Common Council

Regular Meeting

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

Agenda

Tuesday, March 5, 2019 **7:30 PM** **De Pere City Hall Council Chambers**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **March 5, 2019** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

This meeting can be viewed LIVE on 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.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the February 20, 2019 Common Council Meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Recommendation from the Board of Park Commissioners to Approve $300 Donation from JX/Peterbilt for Big Rig Gig.
6. Recommendation from the Board of Park Commissioners to Approve $500 donation from De Pere Optimist Club for Summer Day Camp T-shirts
7. Recommendation from the Board of Park Commissioners to Approve $500 donation from De Pere Optimist Club for Easter Egg Hunt
8. Recommendation from Plan Commission to approve a Proposed Extraterritorial 39 Lot and 1 Outlot final plat of Carpenter's Crossing South at 2700 BLK Lawrence Drive in the Town of Lawrence (Part of Parcels L-474 & L-475). Submitted by Joel Ehrfurth,PLS, Mach IV Engineering, authorized representative for Town of Lawrence, property owner.
9. Recommendation from the License Committee on a Request by Alicia M. Stiles to Appear Before the License Committee Regarding Denial of her Operator License Application.
10. Resolution #19-21 Authorizing Youth Enrichment League {YEL!} Independent Contractor Agreement (Summer Enrichment Camps).
11. Resolution #19-22 Approving Facade Improvement Project and Authorizing Disbursement of Grant [320 Main Avenue (Parcel WD-369)].
12. Voucher Approval.
13. Operator License Applications.
14. Future Agenda Items.
15. Resolution #19-23 Authorizing Amendment to Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority of the City of De Pere and St. Norbert College (Kress Inn Redevelopment and Termination Date of Agreement).

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

16. 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:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Joel Ehrfurth, Mach IV
Cindy Kocken, Town of Lawrence
Pat Kaster, CCLS LLC
Alicia M. Stiles
Kejel VanDeVen, YEL
Chet Gunhus, YEL
Bridget O'Connor, O'Conner Connective
Brian Bruess, St. Norbert College

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Approval of the Minutes of the February 20, 2019 Common Council Meeting.**

ATTACHMENTS:

- 2-20-19 Common Council Minutes_Draft (DOC)

Common Council

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

Regular Meeting

Draft Minutes

Wednesday, February 20, 2019 7:30 PM De Pere City Hall Council Chambers

1. Call to Order: The meeting was called to order at 7:30 PM by Alderperson Boyd; Mayor Walsh was excused.

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Excused
James Boyd	Alderperson	Present
Dan Carpenter	Alderperson	Present
Scott Crevier	Alderperson	Present
Jonathon Hansen	Alderperson	Present
Ryan Jennings	Alderperson	Present
Larry Lueck	Alderperson	Present
Casey Nelson	Alderperson	Present
Dean Raasch	Alderperson	Excused

2. Pledge of Allegiance to the Flag.

3. Approval of the Minutes of the February 5, 2019 Common Council Meeting.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

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

Alderperson Crevier reminded businesses to clear their sidewalks and make them safe for everyone. Alderperson Jennings thanked those who have been shoveling their nearby fire hydrants. Alderperson Nelson invited citizens to participate in the upcoming mental health outreach sessions. The first one is on Wednesday, February 27 at 6:30 p.m. at the De Pere Community Center and the topic is alcohol abuse and the impact on families and communities. The second one is on Monday, March 11, at 6:00 p.m. at the De Pere Cinema, and includes a showing of "Do it for Daniel" which is a documentary about mental health and suicide. A Q&A session will follow the documentary. Alderperson Hansen announced that several Alderpersons met with Representatives Sortwell and Macco and Senator Jacque to discuss area issues, including the southern bridge. He explained that now is a good time to reach out to your legislators in support of the bridge.

5. Recommendation from the Finance/Personnel Committee to approve office furniture donation from St. Norbert College for the Fire Department.

Attachment: 2-20-19 Common Council Minutes_Draft [Revision 1] (7947 : Approval of the Minutes of the February 20, 2019 Common Council

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

6. Recommendation from Finance/Personnel committee to approve changes Seasonal/Part-time Employee Wages

   Alderperson Hansen asked about specific positions impacted. Human Resources Director Shannon Metzler came forward and answered questions regarding flag football pay. She explained that they are trying to keep things consistent between other officiated events and to pay by game, rather than hourly. She also explained what the WSI Instructor Classification for lifeguards means; she explained that the City is having difficulty finding lifeguards who have this classification. Discussion followed regarding lifeguard pay.

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

7. Recommendation from the Board of Public Works to Approve Installation of Artistic Seating within the Street Right of Way with Approval of the Director of Public Works.

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Casey Nelson, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Lueck, Nelson
ABSTAIN:	Ryan Jennings
EXCUSED:	Dean Raasch

8. Recommendation from the Board of Public Works to approve Installation of Sculptures Within the Street Right of Way with Approval of the Director of Public Works.

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Lueck, Nelson
ABSTAIN:	Ryan Jennings
EXCUSED:	Dean Raasch

9. Recommendation from the Board of Public Works to Approve Award of Contract 19-02 Ryan Road Reconstruction to Sommers Construction Company in the amount of $431,246.50.

Attachment: 2-20-19 Common Council Minutes_Draft [Revision 1] (7947 : Approval of the Minutes of the February 20, 2019 Common Council

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

10. Recommendation from the Board of Public Works to Approve Award of Contract 19-03 Pipe Lining - CIPP to Visu-Sewer, Inc in the amount of $297,851.50.

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

11. Recommendation from the Board of Public Works to Approve Award of Contract 19-15 Sewer Cleaning and Televising to Northern Pipe, Inc in the amount of $34,631.00.

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

12. Recommendation from the Board of Public Works to Approve Award of Contract 19-20 Police Flooring Replacement to Macco's Commercial Interiors, Inc in the amount of $45,715.40 with $3,915.40 funded from undesignated reserves.

    Alderperson Carpenter explained that he voted against this at the Board of Public Works meeting and explained that he was not satisfied with the number of bids received. He is now satisfied that the City will attempt to obtain more bids for projects like this moving forward. Alderperson Hansen expressed the same concerns as Alderperson Carpenter; he would have liked to see this contract re-bid.

RESULT:	**ADOPTED [6 TO 1]**
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Carpenter, Crevier, Jennings, Lueck, Nelson
NAYS:	Jonathon Hansen
EXCUSED:	Dean Raasch

13. Ordinance #19-05 A Charter Ordinance Repealing the Charter Ordinance Combining the Office of the City Clerk and City Treasurer (Section 4.04 De Pere Municipal Code).

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

14. Ordinance #19-06 Amending §10-5(a) De Pere Municipal Code Regarding Selection and Tenure of Certain City Officers.

Attachment: 2-20-19 Common Council Minutes_Draft [Revision 1] (7947 : Approval of the Minutes of the February 20, 2019 Common Council

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

15. Resolution #19-16 Amending Classification and Compensation Plan Pay Grade Order List.

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

16. Resolution #19-17 Authorizing Contract with Employee Resource Center, Inc. for Employee Assistance Program.

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

17. Resolution #19-18 Ratifying Fire Department Public Safety Grant Application (Firehouse Subs Public Safety Foundation).

Alderperson Hansen thanked Firehouse Subs for their generosity; and asked Fire Chief Alan Matzke how many of our ambulances have these now.
Chief Alan Matzke explained that each ambulance has one of these devices now.

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

18. Resolution #19-19 Approving Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (AT&T Wireless Antennae Installation).

Alderperson Crevier asked Public Works Director Scott Thoresen how many of our water towers have antennas and what the maximum capacity is on each one. Public Works Director Scott Thoresen explained that three water towers have antennas and each wireless company has a lease with the City. He explained that sometimes the companies have to upgrade their antennas and infrastructure and that the City uses Dixon for these projects because they are familiar with our towers and can monitor the antennas to assure that there is no damage occurring to our infrastructure. Discussion followed regarding capacity and antenna leases. Public Works Director Scott Thoresen explained that the City wants to continue to allow antennas on our water towers to avoid having cell phone towers going up in the City. He gave the example of the Verizon tower that was built in the west side industrial park. Alderperson Hansen stated for those not familiar with these consulting agreements that the City is not funding any of this project; the wireless company pays for it.

Attachment: 2-20-19 Common Council Minutes_Draft [Revision 1] (7947 : Approval of the Minutes of the February 20, 2019 Common Council

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

19. Reso #19-20 Authorizing Agreement for Consulting Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (2019 Ashwaubenon Creek Interceptor Abandonment).

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

20. Confirmation of Appointment to City Clerk and Confirmation of Appointment to Treasurer.

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

21. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Carpenter to table Previously Tabled Operator License Application #2. Upon vote, motion carried unanimously.
Alderperson Boyd moved, seconded by Alderperson Hansen to approve Previously Tabled Operator License Applications #1, 3 and 4. Upon vote, motion carried unanimously.
Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Operator License Applications #1 and 4-6. Upon vote, motion carried unanimously.
Alderperson Boyd moved, seconded by Alderperson Hansen to table Operator License Applications #2 and 3. Upon vote, motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

22. Voucher Approval.

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

23. Future Agenda Items. None.

24. Adjournment.

Attachment: 2-20-19 Common Council Minutes_Draft [Revision 1] (7947 : Approval of the Minutes of the February 20, 2019 Common Council

Alderperson Boyd moved, seconded by Alderperson Nelson to adjourn the meeting at 7:59 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

Attachment: 2-20-19 Common Council Minutes_Draft [Revision 1] (7947 : Approval of the Minutes of the February 20, 2019 Common Council

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2019**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Approve $300 Donation from JX/Peterbilt for Big Rig Gig.**

The Board of Park Commissioners, at the February 21, 2019 meeting, approved accepting a $300 donation from JX/Peterbilt for the Big Rig Gig. Upon vote, the motion passed unanimously with a 5-0 vote.

For the fifth year in a row, JX/Peterbilt has offered to be the main sponsor for our Big Rig Gig event. JX/ Peterbilt will donate $300 to cover the cost of the radio advertisement for the event and provide free giveaways for the children. Approximately 300 kids attend this event every year which will be held at the Perkofski Boat Launch area on May 10. Staff is seeking the Board of Park Commissioner's approval to accept this generous donation of $300 for our Big Rig Gig event.

Thank you for your time and consideration.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2019**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Approve $500 donation from De Pere Optimist Club for Summer Day Camp T-shirts**

The Board of Park Commissioners, at the February 21, 2019 meeting, approved accepting a $500 donation from the De Pere Optimist Club for Summer Day Camp T-shirts. The motion passed unanimously, with a 5-0 vote.

This memo is to seek the Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of $500 from the De Pere Optimist Club towards t-shirts for our Summer Day Camp Program. The Optimist Club would be recognized as a sponsor of our t-shirts with their logo on the back of the shirts. This is their 11th year, out of 12, they have sponsored the summer camp t-shirts. Our department is proud and extremely thankful to have a wonderful partnership with the De Pere Optimists.

Thank you for your time and consideration.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2019**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Approve $500 donation from De Pere Optimist Club for Easter Egg Hunt**

The Board of Park Commissioners, at the February 21, 2019 meeting, approved accepting a $500 donation from the De Pere Optimist Club for the Easter Egg Hunt. The motion passed unanimously with a 5-0 vote.

The De Pere Optimist Club would like to donate $500 to the Community Center for the Easter Egg Hunt, which is a special event open to children ages 2-9 and is scheduled for Saturday, April 13, 2019. For many years the De Pere Optimist Club has co-sponsored this event by providing staff and a monetary donation to help cover some of the costs of candy and prizes. We are seeking the Board of Park Commissioner's approval to accept this generous donation of $500 for our Easter Egg Hunt.

