



Common Council

Regular Meeting

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

Agenda

Tuesday, December 4, 2018

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 **December 4, 2018** 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 November 20, 2018 Common Council Meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Recommendation from Plan Commission to approve the proposed 80 Lot and two Outlot Preliminary Plat of "Garrity's Glen South" at 2500 BLK Lawrence Drive (parts of Parcels WD-L482, WD-L483 & WD-L484). Submitted by Pat Kaster, TLKM Development LLC, authorized representative for R&M Garrity Farm LLC, property owner.
6. Ordinance #18-26 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations (second reading).
7. Resolution #18-117 Disallowance of Claim (Anita Perock).
8. Resolution #18-118 Rescinding Excess Stadium Tax Allocation for a Splash Pad and Redirecting the Same to Improving and Transforming the Pools at VFW Park and Legion Park (Request of Ald. Raasch).
9. Resolution #18-119 Rescinding Stadium Tax Allocation for Voyager Park Amphitheater/Stage and Redirecting the Same to Improving and Transforming the Pools at VFW Park and Legion Park (Request of Ald. Raasch).
10. Resolution #18-120 Authorizing Agreement for Contractor Services Between the City of De Pere and Shanna Koltz and Naomi Moes Jenkins (Main Avenue/Nicolet Square Alley Art Installation).
11. Resolution #18-121 Authorizing Easement Agreements With Owners of Parcels WD-912 and WD-913 For Installation of Wall Art/Wall Improvements.
12. Resolution #18-122 Approving Updated Facade Improvement Project and Authorizing Grant Disbursement Therefor (365 Main Avenue - Parcel WD-920).
13. Resolution #18-123 Authorizing Agreement for Consulting Services Between the City of De Pere and Core Distinction Group LLC (Hotel Feasibility Study).
14. Operator License Applications.

- 15. Voucher Approval.
- 16. Future Agenda Items.
- 17. Adjournment.

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Jessica Junker
Pat Kaster
Randy Oettinger
Joel Ehrfurth
Anita Perock
Shanna Koltz
Naomi Moes Jenkins
Max/Laura Mirahashemi
Tom Nick
John Nick
Hossein Mirahashemi
Andy Krans
Tina Quigley

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 4, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the November 20, 2018 Common Council Meeting.

ATTACHMENTS:

- 11-20-2018 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, November 20, 2018

7:30 PM

De Pere City Hall Council Chambers

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

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

2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the November 7, 2018 Common Council Meeting.

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

4. Public Hearing on the proposed Budget for calendar year 2019.

A. Presentation of 2019 Budget.

Mayor Michael Walsh presented the proposed 2019 Budget for the City of De Pere and stated that this budget is balanced, and provides for the City's service needs in a cost efficient manner.

The budget maintains a highly efficient and effective utility and transportation infrastructure through replacement of old and damaged facilities; it provides appropriate levels of financial incentives to promote development opportunities throughout the community; it minimizes the property tax mill rates as much as possible while continuing to provide municipal services in a manner that meets the needs of the community, and it provides the resources necessary to maintain an innovative, effective and efficient workforce. With this budget the City is able to continue the level of services residents are used to.

As part of the 2019 Budget Proposal, all City departments were asked to submit minimal increases in expenditures, excluding capital equipment and projects, to identify options to decrease operating expenditures and to increase revenues by an additional 3%.

Throughout 2018 the City has experienced a lot of interest in development in our business parks and in our downtown. We continue to experience that interest in developing a number of infills, or open areas, such as parking lots in the downtown, that are conducive for new development. Our fantastic business parks continue to generate development for locating new businesses and expanding existing businesses.

The State continues to impose restrictions on all municipalities to raise revenues for services and infrastructures by maintaining levy limits. We also continue to receive State unfunded mandates, which require us to either reduce City services, increase service fees, or create alternative revenue sources, in order to balance the budget. Over the years we have had to do some of all three alternatives.

We are trying to be creative to make it easier for the City to meet our budget needs and still offer our current services. The City will continue to work with the State restraints that we have, and do the best we can to at least maintain the status quo, and do whatever is needed to meet our future needs. Dark store legislation has a renewed emphasis being pushed onto leadership from municipalities, senators, representatives and citizens and we hope to see change in the assessment of retail stores and manufacturers.

Some goals of the 2019 Budget are to provide some momentum for the Downtown Cultural District and other improvements, and also for the Visioning and Branding Initiative. Included in the budget is \$500,000 to improve the James Street landscape, \$75,000 to design the George St. Plaza, and \$200,000 for the Fox River Trail and waterfront development. 2018 saw the launch of the City's new logo; included in the 2019 Budget is \$25,000 for new wayfinding signage that may utilize minutes to places of interest rather than miles, a new and interesting concept, along with an additional \$4,000 to implement the new logo and brand on City vehicles, signs, banners, and City flags, as well as marketing materials such as pens, shirts, etc. The City needs to promote itself; we do a lot of really good things here that even citizens aren't aware of: we are leaders, we love where we live, and we wouldn't want to live anywhere else.

After all of the department heads submitted their budgets, we had a deficit of \$207,000. By doing some cutting and other creative things we were able to reverse that deficit. We also cut over \$2.1 million in capital projects and equipment.

For many years we have lost shared revenues, but in 2018, they increased \$35,614. This year, they decreased approximately \$3,000. Last year we qualified for the Expenditure Restraint Program to the tune of \$218,534. This year we will qualify again with \$185,000, a decrease of \$33,000, due to more communities qualifying for the program. Depending on what the Public Service Commission does, we expect water rates to increase 20-30%. The ERU rate for the Storm Water Utility for 2019 will increase \$5 to \$92 per residential property, due to the need to fund mandates from the DNR and EPA. These increases will continue into the future to pay for those unfunded mandates.

This year we have allowed for some increases in personnel. The assistant City Attorney will go from part-time to full-time due to the increased workload and to manage Municipal Court prosecutions. Due to a restructuring of the Fire Department, there will also be three new battalion chiefs added to improve response capabilities next year. In order to balance our budget, it was necessary to do something that we haven't done since 2007 and that is to apply \$84,000 from the general fund balance for these 3 new fire department battalion chief positions. This was done so that all 3 positions could be established at once.

Overall, the entire General Fund budget increases 2.68% in operating expenditures, as compared to a 1.81% increase in 2018.

The Mayor recognized and appreciated the Save Legion Pool group and their efforts. The referendum allows the City to exceed the levy limit up to \$900,000, which results in a 7.05% increase in the City's tax levy.

The Mayor thanked everyone for the work that they did on the budget and stated that the City has a reputation for being a very desirable community in which to live. It has always been his goal as Mayor to maintain De Pere as an exceptional community and to enhance what we have here. With all of us: City Council, City employees, businesses and

residents all making a concerted effort, we will continue to make the City a great place to live, work and play.

City Administrator Larry Delo reviewed charts showing shared revenues, general fund revenue and expenditure trends, general fund expenditures by city department, property tax levy, general obligation debt trends, debt per capita and property valuation. Discussion followed.

B. Notice of Public Hearing.

Clerk-Treasurer Shana Ledvina announced that the notice was published in the Green Bay Press Gazette on November 9, 2018.

Mayor Walsh declared the public hearing open; no one wished to speak and he declared the public hearing closed and entertained a motion.

C. Approval of proposed 2019 Budget.

Aldersperson Lueck moved, seconded by Aldersperson Boyd to approve the 2019 Budget. Discussion followed regarding increasing the allocation for façade grant improvements, City debt, and \$15,000 omitted from the budget to be used to improve pedestrian access to Nicolet Square. Aldersperson Hansen moved, seconded by Aldersperson Boyd to increase the façade improvement grant from \$30,000 to \$60,000 in TIDs 7 and 9. Discussion followed. Upon vote, the motion was defeated 5-3 with Alderspersons Boyd, Hansen and Jennings voting ay.

Aldersperson Jennings moved, seconded by Aldersperson Hansen to amend the budget to add \$15,000 to improve the pedestrian area and amenities in the Nicolet Square parking lot. Discussion followed. Upon vote, motion carried 6-2 with Alderspersons Carpenter and Raasch voting nay.

Upon vote to approve the budget, the motion carried unanimously.

D. Resolution #18-111, Adoption of Tax Levy for City Purposes to Support the 2019 City Budget.

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

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

Mayor Walsh wished everyone a Happy Thanksgiving and wished everyone safe travels. Aldersperson Hansen acknowledged two great events, the public launch of the rebranding initiative and the grand opening of Aldi. He thanked Definitely De Pere and the De Pere Beautification Committee for the new banners.

6. Recommendation from the Finance and Personnel Committee to Accept Donation from Shopko Foundation for \$500 for Traffic Initiative

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

7. Recommendation from the Finance and Personnel Committee to accept donation of ambulance cot from Aurora BayCare Medical Center to the Fire Department.

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

8. Recommendation from the Finance and Personnel Committee to accept a donation from the Beautification Committee for Replacing Winter Banners.

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

9. Ordinance #18-26 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

Alderperson Hansen stated he will vote against this item. Alderperson Raasch explained that until the School District changes drop off policies, this problem will continue to exist. Discussion followed. City Engineer Eric Rakers explained that residents were split when polled about options; the Police Department supports the change.

RESULT:	SECOND READING REQUIRED [7 TO 1]
MOVER:	James Boyd, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Jennings, Lueck, Nelson, Raasch
NAYS:	Jonathon Hansen

10. Ordinance #18-27 Repealing and Recreating Section 13-8 De Pere Municipal Code Regarding Deferment of Special Assessments.

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

11. Resolution #18-112 Preliminary Resolution Declaring Intention to Exercise Special Assessment Powers Under Section 13-7 De Pere Municipal Code and Wis. Stats. §66.0703 for Sanitary Sewer, Water System (New Water Main, Existing Water System), New Development Storm System and Storm Sewer Management Pond on Ryan Road from 800 Feet North of Diversity Drive to 430 Feet South of Diversity Drive.

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

12. Resolution #18-113 Authorizing Amendment, Assignment and Consent to Assignment Between Irish Construction & Investments LLC, Town & Country Development, LLC and the City of De Pere (701 Millennium Court).

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

13. Resolution #18-114 Authorizing Emergency Medical Services Education Agreement Between the City of De Pere and BayCare Aurora, LLC, d/b/a Aurora BayCare Medical Center.

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

14. Resolution #18-115 Authorizing Service Agreement with WiscNet.

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

15. Resolution #18-116 Authorizing Agreement with Schenck, S.C. (Sewer Utility Rate Study).

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

16. Operator License Applications.

CITY OF DE PERE

License Committee - November 20, 2018

Previously Tabled Operator License Applications	
1	HELMS, ASHLEY B.

New Operator License Applications	
1	CAELWAERTS, ALLYSSA M.
2	ELLIS, EMILEE L.

3	HARTMAN, JESSICA M.
4	HENDRICKS, ARISSA J.
5	KALEY, DRAKE D.
6	MARQUEZ, SANDRA
7	NEILSON, SAMANTHA L.
8	NIGH, MITCHELL J.
9	SCHUMACHER, GREGG W.
10	SIKOWSKI, BARB E.
11	SMITH, FRANCIS R.
12	WATKINS, DEREK E.

Aldersperson Boyd moved, seconded by Aldersperson Hansen to deny Previously Tabled Operator License Application #1 based on her non-attendance at the 3 meetings and her arrest and conviction record. Upon vote, motion carried unanimously. Aldersperson Boyd moved, seconded by Aldersperson Carpenter to approve Operator License Applications #2-5 and 7-12. Upon vote, motion carried unanimously.

Aldersperson Boyd moved, seconded by Aldersperson Hansen to table Operator License Applications #1 and 6. Upon vote, motion carried unanimously.

17. Voucher Approval.

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

18. Appointments and Reappointments to Boards and Commissions by Mayor Walsh.

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

19. Discussion and Possible Action Regarding Negotiating the Purchase of Public Property

Aldersperson Lueck moved, seconded by Aldersperson Raasch to close the meeting at 9:11 p.m. Upon roll call vote, motion carried unanimously. Aldersperson Crevier moved, seconded by Aldersperson Nelson to open the meeting at 9:21 p.m. Upon roll call vote, motion carried unanimously.

20. Future Agenda Items.

21. Adjournment. Aldersperson Raasch moved, seconded by Aldersperson Nelson to adjourn the meeting at 9:21 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 4, 2018

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve the proposed 80 Lot and two Outlot Preliminary Plat of “Garrity’s Glen South” at 2500 BLK Lawrence Drive (parts of Parcels WD-L482, WD-L483 & WD-L484). Submitted by Pat Kaster, TLKM Development LLC, authorized representative for R&M Garrity Farm LLC, property owner.

On November 26, 2018, Plan Commission recommended approval of the preliminary plat, with conditions, by a vote of 6-0.

There were residents in attendance at the Plan Commission meeting that asked questions and expressed concerns about the proposal. Most expressed concerns about the R-3 zoning designation, but the duplexes, road network, traffic, property values and neighborhoods were also discussed.

At the meeting, Pat Kaster (the petitioner) identified that the apartments would be similar to Tim Halbrook's apartments in Howard, and that Mr. Halbrook would make the model available for viewing. Ms. Kaster followed up with staff after the meeting, noting that the model is located at the 'Hickory Park' apartments at 4110 Woodland Avenue in Howard. Mr. Halbrook can be contacted at (920) 336-1413.

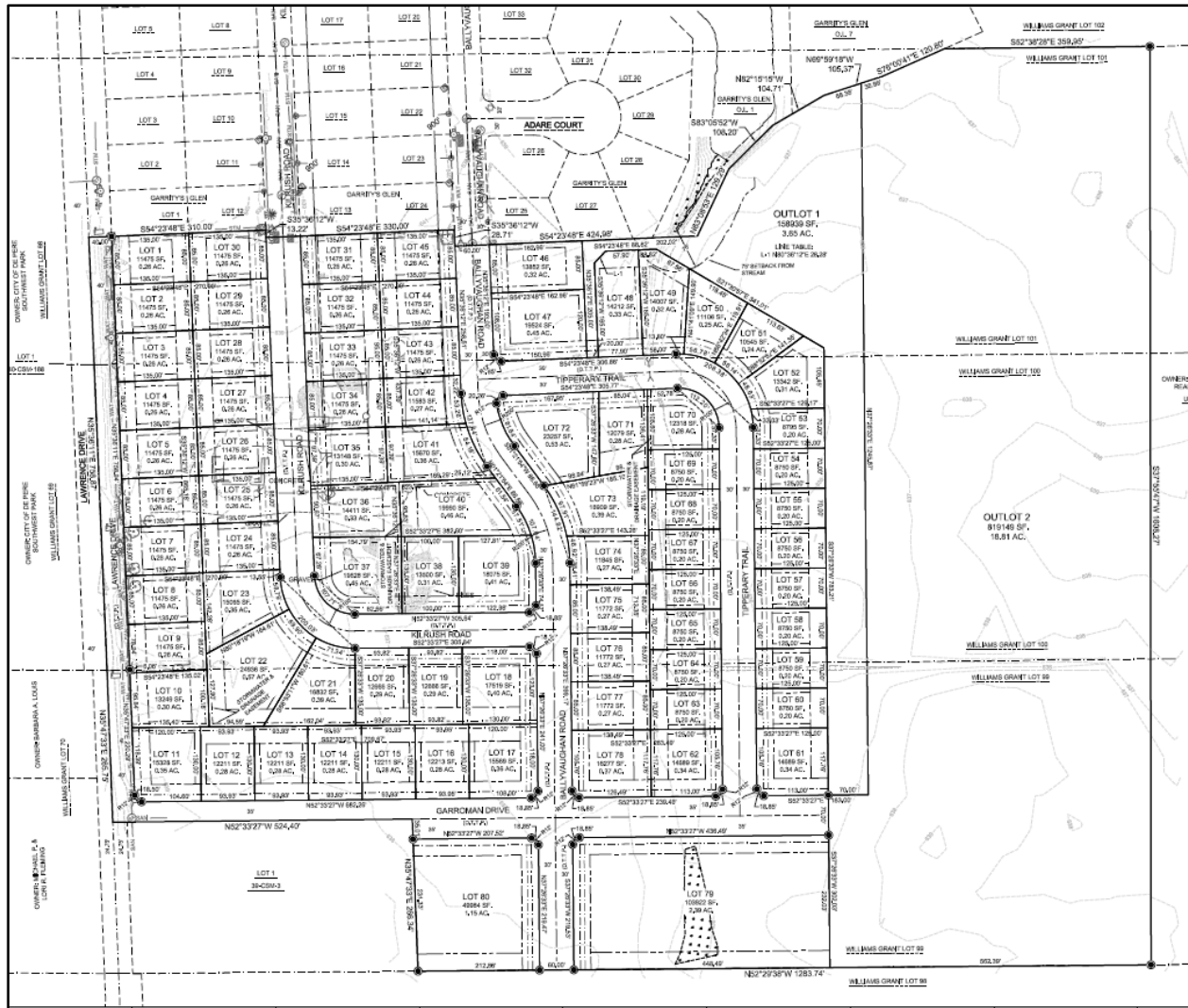
ATTACHMENTS:

- Preliminary Plat - Garrity's Glen South - Plan Commission Report (DOCX)
- Application Form (PDF)
- Preliminary Plat (PDF)

- ## SITE MAP



PROPOSED PRELIMINARY PLAT AREA



REQUESTED ACTION: Preliminary Plat Approval

Preliminary plat is associated with a rezoning petition that will be reviewed by Plan Commission on November 26, 2018.

COMMON DESCRIPTION: 2500 BLK Lawrence Drive, located generally between County Clare Road and the south City of De Pere limits.

PARCEL NUMBERS: WD-L482, WD-L483 and WD-L484

EXISTING ZONING: R-1 (Single Family Residential District)

PROPOSED ZONING: Rezoning is requested but is not part of the Preliminary Plat Review. Please refer to the 'Garrity's Glen Rezoning and PDD General Development Plan Staff report.

SURROUNDING LAND USES: Residential and natural areas to the north.

	Agricultural and industrial to the south. Agricultural to the east. Southwest Park to the west.	
COMPREHENSIVE PLAN:	Neighborhood Residential (Including Multi-Family). Business park near Outlot 2.	
APPLICANT / OWNER:	Pat Kaster Authorized Representative TLKM Development LLC 2170 Velp Avenue, Suite 106 Green Bay, WI 54303	R&M Garrity Farm LLC ETAL Property Owner 3173 Trenton Lane Green Bay, WI 54313-4025
SITE HISTORY:	After a review of air photographs, the property and nearby areas were used for agricultural purposes. Adjacent residential development to the north occurred in the late 2000's. The site is located adjacent to the City of De Pere and Town of Lawrence municipal limits.	
STAFF REVIEW:	When reviewing a preliminary plat, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The preliminary plat meets the criteria of State Statutes 236 and most criteria of Section 46-8 of the De Pere Platting and Division of Land Code. Lot sizes are sufficient for property zoned R-1 and proposed to be zoned R-2 and R-3. The PDD overlay area (proposed Lots 48-71) proposes the following differences from typical zoning: • Minimum street frontages of 85 feet will be allowed to be 70 feet • Side yard setbacks of 10 feet will be allowed to be 8 feet The developer intends on creating a homeowners association in the PDD overlay area to create a condominium-like neighborhood with minimal maintenance responsibilities of residents. The structures in the PDD will be single-family houses on individual smaller lots and appear to be similar to the lots in the rest of the neighborhood. Outlot 1 was created to allow for stormwater management. Outlot 2 was established for future development, most likely related to the Business-Industrial Park. Proposed Garromon Drive will eventually be extended to connect Lawrence Drive with American Boulevard. However, Garromon Drive is <u>not</u> designated to be a truck route for industrial vehicle ingress-egress. Please note that the Garroman Drove right-of-way, near Lawrence Drive, is only 35-feet wide. That is because only half of the typical 70-foot wide	

right-of-way is owned by the developer and the other half of the right-of-way would be dedicated by the property owner to the south. This is not atypical when dealing with property development and the public street will be built within the 35-foot right of way.

The City would consider acquiring the southern half of the right of way if one of the two occurs: 1) If and when the adjacent property owner would consider developing his property; 2) If and when American Drive is extended to the south and the Garroman Drive is extended to connect with American Drive. This is development dependent and staff does not have an estimated time frame.

Parks, Recreation, & Forestry Department suggested the creation of a right-of-way for a trail that could connect Southwest Park to Outlot 1 (for a future off-street trail loop) between the residential houses, but that concept cannot be accomplished easily with the minimum width residential lot design without losing 5-6 lots.

There are a significant number of conditions of approval linked to this report. The number of conditions occurred because the site was drawn with many details that are typically seen on a "final plat." Thus the staff review covered many more topics than are typically reviewed during a preliminary plat review.

The City plat is reviewed by the City of De Pere. A courtesy review of technical measurements was performed by Brown County to expedite the efficient process of recording plats.

REVIEW PROCESS

For preliminary City plat petitions, the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews preliminary City plats. The Common Council is expected to review the City plat on December 4, 2018.

The Plan Commission and Common Council will review the City plat again should a final plat be submitted for review and recording.

The plat review for this project is part of a number of reviews under consideration for Garrity's Glen South. Other concurrent reviews include:

- 1) Residential Infrastructure Policy and TID Incentive (approved by Finance/Personnel at their November meeting – Council review required).
- 2) Rezoning
- 3) Preliminary and ultimately final plat approval

STAFF RECOMMENDATION: Staff recommends APPROVAL of the preliminary City plat and forwarding the map to the Common Council for final approval, subject to:

(PLEASE NOTE THAT THE LARGE NUMBER OF CONDITIONS (33) IS NOT DUE TO A POOR SUBMITTAL. RATHER, IT IS BECAUSE THE SUBMITTED PLAT INCLUDED EXTRA REVIEWABLE DETAILS THAT ARE TYPICALLY NOT SUBMITTED UNTIL A FINAL PLAT IS DRAFTED.)

