



Common Council

Regular Meeting

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

Revised Agenda

Tuesday, May 17, 2022

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **May 17, 2022 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igm2.com/>.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the May 3, 2022 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Proclamation for National Police Week May 15-21, 2022.
6. Proclamation for National Public Works Week May 15-21, 2022.
7. Recommendation from Finance & Personnel Committee to accept \$5,000 donation from Kay Distributing and Definitely De Pere to purchase ballistic plates for Fire Department.
8. Recommendation from Finance & Personnel Committee to accept \$5,000 donation from Kay Distributing to Police for use with the K-9 Unit.
9. Recommendation of the Finance/Personnel Committee to Designate Allocation of the American Rescue Plan Act (ARPA) Funds as a Separate Process Following the Annual Budget Process.
10. Recommendation from Board of Public Works Regarding Broadway and Cook Street Intersection Upgrades Including Painting Left Turn Lines, Exchanging Street Light Bulbs for LED, and Requesting Installation of Reduced Speed Sign from Wisconsin Department of Transportation on Northbound STH 32/57
11. Recommendation from the Board of Public Works to fund completion of Project 22-10 Ridgeway Boulevard Water Main Work From the 2023 Water Utility Budget.

12. Recommendation from the Board of Public Works on award of Contract 22-22 Downtown Sidewalk and Street Lighting to Vinton Construction Company in the Amount of \$239,752.90.
13. Recommendation from the License Committee on an application for a Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for the Farmers Market on Thursdays, June 9 - August 25 from 3:00 p.m. - 8:00 p.m.; and Thursdays, September 1 - September 22 from 3:00 p.m. - 7:00 p.m.
14. Recommendation from the License Committee on an application for a Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for the Food Truck Rally on Sunday, June 12, July 10, and August 14 from 4:00 p.m. - 8:00 p.m.
15. Recommendation from the License Committee on an application for a Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for Downtown De Pere Music Nights on Friday, June 24, July 22, and August 26 from 5:00 p.m. - 9:00 p.m.
16. Recommendation from the License Committee on the renewal applications for the licensing period of July 1, 2022 to June 30, 2023.
 - A. Class "A" Fermented Malt Beverage Licenses
 - 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. Discussion and Possible Action on City's Request for Proposals to Hire Noise Consultant.
18. Ordinance #22-05 Amending § 58-4 De Pere Municipal Code Regarding Bureau of Fire Prevention and Investigation.
19. Resolution #22-39 Approving the Compliance Engine Agreement Between the City of De Pere and Brycer, LLC (Fire Inspection Compliance Reporting).
20. Resolution #22-40 Ratifying Grant Application of the Fire and Health Departments to Wisconsin Department of Health Services (Mobile Integrated Health for COVID and Stroke).
21. Resolution #22-41 Authorizing Police Department Participation in Brown County Speed Task Force (2022).
22. Resolution #22-42 Approving Renewal of Planned Service Agreement Between the City of De Pere and Johnson Controls Fire Protection LP (Community Center Access Control System).
23. Resolution #22-43 Authorizing State/Municipal Project Agreement for Local Roads Improvement Program for 2022-2023 (Acreview Drive, Barbara Lane, Lorrie Way, Nob Hill Lane and Scout Way).
24. Resolution #22-44 Authorizing Installment Payments of Sidewalk Repair or Replacement Expenses in Excess of \$1,000 Ordered Under Wis. Stats. §66.0907
25. Resolution #22-45 Ordering Installation of Sidewalks at Various Locations for 2022 and 2023.

26. Resolution #22-46 Approving City Funding for Southbridge Corridor Local Funding Cost-Share with Brown County (Southbridge Corridor Sections #2 and #3 Design Costs).
27. Resolution #22-47 Approving Letter of Engagement for Professional Services Between the City of De Pere and Town Counsel Law & Litigation, LLC (Interim Municipal Prosecution Services).
28. Resolution #22-48 Authorizing Third Amendment to the Supplemental Intergovernmental Agreement Between the City of De Pere and the Town of Lawrence Regarding the Planning and Implementation of Water Distribution and Sanitary Sewer Projects (Mystic Creek Subdivision).
29. Voucher approval.
30. Future agenda items.
31. 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:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Frank Van Vonderen
Kendra Charlier
Kathleen Schmaltz
Min Bogati
Jonathon Wieser
Rebecca Armstrong
Dustin Priebe
Kerry Counard
Chad Nehring
Raymond Hoffman
Elizabeth Vandeyacht
Kevin Bauer
Thomas Nick
Tye Hartwell
Leslie Conard
Lisa Van Remortel
McKim Boyd
Bryan Vander Bloomen
Paul Bakken

Kevin Charles



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- 5-3-22 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, May 3, 2022

7:30 PM

Council Chambers and Virtual

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the April 19, 2022 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Shana Defnet Ledvina, Aldersperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Peroock, Quigley, Raasch

4. Public Hearing on a request to rezone part of Parcel WD-D0021-4 at 1360 Scheuring Rd, approximately 0.0 feet northeast from the Scheuring Rd and American Blvd intersection, from HWY 41-A (Highway 41 Business Corridor: District A) to HWY 41-A PDD (Highway 41 Business Corridor: District A with a Planned Development District overlay).

A. Notice of Public Hearing.

City Clerk Carey Danen reported that the notice of public hearing was published in the Green Bay Press-Times on April 15 and April 22, 2022.

B. Recommendation from the Plan Commission.

Senior Planner Peter Schlein reported that the Plan Commission reviewed and unanimously recommended approval of this request at its March 28th meeting. Mayor Boyd declared the public hearing open. No one wished to speak, so he declared the hearing closed.

C. Ordinance #22-04 Rezoning Certain Property from HWY 41-A (Highway 41 Business Corridor: District A) to HWY 41-A PDD (Highway 41 Business Corridor: District A - Planned Development District Overlay), (Part of Parcel WD-D0021-4; 1360 Scheuring Road).

Alderson Quigley asked about the difference between the existing and proposed zoning types. Peter explained that they are the same type of district; the PDD overlay just creates a “micro” or special zoning category for that parcel. Alderson Hansen asked if a traffic study will be required and if so, when it will be submitted. Peter reported that the Plan Commission requested a traffic impact analysis for the site, which has been received and is being reviewed by Public Works staff.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderson
SECONDER:	Devin Perock, Alderson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

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

None.

6. Recommendation from Plan Commission to approve an extraterritorial 2 lot certified survey map at 2016 Jen DR in the Town of Lawrence (Parcel L-783).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderson
SECONDER:	John Quigley, Alderson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

7. Recommendation from Plan Commission to approve an 104 lot and 4 outlot final plat of Waterview Heights Fifth Addition at 2400 BLK Lost Dauphin RD (Parcels WD-D0104, WD-L496).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Devin Perock, Alderson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

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

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

9. Recommendation from the Board of Park Commissioners to Accept a \$1500 Donation from Durr Systems, Inc. for Beer Gardens.

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

10. Recommendation from the Board of Park Commissioners to Accept Banner Donation (estimated value \$500) from Tundra Apparel & Promotions for Beer Gardens.

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

11. Recommendation from the Board of Park Commissioners to Accept Tree Donation from the Green Bay Packers, WDNR, Green Bay Packaging, and Essity valued at \$3,000.

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

12. Recommendation from the Board of Park Commissioners to Accept a \$250 Donation from the TOPS Club for Brick Paver Donation.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

13. Recommendation from the Board of Park Commissioners to Approve Providing Softballs to Adult Softball League Games.

Alderperson Raasch explained that he initiated this item at the request of league participant Chris Larson. Mr. Larson had informed him that most other municipalities' leagues are less expensive than De Pere, and they provide softballs to the teams as part of their fees. Alderperson Hansen asked whether it would begin this year or next if approved. Parks Director Marty Kosobucki reported that the Parks Board voted to recommend that the program begin this year. He stated that he does not know if he can

accurately predict that the cost will be covered by this year's budget, but they do have some wiggle room in projected revenues. Alderperson Carpenter moved, seconded by Alderperson Perock to open the meeting. Upon vote, motion carried unanimously. Chris Larson provided information to the Council on the team fees charged by several neighboring municipalities, and expressed concern that De Pere's costs were causing some teams to shy away. Alderperson Ledvina moved, seconded by Alderperson Carpenter to close the meeting. Upon vote, motion carried unanimously. Discussion followed regarding the cost of the proposal and potential funding sources.

RESULT:	APPROVED [7 TO 0]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Quigley, Raasch
ABSTAIN:	Devin Perock

14. Recommendation from the License Committee on a request by Chris Wilmer regarding denial of his Operator License Application.

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

15. Recommendation and Approval to Confirm Appointment of Kristen Johnson to Position of City Attorney, effective July 5, 2022

Congrats from Mayor Boyd

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

16. Voucher approval.

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

17. Future agenda items.

Alderperson Kunding requested an update on the vacant Shopko property as soon as staff is able to provide information.

18. Adjournment.

Aldersperson Quigley moved, seconded by Aldersperson Carpenter to adjourn the meeting at 7:51 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 17, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- Proclamation_National Police Week (PDF)

PROCLAMATION

NATIONAL POLICE WEEK MAY 15-21, 2022

WHEREAS, in 1962 President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, the members of the De Pere Police Department play an essential role in promoting the safety, security, and general wellbeing of all people, while safeguarding the rights and freedoms of the citizens and visitors of the City of De Pere; and

WHEREAS, it is of the utmost importance for all citizens to recognize and understand the challenges, duties and efforts of their police department, and that members of our police department recognize, understand, and perform their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, by protecting the innocent against deception, the weak against oppression, and the vulnerable against harm; and

WHEREAS, the De Pere Police Department has grown to be a progressive, professional, and responsive law enforcement agency which unceasingly provides a vital public service at all times and in all conditions.

NOW, THEREFORE, I, James Boyd, Mayor of the City of De Pere, call upon all citizens of the City of De Pere and upon all patriotic, civic and educational organizations to observe the week of May 15-21, 2022 as National Police Week in the City of De Pere in which all of us may join in commemorating police officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities.

I further call upon all citizens of the City of De Pere to observe May 15, 2022, as National Peace Officers' Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of their duty.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 12th day of May 2022.

CITY OF DE PERE, WISCONSIN

James G. Boyd
James G. Boyd, Mayor



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- Proclamation - Public Works Week May 15 - 21 (PDF)

PROCLAMATION

NATIONAL PUBLIC WORKS WEEK MAY 15-21, 2022

WHEREAS, public works services provided in the City of De Pere are integral parts of our citizen's everyday lives; and

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals; and

WHEREAS, the health, safety, and comfort of this community's residents and businesses greatly depend on the systems and services provided by our Publics Works Department, including water, streets, storm water, engineering, parking, equipment maintenance, sidewalks, and much more, and

WHEREAS, the efficiency and the quality of these services is dependent upon the efforts and skill of Public Works employees; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of De Pere to gain knowledge and maintain ongoing interest and understanding of the importance of public works staff and the work they perform.

NOW, THEREFORE, I, Mayor James G. Boyd, do hereby designate the week May 15–21, 2022, as National Public Works Week; I urge all citizens and civic organizations to acquaint themselves with the services of our public works professionals, and to recognize the substantial contributions they make to protecting our health, safety, comfort, and quality of life.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 13th day of May 2022.

CITY OF DE PERE, WISCONSIN

James G. Boyd

James G. Boyd, Mayor



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: Fire Department

FROM: Alan Matzke

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

Unanimously approved

ATTACHMENTS:

- KAY DISTRIBUTING DONATION (PDF)

Memo



To: Honorable Mayor James Boyd
Members of the Common Council

From: Alan Matzke, Fire Chief *AM*

Date: May 10, 2022

Re: Donation from Kay Distributing and Definitely De Pere to Purchase Ballistic Plates

Chip Kolocheski from Kay Distributing contacted our department last November and expressed an interest in making a cash donation. Mr. Kolocheski led with the question, if I give your organization some money, what would you use it for? I immediately replied we would use it to purchase ballistic plates for our vests because I just learned they were about to expire.

I had no idea when I started in the fire service that ballistic vests would be a standard part of our personal protective equipment. Several years ago, many county agencies began to work on a standardized response for these types of calls and we began to actively train with our neighbors to prepare our staff.

The cost of this type of equipment is very high and unfortunately, they have an expiration date of five-years. Kay Distributing generously donated \$5,000; however, it was stipulated that it had to go to a 501c3 account. Definitely De Pere was willing to receive the donation and award it to De Pere Fire Rescue.

I request to use the \$5,000 donation, along with \$3,740 from our Donation Account to purchase nine sets of ballistic plates to replace the expired plates in our vests. Moving forward, we will set-up a replacement schedule, along with our other personal protective equipment to better anticipate replacement costs in the future.

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

Nicolet National Bank
79-1793/0759

1.7.a

Downtown De Pere, Inc.
dba Definitely De Pere
117 N Wisconsin St Ste 20
De Pere, WI 54115-2732

04/06/2022

PAY TO THE
ORDER OF City of De Pere Fire Rescue Department

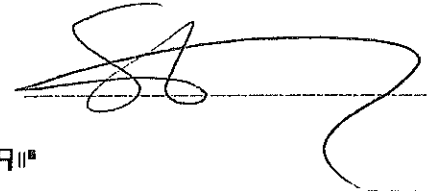
\$ **5,000.00

Five Thousand and 00/100*****

DOLLARS

City of De Pere Fire Rescue Department

MEMO


MP

⑈004304⑈ ⑆075917937⑆ 144 2509⑈

Downtown De Pere, Inc./dba Definitely De Pere

CityofDePereFireRescueDepartment
Other Expenses

04/06/2022
Donation from Kay Beer Distributing

004304
5,000.00

Operating Account, Nicolet

5,000.00



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

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

Approved at Finance on 5/10/2022

Kay Distributing, Inc. of De Pere made a donation in the amount of \$5,000 to the De Pere Police Department K-9 Unit. This money would be added to the K-9 unit fund to cover the costs associated with the training and care of the current police dog, "Kurt" or could potentially be used to purchase and train a new K-9 in the future upon Kurt's retirement which is anticipated to be within the next two years due to his age.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

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

The Finance/Personnel Committee discussed the request of Alderperson Hansen to adopt a formal process for proposals for use of the ARPA funds during its regular meeting on May 10, 2022, and voted unanimously to recommend that the review of proposals and allocation of ARPA funding be handled as a separate process, following the annual budget process, to include formalized submissions similar to the submission for capital projects, considering recommendations from both elected officials and department heads under an established timeframe.

ATTACHMENTS:

- ARPA Expenditure Discussion Memo 5-10-22 (PDF)
- J.Hansen Memo - ARPA Timeline (PDF)

CITY OF DE PERE MEMO



To: Personnel and Finance Committee

From: Lawrence M. Delo, City Administrator

Date: May 10, 2022

RE: ARPA Expenditure Discussion

The Administration received a request from Alderperson Hansen to have an agenda item on the May 2022 Finance and Personnel agenda to discuss establishing a process to determine how the City's Alderpersons can recommend American Rescue Plan Act (ARPA) expenditures and to identify how ARPA funds will be expended. A separate memo from Alderperson Hansen is attached.

The City is scheduled to receive a total of \$2,613,573 from ARPA. The City received the first payment of \$1,306,786.91 on June 25, 2021 and should receive the second half of the funds this summer. The City Council has already identified the City's funding under ARPA as part of the most flexible expenditure category allowed which is "revenue loss". Therefore, the funds can be utilized for a wide array of municipal service expenditures.

Please be prepared to discuss strategies or processes to identify proposed use(s) of the ARPA funding and to identify any processes you would like the City to implement to expend ARPA funding.

Memo Re: Timeline for Consideration of ARPA Funds

To: Finance/Personnel Committee

From: Ald. Jonathon Hansen

Meeting Date: May 10, 2022



The City of De Pere will be receiving \$2,613,573 as part of the American Rescue Plan Act (ARPA), which Congress passed in 2021. We have already received half that amount, and are scheduled to receive the other half this summer.

On February 8, 2022, the City Council unanimously voted to designate the entire amount as “revenue loss” due to the COVID-19 pandemic. This provides the greatest amount of flexibility for how the City utilizes the funds. The funds can be used for nearly any government-related purpose, with the following exceptions:

(A) statutory restrictions under the ARPA, which include 1) offsetting a reduction in net tax revenue, and 2) deposits into pension 10 funds, and (B) other restrictions on use, which include 1) debt service and replenishing reserves, 2) settlements and judgments, and 3) general restrictions.¹

Given the interest in how ARPA funds are allocated, I believe we should create a specific time window (for instance, June 1 – June 15, etc.) for when elected officials and City staff could submit formal proposals for projects/initiatives. Each proposal could include a justification memo from the person submitting the request. Once the time window closes, there are a couple different ways we could proceed:

A) A special Finance/Personnel Committee could be held with the Mayor and all of the alderpersons present (just like when we have the “budget study session” every year to go through the budget page by page). Alderpersons and the Mayor would review all of the proposals and decide how they want to allocate the ARPA funds. Formal approval of the recommended proposals would then take place during regularly scheduled City Council meetings. This process would take place on a separate track from the 2023 budget process, which would be similar to the process used for the excess Lambeau Field sales tax revenue back in 2016.

B) ARPA expenditures could be tied into the 2023 Executive Budget and follow the normal budget process. In this scenario, Mayor Boyd could review the proposals and decide which ones he wants to include in his Draft Executive Budget. The City Council could then

¹ Department of Treasury: “Final Rule”. <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

provide feedback during the budget study session. After Mayor Boyd introduces his final proposed 2022 Executive Budget, the City Council would retain its standard right to amend the budget as it sees fit through majority votes, and that could include amending the ARPA provisions of the budget.

In short, I am requesting: 1) The Finance/Personnel Committee consider adopting a formal standardized process by which elected officials and staff can submit proposals for consideration; 2) Consider whether to pursue ARPA allocations on its own separate track, or fold it into the 2023 Executive Budget deliberations.

Thank you for your consideration.

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

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

The Board of Public Works at the May 9, 2022 meeting approved upgrades following safety concerns to the Broadway and Cook Street intersection including painting left turn lines, exchanging street light bulbs for LED, and requesting installation of Reduced Speed sign from Wisconsin Department of Transportation on northbound STH 32/57 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0509 CI_BOPW_Broadway and Cook Street Intersection (PDF)
- 2022 0105 WisDOT Cook and Broadway E-mail (PDF)
- Broadway and Cook intersection-EXHIBIT 1 (PDF)
- Broadway and Cook intersection-EXHIBIT 2-1 (PDF)
- Broadway and Cook intersection-EXHIBIT 2-2 (PDF)
- Broadway and Cook intersection-EXHIBIT 3 (PDF)
- Broadway and Cook intersection-EXHIBIT 4 (PDF)
- Broadway and Cook intersection-EXHIBIT 5 (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 9, 2022

RE: **Consideration and Action on Broadway and Cook Street Intersection Concerns***

At the December Board of Public Works meeting, concerns regarding safety at the Broadway and Cook Street intersection were discussed. The Board directed the parking and traffic team to further investigate the intersection.

Background

Resident Michael Moore contacted Alderperson Hanson with several concerns regarding safety at the Broadway and Cook Street intersection including *"With the expanse of the intersection itself, it is not very well lit and the lamps should be change to LED to provide better visibility. I know that when personally crossing the intersection on foot, it takes all the countdown to be able to walk across and I am a healthy adult. I know that there is occasionally a police presence on that stretch of road but it tends to be centered at Bomier Street just as the speed limit drops to 25 mph, which most drivers don't obey either. Maybe better police at the intersection might help of having a traffic volunteer perform audits of the intersection regularly to provide data to prove that the intersection dangerous."*

Discussion

Broadway Street is a rural boulevard section with ditches while Cook Street is an urban section with curb and gutter. Due to Broadway being a rural, boulevard section, there is a lot of pavement at the intersection for vehicles and pedestrians to traverse.

After the meeting, staff reached out to WisDOT to obtain the accident history as well as potential safety improvements at the intersection. Staff obtained the following response from WisDOT:

Our traffic unit checked the crashes at this intersection from 2016 – 2020 with excluding deer crashes and found the following:

- *11 crashes occurred at this intersection with 1 Type A injury crash, 2 Type B injury crashes and 8 property damage only crashes.*
- *Of the injury crashes, 2 of them were pedestrian involved and 1 occurred when a left turning vehicle on Broadway failed to yield to oncoming traffic.*
- *The trend for the property damage crashes was a rear end crash when a vehicle was stopped at a red light or making a left turn.*

The intersection crash rate and intersection KAB crash rate is 0.334 and .091 respectively. While WisDOT does not track the statewide crash rates at intersection a crash rate over 1.0 is considered to be severe.

WisDOT is currently designing a WIS 57/32 resurfacing project from STH 96 – Cook Street to be constructed in 2029. As part of our design process, we evaluate safety along the corridor. Because the intersection is not of a safety concern, partly due to the crash findings mentioned above, or have capacity issues the project conceptual scope does not include intersection modifications. This project would upgrade the curb ramps to ADA standards per WisDOT policy.

Potential countermeasures could be to install montube signals with signal heads per lane or install offset left turn lanes. The City owns the signal so the City would coordinate and fund any signal modifications. Again, due to safety data, the DOT project would not fund these modifications as part of the future project. HSIP funds are reserved to address KAB crashes, and this intersection does not meet the criteria.

The WisDOT definition of Type A accidents is suspected serious, and Type B is suspected minor injury.

Intersection Configuration Discussion

Several of the accidents are related to left turn movements including rear end accidents or pedestrian involved. The current intersection has several hazards relating to left turn movements. Under the current configuration, the left turn lanes are offset from each other and not directly across. This creates several challenges including:

- If there are two vehicles waiting to make a left turn, each vehicle acts as an obstruction to the other for through traffic (Exhibit 1).
- With the large amount of pavement, there can be the potential for conflict between two vehicles making left turns simultaneously (Exhibit 2.1 and 2.2).
- Because of the current configuration and challenges making left turns, left turning drivers can be distracted and not observe pedestrians crossing in the crosswalk.

As noted above, WisDOT has this intersection listed as a resurfacing project in 2029. Even though Broadway Street is constructed as a rural section with ditches instead of curb and gutter, WisDOT should consider modifying the intersection with slotted left turn lanes and median opening per the urban intersection detail (Exhibit 3 and 4). This modification would improve the visibility around vehicles making a left turn lane, minimize the conflict of vehicles making a left turns simultaneously, and separate left turning vehicles from through traffic which should reduce rear end accidents identified in the WisDOT e-mail.

For the short term, two actions can be completed to improve safety at relatively low cost. First, contact WPS to switch streetlights in the intersection to LED to improve visibility. Second, paint left turn lane movement through the intersection to reduce potential conflicts for two vehicles making left turns simultaneously (Exhibit 5).

Traffic Speed

The Broadway and Cook Street intersection is a speed transition from 45 mph for traffic south of the intersection and 35 mph for traffic north of the intersection. As has been discussed many times at various Board meetings, the City has no control over the speed limit. Two potential areas we may have impact is to request a speed reduction ahead sign for northbound traffic on Broadway and enhanced traffic enforcement for the 35 mph speed limit south of Cook Street.

Traffic Signal Timing for Pedestrians

Staff reviewed the timing for the pedestrian signals. This intersection has a pedestrian push button and the pedestrian signal only operates when this button is pushed. The signal has 7 seconds of walk and 24 seconds of flashing don't walk for pedestrian. The signal is designed so that person travelling 3.5 feet per second can make it to the median island which is a pedestrian refuge. The signal on the island has another pedestrian push button for someone who only makes it to the median so the signal can be actuated for the next cycle. Staff walked across the intersection to review the lights. Staff was able to clear the entire intersection in one cycle. In addition, staff observed a resident cross the entire intersection in one cycle.

As noted throughout the memo, Broadway Street is very wide at Cook Street. The controlling timing at this intersection is the time it takes a pedestrian to cross Broadway Street and not the time it takes for vehicles queued on Cook Street to get through the intersection. If there are no pedestrians waiting to cross the intersection, the amount of green light time on Cook Street is significantly less. The signal is designed to keep as much green light time on Broadway Street as possible due to the higher traffic volumes. If the Board wanted to modify the time it takes to cross the entire intersection without using the pedestrian refuge island, the flashing don't walk cycle will need to be increased to 47 seconds.

Recommendations

Staff has the following recommendations for the intersection:

Short term configuration - Add left turn lane paint lines for guiding left turn vehicles through the intersection.

Long term configuration – Request that WisDOT upgrade the intersection in 2029 to improve safety and consider slotted left turn lanes for an urban intersection.

Lighting – Upgrade the existing lights to LED.

Signage – Request that WisDOT install a reduced speed to 35 mph for northbound traffic on STH 32/57 prior to the intersection.

Attachments:

2022 0105 WisDOT Cook and Broadway E-mail	(PDF)
2022 0509 Exhibit 1 – Left Turn Vision Concerns	(PDF)
2022 0509 Exhibit 2.1 and 2.2 – Left Turn Conflicts	(PDF)
2022 0509 Exhibit 3 – WisDOT Slotted Left Turn Bay	(PDF)
2022 0509 Exhibit 4 – Intersection Layout	(PDF)
2022 0509 Exhibit 5 – Left Turn Lane Striping	(PDF)

Eric Rakers

From: Gwidt, Eric - DOT <Eric.Gwidt@dot.wi.gov>
Sent: Wednesday, January 05, 2022 7:12 AM
To: Eric Rakers
Cc: Fulcer, Andrew - DOT; Scott Thoresen; Gwidt, Eric - DOT; Lorenz, Kelsey A - DOT
Subject: RE: Safety Improvements at the Intersection of Cook St and S. Broadway

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

Eric,

Our traffic unit checked the crashes at this intersection from 2016 – 2020 with excluding deer crashes and found the following:

- 11 crashes occurred at this intersection with 1 Type A injury crash, 2 Type B injury crashes and 8 property damage only crashes.
- Of the injury crashes, 2 of them were pedestrian involved and 1 occurred when a left turning vehicle on Broadway failed to yield to oncoming traffic.
- The trend for the property damage crashes was a rear end crash when a vehicle was stopped at a red light or making a left turn.

The intersection crash rate and intersection KAB crash rate is 0.334 and .091 respectively. While WisDOT does not track the statewide crash rates at intersection a crash rate over 1.0 is considered to be severe.

WisDOT is currently designing a WIS 57/32 resurfacing project from STH 96 – Cooks Street to be constructed in 2029. As part of our design process, we evaluate safety along the corridor. Because the intersection is not of a safety concern, partly due to the crash findings mentioned above, or have capacity issues the project conceptual scope does not include intersection modifications. This project would upgrade the curb ramps to ADA standards per WisDOT policy.

Potential countermeasures could be to install montube signals with signal heads per lane or install offset left turn lanes. The City owns the signal so the City would coordinate and fund any signal modifications. Again, due to safety data, the DOT project would not fund these modifications as part of the future project. HSIP funds are reserved to address KAB crashes, and this intersection does not meet the criteria.

Hope that helps. Let me know if you have further questions.

Thanks

Eric S. Gwidt, PE

Project Manager / Region QA
 Wisconsin Department of Transportation
 Northeast Region
 Cell: (920) 366-8896
wisconsindot.gov

If this is related to a records request, please email: dotdtsdnerecords@dot.wi.gov

From: Eric Rakers <erakers@deperewi.gov>
Sent: Tuesday, December 28, 2021 11:32 AM
To: Fulcer, Andrew - DOT <Andrew.Fulcer@dot.wi.gov>
Cc: Scott Thoresen <sthoresen@deperewi.gov>
Subject: Safety Improvements at the Intersection of Cook St and S. Broadway

**CAUTION: This email originated from outside the organization.
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Hi Andy,

We have received a request from a resident to consider improvements to the Broadway and Cook Street intersection. Some of the items involve the City such as requesting LED lights from WPS and evaluating the timing of the pedestrian crossing signals. However the resident and Alderperson Hanson have requested review of the intersection for possible improvements such as a roundabout.

We are requesting input from WisDOT on this intersection. We would like to get a review of the accidents at this intersection and where it rates to the State standard along with could it be considered a hazardous intersection and eligible for HSIP funding. Also, would WisDOT have any recommendations on improvements to the intersection such as a roundabout, or striping. There is a lot of pavement in the median for left turning vehicles.

Thanks,

Eric

Eric Rakers, P.E.

City Engineer | [City of De Pere](https://www.cityofdeperewi.gov/)

925 S. Sixth Street | De Pere, WI 54115

Tel: (920) 339-4061 | Fax: (920) 339-4071



From: Jonathon Hansen
Sent: Tuesday, December 21, 2021 11:49 PM
To: Scott Thoresen; Eric Rakers
Cc: Larry Delo; James Boyd; Kelly Ruh
Subject: FW: Intersection of Cook St and S. Broadway

Hi Scott and Eric,

Please see below for an email I received from Mr. Mike Moore after the Board of Public Works meeting last week. He is requesting that installation of a roundabout at Cook St / S. Broadway be added to the list of ideas to at least look into. Another constituent, Mr. Dennis Opelt of Georgia St, also asked me about a roundabout at this location earlier in the year, and at the time Scott provided the following response:

As far as a roundabout, it may not be feasible because of the close proximity of the side streets at this intersection and the need to acquire right of way. Ultimately, this is a DOT highway so they would need to determine the feasibility in doing so.

I realize that ultimately this is something WisDOT would need to sign off on, and I assume they would also likely cover most of the cost if they wanted to move in this direction. Anyway, just wanted to pass it along, and if WisDOT looks at the crash data and decides that major changes are needed at this intersection, perhaps this is something they could at least consider.

Thank you,

Jonathon

Ald. Jonathon M. Hansen
De Pere Alderman - District 2
City Council President
 920-425-4265
jhansen@deperewi.gov



From: Moore, Michael T [MICHAEL.MOORE@GAPAC.com]
Sent: Tuesday, December 14, 2021 7:23 AM
To: Jonathon Hansen
Subject: RE: Intersection of Cook St and S. Broadway

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Good Morning Jonathon,

Thank you for the opportunity to be heard at last night's meeting and I understand the hurdles that the City does face with improving the intersection. One other option that could be proposed that would fix the issue but at a substantial cost would be to install a roundabout at that intersection that would force traffic to slow down and reduce the vehicle to vehicle and vehicle to pedestrian interactions. I look forward to seeing how the City progresses on this issue.

Mike

From: Jonathon Hansen <jhansen@deperewi.gov>
Sent: Sunday, December 12, 2021 9:27 PM
To: Moore, Michael T <MICHAEL.MOORE@GAPAC.com>
Subject: RE: Intersection of Cook St and S. Broadway

Sent by an external sender

Hi Michael,

Below is the link to the meeting agenda. Information on how to attend either in-person or virtually can be found on page 1.

<http://depercitywi.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2444&Inline=True>

Also, to clarify something that I misunderstood from my last email: Staff has not reviewed any specific changes to the intersection yet. The meeting tomorrow will serve as the initial discussion, and then they can follow-up on whatever ideas emerge from the discussion.

Thank you,

Jonathon

Ald. Jonathon M. Hansen
De Pere Alderman - District 2
City Council President
 920-425-4265
jhansen@deperewi.gov



From: Moore, Michael T [MICHAEL.MOORE@GAPAC.com]
Sent: Friday, December 10, 2021 9:48 AM
To: Jonathon Hansen
Subject: Re: Intersection of Cook St and S. Broadway

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Thanks Jonathon. I will put the meeting on my calendar.

Get [Outlook for iOS](#)

From: Jonathon Hansen <jhansen@deperewi.gov>
Sent: Friday, December 10, 2021 8:36:31 AM
To: Moore, Michael T <MICHAEL.MOORE@GAPAC.com>
Subject: RE: Intersection of Cook St and S. Broadway

Sent by an external sender

Hi Michael,

Our Public Works/Engineering staff has informed me that they have completed their review of the Cook / Broadway St intersection, and it will be on the agenda for the Board of Public Works meeting next Monday (December 13) at 7:30 pm. You are certainly welcome to attend the meeting if your schedule allows, and we can also open up the meeting for you to speak if you'd like. The meeting will be on the second floor of City Hall. There is also an option to attend virtually, and I can send you more information about that option once the agenda is published later today.

Have a great weekend!

Jonathon

Ald. Jonathon M. Hansen
De Pere Alderman - District 2
City Council President
 920-425-4265
jhansen@deperewi.gov



From: Jonathon Hansen
Sent: Saturday, November 13, 2021 12:21 AM
To: MICHAEL.MOORE@GAPAC.com
Subject: RE: Intersection of Cook St and S. Broadway

Hi again Michael,

I spoke with Mayor James Boyd today, and he thought it would be best to have a wide-ranging discussion on this matter at a future Board of Public Works meeting. I told him that was okay with me. I am one of the four alderpersons on the Board, and the Mayor is also a Board member. I will let you know when the meeting is in case you are able to attend.

Have a great weekend!

Jonathon

Ald. Jonathon M. Hansen
De Pere Alderman - District 2
City Council President
 920-425-4265
jhansen@deperewi.gov



From: Jonathon Hansen
Sent: Thursday, November 11, 2021 8:57 PM
To: Moore, Michael T
Cc: Derek Beiderwieden; Jeremy Muraski; Scott Thoresen; Eric Rakers; Judy Schmidt-Lehman; Larry Delo; Kelly Ruh; James Boyd; Cassandra Erickson
Subject: RE: Intersection of Cook St and S. Broadway

Hi Michael,

Thank you very much for bringing these concerns to my attention, and I am sorry to hear about the tragic accident that you witnessed. In regards to the speed limit issue, I have tried for the last few years to lower the speed limit south of Cook St, but to no avail due to steadfast opposition from Brown County and Wisconsin DOT. The portion of S. Broadway that becomes Greenleaf Rd at the fork is part of State Highway 32/57, so WisDOT has authority over that section. Meanwhile, the portion of S. Broadway that runs SE from the fork is part of County Highway PP, so Brown County has jurisdiction over that section.

In 2019, I worked with a group of De Pere and Ledgeview residents who live on STH 32/57 to lobby WisDOT to lower the speed limit to 35 mph to at least Rockland Rd, and the residents even held a meeting with WisDOT staff. Meanwhile, the Town of Ledgeview and City of De Pere both submitted letters to WisDOT stating they were in favor of lowering the speed limit. Despite all of this, WisDOT refused to lower the speed limit. One of the concerned residents, Sachin Shivaram, is now on the Ledgeview Town Board, so I can touch base with him to see if he has heard of any new developments regarding this.

Earlier this year, a constituent contacted me to lower the speed limit on S. Broadway/County Highway PP. I asked Brown County to lower the speed limit to 35 mph to at least Diversity Dr (it switches to 55 mph just north of Rockland Rd), but their public works director rejected the request. It seems like both Brown County and WisDOT are waiting until the Southern Bridge Corridor is built before lowering the speed limit (the Brown County public works director, for instance, mentioned that a roundabout will be built at Rockland Rd and CTH PP once the corridor is built). Like you, I disagree with this approach because I think enough development has already occurred to warrant a lower speed limit.

I have copied our Police Chief, future Police Chief (as of December), Public Works Director, and City Engineer... **Chief Beiderwieden and Captain Muraski**--Can you please look into assigning the traffic officer more often at the S. Broadway/Cook St intersection? **Scott and Eric**--Can you please ask WPS if they can switch the lights to LED given the importance of keeping this particular intersection well-lit? Also, could we look into potentially extending the time for pedestrians to complete the east/west crossing at this intersection? Thank you all!

Jonathon

Ald. Jonathon M. Hansen
De Pere Alderman - District 2
City Council President
 920-425-4265
jhansen@deperewi.gov



From: Moore, Michael T [MICHAEL.MOORE@GAPAC.com]
Sent: Wednesday, November 10, 2021 7:39 AM
To: Jonathon Hansen
Subject: Intersection of Cook St and S. Broadway

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

Hello Mr. Hansen,

I have been a resident of De Pere for 17 years and reside at 440 Cook Street. I am finally writing to you due to utter frustration on the lack of area drivers' intelligence and abilities to navigate of the intersection of Cook St and S. Broadway as well as that section of roadways to the south. I have personally witnessed a number of close calls and numerous running of red lights at high speeds at all times of the day from both the north and south directions at that intersection. It wasn't until this past Monday night (11/8/21) that I finally witnessed a potential tragic accident and had to call 911 due to a north bound vehicle making a left hand turn that collided with a south bound vehicle as I waited at the intersection to take my two kids the Y for swim team practice.

I know that the county a few years ago had residents respond to a survey about dangerous intersections, but I think that something needs to be done sooner than later at this spot. This intersection is very large and its angled design, along with the speed limits south of it continues to be an issue. In my mind there is no reason to have the speed limit south of the intersection on both 57 and PP set at 45 mph when there are roundabouts less than a mile from the intersection having vehicles slow down. This stretch should be 35 mph at the most. With the expanse of the intersection itself, it is not very well lit and the lamps should be changed to LED to provide better visibility. I know that when personally crossing the intersection on foot, it takes all of the countdown to be able to walk across and I am a healthy adult. I know that there is occasionally a police presence on that stretch of road but it tends to be centered at Bomier St. just as the speed limit drops to 25 mph, which most drivers don't obey either. Maybe a better police at the intersection might help or having a traffic volunteer perform audits of the intersection regularly to provide data to prove that the intersection is dangerous.

I know that I do not have all of the answers and maybe there is something in the works but I believe the City and the County need to revisit this traffic area sooner than later. Thank you for all you do for the City of De Pere.

Michael Moore

Environmental Engineer

Georgia-Pacific Consumer Operations LLC

Phone: 920-438-4081

Cell: 920-639-1530

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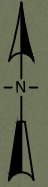
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OBSTRUCTION SHADOW

LINE OF SITE

COOK STREET

OBSTRUCTION SHADOW

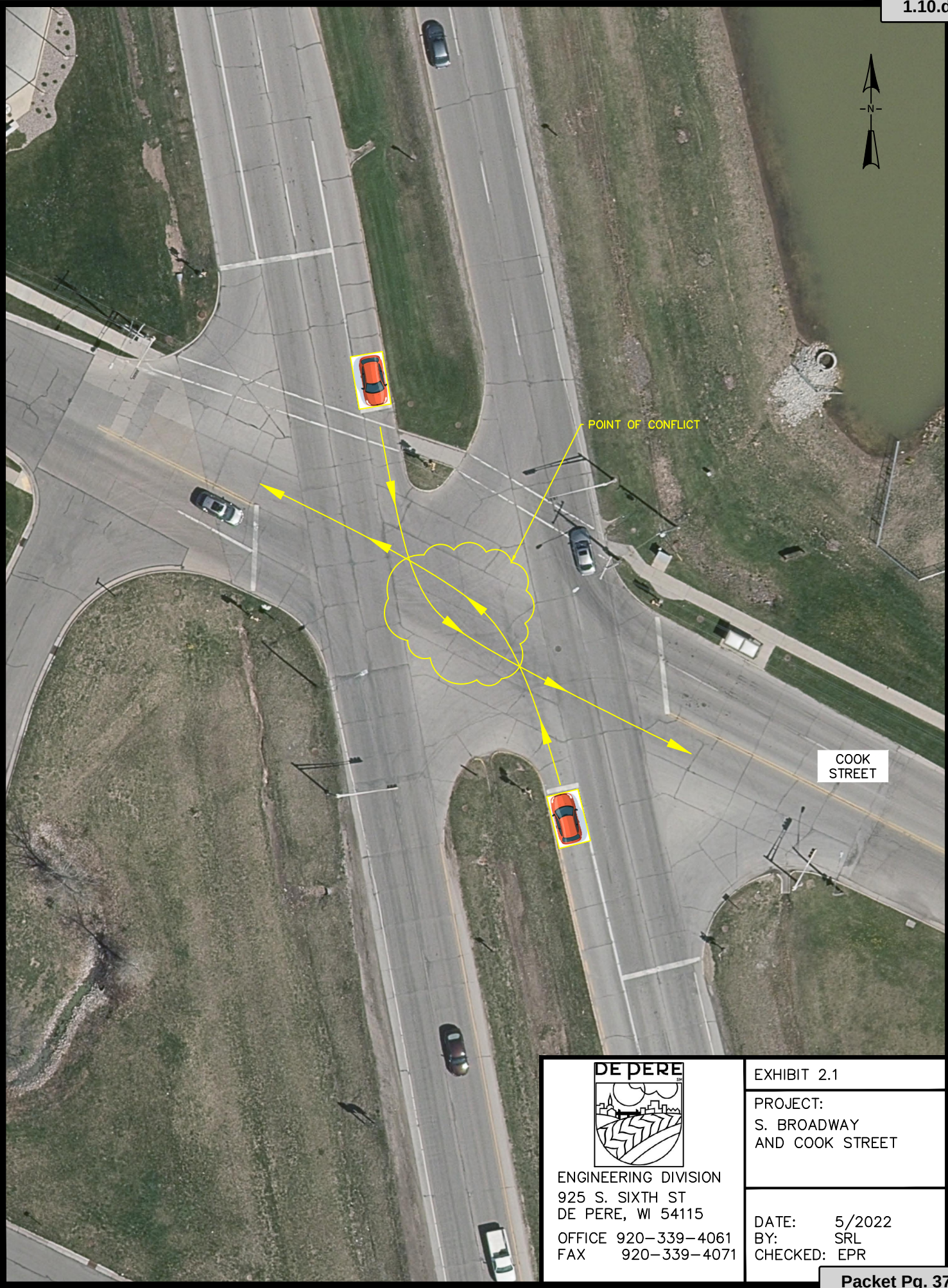
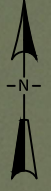


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT 1

PROJECT:
S. BROADWAY
AND COOK STREET

DATE: 5/2022
BY: SRL
CHECKED: EPR

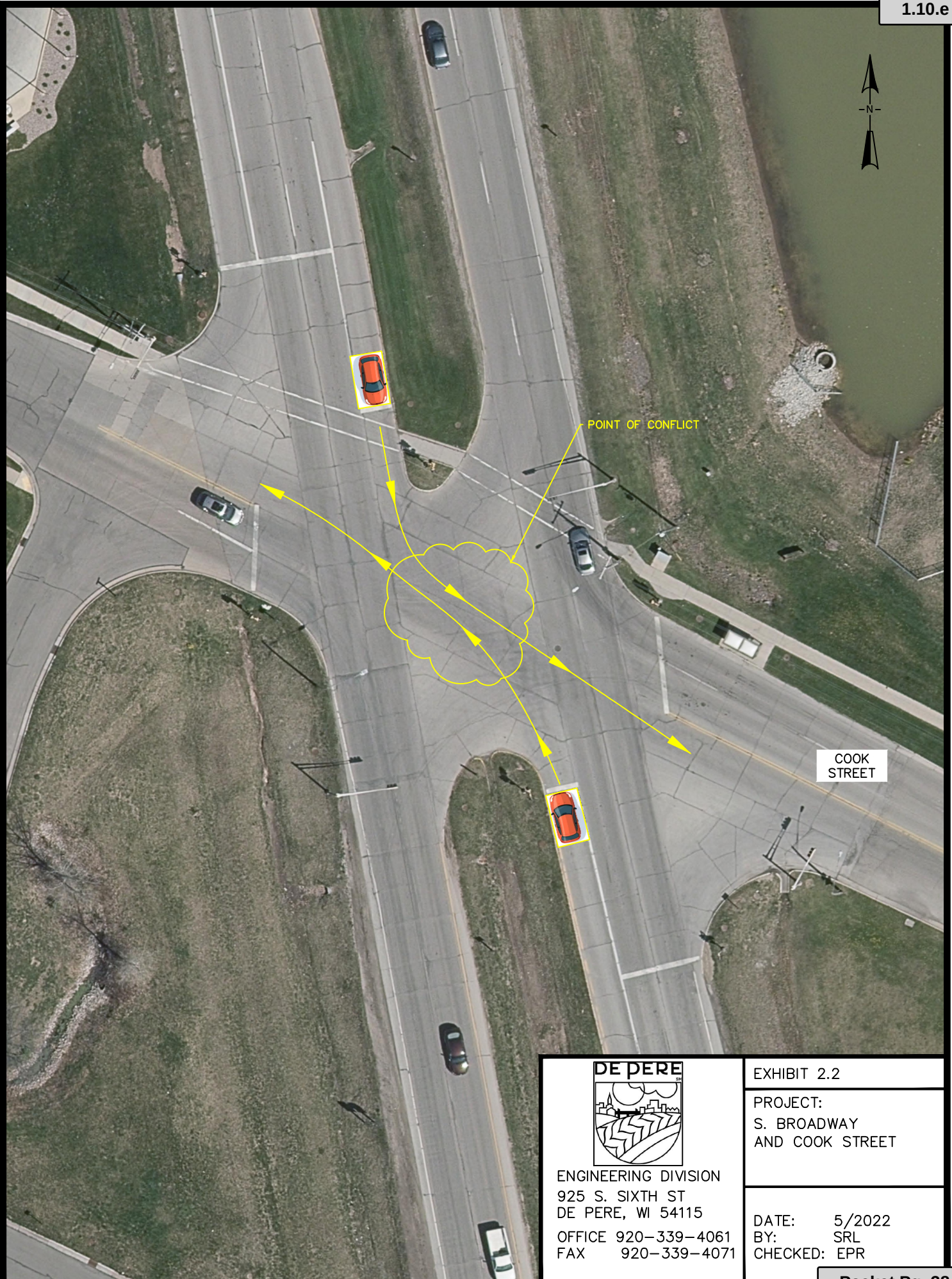
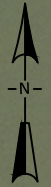


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 DE PERE, WI 54115
 OFFICE 920-339-4061
 FAX 920-339-4071

EXHIBIT 2.1

PROJECT:
 S. BROADWAY
 AND COOK STREET

DATE: 5/2022
 BY: SRL
 CHECKED: EPR

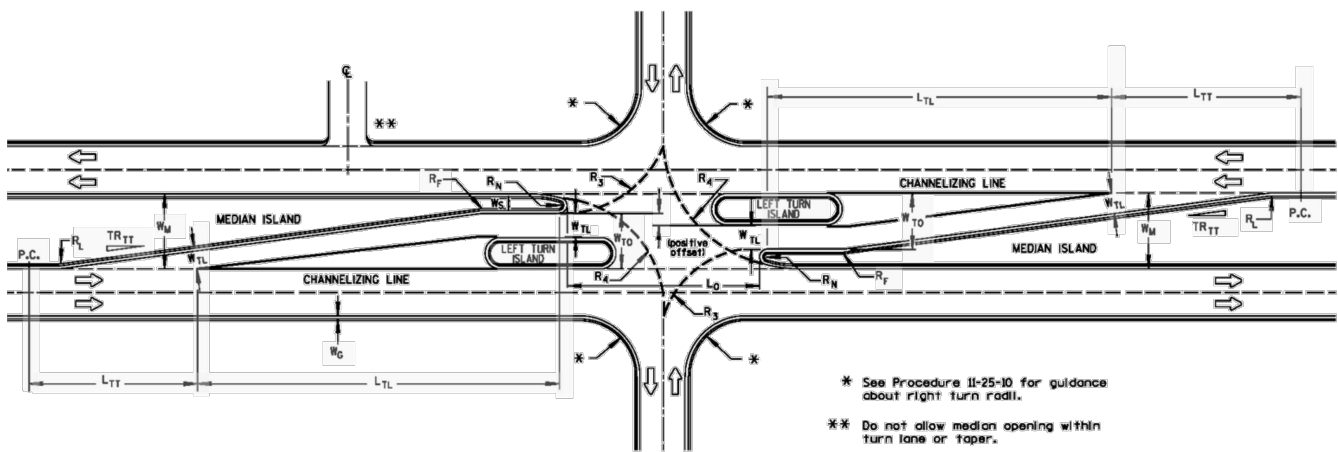


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EXHIBIT 2.2

PROJECT:
 S. BROADWAY
 AND COOK STREET

DATE: 5/2022
 BY: SRL
 CHECKED: EPR

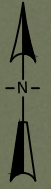
Details for Slotted Left Turn Lanes and Median Opening at Urban Intersections

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

EXHIBIT 3

PROJECT:
 S. BROADWAY
 AND COOK STREET

DATE: 5/2022
 BY: SRL
 CHECKED: EPR



COOK STREET

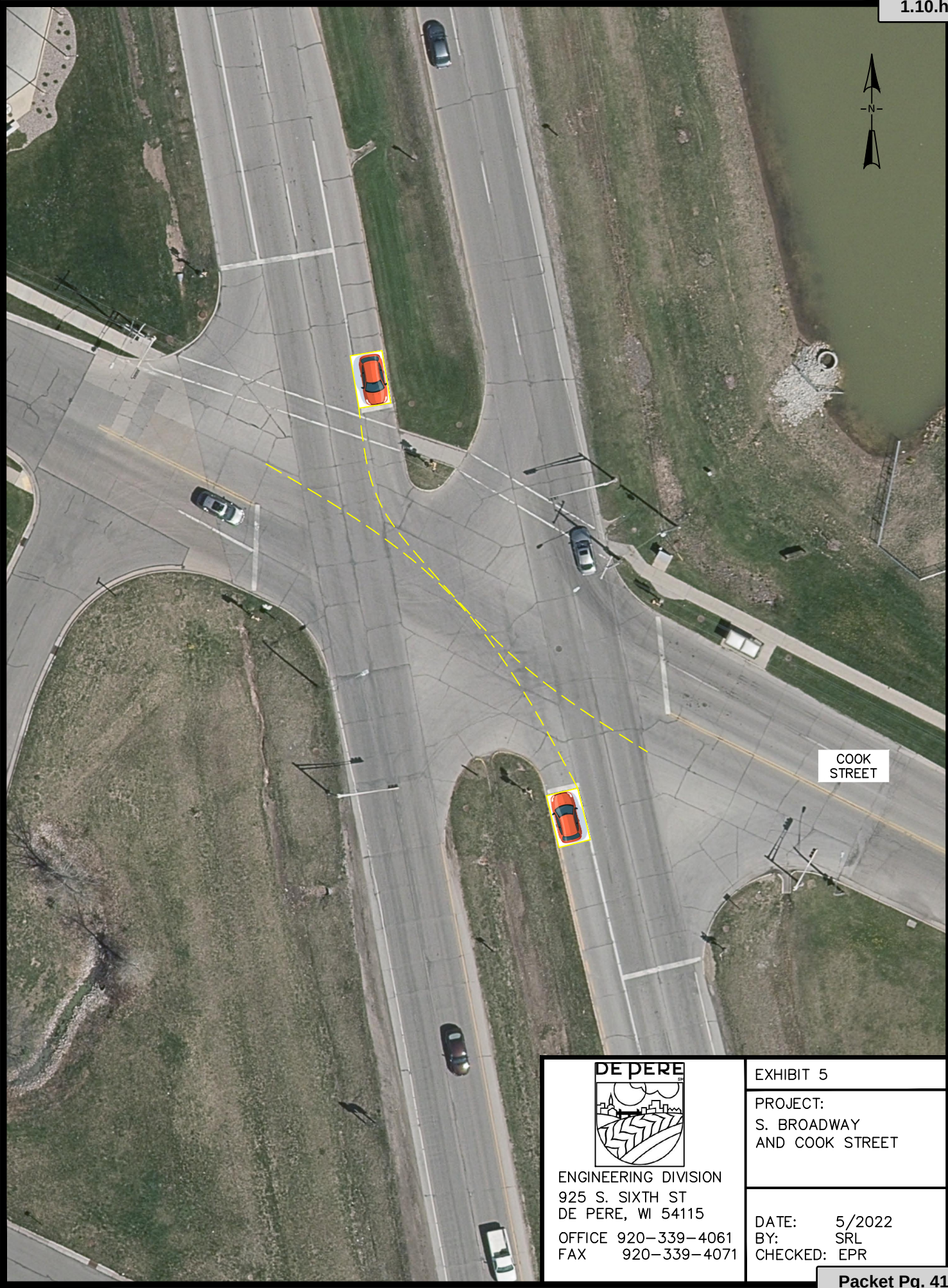
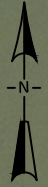


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EXHIBIT 4

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DATE: 5/2022
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EXHIBIT 5

PROJECT:
S. BROADWAY
AND COOK STREET

DATE: 5/2022
BY: SRL
CHECKED: EPR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

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

The Board of Public Works at the May 9, 2022 meeting approved completion of Project 22-01 Sewer and Water Relay and Street Resurfacing in full with the water main on Ridgeway Boulevard being funded from the 2023 water utility budget and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0509 CI_BOPW_Award_22-01 Update (PDF)
- Project 22-01 Schedule (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 9, 2022

RE: **Discussion and Action on Contract 22-01 Sewer and Water Relay and Street Resurfacing Funding***

Project 22-01 Sewer and Water Relay and Street Resurfacing was awarded at the April 11, 2022, Board meeting to Jossart Brothers, Inc in the amount of \$2,989,071.50. One outstanding item for the project is the water main funding. The water main costs are higher than budgeted for this project in 2022 (approximately \$300,000). At the meeting we discussed two options for funding the water main as follows:

- a. Eliminate the water main relay on Ridgeway Boulevard.
- b. In discussing with the contractor, some of this work will be carried over to 2023. Funding from the 2023 water utility budget could be used to fund the remainder of the project. This will reduce the amount of water relay in 2023 on other streets.

