



Common Council

Regular Meeting

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

Agenda

Tuesday, March 4, 2025

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **March 4, 2025** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

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

I. Call to Order

1. Roll Call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the February 19, 2025 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Recommendation from Plan Commission to Approve a 2-outlot extraterritorial Certified Survey Map at 5220 BLK CTH X in Glenmore (Parcel GL-111).
6. Resolution #25-27 Approving Naming a Newly Built Street Innovation DR, Located Between Southbridge RD and Creamery RD, and to Remove the Street Names Innovation DR and French RD from Two Former Street Sections That no Longer Exist.

7. Resolution #25-28 Approving 3 Year Agreement with MultiMedia Channels LLC for Brochure Advertising, Design & Distribution.
8. Appointment to the Board of Review by Mayor Boyd.
9. Discussion and Possible Action Regarding Bargaining or Negotiation Strategy in Connection with Possible Terms of Deferred Special Assessments For Lands Potentially Impacted by Utility Extension Required for Development Beyond Single Parcel Boundaries.

PLEASE TAKE NOTICE that the Council may convene in closed session pursuant to Wis. Stat. §19.85(1) for agenda item 9:

(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Council may then reconvene thereafter in open session pursuant to Wis. Stat. §19.85(2) to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

II. Future Agenda Items

III. 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.

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Ellen Ronsman, Ronsman Law Office LLC

Mike Hollihan, Multi Media Channels LLC



City of De Pere, Wisconsin

I.3

Request for Common Council Action

MEETING DATE: March 4, 2025
DEPARTMENT:
FROM: Carey Danen, City Clerk
SUBJECT: Approval of the minutes of the February 19, 2025 Common Council meeting.
RECOMMENDED ACTION: Motion to approve.

ATTACHMENTS:
2-19-25 Common Council Minutes_draft



Common Council

Regular Meeting

Draft Minutes

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

Wednesday, February 19, 2025

7:30 PM

Council Chambers/Virtual

I. Call to Order

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

1. Roll Call.

Present: Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the January 21, 2025 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	Shana Ledvina
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

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

None.

5. Recommendation from the Finance/Personnel Committee to Contract with Outside Legal Counsel for Interim Legal Services.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Devin Perock
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

6. Recommendation from Finance/Personnel Committee to Approve Request from Definitely De Pere for the 2025 Tour De Pere Special Event for Fee Waivers.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Amy Kunding
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

7. Recommendation from the Finance/Personnel Committee to Allow Over-Hire of One Firefighter for 2025.

Fire Chief Al Matzke answered questions about the possible effect of not having a contract on position openings. He reported that they have a lot of employees near the 50-year age mark, and that the department is on pace to see 7-8 positions open this year. The over-hire process is a way for them to manage that.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Amy Kunding
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

8. Recommendation from Finance/Personnel Committee to Allow Over-Hire of One Police Officer for 2025.

Chief Jeremy Muraski reported that eighteen applicants have passed the initial examination and will be invited to interview.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Amy Kunding
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

9. Recommendation from Finance/Personnel Committee to Increase the City's Equipment Capitalization Threshold from \$5,000 to \$10,000.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Devin Perock
SECONDER:	Shana Ledvina
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

10. Recommendation from Finance/Personnel Committee to Approve TID #6 Financial Statements and Fund Transfer.

Development Services Director Dan Lindstrom confirmed that the fund balance transfer being considered tonight will not have any effect on the affordable housing fund; it has to do with the remaining balance in the TID prior to last year's extension. Finance Director/Treasurer Pam Manley

stated that the fund transfer is intended to offset future capital projects but has not been specifically designated. She recommended that this be discussed during the 2026 budget process.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen
SECONDER:	John Quigley
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

11. Recommendation from the Board of Public Works on Award of Contract 25-06 Concrete Street Repairs in the Amount of \$458,490.50.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	Shana Ledvina
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

12. Recommendation from the Board of Public Works on Award of Contract 25-13 Crackfilling in the Amount of \$83,500.00.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Shana Ledvina
SECONDER:	Dan Carpenter
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

13. Recommendation from the License Committee on an Application for Change of Agent for Walgreens, 150 S. Wisconsin St.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

14. Ordinance #25-01 Amending Section 22-10 of the De Pere Municipal Code Regarding License for Certain Concrete Work.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Jonathon Hansen
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

15. Resolution #25-14 Authorizing Agreement for Consulting Services with Berners-Schober Associates, Inc. (City Hall 1st Floor Remodel).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

16. Resolution #25-15 Authorizing Contractor Agreement with J & S Concrete Services (Project 25-19 Mudjacking).

Mayor Boyd moved, seconded by Alderperson Kunding to open the meeting. Upon vote, motion carried unanimously. Resident Betty Meyer asked whether the City does mudjacking. City Manager Larry Delo stated that the Public Works Director will contact her to answer her question. Mayor Boyd moved, seconded by Alderperson Ledvina to close the meeting. Upon vote, motion carried unanimously.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	John Quigley
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