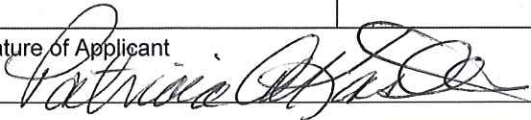
1. Meeting all other state and local regulations.
2. Final Plat approval is subject to a successful rezoning of Lots 48-72 to R-1 PDD, Lots 11-17 & 79 to R-2, and Lots 79-90 to R-3.
3. Final Plat approval is subject to the PDD allowing Lots 48-72 to have 70 feet of street frontage and 8 foot side yard setbacks.
4. The dedicated right-of-way, Garroman Drive, should be extended to the east boundary of Outlot 1. Future Garroman Drive should be dashed in through Outlot 2.
5. Outlot 1 should be extended to the south lot line of Lot 79. Due to the dedicated right of way, this may create an Outlot 3 that is to be dedicated to the City as part of Restrictive Covenant #1.
6. Identify the ownership and use for Outlot 2 in the Restrictive Covenants.
7. Label Lot 45 on page 2 of the plat.
8. Note #3 should be removed as rear yard setbacks are established by the Municipal Code.
9. The first sentence of Note #2 should be removed as side yard setbacks are established by the Municipal Code. The second sentence should include a reference to being per the potentially approved PDD, and include an approval date. The note should also reference a potential PDD approved front yard lot width.
10. If the WDNR determines a waterway does not exist on the plat, modify Restrictive Covenant #3 to not include navigable waterways. The body of water is a storm water management pond.
11. Reference the source and date of approval of the wetland delineation. Provide a copy of the delineation, and approval letter, to City staff.
12. The recommendation to include street trees with plat approvals has been recurring with recent plat reviews, and is strongly suggested. If street tree plantings are proposed as part of the development, indicate the plant and timing.
13. Per Wis. Stats. § 236.20(2)(k), when a street is on a circular curve, the main chords of the right-of-way lines shall be drawn as dotted or dashed lines in their proper places. All curved lines shall show, either on the lines or in an adjoining table, the radius of the circle, the central angle subtended, the chord bearing (delta), the chord length, and the arc length for each segment. The tangent bearing shall be shown for each end of the main chord for all nontangent circular lines. When a circular curve of 30-foot radius or less is used to round off the intersection between 2 straight lines, it shall

- be tangent to both straight lines. It is sufficient to show on the plat the radius of the curve and the tangent distances from the points of curvature to the point of intersection of the straight lines.
14. The developer/property owner shall be responsible to remove existing buildings and/or foundations in conflict with street construction. Foundation abandonment shall be completed per City Specifications.
 15. Gravel piles and other debris shall be removed by the developer.
 16. Provide documentation that there are no existing utility easements on the property.
 17. Provide a wetland delineation report.
 18. Remove the outlot extension between lots 46/47 and 48. This will be moved/changed to a 20 foot public access between Lots 50 and 51 as Public Access.
 19. Add Note: "Offsite drainage to be collected and transported to the City storm sewer upon development on Lot 79."
 20. The City is designing utilities for the subdivision. All lot lines shall be considered available for utilities until the final design is completed. Easement width shall be 20 feet for single utilities and 30 feet for two utilities. The final easements shall be labeled on the final plat.
 21. (1) Label the Stormwater and Drainage Easement as 6 feet wide on each side of the lot line. (2) Add a 6 foot Stormwater and Drainage Easement on each lot line on the back of Lots 46, 47, 48, and 49.
 22. Add the following note: "Drainage easements shall prohibit any obstruction to the flow of water, by any means."
 23. Add the following note: "Drainage easements shall not permit any structure, earthen berm, dam, erection of other improvement, tree or landscaping."
 24. Add the following note: "Drainage easements shall allow the erection of a fence or annual plantings such that the same do not obstruct the flow of water."
 25. Add the following note: "Drainage easements shall prohibit the grantor (property owner) from changing the grade elevation of the drainage easement from the established grade."
 26. Add the following note: "Drainage easements shall allow the grantee full rights of ingress and egress to carry on and all work in connection with the maintenance and operation in, over, under and across the lands of the grantor."
 27. Add the following note: "Drainage easements shall not allow the property covered by said easement to be used in any way or manner that will impair the rights of the grantee."
 28. Add the following storm water covenant on the face of the subdivision as follows: "The land on the side of the lots within the area shall be graded by the subdivider and maintained by the

- abutting property owner to provide for the adequate drainage of surface water."
29. Add the following note: "Exposed basement windows shall be approved by the Inspection Department prior to construction."
 30. Add the following note: "The City of De Pere requires the installation of sidewalk on all lots abutting all streets. Sidewalk installation shall be complete prior to the issuance of the occupancy permit by the City."
 31. Add the following note: "Driveways for Lots 79 and 90 off of Ballyvaughn Road shall be constructed with an 8" depth concrete apron. The driveway may be used by City trucks for turning around."
 32. Add the following note: "The City may restrict parking on one side of Ballyvaughn, Kilrush, Garroman, and Tipperary."
 33. Add the following note: The City may restrict parking on the east side of Lawrence Drive."

	CITY OF DE PERE APPLICATION FOR PLAT REVIEW		Fee: \$5854.00
			Receipt #: 137355
			Date: 10-24-18

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) TLKM DEVELOPMENT, LLC		Authorized Representative PATRICIA KASTER	
Title MANAGING MEMBER			
Mailing Address 2710 VELP S	City GREEN BAY	State WI	ZIP Code 54303
Email Address PKASTER@R	Phone Number (incl. area code) 920.497.5090	Fax Number (incl. area code) 920.497.4881	
SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)			
Name (Ind. Org. or Entity) R&M GARRITY FARM. LLC		Contact Person JOSEPH G	
Title MANAGING MEMBER			
Mailing Address 4030 BOY S	City TAMPA	State FL	ZIP Code 33607
Email Address JOSEPH.GAR	Phone Number (incl. area code) 813.281.8242	Fax Number (incl. area code) NA	
SECTION 3: Project or Site Location			
Project Address/Description GARRITY GLEN SOUTH		Parcel No. L-482, L-483, L-484	
SECTION 4: Plat Review			
Review Type:	☒ Preliminary Plat ☐ Final Plat		
Fee:	Preliminary Plat Fee: \$278 + (82 # of lots x \$68) Final Plat Fee: \$195		\$5,854.00
Present Use of Parcel:	AGRICULTURAL		
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 MANAGING MI	Phone Number 920.497.5090	
Signature of Applicant 		Date Signed 10/5/2018	

TO BE COMPLETED BY CITY STAFF	
Plat Review authorized by the De Pere Municipal Code, Chapter 46.	

Attachment: Application Form (7676 : Recommendation from Plan Commission to approve the proposed 80 Lot and two Outlot Preliminary Plat

PETITION

To: City of De Pere

Property: Part Parcel #WD-L482
Part Parcel #WD-L483
Part Parcel #WD-L484
Approx 36 Acres m/l

Owners: Joseph R. Garrity
R & M Garrity Farm, LLC

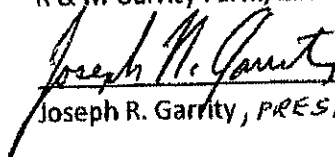
Developer: TLKM Development, LLC
c/o Patricia A Kaster
2170 Velp Avenue, Suite 106
Green Bay, WI 54303

We, the undersigned, being the owners of the above described property do join with the Developer/Agent and respectfully request the properties be zoned as follows:

All as part of Garrity's Glen South

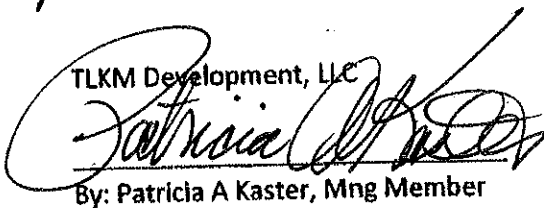
Lots 1-10, 18 - 47, 72-77 be zoned R-1 Single Family Residential
Lots 11 - 17 & Lot 78 Be R-2 Two Family Residential lots
Lots 48 - 71 Be zoned R-1 Planned Development
Lots 79 & 80 Be zoned R-3 Multi-family

R & M Garrity Farm, LLC


Joseph R. Garrity, PRESIDENT

Date: 10/4/18

TLKM Development, LLC

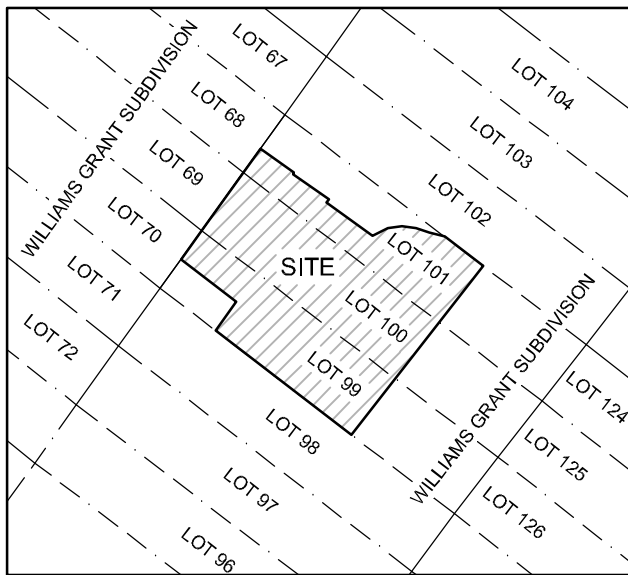
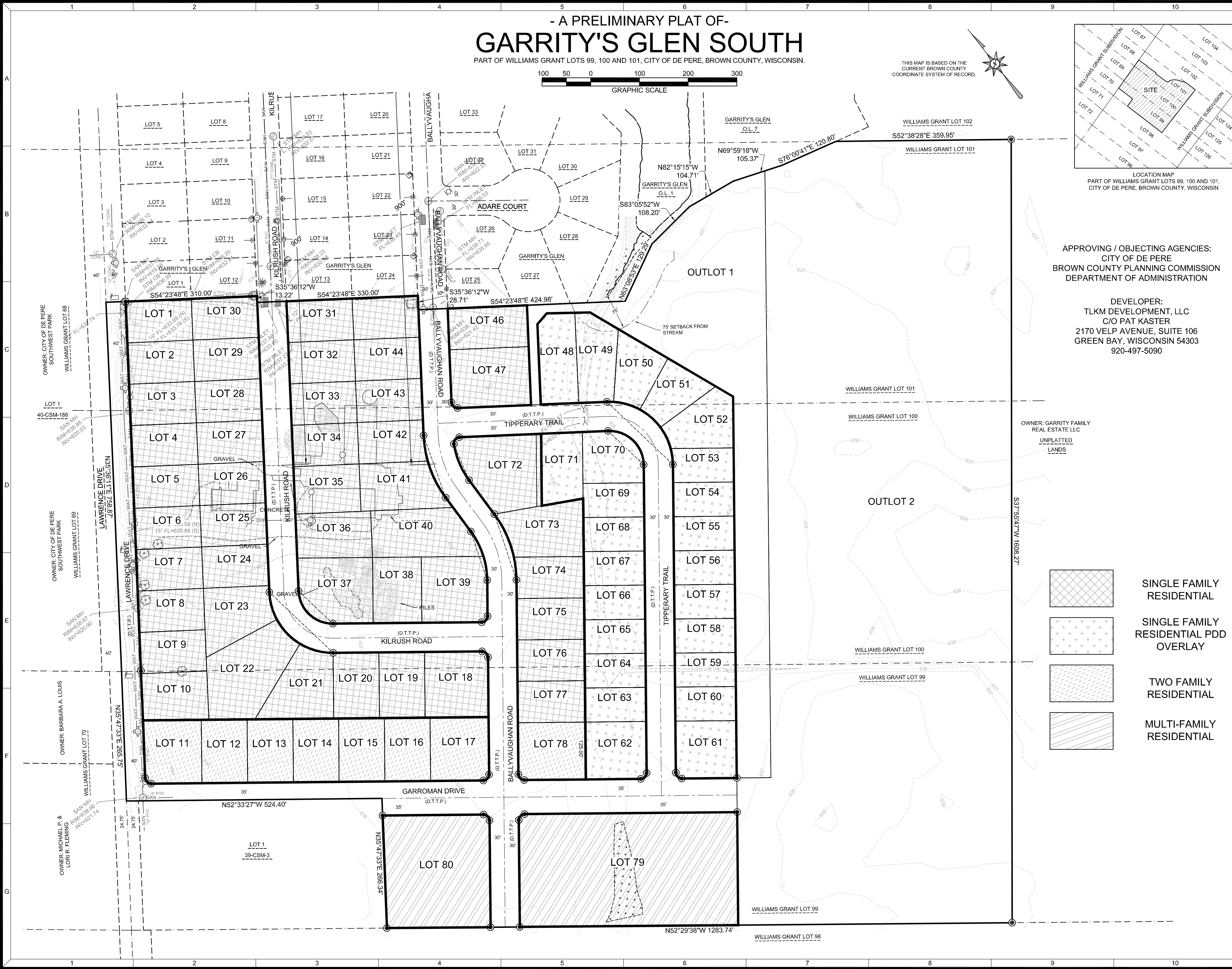

By: Patricia A Kaster, Mng Member

Date: 10/4/2018

A copy of the Preliminary Plat of Garrity's Glen South is attached to this Petition



Attachment: Preliminary Plat (7676 : Recommendation from Plan Commission to approve the proposed 80 Lot and two Outlot Preliminary Plat o



APPROVING / OBJECTING AGENCIES:
CITY OF DE PERE
BROWN COUNTY PLANNING COMMISSION
DEPARTMENT OF ADMINISTRATION

DEVELOPER:
TLKM DEVELOPMENT, LLC
C/O PAT KASTER
2170 VELD AVENUE, SUITE 106
GREEN BAY, WISCONSIN 54303
920-497-5090

OWNER: GARRITY FAMILY
REAL ESTATE LLC
UNPLATTED
LANDS



SINGLE FAMILY
RESIDENTIAL



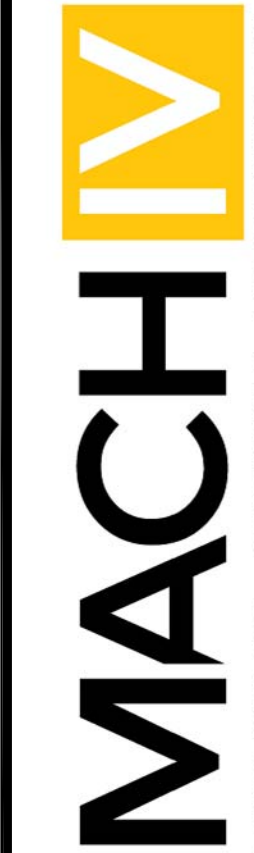
SINGLE FAMILY
RESIDENTIAL PDD
OVERLAY



TWO FAMILY
RESIDENTIAL



MULTI-FAMILY
RESIDENTIAL



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

TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

GENERAL DEVELOPMENT PLAN

REVISION DESCRIPTION	
NO.	

DATE: SEPTEMBER 28, 2018	
DRAFTED BY: RJO	
CHECKED BY:	
PROJECT NO.: 0336-10-18	
DRAWING NUMBER	
SHEET NUMBER	

2

OF 4

- A PRELIMINARY PLAT OF-
GARRITY'S GLEN SOUTH

PART OF WILLIAMS GRANT LOTS 99, 100 AND 101, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

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 CITY OF DE PERE AND THE BROWN COUNTY PLANNING COMMISSION AND UNDER THE DIRECTION OF THE OWNERS LISTED HEREON, I HAVE SURVEYED, DIVIDED AND MAPPED "GARRITY'S GLEN SOUTH", AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED AND IS PART OF WILLIAMS GRANT LOTS 99, 100 AND 101, CITY OF DE PERE, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE

SAID PARCEL CONTAINS _____ SQ. FT./ _____ ACRES OF LAND, MORE OR LESS.
SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
ROAD DEDICATION CONTAINS _____ SQ. FT. \ _____ ACRES OF LAND, MORE OR LESS.

RANDALL J. OETTINGER PLS-2349
DATE: OCTOBER 01, 2018

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

TLKM DEVELOPMENT, 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 GARRITY'S GLEN SOUTH TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. TLKM DEVELOPMENT, 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:

CITY OF DE PERE
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID TLKM DEVELOPMENT, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY PATRICIA A. KASTER, ITS MANAGER, ON THIS _____ DAY OF _____, 20__.

PATRICIA A. KASTER
MANAGER - TLKM DEVELOPMENT, LLC

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20 __, THE ABOVE NAMED MANAGER OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE 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]
COUNTY OF BROWN] SS

CONSENT OF CORPORATE MORTGAGEE

COMMUNITY FIRST CREDIT UNION, 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 KHM DEVELOPMENT, LLC, OWNER.

IN WITNESS WHEREOF, COMMUNITY FIRST CREDIT UNION HAS CAUSED THESE PRESENTS TO BE SIGNED BY

_____, ITS _____ AND COUNTERSIGNED BY _____
Its _____, at _____, this _____ day of _____.
(print name #1 above) (print title #1 above) (city) (state) (day) (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 _____, _____. 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]
COUNTY OF _____] SS

CERTIFICATE FOR THE CITY OF DEPERE

APPROVED FOR THE CITY OF DE PERE THIS ____ DAY OF _____, 20__.

KIM FLOMM
CITY OF DE PERE DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT

BROWN COUNTY PLANNING COMMISSION

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

DAN TEATERS
SENIOR PLANNER

CITY OF DE PERE TREASURER'S CERTIFICATE

AS DULY ELECTED VILLAGE 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.

SHANA LEDVINA DATE
VILLAGE TREASURER

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 CERTIFIED SURVEY MAP AS OF THE DATE LISTED BELOW.

PAUL ZELLER DATE
BROWN COUNTY TREASURER

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 LOTS 1-47, 72-80. SIDE YARD SETBACK IS 8 FEET FOR LOTS 48-71.
- 3) REAR YARD SETBACK IS 30 FEET FOR LOTS.
- 4) THROUGH SECTION 823.08 OF WISCONSIN STATUTES, THE WISCONSIN LEGISLATURE HAS ADOPTED A RIGHT TO FARM LAW. THIS STATUTE LIMITS THE REMEDIES OF OWNERS OF LATER ESTABLISHED RESIDENTIAL PROPERTY TO SEEK CHANGES TO PRE-EXISTING AGRICULTURAL PRACTICES IN THE VICINITY OF THE AGRICULTURAL PROPERTY. ACTIVE AGRICULTURAL OPERATIONS ARE NOW TAKING PLACE AND MAY CONTINUE TO TAKE PLACE IN THE VICINITY OF THESE NEW RESIDENTIAL LOTS. THESE ACTIVE AGRICULTURAL OPERATIONS MAY PRODUCE NOISES, ODORS, DUST, MACHINERY TRAFFIC, OR OTHER CONDITIONS DURING DAYTIME AND EVENING HOURS.
- 5) PURSUANT TO SECTION 45.6, DE PERE MUNICIPAL CODE, PUBLIC SITES AND OPEN SPACES, THE CITY OF DE PERE REQUIRES THE PAYMENT OF A FEE IN LIEU OF PARK DEDICATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ALL LOTS IN THIS SUBDIVISION.
- 6) SIDEWALKS ARE REQUIRED ON ALL STREETS. SIDEWALK INSTALLATION SHALL BE COMPLETED PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT BY THE CITY OF DE PERE
- 7) 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.
- 8) LOT 79 INCLUDES WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORPS OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE LOCAL MUNICIPALITY'S ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

RESTRICTIVE COVENANTS

- 1) OUTLOT 1 IS DEDICATED TO THE CITY OF DE PERE FOR STORM WATER DRAINAGE AND SEWER.
- 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) LOTS 49, 79 AND OUTLOT 1 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES WETLANDS, NAVIGABLE WATERWAYS, ALL LAND WITHIN 75 FEET OF THE ORDINARY HIGH WATER MARK OF NAVIGABLE WATERWAYS. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

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

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

TLKM DEVELOPMENT, LLC, A LIMITED LIABILITY COMPANY, GRANTOR, TO

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.

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



OFFICE OF THE REGISTER OF DEEDS
BROWN COUNTY, WISCONSIN
RECEIVED FOR RECORD _____, 20__
AT _____ O'CLOCK ____ M AND RECORDED AS
DOCUMENT # _____ IN
VOLUME _____ OF _____ ON PAGE _____
CHERYL BERKEN, REGISTER OF DEEDS

MACHIV
ENGINEERING • SURVEYING • ENVIRONMENTAL

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

GARRITY'S GLEN SOUTH

GGs

LAYOUT 20180910

REVISION DESCRIPTION

NO.

DATE: SEPTEMBER 10, 2018

DRAFTED BY: RJO

CHECKED BY:

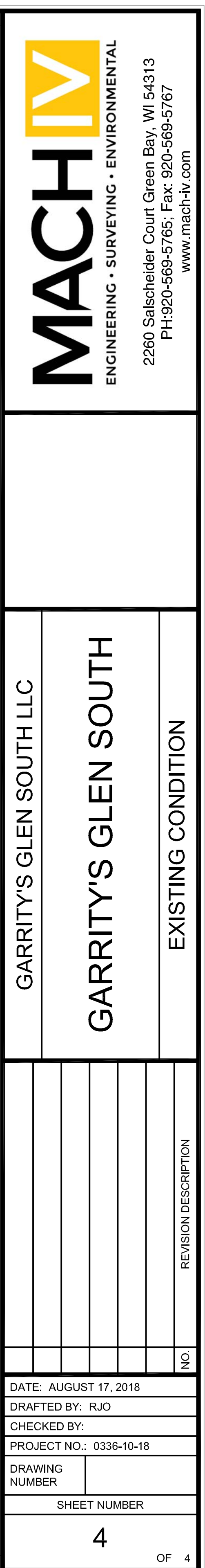
PROJECT NO.: 0336-10-18

DRAWING
NUMBER

SHEET NUMBER

3

OF 4



Attachment: Preliminary Plat (7676 : Recommendation from Plan Commission to approve the proposed 80 Lot and two Outlot Preliminary Plat o

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 4, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Ordinance #18-26 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations (second reading).

