Finance/Personnel Committee

Regular Meeting

Agenda

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

Tuesday, May 9, 2023 | **7:00 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **May 9, 2023** at **7:00 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

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

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at http://deperecitywi.iqm2.com/.

Call to Order

1. Roll Call

2. Election of the Vice Chair of the Finance/Personnel Committee.

3. Approval of the Minutes from the April 11, 2023, Regular Meeting of the Finance/Personnel Committee.

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 Finance/Personnel Committee.§6-3(f) DPMC

5. Consideration and Possible Action on Fire Union Grievance Denial Appeal.

   PLEASE TAKE NOTICE that the Committee may convene in closed session pursuant to any or all of the following subsections of Wis. Stats. §19.85(1) for the purposes of:
   (a) Deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that government body.
   (b) Considering dismissal, demotion, licensing or discipline of any public employee or person licensed by a board or commission or the investigation of charges against such person, or considering the grant or denial of tenure for a university faculty member, and the taking of formal action on any such matter; provided that the faculty member or other public employee or person licensed is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken. The notice shall contain a statement that the person has the right to demand that the evidentiary hearing or meeting be held in open session. This paragraph

and par. (f) do not apply to any such evidentiary hearing or meeting where the employee or person licensed requests that an open session be held.
(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
(f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations.
(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

6. Consideration and Possible Action on the April 2023 Police Overtime Report.
7. Consideration and Possible Action on the Fire Department Overtime and LifeQuest Billing Reports for April, 2023.
8. Recommendation and Possible Action to Decrease Number of Hours for Lifeguard Certification/Recertification Cost Reimbursement*
9. Consideration and Possible Action on purchase of indoor drone for Public Safety Enhancement.*
10. Consideration and Possible Action on 2023 Tax Bill Preparation Agreement with Brown County.*
11. Review and Possible Action on City of De Pere Investments and Cash Detail report for March 2023.
12. Consideration and Possible Action on Funding for Environmental Testing for Nelson Pavilion.
13. Consideration and Possible Action on funding the City Hall front desk remodel*
14. Consideration and Possible Action for a proposed purchase/sale agreement option terms with And Beyond, LLC for Parcel WD-1138 for a future expansion for Infinity Machine currently located at 2249 American Boulevard*
15. Consideration and Possible Action on a 270-day Planning Option request from Smet Construction Services for a portion of Parcel WD-L492-B (West Industrial Park)*
16. Consideration and Possible Action on the utilization of the Housing Affordability Funds “Deeper Roots - Housing Stock Improvement Program”*
17. Consideration and Possible Action on the utilization of the Housing Affordability Funds “Look Up Downtown - Upper Story Residential Activation and Renovation Program”*
18. Consideration and Possible Action on the utilization of the Housing Affordability Funds Habitat for Humanity “Rock the Block” Program*

19. Consideration and Possible Action on the utilization of the Housing Affordability Funds to reserve the remaining Housing Affordability funds for (1) a residential lot purchase program to grant residential lots to non-for-profits to infill within newly planned neighborhoods, and (2) include capitalizing funding for affordable housing units in multi-family TIF developments.*
20. Consideration and Possible Action to issue a Request for Proposals (RFP) to hire a consultant to prepare a Locally Funded Revolving Loan Program with the former CDBG - Revolving Loan Fund (RLF).*
21. Consideration and Possible Action on the relaunch and rebrand of the Downtown Business Recruitment Program.*
22. Consideration and Possible Action for the creation of a Brownfield Property Acquisition and Remediation Program.*
23. Consideration and Possible Action to reconfigure and relocate a temporary berm on Parcel WD-L492-B*
24. Future agenda items.
25. Adjournment

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.

***Items with an asterisk require City Council approval.**

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Jessica Diederich
Jared G. Schmidt
Greg Runnoe
Pat Rafferty

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Election of the Vice Chair of the Finance/Personnel Committee.**

Section 6-4(c) of the De Pere Municipal Code requires the Committee to annually elect a vice chair.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Approval of the Minutes from the April 11, 2023, Regular Meeting of the Finance/Personnel Committee.**

ATTACHMENTS:

- April 11, 2023 Minutes-DRAFT (PDF)

Finance/Personnel Committee

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

Regular Meeting

Draft Minutes

Tuesday, April 11, 2023 **7:30 PM** **Council Chambers and Virtual**

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

Attendee Name	Title	Status	Arrived
Devin Perock	Alderperson	Present	
Pamela Gantz	Alderperson	Remote	
James Boyd	Mayor	Present	
Amy Chandik Kundinger	Alderperson	Present	
John Quigley	Alderperson	Present	

Also Present: Fire Chief Alan Matzke, City Attorney Tony Wachewicz, City Administrator Lawrence Delo, Police Chief Jeremy Muraski, Assistant Fire Chief Jack Mlnarik, Finance Director/Treasurer Pamela Manley, Human Resources Director Shannon Metzler (Remote), Development Services Director Daniel Lindstrom, a representative of Belmark, John Hodgson of Avant Acoustics and members of the public.

2. Approval of the Minutes of the March 14, 2023, Regular Meeting of the Finance/Personnel Committee.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	John Quigley, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

3. 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 Finance/Personnel Committee. §6-3(f) DPMC

None.

4. Consideration and Possible Action on the Fire Department Overtime and LifeQuest Services Billing Reports for March, 2023.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

5. Consideration and Possible Action on the March 2023 Police Overtime Report.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Quigley, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

6. Consideration and Possible Action on Request from the Chief of Police to Authorize the Over Hire of 1 Police Officer.*

Chief Muraski explained the challenges of maintaining a full staffing level of 37 sworn officers due to the time it takes to fill a vacancy (running a hiring process and completing field training, that not every officer successfully completes), of approximately 8-9

months. This request is to assist in closing the training gap, and research conducted indicates that the department has a separation from employment every 173 days (approximately every six months) on average. The ask is to over hire one additional officer to anticipate the upcoming vacancy, avoid a disruption of service and reduce overtime, as it is more expensive to pay overtime of an experienced officer than pay at the entry level rate. Since joining the department in 2019, there has been only one occasion where the department has been fully staffed, but only for a short time. The over hire is anticipated for June 1 to make a smooth transition for the next vacancy to avoid the 8-9 month vacancy.

Mayor Boyd asked for an amount that equates to the 2,000+ hours of overtime, to which Chief Muraski responded it's difficult to quantify as it depends on who is covering and the entry level rate of pay is significantly less than an established officer; he estimates it at an average of $59/hour, with no fringe benefits. A current Community Service Officer (CSO) is ready to leave and has two agencies interested. If the department does not extend a job offer, he will be lost to another agency. Alderperson Kundinger indicated she supports this but does want an analysis of this over hire and the impact to reducing overtime to determine staggering over hires in the future. The Mayor did advise that funding will come from Unassigned Reserves.

In response to Alderperson Gantz, Chief Muraski advised that the payroll system is not able to identify overtime that specifically results from staffing vacancies; it cannot correctly quantify the reason for the overtime. He further indicated that a vacancy of 8-9 months should have salary savings and there are two vacancies currently; however, some of that savings is reduced by paying overtime to other officers to maintain staffing and service levels. Administrator Delo added that staff will prepare an analysis based on an average for wages with overtime for the remainder of this year and potentially on a 12-month period for the council packet. Although the over hire will not fully wipe out overtime, as there is always unexpected sick leave, FMLA and vacations, etc.; Alderperson Kundinger indicated there should be a benefit.

In response to Alderperson Kundinger's question whether this is a case-by-case basis or being built into the budget going forward, Chief Muraski explained that the department anticipates varying levels of retirements in the next four years of possibly five to six officers; so, in those special circumstances it might be an ask and potentially roll into the budget; however, it is a one-time ask for now. Administrator Delo added that if this is good fit and a successful program, it might be part of the 2024 budget; staff is not comfortable with that approach for now; this ask results primarily from a current CSO being potentially available and not wanting to lose a good employee. Mayor Boyd added that recruiting is competitive.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

7. Consideration of Request to Over Hire One Firefighter Position for the Fire Department.*

Chief Matzke explained to the Committee that the ask is the same for this over hire but the reasons are different. The department currently has vacancies due to Family Medical Leave Act (FMLA), a retirement, and 10 candidates currently on a list in the

hiring process. With vacation season around the corner, the department will operate with three on FMLA. There is no set minimum for staffing by contract, but the department does have its own staffing benchmark. Another piece of this request is for retention purposes; the department is fortunate with its part-time program to have seasoned staff; when full time positions open, those individuals are considered first. Typically, they have 5-15 years of experience, but they start at the bottom of the list when hired on full time and older staff does not want to work as much overtime; however, the bottom person is ordered in, such that the bottom person on all three shifts is forced a considerable amount of overtime. Over the last five years, the average is 2,800 hours of FMLA and worker's compensation for the department, which makes it difficult to retain junior employees. This one time hire for FMLA coverage and should cover one-third of the overtime of 900 hours conservatively. The department is an aging fleet, averaging three per year retiring or otherwise separating from the organization. Timing is driving the need to reduce the overtime due to FMLA and to retain good employees by not overtaxing them, with a hiring process already well underway.

Alderperson Kundinger appreciates that this is a "now ask" to be revisited later, as it is not worth starting a new hiring process.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

8. Consideration and Possible Action on Request from the Chief of Police to authorize expenditure of $5,000 to purchase recruitment materials, backdrops, signage, and branding materials for the Police Department. The funding source would be the Wisconsin Grant Allocated to the De Pere Police Department.*

   Chief Muraski advised the Committee that the department is behind competing agencies at job fairs with brochures and branding materials to market the agency.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

9. Consideration and Possible Action on Request from the Chief of Police to authorize expenditure of $4,000 to purchase less lethal "Pepperball Launchers" for the Police Department. The funding source would be the Wisconsin Grant Allocated to the De Pere Police Department.*

   This item was withdrawn from the Agenda as it was determined not to be an eligible expenditure for the grant funding.

RESULT:	**WITHDRAWN**

10. Consideration and Possible Action on Request from the Chief of Police to authorize expenditure of $20,000 to fund repairs and updates to common areas in the Police Department. The funding source would be the Wisconsin Grant Allocated to the De Pere Police Department.*

    Chief Muraski advised the Committee that the funding source for this item is also the Wisconsin Grant Allocation and the request is to utilize funds to make improvements to

the common area facilities in the department. The PD basement experienced a flood several years ago and there has been a lack of ongoing remodeling; the breakroom facilities are aged and run down, not a warm and welcoming environment. Funding would be used for new cabinets and countertops and possibly some new furniture. The current state does not shine positively for the organization when showing potential candidates these facilities.

Mayor Boyd confirmed the remaining amount, reduced by the two approvals tonight.

Alderperson Kundinger added that this is the department's allocation, and the Committee is approving the line item upon staff recommendation; she believes they should be able to use the funds as they see fit, provided it's an approved use under the grant allocation.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Pamela Gantz, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

11. Consideration and possible action on proposed development agreement terms with the City of De Pere, Wolter Investment Company LLC, and Wolter, Inc. for a proposed development on of Parcel WD-364-D-505-8 for the development of an 88,000-square-foot manufacturing, warehouse, and office facility*

Development Services Director Lindstrom advised the Committee regarding the term sheet for an approximately 80,000 square foot manufacturing, warehouse and office facility for Wolter Investment Company LLC. Wolter (formerly Wisconsin Lift Truck) currently has a long-term lease in its current business park location expiring in 2024, which it plans to extend to build a new facility to be completed by the end of 2024. A site immediately adjacent to the current location would be a great opportunity to keep this business in De Pere; however, the property currently lacks incentive ability as it is not currently in a TID district. New building value is guaranteed at $4.8 million. An overview of the site plan was reviewed and general terms are contained in the agenda packet. Obligations were reviewed, including $82,000 in guaranteed increment value, with a final assessed value by January 1, 2025. The City will work with the Joint Review Board to amend TID #11 for this parcel and two other parcels with development potential; will provide a site assembly grant for $257,000 and pay a sales commission. The total value is 11 to 12 percent of the guaranteed assessed value and similar to other development projects in the business parks.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	John Quigley, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

12. Consideration and Possible Action on the proposed amendment to the Consulting Services Agreement Between the City of De Pere and Vierbicher Associates, Inc. (SP21-02 Community Development Block Grant Special Project Grant Program Administration for Affordable Housing Conversion Project located at 525 North Tenth Street).*

Development Services Director Lindstrom advised the Committee that this item is for an amendment to agreement for grant management services for a Community Development Block Grant the City pursued in 2021. Vierbicher was paid $17,500 ($5,000 less than

maximum awarded by the Department of Administration [DOA]) for grant administration. The DOA conducted a positive audit of the grant management but has requested more information of Vierbicher in order to finalize the close out of the project.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

13. Consideration and Possible Action on the proposed amendment to the Consulting Services Agreement Between the City of De Pere and Walker Consultants, Inc. (Parking Study Implementation and Parking Analysis).*

Development Services Director Lindstrom explained that Walker Consultants prepared a Parking Needs Analysis study in connection with redevelopment of the former Shopko site and impact to the downtown. Since completing the analysis, the development group has altered its proposal necessitating additional work to revise the land use analysis and with revised figures. The additional cost is $6,000 for the amendment requested from unassigned reserves since there is no TID available at this time. The consultant fees could potentially be requested for reimbursement in future development discussions. Mayor Boyd made a Motion to approve, with $6,000 from unassigned reserves; seconded by Alderperson Perock.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Devin Perock, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

14. Consideration and Possible Action on proposed development agreement terms with MASK LLC (Belmark) for a proposed redevelopment of 1862 Commerce DR to include a 20,000-square-foot central maintenance shop.*

Development Services Director Lindstrom advised that this item is for a new addition to the Belmark portfolio to be known as Plant 8, a central maintenance facility, which is currently located at Belmark's least desirable location. Following a relocation of that business approximately three years ago, the former Song Industries location will be the new maintenance facility location. Belmark initially attempted to reuse that location as Plant 7, but that site wasn't large enough and will be used now for a new maintenance shop. The potential new building value is $1.6 million, with $1,092,000 in new increment value. DSD Lindstrom shared the redevelopment plan with the Committee and advised that it will adhere to typical Belmark standards and color palette. Development is anticipated with a final assessed value as of January 1, 2025. The City will acquire an easement and maintenance agreement from Developer for access to stormwater facilities. The City will provide a $100,000 project reimbursement grant in line with business park incentive ranges.

In response to Mayor Boyd, DSD Lindstrom advised that he didn't know offhand how much square footage is owned by Belmark in the business park but he could look it up.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	John Quigley, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

15. Consideration and Possible Action on Noise Consultant Study and De Pere Municipal Code Chapter 146 Ordinance Revisions.*

City Attorney Wachewicz advised that this item has been brought back as a follow-up from last month regarding Avant's noise study and their work performed to date, suggested revisions to the noise ordinance and for further discussions and Committee input. John Hodgson of Avant appears remotely for any Committee questions and to provide guidance.

Mayor Boyd indicated that he has read all the materials and it appears that the City is not far off from the 70's ordinance, but there will be common sense updates that need to be made. He then made a Motion to open the meeting at 8:16 PM, seconded by Alderperson Chandik Kundinger; motion carried by unanimous vote.

Joe Nicks spoke regarding this most important issue in De Pere and referred to a reference Alderperson Quigley made in his campaign materials regarding supporting "responsible growth, while maintaining a high quality of life." He indicated that he assumed the noise ordinance had not changed since 1974, but his research indicated it was significantly changed in 2015, in regard to the Replay Bar on Fort Howard and its ability to have outdoor music. The Council raised the decibel level in 2015 from the 1974 levels. Whether intended or unintended, it is difficult to enforce or investigate noise complaints in De Pere. Avant's 8/19 report noted "one atypical regulation listed in this ordinance is varied noise level limits based on the source property zone-type and the receiving zone-type," with higher limits for commercial and industrial adjacent properties to "the detriment of residential" "and we recommend a discussion on this topic to explore"-- the realistic conversation of where the City wants to be. He commented that Avant made interesting recommendations to change wording and suggestions to address in the building code. The City has options of doing nothing or referring it back to staff; he does not believe the item is not laid out in way that action can be taken tonight; he is not optimistic that changes are going to be made.

Mayor Boyd made a Motion to return to regular order at 8:25 PM; seconded by Alderperson Quigley.

City Attorney Wachewicz advised that the proposed ordinance revision could be prepared for next week's council meeting.

John Hodgson of Avant advised that Mr. Nick summarized their findings fairly well; that lot line issues on the building code side of things are not detailed and a recommendation for that is still ongoing.

In response to Mayor's Boyd question as to how the City's ordinance compares to other municipalities, Mr. Hodgson advised that, in general, De Pere is updating what is out of date and is similar to others, lacking in technical detail. The goal is simplifying for staff to measure to discern if limits are exceeded, so it's not being a matter of opinion and to

establish standardized processes. It should be revised to become clear and concise. The tonal component in common areas is noise that is a whine or hum and is generally more annoying to people. It is an important specialty that falls through the cracks on the old ordinance and vibration is unique; language should be added in order enforce. City Attorney Wachewicz mentioned the other additions with noise and duration to which Mr. Hodgson added that duration is taken into account with standardized measurements; no defined period of time for impact; and quick and loud impulsive noise is a specialty condition.

Mayor Boyd added that enforcement and identification is very difficult and will not go away. Administrator Delo advised that some residents have issues for ongoing common wall noise and that has not been addressed yet; it is more complicated. Mayor Boyd indicated that he is comfortable approving these revisions and moving forward with the common wall issue later. Alderperson Quigley requested more detail regarding the 2015 changes; he would like those brought to council at the next meeting. Mayor Boyd indicated he would make a Motion for this item to be moved forward for further discussion at council and proposed ordinance revisions; seconded by Alderperson Gantz.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

16. Review and Possible Action on City of De Pere Investments and Cash Detail report for February 2023.

Administrator Delo advised the Committee that this report is for informational purposes and is for February 2023, put together by the Deputy Treasurer. Mayor Boyd made a Motion to accept the report and to place it on file; seconded by Alderperson Perock.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Devin Perock, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

17. Future agenda items.

Alderperson Kundinger asked that Unassigned Reserves be listed on the detailed reports showing the cash status, to which Administrator Delo indicated he has discussed this with the Finance Director, and it will be added in the future. Alderperson Kundinger clarified that she would like to see this as a line item on the Cash Detail Report for the May meeting and forward.

18. Adjournment.

Mayor Boyd made a Motion to Adjourn at 839 PM; seconded by Alderperson Perock. Motion carried by unanimous vote.

***Items with an asterisk require City Council approval.**

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Fire Department**
FROM:	**Alan Matzke**
SUBJECT:	**Consideration and Possible Action on Fire Union Grievance Denial Appeal.**

De Pere Professional Firefighter's Association IAFF Local 141 filed a grievance on behalf of one of its members. The grievance was reviewed by the Fire Chief and subsequently denied. The fire union is seeking a hearing in front of the Finance and Personnel Committee as part of the established appeal process under the Collective Bargaining Agreement.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Consideration and Possible Action on the April 2023 Police Overtime Report.**

The overtime (OT) report covers the month of April 2023. April 2023 overtime was much higher than April 2020, 2021, and 2022.

Sick Relief Overtime accounted for 39 hours, the highest month so far this year. Training overtime was 151 hours, and included the Spring Shoot and room clearing.

Staffing Level OT accounted for 127.75 hours, down from 263 in March.

2 New hires will be starting in May. The new hires will need approximately 16 weeks of Field Training before they count toward staffing and help ease the OT burden.

I have updated the new trend chart to help visualize trends. We are currently projecting on a pace that would reach approximately $215,000 in total Overtime.

ATTACHMENTS:

- 2020 PD OT Summary (PDF)
- 2021 PD OT Report Summary (PDF)
- 2022 PD OT Summary (PDF)
- Trend Chart April 2023 (PDF)
- April 2023 PD OT Report (PDF)

DEPEER EPOLICE DEPARTMENT
OVERTIMEBY REASON
2020

REASON	JAN *	FEB **	MAR ***	APR +	MAY ++	JN ^	JL #	AUG ##	SEPT ^^	OCT ^^^	NOV *+	DEC *+*	TOTAL
OFFICER SICK REL EF	90.75	25.50	18.00		10.25	6.50	0.00	20.00	27.50	42.25	61.50	60.00	362.25
OFFICER WORKED ON HOLIDAY	92.75	12.00	12.00	25.75	48.50	8.00	69.25	4.00	108.00	18.00	53.50	96.75	548.50
OFFICER FOR COURT	60.00	4.00	7.00	5.00		3.00	8.00	5.50	7.75	4.00	4.00	2.00	110.25
OFFICER TRAINING	38.50	119.75	56.00	20.00		146.00	104.25	48.25	78.50	142.50	97.00	39.00	889.75
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING		2.00	2.00								1.50	4.50	10.00
STAFFING LEVEL	285.50	107.25	99.00	54.25	42.50	154.50	225.25	279.00	243.50	304.25	94.75	142.75	2032.50
INVESTIGATION	22.50	7.50	32.25	28.25	36.25	25.50	70.75	43.25	74.25	57.25	32.50	32.50	462.75
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	27.75	29.25	13.75					14.00	14.25	16.00	8.00	33.75	156.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED	4.50	14.00								3.25	55.00		76.75
MISCELLANEOUS	15.25	14.25	24.75	5.75	48.00	58.00	2.00	5.75	12.75	27.00	11.00		224.50
MISCELLANEOUS REIMBUSED	11.50	42.25	18.50	12.25	5.75	4.00	31.50	4.00	18.75	11.00	5.75	20.75	186.00
GROSS OFFICER OVERTIME	649.00	377.75	283.25	151.25	191.25	405.50	511.00	423.75	585.25	625.50	424.50	432.00	5060.00
SUBTOTAL REIMBURSED OVERTIME	(43.75)	(85.50)	(32.25)	(12.25)	(5.75)	(4.00)	(31.50)	(18.00)	(33.00)	(30.25)	(68.75)	(54.50)	(419.50)
NET OFFICER OVERTIME	**605.25**	**292.25**	**251.00**	**139.00**	**185.50**	**401.50**	**479.50**	**405.75**	**552.25**	**595.25**	**355.75**	**377.50**	4640.50

TOTAL OVERTIME BUDGET : $ 175,000.00
EXPENDITURES THROUGH 12/31/2020 $ 236,439.64
PERCENT OF TOTAL BUDGET : 135%

NOTES:

*Period 12/28/2019 -1/24/2020
**Period 1/25/2020 -2/21/2020
***Period 2/22/2020 -4/3/2020
+Period 4/4/2020 -4/30/2020
++Period 5/1/2020 -5/31/2020
^Period 6/1/2020 -6/30/2020
#Period 7/1/2020 -7/31/2020
##Period 8/1/2020 -8/31/2020
^^Period 9/1/2020 -9/30/2020
^^^Period 10/1/2020 -10/31/2020
*+Period 11/1/2020 -11/30/2020
*+*Period 12/1/2020 -12/31/2020

Additional Notes:
Changing from Payroll Period Reporting to Monthly Reporting beginning May 1, 2020.