Since the meeting, staff has been in contact with the contractor to verify the anticipated construction dates for the water main. Attached is the schedule that shows the water main on Ridgeway Boulevard and East and West St Francis Road will be constructed in early 2023.

The preconstruction meeting was held on May 5th. The contractor confirmed that they will not complete the Ridgeway Boulevard water main construction until 2023. They also indicated that they may try to complete East and West St Francis Road in fall of 2022.

This will allow some of the funding from the 2023 Water Utility budget to be used to cover the overage in 2022 for water main on Project 22-01, even if only Ridgeway Boulevard is constructed in 2023. The proposed water main relay work for 2023 will be reduced based on the funds used for project 22-01.

Recommendation

Staff's recommendation is to complete all of Project 22-01 as bid and fund the Ridgeway Boulevard water main with funds from the 2023 Water Utility budget.

Attachments:

Project 22-01 Construction Schedule (PDF)

WORK PROGRESS SCHEDULE FOR:

City of De Pere - Sewer & Water Relay

Page 1 of 1

1.11.b

Project ID	Road	County	HWY No.	Contractor
22-01	S. Sixth, S. Seventh, E & W St. Francis & Ridgeway Blvd	Brown		Jossart Brothers, Inc.
Contract Time or Completion Date	Est. Start Date	Est. Completion Date	Date	
☐ Working Days ☒ Calendar Days	July 31, 2023	May 9, 2022	June 30, 2023	April 26, 2022

		MONTH →		May				June				July				Aug				Sept				Spring '23					
		WEEK →		2-6	9-13	16-20	23-27	30-3	6-10	13-17	20-24	27-1	4-8	11-15	18-22	25-29	1-5	8-12	15-19	22-26	29-2	5-9	12-16	19-23	26-30	March	April	May	June
Work Items or Operations		QTY & Units																											
Mobilization/Erosion Control																													
S. Seventh St Utilities																													
S. Sixth St Utilities																													
Concrete restoration																													
Asphalt paving																													
Restoration																													
E & W St. Francis Utilities																													
Ridgeway Utilities																													
Concrete restoration																													
Asphalt paving																													
Restoration																													



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

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

The Board of Public Works at the May 9, 2022 meeting approved award of Contract 22-22 Downtown Sidewalk and Street Lighting to Vinton Construction Company in the amount of \$239,752.90 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2022 0509 CI_BOPW_Award_22-22 (PDF)
- 2022 0421 CE_Project 22-22_Bid Tabulation (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 9, 2022

RE: **Consideration and possible action on award of Contract 22-22 Downtown Sidewalk and Street Lighting***

The Engineering Department received bids on Project 22-22 Downtown Sidewalk and Street Lighting on April 21, 2022. This project is site preparation for the De Pere Cultural Foundation site at 221 S. Broadway Street. Work under this project includes:

- Reconstruction of sidewalk on Broadway, Wisconsin, vacated Charles Street, and Michigan Street.
- Closing the drive entrance on Broadway.
- Adding/reconstructing decorative, brick, colored concrete terrace on Broadway and Wisconsin Street.
- Replacing the streetlights on Broadway and Wisconsin Street adjacent to the De Pere Cultural Center Site. The streetlights will be provided by the De Pere Cultural Foundation.

The City received the following bid for this work despite having four plan holders:

Contractor	Amount
Vinton Construction Company	\$239,752.90

The allocated construction amount for this project is \$181,500 from the General Obligation Debt. The construction amount is over the budgeted amount by \$58,252.90 due to higher material costs like those outlined in previously awarded projects. The additional funding will be included in the 2022 bonding to cover this shortage.

Staff's recommendation is to accept the bid from Vinton Construction Company in the amount of \$239,752.90

Attachments:

2022 0421 CE Project 22-22 Bid Tabulation (PDF)



**PROJECT 22-22
DOWNTOWN SIDEWALK AND STREET LIGHTING**

				BIDDER NO. 1	
				Vinton Construction Company	
Item	Description	Unit	Qty	Unit Price	Extension
STREET AND DRAINAGE					
SD-01	Unclassified Excavation	CY	37	\$50.00	\$1,850.00
SD-02	Provide 1-1/4-Inch Crushed Aggregate Base Course	TON	50	\$20.00	\$1,000.00
SD-03	Remove and Replace 24-Inch Integral Concrete Curb and Gutter	LF	30	\$75.00	\$2,250.00
SD-04	Profile Cut Concrete Curb Head	LF	30	\$50.00	\$1,500.00
SD-05	Remove Colored Concrete Terrace, Driveway, and Ramp (S. Broadway & Wisconsin Streets)	SY	225	\$13.50	\$3,037.50
SD-06	Remove Concrete Sidewalk (If Needed along S. Broadway & Wisconsin Streets)	SY	390	\$0.01	\$3.90
SD-07	Remove Concrete Sidewalk (Charles Street)	SY	75	\$13.50	\$1,012.50
SD-08	Provide 8-Inch Concrete Sidewalk and Driveway	SY	45	\$107.50	\$4,837.50
SD-09	Provide 6-Inch Concrete Sidewalk and Ramp	SY	40	\$97.50	\$3,900.00
SD-10	Provide 4-Inch Concrete Sidewalk	SY	610	\$98.50	\$60,085.00
SD-11	Provide 4-Inch Stamped Colored Concrete Sidewalk (DOT Red)	SY	360	\$125.65	\$45,234.00
SD-12	Drilled Tie Bars	EA	20	\$10.00	\$200.00
SD-13	Provide #4 Reinforcement Bars for Sidewalk	LF	1,400	\$3.00	\$4,200.00
SD-14	Provide Detectable Warning Field (Natural Patina)	EA	3	\$500.00	\$1,500.00
SD-15	Landscaping-Topsoil, Seed, Fertilizer and Mulch (S. Michigan Street)	SY	160	\$25.00	\$4,000.00
SPECIAL CONSTRUCTION					
SC-01	Inlet Protection Type D	EA	7	\$135.00	\$945.00
SC-02	Concrete Wash Out	LS	1	\$1,000.00	\$1,000.00
SC-03	Remove, Salvage, and Install Traffic Signs	EA	6	\$300.00	\$1,800.00
SC-04	Provide Temporary Traffic Signs	EA	4	\$275.00	\$1,100.00
SC-05	Remove and Salvage Existing Tree Grates	EA	3	\$1,000.00	\$3,000.00
SC-06	Traffic Control Phase I-S. Broadway Street Closure	LS	1	\$28,000.00	\$28,000.00
SC-07	Traffic Control Phase II-S. Wisconsin Street Lane Closure	LS	1	\$29,000.00	\$29,000.00
SC-08	Traffic Control-Pedestrian Detour Plan	LS	1	\$6,500.00	\$6,500.00
ELECTRIC CONSTRUCTION					
E-01	Conduit Rigid Nonmetallic Schedule 40, 2-Inch	LF	650	\$10.00	\$6,500.00
E-02	Pull Box 24x48-Inch	EA	1	\$1,750.00	\$1,750.00
E-03	Concrete Base, Type 5	EA	6	\$975.00	\$5,850.00
E-04	Electrical Wire Lighting 12 AWG	LF	150	\$0.65	\$97.50
E-05	Electrical Wire Lighting 4 AWG	LF	4,100	\$3.00	\$12,300.00
E-06	Type AE18, 25-Foot Light Fixture Installation (Fixture Provided by Others)	EA	2	\$1,150.00	\$2,300.00
E-07	Type AE19, 15-Foot Light Fixture Installation (Fixture Provided by Others)	EA	4	\$950.00	\$3,800.00
E-08	Remove Existing Light Pole Base	EA	6	\$200.00	\$1,200.00
TOTAL BID:					\$239,752.90



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on an application for a Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for the Farmers Market on Thursdays, June 9 - August 25 from 3:00 p.m. - 8:00 p.m.; and Thursdays, September 1 - September 22 from 3:00 p.m. - 7:00 p.m.

ATTACHMENTS:

- Farmers Market Open Intox Letter_2022 (PDF)
- Sec 7-9 DPMC Regarding Intoxicants on Streets (PDF)
- Map Farmers Market (PDF)



Wednesday, April 27, 2022

City of De Pere
335 S Broadway
De Pere WI 54114

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

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing consumption of beer outdoors during the Downtown De Pere Farmers Market on Thursday evenings beginning June 9 through September 22, from 3:00 pm - 8:00 pm (3:00 pm - 7:00 pm in September).

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

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

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

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

Best Regards,

Tina Quigley, Executive Director

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

- (a) No person shall consume any intoxicating liquor or fermented malt beverage while in or upon any street, alley, sidewalk, thoroughfare, parking lot or other public way.
- (b) All purchases of intoxicating liquor or fermented malt beverages by the glass or in open containers shall be consumed upon the licensed premises where served and shall not be removed to the public areas set forth in subsection (a) of this section.
- (c) No person shall possess any glass or open container containing intoxicating liquor or fermented malt beverages in or on any public area set forth in subsection (a) of this section.
- (d) The license committee of the common council may, in special circumstances where it is satisfied that adequate supervision and police protection exist and upon application therefor by any person, recommend that the common council issue a special permit allowing the consumption or possession of intoxicating liquor or fermented malt beverage contrary to subsections (a) and (c) of this section; such permit to restrict such activity to a specified time and location.
- (e) Any person who shall violate this section or any part of this section shall be subject to a forfeiture as determined by resolution of the common council. If such forfeiture, plus costs, fees and other assessments allowed by law, is not paid within the time given, the person in default on payment may be subject to such alternative penalties as provide in Wis. Stats ch. 800.

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



GEORGE STREET PLAZA

Computer Club For Kids

MISSION
SQUARE
PARKING LOT





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- Food Truck Rally Open Intox Letter_2022 (PDF)
- Map Food Truck Rally (PDF)



Wednesday, April 27, 2022

City of De Pere
335 S Broadway
De Pere WI 54114

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

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing consumption of beer outdoors during the De Pere Food Truck Rally event on Sunday, June 12, July 10 and August 14 from 4 - 8 pm.

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

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

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

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

Best Regards,

Tina Quigley, Executive Director



1.14.b

Main Ave

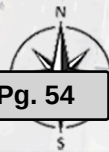
Nicoelt Art Alley

Fourth St

NICOELT
SQUARE
PARKING LOT

Third St

Reid St





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- Downtown De Pere Music Nights Open Intox Letter_2022 (PDF)
- Map Music Nights (PDF)



Wednesday, April 27, 2022

City of De Pere
335 S Broadway
De Pere WI 54114

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

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing consumption of beer during Downtown De Pere Music Nights on Friday, June 24, July 22, and August 26 from 5:00 pm - 9:00 pm.

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

On the fourth Friday of each month this summer original music performances from regional artists will be featured at the Michael J Walsh Plaza. The Plaza will be transformed into an outdoor dining room allowing attendees to order takeout from their favorite downtown restaurant while taking in live music and enjoying craft beers and hard seltzers. The event is also a great way for shoppers, visitors and residents to experience downtown as many local shops, boutiques and galleries will stay open late.

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

Best Regards,

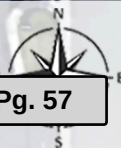
Tina Quigley, Executive Director

*Music
Nights*

1.15.b

MICHAEL J WALSH PLAZA

Packet Pg. 57





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- Liq Lic Renewal List_5.17.22 (PDF)

May 17, 2022 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, 2022 to June 30, 2023.

CLASS “A” BEER

1. Wal-Mart Stores East, LP (DBA Walmart #5090 Supercenter), 1415 Lawrence Dr. Submitted by Wal-Mart Stores East LP, Agent: Frank Van Vonderer Jr, De Pere, WI.
2. 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. The Day Spa Ltd (DBA The Day Spa), 600 N 10th St. Submitted by The Day Spa Ltd.
 - a. Agent: Kathleen F. Schmaltz, Green Bay WI.
2. M & H Mart, LLC (DBA De Pere Mini Mart), 821 George St. Submitted by M & H Mart, LLC. Agent: Min Bogati, Green Bay, WI.
3. Skogen Foodliner Inc. (DBA Festival Foods), 1001 Main Av. Submitted by Skogen Foodliner Inc, Agent: Jonathon Wieser, De Pere, WI.
4. Krist Oil Company (DBA Krist Food Mart #92), 1218 Grant St. Submitted by Krist Oil Company, Agent: Rebecca Armstrong, De Pere, WI.
5. Walgreen Co. (DBA Walgreens #15637), 150 Wisconsin St. Submitted by Walgreen Co. Agent: Dustin Priebe, Freedom, WI.
6. Wal-Mart Stores East, LP (Walmart #5090 Liquor Store) 1415 Lawrence Dr. Submitted by Wal-Mart Stores, East, LP, Agent: Frank Van Vonderer Jr, De Pere, WI

CLASS “B” BEER & “CLASS B” LIQUOR

1. HC Gemini Inc. (DBA The Abbey), 303 Reid St. Submitted by HC Gemini Inc. Agent: Kerry J. Counard, De Pere WI.
2. Green Room Theatre, LLC (DBA ComedyCity Theatre), 365 Main Av, Suite E. Submitted by Green Room Theatre, LLC, Agent: Chad Nehring, De Pere, WI.
3. Hoffman Investments, Inc. (DBA Old No. 7), 121 N. 10th St. Submitted by Hoffman Investments, Inc. Agent: Raymond Hoffman, De Pere, WI.

4. The Landing Bar & Grill LLC (DBA The Landing Bar & Grill), 1605 Fort Howard Av Suite C. Submitted by The Landing Bar & Grill LLC Agent: Elizabeth A. Vandeyacht Suamico, WI.
5. Re-Serve Capacity and Supply, LLC (DBA The Longbranch), 334 Main Av. Submitted by Re-Serve Capacity and Supply, LLC. Agent: Kevin Bauer, De Pere, WI.
6. Nicky's Inc. (DBA Nicky's Lionhead Tavern and Grill), 331 Main Av. Submitted by Nicky's Inc. Agent: Thomas Nick, Green Bay, WI.
7. Esales, Inc. (DBA Pasquales), 305 Main Av. Submitted by Esales, Inc. Agent: Tye Hartwell, De Pere, WI.
8. George Street Bar, LLC (DBA McGeorges Pub), 415 George St. Submitted by George Street Bar LLC. Agent: Leslie M. Conard, De Pere, WI.
9. Bullseye 708 LLC (DBA Pub 338), 338 Main Av. Submitted by Bullseye 708 LLC. Agent: Leslie M. Conard, De Pere, WI.
10. Redesign & Consign, LLC (DBA Redesign & Consign, LLC), 622A George St. Submitted by Redesign & Consign. Agent: Lisa Van Remortel, Green Bay WI.
11. Union Hotel Corporation (DBA Union Hotel), 200 N. Broadway. Submitted by Union Hotel Corporation. Agent: McKim Boyd, De Pere, WI.
12. Bryan Michael Vander Bloomen (DBA Replay Sports Bar & Grill), 1731 Ft. Howard Av. Submitted by Bryan Michael Vander Bloomen, De Pere WI.

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

1. Birder Studio of Performing Arts (DBA Broadway Theatre) 123 S. Broadway. Submitted by Birder Studio of Performing Arts, Agent: Paul Bakken, De Pere, WI.
2. Shannon's Haystack, LLC (DBA Chatterhouse 2016), 614 George St. Submitted by Shannon's Haystack, LLC. Agent: Kevin Charles, De Pere, WI.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- Class A Beer Lic. Renewal Apps 5_17_22 (PDF)

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

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07 01 2022 ending: 06 30 2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

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 <u>Wal-Mart Stores East, LP</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>702 SW 8TH ST, LICENSING DEPT. 8916, BENTONVILLE, AR 72716-0500</u>
--	--

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 <u>VAN VONDEREN JR.</u>	(First) <u>FRANK</u>	(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:

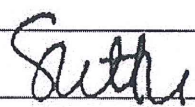
President / Member Last Name <u>SEE ATTACHED LIST</u>	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (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

- Trade Name WALMART #5090 (SUPERCENTER) Business Phone Number 920-722-0782
- Address of Premises 1415 LAWRENCE DRIVE Post Office & Zip Code DE PERE, WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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.)
1 room, 1 story building approx. 186,215 SQ. FT. INCLUDING STALLS IN PARKING LOT
WITHIN 150 FT OF STORE ENTRANCE THAT ARE SPECIFICALLY DESIGNATED FOR ONLINE GROCERY
PICKUP.

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.) Sarah Little	Title / Member Assistant Secretary	Date 2-10-2022
Signature 	Phone Number (479) 544-7713	Email Address sarah.little@walmart.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 3/18/2022	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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 _____ |

WAL-MART STORES EAST, LP
Renewal Alcohol Beverage License Application

Response to Item B:

<u>Title</u>	<u>Name</u>	<u>Home Address</u>
President and CEO	Timothy S. Skinner	
Senior Vice President and Chief Ethics and Compliance Officer	John R. Scudder	
Assistant Treasurer	Matthew W. Allen	
Assistant Secretary	Sarah C. Little	

The above officers/directors own less than 1% of the stock of Wal-Mart Stores, Inc., a public corporation.

The above officers/directors are those designated with authority for all licensing matters and serve in the capacity as listed above for Wal-Mart Stores, Inc., Wal-Mart Stores East, Inc., Wal-Mart Stores East, LP, Wal-Mart Louisiana, LLC and Wal-Mart Stores Texas, LLC.

WSE Management, LLC and WSE Investment LLC own the limited and general partnership interests in Wal-Mart Stores East, LP.

WSE Management, LLC	General Partner	1%
WSE Investment LLC	Limited Partner	99%

Response to Item C.6.a:

From time to time, Walmart and its affiliated entities have had minor convictions for violations of laws related to such things as sales of alcoholic beverages or tobacco to minors, invoicing issues, and similar minor violations. Such convictions have resulted in various administrative or regulatory penalties. Any assessed orders or sanctions have been complied with, satisfied or settled.

Response to Item C.6.b:

Walmart Inc. directly and through its subsidiaries, operates numerous retail stores and clubs and holds licenses to sell alcoholic beverages in many of its retail outlets. From time to time, Walmart has been charged with minor violations of laws related to such things as sales of alcoholic beverages to minors, invoicing issues, and similar minor violations that have resulted in administrative or regulatory action. Any assessed orders or sanction have been complied with, satisfied or settled.

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07 01 2022 ending: 06 30 2023
(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

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 <u>WISCONSIN CVS PHARMACY, L.L.C.</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>ONE CVS DRIVE M/C 1160 WOONSOCKET, RI 02895</u>
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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 <u>CHARLIER</u>	(First) <u>KENDRA</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
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All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

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

- Trade Name CVS PHARMACY #2214 Business Phone Number 920-336-6373
- Address of Premises 800 MAIN AVENUE Post Office & Zip Code 54115
- 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
- Legal description (omit if street address is given above): _____

Applicant's Wisconsin Seller's Permit Number <u>456102003938304</u>	
FEIN Number <u>20-4281269</u>	
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	\$ <u>30</u>

5. 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
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.) LINDA M. CIMBRON	Title / Member ASSISTANT SECRETARY	Date 3/7/22
Signature <i>Linda M. Cimbron</i>	Phone Number 401-765-1500	Email Address

nonpharmacypersmits@cvshealth.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 3/17/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 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 17, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- Class A Beer & Class A Liquor Apps 5_17_22 (PDF)

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

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/2022 ending: 6/30/2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

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)
Schmalz	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)
Schmalz	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)
Schmalz	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

- Trade Name The Day Spa, Ltd Business Phone Number 920 339-5250
- Address of Premises 600 N. 10th St. De Pere WI Post Office & Zip Code 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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

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 fee
TOTAL FEE	\$ 17155

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.) <i>Schmaltz, Kathleen T.</i>	Title / Member <i>Owner</i>	Date <i>4/27/2022</i>
Signature <i>Kathleen Schmaltz</i>	Phone Number <i>920 339 5250</i>	Email Address <i>Kathy.day spa escape@gmail.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>4/28/22</i>	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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: _____ ending: _____
(mm-dd-yyyy) (mm-dd-yyyy)

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

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

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

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)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BOLATE	MIN	B	
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)
Mqh mart llc	821 George 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)
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)
BOLATE	MIN	B	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Sharma	Hem	R	
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:

- Trade Name De pere mini mart Business Phone Number 9203361519
- Address of Premises 821 George st Post Office & Zip Code De pere WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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
Liquor Cabinet side in the store.

Applicant's Wisconsin Seller's Permit Number

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	\$ <u>30.00 42209</u>
TOTAL FEE	\$ <u>17136</u>

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

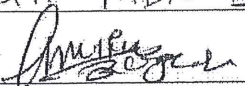
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

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
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Contact Person's Name (Last, First, M.I.) Bogati MEN B	Title / Member owner	Date 4/22/22
Signature 	Phone Number	Email Address BOGATIMEN49@gmail.com

TO BE COMPLETED BY CLERK

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

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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 <u>N/A</u> _____	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 2022 ending: 06 30 2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

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 Skogen's Foodliner Inc.	Address of Corporation / Limited Liability Company (if different from licensed premises) 3800 Emerald Drive E, Onalaska, WI 54650
--	--

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 Wieser	(First) Jonathon	(Middle Name) Louis	Home Address (Street, City or Post Office, & Zip Code) 2
---------------------------	---------------------	------------------------	---

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

President / Member Last Name Skogen	(First) Mark	(Middle Name) David	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 Stoa	(First) Kirk	(Middle Name) Allan	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name Stoa	(First) Kirk	(Middle Name) Allan	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 Festival Foods Business Phone Number 920-336-6520

2. Address of Premises 1001 Main Avenue 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.)

83,930 Sq Ft - one story building

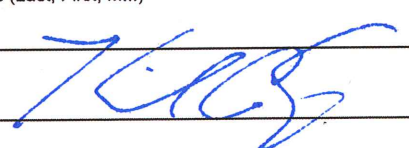
Seperate wine & spirits, storage, designated stalls for online pickup

Applicant's Wisconsin Seller's Permit Number 456-0000127664-03	
FEIN Number 39-1086421	
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

Ref # 121308

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.) Stoa, Kirk A	Title / Member Secretary/Treasurer	Date 04/08/22
Signature 	Phone Number 608-779-2723	Email Address kbanse@festfoods.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/18/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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.)

City of DePere
APR 11 2022
Clerk's Office

For the license period beginning: 07 01 2022 ending: 06 30 2023
(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

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)
Krist Oil Company	303 Selden Road Iron River, MI 49935

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)
Armstrong	Rebecca	J	1

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)
Atanasoff	Krist	David	
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Atanasoff	Cecelia	Ann	
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Atanasoff	Cecelia	Ann	
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

- Trade Name Krist Food Mart #92 Business Phone Number 906-265-6144
- Address of Premises 1218 Grant Street DePere Post Office & Zip Code WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

One story concrete block building. Convenience Store. Door coolers for self service.

Applicant's Wisconsin Seller's Permit Number 456-0000345170-03	
FEIN Number 38-1798214	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ 180
☐ Class B beer	\$
☐ Class C wine	\$
☒ Class A liquor	\$ 225
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 30
TOTAL FEE	\$ 435



5. Legal description (omit if street address is given on previous page): See Above.
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, 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.) Atanasoff, Krist D.	Title / Member Vice President	Date 04/05/2022
Signature 	Phone Number 906-265-6144	Email Address krist@kristoil.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/11/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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 _____

4/7⁶

1.a

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07/01/2022 ending: 06/30/2023
(mm dd yyyy) (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 ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization**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 <u>Walgreen Co.</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>PO Box 901 Deerfield, IL 60015</u>
--	---

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

Agent Last Name <u>Priebe</u>	(First) <u>Dustin</u>	(Middle Name) <u>D</u>	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 <u>Standley</u>	(First) <u>John</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>Badgley</u>	(First) <u>Lisa</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name <u>Amsbary Jr.</u>	(First) <u>Joseph</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name <u>Gruener</u>	(First) <u>Jeffery</u>	(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

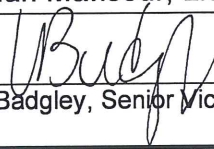
- Trade Name Walgreens #15637 Business Phone Number (920) 278-3241
- Address of Premises 150 S. Wisconsin St Post Office & Zip Code 54115-2741
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: 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 of 16,300 sq. ft.

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
Change in corporate officers

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.) Savannah Mansour, License Specialist	Title / Member Senior Vice President	Date
Signature 	Phone Number (847) 315-2297	Email Address taxlicenserenewals@walgreens.com

Lisa Badgley, Senior Vice President

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/19/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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 2022 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

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 <u>Wal-Mart Stores East, LP</u>	Address of Corporation / Limited Liability Company (if different from licensed premises) <u>702 SW 8TH ST, LICENSING DEPT. 8916, BENTONVILLE, AR 72716-0500</u>
--	--

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 <u>VAN VONDEREN JR.</u>	(First) <u>FRANK</u>	(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 <u>SEE ATTACHED LIST</u>	(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)

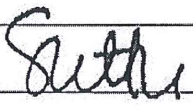
C. Business Information

- Trade Name WALMART #5090 (LIQUOR STORE) Business Phone Number 920-722-0782
- Address of Premises 1415 LAWRENCE DRIVE Post Office & Zip Code DE PERE, WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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.)
1 room, 1 story building approx. 186,215 SQ. FT. INCLUDING STALLS IN PARKING LOT
WITHIN 150 FT OF STORE ENTRANCE THAT ARE SPECIFICALLY DESIGNATED FOR ONLINE GROCERY
PICKUP.

Applicant's Wisconsin Seller's Permit Number <u>456-1020028180-05</u>	
FEIN Number <u>71-0862119</u>	
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	\$ <u>30</u>
TOTAL FEE	\$ <u>170439</u>

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.) Sarah Little	Title / Member Assistant Secretary	Date 2-10-2022
Signature 	Phone Number (479) 544-7713	Email Address sarah.little@walmart.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 3/18/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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 _____

WAL-MART STORES EAST, LP
Renewal Alcohol Beverage License Application

Response to Item B:

<u>Title</u>	<u>Name</u>	<u>Home Address</u>
President and CEO	Timothy S. Skinner	
Senior Vice President and Chief Ethics and Compliance Officer	John R. Scudder	
Assistant Treasurer	Matthew W. Allen	
Assistant Secretary	Sarah C. Little	

The above officers/directors own less than 1% of the stock of Wal-Mart Stores, Inc., a public corporation.

The above officers/directors are those designated with authority for all licensing matters and serve in the capacity as listed above for Wal-Mart Stores, Inc., Wal-Mart Stores East, Inc., Wal-Mart Stores East, LP, Wal-Mart Louisiana, LLC and Wal-Mart Stores Texas, LLC.

WSE Management, LLC and WSE Investment LLC own the limited and general partnership interests in Wal-Mart Stores East, LP.

WSE Management, LLC	General Partner	1%
WSE Investment LLC	Limited Partner	99%

Response to Item C.6.a:

From time to time, Walmart and its affiliated entities have had minor convictions for violations of laws related to such things as sales of alcoholic beverages or tobacco to minors, invoicing issues, and similar minor violations. Such convictions have resulted in various administrative or regulatory penalties. Any assessed orders or sanctions have been complied with, satisfied or settled.

Response to Item C.6.b:

Walmart Inc. directly and through its subsidiaries, operates numerous retail stores and clubs and holds licenses to sell alcoholic beverages in many of its retail outlets. From time to time, Walmart has been charged with minor violations of laws related to such things as sales of alcoholic beverages to minors, invoicing issues, and similar minor violations that have resulted in administrative or regulatory action. Any assessed orders or sanction have been complied with, satisfied or settled.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- Class B Beer & Class B Liquor Apps 5_17_22 (PDF)

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

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7.1.2022 ending: 6.30.2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

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)
<u>HC GEMINI, INC dba THE ABBEY</u>	<u>303 PEARL STREET DE PERE, WI 54115</u>

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)
<u>COUNARD</u>	<u>KERRY</u>	<u>JOHN</u>	<u>ABOVE</u>

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)
<u>COUNARD</u>	<u>KERRY</u>	<u>JOHN</u>	<u>ABOVE</u>
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 ABBEY Business Phone Number (920) 336-7242
2. Address of Premises 303 PEARL ST. DE PERE 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 ☐

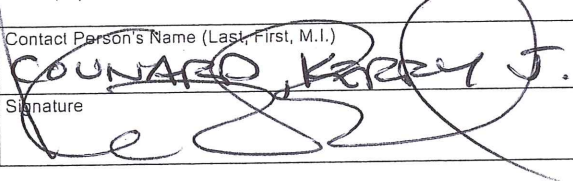
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and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

PATIO, BALCONY & BANQUET / PARTY ROOM
FULL KITCHEN & BAR SERVICES W/ FOOD

Applicant's Wisconsin Seller's Permit Number <u>456-0000016586-03</u>	
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	\$ <u>30.00 4-18-22 1710</u>
TOTAL FEE	\$

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.) COUNARD, KERRY J.	Title / Member OWNER/MGR	Date 4.27.22
Signature 	Phone Number 920-660-3650	Email Address abbeylaw303@yahoo.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/19/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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 DePere Renewal Alcohol Beverage License Application

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

For the license period beginning: 07 01 2022 ending: 06 30 2023
(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

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 <u>Green Room Theatre LLC</u>	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 <u>Nehring</u>	(First) <u>Chad</u>	(Middle Name) <u>Lee</u>	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 <u>Nehring</u>	(First) <u>Chad</u>	(Middle Name) <u>Lee</u>	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>Cravillion</u>	(First) <u>Jamie</u>	(Middle Name) <u>Douglas</u>	Home Address (Street, City or Post Office, & Zip Code) <u>2</u>
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

- Trade Name ComedyCity Theatre Business Phone Number 920-345-2600
- Address of Premises 365 Main Ave, Suite E Post Office & Zip Code DePere, WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Entire premises including theatre seating area, bar, box office, storage areas, closets and lockers.

Applicant's Wisconsin Seller's Permit Number 456-1028055060-02	
FEIN Number 46-+1332825	
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	\$ <u>20-</u>
TOTAL FEE	\$ <u>20-</u>

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.) Nehring, Chad L	Title / Member Member Owner	Date 04/01/2022
Signature 	Phone Number 920-606-4939	Email Address chad@comedycity.net

TO BE COMPLETED BY CLERK

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

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 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 _____

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07/01/2022 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

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

County of Brown Aldermanic Dist. No. n/a
(if required by ordinance)

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last) Hoffman	(First) Raymond	(Middle Name) J	Home Address (Street, City or Post Office, & Zip Code) 11
Full Name (Last) Hoffman	(First) Frederick	(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 Hoffman Investments Inc.	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 Hoffman	(First) Raymond	(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 Hoffman	(First) Raymond	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name Hoffman	(First) Frederick	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) 1
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

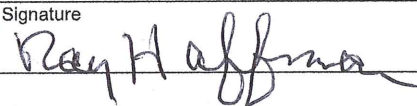
- Trade Name Old No 7 Business Phone Number 920-337-6369
- Address of Premises 121 N 10th Street Post Office & Zip Code De Pere WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Bar room 30x40 26x30, Patio 10x30, Basement 40x48 32x30

Applicant's Wisconsin Seller's Permit Number 456-0000509612-03	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 30.00
TOTAL FEE	\$

5. 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.) Hoffman, Raymond	Title / Member	Date 4/5/2022
Signature 	Phone Number 920-336-7399	Email Address

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/12/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

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

PENDING CHARGE

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

Renewal Alcohol Beverage License Application

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

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

Town of De Pere
Village of De Pere
City of De Pere

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

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

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 <u>The Landing Bar & Grill LLC</u>	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 <u>Vandeyacht</u>	(First) <u>Elizabeth</u>	(Middle Name) <u>Ann</u>	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

- Trade Name The Landing Bar & Grill, LLC Business Phone Number 920-983-6950
- Address of Premises 1605 Fort Howard Ave. Suite C Post Office & Zip Code De Pere 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Bar, Cooler, Storage area, Outside bar area.

Applicant's Wisconsin Seller's Permit Number

456-1028188277-0P

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	\$ <u>30</u>
TOTAL FEE	\$ <u>1708.11</u>

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
Vandeyacht Elizabeth A.	Owner	11-5-2022
Signature	Phone Number	Email Address
Elizabeth A Vandeyacht	920-434-9256	Vbetsy@newrr.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
4/5/22		
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

1.a

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: 07/01/22 ending: 6/30/23
(mm dd yyyy) (mm dd yyyy)

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

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

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

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)
<u>Re-Serve Capacity Supply, LLC</u>	<u>5542 Sportsman Dr De Pere WI 54115</u>

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)
<u>Bauer</u>	<u>Kevin</u>	<u>Alan</u>	<u>5542 Sportsman Dr De Pere WI 54115</u>

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)
<u>Bauer</u>	<u>Kevin</u>	<u>Alan</u>	<u>5542 Sportsman Dr De Pere WI 54115</u>
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

- Trade Name The Longbranch Business Phone Number 920-309-1436
- Address of Premises 334 Main Avenue Post Office & Zip Code De Pere, WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st Floor + Basement Storage

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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

Contact Person's Name (Last, First, M.I.) Kevin A. Bauer	Title / Member Owner	Date 4-27-02
Signature Kevin A. Bauer	Phone Number 920-309-1436	Email Address kevin@re-serve.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/27/02	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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: 07/01/2022 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

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 <u>Nicky's Inc.</u>	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 <u>Nick</u>	(First) <u>Thomas</u>	(Middle Name) <u>Michael</u>	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 <u>Nick</u>	(First) <u>Thomas</u>	(Middle Name) <u>M</u>	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>Nick</u>	(First) <u>John</u>	(Middle Name) <u>R</u>	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name <u>Nick</u>	(First) <u>Thomas</u>	(Middle Name) <u>M</u>	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name <u>Nick</u>	(First) <u>John</u>	(Middle Name) <u>R</u>	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name <u>Olejniczak</u>	(First) <u>Thomas</u>	(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 Nicky's Lionhead Tavern and Grill Business Phone Number (920) 983-2991
2. Address of Premises 331 Main Ave. West De Pere Post Office & Zip Code WI 54115

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

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

Mezzanine closet sidewalk cafe in front of premises and in
Alley west of premises, front bar, back bar, Restaurant

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.) Nick Thomas M.	Title / Member	Date
Signature Thomas M. Phil	Phone Number (920) 609-9978	Email Address TNickeCenturTel.net

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/8/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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 of Alcohol Beverage License Application

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

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

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

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

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

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 <u>Eschling</u>	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 <u>Hertwell</u>	(First) <u>TJC</u>	(Middle Name) <u>David</u>	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 <u>Hertwell</u>	(First) <u>TJC</u>	(Middle Name) <u>David</u>	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 Pasquales Business Phone Number 920 336-3330
2. Address of Premises 305 Main Ave De Pere Post Office & Zip Code 54115

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

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

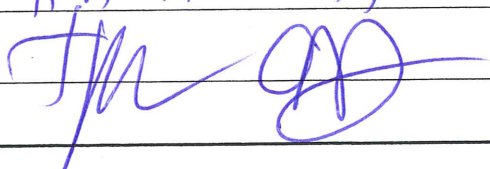
Patio

Applicant's Wisconsin Seller's Permit Number <u>456-1027038277-03</u>	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$ <u>30.00</u>

Rec'd 4/31 170872

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.) Acertwell Tyc D	Title / Member CEO	Date 3-31-22
Signature 	Phone Number 920 819 3220	Email Address Tyciah @ theisupply.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/5/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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: 07/01/2022 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

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)
<u>George Street Bar LLC</u>	<u>415 George St. Depere WI 54115</u>

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)
<u>Conard</u>	<u>Leslie</u>	<u>Mae</u>	

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)
<u>Same as agent</u>			
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

- Trade Name McGeorge's Pub Business Phone Number 920 676-7677
- Address of Premises 415 George St. Depere Post Office & Zip Code 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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, closet
Storage rooms

Applicant's Wisconsin Seller's Permit Number <u>456-1026204228-02</u>	
FEIN Number <u>45-3029105</u>	
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	\$ <u>30.00</u>
TOTAL FEE	\$ <u>171441</u>

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.) Conard, Leslie M	Title / Member Owner	Date 4.25.2022
Signature Leslie Conard	Phone Number 920 366-0933	Email Address lmwilsa@yahoo.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/25/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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: 07/01/2022 ending: 06/30/2023
(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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last) <u>Conard</u>	(First) <u>Leslie</u>	(Middle Name) <u>Mae</u>	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 <u>Bullseye 708 LLC</u>	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 <u>Conard</u>	(First) <u>Leslie</u>	(Middle Name) <u>Mae</u>	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 <u>Conard</u>	(First) <u>Leslie</u>	(Middle Name) <u>Mae</u>	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

- Trade Name Pub 338 Business Phone Number 920 425-3110
- Address of Premises 338 Main Ave Depere Post Office & Zip Code 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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

Applicant's Wisconsin Seller's Permit Number <u>456-1028207916-02</u>	
FEIN Number <u>46-451 3994</u>	
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	\$ <u>30.00 4-25-22</u>
TOTAL FEE	\$ <u>171441</u>

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.) Conard, Leslie M	Title / Member Owner	Date 04.25.2022
Signature Rexie Conard	Phone Number 920 364 0933	Email Address lmwils2@yahoo.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/25/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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: 7/1/2022 ending: 6/30/2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

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)
<u>Redesign & Consign, LLC</u>	<u>6224 George St. De Pere WI 54115</u>

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)
<u>Van Remortel</u>	<u>Lisa</u>	<u>M</u>	<u>1</u>

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

- Trade Name Redesign & Consign, LLC Business Phone Number 920-471-8393
- Address of Premises 6224 George St. Post Office & Zip Code 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
Approximately 1350 Sq. ft. Retail Space
and 250 of backroom storage

Applicant's Wisconsin Seller's Permit Number

456-1030698858-02

FEIN Number

TYPE OF LICENSE REQUESTED

FEE

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

Ad 4-5-23
170836

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.) <i>Van Remortel Jesse M</i>	Title / Member <i>Owner</i>	Date <i>4-5-22</i>
Signature <i>Jesse M Van Remortel</i>	Phone Number <i>920 471 8393</i>	Email Address <i>jess@redesignandconsign.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>4/5/22</i>	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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: 7/1/2022 ending: 6/30/2023
(mm dd yyyy) (mm dd yyyy)

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

County of Brown Aldermanic Dist. No. 1
(if required by ordinance)

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

Complete A or B. All must complete C.

Applicant's Wisconsin Seller's Permit Number

456-0000202500-03

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	\$ <u>30.00 4-28-22</u>
TOTAL FEE	\$ <u>7151</u>

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)
<u>UNION HOTEL CORPORATION</u>	<u>200 N Broadway, De Pere, WI 54115</u>

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)
<u>BOYO</u>	<u>MCKIM</u>	<u>T</u>	

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)
<u>BOYO</u>	<u>Mary</u>	<u>C</u>	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>BOYO</u>	<u>Patrick</u>	<u>T</u>	
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>BOYO</u>	<u>MCKIM</u>	<u>T</u>	
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>H</u>	<u>H</u>	<u>H</u>	
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

- Trade Name UNION HOTEL Business Phone Number 920-336-6131
- Address of Premises 200 N BROADWAY Post Office & Zip Code De Pere, WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☐ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 3 story brick building plus adjacent barn, cocktail lounge, bar and 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? ☒ 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.) Boyd, McKim T.	Title / Member owner	Date 5/26/2022
Signature McKim T. Boyd	Phone Number 920-336-8131	Email Address mckim1883@yahoo.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/27/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

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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 2022 ending: 06 30 2023
(mm dd yyyy) (mm dd yyyy)

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

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

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

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)
Vander Bloomen	Bryan	Michael	
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)

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 Replay Sports Bar & Grill Business Phone Number 920-330-9011

2. Address of Premises 1731 Ft. Howard Ave Post Office & Zip Code De Pere 54115

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

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

and entire fenced in back yard

Applicant's Wisconsin Seller's Permit Number 456-1024036650-03	
FEIN Number 46-4196883	
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

Rec'd
Per 4/6
Ret 1709

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.) Vander Bloomen, Bryan M.	Title / Member Owner	Date 04/06/2022
Signature <i>Bryan Vander Bloomen</i>	Phone Number 920-819-6431	Email Address bryanvanderbloomen@ya

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/6/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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 17, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- Class B Beer & Reserve Class B Liquor Apps 5_17_22 (PDF)

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

Renewal Alcohol Beverage License Application

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

For the license period beginning: 7/1/2022 ending: 6/30/2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☐ City of _____

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

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

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)
<u>Birds Studio of Performing Arts</u>	<u>801 Heritage Dr. B De Pere WI 54115</u>

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)
<u>Bakken</u>	<u>Paul</u>	<u>N.</u>	

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)
<u>Bakken</u>	<u>Paul</u>	<u>Alicia</u>	<u>B</u>
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

- Trade Name Broadway Theatre Business Phone Number 920-445-5669
920-339-9999
- Address of Premises 123 S. Broadway De Pere Post Office & Zip Code 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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 Lobby Hall

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.) <i>Bakker Paul</i>	Title / Member <i>Sec.</i>	Date <i>4/18/22</i>
Signature <i>Paul Bakker</i>	Phone Number	Email Address <i>thebakker@gmail.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>4/19/22</i>	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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

City of De Pere
 Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 7/1/2022 ending: 6/30/2023
 (mm dd yyyy) (mm dd yyyy)

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

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

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

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)
<u>Shannons Haystack LLC</u>	<u>1122 Applewood Dr De Pere WI 54115</u>

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)
<u>Charles</u>	<u>Kevin</u>	<u>Lee</u>	

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)
<u>Charles</u>	<u>Kevin</u>	<u>Lee</u>	
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

- Trade Name Chatter House 2014 Business Phone Number (920) 351-3550
- Address of Premises 1014 George St Post Office & Zip Code De Pere 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- 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? ☒ 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.) Charles Kevin L	Title / Member owner	Date 4/8/22
Signature 	Phone Number (920) 265-2223	Email Address white dog Browndog@yahoo

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/12/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on 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 _____
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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 17, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

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

The Finance/Personnel Committee discussed this item during its regular meeting on Tuesday, May 10. Upon unanimous vote, it elected to refer this item back to staff. Discussion amongst staff has occurred and it has been determined this item is ready to move forward for consideration.

ATTACHMENTS:

- Mayor & Council - Update on City's RFP to Hire Noise Consultant (PDF)
- 2022-05-05 P01 Noise Ordinance Consulting-rb-ISSUE (PDF)
- Noise Consultation Proposal (C2050) 2022-05-05 (PDF)
- 220505 Cerami Proposal - De Pere Noise Ordinance - M37773-01 (PDF)

**CITY OF DE PERE
MEMO**

To: Mayor James G. Boyd, Chair
Common Council

From: Kristen Johnson, Assistant City Attorney

Date: May 17, 2022 (Common Council meeting date)

RE: Update on City's Request for Proposals to Hire Noise Consultant

The Finance/Personnel Committee voted at the March 8, 2022, meeting to authorize staff to put out a request for proposals (RFP) seeking noise consultants to review and recommend potential revisions to the city's current noise ordinance.

The Law Department put together an RFP and sent it out to seven consultants. These companies were identified primarily through the National Council of Acoustical Consultants website (ncac.com). The RFP requested that proposals be submitted to the city by April 22, 2022. The city received no proposals by April 22, 2022.

Since April 22, the Law Department has reached out directly to several other companies to determine if they would be willing and able to provide the requested services. The city received three proposals from the following firms: Arup US, Inc., Avant Acoustics, and Cerami & Associates.

Below I will attempt to summarize the pros and cons of each proposal identified by the Law Department:

- Arup US, Inc.: Includes review of and recommendations to the noise ordinance and attendance at virtual meetings. Estimated cost not to exceed \$15,000. The proposal does not include site visits or noise surveys, but those may be performed and billed separately if determined necessary through consultation with city staff.
- Avant Acoustics: Includes review of and recommendations to the noise ordinance and an on-site noise survey over a three-day period which may include in-person meetings. Estimated cost is \$17,250. Review of and recommendations to the building code will be billed separately if requested by the city.
- Cerami & Associates: Includes site visits, noise surveys, recommendations for revisions to both the noise ordinance and the building code, meetings with city staff, and participation in public meetings. The services are comprehensive; however the firm estimated a cost of \$60,000.

When submitting the proposal, the representative did indicate their proposal was intentionally high and that finalizing a work plan would provide a better idea of actual cost.

Recommendation: Based on the proposals received, Arup and Avant Acoustics provided similar estimates. Avant is slightly higher but does include a noise survey and site visit in the estimate. Both firms indicate additional services may be billed separately and have included hourly fees of their professional staff. Because Avant includes a site visit/noise survey and indicates the building code may be considered as an additional cost, the Law Department would recommend accepting Avant's proposal.

At this time, there is no money identified in the 2022 budget for this item. If the Council wishes to proceed with hiring a consultant this year, the money could come from unassigned reserves. Alternatively, the Council could account for this expense in the 2023 budget. If the Council decides to wait until 2023, the costs identified in the proposals may change.

Please do not hesitate to contact me directly with any questions.

KKJ

City of De Pere

De Pere Noise Code

Acoustic Consulting Services

Reference: P01

May 4, 2022



Contents

1.	Introduction	1
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Tables

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Figures

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Appendices

No table of contents entries found.

1. Introduction

Arup US, Inc. (Arup) is pleased to offer this proposal for acoustical consulting services for supporting revision of the noise ordinance.

Should you have any questions, please feel free to contact:

Ryan Biziorek

Associate Principal | Acoustics, Audiovisual

t +1 312 849 6368

e ryan.biziorek@arup.com

Arup US, Inc.

35 East Wacker Drive, Suite 1800

Chicago, IL 60601

USA

arup.com

2. Project Brief

This proposal is based on the following:

- RFP dated March 2022 from the City of De Pere received via email on April 25, 2022
- Email and telephone correspondence with Kristen Johnson, Assistant City Attorney between April 25 and May 2, 2022

A mixed used development in the City's downtown area was recently completed and includes multi-family residential units. The City has received noise complaints from residents who are disturbed by activity from entertainment venues. The noise ordinance is dated and does not include detailed performance criteria or specificity for sound pressure levels, metrics, equipment, etc. Future changes to zoning may support similar developments where competing acoustic uses are near one another.

The City is seeking support from an acoustic consultant to review the current noise ordinance, evaluate precedent noise ordinances, and propose updates and/or revisions to address current and future noise issues. Arup will advise the City on technical acoustical matters with the understanding that the interpretation, writing, implementation and enforcement of the Noise Code is part of the City's responsibility and not part of Arup's scope.

3. Project Schedule

This proposal is based on the following schedule developed from our past experience with similar projects. Dates associated with the durations will be developed with the City.

- Phase 1 – Kick-Off & Intake 3 weeks
- Phase 2 – Noise Ordinance Language 4 weeks

Upon completion of any phase of the project we will commence work on the subsequent phase upon written confirmation that the work of that phase has been accepted and approved as the basis for all further project development.

4. Personnel

The scope of work described in this proposal will be provided by a qualified local Arup team with focused relevant experience with environmental noise, zoning aspects of noise, writing performance criteria for codes / lease language, and industry standards.

The proposed Project Director, Project Manager and discipline leader for the key skills are as follows:

- Ryan Biziorek, LEED AP / Project Director and Project Manager
- Jennifer Smid / Project Technician, Acoustics
- Chris Pollock / Project Reviewer & Advisor

Further information about our team organization and key staff resumes for this project can be provided on request.

5. Meetings & Site Visits

Our scope of work includes the following meetings and site visits:

- Two (2) virtual meetings in Phase 1
 - Meeting #1 – Kick-off to review the noise ordinance, documentation provided by the City, and review the project approach
 - Meeting #2 – Presentation to discuss intake findings and preliminary recommendations
- Two (2) virtual meetings in Phase 2
 - Meeting #1 – Review memo deliverable
 - Meeting #2 – Review mark-ups of draft noise ordinance language (by others)

Our fees do not include attendance at weekly meetings or site visits.

The need for site visits to conduct measurements will be determined at a later date as the need for this activity will be dependent on the findings, analysis and recommendations from the prior phases.

In light of the recent declaration by the World Health Organization designating the outbreak of novel coronavirus (Covid-19) as a pandemic and in line with Arup's commitment to the health, safety and welfare of its staff, Arup reserves the right to cancel, postpone and/or restrict in-person attendance at meetings or visits to site in respect of the Project.

6. Fees

For the scope of work described herein, we will invoice you on a time basis at the hourly billing rates given in Appendix B with a not to exceed upset limit of \$15,000.

- Fees are in US Dollars, and are net of any and all taxes. Fees exclude all expenses. Payment of our fees shall not be dependent on our client receiving funding from a third party.
- Hourly rates are subject to review and revision each April.
- Our upset limit is based on a blended hourly rate of \$225/hr. This equates to 66 hours of person power.

- We will require a mobilization fee of \$3,750. This will be credited against our last invoice on the project.
- A schedule of monthly payments shall be agreed with the client. In the event that payments are not received by the agreed time we reserve the right to stop work.
- Our fee is based on the project description in this Agreement. We reserve the right to re-negotiate our fee if the project's size, scope, complexity or construction budget changes.
- Upon completion of any phase of the project, we will only commence work on the subsequent phase upon written confirmation from your office and the Owner that the work of that phase has been accepted and approved as the basis for all further project development.
- The basis of our fee assumes a reasonable continuity of schedule through the project.

6.1 Reimbursable Expenses

Out-of-pocket expenses will be invoiced at cost plus 10% and will include:

- Printing, plotting and reproduction of documents
- Travel expenses
- Messenger service and overnight mail
- Equipment rental and shipping

Invoices for reimbursable expenses will be submitted monthly.

7. Terms and Conditions

Our standard contract, is attached in **Error! Reference source not found.** and represents our standard terms and conditions. This forms an integral part of Arup's agreement to provide services to the City. The standard contract, together with our proposal, will control the entire agreement between us, unless or until another contract is agreed to and signed by both parties.

We have received the City's sample consultant agreement within the RFP but have not reviewed in entirety due to time constraints. However, we are confident that we can reach mutually satisfactory terms based on our collaborations with many other government agencies. In any event, whatever form of contract is ultimately agreed, please note that the following items are fundamental to us:

- (i) a reasonable standard of care in line with current industry practice;
- (ii) a mutual waiver of consequential damages and an overall reasonable limitation of liability;
- (iii) indemnification obligations aligned with insurance coverage;
- (iv) a practical additional fee mechanism to cover costs incurred by us performing services outside of our basic scope, including revisions or modifications caused by reasons outside of our control; and
- (v) a right to suspend services if we are not paid in a timely manner.

Travel Restriction due to Health, Safety & Wellbeing

The Parties agree that, notwithstanding requirements specified elsewhere in this proposal, persons engaged in the performance of this contract shall not be required to travel contrary to travel advice or where it is reasonably deemed that to do so would prejudice their health, safety or wellbeing. The design team/Arup shall use reasonable endeavors to facilitate the diligent performance of its obligations. However, Arup shall not be liable for any delay or disruption to the performance of any services arising from COVID-19 outbreak.

We reserve the right to revise this proposal if authorization is not received by April 30th, 2022.

8. Agreement

If you are in agreement with our proposal, please sign below and return a copy to us as our authorization to proceed. We very much look forward to working with you on this project.

Agreed and accepted by City of De Pere:

Signature

Name

Date

Appendix A

Scope of Work

A.1 Acoustics

Our basic scope of work is to review the City Noise Ordinance and develop recommendations for revisions / additions to the code in alignment with present and future community well-being and land-use planning.

Recommendations for performance criteria, reference standards, etc. shall be provided. Authoring the noise ordinance language is the responsibility of other parties.

A.1.1 Phase 1 – Kick-Off & Intake

- Meet with the City and other key project stakeholders to determine the goals for the project
- Review the current noise ordinance and up to four (4) additional precedents identified by the City.
- Review up to three (3) additional noise ordinance precedents selected by Arup based on our past experience and the project goals.
- Prepare a presentation to summarize key findings and initial recommendations.
- Meet with the City to present the findings and initial recommendations.

Deliverables

- PDF copy of presentation with summary of intake findings and initial recommendations.

