Common Council

Regular Meeting

Agenda

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

Tuesday, November 19, 2024 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **November 19, 2024** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

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

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the November 6, 2024 Common Council meeting.
4. Public Hearing on the proposed Budget for calendar year 2025.

   A. Presentation of 2025 Budget.

   B. Notice of Public Hearing.

   C. Approval of proposed 2025 Budget.

   D. Resolution #24-97 Adoption of Tax Levy for City Purposes to Support the 2025 Budget.
5. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
6. Recommendation from Finance/Personnel Committee to Approve Replacement of Existing Interstate 41 sign.
7. Recommendation from Finance/Personnel Committee to Increase sale price for City-owned Property in Business Parks.
8. Recommendation from the License Committee on a request by Tamara Jandrain to appear regarding the denial of her operator license application.

9. Recommendation from the License Committee on an application for Change of Agent for St. Norbert College, Inc., 100 Grant St.

10. Resolution #24-98 Authorizing Long-Term Advance to Water Utility Fund from Wastewater and General Funds.

11. Resolution #24-99 Authorizing First Amendment to Development Agreement (Amerilux Holdings, LLC - 2000 Commerce Drive; Parcel No. ED-3103).

12. Resolution #24-100 Approving School of Nursing Practicum Site Agreement with Rasmussen College, LLC.

13. Resolution #24-101 Approving Affiliation Agreement with Grand Canyon University.

14. Resolution #24-102 Approving Data Use Agreement between the Wisconsin Department of Health Services and the City of De Pere Health Department for emPower Program.

15. Future agenda items.

PLEASE TAKE NOTICE that the Council may convene in closed session pursuant to Wis. Stats. §19.85(1):
(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Walmart Excessive Assessment Litigation - Brown County Case Nos. 2023 CV 990 & 2024 CV 1100)
(g) for conferring with legal counsel who is rendering oral or written advice concerning strategy to be adopted by the Council with respect to litigation in which it is or is likely to become involved. (Walmart Excessive Assessment Litigation - Brown County Case Nos. 2023 CV 990 & 2024 CV 1100)
The Council may then reconvene in open session pursuant to Wisconsin Statute Section 19.85(2) to report the results of the closed session and consider the balance of the Agenda.

17. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the November 6, 2024 Common Council meeting.**

ATTACHMENTS:

- 11-6-24 Common Council Minutes_draft (PDF)

Common Council

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

Regular Meeting

Draft Minutes

Wednesday, November 6, 2024 **7:30 PM** **Council Chambers and Virtual**

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the October 15, 2024 Common Council meeting.

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

4. Public Hearing to Act on the Vacation of a Portion of a Public Thoroughfare (Right-of-Way Discontinuance at 2000 Commerce Drive and 2051 Profit Place).

A. Notice of Public Hearing.

The notice was published in the Press Times on October 11th, 18th, and 25th, 2024.

B. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom reported that this request is one of many steps for the Amerilux project. The City has deemed these areas as unnecessary to maintain; the infrastructure will be removed and dedicated back to the property owner. Mayor Boyd declared the public hearing open; no one wished to speak so he declared the hearing closed.

C. Resolution #24-80 Regarding the Vacation of a Portion of a Public Thoroughfare (Right-of-Way Discontinuance at 2000 Commerce Drive and 2051 Profit Place adjacent to Parcels ED-3103 and ED-2382).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

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

   None.

6. Consideration and Possible Action to accept Donation from De Pere Baseball in the amount of $23,680 to improve Kelly Danen and Southwest Baseball Diamonds.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

7. Recommendation from the Business Improvement District Board to approve the De Pere Business Improvement District 2025 Operating Plan.

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

8. Recommendation from Plan Commission to approve an extraterritorial 2-lot certified survey map at 1845 Williams Grant DR in Lawrence (Parcel L-169-1).

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

9. Consideration and Possible Action on Employment Agreement for De Pere City Manager Kimberly T. Flom.

   Staff answered questions about annual salary increases, residency requirements, and the performance review process.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

10. Consideration and Possible Action on Second Amendment to Employment Agreement for City Administrator/Manager Lawrence Delo.

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

11. Ordinance #24-23 Establishing Salaries for Elected Officials for the City of De Pere (2026-2029).

Alderperson Hansen stated for the record that he believes it's important for elected officials to be properly compensated, but that he preferred a 2% increase.

RESULT:	**ADOPTED BY ROLL CALL VOTE [7 TO 1]**
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Kundinger, Ledvina, Perock, Quigley
NAYS:	Jonathon Hansen

12. Resolution #24-93 Approving Partial Release of Utility Easements (2051 Profit Place and 2000 Commerce Drive; Parcels ED-2382 and ED-3103).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

13. Resolution #24-94 Approving Utility Easement (2051 Profit Place and 2000 Commerce Drive; ED-2382 and ED-3103).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

14. Resolution #24-95 Approving Grant of Stormwater Access and Maintenance Easement (Parcel No. ED-344-101-5; 1862 Commerce Drive).

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

15. Appointment to Board of Health and Reappointment to Police & Fire Commission by Mayor Boyd.

Robyn Lauritsen was appointed to Board of Health and Tedd Penn was reappointed to Police & Fire Commission.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

16. Future agenda items.

Alderperson Hansen requested a discussion on creating financial incentives to encourage property owners to add their homes to the local historic register. This request will go to the Historic Preservation Commission.

Development Services Director Dan Lindstrom requested a joint meeting of the Redevelopment Authority and Common Council for November 19th at 7:00 PM. The clerk will coordinate with members to confirm a quorum.

17. Walmart Excessive Litigation – Brown County Case Nos. 2023 CV 990 & 2024 CV 1100.

Alderperson Carpenter moved, seconded by Alderperson Gantz to enter closed session at 7:47 PM. Upon roll call vote, motion carried unanimously. Alderperson Ledvina moved, seconded by Alderperson Gantz to open the meeting at 8:07 PM. Upon roll call vote, motion carried unanimously.

18. Adjournment.

Alderperson Quigley moved, seconded by Alderperson Carpenter to adjourn the meeting at 8:08 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**Finance Department**
FROM:	**Pamela Manley**
SUBJECT:	**Public Hearing on the proposed Budget for calendar year 2025.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Presentation of 2025 Budget.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. Notice of Public Hearing.**

ATTACHMENTS:

- 2025 Budget Hearing Publication (PDF)

2025 BUDGET
CITY OF DE PERE, WISCONSIN

The Common Council of the City of De Pere will hold a public hearing on the proposed budget for calendar year 2025 on Tuesday, November 19, 2024, commencing at 7:30 p.m. in the Council Chambers of De Pere City Hall, 335 S Broadway St, De Pere Wisconsin. The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Computer/smart phone access https://www.gotomeet.me/DePere or dial in using your phone toll free 1-866-899-4679 or 1-312-757-3117 Access Code: 154-883-285. Notice is hereby given that the details of the proposed Budget will be on file in the Clerk's office in City Hall beginning on November 1st, 2024 and will be open for public inspection during regular office hours, or online at www.deperewi.gov/2025budget. A summary of the proposed budget is published herewith.