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2021

REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	24.75	11.50	21.50	39.50	11.50		21.25	15.25	3.00	16.00		37.75	202.00
OFFICER WORKED ON HOLIDAY	94.00	16.50		30.00	66.00	4.00	61.00	20.00	117.25		61.50	114.25	584.50
OFFICER FOR COURT	2.75	4.00	16.00	10.00	2.00	14.00	9.00	18.00	12.25	8.00	10.00	6.00	112.00
OFFICER TRAINING	73.00	71.25	82.50	33.25	128.25	55.25	26.75	45.50	131.50	110.50	130.25	28.25	916.25
OFFICER RELIEF FOR FUNERAL			6.75										6.75
OFFICER ATTEND MEETING		7.75		1.00	15.50	7.75	11.25	13.50			7.75		64.50
STAFFING LEVEL	144.25	96.50	124.50	124.25	275.00	256.50	265.00	229.25	137.50	124.75	88.00	167.00	2032.50
INVESTIGATION	68.50	52.50	47.00	28.50	49.75	50.25	64.75	68.25	47.75	52.00	37.75	26.00	593.00
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	28.75	21.25	11.75	42.50	25.50	22.25		18.00	63.75	82.50	9.50	26.00	351.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT	34.50			2.00	60.00								96.50
SPECIAL ASSIGNMENT REIMBURSED							2.00	20.50	6.00	18.00	26.50		73.00
MISCELLANEOUS	11.25	5.25	1.00	8.75	3.25	35.50		5.50	14.25	15.00	19.00	12.00	130.75
MISCELLANEOUS REIMBUSED			21.50	26.25	19.50	1.00		33.50	16.25	11.75	11.25	35.00	176.00
GROSS OFFICER OVERTIME	481.75	286.50	332.50	346.00	656.25	446.50	461.00	487.25	549.50	438.50	401.50	452.25	5339.50
SUBTOTAL REIMBURSED OVERTIME	(28.75)	(21.25)	(33.25)	(68.75)	(45.00)	(23.25)	(2.00)	(72.00)	(86.00)	(112.25)	(47.25)	(61.00)	(600.75)
NET OFFICER OVERTIME	**453.00**	**265.25**	**299.25**	**277.25**	**611.25**	**423.25**	**459.00**	**415.25**	**463.50**	**326.25**	**354.25**	**391.25**	4738.75

***TOTAL OVERTIME BUDGET: $ 175,000.00**
EXPENDITURES THROUGH 12/31/2021 $ 202,559.08
PERCENT OF TOTAL BUDGET: 116%

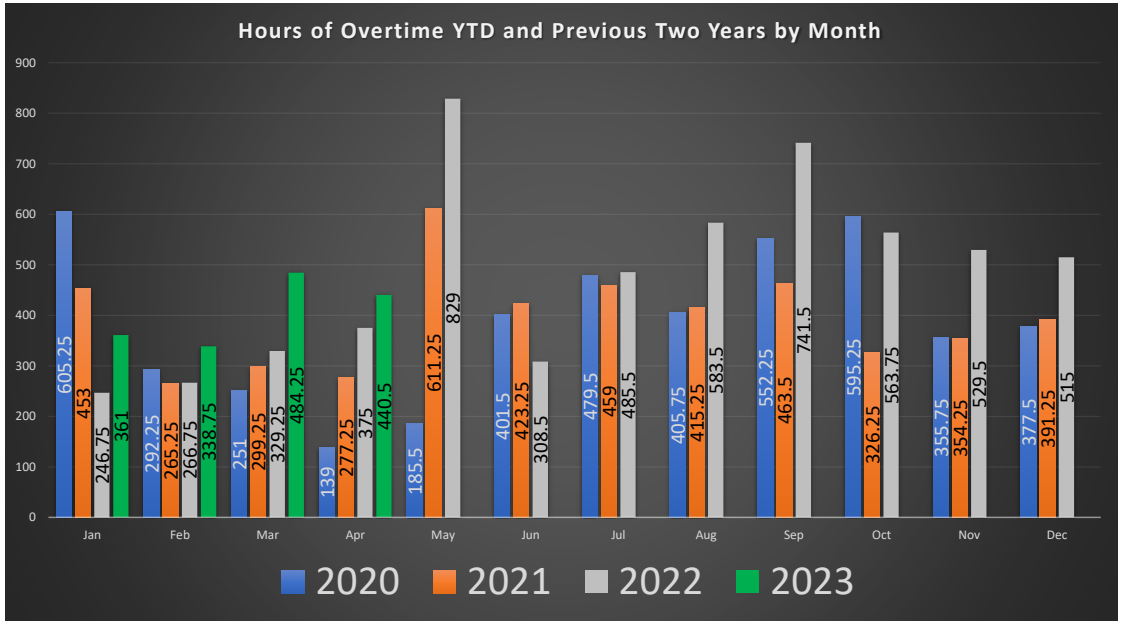
DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2022

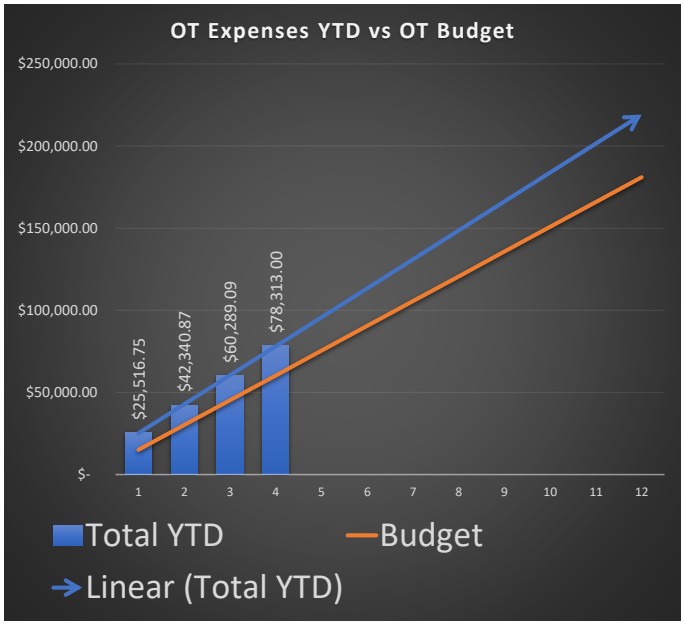
REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	29.25	18.75	40.50	5.50	3.75	7.50	39.75	4.50	3.75	39.75	46.25	47.50	286.75
OFFICER WORKED ON HOLIDAY	58.25	9.75	8.00	34.75	81.25	18.00	60.00	16.75	114.75	24.25	54.25	120.00	600.00
OFFICER FOR COURT	8.00	12.50	23.00	10.00	12.00	26.00	6.00	18.00	21.00	14.00	16.50	6.00	173.00
OFFICER TRAINING	63.25	32.50	53.75	113.00	384.00	34.50	46.00	33.00	243.25	155.00	96.25	56.75	1311.25
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING		21.25	2.75		6.00	5.00	2.25	4.00	2.00	9.75			53.00
STAFFING LEVEL	55.50	126.50	149.25	152.25	153.50	94.00	267.00	369.75	301.75	261.25	232.00	222.50	2385.25
INVESTIGATION	31.00	34.25	38.50	44.75	69.75	40.75	47.00	50.00	46.75	23.50	67.25	52.75	546.25
HONOR GUARD FOR FUNERAL				2.00	1.50	2.00							5.50
SCHOOL LIAISON REIMBURSED	26.25	49.50	20.50	18.00	25.00	32.50		23.00	68.75	45.00	26.00	28.75	363.25
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT					104.00	67.50		25.25		32.75			229.50
SPECIAL ASSIGNMENT REIMBURSED		9.75		2.25	81.00		2.00		5.00	21.50	38.00		159.50
MISCELLANEOUS	1.50	11.25	13.50	12.75	13.25	13.25	17.50	62.25	8.25	3.50	17.00	9.50	183.50
MISCELLANEOUS REIMBUSED	23.25	57.25	37.50	31.75	29.00	56.75	49.00	29.00	34.50	16.25	20.75	24.50	409.50
GROSS OFFICER OVERTIME	296.25	383.25	387.25	427.00	964.00	397.75	536.50	635.50	849.75	646.50	614.25	568.25	6706.25
SUBTOTAL REIMBURSED OVERTIME	(49.50)	(116.50)	(58.00)	(52.00)	(135.00)	(89.25)	(51.00)	(52.00)	(108.25)	(82.75)	(84.75)	(53.25)	(932.25)
NET OFFICER OVERTIME	**246.75**	**266.75**	**329.25**	**375.00**	**829.00**	**308.50**	**485.50**	**583.50**	**741.50**	**563.75**	**529.50**	**515.00**	5774.00

TOTAL OVERTIME BUDGET: $ 175,000.00
EXPENDITURES THROUGH 12/30/2022 $ 259,460.55
PERCENT OF TOTAL BUDGET: 148%

2023 PD Overtime Trends Report

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Yearly Hours	Total Yearly Expendi	Total OT Budget
2020	605.25	292.25	251	139	185.5	401.5	479.5	405.75	552.25	595.25	355.75	377.5	4640.5	$ 236,436.94	$ 175,000.00
2021	453	265.25	299.25	277.25	611.25	423.25	459	415.25	463.5	326.25	354.25	391.25	4738.75	$ 202,559.08	$ 175,000.00
2022	246.75	266.75	329.25	375	829	308.5	485.5	583.5	741.5	563.75	529.5	515	5774	$ 195,590.66	$ 175,000.00
2023	361	338.75	484.25	440.5									1624.5	$ 25,516.75	$ 181,000.00
Total YTD	$ 25,516.75	$ 42,340.87	$ 60,289.09	$ 78,313.00									206459.71		
% of Budget	14.0%	23.0%	33.0%	43.0%									1.13		
Budget	$ 15,083.33	$ 30,166.66	$ 45,249.99	$ 60,333.32	$ 75,416.65	$ 90,499.98	$ 105,583.31	$ 120,666.64	$ 135,749.97	$ 150,833.30	$ 165,916.63	$ 180,999.96			





2023

REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	11.00	15.75	8.00	39.00									73.75
OFFICER WORKED ON HOLIDAY	68.00	8.00	4.00	34.00									114.00
OFFICER FOR COURT	18.00	29.50	15.00	20.00									82.50
OFFICER TRAINING	53.50	98.50	91.75	151.00									394.75
OFFICER RELIEF FOR FUNERAL	0.00												0.00
OFFICER ATTEND MEETING	30.00	8.25	5.25										43.50
STAFFING LEVEL	152.00	81.75	263.00	127.75									624.50
INVESTIGATION	16.00	67.50	76.25	31.75									191.50
HONOR GUARD FOR FUNERAL	0.00	20.00		30.00									50.00
SCHOOL LIAISON REIMBURSED	41.50	29.00	29.25	21.50									121.25
COMMUNITY RELATIONS	0.00												0.00
SPECIAL ASSIGNMENT	0.00												0.00
SPECIAL ASSIGNMENT REIMBURSED	0.00	14.00	5.25										19.25
MISCELLANEOUS	12.50	9.50	21.00	7.00									50.00
MISCELLANEOUS REIMBUSED	20.25	37.50	24.25	31.75									113.75
GROSS OFFICER OVERTIME	422.75	419.25	543.00	493.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1878.75
SUBTOTAL REIMBURSED OVERTIME	(61.75)	(80.50)	(58.75)	(53.25)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(254.25)
NET OFFICER OVERTIME	**361.00**	**338.75**	**484.25**	**440.50**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	1624.50

TOTAL OVERTIME BUDGET: $ 181,000.00

EXPENDITURES THROUGH 4/30/2023 $ 78,313.00

PERCENT OF TOTAL BUDGET: 43%

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Consideration and Possible Action on the Fire Department Overtime and LifeQuest Billing Reports for April, 2023.**

ATTACHMENTS:

- FIRE DEPT APRIL 2023 OT REPORT (PDF)

DE PERE FIRE RESCUE

OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2022

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^^	Sept.^^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	66.75	29.75	15.00	36.00	24.00	20.50	46.75	18.00	12.00	6.00	30.00	9.00	313.75
EMS TRAINING	162.75	193.00	146.50	120.25	52.25	5.25	5.25	67.75	189.50	299.25	54.00	139.50	1,435.25
FIRE TRAINING	50.00	7.75	59.25	70.00	78.75	47.25	13.50	8.50	42.75	19.50	35.75	12.00	445.00
RESCUE CALLS	11.25	12.75	18.25	14.00	1.25	9.00	5.25	9.75	6.75	4.00	21.00	6.00	119.25
FIRE CALLS	0.00	2.00	4.50	0.00	17.50	0.00	9.00	0.00	3.75	2.25	0.00	0.75	39.75
MEETINGS	5.00	21.50	15.75	3.00	29.00	6.75	8.50	58.25	24.00	6.75	0.00	24.00	202.50
STAFFING REP.	232.50	139.75	387.50	180.00	89.75	336.00	1,032.75	589.75	404.25	566.25	400.25	127.50	4,486.25
MAINTENANCE	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50
PUB. ED.	0.00	5.50	0.00	0.00	0.00	27.25	0.00	0.00	45.00	5.50	6.00	0.00	89.25
SPECIAL EVENTS	11.00	17.00	10.25	24.50	14.25	41.25	6.00	51.00	9.75	12.00	0.00	11.00	208.00
# FIRE RUNS	35	31	35	22	38	32	43	25	31	31	34	31	388
# EMS RUNS	252	199	252	205	241	234	233	213	223	214	232	219	2,717
DISPATCH ERRORS	3	1	1	1	4	2	2	2	4	3	2	5	30
TOTAL HRS.	539.25	429.00	657.50	447.75	306.75	493.25	1,127.00	803.00	737.75	921.50	547.00	329.75	7,339.50

Special Events included in Overtime

Total Overtime Budget $110,000, Expenditures through January 3, 2023, $172,643

*Period: 12/24/21-01/21/22
**Period: 01/22/22-02/18/22
***Period: 02/18/22-04/01/22
+Period: 04/02/22-04/29/22
++Period: 04/30/22-05/27/22
+++Period: 05/28/22-06/24/22
^Period: 06/25/22-07/22/22
^^Period: 07/23/22-09/02/22
^^^Period: 09/03/22-09/30/22
#Period: 10/01/22-10/28/22
##Period: 10/29/22-11/25/22
###Period: 11/26/22-12/23/22

OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2023

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^^	Sept.^^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	69.00	40.50	53.00	22.50									185.00
EMS TRAINING	74.25	247.00	115.75	99.00									536.00
FIRE TRAINING	13.50	49.50	21.00	5.25									89.25
RESCUE CALLS	19.50	21.25	20.00	10.00									70.75
FIRE CALLS	8.75	6.25	9.50	1.75									26.25
MEETINGS	10.75	3.00	36.75	5.75									56.25
STAFFING REP.	39.75	509.25	220.50	234.75									1,004.25
MAINTENANCE	3.00	0.00	0.75	0.00									3.75
PUB. ED.	0.00	0.00	0.00	0.00									0.00
SPECIAL EVENTS	0.00	3.00	14.25	0.00									17.25
# FIRE RUNS	36	18	24	27									105
# EMS RUNS	216	189	226	209									840
DISPATCH ERRORS	5	2	6	3									16
TOTAL HRS.	238.50	879.75	491.50	379.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,988.75

Special Events included in Overtime

Total Overtime Budget $115,000, Expenditures through May 1, 2023, $36,561, 32%

*Period: 12/24/22-01/20/23
**Period: 01/21/23-03/03/23
***Period: 03/04/23-03/31/23
+Period: 04/01/23-04/28/23
++Period:
+++Period:
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#Period:
##Period:
###Period:

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR APRIL, 2023

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
4/6/2023	2066 Lawrence Drive	Gas leak	BC111, A121, E121	Investigate	N/A
4/6/2023	201 Bay Park Square (Village of Ashwaubenon)	Building fire	BC111, L111	Standby	N/A
4/9/2023	100 Front Street	Cooking fire (confined to container)	BC111, E121	Investigate, fire out on arrival	N/A
4/11/2023	SB I-41 & Grant Street (Town of Lawrence)	Passenger vehicle fire	BC111, E111, E111	Extinguishment by fire service personnel, salvage & overhaul, provide EMS services	N/A
4/13/2023	1001 Main Avenue	Passenger vehicle fire	BC111, E111, E121	Extinguishment by fire service personnel	N/A
4/13/2023	642 Grant Street	Unauthorized burning	BC111, E111	Extinguishment by fire service personnel	N/A
4/16/2023	1990 S. Ridge Road (Village of Ashwaubenon)	Structure fire	BC111, L111	Dispatched & canceled en route	N/A
4/18/2023	1975 Ridgeway Drive	Detector activation, no fire, unintentional	C102, BC111, E111	Investigate	N/A
4/19/2023	325 S. Broadway Street	Smoke or odor removal	E111	Investigate	N/A
4/21/2023	430 Grant Street	Smoke detection activation, no fire, unintentional	BC111, E111, E121	Investigate	N/A
5/24/2023	508 N. Michigan Street	Gas leak	BC111, L111	Investigate	N/A
4/25/2023	446 S. Fox Croft Drive	Smoke or odor removal	L111	Investigate	N/A
4/27/2023	2249 American Blvd.	Smoke or odor removal	E121	Investigate	N/A
4/27/2023	200 S. Ninth Street	Alarm system activation, no fire, unintentional	E121	Investigate	N/A
4/28/2023	1978 Holmgren Way (Village of Ashwaubenon)	Building fire	BC111, L111	Dispatched & canceled en route	N/A
4/28/2023	2601 Monroe Road (City of Green Bay)	Building fire	BC111, E111	Extinguishment by fire service personnel	N/A
4/29/2023	2472 Lawrence Drive	Trash or rubbish fire, contained	BC111, E111, E121	Extinguishment by fire service personnel	N/A

DE PERE FIRE RESCUE
OVERTIME CAUSED BY SICK LEAVE
APRIL, 2023

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
4/3/2023	21	31.5
4/9/2023	48	72
4/14/2023	3	4.5
4/15/2023	2	3
4/18/2023	10.5	15.75
TOTAL	84.5	126.75

*Overtime generated when staffing levels fall below minimum as a result of sick leave.

LIFEQUEST MEDICAL BILLING - 2023
MONTHLY REPORT

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	249,747	228,076	251,116	214,771		
PAYMENTS	94,422	100,536	102,969	113,182		
CREDIT ADJUSTMENTS	119,181	120,031	111,822	116,186		

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES						
PAYMENTS						
CREDIT ADJUSTMENTS						

Payments to LifeQuest	
January	6,282
February	6,498
March	7,790
April	7,648
May	
June	
July	
August	
September	
October	
November	
December	
Total Paid	$28,219

**See attached details

City Of De Pere

Income and Expenditures

April 2023

All Phases

Charges		Billing	Collection	Total
Billing Charges / Collection Placements		$182,882.65	$31,888.06	$214,770.71
Other	+	$0.00	$0.00	$0.00
Subtotal of Charges		**$182,882.65**	**$31,888.06**	**$214,770.71**
Account Transfers		**$16,219.73**	**$15,668.33**	**$31,888.06**
Credit Summary				
Total Credits		**$213,452.99**	**$14,802.17**	**$228,255.16**
Less Adjustments	-	$116,185.94	$0.00	$116,185.94
Less Delinquent Closed Accounts Reconciliation	-	$0.00	$(65.50)	$(65.50)
Less Overpayments	-	$(1,016.96)	$(30.00)	$(1,046.96)
Gross Payments Received		**$98,284.01**	**$14,897.67**	**$113,181.68**
Plus Overpayment Returns	+	$(226.52)	$(30.00)	$(256.52)
Net Payments Received		**$98,057.49**	**$14,867.67**	**$112,925.16**
Less Payments Kept By Service	-	$0.00	$0.00	$0.00
Total Deposits Reconciliation		**$98,057.49**	**$14,867.67**	**$112,925.16**
Summary of Disbursement				
Total Deposits & Payments Kept By		$98,057.49	$14,867.67	$112,925.16
Plus Overpayment Refunds	+	$(790.44)	$0.00	$(790.44)
Gross Revenue		**$97,267.05**	**$14,867.67**	**$112,134.72**
LifeQuest Fee		$4,377.02	$3,270.89	$7,647.91
Plus Probate Fees	+	$0.00	$0.00	$0.00
Other / Fees		-	-	$0.00
Total Due LifeQuest **Check #** **EFT**		**$4,377.02**	**$3,270.89**	**$7,647.91**
Service Revenue		$92,890.03	$11,596.78	$104,486.81
Less Payments Kept By Service	-	$0.00	$0.00	$0.00
Less Service Payable	-	$0.00	$0.00	$0.00
Less Probate Fees	-	$0.00	$0.00	$0.00
Other / Fees		$0.00	$0.00	$0.00
Total Due Service **Check #** **EFT**		**$92,890.03**	**$11,596.78**	**$104,486.81**

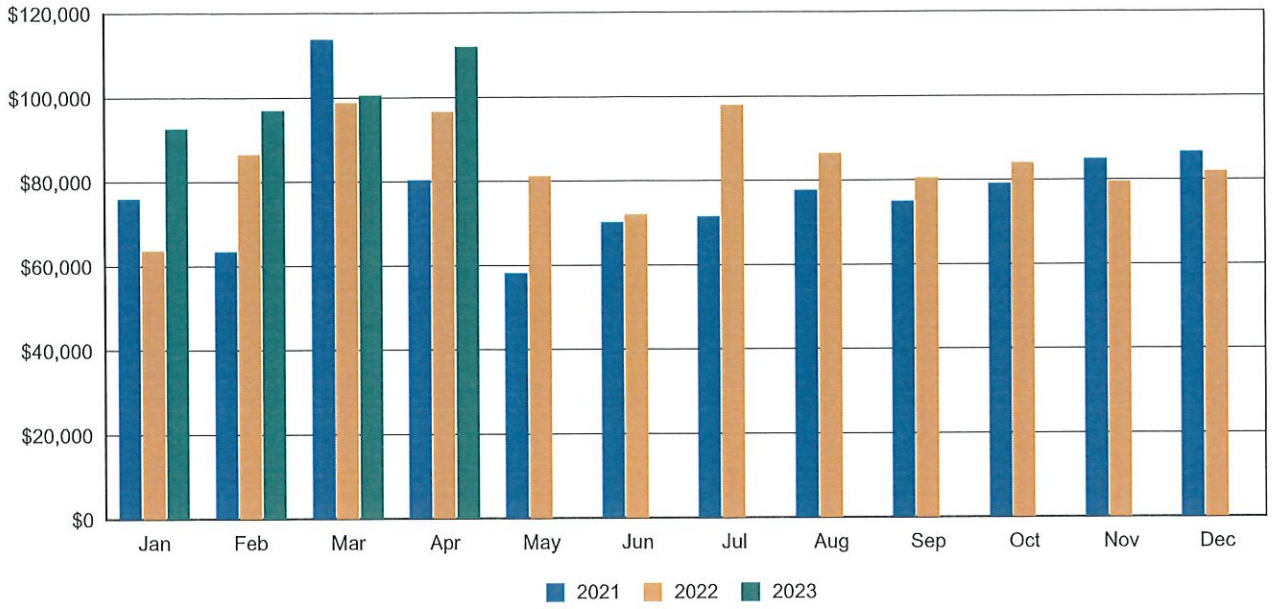
Messages:

Total Deposits EOM differ from bank statement by $8292.67 due to $30.00 Ach return now posted, 3/29 $591.86 Compcare, 3/29 $619.19 Humana,3/29 $1180.00 va, 3/29 $1273.00 umr, 3/30 $69.00 uhc, 3/30 $496.31 echo, 3/30 $69.00 Icare, 3/30 $1249.00 va, 3/30 $578.65 aarp, 3/30 $375.66 uhc, 3/30 $855.82 ngs, 3/31 $508.23 hwho, 3/31 $129.29 wps, 3/31 $13.41 compcare, 3/31 $833..96 dean, 3/31 $800.10 uhc, 3/30 $542.51 uhc, now posted, 4/26 $120.05 regence blueshield, 4/28 $1247.00 va, 4/28 $495.27 uhc not posted jlc 5.1.23

All Phases Gross Revenue

City of De Pere

January 2021 to April 2023



	2021	2022	2023
January	$76,068	$63,841	$92,717
February	$63,602	$86,624	$96,954
March	$113,896	$98,825	$100,571
April	$80,392	$96,607	$112,135
May	$58,325	$81,259	$0
June	$70,239	$72,087	$0
July	$71,566	$97,965	$0
August	$77,763	$86,527	$0
September	$75,107	$80,584	$0
October	$79,194	$84,134	$0
November	$85,024	$79,587	$0
December	$86,681	$81,992	$0
Total Gross Revenue	**$937,858**	**$1,010,034**	**$402,376**

City Of De Pere

Billing Summary

April 2023

Phase 1

Charges			
Billing Charges		$182,882.65	
Other	+	$0.00	
Subtotal of Charges			**$182,882.65**

Account Transfers			
Billing to Collections Transfer Total			**$16,219.73**

Credit Summary			
Total Credits		$213,452.99	
Less Adjustments	-	$116,185.94	
Less Overpayments	-	$(1,016.96)	
Gross Payments Received			**$98,284.01**
Plus Overpayment Returns	-	$(226.52)	
Net Payments Received			**$98,057.49**
Less Payments Kept By Service	-	$0.00	
Total Deposits Reconciliation			**$98,057.49**

Summary of Disbursement			
Total Deposits & Payments Kept By		$98,057.49	
Plus Overpayment Refunds	+	$(790.44)	
Gross Revenue			**$97,267.05**
LifeQuest Fee		$4,377.02	
Plus Probate Fees	+	$0.00	
Total Due LifeQuest Check # EFT			**$4,377.02**
Service Revenue		$92,890.03	
Less Payment Kept By Service	-	$0.00	
Less Service Payable	-	$0.00	
Less Probate Fees	-	$0.00	
Other / Fees	-	$0.00	
Total Due Service Check # EFT			**$92,890.03**

Messages:

Legend:

Charges - Other: Includes insurance interest, transaction fees, probate fees

Credit Summary - Less Overpayments: Includes recoupments, refunds, returns, service payables

Credit Summary - Plus Overpayment Returns: Includes NSF/bank returned type payments

Receivables Distribution Report

Receivables Cash

All Companies

All Directories

Charges	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	Totals
May 2022	10020	39770	19683	7823	1962	1126	242	241	50	50	-718	50 $	80298
181374	5.5	21.9	10.9	4.3	1.1	0.6	0.1	0.1	0	0	-0.4	0 %	44.3
Jun 2022		6148	43991	17570	6212	1538	1738	219	271	349	88	0 $	78125
182315		3.4	24.1	9.6	3.4	0.8	1	0.1	0.1	0.2	0	0 %	42.9
Jul 2022			11811	50340	16296	6529	4277	131	150	150	150	150 $	89984
212516			5.6	23.7	7.7	3.1	2	0.1	0.1	0.1	0.1	0.1 %	42.3
Aug 2022				4148	39546	17217	3603	8227	705	1352	150	1540 $	76487
188907				2.2	20.9	9.1	1.9	4.4	0.4	0.7	0.1	0.8 %	40.5
Sep 2022					5420	43706	23508	8301	3026	1852	1292	375 $	87479
192420					2.8	22.7	12.2	4.3	1.6	1	0.7	0.2 %	45.5
Oct 2022						8983	35308	15297	7932	3620	2587	30 $	73758
183413						4.9	19.3	8.3	4.3	2	1.4	0 %	40.2
Nov 2022							5006	35903	22782	5091	1744	2164 $	72690
176364							2.8	20.4	12.9	2.9	1	1.2 %	41.2
Dec 2022								5364	42270	17049	4898	1957 $	71537
185954								2.9	22.7	9.2	2.6	1.1 %	38.5
Jan 2023									3506	49033	23626	6958 $	83123
208255									1.7	23.5	11.3	3.3 %	39.9
Feb 2023										7272	39910	22361 $	69542
185421										3.9	21.5	12.1 %	37.5
Mar 2023											5502	53158 $	58659
229026											2.4	23.2 %	25.6
Apr 2023												8057 $	8057
116435												6.9 %	6.9

Averages	1st Mo	2nd Mo	3rd Mo	4th Mo	5th Mo	6th Mo	7th Mo	8th Mo	9th Mo	10th Mo	11th Mo	12th Mo
Extended	3.6	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>
Weighted	3.6	22.2	10.3	3.4	1.8	0.8	0.3	0.1	0.3	0	-0.2	0

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Human Resources**
FROM:	**Tracy Hood**
SUBJECT:	**Recommendation and Possible Action to Decrease Number of Hours for Lifeguard Certification/Recertification Cost Reimbursement***

ATTACHMENTS:

- Finance-Personnel Committee Memo - Lifeguard Certification Reimbursement (PDF)

CITY OF DE PERE
MEMO

To: Finance/Personnel Committee
From: Chelsea Moberg, Recreation Supervisor
Tracy Hood, HR Generalist
Date: May 9, 2023
RE: Recommendation and Possible Action to Decrease Number of Hours for Lifeguard Certification/Recertification Cost Reimbursement

The City hires a number of lifeguards during the summer months and as you may be aware, lifeguards are in high demand. To be lifeguard certified requires approximately 30-40 hours of training. The City offers lifeguard certification classes internally, but we are limited to the number of classes we can offer due to having limited pool access before the summer season starts.

Currently we offer reimbursement at the end of the season for lifeguards that work 250 hours per summer. We recommend reducing the total hours required from 250 to 100 hours for lifeguard certification reimbursement. Most local aquatic facilities are offering free or very low-cost certification for their lifeguards. Specifically, we reviewed Green Bay, Ashwaubenon, and a variety of local YMCAs. All options offer their lifeguards classes at no cost to their employees. To address the discrepancy in the short term we recommend adjusting the required hours for lifeguard certification reimbursement from 250 to 100 hours. Additional long-term adjustments will be presented in the future.

Original Wording: The City will reimburse the cost for lifeguard certification for new lifeguards contingent on staff successfully completing one season of employment with an average of 25 hours per week.

Updated Wording: The City of will reimburse the cost of certification or recertification for lifeguard employees contingent on staff successfully working 100 hours within one calendar year.

