Common Council

Regular Meeting

Agenda

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

Tuesday, July 20, 2021 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **July 20, 2021** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679
United States: +1 (312) 757-3117
Access Code: 154-883-285

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the June 30, 2021 Special Common Council meeting.
4. Approval of the minutes of the July 6, 2021 Common Council meeting.
5. Public comment upon matters not on the agenda.
6. Recommendation from the Finance and Personnel Committee to Accept a $2,000 Grant to Police from Unison Credit Union for Hotel Voucher Program.
7. Recommendation from Finance/Personnel Committee to Approve Purchase of MyHealics Rewards Platform.
8. Recommendation from the Board of Public Works to Deny the Request to Develop a Speed Bump Installation Policy.
9. Recommendation from the Board of Public Works to Approve the Installation of Audio Pedestrian Signals at Main Avenue and Ninth Street.
10. Consideration and Possible Action Regarding Feasibility Study for Joint Yard Waste Facility with the Village of Allouez ((forwarded from the Board of Public Works without recommendation).

    A. Consideration and possible action on request of Alderperson Ledvina that City staff research alternative yard waste sites apart from joint yard waste site with Allouez.
11. Consideration and Possible Action Regarding Review of the 2020 Annual Tax Incremental Financing Districts Report for the City of De Pere.

12. Ordinance #21-15 Amending Section 114-6 De Pere Municipal Code Regarding Solicitor Permit Hours.

13. Recommendation from the Finance and Personnel Committee to Adopt the Required Policies for the Community Development Block Grant (CDBG) Special Projects Affordable Housing Conversion Grant Application.

    A. Ordinance #21-16 Adopting Section 10-14, De Pere Municipal Code, Creating the Community Development Block Grant (CDBG) Advisory Board.

    B. Resolution #21-77 Adopting Policies for Participation in the Community Development Block Grant Program.

14. Resolution #21-78 Approving Memorandum of Agreement Between the Wisconsin State Historic Preservation Office and the City of De Pere for the Completion of a National Register of Historic Places Nomination Project.

15. Resolution #21-79 Approving Grant Agreement and Accepting Grant from Community Foundation for the Fox Valley Region, Inc. (Voyageur Park Multi-Use Facility).

16. Resolution #21-80 Authorizing State/Municipal Financial Agreement with Wisconsin Department of Transportation for Traffic Signal Retrofit Projects (Reid Street/Fourth Street; Reid Street/Fifth Street; and Main Avenue/Fourth Street).

17. Resolution #21-81 Authorizing Agreement for Consulting Services Between the City of De Pere and JT Engineering, Inc. (2022 Traffic Signal Upgrades).

18. Voucher approval.

19. Future agenda items.

20. 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:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Sean Gehin, Village of Allouez
Greg Potts, Town of Ledgeview
Craig Treadway, JT Engineering
Claudia Elsner
Ann Engelhard, Community Foundation for the Fox Valley Region

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the June 30, 2021 Special Common Council meeting.**

ATTACHMENTS:

- 6-30-21 Special Common Council MInutes_Draft (PDF)

Common Council

Special Untelevised

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

Draft Minutes

Wednesday, June 30, 2021 **5:30 PM** **De Pere City Hall Council Chambers**

1. Call to Order. The meeting was called to order at 5:30 PM by Mayor James Boyd.

Attendee Name	Title	Status	Arrived
Dan Carpenter	Alderperson	Present	
Mike Eserkaln	Alderperson	Absent	
Jonathon Hansen	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Present	
John Quigley	Alderperson	Present	
Dean Raasch	Alderperson	Present	
Kelly Ruh	Alderperson	Present	
James Boyd	Mayor	Present	

2. Application for a temporary premises description change to a Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor license held by Union Hotel Corporation.

City Attorney Judy Schmidt-Lehman explained that the application requests a temporary premises expansion to include the sidewalk on the north side of James Street, from the restaurant to the barn. The map provided, however, includes the eastern half of the new Michael J Walsh Plaza which extends beyond the hotel parcel (marked in blue on the map). Judy noted that City ordinance allows for extension only into areas that are immediately adjacent to the premises. The law department is requesting that the action of the Council be limited to that area immediately adjacent to the property.
Alderperson Carpenter moved, seconded by Alderperson Kundinger to approve the area outlined in red on the map – the western half of the Plaza that borders the parcel.
Discussion followed regarding City ordinance that prohibits alcohol on public ways with the exception of street festivals or similar events. Judy confirmed that it is the responsibility of the license holder to enforce the boundaries of the licensed area.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh
ABSENT:	Mike Eserkaln

3. Fiscal Strategy Study Session.

City Administrator Larry Delo provided information to Council members and staff for the purposes of education and discussion on future fiscal strategies.

4. Adjourn.

Alderperson Raasch moved, seconded by Alderperson Carpenter to adjourn the meeting at 6:58 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the July 6, 2021 Common Council meeting.**

ATTACHMENTS:

- 7-6-21 Common Council Minutes_Draft (PDF)

Common Council

Regular Meeting

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

Draft Minutes

Tuesday, July 6, 2021 **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	Alderperson	Present	
Mike Eserkaln	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Remote	
John Quigley	Alderperson	Present	
Dean Raasch	Alderperson	Present	
Kelly Ruh	Alderperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the June 15, 2021 Common Council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

4. Public Hearing on a request to amend the 2010 City of De Pere Comprehensive Plan Update for the following property - Parcels WD-D0031, WD-364-D-502, WD-364-D-502-2, WD-364-D-502-3, WD-D0034, and WD-D0035 generally located between the west side of the 1800 and 2000 Blocks of Lawrence Dr.

A. Notice of Public Hearing.

City Clerk Carey Danen reported that the notice of public hearing was published in the Green Bay Press Gazette on June 2, 2021.

B. Recommendation from the Plan Commission.

Development Services Director Dan Lindstrom reviewed the request which was heard by the Plan Commission at its May meeting. The Humana campus includes 80 acres of undeveloped space, a portion of which the City leases as a park for $1 a year. Humana is now interested in selling the property; the purchaser wants to develop a mixture of low and medium density residential, multi-family units, and commercial uses. Dan reported that staff heard from five neighboring property owners in opposition to the proposal; commenters cited concerns about the loss of open space, increased traffic, and the

inclusion of multi-family units in the plan. Mayor Boyd declared the public hearing open and invited members of the audience to speak.
Resident Darold Bringe spoke against the proposed amendment because he is concerned about the addition of multi-family housing units.
Resident Ben Klemp stated that his backyard abuts the area presently owned by Humana. He explained that they purchased the home because of its secluded backyard, and they are concerned about losing that. He requested consideration to maintain a buffer between their yard and any future development, and noted that he has also expressed interest in purchasing a section of land if necessary.
Jared Schmidt of Robert E. Lee & Associates spoke on behalf of Preserve Development. He noted that large scale executive offices in this space probably wouldn't happen for a very long time, and stated that any plans would still have to go through future rezoning, potential Planned Development District designation, site plan approvals, etc. He acknowledged that with any change there will be construction and increased traffic, but emphasized that the developer wants to be thoughtful about the delivery of the plan and make sure to create a community feel. He noted that they do have some concept ideas about creating buffers abutting existing residential, and assured that there will be more dialogue going forward. No one else wished to speak, so Mayor Boyd declared the public hearing closed.
Alderperson Raasch moved, seconded by Alderperson Ruh to approve the Plan Commission recommendation.
Discussion followed regarding Humana's intention to lease back space from the developer, the desire to maintain green space, and potential plans replace the park. Dan Lindstrom referred to studies that have shown multi-family units do not devalue neighboring properties.
Alderperson Carpenter asked about setback requirements for any construction that would abut Mr. Klemp's property. Dan Lindstrom explained that in the case of two adjacent residential properties, City code does not dictate the 50 foot buffer required by the current zoning. Carpenter said he feels that Council has made good decisions based on what is best for the City, and is confident that any multi-family development in this area would not be detrimental to the neighborhood.
Alderperson Raasch expressed his support for this change to the comprehensive plan, pointing out that the village of Hobart is a good example of how new development with higher population density helps to grow small businesses and community. He pointed out that the developer has a vision, but no clear plans yet; tonight's agenda item is not requesting approval for anything specific.
Alderperson Raasch moved, seconded by Alderperson Kundinger to open the meeting. Upon vote, motion carried unanimously. Resident Darold Bringe stated that he would not be opposed to higher end multi-family construction in the development. Alderperson Raasch moved, seconded by Alderperson Carpenter close the meeting. Upon vote, motion carried unanimously.

C. Ordinance #21-14 Adopting Amendment to the 2010 Update of the City of De Pere Comprehensive Plan.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

5. Public comment upon matters not on the agenda.

   Resident Darold Bringe inquired about the status of the vacant Shopko property. Mayor Boyd explained that the question cannot be answered at this meeting, but that Development Services Director Dan Lindstrom will contact him to follow up.

6. Recommendation from Plan Commission to approve a proposed extraterritorial 2 lot certified survey map at 4615-4617 Trellis DR in the Town of Ledgeview (Parcel D-1995).

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

7. Recommendation from the License Committee on the renewal Application for the licensing period of July 1, 2021 to June 30, 2022.

   A. Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor License

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Mike Eserkaln, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

8. Recommendation from the License Committee on the application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for VIP Daiquiri Lounge, LLC, (DBA VIP Daiquiri Lounge LLC), 308 Main Ave. Submitted by VIP Daiquiri Lounge, LLC; Agent Trenell Webb, De Pere, WI.

   Alderperson Raasch asked about the prior occupant of the property. City Clerk Carey Danen stated that Cleopatra Hookah Lounge was the previous tenant.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

9. Resolution #21-72 Regarding a Vacation of a Portion of a Public Thoroughfare (Right-of-Way at the 100-200 Block of Reid Street (Adjacent to Parcels WD-934, WD-936, WD-941, WD-942, WD-945, WD-945-1, WD-949-1, WD-950, WD-951, WD-952, WD-954) - Refer to Public Hearing.

RESULT:	**ADOPTED [UNANIMOUS] – REFER TO PUBLIC HEARING**
MOVER:	Dean Raasch, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

10. Resolution #21-73 Authorizing Agreement Between the City of De Pere and Office Harmony LLC for the Redevelopment of Certain Property Within Tax Increment Financing District No. 7 (Parcel ED-1067).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

11. Resolution #21-74 Authorizing Assignment and Consent to Assignment Between the City of De Pere, 301 North Broadway LLC and BEEKOZ, LLC (Reciprocal Parking Lot Use Agreement - Voyageur Lot Between William and Cass Streets).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

12. Resolution #21-75 Authorizing Sponsorship Agreement with Fox Communities Credit Union for Holiday Light Event at Voyageur Park.

Alderperson Hansen asked if the event footprint could be expanded if the event attracts more sponsors than staff anticipates. Parks Director Marty Kosobucki stated that staff would need to determine at that time if there are sufficient resources to accommodate additional participants.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

13. Resolution #21-76 Approving Participation in the Fox-Wolf Watershed Alliance Adopt-a-Launch Program.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

14. Voucher approval.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

15. Future agenda items.

None.

16. Adjournment.

Alderperson Raasch moved, seconded by Alderperson Quigley to adjourn the meeting at 8:13 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation from the Finance and Personnel Committee to Accept a $2,000 Grant to Police from Unison Credit Union for Hotel Voucher Program.**

As you may already know, the police department established a hotel voucher program to be used for emergencies for such things as stranded motorists, homeless situations, and other reasons overnight stays would be necessary. The Unison Credit Union has offered to donate $2,000 though a grant to the to keep the program funded.

The Finance and Personnel Committee at their July 13, 2021 recommended to approve the grant and to forward it to the Common Council for final approval.

We would like to thank the Unison Credit Union for this generous grant and would ask the Common Council to approve this award. The grant will be deposited into the police donations account and be earmarked for use by the program only.

Please contact me if you have any questions about the hotel voucher program or this grant.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation from Finance/Personnel Committee to Approve Purchase of MyHealics Rewards Platform.**

ATTACHMENTS:

- Healics (PDF)

CITY OF DE PERE
MEMO

To: Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Date: July 13, 2021

RE: **Recommendation and Possible Action to Approve Purchase of MyHealics Rewards Platform**

Note: At the July 13, 2021 Finance/Personnel Committee the below recommendation was approved unanimously.

The Human Resources Department is seeking approval to implement MyHealics Rewards. MyHealics Rewards will track documentation for the three wellness programs currently in place:

- *Health Assessment and preventative exams completion:* A report is provided by Healics of all the employees and spouses that completed the Health Assessment (HA). Employees/spouses submit a medical and dental preventative screening form which demonstrates compliance with preventative screenings.

- *Flu and COVID vaccination completion:* Employees/spouses will submit a print out of their Wisconsin Immunization Registry (WIR) record. Verification that the employees/spouses received both vaccinations needs to be completed.

- *Wellness Incentive Program:* Employees/spouses have the option to participate in 18 different activities to earn points toward gift cards. Each activity has different documentation requirements – some are self-reported and simply require a description on the master tracking sheet while others require proof to be submitted with the master tracking sheet.

Currently, employees interoffice or email Onsite Nurse Coach Sabrina (contracted through Bellin) their documentation for each program. Bellin administrative staff then tracks each program on separate spreadsheets, as they have different requirements. This is a manual process that has the possibility of errors in submission and tracking, such as emails not being received, forms sticking together, etc. These tracking errors can be frustrating for employees who are waiting to receive their Health Reimbursement Arrangement (HRA) funds or Wellness Incentive Program gift cards. If employees or spouses would like to verify a form is received by Onsite Nurse Coach Sabrina, they currently need to email or stop in by Sabrina, who is currently onsite three hours, twice a month. Confirming form receipt can be very time consuming for Sabrina.

When we first started tracking, the Wellness Incentive Program was tracking by Erin Bongers, the Wellness Team chair and the health assessment and preventative exam completion was tracked by Human Resources. When we brought on Onsite Nurse Coach Sabrina, Bellin began tracking the health assessment and preventative exam completion. When Erin left the City in July 2020 Bellin agreed to track the Wellness Incentive Program forms to determine if that was task their team could sustain doing going forward, and if so if there would be a cost to it. Tracking of flu and COVID vaccination is new this year. Bellin made the decision that based on the amount of time that is required for the tracking, they

would need to bill us $500 per month to continue tracking our wellness forms. For various reasons we then explored options for tracking software to make the process easier and more efficient for all.

Healics, the company we are currently using for health assessment biometric screening, has an add-on platform, MyHealics Rewards, which can track wellness program documentation for all three programs. Employees and spouses will either self-report that they completed an activity or upload supporting documents to Healics' secure site; Healics will verify that proper supporting documents have been submitted. If the form is not completed properly, Healics will email the participant. Healics allows employees/spouses to verify by just logging into the system if a document is received and they have received points.

The implantation and customization fees are approximately $3,350; if additional customization is needed it will be billed at the rate of $125/hour. The annual subscription fee is $28/per employee per year (approximately $4,200). There is funding in the health fund to cover the cost of the program.

If you have any questions in advance of the meeting, please contact me at 339-4045.

Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to Deny the Request to Develop a Speed Bump Installation Policy.**

The Board of Public Works at the July 12, 2021 meeting moved to deny the development of a speed bump policy and moved to send it to the Common Council for denial. The motion passed with a 4-0 vote.

The City currently does not have a policy of allowing speed bumps to be installed within the street right-of-way (ROW) for managing traffic concerns. Over the years, the City has received numerous requests to install speed bumps in the street in various locations throughout the City in attempt to reduce speeding. These requests have been denied due to concerns staff has had with the installation of the speed bumps. The intent of the discussion is to determine whether the BOPW and Council want to consider establishing a policy allowing speed bumps to be installed throughout the City.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to Approve the Installation of Audio Pedestrian Signals at Main Avenue and Ninth Street.**

The Board of Public Works at the July 12, 2021 meeting approved the installation of audio pedestrian signals at Main Avenue and Ninth Street and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- 2021 0712 CI_BOPW_Main & 9th Audio Signal (PDF)
- 3700-30-26 Main Avenue & 8th Street (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: July 12, 2021

RE: **Consideration and possible action on installation of audio pedestrian signals at Main Avenue and Ninth Street***

The Engineering Department has received a request to install audio pedestrian signals at several signalized intersections in the City. One of these intersections was the Main Avenue and Eighth Street intersection which we installed under the SISP Funding from the Wisconsin Department of Transportation. Another location requested is the Main Avenue and Ninth Street traffic signals. Staff evaluated the request and determined that there are City funds in the Main Avenue and Eighth Street project to fund the audio pedestrian signals. A summary of the funding is as follows:

WisDOT SISP Funds for Main and Eighth:	$207,000.00
Total Project Cost:	$194,731.33
WisDOT Reimbursement:	$175,258.19
City Responsibility:	$ 19,473.14
City Budget for Main and Eighth	$ 72,000.00
Remaining Budget:	$ 52,526.86

The estimated amount to install the audio pedestrian signals at Main Avenue and Ninth Street is $10,000.

Staff's recommendation is to install the audio pedestrian signals at Main Avenue and Ninth Street and fund through the traffic signal budget for Main Avenue and Eighth Street.

Attachments:

State/Municipal Finance Agreement – Main Ave & 8th Street

Original **STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT**	Date:	February 20, 2019
	I.D.:	3700-30-26
	Road Name:	City of DePere Main Ave & 8th Street
	Limits:	Signal Retrofit
	County:	Brown
	Project Length:	0.01 MI

The signatory City of DePere hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal is outdated and obsolete.

Proposed Improvement - Nature of work: Update the existing traffic signals with a new signal cabinet, conduit, pull boxes, bases, add overhead for WB/EB detection camera and new above ground at the Main Avenue & 8th Street intersection.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

TABLE 1

PHASE		ESTIMATED COST			
	Total Estimated Cost	**Federal / State Funds**	**%**	**Municipal Funds**	**%**
Preliminary Engineering:					
Plan Development	14,000	12,600	90	1,400	10
Construction :					
Signal Items	193,000	173,700	90	19,300	10
TOTAL COST DISTRIBUTION:	207,000	186,300	90	20,700	10

This request is subject to the terms and conditions that follow (pages [2] – [3]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of De Pere (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.

2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in table 1 that shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering is split 90% WisDOT and 10% Local up to a maximum total of $14,000.

4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:

   (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State

in behalf of the project.

7. The Municipality shall at its own cost and expense:

   (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year.

   (b) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

9. Basis for local participation:

   Design: Costs for Design are 90% WisDOT and 10% Local up to maximum of $14,000. Any overages shall be funded by the City.

   Construction: Costs for Construction are 90% WisDOT and 10% Local up to maximum of $193,000. Any overages shall be funded by the City.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and Possible Action Regarding Feasibility Study for Joint Yard Waste Facility with the Village of Allouez ((forwarded from the Board of Public Works without recommendation).**

The Board of Public Works at the July 12, 2021 meeting moved to approve the Joint Yard Waste Site with the Village of Allouez contingent upon Village approval and send it to the Common Council. The motion failed due to a lack of majority with a 2-2 vote.

Robert E. Lee & Associates (REL) has completed the feasibility to determine if the Village of Allouez's existing compost facility can accommodate an expansion to allow for the yard waste operational needs of Village of Allouez, City of De Pere, and Town of Ledgeview.

As previously discussed, the City currently has a compost facility off of Rockland Road. This facility primarily accepts yard waste and brush from residents of the City as well as the Town of Ledgeview. The Town of Ledgeview shares in the operational costs of this facility. This facility needs to be relocated to another site as this area develops which was the primary reason the feasibility study was done. The Village of Allouez's existing compost facility is located on Le Brun Street.

The attached plans (Pages 1-2) provided by REL show that Allouez's existing site can be expanded to accommodate the yard waste for the three communities. As discussed previously, it is expected the City of De Pere and Town of Ledgeview will be responsible for 100% of the construction costs to expand the Village of Allouez's yard waste site if the project moves forward. The estimated costs for the expansion are $900,450 (See attached). It is anticipated the City would pay 75% of these costs for a total of $675,337.50 and the Town of Ledgeview would pay the remaining 25% in the amount of $225,112.50.

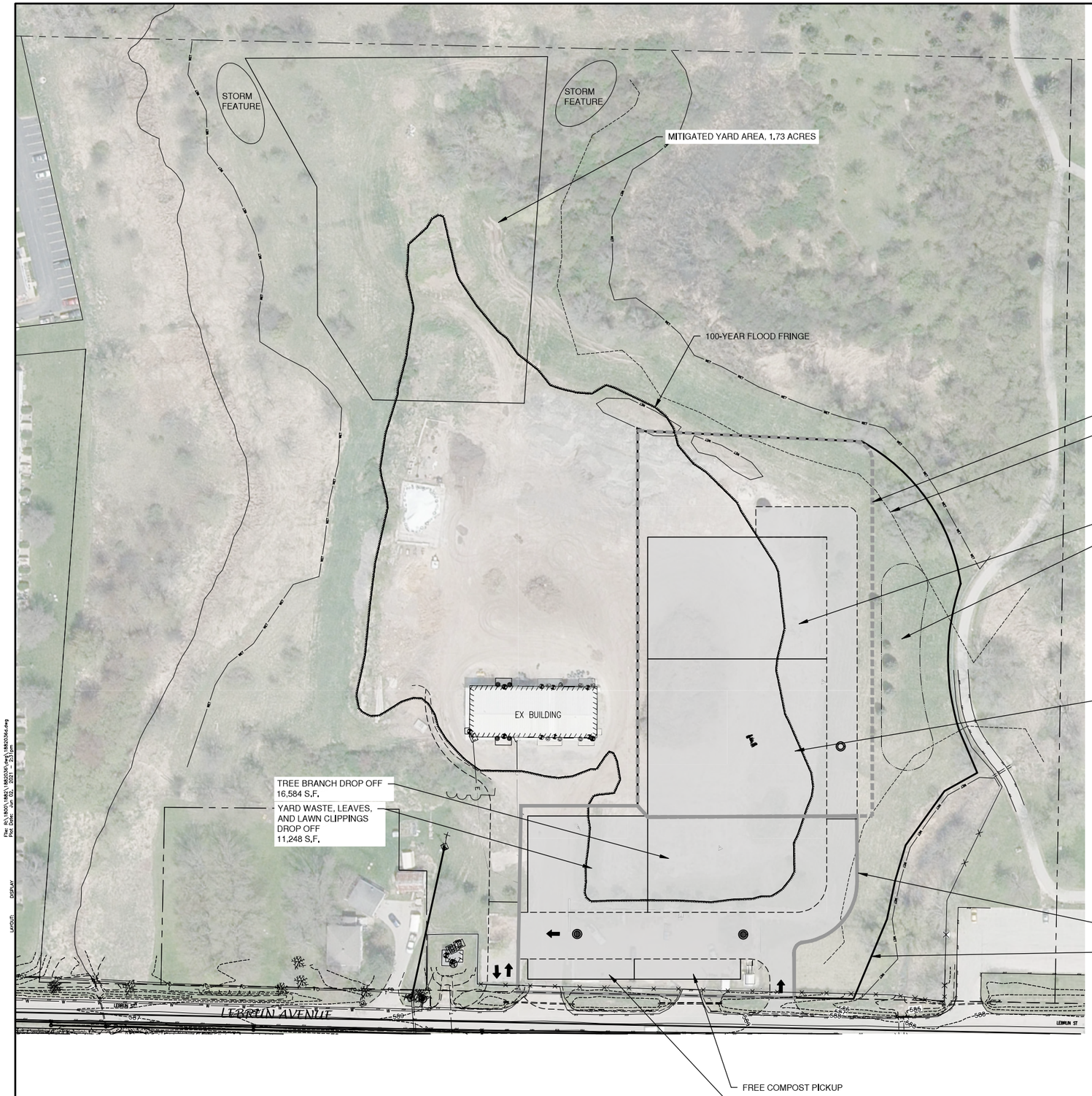
In addition, as part of this study, REL was also asked to evaluate the potential of installation of sidewalk on Le Brun because of the concerns received regarding pedestrians walking on the street. The attached plans (Pages 3 -5) show the sidewalk being installed on the south side of Le Brun Street. The estimated costs (See attached) for the sidewalk installation are $223,686. It is anticipated these costs would be shared amongst the three communities.

The Village of Allouez will now need to determine if they want to move forward with the expansion as presented. It is anticipated the Village will be discussing this matter on July 14th at their Public Works Committee and then the Village Board on July 20th. If the Village agrees to move forward with this project then the BOPW and Council will have to determine if the City should move forward with the project as well. If Allouez and the City agree to move forward, the next steps would be creating an intergovernmental agreement that can be executed between the Village of Allouez, City of De Pere, and Town of Ledgeview.

At this time, staff recommends moving forward with the project if the Village of Allouez agrees to move forward as well.

ATTACHMENTS:

- Allouez Yardwaste Feasibility Plans - 7-8-2021 (PDF)
- Allouez Yardwaste Cost Estimates - 7-8-2021 (PDF)



SITE DATA

TOTAL AREA = 4.10 ACRES, 178,555 S.F.
BUILDING AREA = 0.00 ACRES, 0 S.F. (0.0%)
GRAVEL/CONCRETE AREA = 2.85 ACRES, 124,102 S.F. (69.5%)
GREEN SPACE = 1.25 ACRES, 54,453 S.F. (30.5%)

100-YEAR FLOOD FRINGE AREA
RESIDENTIAL DROP OFF - 1.28 ACRES
STORAGE AREA - 2.00 ACRES

TRAFFIC DATA

DAILY PEAK - 250
-DE PERE/LEDGEVIEW - ±200
-ALLOUEZ - ±60
DAILY AVERAGE - 100

NORTH

0' 50' 100'
SCALE IN FEET

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION

DRAWN BDR
CHECKED —
DESIGNED BDR

ALLOUEZ YARD WASTE FACILITY
809 LEBRUN STREET
VILLAGE OF ALLOUEZ
BROWN COUNTY, WISCONSIN

SITE LAYOUT

DATE 10/2020
FILE 1882036D
JOB NO. 1882037

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBAR
920-662-9641 www.releeinc.com

SHEET NO. 1

STORM FEATURE

STORM FEATURE

MITIGATED YARD AREA, 1.73 ACRES

100-YEAR FLOOD FRINGE

JERSEY BLOCK BARRIER
2'X2'X6' DOUBLE STACKED
FROM PETERS

TREE BRANCH DROP OFF
16,584 S.F.

YARD WASTE, LEAVES,
AND LAWN CLIPPINGS
DROP OFF
11,248 S.F.

PERIMETER FENCING,
8' CHAIN LINK FENCE (BLACK COATING)

PROPOSED BARRIER GATE

PROPOSED EXIT GATE

SHARED ACCESS

LANDSCAPING BUFFER (TYP.)

LEBRUN AVENUE

POLE WITH LIGHT AND CAMERA

PROPOSED BERM

FREE COMPOST PICKUP

FREE MULCH - POST PROCESSING PICK UP

PROPOSED ENTRANCE GATE

RESIDENTIAL DROP OFF - 1.28 ACRES

POLE WITH LIGHT AND CAMERA

STORAGE AREA - 2.00 ACRES

50' PROTECTIVE AREA FROM WETLAND BOUNDARY. DEVELOPMENT CAN OCCUR IN PROTECTIVE AREA IF TREATED BY A STORMWATER BMP BEFORE DISCHARGING TO THE WETLANDS.

TREE BRANCH STORAGE AREA - 21,192 S.F.

PROPOSED WET DETENTION POND

PROPOSED BERM

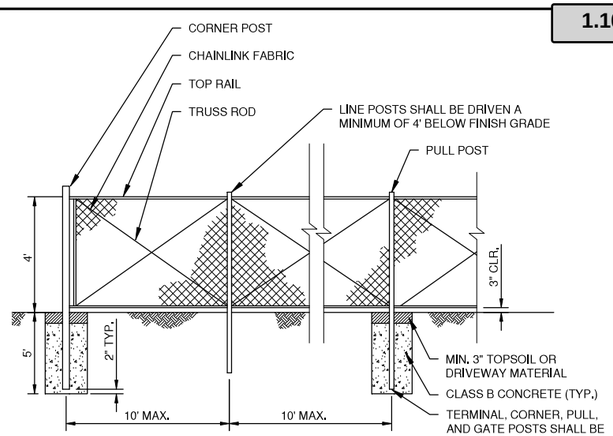
YARD WASTE, LEAVES, AND LAWN CLIPPINGS STORAGE AREA - 27,373 S.F.

PROPOSED GATE

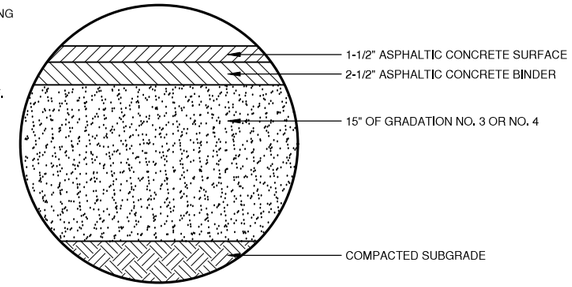
TOTAL YARD WASTE FACILITY - 4.10 ACRES



GENERAL JERSEY BLOCK DETAIL



CHAIN LINK FENCE DETAIL



HEAVY DUTY ASPHALT PAVEMENT



GATE DETAIL

TRAFFIC DATA

DAILY PEAK - 250

-DE PERE/LEDGEVIEW - ±200

-ALLOUEZ - ±60

DAILY AVERAGE - 100

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NORTH

100-YEAR FLOOD FRINGE AREA

RESIDENTIAL DROP OFF - 1.28 ACRES

STORAGE AREA - 2.00 ACRES

0' 50' 100'

SCALE IN FEET

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION

DRAWN BDR
CHECKED
DESIGNED BDR

ALLOUEZ YARD WASTE FACILITY
809 LEBRUN STREET
VILLAGE OF ALLOUEZ
BROWN COUNTY, WISCONSIN

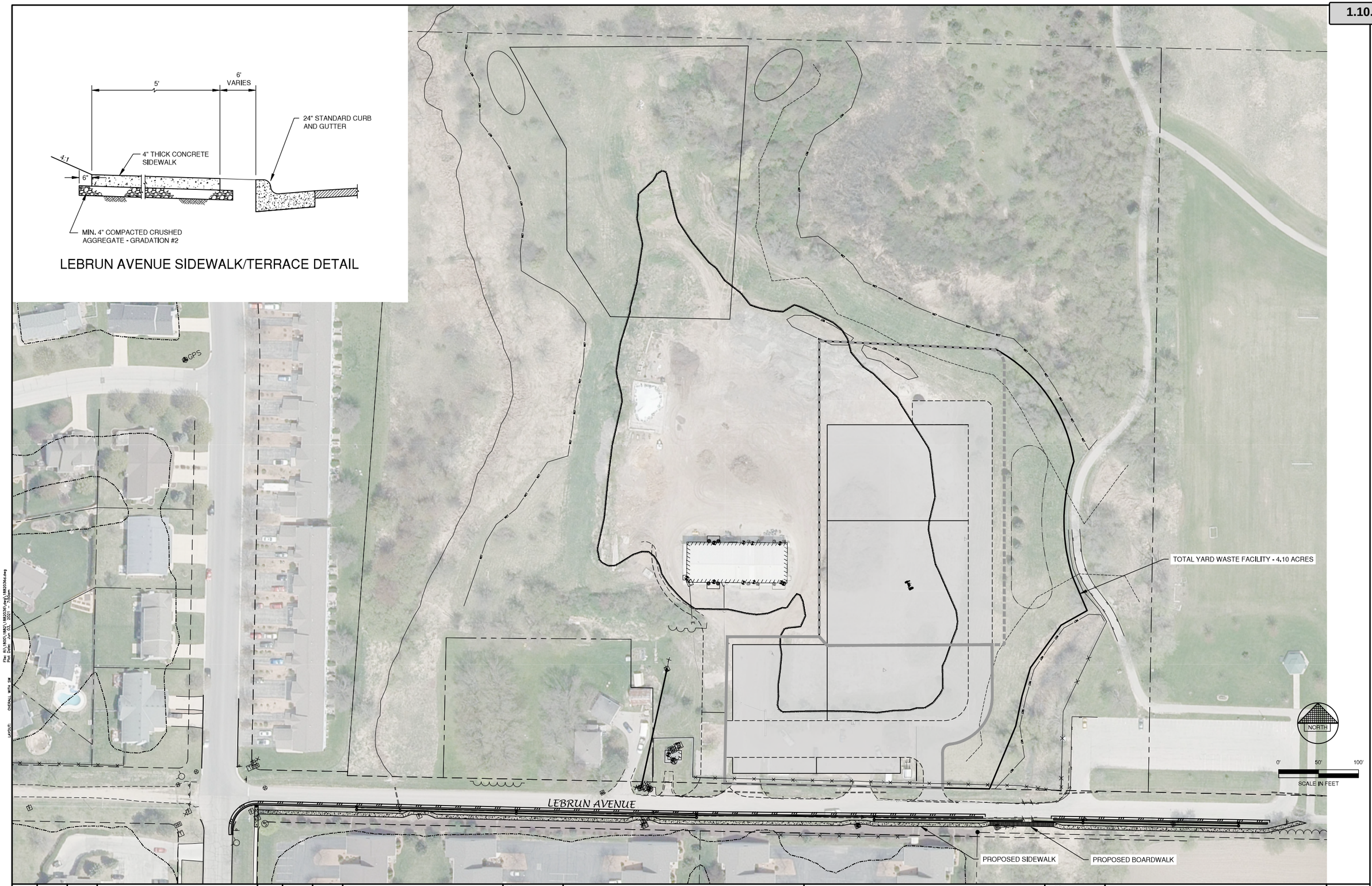
SITE LAYOUT DETAILS

DATE 10/2020
FILE 1882036D
JOB NO. 1882037

Robert E. Lee & Associates, Inc.
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920-662-9641 www.releeinc.com

SHEET NO. 2

LEBRUN AVENUE SIDEWALK/TERRACE DETAIL



NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION

DRAWN BDR
CHECKED —
DESIGNED BDR

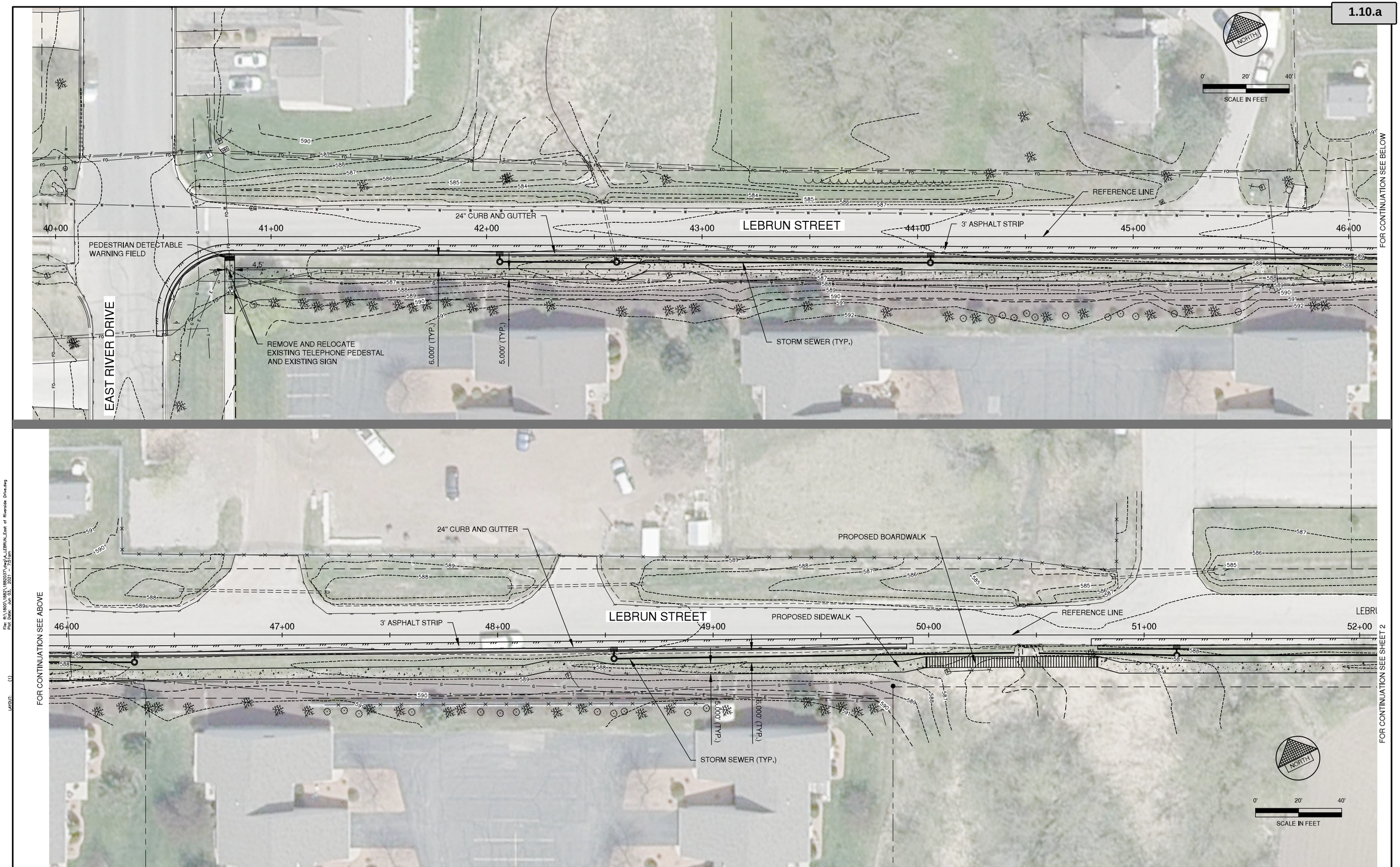
ALLOUEZ YARD WASTE FACILITY
809 LEBRUN STREET
VILLAGE OF ALLOUEZ
BROWN COUNTY, WISCONSIN

OVERALL DEVELOPMENT LAYOUT

DATE 10/2020
FILE 1882036D
JOB NO. 1882037

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SHEET NO. 3



File: (1)\1800\1882037\dwg\LEBRUN_East of Riverside Drive.dwg
Plot Date: Jun 03, 2021 - 7:53 am
LAYOUT: (1)

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION

DRAWN: HLR
CHECKED: ---
DESIGNED: ---

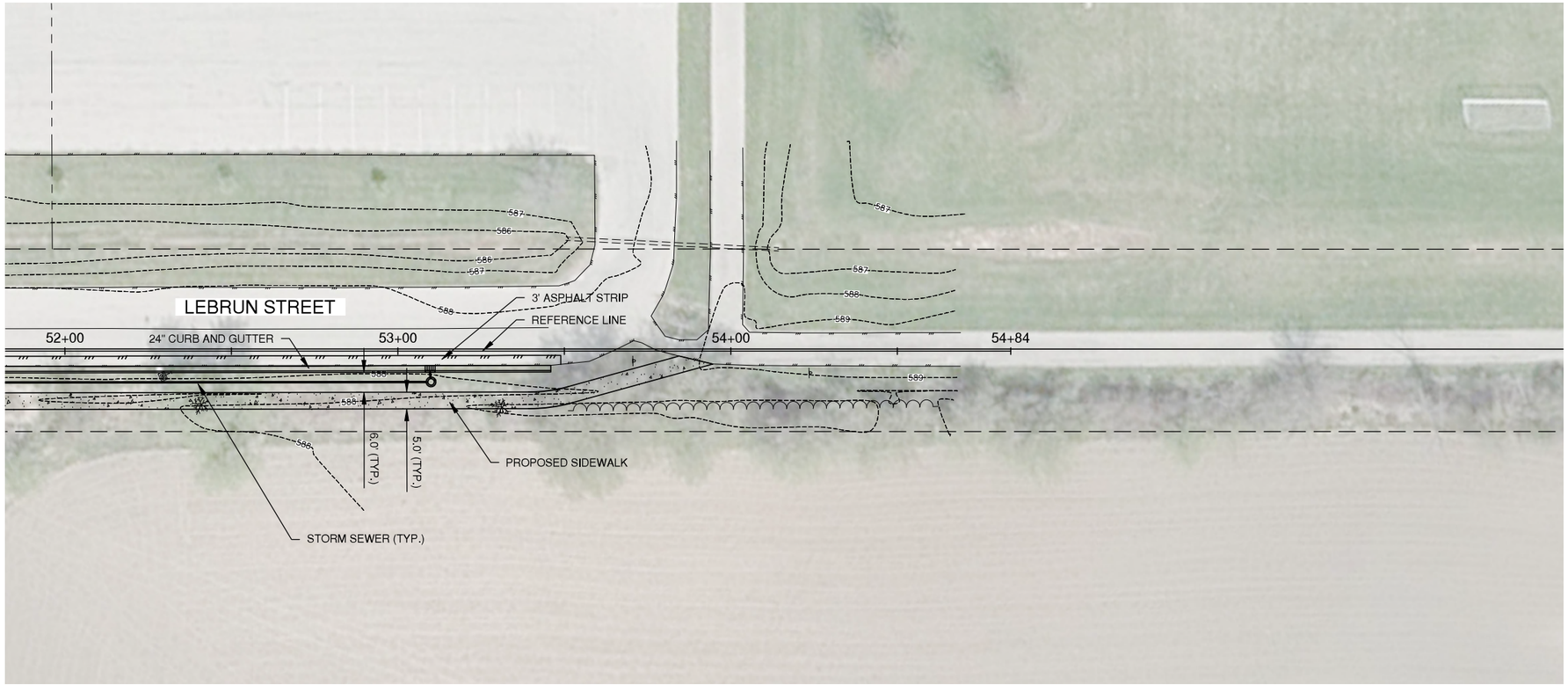
2020 STREET CONSTRUCTION
LEBRUN STREET
VILLAGE OF ALOUEZ
BROWN COUNTY, WISCONSIN