The Board of Public Works, at the November 12, 2018 meeting, approved changing the parking on O'Hearn Street and moved to send the request to Common Council for approval. The motion was approved with a 3-2 vote, with Alderperson Hansen and Alderperson Raasch voting nay.

Staff has received a request to reconsider parking restriction changes on O'Hearn Lane from Chicago Street to 650' north.

Option 1 - The current restriction for this area is "No Stopping or Standing during School Hours When Children are Present 7:30 am to 3:30 pm". Under the current signage, student drop-off and pick-up is prohibited on this section of O'Hearn Lane. This is the most restrictive designation and prevents stopping on the street during these hours.

Option 2 - Change the restriction to "No Parking during School Hours". This option will allow student drop-offs and pick-ups in this section.

Option 3 - Change the restriction to "Three Hour Parking During School Hours." This option is the least restrictive. It will allow student drop-off and pick-up, and parking for up to three hours during school hours. This signage is the same as the current restriction on Crestview Lane. This option is the least restrictive of the three.

A survey was sent to impacted property owners. A summary of the results and comments is attached.

Option 1 – 6

Option 2 – 5

Option 3 - 1

The police have been monitoring student drop off around the high school. Based on comments from the police, O'Hearn Lane provides some benefits for drop off/pick up. It's close to the school and has marked/signed crosswalks with a pedestrian refuge island in the middle of Chicago Street. Navigation into the high school parking lot with vehicles is not simple, and vehicles aren't allowed to drive thru the school's driveway where the buses stop. There is

concern that if drop off/pick up is not allowed on O'Hearn that more vehicles will then stop on Chicago Street to drop off / pick up, which is likely more dangerous than being on O'Hearn.

Based on the police department input and the close vote between Option 1 and 2, staff recommends the BOPW approve Option 2 which is to change the parking to "No Parking During School Hours".

ATTACHMENTS:

- Ord18-26 (DOCX)
- Parking Restrictions on O'Hearn Lane (PDF)
- CI-BOPW-O'Hearn Parking Summary-2018-11-12 (PDF)

ORDINANCE #18-26

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

Section 1: §150-23, Schedule G (Parking) is hereby amended as follows:

DELETION:

No stopping or standing during school hours when children are present 7:30 a.m. to 3:30 p.m.

<i>No parking</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
O'Hearn	E	Chicago	650'N
O'Hearn	W	Chicago	650'N

ADDITION:

<i>No parking during school hours</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
O'Hearn	E	Chicago	650'N
O'Hearn	W	Chicago	650'N

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of
December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 11/12/2018

Publication Date: _____

Effective Date: _____

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: Michael Walsh, Mayor
Members of the Board of Public Works

From: Derek Beiderwieden, Chief of Police
Chad Opicka, Captain

Date: November 8, 2018

Subject: Parking Restrictions on O'Hearn Lane

In review of the parking options and survey results for O'Hearn Lane, the police department recommends Option 2. This option provides a safer location for student drop-off and pick-up than alternative roadways, and provides a marked crosswalk with pedestrian refuge area to cross Chicago Street. Option 2 provides minimal disruption to the neighborhood, and does not allow for unattended vehicles to be parked during school hours.

**PUBLIC COMMENT
O'HEARN PARKING RESTRICTION CHANGES**

ADDRESS	OPTION 1	OPTION 2	OPTION 3	COMMENTS
1729 O'Hearn Lane		1		Current practice is for parents to drop off children, this has not caused issues or problems in our neighborhood. Police do not seem to enforce current restrictions, but that's OK and not causing issues. I would NOT want parking on the street because I would expect students would ignore the 3 hr. limit and would create a lot of police calls for enforcement, which I would not want. Option 2 is a reasonable solution and mirror current practice. Thank you for soliciting my opinion.
1733 O'Hearn Lane	1			The enforcement of the parking restrictions on our street is not happening on a regular basis so I don't see that the enforcement will change with any of the other options. In addition, we have this in place because of other issues that were occurring on our street before the parking was restricted. We had students in backyards sitting on decks, leaving garbage & generally making themselves comfortable on our property. I do not want this to be repeated and am happy the way things are now. I do appreciate the issues facing parents trying to pick up & drop off students, but am not willing to take the risks of changing the current restrictions.
1739 O'Hearn Lane		1		No parking during school hours allows for a clear street. Students need to utilize the school parking lot.
1719 O'Hearn Lane		1		We've witnessed extreme congestion 7:30am-8am and 2:30pm-3:00pm. Not at all in favor of option 3 allowing for parking for any length of time, the result would be out-of-hand congestion leading to dangerous situation for cars & students. Option 1 is not enforceable & doesn't work.
1734 O'Hearn Lane	1			The current restriction is NEVER enforced in the mornings. Students are always dropped off/getting things out of cars. It would be appreciated to have this restriction enforced, please. Since this isn't enforced, we don't believe anything else would be enforced.
1725 O'Hearn Lane	1			When parking was allowed we had kids sitting on our stoop smoking. When I confronted them, I was swore at and had a cigarette butt thrown at me. Another time I came home from work early and not able to get into my driveway as a car was blocking it. I am also concerned about visibility with cars parked on the street and backing out into traffic. Cars go quite fast at times around the corner.
1730 O'Hearn Lane		1		No. 2 is the best option: * Parents can still drop off & pick up kids (like they do now anyways) * no problems with garbage pick up or snow plowing work activity NOTE: speed is an issue on the street with curve & students exiting & entering vehicles
1731 O'Hearn Lane	1			We currently already have many people who are parked longer than 30 minutes for pickup/drop off. This opens up loitering, traffic congestion and honestly the high school needs to come up with an alternative. It should not be our neighborhood's responsibility to house the vehicles.
1718 O'Hearn Lane		1		We have no problem with parents dropping off children or picking them up in front of our home. As long as they don't park blocking our driveway or turning around in our driveway packing down snow.
1735 O'Hearn Lane	1			
1738 O'Hearn Lane	1			I prefer no change to the current policy in effect. It is not needed- these are high school students, not elementary or middle school!
TOTAL	6	5	0	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 4, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Resolution #18-117 Disallowance of Claim (Anita Perock).

ATTACHMENTS:

- Reso18-117 (DOCX)
- Perock-1202 Red Maple Rd Claim Form (PDF)
- Receipt of Claim (PDF)
- Perock-1202 Red Maple Rd Invoice (PDF)
- Denial letter EMC (PDF)

RESOLUTION #18-117

DISALLOWANCE OF CLAIM
(Anita Perock)

WHEREAS, a Notice of Claim and Claim was filed by Anita Perock (“Claimant”), 1202 Red Maple Road, De Pere, Wisconsin 54115-1601, in the City Clerk-Treasurer’s office on October 15, 2018; and

WHEREAS such Notice and Claim alleges that Claimant sustained damages when sewer water backed up into her garage on October 11, 2018, for which she incurred costs for sewer flushing services totaling \$300.00; and

WHEREAS, the City has a reasonable sewer maintenance plan in place whereby city sewers are cleaned on a five-year cycle with sewer servicing the subject property last being cleaned and inspected in August 2016; and

WHEREAS, this matter has been reviewed by the City’s liability insurance carrier, EMCASCO Insurance Company (EMC), which investigated the same and determined that since the City had no prior knowledge of the sewer blockage prior to the October 11, 2018 event, and could not therefore have taken steps to prevent the backup from occurring, the City was not negligent or legally responsible for damages caused by the sewer backup on October 11, 2018.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Claim submitted by Anita Perock be, and the same is hereby denied, and that no action on this Claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED THAT:

A copy of this Resolution be forwarded to the Claimant, Anita Perock, as a Notice of Disallowance.

Resolution #18-117
Page 2 of 2

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-117 (7650 : Resolution #18-117 Disallowance of Claim (Anita Perock).)

CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050

LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the address listed above. The City will submit your documentation to its insurance carrier for payment determination.

1. Date and Time of Incident: 10/11/18
2. Location of Incident: 1202 Red Maple Road
3. Name of Injured Person/Owner of Damaged Property: Anita Perock
(Age if Minor: _____)
4. Address: 1202 Red Maple Rd
5. Telephone Number: (H) 336-5679 (C) 609-4045 (W) _____
6. Please give a detailed description of the incident (use back of form if necessary):

Sewer was backing up in garage. Called
twice / worked in 1 hr / city came (engineer) came
out and found the sewer at the street
was full of sewage

7. Total Amount of Claimed Damages: \$ 300.00 (Attach itemized statements/bills)

8. Witness name, address and telephone number: Jon at Twice, City
engineer called? they came out & checked it

In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.

10/15/18
Date

Anita Perock
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Signature of Person Filing Claim
(parent or guardian if claimant is under 18)



Milwaukee Claim Department

October 18, 2018

C0161
CITY OF DEPERE
335 S BROADWAY
DE PERE WI 54115-2526

Dear City Of Depere:

EMC has received notice of your claim. The initial information received is referenced in the Claims Contact Summary below. You may wish to retain the Claims Contact Summary information for your records. It will assist you when contacting EMC regarding the status of your claim.

If we have not spoken about your claim upon receipt of this letter, please use the information below to contact me.

Sincerely,

Paul Kasdorf
Senior Claims Adjuster

YOUR CLAIM INFORMATION

Claim Number:	Z01455449
Claimant:	Anita Perock
Policy Number:	5D3-15-78 General Liability (Occurrence)
Loss Date:	10/11/2018
Loss Location:	1202 Red Maple Rd De Pere, WI
Adjuster:	Paul Kasdorf
Phone:	262-717-3968
Email:	Paul.C.Kasdorf@EMCIns.com

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | milwaukee.claims@emcins.com | www.emcins.com

Employers Mutual Casualty Company
EMCASCOS Insurance Company
EMC Reinsurance Company

Illinois EMCASCO Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)

Casualty Loss - Next Steps

You have just reported a Casualty loss. The following will help answer questions on how EMC Insurance Companies will handle your claim. This courtesy letter is informational only and does not require any further action on your part. This does not alter, delete, or replace any of the terms or conditions of your policy.

- An EMC Claims Representative should be in contact with you within 24 hours of receipt of your report of claim. When you speak with the EMC Claims Representative, he or she will explain the claims process, discuss what information will be needed from you, and will explain what is covered and not covered under your policy.
- This letter includes a summary of Your Claim Information, including your Claims Representative's contact information and pertinent information surrounding your loss. Please keep this letter on hand as a reference.
- If available, please provide any of the following information to your claim representative
 - All known contact information for other involved parties or witnesses
 - Photographs
 - Any reports or estimates
- Your EMC Claims Representative will keep you informed as your claim is processed and will communicate with you regarding any further information or documentation that is needed to assist us in resolving your claim.

TWIRL

SEWER SERVICE CO.

920-468-9919
1833 SAL ST.
GREEN BAY, WI 54302-2113

No. 26636

Phone: _____

Name Anita Perock Date 10-11-18

Address 1202 Red Maple Rd.

City De Pere State WI Zip 54115

Service At _____

City _____

Twirl is not responsible for damage to the premises caused by the removal of the clean-out or drain cover or cap which is removed in the process of servicing the lines. Replacement shall be made at an additional charge for the replacement cover or cap and the labor for its installation. If the customer refuses to authorize such replacement, Twirl shall not be responsible for damage thereafter resulting from sewer gas, back-ups or leakage through such cover, cap or opening due to rain and/or other causes.

Twirl shall not be responsible for the cleaning of or damage to leaky or defective traps, improper or faulty plumbing, rusted or defective pipes, corrosion or unusual restrictions due to mineral or hard water buildup, cleaning chemicals, such as lye, lines which are settled, broken, deteriorated or damaged. If during the cleaning process, fixtures are damaged or broken or defective or corroded drainage tiles or lines are broken or if the Company's equipment becomes lodged in any such defective lines, tiles, piping or plumbing and cannot be practically removed without excavation, Twirl shall not be liable for the removal of said equipment or for the repairs or replacement of such fixtures, tiles, piping or plumbing.

Reported Problem Sewage up garage drain

X _____

Work Performed Cleaned sewer to road. #1604 did not open called city and had them come verify it's their line covering issues.

Total \$300.00

Recommended Cleaning _____

Serviceman Don PO# _____

Cleaned Sewer Length / Size _____

C/O Condition _____ Guar. _____

C/O Location _____

Cash _____ Check No. 9427 C/C _____

Upon my request, the TWIRL SEWER SERVICE CO. performed services at the time and place herein stated; that the reasonable charge therefore is as stated herein; that said services were performed in an efficient and workmanlike manner, and are accepted by me as such.

If this bill is not paid within 90 days, it will go to our collection agency and the initial bill will increase by 1/2 to cover our costs.

X [Signature]

Attachment: Perock-1202 Red Maple Rd Invoice (7650 : Resolution #18-117 Disallowance of Claim (Anita Perock).)

COPY

1.7.e

Milwaukee Claim Department



October 25, 2018



ANITA PEROCK
1202 RED MAPLE RD
DE PERE, WI 54115-1601

RE: Insured: City of Depere
Claim Number: 1455449
Loss Date: 10/11/18
Claimant: Anita Perock

Dear Anita Perock:

I am handling a liability claim on behalf of our insured for a sewer back up.

Based on our investigation, our insured did not have any notice that the sewer was going to become blocked. Therefore, discretionary immunity would apply for this municipality sewer utility and our insured would not have fault in this matter.

Please feel free to contact me at (262) 717-3968 with any questions.

Sincerely,

Paul Kasdorf
Sr. Claims Adjuster
paul.c.kasdorf@emcins.com

CC: CITY OF DEPERE
335 S BROADWAY
DE PERE, WI 54115-2526

CC: M3 INSURANCE SOLUTIONS INC (VIA EMAIL)

Attachment: Denial letter EMC (7650 : Resolution #18-117 Disallowance of Claim (Anita Perock).)

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | milwaukee.claims@emcins.com | www.emcins.com

Employers Mutual Casualty Company
EMCASCOS Insurance Company
EMC Reinsurance Company

Illinois EMCASCO Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 4, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #18-118 Rescinding Excess Stadium Tax Allocation for a Splash Pad and Redirecting the Same to Improving and Transforming the Pools at VFW Park and Legion Park (Request of Ald. Raasch).

ATTACHMENTS:

- Reso18-118 (DOCX)

RESOLUTION #18-118

RESCINDING EXCESS STADIUM TAX ALLOCATION FOR A SPLASH PAD AND
REDIRECTING THE SAME TO IMPROVING AND TRANSFORMING THE POOLS AT
VFW PARK AND LEGION PARK

WHEREAS, the Common Council, pursuant to Resolution #17-27, allocated \$1,300,348.46 in excess stadium tax revenue returned to the City; and

WHEREAS, in addition to depositing such funds into a segregated account, 2015 Wisconsin Act 114, which authorized the return of such excess funds, required municipalities receiving that revenue to adopt a resolution specifying the purpose(s) for which the revenue will be spent and the amount of the revenue(s) to be spent for that purpose; and

WHEREAS, in addition to other projects meeting the above criteria, the Council found that construction of a splash pad would benefit economic development in the City and allocated an amount not to exceed \$300,000.00 from said excess tax revenue for that purpose; and

WHEREAS, on November 6, 2018, the voters of the City of De Pere authorized the City to exceed the property tax levy limit by up to \$900,000.00 for improving and transforming the pools at VFW Park and Legion Park; and

WHEREAS, the Council believes that construction of a splash pad in the City will occur at either or both VFW Park and Legion Park pools in conjunction with the improvement and transformation of those facilities and believes it prudent to redirect the \$300,000.00 allocated under Resolution #17-27 for said splash pad to improving and transforming the pools at VFW Park and Legion Park; and

WHEREAS, the Council further finds that improving and transforming the pools at VFW Park and Legion Park will enhance economic development in the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Council hereby rescinds the \$300,000.00 allocation of excess stadium tax revenue for the construction of a splash pad in the City under Resolution #17-27 and re-allocates the same to improving and transforming the pools at VFW Park and Legion Park.

BE IT FURTHER RESOLVED THAT:

All revenue not used through the above expenditure and all interest earned on the revenue shall be applied to future City debt payments as determined by the City Administrator and Finance Director.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 4, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #18-119 Rescinding Stadium Tax Allocation for Voyager Park Amphitheater/Stage and Redirecting the Same to Improving and Transforming the Pools at VFW Park and Legion Park (Request of Ald. Raasch).

ATTACHMENTS:

- Reso18-119 (DOCX)

RESOLUTION #18-119

RESCINDING EXCESS STADIUM TAX ALLOCATION FOR VOYAGEUR PARK
AMPHITHEATER/STAGE AND REDIRECTING THE SAME TO IMPROVING AND
TRANSFORMING THE POOLS AT VFW PARK AND LEGION PARK

WHEREAS, the Common Council, pursuant to Resolution #17-27, allocated \$1,300,348.46 in excess stadium tax revenue returned to the City; and

WHEREAS, in addition to depositing such funds into a segregated account, 2015 Wisconsin Act 114, which authorized the return of such excess funds, required municipalities receiving that revenue to adopt a resolution specifying the purpose(s) for which the revenue will be spent and the amount of the revenue(s) to be spent for that purpose; and

WHEREAS, in addition to other projects meeting the above criteria, the Council found that construction of an amphitheater/stage at Voyageur Park would benefit economic development in the City and allocated an amount not to exceed \$125,000.00 from said excess tax revenue for that purpose; and

WHEREAS, on November 6, 2018, the voters of the City of De Pere authorized the City to exceed the property tax levy limit by up to \$900,000.00 for improving and transforming the pools at VFW Park and Legion Park; and

WHEREAS, the Council believes that the \$125,000.00 allocated for the amphitheater/stage at Voyageur Park will not likely construct an amphitheater that will provide the economic return anticipated when the initial allocation was made; and further, the Council believes Voyageur Park is not the proper location for an amphitheater; and

Resolution #18-119
Page 2 of 2

WHEREAS, the Council further believes it is prudent to redirect the \$125,000.00 allocated under Resolution #17-27 for said amphitheater/stage at Voyageur Park to improving and transforming the pools at VFW Park and Legion Park; and

WHEREAS, the Council further finds that improving and transforming the pools at VFW Park and Legion Park will enhance economic development in the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Council hereby rescinds the \$125,000.00 allocation of excess stadium tax revenue for the construction of an amphitheater/stage at Voyageur Park under Resolution #17-27 and re-allocates the same to improving and transforming the pools at VFW Park and Legion Park.

BE IT FURTHER RESOLVED THAT:

All revenue not used through the above expenditure and all interest earned on the revenue shall be applied to future City debt payments as determined by the City Administrator and Finance Director.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-119 (7680 : Resolution #18-119 Rescinding Excess Stadium Tax Allocation for Voyageur Amphitheater)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 4, 2018

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #18-120 Authorizing Agreement for Contractor Services Between the City of De Pere and Shanna Koltz and Naomi Moes Jenkins (Main Avenue/Nicolet Square Alley Art Installation).

The Board of Public Works, at the November 12, 2018 meeting, approved sending the request to approve the proposal to improve Nicolet Alley to Common Council for approval. The motion passed unanimously with a 5-0 vote.

ATTACHMENTS:

- Reso18-120 (DOCX)
- Exhibit A to Resolution-Contractor Agreement Main Ave - Nicolet Square11-29-18-Changes Accepted(Final) (PDF)
- Exhibit 1 Koltz-Moes Jenkins Contractor Agreement (PDF)
- Exhibit A Koltz-Moes Jenkins Contractor Agreement (PDF)
- Exhibit B Koltz-Moes Jenkins Contractor Agreement (PDF)
- Request to Approve Proposal to Improve Nicolet Alley 11-7-18(PDF)

RESOLUTION #18-120

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN THE CITY OF DE PERE AND
SHANNA KOLTZ AND NAOMI MOES JENKINS
(Main Avenue/Nicolet Square Alley Art Installation)

WHEREAS, the City is in need of contractor services to aesthetically improve the public pedestrian walkway bordered by Main Avenue and Nicolet Square Mall, located between Tax Parcels WD-912 and WD-913; and

WHEREAS, Shanna Koltz and Naomi Moes Jenkins are available and offer to provide qualified personnel and equipment necessary to accomplish such services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement for Contractor Services, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-120 (7626 : Resolution #18-120 Authorizing Agreement for Contractor Services-Koltz and Moes Jenkins)

**AGREEMENT FOR CONTRACTOR SERVICES
(Main Avenue/Nicolet Square Alley Art Installation)**

THIS AGREEMENT, made and entered into on this ____ day of _____, 2018, by and between the City of De Pere (“City”) and Shanna Koltz and Naomi Moes Jenkins (jointly and severally “Contractor or Contractors”).

WITNESSETH

WHEREAS, City wishes to aesthetically improve the public pedestrian walkway bordered by Main Avenue on the north and the Nicole Square Mall on the south, between Tax Parcels WD-912 and WD-913, as shown on the map attached and incorporated as Exhibit 1; and

WHEREAS, Contractors are available and offer to provide qualified personnel and equipment necessary to accomplish such services within the required timeframe.

NOW THEREFORE, City and Contractors agree as follows:

I. DESCRIPTION OF PROJECTS

The project is as described in the Request for Proposals, attached as Exhibit A and the Contractor’s Proposal thereto, attached as Exhibit B. If a conflict exists between Exhibits A and B, the terms of Exhibit B shall prevail. If there is a conflict between Exhibit B and this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Contractor agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement by written amendment, signed by the parties.

