



Common Council

Regular Meeting

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

Agenda

Tuesday, August 6, 2024

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 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 **August 6, 2024 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Common Council, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the July 16, 2024 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Commendation for De Pere Boys Baseball Team Championship.
6. Consideration and Possible Action on the following Community Service Grant applications:
 - A. Compassionate Home Health Care - Health & Hygiene Popup Hub
 - B. Lovin the Skin I'm In - Providing Access to Hair Care Products for Kids of Color in Foster Care
7. Consideration and Possible Action on Rock the Dock Request to Use Public Parking Lots.
8. Recommendation from Plan Commission to approve the FINAL De Pere Comprehensive Housing Study and Action Plan.
9. Recommendation from Plan Commission to approve a 2 lot CSM at 2000 Commerce DR (Parcel ED-3103, ED-3104, ED-3105).

10. Consideration and Possible on Action on Development Agreement with Amerilux Holdings, LLC.
11. Resolution #24-63 Authorizing Agreement regarding the Sale and Purchase of Business Park Property Between the City of De Pere and T Jansen Enterprises, LLC (Parcel ED-2077-1; 1405 Enterprise Drive).
12. Resolution #24-64 Approving Amendment to Facade Improvement Project Application and Authorizing Disbursement of Grant (407 Main Avenue - Parcel WD-885).
13. Resolution #24-65 Approving Amendment to Facade Improvement Project Application and Authorizing Disbursement of Grant for (409 Main Avenue - Parcel WD-886).
14. Resolution #24-66 Approving Housing Stock Improvement Mortgage and Loan and Authorizing Disbursement to Danielle Jauquet (719 North Michigan Street - Parcel ED-16).
15. Resolution #24-67 Authorizing Development Agreement Between the City of De Pere and De Pere 230 Development Partners LLC Former Shopko Site - Building F (Parcel Nos. ED-861 and ED-875).
16. Resolution #24-68 Approving Release of Easement Rights for Parcel ED-861 (Former Shopko Site).
17. Resolution #24-69 Approving the Tenth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract.
18. Future agenda items.

PLEASE TAKE NOTICE that the Council may convene in closed session pursuant to Wisconsin Statute Section 19.85(1) for agenda items 19-21:

(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

(g) for conferring with legal counsel who is rendering oral or written advice concerning strategy to be adopted by the Council with respect to litigation in which it is or is likely to become involved.

The Council may reconvene thereafter in open session pursuant to Wisconsin Statute Section 19.85(2) to report the results of the closed session and consider the balance of the Agenda.

19. Possible Discussion and Action on Walmart Litigation for Excessive Assessment for 1415 Lawrence Drive (Parcel No. WD-D0011-1).
20. Possible Discussion and Action on Garroman Drive and 2535 Lawrence Drive (Parcel No. WD-L482-1).
21. Discussion and Possible Action on Potential Acquisition of Private Property for Public Purposes.
22. Adjournment.

Carey Danen
City Clerk

Any person wishing to attend this meeting who, because of disability, requires special

accommodations should contact the Clerk's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Dawn Paradiso-Hansen, Compassionate Home Health Care

Rhonda Chandler, Lovin the Skin I'm In



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the July 16, 2024 Common Council meeting.

ATTACHMENTS:

- 7-16-24 Common Council minutes_draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, July 16, 2024

7:30 PM

Council Chambers and Virtual

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the June 18, 2024 Common Council meeting.

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

4. Public Hearing to act on the request for a Zoning Map Amendment from MX3 Corridor Mixed-Use District to C Commercial District at 2385 Lawrence Drive, Parcel WD-L487.

A. Notice of Public Hearing.

The notice was published in the Press Times on June 28 and July 5, 2024.

B. Recommendation from Plan Commission.

C. Ordinance #24-13 Approving Zoning Map Amendment from MX3 Corridor Mixed-Use District to C Commercial District (Parcel WD-L487; 2385 Lawrence Drive).

Mayor Boyd declared the public hearing open; no one wished to speak so he declared the hearing closed.

Development Services Director Dan Lindstrom explained that the neighbors' concerns that were included in the packet referred to the condition of the site under the old owner. This applicant recently purchased the property and wants to make improvements to the site.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

5. Public Hearing to act on the request for a Conditional Use of Landscape Materials and Supplies at 2385 Lawrence Drive, Parcel WD-L487.

A. Notice of Public Hearing.

The notice was published in the Press Times on June 28 and July 5, 2024.

B. Recommendation from Plan Commission.

C. Resolution #24-57 Authorizing and Approving a Conditional Use of Landscape Materials and Supplies in a C (Commercial) District (Parcel WD-L487; 2385 Lawrence Drive).

Mayor Boyd declared the public hearing open; no one wished to speak so he declared the hearing closed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Pamela Gantz, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

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

None.

7. Proclamation for the Continuation of the Green Tier Legacy Community Program.

8. Recommendation from Plan Commission to approve a 10-lot extraterritorial preliminary plat of Little Rapids Subdivision at 1602 Torchwood TR in Lawrence (Parcels L-2279, L-2295).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

9. Recommendation from the Board of Park Commissioners to approve bid for poured in place playground surfacing from Bluemel's in the amount of \$51,770.00 for Willems Playground.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

10. Recommendation from the Board of Public Works on Award of Contract 24-14 French Road Water Main Relocation to Calnin & Goss, LLC in the amount of \$262,455.94.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

11. Recommendation from the Board of Public Works on Award of Contract 24-22 Pond Dredging to Northeast Asphalt, Inc. in the amount of \$76,550.

Alderperson Hansen noted for the record that the pond was last measured for sediment accumulation in 2021, but the pond was constructed many years earlier.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

12. Consideration and Possible Action on information technology acquisition for Nelson Pavilion from ACP CreativIT LLC (d/b/a Camera Corner Connecting Point or CCCP).

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

13. Presentation and Possible Action on the 2023 Management Letter and Financial Statements.

CliftonLarsonAllen auditor Elizabeth McMasters reported that the City was issued a clean audit report; one finding from last year dropped off. The second finding was a tweak in internal control structure. She noted that the general fund unassigned category had a boost this year, largely due to investment income. Finance Director-Treasurer Pam Manley and Ms. McMasters then fielded questions from Council members.

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

14. Ordinance #24-14 Amending Section 30-2 of the De Pere Municipal Code regarding Park Regulations.

City Attorney Tony Wachewicz stated that City code would allow for citations and penalties for ordinance violations. Parks Director Marty Kosobucki reported that staff have discussed this potential change over the past two years; they conducted a community survey to see how people felt about dogs in the park, and a significant majority were in favor. Discussion followed about when the new ordinance would take effect. Kosobucki stated that staff would need to do appropriate public outreach before signage is posted.

Aldersperson Ledvina moved, seconded by Aldersperson Gantz to amend the original motion so that the ordinance takes effect once a public information campaign is completed and signage is installed. Upon vote, the motion to amend carried unanimously.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Aldersperson
SECONDER:	Devin Perock, Aldersperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

15. Resolution #24-58 Authorizing Amendment to Wisconsin Department of Natural Resources Recreational Boating Facilities Development/Renovation Grant Application for Perkofski Boat Launch Fishing Pier Refurbishing.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	John Quigley, Aldersperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

16. Resolution #24-59 Authorizing purchase of FortiVoice Cloud phone system from Camera Corner Connecting Point in the amount of \$115,000 with \$30,250 requested from Unassigned Reserves.

Aldersperson Carpenter asked if the savings from the new system could be returned to unassigned reserves. City Administrator Larry Delo explained that the savings mean that less money from the tax levy will have to go towards the cost. IT Director Steve Massey reported that this purchase will shift the City from a traditional phone system to a cloud-based system, which is important for disaster recovery and continuity of operations.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Devin Perock, Aldersperson
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

17. Resolution #24-60 A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the sale of, in an amount not to exceed \$7,900,000, General Obligation Promissory Notes, Series 2024, and all related details.

Baird Managing Director Justin Fischer reported that the estimated interest rate is 4.25%, not to exceed 4.75%, and noted that the marketplace is very reactionary right now. The Moody's rating call is scheduled for next week; the City's current rating is AA2. He explained that the parameters resolution gives them flexibility as to when they enter the marketplace. Mr. Fischer then answered questions from the Council.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

18. Resolution #24-61 Authorizing Purchase Order - Lease and Government Product Lease Agreement with Quadient Leasing USA, Inc. (Postage Meters - City Hall and Municipal Service Center).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

19. Resolution #24-62 Common Council Authorization, Informed Consent and Delegation to City Attorney for Consultation and Collaboration with other Municipal or Governmental Attorneys.

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

20. Appointment to the Police and Fire Commission by Mayor Boyd.
Kristen Johnson was appointed to the Commission.

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

21. Future agenda items.

Alderperson Hansen reminded staff about his request to schedule a discussion on the Brown County room tax.

22. Adjournment.

Alderperson Quigley moved, seconded by Alderperson Carpenter to adjourn the meeting at 8:20 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: City Attorney

FROM: Amy Darnick

SUBJECT: Commendation for De Pere Boys Baseball Team Championship.

ATTACHMENTS:

- Boys Baseball Championship Commendation 2024-Signed (PDF)

MUNICIPAL COMMENDATION

BOYS' BASEBALL: STATE CHAMPIONSHIP VICTORY

WHEREAS, on Thursday, June 13, 2024, the De Pere Redbirds' Boys' Baseball Team completed a 27-3 season with a 5-1 victory over Sun Prairie East at Fox Cities Stadium, earning its first ever Division 1 WIAA State Championship title; and

WHEREAS, the dedication, teamwork, and effort of the team members and coaches constitutes significant and laudable accomplishments, meriting public recognition and accolade; and

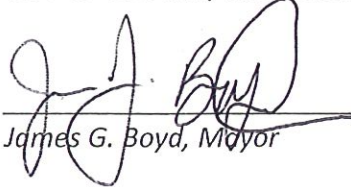
WHEREAS, it is appropriate to publicly congratulate the De Pere High School Boys' Baseball team and to express our community's support.

NOW, THEREFORE BE IT RESOLVED, by virtue of the authority vested in me as Mayor of the City of De Pere, I, James G. Boyd, do hereby commend the team players, coaches, fans and support staff of De Pere High School and the Unified School District of De Pere for their individual and team efforts during their championship season, and on behalf of the City's governing body and all its citizens, do hereby bestow this special Municipal Commendation on the De Pere Redbirds' Boys' Baseball Team, as witnessed and acknowledged by the De Pere City Council.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 1st day of August, 2024.

CITY OF DE PERE, WISCONSIN


James G. Boyd, Mayor



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Consideration and Possible Action on the following Community Service Grant applications:

Community Service Grant applications are considered twice a year. The 2024 budget includes \$2,000 for these grants.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: A. Compassionate Home Health Care - Health & Hygiene Popup Hub

ATTACHMENTS:

- Compassionate Home Health Care (PDF)



Community Service Grant Application De Pere, WI

Submitted On:

Feb 29, 2024, 01:17PM CST

Are you applying as an individual or as a group?	Group
Applicant Name	Dawn Paradiso-Hansen
Group Name	Compassionate Home Health Care
Phone Number	920-216-8414
Email	dawn.ristow@gmail.com
Full Address	Street Address: P.O. Box 2093 1050 S. Grider St. City: Appleton State: WI Zip: 54912
Project Title	CHHC's Health & Hygiene Popup Hub
Project Location	Voyageur Park, De Pere, WI
Project Description: Provide a brief outline of your project, describing your goals/objectives and your timeline for completion.	Compassionate Home Health Care(CHHC) is a not-for-profit with a mission to fight hygiene poverty by subsidizing the high cost of cleaning and hygiene supplies for individuals in De Pere, WI especially family caregivers. The project entails establishing a Health and Hygiene Popup Hub in the community. Our goal is to address hygiene poverty by providing essential cleaning and hygiene supplies to underserved populations. The hub will serve as a centralized resource for individuals and families facing financial hardship, seniors, individuals with disabilities, veterans, and those with special needs. Through strategic partnerships and community engagement, we aim to promote health education, prevent illness, and improve overall well-being. The timeline includes setting up the Popup Hub for mid-July 2024, ensuring delivery of health and hygiene items to those in need. CHHC's Health & Hygiene Popup HUB will help support families, individuals & community strengths by providing access to basic essentials, helping to prevent health & hygiene poverty in Brown County. In addition to the health and hygiene products, CHHC will also offer medical equipment donated from one of our Medical Organizations, (wheelchairs, walkers, bedside commodes, canes, etc) on a first come first serve basis. CHHC supports services for seniors, youth, veterans, diverse families, homeless men and women, those with disabilities and special needs and assists us to reach those who have been faced with the negative i

When organizations partner with CHHC, they are able to eliminate the barrier of access to health and hygiene supplies and distribute these necessary items to their participants in need which are not covered under any government funding.

We advocate to provide support to a variety of underserved communities such as new mothers and women with children, African Americans, Latinos, unhoused populations, the elderly, those with disabilities, and more. These efforts with our partners ensure equal access and opportunities to all community members in De Pere, WI.

Partnering local businesses who agree to participate in these health and hygiene drives graciously allow us to place collection boxes in their establishments and often provide incentives to customers who donate. In addition to collecting thousands of dollars in health and hygiene supplies during these hygiene drives, we are a part of Jake's Network of Hope's "My Neighbor" program. This program allows us to use grant dollars and donations to source and purchase health and hygiene products in bulk and deeply discounted prices. Ensuring individuals, and families have access to cleaning and hygiene supplies. When individuals have access to these basic necessities, individuals and households maintain better health, gain more independence, receive uninterrupted services, build self-esteem, and relieve families of some financial expenses that help them build long-term financial stability.

Measurable Objectives: How will your goals and objectives be achieved? What benefits will citizens of the City of De Pere gain from this project?

By ensuring individuals and families have access to cleaning and hygiene supplies, they are able to dedicate their financial resources to providing qualified personnel, safe housing, education, training, and counseling to those they serve. When individuals have access to these basic necessities, individuals and households maintain better health, gain more independence, receive uninterrupted services, build self-esteem, and relieve families of some financial expenses that help them build long-term financial stability.

Itemization of Anticipated Expenses: Provide cost estimates associated with the project (award amount not to exceed \$600 even if total project costs are higher). Describe all materials that will need to be purchased for the project.

The awarded funding will primarily cover administration costs, facilitating effective project management and implementation. Products are collected throughout the community, and with the awarded funding, we can efficiently purchase items from Jake's Network of Hope at a reduced cost. This collaborative effort ensures that essential items are obtained economically to maximize the impact of our initiatives.

We will purchase additional supplemental health and hygiene supplies through the "My Neighbor" program with Jake's Network of Hope to ensure that individuals and HCBS participant needs are met. Through Jake's we are able to take awarded grant dollars and get more product at a very very reduced rate. Operating staff will continue to build relationships with local school programs that assist during bagging events to carry out CHHC Health & H



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: B. Lovin the Skin I'm In - Providing Access to Hair Care Products for Kids of Color in Foster Care

ATTACHMENTS:

- Lovin the Skin I'm In (PDF)



Community Service Grant
Application
De Pere, WI

1.a

Submitted On:

May 17, 2024, 03:46PM CDT

Are you applying as an individual or as a group?	Group
Applicant Name	Rhonda Chandler
Group Name	Lovin The Skin I'm In
Phone Number	704-258-1563
Email	lovinmyskinwi@gmail.com
Full Address	Street Address: 435 N. Broadway Ste A3 City: De Pere Zip: 54115
Project Title	Providing Access to Hair Care Products for kids of color in foster care
Project Location	De Pere, WI
Project Description: Provide a brief outline of your project, describing your goals/objectives and your timeline for completion.	Lovin The Skin I'm In will provide hair care products to children of color who are in out of home care.
Measurable Objectives: How will your goals and objectives be achieved? What benefits will citizens of the City of De Pere gain from this project?	In doing research we learned that 150 of the 207 children in out of home care are children of color. We have identified agencies that service these children, and they will distribute the products accordingly.
Itemization of Anticipated Expenses: Provide cost estimates associated with the project (award amount not to exceed \$600 even if total project costs are higher). Describe all materials that will need to be purchased for the project.	4U By Tia Total Moisture bundle \$29 x 21 sets =\$609
By checking this box I acknowledge that, if selected, my project will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the project. No grant funds may be used for alcohol, drugs, or	I agree

any behavior or activity which
is contrary to local ordinances,
state statutes, or federal law.

1.a

Submission Date

05/17/2024

Signature Data

First Name: Lovin' The Skin I'm
Last Name: Chandler
Email Address: lovinmyskined@gmail.com

Phonda Chandler

Signed at: May 17, 2024 3:46pm America/Chicago

User's Session Information

IP Address: 174.103.204.57
Referrer URL:



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and Possible Action on Rock the Dock Request to Use Public Parking Lots.

The City received a request from Dawn Paradiso-Hansen (See attached request) to utilize the City's public parking lots (See attached aerial) near Voyageur Park for their Rock the Dock event scheduled for Saturday August 10, 2024. The parking lot requested for use is the lot behind the library. The lot in Voyageur Park has already been approved for use through the park rental agreement. The intent of using the parking lots would be to charge patrons to park instead of charging an entrance fee for the event. This is the same request that was approved last year and went to the BOPW first for discussion. Due to the timing of the request we needed to take this request directly to the Council instead of the BOPW.

ATTACHMENTS:

- Rock the Dock Parking Lot Request 7-17-2024 (PDF)
- Rock the Block Parking Lot Request - Map (PDF)



7/17/2024

Hello Scott,

Compassionate Home Health Care is putting in an official request for the city of De Pere, WI to consider allowing it's music festival #RocktheDockCHHC to utilize the city public parking lots (by Voyageur Park). To charge patrons to park. Instead of setting up a barricade around the park and charging an entrance and closing down the park for our event.

This would be for Saturday August 10, 20243 only.

Thank you

Dawn Paradiso-Hansen

CEO/ED

Compassionate Home Health Care

Internal DIME



Internal DIME- Designed for use by Engineering and DPW staff with credentials.

100ft

Brown County WI



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve the FINAL De Pere Comprehensive Housing Study and Action Plan.

On July 22, 2024, Plan Commission unanimously recommended approval of the FINAL De Pere Comprehensive Housing Study and Action Plan by a vote of 6-0.

ATTACHMENTS:

- De Pere Housing Study Memo - July 2024 (DOCX)
- v3 Draft Report - Comprehensive Housing Study - City of De Pere WI (PDF)

CITY OF DE PERE MEMO



To: James Boyd, Mayor
Plan Commission Members

From: Peter Schlein, Senior Planner | Zoning Administrator

Date: July 22, 2024

RE: **Consideration and possible action on the DRAFT De Pere Comprehensive Housing Study and Action Plan.***

Summary:

In the fall of 2023, the City of De Pere hired the consultant Camoin Associates to prepare a Comprehensive Housing Study and Action Plan to provide elected officials, City staff, stakeholders, and community members with a thorough understanding of the local housing market and key issues impacting the City of De Pere. The Comprehensive Housing Study and Action Plan serve as a foundation for identifying community-specific housing priorities, policy alternatives, and intervention strategies, including guidance on land use and zoning decisions. Its findings are intended to inform decisions regarding the allocation of public funds and other resources.

Document Contents:

The Comprehensive Housing Study and Action Plan includes research from a site visit, staff and community interviews, related City plans, and a public survey.

The data includes demographics, trends, an existing housing inventory, a housing affordability assessment, housing development trends, rental market trends, sale market trends, and a summary of housing market opportunities, barriers, and a needs analysis.

The report includes an executive summary, key findings, goals and strategies, and an addendum.

For the efficiency of Plan Commissioner review, the report is on document pages 1-29 and the addendum is on pages 31-102. The goals and strategies are on document pages 22-29.

Consultant Presentation:

The consultant is expected to provide a virtual presentation that includes the following topics:

- Housing study purpose statement.
- Brief intro about the consulting team.
- Components of the study (what the consultant did and reviewed).
- A summary of key findings.
- A summary of goals.
- Questions and Answers.

Staff Recommendation

Review the attached DRAFT De Pere Comprehensive Housing Study and Action Plan. Consider necessary revisions and recommend approval to Plan Commission.



COMPREHENSIVE HOUSING STUDY AND ACTION PLAN

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

PURPOSE

This initiative provides elected officials, City staff, stakeholders, and community members with a thorough understanding of the local housing market and key issues impacting De Pere. The study and action plan serve as a foundation for identifying community-specific housing priorities, policy alternatives, and intervention strategies, including guidance on land use and zoning decisions. Its findings are intended to inform decisions regarding allocating public funds and other resources.

GEOGRAPHY

Situated on both banks of the Fox River, which stems from Lake Michigan, the City of De Pere is a comfortable suburb of Green Bay, WI, and home to over 25,000 residents. It comprises two excellent school districts, a dynamic downtown, two successful business parks, and safe neighborhoods served by ample parks and natural areas, resulting in considerable loyalty and community pride among residents.

SOURCES

In addition to data reports, Camoin Associates collected input from other sources:

- Public Survey
- Interviews
- Site Visit and Tour of the City

FINDINGS

While De Pere's population is projected to stagnate over the next five years, employment is still growing, leading to an increased reliance on commuters to fill jobs (currently, only 15% of residents are employed in the city). About a quarter of young renters are cost-burdened – spending more than 30% of their incomes on housing – along with 29% of middle-aged renters (35-64) and 44% of seniors. Eighty (80)% of survey respondents looking for an apartment said, 'Many rent prices exceeded my budget and would put me at risk of becoming housing cost-burdened.' In our analysis, a De Pere resident at the median area income would need to make 33% more to afford a mortgage on a median home sale price in the city.



INTERVIEWS SUMMARY

As part of its investigation of housing market conditions in De Pere, Camoin Associates interviewed:

- Real Estate Agents
- Homebuilders and Developers
- Affordable Housing Service Providers
- Chamber of Commerce
- College Officials

Most interviewees spoke highly of the City as a development partner and the community culture in De Pere. Many said that De Pere's public schools were a draw to the local housing market. Developers appreciated that De Pere provided some infrastructure funding during the Great Recession and allowed for some smaller lots. The City is considered TIF friendly. West De Pere is largely built-out while there is room to grow in the east. Market rate units priced as high as \$900K are selling well.

There is tremendous demand for apartments. We heard that there are generally outdated public assumptions of what market rents are. De Pere is an attractive market to build in because a high area median income allows for higher affordable rents.

Some rents are now higher than a mortgage payment. With a projected population increase, De Pere needs more housing variation. One developer in the region is attempting tiny homes.

The business community has an interest in workforce housing and may invest in housing developments.

As the college's on-campus enrollment recedes from its historic height, the college is interested in divesting of homes it purchased over the years for student housing or repurposing those homes to lease to college employees. The college prefers to build dormitories to retain students on campus.

Brown County is allowed 3,500 housing vouchers; only 2,700 are used because it is too difficult to find an apartment. HUD now allows vouchers to pay 120% of fair market rent, and even that gets priced out. County started a landlord outreach program with incentives: \$1,000 for a new tenant or a re-upped lease. Newcap, Inc., a Community Action Program (CAP) for Brown County, offers mortgages, rehabilitation loans, and senior housing funding. Newcap can offer no-downpayment loans.



PUBLIC SURVEY SUMMARY

Survey participant demographics:



The City distributed a public survey about the housing market in December 2023 and January 2024; 498 responses were received.

91% of survey participants live in De Pere

5% Looking to move to De Pere

3% Own a business in De Pere but aren't a resident

1% Own property in the city but aren't a resident



74%
Own their home
(16% have no mortgage)

22%
Rent their home



AGES:

25 - 35 **15%**

35 - 55 **51%**

55-75 **28%**

38%
Couple with children



14%
Single individual



29%
Couple with no children



8%
Single Parent



65%
Female

31%
Male

EMPLOYMENT:

65% Full-time

5% Part-time

6% Self-employed

19% Retired

HOUSEHOLD INCOME:

25% \$35 - \$90K

25% \$90 - \$135K

28% \$135 - \$200K

28% \$200K+

91%
White

*The full survey results report can be found in the Appendix.



PUBLIC SURVEY SUMMARY, CONTINUED

What did the community say about housing?

Top issues for those unsatisfied with their current housing size:

#1

Size

#2

Cost

#3

Condition

Top home buying market concerns:



61% Price
58% Taxes
39% Availability

Top rental market concerns:

63% Price
33% Availability



Current housing
meets their
needs
86%

Current housing
will meet their
needs for the next
decade
41%

Housing does not
currently meet
their needs
13%

Do you think De Pere's municipal
government should be involved
in the housing market to assist
with housing goals?

63% Yes

37% No

Top reasons 44% of respondents chose De Pere

- #1 - Safety and crime
- #2 - Quality of schools
- #3 - Cost of living
- #4 - Price of housing
- #5 - Local amenities

Secondary reasons respondents chose De Pere:

- #1 - Affiliation (work, already a resident, etc.)
- #2 - Family or social ties



PUBLIC SURVEY SUMMARY, CONTINUED

Housing needs:

RENTERS PREFERENCES:

48%

Apartment

60% Prefer a 2-bedroom apartment

34%

House rental

51% Prefer 3-bedrooms
28% Prefer 4+ bedrooms

17%

Seeking senior housing rental

23%

Of respondents intend to move in the next year

2/3 Are looking to buy

1/3 Are looking to rent

There was low inventory for sale

42%

BUYERS

"Prices and bidding put [their] household finances at risk of becoming housing cost-burdened."

39%

Prices exceeded their expectations coming into the market

57%

80% of those seeking rentals agreed:

"Many rent prices exceeded [their] budget and would put [them] at risk of becoming housing cost-burdened."

HOMEBUYING PREFERENCES:

68% Prefer a detached, single-family home

17% Prefer a duplex

15% Prefer a condo

12% Prefer a townhouse

12% Prefer a house with an in-law apartment



ADDITIONAL STUDIES SUMMARIES

2010 DE PERE COMPREHENSIVE PLAN UPDATE: HOUSING CHAPTER

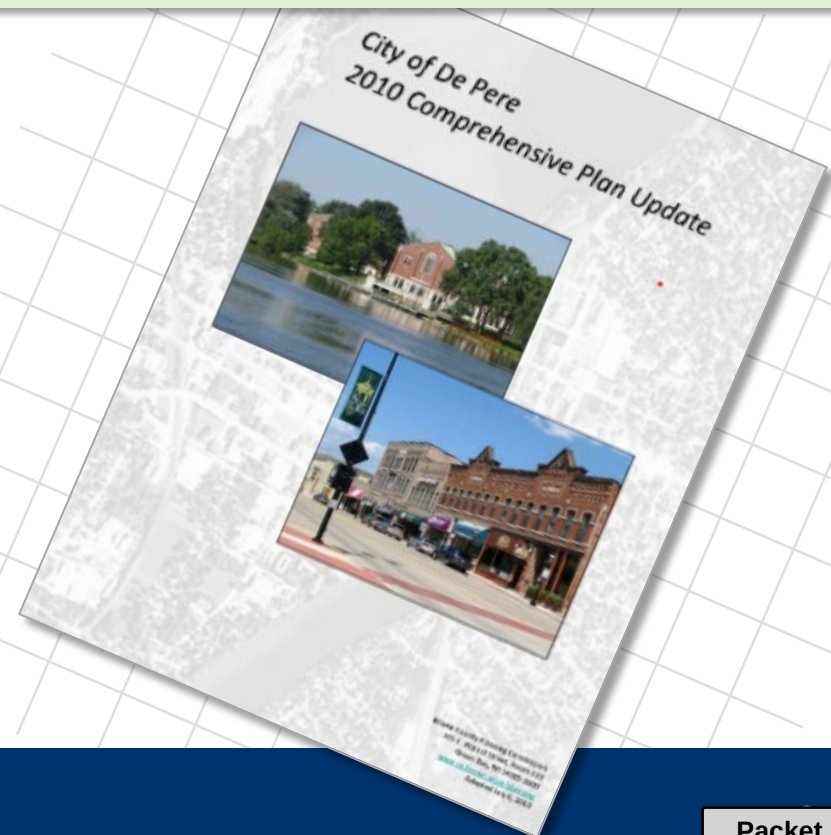
The Housing Chapter of the 2010 Comprehensive Plan recommended a series of interventions to improve housing conditions in De Pere. Several strategies were echoed in this Housing Needs Assessment. The Comprehensive Plan recommendations include the following:

IN PROGRESS:

- Applying for Community Development Block Grant monies for rehabilitation of distressed housing. *(Mostly implemented)*
- More design-compatible, housing in-fill in downtown. *(Ongoing)*
- Partnering with affordable housing developers in Wisconsin to construct affordable rental housing in De Pere. *(Limited by Census tracts)*
- Considering conservation districts, both environmental and historic.
- Adopting accessibility standards for mobility-challenged residents.
- Fostering neighborhood associations to advocate for local interests.

COMPLETE:

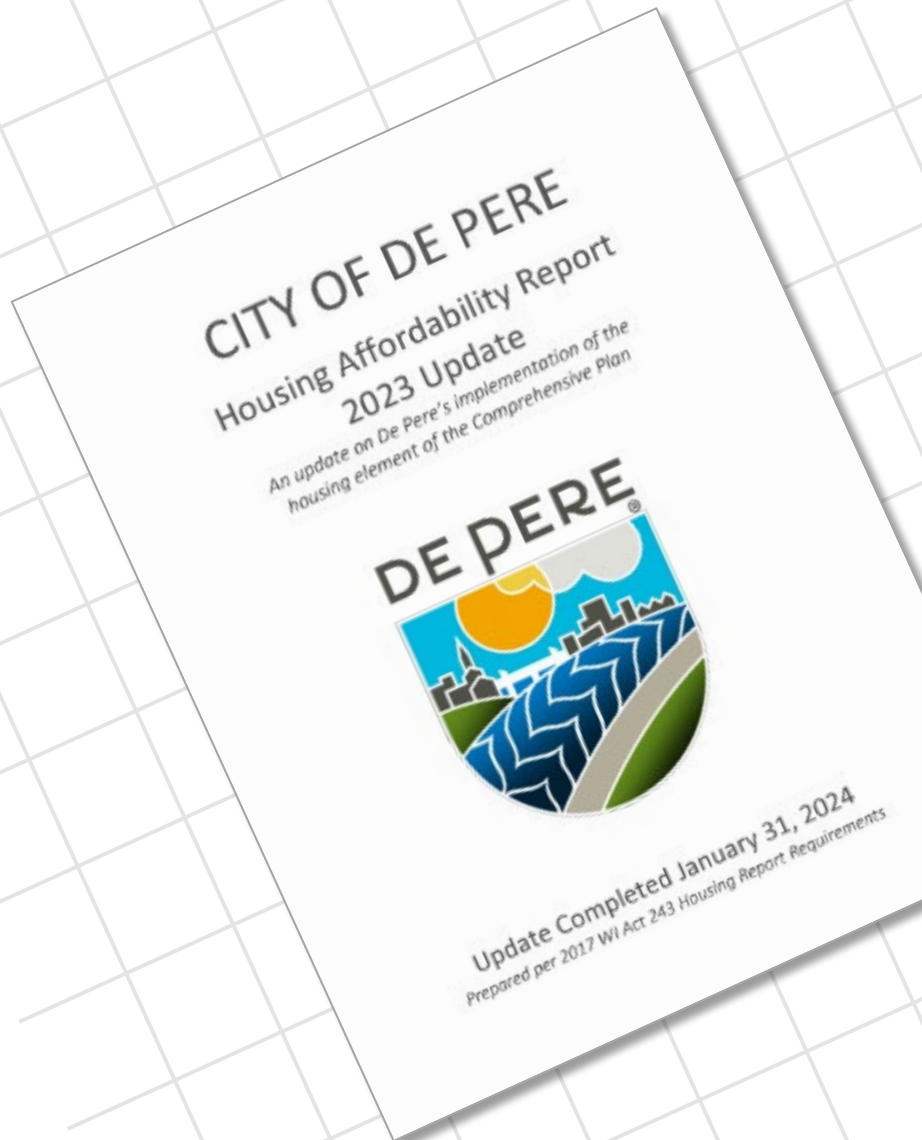
- Permitting smaller residential lot sizes. Building neighborhoods with varied types, sizes, and uses instead of monotype subdivisions.
- Allowing accessory dwelling units.
- Encouraging Planned Development District overlay zones for traditional neighborhood development.
- Mixing residential types in zones.



ADDITIONAL STUDIES SUMMARIES, CONTINUED

CITY OF DE PERE AFFORDABLE HOUSING REPORT: 2023 UPDATE

Per the 2017 WI Act 243 Housing Report Requirements, the City publishes an annual housing statistics and permits report. The 2023 update includes the following:



34

New single-family units at the Kingston Preserve

56

New single-family units across the city

1

New two-unit

546

Undeveloped acres are zoned for housing development in the city

323

Acres are suitable for residential but not currently zoned for it

KEY FINDINGS

KEY FINDINGS

1. After an 11% surge in population growth from 2000-2010, De Pere's population growth has slowed and is anticipated to stagnate over the next five years.
2. While commute times are reasonable for both residents and local workers, 89% of employees in De Pere commute into the city each workday, and only 15% of residents are employed locally.
3. De Pere has enjoyed 12% job growth over the last five years (nearly 3,000 new jobs), but the city will become increasingly reliant on commuters to fill those jobs in the future.
4. De Pere experienced a substantial surge in housing starts (19% growth) over the first decade of the century before significantly slowing down after the Great Recession (6%). Trends suggest minimal growth over the next five years (1.4%), but recent projects may signal more robust development activity in the city.
5. De Pere's home sales performance mirrors that of Brown County as a whole in terms of similar average sale price and time on the market.
6. Even though over a thousand rental units have been added to the market in De Pere in the last decade, the vacancy rate has stayed well below 5%, the national benchmark for a balanced rental market. Demand for rentals is still very strong in De Pere.
7. Over half of homeowners earn above 120% of the area median income, and over half of renters earn between 35% and 80% of the area median income.
8. Forty-four (44)% of senior renters and 29% of middle-aged renters (35-64) are housing cost-burdened, spending more than 30% of their income on rent.
9. De Pere needs an estimated 2,500 housing units over the next five years between the number of cost-burdened households and the increase in commuters. An additional 1,100 housing interventions could alleviate undesirable living conditions like overcrowding or obsolete facilities.
10. Survey respondents said cost was the top issue in both the housing and rental markets (61% and 63%). Those in the marketplace said they were surprised at the price of homes and rentals (57% and 80%).

Data tables and sources appear on following pages.



KEY FINDING #1

Total Population

Geography	Population					Percent Change			
	2000	2010	2020	2023	2028	2000-2010	2010-2020	2020-2023	2023-2028
City of De Pere	21,111	23,673	25,410	25,766	25,924	10.8%	7.3%	1.4%	0.6%
Brown County	226,778	248,007	268,740	274,271	278,407	8.6%	8.4%	2.1%	1.5%
Wisconsin	5,363,675	5,686,986	5,893,718	5,954,433	5,988,737	5.7%	3.6%	1.0%	0.6%
USA	281,421,906	308,745,538	331,449,281	337,470,185	342,640,129	8.8%	7.4%	1.8%	1.5%

Source: Esri

After an 11% surge in population growth from 2000 to 2010, De Pere's population growth has slowed and is anticipated to stagnate over the next five years. This projection is based on the prior decade's trend; however, with increased housing production, the City expects greater population growth.



KEY FINDING #2

In-Commuting and Out-Commuting, 2021, Primary Jobs

	Count	Share
Employed in City of De Pere	15,991	100%
Employed and Living in City of De Pere	1,702	11%
Employed in the Selection Area but Living Outside City of De Pere	14,289	89%
Living in City of De Pere	11,104	100%
Living and Employed in City of De Pere	1,702	15%
Living in the Selection Area but Employed Outside City of De Pere	9,402	85%

Note: The estimated share of workers who worked from home in the City of De Pere was 7.8% in 2021 and 9.7% in 2022 based on ACS data.

Source: Census OnTheMap

While commute times are reasonable for both residents and local workers, 89% of De Pere employees commute into the city each workday, and only 15% of residents are employed locally.



KEY FINDING #3

Total Jobs by Region, 2018-2023

Description	Jobs						% Change
	2018	2019	2020	2021	2022	2023	2018-2023
City of De Pere	24,174	25,076	24,784	26,942	27,305	27,140	12.3%
Brown County	171,128	171,533	163,394	165,371	169,070	169,696	-0.8%
Wisconsin	3,190,373	3,195,284	3,041,614	3,107,701	3,194,694	3,225,196	1.1%
USA	165,130,759	167,029,270	158,438,835	162,561,049	169,037,582	171,071,791	3.6%

Note: City of De Pere Data is represented by Zip Code 54115

Source: Lightcast

De Pere has enjoyed 12% job growth over the last five years (nearly 3,000 new jobs), but the city will become increasingly reliant on commuters to fill those jobs in the future.



KEY FINDING #4

De Pere experienced a substantial surge in housing starts (19% growth) over the first decade of the century before significantly slowing down to 6% after the Great Recession (Dec. 2007 – June 2009, National Bureau of Economic Research). Housing starts are projected to be minimal over the next five years (1.4%); however, recent developments may drive that trend higher.

Total Housing Units

Geography	Housing Units					Percent Change			
	2000	2010	2020	2023	2028	2000-2010	2010-2020	2020-2023	2023-2028
City of De Pere	8,173	9,722	10,305	10,523	10,670	19.0%	6.0%	2.1%	1.4%
Brown County	90,199	104,371	112,908	116,146	118,914	15.7%	8.2%	2.9%	2.4%
Wisconsin	2,321,144	2,624,358	2,727,726	2,776,757	2,816,860	13.1%	3.9%	1.8%	1.4%
USA	115,904,641	131,704,730	140,498,736	144,063,309	147,336,052	13.6%	6.7%	2.5%	2.3%

Source: Esri



New Housing Development in De Pere, WI

Year	Single-Family	Two-Family	Multi-Family	TOTAL
2020	54	3	40	97
2021	44	4	0	48
2022	23	6	0	29
2023	56	4	0	60
2024	30	0	16	46
TOTAL	207	17	56	280

Source: City of De Pere, WI

KEY FINDING #5

City of De Pere Single Family Housing Market Trends

Key Metrics	2023
Total Listings	221
Sell Price Volume	\$74,906,721
List Price Volume	\$73,847,694
Average Sell Price	<u>\$338,944</u>
Average List Prices	\$334,152
List to Sell Ratio	101%
Median Sell Price	\$317,900
Median List Price	\$309,900
Abosprtion: Avg Sales/Month	18
Months Supply of Inventory	3

Source: REALTORS Association of Northeast Wisconsin

Brown County Single Family Housing Market Trends

Key Metrics	2023
Total Listings	2,236
Sell Price Volume	\$783,574,892
List Price Volume	\$771,189,638
Average Sell Price	<u>\$350,435</u>
Average List Prices	\$344,896
List to Sell Ratio	102%
Median Sell Price	\$315,000
Median List Price	\$299,900
Abosprtion: Avg Sales/Month	186
Months Supply of Inventory	3

Source: REALTORS Association of Northeast Wisconsin

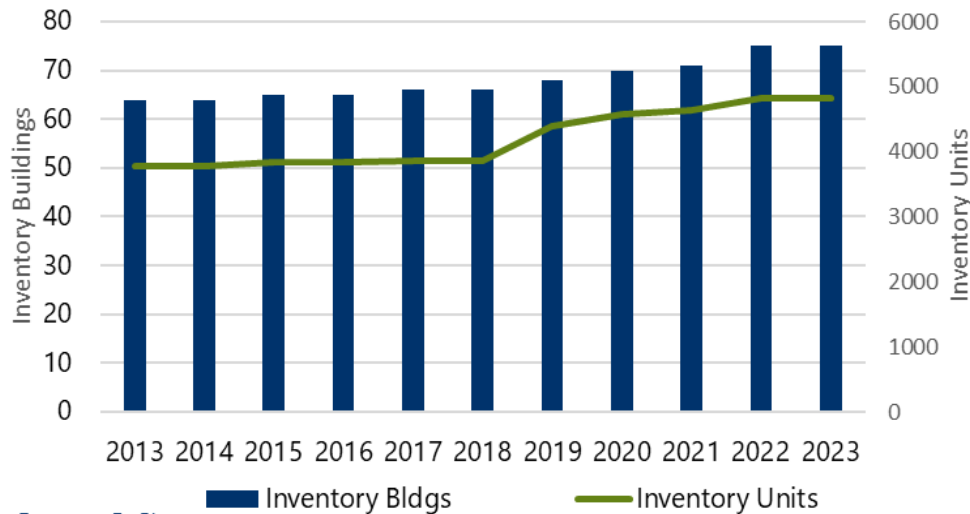
De Pere's home sales performance mirrors that of Brown County as a whole in terms of similar average sale prices and time on the market.



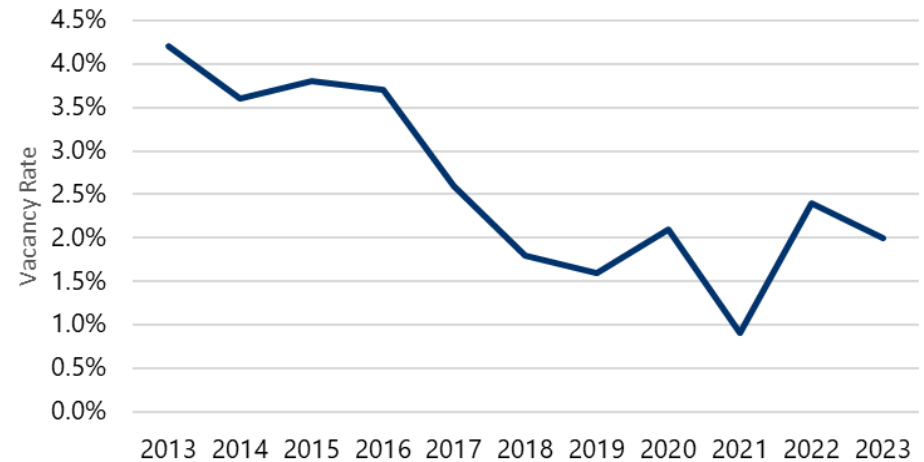
KEY FINDING #6

Even while adding over a thousand rental units to the market in De Pere in the last decade, the vacancy rate has stayed well below 5% (the national benchmark for a balanced rental market). Demand for rentals is still very strong in De Pere.

City of De Pere Multifamily Rental Inventory Trends



City of De Pere Multifamily Rental Vacancy



Properties added since 2013 include: 1380 Scheuring Rd, 2015, 60 Units; 102 N Broadway, 2017, 28 Units; 1299 Lear Ln, 2019, 283 Units; 3000 Quarry Park Dr, 2019, 250 Units; 3030-3036 Ryan Rd, 2020, 56 Units; 2205 Trellis Ridge Ln, 2020, 113 Units; 1314-1334 Copilot way, 2021, 76 Units; 525 N 10th St, 2022, 56 Units; 1257 Brayden Ln, 2022, 90 Units; 1749-1765 Garroman Dr, 2022 24 Units; and 295 Sabal Oak Dr, 2022, 8 Units.



KEY FINDING #7

Over half of homeowners earn above 120% of the area median income, and over half of renters earn between 35% and 80% of the area median income.

Total Households by Income Limits, De Pere, 2024

AMI Bracket	De Pere	
	Renter Households	Owner Households
Over 150% AMI	4%	35%
120% - 150% AMI	12%	19%
100% - 120% AMI	6%	11%
80% - 100% AMI	16%	9%
50% - 80% AMI	33%	15%
35% - 50% AMI	21%	4%
35% AMI and Under	8%	7%
Total	100%	100%

Source: American Community Survey 1-year Estimates Public Use Microdata Sample, Camoin Associates



KEY FINDING #8

Share of Households by Age of Householder that are Cost Burdened, 2022

Age	City of De Pere		
	All Occupied	Owner Occupied	Renter Occupied
15 to 24 years	32%	50%	22%
25 to 34 years	18%	14%	22%
35 to 64 years	17%	11%	29%
65 years or older	31%	26%	44%
Total	34%	38%	30%

Source: ACS 2022 5-year estimates

Forty-four (44)% of senior renters, 29% of middle-aged renters (35-64), and 26% of senior homeowners are housing cost-burdened, spending more than 30% of their income on rent.



KEY FINDING #9

De Pere needs an estimated 2,500 housing units over the next five years between the number of cost-burdened households and the increase in commuters. An additional 1,100 housing interventions (either a new unit or an addition, for example) could alleviate undesired living conditions.

Primary Measures of City of De Pere Current Housing Needs

	Total Occupied	Owner Occupied	Renter Occupied
Cost Burdened Households	2,161	1,099	1,062
Displaced Commuters	417	313	104
Total Primary Housing Need	2,578	1,412	1,166

Note: Displaced Commuters are individuals not households

Source: Camoin Associates

Additional Sources of Current Housing Need

	Total Occupied	Owner Occupied	Renter Occupied
Substandard Housing	22	17	6
Overcrowded Households	234	176	59
Obsolete Housing	29	22	7
Underhoused Residents (Aged 18-34)	885	221	664
Total Additional Need	1,170	435	735

Note: Underhoused Residents are individuals not households, categories are not mutually exclusive as the same household may be overcrowded and obsolete

Source: Camoin Associates



KEY FINDING #10

Survey respondents said cost was the top issue in both the housing and rental markets (61% and 63%). Those in the marketplace said they were surprised at the price of homes and rentals (57% and 80%).

QUESTION 05 | MULTIPLE CHOICE

What do you think are the top HOMEOWNER issues in De Pere?

Select up to three.

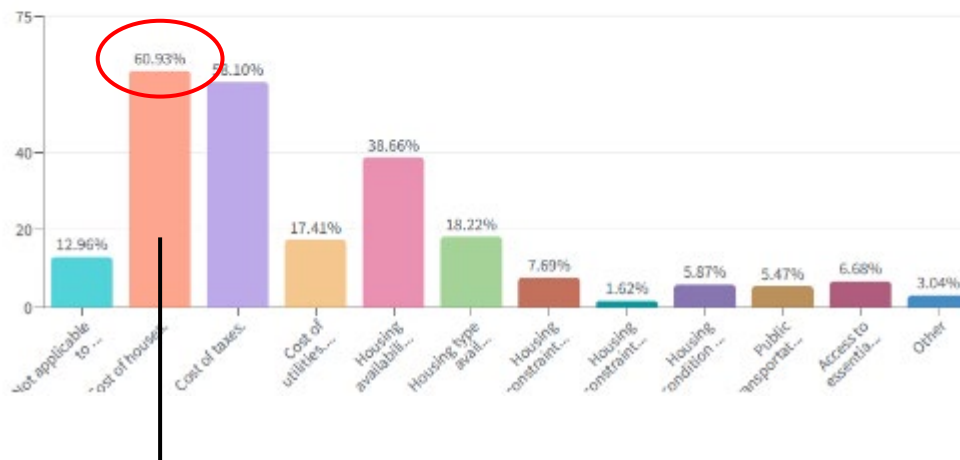
Answered: 494 Skipped: 4

QUESTION 04 | MULTIPLE CHOICE

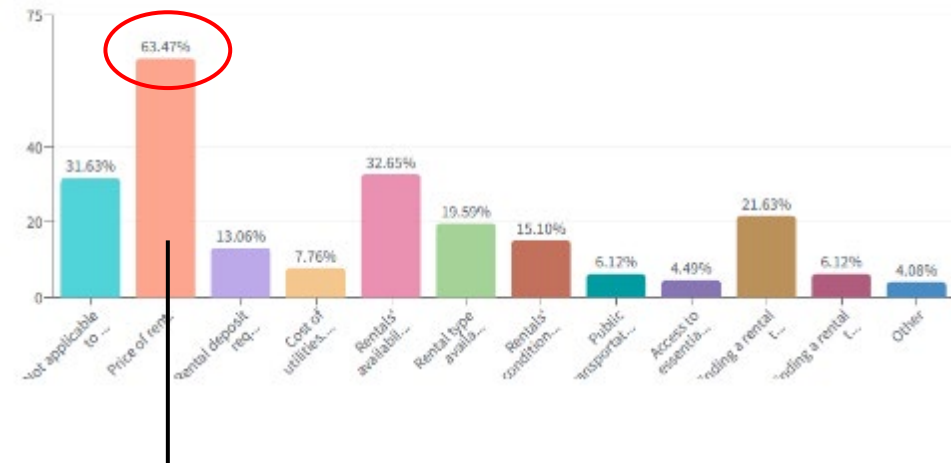
What do you think are the top RENTAL issues in De Pere?

Select up to three.

Answered: 490 Skipped: 8



Cost of houses



Price of rent

Full results of public survey found in Addendum



GOALS & STRATEGIES

GOALS

Goal 1: Increase Rental Production

RATIONALE: Despite the robust construction of apartments over the last decade, demand continues to outstrip supply, driving rental prices higher and increasingly burdening tenants with fixed incomes (like seniors).

Goal 2: Increase Housing Options

RATIONALE: While De Pere's housing market is performing similarly to the rest of Brown County, De Pere's job growth is increasingly reliant on commuters. Diversifying housing price points and types will allow more local workers to live in De Pere.



STRATEGIES

GOAL 1 | Increase Rental Production

THE RATIONALE Despite the robust construction of apartments over the last decade, demand continues to outstrip supply, driving rental prices higher and increasingly burdening tenants with fixed incomes (like seniors).

THE NEED Camoin Associates has calculated demand for almost **1,200** new apartments over five years, with over **1,100** of those units being affordable for tenants earning 80% or less of Area Median Income (AMI). With **695** units affordable to 80% of median household incomes around \$63,000 and 50% of AMI close to \$40,000, these rentals would serve local entry-level and front-line employees. The **427** units needed for “Extremely Low” percent of AMI likely reflect seniors on a fixed income.

Primary Sources of Need: De Pere Household Affordable Price Points by AMI

AMI Bracket	Income Level	Total Renter Housing Units Needed	Maximum Affordable Rent	Total Owner Housing Units Needed	Maximum Affordable Home
Over 150% AMI	\$117,600+	8	\$2,940+	50	\$373,300+
150% AMI	\$117,600	18	\$2,940	50	\$373,300
120% AMI	\$94,080	3	\$2,352	59	\$298,900
100% AMI	\$78,400	16	\$1,960	105	\$248,900
Low (80% AMI)	\$62,750	96	\$1,569	388	\$198,900
Very Low (50% AMI)	\$39,200	599	\$980	289	\$124,400
Extremely Low	\$23,550	427	\$589	471	\$74,400

Note: Primary Sources of Need include: Cost-burdened and Displaced Workers.

Note: Max rent is based on 30% of income going towards rent, Max affordable home calculation is based on interest rates as of May 1, 2024 and a 10% down payment, Income Level is based on the AMI bracket for 2 Person Households.

Source: US Department of Housing and Urban Development, Camoin Associates



STRATEGIES

GOAL 1 | Increase Rental Production

HOW TO GET THERE To achieve the **1,100** rental units needed for low to moderate-income in De Pere in the next five years, spurring production and enticing affordability will be critical.

Strategy 1.1: *Establish designated Growth Areas for new construction. These sites should include large, clear parcels with access to public sewer and water utilities. Growth Areas would require density (rather than simply allowing it), perhaps with minimum unit counts per acre.*

Strategy 1.2: *Advertise a list of Opportunity Sites where the City is interested in partnering on development. In consultation with the Plan Commission and City Council, publish a list of Opportunity Sites in De Pere of private and public land where the City is interested in partnering for targeted development. These could be priority areas for Tax Increment Financing or other leverages. The list may prompt conversations about development on land not currently on the market.*



STRATEGIES

GOAL 1 | Increase Rental Production, Continued

Strategy 1.3: Implement density bonuses for affordability. Allow a multiplied factor for each unit offered at an affordable price point. Dimensional limits would need to be flexible for density bonuses in some cases.

Strategy 1.4: Provide City land or build infrastructure in exchange for affordability deeds. Examine the cost-benefit of the City donating land or building out all of the supporting infrastructure (roads, utilities, sidewalks, street trees, etc.) in exchange for 99-year affordability deeds within the development.

Strategy 1.5: Finance backyard cottages with affordability deeds. Accessory dwelling units like backyard cottages are expensive to build and difficult to finance due to a lack of comps and collateral. Consider bonding for a revolving loan fund to finance the construction of new backyard cottages that accept an affordability deed.



STRATEGIES

GOAL 2 | Increase Housing Options

RATIONALE While De Pere's housing market is performing similarly to the rest of Brown County, De Pere's job growth is increasingly reliant on commuters. Diversifying housing price points and types will allow more local workers to live in De Pere.

THE NEED Camoin Associates estimates housing demand to be over **1,100** units in the City of De Pere. However, we consider it financially infeasible to construct *any* new housing below a \$200,000 selling price without significant subsidies. Some niche organizations like Habitat for Humanity can accomplish this, but not in the estimated demand numbers. As such, we recommend focusing on housing prices affordable to 80%-120% AMI by encouraging smaller houses in new subdivisions.

Home Affordability Gap: Housing Prices and Income Levels in De Pere

Income Gap	City of De Pere
Median Sale Price	\$317,900
Down Payment of 10%	\$31,790
Loan Amount	\$286,110
Principal and Interest Payment	\$2,005
Estimated Insurance/Taxes/Utilities Per Month	\$501
Total Monthly Payment	\$2,507
Household Income Threshold	\$100,260
Median Household Income	\$75,151
Income Gap	\$25,109

Primary Sources of Need:

AMI Bracket	Income Level	Total Owner Housing Units Needed	Maximum Affordable Home
Over 150% AMI	\$117,600+	50	\$373,300+
150% AMI	\$117,600	50	\$373,300
120% AMI	\$94,080	59	\$298,900
100% AMI	\$78,400	105	\$248,900
Low (80% AMI)	\$62,750	388	\$198,900
Very Low (50% AMI)	\$39,200	289	\$124,400
Extremely Low	\$23,550	471	\$74,400



STRATEGIES

GOAL 2 | Increase Housing Options

HOW TO GET THERE To approach the **552** houses needed for households earning between 80%-120% AMI, the City must focus on smaller houses on smaller lots. Land costs and utility/road installation contribute considerably to housing prices, so encouraging more units per subdivision may make prices more approachable.

Strategy 2.1: *Rezone future residential areas with housing count minimums. While zoning may allow Traditional Neighborhood Development in some areas, make it the sole option in targeted areas.*

Strategy 2.2: *Allow for gentle density in existing neighborhoods. Consider permitting duplexes and conversions to two-family homes in all single-family zones. The buildings appear in size and mass as a single house, but each half sells for a considerably lower price point.*

Strategy 2.3: *Partner in “rent-to-own” models. Rent-to-own can help first-time homebuyers amass credit toward a downpayment or equity in a house before assuming a mortgage after a set number of payments. Rent-to-own usually requires seller financing. The City could leverage a public land sale in exchange for a seller-financed development. The City could also bond for a revolving loan fund to finance the rental period. In each case, the City should seek contractual restrictions on re-selling only to first-time homebuyers.*



STRATEGIES

GOAL 2 | Increase Housing Options, Continued

Strategy 2.4: Using land leases for affordability. *The City might donate or sell land at a discount to a mission-based organization that will lease lots to homeowners in perpetuity to remove land costs from development costs. Deducting land costs reduces construction costs but also limits the market of prospective buyers who want to lease their land, thus suppressing price points. This business model is similar to a mobile home park, except a mission-based organization manages it.*

Strategy 2.5: Let developers price out road construction to City standards. *To ensure price competition and potentially reduce costs for new construction, developers should be allowed to seek private bids to build new roads to city specifications. While this does not guarantee savings are passed on to buyers, it does factor into the costs needed to be recouped by the developer when selling.*



An aerial photograph of a suburban neighborhood, showing a mix of residential houses, trees, and a baseball field. The image is overlaid with a semi-transparent green filter. The text "ADDENDUM: DATA REPORTS & SURVEY RESULTS" is centered in white, bold, sans-serif font.

ADDENDUM: DATA REPORTS & SURVEY RESULTS

An aerial photograph of a city, likely St. Louis, Missouri, showing a river, various buildings, and a bridge. The image is overlaid with a dark blue filter. The text "DEMOGRAPHIC & SOCIOECONOMIC DATA" is centered over the image in a large, white, sans-serif font.