Dated this 1st day of November, 2024

GENERAL FUND	2023 ACTUAL	2024 ESTIMATED	2024 ADOPTED BUDGET	2025 PROPOSED BUDGET	PERCENT CHANGE
REVENUES					
Taxes (other than property)	$499,692	$511,443	$506,120	$490,740	
Public Improvements	$6,955	$7,500	$10,000	$7,500	
Intergovernmental	$3,958,316	$4,505,303	$4,363,072	$4,500,366	
Licenses and Permits	$677,141	$1,259,678	$889,857	$1,044,027	
Fines, Forfeitures & Penalties	$262,493	$274,705	$270,000	$275,000	
Public Charges for Services	$3,365,192	$3,290,275	$3,120,446	$3,045,414	
Intergovernmental Charges for Services	$940,317	$668,476	$565,483	$679,926	
Miscellaneous	$2,429,800	$2,375,991	$1,529,000	$2,110,000	
Fund Balance Applied	$0	$0	$0	$0	
Transfers from Other Funds	$518,632	$607,780	$593,007	$261,400	
TOTAL GENERAL FUND REVENUES	**$12,658,538**	**$13,501,151**	**$11,846,985**	**$12,414,373**	**4.79%**
EXPENDITURES					
General Government	$2,187,327	$2,400,130	$2,342,868	$2,404,008	
Other General Government	$266,599	$205,229	$408,916	$1,354,122	
Public Safety	$11,156,013	$11,357,929	$11,436,159	$11,706,390	
Public Works	$1,993,471	$2,513,549	$2,386,403	$2,533,552	
Solid Waste & Recycling	$889,158	$922,693	$917,964	$938,918	
Health & Social Services	$744,692	$917,237	$747,566	$755,715	

Culture, Recreation & Education	$3,067,909	$3,286,552	$3,225,494	$2,884,151	
Conservation & Development	$402,442	$484,807	$452,125	$437,883	
Capital Outlay	$0	$0	$350,650	$217,783	
Transfer to Other Funds	$47,850	$0	$0	$0	
TOTAL GENERAL EXPENDITURES	**$20,755,461**	**$22,088,126**	**$22,268,145**	**$23,232,522**	**4.33%**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	($8,096,923)	($8,586,975)	($10,421,160)	($10,818,149)	**3.81%**
General Fund Property Tax Levy	$9,216,557	$10,421,160	$10,421,160	$10,818,149	**3.81%**
GENERAL FUND SURPLUS (DEFICIT)	$1,119,634	$1,834,185	$0	$0	
SPECIAL REVENUE FUNDS					
Revenues	$241,968	$158,475	$192,937	$826,299	328.27%
Expenditures	($120,193)	($469,141)	($183,119)	($2,480,720)	1254.70%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$121,775	($310,666)	$9,818	($1,654,421)	16950.90%
SPECIAL REVENUE FUND PROPERTY TAX	$0	$0	$0	$387,177	
SPECIAL REVENUE FUND SURPLUS (DEFICIT)	$121,775	($310,666)	$9,818	($1,267,244)	
DEBT SERVICE FUND					
Revenues	$7,802,132	$3,760,097	$3,760,097	$4,065,666	8.13%
Expenditures	($11,944,432)	($8,649,093)	($8,649,568)	($9,314,389)	7.69%
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	($4,142,300)	($4,888,996)	($4,889,471)	($5,248,723)	7.35%
Debt Service Fund Property Tax Levy	$4,438,614	$4,239,593	$4,239,593	$4,757,123	**12.21%**
Debt Service Fund Surplus (Deficit)	$296,314	($649,403)	($649,878)	($491,600)	

CAPITAL PROJECTS FUNDS

Revenues	$8,090,805	$3,178,705	$7,925,010	$25,879,435	226.55%
Expenditures	($13,655,197)	($6,944,453)	($11,221,647)	($27,580,428)	145.78%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	($5,564,392)	($3,765,748)	($3,296,637)	($1,700,993)	**-48.40%**
CAPITAL PROJECTS FUNDS PROPERTY TAX LEVY	$2,516,097	$3,485,269	$3,485,269	$3,309,044	-5.06%
CAPITAL PROJECTS SURPLUS (DEFICIT)	($3,048,295)	($280,479)	$188,632	$1,608,051	

FUND BALANCES

	General Fund	Special Revenue	Debt Service	Capital Projects	Proprietary Funds
Actual as of January 1, 2024	$11,839,556	$3,913,124	$2,282,210	$2,119,244	$77,148,378
Projected December 31, 2024	$13,673,741	$3,602,458	$1,632,807	$1,838,765	$78,502,884

CITY PROPERTY TAX LEVY

	2023	2024	2025	Percent Change
General Fund	$9,216,557	$10,421,160	$10,818,149	3.81%
Special Revenue Fund	$0	$0	$387,177	100.00%
Debt Service Fund	$4,438,614	$4,239,593	$4,757,123	12.21%
Capital Projects Fund	$1,742,276	$1,841,276	$1,454,099	-21.03%
City Tax Increment Levy	$773,821	$1,643,991	$1,854,945	12.83%
TOTAL TAX LEVY	**$16,171,268**	**$18,146,020**	**$19,271,493**	**6.20%**

CITY TAX RATES

(PER $1,000 ASSESSED VALUE)	**$5.85**	**$5.61**	**$5.43**	**-3.30%**
(PER $1,000 EQUALIZED VALUE)	**$5.60**	**$5.47**	**$5.38**	**-1.76%**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**C. Approval of proposed 2025 Budget.**

The budget document can be found at the following link:
https://www.deperewi.gov/egov/documents/1730390316_70027.pdf

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**D. Resolution #24-97 Adoption of Tax Levy for City Purposes to Support the 2025 Budget.**

ATTACHMENTS:

- Reso24-97 (PDF)

RESOLUTION #24-97

ADOPTION OF TAX LEVY FOR CITY PURPOSES TO
SUPPORT THE 2025 CITY BUDGET

WHEREAS, the De Pere Finance/Personnel Committee has reviewed the proposed 2025 City Budget; and

WHEREAS, the City Clerk, having published a Class 1 Notice of Public Hearing regarding the proposed 2025 City Budget, a public hearing having been held on November 19, 2024, at 7:35 p.m., and the Common Council having heard all interested parties or their agents and attorneys; and

WHEREAS, after due deliberation and public discussion, the De Pere City Council is desirous of adopting a tax levy to support the 2025 City Budget;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

> That the De Pere Common Council hereby approves the 2025 Budget as presented; further the Common Council adopts a total 2024 property tax levy to support the City's 2025 Budget and that this levy be further apportioned according to the following: General Fund ($10,818,149); Debt Service ($4,757,123); Special Revenue ($387,177); Capital Projects ($1,454,099); and Local Levy TID Districts ($1,854,945).

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Amy Darnick**
SUBJECT:	**Recommendation from Finance/Personnel Committee to Approve Replacement of Existing Interstate 41 sign.**

In June, the Council and Finance/Personnel Committee meeting approved hiring Elevate 97 for design services for refurbishing/replacing the existing I-41 sign. (See attached minutes).

Elevate 97 submitted three (3) options for consideration.

Option A (See attached): This option completely replaces the existing sign with a new sign. The estimated cost for this option is $115,000.

Option B (See attached): This option refurbishes the existing sign (See attached photo). The refurbishing includes a new logo, repainting existing fin and backer cabinet, face-lit channel letters, new flat aluminum pole cover, and accent lighting. The estimated cost for this option is $78,000.

Option C (See attached): This option refurbishes the existing sign (See attached photo). The refurbishing includes a new logo, existing fin cabinet to remain as is, repainting existing backer cabinet, face-lit channel letters, existing polycarb panels to remain as is without illumination, and accent lighting. The estimated cost for this option is $68,000.

Staff have reviewed the three (3) options. Staff felt the difference in cost between the options was not significant enough to offset the benefit of having all new materials that would be far easier to maintain by staff in the future versus trying to maintain the old sign materials that may not last as long and are more difficult for our staff to maintain. Staff also felt the design and appearance of option A was more appropriate for the I-41 location as a representation of the community.

Staff recommends option A. The intent will be to bid and construct option A in 2025. The funding for $115,000 would need to be included in the 2025 bonding under TID #15.

At the 11-12-24 Finance and Personnel Committee Meeting, it was approved to go with option A for replacing the existing sign with a new one with the estimated cost of $115,000.

