



Common Council

Regular Meeting

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

Agenda

Tuesday, May 17, 2016

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **May 17, 2016 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the May 3, 2016 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Proclamation recognizing Jean Nicolet Chapter National Society Daughters of the American Revolution's 110 Years of Service presented by Mayor Walsh.
6. Recommendation from the License Committee on renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Intoxicating Liquor Licenses, and Reserve "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2016 to June 30, 2017.
7. Recommendation from the License Committee on an application for a Class "B" Beer and "Class B" Reserve Liquor License for Birder Studio of Performing Arts, Inc. (DBA Broadway Theatre), 123 S. Broadway, De Pere, WI. Submitted by Birder Studio of Performing Arts, Inc., Agent: Paul Bakken, 2781 Berken Ct, Green Bay, WI.
8. Recommendation from the Finance/Personnel Committee to approve transfer of funds from the Capital Projects Fund to relocate fiber optic cable that feeds voice and data services to the MSC.
9. Recommendation from Finance & Personnel Committee to approve Construction Change Order for Fire Station 2 Renovation.
10. Recommendation from the Board of Public Works to Award the Contract for Project 16-05 Sidewalk, Curb, and Concrete Pavement Repair to Fischer Ulman Construction Inc. In the Amount of \$281,083.70.
11. Recommendation from the Board of Public Works to Award the Contract for Project 16-10 HVAC Maintenance Rebid to B & P Mechanical in the Amount of \$176,410.00
12. Amended Ordinance 16-05 Amending Chapter 8 De Pere Municipal Code regarding Possession of Weapons in City Buildings
13. Ordinance #16-08, Amending §2-3(C) De Pere Municipal Code Creating a Municipal Board of Absentee Ballot Canvassers.

14. Resolution #16-53, Authorizing Economic Development Grant to Birder Studio of Performing Arts, Inc.
15. Resolution #16-54, Authorizing the Negotiation of an Economic Development Loan with D2 Ingredients LP
16. Resolution #16-55, Supporting Southern Metropolitan Area Environmental Impact Statement (EIS) Detailed Study Alternative 2 (New Fox River Bridge, Connecting Arterial Street System Between Rockland Road and Red Maple/Southbridge Roads With a Full-Access Interchange at Interstate 41)
17. Resolution 16-56, Authorizing Contractor Agreement Between the City of De Pere and Badger Concrete Lifting (Mudjacking)
18. Resolution 16-57, Authorizing Contractor Agreement Between the City of De Pere and All Star Cutting & Coring, LLC (Concrete Grinding)
19. Resolution #16-58, Awarding Official City Newspaper Contract.
20. Approve funding for emergency replacement of compressor at the Community Center
21. Appointments and re-appointments to various boards and commissions by Mayor Walsh.
22. Southern Bridge Project Status Report
23. Voucher Approval.
24. Operator License Applications.
25. Future agenda items.
26. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Shirley VerBruggen, Jean Nicolet Chapter NSDAR
Leroy Fischer, Fischer-Ulman
Badger Concrete Lifting
Tom Tennesen, All Star Cutting & Coring
Paul Bakken
Kathleen Schmaltz
Bishnu Adhikari
Robert Green

Sharada Adhikari
Rickey Teegarden
Corey Kroll
Patel Roshankumar K
Mary Besaw
Jessica Bumbard
Kevin Osadjan
Michael Thomas Eserkaln
Casey Lane Hawkinson
Elizabeth Vandeyacht
Constance Stiles
Leslie Conard
Thomas Nick
Raymond Hoffman
Bryan Vander Bloomen
Terrie DuBois
McKim Boyd
Michael John Wilmet
Doreen Martin
Paul William Huss

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the May 3, 2016 Common Council Meeting.

ATTACHMENTS:

- 5-03-2016 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, May 3, 2016

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on May 3, 2016 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
James Boyd	Alderman	Present
Dan Carpenter	Alderman	Present
Scott Crevier	Alderman	Present
Michael Donovan	Alderman	Present
Ryan Jennings	Alderman	Present
Larry Lueck	Alderman	Present
Dean Raasch	Alderman	Present
Lisa Rafferty	Alderman	Present

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the April 19, 2016 Common Council Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderman
SECONDER:	Scott Crevier, Alderman
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

4. Public comment upon matters not on the agenda or other announcements.

Alderman Crevier announced that May is National Historic Preservation month. To celebrate, we'll have a couple of events going on here in De Pere. First, Matt Hohner, executive director of Definitely De Pere, will host a contest on Facebook where he'll post close up photos of historic buildings from around the city, and viewers can try to guess what building it is. He'll have various prizes donated by local merchants. If you're interested, visit the Definitely De Pere Facebook page.

Also, as part of National Historic Preservation Month, this Saturday, May 7, we'll have the opportunity to participate in the St. Norbert College Historic Buildings tour. There will be 4 identical tours offered at 10:00 a.m., 11:30 a.m., 1:00 p.m., and 2:30 p.m. The tour guide will be Erick Konop, a junior history major at St. Norbert. Erick has done extensive research on campus buildings, and will feature six buildings in the tour, including two that are on the National Register of Historic Places. This is a one-hour walking tour, which will start and end on the curb in front of Old St. Joseph Church. The tours are free and open to the public, no registration required. Free parking is available in the lot across the street. For more info about these happenings during National Historic Preservation Month, contact Scott Crevier or visit DefinitelyDePere.org.

5. Recommendation from the Board of Park Commissioners to approve Portable Agreement with VandenPlas Sanitation Inc.

Attachment: 5-03-2016 Common Council Minutes (4700 : Approval of the Minutes of the May 3, 2016 Common Council Meeting.)

Aldersperson Crevier asked about the documents showing a variety of agreement dates. Parks Director Marty Kosobucki explained that the agreement in place will run for this year only.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Aldersperson
SECONDER:	Lisa Rafferty, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

6. Recommendation from the Board of Park Commissioners to approve Donation from Cellcom for the use of 2 Cell Phones for 2016 Summer Day Camp.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Scott Crevier, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

7. Recommendation from the Board of Park Commissioners to approve Soda Machine Agreement for 2016-2019.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Aldersperson
SECONDER:	Larry Lueck, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

8. Recommendation from the License Committee on an application for a "Class A" Liquor License for Walgreen Co. (d.b.a. Walgreens #15637), 150 South Wisconsin Street, De Pere WI. Submitted by Walgreen Co., Agent: John Gilkey, N1819 Baileys Harbor Rd., Greenville, WI 54942.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	James Boyd, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

9. Request for Contingency Funds to Fund Seasonal Building Maintenance Employee
- City Administrator Larry Delo explained that these funds will actually come from unassigned reserves; there is no longer a contingency fund.
- Discussion followed regarding the different scenarios with worker's compensation and light duty that the department may face.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Aldersperson
SECONDER:	Scott Crevier, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

10. Appointments and re-appointments to Boards and Commissions by Mayor Walsh.
- Aldersperson Lueck moved, seconded by Aldersperson Boyd to approve the Standing Committee appointments. Upon vote, motion carried unanimously.
- Aldersperson Raasch moved, seconded by Aldersperson Rafferty to approve the Citizen Committee appointments. Upon vote, motion carried unanimously.

11. Discussion Regarding Impact of Utilizing All or a Portion of the Stadium Tax Rebate to Partially Fund Future Debt Payments

City Administrator Larry Delo explained that the Council asked for staff to provide them with the impact of applying the stadium tax rebate to the impending debt bubble. An equal share of money would be applied to the debt payments beginning in 5 years and this payment will offset tax levy from going towards the payments. The impact on the mill rate is shown in the chart. Alderperson Raasch expressed that he is concerned this does not retire any debt and that the City isn't doing anything with the money to generate funds. He believes that balancing this between debt payments and economic development will be best for the City as a whole. Alderperson Jennings agreed and stated that the tax savings per \$100,000 of assessed value doesn't seem worth going this route and that economic development could be more beneficial. Alderperson Boyd stated he supports more than 50% of the refund going towards economic development. Discussion followed. Alderperson Crevier expressed that if the Council decides to put it towards economic development that we identify what we will spend it on and set deadlines for coming to decisions on the spending. Mayor Walsh said this idea to put it towards the impending debt bubble can stay on the table, but we should identify other ideas as well. City Administrator Larry Delo suggested talking about areas of focus for the development and identifying in which area the money should be spent, and then working from there. Alderperson Boyd requested that the results of the survey and the impact chart be posted on the City website. Discussion followed. Alderperson Carpenter requested an explanation of the debt bubble be posted on the website with this information as well.

12. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

13. Operator License Applications.

CITY OF DE PERE -May 3, 2016					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	GREGORASH, RUSS	1335 S. NORWOOD AV #12	GREEN BAY	WI	54304
2	KRUEGER, ANTHONY C.	700 CANBERRY CT	DE PERE	WI	54115
3	SCHIERLAND, KURT J.	237 COOLIDGE ST	GREEN BAY	WI	54301
4	TRIMBERGER, JESSICA R.	405 LA WE ST	GREEN BAY	WI	54301
Temporary Operator License Applications					
1	BUSSIERE, NATALIA H.	745 SIMONET ST	GREEN BAY	WI	54301
2	DE VOE, CRAIG S.	1700 BIEMERET ST	GREEN BAY	WI	54303
3	DOROW, MONETTE R.	1920 TERRY LN	DE PERE	WI	54115
4	HEMB, MARSHA L.	1923 HILLSIDE LN	GREEN BAY	WI	54302
5	KOEHN, PAUL E.	940 HILLY HAVEN CT	GREEN BAY	WI	54311
6	MC DONALD, DONALD J.	2021 WHISTLING SWAN CI	DE PERE	WI	54115
7	MEYER, PAULA K.	1411 MISSION HEIGHTS RD	DE PERE	WI	54115
8	VAN VEGHEL, DAVID T.	408 N. GOOD HOPE RD	DE PERE	WI	54115
9	WENDT, JEROLD W.	1774 CORVALLIS CT	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	VAN STRATEN, TANYA L.	319 MARSH ST	DE PERE	WI	54115
New Operator License Applications for the 2016-2018 Licensing Period					
1	CONARD, WADE M.	2769 HUMBOLDT RD	GREEN BAY	WI	54311
2	DOROW, MACKENZIE R.	1920 TERRY LN	DE PERE	WI	54115
3	FRENCH, KAYLEY C.	2204 CRARY ST	GREEN BAY	WI	54304
4	HAEGELE, RICK L.	2419 WATSON CI	DE PERE	WI	54115
5	NICK, JOHN R.	605 N. BROADWAY	DE PERE	WI	54115
6	ROWE, TANYA E.	514 1/2 LEWIS ST	DE PERE	WI	54115
7	SMITS, SAMUEL S.	985 ALDRIN ST	DE PERE	WI	54115

Aldersperson Boyd moved, seconded by Aldersperson Raasch to deny Previously Tabled Operator License Applications #1, 2, and 4 and to table Previously Tabled Operator License Application #3. Upon vote, motion carried unanimously.

Aldersperson Boyd moved, seconded by Aldersperson Raasch to approve Temporary Operator License Applications #1-9. Upon vote, motion carried unanimously.

Aldersperson Boyd moved, seconded by Aldersperson Raasch to table 2014-2016 Operator License Application #1. Upon vote, motion carried unanimously.

Aldersperson Boyd moved, seconded by Aldersperson Raasch to approve 2016-2018 Operator License Applications #1-7. Upon vote, motion carried unanimously.

14. Future agenda items.

Aldersperson Donovan requested another bridge report.

15. Adjournment.

Aldersperson Raasch moved, seconded by Aldersperson Crevier to adjourn the meeting at 8:17 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk - Treasurer

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Proclamation recognizing Jean Nicolet Chapter National Society Daughters of the American Revolution's 110 Years of Service presented by Mayor Walsh.

ATTACHMENTS:

- Jean Nicolet Chapter National Society Daughters of American 2016 (PDF)

PROCLAMATION

RECOGNIZING JEAN NICOLET CHAPTER NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION'S 110 YEARS OF SERVICE

WHEREAS, The National Society Daughters of the American Revolution was founded 125 years ago to honor the memory and the spirit of the men and women who achieved American independence; and

WHEREAS, Members have since fulfilled this vibrant service organization's mission to promote historic preservation, education and patriotism; and

WHEREAS, The Jean Nicolet Chapter was founded on May 30, 1906 in De Pere, Wisconsin to complete this important service work on the local level; and

WHEREAS, Daughters are currently celebrating both their founding and their future by continuing to provide service; and

WHEREAS, It is fitting and proper to accord official recognition to this vital organization and its memorable anniversary.

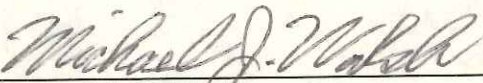
NOW, THEREFORE I, Michael J. Walsh, by virtue of the authority vested in me as Mayor of the City of De Pere, Wisconsin do hereby honor:

JEAN NICOLET CHAPTER NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION'S 110 YEARS OF SERVICE

AND ask our citizens to reaffirm the ideals of our nation's founders and to honor and respect the freedoms guaranteed to us through the Declaration of Independence and the United States Constitution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 15th day of May, 2016.

CITY OF DE PERE, WISCONSIN


Michael J. Walsh, Mayor



City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Intoxicating Liquor Licenses, and Reserve "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2016 to June 30, 2017.

ATTACHMENTS:

- Renewal List_5-17-16 (PDF)
- Class A Combo Renewals_5-17-16 (PDF)
- Class B Combo Renewals_5-17-16 (PDF)
- Class B Reserve Renewals_5-17-16 (PDF)

MAY 17, 2016 LICENSE COMMITTEE MEETING

Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Intoxicating Liquor Licenses, and Reserve "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2016 to June 30, 2017.

CLASS "A" BEER & "CLASS A" LIQUOR

- 1) The Day Spa Ltd. (DBA The Day Spa), 600 N. Tenth St. Submitted by The Day Spa Ltd., Agent: Kathleen Schmaltz, 3418 Delahaut St, Green Bay, WI.
- 2) De Pere Minimart LLC (DBA De Pere Minimart), 821 George Street. Submitted by De Pere Minimart LLC, Agent: Bishnu Adhikari, 4024 E. Braeburn Dr., Appleton, WI.
- 3) De Pere Y-Mart LLC (DBA De Pere Y-Mart), 1017 Fourth St. Submitted by De Pere Y-Mart LLC, Agent: Robert R. Green, 2037 Green Acres Ct., De Pere WI.
- 4) DU Convenience (DBA DU Convenience), 1605 Fort Howard Av. Submitted by DU Convenience, Agent: Sharada Adhikari, 4024 E. Braeburn Dr., Appleton, WI.
- 5) TS Fest, Inc. (DBA Festival Foods), 1001 Main Av. Submitted by TS Fest, Inc., Agent: Rickey J. Teegarden, 2945 Emma Lane Drive, Green Bay, WI.
- 6) CK Convenience, Inc. (DBA Reid Street Station), 401 Reid Street. Submitted by CK Convenience, Inc., Agent: Corey Kroll, 2505 Klondike Court, Green Bay, WI.
- 7) Northern Gas, LLC (DBA You Pump), 302 N. Broadway St. Submitted by Northern Gas, LLC, Agent: Patel Roshankumar K, 3520 N. Meadowsweet Ln., Appleton, WI.

CLASS "B" BEER & "CLASS B" LIQUOR

- 1) Mary Besaw (DBA Buddha's Still), 363 Main Av. Submitted by Mary Besaw, 3412 Clay St., Green Bay, WI.
- 2) Harp & Eagle, Ltd. (DBA Chateau De Pere/Cafe Chanson), 201 James St. Submitted by Harp & Eagle, Ltd., Agent: Jessica N. Bumbard, 920 Lee Av, De Pere, WI.
- 3) Gallagher's Pizza Inc (DBA Gallagher's Pizza), 330 Reid St. Submitted by Gallagher's Pizza Inc., Agent: Kevin Osadjan, 3217 W. Twin Pines Court, Green Bay, WI.
- 4) Green Room Theatre LLC (DBA The Green Room), 353 Main Av. Submitted by Green Room Theatre LLC, Agent: Michael Thomas Eserkaln, 224 Fort Howard Av, De Pere, WI.
- 5) Keweenaw Pub, Inc. (DBA Keweenaw Pub & Pasta), 368 Main Av. Submitted by Keweenaw Pub, Inc., Agent: Casey Lane Hawkinson, 368 Main Av Apt 1, De Pere, WI.

- 6) The Landing Bar & Grill, LLC (DBA The Landing Bar & Grill), 1605 Fort Howard Av. Submitted by The Landing Bar & Grill, LLC, Agent: Elizabeth A. Vandeyacht, 1463 Sunset Beach Rd, Suamico, WI.
- 7) Manhattan Lanes LLC (DBA Manhattan Lanes), 1120 S. Broadway St. Submitted by Manhattan Lanes LLC, Agent: Constance M. Stiles, 1024 Cardinal Ln., Green Bay, WI.
- 8) George Street Bar LLC, (DBA McGeorge's Pub), 415 George St. Submitted by George Street Bar LLC, Agent: Leslie M. Conard, 2769 Humboldt Rd., Green Bay, WI.
- 9) Nickys Inc (DBA Nicky's Lionhead Tavern and Grill), 331 Main Av. Submitted by Nickys Inc., Agent: Thomas M. Nick, 5029 Edgewater Beach Rd., Green Bay, WI.
- 10) Hoffman Investments, Inc. (DBA Old No. 7), 121 N. Tenth St. Submitted by Hoffman Investments, Inc., Agent: Raymond Hoffman, 1140 Aldrin St., De Pere, WI.
- 11) Bryan M. Vander Bloomen (DBA Replay Sports Bar and Grill), 1731 Fort Howard Av. Submitted by Bryan M. Vander Bloomen, 1334 Sand Acres Dr., De Pere, WI.
- 12) St. Norbert College Inc. (DBA St. Norbert College), 100 Grant St. Submitted by St. Norbert College Inc., Agent: Terrie DuBois, 729 Bascom Way, Green Bay, WI.
- 13) DKG Entertainment LLC (DBA Sidekicks Bar & Grill), 930 Main Av. Submitted by DKG Entertainment LLC, Agent: Denise A. Gajeski, 846 Elm St, De Pere, WI.
- 14) Union Hotel Corporation (DBA Union Hotel), 200 N. Broadway St. Submitted by Union Hotel Corporation, Agent: McKim Boyd, 1075-1 Misty Meadow Ci, De Pere, WI.

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

- 1) WJM Enterprise LLC (DBA Firehouse Bar & Grill), 338 Main Av. Submitted by WJM Enterprise LLC, Agent: Michael John Wilmet, 2524 Bittersweet Av, Green Bay, WI.
- 2) La Vie Boheme LLC (DBA La Vie Boheme), 421 George St, Ste. 101. Submitted by La Vie Boheme LLC, Agent: Doreen M. Martin, 502 Lewis St, De Pere, WI.
- 3) The Cover LLC (DBA The Longbranch), 334 Main Av. Submitted by The Cover LLC, Agent: Paul William Huss, 2514 Turnbury Rd, Green Bay, WI.

