Common Council

Regular Meeting

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

Agenda

Tuesday, July 18, 2023 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **July 18, 2023** 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 20, 2023 Common Council meeting.
4. Public Hearing on the Amendment of Chapter 14 Zoning Ordinance of the De Pere Municipal Code including updates to the Official Zoning District Map.

   A. Notice of Public Hearing.

   B. Recommendation from Plan Commission.

   C. Ordinance #23-09 Amending Chapter 14 Zoning Ordinance of the De Pere Municipal Code including Amendments to the Official Zoning Map.
5. Public Hearing on a request to rezone Parcels WD-534, WD-535, WD-533-1, and WD-536 at 822-828 Main Av and 823-827 Oak St, from R1-45 (Single-Dwelling Detached) to MX3 (Corridor Mixed-Use).

   A. Notice of Public Hearing.

   B. Recommendation from the Plan Commission.

   C. Ordinance #23-10 Approving Zoning Map Amendment from R1-45 Residential Single-Dwelling Detached District to MX3 Corridor Mixed-Use District (Parcels WD-534, WD-535, WD-533-1 and WD-536; 822-828 Main Avenue and 823-827 Oak Street).
6. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.

7. Proclamation for the 100th birthday of Clayton E. Kolb.
8. Green Bay Transit presentation on their services for De Pere residents.
9. Presentation by staff GIS Analyst Kristen Vincent on Leadership Green Bay Orchard Project.
10. Recommendation from Plan Commission to approve an extraterritorial 3-lot certified survey map at 1700 BLK Williams Grant DR in Lawrence (Parcel L-169).
11. Recommendation from Historic Preservation Commission to approve a $3,800 proposal from Jones Sign for the design and printing of 55 individual historic district signs to be installed by property owners in and near the Mansion Street WWII Defense Homes Historic District and the Daviswood Ranch Homes Historic District.
12. Recommendation from the Board of Park Commissioners to Accept a $2500 Donation from Greta Johnson to Recreation Scholarship Fund.
13. Recommendation from the Board of Park Commissioners to Accept a $1000 Donation from De Pere Rotary Club for Summer Carnival.
14. Recommendation from the Finance & Personnel Committee to Accept Donations to Fund Therapy Dog Program for Fire Department.
15. Recommendation from Finance/Personnel Committee to approve the 2024 Non-Benefit Eligible Employees Wage Schedule.
16. Recommendation from the Finance-Personnel Committee on Police Request to Maintain a Credit Card for Travel and Training Purposes with a Credit line of $2,500.
17. Recommendation from the Finance-Personnel Committee on Acceptance of $18,500 donation from the Cloud Family Foundation, Inc. to Police for use with the K-9 Unit.
18. Recommendation from the Finance-Personnel Committee on Acceptance of $1,500 donation from Walmart for the Police Bike Safety Program.
19. Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2023 to June 30, 2024.

    A. Class "A" Fermented Malt Beverage Liquor Licenses.

    B. Class "A" Fermented Malt Beverage and "Class A" Intoxicating Liquor Licenses.

    C. Class "B" Fermented Malt Beverage Licenses.
20. Ordinance #23-08 Repealing and Reenacting Section 6-11 of the De Pere Municipal Code Regarding Telephonic/VideoConference Meeting Attendance (Second Reading).
21. Resolution #23-65 An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details.
22. Resolution #23-66 An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.
23. Resolution #23-67 Approving ATM Event Placement Agreement with Cornerstone Processing Solutions, Inc.
24. Resolution #23-68 Amending Sections 3, 4, 6, 7 and 10 of the City of De Pere Employee Policy Manual.

25. Resolution #23-69 Authorizing Agreement Between the City of De Pere and McGrath Human Resources Group (Job Description Update).

26. Resolution #23-70 Authorizing street name changes and naming of the Southern Bridge "Arthur J. Altmeyer Bridge" (Southbridge Road, Red Maple Road and Rockland Road to _____).

27. Resolution #23-71 Authorizing Facility Rental Agreement Between the City of De Pere and the De Pere Unified School District of De Pere.

28. Appointment to the Historic Preservation Commission by Mayor Boyd.

29. Voucher approval.

30. Future agenda items.

CLOSED SESSION

PLEASE TAKE NOTICE, that the Council may convene in closed session for Agenda items 31 and 32 pursuant to any of the following provisions under Wis. Stat. §19.85(1):
(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
(g) for conferring with legal counsel who is rendering oral or written advice concerning strategy to be adopted by the Council with respect to litigation in which it is or is likely to become involved.
The Council may then reconvene thereafter in open session pursuant to Wisconsin Statute Section 19.85(2) to report the results of the closed session and consider the balance of the Agenda.

31. Consideration and Possible Action on proposed development agreement terms with DE PERE 230 DEVELOPMENT PARTNERS LLC for a proposed redevelopment for the former Shopko store in Downtown De Pere.

32. Consideration and Possible Action on Fire Department Pay Claims.

33. 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

Lia Xiong
Matthew Queensberry
Thomas Finendale

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the June 20, 2023 Common Council meeting.**

ATTACHMENTS:

- 6-20-23 Common Council Minutes_draft (PDF)

Common Council

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

Regular Meeting

Draft Minutes

Tuesday, June 20, 2023 **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	
Pamela Gantz	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Present	
Devin Perock	Alderperson	Present	
John Quigley	Alderperson	Excused	
Dean Raasch	Alderperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the June 6, 2023 Common Council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

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

   None.

5. Consideration and possible action on the following Community Service Grant applications:

   A. Sleep in Heavenly Peace, De Pere Chapter - No Kid Sleeps on the Floor in Our Town!

   B. Kevin Rafferty, Boy Scout Troup #1043 Eagle Scout Project - Constructing Gaga Pit for Altmayer School

   Alderperson Carpenter moved, seconded by Alderperson Raasch to award $600 to each applicant, with $600 coming from the Community Service Grant budget and $600 from unassigned reserves. Alderperson Raasch moved, seconded by Alderperson Hansen to open the meeting. Upon vote, motion carried unanimously. Applicant Kevin Rafferty addressed the Council and answered questions. Alderperson Ledvina moved, seconded by Alderperson Raasch to close the meeting. Upon vote, motion carried unanimously.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

6. Recommendation from the Board of Public Works to approve the installation of a fence for Parcel WD–1540.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

7. Recommendation from the Board of Public Works to maintain existing City Policy regarding Alderperson Hansen's request to create a policy for reimbursement of resident-completed driveway repairs.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

8. Recommendation from the Board of Public Works on award of Contract 23-16 Bridge Rehabilitation to Zenith Tech, Inc in the amount of $178,290.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

9. Recommendation from the Board of Public Works on award of Contract 23-21 Municipal Service Center Flooring Replacement Rebid to Macco's Commercial Interiors in the amount of $39,089.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

10. Recommendation from the Board of Public Works on award of Contract 23-17 Municipal Service Center Complex Gutter Replacement and Roof Repairs Rebid to Security Luebke Roofing, Inc. in the amount of $53,423.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

11. Recommendation from the Board of Public Works to approve Alderperson Hansen's request regarding tree plantings on County and State Highways.

Alderpersons Raasch and Hansen clarified that approval of this recommendation will allow staff to request permission from the state and county to plant trees in these areas.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

12. Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2023 to June 30, 2024.

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

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

B. Class "B" Beer and "Class C" Wine Licenses

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

C. Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor Licenses

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

D. Class "B" Beer and Reserve "Class B" Liquor Licenses

The clerk reported that there are two license holders who have not yet submitted their renewal paperwork. They will need to apply for a provisional license to carry them through until their renewals can be heard at the second License Committee and Council meetings in July.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

13. Ordinance #23-08 Repealing and Reenacting Section 6-11 of the De Pere Municipal Code Regarding Telephonic/VideoConference Meeting Attendance.

City Attorney Tony Wachewicz stated that guidance from the Department of Justice allows any number of Council members to attend remotely, as long as the public can attend virtually as well. He explained that the intent of the proposed change is to address emergency situations when more than two members are unable to attend in person, which would trigger cancellation of the meeting under current rules. Discussion followed regarding concerns about reporting attendance method, and possible abuse of virtual attendance when not entirely necessary.

RESULT:	**SECOND READING REQUIRED [6 TO 1]** **Next: 7/18/2023 7:30 PM**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
NAYS:	Dean Raasch
EXCUSED:	John Quigley

14. Resolution #23-56 Establishing Non-Lapsing Funds as of December 31, 2022.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

15. Resolution #23-57 Approving Organizational Changes from Information Technology to Administration Department for Video Production Specialist and Video Production Assistant Positions and Approving Reclassification of Communication Specialist Position to Communication and Marketing Manager and Corresponding Adjustment to Compensation Plan Grade Level.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

16. Resolution #23-58 Approving Grant Agreement for Division of Public Health Contract #60688.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

17. Resolution #23-59 Authorizing Agreement for Consulting Services Between the City of De Pere and Emergency Support and Planning, LLC (Fire Department Staffing Study).

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

18. Resolution #23-60 De Pere Common Council Authorization or Delegation of Payment of Vouchers or Invoices between Council Meetings.

    Mayor Boyd and City Attorney Tony Wachewicz confirmed that Council is not obligated to approve vouchers.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

19. Resolution #23-61 Approving Compliance Maintenance Annual Report for Wastewater Collection System.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

20. Resolution #23-62 Proposed Water Service Rate Increase.

Finance Director/Treasurer Pam Manley explained that the City's water utility is in debt to the general fund due to several years of purchasing capital equipment through that fund. The 8% rate increase would begin in September of this year, with no additional increase next year. She noted that it is extremely rare for the PSC to authorize an 8% increase; it has historically been in the 3% range. Public Works Director Scott Thoreson reported that the last rate increase for water was in 2011. Staff and Council members chose not raise water rates since that time, because of significant increases on the wastewater side. He explained that expenditures have been exceeding revenues due to capital improvements and DNR mandates to operate the utility. Staff calculated an example of the impact of the proposed increase on a quarterly residential water bill: there would be a $10.40 increase for water on a bill with 9,700 gallons of usage. Scott emphasized that the City has been doing its diligence to keep water costs down by conducting a leak detection survey every other year. He pointed out that private water systems in the City (i.e. the Wal-Mart development area) need to do better with maintenance and leak detection; there are some that have never tested for water leaks. Discussion followed regarding the perception that De Pere's water rates are already some of the highest in the area, the pros and cons of bonding for water infrastructure, as well as the possibility of doing leak detection surveys every year. Pam stated that once the 2022 PSC report is submitted, staff will be notified if the City qualifies for the full 8% increase, and she will report back at the next Council meeting.

RESULT:	**ADOPTED BY ROLL CALL VOTE [6 TO 1]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
NAYS:	Dean Raasch
EXCUSED:	John Quigley

21. Resolution #23-63 Authorizing Second Amendment to Agreement for Consulting Services Between the City of De Pere and Robert E. Lee, Inc. (Engineering Services - Potential Stream Relocation; Parcel WD-D0077 - Fortune Avenue).

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Devin Perock, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

22. Resolution #23-64 Approving Agreement with Greater Green Bay Habitat for Humanity (Rock the Block Program).

Alderperson Hansen moved, seconded by Alderperson Perock to open the meeting. Upon vote, motion carried unanimously. Jessica Diederich, Executive Director of Greater Green Bay Habitat for Humanity, provided an overview of the Rock the Block program. She explained that the neighborhoods will be chosen by the City to receive exterior improvements to owner-occupied homes; they can typically can do up to 30 homes in one neighborhood. She noted that the program could also include improvements in a public space like a park, as well as an art installation. Alderperson Raasch moved, seconded by Alderperson Ledvina to close the meeting. Upon vote, motion carried unanimously.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Pamela Gantz, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

23. Voucher approval.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Raasch
EXCUSED:	John Quigley

24. Future agenda items.

Alderperson Carpenter requested that the budget for the Community Service Grant be increased for the 2024 budget.
Alderperson Raasch asked for an analysis of bonding for water utility infrastructure versus using the general fund. Staff will determine which subcommittee will receive this request.
Alderperson Hansen asked for an update on the Police Department's goal to increase the number of neighborhood watch groups in the City; this will be included in an upcoming Friday memo.

25. Adjournment.

Alderperson Ledvina moved, seconded by Alderperson Carpenter to adjourn the meeting at 8:34 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 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public Hearing on the Amendment of Chapter 14 Zoning Ordinance of the De Pere Municipal Code including updates to the Official Zoning District Map.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Notice of Public Hearing.**

ATTACHMENTS:

- Public Hearing Notice_Zoning Code and Map Updates_7-18-23 mtg_Class 2 (PDF)

Publish: June 30, 2023 and July 7, 2023 in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, July 18, 2023 at 7:35 PM** or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the following: Resulting from a quarterly review, 31 updates to Chapter 14, De Pere Municipal Code regarding the Zoning Ordinance, and 4 updates to the City's Official Zoning Map.

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S Broadway ST, De Pere, WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

A copy of the spreadsheets with the proposed updates to the Chapter 14 Zoning Ordinance and official Zoning Map are available online at https://www.deperewi.gov/department/photos/index.php?structureid=124 or by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 27th day of June, 2023.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. Recommendation from Plan Commission.**

On June 26, 2023, Plan Commission unanimously recommended approval by a vote of 7-0.

On July 12, 2023, Staff removed the part of the proposed revision from Section 14-21(7) that referenced private residential garages not exceeding 50% principal building front facade (street facing) for further review. A modified version of the revision may be returned to Common Council for a decision at a future meeting.

ATTACHMENTS:

- Zoning Ordinance ACCEPTED EDITS Summary - 2nd Quarter 2023 FINAL for CC (PDF)
- DRAFT Zoning Map for Review - Detailed June 2023 (PDF)
- Zoning Code Memo for CC - 2nd Qtr 2023 - 18 Jul 2023 (PDF)
- Zoning Ordinance Redlined Summary 2nd Qtr 2023 FINAL for CC (PDF)

ACCEPTED Revisions for Zoning Ordinance

Plan Commission Review June 26, 2023

Common Council Decision July 18, 2023

Section 14-21(7)

(7) Private Residential Garages

Private residential garages that are attached to the primary building may not exceed 50% of the principal building's first floor footprint. Detached garages are subject to any size limitations that apply to accessory buildings.

Sections 14-22 Table 2-3(c), 14-23 Table 2-4(c), 14-24 Table 2-5(c), 14-24 Table 2-6(c), 14-26 Table 2-7(d), 14-27 Table 2-8(c), 14-28 Table 2-9(c) for accessory and parking lot siting, and for backyard cottages building siting

	Minimum Building Separation (feet)	5

Section 14-33(3)(a) Table 3-3

TABLE 3-3 – STOREFRONT BUILDING REGULATIONS					
		DISTRICTS			
		MX1	MX2	MX3	REFERENCES
(a)	**Building Siting**				
1	Minimum Primary Frontage Coverage (%)	95	95	60	See 14-33(4) for allowed courtyards.
9	Permitted Driveway Access Location	Alley only; if no alley exists, off non-primary street		1 per 100 feet of street frontage	See 14-33(4) for allowed courtyards.

New or Modified Sections 14-33(4)(d), 14-34(4)(c), 14-35(4)(e), 14-36(4)(e), 14-38(4)(a)

Limited Side Yard Parking. Limited side yard parking means one double- or single-loaded aisle, with the centerline of the aisle perpendicular to the street, is permitted in the interior side yard. Maximum width of double-loaded is 60 feet and 40 feet for single-loaded, measured along the right-of-way. Parking screening is required in accordance with 14-103. The width of limited side parking can be subtracted from the primary frontage width.

New Section 14-38(4)

(4) Supplemental Civic Building Regulations. The supplemental regulation of this section apply to civic buildings:

Section 14-53(2)(c)1. -- DELETED

Section 14-70 Table 7-1

TABLE 7-1 — PRINCIPAL USE TABLE

USE CATEGORY	Districts																
Use Subcategory	Residential				Mixed-Use					Commercial & Employment				Special [1]			Definition & Regulations
Specific Use Type	R1	R2	RM-1	RM-2	MX1	MX2	MX3	GX1	GX2	O	C	BP-1	BP-2	I	AG	PI-1	PI-2	
RESIDENTIAL																		
Household Living																		
Single-Household	●	●	●	●	◓	◓	◓	●	●	–	–	–	–	–	●	–	–	14-71(1)
Two-Household	–	●	●	●	◓	◓	◓	●	●	–	–	–	–	–	–	–	–	14-71(1)
Three-to-Six-Household	–	–	●	●	◓	◓	◓	●	●	–	–	–	–	–	–	–	–	14-71(1)
Seven+-Household	–	–	–	●	◓	◓	◓	●	●	–	–	–	–	–	–	–	–	14-71(1)
Live-Work	–	–	–	–	◓	◓	◓	●	●	–	–	–	–	–	–	–	–	14-71(1)
Neighborhood Clubhouse	●	●	●	●	–	–	–	–	–	–	–	–	–	–	–	–	–	14-71(1)

New Section 14-71(1)(f)

(f) Neighborhood Clubhouse

Neighborhood Clubhouse. A building that is owned and maintained privately with an open area for events and smaller rooms for classes or activities with a primary function is to help neighbors engage with other neighbors. A community clubhouse may have a catering kitchen, a dining room, a lounge, a fireplace, a patio, a fire pit, a swimming pool, a sports court, and a sports field.

New Section 14-75(1)

(1) Composting, Yard Waste

A composting and yard waste facility that or operated or managed by the city.

(2) Construction or Demolition Debris

Establishments that receive and process general construction or demolition debris for recycling.

(3) Consumer Material Drop-off Station

An establishment that (1) accepts consumer recyclable commodities directly from the consuming party; (2) is staffed by personnel during times when recyclables are accepted from consumers; and (3) stores materials temporarily before transferring them to recyclable material processing facilities. Establishments that process recyclable material are classified as “consumer material processing” establishments. (Note: refuse and recyclable materials storage areas are regulated as accessory uses).~~,~~

(4) Consumer Material Processing

Section 14-78(e)2 -- DELETED

Section 14-81(1)

(a) Minimums. No Minimum off-street motor vehicle parking ratios apply to nonresidential uses in the MX1 District when the use requires 15 or fewer parking spaces. When the use requires more than 15 parking spaces then the developer must provide one of the following:

1. The balance of parking spaces onsite.
2. A parking study in accordance with 14-83(6)(a).
3. Approval from Plan Commission for reduced parking ratios in accordance with 14-83(6)(c).

Section 14-81(1) Table 8-1

TABLE 8-1 — PARKING RATIOS	
USE CATEGORY Use Subcategory Specific Use Type	Minimum Number of Motor Vehicle Parking Spaces Required (see 14-84 for more information on bicycle parking)
RESIDENTIAL	
Household Living	
Single-Household	2 per DU (at least one of which must be enclosed)
Two-Household	2 per DU (at least one space per dwelling must be enclosed)
Three+-Household	1 per DU in MX1; 1.25 per DU + 0.25 per bedroom for 2+ bedroom DU in all other districts (at least one space per dwelling must be enclosed)
Group Living	1 per 4 driving-age residents + 1 per 2 employees; minimum 2 spaces
Neighborhood Clubhouse	**1 per 10 units the clubhouse serves, including future neighborhood phases**
PUBLIC AND CIVIC	

Section 14-87(1)(e)

(e) New R District Two-way drives must lead to the nearest garage door. Existing developed R District two-way drives, without conforming enclosed parking, must lead to the nearest parking space.

Section 14-87(1)(g)

(g) New construction and expansion require a site plan. Reconstruction, the removal and replacement of pavement material (up to 2,000 SF), requires a site plan and driveway permit. Maintenance and repair does not require a site plan or driveway permit.

Section 14-91 Table 9-1

TABLE 9-1 — ALLOWED MAJOR FACADE MATERIALS

	MAJOR FACADE MATERIAL (alphabetical)	DISTRICTS X, P	RM	O	C	BP, I
A	Brick full dimensional, unit, face brick	●	●	●	●	●
	Brick economy size; or thin, veneer	-	-	●	●	●
B C	Concrete Masonry Units architectural, minimum 3" depth, "artisan stone" look, varied sizes, (Eschelon Masonry or approved equal), "stone" face, "hewn stone", rock cut	●	●	●	●	●
	Concrete Masonry Units minimum 3" depth, split-faced, burnished/ground face, glazed, or honed,	-	-	●	●	●
D	Fiber Cement Board finished lap siding or shingles	● Commercial Manor and Row Building only	●	-	-	-
E	Glass curtain wall system	● except Commercial Manor and Row Building	●	●	●	●
	Metal architectural panel system with 35% ground level brick, approved concrete masonry units, or stone	●	-	-	-	●
	Stone natural veneer	●	●	●	●	●
F	Wood painted, stained, or treated lap siding, shingles	● Commercial Manor and Row Building only	●	-	-	-

Section 14-92(11)

(11) Mechanical Equipment & Appurtenances

The design regulations of this subsection apply to the RM, X, O, C, BP, I and PI Districts. Mechanical equipment and appurtenances can have a negative visual impact and detract from the quality of the design of a building. The purpose of these regulations is to ensure that the visual impact of mechanical equipment and appurtenances is minimized. See Figure 9-11 for illustrations.

Section 14-94(2)(g)

(g) Landscaping is required around screening enclosures that are less than 50 feet from an abutting R District. Required landscaping shall be a coniferous species that is at least 3 feet tall and planted no more than 5 feet apart on center.

Section 14-101(1)

(1) The landscape and screening regulations of this article apply in RM, X, O, C, BP, I, and P zoning districts, as further identified in the individual subsections of this article.

Section 14-101(2)

(2) The landscape and screening regulations do not apply to any of the following:
  (a) Residential uses with one or two units;
  (b) Agricultural uses;
  (c) Public parks and open spaces;
  (d) Reconstruction…

Section 14-111 Table 11-3, Table 11-4, Table 11-5, Table 11-6, Table 11-7, Table 11-8

Remove the word "halo" from the 'Allowed Illumination' column from all six Tables because the term is not used in the Zoning Ordinance.

Section 14-111(4) Table 11-4 for Business Center

Table 11-4 PERMANENT SIGN REGULATIONS: MIXED-USE DISTRICTS							
Sign Type	**Zoning District**	**Max. Number Per Street Frontage**	**Maximum Height (ft.)**	**Maximum Area (sq. ft.)**	**Minimum Clearance**	**Minimum Setback (ft.)**	**Allowed Illumination**
Business Center	MX1, MX2, GX1	1	6	80	NA	5	External, backlit
	GX2			160			
	MX3						External, backlit,-EMS

Section 14-113(3)(c) -- DELETED

Section 14-113(8)(d) -- DELETED

Section 14-118(1)

(1) Sign Height

(a) The height of a sign is measured by calculating the distance from the base of the sign at normal grade to the top of the following:
  1. The top of the sign face for awning, wall, window, and canopy signs; or,
  2. The top of the sign face and sign structure for all other signs.

(b) The normal grade is the lower of:
  1. The existing grade prior to construction; or,
  2. The newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign.

(c) Architectural, structural design and similar elements of the sign are allowed to exceed maximum stated sign heights by up to 2 feet for a ground-mounted sign and up to 4 feet for a pole sign.

New Section 14-118(2)(c)

(c) The area of signs that are composed of individually installed writing, representation, emblem, or any figure of similar character on a sign is measured using the area of the smallest polygon containing a maximum of eight (8) right angle sides that encloses the individually installed grouping.

(d) If the area of a sign structure and sign base is more than 3 times the area of the supported sign, then the area of the sign structure and sign base is included in calculating the area of the sign.

(e) The following artistic design features are not counted as part of area of sign:

14-122(5)(c)

(c) Posted

At least one notice sign must be posted on each street frontage abutting the subject property at least 7 days before the plan commission meeting. A notice sign is not required when removing a PDD overlay only.

14-161(8)(a)(1)

1. Required setbacks are measured from the applicable lot line, right-of-way, or specific location referred to in the applicable regulation. Building setbacks are measured to the nearest exterior building wall, window, or chimney. Minimum setbacks that apply to other features (parking areas, fences, storage areas) are measured from the nearest point of the area or feature for that a setback is required. Unless otherwise expressly stated, no part of any structure may be located within the street right-of-way.

14-163(8)

Household. One or more persons living in a dwelling unit with common housekeeping arrangements.

14-163(15)

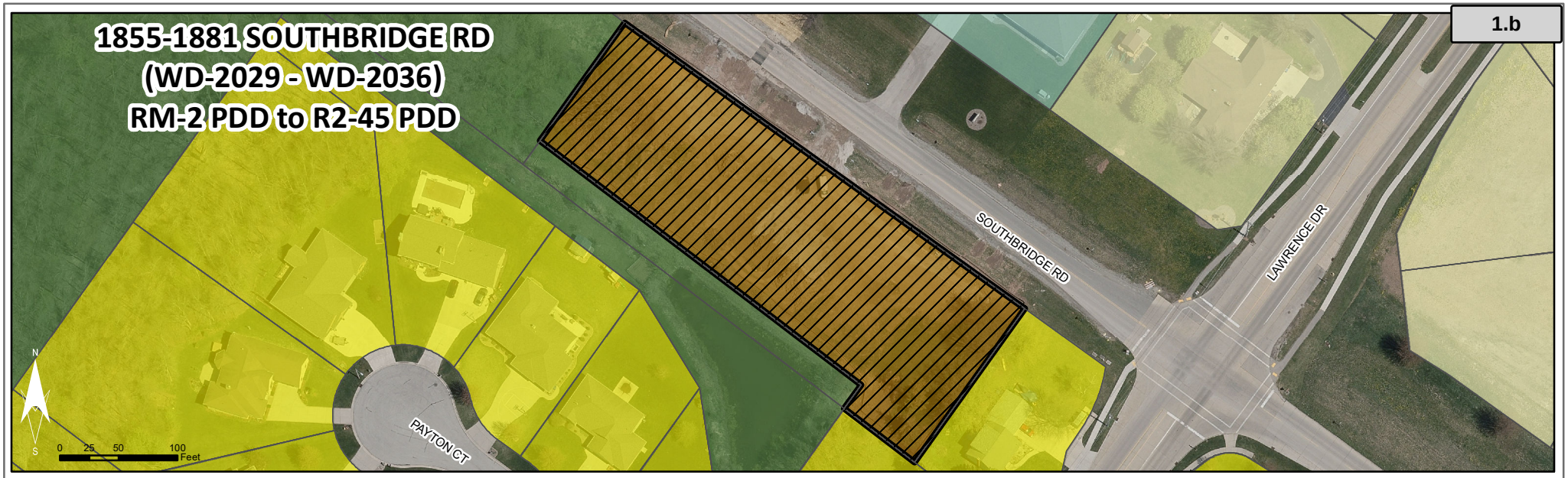
Occupied Space. Space in a building other than a habitable room wherein people normally work, assemble, or remain for a period of time.

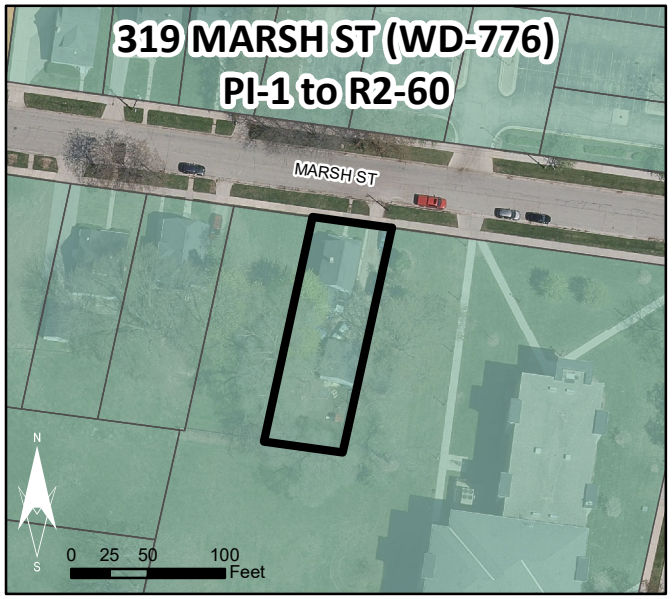
14-163(8)

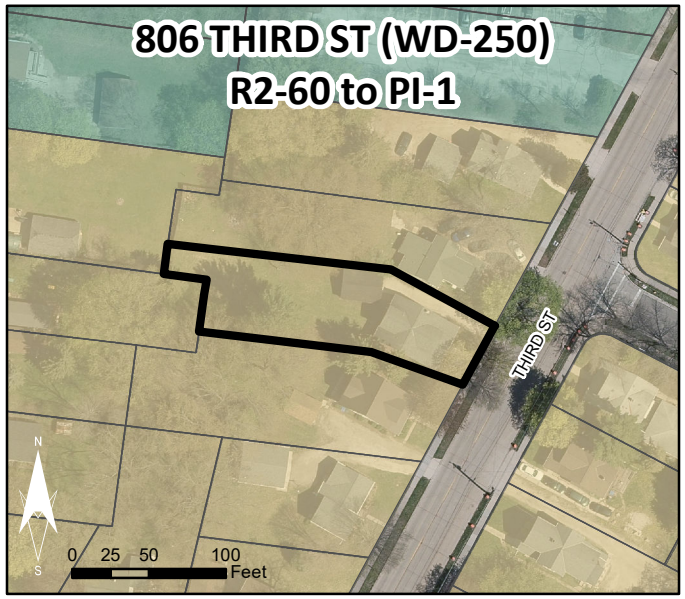
Sign, Backlit. A sign that has a source of illumination designed to project lighting against the surface behind the writing, representation, emblem, or any figure of similar character. The light source is not visible.

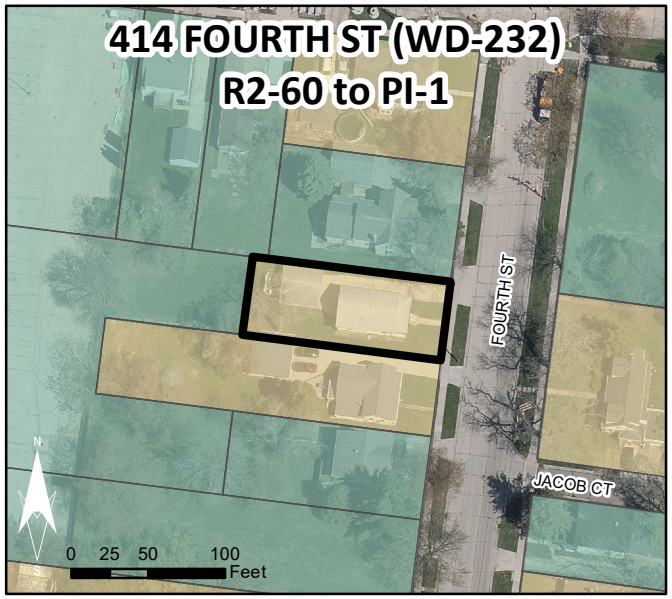
14-163(8)

Sign face. The part of a sign that writing, representation, emblem, or any figure of similar character is placed on.









DE PERE
RUNS DEEPER

Zoning Map Amendments Detail (Draft For Review - June 2023)

- Parcels
- Pre-Existing PDD (Prior to Jan 1, 2023)
- A:Agricultural
- R1-80: Single-Dwelling Detached
- R1-60: Single-Dwelling Detached
- R1-45:Single-Dwelling Detached
- R2-60: Two-Unit
- R2-45: Two-Unit
- RM-1: Multi-Unit Districts
- RM-2 Multi-Unit Districts
- MX1: Downtown Mixed-Use District
- MX2: Neighborhood Mixed-Use District
- MX3: Corridor Mixed-Use District
- GX1: Office-Residential Mix District
- GX2: Neighborhood Office-Residential
- O: Office
- C: Commercial
- BP-1: Business Park 1
- BP-2:Business Park 2
- I: Industrial
- CON: Conservancy
- PI-1: Neighborhood Public & Institutional District
- PI-2: Campus Public & Institutional District

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced.
The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.

Data Source

CITY OF DE PERE
MEMO

To: James Boyd, Mayor
Common Council Members
From: Peter Schleinz, Senior Planner | Zoning Administrator
Date: July 18, 2023

RE: **Recommendation from Plan Commission to approve amendments to the Zoning Ordinance and the Official Zoning Map.**

A. Notice of Public Hearing.

B. Ordinance #23-__ Amending Chapter 14 Zoning Ordinance of the De Pere Municipal Code including Amendments to the Official Zoning Map.

Summary:
The Common Council approved a new Zoning Ordinance and new Official Zoning Map on December 20, 2022, which became effective on January 1, 2023. The new Zoning Ordinance and Official Zoning Map were designed to have a quarterly review for potential revisions and updates. This is the second of the year 2023 quarterly updates.

Potential Revisions and Updates:
To maintain transparency with Plan Commission, Common Council, and the public, the attached document redlines the potential revisions to the Zoning Ordinance and the Zoning Map. Staff proposes 31 Zoning Ordinance revisions and four Zoning Map revisions.

Plan Commission Recommendation:
On June 26, 2023 Plan Commission recommended that Common Council approve the amendments to the Zoning Ordinance and the Official Zoning Map.

Redlined Revisions for Zoning Ordinance
Plan Commission Review June 26, 2023
Common Council Decision July 18, 2023

Section 14-21(7)

(7) Private Residential Garages

Private residential garages that are attached to the primary building may not exceed ~~40%~~ 50% of the principal building's first floor footprint. ~~living area of the principal dwelling unit.~~ Detached garages are subject to any size limitations that apply to accessory buildings.

Sections 14-22 Table 2-3(c), 14-23 Table 2-4(c), 14-24 Table 2-5(c), 14-24 Table 2-6(c), 14-26 Table 2-7(d), 14-27 Table 2-8(c), 14-28 Table 2-9(c) for accessory and parking lot siting, and for backyard cottages building siting

	Minimum Building Separation (feet)	~~10~~ 5

Section 14-33(3)(a) Table 3-3

TABLE 3-3 – STOREFRONT BUILDING REGULATIONS					
		DISTRICTS			
		MX1	MX2	MX3	REFERENCES
(a)	**Building Siting**				
1	Minimum Primary Frontage Coverage (%)	95	95	~~95~~ 60	See 14-33(4) for allowed courtyards.
9	Permitted Driveway Access Location	Alley only; if no alley exists, off non-primary street		~~Alley only; if no alley exists, off non-primary street~~ 1 per 100 feet of street frontage	See 14-33(4) for allowed courtyards.

New or Modified Sections 14-33(4)(d), 14-34(4)(c), 14-35(4)(e), 14-36(4)(e), 14-38(4)(a)

Limited Side Yard Parking. Limited side yard parking means one double- or single-loaded aisle, with the centerline of the aisle perpendicular to the street, is permitted in the interior side yard. Maximum width of double-loaded is 60 feet and 40 feet for single-loaded, measured along the right-of-way. Parking screening is required in accordance with 14-103. The width of limited side parking can be subtracted from the primary frontage width.

New Section 14-38(4)

(4) Supplemental Civic Building Regulations. The supplemental regulation of this section apply to civic buildings:

Section 14-53(2)(c)1.

~~1. Maximum District Area~~

~~In order to maintain the intended low-intensity, neighborhood-scale character of the PI-1 district, the maximum contiguous PI-1 zoned area may not exceed 3 acres.~~

Section 14-70 Table 7-1

TABLE 7-1 — PRINCIPAL USE TABLE

USE CATEGORY	Districts																
Use Subcategory	Residential				Mixed-Use					Commercial & Employment					Special [1]			Definition & Regulations
Specific Use Type	R1	R2	RM-1	RM-2	MX1	MX2	MX3	GX1	GX2	O	C	BP-1	BP-2	I	AG	PI-1	PI-2	
RESIDENTIAL																		
Household Living																		
Single-Household	●	●	●	●	◓	◓	◓	●	●	–	–	–	–	–	●	–	–	14-71(1)
Two-Household	–	●	●	●	◓	◓	◓	●	●	–	–	–	–	–	–	–	–	14-71(1)
Three-to-Six-Household	–	–	●	●	◓	◓	◓	●	●	–	–	–	–	–	–	–	–	14-71(1)
Seven+-Household	–	–	–	●	◓	◓	◓	●	●	–	–	–	–	–	–	–	–	14-71(1)
Live-Work	–	–	–	–	◓	◓	◓	●	●	–	–	–	–	–	–	–	–	14-71(1)
Neighborhood Clubhouse	●	●	●	●	–	–	–	–	–	–	–	–	–	–	–	–	–	**14-71(1)**

New Section 14-71(1)(f)

(f) Neighborhood Clubhouse

Neighborhood Clubhouse. A building that is owned and maintained privately with an open area for events and smaller rooms for classes or activities with a primary function is to help neighbors engage with other neighbors. A community clubhouse may have a catering kitchen, a dining room, a lounge, a fireplace, a patio, a fire pit, a swimming pool, a sports court, and a sports field.

New Section 14-75(1)

(1) Composting, Yard Waste

A composting and yard waste facility that or operated or managed by the city.

~~(1)~~(2) Construction or Demolition Debris

Establishments that receive and process general construction or demolition debris for recycling.

~~(2)~~(3) Consumer Material Drop-off Station

An establishment that (1) accepts consumer recyclable commodities directly from the consuming party; (2) is staffed by personnel during times when recyclables are accepted from consumers; and (3) stores materials temporarily before transferring them to recyclable material processing facilities. Establishments that process recyclable material are classified as “consumer material processing” establishments. (Note: refuse ~~dumpsters~~ and recyclable materials storage areas ~~bins~~ are regulated as

accessory uses).~~,~~

~~(3)~~(4) Consumer Material Processing

Section 14-78(e)2

~~2. Building Separation~~

~~Accessory buildings must be separated by a minimum distance of 10 feet from the principal building on the lot, unless the accessory building is located entirely within the principal building setbacks, in which case no separation is required. Structures less than 24 inches in height are not subject to building separation requirements.~~

Section 14-81(1)

(a) Minimums. No Minimum off-street motor vehicle parking ratios apply to nonresidential uses in the MX1 District when the use requires 15 or fewer parking spaces. When the use requires more than 15 parking spaces then the developer must provide one of the following:

1. The balance of parking spaces onsite.
2. A parking study in accordance with 14-83(6)(a).
3. Approval from Plan Commission for reduced parking ratios in accordance with 14-83(6)(c).

Section 14-81(1) Table 8-1

TABLE 8-1 — PARKING RATIOS	
USE CATEGORY Use Subcategory Specific Use Type	Minimum Number of Motor Vehicle Parking Spaces Required (see 14-84 for more information on bicycle parking)
RESIDENTIAL	
Household Living	
Single-Household	2 per DU (at least one of which must be enclosed)
Two-Household	2 per DU (at least one space per dwelling must be enclosed)
Three+-Household	1 per DU in MX1; 1.25 per DU + 0.25 per bedroom for 2+ bedroom DU in all other districts (at least one space per dwelling must be enclosed)
Group Living	1 per 4 driving-age residents + 1 per 2 employees; minimum 2 spaces
Neighborhood Clubhouse	**1 per 10 units the clubhouse serves, including future neighborhood phases**
PUBLIC AND CIVIC	

Section 14-87(1)(e)

(e) New R District T~~t~~wo-way drives must lead to the nearest garage door. Existing developed R District two way drives, without conforming enclosed parking, must lead to the nearest parking space.

Section 14-87(1)(g)

(g) New construction and ~~reconstruction~~ expansion requires a site plan. Reconstruction, the removal and replacement of pavement material (up to 2,000 SF), requires a site plan and driveway permit. ~~Rehabilitation,~~ Maintenance and repair~~, and renovation~~ does not require a site plan or driveway permit.

Section 14-91 Table 9-1

TABLE 9-1 — ALLOWED MAJOR FACADE MATERIALS

	MAJOR FACADE MATERIAL (alphabetical)	DISTRICTS X, P	RM	O	C	BP, I
A	Brick full dimensional, unit, face brick	●	●	●	●	●
	Brick economy size; or thin, veneer	-	-	●	●	●
B C	Concrete Masonry Units architectural, minimum 3" depth, "artisan stone" look, varied sizes, (Eschelon Masonry or approved equal), "stone" face, "hewn stone", rock cut	●	●	●	●	●
	Concrete Masonry Units minimum 3" depth, split-faced, burnished/ground face, glazed, or honed,	-	-	●	●	●
D	Fiber Cement Board finished lap siding or shingles	● Commercial Manor and Row Building only	●	-	-	-
E	Glass curtain wall system	● except Commercial Manor and Row Building	●	●	●	●
	Metal architectural panel system with 35% ground level brick, approved concrete masonry units, or stone	● ~~MX1, GX1 only~~	-	-	-	●
	Stone natural veneer	●	●	●	●	●
F	Wood painted, stained, or treated lap siding, shingles	● Commercial Manor and Row Building only	●	-	-	-

Section 14-92(11)

(11) Mechanical Equipment & Appurtenances

The design regulations of this subsection apply to the RM, X, O, C, BP, I and PI Districts. Mechanical equipment and appurtenances can have a negative visual impact and detract from the quality of the design of a building. The purpose of these regulations is to ensure that the visual impact of mechanical equipment and appurtenances is minimized. See Figure 9-11 for illustrations.

Section 14-94(2)(g)

(g) Landscaping is required around screening enclosures that are less than 50 feet from an abutting R District. ~~wherever they abut a non-paved surface or a required landscape area.~~

Required landscaping shall be a coniferous species that is at least 3 feet tall and planted no more than 5 feet apart on center.

Section 14-101(1)

(1) The landscape and screening regulations of this article apply in RM, X, O, C, BP, I, and P zoning districts, as further identified in the individual subsections of this article.

Section 14-101(2)

(2) The landscape and screening regulations do not apply to any of the following:
(a) Residential uses with one or two units;
~~(a)~~(b) Agricultural uses;
~~(b)~~(c) Public parks and open spaces;
~~(c)~~(d) Reconstruction…

Section 14-111 Table 11-3, Table 11-4, Table 11-5, Table 11-6, Table 11-7, Table 11-8

Remove the word "~~halo~~" from the 'Allowed Illumination' column from all six Tables because the term is not used in the Zoning Ordinance.

Section 14-111(4) Table 11-4 for Business Center

Table 11-4 PERMANENT SIGN REGULATIONS: MIXED-USE DISTRICTS							
Sign Type	**Zoning District**	**Max. Number Per Street Frontage**	**Maximum Height (ft.)**	**Maximum Area (sq. ft.)**	**Minimum Clearance**	**Minimum Setback (ft.)**	**Allowed Illumination**
Business Center	MX1, MX2, GX1	1	~~20~~ 6	80	~~7~~ NA	5	External, backlit~~, halo, EMS~~
	GX2			160			External, backlit, ~~halo,~~ EMS
	MX3						

Section 14-113(3)(c)

~~(c) Electronic message signs are prohibited on business center signs.~~

Section 14-113(8)(d)

~~(d) For multiple story buildings in mixed-use districts, wall signs are permitted only as follows (except as provided for in this chapter):~~
~~1. On the building frieze;~~
~~2. In the area between the first floor and the window sill of the 2nd story window; if no windows are~~

~~present, then no higher than 20 feet.~~

Section 14-118(1)

(1) Sign Height

(a) The height of a sign is measured by calculating the distance from the base of the sign at normal grade to the top of the following: ~~sign face. Normal grade is the lower of:~~

1. The top of the sign face for awning, wall, window, and canopy signs; or,
2. The top of the sign face and sign structure for all other signs.

(b) The normal grade is the lower of:

1. The existing grade prior to construction; or,
2. The newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign.

~~(b)~~(c) Architectural, structural design and similar elements of the sign are allowed to exceed maximum stated sign heights by up to 2 feet for a ground-mounted sign and up to 4 feet for a pole sign.

New Section 14-118(2)(c)

(c) The area of signs that are composed of individually installed writing, representation, emblem, or any figure of similar character on a sign is measured using the area of the smallest polygon containing a maximum of eight (8) right angle sides that encloses the individually installed grouping.

~~(c)~~(d) If the area of a sign structure and sign base is more than 3 times the area of the supported sign, then the area of the sign structure and sign base is included in calculating the area of the sign.

~~(d)~~(e) The following artistic design features are not counted as part of area of sign:

14-122(5)(c)

(c) Posted

At least one notice sign must be posted on each street frontage abutting the subject property at least 7 days before the plan commission meeting. A notice sign is not required when removing a PDD overlay only.

14-161(8)(a)(1)

1. Required setbacks are measured from the applicable lot line, right-of-way, or specific location referred to in the applicable regulation. Building setbacks are measured to the nearest exterior building wall, window, or chimney. Minimum setbacks that apply to other features (parking areas, fences, storage areas) are measured from the nearest point of the area or feature for that a setback is required. Unless otherwise expressly stated, no part of any structure may be located within the street right-of-way.

14-163(8)

Household. One or more persons living in a dwelling unit with common housekeeping arrangements.~~, except that no more than 5 unrelated persons living together on the premises may constitute a "household."~~

14-163(15)

Occupied Space. Space in a building other than a habitable room wherein people normally work, assemble, or remain for a period of time.

14-163(8)

Sign, Backlit~~/Halo~~. A sign that has a source of ~~copy~~ illumination designed to project lighting against the surface behind the writing, representation, emblem, or any figure of similar character ~~copy~~. The light source is not visible.

14-163(8)

Sign face. The part of a sign that writing, representation, emblem, or any figure of similar character is placed on.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**C. Ordinance #23-09 Amending Chapter 14 Zoning Ordinance of the De Pere Municipal Code including Amendments to the Official Zoning Map.**

ATTACHMENTS:

- Ord23-09 (2nd Quarter) Amending Chapter 14 DPMC and Official Zoning Map (PDF)

ORDINANCE #23-09

AMENDING CHAPTER 14 ZONING ORDINANCE OF THE DE PERE MUNICIPAL CODE INCLUDING AMENDMENTS TO THE OFFICIAL ZONING DISTRICT MAP

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding amendments to Chapter 14 (Zoning Ordinance), and revisions to the Official Zoning District Map also contained in Chapter 14 of the City of De Pere Municipal Code, and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed amendments to Chapter 14 (resulting from a quarterly review) and official zoning district map changes and, pursuant thereto, a public hearing having been held on the 18th day of July, 2023 at 7:35 p.m. and the Common Council having heard all interested parties, their agents and/or attorneys;

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 14 – ZONING ORDINANCE shall be amended as attached hereto and incorporated herein by reference.

Section 2. Chapter 14 – ZONING ORDINANCE Section 14-10 Zoning Map and the City's Official Zoning District map shall be amended to incorporate the zoning district changes in the attached map and all notations, references, data and other information shown thereon to be adopted and made part of Chapter 14 and the City's Official Zoning District Map as if fully set

forth herein. A certified copy of which will be on file in the Office of the City Clerk, and the City Clerk is directed to certify the Official Zoning District Map of the City of De Pere and such certified copy shall remain on file in the Office of the City Clerk.

Section 3. That all other ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall take effect upon passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of July, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee/Commission Approval: 06/26/2023
Publication Date: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public Hearing on a request to rezone Parcels WD-534, WD-535, WD-533-1, and WD-536 at 822-828 Main Av and 823-827 Oak St, from R1-45 (Single-Dwelling Detached) to MX3 (Corridor Mixed-Use).**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Notice of Public Hearing.**

ATTACHMENTS:

- Public Hearing Notice_Main and Oak Rezones_7-18-23 mtg_Class 2 (PDF)

Publish: June 30, 2023 and July 7, 2023 in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, July 18, 2023** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request to rezone the following property:

Parcels WD-534, WD-535, WD-533-1, and WD-536 at 822-828 Main AV and 823-827 Oak ST, approximately 236.9 feet west from the Main AV and Eighth ST intersection, from R1-45 (Single-Dwelling Detached) to MX3 (Corridor Mixed-Use).

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S Broadway ST, De Pere WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

A map of the proposed rezoning is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 27th day of June, 2023.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. Recommendation from the Plan Commission.**

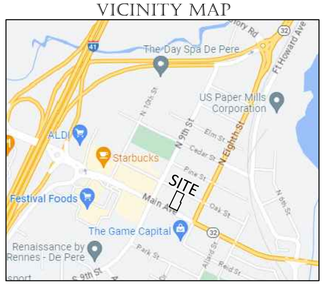
On June 26, 2023, Plan Commission unanimously recommended approval by a vote of 7-0.