ATTACHMENTS:

- 6-11-2024 Finance Committee Minutes (PDF)
- 2024-06-18 Common Council - Full Minutes (PDF)
- Option A - New Sign (PDF)

- Option B - Refurbish Existing Sign (PDF)
- Option C - Refurbish Existing Sign (PDF)
- Existing I-41 Sign (JPG)

Finance/Personnel Committee

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

Regular Meeting

Minutes

Tuesday, June 11, 2024 | **7:30 PM** | **Council Chambers and Virtual**

1. Call to Order

The meeting was called to order at 7:30 PM by Alderperson John Quigley

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

Also present was City Administrator Larry Delo, Finance Director/Treasurer Pamela Manley, Development Services Director Dan Lindstrom, Public Works Director Scott Thoresen, Fire Chief Al Matzke (remote).

2. Approval of minutes from May 14, 2024 Regular Meeting of the Finance Personnel Committee.

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

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 and Personnel Committee. §6-3(f) DPMC

None

4. Consideration and Acceptance of donation from Capital Credit Union for Technical Rescue Equipment for Fire Department in the amount of $5,700.*

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

5. Consideration and Possible Action on Interstate 41 Sign Design Proposals.*

Alderperson Kundinger had a question on this agenda item. She made mention that there were multiple proposals in multiple price points for this sign proposal. The recommendation is coming in to go with the higher proposal, and she just wanted to know if we have put more consideration into the other proposals.

Public Works Director Thoresen responded that we solicited 7 companies but only received 4 proposals back. 2 companies didn't meet the criteria and were not considered any further. Jones Signs and Elevate 97 were two of the ones considered. Staff felt Elevate 97 provided a better sign style and quality. We did reference checks on them and

came back with high reviews. Even though their proposal is the highest, we feel that they are the best fit for this job. The proposal was $8,890 charged to TID 15. If Council approves, we'd like to move forward with the firm and get a design that the City feels comfortable doing. It is either to repair the existing sign or come up with a proposal for a new one. We would then budget accordingly for the 2025 budget to either repair or replace.

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

6. Consideration and Possible Action on Development Agreement Terms with Valley Cabinet INC, for a manufacturing expansion at 1840 S BROADWAY ST (ED-F0101) in the East Industrial Park. *

Development Services Director Dan Lindstrom was present to speak about this agenda item. This item is the next step in the process for Valley Cabinet. We amended TID #10 to include Valley Cabinet. It will be an 80,000 square foot expansion of their production and office space. This is for a PAYGO TIF request. All of the details are in the packet. Overall value standpoint is a 7% assessed value of the project, which is below what we are normally at for first projects because the life of the TID. Proposed terms are in the packet for the committee. The groundbreaking was today (June 11, 2024). In order for us to meet the requirements to review the analysis of their total submittal proposals, once the project is done, we will need to do a summary expense report. Alderperson Quigley asked how many employees they currently have. Development Services Director Lindstrom mentioned that they are sitting at roughly 300 right now, and it will be expanded over time. Small revision to the terms **There was an error in the packet, the Anticipated Annual Tax Revenue is $83,600 and the Anticipated Annual Tax Increment is $79, 100.

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

7. Consideration and Possible Action on Development Agreement Terms with Crosspoint Church Inc for a relocated and expanded landscape supply business (New Land LLC dba Green Bay Nursery) at 2108 & 2118 Lawrence Dr. located in TID No. 15.*

Development Services Director Dan Lindstrom spoke on this agenda item. It is for Crosspoint Church Inc. has created and is partnering with New Land LLC/ Green Bay Nursery. They are proposing to relocate to De Pere and expand their landscape supply business located in TID 15. They are proposing to transition a residential property to a commercial property. Just the sale in the transition from a residential property to a commercial property increased the value significantly. They are requesting a $110,000 up front cash grant. Current assessed value of $473,500. They will need to submit an expense report before receiving any funds.

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

8. Consideration and Possible Action on 2024-2025 Property Tax Bill Preparation Agreement with Brown County.*

Finance Director/Treasurer Pamela Manley is present to speak on this agenda item. This is an agreement that the City would have signed the last couple of years as we did tax collection. The only change this year is that we removed personal property. The City Attorney recommended we update this with some revisions the last couple of years. If okay with the Committee, we will sign the agreement as long as there are no substitutive changes in the future. Option A approval.

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

9. Consideration and Possible Action on an Agreement with Finance System of Green Bay, Inc.*

Finance Director/Treasurer Pamela Manley is here to talk on this item. Last year it was approved to use State debt collection for collections. The downside of using the State debt collection is that we need personal information from the person (i.e. drivers license number, social security number, etc). In this case, we have delinquent personal property that we've been unable to collect over the last few years. Municipalities are required to try and collect for the personal property, while the County takes the Real Estate collections. We can only go back 5 years. We still have over $7,000 of principal that we are trying to collect. We've used Finance Systems of Green Bay, Inc in the past, but updated the agreement since it was outdated.

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

10. Consideration and Possible Action on increasing the Donation acceptance threshold requiring Committee and Council approval.*

Director Manley spoke on this item as well. Through staff discussions, the small amounts of donations amounts and having to come back to get approval each time slows down our process of approving the donations and then being able to do what we want with the money. We are requesting to increase the threshold to just over $1,000 ($1,001) and limit the number of times we have to come to the committee.

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

11. Consideration and Possible Action on approval of Preliminary 2024 Borrowing.*

Finance Director/Treasurer Manley talked on the preliminary 2024 borrowing. There is a list of projects that we request to be borrowed for in the 2024 budget. As the year progresses, there are some things we end up not being able to do, and some things that come in under budget.

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

12. Consideration and Possible Action on the creation of an Ordinance regarding the refund of certain overpayments to the City of De Pere.*

Director Manley spoke on this agenda item. This stemmed from Parks & Rec. when they switched over to their new system. There were a lot of accounts that had overpayment. When the Finance Department reviewed them, many of them are under $10 and many years old. We are proposing that instead of cutting checks back to people, to approve the policy to only refund to people who overpaid $10 (unless specifically requested) within 3 years of when the overpayment occurred. We had the Legal Department research the threshold amount and they came back with $10 max for a refund amount.

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

13. Consideration and Possible Action on the City of De Pere Investment and Cash Detail, April 2024.

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

14. Future agenda items.

None

15. Adjournment

Alderperson Quigley made a motion to adjourn
Alderperson Perock seconded the motion.

The meeting was adjourned at 7:52 pm.

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

Respectfully submitted,
Amy Darnick

Common Council

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

Regular Meeting

Final Minutes

Tuesday, June 18, 2024 | **7:30 PM** | **Council Chambers and Virtual**

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the June 4, 2024 Common Council meeting.

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

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

   None.

5. Recommendation from the Board of Public Works to remove existing Service Signs on S. Broadway & Bicentennial Park and revise draft Civic Sign Policy.

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

6. Recommendation from the Board of Public Works on Award of Contract 24-08 Manhole Rehabilitation to Great Lakes TV Seal, Inc. in the amount of $46,825.00.

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

7. Recommendation from Finance/Personnel Committee to accept donation from Capital Credit Union for Technical Rescue Equipment for the Fire Department in the amount of $5,700.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Mike Eserkaln, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

8. Recommendation from Finance/Personnel Committee to increase the Donation Threshold requiring committee and council approval to $1,001.

Alderperson Hansen asked if Council would receive notification of donations under threshold amount; City Administrator Larry Delo responded that is not the intention of the policy.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

9. Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2024 to June 30, 2025.

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

Alderperson Carpenter reported that the License Committee is recommending approval of all renewal applications contingent on the completion of Police Department background checks.

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

B. Class "A" Fermented Malt Beverage License.

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

C. Class "B" Fermented Malt Beverage Licenses.

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

D. Class "B" Fermented Malt Beverage/"Class C" Wine License.

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

E. Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor Licenses.

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

F. Class "B" Malt Beverage/"Class B" Intoxicating Liquor Reserve License.

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

10. Ordinance #24-11 Creating Section 13-13 under Chapter 13- City Finances of the De Pere Municipal Code relating to Refund of Certain Overpayments to the City of De Pere.