17. Resolution #25-16 Authorizing Extension with Robert E. Lee & Associates (2025 Consulting Services).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	Jonathon Hansen
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

18. Resolution #25-17 Authorizing Agreement Between City of De Pere and ECS Midwest (2025 Materials Testing and Soil Borings).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

19. Resolution #25-18 Authorizing Agreement Between City of De Pere and Merjent (Phragmites Mitigation).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen
SECONDER:	Shana Ledvina
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

20. Resolution #25-19 Authorizing Agreement with EV Large Pest Control LLC (Storm Water Facilities Trapping Services).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen
SECONDER:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

21. Resolution #25-20 Authorizing Contractor Agreement with Railworks Track Systems LLC (Spur Line Maintenance Services).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

22. Resolution #25-21 Approving Public Utility Easement (Parcel WD-D0035-1).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

23. Resolution #25-22 Authorizing AIA Document B101-2017 between the City of De Pere and GRAEF-USA, Inc.

Development Services Director Dan Lindstrom answered questions about maintenance of the parking garage, and explained that staff are working with the consultant to vet design decisions and the impact on ongoing maintenance and cost. He reported that several of the design progress meetings will be held in front of the Finance-Personnel Committee, and that Graef's bid includes public engagement components.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	John Quigley
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

24. Resolution #25-23 Ratifying Contract with De Pere Professional Firefighters Association IAFF Local #141.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

25. Resolution #25-24 Approving EpicCare Link Site Level Agreement with Ascension Health - IS, Inc.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Shana Ledvina
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

26. Resolution #25-25 Approving Grant Agreement Modification to Wisconsin Division of Public Health DPH Contract No. 62109-5.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

27. Resolution #25-26 By the City of De Pere Electors Supporting a Constitutional Amendment.

Mayor Boyd moved, seconded by Alderperson Ledvina to open the meeting. Upon vote, motion carried unanimously. Resident Janet Vraney addressed the Council and explained the history behind this request for a resolution. Mayor Boyd moved, seconded by Alderperson Ledvina to close the meeting. Upon vote, motion carried unanimously. Discussion followed regarding the motivation for the request. Assistant City Attorney Eric Erdman explained that advisory referendums are no longer an option, so this resolution is a way to express support instead.

RESULT:	ADOPTED BY ROLL CALL VOTE [7-0]
MOVER:	Jonathon Hansen
SECONDER:	James Boyd
AYES:	Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, John Quigley, James Boyd
ABSTAIN:	Dan Carpenter, Devin Perock

28. Appointment to the Board of Park Commissioners by Mayor Boyd.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Shana Ledvina
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, John Quigley, James Boyd

II. Future Agenda Items

Aldersperson Hansen requested another update on the balance in the stadium tax revenue fund, and a discussion on how the remaining funds will be used.

III. Adjournment

Mayor Boyd moved, seconded by Aldersperson Gantz to adjourn the meeting at 8:14 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

L5

Request for Common Council Action

MEETING DATE: March 4, 2025
DEPARTMENT: Development Services
FROM: Peter Schleinz, City Planner/Zoning Administrator
SUBJECT: Recommendation from Plan Commission to Approve a 2-outlot extraterritorial Certified Survey Map at 5220 BLK CTH X in Glenmore (Parcel GL-111).
RECOMMENDED ACTION: Plan Commission recommends approval.