ATTACHMENTS:

- Exhibit (ALTA Map) (PDF)
- PC Report - Rezoning (PDF)
- Legal Description (PDF)

ALTA/NSPS LAND TITLE SURVEY

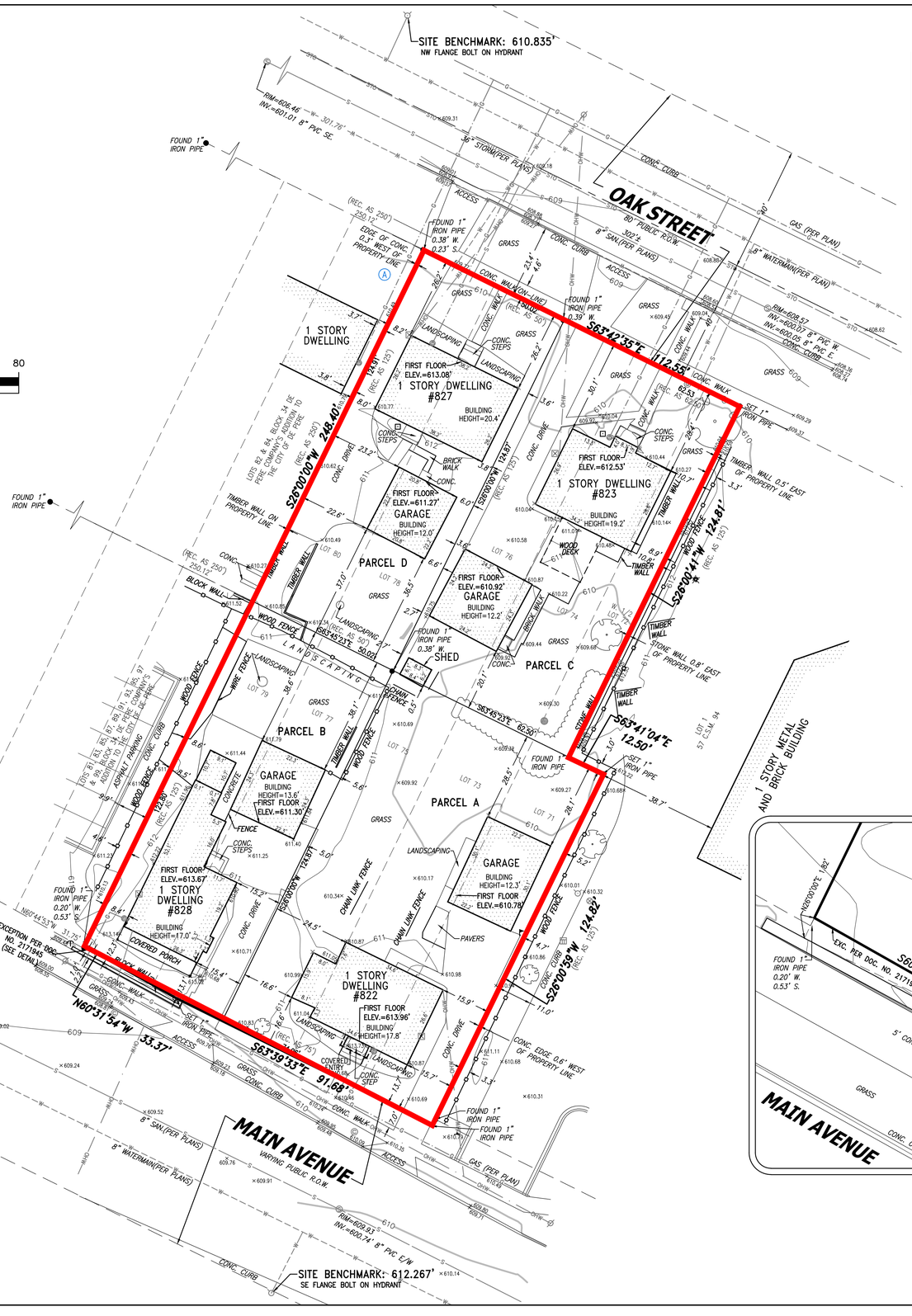
VICINITY MAP



ENCROACHMENT TABLE

A	CONC. 0.3' OVER WEST PROPERTY LINE

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

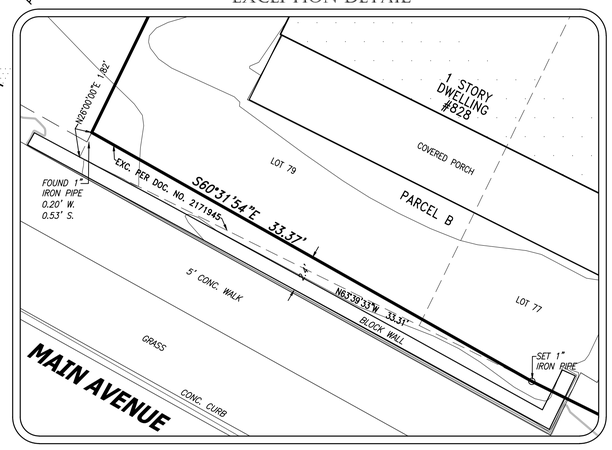


LEGEND

- INDICATES FOUND 1" IRON PIPE
- INDICATES SET 1" IRON PIPE
- INDICATES FOUND CHISELED CROSS
- SANITARY MANHOLE
- SANITARY CLEANOUT OR VENT
- SEPTIC TANK ACCESS COVER
- M.I.S. MANHOLE
- UNKNOWN MANHOLE
- STORM MANHOLE
- INLET (ROUND)
- INLET (SQUARE)
- CURB INLET
- STORM SEWER END SECTION
- GAS VALVE
- GAS METER
- WATER VALVE
- HYDRANT
- WATER MANHOLE
- WATER SERVICE CURB STOP
- WELL HEAD
- STAND PIPE
- WALL INDICATOR VALVE
- POST INDICATOR VALVE
- LIGHT POLE
- SPOT/YARD LIGHT
- UTILITY POLE
- GUY POLE
- GUY WIRE
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- TELEPHONE MANHOLE

- TELEPHONE PEDESTAL
- CABLE PEDESTAL
- CONTROL BOX
- FIBER OPTIC PEDESTAL/SIGN
- TRAFFIC LIGHT
- COMMUNICATION MANHOLE
- BOLLARD
- SOIL BORING/MONITORING WELL
- WATER SURFACE
- WETLANDS FLAG
- MARSH
- FLAGPOLE
- PARKING METER
- SIGN
- MAILBOX
- RAILROAD CROSSING SIGNAL
- HANDICAP SPACE
- CONIFEROUS TREE
- DECIDUOUS TREE
- SANITARY SEWER
- STORM SEWER
- WATERLINE
- MARKED GAS MAIN
- MARKED ELECTRIC
- OVERHEAD WIRES
- MARKED TELEPHONE
- MARKED CABLE TV LINE
- MARKED FIBER OPTIC
- BURIED ELECTRIC SERVICE
- BOARD FENCE
- CHAIN LINK FENCE
- WIRE FENCE

EXCEPTION DETAIL



CLIENT

North Shore Bank

SITE ADDRESS

822 and 828 Main Avenue, City of De Pere, Brown County, Wisconsin.

823 and 827 Oak Street, City of De Pere, Brown County, Wisconsin.

LEGAL DESCRIPTION

PARCEL A:
Lots Seventy-one (71), Seventy-three (73) and Seventy-five (75) in Block Thirty-four (34) of DE PERE COMPANY'S ADDITION TO THE CITY OF DE PERE, West side of the Fox River, in the City of De Pere, Brown County, Wisconsin.
PARCEL B:
Lots Seventy-seven (77) and Seventy-nine (79), Block Thirty-four (34) according to the recorded Plat of DE PERE COMPANY'S ADDITION TO THE CITY OF DE PERE, in the City of De Pere, West side of the Fox River, Brown County, Wisconsin, excepting therefrom that part thereof described as Document No. 2171945 and corrected by an Affidavit of Correction recorded on February 11, 2005, as Document No. 2172699, and further excepting therefrom all parts thereof used for road purposes.
PARCEL C:
The West One-half (1/2) of Lot Seventy-two (72), and all of Lots Seventy-four (74) and Seventy-six (76), Block Thirty-four (34) according to the recorded Plat of DE PERE COMPANY'S ADDITION TO THE CITY OF DE PERE, in the City of De Pere, West side of the Fox River, Brown County, Wisconsin.
PARCEL D:
Lots Seventy-eight (78) and Eighty (80), Block Thirty-four (34) Plat of DE PERE COMPANY'S ADDITION TO WEST DE PERE, West side of the Fox River, in the City of De Pere, Brown County, Wisconsin.

BASIS OF BEARINGS

Bearings are referenced to the South line of Oak Street, which is assumed to bear South 63°42'35" East.

VERTICAL DATUM

-Vertical Datum is based on NAVD-88
-Starting Benchmark is a Private Claim Corner designated 30Q-11/12, which has an elevation of 606.52

TITLE COMMITMENT

This survey was prepared based on First American Title Insurance Company Commitment No. 2304A0126, effective date of April 3, 2023 which lists the following easements and/or restrictions from schedule B-II:

1, 5, 6, 7, 8 & 16 visible evidence shown, if any.

2, 3, 4, 9-15 & 17 not survey related.

TABLE "A" ITEMS

3. According to the flood insurance rate map of the County of Brown, Community Panel No.55009C0254G, effective date of May 9, 2023, this site falls in Zone X (Areas determined to be outside the 0.2% annual chance floodplain).
4. The Land Area of the subject property is 29,003 square feet or 0.6657 acres.
6(a). A zoning report has not been provided.
9. There are 0 regular parking spaces and 0 handicap space marked on this site.
11(b). Evidence of underground utilities existing on or serving the surveyed property as determined by markings requested by the surveyor pursuant to a Diggers Hotline One-call center utility locate. Ticket Number 20231801949, 20231801964, 20231802001, 20231802008, 20231802104, 20231802127, 20231802132 and 20231802211. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Client understands only utility lines with imbedded electric tracer wires or utilities made of materials capable of electric connectivity can be marked at the surface and located. Depth of utilities may prohibit their location even with electric connectivity.

TO: North Shore Bank
Beckett, LLC, a Wisconsin limited liability company
First American Title Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 11(b), 19 and 20(b) of Table A thereof. The field work was completed on May 5, 2023.

Date of Map: May 17, 2023

DANIEL BEDNAR S-2812 GERMANTOWN WI. LAND SURVEYOR

Daniel E. Bednar
Professional Land Surveyor
Registration Number S-2812

CHAPUT LAND SURVEYS
234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

Date	Revision description

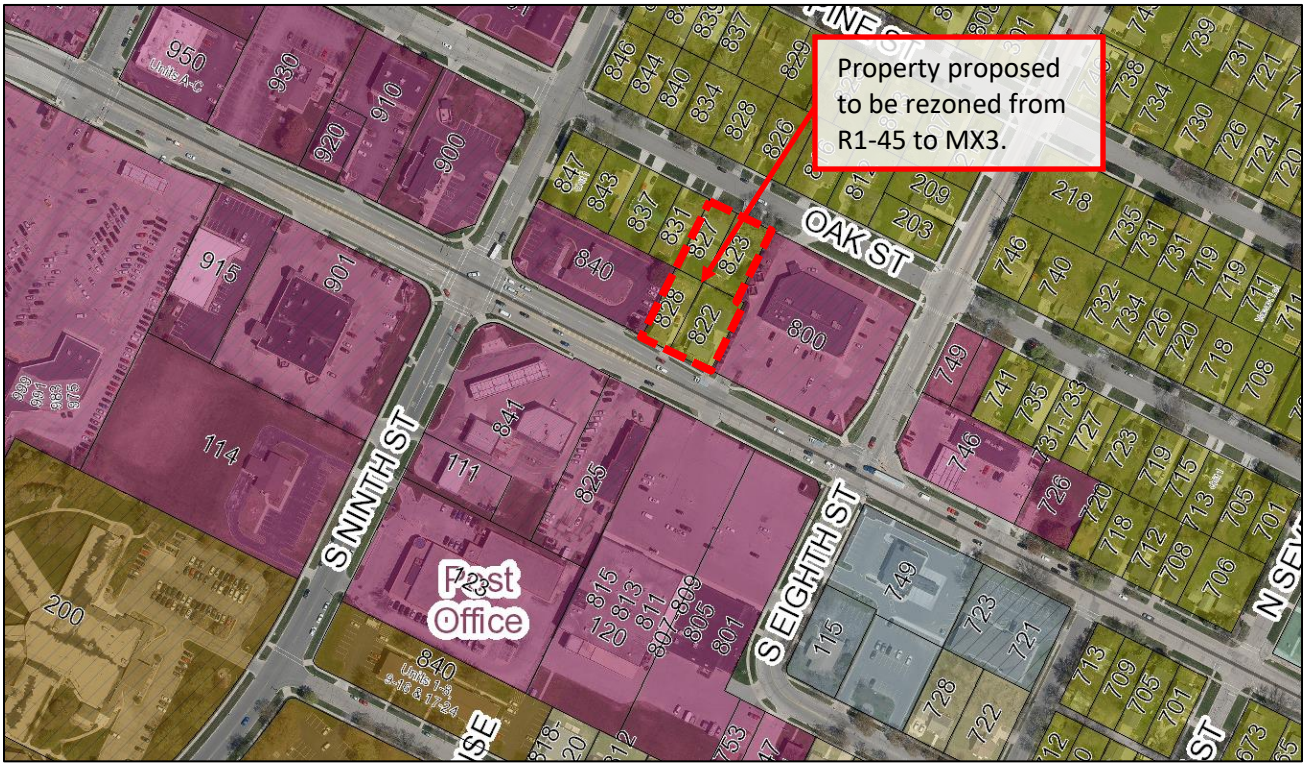
This document is an instrument of professional service, and may be protected by the surveyors work product doctrine or surveyor / client privilege. The information shown hereon is intended solely for the use of the client and client directed third parties.

Drawing No. 4450-swc

CHAPUT LAND SURVEYS

Item 5 : **Consideration and possible action for a zoning map amendment from R1-45 (Single-Dwelling Detached District) to MX3 (Corridor Mixed-Use District) at 822-828 Main AV and 823-827 Oak ST (Parcels WD-534, WD-535, WD-533-1, WD-536).***

SITE MAP



REQUESTED ACTION: Rezoning Request.

COMMON DESCRIPTION: 822-828 Main AV and 823-827 Oak ST, located north and west from the Main AV and N Eighth ST intersection.

SURROUNDING LAND USES: Residential: Single-household (R1-45) to the north and west.
Commercial: Financial service (MX3), vehicle sales and service (MX3), and retail sales (MX3) to the south, east and west.

COMPREHENSIVE PLAN: Commercial Redevelopment.

APPLICANT / OWNER:

<u>Authorized Representative</u>
Michael Leidig, EIT
Robert E Lee and Associates
1250 Centennial Centre BL
Hobart, WI 54155

<u>Property Owner</u>
Jamber Properties LLC
PO BOX 6131
De Pere, WI 54115

LAND USE HISTORY: After an air photograph, the site developed for residential use in the 1940's-1960's.

STAFF REVIEW: When reviewing a zoning map amendment request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The proposed rezoning complies with the Comprehensive Plan and surrounding land uses, including matching adjacent existing uses.

Comprehensive Plan

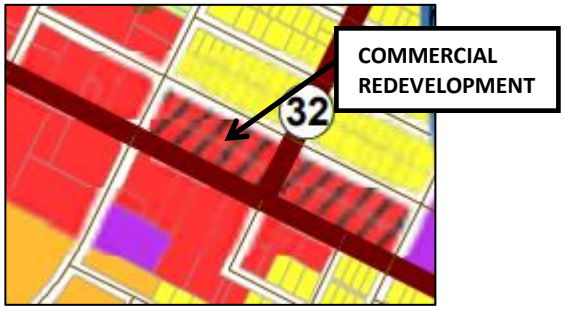
The 2010 Comprehensive Plan text and the Future Land Uses Map (Figure 2-6) identifies the future use as 'Commercial Redevelopment.' The proposed zoning map amendment change from residential use to a commercial use complies with the comprehensive plan. Adjacent properties have already been commercially redeveloped to the east (800 Main AV in 2011) and the west (840 Main AV in 1999, expanded in 2007).

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. The Comprehensive Plan reflects the following:

- Future 'Neighborhood Residential (including Multi-Family)' to the north.
- Future 'Commercial' to the south.
- Future 'Commercial Redevelopment' to the east and west.

CLIP FROM FUTURE LAND USE MAP



Desired Development Patterns

If the Zoning Map remains unchanged as R1-45, residential and group living uses continue to be allowed. If the Zoning Map is amended from R1-45 to MX3, the site will have options for 24 permitted commercial uses and two conditional uses.

> *Note: Proposed Site plans are not reviewed with Zoning Map amendment requests. Interested neighbors can review any future filed site plans separately with Development Services staff at City Hall, and in the near future online using the City site plan portal.*

The site is vehicle and pedestrian accessible with primary street frontage on Main AV and non-primary street frontage on Oak ST. Main AV provides a direct connection between I-43 and downtown De Pere.

NEIGHBOR OUTREACH

All property owners within 300 feet of the subject area have been notified of the application via mail.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the request for a zoning map amendment at 822-828 Main AV and 823-827 Oak ST from R1-45 (Single-Dwelling Detached) to MX3 (Corridor Mixed-Use), subject to the following:

1. Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.

Legal Description for Job No. 4450

PARCEL A:
Lots Seventy-one (71), Seventy-three (73) and Seventy-five (75) in Block Thirty-four (34) of DE PERE COMPANY'S ADDITION TO THE CITY OF DE PERE, West side of the Fox River, in the City of De Pere, Brown County, Wisconsin.
822 Main Avenue, De Pere, WI 54115
Tax Key No. WD-534
PARCEL B:
Lots Seventy-seven (77) and Seventy-nine (79), Block Thirty-four (34) according to the recorded Plat of DE PERE COMPANY'S ADDITION TO THE CITY OF DE PERE, in the City of De Pere, West side of the Fox River, Brown County, Wisconsin, excepting therefrom that part thereof described as Document No. 2171945 and corrected by an Affidavit of Correction recorded on February 11, 2005, as Document No. 2172699, and further excepting therefrom all parts thereof used for road purposes.
828 Main Avenue, De Pere, WI 54115
Tax Key No. WD-535
PARCEL C:
The West One-half (1/2) of Lot Seventy-two (72), and all of Lots Seventy-four (74) and Seventy-six (76), Block Thirty-four (34) according to the recorded Plat of DE PERE COMPANY'S ADDITION TO THE CITY OF DE PERE, in the City of De Pere, West side of the Fox River, Brown County, Wisconsin.
823 Oak Street, De Pere, WI 54115
Tax Key No. WD-533-1
PARCEL D:
Lots Seventy-eight (78) and Eighty (80), Block Thirty-four (34) Plat of DE PERE COMPANY'S ADDITION TO WEST DE PERE, West side of the Fox River, in the City of De Pere, Brown County, Wisconsin.
827 Oak Street, De Pere, WI 54115
Tax Key No. WD-536

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**C. Ordinance #23-10 Approving Zoning Map Amendment from R1-45 Residential Single-Dwelling Detached District to MX3 Corridor Mixed-Use District (Parcels WD-534, WD-535, WD-533-1 and WD-536; 822-828 Main Avenue and 823-827 Oak Street).**

On June 26, 2023, Plan Commission unanimously recommended approval by a vote of 7-0.

ATTACHMENTS:

- Ord23-10 (PDF)

ORDINANCE #23-10
APPROVING ZONING MAP AMENDMENT FROM R1-45 RESIDENTIAL SINGLE-DWELLING DETACHED DISTRICT TO MX3 CORRIDOR MIXED-USE DISTRICT
(Parcels WD-534, WD-535, WD-533-1 and WD-536; 822-828 Main Avenue and 823-827 Oak Street)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification and Zoning Map amendment for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and Zoning Map amendment and, pursuant thereto, a public hearing having been held on the 18th day of July, 2023 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. That the following described property:

WD-534 (Parcel A):

Lots Seventy-one (71), Seventy-three (73) and Seventy-five (75) in Block Thirty-four (34) of DE PERE COMPANY'S ADDITION TO THE CITY OF DE PERE, West side of the Fox River, in the City of De Pere, Brown County, Wisconsin.

WD-535 (Parcel B):

Lots Seventy-seven (77) and Seventy-nine (79), Block Thirty-four (34) according to the recorded Plat of DE PERE COMPANY'S ADDITION TO THE CITY OF DE PERE, in the City of De Pere, West side of the Fox River, Brown County, Wisconsin, excepting therefrom that part thereof described as Document No. 2171945 and corrected by an Affidavit of Correction recorded on February 11, 2005, as Document No. 2172699, and further excepting therefrom all parts thereof used for road purposes.

WD-533-1 (Parcel C):

The West One-half (1/2) of Lot Seventy-two (72), and all of Lots Seventy-four (74) and Seventy-six (76), Block Thirty-four (34) according to the recorded Plat of DE PERE COMPANY'S ADDITION TO THE CITY OF DE PERE, in the City of De Pere, West side of the Fox River, Brown County, Wisconsin.

WD-536 (Parcel D):

Lots Seventy-eight (78) and Eighty (80), Block Thirty-four (34) Plat of DE PERE COMPANY'S ADDITION TO WEST DE PERE, West side of the Fox River, in the City of De Pere, Brown County, Wisconsin.

shall be and the same is hereby rezoned from the present zoning classification of R1-45 Residential Single-Dwelling Detached District, to MX3 Corridor Mixed-Use District as set forth in and regulated by the provisions of Chapter 14, Article III Mixed-Use Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-73 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. The City Clerk is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. All other ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of July, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/26/2023
Publication Date: _____
Effective Date: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Proclamation for the 100th birthday of Clayton E. Kolb.**

ATTACHMENTS:

- 100th Clayton Kolb (PDF)

PROCLAMATION

HONORING CLAYTON E. KOLB

WHEREAS, *Clayton E. Kolb was born on July 31, 1923; and*

WHEREAS, *he worked at Ford's Bakery on George Street in De Pere from 1935-1989 (starting at the age of 12); and*

WHEREAS, *Clayton graduated from De Pere High School in 1941; and*

WHEREAS, *from 1942-1945, he served in World War 2, acting as a navigator flying a B-29 Superfortress and then spent the following 10 years in the Air Force Reserves; and*

WHEREAS, *Clayton and Norma Jane Schumerth married on June 14, 1947 and had 5 children; Greg, Steve, Rick, Beth and Sarah; and*

WHEREAS, *he became the De Pere March of Dimes Chairperson for their Polio Campaign; and*

WHEREAS, *Clayton also served on the Board of Directors for the State Bank of De Pere, as well as being an active member of the City of De Pere Board of Health; and*

WHEREAS, *Clayton will celebrate his 100th birthday on July 31, 2023.*

NOW, THEREFORE, *I, James G. Boyd Mayor of the City of De Pere, on behalf of all De Pere citizens, and the De Pere Common Council hereby wish Clayton E. Kolb a very Happy 100th Birthday!*

IN WITNESS WHEREOF, *I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this* 12th *day of* July, *2023.*

CITY OF DE PERE, WISCONSIN

James G. Boyd

James G. Boyd, Mayor

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Administration**
FROM:	**Lawrence Delo**
SUBJECT:	**Green Bay Transit presentation on their services for De Pere residents.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Presentation by staff GIS Analyst Kristen Vincent on Leadership Green Bay Orchard Project.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Plan Commission to approve an extraterritorial 3-lot certified survey map at 1700 BLK Williams Grant DR in Lawrence (Parcel L-169).**

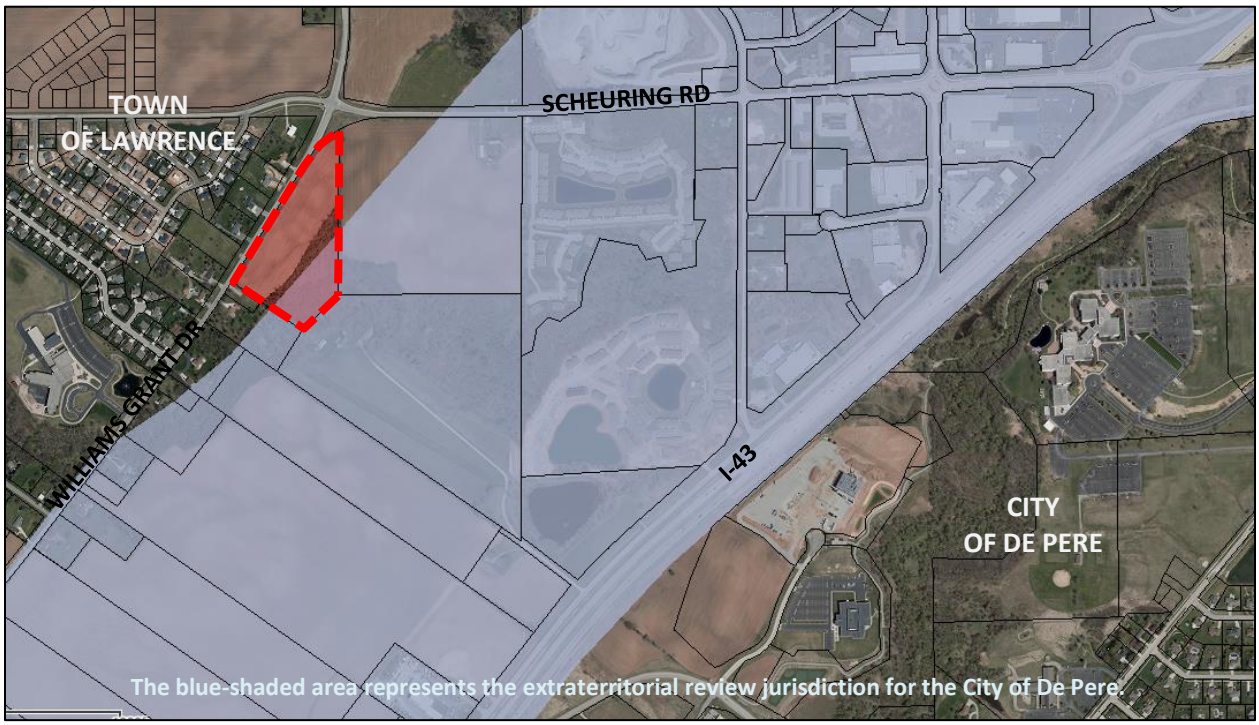
On June 26, 2023, Plan Commission unanimously recommended approval, with conditions, by a vote of 7-0.

ATTACHMENTS:

- PC Report - Williams Grant DR (DOCX)
- Preliminary CSM - 22 May 2023 (PDF)

Item 4: **Consideration and possible action for an extraterritorial 3-lot certified survey map at 1700 BLK Williams Grant DR in Lawrence (Parcel L-169).***

SITE MAP



REQUESTED ACTION: Extraterritorial Certified Survey Map Approval.

COMMON DESCRIPTION: 1700 BLK Williams Grant DR, located southeast from the Williams Grant DR and Scheuring RD intersection in the Town of Lawrence.

ZONING: A-1 Agricultural District for the Town of Lawrence.

NOTE: Lots 1, 2, and 3 are in the process of being rezoned to R-1 Residential District that allows 0.28 acre lots by the Town of Lawrence.

SURROUNDING LAND USES: Developing and existing residential to the north, south, east, and west. Natural areas to the southeast.

COMPREHENSIVE PLAN: Mixed Uses for the Town of Lawrence.

APPLICANT/OWNER:

Authorized Representative	Property Owner
Steven M. Bieda, PLS	Jennifer L Krawczyk and John A Krawczyk
400 Security BL, STE 1	2054 Orange LN
Green Bay, WI 54313	De Pere, WI 54115-9493

LAND USE HISTORY: After a review of air photographs, the farm site has been undeveloped with natural areas since 1938.

STAFF REVIEW: When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- The proposed CSM is 3,200' west of the De Pere city limits.
- The proposed land division will create three residential lots.
- The site is located inside of the sewer service area.
- The City of De Pere minimum acreage and frontage requirements are 0.18 acres and 75'; the Town of Lawrence minimums are 10 acres and 200', and 0.28 acres and 100' if a rezoning to R-1 District is successful.
    - Without a successful rezoning, Lots 1, 2, and 3 do not meet the Town of Lawrence minimum requirements.
    - To resolve this, the authorized representative stated that rezoning to R-1 District is in progress with the Town of Lawrence.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed lot sizes, street frontages, and setbacks meet City requirements.

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

1. Meeting all other state and local regulations, including the City of De Pere, Town of Lawrence, and Brown County Planning Commission.
    a. The applicant needs to successfully complete the rezoning of proposed Lots 1, 2, And 3 from A-1 to R-1, that allows for 0.28 acre lots with 100' of frontage, or the Town of Lawrence cannot approve the CSM.

DE PERE
RUNS DEEPER

CITY OF DE PERE

APPLICATION FOR CSM REVIEW

CITY OF DE PERE RECEIVED MAY 25 2023 PLANNING DEPT.

Fee:	~~$375.-~~ ~~$368.00~~
Receipt #:	182492
Date:	5-25-23

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
Steven M. Bieda		Professional Land Surveyor	
Mailing Address: 400 Security Blvd, STE 1	City: Green Bay	State: WI	ZIP Code: 54313
Email Address: sbieda@mau-associates.com	Phone Number (incl. area code): (920)434-9670	Fax Number (incl. area code):	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
John and Jennifer Krawczyk	John Krawczyk		
Mailing Address: 2054 Orange Lane	City: De Pere	State: WI	ZIP Code: 54115
Email Address: john@bayverte.com	Phone Number (incl. area code): 920-336-7440	Fax Number (incl. area code):	

SECTION 3: Project or Site Location

Project Address/Description	Parcel No.
0 Williams Grant Drive	L-169

SECTION 4: CSM Information

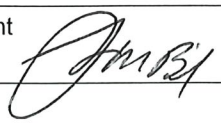
Existing Zoning:	AG-1
Present Use of Parcel:	AG-1
Proposed Use of Lots:	R-1

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

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print)	Title	Phone Number
	Authorized Agent	920-434-9670
Signature of Applicant: 		Date Signed: ~~3/10/23~~ 5/16/23

TO BE COMPLETED BY CITY STAFF

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

Certified Survey Map

Part of Government Lot 2 of Section 36, T23N-R19E, Town of Lawrence, Brown County, Wisconsin.

Graphic Scale: 1" = 200'

0 200 400 600

NOTES

Bearings referenced to the North line of the Northeast ¼ of Section 36, T23N–R19E, assumed to be N89°34'44"E.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

WISCONSIN STEVEN M. BIEDA PLS–2275 GREEN BAY, WI LAND SURVEYOR

Steven M. Bieda
PLS–2275
May 16th, 2023

North ¼ Corner of Section 36, T23N–R19E, (mag w/washer found)

Northeast Corner of Section 36, T23N–R19E, (gin spike found)

N89°34'44"E 2651.54'

1325.77' 1325.77'

Scheuring Road

C.T.H. "EB"

S0°10'09"W 134.91'

12' Utility Easement

fence 2.4 feet East of line

UNPLATTED LANDS

width varies

329.11'

30' Building Setback

50'

40'

45'

Gov't Lot 2 NE–NE

fence 1.1 feet East of line

1034.94'

S0°10'09"W 1190.31'

LOT 1 34 CSM 97

LOT 2 34 CSM 97

722.41'

C.T.H. "EB"

N31°57'42"E 1023.01'

fence 0.7 feet East of line

LOT 1 15 CSM 421

12' Wide Overhead Utility Easement

Lot 3
418532 sq. ft.
9.61 ac.

top of slope

60' Wide Ingress/Egress & Water Main Easement

12' Wide Sanitary Sewer Easement

Williams Grant Drive

LOT 1 48 CSM 293

150.17'

S55°16'26"E 672'±

450.83'

60.0'

150.43'

345.36'

Lot 2
92167 sq. ft.
2.12 ac.

Lot 1
76640 sq. ft.
1.76 ac.

S55°16'26"E 485'±

161.81'

L4

N68°50'20"W 259.92'

155.37'

221'±

UNPLATTED LANDS

meander line

L3

37.54'

102'±

L2

161.95'

L1

314.91'

N55°17'46"W 518'±

S56°45'09"W 323.76'

203'±

Hemlock Creek

S45°24'24"W 20'±

A12.94'

LOT 2 CSM 9021

LOT 1 CSM 9021

Gov't Lot 2

Gov't Lot 1

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- Brown County monument – type noted
- power pole
- OHE — overhead wires
- steep slopes
- approximate wetland area
- ESA — environmentally sensitive area (esa)
- fence line

ESA Line Table		
Line #	Length	Direction
L1	55.65	N76°03'45"E
L2	110.13	N27°35'38"E
L3	77.59	N57°57'21"E
L4	353.66	N75°46'50"E

NOTES

This Certified Survey Map falls in Airport Zoning District "C". See Note on Sheet 3.

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–2	329.11'	676.20	325.87'	N45°54'12"E	27°53'10"	S59°50'47"W & N31°57'37"E

Client: John Krawczyk
Tax Parcel: L-169
Drafted By: NDK
File: K-2122CSM 030923.dwg
Data File: K-2122.txt

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of Eight
Project No.: K-2122
Drawing No.: L-11998
Fieldwork Completed: 04/05/23

Certified Survey Map

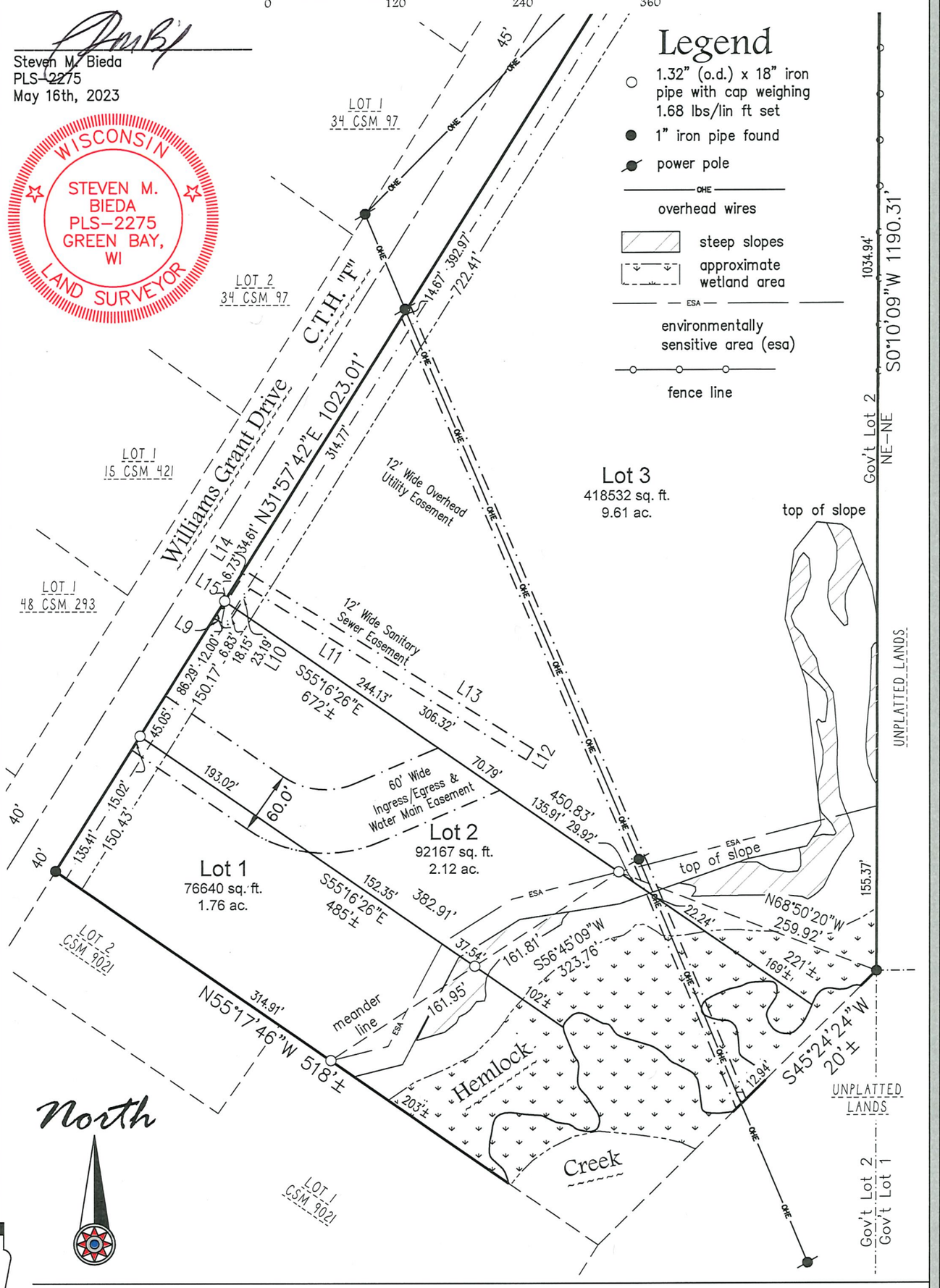
Part of Government Lot 2 of Section 36, T23N-R19E, Town of Lawrence, Brown County, Wisconsin.

Graphic Scale: 1" = 120'

0 120 240 360

Steven M. Bieda
PLS–2275
May 16th, 2023

WISCONSIN
STEVEN M. BIEDA
PLS–2275
GREEN BAY, WI
LAND SURVEYOR



Project No.: K-2122 Drawing No.: L-11998 Sheet Two of Eight

Certified Survey Map

Part of Government Lot 2 of Section 36, T23N-R19E, Town of Lawrence, Brown County, Wisconsin.

Graphic Scale: 1" = 120'

0 120 240 360

Steven M. Bieda
PLS–2275
May 16th, 2023

WISCONSIN
STEVEN M. BIEDA
PLS–2275
GREEN BAY, WI
LAND SURVEYOR

Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- power pole
- OHE — overhead wires
- steep slopes
- approximate wetland area
- ESA — environmentally sensitive area (esa)
- fence line

Williams Grant Drive
C.T.H. "T"
N31°57'42"E 1023.01'
314.77'
45'
722.41'
392.97'
144.67'

LOT 1
34 CSM 97

LOT 2
34 CSM 97

LOT 1
15 CSM 421

LOT 1
48 CSM 293

LOT 2
CSM 9021

LOT 1
CSM 9021

Gov't Lot 2
NE–NE
S0°10'09"W 1190.31'
1034.94'

UNPLATTED LANDS

UNPLATTED LANDS

Gov't Lot 2
Gov't Lot 1

12' Wide Overhead Utility Easement

12' Wide Sanitary Sewer Easement

60' Wide Ingress/Egress & Water Main Easement

Lot 1
76640 sq. ft.
1.76 ac.

Lot 2
92167 sq. ft.
2.12 ac.

Lot 3
418532 sq. ft.
9.61 ac.

S55°16'26"E
672.08'
244.13'
70.79'
450.83'
135.91'
29.92'
S55°16'26"E
484.69'
382.91'
152.35'
N55°17'46"W 518'±
314.91'
meander line
203'±
Hemlock Creek
top of slope
top of slope
N68°50'20"W
259.92'
155.37'
S56°45'09"W
323.76'
37.54'
161.81'
161.95'
102'±
22.24'
169'±
221'±
S45°24'24"W
20'±
12.94'
45.05'
86.29'
12.00'
150.17'
6.83'
193.02'
60.0'
L5
C1
L6
L7
L8
C2
C3
C4
40'
40'
135.41'
15.02'
150.43'

North

Certified Survey Map

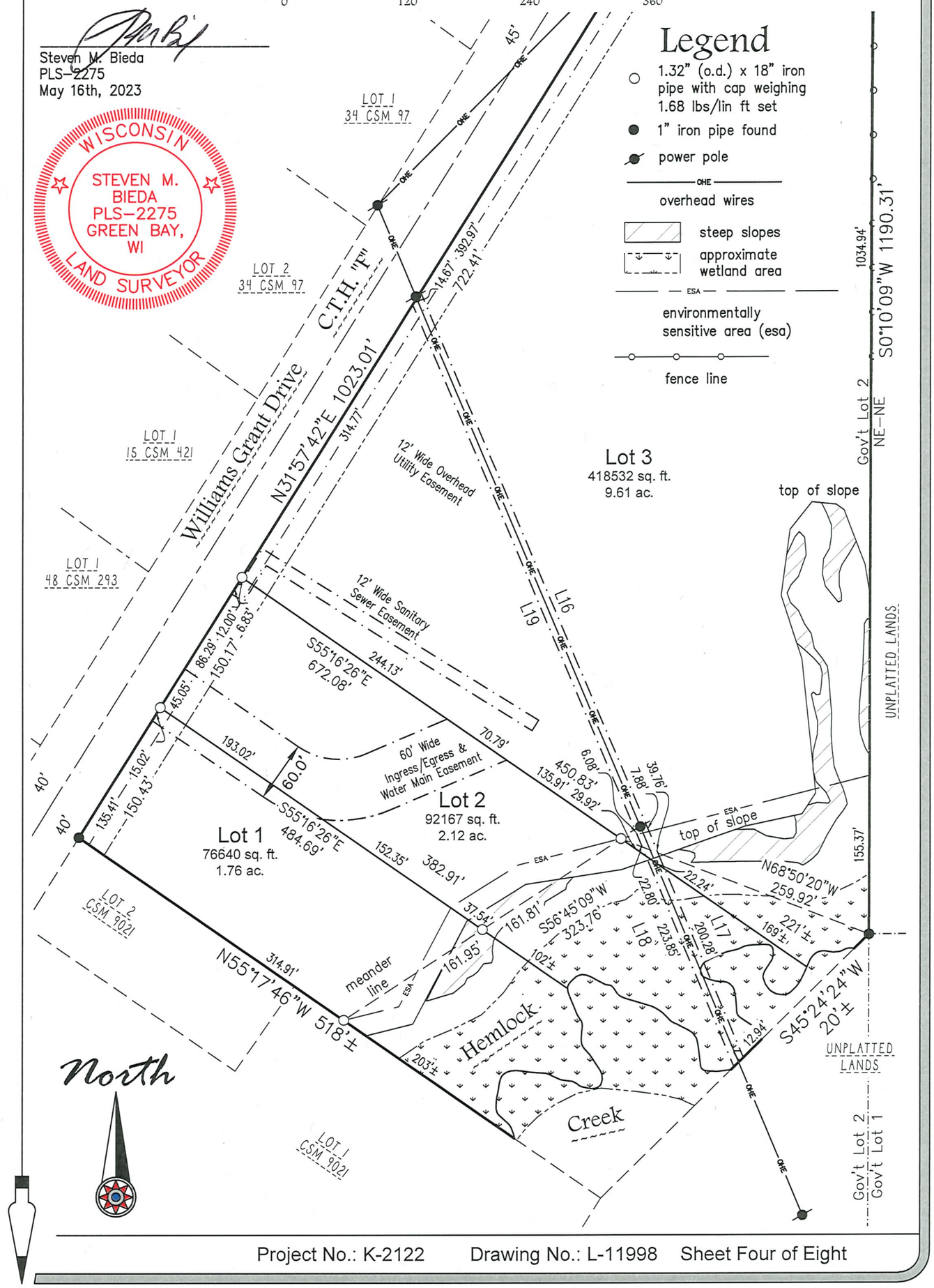
Part of Government Lot 2 of Section 36, T23N-R19E, Town of Lawrence, Brown County, Wisconsin.

Graphic Scale: 1" = 120'

0 120 240 360

Steven M. Bieda
PLS–2275
May 16th, 2023

WISCONSIN
STEVEN M. BIEDA PLS–2275 GREEN BAY, WI
LAND SURVEYOR

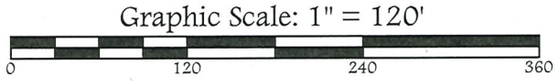


Project No.: K-2122 Drawing No.: L-11998 Sheet Four of Eight

Certified Survey Map

Part of Government Lot 2 of Section 36, T23N-R19E, Town of Lawrence, Brown County, Wisconsin.

Graphic Scale: 1" = 120'



Easement Curve Table						
Curve #	Length	Radius	Central Angle	Chord	Bearing	Tangent
C1	70.80'	70.00'	57°57'07"	67.82'	S84°14'59"E	S55°16'26"E & N66°46'28"E
C2	131.49'	130.00'	57°57'07"	125.95'	S84°14'59"E	S55°16'26"E & N66°46'28"E
C3	68.42'	130.00'	30°09'22"	67.63'	N81°51'09"E	S83°04'10"E & N66°46'28"E
C4	63.07'	130.00'	27°47'45"	62.45'	S69°10'18"E	S55°16'26"E & S83°04'10"E

Easement Line Table		
Line #	Length	Direction
L5	134.57	S55°16'26"E
L6	85.12	N66°46'28"E
L7	122.68	S66°46'28"W
L8	131.67	N55°16'26"W
L9	14.09	S58°02'27"E
L10	41.34	N31°57'33"E
L11	306.32	S58°02'27"E
L12	12.00	N31°57'33"E
L13	318.32	N58°02'27"W
L14	41.34	S31°57'33"W

Easement Line Table		
Line #	Length	Direction
L15	2.09	N58°02'27"W
L16	566.78	S22°54'53"E
L17	247.92	S22°37'28"E
L18	252.73	N22°37'28"W
L19	558.31	N22°54'53"W

Steven M. Bieda
PLS-2275
May 16th, 2023

WISCONSIN
STEVEN M. BIEDA
PLS-2275
GREEN BAY, WI
LAND SURVEYOR

Certified Survey Map

Part of Government Lot 2 of Section 36, T23N-R19E, Town of Lawrence, Brown County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS–2275, do hereby certify that I have surveyed, divided and mapped part of Government Lot 2 of Section 36, T23N–R19E, Town of Lawrence, Brown County, Wisconsin, more fully described as follows:

Commencing at the North ¼ Corner of Section 36, T23N–R19E; thence N89°34'44"E, 1325.77 feet along the North line of Government Lot 2 of said Section 36; thence S0°10'09"W, 134.91 feet along the East line of said Government Lot 2, also being the West line of the Northeast ¼ of the Northeast ¼ of said Section 36 to the Point of Beginning; thence S0°10'09"W, 1190.31 feet along said East line of Government Lot 2 to a point being N45°24'24"E, 20 feet more or less from the centerline of Hemlock Creek and the start of a meander line; thence N68°50'20"W, 259.92 feet along said meander line to a point N55°16'26"W, 221 feet more or less from the centerline of said Hemlock Creek; thence S56°45'09"W, 323.76 feet along said meander line to a point N55°17'46"W, 203 feet more or less from the centerline of said Hemlock Creek and the end of said meander line; thence N55°17'46"W, 314.91 feet along the North line of Lots 1 and 2, Map No. 9021, Certified Survey Maps, Document No. 2851623, Brown County Records; thence N31°57'42"E, 1023.01 feet along the East right of way of C.T.H. "F", also known as Williams Grant Drive; thence 329.11 feet along said East right of way being the arc of a 676.20 foot radius curve to the Right whose long chord bears N45°54'12"E, 325.87 feet to the Point of Beginning.

Parcel contains 587,339 square feet / 13.49 acres more or less.
Parcel subject to easements and restrictions of record

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Town of Lawrence, and the Brown County Planning Commission code in surveying, dividing and mapping the same.

WISCONSIN
STEVEN M. BIEDA
PLS–2275
GREEN BAY, WI
LAND SURVEYOR

_____
Steven M. Bieda
PLS–2275
May 16th, 2023

CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this ____ day of _____, 20__.

_____
Karl Mueller
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

_____
Paul D. Zeller Date
Brown County Treasurer

Certified Survey Map

Part of Government Lot 2 of Section 36, T23N-R19E, Town of Lawrence, Brown County, Wisconsin.

CERTIFICATE OF THE TOWN OF LAWRENCE

Approved for the Town of Lawrence this _____ day of _____, 20__.

_____
Cindy Kocken
Town Clerk

CERTIFICATE OF THE CITY OF DE PERE

Approved by the Common Council for the City of DePere on the _____ day of _____, 20__.

_____
Carey E. Danen Date
City Clerk

NOTES

The wetlands are approximate on Lots 1, 2 and 3 due to the large size of the lot and the location of the wetland and ESA. The wetland and ESA boundary shall be properly identified by the affected landowner, and delineated by the appropriate regulatory agency should any development on Lot 1 occur near or within the wetland or ESA. Any WDNR–approved wetland delineation report/map, along with the approval letter, shall be submitted to Brown County Planning Commission for verification.

Lots 1, 2, 3 and 4 contain steep slopes that are unsuitable for building. No development shall occur in areas labeled 'Steep Slope–Lands Unsuitable for Building' unless a geotechnical study is submitted to and approved by Brown County Planning Commission.

A Brown County Highway Department access permit must be obtained prior to any construction of a new street / road connection or driveway to a County Trunk Highway.

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town of Lawrence has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation–related activities.

A Shoreland Permit from the Brown County Zoning Administrator's office is required for Lots 1, 2, 3 and 4 prior to any construction, fill, or grading activity within 300 feet of a stream.

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1 of the state constitution.

Subject parcel lies within Airport Zoning District "C".The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

Lots 1, 2, 3 and 4 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes approximate wetlands and all land within 50' of approximate wetlands, navigable waterways, all land within 75 feet of the ordinary high water mark of navigable waterways, steep slopes of 20% or greater associated with any aforementioned water or natural resource features and a 20–foot setback from top and bottom of steep slopes. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

Steven M. Bieda
PLS–2275
May 16th, 2023

Project No.: K-2122 Drawing No.: L-11998 Sheet Seven of Eight

Certified Survey Map

Part of Government Lot 2 of Section 36, T23N-R19E, Town of Lawrence, Brown County, Wisconsin.

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

John A. Krawczyk and Jennifer L. Krawczyk, WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

OWNER'S CERTIFICATE

As Owners, we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. We also certify that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

TOWN OF LAWRENCE
BROWN COUNTY PLANNING COMMISSION

_____ _____
John A. Krawczyk Jennifer L. Krawczyk

Personally came before me this _____ day of _____, 20__, the above named owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

Steven M. Bieda
PLS-2275
May 16th, 2023

WISCONSIN
STEVEN M. BIEDA
PLS-2275
GREEN BAY, WI
LAND SURVEYOR

Project No.: K-2122 Drawing No.: L-11998 Sheet Eight of Eight

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Historic Preservation Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Historic Preservation Commission to approve a $3,800 proposal from Jones Sign for the design and printing of 55 individual historic district signs to be installed by property owners in and near the Mansion Street WWII Defense Homes Historic District and the Daviswood Ranch Homes Historic District.**

On June 19, 2023 and April 17, 2023 the Historic Preservation Commission (HPC) developed a project for to create 55 individual historic district signs. The signage program has been dormant since early 2016. The 2023 HPC budget has a $3,200 line item that may increase to $6,400 for 2023 if 2022 funds are rolled over. Common Council, in a separate action, is considering the roll-over during this July 18, 2023 meeting.

The project included price quote inquiries made to four De Pere and nearby sign companies that are properly registered with the City's Inspection Division. Two reasonable responses were received. One was in excess of $14,000 for metal signs, and the other was for $3,800 for plastic signs and design work. The HPC reviewed a sample of the plastic sign material and color, and determined that it was sturdy for outdoor use while keeping the project cost effective. When design costs, editing, and printing are factored in the total project is under $70 per sign.

The HPC recommends that Common Council approve the proposal from Jones Sign so that 55 signs can be ordered for year 2023.

ATTACHMENTS:

- Proposal Updated - 14 Jun 2023 (PDF)

JONES SIGN
Your Vision. Accomplished.