Finance Director/Treasurer Pam Manley explained that this policy was spurred by the conversion to the new Park & Sec software, which revealed that there were many open small balances (i.e., credits towards a future class). Director Manley emphasized that if anyone requests a refund on one of these small overpayments, staff will issue it.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

11. Ordinance #24-12 Amending Chapters 26, 66, and 70 of the De Pere Municipal Code.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

12. Resolution #24-53 Approving Compliance Maintenance Annual Report for Wastewater Collection System.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

13. Resolution #24-54 Authorizing Agreement for Consulting Services between City of De Pere and Elevate97 Logistics Company, LLC (Design Services for I-41 City Sign).

Public Works Director Scott Thoresen reported that two bidders submitted their proposals without some of the requirements requested, so staff did not consider them further. Elevate 97 provided more detail in their proposal, and will include options for both renovating or replacing the current sign. City Administrator Larry Delo answered questions about life expectancy for a new sign, noting that staff would like to get at least ten years of life before it would need to be refurbished. He explained that the current sign was built in a such a unique and proprietary manner that it is very difficult to refurbish.

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

14. Resolution #24-55 Authorizing Brown County Intergovernmental 2024-2025 Property Tax Bill Agreement (Tax Bill Preparation, with Mailing Option).

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

15. Resolution #24-56 Approving Proposal and Agreement with Finance System of Green Bay, Inc.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

16. Appointment by Mayor Boyd to the Board of Park Commissioners (teen advisor position).

Resident James Lyga was appointed to the teen advisor position.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

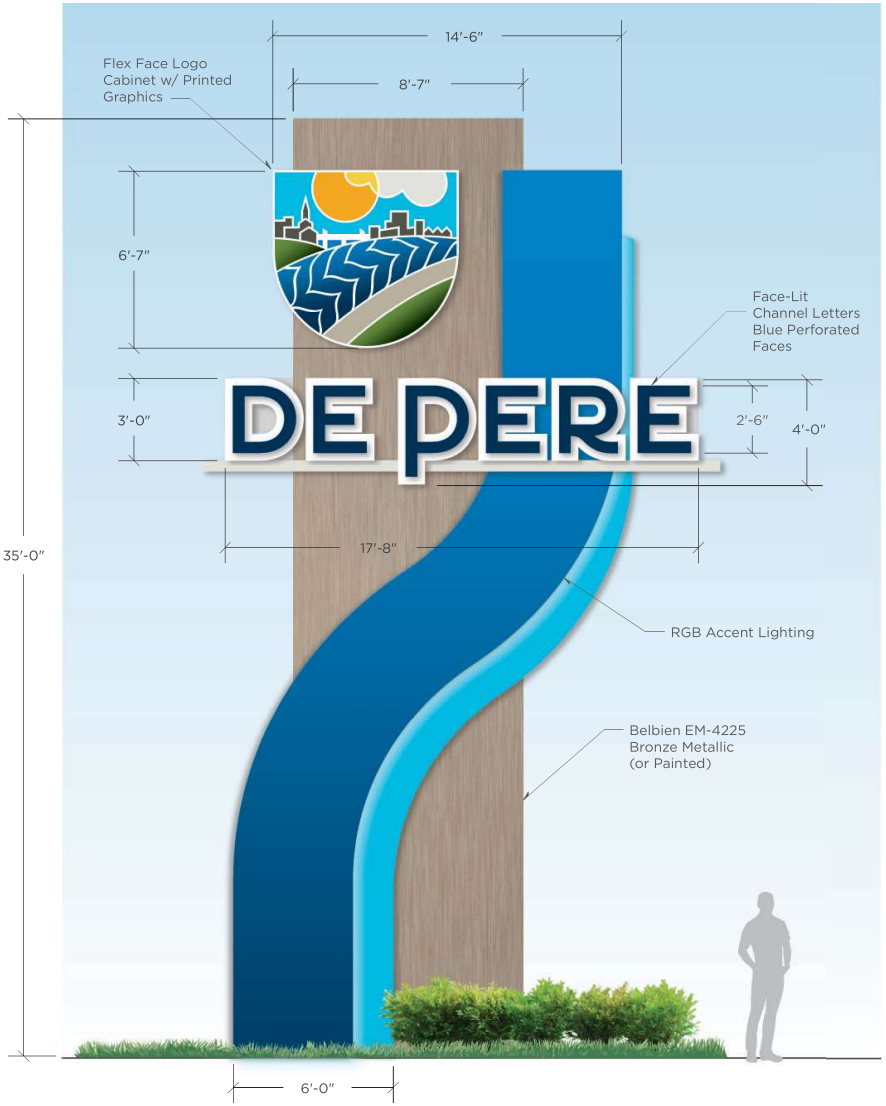
17. Future agenda items.

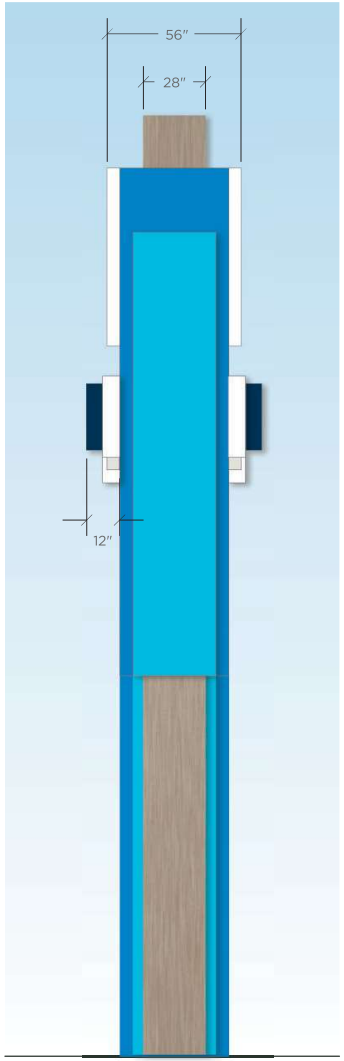
Alderperson Hansen asked if the City could consider following the Village of Ashwaubenon's policy for the purchase of street trees. In their program, residents only pay $100, and the village subsidizes the rest. City Administrator Larry Delo said this will be referred to Parks Director Marty Kosobucki for possible Board of Park Commissioners consideration.

18. Adjournment.

Alderperson Ledvina moved, seconded by Alderperson Carpenter to adjourn the meeting at 7:49 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk





SIDE VIEW

NIGHT VIEW

OPTION A

New Pylon Sign Design
-Reuse Existing Foundation & Main Support Pole

elevate97
800-514-1119 | ELEVATE97.COM

CLIENT: CITY OF DEPERE
ADDRESS: HWY 41 Pylon Location
DATE: August 1, 2024
SCALE: 1/4" = 1'-0"
AE: Tom Knigge
DESIGNER: RE
PAGE - 1