II. SCOPE OF CONTRACT SERVICES

- A. Contractors are independent contractors and not employed by or agents of the City. Contractors shall provide City with their artist Tax Identification Numbers and other documentation City deems necessary.
- B. Contractors agree to perform the services as described in Exhibit B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.
- C. Obligations of Contractors in addition to Exhibit B:
 - 1. Contractors shall perform all services required and provide all materials, supplies and equipment necessary for the design and creation of the work, all of which are included in the Compensation/Commission set forth in ¶ VIII.
 - 2. Contractors shall provide a description of all materials and products utilized and provide photographic documentation of the work.

3. Any changes Contractors deem necessary to enhance the composition or color of the work shall be deemed for the good of the work and at no additional charge to City.

III. SCOPE OF CITY SERVICES

City agrees to provide the Contractors items such as existing plans, documents, preferences, and other information concerning the project that may be applicable in the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS AND COMPLETION

In signing this Agreement, the City gives the Contractors specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Contractors.

V. OWNERSHIP AND FORM OF DOCUMENTS

Title and ownership of the work, as a whole, shall pass from Contractors to City upon the completion of the work. Contractors represent and warrant that the work to be created is solely the result of the artistic work of the Contractors; that the work is unique and original and does not infringe on any copyright, trademark, service mark or other intellectual property of 3rd persons; and the Contractors have not sold any element thereof or intellectual property thereto which may affect or impair the rights granted under this Agreement.

All artwork, as a whole, as described in Exhibit B, created during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Contractors shall not be considered the owner of any such document nor shall Contractors retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Contractors agree to and do assign and transfer to City all rights, title, and other interests in such artwork, which rights shall include copyright, trademark, service mark or patent rights therein, unless City fails to pay Contractors for such work as provided herein in which case the ownership and all rights shall revert to the Contractors.

This assignment pertains to the artwork as a whole and does not include any assignment of rights to the individual components of the artwork, which components shall remain the property of Contractors.

City grants to Contractors an irrevocable license to reproduce the artwork for non-commercial purposes, including but not limited to reproductions used in brochures, media publicity, work attribution, examples of work, and exhibition catalogues. Further, City grants Contractors an irrevocable license to reproduce and vend/sell reproductions and derivatives of

the artwork provided the profits of such sale are donated to non-profit entities which exist to promote and benefit City and its business districts.

Contractors acknowledge that, as a Contractor to City, 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. Contractors agree that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Contractors 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 Contractors for the reasonable costs incurred in complying with this paragraph. Contractors also agree to indemnify the City from all costs City incurs should Contractors fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Contractor understands that, during the course of work under this contract, Contractor may become privy to confidential information of City. Contractor shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Contractor's work hereunder shall be completed no later than June 30, 2018. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay their response time, Contractor shall so inform the City in writing as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept as compensation a commission of not to exceed \$50,000 as identified in Exhibits A and B. City shall pay Contractors 50% of the Commission upon execution of this Agreement and 50% upon completion of the work. If the parties agree to additional work under this Agreement, such compensation for such additional work shall be as agreed upon by the City and Contractor and set forth in the written amendment under Section I of this Agreement.

IX. NON-DISCRIMINATION

The Contractors agree that, in performing under this Agreement with the City, they will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

X. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Proof of Insurance. Contractor shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Contractor meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Contractor's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XI. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Contractors, jointly and severally, shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Contractor or Contractor's and/or employees in the performance and furnishing of Contractor's services under this Agreement.

To the fullest extent permitted by law, Contractor's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Contractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Contractor's negligence bears to the total negligence of City, Contractor and all other negligent entities and individuals.

XII. SUBCONTRACTS

The Contractor shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor shall be responsible to the City for the actions of person and firms performing subcontract work.

XIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Contractor without the prior written consent of the other.

XIV. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XV. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVI. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the City make normal progress in the performance of the work impossible. The Contractor may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVII.

XVII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Contractor may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Contractor shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Contractor shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XVIII. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XIX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to:

If to City:

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

With a copy to:

City of De Pere
Attention: City Administrator
335 South Broadway Street
De Pere, WI 54115

If to Contractor:

Shanna Koltz
[Insert address]

Naomi Moes Jenkins
[Insert address]

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

Shanna Koltz

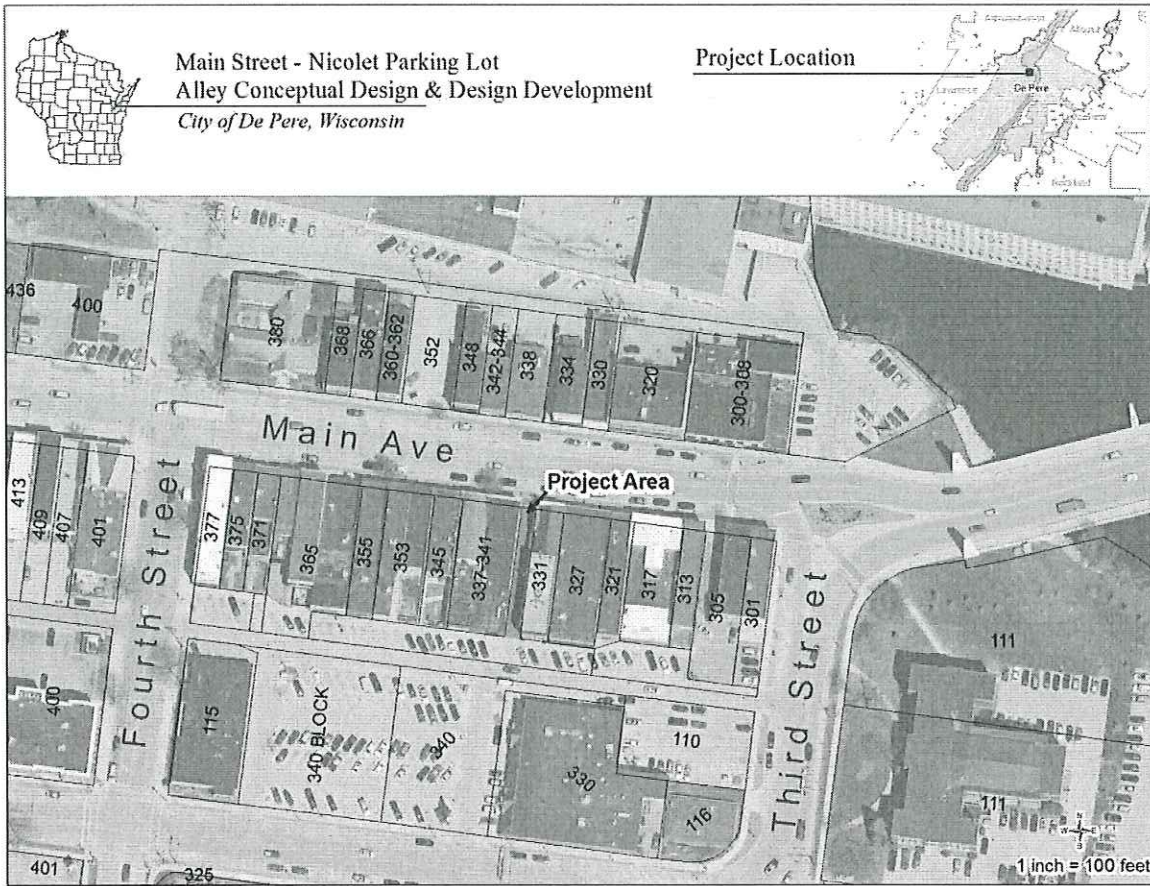
CITY OF DE PERE

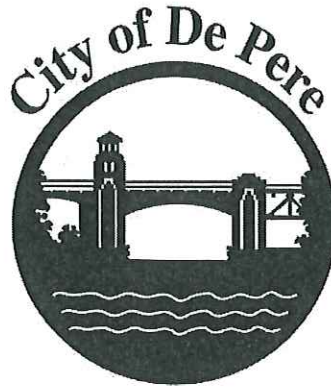
By:

Michael J. Walsh, Mayor

Naomi Moes Jenkins

Shana D. Ledvina, Clerk-Treasurer





REQUEST FOR PROPOSALS

City of De Pere, Wisconsin

Main Street - Nicolet Parking Lot Alley Conceptual Design & Design Development

City Administrator's Office

Issued: June 15, 2018

Proposals Due: July 13, 2018 by 4:00PM

A. Community Overview

The 25,000 people, who call De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, a dynamic downtown, successful business parks and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents.

The residences, businesses and commercial areas are connected with a transportation and green space network that accommodates cars, bikes and pedestrians. The beautiful Fox River is the focal point of the City Center and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining and entertainment.

B. Project Background

To continue the momentum occurring in downtown, the City of De Pere Administration ("City") is soliciting proposals from qualified Consultants for streetscape design, cost estimating and design development document preparation. This project will revitalize the public alley adjacent to Nickys Lionhead Tavern, Gryo Kabobs and T. Alterations that connect Main Street and the Nicolet Parking Lot, a highly visible and important pedestrian gateway in downtown De Pere.

The alley is currently utilized to store various solid waste containers and as a pedestrian walkway. The City's Development Services Department and Definitely De Pere have facilitated discussions with area businesses to determine an appropriate future use of the alley. The City has also requested a Memorandum of Understanding with the two adjacent building owners to support the alley design / rehabilitation project.

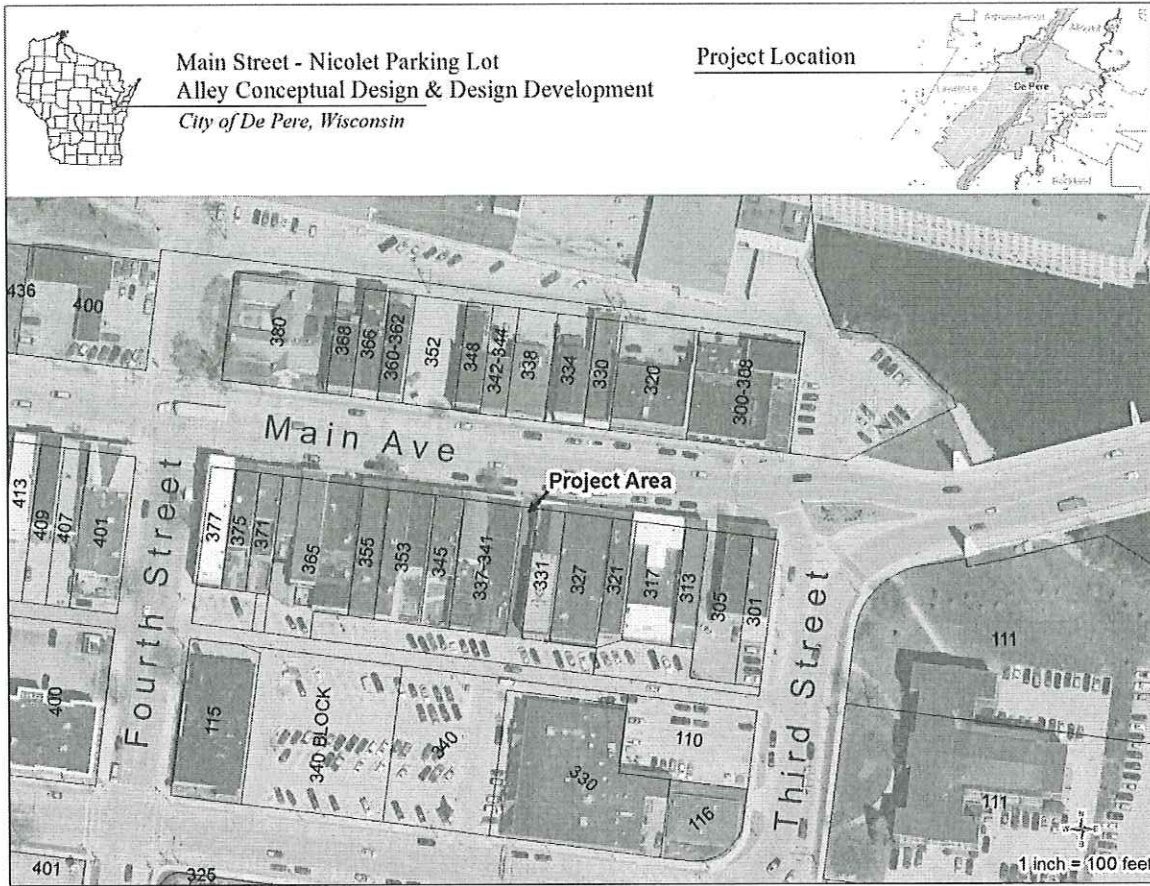
C. Design Vision

This project will enhance and expand the public realm in De Pere by developing an impressive streetscape that is enjoyed by both residents and tourists alike. With areas for seating, pedestrian access, inviting vegetation, lighting and the possibility of a winter utilization features and public art displays. This alley streetscape project should establish an area that invites individuals to sit to have a cup of coffee, read a book or simply discuss downtown shopping plans while admiring local art.

After site analysis and collaboration with City Stakeholders, Consultants will provide two conceptual options for the streetscape. The options will then be evaluated, with portions from any option being incorporated into the final conceptual design.

Option One. This should be the least expensive option from a design & construction perspective. Consultants should consider the entire site and produce an economical design to include some seating, planting enhancements, lighting as well as other cost-conservative features.

Option Two. This option will build upon option one and add features to make the alley more appealing with additional seating, lighting, art and wind / cold weather protection features.



D. Project Objectives

Project considerations for the Nicolet Parking Lot Alley Streetscape include, but are not limited to the following. Additional objectives may be drafted based on input received in Phase 1.

1. Design a streetscape that reflects the recommendations of the De Pere Downtown Master Plan and will enhance the idea of "De Pere as a destination" for residents and visitors, while increasing traffic to local businesses.
2. Integrate appropriate pedestrian amenities to provide a comfortable experience making guests feel welcome and comfortable. (Seating, trash receptacles, pedestrian oriented lighting, etc....)
3. Select plantings appropriate to our geography regarding survivability over winter and shaded conditions within the alley.
4. Include options for the display of public art. The displays could be rotating and would require lighting.
5. Maintain the strong pedestrian connections and walkability of the area.

E. Scope Of Services

Phase 1 – Inventory and Analysis

Task 1: Project Assessment, Area Analysis and Preliminary Design.

- Introductory Conference Call with City Staff.
- Review of project history, scope and schedule.
- Review and research of City documents, preferences and history to develop an understanding of the community and project area.

Phase 2 – Conceptual Design and Design Refinement

Task2: Conceptual Design Development

- Develop two conceptual designs based on project objectives and two options.
- Include accompanying renderings and/or comparable images to illustrate design intent.
- Submit designs to the City for review with estimated cost ranges.

Task 2 Deliverables:

- Preliminary design plans and renderings for both options.
- Preliminary construction estimates.

Task 3 (On Site meeting): Meeting with City staff to finalize design.

- Meeting with City Staff

Task 3 Deliverables:

- Presentation should include printed and visual displays and digital media (for example PowerPoint).

Task 4 – Final Conceptual Design

- Develop preferred conceptual design alternative.
- Include accompanying renderings and/or comparable images to illustrate design intent.
- City staff to provide final design to Board of Public Works and City Council for review and approval.

Task 4 Deliverables

- Color to-scale conceptual site plan with accompanying renderings and/or imagery as needed to illustrate design intent.
- Preliminary Line Item Cost Estimate.

Phase 3 – Design Development Documents**Task 5: Design Development Documents**

- The Consultant will prepare full design development drawings.

Task 5 Deliverables:

- Finished Design Development Drawing set. The Consultant is responsible for ensuring the documents are in accordance with all applicable codes and regulatory requirements, including ADA accessibility guidelines and environmental regulations.
 - Utility Plans (if applicable)
 - Final design including topographic survey, grading, contours, critical spot elevations.
 - Hardscape Plan, including materials and installation methods
 - Landscape Plan, including locations and types of landscape material.
 - Site lighting and details, identify fixtures.
 - Irrigation plans and details, if needed.
 - Details for any unique site features.
 - Details for site furnishings.
- PDF/Drawing files of all final, City approved design plans, specification documents and details.
- 2 printed to-scale drawing sets.

F. Submittal requirements

1. Statement of Qualifications- Brief introduction of the Consultant organization. Summary of your understanding of the project and why your team is best suited to complete the scope of work.
2. Team biographies for all staff proposed to be included on the project.
3. Any proposed revisions to the Scope or Task List.
4. Several design examples, with accompanying construction costs, from similar projects.
5. A minimum of 3 client references.
6. Timeline for project completion. Fee schedule for all tasks as described in section E- Scope of Services.

G. Evaluation Criteria

1. Proposals will be evaluated based on overall approach, team experience and qualifications, budget, organizational structure, methodology, schedule and fit with the City of De Pere.
2. This project requires experience in the following areas. Preference will be given to Consultant teams who demonstrate mastery and comparable experience in:

- Urban Design and Streetscape design.
- Cost estimation.
- Collaborative approach and methodology.
- Cost. The final fee should be expressed as an hourly not to exceed.

H. Budget

Total project budget including design and construction is \$35,000 - \$50,000.

I. Bid Process

The City of De Pere's Engineering Department will be responsible for requesting and managing the bid process for this project.

J. Consultant Contract

The City utilizes its own consultant contract when formalizing the consultant arrangement. A sample copy of that Consultant Agreement is attached.

K. Anticipated Project Schedule

June 15, 2018 RFP Distribution.

July 13, 2018 4:00 PM Proposals due.

July 2018 Proposal Reviews and Consultant Interviews.

August 2018 Board of Public Works Review and Common Council Approval of Consultant and Contract.

August - September 2018 or April – May 2019 Project Commencement.

L. Proposal Submission Requirements

- **Due to the City of De Pere no later than 4:00 PM on July 13, 2018.**
- 5 hard copies and a digital copy in PDF format (email file size no larger than 14 MB. USB flash drives or other file sharing hardware will only be returned upon request).
- Proposals should be sent to:
City of De Pere – City Administrator
Larry Delo
335 South Broadway Street
De Pere, WI 54115
ldelo@mail.de-pere.org
- The City of De Pere is not responsible for any costs incurred by parties responding to this RFP.

M. Additional Resources

City of De Pere: <https://www.de-pere.org/>

Comprehensive Plan, Downtown Master Plan, Historic Neighborhood Preservation Plan:

<https://www.de-pere.org/egov/apps/document/center.egov?view=item&id=730>

De Pere Chamber: <http://deperechamber.org/>

Definitely De Pere: <https://definitelydepere.org/>

Not just an Ally but an... **Immersive Art Experience**

You walk through the art...

It is around you. Above you and underneath you.

Message= The little things can become big things. With a little Innovation and Imagination we can save the world.

this project will play with imagination and the fact that we are one with the world and our community.

Fact: Save the Bee's- Save the world.

Why Bees? 1/3 of our food source comes from Bee's. If they die... they are taking us with them.

Objective: To make the space a beautiful functional environment. With whimsical elements and a strong positive message. With a focus on Fine Art and "dreaming big" for a better community.. and a better world.

How are we going to show this?

By mixing 3D and 2D art by Naomi and Shanna

3D critters. On walls, ground and above (between buildings)

6 - 8 2D Panels on buildings with conceptual art work.

the two mediums will work together bringing about a cohesive concept and experience.

Path, Lights, sitting benches. Topiary, Greenery, A place to read. Tables for community eating/gathering. Possible arch at entrance.

Critters:

Bee's

Dragon

Flying Pig

Flamingos

Pelicans

Unicorn?

Bats
mermaid
Birds
Catfish.... flying

Bee's and believing in a better world (through imagination and innovation)
we will tie this concept together.

Colors.....

Blues, greens, grays. Metallics.

This project inspiration words:

~FINE ART
~Mixed Medium through 2D and 3D works.
~Whimsical
~Dreamlike
~Bee Enchanted
~Believe in the impossible
~Community

Bee....ing mindful of our world... we can save agriculture.
If the pesticides are killing our bees...next the vegetables will follow and
then the animals, then the humans. Save the Bees Save the World.

Budget will determine Materials needed.

Introduction

Two local women artists Shanna Koltz and Naomi Moes -Jenkins are excited to present their vision for the Nicky's alleyway in DePere. Both women share a deep passion for the earth and nature which is seen in their past bodies of work. As the world ecosystems change we hope to bring an awareness to the plight of the honeybee. We know this truly has a trickle down effect to the entire bio system. Our desire is to stir the subconscious of our community and to create a visually beautiful but thought provoking oasis in the city of DePere. By combining our techniques of 2D and 3D we feel that we can compose an unusual alley scape that will be a destination for everyone.

Shanna is an award winning conceptual photographer/multi media artist and Naomi is an award winning sculptor of multiple mediums. Both artists have a whimsical style that is truly their own.

We hope you will consider our proposal as we feel it can be a beautiful /philosophical /showpiece/statement/ for the city of DePere.

Thank you,
Shanna Koltz and Naomi Moes Jenkins

Our Mission

Our mission is to bring the community together through an interactive creative open air environment that highlights conceptual fine art (with a purpose) shown in 2D and 3D mediums. We hope to inspired creativity and out of the box thinking while also providing the visitors and local community a creative welcoming space to just BEE. Enjoy a cup of coffee, eat a meal, read a book, paint a picture, play guitar or just relax.

All while calling awareness to the decline of the honeybee and its impact on our planet.

With a little innovation and imagination we can save the Bees... and save the world.

Why BEES?

These facts will be printed out onto signs and placed throughout the project.

Important to know.

The role of the bee

Bees and other pollinating insects play an essential role in ecosystems. A third of all our food depends on their pollination. A world without pollinators would be devastating for food production.

MODERN AGRICULTURE IS KNOWN TO BE KILLING THE BEES

Bee-killing pesticides

Bee-killing pesticides in particular pose the most direct risk to pollinators. The main reasons for global bee-decline are linked to industrial agriculture, parasites/pathogens and climate change. The loss of biodiversity due to monocultures and the wide-spread use of bee-killing pesticides are particular threats for honeybees and wild pollinators.