Expected Financial Impact
If we are fully staffed, approximately 45 seasonal employees are certified lifeguards. Of those roughly 20-23 would be up for certification each year. Certification costs can range from $42 to $250 depending on a variety of factors. Most of those employees would be eligible for reimbursement with this adjustment. We expect the cost of reimbursement to be less than $3,750 in total for this season. A total of $600 was budgeted for lifeguard certification reimbursement for this year. We recommend that any additional funding needed be provided by the Pool Referendum Fund.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Gis**
FROM:	**Bill Boyle**
SUBJECT:	**Consideration and Possible Action on purchase of indoor drone for Public Safety Enhancement.***

ATTACHMENTS:

- AvataFinanceMemo041723 (PDF)

CITY OF DE PERE
MEMO

To: Finance and Personnel Committee/City Council
From: Bill Boyle/Al Matzke/Jeremy Muraski BB AEM
Date: April 12, 2023

RE: **Indoor Drone Purchase Request**

On behalf of the City Drone Team, we seek approval for the purchase of the City's first indoor drone for the enhancement of public safety. The drone team, with support from the Police and Fire Chiefs, seek to be early adopters of this new drone capability.

Cost & Distribution:
This request is for $2,075 and was not part of the 2023 budget, however the approved drone program purchases were under-budget. As a result, there is sufficient funding remaining to cover the aircraft.

Aircraft:
The DJI Avata is the first of its kind, commercial-off-the-shelf rugged drone for use in compact and indoor spaces. The aircraft is purpose built with first person viewer (FPV) control and is nimble enough to travel throughout a building interior, with provisions to keep flying in the event of a collision.

Uses:
The Avata would be used in the following example situations where our current aircraft cannot serve. The drone will provide an option to keep our Police and Fire personnel from entering dangerous environments prematurely/unnecessarily.

- Indoor search and rescue.
- Barricaded person.
- Industrial accidents.
- Indoor chemical spill.
- Crawlspace/basement searches.
- Farming/silo rescue.
- Within wreckage of a train/large vehicle accident.

Your approval of this drone will enhance the safety of our emergency personnel and our entire community. Please contact me with any questions you may have.

Thank you for your consideration.
Bill Boyle, Drone Program Administrator

Jeremy A. Muraski, Chief of Police

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Finance Department**
FROM:	**Pamela Manley**
SUBJECT:	**Consideration and Possible Action on 2023 Tax Bill Preparation Agreement with Brown County.***

This agreement is consistent with last year's agreement; staff's recommendation is to approve with Option A.

ATTACHMENTS:

- Brown County 2023 Tax Bill Preparation Agreement (PDF)

BROWN COUNTY INTERGOVERNMENTAL 2023 PROPERTY TAX BILL AGREEMENT
TAX BILL PREPARATION, WITH MAILING OPTION

This Agreement is entered into by and between **the County of Brown ('County')**, a body corporate as that term is used in Wis. Stat. § 59.01, and the **City of DePere ('Municipality')**. This Agreement is made pursuant to Wis. Stat. § 66.0301, which allows a Wisconsin County to enter into Intergovernmental Agreements with other Wisconsin Municipalities.

Municipality desires for County to prepare (and, **depending on the Mailing Option selected on Page 2, to mail)** its **Real and Personal Property Tax Bills** on its behalf, and County desires to perform said Services, pursuant to the terms and conditions specified below.

1. The term of this Agreement is from the date the last signature on this Agreement is obtained to February 2024.

2. Municipality's Clerk shall provide all **approved** 2023 tax rates to the Brown County Treasurer's Office by November 30, 2023, and on or before February 29, 2024 Municipality shall pay County **$1,500 per year** to contribute to the cost of tax collection software.

3. County, via the Brown County Treasurer Office, shall prepare appropriate tax bills for Municipality, specifying the first installment payment, second installment payment and/or full payment of Real and Personal Property Taxes along with Special Charges and Special Assessments to be due on or before January 31st, 2024. Tax bill preparation includes providing forms, printing, folding, sealing, and presorting the tax bills.

4. **County shall not provide First Installment Property Tax Collection Services. Municipality** shall collect **BOTH** Real Property Taxes (including Special Charges and Special Assessments) **AND** Personal Property Taxes per Wis. Stats. § 74.11(6). **County Treasurer shall collect Second Installment and Delinquent Real Property Taxes** per Wis. Stat. Sec. 74.11(6)(b).

5. On or before January 16, 2024, Municipality shall settle with County for all collections received *prior to* January 1, 2024, including collections for Special Assessments, Special Charges, and Special Taxes, and for General Property Taxes, and Municipality shall pay all taxing districts their proportionate share of levies collected per Wis. Stats. § 74.23.

6. On or before February 20, 2024, Municipality shall settle with County for all collections received *on or after* January 1, 2024 and *on or before* February 7, 2024, including collections for Special Assessments, Special Charges, and Special Taxes, and for General Property Taxes, and Municipality shall pay all taxing districts their proportionate share of levies collected per Wis. Stats. § 74.25.

7. If changes in state law occur during the course of this Agreement which substantially affect the obligations of the County or Municipality under this Agreement, such as a change to Property Tax Preparation and/or Billing requirements, then either County or Municipality may elect to terminate this Agreement by providing the other with thirty days prior written notice on or before October 6, 2023. Any material violation of the terms and conditions of this Agreement shall be grounds for termination upon ninety days written notice.

8. **Mailing Option** (Municipality shall select **one Option** by **checking one of the below boxes**):

☐ OPTION A – COUNTY MAILS TAX BILLS FOR MUNICIPALITY

County shall mail tax bills to taxpayers on behalf of Municipality, and County shall invoice Municipality for actual postage costs incurred due to mailing tax bills to taxpayers, which shall be paid by Municipality on or before January 31, 2024. Municipality Payment to County: **$0.00 per Property Tax Bill prepared plus Actual Postage Costs based on Number of Bills mailed.**

☐ OPTION B – MUNICIPALITY MAILS ITS OWN TAX BILLS

Municipality shall mail its own tax bills to taxpayers at Municipality expense. County shall notify Municipality once tax bills are prepared, and Municipality shall pick up printed tax bills at the Brown County Treasurer Office.

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement, that they shall be bound by the terms and conditions of this Agreement, and that they have authority to enter into this Agreement on behalf of their respective Municipality or County.

City of DePere	**County of Brown**	**Brown County Treasurer's Office**
Name of City	Name of County	Name of County Department
	Troy Streckenbach	**Paul Zeller**
Printed Name of Individual Signing on Behalf of City	Name of Individual Signing on Behalf of County	Name of Individual Signing on Behalf of County Department
	Brown County Executive	**Brown County Treasurer**
Printed Title of Individual Signing on Behalf of City	Title of Individual Signing on Behalf of County	Title of Individual Signing on Behalf of County Department
X	**X**	**X**
Signature of Individual Signing on Behalf of City	Signature of Individual Signing on Behalf of County	Signature of Individual Signing on Behalf of County Department
Date Signed	Date Signed	Date Signed
	(920) 448-4001	**(920) 448-4074**
Phone Number	Phone Number	Phone Number

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Finance Department**
FROM:	**Pamela Manley**
SUBJECT:	**Review and Possible Action on City of De Pere Investments and Cash Detail report for March 2023.**

ATTACHMENTS:

- March 2023 Cash and Investments Memo 5.9.23 (PDF)
- March 2023 Cash and Investments Reports.5.9.23 (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: May 5, 2023
Subject: Cash and Investments Report for March 31st, 2023

I have attached a summary of the City's Cash and Investments for your information and review as of March 31st, 2023. I have also attached last year's monthly summary of the accounts from January 1 to December 31, 2022, so you can see comparable activity throughout the course of the year for all accounts. The City investments return increased $458,824.93 for the year through March 31st, 2023. For your information, our budgeted annual amount for general fund investment income for 2023 is $325,000. The LGIP investment account increased $1,010,911. in March of 2023 due to the receipt of lottery credit payments from the state and decreased by $1,000,000 to cover payroll and accounts payable. Feel free to contact me should you have any questions on this.

DE PERE CASH AND INVESTMENTS SUMMARY

3/31/2023

CASH ACCOUNTS

CHECKING ACCOUNTS	BALANCE
CITY CHECKING	$ 1,688,789.25
HEALTH CHECKING	$ 1,582,427.99
DENTAL CHECKING	$ 98,343.69
SUBTOTAL	**$ 3,369,560.93**
TOTAL CASH	**$ 3,369,560.93**

INVESTMENTS

	BALANCE	INTERST AND APPRECIATION	ANNUALIZED RATE OF RETURN
LGIP	$ 13,803,274.90	$ 149,293.86	4.47%
ASSOCIATED BANK TRUST	$ 4,941,856.39	$ 71,636.54	5.88%
CHARLES SCHWAB INVESTMENTS	$ 6,208,110.42	$ 64,044.03	4.17%
MONEY MARKET	$ 13,712,291.37	$ 173,850.50	4.56%
TOTAL INVESTMENTS	**$ 38,665,533.08**	**$ 458,824.93**	
TOTAL CASH AND INVESTMENTS	**$ 42,035,094.01**		

NOTE: The City budgeted $325,000 for general fund revenues in the 2023 Adopted Budget.

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
March 31, 2023

	31-Jan-2023	28-Feb-2023	31-Mar-2023	30-Apr-2023	31-May-2023	30-Jun-2023
CHECKING ACCOUNTS						
CITY CHECKING	1,870,986.92	1,326,744.41	1,688,789.25	-	-	-
HEALTH CHECKING	1,755,720.84	1,709,250.66	1,582,427.99	-	-	-
DENTAL CHECKING	98,034.92	99,538.51	98,343.69	-	-	-
SUBTOTAL	**$ 3,724,742.68**	**$ 3,135,533.58**	**$ 3,369,560.93**	$ -	$ -	$ -
TOTAL CASH	**$ 3,724,742.68**	**$ 3,135,533.58**	**$ 3,369,560.93**	$ -	$ -	$ -
INVESTMENTS						
LGIP	13,692,384.53	13,740,090.86	13,803,274.90	-	-	-
ASSOCIATED BANK TRUST	4,906,570.44	4,873,387.33	4,941,856.39	-	-	-
CHARLES SCHWAB INVESTMENTS	6,196,864.06	6,164,016.10	6,208,110.42	-	-	-
MONEY MARKET	20,597,891.13	14,658,535.08	13,712,291.37	-	-	-
TOTAL INVESTMENTS	**$ 45,393,710.16**	**$ 39,436,029.37**	**$ 38,665,533.08**	$ -	$ -	$ -
TOTAL CASH AND INVESTMENTS	**$ 49,118,452.84**	**$ 42,571,562.95**	**$ 42,035,094.01**	$ -	$ -	$ -

	31-Jul-2023	31-Aug-2023	30-Sep-2023	31-Oct-2023	30-Nov-2023	31-Dec-2023
CHECKING ACCOUNTS						
CITY CHECKING	-	-	-	-	-	-
NOTE: The City budgeted $325,000	-	-	-	-	-	-
DENTAL CHECKING	-	-	-	-	-	-
SUBTOTAL	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL CASH	$ -	$ -	$ -	$ -	$ -	$ -
INVESTMENTS						
LGIP	-	-	-	-	-	-
ASSOCIATED BANK TRUST	-	-	-	-	-	-
CHARLES SCHWAB INVESTMENTS	-	-	-	-	-	-
MONEY MARKET	-	-	-	-	-	-
TOTAL INVESTMENTS	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL CASH AND INVESTMENTS	$ -	$ -	$ -	$ -	$ -	$ -

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
December 31, 2022

	31-Jan-2022	28-Feb-2022	31-Mar-2022	30-Apr-2022	31-May-2022	30-Jun-2022
CHECKING ACCOUNTS						
CITY CHECKING	1,882,432.25	1,656,061.96	1,252,891.03	1,426,451.35	1,536,669.18	2,289,596.82
HEALTH CHECKING	2,055,650.69	1,940,553.16	1,916,059.42	1,899,131.96	1,909,738.45	1,932,450.88
DENTAL CHECKING	76,478.58	77,741.34	79,124.80	81,774.28	78,088.86	76,231.42
SUBTOTAL	$ 4,014,561.52	$ 3,674,356.46	$ 3,248,075.25	$ 3,407,357.59	$ 3,524,496.49	$ 4,298,279.12
TOTAL CASH	$ 4,014,561.52	$ 3,674,356.46	$ 3,248,075.25	$ 3,407,357.59	$ 3,524,496.49	$ 4,298,279.12
INVESTMENTS						
LGIP	8,036,518.10	7,437,020.05	8,496,842.98	8,866,665.54	9,013,513.87	10,327,894.63
ASSOCIATED BANK TRUST	5,035,698.64	5,015,530.03	4,940,436.94	4,910,138.71	4,939,133.74	4,912,204.19
CHARLES SCHWAB INVESTMENTS	6,330,928.23	6,300,725.14	6,239,753.59	6,207,989.76	6,213,759.36	6,188,228.26
MONEY MARKET	18,842,507.70	12,690,550.12	11,691,830.39	10,192,939.12	9,195,922.20	6,200,046.32
TOTAL INVESTMENTS	$ 38,245,652.67	$ 31,443,825.34	$ 31,368,863.90	$ 30,177,733.13	$ 29,362,329.17	$ 27,628,373.40
TOTAL CASH AND INVESTMENTS	$ 42,260,214.19	$ 35,118,181.80	$ 34,616,939.15	$ 33,585,090.72	$ 32,886,825.66	$ 31,926,652.52

	31-Jul-2022	31-Aug-2022	30-Sep-2022	31-Oct-2022	30-Nov-2022	31-Dec-2022
CHECKING ACCOUNTS						
CITY CHECKING	822,949.66	953,122.70	1,901,788.97	1,535,230.43	1,189,749.44	3,442,584.63
HEALTH CHECKING	1,954,331.82	1,981,651.18	1,992,335.23	1,986,103.44	1,848,566.32	1,862,453.90
DENTAL CHECKING	80,211.31	84,975.21	88,158.71	92,293.53	89,569.90	88,633.27
SUBTOTAL	$ 2,857,492.79	$ 3,019,749.09	$ 3,982,282.91	$ 3,613,627.40	$ 3,127,885.66	$ 5,393,671.80
TOTAL CASH	$ 2,857,492.79	$ 3,019,749.09	$ 3,982,282.91	$ 3,613,627.40	$ 3,127,885.66	$ 5,393,671.80
INVESTMENTS						
LGIP	15,457,457.14	10,513,113.79	17,600,772.37	16,761,594.21	15,716,845.36	13,278,638.76
ASSOCIATED BANK TRUST	4,931,903.14	4,881,928.96	4,826,928.96	4,814,746.43	4,862,723.22	4,870,219.85
CHARLES SCHWAB INVESTMENTS	6,204,320.19	6,167,572.91	6,110,761.69	6,097,149.08	6,116,259.49	6,144,066.39
MONEY MARKET	6,204,659.81	3,410,209.27	3,413,712.90	3,417,337.04	3,420,847.99	16,538,440.87
TOTAL INVESTMENTS	$ 32,798,340.28	$ 24,972,824.93	$ 31,952,175.92	$ 31,090,826.76	$ 30,116,676.06	$ 40,831,365.87
TOTAL CASH AND INVESTMENTS	$ 35,655,833.07	$ 27,992,574.02	$ 35,934,458.83	$ 34,704,454.16	$ 33,244,561.72	$ 46,225,037.67

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Consideration and Possible Action on Funding for Environmental Testing for Nelson Pavilion.**

ATTACHMENTS:

- Memo.Environmental Testing.Nelson (PDF)
- McMahon-Nelson Pavilion Environmental Assessment Propsal (PDF)

CITY OF DE PERE
MEMO

To: Finance Committee
From: Marty Kosobucki
Date: May 9, 2023

RE: Discussion and Possible Action on Environmental Testing for Nelson Pavilion

At the May 2 Council meeting the topic/agenda item of approving the construction bid for the Nelson Pavilion was pulled from the agenda. The reason for this is because we obtained information very late in the process that the Nelson Pavilion location has an issue with contaminated soil. Within the soil report provided to us, it referenced the presence of an odor and suggested consulting with an Environmental Consultant. Prior to approving a bid, we felt it was in the best interest of the project and City to have an Environmental Assessment completed to determine the nature of the odor and its impact on the construction of the Nelson Pavilion. We feel conducting this prior to awarding the bid is the best course of action, as results from the study could have an impact on design and construction method of the Nelson Pavilion.

Our current consultant (McMahon) has provided estimates of environmental testing of the issue found in the soil tests.

McMAHON
ENGINEERS ARCHITECTS

AGREEMENT
For PROFESSIONAL SERVICES

Mr. Marty Kosobucki
City of De Pere
335 South Broadway
De Pere, WI 54115

Date: May 4, 2023

McM. No. M0032-09-99-00012

PROJECT DESCRIPTION:

Complete an Environmental Site Assessment (ESA), Phase II ESA, and General Environmental Services at Voyageur Park, De Pere, Wisconsin.

SCOPE OF SERVICES:

McMahon Associates, Inc. (McMAHON) agrees to provide the following Scope of Services for this project:

ENVIRONMENTAL ASSESSMENT

- Obtain and review Federal, State and local records regarding the site.
- Interview City Officials or local historians regarding the property.
- Obtain and review historical Sanborn Fire Insurance Maps.
- Obtain and review historical aerial photographs.
- Obtain and observe soil samples collected by PSI.

PHASE II ENVIRONMENTAL SITE ASSESSMENT / SOIL MANAGEMENT

- Collect soil and potentially groundwater samples for analysis of Contaminants of Concern (COC).
- Complete Phase II ESA report.
- If necessary, develop a NR 718 Soil Management Plan.
- If necessary, obtain approval from a landfill for disposal of contaminated soil.
- If applicable, notify Wisconsin Department of Natural Resources (DNR) of contaminants and meetings.

SPECIAL TERMS: (Refer Also to General Terms & Conditions - Attached)

The City of De Pere agrees that the Project Description, Scope of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon Associates, Inc.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope of Services described above for the following compensation:

- Rates Per Attached Fee Schedules
- Environmental Assessment ..... $1,500 - $3,000
- Phase II ESA ..... $5,000 - $9,000
- NR 718 Soil Management Plan (if necessary) ..... $3,000 - $6,000
- Landfill Approval & Coordination (if necessary) $1,000
- Wisconsin DNR Meetings/Notifications (if necessary) $1,000

COMPLETION SCHEDULE:

McMahon Associates, Inc. agrees to complete this project as follows:

- The Environmental Assessment will be completed within two to three weeks from authorization. The Phase II ESA will be completed within three to four weeks of authorization.

ACCEPTANCE:

The General Terms & Conditions and the Scope of Services (Defined in The Above Agreement) Are Accepted, and McMahon Associates, Inc. Is Hereby Authorized to Proceed with The Services.

The Agreement Fee Is Firm for Acceptance Within Sixty (60) Days From Date Of This Agreement.

CITY OF DE PERE **Wisconsin**	**McMAHON ASSOCIATES, INC.** **Neenah, Wisconsin**
By: _____	By: _____
(Authorized Signature)	Stuart A. Boerst, P.S.S., P.H.
Title: _____	Title: Associate / Senior Hydrogeologist/Ecologist
Date: _____	Date: May 4, 2023

Please Return One Copy For Our Records

Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025
PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.MCMGRP.COM

McMAHON ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.

2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.

3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.

4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.

6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate	$1,000,000 / $2,000,000
Automobile Liability	
Bodily Injury	$1,000,000
Property Damage	$1,000,000
Professional Liability Coverage	$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to $500,000.

7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.

8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.

9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.

10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.

11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.

13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.

14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.

McMAHON
ENGINEERS ARCHITECTS

FEE SCHEDULE | 2023

McMahon Associates, Inc.

Effective: 01/01/2023

LABOR CLASSIFICATION	HOURLY RATE
Principal	$196.00
Senior Project Manager	$196.00
Project Manager	$139.00 - $182.00
Senior Engineer	$173.00 - $186.00
Engineer	$93.00 - $164.00
Senior Engineering Technician	$127.00 - $140.00
Engineering Technician	$80.00 - $116.00
Senior Architect	$166.00 - $186.00
Architect	$130.00 - $155.00
Senior Land Surveyor	$124.00 - $163.00
Senior Public Management Specialist	$155.00
Public Management Specialist	$127.00
Senior Public Safety Specialist	$155.00
Public Safety Specialist	$127.00
Building Inspector Specialist	$125.00
Land Surveyor	$116.00
K-12 Administrative Specialist	$118.00
Land Surveyor Technician	$80.00 - $103.00
Surveyor Apprentice	$66.00
Erosion Control Technician	$88.00
Senior Hydrogeologist	$196.00
Senior Ecologist	$187.00
Environmental Scientist	$95.00 - $107.00
Senior G.I.S. Analyst	$159.00
G.I.S. Analyst	$88.00 - $108.00
Wetland Delineator	$108.00
Senior Designer	$136.00
Designer	$87.00 - $117.00
Senior On-Site Project Representative	$117.00
On-Site Project Representative	$53.00 - $98.00
State Plan Reviewer	$139.00
Certified Grant Specialist	$141.00
Graphic Designer	$104.00
Senior Administrative Assistant	$90.00 – $101.00
Administrative Assistant	$80.00
Intern	$42.00 - $65.00
Professional Witness Services	$357.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115

Ph 815.636.9590 | Fax 815.636.9591

Email: MCMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385

Ph 219.462.7743 | Fax 219.464.8248

Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM

McMAHON
ENGINEERS ARCHITECTS

REIMBURSABLE EXPENSES SCHEDULE | 2023

McMahon Associates, Inc.

Effective: 01/01/2023

DESCRIPTION	RATE
REIMBURSABLE EXPENSES:	
Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	$1,500.00
REIMBURSABLE UNITS:	
Photocopy Charges - Black & White	$0.08/Image
Photocopy Charges - Color / 8½" x 11"	$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	$0.75/Image
Mileage	$0.75/Mile
Mileage - Truck/Van	$1.05/Mile
All-Terrain Vehicle	$60.00/Day
Global Positioning System (GPS)	$21.00/Hour
Hand-Held Global Positioning System (GPS)	$15.00/Hour
Robotic Total Station	$20.00/Hour
Survey Hubs	$0.45/Each
Survey Lath	$0.80/Each
Survey Paint	$6.00/Can
Survey Ribbon	$3.00/Roll
Survey Rebars - 1¼"	$10.00/Each
Survey Rebars - ¾"	$3.25/Each
Survey Rebars - 5/8"	$2.75/Each
Survey Iron Pipe - 1"	$3.50/Each
Survey Steel Fence Post - 1"	$5.00/Each
Control Spikes	$1.75/Each

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CORPORATE HEADQUARTERS

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Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Mechanical**
FROM:	**Tom Blohowiak**
SUBJECT:	**Consideration and Possible Action on funding the City Hall front desk remodel***

ATTACHMENTS:

- Memo Remodel of Front Counter (DOCX)
- City Hall Health conference room changes marked for new look (PDF)

CITY OF DE PERE
MEMO

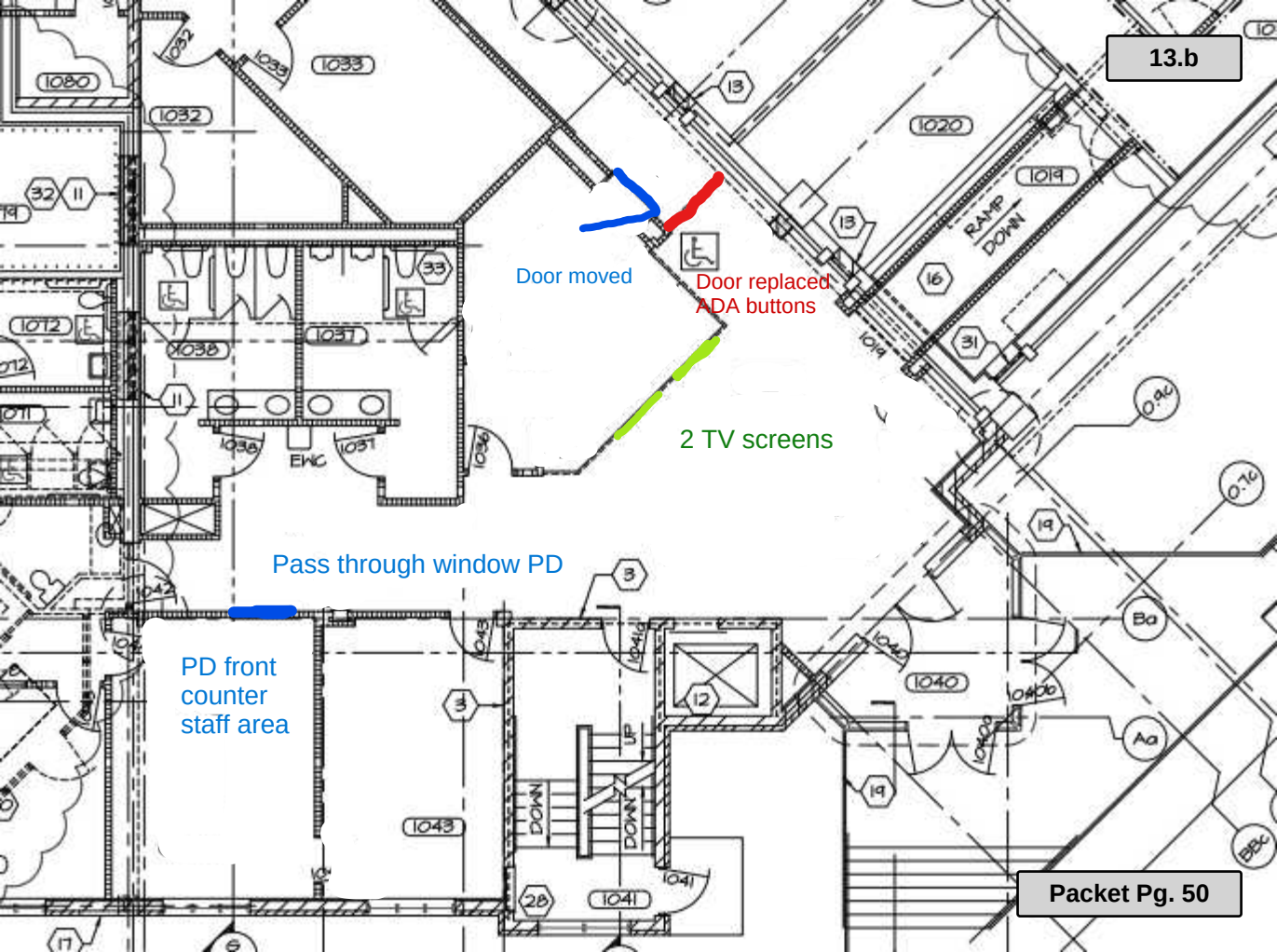
To: Finance Committee
From: Thomas Blohowiak, Maintenance Supervisor
Date: May 09, 2023

RE: **Consideration and possible action on funding the City Hall front desk remodel***

Staff has researched the upgrade for the front desk area of City Hall. There was $20,000 set aside for this project previously under the new branding funds. The cost to complete this remodel project will be $27,172.82. Below is the breakdown of cost.