A.1.2 Phase 2 – Noise Ordinance Language

- Review additional codes and standards which may influence or govern noise ordinance requirements such as:
 - State noise ordinances
 - Permitting for events
 - Local/State/National building codes
 - Standards for measurement of sound
- Develop performance criteria and draft clauses for revision and addition to the noise ordinance. Clauses will be limited to up to two (2) space typologies (e.g. dwelling and exterior).
- Review up to three (3) drafts of noise ordinance language (by others).
- Participate in meetings with the City to review recommendations and comments

Deliverables

- Memo identifying codes and standards that influence noise ordinance requirements, performance criteria, and draft noise ordinance clauses.
- Mark-ups of draft noise ordinance language
- Notes from meetings for inclusion in minutes (by others)

A.1.3 Exclusions

- Participation in meetings beyond those noted in our scope of work
- Preparation of materials for community meetings
- Review of noise ordinances beyond the quantity noted in our scope of work

Appendix B

Hourly Rates

Title	Hourly Billing rate (USD)
Principal	\$400 - \$495
Associate Principal	\$290 - \$410
Associate	\$255 - \$310
Senior Consultant II	\$235 - \$270
Senior Consultant I	\$175 - \$260
Consultant III	\$160 - \$205
Consultant II	\$155 - \$195
Consultant I	\$150 - \$195
BIM Manager	\$200
Senior BIM Technician	\$185
BIM Technician	\$150
Senior Project Controls	\$240
Project Controls	\$160
Project Administration	\$120

Rates are reviewed April 1st of each year.

Appendix C

Standard Terms and Conditions



<u>May 5, 2022</u>	<u>City of De Pere</u>	<u>Arup US, Inc.</u>	<u>City of De Pere</u>	<u>Noise Ordinance</u>	<u>None</u>
<i>Date</i>	<i>Client Entity</i> <i>("Client")</i>	<i>Arup Entity</i> <i>("Arup")</i>	<i>Owner Entity ("Owner")</i>	<i>Project Title</i> <i>("Project")</i>	<i>Exhibits</i>

1. EXTENT OF AGREEMENT: These terms and conditions are hereinafter referred to as the "Agreement" and supplement and govern all aspects of the obligations and liabilities between Arup and the Client relating to the Project. Unless otherwise expressly defined, the terms used in this document have the same meaning as terms in the engineering proposal ("Engineering Proposal") which this document may supplement. This Agreement shall control and supersede all prior or simultaneous negotiations, representations and agreements, either written or oral including separate agreements between the Client and an Owner or other party if applicable. In the event that this Agreement is not fully executed, it shall nonetheless be effective and controlling to the parties so long as Arup has provided same to the Client.

2. DEFINITIONS:

2.1. The term "**Instruments of Service**" means the plans, specifications, reports, opinions, letters and or other deliverables prepared by or for Arup, in any medium, including graphic and pictorial representations, which relate to its professional services for the Project and shall include but not be limited to engineering designs, details, schedules, diagrams and written descriptions which set forth the design intent of the Project. If the Instruments of Service are a report, it is understood by the Client that it is intended for and may be relied upon only by the Client and other expressly identified project stakeholders. Arup shall be entitled to rely on the completeness and accuracy of services, information and documents furnished by or on behalf of Client.

2.2. The term "**Work**" means the construction and services, supplies, labor, equipment, materials, components, or assemblies related to or required for the construction of the Project by a contractor and other construction specialists. The Work may constitute the whole or a part of the Project, whether completed or partially completed.

2.3. The term "**Record Documents**" means documents that are provided to the Owner at the completion of the construction contract, recording changes from Construction Documents made during construction such as drawings, specifications, addenda, change orders and other modifications, approved shop drawings, product data, samples, and similar submittals.

2.4. The term "**Standard of Care**" shall mean the standard under which Arup's services shall be evaluated which shall be in accordance with current, accepted professional engineering practice appropriate for the size, complexity, schedule, and other characteristics of the Project in the jurisdiction where the Project is located.

3. ARUP'S RESPONSIBILITIES: Arup shall prepare the Instruments of Service in a manner consistent with the Standard of Care and shall only be liable for negligent errors and omissions which fall below that standard. Any error in the Instruments of Service, whether or not in violation of the Standard of Care, shall be promptly corrected by Arup without charge to Client for the effort in effectuating same upon discovery by, or notice to, Arup. Client and Arup agree that the Instruments of Service, while consistent with the Standard of Care as defined above, may contain errors, omissions, and inconsistencies (collectively "Errors") at the time they are provided to the Client. If the Errors do not increase the Project cost by more than five percent (5%), Client releases Arup from liability for increase in the Project cost in connection with the Errors. This release does not limit Arup's liability for increases beyond five percent (5%) in the event the Instruments of Service are not prepared in a manner consistent with the Standard of Care.

4. CLIENT'S RESPONSIBILITIES: The Client shall provide the following: (1) Full information identifying its requirements for and limitations on the Project. (2) A representative authorized to act on the Client's behalf with respect to the Project who shall render decisions in a timely manner pertaining to all requests and/or documents submitted by Arup. (3) A periodic update to the budget for the Project with the understanding that same shall not be materially changed and shall not significantly increase or decrease the portion allocated for the services set forth in the Engineering Proposal without the agreement of Arup as to whether the change will require a corresponding change in the Project scope and quality. (4) Tests, inspections and reports required by law or the Agreement, including, but not limited to, chemical tests and tests for hazardous materials. (5) All legal, insurance and accounting services, including auditing services that Client determines necessary to address its needs and interests relating to the Project. (6) All fees necessary for securing the approval of authorities having jurisdiction over the Project. (7) Prompt written notice to Arup if the Client becomes aware of any Arup fault or defect on the Project. (8) Recognition that there will be changes and additions to engineering drawings during construction as a result of field conditions or unanticipated developments and that Client shall establish a design and construction contingency fund after discussion with Arup to cover additional costs which may result from such changes and additions. (9) If applicable the Client shall review and approve submissions for each phase of the work in a timely manner and shall authorize Arup in writing to proceed with each succeeding phase. The Client shall provide written notice of any known inconsistencies in Arup's services expeditiously after discovery.

5. ADDITIONAL SERVICES: Arup's fee was determined based on expected time and effort to complete its scope of services as defined in the Engineering Proposal for the Project and with the construction cost and construction schedule contemplated in the original budget and schedule. It is understood and acknowledged by the Client and/or the Owner that Arup shall be entitled to an equitable adjustment of its fees so that the percentages of its fee to construction cost remain constant if the design or construction schedule is lengthened beyond the original schedule or if the construction cost or project budget is increased beyond five percent (5%). Except to the extent caused by a negligent error or omission, if the Client requests that Arup perform any of the following services (the "Additional Services"), the Client shall provide Arup with additional compensation equal to Arup's hours expended at Arup's standard hourly rates. Arup's hourly rates are subject to annual adjustment in accordance with Arup's standard practice. In the alternative, the Client and Arup may agree on stipulated sum fees for specific Additional Services. In no event shall Arup be compelled or required to perform what it deems in its reasonable professional judgment to be an Additional Service unless and until the Client and/or Owner provides the appropriate written change order.

5.1. PRIOR TO ISSUANCE OF CONSTRUCTION DOCUMENTS: It shall be an Additional Service if Arup is requested to make any revisions in the Instruments of Service when such revisions are: (1) inconsistent with approvals or instructions previously given by the Client; (2) required because of changes in the Project including, size, quality, complexity, the Client's schedule, the Client's budget, or the method of bidding or negotiating and contracting for construction; (3) required due to errors or omissions in the services of any other Consultant working for the Owner; (4) required by the enactment or revisions to codes, laws or regulations subsequent to the preparation of such documents; (5) due to changes required as a result of the Client's failure to render decisions in a timely manner; or (6) required to reduce the cost of the Project to comply with previous cost estimates or Project budgets, including value engineering. If this project is located outside of the United States or Canada, any and all costs associated with corporate or personal registrations and/or business permits has been excluded and will be charged as an additional sum at cost to the Client.

5.2. AFTER THE ISSUANCE OF CONSTRUCTION DOCUMENTS: All of the following activities after the issuance of construction documents shall be considered Additional Services: (1) preparing any

changes to the Instruments of Service or preparing other documentation, analysis and supporting data, evaluating contractors' proposals, and providing other services in connection with change orders and construction change or extra work directives; (2) providing services in connection with evaluating substitutions or alternates proposed by a contractor, the Client or others; (3) providing services made necessary by the default or termination of a contractor, by defects or deficiencies in the construction of the Project or by the failure of performance on the part of the Client, any contractor or others performing services or Work in connection with the Project; (4) providing services in connection with claims submitted by any contractor or others performing services or providing Work on the Project; (5) providing services in connection with the preparation for legal proceedings or attendance at public hearings or other meetings (6) providing services when submittals are reviewed prior to receiving a submittal schedule, reviewing submittals out of sequence, or if more than two reviews are required of any submittal (7) providing services in responding to unnecessary, excessive or unreasonable requests for information submitted by the Client, any contractor or others who are performing Work or supplying materials in connection with the Project; (8) providing services in excess of one punch list compilation for each area or component of the Project and one review of the punch list items for completion; (9) providing any services requested by the Client after the earlier of the issuance of the final Certificate for Payment or sixty (60) days after Substantial Completion was originally scheduled; (10) providing services that are not customarily provided by an engineer as basic services on projects of similar size, complexity and scope as the Project and which have not been set forth as Basic or Additional Services in this Agreement; (11) providing "fast track" services; or (12) segregating bidding packages for pricing and award of contracts for the construction of the Project. (13) providing Record Drawings (as defined in Article 7.5)

6. LIMITATIONS OF LIABILITY:

6.1. AGGREGATE LIMITS: TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AND ARUP EACH WAIVE ANY RIGHT TO CONSEQUENTIAL, LIQUIDATED OR INCIDENTAL DAMAGES AND AGREE THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ARUP AND ARUP'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND INDEPENDENT PROFESSIONAL ASSOCIATES OR ENGINEERS, AND ANY OF THEM, TO THE CLIENT AND ANY ONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, SPECIFICALLY INCLUDING ANY THIRD PARTY BENEFICIARIES OR INDEMNIFIED PARTIES, FOR ANY AND ALL INJURIES, CLAIMS LOSSES, EXPENSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO ARUP'S SERVICES, THE PROJECT OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION, OR BREACH OF WARRANTY OF ARUP OR ARUP'S OFFICERS, DIRECTOR, EMPLOYEES, AGENTS OR INDEPENDENT PROFESSIONAL ASSOCIATES OR ENGINEERS, OR ANY OF THEM, SHALL NOT EXCEED THE LESSER OF THE TOTAL COMPENSATION RECEIVED BY ARUP FOR THE SPECIFIC WORK PERFORMED RESULTING IN CLIENT'S DAMAGES OR THE LIMITS OF THE AVAILABLE INSURANCE COVERAGE SPECIFICALLY IDENTIFIED AND REQUIRED BY THE CLIENT FOR THIS PROJECT AT THE TIME OF JUDGMENT.

6.2. WARRANTIES/GUARANTEES: Arup makes no express or implied warranty or guaranty of any sort. All warranties and guarantees, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

6.3. NO THIRD PARTIES: Services provided by Arup herein are solely for the benefit of the Client and nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party.

7. RESPONSIBILITY FOR CONSTRUCTION OF PROJECT

7.1. INSTRUMENTS OF SERVICE: The Instruments of Service are not a substitute for the shop drawings and other submittals which will be used to actually construct the Project. Nothing in the Agreement shall create or be deemed to create any duty upon Arup to supervise the construction means and methods and/or safety procedures of any contractor, subcontractor, or their employees or agents, or any other person or party. Arup shall not incur any liability as a result of the acts, omissions, or failure to properly perform of any contractor, subcontractor, or their employees or agents, or any other person or party.

7.2. REVIEW SERVICES: Observation or review services performed by Arup pursuant to the Agreement, whether of material or work and whether performed prior to, during or after completion of construction, are performed solely for the purpose of attempting to determine general conformity of the work performed by others with the design intent of contract plans and specifications. Although Arup will follow standard industry practices and procedures, as appropriate under the circumstances, Arup may nevertheless fail to detect non-conformances. In the absence of gross negligence, and without affecting other limitations herein, Arup shall not be liable to the Client for the economic or other consequences stemming from such undetected non-conformances or their subsequent correction. It is agreed that the professional services of Arup do not extend to or include the review or site observation of a contractors' work or performance. Arup has no responsibility to reject or stop work of any employee or agent of Client.

7.3. RESPONSIBILITY FOR CONSTRUCTION COSTS: Arup is not responsible for the actual construction of the Project and shall not be deemed to have a duty of means and methods. Upon the request of the Client, Arup shall review and comment on any proposed Project construction budget or estimates of construction costs prepared by or for the Client. The Client acknowledges Arup is not responsible for (1) cost increases due to the timing of a contractors' buy-outs for the Project; (2) the cost of labor, materials or equipment; (3) Contractors' methods of determining bid prices; (4) competitive bidding, market or negotiating conditions; (5) contractors', fabricators' or suppliers' failure to meet Project schedules; or (6) the quality of construction work or the materials supplied for the Project. Accordingly, Arup makes no representation that bids or negotiated prices will not vary from the Client's Project construction budget or from any estimate of construction costs reviewed by Arup. The Client further agrees that Arup shall have no liability for actual construction costs exceeding the Project construction budget or prior cost estimates. If the Client requests that Arup provide redesign services to reduce construction costs, Arup shall be compensated for such redesign efforts as Additional Services, provided that such redesign efforts were not required due to a negligent error, inconsistency or omission in the Instruments of Service.

7.4. RESPONSIBILITY FOR PROJECT SCHEDULE: Arup is responsible for meeting the milestone dates set forth in a schedule of design deliverables that it agrees to and are incorporated in to the Client's Project Schedule. However, if Arup is delayed or disrupted in performing its services or its ability to meet any of its specific milestone dates is adversely affected in either case by the actions of the Client, construction manager, any contractor or others, or for reasons beyond Arup's reasonable control (including without limitation a Force Majeure Event), then: (1) Arup's liability for missing any milestone dates shall be reduced to the extent the delay is caused by the actions or failure to act of others or for reasons beyond Arup's control, (2) the time for performance of Arup's services shall be

equitably adjusted, and (3) Arup shall be compensated for any additional resources employed as an Additional Service.

7.5. RECORD DOCUMENTS: The Client acknowledges that Arup is generally not responsible for the production or modification of Record Documents as it is a contractor's sole responsibility, who through its superintendent, is constantly present at the site, in control of operations, and involved in all details of construction. Should Arup be requested to prepare or modify Record Documents, the Client understands the limitations of the Record Documents and acknowledges and agrees that Arup has not verified the accuracy or completeness of the information on which the Record Documents are based and agrees to indemnify and release Arup for any liability for any errors or omissions that may be incorporated therein.

7.6. ACCELERATED PROJECT DELIVERY OR FAST TRACK: In the event the Client chooses to take advantage of the potential time and cost savings benefits of an accelerated project delivery or fast-track process, the Client acknowledges that it has been advised that the Project will be affected. Some of the effects of either process include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated construction documents for permitting, bidding, and construction purposes. The Client acknowledges that the Project, if developed on either basis, will likely require associated coordination, design, and redesign of parts of the Project after construction documents are issued and the construction contract is executed, and may require removal of work-in-place, all of which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, the Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from either process.

7.7. ELECTRONIC FILES: If requested, Arup shall provide the Client with the Instruments of Service in electronic form. However the Client recognizes that the use of electronic media such as CADD formats may subject them to tampering, and modifications by parties over whom Arup has no control and which may result in discrepancies and translation errors stemming from differences in computer software, hardware and equipment-related problems, disc malfunctions and user error. The Client releases Arup from any claims as a result of differences between Arup's filed hard copy and the electronic form of the Instruments of Service if applicable. For each recipient to whom the Client provides the Instruments of Service in electronic form or to whom Arup provides the Instruments of Service in electronic form at the Client's request or under this Agreement, the Client agrees to defend, indemnify and hold harmless Arup from all claims, causes of action, suits, demands, and damages, arising from any differences between the filed hard copy and the electronic form of the Instruments of Service.

7.8. HAZARDOUS MATERIALS: Arup's services do not include services related to detection, reporting, permitting, analysis, or abatement of asbestos, hazardous or toxic materials including molds and fungus (collectively "hazardous materials") at the Project site. In the event Arup or any other party encounters hazardous materials at the jobsite, or should it become known in any way that hazardous materials may be present at the jobsite or any adjacent areas that may affect the performance of Arup's services, Arup may, without liability for consequential or any other damages, suspend performance of services on the Project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials and warrant that the jobsite complies with applicable laws and regulations. To the fullest extent permitted by law, the Client shall defend, indemnify and hold harmless Arup, its officers, directors, shareholders, partners, principals, agents, employees, consultants, successors, and assigns from and against all liability, loss, damages, costs, and expenses, including attorneys' fees and disbursements, which any of them may at any time sustain or incur by reason of any demands, claims, causes of action or legal proceedings arising out of or in connection with asbestos, hazardous or toxic materials on the Project site.

7.9. LEED: The LEED Green Building Rating system or similar environmental guidelines ("LEED") utilizes certain design, construction and usage criteria in order to promote environmentally friendly buildings. The Client and/or Owner acknowledges and understands that LEED is subject to interpretation, and achieving levels of compliance involves factors beyond the control of Arup, including, but not limited to, the end use, operation and maintenance of the completed Project. In addressing LEED, Arup shall use the Standard of Care in performing its services, in interpreting LEED and designing in accordance with LEED. However, Arup does not warrant or represent that the Project will actually achieve LEED certification or realize any particular energy savings. Arup shall not be responsible for any environmental or energy issues arising out of the end use and operation of the completed Project.

8. INDEMNIFICATION:

8.1. ARUP INDEMNIFICATION OF CLIENT: Arup shall indemnify the Client and its officers, employees and successors from and against all third party damages, losses, and judgments, including reasonable attorney's fees and expenses to the extent they result from Arup's negligent acts or negligent omissions in the preparation of the Instruments of Service and for patent, copyright or trademark infringement attributable to Arup's services. The Client acknowledges and agrees that Arup shall have no affirmative duty to provide a defense for the Client or any other party in connection with indemnified claims and that Arup's responsibility for reimbursement of any reasonable legal fees of the indemnified parties shall be conditioned upon a finding against Arup of negligence by a court of competent jurisdiction and then only to the extent there is a clear nexus between the costs and the negligent act. The Client further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal, or employee of Arup shall have personal liability under this Indemnification provision, under any provision of the Agreement or for any matter in connection with the professional services provided in connection with the Project.

8.2. CLIENT INDEMNIFICATION OF ARUP: The Client assumes liability for and agrees to indemnify and hold harmless Arup, its consultants, and their respective officers, directors, shareholders, partners, principals, employees, and successors from and against all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise from or are alleged to arise from an act or omission of the Client, its agents, employees, consultants, contractors or construction manager (collectively for this indemnity "Client Entity"). The provisions of this section shall extend for all time notwithstanding the termination or expiration of the Agreement.

9. INSURANCE COVERAGES:

9.1. All deductibles and premiums associated with the below coverages except a project-specific policy of professional liability insurance shall be the responsibility of Arup. The use of umbrella or excess liability insurance to achieve the above required liability limits is permitted, provided that such umbrella or excess insurance results in the same type and amounts of coverage as required under the required individual policies identified below. Arup shall upon request provide to the Client certificates of insurance evidencing compliance with the insurance requirements.

9.2. MINIMUM AMOUNT OF COVERAGE: Arup shall maintain the following minimum amounts of insurance during the term of this Agreement.

Type	Coverage
Workmen's Compensation	Statutory
Employer's Liability	\$ 100,000
Commercial General (Bodily Injury/Property Damage)	\$ 500,000
Automobile Liability	\$ 500,000
Professional Liability	\$ 1,000,000
Umbrella Liability	\$ 1,000,000

9.3. PROJECT POLICIES: If the Client chooses to acquire a policy of professional liability insurance for the Project, then the Client agrees that it will pay the cost of the project policy and that Arup must agree on the limits of coverage, parties covered, deductible required and length of the policy period after substantial completion of the services.

10. OWNERSHIP AND USE OF INSTRUMENTS OF SERVICE: Arup is the author of the Instruments of Service and shall retain all common law, statutory and other rights, including copyrights.

Provided Arup is fully compensated for its services and expenses on the Project, the Instruments of Service shall be made available to be used for construction of the Project and for operation, modification and maintenance of the Project following its completion. In the event any software and/or digital models (collectively referred to as "Digital IP") is created by or on behalf of Arup in relation to the Project, Arup grants to Client a non-exclusive license to use the Digital IP for the sole purpose of completing the Project provided that Arup is fully compensated for its services and expenses on the Project. Unless otherwise agreed, Client shall not be entitled to make multiple copies of the Digital IP, permit use by multiple users of the Digital IP, and/or use the Digital IP for purposes other than the completion of the Project. Arup shall have a non-exclusive, irrevocable, royalty-free license to use any data or information supplied to it in connection with the Project (excluding personal data as defined under applicable data privacy legislation) for the purpose of improving its internal processes and project delivery. Where any data or information generated during the course of Arup's services is held within an externally-hosted data storage system, project extranet or similar hosted or controlled by the Client, the Client shall at any time up to 12 months from practical completion of the Project provide to Arup (or procure from a third party) access to all such data and information. The Client agrees that Arup will not have any liability to the Client for any revision or addition to, alteration or deviation from the Instruments of Service occurring subsequent to Arup's completion of services under the Agreement or earlier termination in accordance with the Agreement. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless Arup, its officers, directors, shareholders, partners, principals, agents, employees, consultants, successors, and assigns from and against all liability, loss, damages, costs, and expenses, including attorneys' fees and disbursements, which any of them may at any time sustain or incur by reason of any revision or addition to, misuse of or deviation from the Instruments of Service occurring subsequent to Arup's completion of services under or the earlier termination of this Agreement by or on behalf of the Client. Client acknowledges Arup's right to include photographic or artistic representations of the design of the Project among its promotional and educational materials including Arup's website or elsewhere. If the Client publicizes the Project and credits other designers, it shall give Arup credit as appropriate and in accordance with industry standards.

11. TERMINATION AND SUSPENSION: Except as otherwise provided in this section, this Agreement may be terminated by either party upon not less than thirty (30) calendar days' written notice for convenience or should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the thirty (30) calendar day notice period or fails to commence action to cure its default when the cure cannot reasonably be completed within thirty (30) days, the termination shall take effect without further notice. Upon a suspension of services by the Client or termination for convenience, Arup shall be paid for all fees and expenses for services performed through the date of the suspension / termination plus demobilization expenses. In the event of a suspension of services or a termination, Arup shall have no liability for any delay or damage caused because of such suspension/termination of services. Upon the resumption of Arup's services, Arup's fee shall be equitably adjusted and Arup shall be reimbursed for all expenses incurred as a result of the suspension. If the Client's suspension of Arup's services continues for more than ninety (90) calendar days, Arup may terminate this Agreement upon seven (7) calendar days' written notice to the Client.

12. PAYMENT PROVISION: Invoices shall be submitted monthly and payments are due within 30 days. All monies secured by the Client by its client to pay for Arup's services identified herein shall be deemed to be held in trust for Arup. Payment of Arup's fees shall not be dependent on Client receiving funding from a third party. In the event of a dispute pursuant to the services rendered hereunder, the Client shall not have the right to set off any payments due or owing to Arup. Payments due Arup and which remain unpaid shall bear interest 30 days from the date of the invoice at the rate of one and a half percent (1.5%) cumulatively per month or the maximum amount permitted by law. Arup is entitled to recover any and all legal fees and any other costs expended if it becomes necessary to pursue legal actions to collect fees due hereunder. Client expressly acknowledges that Arup shall be entitled to a judgment for its attorney fees and court costs attributable to the collection of its fees which are ultimately adjudicated/arbitrated to be rightfully due and owing. Failure of the Client to make payments to Arup in accordance with this Agreement shall be considered substantial non-performance and grounds for Arup to terminate the Agreement or suspend its services without liability for delay. Arup's full payment pursuant to this section shall be a condition precedent for its obligation of performance. Reimbursable Expenses will be billed at cost plus ten percent (10%). Reimbursable Expenses include the actual expenses incurred directly or indirectly in connection with the Project such as those for travel (including transportation and associated expenses); toll telephone calls; reproduction of Project-related documents, reproduction of drawings; filing and permit fees; delivery, express and courier services; and film and processing. Back up, including receipts, will not be provided unless specifically requested by Client at the outset and only for expenses in excess of one hundred dollars. This fee is in addition to the budget. The Client shall pay all taxes (including any goods or services tax, or any equivalent thereof) or government charges payable in respect of the services and all fees are stated exclusive of such taxes and net of any non US withholding taxes. Client shall take special care to review the email and domain when it receives invoices to confirm that they are genuine and not a cyber attack, such as phishing, pharming, etc, failure of hardware, software, human error, etc and Client assumes all risk with no right of set-off or credit for an incident not the fault of Arup. To assist Client in fraud prevention, we have initiated a Digital Signature /Certificate to allow Client to ensure the emails they receive from us originate within the Arup network.

13. NO SOLICITATION OF EMPLOYEES: The Client agrees and acknowledges that it will not, directly or indirectly, solicit or hire any employee of Arup or induce any Arup employee to terminate his or her employment with Arup without the express written consent of Arup. Recognizing that Arup has expended a substantial investment in recruitment, advertisement, testing, and training of their personnel, the Client agrees that if it violates this clause and hires an Arup employee within one year of the completion of the Project, it shall pay Arup for each employee thus hired, the amount of one (1) year's salary, at the last level of annual remuneration that employee received from Arup.

14. DISPUTE RESOLUTION: In mutual recognition of the negative consequences associated with disputes both in terms of lost time and expense to all parties, the Client and Arup agree to settle their disputes by good-faith mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any court or related legal filing fees equally. The mediation shall be held in the state and locality of the primary Arup office performing the work, unless another location is mutually agreed upon. In the event that the matter cannot be resolved through (or is not appropriate for) negotiation or mediation, the dispute shall be submitted for determination in the applicable courts of the state or territory where the primary Arup office performing the work is located and this Agreement shall be subject to and construed in accordance with the laws of that state or territory. The Client shall not assert any claim against Arup more than three (3) years after the date of the substantial completion of the Project.

15. FORCE MAJEURE: Neither the Client nor Arup shall be held accountable or penalized under the terms of this Agreement for the failure to perform which is occasioned by a Force Majeure Event, which shall mean an event or circumstance which is (1) beyond a Party's reasonable control, (2) the affected Party could not have reasonably avoided or overcome, and (3) which is not substantially attributable to the other Party. Force Majeure Events may include, without limitation, war, invasion, act of terror, strike (but not strikes or disputes unique to a Party), riot or other public disorder, intervening Act of God, natural disaster, hurricane force winds, tornadoes, disease outbreak, epidemic or pandemic, or other declaration of public health emergency, quarantine restriction.

16. NOTICES/MODIFICATION / ASSIGNMENT: Any and all notices or other communications required by this Agreement or by law to be served on, given to, or delivered to either party, shall be in writing and shall be deemed received when personally delivered to the party to whom it is addressed, project manager, or in lieu of such personal service, upon receipt of telegraphic, facsimile or electronic notice or three (3) days after deposit in the United States mail, first-class, postage prepaid. The Agreement may be amended only by written modification executed by both parties and neither obligations relating to this Agreement or claims arising there from may be assigned without the written permission of the non-assigning party.

However, Client agrees that Arup may upon written notice to Client assign all or any part of its rights and obligations under this Agreement to an affiliated or related entity.

Appendix D

Qualifications

D.1 References

Project	Reference Contact	Summary of Scope of Work
Yacht Club at Sister Bay	John Tuffnell & Amy Salberg Salberg Tuffnell Law 18 E. Washington St., Suite 101, West Bend, WI 53095 +1 262 353 9556	- Acoustic measurements of noise from outdoor performance pavilion within condo association residences. - Review of local noise ordinance and identified reference noise ordinances for comparison - Provided deposition services and clauses for performance criteria to support mediation efforts.
5 th & Brazos Tenant Spaces	Todd Wendell Vice President of Architecture & Design Magellan Development 225 N Columbus Dr Suite 100 Chicago, IL 60601 +1 312 469 8100	- Established acoustic criteria for Landlord operated spaces adjacent to retail tenant space. - Developed performance criteria and draft clauses for lease agreement. - Provided acoustic review of tenant design to evaluate against the lease requirements.
Leaf Blower Noise Ordinance	Jamie L. Banks, PhD, MS Executive Director Quiet Communities, Inc. Lincoln, MA 01773 jamie@quietcommunities.org +1 781 259 1717	- Evaluated different leaf blower types for noise level. - Supported development of performance criteria and revisions to language for noise ordinance related to use of leaf blowers in populated areas of Washington DC.

Fact sheet

Overview

Arup is a global consulting, design, and engineering firm that is the creative force at the heart of many of the world's most prominent projects in the built environment.

Working in over 140 countries, Arup has more than 15,000 planners, designers, engineers and consultants delivering innovative projects across the world.

Founded in 1946 by philosopher engineer Ove Arup, the firm opened its first US office more than 30 years ago and is committed to delivering excellence, innovation and value to its clients while shaping a better world.

Multidisciplinary services

Arup offers multidisciplinary services in planning, engineering, design and consulting. With more than 70 disciplines across many industries and markets, Arup's diverse portfolio of projects include aviation, transportation/rail, property, science & industry, arts, entertainment & culture, and healthcare.

Arup also leads the way in digital transformation in the built environment, innovating solutions that drive the industry forward.

With every project, we aim to shape a better world. Arup is committed to the United Nations' Sustainable Development Goals (SDGs), which guide its business.

Values

Arup's values are derived from the beliefs and convictions of our founder, the engineer and philosopher Ove Arup. These values define and unite Arup's people and guide us in our work.

- Commitment to quality
- Total architecture
- Humane organization
- Straight and honorable dealings
- Social usefulness
- Prosperity of members

Great design comes from a commitment to quality, creativity and multidisciplinary collaboration. Arup's reputation for design excellence is evidence of our abiding belief in all three. Our employee-owned structure promotes ongoing investment in joint research to yield better outcomes for clients and partners. Arup's culture looks a lot like the future: globally-connected, locally-focused and radically innovative.

We shape a better world

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- 📷 [arupamericas](https://www.instagram.com/arupamericas)
- 📺 [arup](https://www.linkedin.com/company/arup)



At a glance

1.17.b

- Arup is a global network of more than 14,000 people in 89 offices across 33 countries
- 1,400+ staff in the Americas across 14 offices
- 200 staff in Canada

Americas offices

- Bogotá
- Boston
- Chicago
- Dallas
- Houston
- Los Angeles
- Montreal
- New Jersey
- New York
- Oakland
- San Francisco
- Seattle
- Toronto
- Washington DC

Multidisciplinary services

- Acoustic consulting
- Audiovisual consulting
- Bridge design
- Building design
- Civil engineering
- Construction planning
- Controls and commissioning
- Cost management
- Electrical engineering
- Energy consulting
- Environmental consulting
- Façade engineering
- Fire/life safety consulting
- Geotechnical engineering
- Highway engineering
- Infrastructure
- Information technology and communications consulting
- Lighting design
- Mechanical engineering
- Offshore engineering
- Plumbing engineering
- Project management
- Rail engineering
- Risk consulting
- Security consulting
- Seismic design
- Structural engineering
- Sustainability consulting
- Transaction advice
- Transport planning
- Tunnel engineering
- Visualization and modeling
- Water engineering
- Wind engineering

ARUP

Americas project highlights



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Seaside Way Pedestrian bridge (Long Beach): An award-winning bridge with a curling wave canopy that lights up at night. Arup provided geotechnics, electrical, mechanical, structural and bridge engineering, as well as lighting design.



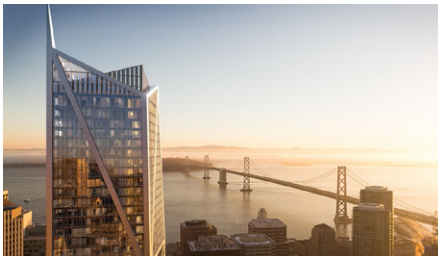
© NPS

Tower of Voices (Somerset County): A 40ft tall monument equipped with massive wind chimes that sing to honor the crew and passengers of United Flight 93 lost on 9/11. Arup provided acoustics and structural consulting.



© Jeff Goldberg/ESTO

SFMOMA Addition (San Francisco) Arup's multidisciplinary approach integrated daylight and electrical lighting design strategies with room acoustic control and flexible audiovisual infrastructure to support a variety of curatorial needs.



© Jay Paul Company

181 Fremont (San Francisco): A mixed-use high-rise building rising over 802ft above street level with a total of 56 stories, this tower located in the Transbay corridor is the most resilient tall building on the US West Coast. Arup provided geotechnical and structural engineering.



John Michael Kohler Arts Preserve (Wisconsin): Arup's integrated approach helped the designers to create unique spaces within the 3-level new facility that showcase the process and environments for art creation.



© Nic Lehoucq

Space Needle Renovation (Seattle): Fifty years after the Space Needle became an iconic landmark in Seattle's skyline, it underwent a major renovation project. The Space Needle now has unobstructed 360-degree views of the city, a 10-percent increase of public space, and the world's first rotating glass floor. Arup provided electrical, mechanical, public health and structural engineering, as well as building physics and building retrofit services.



California Academy of Sciences (San Francisco): Globally renowned for cutting-edge green building design, this is the most sustainable museum in the world, with solar panels, automatic skylights, natural lighting and a "living roof" that serves as habitat for nearly 1.7 million plants, insects and birds. Arup provided civil and façade engineering, acoustic and sustainability consulting, pedestrian planning, and lighting design.



Toronto Pearson Airport, Terminal 1: As the gateway to Toronto, this new terminal required a unique look. To realize this vision, Arup designed an elegant arching roof in the main departure hall. We also upgraded all IT technology in the building and collaborated all MEP elements to be easily converted for future developments. Arup continues to work on other projects and terminals in the airport.



© PRG + Warner

National Sawdust (Brooklyn): Arup provided theatre, lighting, and acoustics consulting for the intimate and versatile venue with adjustable acoustics, staging, and seating. The Arup SoundLab in New York was used to auralize the room acoustics.



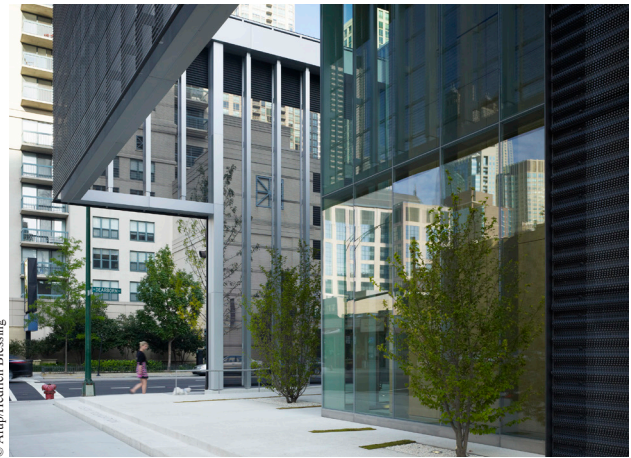
© Barban Karant

Earl Shapiro Hall, UCLS, Chicago, IL



© JGMA

NEIU El Centro Campus, Chicago, IL



© Arup/Hedrich Blessing

Poetry Foundation Headquarters, Chicago, IL

Selected projects

Art Institute of Chicago Modern Wing, Chicago, IL
 Accident Fund National Headquarters, Lansing, MI
 Cedar Rapids Flood Reconstruction Masterplanning, Cedar Rapids, IA
 Del Frisco's Double Eagle Steak House, Chicago, IL
 Delta JFK IAT Redevelopment Program, Jamaica, NY
 Doha Convention Centre + Tower, Doha, Qatar
 Fermilab Illinois Accelerator Research Center, Batavia, IL
 King Abdulaziz International Airport, Jeddah, Saudi Arabia
 Kresge Foundation Headquarters, Troy, MI
 O'Hare Airport Public Address System Upgrade, Chicago, IL
 Solstice on the Park, Chicago, IL
 St. Louis Art Museum Expansion, St. Louis, MO

Arup's local Chicago experts tap into the expertise of over 15,000 staff working across a wide range of disciplines around the world.

Arup is the creative force behind many of the world's most innovative and sustainable projects. Since first gaining recognition for the structural design of the Sydney Opera House, the company has built a global reputation for innovation, design excellence and social engagement while diversifying its practices to include a broad range of design and business consulting services.

Arup's Chicago practice has been in place since 2004, combining local knowledge with a global perspective. With more than 40 current employees, the office is connected closely to an internal network of over 15,000 staff working in over 89 offices in 33 countries. With the support of our local, national and international network, we bring knowledge and experience of global best practices to our work in Chicago.

Acoustic consulting



© Ed Rojas

Pole Dance, PS1, New York, NY



© Tim Griffith

California Academy of Sciences, San Francisco, CA



© Gensler

JetBlue Terminal 5, JFK Airport, NY



© Michel Denance

Los Angeles County Museum of Art, Los Angeles, CA

Selected projects

California Academy of Sciences,
San Francisco, CA

JetBlue Terminal 5,
JFK International Airport,
New York, NY

Lester B Pearson International
Airport, Toronto, ON

Los Angeles County Museum of Art,
Los Angeles, CA

Marina Bay Sands, Singapore

Mississippi Federal Courthouse,
Jackson, MS

Second Avenue Subway,
New York, NY

Tempe Center for the Arts,
Tempe, AZ

Virginia Tech, Center for the Arts,
Blacksburg, VA

Yale University Health Services
Center, New Haven, CT

Arup provides clients with practical acoustic design guidance for the built environment, enhanced by the innovative Arup SoundLab.

Arup is one of the world's most respected acoustic consulting firms. With teams in New York, Chicago, San Francisco, Seattle, and Los Angeles, we leverage the practical knowledge of over 30 years' experience as an industry leader in planning and design.

We work in every area of acoustics, from advanced noise and vibration mitigation to optimization of performer and audience acoustic experience in acoustically critical performance venues, audio system integration in large public transit facilities, and more.

Our highly interactive style of collaborative design benefits clients across market areas ranging from performing arts and museums to education, business, healthcare, transportation, leisure, sports, and multimedia.

Ryan Biziorek, LEED AP, CTS



Profession

Acoustics & Audiovisual
Consultant

Current Position

Associate

Joined Arup

2005

Years of Experience

16

Qualifications

MSc Sound & Vibration Studies
University of Southampton,
Hampshire, United Kingdom, 2004

BA Physics & Economics,
Kalamazoo College, Kalamazoo,
Michigan, 2003

LEED AP, 2006

Certified Technology Specialist
(CTS), InfoComm 2012

Professional Associations

Member, Acoustical Society of
America

Member, US Green Building
Council (USGBC)

LEED Indoor Environmental
Quality Technical Advisory
Group, 2013 – 2017

Chicago Architecture Foundation
Auxiliary Board, Chair of
Development (2011-2014),
President (2014 – 2019)

Guest Lecturer

Chicago Architecture Biennial
'The Architecture of Sound'
2015

Washington University, Sam Fox
School of Design + Visual Arts, St.
Louis, MO, 2013 – 2016

Columbia College, Chicago, IL
2015

Ryan is an Associate and consultant in the Arup Acoustics, Audiovisual, and Theatre consulting team and leads the Chicago practice. He provides acoustics and audiovisual technical expertise and project management skills for various building types. Ryan has experience in performing arts design, building service noise analysis, room acoustic modeling and calculations, public address and audiovisual systems design.

Ryan is an active proponent of performance-based design, constantly evaluating the prescribed acoustic criteria for different facilities whose user's needs and requirements are incorporated into the project. He strives to implement integrated acoustic solutions into the design using innovative tools and techniques.

He contributes to the operation and development of the Arup SoundLab, a virtual reality room where clients can experience in 3-D the acoustics of existing or modelled buildings. The SoundLab is used for a wide array of applications from acoustically optimizing a room shape to design for acoustic privacy.

Ryan delivers practical and innovative solutions with clear communication of technical design aspects.

Confidential Residential Tower, Chicago, IL

Acoustic expert peer review on behalf of developer for a 76-story, 1.3 million ft² luxury residential tower in Chicago, IL. Diagnostic analysis was conducted on each phase of the project from contract execution between Owner and Architect through post-occupancy feedback. Role was to provide unbiased technical expertise to resolve ongoing challenges in demising wall sound isolation performance between luxury residences.

Sister Bay Yacht Club Condos, Sister Bay, WI

Lead acoustic consultant and expert witness for condo association. The condos were experiencing high levels of environmental noise from outdoor events in a re-developed park space with a bandshell. Provided site survey to quantify noise levels and compare against local and national codes. Acted as expert witness in deposition and mediation sessions.

300 N Michigan Ave, Chicago, IL

Lead acoustic consultant for new 40-story, 383,000 ft² apartment building. The building includes below grade parking, ground floor retail and 36 floors of apartments. Work included site noise

Illinois Institute of Technology
School of Design, Chicago, IL
2014, 2016

Parsons New School of Design,
2010

Cooper Union School of
Architecture, 2009

Awards

2007 Emerging Green Builders
Design Competition- NY region,
1st place, National level, 1st place

survey, façade noise ingress assessment, and sound isolation control between apartments.

229 E Lake Shore Drive, Chicago, IL

Lead acoustic consultant for design and assessment of floor impact noise for renovation of condominium unit. Design strategies were devised and tested with an in-situ mock-up to validate by-law requirements were achieved.

The Peninsula Hotel, Chicago, IL

Lead acoustic consultant for renovation of guest rooms and spa at 5-star hotel property. Site surveys were conducted to establish the baseline sound isolation of the un-renovated spaces.

Recommendations for improvement were made and additional field surveys demonstrated the improved acoustic separation between renovated spaces.

Sheraton Hotel, Chicago, IL

Lead acoustic consultant for new 7 story, 190,000 ft² hotel located on the southwest corner of N. Clark St. and W. Addison Ave. The project includes core and shell retail spaces and outdoor event spaces. Acoustic consulting services focused on sound isolation between guestrooms and adjacent tenant and function spaces.

EMC² Hotel, Chicago, IL

Lead acoustic consultant for new 22 story, 195 room Marriott Autograph hotel in Streeterville neighborhood of downtown Chicago. The design was reviewed against Marriott hotel standards. A key component of the work was development of details to aid in control of interior and exterior MEP services noise. Dining space room acoustics were also assessed using 3D raytracing models.

5th & Brazos, Austin, Texas

Lead acoustic consultant for new 32-story apartment and hotel building. The project includes two levels of retail, hotel ballrooms, conference rooms, and shared amenities. A site noise survey was conducted during the South by Southwest festival to help inform façade design options to improve tenant and guestroom comfort.

Fairfax Hotel, Miami, FL

Lead acoustic consultant for renovation of an historic hotel on South Beach. Acoustic measurements and advice for sound isolation and room acoustics for various spaces. The Arup SoundLab was utilized to assess sound isolation performance of options for guestroom demising partitions.

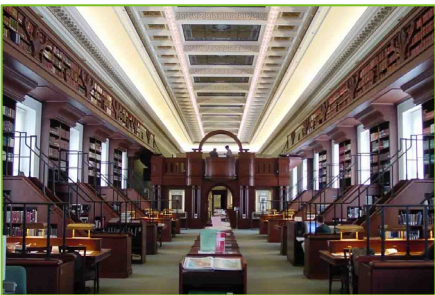
GOVERNMENT FIRM OVERVIEW

Established in 1964, AVANT ACOUSTICS has cultivated a reputation as a world-class acoustical consulting and audio-visual design firm. Our innovative team of creative professionals can carefully assess the needs of a project and provide efficient solutions for architectural acoustics and audio-visual technology. We believe the best results are achieved by investing proper time in needs assessment, detailed construction documents, and thorough construction oversight and commissioning.

AVANT ACOUSTICS has delivered thousands of projects at every scale from billion-dollar airports to convention centers, sports facilities, performing arts centers, mixed-use developments, and other venues. Our clients return project after project because of our ability to consistently provide practical best-in-class solutions, while protecting the overall project budget and architectural aesthetic and functional goals.

We are focused on enhancing the design team experience with unparalleled project management, and the facility owner and end-user experience by providing appropriate acoustics and technology advocacy and implementation. We hold ourselves to the highest standards of integrity, professionalism and quality control, which shows through exceptional projects time and time again.

AVANT ACOUSTICS is a proud member of the National Council of Acoustical Consultants (NCAC).



Library of Congress



FEMA Region VII AV Upgrades



Veterans Administration Benefits Regional Office

SERVICES

Audio-Visual System Design

Presentation systems are important to get any message across to your audience. AVANT ACOUSTICS provides custom audio-visual and control system design for almost any type of venue and scale. We perform in-depth needs analysis and created extremely detailed design documentation to ensure that the end product exceeds the client's expectations.

Sound Reinforcement System Design

AVANT ACOUSTICS can design sound systems for any size project, using the latest technology in computer modeling to create unique and cost-effective designs. Technology only works if you know how to use it, so we also rely on our long history of practical experience to make sure our designs will excel in the real world.

Room Acoustics Consultation

Vital to any successful architectural space, AVANT ACOUSTICS provides consultation for proper room shape, size, and layout, along with recommendations for the selection of room finish materials to ensure optimal acoustical characteristics for any space. We can also provide installation details for acoustical treatments and computer models for simulating acoustical conditions.

Noise Control Consultation

As a crucial part of creating a proper acoustic environment, AVANT ACOUSTICS provides consultation for proper room and equipment placement, recommendations and drawing details for interior and exterior construction assemblies and HVAC noise mitigation strategies.

Paging System Design

AVANT ACOUSTICS is an industry leader in paging system design for airport, transportation terminals and convention centers. We are experienced with the latest technology and can design the right system for each project.

Construction Administration

An expert's guidance through the procurement and construction process can ensure the success of a project. AVANT ACOUSTICS performs bid reviews, bid selection assistance and submittal reviews, giving peace of mind to our clients and ensuring the project is done right.

System Commissioning

The secret sauce for our projects. At AVANT ACOUSTICS, our comprehensive on-site commissioning services (sound system equalization, video system setup, and control system interface design and testing) are key to the success of our projects. This service ensures that the system is optimally configured to provide the highest performance possible.

GOVERNMENT and MILITARY REPRESENTATIVE EXPERIENCE



USACE Emergency Operations Center

Arkansas Army Air National Guard

Auditorium & Classrooms
North Little Rock, Arkansas

City of Belton

City Hall Annex
Boardroom
Belton, Missouri

City of Cedar Rapids

New City Council Chambers
Cedar Rapids, Iowa

City of Excelsior Springs

New Community Center
Excelsior Springs, Missouri

City of Fort Dodge

Aquatic Center
Fort Dodge, Iowa

City of Gladstone

City Hall AV System Design
Gladstone, Missouri

City of Greensboro

Council Chambers
Greensboro, North Carolina

City of Independence

Utilities Building
Independence, Missouri

City of Joplin

Schifferdecker Aquatic Center
Joplin, Missouri

City of Kansas City

Bartle Hall North
Kansas City, Missouri

City of Lawrence

City Commissioner's Room
Lawrence, Kansas

City of Lee's Summit

Senior Center
Lee's Summit, Missouri

City of Marion

New City Hall Building
City Council Chambers
Marion, Iowa

City of Maryland Heights

Main Lobby
City Council Chambers
Executive Conference Room
Maryland Heights, Missouri

City of Olathe

City Council Chambers
Olathe, Kansas

City of Parkville

City Hall
Parkville, Missouri

City of Shawnee

Aquatic Center
Shawnee, Kansas

City of Topeka

City Hall
Municipal Court
Topeka, Kansas

City of West Des Moines

City Hall Council Chambers
West Des Moines, Iowa

GOVERNMENT and MILITARY REPRESENTATIVE EXPERIENCE, cont.

City of Wichita

City Hall Media Room
Wichita, Kansas

Eglin Air Force Base

Integrated Training Center
Long Range Stand-Off Facility
Valparaiso, Florida

Environmental Protection Agency

Human Studies Facility Laboratories
Chapel Hill, North Carolina

Federal Courthouse Building

New Federal Courts Facility
Kansas City, Missouri

Federal Courthouse Building

New Federal Courts Facility
Omaha, Nebraska

Federal Courthouse Building

Building 61 Seminar Center
Wichita, Kansas

Federal Emergency Management Agency

AV Audit and Upgrades
Kansas City, Missouri

Fort Bragg

SOF Brigade Headquarters
SOF Battalion Complex
SOF 528 BDE HQ, SOF ETF
Fort Bragg, North Carolina

Fort Leavenworth

Building 61 Seminar Center
Fort Leavenworth, Kansas

Fort Sill

Cache Creek Chapel Complex
Lawton, Oklahoma

GSA Bannister Federal Complex Relocation

Kansas City, Missouri

Holloman Air Force Base

Auditorium, Briefing Rooms,
Classrooms, Conference Rooms
Otero County, New Mexico

Kansas National Army Guard

Ops & Training Facilities
Replacement
Topeka, Kansas

Luke Air Force Base

JSF Squadron Operations/AMU
Hangar
Academic Training Center
Luke, Arizona

MacDill Air Force Base SOCOM

JOC Renovation
Building 501B
Building 501D
Building 501E
GNCC Remodel
Tampa, Florida

MacDill Air Force Base US CENTCOM

Headquarters
Joint Intelligence Center
Tampa, Florida

Maine Army National Guard Regional Training Institute

Auditorium
Bangor, Maine

Municipal Building

Topeka, Kansas

Naval Air Station

P420 Air Wing Training Facility
Fallon, Nevada

Naval Air Station

BAMS Addition
Mission Control Complex
Jacksonville, Florida

Offutt Air Force Base

Strategic Planning Conference
Room
Bellevue, Nebraska

Richard Bolling Federal Office Building

Café
Social Security Administration
Kansas City, Missouri

State of Arkansas

Statehouse Convention Center
Little Rock, Arkansas

State of Iowa Judicial Branch Building

Atrium, Attorney Offices
Auditorium, Conference Rooms
Court of Appeals, Public Spaces
Judges' Chambers, Library
Rotunda, Supreme Court
Des Moines, Iowa

State of Kansas

East & West Wing Restoration
Supreme Court Building
Topeka, Kansas

State of Missouri

House of Representatives Council
Chambers
Jefferson City, Missouri

State of Nebraska

Capitol Restoration
Lincoln, Nebraska

Tinker Air Force Base

LRSB Program Office Auditorium &
Conference Rooms
Oklahoma City, Oklahoma

U.S. Army Corps of Engineers

Conference Room Upgrades
Kansas City, Missouri

U.S. Library of Congress

Madison, Jefferson, and Adams
Buildings
Kansas City, Missouri

Unified Government of Wyandotte County and Kansas City, Kansas

Commissioners' Chambers
Kansas City, Kansas

Whiteman Airforce Base

Combined Arms Training and
Maintenance Facility
Whiteman AFB, Missouri

Business Information

AVANT ACOUSTICS
14827 W. 95th St.
Lenexa, KS 66215
913-888-9111

Federal Tax I.D.
85-3397686

State of Kansas Tax I.D.
9740085

Official Business Info:
AVANT ACOUSTICS, LLC.
Kansas Corporation
(Taxed as an S-Corp)
Owners:
Dondi Dix and Jerry Roue

MBE Certifications
(All Currently In Process)
Woman Owned
Veteran Owned
Designated Small Business Entity
Disabled Veteran Owned

Website:
www.avantacoustics.com

Company Founding
1964
Coffeen, Fricke & Associates, Inc.
Name changed to AVANT in 2013.

JOHN M. HODGSON, CTS-D

Technical Operations Manager

John Hodgson, Technical Operations Manager for AVANT ACOUSTICS, performs a variety of services for clients. In addition to managing projects of all sizes, John performs the design and commissioning of audio-visual systems. He also provides architectural acoustics and noise control consultation. John is responsible for maintaining AVANT ACOUSTICS high standards for our work product and managing all technical staff. He has experience working with many types of facilities throughout the United States, including arenas, airports, performing arts centers, educational facilities, offices, and more. John has over nine years of experience with the company.

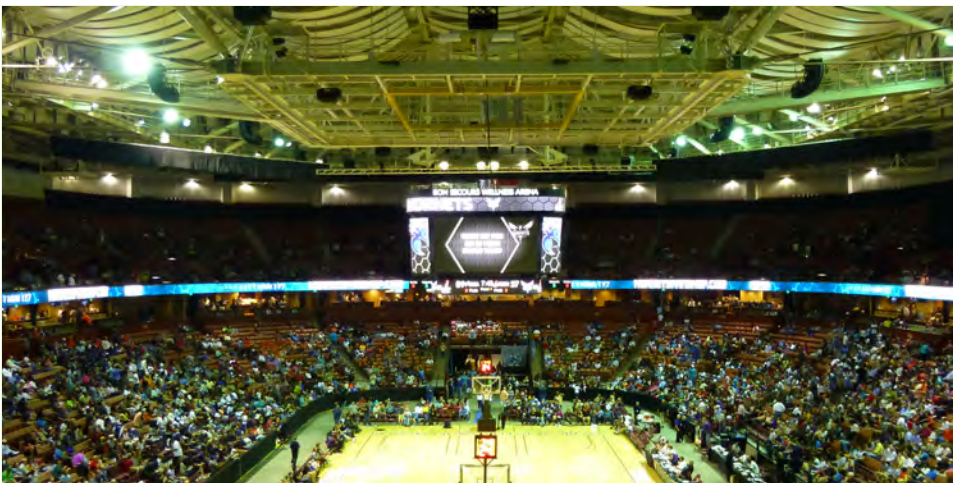
John initially served as an intern at AVANT ACOUSTICS and joined the company full-time after completing his Bachelor of Science degree in Architectural Engineering at the University of Kansas in Lawrence in May of 2010. His education included an emphasis in architectural acoustics, noise control, and sound system design studying under Bob Coffeen.