LEBRUN STREET
STA. 40+00 TO STA. 52+00

DATE: 09/2020
FILE: A_LEBRUN_EAST OF RIVERSIDE DRIVE
JOB NO.: 1882037

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HO
920-662-9641 www.releeinc.c

SHEET NO. 4





0' 20' 40'

SCALE IN FEET

File: R:\1882\1882037_dwg_LEBRUN_East of Riverside Drive.dwg
Plot Date: Jun 03, 2021 - 7:33am
LAYOUT: (2)

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION

DRAWN RLR
CHECKED ---
DESIGNED ---

2020 STREET CONSTRUCTION
LEBRUN STREET
VILLAGE OF ALOUEZ
BROWN COUNTY, WISCONSIN

LEBRUN STREET
STA. 52+00 TO STA. 54+84

DATE 09/2020
FILE A_LEBRUN_EAST OF RIVERSIDE DRIVE
JOB NO. 1882037

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HO
920-662-9641 www.releeinc.c

SHEET NO. 5

Robert E. Lee & Associates, Inc.
Engineering, Surveying and Environmental Services

OPINION OF PROBABLE COST
OWNER: Village of Allouez
PROJECT: Yard Waste Facility
DATE: 6/2/2021

Asphalt Option

Item		Unit	Qty.	Unit Price	Total Price
1	Topsoil Stripping and Unclassified Excavation	LS	1	$15,000.00	$15,000
2	Clearing and Grubbing	LS	1	$5,000.00	$5,000
3	Base Course, 15" Depth	SY	12,230	$10.00	$122,300
4	4" Asphalt Pavement	SY	12,230	$15.00	$183,450
5	Wet Detention Pond Excavation	CY	1,200	$35.00	$42,000
6	Erosion Control	LS	1	$5,000.00	$5,000
7	Fine Grading, Topsoil, Seeding, and Mulch	SY	6,410	$3.00	$19,230
8	Discharge Structure	EA	1	$4,000.00	$4,000
9	12" Storm Sewer	LF	500	$35.00	$17,500
10	12" Endwall with Rip Rap	EA	2	$350.00	$700
11	Storm Inlet	EA	2	$3,000.00	$6,000
12	Storm Manhole	VF	5	$600.00	$3,000
13	2' x 2' x 6' Jersey Block Barrier	EA	460	$25.00	$11,500
14	Gates	EA	3	$2,500.00	$7,500
15	Lighting & Cameras	LS	1	$20,000.00	$20,000
16	8' Fence (Black Coated)	LF	1,760	$40.00	$70,400
	TOTAL CONSTRUCTION				**$532,580**
	Engineering/Contingency (20%)				**$106,516**
	TOTAL				**$639,096**

Gravel Mitigation Area

Item		Unit	Qty.	Unit Price	Total Price
1	Topsoil Stripping and Unclassified Excavation	LS	1	$15,000.00	$15,000
2	Clearing and Grubbing	LS	1	$10,000.00	$10,000
3	Gravel Pavement, 18" Depth	SY	8,373	$15.00	$125,595
4	Wet Detention Pond Excavation	CY	1,000	$35.00	$35,000
5	Erosion Control	LS	1	$5,000.00	$5,000
6	Fine Grading, Topsoil, Seeding, and Mulch	SY	5,000	$3.00	$15,000
7	Discharge Structure	EA	2	$4,000.00	$8,000
8	12" Storm Sewer	LF	100	$35.00	$3,500
9	12" Endwall with Rip Rap	EA	2	$350.00	$700
	TOTAL CONSTRUCTION				**$217,795**
	Engineering/Contingency (20%)				**$43,559**
	TOTAL				**$261,354**

Sidewalk Construction

Item		Unit	Qty.	Unit Price	Total Price
1	Topsoil Stripping and Unclassified Excavation	LS	1	$10,000.00	$10,000
2	Clearing and Grubbing	LS	1	$3,750.00	$3,750
3	Crushed Aggregate Base Course, Gradation No. 3, 4" Depth	SY	700	$3.50	$2,450
4	4" Concrete Sidewalk	SF	6,200	$7.00	$43,400
5	Concrete Sidewalk, Pedestrian Warning Fields	SF	8	$35.00	$280
6	Erosion Control	LS	1	$2,000.00	$2,000
7	Fine Grading, Topsoil, Seeding, and Mulch	SY	550	$3.00	$1,650
8	18" Storm Sewer	LF	900	$40.00	$36,000
9	18" Endwalls	EA	2	$500.00	$1,000
10	Storm Inlet	EA	6	$2,800.00	$16,800
11	48" Dia. Manhole	VF	35	$530.00	$18,550
12	Boardwalk	LS	1	$30,000.00	$30,000
13	24" Curb and Gutter	LF	1,250	$12.00	$15,000
14	3" Asphalt Pavement	SY	425	$13.00	$5,525
15	Existing Utility Relocation	LS	1	TBD	TBD
	TOTAL CONSTRUCTION				**$186,405**
	Engineering/Contingency (20%)				**$37,281**
	TOTAL				**$223,686**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Consideration and possible action on request of Alderperson Ledvina that City staff research alternative yard waste sites apart from joint yard waste site with Allouez.**

City of De Pere, Wisconsin

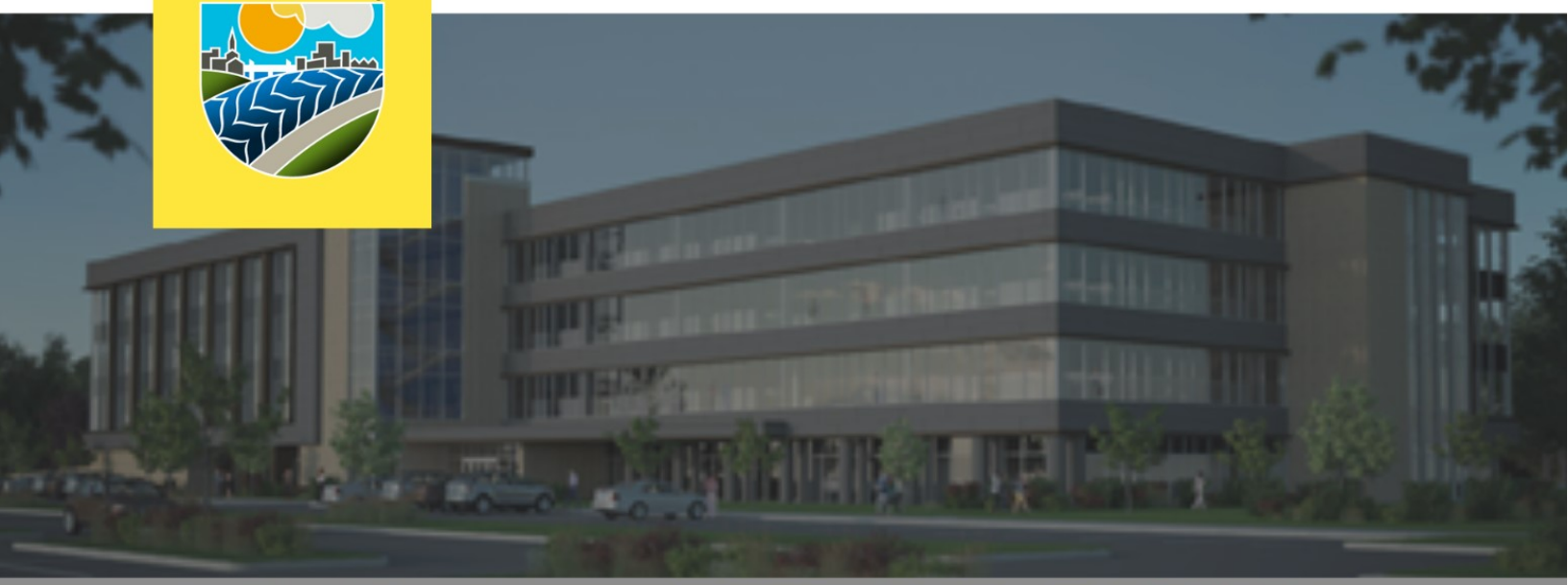
Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action Regarding Review of the 2020 Annual Tax Incremental Financing Districts Report for the City of De Pere.**

At the July 13, 2021 meeting of the Finance and Personnel Committee staff verbally and visually presented the 2020 Annual Reports for Tax Increment Districts No. 6 to No. 16. The Committee heard and asked questions regarding the recent spending, future projections and project. The attached document represents the written report. The Finance and Personnel Committee informally accepted the report and is in support of presenting the document to the Common Council at the July 20, 2021 meeting and the Joint Review Boards at the scheduled August 20, 2021 meeting.

ATTACHMENTS:

- 2021 Annual Report 07142021(PDF)



CITY OF DE PERE

TAX INCREMENT FINANCING DISTRICTS

2020 ANNUAL REPORT



JULY 13, 2021: FINANCE & PERSONNEL COMMITTEE
JULY 20, 2021: COMMON COUNCIL
AUGUST 20, 2021: JOINT REVIEW BOARDS

REPORT DRAFT: JULY 2021
PREPARED BY: DEVELOPMENT SERVICES DEPARTMENT

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City of De Pere
Tax Increment Financing Districts
2020 Annual Report
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3. TID Revenue Implication and Calculation Assumptions	02
4. Tax Increment Financing District Extension Types and Descriptions	04

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B. Tax Increment District No. 6	W-03
C. Tax Increment District No. 8	W-05
D. Tax Increment District No. 9	W-09
E. Tax Increment District No. 11	W-13
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E. Tax Increment District No. 17	E-17

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1) Intent of Annual Report

This report summarizes the financial expenditures of the Tax Increment Districts (TID) No. 5 to No. 17 in the City of De Pere (herein referred to as "City"). The City has a history of responsible Tax Increment Financing (TIF) usage to encourage the redevelopment of underutilized commercial areas. Funds used in the existing districts enabled the City to conduct infrastructure upgrades and provide incentives to developers to offset the challenges of redevelopment. This report summarizes the activities from January 1, 2020 to December 31, 2020.

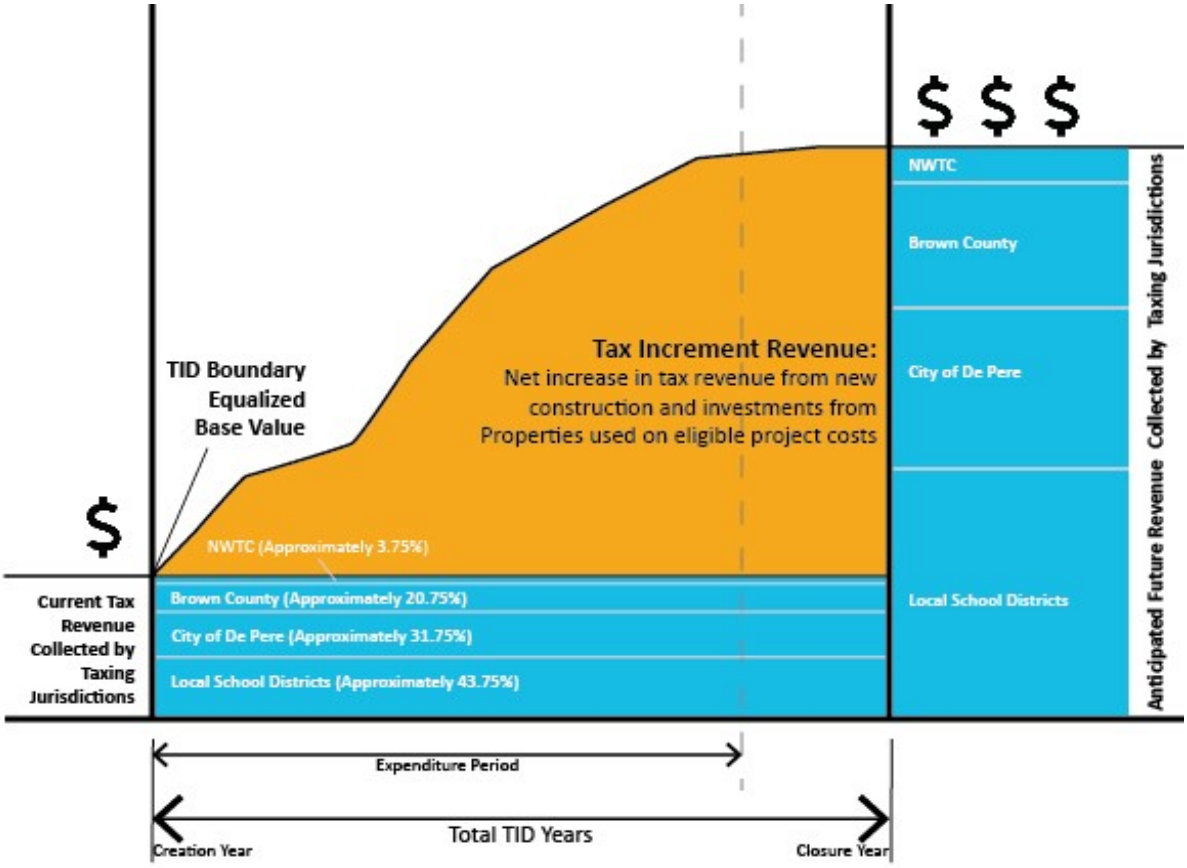
2) Tax Increment Financing Introduction

Tax Increment Financing (TIF) is a method of public finance often used by municipalities across the United States to subsidize redevelopment, infrastructure, and other community growth projects. The Wisconsin legislature passed the first TIF law in 1975, and municipalities across the state have used the mechanism to make improvements to specified TIDs. TIF helps to promote local tax base expansion by using property tax revenues to fund site improvements to attract new development, industry, rehabilitation/conservation projects, mixed-use development, blight elimination, and environmental remediation. During the development period, tax bases for the entities in question remain static at pre-development levels, while property taxes continue to be paid. The taxes derived from increases in property value within the TIDs (the tax increment) are diverted into a special fund at the City to pay for the costs of this redevelopment. Generally, the City will borrow funds to pay for initial development costs and use tax increments to retire debt. The City works with developers and property owners to provide infrastructure improvements and incentives for development. Public infrastructure and property improvements will be financed by a combination of TIF increments and debt financing.

The State of Wisconsin classifies City TIDs into several categories: rehabilitation, blight removal, industrial, mixed-use, and environmental remediation districts. Tax Increment Districts terminate once either all costs are paid through increment financing or the mandated termination date passes. Upon termination, the taxing jurisdictions within the TID share in the post-TIF tax revenue generated through improvements during the TID's lifetime.

See Figure 1 for a diagram/example of a TID lifespan and process.

Figure 1: Example TID Lifespan









TID Eligible Project Costs

Wisconsin statutes outline the eligible project costs including public works and infrastructure improvements; utility services; real property assembly costs; the clearing and grading of land; construction, repair, remodeling, reconstruction or demolition of buildings and structures; professional services; administrative and organizational costs; relocation costs; cash grants covered by a developer agreement; loans or contribution of funds in furtherance of urban redevelopment; environmental remediation; financing costs and other payments made in the discretion of the local legislative body.

City of De Pere TID Objectives

The City uses tax increment financing to accomplish these major objectives:

- Attract and expand new and existing services, developments and employers.
- Increase the City's property tax base and maintain tax base diversity.
- Expand the economy to create more living-wage jobs.
- Conduct environmental remediation and provide clean land and sites for uses that achieve the City's redevelopment objectives.
- Eliminate blight influences.
- Support neighborhoods by encouraging residential growth and retail services.
- Support downtown redevelopment efforts that enhance and preserve the character and amenities.
- Maintain and improve the City's public infrastructure.

3. TID Revenue Impacts and Calculation Assumptions

TID Borrowing

As of December 31, 2020, the City had $21,389,790 in outstanding borrowing (principal and interest) among the 12 active TIDs. The west side TIDs account for $13,538,680 in outstanding borrowing (principal and interest). The east side TIDs account for $7,851,110 in outstanding borrowing (principal and interest). See Figure 2 for existing borrowing.

Figure 2: Existing TID Borrowing

Existing Tax Increment District Borrowing															
	TID 5	TID 6	TID 7	TID 8	TID 9	TID 10	TID 11	TID 12	TID 13	TID 14	TID 15	TID 16	TID 17
2021	$ 5,063	$ 334,541	$ 220,437	$ 317,535	$ 123,097	$ 527,604	$ 292,845	$ 53,863	$ 136,825	$ 92,274	$ -	$ -	$ -
2022	$ -	$ 324,650	$ 216,285	$ 415,360	$ 155,993	$ 505,413	$ 259,075	$ 42,463	$ 185,575	$ 152,750	$ -	$ -	$ -
2023	$ -	$ 316,636	$ 206,610	$ 414,359	$ 163,090	$ 508,355	$ 248,780	$ 41,363	$ 236,825	$ 156,108	$ -	$ -	$ -
2024	$ -	$ 316,254	$ 172,110	$ 419,747	$ 129,885	$ 485,553	$ 243,648	$ 45,263	$ 255,325	$ 154,255	$ -	$ -	$ -
2025	$ -	$ 191,520	$ 168,710	$ 419,241	$ 132,788	$ 486,203	$ 252,700	$ 43,763	$ 277,575	$ 152,305	$ -	$ -	$ -
2026	$ -	$ 114,400	$ 140,175	$ 441,101	$ 130,293	$ 491,213	$ 251,188	$ 47,263	$ 303,325	$ 155,258	$ -	$ -	$ -
2027	$ -	$ -	$ 32,050	$ 436,933	$ 127,723	$ 425,530	$ 249,453	$ 45,513	$ 322,325	$ 262,958	$ -	$ -	$ -
2028	$ -	$ -	$ 36,350	$ 372,144	$ 130,178	$ 429,858	$ 248,895	$ 44,313	$ 344,825	$ 267,775	$ -	$ -	$ -
2029	$ -	$ -	$ 35,800	$ 312,913	$ 127,283	$ 428,560	$ 249,208	$ 43,113	$ 361,425	$ 267,090	$ -	$ -	$ -
2030	$ -	$ -	$ 25,250	$ -	$ 89,245	$ 246,858	$ 149,348	$ 16,913	$ 377,275	$ 70,980	$ -	$ -	$ -
2031	$ -	$ -	$ -	$ -	$ 51,950	$ 165,238	$ 27,438	$ 16,463	$ 392,375	$ -	$ -	$ -	$ -
2032	$ -	$ -	$ -	$ -	$ -	$ 165,200	$ 26,625	$ 15,975	$ 405,838	$ -	$ -	$ -	$ -
2033	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,813	$ 15,488	$ 428,488	$ -	$ -	$ -	$ -
2034	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2035	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2036	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Assessed Value Calculations:

The City conducts annual property assessment updates to ensure the property assessment ratio is as close to 100% as possible. The further away, either positive or negative, the assessment ratio is away from 100% the greater the property is under-assessed (typically 85 to 100%) or over-assessed (100- to 115%). Per our assessment ratios, De Pere properties are slightly under-assessed compared to the market value. That is typically the case in desirable communities where property sales can outpace assessment updates. See Figure 3 for a history of recent De Pere assessment ratios.

Mill Rate Implications:

On March 24, 2014, the Wisconsin Legislature approved ACT 145 which shifted a portion of the funding for technical colleges from property taxes to state aids. This shift reduced the tech college tax rate by an average of $0.89/$1,000 of valuation ($0.88014/$1,000 in Brown County). On March 3, 2016, the Wisconsin Legislature approved ACT 254 which allows municipalities to amend their Project Plan to request a three-year extension to a TIDs life if tax increments were reduced by ACT 145 above and the community was no longer able to complete their total project plan. As shown on the table to the right, the increased state funding to technical colleges lowered the mill rate for NWTC and impacted the TID increment for TIDs 5, 6, 7, 8, 9, and 10. See Figure 2 for the Mill Rate Analysis.

The annual impact of ACT 145 to the City TIDs is a loss of approximately $582,000 over the life of the TIDs, based on current and projected values.

- TID No. 7: $135,000
- TID No. 8: $122,000
- TID No. 9: $201,000
- TID No. 10: $124,000

TID No. 11 and newer were created after ACT 145. See Figure 4 for an analysis of the changes to the NWTC Mill rate resulting from Act 145.

Overlaying Taxing Jurisdictions

Additionally, regarding east side TIDs, a large reduction in the overlaying jurisdictional tax rates negatively impacted TIDs No. 7, 10, and 14. Specifically, the East De Pere properties saw a combined 18.75% reduction in mill rates over the past two years. See figure 5: for an annual comparison of municipal mill rate.

Figure 3: Assessment Ratio History

De Pere Assessment Ratio History

Assessment Year	Ratio
2015	0.9787
2016	0.9925
2017	0.9545
2018	0.9819
2019	0.9907
2020	0.9672
2021	Pending

Figure 4: Technical College Mill Rate Analysis

NWTC Mill Rate Analysis

Budget Year	Mill Rate	% Change
2007-2008	1.46350	
2008-2009	1.48041	1.16%
2009-2010	1.53813	3.90%
2010-2011	1.61329	4.89%
2011-2012	1.60764	-0.35%
2012-2013	1.65679	3.06%
2013-2014	1.66523	0.51%
2014-2015	0.78509	-52.85%
2015-2016	0.77801	-0.90%
2016-2017	0.84051	8.03%
2017-2018	0.83810	-0.29%
2018-2019	0.82443	-1.63%
2019-2020	0.81091	-1.64%
2020-2021	0.82225	1.40%
Impact of Act 145 (2020-21 vs 2013-14)		-50.62%

Source: NWTC Annual Budget Documents

Figure 5: De Pere Annual Mill Rate Comparison

De Pere Net Mill Rate

Year	West Mill Rate	% Change	East Mill Rate	% Change
2018	$0.009636335		$0.021842501	
2019	$0.009646534	0.11%	$0.020074107	-8.10%
2020	$0.009640619	-0.06%	$0.017735858	-11.65%
2021	Pending		Pending	-

4. Tax Increment Financing District Extension Types and Descriptions

Tax Incremental District (TID) – Extension Types			
	Standard	**Technical College**	**Affordable Housing**
Purpose	• Allows additional time to pay incurred project costs • Extension does not change the expenditure period	• Allows additional time to pay incurred project costs for TIDs 2013 Act 145 • Extension does not change the expenditure period	Allows use of a final increment for affordable housing: • At least 75 percent of the final increment must benefit affordable housing* in the municipality; remaining portion must be used to improve housing in the municipality • Resolution must specify how the municipality will improve housing stock
Number of additional years allowed	**4 years** *(municipal resolution adopted 10/1/95 - 9/30/04)* • Blight • Rehabilitation/Conservation **3 years** *(municipal resolution adopted after 10/1/04)* • Blight • Rehabilitation/Conservation • Industrial • Mixed-use *(municipal resolution adopted after 11/29/17)* • Environmental Remediation	**3 years**	**1 year**
Availability	TIDs listed above created under 66.1105, Wis. Stats.	Any TID created under 66.1105, Wis. Stats. with a municipal resolution before 10/1/14	Any TID created under 66.1105, Wis. Stats.
Exclusions	• TID with municipal resolution adopted before 10/1/95 • Industrial TID with municipal resolution adopted 10/1/95 - 9/30/04 • Town TID created under 60.85, Wis. Stats. • Environmental Remediation TID created under 66.1106 Wis. Stats. on or before 11/29/17 • Any **donor** Industrial or Mixed-use TID with municipal resolution adopted after 10/1/04	• TID with municipal resolution adopted after 9/30/14 under 66.1105, Wis. Stats. • Town TID created under 60.85, Wis. Stats. • Environmental Remediation TID	• Town TID created under 60.85, Wis. Stats. • Environmental Remediation TID with municipal resolution adopted on or before 11/29/17 under 66.1106, Wis. Stats.
Required resolution**	Joint Review Board (JRB)	JRB	Municipal
Information for resolution approval	• Documents show the TID cannot repay project costs within its maximum life • If an independent audit is provided, the JRB must approve the extension	• Documents show the TID increments were negatively impacted by 2013 Act 145 • If an independent audit is provided, the JRB must approve the extension	Documents show the TID has paid all its project costs
Law reference	66.1105(7)(am)1, 2, 3	66.1105(7)(am)4	66.1105(6)(g)

Affordable housing means housing that costs no more than 30 percent of the household's gross monthly income

****Email a copy of the adopted JRB resolution to tif@wisconsin.gov.** *For additional information or comments, visit the Municipal Tax Incremental Finance (TIF) Extensions web page.*

City of De Pere

Tax Increment Financing Districts

2020 Year-End Annual Report

West Side



DE PERE

RUNS DEEPER

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5.A. Tax Increment District No. 5

Introduction

The City created TIF District No. 5 for the purpose of promoting the orderly development of the City; however, the specific purpose of TID No. 5 was to finance the acquisition/demolition of private property and the construction of infrastructure and improvements necessary for the commercial growth and redevelopment of the west side central business district of the City. The primary objective of the TID was to eliminate obsolete, deteriorated buildings, blighting influences and environmental deficiencies which detract from the functional unity, aesthetic appearance, and economic welfare of this neighborhood and to prevent the recurrence of blight and blighting conditions.

TID Type:	Blight Elimination
Creation Date:	8/27/1996
Maximum Expenditure Period:	8/27/2019
Termination Date:	8/27/2023
Extension (Yes/No):	No

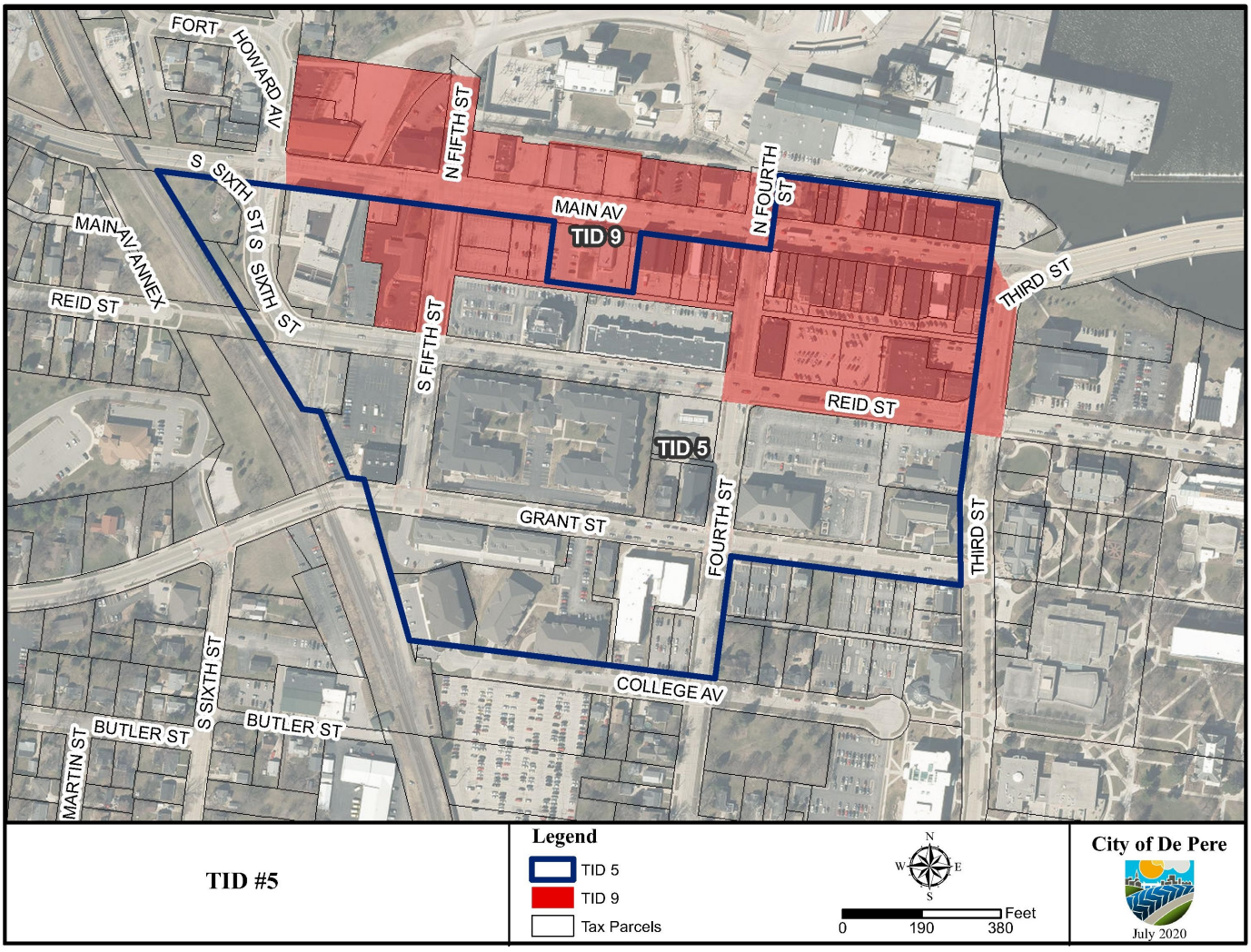
Statement of Change

1996 TID Base Value:	$11,540,700
2019 TID Total Value (previous):	$46,212,000
2020 TID Total Value (current):	$46,600,400
Total TID Increment:	$35,059,700
2019 to 2020 Increment Growth:	$388,400
Prior Year Corrections:	$327,500
Actual Year Over Growth:	$60,900
Percent Increment Growth:	1%

Reasons for Growth:

- Property value appreciation
- Existing building improvements

TID No. 9 Frozen Overlap Value:	$10,673,500



5.A. Tax Increment District No. 5

TID No. 5 Projections and Changes since 2019.

TID No. 5 received $1,000,000 in transfer funds from TID No. 6 to ensure TID No. 5 closed in 2021. Those funds were not needed and therefore those funds are to be returned to TID No. 6 in 2021.

Life After TID No. 5

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 5 closure would be approximately $731,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. Therefore, for this analysis, since the City currently has a 30.54% share the City could allocate 15.27% towards a level limit increase. That would add nearly $111,000 to the annual tax collections for the City. A detailed summary of TID No. 5 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below.

Recommendations:

Staff recommends the following TID actions:

- Conduct the final audit within 12 months of termination – this audit accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions.

Analysis of Impact on Overlying Jurisdictions

TID No. 5

Taxing Jurisdiction	2020 Tax Increment Worksheet Interim Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
School District	$0.009640619	46.22%	$111,259	$449,257	$337,997	
Tech. College	$0.000795339	3.81%	$9,179	$37,063	$27,884	
County	$0.004049804	19.42%	$46,738	$188,722	$141,985	
Local (50%)	$0.006370219	30.54%	$73,517	$296,855	$223,338	$111,669
Total	$0.020855981	**100.0%**	**$240,693**	**$971,897**	**$731,204**	**$111,669**

5.B. Tax Increment District No. 6

Introduction

The City created TIF District No.6 for promoting the orderly development of the City; however, the specific public purpose for TID No. 6 was to finance the construction of public improvements necessary for the growth and expansion of the City's West Business Park. The De Pere West Business Park was created in 1982 and continues to be very successful in attracting a new tax base and employment to the City. At the time of creation, the City had approximately 30-acres of land available for sale in the Business Park and needed to continue to expand. The TID was created in 1998 and amended on August 21, 2007, November 17, 2009, and September 20, 2011 to include need sites and projects.

TID Type:	Industrial after 10/1/1995
Creation Date:	3/3/1998
Maximum Expenditure Period	3/3/2016
Termination Date:	3/3/2021
Extension (Yes/No):	Yes, Affordable Housing

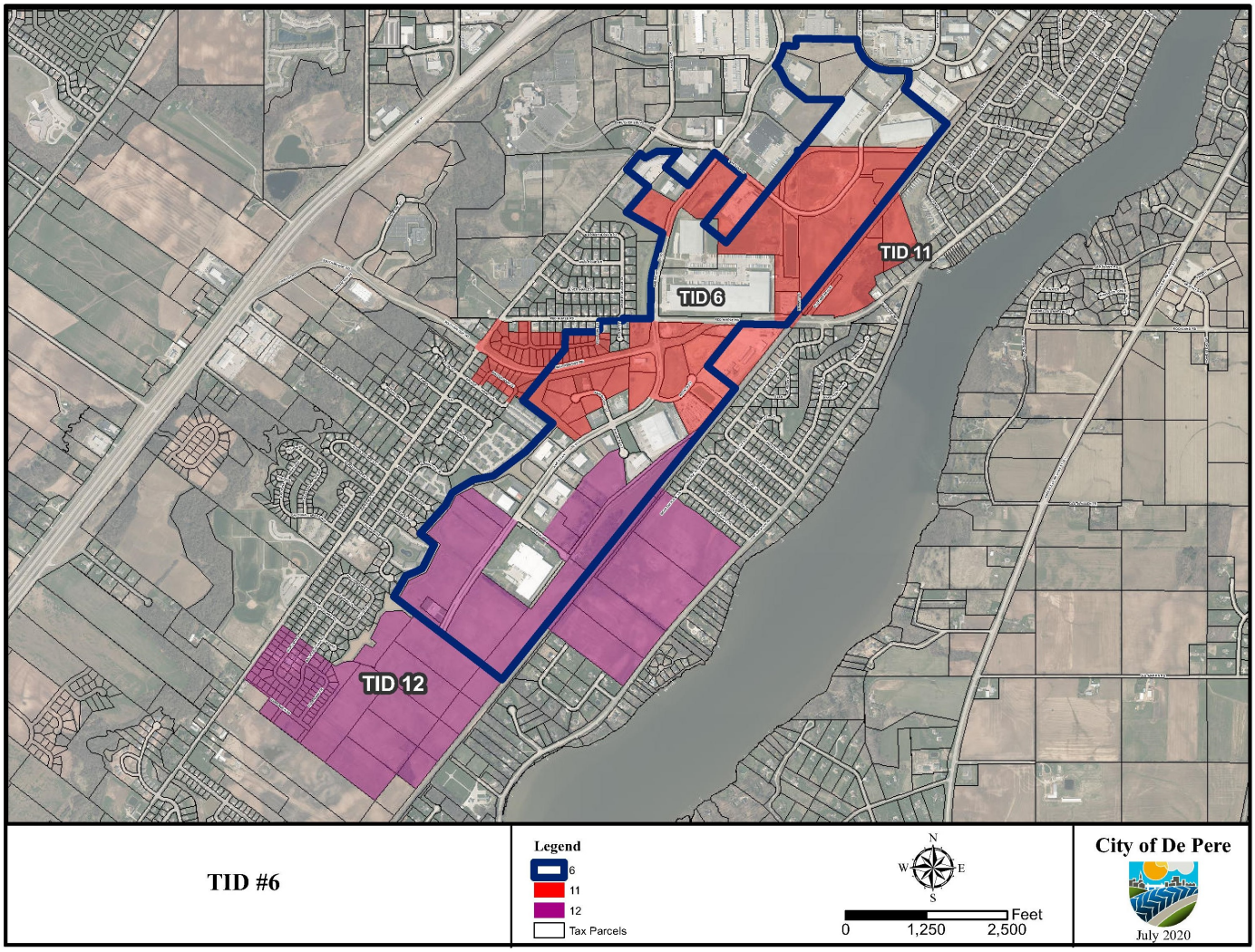
Statement of Change

1998 TID Base Value:	$7,042,900
2019 TID Total Value (previous):	$94,872,200
2020 TID Total Value (current):	$100,128,100
Total TID Increment:	$93,085,200
2019 to 2020 Increment Growth:	$5,255,900
Prior Year Corrections:	$508,600
Actual Year Over Growth:	$4,747,300
Percent Increment Growth:	6%

Reasons for Growth:

- Property value appreciation
- Existing building improvements to building outside TID No. 11 and No. 12

TID No. 11 and 12 Frozen Overlap Value/: $4,565,100



5.B. Tax Increment District No. 6

TID No. 6 Remaining Development Opportunities

TID No. 5 received $1,000,000 in transfer funds from TID No. 6 to ensure TID No. 5 closed in 2021. Those funds were not needed and therefore those funds are to be returned to TID No. 6 in 2021. The TID is set to close by March 2022.

Life After TID No. 6

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 6 closure would be approximately $1,940,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. Therefore, for this analysis, since the City currently has a 30.54% share the City could allocate 15.27% towards a level limit increase. That would add nearly $296,000 to the annual tax collections for the City. A detailed summary of TID No. 6 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below.

Recommendations:

Staff recommends the following TID actions:

- Conduct the final audit within 12 months of termination – this audit accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions.

Analysis of Impact on Overlying Jurisdictions

TID No. 6

Taxing Jurisdiction	2020 Tax Increment Worksheet Interim Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
School District	$0.009640619	46.22%	$67,898	$965,297	$897,399	
Tech. College	$0.000795339	3.81%	$5,601	$79,636	$74,034	
County	$0.004049804	19.42%	$28,522	$405,499	$376,977	
Local (50%)	$0.006370219	30.54%	$44,865	$637,838	$592,973	$296,487
Total	$0.020855981	**100.0%**	**$146,887**	**$2,088,270**	**$1,941,383**	**$296,487**

5.C. Tax Increment District No. 8

Introduction

The City created TIF District No. 8 to promote industrial development. TID No. 8 was designated as the primary public financing tool for the development of the Southbridge Business Park. The original boundary was created 56 acres in size. Amendment No. 1 added approximately 145 acres and included additional project costs to the project plan.

TID Type:	Mixed-use
Creation Date:	8/21/2007
Maximum Expenditure Period:	8/21/2022
Termination Date:	8/21/2027
Extension (Yes/No):	No

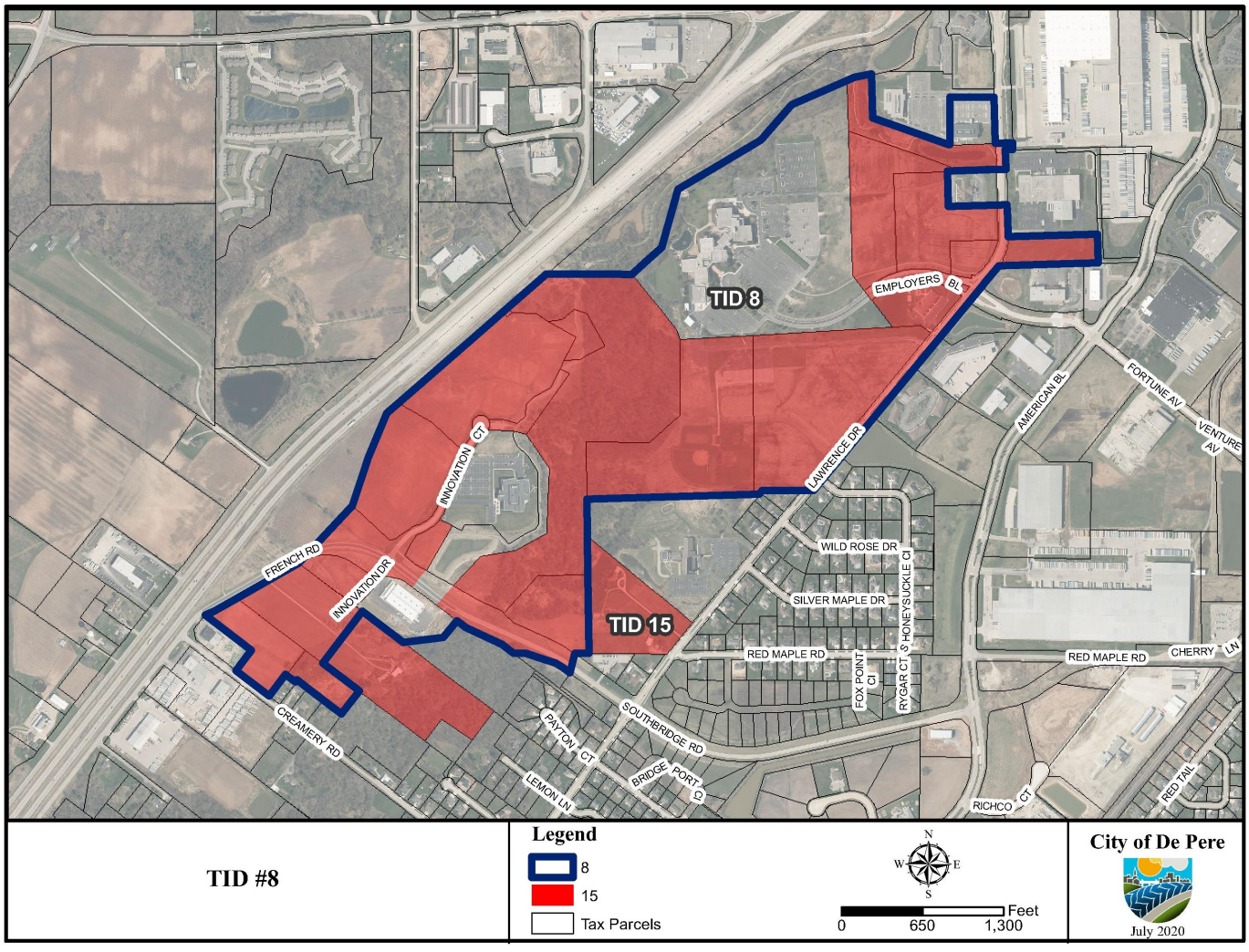
Statement of Change

2007 TID Base Value:	$36,633,200
2019 TID Total Value (previous):	$50,891,500
2020 TID Total Value (current):	$63,658,300
Total TID Increment:	$27,025,100
2019 to 2020 Increment Growth:	$12,766,800
Prior Year Corrections:	$440,500
Actual Year Over Growth:	$12,326,300
Percent Increment Growth:	6%

Reasons for Growth:

- Property value appreciation
- Existing building improvements

TID No. 15 Frozen Overlap Value: $0
(frozen value expected in 2021 Statement of Change Report)



5.C. Tax Increment District No. 8

TID No. 8 Projections and Changes since 2019.

