



Common Council

Regular Meeting

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

Agenda

Tuesday, December 17, 2024

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **December 17, 2024** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the December 3, 2024 Common Council meeting.
4. Public Hearing to act on a request for a Zoning Map Amendment from MX2 Neighborhood Mixed-Use District to GX1 Office-Residential Mix District, 314 North Broadway Street and 330 North Broadway Street (ED-870 and ED-871).
 - A. Notice of Public Hearing.
 - B. Recommendation from Plan Commission.
 - C. Ordinance #24-24 Approving Zoning Map Amendment from MX2 Neighborhood Mixed-Use District to GX1 Office-Residential Mix District (ED-870 and ED-871; 314 North Broadway Street and 330 North Broadway Street).
5. 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
6. Consideration and Possible Action on the following Community Service Grant applications:
 - A. Sleep in Heavenly Peace, Inc. - No Kid Sleeps on the Floor in Our Town!
 - B. De Pere VFW Post 2113 - Beautification of Master Veteran grave monuments

7. Recommendation from the Board of Public Works to delay the reconstruction of Merrill Street to 2026.
8. Recommendation from Finance/Personnel Committee to Approve City Manager Job Description.
9. Recommendation from Finance and Personnel Committee to approve Amendments to the "Deeper Roots - Housing Stock Improvement Program."
10. Recommendation from the Finance/Personnel Committee to Approve a copier purchase and subsequent service contract for the Health Department from Complete Office of Wisconsin.
11. Recommendation from Finance/Personnel Committee to Approve Definitely De Pere's request to waive Invoice #202408015405 in the amount of \$1,461.25 related to the 2024 Tour De Pere special event.
12. Consideration and Possible Action on MOU between City of De Pere and Downtown De Pere Inc. for ARPA funds for Main Avenue Streetscape.
13. Ordinance #24-25 Amending Section 6-3 of the De Pere Municipal Code Regarding Rules of Order.
14. Ordinance #24-26 Amending Section 10-5 of the De Pere Municipal Code regarding City Officer positions.
15. Resolution #24-103 Approving Reclassification of Senior Building Inspector position to Building Inspector Manager and Authorizing Corresponding Adjustment to Compensation Plan Grade Level.
16. Resolution #24-104 Authorizing First Amendment to Development Agreement (Gypsum Management and Supply - Builders Court; Parcel Nos. WD-L176-1 & WD-1138).
17. Resolution #24-105 Approving Development Agreement Regarding a Mixed-Use Redevelopment between the City of De Pere and 417 Main, LLC.
18. Resolution #24-106 Authorizing First Amendment to Water Utility Billing Services Agreement between the City of De Pere and the Green Bay Water Utility.
19. Resolution #24-107 Regarding Health Department Fees for 2025.
20. Resolution #24-108 Regarding Certain Fees (Public Works and City Clerk).
21. Resolution 24-109 Authorizing the Redevelopment Authority of the City of De Pere to Acquire Blighted Property at 2535 Lawrence Drive (Parcel No. (WD-L482-1).
22. Future agenda items.
23. Adjournment.

Carey Danen
City Clerk

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Tom Gavic, Gavic Holdings LLC
Robert Garrity, G & G Rebuilders Inc.
Barbara Hall, Sleep in Heavenly Peace, Inc.
Randy Hansen, De Pere VFW Post 2113



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the December 3, 2024 Common Council meeting.

ATTACHMENTS:

- 12-3-24 Common Council Minutes_draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, December 3, 2024

7:30 PM

Council Chambers and Virtual

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the November 19, 2024 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Devin Perock, Aldersperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, 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. Commendation for 2024 Photo Contest Winners.

6. Recommendation from the Board of Park Commissioners to Accept a \$2500 Donation from Wochinske Family Foundation to Recreation Scholarship Fund.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Aldersperson
SECONDER:	John Quigley, Aldersperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

7. Recommendation from the Board of Park Commissioners to Approve Changes to Recreation Scholarship Program.

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

8. Recommendation from the Board of Park Commissioners to Approve Changes in the Ash Tree Grant.

Parks Director Marty Kosobucki reported that staff will send a mailing to affected homeowners.

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

9. Recommendation from the Board of Park Commissioners to Approve Special Programming for the Nelson Pavilion.

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

10. Recommendation from the License Committee on a Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License application from existing license holder for Pasquale's International Cafe, 305 Main Ave, to operate under a new corporation - Pasquale's Cafe Inc.

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

11. Recommendation from the License Committee on an application for a Class "A" Fermented Malt Beverage and "Class A" Intoxicating Liquor License for Country Visions Cooperative (DBA De Pere Country Store), 1221 Grant St. Submitted by Country Visions Cooperative, Agent: Steven R. Lutz, Brillion, WI.

The motion to approve is contingent on approval of the background check by the Police Department.

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

12. Recommendation from the Plan Commission to approve an extraterritorial 4-lot certified survey map at 1201 Wrightstown RD in Rockland (Parcel R-279).

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

13. Project/Status update on the redevelopment of the site of the former ShopKo retail store in downtown.

Development Services Director Dan Lindstrom reported that a site plan for the first building in the project ("Building F") will be submitted around January of 2025. This is expected to be a 64-unit mixed use building with first floor retail and apartments above. The City's engineering staff have been working with the developer to figure out the street profile; they hope to complete construction on the infrastructure in 2026. Lindstrom informed the Council that the developer is also working with a hotel group, with a potential groundbreaking in the second quarter of 2025. He noted that staff have issued a request for proposal (RFP) for design services for the parking ramp and will also be issuing an RFP for a construction manager at risk to head the project. Staff hopes to break ground on the parking ramp in summer or fall of 2025.

14. Appointments/Reappointments to Boards and Commissions by Mayor Boyd.

The following appointments were approved: Commission on Aging – Mary Ann Willems; Business Improvement District Board – Ryan Jennings; De Pere Housing Authority – Sonya LaPlante.

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

15. Future agenda items.

Alderperson Kunding suggested that the photo contest winners could somehow be incorporated into a fundraiser for the City (i.e., postcards or a calendar). This request will go to the communications and marketing manager.

16. Discussion and Possible Action on Potential Acquisition of Private Property for Public Purposes.

Alderperson Carpenter moved, seconded by Alderperson Gantz to close the meeting at 8:01 PM. Upon roll call vote, motion carried unanimously. Alderperson Carpenter moved, seconded by Alderperson Ledvina to return to open session at 8:48 PM. Upon vote, motion carried unanimously.

17. Adjournment.

Aldersperson Ledvina moved, seconded by Aldersperson Carpenter to adjourn the meeting at 8:49 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Public Hearing to act on a request for a Zoning Map Amendment from MX2 Neighborhood Mixed-Use District to GX1 Office-Residential Mix District, 314 North Broadway Street and 330 North Broadway Street (ED-870 and ED-871).



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: A. Notice of Public Hearing.

ATTACHMENTS:

- Public Hearing Notice_Zoning Map Amendment_Broadway and Cass_12-17-24 mtg_Class 2 (PDF)

Publish: November 29, 2024, and December 6, 2024, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, December 17, 2024**, 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 for a zoning map amendment at the following property:

Parcels ED-870 & ED-871, approximately 0.0 feet southeast from the N Broadway ST and Cass ST intersection, from MX2 (Neighborhood Mixed-Use District) to GX1 (Office-Residential Mix District).

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 zoning map amendment is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 26th day of November, 2024.

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: December 17, 2024

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: B. Recommendation from Plan Commission.

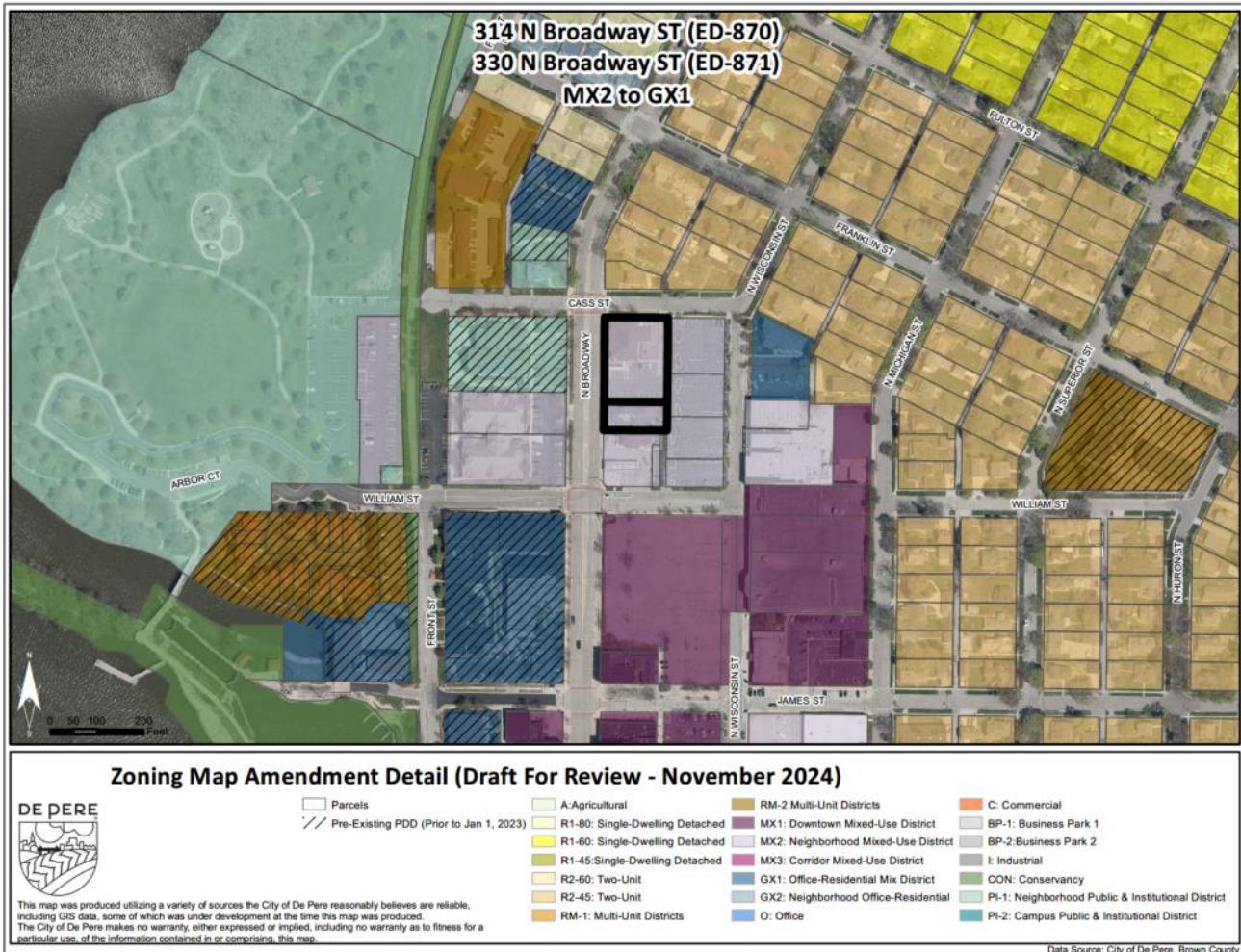
On November 25, 2024, Plan Commission unanimously recommended approval of the zoning map amendment, by a vote of 7-0. Plan Commission requested that additional information be provided to the Common Council for the public hearing and zoning map amendment review. The staff information is included in a memo in the meeting packet.

ATTACHMENTS:

- PC Report - Zoning Map Amendment (DOCX)
- Zoning Map Amendment - Broadway (PDF)
- Application Form with submittal documents (PDF)
- ZMA Memo for CC from Staff - 17 Dec 2024 (DOCX)
- Rezone Application 330 NBroadway - Applicant Attorney - 10 Dec 2024 (PDF)
- Re_ Concerns Regarding Proposed Zoning Change - Resident (PDF)

Item 5: Consideration and possible action for a zoning map amendment from MX2 (Neighborhood Mixed-Use) to GX1 (Office-Residential Mix) at 314 N Broadway ST and 330 N Broadway ST (Parcels ED-870, ED-871).*

SITE MAP



REQUESTED ACTION:	Zoning Map Amendment Request.
COMMON DESCRIPTION:	314 N Broadway ST and 330 N Broadway ST, located southeast of the N Broadway ST and Cass ST intersection.
SURROUNDING LAND USES:	Church (PI-1), businesses (GX1), and multi-unit residential (GX-1) to the north and east. Detached and two-unit houses (R2-45) to the south and east. City Hall/Police/Fire and park to the south and west.
COMPREHENSIVE PLAN:	Commercial.
APPLICANT / OWNERS:	<u>Authorized Representative and Property Owner</u> WITZYTOO HOLDINGS LLC ATTN: Lauren Underhill 4500 Oak Ridge Ct De Pere, WI 54115

LAND USE HISTORY: After a review of air photographs, the residential site developed for commercial uses, originally as a bank and parking lot, in the 1980'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.

Existing Zoning District

When the new Zoning Map and Zoning Ordinance were adopted in January 2023, the subject property was placed into an MX2 District as the best fit for an existing one-story tall storefront building with an office use that was located at the edge of the downtown and adjacent to residential neighborhoods; however, the MX2 District regulations allowed for offices on the second floor or above only. Since the office use was already existing on the first floor, the use was allowed to remain as a nonconforming use.

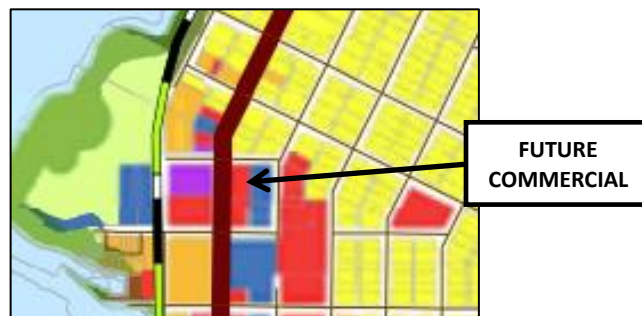
- The nonconforming status allows the existing office use to remain but prohibits the existing office use from further expansions on the basement floor and the first floor.

The petitioner is interested in potentially expanding the office use and adding a funeral or mortuary uses for companion pets (crematorium). Both uses are prohibited in the existing building; however, if the zoning district was approved to change to GX1, the uses become allowed by right.

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. The 2010 Comprehensive Plan Update identifies future land uses as Commercial.

CLIP FROM FUTURE LAND USE MAP



Desired Development Patterns

If the Zoning District changes from MX2 to GX1, then 35 residential, public and civic, commercial, industrial, recycling, and agricultural uses are permitted with 5 conditional uses. The permitted uses are identified in Zoning Ordinance Article VII and summarized in Table 7-1.

The site is near a proposed redevelopment site that is located to the southeast, and across the street from White Pillars Museum and the library across the street to the left.

The site is vehicle accessible with street frontage on N Broadway ST and Cass ST. There are developed sidewalks along the street frontage, but not dedicated bicycle lanes.

NEIGHBOR OUTREACH

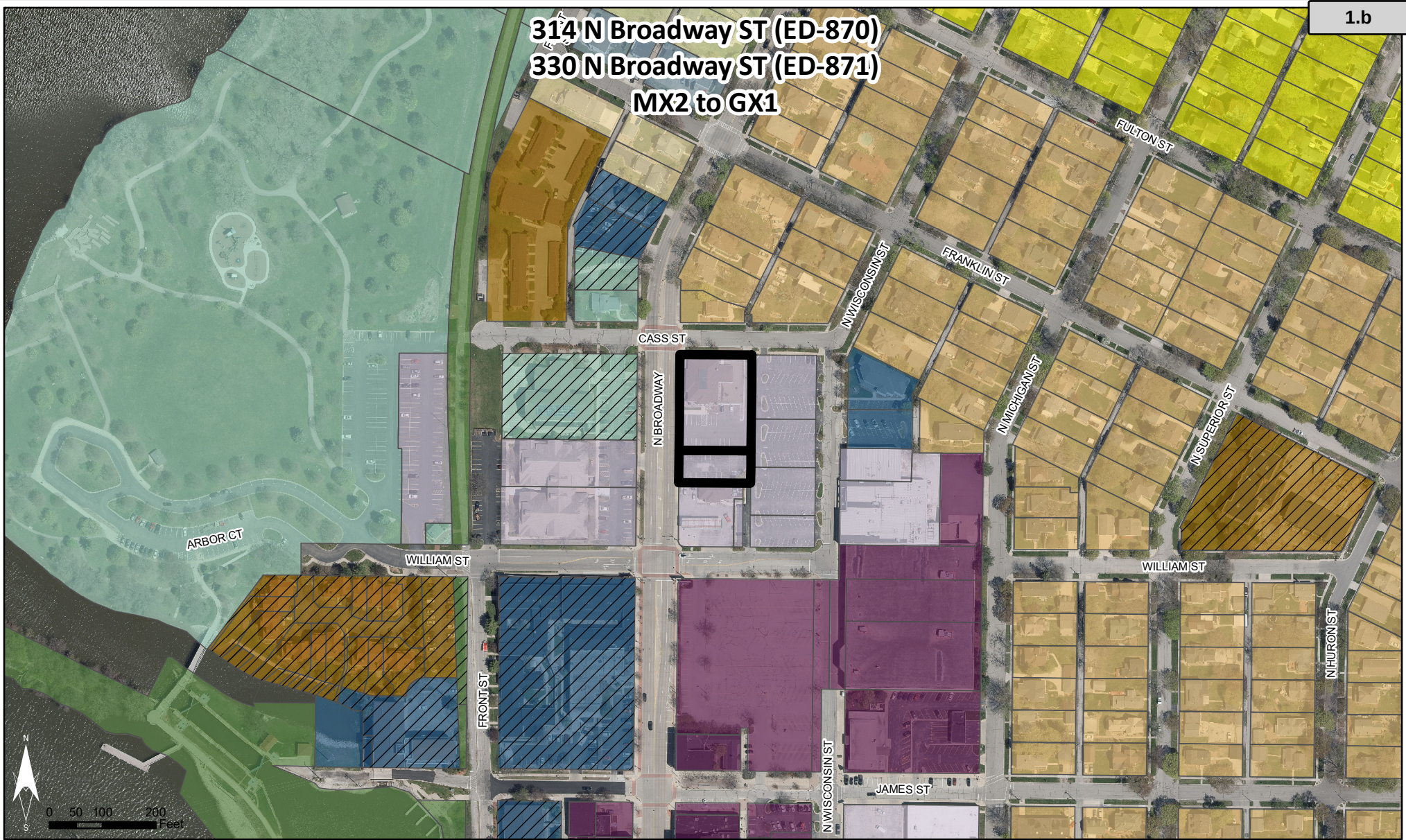
Staff notified all City property owners within 300 feet of the subject area about the application via mail. The authorized representative also reached out to nearby property owners.

At the time this report was written, one public comment or concern was made to staff about the zoning map amendment. The comment related to clarification about the amendment process and the potential for future development, but did not include a support or objection to the request. Any additional comments will be shared at the time of the Plan Commission meeting.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the request for a zoning map amendment from MX2 (Neighborhood Mixed-Use) to GX1 (Office-Residential Mix) at 314 N Broadway ST and 330 N Broadway ST. A zoning map amendment must comply with 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.



Zoning Map Amendment Detail (Draft For Review - November 2024)



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.

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



Planning/Zoning Application

Planning & Zoning Department

1.c

Submitted On:

Oct 18, 2024, 12:08PM EDT

Parcel Number: (Include ALL parcels)	ED871, ED870
Nearest property address to the project site:	Street Address: 330 N Broadway St City: DePere State: W Zip: 54115
Check each project type that is being applied for:	Zoning Map Amendment (Rezoning)
Current De Pere Zoning Districts:	MX2
Proposed De Pere Zoning Districts:	GX1
Existing Site Land Uses:	Commercial
Proposed Site Land Uses:	Commercial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	No
Property Owner:	First Name: Lauren Last Name: Underhill
Is the property owner's address the same as the nearest property address?	Yes
Property Owner's Phone Number:	9209186800
Property Owner's Email Address:	lminten@hotmail.com
Is someone processing the project for the property owner as their authorized representative?	No
Please attach an EXHIBIT MAP with the zoning boundary.	Exhibit Map.pdf
Please attach a WORD DOCUMENT with the boundary legal description.	Legal Description.pdf
How do you plan on paying for	

your application?	Online with a credit card	1.c
Total Due:	\$350.00	
Signature Data	First Name: Lauren Last Name: Underhill Email Address: lminten@hotmail.com  Signed at: October 18, 2024 12:03pm America/New_York	
User's Session Information	IP Address: 104.191.161.224 Referrer URL:	

EXHIBIT A – LEGAL DESCRIPTION

PARCEL A:

Lots Ten (10), Eleven (11) and Twelve (12), Block Twenty-one (21), according to the recorded PLAT OF DEPERE, in the City of DePere, East Side of Fox River, Brown County, Wisconsin and part of vacated alley adjacent Easterly thereof.

Address: 330 North Broadway Street

Tax Key No. ED-871

PARCEL B:

Lot Nine (9), Block Twenty-one (21), according to the recorded PLAT OF DEPERE, in the City of DePere, East Side of Fox River, Brown County, Wisconsin and part of vacated alley adjacent Easterly thereof.

Address: 314 North Broadway Street

Tax Key No. ED-870

CITY OF DE PERE MEMO



To: James Boyd, Mayor
Common Council Alders

From: Peter Schleinz, Senior Planner | Zoning Administrator

Date: December 17, 2024

RE: **Request from Plan Commission for Information to be provided to the Common Council related to questions that arose during the November 25, 2024 Plan Commission meeting, including certain differences between the MX2 District and the GX1 District, and pet cremation.**

Summary:

On November 25, 2024, Plan Commission reviewed a zoning map amendment petition to change an MX2 District to become a GX1 District at 314 and 320 N Broadway ST (Parcels ED-870, ED-871). Plan Commission recommended approval but requested staff to provide additional information to Common Council for the public hearing related to related certain differences between the MX2 District and the GX1 District, and the impact of the requested land use (pet cremation). The following is a summary of the staff findings, with additional detailed information included in the Appendix at the end of the memo.

1. Why did staff support a zoning map amendment?

The GX1 zoning district was more of a fit for the existing building, with fewer nonconformances. The proposed zoning ordinance is not a permanent improvement for the existing building, and still, it allows for redevelopment opportunities, including the elimination of certain land uses like indoor sports and recreation, vehicle sales, vehicle maintenance & repair (minor), and accessory outdoor displays.

2. What are the major differences between the MX2 District and the GX1 District?

The tables below summarize the major differences between the MX2 District and the GX1 District, including setback/build-to zones, building heights, and land use differences:

A. Building setbacks and build-to zones that change.

Setbacks and Build-to Zones	Existing MX2 (Storefront Building)	Proposed GX1 (General Building)	Differences
Minimum Primary Frontage Coverage (%)	95	80	95 reduces to 80
Primary Frontage Build-to Zone (feet)	0 to 10	5 to 15	0 to 15 Build-to Zone changes to 5 to 15
Non-Primary Frontage Build-to Zone (feet)	0 to 15	5 to 15	0 to 15 Build-to Zone changes to 5 to 15
Minimum Side Setback (feet)	0; 5, if abutting other building type	5; 10, if abutting other building type	0,5 increases to 5, 10
Minimum Rear Setback (feet)	10; 0 if abutting an alley	15	10 increases to 15, alley option is eliminated.

The existing MX2 District allows for a building to be developed 5-feet closer to the street than the proposed GX1 District allows.

B. Building heights that change.

Building Heights	Existing MX2 (Storefront Building)	Proposed GX1 (General Building)	Differences
Overall: Minimum Height (Stories)	1	2	1 increases to 2,
Maximum Height (Stories)	3	5; step backs required	3 increases to 5
Maximum Height (feet)	54	66	54 increases to 66
Ground Story: Minimum Height (feet)	14	9	14 decreases to 9,
Maximum Height (feet)	18	12	18 decreases to 12
Upper Stories: Minimum Height (feet)	9	9	Same
Maximum Height (feet)	12	12	

The existing MX2 District allows for buildings that are 54-feet tall with no step-backs; the proposed GX1 District allows for buildings that are 66-feet tall with step-backs.

C. Land uses that change between permitted and prohibited.

Land Uses	Existing MX2 (Storefront Building)	Proposed GX1 (General Building)	Differences
Public and Civic			
Hospital	Prohibited	Permitted	Permitted in GX1 but not in MX2
Parks and Recreation	Prohibited	Permitted	Permitted in GX1 but not in MX2
Commercial			
Funeral or Mortuary Service	Prohibited	Permitted	Permitted in GX1 but not in MX2
Sports & Recreation, Participant: Indoor	Permitted	Prohibited	Permitted in MX2 but not in GX1
Vehicle Sales and Service: Vehicle Sales	Permitted	Prohibited	Permitted in MX2 but not in GX1
Vehicle Sales and Service: Vehicle Maintenance & Repair, Minor	Permitted	Prohibited	Permitted in MX2 but not in GX1
Industrial			
Fabrication and Production: Artisan	Permitted	Prohibited	Permitted in MX2 but not in GX1
Accessory			
Outdoor Display	Permitted	Prohibited	Permitted in MX2 but not in GX1

The existing MX2 District prohibits hospitals, parks and recreation, and funeral or mortuary service uses; the proposed GX1 District prohibits sports and recreation (participant: indoor), vehicle sales and service (vehicle sales), vehicle sales and maintenance and repair (minor), fabrication and production (artisan), and accessory outdoor display uses.

D. Density limitations that change.

Neither the existing MX2 District, nor the proposed GX1 District have specific density limitations but setbacks and height limitations are the determining factors for a redevelopment

3. The applicant is proposing a ‘funeral or mortuary service use’ for a pet crematorium. What are the differences between the petitioner’s equipment from the United Kingdom and equipment used in the United States?

An email from the petitioner’s attorney is in the meeting packet. The email includes supplemental information that compares the Addfield Environmental Systems limited PET 200 cremation unit against a wood-burning stove for smoke, smell, steam in cold temperatures, chimney height, and particulate matter emissions. The UK does require afterburners to meet emission and particulate standards. The US is a state-by-state basis and staff reviewed several US manufacturers and found nearly all manufacturers include afterburners, but not all research made it standard.

4. What are the differences between human cremations and pet cremations?

The procedures are similar for facilitating a cremation and processing cremains for human cremations and pet cremations. Wisconsin does not have specific regulations for pet cremations. One difference between human cremations and pet cremations is that a human body can be cremated in a retort (cremation oven) one at a time, whereas, multiple pets may be cremated in a retort at the same time. Internal prosthetics typically remain with a human body for cremation, including joint replacements and fillings.

5. Does the Wisconsin Department of Natural Resources (WDNR) require an air pollution permit for crematoriums?

The WDNR exempts all human and pet crematoriums under NR-406.04(1)(s).

6. Have there been residential complaints from other existing pet crematoriums in Green Bay for a comparison?

At the request of Alder Hansen, staff asked the City of Green Bay’s Principal Planner to research for documented neighbor complaints/violations related to the following three business sites: Forever Friends Pet Cremation at 645 Heyrman ST, Faithful Companions Pet Crematory at 1530 W Mason ST, and Faithful Companions Pet Crematory at 701 N Baird ST. Nothing was identified related to odor, smoke, etc. There were a handful of police calls to the 645 Heyrman ST site that were not related to residents complaining about the business being in the neighborhood.

7. Have there been residential complaints about the existing human and pet cremation facility nearby at 115 N Erie ST?

The facility opened in 2015 and was expanded in 2022. The facility was approved under the previous zoning ordinance. Staff reviewed inspection files for documented neighbor complaints/violations and found none.

Staff Recommendation

Common Council should determine if a zoning map amendment petition proposing a change from MX2 District to GX1 District should be approved or denied at 314 and 320 N Broadway ST (Parcels ED-870, ED-871). Staff notes that both zoning districts comply with the commercial designation in the comprehensive plan.

APPENDIX A: COMPARISON OF BUILDING REGULATIONS

Building Sitings	DISTRICTS		
	Existing MX2 (Storefront Building)	Proposed GX1 (General Building)	Differences
Minimum Primary Frontage Coverage (%)	95	80	95 reduces to 80
Primary Frontage Build-to Zone (feet)	0 to 10	5 to 15	0 to 15 Build-to Zone changes to 5 to 15
Non-Primary Frontage Build-to Zone (feet)	0 to 15	5 to 15	0 to 15 Build-to Zone changes to 5 to 15
Minimum Side Setback (feet)	0; 5, if abutting other building type	5; 10, if abutting other building type	0,5 increases to 5, 10
Minimum Rear Setback (feet)	10; 0 if abutting an alley	15	10 increases to 15, alley option is eliminated.
Maximum Site Impervious Coverage (%)	90	75	90 decreases to 75,
Additional Semi-Pervious Coverage (%)	10	15	10 increases to 15
Surface or Accessory Parking Yard Location	Rear, limited side yd	Rear	Limited side yd option is eliminated
Refuse & Recycling, Utilities, & Loading Yard Location	Rear	Rear	Same
Permitted Driveway Access Location	Alley only; if no alley exists, off non-primary street	Alley only; if no alley exists, off non-primary street	Same
Permitted Garage Entry Facade Location	Rear or non-primary street façade	Rear or non-primary street façade	Same
Height			
Overall: Minimum Height (Stories)	1	2	1 increases to 2,
Maximum Height (Stories)	3	5; step backs required	3 increases to 5
Maximum Height (feet)	54	66	54 increases to 66
Ground Story: Minimum Height (feet)	14	9	14 decreases to 9,
Maximum Height (feet)	18	12	18 decreases to 12
Upper Stories: Minimum Height (feet)	9	9	Same
Maximum Height (feet)	12	12	
Uses			
Primary Frontage Ground-Story Allowed Uses	All uses allowed in accordance with Article VII (Zoning Ordinance)	All uses allowed in accordance with Article VII (Zoning Ordinance)	See Comparison of Uses Table for differences
Non-Primary Frontage, All Upper Stories, & Basement Allowed Uses	All uses allowed in accordance with Article VII (Zoning Ordinance)	All uses allowed in accordance with Article VII (Zoning Ordinance)	Same
Allowed Parking Location within Building	Permitted fully in any basement and behind required occupied space of all other stories	Permitted fully in any basement and behind required occupied space of all other stories	Same
Minimum Depth of Occupied Building Space along Primary Frontage Façade (feet)	20 all full height floors; not required in any basement	20 all full height floors; not required in any basement	Same
Façade & Cap Requirements			
Minimum Transparency: Ground-Story Primary Frontage Facades (%)	70 measured between 2 and 8 feet above sidewalk	15 measured per story of all stories	70 reduces to 15
Minimum Transparency: All Street Facades & Facades Visible from any Street (%)	15, measured per story of all stories	15, measured per story of all stories	Same
Minimum Primary Frontage Principal Entrances	Principal entrances 1 per every 60 feet of facade, recessed between 3 and 8 feet, up to 8 feet wide	1 per every 90 of building façade, off a stoop, minimum 6 wide and 3 deep	60 increases to 90, variations in recesses and stoop requirements
Entrance/Ground-Story Elevation (feet)	Within 1.5 of adjacent sidewalk grade	Within 30" of adjacent street sidewalk average elevation OR between 30" and 5 with visible basement (transparency)	1.5 increases to 30" (2.5)

		required)	
Ground-Story Vertical Facade Divisions on Primary Frontage Facades	One shadow line per every 30 feet of facade width	One shadow line per every 100 feet of facade width	30 increases to 100
Horizontal Facade Divisions on Primary Frontage Facades	One shadow line within 3 feet of the top of the ground-story on any street façade	One shadow line within 3 feet of the top of the ground-story on any street façade	Same
Permitted Building Cap Types	Parapet, pitched, flat; tower permitted	Parapet, flat, pitched; tower permitted	Same
Building Facade Material	See 14-91 (Zoning Ordinance) for major and minor facade materials	See 14-91 (Zoning Ordinance) for major and minor facade materials	Same

APPENDIX B: TABLE OF USES

DISTRICTS AND DIFFERENCES			
Residential	Existing MX2	Proposed GX1	Differences
Household Living: Single-Household	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Household Living: Two-Household	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Household Living: Three-to-Six-Household	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Household Living: Seven+ - Household	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Household Living: Live-Work	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Group Living: Adult Family Home	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Group Living: Community Living Arrangement	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Group Living: Foster Home	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Group Living: Overnight Shelter	Conditional use	Conditional Use	Same
Group Living not otherwise classified	Conditional use	Conditional Use	Same
Public and Civic			
Club or Lodge	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
College or University	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Hospital	Prohibited	Permitted	Permitted in GX1 but not in MX2
Library or Cultural Center	Permitted	Permitted	Same
Parks and Recreation	Prohibited	Permitted	Permitted in GX1 but not in MX2
Religious & Non-Secular Assembly	Permitted	Permitted	Same
Minor Utilities and Public Service Facilities	Permitted	Permitted	Same
Major Utilities and Public Service Facilities	Conditional use	Conditional use	Same
Commercial			
Animal Service: Grooming	Permitted	Permitted	Same
Animal Service: Veterinary	Permitted	Permitted	Same
Assembly and Entertainment: Small	Permitted	Permitted	Same
Business or Trade School	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Commercial Service: Consumer Maintenance and Repair	Permitted	Permitted	Same
Commercial Services: Personal Service	Permitted	Permitted	Same
Commercial Service: Studio or Instructional Service	Permitted	Permitted	Same

Day Care: Day Care Home, Family	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Day Care: Day Care Home, Adult	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Day Care: Day Care Center, Group	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Eating and Drinking Places: Restaurant	Permitted	Conditional Use	Conditional Use required in GX1
Eating and Drinking Places: Bar	Permitted	Conditional Use	Conditional Use required in GX1
Financial Service: Financial Institution	Permitted	Permitted	Same
Funeral or Mortuary Service	Prohibited	Permitted	Permitted in GX1 but not in MX2
Lodging: Hotel	Permitted	Permitted	Same
Short-Term Rental	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Medical Service	Permitted	Permitted	Same
Office	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Parking, Non-accessory	Permitted	Permitted	Same
Retail Sales: Convenience Goods	Permitted	Permitted	Same
Retail Sales: Consumer Shopping Goods	Permitted	Permitted	Same
Sports & Recreation, Participant: Indoor	Permitted	Prohibited	Permitted in MX2 but not in GX1
Vehicle sales and Service: Vehicle Sales	Permitted	Prohibited	Permitted in MX2 but not in GX1
Vehicle sales and Service: Vehicle Maintenance & Repair, Minor	Permitted	Prohibited	Permitted in MX2 but not in GX1
Industrial			
Fabrication and Production: Artisan	Permitted	Prohibited	Permitted in MX2 but not in GX1
Agricultural			
Community Garden	Permitted	Permitted	Same
Accessory			
Amateur Radio Service Antenna	Permitted	Permitted	Same
Drive-in/Drive-through service	Permitted	Permitted	Same
Electric Vehicle Charging Station	Permitted	Permitted	Same
Geothermal Energy System	Permitted	Permitted	Same
Home Occupation, Type A	Permitted only above ground floor	Permitted	Permitted on ground floor in GX1
Home Occupation, Type B	Conditional use	Conditional use	Same
Outdoor Display	Permitted	Prohibited	Permitted in MX2 but not in GX1
Satellite Dish Antenna	Permitted	Permitted	Same
Solar Energy System	Permitted	Permitted	Same

Other			
Wireless Telecommunications	Conditional Use per Zoning Ordinance 14-79	Conditional Use per Zoning Ordinance 14-79	Same

Peter Schleinz

From: Travis T. Schreurs <TTS@lcojlaw.com>
Sent: Tuesday, December 10, 2024 4:32 PM
To: Peter Schleinz
Subject: Rezone Application 330 N Broadway Street
Attachments: Supplemental Information.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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Peter,

Attached is information that I am submitting on behalf of Witzytoos Holdings, LLC for the upcoming City Council meeting on December 17, 2024. If you have any questions, or wish to discuss this further, please let me know.