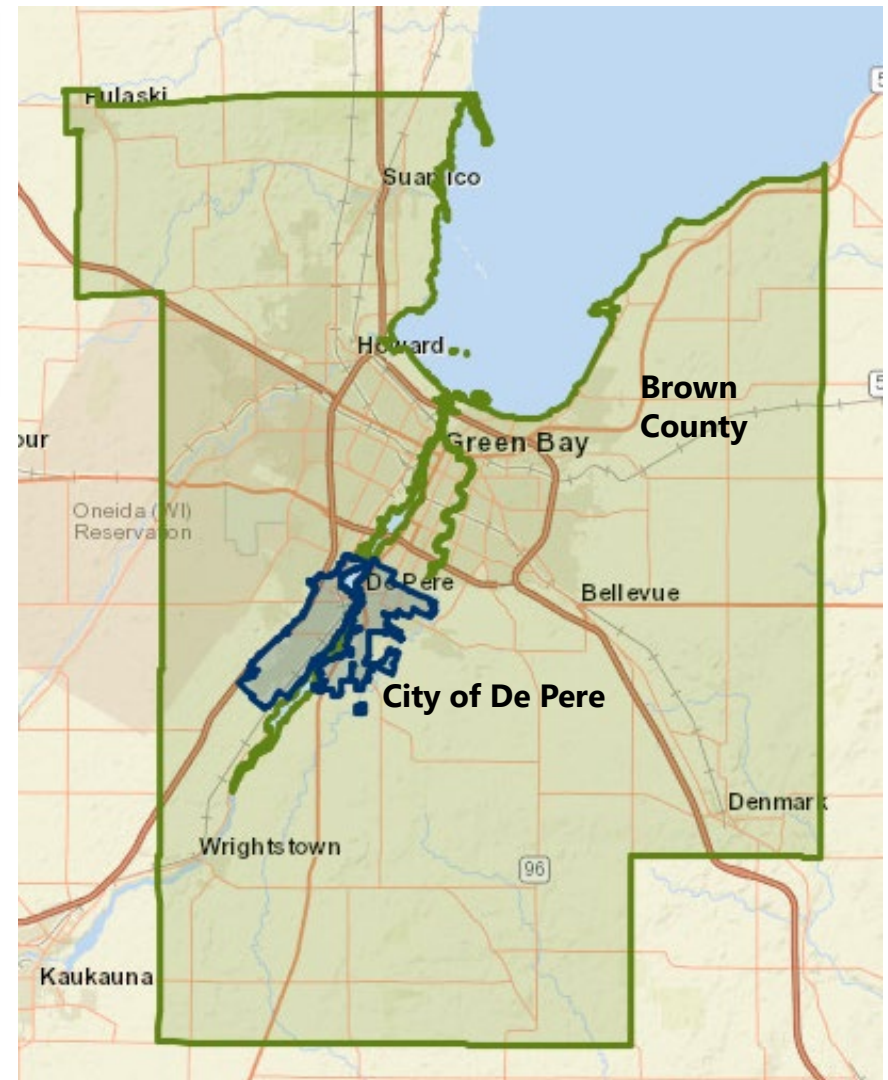
DEMOGRAPHIC & SOCIOECONOMIC DATA

STUDY AREA GEOGRAPHIES

The analysis in this report will focus on four key geographies: the City of De Pere, Brown County, the State of Wisconsin, and the US. Due to data availability, certain industry and employment data will be pulled for the De Pere ZIP Code (54115) instead of the City of De Pere.



Source: Esri



Source: Esri

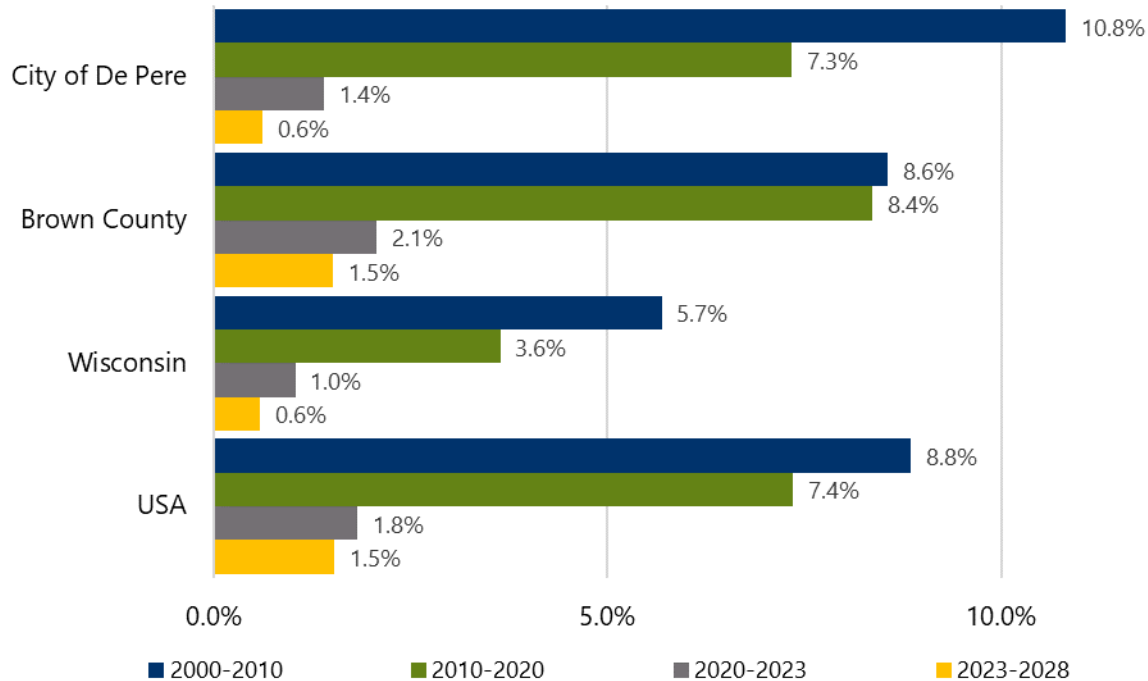
POPULATION TOTALS

Total Population

Geography	Population					Percent Change			
	2000	2010	2020	2023	2028	2000-2010	2010-2020	2020-2023	2023-2028
City of De Pere	21,111	23,673	25,410	25,766	25,924	10.8%	7.3%	1.4%	0.6%
Brown County	226,778	248,007	268,740	274,271	278,407	8.6%	8.4%	2.1%	1.5%
Wisconsin	5,363,675	5,686,986	5,893,718	5,954,433	5,988,737	5.7%	3.6%	1.0%	0.6%
USA	281,421,906	308,745,538	331,449,281	337,470,185	342,640,129	8.8%	7.4%	1.8%	1.5%

Source: Esri

Percent Change in Total Population by Years



Source: Esri

The total population in the City of De Pere was 25,766 in 2023.

The city's population increased from 2000 to 2010, 2010 to 2020, and 2020 to 2023, which aligns with the broader state of Wisconsin trends but is lower than the county and national growth.

The city's population is projected to increase again by 0.6% from 2023 to 2028, following the same trend at the state level.



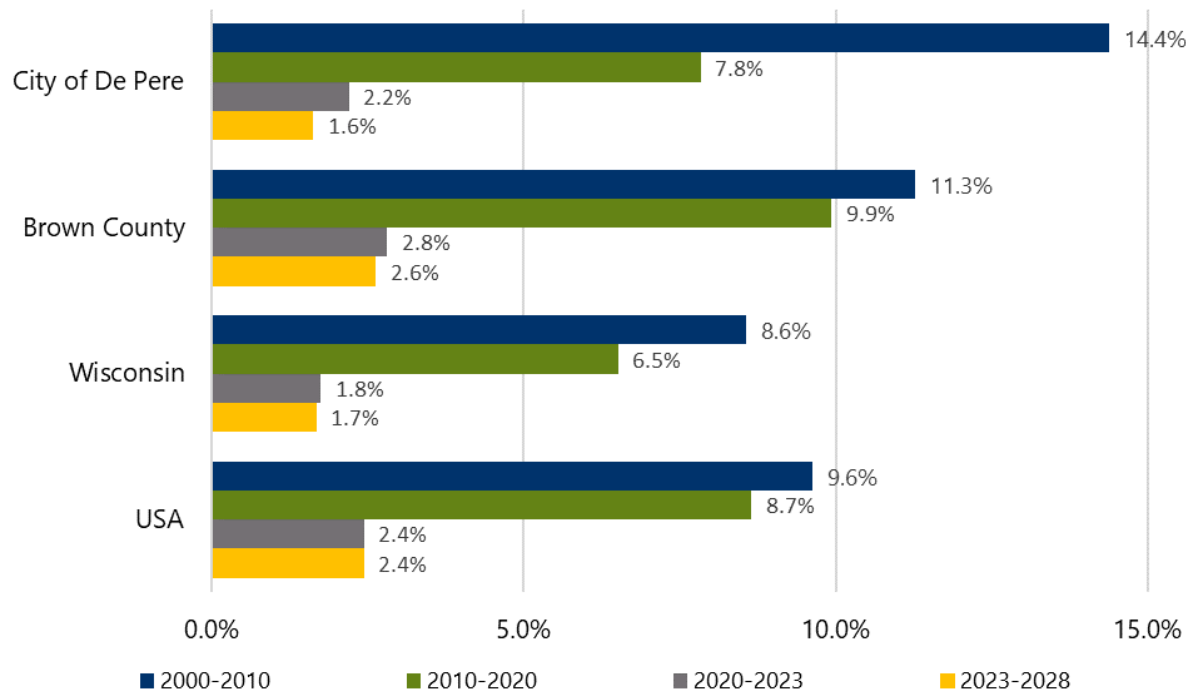
HOUSEHOLD TOTALS

Total Households

Geography	Households					Percent Change			
	2000	2010	2020	2023	2028	2000-2010	2010-2020	2020-2023	2023-2028
City of De Pere	7,917	9,247	9,972	10,192	10,358	14.4%	7.8%	2.2%	1.6%
Brown County	87,295	98,383	108,156	111,208	114,146	11.3%	9.9%	2.8%	2.6%
Wisconsin	2,084,544	2,279,768	2,428,361	2,471,124	2,512,736	8.6%	6.5%	1.8%	1.7%
USA	105,480,101	116,716,292	126,817,580	129,917,449	133,099,006	9.6%	8.7%	2.4%	2.4%

Source: Esri

Percent Change in Total Households by Years



Source: Esri

The City of De Pere had a total of 10,192 households in 2023.

The city and all comparison geographies saw households increase from 2000 to 2010, 2010 to 2020, and 2020 to 2023.

The city's households are projected to increase by 166 households or 1.6%, higher than the population growth of 0.6%.



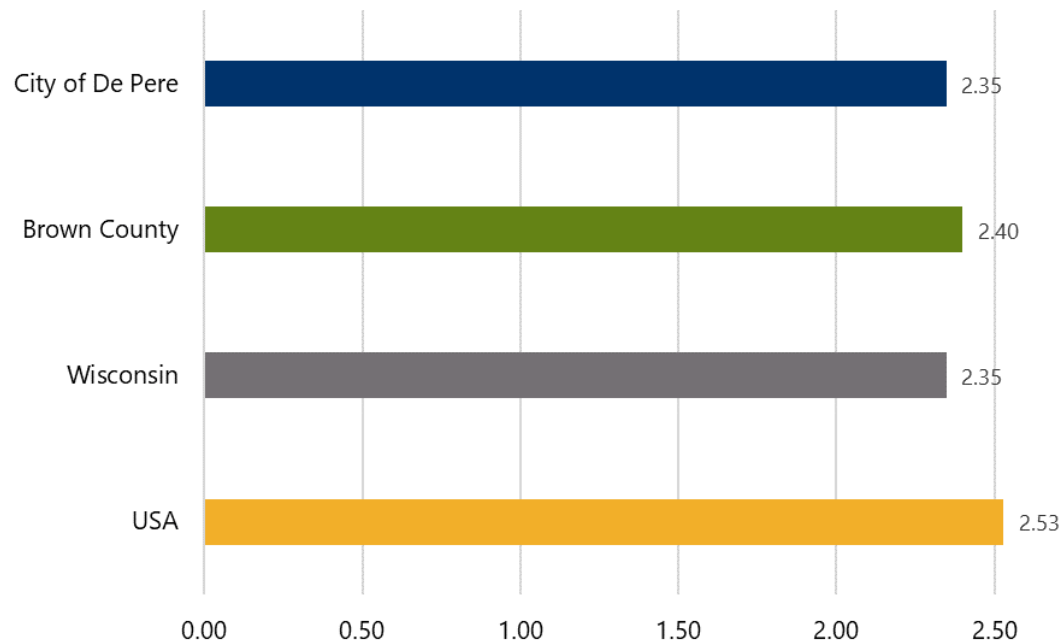
AVERAGE HOUSEHOLD SIZE

Average Household Size

Geography	Household Size					Percent Change	
	2000	2010	2020	2023	2028	2000-2020	2010-2020
City of De Pere	2.47	2.38	2.37	2.35	2.33	-4.0%	-0.4%
Brown County	2.51	2.45	2.42	2.40	2.38	-3.6%	-1.2%
Wisconsin	2.50	2.43	2.36	2.35	2.32	-5.6%	-2.9%
USA	2.59	2.58	2.55	2.53	2.51	-1.5%	-1.2%

Source: Esri

Average Household Size, 2023



Source: Esri

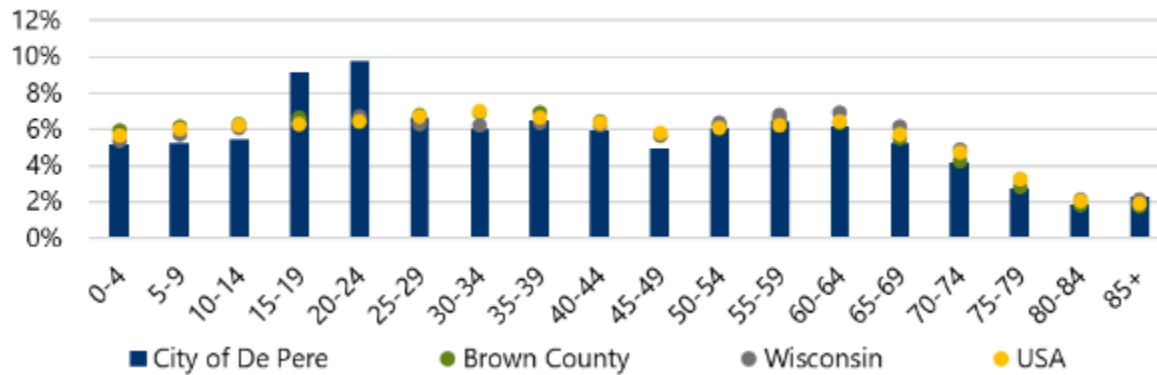
The average household size is smaller in the City of De Pere (2.35) than in the county (2.40) and nation (2.53), but it is the same as in the state (2.35).

Average household size has decreased in all geographies over the last two decades.



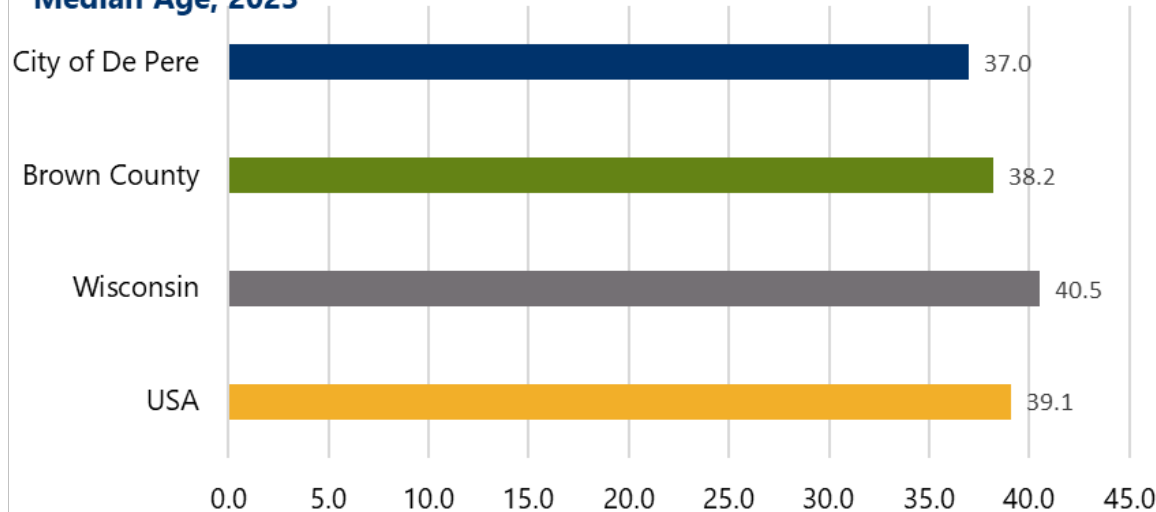
MEDIAN AGE AND AGE DISTRIBUTION

Age Distribution, 2023



Source: Esri

Median Age, 2023



Source: Esri

The median age in the City of De Pere (37.0) is lower than in the county (38.2), state (40.5), and nation (39.1).

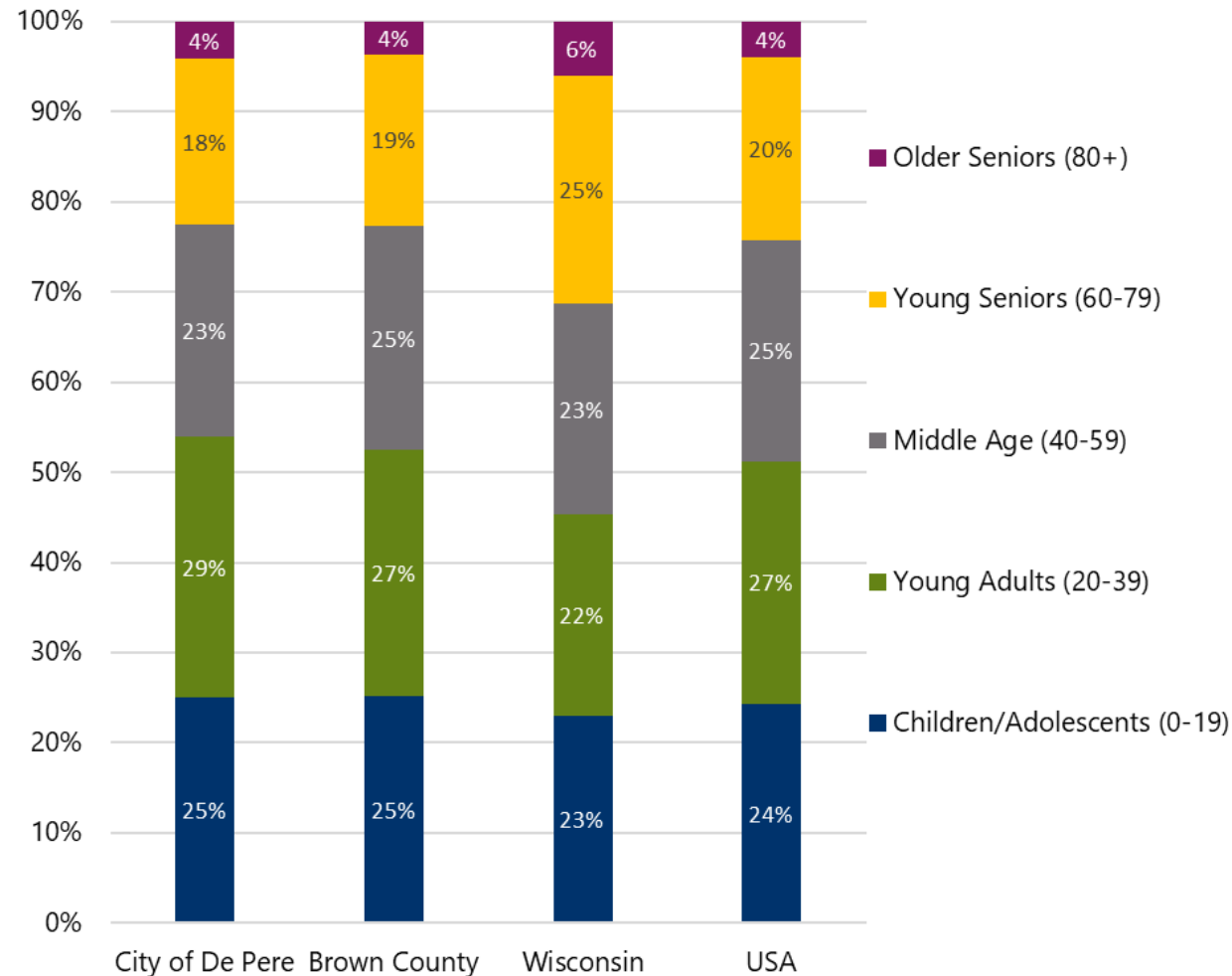
The age distribution is more heavily swayed toward young adults than middle-aged or seniors in the City of De Pere.

The skew towards the 15-24 year-old population can be partially explained by the presence of St. Norbert College, which is located in the City of De Pere.



AGE DISTRIBUTION BY COHORT

Age Distribution by Cohort, 2023



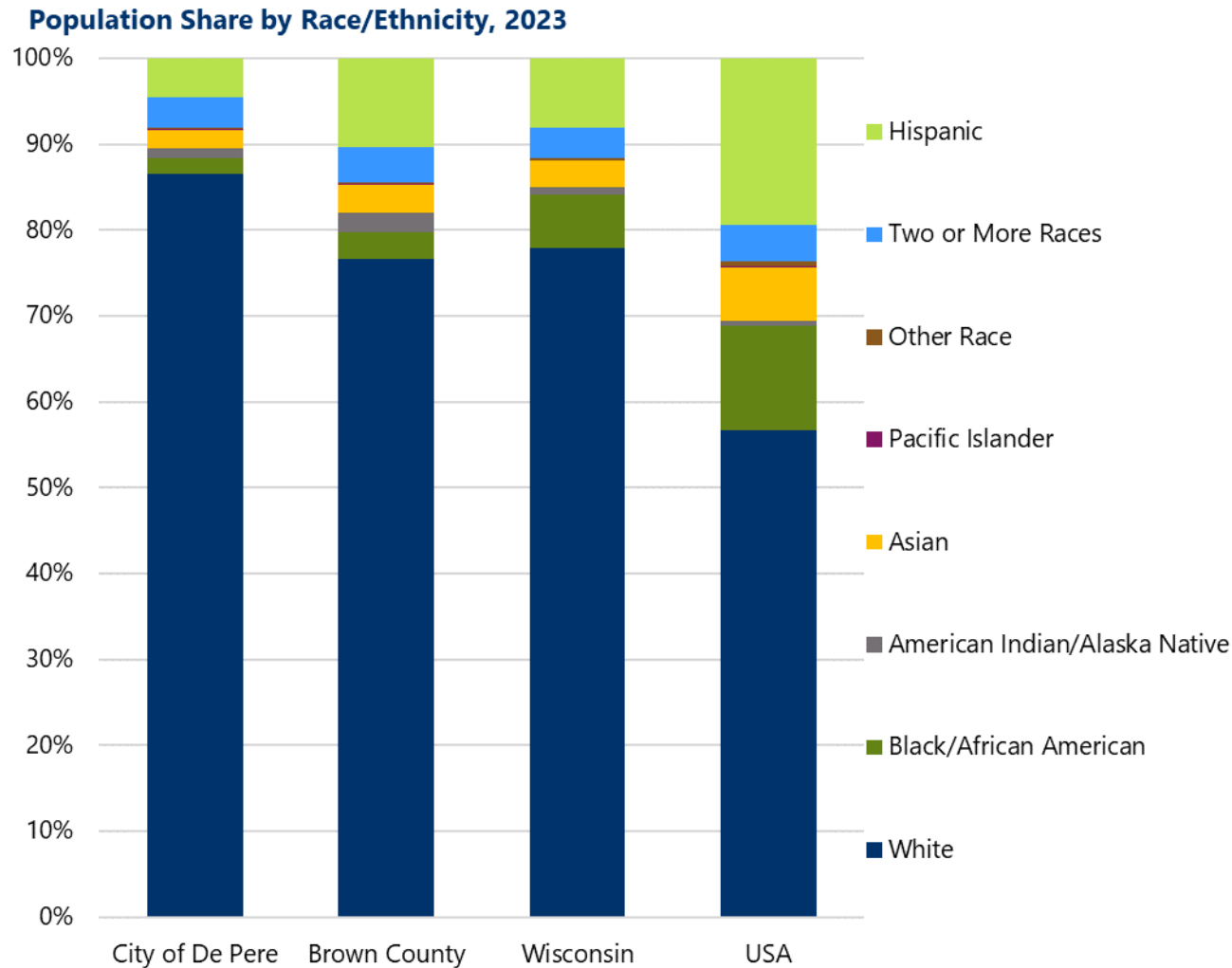
Source: Esri

Over 54% of De Pere's population is under 40.

The city has a lower share of its population Young Seniors cohort compared to the comparison geographies.



POPULATION BY RACE AND ETHNICITY



Note: Categories are mutually exclusive

Source: Esri

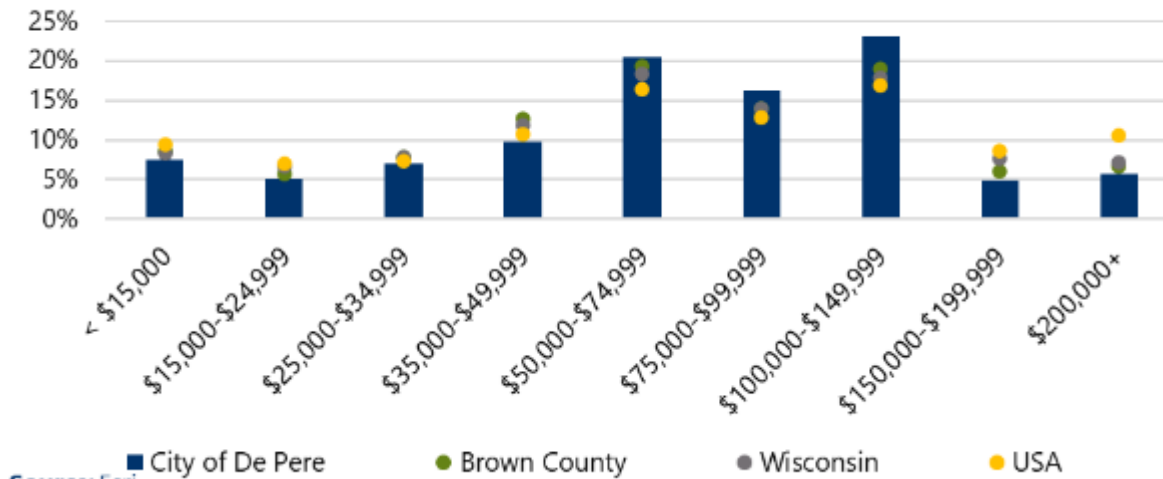
The City of De Pere's population is predominately white, with the next highest share of race/ethnicity being the Hispanic population.

The city has a smaller share of the population of racial and/or ethnic groups other than white than any of the comparison geographies.



MEDIAN HOUSEHOLD INCOME AND DISTRIBUTION

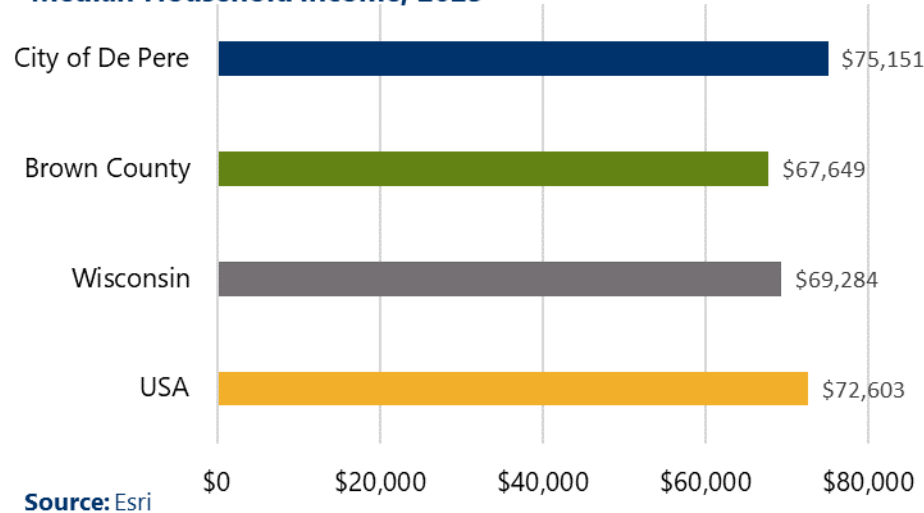
Household Income Distribution, 2023



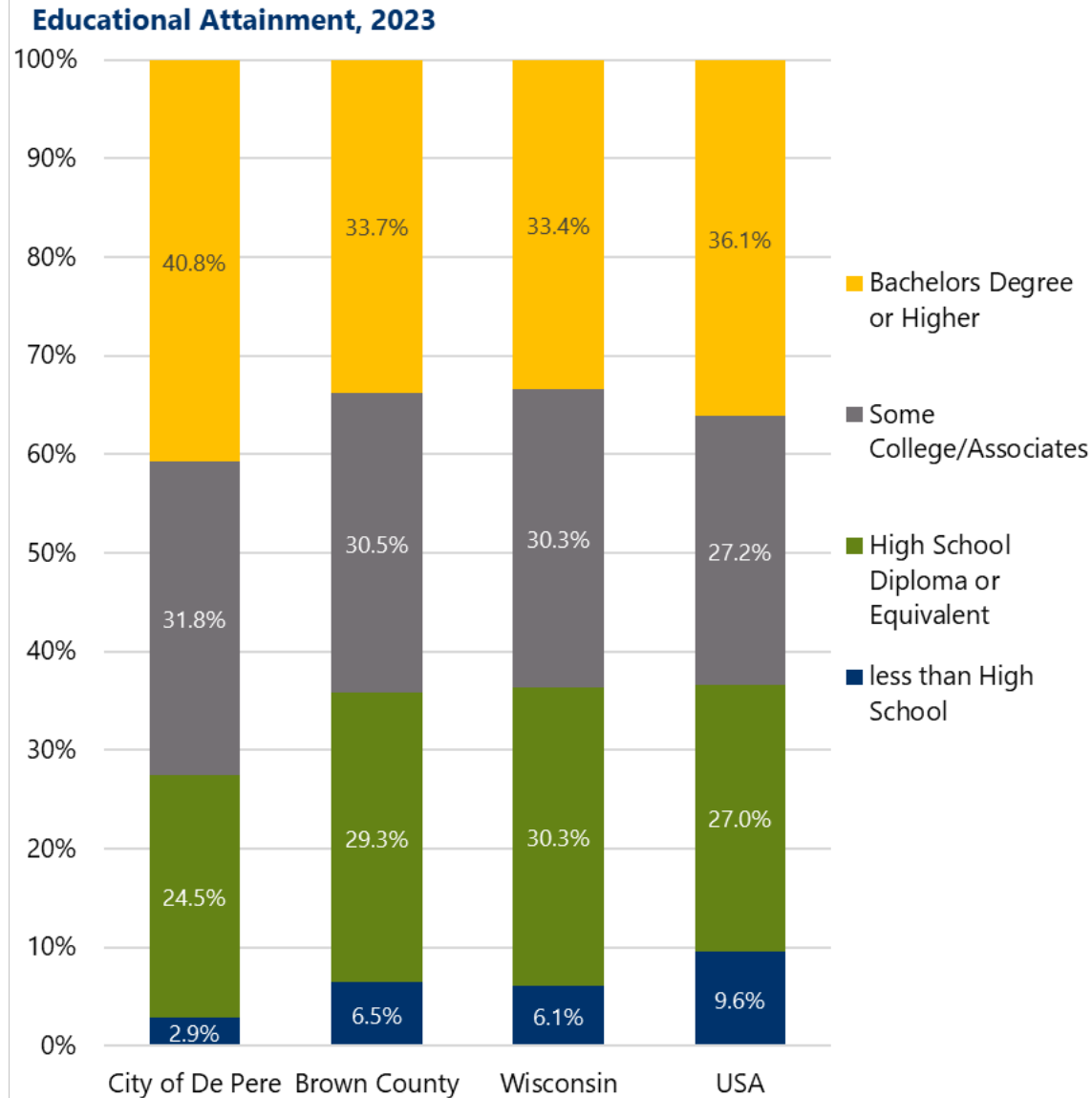
The median household income is higher in the City of De Pere (\$75,151) than it is in the county (\$67,649), the state (\$69,284), and the nation (\$72,603).

The income distribution is most heavily swayed to households making between \$50,000 and \$150,000, with lower shares making less than \$50,000 and more than \$150,000.

Median Household Income, 2023



EDUCATIONAL ATTAINMENT BY COHORT



Source: Esri

The City of De Pere has a higher share of its population with a Bachelor's Degree or higher than any of the comparison geographies.

The city has a lower share of its population with less than a high school diploma compared to the comparison geographies.



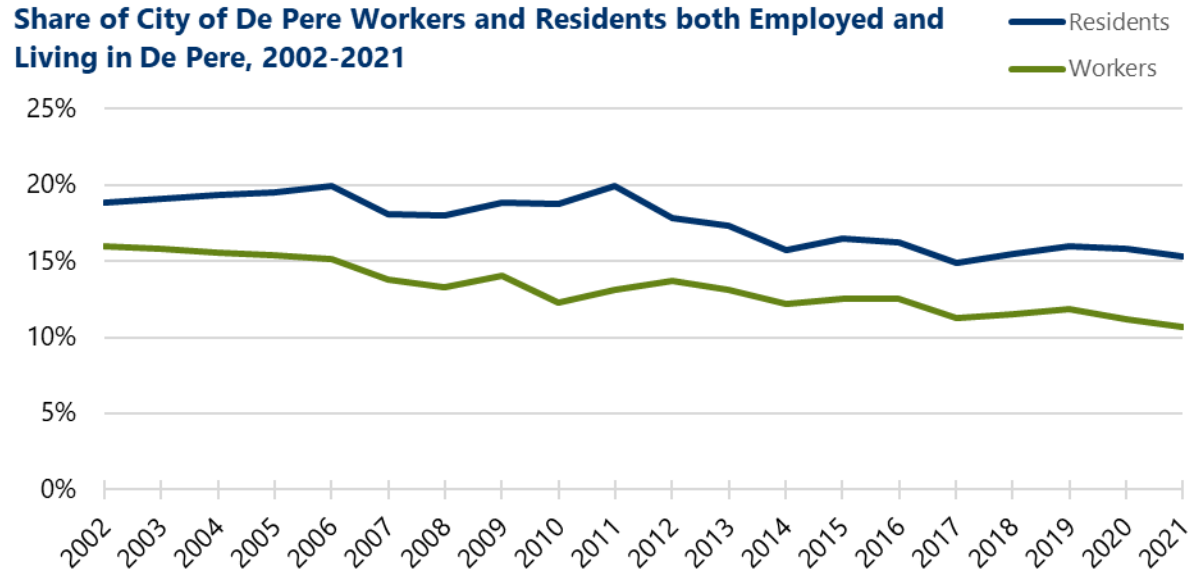
COMMUTING PATTERNS

In-Commuting and Out-Commuting, 2021, Primary Jobs

	Count	Share
Employed in City of De Pere	15,991	100%
Employed and Living in City of De Pere	1,702	11%
Employed in the Selection Area but Living Outside City of De Pere	14,289	89%
Living in City of De Pere	11,104	100%
Living and Employed in City of De Pere	1,702	15%
Living in the Selection Area but Employed Outside City of De Pere	9,402	85%

Source: Census OnTheMap

Share of City of De Pere Workers and Residents both Employed and Living in De Pere, 2002-2021



Source: Census OnTheMap

The City of De Pere is a net importer of workers.

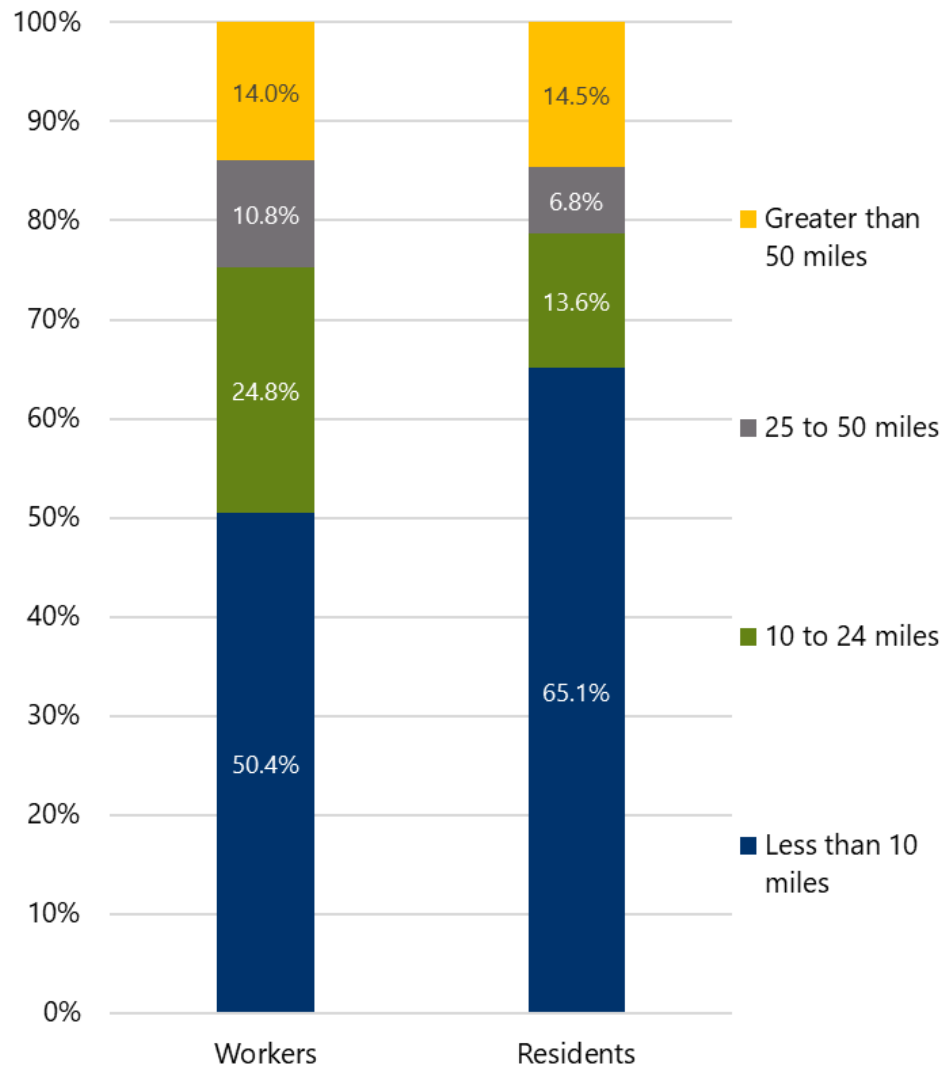
The share of workers and residents who are both employed and living in the city has decreased since 2002.

This indicates that both workers and residents are relocating to other areas outside of De Pere.



COMMUTING PATTERNS

Commuting Distance City of De Pere Residents and Workers, Primary Jobs, 2021



Source: Census OnTheMap

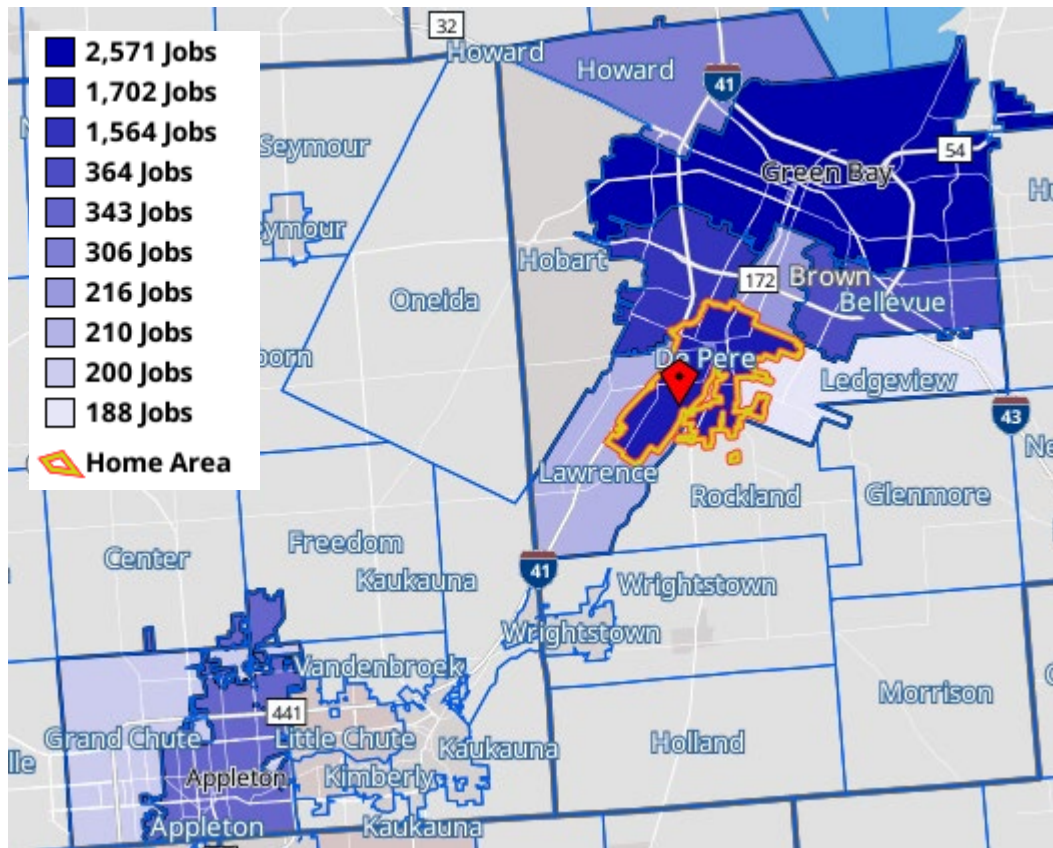
Workers in De Pere have longer commute times than residents of De Pere.

21.3% of residents and 24.8% of workers commute more than 25 miles to work.



WHERE DE PERE RESIDENTS WORK

Green Bay, Ashwaubenon, Bellevue, and Appleton are the top locations outside of the city where De Pere residents work, and when combined with De Pere itself, they comprise 59% of the locations where residents work.



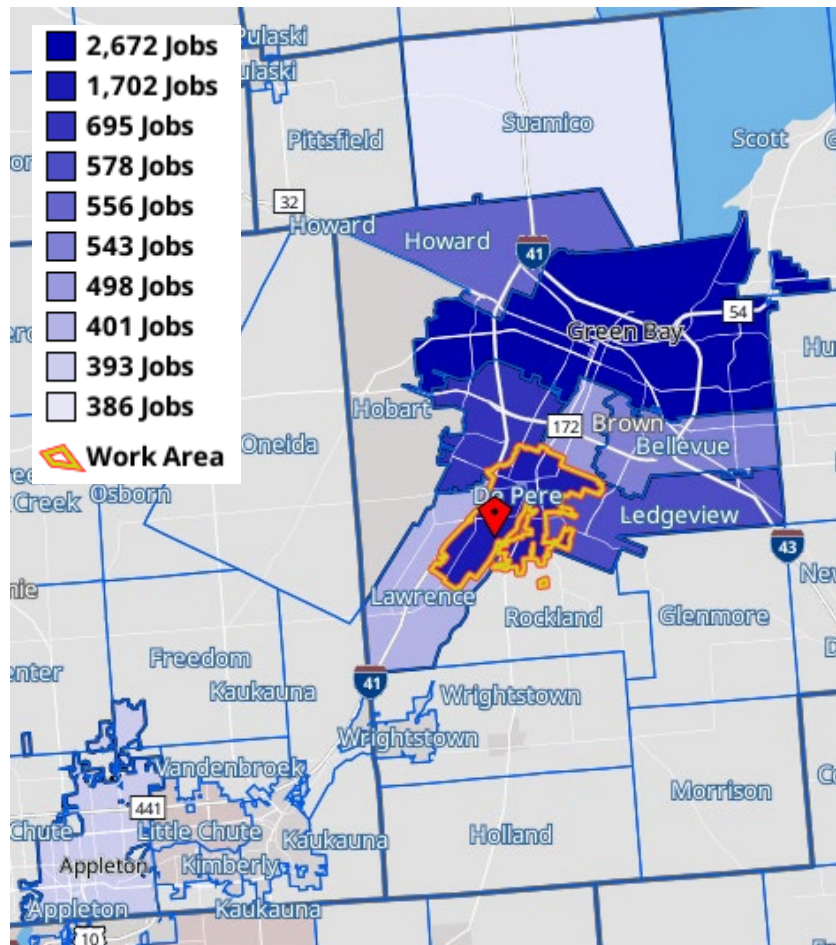
Where City of De Pere Residents Work, 2021, Primary Jobs

City/Town	Count	Share
Green Bay city (Brown, WI)	2,571	23%
De Pere city (Brown, WI)	1,702	15%
Ashwaubenon village (Brown, WI)	1,564	14%
Bellevue village (Brown, WI)	364	3%
Appleton city (Outagamie, WI)	343	3%
Howard village (Brown, WI)	306	3%
Allouez village (Brown, WI)	216	2%
Lawrence town (Brown, WI)	210	2%
Grand Chute town (Outagamie, WI)	200	2%
Ledgeview town (Brown, WI)	188	2%
All Other Locations	3,440	31%
Total Primary Jobs	11,104	100%

Source: Census OnTheMap

WHERE DE PERE WORKERS LIVE

Green Bay, Ashwaubenon, Ledgeview, and Howard are the top locations where the De Pere workers live, and combined with De Pere itself, represent 39% of where workers live.



Where City of De Pere Workers Live, 2021, Primary Jobs

City/Town	Count	Share
Green Bay city (Brown, WI)	2,672	17%
De Pere city (Brown, WI)	1,702	11%
Ashwaubenon village (Brown, WI)	695	4%
Ledgeview town (Brown, WI)	578	4%
Howard village (Brown, WI)	556	3%
Bellevue village (Brown, WI)	543	3%
Allouez village (Brown, WI)	498	3%
Lawrence town (Brown, WI)	401	3%
Appleton city (Outagamie, WI)	393	2%
Suamico village (Brown, WI)	386	2%
All Other Locations	7,567	47%
Total Primary Jobs	15,991	100%

Source: Census OnTheMap

JOBS TOTALS

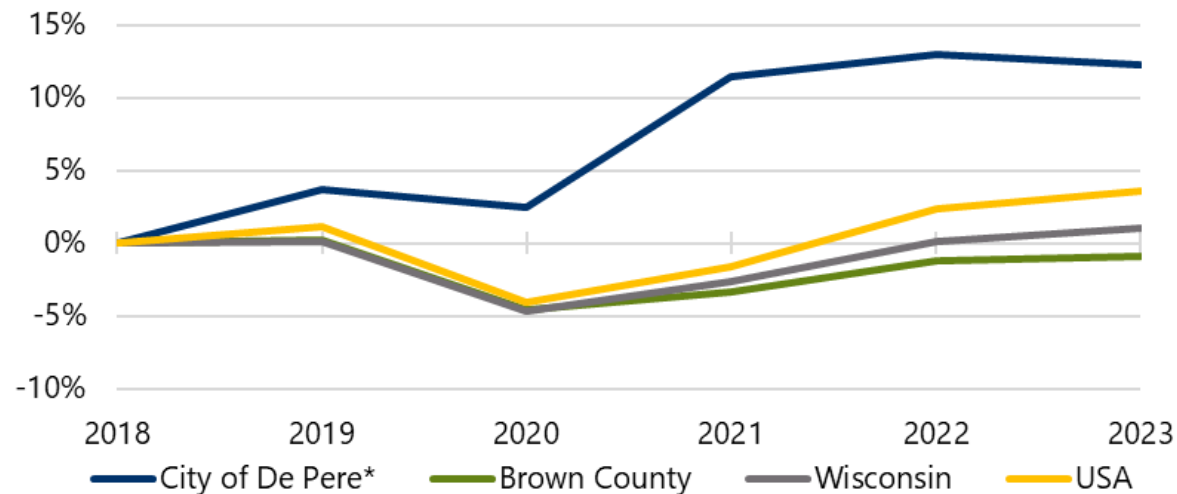
Total Jobs by Region, 2018-2023

Description	Jobs						% Change
	2018	2019	2020	2021	2022	2023	2018-2023
City of De Pere	24,174	25,076	24,784	26,942	27,305	27,140	12.3%
Brown County	171,128	171,533	163,394	165,371	169,070	169,696	-0.8%
Wisconsin	3,190,373	3,195,284	3,041,614	3,107,701	3,194,694	3,225,196	1.1%
USA	165,130,759	167,029,270	158,438,835	162,561,049	169,037,582	171,071,791	3.6%

Note: City of De Pere Data is represented by Zip Code 54115

Source: Lightcast

Cumulative Percent Job Change by Region, 2018-2023



Source: Lightcast

In 2023, the City of De Pere had 27,140 total jobs.

Jobs increased through 2019 before falling in 2020, but they have rebounded over the last three years in the city and the broader geographies.



AVERAGE EARNINGS

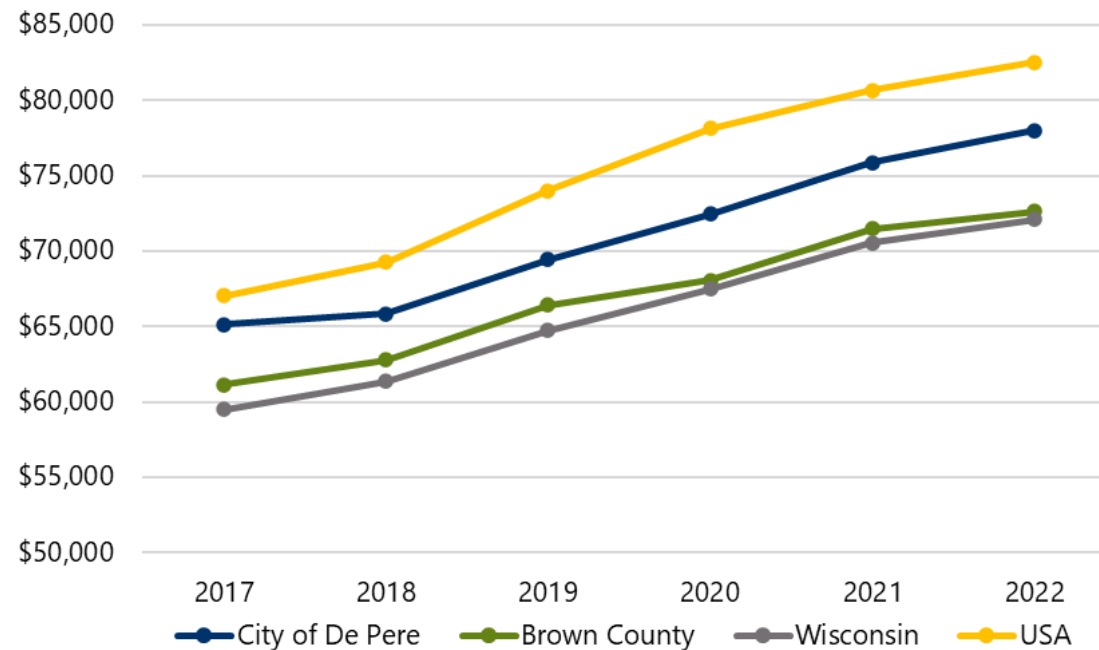
Average Earnings Per Job, 2018-2023

Description	Average Earnings					
	2018	2019	2020	2021	2022	2023
City of De Pere	\$65,119	\$65,829	\$69,451	\$72,461	\$75,877	\$77,990
Brown County	\$61,140	\$62,799	\$66,420	\$68,083	\$71,471	\$72,654
Wisconsin	\$59,484	\$61,381	\$64,734	\$67,470	\$70,564	\$72,107
USA	\$67,022	\$69,254	\$74,021	\$78,120	\$80,652	\$82,526

Note: City of De Pere Data is represented by Zip Code 54115

Source: Lightcast

Average Earnings Per Job, 2018-2023



Source: Lightcast

Average Earnings in De Pere were \$75,990 in 2022.

The city's earnings were higher each year over the last five years than those at the county and state levels but lower than those of the nation.

Since 2017, earnings have increased year over year across all geographies. However, the city's growth (+19.8%) has been slightly lower than that of the state (+21.2%) and nation (23.1%).



INDUSTRY TOTALS CITY OF DE PERE

The largest industries by jobs in De Pere were Manufacturing (5,117) and Finance and Insurance (3,555). De Pere's most concentrated industries are Management of Companies (4.73) and Finance & Insurance (3.19).

City of De Pere, Industry Table, 2 Digit NAICS

NAICS	Description	2018 Jobs	2023 Jobs	2018 - 2023 Change	2018 - 2023 % Change	2023 Average Earnings Per Job	2023 Employment Concentration
11	Agriculture, Forestry, Fishing and Hunting	78	82	3	4%	\$49,667	0.26
21	Mining, Quarrying, and Oil and Gas Extraction	28	28	-1	-3%	\$124,129	0.29
22	Utilities	162	154	-8	-5%	\$167,104	1.69
23	Construction	1,408	1,755	347	25%	\$85,285	1.13
31	Manufacturing	4,352	5,177	825	19%	\$82,437	2.47
42	Wholesale Trade	1,281	1,366	85	7%	\$88,634	1.39
44	Retail Trade	1,689	1,684	-5	0%	\$39,716	0.65
48	Transportation and Warehousing	2,131	2,288	157	7%	\$78,136	1.93
51	Information	406	425	19	5%	\$83,493	0.82
52	Finance and Insurance	3,618	3,555	-63	-2%	\$100,947	3.19
53	Real Estate and Rental and Leasing	287	322	35	12%	\$67,666	0.67
54	Professional, Scientific, and Technical Services	1,425	1,560	135	9%	\$101,261	0.81
55	Management of Companies and Enterprises	1,659	1,906	247	15%	\$118,483	4.73
56	Administrative and Support and Waste Management and Remediation Services	563	613	50	9%	\$50,149	0.37
61	Educational Services	764	1,367	603	79%	\$38,574	2.08
62	Health Care and Social Assistance	2,089	2,476	387	19%	\$70,440	0.71
71	Arts, Entertainment, and Recreation	237	361	124	52%	\$84,563	0.76
72	Accommodation and Food Services	1,453	1,590	138	9%	\$24,687	0.71
81	Other Services (except Public Administration)	477	426	-51	-11%	\$28,744	0.32
90	Government	67	<10	Insf. Data	Insf. Data	Insf. Data	0.00
Total		24,174	27,140	2,966	12%	\$77,990	

Source: Lightcast

Employment Concentration refers to how concentrated the city is in a particular industry compared to the national average. The national average is 1.0, meaning an employment concentration higher than one implies De Pere is more concentrated in the industry than the nation, and an employment concentration less than 1 implies De Pere is less concentrated in that industry than the nation.



INDUSTRY TOTALS BROWN COUNTY

Brown County Industry Table, 2 Digit NAICS

NAICS	Description	2018 Jobs	2023 Jobs	2018 - 2023 Change	2018 - 2023 % Change	2023 Average	2023
						Earnings Per Job	Employment Concentration
11	Agriculture, Forestry, Fishing and Hunting	1,811	1,713	-98	-5%	\$50,273	0.86
21	Mining, Quarrying, and Oil and Gas Extraction	76	85	9	12%	\$124,123	0.15
22	Utilities	577	544	-34	-6%	\$174,122	0.96
23	Construction	8,378	8,587	210	3%	\$83,953	0.88
31	Manufacturing	27,382	28,432	1,050	4%	\$80,582	2.17
42	Wholesale Trade	7,821	8,125	304	4%	\$91,179	1.32
44	Retail Trade	16,269	16,393	124	1%	\$42,362	1.02
48	Transportation and Warehousing	7,757	8,241	484	6%	\$77,723	1.11
51	Information	1,651	1,552	-99	-6%	\$81,865	0.48
52	Finance and Insurance	10,825	8,766	-2,059	-19%	\$101,921	1.26
53	Real Estate and Rental and Leasing	1,663	1,638	-25	-2%	\$65,273	0.55
54	Professional, Scientific, and Technical Services	7,015	7,241	226	3%	\$95,215	0.60
55	Management of Companies and Enterprises	5,951	5,119	-831	-14%	\$118,894	2.03
56	Administrative and Support and Waste Management and Remediation Services	6,880	6,675	-205	-3%	\$46,731	0.64
61	Educational Services	2,098	2,852	754	36%	\$35,393	0.69
62	Health Care and Social Assistance	23,442	23,863	421	2%	\$77,878	1.09
71	Arts, Entertainment, and Recreation	3,345	3,313	-32	-1%	\$129,139	1.12
72	Accommodation and Food Services	12,424	12,240	-183	-1%	\$25,037	0.87
81	Other Services (except Public Administration)	6,730	5,840	-890	-13%	\$37,410	0.70
90	Government	19,033	18,476	-557	-3%	\$75,791	0.76
Total		171,128	169,696	-1,432	-1%	\$72,654	

Source: Lightcast

Similar to De Pere, in Brown County, the largest industry was Manufacturing (28,432), and Management of Companies was also a heavily concentrated industry (2.03)

While Finance and Insurance jobs were high and concentrated in De Pere, their impact was lower at the County level.



TOP 20 DETAILED INDUSTRIES CITY OF DE PERE

City of De Pere, Top 20 Detailed Industries by Job Growth, 6-Digit NAICS

NAICS	Description	2018 Jobs	2023 Jobs	2018 - 2023 Change	2018 - 2023 % Change	2023 Average Earnings Per Job	2023 Employment Concentration
611310	Colleges, Universities, and Professional Schools	655	1,161	506	77%	\$39,066	4.03
337110	Wood Kitchen Cabinet and Countertop Manufacturing	650	949	299	46%	\$61,528	45.42
551114	Corporate, Subsidiary, and Regional Managing Offices	1,659	1,888	229	14%	\$118,173	4.86
522110	Commercial Banking	705	887	182	26%	\$102,949	4.00
323111	Commercial Printing (except Screen and Books)	875	1,038	163	19%	\$75,146	23.45
541512	Computer Systems Design Services	111	269	159	143%	\$91,009	1.39
484121	General Freight Trucking, Long-Distance, Truckload	911	1,065	154	17%	\$88,576	9.60
238220	Plumbing, Heating, and Air-Conditioning Contractors	451	597	147	33%	\$94,818	2.75
524210	Insurance Agencies and Brokerages	389	520	131	34%	\$96,902	2.46
621111	Offices of Physicians (except Mental Health Specialists)	275	391	117	42%	\$142,350	0.87
623220	Residential Mental Health and Substance Abuse Facilities	26	124	97	369%	\$49,960	3.16
238210	Electrical Contractors and Other Wiring Installation Contractors	166	257	92	55%	\$93,353	1.41
492110	Couriers and Express Delivery Services	221	311	89	40%	\$50,054	1.94
523150	Investment Banking and Securities Intermediation	96	170	74	77%	\$232,355	2.33
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	91	154	63	69%	\$79,617	11.03
333248	All Other Industrial Machinery Manufacturing	179	241	62	34%	\$95,382	21.18
722410	Drinking Places (Alcoholic Beverages)	180	239	59	33%	\$20,125	3.54
517112	Wireless Telecommunications Carriers (except Satellite)	208	261	53	25%	\$84,133	16.85
332322	Sheet Metal Work Manufacturing	61	113	51	83%	\$82,074	6.07
624190	Other Individual and Family Services	48	97	49	101%	\$56,095	1.10

Source: Lightcast

The largest growth industries by 6-digit NAICS in the City of De Pere were colleges, universities, and professional schools (+506 jobs), wood kitchen cabinets, and countertop manufacturing (+299 jobs).