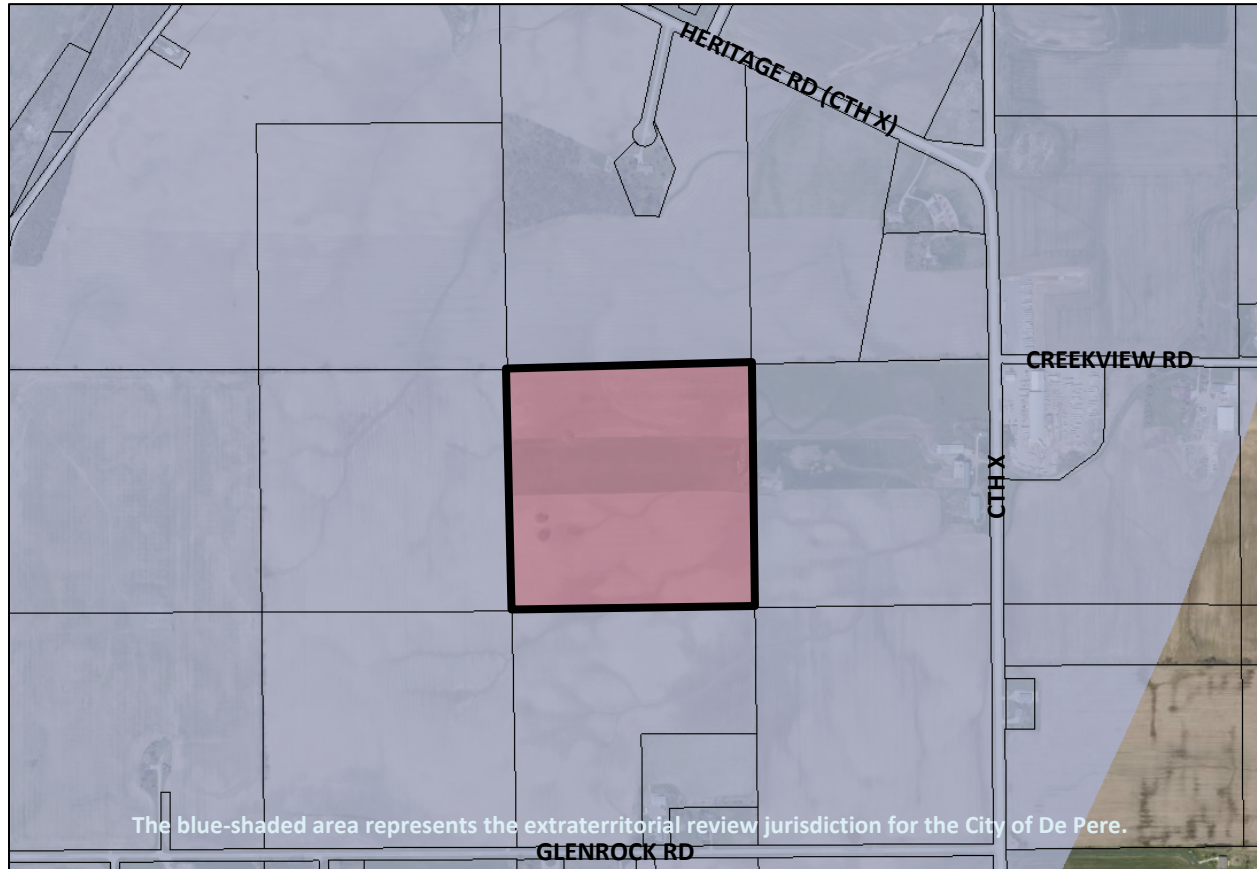
On February 24, 2025, Plan Commission unanimously recommended approval by a vote of 7-0.

ATTACHMENTS:

PC Report, Application and Preliminary CSM - 20 Feb 2025

Item 4: Consideration and possible action for a 2-outlot extraterritorial CSM at 5220 BLK CTH X in Glenmore (Part of Parcel GL-111).*

SITE MAP



REQUESTED ACTION: Certified Survey Map Approval.

COMMON DESCRIPTION: 5220 BLK CTH X, located southwest from the CTH X and Creekview RD intersection.

ZONING: A-1 Agriculture-Farmland Preservation in Glenmore.

SURROUNDING LAND USES: Agricultural to the north, south, east, and west.

COMPREHENSIVE PLAN: Agriculture in Glenmore.

APPLICANT / OWNERS:	<u>Authorized Representative</u>	<u>Property Owner</u>
	Ellen Ronsman	CHERYL A HENDRICKS
	Ronsman Law Office LLC	TIM L HENDRICKS
	210 Main ST	5220 CTH X
	Luxemburg, WI 54217	De Pere, WI 54115

LAND USE HISTORY: After a review of air photographs, the site has been an agricultural use since 1938.

STAFF REVIEW:

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

- Outlot 1 and Outlot 2 are unbuildable/undevelopable outlots.
- Glenmore Zoning Ordinance A-1 Agriculture-Farmland Preservation Section E (*Lot Requirements*) states, "Any new lots created must have access to a public road."
- The Glenmore minimum acreage and frontage requirements are not specifically identified, but there is a regulation for 1.0 acre and 150 feet for separating structures after a farm consolidation. The De Pere minimum acreage and frontage requirements are 0.46 acres and 100 feet.

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

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

STAFF RECOMMENDATION:

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

1. Meeting all other state and local regulations, including the Town of Glenmore, City of De Pere, and Brown County Planning Commission.