The State and the City assessor reported an additional $12,000,000 in increment per the DOR statement of Change Reports; however, staff indicates that could be an error and will work with the Assessor to confirm if the statement of change was correct.

TID No. 8 Remaining Development Opportunities

TID No. 8 was overlaid by TID No. 15 in 2020 and therefore does not have any remaining development opportunities. The City assumed nominal property appreciation for projecting future revenues to pay off the existing debt. Since no additional projects are expected to be constructed at the time of this report, the projected revenues for TID No. 8 should remain relatively stable over the next few years and would only change with property value depreciation or appreciation or changes in the mill rate. The TID is projected to end with approximately $420,000 in surplus with the following assumptions:

1. Approximately $3,200,000 in remaining borrowing;
2. Property values appreciate at 0.5% per year;
3. The current mill rate appreciate at 0.5 % per year;
4. Additional annual state computer aid/grants; and
5. Final year taxes collected in 2027.

Life After TID No. 8

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 8 closure would be approximately $322,300. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. Therefore, for this analysis, since the City currently has a 30.54% share the City could allocate 15.27% towards a level limit increase. That would add nearly $50,000 to the annual tax collections for the City. A detailed summary of TID No. 8 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the 2020 mill rate and not the anticipated mill rate at the end of the TID life.

Recommendations:

1. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments before the TID closure.
2. Conduct the required periodic audit and use the results to utilize the standard or three–year technical college extensions.
3. Conduct end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.
4. If necessary, utilize the standard three-year extension.
5. Utilize the affordable house extension to seed fund the affordable housing programs.
6. Conduct the final audit within 12 months of termination – this audit accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt before the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 8

Taxing Jurisdiction	2020 Tax Increment Worksheet Interim Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
School District	$0.009640619	46.22%	$353,167	$502,149	$148,982	
Tech. College	$0.000795339	3.81%	$29,136	$41,427	$12,291	
County	$0.004049804	19.42%	$148,357	$210,941	$62,584	
Local (50%)	$0.006370219	30.54%	$233,362	$331,804	$98,443	$49,221
Total	$0.020855981	**100.0%**	**$764,021**	**$1,086,322**	**$322,300**	**$49,221**

TID No. 8 Tax Increment ProForma

City of De Pere
TID No. 8
6/30/2021

Assumptions			
TID Creation Date	**8/21/07**	Equalized Base Value	$ 36,633,200
Valuation Date	**1/1/07**	Projected Tax Rate	0.01999
Last Expenditure Year	**2022**	Annual Change in Tax Rate	0.50%
Termination Year	**2027**	Property Appreciation Rate	0.50%
TID Category	Mixed-Use	Construction Inflation Rate	0.00%

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
					Construction	Land					
2007	2008	2009	36,633,200	0	0	0	36,633,200	0	Per City	$0	2009
2008	2009	2010	36,633,200	0	0	0	36,633,200	0	Per City		2010
2009	2010	2011	36,633,200	0	0	0	36,633,200	0	Per City		2011
2010	2011	2012	36,633,200	0	0	0	36,633,200	0	Per City		2012
2011	2012	2013	36,633,200	0	0	0	36,633,200	0	Per City		2013
2012	2013	2014	36,633,200	0	0	0	36,633,200	0	Per City	$0	2014
2013	2014	2015	36,633,200	0	11,146,900	0	47,780,100	11,146,900	Per City	$221,328	2015
2014	2015	2016	47,780,100	0	(1,055,400)	0	46,724,700	10,091,500	Per City	$191,787	2016
2015	2016	2017	46,724,700	0	3,688,400	0	50,413,100	13,779,900	Per City	$253,857	2017
2016	2017	2018	50,413,100	0	(2,311,100)	0	48,102,000	11,468,800	Per City	$194,387	2018
2017	2018	2019	48,102,000	0	1,314,100	0	49,416,100	12,782,900	Per City	$293,367	2019
2018	2019	2020	49,416,100	0	883,600	0	50,299,700	13,666,500	0.019990	$305,352	2020
2019	2020	2021	50,299,700	0	0	0	50,299,700	13,666,500	0.020090	$306,879	2021
2020	2021	2022	50,299,700	251,499	0	0	50,551,199	13,917,999	0.020190	$308,414	2022
2021	2022	2023	50,551,199	252,756	0	0	50,803,954	14,170,754	0.020291	$309,956	2023
2022	2023	2024	50,803,954	254,020	0	0	51,057,974	14,424,774	0.020393	$311,505	2024
2023	2024	2025	51,057,974	255,290	0	0	51,313,264	14,680,064	0.020495	$313,063	2025
2024	2025	2026	51,313,264	256,566	0	0	51,569,830	14,936,630	0.020597	$314,628	2026
2025	2026	2027	51,569,830	257,849	0	0	51,827,680	15,194,480	0.020700	$316,201	2027
2026	2027	2028	51,827,680	259,138	0	0	52,086,818	15,453,618	0.020804	$317,782	2028
Total				**$1,787,118**	**$13,666,500**	**$0**	**$922,045,319**			**$3,958,507**	

Notes: Negative increments treated as zero TID revenue

Reported Value

TID No. 8 Tax Increment Cash Flow

City of De Pere

TID No. 8

6/30/2021

		Revenues					Expenses							
Year	Beginning Balance	Capital Interest & Debt Reserve	Tax Increment Revenue	Computer Aid/Grants	Bond Premium and Proceeds	General Fund Advance	Existing Debt Service Payments	Existing Captial Costs or Other Cost	Debt Issuance/ Debt Service	Development Grants	Land Purchase, Street Construction	Professional Services, Grants, Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
2007	0													
2008	0													
2009	0													
2010	0													
2011	0													
2012	0													
2013	0													
2014	0													
2015	0													
2016	0													
2017	0													
2018	0													
2019	0													820,713
2020	820,713	0	305,352	230,172	0	0	369,288	59,142	0	0	0	28,886	78,209	898,922
2021	898,922	0	306,879	200,000	0	0	317,535	0	0	0	0	45,000	144,344	1,043,266
2022	1,043,266	0	308,414	50,000	0	0	415,360	0	0	0	0	35,000	(91,946)	951,320
2023	951,320	0	309,956	50,000	0	0	414,359	0	0	0	0	35,000	(89,404)	861,917
2024	861,917	0	311,505	50,000	0	0	419,747	0	0	0	0	35,000	(93,241)	768,675
2025	768,675	0	313,063	50,000	0	0	419,241	0	0	0	0	35,000	(91,178)	677,497
2026	677,497	0	314,628	50,000	0	0	441,101	0	0	0	0	35,000	(111,473)	566,024
2027	566,024	0	316,201	50,000	0	0	436,933	0	0	0	0	35,000	(105,731)	460,293
2028	460,293	0	317,782	50,000	0	0	372,144	0	0	0	0	35,000	(39,361)	420,932
Total		0	2,498,429	550,000	0	0	3,236,419	0	0	0	0	290,000		

Other: 2021: Other Costs Brown County Southern Bridge Preliminary Planning ($50,000), Wayfinding Design ($9,142)

5.D. Tax Increment District No. 9

Introduction

The City created TIF District No. 9 to be the primary public financing tool for the redevelopment of the City's west downtown. Within the boundaries of this Tax Incremental District are buildings suitable for redevelopment and rehabilitation, including new development and public infrastructure improvements. The area is approximately 18 acres in size. The City anticipated facilitating the implementation of the Downtown Master Plan through the use of tax incremental revenues of the District. Moreover, the City would utilize the tax incremental revenues to implement street and alley improvements, façade grants, sidewalk, and utility improvements and provide cash grants to developers for the redevelopment of downtown parcels.

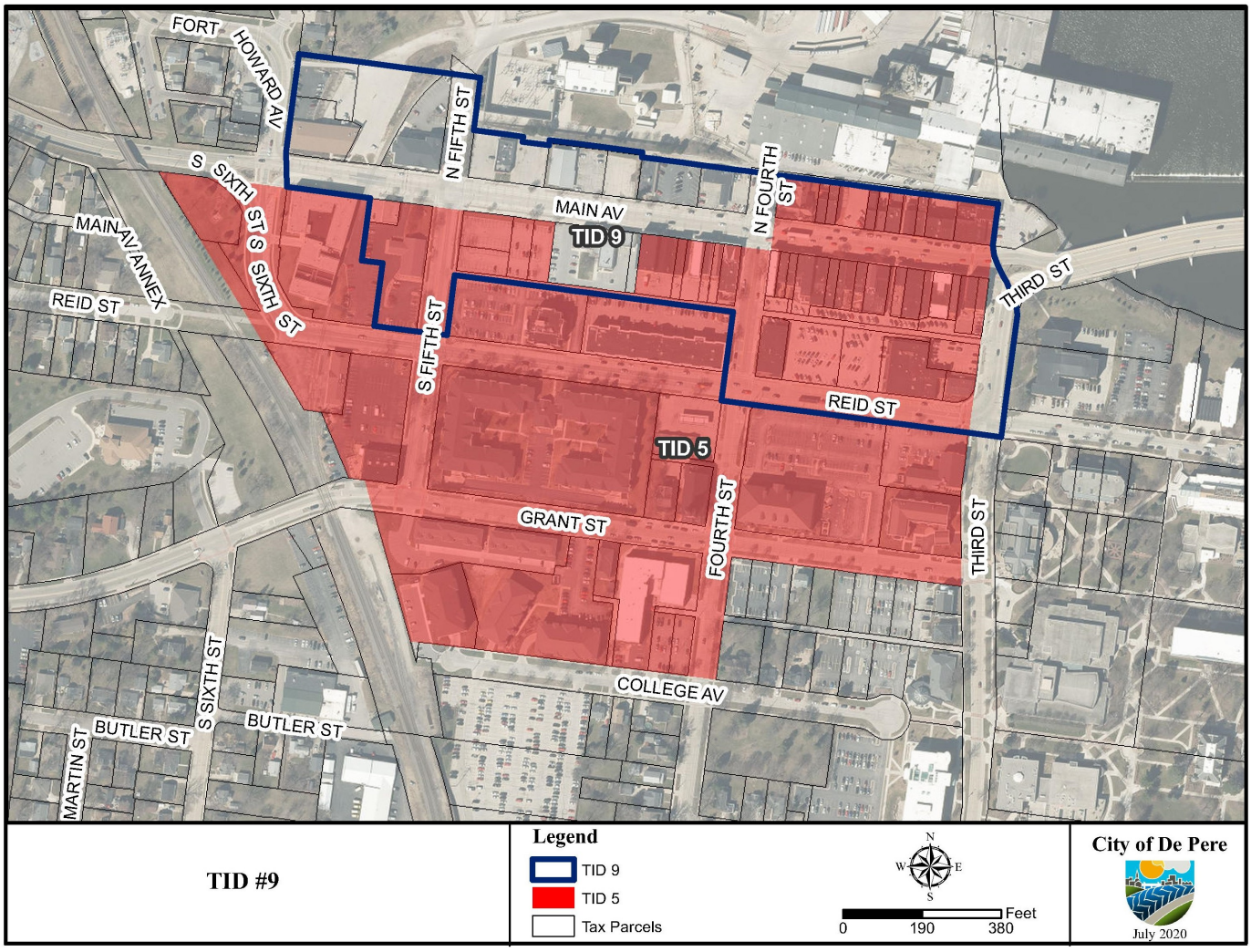
TID Type:	Industrial after 10/1/1995
Creation Date:	8/7/2012
Maximum Expenditure Period:	8/7/2034
Termination Date:	8/7/2039
Extension (Yes/No):	Not at this time, but likely necessary

Statement of Change

2012 TID Base Value:	$14,776,100
2019 TID Total Value (previous):	$16,681,800
2020 TID Total Value (current):	$16,904,200
Total TID Increment::	$2,128,100
2019 to 2020 Increment Growth:	$222,400
Prior Year Corrections:	$153,500
Actual Year Over Growth:	$68,700
Percent Increment Growth:	1%

Reasons for Growth:

- Property value appreciation
- Façade improvements



5.D. Tax Increment District No. 9

TID No. 9 Projections and Changes since 2019.

The TID experienced nominal growth from property value appreciation.

TID No. 9 Remaining Development Opportunities

There are several redevelopment opportunities in TID No. 9. The opportunities are as follows:

- Cobblestone Hotel (2021 groundbreaking)
- 360 Main Ave (2021 RFP)
- Chase Bank (2021/2022)
- North side of 400 Block of Main Ave (2024+)

These projects could generate an additional $8-9 million in increment value over the remaining life of the TID. Based on projected revenues and additional borrowings the TID is projected to end with approximately $219,000 in surplus with the following assumptions:

1. City to utilize the technical college or standard three-year extension;
2. Approximately $3,200,000 in remaining and planned borrowing;
3. Property values appreciate at 0.5% per year;
4. The current mill rate appreciate at 0.5 % per year;
5. Additional annual state computer aid/grants; and
6. Final year taxes collected in 2042.

Life After TID No. 9

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 9 closure would be approximately $302,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. Therefore, for this analysis, since the City currently has a 30.54% share the City could allocate 15.27% towards a level limit increase. That would add nearly $46,000 to the annual tax collections for the City. A detailed summary of TID No. 9 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff used the 2020 mill rate and not the anticipated mill rate at the end of the TID life.

Recommendations:

Staff recommends the following TID actions:

1. Conduct the required periodic audit and use the results to utilize the standard or three–year technical college extensions.
2. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID Closure.
3. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
4. Replace or supplement façade grant funding with annually matched dollars from business park donor TIDs or the General Fund.
5. Utilize more PAYGO development incentives to reduce City risk and borrowing.
6. Require guaranteed revenue vs guaranteed values in cash grant agreements.
7. Limit annual administration costs to those essential to managing the TID.
8. If necessary, utilize the standard three-year extension.
9. If necessary, technical college three-year extension.
10. Conduct end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.
11. Conduct the final audit within 12 months of termination – this audit accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 9

Taxing Jurisdiction	2020 Tax Increment Worksheet Interim Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
School District	$0.009640619	46.22%	$142,451	$282,247	$139,797	
Tech. College	$0.000795339	3.81%	$11,752	$23,285	$11,533	
County	$0.004049804	19.42%	$59,840	$118,566	$58,725	
Local (50%)	$0.006370219	30.54%	$94,127	$186,500	$92,373	$46,187
Total	$0.020855981	**100.0%**	**$308,170**	**$610,598**	**$302,428**	**$46,187**

TID No. 9 Tax Increment ProForma

Created/Revisec 6/30/2021

Assumptions

TID Creation Date	**8/7/12**	Equalized Base Value	$ 14,776,100
Valuation Date	**1/1/12**	Projected Tax Rate	0.01999
Last Expenditure Year	**1/1/2035**	Annual Change in Tax Rate	0.50%
Termination Year	**8/7/2039**	Property Appreciation Rate	0.50%
TID Category	Rehab/Cons	Construction Inflation Rate	1.00%

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
					Construction	Land					
2012	2013	2014								$0	2014
2013	2014	2015								$1,495	2015
2014	2015	2016								$38,732	2016
2015	2016	2017								$29,584	2017
2016	2017	2018								$73,316	2018
2017	2018	2019								$22,118	2019
2018	2019	2020								$35,056	2020
2019	2020	2021					16,681,800	1,905,700	0.019990	$38,095	2021
2020	2021	2022	16,681,800	222,400	0	0	16,904,200	2,128,100	0.020090	$42,753	2022
2021	2022	2023	16,904,200	84,521	2,500,000	0	19,488,721	4,712,621	0.020190	$95,150	2023
2022	2023	2024	19,488,721	97,444	2,500,000	0	22,086,165	7,310,065	0.020291	$148,331	2024
2023	2024	2025	22,086,165	110,431	0	0	22,196,595	7,420,495	0.020393	$151,325	2025
2024	2025	2026	22,196,595	110,983	1,500,000	0	23,807,578	9,031,478	0.020495	$185,098	2026
2025	2026	2027	23,807,578	119,038	0	0	23,926,616	9,150,516	0.020597	$188,475	2027
2026	2027	2028	23,926,616	119,633	1,500,000	0	25,546,249	10,770,149	0.020700	$222,945	2028
2027	2028	2029	25,546,249	127,731	0	0	25,673,981	10,897,881	0.020804	$226,717	2029
2028	2029	2030	25,673,981	128,370	1,500,000	0	27,302,351	12,526,251	0.020908	$261,896	2030
2029	2030	2031	27,302,351	136,512	0	0	27,438,862	12,662,762	0.021012	$266,074	2031
2030	2031	2032	27,438,862	137,194	0	0	27,576,057	12,799,957	0.021117	$270,301	2032
2031	2032	2033	27,576,057	137,880	0	0	27,713,937	12,937,837	0.021223	$274,579	2033
2032	2033	2034	27,713,937	138,570	0	0	27,852,507	13,076,407	0.021329	$278,907	2034
2033	2034	2035	27,852,507	139,263	0	0	27,991,769	13,215,669	0.021436	$283,287	2035
2034	2035	2036	27,991,769	139,959	0	0	28,131,728	13,355,628	0.021543	$287,719	2036
2035	2036	2037	28,131,728	140,659	0	0	28,272,387	13,496,287	0.021651	$292,203	2037
2036	2037	2038	28,272,387	141,362	0	0	28,413,749	13,637,649	0.021759	$296,739	2038
2037	2038	2039	28,413,749	142,069	0	0	28,555,817	13,779,717	0.021868	$301,330	2039
2038	2039	2040	28,555,817	142,779	0	0	28,698,596	13,922,496	0.021977	$305,974	2040
2039	2040	2041	28,698,596	143,493	0	0	28,842,089	14,065,989	0.022087	$310,674	2041
2040	2041	2042	28,842,089	144,210	0	0	28,986,300	14,210,200	0.022197	$315,428	2042
2041	2042	2043	28,986,300	144,931	0	0	29,131,231	14,355,131	0.022308	$320,238	2043
2042	2043	2044	29,131,231	145,656	0	0	29,276,887	14,500,787	0.022420	$325,105	2044
Total				**$3,095,087**	**$9,500,000**	**$0**				**$5,889,644**	

Notes:
Cobblestone Hotel ($5,000,000)
North Main Ave: 3 separate $1,500,000 projects

TID No. 9 Tax Increment Cash Flow

City of De Pere

TID No. 9 Tax Increment Cash Flow

6/30/2021

Year	Beginning Balance	Revenues: Capital Interest & Debt Reserve	Revenues: Tax Increment Revenue	Revenues: Computer Aid/Grants	Revenues: Bond Premium and Proceeds	Revenues: Other	Expenses: Existing Debt Service Payments	Expenses: Existing Captial Costs or Other Cost	Expenses: Future Debt Service	Expenses: Debt Issuance/ Debt Service	Expenses: Development Grants/Façade Grants	Expenses: Land Purchase	Expenses: Professional Services, Grants, Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
2012	0														
2013	0														
2014	0														
2015	0														
2016	0														
2017	0														
2018	0														
2019	0														(485,693)
2020	(485,693)	0	40,812	8,005	0	0	170,583	335		406	70,000	166,254	39,595	(398,357)	(884,049)
2021	(884,049)	0	38,095	0	30,000	0	123,097	0	30,600	0	30,000	0	35,000	(150,602)	(1,034,651)
2022	(1,034,651)	0	42,753	0	30,000	0	155,993	0	30,600	0	0	0	35,000	(148,839)	(1,183,490)
2023	(1,183,490)	0	95,150	0	0	0	163,090	0	134,821	0	30,000	0	35,000	(267,761)	(1,451,252)
2024	(1,451,252)	0	148,331	0	0	0	129,885	0	134,821	0	0	0	35,000	(151,375)	(1,602,627)
2025	(1,602,627)	0	151,325	0	0	0	132,788	0	134,821	0	30,000	0	35,000	(181,284)	(1,783,910)
2026	(1,783,910)	0	185,098	0	0	0	130,293	0	134,821	0	0	0	35,000	(115,015)	(1,898,926)
2027	(1,898,926)	0	188,475	0	0	0	127,723	0	134,821	0	0	0	35,000	(109,068)	(2,007,994)
2028	(2,007,994)	0	222,945	0	0	0	130,178	0	134,821	0	0	0	35,000	(77,054)	(2,085,048)
2029	(2,085,048)	0	226,717	0	0	0	127,283	0	134,821	0	0	0	35,000	(70,387)	(2,155,435)
2030	(2,155,435)	0	261,896	0	0	0	89,245	0	134,821	0	0	0	35,000	2,830	(2,152,605)
2031	(2,152,605)	0	266,074	0	0	0	51,950	0	134,821	0	0	0	35,000	44,303	(2,108,303)
2032	(2,108,303)	0	270,301	0	0	0	0	0	134,821	0	0	0	35,000	100,480	(2,007,823)
2033	(2,007,823)	0	274,579	0	0	0	0	0	134,821	0	0	0	35,000	104,758	(1,903,065)
2034	(1,903,065)	0	278,907	0	0	0	0	0	134,821	0	0	0	35,000	109,086	(1,793,978)
2035	(1,793,978)	0	283,287	0	0	0	0	0	134,821	0	0	0	35,000	113,466	(1,680,512)
2036	(1,680,512)	0	287,719	0	0	0	0	0	0	0	0	0	35,000	252,719	(1,427,794)
2037	(1,427,794)	0	292,203	0	0	0	0	0	0	0	0	0	35,000	257,203	(1,170,591)
2038	(1,170,591)	0	296,739	0	0	0	0	0	0	0	0	0	35,000	261,739	(908,851)
2039	(908,851)	0	301,330	0	0	0	0	0	0	0	0	0	35,000	266,330	(642,522)
2040	(642,522)	0	305,974	0	0	0	0	0	0	0	0	0	35,000	270,974	(371,547)
2041	(371,547)	0	310,674	0	0	0	0	0	0	0	0	0	35,000	275,674	(95,874)
2042	(95,874)	0	315,428	0	0	0	0	0	0	0	0	0	0	315,428	219,554
2043															
2044															
Total		0	4,728,571	0	60,000		1,361,522	0	1,813,874	0	90,000	0	735,000		

Other Expenses include: Site Development Costs, Professional Services, Discretionary Spending, Administration Costs, and Organizational Costs.

Cobblestone Alley and Alley Improvements

Closure Year

5.E. Tax Increment District No. 11

Introduction

The City created TIF District No. 11 to be the primary public financing tool for the continued development of the West Business Park. Within the boundaries of this Tax Incremental District are lands available for single-family, multi-family, office complexes, and manufacturing sites. The TID area is approximately 265 acres. Proposed project costs within the district include future cash grants for the individual developments, public improvements may also include the Southbridge Lawrence-American, Southbridge American-Lost Dauphin, rail maintenance, and other road improvements/maintenance with ½ mile of the district. This TID overlays a portion of TID No. 6.

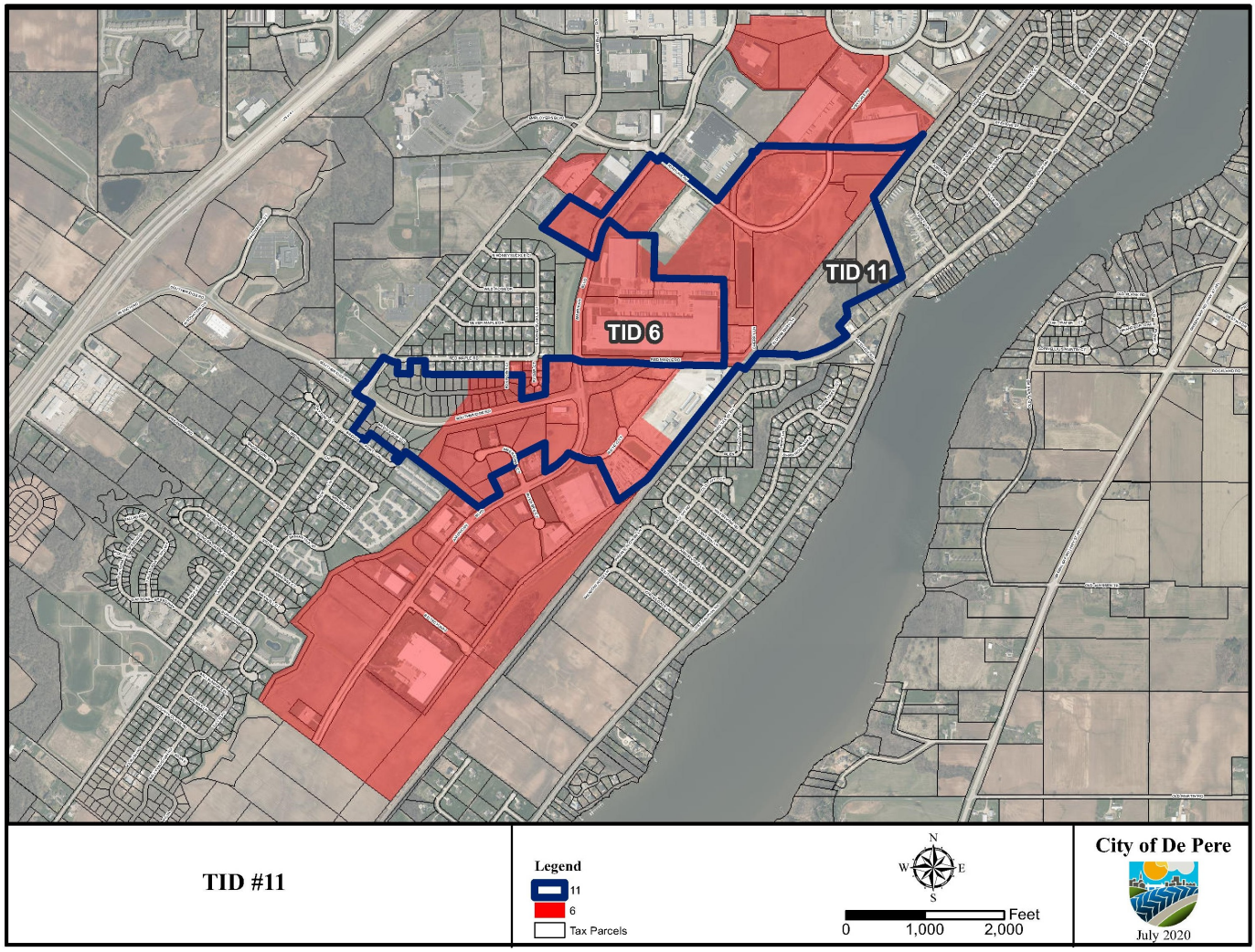
TID Type:	Mixed-Use
Creation Date:	9/1/2015
Maximum Expenditure Period:	9/1/2030
Termination Date:	9/1/2035
Extension (Yes/No):	No

Statement of Change

2015 TID Base Value:	$6,079,500
2019 TID Total Value (previous):	$12,511,300
2020 TID Total Value (current):	$13,721,100
Total TID Increment:	$7,641,600
2019 to 2020 Increment Growth:	$1,209,800
Prior Year Corrections:	$89,000
Actual Year Over Growth:	$1,120,800
Percent Increment Growth:	10%

Reasons for Growth:

- Property value appreciation
- Complete assessment of 2130 AMERICAN BLVD
- Complete assessment of 2010 VENTURE AVE A (FoxStar)



5.E. Tax Increment District No. 11

TID No. 11 Projections and Changes since 2019.

The TID experienced $1,120,800 in growth from property value appreciation, the remaining assessment of 2130 AMERICAN BLVD, and the remaining assessment of 2010 VENTURE AVE A (FoxStar).

TID No. 11 Remaining Development Opportunities

Several redevelopment opportunities are remaining in TID No. 11. The opportunities are as follows:

- Robinson Metal Expansion (2022+)
- Honeysuckle 4th addition (2021-2023)
- Fortune Ave site (26 acres)
- WD-D0075-2 multifamily (2025+)
- American Court and other small projects (2022+)

The project could generate an additional $35 million in increment value over the remaining life of the TID. Based on projected revenues and additional borrowings the TID is projected to end with approximately $185,000 in surplus with the following assumptions:

1. Approximately $11,000,000 in remaining and planned borrowing for infrastructure (Southern Bridge) and development incentives;
2. Property values appreciate at 0.5% per year;
3. The current mill rate appreciate at 0.5 % per year;
4. Annual rail maintenance and administration costs; and
5. Final year taxes collected in 2036.

Life After TID No. 11

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 11 closure would be approximately $995,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. Therefore, for this analysis, since the City currently has a 30.54% share the City could allocate 15.27% towards a level limit increase. That would add nearly $152,000 to the annual tax collections for the City. A detailed summary of TID No. 11 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the 2020 mill rate and not the anticipated mill rate at the end of the TID life.

Recommendations:

Staff recommends the following TID actions:

1. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID closure.
2. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
3. Evaluate Southern Bridge CIP in the coming years to understanding the TID impact and determine if a Project Plan Amendment is necessary.
4. Amend boundary to allow for Robinson Metal expansion.
5. Utilize more PAYGO development incentives to reduce City risk and borrowing.
6. Require guaranteed revenue vs guaranteed values in cash grant agreements. Encourage the cash grant to be received after the City receives the first year of fully assessed revenue.
7. Conduct an audit when 30 percent of the project costs are spent.
8. Utilize the affordable house extension to seed fund the affordable housing programs.
9. Conduct end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 11

Taxing Jurisdiction	2020 Tax Increment Worksheet Interim Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
School District	$0.009640619	46.22%	$58,610	$518,768	$460,158	
Tech. College	$0.000795339	3.81%	$4,835	$42,798	$37,962	
County	$0.004049804	19.42%	$24,621	$217,923	$193,302	
Local (50%)	$0.006370219	30.54%	$38,728	$342,786	$304,058	$152,029
Total	$0.020855981	**100.0%**	**$126,794**	**$1,122,274**	**$995,480**	**$152,029**

TID No. 11 Tax Increment ProForma

City of De Pere

TID No. 11

6/30/2021

Assumptions

TID Creation Date	**9/1/15**	Equalized Base Value	$	6,079,500	
Valuation Date	**1/1/15**	Projected Tax Rate		0.01999	
Last Expenditure Year	**2030**	Annual Change in Tax Rate		0.50%	
Termination Year	**2035**	Property Appreciation Rate		0.50%	
TID Category	Mixed-Use	Construction Inflation Rate		0.00%	

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
					Construction	Land					
2015	2016	2017							As Reported	$0	2017
2016	2017	2018							As Reported	$0	2018
2017	2018	2019							As Reported	$0	2019
2018	2019	2020							0.020074	$0	2020
2019	2020	2021	6,079,500		7,641,600	0	13,721,100	7,641,600	0.019990	$152,756	2021
2020	2021	2022	13,721,100	68,606	1,209,800	0	14,999,506	8,920,006	0.020090	$179,202	2022
2021	2022	2023	14,999,506	74,998	4,750,000	0	19,824,503	13,745,003	0.020190	$277,517	2023
2022	2023	2024	19,824,503	99,123	8,800,000	0	28,723,626	22,644,126	0.020291	$459,480	2024
2023	2024	2025	28,723,626	143,618	6,000,000	0	34,867,244	28,787,744	0.020393	$587,063	2025
2024	2025	2026	34,867,244	174,336	6,000,000	0	41,041,580	34,962,080	0.020495	$716,540	2026
2025	2026	2027	41,041,580	205,208	7,000,000	0	48,246,788	42,167,288	0.020597	$868,530	2027
2026	2027	2028	48,246,788	241,234	650,000	0	49,138,022	43,058,522	0.020700	$891,321	2028
2027	2028	2029	49,138,022	245,690	650,000	0	50,033,712	43,954,212	0.020804	$914,412	2029
2028	2029	2030	50,033,712	250,169	650,000	0	50,933,880	44,854,380	0.020908	$937,804	2030
2029	2030	2031	50,933,880	254,669	650,000	0	51,838,550	45,759,050	0.021012	$961,502	2031
2030	2031	2032	51,838,550	259,193	650,000	0	52,747,743	46,668,243	0.021117	$985,510	2032
2031	2032	2033	52,747,743	263,739	0	0	53,011,481	46,931,981	0.021223	$996,035	2033
2032	2033	2034	53,011,481	265,057	0	0	53,276,539	47,197,039	0.021329	$1,006,668	2034
2033	2034	2035	53,276,539	266,383	0	0	53,542,921	47,463,421	0.021436	$1,017,412	2035
2034	2035	2036	53,542,921	267,715	0	0	53,810,636	47,731,136	0.021543	$1,028,266	2036
Total				**$3,079,736**	**$44,651,400**	**$0**	**$669,757,829**			**$11,980,018**	

Notes: Negative increments treated as zero TID revenue

Reported Value

Tailwaggers ($900,000) Split Between 2019 and 2021, Current Single Family Homes (15 Homes totalling 4,250,000 in permit fees)

Future Single Family Homes (17 Homes totalling 4,800,000 in permit fees), Robinson Metal Expansion (4,000,000)

Fortune Ave Project ($12,000,000 split 2023-2024)

WD-D0075-2 Multifamily

American Court and other Small Projects

TID No. 11 Tax Increment Cash Flow

City of De Pere

TID No. 11

6/30/2021

Year	Beginning Balance	Revenues: Capital Interest & Debt Reserve	Tax Increment Revenue	Bond Premium and Proceeds	Property Sales	Other Income (grants, etc.)	General Fund Advance	Expenses: Existing Debt	Future Debt Services (Southern Bridge)	Development Incentive Debt Services	Development Incentive Debt Services	Capital Costs	Professional Sevices	Debt Issuance/ Debt Service	Development Grants	Land Purchase, Street Construction	Professional Services, Grants, Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
2015	0																		
2016	0																		
2017	0																		
2018	0																		
2019	0																		69,065
2020	69,065	0	137,742	1,213,775	57,500	60	0	130,837	0	0	0	333,316	122,355	18,441	30,060	827	49,380	723,861	792,926
2021	792,926	0	152,756	0	0	0	0	292,845	0	0	0	0	0	0	0	45,000	35,000	(220,090)	572,836
2022	572,836	0	179,202	0	0	0	0	259,075	0	0	0	0	0	0	0	25,000	35,000	(139,873)	432,964
2023	432,964	0	277,517	0	0	0	0	248,780	0	9,792	0	0	0	0	0	25,000	35,000	(50,847)	382,117
2024	382,117	0	459,480	0	0	0	0	243,648	0	9,792	0	0	0	0	0	25,000	35,000	136,248	518,365
2025	518,365	0	587,063	0	0	0	0	252,700	102,000	66,835	0	0	0	0	0	25,000	35,000	38,693	557,058
2026	557,058	0	716,540	0	0	0	0	251,188	102,000	66,835	24,480	0	0	0	0	25,000	35,000	120,722	677,780
2027	677,780	0	868,530	0	0	0	0	249,453	624,829	66,835	24,480	0	0	0	0	25,000	35,000	(248,382)	429,398
2028	429,398	0	891,321	0	0	0	0	248,895	624,829	66,835	167,088	0	0	0	0	25,000	35,000	(510,249)	(80,851)
2029	(80,851)	0	914,412	0	0	0	0	249,208	624,829	66,835	167,088	0	0	0	0	25,000	35,000	(487,471)	(568,321)
2030	(568,321)	0	937,804	0	0	0	0	149,348	624,829	66,835	167,088	0	0	0	0	25,000	35,000	(364,218)	(932,540)
2031	(932,540)	0	961,502	0	0	0	0	27,438	624,829	66,835	167,088	0	0	0	0	25,000	35,000	(218,610)	(1,151,150)
2032	(1,151,150)	0	985,510	0	0	0	0	26,625	624,829	66,835	167,088	0	0	0	0	25,000	35,000	(193,790)	(1,344,940)
2033	(1,344,940)	0	996,035	0	0	0	0	25,813	624,829	0	167,088	0	0	0	0	25,000	35,000	(48,783)	(1,393,723)
2034	(1,393,723)	0	1,006,668	0	0	0	0	0	624,829	0	167,088	0	0	0	0	25,000	35,000	(12,337)	(1,406,059)
2035	(1,406,059)	0	1,017,412	0	0	0	0	0	0	0	167,088	0	0	0	0	25,000	35,000	623,236	(782,824)
2036	(782,824)	0	1,028,266	0	0	0	0	0	0	0	0	0	0	0	0	25,000	35,000	968,266	185,442
	Remaining Totals	0	11,980,018	0	0	0	0	2,525,013	5,202,630	554,266	1,385,664	0	0	0	0	420,000	560,000		

Other

	Outside Services, General Admin, Street Eng General Admin
	Rail Mentance
	Future American Blvd Extenion (shared with TID No. 12) and Future Southern Bridge Improvements
	WD-1041 Project Incentive Debt
	WD-D0077 Projects Incentive Debt

0.00%

5.F. Tax Increment District No. 12

Introduction

The City created TIF District No. 12 to be the primary public financing tool for the continued development of the West Business Park. Within the boundaries of this Tax Incremental District are lands available for single-family, multi-family, and manufacturing sites. The initially approved boundary was approximately 357 acres. The City amended the TID Boundary in 2020 to allow for the expansion of Infinity Machine, Bayside Machine, and the development of Garrity's Glen South Subdivision. Proposed project costs within the district include future cash grants for the individual developments, public improvements may also include the Southbridge Lawrence-American, Southbridge American-Lost Dauphin, rail maintenance, and other road improvements/maintenance with ½ mile of the district. This TID overlays a portion of TID No. 6.