**CLASS "A" BEER/"CLASS A" LIQUOR
RENEWALS FOR THE
2016-2017 LICENSING PERIOD**

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7/1/16 ending: 6/30/17
(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 ☐ Partnership ☐ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

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

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

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

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

President/Member Kathleen F. Schmaltz 3418 Delahant Street Green Bay WI 54301

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Kathleen Schmaltz

Directors/Managers _____

C. 1. Trade Name The Day SpaBusiness Phone Number 920 339 52502. Address of Premises 600 N. 10th St De PerePost Office & Zip Code De Pere WI 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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.) The main building - except for N 10th wing suite

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 28 day of April, 20 16[Signature]
(Clerk/Notary Public)My commission expires 8-3-18[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

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

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-28-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2016 ending: 06/30/2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
▶ Adhikari, Bishnu prasad 4024 E Braeburn Dr Appleton WI 54913B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ▶ De Pere Miniment LLC

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

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

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Bishnu Adhikari</u>	<u>4024 E Braeburn Dr Appleton WI 54913</u>	
Vice-President/Member	<u>Dharani Paudel</u>	<u>5109 N. Applehead Dr Appleton WI 54913</u>	
Secretary/Member			
Treasurer/Member			
Agent ▶	<u>Bishnu Adhikari</u>		
Directors/Managers			

- C.1. Trade Name ▶ De Pere Miniment Business Phone Number 920-336-1519
2. Address of Premises ▶ 821 George St Post Office & Zip Code ▶ De Pere WI 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1528 sq ft. made of concrete & blocks
5. Legal description (omit if street address is given above): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☒ Yes ☐ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain.** ☐ Yes ☒ No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 25th day of April, 20 16Carey Danner
(Clerk/Notary Public)My commission expires 8-4-17

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

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

[Signature]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-25-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-16 ending: 6-30-17
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of De Pere
☐ Village of De Pere
☒ City of De PereCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
Robert Ronald Gauer 2037 Gauer Avenue St. De Pere Wis. 54615B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company De Pere Y-Mat LLCAddress of Corporation/Limited Liability Company (if different from licensed premises) De Pere Wis. 54615

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

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

President/Member Robert Ronald Gauer 2037 Gauer Avenue St. De Pere Wis. 54615

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Robert R. Gauer

Directors/Managers _____

C. 1. Trade Name De Pere Y-Mat Business Phone Number 920-336-62662. Address of Premises 1017 4th St. De Pere Post Office & Zip Code 546153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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.) De Pere Y-Mat LLC5. Legal description (omit if street address is given above): Co Store / Gas station6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 26th day of April, 20 16Carey Danner
(Clerk/Notary Public)My commission expires 3-4-17Robert Ronald Gauer
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)_____
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)_____
(Additional Partner(s)/Member/Manager of Limited Liability Company if any)**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>4-26-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

recpt #
111936

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2016 ending: 06/30/2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brow Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company (P)
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
Adhikari, Sharada 4024 E Braeburn Dr Appleton WI 54913
Paule, Jeeta 5109 N Appleton Dr Appleton WI 54913B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company DU ConvenienceAddress of Corporation/Limited Liability Company (if different from licensed premises) DU Convenience

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

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Sharada Adhikari</u>	<u>4024 E Braeburn Dr Appleton WI 54913</u>	
Vice President/Member	<u>Jeeta Paule</u>	<u>5109 N Appleton Dr Appleton WI 54913</u>	
Secretary/Member			
Treasurer/Member			
Agent	<u>Sharada Adhikari</u>		
Directors/Managers			

- C. 1. Trade Name DU Convenience Business Phone Number 920-338-8876
2. Address of Premises 1605 Fort Howard Ave Post Office & Zip Code De Pere WI 54411
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.) 3800 sq ft building made with
5. Legal description (omit if street address is given above): block & concrete
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☒ Yes ☐ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain.** ☐ Yes ☒ No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☐ Yes ☒ No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 22nd day of May, 20 16Carey J. Janner
(Clerk/Notary Public)My commission expires 8-4-17

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

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

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-2-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

INSTRUCTIONS FOR RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION (AT-115)**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. Each 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:

The Officer(s) 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:

Members/managers must sign application. Follow procedure under Corporations for any change of members or agent.

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME Shavada Adhikari STATUTE NO./LOCAL ORDINANCE _____
 CHARGE operator did not have WHERE CONVICTED 1605 Fort Howard Ave.
operator's license
 DATE 11/26/2016 PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 CHARGE _____ WHERE CONVICTED _____
 DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

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

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2016 ending: 06/30/2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De PereCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

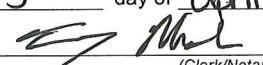
B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company TS Fest Inc.Address of Corporation/Limited Liability Company (if different from licensed premises) 237 2nd Avenue South, Onalaska, WI 54650

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

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Mark David Skogen</u>	<u>11050 Hawthorne Heights Dr.</u>	<u>De Pere, WI 54115</u>
Vice President/Member			
Secretary/Member	<u>Kirk Allan Stoa</u>	<u>N6818 Jo Johnson Rd.</u>	<u>Holmen, WI 54636</u>
Treasurer/Member	<u>Kirk Allan Stoa</u>	<u>N6818 Jo Johnson Rd.</u>	<u>Holmen, WI 54636</u>
Agent	<u>Rickey Jay Teegarden</u>	<u>2945 Emma Lane Dr.</u>	<u>Green Bay, WI 54311</u>
Directors/Managers	<u>Director - Mark Skogen</u>	<u>Agent - Rickey Teegarden</u>	

C. 1. Trade Name Festival FoodsBusiness Phone Number 920-336-65202. Address of Premises 1001 Main AvenuePost Office & Zip Code De Pere, WI 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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.) 21,700 sq. ft 1 story building, separate W+S5. Legal description (omit if street address is given above): Checkout, backroom storage area6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. 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 ☐ No11. Is the applicant prohibited from wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 5 day of April, 20 16


 (Clerk/Notary Public)
My commission expires Aug 3, 2019


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



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

 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)
TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-13-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-16 ending: 6-30-17
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } DePue
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

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

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

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

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Cory M Kroll</u>	<u>2505 Klondike Ct. Green Bay, WI 54311</u>	
Vice President/Member	<u>11</u>	<u>11</u>	
Secretary/Member	<u>11</u>	<u>11</u>	
Treasurer/Member	<u>11</u>	<u>11</u>	
Agent	<u>11</u>	<u>11</u>	
Directors/Managers	<u>11</u>	<u>11</u>	

C. 1. Trade Name Reid St Station Business Phone Number 337-90012. Address of Premises 401 Reid St Post Office & Zip Code DePue 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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.) Eastly 75' of Bldg (35x75) 262549.ft.

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 20th day of April, 2016Spencer J. Tobison
(Clerk/Notary Public)My commission expires 4-20-16Cory M Kroll
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

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

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-20-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1, 2016 ending: June 30, 2017
(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 ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
▶ Patel Rochankumar K 3520 N. Meadowsweet Ln Appleton WI 54911B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ▶ Northern Gray LLC

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

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

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Patel Rochankumar K</u>	<u>3520 N. Meadowsweet Ln</u>	<u>Appleton WI 54911</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Patel Rochankumar K</u>		
Directors/Managers			

C. 1. Trade Name ▶ You Pump Business Phone Number 920 336 42252. Address of Premises ▶ 302 N. Brownway Post Office & Zip Code ▶ De Pere 541153. 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.) _____

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 28th day of April, 20 16[Signature]
(Clerk/Notary Public)My commission expires 8-3-18[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)[Signature]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)**TO BE COMPLETED BY CLERK**

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

**CLASS "B" BEER/"CLASS B" LIQUOR
RENEWALS FOR THE
2016-2017 LICENSING PERIOD**

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 2016 ending: June 30 2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De PereCounty of BROWN Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

MARY SUSAN BESAW

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

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

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

Title

Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member Owner MARY SUSAN BESAW 3412 Clay St
Vice President/Member GREENBAY WI 54301

Secretary/Member _____

Treasurer/Member _____

Agent _____

Directors/Managers _____

C. 1. Trade Name BUDDHA'S STILL Business Phone Number 920 784-33342. Address of Premises 363 MAIN AVE Post Office & Zip Code 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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 COOLERS & SOLD IN BAR

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 26th day of April, 20 16Carey D. Men
(Clerk/Notary Public)My commission expires 8-4-17Mary S. Besaw
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

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

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-26-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

rpt
11935

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2015 ending: 06/30/2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of } De Pere
County of _____ Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

▶ Harp's Eagle Limited 234 S. Washington St. Green Bay WI 54301B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ▶ Harp's Eagle Limited

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

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

Title

Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member Cary James O'DWANNY 150 Colt Court Green Bay WI 54302

Vice President/Member _____

Secretary/Member Dennis Radtke 1203 North Ave Sheboygan, WI 53083

Treasurer/Member _____

Agent ▶ Jessica N. Bumbard 920 Lee Ave De Pere WI 54115

Directors/Managers _____

C. 1. Trade Name ▶ Chateau De Pere / Cafe ChansonBusiness Phone Number (920) 347-00072. Address of Premises ▶ 201 James StreetPost Office & Zip Code ▶ De Pere WI 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Hotel, bar, & restaurant

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)**SUBSCRIBED AND SWORN TO BEFORE ME**this 26th day of April, 20 16Carey Danner
(Clerk/Notary Public)My commission expires 8-4-17Jessica Bumbard
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)RT O'Dwanny
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)Pluto
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>4-26-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7/1/16 ending: 6/30/17
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☒ Village of DuPore
☐ City ofCounty of BROWN Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company GALLAGHER'S PIZZA, INCAddress of Corporation/Limited Liability Company (if different from licensed premises) 330 RICH ST

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

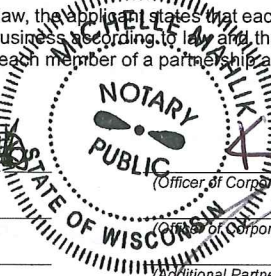
Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	KEVIN LOUIS OSADJAN	3217 W. TWIN PINES CT.	G.P. 54311
Vice President/Member			
Secretary/Member	JOHN WARD HUBBARD	370 GITTENS CT	DuPore 54815
Treasurer/Member			
Agent	KEVIN OSADJAN		
Directors/Managers			

C. 1. Trade Name GALLAGHER'S PIZZABusiness Phone Number 337-66662. Address of Premises 330 RICH STPost Office & Zip Code DuPore 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) BAR, DINING ROOM, WALK-IN COOLER

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 5th day of April, 2016,
Michelle Maltz
(Clerk/Notary Public)My commission expires 12/15/2019**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>4-22-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1, 2016 ending: June 30, 2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☒ Village of DePue
☐ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization**Complete A or B. All must complete C.**

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Green Room Theatre LLC

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

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

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

President/Member Michael Thomas Essekahn P.O. Box 6101 DePue, WI 54115

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Michael Thomas Essekahn

Directors/Managers _____

C. 1. Trade Name The Green Room Business Phone Number 920-9 83-09662. Address of Premises 353 Main Ave. Post Office & Zip Code DePue 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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/Lobby, Storage Room, Performance Space

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)**SUBSCRIBED AND SWORN TO BEFORE ME**this 23rd day of April, 2016Jennifer Johnson
(Clerk/Notary Public)My commission expires 8-3-18

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

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

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-25-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1 2016 ending: June 30 2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De PereCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Keweenaw Pub IncAddress of Corporation/Limited Liability Company (if different from licensed premises) PO Box 5764 De Pere WI

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

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

President/Member Casey Lane Hawkinson 368 Main Ave Apt 1 De Pere WI 54115Vice President/Member Leonard Michael Bal 771 Frederick Ct AP 4 Green Bay WI 54113Secretary/Member Bruce Lane Hawkinson 109 Fourth Ave Norway MI 49870

Treasurer/Member

Agent CASEY Lane Hawkinson

Directors/Managers

C. 1. Trade Name Keweenaw Pub & Pasta Business Phone Number 920-337-47442. Address of Premises 368 Main Ave Post Office & Zip Code De Pere WI 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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, Full basement, deck

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 27th day of April, 20 16Casey Lane
(Clerk/Notary Public)My commission expires 8-4-17Bruce Lane Hawkinson
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-27-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1, 2016 ending: June 30, 17
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization**Complete A or B. All must complete C.****A. Individual or Partnership:**

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company The Landing Bar & Grill, LLC

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

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

Title

Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member President Elizabeth A. Vandeyock 1443 Sunset Blvd. Rd. Suamico, W. 54173

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Elizabeth A. Vandeyock

Directors/Managers _____

C. 1. Trade Name The Landing Bar & Grill Business Phone Number 926-983-69502. Address of Premises 1605 Fort Howard Ave. Suite C Post Office & Zip Code De Pere, WI 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Bar, Cooler, Storage Area, Outside Bar Area

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No7. 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 ☒ No8. 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 ☒ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)**SUBSCRIBED AND SWORN TO BEFORE ME**this 26th day of April, 2016Carey J. Pamer
(Clerk/Notary Public)My commission expires 8-4-17Elizabeth A. Vandeyock
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

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

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-26-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-16 ending: 6-30-17
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } DEPERE
☒ City of }County of BROWN Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

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

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

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

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>CONSTANCE M. STILES</u>	<u>1024 CARDINAL LN.</u>	<u>GREEN BAY, WI. 54313</u>
Vice President/Member	<u>DAVID L. JOHNSON</u>	<u>1024 CARDINAL LN.</u>	<u>GREEN BAY, WI. 54313</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>CONSTANCE M. STILES</u>		
Directors/Managers			

C. 1. Trade Name MANHATTAN LANES Business Phone Number 920-336-80662. Address of Premises 1120 S. BROADWAY Post Office & Zip Code DEPERE, WI. 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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.) BOWLING ALLEY/BAR

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 26 day of April, 20 16Jordan Bradley Weuve
(Clerk/Notary Public)My commission expires May 13, 2019**JORDAN BRADLEY WEUVE**
NOTARY PUBLIC
STATE OF WISCONSIN

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

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

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-26-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2016 ending: 06/30/2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of DePere
☐ Village of DePere
☒ City of DePere
County of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization**Complete A or B. All must complete C.**

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

Conard, LeslieB. Full Name of Corporation/Nonprofit Organization/Limited Liability Company George St Pub LLC
Address of Corporation/Limited Liability Company (if different from licensed premises) 415 George St DePere WI 54115
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Leslie Mae Conard</u>	<u>2769 Humboldt Rd Green Bay WI 54311</u>	
Vice President/Member			
Secretary/Member	<u>same</u>		
Treasurer/Member			
Agent	<u>Leslie Conard</u>		
Directors/Managers			

- C. 1. Trade Name McGeorge's Pub Business Phone Number 920 217-0377
2. Address of Premises 415 George St DePere WI 54115 Post Office & Zip Code 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☐ Yes ☒ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) basement, pool room, kitchen, coolers, bar, bathrooms
5. Legal description (omit if street address is given above): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain.** ☐ Yes ☒ No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 8th day of April, 20 16Cathy Doherty
(Clerk/Notary Public)My commission expires 8-4-17Conard

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

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

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-8-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: July 1 2016 ending: June 30 2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De PereCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Nicky's IncAddress of Corporation/Limited Liability Company (if different from licensed premises) De Pere, WI 54115

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

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	Thomas Michael Nick	5029 Edgewood Beach Rd. Green Bay, WI	54311
Vice President/Member	John Robert Nick	605 N. Broadway	De Pere, WI 54115
Secretary/Member	Thomas Michael Nick	5029 Edgewood Beach Rd. Green Bay, WI	54311
Treasurer/Member	John Robert Nick	605 N. Broadway	De Pere, WI 54115
Agent	Thomas M. Nick		
Directors/Managers	Tom Olejniczak	1543 Fox Ridge Ct De Pere, WI	54115

C. 1. Trade Name Nicky's Lionhead Tavern and Grill Business Phone Number (920) 983-29912. Address of Premises 331 Main Ave. Post Office & Zip Code De Pere, WI 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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
Front Bar/Back Bar Restaurant/Upper Apartment

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 12 day of April, 20 16Carey J. Munn
(Clerk/Notary Public)My commission expires 8-4-17Thomas M. Nick
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)John Robert Nick
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)Tom Olejniczak
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>4-12-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07 01 2016 ending: 06 30 2017
(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. n/a (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)	Home Address	Post Office & Zip Code
Hoffman, Raymond	1140 Aldrin St De Pere WI 54115	
Hoffman, Frederick	1726 O'Hearn Lane De Pere WI 54115	

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ▶ Hoffman Investments Inc

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

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

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	Raymond J Hoffman	1140 Aldrin St De Pere WI 54115	
Vice President/Member	Frederick R Hoffman	1726 O'Hearn Lane De Pere WI 54115	
Secretary/Member			
Treasurer/Member			
Agent ▶	Raymond Hoffman	1140 Aldrin St De Pere WI 54115	
Directors/Managers			

- C. 1. Trade Name ▶ Old No 7 Business Phone Number 920-337-6369
2. Address of Premises ▶ 121 N 10th Street Post Office & Zip Code ▶ De Pere WI 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Bar room 30x40 26x30, Patio 10x30
5. Legal description (omit if street address is given above): Basement 40x48 32x30
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No
9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] ☒ Yes ☐ No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 18 day of April, 2016Alice C. Koerth
(Clerk/Notary Public)My commission expires 11/23/19

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

Frederick R Hoffman
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

Additional Partner(s)/Member/Manager of Limited Liability Company if Any

TO BE COMPLETED BY CLERK

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

rcpt #
111700

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07 01 2016 ending: 06 30 2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of } **De Pere**County of **Brown** Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☒ Individual ☐ Partnership ☐ Limited Liability Company
☐ Corporation/Nonprofit Organization**Complete A or B. All must complete C.****A. Individual or Partnership:**Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
▶ **Vander Bloomen, Bryan Michael** 1334 Sand Acres Dr. De Pere 54115**B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ▶**

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

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

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member			
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent ▶			
Directors/Managers			

C. 1. Trade Name ▶ **Replay Sports Bar and 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 ☐ No4. 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, Tiki Bar**

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)**SUBSCRIBED AND SWORN TO BEFORE ME**this 18th day of April, 20 16Carey Danen
(Clerk/Notary Public)My commission expires 8-4-17[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)[Signature]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>4-18-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

rpt
111692

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07 01 2016 ending: 06 30 2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of } DE PERE

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

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

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ST. NORBERT COLLEGE,Address of Corporation/Limited Liability Company (if different from licensed premises) 100 GRANT ST D 54115

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

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	THOMAS KUNKEL	1527 FOX RIDGE CT	54115
Vice President/Member			
Secretary/Member	AMY SORENSON	1521 BAY HIGHLANDS	54311
Treasurer/Member	EILEEN JAHNKE	3435 BAY HIGHLANDS	54311
Agent	TERRIE DUBOIS	729 BASCOM WAY	54311
Directors/Managers			

C. 1. Trade Name ST. NORBERT COLLEGEBusiness Phone Number 920-403-13522. Address of Premises SEE ATTACHEDPost Office & Zip Code 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SEE ATTACHED

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. 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 ☒ No8. 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 ☒ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 26th day of April, 20 16Gabriel A. Wery
(Clerk/Notary Public)
My commission expires Feb. 14, 2020Amy Sorenson
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)Eileen Jahnke
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-27-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/1/2016 (MM DD YYYY) ending: 6/30/2017 (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of DE PERECounty of BROWN Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company DKG ENTERTAINMENT LLC
Address of Corporation/Limited Liability Company (if different from licensed premises) 846 ELM ST. DE PERE, WI 54115
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	DENISE AGNES GAJESKI	846 ELM ST	DE PERE, WI 54115
Vice President/Member	KURT JAMES GAJESKI	846 ELM ST	DE PERE, WI 54115
Secretary/Member			
Treasurer/Member			
Agent	DENISE A. GAJESKI		
Directors/Managers			

- C. 1. Trade Name SIDEKICKS BAR & Grill Business Phone Number 920-336-9556
2. Address of Premises 930 MAIN AVE Post Office & Zip Code DE PERE, WI 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) BAR, LIQUOR ROOM, INDOOR COOLERS
5. Legal description (omit if street address is given above): OUTSIDE PATIO ON EAST SIDE OF BLDG.
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 18th day of April, 20 16

Mary Kay L. Przeworski
(Clerk/Notary Public)

My commission expires 11-18-18

Denise A. Gajeski
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

Kurt James Gajeski
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-25-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7/1/2016 ending: 6/30/2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De PereCounty of Brown Aldermanic Dist. No. 6 (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

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

Home Address

Post Office & Zip Code

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

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

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

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

President/Member Mary C. Boyd 302 Legion Ct De Pere WI 54115Vice President/Member Patrick T. Boyd 985 N Broadway De Pere WI 54115Secretary/Member McKim T. Boyd 1015-1 Mitty Meadow De Pere, WI 54115

Treasurer/Member

Agent McKim T. BoydDirectors/Managers Mary C. Boyd, Patrick T. Boyd, McKim T. BoydC. 1. Trade Name Union Hotel Business Phone Number 920-336-61312. Address of Premises 200 N Broadway Post Office & Zip Code 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. 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 adjacent5. Legal description (omit if street address is given above): barn, cocktail lounge, bar room & dining rooms6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 20 day of AprilRalph A Witte
(Clerk/Notary Public)My commission expires 2-5-17**RALPH A WITTE**
Notary Public
State of WisconsinMary C. Boyd
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)Patrick T. Boyd
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)McKim T. Boyd
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>4-21-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

rpt
111767

**CLASS "B" BEER/RESERVE "CLASS B" LIQUOR
RENEWALS FOR THE
2016-2017 LICENSING PERIOD**

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2016 ending: 06/30/2017
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } DePere
☒ City of }County of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
▶ Wilmet Michael John 2524 Bittersweet Ave. Green Bay WI 54301B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ▶ WJMA Enterprise, LLC

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

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

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Michael John Wilmet</u>	<u>2524 Bittersweet Ave</u>	<u>Green Bay</u>
Vice President/Member	_____	_____	_____
Secretary/Member	_____	_____	_____
Treasurer/Member	_____	_____	_____
Agent ▶	<u>Michael John Wilmet</u>	_____	_____
Directors/Managers	_____	_____	_____

C. 1. Trade Name ▶ Firehouse Bar & Grill Business Phone Number 920 403-14802. Address of Premises ▶ 338 Main Ave. DePere WI 54115 Post Office & Zip Code ▶ 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☐ Yes ☐ No4. 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 story Building with 4 Room5. Legal description (omit if street address is given above): Includes Basement6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete reverse side** ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side** ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 14th day of April, 20 16Shana D. Ledner
(Clerk/Notary Public)

My commission expires _____

Paul Wilmet
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)_____
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)_____
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>4-14-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-16 ending: 6-30-17
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☐ City of } De PereCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:
Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip CodeB. Full Name of Corporation/Nonprofit Organization/Limited Liability Company La Vie Boheme LLC
Address of Corporation/Limited Liability Company (if different from licensed premises) 421 George St Ste 101 De Pere, WI 54115
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Del Daniel Martin</u>	<u>479 S. Huron Rd Green Bay WI 54311</u>	
Vice President/Member	<u>Doreen Marie Martin</u>	<u>502 Lewis St De Pere, WI 54115</u>	
Secretary/Member			
Treasurer/Member			
Agent	<u>Doreen Martin</u>		
Directors/Managers			

C. 1. Trade Name La Vie Boheme Business Phone Number 920-403-1770
2. Address of Premises 421 George St Ste 101 Post Office & Zip Code De Pere 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☐ Yes ☐ No4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1450 sq ft Bar, Seating, Supply Room, outdoor/indoor overhang

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

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. 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 ☒ No8. 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 ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. 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 ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 28th day of April, 20 16Jennifer T. Johnson
(Clerk/Notary Public)My commission expires 8-3-18X Doreen Martin
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)[Signature]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-27-16</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 7-1- 20 16 ;
ending 6-30- 20 17TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } DePere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

1. The named
- ☐
- INDIVIDUAL
- ☐
- PARTNERSHIP
- ☒
- LIMITED LIABILITY COMPANY
-
- ☐
- CORPORATION/NONPROFIT ORGANIZATION

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name):
- The Cover LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Managing Member Paul William Huss</u>	<u>2514 Turnbury Rd</u>	<u>Green Bay WI 54313</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Paul William Huss</u>		
Directors/Managers			

3. Trade Name The Longbranch Business Phone Number 920-639-4770
4. Address of Premises 334 Main Ave DePere WI Post Office & Zip Code 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date 10-20-08 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Tavern with basement, storage room
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE MEthis 28th day of April, 20 16Cheryl Danner
(Clerk/Notary Public)My commission expires 8-4-17Paul W Huss
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>7-28-16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

I am submitting a AT-106 application, not a renewal, because my business partner, Kathleen Broder, is no longer associated with The Cover LLC. The Longbranch Saloon is still owned by The Cover LLC, Paul Huss agent, like it has been for the past 6 years. Nothing else has changed.