John is a member of the Acoustical Society of America (ASA), and is a Certified Technology Specialist – Design (CTS-D).



Relevant project experience:

- Bon Secours Wellness Arena, Greenville, South Carolina
- Johnson County Arts & Heritage Center, Overland Park, Kansas
- Kansas Expocentre, Topeka, Kansas
- NCAA Final Four Tournaments, Various Locations
- U.S. Cellular Center Arena, Asheville, North Carolina
- Von Braun Center Arena, Huntsville, Alabama



Bon Secours Wellness Arena



Von Braun Center Arena

ANDREW J. VONFELDT

Senior Associate

Andrew VonFeldt, Senior Associate for AVANT ACOUSTICS, is actively involved in room acoustic design and evaluation, mechanical noise control, sound reinforcement system design, audio-visual systems design, control interface design and system commissioning. He has experience with a wide variety of facility types across the U.S., including airports, educational facilities, corporate spaces, convention centers, amphitheaters and more. Andrew has a passion for keeping up-to-date with the latest audio-visual technology and strives to continually hone his skills.

Andrew develops acoustical solutions through the use of EASE (Enhanced Acoustic Simulator for Engineers), EASE Focus, Bose Modeler, INSUL and Trane Acoustics Program (TAP). He is also proficient in Revit and CAD.

Before interning at AVANT ACOUSTICS and joining full-time in 2013, Andrew worked for an audio-visual integrator where he gained practical experience in the design and installation of sound reinforcement and audio-visual systems. This practical experience and a lifelong passion for acoustics provide Andrew with a strong foundation that allows him to help clients to realize their unique goals.

Andrew earned a bachelor's degree in Architectural Engineering with an emphasis in acoustics from Kansas State University in 2013. He is a professional member of the Acoustical Society of America (ASA) and holds is Professional Engineer (PE) Certification in Kansas



Johnson County BOCC Hearing Room



Capitol Federal Amphitheater



Mayo Civic Center



Relevant project experience:

- Johnson County Justice Annex
Olathe, Kansas
- Mayo Civic Center, Rochester,
Minnesota
- Sedalia Community Center
Sedalia, Missouri
- Topeka Municipal Building
Renovation, Topeka, Kansas
- White Hall Fine Arts Building
Whitehall, Arkansas
- Capitol Federal Amphitheater
Andover, Kansas
- Kansas City Museum, Kansas City,
Missouri
- Johnson County BOCC Hearing
Room Upgrades, Olathe, Kansas
- Grandview Outdoor Shooting
Range Grandview, Missouri

BENJAMIN R. SNOOK

Associate

AVANT ACOUSTICS' Associate Ben Snook provides support on a variety of projects. While his professional focus is acoustics, Ben is also AVANT's resident BIM/CAD expert and produces design documentation in coordination with project design teams. He is proficient with Enhanced Acoustic Simulator for Engineers (EASE), Trane Acoustics Program (TAP), Bose Modeler, Price's All-In-One Engineering Edition and INSUL.

Ben is an alumnus of the University of Kansas, where he studied Architectural Acoustics under AVANT ACOUSTICS' founder Bob Coffeen, as well as French. His project work focuses on topics including theater acoustics, mechanical noise control and variable sound absorption.

When not on the job, Ben enjoys writing, recording and mixing original music at his home studio.



Project experience:

Children's Mercy South Hospital Auditorium – Overland Park, Kansas

Fairfield by Marriott Road Noise Analysis – Rolla, Missouri

Johnson County Arts & Heritage Center – Overland Park, Kansas

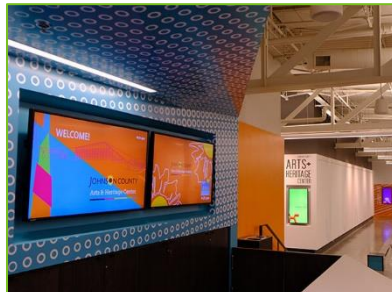
New Century Adult Detention Center – New Century, Kansas

University of Arkansas Clinical Mechanical Noise Analysis – Fort Smith, Arkansas

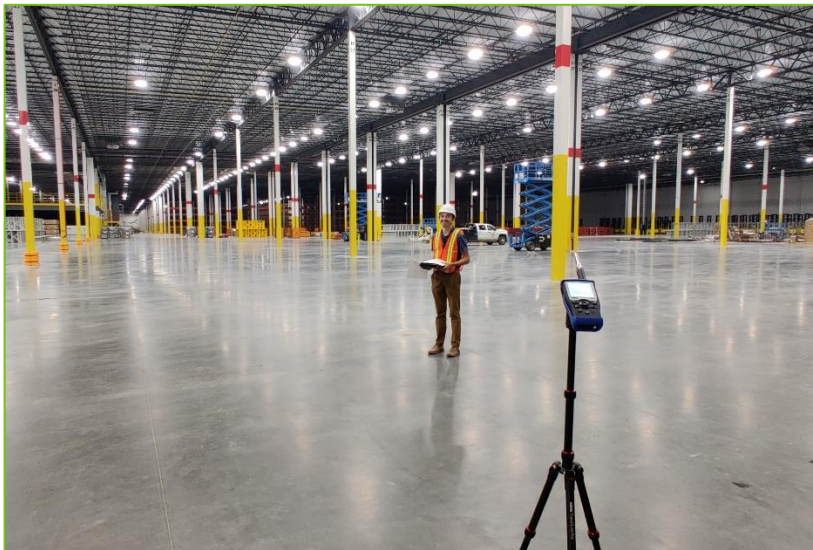
Amazon – Super Bowl Project



New Century Adult Detention Center



Johnson County Arts & Heritage Center



Amazon Super Bowl Project

AVANTACOUSTICS®

14827 West 95th St. Lenexa, Kansas 66215
ph. 913.888.9111 fx. 913.888.9193

May 5, 2022

Ms. Kristen Johnson
Assistant City Attorney
335 S. Broadway
De Pere, WI 54115

Re: Noise Consultation
De Pere, Wisconsin
AVANT File: C2050

Dear Kristen:

AVANT ACOUSTICS, LLC (Acoustical Consultant) is pleased to submit the following proposal for acoustical consulting and design services to be rendered for the City of De Pere (Owner) in connection with the referenced project.

A. BASIC SERVICES – Noise Ordinance Consultation

1. Noise Ordinance

- a. Consultation and recommendations relating to the City Noise Ordinance. Recommendations will pertain only to the technical aspects of the Ordinance relating to noise.

2. Other Services and Assumptions

- a. Attendance at an initial virtual meeting to become acquainted with the project and the Owner's requirements and to offer initial comments regarding noise considerations.
- b. Recommendations will be transmitted via conferences, telephone calls, letters, and sketches.

B. BASIC SERVICES – City Noise Survey

1. Noise Survey

- a. On-site measurement of noise at selected locations across the city. Includes one (1) trip to De Pere, WI for one (1) consultant over three (3) consecutive days. Measurements can include up to two (2) 24-hour measurements and multiple two-minute, five-minute, or thirty-minute noise measurements at selected locations as time allows.

2. Other Services and Assumptions

- a. During the site visit, in-person meetings may also be scheduled.
- b. After the site visit, a follow-up report will be provided including presentation and analysis of data collected during the site visit, and recommendations for action.

C. ADDITIONAL SERVICES

- 1. Additional measurement days may be added to the Noise Survey Trip described above.

2. Trip to De Pere, WI for one (1) consultant over one (1) day to attend meetings in-person.
3. Review the Building Code and provide recommendations with regard to acoustics and noise control.
4. Any *additional* services beyond the scope of Basic Services will be performed upon agreement between the Owner and the Acoustical Consultant, and will be compensated for on the basis of a) negotiated hourly rates plus reimbursable expenses, or b) an adjustment in the total maximum fee plus reimbursable expenses.

D. HOURLY RATES FOR PROFESSIONAL SERVICES

- | | |
|--------------------------------------|-------------------|
| 1. Services of Principal Consultants | \$200.00 per hour |
| 2. Services of Senior Consultants | \$170.00 per hour |
| 3. Services of Consultants | \$140.00 per hour |
| 4. Services of Support Staff | \$70.00 per hour |

E. DAILY RATES FOR PROFESSIONAL SERVICES

- | | |
|---------------------------------------|--------------------|
| 1. Services of Senior Consultants | \$1,360.00 per day |
| 2. Services of additional Consultants | \$1,120.00 per day |

F. REIMBURSABLE PROJECT COSTS

1. Reimbursement for the following project related costs at a multiplier of 1.0 times direct cost, or as noted herein.
 - a. Travel and living expenses (including proper and customary tips) incurred in the performance of service at locations other than in the metropolitan Kansas City area. Automobile mileage will be invoiced at the current published IRS rates.
 - b. Drawings and specifications plotting and reproduction.
 - c. Overnight express delivery or messenger service when required for expediency.
 - d. Rental of acoustical test equipment.
 - e. Other expense items incurred with prior approval.
2. Receipts for reimbursable expenses will be kept in our office according to appropriate United States Internal Revenue Service requirements. Receipts for incidental expenses (less than \$25.00) may not be kept, and will not be furnished as backup for invoices submitted unless requested as an Additional Service.

G. COMPENSATION AND PAYMENT FOR SERVICES

1. Professional Fees for Basic Services
 - a. Fees invoiced for professional services will be calculated on a percentage-completed basis against the total fee and as noted in the table below. Total professional fees will be Fourteen Thousand Five Hundred Dollars (\$14,500.00).

Noise Ordinance Consultation..... \$4,500.00
 City Noise Survey \$10,000.00

- b. Total reimbursable project costs for Basic Services are estimated not to exceed Two Thousand Seven Hundred and Fifty Dollars (\$2,750.00). This amount assumes one (1) trip for one (1) person to De Pere, WI for the City Noise Survey.

2. Professional Fees for ADDITIONAL Services

- a. Services related to additional days or consultants added to the Noise Survey Trip will be invoiced at a flat daily rate as listed herein, per day and per consultant plus reimbursable travel and equipment rental costs.
- b. Services related to additional trips for in-person meetings will be invoiced at the flat rate of \$2,250.00 per trip plus reimbursable travel costs.
- c. Services related to the review of the Building Code will be calculated using the hourly rates stipulated herein.

3. Billing and Payment Interval

- a. The Acoustical Consultant will submit an invoice approximately once each month for services rendered.
- b. Payment will be due within twenty-five (25) days after receipt of the invoice.
- c. A service charge of 1.5% per month will be added to balances on accounts with amounts that become due and are not received by the Acoustical Consultant.

H. CONTRACT TERMINATION

1. The Owner may terminate this agreement at any time by ten (10) days' written notice. Notice shall clearly identify termination by using the word "termination," and requesting a final invoice for effort expended prior to termination.
2. The Acoustical Consultant may terminate this agreement by thirty (30) days' written notice. Notice shall clearly identify termination by using the word "termination."
3. In the event of termination by either party, payment for professional fees and expense reimbursement due at the date of termination shall be made as soon as notice is given of amounts due. These amounts may be calculated based on a percentage of completion or standard hourly rates at the Acoustical Consultant's discretion.

I. OTHER TERMS

1. The maximum fees expressed in this proposal will apply to services rendered through the expected completion date of the project, prior to June 2023. Fees for services to be rendered thereafter are subject to negotiation.
2. Any rates expressed in this proposal are subject to adjustment at the beginning of each calendar year, beginning 24 months after the date of this proposal.

3. The only final documents to be prepared by the Acoustical Consultant will be in the form of recommendations, and it is understood that the Acoustical Consultant cannot place the stamp of a "Registered Architect" or "Registered Engineer" on such information, or on any included charts or drawings, should such a stamp be desired.
4. In the event that the Owner or Acoustical Consultant is prevented from performing or is unable to perform any of its obligations under this agreement (other than a payment obligation) due to any act of God, acts or decrees of governmental or military bodies, fire, casualty, flood, earthquake, volcanic activity, war, strike, lockout, pandemic or epidemic, destruction of facilities, protest, riot, insurrection, or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing (collective, a "Force Majeure"), and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. The necessity of means or methods adjustments directly related to the Force Majeure shall create an opportunity for the parties to enter into a good faith renegotiation of contract terms to address the increased costs. If an agreement cannot be reached, the parties agree that either party has the absolute right to terminate this agreement. Termination shall not relieve any payment obligations for work already performed.
5. Unless the Owner withdraws permission in writing, Acoustical Consultant reserves the right to use any written descriptions, pictures, screen shots, photographs, renderings, and/or work products ("Collateral") created by or obtained with permission by Acoustical Consultant's employees or third-party consultants. Collateral may be used in materials and activities promoting Acoustical Consultant's services.
6. The Acoustical Consultant retains all common law, statutory, and other reserved rights, including copyrights, of all Instruments of Service, including Drawings and Specifications. The Owner is granted a nonexclusive license to use these Instruments of Service exclusively for purposes of constructing, using, maintaining, altering and adding to the project described herein upon prompt payment of all agreed upon professional fees. The license granted herein shall permit the Owner to reproduce the Instruments of Service exclusively for the purpose of performing services or construction for the project described in this proposal. Should the Owner rightfully terminate this Agreement, the license granted herein shall terminate. In the event the Owner uses the Instruments of Service outside of the license granted herein, the Owner releases the Acoustical Consultant from all claims and causes of action arising from such uses. The Owner, to the extent permitted by Kansas law, further agrees to indemnify and hold harmless the Acoustical Consultant from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by a third party, but only to the extent such costs and expenses arise from the use of the Instruments of Service outside of the terms of the license granted herein.

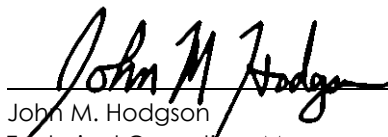


Noise Consultation and Survey
De Pere, WI
AVANT File: C2050
May 5, 2022
Page 5 of 5

If this agreement is satisfactory, please return one signed and dated copy for our files as our authorization to proceed. In the interest of efficient bookkeeping, please indicate the person who is to receive the invoices for services rendered.

Respectfully Submitted:

AVANT ACOUSTICS, LLC



John M. Hodgson
Technical Operations Manager

Accepted By:

CITY OF DE PERE, WISCONSIN

By: _____

Title: _____

Date: _____





CERAMI

DE PERE NOISE ORDINANCE REVIEW
ACOUSTIC DESIGN PROPOSAL
05.04.2022

Who We Are

Cerami is a premier national acoustical and technology consulting firm dedicated to providing technically excellent, responsive client service through a work ethic that expresses value, creativity and innovation. We pride ourselves on being both practical and visionary. We work closely with a project's entire design team to find solutions that meet both the designer and the end-user's project goals. Our collective expertise and commitment are all focused on helping our clients make the best decisions for their projects.

Our clients number among world-class developers, top architects and engineers, and Fortune 100 companies. Through our work with these clients, we have earned a reputation for excellence. From corporate to hospitals, schools to laboratories, courthouses to hotels, and transportation hubs to mixed use developments, we have successfully completed projects of all types and size.



1.2 B

square feet of design
experience.

56+ years

providing creative design.

80+ people

dedicated to our clients,
their projects & each other.

4 offices

New York City, Washington
DC, Philadelphia & Chicago.

BROOKLYN BRIDGE PARK Brooklyn, NY

Qualifications

Cerami & Associates

1001 Avenue of the Americas, 4th Floor, New York, NY 10018

Telephone: 212 370 1776

Federal Tax Identification Number: 11-2887460

Type of Organization: Corporation

Founded: 1965

General Information

Cerami is led by 8 Principals. Our Partners Victoria Cerami, Peter Babigian, James Perry, Albert Maniscalco and Christopher Peltier have provided dedicated leadership for Cerami & Associates for many years. They are supported by principals Michael Diodato, John Hauenstein and Trish Mills.

Contact

Gregory Miller

Principal

312 724 7192

gmiller@ceramiassociates.com

Insurance

A copy of our company insurance specimen is attached at the end of this proposal document.

Statement

Cerami advises that it has been a profitable company for over 56 years and has no outstanding judgments of pending litigation against it. It is a privately held company with no outside investors.

Firm Size & Locations

Total Full Time Staff: 80+

New York Headquarters

1001 Avenue of the Americas, 4th Floor, New York, NY 10018

Washington DC

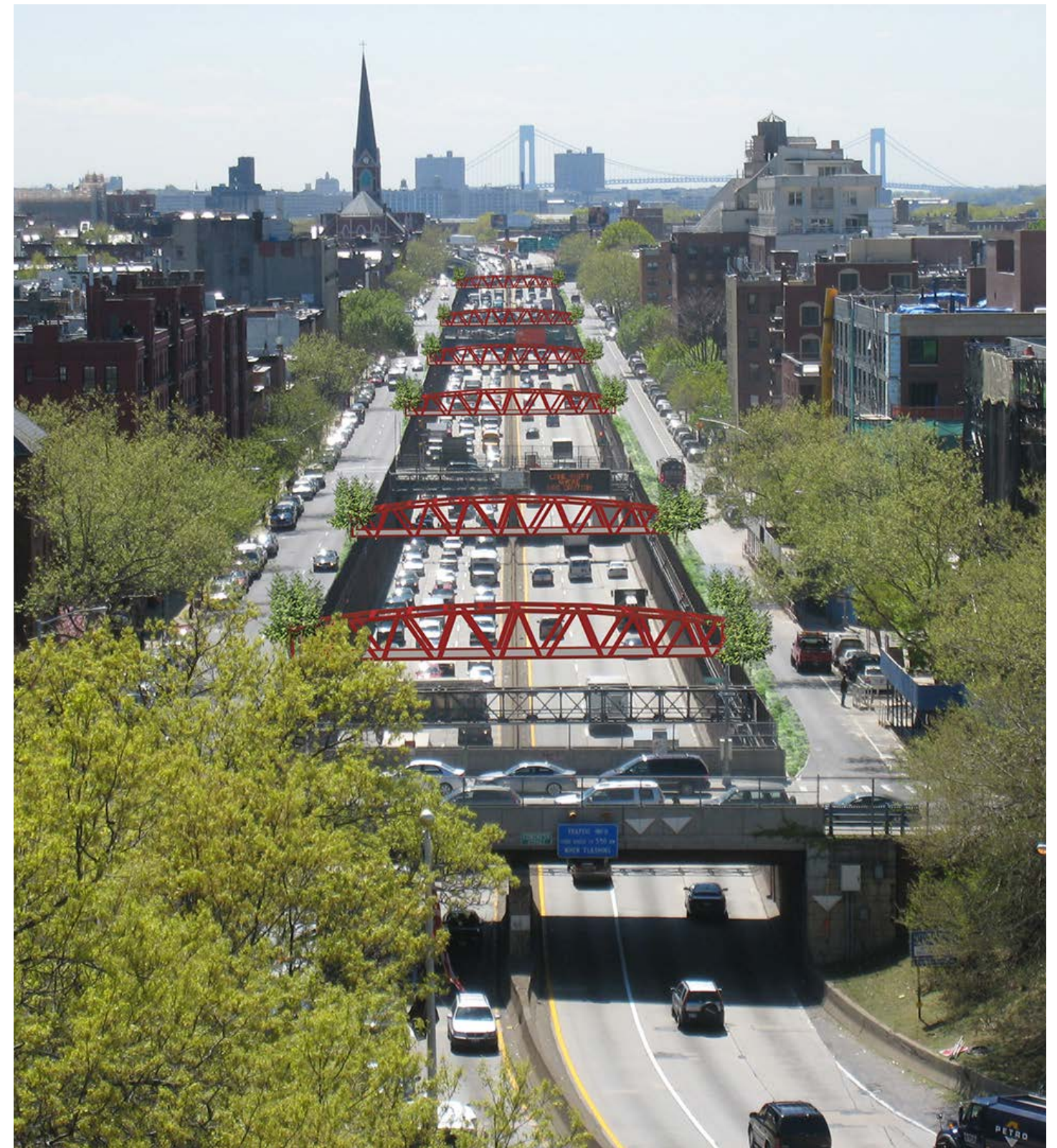
1155 15th Street, NW, Suite 606, Washington, DC 20005

Philadelphia

2000 Market Street, Suite 770, Philadelphia, PA 19103

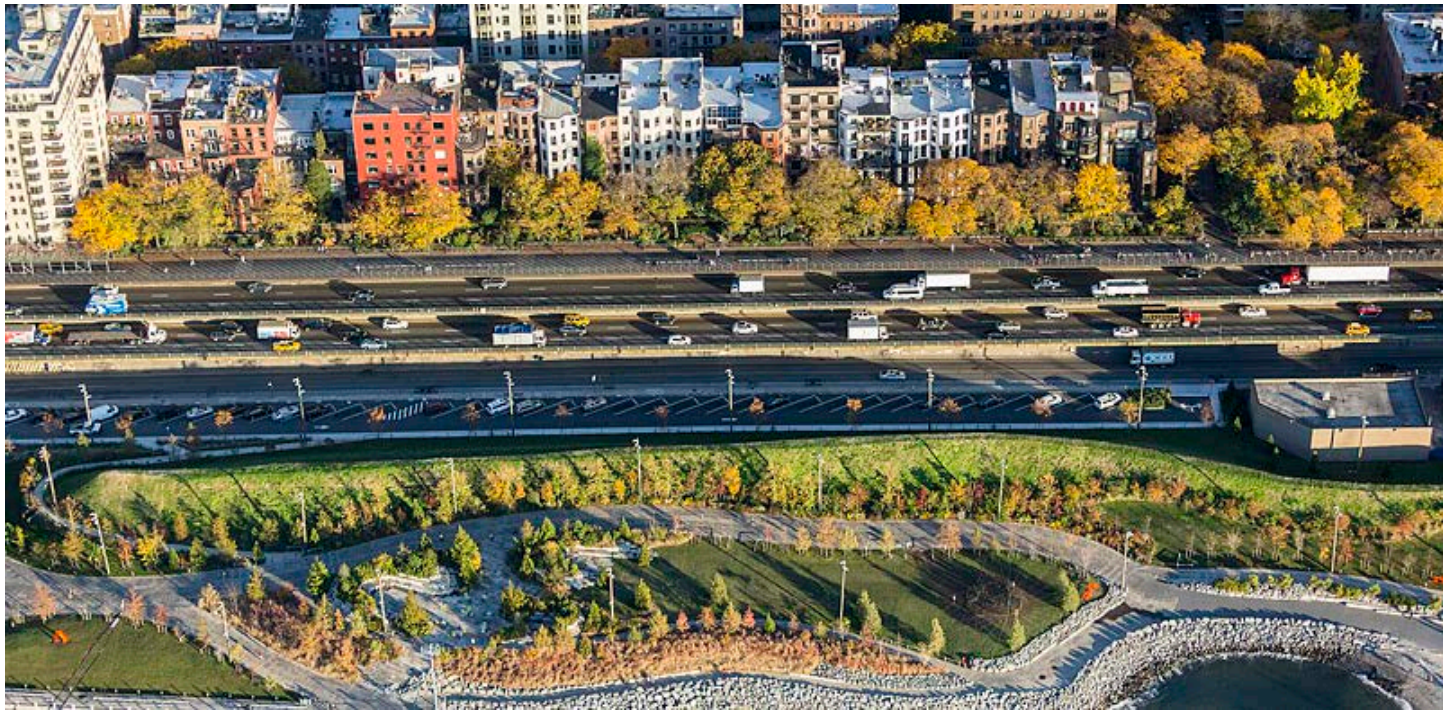
Chicago

145 S Wells St, Suite 1800, Chicago, IL 60606



BROOKLYN QUEENS EXPRESSWAY (BQE) ENHANCEMENT Brooklyn, NY

Project Experience



BROOKLYN BRIDGE PARK MICHAEL VAN VALKENBURGH ASSOCIATES

The master plan for Brooklyn Bridge Park replaced the existing under-utilized/vacant piers and warehouses along the East River near the Manhattan and Brooklyn Bridges. The park now contains a large variety of built and landscape elements, including sports facilities and outdoor pathways. Acoustically, the greatest challenge for the park was traffic-noise from the Brooklyn Bridge and the Brooklyn-Queens Expressway. Noise control is required to create the sense of oasis within an urban context.

Cerami measured existing noise levels between the two bridges and along the Brooklyn-Queens Expressway to develop a noise level contour map for the site. Additional information was added from traffic noise data provided by the Federal Highway Administration to create a computer model to predict the sound levels along the waterfront.

The noise levels were incorporated in a 3D model using CadnaA software, as shown in the image above. Proposed landscape and architectural elements were added to the model to compare the impact on noise levels at the site. A series of sound barrier earth berms and sound attenuator walls will control noise levels transmitted to the park while minimizing any increase in those transmitted to the adjacent neighborhood.



BAY STREET CORRIDOR REZONING LANGAN

The New York City Economic Development Corporation, on behalf of the Department of City Planning, has rezoned the Bay Street Corridor as part of the city-sponsored comprehensive community planning effort focusing on the revitalization of the North Shore of Staten Island. The rezoning involved approximately 45-acres of area and to facilitate the potential for more than 2.5 million SF of affordable housing, retail and community facilities.

Cerami was selected to provide construction modeling and construction noise analysis. Our acoustical team collaborated closely with EDC and the design team members to analyze the existing facility conditions. We provided noise modeling of the existing and new sensitive receptor sites and determined significant impacts due to construction. Cerami was selected to provide construction modeling and construction noise analysis. Our acoustical team collaborated closely with EDC and the design team members to analyze the existing facility conditions. We provided noise modeling of the existing and new sensitive receptor sites and determined significant impacts due to construction.



FLUSHING WATERFRONT REZONING

LANGAN

The Flushing Waterfront rezoning spans approximately 47 acres in Downtown Flushing. The rezoned area will create mixed-income housing, community facilities, and public access areas. DCP is requiring an Environmental Impact Statement to be provided for the site. Cerami was brought on as the acoustical consultant to conduct noise monitoring and analysis for the proposed construction and development site.

A noise analysis was conducted to establish the effects of ambient noise levels onto the subject site from traffic and from the No. 7 MTA subway line, and to determine the level of building attenuation required to ensure that interior noise levels within the proposed project would satisfy applicable interior noise criteria.

Wisconsin Project Experience

Northwestern Mutual, Milwaukee, WI
 Medical College of Wisconsin - Cancer Research Building, Milwaukee, WI
 American Family Insurance, Milwaukee, WI
 Froedtert Hospital, Wauwatosa, WI
 Children's Hospital of Wisconsin - Surgery Renovation and Ambulatory Expansion, Wauwatosa, WI

Government Agency Experience

Arlington County	(NYC EDC)
Bureau of Engraving and Printing	New York City Fire Department (FDNY)
DC Department of General Service	New York City Transit (NYCT)
Department of Citywide Administrative Services (DCAS)	New York Police Department (NYPD)
Department of Environmental Protection (NYC DEP)	NYC School Construction Authority (NYC SCA)
Department of Youth & Community Development (DYCD)	NYS Attorney General
Dormitory Authority of the State of New York (DASNY)	NYS Homes and Community Renewal (NYC HCR)
Federal Bureau of Investigation	NYS Office of General Services (NYS OGS)
Fort Meade Army Base	PA Department of General Service
General Services Administration (GSA)	Pension Benefits Guaranty Corporation
Howard County	Port Authority of New York and New Jersey (PANYNJ)
Metropolitan Transportation Authority (MTA)	The City of New York Department of Sanitation (DSNY)
Miami Dade County	The City University of New York (CUNY)
Nassau County Police Department (NCPD)	The State University of New York (SUNY)
National Park Service	U.S. Agency for International Development
National Security Agency	U.S. Army Corp of Engineers
New Jersey Building Authority (NJBA)	U.S. Department of Agriculture
New Jersey Division of Property Management and Construction (DPMC)	U.S. Department of Justice
New York City Department of Design and Construction (NYC DDC)	U.S. District Court
New York City Department of Health and Mental Hygiene (NYC DOHMH)	U.S. Drug Enforcement Administration
New York City Economic Development Corporation	U.S. Environmental Protection Agency
	U.S. Food and Drug Administration
	U.S. Marine Corps
	U.S. Marshals Service
	United States Military Academy

References

Gerry Kelpin	Paul Seck
Director, Division of Air/Noise	Partner
Policy and Enforcement	Michael Van Valkenburgh
NYC Department of Environmental	Associates
Protection (DEP)	718-243-2044
718-595-3627	pseck@mvvainc.com
gerryk@dep.nyc.gov	

De Pere
Project Team



Gregory Miller^{PE, INCE}

Princeipal-in-Charge

Title	Principal
Education	BACHELOR OF ENGINEERING IN MECHANICAL ENGINEERING FROM THE COOPER UNION FOR THE ADVANCEMENT OF SCIENCE & ART
Licensure/ Certifications	Professional Engineer, Oregon Institute of Noise Control Engineers (INCE), Full Member

Greg has twenty-five years of experience as an acoustician for major projects in the US and around the world. His work is particularly notable in Chicago where he designed the acoustics for Lookingglass Theater, Northwestern University School of Audiology and the Writers Theatre. Additionally, Greg has guided the acoustic and integrated systems designs for some of the world’s leading cultural organizations. His innovative work on the development of auralizations to improve realism has become the industry standard.

Greg is regularly invited to lecture at universities, training the next generation of acoustic designers.He always stresses that the true measure of success is the experience of the people who inhabit the buildings he and his team design.

Select Experience

Kirkland & Ellis LLP Chicago, IL*	Chamberlain Group Headquarters Oak Brook, IL*
PNC Bank Headquarters Pittsburgh, PA*	The Ronald O. Perelman Center for the Performing Arts New York, NY*
BP North America Midwest Headquarters Chicago, IL*	Brown University Performing Arts Center Providence, RI*
Exelon Corporate Headquarters Chicago, IL*	The John F. Kennedy Center for the Performing Arts Washington, D.C.*
GTCR LLC Chicago, IL*	

* projects completed with previous firms



Victor Clemente

Project Manager

Title	Senior Associate
Education	Penn State University BACHELOR OF SCIENCE, ELECTRICAL ENGINEERING

With over 25 years of experience developing acoustical and noise control solutions for clients, Victor has gained expertise in areas such as consumer electronics, pro-audio, automotive, power, architectural, healthcare, and university research. Victor also has extensive experience managing NVLAP-accredited acoustical test laboratories.

Victor’s problem solving skills allows him to help clients diagnose noise problems and devise long terms solutions across a broad range of industries and markets.

Victor has written journal articles addressing topics such as “Free Field Simulations in Anechoic Chambers” and “Design and Performance of Acoustical Testing Center of Cummins Power Generation”.

Select Experience

Regeneron Tarrytown Campus Expansion Tarrytown, NY	Metro North Railroad Customer Service Initiative New York, NY
Tiffany Flagship Store Renovation New York, NY	NYU Langone Health Science Building School of Medicine Library New York, NY
Conrad B. Duberstein Courthouse and Federal Building Brooklyn, NY	NYU Langone Health - Skirball Institute of Biomolecular Medicine Noise and Vibration Monitoring New York, NY
Newark Liberty International Airport Terminal B Newark, NJ	

Scope of Services

We are pleased to submit our proposal to provide acoustical consulting services for the development of a new noise ordinance for the City of De Pere, Wisconsin. We understand that the City wishes to update the language of the existing noise ordinance in response to: expanding development, an increase in noise complaints, and perceived insufficiency of the current ordinance to regulate noise and respond to complaints. The City also is currently developing a new zoning ordinance, and the new noise ordinance will be developed in concert with that process.

This proposal addresses the scope of work required to provide the technical basis for the noise ordinance, and the expertise required to ensure that the ordinance will be readily used and reliably enforced. The precise scope of work is not yet defined, as some of the issues to be addressed – how many noise studies may be required in different zoning areas, etc. – will need to be determined as we work with the City and the zoning ordinance team. The proposal describes our proposed roadmap towards developing the ordinance, and identifies where the extent of the scope is yet to be determined.

We have indicated an anticipated fee budget based on our expectation of time involved in developing the scope of work. Once we kick off work and meet with City representatives and those developing the zoning ordinance, a more precise plan for on-site noise studies and anticipated meetings in De Pere will be finalized, and the budget will be further refined.

1.0 ACOUSTICAL SCOPE OF SERVICES

Under the terms of this proposal, it will be the responsibility of Cerami & Associates to provide the following scope of services.

A. Project Planning & Coordination

1. Receive and review existing noise ordinance language.
2. Meet with City representatives to review concerns related to existing noise ordinance language, goals for new ordinance language, and discuss the acoustic needs for various neighborhoods/zones within De Pere.
3. Meet with the team developing new zoning ordinance to understand the scope of the new ordinance and the intent of different zoning categories. Review ways that the noise ordinance can dovetail into the intent of the zoning ordinance. [For the purposes of our fee estimate, we have assumed this meeting would happen during the same trip to De Pere as the meeting with City representatives, or it would happen virtually]
4. Coordinate with the City and zoning ordinance team to identify key locations to measure existing ambient noise conditions. These measurements will be used to ensure that new ordinance requirements are reasonable: i.e. new requirements would not outlaw noise levels that are subjectively considered acceptable in their particular areas; and new requirements would address excessive noise in areas where subjective complaints are increasing.
5. Assemble noise ordinance language from comparable municipalities around the country and prepare a report summarizing similarities and unique features of these ordinances that the City may wish to consider for the new ordinance.

6. Prepare an initial report that outlines the following:
 - i. Schedule for completion of noise ordinance review and preparation.
 - ii. List of key milestones for presentation and review (e.g. when site noise surveys are complete, when first draft of new language is ready, etc.).
 - iii. List of input required from the City and other organizations in order to complete the services.

B. Site Noise Studies

1. Based on the list of locations identified in the previous phase, develop a plan for the number of site surveys to be completed and the duration of each site survey (duration may vary from 24 to 120 hours depending on the activity at each location; measurements conducted with an unmanned meter logging activity as it varies over time).
2. Conduct site noise surveys to measure existing ambient noise conditions. Each survey will involve a visit to De Pere to drop off the meter and a subsequent trip to pick up the meter. [For the purposes of our fee estimate we have assumed up to 4 distinct sites, with 2 sites surveyed together at a time].
3. Analyze data obtained at each site, and prepare a summary report that includes (at minimum):
 - i. Noise levels recorded at each site, both overall and varying over time.
 - ii. Characterization of the primary sources of ambient noise at that location.
 - iii. Comparison of recorded levels to noise level restrictions in similar types of zoning areas in comparable noise ordinances from other municipalities.

C. Development of Ordinance Language

1. Noise Ordinance.
 - i. Prepare key acoustics-specific language for the proposed new ordinance, based on the input and information obtained in prior phases. This language will not be a complete ordinance, but rather just the technical features of the ordinance to be integrated by the City Attorney (or other applicable City representative) into a full ordinance.
 - ii. Review draft of full ordinance language prepared by the City to confirm the technical intent of the acoustic features and provide feedback as necessary. [For the sake of our fee estimate, we have assumed review of up to three drafts].
 - iii. Meetings to review noise ordinance or outlined below.
2. Building Code
 - i. Review existing Building Code, focusing on acoustic performance requirements related to building construction. Include codes from other bodies (IBC, State of Wisconsin, etc.) which may be referenced in local De Pere codes.
 - ii. Prepare comments on acoustic requirements that are included, as well as those that are not included but which we recommend based on experience with building codes in other municipalities.
 - iii. Prepare language for integration into the Building Code, and submit to the City.
 - iv. Review drafts of updated code reflecting new acoustic requirements.

3. Meetings are anticipated to occur at the following milestones during the course of the development of ordinance language
 - i. Meeting with City to review first draft of full noise ordinance.
 - ii. Two public meetings to review final draft of noise ordinance and answer questions.
 - iii. Meeting with City to review building code updates.

D. Project Close-Out

1. Following the adoption of the new noise ordinance, prepare a final report that will summarize the following:
 - i. Shortcomings of prior ordinance.
 - ii. Summary of all data collected to prepare the new ordinance, including comparison ordinances and results of site noise measurements.
 - iii. Rationale for all technical requirements included in the updated noise ordinance.
 - iv. Recommended guidelines for enforcement of the ordinance (i.e. type of sound level meter, duration of measurement, qualifications of meter operator, etc.) to the extent that such things are beyond the scope of the ordinance itself.

2.0 COMPENSATION & REIMBURSABLES

Our fee for the scope of services outlined in Part 1.0 above shall be broken down as follows:

A. Compensation

We shall be compensated on an hourly basis of \$75 for Administrative Services, \$150 for Junior Associates, \$180 for Associates, \$220 for Senior Associates, \$300 for Associate Principals, \$400 for Principals and \$500 for Partners.

We anticipate a total fee of approximately \$60,000 based on our assumptions regarding the number of site noise surveys, research into comparable ordinance language, and number of meetings in De Pere. This estimate will be refined following project kickoff once a more precise project plan is developed.

These rates will remain fixed for the duration of this project, but note that our hourly rates are subject to change for subsequent calendar years in event of additional service authorizations outside of this scope of work.

Please note our office policy requires us to have signed authorization prior to commencing work on any project indicating agreement to scope, fee, and contract terms herein.

B. Reimbursables

In addition to the compensation for basic services described in Part 1.0, we shall be reimbursed at cost for printing and reproducible production, travel and transportation costs including taxis and parking as required; for overnight delivery and messenger services; and premium costs for additional insurance required for the project in excess of our regular policy coverage (see attached summary of current coverage levels).

Reimbursable expenses for this project are expected to include only travel expenses between Chicago and De Pere plus any shipping related to equipment necessary for site noise measurements beyond that which regularly resides in the Chicago office.

3.0 ADDITIONAL SERVICES

We shall be compensated separately on an hourly basis of \$75 for Administrative Services, \$150 for Junior Associates, \$180 for Associates, \$220 for Senior Associates, \$300 for Associate Principals, \$400 for Principals and \$500 for Partners for the following services to the extent that such services are authorized and approved. Our hourly rates are subject to change for subsequent calendar years.

The scope of work in this proposal is not precisely defined, in so far as the quantity of each item in the scope (number of meetings, number of draft reviews, number of site measurements, etc.) can vary. These variations will affect the overall cost of our services, but do not require a separate authorization. The services described below could be provided, but may have a more substantial impact on overall cost and would require a separate authorization.

- A. Acoustic simulations.
- B. Post-ordinance verification testing
- C. Significant re-drafting of nearly complete work.
- D. Field inspections in excess of those listed above.
- E. Meetings in excess of those listed above.
- F. Field test and measurements not outlined above.
- G. Services not described in Part 1.0 Scope of Services.

4.0 RELATED DISCIPLINES/ CONSULTING SERVICES

By this agreement, it is understood that Cerami & Associates are acoustical consultants, and in providing the services outlined above, Cerami & Associates will provide design recommendations for acoustical issues only, as outlined herein. It is often necessary to retain the services of other professional disciplines, including but not limited to Architectural, Structural or Mechanical/ Electrical/ Plumbing Engineering services, to review the recommendations set forth by Cerami & Associates and determine if there are any related issues that should be addressed in incorporating our recommendations. The responsibility and associated costs of retaining such other professional services shall be borne by the owner.

5.0 CREDIT / PUBLICITY

In any publication or award entry related to this project, the client shall use their best effort to credit Cerami & Associates, Inc. for the services provided under this contract.

Cerami & Associates shall also have the right to publicize their involvement and include information about this project, both in photographic or written format in their promotional materials (unless otherwise advised that specific information or projects are to be kept confidential through signed agreements).

6.0 PROJECT SUSPENSION / CONTRACT TERMINATION

Should the project be suspended, abandoned, or should you elect to terminate our services for other reasons prior to our completion of the work, we shall be paid for services performed up to the date of our receipt of notice of suspension or termination.

Should it become necessary to negotiate a settlement of our account with the Owner, we shall be given the opportunity to participate in any such discussions and we agree to abide with and accept the results of such negotiations.

7.0 PAYMENTS

Fee invoicing shall be on a monthly basis for percentage of work completed. Upon completion of the contract, we shall invoice for the balance of the lump sum remaining at that time. This agreement is with the undersigned and payment to us shall not be contingent upon payment from a third party.

Payments shall be due within thirty (30) days from the invoice date. Delinquent payments are subject to a late payment charge of one and one half percent (1.5%) per month, or portion thereof, of any undisputed balance. Reasons for disputed invoices must be submitted in writing within ten (10) days of issuance. We reserve the right to stop work without penalty in the event that any unpaid balances exceed ninety (90) days.

Additional terms and conditions are set forth in Exhibit A, which is incorporated into this agreement by reference as if fully set forth herein.

This proposal is valid for a period of ninety (90) days, after which we reserve the right to renegotiate. We are prepared to proceed with the above work upon receipt of your authorization.

All the best,



Gregory A. Miller, PE, INCE
Principal

ACCEPTED AND APPROVED BY: _____
City of De Pere, Wisconsin

DATE: _____

J:\37500-37999\37773\PROPOSAL\220505 CERAMI PROPOSAL - DE PERE NOISE ORDINANCE - M37773-01.DOCX

Exhibit A

1. Consultant's standard of care shall be to exercise reasonable skill, care and diligence in the performance of its obligations under this Agreement.
2. Consultant shall be entitled to rely upon the accuracy, timeliness and completeness of services and information furnished by the Client, the Architect and the other members of the design team.
3. Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall Consultant be responsible for any Contractor's or manufacturer's failure to perform in accordance with the Project's details, specifications or other requirements of the Contract Documents. Consultant shall be responsible for Consultant's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Architect, engineers, the Contractor or of any other persons or entities performing portions of the Work.
4. The purpose of Consultant's site visits are to become generally familiar with the progress and quality of the acoustical/building isolation portion of the Work completed, and to determine, in general, if the acoustical/building isolation portion of the Work observed is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable specifications. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, Consultant shall report to the Client (1) known deviations from the Contract Documents, and (2) defects and deficiencies observed in the Work. Under no circumstances shall Consultant's construction administration services give rise to a duty or responsibility of Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
5. Consultant's review of the Contractor's submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents relating to acoustical and building isolation. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Consultant, of any construction means, methods, techniques, sequences or procedures. Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
6. Drawings, Specifications, documentation and other materials, including those in electronic form, prepared by the Consultant and Consultant's subconsultants are Instruments of Service for use solely with respect to this Project. The Consultant and Consultant's subconsultants shall be deemed the authors and Clients of their respective Instruments of Service and shall retain all rights accorded under applicable law, including copyrights. Upon execution of this Agreement, the Consultant grants to the Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Client shall comply with

all obligations, including prompt payment of all sums when due, under this Agreement. No other license or right shall be deemed granted or implied under this Agreement. The Client shall not assign or otherwise transfer any license herein to another party without the prior written agreement of the Consultant.

7. Consultant and Client waive claims against each other for consequential damages arising out of claims, disputes or other matters in Client between them relating to this Agreement (including negligence, but excepting intentionally tortious acts, fraud, or willful or wanton misconduct). "Consequential damages" shall include damages for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Client further agrees that, to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Project or this Agreement from any cause or causes, including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (excepting intentionally tortious acts, fraud, or willful or wanton misconduct) shall not exceed the total fees received by Consultant pursuant to this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

Page **1.17.d**

DATE (MM/DD/YYYY)
01/14/2022

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Cerami, a Trinity Consultants company 12700 Park Central Dr Ste 2100 Dallas, TX 75251	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of Ame</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C: Landmark American Insurance Company</td> <td style="text-align: center;">33138</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Travelers Property Casualty Company of Ame	25674	INSURER C: Landmark American Insurance Company	33138	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W23769802

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		Y	Y	630-4J652757	06/01/2021	06/01/2022	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	Y	Y	BA-0N725572	06/01/2021	06/01/2022	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE			CUP-6S443035	06/01/2021	06/01/2022	AGGREGATE \$ 10,000,000
	☐ DED ☒ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		UB-4J659144	06/01/2021	06/01/2022	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional E & O Liability		Y	LHC789372	06/01/2021	06/01/2022	Per Claim/Agg: \$5,000,000

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

Certificate Holder, its parent, divisions, affiliates, subsidiary companies, agents, directors, officers & employees are Additional Insureds (except on Workers' Compensation and Professional Liability) with a Waiver of Subrogation on all policies as required by written contract and as permitted by law. Coverage is Primary & Noncontributory over other insurance maintained by Certificate Holder. Umbrella follows the General Liability, Employer's Liability & Auto policies.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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SR ID: 22090289

BATCH: 2374290

Packet Pg. 190

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED Cerami, a Trinity Consultants company 12700 Park Central Dr Ste 2100 Dallas, TX 75251
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Landmark American Insurance Company

NAIC#: 33138

POLICY NUMBER: LHC789372 EFF DATE: 06/01/2021 EXP DATE: 06/01/2022

ADDITIONAL INSURED: Y

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:

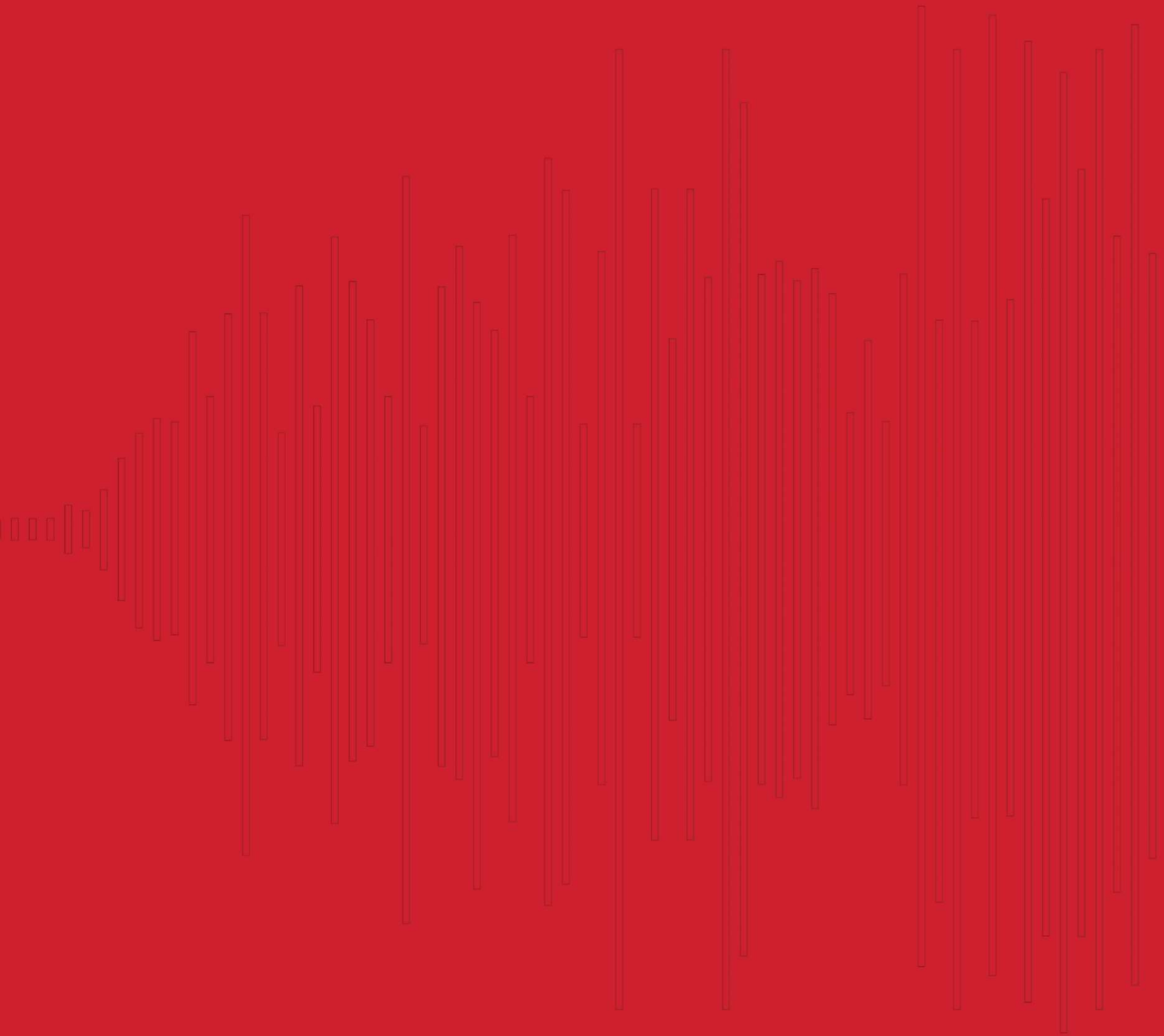
LIMIT DESCRIPTION:

LIMIT AMOUNT:

Contractor's Pollution Liability

Per Occ/Agg:

\$5,000,000



CERAMI

1001 AVENUE OF THE AMERICAS
FOURTH FLOOR
NEW YORK NY 10018
T / 212.370.1776

1155 15TH STREET NW
SUITE 606
WASHINGTON DC 20005
T / 202.448.9975

2000 MARKET STREET
SUITE 770
PHILADELPHIA PA 19103
T / 215.310.9766

145 S WELLS STREET
SUITE 1800
CHICAGO IL 60606
T / 312.724.7192



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

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

ATTACHMENTS:

- Ord22-05 (PDF)
- 58-4 red-lined 5-11-22(DOCX)

ORDINANCE #22-05

AMENDING § 58-4 DE PERE MUNICIPAL CODE REGARDING BUREAU OF
FIRE PREVENTION AND INVESTIGATION

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

SECTION 1. Section 58-4 is hereby amended by creating paragraph (5) as follows:

(5) *Submission of Records.* Contracts, engineers, test companies and licensed and/or certified testers who perform inspection, testing and/or maintenance services on fire protection and life safety system and equipment within the City of De Pere are required to electronically submit all complaint and non-compliance reports to the fire chief or designee in the manner and format approved by the fire chief.

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 17th day of
May, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Review: 05/10/2022

Publication Date: _____

Sec. 58-4. Bureau of fire prevention and investigation.

There is hereby created and established a bureau of fire prevention and investigation which shall be operated under the supervision of the fire chief, who may appoint an assistant fire chief to such bureau. The fire chief or assistant fire chief (collectively referred to as chief) shall have the authority to issue citations for violations of any provisions of this Code. This section shall not apply to single- and two-family residences and accessory buildings or temporary structures used for construction purposes in connection thereof unless a hazardous condition injurious to public safety exists therein.

- (1) *Duties.* The fire chief or designee shall have the authority to enforce the regulations of this chapter and all other laws, lawful orders, and ordinances including those, which relate to the prevention of fires including but not limited to:
 - a. The prevention of fires;
 - b. The storage, sale, use and handling of combustibles, flammables, and explosives or otherwise hazardous materials;
 - c. Hazardous conditions arising from defective or inadequate equipment for handling or using flammable, combustible, or explosives or otherwise hazardous materials;
 - d. The installation and maintenance of automatic sprinkler systems, fire alarm systems, fire protection equipment, appliances and devices;
 - e. The maintenance of fire escapes and other means of egress;
 - f. The means, adequacy and maintenance of exits from all buildings, structures or other places designed or used for human habitation, occupancy, or use for any purposes;
 - g. The investigation of the cause, origin and circumstances of fires.
- (2) *Reports.* The bureau of fire prevention shall prepare and file the following reports:
 - a. An annual report containing all information on matters regulated by this chapter, together with statistics and such other information as may be required, shall be compiled by the bureau and transmitted to the fire chief.
 - b. The bureau shall make such reports as may be required by the state department of commerce.
- (3) *Other duties.* The bureau of fire prevention may perform such other acts as are set forth in this chapter or otherwise provided by laws or as directed by the fire chief.
- (4) *Inspections.* The fire chief or designee may cause to be inspected any building, structure, or occupancy on an annual basis, or more often, which is subject to the regulations of this chapter for a determination of compliance herein.
- (5) *Correction of hazardous conditions.*
 - a. *Defective buildings.* Notwithstanding the provisions of any Wisconsin Administrative Code provision adopted in this chapter, when the inspector may find a building or other structure which, for want of repairs, lack of sufficient egress, or alarm apparatus, or fire extinguishing equipment, or by reason of dilapidated condition, or from any other cause, creates a condition where a fire may occur imminently making the same unfit for human habitation, occupancy or use, the same may be condemned as provided under Wis. Stats. § 66.0413.
 - b. *Existing structures.* Where existing structures have components or systems that do not comply with the current requirements, such systems or components may be permitted to remain, if in the opinion of the inspector, such design does not result in conditions that reasonably could

create imminent danger on the premises, other property, or the occupants thereof; provided such component or system complied with the code in force at the time of installation. Such nonconforming component or system shall be brought into compliance with the current code whenever the following occurs: a change of use or occupancy, a change of ownership, an addition is made to such premises, or remodeling over 50 percent of the value of the structure, not including the value of property, is made over a four-year period, whichever occurs first.

c. *Orders.*

1. *Service.* Except as provided when proceeding under Wis. Stats. § 66.0413, all orders issued under this section shall be in writing and personally served upon the owner and occupant of the premises. If the occupant or owner of the premises cannot be found, such written order shall be mailed to occupant and owner addressed to the last known post office address.
2. *Compliance.* All such orders shall provide a time for compliance therewith.
3. *Application.* The provisions of this section may be suspended in cases of emergency or other situations where prompt action is required.