PROPOSAL

1711 Scheuring Road
De Pere, WI 54115
Ph: 800-536-7446
Fx: 920-983-9145

Billing Address:

City of DePere WI - HPC
335 S. Broadway
DePere, WI 54115

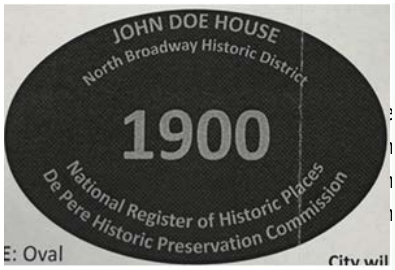
Project Location:

City of DePere - Historical signs
335 S. Broadway
DePere, WI 54115

ATTN: Peter Schleinz Pschleinz@Deperewi.gov Est #: DEP-04062023-A Date: 4/6/2023

Thank you for the opportunity to provide pricing for this project. If site conditions and the scope of work are to be verified in the field with an in-site technical survey, pricing is to be considered budgetary. Pricing is based upon the attached Exhibit A – Scope Clarifications & Exceptions and Terms and Conditions provided herein. The included exhibits and this proposal shall constitute the entire agreement.

Qty	Description	Unit Price		Total
1	Permit Fee(s) and Administrative Permit Obtainment Fees for Permit(s) and staff time to prepare Permit Packet – Billed at cost per local municipality	N/A		N/A
1	Technical Site Survey Inspect project site condition and confirm sign will fit as presented, inspect areas behind walls where signs are to be installed, verify any obstructions that may require additional equipment.	N/A	N/A	
55	Fabricate highly-durable exterior signs with timeless look; ~10" x 7" x 1/4"th oval	60.00	$	3,300.00
	Letters & Numerals on the signs will be raised and integral to the sign for increased		$	-
	durability. This is achieved by applying heat/pressure to mold the sign & letters		$	-
	(no glues or adhesives will be used to affix letters)		$	-
	Choice of colors - no additional charge; automotive style paints for durability		$	-
	typically historical signs or Hall of Fame plaques are made with black base, gold letters		$	-
1	Design effort to create actionable artfiles from the Excel source	500.00	$	500.00
			$	-
			$	-
			$	-
		121.60		
		95.99		
		80.86		



**PRICES ARE VALID FOR 30 DAYS ONLY AND DO NOT INCLUDE ELECTRICAL HOOKUP*

	Taxable Amount:	3,800.00
	Non-Taxable Amount:	-
0.00%	**Sales Tax:**	-
	Project Total:	$ 3,800.00

Contact: Phil Quattrocchi
General Manager
PQuattrocchi@JonesSign.com
mobile: *612-867-4543*

50% Deposit Required, 50% Balance Prior to Shipment
A third Invoice may be required to reconcile Tax, Freight, Permits, Misc.

ACCEPTANCE OF PROPOSAL

Acceptance of this Proposal to be signed by an officer of Customer and is expressly limited to the terms and conditions contained herein, any exhibits, and any agreed-upon Terms and Conditions (collectively, along with any amendments, the "Contract"), and as such shall constitute the entire agreement between the parties as to the Project. No different or additional terms shall apply unless agreed to in writing by Jones Sign Co., Inc. Proposal valid for 30 days.

JONES SIGN CO., INC. PURCHASER DATE

Signature_____ Signature_____

Print Name _____ Print Name _____

Title _____ Date_____ Title_____ Date_____

**If this agreement is for more than $100,000 it must be signed by a corporate officer to be valid*

EXHIBIT A – SCOPE CLARIFICATIONS & EXCEPTIONS

Exclusions

1. Specialized labor, including but not limited to: union, project labor agreements, prevailing wages, and/or supplier diversity
2. Permit fees, to be invoiced in addition to the Contract total, as a pass-through cost submitted with proper documentation
3. Special inspections, 3rd party inspections, and/or additional certification
4. After-hours, weekend, or holiday work
5. In-wall and/or in-ceiling blocking
6. Final electrical connection or extension of primary wiring, photocells, timeclocks, and/or grounding rods
7. Removal or disposal of existing items
8. Dirt removal, grading and/or landscaping
9. Painting, patching, concrete repair, waterproofing, and/or fireproofing
10. Costs associated with revisions dictated by final engineering not apparent in the bid documents
11. Marking private utilities such as sprinkler lines, parking lot lighting, other private undergrounds, etc.
12. Unforeseeable ground conditions which may alter the type of footing, necessary labor, and/or materials
13. Blocking, bracing, or additional supports for walls or structures that are deemed not structurally sound for installation attachment
14. More than one cleaning of the installed Work. Contractor and Subcontractor to agree on schedule of the cleaning

Project Scope Clarifications

a) Finishing. Items are designed and constructed for a viewing distance as applicable to the final installation location and pedestrian and/or vehicle traffic.

b) Design Files. The Project Price quoted in the Proposal is based on receiving vector art files, CAD, and/or Revit files from the designer as applicable to the scope of work.

c) Engineering. The structures will be engineered to withstand only the work shown. Additional elements not be added to the structure.

d) Electronic Message Centers. Internet access to electronic message centers is required for the provided service labor warranty. Units without the established internet connection will maintain a parts warranty only.

e) Reuse of Existing. The Proposal price is based on any existing elements intended to be reused being in good repair, at the dimensions represented, and needing no other work than what is listed in Jones' scope. If an element is structurally unsound, the dimensions are different, or work beyond that contemplated in the Proposal is necessary to make the element into a completely refurbished item, Jones will notify Customer immediately upon Jones' discovery of these conditions and inform Customer of costs to remedy.

f) Quality Control. Customer is to confirm approval of satisfactory fabrication before items are sent to the job site.

g) Project Site Readiness. To avoid additional mobilizations and delay costs, formal sign-off by an authorized representative of Customer is to confirm that Project installation site is ready prior to Jones dispatching an installation crew.

h) Controlled Access: Jones to provide a controlled access zone around the perimeter of the day's work area via delineator posts, safety cones, and caution tape. Alternate methods of securing the area are not included in our pricing unless specifically noted otherwise. Additional requirements that may be required by the governing code which are not specified in the scope of work documents may be subject to additional fees.

i) Punch List Policy. Customer and its agents will prepare a single, comprehensive list of any and all punch list items that require Jones' attention after substantial completion of the installation. Jones will attend to punch list items in one trip to minimize interruptions at the Project site.

j) Mobilization and Storage. The Project work set forth in the Contract (collectively, the **"Work"**) is expected to be installed all at one time unless specifically stated otherwise on the face of this Contract. Additional mobilizations necessary to complete the Work due to the building or site not being completely ready will incur a charge and Customer hereby agrees to pay such charges. If Customer advises Jones that the entire project cannot be installed at that time and/or requires Jones to make a partial installation mobilization charges and storage fees will apply.

k) Package Pricing. The Work quoted is based upon all the Work being done at the same time. If the quantity of items is reduced or if the time of performance is extended or spaced out for any reason not the fault of Jones, the unit prices are subject to revision to cover the costs of extended performance, reduction in quantity efficiency, or general conditions and overhead being covered or carried over by fewer or smaller items.

l) Customer-Provided Services. Unless otherwise noted in this Contract, the Customer shall provide:

a) clear, unhindered access to areas of the Project Location that Jones may utilize in the performance of the Work; b) access to the Project Location for Jones at reasonable times; c) suitable space for receipt, inspection, acceptance and staging of materials, elements, and equipment; d) temporary utilities and facilities surrounding and on the Project Location, freight elevators, and material lifts as necessary for progress and execution of the Work; and e) security normal for the Project Location.

m) Bonds. Bond costs which may be listed on the quote include bonding for the initial one-year warranty period unless stated otherwise. Additional costs will apply for extended warranties.

Customer Initials _____

TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal, which along with Exhibit A and any additional exhibits, constitute the Contract. Capitalized terms not otherwise defined below shall have the same meaning as set forth in other Contract documents. Jones shall not be bound by any other terms and conditions unless agreed to in writing by Jones.

a) Cancellation. The Proposal is made for a specially constructed display and when accepted by Jones is not subject to cancellation except as set forth herein. Orders entered cannot be cancelled after the Work has begun except upon terms that will compensate Jones for its expenses and losses. In the event of Customer's cancelation, except as otherwise agreed in writing by the parties, Customer agrees to pay Jones its actual expenses for the design, project management, fabrications, and installation of the Work, plus a lost profit addition equal to 15% of Jones's total expenses through the date of cancellation.

b) Design. Jones shall not be responsible for errors in plans, designs, specifications, or drawings furnished or approved by Customer, or for defects caused thereby.

c) Location Access Granted. Permission to mobilize on and across areas owned or controlled by Customer that are necessary to complete the Work is hereby granted, and Jones is released from liability for any damage resulting from standard mobilizing of persons, product, or equipment; provided however, Customer is not releasing Jones from its gross negligence or intentional misconduct. Any lawn restoration or surface repair necessary as a result of Work installation is the Customer's responsibility.

Warranty. Jones warrants the Work (products and services), including lighting, against defective workmanship and materials for one (1) year from (i) date of shipment (with Customer installation), or (ii) date of installation (with Jones installation); provided however, service only jobs are warranted for ninety (90) days. Jones makes no other warranty except as specifically set forth herein, either express or implied in law, and Jones expressly disclaims such warranties. Customer shall notify Jones in writing promptly upon the discovery of any condition or fact that may form the basis for a warranty claim. Customer failure to provide prompt written notice shall void this warranty. No allowance or reimbursement will be made for Customer's benefit for any expense incurred in repairing defective material or supplying any missing parts except with the prior consent of Jones. Any part found by Jones to be defective due to faulty workmanship or materials will be repaired or replaced by Jones if returned prepaid within the warranty period, f.o.b. point of production. Jones reserves the right to repair or replace in whole or in part. If a replacement part is shipped prior to receipt of a returned part, a charge for the replacement part will be made pending return and examination of the part claimed defective. This warranty shall be if void if Contract payment terms are not fulfilled.

d) Limited Liability. Customer agrees that if Jones should be found liable for any loss or damage due to Jones's failure to perform any obligations, breach of warranty, negligence, products liability, strict liability, or other fault, Jones's liability shall be limited to the amount paid by Customer to Jones for the Work in question. Jones's liability shall be exclusive. The provisions of this section shall apply irrespective of Jones's non-performance of any obligations or negligence. IN NO EVENT SHALL JONES, ITS PARENT, ITS SUBSIDIARIES, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, CONTRACTORS, CONSULTANTS, SUPPLIERS, OR AFFILIATES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS, IMPAIRED GOODWILL, INTANGIBLE LOSSES, OR DAMAGES CAUSED BY DELAY OR BUSINESS INTERRUPTION, WHETHER IN AN ACTION FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACTION, REGARDLESS OF WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

e) Taxes. All applicable taxes payable under the laws of the state into which the Work is to be delivered or installed shall be added to the price quoted, unless such tax is paid directly by Customer. Payment of use taxes directly to the appropriate state is the responsibility of Customer unless collected by Jones.

f) Service Charges. Payment to Jones is due on receipt of Jones's invoice(s) on such terms as set forth in the Proposal. Jones may charge Customer a late payment charge of 18% per year (or the maximum allowable rate, if lower) for any invoice not paid within 30 days of receipt. Customer shall also pay Jones's costs of collection of accounts overdue, including Jones's reasonable attorney's fees, costs, disbursements, and expenses, regardless of whether litigation has commenced.

g) Delays. If Jones is delayed at any time in the commencement or progress of the Work by an act or neglect of Customer or its agents, including designers, architects, contractors and subcontractors, or by changes ordered in the Work through no fault of Jones, or by any act, event, or condition that has a material adverse effect on the ability of Jones to perform its obligations hereunder if such act, event, or condition is beyond the reasonable control of Jones and is not the result of Jones's willful or negligent action or inaction, including but not limited to (i) acts of God, war, public disorders, insurrection, rebellion, floods, hurricanes, earthquakes, lightning, or other natural calamities; (ii) acts or inaction of governmental or regulatory agencies or judicial bodies or changes in laws; (iii) explosions or fires; (iv) strikes or labor disturbances; (v) delays in obtaining goods or services from any subcontractor, materialman, or supplier by reason of any occurrence of any of the foregoing causes; or (vi) any unforeseeable act or omission of any third party, then the completion date shall be extended by mutual agreement between Customer and Jones with any additional Project costs borne by Customer.

h) Schedule. Customer shall be responsible for costs Jones incurs, such as demurrage, warehousing, and storage or delivery charges, that are due to Customer's failure to conform to the mutually agreed-upon progress schedule for the Work; to the Customer's failure, without justification, to accept delivery or final installation of the Work; or to any other delays for which Customer is responsible.

i) Changes in the Work. The Work is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation at the request of the Customer from specifications involving extra costs will become an extra charge over and above the Proposal price. The Proposal price is only good for Work according to the original specifications. If through Customer's error, or change of mind, Work has to be designed, engineered, or fabricated a second time or more, such extra Work will carry an additional charge, at current rates.

Customer Initials _____

j) Acceleration. In any case when Customer instructs Jones's proposed Work to be completed ahead of the schedule or delivery date set out in the Proposal, Customer agrees to underwrite all costs associated with such acceleration, including overtime, express transportation of materials, additional permit fees, and overhead.

k) Risk of Loss. Customer to carry insurance as it deems appropriate. Risk of loss or damage to the Work becomes the Customer's immediately upon installation or delivery. Work on the Customer's property but not yet installed is at the risk of Customer.

l) Substantial Completion. The Project shall be considered substantially complete when the Work is installed and useful for the intended purpose of attracting the notice of the public. Customer acknowledges that it is normal for there to be a punch list or minor items requiring follow-up visits by Jones, as well as portions of the Work which cannot be completed due to site conditions or readiness of the construction by other trades. Nonetheless, invoice(s) will be delivered by Jones and payment is due at substantial completion where final completion is delayed through no fault of Jones. Payment is not subject to inspection or acceptance by third parties (such as franchisors or municipal inspectors) unless specifically called for in the Contract.

m) Cleanup. Jones shall keep the Project Location and surrounding area free from accumulation of waste materials and other debris created by its operations. At completion of the Work, Jones shall remove waste materials and other debris created by the activities, tools, construction equipment, machinery and surplus materials from and about the Project and installation of the Work.

n) Commodity Price Adjustment. Jones reserves the right and Customer agrees to extend the right to Jones to adjust the final price on the Project to reflect any difference in price of steel, cement and other commodities from the time this Contract is entered into until the time Jones actually purchases the commodities to construct the Work and complete the Project.

o) Title. Title to the Work and all related materials and property shall remain in Jones's name and shall not be deemed to constitute a part of the realty to which it may be attached until the Project price is paid in full by Customer. Customer hereby grants Jones an express security interest in said Work and material and property both erected and unperfected, notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Customer, including but not limited to, non-payment of any amounts due and payable, Jones may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, the Work and all materials used or intended for use in the construction of said Work and any and all property called for in this Contract without being deemed guilty of trespass.

p) Governing Law. The parties agree that this Contract shall be construed according to the laws of the State of Wisconsin, and shall be deemed to have been performed in the State of Wisconsin, regardless of the location of the Customer or the Project.

q) Saving. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Contract.

r) Photos and Illustrations. Customer gives Jones a limited, non-exclusive, non-assignable right to use photos and illustrations of the Work in its advertising and website, and to make reference to Customer so long as no pricing or other confidential Customer information is disclosed.

s) Lien Notice. As required by Wisconsin construction lien law, Jones hereby notifies Customer that persons or companies furnishing labor or materials for improvements to Customer's real estate may have lien rights on such real estate if not paid. Those entitled to lien rights, in addition to Jones, are those who contract directly with the Customer or those who give the Customer notice within 60 days after first furnishing labor or materials for the Project. Accordingly, Customer may receive notices from those who furnish labor and materials for the Project. Jones agrees that it shall promptly pay its employees, subcontractors, agents, and material suppliers, as to any debts for material or skill provided in furtherance of the Project under this Contract.

t) Dispute Resolution. In the event of any dispute or controversy arising out of or relating to this Contract, the parties shall continue to perform their respective obligations under this Contract that are not affected by the dispute. To invoke this dispute resolution process, the invoking party shall give to the other party written notice, including a description of the issues subject to the dispute and a proposed resolution thereof. Officer-level representatives of the parties shall attempt to resolve the dispute within fifteen (15) calendar days of the original written notice. In the event that the procedure set forth above does not resolve the dispute, the parties shall submit the dispute to non-binding mediation in De Pere, Wisconsin, not to exceed one full day of mediation, unless otherwise agreed by the parties. The parties shall mutually agree upon a mediator that has the requisite experience to mediate commercial disputes involving the Work. The cost of the mediation shall be shared equally between the parties.

If mediation does not resolve the dispute, the dispute shall be resolved by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitrator shall be selected within twenty (20) business days from commencement of the arbitration from the AAA's National Roster of Arbitrators pursuant to agreement. Within forty-five (45) days of initiation of the arbitration, the parties shall reach agreement upon and thereafter follow procedures, including limits on discovery, assuring that the arbitration will be concluded and the award rendered no more than six (6) months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designated by the AAA and adhered to by the parties. The arbitration shall be held in De Pere, Wisconsin and the arbitrator shall apply the substantive laws of the State of Wisconsin, except that the interpretation and enforcement of this provision shall be governed by the Federal Arbitration Act.

u) Complete Agreement. These Terms and Conditions, along with the Proposal, Exhibit A, and any amendments or exhibits signed by the parties, constitute the entire Contract, and there is no other agreement or understanding except as set forth in writing and signed by both parties.

v) Binding. All the terms and conditions of this Contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of both parties.

Customer Initials _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Accept a $2500 Donation from Greta Johnson to Recreation Scholarship Fund.**

The Board of Park Commissioners, at the June 15, 2023 meeting, approved accepting a $2,500 donation from Greta Johnson to the Recreation Scholarship Fund. The motion passed unanimously, with a 7-0 vote.

ATTACHMENTS:

- Greta Johnson - Rec Scholarship 2023 (DOCX)

CITY OF DE PERE

Community Center

600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org

TO: Board of Park Commissioners

FROM: Paula Rahn, Recreation Superintendent

DATE: May 23, 2023

RE: Consideration & Possible Action to Approve $2,500 from Greta Johnson to the Recreation Scholarship Fund

Staff is requesting the Board of Park Commissioner's approval to accept a generous donation of $2,500 from Greta Johnson to the Recreation Scholarship Fund. Ms. Johnson has graciously donated this same amount for the past four years. We are truly thankful for her continued support.

To date, the Recreation Scholarship Fund had awarded 443 scholarships to families in need. Our current balance in the account is nearly $37,500.

Thank you for your time and consideration.

Donation Information:
From: Greta Johnson
1301 Franklin St.
De Pere, WI 54115
To: De Pere Parks & Recreation Department
For: Recreation Scholarship Fund
Amount: $2,500

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Accept a $1000 Donation from De Pere Rotary Club for Summer Carnival.**

The Board of Park Commissioners, at the June 15, 2023 meeting, approved accepting a $1,000 donation from De Pere Rotary Club for the Summer Carnival. Them motion passed unanimously with a 7-0 vote.

ATTACHMENTS:

- Carnival - Rotary Club Donation Approval 2023 (DOCX)

CITY OF DE PERE

Community Center | Recreation Department

600 Grant St., De Pere, WI | 920-339-4097 | www.deperewi.gov/communitycenter

Memorandum

To: Board of Park Commissioners

From: Mandi Baker, Recreation Coordinator
Cindy Lee, Recreation Supervisor

Date: June 5, 2023

Re: Approval to Accept De Pere Rotary Club Donation

This memo is to seek the Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of $1,000 from the De Pere Rotary Club for the Summer Carnival. This donation covers partial funds for event costs, including prizes and candy for the various carnival games.

The De Pere Rotary Club would be recognized as a sponsor of the event with their name on our flyers and social media posts.

Thank you for your time and consideration.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Recommendation from the Finance & Personnel Committee to Accept Donations to Fund Therapy Dog Program for Fire Department.**

Unanimously approved.

ATTACHMENTS:

- THERAPY DOG DONATIONS FOR FIRE DEPT (PDF)

Memo

To: Honorable Mayor James Boyd
Members of the Common Council

From: Fire Chief Alan Matzke

Date: July 11, 2023

Re: Request to Accept Donations to Fund Therapy Dog Program

De Pere Fire Rescue is requesting approval to accept a donation to fund a therapy dog program. In September, 2022, I requested approval to develop a therapy dog program for DPFR and its staff. I was approached by Tammy Gossen, a citizen who expressed interest in taking on a project to support the staff of DPFR. Tammy specifically wanted to do something to improve the working conditions, attitude and/or health of our staff and felt a therapy dog would achieve her goal.

Tammy and her team set out with the goal of raising $10,000 towards the purchase, training and maintenance of a therapy dog. The team exceeded the goal with community support, which led to the purchase of Stanley, as well as the basic supplies to train and maintain him. The total amount raised is currently $12,328.58. To date, $1,730.08 has been spent to purchase Stanley and necessary supplies.

Stanley is well underway in his journey to becoming a full fledged therapy dog. He has a lot of future training, but he has brought an immeasurable amount of joy and comfort to, not only our staff, but the entire city staff and community.

At this time, Tammy and her team would like to turn the funds over to the city to support the ongoing needs of Stanley into the future.

I'm requesting to move the funds from the department's donation account to an account established solely for providing support to Stanley's future needs. The proposed account would be overseen and managed by the Finance Department and would allow expenses to be dispersed without the Council approval, as with the donation account. This request is intended to be completely funded by donations having no impact on city budgets. Thank you for your consideration. If you have any questions, please do not hesitate to ask.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation from Finance/Personnel Committee to approve the 2024 Non-Benefit Eligible Employees Wage Schedule.**

ATTACHMENTS:

- Finance-Personnel Committee Memo - Changes for 2024 (PDF)
- 2024 Seasonal Part-time-Non-Benefit Eligible- Employee Wage Schedule -redline (PDF)

CITY OF DE PERE
MEMO

To: Finance/Personnel Committee
From: Tracy Hood, Human Resources Generalist
Date: July 11, 2023
RE: Recommendation and Possible Action on 2024 Non-Benefit Eligible Employees Wage Schedule*

Note: At the July 11, 2023, Finance/Personnel Committee the below recommendation was approved unanimously.

Attached please find the 2024 pay recommendations for the Seasonal/Part Time (Non-Benefit Eligible) Employee Wage Scale.

There are four positions, based on market data and/or difficulty filling positions, we are recommending moving to a higher level effective January 1, 2024. The departments plan to budget for this increase as part of their 2024 budget. The recommendations are as follows:

- Park, Street & Water Maintenance Laborer – from Level 3 to Level 4
- Sign Maintenance Aide – from Level 3 to Level 4
- Park Maintenance Lead – from Level 4 to Level 5
- Spring/Fall Maintenance – from Level 6 to Level 8

Please feel free to contact me at 339-4045 if you have questions prior to the meeting.

Thank you.

2024 Seasonal/Part Time (Non-Benefit Eligible) Employee Wage Scale

Wages Effective: January 1, 2024

Updated 06/30/2023

Position	Starting Wage	After Minimum of 1 Year/ Returning Wage	Employment Period
Level 1	$13.00	$14.00	
- Event Server^^			Summer
- Assistant Instructor			Year Round
- Youth Recreation Supervisor			Winter
Level 2	$14.00	$15.00	
- Pool Facility Attendant			Summer
- Playground Leader			Summer
- Recreation Office Assistant			Summer
- Recreation Intern			Summer
- Election Inspector			As needed
Level 3	$15.00	$16.00	
- Camp Counselors			Summer
- Kidz Zone			Fall-Spring
- Community Center Facility Attendant			Year Round
~~- Park, Street & Water Maintenance Laborer~~			~~Summer~~
~~- Sign Maintenance Aide~~			~~Summer~~
- Community Service Officer			Year Round
Level 4	$16.00	$17.00	
- Community Center Maintenance			Year Round
- Fitness Instructor			Year Round
- Event Manager^^			Summer
- Lifeguard/Swim Instructor***			Summer
- Tennis Instructor			Summer
- Art/Theatre Instructor			Summer
- Park, Street & Water Maintenance Laborer			Summer
- Sign Maintenance Aide			Summer
~~- Park Maintenance Lead~~			~~Summer~~
- Shop Assistant			Summer
- Building Maintenance Assistant			Year Round
- Tae Kwon Do Instructor/Tai Chi Instructor			Year Round
- Youth Activity Instructor			Year Round
- Election Specialist			As Needed
Level 5	$17.00	$18.00	
- Assistant Pool Manager			Summer
- Water Fitness Instructor			Year Round
- Parent Child Aquatics Instructor			Year Round
- Park Maintenance Lead			Summer
- Dance, Pom, Twirling & Tumbling Instructor			Year Round
- Enrichment Instructor			Year Round
- Water Department Intern			As Needed
- Development Services Intern			As Needed
- Chief Election Inspector			As Needed
Level 6	$18.00	$19.00	
- Basketball Supervisor			Fall-Winter
- Crossing Guard*****			Year Round
~~- Spring/Fall Maintenance~~			~~Spring/Fall~~
- Paid On Call Firefighter****			Year Round
- Paid On Premise Firefighter**** / ******			Year Round
Level 7	$19.00	$20.00	
- Pool Manager			Summer
- Band Director			Spring-Summer
- Video Production Assistant^			Year Round
Level 8	$20.00	$21.00	
- Yoga/Pilates/Zumba with basic certification *			Year Round
- Engineering Aide			Summer
- Spring/Fall Maintenance			Spring/Fall
- Rubbish Site Attendant			Year Round

Position	Starting Wage	After Minimum of 1 Year/ Returning Wage	Employment Period
Level 9	$21.00	$22.00	
Level 10	$22.00	$23.00	
Level 11	$23.00	$24.00	
- Accountant			Year Round
- Training & Safety Officer (Fire)**** / ******			Year Round
- Senior Pool Manager***			Summer
- Yoga/Pilates/Zumba with advance certification after 1yr. employment unless approved by Mgr. (ACE, AFAA, E-RYT 500 hrs) *			Year Round
- Snow Plow Driver			Winter
- Seasonal Maintenance Worker (CDL Req'd)			Spring & Fall
Level 12	$35.00	$36.00	
- Plumbing Inspector			Year Round
- Electrical Inspector			Year Round
Non-Classified Wage Rates			
- Scorekeeper	$14.00/ga	$15.00/ga	Fall-Winter
- Court Monitor	$16.00/ga	$17.00/ga	Fall-Winter
- Kickball Official**	$18.00/ga	$19.00/ga	Summer
- Flag Football Official	$18.00/ga	$19.00/ga	Fall
- Slow/Co-ed Softball Umpire**	$21.00/ga	$22.00/ga	Summer-Fall
- Basketball Official**	$40.00/ga	$41.00/ga	Fall-Winter
- WIAA Certified Basketball Official**	$45.00/ga	$46.00ga	Fall-Winter

The After Minimum of 1 Year/Returning Wage is designed to reward employees for good work performance and continual years of service. Employees are given the After Minimum of 1 Year/Returning Wage with supervisor approval, if they return to same employment the following season or each January 1st with satisfactory work performance. (New hires hired after June 30th will receive an increase the second January 1st after start date or when returning for a second season, whichever happens first)
Note: When a position is reclassified or the entire wage schedule is adjusted, current/returning employees in affected positions would start at the starting wage regardless of how many years they have been employed with the City. The exception to this is if placing a returning employee at the starting wage would either reduce their wage or not give them an increase, those employees should be placed at the After Minimum of 1 Year /Returning Wage.

- First year employees in any classified level shall start at Step 1, unless approved otherwise approved by the department head.

* Eligible to earn incentive pay based upon number of participants enrolled. Incentive pay ranges an additional .25 hours to 1.25 hours per class.

** Umpires or officials that are scheduled with a partner and work a game alone will be paid at 1.5 times the game rate.

*** The City of will reimburse the cost of certification or recertification for lifeguard employees contingent on staff successfully working 100 hours within one calendar year. The City will reimburse the cost for the Lifeguard Instructor certification for the Senior Pool Manager contingent upon staff successfully completing one season of employment.

**** Receives $50/month on-call pay if meet minimum response requirements for emergency incidents and duty crew. Responses will be reviewed annually by department.

***** Receives $20/month gas stipend for regular assigned guards. This benefit is discontinued for guards assigned to a regular position on or after April 1, 2019.

****** Receives $0.25/hour for each of the following certifications: Firefighter II, Fire Inspector, Driver Operator Pumper, Driver Operator Aerial, Emergency Services Instructor, Fire Officer I, Fire Officer II; Receives $1.00/hour for EMT-P Licensure

^ Paid at least a minimum of 2 hours each day worked

^^ Bartenders License required and shall be reimbursed by the City upon successful attendance of at least three events.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Recommendation from the Finance-Personnel Committee on Police Request to Maintain a Credit Card for Travel and Training Purposes with a Credit line of $2,500.**

Passed by Finance Committee on 7/11/2023.

Periodically the department sends staff to training in and out of the State of Wisconsin that includes travel expenses such as hotel stays. One upcoming example would be sending an officer to New Mexico for weeks of training with a new police K-9. In addition, even for local training, there are often class fees associated with signing officers up for training, reserving spots in the class, etc.

As such, the department would like to have one credit card assigned to travel and training specific expenses to allow the traveling officer to check out the card to take with them for necessary, approved travel expenses. Also, I believe it will make it easier to track and reconcile all travel related expenses and receipts by having them fall under one designated card.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Recommendation from the Finance-Personnel Committee on Acceptance of $18,500 donation from the Cloud Family Foundation, Inc. to Police for use with the K-9 Unit.**

Passed Finance 7/11/2023

The Cloud Family Foundation, Inc., a charitable organization in De Pere, would like to make a generous donation in the amount of $18,500 to the De Pere Police Department K-9 Unit.

The Foundation expressly designated that funding provided to be utilized for the needs of the K-9 division to fund the purchase and training of a police K-9.

If the donation is approved, this money would be allocated to the K-9 unit fund to cover the costs associated with the training, equipping, and care of a new police canine. We are hoping to complete the purchase of a new canine and send a handler to training and certification in the fall of this year.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Recommendation from the Finance-Personnel Committee on Acceptance of $1,500 donation from Walmart for the Police Bike Safety Program.**

Passed Finance 7/11/2023

Walmart would like to donate $1,500 to the De Pere Police Department Bike Safety Program, or what we commonly call "Bike Rodeo". The money would be used to purchase new bicycles and perform maintenance on the aging bike trailer we use to transport the bikes, bike helmets, etc. If enough money is raised from other sources as well, we would like to purchase a new bike trailer at some point.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2023 to June 30, 2024.**

ATTACHMENTS:

- Liq Lic Renewal List_7.18.23 (DOCX)

July 18, 2023 License Committee Meeting

Renewal Applications for Class “A” Fermented Malt Beverage Licenses, “Class A” Liquor Licenses and Class “B” Fermented Malt Beverage Licenses, for the licensing period of July 1, 2023 to June 30, 2024.

CLASS “A” BEER

1. Walgreen Co. (DBA Walgreens #10235), 901 Main Av. Submitted by Walgreen Co. Agent: Matthew Queensberry, De Pere, WI.

CLASS “A” BEER & “CLASS A” LIQUOR

1. Walgreen Co. (DBA Walgreens #15637), 150 S. Wisconsin St. Submitted by Walgreen Co. Agent: Thomas Finendale, Oneida, WI.

CLASS “B” BEER

1. Eat 30 Café, LLC (DBA Eat 30 Cafe), 124 N. Broadway. Submitted by Eat 30 Café, LLC. Agent: Lia Xiong, Green Bay, WI.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Class "A" Fermented Malt Beverage Liquor Licenses.**

ATTACHMENTS:

- Class A Beer Lic. Renewal App 7.18.23 (PDF)

CLASS "A" BEER LICENSE RENEWALS FOR THE 2023-2024 LICENSING PERIOD

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. **Read instructions on page 3.)**

For the license period beginning: 07/01/23 (mm dd yyyy) ending: 06/30/24 (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } De Pere

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

Check one: ☐ Individual ☐ Limited Liability Company ☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number 456-0000455404-05

FEIN Number 36-1924025

TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	$ 625
☐ Class B beer	$
☐ Class C wine	$
Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30.00
TOTAL FEE	$ 655

+ 100 Cigarette = 755

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Walgreen Co	PO Box 901 Deerfield, IL 60015

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. Store Manager

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office
Queensberry	Matthew	William	[redacted]

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
See attached rider			
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name Walgreens #10235 Business Phone Number 920-983-6153
2. Address of Premises 901 Main Ave Post Office & Zip Code 54115-1305
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Retail drug store with sundries in a one-story building of 14820 sq ft

5. Legal description (omit if street address is given on previous page): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No

   b. Are **charges** for **any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☒ Yes ☐ No

   Change in corporate officers

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? (**Note:** Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees). ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Galletta, Nancy	Sr. License Specialist	6-8-23
Signature	**Phone Number**	**Email Address**
	847-527-2119	taxlicenserenewals@walgreens.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
6/19/23		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder**: If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. Class "A" Fermented Malt Beverage and "Class A" Intoxicating Liquor Licenses.**

ATTACHMENTS:

- Class A Beer & Liquor Lic. Renewal App 7.18.23 (PDF)

CLASS "A" BEER AND "CLASS A" LIQUOR LICENSE RENEWALS FOR THE 2023-2024 LICENSING PERIOD

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. **Read instructions on page 3.)**

For the license period beginning: 07/01/23 (mm dd yyyy) ending: 06/30/24 (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

Check one: ☐ Individual ☐ Limited Liability Company ☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number 456-0000455404-05

FEIN Number 36-1924025

TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☒ Class A liquor	$ 7450.00
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30.00
TOTAL FEE	$ 480

Complete A or B. All must complete C.

A. Individual or Partnership: +$100 cigarette

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Walgreen Co	PO Box 901 Deerfield, IL 60015

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. Store Manager

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Finendale	Thomas	Jay	

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
See attached	rider		
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name Walgreens #15237 Business Phone Number 920-278-3241
2. Address of Premises 150 S Wisconsin St Post Office & Zip Code 54115-2741
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Retail drug store with sundries in a one-story building of 11,300 sq ft

5. Legal description (omit if street address is given on previous page): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No

   b. Are **charges** for **any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☒ Yes ☐ No

   Change in corporate officers and store manager (agent)

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? (**Note:** Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees). ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Galletta, Nancy	Sr. License Specialist	847-527-2119
Signature	**Phone Number**	**Email Address**
	847-527-2119	taxlicenserenewals@walgreens.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
6/19/23		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder**: If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**C. Class "B" Fermented Malt Beverage Licenses.**

ATTACHMENTS:

- Class B Beer Liquor Lic. Renewal App 7.18.23 (PDF)

CLASS "B" BEER LICENSE RENEWALS FOR THE 2023-2024 LICENSING PERIOD

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. **Read instructions on page 3.)**

For the license period beginning: July 1, 2023 (mm dd yyyy) ending: June 30, 2024 (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of De Pere

County of Brown

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

Check one: ☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30.00 Publication # 183073
TOTAL FEE	$

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Xiong	Lia		
Xiong	Thai		

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Eat 30 Cafe, LLC,	

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Xiong	Lia		

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name Eat 30 Cafe Business Phone Number 920-632-6332
2. Address of Premises 124 N. Broadway ~~Ste~~ BB Post Office & Zip Code De Pere, WI 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) The restaurant is about 1,000 square feet. The front of restaurant and on the side of the building along with the back of the building

5. Legal description (omit if street address is given on previous page): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No

   b. Are **charges** for **any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No

_____

_____

_____

_____

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☐ Yes ☒ No

_____

_____

_____

_____

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? (**Note:** Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees). ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Xiong, Lia	Owner	6/27/2023
Signature	**Phone Number**	**Email Address**
Lia Xiong	920-327-0236	eat3@cafe@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
6/28/23		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder**: If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   CHARGE _____ WHERE CONVICTED _____

   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____

   PENDING CHARGE _____ DATE _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **July 18, 2023**

DEPARTMENT: **City Attorney**

FROM: **Angela Zills**

SUBJECT: **Ordinance #23-08 Repealing and Reenacting Section 6-11 of the De Pere Municipal Code Regarding Telephonic/VideoConference Meeting Attendance (Second Reading).**

This ordinance requires a second reading as the vote during the 6/20/23 Common Council meeting was not unanimous.

The Finance/Personnel Committee voted unanimously at its meeting on Tuesday, June 13, to approve the recommended ordinance changes drafted by the City Attorney and to move the Ordinance forward for Council review and approval.

Please find attached a draft ordinance that amends or changes our existing ordinance concerning a Council, Committee, or Board member's ability to attend a meeting virtually. The current ordinance places a variety of conditions concerning such virtual attendance and restricts the respective Body's ability to hold a meeting if unforeseen circumstances, such as severe/inclement weather, medical emergencies, etc., arise, especially in less than the 24 hour time period allowing the agenda notice to be amended or re-published. This ordinance allows a member to appear virtually while also allowing that attendance to count towards a quorum. This would allow the meeting to occur rather than resulting in a meeting cancellation due to the lack of a quorum.

ATTACHMENTS:

- Ord23-08-Second Reading (PDF)
- Sec 6-11 Virtual meeting revisions updated 6.6.23 (DOCX)

ORDINANCE #23-08
REPEALING AND REENACTING SECTION 6-11 OF THE DE PERE MUNICIPAL CODE REGARDING TELEPHONIC/VIDEOCONFERENCE MEETING ATTENDANCE

WHEREAS, on April 20, 2021, the Common Council of the City of De Pere adopted Ordinance #21-07 to maintain the flexibility of telephone and videoconference meeting attendance, initially resulting from the State of Emergency declared in the City of De Pere in response to COVID-19; and

WHEREAS, the Common Council finds that it has as an interest in maintaining the flexibility of the telephonic and videoconferencing provisions of Section 6-11 for unforeseen circumstances, such as severe or inclement weather, medical emergencies, etc. by allowing a committee member to appear virtually, while also allowing that attendance to count towards a quorum.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 6-11 of the De Pere Municipal Code is hereby repealed in its entirety and reenacted to read as follows:

> Section 6-11. *Meeting Attendance by Telephone, Videoconference or Other Technological Means.*
>
> A city governmental body, as defined in Wis. Stat. § 19.82 (1), may provide notice on its agenda that any member(s) may attend the meeting by telephone, video conferencing, or other appropriate technological means and may count toward the official quorum of the governmental body. The agenda notice shall provide specific information identifying the means by which any member(s) and the public can readily attend, observe, or hear such member(s) or any other individual's participation in the meeting.

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 18th day of July, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/13/2023
Publication Date: _____
Effective Date: _____

- ## Sec. 6-11. - Telephonic/video-conference meeting attendance.

EXISTING ORDINANCE

Meeting attendance by telephone or video-conference. Whenever a city governmental body, as defined in Wis. Stats. § 19.82(1), anticipates that a member or members will appear by telephone/video-conference the meeting agenda shall, to the extent practicable, specify that member(s) may be appearing by such means. Unless the meeting notice specifically identifies that the governmental meeting is being conducted solely via telephonic or videoconferencing means, together with specific information on the notice identifying the means by which the public may attend such meeting, any member attending the meeting via telephone/video conference shall not count toward the official quorum of the body. Appropriate equipment shall be used so that the attending public can readily observe or hear such member or other's participation in the meeting.

DRAFT AMENDED ORDINANCE - REDLINED

Meeting ~~a~~Attendance by ~~t~~Telephone~~, or v~~ Video~~-~~conference~~, or Other Technological Means. ~~Whenever a~~ A city governmental body, as defined in Wis. Stat~~s~~. § 19.82 (1), ~~anticipates that a member or members will appear by telephone/video-conference the meeting agenda shall, to the extent practicable,~~ may provide notice on its agenda ~~specify~~ that any member(s) may ~~be~~ attend the meeting by telephone, video conferencing, or other appropriate technological means and ~~appearing by such means. Unless the meeting notice specifically identifies that the governmental meeting is being conducted solely via telephonic or videoconferencing means, together with specific information on the notice identifying the means by which the public may attend such meeting, any member attending the meeting via telephone/video conference shall not~~ may count toward the official quorum of the body. ~~A~~The Agenda notice shall provide specific information identifying the means by which ~~ppropriate equipment shall be used so that~~ the ~~attending~~ any member(s) and the public can readily attend, observe, or hear such member(s) or any other individual's participation in the meeting.

DRAFT AMENDED ORDINANCE - CLEAN

Meeting Attendance by Telephone, Videoconference, or Other Technological Means. A city governmental body, as defined in Wis. Stat. § 19.82 (1), may provide notice on its agenda that any member(s) may attend the meeting by telephone, video conferencing, or other appropriate technological means and may count toward the official quorum of the governmental body. The agenda notice shall provide specific information identifying the means by which any member(s) and the public can readily attend, observe, or hear such member(s) or any other individual's participation in the meeting.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Finance Department**
FROM:	**Pamela Manley**
SUBJECT:	**Resolution #23-65 An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details.**

This item was unanimously approved by the Finance/Personnel Committee at its regular meeting on July 11, 2023.

ATTACHMENTS:

- Reso23-65 (PDF)
- De Pere 2023B Taxable G.O. Promissory Notes - Initial Resolution (PDF)

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

July 18, 2023 **Resolution No. 23-65**

An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of De Pere, Wisconsin (the "**City**") makes the following findings and determinations:

1. The City is in need of funds to finance one or more grants in the form of a development rebate to one or more developers to encourage development in the City's Tax Incremental District Numbers 9, 10, 11, 12, and 15, and a land purchase in Tax Incremental District Number 12 (the "**Project**").

2. The Governing Body deems it in the best interests of the City that the funds needed for the Project be borrowed, pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purposes of Notes.

Under and by virtue of the provisions of Section 67.12(12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately $6,720,000 (the "**Notes**") to finance the Project; *provided, however,* that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Notes.

The Notes may be sold by negotiated sale to Robert W. Baird & Co. Incorporated (the "**Purchaser**").

Section 3. Preparation of Official Statement.

The Mayor, the Clerk, and the Finance Director (in consultation with the Purchaser) are hereby authorized and directed to cause a preliminary offering document for the Notes (the "**Official Statement**") to be prepared and distributed. The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement, to deem it

final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

Section 4. Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes (the "**Note Purchase Agreement**"), to fix the interest rate or rates on the Notes in accordance with the Note Purchase Agreement, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 5. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 6. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 7. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 8. **Effective Date**.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

* * * * * * * * * *

Adopted: July 18, 2023

Approved: July ___, 2023

_____
Mayor – James G. Boyd

_____
City Clerk – Carey E. Danen

CERTIFICATIONS BY CLERK

I, Carey E. Danen, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**City**"), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council (the "**Governing Body**"), and that attached hereto is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details

I do hereby further certify as follows:

1. **Meeting Date**. On July 18, 2023, a meeting of the Governing Body was held commencing at ____ p.m.

2. **Posting**. On July ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted at the City's offices in De Pere, Wisconsin, a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On July ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

4. **Open Meeting Law Compliance**. Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 18 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. Said meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___voted Nay, and ___ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on July ___, 2023, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City, if any, hereto on July ____, 2023.

_____
City Clerk – Carey E. Danen

[SEAL]

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

July 18, 2023 **Resolution No. _____**

An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of De Pere, Wisconsin (the "**City**") makes the following findings and determinations:

1. The City is in need of funds to finance one or more grants in the form of a development rebate to one or more developers to encourage development in the City's Tax Incremental District Numbers 9, 10, 11, 12, and 15, and a land purchase in Tax Incremental District Number 12 (the "**Project**").

2. The Governing Body deems it in the best interests of the City that the funds needed for the Project be borrowed, pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purposes of Notes.

Under and by virtue of the provisions of Section 67.12(12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately $6,720,000 (the "**Notes**") to finance the Project; *provided, however,* that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Notes.

The Notes may be sold by negotiated sale to Robert W. Baird & Co. Incorporated (the "**Purchaser**").

Section 3. Preparation of Official Statement.

The Mayor, the Clerk, and the Finance Director (in consultation with the Purchaser) are hereby authorized and directed to cause a preliminary offering document for the Notes (the "**Official Statement**") to be prepared and distributed. The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement, to deem it

final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

Section 4. Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes (the "**Note Purchase Agreement**"), to fix the interest rate or rates on the Notes in accordance with the Note Purchase Agreement, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 5. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 6. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 7. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 8. **Effective Date**.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

* * * * * * * * * *

Adopted: July 18, 2023

Approved: July ___, 2023

_____
Mayor

_____
Clerk

CERTIFICATIONS BY CLERK

I, Carey E. Danen, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**City**"), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council (the "**Governing Body**"), and that attached hereto is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details

I do hereby further certify as follows:

1. **Meeting Date**. On July 18, 2023, a meeting of the Governing Body was held commencing at ____ p.m.

2. **Posting**. On July ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted at the City's offices in De Pere, Wisconsin, a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On July ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

4. **Open Meeting Law Compliance**. Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 18 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. Said meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___voted Nay, and ___ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on July ___, 2023, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City, if any, hereto on July ____, 2023.

_____
Clerk

[SEAL]

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Finance Department**
FROM:	**Pamela Manley**
SUBJECT:	**Resolution #23-66 An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.**

This item was unanimously approved by the Finance/Personnel Committee at its regular meeting on July 11, 2023.

ATTACHMENTS:

- Reso23-66 (PDF)
- De Pere 2023A G.O. Promissory Notes - Initial Resolution (PDF)
- 2023 Initial Resolutions Borrowing Memo (PDF)
- prs plan of finance 07182023_de pere cy 2023 (PDF)
- 2023 Preliminary Borrowing Items-7.11.23 (PDF)

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

July 18, 2023 **Resolution No. 23-66**

An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of De Pere, Wisconsin (the "**City**") makes the following findings and determinations:

1. The City is in need of funds to finance installation of security cameras; the purchase of vehicles and equipment for the police, fire, public works, and parks departments; improvements to park, community center, and other municipal buildings; the purchase of property and improvements to public grounds for the public works department; grants for façade improvements in the City's Tax Incremental District Numbers 7 and 9; highway and infrastructure improvements and right-of-way acquisitions in the City's Tax Incremental District Numbers 7, 9, 11, 12, and 15; improvements to parks and public grounds, including, but not limited to, landscaping; and construction of and improvements to streets, sidewalks, and bridges, and related site preparation, lighting, and signage (collectively, the "**Project**").

2. The Governing Body deems it in the best interests of the City that the funds needed for the Project be borrowed, pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purposes of Notes.

Under and by virtue of the provisions of Section 67.12(12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately $8,370,000 (the "**Notes**") to finance the Project; *provided, however,* that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Notes.

The Notes may be sold by negotiated sale to Robert W. Baird & Co. Incorporated (the "**Purchaser**").

Section 3. Preparation of Official Statement.

The Mayor, the Clerk, and the Finance Director (in consultation with the Purchaser) are hereby authorized and directed to cause a preliminary offering document for the Notes (the "**Official Statement**") to be prepared and distributed. The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement, to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

Section 4. Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes (the "**Note Purchase Agreement**"), to fix the interest rate or rates on the Notes in accordance with the Note Purchase Agreement, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 5. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 6. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 7. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 8. **Effective Date**.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

* * * * * * * * * *

Adopted: July 18, 2023

Approved: July ___, 2023

_____
Mayor – James G. Boyd

_____
City Clerk – Carey E. Danen

CERTIFICATIONS BY CLERK

I, Carey E. Danen, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**City**"), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council (the "**Governing Body**"), and that attached hereto is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details

I do hereby further certify as follows:

1. **Meeting Date**. On July 18, 2023, a meeting of the Governing Body was held commencing at ____ p.m.

2. **Posting**. On July ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted at the City's offices in De Pere, Wisconsin, a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On July ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

4. **Open Meeting Law Compliance**. Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. Said meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___voted Nay, and ___ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on July ___, 2023, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City, if any, hereto on July ____, 2023.

_____
City Clerk – Carey E. Danen

[SEAL]

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

July 18, 2023 **Resolution No. _____**

An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of De Pere, Wisconsin (the "**City**") makes the following findings and determinations:

1. The City is in need of funds to finance installation of security cameras; the purchase of vehicles and equipment for the police, fire, public works, and parks departments; improvements to park, community center, and other municipal buildings; the purchase of property and improvements to public grounds for the public works department; grants for façade improvements in the City's Tax Incremental District Numbers 7 and 9; highway and infrastructure improvements and right-of-way acquisitions in the City's Tax Incremental District Numbers 7, 9, 11, 12, and 15; improvements to parks and public grounds, including, but not limited to, landscaping; and construction of and improvements to streets, sidewalks, and bridges, and related site preparation, lighting, and signage (collectively, the "**Project**").

2. The Governing Body deems it in the best interests of the City that the funds needed for the Project be borrowed, pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purposes of Notes.

Under and by virtue of the provisions of Section 67.12(12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately $8,370,000 (the "**Notes**") to finance the Project; *provided, however,* that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Notes.

The Notes may be sold by negotiated sale to Robert W. Baird & Co. Incorporated (the "**Purchaser**").

Section 3. Preparation of Official Statement.

The Mayor, the Clerk, and the Finance Director (in consultation with the Purchaser) are hereby authorized and directed to cause a preliminary offering document for the Notes (the "**Official Statement**") to be prepared and distributed. The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement, to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

Section 4. Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes (the "**Note Purchase Agreement**"), to fix the interest rate or rates on the Notes in accordance with the Note Purchase Agreement, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 5. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 6. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 7. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 8. **Effective Date**.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

* * * * * * * * * *

Adopted: July 18, 2023

Approved: July ___, 2023

_____
Mayor

_____
Clerk

CERTIFICATIONS BY CLERK

I, Carey E. Danen, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**City**"), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council (the "**Governing Body**"), and that attached hereto is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details

I do hereby further certify as follows:

1. **Meeting Date**. On July 18, 2023, a meeting of the Governing Body was held commencing at ____ p.m.