DESIGN #: 13240
JOB # -

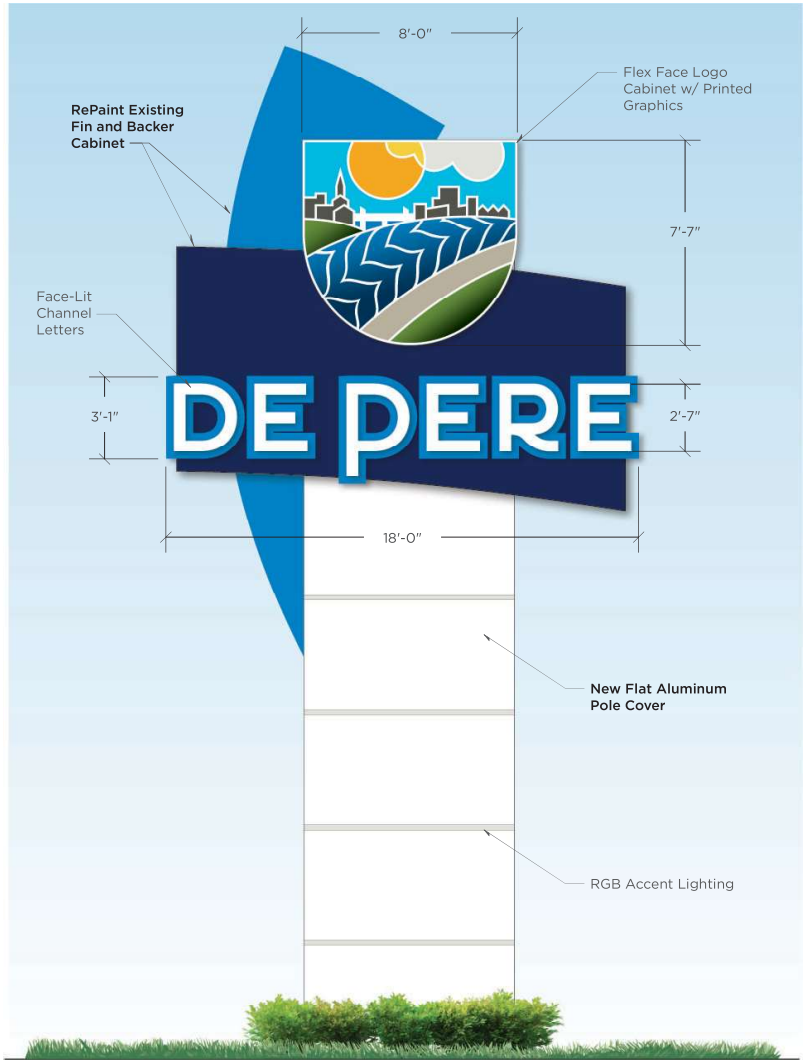
REVISION # 5
REVISED DATE: 11/4/24

☑ CONCEPTUAL ☐ FINAL

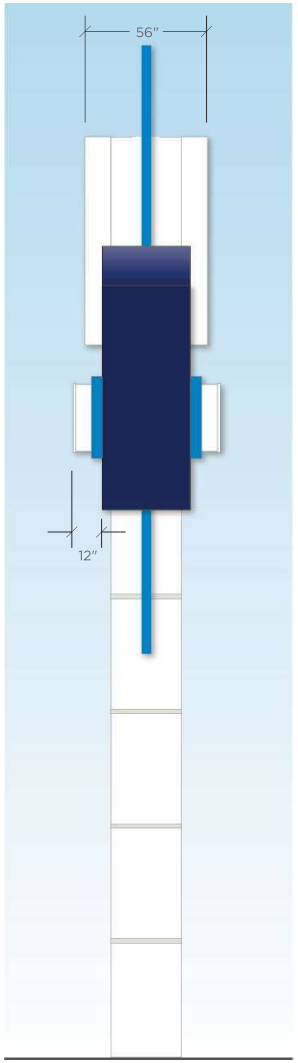
☐ FIELD SURVEY / MEASUREMENTS REQUIRED
☐ ELECTRONIC FILE OF LOGO REQUIRED
☐ COLORS TO BE DETERMINED

WWW.ELEVATE97.COM | ALL CONCEPTS ARE PROPERTY OF ELEVATE97 | © 2022 ELEVATE97
WITH APPROVAL OF THIS DESIGN I HEREBY GIVE ELEVATE 97 PERMISSION TO BEGIN PRODUCTION ON THE SIGNAGE ILLUSTRATED. I AGREE THAT ALL SPECIFICATIONS, SPELLING, COLORS AND ELEVATIONS LISTED ARE CORRECT AND APPROVED. ANY CHANGES MADE AFTER PRODUCTION HAS STARTED WILL RESULT IN ADDITIONAL CHARGES

CLIENT APPROVAL - DATE -



CONCEPT TO REFURBISH EXISTING



SIDE VIEW

NIGHT VIEW

OPTION B

Refurbish Existing Pylon
-See Call-outs and Proposal Details.

elevate97
800-514-1119 | ELEVATE97.COM

CLIENT: CITY OF DEPERE
ADDRESS: HWY 41 Pylon Location
DATE: August 1, 2024
SCALE: 1/4" = 1'-0"
AE: Tom Knigge
DESIGNER: RE
PAGE - 2

DESIGN #: 13240
JOB # -

REVISION # 5
REVISED DATE: 11/4/24

☑ CONCEPTUAL ☐ FINAL

☐ FIELD SURVEY / MEASUREMENTS REQUIRED
☐ ELECTRONIC FILE OF LOGO REQUIRED
☐ COLORS TO BE DETERMINED

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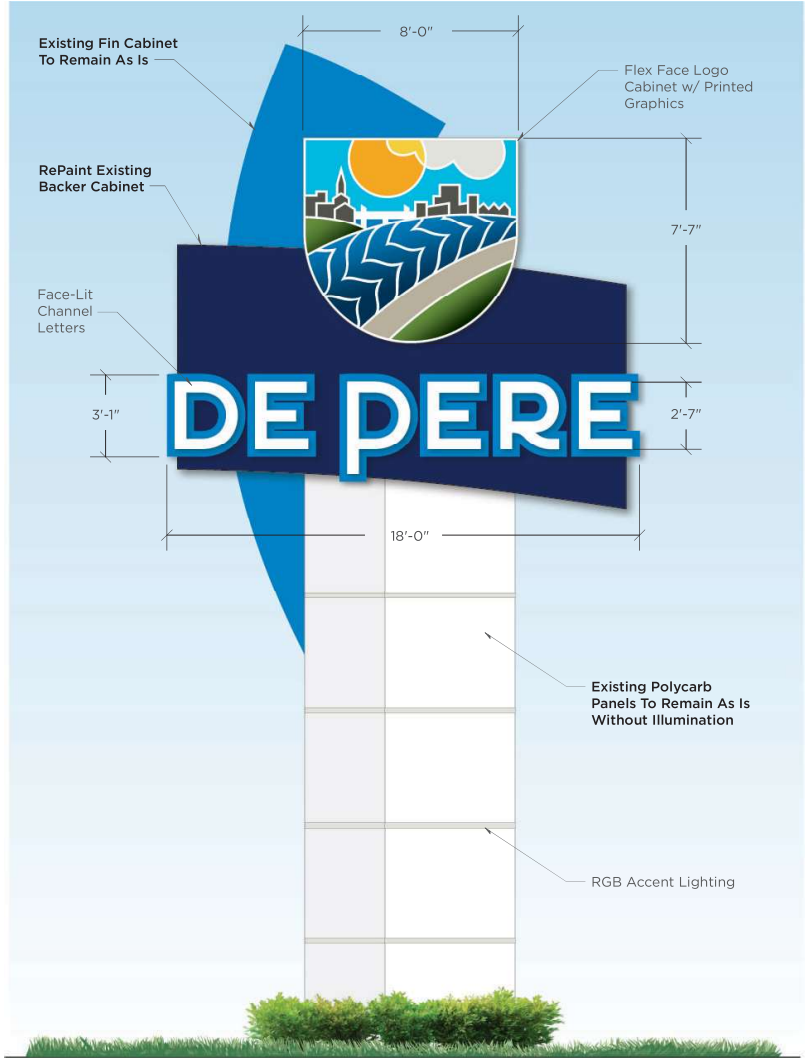
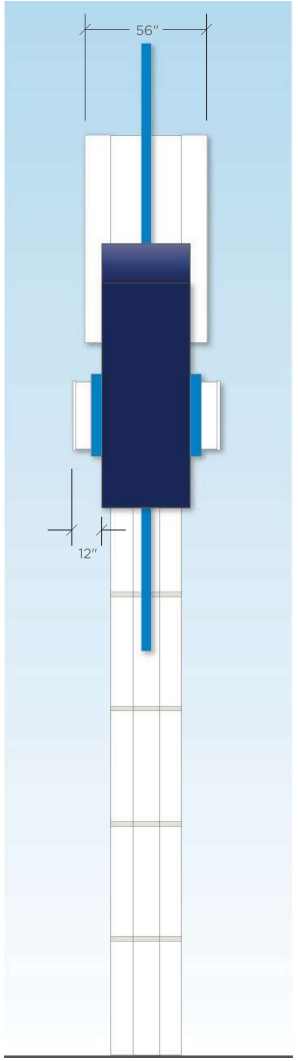
WITH APPROVAL OF THIS DESIGN I HEREBY GIVE ELEVATE 97 PERMISSION TO BEGIN PRODUCTION ON THE SIGNAGE ILLUSTRATED. I AGREE THAT ALL SPECIFICATIONS, SPELLING, COLORS AND ELEVATIONS LISTED ARE CORRECT AND APPROVED. ANY CHANGES MADE AFTER PRODUCTION HAS STARTED WILL RESULT IN ADDITIONAL CHARGES