Thank you for your time and consideration.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2019**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Plan Commission to approve a Proposed Extraterritorial 39 Lot and 1 Outlot final plat of Carpenter's Crossing South at 2700 BLK Lawrence Drive in the Town of Lawrence (Part of Parcels L-474 & L-475). Submitted by Joel Ehrfurth,PLS, Mach IV Engineering, authorized representative for Town of Lawrence, property owner.**

On February 25, 2019 the Plan Commission recommended approval of a request for a final extraterritorial plat in the Town of Lawrence by a vote of 6-0.

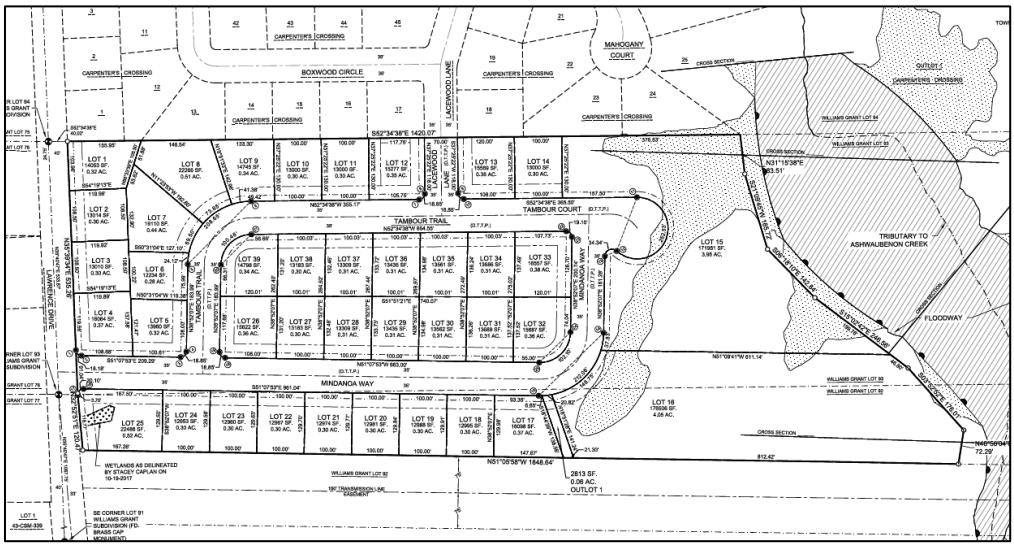
ATTACHMENTS:

- Ex FinPlat - Carpenter's Crossing South - Plan Commission Report (DOCX)
- Application Form (PDF)
- Final Plat (PDF)

ITEM 3: **Recommendation regarding a Proposed Extraterritorial 39 Lot and 1 Outlot final plat of Carpenter's Crossing South at 2700 BLK Lawrence Drive in the Town of Lawrence (Part of Parcels L-474 & L-475). Submitted by Joel Ehrfurth,PLS, Mach IV Engineering, authorized representative for Town of Lawrence, property owner.***

SITE MAP

PROPOSED FINAL PLAT AREA



Attachment: Ex FinPlat - Carpenter's Crossing South - Plan Commission Report (7950 : Recommendation from Plan Commission to approve a

REQUESTED ACTION: Extraterritorial Final Plat Approval.

COMMON DESCRIPTION: 2700 BLK Lawrence Drive, located between Mahogany Trail and Little Rapids Road in the Town of Lawrence.

PARCEL NUMBER(S): Part of Parcels L-474 & L-475

EXISTING ZONING: Agricultural-Farmland Preservation District (AG-FP) for Town of Lawrence (formerly Exclusive Agriculture District). Proposed for residential development.

SURROUNDING LAND USES: Residential to the north.
Agricultural to the south, east, and west, some residential to the west.

COMPREHENSIVE PLAN: Residential for Town of Lawrence.

APPLICANT/OWNER NAME:

Joel Ehrfurth
Authorized representative
Mach IV Engineering
2260 Salscheider Court
Green Bay, WI 54313

Town of Lawrence
Property owner
2400 Shady Court
De Pere, WI 54115

SITE HISTORY: After a review of air photographs, the site has remained vacant for agricultural use since 1938.

In January 2019, both a CSM and a preliminary plat were submitted to the City for review for the same subject area. The intent of the CSM is to divide a portion of the Town owned land, which is necessary to create the boundary for the residential plat development. Plan Commission and Common Council approved both the CSM and preliminary plat on February 5, 2019.

The land division is within the Sewer Service Area for the Town of Lawrence. There are known environmentally sensitive areas (floodplain & wetlands) on the property, which will be addressed by Brown County Planning Commission.

Attachment: Ex FinPlat - Carpenter's Crossing South - Plan Commission Report (7950 : Recommendation from Plan Commission to approve a

STAFF REVIEW:

When reviewing a final plat, staff considers State Statutes 236 Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- An area of platted land was broken off from the two unplatted remnant parcels when the preliminary plat was reviewed. The unplatted remnants are outlined in blue on the Site Map for this report.
- The property has one outlot that is proposed to become part of a public park/trail system
- Lots 1-4 & 17-39 are proposed for single family residential use.
- Lot 15 is a proposed twelve unit condominium site and Lot 16 is a proposed multifamily site.
- The street pattern provides a connection to Lawrence Drive and to the existing residential area to the north via Lacewood Lane.
- The lots exceed the City Municipal Code minimum requirements for a lot size of 8,000 square feet and street frontage of 75 feet, in anticipation of future residential development.
- There is one issue that must be addressed for the CSM:
    - The City of De Pere Certificate should be modified to reference the date the Clerk/Treasurer signs the document AND the date the City of De Pere approved the document.

In summary, the final extraterritorial plat meets the criteria of State Statutes 236 and Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code. The proposed land division does not impact the Comprehensive Plan negatively. The proposed lot size, street frontage, and setbacks meet the City's subdivision requirements for extra territorial plats.

REVIEW PROCESS:

For extraterritorial final plat petitions, the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews final extraterritorial plats. The Common Council is expected to review the City plat on March 5, 2019.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the final extraterritorial plat and forwarding the plat to the Common Council for final approval, subject to:

1. Meeting all other state and local regulations, including the Town of Lawrence, City of De Pere, and Brown County Planning Commission.
2. The City of De Pere Certificate should be modified to reference the date the Clerk/Treasurer signs the document AND the date the City of De Pere approved the document.

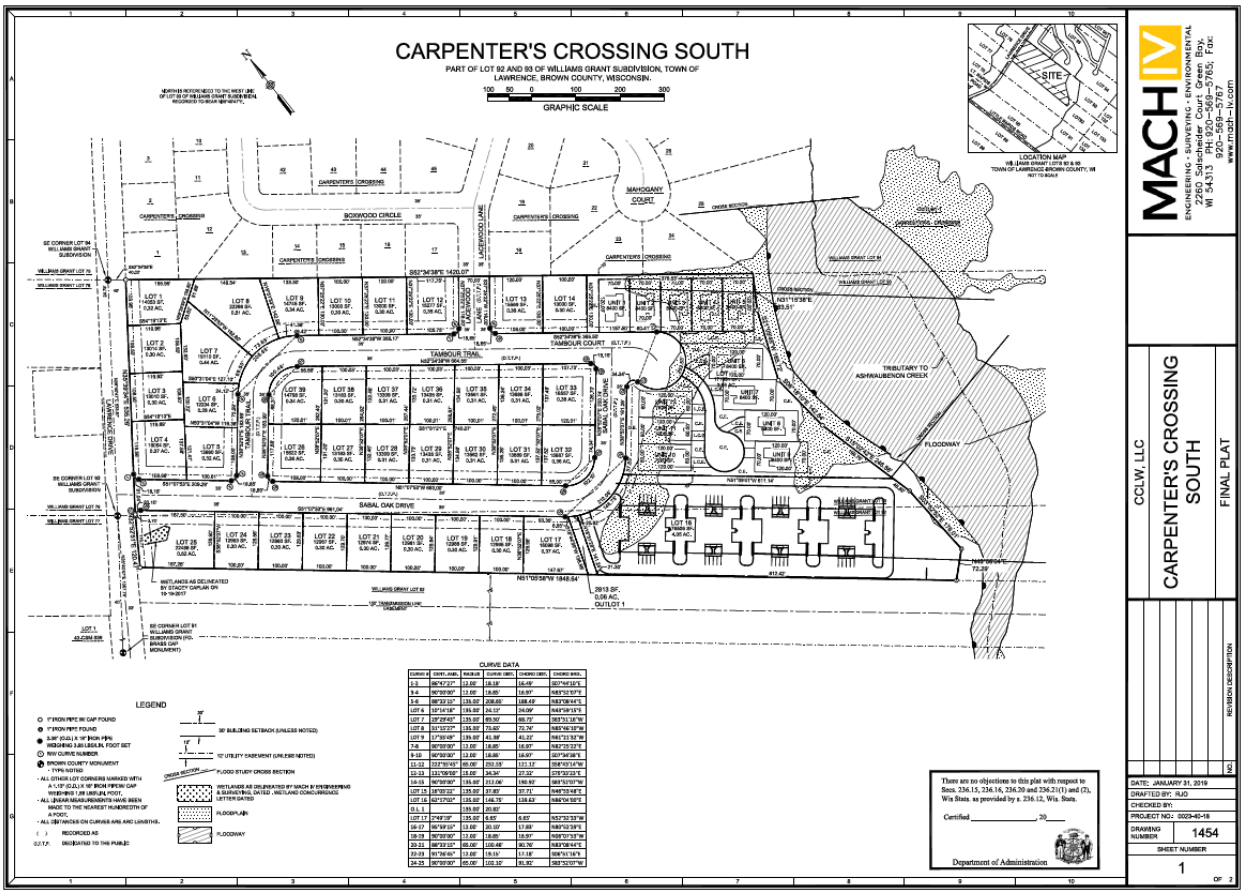
The following three items are **suggestions** that are typically not reviewed

Attachment: Ex FinPlat - Carpenter's Crossing South - Plan Commission Report (7950 : Recommendation from Plan Commission to approve a

directly by the City as an extraterritorial authority:

- The street name label for Tambour Court should be moved to the right, like in the preliminary, as it incorrectly names Tambour Trail.
- Consider the purpose and need for the Tambour Court right-of-way bulb as it appears to be unnecessary on the plat for a condominium site. Consider removing the right-of-way, if possible.
- Review the accuracy of the floodplain in Lots 15-16 with Brown County as it appears to be inconsistent with FEMA maps.

Carpenter's Crossing South Plat with Concept Condominium and Concept Multifamily Included



NOTE: Plan Commission is reviewing the land division for the Carpenter's Crossing South plat. Plan Commission review does not include approval of specific site plan layout details for a condominium or multifamily development.

Attachment: Ex FinPlat - Carpenter's Crossing South - Plan Commission Report (7950 : Recommendation from Plan Commission to approve a

CITY OF DE PERE

APPLICATION FOR PLAT REVIEW

CITY OF DE PERE RECEIVED FEB 11 2019 PLANNING DEPT

Fee: $ 195.00

Receipt #: 139557

Date: 2-11-2019

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
Mach IV Engineering & Sur	Joel Ehrfurth	Principal Engineer	
Mailing Address	**City**	**State**	**ZIP Code**
2260 Salsche	Green Bay	WI	54313
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
jehrfurth@mac	920 569-5765	920 569-5767	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
CCLS, LLC	Pat Kaster	Owner	
Mailing Address	**City**	**State**	**ZIP Code**
2170 Velp Av	Green Bay	WI	54303
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
patkaster@rive	920 497-5090		

SECTION 3: Project or Site Location

Project Address/Description	Parcel No.
Carpenter's Crossing South	L-474 & L-475

SECTION 4: Plat Review

Review Type:	☐ Preliminary Plat ☑ Final Plat	
Fee:	Preliminary Plat Fee: $278 + (____# of lots x $68) Final Plat Fee: $195	$195.00
Present Use of Parcel:	Agriculture	
Proposed Use of Lots:	Residential	

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

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Joel Ehrfurth	Engineer	920 569-5765
Signature of Applicant		**Date Signed**
Joel Ehrfurth		February 6, 2019

TO BE COMPLETED BY CITY STAFF

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

Attachment: Application Form (7950 : Recommendation from Plan Commission to approve a Proposed Extraterritorial 39 Lot and 1 Outlot final)

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL

LETTER OF TRANSMITTAL

TO: CITY OF DE PERE	DATE: 2/7/19	JOB NO: 0023-40-18
335 S BROADWAY	RE: CARPENTERS CROSSING SOUTH	
DE PERE, WI 54115		
ATTENTION:		

WE ARE SENDING YOU:

COPIES	DESCRIPTION
1	APPLICATION FOR PLAT REVIEW
1	REVIEW FEE
1	PLAT FOR FINAL REVIEW

NOTES:

THANK YOU,

JOEL EHRFURTH, P.E.