In general, the industry with the most detailed industries experiencing high growth is the Manufacturing Industry.



TOP 20 DETAILED INDUSTRIES BROWN COUNTY

Brown County, Top 20 Detailed Industries by Job Growth, 6-Digit NAICS

NAICS	Description	2018 Jobs	2023 Jobs	2018 - 2023 Change	2018 - 2023 % Change	2023 Average Earnings Per Job	2023 Employment Concentration
611310	Colleges, Universities, and Professional Schools	928	1,641	713	77%	\$37,576	0.91
311611	Animal (except Poultry) Slaughtering	2,275	2,904	629	28%	\$72,546	19.57
541512	Computer Systems Design Services	512	1,127	615	120%	\$90,914	0.93
311513	Cheese Manufacturing	1,154	1,768	614	53%	\$92,886	29.27
621111	Offices of Physicians (except Mental Health Specialists)	2,989	3,372	383	13%	\$142,609	1.19
622110	General Medical and Surgical Hospitals	8,382	8,737	355	4%	\$88,424	1.81
722515	Snack and Nonalcoholic Beverage Bars	392	707	315	80%	\$21,670	0.75
484121	General Freight Trucking, Long-Distance, Truckload	2,824	3,109	285	10%	\$89,672	4.48
337110	Wood Kitchen Cabinet and Countertop Manufacturing	856	1,135	279	33%	\$61,610	8.69
332322	Sheet Metal Work Manufacturing	788	1,012	224	28%	\$81,383	8.73
445110	Supermarkets and Other Grocery (except Convenience) Stores	2,448	2,665	216	9%	\$31,032	1.02
492110	Couriers and Express Delivery Services	519	732	212	41%	\$49,510	0.73
322212	Folding Paperboard Box Manufacturing	82	293	211	256%	\$80,674	10.02
624190	Other Individual and Family Services	336	540	203	61%	\$56,602	0.98
621330	Offices of Mental Health Practitioners (except Physicians)	215	418	203	94%	\$44,851	1.75
238210	Electrical Contractors and Other Wiring Installation Contractors	1,047	1,243	196	19%	\$93,298	1.09
457110	Gasoline Stations with Convenience Stores	1,122	1,315	193	17%	\$31,512	1.48
623220	Residential Mental Health and Substance Abuse Facilities	66	251	185	280%	\$50,181	1.03
311812	Commercial Bakeries	118	285	167	141%	\$73,847	1.96
455211	Warehouse Clubs and Supercenters	1,635	1,799	163	10%	\$38,273	1.12

Source: Lightcast

The growth in Brown County for Colleges, Universities, and Professional Schools (+713 jobs) and Wood Kitchen Cabinet and Countertop Manufacturing (+279) was heavily driven by the increase in the City of De Pere.



SELF-EMPLOYMENT CITY OF DE PERE

City of De Pere, Self-Employment by 2 Digit NAICS

NAICS	Description	2018 Jobs	2023 Jobs	2018 - 2023 Change	2018 - 2023 % Change	2022 Average Earnings Per Job	2023 Employment Concentration
11	Agriculture, Forestry, Fishing and Hunting	40	31	-9	-22%	\$51,673	0.64
21	Mining, Quarrying, and Oil and Gas Extraction	<10	<10	Insf. Data	Insf. Data	Insf. Data	1.16
22	Utilities	0	0	0	Insf. Data	\$0	0.08
23	Construction	165	189	23	14%	\$49,964	1.10
31	Manufacturing	62	65	4	6%	\$55,232	2.27
42	Wholesale Trade	11	13	2	14%	\$47,670	1.12
44	Retail Trade	34	45	11	33%	\$42,027	0.65
48	Transportation and Warehousing	42	54	12	28%	\$67,449	0.78
51	Information	<10	<10	Insf. Data	Insf. Data	Insf. Data	0.52
52	Finance and Insurance	35	46	11	33%	\$122,143	1.69
53	Real Estate and Rental and Leasing	52	60	8	15%	\$88,783	1.14
54	Professional, Scientific, and Technical Services	103	99	-5	-4%	\$68,667	0.75
55	Management of Companies and Enterprises	0	0	0	0%	\$0	0.00
56	Administrative and Support and Waste Management and Remediation Services	143	170	27	19%	\$27,153	1.80
61	Educational Services	14	15	1	4%	\$20,956	0.51
62	Health Care and Social Assistance	65	62	-3	-5%	\$55,144	0.74
71	Arts, Entertainment, and Recreation	43	58	15	35%	\$26,901	1.15
72	Accommodation and Food Services	<10	11	Insf. Data	Insf. Data	\$36,308	0.42
81	Other Services (except Public Administration)	141	138	-3	-2%	\$31,851	0.91
90	Government	0	0	0	0%	\$0	0.00
99	Unclassified Industry	0	0	0	0%	\$0	0.00
Total		970	1,066	96	10%	\$50,465	

Source: Lightcast

The largest industries by self-employment in the city were Construction (189 jobs) and Administrative and Support and Waste Management and Remediation Services (170 jobs).



SELF-EMPLOYMENT BROWN COUNTY

Brown County, Self-Employed Jobs, 2 Digit NAICS

NAICS	Description	2018 Jobs	2023 Jobs	2018 - 2023 Change	2018 - 2023 % Change	2022 Average Earnings Per Job	2023 Employment Concentration
11	Agriculture, Forestry, Fishing and Hunting	784	611	-173	-22%	\$51,344	1.91
21	Mining, Quarrying, and Oil and Gas Extraction	<10	<10	Insf. Data	Insf. Data	Insf. Data	0.55
22	Utilities	0	<10	Insf. Data	Insf. Data	Insf. Data	0.10
23	Construction	858	978	120	14%	\$49,964	0.87
31	Manufacturing	221	315	94	43%	\$55,532	1.66
42	Wholesale Trade	79	77	-2	-2%	\$51,109	1.03
44	Retail Trade	484	595	111	23%	\$38,545	1.31
48	Transportation and Warehousing	377	431	53	14%	\$65,261	0.94
51	Information	70	66	-5	-7%	\$42,207	0.56
52	Finance and Insurance	311	287	-24	-8%	\$104,825	1.60
53	Real Estate and Rental and Leasing	272	314	42	15%	\$87,118	0.91
54	Professional, Scientific, and Technical Services	651	667	17	3%	\$71,224	0.77
55	Management of Companies and Enterprises	0	0	0	0%	\$0	0.00
56	Administrative and Support and Waste Management and Remediation Services	516	632	117	23%	\$27,461	1.02
61	Educational Services	135	134	-1	-1%	\$19,682	0.72
62	Health Care and Social Assistance	480	469	-11	-2%	\$52,655	0.85
71	Arts, Entertainment, and Recreation	236	288	52	22%	\$27,508	0.87
72	Accommodation and Food Services	186	272	85	46%	\$39,381	1.52
81	Other Services (except Public Administration)	822	860	39	5%	\$33,220	0.87
90	Government	0	0	0	0%	\$0	0.00
99	Unclassified Industry	0	0	0	0%	\$0	0.00
Total		6,485	7,002	517	8%	\$50,356	

Source: Lightcast

The largest industries by self-employment in Brown county were Construction (98 jobs) and Administrative and Other Services (except Public Administration) (860 jobs).



OCCUPATION TOTALS CITY OF DE PERE

The largest occupations by job share in the City of De Pere were Office and Administrative Support (4,310) and Production (3,173). Healthcare Practitioners and Technical had a larger share of resident workers than jobs in the City, while Office and Administrative Support had a larger share of jobs than resident workers.

City of De Pere, Occupation Table, 2 Digit SOC

SOC	Description	2023 Jobs	Share of Total Jobs	2023 Resident Workers	Share of Total Resident Workers	2023 Net Commuters	2023 Median Hourly Earnings
11-0000	Management	1,486	5.5%	1,294	5.1%	193	\$52.24
13-0000	Business and Financial Operations	2,284	8.4%	1,693	6.7%	592	\$32.81
15-0000	Computer and Mathematical	965	3.6%	716	2.8%	249	\$39.65
17-0000	Architecture and Engineering	774	2.9%	480	1.9%	294	\$34.74
19-0000	Life, Physical, and Social Science	116	0.4%	165	0.7%	-49	\$30.30
21-0000	Community and Social Service	337	1.2%	400	1.6%	-63	\$24.29
23-0000	Legal Occupations	75	0.3%	125	0.5%	-50	\$35.29
25-0000	Educational Instruction and Library	741	2.7%	1,218	4.8%	-477	\$28.58
27-0000	Arts, Design, Entertainment, Sports, and Media	526	1.9%	443	1.8%	83	\$23.29
29-0000	Healthcare Practitioners and Technical	970	3.6%	1,647	6.5%	-678	\$33.03
31-0000	Healthcare Support	800	2.9%	1,073	4.2%	-273	\$17.29
33-0000	Protective Service	121	0.4%	353	1.4%	-232	\$16.38
35-0000	Food Preparation and Serving Related	1,691	6.2%	1,726	6.8%	-36	\$13.90
37-0000	Building and Grounds Cleaning and Maintenance	531	2.0%	716	2.8%	-185	\$15.07
39-0000	Personal Care and Service	325	1.2%	517	2.0%	-192	\$13.87
41-0000	Sales and Related	2,389	8.8%	2,214	8.8%	175	\$22.27
43-0000	Office and Administrative Support	4,310	15.9%	3,314	13.1%	996	\$19.48
45-0000	Farming, Fishing, and Forestry	37	0.1%	85	0.3%	-48	\$14.79
47-0000	Construction and Extraction	1,251	4.6%	1,085	4.3%	166	\$26.77
49-0000	Installation, Maintenance, and Repair	1,086	4.0%	1,020	4.0%	67	\$26.76
51-0000	Production	3,173	11.7%	2,591	10.2%	582	\$20.71
53-0000	Transportation and Material Moving	3,153	11.6%	2,359	9.3%	794	\$21.52
Total		27,140	100%	25,282	100%	1,859	

Source: Lightcast



DETAILED OCCUPATION TOTALS CITY OF DE PERE

The largest detailed occupations by job growth in the City of De Pere were Light Truck Drivers (+126) and General Operations Managers (+123).

City of De Pere, Top 20 Detailed Occupations by Job Growth, 5-Digit SOC

SOC	Description	2018 Jobs	2023 Jobs	2018 - 2023 Change	2018 - 2023 % Change	2022 Resident Workers	2022 Net Commuters	2023 Employment Concentration	Hourly Earnings	Annual Earnings
53-3033	Light Truck Drivers	234	360	126	54%	204	157	2.00	\$21.54	\$44,843
11-1021	General and Operations Managers	238	362	123	52%	300	62	0.63	\$53.78	\$135,914
13-1082	Project Management Specialists	101	224	123	122%	157	67	1.55	\$39.95	\$90,425
25-1099	Postsecondary Teachers	288	408	120	42%	216	191	1.42	\$36.92	\$81,333
31-1128	Home Health and Personal Care Aides	285	388	104	36%	542	-154	0.59	\$13.99	\$30,194
13-1199	Business Operations Specialists, All Other	47	129	83	177%	116	14	0.68	\$28.98	\$67,402
13-2011	Accountants and Auditors	218	300	82	38%	248	52	1.17	\$32.23	\$75,860
53-7062	Laborers and Freight, Stock, and Material Movers, Hand	537	612	75	14%	516	97	1.28	\$17.89	\$39,109
53-7065	Stockers and Order Fillers	257	330	73	28%	364	-35	0.72	\$14.91	\$32,678
51-7011	Cabinetmakers and Bench Carpenters	189	260	71	37%	55	205	15.63	\$19.46	\$42,435
47-1011	First-Line Supervisors of Construction Trades and Extraction Workers	88	151	63	71%	133	18	1.14	\$36.45	\$75,351
51-2098	Miscellaneous Assemblers and Fabricators	282	342	60	21%	251	92	1.45	\$17.78	\$37,984
47-2111	Electricians	102	161	59	58%	120	40	1.25	\$30.61	\$64,132
41-4012	Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	385	442	56	15%	360	82	2.02	\$29.47	\$69,188
35-2021	Food Preparation Workers	76	132	56	73%	153	-20	0.88	\$13.69	\$29,159
43-4131	Loan Interviewers and Clerks	94	150	55	58%	71	78	4.01	\$20.31	\$43,703
13-1071	Human Resources Specialists	127	181	54	42%	150	31	1.23	\$29.81	\$65,702
11-3031	Financial Managers	106	160	54	51%	104	56	1.24	\$61.67	\$142,608
49-9041	Industrial Machinery Mechanics	113	164	51	45%	145	19	2.48	\$29.61	\$61,013
51-1011	First-Line Supervisors of Production and Operating Workers	222	271	49	22%	203	68	2.47	\$30.42	\$66,553

Source: Lightcast



HOUSING INVENTORY & ANALYSIS

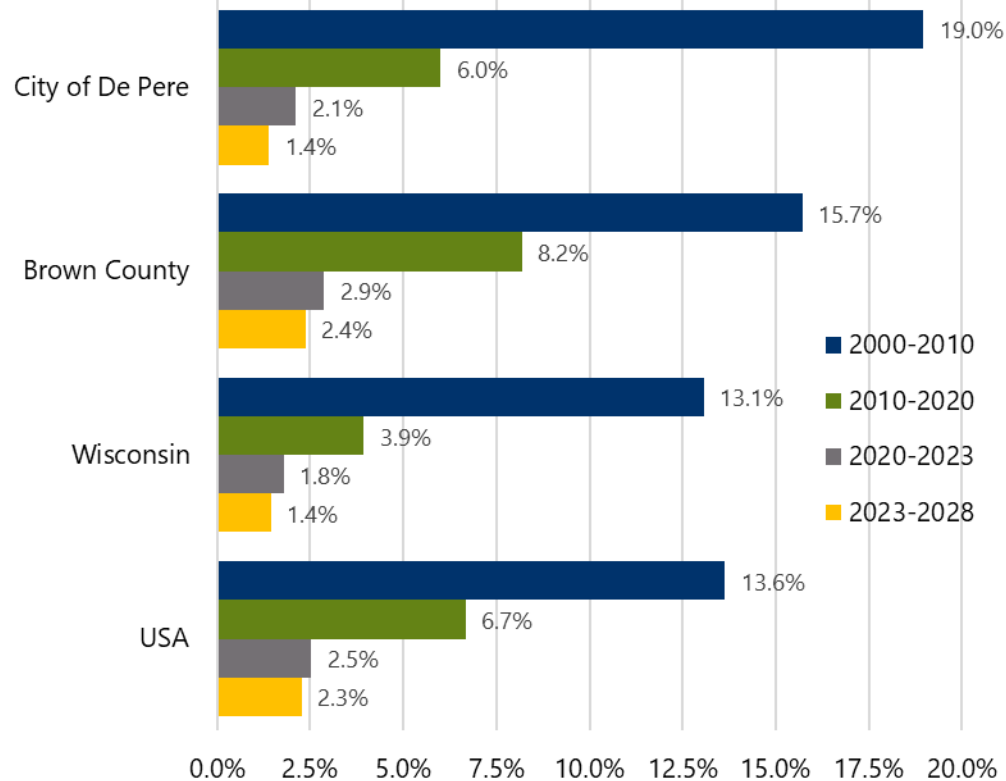
HOUSING UNIT TOTALS

Total Housing Units

Geography	Housing Units					Percent Change			
	2000	2010	2020	2023	2028	2000-2010	2010-2020	2020-2023	2023-2028
City of De Pere	8,173	9,722	10,305	10,523	10,670	19.0%	6.0%	2.1%	1.4%
Brown County	90,199	104,371	112,908	116,146	118,914	15.7%	8.2%	2.9%	2.4%
Wisconsin	2,321,144	2,624,358	2,727,726	2,776,757	2,816,860	13.1%	3.9%	1.8%	1.4%
USA	115,904,641	131,704,730	140,498,736	144,063,309	147,336,052	13.6%	6.7%	2.5%	2.3%

Source: Esri

Percent Change in Housing Units



Source: Esri

The City of De Pere had 10,523 total housing units in 2023.

Growth across geographies from 2000 to 2010 was significantly higher than in the next decade, from 2010 to 2020.

The city's housing units increased from 2000 to 2010, 2010 to 2020, and 2020 to 2023, but growth slightly underperformed the county and national growth rates.

The city's housing units are projected to increase again by 1.4% from 2023 to 2028, a rate again lower than the county and national levels.



POPULATION VS HOUSING UNITS

Households and Housing Units increased from 2000 to 2023, and units are projected to increase while households are projected to fall by 2028.

Vacant units and vacancy rates increased from 2000 to 2010 but have fallen since then and are projected to continue to fall through 2028.

City of De Pere, Population vs Housing Units

	Count					Change			
	2000	2010	2020	2023	2028	2000-2010	2010-2020	2020-2023	2023-2028
Population	21,111	23,673	25,410	25,766	25,924	2,562	1,737	356	158
Households	7,917	9,247	9,972	10,192	10,358	1,330	725	220	166
Housing Units	8,173	9,722	10,305	10,523	10,670	1,549	583	218	147
Vacant Units	256	475	333	331	312	219	-142	-2	-19
Vacancy Rate	3.1%	4.9%	3.2%	3.1%	2.9%	1.8%	-1.7%	-0.1%	-0.2%

Source: Esri



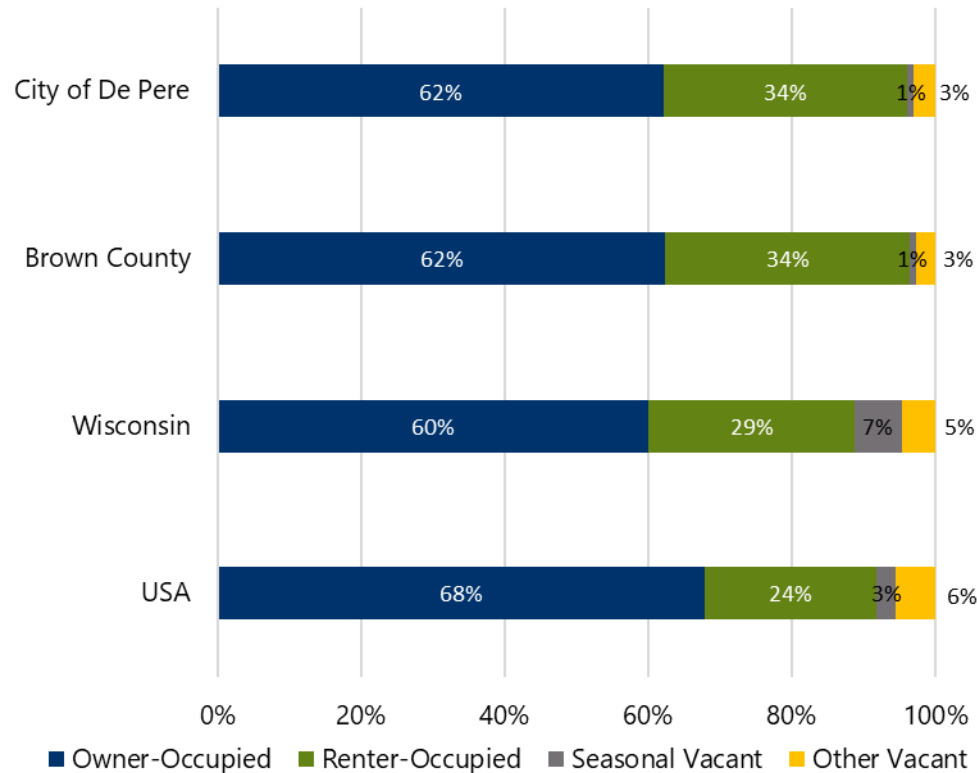
HOUSING TENURE

Housing Units Overview, 2022

Geography	Owner-Occupied		Renter-Occupied		Seasonal Vacant		Other Vacant		Total Housing Units	
	Count	Share	Count	Share	Count	Share	Count	Share	Count	Share
City of De Pere	6,542	62%	3,557	34%	104	1%	316	3%	10,519	100%
Brown County	70,623	62%	38,473	34%	935	1%	3,168	3%	113,199	100%
Wisconsin	1,641,590	60%	783,898	29%	178,711	7%	130,312	5%	2,734,511	100%
USA	125,736,353	68%	44,238,593	24%	4,959,188	3%	10,248,072	6%	185,182,206	100%

Source: ACS 2022 5-year Estimates

Housing Units by Type, 2022



Source: ACS 2022 5-year estimates

The owner-occupied share of units in the City of De Pere is the same as the county, higher than the state, and lower than the nation.

Seasonal homes do not dominate vacant units. Units are predominately vacant for reasons outside seasonality for all geographies.



HOUSING VACANCY

In 2021, the total number of vacant units in the City of De Pere was 420, with 25% of them seasonally vacant. In Brown County, 4,103 units are vacant, with 23% of them seasonally vacant.

20% of the city's vacant units were sold, not occupied, while this share was only 5% for the county.

In the city, 75% of vacant units are vacant for a reason outside of seasonality, and in the county, 77%.

Vacancy Status, 2022

Vacancy	City of De Pere		Brown County	
	Count	Share	Count	Share
Total Vacant Units	420	100%	4,103	100%
For rent	0	0%	1,164	28%
Rented, not occupied	0	0%	140	3%
For sale only	48	11%	283	7%
Sold, not occupied	85	20%	206	5%
For migrant workers	0	0%	0	0%
Other vacant	183	44%	1,375	34%
For seasonal, recreational, or occasional use	104	25%	935	23%
Vacant for reasons other than seasonality	316	75%	3,168	77%

Source: ACS 2022 5-year Estimates



HOUSING UNITS IN STRUCTURE

64% of structures in the City of De Pere were 1-unit detached units (64% for the county).

8% of the City of De Pere housing structures were 20 or more units (7% for the county).

Housing Units by Units in Structure, 2022

Structure	City of De Pere		Brown County	
	Count	Share	Count	Share
1-unit, detached	6,778	64%	72,251	64%
1-unit, attached	1,037	10%	7,203	6%
2 units	544	5%	6,217	5%
3 or 4 units	178	2%	3,444	3%
5 to 9 units	792	8%	9,124	8%
10 to 19 units	371	4%	5,858	5%
20 to 49 units	312	3%	3,608	3%
50 or more units	482	5%	4,045	4%
Mobile home	25	0%	1,416	1%
Boat, RV, van, etc.	0	0%	33	0%
Total	10,519	100%	113,199	100%

Source: ACS 2022 5-year Estimates



HOUSING YEAR BUILT

The median year built in the City of De Pere was 1984, slightly younger than the county (1980).

21% of housing units were built before 1950 in the city, and 24% in the county.

Housing Units by Year Structure Built

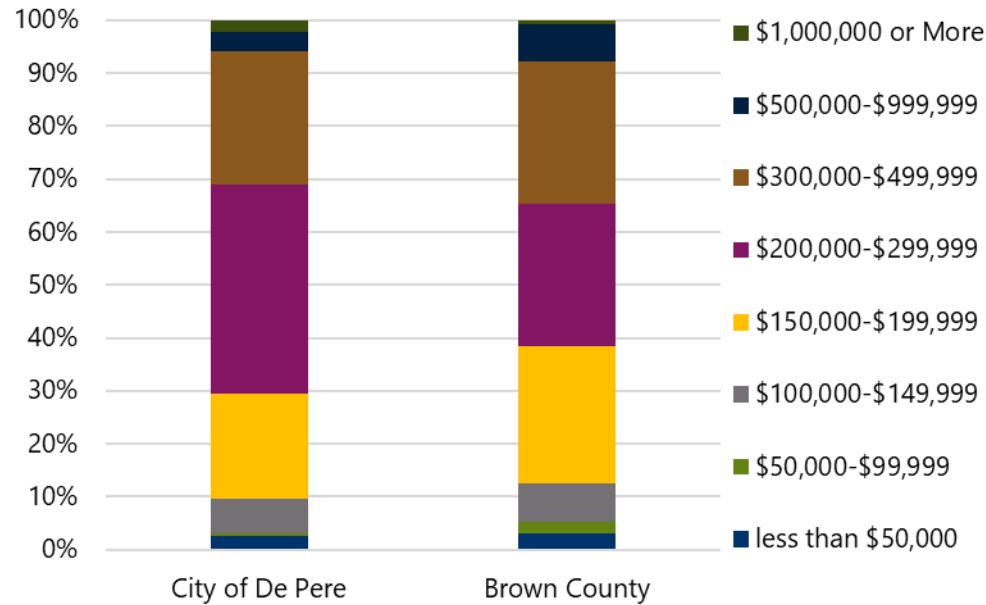
Year Built	City of De Pere		Brown County	
	Count	Share	Count	Share
2020 or Later	207	2%	590	1%
2010-2019	590	6%	9,691	9%
2000-2009	1,784	17%	14,693	13%
1990-1999	1,952	18%	18,207	16%
1980-1989	1,658	15%	13,542	12%
1970-1979	1,247	12%	18,303	16%
1960-1969	1,061	10%	11,525	10%
1950-1959	919	9%	10,879	10%
1940-1949	199	2%	4,284	4%
1939 or Earlier	1,109	10%	11,485	10%
Total	10,726	100%	113,199	100%
Median Year Built	1984		1980	

Source: ACS 2022 5-year Estimates and City of De Pere, WI



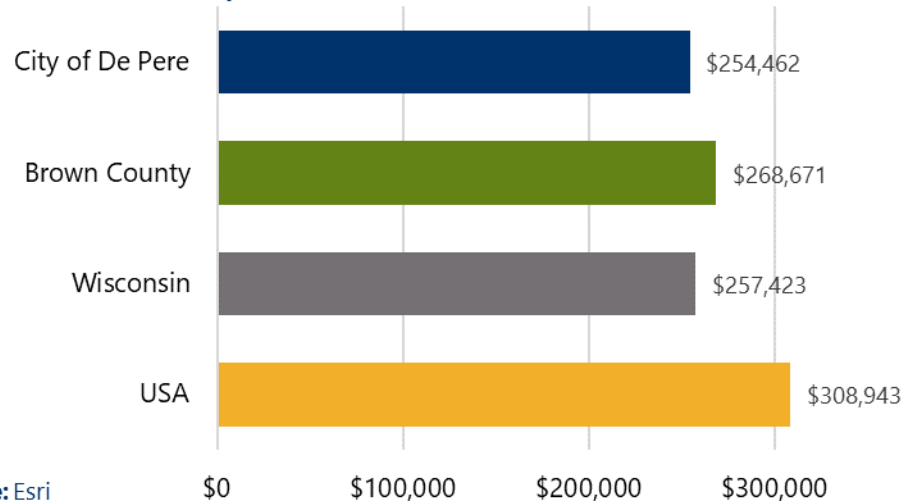
HOME VALUE

Home Value, 2023



Source: Esri

Median Home Value, 2023



Source: Esri

Home values are self-reported by Census respondents and reflect homeowners' perceived values.

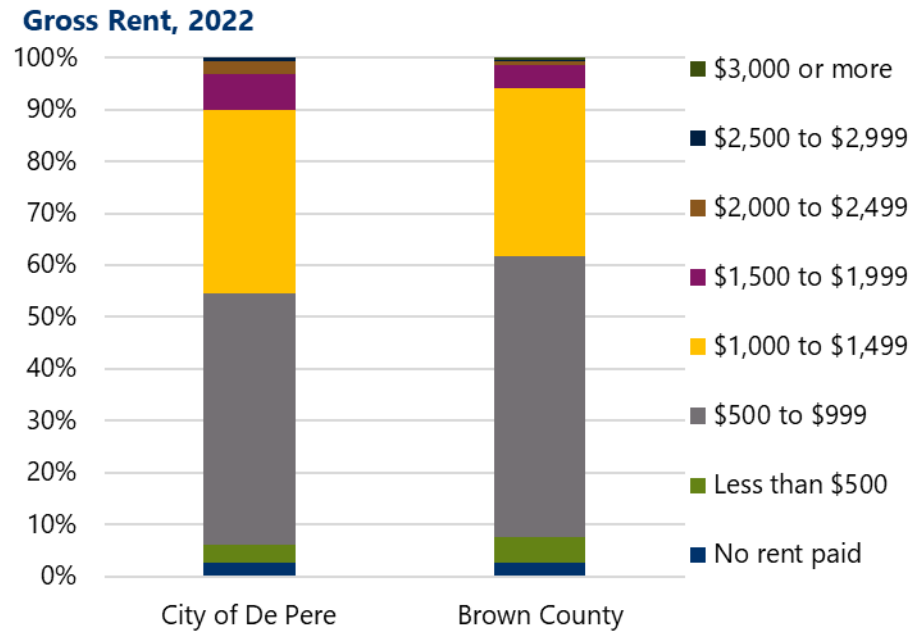
The Median Home Value was \$254,462 in the city, lower than the county and nation but higher than the state.

The largest share, 40%, of homes are valued between \$200,000 and \$299,000.

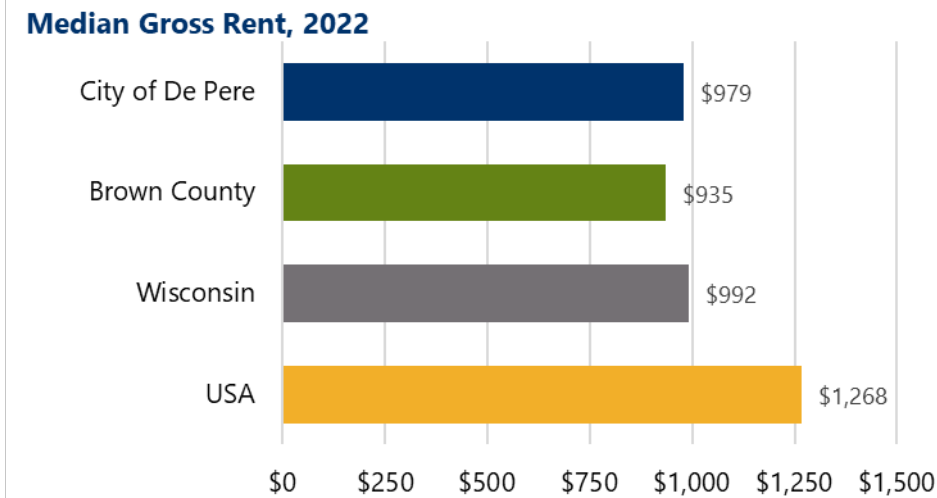
30% of homes are valued under \$200,000 in the City of De Pere.



GROSS RENT



Source: ACS 2022 5-year estimates



Source: ACS 2022 5-year estimates

Gross Rent is the monthly amount of rent plus the estimated average monthly cost of utilities (electricity, gas, water, and sewer) and fuel (oil, coal, kerosene, wood, etc.).

Median Gross Rent was \$979 in the city, lower than the nation and state but higher than the county.

The largest share, 48%, of rentals are between \$500 and \$999.

Less than 5% of rentals are rented over \$2,000 in the city.



HOUSING MOBILITY, CITY OF DE PERE

Approximately 37% of renters moved into their current unit in 2018 or sooner.

The average annual turnover for rental households in the City of De Pere is 250 units or approximately 7.0% annually.

The homeowner turnover rate is 3.5% in the City of De Pere.

City of De Pere Housing Mobility, 2022

Year Moved In	Renter Households		Owner Households	
	Count	Share	Count	Share
2021 or later	310	9%	242	5%
2018 to 2020	1,005	28%	721	19%
2010 to 2017	1,687	47%	1,804	13%
2000 to 2009	462	13%	1,585	28%
1990 to 1999	38	1%	980	15%
1989 or earlier	55	2%	1,210	20%
Total	3,557	100%	6,542	100%
Avg. Annual Turnover 2010-2022	250		231	
Avg. Annual Turnover 2010-2022 (%)		7.0%		3.5%

Source: ACS 2022 five-year estimates



HOUSING MOBILITY, BROWN COUNTY

Since 2018, approximately 42% of renters moved into their current unit.

The average annual turnover for rental households in Brown County is 2,773 units or approximately 7.2% annually.

The homeowner turnover rate is 3.7% in Brown County.

Brown County Housing Mobility, 2022

Year Moved In	Renter Households		Owner Households	
	Count	Share	Count	Share
2021 or later	3,343	9%	1,565	5%
2018 to 2020	12,806	33%	9,183	19%
2010 to 2017	17,131	45%	20,704	13%
2000 to 2009	3,572	9%	17,242	28%
1990 to 1999	808	2%	10,814	15%
1989 or earlier	813	2%	11,115	20%
Total	38,473	100%	70,623	100%
Avg. Annual Turnover 2010-2022	2,773		2,621	
Avg. Annual Turnover 2010-2022 (%)		7.2%		3.7%

Source: ACS 2022 five-year estimates



HOUSEHOLD INCOME LEVELS, CITY OF DE PERE

The distribution of renter and owner households by income bracket in the HMA was determined using the most recent US Census data and applied to the current Esri data.

This distribution is shown in the chart to the right and was used as a baseline for projecting future demand by housing tenure and income level.

Housing Tenure by Income Level, City of De Pere, 2023

Income Bracket	Total Households	Percent Owners	Owner Households	Percent Renters	Renter Households
less than \$15,000	771	26%	203	74%	568
\$15,000-\$24,999	523	65%	339	35%	184
\$25,000-\$34,999	711	64%	453	36%	258
\$35,000-\$49,999	991	68%	675	32%	316
\$50,000-\$74,999	2,086	73%	1,513	27%	573
\$75,000-\$99,999	1,661	81%	1,352	19%	309
\$100,000-\$149,999	2,355	90%	2,111	10%	244
\$150,000+	1,094	95%	1,042	5%	52
Total	10,192	75%	7,687	25%	2,505

Source: Esri, ACS 5-year estimates, 2022



HOUSEHOLD INCOME LEVELS, BROWN COUNTY

The distribution of renter and owner households by income bracket in the HMA was determined using the most recent US Census data and applied to the current Esri data.

This distribution is shown in the chart to the right and was used as a baseline for projecting future demand by housing tenure and income level.

Housing Tenure by Income Level, Brown County, 2023

Income Bracket	Total Households	Percent Owners	Owner Households	Percent Renters	Renter Households
less than \$15,000	9,584	27%	2,601	73%	6,983
\$15,000-\$24,999	6,429	35%	2,247	65%	4,182
\$25,000-\$34,999	8,748	64%	5,572	36%	3,176
\$35,000-\$49,999	14,040	68%	9,560	32%	4,480
\$50,000-\$74,999	21,594	73%	15,658	27%	5,936
\$75,000-\$99,999	15,521	81%	12,634	19%	2,887
\$100,000-\$149,999	21,205	90%	19,008	10%	2,197
\$150,000+	14,087	95%	13,418	5%	669
Total	111,208	73%	80,698	27%	30,510

Source: Esri, ACS 5-year estimates, 2022



MARKET CONDITIONS ASSESSMENT

CITY OF DE PERE HOUSING MARKET TRENDS

City of De Pere Single Family Housing Market Trends

Key Metrics	2023
Total Listings	221
Sell Price Volume	\$74,906,721
List Price Volume	\$73,847,694
Average Sell Price	\$338,944
Average List Prices	\$334,152
List to Sell Ratio	101%
Median Sell Price	\$317,900
Median List Price	\$309,900
Absorption: Avg Sales/Month	18
Months Supply of Inventory	3

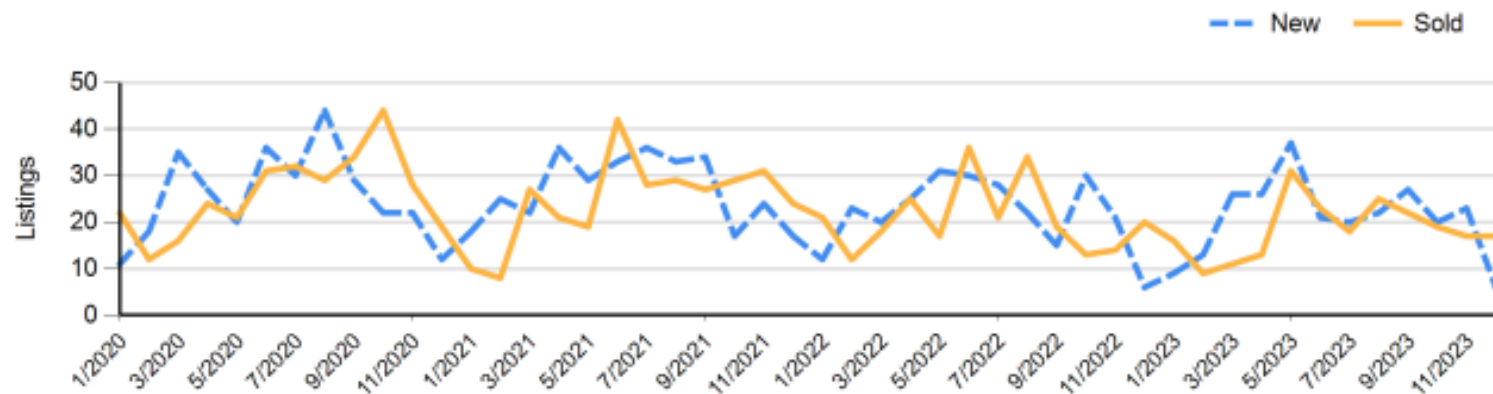
Source: REALTORS Association of Northeast Wisconsin

From January 2023 to January 2024, there were 221 total listings in De Pere, with a median sale price of \$317,900.

The graph shows the monthly market activity between new and sold listings since 2020. The chart indicated notable peaks in sales and listings during the summer months and lower activity in the winter.

More recently, listings and sales have declined, indicating a slowdown in the market.

Historical Market Activity



BROWN COUNTY HOUSING MARKET TRENDS

Brown County Single Family Housing Market Trends

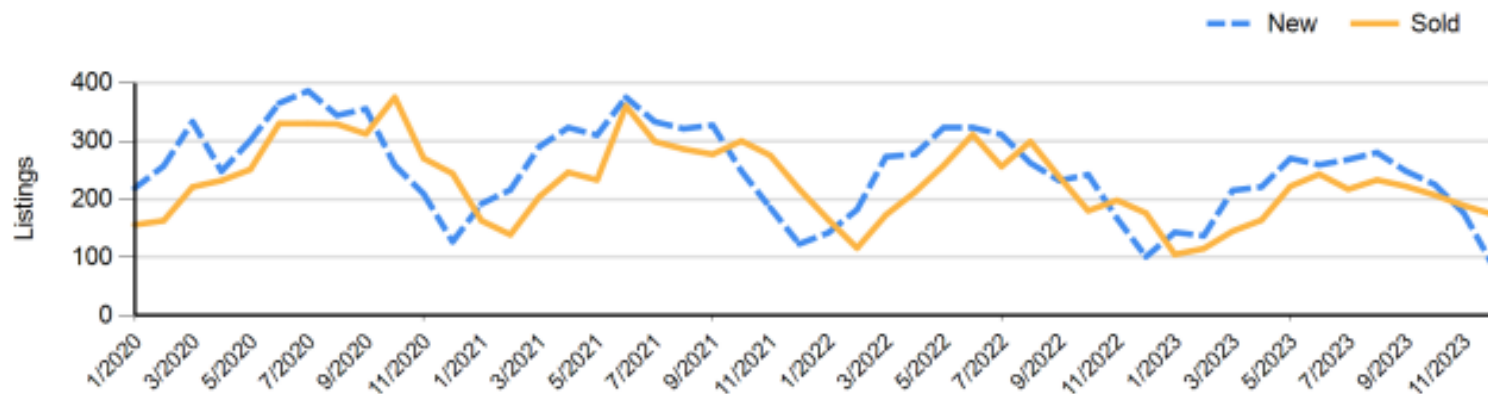
Key Metrics	2023
Total Listings	2,236
Sell Price Volume	\$783,574,892
List Price Volume	\$771,189,638
Average Sell Price	\$350,435
Average List Prices	\$344,896
List to Sell Ratio	102%
Median Sell Price	\$315,000
Median List Price	\$299,900
Absorption: Avg Sales/Month	186
Months Supply of Inventory	3

Source: REALTORS Association of Northeast Wisconsin

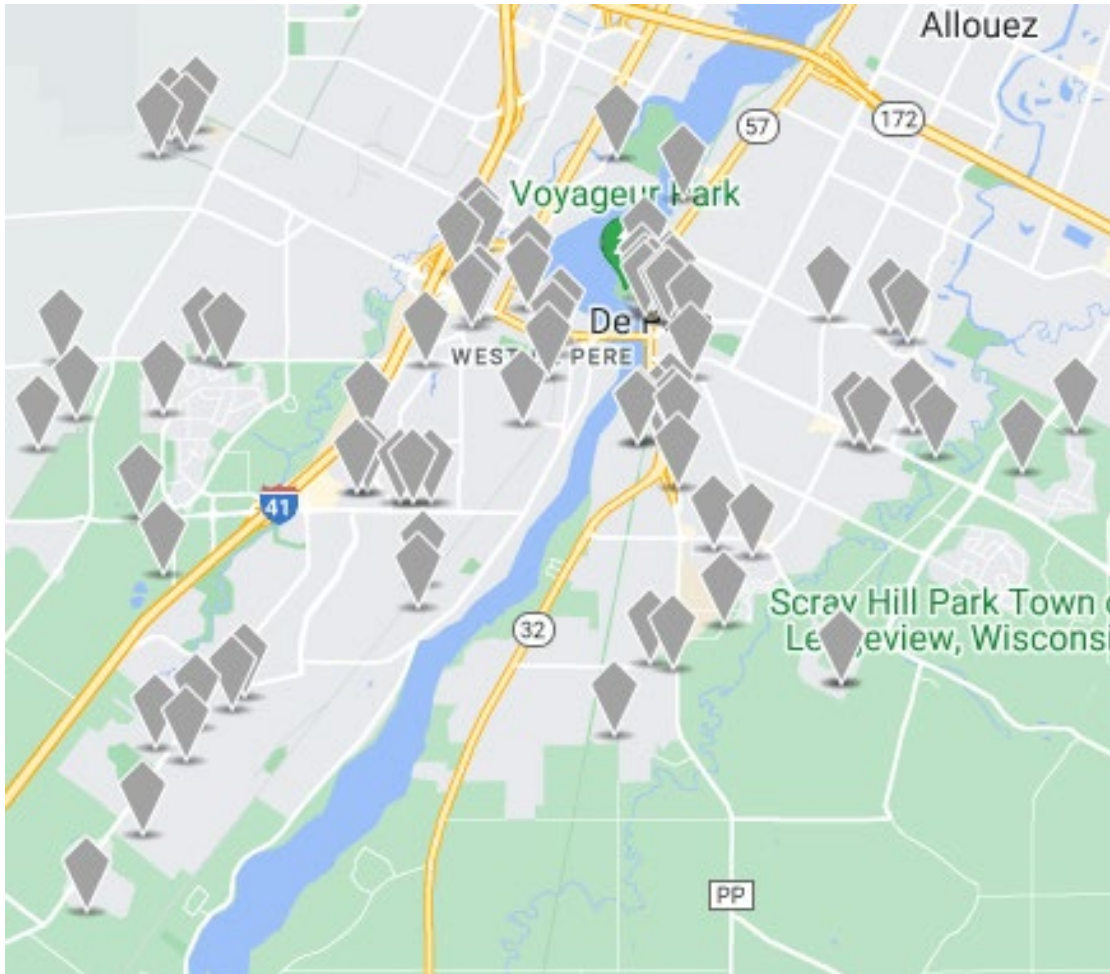
The City of De Pere accounted for 10% of the total listings in Brown County (221 vs. 2,236). This share of listing activity mirrors that of the overall housing stock, in which De Pere also accounts for roughly 10% (10,519 vs. 113,199).

Median Sales and List Prices were higher in the city than at the county level in 2023.

Historical Market Activity



CITY OF DE PERE MULTIFAMILY PROPERTIES



City of De Pere Multifamily Market Summary

Buildings	Units	Property Types	Average Unit Size	Range Year Built
75	4,823	Garden, Low-Rise, Mid-Rise, Townhouse, Other	64	1954-2022

Source: CoStar

Available multi-family properties in the City of De Pere are provided in the accompanying map.

Among the property listings, the largest share, 47%, are Garden Apartments, with 39% Low-Rise and less than 15% Mid-Rise, Townhouse, or Other.

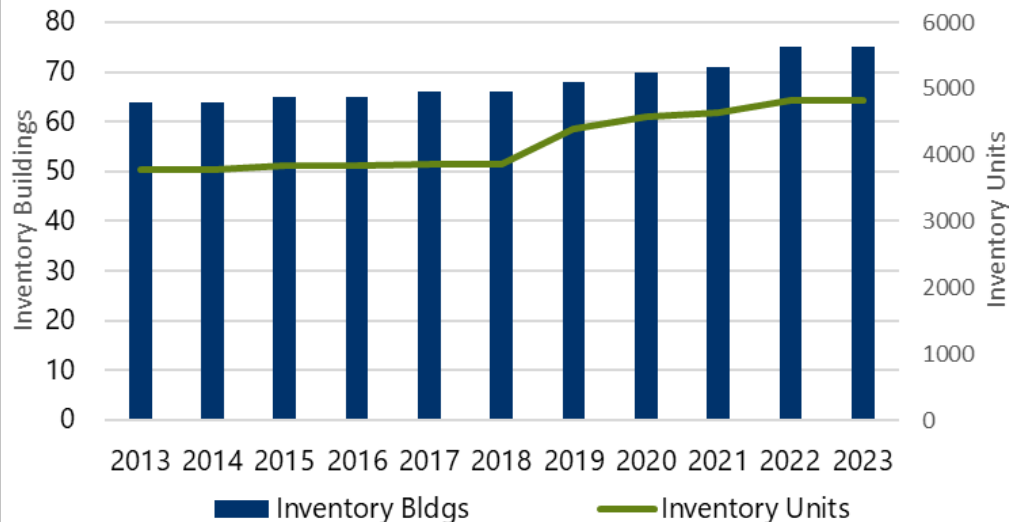
The most recent development occurred in 2022, with four new buildings accounting for 178 units.

In the City of De Pere, there are 75 multifamily buildings with 4,823 units in total.

The average unit size is 64 units, with the earliest development being in 1954.

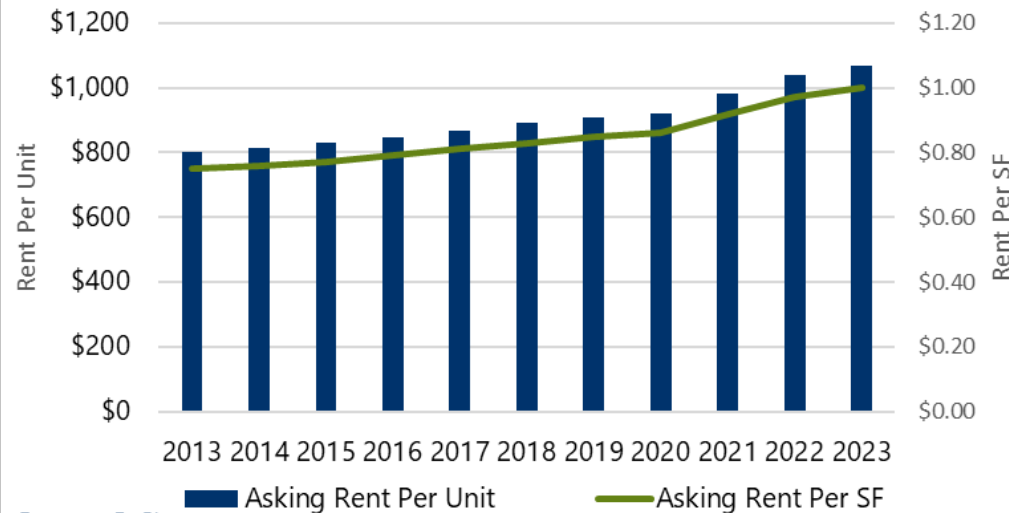
CITY OF DE PERE MULTIFAMILY RENTAL TRENDS

City of De Pere Multifamily Rental Inventory Trends



Source: CoStar

City of De Pere Multifamily Rental Rate Trends



Source: CoStar

Inventory has increased since 2013, with 11 buildings and 1,044 units added over the decade.

Properties built since 2013 include:

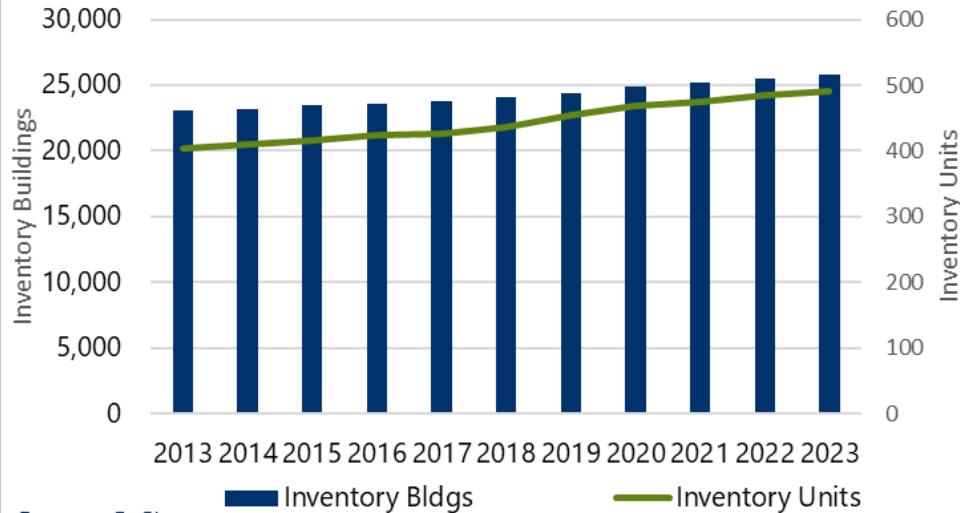
- 1380 Scheuring Rd, 2015, 60 Units
- 102 N Broadway, 2017, 28 Units
- 1299 Lear Ln, 2019, 283 Units
- 3000 Quarry Park Dr, 2019, 250 Units
- 3030-3036 Ryan Rd, 2020, 56 Units
- 2205 Trellis Ridge Ln, 2020, 113 Units
- 1314-1334 Copilot way, 2021, 76 Units
- 525 N 10th St, 2022, 56 Units
- 1257 Brayden Ln, 2022, 90 Units
- 1749-1765 Garroman Dr, 2022, 24 Units
- 295 Sabal Oak Dr, 2022, 8 Units

Rents have been steadily increasing, from \$803 in 2013 to \$1,069 in 2023, a 33% increase.



BROWN COUNTY MULTIFAMILY RENTAL TRENDS

Brown County Multifamily Rental Inventory Trends



Source: CoStar

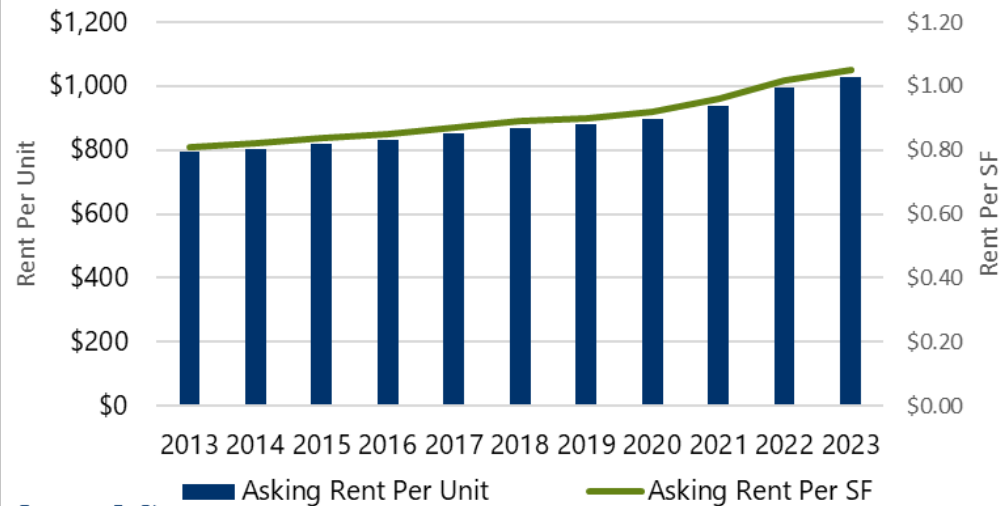
Inventory has increased since 2013, with 56 buildings and a total of 4,616 units added over the decade.

De Pere has accounted for roughly ¼ of the total units added over the decade.

Rents have been steadily increasing, from \$793 in 2013 to \$1,030 in 2023, a 30% increase.

Rent increases have been slightly higher in De Pere (33% vs. 30%).

Brown County Multifamily Rental Rate Trends

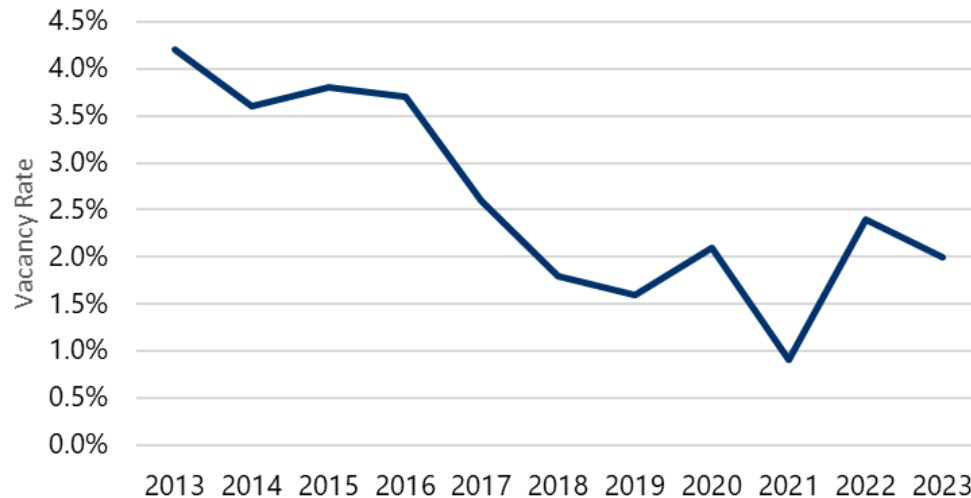


Source: CoStar



CITY OF DE PERE MULTIFAMILY RENTAL TREND

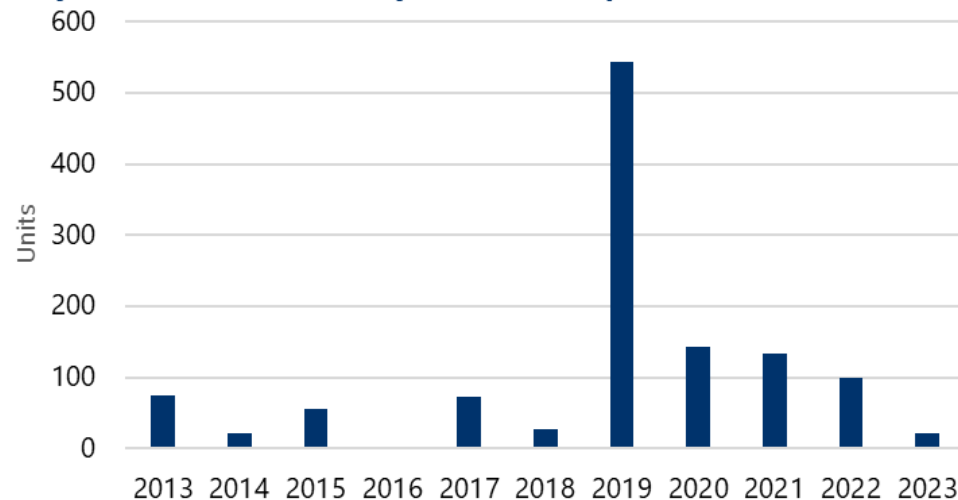
City of De Pere Multifamily Rental Vacancy



Source: CoStar

The current vacancy rate is relatively low at 2.0%. A vacancy rate below a healthy level of 5.0% is considered a strong and tight market. The vacancy rate has decreased since 2013 but is above the historic lows in 2021.