CLIENT APPROVAL - DATE -



CONCEPT TO REFURBISH EXISTING



SIDE VIEW

NIGHT VIEW

OPTION C

Refurbish Existing Pylon
-See Call-outs and Proposal Details.

elevate97
800-514-1119 | ELEVATE97.COM

CLIENT: CITY OF DEPERE
ADDRESS: HWY 41 Pylon Location
DATE: August 1, 2024
SCALE: 1/4" = 1'-0"
AE: Tom Knigge
DESIGNER: RE
PAGE - 3

DESIGN #: 13240
JOB # -

REVISION # 5
REVISED DATE: 11/4/24

☑ CONCEPTUAL ☐ FINAL

☐ FIELD SURVEY / MEASUREMENTS REQUIRED
☐ ELECTRONIC FILE OF LOGO REQUIRED
☐ COLORS TO BE DETERMINED

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CLIENT APPROVAL - DATE -

PERE

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**Economic Development**
FROM:	**Quasan Shaw**
SUBJECT:	**Recommendation from Finance/Personnel Committee to Increase sale price for City-owned Property in Business Parks.**

On November 12, 2024 the Finance/Personnel Committee unanimously recommended approval by a vote of 5-0.

ATTACHMENTS:

- Memo to FPC -11072024 City owned parcel price increase in business parks (PDF)

CITY OF DE PERE
MEMO

To: James Boyd, Mayor
Finance/Personnel Committee Members
From: Quasan Shaw, Community and Economic Development Specialist
Date: November 6, 2024

RE: **Consideration and possible action to increase sale price for City-owned property in business parks. ***

Summary
Development Services De Pere continues to experience an increase in inquiries from businesses and developers interested in expanding or locating in De Pere. The City of De Pere has also witnessed that our business park land asking price per acre is lower than the private sale value of the land. That is a strategic tool used by the City to encourage development in the TIDs. However, as more developers are requesting Site Assembly Grants, the TID is potentially losing a portion of the "paper value" of the property. If the developer also requests a project cost reimbursement grant, the TID could be inadvertently supporting the project with more cash-grant assistance. Finally, the City recently purchased land for approximately $45,000 acre for unimproved future business park property.

As a result, Development Services completed a review of the City-owned parcels located in our East and West Business Parks to determine if a price increase is warranted due to increased visibility, new roads, and the pending impact of the Southern Bridge Connector project.

After consultation with our appraisal consultant, the following parcels were recommended for a price increase.

Increase to $50,000

- WD-1620
- WD-1621
- WD-1623
- WD-1624
- WD-1625
- WD-1626
- WD-L492-B
- WD-L492-B-5*
- WD-D0077
- WD-L179-3
- ED-2384
- ED-2314*
- ED-2311*
- ED-2315*
- Future West Property