Attachment: Application Form (7950 : Recommendation from Plan Commission to approve a Proposed Extraterritorial 39 Lot and 1 Outlot final)

2260 Salscheider Court
Green Bay, WI 54313

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL

Phone: 920-569-5765
Fax: 920-569-5767
www.mach-iv.com

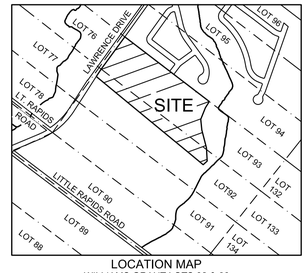
CARPENTER'S CROSSING SOUTH

PART OF LOT 92 AND 93 OF WILLIAMS GRANT SUBDIVISION, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

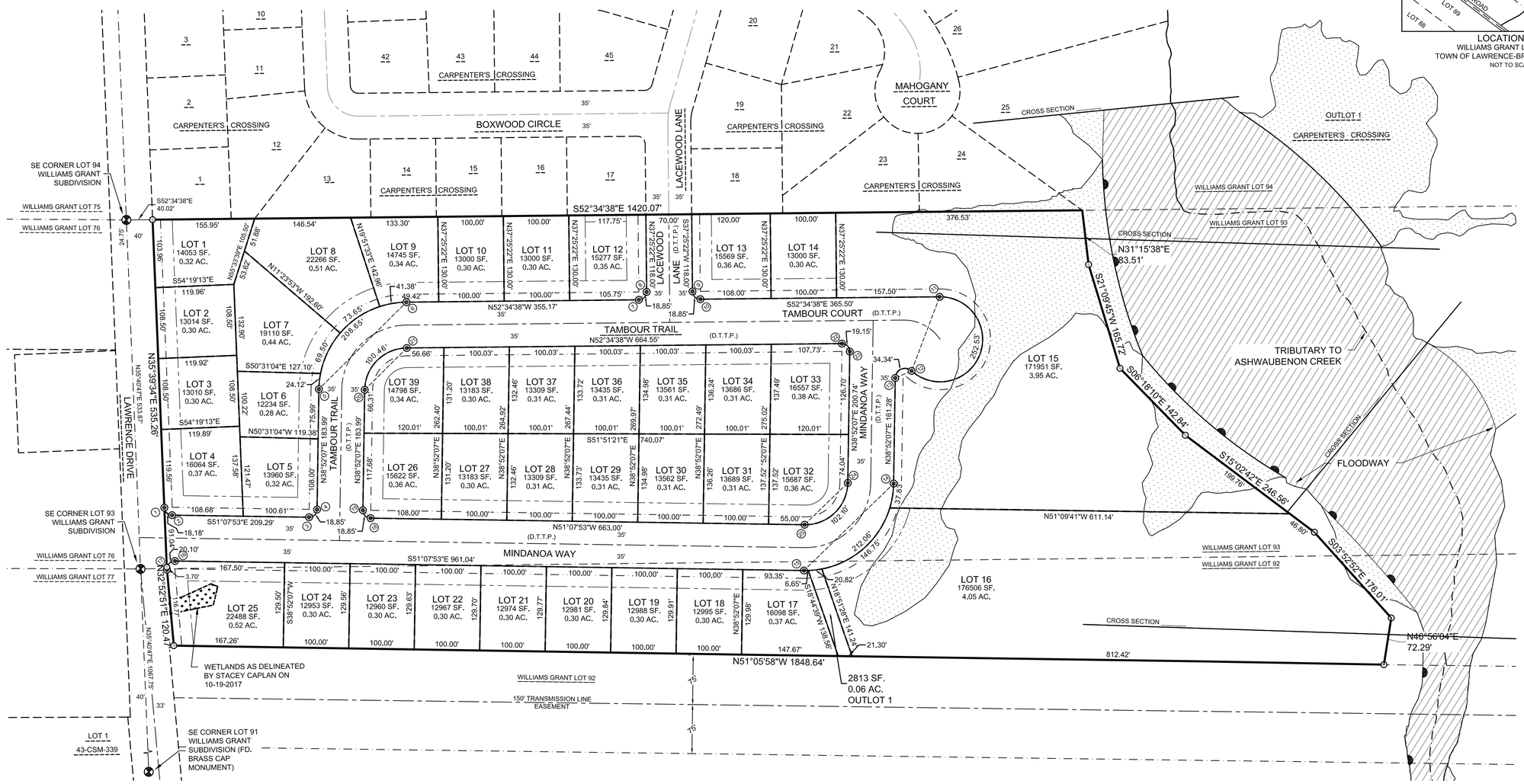
NORTH IS REFERENCED TO THE WEST LINE OF LOT 93 OF WILLIAMS GRANT SUBDIVISION, RECORDED TO BEAR N35°40'47"E.

100 50 0 100 200 300

GRAPHIC SCALE



LOCATION MAP
WILLIAMS GRANT LOTS 92 & 93
TOWN OF LAWRENCE-BROWN COUNTY, WI
NOT TO SCALE



LEGEND

- 1" IRON PIPE W/ CAP FOUND
- 1" IRON PIPE FOUND
- 2.38" (O.D.) X 18" IRON PIPE WEIGHING 3.65 LBS/LIN. FOOT SET
- (1) R/W CURVE NUMBER
- BROWN COUNTY MONUMENT - TYPE NOTED
- ALL OTHER LOT CORNERS MARKED WITH A 1.13" (O.D.) X 18" IRON PIPEW/ CAP WEIGHING 1.68 LBS\LIN. FOOT.
- ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST HUNDREDTH OF A FOOT.
- ALL DISTANCES ON CURVES ARE ARC LENGTHS.
- ( ) RECORDED AS
- D.T.T.P. DEDICATED TO THE PUBLIC

30' BUILDING SETBACK (UNLESS NOTED)

12' UTILITY EASEMENT (UNLESS NOTED)

CROSS SECTION — FLOOD STUDY CROSS SECTION

WETLANDS AS DELINEATED BY MACH IV ENGINEERING & SURVEYING, DATED , WETLAND CONCURRENCE LETTER DATED

FLOODPLAIN

FLOODWAY

CURVE DATA

CURVE #	CENT. ANG.	RADIUS	CURVE DIST.	CHORD DIST.	CHORD BRG.
1-2	86°47'27"	12.00'	18.18'	16.49'	S07°44'10"E
3-4	90°00'00"	12.00'	18.85'	16.97'	N83°52'07"E
5-6	88°33'15"	135.00'	208.65'	188.49'	N83°08'44"E
LOT 6	10°14'18"	135.00'	24.12'	24.09'	N43°59'15"E
LOT 7	29°29'43"	135.00'	69.50'	68.73'	S63°51'16"W
LOT 8	31°15'27"	135.00'	73.65'	72.74'	N85°46'10"W
LOT 9	17°33'49"	135.00'	41.38'	41.22'	N61°21'32"W
7-8	90°00'00"	12.00'	18.85'	16.97'	N82°25'22"E
9-10	90°00'00"	12.00'	18.85'	16.97'	S07°34'38"E
11-12	222°35'45"	65.00'	252.53'	121.12'	S58°43'14"W
12-13	131°09'00"	15.00'	34.34'	27.32'	S75°33'23"E
14-15	90°00'00"	135.00'	212.06'	190.92'	S83°52'07"W
LOT 15	16°03'22"	135.00'	37.83'	37.71'	N46°53'48"E
LOT 16	62°17'02"	135.00'	146.75'	139.63'	N86°04'00"E
O.L. 1		135.00'	20.82'		
LOT 17	2°49'19"	135.00'	6.65'	6.65'	N52°32'33"W
16-17	95°59'15"	12.00'	20.10'	17.83'	N80°52'29"E
18-19	90°00'00"	12.00'	18.85'	16.97'	N06°07'53"W
20-21	88°33'15"	65.00'	100.46'	90.76'	N83°08'44"E
22-23	91°26'45"	12.00'	19.15'	17.18'	S06°51'16"E
24-25	90°00'00"	65.00'	102.10'	91.92'	S83°52'07"W

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salscheider Court Green Bay, WI 54313 PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com

CCLW, LLC

CARPENTER'S CROSSING SOUTH

FINAL PLAT

NO.	REVISION DESCRIPTION

DATE: JANUARY 31, 2019
DRAFTED BY: RJO
CHECKED BY:
PROJECT NO.: 0023-40-18
DRAWING NUMBER 1454
SHEET NUMBER 1 OF 2

Attachment: Final Plat (7950 : Recommendation from Plan Commission to approve a Proposed Extraterritorial 39 Lot and 1 Outlot final)

CARPENTER'S CROSSING SOUTH

PART OF LOT 92 AND 93 OF WILLIAMS GRANT SUBDIVISION, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

100 50 0 100 200 300

GRAPHIC SCALE

CERTIFICATE FOR THE TOWN OF LAWRENCE

APPROVED FOR THE TOWN OF LAWRENCE THIS _____ DAY OF _____, 20____.

_____
PATRICK WETZEL
TOWN OF LAWRENCE ADMINISTRATOR

TOWN OF LAWRENCE TREASURER'S CERTIFICATE

AS DULY ELECTED TOWN TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT AS OF THE DATES LISTED BELOW.

_____
JENNIFER MESSERSCHMIDT DATE
TOWN TREASURER

CERTIFICATE FOR THE CITY OF DEPERE

APPROVED FOR THE CITY OF DEPERE THIS _____ DAY OF _____, 20____.

_____
SHANA LEDVINA
CITY CLERK-TREASURER

BROWN COUNTY PLANNING COMMISSION

APPROVED FOR THE BROWN COUNTY PLAN COMMISSION THIS ____ DAY OF _____, 20__.

_____
DAN TEATERS
SENIOR PLANNER

BROWN COUNTY TREASURER'S CERTIFICATE

AS DULY ELECTED BROWN COUNTY TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAXES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT AS OF THE DATE LISTED BELOW.

_____
PAUL ZELLER DATE
BROWN COUNTY TREASURER

SURVEYOR'S CERTIFICATE

I, RANDALL J. OETTINGER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236, WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF THE TOWN OF LAWRENCE AND THE BROWN COUNTY PLANNING COMMISSION AND UNDER THE DIRECTION OF THE OWNERS LISTED HEREON, I HAVE SURVEYED, DIVIDED AND MAPPED "CARPENTER'S CROSSING SOUTH", AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED AND IS MORE FULLY DESCRIBED AS FOLLOWS:

ALL OF LOT 1 OF VOLUME ___, CERTIFIED SURVEY MAPS, PAGE ___, (MAP # _____-DOCUMENT # _____), BROWN COUNTY RECORDS, LOCATED IN PART OF LOT 92 AND LOT 93 OF WILLIAMS GRANT SUBDIVISION, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

PARCEL CONTAINS 1,081,383 S.F. \ 24.83 AC., MORE OR LESS.
ROAD DEDICATION CONTAINS 195,196 SQUARE FEET/ 4.48 ACRES, MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

_____
RANDALL J. OETTINGER PLS-2349
DATE: JANUARY 29, 2019

NOTES:

1) ALL ROADS WITHIN THE PLAT BOUNDARY ARE DEDICATED TO THE PUBLIC (D.T.T.P.).

2) SIDE YARD SETBACK IS 10 FEET FOR ALL LOTS.