In 1947 there were 6 million honey bee hives in the US. Today there are under 3 million. (Source: USDA)

BEES ARE VITAL TO THE HUMAN FOOD SUPPLY

- 1 Bees pollinate 70 of the top 100 human food crops.
- 2 1 in 3 bites of food we eat is derived from plants pollinated by bees. (Source: USDA)

- 3 Bees pollinate about 75% of fruits, nuts, and vegetables grown in the US. (*Source: USDA*)
- 4 Almonds are totally dependent on bee pollination. No bees, no almonds. (*Source: American Beekeeping Foundation*)
- 5 Avocados, apples, and cherries are over 90% dependent on bee pollination. (*Source: National Honey Board*)
- 6 Cucumbers, kiwis, and melon are majorly dependent on bee pollination. (*Source: National Honey Board*)

About The Honey Bee

FUN Facts:

1. Honey was found in the tomb of king Tutankhamen... It was still edible (just a little dry)
2. To make honey, bees drop nectar into honeycombs and evaporate it by fanning it with their wings. Honey is the only food that includes all the substances needed to sustain life. (including water).
3. An average worker bee makes 1/2-1 teaspoon of honey in its lifetime.
4. A bee beats its wings approximately 11,400 times every minute. That's what makes the buzzing sound.
5. About 4 million flowers must be visited to make 1 kg (22 pounds) of honey.

The Art Plus....

Preliminary Cost Estimate

\$52,700

or

\$50,000 (by removing the purple items)

(20) Fine Art Aluminum Panels (made for the outdoors)

(These multiple panels will be butted up to each other to create 5 Large scale Art Pieces.)

(20) 96"x48" Full Color 1-sided print on 6mm aluminum Composite. \$6,000.

Apply Overlay \$100 each @ 20=\$2,000 Panels \$6,000

+ Overlay \$2,000=\$8,000

\$8,000

(25) 24-26" Metal and Resin Bee Sculptures (made for outdoor use) (25 @400 each)

\$10,000

Benches and Planters

(we will make these to keep costs down)

\$1,000

2 benches made of concrete&wood 200 per bench

8 concrete Planters. 100 per planter @8=800

Floor & Concrete removal work

\$3,000 (if we paint concrete instead of adding wooden overlay we could reduce cost by \$2000 but it would not be as visually entertaining)

~Removal of some of the concrete to make way for botanicals.

~Addition of wood hive overlay pieces making a natural walkway with design elements to theme (honeycomb patterned) . Bringing in the Earthy warmth of wood mixed with the concrete/ ground covering.

If the wood ends up being over budge we can have the concrete painted with Earthy and Metallic colored stains to bring the cost down.

Landscaping Botanicals.

(we will do this work ourselves to help keep cost down).

Topiary bushes, Climbing Hasta, Boxwood, Climbing Wisteria, Boston Ivy and Misc Perennials. Including Hops for local beer makers(to represent the craft beer establishments on Main Ave)...

\$1000

Lighting/Electrical Work. Includes light to highlight the wall art. Path Lighting and Ambiance add ons such as the string bulb lights.

\$3,000

(5) Bistro Tables & chairs

\$1200

Miscellaneous (including trashcans, signs about Bee Facts & The environment).

\$500

(2) Artists Time and Expertise:

(12,500) each x2= **\$25,000 total**

Total Estimated Proposal: \$52,700
(or \$50,000 by removing items in purple)

Just The Art.

Preliminary Cost Estimate

\$38,000 Budget

(20) Fine Art Aluminum Panels (made for the outdoors)
(multiple panels will be butted up to each other to create
Large scale Art Pieces.)

(20) 96"x48" Full Color 1-sided print on 6mm aluminum
Composite. \$6,000.

Apply Overlay \$100 each @ 20=\$2,000 Panels \$6,000

+ Overlay \$2,000=\$8,000

\$8,000

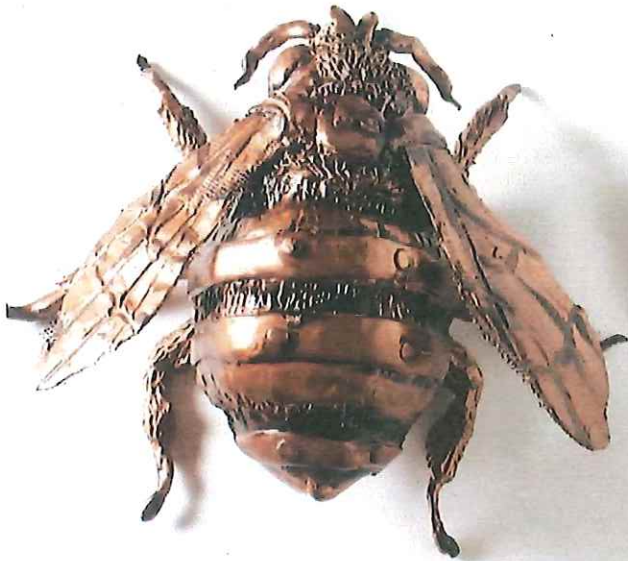
(25) 24-26" Metal and Resin Bee Sculptures (made
for outdoor use) (25 @400 each)

\$10,000

(2) Artists Time and Expertise:

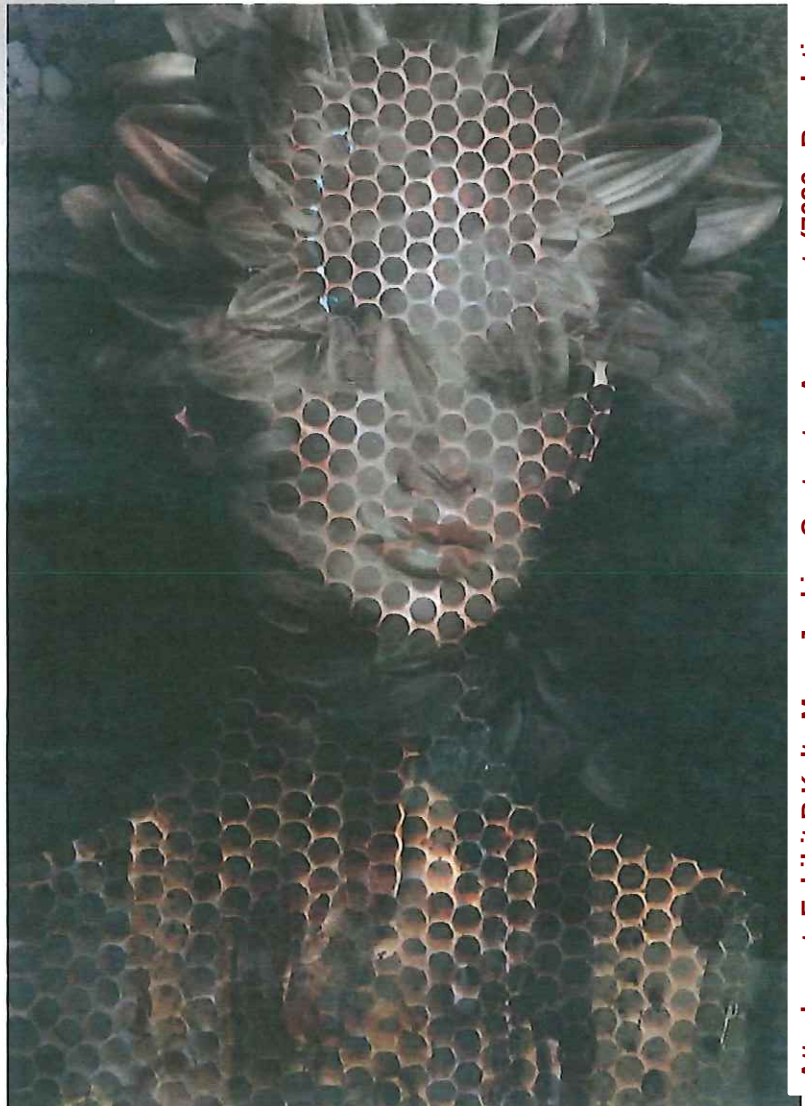
(10,000) each x2=. **\$20,000 total**

Vision Board



Naomis Bee Vision

Shanna's Art Vision



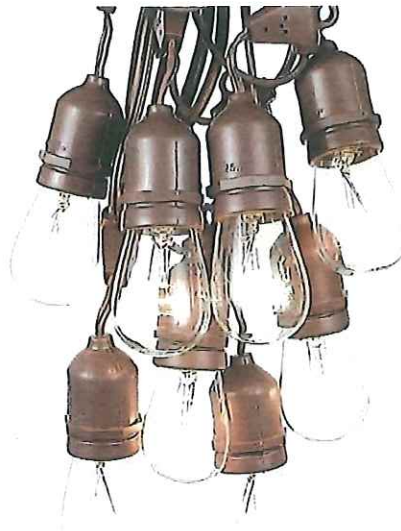
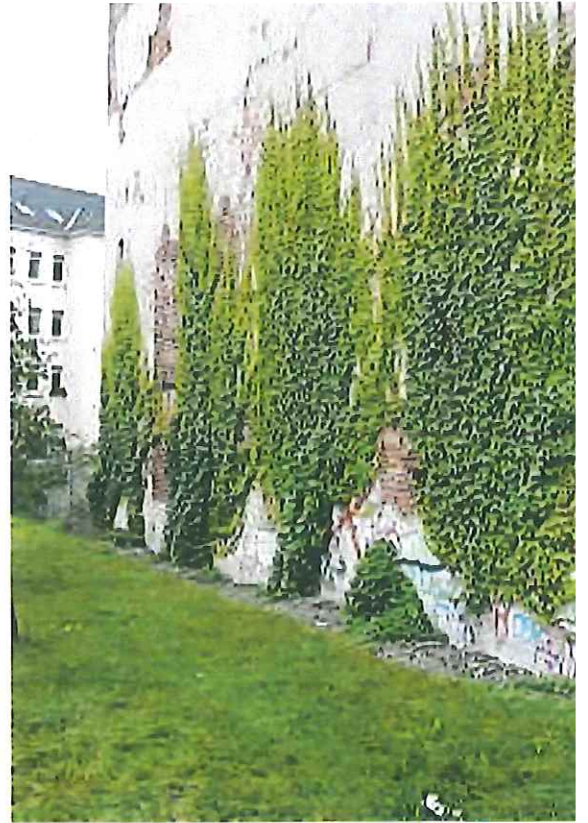
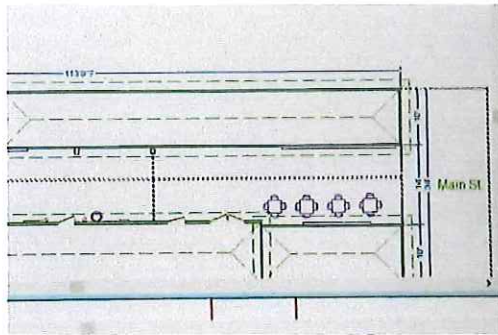
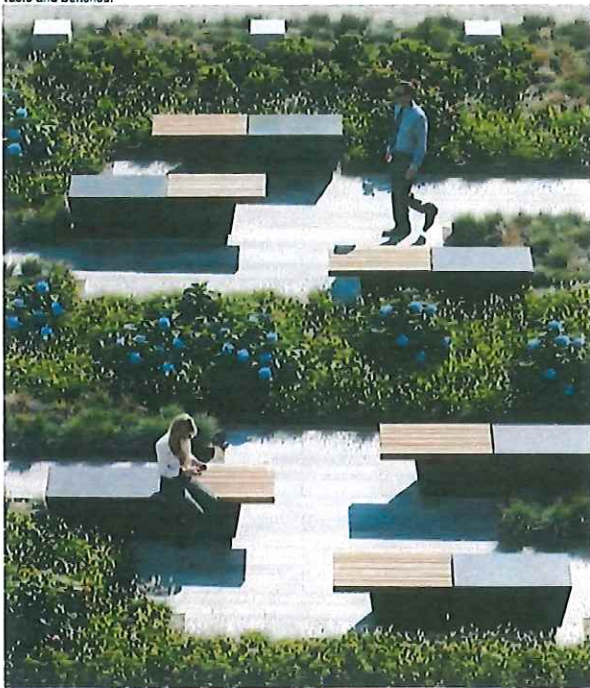
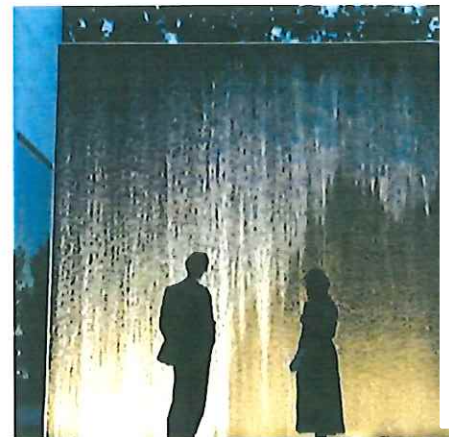


Table and Benches.



Bench and



Shanna Koltz (Bio)

I started "Studio Rouge" to manage and market my fine-art photography business. Most of my work is centered around portraiture and storytelling. Taking photos of the world around me is how I connect with my spiritual self. Even though I love nature photography, my primary interests lie in the emotional nature of human dynamics, both internal and interpersonal. I strive to find the beauty throughout the course of everyday life and interactions. I believe that imperfections are beautiful. Every wrinkle on the face and every scar on the body are earned and should be worn like a badge of honor because they are the ingredients to a deeper understanding of life. I draw concepts from my childhood, my dreams, my fears and society. I am always searching rummage sales, estate sales and thrift stores looking for pieces to pull my ideas/sets together. There is always a story waiting to be told.

- Am a multi-award winning photographer and digital artist
- My work has been featured in magazines, books, galleries, at museums and shown internationally.
- I am an ambassador and instructor for Camera Corner Connecting Point.
- I am a member of Green Bay Art Colony of Woman
- A member of North East Wisconsin Artist Association
- I was nominated as a Fox Cities Artist to watch for 2018
- I was a You Magazines Woman to know in 2015.

3 recent pieces of Art. For Art show and/or Commissioned



Currently in The Green Bay Neville
Museum (73rd Art Annual Juried Show)
Title: Bald Is Beautiful

This model is not a model... she has
never shown the world what she looks
like without her wig... until this photo. It
is part of a community project that I am
working on called "Imperfections are
beautiful"



This will be the next cover for 2019 Town Planner. I was commissioned for the photos for this upcoming calendar.

References for Shanna Koltz

1) Jean Detjen/NEWArtist
Association(president)
jeandetjen@sbcglobal.net

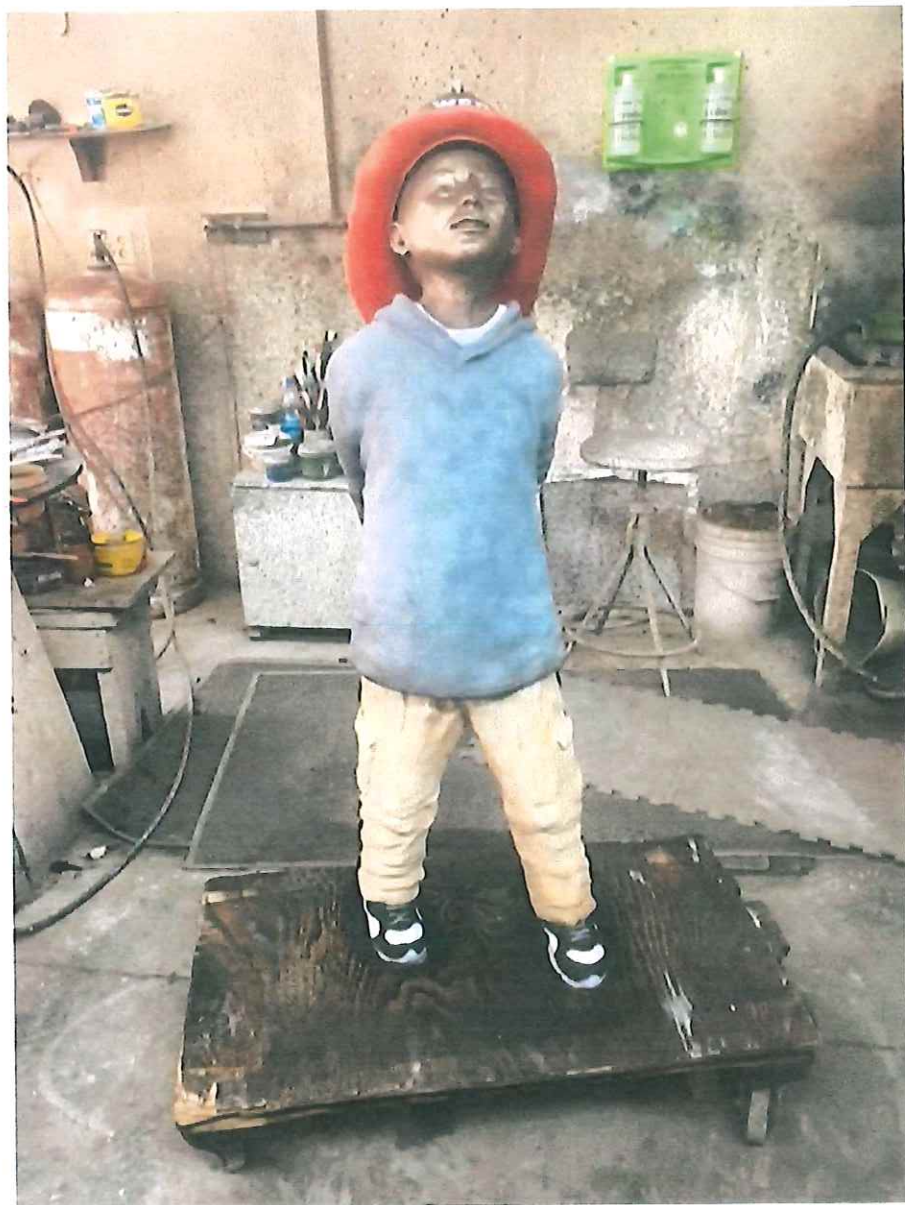
2) Kim Pigeon Metzner/
KPM Arts Consulting, LLC
kpigeon@kpmarts.com

3) Raedene Glass Champeau/
Camera Corner Connecting
Point.
Rch@cccp.com

Bio of Naomi Moes-Jenkins

Naomi Moes-Jenkins is a self taught sculpture artist who had started working in mixed media after college, developing her formulas and techniques. She has now evolved into the world of bronze casting and works between the two mediums. She has been a presence in the local arts community for over 15 years and has won numerous awards nationally. Her work is enjoyed by many clients across the country. She resides in Green Bay, Wisconsin with her husband and two children.

Bronze boy sculpture to be installed at Fire Station #1 in Waukesha Wisconsin 2018.





5'4 Resin and
concrete sculpture
for Camp
Tekawitha in
Shawano county
Installed 2017



This is a 10' bronze sculpture to be installed at WCTC in August 2018

References for Naomi Moes-Jenkins

1) Jeffrey Leverence /WCTC
Bronze owl

jleverence@wctc.edu

2) Kathy Stefan /Waukesha Fire
Dept.

Bronze boy sculpture

kstefan@waukeshawi.gov

3) Rebecca Sievers / Green Bay
Diocese, camp director for
Camp Tekawitha in Shawano.

rsievers@gbdioc.org

MEMORANDUM

TO: Board of Public Works

FROM: Larry Delo, City Administrator 

DATE: November 7, 2018

SUBJECT: Request to Approve Proposal to Improve Nicolet Alley

The City included funding in Tax Increment District (TID) #9 in the 2018 Adopted Budget to implement Nicolet Square master plan pedestrian realm improvements. As part of this project, the City sent a request for proposals (see attachment) out June 15, 2018 to several areas firms and two local artists for design services. The firms the City requested design proposals from were Landscape Artisans, Graef, SEH and Willems Landscape. The artists were Naomi Moes Jenkins and Shanna Koltz.

The City received a single proposal (attached) from Naomi Moes Jenkins and Shana Koltz to design and install artistic pieces throughout the alley per the attached proposal. City staff has reviewed the proposal and entered into discussions with Naomi Moes Jenkins and Shanna Koltz, Definitely De Pere and the owners of the buildings immediately adjacent to the alley to fully understand the proposed concept and to adjust the proposal to better meet the needs of the City and adjacent property owners. Based on these discussions, the theme of the project was altered from the original scope focusing mostly on honey bee art pieces to a broader sustainability theme that still focuses on the importance of honey bees to the ecosystem, but also includes a broader spectrum of artistic images that are relative to our area.

The proposed schedule for this project requires Board of Public Works review and approval in November, 2018 with City Council review and approval on December 4, 2018. This will allow the artists sufficient time over the winter to design and construct their artwork for a spring / early summer installation. This project will also require some concrete work in the alley itself. This work is scheduled to be completed as part of an overall project that will include reconstruction of a portion of James Street and the installation of a mid-block crossing on Main Street adjacent to the Nicolet Square alley.

The Administration is recommending the Board of Public Works approve the proposal from Naomi Moes Jenkins and Shanna Koltz for consideration by the City Council. This will provide the City and other parties involved sufficient time to complete a contractual agreement for design, development and installation of the art pieces and an easement agreement with the adjacent building owners prior to City Council consideration.

The 2018 budget for TID #9 includes \$100,000 for pedestrian realm improvements in the Nicolet Square area. The attached proposal is for \$50,000.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 4, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #18-121 Authorizing Easement Agreements With Owners of Parcels WD-912 and WD-913 For Installation of Wall Art/Wall Improvements.

The Board of Public Works unanimously recommended approval of the Contractor Agreement for the art installation in the alley. These Easement Agreements are necessary for the installation of art objects in the Main Ave. - Nicolet Sq. alley.