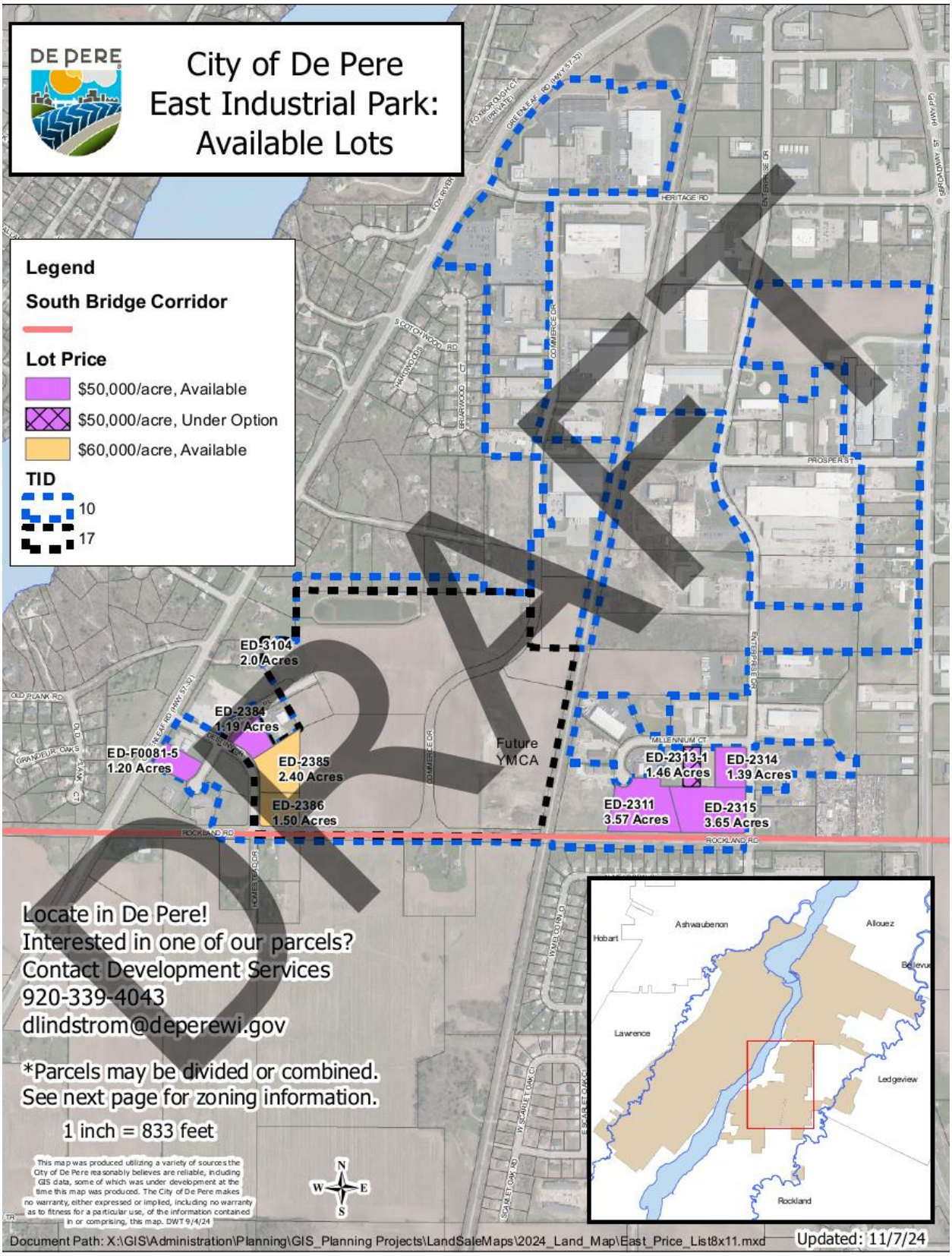
Increase to $60,000

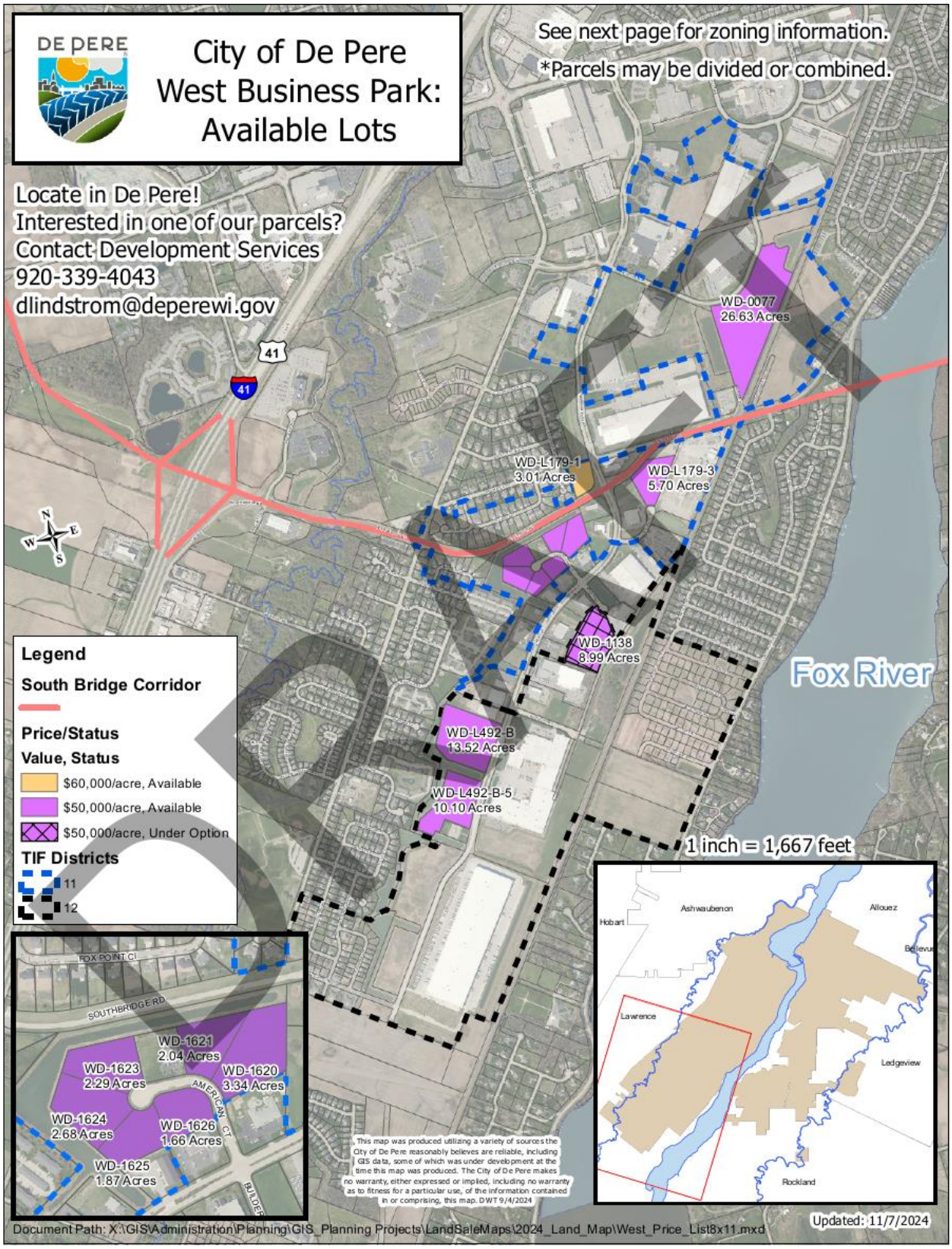
- WD-L179-1
- ED-F0081-5
- ED-2385
- ED-2386
- ED-2387**
- ED-2388**

***** Proposed price increase only if the current interested parties do not submit for a project
**Development Services and Fire Department staff are working together to identify sites for future station locations.

Staff Recommendation

Recommend approval of the price increase for parcels in the East and West Business Parks and forward the recommendation to the Common Council for approval.




DE PERE
City of De Pere
West Business Park:
Available Lots
See next page for zoning information.
*Parcels may be divided or combined.
Locate in De Pere!
Interested in one of our parcels?
Contact Development Services
920-339-4043
dlindstrom@deperewi.gov
41
WD-0077
26.63 Acres
WD-L179-1
3.01 Acres
WD-L179-3
5.70 Acres
WD-1138
8.99 Acres
Fox River
WD-L492-B
13.52 Acres
WD-L492-B-5
10.10 Acres
1 inch = 1,667 feet
Legend
South Bridge Corridor
Price/Status
Value, Status
$60,000/acre, Available
$50,000/acre, Available
$50,000/acre, Under Option
TIF Districts
11
12
FOX POINT CI
SOUTHBRIDGE RD
WD-1621
2.04 Acres
WD-1623
2.29 Acres
WD-1620
3.34 Acres
AMERICAN CT
WD-1624
2.68 Acres
WD-1626
1.66 Acres
WD-1625
1.87 Acres
BUILDER
Ashwaubenon
Allouez
Hobart
Bellevue
Lawrence
Ledgeview
Rockland
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. DWT 9/4/2024
Updated: 11/7/2024
Document Path: X:\GIS\Administration\Planning\GIS_Planning Projects\LandSaleMaps\2024_Land_Map\West_Price_List8x11.mxd

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on a request by Tamara Jandrain to appear regarding the denial of her operator license application.**

ATTACHMENTS:

- Alcohol beverage license enforcement policy guidelines (PDF)

CITY OF DE PERE
ALCOHOL BEVERAGE LICENSES
ENFORCEMENT POLICY GUIDELINES

Intent. It is the responsibility of the License Committee ("Committee") of the De Pere Common Council to screen applications for alcohol beverage licenses within the City of De Pere ("City") and to make recommendations to the Common Council for its decision under the City's licensing authority in Chapter 125 of the Wisconsin Statutes and Chapter 7 of the De Pere Municipal Code. The Committee adopts the following guidelines in order to specify the reasons for denying, non-renewing or revoking an alcohol beverage license. If a decision is made to deny, revoke, suspend or non-renew a license, the Council is required to provide that person with a written reason for the denial. These guidelines are adopted to assist the Committee in its reviews and recommendations and the Common Council in its decision-making, to meet that requirement.

The following guidelines are established by the Committee to provide a framework for determining which persons are eligible for issuance of an alcohol beverage license (*i.e.* grounds for denial) and a framework for suspension, revocation or non-renewal. **Broad discretion is retained by both the Committee and the Common Council to consider each case on an individual basis. Deviation from the guidelines is permitted if unusual, exaggerated or mitigating circumstances exist, which may include, but are not limited to, the particular circumstances documented or the length of time that has expired since the offense.**

Alcohol beverage license holders must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunk driving laws, and assist with minimizing disturbances of the peace and maintaining the safety of the community. Individuals with a past history of negative or uncooperative contacts with police agencies should be scrutinized to determine if their past behavior is compatible with these expectations; provided, however, that the Committee and the Common Council shall not discriminate against applicants based on a prior arrest or conviction record, pursuant to Wis. Stat. §§ 111.321, 111.322, 111.335 and 125.12(1)(b), unless the arrests or convictions substantially relate to the circumstances of the licensed activity. It is with these goals in mind that these guidelines are adopted.