2. **Posting**. On July ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted at the City's offices in De Pere, Wisconsin, a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On July ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

4. **Open Meeting Law Compliance**. Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. Said meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___voted Nay, and ___ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on July ___, 2023, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City, if any, hereto on July ____, 2023.

_____
Clerk

[SEAL]

CITY OF DE PERE
MEMO

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: July 3, 2023

RE: **Approval of Initial Resolutions for 2023 Borrowing**

I have attached the project list and initial resolutions to authorize the 2023 borrowing. The projected borrowing is in the form of ten-year general obligation notes including $5,290,565 for non-TID equipment and projects and $8,951,000 for various TID items. The short-term note column is for projects already borrowed for in December of 2022 and fully paid for in February of 2023. Justin Fischer with the City's borrowing consulting firm of RW Baird will be present to review the 2023 financing plan and provide their recommendations regarding the not to exceed resolutions for the 2023A nontaxable notes of $8,370,000 & the 2023B taxable notes of $6,720,000.

Pending Finance Committee approval, the initial resolutions for these projects will go to the City Council for their approval on July 18th with City Council giving final approval to the most favorable bond bid on August 15th, 2023. Proceeds would then be projected to be available to the City by September 2023. Please feel free to contact me with any questions prior to the meeting.

City of De Pere

City Council Meeting - 2023 Plan of Finance

July 18, 2023

Jordan Thurow, Quantitative Analyst
jthurow@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827
Fax 414.298.7354

Justin A. Fischer, Managing Director
jfischer@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827
Fax 414.298.7354

City of De Pere

City Council Meeting - 2023 Plan of Finance

July 18, 2023

Borrowing/Structure/Purpose

Estimated Size:	$8,370,000	$6,720,000
Issue:	G.O. Promissory Notes, Series 2023A	Taxable G.O. Promissory Notes, Series 2023B

Purpose:	• Fund 2023 CIP
	• Capitalized Interest through 2025 (TID 15 only)
		• Fund 2023 CIP taxable projects, specifically
		  ○ TID 9, 10, 11, 12, and 15 Development Rebate
		  ○ TID 12 land purchase
		• Capitalized Interest through 2025 (TID 12 & 15 only)

Structure:	Matures September 1, 2024 – 2033	Matures September 1, 2024 – 2033
First Interest:	March 1, 2024	March 1, 2024
Preliminary Call Date:	September 1, 2030 or any date thereafter	September 1, 2030 or any date thereafter
Estimated Interest Rate:	4.00%	5.50%

Tentative Timeline

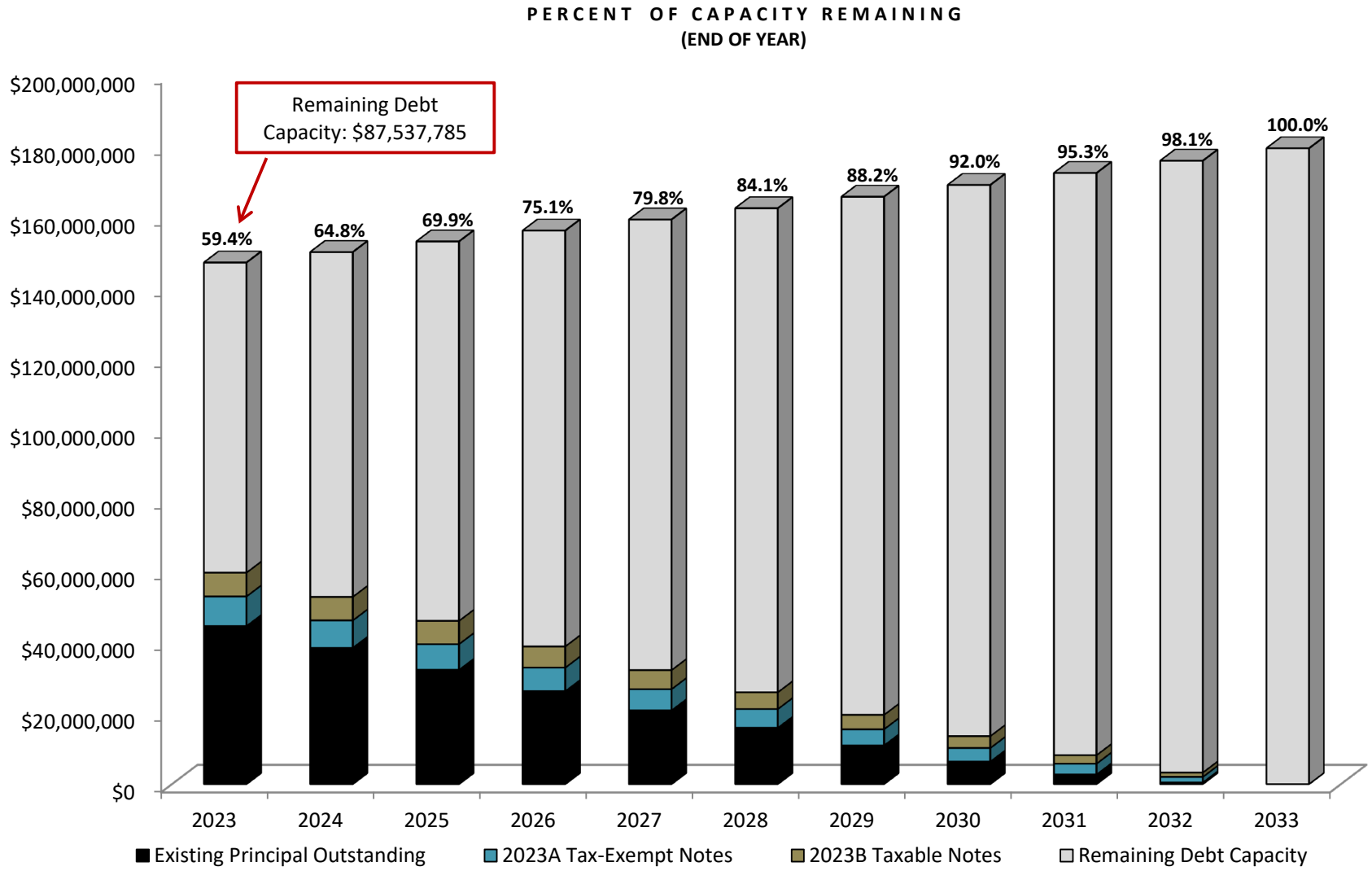
- Finance/Personnel Committee considers Plan of Finance ..... July 11, 2023
  - Preparations are made for issuance
    - ✓ Official Statement
    - ✓ Bond Rating
    - ✓ Marketing
- City Council considers Plan of Finance / Initial Resolutions ..... July 18, 2023
- City Council considers Award Resolutions (finalizes terms and interest rates) ..... August 15, 2023
- Closing (funds available) ..... September 7, 2023

City of De Pere

City Council Meeting - 2023 Plan of Finance

July 18, 2023

General Obligation Borrowing Capacity (5% of Equalized Valuation)



Note: Future capacity based on the 2022 Equalized Valuation (TID-IN) of $2,887,309,500 with annual growth of 2.00% thereafter.

City of De Pere, Wisconsin

Projects	Cost	Short-Term Note	10 Year Note	Notes - TIF	Balance	Other Funding Source
General Government						
IT - Replace Police Department Security Cameras	10,000	10,000				
City Hall - Annual Maintenance	10,000	10,000				
City Hall - Boiler Replacement	250,000		250,000			
City Hall - Roof Safety Improvements	100,000		100,000			
Health - Replace Flooring, Paint and add Office	27,433	27,433				
Total General Government	**397,433**	**47,433**	**350,000**	**-**	**-**	
Public Safety						
Purchase Tethered Drone (Police/Fire/Storm Water)	34,095	22,730			11,365	Storm Water Fund
Scanning Hardware and Software (Police/Fire/Building Inspection)	56,300				56,300	Donations and Grants
Police - Year 2 Vehicle Lease Payment (4 Ford SUV Explorers)	84,215		84,215			
Police - Replace Patrol Officer Vehicles (4 SUV Hybrids)	85,599		85,599			
Police - Lease Two Administrative Vehicles	26,667	26,667				
Police - Cell Phone Data Extraction System Renewal	3,299	3,299				
Police - Window Replacement	13,500	13,500				
Fire - Replace PPE	45,000		45,000			
Fire - Portable and Mobile Radios	84,631		84,631			
Fire - Replace 2017 Ambulance	350,000		175,000		175,000	Deleted
Fire - Replace Station #1 Apparatus Floor	35,000		35,000			
Fire - Replace 1995 Pumper	850,000		850,000			
Fire - Replace Station #1 West Wing Office Windows	100,000	13,500			86,500	Deleted
Total Public Safety	**1,768,306**	**79,696**	**1,359,445**	**-**	**329,165**	
Public Works						
Purchase of Property for New Compost Site	500,000		100,000		400,000	Deleted
Streetscape Art Improvements - Alley between Nicolet Square and Main Avenue	10,000	10,000				
Administration - Replace Street Superintendent Vehicle #65	40,000		10,000		30,000	$10,000ea. Sanitary, Storm & Water
MSC - Replace Rain Gutters	50,000	27,500			22,500	$7,500ea. Sanitary, Storm & Water
MSC - Install Four EV Charging Stations for Electric Fleet Vehicles	25,000	13,750			11,250	$3,750ea. Sanitary, Storm & Water
MSC - Replace Front Office Carpeting	60,000		33,000		27,000	$9,000ea. Sanitary, Storm & Water
MSC - Replace Fuel Tanks and Fuel System	2,500,000		650,000		1,850,000	Deleted
Snow & Ice - Replace Dump Truck #86	394,156		394,156			
Snow & Ice - Replace Front End Loader #103	275,000		200,964		74,036	
Traffic Signs & Markings - Thermoplastic Pavement Markings on Claude Allouez roundabout	60,000		60,000			

City of De Pere, Wisconsin

Projects	Cost	Short-Term Note	10 Year Note	Notes - TIF	Balance	Other Funding Source
Street Lighting - Replace Decorative and Regular Street Light Poles and Fixtures	50,000		50,000			
Weed Control - Purchase Flail Mower for Tool Cat	18,000	6,300			11,700	Storm Water Fund
Planning - TID 7 Downtown Pots - Landscaping	3,000			3,000		
Planning - TID 7 Facade Grant Program	60,000			60,000		
Planning - TID 9 Downtown Pots - Landscaping	3,000			3,000		
Planning - TID 9 Development Rebate	300,000			300,000		
Planning - TID 9 Facade Grant Program	60,000			60,000		
Planning - TID 10 Development Rebate	200,000			200,000		
Planning - TID 11 West Industrial Park Railroad Spur Inspection & Maintenance	22,500			22,500		
Planning - TID 11 Development Rebate	300,000			300,000		
Planning - TID 11 Concrete Street Rehabilitation - American Boulevard	400,000			400,000		
Planning - TID 12 West Industrial Park Railroad Spur Inspection & Maintenance	22,500			22,500		
Planning - TID 12 Development Rebate	300,000			300,000		
Planning - TID 12 Land Purchase	3,280,000			3,280,000		
Planning - TID 15 South Bridge ROW Acquisition	375,000			375,000		
Planning - TID 15 Preserve Infrastructure Development	2,000,000			2,000,000		
Planning - TID 15 Development Rebate	1,625,000			1,625,000		
Total Public Works	**12,933,156**	**57,550**	**1,498,120**	**8,951,000**	**2,426,486**	

Parks & Recreation

Community Center - Facility Improvements/Upgrades & Repairs	10,000	10,000				
Parks & Public Lands - ADA Sidewalk & Hard Surface Replacement Program	25,000	25,000				
Parks & Public Lands - Braisher Park Sidewalk Repair	20,000	20,000				
Parks & Public Lands - Waterview Heights Grading and Seeding	35,000		35,000			
Parks & Public Lands - Park Light Replacement Program	15,000	15,000				
Parks & Public Lands - Preserve Park Sign Replacement	12,000	12,000				
Parks & Public Lands - Main Street Railroad Underpass Sustainable Planting Consultant	10,000	9,821			179	
Boat Ramps - Perkofski Boat Launch Dock Section Refurbishment	12,000	6,000			6,000	Donations and Grants
Boat Ramps - Perkofski Boat Launch Ticket Machine Replacement	15,000	7,500			7,500	Donations and Grants
Boat Ramps - Bomier/Front Street Dock Repair and Restructure	12,000	6,000			6,000	Donations and Grants
Boat Ramps - Perkofski Boat Launch Canoe/Kayak Launch Installation	50,000	4,000			46,000	Donations and Grants
Parks Equip/Veh Maintenance - Holder #1 Replacement	150,000		150,000			

City of De Pere, Wisconsin

Projects	Cost	Short-Term Note	10 Year Note	Notes - TIF	Balance	Other Funding Source
Parks Equip/Veh Maintenance - Truck 4 Replacement	60,000		60,000			
Parks Equip/Veh Maintenance - Truck 15 Replacement	30,000	30,000				
Parks Equip/Veh Maintenance - Truck 16 Bed and Liftgate Replacement	20,000	20,000				
Total Parks & Recreation	**476,000**	**165,321**	**245,000**	**-**	**65,679**	

Street Management

Crackfilling/Patching - Various	250,000		250,000			
Sidewalks	237,400		115,000		122,400	SA
Pulverize and Pave	860,000		860,000			
Bridge Rehabilitation - Creamery Road and Parkview Road	28,000		28,000			
2025 Lawrence Drive Reconstruction Partial Engineering	260,000		100,000		160,000	Donations and Grants
Main Avenue and Reid Street Pavement Replacement Partial Engineering	500,000		125,000		375,000	Other
Alley Reconstruction	360,000		360,000			
Total Street Management	**2,495,400**	**-**	**1,838,000**	**-**	**657,400**	

TOTALS - CAPITAL PROJECTS	**$ 18,070,295**	**$ 350,000**	**$ 5,290,565**	**$ 8,951,000**	**$ 3,478,730**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #23-67 Approving ATM Event Placement Agreement with Cornerstone Processing Solutions, Inc.**

Due to the scheduled date of the July Beer Garden event and the City's meeting schedules, the timing of this item did not allow for review by the Park Board in advance of the Council Meeting.

ATTACHMENTS:

- Reso23-67 (PDF)
- Memo.ATM Cover Sheet (PDF)
- SAMPLE EVENT ATM PLACEMENT FCCU (PDF)

RESOLUTION #23-67

APPROVING ATM EVENT PLACEMENT AGREEMENT WITH
CORNERSTONE PROCESSING SOLUTIONS, INC.

WHEREAS, in an effort to expand payment options at its summer Beer Garden events, the City wishes to provide a mobile/portable automated teller machine (ATM) in Voyageur Park for the convenience of its patrons; and

WHEREAS, Cornerstone Processing Solutions, Inc., has available equipment and staffing to provide portable ATM(s) in Voyageur Park pursuant to the terms and conditions of the ATM Event Placement Agreement attached hereto.

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the ATM Event Placement Agreement with Cornerstone Processing Solutions, Inc. as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are 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 18th day of July, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

CITY OF DE PERE
MEMO

To: City Council
From: Marty Kosobucki
Date: July 18, 2023

RE: Approval of Mobile ATM agreement

Staff is requesting the approval of an agreement with Cornerstone Processing Solutions, Inc. to provide a mobile/portable ATM machine at the City's Beer Garden's in Voyageur Park this summer.

One of the many criticisms we have received at Beer Gardens is the inability to either have people use a credit/debit card or have an accessible ATM machine. We have investigated the ability to take credit/debit cards and it is not a viable option for us considering the number of events we have and our location does not have accessible wi-fi/internet. Our next best option is to try and find portable ATMs. We have searched a number of different companies that offer such a service and the only one we are able to find is Cornerstone Processing Solutions, Inc. We are not looking to make any revenue from this service; however, we are looking to provide convenience to our customers and event goers.

Due to timing, we are asking the City Council for approval prior the Park Board review. This will allow us to utilize the service at our July event. The item will go to the July 20 Board of Park Commissioners. Our next Beer Garden is scheduled for July 25, 2003.

CORNERSTONE PROCESSING SOLUTIONS, INC.
1.855.POS+ATMS
(1.855.767.2867)
1600 S MAIN ST, OSHKOSH, WI

ATM EVENT PLACEMENT AGREEMENT:

This ATM Placement Agreement ("Agreement") is made as of _____("Effective Date") by and between Cornerstone Processing Solutions, Inc. ("Cornerstone"), a Wisconsin domestic close corporation, having its principal place of business at 1600 S. Main Street, Oshkosh, WI 54902 and _____("Client"). In consideration of the mutual undertakings set forth herein, the receipt and sufficiency of which are hereby acknowledged, Client and Cornerstone (each individually a "Party" and collectively the "Parties") agree as follows:

Client:

2023 Event:

_____

Terms of Agreement – Effective Date: _____
Terms of Agreement – End Date: _____

Cornerstone Services. Cornerstone will place automated teller machine(s) – each an ATM and collectively, the ATMS (the "Equipment") – to Client as further described herein.

1. Cornerstone will transport, install, maintain & service the Equipment at the event ("the Event") on the Client's owned or leased premises ("the Premises") during the duration of the event ("the Event Duration"). Cornerstone will monitor & load each ATM with Cash Boxes, filled by Cornerstone, throughout the Event Duration so that ATM Funds are always available to customers during the event. Cornerstone will promptly maintain & service the ATMS during the Event Duration.
2. Client will notify Cornerstone prior to each event, which notice shall include (i) event dates; (ii) ATM quantity needed; (iii) ATM locations on the Premises (the "ATM Drop Locations"); and (iv) other specific and pertinent information.
3. Client will promptly report any Equipment cash insufficiency, malfunctions, or other problems to Cornerstone as follows:
   8:00AM-5:00PM Monday – Friday ("Business Hours"): 920-651-8888
   Outside of Business Hours: 920-573-2701 (Tiara Rain, Business Manager)
4. Cornerstone employees will always be courteous and considerate of event patrons and Client's Staff.
5. Cornerstone will comply with all event limitations on vehicular traffic and other rules and requirements. Cornerstone will coordinate its operations with Client.
6. When applicable, Client will provide Cornerstone staff parking &/or event passes in order to maintain the ATMs throughout the event.

Client License to Use Premises & Services. Client will license Cornerstone to use the Premises for the placement of Cornerstone's Equipment at the ATM Drop Locations.

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1600 S MAIN ST, OSHKOSH, WI

1. Cornerstone shall operate and service the Equipment located at the Premises, during the Placement Period without further authorization or permission.
2. Client will provide connectivity ports for Equipment installation (to include but not limited to electricity & a phone line, or internet line for all Equipment).
3. Client to allow uninhibited access to the Premises for installation, service & maintenance of the Equipment during the Event Duration.

Term of Agreement. The term of this Agreement (the "Term") will begin on the Effective Date and will remain in effect through End Date. Either Party may terminate this Agreement for convenience by giving the other Party thirty (30) days written notice, or immediately upon written notice for a material breach hereof. Except as otherwise provided herein, the obligations of each Party will end upon the termination of this Agreement. During the Term of the Agreement, Client will not engage other vendors to place ATM Equipment at the Event.
Notice. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the respective addresses stated below by U.S. Postal Service Certified Mail return receipt requested, by nationally recognized express courier, by personal delivery, or by electronic mail with confirmed receipt requested and received, and will be deemed given when actually received by the addressee as evidenced by the written receipt of the addressee or by the affidavit of the delivery service:

To Cornerstone: Cornerstone Processing Solutions Inc. ATTENTION: Tiara Rain, Business Manager, 1600 S. Main Street, Oshkosh, WI 54902
Email: tia@cornerstoneps.net

To Client: _____

Currency. All monetary amounts referred to herein are in U.S. Dollars.
Compensation. Cornerstone will charge the customer _____ per transaction (the "Surcharge") at all Equipment during the Event. *BIN blocking will be set up on the ATMs so that Fox Communities Credit Union (FCCU) customers are not accessed a surcharge. (NOTE: This is done through FCCU Sponsored events in coordination with FCCU and is not applicable to all ATM Event Placements). Cornerstone reserves the right to change the Surcharge amount per transaction at any time as deemed appropriate and necessary.
Return of Property. Client will provide full access to the Equipment to allow for the pickup & removal at the end of the Event.
Sponsorship/Advertising. Cornerstone reserves the right to place sponsorship signage or promotional material on the ATMs or in the vicinity of the ATMs placed at an event, subject to Client's approval, which shall not be unreasonably withheld or delayed. Cornerstone may photograph the Equipment & the Event. Cornerstone may utilize these materials for marketing purposes in both virtual and printed media.
Legal Ownership. During the Term, the ATMs will remain the legal property of Cornerstone.
Mutual Indemnification. Client shall each indemnify, release, defend and hold harmless Cornerstone, to include respective directors, officers, representatives, agents, employees,

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contractors, guests, volunteers, divisions, affiliates and invitees from and against any and all liabilities, claims, demands, costs, and expenses for personal injury or damage to property of third parties (including but not limited to reasonable attorneys' fees and litigation costs) (collectively, "Claims") to the extent that such Claims arise from: (i) negligence or other fault of the indemnifying Party or its representatives, agents, employees, contractors, suppliers, customers, guests or invitees, or (ii) failure of the indemnifying Party to fully perform all of its obligations under this Agreement.

Force Majeure. The Parties will not be liable for delinquency or failure to perform obligations that are delayed or prevented by fire, flood or other natural disaster, war or military operations of any kind, civil unrest, government intervention, or other external circumstances beyond the control of the Parties. The Party who claims to have been so delayed or prevented will immediately notify the other Parties of the beginning and end of such circumstances, and shall be granted an extension of time, equal to the period of such excused delay, for the completion of its obligations hereunder.

Relationship of Parties. The Parties understand and agree that they are and intend to be independent contractors, and nothing in this Agreement or otherwise will cause them to have a relationship of employer and employee, principal and agent, master and servant, joint venturers, members of a joint enterprise, partners or legal representative. Neither Party will have any authority to represent the other nor make any commitment for the other.

Entire Agreement. This Agreement contains the entire and exclusive understanding and agreement between the Parties with respect to the matters referred to herein and supersedes any and all prior or contemporaneous agreements, understandings, communications and representations, whether oral or written, with regard to this Agreement's subject matter. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns. This Agreement may not be amended except in a writing signed by both Parties hereto.

Identification. Client attests that they are of Legal Representative of Event, authorized to bind the Contract. Client has provided accurate and complete information as required.

Assignment. Cornerstone may assign or subcontract its rights or obligations hereunder to any other person.

Governing Law. The internal laws of the State of Wisconsin will govern all matters arising out of or relating to this Agreement, including without limitation its interpretation, construction, performance, and enforcement, without regard to any rules of construction concerning the persons drafting this Agreement and without regard to such State's principles of conflict of laws.

Compliance with Laws. The Parties will comply with all applicable laws, regulations and ordinances of the United States, the State of Wisconsin, and the relevant municipality, including without limitation the Americans with Disabilities Act as currently amended.

Survival. The agreements and obligations of the Parties pursuant to Limitation of Liability, Relationship of the Parties, Entire Agreement, Assignment, Governing Law, Compliance with Laws, Mutual Indemnification, Legal Ownership, & Return of the Property hereof will survive

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the expiration or termination of this Agreement. Notwithstanding the foregoing, if this Agreement is terminated in connection with a breach, such termination will not relieve the breaching Party from its obligations that accrued prior to or in connection with such breach.

Execution of Agreement. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument. Such counterparts may be transmitted between the parties as pdf or other accurate and legible images, provided that any party who so transmits such an image to another party hereby warrants and certifies that the signature on such counterpart is genuine and that the signer thereof is fully authorized to execute this Agreement.

The Parties have executed this Agreement as of the Effective Date.

CORNERSTONE PROCESSING SOLUTIONS, INC.	**CLIENT:**
By: (Sign Here)	By: (Sign Here)
Name: Tiara Rain	Name:
Title: Business Manager	Title:

Event / On-Site Contact:

_____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **July 18, 2023**

DEPARTMENT: **Human Resources**

FROM: **Shannon Metzler**

SUBJECT: **Resolution #23-68 Amending Sections 3, 4, 6, 7 and 10 of the City of De Pere Employee Policy Manual.**

ATTACHMENTS:

- Reso23-68 (PDF)
- 2023 Policy Updates to Finance and Council - Accepted 7.2023(PDF)
- 2023 Policy Updates Memo to Finance and Council 7.2023 (PDF)
- 2023 Policy Updates Redline to Finance and Council 7.2023 (PDF)

RESOLUTION #23-68

AMENDING SECTIONS 3, 4, 6, 7 AND 10 OF THE
CITY OF DE PERE EMPLOYEE POLICY MANUAL

WHEREAS, the Finance/Personnel Committee has reviewed the proposed changes to the Employee Policy Manual as recommended by the Human Resources Department to remain competitive and current within the workforce and to address the needs of City employees; and

WHEREAS, the Committee recommends approval of such changes as more fully set forth below.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves and adopts the following amendments to Sections 3, 4, 6, 7 and 10 of the City of De Pere Employee Policy Manual as is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED THAT:

All City officers, officials 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 18th day of July, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 07/11/2023

3.3 Purchasing/Authorized Spending

H. Surplus Property Policy

City property is declared surplus when it is no longer necessary, practical, or economical to be retained by the City. Department Heads are responsible for identifying surplus items in their departments and arranging for their sale or disposal. Once a Department Head has identified surplus property, he or she should determine if the item is of use to another department. Items may be sold prior to the end of their useful life if it is determined that it is in the City's best interest to take advantage of the current salvage value of the item. If an item is sold or donated, City employees should not receive preferential access compared to the general public. The City Administrator and Assistant City Administrator have the authority to approve or deny the proposed use or sale of surplus property.

If the surplus property has no further economic use to the City, the Department Head should determine the best disposal method and forward a recommendation to the City Administrator. This policy does not apply to the disposal of abandoned property acquired through police or statutory action.

3.4 Expressions of Sympathy

In the event of a death of an active regular part or full-time employee, elected official, active regular part or full-time employee's or elected official's immediate family (child, spouse, parent, step-parent, parent-in-law, guardian, step-child, domestic partner, sibling, son or daughter-in-law, or grandchild), an active board, commission, or committee member, an active non-benefit eligible employee or a former regular employee that worked for the City within the past 3 years, the department may send an expression of compassion (e.g., flowers, plant, etc.) In the event of extended hospitalization of an active regular part or full-time employee the department may send an expression of compassion. The gift will be paid for by the City and will be signed from the City of De Pere in general. Departments should order the item from De Pere Greenhouse (or a greenhouse closest to the delivery location) for up to $75, plus the delivery amount. The bill should be sent to the Human Resources Department and will be paid out of the sundry account.

4.9 Dress Code/Appearance and Demeanor

C. Personal Property Loss: The City, at its discretion, may pay for the repair, replacement, or cleaning of personal property that is damaged at work due to extraordinary and unexpected circumstances which are beyond the employee's control and arise unexpectedly, resulting in damage. The policy covers the repair, replacement, or cleaning of personal property that is damaged exclusively due to extraordinary and unexpected circumstances directly related to the employee's work responsibilities. Employees are expected to take reasonable care of their personal property and minimize the risk of damage to the extent possible, therefore normal wear and tear, deliberate damage, or personal property damage caused by personal negligence or misconduct are not covered under this policy.

Employees must report personal property damage caused by extraordinary and unexpected circumstances to their immediate supervisor as soon as possible. The employee should submit a written request to the Human Resources Director which includes details of the incident, nature of the damage, any supporting evidence (if available), if the employee intends to repair, replace, or send for professional cleaning, and estimates from repair shops or vendors specifying the cost of repair, replacement or cleaning of the damaged property. Approval for repair, replacement, or cleaning will be granted, up to the actual cost of repair, replacement, or cleaning, if the Human Resources Director determines that the damage was due to extraordinary and unexpected circumstances during the course of the employee's work responsibilities.

6.7 Emergency Pay

If an employee works for an emergency related reason outside of the normal working hours, they may be entitled to pay at time and one-half, except on holidays or observed holidays where they may be entitled to double time. An employee may be paid emergency pay during their normal working hours if an employee is on paid time off, excluding sick leave, (that was approved at least two weeks prior to the emergency) and is asked to cancel their time off and work during the emergency. If the employee performs non-emergency work outside of the normal working hours, they are paid straight time, unless the employee has worked more than 40 hours during that week or the employee has worked on a holiday or observed holiday.

6.9 Compensation Policy

B. Program: Newly hired employees may be placed administratively anywhere in the assigned range. In determining an appropriate starting rate, consideration shall be given to the experience, education, previous earnings of the candidate and other job-related factors. Hiring above the range minimum requires the approval of the Human Resources Director. Hiring above Step 6 (control point) requires approval of the City Administrator. The City Administrator has the ability to increase an employee's wage for retention purposes or when a recruitment will provide a new employee in the same position with similar experience a higher wage.

6.13 Employee Travel Time

Employees in positions classified as non-exempt (overtime eligible) under the Fair Labor Standards Act may be eligible for compensation for the time they spend traveling. If the employee receives compensation depends on the kind of travel and whether the travel time takes place within normal work hours.

"Normal work hours," for the purposes of this policy, are defined as an employee's regularly scheduled work hours (e.g., 7:30 a.m. to 5:00 p.m.). This definition applies to normal workdays (Monday through Friday) and to weekends (Saturday and Sunday).

"Travel time" is defined according to the type of travel involved:

- Travel for a one-day assignment in another city: When an employee must travel out of town for work but returns home the same day, all the time spent traveling during the day is considered hours worked, regardless of the employee's normal work hours, except for the time the employee would normally spend commuting to and from the regular worksite.
- Travel during the workday: Time spent by an employee traveling as part of their regular job duties, such as travel from jobsite to jobsite during the workday, is work time and will be paid as such.
- Travel away from home: Travel that keeps an employee away from home overnight is travel away from home. Travel time, regardless of the day of the week, is treated as hours worked. When an employee travels between time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours. Time spent waiting at a terminal until arrival at the destination is considered hours worked.
- If an employee requests a specific travel itinerary or mode of transportation that is different from the one authorized by the City, only the estimated travel time associated with the itinerary and mode of transportation that has been authorized will be eligible for compensation. For example, if an employee drives a car as a matter of personal preference when an authorized flight or other travel mode is available, and the travel time by car would exceed that of the authorized mode, only the estimated travel time associated with the authorized mode will be compensated.

Non-exempt employees shall obtain approval from their supervisor to travel outside of their normal work hours prior to traveling.

All employees are responsible for accurately tracking, calculating, and reporting travel time on their time entry in accordance with this policy.

7.14 Bereavement Leave

An employee will be allowed a maximum leave with pay for the following relation to the employee when there is a death in the family:

5 days: spouse or child

3 days: parent, legal guardian, step-child, domestic partner (for employees that registered for domestic partnership and were employed prior to April 1, 2018), sibling, half sibling, or employee's grandchild

2 days: step-sibling, parent in-law, employee or spouse's step-parent, spouse's legal guardian, daughter-in-law, son-in-law, or employee's grandparent

1 day: employee or spouse's sister-in-law or brother-in-law, spouse's son or daughter-in-law, spouse's step or half-sibling, employee or spouse's aunt or uncle, employee or spouse's niece or nephew, spouse's grandchild, spouse's grandparent

7.19 Compassion Leave

The city recognizes that employees may face emergency situations or other extenuating circumstances that require time away from work. To support employees during difficult times, the Human Resources Director in conjunction with the City Administrator may approve regular full-time and part-time employees, up to 40 hours per year of compassion leave. Employees may be approved for compassion leave for reasons such as loss of pregnancy after 20 weeks (stillbirth), situations which result in the loss of habitat such house fire, etc. Compassion leave is not intended to be a used for situations of illness or injury. Request for leave shall be in writing and must be approved by the Human Resources Director and City Administrator.

10.2 Employee Travel

B. Transportation Expenses: Transportation expenses will be reimbursed on the most economical mode of transportation and most commonly traveled route consistent with the purpose of the trip. An employee will be reimbursed mileage for authorized personal vehicle use to and from the event based upon the distance from the employee's normal work location to the event location or the employee's home to the event location, whichever is closer. Coach airfare will be reimbursed if the cost of airfare is less than the mileage expenses as calculated pursuant to Section 10.1 Mileage Reimbursement.

Employees may accept and retain frequent flyer miles and compensation for denied boarding, for their personal use. Individuals may not deliberately patronize a single airline to accumulate frequent flyer miles if a less expensive comparable ticket is available on another airline.

C. Rental Cars: A vehicle may be rented when renting would be more advantageous to the City than other means of commercial transportation, such as using a taxi. Advance reservations should be made whenever possible, and a compact or economy model requested. The employee is responsible to obtain the best available rate. On rental vehicles used in the United States, charges for additional insurance are not allowable, including any charge for a collision damage waiver; rental vehicles are covered for liability and physical damage under the City's liability insurance. Employees should bring a universal auto ID card with them if renting a vehicle. Universal auto ID cards can be obtained from the Clerk's Office.

10.4 Tuition Reimbursement

The City recognizes that skills and knowledge are critical to the success of the organization. An educational incentive plan is available to regular full-time and part-time employees who wish to improve their professional and educational level.

The tuition reimbursement program may contribute to the cost of tuition (or certification) and may provide for incentive pay based on the number of credits achieved. It is designed to encourage personal development through formal education so employees can improve skills or obtain a broader educational background, which should reflect itself in job performance. Tuition reimbursement is subject to the approval of the department head and the Human Resources Director. Although tuition reimbursement is expected to enhance performance and professional abilities, there is no guarantee that participation in formal education will entitle an employee to automatic advancement, a different job assignment, or pay increases. The tuition reimbursement program is not available to police and fire union represented employees unless specifically allowed under the employee's labor agreement.

The employee shall request education cost reimbursement in writing. In order to be eligible for reimbursement, such request must be conditionally approved in writing prior to enrollment in any program or course. The request shall include a description of the anticipated course, summary of anticipated expenses and probable time schedule. The employee shall forward the request to the Human Resources Department, who will consider all requests on a first come basis. The Human Resources Department shall review the request and determine eligibility based upon meeting one of the following criteria:

A. The course is job-related within the existing position held;

B. The course is part of a job-related degree program in which the employee is enrolled; and

C. The course will improve a job area of improvement or deficiency.

Approval shall be conditioned upon satisfactory completion of the education program and shall be given by means of written notification.

In order to be eligible for reimbursement, satisfactory completion of the education program shall be determined as follows:

- A passing grade if on a pass/fail system.
- A grade of "A," "B," or "C" on a graded system; a grade of "D" or "F" will be considered unsatisfactory, and the employee shall not be eligible for reimbursement.

Eligible expenses for reimbursement under the terms of this Section may consist of part or all of tuition, fees and necessary books, and other educational materials. The maximum tuition reimbursement shall be $2,000 per year per employee. The tuition reimbursement shall be considered to be expended in the calendar year in which the employee completes the class. If the funds available are expended prior to any further appropriation, then the reimbursement program may be suspended without recourse or reimbursement.

Employees must complete coursework on their own time. If a required class is available only during regularly scheduled work hours, the employee may submit a request for an alternative work schedule, subject to approval from their supervisor and department head.

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee
From: Tracy Hood, Human Resources Generalist
Date: July 11, 2023

RE: Recommendation and Possible Action to Approve Various Changes to the City Policy Manual*

Note: At the July 11, 2023, Finance/Personnel Committee the below recommendation was approved unanimously.

To remain competitive and current with the workforce and needs of the employees, we periodically recommend changes to the *Employee Policy Manual*. There are a number of changes we will be making to clarify language, however; the below recommendations change the intent of the language and therefore requires formal approval. Listed below is a summary of the changes. The attached document has track changes excerpts of the policy manual.

3.3 (H) Surplus Property Policy

- Removed that, when an item has no further economic use to the City, the Department Head should provide the Finance Department with a description of the item, the quantity disposed of, and the sale price.
- Removed that the Finance Department will provide an annual report to the City Council on surplus items.
- This is outdated language. It has not been the practice for a number of years.

3.4 Expression of Sympathy

- Added ability to send an expression of sympathy for the death of a son or daughter-in-law or active non-benefit eligible employee.

4.9 Dress Code/Appearance and Demeanor

- Added that the City, with the approval of the Human Resources Director, may pay for the repair, replacement, or cleaning of personal property that is damaged at work due to extraordinary and unexpected circumstances which are beyond the employee's control and arise unexpectedly, resulting in damage. Normal wear and tear or damage caused by personal negligence or misconduct would not be covered by this policy.

6.7 Emergency Pay

- Added an employee may be paid emergency pay during their normal working hours if an employee is on paid time off, excluding sick leave, (that was approved at least two weeks prior to the emergency) and is asked to cancel their time off and work during the emergency. Discussion with the departments on changing this policy was had in November of 2022, however it isn't efficient to bring stand alone policies forward, therefore we waited until we had a more changes to bring it forward. For that reason, we are asking for this policy to be approved retroactive to November 15, 2022.

6.9 Compensation Policy

- Added the ability for the City Administrator to increase a current employee's wage when a recruitment will provide a new employee in the same position as an existing employee with similar experience a higher wage.

6.13 Employee Travel Time

- Added a new section to identify when an employee may be eligible for compensation for the time they spend traveling.

7.14 Bereavement Leave

- Removed reference to spouse in main paragraph and added specific relationships in the policy.
- Added two days of bereavement leave for a daughter or son-in-law.

7.19 Compassion Leave

- Added the ability, with the approval of the Human Resources Director and City Administrator, to allow up to 40 hours per year of compassion leave for employees who face traumatic emergency situations such as pregnancy loss after 20 weeks, or who suffer loss of habitat, such as a house fire. Compassion leave is not intended to be used for illness or injury.

  The City has an unpaid paid leave of absence policy that employees could use for similar situations. With the exception of medical situations, which would not be covered under this policy, in at least the past 13 years there have been no employees that have used unpaid leave.

10.2 Employee Travel

- Added that employees may accept and retain frequent flyer miles and compensation for denied boarding, for their personal use. Individuals may not deliberately patronize a single airline to accumulate frequent flyer miles if a less expensive comparable ticket is available on another airline.
- Added clarification that employees may rent a car when it's more advantageous than other means of transportation.

10.4 Tuition Reimbursement

- The Human Resources Department has historically set the maximum tuition reimbursement amount each year for non-represented employees, which has been $1,000 per employee, per calendar year. The tuition reimbursement maximum has not been in the policy manual therefore we are recommending adding the annual maximum to the policy manual and increasing it to $2,000 per employee, per calendar year.
- Added clarification that classes must be taken on the employee's own time.
- Clarified that tuition reimbursement counts toward the calendar year in which the class was taken.

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

3.3 Purchasing/Authorized Spending

H. Surplus Property Policy

City property is declared surplus when it is no longer necessary, practical, or economical to be retained by the City. Department Heads are responsible for identifying surplus items in their departments and arranging for their sale or disposal. Once a Department Head has identified surplus property, he or she should determine if the item is of use to another department. Items may be sold prior to the end of their useful life if it is determined that it is in the City's best interest to take advantage of the current salvage value of the item. If an item is sold or donated, City employees should not receive preferential access compared to the general public. The City Administrator and Assistant City Administrator have the authority to approve or deny the proposed use or sale of surplus property.

~~Once a Department Head has identified surplus property, he or she should determine if the item is of use to another department.~~ If the surplus property has no further economic use to the City, the Department Head should determine the best disposal method and forward a recommendation to the City Administrator. ~~Upon the City Administrator's approval, the Department Head should proceed with the disposal and provide the Finance Department with a description of the item, the quantity disposed of, and the sale price.~~ This policy does not apply to the disposal of abandoned property acquired through police or statutory action. ~~The Finance Department will provide information in the Annual Report to the City Council on surplus items.~~

3.4 Expressions of Sympathy

In the event of a death of an active regular part or full-time employee, elected official, ~~his or her~~active regular part or full-time employee's or elected official's immediate family (child, spouse, parent, step-parent, parent-in-law, guardian, step-child, domestic partner, sibling, son or daughter-in-law, or grandchild), an active board, commission, or committee member, an active non-benefit eligible employee or a former regular employee that worked for the City within the past 3 years, the department may send an expression of compassion (e.g., flowers, plant, etc.) In the event of extended hospitalization of an active regular part or full-time employee the department may send an expression of compassion. The gift will be paid for by the City and will be signed from the City of De Pere in general. Departments should order the item from De Pere Greenhouse (or a greenhouse closest to the delivery location) for up to $75, plus the delivery amount. The bill should be sent to the Human Resources Department and will be paid out of the sundry account.

4.9 Dress Code/Appearance and Demeanor

C. Personal Property Loss: The City, at its discretion, may pay for the repair, replacement, or cleaning of personal property that is damaged at work due to extraordinary and unexpected circumstances which are beyond the employee's control and arise unexpectedly, resulting in damage. The policy covers the repair,

replacement, or cleaning of personal property that is damaged exclusively due to extraordinary and unexpected circumstances directly related to the employee's work responsibilities. Employees are expected to take reasonable care of their personal property and minimize the risk of damage to the extent possible, therefore normal wear and tear, deliberate damage, or personal property damage caused by personal negligence or misconduct are not covered under this policy.

Employees must report personal property damage caused by extraordinary and unexpected circumstances to their immediate supervisor as soon as possible. The employee should submit a written request to the Human Resources Director which includes details of the incident, nature of the damage, any supporting evidence (if available), if the employee intends to repair, replace, or send for professional cleaning, and estimates from repair shops or vendors specifying the cost of repair, replacement or cleaning of the damaged property. Approval for repair, replacement, or cleaning will be granted, up to the actual cost of repair, replacement, or cleaning, if the Human Resources Director determines that the damage was due to extraordinary and unexpected circumstances during the course of the employee's work responsibilities.

6.7 Emergency Pay

If an employee works for an emergency related reason outside of the normal working hours, they may be entitled to pay at time and one-half, except on holidays or observed holidays where they may be entitled to double time. An employee may be paid emergency pay during their normal working hours if an employee is on paid time off, excluding sick leave, (that was approved at least two weeks prior to the emergency) and is asked to cancel their time off and work during the emergency. If the employee performs non-emergency work outside of the normal working hours, they are paid straight time, unless the employee has worked more than 40 hours during that week or the employee has worked on a holiday or observed holiday.

6.9 Compensation Policy

B. Program: Newly hired employees may be placed administratively anywhere in the assigned range. In determining an appropriate starting rate, consideration shall be given to the experience, education, previous earnings of the candidate and other job-related factors. Hiring above the range minimum requires the approval of the Human Resources Director. Hiring above Step 6 (control point) requires approval of the City Administrator. The City Administrator has the ability to increase an employee's wage for retention purposes or when a recruitment will provide a new employee in the same position with similar experience a higher wage.

6.13 Employee Travel Time

Employees in positions classified as non-exempt (overtime eligible) under the Fair Labor Standards Act may be eligible for compensation for the time they spend traveling. If the employee receives compensation depends on the kind of travel and whether the travel time takes place within normal work hours.

"Normal work hours," for the purposes of this policy, are defined as an employee's regularly scheduled work hours (e.g., 7:30 a.m. to 5:00 p.m.). This definition applies to normal workdays (Monday through Friday) and to weekends (Saturday and Sunday).

"Travel time" is defined according to the type of travel involved:

- Travel for a one-day assignment in another city: When an employee must travel out of town for work but returns home the same day, all the time spent traveling during the day is considered hours worked, regardless of the employee's normal work hours, except for the time the employee would normally spend commuting to and from the regular worksite.
- Travel during the workday: Time spent by an employee traveling as part of their regular job duties, such as travel from jobsite to jobsite during the workday, is work time and will be paid as such.
- Travel away from home: Travel that keeps an employee away from home overnight is travel away from home. Travel time, regardless of the day of the week, is treated as hours worked. When an employee travels between time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours. Time spent waiting at a terminal until arrival at the destination is considered hours worked.
- If an employee requests a specific travel itinerary or mode of transportation that is different from the one authorized by the City, only the estimated travel time associated with the itinerary and mode of transportation that has been authorized will be eligible for compensation. For example, if an employee drives a car as a matter of personal preference when an authorized flight or other travel mode is available, and the travel time by car would exceed that of the authorized mode, only the estimated travel time associated with the authorized mode will be compensated.

Non-exempt employees shall obtain approval from their supervisor to travel outside of their normal work hours prior to traveling.

All employees are responsible for accurately tracking, calculating, and reporting travel time on their time entry in accordance with this policy.

7.14 Bereavement Leave

An employee will be allowed a maximum leave with pay for the following relation to the employee ~~and the employee's spouse~~ when there is a death in the family ~~(the same number of days applies regardless if relation is to employee or spouse, unless the relation is specifically identified)~~:

5 days: spouse or child

3 days: parent, legal guardian, step-child, domestic partner (for employees that registered for domestic partnership and were employed prior to April 1, 2018), sibling, half sibling, or employee-'s grandchild

2 days: step-sibling, parent in-law, employee or spouse's step-parent, spouse's legal guardian, daughter-in-law, son-in-law, or employee's grandparent

1 day: employee or spouse's sister-in-law or brother-in-law, spouse's son or daughter-in-law, spouse's step or half-sibling, employee or spouse's aunt or uncle, employee or spouse's niece or nephew, spouse's grandchild, spouse's grandparent

7.19 Compassion Leave

The city recognizes that employees may face emergency situations or other extenuating circumstances that require time away from work. To support employees during difficult times, the Human Resources Director in conjunction with the City Administrator may approve regular full-time and part-time employees, up to 40 hours per year of compassion leave. Employees may be approved for compassion leave for reasons such as loss of pregnancy after 20 weeks (stillbirth), situations which result in the loss of habitat such house fire, etc. Compassion leave is not intended to be a used for situations of illness or injury. Request for leave shall be in writing and must be approved by the Human Resources Director and City Administrator.

10.2 Employee Travel

B. Transportation Expenses: Transportation expenses will be reimbursed on the most economical mode of transportation and most commonly traveled route consistent with the purpose of the trip. An employee will be reimbursed mileage for authorized personal vehicle use to and from the event based upon the distance from the employee's normal work location to the event location or the employee's home to the event location, whichever is closer. Coach airfare will be reimbursed if the cost of airfare is less than the mileage expenses as calculated pursuant to Section 10.1 Mileage Reimbursement.

Employees may accept and retain frequent flyer miles and compensation for denied boarding, for their personal use. Individuals may not deliberately patronize a single airline to accumulate frequent flyer miles if a less expensive comparable ticket is available on another airline.

~~B.~~C. Rental Cars: A vehicle may be rented when renting would be more advantageous to the City than other means of commercial transportation, such as using a taxi. Advance reservations should be made whenever possible, and a compact or economy model requested. The employee is responsible to obtain the best available rate. On rental vehicles used in the United States, charges for additional insurance are not allowable, including any charge for a collision damage waiver; rental vehicles are covered for liability and physical damage under the City's liability insurance. Employees should bring a universal auto ID card with them if renting a vehicle. Universal auto ID cards can be obtained from the Clerk's Office.

10.4 Tuition Reimbursement

The City recognizes that skills and knowledge are critical to the success of the organization. An educational incentive plan is available to regular full-time and part-time employees who wish to improve their professional and educational level.

The tuition reimbursement program may contribute to the cost of tuition (or certification) and may provide for incentive pay based on the number of credits achieved. It is designed to encourage personal development through formal education so employees can improve skills or obtain a broader educational background, which should reflect itself in job performance. Tuition reimbursement is subject to the approval of the department head and the Human Resources Director. Although tuition reimbursement is expected to enhance performance and professional abilities, there is no guarantee that participation in formal education will entitle an employee to automatic advancement, a different job assignment, or pay increases. The tuition reimbursement program is not available to police and fire union represented employees unless specifically allowed under the employee's labor agreement.

The employee shall request education cost reimbursement in writing. In order to be eligible for reimbursement, such request must be conditionally approved in writing prior to enrollment in any program or course. The request shall include a description of the anticipated course, summary of anticipated expenses and probable time schedule. The employee shall forward the request to the Human Resources Department, who will consider all requests on a first come basis. The Human Resources Department shall review the request and determine eligibility based upon meeting one of the following criteria:

A. The course is job-related within the existing position held;

B. The course is part of a job-related degree program in which the employee is enrolled; and

C. The course will improve a job area of improvement or deficiency.

Approval shall be conditioned upon satisfactory completion of the education program and shall be given by means of written notification.

In order to be eligible for reimbursement, satisfactory completion of the education program shall be determined as follows:

- A passing grade if on a pass/fail system.
- A grade of "A," "B," or "C" on a graded system; a grade of "D" or "F" will be considered unsatisfactory, and the employee shall not be eligible for reimbursement.

Eligible expenses for reimbursement under the terms of this Section may consist of part or all of tuition, fees and necessary books, and other educational materials. The maximum tuition reimbursement shall be $2,000 per year per employee. The tuition reimbursement shall be considered to be expended in the calendar year in which the employee completes the class. If the funds available are expended prior to any further appropriation, then the reimbursement program may be suspended without recourse or reimbursement.

Employees must complete coursework on their own time. If a required class is available only during regularly scheduled work hours, the employee may submit a request for an alternative work schedule, subject to approval from their supervisor and department head.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #23-69 Authorizing Agreement Between the City of De Pere and McGrath Human Resources Group (Job Description Update).**

ATTACHMENTS:

- Reso23-69 (PDF)
- Memo to Finance to hire McGrath to update descriptions (PDF)
- De PereJob Description Draft Agreement 6.19.23 with McGrath (PDF)

RESOLUTION #23-69

AUTHORIZING AGREEMENT BETWEEN THE CITY OF DE PERE AND MCGRATH HUMAN RESOURCES GROUP
(Job Description Update)

WHEREAS, as part of its recurring comprehensive review of its Employee Classification and Compensation Plan, the City is in need of a consultant to review and rewrite/update job descriptions for all of its positions, including new classification(s) developed during the 2022 compensation study to ensure that job descriptions accurately reflect the required skills and responsibilities of each position, as well as the evolving needs of the City; and

WHEREAS, McGrath Human Resources Group has available and offers to provide personnel necessary to accomplish the same within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Agreement Between the City of De Pere and McGrath Human Resources Group, as is attached hereto.