3) REAR YARD SETBACK IS 25 FEET FOR LOTS.

4) THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, "WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK" TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE VILLAGE HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES.

5) LOT 25 INCLUDES WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY .

7) WETLANDS DELINEATED BY STACEY CAPLAN ON 10-19-2017.

9) A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOTS 15 AND 16 PRIOR TO ANY CONSTRUCTION, FILL, OR GRADING ACTIVITY WITHIN 300 FEET OF A STREAM.

RESTRICTIVE COVENANTS:

1) OUTLOT 1 IS DEDICATED TO THE TOWN OF LAWRENCE FOR TRAIL PURPOSES.

2) THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

3) "LOT 25 CONTAINS AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES WETLANDS. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

CONSENT OF CORPORATE MORTGAGEE

LA ENTERPRISES, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF CCLW, LLC, OWNER.

IN WITNESS WHEREOF, LA ENTERPRISES, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____ (print name #1 above), ITS _____ (print title #1 above) AND COUNTERSIGNED BY _____ (print name #2 above), Its _____ (print title #2 above), at _____ (city), _____ (state), this __ day of _____ (month), ____ (year).

(signature #1) _____ (signature #2) _____
(print name #1) _____ (print name #2) _____
(print title #1) _____ (print title #2) _____

PERSONALLY CAME BEFORE ME THIS __ DAY OF _____ (day), _____ (month), ____ (year), THE ABOVE NAMED OFFICERS OF SAID CORPORATION TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICERS OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

STATE OF WISCONSIN]
] ss
COUNTY OF _____]

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

CCLW, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, DOES HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON HIDDEN ACKERS TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. CCLW, LLC ALSO CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

TOWN OF LAWRENCE
CITY OF DEPERE
BROWN COUNTY PLANNING COMMISSION
DEPARTMENT OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID CCLW, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY PATRICIA A. KASTER, ITS MANAGING MEMBERS, ON THIS _____ DAY OF _____, 20___.

_____ _____
PATRICIA A. KASTER
MANAGING MEMBER - CCLW, LLC

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20____, THE ABOVE NAMED MANAGERS OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MANAGER AS THE DEED OF SAID LIMITED LIABILITY COMPANY, BY ITS AUTHORITY.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

UTILITY EASEMENT PROVISIONS (ELECTRIC, NATURAL GAS, AND COMMUNICATIONS)

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY:

CCLW, LLC, A LIMITED LIABILITY COMPANY, GRANTOR, TO:

THE TOWN OF LAWRENCE, GRANTEE;
WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, GRANTEE;
NORTHEAST TELEPHONE COMPANY, LLC, GRANTEE;
WISCONSIN BELL INC., D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION, GRANTEE;
BROWN COUNTY C-LEC, LLC, GRANTEE;
TIME WARNER CABLE, INC., GRANTEE:

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THERON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN SIX INCHES WITHOUT WRITTEN CONSENT OF GRANTEES.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

MACH IV
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2260 Salscheider Court Green Bay, WI 54313 PH: 920-569-5765; Fax: 920-569-5767
www.mach-iv.com

CCLW, LLC

CARPENTER'S CROSSING SOUTH

FINAL PLAT

REVISION DESCRIPTION

NO.

DATE: JANUARY 29, 2019
DRAFTED BY: RJO
CHECKED BY:
PROJECT NO.: 0023-40-18
DRAWING NUMBER 1454
SHEET NUMBER 2 OF 2

Attachment: Final Plat (7950 : Recommendation from Plan Commission to approve a Proposed Extraterritorial 39 Lot and 1 Outlot final)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Recommendation from the License Committee on a Request by Alicia M. Stiles to Appear Before the License Committee Regarding Denial of her Operator License Application.**

ATTACHMENTS:

- Chief of Police Memo_3-5-19 (PDF)
- JSL-Operator's License Application Review-Habitual Law Offender1-10-19 (PDF)

CITY OF DE PERE MEMORANDUM
POLICE DEPARTMENT

To: License Committee

From: Derek A. Beiderwieden, Chief of Police

Date: February 25, 2019

Subject: Alicia Stiles Application for Operator License

Ms. Alicia Stiles has made application to the License Committee for an operator license. Ms. Stiles has had a significant number of encounters with the criminal justice system starting in about 1999 and running through until 2017. The encounters include the many convictions I have supplied to you along with other warrant arrests, traffic stops and local ordinance violations. The convictions include issuing worthless checks, battery, domestic violence, misdemeanor and felony drug possession, bail jumping, theft, resisting an officer, and OWI.

I would strongly urge the License Committee to deny an operator's license to Ms. Stiles.

Please contact me if you should have any questions.

Serving with P.R.I.D.E.

Attachment: Chief of Police Memo_3-5-19 (7965 : Recommendation from License on Request by Alicia M. Stiles to Appear Before the License

MEMORANDUM

TO: Judith Schmidt-Lehman, City Attorney

FROM: Angela Zills, Paralegal

DATE: January 10, 2019

RE: License Committee Review of Operator's License Application – Alicia Mae Stiles

This Memo will provide information to assist the License Committee in reviewing and considering action on the Operator's License Application submitted by Alicia Mae Stiles and whether charges and convictions disclosed in the application would qualify her as a habitual law offender.

De Pere Municipal Code § 7-1 adopts Chapter 125, Wis. Stats., which lists the qualifications and requirements a licensee must have in order to be considered for an operator's license. Specifically under § 125.04(5) (b), habitual law offenders are prohibited from holding a license or permit related to alcohol.

A review of the application of Ms. Stiles indicates that she reveals convictions and/or charges for felonies, misdemeanors and alcohol related offenses in 2002, 2003 and 2012. Additional background research for Ms. Stiles revealed that she has been found guilty of additional charges in 2014, 2015, 2016 and two instances in 2017, none of which was divulged in the application.

State of Wisconsin, ex rel., Smith v. City of Oak Creek, 139 Wis. 2d 788, analyzes the definition of a habitual law offender and provides:

> "In the context of Wis. Stat. § 125.04(5)(b), a person who has 'habitually been a law offender' is someone who has committed several offenses or has repeatedly violated the law. The phrase 'habitually been a law offender' **does not require that there has been a trial or conviction for each or any offense.** What is required is that the offenses were committed, that the law has been violated, and that the fact of such violations can be shown."

Consideration of the above should be taken by the License Committee in determining whether the applicant is qualified to obtain an operator's license.

Attachment: JSL-Operator's License Application Review-Habitual Law Offender1-10-19 (7965 : Recommendation from License on Request by

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2019**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #19-21 Authorizing Youth Enrichment League {YEL!} Independent Contractor Agreement (Summer Enrichment Camps).**

The Board of Park Commissioners, at the February 21, 2019 meeting, approved entering into an Agreement with YEL (Youth Enrichment League) for enrichment camps. The motion was approved unanimously with a 5-0 vote.
Spearheaded by Cindy Lee, our Recreation Specialist, the De Pere Park, Recreation & Forestry Dept. would like to enter into an agreement with YEL (Youth Enrichment League) to provide three enrichment camps during the 2019 summer. Camps typically run 3 hours per day for 1 week. The entire camp time frame would be focused on the specialty offered. Camps offered would include; Project Runway - sewing camp, Junior League Robotics - Legos, and Chess. Camps would target children in grades 1-8.

YEL would provide: all staff (background checks conducted), required insurances including liability and worker's compensation, all materials and supplies, and retain ownership of all computers, Lego kits, chess kits and sewing machines. YEL would also promote all camps on their website and social media sites. The De Pere Park, Recreation & Forestry Department would provide a location for each camp, conduct all enrollment for camps, promote the camps in flyers to the schools and community and also place in our brochure if the timeline permits.

Camp fees vary from $105 - $145 per week for residents (non-resident fee addditonal $15) based on staffing and materials utilized. YEL would retain $87 - $120 per participant depending on camp selected. Projected budget based on all three camps with 10 participants per session:

Revenue:	$3,800
Expenses:	$2,175
Projected Profit:	+$1,625

YEL has drafted a preliminary contract (see attached) which is currently being reviewed by our City Attorney's office. The communities of Bellevue and Allouez started contracting with YEL last year and indicated it was very easy to work with them; the partnership was beneficial to both entities and to the community as a whole.

Staff recommends proceeding with entering into an agreement with YEL to provide youth specialty enrichment camps this summer at the per participant rates indicated above. We are excited to provide additional learning and enrichment opportunities for youth in our community, which help target the tween population and enhance our program offerings.

Thank you for your time and consideration.

ATTACHMENTS:

- Reso19-21 (DOCX)
- Contractor Agreement-Youth Enrichment League(Summer Enrichment Camps) 2-25-19-151-003-19 (PDF)
- 20190211123423548 (PDF)

RESOLUTION #19-21

AUTHORIZING YOUTH ENRICHMENT LEAGUE {YEL!}
INDEPENDENT CONTRACTOR AGREEMENT
(Summer Enrichment Camps)

WHEREAS, the City wishes to purchase Youth Enrichment League {YEL!} courses for summer enrichment camp programming for youth; and

WHEREAS, {YEL!} has the ability to provide qualified and capable staff to provide such services; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the attached Youth Enrichment League {YEL!} Independent Contractor Agreement (Summer Enrichment Camps), subject to such changes as deemed necessary by the City Attorney, together with subsequent renewals thereof provided the terms and conditions are substantively similar and sufficient funds have been budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of March, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso19-21 (7961 : Resolution #19-21 Authorizing Independent Contractor Agreement with Youth Enrichment League {YEL!})

Youth Enrichment League {YEL!}
Independent Contractor Agreement
(Summer Enrichment Camps)

THIS AGREEMENT is made and entered into this _____ day of _____, 2019 by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Youth Enrichment League {YEL!} ("Contractor").

WHEREAS, the City wishes to purchase the {YEL!} courses outlined below; and

WHEREAS, Contractor has available qualified and capable staff to provide such services.

NOW, THEREFORE, in consideration of the above recitations and the mutual covenants, promises and obligations of the parties set forth herein, the receipt and sufficiency of which is acknowledged by each party for itself, the City and the Contractor agree as follows:

1. **Term**
   The term of this Agreement shall be from June 1, 2019 to May 31, 2020. By mutual consent of the City and the Contractor, the parties may agree to extend this Agreement for subsequent terms provided the same are substantively similar and City has budgeted sufficient funds therefor.

2. **Competency, Timing and Cooperation**
   The Contractor agrees to provide fully qualified instructors for the programming services described below, and shall commence, carry on and complete its obligation under this Agreement with all deliberate speed and in an economical and efficient manner in accordance with this Agreement and all applicable laws.

3. **Courses Compensation**
   Contractor shall provide the following courses at the indicated compensation:

   - Project Runway at $120 per student, for the dates of 7/15/2019-7/19/19
   - Chess Summer Camp at $87 per student, for the dates of 8/5/19-8/8/19
   - Junior League Robotics at $105 per student, for the dates of 7/29/19-8/2/19

4. **Compliance with Laws and Indemnification**
   In conducting its activities under this Agreement, Contractor shall:
   a. provide only fully qualified individuals to conduct all programming activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances (including nondiscrimination laws);
   b. secure all appropriate necessary public or private permits and consents;
   c. obtain and maintain all appropriate liability insurance for injury to any person or property arising from its activities relating to this Agreement. Contractor shall provide the City with a Certificate of Liability Insurance in an amount of not less than $2,000,000 per occurrence naming the City as an additional insured

Attachment: Contractor Agreement-Youth Enrichment League(Summer Enrichment Camps) 2-25-19-151-003-19 (7961 : Resolution #19-21

thereunder, and shall provide City with the additional insured endorsement. Such liability insurance shall provide City with not less than 30 days' notice of cancelation; and

d. to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, officials, employees and agents from and any and all claims or demands for loss of or damage to property or for injury or death to any person from any cause whatsoever (including, but not limited to all fees and charges of attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent or intentional acts or omissions of Contractor or Contractor's officers, directors, partners, employees, agents or contractors in the performance and furnishing of Contractor's services under this Agreement.