Vendor	**Work**	**Cost**
CertaPro	Paint	$1,124.00
VDH	Electrical	$5,292.82
Vanden Langenberg	Construction	$7,538.00
Vanden Langenberg	PD Window	$890.00
Macco	Flooring	$2,000.00
Best Buy	2 TVs & brackets	$1,500.00
LaForce	ADA Door upgrade	$8,828.00
Total Project		**$27,172.82**
Allocated funding		$20,000.00
Undesignated branding funds		$8,564.41
Budgeted branding funds available		$28,564.41

Staff recommends completing the remodel using the undesignated branding funds.


13.b
Door moved
Door replaced
ADA buttons
2 TV screens
Pass through window PD
PD front
counter
staff area
Packet Pg. 50

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action for a proposed purchase/sale agreement option terms with And Beyond, LLC for Parcel WD-1138 for a future expansion for Infinity Machine currently located at 2249 American Boulevard***

ATTACHMENTS:

- Infinity FP Memo 05092023 (PDF)
- Infinity Machine Site Concept Site & Renderings 4-12-23 (PDF)
- Option Map 2023 (PDF)
- TID #12 And Beyond Option Agreement (2015) (PDF)

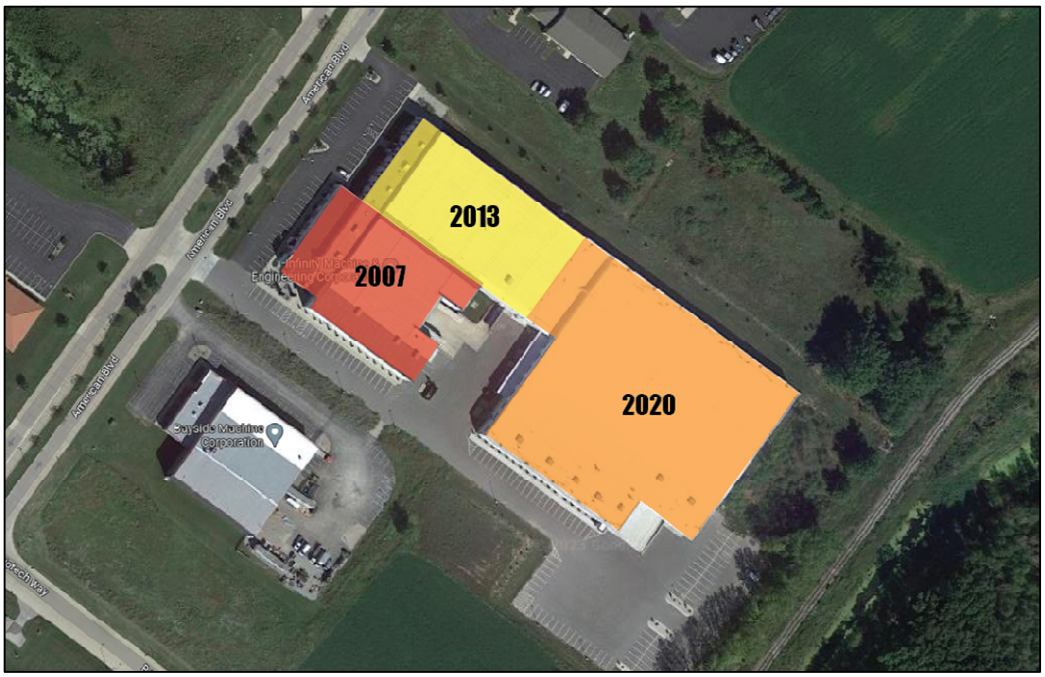
CITY OF DE PERE
MEMO

To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: May 9, 2023

RE: **Consideration and Possible Action for a proposed purchase/sale agreement option terms with And Beyond, LLC for Parcel WD-1138 for a future expansion for Infinity Machine currently located at 2249 American Boulevard***

Infinity Machine and Engineering (And Beyond, LLC – "Developer") continues to experience rapid growth in the automated packaging machinery sector for the tissue paper industry. Infinity provides a complete full services design, engineering, and manufacturing for all tissue product converting. They have full-service sales, service, engineering, and manufacturing facilities in both the De Pere, WI (USA) and in Bologna (Italy), two cities considered to be the tissue packaging capitals of the world.

The De Pere location began in 2008 as a 35,000 square foot office and manufacturing building and in 2013 And Beyond, LLC added an additional 38,000 square feet of office and manufacturing space. In 2015 And Beyond, LLC held an option with the City of De Pere for 5-acres for a second expansion. In 2020, the City of De Pere approved a development agreement and site plan for the second expansion to add 96,000 square feet of manufacturing space – ballooning the site to a total of approximately 169,000 square feet. See the image below for the timeline of expansions.



And Beyond, LLC is now planning for the 3rd expansion and requests an option to purchase the City of De Pere owned 8.99 acre Parcel ID WD-1138 located in the West De Pere Business Park and located directly north of Infinity Machine & Engineering's existing facility. Per Infinity Machine & Engineering:

> *The need for additional land and production space beyond our current facility is driven by the expectation of continued growth. Some of this growth will continue to come from our existing core business. In addition to core business growth, we are positioned to expand into new categories. Signals from customers coupled with the size of the market indicate a high potential for this opportunity.*
> *The new development will include additional production space to accommodate the growth, as well as additional office, R&D, and testing space.*

The City of De Pere proposed to use the 2015 Option to Purchase as the baseline template for an option agreement. The next few pages detail the site summary and proposed terms.

AND BEYOND LLC DEVELOPMENT SITE INFORMATION SUMMARY (Infinity Machine & Engineering):

Address(es):	2249 AMERICAN BLVD 0 BUILDERS CT
Parcel IDs:	WD-1372 WD-1138
TID(s):	12
Acres:	Approximately 8.99 Acres
Proposed Use:	Expanded office, manufacturing, and research and development.
Future Land Use:	Business Park
Zoning:	Business Park 2 (BP-2)
Proposed Zoning:	Unchanged
Current Total Assessed Value (full value):	$0
Potential Addition Building Value (full):	$11,900,000
Office/R&D:	*$3,600,000 (30,000 sq ft x $120 per square foot)*
Storage/Warehouse:	*$8,300,000 (166,000 sq ft x $50 per square foot)*

Example Site Plan



PROPOSED TERMS

General Information

Purpose Use:	Manufacturing, office, Research and Development
Anticipated New Assessed Value:	$11,900,000
Acres:	8.99
Sale Value Per Acre:	$40,000
Sale Price:	$359,600

Option to Purchase Specifics:

1. **Option Fee:** In consideration of, and contingent upon, the annual payment of $4,495.00 ($500 x 8.99) commencing the date of this Agreement, due and payable on or before the anniversary thereof for the following two (2) years, City grants Developer a thirty-six (36) month option to purchase the approximate 8.99-acre parcel described in Exhibit A and hereinafter referred to as "the Option Parcel", which is legally described as:

   LOT 3 OF CSM 9151 IN 2891153 BNG PRT OF SOUTHBRIDGE BUSINESS PARK LOT 4

2. **Option Period.** The thirty-six (36) month option period shall run from the date of this Agreement. Developer shall have an exclusive option to purchase the Option Parcel and City shall not convey any right, title, or interest to the Option Parcel without the written consent or waiver of Developer. It is specifically understood that any rights to the Option Parcel are contingent upon Developer's compliance with this section and the timely payment of the above referenced option fee.

3. **Failure to Pay Annual Option Fee.** If Developer fails to make timely payment of the option fee, City shall be released of all obligations in regard to Developer and the Option Parcel and may market and convey the Option Parcel without any notice or consent of Developer.

4. **Exercise of Option.** If Developer wishes to exercise its option to purchase, it shall provide written notice of the same to City within the option period. Upon service of written notice to City, the parties shall set a mutually agreeable date for closing not more than sixty (60) days from the date of receipt of such notice. The purchase price for the Option Parcel shall be $40,000 per acre plus any fraction thereof. All option fees paid shall be credited to Developer upon purchase of the Option Parcel. Said purchase price shall cover all municipal improvements located adjacent to the site, including concrete paving, curb and gutter, lighting, natural gas, storm sewer, sanitary sewer and municipal water. No assessment will be made to the Option Parcel for these public improvements. This paragraph shall not limit the City's ability to assess the Option Parcel for future public improvements. Sale Price is $359,600.

5. **Site Plan.** Developer shall submit a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities, erosion control, etc.), accessory building or structures, and any other information related to the construction and appearance of the site and building and any accessory buildings or structures thereon which may be reasonably required by City. Said plan shall be submitted to City for approval not more than twelve (12) months after the date of closing on the Option Parcel and prior to any construction. Approval and review of such plan shall be based on the Zoning Code requirements of the subject parcel and may be subject to additional reasonable conditions imposed at the discretion of the City.

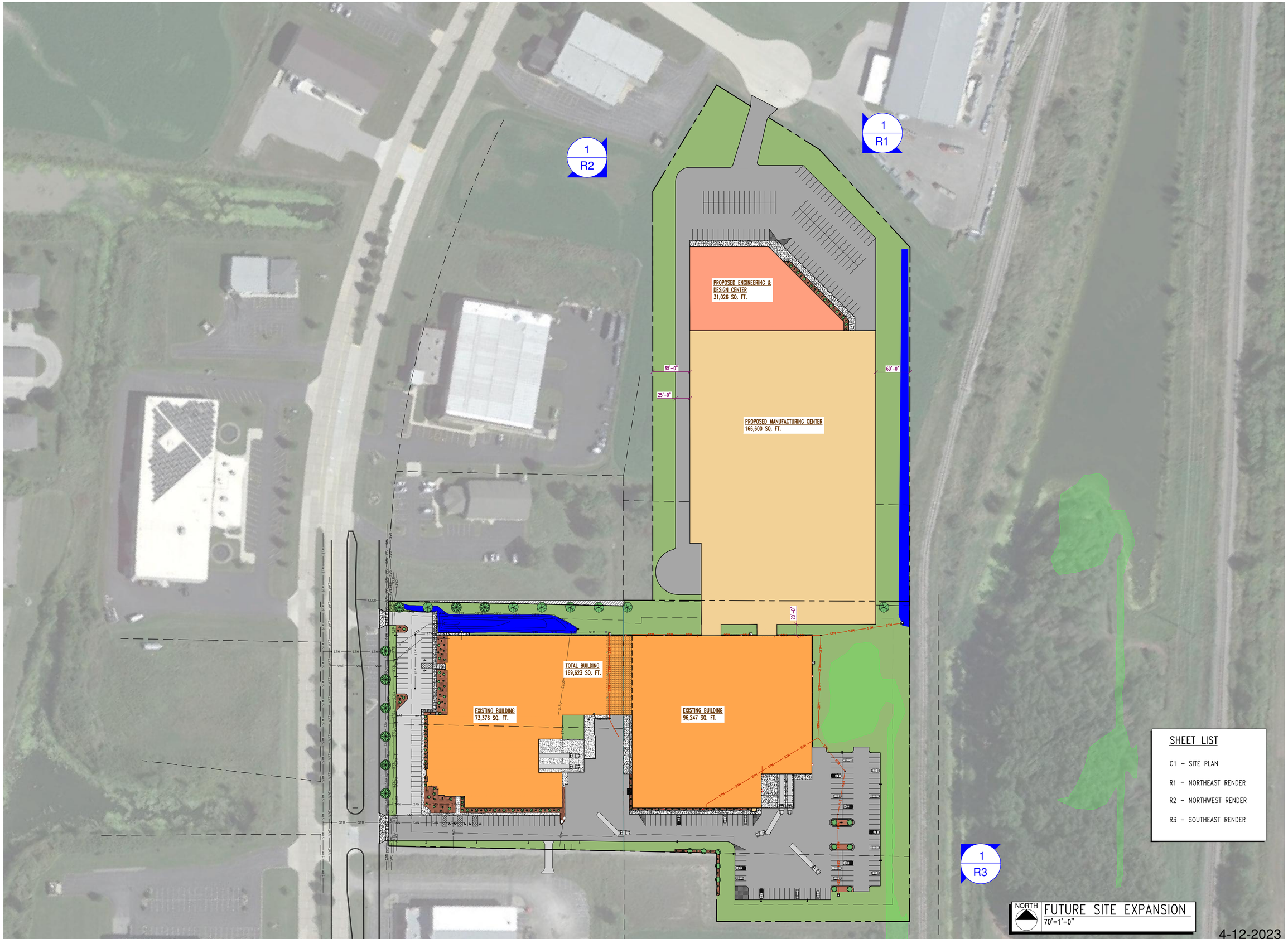
6. **Developer to Substantially Improve**. Developer shall substantially develop the building and improvements on the Option Parcel in accordance with the plan submitted to the City within twelve (12) months of site plan approval. Substantial development as used in this agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be accomplished within a reasonable time, taking into consideration the normal industry standards for the type and complexity of construction involved. Determination of substantial development is to be at the discretion of City.

7. **Failure to Submit Site Plan or Substantially Develop.** If, in the reasonable discretion of City, Developer has not complied with the provisions of Section above, City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory plan or substantially developed the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property less any real property taxes due or liens or judgments of record. If repurchase is made under this section, 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. If Developer is delayed from achieving substantial development as required in this agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

8. **Repurchase Closing.** Closing for repurchase as contemplated in Section above, shall occur not less than sixty (60) days from the date of termination notice referred to in

either Section IV, paragraph C, above, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.

If the Finance and Personnel Committee approves the proposed terms, the City will draft a purchase/sale agreement option terms with And Beyond, LLC that will be reviewed by the Common Council at a future meeting.



SHEET LIST

C1 – SITE PLAN

R1 – NORTHEAST RENDER

R2 – NORTHWEST RENDER

R3 – SOUTHEAST RENDER

4-12-2023

DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION
BUTLER METAL BUILDINGS
Schuh CONSTRUCTION, INC.
Established 1976
N9351 Isaar Road, Seymour, WI 54165 / T:920.833.6465 / F:920.833.2158 / www.schuhconstruction.com
State ID# 680499

Notice: These plans/electronic files are the exclusive property of Schuh Construction, Inc., and are loaned with that understanding.
Plans/electronic files may not be copied, reproduced, or other use may not be made without the consent of Schuh Construction, Inc. Return upon request.

PROJECT:
INFINITY MACHINE CORP
BUILDING EXPANSION TO NORTH
2249 AMERICAN BLVD
DE PERE, WI 54115

PROJECT NO.:

SHEET NO.:
C1

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1 R1 NORTHEAST RENDERING
NOT TO SCALE LOOKING SOUTHWEST

4-12-2023

DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION
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Schuh CONSTRUCTION, INC.
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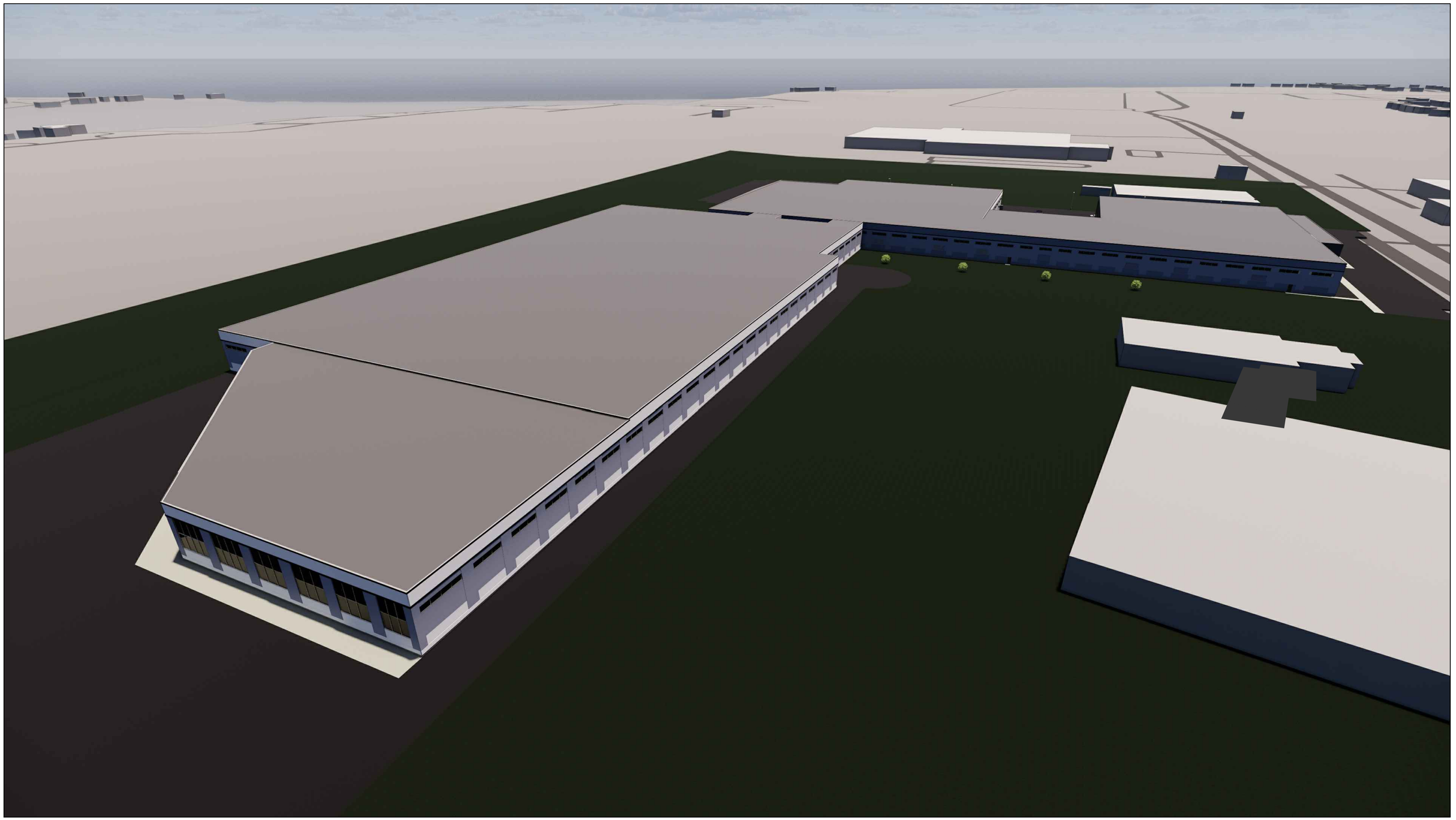
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PROJECT:
INFINITY MACHINE CORP
BUILDING EXPANSION TO NORTH
2249 AMERICAN BLVD
DE PERE, WI 54115

PROJECT NO.:

SHEET NO.:
R1

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1 R2 NORTHWEST RENDERING
NOT TO SCALE LOOKING SOUTHEAST

4-12-2023

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GENERAL CONTRACTING
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2249 AMERICAN BLVD
DE PERE, WI 54115

PROJECT NO.:

SHEET NO.:
R2

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1 R3 SOUTHEAST RENDERING
NOT TO SCALE LOOKING NORTHWEST

4-12-2023

DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION
BUTLER METAL BUILDINGS

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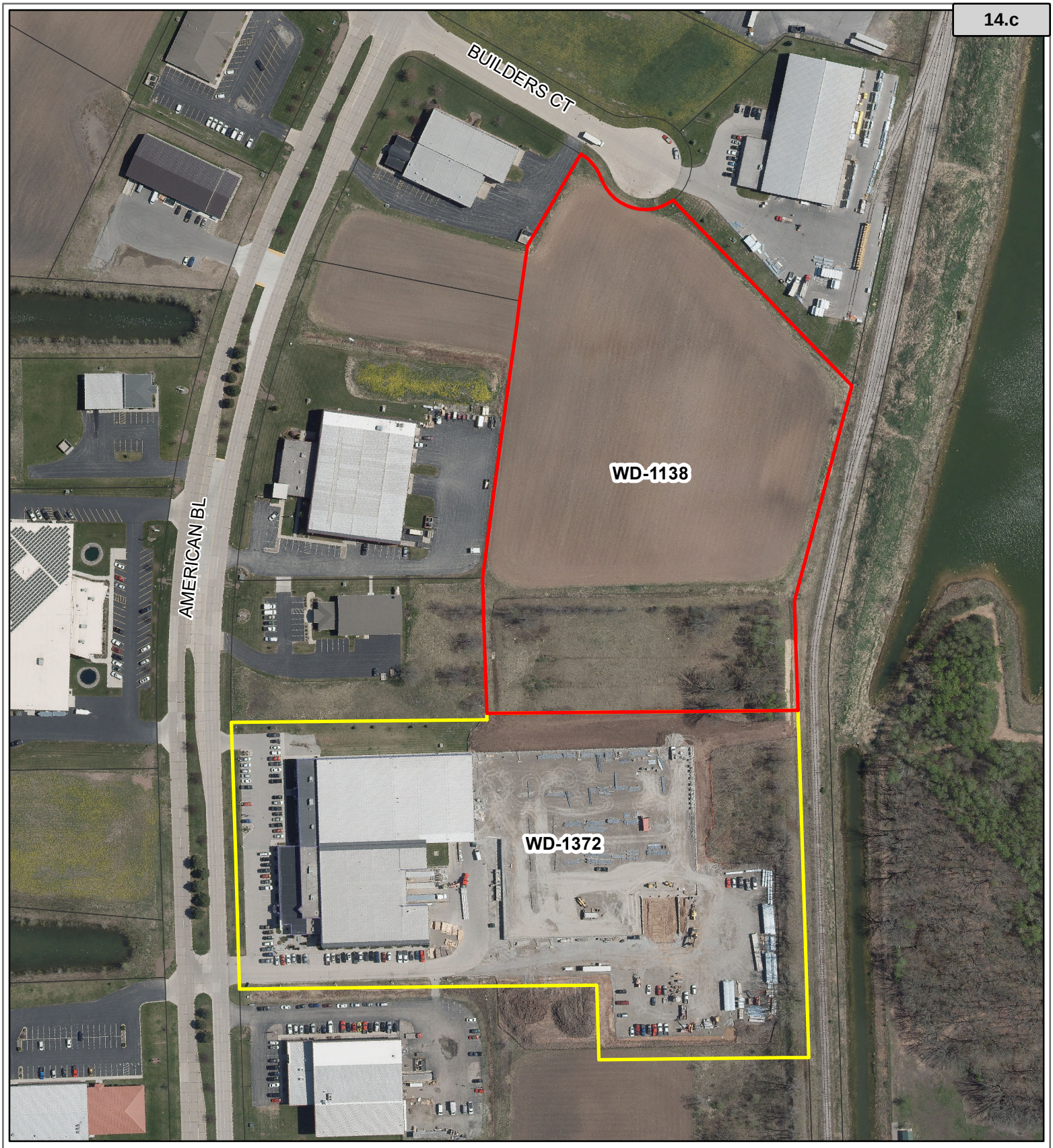
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PROJECT NO.:

SHEET NO.:
R3

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Parcel ID: WD-1138 Sale Map

City of De Pere

Proposed Sale Parcel

Existing And Beyond, LLC Parcel

0 125 250 500 Feet

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

PREVIOUS OPTION EXAMPLE - 2015

AGREEMENT REGARDING AN OPTION TO PURCHASE CERTAIN PROPERTY BETWEEN AND BEYOND, LLC AND THE CITY OF DE PERE (Part of WD-1138-1)

THIS AGREEMENT, made and entered into this 10th day of November, 2015, by and between And Beyond, LLC, a Wisconsin Limited Liability Company ("Developer") and the City of De Pere, Wisconsin, a municipal corporation ("City").

RECITATIONS

WHEREAS, City owns certain property (Parcel WD-1138-1) within its Southbridge Business Park and wishes to develop property within the Business Park; and

WHEREAS, Developer desires to enter into an agreement for an option to purchase an approximate 5.0 acre parcel for the purpose of expansion of Developer's current manufacturing facility located at 2249 American Boulevard, De Pere, Wisconsin 54115; and

WHEREAS, City desires to promote this development.

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

I. OPTION TO PURCHASE.

A. In consideration of, and contingent upon, the annual payment of $2,500 ($500 x 5.0) commencing the date of this Agreement, due and payable on or before the anniversary thereof for the following two (2) years, City grants Developer a thirty-six (36) month option to purchase the approximate 5.0 acre parcel described in Exhibit A and hereinafter referred to as "the Option Parcel", which is legally described as:

Part of Lot 1, Volume 50 of Certified Survey Maps, Page 224, Map Number 7391, Document Number 2220259, being part of Lots 108, 109, 116 and 117 of Williams Grant Subdivision, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Closing Corner of Section 5, T22N-R20E; thence S43°08'55"W, 457.90 feet to the northeast corner of said Lot 1; thence S36°10'58"W, 186.87 feet on the east line of said Lot 1 to the easterly extension of the northerly line of Lot 8, Southbridge Business Park First Addition, the **POINT OF BEGINNING**; thence continuing S36°10'58"W, 430.00 feet on said east line to the easterly extension of the southerly line of Lot 7, Southbridge Business Park First Addition; thence N52°35'25"W, 501.48 feet on said easterly extension of the southerly line of Lot 7 to the southeast corner of said Lot 7; thence N36°10'58"E, 430.00 feet on the easterly line of said Lot 7 and Lot 8, Southbridge Business Park First Addition to the northeast corner of said Lot 8; thence S52°35'25"E, 501.48 feet on the easterly extension of the northerly line of said Lot 8 to the Point of Beginning.

B. **Option Period.** The thirty-six (36) month option period shall run from the date of this Agreement. Developer shall have an exclusive option to purchase the Option Parcel and City shall not convey any right, title, or interest to the Option Parcel without the written consent or waiver of Developer. It is specifically understood that any rights to the Option Parcel are contingent upon Developer's compliance with this section and the timely payment of the above referenced option fee.

C. **Failure to Pay Annual Option Fee**. If Developer fails to make timely payment of the option fee, City shall be released of all obligations in regard to Developer and the Option Parcel and may market and convey the Option Parcel without any notice or consent of Developer.

D. **Exercise of Option**. If Developer wishes to exercise its option to purchase, it shall provide written notice of the same to City within the option period. Upon service of written notice to City, the parties shall set a mutually agreeable date for

closing not more than sixty (60) days from the date of receipt of such notice. The purchase price for the Option Parcel shall be $35,000 per acre plus any fraction thereof. All option fees paid shall be credited to Developer upon purchase of the Option Parcel. Said purchase price shall cover all municipal improvements located adjacent to the site, including concrete paving, curb and gutter, lighting, natural gas, storm sewer, sanitary sewer and municipal water. No assessment will be made to the Option Parcel for these public improvements. This paragraph shall not limit the City's ability to assess the Option Parcel for future public improvements.

E. **Certified Survey Map**. Unless earlier completed, upon service of Developer's notice of exercising its option rights, City shall retain a qualified surveyor to create a Certified Survey Map (CSM) of the Option Parcel. Prior to recording the CSM with the Brown County Register of Deeds, City shall provide a copy of the proposed CSM to Developer for its review and approval, which approval shall not be unreasonably withheld.