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 18th day of July, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 7/11/2023

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

Date: July 11, 2023

RE: Recommendation and Possible Action to hire McGrath Human Resources Consulting Group to Update the City's Job Descriptions

Note: At the July 11, 2023, Finance/Personnel Committee the below recommendation was approved unanimously.

The Human Resources Department is seeking approval to have McGrath Human Resources Group update the City's job descriptions. The City Council approved contracting with Baker Tilly in 2022 to update job descriptions, however that work was not completed.

This project aims to ensure our job descriptions accurately reflect the required skills and responsibilities of each position, as well as the evolving needs of the City. Updating the job descriptions will enable the City to attract highly skilled candidates who possess the specific capabilities needed for each position. It will also provide a clear framework for performance expectations, career progression, and professional development. Accurate and up to date job descriptions serve as a foundation for things such as: fair and equitable HR practices, recruitment, performance management, compensation, etc.

The time from start of document drafts to the date the City receives all draft documents is estimated at 12 weeks.

The funding for this project will come from funds that were carried over from the 2022 budget due to this project not being completed by Baker Tilly during their compensation study. The amount carried over was $10,000. McGrath's current rate for job description development is $195 per document. We plan to have up to 50 documents updated, totaling $9750.

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

McGrath
HUMAN RESOURCES GROUP

To: Stephanie O'Brien
Talent Acquisition Specialist

From: Victoria McGrath, Ph.D., SPHR
CEO

Date: June 5, 2023

Re: Job Description Quote

Thank you for the opportunity to submit our qualifications to develop job descriptions for the City of DePere.

The Firm can either update the current job descriptions in their current format, or the Firm can completely rewrite all job descriptions with a tailored yet standardized and compliant format to meet the needs and desires for the City. The template is developed cooperatively between the City and McGrath. Any descriptions that are updated will be submitted in draft form and one edit is included in the price before being turned over to the organization as final.

Job Description Development

1. Development of a new job description template for approval by the City (if desired by the City)
2. Full rewrite and update existing job descriptions provided in the Compensation Study.
3. Develop of new job descriptions for new classifications developed during the last Compensation Study utilizing the same template described above for new documents job descriptions.
4. Any descriptions that are developed/updated will be submitted to the City in draft form and one edit is included in the price before being turned over to the City as final.

Proposed Timeline

Given McGrath's current project commitments, job descriptions can be started in late August/early September. Once the template has been developed and approved by the City, the time from start of document drafts to the date the City receives all draft documents is estimated at 12-weeks.

Cost Proposal

We have identified the final project could result in up to 50 documents. The current rate for job description development is $195 per document. Assuming 50 job descriptions, the estimated total cost is $9,750. This amount will be adjusted based upon the actual number of job descriptions developed.

Terms of Payment for job description projects are $2,000 at start of the project, and the balance upon receipt of all draft job descriptions.

Please contact me with any questions or clarifications.

Agreement

The City and Consultant hereby agree to the completion of Job Descriptions for City positions.

The City in consideration of the performance of these services agrees to pay the Consultant the total contract amount of $9,750- $195 per job title. The project will begin in late August/early September. Travel expenses, if needed, will be billed for actual expenses incurred on the final billing. Travel expenses will be for airfare, hotel, car rental, and meals. Payment will be in the following manner:

- $2,000 at the start of the project;
- $7,750 plus/minus the actual number of job titles upon submission of all draft job descriptions; plus travel expenses.
- Payment is due within 30 days of receipt.

City of De Pere

By: _____

Title: _____

Date: _____

McGrath Human Resources Group

By:

Title: CEO

Date: June 19, 2023

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **July 18, 2023**

DEPARTMENT: **Plan Commission**

FROM: **Peter Schleinz**

SUBJECT: **Resolution #23-70 Authorizing street name changes and naming of the Southern Bridge "Arthur J. Altmeyer Bridge" (Southbridge Road, Red Maple Road and Rockland Road to _____).**

On June 26, 2023, Plan Commission unanimously recommended approval for the bridge name "Arthur J. Altmeyer" by a vote of 7-0. The recommendation included reviewing the Plan Commission members individually considering an additional street name(s) to be submitted to Staff and Mayor Boyd two weeks prior to July 18, 2023, with the final street name decision being made by Common Council.

ATTACHMENTS:

- Reso23-70 (PDF)
- Memo to CC - Street Name Changes and Future Bridge Names (DOCX)

RESOLUTION #23-70

AUTHORIZING STREET NAME CHANGES AND NAMING OF THE
SOUTHERN BRIDGE "ARTHUR J. ALTMEYER BRIDGE"
(Southbridge Road, Red Maple Road and Rockland Road to _____)

WHEREAS, the Southern Bypass has been planned in Brown County, which will connect I-41 to Monroe Road (County Highway GV) and create a new bridge that crosses the Fox River in the City of De Pere; and

WHEREAS, to minimize confusion and improve wayfinding, it is proposed that the roads impacted by the development: Southbridge Road, Red Maple Road and Rockland Road be renamed _____, as these roads will be connected in creation of the Southern Bypass; and

WHEREAS, in honor of his role in establishing the Social Security program, it is recommended that the Southern Bridge be named after the first Commissioner of the Social Security Administration, Arthur J. Altmeyer, who was born De Pere, and be called the "Arthur J. Altmeyer Bridge"; and

WHEREAS, §236.295 Wis. Stats. requires the Common Council to consent to such name changes; and

WHEREAS, the Plan Commission has reviewed such request and recommends approval thereof, subject to the condition that the west side street names be changed upon completion of the interchange and the east side road change upon completion of Project Segments 3-5 and be added to the Official Map as "future road."

NOW THEREFORE, BE IT RESOLVED THAT:

The Common Council approves and authorizes the change in street names from Southbridge Road, Red Maple Road and Rockland Road to _____ _____.

BE IT FURTHER RESOLVED:

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 18th day of July, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: ____
Nays: ____
Board/Committee Approval: 06/26/2023

CITY OF DE PERE
MEMO

To: James Boyd, Mayor
Common Council Members
From: Peter Schleinz, Senior Planner | Zoning Administrator
Date: July 18, 2023

RE: **Recommendation from Plan Commission to change three street names and establish a name for a future bridge within the City of De Pere: Southbridge Road, part of Red Maple RD, and Rockland RD changing to a name to be decided by Common Council, and a future bridge between Red Maple RD and Rockland RD being named Arthur J. Altmeyer Bridge.**

Summary:
The Southern Bypass has been planned in Brown County, which will connect I-41 to Monroe RD (CTH GV). Part of the Southern Bypass in De Pere includes the existing Southbridge Road, part of Red Maple RD, Rockland RD, and a new bridge that crosses the Fox River. To minimize confusion due to multiple names for the same bypass, the following street name changes and future bridge name are proposed:

1. Southbridge RD changing to a name to be decided by Common Council *(red line on map);*
2. Part of Red Maple RD changing to a name to be decided by Common Council *(blue line on map);*
3. Future bridge between Red Maple RD and Rockland RD being named Arthur J. Altmeyer Bridge *(orange line on map);*
4. Rockland RD changing to changing to a name to be decided by Common Council *(green line on map)*.

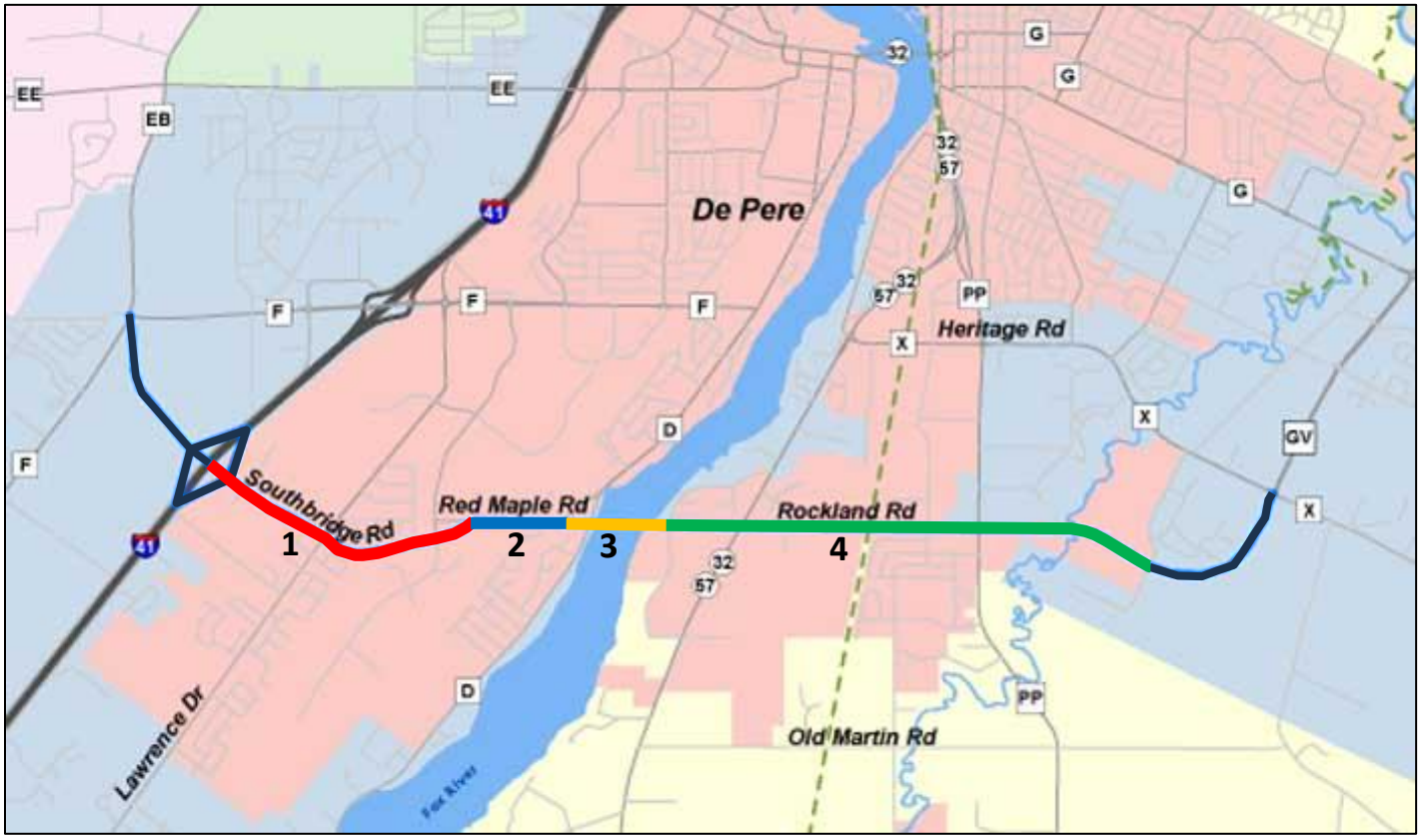
The Reason for the City Selected Bridge Name:
At the recommendation of the De Pere Historical Society, the Mayor, and City Staff, and Plan Commission, the bridge name, 'Arthur J. Altmeyer Bridge' has been selected due to his role in establishing the Social Security program. Arthur J. Atlmeyer was born in De Pere, referred to by President Roosevelt as Mr. Social Security, and was the first Commissioner of the Social Security Administration.

Plan Commission Recommendation:
Plan Commission was unable to unanimously recommend one street name during the June 26, 2023 Plan Commission meeting. Plan Commission agreed to individually consider names for submittal to Mayor Boyd, two weeks prior to the July 18, 2023 Common Council meeting, for a final decision to be made by Common Council.

Plan Commission recommended the future bridge name Arthur J. Altmeyer Bridge.

If an approval is made by Common Council, it should include the following two conditions:

1. West side street names do not change name until the interchange is complete, and the east side street names do not change until project segments 3-5 are complete.
2. Add name(s) to the official map as "future road".


De Pere
Heritage Rd
Southbridge Rd
Red Maple Rd
Rockland Rd
Old Martin Rd
Lawrence Dr
Fox River
1
2
3
4
EE
EB
41
F
D
G
X
PP
GV
32
57

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #23-71 Authorizing Facility Rental Agreement Between the City of De Pere and the De Pere Unified School District of De Pere.**

The Board of Park Commissioners, at the June 15, 2023 meeting, approved the Amendment to the Facility Use Agreement with the De Pere Unified School District. The motion was approved unanimously, with a 7-0 vote.

ATTACHMENTS:

- Reso23-71 (PDF)
- Memo.De Pere School District.Management Fee (PDF)
- De Pere School District.Maintence Fee.Agreemennt Amendment (PDF)

RESOLUTION #23-71

AUTHORIZING FACILITY RENTAL AGREEMENT BETWEEN THE CITY OF DE PERE
AND THE UNIFIED SCHOOL DISTRICT OF DE PERE

WHEREAS, pursuant to Resolution #15-63, the City and the Unified School District of De Pere (USDD) are parties to a Lease Agreement for City's use of USD facilities for various recreation classes; and

WHEREAS, the USD wishes to cooperate in allowing City to continue to utilize its facilities, and has requested an amendment to the original Lease Agreement to provide for a yearly maintenance fee, which will be used to maintain equipment and USDD facilities, in accordance with the terms and conditions of the Facility Rental Agreement as is attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Director of Parks, Recreation & Forestry is hereby authorized and directed to execute the attached USSD Facility Rental Agreement, together with such subsequent renewals as may be required, provided the terms and conditions are substantively similar and sufficient funds have been budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of July, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/15/2023

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date June 15, 2023

RE: Amendment to Facility Use Agreement with De Pere Unified School District

We were just recently informed of a Management Fee the De Pere Unified School District was going to implement for the purpose of replacing deteriorating supplies and equipment that are used by renters. We requested the fee be included as part of our Facility Use Agreement with them. Included in your packet is a revised facility use agreement with De Pere Unified School District for using the High School.

This money is currently not budgeted for, however we do believe we can consume the amount for this particular fee within our budget.

Unified School District of De Pere
Facility Rental Agreement

Rental Use Charge for: _De Pere Park & Rec Classes__ Total cost: **$250.00**
Name of event **($18,150.00 Waived)**

Facility (check building(s): _X_ High School ___ Middle School ___ Foxview ____ Altmayer ___ Dickinson ___ Heritage

Areas of Use: ____Student Resource Center_____

Date(s): M/T/W Sept 18, 2023-Mar 6, 2024 Time (start and end): 4:15-8:00pm **Total hours:** 247.50
**No class: Oct. 31, 2023; Nov 22, 2023; Dec. 19, 20, 25-27, 2023; and Jan. 1 and 15, 2024.

Group/Level Rental: _____N/A___

Building Use Fees:	SRC	$50 per day (66 days)	**$3,300.00 Waived**
	Supervision	$30 per hour (247.50 hours)	**$7,425.00 Waived**
	Custodial	$30 per hour (247.50 hours) (custodial coverage details here)	**$7,425.00 Waived**
	Yearly Maintenance Fee*		**$250.00**

*Fee is used to maintain equipment and USDD facilities when hosting events/activities.

Proof of Liability Insurance Required: Submit certificate of insurance to De Pere High School, Attn: Jeff Byczek, 1700 Chicago Street, De Pere, WI 54115, or by email to: kguyette@depere.k12.wi.us. **The certificate must name the Unified School District of De Pere as an additional insured party.**

Waiver Information: The District has agreed to waive fees for the City except to cover custodial and supervisory fees that are beyond the scope of regular hours, and the yearly maintenance fee. The City provides supervision for these events.
Schedule of Events: Youth Dance Classes, 4 consecutive classes each date.
Set-Up Needs: Group will move tables/chairs and custodians replace after classes end each date.
Equipment Needs: Instructors provide own stereo equipment. School will allow City to store a sound cart.
Technology Needs: N/A
Exterior Door(s) Required to Unlock and Times: Door 13, 4:00pm-8:15pm, each date.
Cancellation Policy: Any school facility closings, county health directives, state directives or other pandemic related directives may be just cause to cancel this contract.

Payment in full: $250.00 due by June 30, 2023

_X_____ Date 06/07/23
Jeff Byczek
Facility Rental Coordinator

_X_____ Date_____
Marty Kosobucki
De Pere Parks, Recreation & Forestry Director

For office use only

Approvals/confirmations required from highlighted individuals (please initial):

Ben Zimmerman, custodial	__X__	District technology office	____
Jeanne Wagner, doors	__X__	Staff supervisor (list name)	_____
Bob Mohar, HS auditorium	_____	Buildings & Grounds	_____
Teacher (if classroom to be used)	_____		

AGREEMENT

The School Board for the district of De Pere (hereinafter the 'Board" or "District") and **City of De Pere** (Marty Kosobucki, Cell 920-639-1015), (hereinafter the "Lessee") enter into the following agreement for the lease of District facilities and/or premises described herein for a good and valuable consideration set forth below and subject to the terms and conditions as described herein.

A. **Facilities/Premises**: The Board does hereby agree to lease the facilities/premises described herein to the Lessee for the period of time and subject to the terms, conditions and limitations specified below:

To hold for the term of **7 months**, from the **18th** day of **September 2023** through the **6th** day of **March 2024** for such times or portions of the day as specified above.

B. **Terms, Conditions, and Covenants**:

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE BOARD AND THE LESSEE: that during the dates listed above, use of the **High School Student Resource Center** at times not scheduled remain the discretion of De Pere High School. There is no guarantee of exclusive use of the gymnasium and locker rooms for the entire day on above listed dates.

That the Lessee will pay the said rent at the times, at the place, and in the manner aforesaid promptly without delay during said term.

That it shall not be necessary for the Board or its agents to demand said rent at any place other than the place specified by the Board for the payment of the same.

That the Lessee has examined and knows the conditions of said facilities/premises and has received the same in good order and repair, except as hereon otherwise specified, and that no representations as to the condition or repair thereof have been made by the Board or its agents prior to, or at the execution of this Lease, that are not hereon expressed or endorsed hereon.

That the facilities/premises herein leased and every part thereof shall, during said term, be used only for the following purposes, by the Lessee, its servants and guests.
Youth Dance Classes

And that the Lessee will not permit said facility/premises to be used for any immoral or unlawful purpose or purpose that will injure the reputation of the same, or the building of which they are a part, or which is contrary to established Board policy, or which the Board should determine at anytime during the term of this Agreement to be an inappropriate use of said facility/premises and will not use or keep in or about said facility/premises any article or thing which would in anywise affect the validity of the standard fire insurance policy or the State of Wisconsin, or any other insurance policies held by the District.

That the Lessee shall store and maintain only such articles or things on said facility/premises as are approved by the Board or its agent and shall store and maintain said articles or things only in the location and in the manner designated by the Board or its agents.

The Board shall not be liable for any damage occasioned by failure to keep said facility/premises in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, or sewerage, or the bursting, leaking, or running or any cistern, tank, wash-stand, water-closet, or waste-pipe in, above, upon, or about said facility/premises, nor for damage occasioned by water, snow, or ice being upon or coming through the roof, sky light, trap door, or otherwise, or for any occupants, agents of the Board or users of the facility/premises.

That the Lessee shall make no alterations in or to said facility/premises under penalty of forfeiture of this Lease and damages.

That the Lessee shall keep the said facility/premises in as good repair as the same are in at the commencement of said term, reasonable use and wear thereof and damage by accidental fire or other accident, not happening through the neglect of Lessee, only accepted.

That during said term the Lessee shall pay the following utility bills arising through the Lessee's use of said facility/premises: **(none)**

That the Lessee shall be liable for repairs to the water pipes, sewer pipes, drain, and plumbing in said facility/premises, which are required through negligent acts of the Lessee.

That the Lessee shall keep said facility/premises in a clean and tenantable condition.

That the Lessee shall obey all lawful orders, rules, and regulations of the health officers, and all the health ordinances of the City of De Pere.

That the Lessee shall not keep in or about the facility/premises any live animals, fowl, or birds. **(none expected)**

That the Lessee will not, during the period of their occupancy of said facility/premises, drive nails, tacks, screws, or other fasteners or attach same to any walls, ceilings, floors, or woodwork of said facility/premises, or allow same to be done without written consent of the Board or its agents, and in any case, the Lessee agrees to be responsible for any damage done and will pay for same.

That the Lessee shall not paint upon, attach, exhibit, or display in or about the said facility/premises, any sign or placards, without the written consent of the Board.

The Board or its agents may at anytime enter and view the leased facility/premises and make such alterations or repairs as the Board or its agents may deem necessary.

That the Lessee will not assign this Lease nor let or under-let said facility/premises, or any part thereof.

That in case said premises should be partially damaged by fire, the same shall be repaired as speedily as possible by and at the expense of the Board. In case the damage is so extensive as to render the premises un-tenantable, the rent shall cease until the same is repaired. If the

facility/premises is so damaged that the Board shall decide not to rebuild, said term shall cease, however, the premises shall be surrendered and the accrued rent be paid up until the time of the fire.

That the Lessee shall hold the Board harmless of any injury or damages, costs, expenses, or liabilities or other claims against said Board or its agents in any way connected with the existence of this Lease, including, but not necessarily limited to judgments, awards, and attorney's fees, also including the cost of defending actions against the Board which actions seek to recover costs, expenses, damages, etc.

That the Lessee has obtained property and liability insurance coverage in the amount of **$1,000,000.00 per occurance**; said insurance policy naming the Board as an additional insured under that policy and that the Lessee has provided proof of such insurance and the Lessee shall pay all premiums and take whatever actions necessary to maintain said insurance policy during the term of this Agreement and shall actually maintain said policy.

That should the Lessee or any of its servants or guests become intoxicated, disorderly, or permit unnecessary noise in or about the within described facility/premises, it shall be the option of the Board or its agents to declare this Agreement null and void.

That any disputes which shall arise between the Lessee and any other occupants of the same facility/premises shall be submitted to the arbitration of the Board whose decision shall be final between the parties.

That the Lessee shall reimburse the District for the cost of District custodian(s); for such time and work of its custodians necessitated by the use of the facility/premises by the Lessee.

That individual participants in the Lessee's activities to be conducted at the facility/premises, with exception of instructors, shall not arrive on any day earlier that fifteen (15) minutes to the scheduled classroom lease time. De Pere School District pupils who are participating in Lessee's activities who are present in the facility/premises at the completion of the school day shall not be permitted to remain in said building, but must vacate the premises and return not earlier than fifteen (15) minutes prior to the scheduled Lessee's activities.

That the Lessee shall be responsible for the supervision of all participants of its activities and hereby agrees to indemnify and hold harmless the District against any and all claims made against the District or arising in any manner out of the activities to be conducted by the Lessee on School District property.

That the Lessee will not leave any religious objects in any of the facility/premises following its daily use of those facility/premises: religious objects include, but not limited to, such items as crosses, crucifix, religious pictures, etc.

That Lessee's activities shall be limited to the types of activities in the areas of District facility/premises as approved by the Board of Education or its designee or agent.

C. **Provided Always**: The Lessee shall not neglect or fail to perform and observe any of the conditions herein before contained. The Board lawfully may, immediately or at anytime thereafter, and while such neglect or default continues, and without further notice or demand, enter into or upon said facility/premises and repossess the same and expel the said Lessee and those claiming under him and remove their effects (forcibly if necessary) without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenant; and such expulsion and removal, whether by the direct of the Board or its agents or through the medium of legal proceedings for the purpose instituted, shall not affect the liability of Lessee or its representatives for the past rent due or for future rent to accrue, under this Lease, but the same shall continue as if such removal or expulsion had not taken place.

And the Lessee further covenants and agrees to pay and discharge all reasonable costs, attorney fees, and expenses that shall be made and incurred by the Board in enforcing the covenants and agreements of this Lease, provided the District is the prevailing party.

It is mutually agreed and understood that this Lease may terminate upon written notice by either party to the other, but in all circumstances shall terminate not later than the last date of the term as expressed herein above in Section "A". There shall be no automatic renewal of this Agreement. In the event of a conflict with a school activity, notice of termination of the Lease Agreement for the date in conflict will be given as soon as feasibly possible. In the event of an act of God that requires the closing of the facilities/premises herein leased, De Pere High School, the administration reserves the right to cancel any rental agreement affected by said act of God.

In the event of a cancellation an attempt will be made to notify **Marty Kosobucki** at **Cell 920-639-1015** ONLY. We will assume the event is canceled when the attempt to notify the above listed person has been completed.

The term "Lessee" when used herein shall be taken in either singular or plural, masculine or feminine, as the case may be, and the provisions of this instrument shall bind the parties mutually and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Appointment to the Historic Preservation Commission by Mayor Boyd.**

ATTACHMENTS:

- Appointment Memo_Jul 2023 (PDF)

Memo City of De Pere

To: City Council Members
From: James Boyd, Mayor
Subject: Appointments and Reappointments
Date: July 18, 2023 (meeting date)

I am submitting the following name for appointment at the July 18, 2023 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have an issue with the appointment.

Commission	**Appointment/Reappointment**
Historic Preservation Commission	Jane Schueller/Appointment

Jane has lived in De Pere all her life. As a matter of fact, on the same street. She graduated from St. Joseph Academy and St. Norbert College and went for advanced degrees at UW Milwaukee and Cardinal Stritch University. Jane is semi-retired from being in education in Catholic Schools for the past 40 years. She owns a small 120-year-old home in De Pere and likes to see the history of the city preserved along-side the new modern architecture developing in the city.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 7-18-23 VOUCHERS (PDF)

VENDOR SET: 01 City of De Pere
BANK: * ALL BANKS
DATE RANGE: 6/21/2023 THRU 7/18/2023

VENDOR I.D.	NAME		STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK		V	6/28/2023			102953		
C-CHECK	VOID CHECK		V	7/12/2023			103007		
C-CHECK	VOID CHECK		V	7/12/2023			103008		
C-CHECK	VOID CHECK		V	7/12/2023			103010		
C-CHECK	VOID CHECK		V	7/12/2023			103011		
C-CHECK	VOID CHECK		V	7/18/2023			103076		
C-CHECK	VOID CHECK		V	7/18/2023			103089		
C-CHECK	VOID CHECK		V	7/18/2023			103096		
0598	STERICYCLE INC								
C-CHECK	STERICYCLE INC	VOIDED	V	7/18/2023			103117		1,086.68CR

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	9	VOID DEBITS	0.00			
		VOID CREDITS	1,086.68CR	1,086.68CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	9	1,086.68CR	0.00	0.00
BANK: * TOTALS:	9	1,086.68CR	0.00	0.00

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 6/21/2023 THRU 7/18/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0016		ASSOCIATED BANK							
	I-T1 202306274256	FEDERAL WITHHOLDING	D	6/30/2023	47,459.52		000736		
	I-T3 202306274256	FICA TAXES	D	6/30/2023	46,203.98		000736		
	I-T4 202306274256	MEDICARE TAXES	D	6/30/2023	16,149.64		000736		109,813.14
5133		EMPOWER RETIREMENT (GREAT WEST							
	I-121202306274256	Employee Contributions	D	6/30/2023	6,844.00		000737		
	I-122202306274256	Employee Contributions	D	6/30/2023	1,300.20		000737		
	I-150202306274256	Employee Roth Contributions	D	6/30/2023	1,825.00		000737		
	I-152202306274256	Employee Roth Contributions	D	6/30/2023	266.44		000737		10,235.64
0483		NATIONWIDE RETIREMENT SOLUTION							
	I-104202306274256	EMPLOYEE CONTRIBUTIONS	D	6/30/2023	5,675.00		000738		
	I-151202306274256	Employee Roth Contributions	D	6/30/2023	1,511.00		000738		7,186.00
4043		WI DEPARTMENT OF REVENUE							
	I-T2 202306274256	STATE WITHHOLDING	D	6/30/2023	21,668.96		000739		21,668.96
0596		WI SCTF							
	I-201202306274256	CHILD SUPPORT/CITY OF DE PERE	D	6/30/2023	1,249.54		000740		1,249.54
0299		WI RETIREMENT FUND							
	I-303202305314183	RET POLICE CITY	D	7/12/2023	16,324.38		000741		
	I-303202306134213	RET POLICE CITY	D	7/12/2023	18,677.99		000741		
	I-303202306274256	RET POLICE CITY	D	7/12/2023	17,734.73		000741		
	I-304202305314183	RET FIRE CITY	D	7/12/2023	17,752.98		000741		
	I-304202306134213	RET FIRE CITY	D	7/12/2023	18,214.77		000741		
	I-304202306274256	RET FIRE CITY	D	7/12/2023	17,729.06		000741		
	I-307202305314183	RET GENERAL EMPLOYER	D	7/12/2023	16,894.72		000741		
	I-307202306134213	RET GENERAL EMPLOYER	D	7/12/2023	17,054.42		000741		
	I-307202306274256	RET GENERAL EMPLOYER	D	7/12/2023	16,986.76		000741		
	I-311202305314183	RET POLICE EMPLOYEE	D	7/12/2023	8,396.82		000741		
	I-311202306134213	RET POLICE EMPLOYEE	D	7/12/2023	9,607.43		000741		
	I-311202306274256	RET POLICE EMPLOYEE	D	7/12/2023	9,122.24		000741		
	I-312202305314183	RET NON-REP EMPLOYEE PORTION	D	7/12/2023	16,894.72		000741		
	I-312202306134213	RET NON-REP EMPLOYEE PORTION	D	7/12/2023	17,054.42		000741		
	I-312202306274256	RET NON-REP EMPLOYEE PORTION	D	7/12/2023	16,986.76		000741		
	I-314202305314183	RET FIRE EMPLOYEE	D	7/12/2023	6,662.23		000741		
	I-314202306134213	RET FIRE EMPLOYEE	D	7/12/2023	6,835.55		000741		
	I-314202306274256	RET FIRE EMPLOYEE	D	7/12/2023	6,653.24		000741		255,583.22
0016		ASSOCIATED BANK							
	I-T1 202307114281	FEDERAL WITHHOLDING	D	7/14/2023	55,708.41		000742		
	I-T3 202307114281	FICA TAXES	D	7/14/2023	52,041.14		000742		
	I-T4 202307114281	MEDICARE TAXES	D	7/14/2023	17,594.74		000742		125,344.29

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 6/21/2023 THRU 7/18/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5133		EMPOWER RETIREMENT (GREAT WEST							
	I-121202307114281	Employee Contributions	D	7/14/2023	6,884.00		000743		
	I-122202307114281	Employee Contributions	D	7/14/2023	1,320.97		000743		
	I-150202307114281	Employee Roth Contributions	D	7/14/2023	1,850.00		000743		
	I-152202307114281	Employee Roth Contributions	D	7/14/2023	344.16		000743		10,399.13
0483		NATIONWIDE RETIREMENT SOLUTION							
	I-104202307114281	EMPLOYEE CONTRIBUTIONS	D	7/14/2023	5,675.00		000744		
	I-151202307114281	Employee Roth Contributions	D	7/14/2023	1,511.00		000744		7,186.00
4043		WI DEPARTMENT OF REVENUE							
	I-T2 202307114281	STATE WITHHOLDING	D	7/14/2023	24,235.66		000745		24,235.66
0596		WI SCTF							
	I-201202307114281	CHILD SUPPORT/CITY OF DE PERE	D	7/14/2023	1,549.54		000746		1,549.54
5042		ASHWAUBENON MUNICIPAL COURT							
	I-202306264239	ASHWAUBENON MUNICIPAL COURT	R	6/26/2023	136.60		102898		136.60
7940		ASHWAUBENON RETIRED FIRE DEPT							
	I-202306264240	ASHWAUBENON RETIRED FIRE DEPT	R	6/26/2023	290.00		102899		290.00
4551		GREEN BAY MUNICIPAL COURT							
	I-202306264241	GREEN BAY MUNICIPAL COURT	R	6/26/2023	376.00		102900		376.00
9021		ENEDINO A GRIJALVA							
	I-202306264242	ENEDINO A GRIJALVA	R	6/26/2023	400.00		102901		400.00
9022		JULIES CAFE AND CATERING							
	I-202306264243	JULIES CAFE AND CATERING	R	6/26/2023	476.00		102902		476.00
9023		JACKSON MANKOWSKI							
	I-202306264244	JACKSON MANKOWSKI	R	6/26/2023	300.00		102903		300.00
9024		NANCY MATTKE							
	I-202306264245	NANCY MATTKE	R	6/26/2023	150.00		102904		150.00
9025		COURTNEY PAULSON							
	I-202306264246	COURTNEY PAULSON	R	6/26/2023	300.00		102905		300.00
8358		ROB PFOTENHAUER							
	I-202306264247	ROB PFOTENHAUER	R	6/26/2023	25.29		102906		25.29

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 6/21/2023 THRU 7/18/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9026		REID STREET STATION							
	I-202306264249	REID STREET STATION	R	6/26/2023	77.75		102907		77.75
0240		SCHOOL DIST OF WEST DE PERE							
	I-23050	SCHOOL DIST OF WEST DE PERE	R	6/26/2023	246.82		102908		246.82
6897		CRAIG THIEM							
	I-202306264250	CRAIG THIEM	R	6/26/2023	1,817.92		102909		1,817.92
6551		ASSOCIATED BANK							
	I-202306264251	ASSOCIATED BANK	R	6/26/2023	3,500.00		102910		3,500.00
8410		1ST CHOICE PEST CONTROL							
	I-31295	1ST CHOICE PEST CONTROL	R	6/28/2023	490.00		102911		490.00
0652		AL'S UPHOLSTERING CO LLC							
	I-24810	AL'S UPHOLSTERING CO LLC	R	6/28/2023	120.00		102912		120.00
0006		VILLAGE OF ALLOUEZ							
	I-202306274252	VILLAGE OF ALLOUEZ	R	6/28/2023	735.17		102913		735.17
7873		AMERICAN CONSERVATION & BILLIN							
	I-15433	AMERICAN CONSERVATION & BILLIN	R	6/28/2023	1,042.00		102914		1,042.00
8517		ARBSESSION							
	I-260385	ARBSESSION	R	6/28/2023	337.86		102915		337.86
5405		AT&T MOBILITY							
	I-287295825340X61523	AT&T MOBILITY	R	6/28/2023	939.47		102916		939.47
0011		AT&T WISCONSIN							
	I-202306274253	AT&T WISCONSIN	R	6/28/2023	47.25		102917		47.25
0442		BADGER LABORATORIES INC							
	I-23-53017583	BADGER LABORATORIES INC	R	6/28/2023	682.00		102918		682.00
0020		BADGERLAND PRINTING INC							
	I-39972	BADGERLAND PRINTING INC	R	6/28/2023	90.00		102919		
	I-39987	BADGERLAND PRINTING INC	R	6/28/2023	140.00		102919		
	I-40013	BADGERLAND PRINTING INC	R	6/28/2023	229.00		102919		459.00
6404		BAY AREA TESTING & CONSULTING							
	I-6499	BAY AREA TESTING & CONSULTING	R	6/28/2023	1,342.75		102920		
	I-6500	BAY AREA TESTING & CONSULTING	R	6/28/2023	1,179.65		102920		
	I-6501	BAY AREA TESTING & CONSULTING	R	6/28/2023	3,173.45		102920		
	I-6502	BAY AREA TESTING & CONSULTING	R	6/28/2023	2,137.10		102920		
	I-6503	BAY AREA TESTING & CONSULTING	R	6/28/2023	868.25		102920		
	I-6504	BAY AREA TESTING & CONSULTING	R	6/28/2023	1,599.20		102920		
	I-6505	BAY AREA TESTING & CONSULTING	R	6/28/2023	322.30		102920		10,622.70

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0027		BAY TOWEL INC							
	I-4520092	BAY TOWEL INC	R	6/28/2023	120.80		102921		120.80
0033		BIRDSEYE DAIRY INC							
	I-161049	BIRDSEYE DAIRY INC	R	6/28/2023	31.20		102922		
	I-161050	BIRDSEYE DAIRY INC	R	6/28/2023	62.40		102922		93.60
1532		BOBCAT PLUS INC							
	I-IG50266	BOBCAT PLUS INC	R	6/28/2023	25.32		102923		
	I-IG51049	BOBCAT PLUS INC	R	6/28/2023	188.78		102923		
	I-IG51640	BOBCAT PLUS INC	R	6/28/2023	139.60		102923		
	I-IG51664	BOBCAT PLUS INC	R	6/28/2023	226.60		102923		580.30
3008		BOUND TREE MEDICAL LLC							
	I-84996041	BOUND TREE MEDICAL LLC	R	6/28/2023	1,174.21		102924		1,174.21
3518		WILLIAM C BOYLE							
	I-202306284267	WILLIAM C BOYLE	R	6/28/2023	66.81		102925		66.81
0038		BROADWAY AUTOMOTIVE INC							
	I-1135279P	BROADWAY AUTOMOTIVE INC	R	6/28/2023	432.13		102926		
	I-650261P	BROADWAY AUTOMOTIVE INC	R	6/28/2023	868.66		102926		
	I-650352P	BROADWAY AUTOMOTIVE INC	R	6/28/2023	203.00		102926		
	I-651636P	BROADWAY AUTOMOTIVE INC	R	6/28/2023	172.28		102926		1,676.07
6061		CARRICO AQUATIC RESOURCES INC							
	C-20232540	CARRICO AQUATIC RESOURCES INC	R	6/28/2023	562.46CR		102927		
	I-20232058	CARRICO AQUATIC RESOURCES INC	R	6/28/2023	4,000.00		102927		
	I-20232059	CARRICO AQUATIC RESOURCES	R	6/28/2023	4,250.00		102927		7,687.54
6561		KEVIN CLARK							
	I-202306274254	KEVIN CLARK	R	6/28/2023	226.29		102928		226.29
2708		CLEANING SOLUTION SERVICES INC							
	I-23135	CLEANING SOLUTION SERVICES INC	R	6/28/2023	1,024.78		102929		
	I-23173	CLEANING SOLUTION SERVICES INC	R	6/28/2023	3,125.00		102929		
	I-23174	CLEANING SOLUTION SERVICES INC	R	6/28/2023	82.08		102929		
	I-23175	CLEANING SOLUTION SERVICES INC	R	6/28/2023	82.08		102929		
	I-23183	CLEANING SOLUTION SERVICES INC	R	6/28/2023	291.87		102929		
	I-23185	CLEANING SOLUTION SERVICES INC	R	6/28/2023	554.93		102929		5,160.74
6414		COMMUNICATIONS ENGINEERING CO							
	I-403994	COMMUNICATIONS ENGINEERING CO	R	6/28/2023	401.80		102930		401.80

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0070		DE PERE PETTY CASH FUND							
	I-202306274266	DE PERE PETTY CASH FUND	R	6/28/2023	561.30		102931		561.30
5650		ELAN FINANCIAL SERVICES							
	I-202306274255	ELAN FINANCIAL SERVICES	R	6/28/2023	21,683.07		102932		21,683.07
0085		EMERGENCY MEDICAL PRODUCTS INC							
	I-2561956	EMERGENCY MEDICAL PRODUCTS INC	R	6/28/2023	298.46		102933		
	I-2562191	EMERGENCY MEDICAL PRODUCTS INC	R	6/28/2023	23.05		102933		
	I-2563102	EMERGENCY MEDICAL PRODUCTS INC	R	6/28/2023	210.60		102933		532.11
6497		FIRE SAFETY USA INC							
	I-174047	FIRE SAFETY USA INC	R	6/28/2023	2,930.00		102934		2,930.00
4176		FRANK'S RADIO SERVICE INC							
	I-123290	FRANK'S RADIO SERVICE INC	R	6/28/2023	728.40		102935		728.40
0111		GAT SUPPLY INC							
	I-414743-1	GAT SUPPLY INC	R	6/28/2023	466.55		102936		466.55
8347		GFL ENVIRONMENTAL							
	I-U60000157336	GFL ENVIRONMENTAL	R	6/28/2023	1,134.00		102937		1,134.00
2544		GLOBAL RECOGNITION INC							
	I-223955	GLOBAL RECOGNITION INC	R	6/28/2023	785.00		102938		
	I-223956	GLOBAL RECOGNITION INC	R	6/28/2023	180.60		102938		
	I-223958	GLOBAL RECOGNITION INC	R	6/28/2023	3,205.10		102938		4,170.70
9029		GREENWAY LS LLC							
	I-202306274260	GREENWAY LS LLC	R	6/28/2023	125.00		102939		125.00
7208		HOLIDAY WHOLESALE							
	C-1435242	HOLIDAY WHOLESALE	R	6/28/2023	50.00CR		102940		
	I-1434018	HOLIDAY WHOLESALE	R	6/28/2023	1,602.64		102940		
	I-1434349	HOLIDAY WHOLESALE	R	6/28/2023	197.00		102940		1,749.64
1399		INDOFF INC							
	I-3658296	INDOFF INC	R	6/28/2023	82.55		102941		82.55
9028		IPS INC							
	I-202306274257	IPS INC	R	6/28/2023	3,260.00		102942		3,260.00
8364		JOHNSTONE SUPPLY							
	I-6063162	JOHNSTONE SUPPLY	R	6/28/2023	15.40		102943		
	I-6063174	JOHNSTONE SUPPLY	R	6/28/2023	6.47		102943		21.87

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2602		JOSSART BROTHERS INC							
	I-22-01 (8)	JOSSART BROTHERS INC	R	6/28/2023	409,587.52		102944		409,587.52
0153		LAFORCE INC							
	I-1223640	LAFORCE INC	R	6/28/2023	921.02		102945		921.02
0160		LIZER LAWN CARE & IRRIGATION							
	I-144423	LIZER LAWN CARE & IRRIGATION	R	6/28/2023	1,500.00		102946		
	I-28718	LIZER LAWN CARE & IRRIGATION	R	6/28/2023	3,044.00		102946		4,544.00
1		LOPEZ-FLORES, CINDY							
	I-202306274258	REFUND	R	6/28/2023	7.00		102947		7.00
4254		MEACHAM NURSERY							
	I-IV23-8762	MEACHAM NURSERY	R	6/28/2023	3,705.00		102948		3,705.00
0967		MEAD & HUNT INC							
	I-R0411200-230582.01	MEAD & HUNT INC	R	6/28/2023	2,572.25		102949		2,572.25
0173		MENARDS INC							
	I-16588	MENARDS INC	R	6/28/2023	6.84		102950		
	I-16636	MENARDS INC	R	6/28/2023	10.99		102950		
	I-16679	MENARDS INC	R	6/28/2023	38.25		102950		
	I-16683	MENARDS INC	R	6/28/2023	57.95		102950		
	I-16890	MENARDS INC	R	6/28/2023	3.49		102950		
	I-16918	MENARDS INC	R	6/28/2023	26.97		102950		
	I-16971	MENARDS INC	R	6/28/2023	35.98		102950		
	I-16987	MENARDS INC	R	6/28/2023	18.96		102950		
	I-17065	MENARDS INC	R	6/28/2023	102.53		102950		
	I-17077	MENARDS INC	R	6/28/2023	116.12		102950		
	I-17286	MENARDS INC	R	6/28/2023	19.65		102950		
	I-17306	MENARDS INC	R	6/28/2023	85.57		102950		
	I-17329	MENARDS INC	R	6/28/2023	53.55		102950		576.85
1		METZLER, ANNA							
	I-202306274259	WORK PERMIT	R	6/28/2023	10.00		102951		10.00
0531		NORTHEAST AUTO PARTS INC							
	C-390570	NORTHEAST AUTO PARTS INC	R	6/28/2023	228.59CR		102952		
	I-390158	NORTHEAST AUTO PARTS INC	R	6/28/2023	38.34		102952		
	I-390430	NORTHEAST AUTO PARTS INC	R	6/28/2023	23.97		102952		
	I-390440	NORTHEAST AUTO PARTS INC	R	6/28/2023	3.10		102952		
	I-390527	NORTHEAST AUTO PARTS INC	R	6/28/2023	83.10		102952		
	I-390558	NORTHEAST AUTO PARTS INC	R	6/28/2023	22.04		102952		
	I-390559	NORTHEAST AUTO PARTS INC	R	6/28/2023	22.04		102952		
	I-390597	NORTHEAST AUTO PARTS INC	R	6/28/2023	7.12		102952		
	I-390608	NORTHEAST AUTO PARTS INC	R	6/28/2023	6.63		102952		
	I-390627	NORTHEAST AUTO PARTS INC	R	6/28/2023	20.68		102952		

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	I-390630	NORTHEAST AUTO PARTS INC	R	6/28/2023	6.63		102952		
	I-390804	NORTHEAST AUTO PARTS INC	R	6/28/2023	59.04		102952		
	I-390919	NORTHEAST AUTO PARTS INC	R	6/28/2023	49.88		102952		
	I-390944	NORTHEAST AUTO PARTS INC	R	6/28/2023	11.98		102952		
	I-391038	NORTHEAST AUTO PARTS INC	R	6/28/2023	15.96		102952		
	I-391069	NORTHEAST AUTO PARTS INC	R	6/28/2023	33.99		102952		175.91
5433		NORTHEAST WI TECH COLLEGE							
	I-202306274261	NORTHEAST WI TECH COLLEGE	R	6/28/2023	65.00		102954		65.00
0197		PACKER CITY INTL TRUCKS INC							
	I-X101176874:01	PACKER CITY INTL TRUCKS INC	R	6/28/2023	144.83		102955		
	I-X101176946:01	PACKER CITY INTL TRUCKS INC	R	6/28/2023	86.76		102955		231.59
1		PITTMAN, TERESA							
	I-202306274262	REFUND	R	6/28/2023	5.00		102956		5.00
0208		POMP'S TIRE SERVICE INC							
	I-90084688	POMP'S TIRE SERVICE INC	R	6/28/2023	878.19		102957		878.19
7584		R LEWIS TECHNOLOGIES INC							
	I-13417	R LEWIS TECHNOLOGIES INC	R	6/28/2023	71.50		102958		
	I-13457	R LEWIS TECHNOLOGIES INC	R	6/28/2023	89.44		102958		160.94
9032		KEVIN RAFFERTY							
	I-202306284268	KEVIN RAFFERTY	R	6/28/2023	600.00		102959		600.00
0228		RENT A FLASH OF WISCONSIN INC							
	I-85856	RENT A FLASH OF WISCONSIN INC	R	6/28/2023	5,739.50		102960		5,739.50
0222		RNOW INC							
	I-2023-66441	RNOW INC	R	6/28/2023	2,984.38		102961		2,984.38
0501		SAINT MARY'S HOSPITAL							
	I-1244	SAINT MARY'S HOSPITAL	R	6/28/2023	5.34		102962		5.34
7604		SELNER TREE & SHRUB CARE INC							
	I-9273	SELNER TREE & SHRUB CARE INC	R	6/28/2023	2,236.18		102963		2,236.18
3234		SHERWIN WILLIAMS							
	I-4028-8	SHERWIN WILLIAMS	R	6/28/2023	38.14		102964		38.14
6152		TIM SINKLER							
	I-202306274263	TIM SINKLER	R	6/28/2023	52.50		102965		52.50

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8911		SLEEP IN HEAVENLY PEACE WI - D							
	I-202306284269	SLEEP IN HEAVENLY PEACE WI - D	R	6/28/2023	600.00		102966		600.00
9030		TABLE COVERS NOW							
	I-885802777	TABLE COVERS NOW	R	6/28/2023	345.60		102967		345.60
1528		TEAM APPAREL & SPECIALTIES INC							
	I-131155/KRUEGER	TEAM APPAREL & SPECIALTIES INC	R	6/28/2023	499.50		102968		
	I-131157	TEAM APPAREL & SPECIALTIES INC	R	6/28/2023	140.00		102968		639.50
9031		UW MADISON ACCOUNTING SERVICES							
	I-AR0151995	UW MADISON ACCOUNTING SERVICES	R	6/28/2023	1,000.00		102969		1,000.00
0620		VALLEY RADIATOR INC							
	I-29768	VALLEY RADIATOR INC	R	6/28/2023	175.00		102970		175.00
1		VANDEHEI, AMY							
	I-202306274264	WORK PERMIT	R	6/28/2023	10.00		102971		10.00
3707		VIKING ELECTRIC SUPPLY							
	I-S007026535.001	VIKING ELECTRIC SUPPLY	R	6/28/2023	284.40		102972		284.40
8890		WALKER CONSULTANTS							
	I-210050490101	WALKER CONSULTANTS	R	6/28/2023	3,000.00		102973		3,000.00
0298		WI PUBLIC SERVICE							
	I-202306274265	WI PUBLIC SERVICE	R	6/28/2023	4,462.22		102974		4,462.22
1210		WIL KIL PEST CONTROL							
	I-4677797	WIL KIL PEST CONTROL	R	6/28/2023	270.00		102975		270.00
5109		WILD BLUE TECHNOLOGIES							
	I-28545-01	WILD BLUE TECHNOLOGIES	R	6/28/2023	876.99		102976		876.99
0016		ASSOCIATED BANK							
	I-218202306274256	FF Welfare Fund Acct #80406116	R	6/30/2023	210.00		102977		210.00
7526		CITY OF DE PERE - FLEX							
	I-114202306274256	HEALTH CARE CONTRIBUTIONS	R	6/30/2023	3,007.54		102978		
	I-115202306274256	DEPENDENT CARE CONTRIBUTIONS	R	6/30/2023	384.60		102978		3,392.14
8187		WISCONSIN DEPT OF REVENUE							
	I-DOR202306274256	G N HENRIGILLIS LEVY PROCEEDS	R	6/30/2023	80.12		102979		80.12