(5) *Submission of Records.* Contracts, engineers, test companies and licensed and/or certified testers who perform inspection, testing and/or maintenance services on fire protection and life safety system and equipment within the City of De Pere are required to electronically submit all complaint and non-compliance reports to the fire chief or designee in the manner and format approved by the fire chief.

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(Code 1974, § 16.04; Ord. No. 02-14, § 2, 6-18-2002; Ord. No. 08-07, § 1, 5-6-2008; Ord. No. 12-32, § 1, 12-18-2012)

Created: 2021-12-16 18:51:07 [EST]

(Supp. No. 76)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: Fire Department

FROM: Alan Matzke

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

Unanimously approved.

ATTACHMENTS:

- Reso22-39 (PDF)
- DePere Fire BRYCER_SLA_(2022) (PDF)
- BRYCER INSPECTION COMPLIANCE ENGINE (PDF)

RESOLUTION #22-39

APPROVING THE COMPLIANCE ENGINE AGREEMENT BETWEEN THE CITY
OF DEPERE AND BRYCER, LLC
(Fire Inspection Compliance Reporting)

WHEREAS, De Pere Fire Rescue is responsible for conducting fire inspections of City businesses every six months to ensure compliance with fire codes established by the State of Wisconsin; and

WHEREAS, in order to increase efficiency within the department and digitize its record keeping process, the Department is interested in engaging a compliance engine system that would track and record all testing of current and new alarm systems; and

WHEREAS, Brycer, LLC is available and willing to provide such compliance services at no cost to the City through its partnerships with fire suppression contractors, upon the terms and conditions set forth in The Compliance Engine agreement attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute The Compliance Engine Agreement (Exhibit A), subject to such changes as deemed necessary by the City Attorney, together with such renewals thereof, upon substantially similar terms and conditions.

BE IT FURTHER RESOLVED THAT:

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

Resolution #22-39

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day
of May, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 05/10/2022

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

March 31st, 2022

DePere Fire Department
 400 Lewis St
 DePere, WI 54115

Re: “The Compliance Engine”

Dear DePere Fire Department:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, DePere Fire Department (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing May 1, 2022 (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- **Availability.** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and

integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [**DePere Fire Department**] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____

Its: _____

Acknowledged and Agreed to this
____ day of _____, 20____:

[DePere Fire Department]

By: _____

Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER 'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B**Maintenance Schedule and Minimum Service Levels****1. Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. Response Time.

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. Customer Support

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

Memo



To: Honorable Mayor James Boyd
Members of the Common Council

From: Alan Matzke, Fire Chief *AM*

Date: May 10, 2022

Re: Brycer Inspection Compliance Engine

BACKGROUND INFORMATION

The De Pere Fire & Rescue Department currently conducts fire inspections on City businesses every 6 months. In 2021, the department conducted 1,845 inspections on local businesses. The inspections generally consist of making sure that each business is complying with fire codes that have been set forth by the State of Wisconsin.

The fire inspection process is also a critical component of qualifying the department to receive State 2% fire dues each year. This is revenue that is allocated to department's for complying and completing the fire inspection process every 6 months.

CURRENT PROCEDURE

The fire department currently uses on duty crews to complete the fire inspections. As stated above, the department conducted 1,845 inspections in 2021, the average time on an inspection lasts about 20 minutes. This is approximately 615 hours that crews spent completing fire inspections last year.

A large portion of this time is used logging and recording all the different fire suppression systems that each business has. We are responsible for making sure that these systems are tested regularly and fixed when a deficiency is found. It is not a requirement of the fire suppression testing company to notify the fire department when they complete inspection, or if a problem is found and not corrected. This record keeping process of compliance and non-compliance is very time consuming for the department.

PROPOSED PROCEDURE

The department is always looking at ways to effectively utilize the time that they have in each day. Currently, we feel we could utilize our time more efficiently if we had a system in place that would help with the record keeping portion of the inspection process. We were made aware of a system called Brycer that assists departments in the record keeping process for all types of fire suppression and alarm systems.

The company “Brycer” is an independent company from the fire department that would track and record all testing of current and new alarm systems in businesses within the City of De Pere, at no additional cost to the city. They work together with the fire suppression system contractors in making sure that the businesses are compliant with all fire codes and testing requirements. They also notify the department when there are deficiencies, or a business is non-compliant.

Most businesses in the city currently use fire suppression system companies for their annual testing requirements. They already pay an administrative fee to these companies as part of their normal billing process. This is how Brycer is paid for the service that they provide. They charge the fire suppression system contractor \$17 each time they perform the inspection. This is a process that wouldn’t happen more than twice a year and it is very likely that the business owner is already paying the administrative fee to the testing companies as part of its normal billing for services.

SUMMARY

The proposed agreement will benefit the department in many ways. It will reduce the time associated with the fire inspection process greatly. It will also streamline the fire inspection process and allow for a higher compliance rate from local businesses. Most businesses want to be safe and this partnership with Brycer would allow for us to give local businesses another tool to help with being compliant in the fire inspection process, with little to no cost to local business owners.

The Brycer company will remind companies when their fire suppression systems need inspection and will also notify the department if they aren’t compliant with current fire codes. They will keep all this information on file (cloud based) and the department will be able to access it at any time.

The company has been in business for 12 years and has 700 departments that it currently provides services for. Of these 700, there are 35 in the State of Wisconsin. Ashwaubenon, Fond du Lac, Grand Chute, Kaukauna, Neenah-Menasha, Oshkosh, are just some of the closer departments that partner with Brycer. If anyone would be interested, I have a list of all 35 Wisconsin departments.

In an effort to streamline operations, I am asking to approve the partnership with Brycer in an effort to help the department with continuing to provide the best fire prevention services possible to the City of De Pere businesses, at no additional cost to the city.

It should also be noted that if the agreement is approved a minor ordinance amendment will also be required to incorporate the required electronic reporting requirement.

Thank you for your consideration. I respectfully request your support to move this item forward to the City Council for final action and acceptance.

Please feel free to contact me with any questions or concerns.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: Fire Department

FROM: Alan Matzke

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

ATTACHMENTS:

- Reso22-40 (PDF)
- MIH GRANT REQUEST (PDF)
- MIH Stroke and COVID GFO (Repost - Rolling Deadline) (PDF)
- Letter of Commitment De Pere Fire (PDF)
- LTR OF COMMITMENT (PDF)
- De Pere. Mobile Integrated Health Application (PDF)

RESOLUTION #22-40

RATIFYING GRANT APPLICATION OF FIRE AND HEALTH DEPARTMENTS
TO WISCONSIN DEPARTMENT OF HEALTH SERVICES
(Mobile Integrated Health for COVID and Stroke)

WHEREAS, the Wisconsin Department of Health Services, Division of Public Health (DPH) provides grant opportunities to emergency medical service (EMS) providers and health departments to enhance services offered to residents and communities; and

WHEREAS, the DPH is currently offering funding through U.S. Centers for Disease Control and Prevention (CDC) to implement Mobile Integrated Health for COVID and Stroke programs to support a partnership program between an EMS provider and a local hospital; and

WHEREAS, Aurora BayCare Medical Center is willing to serve as the required partner with the fire and health departments to participate in this program which would serve to support and advance the fire department's existing "Stay at Home Assistance" program; however the submission process did not allow sufficient time to obtain prior approval of its actions prior to submitting its letter of intent/application to DPH, requiring a request for ratification of these actions after the fact; and

WHEREAS, no City match is required in connection with the grant award; and

WHEREAS, this matter has been reviewed by the Finance Personnel Committee which recommends ratification of the actions taken by the departments in submitting the application.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council ratifies the submission of the grant application/letters of intent to the Wisconsin Department of Health Services for the purposes specified above and authorizes the Mayor to sign any agreement or documentation necessary for acceptance of the grant.

Resolution #22-40
Page 2 of 2

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 17th day of May, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 05/10/2022

Memo



Public Health
Prevent. Promote. Protect.
De Pere Health Department



To: Honorable Mayor James Boyd
Members of the Common Council

From: Deborah Armbruster, Health Director
Alan Matzke, Fire Chief *AM*

Date: May 10, 2022

Re: Participation in Wisconsin Department of Health Services Mobile Integrated Health for COVID and Stroke.

De Pere Fire Rescue, in partnership with the De Pere Health Department, is requesting to participate in and take advantage of a grant funding opportunity through the Wisconsin Department of Health Services. The opportunity comes to DHS by way of the Wisconsin Coverdell Stroke Program and is funded through the CDC's Paul Coverdell National Acute Stroke Prevention Program.

DPFR has been affiliated with the Coverdell program for more than six years and it is through this affiliation, as well as our commitment to stroke education and training, that led to our eligibility for this opportunity.

The purpose of this project is to implement a Mobil Integrated Health (MIH) for COVID and Stroke and this aligns directly with our current "Stay at Home Assistance" program. This program is our version of MIH and has been in operation for the past several years.

The program in De Pere is developed around our community needs analysis that was performed by both departments, which identified a segment of our population that is living independently in their own homes and many of them have not sought any type of assistance from the many resources the community has to offer. These people typically rely on family, friends, and neighbors to remain independent in their homes.

DPFR typically first encounters these citizens at the time of crisis. Falls are usually the reason they call us, and this happens to be our number one reason for ambulance calls in De Pere. Unfortunately, these falls often lead to an expensive ambulance transport to an expensive emergency department and sometimes end up in surgery, rehab, and long-term loss of independence. If we encounter a citizen who falls without requiring transport, we offer the Stay at Home Assistance program in an effort to prevent additional falls or injuries.

Fall prevention is a common effort shared by both health and fire and we estimate approximately 200 De Pere citizens 65 or older are admitted to hospitals resulting in more than \$3,000,000 annually.

I naively thought this concept of EMS prevention would be met with enthusiasm and similar to fire prevention, this would become a major part of your mission paying dividends by reducing stress on the emergency 9-1-1 system by addressing preventable incidents. I felt, and still feel, by reducing the number of non-emergent calls for service, we will serve the community much more efficiently.

MIH systems across the country have worked to reduce costs and improve service by developing a response appropriate to the need. Instead of a costly advanced life support ambulance with an expensive cross-trained staff responding to minor non-emergent visits, which are often follow-up visits. These could be scheduled and managed by one provider in a standard vehicle and be much more cost-effective for everyone involved.

Our MIH program has not been popular because we cannot get to the target demographic for various reasons. This grant encourages health systems to partner with EMS agencies and will provide us the opportunity to make contact with the high-risk demographic we are looking for in post-stroke patients. The goal of this project at the local level is to facilitate relationships between EMS and hospitals that improve data collection for the purposes of improving care. A long-term vision for this project is that these relationships, and the continuity-of-care-based program, will continue after the conclusion of this project period.

The anticipated cost of providing this service is based on sending two providers in a city vehicle to perform a one-hour visit which will cost approximately \$150. The program offers a set rate of \$300 per visit and is payable after each visit. We anticipate sixty visits during the 12 months program.

If you have any questions, please do not hesitate to ask.

GRANT FUNDING OPPORTUNITY (GFO)

Mobile Integrated Health for COVID and Stroke



**WISCONSIN DEPARTMENT
of HEALTH SERVICES**

Award Year: March 1, 2022 – February 28, 2023

Issued by:

State of Wisconsin Department of Health Services
Division of Public Health
Bureau of Community Health Promotion

APPLICATIONS ARE ACCEPTED ON A ROLLING BASIS

Send an electronic copy of the application to:
John Bowser at john.bowser@dhs.wisconsin.gov
Type “MIH Stroke” in the email subject line

I. Timeline of Events

November 19, 2021	Original Competitive Application Released via DHS Website
February 2022	Reposted Competitive Application Released n DHS Website
Ongoing	Email john.bowser@dhs.wisconsin.gov with (1) Letter of Intent to apply* and/or (2) any questions regarding this Grant Funding Opportunity
Ongoing	Application to be submitted, electronically to john.bowser@dhs.wisconsin.gov
March 1, 2022 – February 28, 2023	Period of Performance
* Letter of Intent is not required to apply for this GFO	

II. Purpose and Background

Purpose

The Department of Health Services (DHS), Division of Public Health (DPH) is issuing this Grant Funding Opportunity (GFO) to implement a Mobile Integrated Health for COVID and Stroke program through funding by the U.S. Centers for Disease Control and Prevention (CDC) through the *National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities*.

In this project, a partnership exists between an Emergency Medical Service (EMS) provider and a local hospital. Upon discharge from the hospital, stroke patients are referred by the hospital to their partner EMS provider to perform an at-home visit within 30 days post-discharge. At this visit, patient assessments including home safety check, medication checks and primary care information will occur, along with assessment of risk for COVID-19 infection, including vaccination status and messaging reflecting current COVID-19 risk status.

Data from the visits are entered and securely transferred back to the partner hospital for entry into Get with the Guidelines® post-discharge tab.

The ultimate goal and purpose of this project at the DHS level is to (1) directly reach 1,000 individuals, post-stroke discharge in an effort to reduce additional strokes and COVID-19 infections, with a specific focus on those populations with higher rates of both and (2) develop methods by which this mobile integrated health protocol can work in a variety of settings in Wisconsin and beyond.

At the local level, the goal and purpose is to facilitate relationships between EMS and hospitals that improve data collection for the purposes of improving care. A long-term vision for this project is that these relationships, and the continuity-of-care based program, will continue after

the conclusion of this project period.

Background

This project is based on a similarly structured pilot project done over a period of two years as a component of the Wisconsin Coverdell Stroke Program. Set in Milwaukee, this project involved local EMS personnel visiting the homes of recently discharged stroke patients whom they interacted with prior to and/or transported to the hospital. The purpose of these visits was to meet people where they are in an effort to assess post-stroke care and behaviors, in addition to assessing the home environment to address any safety issues.

The purpose of this project is to expand this effort to other geographic areas of Wisconsin, urban and rural. In doing so, the hope is to directly reach 1,000 stroke patients across Wisconsin with a focus on populations that are disproportionately impacted by stroke morbidity and mortality. Another area of expansion is an explicit focus on addressing the COVID-19 pandemic. Given the similarities in areas of disparity in stroke and COVID-19 in addition to the increased severity of strokes amongst those with an active COVID-19 infection, this project seeks to mitigate the effects of the stroke in addition to preventing future problems, both stroke and COVID-19 related, by encouraging vaccinations and informing patients of the proper procedures in the event of an infection and/or close contact.

While the specific administration of the process will vary between sites to account for community needs and resources, the main elements of this Mobile Integrated Health (MIH) project will be the same. The overarching initiative involves **at-home visits**, by EMS professionals, to stroke patients discharged to home within 30 days of their discharge from the hospital.

1. Before discharge, it is communicated to patients that they may receive an at-home visit.
2. After discharge, the hospital stroke coordinator (or designated individual(s)) refers the patient to the partner EMS agency (project grantee).
3. The EMS agency conducts the at-home visit and collects all information on the MIH project form [Attachment A] within 30 days of discharge.
4. This information is shared with the hospital through secure file transfer.
5. Data is entered into Get with the Guidelines® by the designated hospital to enhance and improve data collection.

A sample flowchart is included in this document [Attachment B].

To conduct this effort, proper staffing is needed by participating EMS and hospital partners. The grant funding is provided to the EMS agency for conducting the visits. Within the **EMS agency**, there must be individuals able to: receive referrals, conduct the at-home visits, complete the MIH project visit form, and submit the data to the hospital (via secure transfer). Within the **partner hospitals**, there must be individuals able to: submit referrals, receive and enter data into Get with the Guidelines®.

The *National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities* grant, under which this is funded, is a two-year grant meant to address health

disparities that exist related to COVID-19 and other health disparities that are associated with it, directly or tangentially.

The long-term vision for this project is that this represents initial funding for an effort that will exist in communities after the end of the project period. This community-based work is seen as a valuable avenue in prevention by which people at high risk for future events can receive assessment and care.

III. Award Information and Funding Availability

Agreement Terms and Availability and Use of Funding

The agreement shall be effective on the date indicated in the grant agreement and shall run through February 28, 2023.

The total amount available for the entire project is \$200,000. The amount for each site is based on capacity for referral numbers during the 12 month grant period. There is no local match or in-kind funds required. No carry-over or extensions will be available for this funding.

Please send an email to john.bowser@dhs.wisconsin.gov with any questions regarding this Grant Funding Opportunity.

Anticipated Funding

The funding is to cover expenses related to, at-home visit costs, data collection and entry into a secure database (Get with the Guidelines®). Funds will be allocated to new sites, pending submission and approval of full applications under this announcement. The range of funding for sites will vary depending on capacity for home visits and subsequent data entry. Expected range is between \$3,000 and \$30,000, per site. Funding is dispersed through reimbursement for MIH visits and data requirement completed, not to exceed the allotted amount.

Monitoring and Technical Assistance

DHS staff will monitor performance related to in-home visits and data entry completeness and timeliness. Direct outreach between grantees and DHS staff will include monthly check in calls, with ad-hoc consultation being available upon request.

Civil Rights Compliance

In agreements for the provision of services to clients, the grantee must comply with all applicable Federal Civil Rights laws. The grantee must agree to meet State and Federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. All grantees must submit the appropriate CRC documentation within fifteen (15) working days of the award date of the agreement or contract in accordance with the procedures outlined at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm>.

Affirmative Action

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765, every grantee contracting with the State of Wisconsin must agree to equal employment and affirmative action

policies and practices in its employment programs.

The awarded grantee must submit an Affirmative Action Plan or Exemption request within fifteen (15) working days of the date of the agreement or contract in accordance with the procedures outlined at <https://doa.wi.gov/Pages/StateEmployees/AffirmReq.aspx>.

Retention of Rights

The State of Wisconsin retains the right to accept or reject any or all applications if it is deemed to be in the best interest of the State of Wisconsin. All applications become the property of DHS upon receipt.

IV. Application Instructions and Submission Information

Eligibility Information

The lead grantee for this GFO is the Emergency Medical Services (EMS) agency who will be conducting the visits. To be eligible, an established and documented (per letter of commitment) relationship to conduct grant requirements must exist with a local hospital(s) who has an existing license for Get with the Guidelines® for stroke, or agrees to initiate such a license by the start of the project period. Funding for this project involves reimbursement for a new or existing Get with the Guidelines® license for the 12-month period of the project, with an additional 12 months of access pending satisfaction of project requirements.

It is also required that the EMS agency and partner hospital(s) have an agreement in place to allow for this continuity of care work to take place, which does involve sharing of records between EMS and hospital, including active/passive consent on the part of patients. Given the structure of the funding, preference for impact on rural populations is taken into account. However, all locales are eligible to apply.

Application Deadline

Applications must be submitted via email and can be submitted at any time during the project period and receive consideration.

Application Content/Components

Complete applications contain both the application narrative and supporting documentation.

1) Narrative Response

- A. Project Abstract (150 words max) and Agency Contact Information
- B. Project Narrative (1,500 words max)
- C. Work Plan
- D. Problem Description (500 words max)
- E. Budget Detail and Budget Narrative (500 words max)
- F. Organization Structure and Capacity (750 words max not including letters of commitment)

2) Supporting Documentation

- G. Letter of commitment from organization's Director

H. Letters of commitment from potential community partners

For the narrative portion of the application, applicants should use single space, 12-point font, and one inch margins. The application should include a footer on all pages of the narrative portion of the application that lists “MIH for COVID and Stroke,” the name of the applicant, and page numbers.

Reasonable Accommodations

DHS will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at any time during the GFO process, contact John Bowser at john.bowser@dhs.wisconsin.gov.

V. Application Review Information

Application Review and Scoring

Applications are first reviewed for completeness and eligibility. Eligible and complete applications will be reviewed by an evaluation committee and scored against the following criteria.

Application Section Scoring	Maximum Points
A. Project Abstract	0
B. Project Narrative	20
C. Work Plan	20
D. Problem Description	20
E. Budget	15
F. Organizational Structure and Capacity	25
Maximum total =	100

Mandatory Program Requirements

Applicants that fail to meet the formatting and submission requirements described below will not be reviewed.

Narrative Response

Applicants must respond to each of these requirements with a descriptive narrative. Use the headings as outlined below.

A. Project Abstract (150 words max) and Agency Contacts [0 points]

Briefly describe your project in an abstract format that could be used as a brief summary of your community’s needs in terms of stroke and COVID, how it could benefit from involvement in the project, and an estimate of how many people you foresee benefiting from this. Also provide information about your agency and the names and contact information

(name, title, email, phone, and address) for individuals responsible for the application and grant award, specifically the project director, signing official, financial officer and any other key staff members at your agency. Please note: When identifying individuals involved in this grant, you may not list the same person as project director and financial officer. The financial officer is the individual responsible for financial activities in your organization while the project director will be overseeing project operations.

B. Project Narrative (1,500 words max)

[20 points]

Describe your program or project in detail, including overall goals and what objectives will be accomplished. Include appropriate statistics, as needed, to describe your community's status relative to COVID and stroke. Describe how the project will be implemented, including difficulties that may arise in conducting in-home visits for the population of interest (recently discharged stroke patients) and completing all steps of the process (including addressing COVID prevention and susceptibility) and how these potential difficulties will be addressed.

C. Work plan

[20 Points]

Provide a work plan or project plan that details the process you will use in your community to complete the steps of: (1) referrals, (2) visits, (3) transmission of data from EMS to hospital, and (4) data entry. Given the variety of settings this work is to take place in, there is no expectation that the processes will be uniform. Understanding these various approaches is part of the project goals. An example flowchart that can be used to adapt or modify is provided in **Attachment B. *Projects that consistently do not demonstrate substantial progress on project goals or activities, and are not expending funds in accordance with the project budget and timeline, may have their allocated case load adjusted accordingly during the project period.***

D. Problem Description (500 words max.)

[20 points]

Use local data to provide evidence that stroke and COVID-19 are both areas of concern in your community. Describe the nature and severity of the problem, how this process may help, and how it may intersect with other social problems your community is facing.

E. Budget

[15 points]

The budget for this project involves a flat rate of \$300/visit to be reimbursed to the EMS agency. In addition, hospital partners will be reimbursed for 12 months of Get with the Guidelines® access for stroke data entry, with an option for another 12 months based on completion of activities. Please state the number of home visits, and subsequent data entry completions, you reasonably expect to complete in the 12-month period.

F. Organizational Structure and Resources and Capacity

[25 points]

Describe the role and experience of key staff from the EMS and partner hospitals organizations that will facilitate the steps of: (1) referrals, (2) visits, (3) secure transmission of data from EMS to hospital, and (4) data entry.

Please attach letters of commitment from your organization's Director and the hospital partners in the supporting documentation. These letters should indicate the commitment of each agency to fulfill all steps (as applicable) in the mobile integrated health process and attendance in monthly calls.

Discussions and Modifications:

DHS reserves the option to conduct discussions with applicants. The purpose of these discussions will be to provide clarification and to assure full understanding of and responsiveness to the application requirements. If discussions are conducted, applicants will be invited to modify their applications. DHS reserves the right to award grants for less than the proposed amount.

VI. Post-Award Special Conditions/Reporting Requirements

Estimated start date for project is March 1, 2022. Final work on projects for this grant year must be completed by February 28, 2023.

If you are awarded funds under this announcement, you will be required to participate in monthly check-in calls (~30 minutes) to discuss progress and any issues that should be discussed.

Project-end interviews

Between March 1, 2023 and May 31, 2023, a project-end evaluation interview will take place with each partner, individually, to discuss the project including lessons learned, strengths and weaknesses (from the perspective of EMS, hospitals and DHS). These are required and are an important step in the process to maximize the benefit of the project for addressing disparities and improving mobile integrated health procedures going forward.

Post-project data deliverables

By May 31, 2023, a record of the number of visits completed must be submitted to DHS to confirm the activities being conducted. This aggregated data is used for reimbursement for time expenses accrued by EMS partners and will be the basis for the payment submitted from DHS to the EMS partner. This will include number of visits completed, and aggregated figures on the data points collected as part of the EMS assessment.

In addition, please note the following:

- 1.) Grantees must agree to comply with all reporting, data collection and entry, and evaluation requirements.
- 2.) All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.
- 3.) The recipient agrees to participate in monthly progress calls

- 4.) Grant recipients are advised that DHS will monitor grants to ensure that funds are expended for appropriate purposes and that recipients are complying with state and federal requirements as described in the grant award contract. This includes timely completion of visit records, active efforts to achieve and measure stated goals and objectives, appropriate documentation of activities and outcomes, and adherence to any conditions included in the grant award. Projects that consistently demonstrate a lack of progress on project goals and objectives, are not expending funds, or are not progressing according to the submitted timeline may have their budget adjusted during the project period.
- 5.) Please be advised that a hold may be placed on any application or grant payment if it is deemed that an agency is not in good standing on other Wisconsin Department of Health (DHS) grants, has other grants compliance issues that would make the applicant agency ineligible to receive DHS funding, and/or is not cooperating with an ongoing DHS grant review or audit.

Attachment A: Mobile Integrated Health (MIH) for COVID and Stroke – Home Visit Data Elements

In addition to demographic information (name, address, age, gender, race, and DOB) and date of visit, the following items are to be collected. (Note: When data is entered into Get with the Guidelines®, identifiable information is removed.)

A. Falls

- a. Fall since discharge (yes/no)
- b. Number of falls
- c. Fall reported to healthcare provider? (yes/no)

B. Appointments

- a. Appointment made prior to discharge to follow-up with a healthcare provider? (yes/no)
- b. For first post-discharge appointment scheduled, what was the outcome?
 - i. Completed
 - ii. Rescheduled
 - iii. Not attended
- c. Who did the patient see or will see within 30 days of discharge? [check all that apply]
- d. Date of first post-discharge physical office visit
- e. Indicate reason(s) for cancellation of initial appointment [check all that apply]
- f. Indicate reason(s) for NOT rescheduling appointment [check all that apply]

C. Medications

- a. Medications prescribed at discharge
- b. Did patient recall staff review of their medication(s) prior to discharge?
- c. Current patient medication(s)
- d. Post discharge medication(s)
- e. Indicate any medication(s) patient stopped without instruction from their medical provider
- f. Stoppage reason [for medications that apply]
 - i. Antihypertensive
 - ii. Statin
 - iii. Antidiabetic
 - iv. Aspirin or other platelet anticoagulant

D. ED Visits

- a. Has patient been seen in emergency department (ED) since discharge? (yes/no)
- b. Total number of ED visits
- c. Date of first ED visit
- d. Date of additional ED visit since last follow-up
- e. Reason for ED visit
- f. Patient's disposition for ED visit

E. Tobacco Use and Cessation

- a. Patient identified as a tobacco user at time of stroke? (yes/no)

- b. Was the patient provided tobacco cessation counseling or referred to a cessation program? (yes/no/UNK)
- c. Use of tobacco since discharge? (yes/no)
- d. Patient's frequency of tobacco use?
- e. Has the patient stopped tobacco use because they were trying to quit since discharge? (yes/no)
- f. If yes, number of times attempted

F. Blood Pressure Management

- a. Has the patient been monitoring their blood pressure at home or in the community? (yes/no)
- b. Most recent blood pressure (___/___ mmHg) reading
- c. Is the reading the typical blood pressure reading of the patient? (yes/no/UNK)
- d. Has patient reported their blood pressure to their health care provider since discharge?

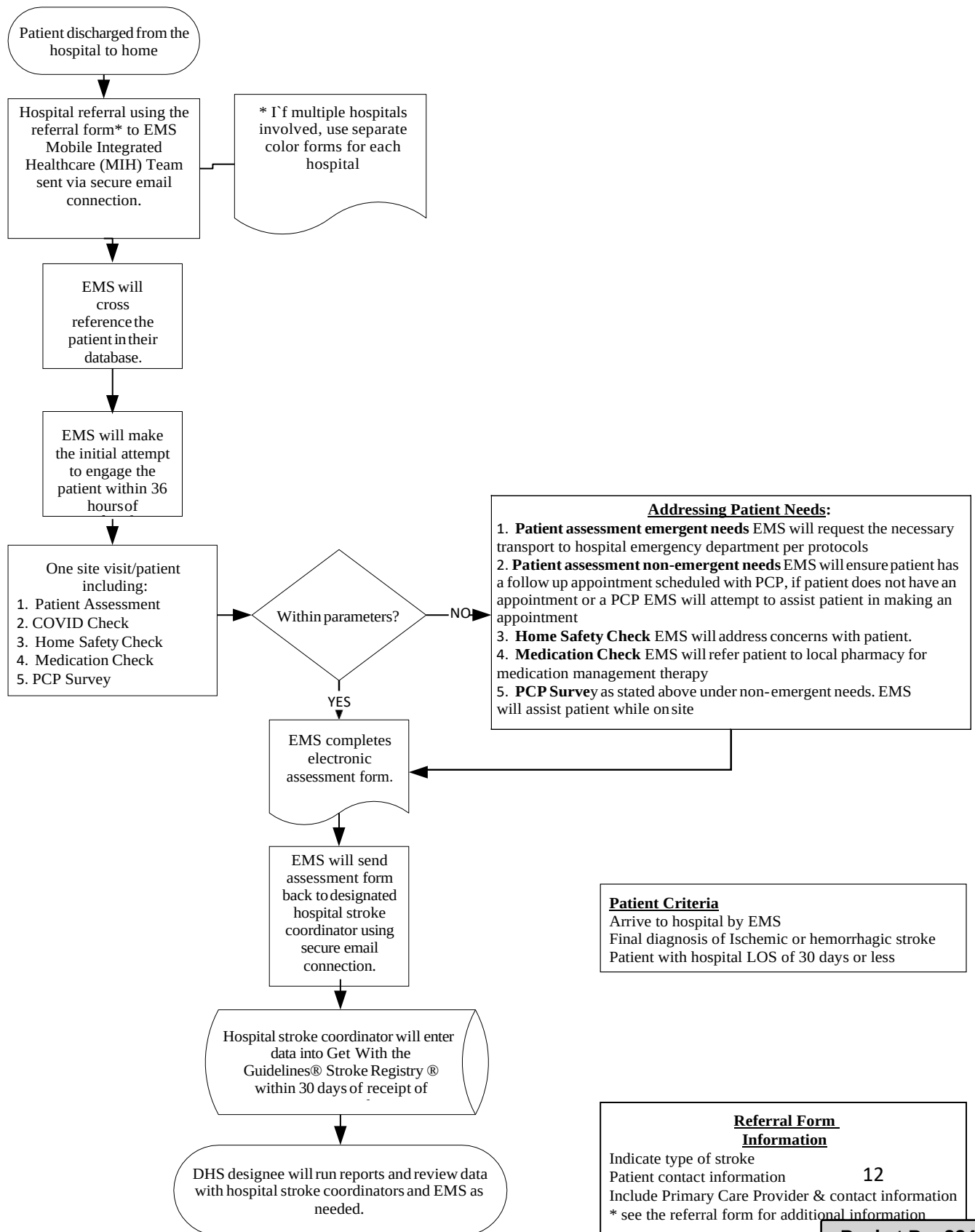
G. Over the past two weeks, how often has the patient been bothered by any of the following problems?

- a. Little interest or pleasure in doing things
- b. Feeling down, depressed or hopeless
- c. Trouble falling asleep, staying asleep or sleeping too much
- d. Feeling tired or having little energy
- e. Poor appetite or overeating
- f. Feeling bad about self or that he/she is a failure or has let self or family down
- g. Trouble concentrating on things, such as reading the newspaper or watching television
- h. Moving or speaking so slowly that others have noticed. Or, the opposite, being so fidgety or restless that he/she has been moving around more than usual
- i. Thoughts that he/she would be better off dead or of hurting themselves in some way

H. COVID-19 Measures

- a. COVID-19 Vaccination Status
- b. COVID-19 Vaccination Date (if applicable)
- c. COVID-19 Vaccine Manufacturer (if applicable)
- d. Did the patient receive both doses of vaccine (if applicable)?
- e. Does the patient intend on receiving the COVID-19 vaccine (if applicable)?
- f. Was the patient provided consultation on the benefits of receiving COVID-19 vaccine (if applicable)? (yes/no)

Attachment B: Mobile Integrated Health (MIH) for COVID and Stroke - Sample Flowchart



Aurora BayCare Medical Center

2845 Greenbrier Road T (920) 288-8000
Green Bay, WI 54311 aurorabaycare.com

March 30, 2022

De Pere Fire Rescue
400 Lewis St
De Pere, WI 54115

RE: Letter of commitment

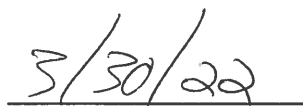
To whom it may concern,

Aurora BayCare Medical Center (ABMC) understands De Pere Fire Rescue (DPFD) is interested in pursuing grant funding from the Wisconsin Department of Health Services to implement a Mobile Integrated Health for COVID and Stroke program. This letter serves as a commitment from ABMC to participate in this program, provided a legal agreement can be reached between ABMC and DPFD governing the use and security of patients' protected health information before the implementation of the program.

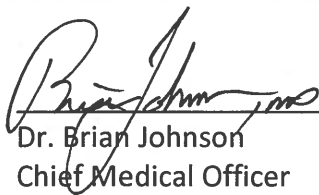
ABMC will collaborate to provide DPFD with patient information, as determined by zip code. DPFD will conduct a home visit which will include patient assessment, COVID check, home safety check, medication check, and PCP survey. Results of the post-discharge data will be shared with DPFD and ABMC to develop respective action plans based on the areas of opportunity in the continuum of care for patients with a stroke diagnosis. This project aims to create community partnerships, prevent hospital readmissions, reduce Emergency Services usage, improve hospital discharge processes, and ensure safe home environments for community members discharged with a stroke or COVID-related diagnosis.



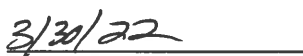
Thomas Miller, MSHA, MBA
President



Date



Dr. Brian Johnson
Chief Medical Officer



Date .

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115
(920) 339-4091



March 30, 2022

Mr. John Bowser
MIH Stroke
John.bowser@dhs.wisconsin.gov

Re: Letter of Commitment

Dear Mr. Bowser,

The City of De Pere is interested and willing to pursue grant funding from the Wisconsin Department of Health Services to implement a Mobile Integrated Health for COVID and Stroke program. This letter serves as a commitment from the City of De Pere to participate in this program.

De Pere Fire Rescue will collaborate with Aurora BayCare Medical Center to conduct home visits, which will include patient assessment, COVID check, home safety check, medication check, and primary PCP survey. Results of the post-discharge data will be shared between DPFR and ABMC to develop respective action plans based on the areas of opportunity in the continuum of care for patients with a stroke diagnosis.

This project aims to create community partnerships, prevent hospital readmissions, reduce Emergency Services usage, improve hospital discharged processes, and endure safe home environments for community members discharged with a stroke or COVID-related diagnosis.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Alan Matzke".

Alan Matzke
Fire Chief

3-30-2022

Date

Mobile Integrated Health Application

De Pere Fire Rescue & Aurora BayCare Medical Center

A. Project Abstract

In 2021, approximately 30 stroke patients from the De Pere area (zip code 54115) were admitted to Aurora BayCare Medical Center (ABMC), with one of those patients testing positive for Covid. At the time of discharge, just over 85 percent were discharged to home, 26 patients. The hospital does attempt to contact these patients 3-7 days after discharge; however, the success rate is minimal with phone calls only. Around 35 percent of patients are able to be reached after 3 attempted phone calls. This is a significant number of survivors that are unable to be reached that would benefit from a home visit.

De Pere Fire Rescue would be conducting the follow up visits. DPFR employs thirty full time employees and twenty part time employees who are all Emergency Medical Technician certified with twenty-nine certified at the Paramedic level.

DPFR operates three Advanced Life Support ambulances out of two stations located on each side of the Fox river which bisects our community. DPFR currently provides Emergency Medical Service to approximately 41,000 residents in the City of De Pere, Town of Lawrence, Town of Ledgeview, and some of the Village of Ashwaubenon.

If DPFR were to complete the follow up visits in the areas listed above, in 2021 there were 63 patients discharged back to those communities.

Location and contact information as follows:

De Pere Fire Rescue
400 Lewis Street
De Pere, WI. 54115

Project Director	Chief Alan Matzke amatzke@deperewi.gov Office 920-339-4085 Mobil 920-445-4802
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Administrator	Lea Taylor ltaylor@deperewi.gov Office 920-339-2467 Mobil 920-413-7267
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Financial

Joe Zegers
jzegers@deperewi.gov
Office 920-339-4041

B. Project Narrative

DPFR in conjunction with the City of De Pere Health Department, has conducted the ‘Stay at home with Assistance’ program since 2015. The program was born out of the CDC falls prevention initiative that aligned with the most urgent need in our community. Falls and fall related injuries make up our highest number of EMS call responses.

Unfortunately, our organization traditionally has contact with these patients after they experience a fall and or related injury and call 911 resulting in a very expensive ambulance transport, Emergency Department evaluation, possible medical intervention, possible rehabilitation and may result in an expensive long term care facility and loss of independence.

The program is intended to reach this demographic prior to experiencing a medical emergency so as to prevent such events. The prevention would reduce the financial burden to the patient, the health care system and ultimately our communities at the same time preserving the patient’s independence and quality of life.

This existing program has provided valuable experience and insight into the needs of our older adult community. Our program has led us to develop an extensive list of potential safety hazards that we have worked with the patients to identify and correct. Post stroke patients would be subject to the same risks and thus would benefit from our risk reduction assessment upon returning to their respective homes.

DPFR receives its ongoing continuing medical education through our medical director Dr. Robert Zemple and his affiliation with Aurora BayCare Medical Center he has provided high level training regarding stroke care that is built into our ongoing curriculum. DPFR has been acknowledged by the ABMC stroke coordinator, on multiple occasions for providing outstanding prehospital stroke care.

Ninety Four percent of our staff is vaccinated and boosted against Covid 19 and our organization has been compliant with CDC guidelines regarding personal protective equipment. We would only have vaccinated staff participate in this program.

Our stroke training along with our ongoing falls risk reduction efforts makes our organization the perfect community partner to participate in this project. Our home safety assessment tool is below for your review to illustrate the wide variety of risk reduction areas:



De Pere Fire Rescue

400 Lewis Street De Pere, WI 54115
(920) 339-4091



Public Health
Prevent. Promote. Protect.

De Pere Health Department

Name: _____ Date: ____/____/____ Time: _____

Address: _____

Phone #: _____ D.O.B: ____/____/____ Male ☐ Female ☐

Number of Occupants in household: ____ How did you hear about program: _____

YES NO HEALTH QUESTIONNAIRE

____ Do you have problems walking?

____ Do you have problems with self-care activities (washing and dressing)?

____ Do you have any daily pain or discomfort?

____ Do you have any problems with anxiety or depression?

____ Have you received medications with your doctor or pharmacist?

____ Do you exercise regularly?

____ Have you had your vision checked by an eye doctor in the last year?

____ Do you eat less than 2 meals a day?

____ Do you eat alone most of the time?

____ Are you physically unable to shop for food and/or prepare meals for yourself?

HOME SAFETY ASSESSMENT:

OUTSIDE:

- _____ Are the sidewalks level and free from hazards?
- _____ Is the driveway free from debris/snow/ice?
- _____ Are the outside stairs stable and do they have a sturdy handrail?
- _____ Are the porch lights working and do they provide adequate lighting?

LIVING ROOM:

- _____ When you walk through a room, can you go through without having to walk around furniture?
- _____ Are the floors clear of papers, books, towels, shoes, magazines, boxes, blankets and other objects?
- _____ Are the floors clear of throw rugs?
- _____ For the remaining throw rugs, has double-sided tape or non-slip backing been applied, so the rugs won't slip?
- _____ Can you walk without having to step over wires and cords (i.e. lamp, telephone or extension cords)?
- _____ Is the lighting adequate with easy to reach switches?
- _____ Is the phone accessible and located near favorite seating areas?

KITCHEN:

- _____ Are the items most frequently used located within easy reach on low shelves?
- _____ Is your step stool steady and does it have a hold bar?
- _____ Are floor mats non-slip tread and secured to floor?
- _____ Are the oven controls within easy reach?
- _____ Is the lighting adequate with easy to reach switches?
- _____ Is there an ABC rated fire extinguisher located in the kitchen?

STAIRS AND STEPS:

- _____ Are the stairs clear of papers, shoes, books and other objects:
- _____ Are any of the steps broken or uneven?
- _____ Are there lights over stairways?
- _____ Is there a light switch at both the bottom and the top of the stairs?
- _____ Is the carpet on steps loose or torn?
- _____ Is the handrail loose or broken?
- _____ Are there handrails on both sides of the stairs?

BATHROOMS:

- _____ Is there a non-slip surface on the tub and/or shower floor?
- _____ Are grab bars available when getting in or out of the tub or up from the toilet?
- _____ Is there a need for a raised toilet seat?
- _____ Do you have a night light?

BEDROOMS:

- _____ Is the floor free from clutter?
- _____ Is the light near the bed easy to reach?
- _____ Is the path from your bed to the bathroom lit (with a night light)?
- _____ Is there a phone next to the bed and easy to reach?

OTHER THINGS YOU CAN DO TO PREVENT FALLS:

- _____ Do you get up slowly after you sit or lie down?
- _____ Do you wear non-slip shoes or move around the house?
- _____ Do you wear both shoes inside and outside? Avoid going barefoot or wearing slippers.

_____ If applicable, are walking assistance devices available and in good condition?

_____ Is the lighting in your home adequate?

_____ Is lighting uniformly bright? Add lighting to dark areas. Hang lightweight curtains to reduce glare.

OTHER SAFETY TIPS:

_____ Are emergency numbers in large print near each phone?

_____ Is there a phone near the floor in case you fall and can't get up?

_____ Have you considered wearing an alarm device that will bring help in case you fall and can't get up.

_____ Do you have a File for Life completed and readily available?

SOCIAL SUPPORT QUESTIONS:

_____ Do you have a supportive social network?

_____ Do you have reliable transportation to and from appointments?

_____ Are you compliant with your prescription medications?

_____ Do you have a way to retrieve medications?

_____ Are you able to open your prescription medication containers?

_____ Do you have someone you can talk to when you are having a "hard time"?

_____ Do you look for reasons to get out of bed in the morning?

_____ Do you have a hard time completing goals that you set?

_____ Do you find daily chores hard to complete?

Signature(s): _____

C. Work plan

Through collaboration between De Pere Fire Rescue and Aurora BayCare Medical Center, patient information will be sent via encrypted email by Melisa Engebose, Neuro Nurse Navigator, within 2 weeks of discharge. The patient population will be determined through a search by zip code in Get with the Guidelines. This may present difficulties if there is a delay in coding, resulting in a delay entering the patients information.

Upon receipt of notification from ABMC our administration will attempt to contact the patient as soon as practicable to schedule the home visit and assessment. We will use a vehicle for the visit that is easily identifiable to their local fire department and EMS provider, we will be uniformed, and credentialed in an attempt to capitalize on the trust the community has in our organization.

Our entire staff is competent and capable of working in an electronic patient care reporting system. We currently have multiple devices available or would easily work in a device provided with the program. All documentation would be complete and transmitted during the point of care or as soon as practicable post visit and surely prior to any additional appointments. DPFR will be able to meet or exceed the expectations outlined in attachment B of your document.

D. Problem Description

De Pere, located in Brown County, Wisconsin has seen several spikes in Covid over the last six months- most significantly from December 2021 to February 2022. Within Brown County, there were 124 strokes admitted to ABMC, 72 of which returned home. The diagnosis for those that returned home included 3 Intracerebral hemorrhage, 3 subarachnoid hemorrhagic, and 66 acute ischemic stroke patients. De Pere accounted for just under half of all stroke discharges from ABMC. As over 50 percent of discharged patients are discharged to home, the MIH program will help to ensure patient safety and compliance upon return home. Through a thorough home assessment, other concerns may be addressed including risk for falling, medication compliance, in addition to follow discharge instructions.

E. Budget

The budget for this project involves a flat rate of \$300/visit to be reimbursed to the EMS agency. In addition, hospital partners will be reimbursed for 12 months of Get with the Guidelines® access for stroke data entry, with an option for another 12 months based on completion of activities.

Based on 2021 data, the number of patients discharged into the zip codes we would be willing to follow up, the number was 63. DPFR has plenty of capacity to follow up on this number of patients in accordance with the expectations without difficulty.

F. Organizational Structure and Resources and Capacity

DPFR administrative staff consists of Chief, Assistant Chief, and an administrative assistant who all work Monday thru Friday from 07:00 to 16:00. The administrative assistant would be the first point of contact for the referring facility and would be the person who contacts the patient to schedule the home visit. The administrative assistant, upon scheduling the home visit, would assign two on duty staff members to complete the home visit.

DPFR would conduct these home visits with a minimum of two personnel to improve efficiency as well as provide the highest level of care. We have found in our practice that having one team member focus on data entry and one member focused on patient communication we are able to provide service with higher patient satisfaction.

It is with this team we would strive to complete all documentation prior to ending the patient visit. If unforeseen difficulties occur the staff would return to one of our two stations to complete documentation and transmission to the hospital.

**City of De Pere, Wisconsin****Request For Common Council Action**

MEETING DATE: May 17, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

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

Approved at Finance Committee 5/10/2022.

The De Pere Police Department is seeking authority to participate in the 2022 Speed Task Force grant mobilized in Brown County. Other agencies participating in the Speed Task Force are Green Bay PD, Brown Co. Sheriff Office, Ashwaubenon Public Safety and Hobart/Lawrence PD.

There are deployments scheduled for the fiscal year (Summer of 2022) with about 4 deployments per month. De Pere would be in the schedule about once per month, but the schedule is subject to change based on an identified greater need. Each deployment would be four (4) hours.

The grant is worth \$125,000 total and is divided up to the participating agencies based on the number of officers working each deployment. De Pere PD would have 1 to 2 officers work per deployment. We would be required to match the grant money received by 25%, not through actual fund expenditures, but through soft matches such as administrative time used to process paperwork, vehicle mileage and maintenance costs, and regularly assigned traffic duties, etc.

In recent years the police department has participated in such deployments and we again are seeking inclusion in this task force.

Please contact me or Captain Nate Mrstik if you have any questions about this task force or the assignments.

ATTACHMENTS:

- Reso22-41 (PDF)

RESOLUTION #22-41

AUTHORIZING POLICE DEPARTMENT PARTICIPATION
IN BROWN COUNTY SPEED TASK FORCE (2022)

WHEREAS, Brown County has formed a Speed Task Force through grant funding provided by the Wisconsin Department of Transportation Bureau of Traffic Safety (BOTS); and

WHEREAS, the Task Force, comprised of the Brown County Sheriff's Department, Green Bay Police Department, Ashwaubenon Public Safety and Hobart/Lawrence Police Department, in addition to De Pere, focuses on enforcement, education and awareness activities to combat negative driving behaviors related to speed; and

WHEREAS, the De Pere Police Department wishes to again participate in the Task Force, with overtime costs related to enforcement activities funded through the grant; and

WHEREAS, the City is required to match the grant funding with a 25% in-kind contribution, which can be accounted for by soft matches such as vehicle use and maintenance costs, regularly assigned traffic duties, administrative time and the like; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Police Chief is authorized on behalf of the City of De Pere to participate in the Brown County Speed Task Force (2022) as identified above, together with any subsequent Speed Task Force, provided such participation has been approved by the Finance/Personnel Committee.

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.

Resolution #22-41

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of May, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Dane, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 05/10/2022

**City of De Pere, Wisconsin****Request For Common Council Action**

MEETING DATE: May 17, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

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

**The Finance/Personnel Committee voted unanimously at its meeting on May 10, 2022, to approve this item and move it forward to the Common Council for final approval.

We are requesting approval for the renewal of the service agreement with Johnson Controls for a 1-year period, June 1, 2022 - May 31, 2023. This agreement provides parts and labor coverage for our Access Control System for a total of \$1,096 (previous rate was \$874.22). Prior contracts were locked in for 5-year periods but due to the state of the economy right now, the company is offering 1-year agreements at this time.

A copy of the 1-year renewal agreement is attached for your review.

Thank you for your time and consideration.

ATTACHMENTS:

- Reso22-42 (PDF)
- Johnson Controls Access Control System Agreement-CC (PDF)

RESOLUTION #22-42

APPROVING RENEWAL OF PLANNED SERVICE AGREEMENT BETWEEN
THE CITY OF DEPERE AND JOHNSON CONTROLS FIRE PROTECTION LP
(Community Center Access Control System)

WHEREAS, the Community Center utilizes Johnson Controls Fire Protection LP, f/k/a Tyco SimplexGrinnell, for a service contract covering inspection, provision of equipment and emergency labor for its access control system; and

WHEREAS, a renewal for such contract is needed for continued service; and

WHEREAS, the attached Planned Service Agreement (Exhibit A) will renew such services for an additional one year (1) period; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the attached Planned Service Agreement (Exhibit A), subject to such technical changes as deemed necessary by the City Attorney, together with such renewals thereof, provided the terms and conditions are substantially similar and the appropriate funds are budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of May, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 05/10/2022

De Pere Community Center 659646

Planned Service Agreement



Johnson Controls Fire Protection LP
4829 South 115th Street
Omaha NE 68137
United States of America

Proposal presented on:
04-20-2022

SERVICE SOLUTION

Customer:
 City of De Pere
Date: 20-Apr-22
Proposal #: CPQ-216233
Term: 1-Jun-22 to 31-May-23
External Contract #:
Subscription ERP #:

Billing Customer:
 City of De Pere
 600 Grant St

 DE PERE, WI 54115-1318

Service Location:
 De Pere Community
 Center, 600 Grant St,
 De Pere, WI
 54115-1318

Johnson Controls Fire Protection LP
Sales Representative:
 James Badura
 4829 South 115th Street
 Omaha, NE 68137
 james.dean.badura@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-AC-GEN AC ACCESS CONTROL SYSTEM		City of De Pere	\$1,096.00
Est. First Inspection: January			
ACCESS CONTROL ENHANCED SERVICE OFFER			

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of De Pere** and is effective **1-Jun-22** (the "Effective Date") to **31-May-23** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

Remit To: Johnson Controls Fire Protection LP (f/k/a SimplexGrinnell LP)
Dept. CH 10320
Palatine, IL 60055-0320

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$1,096.00 - Proposal #: CPQ-216233

PAYMENT SUMMARY:

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Year	Total Net Price
1	\$1,096.00

SERVICE SOLUTION

City of De Pere

Signature: _____

Print Name: _____

Title: _____

Phone #: _____

Email: _____

Fax#: _____

PO #:
(if required) _____

Date: _____

Johnson Controls Fire Protection LP

James Badura

Print Name: _____

Title: _____

Phone #: _____

Authorized
Signature: _____

Fax#: _____

License #:
(if applicable) _____

Date: _____

CUSTOMER APPROVAL:

Please check the applicable box indicating Customer Purchase Order (PO) requirements:

No PO Required ☐Single PO Required for Entire Term ☐Annual PO Required ☐

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises.** Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6

U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered

System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment

includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.johnsoncontrols.com/buildings/legal/digital/general/tos>.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises.** Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. **Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was**

designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the Subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or

changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. **Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State

Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

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

The Board of Public Works at the May 9, 2022 meeting approved State/Municipal Project Agreement for Local Road Improvement Grant for resurfacing Acreview Drive, Barbara Lane, Lorrie Way, Nob Hill Lane, and Scout Way and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-43 (PDF)
- 2022 0509 CI_BOPW_LRIP (PDF)
- 17382_SMA (PDF)

RESOLUTION #22-43

AUTHORIZING STATE/MUNICIPAL PROJECT AGREEMENT
FOR LOCAL ROADS IMPROVEMENT PROGRAM FOR 2022-2023
(Acreview Drive, Barbara Lane, Lorrie Way, Nob Hill Lane and Scout Way)

WHEREAS, the City has obtained grant aid from the Wisconsin Department of Transportation (WisDOT) Local Roads Improvement Program (LRIP) in the amount of \$60,829.61 for partial funding for street resurfacing work at various locations throughout the City during 2022 or 2023; and

WHEREAS, in order to receive grant funding upon completion of this project, a State/Municipal Project Agreement is required; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the State/Municipal Project Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to enter into the attached 2022-2023 Local Roads Improvement Program State/Municipal Project Agreement, 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 17th day of May, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 5/9/2022

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 9, 2022

RE: **Consideration and Possible Action of the State Municipal Agreement with Wisconsin Department of Transportation for Local Road Improvement Program Grant***

City staff applied for a Local Road Improvement grant (LRIP) from the Wisconsin Department of Transportation (WisDOT) for the resurfacing of the following locations in 2022 or 2023:

- Acreview Drive from Charles Street to its northern cul-de-sac terminus.
- Barbara Lane from Nob Hill Lane to its terminus.
- Lorrie Way from Barbara Lane to its northern cul-de-sac terminus.
- Nob Hill Lane from Barbara Lane to its northern cul-de-sac terminus.
- Scout Way from Barbara Lane to its northern cul-de-sac terminus.