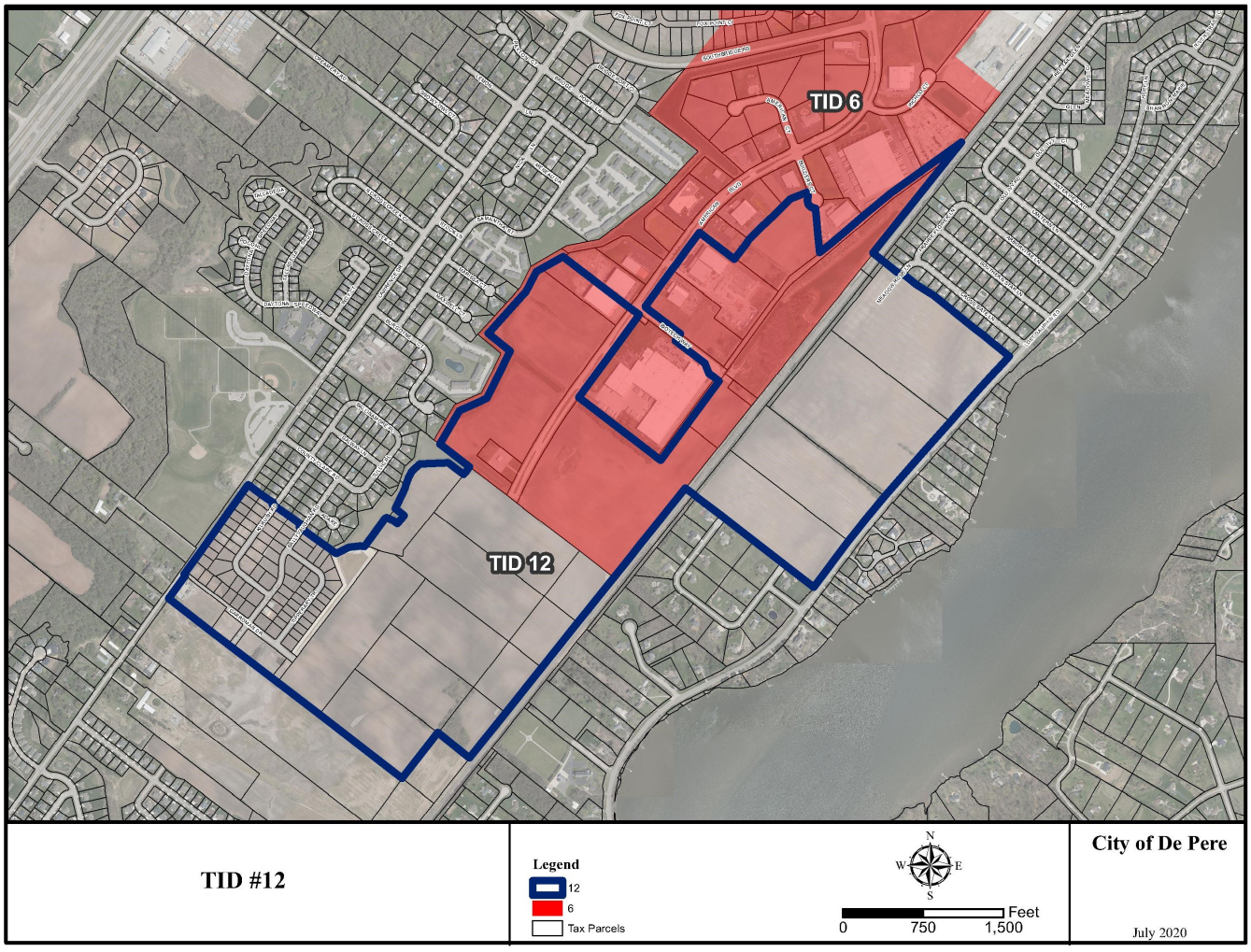
TID Type:	Mixed-Use
Creation Date:	9/1/2015
Maximum Expenditure Period:	9/1/2030
Termination Date:	9/1/2035
Extension (Yes/No):	No

Statement of Change

2015 TID Base Value:	$129,100
2019 TID Total Value (previous):	$123,100
2020 TID Total Value (current):	$1,663,900
Total TID Increment:	$1,534,800
2019 to 2020 Increment Growth:	$1,540,800
Prior Year Corrections:	$1,100
Actual Year Over Growth:	$1,537,700
Percent Increment Growth:	1,252%

Reasons for Growth:

- Partial assessment of Infinity Machine expansion at 2249 AMERICAN BLVD.
- Partial assessment of QSM at 2270 AMERICAN BLVD



5.F. Tax Increment District No. 12

TID No. 12 Projections and Changes since 2019.

The TID experienced growth through the partial assessment of Infinity Machine expansion at 2249 AMERICAN BLVD and a partial assessment of QSM at 2270 AMERICAN BLVD.

TID No. 12 Remaining Development Opportunities

Several redevelopment opportunities are remaining in TID No. 12. The opportunities are as follows: :

- Infinity Machine Expansion (2020-2021)
- Quality Service and Machine (2019-2020)
- Garrity Glen South Subdivision (2020-2023)
- Best Built Subdivision (2022-2025)
- Green Bay Packaging Expansion (2021-2022)
- WD-D0075-2 multifamily (2025+)
- American Court and other small projects (2022+)

The project could generate an additional $98 million in increment value over the remaining life of the TID. Based on projected revenues and additional borrowings the TID is projected to end with approximately $6,000,000 in surplus with the following assumptions:

1. Approximately $19,000,000 in remaining and planned borrowing for infrastructure (Southern Bridge) and development incentives;
2. Property values appreciate at 0.5% per year;
3. The current mill rate appreciate at 0.5 % per year;
4. Annual rail maintenance and administration costs; and
5. Final year taxes collected in 2036.

Life After TID No. 12

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 12 closure would be approximately $2,065,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. Therefore, for this analysis, since the City currently has a 30.54% share the City could allocate 15.27% towards a level limit increase. That would add nearly $315,000 to the annual tax collections for the City. A detailed summary of TID No. 12 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the 2020 mill rate and not the anticipated mill rate at the end of the TID life.

Recommendations:

Staff recommends the following TID actions:

1. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID closure.
2. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
3. Evaluate Southern Bridge CIP in the coming years to understand the TID impact and determine if an Project Plan Amendment is necessary.
4. Utilize more PAYGO development incentives to reduce City risk and borrowing.
5. Amend boundary to allow for Green Bay Packaging expansion.
6. Require guaranteed revenue vs guaranteed values in cash grant agreements. Encourage the cash grant to be received after the City receives the first year of fully assessed revenue.
7. Consider annual surplus donations to underperforming TID No. 9 to facilitate additional façade grants and the possibility to close TID No. 9 without requiring an extension.
8. Conduct an audit when 30 percent of the project costs are spent.
9. Utilize the affordable house extension to seed fund the affordable housing programs.
10. Conduct end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 12

Taxing Jurisdiction	2020 Tax Increment Worksheet Interim Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
School District	$0.009640619	46.22%	$1,245	$951,881	$950,637	
Tech. College	$0.000795339	3.81%	$103	$78,529	$78,426	
County	$0.004049804	19.42%	$523	$399,864	$399,341	
Local (50%)	$0.006370219	30.54%	$822	$628,973	$628,151	$314,075
Total	$0.020855981	**100.0%**	**$2,693**	**$2,059,247**	**$2,056,555**	**$314,075**

TID No. 12 Tax Increment ProForma

City of De Pere

TID No. 12

6/30/2021

TID Creation Date	**9/1/15**	Equalized Base Value	$	129,100	
Valuation Date	**1/1/15**	Projected Tax Rate		0.02000	
Last Expenditure Year	**2030**	Annual Change in Tax Rate		0.50%	
Termination Year	**2035**	Property Appreciation Rate		0.50%	
TID Category	Mixed-Use	Construction Inflation Rate		0.00%	

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
					Construction	Land					
2015	2016	2017								$0	2017
2016	2017	2018								$0	2018
2017	2018	2019								$0	2019
2018	2019	2020								$22,364	2020
2019	2020	2021	0	0	1,540,800	0	1,540,800	1,411,700	0.019999	$28,233	2021
2020	2021	2022	1,540,800	7,704	6,160,000	0	7,708,504	7,579,404	0.020099	$152,338	2022
2021	2022	2023	7,708,504	38,543	22,140,000	0	29,887,047	29,757,947	0.020199	$601,095	2023
2022	2023	2024	29,887,047	149,435	37,000,000	0	67,036,482	66,907,382	0.020300	$1,358,252	2024
2023	2024	2025	67,036,482	335,182	10,500,000	0	77,871,664	77,742,564	0.020402	$1,586,103	2025
2024	2025	2026	77,871,664	389,358	5,250,000	0	83,511,022	83,381,922	0.020504	$1,709,663	2026
2025	2026	2027	83,511,022	417,555	5,250,000	0	89,178,578	89,049,478	0.020607	$1,835,000	2027
2026	2027	2028	89,178,578	445,893	5,250,000	0	94,874,470	94,745,370	0.020710	$1,962,134	2028
2027	2028	2029	94,874,470	474,372	0	0	95,348,843	95,219,743	0.020813	$1,981,818	2029
2028	2029	2030	95,348,843	476,744	0	0	95,825,587	95,696,487	0.020917	$2,001,699	2030
2029	2030	2031	95,825,587	479,128	0	0	96,304,715	96,175,615	0.021022	$2,021,780	2031
2030	2031	2032	96,304,715	481,524	0	0	96,786,239	96,657,139	0.021127	$2,042,062	2032
2031	2032	2033	96,786,239	483,931	0	0	97,270,170	97,141,070	0.021232	$2,062,547	2033
2032	2033	2034	97,270,170	486,351	0	0	97,756,521	97,627,421	0.021339	$2,083,238	2034
2033	2034	2035	97,756,521	488,783	0	0	98,245,303	98,116,203	0.021445	$2,104,136	2035
2034	2035	2036	98,245,303	491,227	0	0	98,736,530	98,607,430	0.021553	$2,125,244	2036
Total				**$5,645,730**	**$93,090,800**	**$0**	**$1,227,882,474**			**$25,677,708**	

Notes: Negative increments treated as zero TID revenue

Infinity Machine Expansion (60% of current value), QSM ($2,500,000), Single Family Homes ($1,200,000)

Infinity Machine Expansion (40% of current value), Garrity Glen South ($10,500,000), Green Bay Packaging ($5,000,000), Scannell ($5,000,000)

Garrity Glen South ($7,000,000), Green Bay Packaging ($5,000,000), Scannell ($25,000,000)

Garrity Glen South ($6,250,000) & Best Built

Best Built Subdfivision ($5,250,000 per year 2023, 2024, 2025, 2026)

TID No. 12 Tax Increment Cash Flow

City of De Pere

TID No. 12

8/31/2020

Year	Beginning Balance	Revenues					Expenses								Annual Surplus (Deficit)	Balance After Surplus to Principal
		Capital Interest & Debt Reserve	Tax Increment Revenue	Bond Premium and Proceeds	Interest Income	General Fund Advance	Existing Debt	Future Debt Serivce (American Blvd)	Future Debt Serivce (Southern Bridge)	Capital Costs	Debt Issuance/ Debt Service	Development Grants	Land Purchase, Street Construction	Professional Services, Grants, Annual Admin		
2015																
2016																
2017																
2018																
2019																830,904
2020	830,904	0	0	0	0	0	52,262	0	0	22,332	0	240,000	0	190,157	(504,751)	326,153
2021	326,153	0	28,233	0	0	0	53,863	0	0	0	0	0	0	0	(25,630)	300,523
2022	300,523	0	152,338	0	0	0	42,463	30,600	0	0	0	0	0	0	79,276	379,799
2023	379,799	0	601,095	0	0	0	41,363	30,600	0	0	0	0	0	0	529,133	908,932
2024	908,932	0	1,358,252	0	0	0	45,263	208,860	0	0	0	0	0	0	1,104,130	2,013,062
2025	2,013,062	0	1,586,103	0	0	0	43,763	208,860	0	0	0	0	0	0	1,333,481	3,346,543
2026	3,346,543	0	1,709,663	0	0	0	47,263	208,860	0	0	0	0	0	0	1,453,540	4,800,083
2027	4,800,083	0	1,835,000	0	0	0	45,513	208,860	306,000	0	0	0	0	0	1,274,627	6,074,710
2028	6,074,710	0	1,962,134	0	0	0	44,313	208,860	306,000	0	0	0	0	0	1,402,962	7,477,672
2029	7,477,672	0	1,981,818	0	0	0	43,113	208,860	2,088,600	0	0	0	0	0	(358,754)	7,118,918
2030	7,118,918	0	2,001,699	0	0	0	16,913	208,860	2,088,600	0	0	0	0	0	(312,673)	6,806,244
2031	6,806,244	0	2,021,780	0	0	0	16,463	208,860	2,088,600	0	0	0	0	0	(292,143)	6,514,102
2032	6,514,102	0	2,042,062	0	0	0	15,975	0	2,088,600	0	0	0	0	0	(62,513)	6,451,589
2033	6,451,589	0	2,062,547	0	0	0	15,488	0	2,088,600	0	0	0	0	0	(41,540)	6,410,049
2034	6,410,049	0	2,083,238	0	0	0	0	0	2,088,600	0	0	0	0	0	(5,362)	6,404,687
2035	6,404,687	0	2,104,136	0	0	0	0	0	2,088,600	0	0	0	0	0	15,536	6,420,223
2036	6,420,223	0	2,125,244	0	0	0	0	0	2,088,600	0	0	0	0	0	36,644	6,456,868
Total		0	25,655,344			0	471,750	1,732,080	17,320,799	0	0	0	0	0		

Other

Outside Services, General Admin, Street Eng General Admin

5.G. Tax Increment District No. 13

Introduction

The City created TIF District No. 13 to be the primary public financing tool to fund infrastructure improvements and facilitate redevelopment fora roundabout at Main Avenue and Lawrence Drive to address safety and traffic flow issues, including undesirable levels of service at the McDonalds driveway imposed by the current intersection configuration. The Main and Lawrence redevelopment area benefitted from improvements and influenced interest in development and redevelopment that helped support the roundabout project, as well as could spur other possible future improvements. The TID area is approximately 116 acres.

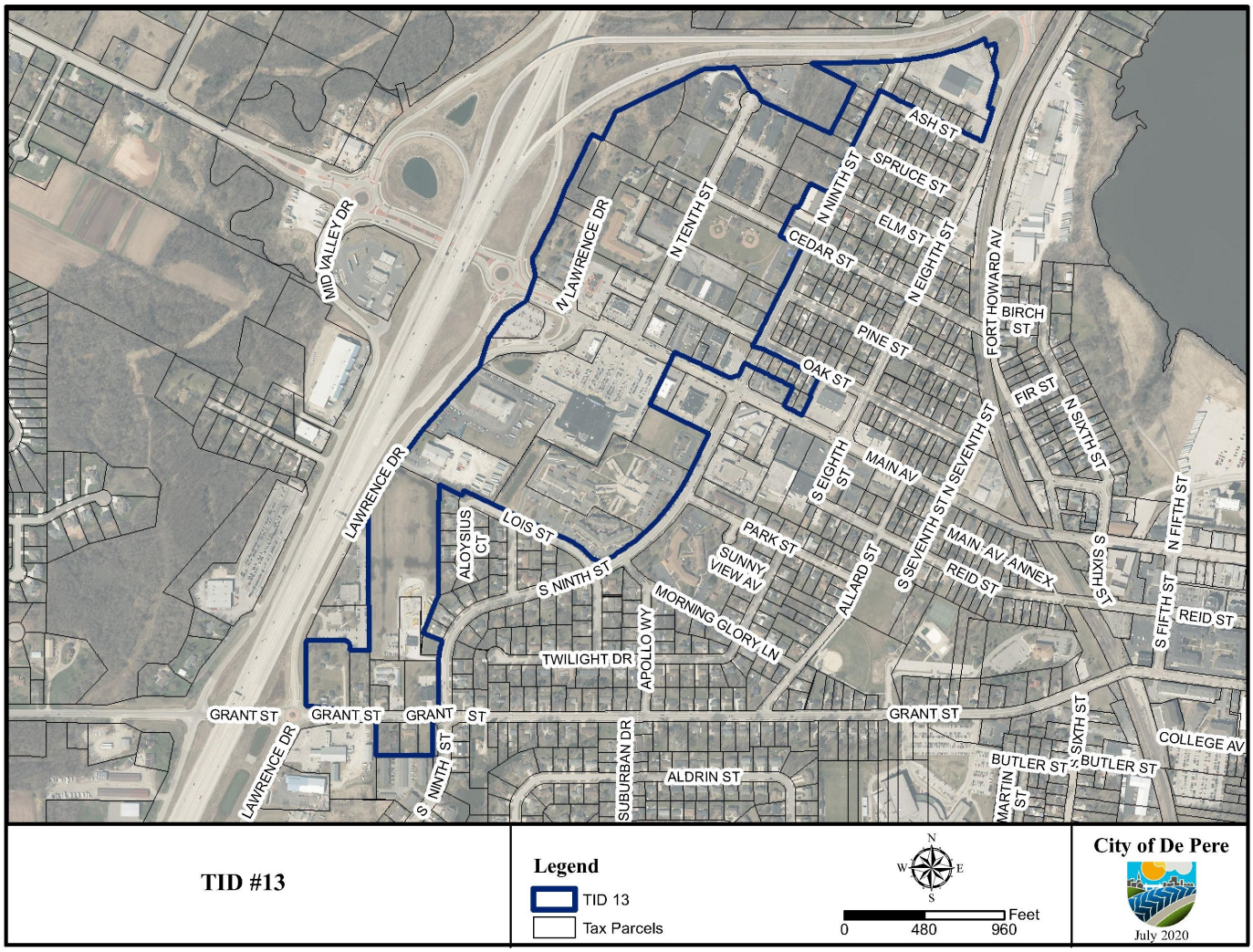
TID Type:	Mixed-Use
Creation Date:	7/18/2017
Maximum Expenditure Period:	7/18/2032
Termination Date:	7/18/2037
Extension (Yes/No):	No

Statement of Change

2017 TID Base Value:	$53,361,100
2019 TID Total Value (previous):	$54,405,400
2020 TID Total Value (current):	$57,832,700
Total TID Increment:	$4,471,600
2019 to 2020 Increment Growth:	$3,427,300
Prior Year Corrections:	$501,700
Actual Year Over Growth	$2,925,600
Percent Increment Growth:	5%

Reasons for Growth:

- Property value appreciation
- Completion of Aldi's assessment at 1100 MAIN AVE



5.G. Tax Increment District No. 13

TID No. 13 Projections and Changes since 2019.

The TID experienced $2,925,600 in growth from property value appreciation and the complete assessment of Aldi's on Main Ave.

TID No. 13 Remaining Development Opportunities

Several redevelopment opportunities are remaining in TID No. 13. The opportunities are as follows

- WD-VA450-1 (261 Lawrence Drive—$1,000,000 MF)
- WD-708-X-3 (525 N Tenth Street—Senior Housing)
- WD-708-X-4 (1018 Cedar Street—MF)
- WD-VA457 (1007 Cedar Sreet—MF)
- WD-D0206-2 (Lamers Bus)
- WD-D0200-4 (114 S Ninth Street)

The project could generate an additional $8.6 million in increment value over the remaining life of the TID. Based on projected revenues and additional borrowings the TID is projected to end with an approximately $83,000 deficit with the following assumptions:

1. Approximately $4,028,000 in remaining and planned borrowing for infrastructure and development incentives;
2. Property values appreciate at 0.5% per year;
3. The current mill rate appreciate at 0.5 % per year;
4. Annual administration costs; and
5. Final year taxes collected in 2038.

Life After TID No. 13

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 13 closure would be approximately $320,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. Therefore, for this analysis, since the City currently has a 30.54% share the City could allocate 15.27% towards a level limit increase. That would add nearly $49,000 to the annual tax collections for the City. A detailed summary of TID No. 13 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the 2020 mill rate and not the anticipated mill rate at the end of the TID life.

Recommendations:

Staff recommends the following TID actions:

1. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID closure.
2. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
3. Utilize more PAYGO development incentives to reduce City risk and borrowing.
4. Require guaranteed revenue vs guaranteed values in cash grant agreements. Encourage the cash grant to be received after the City receives the first year of fully assessed revenue.
5. Conduct an audit when 30 percent of the project costs are spent.
6. If necessary, utilize the standard three-year extension.
7. If necessary, utilize the technical college three-year extension.
8. Utilize the affordable house extension to seed fund the affordable housing programs.
9. Conduct end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 13

Taxing Jurisdiction	2020 Tax Increment Worksheet Interim Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
School District	$0.009640619	46.22%	$514,434	$662,110	$147,676	
Tech. College	$0.000795339	3.81%	$42,440	$54,623	$12,183	
County	$0.004049804	19.42%	$216,102	$278,137	$62,035	
Local (50%)	$0.006370219	30.54%	$339,922	$437,502	$97,580	$48,790
Total	$0.020855981	**100.0%**	**$1,112,898**	**$1,432,372**	**$319,474**	**$48,790**

TID No. 13 Tax Increment ProForma

City of De Pere

TID No. 13

6/30/2021

TID Creation Date	**7/18/17**	Equalized Base Value	$ 53,361,100
Valuation Date	**1/1/17**	Projected Tax Rate	0.019999
Last Expenditure Year	**2032**	Annual Change in Tax Rate	0.50%
Termination Year	**2037**	Property Appreciation Rate	0.50%
TID Category	Rehab/Cons	Construction Inflation Rate	0.50%

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
					Construction	Land					
2017	2018	2019								$0	2019
2018	2019	2020								$0	2020
2019	2020	2021	53,361,100	0	1,044,300	0	54,405,400	1,044,300	0.019990	$20,876	2021
2020	2021	2022	54,405,400	272,027	3,427,300	0	58,104,727	4,743,627	0.020090	$95,299	2022
2021	2022	2023	58,104,727	290,524	1,912,782	0	60,308,033	6,946,933	0.020190	$140,261	2023
2022	2023	2024	60,308,033	301,540	307,575	0	60,917,148	7,556,048	0.020291	$153,322	2024
2023	2024	2025	60,917,148	304,586	476,550	0	61,698,284	8,337,184	0.020393	$170,019	2025
2024	2025	2026	61,698,284	308,491	478,932	0	62,485,707	9,124,607	0.020495	$187,007	2026
2025	2026	2027	62,485,707	312,429	481,327	0	63,279,463	9,918,363	0.020597	$204,291	2027
2026	2027	2028	63,279,463	316,397	483,734	0	64,079,594	10,718,494	0.020700	$221,875	2028
2027	2028	2029	64,079,594	320,398	0	0	64,399,992	11,038,892	0.020804	$229,650	2029
2028	2029	2030	64,399,992	322,000	71,483	0	64,793,475	11,432,375	0.020908	$239,025	2030
2029	2030	2031	64,793,475	323,967	71,841	0	65,189,283	11,828,183	0.021012	$248,537	2031
2030	2031	2032	65,189,283	325,946	72,200	0	65,587,429	12,226,329	0.021117	$258,188	2032
2031	2032	2033	65,587,429	327,937	214,464	0	66,129,831	12,768,731	0.021223	$270,990	2033
2032	2033	2034	66,129,831	330,649	215,537	0	66,676,016	13,314,916	0.021329	$283,995	2034
2033	2034	2035	66,676,016	333,380	216,614	0	67,226,011	13,864,911	0.021436	$297,204	2035
2034	2035	2036	67,226,011	336,130	217,697	0	67,779,838	14,418,738	0.021543	$310,621	2036
2035	2036	2037	67,779,838	338,899	218,786	0	68,337,523	14,976,423	0.021651	$324,248	2037
2036	2037	2038	68,337,523	341,688	0	0	68,679,210	15,318,110	0.021759	$333,304	2038
Total				**$5,406,989**	**$8,866,822**	**$0**				**$3,988,713**	

Notes: Negative increments treated as zero TID revenue

Demolition of McDonalds and other properties around the roundabout.

Per Report

Per Project Plan

TID No. 13 Tax Increment Cash Flow

City of De Pere

TID No. 13

8/31/2020

Year	Beginning Balance	Revenues					Exisitng Debt	Debt Issuance/ Debt Service	Land Purchase, Street Construction	Professional Services, Grants, Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
		Capital Interest & Debt Reserve	Tax Increment Revenue	Bond Preium and Proceeds	Interest Income	General Fund Advance						
2017	0										0	0
2018	0										0	0
2019	0										0	632,715
2020	632,715	0	22,364	0	0	0	111,825	0	0	14,000	(103,461)	529,254
2021	529,254	0	20,876	0	0	0	136,825	0	0	35,000	(150,949)	378,305
2022	378,305	0	95,299	0	0	0	185,575	0	0	35,000	(125,276)	253,029
2023	253,029	0	139,499	0	0	0	236,825	0	0	35,000	(132,326)	120,702
2024	120,702	0	152,398	0	0	0	255,325	0	0	35,000	(137,927)	(17,224)
2025	(17,224)	0	168,799	0	0	0	277,575	0	0	35,000	(143,776)	(161,001)
2026	(161,001)	0	185,438	0	0	0	303,325	0	0	35,000	(152,887)	(313,888)
2027	(313,888)	0	202,318	0	0	0	322,325	0	0	35,000	(155,007)	(468,894)
2028	(468,894)	0	219,444	0	0	0	344,825	0	0	35,000	(160,381)	(629,276)
2029	(629,276)	0	236,816	0	0	0	361,425	0	0	35,000	(159,609)	(788,885)
2030	(788,885)	0	246,183	0	0	0	377,275	0	0	35,000	(166,092)	(954,977)
2031	(954,977)	0	255,679	0	0	0	392,375	0	0	35,000	(171,696)	(1,126,674)
2032	(1,126,674)	0	265,305	0	0	0	405,838	0	0	35,000	(175,532)	(1,302,206)
2033	(1,302,206)	0	277,872	0	0	0	428,488	0	0	35,000	(185,616)	(1,487,821)
2034	(1,487,821)	0	290,614	0	0	0	0	0	0	35,000	255,614	(1,232,207)
2035	(1,232,207)	0	303,534	0	0	0	0	0	0	35,000	268,534	(963,674)
2036	(963,674)	0	316,633	0	0	0	0	0	0	35,000	281,633	(682,040)
2037	(682,040)	0	329,914	0	0	0	0	0	0	35,000	294,914	(387,127)
2038	(387,127)	0	339,027	0	0	0	0	0	0	35,000	304,027	(83,100)
Total		0	4,045,646	0	0	0	4,028,000	0	0	630,000		

Other

Outside Services, General Admin, Street Eng General Admin

5.H. Tax Increment District No. 15

Introduction

The City created TIF District No. 15 to be the primary public financing tool to encourage mixed-use development. The City had a large proposed development, United Health Group office complex that would be built on lands currently located in TID No. 8. The project required TIF incentives and there were not enough years remaining in TID No. 8 to facilitate the development. Therefore, the City created TID No. 15 as a 243.36 acre "Mixed-Use District." The instant focus of this District was to facilitate a proposed office development of parcels WD-0036 and WD-D0035-1-1. This proposed 174,000 square foot, four-story corporate office development with a projected cost of nearly $40 million required TIF incentives and would spur the development of other vacant parcels during the TIDs life.

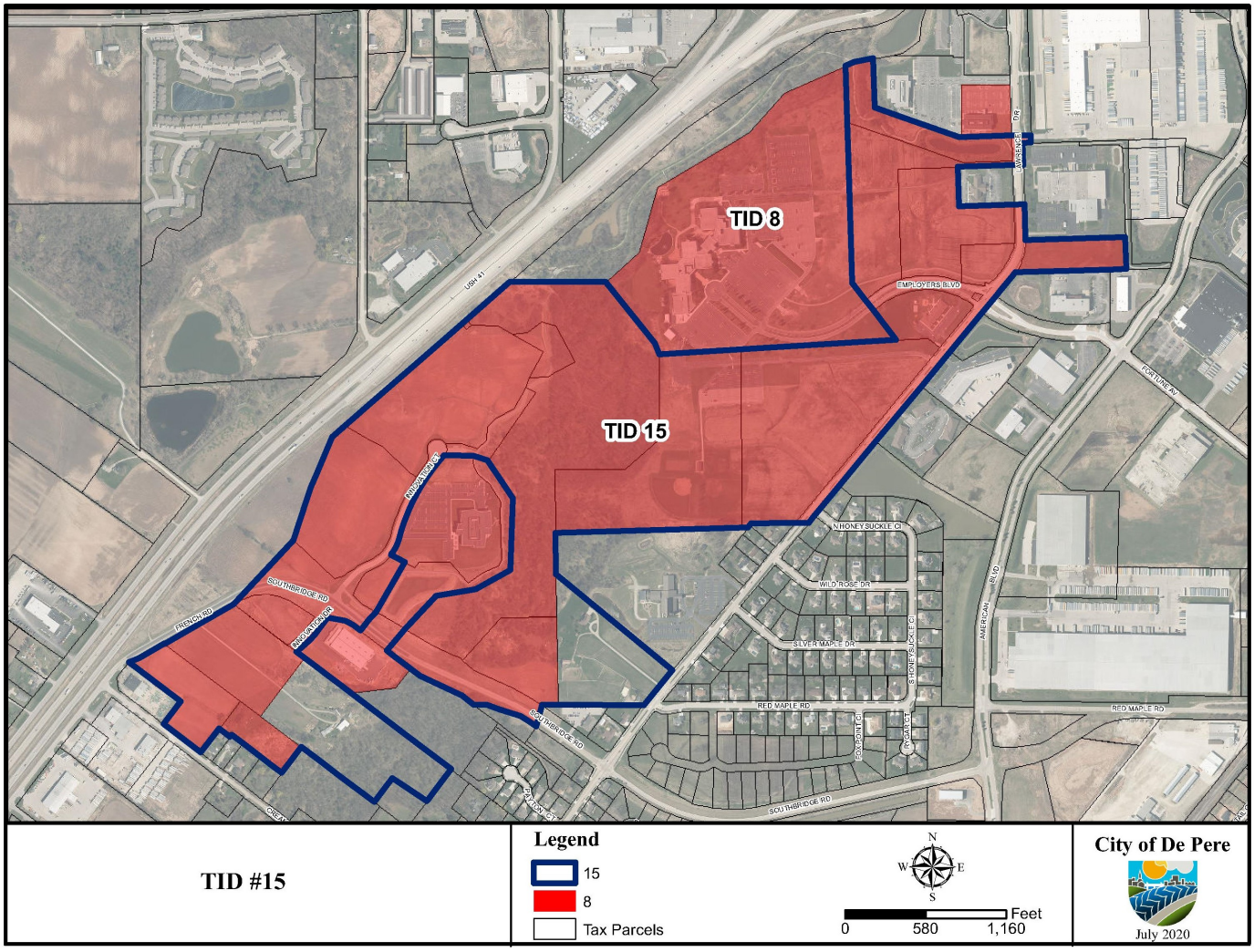
TID Type:	Mixed-Use
Creation Date:	02/19/2020
Maximum Expenditure Period:	02/19/2035
Termination Date:	02/19/2041
Extension (Yes/No):	No

Statement of Change

2020 TID Base Value:	$2,616,000
2019 TID Total Value (previous):	N/A
2020 TID Total Value (current):	N/A
Total TID Increment:	N/A
2019 to 2020 Increment Growth:	N/A
Prior Year Corrections:	N/A
Actual Year Over Growth:	N/A
Percent Increment Growth:	N/A

Reasons for Growth:

- 2020 Partial completion of United Health Group project $13,000,000. Remainder of value in 2021 $13,000,000. The Development does have an annual minimum PILOT payment for any annual value less than $30,000,000.



5.H. Tax Increment District No. 15

TID No. 15 Projections and Changes since 2019.

This section is not applicable as the TID was created in February 2020.

TID No. 15 Remaining Development Opportunities

There are several redevelopment opportunities remaining in TID No. 15. The opportunities are as follows:

- United Health Group—$13,000,000 (2020)
- United Health Group—$17,000,000 (2021)
- Humana Campus South—$24,000,000 (2023 –2028)
- Humana Campus North—$24,000,000 (2023—2028)
- WD-D0036 - $16,000,000 (2024-2025)
- Smaller Projects $8,000,000 (2023-2035)

The project could generate an additional $110 million in increment value over the remaining life of the TID. Based on projected revenues and additional borrowings the TID is projected to end with approximately $8-9 in surplus with the following assumptions:

1. Approximately $21,000,000 in remaining and planned borrowing for infrastructure (Southern Bridge) and development incentives;
2. Property values appreciate at 0.5% per year;
3. The current mill rate appreciate at 0.5 % per year;
4. Annual administration costs; and
5. Final year taxes collected in 2041.

Life After TID No. 15

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 15 closure would be approximately $2,298,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. Therefore, for this analysis, since the City currently has a 30.54% share the City could allocate 15.27% towards a level limit increase. That would add nearly $350,000 to the annual tax collections for the City. A detailed summary of TID No. 15 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the 2020 mill rate and not the anticipated mill rate at the end of the TID life.

Recommendations:

Staff recommends the following TID actions:

1. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID closure.
2. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
3. Evaluate Southern Bridge CIP in the coming years to understanding the TID impact and determine if a Project Plan Amendment is necessary.
4. Utilize more PAYGO development incentives to reduce City risk and borrowing.
5. Require guaranteed revenue vs guaranteed values in cash grant agreements. Encourage the cash grant to be received after the City receives the first year of fully assessed revenue.
6. Consider annual surplus donations to underperforming TID No. 9 to facilitate additional façade grants and the possibility to close TID No. 9 without requiring an extension.
7. Conduct an audit when 30 percent of the project costs are spent.
8. Utilize the affordable house extension to seed fund the affordable housing programs.
9. Conduct end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 15

Taxing Jurisdiction	2020 Tax Increment Worksheet Interim Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
School District	$0.009640619	46.22%	$24,147	$1,086,436	$1,062,289	
Tech. College	$0.000795339	3.81%	$1,992	$89,630	$87,638	
County	$0.004049804	19.42%	$10,144	$456,387	$446,243	
Local (50%)	$0.006370219	30.54%	$15,955	$717,883	$701,927	$350,964
Total	$0.020855981	**100.0%**	**$52,238**	**$2,350,335**	**$2,298,097**	**$350,964**

TID No. 15 Tax Increment ProForma

City of De Pere

TID No. 15 Tax Increment ProForma

6/30/2021

Assumptions			
TID Creation Date	**2/19/20**	Equalized Base Value	$ 2,504,700
Valuation Date	**1/1/20**	Projected Tax Rate	0.01999
Last Expenditure Year	**2035**	Annual Change in Tax Rate	0.50%
Termination Year	**2040**	Property Appreciation Rate	0.50%
TID Category	Mixed-Use	Construction Inflation Rate	0.00%

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
					Construction	Land					
2020	2021	2022	2,504,700	0	15,000,000	0	17,504,700	15,000,000	0.021416	$321,237	2022
2021	2022	2023	17,504,700	87,524	15,000,000	0	32,592,224	30,087,524	0.019990	$601,450	2023
2022	2023	2024	32,592,224	162,961	0	0	32,755,185	30,250,485	0.020090	$607,731	2024
2023	2024	2025	32,755,185	163,776	10,000,000	0	42,918,961	40,414,261	0.020190	$815,980	2025
2024	2025	2026	42,918,961	214,595	16,000,000	0	59,133,555	56,628,855	0.020291	$1,149,076	2026
2025	2026	2027	59,133,555	295,668	18,000,000	0	77,429,223	74,924,523	0.020393	$1,527,921	2027
2026	2027	2028	77,429,223	387,146	8,000,000	0	85,816,369	83,311,669	0.020495	$1,707,454	2028
2027	2028	2029	85,816,369	429,082	10,000,000	0	96,245,451	93,740,751	0.020597	$1,930,801	2029
2028	2029	2030	96,245,451	481,227	8,000,000	0	104,726,678	102,221,978	0.020700	$2,116,019	2030
2029	2030	2031	104,726,678	523,633	0	0	105,250,312	102,745,612	0.020804	$2,137,492	2031
2030	2031	2032	105,250,312	526,252	0	0	105,776,563	103,271,863	0.020908	$2,159,183	2032
2031	2032	2033	105,776,563	528,883	0	0	106,305,446	103,800,746	0.021012	$2,181,092	2033
2032	2033	2034	106,305,446	531,527	0	0	106,836,973	104,332,273	0.021117	$2,203,221	2034
2033	2034	2035	106,836,973	534,185	2,000,000	0	109,371,158	106,866,458	0.021223	$2,268,020	2035
2034	2035	2036	109,371,158	546,856	0	0	109,918,014	107,413,314	0.021329	$2,291,024	2036
2035	2036	2037	109,918,014	549,590	0	0	110,467,604	107,962,904	0.021436	$2,314,260	2037
2036	2037	2038	110,467,604	552,338	0	0	111,019,942	108,515,242	0.021543	$2,337,731	2038
2037	2038	2039	111,019,942	555,100	0	0	111,575,042	109,070,342	0.021651	$2,361,438	2039
2038	2039	2040	111,575,042	557,875	0	0	112,132,917	109,628,217	0.021759	$2,385,383	2040
2039	2040	2041	112,132,917	560,665	0	0	112,693,582	110,188,882	0.021868	$2,409,571	2041
Total				**$8,188,882**	**$102,000,000**	**$0**				**$35,826,083**	

Notes:

Tax Increment Cash Flow

City of De Pere

TID No. 15

7/1/2021

		Revenues							Expenses													
									SB Highway Infrastructure						United Health Group							
Year	Beginning Balance	Capital Interest & Debt Reserve	Tax Increment Revenue	Cap Interest	Future Long Term Debt & Other Financing Sources (Infra)	Future Long Term Debt & Other Financing Sources (Infra)	Future Long Term Debt & Other Financing Sources (Dev Incent)	Other General Infrastr-ucture	Payments	2021 ($315,000)	2022 ($315,000)	2023 ($762,500)	2024 ($3,052,500)	2025 ($3,052,500)	Development Incentives Payout	Development Incentives Payment Payback	Infrastr-ucture Payout	Infrastr-ucture Payback	Development Incentives PAYGO (2-Year lag)	Professional Services, Grants, Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
2020	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	280,992	0	0	8,500	(289,492)	(289,492)
2021	(289,492)	0	0	15,000	315,000	301,612	3,865,000	0	315,000	0	0	0	0	0	3,650,000	0	0	6,032	0	0	525,580	236,088
2022	236,088	0	321,237	142,000	315,000	0	0	0	315,000	6,426	0	0	0	0	0	77,300	0	41,173	0	65,000	273,338	509,425
2023	509,425	0	601,450	0	762,500	0	0	0	762,500	43,861	6,426	0	0	0	0	257,804	0	41,173	0	65,000	187,186	696,612
2024	696,612	0	607,731	0	3,052,500	0	0	0	3,052,500	43,861	43,861	15,555	0	0	0	257,804	0	41,173	149,925	65,000	(9,447)	687,165
2025	687,165	0	815,980	0	3,052,500	0	0	0	3,052,500	43,861	43,861	68,534	64,771	0	0	257,804	0	41,173	389,805	65,000	(158,828)	528,337
2026	528,337	0	1,149,076	0	0	0	0	0	0	43,861	43,861	68,534	285,376	64,771	0	257,804	0	41,173	659,670	65,000	(380,973)	147,364
2027	147,364	0	1,527,921	0	0	0	0	0	0	43,861	43,861	68,534	285,376	285,376	0	257,804	0	41,173	779,610	65,000	(342,672)	(195,308)
2028	(195,308)	0	1,707,454	0	0	0	0	0	0	43,861	43,861	68,534	285,376	285,376	0	257,804	0	41,173	929,535	65,000	(313,065)	(508,372)
2029	(508,372)	0	1,930,801	0	0	0	0	0	0	43,861	43,861	68,534	285,376	285,376	0	257,804	0	41,173	1,049,475	65,000	(209,657)	(718,029)
2030	(718,029)	0	2,116,019	0	0	0	0	0	0	43,861	43,861	68,534	285,376	285,376	0	257,804	0	0	1,049,475	65,000	16,733	(701,295)
2031	(701,295)	0	2,137,492	0	0	0	0	0	0	0	43,861	68,534	285,376	285,376	0	257,804	0	0	1,049,475	65,000	82,068	(619,228)
2032	(619,228)	0	2,159,183	0	0	0	0	0	0	0	0	68,534	285,376	285,376	0	257,804	0	0	1,049,475	65,000	147,618	(471,609)
2033	(471,609)	0	2,181,092	0	0	0	0	0	0	0	0	68,534	285,376	285,376	0	257,804	0	0	1,049,475	65,000	169,527	(302,082)
2034	(302,082)	0	2,203,221	0	0	0	0	0	0	0	0	68,534	285,376	285,376	0	257,804	0	0	929,535	65,000	311,597	9,516
2035	9,516	0	2,268,020	0	0	0	0	0	0	0	0	68,534	285,376	285,376	0	257,804	0	0	689,655	65,000	616,276	625,792
2036	625,792	0	2,291,024	0	0	0	0	0	0	0	0	68,534	285,376	285,376	0	257,804	0	0	419,790	65,000	909,145	1,534,937
2037	1,534,937	0	2,314,260	0	0	0	0	0	0	0	0	68,534	285,376	285,376	0	257,804	0	0	299,850	65,000	1,052,321	2,587,259
2038	2,587,259	0	2,337,731	0	0	0	0	0	0	0	0	0	285,376	285,376	0	257,804	0	0	149,925	65,000	1,294,251	3,881,509
2039	3,881,509	0	2,361,438	0	0	0	0	0	0	0	0	0	0	285,376	0	257,804	0	0	29,985	65,000	1,723,273	5,604,782
2040	5,604,782	0	2,385,383	0	0	0	0	0	0	0	0	0	0	0	0	257,804	0	0	29,985	65,000	2,032,595	7,637,377
2041	7,637,377	0	2,409,571	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	29,985	65,000	2,314,586	9,951,963
Total		0	35,826,083	157,000	7,497,500	301,612	3,865,000	0	7,497,500	357,311	357,311	906,498	3,774,655	3,774,655	3,650,000	4,717,765	280,992	335,416	10,734,630	1,308,500		

Other

Assumes all future development recevie 75% of generated income in a PAYGO agreement rebate for a perior of 10 years. (15.5% of assumed assessed value to account for PAYGO agreement)

City of De Pere
Tax Increment Financing Districts
2020 Year-End Annual Report
East Side



DE PERE
RUNS DEEPER

6.A. Tax Increment District No. 7

Introduction

The City created TIF District No. 7 to promote rehabilitation or conservation efforts in the east side of the downtown under the authority of Wisconsin State Statutes 66.1105. The goal was to primarily assist the expansion of the tax base by providing public improvements, land acquisition, and consolidations; to promote development opportunities; stimulate private investment, and enhance the appearance of the downtown and the George Street corridor. The goal of the TID was to incentivize development that will advance the health and vitality of the east downtown area, and stimulate more tax base that otherwise would not have happened.