Planning/Zoning Application

Planning & Zoning Department

Submitted On:

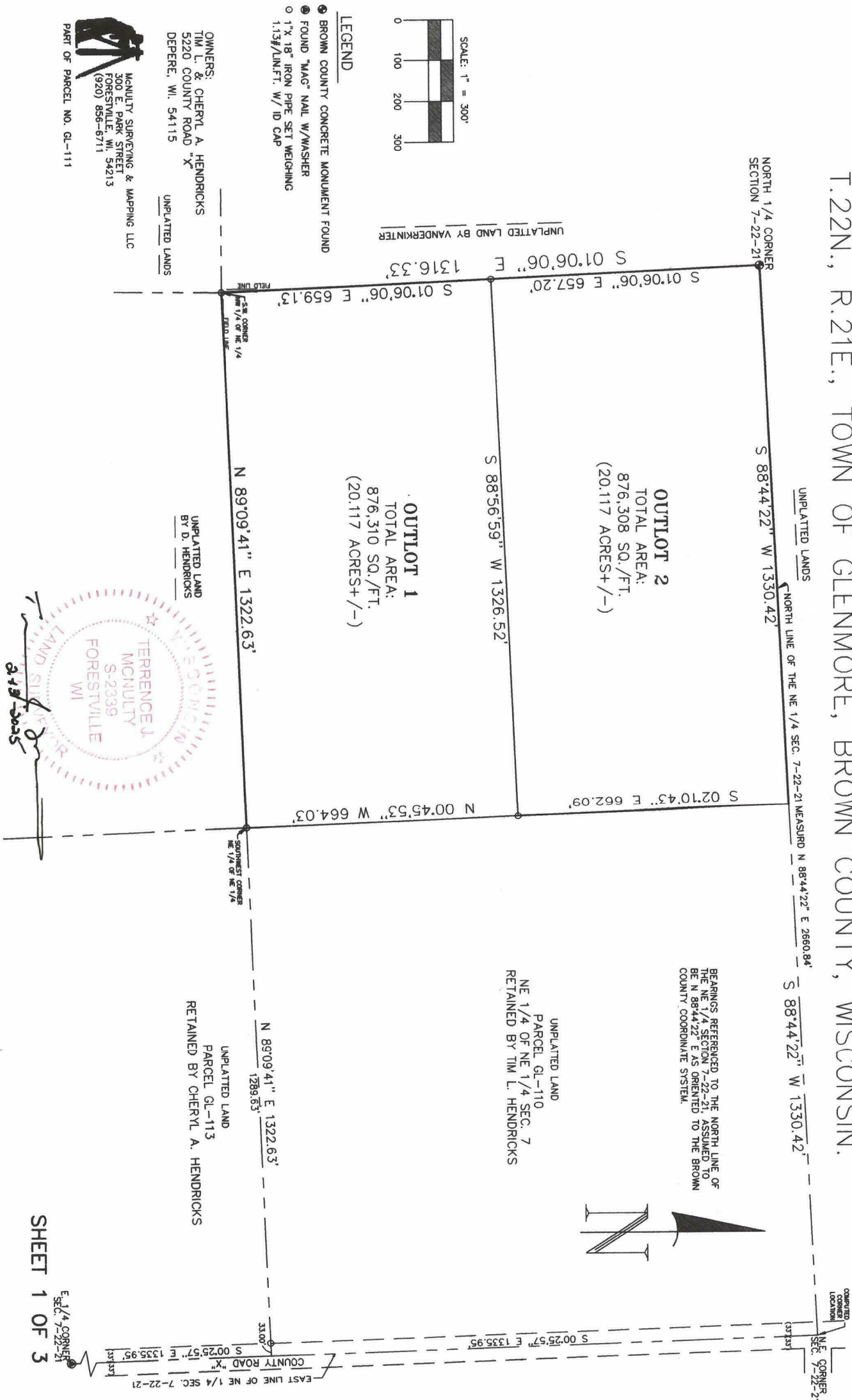
Jan 20, 2025, 01:25PM EST

Parcel Number: (Include ALL parcels)	GL-111
Nearest property address to the project site:	Street Address: 5220 County Trunk X City: DePere State: W Zip: 54115
Check each project type that is being applied for:	CSM
Number of lots in the CSM:	0
Number of outlots in the CSM:	1
Current De Pere Zoning Districts:	Not in De Pere
Extraterritorial Zoning Districts:	Town of Glenmore
Existing Site Land Uses:	Undeveloped/Vacant/Agricultural
Proposed Site Land Uses:	Undeveloped/Vacant/Agricultural
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	No
Property Owner:	First Name: Tim and Cheryl Last Name: Hendricks
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 2397 Sycamore Dr., Apt 5 City: Green Bay State: W Zip: 54311
Property Owner's Phone Number:	920-606-2664
Property Owner's Email Address:	cthendricks1@netzero.net
Is someone processing the project for the property owner as their authorized representative?	Yes

Authorized Representative's Name:		First Name: Ellen
		Last Name: Ronsman
Authorized Representative's Business Name:		Ronsman Law Office LLC
Authorized Representative's Phone Number:		920-845-2888
Authorized Representative's Email Address:		eronsman@ronsmanlaw.com
Please attach 1 PDF copy of the CSM.		CERTIFIED SURVEY MAP 10.10.24.pdf
How do you plan on paying for your application?		Online with a credit card
Total Due:		\$375.00
Signature Data	First Name: Ellen Last Name: Ronsman Email Address: eronsman@ronsmanlaw.com	
		
		Signed at: January 20, 2025 1:14pm America/New_York
User's Session Information		IP Address: 70.40.252.188 Referrer URL: https://statics.teams.cdn.office.net/

CERTIFIED SURVEY MAP NO. _____

A DIVISION OF NW 1/4 OF THE NE 1/4 OF SECTION 7,
T.22N., R.21E., TOWN OF GLENMORE, BROWN COUNTY, WISCONSIN.