The City was awarded \$60,829.61 through the LRIP grant. The program objective for the LRIP grant is as follows:

The Local Roads Improvement Program (LRIP) was established in 1991 to assist local units of government in improving seriously deteriorating county highways, municipal streets in cities and villages, and town roads. The program is governed by s. 86.31, Wis. Stats., and ch. Trans 206.

LRIP is a reimbursement program, which may pay up to a maximum of 50% of total eligible project costs, with the balance of the eligible costs funded by the local unit of government. All projects are advertised, awarded, managed and the contractors are paid in full by the project recipient prior to submittal of the reimbursement request to WisDOT.

A summary of the costs from the attached State-Municipal Agreement (SMA) is as follows:

Project Cost Summary	Estimated Costs	LRIP/State Funds	Municipal Funds (includes ineligible costs)
Engineering:	\$0.00		
Right-of-Way Acquisition:	\$0.00		
Construction:	\$270,000.00		
Total Eligible Costs:	<u>\$270,000.00</u>		
Total Ineligible Costs:	\$0.00		
Total Improvement Costs:	\$270,000.00	\$60,829.61	\$209,170.39

These costs are budgeted for the upcoming project 22-07 Curb Repair and Street Resurfacing project or if funding is not available, will be moved to the 2023 program. The maximum the City is eligible to receive under this grant is \$60,829.61. The City is required to sign the attached SMA in order to receive the grant and be reimbursed when the project is completed.

Staff recommends the Board of Public Works approve the SMA and forward to the Council for approval.



2022 - 2023

1.23.c

Local Roads Improvement Program (LRIP) State Municipal Project Agreement

Date: **April 14, 2022** Program Type: **MSIGT**

LRIP Project Number: **17382** Project ID: **39508802303**

County: **Brown** Appropriation: **27800**

Recipient: **City of De Pere** Account: **8700140**

The signatory city, village, town or county, hereinafter called the MUNICIPALITY, through its duly authorized officers or officials via the signed LRIP application form and terms and conditions, and the State of Wisconsin Department of Transportation, hereinafter called the STATE, enter into this agreement to accomplish the described project.

The authority for the MUNICIPALITY and the STATE to enter into this agreement is provided by the *Wisconsin Administrative Code TRANS 206.03(12)*.

Improvement Type: **Resurfacing**

Surface Type: **65 - Hot Mix Resurfacing (overlay) on Asphalt Pavement**

On Route 1: **Barbara Ln**

Additional Locations are displayed on Page 2

At Route: **Termini**

Toward Route: **Nob Hill Ln (Termini)**

Need for Improvement: **Surface Aging**

Other Work: **Adjust manholes, Storm sewer**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
2.00 in	18 ft 0 in	0 ft 0 in	Y	0 ft 0 in	Y

Project Cost Summary	Estimated Costs	LRIP/State Funds	Municipal Funds (includes ineligible costs)
Engineering:	\$0.00		
Right-of-Way Acquisition:	\$0.00		
Construction:	\$270,000.00		
Total Eligible Costs:	\$270,000.00		
Total Ineligible Costs	\$0.00		

Total Improvement Costs:	\$270,000.00	\$60,829.61	\$209,170.39
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This request is subject to the terms and conditions agreed to at the time of application for the designated MUNICIPALITY and upon acceptance by the STATE, per signature below, shall constitute agreement between the MUNICIPALITY and the STATE.

Accepted for the State of Wisconsin, Department of Transportation:

By: Merrill Mechler-Hickson
Local Transportation Programs and Finance

April 14, 2022
Date

Local Roads Improvement Program (LRIP)

State Municipal Project Agreement

Additional Locations:

On Route 2: **Scout Way**
 At Route: **Barbara Ln (Termini)**
 Toward Route: **Scout Way (Termini)**

Need for Improvement: **Surface Aging**

Other Work: **Adjust manholes, Storm sewer**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
2.00 in	18 ft 0 in	0 ft 0 in	Y	0 ft 0 in	Y

On Route 3: **Lorrie Way**
 At Route: **Barbara Ln (Termini)**
 Toward Route: **Lorrie Way (Termini)**

Need for Improvement: **Surface Aging**

Other Work: **Adjust manholes, Storm sewer**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
2.00 in	18 ft 0 in	0 ft 0 in	Y	0 ft 0 in	Y

On Route 4: **Nob Hill Ln**
 At Route: **Barbara Ln (Termini)**
 Toward Route: **Nob Hill Ln (Termini)**

Need for Improvement: **Surface Aging**

Other Work: **Adjust manholes, Storm sewer**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
2.00 in	18 ft 0 in	0 ft 0 in	Y	0 ft 0 in	Y

On Route 5: **Acreview Dr**
 At Route: **Charles St (Termini)**
 Toward Route: **Acreview Dr (Termini)**

Need for Improvement: **Surface Aging**

Other Work: **Storm sewer, Adjust manholes**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
2.00 in	18 ft 0 in	0 ft 0 in	Y	0 ft 0 in	Y

Project Funding						
Funding Type	From Project	Program Type	Biennium	Sunset Date	Approved Amount	Date
New Biennium Project	N/A	MSIGT	2022 - 2023	June 30, 2027	\$60,829.61	April 14, 2022
				Total	\$60,829.61	

Local Roads Improvement Program (LRIP)

State Municipal Project Agreement

Terms and Conditions

1. The initiation and accomplishment of the improvement will be subject to the applicable federal, state and local laws, administrative policy and program rules, ordinances, standards, and contract bidding requirements. Please note that if any portion of an improvement is funded using federal funds (including design, real estate, or other related work activities), the entire improvement will be subject to federal requirements. All components of the improvement must be defined in the environmental document if any portion of the project is federally funded.
2. The construction of the improvement will be in accordance with the appropriate standards unless an exception to standards is granted by the state prior to construction. The entire cost of the improvement not constructed to standards will be the responsibility of the Municipality/County unless such exception is granted.
3. The Municipality/County will assume all responsibility for complying with all applicable environmental requirements for the improvement.
4. The work, which is eligible for state participation will be administered by the Municipality/County. The authority for the state to delegate this responsibility is described in ch. Trans 206.
5. All contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the provisions of s.86.31 Wis. Stats. and all other municipal/county bidding requirements.
6. State financing will be limited to up to 50 percent (%) participation in eligible items or to the limit approved for the improvement - whichever is less
7. Payments to the Municipality/County will be made after the improvement is completed, and the contractor(s) fully reimbursed.
8. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
9. The Municipality/County will keep records of the cost of the improvement together with letting documents and will have them available for inspection by representatives of the state and will furnish copies when requested.
10. The design and construction of the improvement must be certified by a registered professional engineer, if the cost of the improvement exceeds \$65,000.
11. Federal Single Audits of Local Government Units:
 - a. The Municipality/County shall have a single organization audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Federal Circular No. A-133)
 - b. This audit shall be performed in accordance with Federal Circular A-133 issued by the Federal Office of Management and Budget (OMB) and state single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c. The Municipality/County will keep records of costs of construction, inspection tests and maintenance done by it to enable the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be subject to a project review or audit as directed by the Department within ten (10) years of project closing.
12. The Municipality/County will maintain, at its own cost and expense, all portions of the project that lie within its jurisdiction and will make ample provision of such maintenance as long as the road remains open to traffic.
13. This agreement is subject to the availability of State funds appropriated for this program. The continuance of this agreement beyond the limits of funds already available to the Wisconsin Department of Transportation is contingent upon appropriation of the necessary funds by the Wisconsin Legislature and the Governor. (Reference 66 OAG 408; State ex rel. LaFollette v. Reuter, 36 Wis. 2d 96, 119 [1967])
14. In accordance with the State's sunset policy for LRIP projects, the subject improvement must be constructed and submitted for reimbursement within three biennium.

X Checking this box indicates that the Preparer is authorized to conduct official business for the Municipality/County identified below and upon acceptance by the State shall constitute agreement between the Municipality/County and the State, subject to the terms and conditions above.

Recipient:	City of De Pere	County:	Brown	
Head of Government:	JAMES BOYD	Title:	Head of Government	
Preparer:	Chase Kuffel	Title:	Public Works Director/Municipal Engineer/Public Works Staff	Date: 11/08/2021
Reviewer:	Brandy Younger	Title:	Administrative/Finance	Date: 11/18/2021



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #22-44 Authorizing Installment Payments 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 9, 2022 meeting approved the 2022 Sidewalk Repair Orders and Special Charges with a 5 year payback option for charges exceeding \$1,000 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-44 (PDF)
- 2022 0509 CI_BOPW_2022_Sidewalk_Orders (PDF)
- Attachment 1 - Order of the Board of Public Works (PDF)
- Attachment 2 - Yearly Program (PDF)
- Attachment 3 - Estimated Sidewalk & Sidewalk Replacement Costs (PDF)
- Attachment 4 - Sidewalk Repair Letter to Property Owners (PDF)
- Attachment 5 - Sidewalk Notification Letter for City Responsibility (PDF)
- Attachment 6 - Sidewalk Repair List (PDF)
- Attachment 7 - Charges Exceeding \$1,000 for 2022 (PDF)

RESOLUTION #22-44

AUTHORIZING INSTALLMENT PAYMENTS OF SIDEWALK REPAIR OR REPLACEMENT
EXPENSES IN EXCESS OF \$1,000 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 2022 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.

Resolution #22-44

Page 2 of 2

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 17th day of May,
2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 5/09/2022

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 9, 2022

RE: **Consideration and Possible Action on 2022 Sidewalk Repair Orders and Special Charges**

Each year staff 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, south of Scheuring Road. Sidewalks are inspected pursuant to the "Defective Sidewalk and Acceptable Repairs" guidelines provided on Attachment 2.

Work will be completed under project 22-05 Sidewalk and Curb Repairs.

Property owners are notified of the special charge after the Board Meeting when the Order is approved. In 2019 through 2021, an alternative was approved by the Board allowing a 5-year payback option for property owners with special charges exceeding \$1,000. This year, 12 parcels have anticipated repairs that will exceed \$1,000.

Recommendation

Staff recommends the Board approve the Order of the Board of Public Works for Sidewalk Repairs and payback period for special charges for the 2022 sidewalk repair program.

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 Owners
5. Sidewalk Notification Letter for City Responsibility
6. Sidewalk Repair List
7. Charges Exceeding \$1,000 for 2022

May 9, 2022

**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, south 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, 2022. 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 9th day of May, 2022

BOARD OF PUBLIC WORKS
CITY OF DE PERE, WISCONSIN

Eric P. Rakers, P.E.
City Engineer

SIDEWALK REPAIR AND REPLACEMENT PROGRAM

<u>YEAR</u>	<u>DESCRIPTION OF AREA</u>
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
2029	West side of Fox River, east of RR tracks, north of Scheuring

GUIDELINES

DEFECTIVE SIDEWALK AND ACCEPTABLE REPAIRS		
<u>CRITERIA</u>	<u>DEFECT</u>	<u>REPAIRS*</u>
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



2022

ESTIMATED COSTS FOR NEW & REPLACEMENT SIDEWALK

NEW 4-INCH SIDEWALK

Provide 4-inch Concrete Sidewalk	\$6.44	
Provide ¾-inch Crushed Aggregate Base Course	0.93	
Drilled Tie Bars	0.06	
Subtotal (Per Square Foot)	\$7.43	
5% Contingency	0.37	
20% Engineering & Administration	1.49	
Total (Per Square Foot)	\$9.29	(\$46.45 / LF)

NEW 6-INCH SIDEWALK

Provide 6-inch Concrete Sidewalk	\$9.78	
Provide ¾-inch Crushed Aggregate Base Course	0.93	
Drilled Tie Bars	0.06	
Subtotal (Per Square Foot)	\$10.77	
5% Contingency	0.54	
20% Engineering & Administration	2.15	
Total (Per Square Foot)	\$13.46	(\$67.30 / LF)

REPLACEMENT 4-INCH SIDEWALK

Remove and Replace 4-inch Concrete Sidewalk	\$8.39	
Provide ¾-inch Crushed Aggregate Base Course	0.12	
Drilled Tie Bars	0.71	
Subtotal (Per Square Foot)	\$9.22	
5% Contingency	0.46	
20% Engineering & Administration	1.84	
Total (Per Square Foot)	\$11.52	(\$57.60 / LF)

REPLACEMENT 6-INCH SIDEWALK

Provide 6-inch Concrete Sidewalk	\$8.67	
Provide ¾-inch Crushed Aggregate Base Course	0.12	
Drilled Tie Bars	0.71	
Subtotal (Per Square Foot)	\$9.50	
5% Contingency	0.48	
20% Engineering & Administration	1.90	
Total (Per Square Foot)	\$11.88	(\$59.40 / LF)

CITY OF DE PERE

Engineering



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

DATE

«OWNER»

«MAILING_ADDRESS_LINE_1»

«MAILING_ADDRESS_LINE_2»

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 9, 2022. 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: «PARCEL_ID»

Distress	Number of Panels	Approximate Cost
Horizontal Displacement:	«HD_Panels_5x5» Panels	\$«HD_Cost_2»
Vertical Displacement:	«VD_Panels_5x5» Panels	\$«VD_Cost_2»
Surface Imperfections:	«SI_Panels_5x5» Panels	\$«SI_Cost_2»
TOTAL:	«Total_Panels» Panels	\$«Total_Cost_2»

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, 2022. 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, 2022 to have the repairs inspected and approved. Ramping of vertical displacement is NOT acceptable. The 2022 preliminary, approximate cost for replacement of a 5-foot by 5-foot, 4-inch-thick sidewalk panel is \$288.00 (\$57.60 per linear foot). The 2022 preliminary, approximate cost for replacement of a 5-foot by 5-foot, 6-inch thick sidewalk panel across a driveway is \$297.00 (\$59.40 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 X.XX% (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 22-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 Matt LeClair with the City Engineering Department at 339-4072, extension 2236 or by email at mleclair@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 Matt LeClair with the City Engineering Department at 339-4072, extension 2236 or contact him by email at mleclair@deperewi.gov.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

A handwritten signature in black ink, appearing to read "Chase Kuffel". The signature is fluid and cursive, with the first name "Chase" written in a larger, more prominent script than the last name "Kuffel".

Chase Kuffel
Assistant City Engineer

CITY OF DE PERE PROJECT 22-05 SIDEWALK AND CURB REPAIR 2022 SIDEWALK REPAIR ORDERS			New Sidewalk	Horizontal Displacement		Vertical Displacement		Surface Imperfections		Total Panels
PARCEL ID	LOCATION	OWNER	Panels (5'x5') 4-Inch	Panels (5'x5') 4-Inch 6-Inch		Panels (5'x5') 4-Inch 6-Inch		Panels (5'x5') 4-Inch 6-Inch		
WD-253-H-25	1941 BUNKER HILL CT	DAVID E MEYER		4				1	2	7
WD-253-H-107	1715 REVERE TRL	KAITLIN L TAURIANEN				2		2	3	7
WD-253-H-68	1732 76 PL	YING VANG		1		1		1	3	6
WD-1731	2449 KILRUSH RD	KIMBERLY A DYER				6				6
WD-1140	2155 LAWRENCE DR	BENJAMIN L SEAQUIST, ETAL				5				5
WD-836-M-1	1700 LOST DAUPHIN RD	SAINT JOHN LUTHERAN CHURCH		4						4
WD-904-W-2	2312 LOST DAUPHIN RD	KEITH J FABRY		3			1			4
WD-207-B	1706 PATRIOT WAY	PONKY ENTERPRISES LLC				2		2		4
WD-253-H-79	1749 PATRIOT WAY	LUKE SMITS						4		4
WD-253-H-65	1732 PATRIOT WAY	PHILLIP PROKASH							4	4
WD-207-A	1710 PATRIOT WAY	HOWARD L PAAPE				1		3		4
WD-208-2	755 SCHEURING RD	BROWN COUNTY SCHOOL SYBLE HOPP		1		2		1		4
WD-1695	2469 LAWRENCE DR	JASON T & VICKI R HAWORTH	4							4
WD-253-H-75	1718 76 PL	NANCI A PLOG				2		1		3
WD-758-88	1165 AERO DR	TERRY J DEWEY		3						3
WD-1336	337 ARBORVITAE LN	TERRENCE R BORTZ				1			2	3
WD-758-47	2073 E VISTA CIR	JEREMY J MANZETTI						3		3
WD-904-W-25	2344 HOPF LN	STEPHEN V DONOHUE				3				3
WD-1094	343 LANTERN LN	DUFFY JOINT REVOCABLE TRUST				3				3
WD-1088	302 LANTERN LN	DEVONE L DORN		3						3
WD-1752	2401 LAWRENCE DR	MICHAEL CALAWAY		2				1		3
WD-758-13	2002 LOST DAUPHIN RD	JOHN G MUELLER		1		2				3
WD-253-H-72	1703 PATRIOT WAY	CHRISTOFF DENNIS W RENTAL PROPERTY REVOC TRUST						3		3
WD-1451	1547 RED MAPLE ST	VOGEL JOINT REVOCABLE TRUST		3						3
WD-253-H-101	1815 REVERE TRL	DAVID J BERNARDE						3		3
WD-1480	2345 SAMANTHA ST	NATHAN L MAYER		1		2				3
WD-1276	2247 SAMANTHA ST	JOEL J DEMOULIN, ETAL		1					2	3
WD-1922	785-2 SCHEURING RD	AJW PROPERTIES LLC			2	1				3
WD-1416	345 SOUTHERN STAR LN	WAYNE C GUTKOWSKI		2				1		3
WD-253-H-37	1946 TERRY LN	KEVIN A PADGETT			1			1	1	3
WD-758-38	2072 W VISTA CIR	WILLIAM GONZO				1		2		3
WD-1119	1529 WILD ROSE DR	AHMED T CHAHDI				3				3
WD-1350	402 ARBORVITAE LN	TRENTON D HUFF, ETAL				2				2
WD-1333	301 ARBORVITAE LN	CODY J JOHNSON						2		2
WD-1349	410 ARBORVITAE LN	AMRUTH R PALLA							2	2
WD-1337	345 ARBORVITAE LN	JOHN J DRIESSEN		1		1				2
WD-253-H-104	316 BALLARD ST	JONET GARY L & DEANNA M REVOCABLE TRUST				2				2
WD-1711	2452 BALLYVAUGHAN RD	TODD A NOGGLE				2				2
WD-1715	2476 BALLYVAUGHAN RD	JONATHON BRUX		1		1				2
WD-1717	2483 BALLYVAUGHAN RD	CARLA M PEEBLES				2				2
WD-253-H-10	1802 BUNKER HILL CT	ROBERT P SHAFT					1	1		2
WD-1890	1793 BURGOYNE CT	MARY C VOGEL				1		1		2
WD-253-H-19	1129 COLLEEN LN	BENJAMIN L BACKUS							2	2
WD-1730	1774 COUNTY CLARE RD	ROBERT C LINCOLN JR & JEAN M LINCOLN REVOCABLE TRUST OF 2020		1		1				2
WD-1555	360 CROSS GATE LN	JOHNNY C TRUONG, ETAL				1	1			2
WD-1556	356 CROSS GATE LN	PHILIP R BROCHOCKI					1	1		2
WD-1180	2352 DAYTONA SPEEDWAY	JESSE JOSE				2				2
WD-1178	2360 DAYTONA SPEEDWAY	MARK A OLEJNICZAK, ETAL		1	1					2
WD-1170	2398 DAYTONA SPEEDWAY	JOHN W ESSER				2				2
WD-1263	2349 TALLADEGA SPEEDWAY	NAZCR TRACK PROPERTY OWNERS ASSOCIATION INC		2						2
WD-758-14	2023 E VISTA CIR	GARY J HUCEK				2				2
WD-758-60	2066 E VISTA CIR	DAVID A SCHULDT				2				2
WD-758-S-9	230 JAN LN	ZACHARY GOHR, ETAL				2				2
WD-1739	2424 KILRUSH RD	JOSHUA M VANDEHEY		2						2
WD-1741	2436 KILRUSH RD	BRANDON J KUCKSDORF		1		1				2
WD-1709	2461 KILRUSH RD	BENJAMIN A RISCH				2				2
WD-1699	2454 KILRUSH RD	JONATHON L WIESER		1				1		2
WD-1084	334 LANTERN LN	SCOTT W VERBONCOUER, ETAL							2	2
WD-1320	387 LANTERN LN	RONALD G TENNESSEN							2	2
WD-D0034	2000 LAWRENCE DR BLK	PRESERVE DEVELOPMENT LLC		1			1			2
WD-1748	2425 LAWRENCE DR	BENJAMIN A STLAURENT						2		2
WD-1688	2317 LAWRENCE DR	RYAN G SCHEELK				1	1			2
WD-904-W-4	2328 LOST DAUPHIN RD	MARK R EKLUND				2				2
WD-758-S-17	1819 LOST DAUPHIN RD	DEAN P DERUYTER		1		1				2
WD-836-M-11	1762 LOST DAUPHIN RD	ROBERT J KOLTZ		1				1		2
WD-214-3	2001 LOST DAUPHIN RD	THOMAS M & LOIS M SCHUMACHER REVOCABLE TRUST		1	1					2
WD-210-2	1870 LOST DAUPHIN RD	JOSHUA J LAKE						2		2
WD-836-W-8	2097 LOST DAUPHIN	JOCKO R ZIFFERBLATT		1				1		2
WD-758-3	2082 LOST DAUPHIN RD	KARI J JENSEN						2		2
WD-1467	1781 MARISSA CT	TUMAMA A NIKO		1				1		2
WD-1308	1760 MENEAU DR	KEITH GAUTHIER						2		2
WD-1030-14	1529 HONEYSUCKLE CI	LINDA L KEEGAN				2				2

CITY OF DE PERE PROJECT 22-05 SIDEWALK AND CURB REPAIR 2022 SIDEWALK REPAIR ORDERS			New Sidewalk	Horizontal Displacement		Vertical Displacement		Surface Imperfections		Total Panels
PARCEL ID	LOCATION	OWNER	Panels (5'x5') 4-Inch	Panels (5'x5') 4-inch 6-Inch		Panels (5'x5') 4-inch 6-Inch		Panels (5'x5') 4-inch 6-Inch		Panels
WD-1030-4	1518 N HONEYSUCKLE CIR	JOHN F HOLEWINSKI		1		1				
WD-1030-1	1544 N HONEYSUCKLE CIR	WILLIAM F DONART				2				2
WD-1830	1109 PATRICK HENRY AVE	BARBARA J HANNON		1				1		2
WD-746-P-8	1137 PATRICK HENRY AVE	MARY THERESE QUINN				2				2
WD-253-H-62	1750 PATRIOT WAY	THOMAS R SAWYER				1		1		2
WD-253-H-71	1711 PATRIOT WAY	CLARITY CARE INC					1		1	2
WD-207-3	1702 PATRIOT WAY	GEGERE FRED P & SHARON J JOINT REVOCABLE TRUST				2				2
WD-1627	1801 PAYTON CT	KURT A DITZMAN						2		2
WD-1454	1573 RED MAPLE RD	CHRISTIAN A JENSEN		2						2
WD-1359	2385 RED TAIL GLEN	RILEY L WOLDT				2				2
WD-1060	2216 RED TAIL GLEN	PETER D FROELICH				1		1		2
WD-253-H-90	1734 REVERE TRL	SCOTT M VANDERTIE				1		1		2
WD-253-H-103	1801 REVERE TRL	RICHARD E BASCHE		1					1	2
WD-1682	2326 SAMANTHA ST	JEFFREY J WISNESKI		1		1				2
WD-1410	312 SOUTHERN STAR LN	JOSHUA D PENKWITZ, ETAL		2						2
WD-1281	1796 STOCK LN	RONALD A COWELL III		2						2
WD-1277	1789 STOCK LN	TYLER J MILBRATH				2				2
WD-1206	2365 TALLADEGA DR	KYLE F HAINES		1		1				2
WD-253-H-7	1931 TERRY LN	PATTON J WILLE					1		1	2
WD-253-H-32	1976 TERRY LN	SARAH SCOTT						2		2
WD-D0079-2	1110 TERRY LN	TVO RIVERVIEW LLC				2				2
WD-758-35	2060 W VISTA CIR	MARY E DURHAM		2						2
WD-758-30	2020 W VISTA CR	MATTHEW D ODEKIRK						2		2
WD-758-71	2055 W VISTA CIR	VICTORIA D SMITH, ETAL						2		2
WD-758-72	2051 W VISTA CIR	STEPHEN MONDLOCH						1	1	2
WD-758-70	2059 W VISTA CIR	CALEB CHMIELEWSKI				1		1		2
WD-758-32	2042 W VISTA CIR	NICKI S & DANIEL R MARTIN				2				2
WD-253-H-76	1724 76 PL	COREY G KROLL		1						1
WD-253-H-80	1737 76 PL	RENIER RONALD J LIVING TRUST				1				1
WD-253-H-83	1719 76 PL	RICK L REIN JR				1				1
WD-1326	360 ARBORVITAE LN	BARBARA A DOULET				1				1
WD-1908	1757 BALLINAMORE PL	CONSTANCE M WAGNERYOUNGER				1				1
WD-1899	1734 BALLINAMORE PL	KEVIN P MCHUGH		1						1
WD-1150	1751 BRIDGE PORT LN	NATHAN M PHELPS				1				1
WD-253-H-28	1959 BUNKER HILL CT	ADAM BROOKS						1		1
WD-253-H-16	1924 BUNKER HILL CT	JOSEPH N PACE JR							1	1
WD-253-H-52	1807 BUNKER HILL CT	MICHAEL P DVORAK					1			1
WD-253-H-24	1935 BUNKER HILL CT	MICHAEL S BURKEL					1			1
WD-253-H-49	1751 BUNKER HILL CT	ERIC R MULLIKIN				1				1
WD-253-H-21	1917 BUNKER HILL CT	JEFFREY T SMITH				1				1
WD-253-H-18	1936 BUNKER HILL CT	BRUCE W SCHULTZ				1				1
WD-253-H-22	1923 BUNKER HILL CT	JOSHUA M THOMAS						1		1
WD-253-H-12	1900 BUNKER HILL CT	DANIEL A FREEMAN						1		1
WD-253-H-50	1757 BUNKER HILL CT	DAVID S SAYNER		1						1
WD-253-H-20	1911 BUNKER HILL CT	ERIC J POPP				1				1
WD-1501	1790 BURGOYNE CT	SHANNON L WEYENBERG, ETAL				1				1
WD-1499	1797 BURGOYNE CT	LOUIS N SANTIAGO				1				1
WD-253-H-54	1124 COLLEEN LN	LARRY G GRUNDELL				1				1
WD-L438-11	1934 CREAMERY RD	THOMAS J SCHMITT				1				1
WD-1564	323 CROSS GATE LN	CHRIS L FRANKLIN				1				1
WD-1563	311 CROSS GATE LN	RYAN D HINZ				1				1
WD-1571	397 CROSS GATE LN	STEPHEN J & ERIC J RASMUSSEN, ETAL				1				1
WD-1553	384 CROSS GATE LN	SCOTT R VISSERS				1				1
WD-1177	2364 DAYTONA SPEEDWAY	MELANIE D HARMER				1				1
WD-1187	2340 DAYTONA SPEEDWAY	MICHAEL NEWMAN						1		1
WD-1186	2344 DAYTONA SPEEDWAY	NICHOLAS D HITT		1						1
WD-758-64	2082 E VISTA CIR	AMY E LASALA							1	1
WD-758-52	2043 E VISTA CIR	MICHELLE K NYSON						1		1
WD-758-43	2089 E VISTA CIR	LEX ROBERT M & DANA M LIVING TRUST OF 2003				1				1
WD-758-57	2054 E VISTA CIR	MARK J LAUER				1				1
WD-2065	2217 FOX POINT CT	BEST BUILT INC		1						1
WD-1871	1738 GALWAY LN	JAMES M VENESS				1				1
WD-1885	1753 GALWAY LN	DANE THORSEN				1				1
WD-1733	1762 GALWAY LN	BRODY A ZIMMER				1				1
WD-1884	1745 GALWAY LN	NICHOLAS M MOCCO				1				1
WD-1881	1721 GALWAY LN	CARL J GODFRYT				1				1
WD-904-W-28	2368 HOPF LN	MARK A MCGRATH					1			1
WD-1025-8	2254 HOPF LN	RICKY M ZELLNER, ETAL					1			1
WD-758-S-21	225 JAN LN	AMY BLEVINS			1					1
WD-1737	2412 KILRUSH RD	NICHOLAS MEISNER				1				1
WD-1710	2455 KILRUSH RD	CRAIG J ZELLNER				1				1
WD-1093	335 LANTERN LN	RYAN M DEWITT				1				1

CITY OF DE PERE PROJECT 22-05 SIDEWALK AND CURB REPAIR 2022 SIDEWALK REPAIR ORDERS			New Sidewalk	Horizontal Displacement		Vertical Displacement		Surface Imperfections		Total Panels
PARCEL ID	LOCATION	OWNER	Panels (5'x5') 4-Inch	Panels (5'x5') 4-Inch 6-Inch		Panels (5'x5') 4-Inch 6-Inch		Panels (5'x5') 4-Inch 6-Inch		
WD-1089	303 LANTERN LN	DEAN B RABAS		1						1
WD-1352	409 LANTERN LN	BRYAN J HOLTGER		1						1
WD-1317	388 LANTERN LN	TRACY J ROFFERS				1				1
WD-1363	400 LANTERN LN	ROBERT D RAY		1						1
WD-1131	2254 LAWRENCE DR	JENNIFER JACOBSEN				1				1
WD-364-D-504-2	1420 FORTUNE AVE	HARPER CORPORATION OF AMERICA				1				1
WD-L488-1	2357 LAWRENCE DR	ROBBIE L REINKE			1					1
WD-1143	2179 LAWRENCE DR	PAUL D LEMBERGER						1		1
WD-1169	2388 LAWRENCE DR	NATHAN LABOTT		1						1
WD-364-D-502-1	1800 LAWRENCE DR	WEST DE PERE CLINIC LLC		1						1
WD-1266	2191 LAWRENCE DR	NANCY J MOMMAERTS						1		1
WD-1746	2437 LAWRENCE DR	KEVIN T SCHAUER		1						1
WD-1689	2323 LAWRENCE DR	ISAAC R WALLACE				1				1
WD-1280	2291 LAWRENCE DR	CHRISTOPHER D BERENDT				1				1
WD-D0045-1	2101 LAWRENCE DR	SARAH E DIEDERICH		1						1
WD-1142	2171 LAWRENCE DR	MARY K TURBA				1				1
WD-L490-1	2275 LAWRENCE DR	THOMAS W HYDE				1				1
WD-1751	2407 LAWRENCE DR	STEPHANIE A STAY			1					1
WD-1813	2451 LAWRENCE DR	JEFFREY L SMITH				1				1
WD-1047	2071 LAWRENCE DR	V H C INC						1		1
WD-L281-1	1880 SOUTHBRIDGE RD	CROSSPOINT CHURCH INC				1				1
WD-1687	2311 LAWRENCE DR	RALPH G DESTICHE					1			1
WD-1132	2246 LAWRENCE DR	ALEX SHEISPAN					1			1
WD-1585	2261 LAWRENCE DR	DANIEL D VANROSSUM				1				1
WD-1267	1792 LEMON LN	JAMES DUROCHER				1				1
WD-1270	1768 LEMON LN	KYLE GREENE				1				1
WD-D0096	2242 LOST DAUPHIN RD	JJM FAMILY TRUST 1				1				1
WD-758-5	2074 LOST DAUPHIN RD	DANIEL J EHNERD				1				1
WD-210-8	1902 LOST DAUPHIN RD	SARA A GAUGER				1				1
WD-836-M-14	1780 LOST DAUPHIN RD	GEORGE C SCHWECHLER						1		1
WD-758-S-8	1746 RAINBOW AVE	ALBERT J AITKEN		1						1
WD-215-1-2	2022 LOST DAUPHIN RD	WILLIAM J STRAVELER		1						1
WD-758-4	2078 LOST DAUPHIN RD	JAY VANDEHEI		1						1
WD-836-W-5	2085 LOST DAUPHIN RD	DANIEL L DENELL				1				1
WD-215-2-2-A	2057 LOST DAUPHIN RD	LYNN K LULLOFF						1		1
WD-215-4-1	2035 LOST DAUPHIN RD	LINDNER FRED H JR & SUSAN REVOCABLE TRUST				1				1
WD-836-M-15	1786 LOST DAUPHIN RD	DAVID W KULHANEK		1						1
WD-758-S-16	1829 LOST DAUPHIN RD	MARK DELVEAUX						1		1
WD-758	2096 LOST DAUPHIN RD	JEFFREY L WATHALL		1						1
WD-758-7	2068 LOST DAUPHIN RD	RICHARD M VANDERLEEST						1		1
WD-215-5	2040 LOST DAUPHIN RD	PAUL D BERKEN		1						1
WD-215-3-1	2025 LOST DAUPHIN RD	FREDERICK C WIETING			1					1
WD-836-W-3	2079 LOST DAUPHIN RD	JOHN C MEYER SURVIVORS TRUST						1		1
WD-836-M-12	1768 LOST DAUPHIN RD	DONALD W KASTER		1						1
WD-1030-5	1514 N HONEYSUCKLE CIR	PIONTEK GUY P & JANE MARY L REVOCABLE TRUST		1						1
WD-1295	2231 NICK LN	MARK P SCHRIMPF		1						1
WD-1071	2378 OLD IVY CT	SCHADRIE FAMILY TRUST		1						1
WD-1069	2377 OLD IVY CT	JOHN P RICHARDS		1						1
WD-1070	2370 OLD IVY CT	CARLIE SHEEDY				1				1
WD-253-H-110	1102 PATRICK HENRY AVE	SIDHARTH GHAI				1				1
WD-253-H-58	1774 PATRIOT WAY	LUCAS RASCHKE				1				1
WD-253-H-69	1723 PATRIOT WAY	JAMES V REINHART						1		1
WD-253-H-57	1780 PATRIOT WAY	ROGER D JACQUES							1	1
WD-253-H-116	1697 PATRIOT WAY	BROWN COUNTY SCHOOL SYBLE HOPP						1		1
WD-253-H-66	1724 PATRIOT WY	MAX T HERMES				1				1
WD-253-H-77	1761 PATRIOT WAY	TODD G SCHINKE							1	1
WD-758-S-5-1	1736 RAINBOW AVE	KRISTINA M LEMPEREUR						1		1
WD-1162	1506 RED MAPLE RD	BRADLEY J REIFSCHNEIDER				1				1
WD-1364	0 RED TAIL GLEN	MICHELLE A & DALE F ROTTIER				1				1
WD-1058	2232 RED TAIL GLEN	JOSEPH K STOPPLE			1					1
WD-1588	2242 RED TAIL GLEN	MARK EWALD				1				1
WD-1356	2400 RED TAIL GLEN	GREGORY J WOLF				1				1
WD-1057	2241 RED TAIL GLEN	TODD VANDENLANGENBERG				1				1
WD-1056	2233 RED TAIL GLEN	CHRISTOPHER J HEIMERL						1		1
WD-253-H-91	1800 REVERE TR	MATTHEW ALLEN RUKAMP						1		1
WD-253-H-105	1727 REVERE TRL	HEIM REVOCABLE LIVING TRUST		1						1
WD-253-H-89	1728 REVERE TRL	GUILLERMO MELENDEZ						1		1
WD-253-H-92	1804 REVERE TRL	KEITH W CARLSON				1				1
WD-253-H-56	1844 REVERE TRL	SUSAN J BAUMGART				1				1
WD-1286	2268 SAMANTHA ST	JOSHUA M BOS				1				1
WD-1310	2202 SAMANTHA ST	ERIK R FEMAL						1		1
WD-1686	2310 SAMANTHA ST	SPENCER A RAMSDEN				1				1

CITY OF DE PERE PROJECT 22-05 SIDEWALK AND CURB REPAIR 2022 SIDEWALK REPAIR ORDERS			New Sidewalk	Horizontal Displacement		Vertical Displacement		Surface Imperfections		Total Panels
PARCEL ID	LOCATION	OWNER	Panels (5'x5') 4-Inch	Panels (5'x5') 4-Inch 6-Inch		Panels (5'x5') 4-Inch 6-Inch		Panels (5'x5') 4-Inch 6-Inch		
WD-1289	2246 SAMANTHA ST	RONALD MORTTI				1				1
WD-1479	2337 SAMANTHA ST	CARY L MICHEAU				1				1
WD-1680	2334 SAMANTHA ST	SHANE A MACCO LIVING TRUST				1				1
WD-1163	1521 SILVER MAPLE DR	TRACY ROSIEK, ETAL				1				1
WD-1428	1536 SILVER MAPLE DR	TURRIFF ADAM P & ALLISA M REVOCABLE TRUST				1				1
WD-1130	1906 SNOWY OWL CT	JOHN J NASGOVITZ				1				1
WD-1411	300 SOUTHERN STAR LN	ANDREW J GAY, ETAL				1				1
WD-1423	411 SOUTHERN STAR LN	PATRICIA L ROLF				1				1
WD-758-24	1118 STEVENS ST	LA VERN P BAUMGART						1		1
WD-758-29	1158 STEVENS ST	THOMAS E COLLINS				1				1
WD-758-21	1133 STEVENS ST	GENE M TISER							1	1
WD-1030-9	1500 S HONEYSUCKLE CIR	RICARDO J CARDENAS				1				1
WD-1204	2357 TALLADEGA SPEEDWAY	GARY BUBNES				1				1
WD-1211	2385 TALLADEGA SPEEDWAY	ASHLEY N ZELLNER				1				1
WD-253-H-33	1970 TERRY LN	ERIC D DITTER		1						1
WD-758-93	2078 TERRY LN	2078 & 2080 TERRY LANE LLC				1				1
WD-1762	1906 TERRY LN	LUIS ANTONIO ESCAMILLA BAUTISTA				1				1
WD-253-H-8	1925 TERRY LN	MATTHEW J MICHELETTI				1				1
WD-D0079-22	1116 TERRY LN	MAZEN A OBAIDEEN						1		1
WD-D0079-7	1107 TERRY LN	STEVEN A WOLTER						1		1
WD-253-H-38	1938 TERRY LN	BRIAN D BARLAMENT				1				1
WD-1398	1120 TERRY LN	CRAIG R MARKS							1	1
WD-253-H-40	1926 TERRY LN	RICHARD HALL			1					1
WD-1903	2425 TULLIG PL	SAMUEL J WEYENBERG				1				1
WD-1902	2419 TULLIG PL	SCOTT A BORLEY				1				1
WD-758-37	2068 W VISTA CIR	BRIDGIT A COURTURE				1				1
WD-758-65	2083 W VISTA CIR	RANDY J KLIMENT				1				1
WD-758-36	2064 W VISTA CIR	BENJAMIN J CAHALL				1				1
WD-758-74	2031 W VISTA CIR	STEVEN M HENDRICKS				1				1
WD-904-W-33	337 WATERVIEW RD	GINA E EVANS				1				1
WD-1360	406 WATERVIEW RD	SCOTT P DELARUELLE				1				1
WD-904-W-32	349 WATERVIEW RD	AARON J KAZIK				1				1
WD-1078	385 WATERVIEW RD	JAMES G SCHAEUBLE				1				1
WD-904-W-34	325 WATERVIEW RD	BRYAN C ROTTIER			1					1
WD-1115	1554 WILD ROSE DR	ROHDE KEVIN J REVOCABLE TRUST OF 2017				1				1
WD-1124	1561 WILD ROSE DR	TIMOTHY J STEVENS				1				1
WD-1118	1530 WILD ROSE DR	DAVID J BJORK				1				1
WD-1697	2457 LAWRENCE DR	MELISSA A & JACOB S MATELSKI	1							1

CITY OF DE PERE PROJECT 22-05 SIDEWALK AND CURB REPAIR 2022 SIDEWALK REPAIR ORDERS - SPECIAL CHARGES EXCEEDING \$1,000 (12 TOTAL)			Total Panels	Total Cost
PARCEL ID	LOCATION	OWNER		
WD-253-H-107	1715 REVERE TRL	KAITLIN L TAURIAINEN	7	\$ 2,043.00
WD-253-H-25	1941 BUNKER HILL CT	DAVID E MEYER	7	\$ 2,034.00
WD-253-H-68	1732 76 PL	YING VANG	6	\$ 1,755.00
WD-1731	2449 KILRUSH RD	KIMBERLY A DYER	6	\$ 1,728.00
WD-1140	2155 LAWRENCE DR	BENJAMIN L SEAQUIST, ETAL	5	\$ 1,440.00
WD-253-H-65	1732 PATRIOT WAY	PHILLIP PROKASH	4	\$ 1,188.00
WD-904-W-2	2312 LOST DAUPHIN RD	KEITH J FABRY	4	\$ 1,161.00
WD-836-M-1	1700 LOST DAUPHIN RD	SAINT JOHN LUTHERAN CHURCH	4	\$ 1,152.00
WD-207-B	1706 PATRIOT WAY	PONKY ENTERPRISES LLC	4	\$ 1,152.00
WD-253-H-79	1749 PATRIOT WAY	LUKE SMITS	4	\$ 1,152.00
WD-207-A	1710 PATRIOT WAY	HOWARD L PAAPE	4	\$ 1,152.00
WD-208-2	755 SCHEURING RD	BROWN COUNTY SCHOOL SYBLE HOPP	4	\$ 1,152.00



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

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

The Board of Public Works at the May 9, 2022 meeting approved both the 2022 and 2023 Gap Sidewalk Orders and Special Charges with a 5 year payback option for charges exceeding \$1,000 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso22-45 (PDF)
- 2022 0509 CI_BOPW_2022_Gap_Sidewalk (DOCX)
- 2022 Estimated Sidewalk and Sidewalk Replacement Costs (PDF)
- Exhibit 1 - River Park Seventh (PDF)
- Exhibit 2 - Trailside Estates (PDF)
- Exhibit 3 - Pine Trail Crossing (PDF)
- Exhibit 4 - Garrity's Glen (PDF)
- 2022 0509 CI_BOPW_2022_Gap_Sidewalk (PDF)
- Exhibit 1 - Roth Road Sidewalk Gaps (PDF)
- Exhibit 2 - Pine Trail Crossing Subdivion Sidewalk Gaps (PDF)
- Exhibit 3 - Honeysuckle Acres 4th Subdivision Sidewalk Gaps (PDF)

RESOLUTION #22-45

ORDERING INSTALLATION OF SIDEWALKS
AT VARIOUS LOCATIONS FOR 2022 AND 2023

WHEREAS, the Board of Public Works reviews the installation of sidewalks adjacent to undeveloped and other lots on a yearly basis; and

WHEREAS, on May 9, 2022, the Board of Public Works reviewed the need for sidewalk installation in City right-of-way adjacent to certain lots within the City; and

WHEREAS, the Board of Public Works recommends ordering in such sidewalk along the terms and conditions as set forth below:

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere hereby orders the owners of the below described properties to comply with and install sidewalks in the public right-of-way adjacent to the below listed premises in accordance with the Standards and Specifications for the Construction of Sidewalks adopted by the City Council, a copy of which shall be served upon each property owner listed herein; and FURTHER that such sidewalks be installed on or before the dates identified below:

Owner/Owner Address	Parcel #	Sidewalk Address	Constructed On or Before
Tim Halbrook Builders, Inc. 3681 Monroe Road De Pere, WI 54115	ED-2510	2193 Yahara Circle	June 30, 2022
Hofkens Inc. 3201 Progress Way Kaukauna, WI 54130	ED-2830	837 Killarny Trail	June 30, 2022
Hofkens Inc. 3201 Progress Way Kaukauna, WI 54130	ED-2831	839 Killarny Trail	June 30, 2022
Hofkens Inc. 3201 Progress Way Kaukauna, WI 54130	ED-2832	845 Killarny Trail	June 30, 2022
Hofkens Inc. 3201 Progress Way Kaukauna, WI 54130	ED-2833	847 Killarny Trail	June 30, 2022

Keith L. Shier 3939 School Road Denmark, WI 54208	ED-3014	3018 Scarlet Oak Road	June 30, 2022
Lee A. & Kristina M. Ambrosius 2478 Kilrush Road De Pere, WI 54115-7716	WD-1694	2475 Lawrence Drive	June 30, 2022
David D. & Carole J. Raasch 2466 Kilrush Road De Pere, WI 54115-7716	WD-1696	2463 Lawrence Drive	June 30, 2022
Jonathan M R Calvo Margaret M J Calvo 1242 Mountain Bay Drive Apartment 13 Pulaski, WI 54162	WD-1736	2406 Kilrush Road	June 30, 2022
Anh & Casey Drengler 348 Desplaine Road De Pere, WI 54115-3749	ED-2763	814 Roth Road	June 30, 2023
Ronald & Kathleen Vanprice 2248 Nick Lane De Pere, WI 54115	ED-3041	635 Diversity Drive	June 30, 2023
Jon & Alicia Kozlovsky 2568 East Scarlet Oak Circle De Pere, WI 54115	ED-3053	2562 E. Scarlet Oak Circle	June 30, 2023
Best Built, Inc. 3100 Holmgren Way Green Bay, WI 54304-5720	WD-2040	2164 Fox Point Circle	June 30, 2023
Best Built, Inc. 3100 Holmgren Way Green Bay, WI 54304-5720	WD-2047	2134 Fox Point Circle	June 30, 2023

BE IT FURTHER RESOLVED THAT:

The Common Council authorizes the payment of expenses incurred by the City for sidewalk installation 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% (the interest rate at which the city last bonded, plus 1%).

BE IT FURTHER RESOLVED THAT:

Should the owner of such properties subject to this order fail or neglect to install such sidewalk in accordance with the Standards referenced above, the City shall cause such work to be done at the expense of the owner. If the City does such work and the owner fails to pay the City for the work so performed within thirty

Resolution #22-45

Page 3 of 3

(30) days of invoice thereof, the City shall place the costs of such installation as a special charge against the tax roll for such property under Wis. Stats. §66.0627.

A copy of this order shall be served upon each property owner identified herein as provided in Wis. Stats. §66.0907(3).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of May, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 05/09/2022

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 9, 2022

RE: Consideration and Possible Action on 2022 Gap Sidewalk Orders and Special Charges*

At the June 7, 2021, staff presented locations for gap sidewalk installations by June 30, 2022. The purpose of that item was to approve the locations and put property owners on notice of the requirement to install sidewalk. The action did not include the official orders and special charge if not constructed by that date. The purpose of this item is to issue the order and special charge if not constructed by June 30, 2022.

Background

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

“Concrete sidewalks shall be constructed in the right-of-way as set forth herein where the following conditions exist:

- 1. Along the streets adjacent to a lot on which a building is constructed;*
- 2. At least 80% of the lots are developed or 80% of the frontage is on lots that are developed, per side of the street; or*
- 3. On all streets in subdivisions after it has been ten (10) or more years since the acceptance of the first building permit for the subdivision phase.”*

Discussion

Based on this guidance, the following parcels were identified and presented to the Board on June 7, 2021 to have sidewalks requiring installation:

Parcel ID	Location	Guidance	Exhibit
ED-2510	2193 Yahara Circle	10 Years	1
ED-2830	837 Killarny Trail ^[1]	10 Years	2
ED-2831	839 Killarny Trail ^[1]	10 Years	2
ED-2832	845 Killarny Trail ^[1]	10 Years	2
ED-2833	847 Killarny Trail ^[1]	10 Years	2
ED-3014	3018 Scarlet Oak Road	80% of Lots Developed	3
WD-1694	2475 Lawrence Drive	10 Years	4
WD-1696	2463 Lawrence Drive	10 Years	4
WD-1736	2406 Kilrush Road	10 Years	4

^[1] Denotes a duplex condominium parcel.

Two properties have been granted extensions until 2023 by the Board (see table below). Neither of these properties have applied for building permits since requesting their extension. Two additional properties have since applied for building permits and will construct sidewalks as a condition of occupancy (see table below).

The following locations have been eliminated from the original list of parcels presented to the Board in 2021:

Parcel ID	Location	Reason for Elimination
ED-3041	635 Diversity Drive	Granted Extension to 2023
ED-3047	2683 W Scarlet Oak Circle	Building Permits
ED-3053	2562 E Scarlet Oak Circle	Granted Extension to 2023
ED-3070	636 Diversity Drive	Building Permits
ED-3012	3030 Scarlet Oak Road	Explanation Below

Property 3030 Scarlet Oak Road has been removed from the order due to the temporary cul-de-sac on Scarlet Oak Road. Sidewalk Installation through this lot will be required at a later date when the road extends south to a new development.

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

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

- May 24, 2021: Letter notifying above listed owners of the recommended sidewalk installations and upcoming Board of Public Works and Common Council Meetings.
- June 4, 2021: Letter invitation to the Board of Public Works Meeting regarding the sidewalk installation recommendation.
- April 1, 2022: Letter reminding property owners of the recommended sidewalk installation.
- May 6, 2022: Agenda for the Board of Public Works Meeting regarding the sidewalk installation order.

Due to the large sidewalk installation requirements, there are significant charges anticipated due to this sidewalk order. As presented to the Board in February, the estimated sidewalk cost for new 4-inch sidewalk is \$46.45 per linear foot. The table below provides the estimated charge for each parcel that would be required to install sidewalks:

Parcel ID	Location	Frontage (FT)	Estimated Charge
ED-2510	2193 Yahara Circle	230.04 ^[2]	\$10,685.36
ED-2830	837 Killarny Trail	42.50	\$1,974.13
ED-2831	839 Killarny Trail	42.50	\$1,974.13
ED-2832	845 Killarny Trail	42.50	\$1,974.13
ED-2833	847 Killarny Trail	42.50	\$1,974.13
ED-3014	3018 Scarlet Oak Road	80.00	\$3,716.00
WD-1694	2475 Lawrence Drive	80.11	\$3,721.11
WD-1696	2463 Lawrence Drive	80.11	\$3,721.11
WD-1736	2406 Kilrush Road	69.95 ^[2]	\$3,249.18

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

The larger charge listed above is a corner property that has frontage along two sides of the property.

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

Recommendation

Staff recommends that the Board of Public Works order sidewalk installation at the following properties:

Parcel ID	Location
ED-2510	2193 Yahara Circle
ED-2830	837 Killarny Trail
ED-2831	839 Killarny Trail
ED-2832	845 Killarny Trail
ED-2833	847 Killarny Trail
ED-3014	3018 Scarlet Oak Road
WD-1694	2475 Lawrence Drive
WD-1696	2463 Lawrence Drive
WD-1736	2406 Kilrush Road

For sidewalk not constructed by June 30, 2022, the City will construct and charge property owners. Staff recommends a 5-year payback period for each property receiving a special charge for sidewalk installation.