Travis

TRAVIS T. SCHREURS

Attorney

Law Firm of Conway, Olejniczak & Jerry, S.C.

231 S. Adams Street | P.O. Box 23200

Green Bay, WI 54305

P: 920-437-0476 F: 920-437-2868

E: TTS@lcojlaw.com

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Supplemental Information

The following information is intended to address concerns about the proposed installation of a pet cremation unit at 330 N Broadway Street.

1. Below is information received from Ian Gilbert, a representative of Addfield Environmental Systems Limited, the manufacturer of the PET 200 cremation unit.

The difference between an Addfield cremator and wood burning stove from an emission perspective.

The emissions from an Addfield Cremator are cleaner than you will achieve from a standard wood burning stove or fire due to the additional cleaning systems in place and higher temperatures incorporated in the operation of the cremation process.

A wood burning fireplace or stove would generally consist of the fireplace or chamber and then a chimney. The wood and often anything else that the person wants to burn is placed inside and set alight, the gasses from this fire are then released directly into the environment. The temperature in the fireplace will fluctuate around about 1112°F at peak burn and lower than that at the start and end. These types of fire will release smoke and odours unchecked into the environment. This is why when you walk past a house with a wood burner in operation you can often see the smoke rising and smell the fire.

An Addfield Cremator combines two chambers, the main primary chamber which is where the carcass is cremated, these operate at temperatures of around 1470°F and this temperature is maintained through the process by the electronic control panels which keeps the temperature stable throughout. Following the primary cremation chamber we have the Secondary chamber which exists to clean the gasses before releasing them back into the environment. The secondary chamber operates at 1800°F and at this temperatures cleans the gasses for a minimum of 2 seconds before they are released into the environment, we call this the two second retention time and is the industry standard for safe release of gases. It is this process that enables these machine to operate in a smoke and odour free manner. The primary chamber burners do not trigger until the secondary chamber is at temperature which ensures that throughout the entire process when used correctly you will only see a heat shimmer from the cremation process, if it's a cold day this may be visible steam but this is not smoke. In the same way our breath condenses in the cold so does the hot gasses released by the cremator.

Following this we have minimum chimney heights on our installations set to be approx. 3ft above the highest point of the building it is installed in or if it is directly next to another building the height of that. This is to ensure clear release of gasses back into the environment unhindered. Hot air rises and very hot air travels very fast. The gasses from these machines travel straight up into the air at high speeds, if inclement weather and high-speed winds are blowing the gasses will still be clear to rise unobstructed.

As such these machines are far cleaner to the environment and the residents than any Log burner or Fire will ever be.

We have these machines installed in countries around the world with as strict regulations as the USA and they all adhere to the same principals. In the UK we have many pet cremators operating on business parks neighbouring other buildings and close to homes and they have been in operation for many years without any complaints.

2. Below is a data sheet identifying the emissions from operating an Addfield Pet Cremation Machine. This data identifies emissions lower than that of a typical wood burning stove. For example, a wood burning stove will emit Particulate Matter in concentrations of 25-40 mg/Nm³ while the Addfield Pet Cremation Machine emits Particulate Matter in concentrations of 16mg/Nm³.



Expected Emmision Data

Brand: Addfield

Equipment: Pet Cremation Machines

Below are the expected emissions from the Addfield Pet Cremation machines. Stack emission are resulting from cremation of individual pets. Operating at a nominal throughput of <50kg/hr, with a secondary after chamber in place with a minimum temperature of 850 deg.C

Parameter (EN)	Addfield
Particulate Matter	16 mg/Nm ³
NO _x	65/Nm ³
SO _x	62mg/Nm ³
CO	42mg/Nm ³
Total VOC (As carbon)	0.6mg/Nm ³
Heavy Metals	0.05mg/Nm ³
HCl	1.04mg/Nm ³
HF	0.07mg/Nm ³

Peter Schleinz

From: Holly Williams <hollyungerwilliams@gmail.com>
Sent: Tuesday, December 10, 2024 10:45 AM
To: James Boyd; Amy Chandik Kunding; Shana Defnet Ledvina; Jonathon Hansen; Peter Schleinz; Definitely De Pere
Cc: James Cell; Jennifer Parins
Subject: Re: Concerns Regarding Proposed Zoning Change at 314 & 330 N Broadway St
Attachments: Gmail - RE_ Follow-Up Questions Regarding Camelot Pet Crematorium Zoning Change Request.pdf

Some people who received this message don't often get email from hollyungerwilliams@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Following up on my previous email, I've now received a response from the Camelot Cremation attorney, which I've attached for your review.

I've decided not to request a tour of the facility, as I'm uncomfortable visiting an undisclosed location alone. However, I'd be happy to accompany anyone interested in arranging a tour.

Here are key points from the attorney's response for your consideration in addition to the points listed in my previous email:

1. Camelot Cremation's Principal Certification:

- o Holds a Registered Pet Funeral Director designation as only training/certification in this type of business.
- o This certification requires a \$295 fee and completion of a four-hour self-paced online course covering topics such as best practices for working with pet owners, ethical considerations, and community outreach.
- o 25-question online exam consisting of multiple choice and true/false questions with a 80% score required
- o Certification does not include training in mortuary science, the use of incinerators, animal storage/disposal, etc.
- o <https://www.cremationassociation.org/petcremation.html>

2. Incinerator Specifications:

- o The proposed incinerator accommodates animals up to 200 pounds, which is similar in size to a human without the same regulatory requirements.

3. Potential for Large-Animal Incinerator Relocation:

- o While there are currently no plans to relocate a large-animal incinerator, zoning changes could allow for this in the future.

Additionally, regarding Witzytoo Holdings:

- While Camelot Cremation is proposed near a residential area requiring a zoning change, Witzytoos Holdings owns other parcels, including one zoned for funeral home use and another zoned for agricultural purposes. It raises the question: why select a location next to a residential area when other properties are already suitable for this use?

Witzytoos Holdings Properties (not located in City of De Pere):

- 2350 Dickinson Road, Ledgeview (NCD Neighborhood Center)
- 5678 Morrison Road, Rockland (Agricultural-Farmland Preservation)

Please feel free to share any thoughts or feedback.

Best regards,

Holly and James Williams

On Mon, Dec 9, 2024 at 10:33 AM Holly Williams <hollyungerwilliams@gmail.com> wrote:

Holly Williams

434 and 432 N Broadway

De Pere, WI 54115

hollyungerwilliams@gmail.com

920-660-2295

December 9, 2024

Dear City Leaders,

I am writing to express my concerns regarding the proposed rezoning of 314 and 330 N Broadway St from MX2 (Neighborhood Mixed-Use) to GX1 (Office-Residential Mix), as discussed during the De Pere Planning Commission meeting on November 25th. While I understand the rezoning request is intended to support Camelot Pet Cremation, LLC, there are several critical considerations and unanswered questions that require further review before proceeding.

Key Concerns

1. Lack of Regulatory Oversight

- o Pet aftercare is a largely self-regulated industry with minimal oversight beyond environmental regulations and standard business licensing. According to the International Association of Pet Cemeteries and Crematoriums (IAOPCC), only three states in the U.S. have legal standards for pet cremation. Camelot Pet Cremation is not associated with a funeral home and, therefore, is not regulated by the State of Wisconsin, unlike other pet crematoriums in the Green Bay area.
- o This lack of mandatory regulation raises serious concerns about public health, safety, and accountability.

2. Training and Certifications

- o What specific training and certifications do the owners and operators of Camelot Pet Cremation hold? Certifications such as the IAOPCC's Certified Pet Crematory Operator Program (CPCO) and Registered Pet Funeral Director Course are voluntary and self-paced. Without mandatory requirements, there is little assurance of professional standards or expertise.

3. Unanswered Questions and Lack of Communication

- o Both my neighbor and I have sent emails to the attorney representing Camelot Pet Cremation seeking clarification on these issues, but we have not received any response (my email attached). The lack of communication raises further concerns about the transparency and accountability of this business. The letter (attached) sent to the neighbors of the facility listed Travis Schreurs tts@lcojlaw.com as the point of contact for questions.

4. Irreversible Zoning Change

- o Rezoning the property to GX1 is a permanent change, and once approved, it cannot be undone. This decision could have long-term implications for the character of the neighborhood and the city's ability to regulate future use of the property.

5. Gateway to the City

- o The property is located at a key gateway to the city, and the proposed use could significantly impact the area's image and first impressions for visitors. The introduction of a pet cremation facility, particularly one with limited oversight, could detract from efforts to maintain a welcoming and vibrant city entrance.

6. Environmental and Operational Concerns

- o Will the large-animal incinerator currently in use at another location be relocated to the Broadway site? What is the maximum size of animals that will be cremated there?
- o Once the zoning changes, what will prevent the large-animal incinerator from being relocated to this facility? The business website does not offer any addresses other than 330 N Broadway, De Pere, WI and the business is not willing to disclose the location of this equipment.
- o What certifications does the incinerator equipment hold to ensure it meets U.S. safety and environmental standards?
- o What are the emissions measurement metrics for pet crematoriums, how is it measured, by whom is it measured, how often is it measured?
- o What is the metric for proper care, storage and disposal of animals, how is it measured, by whom is it measured, how often is it measured?

Broader Industry Context

The IAOPCC has developed an Accreditation Program and certification courses, but these are entirely voluntary and do not guarantee compliance. Similarly, the Cremation Association of North America (CANA) collaborates with the IAOPCC to update standards and offer training, but there is no universal or federally mandated oversight for this industry. This lack of regulation underscores the need for heightened scrutiny of any new pet crematorium, particularly one not affiliated with a funeral home.

Request for Action

Given the above concerns, I respectfully urge the city council to:

- Require detailed answers to the questions about training, certifications, equipment, and operational plans.
- Address the lack of communication from the attorney representing the business and ensure transparency for the community.
- Conduct a thorough review of the potential environmental and community impact of this rezoning request.
- Consider the long-term implications of permanently changing the zoning classification for this property.
- Explore alternative locations or options for this business that would be less impactful to the city gateway and surrounding neighborhood.

Thank you for your attention to this matter and your ongoing commitment to our community. Please feel free to contact me at 920-660-2295 or hollyungerwilliams@gmail.com if you would like to discuss my concerns further.

Sincerely,
Holly and James Williams



Holly Williams <hollyungerwilliams@gmail.com>

RE: Follow-Up Questions Regarding Camelot Pet Crematorium Zoning Change Request

Travis T. Schreurs <TTS@lcojlaw.com>

Mon, Dec 9, 2024 at 5:00 PM

To: Holly Williams <hollyungerwilliams@gmail.com>

Holly,

Thank you for reaching out regarding your questions regarding Camelot Cremation. Please find my responses in red below.

1. What state regulations govern pet crematoriums? Please provide specific statutes. **Unfortunately, since you are not my client, I am not in a position to provide you with legal advice. The Wisconsin Statutes are available for free at docs.legis.wisconsin.gov. You are certainly free to consult with another attorney who may be able to assist you with interpreting the statutes.**
2. What training and certifications do the operators/owners possess for this type of business? **Lauren Underhill, the principal of Camelot Cremation is a Registered Pet Funeral Director.**
3. What is the address of the current location of the large-animal incinerator? **The current operating incinerator is located indoors on private property in Suamico near Highway 41. Unfortunately, the unit is not visible from any public road. Would you be interested in a tour of that facility?**
4. What is the maximum size of animals that will be cremated at the Broadway location? **The unit intended to be installed at the Broadway location has a maximum capacity of an animal weighing 200 lbs.**
5. Will the large-animal incinerator be relocated to the Broadway location? **There are no plans to move the larger incinerator unit to the Broadway location.**
6. What U.S. certifications does the incinerator equipment hold? **See more specific information regarding the Addfield PET200 unit attached to this email.**

Please let me know if you have any additional questions or if you would like to see the Suamico facility.

Travis

TRAVIS T. SCHREURS

Attorney

Law Firm of Conway, Olejniczak & Jerry, S.C.

[231 S. Adams Street](#) | P.O. Box 23200

Green Bay, WI 54305

P: 920-437-0476 F: 920-437-2868

E: TTS@lcojlaw.com2015-2023 WINNER OF BEST OF THE BAY - BEST LAW FIRM

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From: Holly Williams <hollyungerwilliams@gmail.com>

Sent: Wednesday, December 4, 2024 8:58 AM

To: Travis T. Schreurs <TTS@lcojlaw.com>

Subject: Follow-Up Questions Regarding Camelot Pet Crematorium Zoning Change Request

Good Morning,

Following the De Pere Planning Commission meeting on November 25th regarding the Camelot Pet Crematorium zoning change request, we have several follow-up questions:

1. What state regulations govern pet crematoriums? Please provide specific statutes.
2. What training and certifications do the operators/owners possess for this type of business?
3. What is the address of the current location of the large-animal incinerator?
4. What is the maximum size of animals that will be cremated at the Broadway location?
5. Will the large-animal incinerator be relocated to the Broadway location?
6. What U.S. certifications does the incinerator equipment hold?

We would appreciate your prompt response to these inquiries. Thank you for your time and attention.

Best regards,

Holly and James Williams

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Addfield-PET200-Pet-Crematorium-Machine-Datasheet-1.pdf

611K

Follow-Up Questions Regarding Camelot Pet Crematorium Zoning Change Request



Holly Williams <hollyungerwilliams@gmail.com>
to tts

Dec 4, 2024, 8:57 AM (5 days ago)



Good Morning,

Following the De Pere Planning Commission meeting on November 25th regarding the Camelot Pet Crematorium zoning change request, we have several follow-up questions:

1. What state regulations govern pet crematoriums? Please provide specific statutes.
2. What training and certifications do the operators/owners possess for this type of business?
3. What is the address of the current location of the large-animal incinerator?
4. What is the maximum size of animals that will be cremated at the Broadway location?
5. Will the large-animal incinerator be relocated to the Broadway location?
6. What U.S. certifications does the incinerator equipment hold?

We would appreciate your prompt response to these inquiries. Thank you for your time and attention.

Best regards,

Holly and James Williams

↩ Reply

➡ Forward



Jennifer L. Parins
400 N. Broadway Street
De Pere, WI 54115-2512

Dear Neighbor,

I am writing to inform you of our intention to seek a rezoning of our property and 330 N. Broadway Street (the "Property") from MX-2 (Neighborhood M-GX-1 (Office-Residential Mixed District). The enclosed Zoning Map is intended to provide a visual of the Property and the current zoning of nearby properties. This rezoning is aimed at better aligning the Property with our plans for its use.

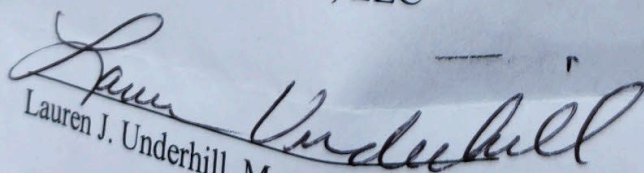
Camelot Cremation, LLC ("Camelot Cremation"), which currently leases the Property as its company office, would like to hold small, private pet funeral ceremonies and provide cremation services at the Property. Despite the similarities between the MX-2 and GX-1 districts, rezoning is necessary for Camelot Cremation's intended use. Current plans for some minor modification of the building located on the Property, though the character of the existing building will not be changing.

In the coming days, you will receive a formal notice from the City of De Pere regarding this rezoning request. This notice will provide you with information regarding an upcoming Planning Commission Meeting to be held on November 25, 2024 at 7:00 p.m. at City Hall.

We value our community and want to ensure that you are informed throughout this process. If you have any questions or would like to discuss this further, we encourage you to reach out to our attorney, Travis Schreurs, at 920-437-0476 or tts@lcojlaw.com.

Thank you for your understanding and support.

WITZYTOO HOLDINGS, LLC


Lauren J. Underhill, Member



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: C. Ordinance #24-24 Approving Zoning Map Amendment from MX2 Neighborhood Mixed-Use District to GX1 Office-Residential Mix District (ED-870 and ED-871; 314 North Broadway Street and 330 North Broadway Street).

ATTACHMENTS:

- Ord24-24 (PDF)

ORDINANCE #24-24
 APPROVING ZONING MAP AMENDMENT FROM MX2 NEIGHBORHOOD MIXED-USE
 DISTRICT TO GX1 OFFICE-RESIDENTIAL MIX DISTRICT
 (Parcels ED-870 and ED-871; 314 North Broadway Street and 330 North Broadway 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, initiated pursuant to §14-122 of the De Pere Municipal Code (DPMC) 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 17th day of December, 2025 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, does ordain as follows:

Section 1. That the following described property:

ED-870:

8,137 SQ FT

ORIGINAL PLAT OF DE PERE LOT 9 & VAC ALLEY ADJ ELY BLK 21

ED-871:

24,421 SQ FT

ORIGINAL PLAT OF DE PERE LOTS 10-11 & 12 & VAC ALLEY ADJ ELY THEREOF BLK 21

shall be and the same is hereby rezoned from the present zoning classification of MX2 Neighborhood Mixed-Use District to GX1 Office-Residential Mix District as set forth in and regulated by the provisions of Chapter 14, Article III Mixed-Use Districts and the permitted uses

Ordinance #24-24

Page 2 of 2

identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to the residential, public and civic, commercial, industrial, recycling and agricultural uses under Article VII, in addition to five corresponding conditional uses thereunder, conditioned upon compliance with the provisions of Chapter 14, DPMC, as well as all state and local laws and regulations.

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 17th day of December, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 11/25/2024

Publication Date: _____

Effective Date: _____



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: A. Sleep in Heavenly Peace, Inc. - No Kid Sleeps on the Floor in Our Town!

ATTACHMENTS:

- Sleep in Heavenly Peace (PDF)



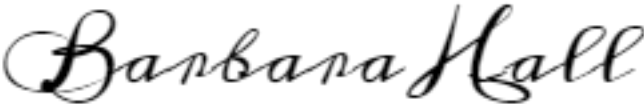
Community Service Grant Application De Pere, WI

1.a

Submitted On:

Oct 30, 2024, 04:10PM CDT

Are you applying as an individual or as a group?	Group
Applicant Name	Barbara hall
Group Name	Sleep in Heavenly Peace, Inc.
Phone Number	2104225325
Email	grants@shpbeds.org
Full Address	Street Address: 669 W. Quinn Road, Bldg 42 City: Pocatello State: ID Zip: 83202
Project Title	No Kid Sleeps on the Floor in Our Town! W-De Pere
Project Location	TBD
Project Description: Provide a brief outline of your project, describing your goals/objectives and your timeline for completion.	The Sleep in Heavenly Peace, Inc. (SHP), W-De Pere chapter utilizes community volunteers to build and deliver twin-size beds (that can be bunked) to kids aged 3-17 who are sleeping on the floor or in other situations without the luxury of a bed. Volunteers deliver these beds, fully furnished (frames, new mattresses, sheets, pillows, and blankets) to children in need; they partner with local organizations, churches, businesses, and community members to build them! Chapter leadership and their core team show volunteers how to take a pile of wood and construct twin bed frame components with drills, sanders, and saws. SHP's simple design is easy to follow and takes no woodworking experience to learn. During SHP community "Build Days," volunteers learn about the organization and the need in "their town" and take pride as they transform piles of lumber into twin bed frames. Following each build day, volunteers deliver the beds to local families that applied and qualified for one. SHP Build and Delivery Days facilitate community engagement by providing a fun and practical opportunity to volunteer their time. This is an ongoing project.
Measurable Objectives: How will your goals and objectives be achieved? What benefits will citizens of the City of De Pere gain from this project?	Our goals are to deliver beds to children in need. Smiles are the mark of success as one more child is off the floor and sleeping in their own bed. The long-term goal is to gain information from the recipients for research. A survey is sent to recipient homes asking about bed usage and information on any physical, behavioral, and emotional changes for the child (i.e., school work). Providing a child with a bed is a specific intervention with the potential to make a lasting difference in their lives and community. The chapter has delivered 2019 beds to children in the De Pere area
Itemization of Anticipated	Project Proposal Budget for 5 beds

Expenses: Provide cost estimates associated with the project (award amount not to exceed \$600 even if total project costs are higher). Describe all materials that will need to be purchased for the project.		Lumber/Hardware/Materials 795.00 Mattresses 500.00 Sheets, Pillows/ Blankets 205.00 Total Material cost 1500.00 Project Consumables 15.00 10% Op Program Support 150.00 Total Budget 1665.00	1.a
If you have any photos/sketches or other documentation that you would like to include with your application, please upload them now.		SHP Tri-Fold Brochure_21Nov2019_Compressed.pdf	
By checking this box I acknowledge that, if selected, my project will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the project. No grant funds may be used for alcohol, drugs, or any behavior or activity which is contrary to local ordinances, state statutes, or federal law.		I agree	
Submission Date		10/30/2024	
Signature Data	First Name: Barbara Last Name: Hall Email Address: grants@shpbeds.org		
			
		Signed at: October 30, 2024 4:07pm America/Chicago	
User's Session Information		IP Address: 72.179.163.219 Referrer URL:	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: B. De Pere VFW Post 2113 - Beautification of Master Veteran grave monuments

ATTACHMENTS:

- VFW Post 2113 (PDF)



Community Service Grant Application De Pere, WI

1.a

Submitted On:

Nov 22, 2024, 09:32AM CST

Are you applying as an individual or as a group?	Group
Applicant Name	Randy Hansen
Group Name	De Pere VFW Post 2113
Phone Number	920-639-6996
Email	rdhansen@mindspring.com
Full Address	Street Address: PO Box 5604 VFW Post 2113 City: De Pere State: W Zip: 54115-5604
Project Title	Beautification of Master Veteran Grave monuments at De Pere area public cemeteries
Project Location	Five (5) De Pere area cemeteries
Project Description: Provide a brief outline of your project, describing your goals/objectives and your timeline for completion.	Each of the five (5) De Pere area cemetery has a central grave site honoring all De Pere Veterans who are buried in those cemeteries; plus both the De Pere Legion Park and the De Pere VFW Park have sites / monuments honoring all City of De Pere Veterans. The project involves members of the De Pere VFW Post 2113 and the Auxiliary of VFW Post 2113 purchasing flowers from a De Pere nursery (Willems) to plant at each of the above mentioned five (5) sites. The flowers would be purchased during the 1st week in May 2025 (weather permitting) and planted no later than the 2nd week in May 2025 (weather permitting) in time for Memorial Day activities (May 26, 2025) at each location. The project also includes placing 6" x 9" US stick flags at every individual veterans grave within each cemetery. This is accomplished by VFW Post 2113 and Auxiliary members with the assistance of local Boy, Girl and Cub scouts. This equates to placing approximately 1,500 such flags the week prior to Memorial Day weekend.
Measurable Objectives: How will your goals and objectives be achieved? What benefits will citizens of the City of De Pere gain from this project?	The goals and objectives will be achieved as the planted flowers will honor all veterans at each location, with every citizen of De Pere who drives, walks or goes past each site recognizing through increased awareness of those sites that the Veterans of De Pere are truly honored and supported for their sacrifices to their country, their community and their families.
Itemization of Anticipated Expenses: Provide cost estimates associated with the project (award amount not to	We estimate the total cost of this Veterans beautification project will be: 1st - \$95 worth of flowers at each location x the five (5) mentioned locations = \$475.00 total cost.

In May 2024 Post 2113 purchased the flowers from Willems at a total cost of \$475.00

In May 2023 Post 2113 purchased the flowers from Willems at a total cost of \$460.00. Note this cost was covered by a City of De Pere grant that was approved by the Common Council in January 2023.

2nd - of the approximately 1,500 US stick flags that are used about 100 are damaged each year and must be replaced. The current cost of these 6" x 9" US stick flags is \$1,25 each, or \$125.00 would be the replacement cost of these flags.

Mt Olivet Cemetery.jpg

I agree

11/22/2024

First Name: Randy
Last Name: Hansen
Email Address: rdhansen@mindspring.com

Pandy Hansen

Signed at: November 22, 2024 9:31am America/Chicago

IP Address: 67.44.160.114
Referrer URL:



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to delay the reconstruction of Merrill Street to 2026.

The Board of Public Works at the December 9, 2024 meeting approved delaying the reconstruction of Merrill Street to 2026 and moved to send it to Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2024 1209 CI_BOPW_Merrill Delay (PDF)
- 2025 Engineering - Street Management-Merrill Street Reconstruction (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: December 9, 2024

RE: **Consideration and possible action to delay the reconstruction of Merrill Street to 2026***

Staff has been notified that the Unified School District of De Pere (USDDP) is completing a traffic impact analysis (TIA) on Merrill and Chicago Streets to evaluate potential improvements required for a new high school and to improve the traffic flow for existing schools in the area. Potential recommendations from this TIA could impact reconstruction on Merrill Street.

Background

Merrill Street, from Broadway Street to Erie Street, is included in the 2025 capital improvement program (CIP). During the last street rating, this area of Merrill Street was rated as a 3, 4, or 5. The CIP sheet has been included. Merrill Street is being designed to improve the pavement quality and improve pedestrian curb ramps. The street is being designed to accommodate the existing traffic.

Discussion

The USDDP is planning long term improvements including a potential new high school near the current high school and other operational/grade changes at existing buildings. USDDP will be hiring a traffic engineer to complete a TIA around the existing schools and on the Merrill Street and Chicago Street corridors due to the improvements. The TIA will evaluate modifications to these areas that will accommodate the increased traffic and improve current deficiencies around the schools. USDDP is requesting that the traffic engineer evaluate converting Merrill Street and Chicago Street to one-way pairs (similar to Main Avenue and Reid Street). The TIA will also evaluate pedestrian facilities, improvements at the schools (including connectivity between City streets between Merrill Street and Chicago Street near the current high school) and intersection modifications.

The TIA will be similar to the study completed for the West De Pere School District several years ago. This study included an evaluation of streets near the schools and recommended improvements at the schools. City staff evaluated the TIA and presented recommended improvements to the BOPW for approval. Improvements that were approved by the City were completed by the City and funded by the District.

Recommendation

Staff recommends delaying the Merrill Street reconstruction until 2026 and after the TIA is completed.

Attachments:

2025 Engineering – Street Management – Merrill Street Reconstruction

**CITY OF DE PERE SEVEN YEAR CAPITAL IMPROVEMENTS PLAN
2025 - 2031**

CAPITAL PROJECTS WORKSHEET

PROPOSED BY: DEPARTMENT OF PUBLIC WORKS

DATE PREPARED: JULY 29, 2024

DESCRIPTION OF PROJECT

Street Management – Merrill Street Reconstruction – This work involves reconstruction on several streets on the northeast side of De Pere as listed below.

<u>Location</u>	<u>From</u>	<u>To</u>	<u>Length</u>	<u>Last Overlay</u>	<u>Rating</u>
Merrill Street	Broadway Street	Erie Street	1770	2005	3, 4, 5

NEW: or REPLACEMENT: X

PROJECTED COST: \$535,000

PROPOSED METHOD OF FINANCING

\$

%

GENERAL FUND

CAPITAL IMPROVEMENTS FUND

GENERAL OBLIGATION DEBT

\$535,000

SPECIAL ASSESSMENT

GRANTS

OTHER

ADDITIONAL ANNUAL OPERATING AND MAINTENANCE COSTS (Identify)

PROJECT JUSTIFICATION

Merrill Street has been planned for reconstruction due to the large cross slopes, deteriorated curb and asphaltic concrete pavement. Several of the segments are now rated 3. Additionally, the amount of annual patching due to potholes continues to increase. Water services and sanitary laterals will be replaced as part of the project. Storm sewer and/or laterals will be constructed as part of the project to collect sump pump and storm water runoff.

PROJECT RANKINGS

CITY COUNCIL

STAFF RECOMMENDATION

Goal No.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from Finance/Personnel Committee to Approve
City Manager Job Description.

ATTACHMENTS:

- City Manager job description approval (PDF)
- City Manager - November 2024 (003) (DOCX)

CITY OF DE PERE MEMO



To: Finance and Personnel Committee
From: Shannon Metzler, Human Resources Director
Date: December 10, 2024

RE: **Recommendation and Possible Action to Approve Job Description Changes to City Manager**

Note: At the December 10, 2024, Finance/Personnel Committee the below recommendation was approved unanimously.

Please see attached modified job description for your approval for the new City Manager role.

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



CITY OF DE PERE, WI

POSITION DESCRIPTION

Job Title: City Manager	Department/Division: Administration
Reports to: Common Council, Mayor	Supervises: Department Heads, Communications & Marketing Manager
FLSA Classification: Exempt	Employee Group: Non-Represented
Minimum Education: Master's degree from an accredited college or university in Public Administration.	
Minimum Experience: Ten or more years of progressively responsible experience in administration of city government including experience in personnel administration and labor relations. A combination of education and experience may be considered.	
Minimum Certifications: ICMA Credentialed Manager status preferred.	
Other Requirements: Valid unencumbered Wisconsin driver's license and safe driving record.	

JOB SUMMARY:

Under broad policy direction from the Common Council, the City Manager serves as chief executive officer for the City; provides leadership with the development and execution of the City's strategic vision; provides highly responsible and complex policy support to the Council; directs the work of executive level managers and reviews overall operational performance; and exercises budgetary and contractual control over revenue and expense for the City.

ESSENTIAL FUNCTIONS:

The following duties are essential for this position. However, they are not to be construed as exclusive or all-inclusive. To be successful in this position, an individual must be able to perform each duty satisfactorily. Other duties may also be required or assigned.

- Direct and coordinate administration of all City government activities; manage operation and general office of City Hall.
- Manage the financial affairs of the City. Prepare financial analyses of operations. Recommend major economic objectives and policies.
- Direct preparation of reports outlining City's financial position in areas of revenue of expenses. Direct audits of City's accounts and preparation of comprehensive annual financial report.
- In cooperation with the Finance Director, financial consultant and bond counsel, prepares for issuance and sale of general obligation and revenue bonds as directed by the City Council.
- Perform duties of Purchasing Agent, managing the supervision of all purchases of materials, supplies, equipment, and services for all departments.
- Ensure enforcement of State laws, local ordinances, and other regulations pertaining to municipal operations.
- In conjunction with City Council, develop, monitor, and communicate the implementation phases of the City's strategic plans to ensure that long range goals and objectives are met.

- Provide recommendations for the development of policy by the City Council.
- Advise the City Council on major policy issues, reports on financial status and general operating conditions, and recommends legislation and policies required in the public interest.
- Ensure efficient and effective implementation of policy.
- Appoint department heads and participate in the interview and selection process of other new employees as needed. Provide training and instructions. Assign and review work and prepare performance check-ins.
- Delegate responsibility to senior staff and monitor their performance. Address day-to-day issues and questions; initiate employee recognition, promotion, disciplinary action, and discharge processes as necessary and appropriate.
- Provide leadership and management to all assigned staff. Supervise the work of and monitor and evaluate on-going performance of staff members; assess and make recommendations of training needs.
- Approve per City policy, salaries, wages, and working conditions for non-represented employees. Assist departments in labor relation matters regarding discipline, terminations, grievances, and complaints.
- Remove any officer or employee, if necessary, in accordance with the City Code and Policy.
- Direct the executive management team and align program and practices with the strategic plan, mission, vision, and goals.
- Establish general direction and primary goals for operating departments and cause the development of related work plans, operating budgets and capital improvement plans; manage the preparation of the annual budget for submission to the Finance and Personnel Committee and City Council and report to the Mayor and City Council regarding the current status of the budget.
- Investigate and advise the Mayor and Common Council of the availability of local, State, and Federal funds and assist department heads on the procurement of such funds.
- Respond to Council inquiries regarding matters related to the City and ensure that Council directives are carried out.
- Conduct research and procedural/administrative studies and prepare reports of proposed solutions or recommended courses of action.
- Interact frequently with elected officials, staff, citizens, and others to interpret and implement policy directives.
- Respond to citizen inquiries and requests for service.
- Represent the City in discussions and negotiations with other governmental entities.
- Meet with business and industrial representatives regarding development in the City. Direct and participate with the Development Services Director in negotiations involving economic development.
- Promote and create opportunities for economic development.
- Communicate with and respond to the media.
- Perform special assignments as requested, to include researching and preparing reports and projects, developing and implementing programs, and presenting technical data to elected officials and other interested parties.
- Represent the City at various functions such as marketing speeches at civic and business associations, meeting with influential persons within the community, developers, officials, citizens, and representative of the press, to establish goodwill and resolve/respond to issues.
- Perform other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Local government management and business theory, practice and administration in order to oversee the planning and implementation of all City functions; to prepare reports/analyses, policies and budgets.
- Theories, principles, and practices of public administration.

- State and local government legislative procedures.
- Theory, principles and practices of economic, community development, finance, marketing and general business administration.
- Basic principles and practices of planning, basic design and construction standards and methods, codes, ordinances, regulations and standards governing City projects.
- Community dynamics including intergovernmental relations, civic organizations, and special interest groups.
- Principles and practices of modern management, public administration, municipal finance and budgeting, accounting, public policy development, and community/public relations.
- The City, Department, and Division's operating requirements, policies, procedures, and practices; and local, state, and federal regulations related to department programs and operations.
- Principles, procedures, and techniques of labor contracts and negotiations.
- Principles and practices of effective, respectful employee supervision.
- Principles and practices of fiscal and project management and techniques utilizing strategic short to long-range planning principles.
- Standard office practices and procedures including business language, business document format, spelling, grammar, punctuation, vocabulary, filing and math.
- Computer software including word processing, spreadsheet, database applications, and specialized software consistent for this position.

Skill in:

- Organization and time management to complete tasks, meet deadlines, and improve overall department/office efficiency.
- Researching and understanding complex written materials; maintaining accurate internal records.
- Operation of office equipment to effectively perform the duties and responsibilities of the position.
- Developing, interpreting and implementing regulations, policies, procedures, written instructions, general correspondence, and other department-specific documents.
- Applying problem solving, logic and reasoning to determine solutions, conclusions or approaches to problems.

Ability to:

- Interpret and implement local policies and procedures; written instructions, general correspondence; Federal, State, and local regulations.
- Instruct, train, and mentor in methods and procedures related to the organization.
- Oversee the work of staff including coordinating, assigning, monitoring, and evaluating work; hiring, training, counseling, and disciplining staff; managing time-off and maintaining personnel records.
- Prioritize and plan for efficient use of resources, and monitors progress against objectives.
- Analyze and prepare budgets, schedules, reports, policy and procedures, and business correspondence.
- Convey complex information clearly. Anticipate the information others will need.
- Influence the behavior of others through persuasion and encouragement. Manage conflict or other sensitive issues tactfully and effectively.
- Organize, schedule, prioritize and perform duties with limited supervision.
- Observe, follow instructions, and complete assignments accurately and within deadlines.
- Communicate effectively both orally and in writing with business representatives, elected officials, department heads, the public, and other City employees with courtesy and tact.
- Develop and maintain effective working relationships with staff and the public.
- Maintain confidentiality and discretion regarding information read or heard.
- Utilize a computer and required software.
- Work the required hours of the position and respond after hours as needed.