ATTACHMENTS:

- Reso18-121 (DOCX)
- Main-Nicolet Sq Easement with Ex WD-912 (PDF)
- Main-Nicolet Sq Easement with Ex WD-913 (PDF)

RESOLUTION #18-121

AUTHORIZING EASEMENT AGREEMENTS WITH THE OWNERS OF PARCEL WD-912
AND PARCEL WD-913 FOR WALL ART/WALL IMPROVEMENTS

WHEREAS, the City has approved a Contractor Agreement for the installation of art pieces and other improvements in the public alley between Parcels WD-912 and WD-913, which connects Main Avenue and the Nicole Square Mall; and

WHEREAS, installation of such improvements is dependent upon the owners of said parcels to grant the city permission in the form of an easement to place and maintain certain art pieces to be placed upon the building walls adjoining the alley; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the attached Easement Agreements with the owners of Parcel WD-912 and WD-913, subject to changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-121 (7669 : Reso #18-121 Authorizing Easement Agreements With Owners of Parcels WD-912 and WD-913)

DOCUMENT NO.

EASEMENT
AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises contained herein, Mirhashemi, Inc., Grantor, does convey unto the City of De Pere, Grantee, its successors and assigns, an easement, including the right, permission and authority to enter across Grantees premises to erect, construct, maintain and repair aesthetic public alley improvements (the “Wall Improvements”) and related facilities, of Grantee along, over and across Grantor’s property described as follows:

The entire easterly exterior wall of the structure on Parcel WD-913 adjacent to the public alleyway connecting Main Avenue to the North and the Nicolet Square Parking Mall to the South (“the Easement Parcel”) said Parcel WD-913 being legally described as:

Plat of West De Pere, the westerly 26 ft., of Lot 10 and the easterly 28 ft. of Lot 11, excepting the southerly 25 ft. thereof.

Return to:
City of De Pere
Judith Schmidt-Lehman
335 S. Broadway
De Pere, WI 54115

Part of WD-912
Parcel Identification Number

Said easement includes the right to enter upon the Easement Parcel and such lands of Grantor contiguous to the Easement Parcel as may be necessary to install, inspect, maintain and make repairs, replace or remove such Wall Improvements, which shall include such materials and objects as identified in Exhibit 1, together with fasteners, clips or other materials required to adhere the objects to the Easement Parcel. The Grantor, its successors and assigns covenant and agree that no building or structure will be erected over and/or under the Easement Parcel and that the Grantor shall not use the Easement Parcel in a manner which will impair the right of the Grantee. Grantor hereby represents and warrants that they own the Easement Parcel in fee, free and clear of all encumbrances, and has good, right and lawful authority to give and convey this Easement. This grant of easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

Grantee agrees that prior to installation of the Wall Improvements, it shall cause to be inspected the Easement Premises to determine whether the Easement Parcel is structurally capable of maintaining said Wall Improvements. Further, Grantee shall cause such Easement Parcel to be inspected for such purposes throughout the duration of use of the Wall Improvements.

Grantee, as owner of the Wall Improvements, shall indemnify, defend and save harmless Grantor, and their successors and assigns, from from any and all claims, demands, suits, causes of actions, alleging damage or injury to property or persons to the extent caused by the Wall Improvements, including damage to the Easement Parcel Wall Improvements.

MIRHASHEMI, INC.
By:

Name:
Title:

Name:
Title:

STATE OF WISCONSIN)
BROWN COUNTY)SS.
)

Personally came before me this ____ day of _____, 2018, the above named _____, known as the person(s) who executed the foregoing instrument and acknowledge the same.

Notary Public:
My Commission Expires:

Drafted by:
Judith Schmidt-Lehman
State Bar No. 1011707

CITY OF DE PERE
By:

Name: Michael J. Walsh
Title: Mayor

Name: Shana D. Ledvina
Title: Clerk-Treasurer

STATE OF WISCONSIN)
BROWN COUNTY)SS.
)

Personally came before me this ____ day of _____, 2018, the above named Michael Walsh and Shana D. Ledvina, known as the persons who executed the foregoing instrument and acknowledge the same.

Notary Public:
My Commission Expires:

Attachment: Main-Nicolet Sq Easement with Ex WD-912 (7669 : Reso #18-121 Authorizing Easement Agreements With Owners of Parcels WD-912 and WD-913)

Not just an Ally but an... **Immersive Art Experience**

You walk through the art...

It is around you. Above you and underneath you.

Message= The little things can become big things. With a little Innovation and Imagination we can save the world.

this project will play with imagination and the fact that we are one with the world and our community.

Fact: Save the Bee's- Save the world.

Why Bees? 1/3 of our food source comes from Bee's. If they die... they are taking us with them.

Objective: To make the space a beautiful functional environment. With whimsical elements and a strong positive message. With a focus on Fine Art and "dreaming big" for a better community.. and a better world.

How are we going to show this?

By mixing 3D and 2D art by Naomi and Shanna

3D critters. On walls, ground and above (between buildings)

6 - 8 2D Panels on buildings with conceptual art work.

the two mediums will work together bringing about a cohesive concept and experience.

Path, Lights, sitting benches. Topiary, Greenery, A place to read. Tables for community eating/gathering. Possible arch at entrance.

Critters:

Bee's

Dragon

Flying Pig

Flamingos

Pelicans

Unicorn?

Exhibit 1
Page 1 of 2

Bats
 mermaid
 Birds
 Catfish.... flying

Bee's and believing in a better world (through imagination and innovation)
 we will tie this concept together.

Colors.....

Blues, greens, grays. Metallics.

This project inspiration words:

- ~FINE ART
- ~Mixed Medium through 2D and 3D works.
- ~Whimsical
- ~Dreamlike
- ~Bee Enchanted
- ~Believe in the impossible
- ~Community

Bee....ing mindful of our world... we can save agriculture.
 If the pesticides are killing our bees...next the vegetables will follow and
 then the animals, then the humans. Save the Bees Save the World.

Budget will determine Materials needed.

Exhibit 1
 Page 2 of 2

DOCUMENT NO.	EASEMENT AGREEMENT
FOR AND IN CONSIDERATION of the mutual promises contained herein, Nick Brothers Partnership, Grantor, does convey unto the City of De Pere, Grantee, its successors and assigns, an easement, including the right, permission and authority to enter across Grantees premises to erect, construct, maintain and repair aesthetic public alley improvements (the "Wall Improvements") and related facilities, of Grantee along, over and across Grantor's property described as follows: The entire westerly exterior wall of the structure on Parcel WD-912 adjacent to the public alleyway connecting Main Avenue to the North and the Nicolet Square Parking Mall to the South ("the Easement Parcel") said Parcel WD-912 being legally described as: Plat of West De Pere, the Easterly 40 ft., of Lot 10, except 781 Records 173.	
Return to: City of De Pere Judith Schmidt-Lehman 335 S. Broadway De Pere, WI 54115	
Part of WD-912 Parcel Identification Number	
Said easement includes the right to enter upon the Easement Parcel and such lands of Grantor contiguous to the Easement Parcel as may be necessary to install, inspect, maintain and make repairs, replace or remove such Wall Improvements, which shall include such materials and objects as identified in Exhibit 1, together with fasteners, clips or other materials required to adhere the objects to the Easement Parcel. The Grantor, its successors and assigns covenant and agree that no building or structure will be erected over and/or under the Easement Parcel and that the Grantor shall not use the Easement Parcel in a manner which will impair the right of the Grantee. Grantor hereby represents and warrants that they own the Easement Parcel in fee, free and clear of all encumbrances, and has good, right and lawful authority to give and convey this Easement. This grant of easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. Grantee agrees that prior to installation of the Wall Improvements, it shall cause to be inspected the Easement Premises to determine whether the Easement Parcel is structurally capable of maintaining said Wall Improvements. Further, Grantee shall cause such Easement Parcel to be inspected for such purposes throughout the duration of use of the Wall Improvements. Grantee, as owner of the Wall Improvements, shall indemnify, defend and save harmless Grantor, and their successors and assigns, from from any and all claims, demands, suits, causes of actions, alleging damage or injury to property or persons to the extent caused by the Wall Improvements, including damage to the Easement Parcel Wall Improvements.	
NICK BROTHERS PARTNERSHIP By: Name: John Nick Title: Name: Tom Nick Title: STATE OF WISCONSIN) BROWN COUNTY)SS.) Personally came before me this ____ day of _____, 2018, the above named _____, known as the person(s) who executed the foregoing instrument and acknowledge the same. Notary Public: My Commission Expires: Drafted by: Judith Schmidt-Lehman State Bar No. 1011707	CITY OF DE PERE By: Name: Michael J. Walsh Title: Mayor Name: Shana D. Ledvina Title: Clerk-Treasurer STATE OF WISCONSIN) BROWN COUNTY)SS.) Personally came before me this ____ day of _____, 2018, the above named Michael Walsh and Shana D. Ledvina, known as the persons who executed the foregoing instrument and acknowledge the same. Notary Public: My Commission Expires:

Attachment: Main-Nicolet Sq Easement with Ex WD-913 (7669 : Reso #18-121 Authorizing Easement Agreements With Owners of Parcels WD-912 and WD-913)

Not just an Ally but an... **Immersive Art Experience**

You walk through the art...

It is around you. Above you and underneath you.

Message= The little things can become big things. With a little Innovation and Imagination we can save the world.

this project will play with imagination and the fact that we are one with the world and our community.

Fact: Save the Bee's- Save the world.

Why Bees? 1/3 of our food source comes from Bee's. If they die... they are taking us with them.

Objective: To make the space a beautiful functional environment. With whimsical elements and a strong positive message. With a focus on Fine Art and "dreaming big" for a better community.. and a better world.

How are we going to show this?

By mixing 3D and 2D art by Naomi and Shanna

3D critters. On walls, ground and above (between buildings)

6 -8 2D Panels on buildings with conceptual art work.

the two mediums will work together bringing about a cohesive concept and experience.

Path, Lights, sitting benches, Topiary, Greenery, A place to read. Tables for community eating/gathering. Possible arch at entrance.

Critters:

Bee's

Dragon

Flying Pig

Flamingos

Pelicans

Unicorn?

Exhibit 1
Page 1 of 2

Bats
mermaid
Birds
Catfish.... flying

Bee's and believing in a better world (through imagination and innovation)
we will tie this concept together.

Colors.....

Blues, greens, grays. Metallics.

This project inspiration words:

~FINE ART
~Mixed Medium through 2D and 3D works.
~Whimsical
~Dreamlike
~Bee Enchanted
~Believe in the impossible
~Community

Bee....ing mindful of our world... we can save agriculture.
If the pesticides are killing our bees...next the vegetables will follow and
then the animals, then the humans. Save the Bees Save the World.

Budget will determine Materials needed.

Exhibit 1
Page 2 of 2

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 4, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-122 Approving Updated Facade Improvement Project and Authorizing Grant Disbursement Therefor (365 Main Avenue - Parcel WD-920).

At their meeting on November 27, the Redevelopment Authority (RDA) voted 6-0 to approve an amended facade grant award for 363 Main Avenue (now addressed as 365 Main Avenue).

ATTACHMENTS:

- Reso18-122 (DOCX)
- Exhibit A-365 Main Updated Facade Grant (PDF)
- 363 Facade Grant RDA Memo 11-2018 (PDF)
- 363 Main Ave 11-2018 Submittal (PDF)

RESOLUTION #18-122

APPROVING UPDATED FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING GRANT DISBURSEMENT THEREFOR
(365 Main Avenue - Parcel WD-920)

WHEREAS, in the fall of 2017, Saks Holdings, LLC submitted an initial application for a façade improvement grant for improvements made to Parcel WD-919, said parcel having since combined with Parcel WD-920 and now addressed as 365 Main Avenue; and

WHEREAS, the Common Council has approved a total grant amount of \$8,919.31 for the above property, pursuant to Resolutions #17-92, #18-36, which includes the revised amount awarded by Resolution #18-89 as a result of the Council's approval of the 2018 Updated Façade Improvement Grant Eligibility Requirements and Guidelines; and

WHEREAS, Saks Holdings, LLC submitted follow-up application materials, attached and incorporated as Exhibit A, seeking an increase in grant funding for additional qualifying façade improvement expenditures; and

WHEREAS, this project has been reviewed by the Redevelopment Authority which recommends approval of a façade improvement grant in the total maximum amount of \$20,000.00 (an additional \$11,080.70 over the previously authorized \$8,919.31 grant); and

WHEREAS, sufficient funds remain available in TID #9 for this additional expenditure.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves of the façade improvement reviewed and approved by the Redevelopment Authority as qualifying improvements under the façade improvement grant program, and thanks Saks Holdings, LLC for its investment in the De Pere downtown.

BE IT FURTHER RESOLVED THAT:

The Development Services Director (Director) is authorized to approve disbursement of the façade grant up to the total maximum amount of \$20,000.00 to Saks Holdings, LLC for said improvements, provided the following are met:

1. The property owner obtains all necessary permits;
2. After completion of the improvements, the Director receives from 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 4th day of December, 2018.

APPROVED

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Sheet 1

Saks Holdings, LLC Facade Expenses Receipts: 363 Main Ave (Now addressed as 365 Main Ave)

NAME	Amount	Paid	Job	
C. Reiner Architects, Inc.	\$1,500.00	YES	Drawings for windows, beam load	
Green Bay Glass, Inc	\$18,613.00	YES	West windows & South Door systems	
Blindauer Sheet Metal	\$830.64	YES	Facade exposed fascia for both sides	Was \$1200?
Schuh Construction	\$2,170.00	YES	Beam for New Windows	
Van Lanen MFG	\$1,930.00	YES	NEW Fence to be installed once garden is done	
Home Depot	\$126.98	YES	Both parking lot and main st. Side 3 gallons Behr	Lost originals?
Engleberts Masonry	\$1,800.00	YES	Cut out and brick work door and window West Side	Call Gina for copy
Willems Awning	\$759.60	YES	Awning on Nicolet Square side	
Engleberts Masonry	\$2,000.00	YES	Brick infill of stairwell for outdoor garden	
Schuh Construction	\$2,500.00	EST	Exterior Demo of flat work and fill	2019
Landscape Artisans	\$2,500.00	EST	Paver work and material for outdoor garden	2019
Richards	\$1,000.00	EST	Move AC Unit, will mount in 2019	2019
C&C Electric	\$1,979.27	YES	Main St. and Parking lot electrical work	
			\$37,709.49	
	2018		\$31,709.49	(Removed Schuh, Landscape & HVAC est from 2018 total, will do work in 2019)
Approved Funds	2018		\$8,919.31	
Additional Request			\$22,790.18	

C. RENIER ARCHITECTS, INC.

348 MAIN AVENUE
DE PERE, WI 54115
PHONE: (920) 330-0500
FAX: (920) 330-0504

*Done
3/15/2018
Submitted
via
Chris
TME
SMB*

March 15, 2018

Saks Holdings, LLC
Attn: Andrew Krans
942 Lawton Place
De Pere, WI 54115

BILL FOR ARCHITECTURAL DESIGN SERVICES

Previous Billings = \$0.00

Previous Reimbursables = \$0.00

Billing for architectural design work (363 Main façade work
including new window/ door openings & steel beam support)

15 hours x \$100.00 = \$ 1,500.00

Total Payment due = \$ 1,500.00

Thank you for using our services.

Chris C. Renier
C. Renier Architects, Inc.

GREEN BAY GLASS, INC.

(920)465-9626 fax
2001 Commercial Way
Green Bay, WI 54311

Date	Invoice #
12/22/2017	20651

Bill To
SAKS Holdings Andy Krans 941 Lawton Place De Pere, WI 54115

Ship To
363 Main Street Project 363 Main Street De Pere, WI 54115 Andy

S.O. No.		P.O. Number	Terms	Rep	Ship	Via
21039			Net 30	PP		
Quantity	Item Code	Description	U/M	Price Each	Amount	
1	CSOP500+	Tubeltie Frame Package for West Exterior Entrance - Installed		1,520.00	1,520.00	
1	CSOP150-5...	Tuebltie Metal Package and Glass For West Window - Installed		1,020.00	1,020.00	
1	CSOP150-5...	Tuebltie Metal Package and Glass for South Windows - Installed		2,907.00	2,907.00	
1	CSOP500+	Tueblite Frame Package and Glass for South Exterior Entrance- Installed		2,111.00	2,111.00	
1	CSOP500+	Tubleite Frame Package and Glass for South Interior Entrance - Installed		1,524.00	1,524.00	
1	CSOP500+	Tubelite Glass and Frame Package for North Entrance - Installed		2,466.00	2,466.00	
1	CSOP500+	Tubelite Glass and Frame Package for North Exterior Windows - Installed		2,065.00	2,065.00	
				<i>Total \$13,613.00</i>		
				<i>Paid in full</i>		
Celebrating our 32nd year because of great customers like you!				Total \$13,613.00		
ALL PHONE CREDIT CARD CHARGES OVER \$500.00 WILL BE ASSESSED A 5% SERVICE FEE				Payments/Credits -\$13,613.00		
FED. ID. 20-4175334				Balance Due \$0.00		

GREEN BAY GLASS, INC.

(920)465-9626 fax
 2001 Commercial Way
 Green Bay, WI 54311

Date	Invoice #
10/25/2017	20363

Bill To
SAKS Holdings Andy Krans 941 Lawton Place De Pere, WI 54115

Ship To
363 Main Street Project 363 Main Street De Pere, WI 54115 Andy 371-5032

S.O. No.	P.O. Number	Terms	Rep	Ship	Via
20752		Net 30		10/25/2017	
Quantity	Item Code	Description	U/M	Price Each	Amount
1	CSOP500+	Furnish and install new glass and storefronts per proposal dated 10/18 and approved 10/24/2017. Order out Tubelite dark bronze framing. Order out glass when ready. Will call when openings are ready to measure. Downpayment as per Check 5701 Wi/Brown		5,000.00	5,000.00 0.00
Celebrating our 32nd year because of great customers like you!			Total \$5,000.00		
ALL PHONE CREDIT CARD CHARGES OVER \$500.00 WILL BE ASSESSED A 5% SERVICE FEE			Payments/Credits -\$5,000.00		
FED. I.D. 20-4175334			Balance Due \$0.00		

Blindauer Sheet Metal & Roofing Inc

1227 S Broadway
Green Bay, WI 54304

Phone # 920-437-1332

mblindauer@msn.com

Fax # 920-437-0071

Invoice

Date	Invoice #
9/21/2018	5476

Bill To
ANDY KRANS 941 LAWTON PLACE DE PERE, WI 54115

Project Location
363 MAIN DE PERE, WI

P.O. No.	Terms	Phone #
	Due on receipt	371-5032

Quantity	Description	Rate	Amount
	GUTTER WORK ON BACK OF BUILDING		
80	SQ FT PAINTED IRON	1.32	105.60
2	M-1 SEALANT	7.32	14.64
20	FT 2X4" BOARDS	0.52	10.40
5	HOURS LABOR - Commercial - 2 men: Foreman and helper	140.00	700.00
Thank you for your business. 1.5% finance charge for balances over 30 days		Total	\$830.64

Attachment: Exhibit A-365 Main Updated Facade Grant (7666 : Resolution #18-122 Approving Updated Facade Improvement Project and

Schuh

CONSTRUCTION, INC.
Established 1976
www.schuhconstruction.com
PHONE 920.833.6445
FAX 920.833.2156
18351 Bear Road Seymour, WI 54155
DESIGN / BUILD GENERAL CONTRACTING STEEL FABRICATION


Invoice No.

998

12-17-17
162170.00
40K26-ZYRAZ

B I L L T O	ANDY & SOPHIA KRANS
	941 LAWTON PLACE
	DEPERE, WI 54115

J O B N O	17-275
	CONCRETE WORK

Invoice Date	Invoice No.	Customer No.	Payment Terms	Contract No.
12/14/2017	998	KRANS	Net 15	

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	1	FOR SUPPLING & INSTALLING SUPPORT BEAM @ DEPERE BUILDING	2,170.00	2,170.00 *

* means item is non-taxable

TOTAL AMOUNT \$2,170.00

From: Henry Watzka hank@vanlanenmfg.net
 Subject: Fwd: fence
 Date: Dec 19, 2017 at 7:29:49 AM
 To: Andrew Krans atkrans@gmail.com

264
 457
 (J)
 Dec 20 2017
 H 2267
 1930

----- Forwarded Message -----

Subject: fence
 Date: Tue, 19 Dec 2017 07:14:29 -0600
 From: Henry Watzka <hank@vanlanenmfg.net>
 To: atkrans@gmail.com

Here it is Andy . thank you.

Van Lanen Mfg.

5335 State Hwy 29 Denmark, WI 54208

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

December 19, 2017

Attn: Andy

Re: fence

Labor and materials to furnish :

A total of 21 lineal feet of decorative custom ornamental fence for Andy Kranz. The style is to match existing at the neighboring sites. The railing is to be made of steel. Includes finish painting. Does not included installation in this price. Price includes one gate with hardware.

Total cost: \$1930.00

Attachment: Exhibit A-365 Main Updated Facade Grant (7666 : Resolution #18-122 Approving Updated Facade Improvement Project and

From: <EENGLEBERT69@YAHOO.COM> EENGLEBERT69@YAHOO.COM
Subject: Invoice 1271 from ENGLEBERT'S MASONRY INC.
Date: Oct 11, 2018 at 7:09:58 AM
To: <Atkrans@gmail.com> Atkrans@gmail.com

ENGLEBERT'S MASONRY INC.**Invoice** Due 10/11/2018

1271

Amount Due: **\$2,000.00**

Dear KRANS :

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,

ENGLEBERT'S MASONRY INC.