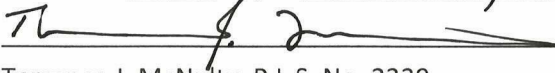
CERTIFIED SURVEY MAP NO. _____
A DIVISION OF NW ¼ OF THE NE ¼ OF SECTION 7, T.22 N., R.21 E.,
TOWN OF GLENMORE, BROWN COUNTY, WISCONSIN.

SURVEYOR’S CERTIFICATE

I, Terrence J. McNulty, professional land surveyor, hereby certify: That I surveyed, divided and mapped a division of NW ¼ of the NE ¼ of Section 7, T. 22 N., R. 21 E., Town of Glenmore, Brown County, State of Wisconsin.

Described as follows: Beginning at the North ¼ corner of said section; thence S 01°06’06” E 1316.33 feet to the Southwest corner of said Northwest ¼ of the Northeast ¼; thence N 89°09’41” E 1322.63 feet to the Southwest corner of said Northeast ¼ of the Northeast 1/4; thence N 00°45’53” W 664.03 feet; thence N 02°10’43” E 662.09 feet to the North line of said Northeast ¼ section; thence S 88°44’22” W 1330.42 feet to the point of beginning. Said area containing 1,752,618 square feet, 40.234 acres of land more or less.

I further certify that this map is a correct representation of the exterior boundaries and the division thereof, that I have made this survey by the order of Tim Hendricks, and that I fully complied with the provisions of Chapter 236.24 of the Wisconsin Statutes and the land division ordinances of the Brown County, and the Town of Glenmore in surveying, dividing, and mapping the same.

Dated this 13th day of February 2025

Terrence J. McNulty, P.L.S. No. 2339



OWNER’S CERTIFICATE

As owners, we hereby certify that we caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection. Town of Glenmore, and Brown County Planning Commission.

Dated this _____ day of _____ 2025

Tim L. Hendricks

Cheryl A. Hendricks

STATE OF WISCONSIN
COUNTY OF _____
Personally came before me this _____ day _____, 2025, the above named, Tim L. and Cheryl A. Hendricks, owners _____
To me know to be the persons who executed the foregoing instrument and acknowledged the same.

Print or Type Name: _____
Notary Public, State of Wisconsin
My Commission Expires _____

CERTIFIED SURVEY MAP NO. _____
A DIVISION OF NW ¼ OF THE NE ¼ OF SECTION 7, T.22 N., R.21 E.,
TOWN OF GLENMORE, BROWN COUNTY, WISCONSIN.

Certificate of the Town of Glenmore
Resolved, that the map described hereon in the Town of Glenmore, Tim L. & Cheryl A. Hendricks, owners, has been submitted and approved by the Town of Glenmore.
Date _____ Approved _____
(Town Chair/Clerk)
Town of Glenmore

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

Certificate of the Brown County Planning Commission
This certified survey map in the Town of Glenmore, Tim L. and Cheryl A. Hendricks, owners, has been submitted and approved by the County Planning Commission.
Date _____ Approved _____
Devin Yoder, Senior Planner

Certificate of the City of DePere
This certified survey map in the Town of Glenmore, Tim L. and Cheryl A. Hendricks, owners, has been submitted and approved by the Common Council on _____.

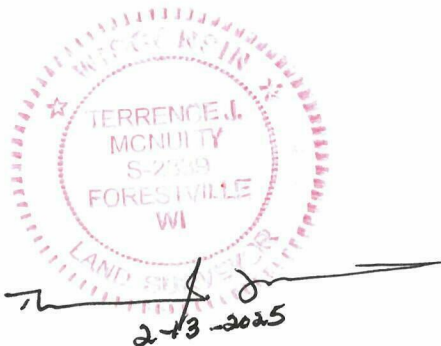
Carey E. Danen, City Clerk Date

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

Notes:

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

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





City of De Pere, Wisconsin

I.6

Request for Common Council Action

MEETING DATE: March 4, 2025
DEPARTMENT: Development Services
FROM: Peter Schleinz, City Planner/Zoning Administrator
SUBJECT: Resolution #25-27 Approving Naming a Newly Built Street Innovation DR, Located Between Southbridge RD and Creamery RD, and to Remove the Street Names Innovation DR and French RD from Two Former Street Sections That no Longer Exist.
RECOMMENDED ACTION: Plan Commission recommends approval.