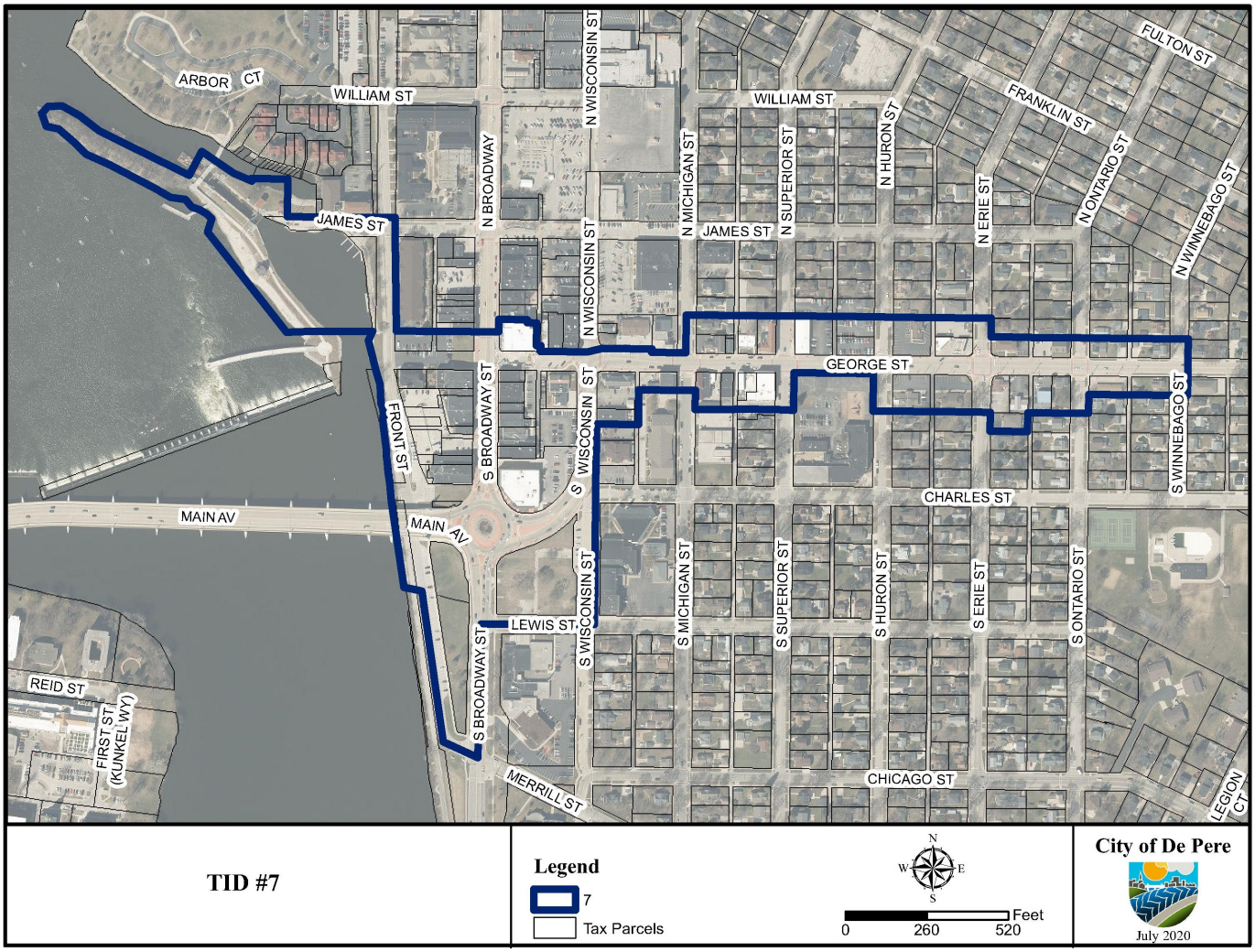
TID Type:	Rehabilitation /Conservation
Creation Date:	10/17/2006
Maximum Expenditure Period:	10/17/2028
Termination Date:	10/17/2033
Extension (Yes/No):	Not at this time, but likely necessary

Statement of Change

2007 TID Base Value:	$12,056,000
2019 TID Total Value (previous):	$18,486,400
2020 TID Total Value (current):	$18,799,600
Total TID Increment:	$6,743,600
2019 to 2020 Increment Growth:	$313,200
Prior Year Corrections:	$169,00
Actual Year Over Growth:	$144,200
Percent Increment Growth:	2%

Reasons for Growth:

- Property Value Appreciation



6.A. Tax Increment District No. 7

TID No. 7 Projections and Changes since 2019.

The TID experienced nominal growth from property value appreciation.

TID No. 7 Remaining Development Opportunities

Several redevelopment opportunities are remaining in TID No. 7. The City anticipates several redevelopment opportunities around the Mulva Cultural Center. The staff assumes $300,000 every other year between 2022 and 2034. Based on projected revenues and additional borrowings the TID is projected to end with an approximately $785,000 deficit

1. Approximately $1,200,000 in remaining and planned borrowing for infrastructure and development incentives;
2. Property values appreciate at 0.5% per year;
3. The current mill rate appreciate at 0.5 % per year;
4. Final year taxes collected in 2033; and
5. Assumed three-year extension to 2036.

Life After TID No. 7

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 7 closure would be approximately $228,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. Therefore, for this analysis, since the City currently has a 35.92% share the City could allocate 17.95% towards a level limit increase. That would add nearly $41,000 to the annual tax collections for the City. A detailed summary of TID No. 7 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the 2020 mill rate and not the anticipated mill rate at the end of the TID life.

Recommendations:

Staff recommends the following TID actions:

1. Conduct the required periodic audit and use the results to utilize the standard or three–year technical college extensions.
2. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID closure.
3. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
4. Replace or supplement façade grant funding with annually matched dollars from business park donor TIDs or the General Fund.
5. Utilize more PAYGO development incentives to reduce City risk and borrowing.
6. Amend boundary to remove Mulva Cultural Center Parcel.
7. Require guaranteed revenue vs guaranteed values in cash grant agreements.
8. Limit annual administration costs to those essential to managing the TID.
9. Utilize the standard three-year extension.
10. Utilize the technical college three-year extension.
11. Conduct end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.
12. Conduct the final audit within 12 months of termination – this audit accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 7

Taxing Jurisdiction	2020 Tax Increment Worksheet Interim Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
School District	$0.006520496	36.76%	$92,441	$176,428	$83,988	
Tech. College	$0.000795339	4.48%	$11,275	$21,520	$10,244	
County	$0.004049804	22.83%	$57,414	$109,577	$52,164	
Local (50%)	$0.006370219	35.92%	$90,310	$172,362	$82,052	$41,026
Total	$0.017735858	**100.0%**	**$251,440**	**$479,888**	**$228,448**	**$41,026**

TID No. 7 Tax Increment ProForma

City of De Pere
TID No. 7
6/30/2021

Assumptions					
TID Creation Date	**10/17/06**	Equalized Base Value	$ 12,056,000	$ 15,007,900	Base Value Redetermination (2014)
Valuation Date	**1/1/07**	Projected Tax Rate	0.01774	For County, City, Technical College, and School District	
Last Expenditure Year	**10/17/2028**	Annual Change in Tax Rate	0.50%		
Termination Year	**10/17/2033**	Property Appreciation Rate	0.50%	For Existing Construction	
TID Category		Construction Inflation Rate	1.00%	For New Construction After Creation Year	

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
					Construction	Land					
2007	2008	2009	12,056,000								2009
2008	2009	2010	0								2010
2009	2010	2011	0								2011
2010	2011	2012	0								2012
2011	2012	2013	0								2013
2012	2013	2014	0								2014
2013	2014	2015	0								2015
2014	2015	2016	0								2016
2015	2016	2017	0								2017
2016	2017	2018	0								2018
2017	2018	2019	0								2019
2018	2019	2020	0							$129,085	2020
2019	2020	2021	0				18,486,400	6,430,400	0.020100	$129,251	2021
2020	2021	2022	18,486,400		313,200		18,799,600	6,743,600	0.017736	$119,604	2022
2021	2022	2023	18,486,400	92,432	743,800	0	19,322,632	7,266,632	0.017825	$129,524	2023
2022	2023	2024	19,322,632	96,613	300,000	0	19,719,245	7,663,245	0.017914	$137,277	2024
2023	2024	2025	19,719,245	98,596	0	0	19,817,841	7,761,841	0.018003	$139,738	2025
2024	2025	2026	19,817,841	99,089	300,000	0	20,216,931	8,160,931	0.018093	$147,658	2026
2025	2026	2027	20,216,931	101,085	0	0	20,318,015	8,262,015	0.018184	$150,234	2027
2026	2027	2028	20,318,015	101,590	300,000	0	20,719,605	8,663,605	0.018275	$158,324	2028
2027	2028	2029	20,719,605	103,598	0	0	20,823,203	8,767,203	0.018366	$161,018	2029
2028	2029	2030	20,823,203	104,116	300,000	0	21,227,319	9,171,319	0.018458	$169,283	2030
2029	2030	2031	21,227,319	106,137	0	0	21,333,456	9,277,456	0.018550	$172,098	2031
2030	2031	2032	21,333,456	106,667	300,000	0	21,740,123	9,684,123	0.018643	$180,540	2032
2031	2032	2033	21,740,123	108,701	0	0	21,848,824	9,792,824	0.018736	$183,479	2033
2032	2033	2034	21,848,824	109,244	300,000	0	22,258,068	10,202,068	0.018830	$192,103	2034
2033	2034	2035	$22,258,068	111,290	0	0	$22,369,358	10,313,358	0.018924	$195,169	2035
2034	2035	2036	$22,369,358	111,847	300,000	0	$22,781,205	10,725,205	0.019019	$203,978	2036
2035	2036	2037	$22,781,205	113,906	0	0	$22,895,111	10,839,111	0.019114	$207,175	2037
2036	2037	2038	$22,895,111	114,476	0	0	$23,009,587	10,953,587	0.019209	$210,410	2038
Total					**$2,857,000**	**$0**				**$2,494,384**	

Notes: Assumed New Growth around Mulva Center (not including front street)
Assumed three year extension or three year tech college extension

TID No. 7 Tax Increment Cash Flow

City of De Pere

TID No. 7

6/30/2021

		Revenues					Expenses							
Year	Beginning Balance	Capital Interest & Debt Reserve	Tax Increment Revenue	Computer Aid/Grants	Bond Premium and Proceeds	General Fund Advance	Existing Debt Service Payments	Debt Insurance Cost	Future Debt Service Payments	Capital Expenses	Development Grant/Façade Grants	Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
2007	0													
2008	0													
2009	0													
2010	0													
2011	0													
2012	0													
2013	0													
2014	0													
2015	0													
2016	0													
2017	0													
2018	0													
2019	0													(1,137,622)
2020	(1,137,622)	0	129,085	6,998	227,780		462,813	2,978	0	199,900	59,559	31,466	(392,853)	(1,530,476)
2021	(1,530,476)	0	129,251	5,000	0		220,437		0	0	30,000	35,000	(151,185)	(1,681,661)
2022	(1,681,661)	0	119,604	5,000	0		216,285		0	0	30,000	35,000	(156,681)	(1,838,343)
2023	(1,838,343)	0	129,524	5,000	0		206,610		0	0	30,000	35,000	(137,086)	(1,975,428)
2024	(1,975,428)	0	137,277	5,000	0		172,110		0	0	0	35,000	(64,833)	(2,040,262)
2025	(2,040,262)	0	139,738	5,000	0		168,710		0	0	0	35,000	(58,972)	(2,099,233)
2026	(2,099,233)	0	147,658	5,000	0		140,175		0	0	0	35,000	(22,517)	(2,121,751)
2027	(2,121,751)	0	150,234	5,000	0		32,050		0	0	0	35,000	88,184	(2,033,567)
2028	(2,033,567)	0	158,324	5,000	0		36,350		0	0	0	35,000	91,974	(1,941,592)
2029	(1,941,592)	0	161,018	5,000	0		35,800		0	0	0	35,000	95,218	(1,846,374)
2030	(1,846,374)	0	169,283	5,000	0		25,250		0	0	0	35,000	114,033	(1,732,341)
2031	(1,732,341)	0	172,098	5,000	0		0		0	0	0	35,000	142,098	(1,590,243)
2032	(1,590,243)	0	180,540	5,000	0		0		0	0	0	35,000	150,540	(1,439,703)
2033	(1,439,703)	0	183,479	5,000	0		0		0	0	0	35,000	153,479	(1,286,224)
2034	(1,286,224)	0	192,103	5,000	0		0		0	0	0	35,000	162,103	(1,124,122)
2035	(1,124,122)	0	195,169	5,000	0		0		0	0	0	35,000	165,169	(958,953)
2036	(958,953)	0	203,978	5,000	0		0		0	0	0	35,000	173,978	(784,975)
Total	(784,975)	**0**	**2,569,277**	**80,000**	**0**	**0**	**1,278,255**		**0**	**199,900**	**149,559**	**591,466**		

Other Expenses include: Site Development Costs, Professional Services, Discretionary Spending, Administration Costs, and Organizational Costs.

0.50% = Assumed Investment Rate For Interest Income

6.B. Tax Increment District No. 10

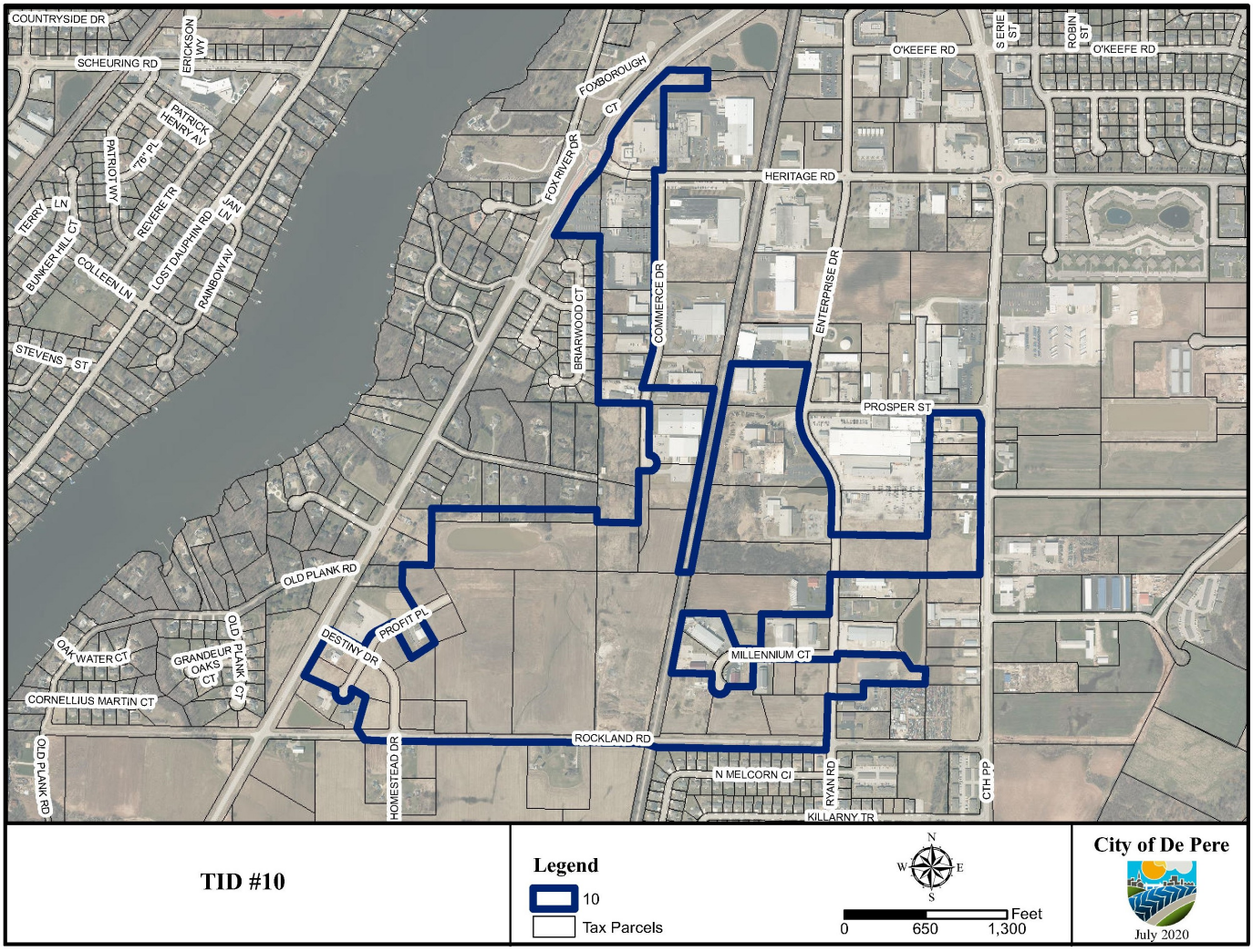
Introduction

The City created TIF District No. 10 to be the primary public financing tool for additional development of the east business park in the City. Within the boundaries of this Tax Incremental District are sites suitable for industrial and business/office development. The original TID No. 10 boundary was 173 acres, but in 2015 the City amended the TID to include an additional 45.301 acres to extend the TID to the current Belmark campus for an office expansion.

Statement of Change

2012 TID Base Value:	$24,811,900
2019 TID Total Value (previous):	$35,169,900
2020 TID Total Value (current):	$31,698,000
Total TID Increment:	$2,128,100
2019 to 2020 Increment Growth:	-$3,471,900
Prior Year Corrections:	$52,200
Actual Year Over Growth:	-$3,419,700
Percent Increment Growth:	-10%

TID Type:	Industrial Post-04
Creation Date:	8/7/2012
Maximum Expenditure Period:	8/7/2027
Termination Date:	8/7/2032
Extension (Yes/No):	Not at this time, but likely necessary



6.B. Tax Increment District No. 10

TID No. 10 Projections and Changes since 2019.

Due to changes in manufacturing assessments and recent sales of private property at a reduced rate, TID No. 10 saw a reduction of 33.5% in increment value from 2019 ($10,358,000) to 2020 ($6,886,100) without any major changes to businesses.

TID No. 10 Remaining Development Opportunities

Several redevelopment opportunities are remaining in TID No. 10. The City assumes $5,128,000 in new increment over the life of the TID. Based on projected revenues and additional borrowings the TID is projected to end with approximately a $2,645,000 deficit.

1. Approximately $5,400,000 in remaining and planned borrowing for infrastructure and development incentives;
2. Property values appreciate at 0.5% per year;
3. The current mill rate appreciate at 0.5 % per year;
4. Final year taxes collected in 2033; and
5. Assumed three-year extension to 2036.

Life After TID No. 10

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 10 closure would be approximately $322,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. Therefore, for this analysis, since the City currently has a 35.92% share the City could allocate 17.95% towards a level limit increase. That would add nearly $58,000 to the annual tax collections for the City. A detailed summary of TID No. 10 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the 2020 mill rate and not the anticipated mill rate at the end of the TID life.

Recommendations:

Staff recommends the following TID actions:

1. Conduct the required periodic audit and use the results to utilize the standard or three–year technical college extensions.
2. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID Closure.
3. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
4. Reduce façade grant funding or replace façade grant funding with annually supported or matched dollars from the General Fund. As an example, a $30,000 façade grant would need to increase the value of the property by at least $75,000 to recoup the grant costs over the remaining life of the district.
5. Utilize more PAYGO development incentives to reduce City risk and borrowing.
6. Require guaranteed revenue vs guaranteed values in cash grant agreements.
7. Limit annual administration costs to those essential to managing the TID.
8. Utilize the standard three-year extension
9. Utilize the technical college three-year extension
10. Conduct end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.
11. Conduct the final audit within 12 months of termination – this audit accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 10

Taxing Jurisdiction	2020 Tax Increment Worksheet Interim Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
School District	$0.006520496	36.76%	$190,248	$308,989	$118,741	
Tech. College	$0.000795339	4.48%	$23,205	$37,689	$14,483	
County	$0.004049804	22.83%	$118,161	$191,909	$73,749	
Local (50%)	$0.006370219	35.92%	$185,863	$301,867	$116,005	$58,002
Total	$0.017735858	**100.0%**	**$517,477**	**$840,454**	**$322,978**	**$58,002**

TID No. 10 Tax Increment ProForma

City of De Pere

TID No. 10

6/30/2021

Assumptions

TID Creation Date	**1/1/20**	Equalized Base Value	$ 7,927,000	Amendment Value	$ 16,884,900 (Dec 1, 2015- 2016 Report Year)
Valuation Date	**1/1/20**	Projected Tax Rate	-		
Last Expenditure Year	**1/1/2035**	Annual Change in Tax Rate	0.50%		
Termination Year	**1/1/2040**	Property Appreciation Rate	0.00%		
TID Category	Industrial	Construction Inflation Rate	0.00%		

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate**	TIF Revenue	TID Revenue Year
					Construction/ Land*	PP					
2012	2013	2014							As Reported	$42,608	2014
2013	2014	2015							As Reported	$55,554	2015
2014	2015	2016							As Reported	$123,951	2016
2015	2016	2017							As Reported	$124,947	2017
2016	2017	2018							As Reported	$206,690	2018
2017	2018	2019							As Reported	$200,385	2019
2018	2019	2020					35,169,900		0.020074	$207,928	2020
2019	2020	2021			(3,471,900)		31,698,000	6,886,100	0.017586	$121,096	2021
2020	2021	2022	31,698,000	0	500,000	0	32,198,000	7,386,100	0.017674	$130,538	2022
2021	2022	2023	32,198,000	0	500,000	0	32,698,000	7,886,100	0.017762	$140,072	2023
2022	2023	2024	32,698,000	0	0	0	32,698,000	7,886,100	0.017851	$140,772	2024
2023	2024	2025	32,698,000	0	400,000	0	33,098,000	8,286,100	0.017940	$148,652	2025
2024	2025	2026	33,098,000	0	1,500,000	0	34,598,000	9,786,100	0.018030	$176,440	2026
2025	2026	2027	34,598,000	0	1,500,000	0	36,098,000	11,286,100	0.018120	$204,502	2027
2026	2027	2028	36,098,000	0	400,000	0	36,498,000	11,686,100	0.018210	$212,808	2028
2027	2028	2029	36,498,000	0	400,000	0	36,898,000	12,086,100	0.018301	$221,193	2029
2028	2029	2030	36,898,000	0	1,500,000	0	38,398,000	13,586,100	0.018393	$249,888	2030
2029	2030	2031	38,398,000	0	400,000	0	38,798,000	13,986,100	0.018485	$258,532	2031
2030	2031	2032	38,798,000	0	1,500,000	0	40,298,000	15,486,100	0.018577	$287,690	2032
2031	2032	2033	40,298,000	0	0	0	40,298,000	15,486,100	0.018670	$289,129	2033
2032	2033	2034	40,298,000	0	0	0	40,298,000	15,486,100	0.018764	$290,575	2034
2033	2034	2035	40,298,000	0	0	0	40,298,000	15,486,100	0.018857	$292,027	2035
2034	2035	2036	40,298,000	0	0	0	40,298,000	15,486,100	0.018952	$293,488	2036
Total				**$0**	**$5,128,100**	**$0**				**$3,543,376**	

Notes:
2020: Song Industries $300,000 (portion), small projects ($200,000)
2021: Song Industries $500,000 (remaining)
2024: Belmark $1,500,000
2025: Belmark $1,500,000 (remaining)
2028, 2030: $1,500,000 project(s)
2023, 2026, 2027, 2029: $400,000 project(s)
As Reported

Tax Increment Cash Flow

City of De Pere

TID No. 10

Annual Report Update 8/31/2020

Year	Beginning Balance	Revenues: Capital Interest & Debt Reserve	Tax Increment Revenue	Computer Aid / State Grant / Other State Shared Revenue	Property Sales and Leases	Existing Debt Premium	Existing Long Term Debt & Other Financing Sources	Future Long Term Debt & Other Financing Sources	Future Debt Premium	Existing Debt Principle and Interest	Future Debt Principle and Interest	Past Infrastructure & Related Cpaital Cost	Past Land Purchase	Development Incentives Cash Grant Payout	Debt Issuance Costs	Professional Services, Grants, Annual Admin,	Annual Surplus (Deficit)	Balance After Surplus to Principal
2012	0																	
2013	0																	
2014	0																	
2015	0																	
2016	0																	
2017	0																	
2018	0																	
2019	0																	387,062
2020	387,062	-	207,928	20,110	-		-		-	531,568		409,697	-	2,117	-	97,327	(812,672)	(425,610)
2021	(425,610)	-	121,096	20,000	-		-	205,000	5,125	527,604	5,125	-	-	200,000	-	20,000	(401,508)	(827,118)
2022	(827,118)	-	130,538	5,000	-		-	310,000	36,341	505,413	36,341	-	-	500,000	-	20,000	(579,874)	(1,406,992)
2023	(1,406,992)	-	140,072	5,000	-	-	-	-	-	508,355	71,826	-	-	-	-	20,000	(455,109)	(1,862,101)
2024	(1,862,101)	-	140,772	5,000	-	-	-	-	-	485,553	71,826	-	-	-	-	20,000	(431,606)	(2,293,707)
2025	(2,293,707)	-	148,652	5,000	-	-	-	-	-	486,203	71,826	-	-	-	-	20,000	(424,376)	(2,718,083)
2026	(2,718,083)	-	176,440	5,000	-	-	-	-	-	491,213	71,826	-	-	-	-	20,000	(401,598)	(3,119,681)
2027	(3,119,681)	-	204,502	5,000	-	-	-	-	-	425,530	71,826	-	-	-	-	20,000	(307,854)	(3,427,535)
2028	(3,427,535)	-	212,808	5,000	-	-	-	-	-	429,858	71,826	-	-	-	-	20,000	(303,875)	(3,731,410)
2029	(3,731,410)	-	221,193	5,000	-	-	-	-	-	428,560	71,826	-	-	-	-	-	(274,193)	(4,005,602)
2030	(4,005,602)	-	249,888	5,000	-	-	-	-	-	246,858	43,235	-	-	-	-	-	(35,204)	(4,040,806)
2031	(4,040,806)	-	258,532	5,000	-	-	-	-	-	165,238	-	-	-	-	-	-	98,294	(3,942,512)
2032	(3,942,512)	-	287,690	5,000	-	-	-	-	-	165,200	-	-	-	-	-	-	127,490	(3,815,022)
2033	(3,815,022)	-	289,129	5,000	-	-	-	-	-	-	-	-	-	-	-	-	294,129	(3,520,893)
2034	(3,520,893)	-	290,575	-	-	-	-	-	-	-		-	-	-	-	-	290,575	(3,230,318)
2035	(3,230,318)	-	292,027	-	-	-	-	-	-	-		-	-	-	-	-	292,027	(2,938,291)
2036	(2,938,291)	$ -	$ 293,488	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	293,488	(2,644,803)
Total		$ -	$ 2,789,241	$ 100,110	$ -	$ -	$ -	$ -	$ 515,000	$ 41,466	$ 4,865,582	$ 587,480	$ -	$ -	$ 700,000	$ -	$ 160,000	

Other Expenses include: Site Development Costs, Professional Services, Discretionary Spending, Administration Costs, and Organizational Costs.

2012:Capital Costs: $ 495,000

2013:Capital Costs: $ 105,000

2016:Capital Costs: $ 555,000

2018:Capital Costs: $ 1,825,000

2019: Capital Costs: $ 1,760,000

2021 Development Incentives: Song $ 100,000

($100,000 in land grant)

Total General Fund Borrowing	$ -
Total General Fund Payback	$ -
General Fund	$ -

6.C. Tax Increment District No. 14

Introduction

The City created TIF District No. 14 to redevelop 428 N. Superior Street (Irwin School), an existing building located near the downtown. The building, constructed in 1924 and later renovated into offices in the late 1980's, has been vacant for well over a decade. The Irwin School is listed on both the state and national historic registers and is also part of the North Michigan Street/North Superior Street Historic District. A developer which specializes in residential development with a particular niche for adaptive reuse of historic buildings was interested in acquiring the property and renovating the structure into condos and also building townhomes on the balance of the property. It has been a slow-moving project but continues to progress forward.

TID Type:	Blight post-95
Creation Date:	10/16/2018
Maximum Expenditure Period:	10/16/2041
Termination Date:	10/16/2046
Extension (Yes/No):	No

Statement of Change

2018 TID Base Value:	$579,600
2019 TID Total Value (previous):	$579,600
2020 TID Total Value (current):	$574,200
Total TID Increment:	-$5,400
2019 to 2020 Increment Growth:	-$5,400
Prior Year Corrections:	$0
Actual Year Over Growth:	$0
Percent Increment Growth:	-1%

Reasons for Growth:

- Property value depreciation



6.C. Tax Increment District No. 14

TID No. 14 Projections and Changes since 2019.

The TID experienced a small loss in value. The first phase of the Irwin Park Townhomes was fully assessed in 2020.

TID No. 14 Remaining Development Opportunities

There are two remaining phases in the development. Both phased are scheduled to receive a cash grant upon completion of each phase. The City assumes $5,050,000 in new increment over the life of the TID. Based on projected revenues and additional borrowings the TID is projected to end with approximately $515,000 in surplus with the following assumptions:

1. Approximately $2,500,000 in remaining and planned borrowing for development incentives;
2. Property values appreciate at 0.5% per year;
3. The current mill rate appreciate at 0.5 % per year;
4. Annual administration costs; and
5. Final year taxes collected in 2046.

Life After TID No. 14

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 14 closure would be approximately $119,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. Therefore, for this analysis, since the City currently has a 35.92% share the City could allocate 17.95% towards a level limit increase. That would add nearly $21,500 to the annual tax collections for the City. A detailed summary of TID No. 14 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the 2020 mill rate and not the anticipated mill rate at the end of the TID life.

Recommendations:

Staff recommends the following TID actions:

1. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID Closure.
2. Require guaranteed revenue vs guaranteed values in cash grant agreements.
3. Limit annual administration costs to those essential to managing the TID.
4. Utilize the affordable house extension to seed fund the affordable housing programs.
5. Conduct end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.
6. Conduct the final audit within 12 months of termination – this audit accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 14

Taxing Jurisdiction	2020 Tax Increment Worksheet Interim Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
School District	$0.006520496	36.76%	$4,403	$48,315	$43,913	
Tech. College	$0.000795339	4.48%	$537	$5,893	$5,356	
County	$0.004049804	22.83%	$2,734	$30,008	$27,274	
Local (50%)	$0.006370219	35.92%	$4,301	$47,202	$42,901	$21,450
Total	$0.017735858	**100.0%**	**$11,976**	**$131,419**	**$119,443**	**$21,450**

TID No. 14 Tax Increment ProForma

City of De Pere

TID No. 14

6/30/2021

Assumptions

TID Creation Date	**10/16/18**	Equalized Base Value	$	574,200	
Valuation Date	**1/1/19**	Projected Tax Rate (2018)		0.02184	
Last Expenditure Year	**2041**	Annual Change in Tax Rate		0.50%	
Termination Year	**2046**	Property Appreciation Rate		0.50%	
TID Category	Rehab/Cons	Construction Inflation Rate		0.00%	

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
					Construction	Land					
2018	2019	2020	574,200	0	0	0	574,200	0	0.021843	$0	2020
2019	2020	2021	574,200	0	0	0	574,200	0	0.020074	$0	2021
2020	2021	2022	574,200	2,871	1,632,600	0	2,209,671	1,635,471	0.017736	$29,006	2022
2021	2022	2023	2,209,671	11,048	0	0	2,220,719	1,646,519	0.017825	$29,348	2023
2022	2023	2024	2,220,719	11,104	3,414,600	0	5,646,423	5,072,223	0.017914	$90,862	2024
2023	2024	2025	5,646,423	28,232	0	0	5,674,655	5,100,455	0.018003	$91,825	2025
2024	2025	2026	5,674,655	28,373	0	0	5,703,028	5,128,828	0.018093	$92,797	2026
2025	2026	2027	5,703,028	28,515	0	0	5,731,543	5,157,343	0.018184	$93,780	2027
2026	2027	2028	5,731,543	28,658	0	0	5,760,201	5,186,001	0.018275	$94,772	2028
2027	2028	2029	5,760,201	28,801	0	0	5,789,002	5,214,802	0.018366	$95,775	2029
2028	2029	2030	5,789,002	28,945	0	0	5,817,947	5,243,747	0.018458	$96,788	2030
2029	2030	2031	5,817,947	29,090	0	0	5,847,037	5,272,837	0.018550	$97,812	2031
2030	2031	2032	5,847,037	29,235	0	0	5,876,272	5,302,072	0.018643	$98,846	2032
2031	2032	2033	5,876,272	29,381	0	0	5,905,653	5,331,453	0.018736	$99,891	2033
2032	2033	2034	5,905,653	29,528	0	0	5,935,182	5,360,982	0.018830	$100,946	2034
2033	2034	2035	5,935,182	29,676	0	0	5,964,858	5,390,658	0.018924	$102,012	2035
2034	2035	2036	5,964,858	29,824	0	0	5,994,682	5,420,482	0.019019	$103,090	2036
2035	2036	2037	5,994,682	29,973	0	0	6,024,655	5,450,455	0.019114	$104,178	2037
2036	2037	2038	6,024,655	30,123	0	0	6,054,779	5,480,579	0.019209	$105,278	2038
2037	2038	2039	6,054,779	30,274	0	0	6,085,053	5,510,853	0.019305	$106,388	2039
2038	2039	2040	6,085,053	30,425	0	0	6,115,478	5,541,278	0.019402	$107,511	2040
2039	2040	2041	6,115,478	30,577	0	0	6,146,055	5,571,855	0.019499	$108,644	2041
2040	2041	2042	6,146,055	30,730	0	0	6,176,785	5,602,585	0.019596	$109,790	2042
2041	2042	2043	6,176,785	30,884	0	0	6,207,669	5,633,469	0.019694	$110,947	2043
2042	2043	2044	6,207,669	31,038	0	0	6,238,708	5,664,508	0.019793	$112,116	2044
2043	2044	2045	6,238,708	31,194	0	0	6,269,901	5,695,701	0.019892	$113,297	2045
2044	2045	2046	6,269,901	31,350	0	0	6,301,251	5,727,051	0.019991	$114,490	2046
Total				**$679,851**	**$5,047,200**	**$0**				**$2,410,189**	

Notes: As Reported

TID No. 14 Tax Increment Cash Flow

City of De Pere

TID No. 14

8/27/2020

Year	Beginning Balance	Revenues: Capital Interest & Debt Reserve	Revenues: Tax Increment Revenue	Revenues: Bond Proceeds	Revenues: Cap Interest	Revenues: Interest Income	Expenses: Existing Debt Service (2019)	Expenses: Proposed Debt Service	Expenses: Irwin Park Townhomes Disburse-ments	Expenses: Debt Issuance	Expenses: Professional Services, Grants, Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
2018	0												0
2019	0												434,106
2020	434,106	0	0	665,000	0	0	0	0	436,009	7,714	150	221,127	655,233
2021	655,233	0	0	0	0	0	92,274	0	0	0	0	(92,274)	562,959
2022	562,959	0	29,006	0	0	0	152,750	0	0	0	0	(123,744)	439,215
2023	439,215	0	29,348	0	0	0	156,108	14,600	0	0	0	(141,359)	297,856
2024	297,856	0	90,862	0	0	0	154,255	89,436	0	0	0	(152,829)	145,027
2025	145,027	0	91,825	0	0	0	152,305	89,436	0	0	0	(149,917)	(4,890)
2026	(4,890)	0	92,797	0	0	0	155,258	89,436	0	0	0	(151,897)	(156,786)
2027	(156,786)	0	93,780	0	0	0	262,958	89,436	0	0	0	(258,614)	(415,401)
2028	(415,401)	0	94,772	0	0	0	267,775	89,436	0	0	0	(262,439)	(677,840)
2029	(677,840)	0	95,775	0	0	0	267,090	89,436	0	0	0	(260,751)	(938,591)
2030	(938,591)	0	96,788	0	0	0	70,980	89,436	0	0	0	(63,628)	(1,002,219)
2031	(1,002,219)	0	97,812	0	0	0	0	89,436	0	0	0	8,375	(993,843)
2032	(993,843)	0	98,846	0	0	0	0	89,436	0	0	0	9,410	(984,434)
2033	(984,434)	0	99,891	0	0	0	0	0	0	0	0	99,891	(884,543)
2034	(884,543)	0	100,946	0	0	0	0	0	0	0	0	100,946	(783,597)
2035	(783,597)	0	102,012	0	0	0	0	0	0	0	0	102,012	(681,585)
2036	(681,585)	0	103,090	0	0	0	0	0	0	0	0	103,090	(578,495)
2037	(578,495)	0	104,178	0	0	0	0	0	0	0	0	104,178	(474,317)
2038	(474,317)	0	105,278	0	0	0	0	0	0	0	0	105,278	(369,040)
2039	(369,040)	0	106,388	0	0	0	0	0	0	0	0	106,388	(262,651)
2040	(262,651)	0	107,511	0	0	0	0	0	0	0	0	107,511	(155,141)
2041	(155,141)	0	108,644	0	0	0	0	0	0	0	0	108,644	(46,496)
2042	(46,496)	0	109,790	0	0	0	0	0	0	0	0	109,790	63,293
2043	63,293	0	110,947	0	0	0	0	0	0	0	0	110,947	174,240
2044	174,240	0	112,116	0	0	0	0	0	0	0	0	112,116	286,356
2045	286,356	0	113,297	0	0	0	0	0	0	0	0	113,297	399,654
2046	399,654	0	114,490	0	0	0	0	0	0	0	0	114,490	514,144
	Remaining Total	0	2,410,189	0	0	0	1,731,751	819,526	0	0	0		

Other

Bond proceeds for Site Assemble Incentive, 1st and 2nd Disbursements

Anticipated bond proceeds for 3rd, 4th, and 5th Disbursements

Site Assembly Incentives (2019), 1st and 2nd Disbursments (2020), 3rd, 4th, and 5th Disbursements (2021- 2022?)