PHYSICAL AND WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential duties and responsibilities of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work is performed in a typical indoor office setting sitting at a desk in front of a computer.
- This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, frequently requires standing, speaking or hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires walking, stooping, kneeling, crouching or crawling and reaching with hands and arms.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.
- Acceptable verbal and conversation skills to effectively communicate with others in English.
- Ability to read and write English and interpret documents.
- Acceptable verbal and conversation skills to effectively communicate with others via the phone, at meetings and to greet and assist visitors.
- Frequent use of phone handset and repetitive use of hand & fingers to operate office equipment, use computer keyboard & computer mouse and to perform other office tasks.
- May require interactions with persons who are hostile or aggressive, posing threatening conditions.

All of the above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. Nothing in this position description limits management's right to assign or reassign duties and responsibilities to this job at any time. This position description does not constitute an employment agreement between the Employer and Employee and is subject to changes as the needs of the Employer and requirements of the position change. I have read the above position description and understand the duties and responsibilities of the position.

Employee Name (Please Print)

Date

Employee Signature

The City is an Equal Opportunity Employer. In compliance with state and federal law, the City will provide reasonable accommodations to individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Employees needing reasonable accommodation should discuss the request with the employee's supervisor or Human Resources.

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

MEETING DATE: December 17, 2024

DEPARTMENT: Economic Development

FROM: Quasan Shaw

SUBJECT: Recommendation from Finance and Personnel Committee to approve Amendments to the "Deeper Roots - Housing Stock Improvement Program."

On Tuesday, December 10, 2024 Finance and Personnel unanimously recommended approval of the amendments by a vote of 5-0.

ATTACHMENTS:

- Housing Program Memo - 12062024 (DOCX)
- Example Housing Loan Amortization (PDF)
- New De Pere Housing Improvement Program Information 2024 DRAFT (PDF)

CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee

From: Quasan Shaw, Community and Economic Development Specialist

Date: December 10, 2024

RE: **Consideration and Possible Action regarding changes to the "Deeper Roots - Housing Stock Improvement Program"***

The City created the Deeper Roots- Housing Stock Improvement Program in 2023 to assist with home rehabilitation for those who qualify under the affordable housing program. The Development Services Department has marketed the program extensively this past year and has only received four applications and awarded two loans for approximately \$24,000 in program funds to two property owners.

After speaking with municipalities similar in size and character to De Pere, we are proposing the following changes to the Deeper Roots- Housing Stock Improvement Loan Program:

- (1) Change the program name to Home Improvement Loan,
- (2) Increase the maximum loan amount to \$50,000 from \$20,000 for homes that meet the eligibility requirements,
- (3) Remove the matching fund requirement of \$20,000 for the homeowner to receive loan,
- (4) Increase interest rate to 1.5 percentage points below the 10-year treasury note rate and amortize for up to 15-year term,
- (5) Increase the income limit to 120% of the County Median Income for a greater pool of applicants to use program, and
- (6) Allow for the applicant to use up to 30% of funds for interior remodeling projects as part of loan.

Program applicants shall continue to be reviewed by the RDA recommended to the Common Council for approval, similar to Façade Grants.



Home Improvement Loan

Program Overview:

The Home Improvement Loan is intended to modernize and improve the housing stock in De Pere while maintaining affordability for homeowners and buyers. The maximum amount of any loan award will be \$50,000. Loans will consist of an interest rate of 1.5 percentage points below the 10-year treasury rate for up to 15-year loan term and act as a second mortgage with no principal or payments due for 6 months following the award of the loan, at which the monthly loan amortization payment would initiate until the close of the loan or at sale (or refinancing) of the home, or when homeowner ceases to occupy home as primary residence, whichever comes sooner. At the end of the loan term, the loan amount must be repaid in full.

\$500,000 for initial funding of the program; however, the funding should be reviewed and adjusted annually based on utilization or availability of other federal or state funds.

Funding Source:

Housing Affordability Funds ARPA (approved).

General Program Requirements:

Funds may be used to add or remodel living space, make upgrades to home systems including electrical, plumbing, mechanical, or other systems or functionally outdated features, to bring them into compliance with current standards and codes, or to modernize them to current quality, efficiency, and performance levels. Replacement or maintenance of home components that are expected to be replaced periodically such as water heaters, appliances, and fixtures will not be funded. The maximum amount of any loan award will be \$50,000, a maximum of 30% of which can be used for interior improvements.

Eligibility Requirements: Owner-Occupied Single-Family Home:

The funding applicant must occupy homes as the owner for the entirety of the loan. The program is limited to those making 120% or less than the area county median income reported by the US Department of Housing and Urban Development (HUD). The household's housing costs may not exceed 30% of household income and the total loan-to-value for all mortgages shall be less than 90%.

Estimated Maximum Family Income Limits at Percent (%) of HUD Estimated 2024 County Median Income

% of AMI	COUNTY	FAMILY SIZE								
		ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
20%	Brown	\$ 13,720	\$ 15,680	\$ 17,640	\$ 19,600	\$ 21,180	\$ 22,740	\$ 24,320	\$ 25,880	\$ 27,440
30%	Brown	\$ 20,580	\$ 23,520	\$ 26,460	\$ 29,400	\$ 31,770	\$ 34,110	\$ 36,480	\$ 38,820	\$ 41,160
40%	Brown	\$ 27,440	\$ 31,360	\$ 35,280	\$ 39,200	\$ 42,360	\$ 45,480	\$ 48,640	\$ 51,760	\$ 54,880
50%	Brown	\$ 34,300	\$ 39,200	\$ 44,100	\$ 49,000	\$ 52,950	\$ 56,850	\$ 60,800	\$ 64,700	\$ 68,600
60%	Brown	\$ 41,160	\$ 47,040	\$ 52,920	\$ 58,800	\$ 63,540	\$ 68,220	\$ 72,960	\$ 77,640	\$ 82,320
70%	Brown	\$ 48,020	\$ 54,880	\$ 61,740	\$ 68,600	\$ 74,130	\$ 79,590	\$ 85,120	\$ 90,580	\$ 96,040
80%	Brown	\$ 54,880	\$ 62,720	\$ 70,560	\$ 78,400	\$ 84,720	\$ 90,960	\$ 97,280	\$ 103,520	\$ 109,760
90%	Brown	\$ 61,740	\$ 70,560	\$ 79,380	\$ 88,200	\$ 95,310	\$ 102,330	\$ 109,440	\$ 116,460	\$ 123,480
100%	Brown	\$ 68,600	\$ 78,400	\$ 88,200	\$ 98,000	\$ 105,900	\$ 113,700	\$ 121,600	\$ 129,400	\$ 137,200
110%	Brown	\$ 75,460	\$ 86,240	\$ 97,020	\$ 107,800	\$ 116,490	\$ 125,070	\$ 133,760	\$ 142,340	\$ 150,920
120%	Brown	\$ 82,320	\$ 94,080	\$ 105,840	\$ 117,600	\$ 127,080	\$ 136,440	\$ 145,920	\$ 155,280	\$ 164,640

Properties must be located within the City of De Pere, with preference given to homes constructed prior to 1980. Homes eligible for improvements under this program include owner-occupied homes in the City of De Pere whose most recent assessed value is at or below 100% of the median assessed value of single-family residential property in the City. Furthermore, eligible homes include those in the City of De Pere being purchased whose sale price is valued at or below 100% of the median assessed value of residential property in De Pere. For example, on the 2018-2022 ACS, the median assessed value of residential property was \$332,979. Staff will annually update the threshold as further refined data becomes available from the City Assessor.

Full Program details are attached to this memo



De Pere Home Improvement Loan Loan Amortization Schedule

ENTER VALUES

LOAN SUMMARY

Loan amount	\$50,000.00	Scheduled payment	\$337.60
Interest rate	2.68%	Scheduled number of payments	180
Loan term in years	15	Actual number of payments	181
Payments made per year	12	Years saved off original loan term	-0.08
Loan repayment start date	1/1/2025	Total early payments	\$0.00
		Total interest	\$10,752.34
Optional extra payments	\$0.00	LENDER NAME	City of De Pere

Current 10 Year Treasury Note
12/4/2024
4.18%

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	1/1/2025	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00
2	2/1/2025	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00
3	3/1/2025	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00
4	4/1/2025	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00
5	5/1/2025	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00
6	6/1/2025	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00
7	7/1/2025	\$50,000.00	\$337.60	\$337.60	\$226.02	\$111.58	\$49,773.98	\$111.58
8	8/1/2025	\$49,773.98	\$337.60	\$337.60	\$226.52	\$111.08	\$49,547.46	\$222.66
9	9/1/2025	\$49,547.46	\$337.60	\$337.60	\$227.03	\$110.57	\$49,320.43	\$333.24
10	10/1/2025	\$49,320.43	\$337.60	\$337.60	\$227.53	\$110.07	\$49,092.90	\$443.30
11	11/1/2025	\$49,092.90	\$337.60	\$337.60	\$228.04	\$109.56	\$48,864.86	\$552.86
12	12/1/2025	\$48,864.86	\$337.60	\$337.60	\$228.55	\$109.05	\$48,636.31	\$661.91
13	1/1/2026	\$48,636.31	\$337.60	\$337.60	\$229.06	\$108.54	\$48,407.25	\$770.45
14	2/1/2026	\$48,407.25	\$337.60	\$337.60	\$229.57	\$108.03	\$48,177.68	\$878.48
15	3/1/2026	\$48,177.68	\$337.60	\$337.60	\$230.08	\$107.52	\$47,947.59	\$986.00
16	4/1/2026	\$47,947.59	\$337.60	\$337.60	\$230.60	\$107.00	\$47,717.00	\$1,093.00
17	5/1/2026	\$47,717.00	\$337.60	\$337.60	\$231.11	\$106.49	\$47,485.88	\$1,199.49
18	6/1/2026	\$47,485.88	\$337.60	\$337.60	\$231.63	\$105.97	\$47,254.26	\$1,305.46
19	7/1/2026	\$47,254.26	\$337.60	\$337.60	\$232.14	\$105.46	\$47,022.11	\$1,410.92
20	8/1/2026	\$47,022.11	\$337.60	\$337.60	\$232.66	\$104.94	\$46,789.45	\$1,515.85
21	9/1/2026	\$46,789.45	\$337.60	\$337.60	\$233.18	\$104.42	\$46,556.27	\$1,620.27
22	10/1/2026	\$46,556.27	\$337.60	\$337.60	\$233.70	\$103.90	\$46,322.56	\$1,724.17
23	11/1/2026	\$46,322.56	\$337.60	\$337.60	\$234.22	\$103.38	\$46,088.34	\$1,827.55
24	12/1/2026	\$46,088.34	\$337.60	\$337.60	\$234.75	\$102.85	\$45,853.59	\$1,930.40
25	1/1/2027	\$45,853.59	\$337.60	\$337.60	\$235.27	\$102.33	\$45,618.32	\$2,032.73
26	2/1/2027	\$45,618.32	\$337.60	\$337.60	\$235.80	\$101.80	\$45,382.53	\$2,134.54
27	3/1/2027	\$45,382.53	\$337.60	\$337.60	\$236.32	\$101.28	\$45,146.21	\$2,235.81
28	4/1/2027	\$45,146.21	\$337.60	\$337.60	\$236.85	\$100.75	\$44,909.36	\$2,336.57
29	5/1/2027	\$44,909.36	\$337.60	\$337.60	\$237.38	\$100.22	\$44,671.98	\$2,436.79
30	6/1/2027	\$44,671.98	\$337.60	\$337.60	\$237.91	\$99.69	\$44,434.07	\$2,536.48

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
31	7/1/2027	\$44,434.07	\$337.60	\$337.60	\$238.44	\$99.16	\$44,195.63	\$2,635.64
32	8/1/2027	\$44,195.63	\$337.60	\$337.60	\$238.97	\$98.63	\$43,956.66	\$2,734.27
33	9/1/2027	\$43,956.66	\$337.60	\$337.60	\$239.50	\$98.10	\$43,717.16	\$2,832.37
34	10/1/2027	\$43,717.16	\$337.60	\$337.60	\$240.04	\$97.56	\$43,477.12	\$2,929.93
35	11/1/2027	\$43,477.12	\$337.60	\$337.60	\$240.57	\$97.03	\$43,236.55	\$3,026.96
36	12/1/2027	\$43,236.55	\$337.60	\$337.60	\$241.11	\$96.49	\$42,995.44	\$3,123.45
37	1/1/2028	\$42,995.44	\$337.60	\$337.60	\$241.65	\$95.95	\$42,753.79	\$3,219.40
38	2/1/2028	\$42,753.79	\$337.60	\$337.60	\$242.19	\$95.41	\$42,511.60	\$3,314.81
39	3/1/2028	\$42,511.60	\$337.60	\$337.60	\$242.73	\$94.87	\$42,268.87	\$3,409.68
40	4/1/2028	\$42,268.87	\$337.60	\$337.60	\$243.27	\$94.33	\$42,025.60	\$3,504.01
41	5/1/2028	\$42,025.60	\$337.60	\$337.60	\$243.81	\$93.79	\$41,781.79	\$3,597.80
42	6/1/2028	\$41,781.79	\$337.60	\$337.60	\$244.36	\$93.24	\$41,537.43	\$3,691.04
43	7/1/2028	\$41,537.43	\$337.60	\$337.60	\$244.90	\$92.70	\$41,292.53	\$3,783.74
44	8/1/2028	\$41,292.53	\$337.60	\$337.60	\$245.45	\$92.15	\$41,047.08	\$3,875.89
45	9/1/2028	\$41,047.08	\$337.60	\$337.60	\$246.00	\$91.60	\$40,801.08	\$3,967.50
46	10/1/2028	\$40,801.08	\$337.60	\$337.60	\$246.55	\$91.05	\$40,554.53	\$4,058.55
47	11/1/2028	\$40,554.53	\$337.60	\$337.60	\$247.10	\$90.50	\$40,307.44	\$4,149.05
48	12/1/2028	\$40,307.44	\$337.60	\$337.60	\$247.65	\$89.95	\$40,059.79	\$4,239.01
49	1/1/2029	\$40,059.79	\$337.60	\$337.60	\$248.20	\$89.40	\$39,811.59	\$4,328.41
50	2/1/2029	\$39,811.59	\$337.60	\$337.60	\$248.75	\$88.85	\$39,562.84	\$4,417.25
51	3/1/2029	\$39,562.84	\$337.60	\$337.60	\$249.31	\$88.29	\$39,313.53	\$4,505.55
52	4/1/2029	\$39,313.53	\$337.60	\$337.60	\$249.87	\$87.73	\$39,063.66	\$4,593.28
53	5/1/2029	\$39,063.66	\$337.60	\$337.60	\$250.42	\$87.18	\$38,813.24	\$4,680.46
54	6/1/2029	\$38,813.24	\$337.60	\$337.60	\$250.98	\$86.62	\$38,562.26	\$4,767.08
55	7/1/2029	\$38,562.26	\$337.60	\$337.60	\$251.54	\$86.06	\$38,310.71	\$4,853.13
56	8/1/2029	\$38,310.71	\$337.60	\$337.60	\$252.10	\$85.50	\$38,058.61	\$4,938.63
57	9/1/2029	\$38,058.61	\$337.60	\$337.60	\$252.67	\$84.93	\$37,805.94	\$5,023.56
58	10/1/2029	\$37,805.94	\$337.60	\$337.60	\$253.23	\$84.37	\$37,552.71	\$5,107.93
59	11/1/2029	\$37,552.71	\$337.60	\$337.60	\$253.80	\$83.81	\$37,298.92	\$5,191.74
60	12/1/2029	\$37,298.92	\$337.60	\$337.60	\$254.36	\$83.24	\$37,044.56	\$5,274.98
61	1/1/2030	\$37,044.56	\$337.60	\$337.60	\$254.93	\$82.67	\$36,789.63	\$5,357.65
62	2/1/2030	\$36,789.63	\$337.60	\$337.60	\$255.50	\$82.10	\$36,534.13	\$5,439.75
63	3/1/2030	\$36,534.13	\$337.60	\$337.60	\$256.07	\$81.53	\$36,278.06	\$5,521.28
64	4/1/2030	\$36,278.06	\$337.60	\$337.60	\$256.64	\$80.96	\$36,021.42	\$5,602.24
65	5/1/2030	\$36,021.42	\$337.60	\$337.60	\$257.21	\$80.39	\$35,764.21	\$5,682.63
66	6/1/2030	\$35,764.21	\$337.60	\$337.60	\$257.79	\$79.81	\$35,506.42	\$5,762.45
67	7/1/2030	\$35,506.42	\$337.60	\$337.60	\$258.36	\$79.24	\$35,248.06	\$5,841.68
68	8/1/2030	\$35,248.06	\$337.60	\$337.60	\$258.94	\$78.66	\$34,989.12	\$5,920.35
69	9/1/2030	\$34,989.12	\$337.60	\$337.60	\$259.52	\$78.08	\$34,729.60	\$5,998.43
70	10/1/2030	\$34,729.60	\$337.60	\$337.60	\$260.10	\$77.50	\$34,469.51	\$6,075.94
71	11/1/2030	\$34,469.51	\$337.60	\$337.60	\$260.68	\$76.92	\$34,208.83	\$6,152.86
72	12/1/2030	\$34,208.83	\$337.60	\$337.60	\$261.26	\$76.34	\$33,947.58	\$6,229.20
73	1/1/2031	\$33,947.58	\$337.60	\$337.60	\$261.84	\$75.76	\$33,685.74	\$6,304.96
74	2/1/2031	\$33,685.74	\$337.60	\$337.60	\$262.43	\$75.18	\$33,423.31	\$6,380.14

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
75	3/1/2031	\$33,423.31	\$337.60	\$337.60	\$263.01	\$74.59	\$33,160.30	\$6,454.73
76	4/1/2031	\$33,160.30	\$337.60	\$337.60	\$263.60	\$74.00	\$32,896.70	\$6,528.73
77	5/1/2031	\$32,896.70	\$337.60	\$337.60	\$264.19	\$73.41	\$32,632.52	\$6,602.14
78	6/1/2031	\$32,632.52	\$337.60	\$337.60	\$264.78	\$72.82	\$32,367.74	\$6,674.97
79	7/1/2031	\$32,367.74	\$337.60	\$337.60	\$265.37	\$72.23	\$32,102.37	\$6,747.20
80	8/1/2031	\$32,102.37	\$337.60	\$337.60	\$265.96	\$71.64	\$31,836.42	\$6,818.84
81	9/1/2031	\$31,836.42	\$337.60	\$337.60	\$266.55	\$71.05	\$31,569.86	\$6,889.89
82	10/1/2031	\$31,569.86	\$337.60	\$337.60	\$267.15	\$70.45	\$31,302.72	\$6,960.35
83	11/1/2031	\$31,302.72	\$337.60	\$337.60	\$267.74	\$69.86	\$31,034.97	\$7,030.20
84	12/1/2031	\$31,034.97	\$337.60	\$337.60	\$268.34	\$69.26	\$30,766.63	\$7,099.46
85	1/1/2032	\$30,766.63	\$337.60	\$337.60	\$268.94	\$68.66	\$30,497.69	\$7,168.12
86	2/1/2032	\$30,497.69	\$337.60	\$337.60	\$269.54	\$68.06	\$30,228.15	\$7,236.18
87	3/1/2032	\$30,228.15	\$337.60	\$337.60	\$270.14	\$67.46	\$29,958.01	\$7,303.64
88	4/1/2032	\$29,958.01	\$337.60	\$337.60	\$270.74	\$66.86	\$29,687.27	\$7,370.50
89	5/1/2032	\$29,687.27	\$337.60	\$337.60	\$271.35	\$66.25	\$29,415.92	\$7,436.75
90	6/1/2032	\$29,415.92	\$337.60	\$337.60	\$271.95	\$65.65	\$29,143.97	\$7,502.40
91	7/1/2032	\$29,143.97	\$337.60	\$337.60	\$272.56	\$65.04	\$28,871.40	\$7,567.44
92	8/1/2032	\$28,871.40	\$337.60	\$337.60	\$273.17	\$64.43	\$28,598.24	\$7,631.87
93	9/1/2032	\$28,598.24	\$337.60	\$337.60	\$273.78	\$63.82	\$28,324.46	\$7,695.69
94	10/1/2032	\$28,324.46	\$337.60	\$337.60	\$274.39	\$63.21	\$28,050.07	\$7,758.90
95	11/1/2032	\$28,050.07	\$337.60	\$337.60	\$275.00	\$62.60	\$27,775.07	\$7,821.50
96	12/1/2032	\$27,775.07	\$337.60	\$337.60	\$275.62	\$61.98	\$27,499.45	\$7,883.49
97	1/1/2033	\$27,499.45	\$337.60	\$337.60	\$276.23	\$61.37	\$27,223.22	\$7,944.86
98	2/1/2033	\$27,223.22	\$337.60	\$337.60	\$276.85	\$60.75	\$26,946.37	\$8,005.61
99	3/1/2033	\$26,946.37	\$337.60	\$337.60	\$277.47	\$60.14	\$26,668.91	\$8,065.74
100	4/1/2033	\$26,668.91	\$337.60	\$337.60	\$278.08	\$59.52	\$26,390.82	\$8,125.26
101	5/1/2033	\$26,390.82	\$337.60	\$337.60	\$278.70	\$58.90	\$26,112.12	\$8,184.16
102	6/1/2033	\$26,112.12	\$337.60	\$337.60	\$279.33	\$58.27	\$25,832.79	\$8,242.43
103	7/1/2033	\$25,832.79	\$337.60	\$337.60	\$279.95	\$57.65	\$25,552.84	\$8,300.08
104	8/1/2033	\$25,552.84	\$337.60	\$337.60	\$280.57	\$57.03	\$25,272.27	\$8,357.10
105	9/1/2033	\$25,272.27	\$337.60	\$337.60	\$281.20	\$56.40	\$24,991.06	\$8,413.50
106	10/1/2033	\$24,991.06	\$337.60	\$337.60	\$281.83	\$55.77	\$24,709.24	\$8,469.28
107	11/1/2033	\$24,709.24	\$337.60	\$337.60	\$282.46	\$55.14	\$24,426.78	\$8,524.42
108	12/1/2033	\$24,426.78	\$337.60	\$337.60	\$283.09	\$54.51	\$24,143.69	\$8,578.93
109	1/1/2034	\$24,143.69	\$337.60	\$337.60	\$283.72	\$53.88	\$23,859.97	\$8,632.81
110	2/1/2034	\$23,859.97	\$337.60	\$337.60	\$284.35	\$53.25	\$23,575.62	\$8,686.06
111	3/1/2034	\$23,575.62	\$337.60	\$337.60	\$284.99	\$52.61	\$23,290.63	\$8,738.67
112	4/1/2034	\$23,290.63	\$337.60	\$337.60	\$285.62	\$51.98	\$23,005.01	\$8,790.65
113	5/1/2034	\$23,005.01	\$337.60	\$337.60	\$286.26	\$51.34	\$22,718.75	\$8,841.99
114	6/1/2034	\$22,718.75	\$337.60	\$337.60	\$286.90	\$50.70	\$22,431.85	\$8,892.69
115	7/1/2034	\$22,431.85	\$337.60	\$337.60	\$287.54	\$50.06	\$22,144.31	\$8,942.75
116	8/1/2034	\$22,144.31	\$337.60	\$337.60	\$288.18	\$49.42	\$21,856.12	\$8,992.17
117	9/1/2034	\$21,856.12	\$337.60	\$337.60	\$288.82	\$48.78	\$21,567.30	\$9,040.94
118	10/1/2034	\$21,567.30	\$337.60	\$337.60	\$289.47	\$48.13	\$21,277.83	\$9,089.07

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
119	11/1/2034	\$21,277.83	\$337.60	\$337.60	\$290.12	\$47.49	\$20,987.71	\$9,136.56
120	12/1/2034	\$20,987.71	\$337.60	\$337.60	\$290.76	\$46.84	\$20,696.95	\$9,183.40
121	1/1/2035	\$20,696.95	\$337.60	\$337.60	\$291.41	\$46.19	\$20,405.54	\$9,229.59
122	2/1/2035	\$20,405.54	\$337.60	\$337.60	\$292.06	\$45.54	\$20,113.48	\$9,275.12
123	3/1/2035	\$20,113.48	\$337.60	\$337.60	\$292.71	\$44.89	\$19,820.76	\$9,320.01
124	4/1/2035	\$19,820.76	\$337.60	\$337.60	\$293.37	\$44.23	\$19,527.40	\$9,364.24
125	5/1/2035	\$19,527.40	\$337.60	\$337.60	\$294.02	\$43.58	\$19,233.38	\$9,407.82
126	6/1/2035	\$19,233.38	\$337.60	\$337.60	\$294.68	\$42.92	\$18,938.70	\$9,450.75
127	7/1/2035	\$18,938.70	\$337.60	\$337.60	\$295.34	\$42.26	\$18,643.36	\$9,493.01
128	8/1/2035	\$18,643.36	\$337.60	\$337.60	\$295.99	\$41.61	\$18,347.37	\$9,534.62
129	9/1/2035	\$18,347.37	\$337.60	\$337.60	\$296.66	\$40.95	\$18,050.71	\$9,575.56
130	10/1/2035	\$18,050.71	\$337.60	\$337.60	\$297.32	\$40.28	\$17,753.39	\$9,615.84
131	11/1/2035	\$17,753.39	\$337.60	\$337.60	\$297.98	\$39.62	\$17,455.41	\$9,655.46
132	12/1/2035	\$17,455.41	\$337.60	\$337.60	\$298.65	\$38.95	\$17,156.77	\$9,694.42
133	1/1/2036	\$17,156.77	\$337.60	\$337.60	\$299.31	\$38.29	\$16,857.46	\$9,732.71
134	2/1/2036	\$16,857.46	\$337.60	\$337.60	\$299.98	\$37.62	\$16,557.48	\$9,770.33
135	3/1/2036	\$16,557.48	\$337.60	\$337.60	\$300.65	\$36.95	\$16,256.83	\$9,807.28
136	4/1/2036	\$16,256.83	\$337.60	\$337.60	\$301.32	\$36.28	\$15,955.51	\$9,843.56
137	5/1/2036	\$15,955.51	\$337.60	\$337.60	\$301.99	\$35.61	\$15,653.51	\$9,879.16
138	6/1/2036	\$15,653.51	\$337.60	\$337.60	\$302.67	\$34.93	\$15,350.85	\$9,914.10
139	7/1/2036	\$15,350.85	\$337.60	\$337.60	\$303.34	\$34.26	\$15,047.50	\$9,948.36
140	8/1/2036	\$15,047.50	\$337.60	\$337.60	\$304.02	\$33.58	\$14,743.48	\$9,981.94
141	9/1/2036	\$14,743.48	\$337.60	\$337.60	\$304.70	\$32.90	\$14,438.79	\$10,014.84
142	10/1/2036	\$14,438.79	\$337.60	\$337.60	\$305.38	\$32.22	\$14,133.41	\$10,047.06
143	11/1/2036	\$14,133.41	\$337.60	\$337.60	\$306.06	\$31.54	\$13,827.35	\$10,078.60
144	12/1/2036	\$13,827.35	\$337.60	\$337.60	\$306.74	\$30.86	\$13,520.61	\$10,109.46
145	1/1/2037	\$13,520.61	\$337.60	\$337.60	\$307.43	\$30.17	\$13,213.18	\$10,139.63
146	2/1/2037	\$13,213.18	\$337.60	\$337.60	\$308.11	\$29.49	\$12,905.07	\$10,169.12
147	3/1/2037	\$12,905.07	\$337.60	\$337.60	\$308.80	\$28.80	\$12,596.27	\$10,197.92
148	4/1/2037	\$12,596.27	\$337.60	\$337.60	\$309.49	\$28.11	\$12,286.78	\$10,226.03
149	5/1/2037	\$12,286.78	\$337.60	\$337.60	\$310.18	\$27.42	\$11,976.60	\$10,253.45
150	6/1/2037	\$11,976.60	\$337.60	\$337.60	\$310.87	\$26.73	\$11,665.72	\$10,280.18
151	7/1/2037	\$11,665.72	\$337.60	\$337.60	\$311.57	\$26.03	\$11,354.16	\$10,306.21
152	8/1/2037	\$11,354.16	\$337.60	\$337.60	\$312.26	\$25.34	\$11,041.89	\$10,331.55
153	9/1/2037	\$11,041.89	\$337.60	\$337.60	\$312.96	\$24.64	\$10,728.94	\$10,356.20
154	10/1/2037	\$10,728.94	\$337.60	\$337.60	\$313.66	\$23.94	\$10,415.28	\$10,380.14
155	11/1/2037	\$10,415.28	\$337.60	\$337.60	\$314.36	\$23.24	\$10,100.92	\$10,403.38
156	12/1/2037	\$10,100.92	\$337.60	\$337.60	\$315.06	\$22.54	\$9,785.86	\$10,425.92
157	1/1/2038	\$9,785.86	\$337.60	\$337.60	\$315.76	\$21.84	\$9,470.10	\$10,447.76
158	2/1/2038	\$9,470.10	\$337.60	\$337.60	\$316.47	\$21.13	\$9,153.64	\$10,468.90
159	3/1/2038	\$9,153.64	\$337.60	\$337.60	\$317.17	\$20.43	\$8,836.46	\$10,489.32
160	4/1/2038	\$8,836.46	\$337.60	\$337.60	\$317.88	\$19.72	\$8,518.58	\$10,509.04
161	5/1/2038	\$8,518.58	\$337.60	\$337.60	\$318.59	\$19.01	\$8,199.99	\$10,528.06
162	6/1/2038	\$8,199.99	\$337.60	\$337.60	\$319.30	\$18.30	\$7,880.69	\$10,546.35

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
163	7/1/2038	\$7,880.69	\$337.60	\$337.60	\$320.01	\$17.59	\$7,560.68	\$10,563.94
164	8/1/2038	\$7,560.68	\$337.60	\$337.60	\$320.73	\$16.87	\$7,239.95	\$10,580.81
165	9/1/2038	\$7,239.95	\$337.60	\$337.60	\$321.44	\$16.16	\$6,918.51	\$10,596.97
166	10/1/2038	\$6,918.51	\$337.60	\$337.60	\$322.16	\$15.44	\$6,596.35	\$10,612.41
167	11/1/2038	\$6,596.35	\$337.60	\$337.60	\$322.88	\$14.72	\$6,273.47	\$10,627.13
168	12/1/2038	\$6,273.47	\$337.60	\$337.60	\$323.60	\$14.00	\$5,949.87	\$10,641.13
169	1/1/2039	\$5,949.87	\$337.60	\$337.60	\$324.32	\$13.28	\$5,625.55	\$10,654.41
170	2/1/2039	\$5,625.55	\$337.60	\$337.60	\$325.05	\$12.55	\$5,300.50	\$10,666.97
171	3/1/2039	\$5,300.50	\$337.60	\$337.60	\$325.77	\$11.83	\$4,974.73	\$10,678.79
172	4/1/2039	\$4,974.73	\$337.60	\$337.60	\$326.50	\$11.10	\$4,648.23	\$10,689.90
173	5/1/2039	\$4,648.23	\$337.60	\$337.60	\$327.23	\$10.37	\$4,321.00	\$10,700.27
174	6/1/2039	\$4,321.00	\$337.60	\$337.60	\$327.96	\$9.64	\$3,993.05	\$10,709.91
175	7/1/2039	\$3,993.05	\$337.60	\$337.60	\$328.69	\$8.91	\$3,664.36	\$10,718.82
176	8/1/2039	\$3,664.36	\$337.60	\$337.60	\$329.42	\$8.18	\$3,334.93	\$10,727.00
177	9/1/2039	\$3,334.93	\$337.60	\$337.60	\$330.16	\$7.44	\$3,004.78	\$10,734.44
178	10/1/2039	\$3,004.78	\$337.60	\$337.60	\$330.89	\$6.71	\$2,673.88	\$10,741.15
179	11/1/2039	\$2,673.88	\$337.60	\$337.60	\$331.63	\$5.97	\$2,342.25	\$10,747.12
180	12/1/2039	\$2,342.25	\$337.60	\$337.60	\$332.37	\$5.23	\$2,009.87	\$10,752.34

DE PERE[®]



RUNS DEEPER

Home Improvement Loan

City of De Pere, Wisconsin

Development Services Department
December 2024

A. Summary Description

The City of De Pere's Housing Stock Improvement Loan intends to modernize and improve the housing stock in De Pere while maintaining affordability for homeowners and buyers. The program is administered by the City of De Pere Development Services Department and the City of De Pere Redevelopment Authority. This program will work to achieve the goals outlined in the City of De Pere Comprehensive Plan. Establishing such a program will work to achieve the Comprehensive Plan's Housing Goal Statement by "Providing an adequate supply of affordable housing for individuals of all income levels throughout each community."

Nearly 47% of De Pere's housing stock was constructed before 1980, and although many homes have been well maintained, many of the older housing stock no longer meets the needs of today's households, particularly young families with children. The program will make De Pere a more affordable option for existing owners by removing the cost burden of necessary upgrades and may attract homebuyers looking to use the upgrades to customize the home to their specific needs and wants.

Funds from the program will be available as a primary or second mortgage loan at 1.5 percentage points below the 10-year treasury rate over the 15-year life of the loan at the time of the loan. Program funds will be funded through TIF funds from the closure of TID No. 6 and any future TIDs, in addition to any funding made available from the City and City Partners. Important by-products resulting from home improvements made through this program include sustaining a school-age population of children, improving the energy efficiency of the City's housing stock, stabilizing the City's tax base, and building and enhancing community capacity, and improving aesthetics.

The loan program's total allocation is \$500,000, of which \$100,000 is funded through the City's allocation of American Rescue Plan Act (ARPA) funding and \$400,000 from the Affordable Housing Fund.

B. Eligibility Requirements

Eligible applicants include those purchasing or residing in a home within the City of De Pere and looking to make substantial system or structural improvements to the home to enhance its efficiency and bring it to modern standards.

Owner-Occupied Single-Family Home:

The funding applicant must occupy homes as the owner for the entirety of the loan. The program is limited to those making 120% or less than the area county median income reported by the US Department of Housing and Urban Development (HUD). The household's housing costs may not exceed 30% of household income and the total loan-to-value for all mortgages shall be less than 90%.