Thank You,

Paul Huss

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: May 17, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an application for a Class "B" Beer and "Class B" Reserve Liquor License for Birder Studio of Performing Arts, Inc. (DBA Broadway Theatre), 123 S. Broadway, De Pere, WI. Submitted by Birder Studio of Performing Arts, Inc., Agent: Paul Bakken, 2781 Berken Ct, Green Bay, WI.

ATTACHMENTS:

- Broadway Theatre_5-17-16 (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning May 18 20 16 ;
ending June 30 20 16 ;TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } DePere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

1. The named
- ☐
- INDIVIDUAL
- ☐
- PARTNERSHIP
- ☐
- LIMITED LIABILITY COMPANY
-
- ☒
- CORPORATION/NONPROFIT ORGANIZATION

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

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

Studio of Performing Arts, Inc

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>MS</u>	<u>Alicia Bakken</u>	<u>2781 Berken Ct</u>	<u>Green Bay, WI 54304</u>
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent	<u>Mr.</u>	<u>Paul Bakken</u>	<u>2781 Berken Ct</u>	<u>Green Bay, WI 54304</u>
Directors/Managers				

3. Trade Name Broadway Theatre Business Phone Number 920-339-9999
4. Address of Premises 123 S Broadway Post Office & Zip Code DePere, WI 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state Wisconsin and date 9/2/10 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Utility Room: Storage Main Performance Hall: Sales
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE MEthis 2nd day of May, 20 16Caren D. Men
(Clerk/Notary Public)My commission expires 8-4-17Alicia Bakken
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)Paul Bakken
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-2-16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: Information Technology

FROM: Steve Massey

SUBJECT: Recommendation from the Finance/Personnel Committee to approve transfer of funds from the Capital Projects Fund to relocate fiber optic cable that feeds voice and data services to the MSC.

Transfer of \$1250 approved at Finance meeting on 05/10/16.

ATTACHMENTS:

- Mayor & F-P - fund transfer request 5-4-16 (DOCX)
- 6th St Pole Transfer Quotation of Services 05-09-16 (PDF)
- HBI Quote - City of De Pere Revised Pole Transfer (PDF)

MEMORANDUM

TO: Mayor Michael J. Walsh
Finance/Personnel Committee Members

FROM: Steve Massey, City IT Administrator

DATE: May 4, 2016

RE: Request to Transfer Funds from Capital Projects

On April 30, 2016 Wisconsin Public Service (WPS) replaced a failing utility pole located at 925 S Sixth St in front of the Municipal Service Center (MSC). The failing utility pole contains an aerial fiber optic attachment point for the City of De Pere Fiber Optic Facility (DFOF) that feeds voice and data services to the MSC. As a result the aerial fiber optic attachment point must be relocated to the new utility pole to continue providing voice and data services to the MSC.

The Fiber Optic Fund account (#208-50000-215) in the city's Special Fund is used to fund outsidess services such as Digger's Hotline fiber locates and DFOF maintenance. Cost breakdown estimates as follows (Note: pricing below is an estimate as we are waiting on final quotes):

- | | |
|--|---------------|
| • Redirect fiber duct from existing pole to new pole | \$1,500 |
| • Transfer aerial attachment to new pole | <u>\$ 500</u> |
| Total | \$2,000 |

In order to pay the \$2,000 to relocate the aerial fiber optic cable that feeds voice and data services to the MSC, a transfer of \$2,000 from Capital Projects to the Fiber Optic Fund is necessary.

If you have any questions or concerns, please let me know.

SDM

Attachment

H:\DFOG\Finance-Personel Committee\Mayor & F-P - fund transfer request 5-4-16.docx

Attachment: Mayor & F-P - fund transfer request 5-4-16 (4738 : Recommendation from the Finance/Personnel Committee to approve transfer of



Multimedia Communications & Engineering, Inc.
 ☎ (920) 393-3492 - Toll Free: (877) 870-6968 📠 (920) 469-9770 🌐 www.mcae.biz
PO Box 11064 Green Bay, WI 54307

Quotation 05092016-001

Page: 1 of 1

Date 09-May-16

TERMS

Valid for 30 days from above date
 Payment Due Net 30 days

CUSTOMER	
Company Name	City of DePere
Contact	Steve Massey
Address	335 S. Broadway St
City/State/Zip Code	DePere, WI 54115
Phone	920-328-3326
E-mail	smassey@mail.de-pere.com

MC&E Services

Hours	Description	Cost	
		Unit Rate	Total
4	6th Street Pole Transfer <i>On site meeting to prepare scope of work - revise scope of work per new pole location inspection during pole transfer services</i>	\$70.00	\$280.00
Subtotal			\$280.00
Grand Total			\$280.00

AUTHORIZATION

Dan Becker

Authorization
 Multimedia Communications & Engineering

Authorization
 Authorized Customer Representative

5/9/2016
 Date

Customer PO

This Quotation has been prepared using information that was provided from the customer through interaction with authorized Multimedia Communications & Engineering (MC&E) staff. The validity of this quotation has hereby been determined from this information. Changes in scope of services could render parts or all of this quotation invalid, unless otherwise negotiated by MC&E staff and the Customer.

Attachment: 6th St Pole Transfer Quotation of Services 05-09-16 (4738 : Recommendation from the Finance/Personnel Committee to approve



Multimedia Communications & Engineering, Inc.
☎ (920) 393-3492 - Toll Free: (877) 870-6968 📠 (920) 469-9770 🌐 www.mcae.biz
PO Box 11064 Green Bay, WI 54307

May 6th, 2016

Bryan Holtger
Holtger Bros., Inc.
950 Main Ave
DePere, WI 54145

RE: DePere 6th Street Pole transfer Pricing Request

REQUEST FOR QUOTATION

- 1) Re-direct existing 2" duct from existing pole to new pole. WPS placing new pole adjacent to DePere Riser Pole. Crews need to excavate duct and swing it to new pole – existing duct is long enough to go to new pole without split duct. The City of Depere will remove and replace the Sidewalk Panels.

Total Cost: \$ 530.00

- 2) Install Down-guy from new pole attachment to existing Anchor – remove Down-guy from existing pole following pole transfer.

Total Cost: \$ 145.00

- 3) Add Strand from existing pole to new pole, pull slack from inside of building to new pole, top existing pole, transfer aerial attachment to new pole, and install guy guard on northeast quadrant of pole.

Total Cost: \$ 285.00

Signature 

Date 5/9/16

If you have any questions please feel free to contact me. Please return via Email ASAP to dbecker@mcae.biz.

Thank you,

Dan Becker
Multimedia Communications & Engineering, Inc.
Cell: 920-676-3496
Email: dbecker@mcae.biz

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Recommendation from Finance & Personnel Committee to approve Construction Change Order for Fire Station 2 Renovation.

ATTACHMENTS:

- STATION 2 CHANGE ORDER (PDF)
- STATION 2 BUDGET (PDF)

City of De Pere Fire Department

Memo

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

From: Dennis L. Rubin, Fire Chief *DL Rubin*

Date: April 25, 2016

Subject: Fire Station 2 Renovation – Construction Change Order

The Fire Department is requesting permission to move forward with one (1) construction change order for materials and workmanship needed to complete the renovation at Fire Station 2, located at 1180 Grant Street (West Side). The requested change order is listed below:

The architectural firm (SEH, Inc.) and construction company (RJM) have identified the need to add self-leveling cement slabs to the two (2) upstairs toilet rooms. The existing concrete floor topping in the new shower stalls cannot be ground down due to the discovery of electrical conduits within this topping. In order to get a properly pitched floor within these two (2) shower stalls, the best solution is to raise the concrete slabs ½" to 1". The toilet rooms in question are Toilet Rooms 105 and 107 and are both Unisex. The cost of the change order is Not To Exceed \$2,645.00 total. There will be no additional charge for the basement shower.

This essential change order is needed to properly complete the renovation work and to ensure that this facility is able to serve the City of De Pere citizens and visitors now and decades into the future. It is our belief that this project will be completed within the prescribed time (4-months) and within or under budget. In the initial project budget estimate, 15% was identified as the contingency for potential change orders. If the City Council approves this change order at \$2,645, the total change order costs will just below 10% of the overall construction fee.

Thank you for your consideration of this request. We respectfully urge the Finance and Personnel Committee to approve this request and forward it for final approval by the City of De Pere Common Council.

Attachment: RJM Construction Change Order



A Commitment to Excellence

Project Name: DePere Fire Station 2	Project No.	Date: 4/21/16
Street: 1180 Grant St	City: DePere	State WI

Men's bathroom

- Grind concrete, tape off & prime for self --leveling cement
- Pour self leveling cement
- Self leveling material & bonding agent N-T-E

Total men's

\$1,322.50

Women's bathroom

- Grind concrete, tape off & prime for self --leveling cement
- Pour self leveling cement
- Self leveling material & bonding agent N-T-E

Total women's

\$1,322.50

Includes:

- Labor to grind, prep & prime for self leveling cement in restroom area outside of shower.
- Material to cover 1" deep. Credit available for thinner pour if applicable.

Does not include:

- Lower level shower

Respectfully submitted,
Ryan Minschmidt

Ryan J. Minschmidt

| President | RJM Construction LLC

Total Cost \$ 2,645.00 (NOT
 NO AIA MARK-UP \$0 EXC)

Total
 Change
 Order \$ 2,645.00

601 W FOREST STREET • BLACK CREEK WI • 54106
 PHONE: (920) 984-3103 • FAX: (920) 984-1193

Dennis L. Puh
 4/25/16

Attachment: STATION 2 CHANGE ORDER (4731 : Recommendation from Finance/Personnel to approve Const. Change Order for Fire Station 2

**FIRE STATION #2 - 1180 GRANT STREET
RENOVATION PROJECT
ACCOUNT #415-50000-802**

PROJECT STARTING BUDGET CIP FY '16		ACTUAL & ESTIMATED	BUDGET
PAYMENT DESCRIPTION			500,000
1.	Provide Fiber Optic cable	A	39,950
2.	Architectural design fees	A	32,680
3.	Construction costs	A	261,950
4.	Asbestos Abatement (testing & removal)	E	2,000
5.	Commercial Appliances	A	13,180
6.	Extraction washer (machine for firefighting gear w/installation)	E	12,000
7.	Technology, furnishings and household goods	E	20,000
8.	Apparatus room painting and floor sealed (replaced 1 door)	A	15,613
9.	Misc. items (dumpsters, storage shed rental, etc.)	E	5,000
10.	Fire Rescue radio equipment; removal, updates & installation	A	23,095
11.	Turn-out gear lockers and clothing lockers	A	12,222
12.	Outside lighting improvements	A	4,375
13.	Foyer & office space floor covering	A	3,151
14.	Recommended Change Orders	A	25,570
15.	Cabinetry throughout building	A	3,351

TOTAL: \$474,137

REMAINING BALANCE AS OF 5/5/16: \$25,863

Legend:

A = Actual Price

E = Estimated Price

* Rear parking lot improvements - \$29,603

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Award the Contract for Project 16-05 Sidewalk, Curb, and Concrete Pavement Repair to Fischer Ulman Construction Inc. In the Amount of \$281,083.70.

The Board of Public Works recommendation is to award the bid to Fisher Ulman Construction, Inc. in the amount of \$281,083.70.

The budgeted amount is \$291,000. Funding will be \$263,500 from general obligation debt from the capital improvement program (\$36,000 of this is estimated to be assessed for repairs), and \$27,500 from the Park Department capital improvements fund.

The Engineering Department received bids for Project 16-05 Sidewalk, Curb, and Concrete Pavement Repair on April 28, 2016. This work is for maintenance of sidewalk, curb, and concrete pavement repairs. Concrete work will also be performed under this contract at Legion Park, Optimist Park, the Fishing Pier, James Street, and William Street retaining wall. The bids received were as follows:

<u>Bidder</u>	<u>Amount</u>
Fischer Ulman Construction Inc.	\$281,083.70
Martell Construction, Inc.	\$301,537.00
Sommers Construction Company Inc.	\$356,615.00
Jim Fischer, Inc.	\$358,451.95

ATTACHMENTS:

- 16-05 Bid Tab(PDF)

City of De Pere Project 16-05 Sidewalk, Curb, and Concrete Pavement Repair



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Fischer Ulman Construction Inc.		Martell Construction, Inc.		CPR, Inc.		Sommers Construction Co., Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET & DRAINAGE - VARIOUS LOCATIONS											
SD-01	Remove and Replace Doweled 9" Concrete Pavement High-Early Strength	SY	35	\$ 73.00	\$ 2,555.00	\$ 75.00	\$ 2,625.00	\$ 68.00	\$ 2,380.00	\$ 79.45	\$ 2,780.75
SD-02	Remove and Replace Doweled 8" Concrete Pavement High-Early Strength	SY	1210	\$ 69.69	\$ 84,324.90	\$ 64.50	\$ 78,045.00	\$ 66.00	\$ 79,860.00	\$ 74.75	\$ 90,447.50
SD-03	Remove and Replace 6" Concrete Driveway, Sidewalk, and Ramps	SY	485	\$ 53.00	\$ 25,705.00	\$ 57.50	\$ 27,887.50	\$ 90.00	\$ 43,650.00	\$ 58.00	\$ 28,130.00
SD-04	Remove and Replace 4" Concrete Sidewalk	SY	180	\$ 49.85	\$ 8,973.00	\$ 51.00	\$ 9,180.00	\$ 80.00	\$ 14,400.00	\$ 57.00	\$ 10,260.00
SD-05	Remove and Replace 18" Concrete Curb and Gutter Integral	SY	250	\$ 17.92	\$ 4,480.00	\$ 16.00	\$ 4,000.00	\$ 33.00	\$ 8,250.00	\$ 19.45	\$ 4,862.50
SD-06	Remove and Replace 24" Concrete Curb and Gutter	LF	300	\$ 31.10	\$ 9,330.00	\$ 34.00	\$ 10,200.00	\$ 35.00	\$ 10,500.00	\$ 36.00	\$ 10,800.00
SD-07	Install New 6" Concrete Sidewalks and Ramps	SY	70	\$ 47.50	\$ 3,325.00	\$ 48.50	\$ 3,395.00	\$ 72.00	\$ 5,040.00	\$ 52.25	\$ 3,657.50
SD-08	Install New 4" Concrete Sidewalk	SY	400	\$ 42.00	\$ 16,800.00	\$ 46.50	\$ 18,600.00	\$ 63.00	\$ 25,200.00	\$ 51.00	\$ 20,400.00
SD-09	Unclassified Excavation	CY	200	\$ 16.00	\$ 3,200.00	\$ 17.50	\$ 3,500.00	\$ 20.00	\$ 4,000.00	\$ 22.35	\$ 4,470.00
SD-10	Crushed Aggregate Base Course 3/4 Inch	TON	270	\$ 16.50	\$ 4,455.00	\$ 15.00	\$ 4,050.00	\$ 20.00	\$ 5,400.00	\$ 24.45	\$ 6,601.50
SD-11	Additional 10" Width of Excavation and Aggregate Base	LF	50	\$ 12.12	\$ 606.00	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ 18.85	\$ 942.50
SD-12	Drilled Tie Bars	EA	500	\$ 6.70	\$ 3,350.00	\$ 6.50	\$ 3,250.00	\$ 6.00	\$ 3,000.00	\$ 8.00	\$ 4,000.00
SD-13	Drilled Dowel Bars	EA	1400	\$ 12.35	\$ 17,290.00	\$ 12.00	\$ 16,800.00	\$ 10.00	\$ 14,000.00	\$ 13.00	\$ 18,200.00
STREET & DRAINAGE (SIDEWALK REPAIR AREA)											
SD-14	Detectable Warning Field (Yellow)	EA	12	\$ 230.00	\$ 2,760.00	\$ 224.00	\$ 2,688.00	\$ 200.00	\$ 2,400.00	\$ 330.00	\$ 3,960.00
SD-15	Concrete Median Sloped Nose	SF	235	\$ 9.97	\$ 2,342.95	\$ 8.00	\$ 1,880.00	\$ 12.00	\$ 2,820.00	\$ 9.85	\$ 2,314.75
SD-16	Remove and Replace 4" Concrete Sidewalk with Variable Height Integral Curb (James	SY	48	\$ 71.60	\$ 3,436.80	\$ 62.50	\$ 3,000.00	\$ 30.00	\$ 1,440.00	\$ 71.15	\$ 3,415.20
SD-17	Remove and Replace 8" Concrete Driveway, Sidewalk (Alleys)	SY	15	\$ 73.55	\$ 1,103.25	\$ 90.00	\$ 1,350.00	\$ 99.00	\$ 1,485.00	\$ 77.25	\$ 1,158.75
SD-18	Remove and Replace 6" Concrete Sidewalk and Ramps	SY	25	\$ 52.00	\$ 1,300.00	\$ 58.50	\$ 1,462.50	\$ 90.00	\$ 2,250.00	\$ 58.00	\$ 1,450.00
SD-19	Remove and Replace 4" Concrete Sidewalk	SY	350	\$ 49.00	\$ 17,150.00	\$ 51.50	\$ 18,025.00	\$ 80.00	\$ 28,000.00	\$ 57.00	\$ 19,950.00
SD-20	Detectable Warning Field (Yellow)	EA	15	\$ 230.00	\$ 3,450.00	\$ 224.00	\$ 3,360.00	\$ 200.00	\$ 3,000.00	\$ 330.00	\$ 4,950.00
SD-21	Additional 10" Width of Excavation and Aggregate Base	LF	200	\$ 10.00	\$ 2,000.00	\$ 6.00	\$ 1,200.00	\$ 10.00	\$ 2,000.00	\$ 18.85	\$ 3,770.00
SD-22	Salvage and Reset Brick Pavers	SF	20	\$ 19.19	\$ 383.80	\$ 40.00	\$ 800.00	\$ 30.00	\$ 600.00	\$ 75.00	\$ 1,500.00
SPECIAL CONSTRUCTION											
SC-01	Colored Concrete Sealing	SF	50,700	\$ 0.84	\$ 42,588.00	\$ 0.87	\$ 44,109.00	\$ 0.45	\$ 22,815.00	\$ 0.83	\$ 42,081.00
SC-02	William Street Retaining Wall	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 25,300.00	\$ 25,300.00	\$ 32,000.00	\$ 32,000.00	\$ 34,450.00	\$ 34,450.00
SC-03	Fishing Pier Concrete Pad	LS	1	\$ 3,600.00	\$ 3,600.00	\$ 3,380.00	\$ 3,380.00	\$ 11,500.00	\$ 11,500.00	\$ 8,000.00	\$ 8,000.00
SC-04	Remove and Replace Inlet/Catch Basin	EA	1	\$ 2,100.00	\$ 2,100.00	\$ 2,300.00	\$ 2,300.00	\$ 2,500.00	\$ 2,500.00	\$ 4,400.00	\$ 4,400.00
SC-05	Adjust Inlets/Manholes	EA	7	\$ 425.00	\$ 2,975.00	\$ 450.00	\$ 3,150.00	\$ 375.00	\$ 2,625.00	\$ 500.00	\$ 3,500.00
SC-06	Traffic Control (N. Broadway)	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00	\$ 25,000.00	\$ 25,000.00	\$ 18,000.00	\$ 18,000.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Award the Contract for Project 16-10 HVAC Maintenance Rebid to B & P Mechanical in the Amount of \$176,410.00

The Board of Public Works recommendation is to award the contract for Project 16-10 HVAC Maintenance Rebid to B & P Mechanical in the amount of \$176,410.00

The Capital Project budgeted amount for the project is \$185,000. The re-bid and recommendation includes replacing the detectors and controls for the make-up air units at the MSC.