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0472		FOX COMMUNITIES CREDIT UNION							
	I-211202306274256	DE PERE POLICE EMPLOYEE DUES	R	6/30/2023	825.00		102980		825.00
7950		FOX COMMUNITIES CREDIT UNION							
	I-216202306274256	LOCAL 141 CHARITIES	R	6/30/2023	19.00		102981		19.00
0471		IAFF LOCAL 141 AFL-CIO CLC							
	I-210202306274256	IAFF LOCAL 141 EMPLOYEE DUES	R	6/30/2023	783.25		102982		783.25
4262		LIFE INSURANCE OF THE SOUTHWES							
	I-116202306274256	ALTERNATIVE FICA	R	6/30/2023	6,750.35		102983		6,750.35
0043		BROWN COUNTY PARK MANAGEMENT							
	I-202307054270	BROWN COUNTY PARK MANAGEMENT	R	7/05/2023	1,700.00		102984		1,700.00
0520		CENTRAL BROWN COUNTY WATER AUT							
	I-3365	CENTRAL BROWN COUNTY WATER AUT	R	7/05/2023	313,592.15		102985		313,592.15
0276		DE PERE HARDWARE							
	I-223400	DE PERE HARDWARE	R	7/05/2023	6.99		102986		
	I-223404	DE PERE HARDWARE	R	7/05/2023	19.48		102986		
	I-223419	DE PERE HARDWARE	R	7/05/2023	8.99		102986		
	I-223449	DE PERE HARDWARE	R	7/05/2023	23.99		102986		
	I-223452	DE PERE HARDWARE	R	7/05/2023	7.86		102986		
	I-223453	DE PERE HARDWARE	R	7/05/2023	12.99		102986		
	I-223525	DE PERE HARDWARE	R	7/05/2023	16.78		102986		97.08
0073		DE PERE WATER DEPT							
	I-202307054271	DE PERE WATER DEPT	R	7/05/2023	19,939.23		102987		19,939.23
5532		GARROW OIL CORP							
	I-1088198	GARROW OIL CORP	R	7/05/2023	21,604.63		102988		21,604.63
0348		GREEN BAY METRO SEWERAGE DISTR							
	I-1874	GREEN BAY METRO SEWERAGE DISTR	R	7/05/2023	456,068.19		102989		
	I-1886	GREEN BAY METRO SEWERAGE DISTR	R	7/05/2023	59,017.07		102989		515,085.26
7185		M3 INSURANCE SOLUTIONS, INC.							
	I-93363	M3 INSURANCE SOLUTIONS, INC.	R	7/05/2023	41,383.00		102990		41,383.00
8358		ROB PFOTENHAUER							
	I-202307054272	ROB PFOTENHAUER	R	7/05/2023	494.70		102991		494.70

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0298		WI PUBLIC SERVICE							
	I-202307054273	WI PUBLIC SERVICE	R	7/05/2023	48,836.75		102992		48,836.75
0011		AT&T WISCONSIN							
	I-202307124288	AT&T WISCONSIN	R	7/12/2023	2,085.78		102993		2,085.78
9036		BAILEY MALZHAN							
	I-202307124294	BAILEY MALZHAN	R	7/12/2023	540.16		102994		540.16
5590		STEVE BLOEMER							
	I-202307124289	STEVE BLOEMER	R	7/12/2023	4,533.18		102995		4,533.18
2984		BROWN COUNTY TREASURER							
	I-202307124290	BROWN COUNTY TREASURER	R	7/12/2023	2,504.90		102996		2,504.90
0520		CENTRAL BROWN COUNTY WATER AUT							
	I-202307124291	CENTRAL BROWN COUNTY WATER AUT	R	7/12/2023	7,232.00		102997		7,232.00
0073		DE PERE WATER DEPT							
	I-202307124292	DE PERE WATER DEPT	R	7/12/2023	46.28		102998		46.28
0779		VICKIE LAMBERT							
	I-202307124293	VICKIE LAMBERT	R	7/12/2023	250.52		102999		250.52
2638		THOMAS A SCHRANK							
	I-202307124295	THOMAS A SCHRANK	R	7/12/2023	80.00		103000		80.00
0555		SPECTRUM							
	I-202307124296	SPECTRUM	R	7/12/2023	724.51		103001		724.51
4816		STATE OF WI COURT FINES & SURC							
	I-202307124297	STATE OF WI COURT FINES & SURC	R	7/12/2023	8,503.51		103002		8,503.51
7309		TRILLIUM CNG							
	I-23900252	TRILLIUM CNG	R	7/12/2023	4,690.19		103003		4,690.19
0298		WI PUBLIC SERVICE							
	I-202307124299	WI PUBLIC SERVICE	R	7/12/2023	888.48		103004		888.48
4976		WI PUBLIC SERVICE							
	I-202307124298	WI PUBLIC SERVICE	R	7/12/2023	9,341.98		103005		9,341.98
0055		CITY OF DE PERE - DENTAL							
	C-202307124300	CITY OF DE PERE - DENTAL	R	7/12/2023	4,945.22CR		103006		
	I-100202305314183	DENTAL FAMILY	R	7/12/2023	2,874.99		103006		
	I-100202306134213	DENTAL FAMILY	R	7/12/2023	2,874.99		103006		
	I-100202306274256	DENTAL FAMILY	R	7/12/2023	2,874.99		103006		
	I-101202305314183	DENTAL FAMILY	R	7/12/2023	1,773.93		103006		

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	I-101202306134213	DENTAL FAMILY	R	7/12/2023	1,773.93		103006		
	I-101202306274256	DENTAL FAMILY	R	7/12/2023	1,712.76		103006		
	I-102202305314183	DENTAL SINGLE P/F	R	7/12/2023	368.96		103006		
	I-102202306134213	DENTAL SINGLE P/F	R	7/12/2023	321.92		103006		
	I-102202306274256	DENTAL SINGLE P/F	R	7/12/2023	321.92		103006		
	I-103202305314183	DENTAL SINGLE	R	7/12/2023	321.92		103006		
	I-103202306134213	DENTAL SINGLE	R	7/12/2023	321.92		103006		
	I-103202306274256	DENTAL SINGLE	R	7/12/2023	321.92		103006		
	I-126202305314183	DENTAL SINGLE	R	7/12/2023	16.78		103006		
	I-126202306134213	DENTAL SINGLE	R	7/12/2023	16.78		103006		
	I-126202306274256	DENTAL SINGLE	R	7/12/2023	16.78		103006		
	I-127202305314183	DENTAL FAMILY	R	7/12/2023	861.66		103006		
	I-127202306134213	DENTAL FAMILY	R	7/12/2023	861.66		103006		
	I-127202306274256	DENTAL FAMILY	R	7/12/2023	861.66		103006		
	I-128202305314183	DENTAL SINGLE P/F	R	7/12/2023	33.56		103006		
	I-128202306134213	DENTAL SINGLE P/F	R	7/12/2023	33.56		103006		
	I-128202306274256	DENTAL SINGLE P/F	R	7/12/2023	33.56		103006		
	I-129202305314183	DENTAL FAMILY P/F	R	7/12/2023	390.95		103006		
	I-129202306134213	DENTAL FAMILY P/F	R	7/12/2023	335.02		103006		
	I-129202306274256	DENTAL FAMILY P/F	R	7/12/2023	335.02		103006		
	I-135202305314183	DENTAL DA FAMILY 63%	R	7/12/2023	47.86		103006		
	I-135202306134213	DENTAL DA FAMILY 63%	R	7/12/2023	47.86		103006		
	I-135202306274256	DENTAL DA FAMILY 63%	R	7/12/2023	47.86		103006		14,859.50
0056		CITY OF DE PERE - HEALTH							
	C-202307124301	CITY OF DE PERE - HEALTH	R	7/12/2023	73,963.05CR		103009		
	I-108202305314183	HEALTH SINGLE	R	7/12/2023	5,287.89		103009		
	I-108202306134213	HEALTH SINGLE	R	7/12/2023	5,287.89		103009		
	I-108202306274256	HEALTH SINGLE	R	7/12/2023	5,287.89		103009		
	I-109202305314183	HEALTH PLUS 1	R	7/12/2023	3,108.00		103009		
	I-109202306134213	HEALTH PLUS 1	R	7/12/2023	3,108.00		103009		
	I-109202306274256	HEALTH PLUS 1	R	7/12/2023	3,108.00		103009		
	I-110202305314183	HEALTH FAMILY	R	7/12/2023	45,877.86		103009		
	I-110202306134213	HEALTH FAMILY	R	7/12/2023	45,877.86		103009		
	I-110202306274256	HEALTH FAMILY	R	7/12/2023	45,877.86		103009		
	I-111202305314183	HEALTH SINGLE P/F	R	7/12/2023	3,989.04		103009		
	I-111202306134213	HEALTH SINGLE P/F	R	7/12/2023	3,339.72		103009		
	I-111202306274256	HEALTH SINGLE P/F	R	7/12/2023	3,339.72		103009		
	I-112202305314183	HEALTH PLUS 1 P/F	R	7/12/2023	2,071.96		103009		
	I-112202306134213	HEALTH PLUS 1 P/F	R	7/12/2023	2,071.96		103009		
	I-112202306274256	HEALTH PLUS 1 P/F	R	7/12/2023	2,071.96		103009		
	I-113202305314183	HEALTH FAMILY P/F	R	7/12/2023	29,877.26		103009		
	I-113202306134213	HEALTH FAMILY P/F	R	7/12/2023	28,886.06		103009		
	I-113202306274256	HEALTH FAMILY P/F	R	7/12/2023	28,036.47		103009		
	I-136202305314183	HEALTH FAMILY 63% EE	R	7/12/2023	849.59		103009		
	I-136202306134213	HEALTH FAMILY 63% EE	R	7/12/2023	849.59		103009		
	I-136202306274256	HEALTH FAMILY 63% EE	R	7/12/2023	849.59		103009		
	I-140202305314183	VISION SINGLE	R	7/12/2023	71.40		103009		

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	I-140202306134213	VISION SINGLE	R	7/12/2023	61.11		103009		
	I-140202306274256	VISION SINGLE	R	7/12/2023	61.11		103009		
	I-141202305314183	VISION EE/SPOUSE	R	7/12/2023	82.80		103009		
	I-141202306134213	VISION EE/SPOUSE	R	7/12/2023	82.80		103009		
	I-141202306274256	VISION EE/SPOUSE	R	7/12/2023	77.28		103009		
	I-142202305314183	VISION EE/CHILDREN	R	7/12/2023	19.44		103009		
	I-142202306134213	VISION EE/CHILDREN	R	7/12/2023	19.44		103009		
	I-142202306274256	VISION EE/CHILDREN	R	7/12/2023	19.44		103009		
	I-144202305314183	VISION FAMILY	R	7/12/2023	255.36		103009		
	I-144202306134213	VISION FAMILY	R	7/12/2023	255.36		103009		
	I-144202306274256	VISION FAMILY	R	7/12/2023	255.36		103009		196,352.02
0178		SECURIAN FINANCIAL GROUP, INC.							
	C-202307124302	SECURIAN FINANCIAL GROUP, INC.	R	7/12/2023	1,941.71CR		103012		
	I-117202305314183	LIFE INSURANCE CONTRIBUTIONS	R	7/12/2023	749.11		103012		
	I-117202306134213	LIFE INSURANCE CONTRIBUTIONS	R	7/12/2023	775.91		103012		
	I-117202306274256	LIFE INSURANCE CONTRIBUTIONS	R	7/12/2023	757.83		103012		
	I-221202305314183	LIFE INSURANCE AFTER TAX	R	7/12/2023	1,557.31		103012		
	I-221202306134213	LIFE INSURANCE AFTER TAX	R	7/12/2023	1,597.09		103012		
	I-221202306274256	LIFE INSURANCE AFTER TAX	R	7/12/2023	1,567.70		103012		5,063.24
7872		STANDARD INSURANCE COMPANY							
	C-202307124303	STANDARD INSURANCE COMPANY	R	7/12/2023	1,035.13CR		103013		
	I-301202305314183	DISABILITY INSURANCE	R	7/12/2023	1,210.28		103013		
	I-301202306134213	DISABILITY INSURANCE	R	7/12/2023	1,217.13		103013		
	I-301202306274256	DISABILITY INSURANCE	R	7/12/2023	1,217.13		103013		2,609.41
0016		ASSOCIATED BANK							
	I-218202307114281	FF Welfare Fund Acct #80406116	R	7/14/2023	210.00		103014		210.00
7526		CITY OF DE PERE - FLEX							
	I-114202307114281	HEALTH CARE CONTRIBUTIONS	R	7/14/2023	3,007.54		103015		
	I-115202307114281	DEPENDENT CARE CONTRIBUTIONS	R	7/14/2023	384.60		103015		3,392.14
8187		WISCONSIN DEPT OF REVENUE							
	I-DOR202307114281	G N HENRIGILLIS LEVY PROCEEDS	R	7/14/2023	80.12		103016		80.12
0472		FOX COMMUNITIES CREDIT UNION							
	I-211202307114281	DE PERE POLICE EMPLOYEE DUES	R	7/14/2023	825.00		103017		825.00
7950		FOX COMMUNITIES CREDIT UNION							
	I-216202307114281	LOCAL 141 CHARITIES	R	7/14/2023	19.00		103018		19.00

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0471		IAFF LOCAL 141 AFL-CIO CLC							
	I-210202307114281	IAFF LOCAL 141 EMPLOYEE DUES	R	7/14/2023	798.75		103019		798.75
4262		LIFE INSURANCE OF THE SOUTHWES							
	I-116202307114281	ALTERNATIVE FICA	R	7/14/2023	6,561.57		103020		6,561.57
5656		WI SCTF							
	I-219202307114281	Annual R & D Withholding	R	7/14/2023	117.62		103021		117.62
9037		ACOUSTIC MAYHEM							
	I-202307124304	ACOUSTIC MAYHEM	R	7/12/2023	300.00		103022		300.00
7940		ASHWAUBENON RETIRED FIRE DEPT							
	I-202307124305	ASHWAUBENON RETIRED FIRE DEPT	R	7/12/2023	290.00		103023		290.00
9038		KYLAR KUZIO							
	I-202307124306	KYLAR KUZIO	R	7/12/2023	300.00		103024		300.00
0001		A1 ELEVATOR CORP							
	I-20787	A1 ELEVATOR CORP	R	7/18/2023	145.50		103025		
	I-20788	A1 ELEVATOR CORP	R	7/18/2023	180.00		103025		325.50
0302		AIRGAS USA LLC							
	I-5500077004	AIRGAS USA LLC	R	7/18/2023	257.32		103026		
	I-5500077630	AIRGAS USA LLC	R	7/18/2023	621.40		103026		
	I-9139332198	AIRGAS USA LLC	R	7/18/2023	504.48		103026		1,383.20
2982		ALL CITY COMMUNICATIONS							
	I-4699411-070123	ALL CITY COMMUNICATIONS	R	7/18/2023	92.00		103027		92.00
9000		AMERICAN RED CROSS							
	I-22599961	AMERICAN RED CROSS	R	7/18/2023	492.00		103028		
	I-22605223	AMERICAN RED CROSS	R	7/18/2023	210.00		103028		702.00
7507		DEBORAH ARMBRUSTER							
	I-202307104274	DEBORAH ARMBRUSTER	R	7/18/2023	53.17		103029		53.17
2453		ASBESTOS REMOVAL INC							
	I-13306	ASBESTOS REMOVAL INC	R	7/18/2023	110.00		103030		110.00
7733		ATIS ELEVATOR INSPECTIONS LLC							
	I-IN295547	ATIS ELEVATOR INSPECTIONS LLC	R	7/18/2023	125.00		103031		125.00

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8362		AURORA HEALTH CARE							
	I-202307104275	AURORA HEALTH CARE	R	7/18/2023	75.00		103032		75.00
5848		AUTO ZONE							
	I-3959525157	AUTO ZONE	R	7/18/2023	5.73		103033		5.73
7685		AXON ENTERPRISE INC							
	I-INUS127254	AXON ENTERPRISE INC	R	7/18/2023	17,471.91		103034		
	I-INUS127319	AXON ENTERPRISE INC	R	7/18/2023	53,144.08		103034		
	I-INUS129253	AXON ENTERPRISE INC	R	7/18/2023	275.64		103034		70,891.63
0019		BADGER POPCORN & CONC SUPPLY I							
	I-504647	BADGER POPCORN & CONC SUPPLY I	R	7/18/2023	413.44		103035		
	I-504651	BADGER POPCORN & CONC SUPPLY I	R	7/18/2023	373.92		103035		787.36
0020		BADGERLAND PRINTING INC							
	I-39971	BADGERLAND PRINTING INC	R	7/18/2023	30.00		103036		
	I-40032	BADGERLAND PRINTING INC	R	7/18/2023	90.00		103036		120.00
0027		BAY TOWEL INC							
	C-C4520092	BAY TOWEL INC	R	7/18/2023	4.80CR		103037		
	I-4520093	BAY TOWEL INC	R	7/18/2023	194.89		103037		
	I-4526285	BAY TOWEL INC	R	7/18/2023	116.00		103037		
	I-4526286	BAY TOWEL INC	R	7/18/2023	194.89		103037		
	I-4532467	BAY TOWEL INC	R	7/18/2023	116.00		103037		616.98
8891		BAYCARE AURORA LLC							
	I-188-CI0000456	BAYCARE AURORA LLC	R	7/18/2023	159.70		103038		
	I-188-CI0000466	BAYCARE AURORA LLC	R	7/18/2023	3,911.84		103038		4,071.54
7067		BEST STUMP GRINDING LLC							
	I-12624	BEST STUMP GRINDING LLC	R	7/18/2023	3,400.00		103039		3,400.00
0033		BIRDSEYE DAIRY INC							
	I-162027	BIRDSEYE DAIRY INC	R	7/18/2023	843.68		103040		
	I-162029	BIRDSEYE DAIRY INC	R	7/18/2023	180.54		103040		1,024.22
0038		BROADWAY AUTOMOTIVE INC							
	I-653051P	BROADWAY AUTOMOTIVE INC	R	7/18/2023	354.37		103041		
	I-653651P	BROADWAY AUTOMOTIVE INC	R	7/18/2023	52.51		103041		
	I-654123P	BROADWAY AUTOMOTIVE INC	R	7/18/2023	44.24		103041		
	I-654174P	BROADWAY AUTOMOTIVE INC	R	7/18/2023	56.78		103041		
	I-772864	BROADWAY AUTOMOTIVE INC	R	7/18/2023	184.73		103041		692.63

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0790		BROWN COUNTY CLERK							
	I-202307104276	BROWN COUNTY CLERK	R	7/18/2023	25.00		103042		25.00
0046		BROWN COUNTY PORT & RESOURCE R							
	I-54754	BROWN COUNTY PORT & RESOURCE R	R	7/18/2023	37,999.14		103043		37,999.14
0044		BROWN COUNTY REGISTER OF DEEDS							
	I-INVOICE_1208	BROWN COUNTY REGISTER OF DEEDS	R	7/18/2023	5.50		103044		5.50
2984		BROWN COUNTY TREASURER							
	I-2023-00000005 B	BROWN COUNTY TREASURER	R	7/18/2023	30.00		103045		
	I-2023-00000087	BROWN COUNTY TREASURER	R	7/18/2023	30.00		103045		60.00
8443		CINTAS							
	I-4156605375	CINTAS	R	7/18/2023	38.29		103046		
	I-4158852203	CINTAS	R	7/18/2023	38.29		103046		
	I-4159515554	CINTAS	R	7/18/2023	38.29		103046		
	I-4160232326	CINTAS	R	7/18/2023	38.29		103046		
	I-4160875831	CINTAS	R	7/18/2023	38.29		103046		191.45
2708		CLEANING SOLUTION SERVICES INC							
	I-23143	CLEANING SOLUTION SERVICES INC	R	7/18/2023	1,758.93		103047		
	I-23148	CLEANING SOLUTION SERVICES INC	R	7/18/2023	2,218.50		103047		
	I-23182	CLEANING SOLUTION SERVICES INC	R	7/18/2023	291.87		103047		
	I-23186	CLEANING SOLUTION SERVICES INC	R	7/18/2023	629.20		103047		
	I-23197	CLEANING SOLUTION SERVICES INC	R	7/18/2023	324.22		103047		5,222.72
1516		CLIFTONLARSONALLEN LLP							
	I-3736811	CLIFTONLARSONALLEN LLP	R	7/18/2023	735.00		103048		
	I-3774750	CLIFTONLARSONALLEN LLP	R	7/18/2023	18,010.00		103048		18,745.00
7997		COMPLETE OFFICE							
	I-AR52978	COMPLETE OFFICE	R	7/18/2023	40.35		103049		
	I-AR52979	COMPLETE OFFICE	R	7/18/2023	60.69		103049		
	I-AR52980	COMPLETE OFFICE	R	7/18/2023	41.55		103049		
	I-AR52981	COMPLETE OFFICE	R	7/18/2023	55.18		103049		197.77
7639		CORE & MAIN LP							
	I-T161489	CORE & MAIN LP	R	7/18/2023	1,477.50		103050		1,477.50
2926		CROSBY HEAVY DUTY WRECKER SERV							
	I-58334	CROSBY HEAVY DUTY WRECKER SERV	R	7/18/2023	95.00		103051		
	I-63017	CROSBY HEAVY DUTY WRECKER SERV	R	7/18/2023	320.00		103051		415.00

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7546		JASON CUMMINGS							
	I-202307104277	JASON CUMMINGS	R	7/18/2023	65.39		103052		65.39
8740		CUMMINS SALES AND SERVICE							
	I-F4-40845	CUMMINS SALES AND SERVICE	R	7/18/2023	173.24		103053		173.24
3212		DIXON ENGINEERING INC							
	I-23-0672	DIXON ENGINEERING INC	R	7/18/2023	1,000.00		103054		1,000.00
0086		ERC INC							
	I-ERC-0723-1543	ERC INC	R	7/18/2023	589.76		103055		589.76
0093		FEDERAL EXPRESS CORP							
	I-2-170-36655	FEDERAL EXPRESS CORP	R	7/18/2023	109.16		103056		109.16
0200		FIRST SUPPLY LLC							
	I-13753409-00	FIRST SUPPLY LLC	R	7/18/2023	190.31		103057		190.31
1372		FORTRESS FENCE INC							
	I-236733601	FORTRESS FENCE INC	R	7/18/2023	750.00		103058		750.00
0107		FOX VALLEY TECHNICAL COLLEGE							
	I-TPB0000831014	FOX VALLEY TECHNICAL COLLEGE	R	7/18/2023	15.00		103059		15.00
5349		RYAN GLIME							
	I-202307114278	RYAN GLIME	R	7/18/2023	68.04		103060		68.04
2544		GLOBAL RECOGNITION INC							
	I-222891	GLOBAL RECOGNITION INC	R	7/18/2023	65.95		103061		65.95
6923		GORDON FLESCH COMPANY INC.							
	I-IN14254121	GORDON FLESCH COMPANY INC.	R	7/18/2023	104.04		103062		104.04
5830		GRAEF INC							
	I-127417	GRAEF INC	R	7/18/2023	2,288.50		103063		2,288.50
0116		GRAINGER INC							
	I-9745641713	GRAINGER INC	R	7/18/2023	34.70		103064		34.70
7764		GREAT AMERICA FINANCIAL SVCS							
	I-34355559	GREAT AMERICA FINANCIAL SVCS	R	7/18/2023	1,595.00		103065		1,595.00
0124		GREEN BAY CITY TREASURER							
	I-173907	GREEN BAY CITY TREASURER	R	7/18/2023	17,516.00		103066		
	I-202307114279	GREEN BAY CITY TREASURER	R	7/18/2023	743.90		103066		18,259.90

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4826		GUSTAVE A LARSON CO							
	I-5165892	GUSTAVE A LARSON CO	R	7/18/2023	5.92		103067		5.92
2947		MATTHEW GUTH							
	I-202307114280	MATTHEW GUTH	R	7/18/2023	101.24		103068		101.24
4902		HALRON LUBRICANTS INC							
	I-1410966-00	HALRON LUBRICANTS INC	R	7/18/2023	957.86		103069		957.86
1252		HURCKMAN MECHANICAL INDUSTRIES							
	I-C002866	HURCKMAN MECHANICAL INDUSTRIES	R	7/18/2023	950.00		103070		
	I-C002867	HURCKMAN MECHANICAL INDUSTRIES	R	7/18/2023	872.50		103070		
	I-C002868	HURCKMAN MECHANICAL INDUSTRIES	R	7/18/2023	1,885.00		103070		
	I-C002871	HURCKMAN MECHANICAL INDUSTRIES	R	7/18/2023	572.00		103070		
	I-C002872	HURCKMAN MECHANICAL INDUSTRIES	R	7/18/2023	1,792.50		103070		
	I-C002873	HURCKMAN MECHANICAL INDUSTRIES	R	7/18/2023	1,335.00		103070		7,407.00
5484		HYDROCORP INC							
	I-72846-IN	HYDROCORP INC	R	7/18/2023	2,787.00		103071		2,787.00
1399		INDOFF INC							
	I-3656968	INDOFF INC	R	7/18/2023	137.00		103072		
	I-3657952	INDOFF INC	R	7/18/2023	39.94		103072		
	I-3659825	INDOFF INC	R	7/18/2023	20.42		103072		197.36
0362		JOHNSON CONTROLS FIRE PROTECTI							
	I-89879030	JOHNSON CONTROLS FIRE PROTECTI	R	7/18/2023	1,136.00		103073		1,136.00
8364		JOHNSTONE SUPPLY							
	I-6063173	JOHNSTONE SUPPLY	R	7/18/2023	29.22		103074		
	I-6063198	JOHNSTONE SUPPLY	R	7/18/2023	80.18		103074		
	I-6063464	JOHNSTONE SUPPLY	R	7/18/2023	100.85		103074		
	I-6064170	JOHNSTONE SUPPLY	R	7/18/2023	128.78		103074		
	I-6064378	JOHNSTONE SUPPLY	R	7/18/2023	1.64		103074		
	I-6064398	JOHNSTONE SUPPLY	R	7/18/2023	56.88		103074		397.55
1276		JX ENTERPRISES INC							
	C-14253646P	JX ENTERPRISES INC	R	7/18/2023	105.98CR		103075		
	C-14253651P	JX ENTERPRISES INC	R	7/18/2023	423.92CR		103075		
	C-14253660P	JX ENTERPRISES INC	R	7/18/2023	122.97CR		103075		
	C-14261108P	JX ENTERPRISES INC	R	7/18/2023	61.53CR		103075		
	I-14253656P	JX ENTERPRISES INC	R	7/18/2023	52.99		103075		
	I-14260638P	JX ENTERPRISES INC	R	7/18/2023	61.53		103075		
	I-14261720P	JX ENTERPRISES INC	R	7/18/2023	18.82		103075		
	I-14264038P	JX ENTERPRISES INC	R	7/18/2023	23.68		103075		
	I-14264087P[	JX ENTERPRISES INC	R	7/18/2023	363.96		103075		
	I-14265393P	JX ENTERPRISES INC	R	7/18/2023	45.00		103075		
	I-14265620P	JX ENTERPRISES INC	R	7/18/2023	147.96		103075		

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	I-14265999P	JX ENTERPRISES INC	R	7/18/2023	54.50		103075		
	I-14266099P	JX ENTERPRISES INC	R	7/18/2023	281.98		103075		
	I-1456441S	JX ENTERPRISES INC	R	7/18/2023	1,678.58		103075		2,014.60
0530		KAY DISTRIBUTING INC							
	C-W-1587500	KAY DISTRIBUTING INC	R	7/18/2023	240.00CR		103077		
	C-W-1587737	KAY DISTRIBUTING INC	R	7/18/2023	326.15CR		103077		
	I-B-1585930	KAY DISTRIBUTING INC	R	7/18/2023	2,373.10		103077		1,806.95
8470		KEM EQUIPMENT INC							
	I-34668	KEM EQUIPMENT INC	R	7/18/2023	79.88		103078		79.88
9033		KNOTTY PINE NURSERY							
	I-204789	KNOTTY PINE NURSERY	R	7/18/2023	460.00		103079		460.00
3140		KUNDINGER FLUID POWER INC							
	I-50749764	KUNDINGER FLUID POWER INC	R	7/18/2023	52.49		103080		
	I-50751115	KUNDINGER FLUID POWER INC	R	7/18/2023	133.90		103080		186.39
0154		LAMERS BUS LINES INC							
	I-40320	LAMERS BUS LINES INC	R	7/18/2023	60.00		103081		
	I-40321	LAMERS BUS LINES INC	R	7/18/2023	60.00		103081		
	I-40322	LAMERS BUS LINES INC	R	7/18/2023	60.00		103081		
	I-40323	LAMERS BUS LINES INC	R	7/18/2023	60.00		103081		
	I-40452	LAMERS BUS LINES INC	R	7/18/2023	60.00		103081		
	I-40453	LAMERS BUS LINES INC	R	7/18/2023	60.00		103081		
	I-40454	LAMERS BUS LINES INC	R	7/18/2023	60.00		103081		
	I-40559	LAMERS BUS LINES INC	R	7/18/2023	60.00		103081		
	I-40779	LAMERS BUS LINES INC	R	7/18/2023	60.00		103081		
	I-40780	LAMERS BUS LINES INC	R	7/18/2023	60.00		103081		
	I-41161	LAMERS BUS LINES INC	R	7/18/2023	60.00		103081		
	I-41162	LAMERS BUS LINES INC	R	7/18/2023	60.00		103081		
	I-41164	LAMERS BUS LINES INC	R	7/18/2023	60.00		103081		780.00
5786		CINDY LEE							
	I-202307114282	CINDY LEE	R	7/18/2023	97.07		103082		97.07
0159		LEXIS NEXIS INC							
	I-3094542666	LEXIS NEXIS INC	R	7/18/2023	338.00		103083		338.00
2044		LIGHTHOUSE TITLE INC							
	I-202307114283	LIGHTHOUSE TITLE INC	R	7/18/2023	75.00		103084		75.00

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7158		MICHAEL LINSSEN							
	I-202307114287	MICHAEL LINSSEN	R	7/18/2023	63.26		103085		63.26
7185		M3 INSURANCE SOLUTIONS, INC.							
	I-94738	M3 INSURANCE SOLUTIONS, INC.	R	7/18/2023	13,291.12		103086		13,291.12
7446		MACQUEEN EQUIPMENT							
	I-E00900	MACQUEEN EQUIPMENT	R	7/18/2023	482,859.00		103087		
	I-E00928	MACQUEEN EQUIPMENT	R	7/18/2023	75,698.00		103087		
	I-P29676	MACQUEEN EQUIPMENT	R	7/18/2023	240.77		103087		558,797.77
0173		MENARDS INC							
	I-16969	MENARDS INC	R	7/18/2023	299.52		103088		
	I-17036	MENARDS INC	R	7/18/2023	481.93		103088		
	I-17288	MENARDS INC	R	7/18/2023	23.28		103088		
	I-17296	MENARDS INC	R	7/18/2023	32.06		103088		
	I-17552	MENARDS INC	R	7/18/2023	159.15		103088		
	I-17585	MENARDS INC	R	7/18/2023	38.06		103088		
	I-17588	MENARDS INC	R	7/18/2023	114.85		103088		
	I-17605	MENARDS INC	R	7/18/2023	9.94		103088		
	I-17653	MENARDS INC	R	7/18/2023	5.98		103088		
	I-17657	MENARDS INC	R	7/18/2023	66.13		103088		
	I-17696	MENARDS INC	R	7/18/2023	72.99		103088		
	I-17736	MENARDS INC	R	7/18/2023	9.64		103088		
	I-17915	MENARDS INC	R	7/18/2023	49.59		103088		
	I-17974	MENARDS INC	R	7/18/2023	27.96		103088		
	I-18085	MENARDS INC	R	7/18/2023	14.99		103088		1,406.07
9035		MILE-X EQUIPMENT INC							
	I-107404	MILE-X EQUIPMENT INC	R	7/18/2023	2,759.53		103090		2,759.53
0524		MJB INDUSTRIES INC							
	I-6139	MJB INDUSTRIES INC	R	7/18/2023	16,560.00		103091		16,560.00
0180		MONROE TRUCK EQUIPMENT INC							
	I-46670	MONROE TRUCK EQUIPMENT INC	R	7/18/2023	1,560.00		103092		
	I-46671	MONROE TRUCK EQUIPMENT INC	R	7/18/2023	1,560.00		103092		
	I-46672	MONROE TRUCK EQUIPMENT INC	R	7/18/2023	1,560.00		103092		
	I-46673	MONROE TRUCK EQUIPMENT INC	R	7/18/2023	1,560.00		103092		
	I-46681	MONROE TRUCK EQUIPMENT INC	R	7/18/2023	18,495.00		103092		
	I-847790	MONROE TRUCK EQUIPMENT INC	R	7/18/2023	320.22		103092		25,055.22
3191		NCI							
	I-AR29866	NCI	R	7/18/2023	52.90		103093		52.90

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7129		NELSON TACTICAL							
	I-3299	NELSON TACTICAL	R	7/18/2023	961.37		103094		961.37
0531		NORTHEAST AUTO PARTS INC							
	I-391279	NORTHEAST AUTO PARTS INC	R	7/18/2023	180.99		103095		
	I-391380	NORTHEAST AUTO PARTS INC	R	7/18/2023	43.84		103095		
	I-391383	NORTHEAST AUTO PARTS INC	R	7/18/2023	81.51		103095		
	I-391421	NORTHEAST AUTO PARTS INC	R	7/18/2023	56.80		103095		
	I-391437	NORTHEAST AUTO PARTS INC	R	7/18/2023	131.09		103095		
	I-391467	NORTHEAST AUTO PARTS INC	R	7/18/2023	17.99		103095		
	I-391487	NORTHEAST AUTO PARTS INC	R	7/18/2023	11.49		103095		
	I-391512	NORTHEAST AUTO PARTS INC	R	7/18/2023	42.60		103095		
	I-391548	NORTHEAST AUTO PARTS INC	R	7/18/2023	54.12		103095		
	I-391578	NORTHEAST AUTO PARTS INC	R	7/18/2023	43.68		103095		
	I-391607	NORTHEAST AUTO PARTS INC	R	7/18/2023	21.56		103095		
	I-391627	NORTHEAST AUTO PARTS INC	R	7/18/2023	13.00		103095		
	I-391637	NORTHEAST AUTO PARTS	R	7/18/2023	37.25		103095		
	I-391658	NORTHEAST AUTO PARTS INC	R	7/18/2023	11.09		103095		
	I-391665	NORTHEAST AUTO PARTS INC	R	7/18/2023	61.70		103095		
	I-391666	NORTHEAST AUTO PARTS INC	R	7/18/2023	13.94		103095		
	I-391905	NORTHEAST AUTO PARTS INC	R	7/18/2023	59.04		103095		
	I-392123	NORTHEAST AUTO PARTS INC	R	7/18/2023	195.87		103095		1,077.56
5433		NORTHEAST WI TECH COLLEGE							
	I-CS36944	NORTHEAST WI TECH COLLEGE	R	7/18/2023	65.00		103097		65.00
8019		OFFICE ENTERPRISES INC							
	I-535859	OFFICE ENTERPRISES INC	R	7/18/2023	41.99		103098		
	I-536838	OFFICE ENTERPRISES INC	R	7/18/2023	7.56		103098		49.55
0194		OLSON TRAILER & BODY LLC							
	I-108809C	OLSON TRAILER & BODY LLC	R	7/18/2023	85.48		103099		85.48
0197		PACKER CITY INTL TRUCKS INC							
	I-R101053733:01	PACKER CITY INTL TRUCKS INC	R	7/18/2023	1,731.89		103100		
	I-X101174885:01	PACKER CITY INTL TRUCKS INC	R	7/18/2023	179.96		103100		
	I-X101177439:01	PACKER CITY INTL TRUCKS INC	R	7/18/2023	46.22		103100		
	I-X101177439:02	PACKER CITY INTL TRUCKS INC	R	7/18/2023	383.64		103100		
	I-X101177439:03	PACKER CITY INTL TRUCKS INC	R	7/18/2023	120.58		103100		2,462.29
1331		PACKER FASTENER & SUPPLY INC							
	I-806430	PACKER FASTENER & SUPPLY INC	R	7/18/2023	73.59		103101		
	I-813138	PACKER FASTENER & SUPPLY INC	R	7/18/2023	254.91		103101		
	I-IN10309	PACKER FASTENER & SUPPLY INC	R	7/18/2023	38.00		103101		
	I-IN1786	PACKER FASTENER & SUPPLY INC	R	7/18/2023	189.28		103101		
	I-IN3910	PACKER FASTENER & SUPPLY INC	R	7/18/2023	31.89		103101		
	I-IN6039	PACKER FASTENER & SUPPLY INC	R	7/18/2023	166.94		103101		
	I-IN8353	PACKER FASTENER & SUPPLY INC	R	7/18/2023	51.12		103101		
	I-IN9603	PACKER FASTENER & SUPPLY INC	R	7/18/2023	17.61		103101		823.34

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7929		WALTER PAPPAS							
	I-202307114284	WALTER PAPPAS	R	7/18/2023	171.74		103102		171.74
0202		PEPSI COLA OF GREEN BAY							
	I-90084575	PEPSI COLA OF GREEN BAY	R	7/18/2023	701.40		103103		
	I-92196764	PEPSI COLA OF GREEN BAY	R	7/18/2023	297.18		103103		998.58
0208		POMP'S TIRE SERVICE INC							
	I-90083293	POMP'S TIRE SERVICE INC	R	7/18/2023	261.66		103104		
	I-90083305	POMP'S TIRE SERVICE INC	R	7/18/2023	893.87		103104		
	I-90084575	POMP'S TIRE SERVICE INC	R	7/18/2023	761.28		103104		
	I-90084805	POMP'S TIRE SERVICE INC	R	7/18/2023	745.03		103104		
	I-90084854	POMP'S TIRE SERVICE INC	R	7/18/2023	36.80		103104		
	I-90085065	POMP'S TIRE SERVICE INC	R	7/18/2023	31.80		103104		2,730.44
1246		PREVEA HEALTH							
	I-144340	PREVEA HEALTH	R	7/18/2023	249.00		103105		249.00
0395		PRO ONE JANITORIAL INC							
	I-198770	PRO ONE JANITORIAL INC	R	7/18/2023	1,280.00		103106		1,280.00
5973		RAE-COR DISTRIBUTING INC							
	I-42202	RAE-COR DISTRIBUTING INC	R	7/18/2023	440.65		103107		440.65
0222		RNOW INC							
	I-2023-66566	RNOW INC	R	7/18/2023	3,449.73		103108		
	I-2023-66586	RNOW INC	R	7/18/2023	467.35		103108		
	I-2023-66587	RNOW INC	R	7/18/2023	249.72		103108		4,166.80
0158		ROBERT E LEE & ASSOCIATES INC							
	I-84375	ROBERT E LEE & ASSOCIATES INC	R	7/18/2023	872.75		103109		
	I-84454	ROBERT E LEE & ASSOCIATES INC	R	7/18/2023	1,492.41		103109		2,365.16
5867		COREY RODEWALD							
	I-202307114285	COREY RODEWALD	R	7/18/2023	36.06		103110		36.06
0501		SAINT MARY'S HOSPITAL							
	I-1775	SAINT MARY'S HOSPITAL	R	7/18/2023	30.44		103111		30.44
0235		SAINT VINCENT HOSPITAL							
	I-3222	SAINT VINCENT HOSPITAL	R	7/18/2023	106.24		103112		106.24
3836		SCHROEDER'S FLOWERS							
	I-190916	SCHROEDER'S FLOWERS	R	7/18/2023	4,250.00		103113		4,250.00

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8202		SHERWIN WILLIAMS CO							
	I-5504-8	SHERWIN WILLIAMS CO	R	7/18/2023	2,472.00		103114		2,472.00
8158		SHIRLEY FEED MILL							
	I-74856	SHIRLEY FEED MILL	R	7/18/2023	464.85		103115		464.85
9034		SNODEPOT LLC							
	I-405442	SNODEPOT LLC	R	7/18/2023	1,798.00		103116		1,798.00
0598		STERICYCLE INC							
	I-8004238524	STERICYCLE INC	V	7/18/2023	1,086.68		103117		1,086.68
0598		STERICYCLE INC							
	M-CHECK	STERICYCLE INC VOIDED	V	7/18/2023			103117		1,086.68CR
1528		TEAM APPAREL & SPECIALTIES INC							
	I-131131	TEAM APPAREL & SPECIALTIES INC	R	7/18/2023	982.10		103118		982.10
1695		TOYS FOR TRUCKS							
	I-INV229740	TOYS FOR TRUCKS	R	7/18/2023	476.08		103119		476.08
0268		TRUCK EQUIPMENT INC							
	I-1047184-00	TRUCK EQUIPMENT INC	R	7/18/2023	3,082.50		103120		3,082.50
0416		TWIRL SEWER SERVICE							
	I-38438	TWIRL SEWER SERVICE	R	7/18/2023	220.00		103121		220.00
0272		UNIFORM SHOPPE INC							
	I-335118	UNIFORM SHOPPE INC	R	7/18/2023	231.90		103122		
	I-335327	UNIFORM SHOPPE INC	R	7/18/2023	18.95		103122		
	I-335344	UNIFORM SHOPPE INC	R	7/18/2023	54.46		103122		
	I-335656	UNIFORM SHOPPE INC	R	7/18/2023	258.80		103122		
	I-335668	UNIFORM SHOPPE INC	R	7/18/2023	71.95		103122		636.06
7015		US BANK EQUIPMENT FINANCE							
	I-504736091	US BANK EQUIPMENT FINANCE	R	7/18/2023	276.94		103123		276.94
0277		VAN'S FIRE & SAFETY INC							
	I-4172216	VAN'S FIRE & SAFETY INC	R	7/18/2023	116.78		103124		
	I-4172347	VAN'S FIRE & SAFETY INC	R	7/18/2023	2,145.00		103124		2,261.78
7210		VANDEN PLAS PORTABLE SOLUTIONS							
	I-13766	VANDEN PLAS PORTABLE SOLUTIONS	R	7/18/2023	144.60		103125		
	I-13916	VANDEN PLAS PORTABLE SOLUTIONS	R	7/18/2023	295.00		103125		439.60

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3707		VIKING ELECTRIC SUPPLY							
	C-S007031080.001	VIKING ELECTRIC SUPPLY	R	7/18/2023	284.40CR		103126		
	I-S006754405.002	VIKING ELECTRIC SUPPLY	R	7/18/2023	1,966.88		103126		
	I-S007021566.001	VIKING ELECTRIC SUPPLY	R	7/18/2023	204.18		103126		
	I-S007026500.001	VIKING ELECTRIC SUPPLY	R	7/18/2023	248.40		103126		
	I-S007031080.002	VIKING ELECTRIC SUPPLY	R	7/18/2023	151.50		103126		
	I-S007050452.001	VIKING ELECTRIC SUPPLY	R	7/18/2023	86.88		103126		
	I-S007066252.001	VIKING ELECTRIC SUPPLY	R	7/18/2023	160.20		103126		
	I-S007088746.001	VIKING ELECTRIC SUPPLY	R	7/18/2023	768.11		103126		
	I-S07031080.003	VIKING ELECTRIC SUPPLY	R	7/18/2023	151.50		103126		3,453.25
0287		WI DEPT OF ADMINISTRATION							
	I-505-0000071135	WI DEPT OF ADMINISTRATION	R	7/18/2023	88.70		103127		88.70
2645		WI DEPT OF JUSTICE							
	I-202307114286	WI DEPT OF JUSTICE	R	7/18/2023	56.00		103128		56.00
0294		WI DEPT OF TRANSPORTATION BBS							
	I-395-0000312213	WI DEPT OF TRANSPORTATION BBS	R	7/18/2023	11,167.60		103129		
	I-395-0000312233	WI DEPT OF TRANSPORTATION BBS	R	7/18/2023	11,373.61		103129		22,541.21
0296		WI ECONOMIC DEVELOPMENT ASSOC							
	I-ER-2023-3796	WI ECONOMIC DEVELOPMENT ASSOC	R	7/18/2023	39.00		103130		39.00
5260		WINDSTREAM							
	I-202307124307	WINDSTREAM	R	7/12/2023	41.84		103131		41.84
5405		AT&T MOBILITY							
	I-287299516426X70123	AT&T MOBILITY	R	7/14/2023	1,409.84		103132		1,409.84
0849		AMBROSIUS CONCRETE SUPPLIES IN							
	I-456748	AMBROSIUS CONCRETE SUPPLIES IN	R	7/18/2023	46.30		103133		
	I-456853	AMBROSIUS CONCRETE SUPPLIES IN	R	7/18/2023	17.20		103133		63.50
1781		ASPHALT SEAL & REPAIR INC							
	I-23-13 (2) FINAL	ASPHALT SEAL & REPAIR INC	R	7/18/2023	6,663.28		103134		6,663.28
5405		AT&T MOBILITY							
	I-287290889185X71523	AT&T MOBILITY	R	7/18/2023	1,654.86		103135		1,654.86
0019		BADGER POPCORN & CONC SUPPLY I							
	C-CMI504651	BADGER POPCORN & CONC SUPPLY I	R	7/18/2023	26.75CR		103136		
	I-504135	BADGER POPCORN & CONC SUPPLY I	R	7/18/2023	355.69		103136		
	I-504136	BADGER POPCORN & CONC SUPPLY I	R	7/18/2023	627.57		103136		
	I-504233	BADGER POPCORN & CONC SUPPLY I	R	7/18/2023	274.59		103136		
	I-505187	BADGER POPCORN & CONC SUPPLY I	R	7/18/2023	715.64		103136		
	I-515188	BADGER POPCORN & CONC SUPPLY I	R	7/18/2023	181.95		103136		2,128.69

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 6/21/2023 THRU 7/18/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0020		BADGERLAND PRINTING INC							
	I-40076	BADGERLAND PRINTING INC	R	7/18/2023	445.00		103137		445.00
0027		BAY TOWEL INC							
	I-4532468	BAY TOWEL INC	R	7/18/2023	194.89		103138		194.89
0033		BIRDSEYE DAIRY INC							
	I-161238	BIRDSEYE DAIRY INC	R	7/18/2023	1,110.72		103139		
	I-161622	BIRDSEYE DAIRY INC	R	7/18/2023	1,163.85		103139		
	I-161627	BIRDSEYE DAIRY INC	R	7/18/2023	775.48		103139		
	I-162717	BIRDSEYE DAIRY INC	R	7/18/2023	581.03		103139		
	I-162718	BIRDSEYE DAIRY INC	R	7/18/2023	231.93		103139		3,863.01
2944		BROWN COUNTY JAIL							
	I-DP06.2023	BROWN COUNTY JAIL	R	7/18/2023	80.00		103140		80.00
6061		CARRICO AQUATIC RESOURCES INC							
	I-20232907	CARRICO AQUATIC RESOURCES INC	R	7/18/2023	4,000.00		103141		
	I-20234027	CARRICO AQUATIC RESOURCES INC	R	7/18/2023	4,000.00		103141		8,000.00
0536		CDW GOVERNMENT INC							
	C-HK12007	CDW GOVERNMENT INC	R	7/18/2023	121.40CR		103142		
	C-HK72667	CDW GOVERNMENT INC	R	7/18/2023	39.04CR		103142		
	C-HL32224	CDW GOVERNMENT INC	R	7/18/2023	239.96CR		103142		
	C-HL84636	CDW GOVERNMENT INC	R	7/18/2023	592.88CR		103142		
	C-HL89126	CDW GOVERNMENT INC	R	7/18/2023	3,330.92CR		103142		
	C-W678811	CDW GOVERNMENT INC	R	7/18/2023	907.72CR		103142		
	I-HQ33370	CDW GOVERNMENT INC	R	7/18/2023	3,739.80		103142		
	I-KC72900	CDW GOVERNMENT INC	R	7/18/2023	518.93		103142		
	I-KC84687	CDW GOVERNMENT INC	R	7/18/2023	14.28		103142		
	I-KC98781	CDW GOVERNMENT INC	R	7/18/2023	62.48		103142		
	I-KH98969	CDW GOVERNMENT INC	R	7/18/2023	156.17		103142		
	I-KL93625	CDW GOVERNMENT INC	R	7/18/2023	2,561.51		103142		1,821.25
2708		CLEANING SOLUTION SERVICES INC							
	I-23142	CLEANING SOLUTION SERVICES INC	R	7/18/2023	1,436.94		103143		
	I-23201	CLEANING SOLUTION SERVICES INC	R	7/18/2023	1,026.57		103143		
	I-23202	CLEANING SOLUTION SERVICES INC	R	7/18/2023	112.78		103143		
	I-23203	CLEANING SOLUTION SERVICES INC	R	7/18/2023	250.42		103143		2,826.71
7997		COMPLETE OFFICE							
	I-AR54115	COMPLETE OFFICE	R	7/18/2023	40.88		103144		
	I-AR54116	COMPLETE OFFICE	R	7/18/2023	99.14		103144		
	I-AR54117	COMPLETE OFFICE	R	7/18/2023	25.00		103144		
	I-AR54118	COMPLETE OFFICE	R	7/18/2023	30.10		103144		195.12

VENDOR SET: 01 City of De Pere
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DATE RANGE: 6/21/2023 THRU 7/18/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8740		CUMMINS SALES AND SERVICE							
	I-F4-40839	CUMMINS SALES AND SERVICE	R	7/18/2023	226.30		103145		
	I-F4-40844	CUMMINS SALES AND SERVICE	R	7/18/2023	236.91		103145		463.21
5940		DE PERE CINEMA							
	I-202307144308	DE PERE CINEMA	R	7/18/2023	20.00		103146		20.00
0075		DIGGERS HOTLINE INC							
	I-230 6 36401	DIGGERS HOTLINE INC	R	7/18/2023	984.02		103147		984.02
3212		DIXON ENGINEERING INC							
	I-23-0715	DIXON ENGINEERING INC	R	7/18/2023	1,450.00		103148		
	I-23-0716	DIXON ENGINEERING INC	R	7/18/2023	1,450.00		103148		2,900.00
7422		EXCEL UNDERGROUND LLC							
	I-10562	EXCEL UNDERGROUND LLC	R	7/18/2023	15,244.16		103149		15,244.16
0200		FIRST SUPPLY LLC							
	I-13660404-00	FIRST SUPPLY LLC	R	7/18/2023	140.51		103150		
	I-13735011-00	FIRST SUPPLY LLC	R	7/18/2023	170.16		103150		
	I-13753443-00	FIRST SUPPLY LLC	R	7/18/2023	19.06		103150		
	I-13753750-00	FIRST SUPPLY LLC	R	7/18/2023	69.90		103150		
	I-13764979-00	FIRST SUPPLY LLC	R	7/18/2023	6.38		103150		406.01
8802		GFC LEASING - WI							
	I-I00836136	GFC LEASING - WI	R	7/18/2023	198.74		103151		198.74
0116		GRAINGER INC							
	C-9748417111	GRAINGER INC	R	7/18/2023	118.49CR		103152		
	I-9747201409	GRAINGER INC	R	7/18/2023	236.98		103152		
	I-9748417053	GRAINGER INC	R	7/18/2023	44.09		103152		162.58
6589		HSHS EWD							
	I-202307144309	HSHS EWD	R	7/18/2023	46.50		103153		46.50
1252		HURCKMAN MECHANICAL INDUSTRIES							
	I-C002870	HURCKMAN MECHANICAL INDUSTRIES	R	7/18/2023	1,463.50		103154		
	I-W40659	HURCKMAN MECHANICAL INDUSTRIES	R	7/18/2023	704.30		103154		2,167.80
4584		KRUCZEK CONST INC							
	I-22-02 (6)	KRUCZEK CONST INC	R	7/18/2023	143,656.35		103155		143,656.35
5704		CANDICE KUNESH							
	I-202307144310	CANDICE KUNESH	R	7/18/2023	540.50		103156		540.50

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 6/21/2023 THRU 7/18/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6577		LAKELAND LAWNCARE							
	I-117515	LAKELAND LAWNCARE	R	7/18/2023	600.00		103157		600.00
0154		LAMERS BUS LINES INC							
	I-41604	LAMERS BUS LINES INC	R	7/18/2023	60.00		103158		60.00
0163		MCC INC							
	I-22-07 (5)	MCC INC	R	7/18/2023	607,591.83		103159		607,591.83
0173		MENARDS INC							
	I-17910	MENARDS INC	R	7/18/2023	13.36		103160		
	I-17927	MENARDS INC	R	7/18/2023	279.97		103160		
	I-17973	MENARDS INC	R	7/18/2023	35.97		103160		
	I-18121	MENARDS INC	R	7/18/2023	76.95		103160		
	I-18243	MENARDS INC	R	7/18/2023	276.83		103160		683.08
2744		MSA PROFESSIONAL SERVICES INC							
	I-R09441026.0-11	MSA PROFESSIONAL SERVICES INC	R	7/18/2023	130.00		103161		
	I-R09441032.0-3	MSA PROFESSIONAL SERVICES INC	R	7/18/2023	2,500.00		103161		
	I-R0944126.0-10	MSA PROFESSIONAL SERVICES INC	R	7/18/2023	455.00		103161		3,085.00
0202		PEPSI COLA OF GREEN BAY							
	I-92195745	PEPSI COLA OF GREEN BAY	R	7/18/2023	316.88		103162		
	I-92199150	PEPSI COLA OF GREEN BAY	R	7/18/2023	206.27		103162		
	I-92199152	PEPSI COLA OF GREEN BAY	R	7/18/2023	230.28		103162		753.43
0208		POMP'S TIRE SERVICE INC							
	I-1010110304	POMP'S TIRE SERVICE INC	R	7/18/2023	506.84		103163		506.84
3960		ROTO-ROOTER							
	I-25605	ROTO-ROOTER	R	7/18/2023	647.50		103164		647.50
8157		RUEKERT & MIELKE							
	I-147227	RUEKERT & MIELKE	R	7/18/2023	10,386.50		103165		10,386.50
7457		SCHROTH WHOLESALE SUPPLY CO IN							
	I-415484	SCHROTH WHOLESALE SUPPLY CO IN	R	7/18/2023	250.20		103166		250.20
7604		SELNER TREE & SHRUB CARE INC							
	I-9419	SELNER TREE & SHRUB CARE INC	R	7/18/2023	1,230.39		103167		1,230.39
0555		SPECTRUM							
	I-0204853070723	SPECTRUM	R	7/18/2023	99.99		103168		99.99

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 6/21/2023 THRU 7/18/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5693		SPORTS EMPORIUM							
	I-202307144311	SPORTS EMPORIUM	R	7/18/2023	390.00		103169		390.00
1528		TEAM APPAREL & SPECIALTIES INC							
	I-131154/KRUEGER	TEAM APPAREL & SPECIALTIES INC	R	7/18/2023	534.50		103170		534.50
0272		UNIFORM SHOPPE INC							
	I-335799	UNIFORM SHOPPE INC	R	7/18/2023	995.00		103171		
	I-335831	UNIFORM SHOPPE INC	R	7/18/2023	31.90		103171		
	I-335964	UNIFORM SHOPPE INC	R	7/18/2023	15.95		103171		1,042.85
7786		WARRIOR JUNGLE							
	I-202307144313	WARRIOR JUNGLE	R	7/18/2023	924.00		103172		924.00
0298		WI PUBLIC SERVICE							
	I-202307144312	WI PUBLIC SERVICE	R	7/18/2023	3,237.95		103173		3,237.95
7857		WISCNET							
	I-20611	WISCNET	R	7/18/2023	2,000.00		103174		
	I-21086	WISCNET	R	7/18/2023	3,960.00		103174		5,960.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	268			3,480,781.81	0.00	3,479,695.13
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	11			574,451.12	0.00	574,451.12
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	1,086.68CR	1,086.68CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	279	4,054,146.25	0.00	4,054,146.25
BANK: AP TOTALS:	279	4,054,146.25	0.00	4,054,146.25
REPORT TOTALS:	279	4,054,146.25	0.00	4,054,146.25

SELECTION CRITERIA

VENDOR SET: 01-CITY OF DEPERE, WI
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 6/21/2023 THRU 7/18/2023
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **July 18, 2023**

DEPARTMENT: **Economic Development**

FROM: **Daniel Lindstrom**

SUBJECT: **Consideration and Possible Action on proposed development agreement terms with DE PERE 230 DEVELOPMENT PARTNERS LLC for a proposed redevelopment for the former Shopko store in Downtown De Pere.**

ATTACHMENTS:

- Shopko Redevelopment TIF Review Memo 07132023 (PDF)
- 1. Cross Access Easement Analysis (PDF)
- 2. ROW Transfers Map (PDF)
- 3 Shopko Conceptual TID Map - June 2023 (PDF)
- 4. Redevelopment Concept Plan (PDF)
- 5. Minimum Tax Payment Schedule Summary (PDF)
- 6. Municipal Revenue Obligations (MRO) Schedules (PDF)

CITY OF DE PERE

Development Services Department

335 South Broadway Street, De Pere, WI 54115 | 920-339-4043 | www.deperewi.gov

To: De Pere Common Council
From: Daniel Lindstrom, AICP Development Services Director

Re: Consideration and possible action on proposed development agreement terms with DE PERE 230 DEVELOPMENT PARTNERS LLC for a proposed redevelopment for the former Shopko store in Downtown De Pere.