Estimated Maximum Family Income Limits at Percent (%) of HUD Estimated 2024 County Median Income										
% of AMI	COUNTY	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
20%	Brown	\$ 13,720	\$ 15,680	\$ 17,640	\$ 19,600	\$ 21,180	\$ 22,740	\$ 24,320	\$ 25,880	\$ 27,440
30%	Brown	\$ 20,580	\$ 23,520	\$ 26,460	\$ 29,400	\$ 31,770	\$ 34,110	\$ 36,480	\$ 38,820	\$ 41,160
40%	Brown	\$ 27,440	\$ 31,360	\$ 35,280	\$ 39,200	\$ 42,360	\$ 45,480	\$ 48,640	\$ 51,760	\$ 54,880
50%	Brown	\$ 34,300	\$ 39,200	\$ 44,100	\$ 49,000	\$ 52,950	\$ 56,850	\$ 60,800	\$ 64,700	\$ 68,600
60%	Brown	\$ 41,160	\$ 47,040	\$ 52,920	\$ 58,800	\$ 63,540	\$ 68,220	\$ 72,960	\$ 77,640	\$ 82,320
70%	Brown	\$ 48,020	\$ 54,880	\$ 61,740	\$ 68,600	\$ 74,130	\$ 79,590	\$ 85,120	\$ 90,580	\$ 96,040
80%	Brown	\$ 54,880	\$ 62,720	\$ 70,560	\$ 78,400	\$ 84,720	\$ 90,960	\$ 97,280	\$ 103,520	\$ 109,760
90%	Brown	\$ 61,740	\$ 70,560	\$ 79,380	\$ 88,200	\$ 95,310	\$ 102,330	\$ 109,440	\$ 116,460	\$ 123,480
100%	Brown	\$ 68,600	\$ 78,400	\$ 88,200	\$ 98,000	\$ 105,900	\$ 113,700	\$ 121,600	\$ 129,400	\$ 137,200
110%	Brown	\$ 75,460	\$ 86,240	\$ 97,020	\$ 107,800	\$ 116,490	\$ 125,070	\$ 133,760	\$ 142,340	\$ 150,920
120%	Brown	\$ 82,320	\$ 94,080	\$ 105,840	\$ 117,600	\$ 127,080	\$ 136,440	\$ 145,920	\$ 155,280	\$ 164,640

C. Eligible Properties

Properties must be located within the City of De Pere, with preference given to homes constructed prior to 1980. Homes eligible for improvements under this program include owner-occupied homes in the City of De Pere whose most recent assessed value is at or below 100% of the median assessed value of single-family

residential property. Furthermore, eligible homes include those in the City of De Pere being purchased whose sale price is valued at or below 100% of the median assessed value of residential property in De Pere.

Also, homes eligible for improvements under this program include owner-occupied homes with a historic district and a local historic designation with an assessed value at or below 150% of the median assessed value of single-family residential property in the City. Furthermore, eligible homes include those in the City of De Pere being purchased in a historic district whose sale price is valued at or below 150% of the median assessed value of residential property in De Pere.

This determination will be based on the most recent values from the City of De Pere assessment data or the US Census Bureau at the time of the loan application. For example, on the 2018-2022 ACS, the median assessed value of residential property was \$332,979.

D. Eligible Uses of Loan Funds

Many of the older existing homes in the near downtown neighborhoods in the City of De Pere are smaller and could be considered less desirable to new home purchasers looking for more living space. Therefore, program funds may be used to add or remodel living space. Please note that funds may only be used for improvements made on the primary housing structure, not any accessory structures on a particular lot unless an accessory dwelling unit or backyard cottage is added to a structure or lot. Work on garages where the primary use is parking cars used by the resident household is an eligible use of loan funds; however, higher priority will be given to attached garages or garages where the primary use is parking cars – other accessory garages do not qualify.

Funds may also be used to upgrade home systems, including electrical, plumbing, mechanical, or other systems or functionally outdated systems, to comply with current standards and codes or to modernize them to current quality, efficiency, and performance levels. Funds shall not be used to replace or maintain home components that are expected to be replaced periodically, such as water heaters, appliances, and fixtures. Repayment of any loan application fees incurred as part of this program is an eligible use of loan funds received. All systems (listed above) impacted by improvements shall be brought into full code compliance before receiving an occupancy permit. In addition to home system upgrades, loan funds may be used for sump pump connection, window replacement, insulation improvements, or other measures to increase the home's heating and cooling efficiency and overall performance.

The maximum amount of any loan award will be \$50,000 of which a maximum of 30% can be used for interior improvements. All decisions regarding loan fund disbursements, loan eligibility, and the uses of loan funds will be made by the City of De Pere in its sole discretion.

Applicants must obtain up to three quotes from contractors for the proposed scope of work. The property owner will select which contractor they would like to complete the project, and all parties must sign the final paperwork before work commences. The owner is not required to select the lowest bidding contractor.

E. Ineligible Loan Expenditures

1. The repair or replacement of dog houses or any other structure for animals.
2. Any interior projects to the detached garage or accessory building.
3. Materials that have been purchased or projects that are completed or underway prior to issuance of a signed loan commitment with the City.
4. Purchasing permanent equipment or tools (ladder, paint sprayers, etc.) is not an eligible expense.
5. Proposed projects that are solely demolition.
6. Project costs that demolish a structure or part of a structure and do not replace the structure in kind to protect the character of the home or neighborhood.

F. Loan Terms and Conditions

The maximum amount of any loan award will be \$50,000. Loans will consist of interest rate of 1.5 percentage points below the 10-year treasury rate for up to 15-year loan term, and act as a second mortgage with no principal or payments due for 6 months following the award of the loan, at which the monthly loan amortization payment would initiate until the close of the loan or at sale (or refinancing) of the home, or when homeowner ceases to occupy home as primary residence, whichever comes sooner. At the end of the loan term, the amount of the loan must be repaid in full.

Applicants must be the owner as registered with the Brown County Register of Deeds Office. Applicant must sign a lien and promissory note on the property. If home was purchased on a Land Contract, the vendor must also sign the loan documents. Applicants may work with financial institutions to cover the balance of home improvement costs not covered by the loan. Construction on improvements must begin within thirty (30) days of loan approval and shall be completed within 1 year of the start of construction. The applicant shall submit documentation of all mortgages or liens on the property with their formal application.

The City of De Pere staff or designee will keep a record of the dates of loan approval and the start of construction. The De Pere City staff shall provide a letter authorizing the subordination of this improvement mortgage to the existing mortgage holders in the event the homeowner/applicant wishes to refinance. The De Pere City Staff reserves the right to take and use photographs, as well as develop project summaries of improvements for publicity purposes.

G. Process

1. Submit the completed application form, with necessary attachments, to the Development Services Department. The Redevelopment Authority will act on complete applications within sixty (60) days. Depending upon the project, the applicant may need to also seek Zoning Administrator and/or Plan Commission design review concurrent with the Redevelopment Authority review. A separate application form must be completed if a site plan or design review is necessary for a project. Applications that include exterior work must apply for a Certificate of Appropriateness from the Historic Preservation Commission (HPC) if the home is located within a historic district or is designated as a historic structure. The Senior Planning/Zoning Administrator and/or Building Inspection Division may be consulted to determine whether a design review and/or Certificate of Appropriateness is required.
2. Upon all necessary committee and staff approvals, the applicant or contractor prepares final plans, cost estimates, and construction schedules, which must be submitted to the Building Inspection Division for review and issuance of a building permit. If the final plans are not substantially similar to plans approved by staff or any necessary committees, additional review will be required.
3. The Building Inspection Division will send a letter or permit to the applicant upon approval of the building plans.
4. Upon loan commitment, the property owner enters into an agreement with the contractor to do the work, and the contractor obtains the necessary permits (application approval does not release the applicant from obtaining all relevant building permits).
5. The Common Council and applicant approve the loan agreement, outlining the terms of the agreement and the proposed scope of work approved by the Building Inspection Division.
6. Appropriate documentation, such as invoices, must be submitted to the Development Services Department for documentation.
7. The City and the Applicant complete the loan approval and transfer funds.

The City reserves the right to amend the process for large renovation projects that could require multiple months with contractor draw requests.

H. Questions and Contacts

City of De Pere

ATTN: Quasan Shaw

335 S. Broadway

De Pere, WI 54115

Email: gshaw@deperewi.gov

EXHIBIT A: EXAMPLE AMORTIZATION SCHEDULE



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Recommendation from the Finance/Personnel Committee to Approve a copier purchase and subsequent service contract for the Health Department from Complete Office of Wisconsin.

At the 12-10-24 Finance Personnel Meeting, the Committee approved a copier purchase and subsequent service contract for the Health Department from Complete Office of Wisconsin. The vote was 5-0.

ATTACHMENTS:

- Memo_Health Dept copier purchase (DOCX)
- Proposal City of De Pere_COW (PDF)
- Proposal City of De Pere_GFC (PDF)
- Proposal City of De Pere_MSI (PDF)

CITY OF DE PERE

MEMO



Meeting Date: 12/17/2024

Department: Health

From: Chrystal Woller BSN, RN, MBA, Health Director/Steve Massey, IT Director

Re: Recommendation from the Finance/Personnel Committee for a copier purchase and subsequent service contract for the health department

The health department has grant money to purchase a new copier/printer/fax machine to replace the existing equipment that is approximately 5+ years old.

The individual purchase quotes, obtained by Steve Massey, are outlined below. Steve recommends that the health department purchases the machine outright from **Complete Office of Wisconsin**. This company provided the most competitive pricing and will allow the health department to align with same company that services City Hall 2nd Floor, the Community Center, Fire Station 1, and the Municipal Services Center. In addition, it is more cost effective to purchase the machine outright, saving money over a 4-year time span, while also allowing the department to experience a newer, more dependable machine, with additional processing features.

Vendor	Proposed Device	Device Cost	Quarterly Print Cost	4-year TCO
Complete Office of Wisconsin	Ricoh IM C2510	\$3,881	\$400	\$10,282
Gorden Flesch	Ricoh IM C2510	\$4,754	\$402	\$11,188
Metro Sales Inc. (Formerly Wisconsin Document Imaging)	Ricoh IM C2510	\$5,189	\$527	\$13,619

Steve Massey

From: Elliot Shaw <eshaw@cowitechweb.com>
Sent: Thursday, November 14, 2024 3:26 PM
To: Steve Massey
Subject: RE: [External]RE: Quote request - Health Department MFP

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Steve. Thanks again for your patience on this. So I just checked and confirmed that my pricing from back in April is still valid. So my quotes from April are still valid, and I've provided them below. If you guys would like to proceed with this, please confirm with me if it would be leased, or purchased outright, and can draft up paperwork accordingly to be signed. I'd anticipate it would be about 2-3 weeks from the time we order the unit, to the time we can deliver and install.

If you have any questions whatsoever, please don't hesitate to reach out. My direct contact information is in my signature below. Thank you!

IMC2510 with internal finisher

- Outright purchase price: \$3,881.25
- Quarterly lease payment amount (4 year lease): \$285.27, amount spent on lease over time (16 payments) = \$4,564.32 (plus extra \$125.00 on first monthly payment for "lease origination fee" from the lease company)
 - Will be 1 time "lease origination fee" from lease company of \$125.00 on first monthly payment
- Rate per print (b/w): .0077 (locked for 4 years)
- Rate per print (color): .05 (locked for 4 years)

Monthly service contract expenses:

Rate per print (black): .0077 x average monthly b/w volume of 2,167 = \$16.69
 Rate per print (color): .05 x average monthly color volume of 2,333 = \$116.65
 Total monthly service contract expenses = \$133.34

Quarterly service contract expenses:

Rate per print (black): .0077 x average quarterly b/w volume of 6,500 = \$50.05
 Rate per print (color): .05 x average monthly color volume of 7,000 = \$350.00
 Total quarterly service contract expenses = \$400.05

Elliot Shaw | Account Manager/Sales Representative (Copiers)

C: (920) 323-8248 | eshaw@cowitechweb.com

COMPLETE OFFICE TECHNOLOGY SOLUTIONS - LOCAL REPRESENTATION, NATIONWIDE CAPABILITIES

Machine Sales & Service | Office Products | Janitorial, Facility | Breakroom | Food Service | Custom Stamps & Printing | Design & Furniture



City of De Pere

Prepared by

Jason Moseman

11/26/2024

Proposed Solution



GORDON
FLESCH
COMPANY

Letter of Introduction

We appreciate your interest in partnering with the Gordon Flesch Company (GFC). It is our passion to empower your people through technology to meet and exceed your goals and objectives, while providing you with the highest level of customer service.

GFC will assess your current technology objectives and develop strategies to decrease costs and increase efficiencies. This approach emphasizes the importance of aligning your technology investments with your business goals. Working in a systematic, phased approach, we will close the gap between where you are today to where you would like to be. This process can also include right-sizing your fleet, removing inefficient devices, current invoice/contract analysis, technology enhancements, process optimization, and total cost of ownership considerations.

We are an independent, privately-owned technology solutions provider with **over 68 years of experience**. We are not limited to any one manufacturer nor restricted to that manufacturer's solution offerings. Our independence allows us to develop solutions that are customized to your needs. We look forward to building upon this partnership and implementing reliable solutions for your company, ensuring the success of our solutions with our unmatched service and support.

Please do not hesitate to contact me if you have any questions or desire any additional information.

Sincerely,

Jason Moseman
Senior Account Executive
o: (920) 757-2711
jmoseman@gflesch.com

Your Local Partner

- Headquarters in Madison, WI
- 31 offices throughout the Midwest
- Live and work in the communities we serve

Wisconsin - Madison (2), Milwaukee (2) and Appleton

Illinois - Geneva, Chicago, Joliet, Lake Zurich, Rockford and Woodstock

Indiana - Indianapolis, Bloomington, Columbus and Terre Haute

Iowa - Cedar Falls, Davenport, Dubuque, Fairfield, Fort Dodge, Hiawatha, Mason City and Spencer

Ohio - Columbus, Chillicothe, Findlay, Lancaster, Mansfield, Newark and Wooster

South Dakota - Sioux Falls



Technology Solutions Provider

One Vendor

From multi-function and single-function output devices to Managed Voice Services, Managed IT Services and Onsite Services, we simply make it easy do business with GFC. **We worry about Print, Voice and IT so you don't have to!**

In-House Leasing

GFC Leasing was formed to provide a personalized, flexible way for our clients to lease business equipment and services. We offer flexible terms and straightforward end-of lease options and best of all, GFC Leasing will hold the lease for the duration of the contract.

- Flexible leasing terms and no end of term surprises
- Change equipment as business needs change
- Dedicated and personalized team of experts
- Stay up-to-date with the latest technology
- True "Technology as a Service" solutions

Our Products and Services



MANAGED PRINT
SOLUTIONS



MANAGED
VOICE SERVICES



MANAGED IT
SERVICES



OUTPUT MANAGEMENT
SOLUTIONS



ONSITE
SERVICES

imageCARE⁺ Managed Print Services

GFC can remove the stress of updating, maintaining or repairing your printers so your team can get back to doing what they do best. An imageCARE+ MPS program includes:

- Improved print workflow efficiency and security
- Optimized placement and number of print devices on the network
- Improved supply management and reduced supply waste
- Improved decision making with clear, informative Business Reviews using PowerBI
- Data-Driven analytics



eleviTy[®] Managed IT Services

Our **Managed IT** Services team helps clients strategically align technology with their organizational and business goals, empowering them to operate more effectively, efficiently and securely. Our experienced consultants will provide risk analysis, cutting-edge tools and expertise to guard your business against the threat of a cyberattack. When you partner with GFC, you work with a dedicated **Virtual CIO (vCIO)** who serves as your trusted advisor to strategically address your technology challenges. Our Managed IT team will minimize downtime and keep your business hardware and software running at peak efficiency.

Security



Strategy



Solutions



Support



Managed Voice Services

Free your employees to work from anywhere with Elevate, the cloud-based business communications platform that goes wherever you go.

- Business Phones
- Desktop App
- Mobile Devices
- Video Conferencing
- Team Chat
- File Management



Ongoing Service, Support and Security

GFC Service

The GFC name is synonymous with customer service. We do not have a “fix it and run” mentality.

- 135 Service Professionals
- 16.7 Years Tenure
- Average Response Time – 3.79 Hours
- First Call Effectiveness



GFC Support

Since 1997, the Technology and Logistics Center (TLC) has been a key component of our customer service offering. Based out of our Wisconsin facility. The TLC is a modern laboratory equipped with a representative array of our hardware and software solutions.



The center is staffed with trained Systems Engineers each specialized in computer operating systems, print graphics, color correction and data capture. Their combined expertise covers our complete product and solution suite; ensuring you will receive qualified dedicated support when you need it.

With over 36,000 annual calls to the TLC, 99.5% are answered live by a System Engineer and resolved during the first 24 hours.

GFC Security

No matter the size of your business, a Print Security Strategy is critical to every organization. The security experts at GFC can keep you on the right course by conducting an initial security assessment of your print environment and working with you to determine the most practical plan of action. Some of the action items include:

- Perform Configuration Compliance Check
- Create Custom Security Settings
- Hard Drive Encryption
- Hard Drive Erasure
- Trusted Platform Module
- Output Management Software
- Device Management Tools
- Print Job Encryption

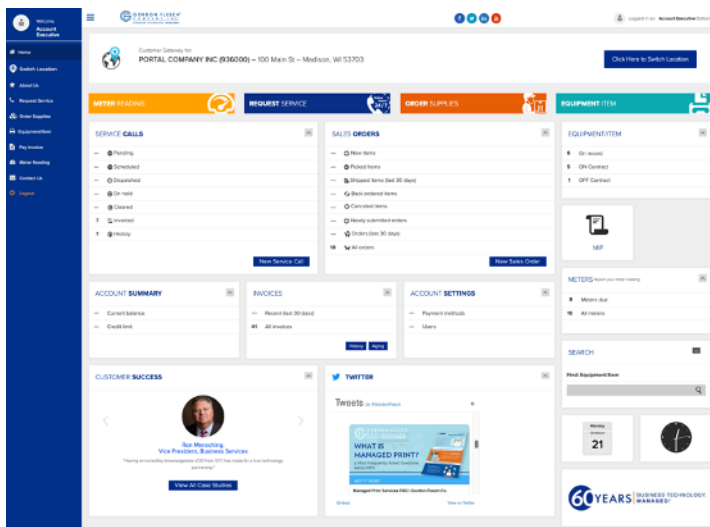
GORDON FLESCH COMPANY Security Checklist	
Set-Up Measures ☒ Upgrade Firmware to Most Recent Version ☒ Change Manufacturer Default Admin Password ☒ Disable Unused Protocols ☒ Disable Unused Services ☒ Disable Weak Cipher Levels	End-of-Life Measures ☒ Reset to Factory Default ☒ Hard Drive Overwrite ☒ Certificate of Completion Available Upon Request
Manufacturer Security-by-Design ☒ Proprietary Operation System ☒ Hard Drive Protection ☒ Event Log Monitoring ☒ Anti-Virus	Firmware Management Options ☐ Always Up-to-Date • Requires compatible devices and access to manufacturers updates • Firmware updates have the potential to temporarily impact performance and functionality ☐ On Your Own • We provide you Centralized Management Tools to update your devices on your own schedules • GFC's Service Technicians will still need to update the firmware when performing most service calls ☐ Update As-We-Go • As Service Technicians are onsite and deems necessary, firmware is updated
Optional Measures ☐ Disabling Thumb Drives ☐ Hard Drive Destruction* ☐ Locking Paper Trays* ☐ Real Time Hard Drive Overwrite/Erase* ☐ Centralized Fleet Management Tools* ☐ Print Job Encryption* ☐ Trusted Platform Module ☐ Custom Security Measures* ☐ Secure Release* ☐ Statistical User Tracking* ☐ Rules Based Routing* ☐ Mobile Print Management *May require additional configurations and/or costs	Staying Secure ☒ Service Technicians Identification for Service Calls Through GFC App or Client Portal ☒ GFC Security Council • Meets quarterly to discuss any threats that could impact the devices and solutions we manage ☒ Security Blogs & Whitepapers Released Periodically Throughout the Year Email: _____ ☒ imageCARE Business Reviews • Review security measures taken to ensure GFC is aligned with your organizational Attitude Toward Security
Company _____	Name _____ Date _____
This Security Checklist is for informational and planning purposes only, and should not be construed as a promise to perform by either GFC or the client.	

GFC Client Portal and myGFC App

The **GFC Client Portal** and the **myGFC** app make it easy to manage your business technology needs. Place service calls on the new mobile **myGFC** app or access the customized GFC Client Portal to place your technology data at your fingertips. In addition, the GFC Client Portal allows you to do the following:

- Access to account information
- Place a service request
- Monitor service in real time
- View service history
- Order Supplies
- Make payments and monitor status
- Manage MFP fleets
- Submit and view meter readings
- View equipment information
- Manage user settings
- Set admin permissions
- QR access from printer

Download the **myGFC** app from the App Store or visit the GFC Client Portal at einfo.gflesch.com



Award Winning Industry Leader

2023 Canon Top Dollar Volume Award 9 Consecutive Years

2023 Canon Advanced Partner Program

2023 Lexmark Largest Independent Dealer Award

2023 Lexmark Advisory Council Dealer

2024 Ricoh ProVision Certified Dealer

2023 Ricoh Highest Major Account Growth Dealer Award

2023 Ricoh Highest Software Growth Dealer Award

2023 EFI Platinum Partner

2023 ENX Magazine Elite Dealer



GORDON FLESCH COMPANY



1978

GFC expands to Columbus, OH and another office opens in Madison, WI.



1982

Bill Flesch, Gordon's third son, joins GFC.



2006

Tom Flesch's son, Patrick, represents the next generation to join the company. In 2018, is named President of GFC.



1956

Gordon Flesch, a salesman for Royal Typewriters, takes over a 3M dealership and establishes the Gordon Flesch Company (GFC) in Madison, WI.



1983

GFC expands and builds an office in Milwaukee, WI.

2009

The professional services division is created, the first step in moving GFC beyond equipment sales and service.



2016

2019

GFC acquires Advanced Systems, Inc. with 10 offices in Iowa, Minnesota and South Dakota, and Indiana Business Equipment in Terre Haute, IN.



2020

GFC acquires Managed IT provider ITP and becomes Elevity. Jeff Dotzler is named President of Elevity.

2022

GFC builds state-of-the-art facility in Appleton, WI.



1956

1956

1975

1980

1985

1990

1995

2000

2005

2010

2020

2024



1976

John Flesch, Gordon's son, joins GFC.

1997

Having done business in Geneva, IL for more than 20 years, a new office is built to hold sales, service and distribution.



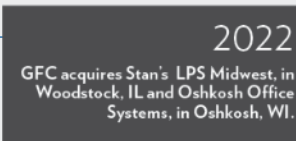
2005

GFC headquarters moves to Fitchburg, WI.



2020

GFC expands their footprint in Indiana with the purchase of Jim Gordon, Inc. based in Columbus and Bloomington, IN.



2022

GFC acquires Stan's LPS Midwest, in Woodstock, IL and Oshkosh Office Systems, in Oshkosh, WI.



2024

GFC now has 31 offices across 6 states with 700+ employees.



1977

The company begins selling Savin copiers and reaches \$3 million in sales with 75 employees.

Tom Flesch, another of Gordon's sons, joins GFC and later becomes President and CEO in 1986.

2001

The Gordon Flesch Charitable Foundation is established. More than \$2.4 million has been donated to local charities.

2007

GFC establishes an office in Indianapolis, IN.



2008

Mark Flesch joins his brother Patrick at the company, and is named Chief Operating Officer in 2018.



GFC Recommended Solution

Ricoh IM C2510

Machine Features

- 25 Images Per Minute - Black & White and Color
- Energy Star & EPEAT Gold Certified
- First Out Time: As fast as 4.5 Seconds
- (2) 550 Sheet Standard Paper Drawers
 - Up to 12? x 18" Size Paper and 16 lb. to 80 lb. Bond (300gsm)
- 100 Sheet Stack Bypass (up to 11" x 49.6")
- 10.1" Android Smart Operation Panel Touch Screen
- With Always Current Technology & Smart Scalability
- Multiple Screen Configurations (Including Classic UI)
- 220 Sheet Single Pass Automatic Duplexing Document Feeder (up to 300 ipm)
- Advanced Color Network Scanning Features:
 - Network Color Scanning to File Folder, E-mail, & FTP
 - Scan as PDF Compact - Decreases File Size of Color Scans
 - Scan to USB & SD Drive
 - Blank-page Removal
 - Scan to Application (Scan & Copy, Basic Scan-to-SharePoint/O365/Docuware, ID Card Scanning, etc?)
- Network Printing - PCL & Post Script
- Secure Print Via Document Server (Mailbox) and Print Driver
- Mobile Device Printing (thru Smart Device Connector App)
- Apple AirPrint
- Direct Print via USB & SD Drive
- 2GB Standard RAM + 256 GB SSD
- 1,200 x 1,200 dpi Resolution
- Intelligent Support - How-to-Videos, Remote Panel Support, Automatic Remote Firmware Updates (if desired)
- Enhanced Security Features: Data Overwrite Security Systems (DOSS), Digital Signature Authorization, HDD Encryption, & Device Firewall between Smart Operation Panel and Device HDD.
- Cabinet Type A5
- Internal Finisher SR3310 (500 sheet)

Photo may not represent final configuration



Optional Accessories

-

GFC Solution Investment

Qty	Manufacturer	Model	Description
1	Ricoh	IM C2510	IM C2510
			Internal Finisher SR3310 (500 sheet)
			Cabinet Type A5

imageCARE Agreement

	BW Images		Color Images	
	Volume	Overage	Volume	Overage
IM C2510		0.00500		0.05280

The imageCARE Agreement includes toner, all parts, all labor, travel time, technical updates, preventative maintenance, access to the GFC Help Desk for remote resolution, and firmware updates through GFC's Quality Assurance Program. GFC's imageCARE also provides an automatic meter reading application and 24/7 access to your private customer portal with information and tools. Network connected installations include the services of a Digital Support Specialist to manage system integration and training. Delivery, installation and start-up supplies is included. *Pricing does not include sales tax.*

		<u>48 Month</u>
Monthly Lease Investment		\$126.84

Or

Outright Purchase Price	\$4,754.00
--------------------------------	------------

Network Consultation, Installation and Support

Network connected installations include the services of a Digital Support Specialist to manage system integration, training & unlimited access to our Technology and Logistics Center (TLC).

Delivery, equipment installation, start-up supplies and training included.

Pricing does not include applicable sales tax. Pricing valid for 30 days.

11/26/2024

Information herein is proprietary and confidential and shall not be used or disclosed without prior written consent of the Gordon Flesch Co.

Next Steps

Thank you for choosing to partner with the Gordon Flesch Company. It is our goal to provide you with an exceptional customer experience and ensure you can fully leverage the technology in which you have invested. Below are some of the key milestones we feel are necessary to achieving this goal:

Authorize Agreements

- ✓ *Schedule Automatic Payments*
- ✓ *Set up Your Electronic Invoices (E-Invoices)*

Coordinate Successful Delivery

- ✓ *Delivery Coordinator - Collaborate to Determine Implementation Details*
- ✓ *Pre-Install Site Survey (If Deemed Necessary)*
- ✓ *Complete Networking Information Sheet*
- ✓ *Coordinate Delivery, Installation, & Training*

Complete Implementation & Training

- ✓ *Network the Device(s)*
- ✓ *Load Necessary Print Drivers*
- ✓ *Configure Automatic Meter Readings*
- ✓ *Set up Your Dedicated Customer Portal*
- ✓ *Configure All Required Device Settings*
- ✓ *Selected Key-User Training*
- ✓ *End-User Group Training*

Our Additional Value-Added Services

- _____ Perform Complimentary Network Assessment
- _____ Print Fleet Assessment & Analysis
- _____ Develop Your Technology Roadmap
- _____ Perform Account Reviews on Pre-Determined Basis

Thank You

Please let us know if you have any questions, desire a walk-through of our facility, or would like a demonstration of our solution offerings.



1850 Velp Ave.
Green Bay, WI 54303

Direct Line
1-920-593-1814
Toll Free Line
1-800-236-1372 Ext. 1814
Fax
1-920-593-1830
e-mail
mikes@wis-imaging.com

December 2, 2024

CITY OF DE PERE - STEVE MASSEY

RICOH IMC 2510 COLOR MFP COPIER PROPOSAL

MACHINE FEATURES

Network printing, color scanning and scan to email
25 Pages per minute full color and black
Single pass document feeder (capacity 220 pages)
Scan speed 300 two sided images per minute
Document feeder minimum scan size is 2"x3.5"
Maximum paper size 11x17 for copy, print and scan
10.1" smart operation touch panel for ease of use (Exact same layout as your current Ricoh's)
Internal automatic stapling finisher included
Two 550 sheet paper drawers plus a 100 sheet bypass tray
256 GB Encrypted Solid State Drive
PDF compression for color scanning
1200X1200 DPI resolution
ID card copy (copies driver's license, insurance cards, etc. both sides on one side of the page)
Scan to / print from USB flash drive standard
Environmental sustainability – Covers are made from 50% recycled plastics
New low melt toner, uses less electricity and reduces energy consumption

Cabinet included

Pricing is based on Ricoh's municipality discount

Lease option:

48 Months \$132.00 per month

Purchase option: \$5,189.00

Maintenance Agreement:

Includes all service calls, parts, labor and preventive maintenance. **Includes black and color toners.** Black billed at .0089 per page and color billed at .067 per page. Based on average of 6,500 Black and 7,000 color pages per Quarter you maintenance agreement would be \$526.85 per quarter.

Mike Sevcik

Digital Imaging Specialist

Metro Sales Inc. (Formerly Wisconsin Document Imaging)

****Information herein is proprietary and confidential to Wisconsin Document Imaging (WDI) and shall not be used or disclosed without prior consent of**

WDI.**



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Recommendation from Finance/Personnel Committee to Approve Definitely De Pere's request to waive Invoice #202408015405 in the amount of \$1,461.25 related to the 2024 Tour De Pere special event.

This item was reviewed and approved by the Finance/Personnel Committee at its meeting on December 10, 2024, by a unanimous vote.

ATTACHMENTS:

- Fee Waiver PD Letter (PDF)
- Final Invoice (PDF)



December 2, 2024

RE: Request to waive DPW fees for downtown events

Dear Finance Committee:

On behalf of Definitely De Pere, I respectfully request that the fees charged for police services at Tour De Pere be waived. These services took place during the event on June 17, 2024. The total cost billed was \$1,461.25 (with the 50% exempt discount).

Definitely De Pere partnered with the City of De Pere to be a host community of the largest competitive road cycling series in the U.S., an event that is recognized internationally. Tour De Pere drew 500 professional and amateur racers from more than 40 states and 15 countries. Thousands of spectators came out to experience the event and supported downtown retail and restaurant businesses.

Due to unexpected costs related to road closures and detour message board requirements from the DOT outside of De Pere's jurisdiction, we incurred an addition \$8,000 in expenses. Our final profit/loss of the event was break-even. We are committed to making this an annual event, and will continue to address a plan to correct financial issues moving forward.

Thank you for your consideration and for helping us create vibrancy in downtown De Pere!
Sincerely,

Tina Quigley

Tina Quigley Executive Director

335 S BROADWAY ST
DE PERE, WI 54115-2526
PHONE (920) 339-4050

TINA QUIGLEY
DEFINITELY DE PERE
117 N WISCONSIN ST
DE PERE WI 54115

CUSTOMER#: SE-0031
INVOICE#: 202408015405
INVOICE DATE: 8/01/2024
DUE DATE : 8/31/2024
P.O. # :

===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
TOUR DE PERE POLICE SERVICES	0.00		0.00	2,672.50
DISCOUNT TOUR DP POLICE SERVIC	0.00		0.00	1,336.25-
TOUR DE PERE ADMIN FEES	0.00		0.00	250.00
DISCOUNT TOUR DE PERE ADMIN FE	0.00		0.00	125.00-

TINA QUIGLEY
DEFINITELY DE PERE

SE-0031

INVOICE#: 202408015405

TOTAL DUE : \$ 1,461.25

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

THANK YOU



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Attorney

FROM: Amy Darnick

SUBJECT: Consideration and Possible Action on MOU between City of De Pere and Downtown De Pere Inc. for ARPA funds for Main Avenue Streetscape.

Pursuant to the deadline to obligate the use of ARPA funds awarded to the City of De Pere by December 31, 2024, staff is requesting approval of the attached MOU to formally document the resulting obligation between the parties.

ATTACHMENTS:

- Memorandum-of-Understanding-SLFRF Downtown De Pere ARPA Main Avenue (PDF)

**MEMORANDUM OF UNDERSTANDING
REGARDING OBLIGATION OF SLFRF FUNDS**

This MEMORANDUM OF UNDERSTANDING REGARDING OBLIGATION OF SLFRF FUNDS (“MOU”) is entered into as of the ____ day of _____, 2024 by and between the City of De Pere (“Local Government”) and Downtown De Pere Inc. (“Agency”) as follows:

WHEREAS, The Local Government is the recipient of State and Local Fiscal Recovery Funds (SLFRF) pursuant to the terms and conditions of the agreement entered into by the Department of the Treasury (“Treasury”) and the Local Government, which incorporates the provisions of the 2022 final rule, the 2023 interim final rule, and the guidance that implements the SLFRF program; and

WHEREAS, the Local Government is authorized to provide funds to units of local government and others, each an Agency, selected to undertake and carry out projects under the SLFRF program in compliance with all applicable local, state, and federal laws, regulations and policies; and

WHEREAS, Agency is prepared to provide goods or services to Local Government in order to mitigate the fiscal impacts of the COVID pandemic and to serve the needs of the local community (“Goods or Services”); and

WHEREAS, Local Government and Agency desire to enter into this MOU as an interagency agreement to secure the Goods or Services for the benefit of the local community.

Now therefore in consideration of the recitals and agreements contained herein Local Government and Agency agree as follows:

1. Purpose.

The SLFRF funds are available to provide emergency relief from natural disasters, build critical transportation infrastructure, and support community development.

2. Scope of Work.

A. Local Government Responsibilities

The Local Government is responsible for administration of the SLFRF funds received, and ensuring SLFRF funds are used in accordance with all program requirements and its SLFRF agreement with Treasury referenced above. The Local Government will provide such assistance and guidance to the Agency as may be required to accomplish the objectives and conditions set forth in this MOU.

B. Agency Responsibilities

The Agency will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives of principally benefiting the local community by carrying out an eligible use of SLFRF funds (the “Project”). The Agency

will periodically meet with the Local Government to review the status of these tasks and to demonstrate compliance with SLFRF requirements.

Principal Tasks:

1. Agency shall complete the Main Avenue Streetscape Project by no later than July 31, 2025, and shall invoice the City monthly for any work completed on said Project.
2. If Agency fails to complete the Project by July 31, 2025, then the City may reallocate the remaining ARPA funds allocated to this Project to other ARPA projects previously obligated by the City on or before December 31, 2024, and that the City shall have no obligation or be required to pay or reimburse Agency for any work performed or completed on the Project after July 31, 2025.
3. Conditions for Receipt of Funds. SLFRF funds will be allocated or paid to Agency upon agreement to perform the Principal Tasks.
4. Time of Performance. The effective date of this MOU will be the date the parties sign and complete execution of this MOU ("Effective Date") and will be in effect for the time period during which the Local Government remains in control of SLFRF funds and the Agency completes the Principal Tasks, provided however, all SLFRF funds must be obligated no later than December 31, 2024, and the Principal Tasks must be completed no later than July 31, 2025.
5. MOU Representatives.