The Engineering Department received bids on Project 16-10 HVAC Maintenance Re-Bid on May 5th. This project involves replacing two make-up air units at the Municipal Service Center and replacing the City Hall air handler & condensing units.

The bids received are as follows:

<u>Bidder</u>	<u>Amount</u>
B & P Mechanical	\$176,410.00
Tweet/Garot Mechanical	\$182,128.00

ATTACHMENTS:

- 16-10 Re-Bid Tab (PDF)

PROJECT 16-10 HVAC MAINTENANCE REBID
BID TAB



				BIDDER NO. 1		BIDDER NO. 2	
				B & P Mechanical, Inc.		Tweet/Garot Mechanical, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	Replace MSC Unit B Make-up Air Units	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 53,090.00	\$ 53,090.00
SP-02	Replace City Hall Air Handler & Condensing Unit	LS	1	\$ 106,500.00	\$ 106,500.00	\$ 124,538.00	\$ 124,538.00
TOTAL AMOUNT BID					\$166,500.00		\$177,628.00
ALTERNATE							
ALT-01	Replace MSC Unit B Make-up Air Unit Carbon Monoxide Detectors, Nitrogen Dioxide Detectors, and Controls	LS	1	\$ 9,910.00	\$ 9,910.00	\$ 4,500.00	\$ 4,500.00
	TOTAL AMOUNT BID WITH ALTERNATES				\$ 176,410.00		\$ 182,128.00

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Amended Ordinance 16-05 Amending Chapter 8 De Pere Municipal Code regarding Possession of Weapons in City Buildings

ATTACHMENTS:

- Ord16-05 Amended (DOCX)
- Mayor & CC - Amending Chapter 8 of DPMC(PDF)
- Ord16-05 (DOCX)
- Ord 11-13 (8-12) as adopted (PDF)
- Ord 11-13 (8-12) as published (PDF)

AMENDED
ORDINANCE #16-05

AMENDING CHAPTER 8 DE PERE MUNICIPAL CODE
REGARDING POSSESSION OF WEAPONS IN CITY BUILDINGS

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN
AS FOLLOWS:

SECTION 1: Section 8-12(a) and (b) *Firearms and other weapons restricted in certain city buildings* is hereby repealed and recreated as follows:

(a) *Definitions.*

- (1) Firearm means a weapon that acts by force of gunpowder.
- (2) Knife means sabers, swords, meat cleavers, box cutters, utility knives, razor blades, excluding safety razors, and other bladed devices of any length except for a pocket knife with a blade of less than 2 ½ inches in length.
- (3) Law enforcement means any person employed by the State of Wisconsin or any political subdivision of this state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances he or she is employed to enforce.
- (4) Weapon means a handgun, an electronic weapon as defined at Wis. Stats. §941.295(1c)(a), or a billy club.

- (b) In addition to the regulations concerning possession of certain weapons in the City found in §8-2(c)(1), and in addition to the provisions of Wis. Stats. §175.60 enumerating places where the carrying of a weapon, a knife or a firearm is prohibited, including exceptions thereto, it shall be unlawful for any person other than a law enforcement officer to enter the following City municipal buildings while carrying a prohibited weapon, a knife or a firearm:

- (1) City Hall.
- (2) Fire Station #1.
- (3) Fire Station #2.
- (4) Community Center.
- (5) Legion Park pool house.
- (6) VFW Park pool house.
- (7) All city well/pump stations.
- (8) Municipal Service Center.

- (c) Signs meeting the requirements of Wis. Stats. § 943.13(2)(bm)1 shall be posted in prominent places near all entrances of such buildings regarding such restrictions.
- (d) Any person who enters or remains in any aforementioned City building contrary to such signage shall be considered a trespasser subject to penalty as proscribed under §8.943.13 of this code.

SECTION 2: Section 8-1 *Offenses against state law subject to forfeiture* is hereby amended by incorporating the prohibitions found in Wis. Stats. §941.231, carrying a concealed knife, as §8.943.231 of this Code.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This amended ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of May, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____
Board/Committee Approval: _____
Publication Date: _____
Effective Date: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Common Council

From: Judith Schmidt-Lehman, City Attorney *Judy*
 Derek Beiderwieden, Police Chief *DB*

RE: Proposed Ordinance Amending §8-12 De Pere Municipal Code (DPMC)
 Regulating Possession of Knives in Municipal Buildings

Date: May 17, 2016

This memo sets forth additional information concerning municipal regulation of knives in municipal buildings and provides options for the Council to consider.

Initially, we want to notify you that the definition of “weapon” in the on-line and hard copy versions of §8-12 DPMC is **incorrect**. The definition of “weapon” enacted under Ordinance 11-13 (copy attached) reads:

“*Weapon* means a handgun, an electronic weapon as defined at Wis. Stats. §941.295, a knife other than a switchblade under Wis. Stats. §941.24, or a billy club.”

However, the definition of “weapon” as found in the codebook dropped the reference to knife, and reads (copy attached):

“*Weapon* means a handgun, an electronic weapon as defined at Wis. Stats §941.24, or a billy club.”

We point this out in case you have looked on-line for our current regulations. The Municipal Code Service has been notified to correct the error.

Additionally, contrary to the earlier interpretation of the effect of 2015 Wisconsin Act 149 (removing knife from definition of dangerous weapon), it is now apparent that this law does not change the City’s ability to enforce the enacted version of §8-12 prohibiting the possession of knives in municipal buildings. The striking of “...knife other than a switchblade under Wis. Stats. §941.24...” in state law does not impact that same language in the City’s ordinance. Therefore, the current ordinance remains in effect and enforceable as written.

Further, we have conducted additional research into the issue of a Wisconsin definition of “knife” and other municipal ordinances regulating the possession of the same. State statutes did not contain a definition of “knife” for purposes of it being a “dangerous weapon” however an unpublished Court of Appeals case found a pocket knife with a 2 1/2 inch blade to be a “dangerous weapon” (*In re: Summer S.W.*, 2009 AP 1495; not eligible for citation). Since a “dangerous weapon” no longer includes a knife (2015 Wisconsin Act 149; Section 8), it is unlikely that a “standard definition” for purposes of this ordinance will be found in state law in the future.

An informal survey of Wisconsin municipalities resulted in eleven (11) responses. These likewise did not result in a "standard" definition. Below are the results of that survey and the following knife prohibitions:

- 2 ½ inch blade - Milwaukee
- 3 inch blade - West Allis and Sheboygan
- Language identical to De Pere - Sun Prairie, Howard, Eau Claire, Wausau, and Ashwaubenon
- Switchblades - Beloit
- "dangerous or deadly weapon" or "bowie knife" - Green Bay
- "any item perceived to be a real weapon, whether or not it is" - Manitowoc

Based upon the above, we would suggest the following options for the Council to consider:

1. Maintain the current ordinance.
2. Amend the current ordinance to provide the following exception:
"This prohibition shall not apply to persons in such municipal buildings carrying knives as defined herein, for the purpose of and while engaged in the repair, construction, reconstruction or rehabilitation of the municipal facility at the request of the City."
3. Amend the current ordinance to specify a certain blade length prohibition.
4. Amend the current ordinance to specify a certain blade length prohibition and provide the exception noted above for municipal repair/construction projects.
5. Amend the current ordinance to define knife as:
"Knife means sabers, swords, meat cleavers and other bladed devices of any length (or modify to specified length) except for a pocket knife of less than 2 ½ inches in length (modify as per council discretion)."
6. Modify the current ordinance as noted in #5 and provide for exception for municipal repair/construction projects.
7. The Council may also consider other inclusions or limitations on any of the above definitions or options.

Attached is a copy of Ordinance #16-05 as proposed on April 19, 2016. The title of the proposed ordinance has been modified to reflect that it pertains to more than just the prohibition of firearms in municipal buildings. Additionally, paragraphs (c) and (d), found in the current ordinance were inadvertently left off of proposed Ordinance #16-05 and therefore have been included in this version.

If you have any question or concerns, please feel free to contact either of us at your convenience.

ORDINANCE #16-05

AMENDING CHAPTER 8 DE PERE MUNICIPAL CODE
REGARDING POSSESSION OF WEAPONS IN CITY BUILDINGS

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN
AS FOLLOWS:

SECTION 1: Section 8-12(a) and (b) *Firearms restricted in certain city buildings*, is
hereby repealed and recreated as follows:

(a) *Definitions.*

- (1) Firearm means a weapon that acts by force of gunpowder.
 - (2) Knife means sabers, swords, meat cleavers, box cutters, utility knives, razor blades, excluding safety razors, and other bladed devices of any length except for a pocket knife with a blade of less than 2 ½ inches in length.
 - (3) Law enforcement means any person employed by the State of Wisconsin or any political subdivision of this state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances he or she is employed to enforce.
 - (4) Weapon means a handgun, an electronic weapon as defined at Wis. Stats. §941.295(1c)(a), or a billy club.
- (b) In addition to the regulations concerning possession of certain weapons in the City found in §8-2(c)(1), and in addition to the provisions of Wis. Stats. §175.60 enumerating places where the carrying of a weapon, a knife or a firearm is prohibited, including exceptions thereto, it shall be unlawful for any person other than a law enforcement officer to enter the following city municipal buildings while carrying a prohibited weapon, a knife or a firearm:
- (1) City Hall.
 - (2) Fire Station #1.
 - (3) Fire Station #2.
 - (4) Community center.
 - (5) Legion Park pool house.
 - (6) VFW Park pool house.
 - (7) All city well/pump stations.
 - (8) Municipal service center.

SECTION 2: Section 8-1 *Offenses against state law subject to forfeiture*, is hereby amended by incorporating the prohibitions found in Wis. Stats. §941.231, carrying a concealed knife, as §8.9431.231 of this Code.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of April, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____
Board/Committee Approval: _____
Publication Date: _____
Effective Date: _____

As adopted by Council 8/2/2011

ORDINANCE #11-13

CREATING § 8-12 DE PERE MUNICIPAL CODE PROHIBITING THE
CARRYING OF WEAPONS AND FIREARMS IN CITY BUILDINGS

THE COMMON COUNCIL OF THE CITY OF DE PERE DO ORDAIN AS FOLLOWS:

Section 1: § 8-12, Firearms restricted in certain City buildings, is hereby created to
read as follows:

(a) Definitions

- (1) *Firearm* means a weapon that acts by force of gunpowder.
- (2) *Law Enforcement* means any person employed by the State of Wisconsin or any political subdivision of this state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances he or she is employed to enforce.
- (3) *Weapon* means a handgun, an electronic weapon as defined at Wis. Stats. §941.295, a knife other than a switchblade under Wis. Stats. §941.24, or a billy club.

(b) In addition to the provisions of Wis. Stats. § 175.60 enumerating places where the carrying of a weapon or a firearm is prohibited, including exceptions thereto, it shall be unlawful for any person other than a law enforcement officer to enter the following city municipal buildings while carrying a weapon or a firearm:

- (1) City Hall
- (2) Fire Station #1
- (3) Fire Station #2
- (4) Community Center
- (5) Legion Park Pool House
- (6) VFW Park Pool House
- (7) All City well/pump stations
- (8) Municipal Service Center

- (c) Signs meeting the requirements of Wis. Stats. § 943.13(2)(bm)1 shall be posted in prominent places near all entrances of such buildings regarding such restrictions.
- (d) Any person who enters or remains in any aforementioned City building contrary to such signage shall be considered a trespasser subject to penalty as proscribed under § 8.943.13 of this code.

Ordinance #11-13

Page 2 of 2

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: This ordinance shall be effective on November 1, 2011.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of
August, 2011.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

City Ordinance Book / On-Line

OFFENSES AGAINST PUBLIC PEACE, SAFETY AND MORALS

§ 8-12

(c) *Penalty.* Any person violating this section shall upon conviction forfeit such amount as is determined by resolution of the common council.

(Ord. No. 10-07, § 1, 5-18-2010)

Sec. 8-12. Firearms restricted in certain city buildings.

(a) *Definitions.*

- (1) *Firearm* means a weapon that acts by force of gunpowder.
- (2) *Law enforcement* means any person employed by the State of Wisconsin or any political subdivision of this state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances he or she is employed to enforce.
- (3) *Weapon* means a handgun, an electronic weapon as defined at Wis. Stats. § 941.24, or a billy club.

(b) In addition to the provisions of Wis. Stats. § 175.60 enumerating places where the carrying of a weapon or a firearm is prohibited, including exceptions thereto, it shall be unlawful for any person other than a law enforcement officer to enter the following city municipal buildings while carrying a weapon or a firearm:

- (1) City Hall.
- (2) Fire Station #1.
- (3) Fire Station #2.
- (4) Community center.
- (5) Legion Park pool house.
- (6) VFW Park pool house.
- (7) All city well/pump stations.
- (8) Municipal service center.

(c) Signs meeting the requirements of Wis. Stats. § 943.13(2)(bm)1 shall be posted in prominent places near all entrances of such buildings regarding such restrictions.

(d) Any person who enters or remains in any aforementioned city building contrary to such signage shall be considered a trespasser subject to penalty as proscribed under § 8.943.13 of this code.

(Ord. No. 11-13, § 1, 8-2-2011)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Ordinance #16-08, Amending §2-3(C) De Pere Municipal Code
Creating a Municipal Board of Absentee Ballot Canvassers.

ATTACHMENTS:

- Ord16-08 Bd of Absentee Ballot Canvassers (DOCX)
- memo to finance re central count ordinance (DOCX)
- PROCEDURES FOR THE CENTRAL COUNT CITY OF DE PERE (PDF)

ORDINANCE #16-08

ADOPTING §2-3(C) DE PERE MUNICIPAL CODE CREATING A
MUNICIPAL BOARD OF ABSENTEE BALLOT CANVASSERS

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN AS
FOLLOWS:

SECTION 1: §2-3(c), *Municipal Board of Absentee Canvassers*, is hereby created to read as follows:

(c) *Municipal Board of Absentee Canvassers.*

1. The Municipal Board of Absentee Canvassers shall be composed of the Municipal Clerk-Treasurer, or a qualified elector of the City designated by the Clerk-Treasurer, and two (2) other qualified electors of the City appointed by the Clerk-Treasurer for a term of two (2) years commencing on January 1 of each odd-numbered year. The initial terms of appointment shall expire on January 1, 2017 unless re-appointed.
2. Pursuant to Wis. Stats. §7.52(1)(b), the Clerk-Treasurer may appoint additional inspectors to assist the absentee ballot board of canvassers in canvassing absentee ballots under this section.
3. The Common Council, in lieu of canvassing absentee ballots at polling places, hereby provides for the canvassing of absentee ballots by the municipal board of absentee ballot canvassers, which shall canvass all absentee ballots at all elections held in the City pursuant to procedures established by the state division governing elections.
4. The Clerk-Treasurer shall give at least forty-eight (48) hours' notice of any meeting of the board of absentee canvassers under this section.
5. The Clerk-Treasurer, no later than the closing hour of the polls, shall post at the Clerk-Treasurer's office and on the Internet at a site announced by the Clerk-Treasurer before the poll opens, and shall make available to any person upon request, a statement of the number of absentee ballots that the Clerk-Treasurer has mailed or transmitted to electors and that have been returned by the closing hour on election day.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of May, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: _____

Publication Date: _____

Effective Date: _____

CITY OF DE PERE**MEMO**

DATE: May 2, 2016

TO: Members of the Finance Committee, Common Council

FROM: Shana Ledvina, Clerk-Treasurer

RE: Ordinance authorizing use of a Central Count for processing Absentee Ballots

I respectfully request authorization from the Finance Committee and the Common Council to implement the use of a Central Count location for processing absentee ballots for upcoming elections in the City of De Pere. The larger municipalities in Brown County (City of Green Bay, Villages of Howard, Suamico, Bellevue, and Ashwaubenon) along with the Brown County Clerk's Office have collaborated to set up this alternative method to processing absentee ballots.

Currently, each of the City's four polling locations process absentee ballots on Election Day. Factors contributing to the need to process absentee ballots away from the polling places in the City:

- In 2012, 41% of ballots cast in the Presidential Election were absentee ballots (5,521). In 2008, 40% of ballots cast in the Presidential Election were absentee ballots (5,222). It is assumed that the percentage of voters casting absentee ballots will increase in 2016.
- The new voting equipment (DS-200) processes ballots much slower than the old equipment; the new equipment takes images of the front and back sides of every ballot that is fed into the machine. We experienced lines of in-person voters waiting to feed ballots into the DS-200 machines at the Presidential Preference Election on April 5, 2016 and at the General Election in November of 2014 and absentee ballot processing occurred at some polling locations after the polls closed at 8:00 p.m.
- We have not yet used the DS-200 machines for a Presidential Election. Processing absentee ballots and allowing in-person voters to cast their ballots at the same time leaves poll workers with no choice but to wait until after the polls close to process absentee ballots, which will result in delayed election reporting on Election Night. I do not believe it will be possible to process absentee ballots in a timely manner at the polling places during the upcoming Presidential Election without the Central Count.

The only additional costs that I anticipate the City of De Pere will incur with the Central Count is the programming cost of the extra election drives required to read ballots at City Hall (approximately \$200 per Election). Poll workers who would normally be at the polling locations processing absentees will be relocated to City Hall on Election Day to the Central Count location. We will utilize our back up DS-200 and an additional DS-200, loaned from Brown County, to process the ballots.

Upon approval of the Central Count Board and the additional expenditure for programming by the Finance Committee and the Common Council, the ordinance and attached Central Count Plan will be submitted to the State Government Accountability Board for final approval.

If you have any questions, please contact Carey Danen or Joe Zegers at 920-339-4050 as I will be out of the office May 6 – May 13.

Thank you.

**PROCEDURES FOR THE
CENTRAL COUNT
OF ABSENTEE BALLOTS
CITY OF DE PERE, WI**

Shana D. Ledvina, Clerk-Treasurer
City of De Pere
920-339-4050
sledvina@mail.de-pere.org

Date: May 18, 2016

CHECK LIST AND PROCEDURES FOR CANVASSING OF ABSENTEE BALLOTS BY THE MUNICIPAL BOARD OF ABSENTEE BALLOT CANVASSERS IN THE CITY OF DE PERE

CITY CLERK-TREASURER'S DUTIES

1. Shall give at least 48 hours' notice of the meeting of the Board of Absentee Ballot Canvassers under s.7.52, Wis. Stats. Notice to be posted on door where absentee ballot canvassing is to take place.
2. Determines if additional inspectors should be appointed to assist the Board of Absentee Ballot Canvassers. The total number of additional inspectors and the Board of Absentee Ballot Canvassers must be an odd number. Oath of office is given to all members if not done before hand.
3. Sends to each polling district a log of all absentee ballots for that district.
4. Brings absentee ballots to location of Board of Absentee Ballot Canvassers.
5. Places on Internet and posts in office the number of absentee ballots issued and the number returned prior to 8:00 p.m.