City of De Pere Multifamily Rental Absorption Units



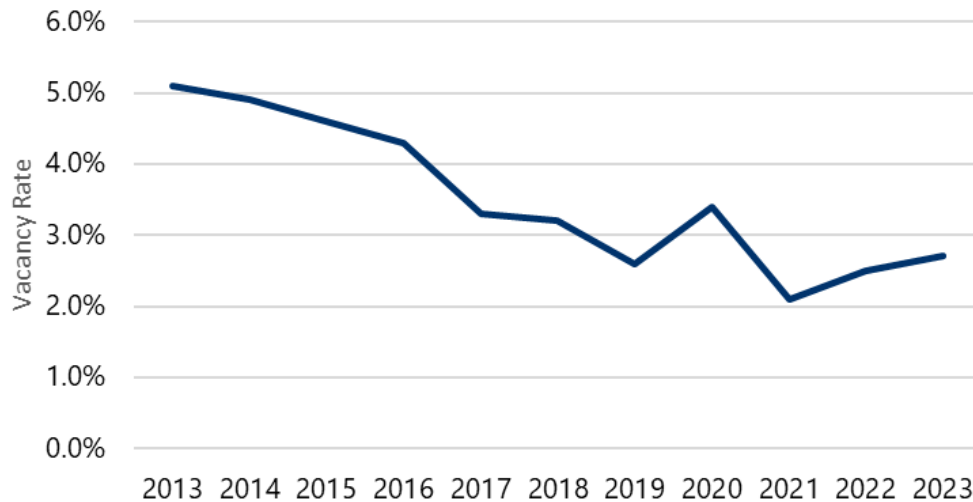
Source: CoStar

Absorption (a measure of the net change in occupied units each year) has fluctuated but remained positive on average over the past ten years (a positive average annual absorption rate of 108 units).



BROWN COUNTY AREA MULTIFAMILY RENTAL TRENDS

Brown County Multifamily Rental Vacancy



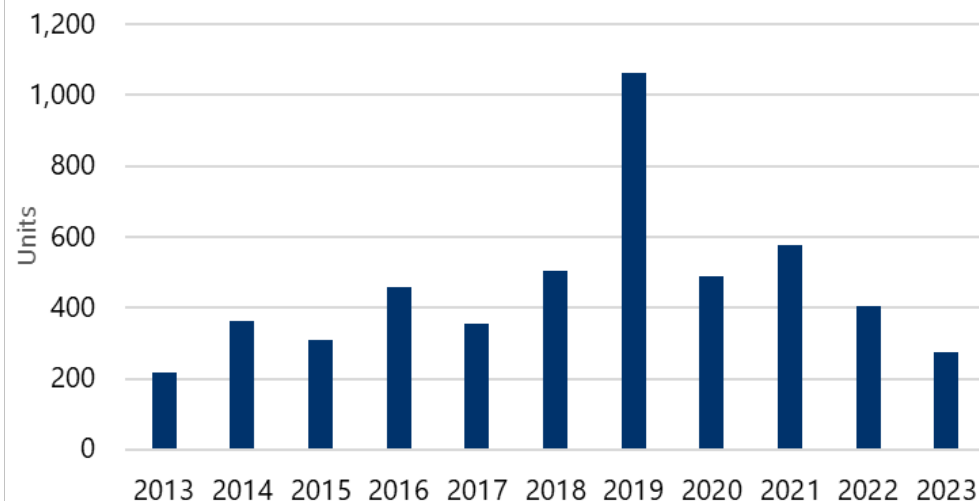
Source: CoStar

Similar to De Pere, the vacancy has decreased since 2013 overall in the county.

The current vacancy rate is relatively low at 2.7%. A vacancy rate below a healthy level of 5.0% is considered a strong and tight market.

Absorption (a measure of the net change in occupied units each year) has fluctuated but remained positive on average over the past ten years (a positive average annual absorption rate of 457 units).

Brown County Multifamily Rental Absorption Units



Source: CoStar



HOUSING NEEDS ANALYSIS

COST-BURDENED HOUSEHOLDS BY INCOME LEVEL

Cost Burdened Households by Income Level, 2022 (Households with Housing Costs at 30% or More of Household Income)

Household Income Level	City of De Pere		
	All Occupied	Owner Occupied	Renter Occupied
Less than \$20,000	649	263	386
\$20,000 to \$34,999	667	368	299
\$35,000 to \$49,999	447	153	294
\$50,000 to \$74,999	297	230	67
\$75,000 or more	101	85	16
Total	2,161	1,099	1,062
Total < \$50,000	1,763	784	979
Average Percent of Income Spent on Housing	23%	23%	24%

Source: ACS 2022 5-year estimates

Share of Households by Income Level that are Cost Burdened, 2022

Household Income Level	City of De Pere		
	All Occupied	Owner Occupied	Renter Occupied
Less than \$20,000	96%	90%	100%
\$20,000 to \$34,999	60%	51%	75%
\$35,000 to \$49,999	40%	29%	50%
\$50,000 to \$74,999	17%	22%	10%
\$75,000 or more	2%	2%	1%
Total	21%	17%	30%
Total < \$50,000	18%	12%	28%

Source: ACS 2022 5-year estimates

In 2022, 2,161 households were cost-burdened in the City of De Pere, or 21% of all households. This share is lower than the county (23%).

1,099 were owner households, and 1,062 were renter households, accounting for 17% and 30% of households. The county levels are 15% and 38%, respectively.

Cost-burdened households are skewed toward lower-income households (those with a household income under \$35,000).



COST-BURDENED BY AGE

Cost Burdened Households by Age of Householder, 2022 (Households with Housing Costs at 30% or More of Household Income)

Age	City of De Pere		
	All Occupied	Owner Occupied	Renter Occupied
15 to 24 years	145	79	66
25 to 34 years	307	104	203
35 to 64 years	866	397	469
65 years or older	843	519	324
Total	2,161	1,099	1,062

Source: ACS 2022 5-year estimates

Share of Housholds by Age of Householder that are Cost Burdened, 2022

Age	City of De Pere		
	All Occupied	Owner Occupied	Renter Occupied
15 to 24 years	32%	50%	22%
25 to 34 years	18%	14%	22%
35 to 64 years	17%	11%	29%
65 years or older	31%	26%	44%
Total	34%	38%	30%

Source: ACS 2022 5-year estimates

The largest share of cost-burdened households are 15 to 24, with 32% of householders in that age bracket being cost-burdened, 50% of owner households, and 22% of renter households.

Senior households (65 years or older) also have a strong share of cost-burdened, with 44% of renters and 26% of owners.



UNDERHOUSED AND OVERCROWDED HOUSING

Underhoused Residents Aged 15-34, 2022

Living Arrangements	City of De Pere		Brown County	
	Count	Share	Count	Share
Total Households, Age 15-34	2,157	100%	23,357	100%
Living Alone	311	14%	6,254	27%
Married Couple	961	45%	7,856	34%
Other Family	459	21%	4,278	18%
Nonfamily	426	20%	4,969	21%
Total Living with Others (non-spouse)	885	41%	9,247	40%

Note: Data is Population not Households

Source: ACS 2022 5-year estimates

Overcrowded Households, 2022

Housing Units	City of De Pere	Brown County
Overcrowded Owner Occupied Units	36	921
Percent Overcrowded Owner Occupied Units	1%	1%
Overcrowded Renter Occupied Units	198	1,411
Percent Overcrowded Renter Occupied Units	3%	4%
Total Overcrowded Occupied Units	234	2,332
Percent Total Overcrowded Occupied Units	2%	2%

Note: Households with over 1 occupants per room

Source: ACS 2022 5-year estimates

41% of residents 15-34 are underhoused in the city, while 40% are underhoused in the county.

234 Units are overcrowded in the city, while 2,332 are overcrowded in Brown County.

Overcrowded units have more than 1 occupant per room. Underhoused residents are residents aged 18-34 living with other non-spouses who may prefer to live alone.



OBSOLETE AND SUBSTANDARD HOUSING

22 units are substandard in the City of De Pere compared to 1,406 units in Brown County. 29 units are obsolete (built before 1939) in De Pere, for a total of 303 at the county level.

Substandard Housing, 2022

	City of De Pere	Brown County
Total Occupied Housing Units	10,099	109,096
Units with complete plumbing	10,094	108,647
Units without complete plumbing	5	449
Percent without complete plumbing	0.05%	0.41%
Units with complete kitchen facilities	10,082	108,139
Units without complete kitchen facilities	17	957
Percent without complete kitchen facilities	0.17%	0.88%
Minimum Number of Substandard Units	22	1,406

Note: Includes Vacant Units

Source: ACS 2022 5-year estimates

Obsolete Housing, 2022

	City of De Pere	Brown County
Housing Units Built Prior to 1939	978	10,086
Estimated Percent Obsolete	3%	3%
Estimated Obsolete Units	29	303

Source: ACS 2022 5-year estimates

The US Census defines Substandard Housing as units without complete plumbing or kitchen facilities. Obsolete Housing is based on an industry-standard assumption that 3% of units built before 1939 are in need of rehabilitation and, as a result, are obsolete. Substandard and obsolete housing units are not mutually exclusive, as the same unit may be both obsolete and substandard.



DISPLACED COMMUTERS

Displaced commuters are individuals who work in the City of De Pere but, due to market conditions, live elsewhere.

89% of individuals who work in the City of De Pere live elsewhere, a rate higher than has been seen historically in De Pere.

Based on a rate more aligned with the historical share, an estimated 417 displaced commuter households account for 313 owner and 104 renter households.

Commuters Displaced out of City of De Pere

City of De Pere Workers	
Total Workers	15,991
Living within De Pere	1,702
Living Outside of De Pere	14,289
Percent Living Outside of De Pere	89%
Historical Percent (Average 2006-2020)	87%
Total Displaced Commuters	417
Likely Residence	
Owner Households	313
Renter Households	104
Total Displaced Commuters	417

Source: Census OnTheMap, ACS 2022 5-year Estimates, Camoin Associates



TOTAL CURRENT HOUSING NEED

Primary Measures of City of De Pere Current Housing Needs

	Total Occupied	Owner Occupied	Renter Occupied
Cost Burdened Households	2,161	1,099	1,062
Displaced Commuters	417	313	104
Total Primary Housing Need	2,578	1,412	1,166

Note: Displaced Commuters are individuals not households

Source: Camoin Associates

Primary Need totals 2,578 total households, accounting for 1,412 owner and 1,166 renter occupied households.

Additional Sources of Current Housing Need

	Total Occupied	Owner Occupied	Renter Occupied
Substandard Housing	22	17	6
Overcrowded Households	234	176	59
Obsolete Housing	29	22	7
Underhoused Residents (Aged 18-34)	885	221	664
Total Additional Need	1,170	435	735

Note: Underhoused Residents are individuals not households, categories are not mutually exclusive as the same household may be overcrowded and obsolete

Source: Camoin Associates

Additional Need totals 1,170 total households, accounting for 221 owner and 735 renter occupied households.



AREA MEDIAN INCOME (AMI) LEVELS FOR DE PERE

Total Households by Income Limits, De Pere, 2024

AMI Bracket	De Pere	
	Renter Households	Owner Households
Over 150% AMI	4%	35%
120% - 150% AMI	12%	19%
100% - 120% AMI	6%	11%
80% - 100% AMI	16%	9%
50% - 80% AMI	33%	15%
35% - 50% AMI	21%	4%
35% AMI and Under	8%	7%
Total	100%	100%

Source: American Community Survey 1-year Estimates Public Use Microdata Sample, Camoin Associates

To determine the affordable price points for the current household need, the share of renters and owners by AMI bracket, the income limits by AMI, and the number of persons in the family are provided.

These charts inform which AMI bracket the source of need values will fall into.

2024 HUD Income Limits, Green Bay Metro Area

AMI Bracket	Persons in Family							
	One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
150% AMI	\$102,900	\$117,600	\$132,300	\$147,000	\$158,760	\$170,520	\$182,280	\$194,040
120% AMI	\$82,320	\$94,080	\$105,840	\$117,600	\$127,008	\$136,416	\$145,824	\$155,232
100% AMI	\$68,600	\$78,400	\$88,200	\$98,000	\$105,840	\$113,680	\$121,520	\$129,360
Low (80% AMI)	\$54,900	\$62,750	\$70,600	\$78,400	\$84,700	\$90,950	\$97,250	\$103,500
Very Low (50% AMI)	\$34,300	\$39,200	\$44,100	\$49,000	\$52,950	\$56,850	\$60,800	\$64,700
Extremely Low	\$20,600	\$23,550	\$26,500	\$31,200	\$36,580	\$41,960	\$47,340	\$52,720

Source: US Department of Housing and Urban Development, Camoin Associates



COST-BURDENED HOUSING NEED

This table presents the distribution of total cost-burdened households by Area Median Income (AMI) in the City of De Pere. The US Department of Housing and Urban Development (HUD) defines cost-burdened households as spending over 30% of their income on housing costs.

Renters and Owners in the lowest income brackets ("35% AMI and Under" and "35% - 50% AMI") are heavily burdened.

Total Cost-Burdened Households by AMI

AMI Bracket	De Pere		Total Households
	Renter Households	Owner Households	
Over 150% AMI	2	41	43
120% - 150% AMI	5	22	27
100% - 120% AMI	3	13	15
80% - 100% AMI	11	62	73
50% - 80% AMI	58	328	387
35% - 50% AMI	570	258	829
35% AMI and Under	413	375	788
Total	1,062	1,099	2,161

Source: American Community Survey 1-year Estimates Public Use Microdata Sample, Camoin Associates



DISPLACED COMMUTERS' HOUSING NEED

This table outlines the needs of displaced commuter households in De Pere, categorized by their Area Median Income (AMI) levels. Displaced commuters are workers who live outside of the city they work in because there are no suitable housing options.

The below 35% AMI bracket shows the highest number of displaced households for both renters and owners combined, with a total of 109 households.

Displaced Commuters Households Need in De Pere, by AMI

AMI Bracket	Displaced Commuters		
	Renter Households	Owner Households	Total Households
Over 150% AMI	6	10	16
120% - 150% AMI	13	28	41
100% - 120% AMI	0	46	13
80% - 100% AMI	5	42	48
50% - 80% AMI	38	60	98
35% - 50% AMI	29	31	59
35% AMI and Under	13	96	109
Total	104	313	417

Source: American Community Survey 1-year Estimates Public Use Microdata Sample



ADDITIONAL SOURCES OF HOUSING NEED

This table details additional needs for De Pere households categorized by Area Median Income (AMI).

Among renters, the "35% AMI and Under" bracket has the highest additional needs, contrasting with the "50% - 80% AMI" brackets, which show the highest need for owners.

Additional Sources of De Pere Household Need by AMI

AMI Bracket	De Pere		
	Renter Households	Owner Households	Total Households
Over 150% AMI	32	151	184
120% - 150% AMI	87	82	170
100% - 120% AMI	43	48	91
80% - 100% AMI	118	39	157
50% - 80% AMI	243	64	307
35% - 50% AMI	153	19	172
35% AMI and Under	58	32	90
Total	735	435	1,170

Source: American Community Survey 1-year Estimates Public Use Microdata Sample, Camoin Associates



TOTAL CURRENT HOUSING NEED BY AMI AND PRICES

Primary Sources of Need: De Pere Household Affordable Price Points by AMI

AMI Bracket	Income Level (AMI Bracket 2-person Household)	Total Renter Housing Units Needed	Maximum Affordable Rent	Total Owner Housing Units Needed	Maximum Affordable Home
Over 150% AMI	\$117,600+	8	\$2,940+	50	\$373,300+
150% AMI	\$117,600	18	\$2,940	50	\$373,300
120% AMI	\$94,080	3	\$2,352	59	\$298,900
100% AMI	\$78,400	16	\$1,960	105	\$248,900
Low (80% AMI)	\$62,750	96	\$1,569	388	\$198,900
Very Low (50% AMI)	\$39,200	599	\$980	289	\$124,400
Extremely Low	\$23,550	427	\$589	471	\$74,400

Note: Primary Sources of Need include: Cost-burdened and Displaced Workers.

Note: Max rent is based on 30% of income going towards rent, Max affordable home calculation is based on interest rates as of May 1, 2024 and a 10% down payment.

Source: US Department of Housing and Urban Development, Camoin Associates

Additional Sources of Need: De Pere Household Affordable Price Points by AMI

AMI Bracket	Income Level (AMI Bracket 2-person Household)	Total Renter Housing Units Needed	Maximum Affordable Rent	Total Owner Housing Units Needed	Maximum Affordable Home
Over 150% AMI	\$117,600+	32	\$2,940+	151	\$373,300+
150% AMI	\$117,600	87	\$2,940	82	\$373,300
120% AMI	\$94,080	43	\$2,352	48	\$298,900
100% AMI	\$78,400	118	\$1,960	39	\$248,900
Low (80% AMI)	\$62,750	243	\$1,569	64	\$198,900
Very Low (50% AMI)	\$39,200	153	\$980	19	\$124,400
Extremely Low	\$23,550	58	\$589	32	\$74,400

Note: Additional Sources include Overcrowded, Underhoused and Substandard households.

Note: Max rent is based on 30% of income going towards rent, Max affordable home calculation is based on interest rates as of May 1, 2024 and a 10% down payment.

Source: US Department of Housing and Urban Development, Camoin Associates

The breakdown of cost-burdened and displaced commuters by AMI and the HUD income limits for affordable price points for the Primary Source of Need and Additional Sources of Need are provided.

The analysis reveals that over 1,026 rental units with rents at or below \$980 and over 760 houses with prices at or below \$124,400 are needed to bring people out of housing price-burdened conditions.



HOUSING AFFORDABILITY GAP - RENTERS

A rental unit priced at the median rate will cost the occupant approximately \$11,748 annually in De Pere. Housing costs should not account for more than 30% of total income to maintain affordability. This implies that a household income of around \$40,000 should comfortably afford a median-priced rental unit-an hourly wage rate of \$20.

The median income in De Pere is \$57,813, well over the level estimated to afford the median-priced unit.

By this measure, rental rates are relatively affordable in De Pere.

The Median Gross Monthly Rent in the table below represents the median of all rents in De Pere, regardless of the size of the apartment. These rental prices are self-reported by Census respondents and do not reflect currently advertised rents.

Rental Affordability Gap: Gross Rents and Median Income in De Pere - 2023

Median Gross Monthly Rent	\$979
Annualized Rent	\$11,748
Household Annual Income Threshold	\$39,160
Hourly Wage Threshold (full-time)	\$20.40
Median Renter Household Income	\$57,813
Median Rent Share of Median Income	20.3%

Source: Camoin Associates, Esri, ACS 5-year estimates



HOUSING AFFORDABILITY GAP - OWNERSHIP

Home Affordability Gap: Housing Prices and Income Levels in De Pere

City of De Pere	
Income Gap	
Median Sale Price	\$317,900
Down Payment of 10%	\$31,790
Loan Amount	\$286,110
Principal and Interest Payment	\$2,005
Estimated Insurance/Taxes/Utilities Per Monthly Payment	\$501
Total Monthly Payment	\$2,507
Household Income Threshold	\$100,260
Median Household Income	\$75,151
Income Gap	\$25,109
Home Price Gap	
Median Household Income	\$75,151
Affordable Payment with Median Household Income	\$1,879
Affordable Principal and Interest (excl. insurance and taxes)	\$1,503
Affordable Home Price Based on Median Income	\$238,900
Median Sale Price	\$317,900
Home Price Affordability Gap	\$79,000

Note: Home prices and payments assume 7.51% mortgage rate and 10% down payment

Source: Camoin Associates, Esri, REALTORS Association of Northeast Wisconsin, mortgagenewsdaily.com

The median price of a home in De Pere is \$317,900. Monthly mortgage payments and expenses for a home priced at this level would reach approximately \$2,500.

Holding monthly housing expenses to 30% of household income implies a minimum household income of around \$100,260 annually to comfortably purchase a home at this price.

With a median household income in De Pere of \$75,151, the typical household falls over \$25,000 short of the needed income level.

Alternatively, a household with a median income level for the city could comfortably make monthly payments of \$1,879. Applying this level of payment to a mortgage, a household could apply \$1,503 monthly to a mortgage payment (after factoring out insurance, taxes, and utilities).

This level of payment would then be sufficient to purchase a home priced at \$238,900 – around \$79,000 below the median price of a home. On a search conducted on June 18, 2024, the City had 4 properties available for less than \$238,900. Lower-price homes may come with costly but necessary renovations.



DEVELOPMENT COSTS COMPARISON

MUNICIPAL COSTS ON DEVELOPMENT COMPARISON

Camoin Associates solicited input on development costs from the surrounding municipalities of De Pere and compared them to the city's requirements to assess the impact on development.

Subdivision Development Analysis

Metric	De Pere	Bellevue	Green Bay	Howard	Lawrence	Ledgeview	Suamico
Street Construction							
Can a private developer build and dedicate the road to the municipality? (Y/N)	No	Yes - We have a Infrastructure Agreement and Letter of Credit/Performance Bond Requirement	Residential subdivisions can build and dedicate	No. We don't allow construction and then dedication.	Yes. Streets can be built by contractors, within the terms of a developer's agreement.	No.	Yes
Design Fees/Cost Explanation	20% of Construction	If Village is requested to do the design and construction/administrative management of the project estimate 3% - 6% of the cost for design depending on size and scale of the project and between 6% to 10% for the administration/management/inspection of the construction project based on size and scale of the project.	No	Our engineering fee is 16.75% of overall cost. We usually do all design, bidding, etc. in house.	The City [of De Pere] has an engineering department and charges their percentage to cover costs. The Town contracts with McMahon Associates and engineering costs are passed to the developer on a case by case basis.	20% (5% = Admin; 15% Engineering/Legal).	Based on estimated time of inspections



MUNICIPAL COSTS FOR DEVELOPMENT COMPARISON

Camoin Associates solicited input on development costs from the surrounding municipalities of De Pere and compared them to the city's requirements to assess the impact on development.

Subdivision Development Analysis							
	De Pere	Bellevue	Green Bay	Howard	Lawrence	Ledgeview	Suamico
Platting Fees to Developer							
	\$300 (Fee + \$68 per lot)	\$200 Base Fee + \$35/lot	\$150 (Fee + \$35 per lot/outlot)	\$100 + \$15/lot	No Response	\$200 + \$25/lot	\$300
	\$200	\$100	\$150	\$75	No Response	\$350	\$200
	\$375	\$175	\$250	\$25	No Response	\$350	\$100 per lot, \$200 min
Parkland Dedication Fee- In Lieu of Land	\$300 SH/ \$130 per MF Bd	\$349 Parkland Dedication Fee at time of plat filing and \$349 Park Improvement Fee at time of building permit (Total \$698/lot)	\$350	No Response	No Response	\$1181/dwelling unit	\$500
	None.	\$5.20 / Linear Foot	1 tree per 50 lf of ROW (\$100 each)	No Response	No Response	Actual cost/ Tree every 60', average is 6.67LF	No Response



MUNICIPAL COSTS FOR DEVELOPMENT COMPARISON

Subdivision Development Analysis								
Metric	Household Size	De Pere	Bellevue	Green Bay	Howard	Lawrence	Ledgeview	Suamico
Impact Fees or Fees to Home Owner/Builder								
Fire Protection Impact Fee	Single Household	None	\$266	None	No Response	None	None	No Response
	1bd Multiunit - household	None	\$133	None	No Response	None	None	No Response
	2bd Multiunit - household	None	\$199	None	No Response	None	None	No Response
Park Impact Fee	Single Household	None	\$698/unit	None	\$1225/Single-Family Dwelling Unit	None	\$420	No Response
	1bd Multiunit - household	None	\$345/unit	None	\$871/Multi-Family Dwelling Unit	None	\$420	No Response
	2bd Multiunit - household	None	\$524/unit	None	\$871/Multi-Family Dwelling Unit	None	\$420	No Response
Water Supply & Storage Impact Fee	Single Household	None	\$191 (REC) 1/unit	None	\$294/0.75" supply meter	None	None	No Response
	1bd Multiunit - household	None	\$0.75 REC/unit	None	\$294/0.75" supply meter	None	None	No Response
	2bd Multiunit - household	None	1 REC/unit	None	\$15,288/8" supply meter	None	None	No Response
Law Enforcement Impact Fee	Single Household	None	\$154	None	No Response	None	None	No Response
	1bd Multiunit - household	None	\$77	None	No Response	None	None	No Response
	2bd Multiunit - household	None	\$116	None	No Response	None	None	No Response
Transportation Impact Fee	Single Household	None	No Response	None	\$667/Single-Family Dwelling Unit	None	\$750	No Response
	1bd Multiunit - household	None	No Reponse	None	\$474/Multi-Family Dwelling Unit	None	\$581	No Response
	2bd Multiunit - household	None	No Response	None	\$474/Multi-Family Dwelling Unit	None	\$432	No Response



SURVEY RESULTS

Default Report

Explore the data behind your survey responses. Gain a better perspective of your survey data and uncover insights for further planning.



Visited

837



Started

498



Avg. Time to Complete

6m



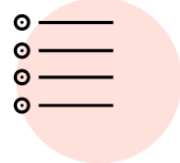
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Completion Rate

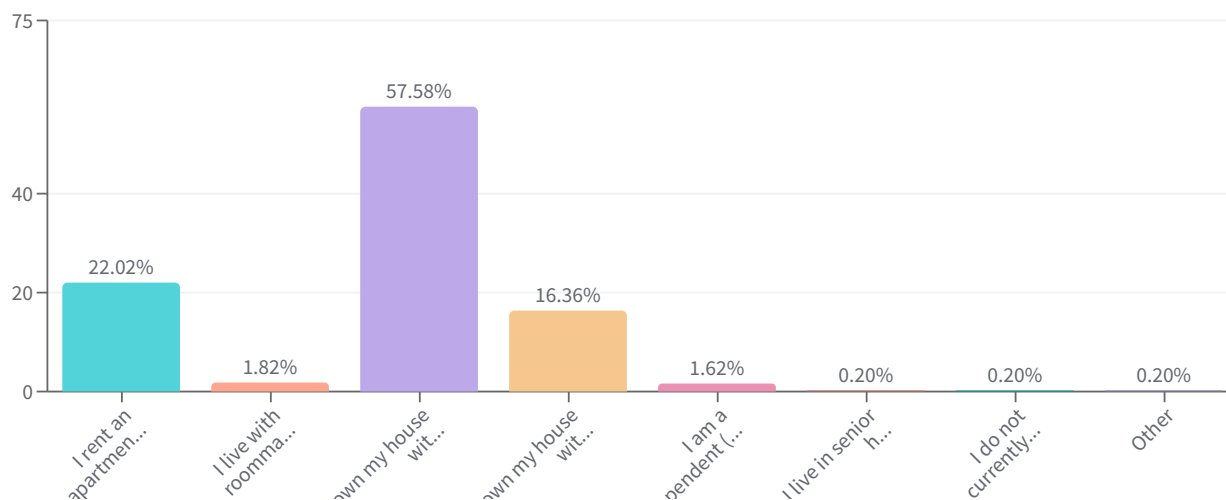
100.00%



QUESTION 01 | MULTIPLE CHOICE

What is your current housing situation?

Select one.

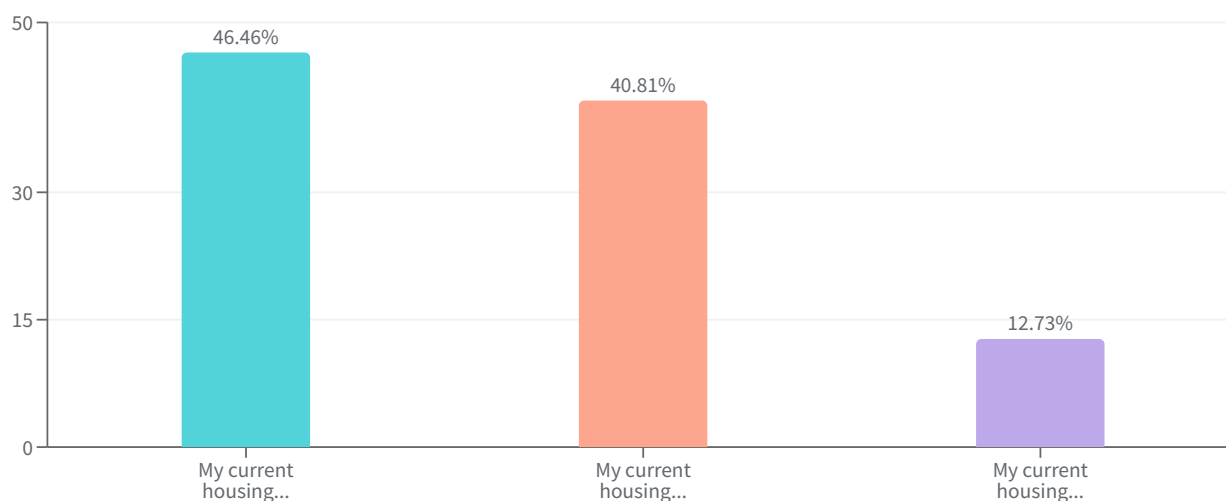
Answered: **495** Skipped: **3**

ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
I rent an apartment or house.	109	22.02 %
I live with roommates or family and share costs.	9	1.82 %
I own my house with a mortgage.	285	57.58 %
I own my house without a mortgage.	81	16.36 %
I am a dependent (living with parents or caregivers who pay for my housing).	8	1.62 %
I live in senior housing or assisted living.	1	0.20 %
I do not currently have permanent housing.	1	0.20 %
Other	1	0.20 %

QUESTION 02 | MULTIPLE CHOICE

Does your current housing situation meet your needs?

Answered: **495** Skipped: **3**



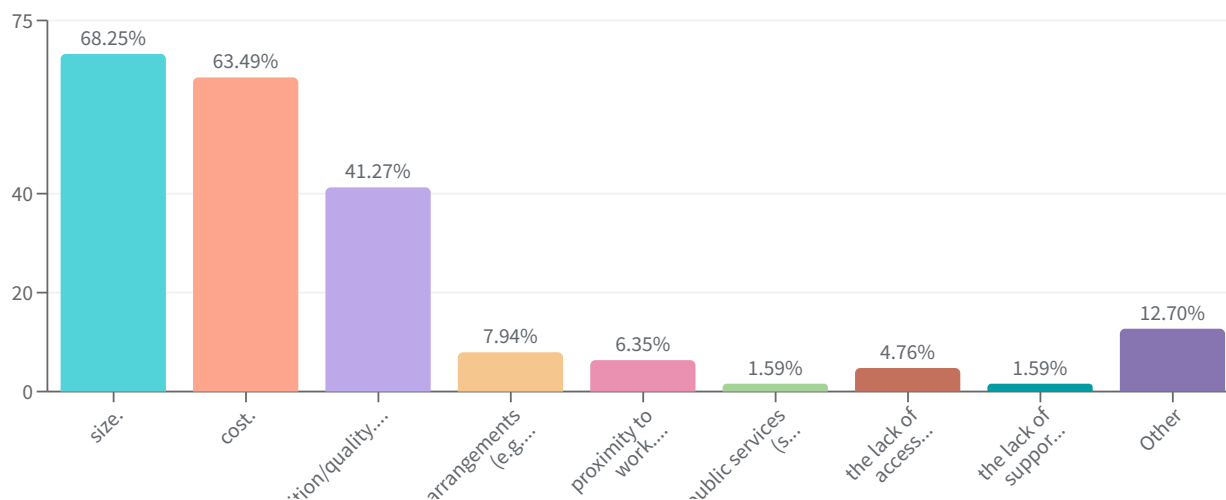
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
My current housing meets my needs today.	230	46.46 %
My current housing meets my anticipated needs for the next 10 years.	202	40.81 %
My current housing does NOT meet my needs today.	63	12.73 %

QUESTION 03 | MULTIPLE CHOICE

My current housing does NOT meet my needs because of...

Select up to three.

Answered: **63** Skipped: **2**



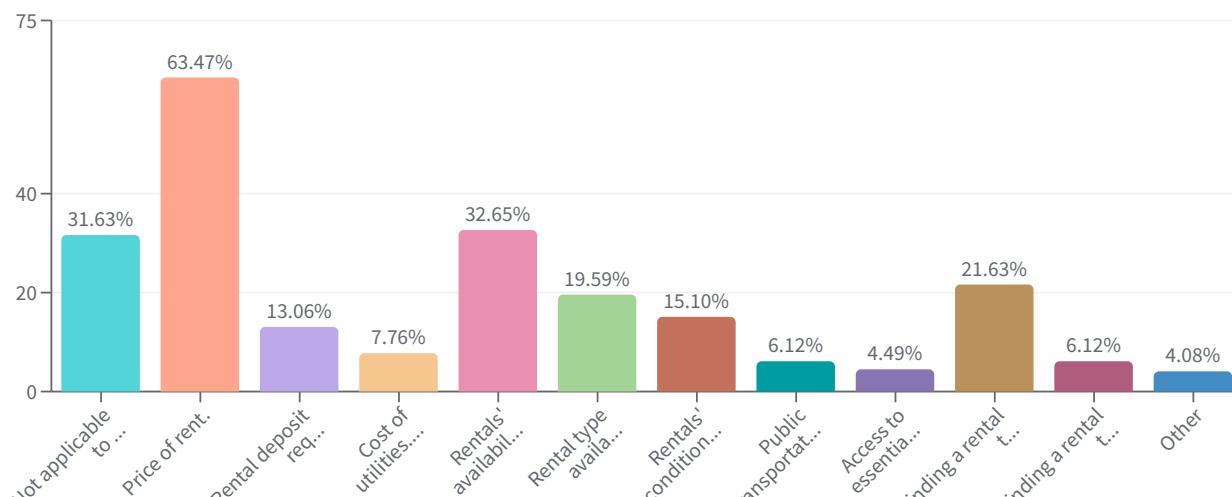
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
size.	43	68.25 %
cost.	40	63.49 %
condition/quality.	26	41.27 %
arrangements (e.g., roommates, limited-time lease, etc.).	5	7.94 %
proximity to work.	4	6.35 %
public services (schools/policing).	1	1.59 %
the lack of access to essentials (like groceries/healthcare).	3	4.76 %
the lack of supportive services I require.	1	1.59 %
Other	8	12.70 %

QUESTION 04 | MULTIPLE CHOICE

What do you think are the top RENTAL issues in De Pere?

Select up to three.

Answered: 490 Skipped: 8



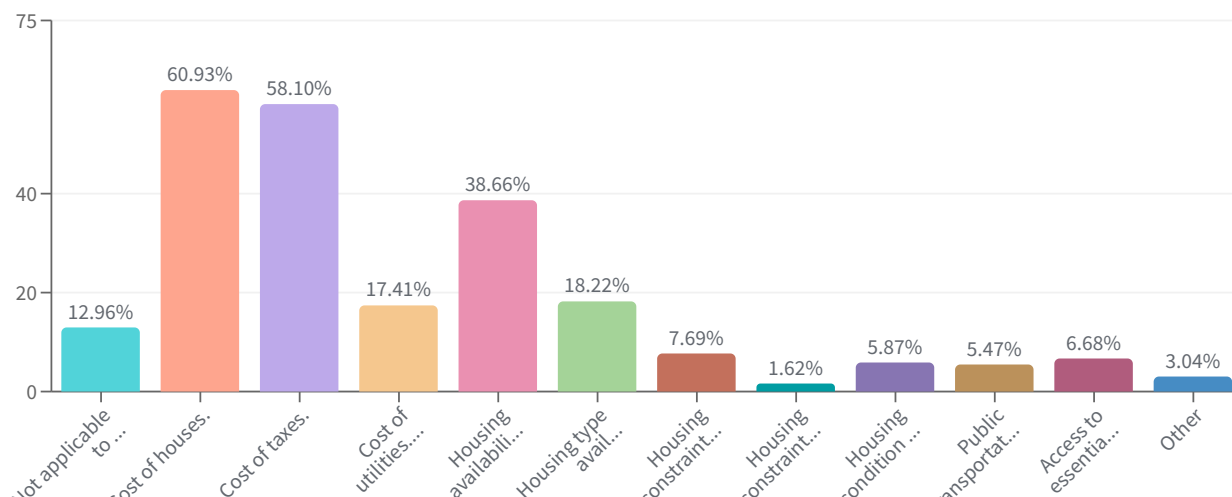
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Not applicable to me.	155	31.63 %
Price of rent.	311	63.47 %
Rental deposit requirements (security deposit, application fees, prepaid rent, etc.).	64	13.06 %
Cost of utilities.	38	7.76 %
Rentals' availability.	160	32.65 %
Rental type availability (right size of rental, etc.).	96	19.59 %
Rentals' condition and quality.	74	15.10 %
Public transportation for residents, or transportation services for the mobility impaired.	30	6.12 %
Access to essentials like groceries and healthcare services.	22	4.49 %

ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Finding a rental that allows pets.	106	21.63 %
Finding a rental that is suitable for children.	30	6.12 %
Other	20	4.08 %

QUESTION 05 | MULTIPLE CHOICE

What do you think are the top HOMEOWNER issues in De Pere?

Select up to three.

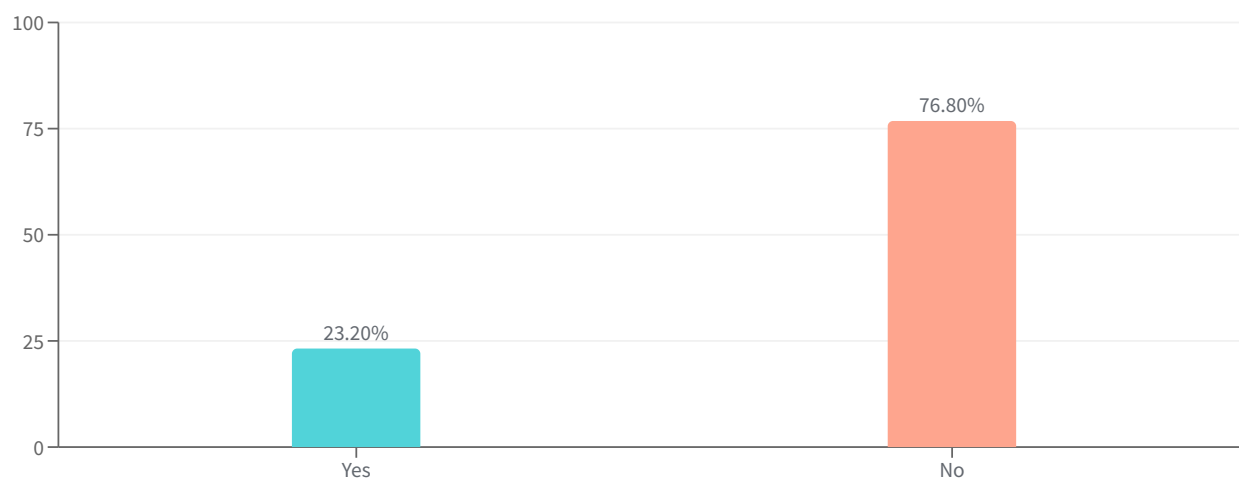
Answered: **494** Skipped: **4**

ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Not applicable to me.	64	12.96 %
Cost of houses.	301	60.93 %
Cost of taxes.	287	58.10 %
Cost of utilities.	86	17.41 %
Housing availability.	191	38.66 %
Housing type availability (right size of housing, etc.).	90	18.22 %
Housing constraints' effect on community (young people, seniors, families, diversity).	38	7.69 %
Housing constraints' effect on workforce (local workers commuting in, residents commuting out).	8	1.62 %
Housing condition and quality.	29	5.87 %

ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Public transportation for residents, or transportation services for the mobility impaired.	27	5.47 %
Access to essentials like groceries and healthcare services.	33	6.68 %
Other	15	3.04 %

QUESTION 06 | YES OR NO

Are you looking to move in the next 12 months?

Answered: **487** Skipped: **7**

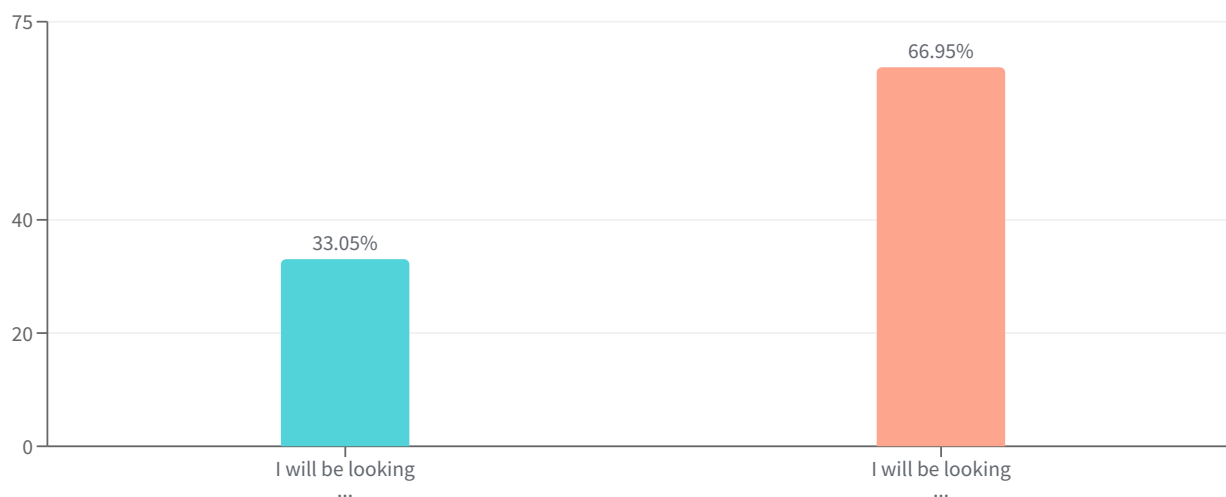
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Yes	113	23.20 %
No	374	76.80 %

QUESTION 07 | MULTIPLE CHOICE

If you expect to be looking to move in the next 12 months, would you be looking to RENT or BUY your next housing?

Next we will ask you what your preference is in that category.

Answered: **118** Skipped: **5**



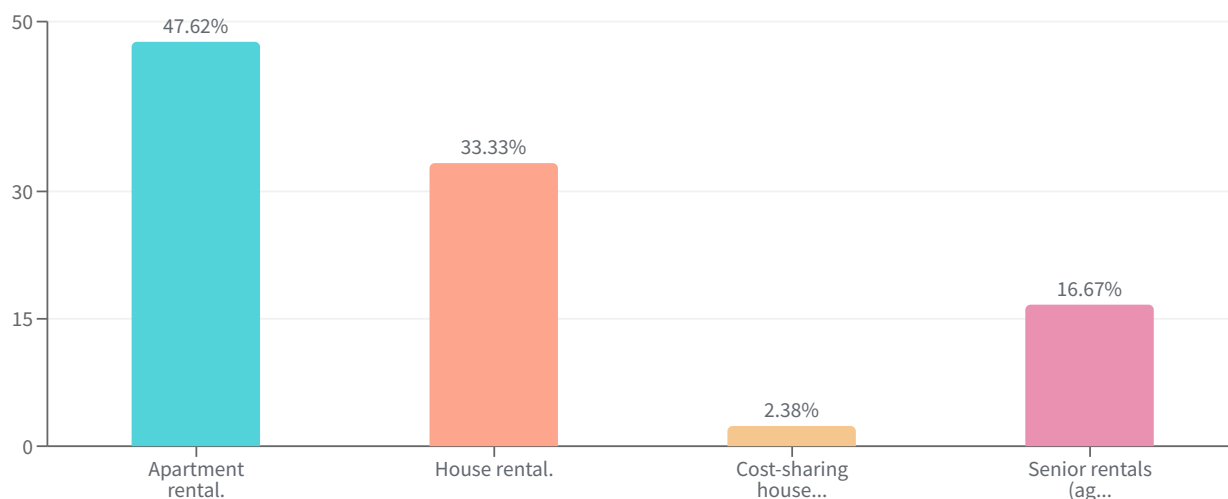
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
I will be looking to RENT.	39	33.05 %
I will be looking to BUY.	79	66.95 %

QUESTION 08 | MULTIPLE CHOICE

If you were considering RENTING in De Pere, what would your ideal housing situation be?

Assume all options below were available and fit your budget. Select your top choice only. Next we'll ask you how many bedrooms you prefer.

Answered: **42** Skipped: **2**



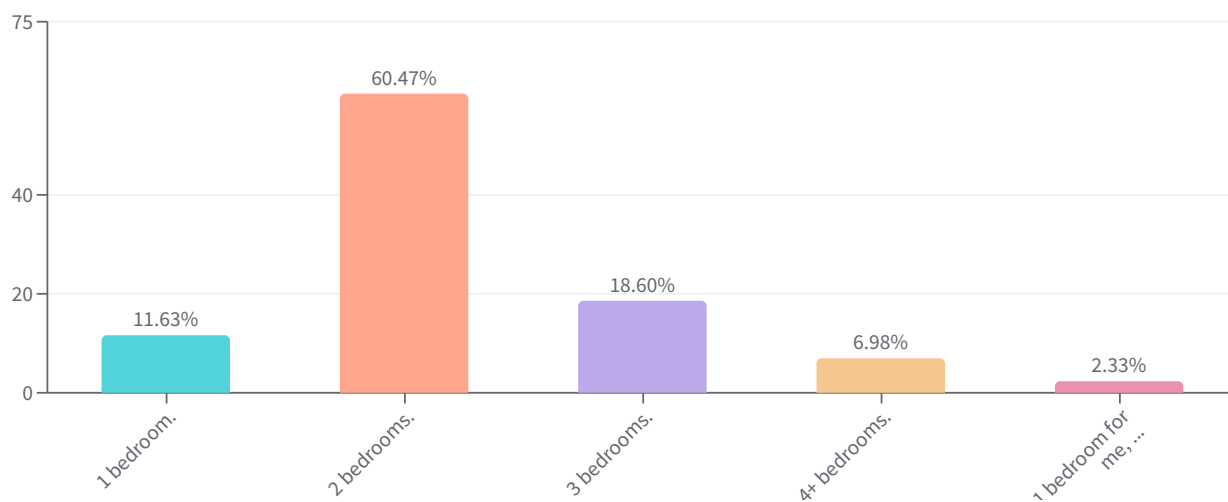
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Apartment rental.	20	47.62 %
House rental.	14	33.33 %
Cost-sharing house rental with roommates.	1	2.38 %
Senior rentals (age-restricted).	7	16.67 %

QUESTION 09 | MULTIPLE CHOICE

If you were considering RENTING in De Pere, how many bedrooms would be ideal?

Assume all options below were available and fit your budget. Select your top choice only.

Answered: **43** Skipped: **2**



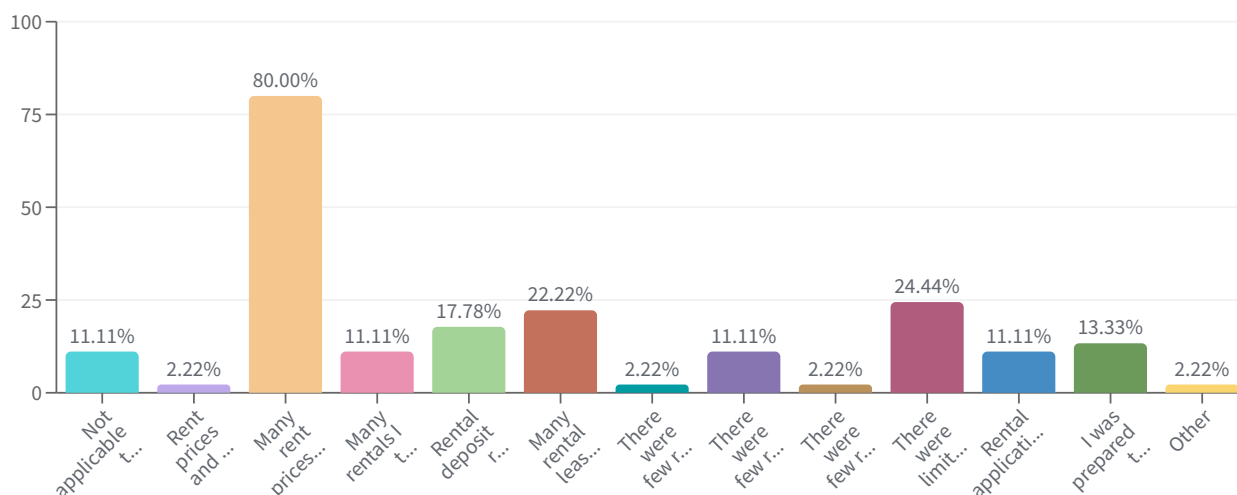
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
1 bedroom.	5	11.63 %
2 bedrooms.	26	60.47 %
3 bedrooms.	8	18.60 %
4+ bedrooms.	3	6.98 %
1 bedroom for me, and a bedroom for each of my roommates.	1	2.33 %

QUESTION 10 | MULTIPLE CHOICE

Have you looked for a rental in De Pere in the last year and a half (since April 2022)? What did you observe in the rental market?

Select up to three.

Answered: 45 Skipped: 0



ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Not applicable to me.	5	11.11 %
Rent prices and policies were what I expected.	1	2.22 %
Many rent prices exceeded my budget and would put me at risk of becoming housing cost-burdened (spending more than 30% of my income on rent).	36	80.00 %
Many rentals I toured were in poor condition.	5	11.11 %
Rental deposit requirements (security deposit, application fees, prepaid rent, etc.) seemed burdensome.	8	17.78 %
Many rental lease policies were restrictive (detering children and pets).	10	22.22 %
There were few rental options that met my specific mobility or support needs.	1	2.22 %

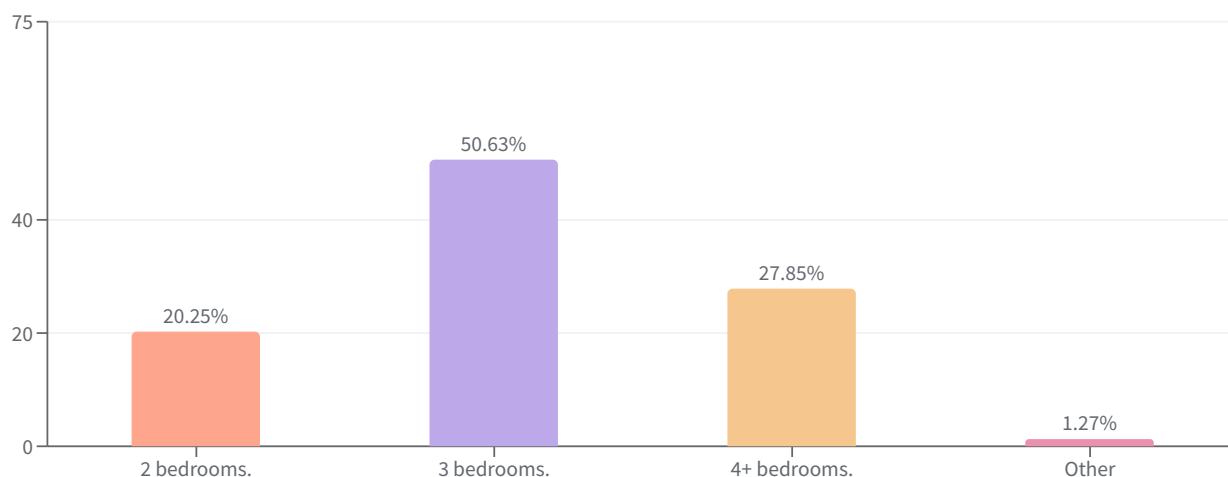
ANSWER CHOICES 	RESPONSES 	RESPONSE PERCENTAGE 
There were few rental options in my desired neighborhood or school district.	5	11.11 %
There were few rental options suited for families.	1	2.22 %
There were limited rental options in total on the market.	11	24.44 %
Rental applications felt highly competitive, rushing me to make decisions.	5	11.11 %
I was prepared to “settle” -- to rent an apartment or home outside of my desired type, condition, or location.	6	13.33 %
Other	1	2.22 %

QUESTION 11 | MULTIPLE CHOICE

If you were considering BUYING in De Pere, how many bedrooms would be ideal?

Assume all options below were available and fit your budget. Select your top choice only.

Answered: **79** Skipped: **0**



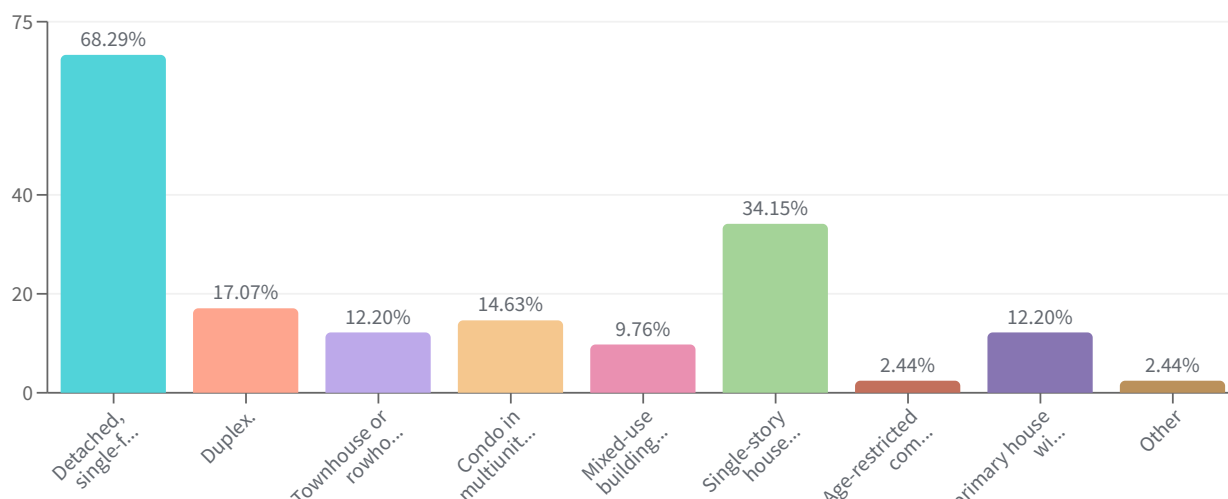
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
2 bedrooms.	16	20.25 %
3 bedrooms.	40	50.63 %
4+ bedrooms.	22	27.85 %
Other	1	1.27 %

QUESTION 12 | MULTIPLE CHOICE

If you were considering BUYING housing in De Pere, what type of housing would you consider?

Assume all housing types fit your budget and were available. Select up to three.

Answered: **41** Skipped: **0**



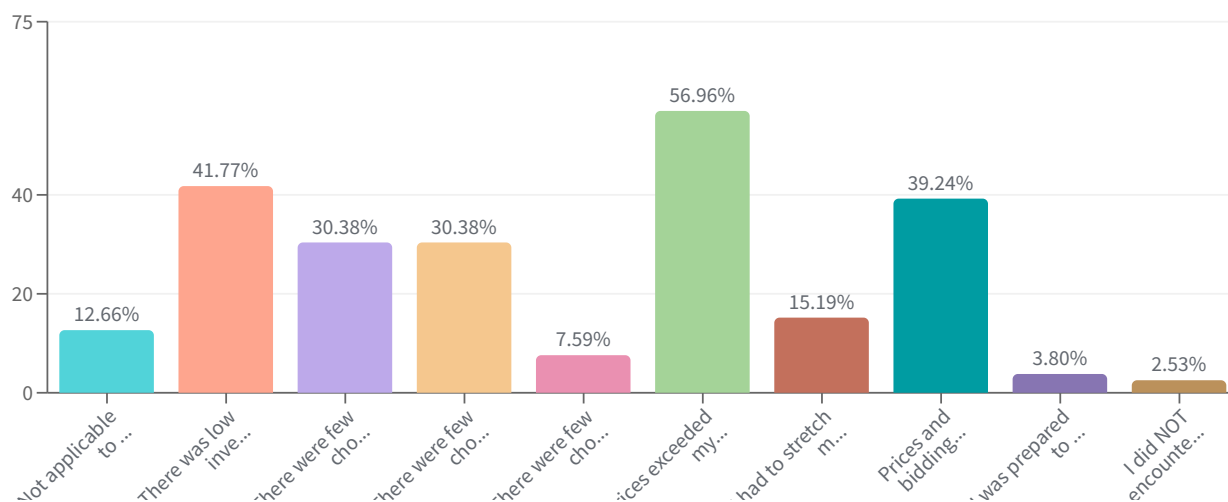
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Detached, single-family house or condo.	28	68.29 %
Duplex.	7	17.07 %
Townhouse or rowhome.	5	12.20 %
Condo in multiunit building.	6	14.63 %
Mixed-use building (like a downtown building with shops on first floor and residential units above).	4	9.76 %
Single-story house for ease of mobility.	14	34.15 %
Age-restricted community.	1	2.44 %
A primary house with an extra living unit (for family members or extra income).	5	12.20 %
Other	1	2.44 %

QUESTION 13 | MULTIPLE CHOICE

Have you looked to buy a house in the last year and a half (since April 2022) in De Pere? What did you find in the marketplace?

Select up to three.