On February 24, 2025, Plan Commission unanimously recommended approval by a vote of 7-0.

ATTACHMENTS:

Memo to CC, Reso25-27, StreetNameChange_FrenchRdInnovationDr_2025

CITY OF DE PERE MEMO



To: James Boyd, Mayor
Common Council Members

From: Peter Schleinz, Senior Planner | Zoning Administrator 

Date: March 4, 2025

RE: **Recommendation from Plan Commission to approve naming a newly built street Innovation DR, located between Southbridge RD and Creamery RD, and to remove the street names Innovation DR and French RD from two former street sections that no longer exist.**

Summary

In the fall of 2024, a new street was built between Creamery RD and Southbridge RD. The new street curves over and in between the former French RD and Innovation DR. As a result, two separate streets now share the same intersection entry point at the Innovation DR and Southbridge RD intersection. The shared intersection aligns with Innovation CT to the north.

One street name needs to be established, and two former street names need to be removed. The logical new street name is Innovation DR for the following reasons:

- The northern intersection for the new street aligns with the existing Innovation DR.
- Establishing one street name minimizes confusion about street names and address sequencing for the public and emergency services and a future highly trafficked area. The change also creates a marketable street name for future development along the new street frontage and along future South Bridge Connector project.
- A street/address change will be required for only one residential property that is addressed to the new street; whereas a change to French Road would require a street name change by one business and one addressing number change for one residential parcel.

Impacted Property Addresses

A total of five properties have access to the new street, but only two properties are addressed to the new street. If approved, the following addresses will change:

- 2221 Innovation DR will remain as 2221 Innovation DR.
- 1985 French RD will change to 2255 Innovation DR.

Plan Commission Recommendation

Plan Commission recommends approval.

RESOLUTION #25-27

AUTHORIZING STREET NAME CHANGE
(French Road to Innovation Drive)

WHEREAS, the Southern Bypass has been planned in Brown County, which will connect I-41 to Monroe Road (County Highway GV) and create a new bridge that crosses the Fox River in the City of De Pere; and

WHEREAS, in the fall of 2024 a new street was constructed between Creamery Road and Southbridge Road and curves between the former French Road and Innovation Drive; and

WHEREAS, to minimize confusion, improve wayfinding and address sequencing for emergency vehicles and the public in connection with the upcoming development of the southern bypass, it is proposed that the newly constructed road be named Innovation Drive as it aligns with existing Innovation Drive at its northern intersection; and

WHEREAS, only one property will be impacted by an address change, although five properties have access to the new street and two former street sections on both Innovation Drive and French Road will no longer be needed; and

WHEREAS, §236.295 Wis. Stats. requires the Common Council to consent to such name changes; and

WHEREAS, the Plan Commission has reviewed such request and recommends approval thereof.

NOW THEREFORE, BE IT RESOLVED THAT:

The Common Council approves and authorizes the naming of a newly constructed street Innovation Drive, between Creamery Road and Southbridge Road, and removing the street names Innovation Drive and French Road from two former street sections that no longer exist.

BE IT FURTHER RESOLVED THAT:

The City Clerk is directed to record a certified copy of this Resolution with the Brown County Register of Deeds.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of March, 2024.

APPROVED:

James G. Boyd, Mayor

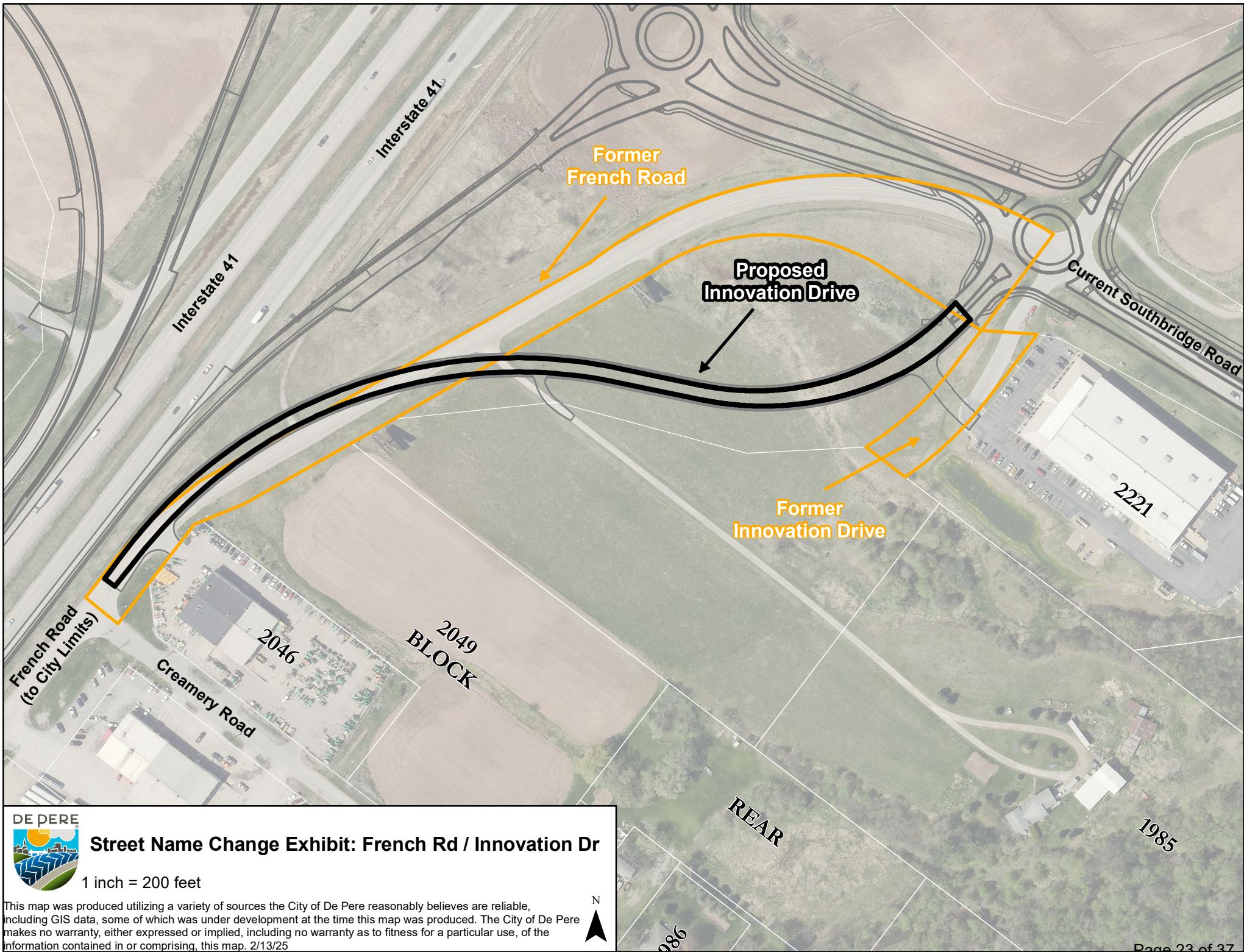
ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/24/2025





Request for Common Council Action

MEETING DATE: March 4, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Resolution #25-28 Approving 3 Year Agreement with MultiMedia Channels LLC for Brochure Advertising, Design & Distribution.
RECOMMENDED ACTION: Staff recommends approval of a 3-year agreement with MultiMedia Channels LLC for brochure advertising, design & distribution.

The Board of Park Commissioners, at the February 20, 2025 meeting, approved a 3-year agreement with MultiMedia Channels LLC for brochure advertising, design, and distribution. The motion was approved unanimously, with a 7-0 vote.

ATTACHMENTS:

Reso25-28, MMC Brochure Advertising 3 Yr Agreement 2.6.25, Multi Media Channels LLC (Community Center Brochures).Agreement

RESOLUTION #25-28

AUTHORIZING AGREEMENT FOR SERVICES BETWEEN
THE CITY OF DE PERE AND MULTI MEDIA CHANNELS, LLC

WHEREAS, the City of De Pere and Multi Media Channels, LLC have, since 2016, maintained an Agreement for Services concerning advertising, design, printing and distribution of City's Park, Recreation and Forestry Department's bi-annual department brochures and postcards which had lapsed in 2024; and

WHEREAS, the parties wish to continue their relationship and enter into a new agreement for a three-year term, whereby Multi Media Channels, LLC will continue to solicit ads for the brochures and retain the solicited ad revenue to offset the costs of design and printing, pursuant the terms and conditions set forth in the Agreement for Services as is attached hereto and incorporated by reference; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the Agreement for Services Between the City of De Pere and Multi Media Channels, LLC, as is attached hereto, as well as any subsequent extensions or renewals thereof, provided the terms are substantially similar and sufficient funds are budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Resolution #25-28

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of March, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/20/2025

CITY OF DE PERE

Community Center | Recreation Department

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



To: Board of Park Commissioners

From: Paula Rahn, Recreation Superintendent

Date: February 20, 2025

Re: New 3-Yr. Brochure Advertising Agreement with MultiMedia Channels, LLC

Since 2016, the Parks, Recreation & Forestry Department has maintained a yearly agreement with MultiMedia Channels, LLC for the design, solicitation of ads, printing and distribution of our bi-annual department brochures (except for last year when the agreement had lapsed but the partnership continued without an official signed agreement). We would like to continue this partnership with MMC and request the Board of Park Commissioner's approval to enter into a new 3-year agreement.