SUPPLIES

- 2 duplicate copies of the absentee log printed from the WisVote system and supplemental poll list for each reporting unit
- Large ballot envelopes/bags/containers prepared with Chain of Custody and Certificate signed by the Board (one per reporting unit)
- Inspectors' Statements (EB-104) (one per reporting unit)
- Addition to Inspectors' Statements (EB-104-A) (one per reporting unit)
- Large envelope/container for Used Certificate Envelopes (EB-103) (one per reporting unit)
- Large envelope/container for Rejected Absentee Ballot Envelopes (EB-102) (one per reporting unit)
- Large enveloped labeled "Original Ballots that were Duplicated" (one per reporting unit)
- Provisional Certificate Envelopes (EB-123) (one per reporting unit)
- Provisional Ballot Carrier Envelopes (EB-108) (one per reporting unit)
- Write-in tally forms (one per reporting unit)

- Number sheets (one set per reporting unit)
- Election Day Manual for reference
- Red pens for marking poll lists
- Ballots for remaking voted ballots if necessary
- Blue pens for remaking ballots
- Challenge documentation for reference
- List of Proof of Residence Documentation (can also be found in Election Day Manual)

SUGGESTIONS FOR CONVENING THE BOARD

The Board of Absentee Ballot Canvassers should be convened at such a time to enable them to “close the polls” and tabulate the votes at 8:00 p.m. on Election Day. State law indicates that the Board must convene between 7:00 a.m. and 10:00 p.m. The Board of Absentee Ballot Canvassers must also tally the write-in votes and report them on a duplicate write-in form per reporting unit. Ballots must be placed in ballot bags and signed by the Board of Absentee Ballot Canvassers. Depending upon the number of absentee ballots and the number of poll worker assistants, the Board should convene closer to the 8:00 p.m. time frame, anytime between 1:00 p.m. and 7:00 p.m.

PROCEDURES FOR PROCESSING BALLOTS (TAKEN FROM THE ELECTION DAY MANUAL)

1. Open container of absentee ballots.
2. Ballots sorted by districts and alphabetically.
3. Remove one Absentee Certificate Envelope (EB-122) and announce the elector’s name.
4. Carefully review the certificate envelope to determine that:
 - a. Envelope is not open.
 - b. Envelope has not been opened and then resealed.
 - c. Signature of the elector appears on the certificate.
 - d. Address of the voter is on the certificate and the address is within the municipality.
 - e. Certificate contains the signature and address of one witness who is an adult US Citizen.
5. If the certificate envelope is found to be **insufficient**:
 - a. Do not open the envelope.

- b. Mark the envelope “**Rejected ballot # __**” (beginning with “1” for each ward). Write the reason for the rejection on the envelope and on the Inspectors’ Statement.
- c. Do not issue the elector a voter number.
- d. List the elector’s name, identifying serial number of the rejected ballot and the reasons for rejection on the Inspectors’ Statement (EB-104). *Use one Inspectors’ Statement (EB-104) for each Reporting Unit.*
- e. Place the unopened certificate envelope in the Certificate of Rejected Absentee Ballots (EB-102) brown carrier envelope (one envelope for Reporting unit).

6. If the certificate is found to be **sufficient**, carefully remove the ballot from the certificate envelope. Upon accepting each absentee ballot, the Board of Absentee Ballot Canvassers shall mark in red the voter tally # on the back of the ballot and on the pre-printed poll list next to the name of the elector, along with the indication the voter cast an absentee ballot (AB), beginning with the number 1. If the elector’s name does not appear on the pre-printed poll list, the Board of Absentee Ballot Canvassers shall enter the name and voter number on the supplemental poll list.

7. Examine the ballots to ensure that:

- a. Only one ballot is enclosed.
- b. That the ballots contain the initials of the issuing Clerk or Deputy Clerk. (Ballot is not rejected if initials of issuing Clerk or Deputy Clerk are not present. Notation should be made on the Inspectors’ Statement).

8. Place the ballots in the tabulating device (***See also alternate method of tabulating ballots**). If ballots are rejected by the tabulator, poll workers should attempt to determine voter intent and remake the ballot if necessary using the procedure for remaking ballots. Duplicated ballots should be initialed by two members of the Absentee Board of Canvassers. Remade ballots must be documented on the “Original Ballots that were Duplicated Envelope” and the “Addition to Inspectors Statement”. If voter intent cannot be determined, ballot should be tabulated using the override key. The tabulator will increment voter number by one and any vote that can be counted will be counted.

9. Place the used certificate envelope in the Used Certificate Envelopes of Absentee Electors (EB-103) white carrier envelope. Rejected absentee ballots and used certificate envelopes are not required to be maintained by reporting unit. Rejected absentee ballots may be placed in a single Rejected Absentee Ballot (EB-102) envelope or container. Used certificate envelopes may be placed in a single Used Certificate envelope or container.

10. All absentee ballots must be taken to the polling location prior to 8:00 p.m. to be placed in the tabulator. At 8:00 p.m. the polls are officially closed and no additional absentee ballots shall be accepted. Totals are printed and write-ins counted on 2 duplicate write-in forms. The totals of the absentee ballots will be transmitted to the County Clerk.

Handling Absentee Ballots when Proof of Residence is Required

If the voter list and the Absentee Certificate Envelope have the notation from the Municipal Clerk "ID required", the inspectors first check to see if the voter included the required identifying document showing Proof of Residence in the certificate envelope if the envelope is sufficient as determined by #4 above, Procedures for Processing Ballots.

Procedure:

1. Open the Absentee Certificate Envelope to check if proof of residence is included in the envelope. (For an absentee voter, a copy of any of the documentation listed in the Election Day Manual is sufficient proof of residence).

2. If the required proof of residence is in the envelope, the election inspectors continue to process the absentee ballot following the procedures above. Record on poll list type of document provided.

If the required proof is NOT in the envelope, the absentee ballot is considered a **provisional ballot**. Continue with the procedure below.

3. Make a notation on the voter registration list indicating that the voter did not provide the required proof of residence and issue a provisional voter number for the voter: "PV#___(PR)" (beginning with '1').

4. Remove the ballot from the envelope and mark the back of the ballot with the PV# and "Section 6.97". Place the ballot back inside the Absentee Certificate Envelope.

5. Write the PV# and "Section 6.97" on the outside of the Absentee Certificate Envelope.

6. Place the Absentee Certificate Envelope bearing the PV# and "Section 6.97" on the outside of the Provisional Certificate Envelope (EB-123). You do not have to fill in the rest of the EB 123. Seal the envelope, and place inside the Provisional Ballot Carrier Envelope (EB-108).

Challenging Absentee Ballots

An absentee ballot may be challenged in the same manner as it would be challenged at the polling place.

Any qualified elector may challenge an absentee ballot.

The Board of Absentee Ballot Canvassers shall challenge an absentee ballot cast by an elector whose name appears on the ineligible voter list. Procedures are set forth the Election Day Manual and using the EB-104-C to document the challenge.

Frequently Asked Questions

Note the "Frequently Asked Questions" under the "Handling Absentee Electors" in the Election Day Manual for additional information on the handling of absentee ballots.

Completing and Delivering of Forms *(Use if Alternate method of processing is not used.)*

Municipalities utilizing an optical scan voting system shall use two machine printouts as tally sheets. However, write-in votes must be recorded on duplicate original Write-in forms (EB-105), which are signed by the Board of Absentee Ballot Canvassers. The ballots and materials shall be delivered to the County Clerk with all other materials and ballots, and after completing, recording and securing the required forms. As at the polls, all ballots must be secured in a ballot bag with the signatures of the Municipal Board of Absentee Ballot Canvassers.

Return of Absentee Ballots on day of election by electors

Voters attempting to return Absentee Ballots to a polling place other than the place designated for central count should be advised to return the ballot to the central count location. Ballots must be returned no later than 8:00 p.m. the day of the election except absentee ballots sent to Military electors which follow time lines set out in 6.22 of the Wisconsin Statutes.

****Alternate method of tabulation to be used when tabulator cannot be used at central count location.***

1. Ballots are to be placed in a Ballot Container Envelope or box and sealed for transportation to the polls by members of the Board of Absentee Ballot Canvassers. The ballot container shall have a Ballot Container Certificate containing the names of the Board of Absentee Ballot Canvassers, the number of absentee ballots for each district and chain of custody form.

2. Two Board members and/or election inspectors shall turn over the ballots to the Chief Inspector of the polling site. The Chief Inspector shall sign the attached chain of custody form noting the time of delivery along with two poll workers. This form shall be placed with the Inspectors' Statement.

3. The Board members may observe the tabulating of absentee ballots by the poll workers. The poll workers should announce the tabulating of absentee ballots when placing them in the tabulator.

4. Chief Inspectors should note that their count between ballots process and voting number used will have to be incremented by the number of absentee ballots tabulated. The number of absentee ballots can be found on the "Addition to the Inspectors' Statement". Ballots processed by the tabulator should equal voter numbers used plus the number of absentee ballots tabulated. If absentee ballots are rejected by the tabulator, poll workers should attempt to determine voter intent and remake the ballot if necessary using the process for remaking ballots.

ADDITION TO INSPECTORS' STATEMENT (EB 104-A) FROM THE MUNICIPAL BOARD OF ABSENTEE BALLOT CANVASSERS

We, the undersigned members of the Municipal Board of Absentee Ballot Canvassers, hereby certify that the following is a true and correct statement for the election on _____ held in District _____ wards _____ of the City of De Pere, Brown County, State of Wisconsin.

The Municipal Board of Absentee Ballot Canvassers reports the following for District _____ wards _____:

Processed _____ Absentee ballots

Rejected _____ Absentee ballots

Delivered _____ Absentee ballots for tabulation to District _____ Election Inspectors.

Municipal Board of Absentee Ballot Canvassers

City Clerk-Treasurer / Deputy Clerk-Treasurer

Incidents log (See Inspectors' (EB-104) statement)

Quick Reference

Rejected Absentee Ballots – Absentee ballots are rejected if:

- RO The certificate envelope is open or appears to have been opened and resealed.
- RS The elector did not sign the certificate envelope.
- RW There is no signature of a witness.
- RD The inspectors have reliable proof that the elector has died before Election Day.
- RB Elector has voted more than one ballot of the same type.
- RV Elector has already voted in this election.

Procedure for Completing Inspectors' Statement

1. List voter's name and reason ballot was rejected.
2. Indicate the reason for rejection on the certificate envelope.
3. Mark the certificate envelope "rejected # (serial number)."
4. Place the envelope containing the ballot in the Rejected Absentee Ballot envelope.
5. The elector's name is not entered on the poll list.
6. Do not count the ballot.

EB104-A

**Attach this form to the EB 104 Inspectors' Statement*

**BALLOT CONTAINER CERTIFICATE
FOR ABSENTEE BALLOTS PROCESSED BY THE
BOARD OF ABSENTEE BALLOT CANVASSERS
DISTRICT _____ WARDS _____**

CITY OF DE PERE

We, the undersigned members of the Municipal Board of Absentee Ballot Canvassers of the City of De Pere, Brown County, State of Wisconsin certify that we placed the absentee ballots and other election records pertaining to the _____ **Election** into this carrier Ballot bag or container for transportation to the District indicated. The ballots are to be tabulated at the District.

Municipal Board of Absentee Ballot Canvassers

Village Clerk-Treasurer

Dated this _____ day of _____.

This container sealed by the Municipal Board of Absentee Ballot Canvassers at the City of De Pere City Hall, 335 S Broadway St, De Pere WI 54115, and delivered to the polling place for the District indicated.

Chain of Custody Certification

We certify that we received this container sealed from the Municipal Board of Canvassers and delivered it to the District Polling Place indicated.

Sealed Container received at District _____ by:

_____ Chief Inspector

_____ Election Inspectors

Delivered and received this _____ day of _____.
Time received: _____ a.m./p.m.

** This form shall be attached to the EB 104 Inspectors' Statement*

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Resolution #16-53, Authorizing Economic Development Grant to Birder Studio of Performing Arts, Inc.

ATTACHMENTS:

- Reso16-53 (DOCX)
- Economic Development Grant Application (PDF)
- Ord Reserve Class B Econ Dev Grant (DOCX)

RESOLUTION #16-53

AUTHORIZING ECONOMIC DEVELOPMENT GRANT
TO BIRDER STUDIO OF PERFORMING ARTS, INC.

WHEREAS, Birder Studio of Performing Arts, Inc. has been granted a Reserve “Class B” Liquor License for the premises doing business as Broadway Theatre (hereinafter “Licensee”), located at 123 South Broadway Street, De Pere, WI; and

WHEREAS, pursuant to §7-2(f)(3), De Pere Municipal Code, an applicant and holder of Reserve “Class B” liquor licenses may apply for an Economic Development Grant from the City of De Pere in an amount not to exceed \$10,000; and

WHEREAS, the Finance/Personnel Committee has reviewed such grant request from Licensee and recommends approval of the same; and

WHEREAS, Licensee is found to provide economic benefits to the City of De Pere which have resulted, or will result, directly from locating this licensed establishment in the City of De Pere as follows:

1. Establishing a performing arts studio for musical productions, concerts and special events for the residents and visitors to the greater De Pere area to visit, resulting in the patronage of other City businesses and establishments, all to the economic benefit of the De Pere business community;
2. Creating and sustaining employment opportunities for residents of De Pere; and
3. Maintaining a destination point in De Pere and the benefits flowing therefrom.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Due to the economic benefits that will flow from Licensee located at 123 South Broadway Street as referenced above, an Economic Development Grant in the amount of \$10,000 is hereby awarded to Licensee.

Resolution #16-53
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of
May, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

CITY OF DE PERE

**RESERVE CLASS B LICENSE
ECONOMIC DEVELOPMENT
GRANT APPLICATION**

INSTRUCTIONS: The City of De Pere offers an Economic Development grant of up to \$10,000 for Reserve “Class B” liquor licenses. Please fully complete the questionnaire below, using additional sheets of paper as necessary. **The City of De Pere must determine that your new business will provide an economic benefit to the City of De Pere in order to consider awarding you this grant.** Therefore, you should provide any and all information you can provide to support your request.

Name of Licensee:

Birder Studio of Performing Arts

Name of Licensed Establishment:

Broadway Theatre

Date of Grant Application:
4/29/16

Date Reserve Class “B” License Granted:

ECONOMIC IMPACT INFORMATION

1. Please provide specific information on how you will use the grant funds to create jobs and foster the economic development of the City of De Pere, including listing the number of jobs you will create now and an estimate of the number of jobs you to hope to create in the future.

By establishing Broadway Theatre as a versatile venue for musical productions, concerts, special events and rentals this enhances the arts community and the arts economy for the City of DePere. Beyond the benefits that art education provides to the youth enrolled in the education programming, communities thrive and grow through investment in the arts. The arts strengthen the economy and are good for local merchants. Attendees at Wisconsin’s nonprofit arts events spend \$19.06 per person, prevent, beyond the cost of admission on items such as meals, parking, and babysitters. (Cohen, Americans for the Arts, Mar 2014). The goal to instill an appreciation and love for the arts, not only among participants, but also in the patrons that attend a production. With the open possibilities to add performance dates, control box office ticketing and partnerships with other area non-profit business, BSOPA can introduce musical theatre to new audiences that may not have attended in the past. According to the University of Pennsylvania study high concentration of the arts and local patronage leads to higher civic engagement, more social cohesion, higher child welfare and lower crime and poverty rates.

2. Please provide specific information as to all building improvements made or anticipated to be made to the licensed premises, including the cost of the improvements. Please include cost estimates for the improvement work.

Prior to Birder Studio of Performing Arts leasing the facility at 123 S. Broadway, there were several building improvements and restoration projects that were completed. Since leasing the building, Birder Studio is working to design and install signage that should be completed by summer 2016 and estimated cost is \$2500 and has begun adding a wiring cable system for theatre lighting with the estimated cost of \$2400. Over the next year Birder Studio will be continue to purchase equipment to outfit the space as a performance hall including stage/audience dressings, auditorium chairs, sound equipment (booth, board, microphones), lighting equipment (lights, control cables, control board), ticketing system and ticket and concessions stand. While this equipment will not be permanent fixtures to the building, they are integral elements that are needed to ensure that the space can be properly equipped for upcoming productions, concerts, community workshops and more.

3. How much of the investment identified in #2 above would you have put into the property if the Reserve Class B license was not issued to you? Please fully explain your reasons why.

All improvements and equipment purchases would still be made if the Reserve Class B license was not issued to Birder Studio. These purchases and improvements are necessary to the success of the space being used a theatre for our Studio and Birder Player productions. However, the Reserve Class B license opens up the opportunity for the Broadway Theatre to be used as a community venue for concerts, rentals, additional shows and more. By obtaining the Reserve Class B license the costs of opening up the theatre for year round use is offset by the Reserve Class B license.

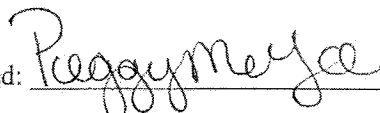
4. Please provide a copy of your business plan. Also, list below your growth projections over the next five (5) years.

Birder Studio of Performing Arts has launched a three-year project campaign that is raising money for the equipment of Broadway Theatre and to continue building our outreach programming. Attached you will find the document focusing on this plan. Additionally, Birder Studio will continue to host events, concerts, productions, etc. at Broadway Theatre, with the focus to bring quality arts performances to the DePere community.

5. Please list any other information you believe may be important to the City of De Pere in making its grant determination.

Signed: _____

Date: _____



5/2/16

Please note: This Application, once completed will be referred to the Finance/Personnel Committee for their review. The Committee's recommendation will then be forwarded to the Common Council.

H:\jdupont\FORMS\2012\Class B Liquor License Econ Develop Grant App-revised 6-26-12.docx

Birder Studio of Performing Arts Act One Capital Campaign

Mission Statement: Birder Studio of Performing Arts is a non-profit performing arts studio established to create an artistic educational program for students of all ages and levels in the performing arts while instilling confidence, creativity and discipline while working towards a common goal.

Who we are: The history of Birder Studio of Performing Arts (BSOPA) began in 1986 when the need for performing arts education became apparent and the first television-acting workshop for children and adults was offered in Green Bay, WI. Over three decades BSOPA has offered workshops and classes in acting, voice, piano, dance and performance. In 2010 BSOPA was established as a 501©3 with the intent to make arts education accessible and affordable to all children in the Greater Green Bay Area. With the mission to educate, inspire, create, and achieve, BSOPA offers annual educational artistic programming for students of all ages and levels instilling confidence, creativity and discipline. In addition to traditional classes and recitals offered during the school year, BSOPA produces 5 student productions and offers a variety of summer camps that provide an engaging child-care.

BSOPA believes that every child should have the opportunity to take arts education classes and therefore a scholarship fund has been established offering both need and talent based scholarships. In 2015, 10% of the student body received scholarships. In order to maintain and grow scholarship funding a professional troupe of adult actors, Birder Players, was created. Each year Birder Players offers musical productions and cabaret performances, where all proceeds from ticket sales and donations go toward the scholarship fund.

Project Summary: In December 2015, Birder Studio of Performing Arts began the expansion of operations with a new, raw theatre space in downtown East DePere, The Broadway Theatre. The use of this space for performances, workshops, classes and community programming will advance the educational opportunities offered by Birder Studio. With the expansion of space and new community programming Birder Studio has launched a 3-year capital campaign: Act One to raise \$600,000. This project will raise funds to enhance the studio's ability to provide viable performing arts classes and performances to citizens of the DePere and the greater Green Bay Community.

Additionally, BSOPA has launched a community outreach initiative with the intention of expanding the offerings of arts education to even more youth and families in the Greater Green Bay Area. As part of this initiative BSOPA is working with the YMCA 21C after school program. In spring of 2016 BSOPA will pilot a 6 week onsite performing arts workshop that will culminate with a performance presentation. BSOPA will also offer matinee shows of the student productions for the YMCA sites. As this outreach program develops, BSOPA will work with the parents and student participants that express interest in continuing in the year round classes offered at Birder Studio.

BSOPA is also working to establish a partnership with Big Brothers Big Sisters of Northeastern Wisconsin to offer studio productions at a reduced fee for BBBS matches.

Statement of community need & opportunity: Research shows a direct correlation between arts education and student achievement and success. In 2002, the Arts Education Partnership published Critical Links: Learning in the Arts and Student Achievement and Social Development. These findings identified six major types of benefits associated with study of the arts and student achievement, they are: reading & language skills, mathematics skills, thinking skills, social skills, motivation to learn and positive school environment. BSOPAs dedication to providing quality performing arts education will continue to provide lifelong benefits to the student participants.