II. CLOSING. Closing shall take place at De Pere City Hall, office of City Attorney, within the timeframe set forth in Section I.D unless otherwise agreed by the parties in writing.

A. **Evidence of Title/Title Defects.** City shall at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least seven (7) days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title

insurance company licensed in the State of Wisconsin with an extended coverage endorsement showing title to the property to be marketable. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this agreement or reschedule the closing at its option.

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

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

1. Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the property.

2. Easements of record provided the same do not restrict or interfere with the intended use of the property.

3. Provisions of this Agreement.

D. **Access Prior to Closing.** City shall permit Developer access to the Option Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City, it'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 activities as contemplated by

this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

III. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. **Environmental Condition of Property.** City has forwarded to Developer a Phase I Environmental Audit of the Option Parcel. At the time of the purchase of the property, City made reasonable inquiries into the use of said property and was informed that during the time of prior ownership, said Parcel was used as farm land. Based on the results of those inquiries and information supplied to date, City represents as follows:

1. **Past Use of Property.** To the best of its knowledge, no portion of the Option Parcel has ever been used:

(a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et. seq.

(b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

(c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et. seq.

(d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et. seq.

(e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.

(f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et. seq.

(g) As a sanitary landfill or open dump within the meaning of Chapter 144, Wis. Stats., and NR 500, Wis. Adm. Code or 52 U.S.C. 6941, et. seq.

2. **Release of Hazardous Substances.** To the best of its knowledge as to prior ownership, and the City warrants and represents during its ownership, there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the Option Parcel subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C. 9601, et. seq., or subject to any action that may make the buyer liable in tort under common law, public, or private nuisance action.

3. **Threatened or Pending Environmental Litigation.** No portion of the property is the subject of threatened or pending investigation or lawsuit or administrative action by any person, forum, governmental body or any entity relating to or arising from any manner of circumstances subject to regulation pursuant to any statute, ordinances, or regulations.

4. **Compliance with federal, state, or local environmental laws.** The current use of the Option Parcel is fully in compliance with all federal, state, county, and municipal laws and regulations.

5. **Flood plain and wetlands.** The City has not and the City is not required to under this Agreement, undertake a wetland delineation study for the Option Parcel.

B. **Provisions to Survive Closing.** The representation provisions of this section shall survive the closing of this transaction.

IV. POST CLOSING CONTINGENCIES.

A. **Site Plan.** Developer shall submit a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities, erosion control, etc. . . .), accessory building or structures, and any other information related to the construction and appearance of the site and building and any accessory buildings or structures thereon which may be reasonably required by City. Said plan shall be submitted to City for approval not more than twelve (12) months after the date of closing on the Option Parcel and prior to any construction. Approval and review of such plan shall be based on the City's Planning and Development Standards for the Business Park and may be subject to additional reasonable conditions imposed at the discretion of the City. If the provisions of this paragraph are not complied with, the City may proceed as provided in Section IV, paragraph C, below.

B. **Developer to Substantially Improve.** Developer shall substantially develop the building and improvements on the Option Parcel in accordance with the plan submitted to the City within twelve (12) months of site plan approval. Substantial development as used in this agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be

accomplished within a reasonable time, taking into consideration the normal industry standards for the type and complexity of construction involved. Determination of substantial development is to be at the discretion of City.

C. **Failure to Submit Site Plan or Substantially Develop.** If, in the reasonable discretion of City, Developer has not complied with the provisions of Section IV, paragraphs A or B, above, City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory plan or substantially developed the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property less any real property taxes due or liens or judgments of record. If repurchase is made under this section, 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. If Developer is delayed from achieving substantial development as required in this agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

D. **Repurchase Closing.** Closing for repurchase as contemplated in Section IV, paragraph C, above, shall occur not less than sixty (60) days from the date of termination notice referred to in either Section IV, paragraph C, above, unless another

time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.

V. DEFAULT PROVISIONS.

A. **Breach and Cure.** Any provision of this contract which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has fifteen (15) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

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

VI. MISCELLANEOUS.

A. **Obligations run with the Land**. The obligations contained herein shall run with the land and are binding on all Buyer's successors and assigns. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

B. **Assignment**. Neither Developer nor City shall have the right to assign this Agreement or any rights or obligations thereunder without first having obtained the written consent of the other party.

C. **Contractual Interpretation**. The paragraphs headed by Roman numerals in this contract are referred to as sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The section, paragraph, and subparagraph headings of this agreement are for convenience of reference only and shall not limit or otherwise effect or be used in the construction of any terms of the provision of this Agreement.

D. **Notices**. All notices required by this Agreement must be in writing and sent certified mail, return receipt requested, to the addresses below. All notices shall be deemed received on the date of the postmark.

If to Buyer:

And Beyond, LLC
Attn: Scott Santaga
2249 American Blvd
De Pere, WI 54115

If to City:

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

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

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

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

[Signatures on following page]

AND BEYOND, LLC
By:

Scott A. Santaga
Title: PRESIDENT

CITY OF DE PERE
By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this 2nd day of November, 2015, the above named Scott A. Santaga, known to me as the person who executed the foregoing instrument and acknowledge the same.

Notary Public: Kari L. Natzke
My Commission expires: 10/24/2017

KARI L. NATZKE NOTARY PUBLIC STATE OF WISCONSIN

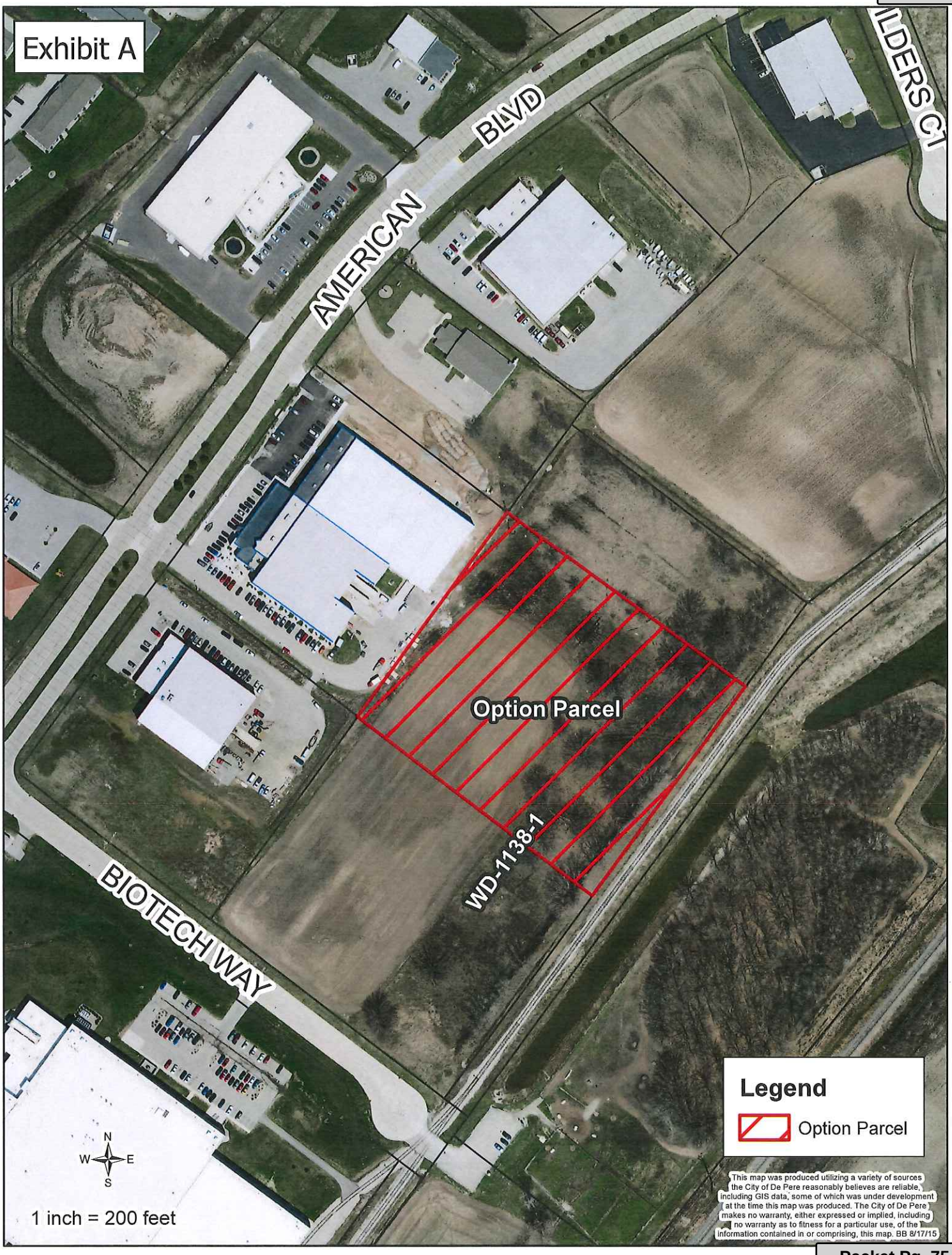
STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this 10th day of November, 2015, the above named Michael J. Walsh, Mayor and Shana L. Defnet, Clerk-Treasurer, known to me as the persons who executed the foregoing instrument and acknowledge the same.

Notary Public: Jennifer Dupont
My Commission expires: 5/15/16

JENNIFER DUPONT NOTARY PUBLIC STATE OF WISCONSIN

Drafted by: Judith Schmidt-Lehman
H:\jdupont\Agreements\2015\And Beyond - Option 9-15-138-004-15.docx


Exhibit A
AMERICAN BLVD
ILDERS CT
Option Parcel
WD-1138-1
BIOTECH WAY
N
W
E
S
1 inch = 200 feet
Legend
Option Parcel
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. BB 8/17/15

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action on a 270-day Planning Option request from Smet Construction Services for a portion of Parcel WD-L492-B (West Industrial Park)***

ATTACHMENTS:

- SMET WD-L492-B Planning Option Memo (PDF)
- Lot 1 Option (PDF)
- WD-L492-B Example Site Plan Phase 1 (PDF)
- WD-L492-B Example Site Plan Phase 2 (PDF)
- Letter of Intent (DOCX)

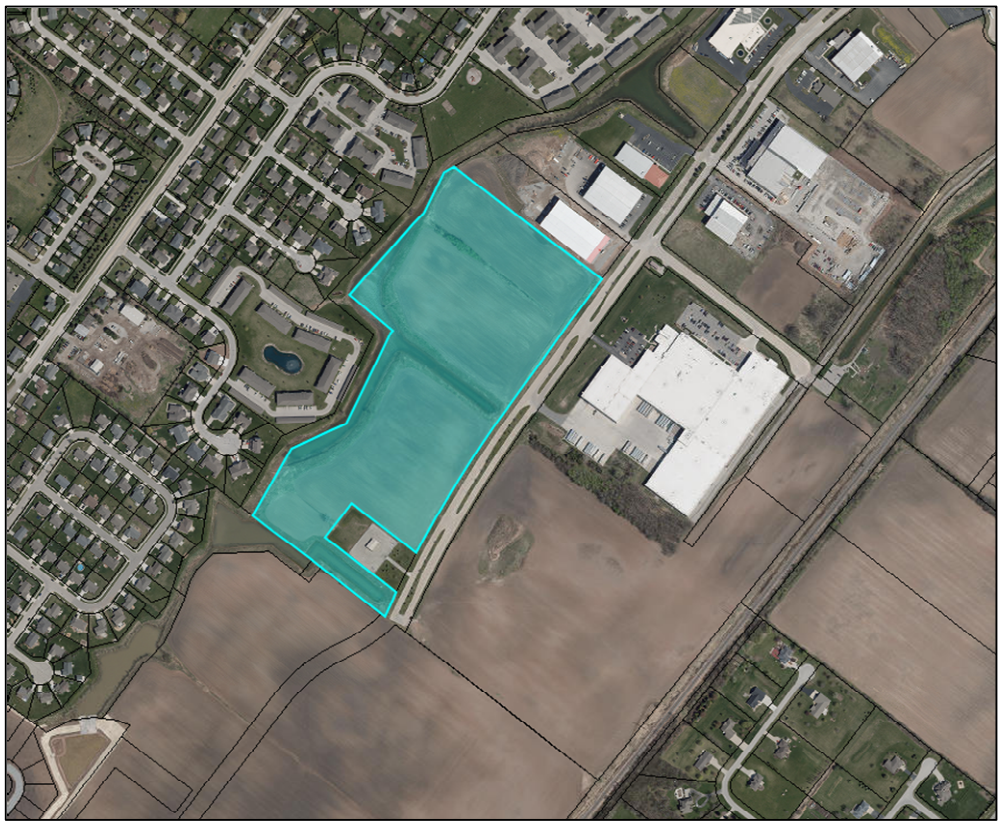
CITY OF DE PERE
MEMO

To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: May 9, 2023

RE: **Consideration and Possible Action on a 270-day Planning Option request from Smet Construction Services for a portion of Parcel WD-L492-B (West Industrial Park)***

Summary
This past February, the Development Services Department responded to a site selection request from Smet Construction Services regarding a site inquiry for approximately 5-acres of land for a local company looking to expand their operation. The city responded to the request for information with Parcel WD-L-492-B on American Blvd Ave (site map attached). The Company retailed Smet Construction Services to assist with the development of a one-story, +/-45,000 SF manufacturing building of which 7,350 SF within the structure is office and restrooms for their 90 employees. Smet also stated the development could expand the building later to accommodate the anticipated growth. The proposed use would be completely contained within the building. Example site plans are attached to this memo.

Since the first discussions, Smet was informed their client's parent company will conduct due diligence between the De Pere site and a site located out-of-state. As such, because of interest rates and uncertainty of the economy, their client has chosen to delay construction until the first quarter of 2024. For that reason, Smet requests a 270-day planning option to evaluate the purchase of said property. Should they decide not to build, Smet will notify the city as soon as is possible prior to the 270-day termination.



Smet Construction Services Site Information

Parcel IDs:	WD-L492-B
Location:	American BLVD
TID:	TID No. 12
Acres:	Approximately 5.675 acres
Purpose:	Manufacturing
Future Land Use	Business Park
Current Zoning:	Business Park - 2
Proposed Use Classification:	Fabrication and Production – Moderate Impact (permitted)

Requested Option:

The Developer requests a 270-day Planning Option to continue site due diligence and to evaluate the ability to access the rail spur for product deliveries.

Example Development Timeline (not assuming extensions)

1. Finance and Personnel Committee Meeting to recommend approval of the Planning Option – May 9, 2023.
2. Common Council Meeting to approve the Planning Option – June 06, 2023.
3. 270-Day Due Diligence Planning Option – June 06, 2023 to March 12, 2024.

Proposed Option Terms Summary:

- City to present the Developer with a 270-Day Planning Option to conduct site due diligence for a fee of TWO THOUSAND NINTY EIGHT DOLLARS AND 97/100 ($2,098.97).
  prorated for $500 per acre, per year

  Developer may, upon written notice extend for an additional 90-day period for a fee of SIX HUNDRED NINTY NINE DOLLARS AND 65/100 ($699.65) each.
  prorated for $500 per acre, per year

- City, during the Initial Term or any Extended Term, shall not convey, sell, lease or transfer any indicia of ownership to any other legal entity and hereby grants to Developer exclusive rights to negotiate the purchase of the Property unless Developer notifies City in writing that it is terminating the Option and will not purchase the Property.

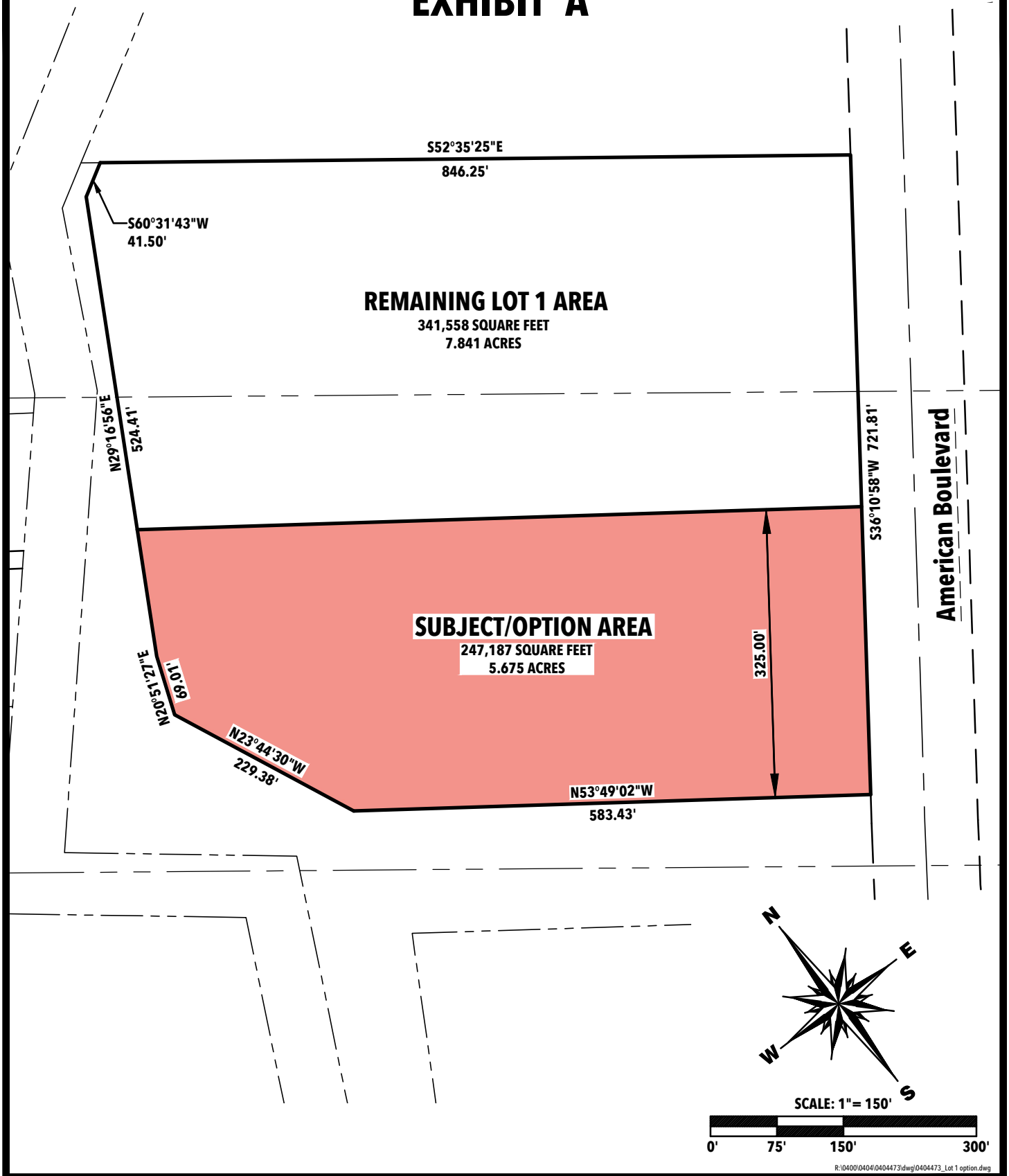
- Option will allow the Developer to perform due diligence tasks and engage in the process of negotiating the purchase of the Property. During the Initial Term, Developer, its representatives, and agents may enter upon and inspect the Property and conduct, at Developer's sole expense, any and all feasibility, environmental, or other studies, analyses or examinations of Property as Developer deems necessary or desirable, and to satisfy itself with regard to zoning and permitting issues, availability of utilities, and all other matters related to the Property and Developer's development. The City shall grant an ROP to the Developer to prepare a wetland delineation and share it with the City.

- Developer shall be responsible to restore the Property to its original condition for any entry, inspection or conduct pursuant to any of the Developer's due diligence activities.

- Developer shall save and hold the City harmless from any and all injury that may occur to any party as the result of Developer's due diligence activities related to the Property.
- During the Initial Term or any Extended Term, and upon determining the potential development is feasible, the Parties shall work together and negotiate proposed Property sale and development terms, which shall be presented to the City's Finance/Personnel Committee for review, with final approval of a negotiated Property Sale/Development Agreement by the City's Common Council.
- In the event Developer determines the potential development is not feasible during the term of this Option, the Developer shall notify the City in writing of its determination and this Option shall immediately terminate. Developer shall not be entitled to a refund of any fees paid to the City during the Initial Term or any Extended Term except that the funds paid by Developer to City.

Staff recommends the approval of the Planning Option for potential development. If the Finance and Personnel Committee recommends approval of the Planning Option, the City Attorney will prepare a complete Planning Option agreement with more detailed and negotiated terms to present to the Common Council for approval.

EXHIBIT 'A'



R:\0400\0404\0404473\dwg\0404473_Lot 1 option.dwg

Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releeinc.com

DE PERE RUNS DEEPER

CITY OF DE PERE
Development Services
335 S. Broadway
De Pere, Wisconsin 54115

Office (920) 339-4053

Date: 04/17/2023

REL Job #:404473

Exhibit
Sheet 1 of 1



City of De Pere Site Inquiry - Parcel WD-L492-B (American Blvd) Phase 1
- Approximately 5.42 Acres
- 45,000 Square Feet (220'x225')
- 97 Parking stalls shown (expandable)



City of De Pere Site Inquiry - Parcel WD-L492-B (American Blvd) Phase 2

- **Approximately 5.42 Acres**
- **45,000 Square Feet (220'x225')**
- **35,000 Square Feet Expansion Area (as shown) - possible up to 50,000 square feet.**
- **129 Parking stalls shown (expandable - reusing previous drive isle and loop road**

DE PERE

SMET CONSTRUCTION SERVICES

Letter of Intent

April 13, 2023

City of De Pere Development Services Department
Attn: Daniel Lindstrom
335 S. Broadway
De Pere, WI 54115

Re: Option request for land located in the West De Pere industrial park by Smet Construction Services.

Smet Construction Services is currently working with a local company to build and lease 45,000 square feet of manufacturing/office space. They're currently in two locations and would like to combine both locations into one space and prefer the De Pere location on American Dr.

Our client is in a strong growth mode and expects to add another 35,000 square feet within 5 years. Their plan for the initial space is to be fully operational by December of 2024.

Because of interest rates and uncertainty of the economy, our client has chosen to delay construction until the first quarter of 2024. For that reason, Smet requests a 270-day planning option to purchase said property. Should they decide not to build, Smet will notify the city as soon as is possible prior to the 270 day termination.

Attached is a floor plan and site plan of the initial space. The building includes 7,350 square feet of office space and 37,650 square feet of shop space, two loading docks and parking for 90 employees.

Sincerely,

Scott Smet
Smet Construction Services

(920)532.3828
2080 Profit Place
De Pere, WI 54115
smet.com

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action on the utilization of the Housing Affordability Funds "Deeper Roots - Housing Stock Improvement Program"***

ATTACHMENTS:

- Housing Program Memo - May 2023 (PDF)
- 1. Housing Stock Improvement Program Information 2023 (PDF)
- 2. De Pere Housing Improvement Program Application 2023 (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor James Boyd
City of De Pere Common Council

From: Daniel Lindstrom, Development Services Director

Date: May 9, 2023

RE: Discussion regarding the use of the Affordable Housing Funding from the Extension of TID No. 6.

1. Consideration and Possible Action on the utilization of the Housing Affordability Funds "Deeper Roots - Housing Stock Improvement Program"*
2. Consideration and Possible Action on the utilization of the Housing Affordability Funds "Look Up Downtown - Upper Story Residential Activation and Renovation Program"*
3. Consideration and Possible Action on the utilization of the Housing Affordability Funds Habitat for Humanity "Rock the Block" Program*
4. Consideration and Possible Action on the utilization of the Housing Affordability Funds to reserve the remaining Housing Affordability funds for (1) a residential lot purchase program to grant residential lots to non-for-profits to infill within newly planned neighborhoods, and (2) include capitalizing funding for affordable housing units in multi-family TIF developments.*

The City created TID No. 6 as an industrial TID on the west side on March 3, 1998. The TID had a maximum life of March 3, 2021 and was extended for 1 year to capture funds for affordable housing. In 2022, the City received $1,968,527 to use in affordable housing and for general housing stock improvement. Each municipality must identify its affordable housing needs and develop a plan. State law requires a municipality to use the funds for affordable housing and to describe how it will use the funds in its affordable housing extension resolution. In 2021 the City stated 75% of the funds received by extending TID No. 6 for affordable housing throughout the community by implementing neighborhood and affordable housing initiatives that included:

(1) An affordable housing development program to include affordable units, as defined by WHEDA and CDBG limits, in residential or mixed-use developments;
(2) A second story/upper story activation program to renovate and update units within and around the downtown for affordable units; and
(3) A housing stock improvement program for those that qualify under the affordable housing program

The City can amend desired programs after receiving the funds provided at least 75% of the funds are used for affordable housing and is stated in a new approval resolution.

After the January 10, 2023 Finance and Personnel Committee meeting, the Common Council weighed in on the proposed programs through the ARPA discussion. Therefore, staff is proposing to use the ARPA discussions as a template for the affordable housing programs. The Council can amend the program funding at any time after a review of the various program utilization rates. The proposed program summaries are listed below and generally detailed in the following pages. The greater program details are included in each individual agenda item.

- Deeper Roots -Affordable Housing Stock Improvement Loan Program
- Look Up De Pere - Upper Story Housing Activation
- Rock The Block by Habitat for Humanity
- Affordable Lot Purchase Program and Affordable Housing in Multi-Family TIF Developments

Deeper Roots
Affordable Housing Stock Improvement Loan Program

Program Overview: The Affordable Housing Stock Improvement Program would be intended to modernize and improve the housing stock in De Pere while maintaining affordability for homeowners and buyers. Loans would consist of 0% interest over the life of the loan, and act as a deferred second mortgage with no principal or interest payments due until after five-years following the award of the loan, or at the sale (or refinancing) of the home, whichever comes sooner. The expectation is that the borrower will preserve sufficient equity to allow for the repayment of the De Pere Housing Stock Improvement Loan at the end of the loan term. At the end of the loan term, the amount of the loan must be repaid in full. The maximum amount of any loan award will be $20,000 or 50% of the total improvement costs for owner-occupied single or two-family units.

Staff proposes $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: $400,000 housing affordability funds and $100,000 ARPA (approved). The first $100,000 of the program shall be funded from ARPA.

Program Funding Amount: TBD following Discussion with Finance and Personnel Committee

General Program Requirements: Funds may be used to 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 roofing, water heaters, and fixtures will not be funded. Homes must be occupied by the funding applicant as the owner for five (5) years after the time improvements.

The program is limited to those making 100% or less than the county median income.

2022: Brown County Median Qualifying Incomes (100% of County Median Income)	
1 Person: $63,200	5 Persons: $97,500
2 Persons: $72,200	6 Persons: $104,700
3 Persons: $81,200	7 Persons: $111,900
4 Persons: $90,200	8 Persons: $119,100

The program is limited to owner-occupied 1 and 2-family homes with a most recent assessed value at or below 120% 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 120% of the median assessed value of residential property in De Pere. This determination will be based on the most recent figure, at the time of the loan application, from the City of De Pere assessment data or the US Census Bureau. For example, on January 1, 2023, the median assessed value of an owner-occupied single-family residential property was $233,053; therefore, eligible homes would be those assessed at or below $279,670 (rounded 120% of $233,053). 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%.