Answered: **79** Skipped: **0**



ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Not applicable to me.	10	12.66 %
There was low inventory across the city for sale.	33	41.77 %
There were few choices on the market for my desired housing type.	24	30.38 %
There were few choices on the market in my desired neighborhoods.	24	30.38 %
There were few choices on the market in good condition or of high quality.	6	7.59 %
Prices exceeded my expectations coming into the market.	45	56.96 %
I had to stretch my budget in order to compete in bidding.	12	15.19 %

ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
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Prices and bidding put my household finances at risk of becoming housing cost-burdened (spending more than 30% of household income on housing).	31	39.24 %
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I was prepared to “settle” -- to buy a house outside of my desired type, condition, or location.	3	3.80 %
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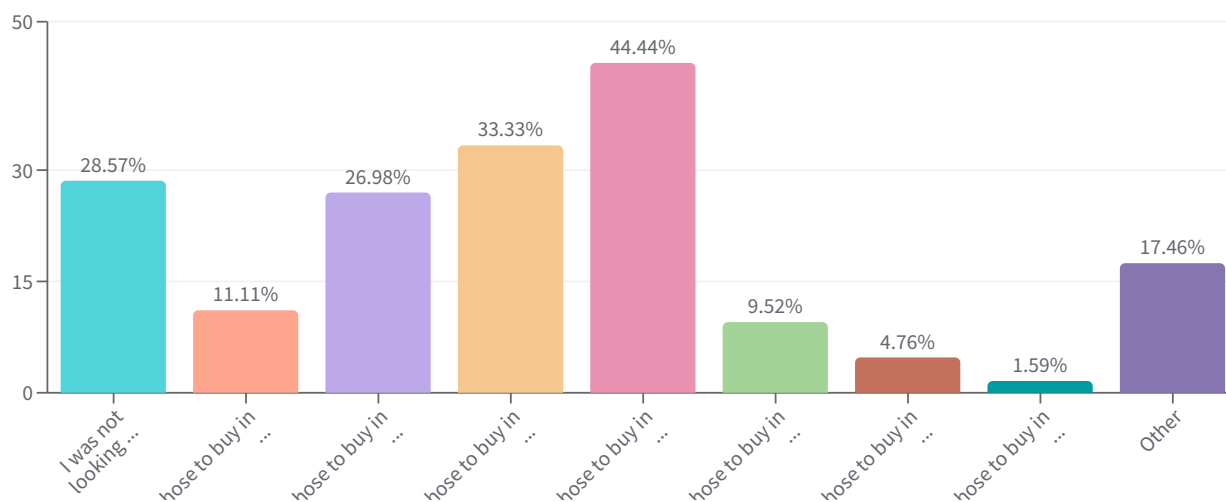
I did NOT encounter significant issues while buying a house in the De Pere market.	2	2.53 %
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QUESTION 14 | MULTIPLE CHOICE

Were you looking for houses in areas outside of De Pere, too?
What made you choose De Pere?

Select up to three.

Answered: **63** Skipped: **6**



ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
I was not looking for houses outside of De Pere.	18	28.57 %
I chose to buy in De Pere because of the right opportunity (the right house at the right price).	7	11.11 %
I chose to buy in De Pere because of family or social ties.	17	26.98 %
I chose to buy in De Pere because of affiliation (I grew up in De Pere or have already lived here for a period of time).	21	33.33 %
I chose to buy in De Pere based primarily on neighborhoods, community, and services (schools, parks, public safety, etc.).	28	44.44 %
I chose to buy in De Pere because other areas did not meet my needs.	6	9.52 %

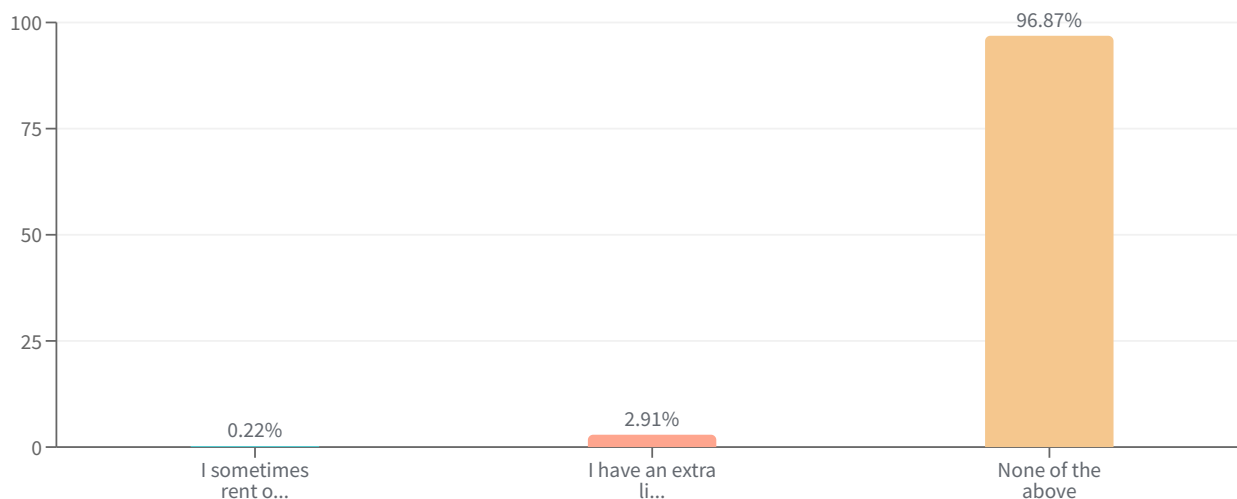
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
I chose to buy in De Pere for lack of housing options in other markets.	3	4.76 %
I chose to buy in De Pere for lack of affordable options in other markets.	1	1.59 %
Other	11	17.46 %

QUESTION 15 | MULTIPLE CHOICE

Do any of these situations apply?

Select all that apply. All answers are anonymous.

Answered: **447** Skipped: **6**



ANSWER CHOICES ▾

RESPONSES ▾

RESPONSE PERCENTAGE ▾

I sometimes rent out my primary residence as a short-term rental (AirBnb).

1

0.22 %

I have an extra living unit at my primary residence that I can use for family members or rent out.

13

2.91 %

None of the above

433

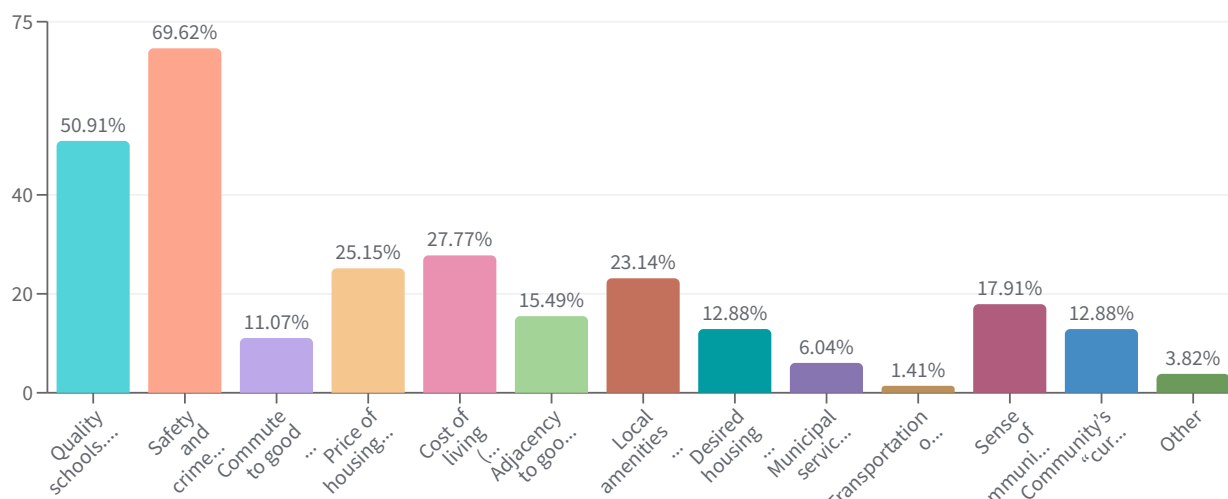
96.87 %

QUESTION 16 | MULTIPLE CHOICE

What are the most important aspects you consider when moving (or staying) in De Pere?

Select up to three.

Answered: **497** Skipped: **1**



ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Quality schools.	253	50.91 %
Safety and crime.	346	69.62 %
Commute to good jobs.	55	11.07 %
Price of housing.	125	25.15 %
Cost of living (taxes, utilities, etc.).	138	27.77 %
Adjacency to goods and services.	77	15.49 %
Local amenities (parks, shops, etc.).	115	23.14 %
Desired housing type.	64	12.88 %
Municipal services.	30	6.04 %
Transportation or mobility.	7	1.41 %

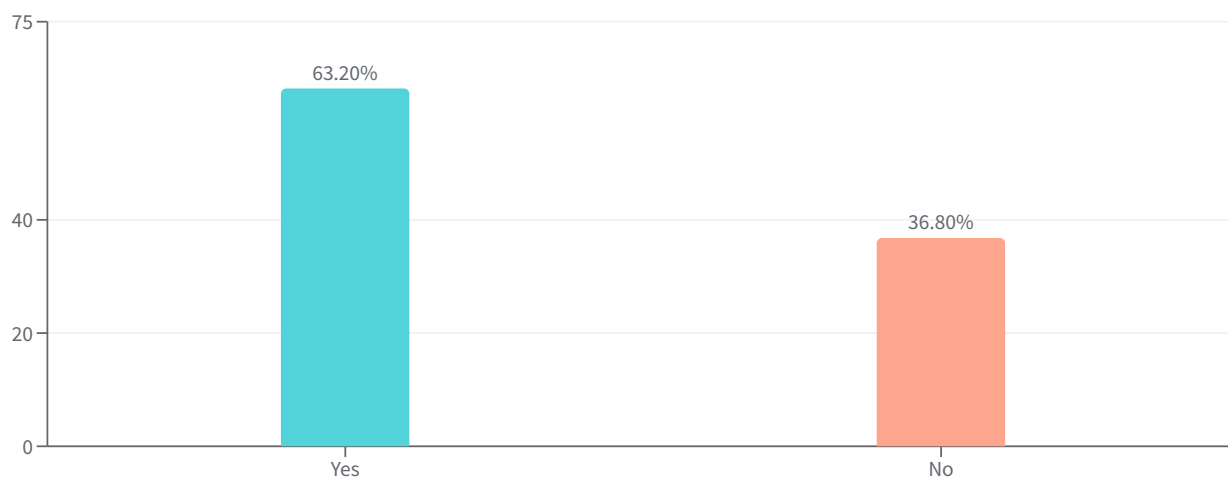
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Sense of community.	89	17.91 %
Community's "curb appeal".	64	12.88 %
Other	19	3.82 %

QUESTION 18 | YES OR NO

Do you think De Pere's municipal government should be involved in the housing market to assist housing goals?

Answering "yes" does not commit you to "how", only that you think it is an appropriate role for the City to play.

Answered: **462** Skipped: **30**

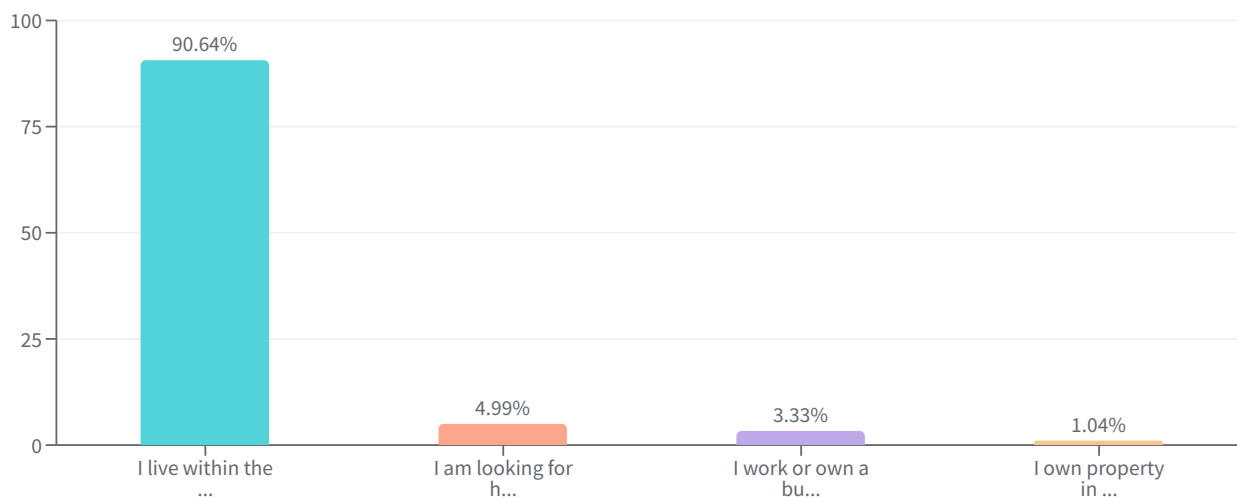


ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Yes	292	63.20 %
No	170	36.80 %

QUESTION 20 | MULTIPLE CHOICE

What is your connection to De Pere?

All answers are anonymous.

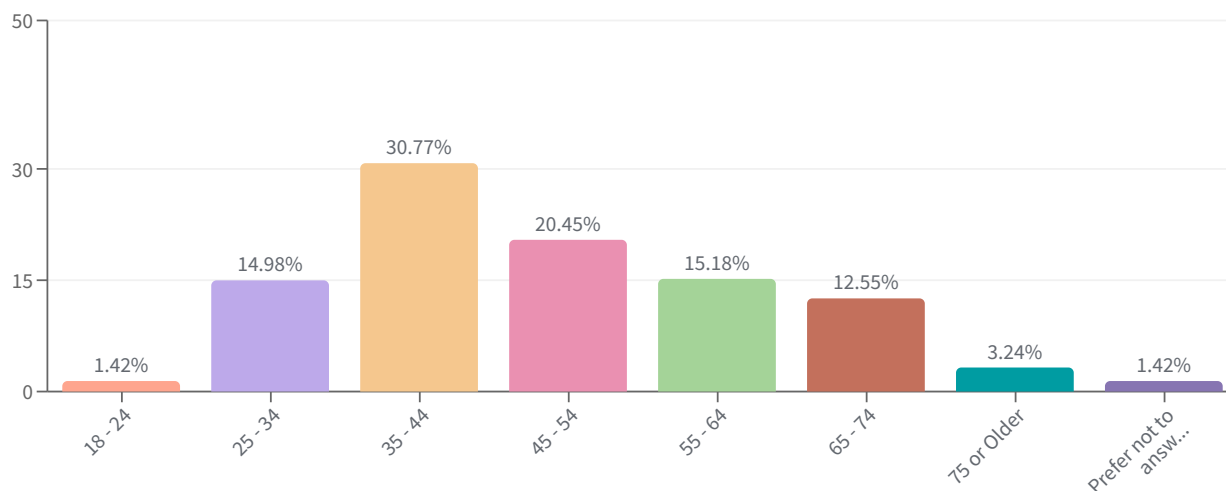
Answered: **481** Skipped: **15**

ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
I live within the city limits of De Pere.	436	90.64 %
I am looking for housing within the city limits of De Pere.	24	4.99 %
I work or own a business in De Pere but do not live within the city limits.	16	3.33 %
I own property in De Pere but I do not live in De Pere.	5	1.04 %

QUESTION 21 | MULTIPLE CHOICE

What is your approximate age?

All answers are anonymous.

Answered: **494** Skipped: **4**

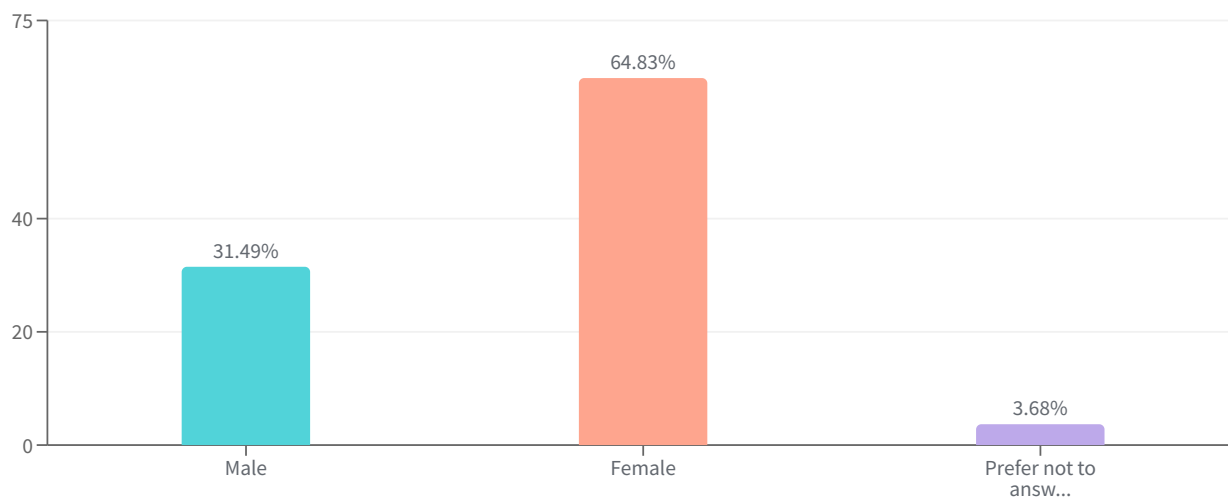
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
18 - 24	7	1.42 %
25 - 34	74	14.98 %
35 - 44	152	30.77 %
45 - 54	101	20.45 %
55 - 64	75	15.18 %
65 - 74	62	12.55 %
75 or Older	16	3.24 %
Prefer not to answer	7	1.42 %

QUESTION 22 | MULTIPLE CHOICE

What is your gender?

All answers are anonymous.

Answered: **489** Skipped: **8**

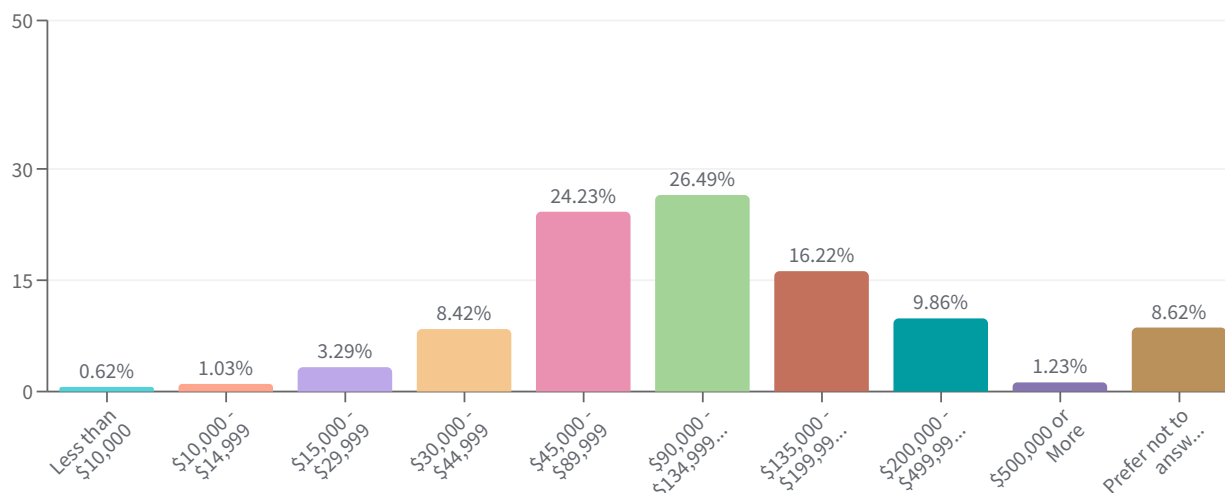


ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Male	154	31.49 %
Female	317	64.83 %
Prefer not to answer	18	3.68 %

QUESTION 23 | MULTIPLE CHOICE

What is your approximate annual household income?

Accounting for all the members of your household. All answers are anonymous.

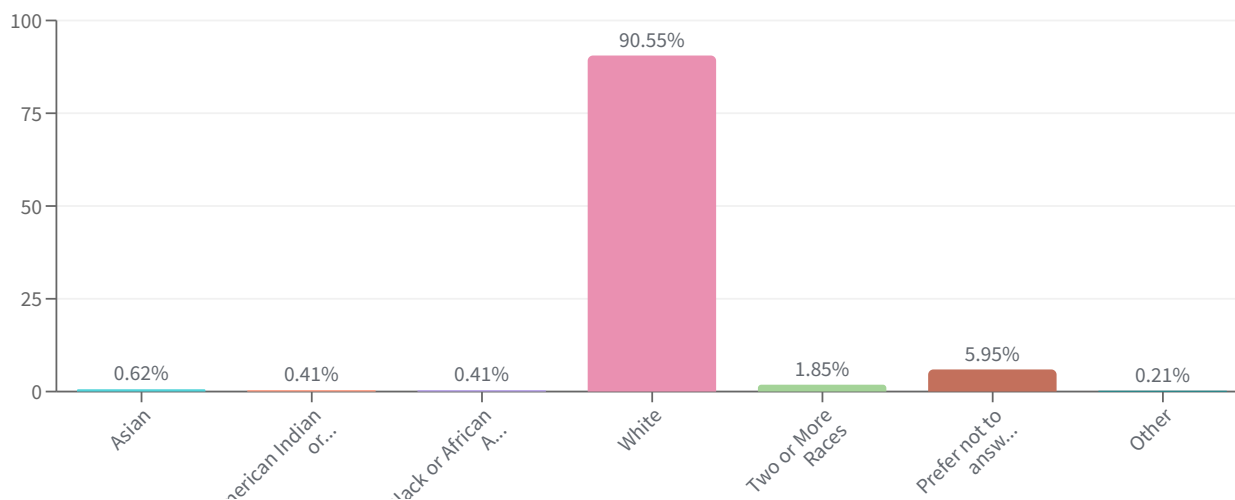
Answered: **487** Skipped: **10**

ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Less than \$10,000	3	0.62 %
\$10,000 - \$14,999	5	1.03 %
\$15,000 - \$29,999	16	3.29 %
\$30,000 - \$44,999	41	8.42 %
\$45,000 - \$89,999	118	24.23 %
\$90,000 - \$134,999	129	26.49 %
\$135,000 - \$199,999	79	16.22 %
\$200,000 - \$499,999	48	9.86 %
\$500,000 or More	6	1.23 %
Prefer not to answer	42	8.62 %

QUESTION 24 | MULTIPLE CHOICE

Which of the following best describes you?

All answers are anonymous.

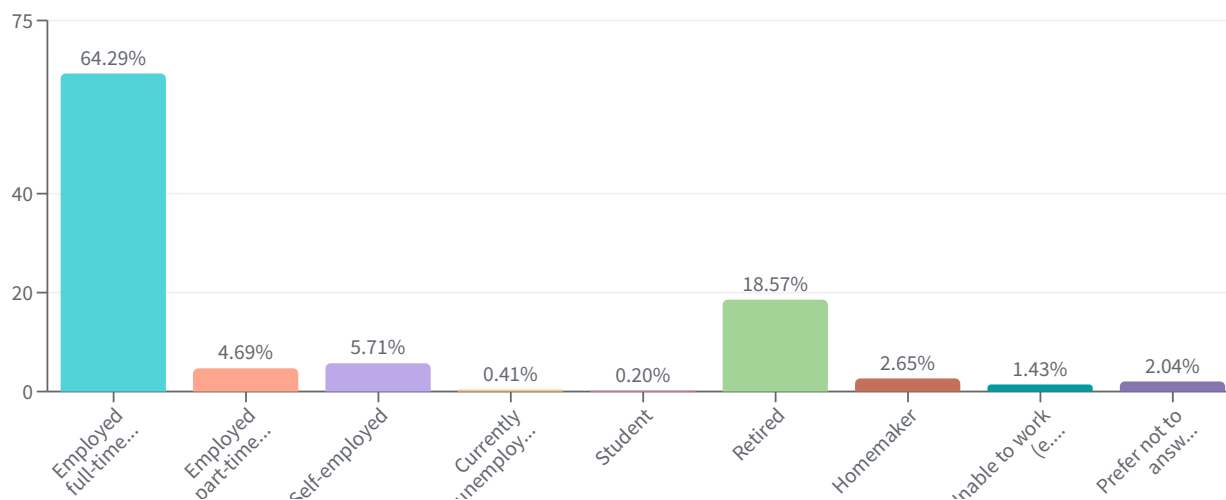
Answered: **487** Skipped: **7**

ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Asian	3	0.62 %
American Indian or Alaskan Native	2	0.41 %
Black or African American	2	0.41 %
White	441	90.55 %
Two or More Races	9	1.85 %
Prefer not to answer	29	5.95 %
Other	1	0.21 %

QUESTION 25 | MULTIPLE CHOICE

What is your employment status?

All answers are anonymous.

Answered: **490** Skipped: **6**

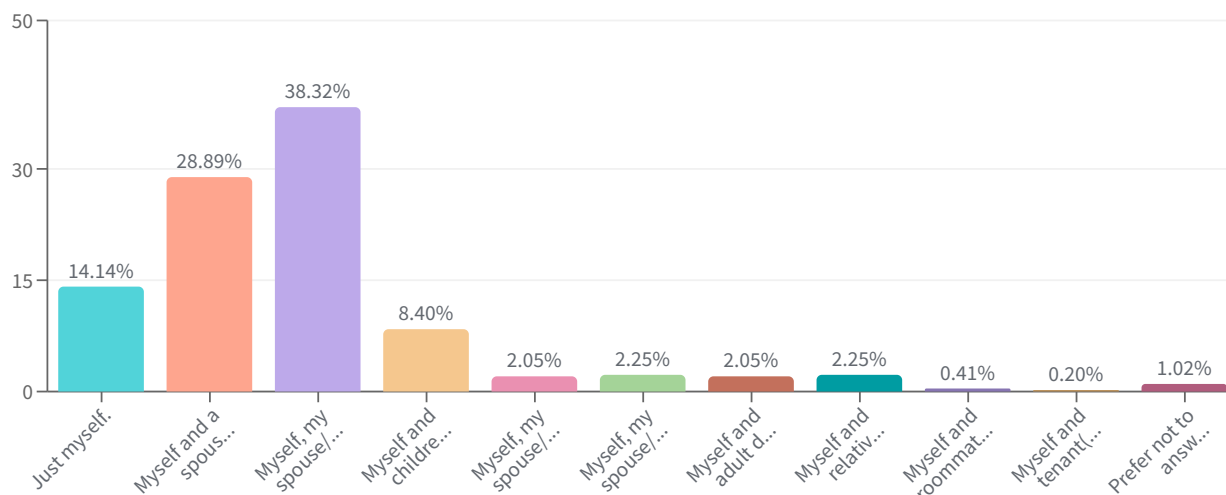
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Employed full-time	315	64.29 %
Employed part-time	23	4.69 %
Self-employed	28	5.71 %
Currently unemployed	2	0.41 %
Student	1	0.20 %
Retired	91	18.57 %
Homemaker	13	2.65 %
Unable to work (e.g., disability or visa status)	7	1.43 %
Prefer not to answer	10	2.04 %

QUESTION 26 | MULTIPLE CHOICE

How many people live in your house or apartment?

All answers are anonymous.

Answered: 488 Skipped: 8



ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Just myself.	69	14.14 %
Myself and a spouse/partner.	141	28.89 %
Myself, my spouse/partner, and children.	187	38.32 %
Myself and children.	41	8.40 %
Myself, my spouse/partner, and adult dependent(s).	10	2.05 %
Myself, my spouse/partner, children, and adult dependent(s).	11	2.25 %
Myself and adult dependent(s).	10	2.05 %
Myself and relatives sharing costs.	11	2.25 %
Myself and roommates sharing costs.	2	0.41 %
Myself and tenant(s) paying me rent in shared space.	1	0.20 %

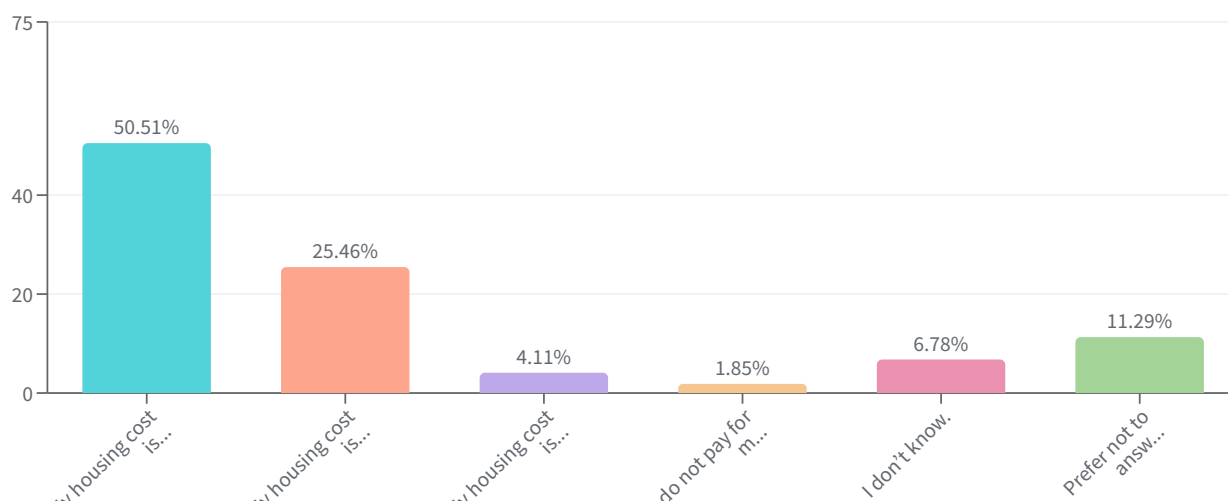
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Prefer not to answer.	5	1.02 %

QUESTION 27 | MULTIPLE CHOICE

What best describes your housing cost burden?

Housing cost burden is the proportion of your income that you spend on housing costs. Housing cost burden usually takes into account your mortgage or rent, property taxes and utilities. Income is considered before taxes. For example, if you rented an apartment for \$1,000/month with all utilities included and you made an annual salary of \$50,000, your housing cost burden would be 24%. That is \$12,000 in annual rent divided by your \$50,000 salary. The US department of Housing & Urban Development (HUD) considers households to be cost-burdened at and above 30% of income spent on housing costs, and to be severely cost-burdened at and above 50%.

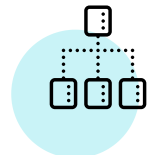
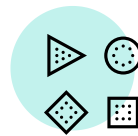
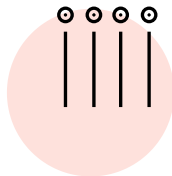
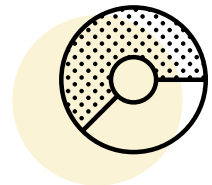
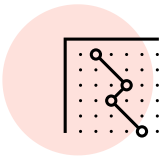
Answered: **487** Skipped: **4**



ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
My housing cost is less than 30% of my household's total income.	246	50.51 %
My housing cost is between 30%-50% of my household's total income.	124	25.46 %
My housing cost is greater than 50% of my household's total income.	20	4.11 %
I do not pay for my housing.	9	1.85 %
I don't know.	33	6.78 %
Prefer not to answer.	55	11.29 %

Thank You !

We really appreciate your time and feedback.



APPENDIX

APPENDIX A: DATA SOURCES



Lightcast (formerly Emsi Burning Glass) is a global leader in labor market analytics, offering a data platform that gives a comprehensive, nuanced, and up-to-date picture of labor markets at all scales from national to local. Key components of the platform include traditional labor market information, job postings analytics, talent profile data, compensation data, and skills analytics. Lightcast integrates government data with information from online job postings, talent profiles, and resumes to produce timely intelligence on the state of the labor market. Job and compensation data is available by industry, occupation, educational program, and skill type. [Click to learn more.](#)



Esri ArcGIS Business Analyst combines proprietary statistical models covering demographic, business, and spending data with map-based analytics to offer insights on market opportunities for industries, businesses, and sites. Business Analyst integrates datasets covering a wide range of topics including demographics, consumer spending, market potential, customer segmentation, business locations, traffic counts, and crime indexes, which can be overlaid spatially to produce customizable maps and uncover market intelligence. Data can be pulled for standard and custom geographies, allowing for valuable comparison between places. [Click to learn more.](#)



CoStar is a comprehensive source of commercial real estate intelligence, offering an inventory of over 6.4 million commercial properties spanning 135 billion square feet of space in 390 markets across the US. CoStar covers office, retail, industrial, hospitality, and multifamily markets. Property- and market-level data on absorption, occupancy, lease rates, tenants, listings, and transactions are researched and verified through calls to property managers, review of public records, visits to construction sites, and desktop research to uncover nearly real-time market changes. [Click to learn more.](#)



Multiple Listings Services (MLS) are individual private databases of for-sale residential property listings designed to consolidate property information and connect homebuyers and sellers. More than 500 MLSs exist in the US, covering different geographic regions and markets. Individual property listings are often publicly accessible, while aggregated data on sales prices and trends can typically only be accessed through direct cooperation with an MLS. Many MLSs also provide listing information to third-party aggregators such as Realtor.com or Zillow. [Click here to learn more.](#)



APPENDIX A: DATA SOURCES



The **American Community Survey** (ACS) is an ongoing statistical survey by the US Census Bureau that gathers demographic and socioeconomic information on age, sex, race, family and relationships, income and benefits, health insurance, education, veteran status, disabilities, commute patterns, and other topics. Mandatory to fill out, the survey is sent to a small sample of the population on a rotating basis. The questions on the ACS are different than those asked on the decennial census and provide ongoing demographic updates of the nation down to the block group level. [Click to learn more.](#)



Conducted every ten years in years ending in zero, the **US Decennial Census of Population and Housing** is a complete count of each resident of the nation based on where they live on April 1st of the Census year. The Constitution mandates the enumeration to determine how to apportion the House of Representatives among the states. The latest release of the 2020 Census contains data for a limited number of variables, including: total population by race/ethnicity, population under 18, occupied and vacant housing units, and group quarters population. [Click to learn more.](#)

OnTheMap | US Census Bureau

OnTheMap is a tool developed through the US Census Longitudinal Employer-Household Dynamics (LEHD) program that helps to visualize Local Employment Dynamics (LED) data about where workers are employed and where they live. It offers visual mapping capabilities for data on age, earnings, industry distributions, race, ethnicity, educational attainment, and sex. [Click to learn more.](#)



APPENDIX B: DATA TABLES

Existing City of De Pere Multifamily Properties (Tracked by CoStar)

Property Address	Units	Year Built	Vacancy Rate	Avg Unit SF	Rent Per Unit	Rent Per SF	Rent Type
327 N 6th St	4	Insf. Data	2%	448	\$337	\$0.75	Market
521 S 6th St	40	2011	0%	970	\$1,000	\$1.03	Market
550-570 S 9th St	40	Insf. Data	0%	917	\$681	\$0.74	Market
255 10th St N	58	1988	0%	963	\$728	\$0.76	Market
502 N 10th St	88	1974	21%	954	\$1,040	\$1.09	Market
525 N 10th St	56	2022	0%	699	\$844	\$1.21	Affordable
1316-1344 Angels Path	88	Insf. Data	0%	917	\$951	\$1.04	Market
1257 Brayden Ln	90	2022	0%	1,253	\$1,417	\$1.13	Market
2067-2077 Bridge Port Ct	96	Insf. Data	0%	903	\$773	\$0.86	Market
102 N Broadway	28	2017	0%	1,223	\$2,000	\$1.64	Market
985 N Broadway	90	1972	0%	919	\$857	\$0.93	Market
233 N Broadway St	70	1993	1%	1,042	\$1,139	\$1.09	Market
2100-2120 S Broadway	48	2009	2%	1,048	\$1,058	\$1.01	Market
1746-1776 Burgoyne Ct	96	2006	2%	919	\$977	\$1.06	Market
301 Cass St	14	Insf. Data	1%	1,029	\$740	\$0.72	Market
800 Cook St	8	Insf. Data	2%	Insf. Data	Insf. Data	Insf. Data	Market
1314-1334 Copilot Way	76	2021	0%	1,283	\$1,315	\$1.02	Market
1021-1023 Coral St	20	Insf. Data	2%	1,000	Insf. Data	Insf. Data	Market
1581-1587 Cypress Rd	32	2010	9%	975	\$941	\$0.97	Market
2390-2396 Daytona Speedway	32	Insf. Data	2%	1,000	\$908	\$0.91	Market
2115-2163 Dickinson Rd	90	2002	0%	1,165	\$1,168	\$0.92	Market
614 S Erie St	6	Insf. Data	2%	1,050	\$1,202	\$1.14	Market
1020-1026 S Erie St	32	Insf. Data	1%	900	\$755	\$0.84	Market
1220-1224 S Erie St	18	1973	2%	540	Insf. Data	Insf. Data	Market
100 N Front St	34	Insf. Data	0%	908	\$708	\$0.78	Market
302 N Front St	15	Insf. Data	2%	Insf. Data	Insf. Data	Insf. Data	Market

Source: CoStar



APPENDIX B: DATA TABLES

Existing City of De Pere Multifamily Properties (Tracked by CoStar)

Property Address	Units	Year Built	Vacancy Rate	Avg Unit SF	Rent Per Unit	Rent Per SF	Rent Type
1749-1765 Garroman Dr	24	2022	4%	1,366	\$1,300	\$0.95	Market
1795 Grant St	100	Insf. Data	0%	1,149	\$1,169	\$1.02	Market
600 James St	16	1954	1%	575	\$693	\$1.20	Market
3500 Layden Dr	80	2006	0%	863	\$724	\$0.84	Market
1299 Lear Ln	283	2019	1%	1,037	\$1,308	\$1.32	Market
510 Leonard St	2	1998	2%	Insf. Data	Insf. Data	Insf. Data	Market
815 Lewis St	5	Insf. Data	2%	Insf. Data	\$469	Insf. Data	Market
1620-1652 W Main Ave	82	2002	4%	1,081	\$938	\$0.86	Market
1664 W Main Ave	136	2007	0%	957	\$952	\$0.99	Market
120 N Michigan St	6	1930	2%	Insf. Data	\$385	Insf. Data	Market
108 S Michigan St	25	1988	2%	Insf. Data	Insf. Data	Insf. Data	Market/Affordable
850 Morning Glory Ln	85	1980	0%	485	\$616	\$1.27	Affordable
1471-1495 Navigator Way	92	2013	0%	1,133	\$1,104	\$0.97	Market
840 Park St	24	1975	0%	650	\$967	\$1.43	Market
1200 Pershing Rd	126	2003	0%	950	\$850	\$0.89	Market
1550-1598 Quarry Park Dr	132	2007	6%	1,153	\$913	\$0.78	Market
3000 Quarry Park Dr	250	2019	6%	1,174	\$1,307	\$1.11	Market
1901 Ridgeway Dr	100	1983	0%	1,151	\$1,000	\$0.87	Market
1975 Ridgeway Dr	104	Insf. Data	0%	1,187	\$1,093	\$0.92	Market
227-293 E River Dr	109	Insf. Data	1%	1,339	\$1,195	\$0.89	Market
2105-2111 Ryan Rd	48	2005	1%	1,000	\$1,025	\$1.03	Market
3030-3036 Ryan Rd	56	2020	0%	1,239	\$1,250	\$1.01	Market
2201-2297 Samantha St	141	2005	0%	1,260	\$1,253	\$0.99	Market
1258-1290 Scheuring Rd	48	1995	2%	1,079	\$1,065	\$0.99	Market
1310-1334 Scheuring Rd	88	Insf. Data	6%	966	\$857	\$0.89	Market
1380 Scheuring Rd	60	2015	4%	1,164	\$1,282	\$1.10	Market/Affordable
1951 Scheuring Rd	302	Insf. Data	2%	1,122	\$1,025	\$0.91	Market
1415 Silverstone Trl	191	1998	4%	1,101	\$1,164	\$1.05	Market

Source: CoStar



APPENDIX B: DATA TABLES

Existing City of De Pere Multifamily Properties (Tracked by CoStar)

Property Address	Units	Year Built	Vacancy Rate	Avg Unit SF	Rent Per Unit	Rent Per SF	Rent Type
1030-1034 Sixth St	16	1972	2%	Insf. Data	Insf. Data	Insf. Data	Market
450-454 St Bernard Dr	18	Insf. Data	2%	Insf. Data	Insf. Data	Insf. Data	Market
1601 Swan Rd	156	2005	0%	1,140	\$1,073	\$0.94	Market
1975 Swan Rd	71	Insf. Data	0%	917	\$933	\$1.02	Market
2078-2080 Terry Ln	2	1965	2%	1,488	Insf. Data	Insf. Data	Market
2205 Trellis Ridge Ln	113	2020	0%	1,137	\$1,383	\$1.22	Market
605-665 Trumpeter Trl	56	2000	0%	1,175	\$1,283	\$1.09	Market
127 S Wisconsin St	9	Insf. Data	2%	Insf. Data	Insf. Data	Insf. Data	Market
450 College Ave	24	Insf. Data	0%	1,057	\$791	\$0.75	Market
1280-1298 Crown Ct	40	1996	2%	Insf. Data	Insf. Data	Insf. Data	Market
207-209 Fort Howard Ave	8	1974	2%	792	Insf. Data	Insf. Data	Market
430 Grant St	144	Insf. Data	0%	Insf. Data	\$1,052	Insf. Data	Market
1808 Ridgeway Dr	30	1997	2%	Insf. Data	Insf. Data	Insf. Data	Market
2951 Sabal Oak Dr	8	2022	2%	1,275	\$1,396	\$1.09	Market
450 S Saint Bernard Dr	6	1980	2%	868	Insf. Data	Insf. Data	Market
2247 Samantha St	63	Insf. Data	10%	1,152	\$1,114	\$0.97	Market/Affordable
1162 Scheuring Rd	4	Insf. Data	2%	Insf. Data	Insf. Data	Insf. Data	Insf. Data
1186-1204 Scheuring Rd	16	Insf. Data	2%	Insf. Data	Insf. Data	Insf. Data	Market
1200 Shadow Ridge Way	24	Insf. Data	2%	Insf. Data	Insf. Data	Insf. Data	Market
1110 Terry Ln	Insf. Data	Insf. Data	Insf. Data	Insf. Data	Insf. Data	Insf. Data	Insf. Data
4613 Trellis Dr	4	Insf. Data	2%	Insf. Data	Insf. Data	Insf. Data	Insf. Data
610-630 Trumpeter Trl	27	2000	0%	1,078	\$997	\$0.93	Market

Source: CoStar



ABOUT CAMOIN ASSOCIATES

As the nation's only full-service economic development and lead generation consulting firm, Camoin Associates empowers communities through human connection backed by robust analytics.

Since 1999, Camoin Associates has helped local and state governments, economic development organizations, nonprofit organizations, and private businesses across the country generate economic results marked by resiliency and prosperity.

To learn more about our experience and projects in all of our service lines, please visit our website at www.camoinassociates.com. You can also find us on [LinkedIn](#), [Facebook](#), and [YouTube](#).

The Project Team

Project Principal
Dan Stevens

Project Principal
Tom Dworetsky

Project Manager
Robert O'Brien

Analyst
Connor Allen



DE PERE



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

MEETING DATE: August 6, 2024

DEPARTMENT: Planning

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve a 2 lot CSM at 2000 Commerce DR (Parcel ED-3103, ED-3104, ED-3105).

On July 22, 2024, Plan Commission unanimously recommended approval of the CSM, with conditions, by a vote of 6-0.

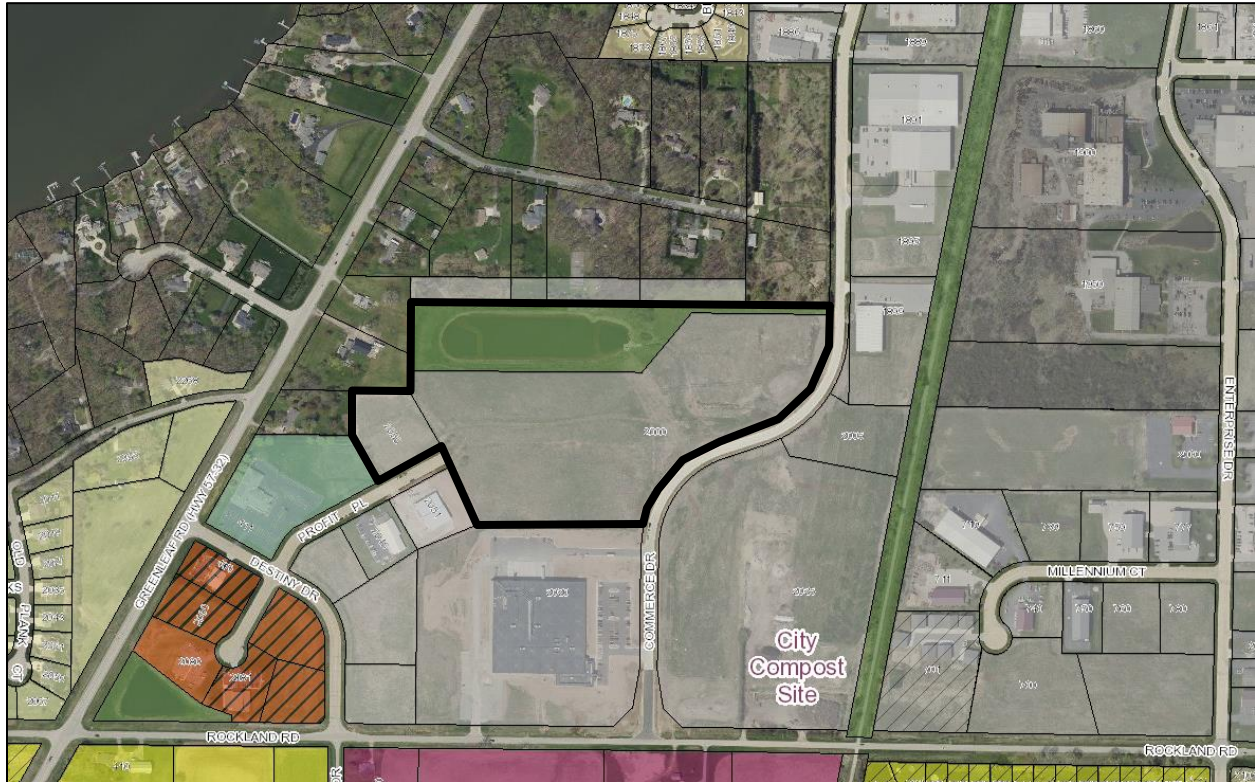
On July 25, 2024 the attached revised CSM was submitted, which resolves two Plan Commission conditions. Only staff report conditions #1 and #2 remain.

ATTACHMENTS:

- PC Report - CSM (DOCX)
- Revised Preliminary CSM - 2000 Commerce DR - 25 Jul 2024 (PDF)

Item 5: Consideration and possible action for a 2 lot CSM at 2000 Commerce DR (Parcel ED-3103, ED-3104, ED-3105).*

SITE MAP



REQUESTED ACTION:	Certified Survey Map Approval.
COMMON DESCRIPTION:	2000 Commerce DR, located north from the Commerce DR and Rockland RD intersection.
ZONING:	Proposed Lot 1: BP-2 (Business Park 2 District). Proposed Lot 2: CON (Conservancy District).
SURROUNDING LAND USES:	Industrial Park (BP-2) and Town of Ledgeview to the north. Industrial Park (BP-2) to the south and east. Church (C) to the southwest. Town of Ledgeview to the west.
COMPREHENSIVE PLAN:	Business Park.
APPLICANT / OWNERS:	<u>Authorized Representative and Property Owner</u> City of De Pere 335 S Broadway ST De Pere, WI 54115

LAND USE HISTORY:

After a review of air photographs, the site remained undeveloped except for a storm water management pond that was built by De Pere in the mid-2010's.

STAFF REVIEW:

When reviewing a Certified Survey Map, 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.

- Lot 1 is proposed to develop with a warehouse use.
- Lot 2 is proposed to remain as a storm water management pond.

All conditions of approval are listed at the end of the report. The conditions are technical and can be overseen by staff.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides development opportunities and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet City requirements.

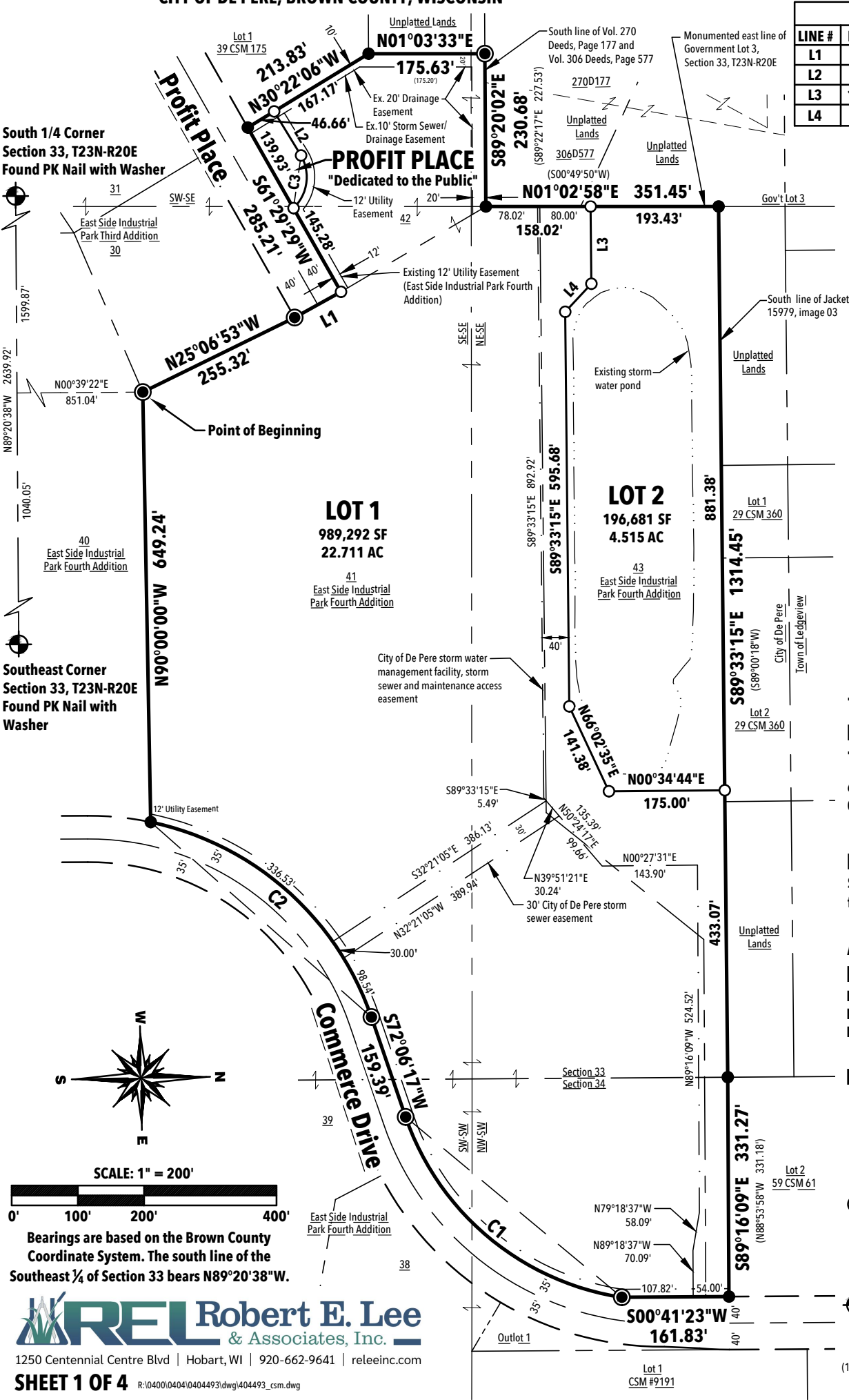
STAFF RECOMMENDATION:

Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including the City of De Pere and Brown County Planning Commission.
2. Subject to corrections received by Engineering Division that may be added after the Plan Commission meeting.
3. Revise the City of De Pere Approval Certificate to reference 'Common Council' instead of Plan Commission.
4. Revise the Treasurer's Certificate to reference "Pamela R. Manley".

CERTIFIED SURVEY MAP

LOTS 41, 42 AND 43, EAST SIDE INDUSTRIAL PARK FOURTH ADDITION, VOLUME 24,
PAGE 199-200, DOCUMENT NUMBER 2983125, BROWN COUNTY RECORDS, ALL
LOCATED IN PARTS OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SOUTHEAST 1/4 OF
THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33
AND PARTS OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4
OF THE SOUTHWEST 1/4 OF SECTION 34, ALL IN TOWNSHIP 23 NORTH, RANGE 20 EAST,
CITY OF DE PERE, BROWN COUNTY, WISCONSIN



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	80.00'	N27°53'35"W
L2	78.03'	S59°37'54"W
L3	116.67'	S89°33'15"E
L4	57.94'	S45°53'43"E

TOTAL AREA DEDICATED TO THE PUBLIC

6,021 SF (Square Feet)
0.138 AC (Acres)

NOTE
See sheet 2 of 4
for curve table

AFFECTED TAX PARCELS
ED-3103
ED-3104
ED-3105

- LEGEND**
- Set 1" x 18" Iron Pipe with cap weighing 1.38 lbs./lin. ft.
 - Existing 2" Iron Pipe
 - Existing 1" Iron Pipe
 - County Monument
 - Record Bearing and/or Distance

CERTIFIED SURVEY MAP

LOTS 41, 42 AND 43, EAST SIDE INDUSTRIAL PARK FOURTH ADDITION, VOLUME 24, PAGE 199-200, DOCUMENT NUMBER 2983125, BROWN COUNTY RECORDS, ALL LOCATED IN PARTS OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33 AND PARTS OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, ALL IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Troy E. Hewitt, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, divided and mapped all of Lots 41, 42 and 43, East Side Industrial Park Fourth Addition, Volume 24, Page 199-200, Document number 2983125, Brown County Records, all located in parts of the Southwest 1/4 of the Southeast 1/4, Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 33 and parts of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of section 34, all in Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the southeast corner of said Section 33; thence N89°20'38"W, 1040.05 feet on the south line of said Southeast 1/4; thence N00°39'22"E, 851.04 feet to the southwest corner of said Lot 41, the POINT OF BEGINNING; thence N25°06'53"W, 255.32 feet on a west line of said Lot 41 to the east right of way of Profit Place; thence N27°53'35"W, 80.00 feet on said east right of way to the north right of way of Profit Place; thence S61°29'29"W, 285.21 feet on said north right of way of Profit Place to the southern most corner of said Lot 42; thence N30°22'06"W, 213.83 feet on the west line of said Lot 42 to an angle point in said west line; thence N01°03'33"E, 175.63 feet on said west line to the northwest corner of said Lot 42; thence S89°20'02"E, 230.68 feet on the north line of said Lot 42 to the northeast corner thereof; thence N01°02'58"E, 351.45 feet on the west line of said Lot 41 and continuing on the west line of said Lot 43 to the northwest corner thereof; thence S89°33'15"E, 1314.45 feet on the north line of said Lot 43 to an angle point in said north line; thence S89°16'09"E, 331.27 feet on said north line to the west right of way of Commerce Drive; thence S00°41'23"W, 161.83 feet on said west right of way; thence 446.94 feet on the arc of a 410.00 foot radius curve to the right, having a long chord which bears S40°52'32"W, 425.14 feet on said west right of way; thence S72°06'17"W, 159.39 feet on said west right of way; thence 465.07 feet on the arc of a 450.00 foot radius curve to the left, having a long chord which bears S42°29'49.5"W, 444.65 feet on said west right of to the southeast corner of said Lot 42; thence N90°00'00"W, 649.24 feet on the south line of said Lot 42 to the Point of Beginning.

Said parcel contains 1,191,994 square feet or 27.364 acres of land more or less subject to easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in the surveying, dividing and mapping of the same.

Dated this _____ day of _____, 2024.

Troy E. Hewitt PLS #2831
ROBERT E. LEE & ASSOCIATES, INC.

RESTRICTIVE COVENANTS WITH THE CITY OF DE PERE:

- 1. The land on all side and rear lot lines of all lots not included in the drainage easement shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
- 2. Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
- 3. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street lines, a disturbance of survey stake by anyone is a violation of Section 236.32 of the Wisconsin statutes.

Curve Table							
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	62°27'30"	410.00'	446.94'	N40°52'32"E	425.14'	N72°06'17"E	N09°38'47"E
C2	59°12'53"	450.00'	465.07'	S42°29'49.5"W	444.65'	S72°06'17"W	S12°53'23"W
C3	76°16'27"	65.00'	86.53'	N80°44'30.5"W	80.28'	N42°36'17"W	S61°07'16"W

CERTIFIED SURVEY MAP

LOTS 41, 42 AND 43, EAST SIDE INDUSTRIAL PARK FOURTH ADDITION, VOLUME 24, PAGE 199-200, DOCUMENT NUMBER 2983125, BROWN COUNTY RECORDS, ALL LOCATED IN PARTS OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33 AND PARTS OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, ALL IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

CITY OF DE PERE APPROVAL CERTIFICATE:

Approved by the City of De Pere Common Council on this _____ day of _____, 2024.

Carey E. Danen, City Clerk

Date

TREASURER'S CERTIFICATE:

As duly appointed/elected City of De Pere and Brown County Treasurer, we 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.

Pamela R. Manley

Date

City of De Pere Treasurer

Charles Mahlik

Date

Brown County Deputy Treasurer

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

MEETING DATE: August 6, 2024

DEPARTMENT: City Attorney

FROM: Anthony Wachewicz

SUBJECT: Consideration and Possible on Action on Development Agreement with Amerilux Holdings, LLC.

As a follow-up to the previously approved terms in April 2024, pursuant to the agreement approved by Resolution #24-43 between the City and Amerilux, concerning their construction of a new transportation and manufacturing facility in the City's east side industrial park, attached is the formal development agreement, which incorporates some modifications to the terms as negotiated by the parties, requiring additional Council review and approval.

ATTACHMENTS:

- Development Agreement - FINAL to Council (PDF)
- Finance Personnel Memo 4.9.24 (PDF)

**DEVELOPMENT AGREEMENT REGARDING TRANSPORTATION AND MANUFACTURING FACILITY
CONSTRUCTION BETWEEN THE CITY OF DE PERE AND AMERILUX HOLDINGS, LLC
(Parcel Numbers ED-3103, ED-3104 and ED-3105)**

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and Amerilux Holdings, LLC, a Wisconsin Limited Liability Company ("Developer").