C & C Electric Services Inc

3765 Creamery Rd Suite 1

De Pere, WI 54115

cceelectricservice@sbcglobal.net

Invoice

Phone # 920-338-8123

Fax # 920-336-6327

Bill To
Andy Krans S.A.K.S Holdings, LLC 941 Lawton Place De Pere, WI 54115

Date	Invoice #
4/11/2018	5986

P.O. No.	Terms	Project
Outside Lighting	Net 30	363/365 Main

Quantity	Description	Rate	Amount
13.5	LABOR	65.00	877.50T
13	APPRENTICE LABOR	40.00	520.00T
143	EMT 1/2IN CONDUIT EMT 1/2	0.33	47.19T
15	1/2 EMT COMP DC CN REG 601	0.66	9.90T
12	1/2 EMT COMP DC CP REG 611	1.05	12.60T
29	1/2 EMT JIFFY CLIP MIN MED30	0.51	14.79T
845	12THHN STR CU WIRE WIR 12THHN STR	0.21	177.45T
2	LEV 6124H-W 24 HR TIMER SWITCH	56.10	112.20T
11	WP ROUND OUTLET BOX 1/2 HUB P-S WPRB25	7.32	80.52T
4	CB 1P PLUG IN SQD	4.73	18.92T
1	DUCT SEAL, RAM GUN LOADS, CAULK, ETC.	5.02	5.02T
	SALES TAX	5.50%	103.18
		Payments/Credits	\$0.00
		Balance Due	\$1,979.27

Attachment: Exhibit A-365 Main Updated Facade Grant (7666 : Resolution #18-122 Approving Updated Facade Improvement Project and

City of De Pere

MEMORANDUM



To: Redevelopment Authority
 From: Kimberly Flom, Development Services Director
 Date: November 26, 2018

RE: **Façade Grant Application – 363 Main Avenue (Parcel WD-919 – also known as 365 Main Avenue)**

Background

The RDA and Common Council approved a Façade Grant application and subsequent updates for renovation work proposed for 363 (365) Main Avenue (Parcel WD-919). The property is now addressed 365 Main Avenue due to a parcel combination.

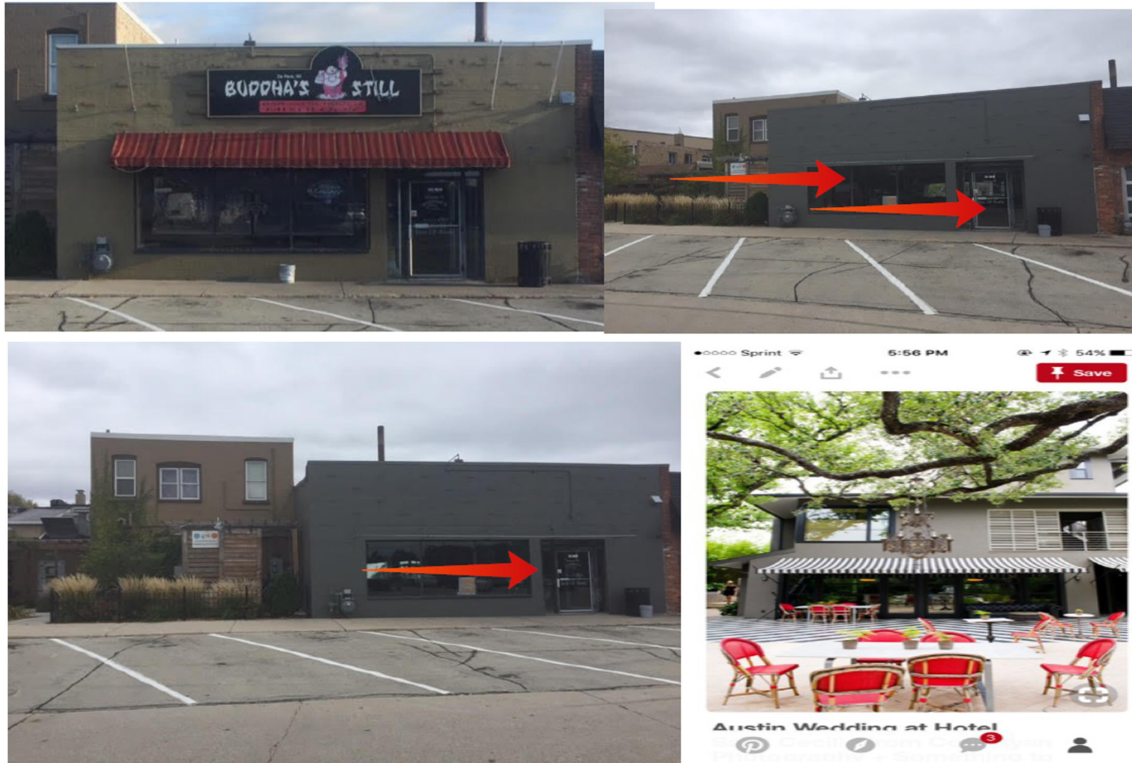


Figure 1: Project location

Additional Improvements

The applicant has submitted follow up application materials, attached for review, in order to request additional funding for this project. Renovation work began in 2017 and is expected to continue through the first half of 2019.

Other than gutter repair/replacement, the additional work seems to be focused in the outdoor courtyard area. Outdoor areas are not specifically called out as an eligible expense and are reviewed by the RDA on a case-by-case basis. The RDA did previously approve fencing material to be used in the outdoor courtyard.



The applicant has not submitted any additional drawings illustrating the proposed work (the above images were provided as part of the 2017 application). Staff requests that the applicant share more detail regarding the plans for the additional funds.

Review

The applicant requests \$11,080.70 in additional façade grant funds, which would hit the maximum grant amount for the property (\$20,000). The RDA and Council previously approved up to \$8,919.31 in façade grant funding for this property.

The spreadsheet on page 3 of this memo includes project details, costs and documentation information. The TID #9 Façade Grant budget has \$11,728.70 remaining for 2018. An approval of this project would essentially utilize all of the 2018 allocated funds, leaving \$648.

Project Funding

Because the amended application was received in 2018, any additional approved funds would be applicable to the 2018 budget. \$11,728.70 remain in the 2018 Façade Grant Budget for TID #9.

Review Process

If the RDA recommends approval, this request will be forwarded to the Common Council for a resolution review. Payment will be approved administratively upon review of paid receipts and work completion.

November 2018 Submittal

363 (365) Main Façade Grant (+/- 64' of qualifying building frontage)		Max Grant	\$20,000	
Vendor	Detail	Amount	Date	Documentation Notes
2017 Work				
Green Bay Glass Center	Glass storefront	\$5,000.00	10/25/2017	Invoice confirmed
Green Bay Glass Center	Windows and door systems	\$13,613.00	12/22/2017	Invoice confirmed
Williams Custom Canvas	Awning	\$759.60	11/29/2017	Invoice with check number
Englebert's Masonry	Door and window opening	\$1,800.00	11/07/2017	Invoice - need payment confirmation
Blindauer Sheet Metal and Roofing	Fascia and labor	\$1,200.00	12/08/2017	Invoice - paid 12/18/17
Schuh Construction	Structural supporting beam	\$2,170.00	12/14/2017	Invoice with confirmation number
Van Lanen Mfg.	Decorative fencing for outdoor seating area	\$1,930.00	12/19/2017	Quote (need Check or receipt)
Home Depot	Paint	\$44.98	10/26/2017	Receipt
Home Depot	Paint	\$37.98	11/12/2017	Receipt
2018 Work				
C&C Electric	Exterior lighting work	\$1,979.27	03/13/2018	Invoice with check number
Green Bay Glass Center	New windows and door system - Main St. Facing	\$4,531.00	12/04/2017	Quote (need Check or receipt)
C. Renier Architects	Architectural and structural design	\$1,500.00	03/15/2018	Quote (need Check or receipt)
Saks Holdings, LLC	Paint	\$85.02		estimate - no documentation
Saks Holdings, LLC	Paint and labor	\$602.96		estimate - no documentation
C&C Electric	Electric	\$1,979.27	04/11/2018	Invoice - need payment confirmation
Englebert Masonry	Backfill infill of stairwell for outdoor garden	\$2,000.00	10/27/2018	Invoice - more detail needed to confirm scope/payment
Blindauer Sheet Metal & Roofing	Gutter work on back of building	\$830.64	09/21/2018	Invoice - need payment confirmation
2019 Work				
Schuh Construction	Exterior Demo of flat work and fill	\$2,500.00		Estimate - no documentation
Landscape Artisans	Paver work and outdoor garden material	\$2,500.00		Estimate - no documentation
Richards	Move AC unit and mount	\$1,000.00		Estimate - no documentation
Total		\$46,063.72		
\$1 Investment		\$23,031.86		Grant Maximum = \$20,000
\$1 Grant Match		\$20,000.00	Maximum	

Reviewed as part of 3/2018 application

Submitted for 11/2018 consideration

Reviewed as part of 3/2018 - updated with new information submitted 11/2018

\$3,441.40 2017 Funds Approved

\$5,477.90 2018 Funds Approved

\$11,080.70 Additional 2018 Funding Requested**\$20,000.00 Total Proposed Façade Grant Award**

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



December 13, 2017

Mr. Andy Krans
Saks Holdings LLC
941 Lawton Pl
De Pere, WI 54115

RE: Façade Grant Request for 363 Main Ave

Dear Mr. Krans:

The City of De Pere Redevelopment Authority reviewed your façade grant request on 11/27/17. The Redevelopment Authority approved the grant and it was forwarded to the Common Council for final approval. The Common Council approved the façade grant request on 12/05/17.

Receipts for all expenses related to the project must be submitted to the Economic Development & Planning Director upon completion in order to be reimbursed. Should you have any questions regarding the Redevelopment Authority's or Common Council's actions or require further information, please feel free to contact me at kflom@mail.de-pere.org or 920-339-4043.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Flom'.

Kimberly Flom, RLA/AICP
Economic Development & Planning Director

City of De Pere MEMORANDUM



To: Redevelopment Authority
 From: Kimberly Flom, Economic Development & Planning Director
 Date: November 21, 2017
 RE: Façade Grant Application – 363 Main Avenue (WD-919)

Background

Saks Holdings submitted the attached façade grant application for the front and rear façades of 363 Main Avenue.

The building is not a contributing structure to the Main Street Historic District. Built in 1960, it was originally constructed for use as a retail building and most recently operated as Buddha's Still.



Figure 1: Project location

Proposed Improvements

Please see the attached application for detail on the proposed façade improvements. The applicant proposes work on both the front and rear façade to include exterior painting, new lighting fixtures, masonry repair and new windows/doors.



CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>

March 9, 2018

Mr. Andy Krans
Saks Holdings LLC
941 Lawton Pl
De Pere, WI 54115

RE: Façade Grant Request for 363 Main Ave

Dear Mr. Krans:

The City of De Pere Redevelopment Authority reviewed your façade grant request on 11/27/17. The Redevelopment Authority approved the grant and it was forwarded to the Common Council for final approval. The Common Council approved the façade grant request on 12/05/17.

Receipts for all expenses related to the project must be submitted to the Economic Development & Planning Director upon completion in order to be reimbursed. Should you have any questions regarding the Redevelopment Authority's or Common Council's actions or require further information, please feel free to contact me at kflom@mail.de-pere.org or 920-339-4043.

Sincerely,



Kimberly Flom, RLA/AICP
Economic Development & Planning Director

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



September 19, 2018

Mr. Andy Krans
Saks Holdings LLC
941 Lawton Pl
De Pere, WI 54115

RE: Façade Grant Recalculation Request for 363 Main Ave (Parcel WD-919)

Dear Mr. Krans:

The De Pere Common Council approved the façade grant recalculation request on 9/18/18 for 363 Main Avenue. The Common Council, by applying the 2018 Façade Grant Guidelines, approved a revised total grant amount for up to **\$8919.31** for the façade improvements authorized in Resolution #18-36 for the property located at 363 Main Avenue.

Receipts for all expenses related to the project must be submitted to the Development Services Director upon completion in order to be reimbursed. Should you have any questions regarding the Common Council's actions or require further information, please feel free to contact me at kflom@mail.de-pere.org or 920-339-4043.

Sincerely,

A handwritten signature in black ink, appearing to read 'K Flom', is written over a faint, larger version of the same signature.

Kimberly Flom, RLA/AICP
Development Services Director

Sheet1

Saks Holdings, LLC Facade Expenses Receipts: 363 Main Ave (Now addressed as 365 Main Ave)

NAME	Amount	Paid	Job	
C. Reiner Architects, Inc.	\$1,500.00	YES	Drawings for windows, beam load	
Green Bay Glass, Inc	\$18,613.00	YES	West windows & South Door systems	
Blindauer Sheet Metal	\$830.64	YES	Facade exposed fascia for both sides	Was \$1200?
Schuh Construction	\$2,170.00	YES	Beam for New Windows	
Van Lanen MFG.	\$1,930.00	YES	NEW Fence to be installed once garden is done	
Home Depot	\$126.98	YES	Both parking lot and main st. Side 3 gallons Behr	Lost originals?
Engleberts Masonry	\$1,800.00	YES	Cut out and brick work door and window West Side	
Willems Awning	\$759.60	YES	Awning on Nicolet Square side	Call Gina for copy
Engleberts Masonry	\$2,000.00	YES	Brick infill of stairwell for outdoor garden	
Schuh Construction	\$2,500.00	EST	Exterior Demo of flat work and fill	2019
Landscape Artisans	\$2,500.00	EST	Paver work and material for outdoor garden	2019
Richards	\$1,000.00	EST	Move AC Unit, will mount in 2019	2019
C&C Electric	\$1,979.27	YES	Main St. and Parking lot electrical work	
	\$37,709.49			
	2018 \$31,709.49		(Removed Schuh, Landscape & HVAC est from 2018 total, will do work in 2019)	
Approved Funds	2018	\$8,919.31		
Additional Request		\$22,790.18		



Established 1976
www.schuhconstruction.com
OFFICE: 920.833.6465 FAX: 920.833.2158
N9351 Bear Road Seymour, WI 54155

DESIGN / BUILD GENERAL CONTRACTING STEEL FABRICATION



Invoice No. 998

Handwritten:
I
Paid 12-17-17
\$2170.00
MAK26-ZKRAZ

B
I
L
L
T
O

ANDY & SOPHIA KRANS
941 LAWTON PLACE
DEPERE, WI 54115

J
O
B
N
O

17-275
CONCRETE WORK

Invoice Date	Invoice No.	Customer No.	Payment Terms	Contract No.
12/14/2017	998	KRANS	Net 15	

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	1	FOR SUPPLYING & INSTALLING SUPPORT BEAM @ DEPERE BUILDING	2,170.00	2,170.00

* means item is non-taxable

TOTAL AMOUNT \$2,170.00

C. RENIER ARCHITECTS, INC.

348 MAIN AVENUE
DE PERE, WI 54115
PHONE: (920) 330-0500
FAX: (920) 330-0504

*Done
STP/CA/ML
Approved
L/A
CHAS
TIME
SHEP*

March 15, 2018

Saks Holdings, LLC
Attn: Andrew Krans
942 Lawton Place
De Pere, WI 54115

BILL FOR ARCHITECTURAL DESIGN SERVICES

Previous Billings = \$0.00

Previous Reimbursables = \$0.00

Billing for architectural design work (363 Main façade work including new window/ door openings & steel beam support)

15 hours x \$100.00 = \$ 1,500.00

Total Payment due = \$ 1,500.00

Thank you for using our services.

Chris C. Renier
C. Renier Architects, Inc.

From: Henry Watzka hank@vanlanenmfg.net
 Subject: Fwd: fence
 Date: Dec 19, 2017 at 7:29:49 AM
 To: Andrew Krans atkrans@gmail.com

26
257
1
J
12-20-2017
H 2267
1930

----- Forwarded Message -----

Subject: fence
 Date: Tue, 19 Dec 2017 07:14:29 -0600
 From: Henry Watzka <hank@vanlanenmfg.net>
 To: atkrans@gmail.com

Here it is Andy . thank you.

Van Lanen Mfg.

5335 State Hwy 29 Denmark, WI 54208

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

December 19, 2017

Attn: Andy

Re: fence

Labor and materials to furnish :

A total of 21 lineal feet of decorative custom ornamental fence for Andy Krans. The style is to match existing at the neighboring sites. The railing is to be made of steel. Includes finish painting. Does not included installation in this price. Price includes one gate with hardware.

Total cost: \$1930.00

GREEN BAY GLASS, INC.

(920)465-9626 fax
 2001 Commercial Way
 Green Bay, WI 54311

Date	Invoice #
12/22/2017	20651

Bill To
SAKS Holdings Andy Krans 941 Lawton Place De Pere, WI 54115

Ship To
363 Main Street Project 363 Main Street De Pere, WI 54115 Andy

		S.O. No.	P.O. Number	Terms	Rep	Ship	Via
		21039		Net 30	PP		
Quantity	Item Code	Description			U/M	Price Each	Amount
1	CSOP500+	Tubeltie Frame Package for West Exterior Entrance - Installed				1,520.00	1,520.00
1	CSOP150-5...	Tuebltie Metal Package and Glass For West Window - Installed				1,020.00	1,020.00
1	CSOP150-5...	Tuebltie Metal Package and Glass for South Windows - Installed				2,907.00	2,907.00
1	CSOP500+	Tueblite Frame Package and Glass for South Exterior Entrance- Installed				2,111.00	2,111.00
1	CSOP500+	Tubleite Frame Package and Glass for South Interior Entrance - Installed				1,524.00	1,524.00
1	CSOP500+	Tubelite Glass and Frame Package for North Entrance - Installed				2,466.00	2,466.00
1	CSOP500+	Tubelite Glass and Frame Package for North Exterior Windows - Installed				2,065.00	2,065.00
					<i>Total \$13,613.00</i>		
					<i>Paid in full</i>		
Celebrating our 32nd year because of great customers like you!					Total \$13,613.00		
ALL PHONE CREDIT CARD CHARGES OVER \$500.00 WILL BE ASSESSED A 5% SERVICE FEE					Payments/Credits -\$13,613.00		
FED. I.D. 20-4175334					Balance Due \$0.00		

C & C Electric Services Inc

3765 Creamery Rd Suite 1
De Pere, WI 54115

ccelectricservice@sbcglobal.net

Invoice

Phone # 920-338-8123
Fax # 920-336-6327

Bill To
Andy Krans S.A.K.S Holdings, LLC 941 Lawton Place De Pere, WI 54115

Date	Invoice #
4/11/2018	5986

P.O. No.	Terms	Project
Outside Lighting	Net 30	363/365 Main

Quantity	Description	Rate	Amount
13.5	LABOR	65.00	877.50T
13	APPRENTICE LABOR	40.00	520.00T
143	EMT 1/2IN CONDUIT EMT 1/2	0.33	47.19T
15	1/2 EMT COMP DC CN REG 601	0.66	9.90T
12	1/2 EMT COMP DC CP REG 611	1.05	12.60T
29	1/2 EMT JIFFY CLIP MIN MED30	0.51	14.79T
845	12THHN STR CU WIRE WIR 12THHN STR	0.21	177.45T
2	LEV 6124H-W 24 HR TIMER SWITCH	56.10	112.20T
11	WP ROUND OUTLET BOX 1/2 HUB P-S WPRB25	7.32	80.52T
4	CB 1P PLUG IN SQD	4.73	18.92T
1	DUCT SEAL, RAM GUN LOADS, CAULK, ETC.	5.02	5.02T
	SALES TAX	5.50%	103.18
		Payments/Credits	\$0.00
		Balance Due	\$1,979.27

Attachment: 363 Main Ave 11-2018 Submittal (7666 : Resolution #18-122 Approving Updated Facade Improvement Project and Authorizing Grant

From: <EENGLEBERT69@YAHOO.COM> EENGLEBERT69@YAHOO.COM
Subject: Invoice 1271 from ENGLEBERT'S MASONRY INC.
Date: Oct 11, 2018 at 7:09:58 AM
To: <Atkrans@gmail.com> Atkrans@gmail.com

ENGLEBERT'S MASONRY INC.

Invoice Due 10/11/2018
1271

Amount Due: **\$2,000.00**

Dear KRANS :

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,

ENGLEBERT'S MASONRY INC.

Blindauer Sheet Metal & Roofing Inc

1227 S Broadway
Green Bay, WI 54304

Phone # 920-437-1332

mblindauer@msn.com

Fax # 920-437-0071

Invoice

Date	Invoice
9/21/2018	5476

Bill To
ANDY KRANS 941 LAWTON PLACE DE PERE, WI 54115

Project Location
363 MAIN DE PERE, WI

P.O. No.	Terms	Phone #
	Due on receipt	371-5032

Quantity	Description	Rate	Amount
80	GUTTER WORK ON BACK OF BUILDING		
	SQ FT PAINTED IRON	1.32	105
2	M-1 SEALANT	7.32	14
20	FT 2X4" BOARDS	0.52	10
5	HOURS LABOR - Commercial - 2 men: Foreman and helper	140.00	700
Thank you for your business. 1.5% finance charge for balances over 30 days		Total	\$830.

Attachment: 363 Main Ave 11-2018 Submittal (7666 : Resolution #18-122 Approving Updated Facade Improvement Project and Authorizing Grant

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 4, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #18-123 Authorizing Agreement for Consulting Services Between the City of De Pere and Core Distinction Group LLC (Hotel Feasibility Study).

On October 2, 2018, the Common Council approved (6-1 vote) retaining a consultant to conduct a hotel feasibility study. This is the proposed agreement for that consultant study.