The draft program materials are attached to this memo. The City Attorney shall review, edit, and approve all program documents prior to Common Council review and action.

Look Up De Pere
Upper Story Housing Activation

Program Overview: The "Look Up De Pere" program would offer forgivable loans to existing property owners and those interested in purchasing older downtown properties for improvements to the second stories to reactivate and renovate units downtown. Property owners within the Main Street District of the City of De Pere are eligible for matching grant funds for improvements made to improve, renovate, or establish residential units above storefronts. The program would be designed as a matching grant program, the City would reimburse the property owner for up to 50% of the expense, to a maximum match of $5,000 for each unit. Each parcel with an existing building is eligible for up to a total of $30,000 (6 units). Grants will be awarded to eligible applicants while funds are available. Façade grant funds may not be used as matching funds to the "Look Up De Pere" Program; however, receiving a façade grant does not prohibit the application to this program and vice versa.

Staff proposes $150,000 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: $150,000 housing affordability funds and TID No. 7 and TID No. 9 funds where appropriate

General Program Requirements: Units must be affordable as the following.

- Rented to an individual or family at 80% of the county median income.
- Rents are capped at WHEDA Rent Limits published annually.
- Renters may not spend more than 30% of their income on housing-related expenses.

Income Limits (2022)

FAMILY SIZE	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
COUNTY:									
Brown	50,560	57,760	64,960	72,160	78,000	83,760	89,520	95,280	101,040

Rent Limits (2022)

WISCONSIN STANDARD MULTIFAMILY TAX SUBSIDY PROJECT INCOME LIMITS
Estimated Maximum Rent Limits at 80% 2022 County Median Income
Effective April 18, 2022

BEDROOM SIZE:	EFF.	ONE	TWO	THREE	FOUR	FIVE	SIX
COUNTY:							
Brown	1264	1354	1624	1877	2094	2310	2526

The applicant must agree to replay the grant if they sell the building to a new entity they do not have an ownership stake during the 5 years following the implementation of the improvements. Moreover, if the applicant wishes to return to the unit to market rates, they shall also return a prorated portion of the grant. The repayment shall be prorated for any years in which the unit was held for affordable housing purposes. The grant repayment schedule shall be 20% principal reduction of the zero-interest loan for each year the unit remains affordable as defined in a loan agreement. *The grant/forgivable loan capitalized lost revenue at $100 a month over the life of the grant.*

The draft program materials are attached to this memo. The City Attorney shall review, edit, and approve all program documents prior to Common Council review and action.

Note: If the program is structured as a standard loan, it likely could not be used for affordable housing since the owner would not be able to capture the market-rate rent to pay off the loan. A forgivable loan would allow the city to require the units to be affordable for a certain number of years – i.e., capitalizing the lost revenue from affordable housing units compared to market rate units.

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Rock The Block
by Habitat for Humanity

Program Overview: Greater Green Bay Habitat for Humanity is launching Rock the Block program, a weeklong event that brings together residents, municipalities, community partners, and donors to repair homes for eligible low-income homeowners and improve community spaces. Typically, 20 to 30 projects are completed with the help of more than 150 volunteers over a few blocks to make a big impact in the area. These projects improve and beautify neighborhoods, increase property values, and have a ripple effect on all homes in the neighborhood.

The Rock the Block is a partnership between Greater Green Bay Habitat for Humanity, volunteers, donors, community partners, and municipalities to provide affordable repairs and maintenance to properties. Participation will include prep work, working alongside the volunteers, and other tasks as homeowners are able.

Habitat for Humanity would manage the program and potential participants are encouraged to use the proposed Deeper Roots - Affordable Housing Stock Improvement Loan Program as a possible funding source. Working with the Habitat for Humanity program manager for multiple loans would simplify the loan process.

The cost of the program is approximately $400,000 per project year ($800,000 for two projects in the City of De Pere).

Recommended Funding:

East Side Project:	$150,000 housing affordability funds $50,000 ARPA (approved) $200,000 private/corporate match donations
West Side Project:	$150,000 housing affordability funds $50,000 ARPA (approved) $200,000 private/corporate match donations

Program Funding Amount: Staff would recommend requiring Habitat for Humanity to find corporate donations to match the city investment so the City can complete two separate projects. If recommended for approval, staff anticipates focusing on one east or west side neighborhood in 2024 and focusing on a neighborhood on the opposite side of the river in 2025 or 2026. Habitat for Humanity can only focus on one community each year and they are also in discussions with the City of Green Bay for the program schedule.

General Program Requirements: Eligibility is based on income guidelines and proof of homeownership. The cost of repairs can be secured by a zero percent interest deferred loan or paid in full upfront. The loan must be repaid upon moving or selling the home. Qualified repairs include but are not limited to painting, gutters, landscaping, roofing, siding, porch repair, and more.

The City Attorney and Development Services Director would work with Habitat for Humanity to draft an agreement agreeable to both parties to achieve objectives listed above and attached to this memo. The agreement would come before the Common Council as a separate action item.

Lot Purchase Program

Program Overview: The Lot Purchase Program would allow for the purchase of new lots in existing and new subdivisions to reserve lots for affordable units. To achieve that goal, the City of De Pere would purchase lots in a proposed subdivision to sell to non-profit organizations at a reduced rate for the development of affordable housing in new subdivisions.

This program could be coupled with the request for the city to finance residential infrastructure projects. Therefore, if the developer is receiving the benefit of the city borrowing at lower interest rates and deferred special assessments, the community would receive the benefit of more affordable new homes within the community.

Homes built within the subdivisions would still be required to follow all developer-created restrictive covenants to ensure the home fits within the subdivision's character.

Recommended Funding: TIF Affordable Housing Extension
Other TIDs appropriate

Program Funding Amount: Combined funding with Affordable Housing in Multi-Family TIF Developments Funding.
Total Funding: $1,118,527

Requirements: Common Council must authorize the purchase any lots; therefore, staff would present purchase options to the Finance and Personnel Committee as developer proposed subdivision projects either with or without the use of the City-Financed Residential Infrastructure program.

Affordable Housing in Multifamily TIF Developments

Program Overview: A program to offer additional incentives to include affordable units as defined by WHEDA and CDBG rent limits, in multi-family residential or mixed-use developments. This program could mirror the WHEDA Section 42 program, but at a local level with fewer reporting requirements.

Recommended Funding: TIF Affordable Housing Extension
Other TIDs appropriate

Program Funding Amount: Combined funding with Affordable Housing in Multi-Family TIF Developments Funding.
Total Funding: $1,118,527

Requirements: Each project would be specific to the project needs; however, some of the program requirements could include designating a certain number of units as affordable as defined as the following.

- Rented to an individual or family at 80% of the county median income.
- Rents capped at WHEDA Rent Limits published annually.
- Renters may not spend more than 30% of their income on housing-related expenses.

Income Limits (2022)

FAMILY SIZE	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
COUNTY:									
Brown	50,560	57,760	64,960	72,160	78,000	83,760	89,520	95,280	101,040

Rent Limits (2022)

WISCONSIN STANDARD MULTIFAMILY TAX SUBSIDY PROJECT INCOME LIMITS
Estimated Maximum Rent Limits at 80% 2022 County Median Income
Effective April 18, 2022

BEDROOM SIZE:	EFF.	ONE	TWO	THREE	FOUR	FIVE	SIX
COUNTY:							
Brown	1264	1354	1624	1877	2094	2310	2526

The developer shall include income limit units for __ years and shall/must contract with WHEDA for monitoring.

These example standards resemble some of the requirements of the WHEDA Section 42 Housing Tax Credit Program.

Funds could also be used to create an RFP for an affordable housing TIF Policy that the Council can use as a guide for incorporating affordable housing units into multifamily projects.



“DEEPER ROOTS”

Housing and Affordable Housing Stock Improvement Loan Program

City of De Pere, Wisconsin

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Development Services Department
_____ ___, 2023

A. Summary Description

The City of De Pere's Deeper Roots Housing Stock Improvement Program intends to modernize and improve the housing stock in De Pere while maintaining affordability for homeowners and buyers. The program was created by the City of De Pere and is administered by the City of De Pere Development Services Department. 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 stated 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 who are looking to use the upgrades as a way to customize the home to their specific needs and wants.

Funds from the program will be available in the form of a deferred second mortgage loan with 0% interest over the 10-year life of the loan funded through the use of TIF funds from the closure of TID No. 6 and any future TIDs and funding made available from the City and City Partners. Important byproducts resulting from home improvements made through this program include the sustaining of 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 aesthetics.

The total funding allocation for the Deeper Roots Affordable Housing Stock Improvement Program 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:

Homes must be occupied by the funding applicant as the owner for two (2) years after the time improvements are made and the program is limited to those making 100% or less than the area county median income reported by 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%.

2022: Brown County Median Qualifying Incomes (100% of County Median Income)

1 Person: $63,200	5 Persons: $97,500
2 Persons: $72,200	6 Persons: $104,700
3 Persons: $81,200	7 Persons: $111,900
4 Persons: $90,200	8 Persons: $119,100

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 120% 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 120% of the median assessed value of residential property in De Pere. This determination will be based on the most recent figure, at the time of the loan application, from the City of De Pere assessment data or the US Census Bureau. For example, on January 1, 2023, the median assessed value of an owner-occupied single-family residential property was $233,053; therefore, eligible homes would be those assessed at or below $279,670 (rounded 120% of $233,053).

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

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

All decisions regarding loan fund disbursements, loan eligibility, and the uses of loan funds will be made by the City of De Pere.

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 the final paperwork is signed by all parties prior to work commencing. The owner is not required to select the lowest bidding contractor.

E. Loan Terms and Conditions

Loans will consist of 0% interest over the 10- year life of the loan, and act as a deferred second mortgage with no principal or payments due until after five (5) years 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, whichever comes sooner. The expectation is that the borrower will preserve sufficient equity to allow for the repayment of the De Pere Housing Stock Improvement loan after the initial 5 years. At the end of the loan term, the amount of the loan must be repaid in full. The City will notify the applicant 1- year prior to the first loan payment date.

The maximum amount of any loan award will be $20,000 or 50% of the total improvement cost, whichever is less.

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 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.

Process

1. Submit the completed application form, with necessary attachments, to the Development Services Department. The (selected committee) will act on complete applications within sixty (60) days. Depending

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upon the project, the applicant may need to also seek Zoning Administrator and/or Plan Commission design review concurrent with (selected committee) 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. All applicants must submit a signed statement certifying availability and source of matching funds. 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 commitment of the applicant's matching funds 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 including 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.

F. Questions and Contacts

City of De Pere
ATTN: Daniel J Lindstrom
335 S. Broadway
De Pere, WI 54115
Email: dlindstrom@deperewi.gov

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Deeper Roots

De Pere Affordable Housing Stock Improvement Loan Program

APPLICATION FORM

Please review and complete the following application for the Housing Stock Improvement Loan Program to become eligible for a home rehabilitation loan.

Application Number (office use only) _____

Date: _____

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Applicant Information

Name of applicant: _____

Address: _____ Phone: _____

Name and address of employer: _____

Employer contact person: _____

Business phone: _____ Number of years at this job: _____

Co-Applicant Information

Name of applicant: _____

Address: _____ Phone: _____

Name and address of employer: _____

Employer contact person: _____

Business phone: _____ Number of years at this job: _____

Other Applicant Information (if applicable)

Household size: _____

How long have you lived at your current residence? _____

Do you rent or own your current residence? _____

Have you purchased a home before? Yes_____ No_____

If yes, how long ago? _____

Will your total housing costs (i.e. mortgage principal, interest, property taxes, insurance, etc.) following the proposed improvements be less than 30% or your household income[1]?
(You must answer yes and verify to be eligible to participate in this program.) Yes_____ No_____

[1] If necessary, the City of De Pere may request documentation to verify income and housing costs.

Deeper Roots - De Pere Housing Stock Improvement Loan Program
Application Number (office use only): _____ Date: _____

Property Where Improvements Will be Made

Address: _____

Number of bedrooms: _____ Age of home/structure: _____

Are you purchasing this home/structure, or do you currently reside there?

_____Currently reside in this housing structure

_____Purchasing this housing structure (if yes, see below)

If purchasing, please complete the following information:

Offered purchase price: $_____ Amount of down payment: $_____

Realtor name and company: _____ Phone: _____

Do you have an accepted offer to purchase? _____

Primary lender name and address: _____

Primary lender contact person: _____ Phone: _____

Are there existing mortgages on the property? Yes_____ No_____

(if yes, you must provide documentation showing a loan-to-value less than 90%)

Improvement Description

All applicants - please use the space below to describe the home upgrades that you propose to make should you receive program loan funds. Please note that funds may only be used for improvements made on the primary housing structure and not any accessory structures on a particular lot. Please attach any concept drawings or pictures as necessary.

_____
_____
_____
_____
_____
_____
_____
_____
_____

Total cost of improvements: $_____

Amount of loan you are seeking*: $_____

*The maximum is $20,000 or 50% of the total cost of improvements, whichever is less.

Certification

I hereby certify that to the best of my knowledge and belief, the content of the application is true and correct. I/we consent to the disclosure of such information for purposes of verification related to my/our application for financial assistance. I/we understand that giving false information on this application will result in disqualification from the home improvement program.

Signature of applicant: _____ Date: _____

Signature of co-applicant: _____ Date: _____

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City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action on the utilization of the Housing Affordability Funds "Look Up Downtown - Upper Story Residential Activation and Renovation Program"***

See the previous memo in the "Consideration and Possible Action on the utilization of the Housing Affordability Funds - "Deeper Roots - Housing Stock Improvement Program"*" agenda item.

ATTACHMENTS:

- 1. Upper Story Activation Renovation Guide (PDF)
- 2. Upper Story Activation Renovation Application 2023 (PDF)



“Look Up Downtown”
City of De Pere, Wisconsin

Upper Story Residential
Activation and Renovation Program

Development Services Department
_____, __, 2023

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A. Summary Description and Eligibility

The City of De Pere is offering grants to property owners and those interested in purchasing older downtown properties for improvements to the second stories to reactive and renovate units into downtown residential units that are not currently used as residential units. The “Look Up Downtown” strives to enhance the quality of downtown De Pere structures, foster working relationships between the public and private sectors, and increase the City's downtown tax base.

The total Affordable Housing Fund allocation for the Deeper Roots Affordable Housing Stock Improvement Program is $150,000 until the fund has been exhausted.

B. Eligibility Requirements and Funding Availability

Property owners within the Main Street District of the City of De Pere are eligible for matching grant funds for improvements made to improve, renovate, or establish residential units above storefronts. The program is designed as a matching grant program. The City will reimburse the property owner or business for up to 50% of the expense, to a maximum match of $6,000 for each unit. Each parcel with an existing building is eligible for up to a total of $30,000 (five units).

Grants will be awarded to eligible applicants while funds are available. Façade grant funds may not be used as matching funds to the “Look Up Downtown” Program; however, receiving a façade grant does not prohibit the application to this program and vice versa.

Applicants who secure funds from other BID or City programs may use those funds as a match for the “Look Up Downtown” program. The program is available to any De Pere property owners or businesses located within the Main Street District. Applications will be reviewed by (selected committee) on a first-come, first-serve basis. The program funds eligible activities for existing structures only - new construction is not eligible. Tax-exempt properties are not eligible. All work must be completed within twelve months of the date of a signed agreement.

C. Eligible Uses of Grant Funds

Funds may also be used to make upgrades to residential units including electrical, plumbing, mechanical, or other functionally outdated features, to bring them into compliance with current standards and codes. Funds may be used to modernize the unit to current quality, efficiency, and performance levels. All systems (listed above) impacted by improvements shall be brought into full code compliance prior to receiving an occupancy permit. In addition to home system upgrades, loan funds may also be used for window replacement and insulation improvements, measures that will increase the heating and cooling efficiency and overall performance of the home. Replacement or maintenance of home components that are expected to be replaced periodically such as roofing, water heaters, and fixtures will not be funded but expenses to improve these items may be used as a matching expense.

D. Grant Terms and Conditions

The grant shall be structured as a forgivable loan in the amount of $6,000 per unit for a period of 5-years in which the applicant agrees to lease the units to individuals or families making no more than 80% of the county medium income based on the household size at the time they secure the lease agreement. See the table below for income limits.

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Estimated Maximum Family Income Limits at Percent (%) of HUD Estimated 2022 County Median Income

%		FAMILY SIZE								
of AMI	COUNTY	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
20%	Brown	$ 12,640	$ 14,440	$ 16,240	$ 18,040	$ 19,500	$ 20,940	$ 22,380	$ 23,820	$ 25,260
30%	Brown	$ 18,960	$ 21,660	$ 24,360	$ 27,060	$ 29,250	$ 31,410	$ 33,570	$ 35,730	$ 37,890
40%	Brown	$ 25,280	$ 28,880	$ 32,480	$ 36,080	$ 39,000	$ 41,880	$ 44,760	$ 47,640	$ 50,520
50%	Brown	$ 31,600	$ 36,100	$ 40,600	$ 45,100	$ 48,750	$ 52,350	$ 55,950	$ 59,550	$ 63,150
60%	Brown	$ 37,920	$ 43,320	$ 48,720	$ 54,120	$ 58,500	$ 62,820	$ 67,140	$ 71,460	$ 75,780
70%	Brown	$ 44,240	$ 50,540	$ 56,840	$ 63,140	$ 68,250	$ 73,290	$ 78,330	$ 83,370	$ 88,410
80%	**Brown**	**$ 50,560**	**$ 57,760**	**$ 64,960**	**$ 72,160**	**$ 78,000**	**$ 83,760**	**$ 89,520**	**$ 95,280**	**$ 101,040**
90%	Brown	$ 56,880	$ 64,980	$ 73,080	$ 81,180	$ 87,750	$ 94,230	$ 100,710	$ 107,190	$ 113,670
100%	Brown	$ 63,200	$ 72,200	$ 81,200	$ 90,200	$ 97,500	$ 104,700	$ 111,900	$ 119,100	$ 126,300

Maximum annual rents shall be structured according to the annual WHEDA limits. The 2022 Limits are listed below. The applicants shall be made aware of any annual changes.

WISCONSIN STANDARD MULTIFAMILY PROJECT INCOME LIMITS

Estimated Maximum Rent Limits at 80% 2022 County Median Income (Effective April 18, 2022)

	Bedroom Size						
Cost of Rent Per	EFF/Studio	ONE	TWO	THREE	FOUR	FIVE	SIX
Month	$ 1,264	$ 1,354	$ 1,624	$ 1,877	$ 2,094	$ 2,310	$ 2,526

For reference, a one-bedroom with a den in the 102 N. Broadway building is currently leasing at $1,245 a month; therefore, the limits listed above are in line with markets. The grant/forgivable loan capitalized lost revenue at $100 a month over the life of the grant.

Applicant agrees to repay the grant if they sell the building to a new entity they do not have an ownership stake in during the 5 years following the completion of the improvements. Moreover, if the applicant wishes to return the unit to the standard rental market they shall also return a prorated portion of the grant. The repayment shall be prorated for any years in which the unit was held for affordable housing purposes. The grant repayment schedule shall be structured as follows.

PROPERTY SOLD WITHIN	GRANT REPAYMENT
Less than 12 Months	100%
12 months & and 1 day – 24 months	80%
24 months and 1 day – 36 months	60%
36 months and 1 day – 48 months	40%
48 months and 1 day – 60 months	20%
Greater than 60 months and 1 day	00%

E. Process

1. Submit the completed application form, with necessary attachments, to the Development Services Department. The (selected committee) 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 (selected committee) 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 in 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. All applicants must submit a signed statement certifying availability and

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source of matching funds. 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 commitment of the applicant's matching funds 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 including 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.

F. Questions and Contacts

City of De Pere
ATTN: Daniel J Lindstrom
335 S. Broadway
De Pere, WI 54115
Email: dlindstrom@deperewi.gov

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Look Up De Pere Loan Program
Application Number (office use only): _____ Date: _____

Look Up Downtown

Downtown Upper Story Residential Activation and Renovation Loan Program

APPLICATION FORM

Please review and complete the following application for the Downtown Upper Story Residential Activation and Renovation Loan Program to become eligible for a home rehabilitation loan.

Application Number (office use only) _____
Date: _____

Applicant/Property Owner Information

Legal Entity: ☐C Corp ☐S Corp ☐LLC ☐LLP ☐Partnership ☐Sole Proprietor

Legal Name: _____

Mailing Address: _____

City, State, Zip: County: _____

FEIN: (Federal Employee Identification Number –Tax ID) _____

Date Established: _____

Applicant and Co-Applicant/Property Owner Information

Name of Applicant: _____

Mailing Address: _____ Phone: _____

Email: _____ Cell Phone: _____

Name of Co-Applicant: _____

Mailing Address: _____ Phone: _____

Email: _____ Cell Phone: _____

Attached a separate sheet if more than 2 owners/applicants.

Subject Property Information

Address: _____

Number of Units to be Improved: _____ Age of structure: _____

If borrowing for improvements,

Primary lender name and address: _____

Primary lender contact person: _____ Phone: _____

Are there existing mortgages on the property? Yes_____ No_____

(if yes, you must provide documentation showing a loan-to-value less than 90%)

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Look Up De Pere Loan Program
Application Number (office use only): _____ Date: _____

Improvement Description

All applicants - please use the space below to describe the structural improvements that you propose to make should you receive program loan funds. Please note that funds may only be used for improvements made on the primary structure and not any accessory structures on a particular lot. Please attach any concept drawings or pictures as necessary.

_____
_____
_____
_____
_____
_____

1) Architectural/Engineering Services $_____
2) Code Correction $_____
3) Interior Remodeling $_____
4) Electrical $_____
5) Plumbing $_____
6) HVAC $_____
7) Architectural/Engineering Services $_____
8) Fixtures and Trim $_____
9) Flooring $_____
10) Other _____ $_____

Total cost of improvements: $_____

Amount of loan you are seeking*: $_____

*The maximum is $24,000 ($6,000 per unit) or 50% of the total cost of improvements , whichever is less.

Certification

I hereby certify that to the best of my knowledge and belief, the content of the application is true and correct. I/we consent to the disclosure of such information for purposes of verification related to my/our application for financial assistance. I/we understand that giving false information on this application will result in disqualification from the home improvement program.

Signature of applicant: _____ Date: _____

Signature of co-applicant: _____ Date: _____

DRAFT

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action on the utilization of the Housing Affordability Funds Habitat for Humanity "Rock the Block" Program***

See the previous memo in the "Consideration and Possible Action on the utilization of the Housing Affordability Funds - "Deeper Roots - Housing Stock Improvement Program"*" agenda item.

ATTACHMENTS:

- Rock The Block De Pere (PDF)

Greater Green Bay Habitat for Humanity | ReStore Greater Green Bay Habitat for Humanity

the need

in Wisconsin,

1 in 10 HOUSEHOLDS

spend half or more of their income on housing

Housing that is safe, affordable, and of good quality, is the cornerstone of stability and a satisfactory life for families in every community. Without it, life gets overwhelming. Needed repairs are unaffordable and homes are left to degrade. Unfortunately, the urge to fix these repairs is not a priority for homeowners. Property values decrease in these vulnerable neighborhoods while the cost burden increases.



the solution

ROCK THE BLOCK

Greater Green Bay Habitat for Humanity®

Greater Green Bay Habitat for Humanity is launching Rock the Block, a weeklong event that brings together residents, municipalities, community partners, and donors to repair homes for eligible low-income homeowners and improve community spaces. Typically, 20 to 30 projects are completed with the help of more than 150 volunteers. These projects improve and beautify neighborhoods, increase property values and have a ripple effect on all homes in the community.

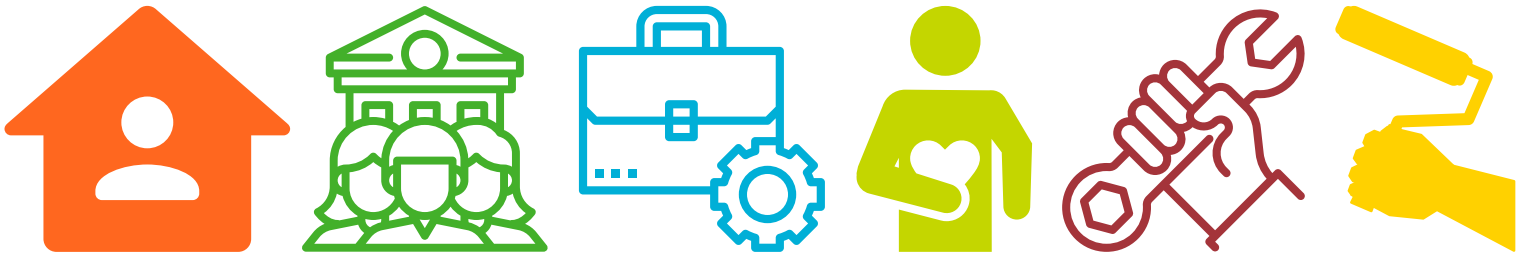





how it works

Rock the Block is a partnership between Greater Green Bay Habitat for Humanity, volunteers, donors, community partners, and municipalities to provide affordable repairs and maintenance to properties. Participation will include prep work, working alongside the volunteers, and other tasks as homeowners are able.

Eligibility is based on income guidelines and proof of homeownership. The cost of repairs can be secured by a zero percent interest deferred loan or paid in full upfront. The loan must be repaid upon moving or selling the home. Qualified repairs include but are not limited to painting, gutters, landscaping, roofing, siding, porch repair, and more.



the investment



87% of residents believe Rock the Block beautified their neighborhood



76% of residents feel Rock the Block increased neighborhood pride



55% of residents have seen improvements to their neighborhood since Rock the Block

**Data collected from similar-sized Habitat affiliates*

An investment of $400,000 in Rock the Block and neighborhood revitalization can result in an economic impact of over $1 million.