Since 2010 BSOPA has maintained steady enrollment in afterschool and summer programming, with 140 students enrolled in the 2015-16 season and another 170 enrolled in the 2015 summer camps. Classes are held at the DePere studio location but without the addition of a theatre, BSOPA has needed to rent performance space for studio productions. Annual rental costs totaled \$30,000 and provided limited flexibility in scheduling performance dates. This prohibitive cost and restricted schedule has limited BSOPAs ability to establish a community outreach program and continued growth in student enrollment.

The need for quality arts education is outlined in the 2011 Brown County Life Study. Community members rated various aspects of arts and cultural opportunities in Brown County and found 47% rated opportunities for youth as good or excellent and only 43% gave a good or excellent rating for affordable opportunities. Furthermore, according to the WI Department of Public Instruction, less than 20% of K-12 students in Green Bay and DePere participate in extracurricular music programs. It is the goal of BSOPA to provide access to affordable, quality arts education to youth in Brown County through community outreach initiatives and partnerships.

In December 2015, BSOPA had the opportunity to lease an open theatre space that allows for expanded programming and flexibility. Located downtown DePere, this historic building was once home to the Majestic Theatre, and now 90 years later BSOPA will be able to transform this space back into a performing arts theatre. By eliminating the need to rent performance space and opening up scheduling flexibility, BSOPA will have the freedom to extend the run of shows, add additional performances or recitals, and host community workshops and events.

Community Benefit: Beyond the benefits that art education provides to the youth enrolled in the program, communities thrive and grow through investment in the arts. The arts strengthen the economy and are good for local merchants. Attendees at Wisconsin's nonprofit arts events spend \$19.06 per person, prevent, beyond the cost of admission on items such as meals, parking, and babysitters. (Cohen, Americans for the Arts, Mar 2014). The goal to instill an appreciation and love for the arts, not only among participants, but also in the patrons that attend a production. With the open possibilities to add performance dates, control box office ticketing and partnerships with other area non-profit business, BSOPA can introduce musical theatre to new audiences that may not have attended in the past. According to the University of Pennsylvania study high concentration of the arts and local patronage leads to higher civic engagement, more social cohesion, higher child welfare and lower crime and poverty rates.

Measures: The primary objective for BSOPA is to provide high quality performing arts entertainment at an affordable cost to the greater Green Bay community. Also providing an opportunity for youth to be involved in the total creative process of the studio productions as actors, stage managers, technicians, crewmembers and more. While the intrinsic appreciation for the arts can be difficult to measure, BSOPA will be able to know if the program is successful by the percentage of seats sold and attended for each production.

At the same time as BSOPA expands to a new theatre space, manages ticket sales and schedules productions, the new outreach initiative will engage even more young people by providing arts education directly to the identified at-risk students. By bringing the workshop directly to the students it gives an opportunity for children to try performing arts, without a large time or financial commitment. And for the students who find their spark, BSOPA can provide them with additional classes and scholarships if needed to continue their arts education at BSOPA.

2016 Projected Outcomes:

1. While the primary objective for BSOPA is to provide high quality performing arts entertainment at an affordable cost to the greater Green Bay community, it is important to measure the general community participation. By tracking ticket sales, patron information and referral sources, BSOPA is able to determine if the public is engaged in attending the scheduled performances. ***80% of all available ticket sales will be sold at the end of the 2016 BSOPA season, which is tracked through the box office software.***
2. BSOPA believes that the success of our programming and productions rely greatly in the participation of parent and student volunteers. Along with the objective to provide high quality performing arts entertainment, BSOPA will extend opportunities for community members to become involved by creating a strong volunteer base and viable volunteer openings. ***Working together with St. Norbert College, UWGB and other community volunteer agencies, BSOPA will establish a community volunteer base that will dedicate 15 hours per semester per person to studio activities.*** BSOPA will also continue to offer student assistant positions to 5 middle school or high school students.
3. Finally, BSOPAs objective to offer high quality arts education to all youth in Brown County aligns with the recent outreach initiative. By targeting students in the YMCA 21C afterschool program, BSOPA provides a chance for students to engage and participate in performing arts. ***In 2016, 10% of participants in the afterschool outreach workshops will enroll in classes or summer camps at BSOPA.*** Working closely together, BSOPA teachers and YMCA staff can identify interested students and work directly with parents to walk through the scholarship and enrollment process. These students will have the opportunity to further their arts education and fully benefit as a program participant.

De Pere Municipal Code §7-2(f) *Grants for certain reserve "Class B" intoxicating liquor licenses.*

- (1) *Definition.* Reserve "Class B" license shall have the meaning defined in Wis. Stats. § 125.51(4)(a)4.
- (2) *Findings and purpose.* The common council finds that businesses such as restaurants, hotels, and taverns make important contributions to the city's economy. These establishments serve important public purposes, including increasing the city's property tax base, providing employment, and promoting tourism. Excessive license fees deter new business and are contrary to the above stated public purposes. Wisconsin Act [27](#) of 1997 imposes upon municipalities the duty to establish a minimum issuance fee of \$10,000.00 for each reserve "Class B" liquor license issued. Since the new issuance fee far exceeds the actual cost of licensing the activity, additional revenue will be available to the city. It is the purpose of this section to utilize revenue generated by Wisconsin Act [27](#) to assist new reserve "Class B" licensees achieve the important public purposes identified herein.
- (3) *Grants.* Following the issuance of an original reserve "Class B" liquor license, and upon application, the common council may provide a grant to the licensee in an amount not to exceed the amount actually paid by the licensee to the city for issuance of the new reserve "Class B" liquor license, less that amount attributable to the reserve "Class B" liquor license. Prior to awarding any grant hereunder, the common council shall make such findings and establish such conditions to ensure that any funds awarded hereunder further the important public purposes identified herein.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Resolution #16-54, Authorizing the Negotiation of an Economic Development Loan with D2 Ingredients LP

ATTACHMENTS:

- Reso16-54 (DOCX)
- CC Memo D2 Ingredients 5-16 (DOCX)
- D2 Background (DOCX)
- application form (PDF)

RESOLUTION #16-54

AUTHORIZING THE NEGOTIATION OF AN
ECONOMIC DEVELOPMENT LOAN WITH
D2 INGREDIENTS LP

WHEREAS, the Department of Planning and Economic Development has received the application of D2 Ingredients LP for a revolving loan in the amount of \$60,000; and

WHEREAS, the Common Council wishes to authorize the negotiation of such a loan in accordance with this Resolution and the Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/16/13).

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Director of Planning and Economic Development and the City Attorney are authorized and directed to negotiate the terms and conditions of a revolving loan with D2 Ingredients LP in accordance with the City's Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/16/13) in the principal amount not to exceed \$60,000.

BE IT FURTHER RESOLVED THAT:

Any loan so negotiated shall be submitted to the Finance/ Personnel Committee for approval prior to execution of documents therefore.

BE IT FURTHER RESOLVED THAT:

All appropriate officers, officials, employees and agents of the City of De Pere are authorized and directed to take all steps reasonably necessary to finalize such loan agreement and accessory documents and to take all

Resolution #16-54

Page 2 of 2

other actions reasonably necessary to comply with and compel compliance with such agreement.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th of May, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: May 12, 2016

RE: **Revolving Loan Fund (RLF) Application for D2 Ingredients**

PROJECT SUMMARY

D2 Ingredients, located at 1244 Enterprise Drive has submitted a revolving loan fund application. They are requesting \$60,000 to be used for equipment/machinery and property acquisition. The project will create 3 full time equivalent employees (\$20,000/employee per RLF requirements).

The loan, proposed with an interest rate of 1%, will be for equipment/machinery (maximum term of ten years) and property acquisition (maximum term of 12 years). The City is still negotiating the collateral positions that may include, but not be limited to, a position on the equipment/machinery, personal guarantees and/or life insurance policies. The applicant's private lender has already completed the underwriting review for their portion of the project.

As part of the process, staff requests approval from the City Council to proceed with negotiating the terms of the loan (which may also include changing the type of loan) and also drafting the necessary documents related to the loan. If terms can be reached, the final documents will be presented to the Finance Committee for approval. The RLF application and a business background summary are attached for review.

Attachments

c: Michael Walsh, Mayor
 Larry Delo, City Administrator
 Judith Schmidt-Lehman, City Attorney

D2 Ingredients – 1244 Enterprise Drive

RLF Application – May 2016

1. Business description

- A. History of the business. In Feb 2009 I formed a new USA company in De Pere WI for a Dutch company based in Twello, The Netherlands. We acquired the property at 1244 Enterprise, De Pere and I operated the company as President and the Dutch parent company was the sole shareholder of the USA subsidiary, Ruitenberg Ingredients Inc. In July 2015, I along with two partners acquired the assets of the company from the Dutch parent and formed D2 Ingredients LP. Since July 2015 we have been leasing the property from Ruitenberg Ingredients B.V.

D2 Ingredients is manufacturer, supplier and distributor of highly technical food ingredients to the meat, food, bakery and pet food industries. We are currently doing business in North and South America, Europe and Asia. We have 4 full time employees. We are manufacturing and further processing smoke flavorings at our DePere facility and use co-manufacturing partners for our other product line that we offer under our D2 Label. We have been in business since July 1 of 2015 with annualized sales of \$1.3 million and we expect a minimum of 35% growth in 2016, 30% in 2017 and 20% in 2018.

Legally we are set-up as a Limited Partnership. I am the General partner and I two silent minority equity partners in the business. One is a local investor and the other an industry colleague who resides in Europe. Our product lines consist of the following:

- Smoke flavoring
- Alginate casings
- Functional Ingredients
- Seasoning blends
- Reaction flavor system
- Extrudable dough systems
- Bakery fillings
- Formable sauces
- Anti-microbials
- Commodity Ingredients
- Textile based casings for Whole muscle and deli meats
- We also offer contract liquid manufacturing and packaging
-

B. Key Customers and client lists

- See attached customer list
- We also work as a manufacturers Rep for Ennio International out of Australia. We are paid a monthly retainer and commissions on sales

- C. Personal Resume: I have been working in the food ingredient industry since 1991. During that time I have worked predominately in the liquid smoke and casings area. Most recently in the last 7 years I have spent a considerable amount of time working in functional ingredients, flavor systems and blended ingredients.
2. Product description: The scope of our expansion and project is to acquire the facility that we are currently along with all of the processing equipment and laboratory equipment. We plan on using the funds to help with the acquisition of the equipment part of our purchase. We have negotiated a price of \$530K for the all of the real estate and equipment within the facility. Breakdown of the purchase is as follows:
- Land and property - \$450,000.00
 - Equipment within the property - \$80,000

We are pleased that we will be able to continue to operate in our existing facility and looking to the future we have the ability to increase the size of the building by close to 30,000 square feet due to the size of the property. An important aspect of staying in the existing facility is the equipment and research lab that we will be able to maintain. There is in excess of \$80K worth of equipment in the lab that if we would have to purchase new would be close to \$350K. In addition to our equipment we have a partnership with Handtmann Inc a meat processing equipment manufacturer based in Germany. As part of our agreement we have a co-extrusion system in our lab that we use for customer demonstrations. We regularly invite customers into town to demonstrate our technology and by having this partnership Handtmann provides us with the equipment technology so we can continue our development and promote our unique technologies to the food and meat industries in North and South America. The value of the equipment that Handtmann has placed in our facility is in excess of \$800K.

	CITY OF DE PERE APPLICATION FOR REVOLVING LOAN FUND	Date: May 5, 2016
---	--	--------------------------

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

SECTION 1: Business Applicant Information

Applicant Name (Business) D2 Ingredients LP	Authorized Representative (CEO) John P. Connelly		
Mailing Address 1244 Enterprise Dr	City De Pere	State WI	ZIP Code 54115
Email Address jconnelly@d2ingredients.com	Phone Number (incl. area code) 920-857-8674	Fax Number (incl. area code) 920-964-0116	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: City Loan Information

Type of Loan Request:	Working Capital Equipment / Machinery Land / Site Acquisition Construction
Use of RLF Funds:	Site acquisition and equipment/machinery
# of Jobs to be Created or Retained:	2 jobs created and 1 retained
Loan Amount Requested (\$20,000 per FTE):	\$60,000.00
Target Loan Closing Date:	June 21, 2016

SECTION 4: Project Financing Information

Project Sources of Funding		Project Uses of Funding	
Personal financing for Project:	\$46,000.00	Land & Building:	\$455000.00
Private Financing for Project:	\$424,000.00	Equipment:	\$75000.00
Other Financing for Project:		Working Capital:	
City RLF Financing for Project:	\$60,000.00	Other:	
TOTAL Project Sources:		TOTAL PROJECT Uses:	\$530000.00

Please attach the detailed loan application materials as defined below.

SECTION 5: Certification and Permission

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

Name of Owner/Authorized Representative (please print) <i>John P. Connelly</i>	Title <i>President/CEO</i>	Phone Number <i>920-425-8870</i>
Signature of Applicant <i>[Handwritten Signature]</i>		Date Signed <i>5/5/16</i>

Attachment: application form (4740 : Resolution #16-54 Authorizing the Negotiation of an Economic Development Loan with D2 Ingredients LP)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #16-55, Supporting Southern Metropolitan Area
Environmental Impact Statement (EIS) Detailed Study Alternative 2
(New Fox River Bridge, Connecting Arterial Street System Between
Rockland Road and Red Maple/Southbridge Roads With a Full-
Access Interchange at Interstate 41)

ATTACHMENTS:

- Reso16-55 Supporting Southern Bridge Alternative 2 (PDF)

**REVISED
RESOLUTION #16-55
SUPPORTING SOUTHERN METROPOLITAN AREA
ENVIRONMENTAL IMPACT STATEMENT (EIS)
DETAILED STUDY ALTERNATIVE 2
(NEW FOX RIVER BRIDGE, CONNECTING ARTERIAL STREET SYSTEM
BETWEEN ROCKLAND ROAD AND RED MAPLE/SOUTHBRIDGE ROADS WITH
A FULL-ACCESS INTERCHANGE AT INTERSTATE 41**

WHEREAS, the 1996 Brown County Year 2020 Land Use and Transportation Plan found that existing and projected demand for east-west travel in the southern portion of the Green Bay Metropolitan Area should be accommodated in two phases as the area developed over the 25 year period into 2021; and

WHEREAS, the first phase involved replacing the deteriorating two-lane Claude Allouez Bridge (State Highway 32) in downtown De Pere with a four-lane bridge at nearly the same location, and this project was completed in 2008; and

WHEREAS, the four-lane Claude Allouez Bridge was expected to provide sufficient additional capacity to handle traffic volumes until the second phase, the construction of a new Fox River bridge and connecting street system south of downtown De Pere (the Southern Bridge) is implemented; and

WHEREAS, traffic volumes on the Claude Allouez Bridge increased significantly after the expansion in 2008, and forecasts by the Wisconsin Department of Transportation have indicated that volumes on the bridge and connecting state highways will continue to rise as development occurs to the extent that existing transportation facilities will not adequately accommodate the traffic volume, creating congestion, shipping delays and an ineffective transportation network; and

WHEREAS, a Southern Bridge and connecting arterial street system south of downtown De Pere will help to minimize traffic congestion and allow the state and its local partners to

avoid the high cost of expanding the recently reconstructed Claude Allouez Bridge and State Highway 32/57 south of downtown De Pere; and

WHEREAS, a Southern Bridge and connecting arterial street system south of downtown De Pere will enhance economic development efforts by providing an efficient and effective transportation system to significantly reduce shipping costs and transportation delays and by attracting and retaining businesses and the talented people they employ; and

WHEREAS, a Southern Bridge and connecting arterial street system will minimize congestion-related safety problems by allowing traffic currently on a single four-lane connection to be distributed between two Fox River crossing locations instead of one; and

WHEREAS, the following three Southern Bridge Project alternatives are currently being studied:

Alternative 1: A new Fox River bridge and connecting arterial street system between Scheuring Road and Heritage Road;

Alternative 2: A new Fox River bridge, connecting arterial street system between Rockland Road and Red Maple/Southbridge Roads, and a new full-access interchange at Interstate 41;

Alternative 3: A new Fox River bridge, connecting arterial street system between Rockland Road and Red Maple/Southbridge Roads, and a new overpass at Interstate 41; and

WHEREAS, Brown County is currently working with the Wisconsin Department of Transportation (WisDOT), Federal Highway Administration (FHWA), and communities in the southern part of the metropolitan area to select a preferred project alternative and complete the Environmental Impact Statement (EIS) and Interstate Access Justification Report (IAJR) for the Southern Bridge Project.

NOW, THEREFORE, BE IT RESOLVED, THAT:

The City of De Pere hereby supports Southern Bridge Project Alternative 2 because this alternative will minimize traffic congestion as the area grows, significantly enhance economic development efforts, and maximize safety on the transportation system. Alternative 2 is also favorably compatible with planning and development decisions made by the City over the last 20 years.

BE IT FURTHER RESOLVED, THAT:

The City of De Pere strongly urges its state and federal legislators to ensure that the Southern Bridge Project remains a priority to WisDOT and FHWA to enable the EIS and IAJR to be approved and a Record of Decision (ROD) to be signed by or before the scheduled completion year of 2018.

BE IT FURTHER RESOLVED, THAT:

The City of De Pere also strongly urges its state and federal legislators to support the City's preferred Southern Bridge Project alternative and to work to obtain state and federal funding to develop the Southern Bridge Project.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of May, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution 16-56, Authorizing Contractor Agreement Between the City of De Pere and Badger Concrete Lifting (Mudjacking)

The Board of Public Works' recommendation is to award the contract for Project 16-19 Mudjacking to Badger Concrete Lifting in the amount of \$5,830.00.

The capital improvements budget includes \$6,000 for this work from the General Obligation Debt.

The Engineering Department received proposals for Project 16-19 Mudjacking on April 28th. This work is for repairs to City sidewalk and curb and gutter. This project will be done previous to the sidewalk repair project 16-05. The proposals received were as follows:

Bidder	Amount
Badger Concrete Lifting	\$5,830.00
Raise-Rite Concrete Lifting, Inc.	\$9,000.00

ATTACHMENTS:

- Reso16-56 (DOCX)
- Badger Concrete Lifting - Contract for Mudjacking 5-16 161-001-12 (DOCX)
- Badger Concrete Lifting - Exhibit A to Contract (PDF)
- Badger Concrete Lifting - Exhibit B to Contract (PDF)
- 16-19 Bid Tab(PDF)

RESOLUTION #16-56

AUTHORIZING AGREEMENT FOR SERVICES
(Mudjacking – Curb & Gutter and Sidewalk)

WHEREAS, the City is in need of mudjacking services at various locations in the City of De Pere; and

WHEREAS, Badger Concrete Lifting, LLC has available and offers to provide personnel and equipment necessary to accomplish the mudjacking services, subject to the terms and conditions of the Contract for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Board of Public Works has reviewed such Contract for Contractor Services and recommends their approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Contract for Contractor Services as attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of May, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-56 (4710 : Resolution 16-56 Mudjacking)

**CONTRACT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)**

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the City of De Pere, Wisconsin, (“City”), and Badger Concrete Lifting, LLC (“Contractor”).

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete mudjacking services described in the City’s Request for Proposals, Mudjacking – Curb & Gutter and Sidewalk, dated April 21, 2016, attached and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor’s proposal attached and incorporated as Exhibit B.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos
 - (3) All Non-Owned Autos
 - (4) Mobile Equipment
 - (5) Specialized Equipment
 - (6) Contractual Liability

- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

- 3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
- 2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all

injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.

7. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Contractor shall attempt to resolve claims, disputes and other matters in questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Badger Concrete Lifting, LLC
Attention: Kyle Schoenebeck
811 Severndroog Way
Green Bay, WI 54313

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

BADGER CONCRETE LIFTING, LLC

CITY OF DE PERE

By: _____
Kyle Schoenebeck, Owner

By: _____
Michael J. Walsh, Mayor

By: _____
Shana D. Ledvina, Clerk-Treasurer

Approved as to Form:

City Attorney

APRIL 21, 2016
CITY OF DE PERE
REQUEST FOR PROPOSALS
PROJECT 16-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, April 28, 2016**, at which time they will be publicly opened and read aloud.

Project 16-19 for which proposals are being sought includes the following approximate quantities:

- 100 LF Mud-Jacking Curb & Gutter
- 2,800 SF Mud-Jacking Sidewalk

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be examined and/or obtained for bidding purposes at the office of the Director of Public Works.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

The City of De Pere reserves the right to reject any or all bids, to waive any informalities in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Dated this 21st day of April 2016.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 16-19

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 16-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Mud-Jacking Curb & Gutter	LF	100*	\$_____.	\$_____.
SD-02 Mud-Jacking Sidewalk	SF	2800*	\$_____.	\$_____.
		TOTAL		\$_____.