ATTACHMENTS:

- Reso18-123 (DOCX)
- Exhibit 1 - Consultant Agreement-Core Distinction Group LLC(Hotel Feasibility Study)Final11-6-18-157-004-18 (PDF)
- Exhibit A-Core Distinction Consulting Agreement (PDF)

RESOLUTION #18-123

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND CORE DISTINCTION GROUP, LLC
(Hotel Feasibility Study)

WHEREAS, the City is in need of a hotel feasibility study for the downtown area to determine whether a market exists for future hotel development; and

WHEREAS, Core Distinction Group, LLC has available and offers to provide personnel necessary to accomplish the same within the required timeframe; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Core Distinction Group, LLC (Hotel Feasibility Study), attached hereto and incorporated herein as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of December, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND CORE DISTINCTION GROUP
(Hotel Feasibility Study)**

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between the City of De Pere, Wisconsin, ("City"), and Core Distinction Group, LLC, a _____ Limited Liability Company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of a hotel feasibility study for a specified area of the downtown to determine whether a market exists for future hotel development; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and equipment necessary to accomplish the feasibility study within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project scope is as described in the Consultant's Proposal dated October 4, 2018, incorporated herein by reference as Exhibit A. If there is a conflict between Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described in Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City shall provide the Consultant with information and items concerning the project, such as map(s) showing the geographic focus location of the study and proposed potential development sites, as more fully described in Exhibit A and other applicable information concerning the project as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

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

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed consistent with the terms as set forth in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion,

Consulting Agreement
Core Distinction Group, LLC
Page 2 of 7

will delay their response time, Consultant shall so inform the City in writing as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit A, subject to the terms and conditions set forth therein. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

3. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's sub-consultant and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's sub-consultant's negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to:

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: Development Services Director
335 South Broadway Street
De Pere, WI 54115

If to Consultant:
Core Distinction Group, LLC
Attention: Managing Partner
10359 North 78th Avenue
Peoria, AZ 85345

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

[Signatures follow on Page 7 of 7]

Consulting Agreement
Core Distinction Group, LLC
Page 6 of 7

CORE DISTINCTION GROUP, LLC

By:

Print Name: Jessica Junker

Title: Managing Partner

Print Name:

Title:

CITY OF DE PERE

By:

Michael J. Walsh, Mayor_____
Shana D. Ledvina, Clerk-Treasurer

J:\Law\Agreements\2018\Consultant Agreement-Core Distinction Group, LLC (Hotel Feasibility Study)11-6-18-157-004-18.docx

October 4, 2018

Attn: Kim Flom
Development Services
City of De Pere
335 South Broadway
De Pere, WI 54115

Dear Kim,

Thank you for your time and the opportunity to be a part of your process to bring a new hotel to the community of De Pere, Wisconsin.

Core Distinction Group, LLC was founded in 2012 and offers unmatched industry and market knowledge. Prior to working with Core Distinction Group, our team has gained hands-on knowledge from industry leaders like Marriott, Hilton, WHG Companies, InterContinental Hotels Group, Choice Hotels, TMI Hospitality, Interstate Hotels, Pillar Hotels & Resorts, Cobblestone Hotels, Wyndham Hotels & Resorts and many more. In addition to drawing knowledge from industry leading companies, our team has experience in markets with populations of less than 500, to markets with populations in the millions. Experience is key to having a true understanding of each unique project. With a combined 55 years of hospitality industry experience, our executive team has the knowledge you need in your community's corner.

Project Organization

Conducting the first half of our study process will be Jessica Junker, Managing Partner of Core Distinction Group. Miss Junker has over 18 years of hands-on industry knowledge in hotel development, branding, management (operations and sales) and construction.

Conducting the second half of our study process will be Lisa Pennau, Founder and Managing Partner of Core Distinction Group. Mrs. Pennau offers more than 25 years of hands-on industry knowledge in hotel management (operations and sales).

All of us at Core Distinction Group hope that our attention to detail, personal community approach, industry knowledge, industry experience and overall Northeast Wisconsin Market knowledge will help bring our proposal to the top of the pile. Accompanying this letter, you will find information about our company, the unique process we take and a sample of our work.

Warmest regards,

Jessica Junker
Managing Partner
Core Distinction Group, LLC



About Our Leadership Team



Mrs. Pennau offers more than 25 years of hospitality industry experience. From her beginning in the industry as a rental car agent at the airport in Oshkosh, Wisconsin where she worked while completing her degrees in both hospitality management and sales & marketing at the local college. Lisa moved on to work as a manager in training for Super 8 hotels in Wichita, Kansas and quickly was promoted to general manager of a Super 8 in Omaha, Nebraska. She was recruited by Baymont to become a traveling manager and served several Midwest distressed properties until moving onto work for Hilton as a General Manager at a Hampton Inn Minnetonka, MN. When that hotel sold, Lisa was promoted by the new owners to Regional Director of Operations for Pillar Hotels overseeing over 25+ hotels in the Midwest market both rural and metropolitan markets in the states of Minnesota, Wisconsin, Illinois, Iowa, North Dakota, and South Dakota. During the 10 years as Regional Director of Operations Lisa oversaw multiple brands as well including: Choice, Hilton, Hyatt, IHG, and Marriott. In her final year with Pillar she received the highest honor of Regional Director of the Year for highest performing hotels in all capacities including, revenue, operations, guest service score, turnover, etc.

Miss Junker offers more than 18 years of hospitality industry experience. From her beginning in the industry as a banquet server at a full-service hotel in downtown Green Bay, Wisconsin, to overseeing that very property as the manager in only a couple years. Jessica moved on to work as a Director of Sales at a Residence Inn by Marriott, Area Director of Sales with Interstate Hotels, and Regional Director of Sales and Marketing with Pillar Hotels working on the Sales, Marketing and Revenue Management of anywhere between 15 and 52 hotels with every major and not so major brand in the country. After learning everything she felt she needed about running a hotel, she set her sights on what happens before a hotel is build and worked in many separate executive roles with-in an up and coming hotel franchise. Miss Junker offers hands on, expert knowledge in hotel operations, sales, marketing, training, contracting, development, construction, really all things hotels. She gained this knowledge from industry leaders like Marriott, Hilton, InterContinental Hotels Group, Choice Hotels, TMI Hospitality, Interstate Hotels, Pillar Hotels & Resorts, Cobblestone Hotels, Wyndham Hotels & Resorts, and many more.



Testimonials and References

We are happy to give you the following testimonials and references:

"For quite some time we had been looking at the possibility of a new hotel in our community. We hired Core Distinction Group to perform a hotel Feasibility study for us. Jessica did a great job in answering questions, touring the city and conducting demand generator interviews. Their analysis that was completed gave us the information we needed to begin the process of working on the project. We would highly recommend using their services."

-Urbana, OH/Champaign Economic Partnership - Marcia Bailey - 937-653-7200

"Core Distinction Group is very responsive to your individual (hotel development) project parameters and they are very professional, helpful and deliver on time."

-St. Mary's, PA – Booka (Todd) Hanes – 814-335-6405

"The hotel Feasibility study was a big step for our community. Jessica answered countless questions with patience and walked us through the process. She visited our community and talked with business owners giving us confidence that the study would reflect who we really are. Core Distinction Group is efficient, knowledgeable, well-regarded in the industry and most of all passionate about what they do."

-Trousdale/Hartsville, TN Chamber of Commerce - Natalie Knutson - 507-381-5157

"I called Core Distinction Group with a need for a new Feasibility study and a pretty unrealistic time frame. We had interested investors and interested bankers, but they wanted an updated study reflecting the hotel specifics. Not only was Ms. Junker responsive, she and her team worked over the July 4th weekend to get us what we needed, when we needed it. I highly recommend this company. We had a study done two years earlier. That study cost twice as much, took twice as long and the product was not nearly as thorough and complete as what we received from Core Distinction Group."

-Fairfield Bay, AR - Paul Wellenberger – 501-253-6998

Additional References:

Hutchinson, MN – Brian Forcier – 218-590-8205

Erie, PA - Tom Kennedy - 814-451-1100

Sauk City, WI – Vicki Breunig – 608-643-3932



Scope of Work/Project Process

Core Distinction Group takes immense pride in the work they do. Throughout all phases of our projects we communicate with our clients on a weekly, if not daily bases to ensure everyone involved in the project is up to date on the progress. We keep a very tight timeline on our projects. Each phase is well thought-out and followed consistently. The objective of this engagement is to identify and determine the need for lodging in the community, the loss of lodging to the area due to lack of quality in or amount of lodging, as well as determine there is enough lodging to justify a hotel that makes good business sense. Below you will find each part and its timing in the process:

Research and Community Outreach – This phase involves speaking with community leaders to compile a list of potential demand generators in the local and regional community to conduct interviews during our Site Visit and Community Interviews. Research and Community Outreach is conducted with in the first 1 to 2 weeks following receipt of the retainer.

Site Visit and Community Interviews – This phase involves an in-depth local tour given by community leaders to help Core Distinction understand said community at this draw. The tour also includes detailed analysis of potential sites for the project. Following the tour, Core Distinction Group sit down and interview demand generators (gathered and scheduled during Research and Community Outreach) to develop knowledge and understanding of the community and its individual needs. This part of the process is conducted in 1-2 days, depending on number of in-person interviews.

Data Compilation – This phase of the process involves compiling all the data gathered during our visit to gain the overall picture of what is needed for the community. This phase also includes phone interviews and online surveys in case some demand generators could not attend in-person interviews. This phase is conducted in 2 weeks following our community visit completion.

Data Receiving and Reporting – Once all the demand generator information is gathered, Core Distinction Group begins pulling industry data for target market as well as industry trends to help us gain a better understanding of the local and regional opportunity areas.

Development and Operational Cost Gathering – This involves all things cost. Core Distinction Group gathers actual cost for the development, construction, financing, taxes, and all other ongoing cost associated with the specific project.

Project Proforma - Immediately following Development and Operational Cost Gathering, Core Distinction Group will take all information gathered in consideration to put together a project, brand, market and scale specific Proforma that is bank, investor, brand and developer friendly.

Draft Completion/Submittal – After Core Distinction has conducted it's visit, gathered all the potential demand information, industry data and construction/operating costs, they will complete the draft of the study and submit for review by contracted entity. Changes to the study may be made at this point but are limited to wording and grammar updates.

Final – After all requested changes are made and after final payment is received, Core Distinction Group will submit a final draft of the Hotel Market Feasibility Study and Brand Specific Proforma to the community for use.

Core Distinction Group strives to have a first draft to the community within 30 days of community tour and visit. In some cases, connecting with demand generators or even the construction cost gathering process can be held up through no fault of Core Distinction Group. It is for that reason that we recommend expecting the first draft of your study to review with-in 30 to 45 days.



Cost

The cost of a Hotel Market Feasibility Study for the community of De Pere, Wisconsin would be \$7,500. This fee would be all-inclusive. Once your organization has decided to move forward in hiring Core Distinction Group, LLC to conduct your study, we will require a signed contract and 50% (\$3,750) non-refundable retainer. The remaining 50% (\$3,750) will be required prior to your organization receiving the Final Draft. If at any given point after the Site Visit and Community Tour, our company believes that a new hotel project in your community does not make good business sense, we will reach out to you to discuss. If after the discussion of all data with your organization, all parties believe that we have come to the proper determination, we will cease all project work and you will not be responsible for the remainder of the fee/cost.

Summary

With over 300 Hotel Market Feasibility Studies complete for government organizations across the United States, Core Distinction Group has developed a wonderful reputation for our professionalism, knowledge, and customer service. Each of our completed projects offer each person involved a complete understanding a detailed description of what makes the most business sense. Our study includes but is not limited to:

- Introduction/Objective
- General Market Overview
- Site Analysis
- Economic Overview
- Lodging Demand Overview
- Community Interview/Survey Details
- Lodging Supply Overview
- Conclusion/Recommendations
- Financial Proforma

Again, attached you will find a sample copy of our Hotel Market Feasibility Study and Proforma.

Please feel free to reach out day or night with any questions or comments.

Jessica Junker



Email : j.junker@coredistinctiongroup.com

www.coredistinctiongroup.com

Mobile: 920-740-1647

[Check out our NEW VIDEO!](#)

[Leave a Review on Google](#)

[Leave a Review on Facebook](#)

[Follow us on LinkedIn](#)



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 4, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 12-04-18 (PDF)

CITY OF DE PERE
License Committee - December 4, 2018

Previously Tabled Operator License Applications	
1	CAELWAERTS, ALLYSSA M.
2	MARQUEZ, SANDRA

New Operator License Applications	
1	BERZSENYI, MYA C.
2	COOPER-SCHEXNIDER, CHRISTOPHER E.
3	DIEKVOSS, ELIZABETH P.
4	EGEBRECHT, COURTNEY L.
5	GEVERS, MICHAELA L.
6	GULLSTRAND, ERIC W.
7	HAMMER, JENNIFER L.
8	LEE, LAURA S.
9	SOLER, CHRISTINA S.
10	TINGLE, JENNIFER L.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 4, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 12-4-18 VOUCHERS (PDF)

11/27/2018 4:01 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05988 DEC 2018 COUNCIL - 1 12-4-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2878	ARING EQUIPMENT CO INC							
	I-C38752	ARING EQUIPMENT CO INC	R	12/04/2018		700.75CR	087254	700.75
5604	AURORA BAYCARE MED CTR LLC							
	I-KY217	AURORA BAYCARE MED CTR LLC	R	12/04/2018		401.69CR	087255	
	I-KY223	AURORA BAYCARE MED CTR LLC	R	12/04/2018		1,393.46CR	087255	1,795.15
0020	BADGERLAND PRINTING INC							
	I-32467	BADGERLAND PRINTING INC	R	12/04/2018		62.00CR	087256	
	I-32499	BADGERLAND PRINTING INC	R	12/04/2018		62.00CR	087256	124.00
0027	BAY TOWEL INC							
	I-2732322	BAY TOWEL INC	R	12/04/2018		98.94CR	087257	
	I-2734922	BAY TOWEL INC	R	12/04/2018		87.59CR	087257	
	I-2736728	BAY TOWEL INC	R	12/04/2018		100.74CR	087257	287.27
0039	BROOKS TRACTOR INC							
	I-D67858	BROOKS TRACTOR INC	R	12/04/2018		124.74CR	087258	
	I-D67876	BROOKS TRACTOR INC	R	12/04/2018		305.22CR	087258	429.96
2708	CLEANING SOLUTION SERVICES INC							
	I-18578	CLEANING SOLUTION SERVICES INC	R	12/04/2018		1,279.95CR	087259	1,279.95
7851	COMMERCIAL LIGHTING							
	I-184355	COMMERCIAL LIGHTING	R	12/04/2018		465.49CR	087260	465.49
7546	JASON CUMMINGS							
	I-201811268844	JASON CUMMINGS	R	12/04/2018		63.29CR	087261	63.29
0276	DE PERE HARDWARE							
	I-208159	DE PERE HARDWARE	R	12/04/2018		8.99CR	087262	
	I-208410	DE PERE HARDWARE	R	12/04/2018		15.98CR	087262	24.97
5159	DEGROOT INC							
	I-18-02 (5)	DEGROOT INC	R	12/04/2018		58,804.76CR	087263	58,804.76
0331	FERGUSON WATERWORKS #1476 INC							
	I-261982	FERGUSON WATERWORKS #1476 INC	R	12/04/2018		427.12CR	087264	427.12
0200	FIRST SUPPLY LLC							
	I-11435273-00	FIRST SUPPLY LLC	R	12/04/2018		148.16CR	087265	148.16

Attachment: 12-4-18 VOUCHERS (7677 : Voucher Approval.)

11/27/2018 4:01 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 05988 DEC 2018 COUNCIL - 1 12-4-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6654	FLEETPRIDE INC I-15146530	FLEETPRIDE INC	R	12/04/2018		35.58CR	087266	35.58
0105	FOX SPECIALITY COMPANY I-39636	FOX SPECIALITY COMPANY	R	12/04/2018		39.93CR	087267	39.93
2495	GLAXOSMITHKLINE I-8252638609	GLAXOSMITHKLINE	R	12/04/2018		435.50CR	087268	435.50
5830	GRAEF INC I-100605	GRAEF INC	R	12/04/2018		2,088.00CR	087269	2,088.00
0117	GRAYBAR ELECTRIC COMPANY INC I-9307260335 I-9307260337	GRAYBAR ELECTRIC COMPANY INC GRAYBAR ELECTRIC COMPANY INC	R R	12/04/2018 12/04/2018		321.00CR 321.00CR	087270 087270	 642.00
5484	HYDROCORP INC I-50231-IN	HYDROCORP INC	R	12/04/2018		310.00CR	087271	310.00
1399	INDOFF INC I-3177952	INDOFF INC	R	12/04/2018		15.08CR	087272	15.08
1276	JX ENTERPRISES INC I-1458867P I-1459398P I-1459914P I-1460589P	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R R R R	12/04/2018 12/04/2018 12/04/2018 12/04/2018		545.90CR 10.75CR 139.00CR 173.24CR	087273 087273 087273 087273	 868.89
3986	KIMPS ACE HARDWARE CORP I-357335	KIMPS ACE HARDWARE CORP	R	12/04/2018		29.98CR	087274	29.98
0160	LIZER OF WI INC I-86150AD	LIZER OF WI INC	R	12/04/2018		357.50CR	087275	357.50
0173	MENARDS INC I-38415 I-38474 I-38699	MENARDS INC MENARDS INC MENARDS INC	R R R	12/04/2018 12/04/2018 12/04/2018		59.20CR 18.70CR 18.98CR	087276 087276 087276	 96.88
0531	NORTHEAST AUTO PARTS INC I-335346 I-335468 I-335472 I-335498 I-335508 I-335553 I-335593	NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC	R R R R R R R	12/04/2018 12/04/2018 12/04/2018 12/04/2018 12/04/2018 12/04/2018 12/04/2018		163.54CR 40.08CR 6.15CR 25.02CR 392.60CR 15.00CR 40.68CR	087277 087277 087277 087277 087277 087277 087277	 683.07

Attachment: 12-4-18 VOUCHERS (7677 : Voucher Approval.)

11/27/2018 4:01 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 05988 DEC 2018 COUNCIL - 1 12-4-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0499	PACK AND SHIP LLC I-194430	PACK AND SHIP LLC	R	12/04/2018		22.85CR	087278	22.85
1331	PACKER FASTENER & SUPPLY INC I-412208 I-413810	PACKER FASTENER & SUPPLY INC PACKER FASTENER & SUPPLY INC	R	12/04/2018		126.28CR	087279	
			R	12/04/2018		49.50CR	087279	175.78
0395	PRO ONE JANITORIAL INC I-139621	PRO ONE JANITORIAL INC	R	12/04/2018		1,125.00CR	087280	1,125.00
5973	RAE-COR DISTRIBUTING INC I-11548	RAE-COR DISTRIBUTING INC	R	12/04/2018		179.46CR	087281	179.46
1434	PAULA RAHN I-201811268845	PAULA RAHN	R	12/04/2018		7.37CR	087282	7.37
0158	ROBERT E LEE & ASSOCIATES INC I-74606	ROBERT E LEE & ASSOCIATES INC	R	12/04/2018		17,512.50CR	087283	17,512.50
7626	ROBERT W BAIRD & CO I-PF-281587	ROBERT W BAIRD & CO	R	12/04/2018		6,750.00CR	087284	6,750.00
7645	SPARC INC I-CDP.101.5	SPARC INC	R	12/04/2018		4,000.00CR	087285	4,000.00
0999	STAPLES ADVANTAGE I-3396289507	STAPLES ADVANTAGE	R	12/04/2018		6.10CR	087286	6.10
1903	TECHNOLOGY ARCHITECTS INC I-D20180621	TECHNOLOGY ARCHITECTS INC	R	12/04/2018		1,331.25CR	087287	1,331.25
6328	TOWNSEND, LEE I-201811268846	TOWNSEND, LEE	R	12/04/2018		194.75CR	087288	194.75
0417	TWEET GAROT MECHANICAL INC I-67550	TWEET GAROT MECHANICAL INC	R	12/04/2018		177.00CR	087289	177.00
0272	UNIFORM SHOPPE INC I-282569	UNIFORM SHOPPE INC	R	12/04/2018		254.80CR	087290	254.80
0277	VAN'S FIRE & SAFETY INC I-4117307 I-4117308 I-4117416	VAN'S FIRE & SAFETY INC VAN'S FIRE & SAFETY INC VAN'S FIRE & SAFETY INC	R	12/04/2018		45.95CR	087291	
			R	12/04/2018		66.35CR	087291	
			R	12/04/2018		20.00CR	087291	132.30

Attachment: 12-4-18 VOUCHERS (7677 : Voucher Approval.)

11/27/2018 4:01 PM

A / P CHECK REGISTER

PAGE: 4

PACKET: 05988 DEC 2018 COUNCIL - 1 12-4-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7210	VANDEN PLAS SANITATION INC.							
	I-37185	VANDEN PLAS SANITATION INC.	R	12/04/2018		131.60CR	087292	131.60
7342	KEVIN VANDENBUSH							
	I-201811268847	KEVIN VANDENBUSH	R	12/04/2018		26.16CR	087293	26.16
0280	MICHAEL J WALSH							
	I-201811268848	MICHAEL J WALSH	R	12/04/2018		240.00CR	087294	240.00
0287	WI DEPT OF ADMINISTRATION							
	I-505-0000032536	WI DEPT OF ADMINISTRATION	R	12/04/2018		140.00CR	087295	140.00
2593	WSFCA							
	I-201811268849	WSFCA	R	12/04/2018		95.00CR	087296	
	I-201811268850	WSFCA	R	12/04/2018		95.00CR	087296	190.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	43	0.00	102,750.20	102,750.20
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:	43	0.00	102,750.20	102,750.20

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 12-4-18 VOUCHERS (7677 : Voucher Approval.)

11/27/2018 4:01 PM

A / P CHECK REGISTER

PAGE: 5

PACKET: 05988 DEC 2018 COUNCIL - 1 12-4-18

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	12/2018	20,678.53CR
201	12/2018	609.63CR
211	12/2018	18.70CR
260	12/2018	2,088.00CR
290	12/2018	768.75CR
292	12/2018	3,843.00CR
405	12/2018	71,711.55CR
601	12/2018	1,498.49CR
650	12/2018	1,533.55CR
=====		
ALL		102,750.20CR

Attachment: 12-4-18 VOUCHERS (7677 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 4, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Future Agenda Items.