The estimated budget is to be allocated as follows:

$150,000: home improvement projects

$50,000: full-time dedicated Habitat staff person and administrative work

$200,000: construction materials for two new future homes

Greater Green Bay Habitat for Humanity is requesting $100,000 from the City of De Pere per ye[illegible]k occurs in De Pere. Habitat for Humanity will commit to securing the remaining funds through local donors.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action on the utilization of the Housing Affordability Funds to reserve the remaining Housing Affordability funds for (1) a residential lot purchase program to grant residential lots to non-for-profits to infill within newly planned neighborhoods, and (2) include capitalizing funding for affordable housing units in multi-family TIF developments.***

See the previous memo in the "Consideration and Possible Action on the utilization of the Housing Affordability Funds - "Deeper Roots - Housing Stock Improvement Program"*" agenda item.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action to issue a Request for Proposals (RFP) to hire a consultant to prepare a Locally Funded Revolving Loan Program with the former CDBG - Revolving Loan Fund (RLF).***

ATTACHMENTS:

- Revolving Loan Fund Summary Memo - 05232020 (PDF)
- Locally Funded RFP - 05032023 (PDF)

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: May 9, 2023

RE: CDBG-ED Revolving Loan Fund Program Fund Use:

1. Consideration and Possible Action to issue an Request for Proposals (RFP) and hire a consultant to prepare a Locally Funded Revolving Loan Program with the former CDBG - Revolving Loan Fund (RLF).
2. Consideration and Possible Action on the relaunch and rebrand of the Downtown Business Recruitment Program.
3. Consideration and Possible Action for the creation of a Brownfield Property Acquisition and Remediation Program.

CDBG History and CBBG Close

In 1986, the Wisconsin Development Fund awarded De Pere $595,000 to administer as part of the CDBG-ED Revolving Loan Fund program. Since then the City issued loans to new and expanding businesses located in the City of De Pere. The loan program focused on job creation for low and moderate-income individuals. Over the past several years, the loan program required spring and fall reporting to confirm that the local loan program complied with federal requirements. In the spring of 2018, the Wisconsin DOA informed RLF governmental entities that spring reporting would be postponed due to a HUD monitoring scheduled for the week of May 14, 2018. The findings from that monitoring session resulted in a proposed Substantial Amendment that proposed CDBG-CLOSE.

> *CLOSE is designed to provide the necessary regulatory and financial flexibility for communities to address local needs. The Department, through the implementation of the CDBG-CLOSE program, has determined that the best course of action is to liquidate the remaining funding and to ultimately close all Revolving Loan Funds (RLF). UGLG's that currently administer an Economic Development Revolving Loan Fund are required to participate in the CDBG-CLOSE program.* (WI Substantial Amendment #3 – Revolving Loan Fund)

The Substantial Amendment underwent a public comment period, revisions, and review for several months. HUD approved the final version, WI Substantial Amendment #3, on December 6, 2018, with a start date of February 1, 2019. Under the CDBG-CLOSE program, all locally held, and funded by a CDBG award made on January 1, 1992, or later, Economic Development Revolving Loan Funds will be held for UGLG's. These UGLG's will have non- competitive access to the funds to use as grants for eligible activities. The City administered the program in a fiscally responsible manner and did not receive any federal program funds after January 1, 1992. Because of that, the DOA approved our request to retain the funds for local use rather than to participate in the CDBG-CLOSE program. The City received a letter in February of 2019 confirming the self-certification form and noting that De Pere is not subject to the CDBG-CLOSE program. This means that the revolving loan fund balance is available for the City to use as

directed by the Council. Through research and interdepartmental meetings in 2019, staff brainstormed program ideas for use of the funds that would still maintain a business-focused economic development objective. Finance/Personnel Committee heard the following potential programs in July of 2019.

City Revolving Loan Fund Program
The City could partner with a local financial institution to provide a local Revolving Loan Fund that is not governed by state regulations. While the CDBG-RLF Program relied on job opportunities for low-to-moderate income individuals, a local program could focus on other targeted criteria as established by the Council. Examples include a specific business type or employment type/quantity, total investment targets, targeted industry closer growth, etc.

Façade or Building Investment Grant (non-TID)
Property owners in TID No. 7 and TID No. 9 can access the Façade Grant Program when making building improvements. However, not all downtown properties are located within a TID (especially on the east side) and building investment may be desired in other commercial areas of the City. If this is the case, some funds could be allocated to a program designed to encourage specific types of façade or business investment. This program would terminate upon the expenditure of the funds. Staff is no longer recommending use of these funds due to the cost of the program compared to the returns.

Acquisition Fund
Throughout the City, but the downtown in particular, several privately-owned vacant parcels have development or redevelopment potential. A portion of the CDBG-RLF funds could be set aside to be used for strategic property acquisition.

COVID-19 Impact
The programs were not finalized in 2019; thus, enabling the City to rapidly respond to the COVID-19 pandemic with $500,000 in available small business financing. The City of De Pere completed the following programs in 2020.

Small Business Pandemic Response Loan Program - $310,000:
By December 2023, the program should have $266,276 returned and available for additional program development and by May 2024 the entire program funds should be returned less any business that closed as a result of the pandemic.

Definitely De Pere Pandemic Grants & Downtown Business Marketing Programs $50,000:
The City granted up to $50,000 matching grant to Definitely De Pere pandemic response grant and downtown business marketing programs (2020).

De Pere Chamber of Commerce Pandemic Response Grant - $50,000:
The City granted $50,000 to the De Pere Chamber of Commerce to create a grant program to assist businesses outside of the downtown.

Downtown Business Aid Grants - $215,000:
The City allocated $300,000 to the program from the Revolving Loan Fund. The aid program was targeted around the Downtown/Main Street District and is now closed. A total of 51 business applicants applied for the program and 43 businesses were awarded a total of $215,000 in grants. The Common Council elected to return the $85,000 in surplus funds to the Revolving Loan Fund

Account for the creation of different Economic Development programs.

Downtown Business Recruitment Grant Program- $100,000:
The City authorized the creation of the Downtown Business Recruitment Grant program with an initial allocation of $100,000. The "Jump-Start De Pere" Downtown Business Recruitment program is targeted at recruiting new businesses into the Main Street District to fill gaps or holes left by the pandemic. The program encouraged business and property owners to revitalize downtown buildings and to add to our vibrant downtown experience through the inclusion of additional downtown retail, commercial, and entertainment-based businesses. Many businesses preferred to use the simpler Badger Bounce Back program and City staff felt it was not a prudent use of funds to allow businesses to double-dip with the City funds to fill the vacant spaces. Fond du Lac also limited their downtown grant to businesses that did not utilize the Bounce Back grant. The Common Council elected to return the original $100,000 in funds to the Revolving Loan Fund Account for the recreation of different Economic Development programs.

Now that the state has closed the Badger Bounce Back grant program there is a need to fill the gap for businesses to locate in downtown De Pere.

Revolving Loan Fund and Small Business Pandemic Response Loan Fund Balances
As of May 1, 2023, the RLF fund has an equity balance of $936,735.82 and $64,819.25 in outstanding revolving loan fund debt (including interest). The outstanding loans are all in good standing and held by the following:

Amerilux International	$39,843.73 ($40,076.53 including interest)
Black Honey Hashery, LLC	$10,439.10 ($10,500.10 including interest)
Battle House GB, LLC	$14,112.89 ($14,242.62 including interest and 3 months of COVID deferred payments)

Including to-date repayments of the Pandemic Response Small Business Loans, the fund could have an equity balance of $1,170,227.54. Staff anticipates an additional $79,889.76 by the end of 2023 for a total fund balance of $1,250,117.30. By February 2025 all outstanding funds should be paid back to the RLF account for a total balance of approximately $1,360,000.

Proposal
Staff is proposing to create/recreate three programs:

1) Locally Funded Revolving Loan Program
   As mentioned above, the City could partner with a local financial institution to provide a local Revolving Loan Fund that is not governed by state regulations. While the CDBG-RLF Program relied on job opportunities for low-to-moderate income individuals, manufacturing automation and reduced labor markets resulted in companies competing for employees. A local program could focus on other targeted criteria as established by the City through the development of the program. Examples include a specific business type or employment type/quantity, total investment targets, targeted industry cluster growth, etc.

   Staff proposes $800,000 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. Staff also requested use of a Request for Proposal (RFP) to solicit responses from consultants to facilitate the

program creation process. Attached to this memo is a draft RFP. The City Attorney shall review, edit, and approve all program documents prior to Common Council review and action.

Per the DOA the revolving loan fund balance is available for the City to use as directed by the Council and therefore the Revolving Loan Fund creation is an eligible economic development expenditure.

2) Downtown Business Recruitment Grant – "Experience De Pere".
Staff proposed to launch a rebrand of the Downtown Business Recruitment Grant Program with modifications to fill the void left by the closure of the Badger Bounceback Grant. Similar to the 2021 grant, the program is targeted at recruiting new business into the Main Street District to fill gaps in the urban make-up of the downtown. The program encourages business and property owners to revitalize downtown buildings and to add to our vibrant downtown experience through the inclusion of additional downtown retail, commercial, and entertainment-based businesses.

Staff proposes $150,000 of initial funding and the funding should be reviewed and adjusted annually based on utilization or availability of other federal or state funds. Attached to this memo are example program materials. The City Attorney shall review, edit, and approve all program documents prior to Common Council review and action.

3) Brownfield Property Acquisition and Remediation Program
Staff proposes reserving the remaining fund balance for brownfield grant consulting, phase 1 and phase 2 assessments, acquisitions, and/or remediation. This funding would be limited to properties located outside a Tax Increment District or in tax increment districts that either do not have enough remaining years to recoup the brownfield remediation expenses or have surpassed the tax increment district expenditure period.

Staff proposes $410,000 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. All actions from this program would require Finance and Personnel Committee review and Common Council authorization prior to expenditures.



REQUEST FOR PROPOSALS
Locally Funded Revolving Loan Program
City of De Pere, Wisconsin

Development Services Department

DRAFT

Issued: _____

Proposals Due: _____ by 4:00PM

A. INTRODUCTION AND SUMMARY

The City of De Pere (City) seeks redevelopment proposals to assist in the creation of a locally funded revolving loan program. Proposals must be received by the Development Services Department at City Hall, 335 S. Broadway, De Pere, WI 54115 no later than 4:00 p.m. on _____, 2023.

B. COMMUNITY OVERVIEW



The 25,000 people, who call the City of De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, a dynamic downtown, successful business parks, and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents. The residences, businesses, and commercial areas are connected with a transportation and green space network that accommodates cars, bikes, and pedestrians. The beautiful Fox River is the focal point of the City Center, and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining, and entertainment.

C. PROJECT HISTORY AND BACKGROUND

In 1986, the Wisconsin Development Fund awarded De Pere $595,000 to administer as part of the CDBG-ED Revolving Loan Fund program. Since then, the City issued loans to new and expanding businesses located in the City of De Pere. The loan program focused on job creation for low and moderate-income individuals. Over the past several years, the loan program required spring and fall reporting to confirm that the local loan program complied with federal requirements. In the spring of 2018, the Wisconsin DOA informed RLF governmental entities that spring reporting would be postponed due to a HUD monitoring scheduled for the week of May 14, 2018. The findings from that monitoring session resulted in a proposed Substantial Amendment that proposed CDBG-CLOSE.

> *CDBG-CLOSE is designed to provide the necessary regulatory and financial flexibility for communities to address local needs. The Department, through the implementation of the CDBG-CLOSE program, has determined that the best course of action is to liquidate the remaining funding and to ultimately close all Revolving Loan Funds (RLF). UGLG's (Unit of General Local Government) that currently administer an Economic Development Revolving Loan Fund are required to participate in the CDBG-CLOSE program.* (WI Substantial Amendment #3 – Revolving Loan Fund)

The Substantial Amendment underwent a public comment period, revisions, and review for several months. HUD approved the final version, WI Substantial Amendment #3, on December 6, 2018, with a start date of February 1, 2019. Under the CDBG-CLOSE program, all locally held, and funded by a CDBG award made on January 1, 1992, or later, Economic Development Revolving Loan Funds will be held for UGLG's. These UGLG's had non- competitive access to the funds to use as grants for eligible activities. The City of De Pere administered the program in a fiscally responsible manner and did not receive any federal program funds after January 1, 1992. Because of that, the DOA approved our request to retain the funds for local use rather than to participate in the CDBG-CLOSE program. The City received a letter in February of 2019 confirming

the self-certification form and noting that De Pere is not subject to the CDBG-CLOSE program. This means that the revolving loan fund balance is available for the City to use as directed by the Council.

In 2019 the City began evaluating the potential use of a locally funded revolving loan program. While the CDBG-RLF Program relied on job opportunities for low-to-moderate income individuals, recent advancements in manufacturing automation and reduced labor markets results in companies competing for employees making RFL programs focused on job creation harder to implement. A local program could focus on other targeted criteria as established by the City through the development of the program. Examples include a specific business type or employment type/quantity, total investment targets, targeted industry closer growth, etc.

The City began investigating RLF programs in 2019 and in 2020; however, as the world experienced the impacts of the COVID-19 pandemic, the City took swift action and utilized the former RLF fund to create business saving grant and zero interest loan programs. The former revolving loan fund is now available for use again and the City proposed to create a locally funded revolving loan program. The City proposes to use $800,000 to $1,000,000 for initial funding to create and implement the locally funded RLF program.

D. SCOPE OF WORK

The City of De Pere anticipates a scope similar to the following. These are general requirements for the process and are not intended to be a comprehensive list of tasks and deliverables. It is expected that the consultants will provide the City with more specific recommendations for approaches, tasks, and deliverables based on their expertise from past work on creating revolving loan funds.

1. General Project Management Process

The tasks may include but are not necessarily limited to:

a) Project Management: Project Management includes effective coordination with staff, representative committees, and the Common Council. Consultant shall conduct an initial project management team meeting with City Staff and prepare a project process roadmap that that will guide the project management team and lists the project phases, schedule of events/activities, and products on a timeline and assigns roles and responsibilities for each task.

b) Stakeholder Engagement: Consultant shall work with City staff to identify and conduct an initial stakeholder analysis by identifying key stakeholder groups to be involved in the group interview process. Initial Stakeholders may include, but are not limited to:

1. City (Mayor, Administrator, Development Services Director, City Attorney Finance Director, etc.).
2. De Pere Area Chamber of Commerce (Executive Director, Economic Enhancement Committee Members).
3. Greater Green Bay Chamber (Vice President – Economic Development, Vice President of Development, Business Retention & Expansion Manager).
4. New North Inc, (Vice President, Business Development – New North, Inc.).
5. Local banking representatives.
6. De Pere Business Park business leaders (small, medium, large).

Consultant shall conduct stakeholder group interviews to determine the needs of businesses in the park, examples could include a specific business type or employment type/quantity that the City and region should target, total investment targets, and other relevant questions. Interviews may be in-person or virtual.

c) Idea Generation and Presentation. Consultant shall prepare a rough summary of a proposed program based on the stakeholder group interviews and present the stakeholder findings and initial program ideas to City stakeholder group for review.

d) Policy and Document Creation. Following the review and direction by the City stakeholder group, consultant shall prepare the necessary draft program materials including (1) program policy/guidelines, (2) applications, (3) reporting process and documentation, and (4) other necessary or recommended program guides.

e) Present Program Documents: Consultant shall present the draft program materials to the (1) Finance and Personnel Committee and the (2) Common Council for approval.

E. SUBMITTAL QUESTIONS

All questions shall be submitted in written form to the contact information provided in Section F by Friday, _____, 2023. Answers will be provided via the City website as a part of addenda to the RFP as they become available. Multiple addenda may be released.

F. SUBMISSION REQUIREMENTS

Respondent shall submit one (1) complete original hard copy proposal and one (1) electronic copy in PDF format on USB Flash Drive of the entire proposal in a sealed package marked with the project name, "De Pere Locally Funded Revolving Loan Fund Response" marked on the front of the package. To be considered, proposals must be received no later than 4:00 PM, Central Time, _____, 2023, and delivered to:

Daniel Lindstrom, Development Services Director
City of De Pere
335 S. Broadway
De Pere, WI 54115

Email: dlindstrom@deperewi.gov

Proposals received after the deadline will not be accepted. Faxed or emailed proposals will not be accepted. Postmarks before the deadline are not sufficient for acceptance. The City will not be responsible for any errors or omissions in the proposals or any delivery delays.

Proposals should include the following information, presented in a clear, comprehensive, and concise manner, to illustrate the consultant's capabilities and technical approach to the work. Each proposal must include the following information:

1. Title Page and/or Cover Letter. Show the proposal title, the name of the organization, address, telephone number(s), email address, name of the primary contact person, the date, and other relevant company information. Provide the name(s) of the person(s) authorized to make representations for your team, their title(s), address, email address, and telephone number(s).
2. Statement of Qualifications. Brief introduction of the organization. Summary of your understanding of the project and why your team is best suited to complete the scope of work.
3. Experience and Examples. Describe your company's experience in the required areas of expertise, and its ability to provide the needed services for the City. Include at least three examples in the last five years. List a minimum of three references related to similar work; references matching the three examples are preferred but not required. Focus of provided examples should be of work performed by the key staff members involved in the project.

4. Key Staff. Identify the designated project manager or primary contact and key supporting staff. Include resumes for each of the individuals.
5. Scope and Approach. State the services your company is proposing to provide. Describe the process and timeline that would be utilized to complete the project. Consultants may deviate from the process stated in Section D if, in their professional opinion, a more appropriate course of action is necessary to achieve the program goals.
6. Schedule. Illustrate the Scope and Approach including a breakdown of tasks, timeline, meetings, deliverables, and task responsibility.
7. Cost. Provide a fee to complete the project.

Failure to complete the above documentation may be grounds to declare an RFP non-responsive and the City may reject the statement of qualifications in whole or in part.

G. SELECTION PROCESS

The following describes the anticipated general review process.

1. Selection Committee Proposal review.
2. Staff recommendation to the Finance and Personnel Committee.
3. Common City approval of selected consultant.
4. Finalize/execute Development Agreement.

H. SELECTION CRITERIA

The selection process will involve the following primary steps. Applicants should carefully examine the entire RFP, any addenda, and all related materials and data referenced in the RFP. Applicants should become fully aware of the nature of the work and the conditions while performing the work.

Each of the following review criteria will be taken into consideration in the evaluation of the proposals. The proposals evaluation will be weighted as shown below:

1. Project approach and scope – 20%.
2. Qualifications of consultant and individual members. Particular attention will be given to the experience and the demonstrated ability of the project manager to complete all project tasks – 20%.
3. Consultant experience and examples – 20%.
4. Understanding of required project work – 20%.
5. Project cost – 20%.

Interviews. The City will determine whether interviews are needed, or it may make a selection based on the proposals alone. If determined necessary by the City, a consultant will be requested to present their experience, proposed approaches, and personnel in an interview to members of the City's selection team and/or City Council. (Further interview instructions will be provided to the selected finalist team(s).) The City will then review the presentation(s) and select a consultant to recommend the consultant to the Finance and Personnel Committee for their review and recommendation to the Common Council.

The Common Council reserves the right to reject any and all proposals. The City will enter into negotiations with a consultant based on the City's selection team recommendations. Negotiations will be conducted beginning with the team ranked first. If a contract that is satisfactory to the City can be negotiated at a price considered fair and reasonable, the award will be made to that consultant. Otherwise, negotiations with the

consultant ranked first will be formally terminated and negotiations conducted with the consultant ranked second, and so on until a contract can be negotiated at a fair and reasonable price.

I. TENTATIVE TIMELINE

The following is the conceptual timeline for the process (subject to change):

Release of Request for Redevelopment Proposal	May 31, 2023
Written questions submitted to dlindstrom@deperewi.gov	June 23, 2023
Reponses to questions available	June 30, 2023
Submission deadline by 4:00 p.m.	July 14, 2023
Follow Up Information Interviews (if needed)	July 26, 2023
Presentation of Proposal(s) to Finance/Personnel Committee	August 8, 2023
Agreement Recommendation to City Council	TBD

J. Miscellaneous and general provisions

1. Non-Discrimination Statement: The City of De Pere does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.
2. Rejection of Proposals: The City reserves the right to reject any or all proposals, to divide responsibilities among one or more applicants or firms, to waive formalities, and to select the individual or firm which, in the City's sole judgment, can best perform the scope of services required.
3. Withdrawal of Proposals: the proposer upon submission of a written request may withdraw Proposals.
4. Ownership of all data, material, and documentation originated and prepared for the City pursuant to the RFP shall belong to the City and be subject to public inspection in accordance with the Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by the consultant shall not be subject to public disclosure under (FOIA) unless otherwise required by law or a court.
5. The City is not liable for any costs incurred by any Consultant in connection with this RFP or any response by any Consultant to this RFP. The expenses incurred by a Consultant in the preparation, submission, and presentation of the proposal are the sole responsibility of the Consultant and may not be charged to the City, regardless of whether or not a Consultant's Proposal is ultimately selected by the City for completion of the work detailed in this RFP.
6. Each consultant should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or specifications to be provided to the City under this RFP is subject to negotiations with the successful Consultant, and final approval of the City.
7. The consultant shall maintain, during the life of the Agreement, public liability, and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages that may arise from the performance of work under the Agreement.

DRAFT

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action on the relaunch and rebrand of the Downtown Business Recruitment Program.***

See the previous memo in the "Consideration and Possible Action to issue an Request for Proposals (RFP) and hire a consultant to prepare a Locally Funded Revolving Loan Program with the former CDBG - Revolving Loan Fund (RLF)." agenda item.

ATTACHMENTS:

- 1. Downtown Business Recruitment Grant Materials (PDF)
- 2. Downtown Business Recruitment Revised Application (PDF)

“Experience De Pere”

Business Recruitment Grant Program

City of De Pere, Wisconsin

Development Services Department
_____ ___, 2023

DRAFT

Experience De Pere - Business Recruitment Grant Program

Program Overview: The Experience De Pere Business Recruitment Grant Program is an incentive to assist Downtown De Pere entrepreneurs with expenses associated with starting a new business. New (or significantly expanding) retail, restaurant or experience-based businesses are eligible for a $5,000, $10,000, or $15,000 grant to be used to assist in starting or expanding their business in Downtown De Pere. The grant is available to all "experience-based" businesses including breweries, axe throwing, museums, arcades, art studios, etc., who are open to the general public. Merchandise retailers, restaurants and taverns are also encouraged to apply. These business categories result in high volume customer traffic will add significantly to the vibrancy of downtown De Pere

Funding Source: Former City of De Pere CDBG-RLF (CDBG-Close)

Program Funding Amount: $150,000

Grant Application Period: On-going

Availability: The City of De Pere allocates for the Business Recruitment grants awards based on a point allocation.

Level 1: 1-7 Points	$5,000
Level 2: 8-14 Points	$10,000
Level 15-21 Points	$15,000

Funding Allocation Rubric

Scoring System	*1 Point*	*2 Points*	*3 Points*	*Rationale*
New or Existing Business	New	Existing. Relocated from Outside Downtown De Pere	Existing. Opening a second location. (inside or outside of De Pere)	Existing Businesses have a higher probability of success.
Minority, Women, and Disadvantaged Business Enterprises	No minority ownership	-	If at least one owner is M/W/DBE	Minority, Women, and Disadvantaged Business Enterprises have less of a cash buffer in the bank than other companies. This grant aims to stabilize small businesses, therefore the scoring rubric reflects this cash gap.
Targeted Business Per Program Guide	No	-	Yes	Listed targeted businesses add to the experienced-based economy and the planned character of downtown De Pere.
The business provides employment where at least 51% of the persons employed are low-moderate income (LMI)	No	-	Yes	Businesses targeting LMI individuals will help increase incomes within the City.
Anticipated employment size	1-3	4-6	7+	Businesses targeting more employees will help increase incomes within the City.
Anticipated hours of operation will include a day(s) with evening hours	0 Days	1 Day	2+ Days	Expanded hours will encourage Definitely De Pere and the City to organize extended hour shopping days.
Business Plan prepared or reviewed with assistance with from UWGB, NWTC, or other business or financial professionals	No	-	Yes	A good business plan not only helps entrepreneurs to focus on the specific steps necessary for their to make business ideas succeed, but it also helps them to achieve both their short-term and long-term objectives.

Applications will be accepted throughout the year on an availability basis. Applicant(s) will be notified within 60 days from the date of a complete submission with an approval or denial. Requests submitted after funding is no longer available will be documented if the Common Council elects to expand funding.

DRAFT

Eligible Businesses: New businesses to De Pere locating in the Main Street District are eligible for the Business Recruitment Grant.

Applicant(s) must be opening a retail use, commercial, or entertainment business. The applicant(s) shall show proof of lease or building ownership.

1. The application must be for a planned physical storefront or location within the De Pere Main Street District.
2. The application is for a for-profit, property tax-paying businesses.
3. Business Types: Retail, restaurants, and entertainment venue businesses.
   NIACS Industry Codes:
   i. Retail: 445, 446, 448, 451, 452, & 453
   ii. Entertainment Venues: 711
   iii. Restaurants: 7225
   iv. Others if approved by the "Business Recruitment Grant Program Committee ("Grant Review Committee" and the applicant(s) demonstrates the proposed business will add to the Downtown as a destination of choice for investment and promoting the attributes and assets of Downtown De Pere
   v. Targeted businesses may include, but not limited to
      a) Micro-brewery
      b) Ethnic restaurants

Businesses must be in good standing with the Department of Financial Institutions and shall have no outstanding lawsuits relating to the business operations.

Ineligible Businesses: General or professional offices, personal and professional services, property management/landlord for either commercial and/or residential customers, any speculative venture, investment venture, research, and development, national chains, multilevel marketing or pyramid businesses, non-profit agencies and entities, schools, day care centers, currency exchanges including check cashing agencies and some non-bank financial retail outlets, liquor stores, gun shops, pawnshops, and passive real estate ownership and management, and home-based occupations are not eligible for this program.

Applicants that are delinquent in any form of public payment to national, state or local government agencies are not eligible to receive grant funds. No application will be reviewed or presented to the Grant Review Committee for consideration on behalf of an individual or entity that is delinquent in their City of De Pere property taxes. Neither the grant recipient nor the landlord (if not the same entity) can be delinquent on any property taxes in the City of De Pere on any property located in the City.

No application will be reviewed or presented to the committee for their consideration on behalf of a project situated in a building with unabated Building Inspection Orders. Neither the grant recipient nor the landlord (if not the same entity) can have outstanding unabated Building Inspection Orders on any property they own in the City of De Pere.

Eligible Uses: Grant funds may be used only for expenses necessary to open the business operation and shall not be used for personal or other expenses.

Other Consideration:

1. Applicant(s) are eligible to apply for the grant program if they signed an offer to purchase or lease after 01/01/2023.
2. The applicant(s) must own the real estate or present a fully executed lease (2-year minimum).
3. Square footage requirements are greater than 1000 square feet and on street level.

4. Grant funds cannot be disbursed until all conditions of the grant contract have been fulfilled.
5. The building owner/applicant(s) are encouraged to apply to the Façade Improvement Program for building exterior improvements if they are within a City of De Pere Tax Increment District.

Conditions of Agreement: The following is a non-exhaustive list of conditions of a grant agreement. The City reserved the right to add conditions to a grant agreement based on the individual applications.

1. Applicant(s) must work with a local economic agency or technical college to complete a business plan, and periodic check-ins to adjust their business plan as needed to be eligible for grant funds.
2. Applicant(s) must act in good faith, with the full intent of moving forward with the business startup.
3. Applicant(s) will receive checks in their business name to be used for startup related expenses.
4. Applicant(s) receiving the grant will receive follow-ups and site visits from the City of De Pere or Definitely De Pere within the first year to review benchmarks and need for additional assistance.