Each party to this MOU shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Local Government: City of De Pere

Name of Representative: James G. Boyd
 Title: Mayor
 Mailing Address: 335 S. Broadway
 City, State and Zip Code: De Pere, WI 54115
 Telephone Number: 920.339.4040
 E-mail Address: jboyd@deperewi.gov

B. Agency: Downtown De Pere Inc.

Name of Representative: Tina Quigley
 Title: Executive Director
 Mailing Address: 117 N. Wisconsin St., Suite 20

City, State and Zip Code: De Pere, WI 54115
 Telephone Number: 920.403-0337
 E-mail Address: tina@definitelydepere.org

6. Budget : The Local Government will pass through to the Agency no more than the originally budgeted and allocated amount of \$100,000.00, in SLFRF funds for eligible incurred costs and expenses for the Project, of which the remaining balance is \$68,925.34.

IN WITNESS WHEREOF, the Local Government and the Agency have executed this MOU as of the date and year last written below.

Local Government: City of De Pere

By: _____
 Its: _____
 Date: _____

Agency: Downtown De Pere Inc.

By: _____
 Its: _____
 Date: _____

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

MEETING DATE: December 17, 2024

DEPARTMENT: City Attorney

FROM: Amy Darnick

SUBJECT: Ordinance #24-25 Amending Section 6-3 of the De Pere Municipal Code Regarding Rules of Order.

As part of the upcoming transition to Civic Clerk, the new Agenda software that the City will be using for the preparation and publication of Agendas and related matters, staff has discussed the potential option and design for Agenda templates to include a Consent Agenda. A consent agenda would allow the respective governmental body, i.e. the Council, to adopt routine matters in one motion rather than each item individually. This would create more streamlined approvals during Council meetings and is a typical practice of many Councils and Boards throughout the State of Wisconsin. As a result, the attached document is a draft revision to the existing Council meeting ordinance in DPMC Section 6-3 to allow for the use and implementation of a consent agenda for Council meetings.

At the 12-10-24 Finance Personnel Meeting, revisions to the De Pere Municipal Code Section 6-3 Rules of Order concerning consent agenda for Common Council Meetings was approved.

ATTACHMENTS:

- Ord24-25 (PDF)

ORDINANCE #24-25

AMENDING SECTION 6-3 OF THE DE PERE MUNICIPAL CODE
REGARDING RULES OF ORDER

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

Section 1: Sec. 6-3. **Rules of Order.**, is hereby amended by:

- a. Repealing subsection (a) *Order of business*. and replacing it with the following:

Sec. 6-3. – Rules of Order.

- (a) *Order of business*. The presiding officer shall call a council meeting to order at the appointed time, and the following order of business shall be observed:

- (1) Consent Agenda. All items listed under the consent agenda are considered routine and will be enacted by one motion. There shall be no separate discussion of these items unless a Council member so requests, in which event the item will be removed and put on the regular agenda by the presiding officer. Items under the consent agenda may be, including but not limited to, the following:

- (i.) Receipt, approval and filing of minutes of previous meeting and amendments, or correction of the same.
- (ii.) Donations.
- (iii.) Reports.
- (iv.) Budgeted expenditures.

- (2) Presentation of petitions, memorials, etc. and their consideration.
- (3) Committee recommendation.
- (4) Reports of special committees and action thereon.
- (5) Presentation and consideration of resolutions or ordinances.
- (6) Unfinished, new and miscellaneous business.

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

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

Ordinance #24-25

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of
December, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 12/10/2024

Publication Date: _____

Effective Date: _____

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

MEETING DATE: December 17, 2024

DEPARTMENT: City Attorney

FROM: Amy Darnick

SUBJECT: Ordinance #24-26 Amending Section 10-5 of the De Pere Municipal Code regarding City Officer positions.

As a result of the recent ordinance approval of the transition to a City Manager form of government under Chapter 64 of the Wisconsin Statutes, some additional ordinance changes must be completed in advance of the January 1, 2025, effective date in relation to additional public officials. The Assistant City Administrator position must be renamed and listed in the ordinance on its own as Assistant City Manager and the Comptroller position needs to be assigned the Finance Director, which is consistent with how other City Manager communities handle this statutory position. Therefore, the attached revisions to our existing ordinance are recommended for approval.

At the 12-10-24 Finance Personnel Meeting, the revisions to the De Pere Municipal Code Section 10-5 concerning Assistsant City Manager and Comptroller were approved.

ATTACHMENTS:

- Ord24-26 (PDF)

ORDINANCE #24-26

AMENDING SECTION 10-5 OF THE DE PERE MUNICIPAL CODE
REGARDING CITY OFFICER POSITIONS

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

Section 1: Sec. 10-5. **Officer positions created; appointments confirmed by council.**, is
hereby amended by:

- a. Deleting the words “appointments confirmed by council” from the section title.
- b. The listing of officers under subsection (a) shall be repealed and recreated as follows:
 - (1) City manager;
 - (2) Assistant city manager;
 - (3) City attorney;
 - (4) City clerk;
 - (5) City engineer;
 - (6) Development services director;
 - (7) Finance director/treasurer/comptroller;
 - (8) Health officer/director;
 - (9) Human resources director;
 - (10) Information technology administrator;
 - (11) Parks, recreation and forestry director;
 - (12) Public works director.

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

Section 3. This ordinance shall take effect on January 1, 2025, after its passage and
publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of
December, 2024.

Ordinance #24-26

Page 2 of 2

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 12/10/2024

Publication Date: _____

Effective Date: 01/01/2025



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #24-103 Approving Reclassification of Senior Building Inspector position to Building Inspector Manager and Authorizing Corresponding Adjustment to Compensation Plan Grade Level.

ATTACHMENTS:

- Reso24-103 (PDF)
- Reclassify Building Inspector to Manager Level (PDF)

RESOLUTION #24-103

APPROVING RECLASSIFICATION OF SENIOR BUILDING INSPECTOR POSITION
TO BUILDING INSPECTOR MANAGER AND AUTHORIZING CORRESPONDING
ADJUSTMENT TO COMPENSATION PLAN GRADE LEVEL

WHEREAS, as a result of a new Code Enforcement position being added to the Development Services Department in 2025, it recommended to reclassify the Senior Building Inspector position to Building Inspection Manager, creating management level responsibilities over both the Building Inspector and Code Enforcement Specialist, for greater efficiency and more effective operations within the department; and

WHEREAS, to accommodate the additional supervisory responsibilities resulting from the reclassification, the Building Inspection Manager position will warrant a corresponding increase of one pay grade level; and

WHEREAS, the cost of reclassification is allocated in the 2025 budget; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby amends its Classification and Compensation Policy by reclassifying the position of Senior Building Inspector to Building Inspection Manager, with a corresponding pay grade adjustment from Grade L to Grade M of said Plan Grade Order List.

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 17th day of December, 2024.

Resolution #24-103
Page 2 of 2

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 12/10/2024

CITY OF DE PERE MEMO



To: Finance and Personnel Committee
From: Shannon Metzler, Human Resources Director
Daniel J. Lindstrom, AICP, Development Services Director
Date: December 10, 2024

RE: **Recommendation and Possible Action to Reclassify the Senior Building Inspector to a Building Inspector Manager**

Note: At the December 10, 2024, Finance/Personnel Committee the below recommendation was approved unanimously.

In the 2025 budget a new Code Enforcement Position was added to the Development Services Department. In the Development Services Department, there are following specialties: GIS (2 employees including 1 manager level) Planning and Zoning (1 employee), Housing and Economic Development (1 employee) and Building Inspection (3 employees including the new position).

We recommend reclassifying the Senior Building Inspector position to a manager level and having the Building Inspector as well the new Code Enforcement position report to that position. Having a manager level position would be in line with other departments similar in size to the City of De Pere. Adding supervisory responsibilities to this position would warrant increasing the pay grade one level, from level L to level M. This change would become effective the first payroll in 2025.

The cost to reclassify the position is approximately \$2,300 and is allocated in the 2025 budget.

If you have questions in advance of the meeting, please contact either Daniel Linstrom or Shannon Metzler.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Attorney

FROM: Amy Darnick

SUBJECT: Resolution #24-104 Authorizing First Amendment to Development Agreement (Gypsum Management and Supply - Builders Court; Parcel Nos. WD-L176-1 & WD-1138).

On May 2, 2024, the City entered into a Development Agreement with Developer Gypsum Management and Supply, aka, Badgerland Supply, concerning the purchase/combination of property located on Parcel Numbers WD-L176-1 and part of WD-1138 for the construction of 16,000 square foot building on the Property. The parties closed on the property purchase in late September/early October and as a result of the timing, the Developer is now requesting to amend certain dates in the Development Agreement concerning valuation. Staff has reviewed the Developer's request and is agreeable to amending the dates, which also includes additional time for the City to amend TID number 12 as part of its obligations under the Agreement. Staff is recommending approval of the attached First Amendment to the Development Agreement.

At the 12-10-24 Finance Personnel Meeting, It was approved to amend the Development Agreement with Gypsum Management and Supply- Builders Court (Parcel Nos. WD-L176-1 & WD-1138) with a 5-0 vote.

ATTACHMENTS:

- Reso24-104 (PDF)
- First Amendment to DA 12.4.24 - draft 2 (DOCX)
- TID #12-Gypsum Management and Supply, Inc. (Part of WD-1138) (PDF)

RESOLUTION #24-104

AUTHORIZING FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Gypsum Management and Supply – Builders Court; Parcel Nos. WD-L176-1 & WD-1138)

WHEREAS, the City of De Pere (“City”) and Gypsum Management and Supply, Inc. (“Gypsum”) are parties to a Development Agreement Regarding Building Development dated May 2, 2024, concerning the purchase of a portion of Parcel No. WD-1138, to be combined with Parcel WD-L176-1, for construction of a 16,000 square foot building; and

WHEREAS, the City and Gypsum wish to amend said Agreement to allow Developer to amend certain dates in the Development Agreement concerning valuation and completion, as well as for the City to amend TID #12, in order to add the subject property, as part of its obligations, pursuant to the terms and conditions of the attached First Amendment to Development Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute such First Amendment to Development Agreement (Gypsum Management and Supply – Builders Court; Parcel Nos. WD-L176 & WD-1138) 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 17th day of December, 2024.

Resolution #24-104

Page 2 of 2

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 12/10/2024

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
GYPSUM MANAGEMENT AND SUPPLY - Builders Court
Parcel Nos. WD-L176-1 & WD-1138**

WHEREAS, the City of De Pere (“City”) and Gypsum Management and Supply, Inc. (“Developer”), hereinafter “the Parties”, entered into a Development Agreement (the “Agreement”), dated May 2, 2024; and

WHEREAS, the Parties wish to amend the Agreement subject to the terms and conditions as set forth below.

NOW THEREFORE, upon the mutual promises and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement by adding the following:

1. **Section I.B.** The definition of “Assessed Increment Value” shall be amended by deleting “January 1, 2025” and replacing it with “January 1, 2026”.
2. **Section I.M.** The definition of “Minimum Annual Property Tax Payment” shall be amended by deleting 2025 tax year (payable in 2026) and replacing it with “2026 tax year (payable in 2027)”.
3. **Section I.R.** The definition of “Substantial Completion” shall be amended by deleting “December 31, 2024” and replacing it with “December 31, 2025.”
4. **Section III.D.** The first sentence shall be amended by deleting it and replacing it to read as follows: “The Project shall be Substantially Completed no later than December 31, 2025, and subject to Total Assessed Value as of January 1, 2026.”

5. **Section III.F.1.** The date of “January 1, 2025” in this Section shall be deleted and replaced with “January 1, 2026”.
6. **Section III.F.2.** This Section shall be amended by replacing the dates as follows:
“...commencing with the 2026 tax year (payable in 2027.)”
7. **Section III.F.4.b.** This Section shall be amended by deleting the dates and replacing those dates as follows: “...any tax year on and after January 1, 2026,” ...and “...commencing with tax year 2026 (payable in 2027.)”
8. **Section IV.A.3.** This Section shall be amended by deleting its sentence and replacing it to read as follows: “Subject to the Joint Review Board’s discretion and approval consistent with Wisconsin Statute §66.1105 et. seq. by no later than September 30, 2025, City shall amend TID 12 to include the Subject Parcel as whole parcels to be within the TID.”

All other terms and conditions of the Agreement remain in full effect and unchanged by this First Amendment.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the _____ day of _____, 2024.

CITY OF DE PERE

By:

James G. Boyd Mayor

Carey E. Danen. City Clerk

State of Wisconsin)
 : SS
Brown County)

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

Notary Public, State of Wisconsin
My commission expires on _____

DEVELOPER:**Gypsum Management and Supply, Inc.**

By:

Name: _____

Title: _____

State of Georgia)
 : SS
_____County)This instrument was acknowledged before me on the _____ day of _____, 2024, by
_____ of Gypsum Management and Supply, Inc._____
Notary Public, State of Georgia
My commission expires on _____.

**DEVELOPMENT AGREEMENT REGARDING BUILDING DEVELOPMENT BETWEEN
THE CITY OF DE PERE AND GYPSUM MANAGEMENT AND SUPPLY, INC.
(Parcel Numbers WD-L176-1 & WD-1138 – Builders Court)**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this 2nd day of May, 2024, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and GYPSUM MANAGEMENT AND SUPPLY, INC., a Georgia corporation ("Developer"). City and Developer are each a "Party" to this Agreement, and may be referred to herein, collectively, as the "Parties".

RECITATIONS

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

WHEREAS, in 2015, the City created Tax Incremental District No. 12, as and for the benefit of mixed use development within the District (as hereinafter defined) as described in the subsequent Amended Boundary and Project Plans for TID #12 adopted in 2021; and

WHEREAS, Developer is in need of purchasing property to attach to existing property to construct a building of a minimum of 16,000 square feet; and

WHEREAS, the City intends to amend the Boundaries and Project Plan for TID No. 12 to include the development and initiate the TID amendment process pursuant to Wis. Stat. §66.1105 et. seq, which is subject to Joint Review Board approval; and

WHEREAS, the development described above and more fully in this Agreement will promote the revitalization and economic stability of TID #12 and the City as a whole; and

WHEREAS, Developer's ability to construct and use or occupy the new building would not be viable and this development would not occur in the City but for the City's commitment to reimburse Developer for significant site acquisition and development expenses associated with site assembly; and

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

WHEREAS, the City believes it is appropriate to use tax increments from the District to provide for the construction of certain improvements to the Subject Property (as defined below) in and for the benefit of TID #12 to facilitate development and redevelopment within the district and to provide financing for portions of such improvements and redevelopment; and

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

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the District to serve the District; and

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

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

Development Agreement
Page 2 of 30

the Parties agree as follows:

I. DEFINITIONS

- A. **"Total Assessed Value"** means the anticipated initial value placed upon the Building Development as determined pursuant to Wisconsin Statutes, Chapter 70. The projected Total Assessed Value for the Building Development is Two Million Five Hundred Four Thousand Nine Hundred Dollars and no/00 Cents (\$2,504,900.00).
- B. **"Assessed Increment Value"** means the total assessed increment value placed upon the Building Development by the State of Wisconsin under Wis. Stats. §70.995. If the Assessed Increment Value of the Building Development as of January 1, 2025, and through the term of this Agreement is less than Eight Hundred Thousand Dollars and no/00 Cents (\$800,000.00) more than the Base Assessed Value, the Deficit Payment (defined below) provisions of Paragraph III.F.3 shall apply.
- C. **"Base Assessed Value"** means the total 2023 Assessed Value of the tax parcels comprising the Building Development in the amount of One Million Seven Hundred and Four Thousand Nine Hundred Dollars and no/00 Cents (\$1,704,900.00).
- D. **"Building Development"** means the Subject Property together with the Project improvements contemplated by the Parties and as approved by the City Development Services Department and/or City Plan Commission.
- E. **"Certificate of Occupancy"** means the certificate issued by the City Development Services Department upon Substantial Completion of the Building Development so as to permit occupancy of the same.
- F. **"City"** means the City of De Pere, Wisconsin, a municipal corporation.

Development Agreement
Page 3 of 30

- G. **"Deficit Payment"** means either (i) the payment of the difference between the taxes paid on the Assessed Increment Value of the Building Development and those taxes that would have been paid on the Guaranteed Value of the Building Development, as defined in and calculated under Paragraph III.F.1. or (ii) the payment of the difference between the taxes paid on the guaranteed increment revenue of the Project and those that were paid based on the annual tax bill as defined in and calculated under Paragraph III.F.4.
- H. **"Developer"** means GYPSUM MANAGEMENT AND SUPPLY, INC., a Georgia corporation.
- I. **"District and/or TID #12"** means City of De Pere Tax Incremental District No. 12 as amended, which is statutorily scheduled to close as of September 1, 2035.
- J. **"Final Plans"** means the plans and specifications for the Building Development, as approved by the City Development Services Department and/or City Plan Commission.
- K. **"Force Majeure"** means a delay in achieving Substantial Development as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including strikes, war, acts of nature, acts of God, pandemics, epidemics, supply chain delays, or other forces majeure. Force Majeure shall not work to extend the implementation of the Property Valuation Warranties under Paragraph III.F.
- L. **"Guaranteed Value"** means Two Million Five Hundred Four Thousand Nine Hundred Dollars and no/00 Cents (\$2,504,900.00).
- M. **Minimum Annual Property Tax Payment** means the minimum yearly total real and personal property tax payment owing on the Building Development commencing with the 2025 tax year (payable in 2026) based on the Total Assessed Value multiplied by the

Development Agreement
Page 4 of 30

current mill rate. The Minimum Annual Property Tax Payment under this Agreement is Thirty-Eight Thousand Four Hundred Dollars and no/00 Cents (\$38,400.00).

- N. **"Project"** means the construction of a building on Parcel Numbers WD-L176-1 and part of WD-1138 of not less than 16,000 square feet with zoning code appropriate façade materials. The building as constructed hereunder, together with the Subject Property, comprises the Building Development.
- O. **"Project Reimbursement Grant"** has the meaning given in Section IV.A.2.
- P. **"Project Incentives"** means the Developer Site Assembly Grant and the Project Reimbursement Grant provided to Developer as set forth in Section IV.
- Q. **"Subject Property"** means Parcel Numbers WD-L176-1 and part of WD-1138, as more particularly described on Exhibit A attached hereto and incorporated herein.
- R. **"Substantial Completion"** means that a Certificate of Occupancy for the Project has been issued by the City Building Inspection Department and Developer has received written confirmation from the Zoning Administrator that the Project has been completed in accordance with the Final Plans, including, but not limited, to light plan, lighting plan, landscape plan, which shall be no later than December 31, 2024.
- S. **"Term of the Agreement"** means through the end of TID #12.

II. PURCHASE OF REAL ESTATE

- A. **The Subject Parcel.** Developer agrees to purchase, and City agrees to sell, the Subject Property.
- B. **Purchase Price.** The purchase price for the Subject Property shall be the amount of Thirty-Eight Thousand Four Hundred Dollars and no/00 Cents (0.96 acres multiplied by

Development Agreement
Page 5 of 30

\$40,000.00 per acre equals \$38,400.00) in consideration of City providing Developer with a Site Assembly Cost Reimbursement Grant at closing as described further in Section IV.A.1. of this Agreement. The purchase price is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Property. Developer shall coordinate the location of necessary laterals with the City Engineering Division for connection to any such municipal improvements.

C. Closing Procedure. Closing of the sale of the Subject Property (the "Closing") shall take place at the City Attorney's Office, De Pere City Hall, 2nd Floor, or by escrow such that the Parties need not be present, on or before May 31, 2024, unless the Parties agree otherwise in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Property (collectively, "Conditions Precedent"), each of which must be satisfied or waived in writing by Developer at or prior to Closing:

1. **Evidence of Title/Title Defects.** City shall, at its own expense, provide an ALTA owner's title insurance policy (the "Title Policy") for the Subject Property to be conveyed and shall forward a copy of the title commitment or proforma of such Title Policy to Developer at least thirty (30) calendar days prior to Closing. The Title Policy shall provide coverage in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be as provided in Section II.C.3. City shall, at its cost and

Development Agreement
Page 6 of 30

expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the Closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of Closing, Developer may, at its election, terminate this Agreement or postpone the Closing for a period of time designated by Developer to allow City to cure such defects.

2. **Closing Costs.** City shall pay all Closing costs usually and customarily paid by sellers of property in Wisconsin, including the cost of the title search and Title Policy as provided herein and any transfer taxes due.
3. **Conveyance of Title.** City shall convey insurable fee simple title to Developer by good and sufficient warranty deed as of the date of Closing, free and clear of all liens and encumbrances except the following:
 - a. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the Subject Property.
 - b. Easements of record, provided the same do not restrict or interfere with the intended use of the Subject Property.
 - c. Obligations contained in this Agreement.

In the event that such Conditions Precedent are not satisfied on or before the Closing, Developer may, at its election, terminate this Agreement or postpone the Closing for a

Development Agreement
Page 7 of 30

period of time designated by Developer to allow for satisfaction of the Conditions Precedent.

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

E. [Reserved]

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

1. Pending Environmental Law Litigation. City has not violated, is not violating, and has not been threatened with or received notice or charge asserting any violation of the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation Recovery Act of 1976 ("RCRA"), the Federal Comprehensive

Development Agreement
Page 8 of 30

Environmental Responsibility Cleanup and Liability Act of 1980 ("CERCLA"), the Toxic Substance Control Act of 1976, or any other federal, state, local, or foreign laws, including the rules and regulations thereon regulating or otherwise affecting the environment ("Environmental Laws") as the same may have been amended prior to the date thereof. The City has no reason to believe that any asbestos, urea-formaldehyde, or polychlorinated biphenyl is present at or under the Subject Property.

2. Disposal of Substances. City has not disposed of any substances in any manner on the Subject Property which may form the basis for any present or future claim based upon current environmental laws of any demand or action seeking cleanup of any site, location or body of water, surface or subsurface, under any environmental laws which may subject City, Developer or the Subject Property to claim for damages.
3. Septic Systems/Landfill. City does not believe that any septic systems exist on, in, or under the Subject Property. City has not used the Subject Property as a landfill or dump site which involved the disposal of solid waste in a manner which may materially impact the value of the Subject Property nor does City have any present knowledge that any third party has so used the Subject Property.
4. Above or Underground Storage Tanks. No above or underground storage tanks containing either a "regulated substance" (as defined in 40 CFR, Section 280.12), or "hazardous waste" (as defined under RCRA) have been

Development Agreement
Page 9 of 30

installed in the Subject Property by City or its agents or employees. City does not believe that any such tanks existed on or under the Subject Property at any time in the past. City has no present knowledge of any “hazardous substances” (as defined under CERCLA) or “hazardous waste” (as defined under RCRA), or “petroleum based substances” (as defined in 40 CFR, Section 280.12) being spilled, leaked, discarded, or otherwise deposited on the Subject Property. City has no present knowledge that such spill, leak, discharge, or deposit occurred prior to City’s ownership or use of the Subject Property. City has no reason to believe that any of the property is contaminated by “regulated substances” (as defined in 40 CFR, Section 280.12) or has “hazardous waste” (as defined in RCRA) originated from off-site sources of such substances.

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

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

- A. **TID #12 Amendment.** Developer’s obligations under this Agreement shall be contingent

Development Agreement
Page 10 of 30

on the approval of the TID #12 Amendment adding the Subject Property to TID #12.

B. Plan Commission Project Site Plan Approval. Developer shall take all steps reasonably necessary to obtain City Development Services Department and/or City Plan Commission approval of the Project to enable construction to commence and proceed so as to achieve Substantial Completion of the Project on or before January 1, 2025, subject to Force Majeure. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the City Development Services Department and/or City Plan Commission and shall be constructed in compliance with all applicable federal, state and local codes together with all conditions and requirements of the City Plan Commission. Developer's obligations under this Agreement shall be contingent on obtaining approval of the Project plans by City Development Services Department and/or City Plan Commission and all other required State approvals and City agrees to not unreasonably withhold, condition or delay any approval of the Project plans.

C. Commencement of Construction and Substantial Completion. Developer shall commence construction of the Project no later than September 1, 2024, so that it is Substantially Completed consistent with the Project Completion requirements of Section III.D.

D. Substantial Completion. The Project shall be Substantially Completed no later than December 31, 2024, and subject to Total Assessed Value as of January 1, 2025. The City Building Inspection Department and the Zoning Administrator shall each perform any and all required inspections necessary for achievement of Substantial Completion within five (5) business days after notice from Developer that the Project has been completed.

Development Agreement
Page 11 of 30

E. Failure to Commence Construction or Substantially Complete.

1. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of this Agreement, City may notify Developer of such failure.
2. Repurchase of Subject Parcel or Return of Site Assembly Grant. If after thirty (30) days of mailing of such notice Developer has not cured the default, City may, in its sole discretion, by written notice to Developer either repurchase the Subject Property or require that the Site Assembly Grant to Developer be returned to City as follows:
 - a. If the City determines to repurchase the Subject Property, it is entitled to do so for the price paid by Developer for the Subject Property along with pursuing recovery or remedies at law or equity, including recovery of (1) the Site Assembly Grant paid to Developer, (2) real property taxes due for the period the Subject Property was owned by Developer and (3) liens or judgments of record attributable to Developer. Developer shall, in addition, pay all usual and customary closing costs of a seller of property in Wisconsin. The parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the Subject Property.
 - b. If the City repurchases the Subject Property, all improvements to the Subject Property shall become that of the City and Developer

shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the Subject Property as a result of Developer's ownership or construction efforts thereon.

- c. If the City determines to not repurchase the Subject Property, Developer, on behalf of its successors and assigns agrees to and shall repay City the Site Assembly Grant paid to Developer, plus interest thereon at the statutory rate from the date the Site Assembly Grant was made to the date repaid. Should Developer fail to do so within 60 days of City's demand therefore, Developer agrees that City may obtain a Judgment against it for the amount of Site Assembly Grant advanced plus said interest.
- d. Upon either the repurchase of the Subject Property by City or the repayment of the Site Assembly Grant, plus said interest, this Agreement shall terminate, and the Parties shall have no further obligations to each other except such obligations that expressly survive termination of this Agreement.

- 3. Force Majeure. If Developer is delayed from achieving Substantial Completion as required in this Agreement due to a Force Majeure event, the rescission and repurchase or return of Site Assembly Grant provisions of this sub-paragraph shall be postponed by the period of such delay. This paragraph is intended to be in addition to all other remedies available to the City at law or equity. This paragraph shall not apply to the dates

Development Agreement
Page 13 of 30

applicable to the Minimum Assessed Value under Section III.F.1 or the Minimum Annual Property Tax Payment under Section III.F.2.

F. Project/Subject Property/Building Development Value Warranties.

1. Guaranteed Value. Developer warrants and agrees that the Guaranteed Value of the Building Development as of January 1, 2025, shall be not less than Two Million Five Hundred Four Thousand Nine Hundred Dollars and no/00 Cents (\$2,504,900.00). This January 1, 2025, date for the Building Development to have an Assessed Value not less than the Guaranteed Value is not subject to Force Majeure. To that end, Developer, for itself and its successors and/or assigns, hereby waives all right to appeal the Assessed Value of the Building Development, whether to the City, State of Wisconsin or any other jurisdiction or venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, and/or the assessed value of the Building Development below the Guaranteed Value for the duration of TID #12. If the Assessed Value of the Building Development is less than the Guaranteed Value, Developer, on behalf of itself and its successors and/or assigns, agrees that the Deficit Payment provisions of Paragraph III.F.4 ("Deficit Payment Calculation") shall apply.
2. Minimum Annual Property Tax Payment. Developer, for itself and its successors and assigns, obligates itself to pay the Minimum Annual Property Tax Payment of not less than Thirty-Eight Thousand Four Hundred

Development Agreement
Page 14 of 30

Dollars and no/00 Cents (\$38,400.00) in tax on the real property comprising the Building Development, commencing with the 2025 tax year (payable in 2026.)

3. Property to Remain Taxable. For the Term of the Agreement, Developer, on behalf of itself and/or its successors and assigns, hereby agrees that they shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project or Building Development to an entity whereby such sale or lease would cause such portion of the Project or Building Development to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns during the Term of this Agreement. Developer further agrees to place a restriction in any deed conveying the Subject Property or the Building Development during the Term of this Agreement prohibiting any use of such property during the Term of this Agreement which would cause the Project or the Building Development or any portion thereof to become tax exempt. Should the Project or Building Development nevertheless become tax exempt, Developer, for itself and its successors and/or assigns, hereby agrees that a Deficit Payment shall then be made by the owners or Developer of the Building Development in accordance with the process set out in Paragraph III.F.4
4. Deficit Payment Calculation. Calculations of any Deficit Payment required

Development Agreement
Page 15 of 30

under this Agreement shall be as follows:

a. If Assessed Value falls below the Guaranteed Value:

The Assessed Value of the Building Development shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mill rate for all taxing jurisdictions established for each tax year for the west side of De Pere, the product of which shall be the total Deficit Payment, due and payable on or before August 31 of the year due.

If the Deficit Payment is not fully paid by August 31 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

b. If Annual Revenue Value falls below the Guaranteed Revenue

Value: Should Developer's Annual Property Tax Payment for any tax year on and after January 1, 2025, not meet the \$38,400 Minimum Annual Property Tax Payment, Developer, and its successors and assigns, shall make a Deficit Payment to the City equal to the difference between \$38,400 and the Annual Property Tax Payment for each year the Minimum Annual Property Tax Payment is not met. The Deficit Payment shall be due and payable in full on or before July 31 of each year due (commencing with tax year 2025 and payable in 2026).

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

1. it is a Georgia corporation duly incorporated and validly existing, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the States of Georgia and Wisconsin; and
2. it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement; and
3. the execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and
4. this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms; and
5. it will use commercially reasonable efforts to diligently pursue completion of the development and construction of the Building Development in a good and workmanlike manner and in accordance with all acceptable

Development Agreement
Page 17 of 30

- statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Building Development; and
6. subject to any required consent from architects and engineers, it grants to City a non-exclusive, irrevocable, and royalty-free license to hold and/or use the Final Plans regarding the Building Development as a template for any future City development purpose; and
 7. it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; and
 8. it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within twenty (20) days after obtaining knowledge of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require; and
 9. it will take all reasonable steps to forestall claims of lien against the Subject Property (any part thereof or right or interest appurtenant thereto) or any

personal property and fixtures located or used in connection with the Subject Property; and

10. it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Subject Property in at least the amount of the full replacement, completed value of the improvements on the Subject Property; and
11. it will pay and discharge all taxes, assessments and other governmental charges upon the Subject Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Subject Property; and
12. it will promptly furnish to the City written notice of any litigation or threatened litigation affecting the Property or in which a Judgment would reasonably be expected to have a material adverse effect on Developer's financial condition; and
13. it shall deliver to the City revised statements of estimated costs of the construction for Building Development showing material changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer; and
14. it shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related

Development Agreement
Page 19 of 30

to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and

15. to Developer's actual knowledge, no litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Developer are pending or threatened, and no other event has occurred, which is reasonably expected to have, individually or collectively, a material adverse effect on Developer's financial condition; and
16. the person(s) signing this Agreement on behalf of Developer has the full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement; and
17. that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

H. Landscaping. Developer shall be responsible for landscaping on the Subject Property, including trees, shrubs, seeding, or sod related to the improvements, in accordance with the Final Plans. Developer shall complete all landscaping before the City may issue any payment for the Project Reimbursement Grant.

I. Utilities. Developer shall install, or have installed, all private utilities including without limitation electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Building Development.

- J. **Laterals.** Developer shall install, or have installed, all sanitary sewer and water laterals on the Subject Property, as well as connections of such laterals to new or existing sewer and water mains, each to the extent required by the Final Plans.
- K. **Storm water.** Developer shall install, or have installed, all storm water drainage systems and facilities on the Subject Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities. City agrees that Developer may utilize existing storm water infrastructure on the Subject Property and may tie into the City storm water and sewer lines in accordance with the Final Plans and as approved by the City Engineer.
- L. **Erosion.** Developer shall be responsible for all erosion control related to construction of all improvements on the Subject Property.
- M. **Costs.** Except as otherwise expressly provided for herein, Developer shall be responsible for all costs related to the Project to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

IV. CITY OBLIGATIONS

A. Project Incentive.

1. **Developer Site Assembly Grant.** City shall provide Developer at Closing with a Site Assembly Grant in the amount of Thirty-Eight Thousand Four Hundred Dollars and no/00 Cents (\$38,400.00) (the "Site Assembly Grant") to reimburse Developer for the extra-ordinary costs associated with site assembly and other

Development Agreement
Page 21 of 30

construction costs associated with the Project.

2. **Developer Project Cost Reimbursement Grant.** City shall provide Developer with a Project Reimbursement Grant in the amount of Forty Thousand Dollars and no/00 Cents (\$40,000.00) (the "Project Reimbursement Grant") to reimburse Developer for extraordinary costs, including without limitation hard and soft costs, associated with the project and construction costs of the Project. Such Project Reimbursement Grant will be paid to Developer not less than twenty (20) or more than thirty (30) days after the Substantial Completion has been issued for the Project and the Development Services Director has reviewed and verified final construction costs and confirmed all the improvements included with the Final Plans and Section III (F-M) have been completed and/or are in good standing, which such review shall not be unreasonably withheld or delayed and shall be completed within five (5) business days after Substantial Completion. However, at no point shall the Project Reimbursement Grant be issued prior to September 1st of the subject year unless the Developer notifies the City by October 1st of the preceding year that they expect to complete the Project between January 1st and August 31st of the subject year.
3. **AMENDMENT TO TID 12.** Subject to the Joint Review Board's discretion and approval consistent with Wisconsin Statute §66.1105 et. seq. by no later than September 30, 2024, City shall amend TID 12 to include the Subject Parcel as whole parcels to be within the TID.

Development Agreement
Page 22 of 30

- B. Cooperation.** The City agrees to cooperate in the diligent and timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.

V. DEFAULT PROVISIONS

- A. Breach and Cure.** Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Subject to Force Majeure, if a Party believes that a provision of this Agreement has been breached, it shall supply the Party alleged to have breached this Agreement with written notice informing the alleged breaching Party that it has thirty (30) days to cure such breach. If there is no cure of that breach, any Party may bring any action available for any remedy provided in law or equity.
- B. Specific Performance Where Remedy Provided.** Where a remedy is specifically provided in this Agreement, in the event any party fails to perform in compliance with such remedy provision or, subject to Force Majeure, unreasonably delays in performing thereunder and such delay or failure causes damage to another Party, nothing in this Agreement shall prevent one Party from maintaining an action in specific performance to compel the remedy, demanding actual damages for any injury caused by the failure of the other Party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VI. MISCELLANEOUS

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

Development Agreement
Page 23 of 30

B. Assignment. Except upon a conveyance of the Subject Property by Developer in accordance with the terms herein, neither Party may assign this agreement except upon prior written consent of the other Party, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same by the other party and by the De Pere Common Council.

C. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices required under this Agreement shall be mailed by (1) certified mail or (2) overnight delivery to the addresses below and shall be deemed received on the date of mailing. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark:

1. If to Developer:
Gypsum Management and Supply, Inc.
100 Crescent Centre Parkway
Suite 800
Tucker, Georgia 30084
Attn: Real Estate

With a copy to:
Gypsum Management and Supply, Inc.
520 W. South Park Avenue
Oshkosh, WI 54902

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

With a copy to:
City of De Pere
Attn: City Administrator

Development Agreement
Page 24 of 30

335 South Broadway Street
De Pere, WI 54115

or such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section.

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

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

F. Contractual Interpretation. All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

G. Amendment. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then

such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

- H. No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.
- I. Invalid Provisions.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, it is the intention of the Parties that any such covenant, term, condition, or provision may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of the State of Wisconsin. If such modification or amendment is not practicable, it is the intention of the Parties that such covenant, term, condition, or provision be severed from this Agreement with no effect upon the remaining provisions of this Agreement.
- J. Headings.** The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- K. No Waiver; Remedies.** No failure on the part of the either Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

- L. No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the named Parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such Parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.
- M. No Joint Venture.** The City is not a partner, agent or joint venturer of or with Developer.
- N. Recording of a Memorandum of this Agreement Permitted.** A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Brown County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.
- O. Immunity.** Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.
- P. Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The Parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a Party, each Party shall execute and deliver an original, hard-copy version of this Agreement for each Party's permanent files.

(SIGNATURE PAGES TO FOLLOW)

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

CITY OF DE PERE

By:

James G. Boyd
James G. Boyd Mayor

Carey E. Danen
Carey E. Danen, City Clerk

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the 2nd day of May, 2024, by
James G. Boyd, Mayor and Carey E. Danen, City Clerk.

Angela M. Zills

Notary Public, State of Wisconsin

My commission expires on 4/15/2026

DEVELOPER:

Gypsum Management and Supply, Inc.

By:

Kathryn E. Scully
 Name: Kathryn E. Scully
 Title: Vice President

State of Georgia)
 : SS
Cobb County)

This instrument was acknowledged before me on the 30th day of April, 2024, by
Kathryn E. Scully of Gypsum Management and Supply, Inc.

Gloria J. Mueller

Notary Public, State of Georgia
 My commission expires on January 11, 2027



EXHIBIT A

SUBJECT PROPERTY AND MAP

Parcel Number: #WD-L176-1
 #WD-1138 (0.96 Acres)

Address: 1414 Builders Court, De Pere, Wisconsin
 Builders Court, De Pere, Wisconsin

Legal Description: Part of WD-1138

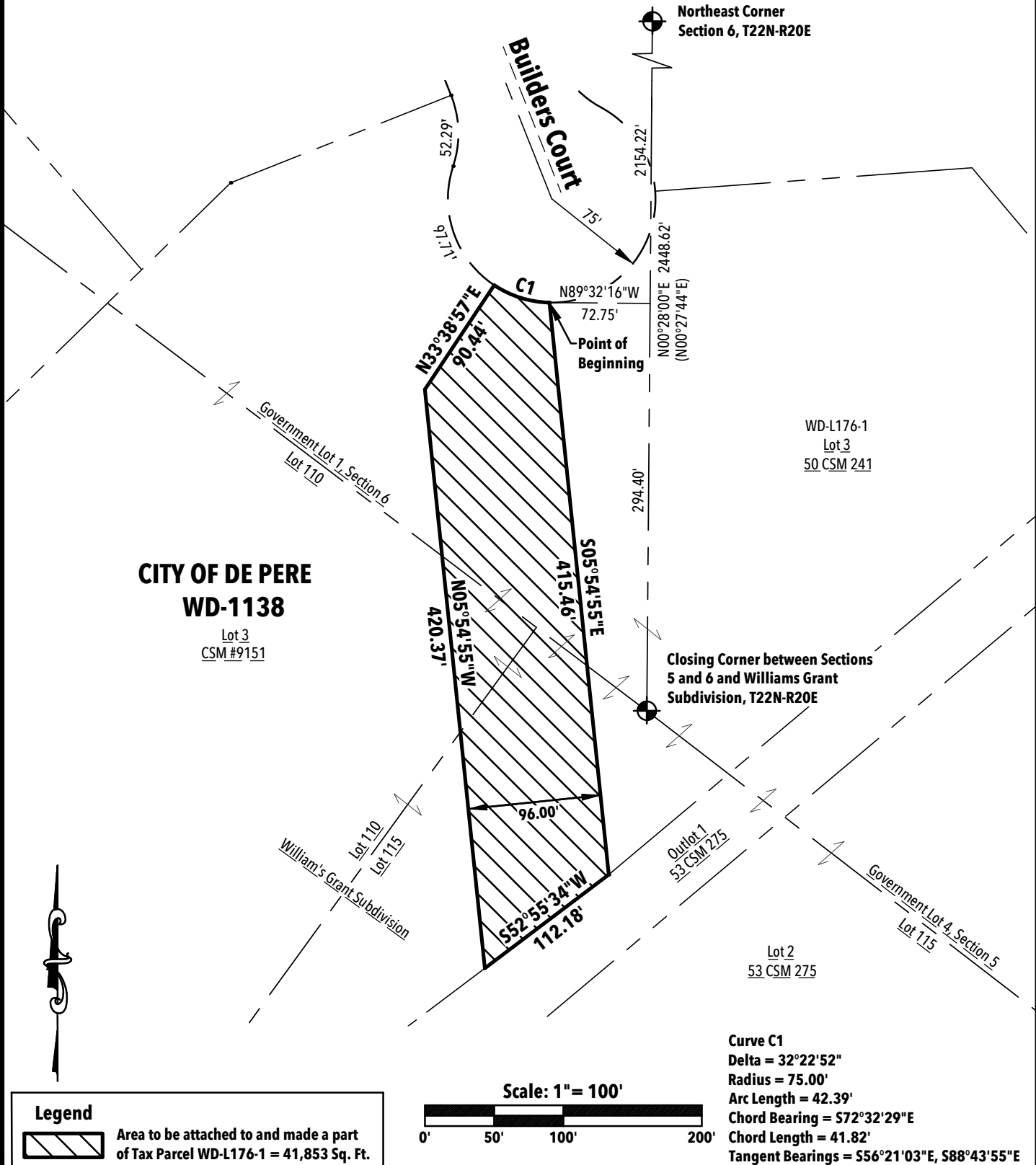
Part of Lot 3, Certified Survey Map Number 9151, Document Number 2891153, located in part of Lot 4, Southbridge Business Park, Volume 21 of Plats, Page 152, Document Number 1775029, all located in part of Lots 110 and 115, William's Grant Subdivision and part of Government Lot 1, Section 6, Township 22 North, Range 20 East, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the closing corner between Section 5 and said Section 6, Township 22 North, Range 20 East and said William's Grant Subdivision; thence N00°28'00"E, 294.40 feet on the east line of said Government Lot 1; thence N89°32'16"W, 72.75 feet to the northeast corner of said Lot 3 also being a point on the south right of way of Builders Court also being the POINT OF BEGINNING; thence S05°54'55"E, 415.46 feet on the east line of said Lot 3 to the eastern most point of said Lot 3; thence S52°55'34"W, 112.18 feet on a southeast line of said Lot 3 to a line that is 96.00 feet west of and parallel to said east line; thence N05°54'55"W, 420.37 feet on said parallel line; thence N33°38'57"E, 90.44 feet to said south right of way; thence 42.39 feet on the arc of a 75.00 foot radius curve to the left, having a long chord which bears S72°32'29"E, 41.82 feet on said south right of way to the Point of Beginning.

Said parcel contains 41,853 Square Feet (0.961 Acres) of land more or less.

Said parcel is to be attached to and made a part of adjacent Tax Parcel WD-L176-1

EXHIBIT 'A'



REL Robert E. Lee
 & Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com



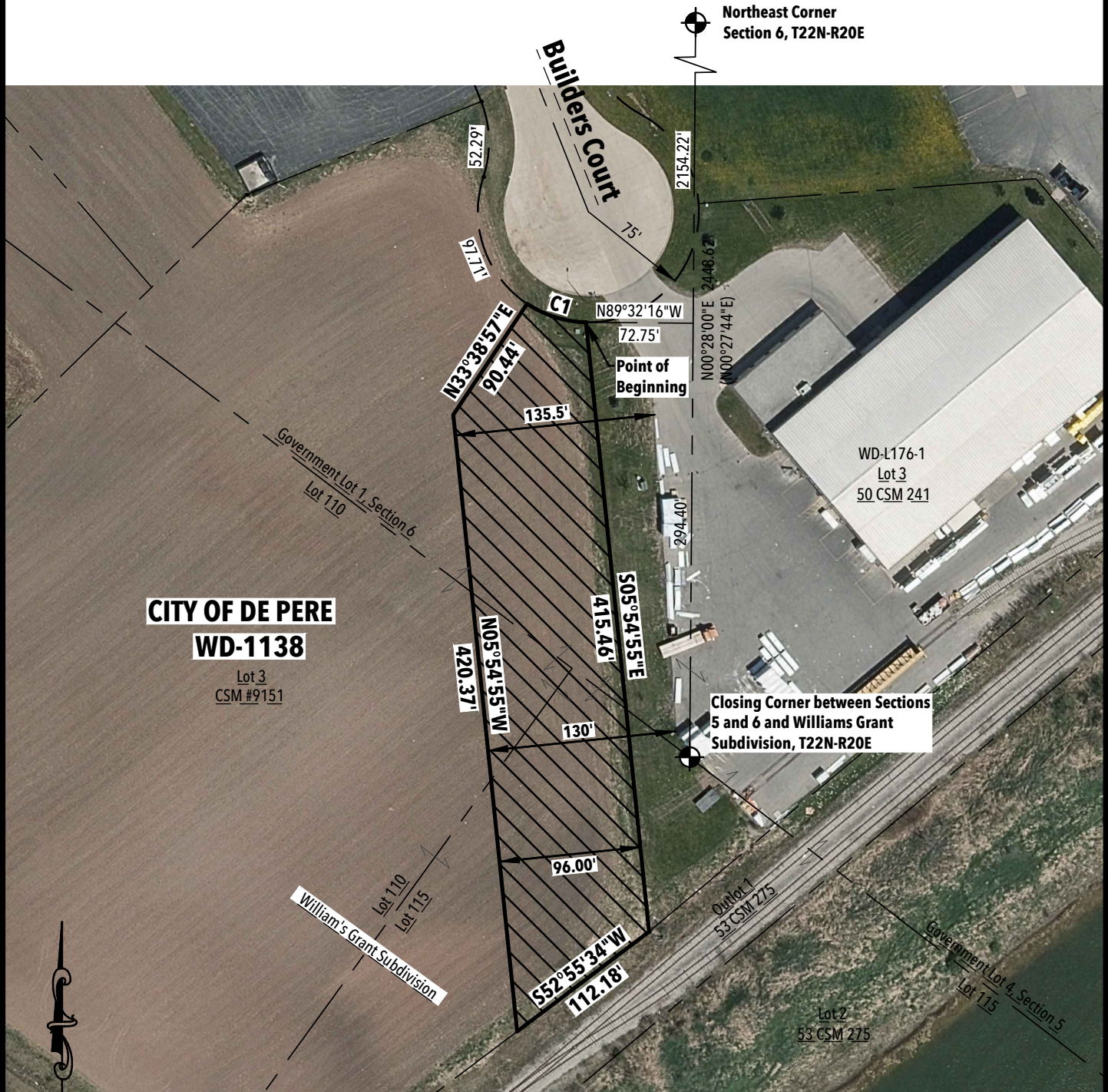
CITY OF DE PERE
 Development Services Department
 335 S. Broadway St.
 De Pere, Wisconsin 54115
 Office (920) 339-4053

Date: 9/06/2023

REL Job #:404486

Exhibit
 Sheet 1 of 1

EXHIBIT 'A'



REL Robert E. Lee
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com



CITY OF DE PERE
Development Services Department
335 S. Broadway St.
De Pere, Wisconsin 54115
Office (920) 339-4053

Date: 9/06/2023

REL Job #:404486

Exhibit
Sheet 1 of 1



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #24-105 Approving Development Agreement Regarding a Mixed-Use Redevelopment between the City of De Pere and 417 Main, LLC.

ATTACHMENTS:

- Reso24-105 (PDF)
- Development Agreement - City Updated 11.12.24 (PDF)
- 417 MAIN AV Information (PDF)

RESOLUTION #24-105

AUTHORIZING DEVELOPMENT AGREEMENT REGARDING A MIXED-USE
REDEVELOPMENT WITH 417 MAIN, LLC
(Parcel WD-888)

WHEREAS, 417 Main, LLC (“Developer”) wishes to enter into an agreement for a redevelopment project that includes renovating the above parcel for mixed-use, including the relocation of an existing business and construction of additional office and residential space located in Tax Incremental District No. 9 (TID #9); and

WHEREAS, Wis. Stats. §66.1105(2)(f), authorizes the expenditure of allowable project costs, such as site assembly reimbursement grant incentives and other cash grants, when made pursuant to a signed development agreement, for the benefit of redevelopment within its TID Districts; and

WHEREAS, the intended redevelopment is consistent with the Project Plan for TID #9 and will be beneficial to the City to promote revitalization and economic stability of the TID and the City as a whole; and

WHEREAS, Developer’s ability to commence construction of the Development Project is contingent upon the City’s commitment to use tax increments from TID #9 to provide financial assistance for portions of such improvements, pursuant to the terms set forth in the attached Development Agreement Regarding a Mixed-Use Redevelopment Between the City of De Pere and 417 Main, LLC; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; and

Resolution #24-105

Page 2 of 2

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Development Agreement Regarding a Mixed-use Redevelopment Between the City of De Pere and 417 Main, LLC, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of December, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 12/12/2023

**DEVELOPMENT AGREEMENT REGARDING A MIXED-USE REDEVELOPMENT
BETWEEN THE CITY OF DE PERE AND 417 MAIN, LLC
(Parcel Number WD-888)**

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and 417 Main, LLC, a Wisconsin Limited Liability Company ("Developer").

RECITATIONS

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

WHEREAS, in 2012, the City created Tax Incremental District No. 9, as and for the benefit of mixed use development within the District; and

WHEREAS, Developer has purchased and owns property in the TID for a redevelopment project that includes renovating the property for a mixed-use project for the relocation an existing business and construction of additional office and residential uses; and

WHEREAS, the development described above and more fully in this Agreement will promote the revitalization and economic stability of TID #9 and the City as a whole; and

WHEREAS, Developer's ability to construct and occupy the renovated property would not be viable and this development would not occur in the City but for the City's commitment to reimburse Developer for site acquisition and development expenses associated with site assembly; and

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

WHEREAS, the City believes it is appropriate to use tax increments from the District to provide for the construction of certain improvements to the property (as defined below) in and for the benefit of TID #9 to facilitate development and redevelopment within the district and to provide financing for portions of such improvements and redevelopment; and

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

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project, including, without limitation, the renovation of the property to a mixed-use of commercial, office, and/or residential uses to serve the Project; and

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

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

I. DEFINITIONS

- A. **“Total Assessed Value”** means the anticipated initial value placed upon the Building Development as determined pursuant to Wisconsin Statutes, Chapter 70. The projected full Assessed Value for the Building Development is Four Hundred Fifty Thousand Dollars and no/00 cents (\$450,000.00).
- B. **“Assessed Increment Value”** means the total assessed increment value placed upon the Building Development by the State of Wisconsin under Wis. Stats. §70.995. If the Assessed Increment Value of the Building Development as of January 1, 2025, and through the term of this Agreement is less than Three Hundred Five Thousand Five Hundred Dollars and no/cents (\$305,500.00) more than the Base Assessed Value, the Deficit Payment (defined below) provisions of Paragraph II.D.4 shall apply.
- C. **“Base Assessed Value”** means the total 2025 Assessed Value of the tax parcel comprising the Building Development in the amount of One Hundred and Thirty-Eight Thousand Five-Hundred dollars (\$138,500).
- D. **“Building Development”** means the Subject Property together with the Project improvements contemplated by the Parties and as approved by the City Development Services Department and/or Plan Commission. (Also referenced in Exhibit A herein).
- E. **“Certificate of Occupancy”** means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.
- F. **“City”** means the City of De Pere.
- G. **“Deficit Payment”** means payment of the difference between the taxes paid on the

Development Agreement
Page 3 of 24

Assessed Increment Value of the Building Development and those taxes that would have been paid on the Guaranteed Value of the Building Development, as defined in and calculated under Paragraph II.E.1. or means the payment of the difference between the taxes paid on the guaranteed increment revenue of the project and those that were paid based in the annual tax bill as defined in and calculated under Paragraph II.E.4

- H. **“Developer”** means 417 Main, LLC.
- I. **“District and/or TID #9”** means City of De Pere Tax Incremental District No. X as amended, which is statutorily scheduled to close as of August 7, 2039.
- J. **“Force Majeure”** means a delay in achieving Substantial Development as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including strikes, war, acts of nature, acts of God, pandemics, epidemics, or other forces majeure. Force Majeure shall not work to extend the implementation of the Property Valuation Warranties under Paragraph II.E.
- K. **“Guaranteed Value”** means Four Hundred Fifty Thousand Dollars and no/00 cents (\$450,000.00).
- L. **Minimum Annual Property Tax Payment** means the minimum yearly total real and personal property tax payment owing on the Building Development commencing with the 2025 tax year (payable in 2026.) The Minimum Annual Property Tax Payment under this Agreement is Seven Thousand and Twenty Dollars and no/00 cents (\$7,020.00).
- M. **“Project”** means the renovation or construction of 417 Main Avenue for first floor commercial uses along with second floor office and residential uses with zoning code appropriate façade materials The building as renovated or constructed hereunder,

Development Agreement
Page 4 of 24

together with the Subject Property, comprises the Building Development.

- N. **“Project Grant”** means the Project Reimbursement Grant provided to Developer as set forth in Paragraph III.A.
- O. **“Project Incentives”** means the Developer Site Assembly Grant and the Project Cost Reimbursement Grant provided to Developer as set forth in Paragraph III.A.
- P. **“Subject Property”** means Parcel # WD-888.
- Q. **“Substantial Completion”** means that a Certificate of Occupancy for the Project has been issued by the City Building Inspection Department and confirmation from the Zoning Administrator that the entire approved site has been complete including, but not limited, to light plan, lighting plan, landscape plan, which shall be no later than December 31, 2024.
- R. **“Term of the Agreement”** means through the end of TID #9.

II. DEVELOPER’S OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

- A. **Plan Commission Project Site Plan Approval.** Developer shall take all steps necessary to obtain City Development Services Department and/or Plan Commission approval of the Project to enable construction to commence and proceed so as to obtain Substantial Completion of the Project on or before January 1, 2025. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the Development Services Department and/or Plan Commission (expected May 1, 2024 – Exhibit A) and shall be constructed in compliance with all federal, state and local codes together with all conditions and requirements of the Plan Commission. Developer’s obligations under this Agreement shall be contingent on Development Services

Development Agreement
Page 5 of 24

Department and/or Plan Commission Approval and all other required City and State approvals.

B. Commencement of Construction and Substantial Completion. Developer shall commence construction of the Project no later than July 1, 2024, so that it is Substantially Completed consistent with the Project Completion requirements of Section II.D.

C. Substantial Completion. The Project shall be Substantially Completed no later than December 31, 2024, and subject to full Assessed Value as of January 1, 2025.

D. Failure to Commence Construction or Substantially Complete.

1. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of this Agreement, City may notify Developer of such failure.

2. Repurchase of Subject Parcel or Return of Site Assembly Grant. If after thirty (30) days of mailing of such notice Developer has not cured the default, City may, in its sole discretion, either repurchase the property or require that the Site Assembly Grant to Developer be returned to City as follows:

a. If the City determines to repurchase the Subject Property, it is entitled to do so for the price paid for the Property along with pursuing recovery or remedies at law or equity, including recovery of the Site Assembly Grant paid to Developer and real property taxes due for the period the Property was owned by Developer and liens or judgments of record attributable to Developer. Developer

Development Agreement
Page 6 of 24

shall, in addition, pay all usual and customary closing costs of a seller of property in Wisconsin. The parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the Subject Property.

- b. If the City repurchases the Subject Property, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the Subject Parcel as a result or consequence of Developer's ownership or construction efforts thereon.
- c. If the City determines to not repurchase the Subject Property, Developer, on behalf of its successors and assigns agrees to and shall repay City the Site Assembly Grant paid to Developer, plus interest thereon at the statutory rate from the date the Site Assembly Grant was made to the date repaid. Should Developer fail to do so within 60 days of City's demand therefore, Developer agrees that City may obtain a Judgment against it for the amount of Site Assembly Grant advanced plus said interest.
- d. Upon either the repurchase of the Subject Property by City or the repayment of the Site Assembly Grant, plus said interest, this Agreement shall terminate and the Parties shall have no further obligations to each other except such obligations that expressly

survive termination of this Agreement.

3. Force Majeure. If Developer is delayed from achieving Substantial Completion as required in this Agreement, and as referred to in this Section, due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or another force majeure event, the rescission and repurchase or return of Site Assembly Grant provisions of this sub-paragraph shall be postponed by the period of such delay. This paragraph is intended to be in addition to all other remedies available to the City at law or equity. This paragraph shall not apply to the dates applicable to the Minimum Assessed Value under Section II.E.1 or the Minimum Annual Property Tax Payment under Section II.E.2.

E. Project/Subject Property/Building Development Value Warranties.

1. Guaranteed Value. Developer warrants the Guaranteed Value of the Building Development as of January 1, 2025, shall be not less than Four hundred fifty thousand dollars (\$450,000.00). This January 1, 2025, date for the Building Development to have an Assessed Value not less than the Guaranteed Value is not subject to Force Majeure. To that end, Developer, for itself and its successors and/or assigns, hereby waives all right to appeal the Assessed Value of the Building Development, whether to the City, State of Wisconsin or any other jurisdiction or venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any

Development Agreement
Page 8 of 24

existing or newly created right in the future under Wisconsin or Federal laws, and/or the assessed value of the Building Development below the Guaranteed Value for the duration of TID #9. If the Assessed Value of the Building Development is less than the Guaranteed Value, Developer, on behalf of itself and its successors and/or assigns, agrees that the Deficit Payment provisions of Paragraph II.E.4 (“Deficit Payment Calculation”) shall apply.

2. Minimum Annual Property Tax Payment. Developer, for itself and its successors and assigns, obligates itself to pay the Minimum Annual Property Tax Payment of not less than Seven Thousand and Twenty Dollars and no/cents (\$7,020.00) in tax on the real property comprising the Building Development, commencing with the 2025 tax year (payable in 2026.)
3. Property to Remain Taxable. For the duration of TID #9, Developer, on behalf of itself and/or its successors and assigns, hereby agrees that they shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project or Building Development to an entity whereby such sale or lease would cause such portion of the Project or Building Development to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer’s successors and assigns. Developer further agrees to place a

restriction in any deed conveying the Project or the Building Development during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or the Building Development or any portion thereof to become tax exempt. Should the Project or Building Development nevertheless become tax exempt, Developer, for itself and its successors and/or assigns, hereby agrees that a Deficit Payment shall then be made by the owners or Developer of the Building Development in accordance with the process set out in Paragraph II.E.4 (“Deficit Payment Calculation”).

4. Deficit Payment Calculation. Calculations of any Deficit Payment required under this Agreement shall be as follows:

- a. If Assessed Value falls below the Guaranteed Value:

The Assessed Value of the Building Development shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mil-rate for all taxing jurisdictions established for each tax year for the west side of De Pere, the product of which shall be the total Deficit Payment, due and payable on or before August 31 of the year due.

If the Deficit Payment is not fully paid by August 31 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

- b. If Annual Revenue Value falls below the Guaranteed Revenue Value: Should Developer's Annual Property Tax Payment for any tax year on and after January 1, 2025, not meet the \$7,020 Minimum Annual Property Tax Payment, Developer, and its successors and assigns, shall make a Deficit Payment to the City equal to the difference between the Annual Property Tax Payment and the Minimum Annual Property Tax Payment for each year the Minimum Annual Property Tax Payment is not met. The Deficit Payment shall be due and payable in full on or before July 31 of each year due (commencing with 2026).

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

1. it is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition; and
2. it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement; and

3. the execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and
4. this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms; and
5. it will expeditiously complete the development and construction of the Building Development in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Building Development; and
6. it grants to City a non-exclusive, irrevocable, and royalty-free license to hold and/or use the Final Plans regarding the Building Development as a template for any future City development purpose; and
7. it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City; and
8. it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer

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

9. it will take all reasonable steps to forestall claims of lien against the Subject Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Subject Property; and
10. it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Subject Property in at least the amount of the full replacement, completed value of the improvements on the Subject Property; and
11. it will pay and discharge all taxes, assessments and other governmental charges upon the Subject Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Subject Property; and

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

17. the person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement; and
18. that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

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

inspections, materials, labor and permit, impact and license fees.

III. CITY OBLIGATIONS

A. Project Incentive.

1. **Developer Project Cost Reimbursement Grant.** City shall provide Developer with a Project Reimbursement Grant of Fifty Thousand Dollars and no/100 cents (\$50,000.00) to reimburse Developer the extra-ordinary costs associated with project and construction costs involved in the Project. Such Project Reimbursement Grant will be paid to Developer not less than twenty (20) or more than thirty (30) days after the Substantial Completion has been issued for the Project and the Development Services Director has reviewed and verified final construction costs and confirmed all the improvements included with the site plan and Section III (f-m) have been completed and/or are in good standing, which such review shall not be unreasonably withheld or delayed. However, at no point shall the Project Grant be issued prior to September 1st of the subject year unless the Developer notifies the City by October 1st of the preceding year that they expect to complete the Project between January 1st and August 31st of the subject year.

- B. Cooperation.** The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.

IV. DEFAULT PROVISIONS

- A. Breach and Cure.** Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Subject to Force Majeure, if a party believes that a provision of this Agreement has been breached, it shall supply the party alleged to have breached this Agreement and the other party with written notice informing the alleged breaching party that it has thirty (30) days to cure such breach. If there is no cure of that breach, any party may bring any action available for any remedy provided in law or equity.
- B. Specific Performance Where Remedy Provided.** Where a remedy is specifically provided in this Agreement, in the event any party fails to perform in compliance with such remedy provision or, subject to Force Majeure, unreasonably delays in performing thereunder and such delay or failure causes damage to another party, nothing in this Agreement shall prevent one party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VI. MISCELLANEOUS

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

B. Assignment. No party may assign this agreement except upon prior written consent of all Parties thereto, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same by the other party and by the De Pere Common Council.

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

1. If to Developer:
417 Main, LLC
1818 Rainbow Ave
De Pere, WI 54115
With a copy to:

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

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

or such other address, within the United States, with respect to a party as that party may

from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

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

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

F. Contractual Interpretation. All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

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

- H. No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.
- I. Invalid Provisions.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- J. Headings.** The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- K. No Waiver; Remedies.** No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
- L. No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.
- M. No Joint Venture.** The City is not a partner, agent or joint venturer of or with Developer.

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

(SIGNATURE PAGES TO FOLLOW)

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

CITY OF DE PERE

By:

James G. Boyd Mayor

Carey E. Danen. City Clerk

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 202_, by
James G. Boyd, Mayor and Carey E. Danen, City Clerk.

Notary Public, State of Wisconsin
My commission expires on _____

417 Main, LLC

By:

Print Name: _____
Title: _____

Print Name: _____
Title: _____

State of Wisconsin)
 : SS
_____ County)

This instrument was acknowledged before me on the _____ day of _____, 2024, by
_____and _____ of 417 Main, LLC.

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

EXHIBIT A**SUBJECT PROPERTY AND MAP**

Parcel Number: #WD-888 (0.073 Acres)

Address: 417 Main Avenue, De Pere, Wisconsin

Legal Description:

UNDERWOOD ADDN E 1/3 OF LOT 3

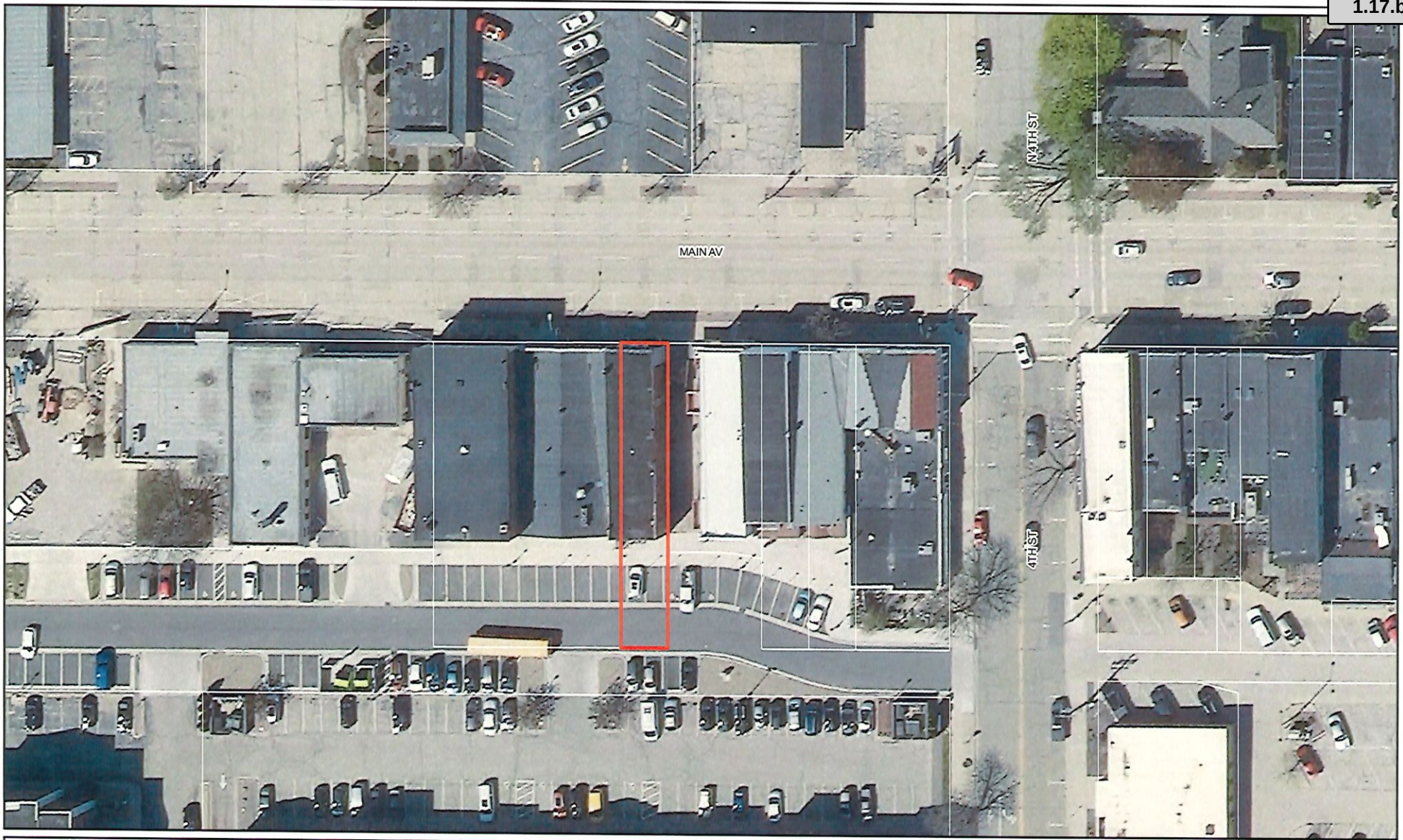


Exhibit A: 417 Main Ave Site Map

City of De Pere

0 0.005 0.01 0.02 0.03 0.04 Miles



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.

File Path:

Data Source: C

417 Main Avenue Development Plan

9/5/23

Development Vision

Gavic Holdings, LLC now owns 417 Main Avenue in downtown De Pere, WI and plans to create a new home for Credo, LLC to move to therefore allowing the creation of an experience-based district at the 301/305 Main Avenue site. It is our plan to relocate the Credo business to the first floor of 417 Main Avenue and create prime office/residential loft space on the second floor.

Scope of Work

- Completely demo all existing interior spaces
- New Roof
- New Windows
- New Storefront
- New bathrooms on both floors
- New Kitchenettes on both floors
- New lighting
- New HVAC
- New finishes
- Paint exterior

Current Property Valuation:

417 Main \$144,500

Development Investment:

417 Main \$250,000 [e-file](#) and printed copy attached

Future Property Valuation

417 Main \$450,000

Building Design

Floor Plans & Elevations [e-file](#) and printed copy attached

Imagery of Design Intent

First and Second Floor [e-file](#) and printed copy attached

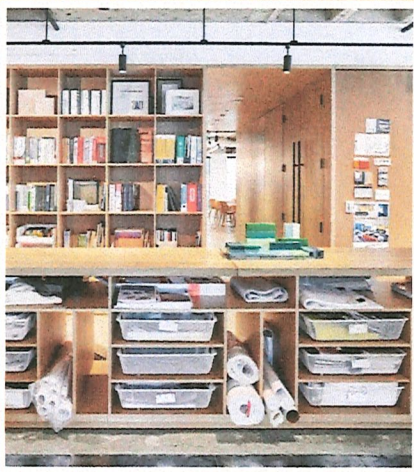
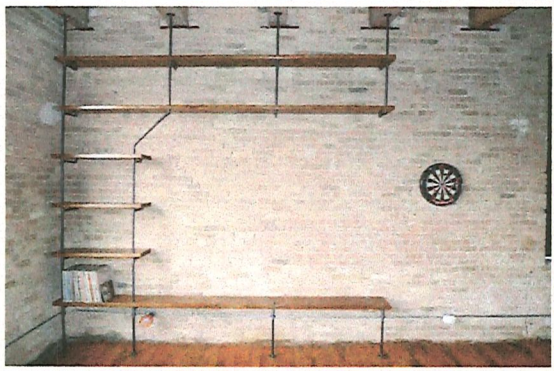
417 Main Avenue Development Project

9/20/2023

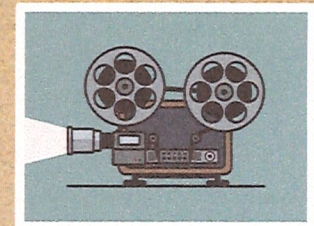
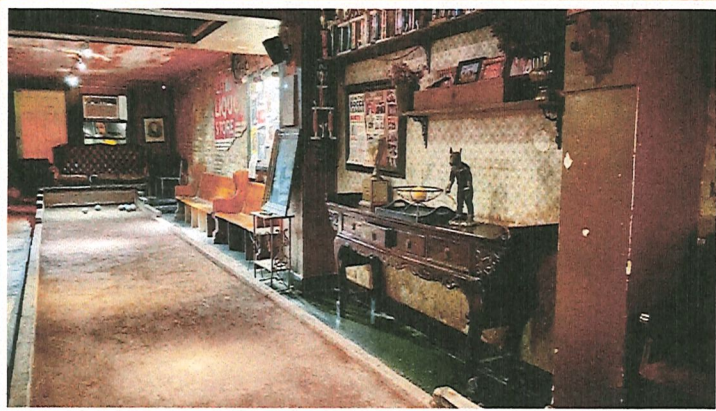
417 Main Avenue

#	Item	Goal	Description	Estimated \$
1	Windows	Improve window asthetic and quality	Replace 10 double hung windows with maintenance free energy efficiaent type	\$10,000
2	Masonry	Enhance brick asthetic and quality	Repair brick and mortor where necessary	\$10,000
3	Storefront	Create new Main entrance	Replace north storefront and window system and eliminate 2nd floor entrance	\$20,000
4	New Roof	Weather protect the building	Install new roof system	\$35,000
5	Exterior Paint	Elevate the building appearance	Paint walls / Mural	\$15,000
6	First floor renovation	Create an design office environment	Renovate first floor with walls, lighting, and access	\$60,000
7	Second Floor Access	Provide securable stairs to second floor office / loft	Demo and construction of landing, walls, flooring and doors	\$10,000
8	Second Floor Renovation	Create a quality rentable office / loft experience	Demo and construction of a two bedroom / two bathroom loft	\$90,000
				\$250,000

417 Main Downstairs (credo workspace)



417 Main Upstairs (something spotted annex)





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: Board of Public Works

FROM: Pamela Manley

SUBJECT: Resolution #24-106 Authorizing First Amendment to Water Utility Billing Services Agreement between the City of De Pere and the Green Bay Water Utility.