This letter reviews the request for tax increment financing assistance for the De Pere 230 Development Partners LLC project at the former downtown De Pere Shopko (230 N Broadway ST). The redevelopment preliminary project contains approximately 27,800 square feet of retail, 27,500 square feet of office and commercial space/uses, 116 apartment units, 20 condominium units, 80 room (75,000 square foot) hotel, a publicly accessible walkable plaza, 117 private structured parking stalls, the reconstruction of the 200 block of N Wisconsin St and the re-establishment of the 500 block of William St, and the construction of a publicly owned parking structure that would enable the City to develop more of the surrounding area.

The redevelopment project proposal is broken down into six buildings in multiple phases to complete the project. For the purposes of this review letter, staff reviewed each individual building for: (1) analysis of each project financial proforma[1] and (2) the impact of each project to the future created TIDs cash flow[2]. Moreover, this review letter then combines each project review to evaluate the developer's total rates of returns. Each project review includes proposed terms for the Common Council to consider and determine recommended approval(s).

CONTEXT PLAN

TADYCH INVESTMENT PARTNERS | MIXED USE CONCEPT

[1] Analysis of Project Finances. This section looks at how the TIF request fits within the developer's pro forma for the project and whether the assumptions used in the pro forma match what is generally seen in the Wisconsin development market.
[2] Impact on a future created TID Cash Flow. This section looks at how much increment the development is anticipated to generate over the life of the TID and if the entire project is economically feasible.

SITE PLAN

eua

TADYCH INVESTMENT PARTNERS | MIXED USE CONCEPT #22166-00 06.12.2023

DEVELOPMENT MASSING

eua

TADYCH INVESTMENT PARTNERS | MIXED USE CONCEPT #22166-00 06.12.2023

1. Project Summary

The following tables summarize the entire redevelopment project as proposed and as also illustrated in the attachments to this review letter.

Project Assessed Value Summary

According to the per-unit analysis, after the demolition, land purchases, and land dedications, the proposed redevelopment project is estimated to create approximately $59,000,000 of new tax value to the downtown.

Table 1: Project Assessed Value Summary

Description	Aniticpated Construciton Year	TID Assignment	Assumed Existing	Proposed	Increment Value
Building A (Mixed Use w/ Market Rate Apts)	2024	A	$ 127,571	$ 8,000,000	$ 7,872,429
Building B (Commercial)	2027	C	$ 42,524	$ 4,200,000	$ 4,157,476
Building C (Hotel)	2026	B	$ 148,833	$ 21,000,000	$ 20,851,167
Building D (Mixed Use w/ Condos)	2027	C	$ 127,571	$ 18,200,000	$ 18,072,429
Building E (Parking Ramp)	2024	A	$ 450,867	$ -	$ (450,867)
Building F (Mixed Use w/ Market Rate Apts)	2025	A	$ 225,433	$ 9,000,000	$ 8,774,567
Total			**$ 1,122,800**	**$ 60,400,000**	**$ 59,277,200**

Developer Sources and Uses of Funds

City staff prepared a detailed analysis of the total redevelopment project sources and uses of funds. Developer and City staff revised the proposed development proforma to include approximately 67.25% permanent financing for the projects or approximately $59,400,000 in total private borrowing. Developer will bring the difference in as equity at approximately $23,000,000 and request a total upfront cash grant (possibly in the form of a forgivable loan) of approximately $5,450,000 along with potentially $500,000 in state grants (WEDC CDI). This proposed lending/financing structure is consistent with mixed-use market rate apartment projects, hotels, and other commercial uses. Typically, one would see permanent financing ranging from 65% - 75%. When reviewing the sources of funds, it is important to ensure that the project borrows as much as it can from lenders and investors, so they contribute as much as is reasonable given the expected market rate of return on the investment. If these sources are maximized and there are insufficient sources of funds to cover project costs, then a gap exists that may be filled by alternative sources such as TIF. However, if due to rising project costs, interest rates, or other unknown reasons, the total cost of borrowing may exceed what banks are willing to finance despite the developer maximizing lending, then a gap may exist which may be filled by alternative sources such as an upfront TIF cash grant or annual PAYGO TIF payment(s).

According to Developer's presented project costs and sources of funds, the proposed redevelopment project has a total of $5,450,000 initial development funding with the Developer monetizing an additional annual PAYGO TIF note with their own equity, which would be paid by the City following annual payment of taxes to meet expected market rates of return from the project to attract investors. The individual notes would cumulatively total nearly $5,250,000 for all five private development projects. The Net Present Value (NPV) of the initial funding gap (cash grant and PAYGO note) for the entire redevelopment project represents 14.0% of the total project costs ($88,250,000). The initial funding gap for the entire project represents 20.8% of the complete property value increment. The total PAYGO TIF notes amount to approximately 5.95% of the total financing and approximately 8.89% of the proposed increment value.

Therefore, the total supported public funding is approximately 20.8% of the project increment value. Typically, TIF assistance ranges from 15-20% for redevelopment projects of this type. It should be noted that the projects, as proposed, do have a higher cost per unit than other construction projects throughout the region, which is due to the means and type of construction. Due to the size and scale of the buildings, the redevelopment project proposes to utilize steel and concrete construction practices. This is primarily different from most "stick" or timber-built construction projects in this region. As a result, the projects have a higher unit cost but will also have a higher value per unit and a much longer building life than would be expected with timber frame construction (see

tables 2 and 3 for a detailed summary of the sources and uses of funds and the impact to the total TID). The total NVP of public funding is 42% of the total increment generated, but when the cost of borrowing is included, the total public funding is approximately 67% of the total generated income (see Tables 4 and 5 for the total impact of the public funding to the generated increment revenue).

Table 2: Developer Sources and Uses of Funds

Description	Uses of Funds	Sources of Funds							
		Senior Loan		Developer Equity		Upfront Cash Grant Incentive		State or Local Grants	
	Total Project Costs	Developer Proposed	City Recommendation (Hybrid Model)	Developer Proposed	City Recommendation (Hybrid Model)	Developer Proposed	City Recommendation (Hybrid Model)	Developer Proposed	City Recommendation (Hybrid Model)
Building A (Mixed Use w/ Market Rate Apts)	$ 14,358,272	$ 10,779,542	$ 10,779,542	$ 3,768,691	$ 3,768,691	$ 1,600,000	$ 1,350,000	$ -	$ 250,000
Building B (Commercial)	$ 5,846,010	$ 4,086,296	$ 4,086,296	$ 1,650,398	$ 1,650,398	$ 200,000	$ 200,000	$ -	$ -
Building C (Hotel)	$ 29,461,913	$ 20,100,237	$ 20,100,237	$ 7,781,235	$ 7,781,235	$ 1,600,000	$ 1,350,000	$ -	$ 250,000
Building D (Mixed Use w/ Condos)	$ 20,907,610	$ 14,871,747	$ 14,871,747	$ 6,196,781	$ 6,196,781	$ 1,200,000	$ 1,200,000	$ -	$ -
Building F (Mixed Use w/ Market Rate Apts)	$ 12,581,222	$ 9,501,949	$ 9,501,949	$ 3,420,650	$ 3,520,650	$ 1,500,000	$ 1,400,000	$ -	$ -
Total	**$ 83,155,027**	**$ 59,339,771**	**$ 59,339,771**	**$ 22,817,755**	**$ 22,917,755**	**$ 6,100,000**	**$ 5,500,000**	**$ -**	**$ 500,000**

Table 3: Uses of Funds Percent of Project Costs

Description	Uses of Funds	Sources of Funds							
		Senior Loan		Developer Equity		Upfront Cash Grant Incentive		State or Local Grants	
	Total Project Costs	City Recommendation (Hybrid Model)	% of Costs	City Recommendation (Hybrid Model)	% of Costs	City Recommendation (Hybrid Model)	% of Costs	City Recommendation (Hybrid Model)	% of Costs
Building A (Mixed Use w/ Market Rate Apts)	$ 16,148,233	$ 10,779,542	66.75%	$ 3,768,691	23.34%	$ 1,350,000	8.36%	$ 250,000	1.55%
Building B (Commercial)	$ 5,936,695	$ 4,086,296	68.83%	$ 1,650,398	27.80%	$ 200,000	3.37%	$ -	0.00%
Building C (Hotel)	$ 29,481,474	$ 20,100,237	68.18%	$ 7,781,235	26.39%	$ 1,350,000	4.58%	$ 250,000	0.85%
Building D (Mixed Use w/ Condos)	$ 22,268,530	$ 14,871,747	66.78%	$ 6,196,781	27.83%	$ 1,200,000	5.39%	$ -	0.00%
Building F (Mixed Use w/ Market Rate Apts)	$ 14,422,600	$ 9,501,949	65.88%	$ 3,520,650	24.41%	$ 1,400,000	9.71%	$ -	0.00%
Total	**$ 88,257,532**	**$ 59,339,771**	67.23%	**$ 22,917,755**	25.97%	**$ 5,500,000**	6.23%	**$ 500,000**	3.47%

Table 4: Percent of Total Generated Increment Revenue

Total NPV MRO	$ 6,715,000	22.74%
Total Cash Grant	$ 5,650,000	19.13%
	$ 12,365,000	41.87%
Total Generated Revenue	**$ 29,532,700**	-

Table 5: Total Impact to Generated Increment Revenue

Total MRO Payments	$ 10,222,740	34.61%
Total Cash Grant Payments	$ 9,553,595	32.35%
	$ 19,776,335	66.96%
Total Generated Revenue	**$ 29,532,700**	-

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2. Residential and Retail Growth and the Impact to Downtown Parking

The proposed development would add 116 residential units to the downtown and approximately 200 to 220 new long-term residents. The inclusion of 27,000 square feet of retail would allow for approximately 10 to 20 new retail and restaurant establishments including an upscale downtown hotel with restaurant meeting space accommodations.

Parking Demand: Per Walker Consultants.

Based on the shared parking model developed by Walker, the land use types and quantities envisioned for the proposed development are projected to generate the need for approximately 443 parking spaces during the peak demand period. However, as currently envisioned, a total of 388 parking spaces are planned to be provided within the development – 158 spaces located in several small underground parking structures, which are dedicated for use by residents of the development, and an additional 230 parking spaces in a City-owned, aboveground, public parking structure. At present, this means that there is at least a 55-space deficit between the projected peak parking demand expected to be generated by the proposed development and the planned parking supply.

In addition to the projected 55-space deficit for the proposed development, the plan to displace approximately 152 existing spaces in the City-owned surface parking lot at the north end of the development site means that, at certain times, it will be necessary for any replacement parking supply to satisfy any existing demand displaced by the project. While these existing public surface parking lots are not typically well utilized, cars do park here to frequent area businesses. As a result, the City should carefully consider the capacity of the aboveground parking structure being proposed as part of the Shopko redevelopment. If this new parking structure is expected to accommodate demand from the development, vehicles displaced from the City's surface parking lots, and any other future demand growth in the area, it may be advisable to increase the size of the structure that is built. Building additional spaces now will be more cost effective and less disruptive than expanding the parking structure at a future date, if necessary.

The City directed Walker Consultants to evaluate the impact of the removal of the parking lot to the north and replace with future smaller scale redevelopments. Removing those buildings and retaining the parking lot did have some impact to the overall parking demand, per Walker.

At the request of the City, Walker was asked to consider the impact on the projected peak parking demand expected to be generated by the proposed development if (the buildings on the city parking lot) were not constructed. Because these buildings are proposed to displace existing City-owned public parking, the City wants to understand the net impact of removing these buildings from the development on the supply of and demand for parking in the area.

Removing (the buildings on the city parking lot) from the shared parking model reduces the commercial square footage in the proposed development by 16,000 square feet from 79,400 to 63,400 square feet. Eliminating these buildings would also reduce the residential unit count by 74 units, bringing the total unit count down to 116 from the current 181 units. Lastly, 30 underground, resident parking spaces would be lost if these three buildings were not constructed, reducing the total parking count from 388 spaces to 358 spaces.

If (the buildings on the city parking lot) were removed from the development program, the peak parking need for the remaining development is projected to be 345 spaces on a weekday and 304 spaces on a weekend day. When compared to the new proposed parking supply of 358 spaces, eliminating these three buildings is expected to result in a small surplus of parking. Additionally, because the City's existing public surface parking lots could remain in place if (the buildings on the city parking lot) were not developed, those 152 existing spaces could be used to serve the development. However, the existing surface parking would be insufficient to fully replace the 230-space public parking structure currently being proposed to serve the development.

3. Market Evaluation

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

Initial Stabilized Year Return on Equity (ROE)

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

Return on Cost (ROC)

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

Internal Rate of Return (IRR)

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

As stated above, the leveraged IRR review process considers the value of the project at the end of the investment period since the net proceeds of a sale would also flow to the investors. This analysis also includes an assumed loss from the sales proceeds from costs associated with the real estate transaction.

4. Tax Increment District Performance

Staff proposed to undertake the proposed work and City participation with three separate TIDs. Due to the complexity of the projects, the use of a single TID for the entire project carries a greater amount of risk and the need to construct each building as soon as possible. The breakdown into two or three TIDs enables the City and Developer to be responsive to the market and create the TID as soon as possible but not before necessary to ensure the maximum number of years in each project payback. City staff prepared individual cash flow projections for each TID. Important to this scenario is the necessary and associated infrastructure work shall be included with the first TID, with the subsequent TID(s) as the allocating or donor TID(s) to assist with debt expenses to the benefit to all the TIDs. The infrastructure costs include, but are not limited to:

- Reconstruction of 360' of N Wisconsin Street at approximately $1,000 per linear foot. - $395,000[3]
- Purchase of Road Right-of-Way for N Wisconsin Street, currently under a cross-access easement – approximately 15,000 square feet for $375,000.
- Construction of 255' of William Street construction at approximately $1,000 per linear foot.($265,000) [4]
- Purchase of 65,500 square feet of land for William Street ROW and future parking ramp land at $25 per linear foot. ($1,315,000) [5]
- Purchase of Road Right-of-Way for William Street– approximately 17,425 square feet for $435,625.
- Parking Structure at a cost of approximately $30,000 a stall to be funded by the TID and other mechanisms (user fees, utilities, etc).
- Purchase of Site E for the parking structure 34,425 square feet for $860,625.
    - Total land costs of approximately $1,6170,000 to be finalized by the design of a parking structure and CSMs to divide the land.

Recommendation:
If the Common Council approves the proposed terms in concept, the City will draft Development Agreements that will be reviewed by the Common Council at a future meeting. It is assumed that each building will be a separate development agreement. The proposed redevelopment project as presented is meant to be conceptual but detailed enough to make assumed TID cash flow and high-level development proforma projections based on 10 years of established cash flow projections. If the Common Council recommends approval of the general concept as proposed, the City Administrator, City Attorney, and Development Services Director request the right to present development agreements that are substantially consistent with the proposed redevelopment concept and material terms. Proposed deviations from the concept plan shall be reevaluated by the City Staff for discussion and recommendation prior to development agreement preparation for Common Council approval. The City expects that each project may deviate from the initial information, but the terms provided herein may be amended based on the specific project on condition that the Common Council is aware of deviations prior to granting approval of any agreements.

[3] Costs include the estimated costs, financing fees, and capitalized interest
[4] Costs include the estimated costs, financing fees, and capitalized interest
[5] Costs include the estimated costs, financing fees, and capitalized interest

5. Individual Building Market Review and Proposed Redevelopment Terms

General Information

Parcel ID and Acres:	ED-875 and ED-861 (privately-owned) – approximately 4.17 acres
Purpose:	The purchase and demolition of the approximately 60,000 SF retail building located on the Shopko Parcel (the "Shopko Building" or "site") and construction on said property. The site is approximately 4.17 acres of land and improvements formerly occupied by Shopko and commonly known as 230 N Wisconsin, De Pere, WI 54115 (the "Shopko Parcel").
Development Agreements:	It is assumed that each building will be a separate development agreement. The proposed redevelopment project is meant to be conceptual but detailed enough to make assumed TID cash flow and high-level development proforma projections based on 10 years of established cash flow projections. If the Common Council recommends approval of the general concept as proposed, the City Administrator, City Attorney, and Development Services Director request the right to present development agreements that are substantially consistent with the proposed redevelopment concept and material terms. Proposed deviations from the concept plan shall be reevaluated by the City Staff for discussion and recommendation prior to development agreement preparation for Common Council approval. The City expects that each project may deviate from the initial information, but the terms provided herein may be amended based on the specific project on condition that the Common Council is aware of deviations prior to granting approval of any agreements. City shall record a copy of each development agreement against the subject parcels after signatures to memorialize these and other obligations in the agreements.

GENERAL DEVELOPMENT TERMS

General Terms and Conditions typically included in each subsequent development agreement.

General Developer Obligations:

The Developer shall complete all of the following:

1. **Purchase:** Purchase the Shopko Parcel.

2. **Raze:** Raze the Shopko Building prior to Jan 1, 2024. City will work with the Assessor to reduce the value of the parcel if the building demolition is underway.

3. **Land Division:** At its own expense, have a Certified Survey Map or plat of the subject parcel(s) prepared to illustrate proposed property lines and road right-of-way (ROW) transfers as outlots.

4. **Cross-Access Easement:** work with adjoining property owners to release the existing Cross-Access Easement related to all impacted parties (owners of ED-875, ED-861, ED-878, ED-880, ED-866, the City and other potential parties). Cross-Access Easement analysis is included as Exhibit 1 of this term sheet.

5. **Utility Evaluation:** At its own expense, prepare an evaluation of the utilities capacity in N Wisconsin ST, N Michigan ST, N Broadway ST, William ST, and James ST necessary to serve the developments and to submit to the Engineering Division to determine if existing utilities can support the proposed development.

    a. If upgrades are necessary to support the project, Developer shall pay for any required public infrastructure upgrades necessary to support the scale of the proposed project (i.e., water lines, sanitary sewer lines, storm sewer lines, sidewalks, traffic controls, etc.). Any additional infrastructure capacity beyond the scope of the project shall be at the expense of the City.

    b. If utility relocation is necessary, developer shall pay for an equal share required to serve the proposed development. Any additional infrastructure capacity beyond the scope of the project shall be at the expense of the City (i.e., cost of a “x” pipe vs cost of a “y” pipe).

6. **Land Transfers:** Developer shall transfer property by the terms identified elsewhere in this review letter. to serve the project as included in Exhibit 2.

7. **Ownership:** When the project is intended as a for-sale development (i.e., office, retail or residential condominiums), the developer must retain ownership of each project until final completion; provided, however, that individual condominium units may be sold as they are completed. For all other projects, the developer must retain ownership of the project at least long enough to complete it, stabilize its occupancy, establish the project management, and initiate payment of taxes based on the increased project value.

GENERAL DEVELOPMENT TERMS

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

1. **Tax Increment Financing District (TID) A.** Subject to Joint Review Board's discretion, create a new blight elimination or rehabilitation/conservation TID after October 1, 2023. The boundary shall be substantially similar to the boundary illustrated on Exhibit 3 for buildings/Site A and F.

2. **Tax Increment Financing District (TID) B.** Subject to Joint Review Board discretion, create a new blight elimination or rehabilitation/conservation TID prior to the development of building/site C. The boundary shall be substantially similar to the boundary illustrated on Exhibit 3.

3. **Tax Increment Financing District (TID) C.** Subject to Joint Review Board discretion, create a new blight elimination or rehabilitation/conservation TID prior to the development of building/site B & D. The boundary shall be substantially similar to the boundary illustrated on Exhibit 3.

4. **Road Right of Way (ROW) Transfer:** At its own expense, prepare the appraisal(s) of the ROW areas to be transferred. Including the purchase of Wisconsin Street and William Street ROW.

5. **Wisconsin ST Infrastructure:** Upon receipt of lands illustrated in Exhibit 2, work with the Developer to design and reconstruct Wisconsin ST in accordance with the terms in this review letter at a cost of approximately $360,000 attributable to the new tax increment district. Reconstruction shall be completed prior to the certificate of occupancy of building sites, A, B, or D; whichever building occurs first.

6. **William ST Infrastructure:** Upon receipt of lands illustrated in Exhibit 2, work with the Developer to design and construct William ST in accordance with the terms listed in this review letter at a cost of approximately $250,000 attributable to the new tax increment district. Construction shall be completed prior to the certificate of occupancy of building site F.

7. **WEDC Idle Sites Grant:** apply under special request for an Idle Sites Grant from the Wisconsin Economic Development Corporation for five-hundred thousand dollars ($500,000). The special request to the WEDC will deviate from the 10-acre minimum land acres for a commercial property and seek more than the maximum grant available of two-hundred fifty thousand dollars ($250,000.00).

8. **Public Parking:** Upon City purchase of lands illustrated in Exhibits 2 and 4, design and construct a public parking structure with approximately 200 to 300 stalls based on recommendations from the City's parking consultant. Construction shall be completed prior to the certificate of occupancy of building site C.

9. **Stormwater:** To the extent allowed by law, waive or otherwise satisfy any stormwater retention/management triggered by the project Developer to work with the City Engineering Division to ensure the redevelopment meets the 40% TSS stormwater requirements which may include directing stormwater to newly constructed regional ponds.

10. **Cross-Access Easement:** work with adjoining property owners to release existing cross-access easements related to all impacted parties (owners of ED-875, ED-861, ED-878, ED-880, ED-866, the Developer and other potential parties).

11. **Incentives:** provide incentives to each project based on the terms outlined in each specific site and the general terms below:

    a. The Common Council may elect to negotiate with the developer subject to a "look back" provision. If the Common Council elects to implement a look back provision, the provision shall mandate the developer to provide the City or its financial advisor with evidence of its annualized cumulative internal rate of return on the investment (IRR) or other mutually agreed upon measurement at specified periods of time after project completion. The selected metric shall be

GENERAL DEVELOPMENT TERMS

calculated with equity, revenues, expenses, and projected sales in accord with generally accepted accounting principles. If look back provisions are included the typical standards should apply.

i. When the Developer owns the subject property and rents space to tenants, supporting documentation shall include without limitation certified records of project costs and revenues including lease agreements and sales on a per square foot basis. If the records indicate that the Developer has received a metric rate of return than originally proposed to the City at the time of development agreement, the Developer and the City shall amend the future PAYGO agreements necessary to return metric to an agreed capped target. Any future Development Agreement shall state the agreed target metrics.

ii. When the subject property is a for-sale development and the IRR cannot be completed, the Developer shall provide financial data after the project is completed to include a calculation of profit on total development costs and revenue. If the records indicate that the Developer has received a metric rate of return than originally proposed to the City at the time of development agreement, the Developer and the City shall amend the future PAYGO agreements necessary to return metric to an agreed capped target. Any future Development Agreement shall state the agreed target metrics.

SITE A EVALUATION AND DEVELOPMENT TERMS

Site A Proposed Development: Construction of six-story retail, commercial, and market-rate apartments. The concept plan is included as Exhibit 4. The conceptual development summary is as follows:

1st Floor: Retail/commercial (approximately 7,000 sq ft)
2nd Floor: Office (approximately 10,000 sq ft)
3rd - 6th Floors: Market-rate residential (45-units)
Underground parking

Market Evaluation Summary: The Developer is proposing the redevelopment of Site A into a mixed use project. The Developer and City identified a funding gap of $1,600,000. Therefore, the Developer requests $1,600,000 in the form of a $1,350,000 upfront cash grant assistance and a $250,000 Community Development Investment Grant at the completion of the project. Moreover, the Developer will be securing a second mortgage backed by a Municipal Revenue Obligation (MRO) for $700,000. Given the public benefits that flow from redevelopment of highly visible entry into the downtown, the removal of a vacant and obsolete building, the increase in tax base, and the provision of new housing, the use of TIF to fill the gap can be justified.

The City calculated a proposed redevelopment project with the requested TIF assistance to achieve 15.2% leverage IRR and a stabilized ROE of 8.9%. This is within market averages for expected rates of return. A "stress test" to remove the incentive and increase the borrowing and equity to remove the gap indicated an approximate 10% IRR, a stabilized ROE of 4%, and a 10-year average ROE of 7%. Therefore, this indicates the project realistically needs the financing assistance to make the redevelopment appealing to investors and to allow for the project to occur.

Assumptions:

Residential Lease Rates:
25-1 bedroom/1bathroom units at $1,500/month
20-2 bedroom/1bathroom units at $2,300/month

Commercial Lease Rates:	$25/NNN
Vacancy:	30% First Year 5% stabilized
Lease Rates Inflation:	2.5% annually
Expense Rate Inflations:	2.5% annually
Mortgage Information:	30 Year private mortgage at 6.5%
Parking Allocation/Placement:	Underground for residential
Sale Value Cap Rate:	7%
Cost of Sale Percentage:	5%
Property Appreciation Rate:	1.5%
Annual MRO Payment:	$51,507-calculated from $700,000 at 4% over 22 years.
Annual Tax Payment:	Per schedule in Exhibit 5

SITE A EVALUATION AND DEVELOPMENT TERMS

Developer Obligations Site A – Retail/Commercial and Market Rate Multi-Family Housing:

1. **Timelines:**
    a. Secure zoning and site plan approvals by April 1, 2024.
    b. Creation of TID By March 1, 2024 (TID Phase 1)
    c. Commence construction by June 1, 2024.
    d. Complete Construction by December 31, 2025.
    e. Final assessed value by January 1, 2026.

2. **Site Plan:** A conditionally approved site plan shall be included with the development agreement. Site plans for Sites A-D shall include what portions of the shared public plaza shall be constructed with each site.

3. **Assessed Value and Tax Revenue:** Guarantees minimum annual tax increment revenue payment (tax payment) as included in Exhibit 5. The City shall assess the Redevelopment Project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The Total Project Grant is premised upon the completed Redevelopment Project having an Assessed Value equal to the Guaranteed Value for real property tax purposes of not less than $8,000,000; however, in no case shall the annual tax value be less than schedule in Exhibit 5: Minimum Tax Payment Schedule. The Developer shall make a Payment In Lieu Of Tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to any shortfall in the annual tax increment revenue.

4. **Land Use:** The first-floor commercial space adjacent to Michael J Walsh Plaza is to be targeted toward entertainment uses. If necessary, the Developer shall at its own expense prepare a condominium plat to establish the necessary condominium document for the subject development, including but not limited to, retail, residential, and public spaces.

5. **Infrastructure**: Pay for any necessary public infrastructure upgrades required to support the project (i.e. water lines, sanitary sewer lines, storm sewer lines, sidewalks, traffic controls, etc.).

6. **Parking**: Developer shall provide parking for commercial use on site or utilize on-street/shared parking as permitted in the City zoning code. Minimum parking for residential uses shall be provided by the Developer consistent with the rates in the zoning code (1 per dwelling unit).

7. **Development Incentive – PAYGO**: Secure second/separate mortgage to be backed with a Municipal Revenue Obligation as defined in the City Obligations section of this term sheet. The amount of the privately funded TIF Note shall be in the amount of $700,000 for a period of 22 years.

8. **Development Grant Applications:** Assist in preparing necessary information CDI Grant to the WEDC and preparation of necessary reporting requirements upon award, if any. The Developer will evenly split and reimburse the City for professional grant preparation services costs.

SITE A EVALUATION AND DEVELOPMENT TERMS

City Obligations Site A:

1. **Developer Project Cost Reimbursement Grant.** City shall provide Developer a grant of $1,350,000 to reimburse Project Costs incurred by Developer. Such grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified the final project costs, which such review shall not be unreasonably withheld or delayed. However, at no point shall an individual project grant be issued prior to September 1 of the subject year unless the Developer notifies the City by October of the preceding year that they expect to complete the applicable Project Phase between January 1 and July 31 of the subject year. The development agreement shall stipulate the total initial development costs and the Development Services Director shall review the total costs to ensure the total project costs are substantially similar to the estimated costs. Substantially similar shall be defined as ± five percent of the estimated project costs. The City and the Developer may request to renegotiate the project cost reimbursement grant for final project costs that are greater than or less than five percent of the estimated project costs.

2. **WEDC Community Development Investment Grant.** City shall apply for a WEDC Community Development Investment ("CDI") grant from the Wisconsin Economic Development Corporation seeking the maximum grant available of two-hundred fifty thousand dollars ($250,000.00). If the City is awarded the CDI Grant, City shall provide all proceeds thereof to Developer under the terms and conditions of the development agreement. If the City is unable to secure the $250,000 or is only able to secure a portion of the full grant, the difference shall be split equally between the City and the Developer.

3. **Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO):** City and Developer shall enter into an MRO with a principal value of $700,000.
    a. The MRO shall be issued on November 1st following the date the City has received revenue from the fully assessed and complete development.
    b. The MRO shall bear interest at a fixed annual rate of 4.0% at the date the MRO is issued.
    c. First payment on the MRO shall be issued on the same date as the issuance of the MRO.
    d. Subsequent annual payment of the MRO shall be on or before November 1. On each of the payment dates, the City shall pay to the Developer the PAYGO Project Grant up to the scheduled payment as shown on the MRO.
    e. The City reserves the right to make advance payments on the MRO upon mutual consent of the developer.
    f. Debt payments on the Project Cost Reimbursement Grant take priority over the PAYGO Project Grant; therefore, If the City is unable to make a full scheduled MRO payment due to the value of the building, mill rate changes, or any other unforeseen changes presented by the Developer, State, etc., the unpaid principal may be carried forward at the interest rate identified above; however, the unpaid interest shall not be carried forward.
    g. The MRO may be assigned to any lender providing financing to the project upon notice of such assignment. The Developer may elect for the City to pay directly to such lender the scheduled payment amounts under the MRO.
    h. The TID shall not terminate until the aggregate principle in the amount of $700,000 plus annual interest at the rate required by the Agreement has been paid or the district must be terminated by law, whichever occurs first.
    i. Lookback Provision: Developer and the City to negotiate a lookback provision to be included in the development agreement.

Timeline and Incentive Amounts: The incentives presented above represent the development and timeline scenario defined on this term sheet. Delays in completion of the project after a TID has been created may result in a proportionate reduction in the Developer Project Cost Reimbursement Grant and/or the Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO).

SITE B EVALUATION AND DEVELOPMENT TERMS

Site B Proposed Development: Construction of a two-story retail and office building. The concept plan is included as Exhibit 4. The approximate development summary is as follows:

1st Floor:	Retail (approx. 8,400 sq ft)
2nd Floor:	Office (approx. 8,400 sq ft)

Market Evaluation Summary: The Developer is proposing the redevelopment of Site B into a commercial redevelopment project. The Developer and City identified a funding gap of $200,000. Therefore, the Developer requests $200,000 in the form of an upfront cash grant assistance and the Developer will be securing a second mortgage backed by a Municipal Revenue Obligation (MRO) for $700,000. Given the public benefits that flow from redevelopment of highly visible entry into the downtown, the removal of a vacant and obsolete building, the increase in tax base, and the provision of new commercial and retail spaces in the downtown areas, the use of TIF to fill the gap can be justified.

The City calculated a proposed redevelopment project with the requested TIF assistance to achieve 13.3% leverage IRR and a stabilized ROE of 8.5%. This is within market averages for expected rates of return. A "stress test" to remove the incentive and increase the borrowing and equity to remove the gap indicated an approximate 10.25% IRR, a stabilized ROE of 5.2%, and an 10-year average ROE of 8.1%. Therefore, this indicates the project realistically needs the financing assistance to make the redevelopment appealing to investors and to allow for the project to occur.

Assumptions:

Residential Lease Rates:	N/A
Commercial Lease Rates:	$25/NNN
Vacancy:	30% First Year 5% stabilized
Lease Rates Inflation:	2.5% annually
Expense Rate Inflations:	2.5% annually
Mortgage Information:	30 Year private mortgage at 6.5%
Parking Allocation/Placement:	Not required per the current zoning code but could secure parking the ramp at a monthly cost.
Sale Value Cap Rate:	8%
Cost of Sale Percentage:	5%
Property Appreciation Rate:	1.5%
Annual MRO Payment:	$51,507 -calculated from $700,000 at 4% over 22 years.
Annual Tax Payment:	Per schedule in Exhibit 5

SITE B EVALUATION AND DEVELOPMENT TERMS

Developer Obligations Site B – Retail, Commercial, and Office:

1. **Timeline:**
    a. Secure zoning and site plan approvals by April 1, 2027
    b. Creation of TID By March 1, 2027 (TID Phase 3)
    c. Commence construction by June 1, 2027.
    d. Complete Construction by December 31, 2028.
    e. Final assessed value by January 1, 2029.

2. **Assessed Value and Revenue:** Guarantees minimum annual tax increment revenue payment (tax payment) as included in Exhibit 5. The City shall assess the redevelopment project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The Total Project Grant is premised upon the completed redevelopment project having an Assessed Value equal to the Guaranteed Value for real property tax purposes of not less than $4,200,000; however, in no case shall the annual tax value be less than schedule in Exhibit 5: Minimum Tax Payment Schedule. The Developer shall make a Payment In Lieu Of Tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue.

3. **Infrastructure:** Pay for any necessary public infrastructure upgrades required to support the project (i.e., water lines, sanitary sewer lines, storm sewer lines, sidewalks, traffic controls, etc.).

4. **Parking:** Developer shall provide parking for commercial use on-site or shall utilize on-street/shared parking as permitted in the City zoning code.

5. **Development Incentive – PAYGO**: **Development Incentive – PAYGO:** Secure second/separate mortgage to be backed with a Municipal Revenue Obligation (MRO) as defined in this term sheet in the City Obligations below. The amount of the privately funded TIF Note shall be in the amount of $700,000 for a period of 22 years.

SITE B EVALUATION AND DEVELOPMENT TERMS

City Obligations Site B:

1. **Developer Project Cost Reimbursement Grant.** City shall provide Developer a grant of $200,000 to reimburse Project Costs incurred by Developer. Such grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified final project costs, which such review shall not be unreasonably withheld or delayed. However, at no point shall an individual project grant be issued prior to September 1 of the subject year unless the Developer notifies the City by October of the preceding year that they expect to complete the applicable Project Phase between January 1 and July 31 of the subject year. The development agreement shall stipulate the total initial development costs and the Development Services Director shall review the total costs to ensure the total project costs are substantially similar to the estimated costs. Substantially similar shall be defined as ± five percent of the estimated project costs. The City and the Developer may request to renegotiate the project cost reimbursement grant for final project costs that are greater than or less than five percent of the estimated project costs.

2. **Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO):** City and Developer shall enter into a MRO with a principal value of $700,000.
    a. The MRO shall be issued on November 1st following the date the City has received revenue from the fully assessed and completed development.
    b. The MRO shall bear interest at a fixed annual rate of 4.0% at the date the MRO is issued.
    c. First payment on the MRO shall be issued on the same date as the issuance of the MRO.
    d. Subsequent annual payment of the MRO shall be on or before November 1. On each of the payment dates, the City shall pay to the Developer the PAYGO Project Grant up to the scheduled payment as shown on the draft MRO.
    e. The City reserves the right to make advance payments on the MRO.
    f. Debt payments on the Project Cost Reimbursement Grant take priority over the PAYGO Project Grant; therefore, if the City is unable to make a full scheduled MRO payment due to the value of the building, mill rate changes, or any other unforeseen changes presented by the Developer, State, etc., the unpaid principal may be carried forward at the interest rate identified above; however, the unpaid interest shall not be carried forward.
    g. The MRO may be assigned to any lender providing financing to the project upon notice of such assignment. The Developer may elect for the City to pay directly to such lender the scheduled payment amounts under the MRO.
    h. The TID shall not terminate until the aggregate principle in the amount of $700,000 plus annual interest at the rate required by the Agreement has been paid or the District must be terminated by law, whichever occurs first.
    i. Lookback Provision: Developer and the City to negotiate a lookback provision to be included in the development agreement.

Timeline and Incentive Amounts: The incentives presented above represent the development and timeline scenario defined on this term sheet. Delays in completion of the project after a TID has been created will result in a proportionate reduction in the Developer Project Cost Reimbursement Grant and/or the Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO).

SITE C EVALUATION AND DEVELOPMENT TERMS

Site C Proposed Development

Proposed Development: Construction of a seven-story, approximately 80-unit hotel with other boutique hotel amenities. The concept plan is included as Exhibit 4.

Market Evaluation Summary:

The Developer is proposing the redevelopment of Site C into a mixed use/hotel project. The Developer and City identified a funding gap of $1,600,000; Therefore, the applicant requests $1,350,000 in the form of an upfront cash grant assistance and a $250,000 Community Development Investment grant at the completion of the project. Moreover, the Developer will be securing a second mortgage backed by a Municipal Revenue Obligation (MRO) for $2,80,000 which is an increase from an original request of $2,345,000. Given the public benefits that flow from redevelopment of highly visible entry into the downtown, the removal of a vacant and obsolete building, the increase in tax base, and the provision of new housing, the use of TIF to fill the gap can be justified.

The City calculated a proposed redevelopment project with the requested TIF assistance to achieve 14.1% leverage IRR and a stabilized ROE of 10.1%. This is within market averages for expected rates of return. A "stress test" to remove the incentive and increase the borrowing and equity to remove the gap indicated an approximate 10% IRR, a stabilized ROE of 6.5%, and a 10-year average ROE of 8%. Therefore, this indicates the project realistically needs the financing assistance to make the redevelopment appealing to investors and to allow for the project to occur.

Assumptions:

Residential Lease Rates:	N/A
Commercial Lease Rates:	Negotiated with hotel developer
Vacancy:	30% First Year 5% stabilized
Lease Rates Inflation:	2.5% annually
Expense Rate Inflations:	2.5% annually
Mortgage Information:	30 Year private mortgage at 6.5%
Parking Allocation/Placement:	Per zoning code
Sale Value Cap Rate:	8.5%
Cost of Sale Percentage:	3%
Property Appreciation Rate:	1.5%
Annual MRO Payment:	$206,029 -calculated from $2,800,000 at 4% over 22 years.
Annual Tax Payment:	Per schedule in Exhibit 5

SITE C EVALUATION AND DEVELOPMENT TERMS

Developer Obligations Site C- Hotel:

1. **Timeline:**
    a. Secure zoning and site plan approvals by April 1, 2026
    b. Creation of TID By March 1, 2027 (TID Phase 2)
    c. Commence construction by June 1, 2026.
    d. Complete construction by December 31, 2027.
    e. Final assessed value by January 1, 2028.

2. **Assessed Value and Revenue:** Guarantees minimum annual tax increment revenue payment (tax payment) as included in Exhibit 5. The City shall assess the redevelopment project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The Total Project Grant is premised upon the completed redevelopment project having an Assessed Value equal to the Guaranteed Value for real property tax purposes of not less than $21,000,000; however, in no case shall the annual tax value be less than schedule in Exhibit 5: Minimum Tax Payment Schedule. The Developer shall make a Payment In Lieu Of Tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue.

3. **Infrastructure:** Pay for any necessary public infrastructure upgrades required to support the project (i.e., water lines, sanitary sewer lines, storm sewer lines, sidewalks, traffic controls, etc.).

4. **Parking Lease Agreement:** Lease parking stalls from the City's parking structure identified as Site E on the concept plan included as Exhibit 4. City and Developer shall negotiate lease terms based on the market conditions at the time of development.

5. **Development Incentive – PAYGO:** Secure second/separate mortgage to be backed with a Municipal Revenue Obligation (MRO) as defined in this term sheet in the City Obligations below. The amount of the privately funded TIF Note shall be in the amount of $2,800,000 for a period of 22 years.

6. **Development Grant Applications:** Assist in preparing necessary information for CDI Grant to the WEDC and upon reward preparation of necessary reporting requirements. The Developer shall evenly split and reimburse the City for professional grant preparation services costs.

SITE C EVALUATION AND DEVELOPMENT TERMS

City Obligations Site C:

1. **Developer Project Cost Reimbursement Grant.** City shall provide Developer a grant of $1,350,000 to reimburse Project Costs incurred by Developer. Such grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified the final project costs, which such review shall not be unreasonably withheld or delayed. However, at no point shall an individual project grant be issued prior to September 1 of the subject year unless the Developer notifies the City by October of the preceding year that they expect to complete the applicable Project Phase between January 1 and July 31 of the subject year. The development agreement shall stipulate the total initial development costs and the Development Services Director shall review the total costs to ensure the total project costs are substantially similar to the estimated costs. Substantially similar shall be defined as ± five percent of the estimated project costs. The City and the Developer may request to renegotiate the project cost reimbursement grant for final project costs that are greater than or less than five percent of the estimated project costs.

2. **WEDC Community Development Investment Grant.** City shall apply for a WEDC Community Development Investment ("CDI") grant from the Wisconsin Economic Development Corporation seeking the maximum grant available of two-hundred fifty thousand dollars ($250,000.00). If the City is awarded the CDI Grant, City shall provide all proceeds thereof to Developer under the terms and conditions of the development agreement. If the City is unable to secure the $250,000 or is only able to secure a portion of the full grant the difference shall be split equally between the City and the Developer.

3. **Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO):** City and Developer shall enter into an MRO with a principal value of $2,800,000.
    a. The MRO shall be issued on November 1st following the date the City has received revenue from the fully assessed and complete development.
    b. The MRO shall bear interest at a fixed annual rate of 4.0% at the date the MRO is issued.
    c. First payment on the MRO shall be issued on the same date as the issuance of the MRO.
    d. Subsequent annual payment of the MRO shall be on or before November 1. On each of the payment dates, the City shall pay to the Developer the PAYGO Project Grant up to the scheduled payment as shown on the draft MRO.
    e. The City reserves the right to make advance payments on the MRO.
    f. Debt payments on the Project Cost Reimbursement Grant take priority over the PAYGO Project Grant; therefore, If the City is unable to make a full scheduled MRO payment due to the value of the building, mill rate changes, or any other unforeseen changes presented by the developer, state, etc., the unpaid principal may be carried forward at the interest rate identified above; however, the unpaid interest shall not be carried forward.
    g. The MRO may be assigned to any lender providing financing to the project upon notice of such assignment. The Developer may elect for the City to pay directly to such lender the scheduled payment amounts under the MRO.
    h. The TID shall not terminate until the aggregate principle in the amount of $2,800,000 plus annual interest at the rate required by the Agreement has been paid or the district must be terminated by law, whichever occurs first.
    i. Lookback Provision: Developer and the City to negotiate a lookback provision to be included in the development agreement.

Timeline and Incentive Amounts: The incentives presented above represent the development and timeline scenario defined on this term sheet. Delays in completion of the project after a TID has been created will result in a proportionate reduction in the Developer Project Cost Reimbursement Grant and/or the Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO).

SITE D EVALUATION AND DEVELOPMENT TERMS

Site D Proposed Development: Construct 20 condominium housing units and retail and commercial space/use. The concept plan is included as Exhibit 4. The approximate development summary is as follows:

1st Floor: retail/office (approx. 7,500 sq ft)
2nd Floor: office (approx. 9,000 sq ft)
3rd to 6th Floors: market rate condominium (20 Units)
Underground parking

Market Evaluation Summary: The Developer is proposing the redevelopment of Site D into a condominium and commercial redevelopment project. The Developer and City identified a funding gap of $1,200,000 for the three types of uses; Therefore, the applicant requests $1,200,000 in the form of an upfront cash grant assistance and the Developer will be securing a second mortgage backed by a Municipal Revenue Obligation (MRO) for $2,115,000. Given the public benefits that flow from redevelopment of highly visible entry into the downtown, the removal of a vacant and obsolete building, the increase in tax base, the provision of new residential, office/commercial and retail spaces in the downtown areas, the use of TIF to fill the gap can be justified.