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of _____

_____, _____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 16-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes the mudjacking as specified herein at various locations in the City of De Pere. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2016 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

2. MUD-JACKING.

A. See Attached Section 32 01 20 Mud-Jacking.

B. The unit price for Mud-Jacking work includes:

1. Traffic Control
2. Provide grout holes
3. Provide and install grout
4. Clear grout holes and seal with cement

C. Measurement

The City will measure Mud-jacking by the square foot for sidewalk and pavement based on the joints, and by the lineal foot along the flow line for curb & gutter acceptably completed.

D. Payment

The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SD-01	Mud-Jacking, Curb & Gutter	LF
SD-02	Mud-Jacking, Sidewalk	SF

3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress. The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

It is anticipated that the agreement (sample attached) will be provided to the contractor after May 17, 2015. Start date is June 13, 2016.

2016 Specifications

City of De Pere

SECTION 32 01 20

MUD-JACKING

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Mud-Jacking Concrete
 - 2. Mud-Jacking Hole Restoration
 - 3. Clean-up

1.2 REFERENCES (Not Used)

1.3 SUBMITTALS

- A. Grout mix design.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Certified grout mix shall contain a minimum of 7 percent Portland Cement.

PART 3 – EXECUTION

3.1 MUDJACKING CONCRETE

- A. Holes for injecting the grout mix will be spaced not less than 12 inches nor more than 18 inches from a traverse joint or crack and spaced not more than six (6) inches from center of the hole to center of hole.
- B. The grout mix will have a consistency stiff enough to raise the concrete without blowing or leaking, and yet fluid enough to prevent pyramiding.
- C. The hole size for slab raising operations shall be a minimum of one inch (1") up to a maximum of two inches (2") in diameter.

2016 Specifications

City of De Pere

- D. The holes shall be spaced as necessary to uniformly assure complete communication of slurry between holes.
- E. Slabs shall be raised to the required elevation and pitched at one-quarter (1/4) inch per twelve (12) inches of lineal run, or as directed by the Engineer.

3.2 MUD-JACK HOLE RESTORATION

- A. All jacking operation holes will be cleared of the grout mix and filled with a stiff 1:3 cement mix, which will be consolidated and finished smooth.
- B. Holes shall be cleaned the full depth of the slab by removing excess slurry and wire brushing exposed sidewalls.
- C. Prior to placement of the Portland Cement, the surface around the holes shall be damp.

3.3 CLEAN-UP

- A. Slabs raised shall be thoroughly scraped and swept after completion, but prior to patching.
- B. Surrounding grass areas adjacent to slab raising shall be left in a clean, non-debrised condition.

END OF SECTION

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 16-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Mud-Jacking Curb & Gutter	LF	100*	\$ <u>5.10</u>	\$ <u>510.00</u>
SD-02 Mud-Jacking Sidewalk	SF	2800*	\$ <u>1.90</u>	\$ <u>5,320.00</u>
TOTAL				\$ <u>5,830.00</u>

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of Badger Concrete

Lititz, LLC, and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

[Signature]
(Signature of Bidder)

TITLE Owner

Kyle Schoenbeck
Print or Type Name of Bidder

**PROJECT 16-19 MUDJACKING
PROPOSALS**



				BIDDER NO. 1		BIDDER NO. 2	
				Badger Concrete Lifting		Raise-Rite Concrete Lifting, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100	\$ 5.10	\$ 510.00	\$ 20.00	\$ 2,000.00
SD-02	Mud-Jacking Sidewalk	SF	2,800	\$ 1.90	\$ 5,320.00	\$ 2.50	\$ 7,000.00
	Total Amount Bid				\$ 5,830.00		\$ 9,000.00

Attachment: 16-19 Bid Tab (4710 : Resolution 16-56 Mudjacking)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution 16-57, Authorizing Contractor Agreement Between the City of De Pere and All Star Cutting & Coring, LLC (Concrete Grinding)

The Board of Public Works' recommendation is to award the contract for Project 16-19A Sidewalk Grinding to All Star Cutting & Coring, LLC in the amount of \$10,040.00.

The capital improvements budget includes \$11,000 for this work from the General Obligation Debt.

The Engineering Department received proposals for Project 16-19A Sidewalk Grinding on April 28th, 2016. This work is for repairs to City sidewalk and curb and gutter. This project will be done previous to the sidewalk repair project 16-05. The proposals received were as follows:

Bidder	Amount
All Star Cutting & Coring, LLC	\$10,040.00
Raise-Rite Concrete Lifting, Inc.	\$10,100.00
Concrete Cutters, Inc.	\$14,645.00

ATTACHMENTS:

- Reso16-57 (DOCX)
- All Star Cutting & Coring - Contract for Concrete Grinding 5-16 161-001-12 (DOCX)
- All Star Cutting & Coring - Exhibit A to Contract (PDF)
- All Star Cutting & Coring - Exhibit B to Contract (PDF)
- 16-19A BID TAB (PDF)

RESOLUTION #16-57

AUTHORIZING AGREEMENT FOR SERVICES
(Concrete Grinding)

WHEREAS, the City is in need of concrete grinding services at various locations in the City of De Pere; and

WHEREAS, All Star Cutting & Coring, LLC has available and offers to provide personnel and equipment necessary to accomplish the concrete sidewalk grinding services, subject to the terms and conditions of the Contract for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Board of Public Works has reviewed such Contract for Contractor Services and recommends their approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Contract for Contractor Services as attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of May, 2016.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso16-57 (4711 : Resolution 16-57 Concrete Grinding)

**CONTRACT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND ALL STAR CUTTING & CORING, LLC
(Concrete Grinding)**

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the City of De Pere, Wisconsin, ("City"), and All Star Cutting & Coring, LLC ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete grinding services described in the City's Request for Proposals, Concrete Sidewalk Grinding, dated April 21, 2016, attached and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos
 - (3) All Non-Owned Autos
 - (4) Mobile Equipment
 - (5) Specialized Equipment
 - (6) Contractual Liability

- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

- 3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
- 2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all

injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.

7. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Contractor shall attempt to resolve claims, disputes and other matters in questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

All Star Cutting & Coring, LLC
Attention: Thomas G. Tennessen
W2223 Gentry Drive
Kaukauna, WI 54130

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

ALL STAR CUTTING & CORING, LLC

CITY OF DE PERE

By: _____
Thomas G. Tennessen, Owner

By: _____
Michael J. Walsh, Mayor

By: _____
Shana D. Ledvina, Clerk-Treasurer

Approved as to Form:

City Attorney

APRIL 21, 2016
CITY OF DE PERE
REQUEST FOR PROPOSALS
PROJECT 16-19A
CONCRETE GRINDING SIDEWALK
VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, April 28, 2016**, at which time they will be publicly opened and read aloud. Project 16-19A for which proposals are being sought includes the following approximate quantities:

- 200 Each Grinding sidewalk up to five (5) feet wide and less than (2) inches high
- 10 LF Grind of sidewalk wider than five (5) feet wide

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be examined and/or obtained for bidding purposes at the office of the Director of Public Works.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

The City of De Pere reserves the right to reject any or all bids, to waive any informality in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Dated this 21st day of April 2016.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 16-19A

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 16-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	200*	\$_____.	\$_____.
2) Grinding of sidewalk wider than five (5) feet wide	LF	10*	\$_____.	\$_____.
			TOTAL	\$_____.

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of _____

_____, _____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

Page 2 of 4

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SPECIAL PROVISIONS
PROJECT 16-19A
CONCRETE GRINDING SIDEWALK
VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes grinding concrete sidewalk as specified herein at various locations in the City of De Pere. Submittal of proposal, insurance and work to be performed to conform to pertinent requirements of the General Requirements and Instructions to Bidders of the City of De Pere 2016 Construction Specifications and these Special Provisions, found on the City of De Pere website. Attached is a sample agreement that will be executed with the successful bidder.

2. CONCRETE GRINDING SPECIFICATION

Description

This special provision describes grinding concrete sidewalk to remove trip hazards.

A. Materials

Perform grinding using dry, vertical carbide grinding equipment that will leave a non-slip surface. Grinding can also be performed by saw cutting with flush mounted diamond-tipped blades capable of horizontal cutting to remove the concrete completely to all edges of the walk.

B. Construction

Perform grinding so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces will not be smooth or polished and have a coefficient of friction of not less than 0.30.

Perform grinding so that the finished grind has a rectangular appearance consisting of a straight back line with no stray grinding marks. The adjacent concrete will remain untouched by the grinding process without scars or damage.

The finished slope will be a maximum of 8:1 per attached details.

The City will provide a list of the job site addresses.

C. Measurement

The City will measure grinding by each unit or by the number of lineal foot. Each unit shall consist of a grind the entire width of the sidewalk up to a maximum of five (5) feet across and up to a maximum of two (2) inches high. Grinds over five feet shall be paid at the lineal foot rate.

D. Payment

The City will pay for measured quantities at the contract unit price under the following bid items:

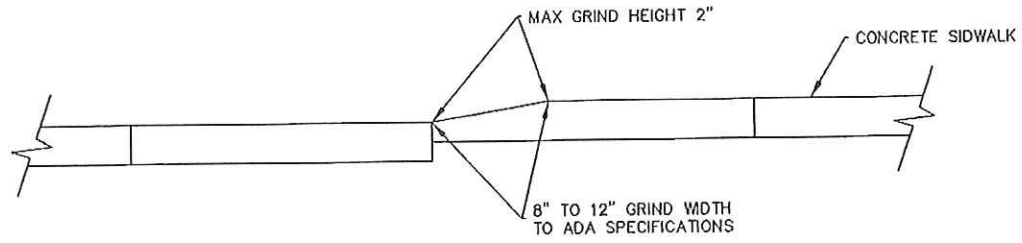
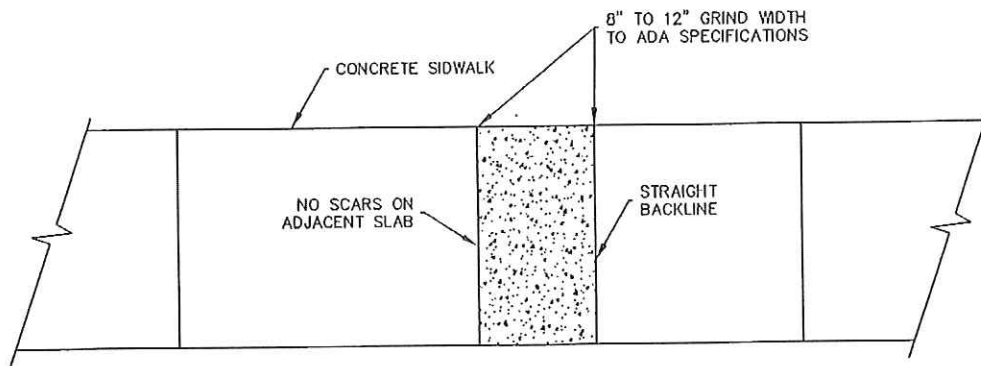
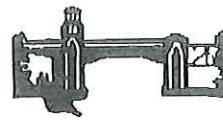
<u>ITEM NUMBER/DESCRIPTION</u>	<u>UNIT</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH
2) Grinding of sidewalk wider than five (5) feet wide	LF

Payment is full compensation for furnishing all materials; mobilizing to site; grinding; clean up; removing all excess debris, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress.

The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

It is anticipated that the agreement (sample attached) will be provided to the contractor after May 17, 2016. Start date is June 20, 2016.

TYPICAL SECTIONPLAN VIEW

ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115

OFFICE 920-339-4061
FAX 920-339-4071

TITLE:
CONCRETE SIDEWALKS
GRINDING DETAIL

DIVISION: 33

DRAWING NO:

DATE: 4/2016
BY: SRL
CHECKED: EPR

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 16-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	200*	\$ 49.35	\$ 9,870.00
2) Grinding of sidewalk wider than five (5) feet wide	LF	10*	\$ 9.00	\$ 90.00
TOTAL				\$ 10,040.00

*Estimate, final totals determined in field

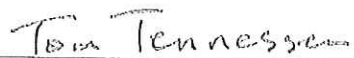
PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of All Star Cutting & Coring, LLC

Corning, LLC and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.



(Signature of Bidder)

TITLE Owner


Print or Type Name of Bidder

Page 2 of 4

* Insurance and Bond on file w/ city of De Pere
We are residents of De Pere

X:\Projects\City Projects\2016\16-19A Sidewalk Grinding\400- Plans & Specifications\16-19A BIDDING DOCS.doc

**PROJECT 16-19A CONCRETE GRINDING SIDEWALK
PROPOSALS**



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				All Star Cutting & Coring, LLC		Raise-Rite Concrete Lifting, Inc.		Concrete Cutters, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
1)	Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	200	\$ 49.75	\$ 9,950.00	\$50.00	\$10,000.00	\$ 72.50	\$ 14,500.00
2)	Grinding of sidewalk wider than five (5) feet wide	LF	10	\$ 9.00	\$ 90.00	\$10.00	\$100.00	\$ 14.50	\$ 145.00
	Total Amount Bid				\$ 10,040.00		\$10,100.00		\$ 14,645.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Resolution #16-58, Awarding Official City Newspaper Contract.

ATTACHMENTS:

- Reso16-58 (DOCX)
- Paper Bid 2016 (PDF)

RESOLUTION #16-58

AWARDING OFFICIAL CITY NEWSPAPER CONTRACT

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

WHEREAS, the sole effective bid was submitted by the *Green Bay Press Gazette*.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The *Green Bay Press Gazette* be designated the Official City Newspaper for the printing of Council proceedings and legal notices for the 2016-2017 contract year in accordance with its sole effective bid. A copy of such bid is attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of May, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-58 (4677 : Resolution #16-58, Awarding official paper bid)



April 5, 2016

Invitation for Bid – Official City of De Pere Newspaper - 2016

The Green Bay Press-Gazette is offering the following legal advertising rates for the publication of council proceedings and other city legal advertising through April 30, 2017. These rates are lower than the state set rates, which you can see on the enclosed certification letter.

Classified 6 Column Per Line charge – Arial 6-point Font:

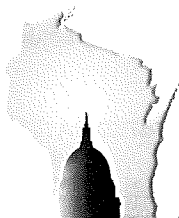
Number of Columns	First Insertion	Subsequent Insertion(s)
1	\$1.0629	\$0.8396
2	\$2.2418	\$1.7708
3	\$3.4208	\$2.7020
4	\$4.5997	\$3.6332
5	\$5.7786	\$4.5644
6	\$6.9576	\$5.4956

Additional charges that may apply - affidavit charges \$1.00 for each affidavit.

Thank you for the opportunity to serve your community.

Sincerely,

Sara Rogers
Sales Manager - Operations


**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

SCOTT A. NEITZEL
SECRETARY

Division of Enterprise Operations
State Bureau of Procurement
101 East Wilson Street, 6th Floor
Post Office Box 7867
Madison, WI 53707-7867
Voice (608) 266-2605
Fax (608) 267-0600
<http://vendornet.state.wi.us>

December 11, 2015

KEEP THIS DOCUMENT FOR YOUR RECORDS

Green Bay Press Gazette

Sara Rogers
435 E Walnut Street
PO Box 23430
Green Bay, WI 54305-3430

2016 Certification of Legal Notice Rates for Newspapers

This letter certifies that the newspaper listed above may collect a fee for publishing legal notices required by Wisconsin law. Certification requirements are reviewed and legal are updated annually pursuant Chapter 10 ELECTION DATES AND NOTICES and 985 PUBLICATION OF LEGAL NOTICES; PUBLIC NEWSPAPERS; FEES of the Wisconsin Statutes.

- Part One lists information currently on file about this newspaper
- Part Two addresses general legal/public notices
- Part Three covers election facsimile ballots
- Part Four contains general information about the certification process

Effective Dates

Unless otherwise updated and amended, this certification letter governs notices published on:
January 1, 2016 through December 31, 2016.

Part 1 -- Newspaper Information

The information below will determine the rates/fee for this newspaper and is published on the Internet. Contact the Department of Administration IMMEDIATELY with changes to any of the information listed in this document:

Paid Circulation: 37,540
Circulation Adjust: 75%
Day(s) Published: Su M Tu W Th F Sa
legals@cwnews.net
County: Brown

Telephone: (877) 943-0446
Fax: (877) 943-0443
E-Mail: legals@greenbaypressgazette.com /

Parent Co.: Gannett Satellite Info Sys dba Gannett WI Media

Part 2 -- General Legal Notices

Section 985.08 of the Wisconsin Statutes provides for publishing legal notices calculated on a per line basis:

Fees for publishing. (1) "The fee for publishing a legal notice shall be not more than the rate issued by the department of administration for the first and subsequent insertions per standard line. The charge for the publication of a facsimile ballot shall be computed as if the area occupied by the ballot were set in standard lines. If a legal notice contains tabulated matter, then the fees allowable for the area containing such matter shall be increased 50% of the standard line base rate without adjustment for circulation premium. Composed matter shall be interpreted as being tabular when it contains 2 or more justifications per line."

December 11, 2015

Page 2 of 4

Your newspaper is certified for the fonts and column widths in the following list. Use the corresponding adjusted line rates to calculate fees.

Font(s)	Point Size	Alphabet Length	Column Width	Font Base	ADJUSTED RATES	
					First Insert	Subsq Insert
Arial	6	78	9.18	0.6074	1.0629	0.8396
Arial	6	78	19.36	1.2811	2.2418	1.7708
Arial	6	78	29.54	1.9547	3.4208	2.7020
Arial	6	78	39.73	2.6284	4.5997	3.6332
Arial	6	78	49.91	3.3021	5.7786	4.5644
Arial	6	78	60.09	3.9757	6.9576	5.4956

State law allows state agencies, municipalities, and any other units of government may place an order for public notices in a display or classified manner. Section 985.08(7), Wis. Stats., provides as follows:

"The discretion of utilizing the display method of publishing official materials shall be vested solely in the public authority ordering such publication and the rate charged for publication in this instance shall not exceed the regular commercial display advertising rate of the publisher."

Part 3 -- Ballots

Fees for publishing ballots are calculated by area. The fee is charged as if the area occupied by the ballot were set in the standard line described in s. 985.08 (2)(a), Wis. Stats.

"All legal notices shall be in Arial type face. A standard line shall be 6-point Arial on a 6-point leading without spacing between the lines, and 11 picas in length. One inch equals 6 postscript pica and 72 postscript points. Nonstandard line lengths shall be allowed with adjustments in fees according to variations in line length."

To calculate ballot rates use the current statute standard line rate of **\$0.7166** first insert and **\$0.5661** subsequent insertion, multiplying by 12 lines per inch, then dividing by 11 picas per column and applying the newspaper's circulation adjustment.

Use the following worksheet to calculate fees for ballots:

- Measure the width of the ballot in picas (1 inch = 6 picas = 72 points): (a) _____
- Measure the height (single column) of the ballot in inches: (b) _____
- Multiply line (a) times line (b) equals: (c) _____
- Enter the appropriate adjusted facsimile ballot rate from the table below: (d) \$ _____

Range	Circulation Adjustment	Ballot Rate per line
First Insert: \$0.7166		
8,0000 or less	0%	\$0.7817
8,001-12,000	15%	\$0.8990
12,001-16,000	30%	\$1.0163
16,001-20,000	45%	\$1.1335
20,001-24,000	60%	\$1.2508
24,001 and up	75%	\$1.3681
Subsequent Insert: \$0.5661		
8,0000 or less	0%	\$0.6176
8,001-12,000	15%	\$0.7102
12,001-16,000	30%	\$0.8028
16,001-20,000	45%	\$0.8955
20,001-24,000	60%	\$0.9881
24,001 and up	75%	\$1.0807

e) Multiply line (c) times line (d) = TOTAL \$ _____

Sample Ballots shall be published per the copy furnished by the county and municipal clerks. Introductory and descriptive text includes material which accompanies the ballot but which in itself is not part of the actual ballot. Fees

December 11, 2015

Page 3 of 4

for such are not calculated as facsimile ballots. Unless directed otherwise by the election official, this material should be published using the appropriate legal notice font and line rate from this certification.

s. 5.94 "Sample ballots; publication. When an electronic voting system employing a ballot that is distributed to electors is used, the county and municipal clerk of the county and municipality in which the polling place designated for use of the system is located shall cause to be published, in the type B notices, a true actual-size copy of the ballot containing the names of offices and candidates and statements of measures to be voted on, as nearly as possible, in the form in which they will appear on the official ballot on election day. The notice may be published as a newspaper insert. Municipal clerks may post the notice if the remainder of the type B notice is posted."