5. Confidentiality

The Contractor acknowledges that the City maintains participation records that may be protected as confidential under local, state, or federal law or ordinance and agrees to protect and maintain the confidentiality thereof.

Contractor further acknowledges that, as the Contractor to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Contractor agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Contractor as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Contractor for its reasonable costs incurred in complying with this paragraph. Contractor also agrees to indemnify the City from all costs City incurs should Contractor fail to comply with these requirements.

6. Termination and Notice

Either party may terminate the Agreement for cause upon 20 days written notice mailed by first class mail, postage paid to the other party as follows:

If to City:

City of De Pere
Attention: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to:

City of De Pere
Attention: Recreation Superintendent
600 Grant Street
De Pere, WI 54115

If to Contractor:

Youth Enrichment League {YEL!}
Attention: Kejel VanDeVen
1558 Cardinal Lane
Green Bay, WI 54313

Attachment: Contractor Agreement-Youth Enrichment League(Summer Enrichment Camps) 2-25-19-151-003-19 (7961 : Resolution #19-21

7. **Independent Contractor**
   Contractor agrees that it is an independent contractor and not an employee of the City for purposes of the services rendered herein. Contractor shall secure at its own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the City nor shall they have or be deemed to have any direct contractual relationships with the City.

8. **No Assignment/Entirety of Agreement/Severability**
   Contractor may not assign this Agreement, in whole or in part, to any other individual or organization without the written consent of City. This Agreement contains the entire Agreement between the parties and supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. If any provision of this Agreement is held invalid, illegal or unenforceable by any court of final jurisdiction, all other provisions of this Agreement be interpreted to remain valid, enforceable, and binding on the parties.

9. **Authority**
   By signing below, the person hereby represents they have the authority to sign this Agreement and bind the respective party to the terms and conditions contained herein.

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

YOUTH ENRICHMENT LEAGUE {YEL!}
By:

_____
Print Name: _____
Title: _____

CITY OF DE PERE
By:

_____
Michael J. Walsh, Mayor

_____
Shana D. Ledvina, Clerk-Treasurer

Attachment: Contractor Agreement-Youth Enrichment League(Summer Enrichment Camps) 2-25-19-151-003-19 (7961 : Resolution #19-21

{YEL!} Contract

{THINK}
{LEARN}
{PLAY WELL}

Youth Enrichment League {YEL!} agrees to provide the following services to the City of De Pere:

- Summer Enrichment Camps.
- {YEL!} will provide all necessary supplies.

{YEL!} agrees to provide:

- Liability Insurance coverage naming the City of De Pere as additionally insured.
    - {YEL!} agrees to hold the City of De Pere harmless and indemnify it from any and all claims arising out of any negligent act or omission or intentional act committed by {YEL!} or any person working on behalf of {YEL!} and any other claims arising from the performance of this agreement.
- Worker's Compensation insurance that holds the City of De Pere harmless and indemnifies it for any and all claims arising out of injury, disability or death.
- {YEL!} will conduct criminal background checks on all employees before they begin work in the City of De Pere. Instructors will need to pass a background check before beginning any work on behalf of {YEL!}, {YEL!} agents or affiliates.
    - For full details on what {YEL!} checks for and what excludes candidates from working with {YEL!}, please visit our website at https://youthenrichmentleague.com/background-check-policy/
- Summer 2019 courses include:
    - Project Runway at $120.00 per student, for the dates of 07/15/2019-07/19/2019
    - Chess Summer Camp at $87.00 per student , for the dates of 08/05/2019-08/08/2019
    - Junior League Robotics at $105.00 per student, for the dates of 07/29/2019-08/02/2019
    - Minimums and maximums are set according to documentation sent prior to this contract
    - The City of De Pere will pay designated amount per student upon completion of all the class sessions.
- All classes will be held at the De Pere Community Center.

This Agreement shall immediately become null and void if (a) any of the conditions set forth in this Agreement are not satisfied by {YEL!}; (b) {YEL!}'s criminal background check is not acceptable as determined by the City of De Pere; or (c) insufficient enrollment in the classes or courses as determined by {YEL!} and the City of De Pere.

_____ ___ / _____ / _____
{YEL!} Agent Date

_____ ___ / _____ / _____
City of De Pere Representative Date

Attachment: 20190211123423548 (7961 : Resolution #19-21 Authorizing Independent Contractor Agreement with Youth Enrichment League

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2019**
DEPARTMENT:	**Planning**
FROM:	**Kimberly Flom**
SUBJECT:	**Resolution #19-22 Approving Facade Improvement Project and Authorizing Disbursement of Grant [320 Main Avenue (Parcel WD-369)].**

At their meeting on February 25, 2019, by a vote of 4-0, the Redevelopment Authority recommended approval of the facade grant request for 320 Main Avenue (Parcel WD-369) in an amount not to exceed $11,000.

ATTACHMENTS:

- Reso19-22 (DOCX)
- Exhibit A-320 Main Avenue Facade Grant (PDF)
- 320 Main RDA Memo(PDF)
- 320 Main Photos-Rendering (PDF)

RESOLUTION #19-22

APPROVING FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING DISBURSEMENT OF GRANT
(320 Main Avenue - Parcel WD-369)

WHEREAS, the Tax Increment District #9 (TID #9 or the District) Project Plan includes city expenditure of funds to property owners within the District in the form of a grant to reimburse 100% of façade improvement costs, not to exceed $30,000.00 per parcel for a building with street frontage of 121' or greater, thereby increasing property values and tax increment during the life of the District; and

WHEREAS, Bridget O'Connor, Managing Member of The Connective, LLC, owner of Parcel WD-369, has submitted an application for a façade improvement grant for proposed improvements to both the front façade and rear façade of the building; and

WHEREAS, such application, attached and incorporated as Exhibit A, provides cost estimates for said improvements in the amount of $21,187.25; and

WHEREAS, this façade improvement project has been reviewed by the Redevelopment Authority which recommends approval of a façade improvement grant in an amount not to exceed $11,000.00.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the façade improvement as contemplated in Exhibit A as approved by the Redevelopment Authority, and thanks Bridget O'Connor and The Connective, LLC for its investment in downtown De Pere.

BE IT FURTHER RESOLVED THAT:

The Development Services Director (Director) is authorized to approve disbursement of the façade grant up to $11,000.00 to The Connective, LLC for said improvements provided the following are met:

1. The property owner obtains all necessary permits;

Attachment: Reso19-22 (7964 : Reso #19-22 Approving Facade Improvement Project and Grant (320 Main Avenue))

2. After completion of the improvements, the Director receivesfrom the property owner copies of paid invoices showing the project is complete; and
3. The City Building Inspection Department verifies to the Director that the work is complete and in compliance with all building codes.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of March, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso19-22 (7964 : Reso #19-22 Approving Facade Improvement Project and Grant (320 Main Avenue))

CITY OF DE PERE

APPLICATION FOR FAÇADE GRANT

Date: 2·11·19

The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of designated Tax Increment Districts (TID). Applications will be acted upon on a first come first serve basis. See the back of this form for funding requirements and review process.

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
The Connective, LLC	Bridget O'Connor	Owner	
Mailing Address	**City**	**State**	**ZIP Code**
320 Main Ave.	De Pere, WI	WI	54115
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
bridget@oconnorconnective.com	920·265·9391		

SECTION 2: Landowner 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: Project or Site Location

Project Address/Description	Parcel No.
320 Main Ave – A 10,000 sqft professional office building	

SECTION 4: Project Information

Project Description:	Improve curb appeal of prominent Main Ave. property — now under new ownership & management.		
Estimated Start Date:	March 2019	Estimated Completion Date:	June 2019
Existing Façade Photo (attach):	✓	Design Drawing (attach):	✓

Fill in below form with cost estimates based on category. Attach quotes to this application.

Category	Cost Estimate	Category	Cost Estimate
Awnings	4,363.85	Planters	$478.80
Exterior Door	6575.00	Fencing/Ironwork	$2970.00
Sandblast/Repaint Stairwell	6800.00	Signage	TBD
Total Eligible Expenses:		**Requested Grant Amount:**	Full Grant match of $21,187

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Bridget O'Connor	Owner	920·265·9391
Signature of Applicant		**Date Signed**
Bridget O'Connor		2·11·19

Attachment: Exhibit A-320 Main Avenue Facade Grant (7964 : Reso #19-22 Approving Facade Improvement Project and Grant (320 Main

Appleton Awning Shop
3052 W. Elberg Ave.
Appleton, WI 54914
(920) 733-4701
www.appletonawning.com

Estimate

AA# 17172

DATE 2/1/2019

NAME / ADDRESS	Ship To
Bridget O'Connor 320 Main Ave. DePere, WI.	Bridget O'Connor 320 Main Ave. DePere, WI

Contact Name	Telephone Number	TERMS	Due Date	REP	Ship Via
Bridget	265-9391	Net 15	3/8/2019	Mike	Install

QTY	ITEM	DESCRIPTION	COST	TOTAL
5	recover	Canvas awning recover color Your Choice	579.21	2,896.05
1	service	service call remove and reinstall lights in awnings	500.00	500.00
1	service	service call remove and reinstall frames and bottoms of awnings	760.00	760.00
	stmnt	All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.	0.00	0.00
	signature	NOTE: This proposal may be withdrawn by us if not accepted within 90 days APPLETON AWNING SHOP, INC Authorized Signature Michael Dorschner	0.00	0.00
	accept	ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. AUTHORIZED SIGNATURE _____ DATE _____	0.00	0.00
	downpayment	downpayment on awning of 50% with order	0.00	0.00

Job Notes		
	Subtotal	$4,156.05
	Sales Tax (5.0%)	$207.80
	TOTAL	$4,363.85

Attachment: Exhibit A-320 Main Avenue Facade Grant (7964 : Reso #19-22 Approving Facade Improvement Project and Grant (320 Main

Tri City Glass & Door
AUTOMOTIVE • RESIDENTIAL • COMMERCIAL
The Right Product. The Right Way. ®

2801 N. Roemer Rd.
Appleton, WI 54911
920.734.9164
800.449.8081
F 920.734.1096

1811 E Mason St.
Green Bay, WI 54302
920.468.7820
800.242.8177
F 920.468.5337

Proposal

Replying to subject inquiry, we are pleased to quote as follows; and unless otherwise agreed in writing, the conditions constitute a part of the quotation.

To:	Champion Wellness	**Job:**	Exterior Entrance
Attn:	Chris Renier	**Location:**	De Pere, WI
Phone:	920.330.0500	**Quote #:**	**1986**
E-mail:	Renierarch@itol.com		

****This Proposal Valid for 30 Days from November 2, 2018****
****Terms: Net 30 days, 1% Interest on unpaid balances****

Aluminum Entrances

(1) Exterior alum. entrances **(86" x 81" F.S.)** single door w/side lites
All of the above (1) entrances are to be consisting of the following:

- 2" x 6 ½" Non-thermally broken door framing
- Narrow stile door **(36" x 79" D.O.)**
- 10" bottom rail
- Dark bronze anodized finish
- (1) pr. ball bearing butt hinges
- DH 416 door closer w/drop plate
- First Choice rim exit device w/cylinder (no dogging)
- HES 9400 electric strike
- 1" dia. round offset pull handle
- Bottom rail weather stripping
- 5 ¼" x ½" Tile threshold
- 1" Clear low E insulated tempered glass

Total Furnished & Installed
(Price Includes Tax) **$6,575.00**

NOTES:

TCG&D to provide (20) keys for new exterior door cylinder
Price includes frame removal by JCI
TCG&D does NOT include pathing or painting of existing walls or flooring
Due to differences in existing and new framing, TCG&D does NOT include any interior drywall, trim or painting
TCG&D to include electric strike. Hookups to security system by security provider

Estimator: Alex Becker

Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting Seller to commence work for project.