Attachments

1. 2022 Estimated Sidewalk and Sidewalk Replacement Costs
2. Exhibit 1 – River Park 7th Addition Subdivision Sidewalk Gaps
3. Exhibit 2 – Trailside Estates Subdivision Sidewalk Gaps
4. Exhibit 3 – Pine Trail Crossing Subdivision Sidewalk Gaps
5. Exhibit 4 – Garrity's Glen Subdivision Sidewalk Gaps

CITY OF DE PERE

Public Works - Engineering Department

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



2022

ESTIMATED COSTS FOR NEW & REPLACEMENT SIDEWALK

NEW 4-INCH SIDEWALK

Provide 4-inch Concrete Sidewalk	\$6.44	
Provide ¾-inch Crushed Aggregate Base Course	0.93	
Drilled Tie Bars	0.06	
Subtotal (Per Square Foot)	\$7.43	
5% Contingency	0.37	
20% Engineering & Administration	1.49	
Total (Per Square Foot)	\$9.29	(\$46.45 / LF)

NEW 6-INCH SIDEWALK

Provide 6-inch Concrete Sidewalk	\$9.78	
Provide ¾-inch Crushed Aggregate Base Course	0.93	
Drilled Tie Bars	0.06	
Subtotal (Per Square Foot)	\$10.77	
5% Contingency	0.54	
20% Engineering & Administration	2.15	
Total (Per Square Foot)	\$13.46	(\$67.30 / LF)

REPLACEMENT 4-INCH SIDEWALK

Remove and Replace 4-inch Concrete Sidewalk	\$8.39	
Provide ¾-inch Crushed Aggregate Base Course	0.12	
Drilled Tie Bars	0.71	
Subtotal (Per Square Foot)	\$9.22	
5% Contingency	0.46	
20% Engineering & Administration	1.84	
Total (Per Square Foot)	\$11.52	(\$57.60 / LF)

REPLACEMENT 6-INCH SIDEWALK

Provide 6-inch Concrete Sidewalk	\$8.67	
Provide ¾-inch Crushed Aggregate Base Course	0.12	
Drilled Tie Bars	0.71	
Subtotal (Per Square Foot)	\$9.50	
5% Contingency	0.48	
20% Engineering & Administration	1.90	
Total (Per Square Foot)	\$11.88	(\$59.40 / LF)

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Public Works - Engineering Department

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EXHIBIT 1

River Park Seventh Addition Subdivision 2193 Yahara Circle

River Park Seventh Addition
final plat was approved and
signed in July of 2002

Homes are present on 2005
aerial photography.

Plat restricts sidewalk
installation on west side of
Yahara Circle

2193 Yahara Circle

Plat restricts sidewalk
installation on south side of
Tenmile Drive

CITY OF DE PERE

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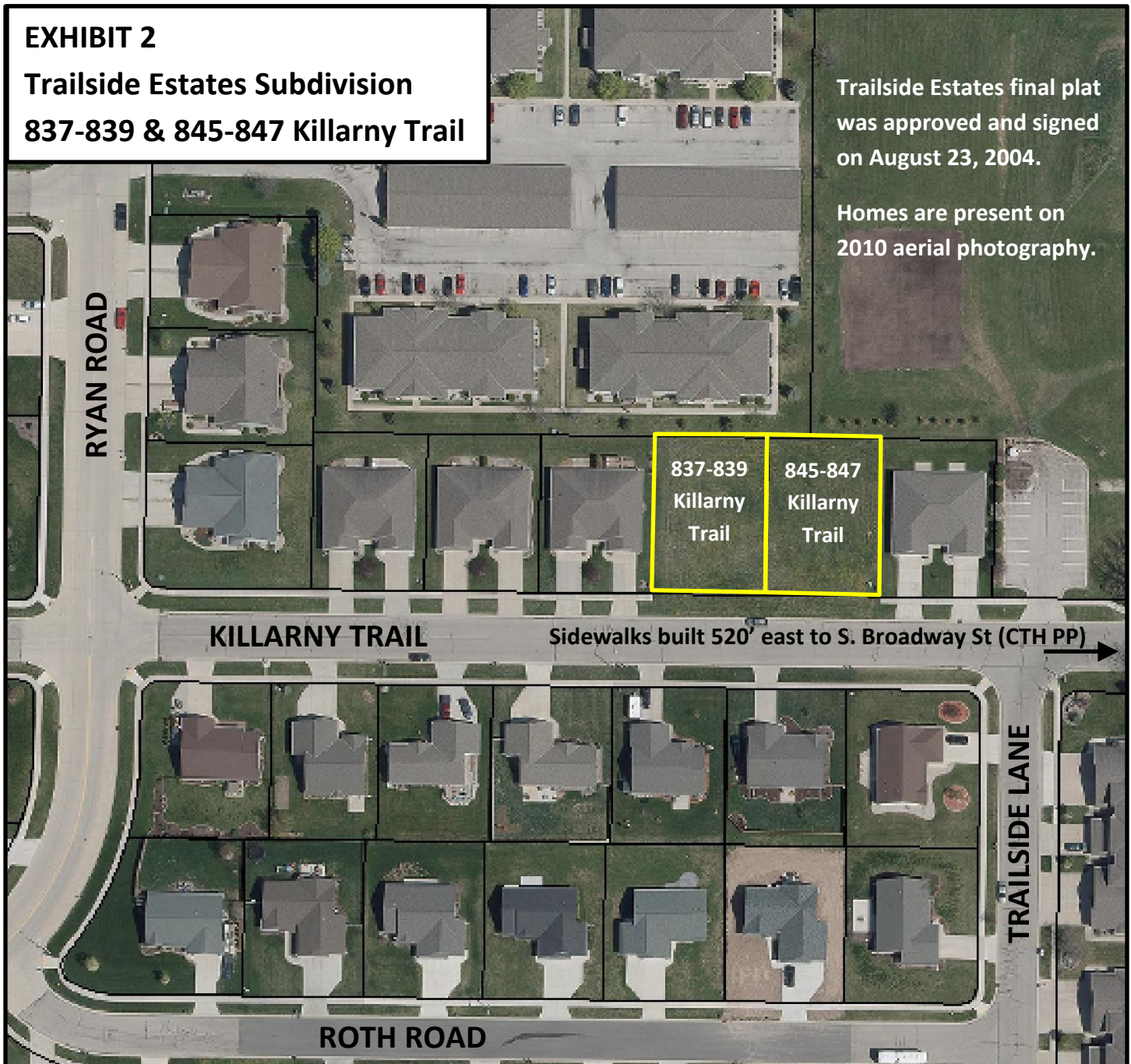
EXHIBIT 2

Trailside Estates Subdivision

837-839 & 845-847 Killarny Trail

Trailside Estates final plat was approved and signed on August 23, 2004.

Homes are present on 2010 aerial photography.



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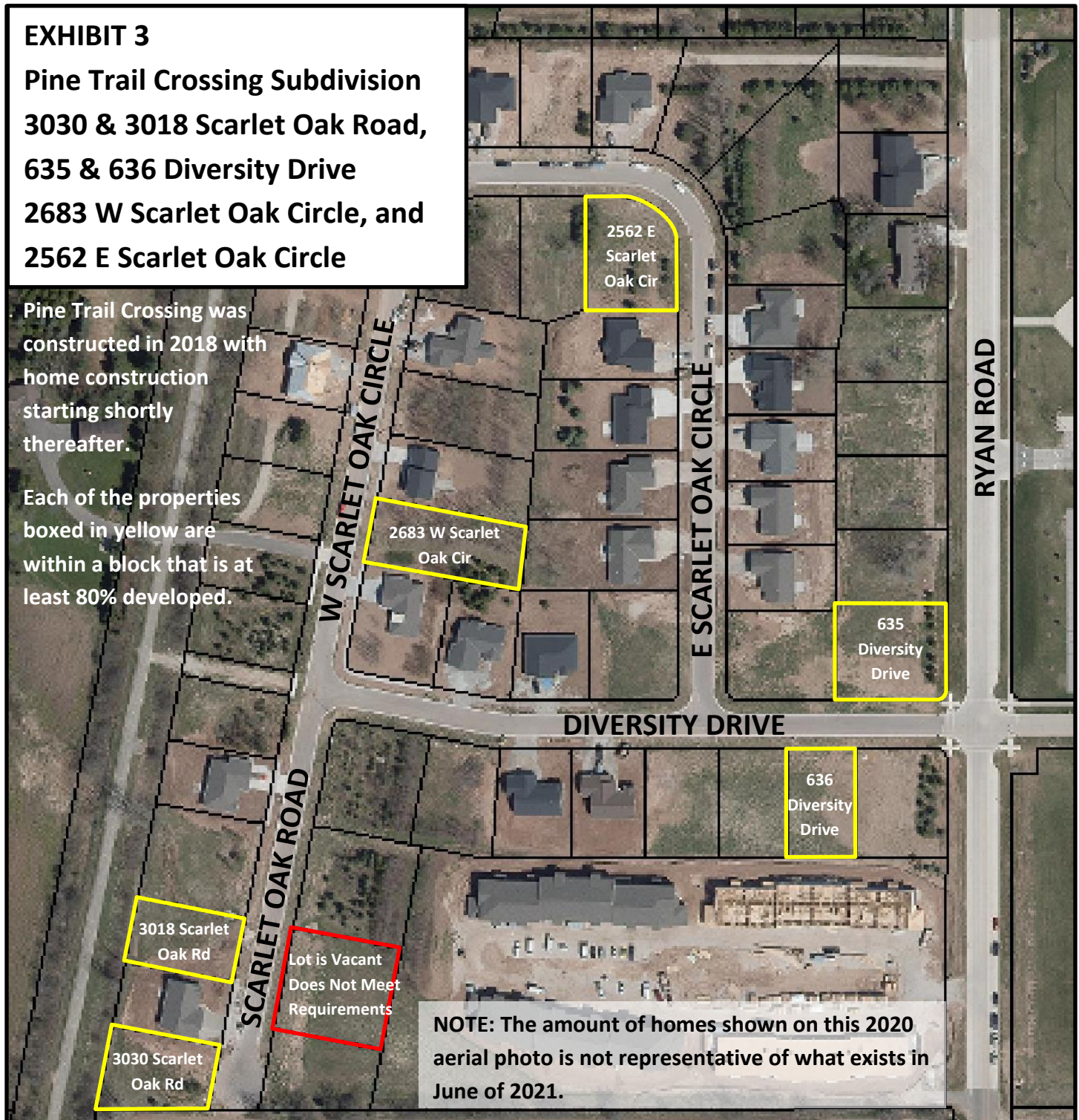


EXHIBIT 3

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

Pine Trail Crossing was constructed in 2018 with home construction starting shortly thereafter.

Each of the properties boxed in yellow are within a block that is at least 80% developed.



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EXHIBIT 4

Garrity's Glen Subdivision

2406 Kilrush Road,

2463 & 2475 Lawrence Drive

2406
Kilrush
Road

Garrity's Glen final plat
was approved and signed
on June 1, 2005.

Homes are present on
2010 aerial photography.

LAWRENCE DRIVE

KILRUSH ROAD

GALWAY LANE

COUNTY CLARE ROAD

2463
Lawrence
Drive

2475
Lawrence
Drive

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 9, 2022

RE: Consideration and Possible Action on 2023 Gap Sidewalk Orders and Special Charges*

The purpose of this item is to review gap sidewalk and issue orders for installation by June 30, 2023, and special charges if not completed by that date. Unlike the process followed in 2022 where the item went to the Board twice, this is an all-inclusive action and will not come back to the Board because the order and special charge is included in this action.

Background

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

"Concrete sidewalks shall be constructed in the right-of-way as set forth herein where the following conditions exist:

- 1. Along the streets adjacent to a lot on which a building is constructed;*
- 2. At least 80% of the lots are developed or 80% of the frontage is on lots that are developed, per side of the street; or*
- 3. On all streets in subdivisions after it has been ten (10) or more years since the acceptance of the first building permit for the subdivision phase."*

Discussion

Based on this guidance, the following parcels were identified to have sidewalk installed in 2023:

Parcel ID	Location	Guidance	Exhibit
ED-2763	814 Roth Road	10 Years	1
ED-3041	635 Diversity Drive	Granted Extension to 2023	2
ED-3053	2562 E Scarlet Oak Circle	Granted Extension to 2023	2
WD-2040	2164 Fox Point Circle	80% of Lots Developed	3
WD-2047	2134 Fox Point Circle	80% of Lots Developed	3

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

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

- April 22, 2022: Letter notifying above listed owners of the recommended sidewalk installations and upcoming Board of Public Works Meeting.
- May 6, 2022: Agenda for the Board of Public Works Meeting regarding the sidewalk installation order.

Due to the large sidewalk installation requirements, there are significant charges anticipated due to this sidewalk order. As presented to the Board in February, the estimated sidewalk cost for new 4-inch sidewalk is \$46.45 per linear foot. The costs for 2023 construction are currently unknown. The actual costs for any special charges will be based on 2023 prices. The table below provides the estimated charge for each parcel that would be required to install sidewalks using 2022 pricing:

Parcel ID	Location	Frontage (FT)	Estimated Charge
ED-2763	814 Roth Road	80.00	\$3,716.00
ED-3041	635 Diversity Drive ^[1]	250.14	\$11,619.00
ED-3053	2562 E Scarlet Oak Circle ^[1]	222.87	\$10,352.31
WD-2040	2164 Fox Point Circle	104.18	\$4,839.16
WD-2047	2134 Fox Point Circle ^[1]	239.09	\$11,105.73

^[1] Lot is located on a corner and actual sidewalk length installed would differ from right-of-way frontage.

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

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

Recommendation

Staff recommends that the Board of Public Works order sidewalk installation at the following properties for the 2023 construction season:

Parcel ID	Location
ED-2763	814 Roth Road
ED-3041	635 Diversity Drive
ED-3053	2562 E Scarlet Oak Circle
WD-2040	2164 Fox Point Circle
WD-2047	2134 Fox Point Circle

For sidewalk not constructed by June 30, 2023, the City will construct and charge property owners at the rate established in 2023 for new 4-inch concrete sidewalk. Staff recommends a 5-year payback period for each property receiving a special charge for sidewalk installation.

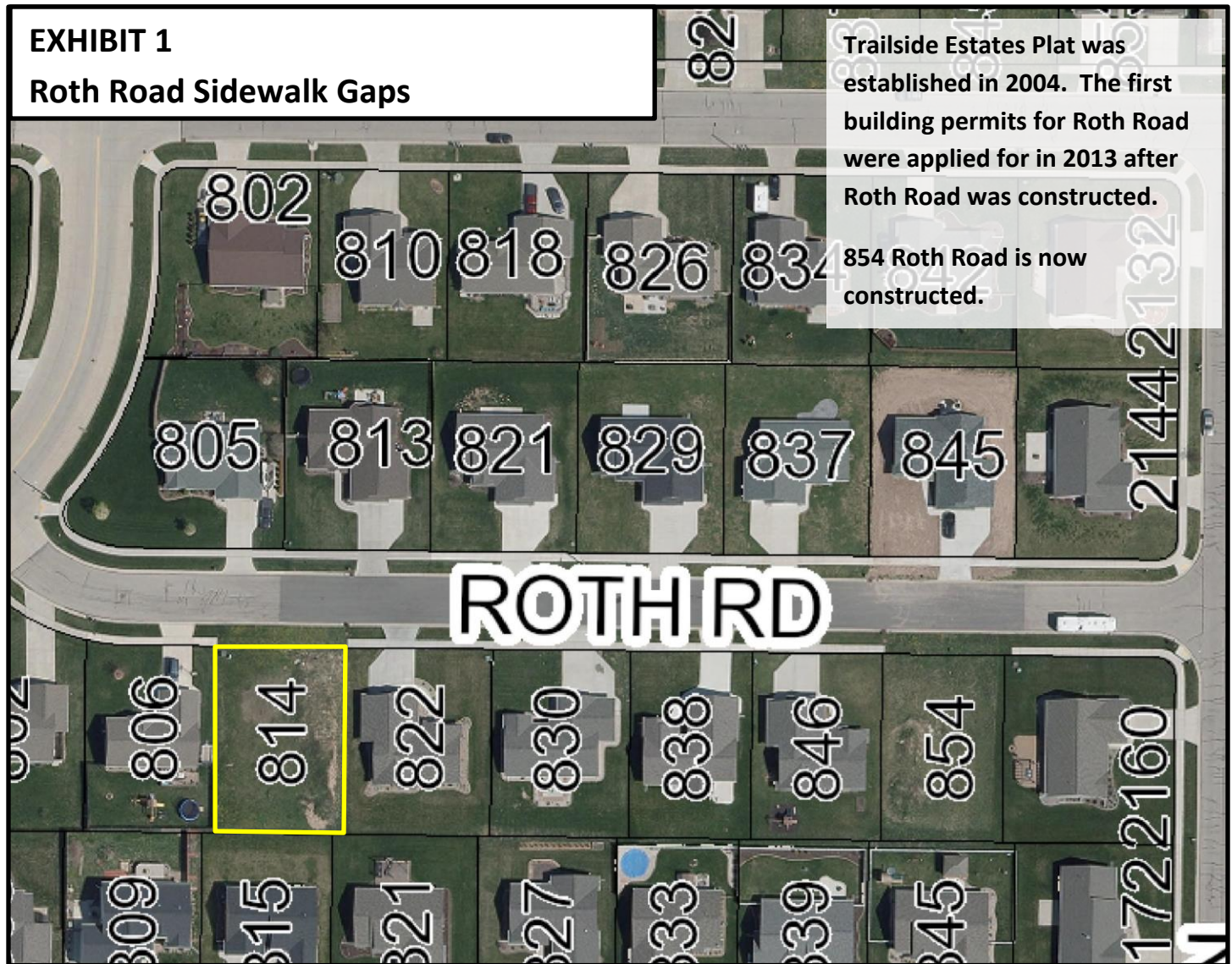
Attachments

1. 2022 Estimated Sidewalk and Sidewalk Replacement Costs
2. Exhibit 1 – Roth Road Sidewalk Gaps
3. Exhibit 2 – Pine Trail Crossing Subdivision Sidewalk Gaps
4. Exhibit 3 – Honeysuckle Acres Subdivision Fourth Addition Sidewalk Gaps

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CITY OF DE PERE

Public Works - Engineering Department

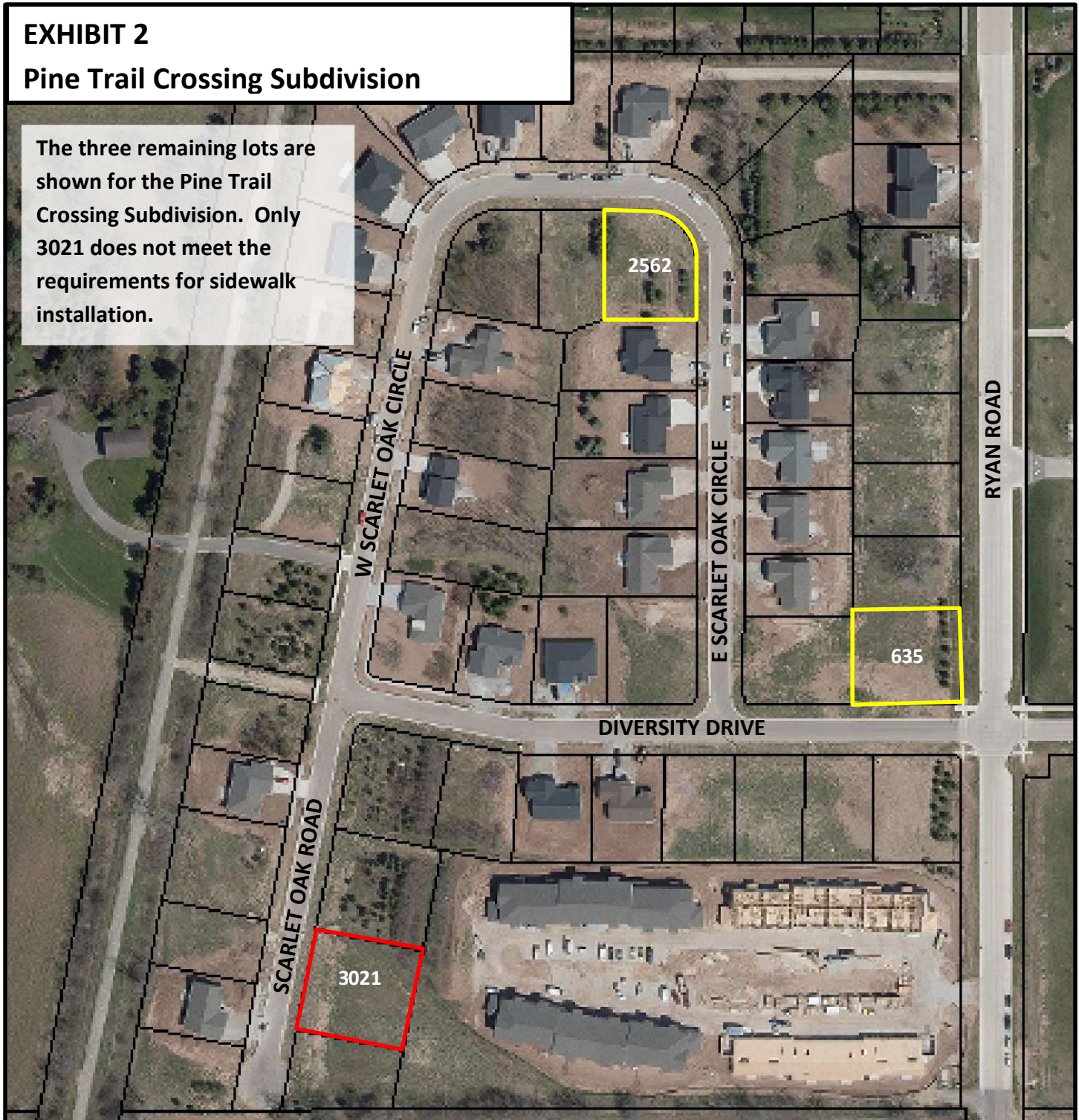
925 S. Sixth Street, De Pere, WI 54115 | 920-339-4061 | www.de-pere.org



EXHIBIT 2

Pine Trail Crossing Subdivision

The three remaining lots are shown for the Pine Trail Crossing Subdivision. Only 3021 does not meet the requirements for sidewalk installation.



CITY OF DE PERE

Public Works - Engineering Department

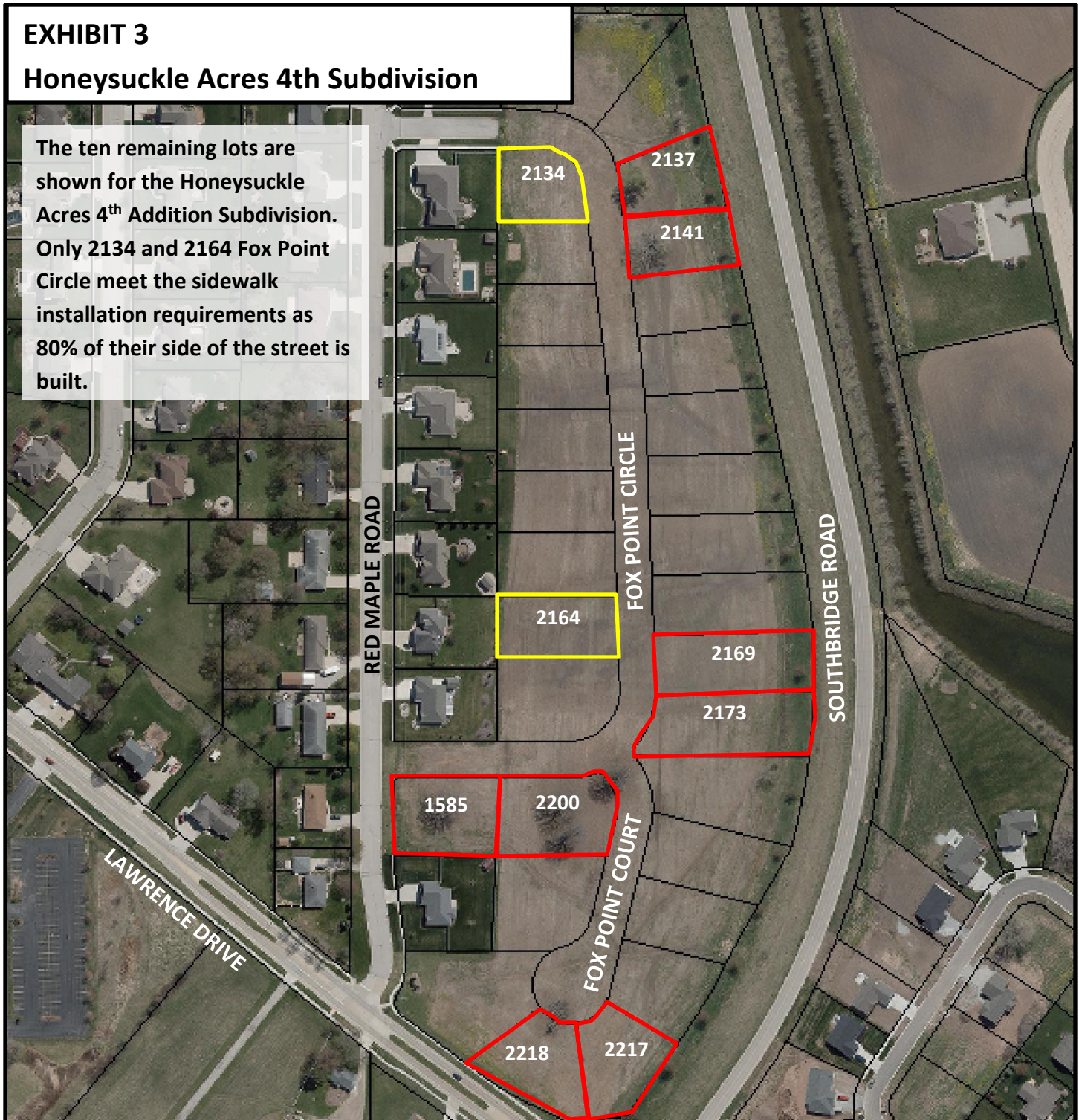
925 S. Sixth Street, De Pere, WI 54115 | 920-339-4061 | www.de-pere.org



EXHIBIT 3

Honeysuckle Acres 4th Subdivision

The ten remaining lots are shown for the Honeysuckle Acres 4th Addition Subdivision. Only 2134 and 2164 Fox Point Circle meet the sidewalk installation requirements as 80% of their side of the street is built.



**City of De Pere, Wisconsin****Request For Common Council Action**

MEETING DATE: May 17, 2022

DEPARTMENT: Public Works

FROM: Scott Thoresen

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

The Finance and Personnel Committee at the May 10, 2022 meeting approved funding \$600,000 for City share for Sections 2 & 3 of the South Bridge Connector Project through funding from TID #8, TID #11, TID #12, and TID #15 and moved to send it to the Common Council for approval. The motion passed unanimously.

ATTACHMENTS:

- Reso22-46 (PDF)
- Consider South Bridge Funding Match 5-4-2022 (PDF)
- Friday Memo 1-21-2022 (PDF)
- Brown County Planning Email Regarding Congressional Funding for SBC 4-13-2022 (PDF)
- Brown County Budget Adjustment 4-19-2022 (PDF)

RESOLUTION #22-46

APPROVING CITY FUNDING FOR SOUTHBRIDGE CORRIDOR LOCAL
FUNDING COST-SHARE WITH BROWN COUNTY
(Southbridge Corridor Sections #2 and #3 Design Costs)

WHEREAS, Brown County has informed the City of a federal funding allocation for design costs associated with Southbridge Corridor Sections #2 and #3, requiring local cost-share participation in the work funded; and

WHEREAS, both the City and County are required to fund \$600,000.00 of the costs associated with the above-described design work; and

WHEREAS, on April 19, 2022, Brown County approved allocating \$600,000.00 as and for its one-half of the required cost-share; and

WHEREAS, City's Finance/Personnel Committee, at its May 10, 2022, meeting, voted to recommend that the Common Council approve allocation of City's one-half of the local cost share in the amount of \$600,000.00, contingent upon Brown County providing the City with a Municipal Project Agreement or other Intergovernmental Agreement setting out the scope of the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby authorizes funding in the amount of \$600,000.00 as and for its share of the local cost associated with federal funding received by Brown County for design costs associated with Southbridge Corridor Sections #2 and #3, with funding therefore allocated from TID #8, TID #11, TID #12 and TID #15.

BE IT FURTHER RESOLVED THAT:

The Mayor is authorized and directed to enter into such Municipal Project Agreement or other Intergovernmental Agreement with Brown County for the same, subject to such changes as deemed necessary by the City Attorney.

Resolution #22-46

Page 2 of 2

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 17th day of May, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 5/10/22

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Finance/Personnel Committee
From: Scott J. Thoresen, Director of Public Works
Date: May 4, 2022
RE: Consideration and possible action on funding \$600,000 for City share for Sections 2 & 3 of the South Bridge Connector Project*

The City Administrator's Friday Memo on 1/21/2022 (See attached memo) informed the Council of possible project funding for the South Bridge Corridor (SBC) and the need of the City in sharing in design costs for sections #2 and #3 of the SBC. Section #2 covers the area from Lawrence Drive to Lost Dauphin and section #3 is the new bridge over the Fox River. Recently, the City has received confirmation from Brown County Planning (See attached email) regarding federal funding for the SBC sections 2 & 3. On 4/19/2022, Brown County approved allocating \$600,000 for environmental and engineering design for these sections. (See attached Brown County budget adjustment request) As part of this approval, the City is required to contribute \$600,000 as local matching funds as part of the federal requirements. I have requested additional information from the County for further details and intergovernmental agreements regarding the City's funding match but as of the date of this staff memo have not heard anything from the County.

At this time, staff is requesting approval of the funding the City's share in the amount of \$600,000 which would be funded from TID#8, TID #11, TID #12, and TID #15.

FRIDAY MEMO

To: Mayor & Common Council

From: Larry Delo, City Administrator

Date: January 21, 2022

1. **League Legislative Bulletin:** I have attached the January 18, 2021 legislative bulletin for your review. The bulletin discusses recently proposed legislation and other issues impacting municipalities.
2. **League Capital Buzz Newsletter:** I have attached the January 20, 2022 Capitol Buzz Newsletter from the WI League of Municipalities for your review.
3. **Southern Bridge Corridor Project Funding Opportunity:** The City has been notified by Brown County Planning that the County is working with the State to determine if some of the additional funding WI DOT will receive from the Federal Infrastructure Act can be utilized for the Southern Bridge Project. It appears there may be an opportunity for funding for Sections 2 & 3 of the bridge project if they can be shovel ready within the required time frame to utilize the funding. This covers Lawrence Drive to Lost Dauphin (Section 2) and the bridge itself (section 3). The County is also pursuing an opportunity for the feds to cover 80% of the design costs for sections 2 & 3 to make them shovel ready in time for the other funding option for construction. Brown County Planning believes they will have a better understanding of the funding availability and requirements by the middle to end of February. If this opportunity moves forward in a positive direction, the County may be asking the City to commit to paying for and providing funding in 2022 for 50% of the local share cost of designing sections 2 & 3 not covered by the feds (estimated total cost of design is \$6.1 million with the feds paying 80% and the local share equaling 20%). Guestimate at this time is that the City's share of that cost would be about \$550,000. If this moves forward, we may have to approve some additional funding sometime in March. We will provide more details when they become available.
4. **City Administrator's Schedule:** I am currently scheduled to be in the office all of next week.

cc: Management Staff; Communications Specialist

Scott Thoresen

From: James Boyd
Sent: Wednesday, April 13, 2022 11:57 AM
To: Runge, Cole M.
Cc: Streckenbach, Troy J.; Weininger, Chad J.; Fontecchio, Paul A.; Larry Delo; Eric Rakers; Scott Thoresen; Judy Schmidt-Lehman
Subject: RE: Latest information about the Congressionally Directed Spending funding for SBC Sections 2 & 3

Cole,
 Thanks for the info. The city will need an intergovernmental agreement similar to what we previously approved for phase 1 design for the City Council to consider and approve.

James G. Boyd
 Mayor
 City of De Pere
 920-339-4040
jboyd@deperewi.gov



From: Runge, Cole M. <Cole.Runge@browncountywi.gov>
Sent: Wednesday, April 13, 2022 11:44 AM
To: James Boyd <jboyd@deperewi.gov>
Cc: Streckenbach, Troy J. <Troy.Streckenbach@browncountywi.gov>; Weininger, Chad J. <Chad.Weininger@browncountywi.gov>; Fontecchio, Paul A. <Paul.Fontecchio@browncountywi.gov>; Larry Delo <ldelo@deperewi.gov>
Subject: Latest information about the Congressionally Directed Spending funding for SBC Sections 2 & 3

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

Good Morning Mayor Boyd,

I received the following information about the federal SBC funding from Senator Baldwin's office earlier this morning (see the email message below).

I've highlighted sections that confirm some assumptions and answer some questions about how and when this funding must be used. Because the funding must be passed from the Federal Highway Administration (FHWA) to or through WisDOT, I plan to contact FHWA today to find out who we need to work with at FHWA and WisDOT to get the project going.

I've also attached a county budget adjustment request that will be presented to the Brown County Board of Supervisors on April 19. Please note that the request includes:

- Allocating \$600,000 of Brown County's ARPA funding to cover 50 percent of the project's local share
- Accepting \$600,000 from the City of De Pere to cover the remaining 50 percent of the project's local share

The budget adjustment request will be made public this afternoon or tomorrow.

Please let me know if you have questions or comments. Thanks!

Cole

Cole Runge
Planning Director/MPO Director
Brown County Planning & Land Services/Green Bay MPO
305 E. Walnut Street Room 320
PO Box 23600
Green Bay, WI 54305-3600
Phone: (920) 448-6480
Web: www.browncountywi.gov/planning

From: Ladwig, Meghan (Baldwin) <Meghan.Ladwig@baldwin.senate.gov>
Sent: Wednesday, April 13, 2022 8:46 AM
To: Runge, Cole M. <Cole.Runge@browncountywi.gov>
Subject: Notification - Congressionally Directed Funded Projects (FY 2022)

CAUTION External Email: Be safe with links and attachments. Please report bad messages

Hi Cole- Passing along this information regarding Congressionally Directed Spending next steps:

To House and Senate Offices,

You are receiving this email because your Senator or House Member is shown as the requestor of a congressionally directed project (a.k.a. Community Project Funding/Congressionally Directed Spending) under the *Highway Infrastructure Programs* (HIP) account in the table at the end of the [Joint Explanatory Statement](#) accompanying the [Consolidated Appropriations Act, 2022](#) (Public Law 117-103).

The purpose of this email is to provide you with key information about this funding, the process, eligibility, and how the funding is administered. Although the Federal Highway Administration (FHWA) has not managed new congressionally directed projects in over 10 years, FHWA has extensive experience with them. Since 1970, Congress has authorized and appropriated over \$40 billion for over 11,000 demonstration, priority, surface transportation, or special interest project designations in various transportation, authorization, and appropriation acts.

Availability of Funds for Obligation: Under the HIP account, there are 309 line-item projects totaling approximately \$847 million administered by FHWA. Before this funding becomes available to the recipient for obligation, there are several important and necessary steps (see below for details). Some steps may take a matter of days, and others may take weeks. Some steps, such as step four below, are outside of FHWA's control. **Although we cannot say at this time how long the entire process will take, we will work expeditiously and notify you once the funding becomes available for obligation by the States.**

Funding Recipient: Regardless of the project sponsor/recipient, all congressionally directed projects (except for Tribal projects) assigned to FHWA will flow through the State department of transportation (DOT). Some State DOTs may choose to serve as a pass-through and subaward the funding depending on the potential subrecipient's experience administering a Title 23 project; others may directly administer the project themselves. Regardless, as the direct recipient of these funds, the State DOT is ultimately responsible for the funding and ensuring that all Federal requirements are met. **To that end, we strongly encourage all questions from your office, or your constituents, be directed first to the State DOT once the funding becomes available for obligation.**

Application of Title 23, U.S. Code: Funds made available for these congressionally directed projects, other than funds for Tribal projects, will be administered as if apportioned under chapter 1 of Title 23, United States Code. These projects will be subject to various Federal requirements (e.g., competition in contracting, Buy America, the National Environmental Policy Act, etc.). Your State DOT and many large cities, Metropolitan Planning Organizations (MPOs), and others know these requirements well. Smaller local governments, or other entities that may have little experience managing Federal-aid highway projects and their applicable Title 23 requirements, likely will have the State DOT administer their projects. Funds made available for congressionally directed projects that are Tribal projects shall generally be administered as if allocated under chapter 2 of Title 23, United States Code, with a few exceptions.

The Federal-aid Highway program is a reimbursement program. Costs incurred prior to FHWA project authorization are not eligible expenses.

Period of Availability: These funds are available for obligation until September 30, 2025. Any funding not obligated by the end of FY 2025 will lapse.

Project Description: The project description as shown in the Joint Explanatory Statement table defines the scope of work for the project on which the funds may be legally expended. Funding for a project can be used only for the activities within the scope of the physical limits as defined by the project description. For those that are described as "construction" or "construct," eligible activities would include any project development activities related to the described project, including environmental documentation, design, right of way activities, and physical construction, as generally outlined in Title 23. Recipients must utilize the funding for projects as defined in the project description/scope of work and projects must otherwise comply with Federal-aid highway funding requirements under Title 23.

The table of projects in the Joint Explanatory Statement is incorporated by reference in the Consolidated Appropriations Act, 2022. Therefore, any proposed changes to the project description and the use of the funds would require an act of Congress.

Funding Steps for Congressionally Directed Projects:

Below is a general list of the key steps in the process to obligate funds and to reimburse eligible expenses for congressionally directed highway projects under the Consolidated Appropriations Act, 2022 enacted on March 15th, 2022.

1. The FHWA Budget Office prepares the required budgetary documents to submit to the Department of Transportation's Office of the Secretary and the Office of Management and Budget (OMB). OMB apportions budgetary resources to FHWA.
2. The FHWA Budget Office establishes a program code for the activity.
3. Funding is allotted to a FHWA program office who then allocates it to the appropriate FHWA division offices by State. Funding is loaded into the FHWA's Fiscal Management Information System (FMIS) to make it available to the State DOTs for obligation.
4. State DOTs request the funding by submitting a project authorization request in FMIS to their respective FHWA division office, containing a scope of work/project description.
5. The FHWA division office reviews the State DOT's authorization request to ensure scope of work/project description complies with Federal-aid highway funding requirements under Title 23, United States Code, and aligns with the scope of the project's description in the Joint Explanatory Statement.
6. If there are no issues, the FHWA division office authorizes the project, and the funds are obligated.
7. Projects may then incur eligible expenses in accordance with the project authorization and Title 23 requirements.
8. State DOTs receive the funds after submitting reimbursement requests for eligible expenses to their FHWA division offices.

Federal-Aid Program Management: For background, the Federal-aid highway program is a federally assisted, State-administered program. As such, Federal, State, and local transportation entities work together to implement the program. Under the program, FHWA makes Federal highway funds available to the State DOTs in accordance with law. State DOT officials are responsible for working with local officials and for the completion of the planning, design, and construction of those projects and programs that utilize this funding. The FHWA's role is to provide technical assistance and reviews at key stages to make sure the project meets all applicable Federal requirements.

Below are some links to additional information you may find helpful:

- [Funding Information](#) – This web page provides funding information by fiscal year for FYs 2022 through 2026, including an authorization table and notices for apportionments and obligation limitation.
- [Federal-aid Essentials for Local Public Agencies](#) – A great resource with videos and information on the nuts and bolts of the Federal-aid program and how local agencies interact with FHWA.
- [Federal-aid Program Overview](#) – A great resource with videos and information on the Federal-aid Stewardship and Oversight process.
- [Technical Assistance/Local Support](#) – This web page provides support for local public agencies with technical assistance for planning, design, construction, preserving, and improving public roads and in the stewardship of Federal funds.

Thanks,

FHWA Congressional Affairs team

Cole Runge
Planning Director/MPO Director
Brown County Planning & Land Services/Green Bay MPO
305 E. Walnut Street Room 320
PO Box 23600
Green Bay, WI 54305-3600
Phone: (920) 448-6480
Web: www.browncountywi.gov/planning

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BUDGET ADJUSTMENT REQUEST

22-058

CategoryApproval Level

- ☐ 1 Reallocation from one account to another in the same level of appropriation Dept Head
- ☐ 2 Reallocation due to a technical correction that could include:
 • Reallocation to another account strictly for tracking or accounting purposes
 • Allocation of budgeted prior year grant not completed in the prior year Director of Admin
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation County Exec
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.) County Exec
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts). Admin Comm
- ☐ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation. Oversight Comm
2/3 County Board
- ☐ 6 Reallocation between two or more departments, regardless of amount Oversight Comm
2/3 County Board
- ☒ 7 Any increase in expenses with an offsetting increase in revenue Oversight Comm
2/3 County Board *EB*
- ☐ 8 Any allocation from a department's fund balance Oversight Comm
2/3 County Board
- 9 Any allocation from the County's General Fund (*requires separate Resolution*)
After County Board approval of the resolution, a Category 4 budget adjustment must be prepared. Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

(1). To accept \$5 million from the federal 2022 Omnibus Package (USDOT/FHWA) for environmental and engineering/design activities for Sections 2 & 3 of the South Bridge Connector (SBC) Project. (2) To allocate \$600,000 in ARPA funds for half of the required local match. The other half will be contributed by the City of De Pere for a total of \$1.2 million. The total cost of the environmental and engineering/design activities for SBC Sections 2 & 3 is approximately \$6.2 million. (3) To accept \$600,000 from the City of De Pere to cover De Pere's portion of the required local match. Fiscal Impact*: 6,200,000

*Enter \$0 if reclassifying previously budgeted funds Enter actual dollar amount if new revenue or expense.

Increase	Decrease	Account #	Account Title	Amount
☒	☐	660.044.001.4800.400	Hwy IntraCounty Charge Capital Projects	6,200,000
☒	☐	660.044.001.5300.009	Hwy Supplies Highway	6,200,000 <i>EB</i>
☒	☐	440.044.9002	Hwy Capital Projects Transfer In	600,000
☒	☐	440.044.6182.200	Hwy Capital Projects Construction Highway	6,200,000
☒	☐	498.090.4301	ARPA Federal Grant Revenue	600,000
☒	☐	498.090.9003	ARPA Transfer Out	600,000
☒	☐	440.044.4301	Hwy Capital Projects Federal Grant Revenue	5,000,000

AUTHORIZATIONS

Celia Runga

Signature of Department Head

Department: PALS

Date: Apr 12, 2022

Committee of the Whole

Signature of DOA or Executive

Date: 4/19/2022

[illegible]

Signature: *Tina Bendickson*

Email: erica.bendickson@browncountyiwi.gov

Signature: CH
 civ (Apr 13, 2022 08:54 CDT)

Email: chad.weininger@browncountywi.gov

15a



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

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

ATTACHMENTS:

- Reso22-47 (PDF)
- Town Counsel Muni Ct Pros Engagement Letter 5- 2022 (PDF)
- Mayor & FP Outside Municipal Prosecution Services 5-10-22 (PDF)

RESOLUTION #22-47

APPROVING LETTER OF ENGAGEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF DE PERE AND TOWN COUNSEL LAW & LITIGATION, LLC
(Interim Municipal Prosecution Services)

WHEREAS, the City is in need of interim municipal prosecutor services during a temporary vacancy of the Assistant City Attorney position; and

WHEREAS, Town Counsel Law & Litigation, LLC has available and offers to provide legal counsel necessary to facilitate the municipal prosecutor work, subject to the terms and conditions of the attached Letter of Engagement, incorporated herein by reference as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Letter of Engagement for Professional Services Between the City of De Pere and Town Counsel Law & Litigation, LLC, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of May, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 05/10/2022

May 5, 2022

Via Electronic Delivery To:
Jschmidt-lehman@deperewi.gov

City of De Pere
 c/o Judy Schmidt-Lehman, City Attorney
 335 S Broadway
 De Pere, WI 54115



Re: Letter of Engagement

Dear Ms. Schmidt-Lehman:

Thank you for selecting Town Counsel Law & Litigation, LLC for legal representation of the City of De Pere. This letter confirms the terms of engagement pursuant to which Michael A. Pflughoeft Jr. and other attorneys from our Firm will perform professional services on behalf of Town Counsel Law & Litigation, LLC (the “Firm”). We are required by the Wisconsin Supreme Court to give our clients the following information regarding our Firm and fee arrangement.

Scope of Representation

The scope of the Firm’s representation includes only those matters which you specifically engage us to perform on behalf of the City of De Pere. Currently, you have engaged us to provide legal services handling enforcement of municipal citations in the City’s Municipal Court on a temporary basis and only until the City hires an additional fulltime in-house attorney.

Conflicts of Interest

Conflicts of interest arise when the interests of one client represented by the Firm (either currently or in the past), conflict with those of another client. Should a conflict of interest arise during the Firm’s representation of the City, the Firm may be prohibited from representing the City for ethical reasons and the Firm would be required to withdraw as the lawyer for both parties. The Firm will advise you accordingly if it discovers that a conflict of interest has arisen. **At this time, the Firm is not aware of any current conflict of interest.**

Legal Fees, Costs & Monthly Billing Practices

Our fees in representing the City for enforcement of municipal citations will be based on an hourly billing rate of \$175.00 per hour. The hourly rate will not be increased without advance notice to the City. We bill by the quarter hour (in 15-minute increments).

In addition to attorneys’ fees the City will be billed for certain costs and expenses associated with the legal services provided as they may arise. By way of example and not limitation, such costs include court filing fees, witness fees, out of town travel and the like. When necessary, we will advance such costs payable

940 E. Evergreen Drive • Kaukauna, WI 54130
 (920) 725-1233 • www.towncounsellawfirm.com

to third parties and bill the City for them at the end of the month in which the advance is made. Attorneys' fees will also be billed at the end of the month in which the services were rendered. Billing will include a chronological itemized listing of services and activities performed, as well as costs and advances paid in that month.

File Retention

The Firm retains files in electronic form only after they have been closed. At the conclusion of the Firm's representation of the City as outlined above (Scope of Representation), the Firm will provide a letter notifying the City Clerk that it has closed and will retain the electronic file. Should the City desire to receive a copy of that file and/or to have paper copies of any documents provided to it, please notify us within fourteen (14) days of the date of such closing letter.

Professional Liability Insurance

Pursuant to Wisconsin Supreme Court rule, the Firm carries professional liability insurance equaling or in excess of what is required.

This letter of engagement has no term and can be extinguished or terminated at-will by either party.

We look forward to working with you. Should you have any questions or concerns regarding our representation, please do not hesitate to contact us at (920) 725-1233.

Sincerely,
TOWN COUNSEL LAW & LITIGATION, LLC
s/Michael A. Pflughoeft Jr.
Michael A. Pflughoeft Jr.
Attorney

ACCEPTANCE ON BEHALF OF THE CITY OF DE PERE: By my signature, I represent that I have read the foregoing terms and provisions and that I fully understand and agree to those terms and provisions.

Mayor - James G. Boyd

ATTEST:

City Clerk - Carey E. Danen

CITY OF DE PERE MEMO



To: Finance/Personnel Committee
Common Council Members
Lawrence Delo, City Administrator
From: Judith Schmidt-Lehman, City Attorney
Date: May 10, 2022 (meeting Date)

RE: **Request to Hire Outside Legal Counsel for Limited Term Municipal Prosecution Services**

As you know, Assistant City Attorney Kristen Johnson will be taking over the Office of the City Attorney on July 5, 2022. She and I have already begun the process of transitioning some of those responsibilities. Additionally, Human Resources personnel have begun the recruitment process to fill the Assistant City Attorney position as soon as possible.

In order to assist in a smooth transition and to allow Attorney Johnson the ability to focus on acclimating to the City Attorney position and meeting the legal needs of the organization, I am asking permission to hire Attorney Mike Pflughoeft, Jr. of the Town Counsel Law & Litigation firm in Kaukauna to perform the municipal prosecutor functions. This would be on a limited term basis, namely from June 1, 2022 through July 31, 2022, with the potential of lengthening the commitment through August 31, 2022 if needed. The law firm's Letter of Engagement is attached. City Administrator Larry Delo is supportive of this request.

I will be at the meeting on May 10, 2022 to answer any questions you may have on this request. In the meantime, please feel free to call me at 339-4042 or email me at: jschmidt-lehman@deperewi.gov if you would like additional information.

JSL

Cc:



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

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

ATTACHMENTS:

- Reso22-48 (PDF)
- 3rd Amend-Lawrence Intergovt Agreement-Draft- 5-17-22 (PDF)
- 3rd Amend-Lawrence Intergovt Agreement-Exhibits A - E (PDF)

RESOLUTION #22-48

AUTHORIZING THIRD AMENDMENT TO THE SUPPLEMENTAL INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF DE PERE AND THE TOWN OF
LAWRENCE REGARDING THE PLANNING AND IMPLEMENTATION
OF WATER DISTRIBUTION AND SANITARY SEWER PROJECTS
(Mystic Creek Subdivision)

WHEREAS, the City of De Pere and Town of Lawrence entered into the above-referenced Supplemental Agreement dated May 21, 2007, as amended July 30, 2007 and May 21, 2014, and entered into pursuant to Wis. Stats. §66.0301 for the purpose and in furtherance of intergovernmental planning and cooperation (“the Agreement”); and

WHEREAS, the Parties wish to enter into this Third Amendment to provide for cooperation in public infrastructure services with respect to the Mystic Creek subdivision in the City, which subdivision plat was approved by the Common Council on February 1, 2022.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Third Amendment to the Supplemental Intergovernmental Agreement as is attached hereto as Exhibit A, together with such modifications or such other revisions as are required for a final agreement between the Parties and approved 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 17th day of May, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

**THIRD AMENDMENT TO THE SUPPLEMENTAL AGREEMENT BETWEEN THE
CITY OF DE PERE AND THE TOWN OF LAWRENCE
REGARDING THE PLANNING AND IMPLEMENTATION OF
WATER DISTRIBUTION AND SANITARY SEWER PROJECTS
(Mystic Creek Subdivision)**

This is the Third Amendment to the Supplemental Intergovernmental Agreement Between the City of De Pere and the Town of Lawrence Regarding the Planning and Implementation of Water Distribution and Sanitary Sewer Projects (Lost Dauphin Road) dated May 21, 2007 and amended on July 30, 2007 and May 21, 2014, and entered into pursuant to Wis. Stat. §66.0301, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and the Town of Lawrence, a Wisconsin town (“Town”), collectively “the Parties”, as a supplement to the original Agreement between these same parties originally dated July 28, 2005 (“the 2005 Agreement”) in connection with water distribution and sanitary sewer system projects, hereafter collectively “the Cooperation Agreement”). This Third Amendment is entered into as of the date referenced on page ____.

RECITALS

WHEREAS, the City and Town have certain common borders and entered into the above referenced Agreements in order to promote cooperation in providing utility services to properties among and along said common borders to further economic development and cooperative use of municipal infrastructure; and

WHEREAS, the Cooperation Agreement identifies specific water and sewer infrastructure particularly suitable for intergovernmental cooperation, including Town’s French Road sanitary sewer; and

WHEREAS, on February 1, 2022, City approved a residential subdivision under Chapter 236 Wisconsin Statutes known as “Mystic Creek Subdivision”, which allows for creation of 97

residential lots and 2 outlots on property located in the city and immediately north of and adjacent to Town's French Road Sewer; and

WHEREAS, in addition to extension of Town's French Road sanitary sewer to serve the Mystic Creek subdivision, the Parties wish to memorialize their agreement concerning the cooperative extension of sanitary sewer, storm sewer, and water distribution facilities together with street lighting and other municipal services for the Mystic Creek subdivision.

NOW THEREFORE, upon the mutual covenants and promises contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the Parties that:

I. WATER

A. Construction, Ownership and Maintenance of Water Main Facilities

1. City shall publicly bid and have constructed all watermain facilities necessary for installation in the locations shown in the Mystic Creek Subdivision Water Layout, attached and incorporated as Exhibit A. City shall pay all costs and expenses related to such construction and charge such costs and expenses to the Mystic Creek subdivision developer.
2. Upon completion of construction and acceptance of the work:
 - a. Town shall have ownership of the water main facilities west of the water valves located on Meyer Way and North Stellita Circle, including all valves near the municipal boundary. Town shall be responsible for all ownership and maintenance responsibilities therefore, including maintenance, repair, relay, rehabilitation and reconstruction as the case may be.
 - b. City shall have ownership of the water main facilities east of the water valves located Meyer Way and North Stellita Circle. City shall be responsible for all ownership and maintenance responsibilities therefore, including maintenance, repair, relay, rehabilitation and reconstruction as the case may be.
3. Town grants City permission to connect to the Town's water main facilities located on Creeksledge Way north of Adrienne Court, as shown on Exhibit A.

4. ~~City grants Town permission to connect to the City's water main facilities located west of Stellita Circle and west of Meyer Way, as shown on Exhibit A.~~

B. Water to Mystic Creek Subdivision

1. Town agrees to sell and City agrees to purchase water supplied from the Central Brown County Water Authority (CBCWA) to the Mystic Creek subdivision in quantities sufficient to meet the needs of the subdivision.
2. The sale of water to the City shall be at the Town's Public Service Commission approved rate for residential users until such time as Town has received Public Service Commission approval of a wholesale water rate for City. The approved wholesale water rate shall take effect the date of Public Service Commission approval.
3. City shall bill property owners in the Mystic Creek subdivision in accordance with its standard billing practices.

C. Billing, Meter Reading, Maintenance, Fees and Ordinances.

City shall perform all duties and responsibilities attendant to meter reading, billing, fees, hydrant testing, and other such applicable and relevant activities set forth in Sections F.1 through F.6 of the 2005 Agreement.