RECITATIONS

WHEREAS, Wis. Stats. §66.1105, provides the authority and establishes procedures by which the City of De Pere may create Tax Increment Financing Districts ("TID") and support development projects within blighted areas of the City through the use of tax incremental financing; and

WHEREAS, in 2021, the City created Tax Incremental District No. 17, as and for the benefit of mixed use development within the District as described in the subsequent Amended Boundary and Project Plans for TID #17 adopted in 2021; and

WHEREAS, Developer is in need of purchasing property to construct a trucking and transportation distribution center, manufacturing production area, trailer parking, and office space of a total approximately of 497,000 square feet; and

WHEREAS, the development described above and more fully in this Agreement will promote the revitalization and economic stability of TID #17 and the City as a whole; and

WHEREAS, Developer's ability to construct and occupy the new manufacturing, trucking transportation, distribution, and office facility would not be viable and this development would not occur in the City but for the City's commitment to reimburse Developer for significant site

acquisition and development expenses associated with site assembly; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, site assembly reimbursement grant incentives, project costs, and other cash grants when made pursuant to a signed development agreement; and

WHEREAS, the City believes it is appropriate to use tax increments from the District to provide for the construction of certain improvements to the property (as defined below) in and for the benefit of TID #17 to facilitate development and redevelopment within the district and to provide financing for portions of such improvements and redevelopment; and

WHEREAS, the City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding tax base and employment opportunities within the City; and

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project, including, without limitation, utility, street, and stormwater improvements to serve the Project; and

WHEREAS, as a result, the City wishes to promote this development and provide the required financial assistance to Developer; and

NOW THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

A. “Initial Development Value” means the anticipated initial value placed upon the Building

Development Agreement

Page 2 of 31

Development as determined pursuant to Wisconsin Statutes, Chapter 70. The projected Initial Development Value for the Building Development is Thirty-Five Million Dollars and no/00 cents (\$35,000,000.00).

B. [RESERVED]

C. “Base Assessed Value” means the total 2024 Assessed Value of the tax parcels comprising the Building Development in the amount of Zero dollars (\$0.00).

D. “Building Development” means the Subject Property together with the Project improvements contemplated by the Parties and as approved by the City Development Services Department and/or Plan Commission. (Also referenced in Exhibit A herein).

E. “Certificate of Occupancy” means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.

F. “City” means the City of De Pere.

G. “Deficit Payment” means the payment of the difference between the Guaranteed Increment Revenue of the Project and the taxes that were paid based in the annual tax bill as defined in and calculated under Paragraph III.E.

H. “Developer” means Amerilux Holdings, LLC, a Wisconsin Limited Liability Company.

I. “District and/or TID #17” means City of De Pere Tax Incremental District No. 17, which is statutorily scheduled to close as of March 16, 2042.

J. “Force Majeure” means a delay in achieving Substantial Development as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including, but not limited to, strikes, war, acts of

Development Agreement
Page 3 of 31

nature, acts of God, pandemics, epidemics, or other forces majeure. Force Majeure shall not work to extend the implementation of the Guaranteed Increment Revenue or Deficit Payment, if applicable, set forth in Paragraph III.E.

K. [RESERVED]

L. “Guaranteed Increment Revenue” means Six Hundred Thousand Dollars and no cents (\$600,000.00).

M. Minimum Annual Property Tax Payment means the minimum yearly total real and personal property tax payment owing on the Building Development commencing with the 2026 tax year (payable in 2027). If the Minimum Annual Property Tax Payment for the 2026 tax year and for each year thereafter during the term of this Agreement is less than Six Hundred Thousand Dollars and no cents (\$600,000.00), the Deficit Payment provision of Paragraph III.E.4 shall apply.

N. “Project” means the construction of a development on the Subject Property located over two buildings containing a trucking and distribution center of not less than 400,000 square feet, a shipping and receiving yard, trailer parking, a manufacturing production area of approximately 47,000 square feet, and office space of approximately 3,000 square feet with an associated employee parking lot, all with zoning code appropriate façade materials. The buildings as constructed hereunder, together with the Subject Property, comprise the Building Development.

O. “Project Grant” means the Project Reimbursement Grant provided to Developer as set forth in Paragraph IV.A.

P. “Project Incentives” means the Developer Site Assembly Grant and the Project Cost

Development Agreement
Page 4 of 31

Reimbursement Grant provided to Developer as set forth in Paragraph IV.A.

- Q. “Subject Property”** means Parcel Numbers ED-3103, ED-3104, and portion of ED-3105.
- R. “Substantial Completion”** means that a Certificate of Occupancy for the Project has been issued by the City Building Inspection Department and confirmation from the Zoning Administrator that the entire approved site has been complete including, but not limited, to light plan, lighting plan, landscape plan, which shall be no later than June 30, 2026.
- S. “Term of the Agreement”** means through the earlier of the closure of TID #17 or March 16, 2042.

II. PURCHASE OF REAL ESTATE

- A. The Subject Parcel.** Developer agrees to purchase, and City agrees to sell, the Subject Property identified in this Agreement with such property being legally described and shown as on the attached Exhibit A.
- B. Purchase Price.** The purchase price for the Subject Property shall be in the amount of Six Hundred Seventy-Five Thousand Dollars and no cents (\$675,000.00) in consideration of City providing Developer with a Site Assembly Cost Reimbursement Grant at closing as described further in Section IV.A.1. of this Agreement. The purchase price is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Property. Developer shall coordinate the location of necessary laterals with the City Engineering Division for connection to any such municipal improvements.
- C. Closing Procedure.** Closing shall take place at the City Attorney’s Office, De Pere City Hall, 2nd Floor, or electronically, on or before August 15, 2024, unless the Parties agree

Development Agreement
Page 5 of 31

otherwise in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Property, each of which must be satisfied or waived in writing by Developer at or prior to closing:

1. **Evidence of Title/Title Defects.** City shall, at its own expense, engage Bay Title & Abstract Inc. to provide title insurance for the Subject Property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer as soon as possible after the execution of this Agreement. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be as provided in Section II.C.3. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.
2. **Closing Costs.** City shall pay all closing costs usually and customarily paid by sellers of property in Wisconsin, including the cost of the title insurance

as provided herein and any transfer taxes due.

- 3. Conveyance of Title.** City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

- a. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the property.
- b. Easements of record, provided the same do not restrict or interfere with the intended use of the property.
- c. Obligations contained in this Agreement.

- 4. 1031 Exchange.** If the Subject Property is purchased by Developer to accomplish an IRC § 1031 Tax Deferred exchange, both City and Developer agree to cooperate with any documentation necessary to complete the exchange.

D. Access Prior to Closing. City shall permit Developer to access the Subject Property prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to and shall hold City, its officials, officers, employees, agents, and assigns harmless for any and all injury to Developer, its respective agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including but not limited to reasonable attorney fees.

F. Environmental Representations. City made a good faith inquiry into the environmental condition of the Subject Property upon its purchase and has procured a Phase I Environmental Assessment, which assessment has been forwarded to Developer for review. City makes the following representations based on City's present knowledge after such reasonable inquiry as to the condition of the Subject Property:

1. Pending Environmental Law Litigation. City has not violated, is not violating, and has not been threatened with or received notice or charge asserting any violation of the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980 ("CERCLA"), the Toxic Substance Control Act of 1976, or any other federal, state, local, or foreign laws, including the rules and regulations thereon regulating or otherwise affecting the environment ("Environmental Laws") as the same may have been amended prior to the date thereof. The City has no reason to believe that any asbestos, urea-formaldehyde, or polychlorinated biphenyl is present at or under the Subject Property.
2. Disposal of Substances. City has not disposed of any substances in any manner on the Subject Property which may form the basis for any present or future claim based upon current environmental laws of any demand or action seeking cleanup of any site, location or body of water, surface or subsurface, under any environmental laws which may subject City,

Development Agreement
Page 8 of 31

Developer or the Subject Property to claim for damages.

3. Septic Systems/Landfill. City does not believe that any septic systems exist on, in, or under the Subject Property. City has not used the Subject Property as a landfill or dump site which involved the disposal of solid waste in a manner which may materially impact the value of the Subject Property nor does City have any present knowledge that any third party has so used the Subject Property.
4. Above or Underground Storage Tanks. No above or underground storage tanks containing either a “regulated substance” (as defined in 40 CFR, Section 280.12), or “hazardous waste” (as defined under RCRA) have been installed in the Subject Property by City or its agents or employees. City does not believe that any such tanks existed on or under the Subject Property at any time in the past. City has no present knowledge of any “hazardous substances” (as defined under CERCLA) or “hazardous waste” (as defined under RCRA), or “petroleum based substances” (as defined in 40 CFR, Section 280.12) being spilled, leaked, discarded, or otherwise deposited on the Subject Property. City has no present knowledge that such spill, leak, discharge, or deposit occurred prior to City’s ownership or use of the Subject Property. City has no reason to believe that any of the property is contaminated by “regulated substances” (as defined in 40 CFR, Section 280.12) or has “hazardous waste” (as defined in RCRA) originated from off-site sources of such substances.

- F. Flood plain.** The Subject Property is not currently identified as flood plain under Chapter 16 De Pere Municipal Code.
- G. Extent of Representations.** Other than the matters disclosed in the Phase I Environmental Assessment and the representations of this Section, City makes no representations in regard to the condition of the Subject Property.
- H. Provisions to Survive Closing.** The representation provisions of this Section shall survive the closing of this transaction.

III. DEVELOPER'S OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

- A. Plan Commission Project Site Plan Approval.** Developer shall take all steps necessary to obtain City Development Services Department and/or Plan Commission approval of the Project to enable construction to commence and proceed so as to obtain Substantial Completion of the Project on or before June 30, 2026. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the Development Services Department and/or Plan Commission (expected August 31, 2024– Exhibit A) and shall be constructed in compliance with all federal, state and local codes together with all conditions and requirements of the Plan Commission. Developer's obligations under this Agreement shall be contingent on Development Services Department and/or Plan Commission Approval and all other required City and State approvals.
- B. Commencement of Construction and Substantial Completion.** Developer shall commence construction of the Project no later than November 1, 2024, so that it is Substantially Completed consistent with the Project Completion requirements of Section

III.C. and III.D.

C. Substantial Completion. The Project shall be Substantially Completed no later than June 30, 2026.

D. Failure to Commence Construction or Substantially Complete.

1. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of this Agreement, City may notify Developer of such failure.
2. Repurchase of Subject Parcel or Return of Site Assembly Grant. If after thirty (30) days of delivery of such notice Developer has not cured the default (which thirty (30) day cure period shall be extended in the event the default cannot be reasonably cured within such time, but Developer commences to cure within said thirty (30) day period and diligently prosecutes said cure to completion), City may, in its sole discretion, either repurchase the property or require that the Site Assembly Grant to Developer be returned to City as follows:
 - a. If the City determines to repurchase the Subject Property, (i) if the Developer has not commenced construction, the City is entitled to do so for the price paid for the Property, or (ii) if the Developer has commenced construction, the City is entitled to do so for a price equal to the fair market appraised value of the Property with improvements, as determined by an independent third party appraiser mutually selected by the City and Developer; along with

Development Agreement
Page 11 of 31

pursuing recovery or remedies at law or equity, including recovery of the Site Assembly Grant paid to Developer and real property taxes due for the period the Property was owned by Developer and liens or judgments of record attributable to Developer. Developer shall, in addition, pay all usual and customary closing costs of a seller of property in Wisconsin. The parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the Subject Property.

- b. If the City repurchases the Subject Property, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the Subject Parcel as a result or consequence of Developer's ownership or construction efforts thereon.
- c. If the City determines to not repurchase the Subject Property, Developer, on behalf of its successors and assigns agrees to and shall repay City the Site Assembly Grant paid to Developer, plus interest thereon at the statutory rate from the date the Site Assembly Grant was made to the date repaid. Should Developer fail to do so within 60 days of City's demand therefore, Developer agrees that City may obtain a Judgment against it for the amount of Site Assembly Grant advanced plus said interest.

d. Upon either the repurchase of the Subject Property by City or the repayment of the Site Assembly Grant, plus said interest, this Agreement shall terminate and the Parties shall have no further obligations to each other except such obligations that expressly survive termination of this Agreement.

3. Force Majeure. If Developer is delayed from achieving Substantial Completion as required in this Agreement, and as referred to in this Section, due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or another force majeure event, the rescission and repurchase or return of Site Assembly Grant provisions of this sub-paragraph shall be postponed by the period of such delay. This paragraph is intended to be in addition to all other remedies available to the City at law or equity. This paragraph shall not apply to the dates applicable to the Minimum Annual Property Tax Payment and Deficit Payment under Section III.E.4.

E. Project/Subject Property/Building Development Value and Revenue.

1. Initial Development Value and Guaranteed Increment Revenue. Developer anticipates that the Initial Development Value of the Building Development as of June 30, 2026, to be not less than Thirty-Five Million Dollars (\$35,000,000.00). To that end, Developer, for itself and its successors and/or assigns, hereby waives all right to appeal the Assessed Value of the Building Development, whether to the City, State of Wisconsin

Development Agreement
Page 13 of 31

or any other jurisdiction or venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, and/or the assessed value of the Building Development except when the annual Assessed Value is more than ten percent (10%) over the previous year for the duration of TID #17. This exception to Developer's waiver right shall not apply to any increase in Assessed Value based upon any arm's length sale or transaction.

2. Minimum Annual Property Tax Payment and Deficit Payment. Developer, for itself and its successors and assigns, obligates itself to pay an aggregate Minimum Annual Property Tax Payment and Deficit Payment, if applicable, of not less than Six Hundred Thousand Dollars and no cents (\$600,000.00) in tax on the real property comprising the Building Development, commencing with the 2026 tax year (payable in 2027.) If the Minimum Annual Property Tax Payment, commencing with the 2026 tax year (payable in 2027), is less than the Guaranteed Increment Revenue, Developer, on behalf of itself and its successors and/or assigns, agrees that the Deficit Payment provisions of Paragraph III.E.4 ("Deficit Payment Calculation") shall apply.
3. Property to Remain Taxable. For the duration of TID #17, Developer, on behalf of itself and/or its successors and assigns, hereby agrees that they shall not, without the prior written consent of the City, which consent shall

Development Agreement
Page 14 of 31

be within the sole discretion of the City, sell or lease any portion of the Project or Building Development to an entity whereby such sale or lease would cause such portion of the Project or Building Development to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project or the Building Development during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or the Building Development or any portion thereof to become tax exempt. Should the Project or Building Development nevertheless become tax exempt, Developer, for itself and its successors and/or assigns, hereby agrees that a Deficit Payment shall then be made by the owners or Developer of the Building Development in accordance with the process set out in Paragraph III.E.4 ("Deficit Payment Calculation").

4. Deficit Payment Calculation. Calculations of any Deficit Payment required under this Agreement shall be as follows: If Developer's Minimum Annual Property Tax Payment for any tax year on and after January 1, 2026, does not meet the \$600,000.00 Guaranteed Increment Revenue, Developer, and its successors and assigns, shall make a Deficit Payment to the City equal to the difference between the \$600,000.00 Guaranteed Increment Revenue and the Minimum Annual Property Tax Payment for each year the

Development Agreement
Page 15 of 31

Guaranteed Increment Revenue is not met. The Deficit Payment shall be due and payable in full on or before August 31 of each year due (commencing with 2026 tax year, payable 2027).

F. Representations, Warranties and Covenants. Developer represents, warrants and covenants that:

1. it is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition; and
2. it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement; and
3. the execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and
4. this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute)

Development Agreement
Page 16 of 31

legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms; and

5. it will expeditiously complete the development and construction of the Building Development in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Building Development; and
6. it grants to City a non-exclusive, irrevocable, and royalty-free license to hold and/or use the Final Plans regarding the Building Development as a template for any future City development purpose; and
7. it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City, which shall not be unreasonably withheld, delayed or conditioned; and
8. it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim

or lien or provide the City with other such assurances that the City may reasonably require; and

9. it will take all reasonable steps to forestall claims of lien against the Subject Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Subject Property; and
10. it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Subject Property in at least the amount of the full replacement, completed value of the improvements on the Subject Property; and
11. it will pay and discharge all taxes, assessments and other governmental charges upon the Subject Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Subject Property; and
12. it will promptly furnish to the City written notice of any litigation or threatened litigation affecting the Property or in which a Judgment would reasonably be expected to have a material adverse effect on Developer's financial condition; and
13. it shall provide to the City's assessor upon their request any financial information or documentation, including without limitation income and

expense information, concerning the Subject Property, its' assessment, or the terms and conditions of this Agreement.

14. it shall deliver to the City revised statements of estimated costs of the construction for Building Development showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer; and
15. it shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and
16. no litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Developer are pending or threatened, and no other event has occurred, which is reasonably expected to have, individually or collectively, a material adverse effect on Developer's financial condition; and
17. there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Subject Property; and
18. the person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this

Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement; and

19. that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

- G. Landscaping.** Developer shall be responsible for landscaping on the Subject Property, including trees, shrubs, seeding, or sod related to the improvements.
- H. Utilities.** Developer shall install, or have installed, all private utilities including without limitation electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Building Development.
- I. Laterals.** Developer shall install, or have installed, all sanitary sewer and water laterals on the Subject Property, as well as connections of such laterals to new or existing sewer and water mains.
- J. Storm water.** Developer shall install, or have installed, all storm water drainage systems and facilities on the Subject Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.
- K. Erosion.** Developer shall be responsible for all erosion control related to construction of all improvements on the Subject Property.
- L. Costs.** Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

IV. CITY OBLIGATIONS

A. Project Incentive. The Project Incentive is for Developer to undertake the Building Development, which would not have occurred but for this incentive.

1. **Developer Site Assembly Grant.** City shall provide Developer at Closing with a Site Assembly Grant of One Hundred Seventy-Five Thousand Dollars and no cents (\$175,000.00) to reimburse Developer the extra-ordinary costs associated with site assembly and other construction costs involved in the Project.
2. **Developer Project Cost Reimbursement Grant.** City shall provide Developer with a Project Reimbursement Grant in two installments, which shall total Six Million Two Hundred Thousand Dollars and no cents (\$6,200,000.00), to reimburse Developer the extra-ordinary costs associated with project and construction costs involved in the Project.
 - i. The first installment of the Project Reimbursement Grant shall be payable to Developer in the amount of Three Million Dollars and no cents (\$3,000,000.00). This first installment of the Project Reimbursement Grant will be paid to Developer not less than twenty (20) or more than thirty (30) days after the City's receipt of its debt borrowing or bonding proceeds but in any event no later than October 1, 2025, and after the Development Services Director has reviewed and verified the construction costs and confirmed all the improvements included with the site plan and Section III. F - L have been completed

Development Agreement
Page 21 of 31

and/or are in good standing, which such review shall not be unreasonably withheld or delayed.

- ii. The second installment of the Project Reimbursement Grant shall be payable to Developer in the amount of Three Million Two Hundred Thousand Dollars and no cents (\$3,200,000.00). This second installment of the Project Reimbursement Grant will be paid to Developer after all of the following: not less than twenty (20) or more than thirty (30) days after the City's receipt of funds from its debt borrowing or bonding proceeds but in any event no later than October 1, 2026, Substantial Completion has been issued for the Project, and after the Development Services Director has reviewed the total costs to ensure the total Project costs are substantially similar to the estimated costs. Substantially similar shall be defined as plus or minus five percent (5%) of the estimated Project or Building Development costs of \$32,262,250.00 as submitted by Developer to City on July 22, 2024. The Project Incentive shall be reduced proportionally dollar for dollar to the extent final Project costs are greater than five percent (5%) below (i.e. \$30,650,000.00) the estimated Project costs. In the event the Project Incentive is reduced, the Parties agree that the Six Hundred Thousand Dollars and no cents (\$600,000.00) Guaranteed Increment Revenue shall also be reduced, with said reduction being calculated by amortizing the Project Incentive reduction amount over

the remaining Term of the Agreement based upon the closure of TID #17 on March 16, 2042 and discounting by the City's then current cost of debt borrowing.

- B. Replating.** The City shall at its own cost cause the East Industrial Park 4th Addition to be replated so that it is configured equivalent to the concept plans. The City shall retain, and Developer shall agree to provide to City, stormwater pond access easements for parking areas and drive isles located in and around the stormwater pond on Parcel ED-3105.
- C. Profit Place Street Vacation.** The City shall at its own expense vacate one hundred ninety-two feet (192') of Profit Place and construct a new off-set bulb on Parcel ED-3104 no later than July 1, 2025.
- D. Cooperation.** The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.

V. DEFAULT PROVISIONS

- A. Breach and Cure.** Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Subject to Force Majeure, if a party believes that a provision of this Agreement has been breached, it shall supply the party alleged to have breached this Agreement and the other party with written notice informing the alleged breaching party that it has thirty (30) days to cure such breach. If there is no cure of that breach within said thirty (30) day cure period (which thirty (30) day cure period shall be extended in the event the default cannot be reasonably cured within such time, but the defaulting party continues to cure within said thirty (30) day

Development Agreement
Page 23 of 31

period and diligently prosecutes said cure to completion), any party may bring any action available for any remedy provided in law or equity.

- B. Specific Performance Where Remedy Provided.** Where a remedy is specifically provided in this Agreement, in the event any party fails to perform in compliance with such remedy provision or, subject to Force Majeure, unreasonably delays in performing thereunder and such delay or failure causes damage to another party, nothing in this Agreement shall prevent one party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VI. MISCELLANEOUS

- A. Obligations to run with the land.** The obligations contained herein shall run with the land and are binding for the Term of this Agreement. This Agreement and any Amendment thereto shall be recorded by City with the Brown County Register of Deeds.
- B. Assignment.** No party may assign this agreement except upon prior written consent of all Parties thereto, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same by the other party and by the De Pere Common Council.
- C. Notices.** Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail or FedEx or similar overnight courier to the addresses below and shall be deemed received on the date of delivery. All other

notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark:

1. If to Developer:
Amerilux Holdings, LLC
Attn: Kurt Voss
1300 Enterprise Drive
De Pere, WI 54115

With a copy to:
Hager, Dewick & Zuengler, S.C.
Attn: Attorney Michael R. Demerath
200 S. Washington Street, Suite 200
Green Bay, WI 54301
2. If to City:
City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

With a copy to:
City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

or such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

D. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

- E. Entire Agreement.** This Agreement contains all agreements, terms, covenants, conditions, warranties, and a representation made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.
- F. Contractual Interpretation.** All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.
- G. Amendment.** No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.
- H. No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.

- I. Invalid Provisions.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- J. Headings.** The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- K. No Waiver; Remedies.** No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
- L. No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.
- M. No Joint Venture.** The City is not a partner, agent or joint venturer of or with Developer.
- N. Recording of a Memorandum of this Agreement Permitted.** A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Brown County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.

- O. Immunity.** Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.
- P. Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the date and year first written above.

CITY OF DE PERE

By:

James G. Boyd Mayor

Carey E. Danen. City Clerk

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2024, by
James G. Boyd, Mayor and Carey E. Danen, City Clerk.

Notary Public, State of Wisconsin
My commission expires on _____

AMERILUX HOLDINGS, LLC

By:

Kurt Voss, Authorized Manager_____
Print Name: __________
Title: _____State of Wisconsin)
 : SS
_____ County)

This instrument was acknowledged before me on the _____ day of _____, 2024, by
Kurt Voss, Authorized Manager of Amerilux Holdings, LLC.

Notary Public, State of Wisconsin
My commission expires on _____.

EXHIBIT A**SUBJECT PROPERTY AND MAP**

Parcel Number: #ED-3103 (18.587 Acres)

Address: 2000 Commerce Drive, De Pere, Wisconsin

Legal Description:

EAST SIDE INDUSTRIAL PARK FOURTH ADDITION LOT 41

Parcel Number: #ED-3104 (2.006 Acres)

Address: Profit Place, De Pere, Wisconsin

Legal Description:

EAST SIDE INDUSTRIAL PARK FOURTH ADDITION LOT 42

Parcel Number: Portion of #ED-3105 (1.9 Acres)

Address: Commerce Drive, De Pere, Wisconsin

Legal Description:

EAST SIDE INDUSTRIAL PARK FOURTH ADDITION LOT 43

CITY OF DE PERE MEMO

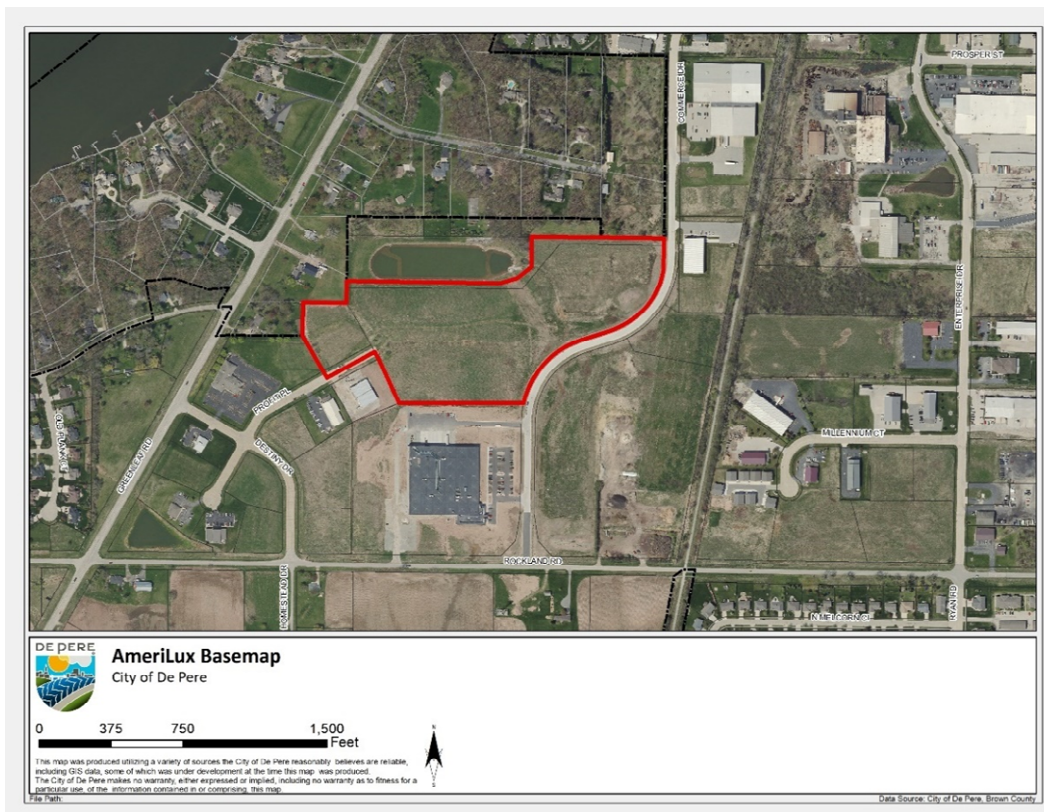


To: Finance and Personnel Committee
 From: Daniel Lindstrom, AICP, Development Services Director
 Date: April 9, 2024

RE: **Consideration and possible action for a proposed Purchase/Sale Agreement terms with Amerilux Holdings LLC for an approximately 250,000 square foot trucking and transportation terminal facility located at 2000 Commerce Drive (Parcel ED-3103, ED-3104, and Portion of ED-3105).***

SUMMARY INTRODUCTION

In 2023, AmeriLux Family of Companies (Developer) expressed interest in acquiring the vacant land in the east business park, and over the past year, staff has worked with Amerilux to prepare a plan for parcels ED-3103, ED-3104, and portions of ED-3105 for an AmeriLux Commerce Drive Development Project. The Developer intends to develop the site with approximately 500,000 square feet of development over two buildings to include a manufacturing production area (approximately 47,000 sf), trucking and transportation distribution center (450,000 sf), and office space (approximately 3,000 sf). The site development also includes the creation of an employee parking lot as well as a shipping and receiving yard and associated trailer parking. AmeriLux would wish to begin construction on this project in the summer/fall of 2024 with target occupancy on January 1, 2026. With the project, AmeriLux is requesting financing from the City in the form of a TIF Grant(s) to support this investment.



Example Renderings (Profit Place Side)

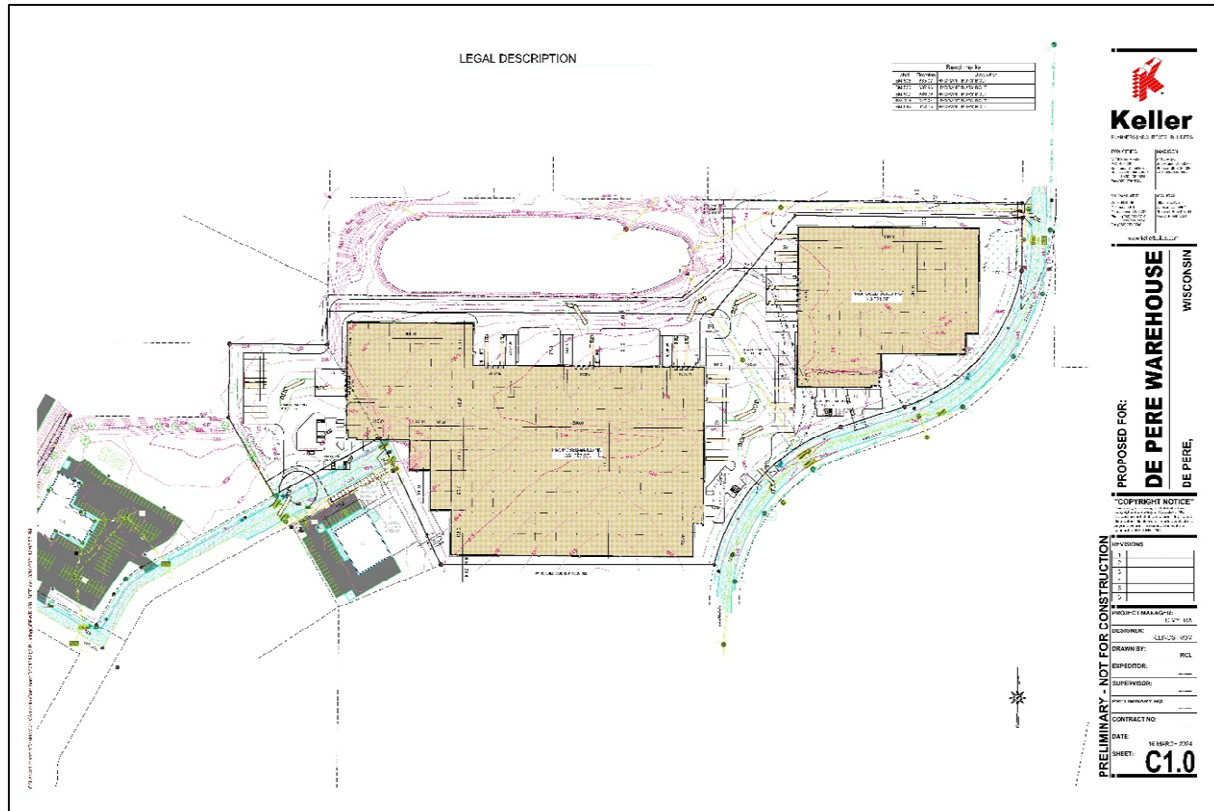


DE PERE WAREHOUSE
DE PERE, WISCONSIN



DE PERE WAREHOUSE
DE PERE, WISCONSIN





PROJECT ASSUMPTIONS:

The initial assessed value:	\$35,000,000 appreciating 3% annually
Construction year(s):	2024 to 2025
Valuation Date:	January 1, 2026
First-year revenue:	2027 (50% partial assessment year 2026)
Remaining Revenue years:	16 full years (2027 to 2042)
2024 projected mill rate:	\$0.013942416 or \$13.942416 per \$1,000 of assessed value, decreasing 0.5% annually
Initial/stabilized TID revenue:	\$535,000 Based on the recently passed Unified School District Referendum with decreasing mill rates stated above.
Total expected TID revenue:	Approximately \$10,757,000 over the remainder of TID No. 17
Proposed Area:	22.5 acres 2000 Commerce Drive (ED-3103) 18.587 Profit Place (ED-3104) 2.006 Vacated Profit Place (0.2 acres) Stormwater pond adjustments (1.7 acres)
Utility Assumptions:	The City created TID No. 17 to accomplish two main goals - (1) to continue the business part growth and (2) to facilitate the funding and construction of the South Bridge Connector (SBC) project.

Commerce Drive: Commerce Drive utility and street installation cost TID No. 17 approximately \$1,895,000 or \$2,202,490 with the cost of financing included. Parcel ED-3103/2000 Commerce Drive has approximately 1,200 In ft and accounts for approximately 28.44% of the 4,220 total in ft of Commerce Drive (calculated as double loaded). Therefore, the City assigned \$626,300 to Parcel ED-3103 with financing included.

South Bridge Connector Segments 3 and 4 (design, acquisition, and construction): TID No. 17 anticipates \$4,084,000 in initial project costs related to the design, acquisition, and construction of segments 3 and 4 of which TID No. 17 can account for 51.5% of Segment 3 and 80% of Segment 4 for a total TID impact of \$2,868,000. That increases to \$3,926,000 when TID borrowing is included. Parcel ED-3103 and ED-3104 account for approximately 31.8% of the total district area and therefore planned for approximately \$1,249,000. The South Bridge Connector Project has a total project cost of approximately \$24,000,000 that the City is funding through the general fund, grants, and TIF.

The total Commerce Drive and South Bridge Connector infrastructure impact on parcels ED-3103 and ED 3104 is \$2,030,000 when the cost of borrowing is included.

UNKNOWN ASSUMPTIONS – UNIFIED SCHOOL DISTRICT OF DE PERE REFERENDUM:

The USDD recently had a 5-year Operational Referendum of \$1.35 per \$1,000 of assessed value pass on April 2, 2024. The USDD is also evaluating a Critical Facilities (Capital) Referendum of \$0.40 per \$1,000 of assessed value – potentially scheduled for a vote by fall 2024. The USDD is also evaluating a Facilities (Capital) Referendum to be reviewed at a later date. For this scenario, only the first two referendums are included in the projections.

PROJECT FINANCING REQUEST:

Purchase Price Request: \$500,000 (property value - \$675,000 ~ 22.5 acres x \$30,000 per acre)

Site Assembly Grant: \$175,000 (\$675,000-\$500,000)

Requested Project Grant: \$6,500,000 cash grant, structured as:
 - \$2,000,000 in 2025 (50% completion)
 - \$3,000,000 in 2026 (after full site completion)
 - \$1,500,000 in 2027 (one year after completion)

Current rates are 5.25% - the project assumes 5% by 2025 and reducing 0.5% annually.

Profit Place vacation: \$25,000
 (road demolition, bulb reconstruction, and some utility abandonment)

Project Request Ratio: 19.14% (\$6,700,000/\$35,000,000)

Total Project Impact: 30.44% (\$10,655,000/\$35,000,000)
(project grant, land grant, utility work, cost of borrowing, less land sale)

Minimum Annual Revenue: \$600,000 (\$9,600,000 cumulative)

Anticipated Total Revenue with Growth/Mill Rate Assumptions: \$10,880,000

Resulting Analysis: The financing request, as presented, leaves a projected deficit of approximately \$450,000 at the closure of the TID. This also requires additional projects within the TID or the general fund to cover the annual payment schedule.

PROPOSED REVISION TO THE PROJECT FINANCING REQUEST:

Purchase Price Request: \$500,000 (property value - \$675,000 ~ 22.5 acres x \$30,000 per acre)

Site Assembly Grant: \$175,000 (\$675,000-\$500,000)

Requested Project Grant: \$6,200,000 cash grant, structured as:
 - \$2,000,000 in 2025 (50% completion)
 - \$3,000,000 in 2026 (after full site completion)
 - \$1,200,000 in 2027 (one year after completion)

Current rates are 5.25% - the project assumes 5% by 2025 and reducing 0.5% annually.

Profit Place vacation: \$25,000 (road demolition, bulb reconstruction, and some utility abandonment)

Project Request Ratio: 18.29% (\$6,400,000/\$35,000,000)

Total Project Impact: 29.24% (\$10,233,000/\$35,000,000)
(project grant, land grant, utility work, cost of borrowing, less land sale)

Minimum Annual Revenue: \$600,000 (\$9,600,000 cumulative)

Anticipated Total Revenue with Growth/Mill Rate Assumptions: \$10,880,000

Resulting TID Analysis: The revised financing scenario projects the TID to close by the 2042 termination year, but still requires additional project revenue within the TID or the general fund to cover the annual payment schedule. TID No. 17 is projected to end with a \$1,000,000 to \$2,000,000 surplus assuming an additional \$10,000,000 in projects between 2025 and 2035.

The proposal is 18.29% of the initial anticipated assessed value which is slightly higher than other recent business park properties (approximately 15%); however, the site has been maximized to achieve the greatest site utilization in the early life of the TID.

The overall value per acre is approximately \$1,555,000 per acre exceeding most of the recently approved and constructed business park projects value per acre:

- Belmark Plant 7: \$890,000 per acre (assumes revaluation by state)
- Belmark Plant 8/Plant 2: \$832,000 per acre
- One Source Tech: \$600,000 per acre
- Song Industries: \$400,000 per acre
- Wolter: \$605,000 per acre
- Washworld: \$900,000 per acre
- Smet: \$550,000 per acre

MARKET EVALUATION

City staff examined several market factors to determine if the entire proposed development project holds an appropriate amount of private equity so that any project incentives do not over-incentivize the Developer. These market factors include the projected stabilized and projected annual average Return on Equity (ROE), Return of Cost (ROC), and the Internal Rate of Return (IRR). Each of the building sites will contain a separate market evaluation review. Staff chose this approach in case the Developer chooses to sell an individual project to a different development team.

Initial Stabilized Year Return on Equity (ROE)

The initial stabilized year ROE is a simple tool used to augment data in the short term and determine if the proposed generated income from a project is worth the risk to a developer. Initial stabilized year ROE has limitations as it does not account for a multi-year investment period. Similar redevelopment projects attempt to reach 8 to 12% initial year ROE within the first year of fully stabilized income. The annual average ROE is the net operating income of the project over the investment period, less the total debt service payments, divided by the initial investments, over the total number of years in the investment period. The annual average return on equity for real estate investments (real estate mutual funds) over the past few years has ranged from 10%-13%. During this review, the City projected a ten-year cash flow analysis using the NOI assumptions listed previously.

Return on Cost (ROC)

The return on cost ROE is a simple tool used to augment data to ensure the ratio of stabilized income to initial total development costs is in line with market averages. For this review, the targeted return on cost ranges between 6.5 and 8.0%

Internal Rate of Return (IRR)

Leveraged IRR represents the value of all cash flows from the project where the initial equity investment is expressed as a negative number, plus the stream of income generated by the project operations, plus the sale value of the project at the end of the investment period, minus the remaining loan balance and an assumed loss in sales proceeds from costs associated with the real estate transaction. If the project upon sale can generate sufficient cash flow to provide investors with a competitive rate of return, then investment capital should be available. Individual year reports for leveraged IRR can fluctuate significantly from year to year as the data is based on reported sales. Therefore, when one analyzes the past 20 years of real estate investment trust (REIT) annual average data and compares it to recent year trends, it is to be 10-12%. However, when evaluating specific investment projects in midwestern suburban markets, an anticipated leveraged IRR for a mixed-use project should range from 11-16%. In short, the higher the rental income, the higher the IRR. As stated above, the leveraged IRR review process considers the value of the project at the end of the investment period since the net proceeds of

a sale would also flow to the investors. This analysis also includes an assumed loss from the sales proceeds from costs associated with the real estate transaction.

Evaluation

Assuming a 70% loan-to-value, developer equity of approximately \$8,000,000, and a \$6,200,000 TIF grant with equal annual increases in rent and expenses, the project results are as follows:

- Initial Stabilized Year Return on Equity (ROE): 8.13% (in the range of 8 to 11%)
- Return on Cost (ROC): 6.44% (out of the range of 6.5 to 8%)
- Internal Rate of Return (IRR): 14.15% (in the range of 11 to 16%)

Without the TIF requests and an assumption of splitting the grant application between loan and developer equity, the project results are as follows:

- Initial Stabilized Year Return on Equity (ROE): 3.67% (out of the range)
- Return on Cost (ROC): 6.44% (out of the range)
- Internal Rate of Return (IRR): 7.01% (out of the range)

PROJECT 'BUT FOR' STATEMENT

The financial assistance for the project is required due to the various costs of the following:

1. Increased financing rates and costs.
2. Additional costs associated with trying to locate a large building on an irregularly shaped parcel.
3. Challenges with meeting expected market rates of return listed above.

RECOMMENDED PROPOSED TERMS

Parties:	City of De Pere
TBD	AmeriLux Family of Companies/other Ownership Name
Purpose Use:	Office/ warehouse/manufacturing
Anticipated Construction Value:	\$39,310,790
Anticipated New Assessed Value (equated):	\$35,000,000
Anticipated New Increment Value:	\$35,000,000
Newly Generated Annual Increment Revenue:	\$535,000 calculated/\$600,000 guaranteed.

General Developer Obligations:

The Developer shall complete all of the following:

1. **Proposed Development:** The developer shall construct a minimum 495,000-square-foot development approximately equivalent to the concept plans provided.
2. **Timelines:**
 - a. Secure site plan approvals by August 31, 2024.
 - b. Commence construction by November 1, 2024.
 - c. Complete Construction by December 31, 2025.
 - d. Final assessed value by January 1, 2026.
3. **Local Codes:** Shall comply with local codes with specific attention to the design, screening, parking, landscaping, and buffering requirements for business park uses, specifically trucking and transportation terminals.
4. **Assessed Value and Tax Revenue:** The developer guarantees a minimum annual tax increment revenue value of \$600,000. The City and/or State of Wisconsin shall assess the development project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The Total Project Grant is premised upon the completed development project having an equated assessed value equal to the guaranteed value for real property tax purposes of not less than \$35,000,000; however, in no case shall the annual tax value be less than \$600,000. The Developer will make a Payment In Lieu Of Tax to the City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue.

Developer shall provide assessor with requested income statements, or other materials upon request until the TID closes.

5. **Summary Expense Report:** Submit a summary expense report to the City before final payment of Development Incentives.

General City Obligations: The City shall complete all of the following:

1. **Replating.** The City at its own cost shall cause the East Industrial Park 4th Addition to be replatted and configured to be approximately equivalent to the concept plans provided. The City will retain stormwater pond access easements for parking areas and drive isles located around the stormwater pond on Parcel ED-3105.
2. **Profit Plan Street Vacation and Cul-De-Sac Bulb Construction.** The City shall at its own expense vacate 192' of Profit Place and construct a new off-set bulb on parcel ED-3104 prior to July 1, 2025.
3. **Site Assembly Grant.** The City shall provide the Developer with a Site Assembly Grant of approximately \$175,000 at the close of the purchase of the subject property. The final calculated amount is to be determined by the final parcel acres with Plat.
4. **Developer Project Cost Reimbursement Grant.** The City shall provide the Occupant with two Project Cost Reimbursement Grants ("Milestone Project Grants") in total of \$6,200,000 to reimburse Project Costs incurred by the Developer. Such project grant shall be payable as follows:
 - a. \$3,000,000 – In calendar year 2025
 - b. \$3,200,000 – In calendar year 2026

However, at no point shall the project grant be issued prior to September 1st of the subject year.

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

MEETING DATE: August 6, 2024

DEPARTMENT: City Attorney

FROM: Anthony Wachewicz

SUBJECT: Resolution #24-63 Authorizing Agreement regarding the Sale and Purchase of Business Park Property Between the City of De Pere and T Jansen Enterprises, LLC (Parcel ED-2077-1; 1405 Enterprise Drive).

*The proposed terms for this Agreement were previously approved by the Finance/Personnel Committee on May 14, 2024. The parties to this Agreement have been modified to allow for the original Developer Tim Halbrook to conduct a 1031 exchange for tax purposes resulting in a new Developer that will be purchasing and completing the Project.

ATTACHMENTS:

- Reso24-63 (PDF)
- Enterprise Business Park agreement with City DePere - updated 7.30.24 (PDF)
- FP Memo May 24 (PDF)
- Plans (PDF)

RESOLUTION #24-63

AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE OF BUSINESS PARK
PROPERTY BETWEEN THE CITY OF DE PERE AND T JANSEN ENTERPRISES, LLC
(Parcel ED-2077-1; 1405 Enterprise Drive)

WHEREAS, T Jansen Enterprises, LLC (“Developer”) wishes to enter into an agreement for constructing two 14,000 square-foot buildings for business rental units totaling 28,800 square feet located at 1405 Enterprise Drive (Parcel ED-2077-1); and

WHEREAS, Developer’s ability to commence construction of the Development Project is contingent upon the City’s commitment to provide the required property, pursuant to the terms set forth in the attached Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and T Jansen Enterprises, LLC; and

WHEREAS, City desires to provide such property to promote this Development Project; 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 City Clerk are authorized and directed to enter into such Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and T Jansen Enterprises, LLC, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Resolution #24-63

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of August, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 05/14/2024

**AGREEMENT REGARDING THE SALE AND PURCHASE OF
BUSINESS PARK PROPERTY BETWEEN THE CITY OF DE PERE
AND T JANSEN ENTERPRISES, LLC.
[Parcel ED-2077-1]**

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and T JANSEN ENTERPRISES, LLC, a Wisconsin Limited Liability Company (“Developer”), together the “Parties”.

RECITALS

WHEREAS, City owns certain business park property within its corporate limits; and

WHEREAS, Developer desires to purchase from City a 1.73 acre parcel (Parcel ED-2077-1) to allow Developer to construct two (2) 14,400 square-foot buildings that will house twelve (12) business rental units totaling 28,800 square feet on such parcel (the “Project”); and

WHEREAS, the City further believes that the Project is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding tax base and employment opportunities within the City; and

WHEREAS, the City wishes to promote this Project and provide the required property to Developer.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the undersigned hereby agree as follows:

I. PURCHASE OF REAL ESTATE

A. The Subject Parcel. Developer agrees to purchase, and City agrees to sell, the 1.731 acre parcel of real estate located at 1405 Enterprise Drive and legally described as:

75,389 SQ FT LOT 2 OF 40 CSM 67 MAP 6049 IN 1734163 BNG PART OF LOTS 13 & 14 EAST SIDE
INDUSTRIAL PARK 1ST ADDN EX E 60 FT

such property being shown on the attached Exhibit A and identified in this Agreement as the “Subject Parcel.”

B. Purchase Price. The purchase price for the Subject Parcel shall be Forty Thousand and no/100 dollars (\$40,000.00) per acre, plus each fraction thereof for a total purchase price of Sixty-Nine Thousand Two Hundred Dollars and no/100 (\$40,000.00 x 1.73 = \$69,200.00). The purchase price shall be paid to City as of the date of closing.

C. Closing Procedure. If Developer has satisfied or waived all contingencies, and all conditions precedent to closing have been satisfied, the closing shall take place at the City Attorney’s Office, De Pere City Hall, 2nd Floor, no later than _____, 2024, unless the Parties agree otherwise in writing. The following shall constitute contingencies and conditions precedent to Developer’s obligation to close on its purchase of the Subject Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

1. Evidence of Title/Title Defects. City shall, at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least ten (10) calendar days prior to closing.

The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

2. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers of property in Wisconsin, including the cost of the title insurance as provided herein.

3. Conveyance of Title. City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

- a. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the property.
- b. Easements of record, provided the same do not restrict or interfere with the intended use of the property.
- c. Deed restriction of no storage units allowed on the Subject Parcel.
- d. Obligations contained in this Agreement.

D. Financing Contingency This Agreement is contingent upon Developer obtaining financing for the purchase of the Subject Parcel upon terms satisfactory to Developer in Developer's sole discretion. Developer shall waive or satisfy this contingency in writing no later than the Due Diligence Expiration Date. If Developer does not notify City in writing on or before the Due Diligence Expiration Date of the satisfaction or Developer's waiver of the financing contingency, this Agreement shall be null and void.

E. Access Prior to Closing. City shall permit Developer access to the Subject Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to and shall hold City, its officials, officers, employees, agents, and assigns harmless for any and all injury to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

II. DEVELOPER OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Project. Developer shall construct twelve (12) business rental units totaling 28,800 square feet on the Subject Property and where each unit is operated as a business facility in a size of no less than forty-eight feet (48') by fifty feet (50') with a half (0.5) bathroom.

- B. Plan Commission Project Site Plan Approval.** Prior to closing, Developer shall take all steps necessary to obtain City Development Services Department and/or Plan Commission site plan approval for the Project to enable Project construction to commence and proceed so as to obtain Substantial Completion (as described in Paragraph II.D. below) on or before January 1, 2026. The Project shall be substantially similar to the site plan submitted by the Developer as modified, conditioned or approved by the Development Services Department and/or Plan Commission. All terms and conditions of the Development Services Department and/or City Plan Commission Project site plan approval as set forth in a Commission approval letter issued by the Development Services Department will be incorporated by reference into this Agreement as Exhibit B. The Project shall be constructed in compliance with all federal, state and local codes, including the City's Zoning and Building Code and the City's Planning and Development Standards for the business park, together with all conditions and requirements of the City Plan Commission. Developer's obligations under this Agreement shall be contingent on Development Services Department and/or Plan Commission approval and other required City and State approvals. If the provisions of this paragraph are not complied with, the City may proceed as provided in Section II.C. below.
- C. Commencement of Construction and Substantial Completion.** Developer shall commence construction of the Project so that it is Substantially Completed consistent with the Project completion requirements of Paragraph II.D.
- D. Failure to Commence Construction or Substantially Complete.**
- 1. Notice and Cure.** If, in the reasonable discretion of City, Developer

has not complied with the provisions of this Agreement, City may notify Developer of such failure.

2. **Repurchase of Subject Parcel.** If after thirty (30) days of mailing such notice Developer has not cured the default, City may, in its sole discretion, repurchase the Subject Parcel as follows:
 - a. If the City determines to repurchase the Subject Parcel, it is entitled to do so for the price Developer paid for the Subject Parcel, less real property taxes due and liens or judgments of record. Developer shall, in addition, pay all usual and customary closing costs of a seller of property in Wisconsin. The Parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the Subject Parcel.
 - b. If the City repurchases the Subject Parcel, all improvements to the Subject Parcel shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the Subject Parcel as a result or consequence of Developer's ownership or construction efforts thereon.
 - c. Upon the repurchase of the Subject Parcel by City, this Agreement shall terminate, and the Parties shall have no further obligations to each other. This paragraph is intended to be in addition to all other remedies available to the City at law or equity.
3. **Force Majeure.** If Developer is delayed from achieving Substantial Completion as defined in Paragraph II.D. below, due to circumstances beyond

the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or another force majeure event, the repurchase provision of this paragraph shall be postponed by the period of such delay.

- E. Substantial Completion.** “Substantial Completion” means that the Project shall be sufficiently complete such that Project construction is finished and a certificate of occupancy has been issued, and the Subject Parcel is subject to the full assessed value placed upon the completed Project as of January 1, 2026 by the city assessor under Chapter 70, Wisconsin Statutes.
- F. Assessment.** Developer, for itself and its successors and/or assigns, hereby waives all right to appeal the Assessed Value of the Building Development, whether to the City, State of Wisconsin or any other jurisdiction or venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws.
- G. Property to Remain Taxable.** Developer, on behalf of itself and/or its successors and assigns, hereby agrees that they shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project to an entity whereby such sale or lease would cause such portion of the Project to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer’s successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or any portion thereof to become tax exempt.

H. Representations, Warranties and Covenants. All of the following representations, warranties and covenants of Developer shall survive the closing of this transaction.

Developer represents, warrants and covenants that:

1. It is a domestic business duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition; and
2. It has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement; and
3. The execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and
4. This Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms; and
5. It will expeditiously complete the development and construction of the

Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the final plans provided to the City regarding the Project; and

6. It grants to City a non-exclusive, irrevocable, and royalty-free license to hold and/or use the final plans regarding the Project as a template for any future City development purpose; and

7. It will not make or consent to any material modifications to the final plans without the prior written consent of the City; and

8. It will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of the Project; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require; and

9. It will take all reasonable steps to forestall claims of lien against the Subject Parcel (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Subject Parcel; and

10. It will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Subject

Parcel in at least the amount of the full replacement, completed value of the improvements on the Subject Parcel; and

11. It will pay and discharge all taxes, assessments and other governmental charges upon the Subject Parcel when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Subject Parcel; and

12. It will promptly furnish to the City written notice of any litigation or threatened litigation affecting the Subject Parcel or in which a judgment would reasonably be expected to have a material adverse effect on Developer's financial condition; and

13. It shall deliver to the City revised statements of estimated costs of the Project construction showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer; and

14. It shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and

15. No litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Developer are pending or threatened, and no other event has occurred, which is reasonably expected to have, individually or collectively, a material adverse effect on Developer's financial condition; and

16. There are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Subject Parcel; and

17. The person(s) signing this Agreement on behalf of Developer represent and

warrant that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement; and

18. That it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

- I. Landscaping.** Developer shall be responsible for landscaping on the Subject Parcel, including trees, shrubs, seeding, or sod related to the improvements.
- J. Utilities.** Developer shall install, or have installed, all private utilities including without limitation electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.
- K. Laterals.** Developer shall install, or have installed, all sanitary sewer and water laterals on the Subject Parcel, as well as connections of such laterals to new or existing sewer and water mains.
- L. Storm water.** Developer shall install, or have installed, all storm water drainage systems and facilities on the Subject Parcel, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.
- M. Erosion.** Developer shall be responsible for all erosion control related to construction of all improvements on the Subject Parcel.
- N. Costs.** Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

III. DEFAULT PROVISIONS

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Subject to force majeure, if either party believes that such provision has been breached, it shall supply the other party with written notice informing the other party that it has thirty (30) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or, subject to force majeure, unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

IV. MISCELLANEOUS

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding for the term of this Agreement. This Agreement and any Amendment thereto shall be recorded by City with the office of the Brown County Register of Deeds.

B. Assignment. Neither party may assign this Agreement except upon prior written consent thereof, including acknowledgment by the assignee of the obligations contained in this agreement and consent to the same.

C. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement. All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.

D. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the Parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:
T JANSEN ENTERPRISES, LLC
Thomas Jansen, Member

7113 W. Greyhawk Lane
Franklin, WI 53132

2. If to City:
City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

With a copy to:
City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

E. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

F. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the Parties and supersedes all prior discussions and agreements, whether written or oral, between the Parties and constitutes the sole and entire agreement between the Parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all Parties hereto.

G. Amendment. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the Parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

H. No Vested Rights Granted. Except as provided by law, or as expressly

provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.

I. Invalid Provisions. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

J. No Waiver; Remedies. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

K. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the named Parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such Parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

L. No Joint Venture. The City is not a partner, agent or joint venturer of or with Developer.

M. Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Brown County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.

N. Immunity. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

O. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The Parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other Parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

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

T JANSEN ENTERPRISES, LLC

By:

Thomas Jansen
Title: Member

Print Name:
Title:

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2024, the above
named Thomas Jansen
known as the person who executed the
foregoing instrument and acknowledged
the same.

Notary Public:
My Commission expires: _____

City of De Pere

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2024, the above
named James G. Boyd, Mayor and
Carey E. Danen, City Clerk,
known as the persons who executed
the foregoing instrument and
acknowledged the same.

Notary Public:
My Commission expires: _____

EXHIBIT A
SUBJECT PROPERTY AND MAP

Parcel Number: ED-2077-1 (1.731 Acres)

Address: 1405 Enterprise Drive, De Pere, Wisconsin

Legal Description:

75,389 SQ FT LOT 2 OF 40 CSM 67 MAP 6049 IN 1734163 BNG PART OF LOTS 13 &
14 EAST SIDE INDUSTRIAL PARK 1ST ADDN EX E 60 FT

CITY OF DE PERE MEMO

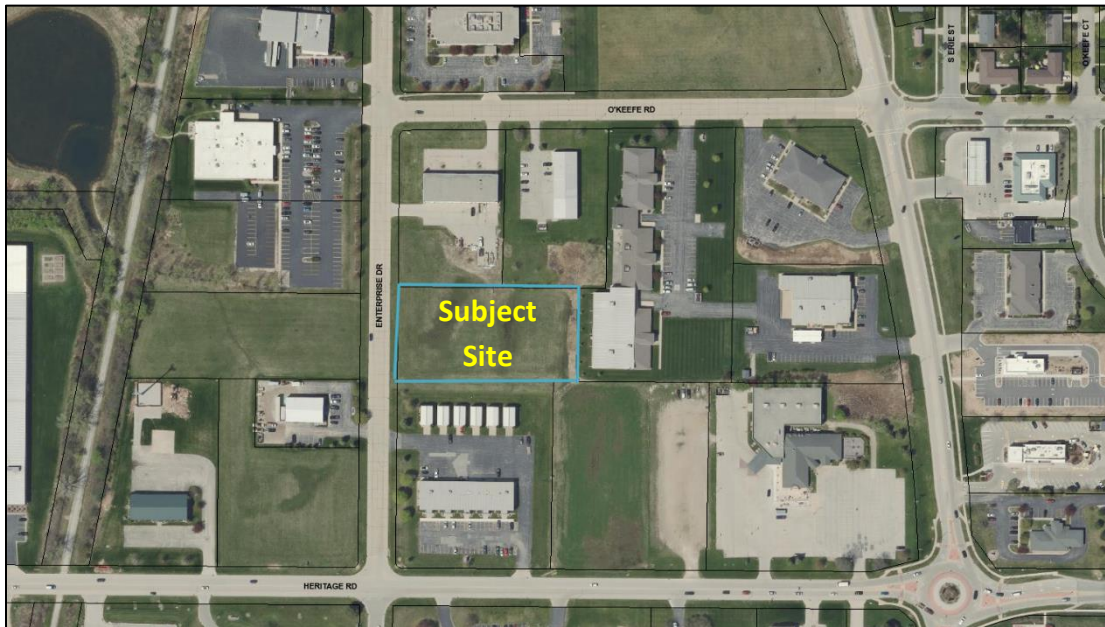


To: Finance and Personnel Committee
From: Quasan Shaw, Community and Economic Development Specialist
Date: May 14, 2024

RE: **Proposed Purchase/Sale Agreement Terms for Enterprise Drive (Parcel ED-2077-1).***

Tim Halbrook and Karen Classon, representing Tim Halbrook Builders Inc. (Developer) has an interest in acquiring parcel ED-2077-1 ("subject property"), a 1.731-acre parcel to construct twelve business rental units, each 48'x50' with small office, 0.5 bath and the remainder for workspace for a business facility. The property is located on Enterprise Dr (outlined in Figure 1 below) in the East Industrial Park and is zoned Business Park 1.