The Board of Public Works at the December 9, 2024 meeting approved the First Amendment to Green Bay Water Utility Billing Services Agreement and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso24-106 (PDF)
- Water Utility Billing Services (PDF)
- Green Bay Water Utility Billing Services Agreement-12.3.24 (PDF)

RESOLUTION #24-106

AUTHORIZING FIRST AMENDMENT TO WATER UTILITY BILLING
SERVICES AGREEMENT BETWEEN THE CITY OF DE PERE
AND THE GREEN BAY WATER UTILITY

WHEREAS, the City has contracted with the Green Bay Water Utility since 2015 for water utility billing services; and

WHEREAS, the parties met at the request of Green Bay Water Utility to discuss changes to the agreement, including changes from a quarterly payment structure to monthly, as well as the City paying its actual cost portion of the software program, licensing and upgrades, pursuant to the First Amendment as is attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Water Utility Billing Services Agreement (First Amendment) as is attached hereto, subject to such changes 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 17th day of December, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 12/09/24

CITY OF DE PERE MEMO



To: Honorable Mayor
Members of the Board of Public Works
From: Pam Manley, Finance Director
Date: December 9, 2024

RE: **Consideration and possible action on Green Bay Water Utility Billing Services Agreement**

The City has contracted with the Green Bay Water Utility since 2015 for water utility billing services. At the request of Green Bay Water Utility, we met earlier this year to discuss their proposed changes. After additional discussions and the City Attorney's review we have the attached first amendment for your review and approval.

Notable changes include:

- Payment amount will increase from 2024's quarterly payment of \$21,699 to monthly payments in 2025 of \$3,700 for supplies and \$7,330 for labor. These amounts will increase annually by CPI-W, which is consistent with the prior agreement.
- The City will pay for the City's portion of the cost of the NorthStar software, actual cost of \$21,243.11 for 2025. Not previously paid by the City. Any software upgrade costs for our portion of the licensing will also be paid by us.

Please feel free to contact me prior to the meeting with any questions.

WATER UTILITY BILLING SERVICES AGREEMENT (First Amendment)

THIS AGREEMENT is made and entered into the date set forth herein below by and between the **GREEN BAY WATER UTILITY**, a local governmental body (the “Utility”); and, the **CITY OF DE PERE, WISCONSIN**, a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin (“De Pere”).

RECITALS

WHEREAS, the Utility is the owner and operator of a municipal waterworks system that provides treated potable water for distribution to its customers; and

WHEREAS, De Pere is the owner and operator of a municipal waterworks system that provides treated potable water for distribution to its customers; and

WHEREAS, in connection with the operation of its municipal water works system the Utility also operates and provide water utility billing services for the purpose of billing its customers for utility services; and

WHEREAS, the Utility also provides utility billing services for other municipal utilities; and

WHEREAS, in connection with the operation of its municipal water works system, De Pere also operates and provide water utility billing services for the purpose of billing its customers for utility services; and

WHEREAS, De Pere is desirous of the Utility continuing its customer billing services and providing utility billing to its customers and the Utility is desirous of continuing to provide such services for De Pere, all upon the terms, covenants and conditions set forth herein below.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I SCOPE OF SERVICES

Section 1.1 SERVICES. The Utility shall provide for and on behalf of De Pere water utility billing services as more particularly described on ATTACHMENT “A”

incorporated herein by reference. Such services shall include the processing of Customer Account billings and tax roll notices for water utility services provided by De Pere to its customers; the production of final and quarterly water service invoices where one-third (1/3) of City billed monthly on a quarterly cycle) to De Pere Customers and the distribution of such invoices to De Pere Customers.

Section 1.2 COMMENCEMENT OF SERVICES. The Utility began providing water utility billing services to De Pere in 2015 and shall continue such services under the terms and conditions of this Agreement.

Section 1.3 INDEPENDENT CONTRACTOR. At all times material hereto, the Utility shall be an independent contractor, and no member of the Utility's staff involved in the provision of the services described in Section 1.1 shall be considered an employee of De Pere.

ARTICLE II

TERM AND TERMINATION

Section 2.1 TERM. The term of this Agreement shall commence as of the Effective Date and shall continue until otherwise terminated as made and provided in Section 2.3 hereof.

Section 2.2 EFFECTIVE DATE. The Effective Date of this Agreement shall be January 1, 2025.

Section 2.3 TERMINATION. This Agreement may be terminated by either party upon 180 days prior written notice to the other or in accordance with the Default provisions of Article VII. Upon termination by either party, the Utility shall transmit and return to De Pere all information, whether proprietary or non-proprietary, previously provided by De Pere to the Utility in connection with the services to be rendered hereunder.

ARTICLE III

COMPENSATION

Section 3.1 COMPENSATION. The full description of services to be provided and compensation and fees paid to the Utility therefore shall be as shown and as set forth on ATTACHMENT "A", incorporated herein by reference.

Section 3.2 PAYMENT OF COMPENSATION. The Utility shall provide De Pere with detailed and itemized monthly invoices for all services rendered hereunder within thirty (30) days after each billing cycle hereunder. The Utility also agrees to provide, upon demand and within a reasonable time period, further explanation of any information,

charges or other matters stated on any invoice provided hereunder. Payment of all charges and fees hereunder shall be payable within thirty (30) days after the date of the invoice.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.1 UTILITY REPRESENTATIONS. The Utility does hereby represent and warrant the following:

- (a) Timeliness. The Utility will timely issue final and quarterly water service billing, invoices and tax roll notices to De Pere's Water Utility Customers based on the customer billing information provided by De Pere.
- (b) Access to databases. The Utility shall provide De Pere with a live interactive connection to the billing software and De Pere's customer database, both of which will reside on the Utility's in-house servers. The connection will be accomplished via a fiber optic connection between De Pere and the City of Green Bay.
- (c) Confidentiality. The Utility shall preserve and maintain the confidentiality of all of De Pere's Customer Account information in compliance with and to the extent permitted and required by law. The Utility shall also preserve and maintain the confidentiality of any other information or data it accesses from De Pere computers, software and data storage systems under Section 4.2(a)(2).
- (d) Proprietary Information. The Utility shall preserve and protect any and all proprietary information provided to it by De Pere.

Section 4.2 DE PERE REPRESENTATIONS. De Pere does hereby represent and warrant the following:

- (a) Transition. During the period of any transition from De Pere's in-house billing operations to such billings being handled by the Utility, De Pere shall provide the Utility with access to the following:
 - (1) All pertinent and relevant information regarding its current billing practices and procedures.
 - (2) De Pere's Customer Accounts and information, in whatever form or format such information is currently maintained by De Pere,

including, but not limited to its Utility computers, software and data storage systems.

- (b) Timeliness. De Pere shall provide the Utility with accurate customer meter reading and billing information thirty (30) days prior to the billing date to enable the Utility to process, prepare and distribute De Pere's quarterly billing.
- (c) Customer Accounts. De Pere shall keep accurate and current Customer Account information for its water service customers and shall provide all such information to the Utility and shall timely provide the Utility with any updates, revisions or modifications to that account information.
- (d) Proprietary Information. In connection with the services to be provided hereunder, De Pere shall provide the Utility with access to and, where necessary, the use of any information or systems that De Pere deems and has identified to the Utility as being proprietary.

ARTICLE V RECORDS

Section 5.1 PUBLIC RECORDS LAW. The parties acknowledge that, pursuant to Wis. Sec. 36.63(3), Wis. Stats., all records produced and maintained by Utility pursuant to this Agreement are subject to the Wisconsin public records law to the extent they would otherwise be if maintained by De Pere. The parties agree that, for purposes of Sec. 19.33, Wis. Stats., De Pere is the legal custodian of all such records produced and maintained by Utility hereunder this Agreement.

Section 5.2 RECORDS REQUESTS. If Utility receives a request for access to records created under this Agreement, it shall promptly notify De Pere of the same and transmit by the most efficient method a copy of the request to De Pere. If the request to the Utility is verbal, Utility shall direct the requestor to De Pere. De Pere shall then respond to such request consistent with the public records law.

Section 5.3 ACCESS TO RECORDS. Should De Pere not be able to access the requested record through the live internet connection to Utility software and customer database under Section 4.1(b), De Pere shall request the record from Utility. Utility agrees to, within five (5) business days of De Pere's request, forward such requested documents to De Pere.

ARTICLE VI INDEMNIFICATION

Section 6.1 INDEMNIFICATION BY DE PERE. De Pere shall indemnify, defend and hold harmless the Utility, its officials, officers, commissioners, agents, representatives and employees from and against any and all actions, charges, complaints, proceedings, claims, liabilities, penalties and fines that may arise resulting from billing errors caused by untimely or inaccurate information provided by De Pere.

Section 6.2 INDEMNIFICATION BY UTILITY. The Utility shall indemnify defend and hold harmless the De Pere, its officials, officers, commissioners, agents, representatives and employees from and against any and all actions, charges, complaints, proceedings, claims, liabilities, penalties and fines that may arise resulting from billing errors caused by the negligence or intentional acts of the Utility.

Section 6.3 IMMUNITIES. Notwithstanding any other provision of this Agreement, nothing contained herein is intended to waive or estop either the Utility or De Pere or its insurers from relying upon the limitations, defenses and immunities contained within Wis. Stats. §§ 345.05 and 893.80. To the extent indemnification is available and enforceable, the City or its insurers shall not be liable in indemnity contribution or otherwise for an amount greater than the limits of liability of municipal claims under Wisconsin law.

ARTICLE VII DEFAULT PROVISIONS

Section 7.1 DEFAULT AND NOTICE. If either party fails or neglects to fulfill its responsibilities and obligations hereunder, the other party may serve notice of such default detailing the circumstances leading the sender of the notice to believe a default has occurred. The parties agree to meet to discuss such matter within 15 days of the sending of the notice of default, with the intention of both parties being a settlement of the dispute within 30 days of the first meeting.

Section 7.2 MEDIATION. Should the efforts at settling the dispute not achieve settlement, the parties agree to attempt to settle the dispute through mediation. If the parties cannot agree on a mediator, each shall name a mediator and the two mediators so chosen shall select a third mediator, who shall hear the dispute.

Section 7.3 TERMINATION OF AGREEMENT. Should the dispute not be resolved within 180 days of the notice of default, either party may serve notice of termination of the Agreement upon the other party, which termination shall be effective 60 days from the date thereof unless otherwise agreed by the parties.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 NO ASSIGNMENT. The Utility shall not subcontract, assign or transfer any interest in this Agreement to any third party.

Section 8.3 GOVERNING LAW AND VENUE. This Agreement and the interpretation hereof shall be governed by the laws of the State of Wisconsin. The venue for any dispute regarding this Agreement shall be Brown County, Wisconsin.

Section 8.4 HEADINGS. The headings, titles or captions contained in this Agreement have been inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 8.5 ATTACHMENTS. The Attachment attached hereto is, by this reference, incorporated herein. In case of any conflict between an Attachment to the Agreement and the text of this Agreement, the text of this Agreement shall control.

Section 8.6 NO THIRD PARTY BENEFICIARIES. Except as otherwise explicitly provided by this Agreement, this Agreement does not create any third-party benefits to any person or entity other than the Parties and is solely for the consideration herein expressed.

Section 8.7 AMENDMENTS. This Agreement may not be modified or amended except by a written instrument executed by both Parties.

Section 8.8 TIME OF THE ESSENCE. Because of the nature of the services to be provided hereunder time is of the essence in the performance of all terms and provisions of this Agreement.

Section 8.9 SEVERABILITY. In the event any Article, section, provision or other aspect of this Agreement is held by a court of competent jurisdiction to be invalid, ineffective or unenforceable, and in the reasonable opinion of either Party such event invalidates the purpose or intent of this Agreement, then the balance of this Agreement shall survive only to the extent that the Parties agree, in writing, to a mutually-satisfactory amendment by which they are able to satisfy the intent of this Agreement by alternative means. If, under such circumstances and after good faith negotiations, the Parties are unable to reach such a mutually-acceptable written amendment to satisfy the intent of the Agreement, then this Agreement shall be null and void and of no further legal effect.

Section 8.10 Notices. All notices required or permitted hereunder shall be provided by first class US Mail, addressed to the following:

If to Utility:
 Green Bay Water Utility
 Attn: Utility General Manager
 631 S. Adams St.
 Green Bay, WI 54301

If to De Pere:
 City of De Pere
 Attn: Clerk-Treasurer
 335 S. Broadway St.
 De Pere, WI 54115

Section 8.11 ENTIRE AGREEMENT. This Agreement, including the Attachments hereto, contains the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and matters related thereto, and does hereby supersede and render null and void and of no further force or effect any and all prior agreements, drafts of agreements and understandings between the Parties.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized and empowered representatives have signed and executed this Agreement as of the dates set forth herein below.

Dated: _____ GREEN BAY WATER UTILITY

By: _____
 Brian Powell, General Manager

Dated: _____ CITY OF DE PERE, WISCONSIN:

By: _____
 James G. Boyd, Mayor

By: _____
 Carey E. Danen, Clerk

ATTACHMENT “A”

GREEN BAY WATER UTILITY (GBWU)
UTILITY BILLING SERVICES FOR THE DE PERE WATER DEPARTMENT (DWD)

SERVICES

1. GBWU will host the software and the DWD customer database consisting of approximately 9,600 customers being billed quarterly for water, public & private fire protection & sewer.
2. GBWU will process final and quarterly customer bills from quarterly meter readings received from DWD. One-third of customers will be billed each month.
3. GBWU will print and mail final and quarterly customer bills on full-sheet statements with return payment stubs and return envelopes.
4. GBWU will process, print and mail past due and tax notices according to the GBWU operating guidelines and PSC operating rules.
5. GBWU will supply all envelopes, paper stock and postage for outgoing mailings for bills and notices (past due and tax) sent from the GBWU office. Any non-window envelopes are supplied by DWD.
6. GBWU will train the DWD staff on any software enhancements utilized by DWD.
7. GBWU will process customer payments received via in person, postal mail, ACH, e-checks, online bank checks and credit cards including entry in the customer accounts and generating report journals.
8. GBWU will scan customer checks and customer payment stubs for electronic image storage and electronic image bank deposit.
9. GBWU will prepare and deliver electronic and paper daily deposits to the DWD Associated Bank account.
10. DWD staff will process all payments received at their offices.
11. GBWU will answer DWD customer phone calls regarding water billing issues via a call-forwarding phone arrangement which would transfer the incoming calls from DWD to GBWU.

12. GBWU will prepare customer billing adjustments consistent with DWD policy (which shall be provided to GBWU).
13. GBWU will process late payment charges on overdue accounts for DWD in accordance with PSC regulations authorized.
14. GBWU will schedule move in/move out final readings.
15. GBWU will contact DWD customers by phone and/or by mail to schedule appointments for necessary meter exchanges due to billing. GBWU will create work orders and fax to DWD.
16. GBWU will schedule appointments for leak and other fields related investigations and forward appointment information to DWD field staff. GBWU will create work orders and fax to DWD.
17. GBWU will schedule appointments for all other customer requests (shut-off, turn-on, water quality complaints, etc.) GBWU will create work orders and fax to DWD.
18. GBWU will generate new lists for meter exchanges based off install dates in Northstar and PSC guidelines by meter size.
19. GBWU will maintain the DWD meter information and provide real-time access through billing software to DWD.
20. GBWU will train the DWD staff necessary for viewing accounts, entering payments made at the DWD facility, making adjustments to customer accounts and any other procedures that DWD prefers to handle internally.

COMPENSATION

BASE COMPENSATION. DWD shall pay GBWU for the above services the sum of THREE THOUSAND SEVEN HUNDRED and 00/100 (\$ 3,700.00) DOLLARS per month for paper stock, envelopes, postage and mailing services and the sum of SEVEN THOUSAND THREE HUNDRED THIRTY and 00/100 (\$ 7,330.00) DOLLARS per month for labor. Any additional services not listed above would be billed at the current rate. The Compensation hereunder shall be paid as provided in Section 3.2.

ANNUAL ADJUSTMENT. The charges for services as stated above would increase each year by the CPI-W.

NORTHSTAR SOFTWARE. DWD shall pay for annual software maintenance (2025 = \$21,243.11) based upon the software provider's actual invoiced amount and as provided to DWD by GBWU or the software provider. DWD shall pay for any software upgrades, including software licensing and professional services.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #24-107 Regarding Health Department Fees for 2025.

ATTACHMENTS:

- Reso24-107 (PDF)
- HD Fee Schedule for 2025-26_Proposed (PDF)
- Weights & Measures application.license fees 2025-26 (PDF)

RESOLUTION #24-107

REGARDING DE PERE HEALTH DEPARTMENT FEES FOR 2025

WHEREAS, the City Health Department, pursuant to State statute and City ordinance, performs a variety of services for which fees are charged; and

WHEREAS, the revised fees for services as described on the attached fee schedule, incorporated herein by reference, have been reviewed by the Board of Health.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The attached fees for such services provided by the De Pere Health Department are hereby established in addition to those currently authorized.

BE IT FURTHER RESOLVED THAT:

All fees herein associated with licenses issued by the Health Department shall be effective for the 2025-2026 license year, commencing July 1, 2025. All other fees hereunder shall be effective January 1, 2025.

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 17th day of December, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board Approval: 11/11/2024

City of De Pere Health Department
Fee Schedule

2025-2026 License Year DATCP
(7/1/25-6/31/26)

Type of Licensing	2024-2025 Fees	2025-2026 Fees (Proposed 5% increase)	# facilities in De Pere	Projected revenue	Notes
Division of Food and Recreational Safety (DFRS)					
RETAIL FOOD- SERVING MEALS (restaurants, catering, mobiles)					
Retail Food -Serving Meals, Prepackaged	\$140.00	\$ 147.00	1	\$ 147.00	
Retail Food-Serving Meals, Prepackaged w/ Tavern	\$272.00	\$ 286.00	5	\$ 1,430.00	
Retail Food- Serving Meals, Simple	\$497.00	\$ 522.00	3	\$ 1,566.00	
Retail Food- Serving Meals, Simple w/ Tavern	\$629.00	\$ 660.00	0	\$ -	
Retail Food -Serving Meals, Moderate	\$643.00	\$ 675.00	39	\$ 26,325.00	
Retail Food -Serving Meals, Moderate w/ Tavern	\$775.00	\$ 814.00	14	\$ 11,396.00	
Retail Food- Serving Meals, Complex	\$793.00	\$ 833.00	8	\$ 6,664.00	
Retail Food - Serving Meals, Complex w/ Tavern	\$925.00	\$ 971.00	10	\$ 9,710.00	
Additional kitchen area	\$91.00	\$ 96.00	0	\$ -	
Tavern	\$132.00	\$ 139.00	2	\$ 278.00	
Additional bar area-tavern	\$37.00	\$ 39.00	0	\$ -	
LODGING					
Hotel / Motel 5-30 Rooms	\$338.00	\$ 355.00	1	\$ 355.00	
Hotel / Motel 31-99 Rooms	\$482.00	\$ 506.00	3	\$ 1,518.00	
Hotel / Motel 100-199 Rooms	\$596.00	\$ 626.00	0	\$ -	
Hotel / Motel 200+ Rooms	\$698.00	\$ 733.00	0	\$ -	
Bed & Breakfast	\$157.00	\$ 165.00	0	\$ -	

Health Department Fee Schedule_DRAFT

Tourist Rooming House	\$129.00	\$ 135.00	40	\$ 5,400.00	
SWIMMING POOLS					
Simple Pool	\$233.00	\$ 245.00	5	\$ 1,225.00	
Simple Pool w/ Features	\$386.00	\$ 405.00	0	\$ -	
Moderate Pool	\$349.00	\$ 366.00	4	\$ 1,464.00	
Moderate Pool w/ Features	\$504.00	\$ 529.00	4	\$ 2,116.00	
Complex Pool	\$437.00	\$ 459.00	0	\$ -	
Complex Pool w/ Features	\$590.00	\$ 620.00	1	\$ 620.00	
Annual Indoor pool sampling fee	\$101.00	\$ 106.00	9	\$ 954.00	
Annual Outdoor pool sampling fee	\$84.00	\$ 88.00	5	\$ 440.00	
CAMPGROUNDS/SPECIAL EVENT CAMPGROUNDS					
1-25 Sites	\$215.00	\$ 226.00	0	\$ -	
26-50 Sites	\$264.00	\$ 277.00	0	\$ -	
51-99 Sites	\$301.00	\$ 316.00	1	\$ 316.00	
100-199 Sites	\$347.00	\$ 364.00	0	\$ -	
Over 200 Sites	\$389.00	\$ 408.00	0	\$ -	
REC ED					
Simple	\$571.00	\$ 600.00	1	\$ 600.00	
Simple w/ Hospitality	\$629.00	\$ 660.00	0	\$ -	
Moderate	\$622.00	\$ 653.00	0	\$ -	
Moderate w/ Hospitality	\$740.00	\$ 777.00	0	\$ -	
Complex	\$664.00	\$ 697.00	0	\$ -	
Complex w/ Hospitality	\$833.00	\$ 875.00	0	\$ -	
				\$ -	
TATTOO / BODY PIERCING					
Tattoo Establishment	\$214.00	\$ 225.00	5	\$ 1,125.00	
Body-Piercing Establishment	\$214.00	\$ 225.00	0	\$ -	
Combined Tattoo & Body Piercing Establish	\$315.00	\$ 331.00	1	\$ 331.00	
Temporary Tattoo Establishment	\$140.00	\$ 147.00	0	\$ -	
Temporary Body Piercing Establishment	\$140.00	\$ 147.00	0	\$ -	
Temporary Combined Tattoo/Body -Piercing	\$202.00	\$ 212.00	0	\$ -	
SCHOOLS					

Health Department Fee Schedule_DRAFT

1.19.b

Production Kitchen	\$293.00	\$ 308.00	11	\$ 3,388.00	
Satellite kitchen	\$207.00	\$ 217.00	3	\$ 651.00	
RETAIL FOOD - NOT SERVING MEALS (includes mobiles)					
Retail Food- Not Serving Meals, Prepackaged (TCS)	\$143.00	\$ 150.00	8	\$ 1,200.00	
Retail Food- Not Serving Meals, Simple (final product non-TCS)	\$222.00	\$ 233.00	13	\$ 3,029.00	
Retail Food- Not Serving Meals, Simple (TCS Food)	\$477.00	\$ 501.00	9	\$ 4,509.00	
Retail Food- Not Serving Meals, Moderate	\$700.00	\$ 735.00	16	\$ 11,760.00	
Retail Food- Not Serving Meals, Complex	\$1,292.00	\$ 1,357.00	4	\$ 5,428.00	
				\$ -	
TRANSIENT RETAIL FOOD ESTABLISHMENT					
Non-TCS Food**	\$93.00	\$ 98.00	0	\$ -	
TCS Food	\$188.00	\$ 197.00	15	\$ 2,955.00	
Prepackaged TCS Food only**	\$55.00	\$ 58.00	1	\$ 58.00	
Micromarket	\$45.00	\$ 45.00	15	\$ 675.00	can't increase above state fee*
Micromarket 2+	\$67.00	\$ 67.00	4	\$ 268.00	can't increase above state fee*
FEES FOR DATCP					
Inspection Fee	\$49.00	\$ 51.00	0	\$ -	
Operating without a License/Permit	\$181.00	\$ 190.00	0	\$ -	
Operating without a Certified Food Manager on Staff	\$168.00	\$ 176.00	0	\$ -	
Late Fee	\$181.00	\$ 190.00	0	\$ -	
Level 1 Pre-inspection for Prepackaged, Tourist Rooming House, and Bed & Breakfast licenses	\$151.00	\$ 159.00	0	\$ -	
Level 2 Pre-inspection for other license type	\$302.00	\$ 317.00	0	\$ -	
1st Reinspection	\$141.00	\$ 148.00	0	\$ -	

Health Department Fee Schedule_DRAFT

2nd Reinspection	\$281.00	\$ 295.00	0	\$ -	
3rd Reinspection	\$421.00	\$ 442.00	0	\$ -	
WEIGHTS AND MEASURES PROGRAM					
Device Fees by Type	Attached listing	Attached listing			
Late Fee	10% of license fee	10% of license fee			
Annual Processing Fee	\$40.00	\$ 40.00			
2025 GENERAL PUBLIC HEALTH					
TSPOT Test	\$55.00	\$ 58.00	X		
Tuberculosis Skin Test	\$20.00	\$ 21.00	X		
Influenza Vaccination	\$20.00	\$ 25.00	X		
Radon Test Kit-short term	\$10.00	\$ 10.00	X		
Bee Keeping Initial Permit	\$30.00	\$ 30.00	X		
Bee Keeping Renewal Permit	\$10.00	\$ 10.00	X		
Noise Variance Permit	\$30.00	\$ 30.00	X		
			ANTICIPATED FEE REVENUE	\$ 107,901.00	

CITY OF DE PERE—WEIGHTS & MEASURES APPLICATION/LICENSE – 2025-2026

Business Name _____

Legal Licensee _____

Address _____

Address _____

Phone Number _____

Phone _____

Agent _____

DEVICE FEES	RATE per device	INVENTORY	TOTAL
Scales 0 to 30 lbs.	\$30.00		
Scales 31 to 1000 lbs.	\$70.00		
Scanner (\$95.00 flat fee for 1-4 scanners)	\$95.00 flat rate		
* additional scanners - over 4 (\$18.00 per scanner)	\$18.00		
High Accuracy Scales (Pharmaceutical, Jewelers, Precious Metals)	\$30.00		
Computing Pumps (retail gas pumps, each grade)	\$25.00		
High Speed Diesel Fuel Dispenser	\$70.00		
Timing Devices	\$15.00		
Taximeters	\$20.00		
Specialized & Non-Categorical Devices/Consultations	\$49.00/hr.		
Re-inspection Fee	\$100.00		
Late Payment Fee	\$100.00		
Penalty Fee for Device Non-Registration	Double the per device fee		
Annual License Processing Fee	\$40.00		\$40.00

TOTAL DUE

The permit becomes valid upon payment of the total fee. Make checks payable to the CITY OF DE PERE.

Return your application and remittance fee to the Health Department, City of De Pere, 335 S. Broadway Street

De Pere, WI 54115

Applicant Signature

Date



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #24-108 Regarding Certain Fees (Public Works and City Clerk).

ATTACHMENTS:

- Reso24-108 (PDF)
- FEE SCHEDULE PROPOSAL-PUBLIC WORKS-2025 (PDF)
- Clerk's Office Fee Schedule 2025 (PDF)

RESOLUTION #24-108

REGARDING CERTAIN FEES
(Public Works and City Clerk)

WHEREAS, the Common Council wishes to establish revised fees for services rendered.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council imposes the attached changes to fees for such services indicated.

BE IT FURTHER RESOLVED THAT:

Fees established for licenses issued shall be effective the license year commencing after adoption of this resolution.

BE IT FURTHER RESOLVED THAT:

Such non-license fees established hereunder shall be effective January 1, 2025.

BE IF 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 17th day of December, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: ____

Nays: ____

PUBLIC WORKS FEES

PERMIT	2024 FEE	2025 PROPOSED FEE
Excavation Permit		
Small Utility Project Permit	\$82.50	\$87.00
Medium Utility Project Permit	\$154.50	\$165.00
Large Utility Project Permit	\$227.00	\$240.00
Very Large Utility Project Permit	Actual Cost	Actual Cost
Excavation in ROW Outside of Street Area	\$82.50	\$87.00
Boring within Street ROW-Servicing One Property & Sewer is Located Behind Curb	\$82.50	\$87.00
Boring within Street ROW	\$556.50	\$585.00
Road/Street Open-Cut Excavation within Street Pavement Area	\$1,123.00	\$1,180.00
Concrete Workers License	\$62.00	\$65.00
Special Brush Pick-up Minimum	\$57.00	\$60.00
Special Rubbish Pick-up Minimum	\$57.00	\$60.00
Small Garbage Container	\$100.00	\$105.00
Large Garbage Container	\$110.00	\$115.00
Small Recycle Container	\$100.00	\$105.00
Large Recycle Container	\$110.00	\$115.00
Salt per Ton	Not being sold	Not being sold
Salt Brine per Gallon	\$0.26	\$0.27
Overflow Tags	\$3.00	\$3.00
**Sidewalk Snow Removal Fee	\$1.18/LF	\$1.13/LF
**Sidewalk Compact Snow Removal Fee	\$1.83/LF	\$1.79/LF
Private Well Permit (5 year permit)		
New	\$1,225.00	\$1,300.00
Renewal	\$600.00	\$650.00
Water Development Charges		
Post Construction runoff		

** Rates approved by Board of Public Works annually on or before November 1st

CLERK'S OFFICE FEES

TYPE OF LICENSE/PERMIT SOLD AT CITY HALL	CURRENT FEE (2024)	PROPOSED FEE FOR 2025
AUTO SALVAGE YARD	\$100.00	no change
CHANGE OF AGENT (ON LIQUOR LICENSE)	\$10.00	no change
CHICKEN PERMIT (\$7.00 total for 4 chickens)	\$7.00	\$8.00
CIGARETTE	\$100.00	at max
CLASS A BEER (when held with LIQUOR license)	\$275.00	\$290.00
CLASS A BEER Without LIQUOR	\$625.00	\$660.00
CLASS A LIQUOR	\$275.00	\$290.00
CLASS A OR B PROVISIONAL LIQUOR LICENSE	\$15.00	at max
CLASS B BEER	\$100.00	at max
CLASS B LIQUOR	\$500.00	at max
CLASS C WINE	\$100.00	at max
DIRECT SELLER - ONE MONTH	\$115.00	\$125.00
DIRECT SELLER - ONE YEAR	\$500.00	\$525.00
JUNK COLLECTOR/DEALER LICENSE	\$115.00	\$125.00
LATE FEE (FOR PET LICENSES)	\$5.00	\$6.00
LETTERS OF SPECIALS	\$50.00	\$55.00
MOBILE HOME OFF MOBILE HOME PARK (INSPECTION FEE)	\$125.00	no change
MOBILE HOME PARK	\$50.00	no change
MOBILE HOME MONTHLY PARKING FEE	determined by Assessor, based on west side mil rate	determined by Assessor, based on west side mil rate
NEUTERED/SPAYED CAT	\$7.00	\$8.00
NEUTERED/SPAYED DOG (County \$X-City \$X Split)	\$7.00	\$8.00
NEUTERED/SPAYED PUPPY (County -City Split)	\$7.00	\$8.00
NSF FEE	\$35.00	no change
OPERATOR LICENSE	\$60.00	\$65.00
OPERATOR LICENSE WITH PROVISIONAL	\$75.00	\$80.00
OPERATOR LICENSE - TEMPORARY	\$21.00	no change
OPERATOR LICENSE - LAST 6 MONTHS OF LICENSING PERIOD	\$30.00	\$35.00
PASSPORT FEE (SET BY STATE DEPT)	\$35.00	no change
PAWN BROKER/SECONDHAND ARTICLE/JEWELRY DEALER	\$60.00	\$65.00
PROCESSING FEE FOR BACKGROUND CHECKS	\$25.00	\$35.00
PUBLIC DANCE	\$2/dance; \$10/annually	no change

CLERK'S OFFICE FEES

TYPE OF LICENSE/PERMIT SOLD AT CITY HALL	CURRENT FEE (2024)	PROPOSED FEE FOR 2025
PUBLICATION FEE	\$30.00	at max
ROOM TAX	no fee established/necessary	no fee established/necessary
SECONDHAND ARTICLE DEALER MALL/FLEA MARKET	\$60.00	\$65.00
SEXUALLY ORIENTED ADULT ESTABLISHMENT	\$250.00	no change
SEXUALLY ORIENTED ADULT ESTABLISHMENT LATE FEE	\$100.00	no change
SEXUALLY ORIENTED ADULT ESTABLISHMENT RENEWAL	\$250.00	no change
SHOWS AND AMUSEMENT, CARNIVAL	\$20.00	no change
SOLICITOR	\$115.00	\$125.00
SOLICITOR (REPLACEMENT CARD)	\$10.00	no change
SPECIAL EVENT - LOW HAZARD & 1ST AMENDMENT EXPRESSIVE ACTIVITY	\$25.00	no change
SPECIAL EVENT - MEDIUM HAZARD	\$50.00	no change
SPECIAL EVENT - HIGH HAZARD	\$250.00	no change
SPECIAL EVENT - SPECIAL HAZARD	\$500.00	no change
TAXI	\$50 1st vehicle; \$10 thereafter	no change
TAXI - More than 7 person capacity	\$100.00	no change
TEMPORARY CLASS B (PICNIC) BEER/WINE	\$10.00	at max
UNNEUTERED/UNSPAYED CAT	\$15.00	\$16.00
UNNEUTERED/UNSPAYED DOG (County - City Split)	\$15.00	\$16.00
UNNEUTERED/UNSPAYED PUPPY	\$7.00	\$8.00

FEES CURRENTLY SET BY ORDINANCE:

FOOD TRUCK LICENSE - NON CITY BASED BUSINESS

Ord 15-27

FOOD TRUCK LICENSE - CITY BASED BUSINESS

Ord 15-27

FOOD TRUCK LICENSE - NON CITY BASED BUSINESS RENEWAL

Ord 15-27

FOOD TRUCK LICENSE - CITY BASED BUSINESS RENEWAL

Ord 15-27

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

MEETING DATE: December 17, 2024

DEPARTMENT: City Attorney

FROM: Anthony Wachewicz

SUBJECT: Resolution 24-109 Authorizing the Redevelopment Authority of the City of De Pere to Acquire Blighted Property at 2535 Lawrence Drive (Parcel No. (WD-L482-1)).

On November 19, 2024, the RDA and Common Council adopted Resolutions declaring the property located at 2535 Lawrence Drive (Parcel Number WD-L482-1) a blighted property. As a result of this finding, the next step required for acquiring the property is for the Council to adopt an authorizing resolution that allows RDA to acquire the property. Staff is recommending approval of the attached Resolution.