Application Process:

1. Applicant(s) shall review the entire program, application, and other materials.
2. Applicant(s) shall submit the application directly to the Development Services Department. Only a City-provided application will be accepted. Application must be submitted through the on-line application form or on a City provided application. Please see the checklist or required materials with the application.
3. The applicant(s) may be required to attend one (1) or more meetings with the Grant Review Committee to review the proposed project.
4. Grant Review Committee will review and take action on the grant application. If awarded a grant, applicant(s) must enter into a grant agreement detailing the terms and conditions in addition to formulating the applicant(s) commitment to carry out the project.

Note: Submission of an application does not guarantee funding and all applications will be reviewed by the review Grant Review Committee. The Grant Review Committee has the right to accept or reject any application based on a review of the value, need, and benefit of the project to the City of De Pere and the Main Street District. Applicant(s) are not eligible for more than one grant award.

Permits, as required by local and/or other laws, are the responsibility of the Applicant(s). The Business Recruitment Grant is in no way tied to approvals required by the Planning Commission, Zoning Board of Appeals, or City Council.

Amendments: The Common Council has the authority and may, at its discretion, exceed any of the guidelines it has established and disregard any of the restrictions it has imposed in any case where the Grant Review Committee determines that the program purpose will be best served by doing so.

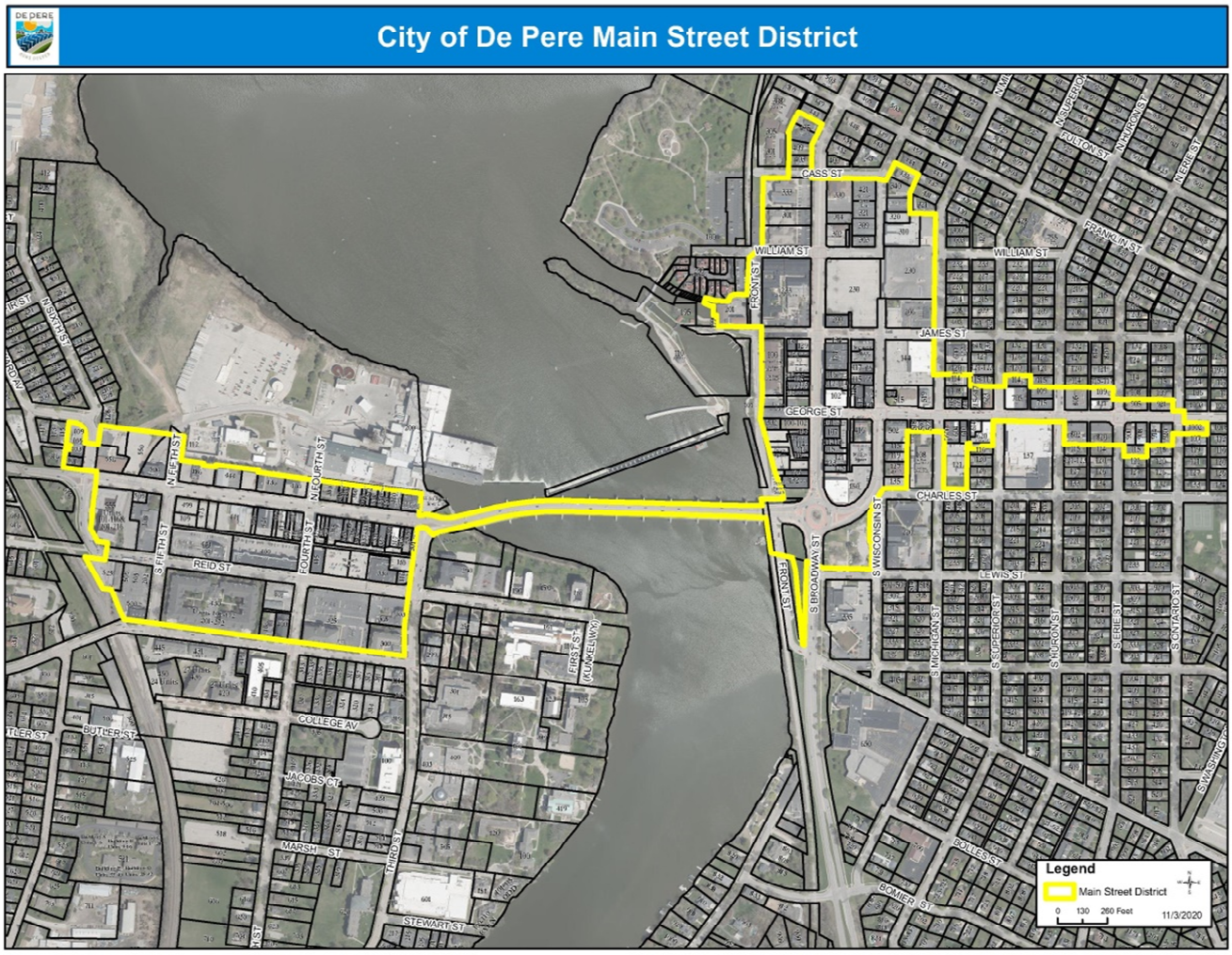
Project Reimbursement: Grant to be distributed as follows.

1st Payout: Receipt of the first half of the grant after occupancy and verification that the business is open.

2nd Payout: Receipt of the second half of the grant after verification that the business is still in operation after six months.

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Project Impact Area:



ATTACHMENTS REQUIRED:

All attachments must be included for your application to be complete and ready for review

1. **Statement of Business:**
    a. History: start date, type of operation, business/owner structure, markets and products
    b. Include a current business plan or guide
    c. Target customers and clients
    d. Projected job creation/retention
    e. Articles of incorporation
    f. Hours of operation
    g. Lease commitment or proof of mortgage or ownership

2. **Project Description/Narratives:**
    a. Please give a brief narrative as to how your business fits in with Downtown De Pere.
    b. Please describe the project's short and long term impact on Downtown De Pere.
    c. Attach all information related to what the grant may support including; inventories, spec or cut sheets, drawings, plans, plant lists, etc., Include locations of work to be performed and be as specific as possible.
    d. Please add any other information you feel is significant to your project and may differentiate your application for greater consideration over another.

3. **Financial Information**
    a. Letters of financial commitment
    b. Equity of investment - three years of tax information*information will be kept confidential
    c. Financial projections
    d. Monthly cash flow

NWTC Link for business start-up resources:

https://www.nwtc.edu/business-industry/small-business-initiative/business-resources

ONLINE APPLICATIONS CAN BE COMPLETED HERE:

SEALED APPLICATIONS SHALL BE MAILED TO:
City of De Pere Development Services Department
Attn: Daniel Lindstrom
335 S Broadway
De Pere, WI 54115

QUESTIONS
Questions may be directed to:
Daniel Lindstrom, Development Services Director
Phone: 920-329-2370
E-mail: dlindstrom@deperewi.gov

DRAFT

"Experience De Pere" - Business Recruitment Grant Program
Application Number (office use only): _____ Date: _____

Expereince Downtown De Pere
Business Recruitment Grant Program

APPLICATION FORM
Please review and complete the following application for the Experience De Pere Business Recruitment Grant Program to become eligible grant program.

Application Number (office use only) _____
Date: _____

Section 1: Business Information

Trade Name: _____

Legal Name: _____

Legal Entity: ☐C Corp ☐S Corp ☐LLC ☐LLP ☐Partnership ☐Sole Proprietor

City, State, Zip: _____ County: _____

FEIN: _____ Date Established: _____

State of Organization (Per Articles of Incorporation/Organization): _____

If not in Wisconsin, be authorized to do business in Wisconsin through the Department of Financial Institutions

Full Time Employees:_____ Part Time Employees: _____

Briefly describe the business including products/services, locations and customers:

_____

_____

_____

_____

_____

Section 2: Head of Organization Information

Name: _____

City, State, Zip: _____ County: _____

Phone: _____ Email Address: _____

Primary Application Contact: ☐Yes ☐Yes If no, complete primary applicant information below

Section 3: Primary Applicant Information (if applicable)

Name: _____

City, State, Zip: _____ County: _____

Phone: _____ Email Address: _____

DRAFT

"Experience De Pere" - Business Recruitment Grant Program
Application Number (office use only): _____ Date: _____

Section 4: Please give a brief narrative as to how your business fits in with Downtown De Pere

_____

_____

_____

_____

_____

_____

_____

Section 5: Please describe the project's short and long term impact on Downtown De Pere

_____

_____

_____

_____

_____

_____

_____

Section 6: Attach all required information per the program requirements (Check all attached)

- ☐ History: start date, type of operation, business/owner structure, markets and products
- ☐ Current business plan or guide; including, but not limited to:
  - o Target customers and clients
  - o Projected job creation/retention
  - o Hours of operation
- ☐ Articles of incorporation
- ☐ Lease commitment or proof of mortgage or ownership
- ☐ Letters of financial commitment
- ☐ Financial projections
- ☐ Monthly cash flow

Section 7: Please add any other information you feel is significant to your project and may differentiate your application for greater consideration over another

_____

_____

_____

_____

_____

_____

_____

Section 8: Request Grant Amount and Self Reported Eligibility Scoring

DRAFT

"Experience De Pere" - Business Recruitment Grant Program
Application Number (office use only): _____ Date: _____
Requested Grant Amount: _____

Scoring Rubric	1 Point	2 Points	3 Points	Applicant Self Scoring	City Review Scoring
New or Existing Business	New	Existing. Relocated from Outside Downtown De Pere	Existing. Opening a second location. (inside or outside of De Pere)		
Minority, Women, and Disadvantaged Business Enterprises	No minority ownership	-	If at least one owner is M/W/DBE		
Targeted Business Per Program Guide	No	-	Yes		
The business provides employment where at least 51% of the persons employed are low-moderate income (LMI)	No	-	Yes		
Anticipated employment size	1-3	4-6	7+		
Anticipated hours of operation will include a day(s) with evening hours	0 Days	1 Day	2+ Days		
Business plan prepared or reviewed with assistance with from UWGB, NWTC, or other business or financial professionals	No	-	Yes		
			Total Points		

Level 1: 1-7 Points $5,000
Level 2: 8-14 Points $10,000
Level 15-21 Points $15,000

Section 9: Business Ownership Other Applicant Information

Owner Name:	Ownership %	Phone Contact	Email Contact
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

How many years has the business been under current ownership? _____

Section 10: Building Owner

Property Owner: _____ Contact Name: _____

City, State, Zip: _____ County: _____

Phone: _____ Email Address: _____

Section 11: Banking and Lender Reference

DRAFT

"Experience De Pere" - Business Recruitment Grant Program
Application Number (office use only): _____ Date: _____

Lending Institution: _____ Contact Name: _____

City, State, Zip: _____ County: _____

Phone: _____ Email Address: _____

Section 12: – Compliance Checks For Grant Eligibility

Your business and its owners need to be in compliance with several authorities including but not limited to the following. For-profit Corporations, Limited Liability Companies, Limited Liability Partnerships, Limited Partnerships and Cooperatives doing business in the State of Wisconsin are required to register with the Department of Financial Institutions (DFI). These types of businesses must be registered using their legal name and be current with DFI. If your business is not listed as being current in DFI records your business is not eligible for a grant. Businesses operating as Sole Proprietorships are not required to be registered with the DFI.

Section 13: Certification

I hereby understand, attest, certify and/or agree to the following terms and conditions:

1. I meet the program requirements for the "Jump-Start Downtown De Pere" - Business Recruitment Grant Program.
2. I agree that by submitting this application, the City of De Pere is not under any obligation to approve the grant.
3. I agree to indemnify, defend and hold harmless the City of De Pere, officers, officials, employees, agents and other associated parties against claims and damages relating to or arising from this application or any funds provided in connection with this application, and hereby release and waive any claims and damages arising now or in the future relating in any matter to rights, losses, liabilities, costs or expenses against them.
4. I agree that in the event the grant is extended to me, I will complete a direct deposit and payment authorization form allowing for the City of De Pere to transfer funds into my business's bank account.
5. The information supplied in this application and all other supplemental information submitted for review is true, accurate, and complete and reflects my intended response. I understand and agree that any information determined at any time to be false, incomplete or misleading will constitute cause for the City to determine this grant provided by the undersigned to become immediately due and owing, including all interest owing thereon.

Signatures of ALL owners listed in Section 9:

Owner Name:	Signature	Title	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Submit this application and its attachments to:

Daniel J. Lindstrom, AICP
Development Services Director
E-Mail: dlindstrom@deperewi.gov
U.S. Mail: City of De Pere
335 South Broadway Street
De Pere, WI 54115

On-Line Submittals are also welcome at the address below:

_____

DRAFT

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Plan Commission**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action for the creation of a Brownfield Property Acquisition and Remediation Program.***

See the previous memo in the "Consideration and Possible Action to issue an Request for Proposals (RFP) and hire a consultant to prepare a Locally Funded Revolving Loan Program with the former CDBG - Revolving Loan Fund (RLF)." agenda item.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**May 9, 2023**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action to reconfigure and relocate a temporary berm on Parcel WD-L492-B***

ATTACHMENTS:

- WD-L492-B Berm Reconfiguration Memo 05092023 (PDF)
- C407 POND & BERM AirPhoto (PDF)
- C407 POND & BERM AirPhoto Potential Revision (PDF)
- CSM - 2023 Berm (PDF)

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: May 9, 2023

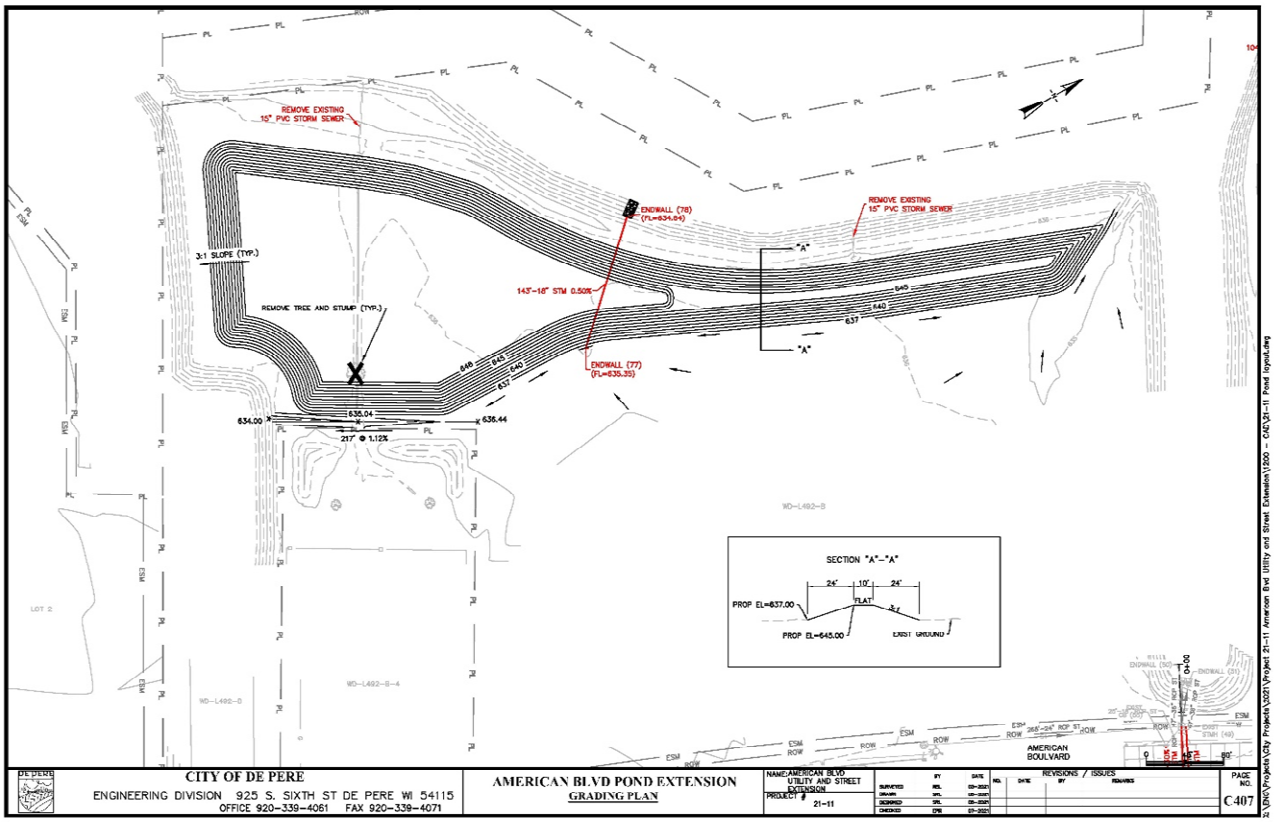
RE: **Consideration and Possible Action to reconfigure and relocate a temporary berm on parcel WD-L492-B***

In 2021 and 2022 the City of De Pere extended American Blvd from the previous terminus near Green Bay Packaging Folding Carton Division at 2275 American Blvd to the current terminus at the southern limits of the City. The City also expanded regional stormwater facilities to accommodate future growth in the business park. During the construction process, the City placed the excess material from the street construction and regional stormwater facilities construction as a temporary berm on the south side of parcel WD-L492-B. The intent was to use the excavated fill in the South Bridge Connector project. The Engineering Division notified neighboring property owners the berm was temporary and would be removed before or during the South Bridge Connector construction. Since that time property owners continue to express to the Mayor, alderpersons, and Development Services Department staff a desire to permanently retain the berm to protect the neighborhood from additional impact from any future businesses.

The attached exhibit map illustrates the location and profile of the temporary berm. The southern end is approximately 11 to 12 feet in height and the northern end is 8 feet in height. The southern end also includes a large upland area where the majority of the excess material was placed. To permanently retain the berm on-site, City staff finds it necessary to make revisions to the temporary berm to preserve as much buildability of business park properties outside of a required transition yard while simultaneously extending the berm to the north side of WD-L492-B as much as possible. The second attachment outlines a possible modification scenario where excess material could be relocated to the north side of WD-L492-B while providing the neighbors with a buffer that still exceeds the recently approved minimums.



Berm Layout and Profile



Zoning Code Changes

The 2023 zoning code requires a 50' transitional yard between commercial and employment districts and residential uses. The yard must remain open and additional landscaping or fence is required to provide visual screening when abutting a residential zoning district. The April zoning code changes took that a step further and defined the transitional yard to include the following standards.

> (8) Transitional Yard Areas – Additional landscaping or fence are required to provide visual screening when O, C, BP, and I districts abut residential zoning districts. Transitional yard area requirements include all of the following:
>
> (a) A landscaped area that is a minimum of 50 feet wide that is parallel to the residential district. The yard shall be unpaved and without buildings.
>
> (b) A minimum 6-foot-tall berm that is parallel to the residential district.
>
> (c) Trees planted every 35 feet the full length of the landscaped area, on top of the berm.
>
> (d) Storm water management features may be placed within a transitional yard area.

Staff reviewed example site plans and concluded the zoning code landscaping requirement would allow for a portion of the required number of trees to be planted on the berm as required in the transitional yard. The balance of the required trees would be planted normally throughout the site. A 6-foot tall berm at a minimum 3 to 1 slope with a 10-foot wide top shelf calculates to a 46-foot-wide berm that fits completely within the required transitional yard. An 8-foot-tall berm at a 2.5 to 1 slope and a 10-wide

shelf calculates to a 50-foot-wide berm and would also fit completely within the required transitional yard.

Additional note: in the effort to provide additional shielding of business park uses from residential uses, the zoning code also now includes new dark sky-compliant lighting requirements and maximum building lighting fixture head height requirements that were not part of the previous zoning code.

Staff Recommendation:
Staff recommends Development Services Department work with the Engineering Division to prepare a berm modification plan similar to the attached exhibit and place the additional fill on the north side of WD-L492-B in the required transitional yard and submit the plan for bid and review and approval by the Finance and Personnel Committee. Any modification to the berm should be delayed until after the farmer that leases our undeveloped lands has harvested their 2023 crops. This is a TID No. 12 eligible capital project cost.

REMOVE EXISTING 15" PVC STORM SEWER

ENDWALL (78) (FL=634.64)

REMOVE EXISTING 15" PVC STORM SEWER

3:1 SLOPE (TYP.)

143'-18" STM 0.50%

REMOVE TREE AND STUMP (TYP.)

"A"

"A"

ENDWALL (77) (FL=635.35)

634.00

635.04

636.44

217' @ 1.12%

WD-L492-B

WD-L492-B-4

WD-L492-B

LOT 2

SECTION "A"-"A"

24' 10' 24'

FLAT

3:1

PROP EL=637.00

PROP EL=645.00

EXIST GROUND

ENDWALL (50)

ENDWALL (51)

47'-36" RCP ST

47'-36" RCP ST

EXIST CB (55)

EXIST STMH (49)

268'-24" RCP ST

AMERICAN BOULVARD

0 40' 80'

CITY OF DE PERE
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

AMERICAN BLVD POND EXTENSION
GRADING PLAN

NAME: AMERICAN BLVD UTILITY AND STREET EXTENSION
PROJECT # 21-11

	BY	DATE
SURVEYED	REL	03-2021
DRAWN	SRL	06-2021
DESIGNED	SRL	06-2021
CHECKED	EPR	07-2021

REVISIONS / ISSUES NO.	DATE	BY	REMARKS

PAGE NO. G107

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Potentially reduce berm from 11' to 8' to match remainder of the berm and relocate additional fill to complete a berm on the north side of WD-L492-B

REMOVE EXISTING 15" PVC STORM SEWER

Relocate to the North Side of WD-L492-B

3:1 SLOPE (TYP.)

REMOVE TREE AND STUMP (TYP.)

ENDWALL (78) (FL=634.64)

143'-18" STM 0.50%

ENDWALL (77) (FL=635.35)

REMOVE EXISTING 15" PVC STORM SEWER

"A"

"A"

634.00

635.04

636.44

217' @ 1.12%

WD-L492-B-4

WD-L492-B

LOT 2

WD-L492-B

SECTION "A"-"A"

24' 10' 24'

FLAT

3:1

PROP EL=637.00

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268'-24" RCP ST

AMERICAN BOULVARD

0 40' 80'

DE PERE

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AMERICAN BLVD POND EXTENSION

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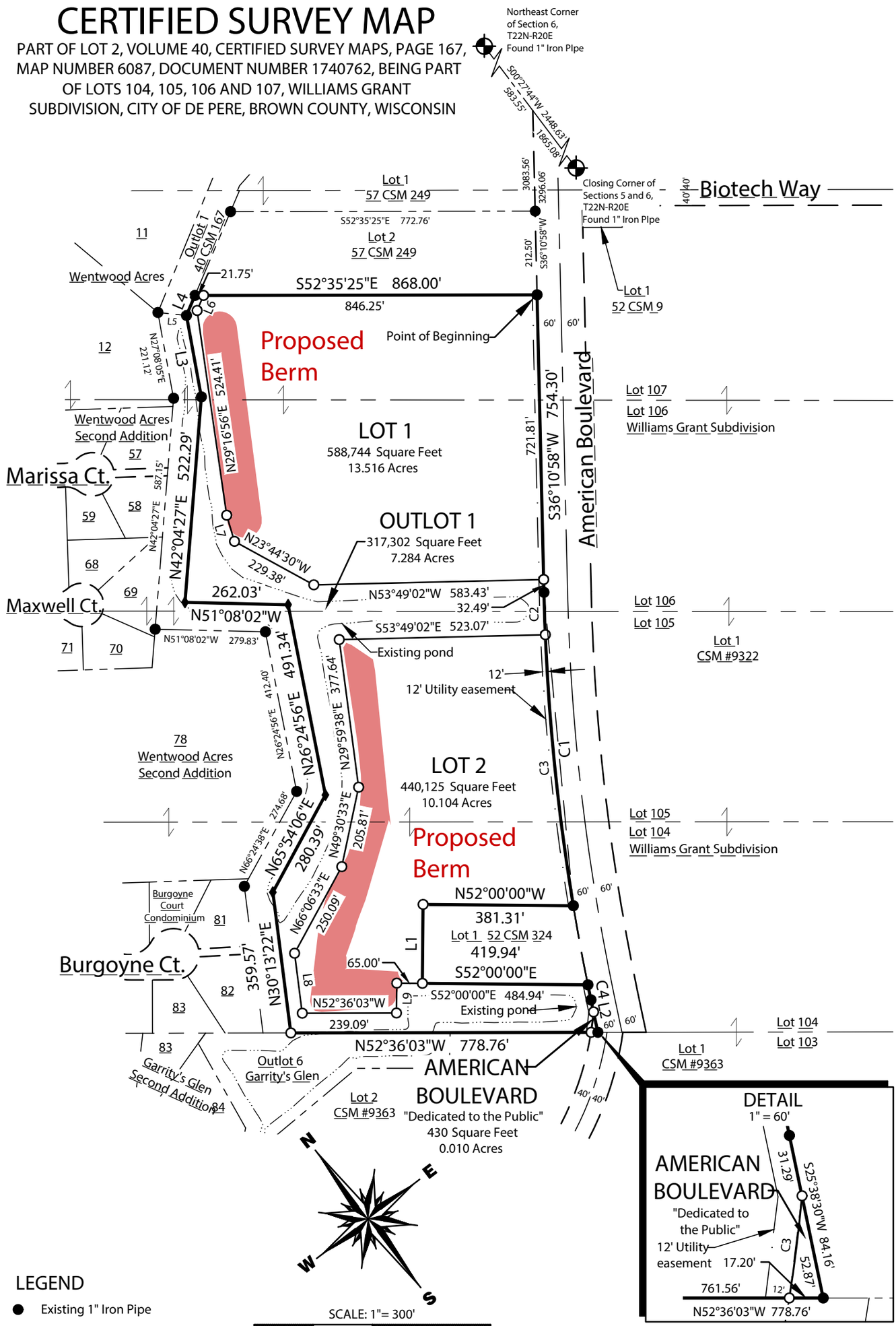
REVISIONS / ISSUES NO.	DATE	BY	REMARKS

PAGE NO. C407

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CERTIFIED SURVEY MAP

PART OF LOT 2, VOLUME 40, CERTIFIED SURVEY MAPS, PAGE 167, MAP NUMBER 6087, DOCUMENT NUMBER 1740762, BEING PART OF LOTS 104, 105, 106 AND 107, WILLIAMS GRANT SUBDIVISION, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



LEGEND

- Existing 1" Iron Pipe
- Set 1" x 18" Iron Pipe with cap weighing 1.38 lbs./lin. ft.
- Computed Point. Corner Falls in Pond
- County Monument

SCALE: 1"= 300'

0' 150' 300' 600'

Bearings are referenced to the Brown County Coordinate System. The east line of Government Lot 1, Section 6, T22N-R20E bears S00°27'44"W.

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE:(920) 662-9641
FAX:(920) 662-9141

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SHEET 1 OF 4