Figure 1:



DEVELOPMENT PROPOSED TERMS

Parcel IDs:	ED-2077-1
Address:	1405 Enterprise Dr (recently assigned)
Acres:	Approximately 1.731 acres
Purpose:	Development of twelve (12) business rental units.
Development Agreements:	Developer (Tim Halbrook Builders) envisions that City of De Pere and Developer will enter into Sale and Development Agreement for the construction of the new business rental units.

Developer Obligations and Specific Provisions:

The Developer shall:

1. Construct two (2) 14,400-square-foot buildings that will house twelve (12) business rental units totaling 28,800 square feet on the subject property.
2. Construct a building in accordance with the City of De Pere Zoning Code requirements and any other requirements by the Zoning Code or Plan Commission (landscaping, screening, façade materials, etc.) – site plan approval.
3. Compliance with all City codes.
4. Acquire City parcel ED-2077-1 at listed price of \$40,000/acre (estimated 1.73 acres = \$69,200).
5. Final purchase/sale agreement to be reviewed and decided upon by City Council.
6. Project completion (full assessment) by January 1, 2026.

City Obligations and Specific Provisions:

The City shall:

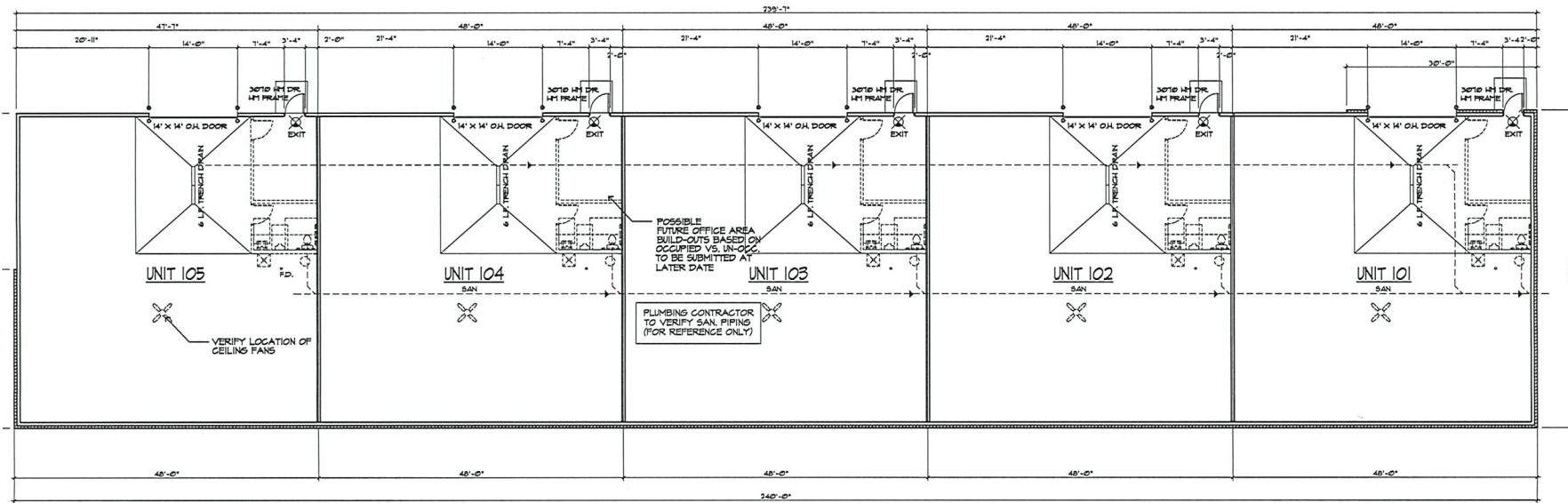
1. Record a deed restriction of no storage units allowed on property.
2. Sell parcel ED-2077-1 at listed price of \$40,000/acre (estimated 1.73 acres = \$69,200).

The following reviews are anticipated for this project:

Purchase/Sale Agreement Terms (Finance/Personnel Committee -May 14, 2024)
 Site Plan (Plan Commission – target date May 28, 2024)
 Purchase Sale Agreement (Common Council – June 4, 2024)

If the Finance and Personnel Committee approves the proposed terms, the City will draft a Sale/Development Agreement that will be reviewed by the Common Council at a future meeting. The Development Agreement will not be finalized until required land use and site plan approvals are secured.

Please contact me with any questions regarding this item.



BUILDING "A" FLOOR PLAN
BUILDING "B" MIRROR IMAGE

FLOOR PLAN
1/8" = 1'-0"



PRELIMINARY - NOT FOR CONSTRUCTION

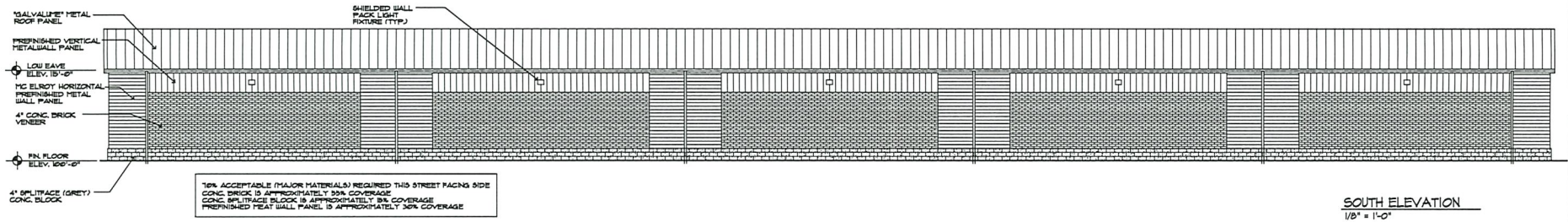
PROPOSED BUILDINGS FOR:
TIM HALLBROOK BUILDERS, INC.
ENTERPRISE DR + HERITAGE ROAD
CITY OF DE PERE, WISCONSIN

Design Consultant:
ONE E MAIN AVE
GREEN BAY, WISCONSIN
(920) 840-4400
info@conceptone.com

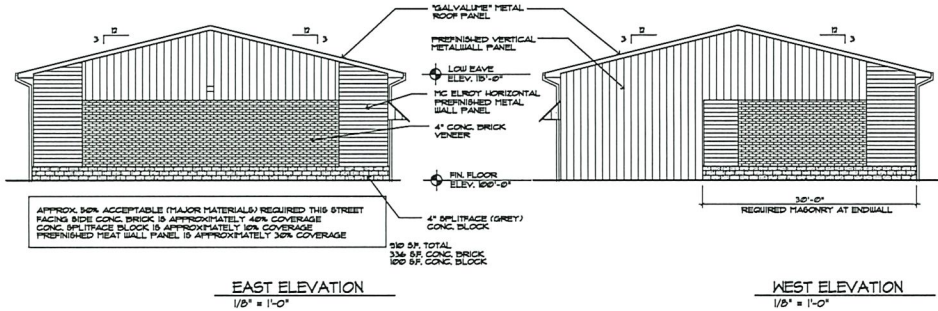
Architect:
Daniel J. Meissner
AIA, LLC danielmeissnerarchitect@gmail.com
1230 E Calumet Street Appleton, WI
920-428-0992

REV. NO.	DATE	DESCRIPTION

DATE
5/11/24
SHEET
A1
PROJECT NUMBER
24124

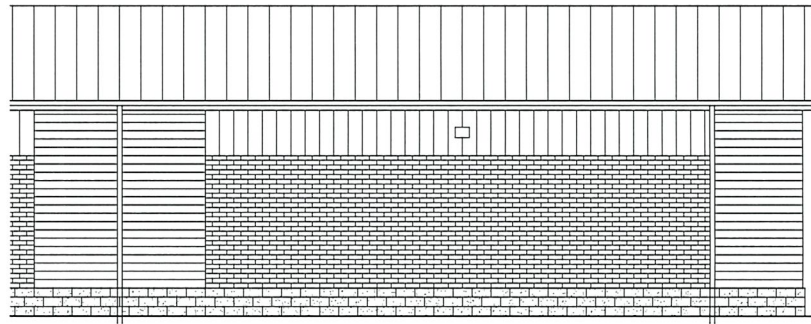


SOUTH ELEVATION
1/8" = 1'-0"

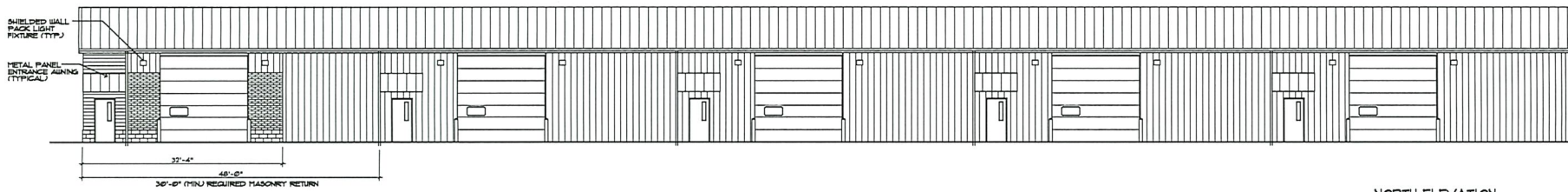


EAST ELEVATION
1/8" = 1'-0"

WEST ELEVATION
1/8" = 1'-0"



ENLARGED SOUTH ELEVATION
1/4" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"

BUILDING "A" ELEVATIONS
BUILDING "B" IS MIRROR IMAGE

REV.	NO.	DATE	DESCRIPTION

Architect:
Daniel J. Meissner
AIA, LLC daniel.meissnerarch@gmail.com
1230 E. Calumet Street, Appleton, WI 54912-4218-0992

Design Consultant:
One LLC
335 E. VALP AVE.
GREEN BAY, WISCONSIN 53001
(920) 680-1000
info@oneconceptllc.com

PROPOSED BUILDINGS FOR:
TIM HALLBROOK BUILDERS, INC.
ENTERPRISE DR. & HERITAGE ROAD
CITY OF DE PERE, WISCONSIN

DATE: 5/11/24
SHEET: **A2**
PROJECT NUMBER: 24124

PRELIMINARY - NOT FOR CONSTRUCTION



MACHIV
ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salschneider Court Green Bay, WI 54313
PH: 920-569-5765; Fax: 920-569-5767
www.machiv.com

R:\Proposals\2024 Halbrook\ED-2077-1 Parcel Drawing\ED-2077-1.dwg 4/23/2024 3:59:15 PM



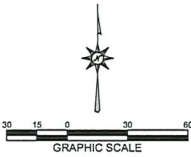
SITE STATISTICS

PARCEL ADDRESS: ENTERPRISE DRIVE
PARCEL NUMBER: ED-2077-1
PARCEL SIZE: 75,389 SF (1.731 AC)
ZONING: BP-1

EXISTING SITE	Area Square Feet (%)
GREEN SPACE:	
IMPERVIOUS AREA	0.0 SF (0.0%)
BUILDING:	0.0 SF (0.0%)
PAVEMENT:	0.0 SF (0.0%)
TOTAL IMPERVIOUS:	0.0 SF (0.0%)

PROPOSED SITE	
TOTAL DISTURBED AREA:	
GREEN SPACE REQUIRED:	20% (15,078 SF)
GREEN SPACE PROVIDED:	27,323 SF (36.2%)
IMPERVIOUS AREA	
BUILDING:	28,800 SF (38.2%)
PAVEMENT:	19,266 SF (25.6%)
TOTAL IMPERVIOUS:	48,066 SF (63.8%)

PARKING PROVIDED
PARKING SPACES REQ'D/CALCS:
PARKING SPACES PROVIDED:



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2260 Salechholder Court Green Bay, WI 54313
PH: 920-569-5765; Fax: 920-569-5767
www.machiv.com

HALBROOK

ED-2077-1

SITE LAYOUT WITH AERIAL

REVISION DESCRIPTION	NO.

DATE: APRIL 23, 2024
DRAFTED BY: RPH
CHECKED BY:
PROJECT NO.: HALBROOK
DRAWING NUMBER
SHEET NUMBER
C1 A
OF 2

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

MEETING DATE: August 6, 2024

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

SUBJECT: Resolution #24-64 Approving Amendment to Facade Improvement Project Application and Authorizing Disbursement of Grant (407 Main Avenue - Parcel WD-885).

At their meeting on June 24, 2024, by a vote of 5-0, the Redevelopment Authority recommended approval of the requested amendment to Resolution #22-91 facade grant request for 407 Main Ave (Parcel WD-885).

ATTACHMENTS:

- Reso24-64 (PDF)
- 1. 407 Main RDA Memo -2024 (PDF)
- 22-91 (PDF)
- 407 Pictures (PDF)

RESOLUTION #24-64

APPROVING AMENDMENT TO FAÇADE IMPROVEMENT PROJECT
APPLICATION AND AUTHORIZING DISBURSEMENT OF GRANT
(407 Main Avenue - Parcel WD-885)

WHEREAS, the Common Council has, pursuant to Resolution #22-91, approved a façade grant in the amount of \$10,000.00 to Lance A. and Shanna L. Koltz, the owners of Parcel WD-885 (Owners) for proposed improvements to both the Main Avenue storefront façade and the rear façade of the building at 407 Main Avenue, based upon eligible façade improvement costs within Tax Increment District #9 (TID #9), thereby increasing property values and tax increment during the life of the Tax Increment District; and

WHEREAS, due to unforeseen circumstances discovered after commencement of work on the project, Owners have encountered additional necessary building repairs, which prohibited the completion of all the eligible expense improvements contemplated under Resolution #22-91, and Owners have requested an amendment to their application submission to include certain completed items still allowing them to qualify for the grant previously awarded, but reducing the eligible expenses to \$28,225.00; and

WHEREAS, this façade improvement project amendment has been reviewed by the Redevelopment Authority which recommends reduction of the eligible expenses from \$37,818.00 to \$28,225.00 and approval of a façade improvement grant in the total amount not to exceed \$10,000.00, subject to the provisions set forth below.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves an amendment to the façade improvement application reducing the proposed eligible expenses to \$28,225.00, as approved by the Redevelopment Authority.

Resolution #24-64

Page 2 of 2

BE IT FURTHER RESOLVED THAT:

The Director of Development Services or designee (Director) is authorized to approve disbursement of the façade grant in an amount not to exceed \$10,000.00 to Lance A. and Shanna L. Koltz, once the following conditions are met:

1. The Director receives copies of paid invoices from property owner showing the project is complete; and
2. The City Building Inspection Department verifies that the work is complete and in compliance with all building codes and so advises the Director.

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 6th day of August, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

RDA Approval: 06/24/2024

CITY OF DE PERE MEMO



To: Redevelopment Authority
 From: Daniel Lindstrom, Development Services Director
 Date: June 24, 2024

RE: Consideration and Possible Action on a Requested Amendment to Resolution #22-91 Approving Facade Improvement Project and Authorizing Disbursement of Grant for 407 Main Avenue (Parcel WD-885).*

Summary

Property owners Shanna & Lance A Koltz submitted a request to revise Resolution #22-91 approving a facade improvement project and authorizing the disbursement of the grant for 407 Main Avenue. The property owners submitted an application that identified a total eligible project cost of \$37,818 for repairing and replacing the front and rear facades. The estimated cost to complete the work exceeded the total required minimum to receive the maximum grant award based on the building façade length. The owner expended \$28,225 for window and stucco contracted work to repair the front façade and completed several other/non-structural updates on their own (repainting brick, new signage, new planter boxes). During the façade repair, it became apparent a portion of the roof needed to be replaced which was an unexpected cost. Below is the approved 2022 anticipated work.

407 Main Avenue Façade Grant - Façade Grant Project Estimate (Applicant Submission)

Vendor	Detail	Amount	Eligible	Notes
Green Bay Glass Center, Inc	Glass replacement	\$14,075.00	☒	Proposal
Self	Painting (rear)	\$400.00	☒	Proposal
Self	Shutters/Window Boxes, Landscaping	\$860.00	☒	Proposal
Self	Door Replacements	\$3,153.00	☒	Proposal
Green Bay Stucco Repair and Son	Stucco Repair	\$9,150.00	☒	Proposal
Self/Awaiting Contractor	Demolition/Façade Removal	\$1,500.00	☒	Estimate
Unnamed	Trim Repair/Replacement	\$5,000.00	☒	Estimate
Unnamed	Sign Replacement (Front)	\$2,000.00	☒	Estimate
Unnamed	Sign Replacement (Rear)	\$1,000.00	☒	Estimate
Unnamed	Electrical for exterior improvements	\$680.00	☒	Estimate
Unnamed	Roof and Deck Replacement	\$13,214.00	☐	Estimate
			☐	
		Total	\$51,032.00	
		Total Eligible	\$37,818.00	
		\$1 Investment	\$18,909.00	
		\$1 Grant Match (Maximum)	\$10,000.00	
				Grant Maximum
				\$10,000

Program rules require the applicant to submit all invoices for the stated eligible work and costs totaled in the approval resolution. The applicants would like to receive the grant funds for the work completed to date so they can continue the renovations to the rear of the property; however, staff cannot release the funds due to program rules. Therefore, they are requesting an amendment to the application and approval resolution to remove some of the previously stated costs.

Completed Work*Before**After*

Proposed Revision

407 Main Avenue Façade Grant - Façade Grant Project Estimate (Applicant Submission)

Vendor	Detail	Amount	Eligible	Notes
Green Bay Glass Center, Inc	Glass replacement	\$14,075.00	X	Invoice Paid
Green Bay Stucco Repair and Son	Stucco Repair	\$14,150.00	X	Invoice Paid
		Total		
		\$28,225.00		
		Total Eligible		
		\$28,225.00		
		Matching Eligible Investment		
		\$14,112.50		
		Grant Match (Maximum)		
		\$10,000.00		
				Grant Maximum
				\$10,000

Recommendation

Recommend approval of the façade grant amendment request for 407 Main Avenue (WD-885) to reduce eligible project costs from \$37,818 to \$28,225. Development Services Staff reviewed the invoices and receipts.

RESOLUTION #22-91

APPROVING FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING DISBURSEMENT OF GRANT
(407 Main Avenue - Parcel WD-885)

WHEREAS, the Tax Increment District #9 (TID #9 or the District) Project Plan includes city expenditure of funds to property owners within the District in the form of a grant match for eligible façade improvement costs, not to exceed \$10,000.00 per parcel (for building width of 1' to 60'), thereby increasing property values and tax increment during the life of the District; and

WHEREAS, Lance A. and Shanna L. Koltz, the owners of Parcel WD-885, have submitted an application for a façade improvement grant for proposed improvements to both the Main Avenue storefront façade and the rear façade of the building; and

WHEREAS, such application, attached and incorporated as Exhibit A, provides cost estimates for said improvements in the amount of \$51,032.00, with eligible expenses totaling \$37,818.00; and

WHEREAS, this façade improvement project has been reviewed by the Redevelopment Authority which recommends approval of a façade improvement grant in the total amount not to exceed \$10,000.00, subject to the provisions set forth below.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the façade improvement contemplated in Exhibit A, as approved by the Redevelopment Authority, and thanks Lance and Shanna Koltz for their investment in the De Pere downtown.

BE IT FURTHER RESOLVED THAT:

The Director of Development Services or designee (Director) is authorized to approve disbursement of the façade grant in an amount not to exceed \$10,000.00 to Lance A. and Shanna L. Koltz, provided the following conditions are met:

Resolution #22-91

Page 2 of 2

1. Property owner obtains all necessary permits;
2. Property owner submits quotes for all eligible work to be completed;
3. After completion of the improvements, the Director receives copies of paid invoices from property owner showing the project is complete;
4. The City Building Inspection Department verifies to the Director that the work is complete and in compliance with all building codes; and
5. Final grant payment to be calculated based upon receipt review pursuant to program requirements.

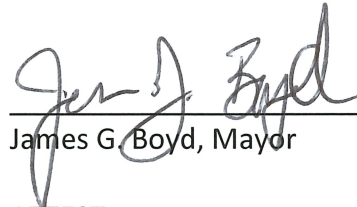
BE IT FURTHER RESOLVED THAT:

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 6th day of

December, 2022.

APPROVED:


James G. Boyd, Mayor

ATTEST:


Carey E. Danen, City Clerk

Ayes: 8

Nays: 0

RDA Approval: 10/24/2022

	CITY OF DE PERE APPLICATION FOR FAÇADE GRANT	Date:
---	---	--------------

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

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Lance and Shanna Koltz	Authorized Representative	Title Building Owners	
Mailing Address 920 Helena St.	City De Pere	State WI	ZIP Code 54115
Email Address lkoltz@new.rr.com	Phone Number (incl. area code) 920-619-3847	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address 407 Main Ave	City De Pere	State WI	ZIP Code 54115
Email Address lkoltz@new.rr.com	Phone Number (incl. area code) 920-619-3847	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 407 Main Ave. De Pere, WI 54115	Parcel No.
---	------------

SECTION 4: Project Information

Project Description:	New look for the outside, restoring windows back to original.		
Estimated Start Date:	10-15-22	Estimated Completion Date:	11-15-22
Existing Façade Photo (attach):	yes	Design Drawing (attach):	yes
<i>Fill in below form with cost estimates based on category. Attach quotes to this application.</i>			
Category	Cost Estimate	Category	Cost Estimate
New Storefront windows	14,075	signage	2K front/ 1K back
Stucco	9,150	Deck/ extras (see attached)	13,214
Trim	5K	See attached	
Total Eligible Expenses:	\$51,032	Requested Grant Amount:	10,000

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 owners	Phone Number (920)619-3847
Signature of Applicant		Date Signed

Proposed Rear Improvement**407 and 409 Before**

After Front Facade
Renovations





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

SUBJECT: Resolution #24-65 Approving Amendment to Facade Improvement Project Application and Authorizing Disbursement of Grant for (409 Main Avenue - Parcel WD-886).

At their meeting on June 24, 2024, by a vote of 5-0, the Redevelopment Authority recommended approval of the requested amendment to Resolution #22-92 facade grant request for 409 Main Ave (Parcel WD-886).

ATTACHMENTS:

- Reso24-65 (PDF)
- 1. 409 Main RDA Memo -2024 (PDF)
- 22-92 (PDF)
- 409 Pictures (PDF)

RESOLUTION #24-65

APPROVING AMENDMENT TO FAÇADE IMPROVEMENT PROJECT
APPLICATION AND AUTHORIZING DISBURSEMENT OF GRANT
(409 Main Avenue - Parcel WD-886)

WHEREAS, the Common Council has, pursuant to Resolution #22-92, approved a façade grant in the amount of \$10,000.00 to Lance A. and Shanna L. Koltz, the owners of Parcel WD-886 (Owners) for proposed improvements to both the Main Avenue storefront façade and the rear façade of the building at 409 Main Avenue, based upon eligible façade improvement costs within Tax Increment District #9 (TID #9), thereby increasing property values and tax increment during the life of the Tax Increment District; and

WHEREAS, unforeseen circumstances encountered after commencement of work has prohibited completion of all of the eligible expense improvements contemplated under Resolution #22-92, and Owners have requested an amendment to their application submission to include certain completed items still allowing them to qualify for the grant previously awarded, but reducing the eligible expenses to \$24,926.00; and

WHEREAS, this façade improvement project amendment has been reviewed by the Redevelopment Authority which recommends reduction of the eligible expenses from \$37,894.00 to \$24,926.00 and approval of a façade improvement grant in the total amount not to exceed \$10,000.00, subject to the provisions set forth below.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves an amendment to the façade improvement application reducing the proposed eligible expenses to \$24,926.00, as approved by the Redevelopment Authority.

BE IT FURTHER RESOLVED THAT:

Resolution #24-65

Page 2 of 2

The Director of Development Services or designee (Director) is authorized to approve disbursement of the façade grant in an amount not to exceed \$10,000.00 to Lance A. and Shanna L. Koltz, once the following conditions are met:

1. The Director receives copies of paid invoices from property owner showing the project is complete; and
2. The City Building Inspection Department verifies that the work is complete and in compliance with all building codes and so advises the Director.

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 6th day of August, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

RDA Approval: 06/24/2024

CITY OF DE PERE MEMO



To: Redevelopment Authority
From: Daniel Lindstrom, Development Services Director
Date: June 24, 2024

RE: Consideration and Possible Action on a Requested Amendment to Resolution #22-92 Approving Facade Improvement Project and Authorizing Disbursement of Grant for 409 Main Avenue (Parcel WD-886).*

Summary

Property owners Shanna & Lance A Koltz submitted a request to revise Resolution #22-92 approving a facade improvement project and authorizing the disbursement of the grant for 409 Main Avenue. The property owners submitted an application that identified a total eligible project cost of \$37,894 for repairing and replacing the front and rear facades. The estimated cost to complete the work exceeded the total required minimum to receive the maximum grant award based on the building façade length. The owner expended \$24,926 for window and stucco contracted work to repair the front façade and completed several other/non-structural updates on their own (repainting brick, new signage, new planter boxes).

409 Main Avenue Façade Grant - Façade Grant Project Estimate (Applicant Submission)

Vendor	Detail	Amount	Eligible	Notes
Green Bay Glass Center, Inc	Glass replacement	\$14,503.00	X	Proposal
Self	Painting (rear)	\$400.00	X	Proposal
Self	Shutters/Window Boxes, Landscaping	\$860.00	X	Proposal
Self	Door Replacements	\$1,528.00	X	Proposal
Green Bay Stucco Repair and Son	Stucco Repair	\$10,423.00	X	Proposal
Self/Awaiting Contractor	Demolition/Façade Removal	\$1,500.00	X	Estimate
Unnamed	Trim Repair/Replacement	\$5,000.00	X	Estimate
Unnamed	Sign Replacement (Front)	\$2,000.00	X	Estimate
Unnamed	Sign Replacement (Rear)	\$1,000.00	X	Estimate
Unnamed	Electrical for exterior improvements	\$680.00	X	Estimate
Unnamed	Roof and Deck Replacement	\$14,933.00		Estimate
Total		\$52,827.00		
Total Eligible		\$37,894.00		
\$1 Investment		\$18,947.00		
\$1 Grant Match (Maximum)		\$10,000.00		
				Grant Maximum
				\$10,000

Program rules require the applicant to submit all invoices for the stated eligible work and costs totaled in the approval resolution. The applicants would like to receive the grant funds for the work completed to date so they can continue the renovations to the rear of the property; however, staff cannot release the funds due to program rules. Therefore, they are requesting an amendment to the application and approval resolution to remove some of the previously stated costs.

Completed Work*Before**After*

Proposed Revision

409 Main Avenue Façade Grant - Façade Grant Project Estimate (Applicant Submission)

Vendor	Detail	Amount	Eligible	Notes
Green Bay Glass Center, Inc	Glass replacement	\$14,503.00	X	Invoice Paid
Green Bay Stucco Repair and Son	Stucco Repair	\$10,423.00	X	Invoice Paid
		Total		
		\$24,926.00		
		Total Eligible		
		\$24,926.00		
		Matching Eligible Investment		
		\$12,463.00		
		Grant Match (Maximum)		
		\$10,000.00		
				Grant Maximum
				\$10,000

Recommendation

Recommend approval of the façade grant amendment request for 409 Main Avenue (WD-886) to reduce eligible project costs from \$37,894 to \$24,926. Development Services Staff reviewed the invoices and receipts.

RESOLUTION #22-92

APPROVING FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING DISBURSEMENT OF GRANT
(409 Main Avenue - Parcel WD-886)

WHEREAS, the Tax Increment District #9 (TID #9 or the District) Project Plan includes city expenditure of funds to property owners within the District in the form of a grant match for eligible façade improvement costs, not to exceed \$10,000.00 per parcel (for building width of 1' to 60'), thereby increasing property values and tax increment during the life of the District; and

WHEREAS, Lance A. and Shanna L. Koltz, the owners of Parcel WD-886, have submitted an application for a façade improvement grant for proposed improvements to both the Main Avenue storefront façade and the rear façade of the building; and

WHEREAS, such application, attached and incorporated as Exhibit A, provides cost estimates for said improvements in the amount of \$52,827.00, with eligible expenses totaling \$37,894.00; and

WHEREAS, this façade improvement project has been reviewed by the Redevelopment Authority which recommends approval of a façade improvement grant in the total amount not to exceed \$10,000.00, subject to the provisions set forth below.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the façade improvement contemplated in Exhibit A, as approved by the Redevelopment Authority, and thanks Lance and Shanna Koltz for their investment in the De Pere downtown.

BE IT FURTHER RESOLVED THAT:

The Director of Development Services or designee (Director) is authorized to approve disbursement of the façade grant in an amount not to exceed \$10,000.00 to Lance A. and Shanna L. Koltz, provided the following conditions are met:

Resolution #22-92

Page 2 of 2

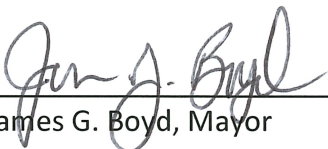
1. Property owner obtains all necessary permits;
2. Property owner submits quotes for all eligible work to be completed;
3. After completion of the improvements, the Director receives copies of paid invoices from property owner showing the project is complete;
4. The City Building Inspection Department verifies to the Director that the work is complete and in compliance with all building codes; and
5. Final grant payment to be calculated based upon receipt review pursuant to program requirements.

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 6th day of December, 2022.

APPROVED:


James G. Boyd, Mayor

ATTEST:


Carey E. Danen, City Clerk

Ayes: 8

Nays: 0

RDA Approval: 10/24/2022

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

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Lance and Shanna Koltz	Authorized Representative	Title Building Owners	
Mailing Address 920 Helena St.	City De Pere	State WI	ZIP Code 54115
Email Address lkoltz@new.rr.com	Phone Number (incl. area code) 920-619-3847	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address 409 Main Ave	City De Pere	State WI	ZIP Code 54115
Email Address lkoltz@new.rr.com	Phone Number (incl. area code) 920-619-3847	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 409 Main Ave. De Pere, WI 54115	Parcel No.
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SECTION 4: Project Information

Project Description:	New look for the outside, restoring windows back to original.		
Estimated Start Date:	10-15-22	Estimated Completion Date:	11-15-22
Existing Façade Photo (attach):	yes	Design Drawing (attach):	yes
<i>Fill in below form with cost estimates based on category. Attach quotes to this application.</i>			
Category	Cost Estimate	Category	Cost Estimate
New Storefront windows	14,503	signage	2K front/ 1K back
Stucco	10,413	Deck/ extras (see attached)	14,933
Trim	5K	See attached	
Total Eligible Expenses:	\$52,817	Requested Grant Amount:	10,000

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 owners	Phone Number (920)619-3847
Signature of Applicant		Date Signed

Proposed Rear Improvement**407 and 409 Before**

After Front Facade
Renovations





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: Economic Development

FROM: Quasan Shaw

SUBJECT: Resolution #24-66 Approving Housing Stock Improvement Mortgage and Loan and Authorizing Disbursement to Danielle Jauquet (719 North Michigan Street - Parcel ED-16).

At its meeting on June 24, 2024, the Redevelopment Authority voted unanimously to approve the Housing Stock Improvement Loan requested by Danielle Jauquet, the property owner of 719 North Michigan Street (ED-16), in the amount of \$3,682.00. Recommendation for approval is subject to the final loan agreements being prepared by the City Attorney and presented to the Common Council for approval.

ATTACHMENTS:

- Reso24-66 (PDF)
- Mortgage Note-Jauquet (PDF)
- Mortgage-Form 21-2003 Deeper Roots Housing Stock Improvement Program (PDF)
- (DR-2403) Jauquet Review Memo 06122024 (DOCX)
- Kinnard Proposal (PDF)
- Exterior Solutions Proposal (PDF)

RESOLUTION #24-66

APPROVING HOUSING STOCK IMPROVEMENT MORTGAGE AND LOAN AND
AUTHORIZING DISBURSEMENT OF LOAN TO DANIELLE M. JAUQUET
(719 North Michigan Street - Parcel ED-16)

WHEREAS, the Common Council has approved the program documents, guides and materials for the “Deeper Roots” Housing and Affordable Housing Stock Improvement Loan Program, pursuant to Resolution #23-53, which provides loans not to exceed \$20,000.00 for eligible applicants seeking to construct substantial system or structural improvements to their home to enhance efficiency and bring it to modern standards; and

WHEREAS, Danielle M. Jauquet, the owner of Parcel ED-16, has applied for a loan to replace inefficient HVAC equipment, as well as an inefficient exterior door, to her property located at 719 North Michigan Street; and

WHEREAS, said application provides cost estimates for contemplated improvements, with eligible expenses in the amount of \$7,364.00; and

WHEREAS, this improvement project has been reviewed by the Redevelopment Authority which recommends approval of a Housing Stock Improvement Loan in the total amount not to exceed \$3,682.00, subject to the provisions set forth below.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the HVAC/exterior improvements submitted by the applicant, as approved by the Redevelopment Authority, and thanks Danielle M. Jauquet for investing in her property.

BE IT FURTHER RESOLVED THAT:

The Director of Development Services or their designee is authorized to approve disbursement of the loan in an amount not to exceed \$3,682.00 to Danielle M. Jauquet, provided the following conditions are met:

Resolution #24-66

Page 2 of 2

1. Final income verification from two most recent paystubs for applicant or 2023 tax filing summary page (with irrelevant personal information redacted).
2. Verification with primary lender that applicant is in good standing.
3. Execution of City's loan, mortgage, and any other necessary documents prepared by City Attorney.
4. Adherence to the terms and conditions of the "Deeper Roots" Housing and Affordable Housing Stock Improvement Loan Program guidelines.

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 6th day of August, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

RDA Approval: 06/24/2024

DE PERE HOUSING IMPROVEMENT LOAN PROGRAM

MORTGAGE NOTE

BORROWER(s) NAME(s): Danielle M. Jauquet

BORROWER(s) ADDRESS: 719 North Michigan Street, De Pere, WI 54115

LOAN AMOUNT: \$3,682.00

DATE: August, 2024

FOR VALUE RECEIVED, the undersigned borrower(s), whether one or more, (the “Borrower”) promises to pay the above stated loan amount (the “Loan” or the “Note”) to the City of De Pere (the “City”), a Wisconsin municipal corporation, at its offices located at 335 South Broadway, De Pere, WI 54115, on the Due Date, as defined below.

LOAN TERMS: Pursuant to the City’s Finance Personnel Committee and Common Council’s approval of this Loan/Note, the terms are as follows:

The City will loan the Borrower \$3,682.00 with a loan term of ten (10) years. The term of the Loan commences with the first draw of loan funds by the Borrower. The interest rate for the Loan is Zero Percent (0%) with five years of deferred payments and the Loan amortized over the remaining five (5) years and shall commence to accrue upon the date of the first disbursement of loan funds. Commencing September 1, 2029, the Borrower shall pay this Note in monthly installments of Sixty-one Dollars and 37/100 (\$61.37), with a final payment of all unpaid principal and accrued interest at the end of the ten (10) year term (August 1, 2034) (the “Minimum Annual Payment”).

THIS LOAN may be prepaid at any time without penalty in full or in part.

THIS NOTE is secured by a mortgage on the property legally described in the attached Exhibit A (the “Property”) from the Borrower to the City.

DELINQUENCY CHARGE. If a payment owed under this promissory note is not paid on or before the 15th day after the Due Date, the City may collect a delinquency charge equal to 12% per annum on the unpaid balance until the amount due under this promissory note is paid in full.

THIS NOTE, including the entire balance of principal, together with late charges, shall become immediately due and payable to the City without notice or demand upon the occurrence of the earlier of the following (the “Due Date”):

- a. Title to, or equitable ownership in, the Property is transferred in any manner;
- b. Any indebtedness currently secured by the Property is refinanced; or
- c. 10 years from the date of execution of this promissory note.

The Borrower and endorsers of this Note, jointly and severally, agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay to the City reasonable attorney's fees incurred by it for making such collection, through and including all appellate levels and post-judgment proceedings.

No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of any such right or of any other right under this promissory note. A waiver on any one occasion shall not be construed as a bar to or a waiver of any such right on any future occasion. The Borrower for his/herself, his/her successors and assigns, do hereby expressly waive presentment for payment, notice of dishonor, presentment, notice of protest, protest and diligence in collection. It is expressly understood and agreed that the Borrower shall not be released from the covenants herein contained by reason of any forbearance or extension of time granted or release of any subsequent owner or owners of the property mortgaged as secured for this obligation.

This promissory note may not be changed orally, but only by an agreement in writing signed by the parties against whom enforcement is sought.

NOTICE TO BORROWER

A. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.

B. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENTS YOU SIGN.

C. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS NOTE.

Signed and sealed this _____ day of August, 2024 at De Pere, Wisconsin.

_____ (signature) _____ (signature)

Danielle M. Jauquet (print/type) _____ (print/type)
Borrower

City of De Pere

By:

_____ (signature)

James G. Boyd, Mayor (print/type)

EXHIBIT A
PROPERTY MORTGAGE

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

Danielle M. Jauquet, a single person,

(“Mortgagor,” whether one or more) mortgages to the City of De Pere, a Wisconsin municipal corporation,
its successors or assigns (“Mortgagee,” whether one or more), to secure payment of \$ 3,682.00 evidenced by a note or notes, or other obligation (“Obligation”) dated August, 2024,
executed by Mortgagor, pursuant to the Mortgage Note

,
to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Brown County, State of Wisconsin (“Property”):

The South One-half (S 1/2) of Lot Six (6) and the North One-half (N 1/2) of Lot Seven (7), Block Three (3), according to the recorded Plat of Arndt's First Addition, in the City of De Pere, East side of Fox River, Brown County, Wisconsin

Recording Area

Name and Return Address

Attorney Anthony S. Wachewicz III
City Attorney, City of De Pere
335 South Broadway Street
De Pere, WI 54115

ED-16

Parcel Identification Number (PIN)

This is homestead property.
(is) (is not)

This is not a purchase money mortgage.
(is) (is not)

1. MORTGAGOR'S COVENANTS.

a. COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

b. FIXTURES. Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. INSURANCE. Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee otherwise agree in writing,

insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **BORROWER MORTGAGOR'S LOAN APPLICATION.** Borrower Mortgagor shall be in default if, during the Loan application process, Borrower Mortgagor or any persons or entities acting at the direction of Borrower Mortgagor or with Borrower Mortgagor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender Mortgagee (or failed to provide Lender Mortgagee with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower Mortgagor's occupancy of the Property.

6. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

7. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

8. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

9. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

10. CONSENT REQUIRED FOR TRANSFER. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

11. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

12. ENVIRONMENTAL PROVISION. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

13. SECURITY INTEREST ON FIXTURES. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- ☐ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- ☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under

the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are _____;
 (6) the state of organization and the organizational identification number of the debtor (if applicable) are _____; and
 (7) the address of the secured party is _____.

14. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

15. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

16. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

17. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated August, 2024.

_____(SEAL) _____(SEAL)

* _____ * Danielle M. Jauquet

_____(SEAL) _____(SEAL)

* _____ *

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____)

Authorized by Wis. Stats. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Anthony S. Wachewicz III

De Pere City Attorney

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss.

_____ COUNTY)

Personally came before me on _____,
 the above-named _____

to me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same.

* _____

Notary Public, State of Wisconsin

My Commission (is permanent) (expires: _____)

CITY OF DE PERE MEMO



To: Redevelopment Authority
From: Quasan Shaw, Community & Economic Development Specialist
Date: June 24, 2024

RE: Consideration and Possible Action on the Housing Stock Improvement Loan for Danielle Jauquet, property owner at 719 N Michigan St (ED-16)*

Background:

The City received the Housing Stock Improvement Program Loan application on June 5, 2024, from Danielle Jauquet, property owner at 719 N. Michigan St.

The applicant proposed to remove the existing AC unit on the home and replace it with a new energy efficient AC unit. The applicant also proposes to remove the existing back door which is allowing cold air in and does not close properly and replace it with a new fire rated energy efficient exterior door to the rear of the structure. The applicant provided the attached cost quote and existing expenses for the proposed work.



Proposed Scope of Work	1) Remove the existing AC unit on the home and replace it with a new energy efficient AC unit. 2) Replace the rear door on the exterior of the structure.
Applicants:	Danielle Jauquet
Location of Home:	719 N. Michigan St.
Number of Bedrooms:	2
Age of Structure:	109 Years
Owner Occupied:	Yes
Household Size:	1
Own Home/Purchasing:	Owned – 6 Years
Received multiple Quotes:	Yes
Uses of Funds Cost Summary:	The total cost for structural and exterior improvements is \$7,364.00

NOTE: The funds may only be used for improvements made on the primary housing structure and any additions and not any accessory structures on a particular lot unless adding an accessory dwelling unit or backyard cottage to a structure. Work on garages where the primary use is parking cars used by the resident household is an eligible use of loan funds; however, higher priority will be given to attached garages or garages where the primary use is parking cars – other accessory garages do not qualify.

Funds may also be used to make upgrades to home systems including electrical, plumbing, mechanical, or other systems or functionally outdated systems, to bring them into compliance with current standards and codes, or to modernize them to current quality, efficiency, and performance levels. Replacement or maintenance of home components that are expected to be replaced periodically such as water heaters and fixtures will not be funded. Repayment of any loan application fees incurred as part of this program is an eligible use of loan funds received. All systems (listed above) impacted by improvements shall be brought into full code compliance prior to receiving an occupancy permit. In addition to home system upgrades, loan funds may also be used for sump pump connection, window replacement and insulation improvements, or other measures that will increase the heating and cooling efficiency and overall performance of the home.

Cost Detail:

719 N Michigan St Housing Stock Improvement Project Estimate (Applicant Submission)				
Vendor	Detail	Budget	Eligible	Notes
Exterior				
Kindard Heating & Cooling	AC Replacement	\$4,364	Yes	
Exterior Solutions	Rear Door Replacement	\$3,000	Yes	
Interior				
	Total	\$7,364.00		
	Total Eligible Cost	\$7,364.00		
The maximum amount of any loan award will be \$20,000 or 50% of the total improvement cost, whichever is less.		\$3,682.00		Loan Maximum
				\$3,682.00

Current Property Value: \$166,000 (Eligible)

Existing Loan and Debt: Reported and projected loans to value is 69.93%

Current Property Funding:	The applicant is eligible and is requesting a \$3,682.00 grant based on their proposed scope of work. This is the third request in 2024 under the Deeper Roots Housing Stock Improvement Program. The remainder of the project is funded through cash from homeowner.
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Recommendation: Staff recommends approval of the loan request for 719 N. Michigan Street (ED-16), in an amount not to exceed \$3,682.00, to be funded from the ARPA funding, and that the recommendation be forwarded to Council, subject to the following conditions:

- Final income verifications submitted to the City of De Pere – 2 most recent paystubs for owner or if possible 2023 Tax Filing summary page (personal identification information redacted).
- Verification with the Primary Lender that they are in good standing.
- City Attorney final review and preparation of loan agreements.



Kinnard Heating & Cooling LLC
 5156 Algoma Rd
 New Franken WI 54229
 920-465-6689 | 920-743-3333

June 5, 2024

Danielle Janquet
 719 N Michigan St
 De Pere, WI 54115

Kinnard Heating & Cooling, LLC is pleased to submit this proposal for the HVAC equipment for the above project:

Project: AC Replacement

Tempstar AC Replacement

- 2.5 Ton Condenser
- Condenser pad
- 10 Year parts and 1 year labor warranty
- New uncased coil 14"
- Sheet Metal pan and patch
- Rx flush of existing lineset
- Connected to existing electrical
- Startup and additional refrigerant
- Condensate to the floor drain

Total Installation \$4,364.00

Upgrades

- | | |
|---|----------|
| • Aprilaire Media air cleaner | \$850.00 |
| • RGF UV light | \$950.00 |
| • Honeywell T6 wifi thermostat and add a wire control | \$250.00 |
| • Aprilaire 600 Humidifier | \$750.00 |

Notes:

- ANY balance over \$1,000 to be paid cash or check (**NO CREDIT CARD PAYMENTS OVER \$1,000**)
- Proposal does not include line voltage electrical to the furnace or air conditioner.
- All quotes void after 30 days
- **By accepting this proposal, general contractor or property owner acknowledges receipt of subcontractor notice of construction lien rights.**
- **Quote is void after 30 days**

- **Payment terms are:**
 - 60% Down Payment Due Upon Contract Acceptance
 - 40% At Completion of Project

Authorized Signature _____ Date _____

Tom Kinnard, Kinnard Heating & Cooling

Acceptance Signature _____ Date _____

All materials as guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviations from above specification involving extra costs will get executed only upon written orders and will become an extra charge over and above the estimate. All agreement's contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This proposal may be withdrawn by us if not accepted in 30 days. 1-1/2% monthly finance charge will be applied to unpaid balances over 30 days.

Acceptance of proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above



Exterior Solutions

ROOFING • SIDING • WINDOWS • DOORS

Contact Information

3765 Creamery Rd, STE 5
De Pere, WI 54115
Phone: (920) 278-7100
Email: Hello@ExteriorSolutionsGB.com
Website: www.ExteriorSolutionsGB.com

PROPOSAL CONTRACT

Date	5/21/24	Sales Person	Hunter Lullage
First Name (s)	Danielle	Last Name (s)	Jacquet
Phone Number		Email Address	
Job Address / City / State / Zip 719 North Michigan St, De Pere, WI, 54115			
Billing Address / City / State / Zip			
How did you hear about us?			

Change Order

We hereby propose to furnish the materials and perform the labor changes as specified below:

36" x 80" door	2x6 wall
Keep interior & exterior trim	
black internal grid 52104	
smooth	
key pad deadbolt	black handle
	use current handle
Thermatru	

20 Year Workmanship Warranty

We accept cash, personal and business checks, & credit cards



By signing this contract you are accepting the following payment terms: All payments must be made in full no later than **30 days after** invoice date, any past due amount after 30 days will be charged 2% on the outstanding balance monthly until paid in full as well as a lien placed on property until paid in full.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman like manner for the sum of \$ **3,000**

Any alteration or deviation from above specification involving extra costs will be executed only upon written order, and will become extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Acceptance of Proposal: The above prices, qualifications, and conditions are satisfactory and are hereby accepted. Exterior Solutions LLC is authorized to do the work as specified. Payments will be made as outlined and I understand. This proposal may be withdrawn by us if not accepted within 80 days.

CUSTOMER SIGNATURE	DATE
EXTERIOR SOLUTIONS LLC SIGNATURE	DATE



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #24-67 Authorizing Development Agreement Between the City of De Pere and De Pere 230 Development Partners LLC Former Shopko Site - Building F (Parcel Nos. ED-861 and ED-875).

ATTACHMENTS:

- Reso24-67 (PDF)
- Development Agreement City Initial Draft Building F (7.24.24)-29871493-v10 City 8.1.24 CLEAN with Exhibits (PDF)

RESOLUTION #24-67

AUTHORIZING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DE PERE
AND DE PERE 230 DEVELOPMENT PARTNERS LLC
FORMER SHOPKO SITE – BUILDING F
(Parcel Nos. ED-861 & ED-875)

WHEREAS, 230 Development Partners LLC (“Developer”) wishes to enter into an agreement for constructing a mixed-use building, designated as “Building F”, together with related site improvements, as part of an approximately \$90 million comprehensive, multi-state, mixed-use redevelopment project including various commercial, residential and public uses including apartments, condominiums, a hotel and a public plaza located in Tax Incremental District No. 18 (TID #18); and

WHEREAS, Wis. Stats. §66.1105(2)(f), authorizes the expenditure of allowable project costs, such reimbursement grant incentives, project costs and other cash grants when made pursuant to a signed development agreement, for the benefit of industrial and other development and redevelopment within its TID Districts; and

WHEREAS, the intended development is consistent with the Project Plan for TID #18 and is reasonably consistent with the public purposes and development expectations of the City, and will be beneficial to the City for expanding tax base and employment opportunities; and

WHEREAS, Developer’s ability to commence construction of the Development Project is contingent upon the City’s commitment to use tax increments from TID #18 to provide financial assistance for significant development expenses and project costs, pursuant to the terms set forth in the attached Development Agreement Between the City of De Pere and De Pere 230 Development Partners LLC; and

Resolution #24-67

Page 2 of 2

WHEREAS, City desires to provide such financial assistance to promote this Development Project; and

WHEREAS, this matter was previously reviewed by the Common Council and proposed terms were approved by unanimous vote at its meeting on July 18, 2023.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Development Agreement Between the City of De Pere and De Pere 230 Development Partners LLC Former Shopko Site – Building F, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are 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 6th day of August, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Previous Council Review: 07/18/2023

**DEVELOPMENT AGREEMENT BETWEEN CITY OF DE PERE
AND DE PERE 230 DEVELOPMENT PARTNERS LLC
FORMER SHOPKO SITE - BUILDING F
(Parcel Numbers ED-861 and ED-875)**

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and De Pere 230 Development Partners LLC, a Wisconsin limited liability company (“Developer”).

RECITATIONS

WHEREAS, Wis. Stat. §66.1105 provides the authority and establishes procedures by which the City of De Pere may create Tax Increment Financing Districts (“TIDs”) and support development projects within blighted areas of the City through the use of tax incremental financing; and

WHEREAS, Developer has acquired two parcels of real estate identified as Parcel Numbers ED-861 and ED-875 and legally described on Exhibit A attached hereto (the “Developer Parcels”), upon which Developer has proposed an approximately \$90 million comprehensive, multi-stage, mixed-use redevelopment project including various commercial, residential and public uses including apartments, condominiums, a hotel, and a public plaza (as further defined below, the “Redevelopment”); and

WHEREAS, the initial stage of the Redevelopment consists of the redevelopment of a portion of the Developer Parcels including street or alley vacations and dedications, the construction by the City of a parking ramp, and the construction by Developer of the Project (as that term is defined below); and

WHEREAS, the City has created its Tax Increment District No. 18 (the "District") as a rehabilitation and conservation district, which District includes the Developer Parcels described above; and

WHEREAS, the Project will promote the revitalization and economic stability of the City and newly created Tax Increment District as a whole; and

WHEREAS, the Project would not be viable and Developer would not undertake the development of the Project but for its reliance upon receipt of tax increment financing to reimburse Developer for a portion of the significant development expenses and project costs associated with the Project; and

WHEREAS, allowable project costs under Wis. Stat. §66.1105(2)(f) include, among other things, reimbursement grant incentives, project costs, and other cash grants when made pursuant to a signed development agreement; and

WHEREAS, the City believes it is appropriate to use tax increments from the District to provide for the construction of the Project in and for the benefit of the District to facilitate development and redevelopment within the District and to provide financing for portions of such improvements and redevelopment; and

WHEREAS, the City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding tax base and employment opportunities within the City; and

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the District, including,

without limitation, providing housing options, public parking, and green space; and

WHEREAS, the Project will further those goals and the City wishes to promote the Project and provide the required financial assistance to Developer;

NOW THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

- A. "Assessed Value" means the anticipated initial value placed upon the Project upon completion as determined pursuant to Wisconsin Statutes, Chapter 70. The projected full Assessed Value for the Project is Thirteen Million Dollars (\$13,000,000.00).
- B. "Assessed Increment Value" means the total Assessed Value of the Project less the Base Assessed Value. If the Assessed Increment Value of the Project as of January 1, 2027, and through the term of this Agreement is less than Twelve Million Seven Hundred Seventy-Four Thousand Five Hundred Sixty-Seven Dollars and No Cents (\$12,774,567.00), the Deficit Payment (defined below) provisions of Paragraph IV.D. shall apply.
- C. "Base Assessed Value" means the total 2024 equalized assessed value of the Property.
- D. "Certificate of Occupancy" means the certificate issued by the Development Services Department upon completion of the Project so as to permit occupancy of the same.
- E. "City" means the City of De Pere.
- F. "Deficit Payment" means the payment required of Developer under Section IV.D. if in any year, the Minimum Annual Property Tax Payment set forth in Exhibit D, incorporated herein by reference, is not made or satisfied in full.

- G. “Developer” means De Pere 230 Development Partners LLC, a Wisconsin limited liability company and/or an affiliated special purpose entity formed for purposes of owning and developing the Project.
- H. “Developer Parcels” means the parcels of real estate identified as Parcel Number ED-861 and Parcel Number ED-875 as legally described on Exhibit A consisting of the Redevelopment.
- I. “District” means the City of De Pere Tax Incremental District No. 18, which includes the Project.
- J. “Force Majeure” means a delay in achieving Substantial Completion of the Project as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including strikes, war, acts of nature, acts of God, pandemics, epidemics, or other forces majeure. Force Majeure shall not work to extend the implementation of the Project Valuation Warranty under Section IV.E.
- K. “Minimum Annual Property Tax Payment” means the minimum yearly total property tax payment required to be paid by Developer commencing with the 2027 tax year (payable in calendar year 2028) and as set forth in Exhibit D and referenced as the TID Revenue Payment.
- L. “Project” means the construction of the mixed-use building identified on Exhibit A-1 as “Building F” within the District, together with related site improvements, all as set forth in additional detail on Exhibit A-2 attached hereto.
- M. “Project Incentive” means the up-front Project Cost incentive provided to Developer as

set forth in Paragraph IV.E.

- N. “Redevelopment” means the comprehensive redevelopment of Parcel Numbers ED-861 and ED-875, formerly known as the Shopko site, located in De Pere, Wisconsin, and as more specifically described and depicted in the preliminary concept plan attached hereto as Exhibit A-1, which is incorporated herein by reference.
- O. “Substantial Completion or Substantially Completed” means that a certificate of occupancy and complete site plan approval for the Project have been issued by the City Building Inspection Department and Zoning Administrator.
- P. “Tax Increment” shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the land and improvements comprising the Project and any taxable property associated with the Project.
- Q. “Term of the Agreement” means the period beginning on the date of this Agreement and ending on the Final Payment Date (as that term is defined in Paragraph VII. A., below).

II. GENERAL DEVELOPMENT TERMS

- A. Developer shall complete all of the following prior to the construction of the Project:
 - 1. **Land Division.** Developer shall, at its own expense, prepare a Certified Survey Map (CSM) or plat of the Developer Parcels to establish property lines for the Project and the properties to be conveyed to the City pursuant to this Agreement.
 - 2. **Cross Access Easement.** Developer shall cooperate and engage in best efforts with adjoining property owners to the Developer Parcels and the City to release the existing Cross-Access Easement obligations to allow for the Project to occur; provided, that in no case shall “best efforts” be interpreted as obligating City or Developer to

pay to obtain any such release.

3. **Utility Evaluation.** At its own expense, Developer shall prepare an evaluation of the Project's impact on the utility lines located in North Wisconsin Street, North Michigan Street, North Broadway Street, William Street, and James Street which are necessary to serve the Project and to submit such evaluation to the City to determine if existing utilities can support the Project. If utility relocation and/or upgrades are necessary to support the Project, Developer shall pay for any required public infrastructure upgrades to the extent that such relocation and/or upgrades are necessary to support the scale of the Project, including without limitation, water lines, sanitary sewer lines, storm sewer lines, sidewalks, and traffic controls. Any additional infrastructure capacity beyond that necessary to support the scale of the Project shall be at the expense of the City (for example, any over-sizing of sanitary sewer lines to accommodate users in addition to the Project).
4. **Land Transfers.** City shall purchase from Developer three (3) portions of the Developer Parcels, the approximate location and dimensions of which are described in Exhibit B, which is incorporated herein by reference. The purchased portions comprise the rights of way for extensions of Wisconsin Street and Williams Street and the parcel upon which the City will construct a parking structure pursuant to Section II.B.4, below.
5. **Ownership.** Developer shall retain ownership of the Project until all of the following occur: final completion, stabilization of occupancy, and establishment of future management. Upon or following the satisfaction of all of the foregoing, Developer

may sell, transfer or convey the Project or any part thereof, which shall be subject to the prior written consent of the City that may not be unreasonably withheld, conditioned or delayed. Developer shall provide notice to the City of any sale, but nothing contained herein shall be construed so as to require the City's approval for any such sale, transfer or conveyance except as set forth in Section IV.D.2, below. Such sale, transfer or conveyance of the Property or any part thereof shall not alter or diminish the City's obligations hereunder. Developer shall either retain its rights and/or obligations hereunder or assign all such rights and/or obligations to its assignee, as set forth in such sale, transfer or conveyance documents. The assignment of this Development Agreement to a purchaser of the Project shall be subject to the prior written consent of the City, which consent shall not be unreasonably withheld.