ATTACHMENTS:

- Reso24-109 (PDF)
- RDA 24-01 (PDF)
- 24-96 (PDF)

RESOLUTION #24-109

AUTHORIZING THE REDEVELOPMENT AUTHORITY OF THE CITY OF
DE PERE TO ACQUIRE BLIGHTED PROPERTY AT 2535 LAWRENCE DRIVE
(Parcel No. WD-L482-1)

WHEREAS, on October 28, 2024, after being duly advertised and noticed, the Redevelopment Authority of the City of De Pere (“RDA”) conducted a public hearing pursuant to Wisconsin State Statutes Section 66.1333(5)(c)2 to solicit information regarding the possible blight determination of the property located at 2535 Lawrence Drive, De Pere Wisconsin, Tax Parcel No. WD-L482-1 (the “Property”); and

WHEREAS, the RDA received and duly considered any objections to the blight determination, including without limitation, any filed on behalf of the owner of the Property; and

WHEREAS, on November 19, 2024, the RDA publicly met, deliberated and adopted a Resolution stating that the RDA found the Property to be blighted and forwarded the matter to the Common Council for appropriate action; and

WHEREAS, on November 19, 2024, the Common Council adopted a resolution concurring with the RDA’s determination that the Property is blighted and finding that the blight designation has been properly made under Wisconsin State Statutes Section 66.1333(5)(c) and that a comprehensive redevelopment plan is not necessary.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere finds that a comprehensive redevelopment plan is not necessary to determine the need for the acquisition of the Property, the uses of the Property after acquisition, and the relation of the acquisition to other property redevelopment by the Redevelopment Authority.

BE IT FURTHER RESOLVED THAT:

Resolution #24-109

Page 2 of 2

Pursuant to Wisconsin State Statutes Section 66.1333(5)(c)1g.a., the Common Council hereby authorizes the Redevelopment Authority to acquire the Property without designating a boundary or adopting a relevant plan.

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 17th day of December, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**REDEVELOPMENT AUTHORITY
RESOLUTION #RDA 24-01**

**FINDING THE PROPERTY LOCATED AT 2535 LAWRENCE DRIVE TO BE BLIGHTED
AND AUTHORIZING THE FINDING TO BE FORWARDED TO THE COMMON COUNCIL
FOR APPROPRIATE ACTION**

WHEREAS, on October 28, 2024, after being properly noticed, the Redevelopment Authority of the City of De Pere ("RDA") conducted a public hearing pursuant to Wisconsin Statute Section 66.1333(5)(c)2 to solicit information regarding a possible blight determination for the property located at 2535 Lawrence Drive, De Pere, Wisconsin, Tax Parcel No. WD-L482-1 (the "Property"), owned by G&G Rebuilders, Inc., a dissolved domestic business; and

WHEREAS, the RDA has received and duly considered any objections to the possible blight determination filed on behalf of the owner of the Property and/or made during the October 28, 2024, public hearing; and

WHEREAS, the RDA publicly met November 19, 2024, for the purpose of making its blight determination.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The RDA determines that the Property is a blighted property, as defined by Wisconsin Statute Section 66.1333(2m)(bm) and as further supported by the attached Exhibit A, which is incorporated herein by reference.

BE IT FURTHER RESOLVED THAT:

This Resolution shall be forwarded to the Common Council for appropriate action.

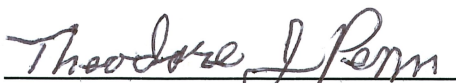
BE IT FURTHER RESOLVED:

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

Resolution #RDA 24-01
Page 2 of 3

Adopted by the Redevelopment Authority for the City of De Pere, Wisconsin,
this 19th day of November, 2024.

APPROVED:


Theodore J. Penn, Chair

Ayes: 4

Nays: 0

Resolution #RDA 24-01

Page 3 of 3

EXHIBIT A

October 24, 2024, Letter from Development Services

CITY OF DE PERE

Development Services Department

335 S Broadway ST, De Pere, WI 54155 | 920-339-4043 | www.deperewi.gov



October 24, 2024

Mayor James Boyd
City of De Pere Common Council
City of De Pere Redevelopment Authority
City of De Pere Plan Commission

Dear Interested Committees,

The City of De Pere Development Services Department was directed to assist with the preparation of a redevelopment plan to support the creation of a Redevelopment District. The process requires the City Council to determine that the designated redevelopment area is blighted.

One of the tasks assigned to City staff is to evaluate conditions in the targeted area and determine whether conditions exist to make a finding that the proposed district is a blighted area. This was accomplished by visiting the site to observe and document conditions and through discussions with other City staff regarding the conditions of the subject property. Supporting documents were also reviewed, including:

- Maps and aerial photos
- Property descriptions and parcel boundaries
- Assessment information
- Photos of site improvements
- DNR BRRTS database on environmental contamination
- Current Title Report

This letter summarizes the findings of conditions within the redevelopment area boundaries as they relate to the statutory definition of “blighted area” and “blighted property” for the purpose of implementing projects of a Redevelopment Authority. There are three exhibits to this letter as well. Exhibit A is a map of the study area, Exhibit B is a list of parcels and our individual findings of blight on each, and Exhibit C is a set of photos from the area. Exhibit D documents the nonconforming unapproved expansion

Definition of Blighted Area

Wisconsin’s Blight Elimination and Slum Clearance Act defined a Blighted Area as follows:

"Blighted Area" under 66.1333 means any of the following:

1. An area, including a slum area, in which there is a predominance of buildings or improvements, whether residential or nonresidential which, by reason of dilapidation, deterioration, age or

obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.

2. An area which by reason of the presence of a substantial number of substandard, slum, deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a city, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use.
3. An area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.

Additionally, “Blighted Property” under 66.1333 is defined as:

... any property within a city, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provisions for ventilation, light, air or sanitation, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime, and is detrimental to the public health, safety, morals or welfare, or any property which by reason of faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair market value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a city, retards the provisions of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use, or any property which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.

In summary, one of two general conditions are needed to declare a particular property or an area as blighted that is to be included in both a redevelopment area:

- The condition and character of structures, buildings, or improvements results in conditions that are detrimental to public health, safety, morals and welfare.
- A largely open area that contains land on which buildings have been demolished and has conditions that impair or arrest the sound growth of the community.

In all cases, the local legislative body determines whether conditions on the property are detrimental or a menace to public health, safety, morals, and welfare, or impair or arrest the sound growth of the community. In determining that blighting conditions exist; the City Council should also consider that the primary purpose of a Redevelopment Authority is the elimination and prevention of blighting conditions.

Description of Area

The area is comprised of 2.97 total acres, 100% of which are real property. The area contains a single parcel. A parcel map of the area is attached and indicates that the parcel is blighted and continues to illegally expand a non-conforming use. Exhibit B is a detailed list of the parcel, the value, and the finding of blight.

Blighting Site Factors

Exhibit C documents the site photos captured on April 24, 2024. The site investigation found the property conditions were enough to meet the definition of blight under 66.1334 “Blighted Property”.

Nonconforming Use Expansion

The parcel in question was developed between 1992 and 2000 in the Town of Lawrence and was annexed into the city in 2002. Since then, the parcel illegally expanded nonconforming use and increased outdoor storage without appropriate screening or on an approved surface. Staff believes the site is impacted by environmental contamination due to old and rundown equipment being stored over grass, gravel, and dirt, instead of a hard surface being directed to a catch basin. Under State Statute 75.337¹, Brown County could complete or request the City to complete a Phase 2 Environmental Assessment on the tax-delinquent parcel. The table below is the expanded nonconforming use. The chart on the next page documents the unapproved expansion.

¹**75.377 - Inspection of property subject to tax certificate.** A county may enter any real property for which a tax certificate has been issued under s. [74.57](#), or may authorize another person to enter the real property, to determine the nature and extent of environmental pollution, as defined in s. [299.01 \(4 – environmental pollution\)](#). History: 1993 a. 453; 1995 a. 227; 1999 a. 150 s. 286; Stats. 1999 s. 75.377.

Nonconforming Use Expansion History				
Year(s)	Unapproved Nonconforming Expansion Area	Total Area	Percent (%) Change since Annexation	Details
2002 Annexation	12,540 (Base Line)	12,540		Basic shop with paved driveway/yard, unscreened
2002-2005	2,705	15,245	21.57%	storage and materials begin to spillover into previous undeveloped field areas.
2005-2010	5,148	17,688	41.05%	Between 2005 and 2010 an approximately 800 sq ft building was constructed without an approved site plan or building permit. Th previous unapproved outdoor expansion area doubled to 5,200 sq ft.
2010-2014	5,428	17,968	43.29%	The previous unapproved outdoor expansion area grew to 5,428 sq ft.
2014-2017	5,428	17,968	43.29%	The previous unapproved outdoor expansion did not expand in size over the previous three years however, the number of equipment being brought to the site and either repaired or stored on site grew significantly.
2017-2020	16,718	29,258	133.32%	The unapproved outdoor storage area expanded to 16,700 sq ft with a removal of a family barn and related farming equipment on the adjoining property. This represents a 133% expansion in size.
2020-2023	18,787	31,327	149.82%	The unapproved outdoor storage area expanded to 18,900 sq ft with tank storage being blocked from public road view. However, the City of De Pere owns the parcel to the south and documented the storage containers. This represents a nearly 150% expansion in size.

Tax or Special Assessment Delinquency Exceeding the Fair Market Value of the Land

Based on a title search conducted in August 2024, the total amount of unpaid taxes and special assessments is \$318,157.85 and that exceeds the current assessed value of the property at \$296,200 at a 97% assessment ratio the estimated Fair Market Value of the property is \$303,800 before any potential environmental issues are taken into consideration. The full title report can be provided upon request. The site investigation found that unpaid taxes and special assessments were sufficient to meet the blight definition under 66.1334 "Blighted Property".

2535 Lawrence Drive Unpaid Taxes and Special Assessments			
Type	Amount	Percent	
Federal	\$ 139,605.23	43.9%	
State	\$ 85,276.76	26.8%	
County/Local	\$ 33,134.39	10.4%	
Local/Special Assesments	\$ 60,141.47	18.9%	
Total	\$ 318,157.85	100%	

Conclusion and Finding of Blight

It is our opinion the parcel/area meets the definition of blight under 66.1333 and therefore the Common Council has within its powers to declare the property blighted as is necessary for the adoption declaration of the Redevelopment Area.

Finding of Blight

	Parcels	Acres	% of Real Property
Property Condition Report			
Blighted Property	1	2.96	100.00%
Observed Vacant Property	0	0.00	0.00%
Statutory Definition of Vacant	1	2.96	100.00%
			% of Total Area
Boundary Report			
Real Property	1	2.96	100.00%
Right of Way	0	0.00	0.00%
Total Boundary Area		2.96	

The table above reflects the redevelopment area boundary summary table.

Respectfully,

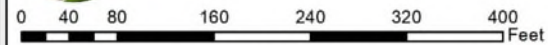
Daniel Lindstrom, AICP
Development Services Director

CC: Lawrence Delo, City Administrator
Anthony S. Wachewicz III, City Attorney
Quasan Shaw, Community and Economic Development Specialist

Exhibit A – Subject Area Map



DE PERE
Exhibit A: Redevelopment Area Boundary/Parcel
City of De Pere



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File Path: X:\Property\Information\West2535 LAWRENCE DR\Planning\Blight Determination Documentation



Data Source: City of De Pere, Brown County

Exhibit B: Property List												
RDA ID #	Parcel Number	Site Address	Owner Name 1	Owner Name 2	Postal Address	Land Value	Improvement Value	Total Value	Observed Vacant	Statutory Definition of Vacant	Observed Blight	Parcels Acres
1	WD-L482-1	2535 LAWRENCE DR	G & G REBUILDERS INC		2535 LAWRENCE DR DE PERE WI 54115-9418	\$ 88,700	\$ 207,500	\$ 296,200	No	Yes	Yes	2.96
		Reserved				\$ -	\$ -	\$ -	-	-	-	0.00
		Reserved				\$ -	\$ -	\$ -	-	-	-	0.00
		Reserved				\$ -	\$ -	\$ -	-	-	-	0.00
Total						\$ 88,700	\$ 207,500	\$ 296,200	-	-	-	2.96

Exhibit B- Parcel Detail

Exhibit C- Photo/Site Inventory

Exhibit C - Photo/Site Inventory 2535 Lawrence DR Field Report

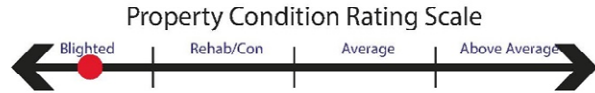
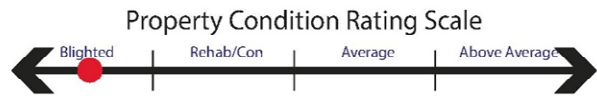


Exhibit C - Photo/Site Inventory 2535 Lawrence DR Field Report



Survey of Conditions:

Date: 4/24/2024

Name of Recorder: Daniel Lindstrom

Project/Location:

PIN: WD-L482-1 # Pictures: 10 # of Floors: 1 Parcel Use: Nonconforming Engin Rebuilder

Rating  G = Good, 1 = Maintenance, 2-4 = Minor, Moderate, Major Repairs					
G	1	2	3	4	Structural Component & Comments
			X		Façade
			X		Foundation
		X			Roof
			X		Windows
			X		Doors
					Stairs
					Porch(es)
					Chimney
					Accessory Struc.

	Site Component
X	Obsolete Building
X	Land Underutilization
	Lack of Parking/Loading
	Faulty Lot Layout (1)
	Lack of Open Space
	Population Overcrowding
X-2	Environmental Contamination (2)
	Substandard walkways/driveways
X	Inadequate outdoor storage/screening
X	Other hazards to public health/sfty/wlfare (3)

Property Blighted? Yes General Comments: The site continues to expand a nonconforming use and has high probability of environmental contamination due to rundown vehicles and rusted/damages containers around the site.

1: Accessibility, size, configuration, relationship to adjacent properties. 2: Either historic, current, or suspected. 3: Including such things as police calls, fire inspection reports, and land uses that are inappropriate/out of sync with surroundings.

Survey of Conditions:

Date:

Name of Recorder:

Project/Location:

PIN: # Pictures: # of Floors: Parcel Use:

Rating  G = Good, 1 = Maintenance, 2-4 = Minor, Moderate, Major Repairs					
G	1	2	3	4	Structural Component & Comments
					Façade
					Foundation
					Roof
					Windows
					Doors
					Stairs
					Porch(es)
					Chimney
					Accessory Struc.

	Site Component
	Obsolete Building
	Land Underutilization
	Lack of Parking/Loading
	Faulty Lot Layout (1)
	Lack of Open Space
	Population Overcrowding
	Environmental Contamination (2)
	Substandard walkways/driveways
	Inadequate outdoor storage/screening
	Other hazards to public health/sfty/wlfare (3)

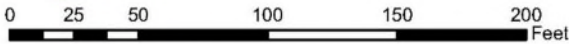
Property Blighted? General Comments:

1: Accessibility, size, configuration, relationship to adjacent properties. 2: Either historic, current, or suspected. 3: Including such things as police calls, fire inspection reports, and land uses that are inappropriate/out of sync with surroundings.



Nonconforming Use Unapproved Expansion - 2002 Annexation

City of De Pere



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-  2002 Annexation Area
-  Non-Conforming Expansion

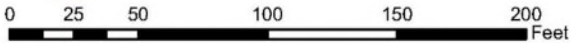
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Data Source: City of De Pere, Brown County



Nonconforming Use Unapproved Expansion - 2005 Non-Conforming Expansion

City of De Pere



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- 2002 Annexation Area
- Non-Conforming Expansion

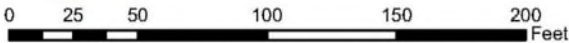
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Data Source: City of De Pere, Brown County



Nonconforming Use Unapproved Expansion - 2010 Non-Conforming Expansion

City of De Pere



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- 2002 Annexation Area
- Non-Conforming Expansion

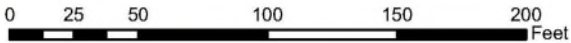
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Data Source: City of De Pere, Brown County



Nonconforming Use Unapproved Expansion - 2014 Non-Conforming Expansion

City of De Pere

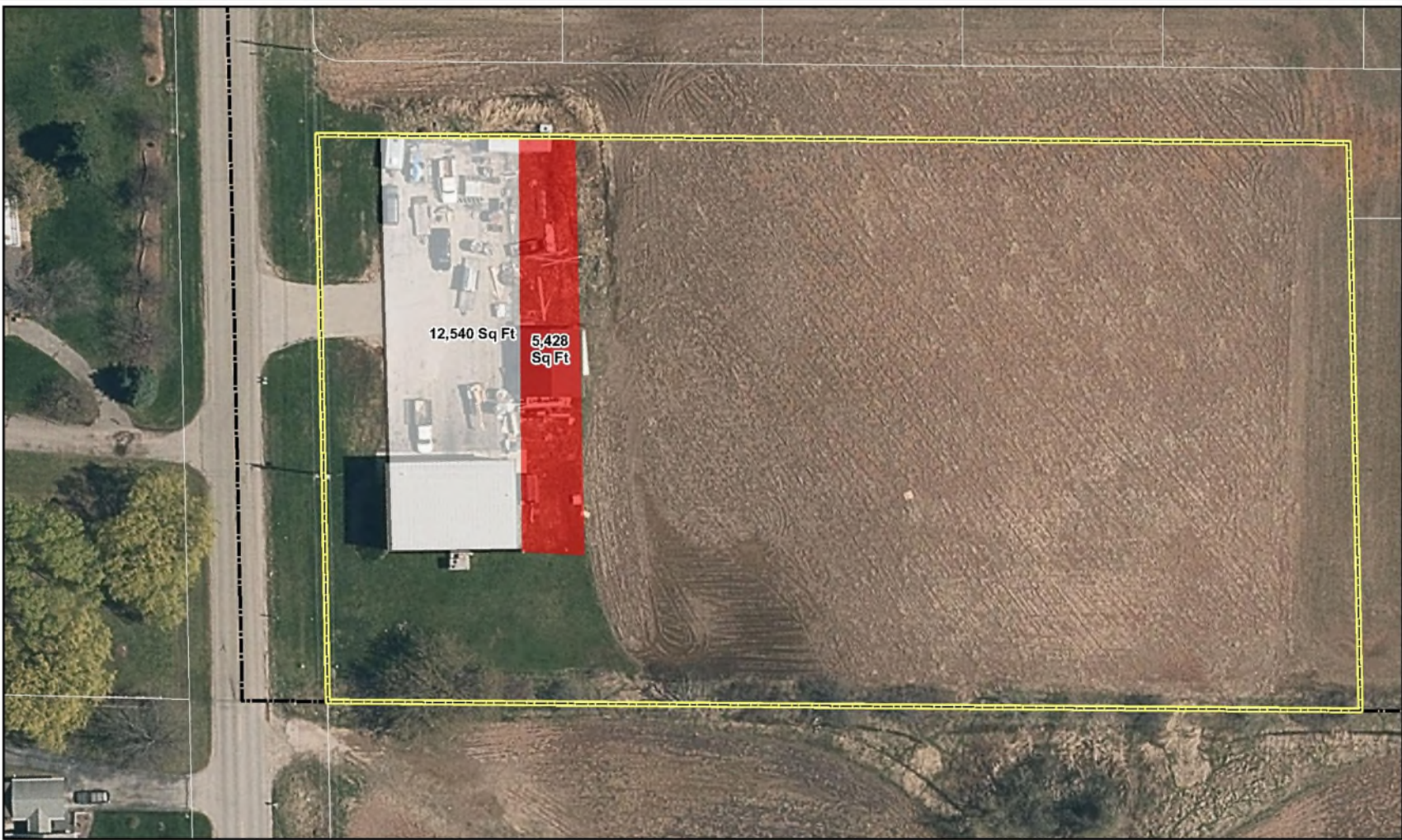


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-  2002 Annexation Area
-  Non-Conforming Expansion

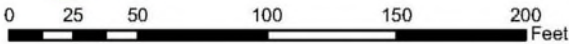
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Data Source: City of De Pere, Brown County



Nonconforming Use Unapproved Expansion - 2017 Non-Conforming Expansion

City of De Pere



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- 2002 Annexation Area
- Non-Conforming Expansion

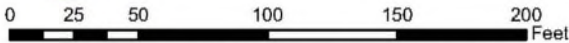
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Data Source: City of De Pere, Brown County



Nonconforming Use Unapproved Expansion - 2020 Non-Conforming Expansion

City of De Pere

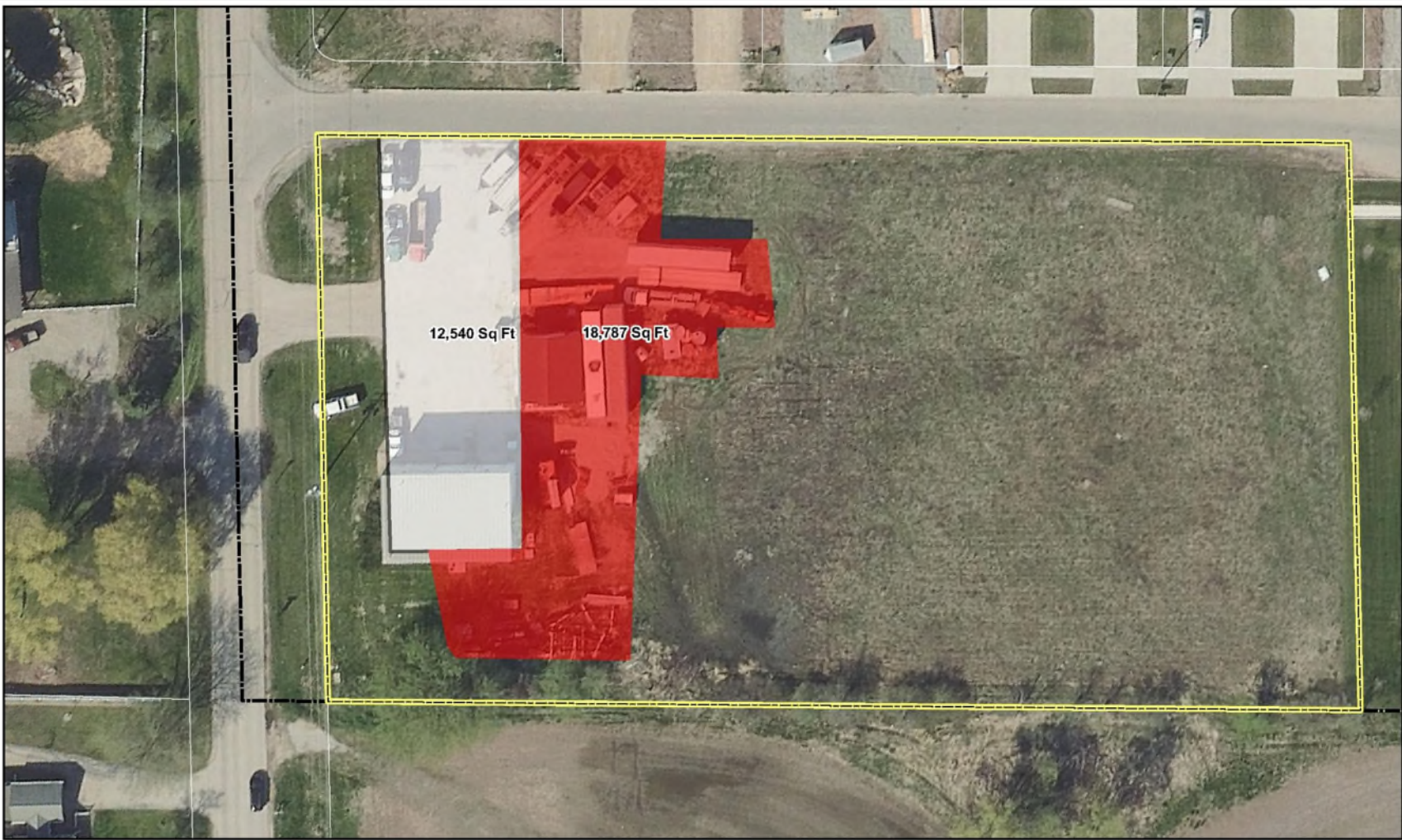


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-  2002 Annexation Area
-  Non-Conforming Expansion

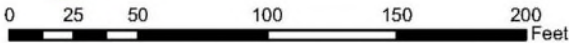
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Data Source: City of De Pere, Brown County



Nonconforming Use Unapproved Expansion - 2023 Non-Conforming Expansion

City of De Pere



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- 2002 Annexation Area
- Non-Conforming Expansion

File Path: X:\PropertyInformation\West2535 LAWRENCE DR\Planning\Blight Determination Documentation\Nonconforming Use Expansion

Data Source: City of De Pere, Brown County

RESOLUTION #24-96

CONCURRING WITH THE REDEVELOPMENT AUTHORITY OF THE CITY OF
DE PERE'S BLIGHT DETERMINATION OF 2535 LAWRENCE DRIVE

WHEREAS, on October 28, 2024, after being duly advertised and noticed, the Redevelopment Authority of the City of De Pere ("RDA") conducted a public hearing pursuant to Wisconsin State Statute Section 66.1333(5)(c)2 to solicit information regarding the possible blight determination of the property located at 2535 Lawrence Drive, De Pere Wisconsin, Tax Parcel No. WD-L-482-1 (the "Property"); and

WHEREAS, the RDA received and duly considered all objections to the blight determination filed and/or made during the October 28, 2024, public hearing on behalf of the owner of the Property; and

WHEREAS, on November 19, 2024, the RDA publicly met, deliberated and adopted a Resolution stating that the RDA found the Property to be blighted and forwarded the matter to the Common Council for appropriate action.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council does hereby concur with the RDA's determination that the Property is blighted.

BE IT FURTHER RESOLVED THAT:

The Common Council finds that the blight designation has been properly made pursuant to Wisconsin State Statute Section 66.1333(5)(c) and as further supported by the attached Exhibit A, which is incorporated herein by reference.

BE IT FURTHER RESOLVED THAT:

The Common Council finds that a comprehensive redevelopment plan is not necessary to determine the need for the acquisition of the Property,

Resolution #24-96

Page 2 of 2

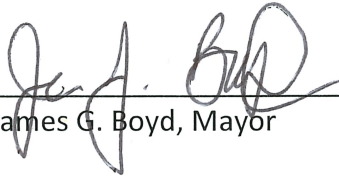
the uses of the Property after acquisition, and the relation of the acquisition to other property redevelopment by the RDA.

BE IT FURTHER RESOLVED THAT:

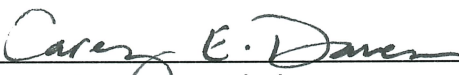
All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2024.

APPROVED:


James G. Boyd, Mayor

ATTEST:


Carey E. Danen, City Clerk

Ayes: 8

Nays: 0

Board/Committee Approval: 11/19/2024 (Joint RDA/CC meeting)

Resolution #24-96
Page 2 of 2

EXHIBIT A

October 24, 2024, Letter from Development Services

CITY OF DE PERE

335 South Broadway, De Pere, WI 54115 | www.de-pere.org



November 12, 2024

G & G Rebuilders Inc.
Mr. Daniel Garrity
2535 Lawrence Dr
De Pere, WI 54115

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

RE: NOTICE OF MEETING DATE- NOVEMBER 19, 2024, AT 7:00 P.M.

Greetings G & G Rebuilders Inc. and Mr. Garrity,

A public hearing was held by the Redevelopment Authority of the City of De Pere on Monday, October 28, 2024 at 5:30 P.M. pursuant to WIS. STAT. § 66.1333(5)(C)2, to hear recommendations and public comment on whether the property located at 2535 Lawrence Drive, owned by G & G Rebuilders, Inc., is a blighted property as defined in WIS. STAT. § 66.1333(2m)(bm). During this meeting of the Redevelopment Authority of the City of De Pere no one attended from the property ownership to provide response.

The Redevelopment Authority and the Common Council of the City of De Pere will hold a joint meeting to determine if the property located at 2535 Lawrence Drive is blighted. This joint meeting will take place on Tuesday, November 19, 2024, at 7:00 P.M. in the council chambers of City Hall located at 335 S. Broadway St. De Pere, WI 54115.

Enclosed with this letter is a copy of the subject area map.

Respectfully,

A handwritten signature in black ink, appearing to read "Daniel Lindstrom".

Daniel Lindstrom, AICP
Development Services Director

Attachment 1: Subject Area Map

Attachment 1: Map of Property

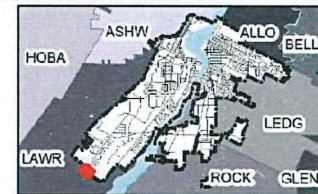


Exhibit A: Redevelopment Area Boundary/Parcel
City of De Pere

0 40 80 160 240 320 400 Feet

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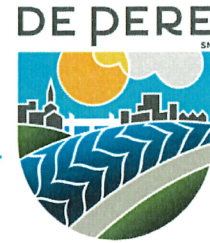
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Data Source: City of De Pere, Brown County

CITY OF DE PERE

335 South Broadway, De Pere, WI 54115 | www.de-pere.org



September 30, 2024

G & G Rebuilders Inc.
Mr. Daniel Garrity
2535 Lawrence Dr
De Pere, WI 54115

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

RE: PUBLIC HEARING DATE- OCTOBER 28, 2024 AT 5:30 P.M.

Greetings G & G Rebuilders Inc. and Mr. Garrity,

A public hearing has been set by the Redevelopment Authority of the City of De Pere for Monday, October 28, 2024 at 5:30 P.M. pursuant to WIS. STAT. § 66.1333(5)(C)2, to hear recommendations and public comment on whether the property located at 2535 Lawrence Drive, owned by G & G Rebuilders, Inc., is a blighted property as defined in WIS. STAT. § 66.1333(2m)(bm).

Enclosed with this cover letter are copies of both the subject area map and a public hearing notice.

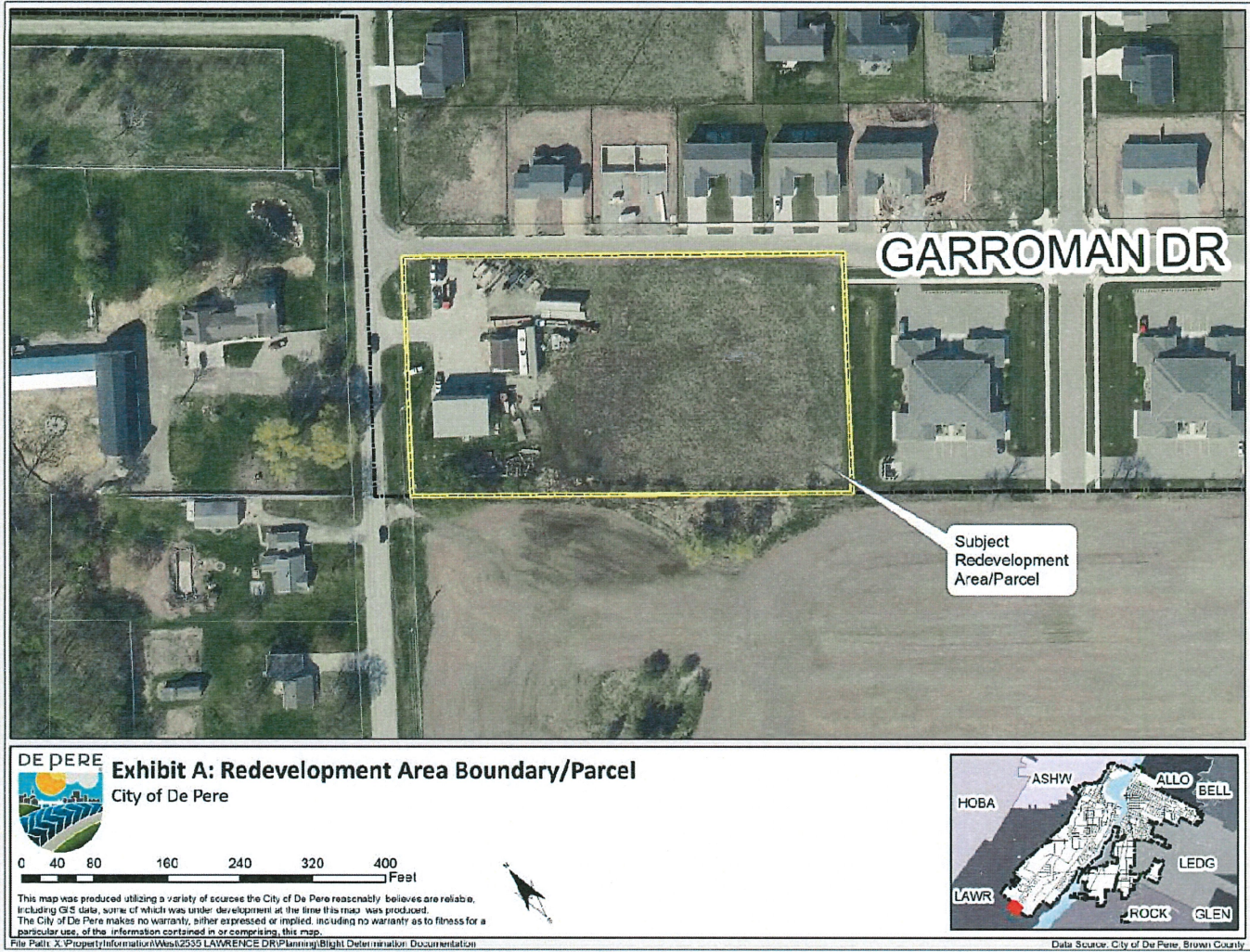
Respectfully,

A handwritten signature in black ink, appearing to read "Daniel Lindstrom".

Daniel Lindstrom, AICP
Development Services Director

Attachment 1: Subject Area Map
Attachment 2: Public Hearing Notice

Attachment 1: Map of Property



Attachment 2: Public Hearing Notice



Redevelopment Authority

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

NOTICE OF PUBLIC HEARING

Monday, October 28, 2024

5:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the Redevelopment Authority of the City of De Pere will be held on **October 28, 2024 at 5:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

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

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperewi.com/>.

The purpose of the public hearing, being held pursuant to Wis. STAT. § 66.1333(5)(c)2, is to hear recommendations and public comment on whether the property located at 2535 Lawrence Drive, owned by G&G Rebuilders, Inc., is a blighted property as defined in Wis. STAT. § 66.1333(2m)(bm).

The public may view the public hearing items by request or at the City Hall.

Any person wishing to attend this meeting, who, because of disability, requires special accommodations should contact the Development Services Department at 339-4043 by noon on the day of the meeting so accommodations can be made.

0010/21/24

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RETURN TO SENDER
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CML

G & G Rebuilders Inc.

Mr. Daniel Garrity

2535 Lawrence Dr

De Pere, WI 54115

September 30, 2024

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CITY OF DE PERE
335 South Broadway
De Pere, WI 54115



CERTIFIED MAIL®

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

G & G Rebuilders Inc.

Daniel Garrity

2535 Lawrence Dr.

De Pere, WI 54115

9590 9402 8596 3244 8023 13

2. Article Number (Transfer from service label)

9589 0720 5270 0943 5594 40

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X☐ Agent

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: December 17, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