As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the above signed builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

Date of Acceptance: _____ Signature: _____

Attachment: Exhibit A-320 Main Avenue Facade Grant (7964 : Reso #19-22 Approving Facade Improvement Project and Grant (320 Main

BIG 10 PAINTING, INC.

1545 Riverside Drive
Suamico, WI. 54173
Kurt M. Gebert
kurt@big10painting.com

Chris Renier
348 Main Street
DePere, WI. 54115

ESTIMATE

November 2, 2018
Back of Bldg
Railing System

DESCRIPTION	AMOUNT
Chris; Thank you for the opportunity to be of a service to you. I quote the following. Option #1: Pressure wash railing system. Sandblast rusty areas. Spot prime sandblasted areas. Apply two (2) full finish coats. Labor and Material:	$6,800.00
Option #2: Pressure wash railing system. Power tool/hand clean rusty areas. Spot prime rusty areas. Apply two (2) full finish coats. Labor and Material:	$5,500.00
Contact me for any comments. Sincerely, Kurt M. Gebert KG/gg	

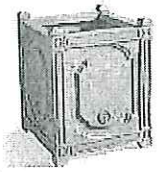
Phone: (920) 621-5175
www.BIG10PAINTING.com
Thank You

COMMERICIAL INDUSTRIAL RESIDENTIAL

Attachment: Exhibit A-320 Main Avenue Facade Grant (7964 : Reso #19-22 Approving Facade Improvement Project and Grant (320 Main

20% OFF SITEWIDE + FREE SHIPPING Sale price reflects discount EXCLUSIONS APPLY

SHOPPING CART | 2 ITEMS |



Chantal Planter

20% off + Free Shipping

Size: 26"H

Item #154850 26 WHI

In-Stock

~~Now $299.00~~

Sale $239.20

2

$478.40

ORDER SUMMARY

SUBTOTAL:	$478.40
Estimated Shipping:	TBD
Estimated Tax:	TBD

Enter ZIP | ESTIMATE SHIPPING & TAX

ESTIMATED TOTAL:	$478.40

Offer Code | APPLY OFFER CODE

One code per order; gift cards entered in checkout.

BEGIN SECURE CHECKOUT

Check out with PayPal

~~YOU MAY ALSO LIKE~~

Attachment: Exhibit A-320 Main Avenue Facade Grant (7964 : Reso #19-22 Approving Facade Improvement Project and Grant (320 Main

Van Lanen Mfg.

5335 State Hwy 29 Denmark, WI 54208

Ph. 920-863-5705 Fax 920-863-5707

February 11, 2019

Attn: Bridget

Re: fence

Labor and materials to furnish and install:

A total of approximately 33 lineal feet of decorative custom ornamental fence for the office front of Connective. The style is for a traditional style fence with closed top. The fence is to be made of steel. Includes finish painting. Price include installation.

Total cost: $2970.00

Terms: 50% deposit with signed acceptance. Balance at completion.

Hank Watzka

President

VanLanen Mfg

Accepted by_____ Date_____

50% deposit_____ Balance due _____

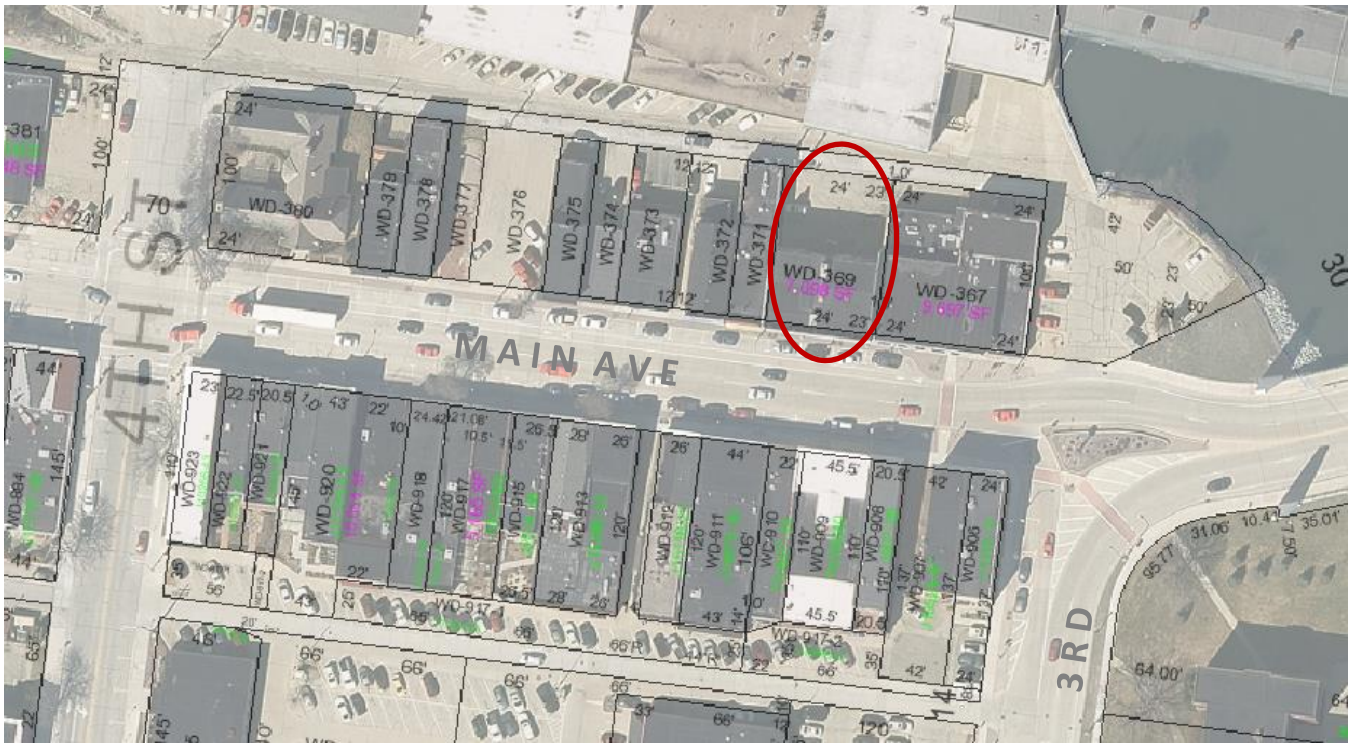
Attachment: Exhibit A-320 Main Avenue Facade Grant (7964 : Reso #19-22 Approving Facade Improvement Project and Grant (320 Main

City of De Pere
MEMORANDUM

To: Redevelopment Authority
From: Kimberly Flom, Development Services Director
Date: February 25, 2019

RE: **Façade Grant Application – 320 Main Avenue (Parcel WD-369)**

Background
Bridget O'Connor submitted the attached façade grant application for 320 Main Avenue (Parcel WD-369).



Façade Grant Eligibility

- TID District – Property located in TID #9
- Building Length (measured along right of way) – 70' Front + 70' Rear =140' (Grant Maximum = $30,000)
- Previous Façade Grant Awarded (if so, when) – None
- Historic Designation – Not eligible for consideration.

The commercial vernacular building, also known as the 'Westbridge Building' was constructed in 1999. Because it is less than 50 years old, it is not eligible to be considered for historical review or designation.

Attachment: 320 Main RDA Memo (7964 : Reso #19-22 Approving Facade Improvement Project and Grant (320 Main Avenue))

Existing Photos

The applicant proposes to complete the following work for Phase 1. While the project will not result in a dramatically different appearance of the building, it will provide a refresh and some needed maintenance.

Included with Façade Grant Application

1. Sandblast, epoxy and repaint the back exterior stairwell system to stop erosion.
2. New Awnings (front)

Attachment: 320 Main RDA Memo (7964 : Reso #19-22 Approving Facade Improvement Project and Grant (320 Main Avenue))

3. Low ornamental fence (front)
4. New door system (front)
5. Planters

Not included in façade grant application but could be part of overall building investment

- Window trim to match front (this might result in window replacement vs painting depending upon our multi-year updating plan and expenses).
- Replace 'Westbridge' with 'The Connective' on front façade upper level masonry sign.
- New rear entry door system (already ordered from TriCounty).
- Security system for auto locks (already ordered by Martin Security).
- Video cameras front and back.
- All exterior lights, front and back, have been repaired and replaced with new LED lights.
- I would also like to create some type of "living walls" on the sides of the parking lot. I am envisioning they type of systems they have at the Titletown District. Some type of large frame with mesh that vines can grown-up to enhance the aesthetic of the parking area. This is not a top priority for phase one, but will be on our wish list.

320 Main Ave Façade Grant - Façade Grant Project Estimate

Vendor	Detail	Estimated	Eligible	Notes
Appleton Awning Shop	Canvas Awnings	$4,363.85	With Conditions	No business specific graphics
Tri City Glass and Door	Aluminum Entrance Replacement	$6,575.00	Yes	
Frontgate	Planter	$478.40	Unclear	Should not be Personal Property
Van Lanen Mft	Custom aluminum ornamental fence (for front)	$2,970.00	Yes	
Big 10 Painting	Pressure wash and repaint rear stairwell	$6,800.00	Yes	
	Total	**$21,187.25**		
	$1 Investment	$10,593.63		**Grant Maximum**
	$1 Grant Match	$10,593.63		**$30,000**

The application includes cost estimates for the façade grant portion of the above work, totaling $21,187.25. The items listed in the cost estimate are generally considered 'eligible' with the following considerations:

- Awnings must not have any business specific graphics (current awnings do have business specific graphics)
- Planters are not specifically listed as eligible but the RDA has previously approved landscape related items that were not considered 'personal property that could be removed'

Attachment: 320 Main RDA Memo (7964 : Reso #19-22 Approving Facade Improvement Project and Grant (320 Main Avenue))

Conceptual Rendering

MAIN STREET WISCONSIN

THE CONNECTIVE - DE PERE, WI
DECEMBER 18, 2018 JOE LAWNICZAK

Funding

The applicant has requested approximately $11,000 ($10,593.63) in façade grant funding.

The project is located in TID#9. The Common Council approved $30,000 from TID 9 for Façade Grant projects in 2019. To date, no other 2019 Façade Grant funds have been allocated to the west side of downtown.

Awarding this project to the grant maximum would leave approximately $19,000 ($19,406.38) left for 2019.

Recommendation

Recommend approval of the façade grant request for 320 Main Ave (WD-369), in an amount not to exceed $11,000.00, and that the recommendation be forwarded to Council, subject to the following conditions:

1) That final grant payment be calculated per program requirements based on receipt review.