Staff anticiaptes refinancing to extend payments

5.H. Tax Increment District No. 16

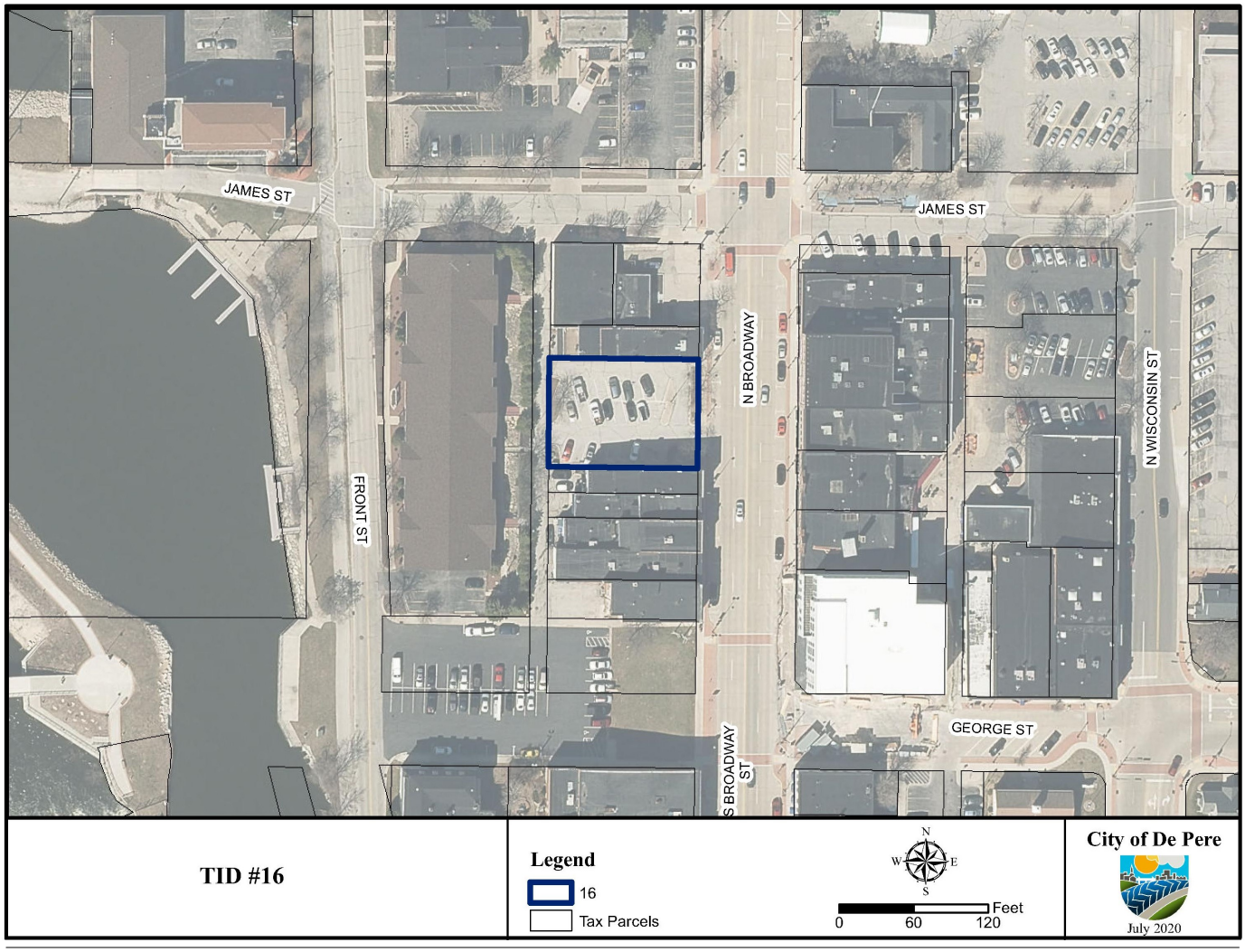
Introduction

The City created TIF District No. 16 to redevelop 123 North Broadway Street, a City-owned downtown public parking lot into a 38,000 square foot, four-story mixed-use residential/commercial space building. The redevelopment (herein referred to as "123 North Broadway") will feature approximately 2,660 square feet of commercial space. A variety of residential rental space (including short term-rental units, and one or two-bedroom apartment units), together with on-site parking and other amenities. This redevelopment would be a great fit for the downtown as the City has a strong demand for additional housing options as well as quality spaces for expansion of the City's downtown commercial economy. The TID area is approximately 0.25 acres.

TID Type:	Rehabilitation/conservation
Creation Date:	02/19/2020
Maximum Expenditure Period:	02/19/2043
Termination Date:	02/19/2048
Extension (Yes/No):	No

Statement of Change

2020 TID Base Value:	$0
2019 TID Total Value (previous):	N/A
2020 TID Total Value (current):	N/A
Total TID Increment::	N/A
2019 to 2020 Increment Growth:	N/A
Prior Year Corrections:	N/A
Actual Year Over Growth:	N/A
Percent Increment Growth:	N/A
Reasons for Growth:	N/A



6.C. Tax Increment District No. 16

TID No. 16 Projections and Changes since 2019.

This section is not applicable as the TID was created in February 2020. The individual redevelopment project was delayed in 2020 and 2021 due to COVID and construction costs. The project has been delayed to 2022.

TID No. 16 Remaining Development Opportunities

This is a single use TID and based on projected revenues and additional borrowings the TID is projected to end with approximately $554,000 in surplus with the following assumptions:

1. Approximately $1,666,000 in remaining and planned borrowing for development incentives.
2. Property values appreciate at 0.5% per year;
3. The current mill rate appreciate at 0.5 % per year;
4. Annual administration costs; and
5. Final year taxes collected in 2048.

Life After TID No. 16

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 16 closure would be approximately $106,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. Therefore, for this analysis, since the City currently has a 35.92% share the City could allocate 17.95% towards a level limit increase. That would add nearly $19,000 to the annual tax collections for the City. A detailed summary of TID No. 16 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the 2020 mill rate and not the anticipated mill rate at the end of the TID life.

Recommendations:

Staff recommends the following TID actions:

1. Consider closing and paying any remaining debt and close TID No. 16 and recreate the TID in 2020 so ensure the TID has enough years to pay of any debt.
2. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID Closure.
3. Require guaranteed revenue in a future development agreement revision.
4. Limit annual administration costs to those essential to managing the TID.
5. Utilize the affordable house extension to seed fund the affordable housing programs.
6. Conduct end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.
7. Conduct the final audit within 12 months of termination – this audit accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 16

Taxing Jurisdiction	2020 Tax Increment Worksheet Interim Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
School District	$0.006520496	36.76%	$0	$39,187	$39,187	
Tech. College	$0.000795339	4.48%	$0	$4,780	$4,780	
County	$0.004049804	22.83%	$0	$24,338	$24,338	
Local (50%)	$0.006370219	35.92%	$0	$38,284	$38,284	$19,142
Total	$0.017735858	**100.0%**	**$0**	**$106,588**	**$106,588**	**$19,142**

Tax Increment ProForma

TID No. 16

Assumptions			
TID Creation Date	**2/19/20**	Equalized Base Value	$ -
Valuation Date	**1/1/20**	Projected Tax Rate	0.02007
Last Expenditure Year	**2041**	Annual Change in Tax Rate	0.00%
Termination Year	**2047**	Property Appreciation Rate	1.00%
TID Category	Rehab/Cons	Construction Inflation Rate	0.00%

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
					Construction	Land					
2020	2021	2022	0	0	0	0	0	0	0.020074	$0	2022
2021	2022	2023	0	0	2,500,000	0	2,500,000	2,500,000	0.020074	$50,185	2023
2022	2023	2024	2,500,000	25,000	1,500,000	0	4,025,000	4,025,000	0.020074	$80,798	2024
2023	2024	2025	4,025,000	40,250	0	0	4,065,250	4,065,250	0.020074	$81,606	2025
2024	2025	2026	4,065,250	40,653	0	0	4,105,903	4,105,903	0.020074	$82,422	2026
2025	2026	2027	4,105,903	41,059	0	0	4,146,962	4,146,962	0.020074	$83,247	2027
2026	2027	2028	4,146,962	41,470	0	0	4,188,431	4,188,431	0.020074	$84,079	2028
2027	2028	2029	4,188,431	41,884	0	0	4,230,315	4,230,315	0.020074	$84,920	2029
2028	2029	2030	4,230,315	42,303	0	0	4,272,619	4,272,619	0.020074	$85,769	2030
2029	2030	2031	4,272,619	42,726	0	0	4,315,345	4,315,345	0.020074	$86,627	2031
2030	2031	2032	4,315,345	43,153	0	0	4,358,498	4,358,498	0.020074	$87,493	2032
2031	2032	2033	4,358,498	43,585	0	0	4,402,083	4,402,083	0.020074	$88,368	2033
2032	2033	2034	4,402,083	44,021	0	0	4,446,104	4,446,104	0.020074	$89,252	2034
2033	2034	2035	4,446,104	44,461	0	0	4,490,565	4,490,565	0.020074	$90,144	2035
2034	2035	2036	4,490,565	44,906	0	0	4,535,471	4,535,471	0.020074	$91,046	2036
2035	2036	2037	4,535,471	45,355	0	0	4,580,825	4,580,825	0.020074	$91,956	2037
2036	2037	2038	4,580,825	45,808	0	0	4,626,634	4,626,634	0.020074	$92,876	2038
2037	2038	2039	4,626,634	46,266	0	0	4,672,900	4,672,900	0.020074	$93,804	2039
2038	2039	2040	4,672,900	46,729	0	0	4,719,629	4,719,629	0.020074	$94,742	2040
2039	2040	2041	4,719,629	47,196	0	0	4,766,825	4,766,825	0.020074	$95,690	2041
2040	2041	2042	4,766,825	47,668	0	0	4,814,494	4,814,494	0.020074	$96,647	2042
2041	2042	2043	4,814,494	48,145	0	0	4,862,639	4,862,639	0.020074	$97,613	2043
2042	2043	2044	4,862,639	48,626	0	0	4,911,265	4,911,265	0.020074	$98,589	2044
2043	2044	2045	4,911,265	49,113	0	0	4,960,378	4,960,378	0.020074	$99,575	2045
2044	2045	2046	4,960,378	49,604	0	0	5,009,981	5,009,981	0.020074	$100,571	2046
2045	2046	2047	5,009,981	50,100	0	0	5,060,081	5,060,081	0.020074	$101,577	2047
2046	2047	2048	5,060,081	50,601	0	0	5,110,682	5,110,682	0.020074	$102,592	2048
Total				**$1,110,682**	**$4,000,000**	**$0**				**$2,332,187**	

Notes:

Tax Increment Cash Flow

City of De Pere

TID No. 16

8/27/2020

Year	Beginning Balance	Revenues						Expenses						Annual Surplus (Deficit)	Balance After Surplus to Principal
		Capital Interest & Debt Reserve	Tax Increment Revenue	Cap Interest	Bond Proceeds	Interest Income	General Fund Advance	Development Incentives Borrowing Payback	Development Incentives Cash Grant	General Fund Payback (1%)	Reserved	Reserved	Professional Services, Grants, Annual Admin		
2020	0	0	0	0		0	0	0		0	0	0	0	0	0
2021	0	0	0	0	1,320,000	0	0	0	1,226,000	0	0	0	10,000	84,000	84,000
2022	84,000	0	0	65,000		0	0	0		0	0	0	10,000	55,000	139,000
2023	139,000	0	50,185	0		0	0	29,700		0	0	0	10,000	10,485	149,485
2024	149,485	0	80,798	0		0	0	86,146		0	0	0	10,000	(15,347)	134,138
2025	134,138	0	81,606	0		0	0	86,146		0	0	0	10,000	(14,539)	119,599
2026	119,599	0	82,422	0		0		86,146		0	0	0	10,000	(13,723)	105,875
2027	105,875	0	83,247	0		0		86,146		0	0	0	10,000	(12,899)	92,976
2028	92,976	0	84,079	0		0		86,146		0	0	0	10,000	(12,067)	80,910
2029	80,910	0	84,920	0		0		86,146		0	0	0	10,000	(11,226)	69,684
2030	69,684	0	85,769	0		0		86,146		0	0	0	10,000	(10,377)	59,307
2031	59,307	0	86,627	0		0		86,146		0	0	0	10,000	(9,519)	49,788
2032	49,788	0	87,493	0		0		86,146		0	0	0	10,000	(8,653)	41,136
2033	41,136	0	88,368	0		0		86,146		0	0	0	10,000	(7,778)	33,358
2034	33,358	0	89,252	0		0		86,146		0	0	0	10,000	(6,894)	26,464
2035	26,464	0	90,144	0		0		86,146		0	0	0	10,000	(6,002)	20,463
2036	20,463	0	91,046	0		0		86,146		0	0	0	10,000	(5,100)	15,362
2037	15,362	0	91,956	0		0		86,146		0	0	0	10,000	(4,190)	11,173
2038	11,173	0	92,876	0		0		86,146		0	0	0	10,000	(3,270)	7,903
2039	7,903	0	93,804	0		0		86,146		0	0	0	10,000	(2,341)	5,562
2040	5,562	0	94,742	0		0		86,146		0	0	0	10,000	(1,403)	4,158
2041	4,158	0	95,690	0		0		86,146		0	0	0	10,000	(456)	3,702
2042	3,702	0	96,647	0		0		86,146		0	0	0	10,000	501	4,203
2043	4,203	0	97,613	0		0	0	0		26	0	0	10,000	87,588	91,791
2044	91,791	0	98,589	0		0	0	0		26	0	0	10,000	88,564	180,355
2045	180,355	0	99,575	0		0	0	0		26	0	0	10,000	89,550	269,905
2046	269,905	0	100,571	0		0	0	0		0	0	0	10,000	90,571	360,475
2047	360,475	0	101,577	0		0	0	0		0	0	0	10,000	91,577	452,052
2048	452,052	0	102,592	0		0	0	0		0	0	0	0	102,592	554,644
Total		0	2,229,595				0	1,666,466		77	0	0	270,000		

Other

6.D. Tax Increment District No. 17

Introduction

Tax Incremental District No. 17 ("TID No.17") is being created as an overlap of Tax Incremental District No. 10 (TID No. 10). TID No. 10 was created on August 7, 2012 and is expected to terminate (absent extension) ending August 7, 2032. The City created TID No. 10 to spur the development of the southern portion of the East Industrial Park and help facilitate the development of the Southern Bridge project; however, as the Southern Bridge project continued to delay, the prospect of developing TID No. 10 became more challenging as businesses are reluctant to locate into a park that does not have immediate interstate access and requires their raw goods and finished products to cross through a congested downtown bridge. Businesses now have a renewed vigor for this area with the announcement of the Southern Bridge preferred route from I-41 to County Highway GV. Specifically, the City has a large proposed development utilizing property currently located in TID No. 10 that will require TIF incentives to spur the development and facilitate the construction of the extension of Commerce Drive.

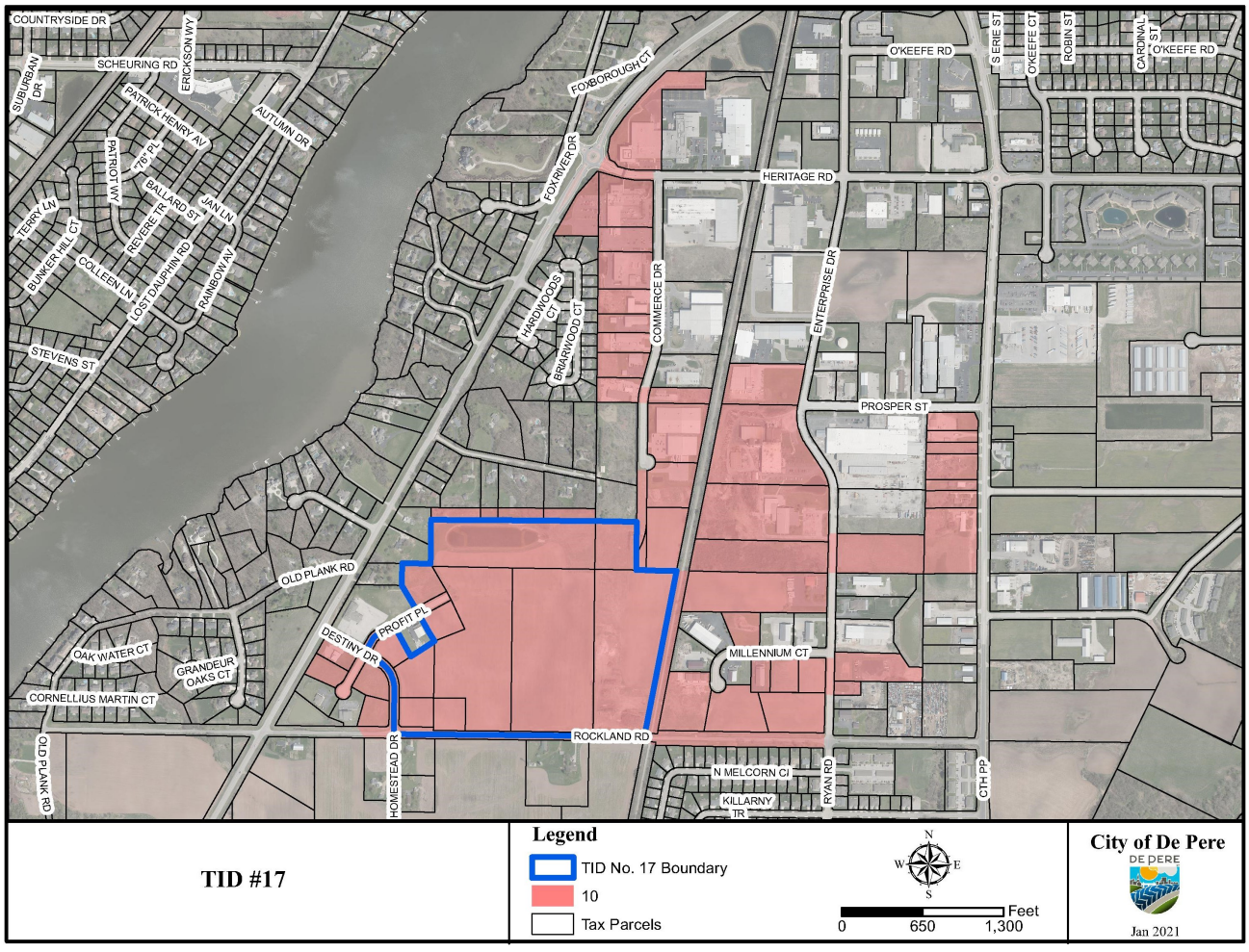
TID Type:	Industrial
Creation Date:	3/17/2021
Maximum Expenditure Period:	3/17/2036
Termination Date:	3/17/2041
Extension (Yes/No):	No

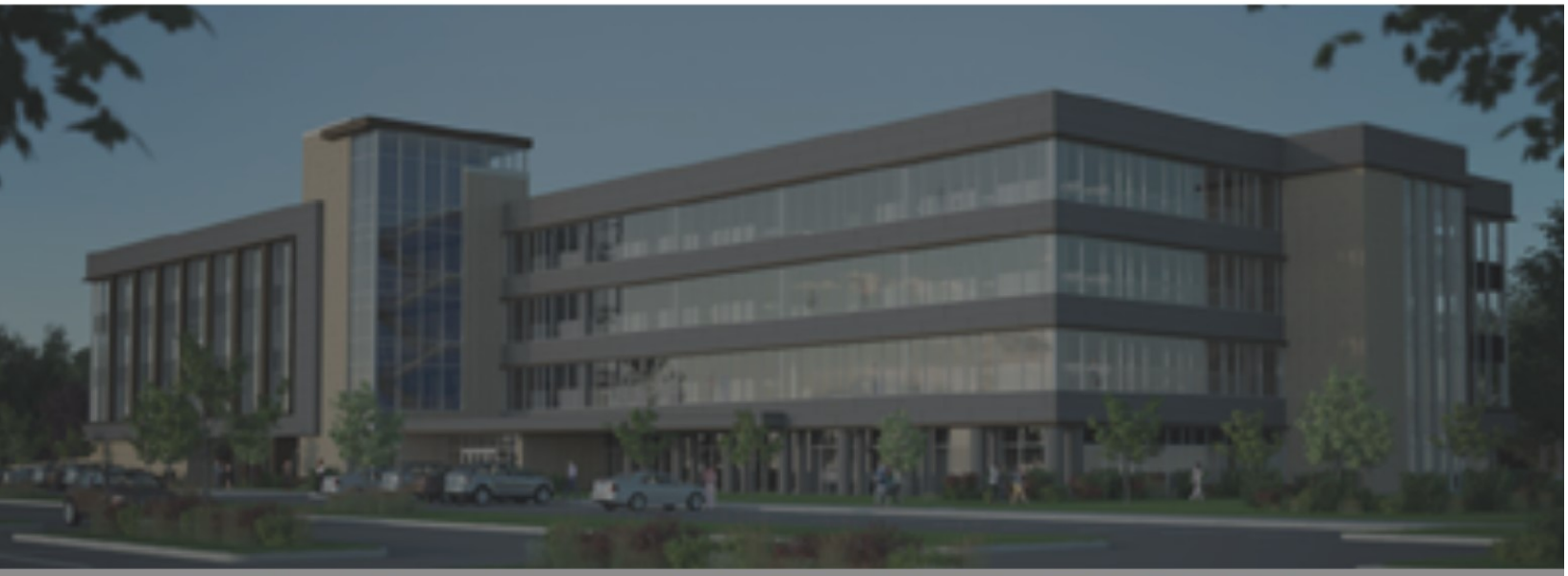
Statement of Change

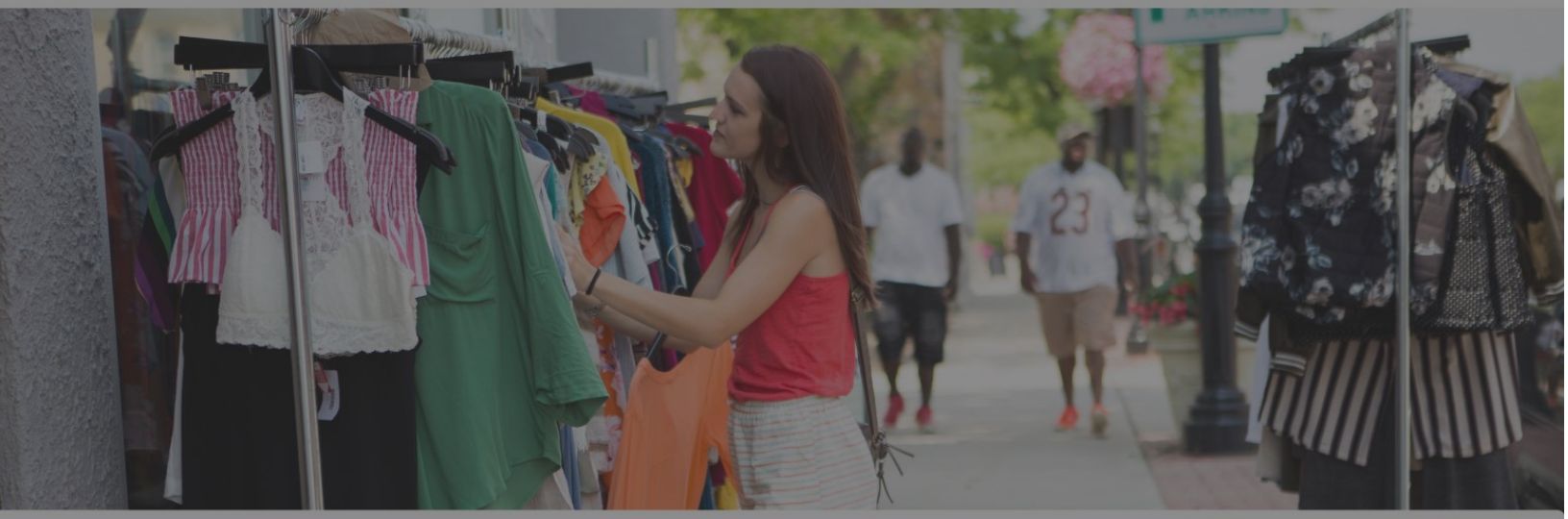
2021 TID Base Value:	$0
2019 TID Total Value (previous):	N/A
2020 TID Total Value (current):	N/A
Total TID Increment::	N/A
2019 to 2020 Increment Growth:	N/A
Prior Year Corrections:	N/A
Actual Year Over Growth	N/A
Percent Increment Growth:	N/A

Reasons for Growth:

- N/A









DE PERE®

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Ordinance #21-15 Amending Section 114-6 De Pere Municipal Code Regarding Solicitor Permit Hours.**

The Finance/Personnel Committee reviewed this matter at its meeting on July 13, and voted unanimously to approve this item and move it forward to the Common Council.

The proposed ordinance amendment changes the hours for direct sales activity from 9:00 a.m - 9:00 pm. to 9:00 a.m. - 8:00 p.m.

ATTACHMENTS:

- Ord21-15 (PDF)
- Ord21-XX Amending 114-6(a) Solicitation Hours - Redlined (PDF)

ORDINANCE #21-15
AMENDING SECTION 114-6 DE PERE MUNICIPAL CODE
REGARDING SOLICITOR PERMIT HOURS

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

SECTION 1. Section 114-6(a) De Pere Municipal Code is hereby amended by deleting 9:00 p.m. in sub-paragraph (1) and replacing it with 8:00 p.m.

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

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere this 20th day of July, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Review: 07/13/2021
Publication Date: _____
Effective Date: _____

Sec. 114-6(a)

(a) The following practices are hereby prohibited:

(1) Calling at any dwelling or other place between the hours of ~~9:00~~ 8:00 p.m. and 9:00 a.m. except by appointment;

(2) Calling at any dwelling or other place where a sign is displayed bearing the words "No Peddlers" or "No Solicitors" or words of similar meaning;

(3) Calling at the rear door of any dwelling place unless previously arranged;

(4) Remaining on any premises after being asked to leave by the owner, occupant or other person having authority over such premises;

(5) Misrepresenting or making false, deceptive or misleading statements concerning the quality, quantity or character or any goods or services offered for sale, the purpose of the visit, the identity of the caller or the identity of the organization represented;

a. A direct seller for a charitable organization shall specifically disclose what portion of the sale price of goods or services offered will actually be used for the charitable purpose for which the organization is seeking assistance, and said portion shall be expressed as a percentage of the sale price of the goods or services.

(6) Failing to outwardly display at all times while engaged in direct selling or soliciting the city-issued identification, if registration is required, or failing to display when requested a document identifying the direct seller or solicitor as representing an individual, a partnership, an association or a corporation, if exempt from the registration requirements of this chapter;

a. Failing to display, when requested to do so by any law enforcement officer, such identification or document.

(7) Impeding the free use of sidewalks, streets and other rights-of-way by pedestrians and vehicles;

a. Where sales or solicitations are made by vehicles, all traffic and parking regulations shall be observed.

(8) Making any loud noises or using any sound amplifying devices to attract customers if the noise produced is capable of being plainly heard outside a 100-foot radius of the source.

(9) Littering or allowing rubbish or litter to accumulate in or around the area where he/she is conducting activities.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Recommendation from the Finance and Personnel Committee to Adopt the Required Policies for the Community Development Block Grant (CDBG) Special Projects Affordable Housing Conversion Grant Application.**

At the July 13, 2021 meeting of the Finance and Personnel Committee, the Committee unanimously recommended approval of the remaining documents, policies, and ordinances necessary to complete the application to CDBG Special Projects Affordable Housing Conversion Grant for a developer to acquire and rehabilitate the building located at 525 N 10th Street, Oak Meadow Senior Apartments, into a 55-unit Independent Senior Living Facility. The City was invited to apply for the Special Projects Grant, which has an application deadline of August 6, 2021. The City scheduled the Public Hearing at the August 3, 2021 Council Meeting.

ATTACHMENTS:

- Vierbicher Memo - Common Council Memo Adopt Policies- Final (PDF)

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Madison, WI 53717
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MEMORANDUM

To: City of De Pere Common Council

From: Katherine A. Westaby, AICP

Subject: CDBG Special Projects Grant | Required Policies to be adopted

Date: July 13, 2021 (Meeting date)

The City of De Pere is applying for a CDBG Special Projects Grant for a developer to acquire and rehabilitate the building located at 525 N 10th Street, Oak Meadow Senior Apartments, into a 55-unit Independent Senior Living Facility. The City was invited to apply for the Special Projects Grant, which has an application deadline of August 6, 2021. Common Council approved an Agreement with Vierbicher to assist with the application at the June 15 Council meeting. To be eligible for CDBG funding the City of De Pere must have specific policies in place. Below is the list of policies that are required, and the reasoning for each policy. These documents are on the agenda for adoption by the Common Council. Vierbicher worked with Daniel Lindstrom, Development Services Director, to fit the policies and required language to the City standards.

1. **Public Participation Plan**
    a. Federal Regulations require that Local Units of Government provide citizens with adequate advance notice of and opportunity to comment on proposed activities in an application to the State for CDBG assistance. Citizen participation is required in the planning and administration of the CDBG projects. All CDBG applicants must prepare and implement a written Citizen Participation Plan. The Citizen Participation Plan has the minimum required components. The document addresses confirming the Common Council will act as the CDBG advisory Board (Citizen Participation Plan Committee). The Common Council is best to serve this roll because the Public Hearing will be at the Common Council meeting; however, due to the required composition of the Advisory Committee, a new Committee will have to be formed. The Mayor is Chief Elected Official can be on that committee that will sign the additional documents for the CDBG Application.
2. **Residential Anti-Displacement and Relocation Assistance Plan (RADRAP)**
    a. This document must be adopted by the local community and submitted with the application. The current property is vacant and thus this does not apply to the community, however, this policy must be reviewed and adopted.
3. **Non-Violent Civil Rights Demonstrations/Excessive Force**
    a. Additional citizen participation related requirement regarding non-violent civil rights demonstrations applies to CDBG projects. To be eligible for CDBG funding, a local unit of

government must have a policy in place that prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations in accordance with Section 519 of Public Law 101144; and commits the local unit of government to enforcing applicable state and local laws prohibiting physically barring entrances and exits for non-violent civil rights demonstrations.

The three documents listed above must be adopted before submitting the CDBG application on August 6. The Public Participation Plan must be approved at the July 20, 2021 common council meeting to move forward with the Public Hearing.

Public Hearing

a. The Public Hearing is proposed for August 3 at the regular Common Council Hearing to allow for the required 14-day notice. The Public hearing is scheduled to be published on July 9, 2021.
b. Public Hearing Agenda (Vierbicher will provide documents for packet)
    i. Identification of potential available funds
    ii. Eligible CDBG activities
    iii. Presentation of identified community development needs
    iv. Identification of community development needs by the public
    v. Presentation of activities proposed for CDBG application
    vi. Citizen input regarding proposed and other CDBG activities

Vierbicher will continue working with Daniel Lindstrom to obtain information for the Application from the City and the developer. The Common Council must approve the Authorizing Resolution to Submit CDBG Special Project Profile at the August 3, 2021, Common Council meeting. Daniel Lindstrom will then obtain the necessary signatures required from the Mayor by August 4, 2021 to complete the application.

Action	Party Responsible	Date
1. **Public Hearing Notice Sent to Paper by Noon**	Vierbicher/City	7/6/2021
2. **Project Narrative, Application Profile, Budget**	Vierbicher	6/282021-7/23/2021
3. **Public Notice in Paper**	Newspaper	7/9/2021
4. **Finance and Personnel Committee Recommendation Meeting** • Adopt Citizen Participation and Resolution • Policy for Non-Violent Civil Rights Demonstration • Residential Anti-Displacement and Relocation Assistance Plan	Finance and Personnel Committee	7/13/2021
5. **City Council Meeting Approvals** • Review and approve above materials	City Council	7/20/2021
6. **Obtain Developer Information**	City	7/16/2021
7. **Provide Public Hearing documents**	Vierbicher	7/28/2021
8. **City Council Meeting** • Public Hearing • Authorizing Resolution to Submit CDBG Application	City Council	8/3/2021
9. **Obtain necessary signatures from Mayor**	City	8/4/2021
10. **Submit CDBG Application**	Vierbicher	8/6/2021

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**A. Ordinance #21-16 Adopting Section 10-14, De Pere Municipal Code, Creating the Community Development Block Grant (CDBG) Advisory Board.**

ATTACHMENTS:

- Ord21-16 (PDF)
- Mayor-CC-repeal Sec 10-12 DPMC 7-20-21 (PDF)

ORDINANCE #21-16

ADOPTING SECTION 10-14, DE PERE MUNICIPAL CODE, CREATING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADVISORY BOARD

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

Section 1. Section 10-14, De Pere Municipal Code, is hereby created to read:

10-14. - **Community Development Block Grant (CDGB) Advisory Board.**

(a) *Purpose*. The CDBG Advisory Board is hereby established to implement the City's Public Participation Plan required under the Federal Housing and Community Development Act of 1974. The Board shall be responsible for implementation of the Public Participation Plan, including encouraging persons of low and middle incomes (LMI) to participate in proposed CDBG projects. The Board shall oversee the preparation of CDBG grant applications and provide for and encourage public participation in the process.

(b) *Commission composition*. The Board is hereby created, consisting of five (5) members. Of the membership and if available in the community, one shall be an alderperson, one shall have experience in real estate matters, one shall have experience in finance or financial institutions, one shall be a person of low to moderate income, and one shall have experience in the labor community. The Mayor shall appoint the board members, subject to confirmation by the Common Council. Of the initial members appointed, one shall serve a term of one year, two shall serve a term of two years, and one shall serve a term of three years; the alderperson shall finish his or her term. Thereafter, the term for each member shall be three years, except for the alderperson who shall serve a term of two years.

(c) *Officers, Meetings and Rules of Procedure*. The board shall annually elect a chair and vice-chair, elected by majority vote of the commission. The chair shall preside at meetings of the board and shall have the right to vote. The vice-chair shall, in case of absence or disability of the chair, perform the duties of the chair. The board shall hold meetings at such times as it deems necessary, and shall also meet upon the call of the chair. Three members of the board shall constitute a quorum.

(d) *Powers and duties of the Board.*

1. The Board shall have the authority and responsibility to hold public hearings when required for CDGB proposed projects or other public hearing required under state or federal law for CDGB purposes.
2. The Board shall oversee CDGB the preparation of grant application.
3. The Board shall implement the Public Participation Plan.
4. The Board shall encourage public participation, with emphasis on encouraging participation of low and moderate income persons.

Section 2. Section 10-12, Hiring policies and procedures, is repealed.

Section 3. The following sections of Chapter 10 of this Code are hereby renumbered:

1. Section 10-11, Dual Citizen Membership, is renumbered as Section 10-15;

2. Section 10-13, Board of Appeals, is renumbered as Section 10-11;
3. Section 10-14, Continuity of Government, is renumbered as Section 10-18;
4. Section 10-15, Commission on Aging, is renumbered as Section 10-12;
5. Section 10-18, Disposal of Abandoned Bicycles, is renumbered as Section 130-7;
6. Section 10-19, Sustainability Commission, is renumbered as Section 10-13

Section 4. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

Section 5. This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of July, 2021.

APPROVED:

_____
James Boyd, Mayor

ATTEST:

_____
Carey Danen, City Clerk

Ayes: _____
Nays: _____
Committee approval: 07/13/2021
Publication Date: _____
Effective Date: _____

CITY OF DE PERE
MEMO

To: James G. Boyd, Mayor
Members of the Common Council

From: Judith Schmidt-Lehman, City Attorney

Date: July 20, 2021 (meeting date)

RE: Proposed Repeal of Section 10-12 De Pere Municipal Code (part of Ordinance #21-16)

Included with this proposed ordinance creating the CDBG Advisory Board is a "mini-reorganization" of parts of Chapter 10 that were out of place or otherwise dated. A question regarding the proposed repeal of Section 10-12 De Pere Municipal Code covering Hiring Policies and Procedures was raised at the July 13, 2021 Finance/Personnel Committee meeting.

Sec. 10-12. **Hiring policies and procedures**, enacted in in 1974, reads:

> Except where hiring authority is specifically vested elsewhere by statute, the finance/personnel committee shall establish hiring policies and procedures consistent with state and federal law applicable to all positions of employment in the city.

Since 1974, personnel recruitment and hiring policies have shifted from a committee function to a human resources department function through the Council's adoption of various sections of the Employee Policy Manual. Additionally, the City's Anti-Discrimination ordinance (Chapter 9, De Pere Municipal Code) includes comprehensive employment discrimination prohibitions. With these changes over time, Section 10-12 has been become unused and no longer required. As such, the recommendation is to repeal that provision.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**B. Resolution #21-77 Adopting Policies for Participation in the Community Development Block Grant Program.**

ATTACHMENTS:

- Reso21-77 (PDF)
- Exhibit A-Citizen Participation Plan (PDF)
- Exhibit B-Residential Antidisplacement and Relocation Assistance Plan (PDF)
- Exhibit C-Excessive Force Policy (PDF)

RESOLUTION #21–77

ADOPTING POLICIES FOR PARTICIPATION IN THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the City of De Pere wishes to apply for Community Development Block Grant (CDBG) Special Project funding; and

WHEREAS, State of Wisconsin Department of Administration (DOA) and U.S. Department of Housing and Urban Development (HUD) regulations require recipients of CDBG monies to have in place the following policies:

1. A Citizen Participation Plan to provide citizens reasonable and timely access to public meetings and information on CDBG programs and encourage citizen participation, especially by persons of low to moderate income; and

2. An Anti-Displacement and Relocation Assistance Policy to minimize the direct and indirect displacement of persons from their homes by reason of private development or redevelopment; and

3. A Policy Prohibiting the Use of Excessive Force and Barring of Exits and Entrances for Non-Violent Civil Rights Demonstrations to allow for peaceful civil rights demonstrations.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council hereby approves and adopts:

1. The City of De Pere CDGB Citizen Participation Plan attached hereto and incorporated as Exhibit A;

2. The Residential Anti-Displacement and Relocation Assistance Plan for CDBG Programs, attached hereto and incorporated as Exhibit B; and

3. The Policy to Prohibit the Use of Excessive Force and the Barring of Entrances/Exits for Non-Violent Civil Rights Demonstrations attached hereto and incorporated as Exhibit C.

BE IT FURTHER RESOLVED:

That all city officials, officers, 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 20th day of July, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 07/13/2021

City De Pere
Community Development Block Grant (CDBG) Citizen Participation Plan

PURPOSE

In order for the CDBG Program to operate effectively, and to address the needs of the citizens of the City of De Pere (City) the entire population must be kept informed. The decision-making process must be open and consistent with State and Federal regulations. To accomplish this, the following plan will be followed:

PROGRAM OVERSIGHT

1. The City shall create a CDBG Advisory Board, members of which shall be appointed by the Mayor and confirmed by the Common Council. The CDGB Board shall be responsible for implementing the Citizen Participation Plan, as well as offering guidance in preparation of any grant application.
2. The City Director of Development Services shall oversee the preparation of any CDBG grant application.
3. To ensure responsiveness to the needs of its citizens, the City shall provide for and encourage citizen participation. Particular emphasis shall be given to participation by persons of low- to-moderate income (LMI).

CITIZEN PARTICIPATION

1. The City shall establish a CDBG Advisory Board composed of person's representative of the City demographics. This Board must include at least one LMI person.
2. The Board members should also include representatives from the local government, real estate, banking and labor communities whenever possible. The Board shall assume responsibility for coordinating all required elements of the Citizen Participation Plan. All Board members shall be residents of the City. The Development Services Department will coordinate setting the agenda for CDBG Advisory Board meetings in cooperation with the Board Chair.

NOTICE OF HEARINGS AND OTHER MEETINGS

1. Official notice of public hearings will be by public notice published in the City's Official Newspaper at least two l weeks (14 days) prior to the hearing date. In addition, the public hearing notice shall be posted at City Hall and otherwise provided as required under Chapter 985 Wisconsin Statutes. These notices will include time, place and date of meetings, as well as a brief agenda.
2. All public meeting notices shall comply with Wis. Stats. §19.84 and shall be worded in such a way as to encourage LMI participation. In addition, all meeting announcements shall include where, and during what time, information and records relating to proposed and actual use of CDBG funds may be found.

REQUIRED PUBLIC HEARINGS

Public hearings shall be held to obtain citizen views and to enable them to respond to grant proposals at all stages of the CDBG Program, including the development of citizen? Needs, the review of proposed activities and the review of program performance. Public hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodations for the handicapped, and, if needed, for non-English speaking persons.

1. The first public hearing will solicit and receive citizens' views and provide an explanation of:
    a. Community development needs, objectives, and strategies.
    b. The CDBG program including goals, objectives, application process, amount of funds available, timetable, eligible activities, etc.

c. The first public hearing shall be held during the development of the application for funds.

2. The second public hearing will solicit and receive citizens' views and provide a review of the performance of the funded activities. The second public hearing shall be held during the implementation of the program. The City of De Pere will attempt to have at least one of the public hearings in the service area (if applicable).

PROGRAM INFORMATION, FILES, and ASSISTANCE

1. Technical assistance will be provided to any citizen who requests information about program requirements. Assistance with the application process will be provided by City staff. A City staff member will meet with citizens on request.
2. The City of De Pere will maintain, in the City Clerk's Office, a record of all citizen participation efforts including minutes of meetings, newspaper clippings, and copies of notices and brochures.
3. Citizens will be invited to make proposals regarding the proposed grant application. If suitable proposals are submitted in writing, a written response will be provided within 15 days. Every effort will be made to respond to all proposals prior to the final action on the subject.
4. Citizens may petition or request in writing technical assistance about the program or request changes. City staff will respond to all requests within 15 days after the CDBG Advisory Board has met to discuss the request.

COMPLAINTS

The City of De Pere will handle citizen complaints about the program in a timely manner. By federal regulation the City of De Pere will respond in writing to all written letters of complaint within 15 days after receipt of the complaint. The nature and disposition of verbal complaints will be reported in a complaint log. The first contact for complaints should be made to the City Clerk in the City Clerk's Office.

In addition to the above procedure, any citizen wishing to object may complain directly to the following address:

Attention: Executive Staff Assistant, WI Department of Administration
Division of Energy, Housing and Community Resources, 9th Floor
P.O. Box #7970
Madison, WI 53707-7970

Written complaints should contain the following information and should be as specific as possible when describing:

1) The Program area being referenced: HOME, Community Development Block Grants for Housing (CDBG – Housing), Community Development Block Grants for Community Development (CDBG – Community Development), Emergency Solutions Grants (ESG), etc.;
2) The event resulting in the complaint;
3) The dates, details, and reason for the complaint; along with
4) The complainant's name, address, and telephone number.

NON-ENGLISH SPEAKING PERSONS

The City will regularly survey the municipality to identify non-English speaking persons and will make special efforts to assure them equal opportunity in the citizen's participation process.