The agreement was drafted by the City Attorney's office and has been reviewed and signed by MMC. Key points in the agreement include:

- 1) Consultant will continue to solicit ads for brochure advertising and retain the solicited ad revenue to offset the costs of the brochure's design and printing.
- 2) Term of Agreement shall be for three (3) years commencing on the date of execution of this Agreement and shall expire after the three (3) year Agreement term unless the Parties extend the Agreement in writing. *Previously 1-year agreements.*
- 3) Consultant would design and print approximately 2,500 brochures for distribution at various drop points in the city. *Last year printed 3,500 copies but focus has shifted to online.*

A copy of the agreement has been attached for your review. Thank you for your time and consideration.

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND MULTI MEDIA CHANNELS, LLC
(Community Center Brochures)**

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Multi Media Channels, LLC, a Wisconsin limited liability company ("Consultant"), collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the City is in need of collaborating with a company for advertising, design, printing and distribution of the City's Park, Recreation and Forestry Department's bi-annual brochures; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe; and

WHEREAS, it is the intent and expectation of the Parties that this Agreement will have no direct financial impact on the City; and

WHEREAS, the Consultant previously provided this advertising, design, printing and distribution service to the City for almost a decade; and

WHEREAS, a prior agreement dated August 1, 2016, along with various amendments and extensions thereto (collectively the "Prior Agreement"), between City and Consultant have lapsed, and the Parties wish to enter into this Agreement to continue this service under substantially similar conditions as the Prior Agreement, as more fully set forth herein.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION AND TERM OF PROJECT

The scope of the project is substantially similar as described in the Prior Agreement and its related exhibits, except as modified as follows:

- 1) The term of this Agreement shall be for three (3) years commencing on the date of execution of this Agreement and shall expire after the three (3) year Agreement term unless the Parties extend the Agreement in writing.
- 2) Consultant shall design and print approximately 2,500 brochures for distribution at various drop points in the City.

If a conflict exists between the Prior Agreement and this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONSULTING SERVICES

Consultant shall continue to solicit ads for brochure advertising and retain the solicited ad revenue to offset the costs of its design and printing of the brochure.

Consultant agrees to perform those services described in this Agreement in conjunction with, as applicable, the Prior Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both Parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

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

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

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

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. TIME FOR COMPLETION

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

IX. COMPENSATION

Consultant shall be responsible for all costs associated with advertisement solicitations and all costs associated with printing and distributing City brochures associated with this project. Consultant shall retain all compensation received from advertisements sold. No other remuneration shall be paid to Consultant.

X. RESPONSIBILITY OF CONSULTANT

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

XI. NON-DISCRIMINATION

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

XII. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XIII. ALLOCATION OF RISKS

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

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

XIV. SUBCONTRACTS

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

XV. ASSIGNMENT

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

XVI. INTEGRATION

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

XVII. JURISDICTION

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

XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both Parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XIX.

XIX. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work

required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XX. MEDIATION

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

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

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

XXI. NOTICES

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

If to City:
City of De Pere
Attn: Marty J. Kosobucki
925 S. Sixth Street
De Pere, WI 54115

If to Consultant:
Multi Media Channels, LLC
Attn: Mike Hollihan
[INSERT ADDRESS]

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

MULTI MEDIA CHANNELS, LLC

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk



City of De Pere, Wisconsin

I.8

Request for Common Council Action

MEETING DATE: March 4, 2025
DEPARTMENT: Administration
FROM: James Boyd, Mayor
SUBJECT: Appointment to the Board of Review by Mayor Boyd.
RECOMMENDED ACTION: Motion to approve.

I am submitting the following name for appointment at the March 4th meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have an issue with the appointment.

Vaughn Lenhart

My wife, Nancy, and I moved to De Pere after having lived in the Minneapolis suburb of Eden Prairie for over 40 years. During our time there we rented for a couple of years and then owned two separate homes. I spent most of my working career in Human Resources management in the Minneapolis area. We retired when we moved to DePere 2 1/2 years ago. We really enjoy our newly renovated home that we bought when we moved to De Pere. I served as a Poll Worker for De Pere during the past November election, and I now wish to serve the City of De Pere by being a member of the Board of Review.

ATTACHMENTS:
None



City of De Pere, Wisconsin

I.9

Request for Common Council Action

MEETING DATE: March 4, 2025
DEPARTMENT: City Attorney
FROM: Eric Erdman, Assistant City Attorney
SUBJECT: Discussion and Possible Action Regarding Bargaining or Negotiation Strategy in Connection with Possible Terms of Deferred Special Assessments For Lands Potentially Impacted by Utility Extension Required for Development Beyond Single Parcel Boundaries.

**RECOMMENDED
ACTION:**

ATTACHMENTS:
None