Attachment: 320 Main RDA Memo (7964 : Reso #19-22 Approving Facade Improvement Project and Grant (320 Main Avenue))

Attachment: 320 Main Photos-Rendering (7964 : Reso #19-22 Approving Facade Improvement Project and

Attachment: 320 Main Photos-Rendering (7964 : Reso #19-22 Approving Facade Improvement Project and

Champion
Wellness & Beauty
(920) 73- 4325

Attachment: 320 Main Photos-Rendering (7964 : Reso #19-22 Approving Facade Improvement Project and

MAIN STREET WISCONSIN

THE CONNECTIVE - DE PERE, WI

DECEMBER 18, 2018 JOE LAWNICZAK

Attachment: 320 Main Photos-Rendering (7964 : Reso #19-22 Approving Facade Improvement Project and

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Carey Danen**
SUBJECT:	**Voucher Approval.**

ATTACHMENTS:

- 3-5-19 VOUCHERS (PDF)

PACKET: 06047 MAR 2019 COUNCIL - 1 3-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2412	ACCURATE SUSPENSION WAREHOUSE							
	I-1902021	ACCURATE SUSPENSION WAREHOUSE	R	3/05/2019		279.69CR	088067	279.69
7583	ADVANCE AUTO PARTS							
	I-6339-268445	ADVANCE AUTO PARTS	R	3/05/2019		23.70CR	088068	23.70
0302	AIRGAS USA LLC							
	I-9085201467	AIRGAS USA LLC	R	3/05/2019		65.00CR	088069	
	I-9085251587	AIRGAS USA LLC	R	3/05/2019		140.57CR	088069	
	I-9959054123	AIRGAS USA LLC	R	3/05/2019		501.12CR	088069	706.69
7733	ATIS ELEVATOR INSPECTIONS LLC							
	I-IN57695	ATIS ELEVATOR INSPECTIONS LLC	R	3/05/2019		71.50CR	088070	71.50
5604	AURORA BAYCARE MED CTR LLC							
	I-KY259	AURORA BAYCARE MED CTR LLC	R	3/05/2019		28.97CR	088071	
	I-KY266	AURORA BAYCARE MED CTR LLC	R	3/05/2019		1,297.17CR	088071	1,326.14
0442	BADGER LABORATORIES & ENGINEERING							
	I-19-0090	BADGER LABORATORIES & ENGINEER	R	3/05/2019		220.00CR	088072	220.00
0023	BATTERIES PLUS LLC							
	I-P11688587	BATTERIES PLUS LLC	R	3/05/2019		6.50CR	088073	6.50
0027	BAY TOWEL INC							
	I-2787770	BAY TOWEL INC	R	3/05/2019		163.22CR	088074	
	I-2789581	BAY TOWEL INC	R	3/05/2019		106.28CR	088074	
	I-2796585	BAY TOWEL INC	R	3/05/2019		87.59CR	088074	357.09
2970	BELLINHEALTH INC							
	I-MB2601	BELLINHEALTH INC	R	3/05/2019		97.75CR	088075	97.75
3008	BOUND TREE MEDICAL LLC							
	I-83108608	BOUND TREE MEDICAL LLC	R	3/05/2019		151.98CR	088076	151.98
6751	BRIDGEPORT MFG. INC.							
	I-13056-00	BRIDGEPORT MFG. INC.	R	3/05/2019		3,331.25CR	088077	3,331.25
0038	BROADWAY AUTOMOTIVE INC							
	I-931338P	BROADWAY AUTOMOTIVE INC	R	3/05/2019		43.85CR	088078	
	I-931357P	BROADWAY AUTOMOTIVE INC	R	3/05/2019		27.35CR	088078	71.20

Attachment: 3-5-19 VOUCHERS (7966 : Voucher Approval.)

PACKET: 06047 MAR 2019 COUNCIL - 1 3-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201902259142	BROWN COUNTY REGISTER OF DEEDS	R	3/05/2019		96.00CR	088079	96.00
7827	CALEWARTS DUFFY & ERDMAN							
	I-201902259143	CALEWARTS DUFFY & ERDMAN	R	3/05/2019		4,231.50CR	088080	4,231.50
0536	CDW GOVERNMENT INC							
	I-RBJ7449	CDW GOVERNMENT INC	R	3/05/2019		1,008.84CR	088081	1,008.84
2708	CLEANING SOLUTION SERVICES INC							
	I-18351	CLEANING SOLUTION SERVICES INC	R	3/05/2019		127.50CR	088082	127.50
7639	CORE & MAIN LP							
	C-K174518	CORE & MAIN LP	R	3/05/2019		605.00	088083	
	I-201902259144	CORE & MAIN LP	R	3/05/2019		29.99CR	088083	
	I-K018546	CORE & MAIN LP	R	3/05/2019		23,625.00CR	088083	
	I-K166187	CORE & MAIN LP	R	3/05/2019		215.00CR	088083	23,264.99
7288	JESSICA DART							
	I-201902259145	JESSICA DART	R	3/05/2019		92.64CR	088084	92.64
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2049140	EMERGENCY MEDICAL PRODUCTS INC	R	3/05/2019		661.50CR	088085	
	I-2050290	EMERGENCY MEDICAL PRODUCTS INC	R	3/05/2019		173.75CR	088085	
	I-2050876	EMERGENCY MEDICAL PRODUCTS INC	R	3/05/2019		391.66CR	088085	1,226.91
0092	FEAKER & SONS CO INC							
	I-18-11 (7)	FEAKER & SONS CO INC	R	3/05/2019		38,255.54CR	088086	38,255.54
2627	FESTIVAL FOODS INC							
	I-281044-84	FESTIVAL FOODS INC	R	3/05/2019		6.14CR	088087	6.14
5124	FIRELINE SPRINKLER CORP							
	I-6551-19	FIRELINE SPRINKLER CORP	R	3/05/2019		255.00CR	088088	
	I-8037-19	FIRELINE SPRINKLER CORP	R	3/05/2019		255.00CR	088088	510.00
0200	FIRST SUPPLY LLC							
	I-11547147-00	FIRST SUPPLY LLC	R	3/05/2019		115.31CR	088089	115.31
0105	FOX SPECIALITY COMPANY							
	I-40265	FOX SPECIALITY COMPANY	R	3/05/2019		50.44CR	088090	50.44

Attachment: 3-5-19 VOUCHERS (7966 : Voucher Approval.)

PACKET: 06047 MAR 2019 COUNCIL - 1 3-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-TPB0000505425	FOX VALLEY TECHNICAL COLLEGE	R	3/05/2019		140.05CR	088091	140.05
4176	FRANK'S RADIO SERVICE INC							
	I-112670	FRANK'S RADIO SERVICE INC	R	3/05/2019		85.00CR	088092	
	I-112675	FRANK'S RADIO SERVICE INC	R	3/05/2019		467.50CR	088092	552.50
7079	G & O THERMAL SUPPLY COMPANY							
	I-101332	G & O THERMAL SUPPLY COMPANY	R	3/05/2019		58.40CR	088093	58.40
2544	GLOBAL RECOGNITION INC							
	I-184128	GLOBAL RECOGNITION INC	R	3/05/2019		1,063.65CR	088094	1,063.65
5830	GRAEF INC							
	I-102138	GRAEF INC	R	3/05/2019		1,930.00CR	088095	1,930.00
0666	GRAY'S INC							
	I-35194	GRAY'S INC	R	3/05/2019		961.00CR	088096	961.00
0351	HACH COMPANY							
	I-11331052	HACH COMPANY	R	3/05/2019		170.01CR	088097	170.01
5535	HOLUBAR CONST CO INC							
	I-4439	HOLUBAR CONST CO INC	R	3/05/2019		1,250.00CR	088098	
	I-4440	HOLUBAR CONST CO INC	R	3/05/2019		2,585.00CR	088098	3,835.00
5484	HYDROCORP INC							
	I-51007-IN	HYDROCORP INC	R	3/05/2019		2,876.00CR	088099	
	I-51199-IN	HYDROCORP INC	R	3/05/2019		2,309.00CR	088099	5,185.00
6932	IMAGETREND INC.							
	I-115108	IMAGETREND INC.	R	3/05/2019		412.00CR	088100	
	I-115360	IMAGETREND INC.	R	3/05/2019		103.00CR	088100	515.00
1399	INDOFF INC							
	I-3209660	INDOFF INC	R	3/05/2019		114.43CR	088101	
	I-3210363	INDOFF INC	R	3/05/2019		33.37CR	088101	
	I-3211600	INDOFF INC	R	3/05/2019		487.83CR	088101	
	I-3211914	INDOFF INC	R	3/05/2019		188.88CR	088101	
	I-3213716	INDOFF INC	R	3/05/2019		62.37CR	088101	
	I-3214834	INDOFF INC	R	3/05/2019		166.05CR	088101	1,052.93

Attachment: 3-5-19 VOUCHERS (7966 : Voucher Approval.)

PACKET: 06047 MAR 2019 COUNCIL - 1 3-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2602	JOSSART BROTHERS INC							
	I-894	JOSSART BROTHERS INC	R	3/05/2019		2,525.00CR	088102	
	I-906	JOSSART BROTHERS INC	R	3/05/2019		3,872.50CR	088102	
	I-907	JOSSART BROTHERS INC	R	3/05/2019		1,870.50CR	088102	8,268.00
1276	JX ENTERPRISES INC							
	I-1470765P	JX ENTERPRISES INC	R	3/05/2019		4.28CR	088103	
	I-1471007P	JX ENTERPRISES INC	R	3/05/2019		746.37CR	088103	
	I-1471154P	JX ENTERPRISES INC	R	3/05/2019		143.96CR	088103	894.61
0778	TODD KERKELA							
	I-201902259146	TODD KERKELA	R	3/05/2019		25.04CR	088104	25.04
0153	LAFORCE INC							
	I-1089669	LAFORCE INC	R	3/05/2019		160.51CR	088105	160.51
0173	MENARDS INC							
	I-42592	MENARDS INC	R	3/05/2019		52.47CR	088106	
	I-42745	MENARDS INC	R	3/05/2019		195.81CR	088106	
	I-42847	MENARDS INC	R	3/05/2019		4.16CR	088106	
	I-42861	MENARDS INC	R	3/05/2019		27.77CR	088106	
	I-42910	MENARDS INC	R	3/05/2019		167.30CR	088106	
	I-42912	MENARDS INC	R	3/05/2019		4.49CR	088106	
	I-42980	MENARDS INC	R	3/05/2019		72.91CR	088106	
	I-43252	MENARDS INC	R	3/05/2019		24.78CR	088106	
	I-43254	MENARDS INC	R	3/05/2019		147.70CR	088106	
	I-43271	MENARDS INC	R	3/05/2019		42.52CR	088106	
	I-43483B	MENARDS INC	R	3/05/2019		13.98CR	088106	
	I-43634	MENARDS INC	R	3/05/2019		39.99CR	088106	
	I-43735	MENARDS INC	R	3/05/2019		52.92CR	088106	846.80
0175	MIDWEST RADAR & EQUIPMENT							
	I-15549	MIDWEST RADAR & EQUIPMENT	R	3/05/2019		131.55CR	088107	131.55
1	NETA, CHAD							
	I-201902259147	MAILBOX	R	3/05/2019		63.67CR	088108	63.67
0531	NORTHEAST AUTO PARTS INC							
	I-337308	NORTHEAST AUTO PARTS INC	R	3/05/2019		34.98CR	088109	
	I-337335	NORTHEAST AUTO PARTS INC	R	3/05/2019		8.29CR	088109	
	I-337371	NORTHEAST AUTO PARTS INC	R	3/05/2019		24.32CR	088109	
	I-337375	NORTHEAST AUTO PARTS INC	R	3/05/2019		99.98CR	088109	
	I-337389	NORTHEAST AUTO PARTS INC	R	3/05/2019		173.99CR	088109	
	I-337453	NORTHEAST AUTO PARTS INC	R	3/05/2019		155.99CR	088109	497.55

Attachment: 3-5-19 VOUCHERS (7966 : Voucher Approval.)

PACKET: 06047 MAR 2019 COUNCIL - 1 3-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3250	NORTHERN LAKE SERVICE							
	I-349879	NORTHERN LAKE SERVICE	R	3/05/2019		560.00CR	088110	560.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-176142	OSHKOSH FIRE & POLICE EQUIPMEN	R	3/05/2019		1,520.00CR	088111	1,520.00
7355	OXFORD IMMUNOTEC							
	I-T 1116673	OXFORD IMMUNOTEC	R	3/05/2019		105.50CR	088112	105.50
5222	P J KORTENS & CO INC							
	I-10021149	P J KORTENS & CO INC	R	3/05/2019		2,264.21CR	088113	2,264.21
0197	PACKER CITY INTERNATIONAL INC							
	I-X101101718:01	PACKER CITY INTERNATIONAL INC	R	3/05/2019		20.22CR	088114	20.22
3202	PHYSIO-CONTROL INC							
	I-119009899	PHYSIO-CONTROL INC	R	3/05/2019		478.30CR	088115	
	I-419011354	PHYSIO-CONTROL INC	R	3/05/2019		4,582.32CR	088115	5,060.62
0395	PRO ONE JANITORIAL INC							
	I-143324	PRO ONE JANITORIAL INC	R	3/05/2019		1,125.00CR	088116	1,125.00
0228	RENT A FLASH OF WISCONSIN INC							
	I-65382	RENT A FLASH OF WISCONSIN INC	R	3/05/2019		1,755.25CR	088117	1,755.25
1	RUH, DARRELL							
	I-201902259148	MAILBOX`	R	3/05/2019		62.02CR	088118	62.02
0501	SAINT MARY'S HOSPITAL							
	I-22581	SAINT MARY'S HOSPITAL	R	3/05/2019		37.95CR	088119	37.95
7645	SPARC INC							
	I-CDP.102.2	SPARC INC	R	3/05/2019		250.00CR	088120	250.00
3378	STRYKER SALES CORP							
	I-2598925M	STRYKER SALES CORP	R	3/05/2019		2,985.72CR	088121	2,985.72
7336	TIGER SUPPLIES INC							
	C-275280	TIGER SUPPLIES INC	R	3/05/2019		115.70	088122	
	I-S150538	TIGER SUPPLIES INC	R	3/05/2019		337.95CR	088122	
	I-S150538-1	TIGER SUPPLIES INC	R	3/05/2019		128.72CR	088122	
	I-S150538-2	TIGER SUPPLIES INC	R	3/05/2019		57.00CR	088122	407.97

Attachment: 3-5-19 VOUCHERS (7966 : Voucher Approval.)