B. City shall complete all of the following prior to the construction of the Project:

1. **Property Transfers.** The City shall purchase the parking structure property and the Wisconsin Street and William Street rights of way as set forth in Section II.A.4 above and Exhibit B for a purchase price equal to \$25.00 per square foot, with the final square footage of the rights of way and parking structure parcel to be established by the CSM or plat prepared by Developer pursuant to Section II.A.1, above. The purchase by the City of the parcels described on Exhibit B shall occur promptly following the recording of Developer's CSM or plat and pursuant to the terms of this Agreement or a purchase agreement between the parties. The City will subsequently construct the extensions of Wisconsin Street and William Street at its sole cost and expense and shall complete such construction no later than substantial completion of

- the Project.
2. **WEDC Community Development Investment Grant.** City shall apply for a WEDC Community Development Investment (“CDI”) Grant from the Wisconsin Economic Development Corporation, seeking the maximum grant available of two-hundred fifty thousand dollars (\$250,000.00). If the City is awarded the CDI Grant, City shall provide all proceeds thereof to Developer under the terms and conditions of a future Agreement between the City and Developer for Receipt and Disbursement of CDI Grant Funds.
 3. **Public Parking.** Upon City’s purchase of land illustrated in Exhibit B City shall design and construct, at City’s sole cost and expense, a public parking structure based upon City’s parking consultant’s recommendations. The parking structure design shall be substantially similar to the concept plans set forth on Exhibit C. The south, west and north elevations of the structure will be clad with brick or other masonry units acceptable to Developer. The City shall use best efforts to ensure the height of the north bay of the parking structure does not exceed 17 feet, and the height of the south bay of the parking structure does not exceed 36 feet. The parking structure shall include an at grade pedestrian entrance on the north side. The City shall use best efforts to locate said entrance near a corresponding pedestrian entrance on the south side of the Project. The City shall provide the plans for the parking structure to Developer for Developer’s review and approval, which shall not be unreasonably withheld, no later than December 31, 2024, and construction of the parking structure shall be completed on or before May 31, 2026.

4. **Stormwater.** To the extent allowed by law, waive or otherwise satisfy any stormwater retention/management triggered by the Project. Developer shall use its best efforts with the City to ensure the Project meets the forty percent (40%) total suspended solids (TSS) stormwater requirements, which may include directing stormwater to newly constructed regional ponds.
5. **Cross-Access Easement.** City shall cooperate and engage in best efforts with Developer and adjoining property owners to release existing cross-access easements related to all impacted parties (owners of ED-875, ED-861, ED-878, ED-880, ED-866, the Developer and other potential parties).

III. FUTURE REDEVELOPMENT PHASES

Developer has provided the City with a preliminary concept plan for the Redevelopment, which preliminary concept plan is attached hereto as Exhibit A-1. The City acknowledges and agrees that other than Developer's obligations with respect to the Project under this Agreement, Exhibit A-1 represents a concept plan only for the balance of the Redevelopment. Developer has no obligation other than to configure subsequent phases of the Redevelopment to provide support for the City's parking structure as set forth on Exhibit A-1 and the initial terms for the Redevelopment prepared by the City Development Services Director approved by the City Council on July 18, 2023, and the completion of subsequent phases of the Redevelopment may depend upon the creation by the City of one or more additional TIDs and the negotiation of one or more additional development agreements.

**IV. ADDITIONAL DEVELOPER OBLIGATIONS, REPRESENTATIONS,
WARRANTIES, AND COVENANTS**

- A. **Commencement of Construction and Project.** Developer shall commence construction of the Project no later than January 1, 2025.
- B. **Zoning Administrator and/or Plan Commission Project Site Plan and Zoning Approval.** Developer shall take all steps necessary to obtain zoning and site plan approval no later than October 31, 2024, so as to obtain Substantial Completion. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the Plan Commission and shall be constructed in compliance with all City code and the City's Planning and Development Standards for the Downtown together with all conditions and requirements of the City.
- C. **Substantial Completion.** The Project shall be Substantially Completed and subject to full real estate assessment as of January 1, 2027.
- D. **Project Value Warranty.**
1. **Minimum Assessed Value.** Developer warrants the initial Assessed Value of the Project as of January 1, 2027, shall be not less than Thirteen Million Dollars (\$13,000,000.00). To that end, Developer, for itself and its successors and/or assigns, hereby waives all right to appeal the Assessed Value of the Project, whether to the City, State of Wisconsin or any other jurisdiction or venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the Assessed Value of the Project for the duration of the TID. If taxes payable with respect to the Project for any

year after January 1, 2027 are less than the Minimum Annual Property Tax Payment, Developer, on behalf of themselves and their respective successors and/or assigns, agree that the Deficit Payment provisions of Paragraph IV.D.3 (“Deficit Payment Calculation”) shall apply.

Notwithstanding anything in the preceding paragraph to the contrary, the failure of the Project to meet the requirement for a Thirteen Million Dollar (\$13,000,000.00) Assessed Value shall not be a default under the terms of this Agreement so long as Developer complies with the Deficit Payment provisions of this Agreement.

2. **Property to Remain Taxable.** For the duration of the District, Developer, on behalf of itself and/or its successors and assigns, hereby agrees that it shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project to an entity whereby such sale or lease would cause such portion of the Project to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer’s successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or any portion thereof to become tax exempt. Should the Project nevertheless become tax exempt, Developer, for itself or its successors and/or assigns, hereby agrees that Deficit Payments shall then be made by the Owners or Developer of the Project in accordance with the process set out in Paragraph IV.D.3.
3. **Minimum Annual Property Tax Payment and Deficit Payment Calculation.**

Developer, for itself and its successors and assigns, obligates itself to timely pay Minimum Annual Property Taxes during the term of this Agreement of not less than the amounts set forth on Exhibit D on the Project, commencing with the 2027 tax year (payable in calendar year 2028). Should Developer's Annual Property Tax Payment for any tax year beginning on or after January 1, 2027, not meet the Minimum Annual Property Tax Payment, Developer, and its successors and assigns, shall make a Deficit Payment to the City equal to the difference between the Minimum Annual Property Tax Payment and the actual property taxes paid by Developer or its successors and assigns for each year the Minimum Annual Property Tax Payment is not met. The Deficit Payment shall be due and payable in full on or before July 31 of each year due commencing in 2028. If not paid in full by said date, the Deficit Payment amount shall be deducted from the MRO PAYGO Developer Incentive due Developer under this Agreement.

If the Deficit Payment is not fully paid by August 31 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

E. Representations, Warranties and Covenants. Developer represents, warrants and covenants that:

1. it is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to

do so would have a material adverse effect on its business or financial condition; and

2. it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement; and
3. the execution, delivery, and performance of its obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and
4. this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms; and
5. it will expeditiously complete the development and construction of the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the final plans provided to the City regarding the Project (the “Final Plans”); and
6. it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City; and

7. it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of the Project; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within thirty (30) days after the filing of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require; and
8. it will take all reasonable steps to forestall claims of lien against the Project (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Project; and
9. it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Project in at least the amount of the full replacement, completed value of the improvements on the Project; and
10. it will pay and discharge all taxes, assessments and other governmental charges upon the Project when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Project; and

11. it will promptly furnish to the City written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer; and
12. it shall deliver to the City revised statements of estimated costs of the construction for the Project showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer; and
13. it shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and
14. no litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer' financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing; and
15. there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Project; and
16. the person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this

Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement; and

17. that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

- F. Parking.** Developer shall provide parking for commercial uses on-site or through the use of on-street or shared parking as allowed by law. Developer shall provide minimum parking for residential uses at the rates provided in the City's zoning code. When private surface parking owned by the developer is no longer available, the Developer shall lease parking stalls from the City's parking structure identified as Site E on Exhibit A-1 for any parking shortfalls not provided on-site. City and Developer shall negotiate lease terms based on the market conditions at the time of leasing.
- G. Utilities.** Developer shall install, or have installed, all private utilities including without limitation electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.
- H. Laterals.** Developer shall install, or have installed, all sanitary sewer and water laterals serving the Project, as well as connections of such laterals to new or existing sewer and water mains.
- I. Landscaping.** Developer shall be responsible for landscaping the Project, including trees, shrubs, seeding, or sod.
- J. Erosion.** Developer shall be responsible for all erosion control related to construction of the Project.
- K. Costs.** Developer shall be responsible for all costs related to the work to be performed

by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

V. ADDITIONAL CITY OBLIGATIONS

A. **Project Incentives.** City shall provide Developer with the following Project Incentives, the receipt of which are necessary for the Project to proceed:

1. **Developer Project Cost Reimbursement Incentive.** City shall provide Developer an incentive of Two Million Fifty Thousand Dollars and no/100 cents (\$2,050,000.00) to pay certain Project Costs incurred by Developer for the Project. In consideration of such incentive, in combination with Section IV.E. of this Agreement, Developer shall satisfy the Minimum Property Tax Payment Schedule set forth in Exhibit D, which is attached and incorporated herein by reference. The Project Incentive shall be payable to Developer within thirty (30) days of the issuance of a Certificate of Occupancy for the Project and the Development Services Director's review and verification of final Project Costs, which review shall not be unreasonably withheld or delayed. The Development Services Director shall review the total costs to ensure the total Project costs are substantially similar to the estimated costs. Substantially similar shall be defined as plus or minus five percent (5%) of the estimated Project or Building Development costs. Either City or Developer may request to renegotiate the Project Incentive for final project costs that are greater than or less than five percent (5%) of the estimated Project costs.

- B. **Cooperation.** The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.
- C. **Special Assessments.** The City agrees that it shall not specially assess Developer for any infrastructure or other costs incurred in connection with the original development of the District which are being reimbursed to the City or otherwise funded by Tax Increment.

VI. DEFAULT PROVISIONS

- A. **Breach and Cure.** Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Subject to Force Majeure, if a party believes that a provision of this Agreement has been breached, it shall supply the party alleged to have breached this Agreement and the other party with written notice informing the alleged breaching party that it has thirty (30) days to cure such breach. If there is no cure of that breach, any party may bring any action available for any remedy provided in law or equity.
- B. **Specific Performance Where Remedy Provided.** Where a remedy is specifically provided in this Agreement, in the event any party fails to perform in compliance with such remedy provision or, subject to Force Majeure, unreasonably delays in performing thereunder and such delay or failure causes damage to another party, nothing in this Agreement shall prevent one party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy

provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VII. MUNICIPAL REVENUE OBLIGATION – PAYGO DEVELOPMENT INCENTIVE

A. Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the City shall issue a Municipal Revenue Obligation (the “MRO”) with a principal value not to exceed One Million Dollars (\$1,000,000.00) and a fixed annual interest rate set to the rate of a ten-year Treasury Note as of the Effective Date of the Agreement for a term not greater than twenty-four (24) years as a PAYGO Development Incentive for Developer. The MRO shall be issued by the City by the November 1st following the first date that the City has received tax payment for the fully assessed and completed Project.

Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment (as defined below) in each year appropriated by the City’s Common Council until and including the earlier of the Final Payment Date (as defined below) and the MRO is paid in full. “Available Tax Increment” means an amount equal to the Tax Increment actually received by the City in each year less the following (collectively, the “Priority Project Costs”): (i) professional service costs, including, but not limited to, those costs incurred by the City for outside architectural, planning, engineering, financial consulting and legal advice and services related to the negotiation and implementation of this Agreement, which professional service costs shall not exceed five percent (5%) of Tax Increment received by the City each year, and (ii) debt service associated with any municipal borrowing done for the purpose of

funding both (I) the Project Incentive, and (II) any amounts spent by the City pursuant to the terms of Section II.A.3., relating to required utility infrastructure, which debt service shall be amortized by the City over not less than twenty (20) years. No other Project costs shall be deducted from Tax Increment received by the City in calculating the amount of Available Tax Increment available for payment to Developer in any year. Any Priority Project Cost not paid due to insufficient Tax Increment shall be carried forward and paid from Tax Increment in the next year, or if necessary, following years until fully paid.

Provided that the Developer is not in Default under this Agreement, the City shall, subject to annual appropriation of such payment by the City's Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before November 1st of each year following the date that the City has received payment in full of revenue from the fully assessed and completed Project, and continuing until either the payment in full of the MRO and its terms and conditions or the termination of the District, whichever occurs earlier (each, a "Payment Date"). Notwithstanding the previous sentence, in the event that the Developer is in Default on a Payment Date, payment by the City may be suspended until all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default (beyond which the City shall have no obligation to make such payment). The term of the MRO and the City's obligation to make payments hereunder shall not terminate until the MRO's principal amount of \$1,000,000.00 plus accrued interest

has been paid in full (the “Final Payment Date”) or the District is terminated by law, whichever occurs first.

The MRO shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the City and shall not constitute a general obligation of the City. The City will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein and shall not appropriate any Available Tax Increment for any other purpose until the MRO is paid in full. If Available Tax Increment is received by the City earlier than the first Payment Date, the applicable portion of such increment shall be retained by the City and applied to the first payment subject to appropriation by the City Common Council. The Developer shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned.

- B. MRO Form.** The MRO shall be substantially in the form attached hereto as Exhibit E and shall be payable in accordance with the terms and conditions set forth in this Agreement and such MRO. On or about each Payment Date under the MRO, the City shall provide to the Developer an accounting identifying the Available Tax Increment,

the amount of the payment being made on such Payment Date, and the remaining principal balance due on the MRO after the application of such payment.

C. Issuance of MRO and Payment Limitation. Provided that the Developer is not in Default under this Agreement beyond the applicable cure period (if any), the City will deliver the MRO to the Developer as described in Section A. Notwithstanding the previous sentence, in the event that the Developer is in Default prior to the City's issuance of the MRO, the City shall not be required to deliver the MRO to the Developer until a reasonable time after, but no more than thirty (30) days after, all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default. The City's obligation to make payments on the MRO is conditioned on the requirement that the Developer is not in Default under this Agreement beyond any applicable cure period. For the avoidance of any doubt, upon the occurrence of a Default, the City may suspend such payment until the Default is cured, provided that if the Default is not cured within the applicable cure period (if any), the City shall have no further obligation to make such payment and the City may exercise any and all available remedies.

D. Payment of Priority Project Costs and Repayment Schedule. From the Tax Increment received by the City each year, the City shall first pay the outstanding Priority Project Costs until satisfied in full. The estimated repayment schedule of the MRO shall be set forth in Schedule 1 to the MRO. The City reserves the right, subject to Developer's acceptance which may not be unreasonably withheld or delayed, to make advance payments on the MRO or modify the MRO repayment schedule based upon the actual

- and projected Tax Increment generated from the Project. The Available Tax Increment held by the City each year in excess of the outstanding Priority Project Costs shall be applied to the payment of principal due on the MRO in accordance with the payment schedules set forth in such MRO, subject to appropriation by the City Common Council. The City may not add to or alter to terms of any Priority Project Costs beyond those specific items set forth in Section A., above in a manner which would reduce the amount of Available Tax Increment that would be payable to Developer in any given year or subordinate the payment of Available Tax Increment to any other obligation of the City.
- E. MRO Assignment.** The MRO may be assigned to any lender providing financing to the Project upon providing reasonable notice. Developer may elect for City to pay lender directly the scheduled MRO payments.

VIII. CITY AND DEVELOPER INCENTIVE LOOK-BACK PROVISION

- A. Look-back.** Developer shall provide the City or its financial advisor with evidence of its annualized cumulative internal rate of return on the investment ("IRR") or other mutually agreed upon measurement ten (10) years after Project completion. The selected metric shall be calculated with such equity, revenues, expenses, projected sales, and terminal value assumptions as are agreed upon by the City and Developer, consistent with generally accepted accounting principles and capitalization rates and available market information for similar projects located in Northeast Wisconsin.

When Developer owns the Project and rents space to tenants, supporting documentation shall include without limitation certified records of Project costs and

revenues including lease agreements and sales on a per square foot basis. If, utilizing the metrics agreed upon by the parties, Developer's rate of return exceeds the eighteen percent (18%) originally projected to the City at the time of this Agreement, then Developer and City shall amend the MRO necessary to return the metric to eighteen percent (18%).

IX. MISCELLANEOUS

- A. Obligations to Run With the Land.** The obligations contained herein shall run with the land and are binding for the Term of this Agreement. This Agreement and any Amendment thereto shall be recorded by City with the Brown County Register of Deeds.
- B. Assignment.** No party may assign this agreement except upon prior written consent of all Parties thereto, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same by the other party and by the De Pere Common Council.
- C. Notices.** Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark:
1. If to Developer:
De Pere 230 Development Partners LLC

102 N. Broadway
De Pere, WI 54115

With a copy to:
Godfrey & Kahn, S.C.
Attn: David Platt
200 South Washington Street, Suite 100
Green Bay, WI 54301-4298

If to City:
City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

With a copy to:
City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

or such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

- D. **Law Governing.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- E. **Entire Agreement.** This Agreement contains all agreements, terms, covenants, conditions, warranties, and a representation made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless

- such modification or amendment is set forth in writing and executed by all parties hereto.
- F. **Contractual Interpretation.** All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.
- G. **Amendment.** No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.
- H. **No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer are entitled to any other approvals required.
- I. **Invalid Provisions.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

- J. **Headings.** The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- K. **No Waiver; Remedies.** No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
- L. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.
- M. **No Joint Venture.** The City is not a partner, agent or joint venture of or with Developer.
- N. **Recording of a Memorandum of this Agreement Permitted.** A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Brown County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.
- O. **Immunity.** Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

P. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

CITY OF DE PERE

By:

James G. Boyd Mayor

Carey E. Danen City Clerk

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2024, by James G. Boyd, Mayor and Carey E. Danen, City Clerk.

Notary Public, State of Wisconsin
My commission expires on _____

De Pere 230 Development Partners LLC

By:

Print Name: _____

Title: _____

Print Name: _____

Title: _____

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2024, by
_____and _____ of De Pere 230
Development Partners LLC.

Notary Public, State of Wisconsin
My commission expires on _____.

EXHIBIT A**DEVELOPER PARCELS LEGAL DESCRIPTIONS**Legal Descriptions:

Parcel No. ED-861 – 230 N. Broadway Street (2.102 acres)

ORIGINAL PLAT OF DEPERE PRT OF BLK 20 DESC AS LOT 3 IN 15 CSM 21 MAP 2916 IN 1050354
EX RD IN 2252782

Parcel No. ED-875 – 230 N. Broadway Street (2.067 acres)

ORIGINAL PLAT OF DEPERE PRT BLK 23 & 24 DESC AS LOT 2 IN 15 CSM 21 MAP 2916 IN 1050354

EXHIBIT A-1
REDEVELOPMENT PRELIMINARY CONCEPT PLANS

EXHIBIT A-1



SITE PLAN

#079146.00
06.12.2023

TADYCH INVESTMENT PARTNERS | MIXED USE CONCEPT

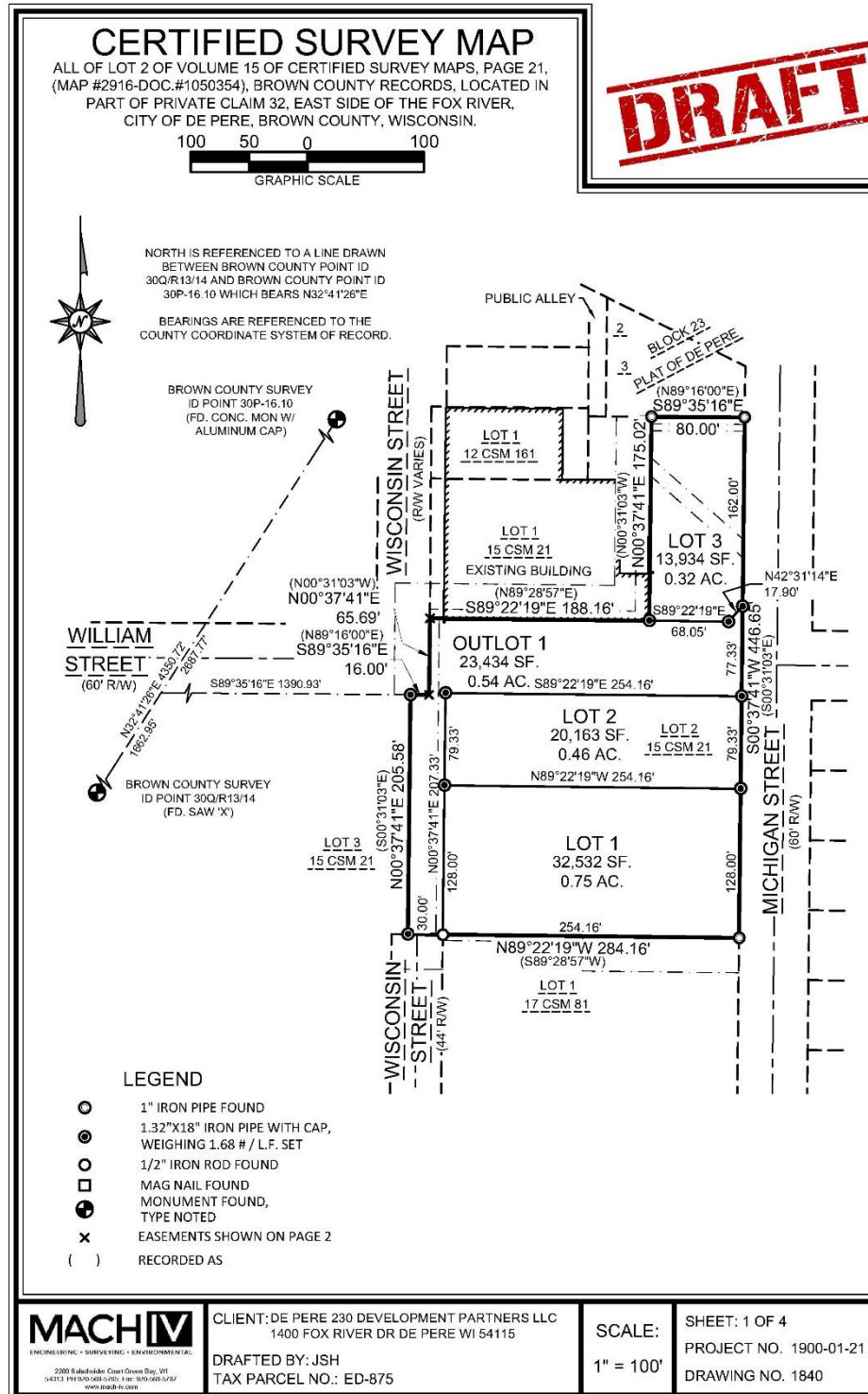


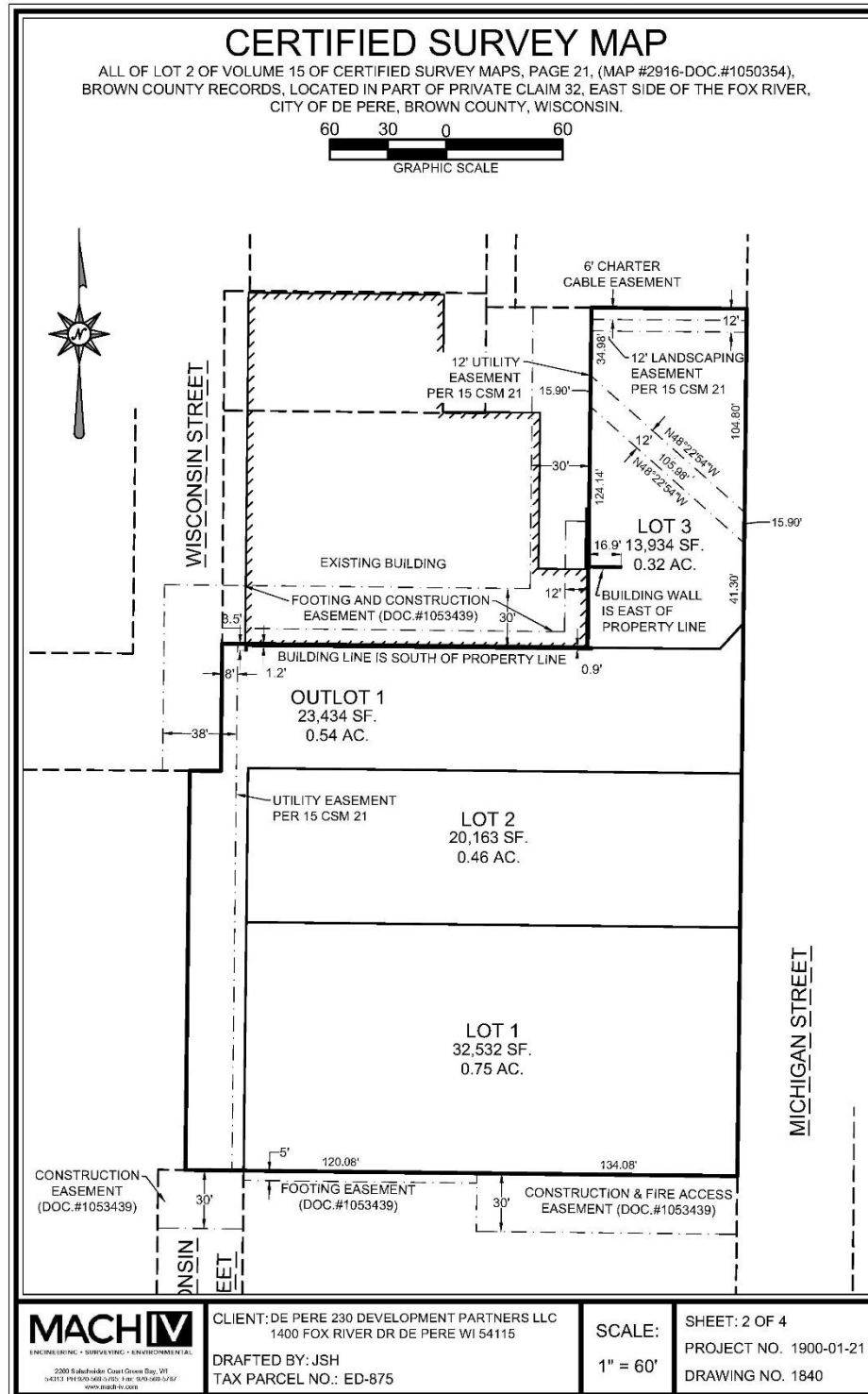
EXHIBIT A-2**PROJECT DESCRIPTION**

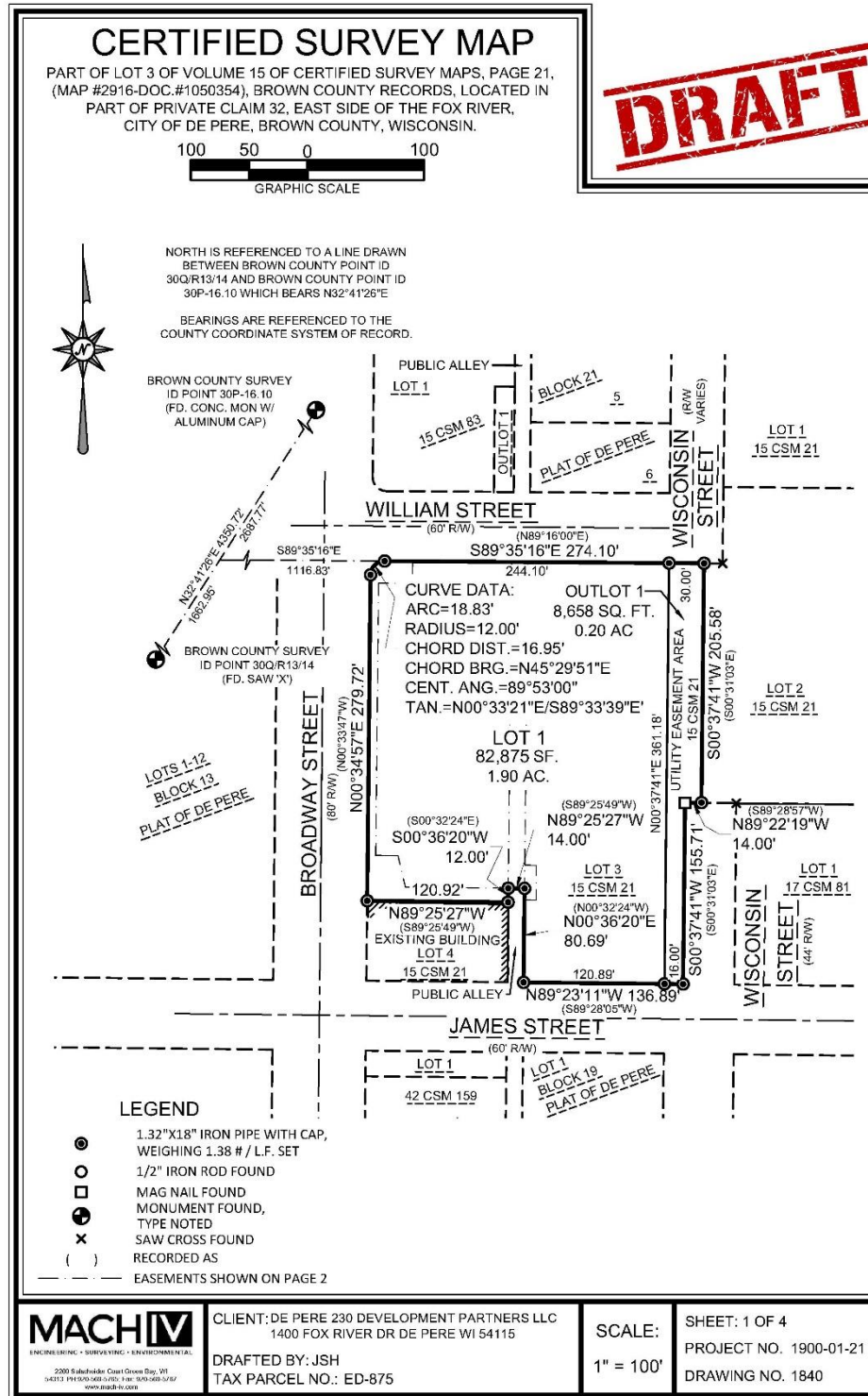
The Project shall be a five-story, mixed-use building consisting of approximately **[six thousand five hundred (6,500)]** square feet of first floor commercial uses, including retail, along with approximately sixty four (64) residential apartment units on the first through the fifth floors. The residential units shall be market rate apartments, studio apartments, one-bedroom apartments, and two-bedroom apartments.

EXHIBIT B

RIGHT OF WAY AND PROPERTY TRANSFERS MAP



DRAFT



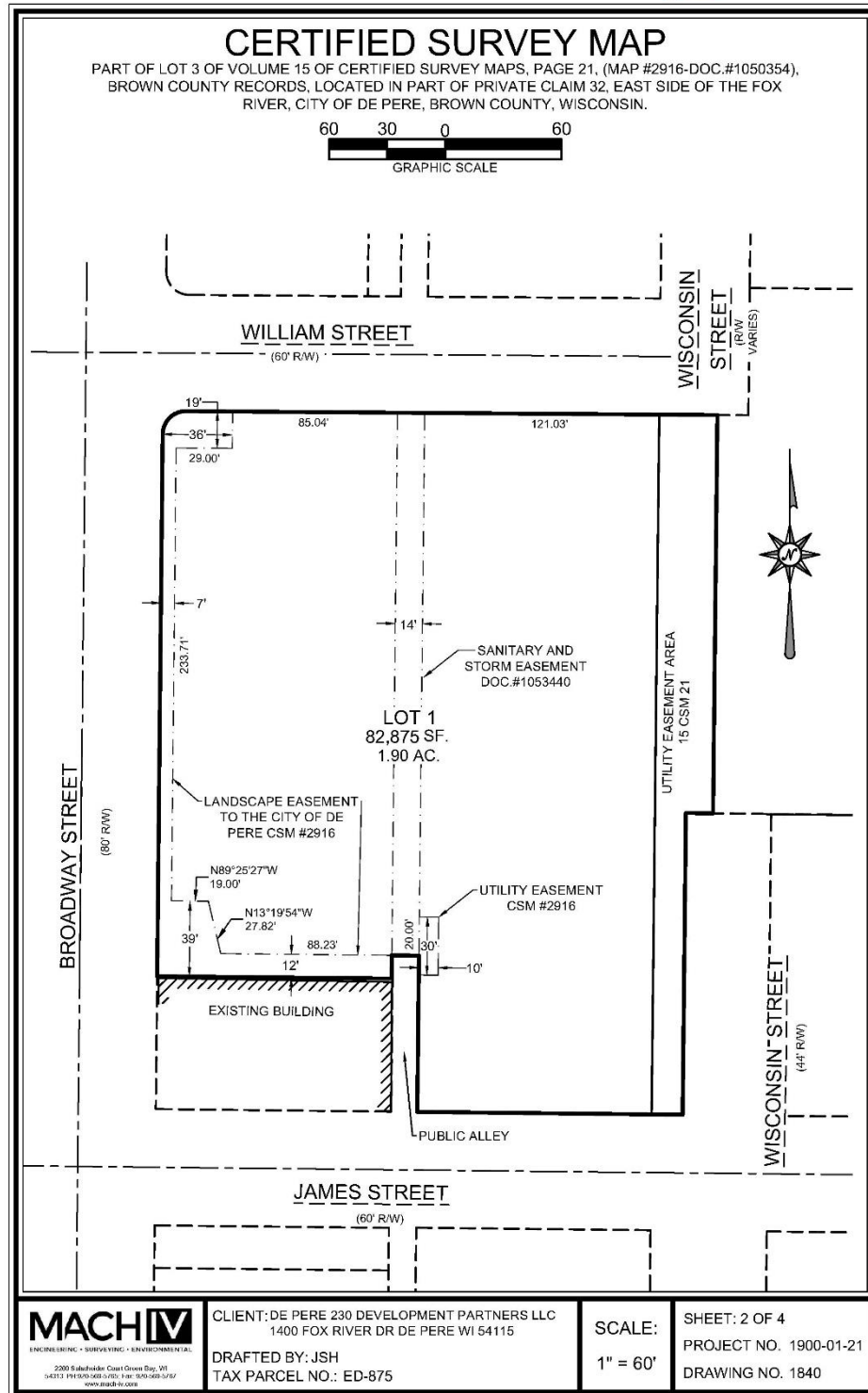
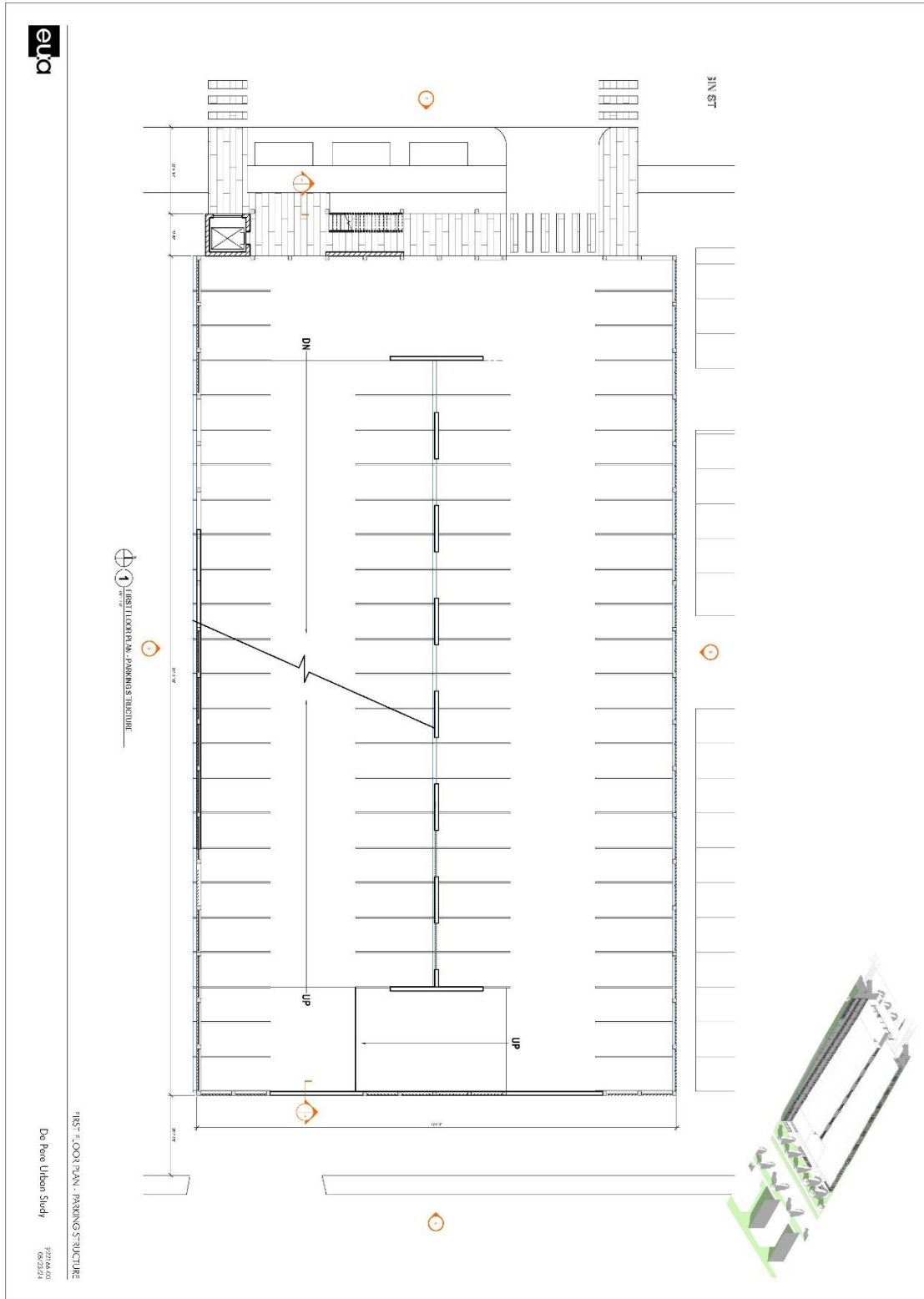
DRAFT

EXHIBIT C

PARKING STRUCTURE ELEVATIONS



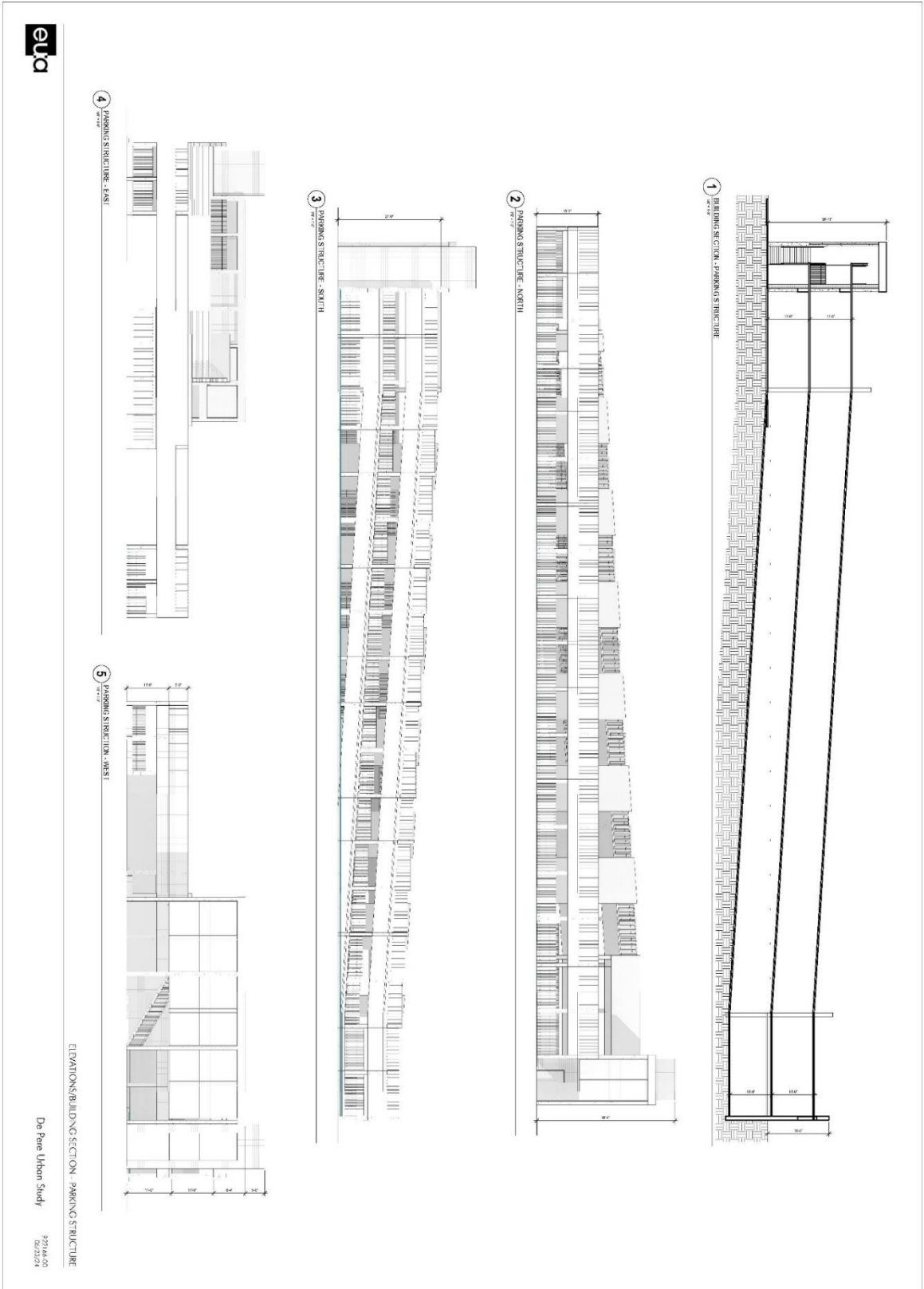




EXHIBIT D

MINIMUM ANNUAL PROPERTY TAX PAYMENT SCHEDULE

Exhibit D: Minimum Tax Payment Schedule Summary		
Year	Site F	
	Total Tax Payment	TID Revenue Payment
2024	\$0	\$0
2025	\$0	\$0
2026	\$0	\$0
2027	\$0	\$0
2028	\$204,800	\$201,200
2029	\$207,900	\$204,300
2030	\$211,000	\$207,400
2031	\$214,200	\$210,600
2032	\$217,400	\$213,800
2033	\$220,600	\$217,000
2034	\$223,900	\$220,300
2035	\$227,300	\$223,700
2036	\$230,700	\$227,100
2037	\$234,200	\$230,600
2038	\$237,700	\$234,100
2039	\$241,200	\$237,600
2040	\$244,900	\$241,300
2041	\$248,500	\$244,900
2042	\$252,300	\$248,700
2043	\$256,000	\$252,400
2044	\$259,900	\$256,300
2045	\$263,800	\$260,200
2046	\$267,700	\$264,100
2047	\$271,800	\$268,200
2048	\$275,800	\$272,200
2049	\$280,000	\$276,400
2050	\$284,200	\$280,600
2051	\$288,400	\$284,800
2052	\$292,800	\$289,100
	\$6,325,200	\$6,227,900
Partial Value Years no minimum payment		
Full Value Revenue Year		

Assumptions:

Based Assessed Value (calculated as a percent of parent parcel)	\$	225,433
Assumed Mill Rate over the life of the District (assumed referedums)	\$	0.01575
Assessed Value	\$	13,000,000
Assessed Increment Value	\$	12,774,567
Property Appreciation Rate		1.50%
Values rounded to nearest \$100		

EXHIBIT E

MRO (as to FORM)

UNITED STATES OF AMERICA
 STATE OF WISCONSIN
 COUNTY OF BROWN
 CITY OF DE PERE

FORM

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION ("MRO")

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	Up to \$1,000,000.00

FOR VALUE RECEIVED, the City of De Pere, Brown County, Wisconsin (the "**City**"), promises to pay to De Pere 230 Development Partners LLC (the "**Developer**"), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Tax Increment described below, interest at the rate of four percent (____%).

This MRO shall be payable in installments of principal and accrued interest due on October 31 (the "**Payment Dates**") in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This MRO has been issued to finance projects within the City's Tax Incremental District No. XX, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund" provided for under the Resolution adopted on _____, by the Common Council of the City (the "**Resolution**"). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of ____, 202_ by and between the City and the Developer (the "**Development Agreement**"). This MRO does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increments generated by the improvements (specifically excluding land value) on the Development Property (as defined in the Development Agreement) conveyed by the City to the Developer and appropriated by the City's Common Council to the payment of this MRO (the "**Revenues**"). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general

covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal and accrued interest due on this MRO, the amount due but not paid shall be deferred, and interest at the rate of _____ percent (____%) will accrue on any amount so deferred. The deferred amount shall be payable on the next Payment Date until the Final Payment Date (as defined below). The City shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owner of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the City's Common Council to payment of this MRO. The "**Final Payment Date**" is the earlier of (i) the date upon which the entire \$1,000,000 principal amount of the MRO, together with all accrued interest, has been paid to Developer, or (ii) October 31, 204__.

At the option of the City, this MRO is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant (express or implied) that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation, by the City's Common Council, of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section ____ of the Development Agreement, the total amount of principal and interest to be paid shall in no event exceed the Available Tax Increment. When that amount of Revenue has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in Sections _____ of the Development Agreement or otherwise, the City's obligations to make payments on this MRO may be suspended in the event the Developer is in default beyond the applicable cure period(s) under any of the terms and conditions of the Development Agreement, provided payments shall be resumed when any such default is cured and any payments missed due to an uncured default also shall be paid from Available Tax Increment upon cure of the default.

This MRO is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This MRO is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal or interest of this MRO. Further, no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City's obligations hereunder.

This MRO is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This MRO may be transferred or assigned, in whole or in part, only upon prior written notice to the City. Interests in this MRO may not be split, divided or apportioned. In order to transfer or assign the MRO, if permitted by the City, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of De Pere has caused this MRO to be signed on behalf of the City by its duly qualified and acting [____], and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF DE PERE

By: _____
Name: [____], [_____]

(SEAL)

Attest: _____
Name: [____], [_____]

Schedule 1 Payment Schedule

Subject to the City's actual receipt of Available Tax Increment and the terms and conditions of the Development Agreement, the City shall make the following payments on the MRO to the Developer:

Project Incentive - Site F MRO						
Parcel ID:		TBD				
Owner/Developer:		De Pere 230 Development Partners LLC and/or an affiliated special purpose entity formed for purposes of owning and developing the Project				
Created/Revised:		8/6/2024				
Principal: (rounded to \$5,000)		\$ 1,000,000	Project Cost:		\$ 1,000,000	
Interest Rate*:		4.09%	Finance Fees:		\$ -	
Term (Years):		24	Interest Earned:		\$ -	
# of Principal Payments:		24	Capitalized Interest:		\$ -	
Date of Issue: Full Revenue		10/31/2028	Total TID Cost of Loan:		\$ 1,588,622	
Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2024	0	\$0	\$0	\$0	\$0	\$0
2025	0	\$0	\$0	\$0	\$0	\$0
2026	0	\$0	\$0	\$0	\$0	\$0
2027	0	\$0	\$0	\$0	\$0	\$0
2028	1	\$ 1,000,000	\$25,293	\$40,900	\$66,193	\$0
2029	2	\$974,707	\$26,327	\$39,866	\$66,193	\$0
2030	3	\$948,380	\$27,404	\$38,789	\$66,193	\$0
2031	4	\$920,977	\$28,525	\$37,668	\$66,193	\$0
2032	5	\$892,452	\$29,691	\$36,501	\$66,193	\$0
2033	6	\$862,761	\$30,906	\$35,287	\$66,193	\$0
2034	7	\$831,855	\$32,170	\$34,023	\$66,193	\$0
2035	8	\$799,685	\$33,485	\$32,707	\$66,193	\$0
2036	9	\$766,200	\$34,855	\$31,338	\$66,193	\$0
2037	10	\$731,345	\$36,281	\$29,912	\$66,193	\$0
2038	11	\$695,064	\$37,764	\$28,428	\$66,193	\$0
2039	12	\$657,300	\$39,309	\$26,884	\$66,193	\$0
2040	13	\$617,991	\$40,917	\$25,276	\$66,193	\$0
2041	14	\$577,074	\$42,590	\$23,602	\$66,193	\$0
2042	15	\$534,484	\$44,332	\$21,860	\$66,193	\$0
2043	16	\$490,152	\$46,145	\$20,047	\$66,193	\$0
2044	17	\$444,006	\$48,033	\$18,160	\$66,193	\$0
2045	18	\$395,973	\$49,997	\$16,195	\$66,193	\$0
2046	19	\$345,976	\$52,042	\$14,150	\$66,193	\$0
2047	20	\$293,934	\$54,171	\$12,022	\$66,193	\$0
2048	21	\$239,763	\$56,386	\$9,806	\$66,193	\$0
2049	22	\$183,377	\$58,692	\$7,500	\$66,193	\$0
2050	23	\$124,685	\$61,093	\$5,100	\$66,193	\$0
2051	24	\$63,592	\$63,592	\$2,601	\$66,193	\$0
Total			\$1,000,000	\$588,622	\$1,588,622	\$0

Interest Rate: 10 Year treasury note at the time of agreement

\$0



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: City Attorney

FROM: Anthony Wachewicz

SUBJECT: Resolution #24-68 Approving Release of Easement Rights for Parcel ED-861 (Former Shopko Site).

This item releases easements no longer necessary for City purposes on Parcel ED-861 in order to facilitate development on the former Shopko site. The attached Release of Easement rights has been prepared by the attorney for De Pere 230 Development Partners, LLC.

ATTACHMENTS:

- Reso24-68 (PDF)
- Release of Easement Rights (City of De Pere Easements) (retains utility CSM easements) (PDF)

RESOLUTION #24-68

APPROVING RELEASE OF EASEMENT RIGHTS FOR PARCEL ED-861
(Former Shopko Site)

WHEREAS, pursuant to a Certified Survey Map, recorded on June 3, 1985, as Document No. 1050354, the City was granted landscape easements, as well as a sewer easement over Parcel ED-861, recorded on September 19, 1966, as Document No. 650916; and

WHEREAS, to support the recording of a new Certified Survey Map to foster future development of this parcel, it has been determined that these easements are no longer required for City use; and

WHEREAS, City staff has reviewed such release of its easement rights and determined said easements are no longer necessary for City purposes, and recommends approval of releasing the same.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Release of Easement Rights as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are 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 6th day of August, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

RELEASE OF EASEMENT RIGHTS

DOCUMENT NO.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Michael J. Lokensgard
Godfrey & Kahn, S.C.
100 W. Lawrence St.
Appleton, WI 54911

ED-861

Parcel Identification Number

Prepared by:

Michael J. Lokensgard
Godfrey & Kahn, S.C.
100 W. Lawrence Street
Appleton, WI 54911

RELEASE OF EASEMENT RIGHTS

THIS RELEASE OF EASEMENT RIGHTS (this “Release”) is made as of this ____ day of _____, 2024 (the “Effective Date”), by the CITY OF DE PERE, WISCONSIN, a Wisconsin municipality (the “City”).

RECITALS

WHEREAS, the City is the grantee of the following easements:

- Landscape Easements granted to the City pursuant to Certified Survey Map No. 2916, recorded June 3, 1985 in Volume 15 of Certified Survey Maps, Page 21, as Document No. 1050354 (the “Landscape Easements”);
- Sewer Easement granted to the City dated September 14, 1966 and recorded September 19, 1966 in Volume 749, Page 114 as Document No. 650916 (the “1966 Easement” and, with the Landscape Easements, the “City Easements”); and

WHEREAS, De Pere 230 Development Partners, LLC (“Developer”), is the owner of that certain real property located in De Pere, Wisconsin, as more particularly describe on **Exhibit A** attached hereto and made a part hereof for all purposes (“Developer Parcel”);

WHEREAS, Developer intends to record a new certified survey map subdividing the Developer Parcel and in connection with the new certified survey map, has requested that the City vacate and terminate its interest in each of the above-referenced Easements, and the City has agreed to do so;

NOW THEREFORE, in consideration of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Release. The City hereby releases, discharges, and abandons any and all easement rights, if any, under the Easements **[to the extent that they are located on the Developer Parcel.]**¹
2. Covenants Run With Land. The terms and conditions contained in this Release shall be covenants running with the land and shall be perpetual.
3. Recording. This Release shall be recorded with the Brown County Register of Deeds.

¹ Could release as to Lots 1 and 2 of 15 CSM 21 as well, if we want to throw those in and they are likewise no longer used.

IN WITNESS WHEREOF, the undersigned has executed this Release as of the date first written above.

CITY OF DE PERE, WISCONSIN

By: _____

Its: _____

By: _____

Its: _____

STATE OF _____)

COUNTY OF _____) SS

Personally came before me this _____ day of _____, 2024 the above-named _____ and _____, to me known to be the _____ and _____, respectively, of the City of De Pere, Wisconsin and the persons who executed the foregoing document and acknowledged the same on behalf of the City.

*

Notary Public, State of _____

My commission: _____

Approved as to form:

City Attorney

EXHIBIT A**Legal Description of Developer Parcel[s]**

Lot 3, Volume 15, Certified Survey Maps, Page 21, Map No. 29 I 6, recorded June 3, 1985 as Document No. 1050354, being Lots 1-12 and the vacated alley of Block 20; and Lots 1-3 and 10-12 and part of Lots 4 and 9 and part of vacated alley of Block 24; and Lots 4-8 and part of Lot 9 and part of the vacated alley of Block 23; and part of vacated Williams and Wisconsin Street of the Plat of DePere, East side of Fox River, in the City of De Pere, County of Brown, State of Wisconsin.

EXCEPTING therefrom those lands conveyed to the City of De Pere in Warranty Deed with Temporary Limited Easement recorded as Document No. [2252782](#).

Tax Key No: ED-861



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #24-69 Approving the Tenth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract.

This item has been added to the agenda at the request of City Administrator Delo for Common Council review and approval. Any change to the Central Brown County Water Purchase and Sale Contract requires approval of three-fourths of the Charter members.

ATTACHMENTS:

- Reso24-69 (PDF)
- 10th Amendment (6-21-2024 to CBCWA) (PDF)

RESOLUTION #24-69

APPROVING THE TENTH AMENDMENT TO CENTRAL BROWN COUNTY
WATER AUTHORITY WATER PURCHASE AND SALE CONTRACT

WHEREAS, the Central Brown County Water Authority (the “Authority”), and the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2 (hereinafter jointly known as “Charter Customers”) have entered into the Central Brown County Water Purchase and Sale Contract (the “Contract”) with an effective date of November 24, 2003; and

WHEREAS, the Contract has previously been amended effective December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2010, September 24, 2012, May 28, 2014, May 22, 2017, October 20, 2020, and May 18, 2021; and

WHEREAS, it is proposed that the Contract be amended again to clarify references in the Contract to “2014 Bonds” and “Bonds Issued in 2014”; and

WHEREAS, pursuant to Article 16 of the Contract, this amendment must be approved by the Authority and three-fourths of the Charter Customers in order to be effective; and

WHEREAS, the City of De Pere is a Charter Customer, and is willing to approve this amendment.

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. The Common Council of the City of De Pere approves the Tenth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract, a copy of which is attached to this Resolution.
2. The City Clerk is authorized and directed to provide a certified copy of this Resolution approving the Tenth Amendment to the Secretary-Treasurer of the Central Brown County Water Authority.
3. The Tenth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract shall become effective on the first day that the amendment is approved by the Authority and five of the following six Charter Customers: the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2. Approval by Ledgeview Sanitary District No. 2 is not effective until the Town of Ledgeview has approved the amendment as a Town Signatory for Ledgeview Sanitary District No. 2.

BE IT FURTHER RESOLVED THAT:

Resolution #24-69

Page 2 of 2

All City officials, officers and employees are authorized and directed to take such action that is lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of August, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

TENTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT

This TENTH AMENDMENT to CENTRAL BROWN COUNTY WATER AUTHORITY WATER PURCHASE AND SALE CONTRACT is effective this ____ day of _____, 2024.

1. Section 1.53 of the Water Purchase and Sale Contract, defining the term “2014 Bonds” is created as follows:

1.53 **"2014 Bonds"** or **"Bonds issued in 2014"** means the Authority's Water System Revenue Refunding Bonds, Series 2014A, dated August 21, 2014, the Authority's Water System Revenue Bonds, Series 2014B, dated September 24, 2014, and any Bonds issued to refinance the projects financed by the 2014A Bonds or 2014B Bonds, including the Authority's Water System Revenue Refunding Bonds, Series 2024A issued to refund the 2014A Bonds.

2. The first two sentences of Subsection 6.3.1.2.2 of the Water Purchase and Sale Contract are modified as follows:

The Authority shall annually calculate a Fixed Cost rate for each Bond issued ~~after~~ other than the 2014 Bonds. The Fixed Cost rate for each Bond issued ~~after~~ other than the 2014 Bonds shall be calculated by:

APPROVAL OF THIS AMENDMENT IS SIGNIFIED BY THE CERTIFIED RESOLUTIONS OF THE CENTRAL BROWN COUNTY WATER AUTHORITY AND THREE-FOURTHS OF THE AUTHORITY MEMBERS WHICH RESOLUTIONS SHALL BE ATTACHED TO THIS AMENDMENT.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: City Attorney

FROM: Anthony Wachewicz

SUBJECT: Possible Discussion and Action on Walmart Litigation for Excessive Assessment for 1415 Lawrence Drive (Parcel No. WD-D0011-1).



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: City Attorney

FROM: Anthony Wachewicz

SUBJECT: Possible Discussion and Action on Garroman Drive and 2535
Lawrence Drive (Parcel No. WD-L482-1).



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 6, 2024

DEPARTMENT: City Attorney

FROM: Anthony Wachewicz

SUBJECT: Discussion and Possible Action on Potential Acquisition of Private Property for Public Purposes.