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR CDBG PROGRAMS

This Residential Anti-Displacement and Relocation Assistance Plan (RARAP) is prepared by the City of De Pere (City) in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to the City's CDBG[1] projects.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, the City will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- ☒ Coordinate code enforcement with rehabilitation and housing assistance programs.
- ☒ Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- ☐ Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- ☒ Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- ☐ Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- ☐ Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- ☐ Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- ☐ Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.

(continued on the next page)

[1] CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

- ☒ Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- ☒ If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units" as defined in 24 CFR 42.305).
- ☒ Target only those properties deemed essential to the need or success of the project.
- ☐ Additional action that will be taken to address local needs & priorities, as determined by the Unit of General Local Government (UGLG).
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- ☐ Additional action that will be taken to address local needs & priorities, as determined by the Unit of General Local Government (UGLG).

Relocation Assistance to Displaced Persons

The City will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

One-for-One Replacement of Lower-Income Dwelling Units

The City will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program in accordance with 24 CFR 42.375.

Before entering into a contract committing the City to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City will make public by publishing a notice in the official City newspaper and submit to the U.S. Department of Housing and Urban Development (HUD) through the State, under the State CDBG Program, the following information in writing A description of the proposed assisted project;

1. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;

2. A time schedule for the commencement and completion of the demolition or conversion;

3. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. ***NOTE: See also 24 CFR 42.375(d).***

4. The source of funding and a time schedule for the provision of the replacement dwelling units;

5. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and

6. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom unit), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 6 are not available at the time of the general submission, the City will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), the City may submit a request to request to HUD (or to the State, if funded by the State) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

Contacts

The City Clerk at 920-339-4050 is responsible for tracking the replacement of lower-income dwelling units and ensuring that they are provided within the required period.

The City Clerk at 920-339-4050 is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted by the City of De Pere Common Council on: July 20, 2021

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

POLICY TO PROHIBIT THE USE OF EXCESSIVE
FORCE AND THE BARRING OF ENTRANCES/EXITS FOR
NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS

WHEREAS, Section 104 (L)(1) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 69 §5304) prohibits the State from expending or obligating any Community Development Block Grant funds to any unit of general local government that does not have or adopt a policy prohibiting the use of excessive force by local law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and a policy of enforcing State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction; and

WHEREAS, the City of De Pere wishes to pursue Community Development Block Grant Funds and to adopt policy that complies with Section 104 (L)(1) of Title I of the Housing and Community Development Act of 1974 as amended (42 USC 69 §5304).

NOW THEREFORE THECOMMON COUNCIL OF THE CITY OF DE PERE DECLARES:

1. It is policy of the City to prohibit the use of excessive force by law enforcement agencies within the City's jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

2. It is further the policy of the City to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within the City's jurisdiction.

3. All officials and employees of the City shall assist in the orderly prevention of excessive force within the City of De Pere by implementing the authority and enforcement procedures set forth in Title I of the Housing and Community Development Act of 1974.

4. The Common Council directs the De Pere Police Chief to implement this Resolution by amending applicable De Pere Police Department procedures.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of July, 2021.

APPROVED:

_____

James G. Boyd, Mayor

ATTEST:

_____

Carey E. Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**Historic Preservation Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Resolution #21-78 Approving Memorandum of Agreement Between the Wisconsin State Historic Preservation Office and the City of De Pere for the Completion of a National Register of Historic Places Nomination Project.**

On June 21, 2021 the Historic Preservation Commission unanimously recommended approval of the Memorandum of Agreement and Scope of Work by a vote of 5-0.

SUMMARY:
The Memorandum of Agreement and Scope of Work allows the City to hire a consultant, using a $12,000 grant, to prepare state and federal nomination documentation for three specific privately owned residences in the City. The three property owners are aware of the proposed project. Once the Memorandum of Agreement is signed, City staff and the Historic Preservation Commission can prepare to select a consultant to be approved by Common Council in September 2021. The required project deliverables are due to the Wisconsin Historical Society by July 30, 2022.

PROJECT HISTORY:
In January 2021, Gene Hackbarth, Historic Preservation Commission (HPC) Vice-Chair, applied for a sub-grant to cover the costs for a consultant to assist in the State/Federal nomination of three (3) residential properties in the City. The sub-grant did not require a City funded match.

On February 22, 2021 the City was notified by email that a sub-grant was awarded to the City in the amount of $12,000.

On June 10, 2021 a DRAFT Memorandum of Agreement, Scope of Work, and Template for Consultant Contract was forwarded to the City to consider edits with the Wisconsin Historical Society prior to any final approvals.

On June 21, 2021 the HPC unanimously recommended approval of the Memorandum of Agreement and Scope of Work by a vote of 5-0. The HPC recommendation included staff making necessary edits prior to Common Council review.

In June, 2021 staff made minor revisions to the document, which included separating out a Contract Template to be reviewed by Common Council later on in September 2021.

STAFF RECOMMENDATION:
Approve the Memorandum of Agreement and Scope of Work between the City and the Wisconsin Historical Society for a $12,000 sub-grant.

ATTACHMENTS:

- Reso21-78 (PDF)
- MOA+SOW - DePere 2021, nom - FINAL - 02 Jul 2021 (PDF)

RESOLUTION #21-78

APPROVING MEMORANDUM OF AGREEMENT BETWEEN THE
WISCONSIN STATE HISTORIC PRESERVATION OFFICE AND THE
CITY OF DE PERE FOR THE COMPLETION OF A NATIONAL REGISTER
OF HISTORIC PLACES NOMINATION PROJECT

WHEREAS, the City Historic Preservation Commission is interested in completing a National Register of Historic Places nomination and related activities for certain properties located at 1218 Fox River Drive, 815 Nicolet Avenue and 1336 Ridgeway Boulevard; and

WHEREAS, the attached Memorandum of Agreement is necessary in order to secure a $12,000 grant from the federal Historic Preservation Fund through a sub-grant from the Wisconsin State Historic Preservation Office to carry out the project; and

WHEREAS, the Historic Preservation Commission has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Memorandum of Agreement between the Wisconsin State Historic Preservation Office and the City of De Pere as is attached hereto.

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 20th day of July, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/21/2021

WISCONSIN HISTORICAL SOCIETY
816 State Street
Madison, Wisconsin 53706

MEMORANDUM OF AGREEMENT
BETWEEN
WISCONSIN STATE HISTORIC PRESERVATION OFFICE
AND
CITY OF DE PERE, WISCONSIN

SUBJECT: Subgrant funding up to $12,000 from federal Historic Preservation Fund through a subgrant from the State of Wisconsin
Project No. WI-21-10015

DATE OF AWARD: Feb. 19, 2021

POINT OF CONTACT: Jason Tish: jason.tish@wisconsinhistory.org 608-264-6512

This agreement between the State Historic Preservation Office (SHPO), and the City of De Pere, Wisconsin (Grantee) stipulates the terms and conditions of the funding for the above-referenced project, as well as the scope for work for the project. The grantee will undertake and coordinate a project to prepare National Register of Historic Places nomination materials for three individual properties in the city:

- a private residence located at 1218 Fox River Drive,
- a private residence located at 815 Nicolet Avenue, and
- a private residence located at 1336 Ridgeway Boulevard.

Completion of these nominations are supported by a grant of up to $12,000 from the federal Historic Preservation Fund (HPF) through a subgrant from the Wisconsin SHPO in support of the National Register of Historic Places (NRHP) program in Wisconsin. The NRHP program was established by the National Historic Preservation Act of 1966 (as amended), and is administered by the National Park Service, U.S. Department of the Interior. The Catalog of Federal Domestic Assistance number is 15.904.

The SHPO and the Grantee agree to the following:

Scope of Work

The Grantee will carry out the project as stipulated in this document and in the *Scope of Work* (*Attachment A)*.

Period of Performance

All work related to this project will be conducted between the date of the *Purchase Order* for this project and **August 31, 2022**.

Intermediate Deadlines

There are intermediate deadlines for project activities, reporting, and deliverables stipulated below and in the *Scope of Work.* Intermediate deadlines may be amended subject to the *Amendments* section below.

Oct. 15, 2021 – First *Progress Report* to SHPO is due
Jan. 15, 2022 – Second *Progress Report* to SHPO is due (if project has not been completed)
April 15, 2022 – Third *Progress Report* to SHPO is due (if project has not been completed)
July 30, 2022 – All deliverables in the *Scope of Work* are due
Aug. 31, 2022 – project work complete, and final reimbursement requests prepared
Sept. 15, 2022 – Final *Reimbursement Request* and *Project Completion Report* are due
Sept. 30, 2022 – End of federal fiscal year. No more project work or reimbursement

The Grantee will notify the SHPO if any situation arises that will adversely affect the timely or successful completion of this project.

The SHPO will review all deliverables within 30 days of receipt, and work with the consultant team to rectify incomplete or inadequate content. Project-related activities may occur after submission of deliverables.

Qualified Professional Consultation

To complete the Scope of Work, the Grantee will enter into a contract with a principal investigator who meets whose professional qualifications have been reviewed by the SHPO and determined to meet the *Secretary of the Interior's Professional Standards for Archaeology or Historic Architecture*. SHPO staff will maintain contact with the principal investigator for the duration of the project, and provide any training, advice, and technical assistance needed for the successful completion of project work. The Grantee will verify that sub-contractors hired by the principal investigator also meet the Professional Qualification Standards.

Contracts

The Grantee will provide SHPO with an opportunity to review and approve drafts of contracts for project-related work prior to executing such contracts.

The Grantee will comply with federal procurement standards in Chapter 17 of the Historic Preservation Fund Grants Manual (*HPF Manual*) when obtaining professional consulting services, and will submit documentation of such *prior to* reimbursement.

The Grantee will not contract with any party who is disbarred, suspended, or is otherwise excluded from or ineligible for participation in Federal assistance programs under *Executive Order 12549, Debarment and Suspension*.

Allowable Costs

Generally, expenses for the following types of activities are reimbursable under this grant when they are incurred in the completion of project. See Ch. 13 of the *HPF Manual* for more specific eligibility requirements:

- Professional and consulting service
- Travel
- Equipment, materials, and supplies used for project activities
- Exhibits for public display of project accomplishments
- Meeting facilities
- Printing of project materials and deliverables
- Advertising, marketing, and public information
- Time spent by CLG staff coordinating the project activities or hiring and directing consultants

All project-related costs are subject to applicable principles in the following *Office of Management and Budget (OMB) Circulars.*

- A-21 Cost Principles for Educational Institutions (as revised 5/10/2004);
- A-87 Cost Principles for State, Local and Indian Tribal Governments (as revised 5/10/2004);
- A-122 Cost Principles for Nonprofit Organizations (as revised 5/10/2004);
- A-102 Grants and Cooperative Agreements with State and Local Governments (as amended 8/29/97);
- A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, (as amended 9/30/99), and
- A-133 Audits of Institutions of States, Local Governments, and Nonprofit Institutions (as revised 6/27/03).

If the Grantee receives $750,000 or more annually in total federal funds, the Grantee will comply with the provisions of *OMB Circular A-133*, *Single Audit Act of 1984*, and submit to the SHPO a copy of the audit report within 30 days of publication.

All project-related spending will meet federal requirements for the Historic Preservation Fund, meet state requirements for the HPF subgrant program, conform to the approved project budget and occur within the period of performance, and be necessary and reasonable for the completion of the *Scope of Work*.

Grant funding may not be used for any work associated with "lobbying," in accordance with *18 U.S.C. 1913*.

Reimbursement

The Grantee may request reimbursement for project-related expenses any time, and as often as necessary during the course of project work.

The Grantee will request reimbursement for project-related expenses by completing a *Reimbursement Request* form provided by the SHPO. Each *Reimbursement Request* will be accompanied by:

- Documentation of project-related expenses (receipts, paid invoices, etc.)
- Documentation that those expenses were paid (receipt, satisfied invoices, cancelled checks, etc.)

On receipt of a *Reimbursement Request*, the SHPO will reimburse the Grantee, within 60 days, for allowable, paid, and documented costs directly related to the funded project.

The SHPO will reimburse the Grantee up to 75% of the grant award prior to the completion of the project. The SHPO will release the remaining 25% of the grant award after receipt of the final *Reimbursement Request Project Completion Report*, all deliverables stipulated in the *Scope of Work*, and a review of auditable records by SHPO staff.

The Grantee will submit a final *Reimbursement Request* on or before **September 15, 2022** for all unreimbursed, project-related expenses.

Reimbursement of project-related expenses is subject to availability of federal HPF funding committed to the SHPO from the National Park Service.

Retention of Records

The Grantee will retain all records related to project expenses and the procurement of professional services for at least three years after completion of the project. The Grantee will provide, upon request, access to these records to the State Legislative Audit Bureau, the SHPO, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives.

Amendments

After the execution of this MOA, the Grantee may propose, in writing, changes to the *Scope of Work*, budget, or deliverables to the SHPO in accordance with the requirements in section 11 of the *CLG Subgrant Manual*. The SHPO will respond within 30 days, either accepting or rejecting the proposed changes.

The *Period of Performance* cannot be amended because it is tied to federal deadlines for disbursement of Assistance funding.

General Stipulations

Because federal funds will be used to complete this project, materials produced with this funding will remain in the public domain and may not be copyrighted.

The Grantee will comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices.

The Grantee will comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including applicable Secretary of the Interior's standards.

The Grantee will comply *with Title VI of the Civil Rights Act of 1964* that states that no person, on the grounds of race, color, marital status, religious creed or national origin, will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance.

The Grantee will comply with the *Rehabilitation Act of 1973* and the *Age Discrimination Act of 1975* and all requirements imposed by or pursuant to the *Department of the Interior Regulations (43 CFR 17)* issued pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or physical ability, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Grantee receives financial assistance from the National Park Service, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

Any income earned during the *Period of Performance* by a Grantee from any project-related activities for which the Grantee requests reimbursement will be subtracted from the amount of the grant award.

The Grantee will indemnify and hold harmless the State Historic Preservation Officer, the Wisconsin Historical Society, and its officers, employees, and agents from actions or claims filed in response to any injury or damage received by any persons or property resulting from the Grantee's efforts to accomplish the *Scope of Work*.

Acknowledgment of Federal Assistance

The following acknowledgment of federal assistance (also available in Section 7 of the *Subgrant Manual*) will be printed in any publication or visual product resulting from this project. Publications, materials, projects, news release, speeches, and other dissemination of information relating to this project must also acknowledge the financial support of the National Park Service and the Wisconsin Historical Society.

"*The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal Funds from the National Park Service, U.S. Department of the Interior, and administered by the Wisconsin Historical Society. However, the contents and opinions do not necessarily reflect the views or policies of the Dept. of the Interior or the Wisconsin Historical Society. Nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Dept. of the Interior or the Wisconsin Historical Society*."

Termination of This Agreement

Either party may terminate this agreement by written notification to the other before the project is completed, and at least 60 days prior to the termination of the agreement.

If this agreement is terminated by the SHPO, except for reasons of non-compliance by the Grantee, the SHPO will reimburse the Grantee up to a maximum of 100% of the eligible costs incurred up to the termination date.

If this agreement is terminated by the Grantee, the SHPO may, at the discretion of the State Historic Preservation Officer, reimburse the Grantee for a maximum of 50% of the eligible costs incurred to the termination date, or may require the Grantee to return any or all federal funds transferred to the Grantee by the termination date, depending upon the circumstances of the termination. This agreement becomes effective upon signature by both parties below, and the receipt by the Grantee of a *Purchase Order* for the contract sum from the Wisconsin Historical Society on behalf of the State Historic Preservation Officer

WISCONSIN STATE HISTORIC PRESERVATION OFFICE

Daina Penkiunas Date
State Historic Preservation Officer

CITY OF DE PERE

James Boyd Date
Mayor, City of De Pere

Joseph Zegers Date
Finance Director, City of De Pere

Attachment A: Scope of Work
Project No. WI-21-10015
De Pere, Wisconsin

The State Historic Preservation Office (SHPO), Wisconsin Historical Society, and the City of De Pere, Wisconsin (Grantee), agree to the following scope of work and project conditions for the completion of National Register of Historic Places nomination documents for three individual properties in the city:

- a private residence located at 1218 Fox River Drive,
- a private residence located at 815 Nicolet Avenue, and
- a private residence located at 1336 Ridgeway Boulevard.

Compliance with Federal and State Guidance

Nomination forms and supporting materials for the National Register of Historic Places will be completed in accordance with the guidance in *National Register Bulletin 16A: How to Complete the National Register Registration Form*. The nominations will comply with *Additional Wisconsin SHPO Requirements*. The nominations will be submitted using the "Wisconsin Preferred" nomination form. The Grantee will direct the principal investigator to these documents, and notify them that compliance is required.

Subgrant Manual

In the allocation and use of this federal grant funding, the Grantee will comply with all standards and requirements in the *Historic Preservation Subgrant Administration Manual* (*Subgrant Manual*) published by the SHPO. The Grantee will direct the principal investigator to the *Subgrant Manual*, and notify them that compliance is required.

Request for Bids

After the execution of the Memorandum of Agreement (MOA), the local government of De Pere will issue a Request for Bids (RFB) to professional historic preservation consultants who have expressed interest in completing the nominations, and other consultants who may be interested in bidding on the project. The city will use a competitive negotiation process for procurement of professional services, selecting the most qualified competitor.

Contract Template

A contract template is provided for the convenience of the City. This template will be used when contracting with a consultant for the performance of the *Scope of Work*. While this template may be revised, sections XIII and XIV are critical to the integrity of the National Register program, and will be retained unrevised.

Principal Investigator and city staff

The consultant(s) selected to prepare the nominations will serve as the Principal Investigator(s) for the project, and must meet the *Secretary of the Interior's Professional Qualification Standards for Archaeology or Architectural History*. The city of De Pere will consult with the SHPO to ensure that the selected consultant meets these standards. City staff will assist the consultant in facilitating project work. SHPO staff will maintain contact with the principal investigator for the duration of the project, and provide any training, advice, and technical assistance needed for the successful completion of project work. Time spent by city staff to facilitate the project is eligible for reimbursement by the subgrant, and will be tracked and claimed for reimbursement.

SHPO review of nomination(s)

The SHPO will review and approve the scope and boundaries of the nomination prior to commencement of work. After each draft nomination is submitted to the SHPO, the SHPO will retain editorial privilege over all nominations. The city of De Pere will inform the Consultant(s) of their responsibility to participate in an iterative revision process for each nomination with the National Register staff at the SHPO, which may extend beyond the Period of Performance of the grant-funded project.

Deliverables

The following items will be submitted for each nomination by the project completion date. Each is more fully described in the supplementary manual. The completed nomination(s) is due at the SHPO by **July 30, 2022** in order to allow time for SHPO staff to ensure that all deliverables are complete and sufficient prior to the end of the Period of Performance.

1. One electronic copy and one paper copy of the National Register of Historic Places Inventory-Nomination Form (NPS Form 10-900).
2. One electronic copy and one paper copy of a 200-300-word summary of the significance of the property.
3. The full text of the nomination and of the summary statement on compact disk.
4. Photographs: Two commercially printed sets of digitally produced images printed at a size of 4" x 6" and labeled on the back in pencil. Digital image files in TIFF format on an archival compact disk. Al photographs, printed and digital, will comply with the National Park Service's *National Register Photo Policy*.
5. A PowerPoint presentation that fully documents the significance and appearance of the property for the Review Board meeting. The PowerPoint presentation must be compressed to create a file of manageable size. The presentation must be submitted on a CD together with the individual original uncompressed image files. Image files must be in JPG format at a minimum resolution of 300 DPI and a minimum width of 2000 pixels on the longest side. This should result in a file size of around 7MB. The individual image files must be labeled with the AHI number and descriptive detail.
6. Original USGS quadrangle maps as needed to identify the nominated property. The maps must be labeled in pencil as specified by the National Register and the SHPO and must include construction lines for the calculation of UTM coordinates.
7. District maps, site plans, and/or floor plans, as needed.
8. A complete list of all current property owners as listed in the land or tax records after the nomination is scheduled for a Review Board meeting. Historic district nominations require three full sets of mailing labels submitted on Avery 5160, Avery 5161, or similar label format.
9. One completed nomination submission checklist.
10. An update to the Wisconsin Historic Preservation Database (WHPD) as directed in the *Subgrant Manual*. New or updated records are required for all resources in the district whether contributing or non-contributing. The information for the nomination resources will be entered into WHPD by the consultant. The consultant will be given free access to WHPD for one month in order to enter the nomination findings for this project.
11. The City of De Pere will advise the consultant that they will be responsible for presenting the nomination(s) to the State Historic Preservation Review Board when it appears on the Board's agenda, and that any edits or additional information required by the State Review Board or the National Park Service will be provided by the consultant. Costs associated with this review process will be included in the project budget.

Acknowledgment of Federal Assistance

The following acknowledgment of federal assistance (also available in Section 7 of the *Subgrant Manual*) will be printed in any publication or visual product resulting from this project. Publications, materials, projects, news release, speeches, and other dissemination of information relating to this project must also acknowledge the financial support of the National Park Service and the Wisconsin Historical Society.

"*The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal Funds from the National Park Service, U.S. Department of the Interior, and administered by the Wisconsin Historical Society. However, the contents and opinions do not necessarily reflect the views or policies of the Dept. of the Interior or the Wisconsin Historical Society. Nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Dept. of the Interior or the Wisconsin Historical Society*."

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #21-79 Approving Grant Agreement and Accepting Grant from Community Foundation for the Fox Valley Region, Inc. (Voyageur Park Multi-Use Facility).**

ATTACHMENTS:

- Reso21-79 (PDF)
- Grant_Agreement_regarding_the_David_L._and_Ri (PDF)

RESOLUTION #21-79

APPROVING GRANT AGREEMENT AND ACCEPTING GRANT FROM COMMUNITY FOUNDATION FOR THE FOX VALLEY REGION, INC.
(Voyageur Park Multi-Use Facility)

WHEREAS, the David L. and Rita E. Nelson Family Fund ("the Fund"), a donor-advised fund within the Community Foundation for the Fox Valley Region supports parks, waterways, education, healthcare, community centers, historic preservation and historical societies through its grant program in order to improve quality of life throughout Northeast Wisconsin; and

WHEREAS, the City of De Pere has been recommended as the recipient of a generous grant in the amount of $500,000 from the Fund for the construction of a multi-use facility at Voyaguer Park; and

WHEREAS, pursuant to the terms and conditions of the Grant Agreement attached hereto, the facility shall be named the Nelson Family Pavilion; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council hereby approves and accepts the grant of $500,000 from the Community Foundation for the Fox Valley Region, on behalf of the David L. and Rita E. Nelson Family Fund, and thanks them for their very generous contribution to Voyageur Park.

BE IT FURTHER RESOLVED THAT:

> The Mayor and City Clerk are hereby authorized and directed to enter into the Grant Agreement attached hereto.

BE IT FURTHER RESOLVED THAT:

> The Director of Parks, Recreation & Forestry, or designee, is hereby authorized and directed to complete and submit the required reporting pursuant to the Grant Agreement.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of July, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Grant Agreement

The grant to your organization from the Community Foundation for the Fox Valley Region, Inc. is for the explicit purpose(s) described below and is subject to your acceptance of the following conditions. Please confirm by **COMPLETING THIS GRANT AGREEMENT WITH THE FOUNDATION.** You will then be eligible to receive the funds per the payment schedule below.

Grant #67048

Grantee	City of De Pere		
Project	Voyageur Park		
Grant Date	7/1/2021	**Tentative Date of Grant Completion**	12/31/2023
Total Amount Awarded	$500,000		
Payment Schedule	Upon receipt of signed Grant Agreement, the first payment of $250,000 will be scheduled for January 2022. Second-year payment of $250,000 will be scheduled for January 2023.		
Grant Purpose	For the construction of a multipurpose facility at Voyageur Park		
Required Reporting	Progress Report Final Report	**Due Date**	Every 6 months beginning February 1, 2022 Within 3 months of project completion
Naming Recognition	The facility will be named The Nelson Family Pavilion and have an interior plaque with final approval from Parks Board and City Council.		
Special Instructions	Proposed language for the plaque is attached.		

All grants are made in accordance with the current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder, as well as the following additional terms and conditions:

Initial each page to acknowledge you have read this Grant Agreement.

I. PUBLICIZING GRANTS

Grantee organizations are encouraged to make public announcements on their own, especially when such notices might stimulate additional support or help to spread word about important

new projects. Questions about publicity can be directed to Megan Mulholland, Director Marketing & Communications at mmulholland@cffoxvalley.org. We encourage you to send Megan final copies of news releases, promotions, and weblinks to published media stories.

A. Grantee shall recognize the Foundation in all publicity materials related to the funded project or program, **as specified in the grant notification letter**.
B. The Foundation retains the right to review and approve the content of any proposed publicity concerning this grant prior to its release.
C. Grantee shall allow the Foundation to include any information about this grant, including your logo or trademark, and materials about your organization, in any of the Foundation's publicity and reports.

II. EXPENDITURE OF FUNDS

This grant is to be used only for the purpose(s) described on page 1 of the Agreement. It is subject to the Foundation's terms and conditions as agreed to by your organization upon submission of its application, and as reiterated below. The program may be modified only with the Foundation's prior written approval. In addition,

A. **The grantee shall return to the Foundation any unused funds:**
    1. at the end of the grant period, unless written permission has been secured for an extension, or
    2. if the grantee has not performed as per this agreement and approved program/budget, or
    3. if the grantee loses its status as a public charity.

B. Grantee agrees to notify the Foundation immediately of any change in grantee's legal or tax status, or grantee's executive or key staff responsible for achieving the grant purposes, or grantee's ability to expend the grant for the intended purpose.

C. Funds provided by the Foundation may not be used to participate or intervene in political campaigns or to support an attempt to influence legislation except to the extent that such activities are permissible under IRS rules pertaining to recognized 501(c)(3) organizations.

D. Unless specifically authorized in writing by the Foundation, expenses charged against this grant may not be incurred prior to the start date of the grant or after the grant's end date as listed on page 1 of this Grant Agreement. Expenses may be incurred only as necessary to carry out the purposes and activities of the approved program.

E. The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records. -Grantee shall give the Foundation reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and maintain such files and records for a period of at least four years after completion or termination of the project.

III. REPORTS TO THE FOUNDATION

Progress Reports: Funding for each year of a multiple year commitment is conditional upon receipt, review, evaluation and approval of Progress Reports. The Foundation may require a report in writing, completion of a form, or an interview and presentation prior to approval of future year payments.

Final Reports: If required as a condition of this grant, the Foundation will forward a form prior to the due date, with an expectation that it be completed in full and returned by the deadline indicated.

IV. LIMIT OF COMMITMENT

Unless stipulated in writing, this grant is made with the understanding that the Foundation has no obligation to provide other or additional support to the grantee.

By signing below, City of De Pere understands and agrees that granted funds are to be used only for the purpose(s) set forth in its application and this agreement.

The undersigned are authorized to commit the grantee to abide by terms and conditions as set forth herein.

_____	_____
Mayor (signature)	**City Clerk (signature)**
_____	_____
Print Name	**Print Name**
_____	_____
Date	**Date**
_____	_____
Community Foundation (signature)	**Date**

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The Extraordinary Gift of David L. and Rita E. Nelson

David L. Nelson married Rita E. Randall of Milwaukee in 1943, a union that lasted 73 years. They were long-time residents of De Pere. David, born and raised in Kaukauna, found success as chief financial officer for the newspapers in Appleton and Green Bay, and later as the owner of several radio stations. He loved the water, outdoors and history. Known as The Admiral, he enjoyed taking friends to Door County on his custom 41-foot cabin cruiser, Davey's Locker. Rita spent many years volunteering, including translating reading materials into braille. After raising their sons Thomas, Richard and John, Rita earned a teaching degree in 1974 and taught computer classes for 18 years at De Pere Middle School. She died Feb. 16, 2017, at age 93. Five months later, on July 18, David died at age 96. Their estate plan included an astounding gift of more than $100 million to establish the David L. and Rita E. Nelson Family Fund within the Community Foundation for the Fox Valley Region. They instructed that the fund support parks, waterways, education, health care, community centers, historic preservation (particularly lighthouses), and historical societies. Their names will forever be linked to improved quality of life in Northeast Wisconsin. The Fund supported the construction of this facility along the shores of the Fox River with a $500,000 gift. The De Pere City Council named this structure the *Nelson Family Pavilion* to honor the family.

CFFVR—Nelson Fund logo

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Together, we flourish.
Community Foundation™
for the Fox Valley Region

June 18, 2021

Mayor James Boyd and
Marty Kosubucki
City of De Pere
335 S. Broadway
De Pere, WI 54115-2526

Dear James and Marty:

I am pleased to inform you that the *David L. and Rita E. Nelson Family Fund*, a donor advised fund within the Community Foundation for the Fox Valley Region, has recommended a grant of $500,000.00 to City of De Pere designated to the construction of a multipurpose facility at Voyager Park.

Please complete the attached Grant Agreement as soon as possible and we will then forward the funds to you according to the Agreement.

A letter of appreciation may be sent to the *David L. and Rita E. Nelson Family Fund* in care of the Community Foundation at the address below. For your publications and correspondence, please refer to this award as a grant from the *David L. and Rita E. Nelson Family Fund within the Community Foundation for the Fox Valley Region.* Additional recognition details are also provided in the Agreement.

The Community Foundation is grateful to be the vehicle through which the *David L. and Rita E. Nelson Family Fund's* charitable objectives are being met. If you have any questions, please contact me at 920-702-7627 or aengelhard@cffoxvalley.org.

Cordially,

Annamarie Engelhard
Vice President of Donor Services and Gift Planning
Community Foundation for the Fox Valley Region

MISSION
We strengthen our community for current and future generations by helping people make a difference in the lives of others.

DIRECTORS AND OFFICERS
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Beth Flaherty, *Vice Chair*
Peter Mariahazy, *Secretary and Vice Chair*
Greg Pawlak, *Vice Chair*
Kathi Seifert, *Vice Chair*
Kathryn Sieman, *Treasurer & Vice Chair*
Markalan Smith, *Vice Chair*
Cathie Tierney, *Vice Chair*

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Michelle Schuler
Charles Self
Pierce Smith
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Stephanie Vrabec

PRESIDENT/CEO
Curt Detjen

COMMUNITY ACCREDITED FOUNDATION

4455 W. Lawrence St.
Appleton, WI 54914
920.830.1290
info@cffoxvalley.org
cffoxvalley.org

Grant #67048

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4455 W. Lawrence St., Appleton, WI 54914

Ann Engelhard, VP Donor Services & Gift Planning
920.702.7627 • aengelhard@cffoxvalley.org

GRANT PROGRESS REPORT
David L. and Rita E. Nelson Family Fund

DUE DATE: Month Date, Year

Provide a summary of your program. You may include photos or videos with your report.

Grant funds not used for the original purpose stated on the fund agreement must be returned.

Tab to each field.

Organization Name:			
Contact Name:			
Phone Number:		**Email:**	

Grant Information			
Project Name:			
Grant Amount:		**Payment Schedule** (Refer to grant agreement)	
Project Description:			
Project Designation and/or Restrictions, including contingencies.			

Original cost of the project (amount provided in proposal):
Current cost of project, if different than above:
If different, please explain:

Have there been any changes to the scope of the project? If so, please explain.

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Provide a brief summary of the progress work since the grant was awarded/announced.
Not to exceed 500 words.

If additional funds needed to be raised for this project, provide funding update to include all funding secured, amount remaining to raise and pledges.
Not to exceed 200 words.

Have you encountered any challenges and/or interesting learning observations since the grant was awarded?
Not to exceed 500 words.

Send completed report, including photos and/or videos, to Ann Engelhard at aengelhard@cffoxvalley.org. You may also reach her with any questions at aengelhard@cffoxvalley.org or 920.702.7627.

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4455 W. Lawrence St., Appleton, WI 54914

Ann Engelhard, VP Donor Services & Gift Planning
920.702.7627 • aengelhard@cffoxvalley.org

NELSON FINAL REPORTING

David L. and Rita E. Nelson Family Fund

DUE DATE: Month Date, Year

SUBMISSION OF FINAL REPORTS: Information to note

The Community Foundation of the Fox Valley Region (CFFVR) requires that a Final Report be submitted for each funded Project that has been completed. These instructions provide information to assist CFFVR staff and Project participants in the completion and submission of Final Reports. The Project Leader (first named participant) is responsible for the completion of the Final Report and its submission. All active advisory committee participants and CFFVR staff have full access to the Final Report. The Project Leader is responsible for the certification of the form and submission of Final Reports. If, after consulting this document, you have any queries regarding completing a Final Report form, please contact CFFVR.

When to Submit

A Final Report is due either six or twelve months after all funding has been last expended. The exact timeframe is dependent upon the individual Grant Agreement, to which the Project is aligned to. This includes expenditure of all funding paid and approved carryovers. The CFFVR calculates the Final Report due date based upon the Project's end date provided by the organization, or as a result of any variations of funding changes (e.g. a Project suspension or Maternity leave). Final Reports must not be submitted prior to the completion of the Project.

Final Report Extensions

Extensions for Final Reports can be requested via the CFFVR. The request must note the Project ID and explain the extenuating circumstances.

Waive Requests

If there is a Project that may be eligible for the Final Report to be waived, email CFFVR with the Project ID and a justification as to why the request is being made. Please note: CFFVR will only consider waive requests for Final Reports if no money was expended, the Project's duration was less than 12 months or suitable justification is provided for the request. Requests to waive Final Reports due to lack of response for currently funded investigators will not be considered.

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Project Summary

Organization Name:			
Contact Name:			
Phone Number:		**Email:**	

Project Name:	
Project Description:	
Special Instructions	
Grant Number:	
Grant Amount:	
Total Project Amount:	

EXECUTIVE SUMMARY

The executive summary should provide a concise description of your project including the implementation, population served, setting, data collection results, discussion of any evaluation findings, key accomplishments and successes, and plans for sustainability. *Maximum character count: 800*

FINAL REPORT (Narrative Format)

The final report should describe the completion of objectives and activities implemented to achieve the project's goal(s) over the entirety of the grant. The final report should cover the time period from the first day through the last day of the project period. *Maximum character count: 10,000*

The final report should:

- Provide detailed narrative describing efforts taken to accomplish the stated goal(s), objectives, and planned activities, and the outcomes of those efforts.
- Provide measurements that illustrates the impact this grant had on your organization and/or community.
- Report on lessons learned in implementing the project.
- Provide a description of how funding was meaningful beyond financial support. Include other funders and work through municipalities.
- Report on challenges encountered and how the challenges were addressed.
- Report on significant project activities or accomplishments.
- Report on significant modifications that occurred over the course of the grant that were not part of the original project.
- Provide a description of plans for sustaining the project beyond the end of the grant.
- Provide a description of naming recognition. Include visual(s) in supplemental material.

KEY ACCOMPLISHMENTS/SUCCESSES

Over the life of the grant, what were your project's key successes? Lessons learned? Greatest accomplishments? Reflecting on the entirety of the grant, what makes you most proud? Identify a minimum of three accomplishments. *Maximum character count: 200*

Accomplishment/Success #1: Provide an overview of a key accomplishment/success, the activities implemented, and the resulting outcomes. Describe why the accomplishment/success was meaningful.

Accomplishment/Success #2: Provide an overview of a key accomplishment/success, the activities implemented, and the resulting outcomes. Describe why the accomplishment/success was meaningful.

Accomplishment/Success #3: Provide an overview of a key accomplishment/success, the activities implemented, and the resulting outcomes. Describe why the accomplishment/success was meaningful.

SUPPLEMENTAL MATERIALS

Grantees should provide a summary of:

- All **products** developed using grant funds over the entirety of the grant (e.g., supplemental materials, images, videos) - the summary should include the title of the product, the date produced, and a link to where the product is available;
- All **presentations** made about the grant-funded project over the entirety of the grant - this should include all national and State-wide presentations, as well as local or regional presentations of significance (determined by the grantee); the summary should include the title of the presentation, date of the presentation, the event at which the presentation occurred, and the audience in attendance;
- All **publications** (submitted, accepted, or published) about the grant project and evaluation findings - the summary should include the full reference for each publication.

SUBMITTING YOUR REPORT

Grantees should follow the naming convention for electronic files as follows. Refer to the beginning of this document to find your grant number.

- GrantNumber_OrganizationName_ExecutiveSummary
  - *example: 55551_ABCOrganization_ExecutiveSummary*
- GrantNumber_OrganizationName_Narrative
  - *example: 55551_ABCOrganization_Narrative*
- GrantNumber_OrganizationName_Accomplishments
  - *example: 55551_ABCOrganization_Accomplishments*
- GrantNumber_OrganizationName_Supplemental_(PRODUCT/PRESENTATION/PUBLICATION)
  - *example: 55551_ABCOrganization_Product*
  - *example: 55551_ABCOrganization_Presentation*
  - *example: 55551_ABCOrganization_Publication*

Completed materials need to be submitted to the Community Foundation for the Fox Valley Region, both electronic format and two physical hard copies, by MONTH DAY, YEAR, in attention to Staci Mincks.

MAIL

Community Foundation for the Fox Valley Region
Attn: Staci Mincks
4455 W. Lawrence St.
Appleton, WI 54914

EMAIL

Staci Mincks at smincks@cffoxvalley.org
Subject Line: *Grant Number – Organization Name Final Report*

For questions or concerns, contact Staci Mincks at smincks@cffoxvalley.org or 920-702-7612.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-80 Authorizing State/Municipal Financial Agreement with Wisconsin Department of Transportation for Traffic Signal Retrofit Projects (Reid Street/Fourth Street; Reid Street/Fifth Street; and Main Avenue/Fourth Street).**

The Board of Public Works at the July 12, 2021 meeting approved entering into State/Municipal Finance Agreement with the Wisconsin Department of Transportation for signal replacements at STH 32 intersections and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Reso21-80 (PDF)
- 2021 0712 CI_BOPW-WisDOT SMA - STH 32 (PDF)
- 37003033_C OF DEPERE MAIN_4TH & REID_4TH & REID_5TH SMFA ORIGINAL 07082021 (PDF)

RESOLUTION #21-80

AUTHORIZING STATE/MUNICIPAL FINANCIAL AGREEMENT WITH WISCONSIN DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL RETROFIT PROJECTS
(Reid Street/Fourth Street; Reid Street/Fifth Street; and Main Avenue/Fourth Street)

WHEREAS, in 2020 the City obtained grant aid from the Wisconsin Department of Transportation (WisDOT) to partially fund replacement of the traffic signals at Main Avenue (Hwy. 32) and Fourth Street, approved by Resolution #20-31 ; and

WHEREAS, the traffic signal work authorized under Resolution #20-31 was subsequently postponed to 2022 by the WisDOT; and

WHEREAS, the City has since obtained additional grant aid from WisDOT to partially fund replacement of the traffic signals at Reid Street (Hwy. 32) and Fourth Street as well as Reid Street (Hwy. 32) and Fifth Street, which has been included under the same State/Municipal Agreement (I.D. 3700-30-33) as the work previously approved under Resolution #20-31; and

WHEREAS, projects completed by WisDOT contractors, require the parties to enter into a State/Municipal Agreement; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into an updated State/Municipal Agreement to cover all three intersection traffic signal locations.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to enter into the attached State/Municipal Financial Agreement for a State-LET Highway Project (I.D.: 3700-30-33), which shall supersede the approval authorized under Resolution #20-31, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of July, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 7/12/2021

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: July 12, 2021

RE: **Consideration and possible action on approval of the State/Municipal Finance Agreement with WisDOT STH 32 Intersections***

In late 2019, the City applied for a grant from the Wisconsin Department of Transportation (WisDOT) for partial funding of the signal replacement through the Signals and ITS Standalone Program to replace the existing signals at three locations as follows:

- Fourth Street and Main Avenue
- Fourth Street and Reid Street
- Fifth Street and Reid Street

The City was successful in obtaining a grant for all three intersections. The Fourth Street and Main Avenue intersection was originally approved for 2021. The City entered into a State/Municipal Finance Agreement (SMFA). The funding approved is as follows:

PHASE		**ESTIMATED COST**			
	Total Estimated Cost	**Federal / State Funds**	**%**	**Municipal Funds**	**%**
Preliminary Engineering: Plan Development	$17,000	$15,300	90	$1,700	10
Real Estate Acquisition:	-	-		-	
Construction: Signal Items	$176,000	$158,400	90	$17,600	10
TOTAL COST DISTRIBUTION:	$193,000	$173,700	90	$19,300	10

WisDOT postponed the project until 2022. With the addition of Fourth and Reid Street and Fifth and Reid Street intersections, the revised total for all three intersections is as follows:

PHASE		ESTIMATED COST			
	Total Estimated Cost	**Federal / State Funds**	**%**	**Municipal Funds**	**%**
Preliminary Engineering: Plan Development	$47,000	$42,300	90	$4,700	10
Real Estate Acquisition:	-	-		-	
Construction: Signal Items	$505,000	$454,500	90	$50,500	10
TOTAL COST DISTRIBUTION:	$552,000	$496,800	90	$55,200	10

The project will be constructed by a WisDOT contractor. This work is scheduled to occur in 2022. In order to proceed with WisDOT funding, the City needs to enter into an SMFA. A copy is attached.