PACKET: 06047 MAR 2019 COUNCIL - 1 3-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7888	TITLETOWN DRONES LLC							
	I-19-115-T	TITLETOWN DRONES LLC	R	3/05/2019		1,250.00CR	088123	1,250.00
0417	TWEET GAROT MECHANICAL INC							
	I-71248	TWEET GAROT MECHANICAL INC	R	3/05/2019		2,104.00CR	088124	2,104.00
7246	MICHAEL VANDENBUSH							
	I-201902259149	MICHAEL VANDENBUSH	R	3/05/2019		62.91CR	088125	62.91
3085	VANDERLOOP'S SHOES INC							
	I-I04-10030134	VANDERLOOP'S SHOES INC	R	3/05/2019		250.00CR	088126	250.00
7350	WI MEDIA							
	I-2243297	WI MEDIA	R	3/05/2019		153.62CR	088127	153.62
1	WIENER, RICHARD							
	I-201902259150	MAILBOX	R	3/05/2019		62.02CR	088128	62.02
7291	ERIC ZYGARLICKE							
	I-201902259151	ERIC ZYGARLICKE	R	3/05/2019		103.24CR	088129	103.24

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	63	0.00	122,120.82	122,120.82
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	63	0.00	122,120.82	122,120.82

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 3-5-19 VOUCHERS (7966 : Voucher Approval.)

PACKET: 06047 MAR 2019 COUNCIL - 1 3-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	3/2019	31,694.09CR
201	3/2019	1,635.72CR
291	3/2019	1,917.50CR
292	3/2019	1,917.50CR
294	3/2019	30.00CR
405	3/2019	38,255.54CR
601	3/2019	41,863.13CR
650	3/2019	4,807.34CR
ALL		122,120.82CR

Attachment: 3-5-19 VOUCHERS (7966 : Voucher Approval.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Operator License Applications.**

ATTACHMENTS:

- 3-5-19 (PDF)

CITY OF DE PERE
License Committee - March 5, 2019

Previously Tabled Operator License Applications	
1	DUAIME, ALEX B.
2	FREWARD, DAISY A.L.
3	JOSEPHSON, ASHLEY R.

Temporary Operator License Applications	
1	GIBSON, GARRON G.

New Operator License Applications	
1	BAKER, HANNAH T.
2	BROWN, WINTER R.
3	DECKER, JENNA M.
4	DUMAS, ALEXANDRA L.
5	EHLINGER, JON P.
6	GIBSON, MICHELLE L.
7	JAUQUET, KASSANDRA K.
8	KENEKLIS, CHRISTOPHER E.
9	PHILLIPS, JENNIFER L.
10	PRESTINE, MITCHELL J.
11	SHEA, BRITTANY R.
12	VANDEN LANGENBERG, MATTHEW C.

Attachment: 3-5-19 (7967 : Operator License Applications.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2019**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #19-23 Authorizing Amendment to Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority of the City of De Pere and St. Norbert College (Kress Inn Redevelopment and Termination Date of Agreement).**

On February 25, 2019, the RDA approved the Agreement Amendment unanimously (4-0). A copy of the RDA Resolution authorizing the Amendment is included with this agenda item.

In February, 2000, the City, RDA and St. Norbert College entered into a Redevelopment Agreement pertaining to the construction of the Kress Inn. The parties have identified a conflict in language pertaining to expiration of the Agreement. This Amendment is a stipulation of the parties to an expiration date of December 31, 2020. The RDA meeting of January 28, 2019 was cancelled due to inclement weather. If the Council approves the amendment, the RDA will take up the same at its meeting scheduled for February 25, 2019.

ATTACHMENTS:

- Reso19-23 (DOCX)
- Exhibit A-Redevelopment Agreement Amendment-Kress Inn2x-changes accepted (PDF)
- Reso RDA #19-01w-exhibit (PDF)

RESOLUTION #19-23

AUTHORIZING AMENDMENT TO REDEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DE PERE, THE REDEVELOPMENT AUTHORITY
OF THE CITY OF DE PERE AND ST. NORBERT COLLEGE
(Kress Inn Redevelopment and Termination Date of Agreement)

WHEREAS, the City of De Pere ("City"), the Redevelopment Authority of the City of De Pere ("RDA") and St. Norbert College ("College"), collectively "the Parties," are parties to a Redevelopment Agreement dated February 14, 2000 (the "Agreement"); and

WHEREAS, a dispute has arisen concerning the expiration date of the Agreement; and

WHEREAS, the Common Council has reviewed the positions of the Parties and determined it to be in the interests of the City to compromise the dispute as more fully set forth in the Amendment to the Agreement, attached and incorporated as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to Redevelopment Agreement as is attached hereto and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of March, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso19-23 (7641 : Resolution #19-23 Authorizing Amendment to Redevelopment Agreement Kress Inn.)

AUTHORIZING AMENDMENT TO REDEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DE PERE, THE REDEVELOPMENT AUTHORITY
OF THE CITY OF DE PERE AND ST. NORBERT COLLEGE
(Kress Inn Redevelopment and Termination Date of Agreement)

This Amendment is entered into this ___ day of _____, 2019, with respect to the Redevelopment Agreement Between the City of De Pere ("City"), the Redevelopment Authority of the City of De Pere ("RDA") and St. Norbert College ("SNC") (collectively "the Parties") dated February 14, 2000, ("Agreement"), which Agreement is incorporated herein by reference.

WHEREAS, a dispute has arisen concerning the expiration date of the Agreement; and

WHEREAS, the Common Council and RDA have reviewed the positions of the Parties and determined it to be in the interests of the City and RDA to compromise the dispute as more fully set forth herein.

Now therefore, upon the promises and obligations contained herein and in the Agreement, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties wish to amend the Agreement as follows:

1. All references to the expiration of the Agreement shall be revised to read December 31, 2020.

2. The parties agree that St. Norbert College may submit the proper form to the City's Assessor seeking tax exemption for Tax Parcel WD-216 commencing in 2021, and, provided the paperwork is complete, in order and in compliance with Wis. Stats. §70.11, City shall not object to the same.

3. All other terms, conditions and requirements of the Agreement, except those that expressly survive the termination of the Agreement, shall also expire on December 31, 2020.

4. This Amendment may be executed in any number of counterparts, all of which together shall constitute a single Amendment. Facsimile and email (pdf. format) signatures shall be accepted by the parties and shall be deemed original signatures for all purposes.

5. All other terms and conditions of the Agreement still in effect shall remain unchanged by this amendment other than the termination date thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: Exhibit A-Redevelopment Agreement Amendment-Kress Inn2x-changes accepted (7641 : Resolution #19-23 Authorizing

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the day and year first above written.

REDEVELOPMENT AUTHORITY
OF THE CITY OF DE PERE

By: _____
Theodore J. Penn, Chair

CITY OF DE PERE, WISCONSIN

By: _____
Michael J. Walsh, Mayor

ST. NORBERT COLLEGE

By:_____

By: _____
Shana D. Ledvina, Clerk-Treasurer

Attachment: Exhibit A-Redevelopment Agreement Amendment-Kress Inn2x-changes accepted (7641 : Resolution #19-23 Authorizing

RESOLUTION RDA #19-01

AUTHORIZING AMENDMENT TO REDEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DE PERE, THE REDEVELOPMENT AUTHORITY
OF THE CITY OF DE PERE AND ST. NORBERT COLLEGE
(Kress Inn Redevelopment and Termination Date of Agreement)

WHEREAS, the City of De Pere ("City"), the Redevelopment Authority of the City of De Pere ("RDA") and St. Norbert College ("College") , collectively "the Parties", are parties to a Redevelopment Agreement dated February 14, 2000 (the "Agreement"); and

WHEREAS, a dispute has arisen concerning the expiration date of the Agreement; and

WHEREAS, the RDA has reviewed the positions of the Parties and determined it to be in the interests of the RDA to compromise the dispute as more fully set forth in the Amendment to the Agreement, attached and incorporated as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Chair of the RDA is authorized and directed to execute the Amendment to Redevelopment Agreement as is attached hereto and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Redevelopment Authority of the City of De Pere, Wisconsin, this 25th day of February, 2019.

APPROVED:

Theodore J. Penn

Theodore J. Penn, Chair

Ayes: 4
Nays: 0

Attachment: Reso RDA #19-01w-exhibit (7641 : Resolution #19-23 Authorizing Amendment to Redevelopment Agreement Kress Inn.)

AUTHORIZING AMENDMENT TO REDEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DE PERE, THE REDEVELOPMENT AUTHORITY
OF THE CITY OF DE PERE AND ST. NORBERT COLLEGE
(Kress Inn Redevelopment and Termination Date of Agreement)

This Amendment is entered into this ___ day of _____, 2019, with respect to the Redevelopment Agreement Between the City of De Pere ("City"), the Redevelopment Authority of the City of De Pere ("RDA") and St. Norbert College ("SNC") (collectively "the Parties") dated February 14, 2000, ("Agreement"), which Agreement is incorporated herein by reference.

WHEREAS, a dispute has arisen concerning the expiration date of the Agreement; and

WHEREAS, the Common Council and RDA have reviewed the positions of the Parties and determined it to be in the interests of the City and RDA to compromise the dispute as more fully set forth herein.

Now therefore, upon the promises and obligations contained herein and in the Agreement, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties wish to amend the Agreement as follows:

1. All references to the expiration of the Agreement shall be revised to read December 31, 2020.

2. The parties agree that St. Norbert College may submit the proper form to the City's Assessor seeking tax exemption for Tax Parcel WD-216 commencing in 2021, and, provided the paperwork is complete, in order and in compliance with Wis. Stats. §70.11, City shall not object to the same.

3. All other terms, conditions and requirements of the Agreement, except those that expressly survive the termination of the Agreement, shall also expire on December 31, 2020.

4. This Amendment may be executed in any number of counterparts, all of which together shall constitute a single Amendment. Facsimile and email (pdf. format) signatures shall be accepted by the parties and shall be deemed original signatures for all purposes.

5. All other terms and conditions of the Agreement still in effect shall remain unchanged by this amendment other than the termination date thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: Reso RDA #19-01w-exhibit (7641 : Resolution #19-23 Authorizing Amendment to Redevelopment Agreement Kress Inn.)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the day and year first above written.

REDEVELOPMENT AUTHORITY
OF THE CITY OF DE PERE

By: _____
Theodore J. Penn, Chair

CITY OF DE PERE, WISCONSIN

By: _____
Michael J. Walsh, Mayor

ST. NORBERT COLLEGE

By:_____

By: _____
Shana D. Ledvina, Clerk-Treasurer

Attachment: Reso RDA #19-01w-exhibit (7641 : Resolution #19-23 Authorizing Amendment to Redevelopment Agreement Kress Inn.)