Retail/Commercial

The City calculated a proposed redevelopment of the commercial portion of the project with the requested TIF assistance to achieve 14.5% leverage IRR and a stabilized ROE of 10.2%. This is within market averages for expected rates of return. A "stress test" to remove the incentive and increase the borrowing and equity to remove the gap indicated an approximate 11.2% IRR, a stabilized ROE of 6.2%, and a 10-year average ROE of 9.3%. Therefore, this indicates the project realistically needs the financing assistance to make the redevelopment appealing to investors and to allow for the project to occur.

Retail/Commercial Assumptions

Residential Lease Rates:	N/A
Commercial Lease Rates:	$25/NNN
Vacancy:	30% First Year 5% stabilized
Lease Rates Inflation:	2.5% annually
Expense Rate Inflations:	2.5% annually
Mortgage Information:	30 Year private mortgage at 6.5%
Parking Allocation/Placement:	Underground for residential
Sale Value Cap Rate:	8%
Cost of Sale Percentage:	5%
Property Appreciation Rate:	1.5%
Annual MRO Payment:	$155,625 -calculated from $2,115,000 at 4% over 22 years.
Annual Tax Payment:	Per schedule in Exhibit 5

Condominium

The City calculated a proposed redevelopment of the commercial portion of the project with the requested TIF assistance to achieve an ROE of 10.2%. This "stress test" to remove the incentive and increase the borrowing and equity to remove the gap indicated an approximate 11.2% IRR, a stabilized ROE of 6.2%, and a 10-year average ROE of 9.3%. Therefore, this indicates the project realistically needs the financing assistance to make the redevelopment

SITE D EVALUATION AND DEVELOPMENT TERMS

appealing to investors. This assumes an average of $800,000 per unit.

Condominium Assumptions

Pre-Construction Period	6 months
Construction Period	15 months
Post Construction Sales	15 months
Hard Cost & Contingency	$583,353 / unit - $11,667,000 total
Soft Costs and Contingency	30.5% of total hard costs
Land Purchase Price	$253,260
Total Project Costs (TPC)	$16,474,764
Total Project Costs (TPC) per unit	$823,738

Presale Total	15% (3 units)
Presale Discount	5%
Average Unit Sale Price:	$800,000
Parking Stall Sale Price:	Included in sale value
Total Gross Proceeds	$15,880,000
Selling Costs	6%
Pre-Tax Total Net Sales Proceeds	$14,927,200
Pre-Tax Profit	($1,547,564) – LOSS
Pre-Tax Profit Margin	(9.75)%

Under the assumptions above, the cost of development and sale of the units outweighs the development potential, and the project would not move forward, and the project would be at a loss. Assuming the project is supported by a $1,000,000 cash grant and a $1,595,000 MRO, the project would achieve approximately $1,027,000 pretax profit- or 6.47%. However, an average sale value of $850,000 would achieve a 11.62% profit margin on the invested equity.

SITE D EVALUATION AND DEVELOPMENT TERMS

Developer Obligations Building D - Retail/Commercial and Condominium Multi-Family Housing:

1. **Timeline:**
    a. Secure zoning and site plan approvals by April 1, 2026.
    b. Commence construction by June 1, 2026.
    c. Complete construction by December 31, 2027.
    d. Final assessed value by January 1, 2028.

2. **Land Use:** The construction of approximately 16,600 square feet of commercial space adjacent to William ST and Broadway ST shall be targeted towards retail or entertainment uses. The Developer shall at its own expense prepare a condominium plat to establish the necessary condominium document for the subject development, including but not limited to, retail, residential, and public spaces.

3. **Assessed Value and Revenue**: Guarantees minimum annual tax increment revenue payment (tax payment) as included in Exhibit 5. The City shall assess the redevelopment project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The Total Project Grant is premised upon the completed redevelopment project having an Assessed Value equal to the Guaranteed Value for real property tax purposes of not less than $18,000,000; however, in no case shall the annual tax value be less than schedule in Exhibit 5: Minimum Tax Payment Schedule. The Developer shall make a Payment In Lieu Of Tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue.

4. **Infrastructure**: Pay for any necessary public infrastructure upgrades required to support the project (i.e., water lines, sanitary sewer lines, storm sewer lines, sidewalks, traffic controls, etc.).

5. **Parking**: Developer shall provide parking for commercial use, which shall be done on site or utilize on-street/shared parking as permitted in the City zoning code. Minimum parking for residential uses shall be provided by the Developer at the rates provided in the zoning code (1 per dwelling unit).

6. **Development Incentive – PAYGO**: Secure second/separate mortgage to be backed with a Municipal Revenue Obligation (MRO) as defined in this term sheet in the City Obligations below. The amount of the privately funded TIF Note shall be in the amount of $2,115,000 for a period of 22 years.

SITE D EVALUATION AND DEVELOPMENT TERMS

City Obligations Site D:

1. **Developer Project Cost Reimbursement Grant.** City shall provide Developer a grant of $1,200,000 to reimburse Project Costs incurred by Developer. Such grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified the final project costs, which such review shall not be unreasonably withheld or delayed. However, at no point shall an individual project grant be issued prior to September 1 of the subject year unless the Developer notifies the City by October of the preceding year that they expect to complete the applicable Project Phase between January 1 and July 31 of the subject year. The development agreement shall stipulate the total initial development costs and the Development Services Director shall review the total costs to ensure the total project costs are substantially similar to the estimated costs. Substantially similar shall be defined as ± five percent of the estimated project costs. The City and the Developer may request to renegotiate the project cost reimbursement grant for final project costs that are greater than or less than five percent of the estimated project costs.

2. **Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO):** City and Developer shall enter into an MRO with a principal value of $2,115,000.
    a. The MRO shall be issued on November 1st following the date the City has received revenue from the fully assessed and complete development.
    b. The MRO shall bear interest at a fixed annual rate of 4.0% at the date the MRO is issued.
    c. First payment on the MRO shall be issued on the same date as the issuance of the MRO.
    d. Subsequent annual payment of the MRO shall be on or before November 1. On each of the payment dates, the City shall pay to the Developer the PAYGO Project Grant up to the scheduled payment as shown on the draft MRO.
    e. The City reserves the right to make advance payments on the MRO.
    f. Debt payments on the Project Cost Reimbursement Grant take priority over the PAYGO Project Grant; therefore, If the City is unable to make a full scheduled MRO payment due to the value of the building, mill rate changes, or any other unforeseen changes presented by the Developer, State, etc., the unpaid principal may be carried forward at the interest rate identified above; however, the unpaid interest shall not be carried forward.
    g. The MRO may be assigned to any lender providing financing to the project upon notice of such assignment. The Developer may elect for the City to pay directly to such lender the scheduled payment amounts under the MRO.
    h. The TID shall not terminate until the aggregate principle in the amount of $2,115,000 plus annual interest at the rate required by the Agreement has been paid or the district must be terminated by law, whichever occurs first.
    i. Lookback Provision: Developer and the City to negotiate a lookback provision to be included in the development agreement.

Timeline and Incentive Amounts: The incentives presented above represent the development and timeline scenario defined on this term sheet. Delays in completion of the project after a TID has been created will result in a proportionate reduction in the Developer Project Cost Reimbursement Grant and/or the Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO).

SITE F EVALUATION AND DEVELOPMENT TERMS

Site F Proposed Development: Construction of four-story retail/commercial building containing market-rate apartments. The concept plan is included as Exhibit 4. The conceptual development summary is as follows:

1st Floor: Retail/commercial (approximate. 4,900 sq ft)
1st - 4th Floors: Market-rate residential (60-units)

Market Evaluation Summary: The Developer is proposing the redevelopment of Site F into a mixed-use project. The Developer and City identified a funding gap of $1,400,000. Therefore, the applicant requests $1,400,000 in the form of an upfront cash grant assistance. Moreover, the Developer will be securing a second mortgage backed by a Municipal Revenue Obligation (MRO) for $400,000. Given the public benefits that flow from redevelopment of highly visible entry into the downtown, the removal of a vacant and obsolete building, the increase in tax base, and the provision of new housing, the use of TIF to fill the gap can be justified.

The City calculated a proposed redevelopment project with the requested TIF assistance to achieve 12.9% leverage IRR and a stabilized ROE of 7.0%. This is within market averages for expected rates of return. A "stress test" to remove the incentive and increase the borrowing and equity to remove the gap indicated an approximate 8.2% IRR, a stabilized ROE of 3.5%, and a 10-year average ROE of 5.7%. Therefore, this indicates the project realistically needs the financing assistance to make the redevelopment appealing to investors and to allow for the project to occur.

Assumptions:

Residential Lease Rates:
13 Studio at $1,150/month
27 1 bedroom/1 bathroom units at $1,450/month
20 2 bedroom/1 bathroom units at $2,250/month

Commercial Lease Rates:	$25/NNN
Vacancy:	30% First Year 5% stabilized
Lease Rates Inflation:	2.5% annually
Expense Rate Inflations:	2.5% annually
Mortgage Information:	30 Year private mortgage at 6.5%
Parking Allocation/Placement:	City leased parking
Sale Value Cap Rate:	7%
Cost of Sale Percentage:	5%
Property Appreciation Rate:	1.5%
Annual MRO Payment:	$29,433 -calculated from $400,000 at 4% over 22 years.
Annual Tax Payment:	Per schedule in Exhibit 5

SITE F EVALUATION AND DEVELOPMENT TERMS

Developer Obligations Site F – Retail/Commercial and Market Rate Multi-Family Housing:

1. **Timelines:**
    a. Secure zoning and site plan approvals by April 1, 2024.
    b. Creation of TID By March 1, 2024 (TID Phase 1).
    c. Commence construction by June 1, 2025.
    d. Complete Construction by December 31, 2026.
    e. Final assessed value by January 1, 2027.

2. **Site Plan:** A conditionally approved site plan shall be included with the development agreement.

3. **Assessed Value and Tax Revenue:** Guarantees minimum annual tax increment revenue payment (tax payment) as included in Exhibit 5. The City shall assess the redevelopment project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The Total Project Grant is premised upon the completed redevelopment project having an Assessed Value equal to the Guaranteed Value for real property tax purposes of not less than $9,000,000; however, in no case shall the annual tax value be less than schedule in Exhibit 5: Minimum Tax Payment Schedule. The Developer shall make a Payment In Lieu Of Tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue.

4. **Infrastructure**: Pay for any necessary public infrastructure upgrades required to support the project (i.e. water lines, sanitary sewer lines, storm sewer lines, sidewalks, traffic controls, etc.).

5. **Parking**: Developer shall provide parking for commercial uses, which shall be done on site or utilize on-street/shared parking as permitted in the City zoning code. Minimum parking for residential uses shall be provided by the developer at the rates provided in the zoning code (1 per dwelling unit). Developer shall lease parking stalls from the City's parking structure identified as Site E on the concept plan included as Exhibit 4 for any parking shortfalls not provided on-site. City and Developer shall negotiate lease terms based on the market conditions at the time of development.

6. **Development Incentive – PAYGO**: Secure second/separate mortgage to be backed with a Municipal Revenue Obligation as defined in the City Obligations of this term sheet. The amount of the privately funded TIF Note shall be in the amount of $400,000 for a period of 22 years.

SITE F EVALUATION AND DEVELOPMENT TERMS

City Obligations Site F:

1. **Developer Project Cost Reimbursement Grant.** City shall provide Developer a grant of $1,400,000 to reimburse Project Costs incurred by Developer. Such grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified final project costs, which such review shall not be unreasonably withheld or delayed. However, at no point shall an individual project grant be issued prior to September 1 of the subject year unless the Developer notifies the City by October of the preceding year that they expect to complete the applicable Project Phase between January 1 and July 31 of the subject year. The development agreement shall stipulate the total initial development costs and the Development Services Director shall review the total costs to ensure the total project costs are substantially similar to the estimated costs. Substantially similar shall be defined as ± five percent of the estimated project costs. The City and the Developer may request to renegotiate the project cost reimbursement grant for final project costs that are greater than or less than five percent of the estimated project costs.

2. **Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO):** City and Developer shall enter into an MRO with a principal value of $400,000.
    a. The MRO shall be issued on November 1st following the date the City has received revenue from the fully assessed and complete development.
    b. The MRO shall bear interest at a fixed annual rate of 4.0% at the date the MRO is issued.
    c. First payment on the MRO shall be issued on the same date as the issuance of the MRO.
    d. Subsequent annual payment of the MRO shall be on or before November 1. On each of the payment dates, the City shall pay to the Developer the PAYGO Project Grant up to the scheduled payment as shown on the draft MRO.
    e. The City reserves the right to make advance payments on the MRO.
    f. Debt payments on the Project Cost Reimbursement Grant take priority over the PAYGO Project Grant; therefore, if the City is unable to make a full scheduled MRO payment due to the value of the building, mill rate changes, or any other unforeseen changes presented by the Developer, State, etc., the unpaid principal may be carried forward at the interest rate identified above; however, the unpaid interest shall not be carried forward.
    g. The MRO may be assigned to any lender providing financing to the project upon notice of such assignment. The Developer may elect for the City to pay directly to such lender the scheduled payment amounts under the MRO.
    h. The TID shall not terminate until the aggregate principle in the amount of $400,000 plus annual interest at the rate required by this agreement has been paid or the district must be terminated by law, whichever occurs first.
    i. Lookback Provision: Developer and the City to negotiate a lookback provision to be included in the development agreement.

Timeline and Incentive Amounts: The incentives presented above represent the development and timeline scenario defined on this term sheet. Delays in completion of the project after the TID has been created will result in a proportionate reduction in the Developer Project Cost Reimbursement Grant and/or the Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO).

Exhibits

1: Cross-Access Easement Analysis

2: ROW Transfers Map

3: Potential Tax Increment District Boundary TID Maps and Cash Flow Summaries

4: Concept Plans

5: Minimum Tax Payment Schedule Summary

6: Municipal Revenue Obligations (MRO) Schedules

7: RESERVED

Shopko Redevelopment Site Cross Easement Agreement Analysis

Issue	Impacted parties						Recommended Action	Impacted parties					
	Shopko Site/ Development Group	SRK REALTY GROUP LLC	WISCO STREET PARTNERS LLC	ASSOCIATED DEPERE BANK	RDA/City of De Pere	Utilities		Shopko Site/ Development Group	SRK REALTY GROUP LLC	WISCO STREET PARTNERS LLC	ASSOCIATED DEPERE BANK	RDA/City of De Pere	Utilities
Pedestrian Easement: Wisconsin Street	X				X		Dedicate/Sale/Development Agreement	X				X	
Vehicular Easement: Wisconsin Street	X				X		Dedicate/Sale/Development Agreement	X				X	
Common Component Easements	X	X	X	X									
Shopko/Associated Footing	X			X			Demolish building and vacate/discontinue easement	X			X		
Shopko/SRK REALTY GROUP LLC/ Footing	X	X					Analysis on common wall, Demolish building and vacate/discontinue easement	X	X				
Utility Easements	X				X	X	Analysis of all existing utility locations. Reestablish utility easements via plat/CSM or relocate utilities into new locations/easements						
Access Easements	X	X	X	X	X		Voided with removal of entire cross easement agreement						
Construction Easements	X	X	X	X	X		Voided with removal of entire cross easement agreement						
Parking Easements (5.5 Ratio)	X	X	X		X		Developer/City Development Agreement to include parking provisions SRK REALTY GROUP LLC/City to create non-exclusive parking agreement for use of City parking facilities WISCO STREET PARTNERS LLC -Wagner/City to create non-exclusive parking agreement for use of City parking facilities	X	X	X			
Loading Dock Easement							Voided with removal of entire cross easement agreement. Shopko Site/ Development Group to work with the SRK and WISCO/Wagner to create loading dock easements or sell land to grant permanent access.	X	X	X			
Lighting Easements	X				X		Demolish building and vacate/discontinue easement	X				X	
Landscape Maintenance	X				X		Demolish building and vacate/discontinue easement	X				X	
Fire and Emergency Access	X				X		Demolish building and vacate/discontinue easement						
Self-Help easements	X	X	X	X	X		Demolish building and vacate/discontinue easement						
Unimpeded Access	X	X	X	X	X		Demolish building and vacate/discontinue easement						
Maintenance of Common Area	X						Private site to be maintain by property owner after discontinue easement						
Maintenance of Easements	X	X	X	X	X		Demolish building and vacate/discontinue easement						
Restriction of Development	X						Demolish building and vacate/discontinue easement						
Signage	X	X	X	X	X		Demolish building and vacate/discontinue easement - Standard City sign code to apply						

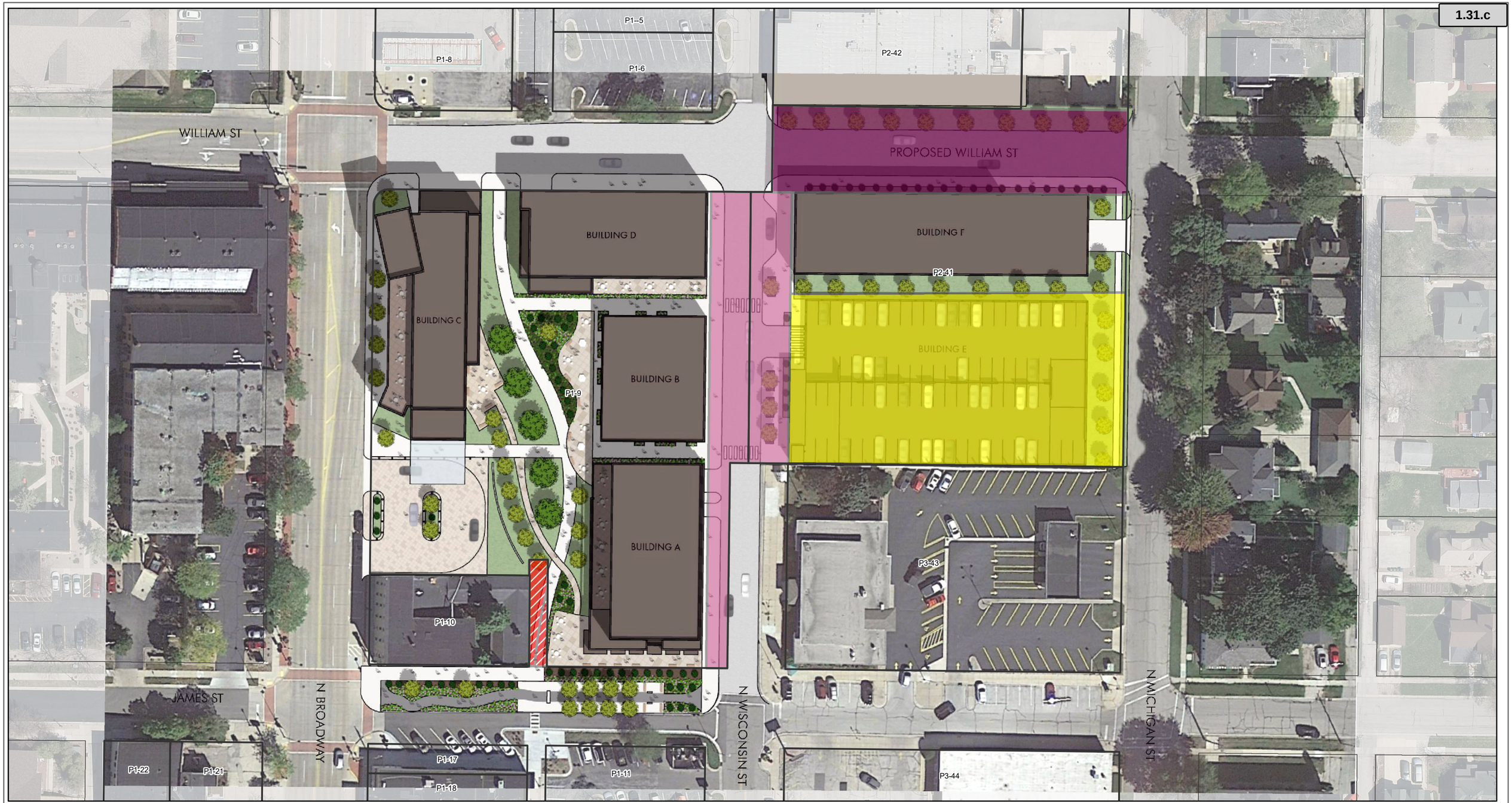

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Exhibit 2: ROW and PropertyTransfers Map

City of De Pere

0 37.5 75 150 225 300 Feet

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This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.

- Parking Ramp Lot (Purchase)
- Street Vacation Added to TID Creation A (Vacation)
- Street Vacation Added to TID Creation B (Vacation)
- ED-861 Wisconsin Street Dedication (Purchase/Dedication)
- ED-875 Wisconsin Street Dedication (Purchase/Dedication)
- William Street ROW (Purchase)

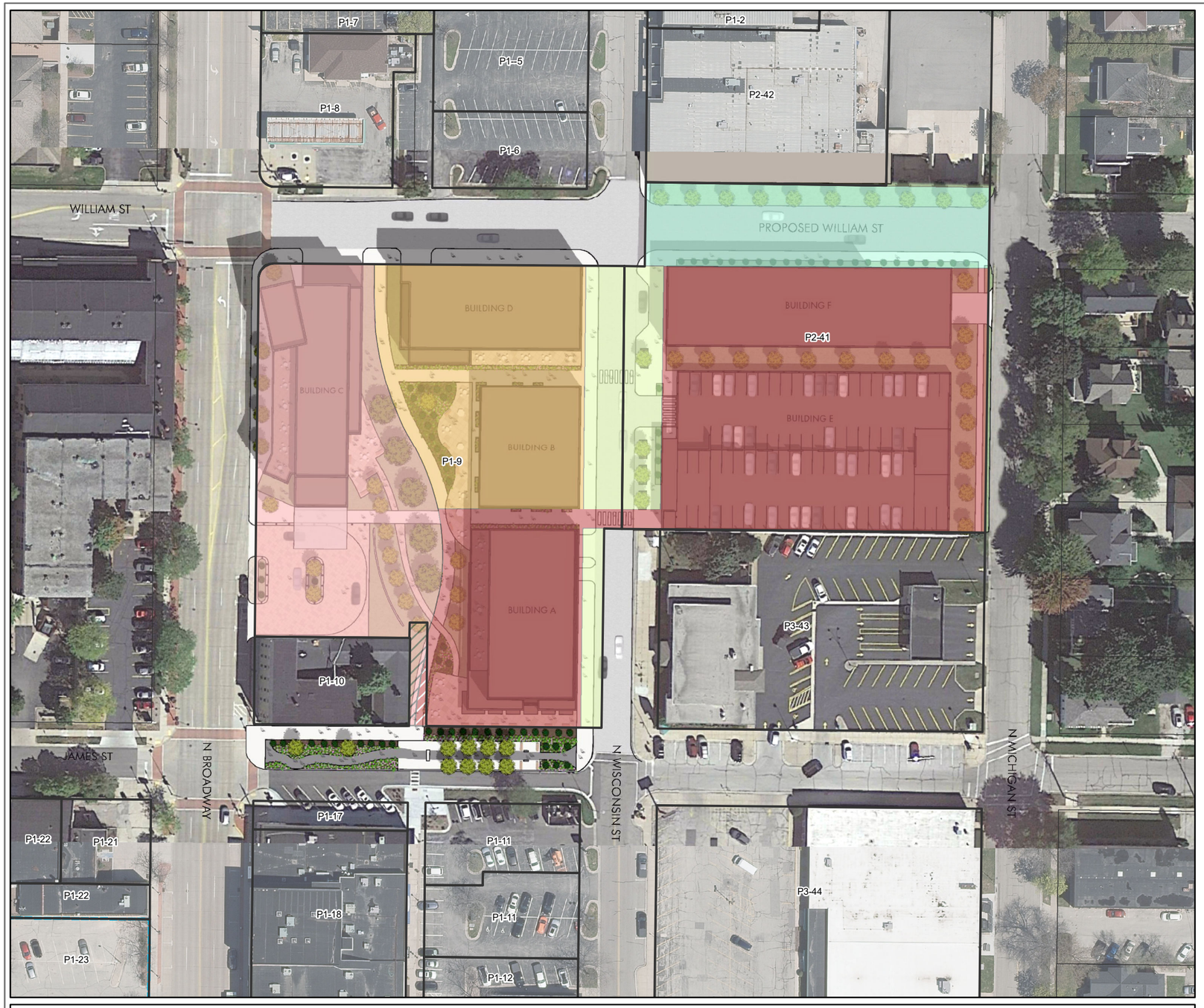

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Exhibit 3: Potential Tax Increment District Boundary TID Maps

City of De Pere

0 37.5 75 150 225 300 Feet

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- TID Creation A
- Street Vacation Added to TID Creation A
- TID Creation B
- Street Vacation Added to TID Creation B
- TID Creation C
- ED-861 Wisconsin Street ROW Dedication/Purchase
- ED-875 Wisconsin Street ROW Dedication/Purchase
- William Street ROW Dedication/Purchase

File Path:

Data Source: City of De Pere, Brown County

Blighted Area Tax Increment District

Blighted area – areas in a damaged condition. TIF Law provides two specific meanings for the designation of blight. Neither definition includes any open land developed only for agricultural purposes:

• Definition 1: An area in which the structures, buildings or improvements contribute to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and are detrimental to the public health, safety, morals or welfare, due to dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light air, sanitation or open spaces, high density population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes

• Definition 2: An area which is predominantly open and which consists primarily of an abandoned highway corridor as defined in sec. 66.1333(2m)(a), Wis. Stats. or that consists of land on which buildings or structures have been demolished and because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, substantially impairs the sound growth of the community

Rehabilitation or conservation Tax Increment District

Rehabilitation or conservation work – to restore, preserve or repair. Defined for the purposes of TIF law in sec. 66.1337, Wis. Stats., rehabilitation and conservation includes any of the following:

• Operating a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements

• Acquisition of real property and demolition; removal or rehabilitation of buildings and improvements on the property to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate uses detrimental to the public welfare, remove or prevent the spread of blight or deterioration, or provide land for needed public facilities

• Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for the objectives of an urban renewal project

• The disposition of any property acquired in the area of the project for uses meeting the objectives of the urban renewal project

MIXED USE CONCEPT

TADYCH INVESTMENT PARTNERS | DE PERE URBAN STUDY

#922166-00 | 06.12.2023

VISUALIZATION

VISUALIZATION

CONTEXT PLAN

eta

TADYCH INVESTMENT PARTNERS | MIXED USE CONCEPT

#922166-00
06.12.2023

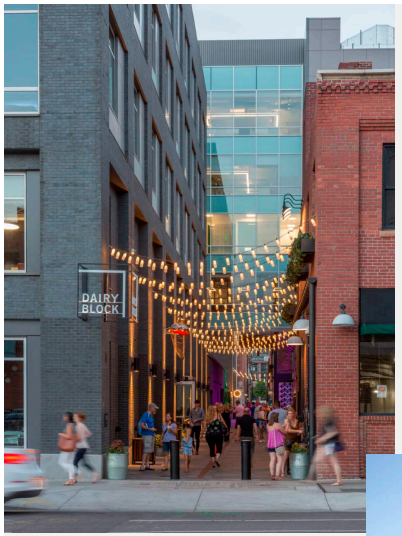
SITE PLAN

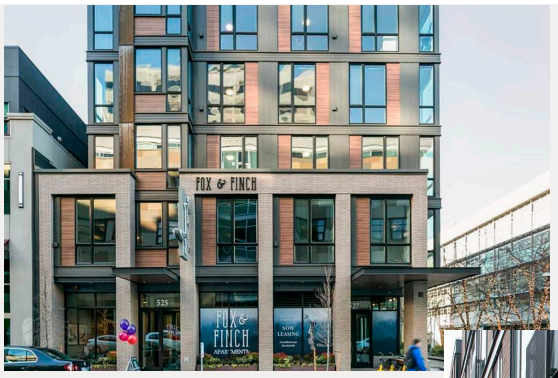
eu:a

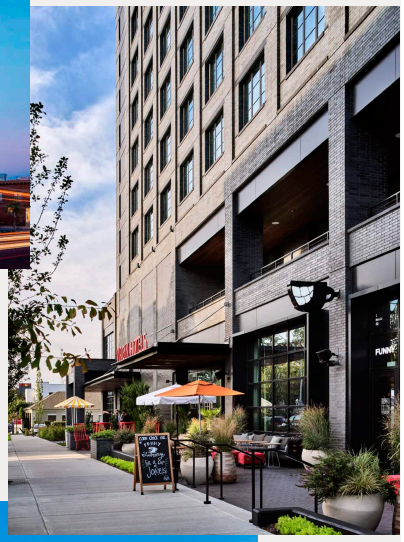
TADYCH INVESTMENT PARTNERS | MIXED USE CONCEPT

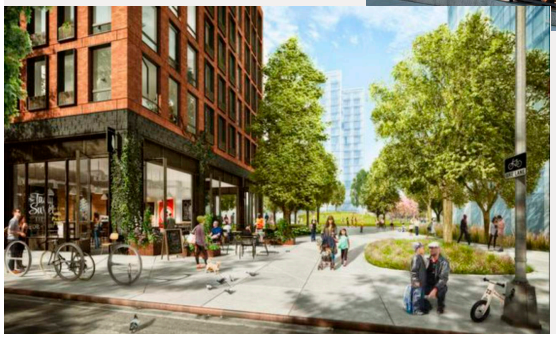
#922166-00
06.12.2023

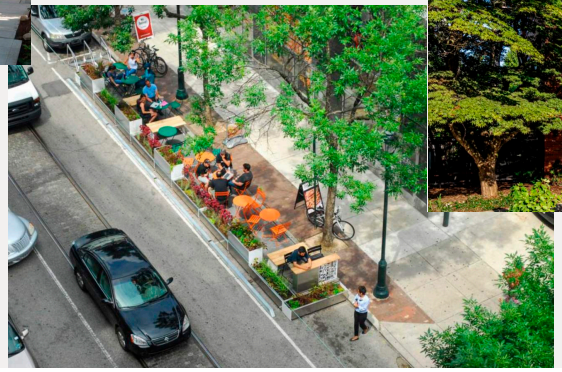
DEVELOPMENT MASSING











STREETSCAPE

Exhibit 5: Minimum Tax Payment Schedule Summary

Parcel ID: TBD
Owner/Developer: 320
Created/Revised: 6/26/2023

Year	Site A		Site B		Site C		Site D		Site F		Total Annual Tax Payment	
	Total Tax Payment	TID Revenue Payment	Total Tax Payment	TID Revenue Payment	Total Tax Payment	TID Revenue Payment	Total Tax Payment	TID Revenue Payment	Total Tax Payment	TID Revenue Payment	Total Tax Payment	Total TID Revenue Payment
	Assumed Base Value	$ 127,571	Assumed Base Value	$ 42,524	Assumed Base Value	$ 233,881	Assumed Base Value	$ 450,867	Assumed Base Value	$ 225,433	Assumed Base Value	$ 1,080,276
Year 1		$ -		$ -		$ -		$ -		$ -		$ -
Year 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Year 3	$ 33,100	$ 31,000	$ 17,300	$ 16,500	$ 85,800	$ 82,100	$ 75,100	$ 71,500			$ 211,300	$ 201,100
Year 4	$ 126,100	$ 124,000	$ 66,900	$ 66,200	$ 332,200	$ 328,400	$ 289,600	$ 286,000	$ 38,200	$ 34,600	$ 853,000	$ 839,200
Year 5	$ 127,900	$ 125,900	$ 66,900	$ 66,200	$ 337,100	$ 333,400	$ 289,600	$ 286,000	$ 141,800	$ 138,200	$ 963,300	$ 949,700
Year 6	$ 129,900	$ 127,800	$ 67,900	$ 67,200	$ 342,200	$ 338,500	$ 289,600	$ 286,000	$ 143,900	$ 140,300	$ 973,500	$ 959,800
Year 7	$ 131,800	$ 129,800	$ 68,900	$ 68,200	$ 347,300	$ 343,600	$ 293,900	$ 290,300	$ 146,100	$ 142,500	$ 988,000	$ 974,400
Year 8	$ 133,800	$ 131,700	$ 69,900	$ 69,200	$ 352,500	$ 348,800	$ 298,300	$ 294,700	$ 148,300	$ 144,700	$ 1,002,800	$ 989,100
Year 9	$ 135,800	$ 133,700	$ 71,000	$ 70,300	$ 357,800	$ 354,100	$ 302,800	$ 299,200	$ 150,500	$ 146,900	$ 1,017,900	$ 1,004,200
Year 10	$ 137,800	$ 135,800	$ 72,000	$ 71,300	$ 363,200	$ 359,500	$ 307,400	$ 303,800	$ 152,800	$ 149,200	$ 1,033,200	$ 1,019,600
Year 11	$ 139,900	$ 137,800	$ 73,100	$ 72,400	$ 368,600	$ 364,900	$ 312,000	$ 308,400	$ 155,100	$ 151,500	$ 1,048,700	$ 1,035,000
Year 12	$ 142,000	$ 139,900	$ 74,200	$ 73,500	$ 374,200	$ 370,400	$ 316,600	$ 313,000	$ 157,400	$ 153,800	$ 1,064,400	$ 1,050,600
Year 13	$ 144,100	$ 142,100	$ 75,300	$ 74,600	$ 379,800	$ 376,000	$ 321,400	$ 317,800	$ 159,700	$ 156,100	$ 1,080,300	$ 1,066,600
Year 14	$ 146,300	$ 144,200	$ 76,500	$ 75,700	$ 385,500	$ 381,700	$ 326,200	$ 322,600	$ 162,100	$ 158,500	$ 1,096,600	$ 1,082,700
Year 15	$ 148,500	$ 146,400	$ 77,600	$ 76,900	$ 391,200	$ 387,500	$ 331,100	$ 327,500	$ 164,600	$ 161,000	$ 1,113,000	$ 1,099,300
Year 16	$ 150,700	$ 148,600	$ 78,800	$ 78,000	$ 397,100	$ 393,400	$ 336,100	$ 332,500	$ 167,000	$ 163,400	$ 1,129,700	$ 1,115,900
Year 17	$ 153,000	$ 150,900	$ 79,900	$ 79,200	$ 403,100	$ 399,300	$ 341,100	$ 337,500	$ 169,500	$ 165,900	$ 1,146,600	$ 1,132,800
Year 18	$ 155,300	$ 153,200	$ 81,100	$ 80,400	$ 409,100	$ 405,400	$ 346,200	$ 342,600	$ 172,100	$ 168,500	$ 1,163,800	$ 1,150,100
Year 19	$ 157,600	$ 155,500	$ 82,400	$ 81,600	$ 415,300	$ 411,500	$ 351,400	$ 347,800	$ 174,700	$ 171,100	$ 1,181,400	$ 1,167,500
Year 20	$ 160,000	$ 157,900	$ 83,600	$ 82,900	$ 421,500	$ 417,700	$ 356,700	$ 353,100	$ 177,300	$ 173,700	$ 1,199,100	$ 1,185,300
Year 21	$ 162,400	$ 160,300	$ 84,800	$ 84,100	$ 427,800	$ 424,100	$ 362,000	$ 358,400	$ 179,900	$ 176,300	$ 1,216,900	$ 1,203,200
Year 22	$ 164,800	$ 162,700	$ 86,100	$ 85,400	$ 434,200	$ 430,500	$ 367,500	$ 363,900	$ 182,600	$ 179,000	$ 1,235,200	$ 1,221,500
Year 23	$ 167,300	$ 165,200	$ 87,400	$ 86,700	$ 440,700	$ 437,000	$ 373,000	$ 369,400	$ 185,400	$ 181,800	$ 1,253,800	$ 1,240,100
Year 24	$ 169,800	$ 167,700	$ 88,700	$ 88,000	$ 447,300	$ 443,600	$ 378,600	$ 375,000	$ 188,200	$ 184,600	$ 1,272,600	$ 1,258,900
Year 25	$ 172,300	$ 170,300	$ 90,000	$ 89,300	$ 454,100	$ 450,300	$ 384,300	$ 380,700	$ 191,000	$ 187,400	$ 1,291,700	$ 1,278,000
Year 26	$ 174,900	$ 172,800	$ 91,400	$ 90,700	$ 460,900	$ 457,100	$ 390,000	$ 386,400	$ 193,800	$ 190,200	$ 1,311,000	$ 1,297,200
Year 27	$ 177,500	$ 175,500	$ 92,800	$ 92,000	$ 467,800	$ 464,000	$ 395,900	$ 392,300	$ 196,700	$ 193,100	$ 1,330,700	$ 1,316,900
Year 28	$ 180,200	$ 178,100	$ 94,200	$ 93,400	$ 474,800	$ 471,100	$ 401,800	$ 398,200	$ 199,700	$ 196,100	$ 1,350,700	$ 1,336,900
Year 29*	$ 182,900	$ 180,800	$ 95,600	$ 94,800	$ 481,900	$ 478,200	$ 407,800	$ 404,200	$ 202,700	$ 199,100	$ 1,370,900	$ 1,357,100
Total	$ 3,822,800	$ 3,768,800	$ 1,998,700	$ 1,979,900	$ 10,071,100	$ 9,973,900	$ 8,538,200	$ 8,444,600	$ 4,098,400	$ 4,008,400	$ 28,529,200	$ 28,175,600

Assumes Project is in TID A
Assumes TID B
Assumes TID C

Construction Year
Value Year
Partial Revenue Year
Full Value Revenue Year

*Final Revenue Year Assumes TID Creation Between Jan 1 and April 15

Project Incentive - Site F MRO

Parcel ID:	TBD
Owner/Developer:	Shopko Redevelopment Group
Created/Revised:	6/23/2023

Principal: (rounded to $5,000)	$ 400,000	**Project Cost:**	$ 400,000
Interest Rate*:	4.00%	**Finance Fees:**	$ -
Term (Years):	20	**Interest Earned:**	$ -
# of Principal Payments:	20	**Capitalized Interest:**	$ -
Date of Issue: Full Revenue	11/1/2026	**Total TID Cost of Loan:**	$ 588,654

Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2024	0	$0	$0	$0	$0	$0
2025	0	$0	$0	$0	$0	$0
2026	0	$0	$0	$0	$0	$0
2027	0	$0	$0	$0	$0	$0
2028	1	$400,000	$13,433	$16,000	$29,433	$0
2029	2	$386,567	$13,970	$15,463	$29,433	$0
2030	3	$372,597	$14,529	$14,904	$29,433	$0
2031	4	$358,068	$15,110	$14,323	$29,433	$0
2032	5	$342,959	$15,714	$13,718	$29,433	$0
2033	6	$327,244	$16,343	$13,090	$29,433	$0
2034	7	$310,901	$16,997	$12,436	$29,433	$0
2035	8	$293,905	$17,677	$11,756	$29,433	$0
2036	9	$276,228	$18,384	$11,049	$29,433	$0
2037	10	$257,844	$19,119	$10,314	$29,433	$0
2038	11	$238,726	$19,884	$9,549	$29,433	$0
2039	12	$218,842	$20,679	$8,754	$29,433	$0
2040	13	$198,163	$21,506	$7,927	$29,433	$0
2041	14	$176,657	$22,366	$7,066	$29,433	$0
2042	15	$154,290	$23,261	$6,172	$29,433	$0
2043	16	$131,029	$24,192	$5,241	$29,433	$0
2044	17	$106,838	$25,159	$4,274	$29,433	$0
2045	18	$81,678	$26,166	$3,267	$29,433	$0
2046	19	$55,513	$27,212	$2,221	$29,433	$0
2047	20	$28,301	$28,301	$1,132	$29,433	$0
2048	21	$0	$0	$0	$0	$0
2049	22	$0	$0	$0	$0	$0
2050	23	$0	$0	$0	$0	$0
2051	24	$0	$0	$0	$0	$0
Total			**$400,000**	**$188,654**	**$588,654**	**$0**

Project Incentive - Site A MRO

Parcel ID:	TBD
Owner/Developer:	Shopko Redevelopment Group
Created/Revised:	6/23/2023

Principal: (rounded to $5,000)	$ 700,000	**Project Cost:**	$ 700,000
Interest Rate*:	4.00%	**Finance Fees:**	$ -
Term (Years):	20	**Interest Earned:**	$ -
# of Principal Payments:	20	**Capitalized Interest:**	$ -
Date of Issue: Full Revenue	11/1/2026	**Total TID Cost of Loan:**	$ 1,030,145

Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2024	0	$0	$0	$0	$0	$0
2025	0	$0	$0	$0	$0	$0
2026	0	$0	$0	$0	$0	$0
2027	1	$700,000	$23,507	$28,000	$51,507	$0
2028	2	$676,493	$24,448	$27,060	$51,507	$0
2029	3	$652,045	$25,425	$26,082	$51,507	$0
2030	4	$626,620	$26,442	$25,065	$51,507	$0
2031	5	$600,177	$27,500	$24,007	$51,507	$0
2032	6	$572,677	$28,600	$22,907	$51,507	$0
2033	7	$544,077	$29,744	$21,763	$51,507	$0
2034	8	$514,333	$30,934	$20,573	$51,507	$0
2035	9	$483,399	$32,171	$19,336	$51,507	$0
2036	10	$451,228	$33,458	$18,049	$51,507	$0
2037	11	$417,770	$34,796	$16,711	$51,507	$0
2038	12	$382,973	$36,188	$15,319	$51,507	$0
2039	13	$346,785	$37,636	$13,871	$51,507	$0
2040	14	$309,149	$39,141	$12,366	$51,507	$0
2041	15	$270,008	$40,707	$10,800	$51,507	$0
2042	16	$229,301	$42,335	$9,172	$51,507	$0
2043	17	$186,966	$44,029	$7,479	$51,507	$0
2044	18	$142,937	$45,790	$5,717	$51,507	$0
2045	19	$97,148	$47,621	$3,886	$51,507	$0
2046	20	$49,526	$49,526	$1,981	$51,507	$0
2047	21	$0	$0	$0	$0	$0
2048	22	$0	$0	$0	$0	$0
2049	23	$0	$0	$0	$0	$0
2050	24	$0	$0	$0	$0	$0
2051	25	$0	$0	$0	$0	$0
Total			**$700,000**	**$330,145**	**$1,030,145**	**$0**

Project Incentive - Site B MRO

Parcel ID:	TBD
Owner/Developer:	Shopko Redevelopment Group
Created/Revised:	6/23/2023

Principal: (rounded to $5,000)	$ 700,000	**Project Cost:**	$ 700,000
Interest Rate*:	4.00%	**Finance Fees:**	$ -
Term (Years):	20	**Interest Earned:**	$ -
# of Principal Payments:	20	**Capitalized Interest:**	$ -
Date of Issue: Full Revenue	11/1/2027	**Total TID Cost of Loan:**	$ 1,030,145

Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2027	0	$0	$0	$0	$0	$0
2028	0	$0	$0	$0	$0	$0
2029	0	$0	$0	$0	$0	$0
2030	1	$ 700,000	$23,507	$28,000	$51,507	$0
2031	2	$676,493	$24,448	$27,060	$51,507	$0
2032	3	$652,045	$25,425	$26,082	$51,507	$0
2033	4	$626,620	$26,442	$25,065	$51,507	$0
2034	5	$600,177	$27,500	$24,007	$51,507	$0
2035	6	$572,677	$28,600	$22,907	$51,507	$0
2036	7	$544,077	$29,744	$21,763	$51,507	$0
2037	8	$514,333	$30,934	$20,573	$51,507	$0
2038	9	$483,399	$32,171	$19,336	$51,507	$0
2039	10	$451,228	$33,458	$18,049	$51,507	$0
2040	11	$417,770	$34,796	$16,711	$51,507	$0
2041	12	$382,973	$36,188	$15,319	$51,507	$0
2042	13	$346,785	$37,636	$13,871	$51,507	$0
2043	14	$309,149	$39,141	$12,366	$51,507	$0
2044	15	$270,008	$40,707	$10,800	$51,507	$0
2045	16	$229,301	$42,335	$9,172	$51,507	$0
2046	17	$186,966	$44,029	$7,479	$51,507	$0
2047	18	$142,937	$45,790	$5,717	$51,507	$0
2048	19	$97,148	$47,621	$3,886	$51,507	$0
2049	20	$49,526	$49,526	$1,981	$51,507	$0
2050	21	$0	$0	$0	$0	$0
2051	22	$0	$0	$0	$0	$0
2052	23	$0	$0	$0	$0	$0
2053	24	$0	$0	$0	$0	$0
2054	0	$0	$0	$0	$0	$0
Total			**$700,000**	**$330,145**	**$1,030,145**	**$0**

Project Incentive - Site C MRO

Parcel ID:	TBD
Owner/Developer:	Shopko Redevelopment Group
Created/Revised:	6/23/2023

Principal: (rounded to $5,000)	**$ 2,800,000**	**Project Cost:**	**$ 2,800,000**
Interest Rate*:	**4.00%**	**Finance Fees:**	**$ -**
Term (Years):	**20**	**Interest Earned:**	**$ -**
# of Principal Payments:	**20**	**Capitalized Interest:**	**$ -**
Date of Issue:	**11/1/2028**	**Total TID Cost of Loan:**	**$ 4,120,578**

Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2026	0	$0	$0	$0	$0	$0
2027	0	$0	$0	$0	$0	$0
2028	0	$0	$0	$0	$0	$0
2029	1	$ 2,800,000	$94,029	$112,000	$206,029	$0
2030	2	$2,705,971	$97,790	$108,239	$206,029	$0
2031	3	$2,608,181	$101,702	$104,327	$206,029	$0
2032	4	$2,506,479	$105,770	$100,259	$206,029	$0
2033	5	$2,400,710	$110,001	$96,028	$206,029	$0
2034	6	$2,290,709	$114,401	$91,628	$206,029	$0
2035	7	$2,176,309	$118,977	$87,052	$206,029	$0
2036	8	$2,057,332	$123,736	$82,293	$206,029	$0
2037	9	$1,933,596	$128,685	$77,344	$206,029	$0
2038	10	$1,804,911	$133,832	$72,196	$206,029	$0
2039	11	$1,671,079	$139,186	$66,843	$206,029	$0
2040	12	$1,531,893	$144,753	$61,276	$206,029	$0
2041	13	$1,387,140	$150,543	$55,486	$206,029	$0
2042	14	$1,236,597	$156,565	$49,464	$206,029	$0
2043	15	$1,080,032	$162,828	$43,201	$206,029	$0
2044	16	$917,204	$169,341	$36,688	$206,029	$0
2045	17	$747,863	$176,114	$29,915	$206,029	$0
2046	18	$571,749	$183,159	$22,870	$206,029	$0
2047	19	$388,590	$190,485	$15,544	$206,029	$0
2048	20	$198,105	$198,105	$7,924	$206,029	$0
2049	21	$0	$0	$0	$0	$0
2050	22	$0	$0	$0	$0	$0
2051	23	$0	$0	$0	$0	$0
2052	24	$0	$0	$0	$0	$0
2053	25	$0	$0	$0	$0	$0
Total			**$2,800,000**	**$1,320,578**	**$4,120,578**	**$0**

Project Incentive - Site D MRO

Parcel ID:	TBD
Owner/Developer:	Shopko Redevelopment Group
Created/Revised:	6/23/2023

Principal: (rounded to $5,000)	**$ 2,115,000**	**Project Cost:**	**$ 2,115,000**
Interest Rate*:	**4.00%**	**Finance Fees:**	**$ -**
Term (Years):	**20**	**Interest Earned:**	**$ -**
# of Principal Payments:	**20**	**Capitalized Interest:**	**$ -**
Date of Issue: Full Revenue	**11/1/2028**	**Total TID Cost of Loan:**	**$ 3,112,508**

Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2027	0	$0	$0	$0	$0	$0
2028	0	$0	$0	$0	$0	$0
2029	0	$0	$0	$0	$0	$0
2030	1	$ 2,115,000	$71,025	$84,600	$155,625	$0
2031	2	$2,043,975	$73,866	$81,759	$155,625	$0
2032	3	$1,970,108	$76,821	$78,804	$155,625	$0
2033	4	$1,893,287	$79,894	$75,731	$155,625	$0
2034	5	$1,813,393	$83,090	$72,536	$155,625	$0
2035	6	$1,730,304	$86,413	$69,212	$155,625	$0
2036	7	$1,643,890	$89,870	$65,756	$155,625	$0
2037	8	$1,554,020	$93,465	$62,161	$155,625	$0
2038	9	$1,460,556	$97,203	$58,422	$155,625	$0
2039	10	$1,363,353	$101,091	$54,534	$155,625	$0
2040	11	$1,262,261	$105,135	$50,490	$155,625	$0
2041	12	$1,157,126	$109,340	$46,285	$155,625	$0
2042	13	$1,047,786	$113,714	$41,911	$155,625	$0
2043	14	$934,072	$118,263	$37,363	$155,625	$0
2044	15	$815,810	$122,993	$32,632	$155,625	$0
2045	16	$692,817	$127,913	$27,713	$155,625	$0
2046	17	$564,904	$133,029	$22,596	$155,625	$0
2047	18	$431,875	$138,350	$17,275	$155,625	$0
2048	19	$293,524	$143,884	$11,741	$155,625	$0
2049	20	$149,640	$149,640	$5,986	$155,625	$0
2050	21	$0	$0	$0	$0	$0
2051	22	$0	$0	$0	$0	$0
2052	23	$0	$0	$0	$0	$0
2053	0	$0	$0	$0	$0	$0
2054	0	$0	$0	$0	$0	$0
Total			**$2,115,000**	**$997,508**	**$3,112,508**	**$0**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Anthony Wachewicz**
SUBJECT:	**Consideration and Possible Action on Fire Department Pay Claims.**