II. SANITARY SEWER

A. Construction, Ownership and Maintenance of Sanitary Sewer Facilities

1. City shall publicly bid and have constructed all sanitary sewer facilities necessary for installation in the locations shown in the Mystic Creek Subdivision Sanitary Sewer Layout, attached and incorporated as Exhibit B. City shall pay all costs and expenses related to such construction and charge such costs and expenses to the Mystic Creek subdivision developer.
2. Upon completion of construction and acceptance of the work:
 - a. Town shall have ownership of the sanitary sewer facilities (i) downstream from and including the Town manhole on Creeksedge Way and upstream from the City manhole on North Stellita Circle and (ii) in the Town. Town shall be responsible for all ownership and maintenance responsibilities therefore, including maintenance, repair, relay, rehabilitation and reconstruction as the case may be.
 - b. City shall have ownership of the sanitary facilities upstream from (i) the Town manhole on Creeksedge Way to and including the City manhole on North

Stellita Circle and (ii) in the City. City shall be responsible for all ownership and maintenance responsibilities therefore, including maintenance, repair, relay, rehabilitation and reconstruction as the case may be.

B. Sanitary Sewer Connections and Service Area

1. Town grants to City permission to connect to the Town sanitary sewer manhole on Creeksledge Way north of Adrienne Court.
2. City grants to Town permission to connect to the City sanitary sewer manhole on North Stellita Circle.
3. It is acknowledged that the sanitary sewer design for the Mystic Creek Subdivision includes a lift station to serve that area identified in Exhibit B. The Parties agree to continue to work together toward the extension of sanitary sewer to City property which will allow the elimination of the Mystic Creek lift station.

If a sanitary sewer extension is requested north of Larry Lane into the City, City will be responsible for the costs of that extension. The terms and conditions of any such extension shall be done by an amendment to this Agreement

III. STORM SEWER AND STORM WATER MANAGEMENT

A. Storm Sewer and Storm Water Management Construction and Maintenance

1. City shall publicly bid and have constructed all storm sewer and storm water management (pond) facilities necessary for installation in the locations shown in the Mystic Creek Subdivision Storm Sewer Layout, attached and incorporated as Exhibit C. City shall pay all costs and expenses related to such construction and charge such costs and expenses to the Mystic Creek subdivision developer.
2. Upon completion of construction and acceptance of the work:
 - a. Town shall have ownership of the storm sewer (i) upstream from the City manhole on North Stellita Circle and (ii) in the Town. Town shall be responsible for all ownership and maintenance responsibilities therefore, including maintenance, repair, relay, rehabilitation and reconstruction as the case may be.
 - b. City shall have ownership of the storm sewer downstream (i) from and including the City manhole on North Stellita Circle and (ii) in the City. City shall be responsible for all ownership and maintenance responsibilities of the storm sewer, including maintenance, repair, relay, rehabilitation and reconstruction as the case may be.
 - c. City shall have ownership of the storm water pond facility which shall provide storm water management for the Mystic Creek Subdivision and French Road

areas as shown on Exhibit C. Storm water pond maintenance and costs shall be allocated as set forth in paragraphs d. through g. below

d. Definitions:

- 1) Major Pond Maintenance: Dredging, erosion maintenance, outfall and outlet structure repairs including into the Ashwaubenon Creek, vegetation establishment or other repairs required by the Wisconsin Department of Transportation.
 - 2) Minor Pond Maintenance: Rodent trapping/removal, vegetation treatment including invasive species removal and phragmites spraying
 - 3) Routine Pond Maintenance: Pond inspections, vegetation trimming.
- e. City shall perform routine maintenance at no cost to the Town.
- f. Major and minor pond maintenance shall be completed by City and billed to each party based on the contributing drainage area and land use. Reimbursement is to be determined via the weighted average of land use based on Technical Standard 1001 for Wet Detention Pond, Appendix A dated October, 2007 which is included as Exhibit D.
- g. The total project cost of any major pond maintenance will be the actual construction cost plus a 20% administrative/engineering fee, less any federal, state, or other aids received.

IV. STREET CONSTRUCTION, LIGHTING AND SWEEPING

A. Construction, Ownership and Maintenance of Streets

1. City shall publicly bid and have constructed the public streets to be known as North Stellita Circle and Meyer Way as shown in Exhibits A through E, attached and incorporated by reference. City shall pay all costs and expenses related to such construction and charge such costs and expenses to the Mystic Creek subdivision developer.
2. Upon completion of construction and acceptance of the work:
 - a. Town shall have ownership of the street and sidewalk segments of North Stellita Circle and Meyer Way as are within the Town's boundaries and noted on Exhibits A through E. Town shall be responsible for all ownership and maintenance responsibilities therefore, including maintenance, repair, relay, rehabilitation and reconstruction as the case may be, except for snow plowing as provided under paragraph c. below.
 - b. City shall have ownership of the street and sidewalk segments of Adrienne Court, North Stellita Circle and Meyer Way within the City's boundaries and noted on Exhibits A through E. City shall be responsible for all ownership and maintenance responsibilities therefore with, including maintenance,

repair, relay, rehabilitation and reconstruction as the case may be. This maintenance obligation shall not apply to sidewalks within the boundaries of the City as provided by section 22-18 De Pere Municipal Code.

- c. City shall be responsible for all snow and ice removal/maintenance requirements for the street segments of North Stellita Circle and Meyer Way within the Town, to be provided by City in accordance with the City's usual and customary snow and ice removal/maintenance practices and procedures. Town shall indemnify, defend and hold City, its officers, officials, employees, agents and contractors harmless from and against any and all claims, demands, losses, damages, liabilities and expenses, and all suits, actions, and judgments, including but not limited to costs and reasonable attorney's fees, arising out of or in any way related to the City's ice/snow removal activities within the Town.
- d. City shall be responsible for the installation, maintenance, replacement and other such costs for street lights installed within the corporate limits of the City of De Pere.. Town shall be responsible for the installation, maintenance, replacement and other such costs for street lights within the Town of Lawrence corporate limits.
- e. City shall not be responsible for any maintenance whatsoever, including snow /ice clearance thereon, of sidewalk within the boundaries of the Town.

V. GENERAL PROVISIONS

- A. This Agreement is subject to approval of all the respective governing bodies of the parties hereto. The sale of water rate referenced in paragraph I.B.2 is further subject to the approval of the Public Service Commission of Wisconsin.
- B. Should either party breach or fail to perform any obligation required hereunder, the other party may serve written notification thereof by certified mail. Failure of the breaching party to cure said breach within 30 days of such notification shall entitle the non-breaching party to terminate the Agreement and pursue its remedies by any manner authorized by law.
- C. The Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
- D. Enforceability of this Agreement is not affected by a change in the form of government of either party.
- D. Nothing in this Agreement shall be deemed or construed to create any relationship or third-party beneficiary, it being specifically expressed that no third-party benefit or relationship is intended or created.

- E. This Agreement embodies the entire agreement of the parties. No change, alteration, or amendment to its terms shall be effective unless made in written and signed by all parties hereto.

This Agreement is entered into this _____ day of _____, 2022.

TOWN OF LAWRENCE

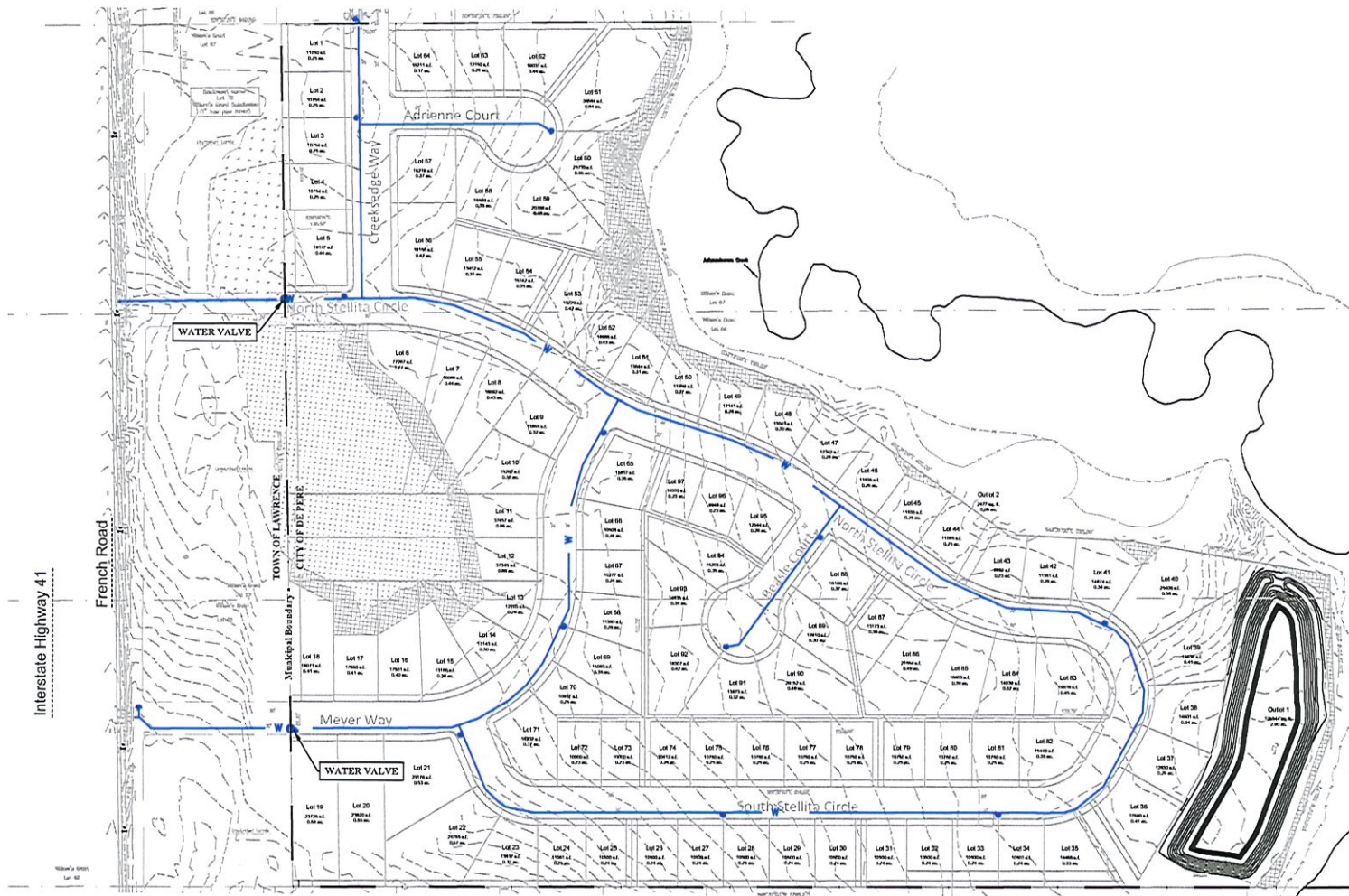
Lanny J. Tibaldo, Town Chair

Cindy Kocken, Clerk-Treasurer

CITY OF DEPERE

James G. Boyd, Mayor

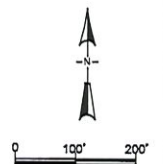
Carey Danen, City Clerk



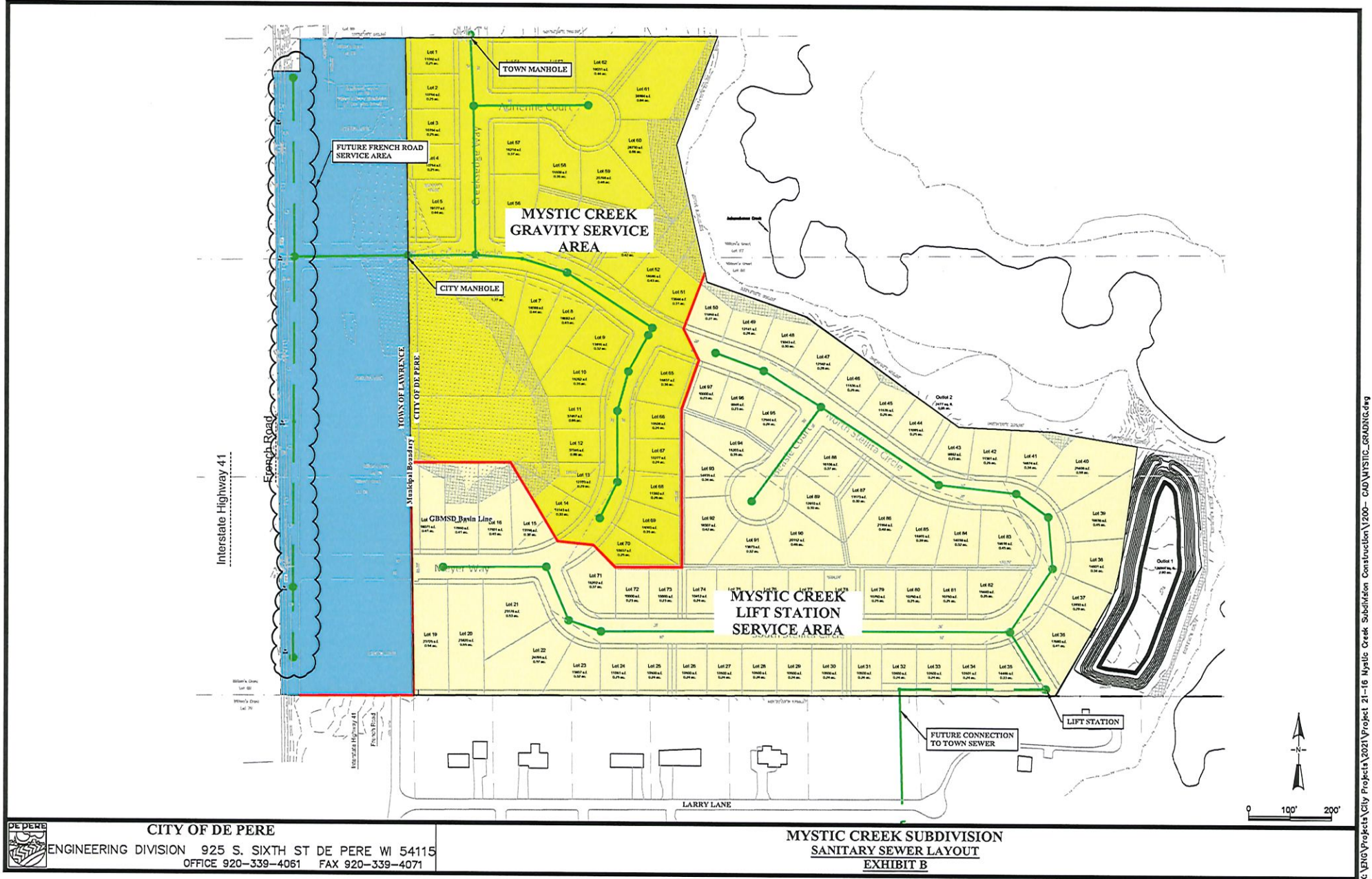
CITY OF DE PERE

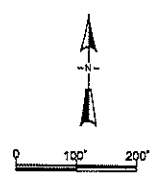
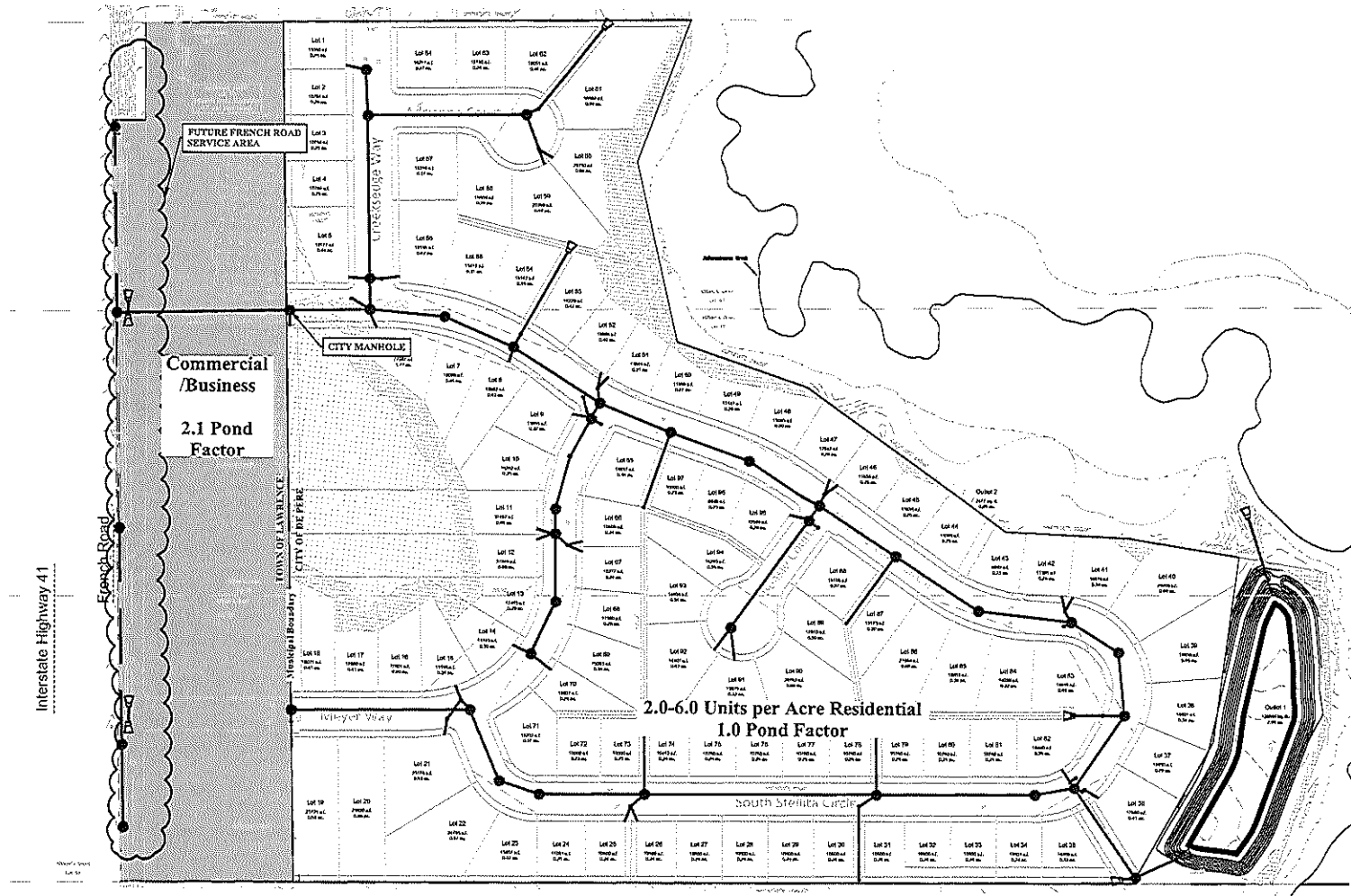
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

**MYSTIC CREEK SUBDIVISION
WATER LAYOUT
EXHIBIT A**



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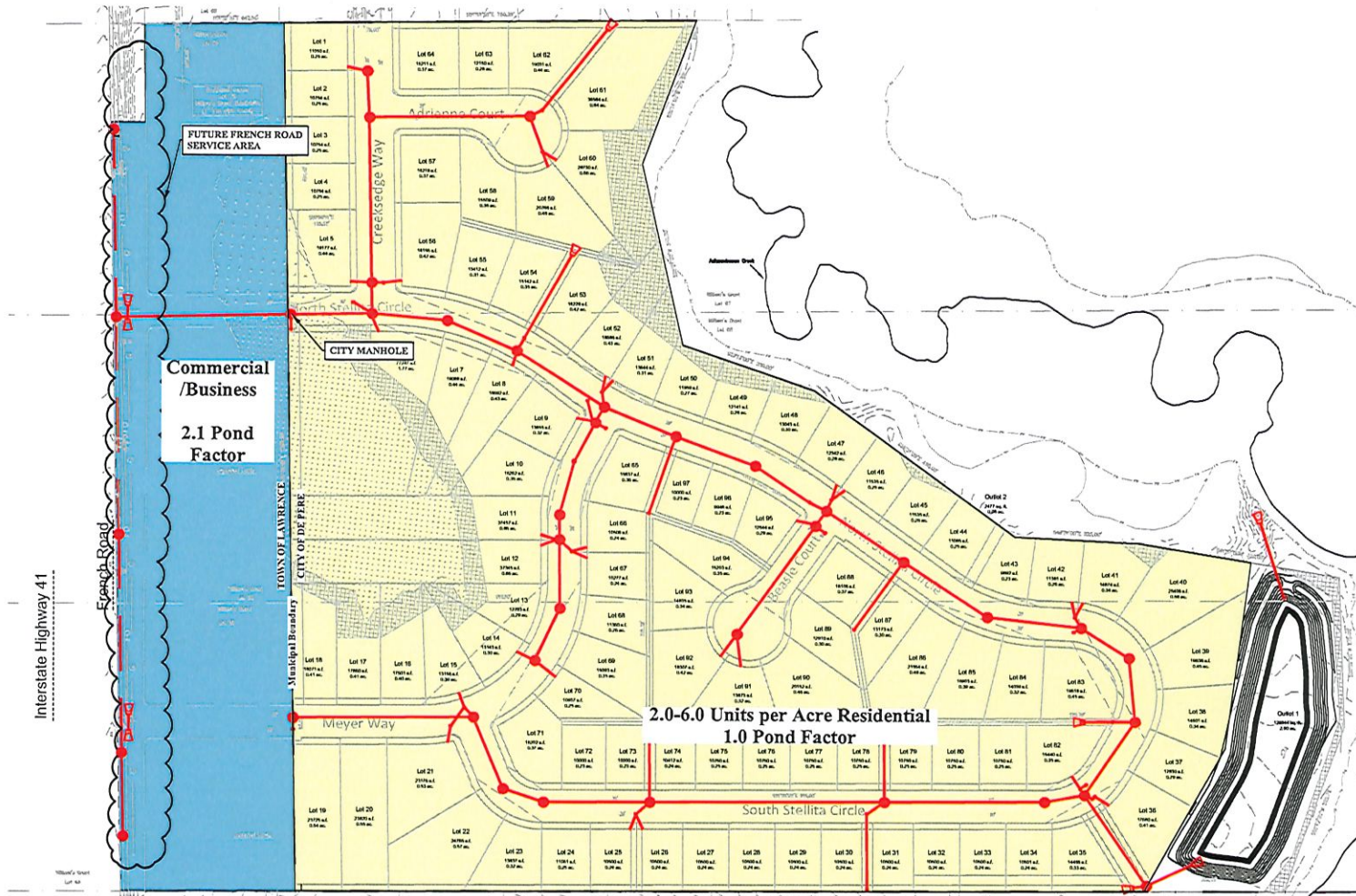




CITY OF DE PERE
 ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
 OFFICE 920-339-4061 FAX 920-339-4071

MYSTIC CREEK SUBDIVISION
STORM SEWER LAYOUT
EXHIBIT C

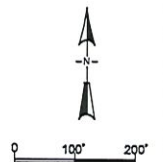
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CITY OF DE PERE

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

**MYSTIC CREEK SUBDIVISION
STORM SEWER LAYOUT
EXHIBIT C**



Appendix A—Calculation of Preliminary Permanent Pool Surface Area for TSS Reduction ¹

		80%	60%
Land Use/Description/Management ²	Total Impervious (%) ³	Minimum Surface Area of the Permanent Pool (% of Watershed Area)	Minimum Surface Area of the Permanent Pool (% of Watershed Area)
Residential • < 2.0 units/acre (>1/2 acre lots) (low density) • 2.0 - 6.0 units/acre (medium density) • > 6.0 units/acre (high density)	8 - 28 >28 - 41 >41 - 68	0.7 0.8 1.0	0.3
Commercial/Office Park/Institutional/Warehouse/Industrial/Manufacturing/Storage⁴ (Non-retail related business, multi-storied buildings, large heavily used outdoor parking areas, material storage, or manufacturing operations)	<60 60-80 80-90 >90	1.8 2.1 2.4 2.8	0.6
Parks/Open Space/Woodland/Cemeteries	0-12	0.6	0.2
Highways/Freeways (Includes right-of-way area) • Typically grass banks/conveyance • Mixture of grass and curb/gutter • Typically curb/gutter conveyance	<60 60-90 >90	1.4 2.1 2.8	1.0
¹ Multiply the value listed by the watershed area within the category to determine the minimum pond surface area. Prorate for drainage areas with multiple categories due to different land use, management, percent impervious, soil texture, or erosion rates. For example, to achieve an 80% TSS reduction, a 50 acre (residential, 50% imperviousness) x 0.01 (1% of watershed from table) = 0.5 acre + 50 acres (office park, 85% imperviousness) x 0.024 (2.4% of watershed) = 1.2 acre. Therefore 0.5 acre + 1.2 acre = 1.7 acres for the minimum surface area of the permanent pool.			
² For offsite areas draining to the proposed land use, refer to local municipalities for planned land use and possible institutional arrangements as a regional stormwater plan.			
³ Impervious surfaces include rooftops, parking lots, roads, and similar hard surfaces, including gravel driveways/parking areas.			
⁴ Category includes insurance offices, government buildings, company headquarters, schools, hospitals, churches, shopping centers, strip malls, power plants, steel mills, cement plants, lumber yards, auto salvage yards, grain elevators, oil tank farms, coal and salt storage areas, slaughter houses, and other outdoor storage or parking areas.			
Source: This table was modified from information in "The Design and Use of Detention Facilities for Stormwater Management Using DETPOND" by R. Pitt and J. Voorhees (2000).			



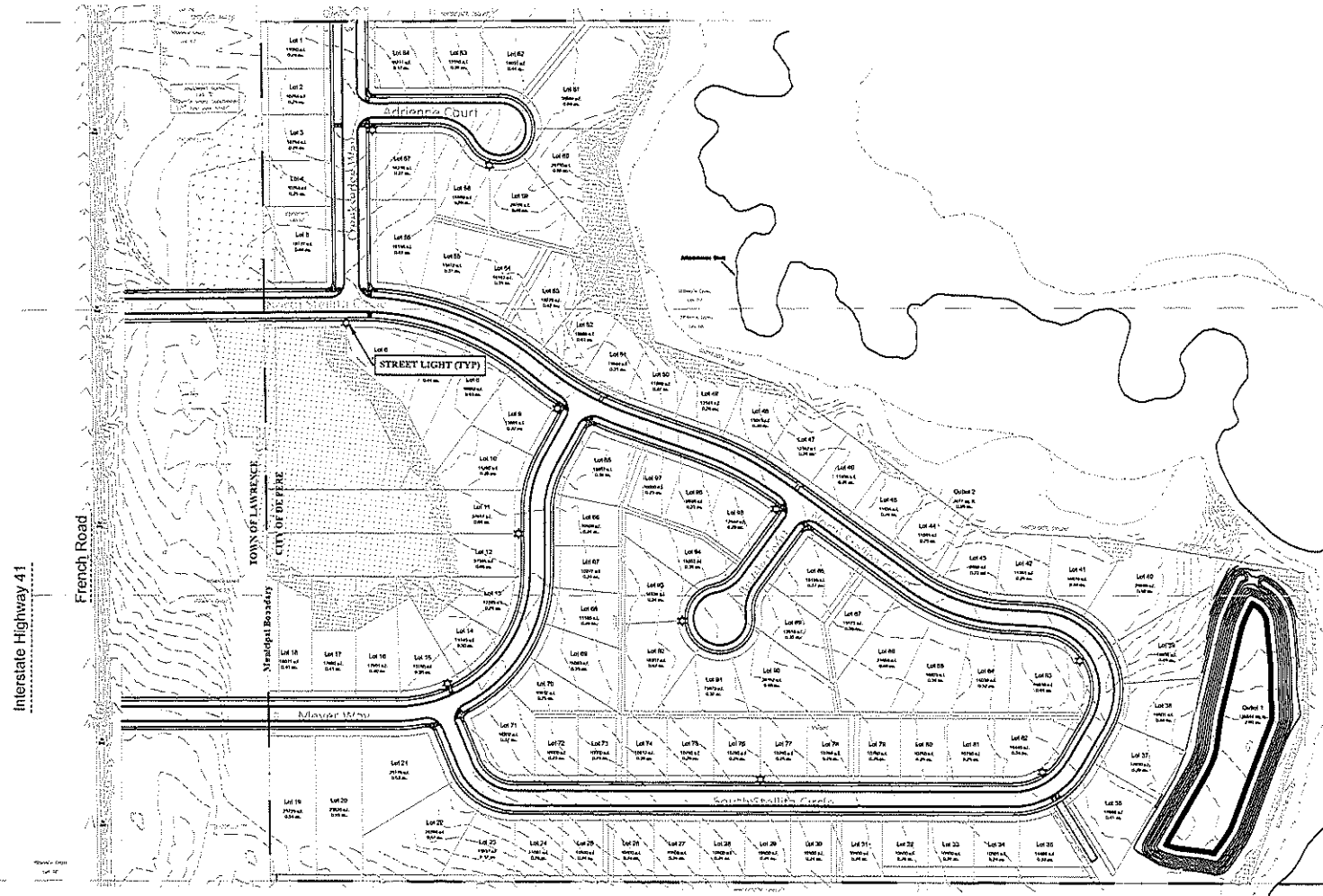
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

MYSTIC CREEK
SUBDIVISION

POND TSS REDUCTION
TABLE

EXHIBIT D

DATE: 02/24/2022
BY: KAD
CHECKED: EPR



CITY OF DE PERE

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

MYSTIC CREEK SUBDIVISION
STREET INFRASTRUCTURE LAYOUT
EXHIBIT E



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 5-17-2022 VOUCHERS (PDF)

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PACKET: 06767 MAY 2022 COUNCIL - 2 5-17-22

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	I-6339-313291	ADVANCE AUTO PARTS	R	5/17/2022		7.90CR	099005	
	I-6339-313671	ADVANCE AUTO PARTS	R	5/17/2022		12.29CR	099005	20.19
2492	ALCOPRO							
	I-258214-IN	ALCOPRO	R	5/17/2022		590.73CR	099006	590.73
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	I-45149	AMBROSIUS SALES & SERVICE	R	5/17/2022		17.10CR	099007	
	I-45453	AMBROSIUS SALES & SERVICE	R	5/17/2022		74.85CR	099007	
	I-49982	AMBROSIUS SALES & SERVICE	R	5/17/2022		40.76CR	099007	170.01
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	I-71593	ASTRO HYDRAULICS INC	R	5/17/2022		1,330.00CR	099008	
	I-71861	ASTRO HYDRAULICS INC	R	5/17/2022		464.45CR	099008	
	I-71920	ASTRO HYDRAULICS INC	R	5/17/2022		52.50CR	099008	1,846.95
0020	BADGERLAND PRINTING INC							
	I-38095	BADGERLAND PRINTING INC	R	5/17/2022		495.88CR	099009	
	I-38102	BADGERLAND PRINTING INC	R	5/17/2022		64.00CR	099009	
	I-38149	BADGERLAND PRINTING INC	R	5/17/2022		171.00CR	099009	
	I-38159	BADGERLAND PRINTING INC	R	5/17/2022		92.00CR	099009	822.88
0023	BATTERIES PLUS LLC							
	I-P50981549	BATTERIES PLUS LLC	R	5/17/2022		25.75CR	099010	25.75
6404	BAY AREA TESTING & CONSULTING LLC							
	I-5532	BAY AREA TESTING & CONSULTING	R	5/17/2022		111.10CR	099011	111.10
0027	BAY TOWEL INC							
	I-4338055	BAY TOWEL INC	R	5/17/2022		120.40CR	099012	
	I-4338056	BAY TOWEL INC	R	5/17/2022		184.36CR	099012	304.76
4286	JEDD BRADLEY							
	I-202205112988	JEDD BRADLEY	R	5/17/2022		48.00CR	099013	48.00
0038	BROADWAY AUTOMOTIVE INC							
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	I-588656P	BROADWAY AUTOMOTIVE INC	R	5/17/2022		162.92CR	099014	452.28

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			R	5/17/2022		480.00CR	099016	760.00
0044	BROWN COUNTY REGISTER OF DEEDS I-202205112989	BROWN COUNTY REGISTER OF DEEDS	R	5/17/2022		249.50CR	099017	249.50
0050	CAMERA CORNER INC I-INV50044	CAMERA CORNER INC	R	5/17/2022		3,990.00CR	099018	3,990.00
6724	CARASOFT TECHNOLOGY CORP I-33013528INV	CARASOFT TECHNOLOGY CORP	R	5/17/2022		5,033.00CR	099019	5,033.00
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			R	5/17/2022		4,250.00CR	099020	8,250.00
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			R	5/17/2022		1,950.82CR	099021	2,427.02
8443	CINTAS I-4117329312 I-4117971511 I-4118660069	CINTAS CINTAS CINTAS	R	5/17/2022		38.85CR	099022	
			R	5/17/2022		38.85CR	099022	
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2708	CLEANING SOLUTION SERVICES INC I-22263 I-22268 I-22305 I-22306	CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC	R	5/17/2022		1,758.93CR	099023	
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			R	5/17/2022		282.42CR	099023	4,629.69
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7337	COMPASS MINERALS AMERICA I-991936 I-994870	COMPASS MINERALS AMERICA COMPASS MINERALS AMERICA	R	5/17/2022		15,075.54CR	099025	
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7639	CORE & MAIN LP							
	I-Q110925	CORE & MAIN LP	R	5/17/2022		30,000.00CR	099027	30,000.00
0217	COUNTRY VISIONS COOPERATIVE							
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5940	DE PERE CINEMA							
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8054	DFI - SOLUTIONS IN PRINT							
	I-22041205	DFI - SOLUTIONS IN PRINT	R	5/17/2022		87.50CR	099031	87.50
0075	DIGGERS HOTLINE INC							
	I-220 4 36401	DIGGERS HOTLINE INC	R	5/17/2022		948.74CR	099032	948.74
8778	ELECTRICAL SERVICES EMERG COM SYSTEMS							
	I-3554	ELECTRICAL SERVICES EMERG COM	R	5/17/2022		4,575.00CR	099033	4,575.00
0086	ERC INC							
	I-ERC-0522-1067	ERC INC	R	5/17/2022		494.45CR	099034	494.45
7422	EXCEL UNDERGROUND LLC							
	I-9719	EXCEL UNDERGROUND LLC	R	5/17/2022		7,963.56CR	099035	7,963.56
0093	FEDERAL EXPRESS CORP							
	I-7-729-69797	FEDERAL EXPRESS CORP	R	5/17/2022		26.68CR	099036	26.68
0331	FERGUSON WATERWORKS #1476 INC							
	I-357415	FERGUSON WATERWORKS #1476 INC	R	5/17/2022		1,920.00CR	099037	1,920.00
5481	FIRST AYD							
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	I-13173803-00	FIRST SUPPLY LLC	R	5/17/2022		94.71CR	099039	
	I-13192311-00	FIRST SUPPLY LLC	R	5/17/2022		22.77CR	099039	507.61
1068	FOX VALLEY TRUCK & BODY INC							
	I-56104	FOX VALLEY TRUCK & BODY INC	R	5/17/2022		420.43CR	099040	420.43
7767	FREEDOM OVERHEAD DOORS							
	I-44759	FREEDOM OVERHEAD DOORS	R	5/17/2022		260.00CR	099041	260.00
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	I-9276347540	GRAINGER INC	R	5/17/2022		25.13CR	099043	
	I-9282730101	GRAINGER INC	R	5/17/2022		89.25CR	099043	
	I-9285635448	GRAINGER INC	R	5/17/2022		302.58CR	099043	294.22
7918	HARRIS COMPUTER SYSTEMS							
	I-MN00137667	HARRIS COMPUTER SYSTEMS	R	5/17/2022		283.90CR	099044	283.90
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-W38283	HURCKMAN MECHANICAL INDUSTRIES	R	5/17/2022		1,338.13CR	099045	
	I-W38335	HURCKMAN MECHANICAL INDUSTRIES	R	5/17/2022		75.00CR	099045	1,413.13
5484	HYDROCORP INC							
	I-66647-IN	HYDROCORP INC	R	5/17/2022		2,787.00CR	099046	
	I-66971-IN	HYDROCORP INC	R	5/17/2022		3,420.00CR	099046	6,207.00
1399	INDOFF INC							
	I-3561111	INDOFF INC	R	5/17/2022		509.98CR	099047	
	I-3561906	INDOFF INC	R	5/17/2022		93.31CR	099047	
	I-3562883	INDOFF INC	R	5/17/2022		51.10CR	099047	
	I-3562967	INDOFF INC	R	5/17/2022		70.48CR	099047	
	I-3563341	INDOFF INC	R	5/17/2022		19.18CR	099047	
	I-3563608	INDOFF INC	R	5/17/2022		62.34CR	099047	
	I-3563985	INDOFF INC	R	5/17/2022		44.85CR	099047	
	I-3564138	INDOFF INC	R	5/17/2022		527.31CR	099047	
	I-3564429	INDOFF INC	R	5/17/2022		188.35CR	099047	
	I-3565892	INDOFF INC	R	5/17/2022		231.96CR	099047	1,798.86

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6171	INTERNATIONAL TRANSLATORS							
	I-SWT-103	INTERNATIONAL TRANSLATORS	R	5/17/2022		325.00CR	099048	325.00
8779	JOHNSON'S NURSERY INC							
	I-MO-7992-1	JOHNSON'S NURSERY INC	R	5/17/2022		450.00CR	099049	450.00
7620	JT ENGINEERING INC							
	I-210095-03	JT ENGINEERING INC	R	5/17/2022		31,000.00CR	099050	31,000.00
1276	JX ENTERPRISES INC							
	C-14213644P	JX ENTERPRISES INC	R	5/17/2022		26.00	099051	
	C-14214789P	JX ENTERPRISES INC	R	5/17/2022		135.00	099051	
	I-14210253P	JX ENTERPRISES INC	R	5/17/2022		324.99CR	099051	
	I-14211757P	JX ENTERPRISES INC	R	5/17/2022		21.21CR	099051	
	I-14213093P	JX ENTERPRISES INC	R	5/17/2022		303.76CR	099051	
	I-14213549P	JX ENTERPRISES INC	R	5/17/2022		9.20CR	099051	
	I-14213554P	JX ENTERPRISES INC	R	5/17/2022		2,307.13CR	099051	
	I-14213904P	JX ENTERPRISES INC	R	5/17/2022		4.36CR	099051	
	I-14214120P	JX ENTERPRISES INC	R	5/17/2022		92.99CR	099051	
	I-14214222P	JX ENTERPRISES INC	R	5/17/2022		192.59CR	099051	3,095.23
3140	KUNDINGER FLUID POWER INC							
	I-50692676	KUNDINGER FLUID POWER INC	R	5/17/2022		1,748.99CR	099052	1,748.99
4617	LANGUAGE LINE SERVICES							
	I-10518190	LANGUAGE LINE SERVICES	R	5/17/2022		22.05CR	099053	22.05
6940	JESSE LAWRENZ							
	I-202205112993	JESSE LAWRENZ	R	5/17/2022		250.00CR	099054	250.00
8424	VILLAGE OF LITTLE CHUTE							
	I-202205112994	VILLAGE OF LITTLE CHUTE	R	5/17/2022		116.85CR	099055	116.85
7446	MACQUEEN EQUIPMENT GROUP							
	I-P03701	MACQUEEN EQUIPMENT GROUP	R	5/17/2022		476.00CR	099056	
	I-P03756	MACQUEEN EQUIPMENT GROUP	R	5/17/2022		11,247.00CR	099056	
	I-P23668	MACQUEEN EQUIPMENT GROUP	R	5/17/2022		2,402.76CR	099056	
	I-P23755	MACQUEEN EQUIPMENT GROUP	R	5/17/2022		45.82CR	099056	14,171.58
0173	MENARDS INC							
	I-96866	MENARDS INC	R	5/17/2022		54.88CR	099057	
	I-96985	MENARDS INC	R	5/17/2022		171.74CR	099057	
	I-97058	MENARDS INC	R	5/17/2022		140.00CR	099057	
	I-97335B	MENARDS INC	R	5/17/2022		63.27CR	099057	
	I-97356	MENARDS INC	R	5/17/2022		151.87CR	099057	
	I-97370	MENARDS INC	R	5/17/2022		32.78CR	099057	
	I-97399	MENARDS INC	R	5/17/2022		61.78CR	099057	
	I-97546	MENARDS INC	R	5/17/2022		60.93CR	099057	
	I-97584	MENARDS INC	R	5/17/2022		9.99CR	099057	
	I-97641	MENARDS INC	R	5/17/2022		4.97CR	099057	
	I-97660	MENARDS INC	R	5/17/2022		1,558.22CR	099057	
	I-97661	MENARDS INC	R	5/17/2022		183.92CR	099057	

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-97662	MENARDS INC	R	5/17/2022		143.88CR	099057	
	I-97697	MENARDS INC	R	5/17/2022		56.14CR	099057	
	I-97703	MENARDS INC	R	5/17/2022		43.96CR	099057	
	I-97710	MENARDS INC	R	5/17/2022		10.97CR	099057	
	I-97882	MENARDS INC	R	5/17/2022		11.21CR	099057	
	I-97894	MENARDS INC	R	5/17/2022		20.79CR	099057	
	I-97921	MENARDS INC	R	5/17/2022		151.96CR	099057	
	I-97998	MENARDS INC	R	5/17/2022		62.41CR	099057	
	I-98038	MENARDS INC	R	5/17/2022		67.92CR	099057	
	I-98231	MENARDS INC	R	5/17/2022		13.99CR	099057	3,077.58
VOID	VOID CHECK		V	5/17/2022			099058	**VOID**
8402	MIDSTATES RECREATION							
	I-SINV-04382	MIDSTATES RECREATION	R	5/17/2022		154.00CR	099059	154.00
8431	MULTI MEDIA CHANNELS LLC							
	I-42759	MULTI MEDIA CHANNELS LLC	R	5/17/2022		439.51CR	099060	
	I-IN68918	MULTI MEDIA CHANNELS LLC	R	5/17/2022		213.27CR	099060	
	I-IN70130	MULTI MEDIA CHANNELS LLC	R	5/17/2022		142.92CR	099060	
	I-IN71280	MULTI MEDIA CHANNELS LLC	R	5/17/2022		216.27CR	099060	
	I-IN72352	MULTI MEDIA CHANNELS LLC	R	5/17/2022		71.73CR	099060	1,083.70
3191	NCI							
	I-AR24263	NCI	R	5/17/2022		49.90CR	099061	
	I-AR25214	NCI	R	5/17/2022		52.40CR	099061	
	I-AR25554	NCI	R	5/17/2022		52.40CR	099061	154.70
7129	NELSON TACTICAL							
	I-2529	NELSON TACTICAL	R	5/17/2022		596.18CR	099062	596.18
8780	NORTHEAST ASPHALT INC							
	I-1790598	NORTHEAST ASPHALT INC	R	5/17/2022		1,156.61CR	099063	1,156.61
0531	NORTHEAST AUTO PARTS INC							
	I-356921	NORTHEAST AUTO PARTS INC	R	5/17/2022		13.64CR	099064	
	I-365679	NORTHEAST AUTO PARTS INC	R	5/17/2022		63.93CR	099064	
	I-365743	NORTHEAST AUTO PARTS INC	R	5/17/2022		154.33CR	099064	
	I-365828	NORTHEAST AUTO PARTS INC	R	5/17/2022		36.56CR	099064	
	I-365842	NORTHEAST AUTO PARTS INC	R	5/17/2022		17.55CR	099064	
	I-365848	NORTHEAST AUTO PARTS INC	R	5/17/2022		39.88CR	099064	
	I-365859	NORTHEAST AUTO PARTS INC	R	5/17/2022		87.52CR	099064	
	I-365866	NORTHEAST AUTO PARTS INC	R	5/17/2022		12.70CR	099064	
	I-365912	NORTHEAST AUTO PARTS INC	R	5/17/2022		23.34CR	099064	
	I-365973	NORTHEAST AUTO PARTS INC	R	5/17/2022		30.34CR	099064	
	I-366175	NORTHEAST AUTO PARTS INC	R	5/17/2022		105.97CR	099064	
	I-366334	NORTHEAST AUTO PARTS INC	R	5/17/2022		221.39CR	099064	
	I-366379	NORTHEAST AUTO PARTS INC	R	5/17/2022		39.16CR	099064	
	I-366382	NORTHEAST AUTO PARTS INC	R	5/17/2022		234.67CR	099064	
	I-366451	NORTHEAST AUTO PARTS INC	R	5/17/2022		13.49CR	099064	
	I-366479	NORTHEAST AUTO PARTS INC	R	5/17/2022		38.90CR	099064	
	I-366524	NORTHEAST AUTO PARTS INC	R	5/17/2022		18.29CR	099064	

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-366581	NORTHEAST AUTO PARTS INC	R	5/17/2022		213.29CR	099064	
	I-366582	NORTHEAST AUTO PARTS INC	R	5/17/2022		23.34CR	099064	1,388.29
VOID	VOID CHECK		V	5/17/2022			099065	**VOID**
5433	NORTHEAST WI TECH COLLEGE							
	I-CS35886	NORTHEAST WI TECH COLLEGE	R	5/17/2022		165.00CR	099066	
	I-CS35913	NORTHEAST WI TECH COLLEGE	R	5/17/2022		650.00CR	099066	
	I-SFT0000123750	NORTHEAST WI TECH COLLEGE	R	5/17/2022		240.00CR	099066	1,055.00
3250	NORTHERN LAKE SERVICE							
	I-417325	NORTHERN LAKE SERVICE	R	5/17/2022		120.00CR	099067	
	I-417581	NORTHERN LAKE SERVICE	R	5/17/2022		619.52CR	099067	739.52
0194	OLSON TRAILER & BODY LLC							
	I-107102C	OLSON TRAILER & BODY LLC	R	5/17/2022		318.00CR	099068	318.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-187234	OSHKOSH FIRE & POLICE EQUIPMEN	R	5/17/2022		81.13CR	099069	
	I-187327	OSHKOSH FIRE & POLICE EQUIPMEN	R	5/17/2022		71.00CR	099069	152.13
5222	P J KORTENS & CO INC							
	I-10023595	P J KORTENS & CO INC	R	5/17/2022		1,264.55CR	099070	
	I-10023596	P J KORTENS & CO INC	R	5/17/2022		10,375.00CR	099070	
	I-10023597	P J KORTENS & CO INC	R	5/17/2022		905.00CR	099070	
	I-10023607	P J KORTENS & CO INC	R	5/17/2022		1,692.00CR	099070	14,236.55
1331	PACKER FASTENER & SUPPLY INC							
	I-676577	PACKER FASTENER & SUPPLY INC	R	5/17/2022		1.60CR	099071	
	I-676649	PACKER FASTENER & SUPPLY INC	R	5/17/2022		274.25CR	099071	
	I-677794	PACKER FASTENER & SUPPLY INC	R	5/17/2022		4.45CR	099071	
	I-678844	PACKER FASTENER & SUPPLY INC	R	5/17/2022		12.22CR	099071	
	I-685437	PACKER FASTENER & SUPPLY INC	R	5/17/2022		42.56CR	099071	
	I-685533	PACKER FASTENER & SUPPLY INC	R	5/17/2022		180.03CR	099071	
	I-691953	PACKER FASTENER & SUPPLY INC	R	5/17/2022		282.71CR	099071	
	I-692661	PACKER FASTENER & SUPPLY INC	R	5/17/2022		243.95CR	099071	
	I-692694	PACKER FASTENER & SUPPLY INC	R	5/17/2022		74.75CR	099071	1,116.52
0208	POMP'S TIRE SERVICE INC							
	I-90077276	POMP'S TIRE SERVICE INC	R	5/17/2022		500.47CR	099072	
	I-90077297	POMP'S TIRE SERVICE INC	R	5/17/2022		520.04CR	099072	1,020.51

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0209	POOL WORKS INC I-224101-1	POOL WORKS INC	R	5/17/2022		960.00CR	099073	960.00
1246	PREVEA HEALTH I-137517	PREVEA HEALTH	R	5/17/2022		312.50CR	099074	312.50
8781	PROFESSIONAL MGMT COACHING INC I-473	PROFESSIONAL MGMT COACHING INC	R	5/17/2022		2,500.00CR	099075	2,500.00
7923	QUEST DIAGNOSTICS I-T 1431798	QUEST DIAGNOSTICS	R	5/17/2022		109.62CR	099076	109.62
8277	R BAUMAN & ASSOCIATES SC I-1348	R BAUMAN & ASSOCIATES SC	R	5/17/2022		1,358.10CR	099077	1,358.10
0225	RED D MIX CONCRETE INC I-85453	RED D MIX CONCRETE INC	R	5/17/2022		144.60CR	099078	144.60
7914	SABA SOFTWARE (CANADA) INC I-49598	SABA SOFTWARE (CANADA) INC	R	5/17/2022		6,710.44CR	099079	6,710.44
3234	SHERWIN WILLIAMS I-0122-0 I-6246-4	SHERWIN WILLIAMS SHERWIN WILLIAMS	R R	5/17/2022 5/17/2022		1,672.20CR 211.56CR	099080 099080	 1,883.76
1446	SNAP ON INDUSTRIAL I-ARV/52574450	SNAP ON INDUSTRIAL	R	5/17/2022		509.50CR	099081	509.50
0252	SOUTHSIDE TIRE CO INC I-3107661	SOUTHSIDE TIRE CO INC	R	5/17/2022		550.00CR	099082	550.00
8782	STANARD & ASSOCIATES INC I-SA000050182	STANARD & ASSOCIATES INC	R	5/17/2022		377.50CR	099083	377.50
0752	SYSTEMS FURNITURE LLC I-37665	SYSTEMS FURNITURE LLC	R	5/17/2022		4,997.63CR	099084	4,997.63
1528	TEAM APPAREL & SPECIALTIES INC I-125928	TEAM APPAREL & SPECIALTIES INC	R	5/17/2022		166.75CR	099085	166.75
7888	TITLETOWN DRONES LLC I-22-305	TITLETOWN DRONES LLC	R	5/17/2022		1,353.20CR	099086	1,353.20

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5701	TOTER LLC I-20INV000083010	TOTER LLC	R	5/17/2022		28,190.66CR	099087	28,190.66
0268	TRUCK EQUIPMENT INC I-1002201-00 I-998792-00 I-998794-00	TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC	R R R	5/17/2022 5/17/2022 5/17/2022		19.07CR 481.60CR 99.95CR	099088 099088 099088	 600.62
3858	ULINE I-148128796	ULINE	R	5/17/2022		677.89CR	099089	677.89
0272	UNIFORM SHOPPE INC I-321170	UNIFORM SHOPPE INC	R	5/17/2022		995.00CR	099090	995.00
0277	VAN'S FIRE & SAFETY INC I-4157853 I-4158039	VAN'S FIRE & SAFETY INC VAN'S FIRE & SAFETY INC VAN'S FIRE & SAFETY INC	R R	5/17/2022 5/17/2022		484.44CR 191.00CR	099091 099091	 675.44
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC I-9010	VANDEN PLAS PORTABLE SOLUTIONS	R	5/17/2022		153.23CR	099092	153.23
8783	VITAL SIGNS I-298326	VITAL SIGNS	R	5/17/2022		180.00CR	099093	180.00
5892	VONBRIESEN & ROPER SC I-389935	VONBRIESEN & ROPER SC	R	5/17/2022		220.50CR	099094	220.50
1697	VYRON CORP I-377209	VYRON CORP	R	5/17/2022		910.00CR	099095	910.00
2645	WI DEPT OF JUSTICE I-202205122995	WI DEPT OF JUSTICE	R	5/17/2022		56.00CR	099096	56.00
6418	WI DEPT OF NATURAL RESOURCES I-370-0000024622 I-WU96581 I-WU97956	WI DEPT OF NATURAL RESOURCES WI DEPT OF NATURAL RESOURCES WI DEPT OF NATURAL RESOURCES WI DEPT OF NATURAL RESOURCES	R R R	5/17/2022 5/17/2022 5/17/2022		75.00CR 125.00CR 125.00CR	099097 099097 099097	 325.00
6469	WI DOCUMENT IMAGING I-167679	WI DOCUMENT IMAGING	R	5/17/2022		1,868.88CR	099098	1,868.88
7857	WISCNET I-19055	WISCNET	R	5/17/2022		1,800.00CR	099099	1,800.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	94	0.00	254,089.36	254,089.36
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	96	0.00	254,089.36	254,089.36

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	5/2022	119,305.58CR
201	5/2022	11,541.02CR
208	5/2022	375.27CR
285	5/2022	154.38CR
291	5/2022	6.00CR
292	5/2022	141.10CR
297	5/2022	30.00CR
405	5/2022	32,011.24CR
415	5/2022	13,744.82CR
450	5/2022	476.20CR
601	5/2022	65,071.01CR
650	5/2022	11,232.74CR
=====		
ALL		254,089.36CR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 17, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