SIZE: Election ballots may **not** be enlarged. If appropriate to provide a proper fit for a newspaper's standard column width, ballots may be reduced in size photographically. If reduced, the fee calculations are based on the area covered by the ballot as published, i.e., after it is reduced.

Chapter 10 of the Wisconsin Statutes provides the information necessary to publish election ballots in newspapers.

OPTICAL SCAN BALLOTS: These were developed after the requirements of Chapter 985 Wisconsin Statutes were established. Responsibility for readability lies with the county or municipality placing the notice.

Part 4 -- General Information

QUALIFICATIONS: Section 985.03, Wis. Stats., establishes the minimum requirements for a newspaper to be eligible to publish legal notices. See 985.03(1) for clarification of the following:

- Has been published regularly and continuously for 2 of the 5 preceding years in the city, village or town where published.
- Has had a bona fide paid circulation during the period in (a) above which constitutes 50% or more of its circulation.
- That has had actual subscribers at each publication of not less than 1,000 copies in 1st and 2nd class cities, or 300 copies if in 3rd and 4th class cities, villages or towns.
- Appears at regular intervals and at least once a week and contains reports of happenings of recent occurrence of a varied character, such as political, social, moral and religious subjects, designed to inform the general reader.

MEASUREMENTS: For purposes of this certification, 1 inch = 6 picas = 72 points.

RATES: Wisconsin Statutes establish the standard line rate for publication of legal notices and the annual adjustment procedure. The rates for each newspaper are calculated by adjusting for the font alphabet length, the newspaper's column width(s) and total paid circulation. (Please refer to s. 985.08(2)(a), Wis. Stats.)

INSERTION: Use first insert rates to calculate fees for the first date a notice or ballot is published. First insert rates include an allowance for preparatory work by the publisher. Use subsequent insert rates for repeat publications of the same notice or ballot, i.e., when no additional preparation is needed.

COPY: When electronic copy for the entire legal notice or substantial areas thereof is provided, eliminating typesetting, enlargements or reductions, or other changes by the newspaper, the maximum rate is the same as the maximum rate established under sub.(1) for subsequent insertions. (Please refer to s. 985.08 (2)(b), Wis. Stats.)

TEAR SHEETS: Upon request, a tear sheet proof of a multiple insertion notice shall be mailed to the advertiser or the advertiser's attorney within 72 hours after the first insertion, and an additional charge of \$1 for such tear sheet proof may be made. (Please refer to s. 985.08 (8), Wis. Stats.)

AFFIDAVITS: The fee for an affidavit of publication shall be \$1.00. (Please refer to s. 985.12(4), Wis. Stats.)

RENEWALS: Annually updated legal notice rate certification to newspapers who meet the statutory requirements. Newspapers need to contact the State Bureau of Procurement for any changes in address, font size, column width or any of the items listed in this certification. (Please refer to s. 985.08(1), Wis. Stats.)

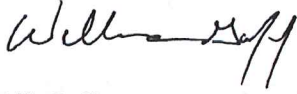
December 11, 2015

Page 4 of 4

Newspapers must contact the Department of Administration for any changes in public notice contact personnel, address, font sizes, column width and/or any of the items listed in this certification.

If you have any questions about this certification, please email me at: william2.goff@wisconsin.gov or you can call me at (608) 266-1002.

Sincerely,



Bill Goff
Newspaper Certification Program



PRESS-GAZETTE
media
A GANNETT COMPANY

**STATE OF WISCONSIN
BROWN COUNTY**

CITY OF DE PERE

335 S BROADWAY
DE PERE

WI 541152526

Being duly sworn, doth depose and say that she/he is an authorized representative of the Green Bay Press
Gazette, a newspaper Green Bay, Wisconsin, and that an advertisement of which the annexed is a true copy,
taken from said paper, which was published therein on

Account Number: GWM-286422
Order Number: 0001130279
No. of Affidavits: 1
Total Ad Cost: \$26.51
Published Dates: 04/07/16

(Signed)

Christi Ambrosius

(Date)

4-7-16

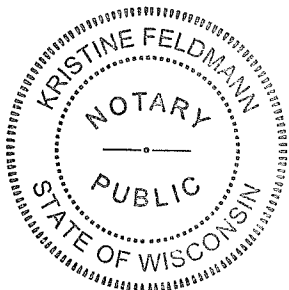
Legal Clerk

Signed and sworn before me

Kristine Feldmann

My commission expires

12-7-19



NOTICE TO NEWSPAPERS
NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk of the City of De Pere, Wisconsin, at the City Clerk's office in the City Hall until 12:00 o'clock Noon on the first Tuesday in May, being May 3, 2016, for separate proposals to publish in English (a) Council Proceedings, and (b) City's legal notices. Bids will be received from all daily and weekly newspapers, which have been published regularly in said City of De Pere for two years preceding the date hereof, being in accordance with Section 985.06 of the Wisconsin Statutes. Bids for more than legal rate for like work will not be considered. The right to reject any or all bids or to waive any informality is reserved by the City.
Dated April 7, 2016
Published April 7, 2016
(Signed) Shana Ledvina, City Clerk
RUN: April 7, 2016 WNAXLP

CITY OF DE PERE

Re: Notice to Newspapers

GANNETT WI MEDIA
435 EAST WALNUT ST.
PO BOX 23430
GREEN BAY, WI 54305-3430

GANNETT
Wisconsin Media
Delivering Customers. Driving Results.

PHONE 920-431-8298
FAX 877-943-0443
EMAIL legals@greenbaypressgazette.com

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve funding for emergency replacement of compressor at the Community Center

We were informed from our preventative maintenance HVAC company the compressor at the Community Center, which controls our cooling, is no longer working and cannot be repaired. Staff investigated the issue and confirmed the compressor failure. Because the compressor is vital to cooling of the building we are asking for funding to conduct an emergency repair to the compressor. Normally such an item would go to Finance and then Council, but due to summer temps approaching we have requested the issue go right to Council to expedite the process. A quick repair will allow us to avoid down time in the facility due to uncomfortable temperatures. I have included an estimate from our preventative maintenance company to repair the compressor.

The estimated amount is \$6765 and would come from undesignated reserves.

ATTACHMENTS:

- De Pere Community Center Compressor Replacement (PDF)



TWEET/GAROT MECHANICAL, INC.

20.a

CORPORATE OFFICE:

2545 Larsen Road
P. O. Box 11767
Green Bay, WI 54307-1767
(920) 498-0400
Fax: (920) 498-8136

REGIONAL OFFICE:

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

www.tweetgarot.com

May 9, 2016

Marty Kosobucki
City of De Pere
925 South Sixth Street
De Pere, WI 54115

RE: City Of De Pere - Community Center – Compressor Replacement

Dear Marty,

Our Lump Sum Price to complete this project is **\$6,765.00 (Six Thousand, Seven Hundred Sixty Five Dollars)**.

Our proposal includes the following parts:

- Lock out/tag out unit for service
- Recover refrigerant R22
- Disconnect piping and electrical from existing compressor
- Perform acid test on compressor oil, add neutralizer if necessary
- Remove compressor and properly dispose compressor and oil off site
- Deliver and set new compressor in place
- Reconnect piping and electrical to new **compressor along with a new contactor, high pressure switch and (4) crankcase heaters.**
- Pressure test system and inspect for leaks
- Evacuate system and check for leaks
- Charge with reclaimed R22 refrigerant into system
- Start up and check to verify proper system operation
- New compressor and material required for the replacement as stated above
- Labor to perform the service during normal business hours

Our proposal does not include:

- Any freight or expediting costs.
- Repair, replacement or correction to any system components that may be found to be defective during the start up
- Repair or replacement of any piping that may be found to be leaking
- Labor to perform the replacement after normal business hours
- If the reclaimed R22 refrigerant is burnt would need to the following:
 - Flushing the hard lines with RX11
 - Replace Filters
 - Recharge with new R22 refrigerant

Attachment: De Pere Community Center Compressor Replacement (4727 : Approve funding for emergency replacement of compressor at the

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

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

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

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

Thank you for the opportunity to submit this proposal. Please call (920) 498-7659 or e-mail john.kurowski@tweetgarot.com with any questions.

Sincerely,

TWEET/GAROT MECHANICAL, INC. – Green Bay



John Kurowski
Service Coordinator

ACCEPTANCE OF PROPOSAL:

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

Attachment: De Pere Community Center Compressor Replacement (4727 : Approve funding for emergency replacement of compressor at the



CONTRACT TERMS AND CONDITIONS

1. **Asbestos and Hazardous Materials.** Unless specified in the scope of services, asbestos or other hazardous materials disturbance, removal or abatement is not provided for by the terms and conditions of this contract and in the event that asbestos or other hazardous material is encountered or disturbed in order to complete this project, it will be treated as extra work under Paragraph 10 of this Agreement. Tweet/Garot Mechanical, Inc. may require Owner to be responsible for the removal or abatement of asbestos or any other hazardous materials found on the job site before proceeding.
2. **Arbitration, Validity and Damages.** Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Claims within the monetary limit of the Small Claims Court shall be litigated in such court at the request of either party. Any claim filed in Small Claims Court shall not be deemed to be a waiver of the right to arbitrate, and if a counter-claim in excess of the jurisdiction of the Small Claims Court may be filed outside the Small Claims Court, then the party filing in the Small Claims Court may demand arbitration pursuant to this paragraph.

ANY DAMAGES FOR WHICH TWEET/GAROT MECHANICAL, INC. MAY BE LIABLE TO OWNER
SHALL NOT, IN ANY EVENT, EXCEED THE CASH PRICE OF THIS AGREEMENT.
3. **Reservation of Rights of Dispute.** In the event that Tweet/Garot Mechanical, Inc. is required, or deems it appropriate, to proceed with and complete any work which is the subject of a dispute between the Owner and Tweet/Garot Mechanical, Inc. as to whether such work should be classified as a "change" or as an "extra", Tweet/Garot Mechanical, Inc. may, if it deems it appropriate, but is not required to, proceed with such work, and therefore or contemporaneously, begin arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, to determine whether such work is in fact a "change" or an "extra" without waiving any said rights, as well as determining the effect of the extra work.
4. **Attorney Fees.** In the event legal action or arbitration is instituted for the enforcement of any term or condition of this contract, the prevailing party shall be entitled to an award of reasonable attorney fees in said action or arbitration, in addition to the costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.
5. **Removal of Debris.** Upon completion of work, Tweet/Garot Mechanical, Inc. agrees to remove all of its own debris and surplus materials from Owner's property and leave the property in a neat and clean condition. Tweet/Garot Mechanical, Inc. will not accept any charges for any pro-rated proportion of general clean-up of the premises, nor will it be responsible for the disposal of central scrap piles.
6. **Failure to Make Payments.** If the Owner fails to make the scheduled progress payments as defined in "Schedule of Payments" then Tweet/Garot Mechanical, Inc. has the absolute right to cease the performance of any further work until such time as payment is made. If said payment is more than ten(10) working days late, Tweet/Garot Mechanical, Inc. may treat said lateness as a material breach of this contract agreement and justifiably refuse to complete the balance of this contract. Tweet/Garot Mechanical, Inc. may then institute arbitration proceedings as described herein for any and all damages incurred including but not limited to lost profits.
7. **Items not the responsibility of Tweet/Garot Mechanical, Inc..** Unless specifically included in the scope of services, Tweet/Garot Mechanical, Inc. shall not be held responsible for any existing violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Tweet/Garot Mechanical, Inc. is not responsible for any abnormal or unusual pre-existing conditions.
8. **Excusable Delays.** If Tweet/Garot Mechanical, Inc. is delayed in the performance of the work by conditions that could not be reasonably foreseen by Tweet/Garot Mechanical, Inc. or out of the reasonable control of Tweet/Garot

Mechanical, Inc., which include, but are not limited to actions taken by Owner, acts of God; fire; explosions or other casualty losses; terrorist acts; strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement or removal; or acts of governmental bodies, then Owner shall grant Tweet/Garot Mechanical, Inc. a reasonable extension of time. If additional work or costs are required of, or incurred by Tweet/Garot Mechanical, Inc. as a result of the delay, then Tweet/Garot Mechanical, Inc. shall be entitled to compensation as called for in Paragraph 10.

9. **Safety and OSHA Requirements.** Tweet/Garot Mechanical, Inc. agrees to comply with all local, state and national laws, including without limitation, the provisions of the Accident and Safety Health Act of 1970 and the Construction Safety Act of 1969. Tweet/Garot Mechanical, Inc. is not responsible for any liability caused by the owner's noncompliance. Owner responsibility includes availability to Tweet/Garot Mechanical, Inc. personnel of all pertinent Material Safety Data Sheets (MSDS) or OSHA's Hazard Communication Regulations.
10. **Extra Work.** Tweet/Garot Mechanical, Inc. shall provide the labor and materials specified in the scope of services. Additional work not specified in the contract will be provided only upon written authorization of Owner. However, in the event that the parties cannot agree on the sum necessary to compensate Tweet/Garot Mechanical, Inc. for the extra work, then Tweet/Garot Mechanical, Inc. shall be paid its actual costs for the additional labor and materials as well as its normal overhead and profit. In the event that an emergency exists, then Tweet/Garot Mechanical, Inc. may proceed upon the verbal authorization of Owner or Owner's job superintendent and request written confirmation of the verbal authorization within 72 hours.
11. **Protection of Work.** To the extent noted herein, Tweet/Garot Mechanical, Inc. will protect its own work until completion and acceptance of the work. To allow Tweet/Garot Mechanical, Inc. to protect the work, Owner shall provide Tweet/Garot Mechanical, Inc. adequate storage space and security on the construction site. Once Tweet/Garot Mechanical, Inc.'s work is completed, then the Owner shall be responsible for the protection of the work as well as the entire project.

If Tweet/Garot Mechanical, Inc.'s work is damaged or destroyed as a result of actions beyond the reasonable control of Tweet/Garot Mechanical, Inc. or through the negligence of persons other than Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall repair and replace said damage or destroyed work but will do so only upon being compensated for same. Compensation shall be treated as extra work and the compensation shall be determined as provided in Paragraph 10.
12. **Concealed Conditions.** In the event that Tweet/Garot Mechanical, Inc. encounters rock, groundwater, underground construction utilities or other conditions unknown to Tweet/Garot Mechanical, Inc. and not reasonably foreseeable by Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall immediately stop work and call Owner's attention to such concealed conditions in writing. The contract terms will be equitably adjusted in writing.
13. **Insurance.** Tweet/Garot Mechanical, Inc. will carry workers compensation insurance to protect Tweet/Garot Mechanical, Inc.'s employees during the progress of the work. The Owner shall obtain and pay for insurance for injury to his own employees and persons not under the control of Tweet/Garot Mechanical, Inc..
14. **Indemnification.** The Owner shall indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from Owner use of the job site, or from the conduct of the Owner's business or from any activity, work or things done, permitted or suffered by Owner or others in or about the job site or elsewhere, and shall further indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from any breach or default in the performance of any obligations on the Owner's part to be performed under the terms of the contract agreement, or arising from any negligence of the Owner or any of the Owner's agents or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought therein; and in case any action or proceeding be brought against Tweet/Garot Mechanical, Inc. by reason of any such claim. The Owner, upon notice from Tweet/Garot Mechanical, Inc., shall defend same at the Owner's expense by counsel satisfactory to Tweet/Garot Mechanical, Inc..

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 17, 2016

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Appointments and re-appointments to various boards and commissions by Mayor Walsh.

ATTACHMENTS:

- May 13, 2016 Appointment Letter (DOC)

Memo**City of De Pere**

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointment and Re-Appointments
Date: May 13, 2016

I am submitting the following names for appointment/re-appointments at the May 17, 2016 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Commission**Appointment/Re-Appointments**

Board of Health

Dr. Michael McHenry/Re-Appointment

Board of Park Commissioners

George Brown/Re-Appointment

Board of Review

Mark Higgins/Re-Appointment

Brown County Planning Commission

Kimberly Flom/Re-Appointment

Commission on Aging

Ken Peterson/Appointment

MEMORANDUM

TO: Mayor & City Council

FROM: Larry Delo, City Administrator

DATE: May 11, 2016

SUBJECT: Southern Bridge Project Status

Per the request of Alderperson Donovan, the current status of the Southern Bridge project is on the agenda for discussion. I contacted the Brown County Planning Department and received the following information regarding the existing status of the project:

The consulting firm retained by the county to develop the traffic analysis and conceptual interchange design is continuing to work on the tasks summarized in the *I-41 and Southern Bridge Crossing* chart that Cole Runge distributed to and discussed with the city council on February 17, 2016. There are no traffic analysis findings or interchange design concepts to present at this point, but it appears that Brown County Planning is still on schedule to complete the tasks summarized in the chart by the end of 2016.

Brown County is continuing to examine potential federal funding sources for developing the project after the EIS and IAIR are approved (which Brown County Planning is still assuming will be by the end of 2018). The County Executive is also continuing to meet with state elected officials, business leaders, and others to broaden support for the project.

The City's administrative staff will continue to work with Brown County as well as other agencies and elected officials to complete the Southern Bridge Project. Please let me know if you need any additional information.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 17, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 5-17-16 VOUCHERS

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: May 17, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 5-17-2016 (PDF)

CITY OF DE PERE -May 17, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	SCHIERLAND, KURT J.	237 COOLIDGE ST	GREEN BAY	WI	54301

Temporary Operator License Applications					
1	ARMSTRONG-SCHWARTZ, NIKOLE K.	6833 COUNTRY CREEK CT	GREENLEAF	WI	54126
2	BURHITE, MICHELLE A.	1125 CIRCLE DR	GREEN BAY	WI	54313
3	HOOYMAN, TIMOTHY A.	1126 SWAN RD	DE PERE	WI	54115
4	LEE, LUE	118 S. JOSEPH ST	APPLETON	WI	54915
5	LEE, MAI L.	118 S. JOSEPH ST #4	APPLETON	WI	54915
6	LUEBKE, VICKI L.	4860 N. SHORELAND	WHITEFISH BAY	WI	53217
7	SCHWARTZ, DAWN M.	6833 COUNTRY CREEK CT	GREENLEAF	WI	54126
8	SCHWARTZ, TROY C.	6833 COUNTRY CREEK CT	GREENLEAF	WI	54126
9	VAN SLUYS, STEVEN J.	2217 MARLEE LN	GREEN BAY	WI	54304
10	SIEBERT, STEVEN D.	702 BOMIER ST	DE PERE	WI	54115

New Operator License Applications for the 2014-2016 Licensing Period					
1	TAVERA, ALEX	3694 MAY LN	DE PERE	WI	54115
2	WATTS, ELIZABETH M.	904 CLEMENT #3	GREEN BAY	WI	54302

New Operator License Applications for the 2016-2018 Licensing Period					
1	COWAN, MITCHELL J.	100 N. FRONT ST #101	DE PERE	WI	54115
2	NEUGENT, REBECCA L.	667 FAIRVIEW AV	DE PERE	WI	54115
3	PEARCE, MICHELLE L.	429 LANDE ST	DE PERE	WI	54115
4	RENIER, HUNTER T.	512 S. JACKSON ST	GREEN BAY	WI	54301
5	SEDLACEK, LAUREN R.	2284 RED TAIL GLEN	DE PERE	WI	54115

Renewal Operator License Applications for the 2016-2018 Licensing Period					
1	ADHIKARI, BISHNU P.	4024 E. BRAEBURN DR	APPLETON	WI	54913
2	COUILLARD, THERESA L.	315 FOURTEENTH AV	GREEN BAY	WI	54303
3	CRAMER, LORRI A.	2682 GREEN ISLE CT	GREEN BAY	WI	54301
4	FELTHEIM, ANDREW L.	5007 REDBUD CT	GREEN BAY	WI	54311
5	FRENCH, ROBYN M.	1022 SILVER ST	DE PERE	WI	54115
6	GAJESKI, DENISE A.	846 ELM ST	DE PERE	WI	54115
7	GRETZON, ELIZABETH A.	1674 SHAWANO AV APT. 2	GREEN BAY	WI	54303
8	KIELBICKI, DEBRA M.	W10404 ISLAND LAKE LN	GRESHAM	WI	54128
9	POLOMIS, CARRIE R.	224 N. 6TH ST	DE PERE	WI	54115
10	REINHARD, AARON R.	1040 S. 7TH ST	DE PERE	WI	54115

Attachment: 5-17-2016 (4742 : Operator License Applications.)