Staff recommends the BOPW approve the SMFA and forward to the Council for approval. Funding for the project will be included in the 2022 budget.

Original **STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT**	Date: July 8, 2021 I.D.: 3700-30-33 Road Name: City of De Pere Title: HWY 32 (Reid St.) & 4th Street, HWY 32 (Reid St.) & 5th Street, HWY 32 (Main St.) & 4th Street Limits: Signal Retrofit County: Brown Roadway Length: 0.01 mile

The signatory **city of De Pere**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal is outdated and obsolete.

Proposed Improvement - Nature of work: Update the existing traffic signals with a new signal cabinet, conduit, pull boxes, bases, and overhead for westbound/eastbound detection camera and new above ground at the Hwy 32 (Reid St.) & 4th Street, Hwy 32 (Reid St.) & 5th Street and the Hwy 32 (Main St.) & 4th Street intersections.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	$ 47,000	$ 42,300	90%	$ 4,700	10%
Real Estate Acquisition: Acquisition	$ -	$ -		$ -	
[1]Construction: Signal Items	$ 505,000	$ 454,500	90%	$ 50,500	10%
Non-Participating	$ -	$ -		$ -	
Total Cost Distribution	**$ 552,000**	**$ 496,800**	**90%**	**$ 55,200**	**10%**

1. Estimates include construction engineering.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **city of De Pere** (please sign in blue ink)

Name (print) Title

Signature Date

Signed for and in behalf of the **State** (please sign in blue ink)

Name Title

Signature Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the

State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (i) Replacement of existing driveways, in kind, necessitated by the project.

   (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

   (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

   (c) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

   (d) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

   (e) Conditioning, if required, and maintenance of detour routes.

   (f) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

   (g) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the state and shall make ample provision for such maintenance each year.

(h) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

4. State Disbursements:

(a) Payment by the State to the Municipality shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

(b) A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Municipality shall refund to the State upon demand a sum equal to the overpayment.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

7. Basis for local participation:

(a) Design: Costs for design are 90% Federal/State and 10% Municipal up to a maximum of $47,000. Any overages shall be funded by the Municipality.

(b) Construction: Cost for construction are 90% Federal/State and 10% Municipal up to a maximum of $505,000. Any overages shall be funded by the Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-81 Authorizing Agreement for Consulting Services Between the City of De Pere and JT Engineering, Inc. (2022 Traffic Signal Upgrades).**

The Board of Public Works at the July 12, 2021 meeting moved to approve authorizing an agreement for consultant services with JT Engineering, Inc. in the amount of $72,300 for 2022 De Pere Signal Upgrades and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Reso21-81 (PDF)
- JT Engineering(2022 WisDOT Signals and ITS Standalone Program)7-13-21 (PDF)
- Exhibit A-JT Engineering-Signal Upgrades (PDF)
- Exhibit B-JT Engineering-Traffic Signal Upgrades (PDF)
- 2021 0712 CI_BOPW_2022 Signal Upgrades (PDF)
- 2021 0706 Cedar City of De Pere RFP-2022 Signal Upgrades (PDF)
- 2021 0706 RE Lee City of De Pere RFP-2022 Signal Upgrades (PDF)

RESOLUTION #21-81

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND JT ENGINEERING, INC.
(2022 Traffic Signal Upgrades)

WHEREAS, the City is in need of engineering consulting services for the design and construction management of traffic signal upgrades at Main Avenue/Fourth Street, Reid/Fourth Streets and Reid/Fifth Streets, partially funded by the WisDOT Signals and Intelligence Transportation Systems (ITS) Standalone Program; and

WHEREAS, JT Engineering, Inc. has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and JT Engineering, Inc., as is attached hereto and incorporated herein as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of July, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 07/12/2021

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND JT ENGINEERING, INC. (2022 Traffic Signal Upgrades)

THIS AGREEMENT made and entered into this ___ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and JT Engineering, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of engineering consulting services for the design and construction management of traffic signal upgrades at Main Avenue/Fourth Street, Reid/Fourth Streets and Reid/Fifth Streets, partially funded by the WisDot Signals and Intelligent Transportation Systems (ITS) Standalone Program; and

WHEREAS, the Consultant has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish such services within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated June 24, 2021 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with necessary information concerning the project, such as the grant application submitted to WisDOT, signal timing and other requested information relevant to the project, as are available. City will pay all permitting fees associated with the project.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum, with monthly invoicing based upon the percentage of work completed. Payment to the Consultant is due upon receipt of invoice by the City; however, the City will not issue more than one payment per month. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

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

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

XII. ALLOCATION OF RISKS

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

partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work

be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

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

With a copy to:

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

If to Consultant:
JT Engineering, Inc.
Attention: Robert Schuurmans, P.E.
1077 Centennial Centre Boulevard
Hobart, WI 54155

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

JT ENGINEERING, INC.

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2019\Consultant Agreement-JT Engineering(2022 Traffic Signal Update)7-14-21.docx

Request for Proposals
For
2022 De Pere Signal Upgrades (WisDOT Signals and ITS Standalone Program)

The City of De Pere would like to invite your firm to submit a proposal to provide consulting services for the design and construction management of the 2022 De Pere Signal Upgrades which are being partially funded by the WisDOT Signals and ITS Standalone Program.

Your proposal must be submitted to our office by Friday, July 2, 2021 at 10 A.M. Proposals can be submitted via e-mail to Eric Rakers at erakers@deperewi.gov.

GENERAL INFORMATION:

The City of De Pere was awarded a grant from WisDOT through the Signals and ITS Standalone Program to replace the existing signals the following locations:

- Main Avenue and Fourth Street
- Reid Street and Fourth Street
- Reid Street and Fifth Street.

A copy of the application has been included for your information. A summary of the upgrades is as follows.

Main and 4th Street The cabinet is an old Type 10 (T10) with a sidewalk around it revised to accommodate a rectangular DOT standard cabinet. A City lighting cabinet abuts the signal cabinet and actually provides the power to operate the signal installation. Right of way is very limited and any separation of the two cabinets needs to take into account the power source. The controller is an old EPAC M10 which is no longer supported by the manufacturer. There are minimal conduits from the cabinet to the pull boxes but adequate raceways around the intersection. Detectors are evident but based on the pavement may have failed. A proposed improvement would:

- Replace all above ground hardware
- Replace conduit and pull boxes
- Replace electrical cable
- Add detection, video if possible (Gridsmart)
- New cabinet and cabinet base
- Add touchless audible pedestrian buttons (Polara)

Reid and 4th Street The control cabinet is an old T10. The raceway into the cabinet itself is in very poor condition. A nearby lighting cabinet supplies the power for the traffic signal. The controller is an EPAC M40 Series. The underground conduit runs from base to base and looks to have been installed in 1995 according to a DOT As Built Plan. There is one pull box at the

intersection. It is in good condition but is not grounded. The concrete bases are in relatively good condition with the exception of a base in the NW quadrant which is crumbling and a pedestrian head base that is in very poor condition. There is no detection at this intersection. There are four (4) 12-8-8 heads which are PVC painted black. The pedestrian heads are of the LED outline type which is no longer supported by the MUTCD. A proposed improvement would:

- Replace all above ground hardware
- Move NW quad standalone ped to standard and replace with Pull Box
- Replace conduit and pull boxes
- Replace electrical cable
- Add detection, video if possible (Gridsmart)
- New cabinet and cabinet base
- Add touchless audible pedestrian buttons (Polara)

Reid and 5th Street The control cabinet is an old T10 and the mounting is extremely rusted. The electrical service is a socket type and is in very poor condition but shows no holes. The controller is an EPAC M40 series. The underground raceways seem to be nonmetallic and steel pull boxes are in good condition. Recorded As Built Plans are from the early 70's and show steel conduits. WDOT has no record of additional signal improvements available. Conduit may need to be replaced if it is determined that old steel conduits were extended with nonmetallic conduit to the existing pull boxes. No pull boxes were shown in the 70's era As Built Plan. Overall the bases are old but in good condition. There is no vehicle detection used or present. The traffic signal heads are a mix of 12"-3 section heads and three 12-8-8 heads. All are PVC painted black. Pedestrian heads are of the LED outline type and are no longer MUTCD compliant. The signal standards are steel standards that have been painted black over yellow. A proposed improvement would:

- Replace all above ground hardware
- Replace bases that are too high
- Update the electrical service
- New cabinet and controller
- Add detection, video if possible (Gridsmart)
- Add touchless audible pedestrian buttons (Polara)

Pavement and Curb Ramps

The concrete pavement on Reid Street is in much better condition than Main Avenue due to an asphalt overlay. Most of the curb ramps are old screen texture. One ramp at Reid and 5th Street has been upgraded. The older style curb ramps are all in acceptable condition from a pavement perspective but lack accessibility expectations. The pavement condition on Main Avenue would not allow the introduction of inductive loops. Less intrusive means of detection would have to be considered.

Utility Comments
Overhead (OH) utilities are present on the east side of all three intersections. Underground utilities have not been located.

SCOPE OF SERVICES:

Consulting services shall include, but are not limited to:

1. Complete design survey.
2. Design signal improvements
3. Complete Construction staking.
4. Perform construction management which includes:
    a. Obtaining prices for non-typical items with the WisDOT contractor.
    b. Shop drawing review. (if applicable)
5. Perform construction observation.
6. Complete record survey and drawings.
7. Meetings (four)

With this program, WisDOT has a contract with a contractor for the installation of the signals. Unit prices have been established for some of the items.

The City will provide the signal timing.

SCHEDULING:

The award of this proposal is scheduled to go to the Board of Public Works on July 12th and the Common Council on July 20th. Design will start in 2021 for construction in 2022.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries ort damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

FEE:

The proposed fee schedule shall be submitted on the attached form.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

PAYMENT:

The City's Consultant Agreement provides for compensation under the contract to be paid up to once a month. Any proposal that seeks an alternative compensation provision shall be included in a specific description of the preferred compensation method for City consideration.

DELIVERY:

Consulting services will be completed via phone and email with engineering staff. Permitting shall be delivered via email, in pdf format. Hard copies will not need to be provided.

ADDITIONAL INFORMATION:

The City will provide additional information requested to assist consulting services and will pay for permitting fees associated with the project.

A sample Consultant Agreement is attached. Terms and conditions of a proposer's Standard Agreement for Services shall not be incorporated into Consultant Agreement absent specific language thereof in the Consultant Agreement itself.

PROPOSED FEE SCHEDULE

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Fee (Total):_____

Item	Description	Quantity	Unit	Unit Price	Amount
A	Survey / Field Work	1	LS	$	$
B	Design	1	LS	$	$
C	Construction Staking	1	LS	$	$
D	Construction Management (all three locations)	90	HR	$	$
E	Construction Observation (all three locations)	150	HR	$	$
F	Record Survey and Drawings	1	LS	$	$
G	Meetings	4	EA	$	$
				TOTAL PROPOSAL COST	$

Note: Staff hours for Items D and E are estimated and will be paid based on the actual hours completed.

JT ENGINEERING, INC
Consultant Services

June 24, 2021

ATTN: Mr. Eric Rakers, PE
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Subject: **Request for Proposal for 2022 De Pere Signal Upgrades**

Dear Mr. Rakers,

I am pleased to present our proposal to complete the 2022 De Pere Signal Upgrades project. Our team of experienced staff is fully dedicated to providing cost-effective transportation solutions for our clients, and we look forward to this opportunity to serve the City of De Pere. We view each project as a partnership and will listen to your needs, goals, and concerns while making successful delivery our top priority.

Our team's project manager will be Bob Schuurmans, PE. Bob has been focused on traffic engineering and signal design for the past 30+ years and has designed and studied traffic and corridors all over northeast Wisconsin and knows the specific intersection in this RFP very well. Bob specializes in traffic signal design and operations, safety analysis, regulations, work zone analysis, lighting design, and constructability review from a traffic operations perspective. Over his career, he has directed over 130 traffic signal installations and 100+ highway lighting installations within 11 counties in NE Wisconsin.

JT Engineering has a large team of highly talented design and construction professionals based within a close proximity to the De Pere area, all of which have experience to help adequately assist with the data gathering, signal design, construction observation, and administration of this project. We work closely together, utilizing our past project experiences and lessons learned to deliver high-quality, cost-effective designs. We appreciate your consideration of JT Engineering, Inc. and look forward to working with you.

Sincerely,

Brian Chlopek, PE
Vice President
JT Engineering, Inc.

Proposed Fee Schedule

Company Name: JT Engineering, Inc.

Company Address: 1077 Centennial Centre Blvd.

Company Address: Hobart, WI 54155

Company Representative: Brian Chlopek, P.E., Vice President

Signature: 

Fee (Total): **$72,330**

Item	Description	Quantity	Unit	Unit Price	Amount
A	Survey / Field Work	1	LS	$2,400	$2,400
B*	Design	1	LS	$44,000	$44,000
C*	Construction Staking	1	LS	$0	$0
D	Construction Management	90	Hours	$137	$12,330
E	Construction Observation	150	Hours	$80	$12,000
F*	Record Survey and Drawings	1	LS	$1,000	$1,000
G*	Meetings	4	Each	$150	$600
				Total Proposal Cost	$72,330

*Notes:

- For item B – Design: Because construction pricing is agreed to (or bid) up front for many of the items with Bodart Electric, this proposal is bid to use all WisDOT SISP specs and abbreviated plans.
- For item C - On past SISP projects with WisDOT, there has been no construction staking needed. In construction, once utilities are located, the signal bases and cabinet locations are adjusted to avoid those utilities in the field. If the City ultimately does require any staking for any additional items not included in the Scope of services, this will be completed at the construction management rate.
- For Item F – The SISP program is a DOT grant program. The following items are not required or bid in this proposal:
  - Field management software or documentation
  - materials documentation
- For Item G - Meetings are bid one hour long (including travel from the JT office) for design and construction and we intend to only have the Construction Manager attend. Additional time, or desire by the City of De Pere to have other attendees, will be billed at the construction management rate.

City of De Pere
Public Works Department Memo

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: July 12, 2021
Subject: Quote for 2022 De Pere Signal Upgrades*

The Engineering Department received proposals for the Fourth Street Signal Upgrades at Main Avenue and Reid Street (WisDOT Signals and ITS Standalone Program). The City of De Pere was awarded a grant from WisDOT through the Signals and ITS Standalone Program to replace the existing signals at three locations as follows:

- Fourth Street and Main Avenue
- Fourth Street and Reid Street
- Fifth Street and Reid Street

The consultant will assist the City with the design of the signal improvements, construction management (including shop drawing review and reimbursement requests to WisDOT), and construction observation. The proposals received are as follows:

Main and Eighth Signal Upgrades	Total
JT Engineering, Inc.	$72,300
Cedar Corporation	No Submittal
Robert E. Lee and Associates, Inc.	No Submittal

Unfortunately staff only received one proposal. The costs are in line with the WisDOT estimates.

The City is eligible for 90% reimbursement up to the agreed amount in the State Municipal Agreement (SMA). $193,000 ($173,700 WisDOT and $19,300 City share) was included in the City's 2021 budget for the Fourth Street and Main Avenue signal. WisDOT postponed this intersection until 2022 with the other two intersections. The City will be allowed to start the project design in 2021 for construction in 2022 and submit for the 90% reimbursement during 2021. WisDOT is encouraging the City to start design early due to the lead time in getting signal equipment. Funds from the signal budget for 2021 will be used for the engineering. The additional funds for the added intersections will be included in the 2022 budget.

The staff recommendation is to accept the quote from JT Engineering, Inc. for the 2022 signal upgrades

Attachments:

CE_RFP_2022 De_Pere_Signal Upgrades
2021 0624 JT De Pere Signals RFP
2021 0706 Cedar City of De Pere RFP-2022 Signal Upgrades
2021 0706 RE Lee City of De Pere RFP-2022 Signal Upgrades

Betty Sellenheim

From: Thad Majkowski <thad.majkowski@cedarcorp.com>
Sent: Tuesday, July 06, 2021 12:46 PM
To: Eric Rakers; Betty Sellenheim
Cc: Scott Thoresen
Subject: RE: City of De Pere RFP-2022 Signal Upgrades

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

Eric

We appreciate the opportunity; however, at this time our workload is such that we would be utilizing a subconsultant to complete the work. We chose to pass.

If you do not receive any quotes, let us know and I'll see what we can do.

Thanks

Thad M. Majkowski, P.E.
Director
Cedar Corporation
1695 Bellevue Street | Green Bay | WI | 54311
Office: 920-491-9081 | TF: 800-472-7372
Direct: 920-785-7302 | Mobile: 920-655-7929
thad.majkowski@cedarcorp.com
www.cedarcorp.com | LinkedIn | Facebook | Twitter

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From: Eric Rakers <erakers@deperewi.gov>
Sent: Tuesday, July 6, 2021 12:35 PM
To: Betty Sellenheim <bsellenheim@deperewi.gov>; Thad Majkowski <thad.majkowski@cedarcorp.com>
Cc: Scott Thoresen <sthoresen@deperewi.gov>
Subject: RE: City of De Pere RFP-2022 Signal Upgrades

Hi Thad,

We did not receive a proposal. Is Cedar Corp not interested in this?

Eric

Eric Rakers, P.E.
City Engineer | City of De Pere
925 S. Sixth Street | De Pere, WI 54115
Tel: (920) 339-4061 | Fax: (920) 339-4071

From: Betty Sellenheim
Sent: Wednesday, June 16, 2021 7:07 AM
To: Thad Majkowski (thad.majkowski@cedarcorp.com)
Cc: Eric Rakers; Scott Thoresen
Subject: City of De Pere RFP-2022 Signal Upgrades

Good Morning Thad,

Please find attached a request for proposal for the City of De Pere 2022 Signal Upgrades. Please feel free to contact us with any questions.

Thank you for your firms interest,

Betty Sellenheim
Administrative Assistant | City of De Pere
925 S Sixth St. | De Pere, WI 54115
Tel: (920) 339-4060

"I dream of a day where I walk down the street and hear people talk about morality, sustainability and philosophy instead of the Kardashians." -Keanu Reeves

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This e-mail and any attachments may contain proprietary and confidential information from Cedar Corporation. Please visit our website at http://www.cedarcorp.com/disclaimer for more details.

Betty Sellenheim

From: Jared G. Schmidt <jschmidt@releeinc.com>
Sent: Tuesday, July 06, 2021 2:32 PM
To: Eric Rakers; Betty Sellenheim
Cc: Scott Thoresen
Subject: RE: City of De Pere RFP-2022 Signal Upgrades

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

Good afternoon Eric ~ we were interested, unfortunately the submittal deadline came and went and we weren't able to get everything quite pulled together. Sorry I didn't let you know on Friday, we appreciate the opportunity. Please keep us in mind for future work of this nature, Jared

Jared Schmidt, P.E. - VP - Robert E. Lee & Associates, Inc.
O:920-662-9641 M:920-883-1137 jschmidt@releeinc.com

From: Eric Rakers <erakers@deperewi.gov>
Sent: Tuesday, July 06, 2021 12:36 PM
To: Betty Sellenheim <bsellenheim@deperewi.gov>; Jared G. Schmidt <jschmidt@releeinc.com>
Cc: Scott Thoresen <sthoresen@deperewi.gov>
Subject: RE: City of De Pere RFP-2022 Signal Upgrades

Hi Jared,

We did not receive a proposal on this. Is RE Lee not interested in this?

Eric

Eric Rakers, P.E.
City Engineer | City of De Pere
925 S. Sixth Street | De Pere, WI 54115
Tel: (920) 339-4061 | Fax: (920) 339-4071

From: Betty Sellenheim
Sent: Wednesday, June 16, 2021 7:08 AM
To: 'Jared G. Schmidt'
Cc: Scott Thoresen; Eric Rakers
Subject: City of De Pere RFP-2022 Signal Upgrades

Good Morning Jared,

Please find attached a request for proposal for the City of De Pere 2022 Signal Upgrades. Please feel free to contact us with any questions.

Thank you for your firms interest,

Betty Sellenheim
Administrative Assistant | City of De Pere
925 S Sixth St. | De Pere, WI 54115
Tel: (920) 339-4060



"I dream of a day where I walk down the street and hear people talk about morality, sustainability and philosophy instead of the Kardashians." -Keanu Reeves

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **July 20, 2021**

DEPARTMENT: **City Clerk**

FROM: **Carey Danen**

SUBJECT: **Voucher approval.**

ATTACHMENTS:

- 7-20-2021 VOUCHERS (PDF)

PACKET: 06574 JUL 2021 COUNCIL - 2 7-20-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8412	ABEDNEGO FIRE PROTECTION LLC							
	I-151216	ABEDNEGO FIRE PROTECTION LLC	R	7/20/2021		640.00CR	096027	640.00
5446	ACTIVE NETWORK LLC							
	I-121215	ACTIVE NETWORK LLC	R	7/20/2021		468.60CR	096028	468.60
7583	ADVANCE AUTO PARTS							
	I-6339-301620	ADVANCE AUTO PARTS	R	7/20/2021		11.02CR	096029	11.02
0302	AIRGAS USA LLC							
	I-9114631461	AIRGAS USA LLC	R	7/20/2021		151.35CR	096030	
	I-9114631462	AIRGAS USA LLC	R	7/20/2021		98.26CR	096030	
	I-9980450048	AIRGAS USA LLC	R	7/20/2021		463.90CR	096030	713.51
7787	ALLEGRA EAST							
	I-87431	ALLEGRA EAST	R	7/20/2021		443.45CR	096031	443.45
0006	VILLAGE OF ALLOUEZ							
	I-13329	VILLAGE OF ALLOUEZ	R	7/20/2021		1,690.47CR	096032	1,690.47
0007	AMBROSIUS SALES & SERVICE							
	I-36952	AMBROSIUS SALES & SERVICE	R	7/20/2021		70.50CR	096033	
	I-37738	AMBROSIUS SALES & SERVICE	R	7/20/2021		335.98CR	096033	406.48
0442	BADGER LABORATORIES INC							
	I-21-51018430	BADGER LABORATORIES INC	R	7/20/2021		540.00CR	096034	540.00
0019	BADGER POPCORN & CONC SUPPLY INC							
	I-472960	BADGER POPCORN & CONC SUPPLY I	R	7/20/2021		244.75CR	096035	
	I-472961	BADGER POPCORN & CONC SUPPLY I	R	7/20/2021		688.93CR	096035	
	I-473384	BADGER POPCORN & CONC SUPPLY I	R	7/20/2021		111.55CR	096035	1,045.23
0020	BADGERLAND PRINTING INC							
	I-36723	BADGERLAND PRINTING INC	R	7/20/2021		52.00CR	096036	52.00
0027	BAY TOWEL INC							
	I-4179170	BAY TOWEL INC	R	7/20/2021		117.98CR	096037	
	I-4181311	BAY TOWEL INC	R	7/20/2021		147.73CR	096037	
	I-4181312	BAY TOWEL INC	R	7/20/2021		95.82CR	096037	
	I-4182938	BAY TOWEL INC	R	7/20/2021		120.18CR	096037	481.71
0025	BAYCOM INC							
	I-SRVCE000000034344	BAYCOM INC	R	7/20/2021		112.00CR	096038	112.00

PACKET: 06574 JUL 2021 COUNCIL - 2 7-20-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3175	DEREK BEIDERWIEDEN							
	I-202107131854	DEREK BEIDERWIEDEN	R	7/20/2021		35.26CR	096039	35.26
0033	BIRDSEYE DAIRY INC							
	I-124347	BIRDSEYE DAIRY INC	R	7/20/2021		229.17CR	096040	
	I-124348	BIRDSEYE DAIRY INC	R	7/20/2021		578.98CR	096040	
	I-124724	BIRDSEYE DAIRY INC	R	7/20/2021		314.93CR	096040	
	I-124725	BIRDSEYE DAIRY INC	R	7/20/2021		362.05CR	096040	1,485.13
8413	JUSTINE BRAUN							
	I-202107131856	JUSTINE BRAUN	R	7/20/2021		24.02CR	096041	24.02
0039	BROOKS TRACTOR INC							
	I-D92191	BROOKS TRACTOR INC	R	7/20/2021		15.30CR	096042	15.30
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-47183	BROWN COUNTY PORT SOLID WASTE	R	7/20/2021		26,357.37CR	096043	26,357.37
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-202107131857	BROWN COUNTY REGISTER OF DEEDS	R	7/20/2021		67.50CR	096044	67.50
0045	BROWN COUNTY SHERIFF'S DEPT							
	I-202107131858	BROWN COUNTY SHERIFF'S DEPT	R	7/20/2021		18,227.03CR	096045	
	I-202107131859	BROWN COUNTY SHERIFF'S DEPT	R	7/20/2021		2,635.00CR	096045	20,862.03
6061	CARRICO AQUATIC RESOURCES INC							
	I-20213447	CARRICO AQUATIC RESOURCES INC	R	7/20/2021		3,476.25CR	096046	
	I-20213448	CARRICO AQUATIC RESOURCES INC	R	7/20/2021		2,875.00CR	096046	6,351.25
0536	CDW GOVERNMENT INC							
	I-F695164	CDW GOVERNMENT INC	R	7/20/2021		73.71CR	096047	
	I-F741952	CDW GOVERNMENT INC	R	7/20/2021		29.08CR	096047	
	I-F869373	CDW GOVERNMENT INC	R	7/20/2021		33.32CR	096047	
	I-F955507	CDW GOVERNMENT INC	R	7/20/2021		345.73CR	096047	
	I-G106396	CDW GOVERNMENT INC	R	7/20/2021		35.30CR	096047	
	I-G253487	CDW GOVERNMENT INC	R	7/20/2021		990.88CR	096047	1,508.02
2708	CLEANING SOLUTION SERVICES INC							
	I-21469	CLEANING SOLUTION SERVICES INC	R	7/20/2021		752.46CR	096048	
	I-21473	CLEANING SOLUTION SERVICES INC	R	7/20/2021		711.58CR	096048	
	I-21478	CLEANING SOLUTION SERVICES INC	R	7/20/2021		54.46CR	096048	
	I-21485	CLEANING SOLUTION SERVICES INC	R	7/20/2021		257.27CR	096048	
	I-21533	CLEANING SOLUTION SERVICES INC	R	7/20/2021		279.01CR	096048	
	I-21534	CLEANING SOLUTION SERVICES INC	R	7/20/2021		21.94CR	096048	2,076.72

PACKET: 06574 JUL 2021 COUNCIL - 2 7-20-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7997	COMPLETE OFFICE							
	I-AR31653	COMPLETE OFFICE	R	7/20/2021		165.36CR	096049	
	I-AR31798	COMPLETE OFFICE	R	7/20/2021		51.59CR	096049	
	I-AR31799	COMPLETE OFFICE	R	7/20/2021		182.75CR	096049	
	I-AR31800	COMPLETE OFFICE	R	7/20/2021		30.47CR	096049	
	I-AR31801	COMPLETE OFFICE	R	7/20/2021		36.86CR	096049	467.03
8414	CRA RESTAURANT LLC							
	I-202107131860	CRA RESTAURANT LLC	R	7/20/2021		100.00CR	096050	
	I-202107131861	CRA RESTAURANT LLC	R	7/20/2021		100.00CR	096050	200.00
1421	CREATIVE SIGN CO							
	I-35390	CREATIVE SIGN CO	R	7/20/2021		499.90CR	096051	499.90
0061	CUMMINS NPOWER, LLC							
	I-F4-87158	CUMMINS NPOWER, LLC	R	7/20/2021		286.91CR	096052	286.91
7769	DE PERE FIRE DEPT							
	I-202107131862	DE PERE FIRE DEPT	R	7/20/2021		2,210.66CR	096053	2,210.66
8415	THE DOUGH SHOP							
	I-202107131863	THE DOUGH SHOP	R	7/20/2021		75.00CR	096054	75.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2264958	EMERGENCY MEDICAL PRODUCTS INC	R	7/20/2021		209.97CR	096055	
	I-2265291	EMERGENCY MEDICAL PRODUCTS INC	R	7/20/2021		155.79CR	096055	
	I-2265292	EMERGENCY MEDICAL PRODUCTS INC	R	7/20/2021		21.39CR	096055	387.15
0091	FASTENAL COMPANY							
	I-WIGRE409635	FASTENAL COMPANY	R	7/20/2021		52.25CR	096056	
	I-WIGRE409667	FASTENAL COMPANY	R	7/20/2021		170.35CR	096056	222.60
0835	FOSTER COACH SALES INC							
	I-21966	FOSTER COACH SALES INC	R	7/20/2021		584.48CR	096057	584.48
3655	FUN EXPRESS LLC							
	I-710560597-01	FUN EXPRESS LLC	R	7/20/2021		84.56CR	096058	84.56
0562	GALLS LLC							
	I-18588228	GALLS LLC	R	7/20/2021		68.75CR	096059	
	I-18612163	GALLS LLC	R	7/20/2021		65.00CR	096059	133.75

PACKET: 06574 JUL 2021 COUNCIL - 2 7-20-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5830	GRAEF INC							
	I-115965	GRAEF INC	R	7/20/2021		7,650.80CR	096060	7,650.80
0124	GREEN BAY CITY TREASURER							
	I-143578	GREEN BAY CITY TREASURER	R	7/20/2021		18,229.45CR	096061	18,229.45
3889	GREEN BAY PIPE & TV CONTRACTORS LLC							
	I-21-15 (1) FINAL	GREEN BAY PIPE & TV CONTRACTOR	R	7/20/2021		41,627.96CR	096062	41,627.96
0351	HACH COMPANY							
	I-12522395	HACH COMPANY	R	7/20/2021		468.00CR	096063	468.00
7208	HOLIDAY WHOLESALE							
	I-9793829	HOLIDAY WHOLESALE	R	7/20/2021		474.20CR	096064	
	I-9793830	HOLIDAY WHOLESALE	R	7/20/2021		455.40CR	096064	929.60
5674	HOME TEAM SPORTS & APPAREL INC							
	I-41286	HOME TEAM SPORTS & APPAREL INC	R	7/20/2021		93.99CR	096065	
	I-41328	HOME TEAM SPORTS & APPAREL INC	R	7/20/2021		51.68CR	096065	145.67
5484	HYDROCORP INC							
	I-62765-IN	HYDROCORP INC	R	7/20/2021		2,648.00CR	096066	2,648.00
2950	IDEA BANK, THE							
	I-202107131864	IDEA BANK, THE	R	7/20/2021		70.00CR	096067	70.00
1399	INDOFF INC							
	I-3482275	INDOFF INC	R	7/20/2021		143.90CR	096068	
	I-3482761	INDOFF INC	R	7/20/2021		111.22CR	096068	
	I-3483039	INDOFF INC	R	7/20/2021		83.81CR	096068	
	I-3483388	INDOFF INC	R	7/20/2021		71.30CR	096068	
	I-3484711	INDOFF INC	R	7/20/2021		42.23CR	096068	
	I-3485787	INDOFF INC	R	7/20/2021		633.70CR	096068	1,086.16
7012	JIM'S MUSIC & TEACHING CENTER							
	C-662748	JIM'S MUSIC & TEACHING CENTER	R	7/20/2021		35.99	096069	
	I-662751	JIM'S MUSIC & TEACHING CENTER	R	7/20/2021		69.99CR	096069	34.00
8364	JOHNSTONE SUPPLY							
	I-6018342-01	JOHNSTONE SUPPLY	R	7/20/2021		141.50CR	096070	141.50
2602	JOSSART BROTHERS INC							
	I-2238	JOSSART BROTHERS INC	R	7/20/2021		2,302.25CR	096071	
	I-2239	JOSSART BROTHERS INC	R	7/20/2021		2,414.25CR	096071	4,716.50

PACKET: 06574 JUL 2021 COUNCIL - 2 7-20-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1276	JX ENTERPRISES INC							
	I-1439818S	JX ENTERPRISES INC	R	7/20/2021		8,748.10CR	096072	8,748.10
0154	LAMERS BUS LINES INC							
	I-581089	LAMERS BUS LINES INC	R	7/20/2021		147.80CR	096073	
	I-581090	LAMERS BUS LINES INC	R	7/20/2021		276.06CR	096073	423.86
7446	MACQUEEN EQUIPMENT GROUP							
	I-P18452	MACQUEEN EQUIPMENT GROUP	R	7/20/2021		699.82CR	096074	
	I-P18539	MACQUEEN EQUIPMENT GROUP	R	7/20/2021		106.19CR	096074	
	I-P18683	MACQUEEN EQUIPMENT GROUP	R	7/20/2021		107.32CR	096074	
	I-W04122	MACQUEEN EQUIPMENT GROUP	R	7/20/2021		1,092.00CR	096074	2,005.33
0173	MENARDS INC							
	C-85660	MENARDS INC	R	7/20/2021		46.70	096075	
	I-84417	MENARDS INC	R	7/20/2021		26.99CR	096075	
	I-84697	MENARDS INC	R	7/20/2021		47.35CR	096075	
	I-84732	MENARDS INC	R	7/20/2021		59.96CR	096075	
	I-84798	MENARDS INC	R	7/20/2021		91.35CR	096075	
	I-84844	MENARDS INC	R	7/20/2021		80.73CR	096075	
	I-84901	MENARDS INC	R	7/20/2021		22.84CR	096075	
	I-84972	MENARDS INC	R	7/20/2021		39.50CR	096075	
	I-85173	MENARDS INC	R	7/20/2021		34.79CR	096075	
	I-85281	MENARDS INC	R	7/20/2021		148.43CR	096075	
	I-85342	MENARDS INC	R	7/20/2021		15.96CR	096075	
	I-85401	MENARDS INC	R	7/20/2021		8.38CR	096075	
	I-85461	MENARDS INC	R	7/20/2021		44.92CR	096075	
	I-85652	MENARDS INC	R	7/20/2021		62.00CR	096075	
	I-85664	MENARDS INC	R	7/20/2021		41.96CR	096075	678.46
VOID	VOID CHECK		V	7/20/2021			096076	**VOID**
8416	MICHELS PIPE SERVICES							
	I-21-03 (1)	MICHELS PIPE SERVICES	R	7/20/2021		215,141.75CR	096077	215,141.75
3191	NCI							
	I-AR22388	NCI	R	7/20/2021		49.90CR	096078	49.90
6452	JACOB NOWAK							
	I-202107131865	JACOB NOWAK	R	7/20/2021		134.95CR	096079	134.95
1331	PACKER FASTENER & SUPPLY INC							
	I-611109	PACKER FASTENER & SUPPLY INC	R	7/20/2021		60.78CR	096080	60.78

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7590	PAY IT FORWARD/TASTE OF ETHIOPIA INC							
	I-202107131866	PAY IT FORWARD/TASTE OF ETHIOP	R	7/20/2021		200.00CR	096081	200.00
0202	PEPSI COLA OF GREEN BAY							
	I-92084422	PEPSI COLA OF GREEN BAY	R	7/20/2021		333.38CR	096082	
	I-92084423	PEPSI COLA OF GREEN BAY	R	7/20/2021		104.60CR	096082	
	I-92085924	PEPSI COLA OF GREEN BAY	R	7/20/2021		225.59CR	096082	
	I-92085926	PEPSI COLA OF GREEN BAY	R	7/20/2021		188.77CR	096082	852.34
1246	PREVEA HEALTH							
	I-133028	PREVEA HEALTH	R	7/20/2021		79.70CR	096083	79.70
8417	PREVEA WORKMED							
	I-16376	PREVEA WORKMED	R	7/20/2021		43.50CR	096084	43.50
7846	PULSE TECHNOLOGY PARTNERS							
	I-3666	PULSE TECHNOLOGY PARTNERS	R	7/20/2021		1,858.00CR	096085	1,858.00
5402	R & R INDUSTRIES INC							
	I-600781	R & R INDUSTRIES INC	R	7/20/2021		499.27CR	096086	499.27
5973	RAE-COR DISTRIBUTING INC							
	I-29736	RAE-COR DISTRIBUTING INC	R	7/20/2021		301.17CR	096087	301.17
0225	RED D MIX CONCRETE INC							
	I-81365	RED D MIX CONCRETE INC	R	7/20/2021		144.10CR	096088	144.10
8387	RED POWER DIESEL							
	I-1316	RED POWER DIESEL	R	7/20/2021		245.09CR	096089	
	I-1317	RED POWER DIESEL	R	7/20/2021		10.60CR	096089	255.69
6971	RENNERT'S FIRE EQUIP SERV INC.							
	I-43778	RENNERT'S FIRE EQUIP SERV INC.	R	7/20/2021		225.00CR	096090	225.00
0501	SAINT MARY'S HOSPITAL							
	I-24203	SAINT MARY'S HOSPITAL	R	7/20/2021		1.13CR	096091	1.13
0235	SAINT VINCENT HOSPITAL							
	I-52553	SAINT VINCENT HOSPITAL	R	7/20/2021		99.37CR	096092	99.37
8418	SENSORONICS INC							
	I-38595	SENSORONICS INC	R	7/20/2021		253.28CR	096093	253.28

PACKET: 06574 JUL 2021 COUNCIL - 2 7-20-21
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8158	SHIRLEY FEED MILL							
	I-67216	SHIRLEY FEED MILL	R	7/20/2021		419.80CR	096094	419.80
2683	SOMMERS CONSTRUCTION CO INC							
	I-21-20 (1) FINAL	SOMMERS CONSTRUCTION CO INC	R	7/20/2021		92,918.83CR	096095	92,918.83
4094	STATE BAR OF WISCONSIN							
	I-5095305	STATE BAR OF WISCONSIN	R	7/20/2021		158.40CR	096096	158.40
1528	TEAM APPAREL & SPECIALTIES INC							
	I-122237	TEAM APPAREL & SPECIALTIES INC	R	7/20/2021		58.50CR	096097	
	I-122309	TEAM APPAREL & SPECIALTIES INC	R	7/20/2021		175.50CR	096097	
	I-122310	TEAM APPAREL & SPECIALTIES INC	R	7/20/2021		96.00CR	096097	330.00
0267	TRAFFIC & PARKING CONTROL INC							
	I-I699532	TRAFFIC & PARKING CONTROL INC	R	7/20/2021		905.00CR	096098	905.00
6900	TURRIFF PLUMBING INC.							
	I-325	TURRIFF PLUMBING INC.	R	7/20/2021		3,600.02CR	096099	3,600.02
0272	UNIFORM SHOPPE INC							
	I-311654	UNIFORM SHOPPE INC	R	7/20/2021		119.95CR	096100	
	I-311857	UNIFORM SHOPPE INC	R	7/20/2021		80.00CR	096100	
	I-311914	UNIFORM SHOPPE INC	R	7/20/2021		26.95CR	096100	
	I-311956	UNIFORM SHOPPE INC	R	7/20/2021		74.95CR	096100	
	I-311987	UNIFORM SHOPPE INC	R	7/20/2021		115.95CR	096100	
	I-312000	UNIFORM SHOPPE INC	R	7/20/2021		154.95CR	096100	572.75
7396	VIERBICHER ASSOCIATES INC							
	I-00001	VIERBICHER ASSOCIATES INC	R	7/20/2021		1,890.00CR	096101	1,890.00
3707	VIKING ELECTRIC SUPPLY							
	I-S004837372.001	VIKING ELECTRIC SUPPLY	R	7/20/2021		59.33CR	096102	
	I-S004837372.002	VIKING ELECTRIC SUPPLY	R	7/20/2021		59.33CR	096102	118.66
2645	WI DEPT OF JUSTICE							
	I-202107131867	WI DEPT OF JUSTICE	R	7/20/2021		210.00CR	096103	210.00
7350	WI MEDIA							
	I-3961990	WI MEDIA	R	7/20/2021		1,775.50CR	096104	1,775.50
1210	WIL KIL PEST CONTROL							
	I-4198748	WIL KIL PEST CONTROL	R	7/20/2021		113.00CR	096105	
	I-4204839	WIL KIL PEST CONTROL	R	7/20/2021		115.50CR	096105	228.50

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7857	WISCNET							
	I-18061	WISCNET	R	7/20/2021		1,500.00CR	096106	1,500.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	79	0.00	484,969.89	484,969.89
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	80	0.00	484,969.89	484,969.89

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	7/2021	110,928.86CR
201	7/2021	216,871.35CR
209	7/2021	24.02CR
211	7/2021	475.00CR
260	7/2021	34.00CR
290	7/2021	92,918.83CR
292	7/2021	33.50CR
293	7/2021	1,890.00CR
405	7/2021	920.63CR
415	7/2021	73.71CR
601	7/2021	11,640.05CR
650	7/2021	49,159.94CR
ALL		484,969.89CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 20, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**