For purposes of these guidelines, an "alcohol beverage license," "license" or "permit" constitutes a retail license or an operator's license. Additionally, the definition of "person" is as defined in Wis. Stat. § 125.02(14). Therefore, these guidelines also apply to corporations, limited liability companies, agents, and partnerships. A corporation or limited liability company with an arrest or conviction record may be issued a license if the corporation or limited liability company has terminated its relationship with all the individuals whose actions directly contributed to the conviction. **Furthermore, to the extent Wis. Stat. Ch. 125 or De Pere Ordinances provide additional grounds for denial, suspension, revocation or non-renewal, the Committee may also rely on those provisions.**

The Common Council will only deny renewal of, suspend or revoke a current alcohol beverage license under these guidelines, or other justification provided by law, if the person committed an offense substantially related to the licensed activity within the license year period immediately preceding the year for which the person is seeking renewal or within the license year period in which suspension or revocation is sought, unless the Police Chief demonstrates that previous offenses were not considered in the approval of the current license. In the event the person is considered for non-renewal, suspension or revocation as the result of such an offense, the Committee and Common Council shall consider all offenses,

regardless of when they occurred, to determine application of these guidelines.

Additionally, with respect to a non-natural person, such person's license may be revoked, suspended or non-renewed in the event a new officer, director, member, or manager, is named and such person does not qualify under these guidelines; with the exception that a corporation or limited liability company may retain its license if it terminates its relationship with all the individuals whose actions directly contributed to the conviction. With respect to successor agents, see Wis. Stat. § 125.04(6).

Notwithstanding the above, the following violations may not be used as grounds for suspension, revocation or non-renewal of an existing license:

1. Furnishing alcohol beverages to underage persons (unless the licensee has committed more than one (1) violation within a one (1) year period, or has committed a single violation in two consecutive years); or
2. Violations punishable under Wis. Stat. § 945.03(2m), 945.04(2m) or 945.05(1m) (relating to commercial gambling and gambling devices).

A copy of these guidelines shall be provided to each person who applies for a license.

GUIDELINES

Guideline 1. If the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of any felony, unless duly pardoned, does not qualify for an alcohol beverage license. (To the extent the other guidelines reference a specific offense, this guideline shall apply if the offense constitutes a felony.)

Guideline 2. If the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of, released from incarceration in a State or Federal Prison System, or a county jail for, or released from parole or probation status, for two (2) or more offenses, **arising out of separate incidents,** within the last ten (10) years in the following subcategories, does not qualify for an alcohol beverage license:

(a) Violent crimes against the person of another, including but not limited to homicide, aggravated battery, sexual assault, injury by negligent use of a weapon, injury by negligent use of a vehicle, or injury by intoxicated use of a vehicle.

(b) Crimes involving cooperation (or lack thereof) with law enforcement officials, including but not limited to, obstructing a police officer, resisting arrest, bribery of public officers or employees, misconduct in public office, bomb scares, or acts or threats of terrorism.

(c) Manufacturing, distributing, delivering a controlled substance or a controlled substance analog; possessing with intent to manufacture, distribute or deliver, a controlled substance or a controlled substance analog.

Guideline 3. Provided the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of, released from incarceration in a State or Federal Prison System, or a county jail for, or released from parole or probation status, for two (2) or more offenses, **arising out of separate incidents,** within the last seven (7) years in the following subcategories, does not qualify for an alcohol beverage license:

(a) Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitution related offenses, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.

(b) Alcohol beverage offenses (under Wis. Stat. Ch. 125 or De Pere Ordinance Ch. 7 - excluding administrative violations such as "failure to frame license") **(furnishing alcohol beverages to underage persons shall not be used as grounds for suspension, revocation, or non-renewal of an existing license unless the licensee has committed two (2) violations within a one (1) year period, or committed a single violation in two consecutive years)**.

(c) Perjury or false swearing, wherein the offense involves an incident at a place that is or should have been licensed under Wis. Stat. Ch. 125.

(d) Possessing a controlled substance, controlled substance analog or drug paraphernalia.

(e) Operating a motor vehicle while under the influence of intoxicants or drugs.

(f) Operating a motor vehicle with a BAC in excess of .08% by weight.

(g) Open intoxicants in public places or in a motor vehicle.

Guideline 4. Provided the offenses are **substantially related to the circumstances of the licensed activity**, any person who is a habitual law offender does not qualify for an alcohol beverage license. To constitute a habitual law offender there need not have been a trial or conviction for each or any offense. What is required is that the offenses were committed, that the law has been violated, and that the fact of such violations can be shown. *See Smith v. City of Oak Creek*, 139 Wis. 2d 788 (1987). For purposes of these guidelines, a habitual offender includes, but is not limited to a person who has committed two (2) or more offenses, each a separate incident, within the immediately preceding five (5) years.

Guideline 5. Provided the offenses are **substantially related to the circumstances of the licensed activity**, a pending criminal charge for any of the following offenses may be the basis for denial, non-renewal, suspension or revocation of an alcohol beverage license:

(a) Any violation of Wis. Stat. Chapter 940, Crimes Against Life and Bodily Security.

(b) The following violations of Wis. Stat. Chapter 948: sexual assault of a child, repeated sexual assault of the same child, physical abuse of a child, sexual exploitation of a child, trafficking of a child, causing a child to view or listen to sexual activity, incest with a child, child enticement, use of a computer to facilitate a child sex crime, soliciting a child for prostitution, sexual assault of a child placed in substitute care, sexual assault of a child by school staff person or a person who works or volunteers with children.

(c) A violent crime against a child.

(d) A violation of the law of another jurisdiction that would be a violation of (a), (b), or (c) if committed in this state.

Guideline 6. In addition to the other provisions under these guidelines, pursuant to Wis. Stat § 125.12, a person's alcohol beverage license may be denied, non-renewed, suspended or revoked if the person:

(a) Keeps or maintains a disorderly or riotous, indecent or improper house.

(b) Sold or has given away alcohol beverages to known habitual drunkards.

(c) Does not possess the qualifications under Chapter 125 of the Wisconsin Statutes and Chapter 7 of the De Pere Municipal Code to hold a license.

(d) Was issued a license in conjunction with a warning letter as to any future law violations, regardless of whether the basis for the warning letter was conduct occurring earlier or outside of any of the time limits set forth in Guidelines 2, 3 and 4 above, and has committed a law violation subsequent to the issuance of the warning letter.

Guideline 7. Any person who materially falsifies an application for an alcohol beverage license will not be eligible to re-apply for an alcohol beverage license for a period of twelve (12) months from the **date of denial** of such application. The Committee within its review and recommendation process and the Common Council may waive the provisions of this paragraph, allow the applicant to submit a corrected application, with the appropriate fee, and grant an alcohol beverage license to the person, if it appears to the Common Council that any falsifications on the application were the result of inadvertence, excusable neglect or mistake.

Guideline 8. In the event that any person's alcohol beverage license is denied, non-renewed, suspended or revoked based upon the person's conviction record, the person shall be allowed the opportunity to show evidence of rehabilitation and fitness to engage in the licensed activity. If the person shows competent evidence of sufficient rehabilitation and fitness to perform the licensed activity, the Committee may not refuse to license the person or bar or terminate the person from licensing based on that conviction record unless the conviction is for an exempt offense under Wis. Stat. § 111.335(4). Competent evidence of sufficient rehabilitation and fitness to perform the licensed activity may be established by the production of any of the following:

(a) The person's most recent certified copy of a federal department of defense form DD-214 showing the person's honorable discharge, or separation under honorable conditions, from the U.S. armed forces for military service rendered following conviction for any offense that would otherwise disqualify the person from the license sought, except that the discharge form is not competent evidence of sufficient rehabilitation and fitness to perform the licensed activity if the person was convicted of any misdemeanor or felony subsequent to the date of the honorable discharge or separation from military service.

(b) A copy of the local, state, or federal release document; and either a copy of the relevant department of corrections document showing completion of probation, extended supervision, or parole; or other evidence that at least one year has elapsed since release from any local, state, or federal correctional institution without subsequent conviction of a crime along with evidence showing compliance with all terms and conditions of probation, extended supervision, or parole.

(c) In addition to the above documentary evidence, the Committee will consider any of the following evidence presented by the individual:
   i. Evidence of the nature and seriousness of any offense of which he or she was convicted.
   ii. Evidence of all circumstances relative to the offense, including mitigating circumstances or social conditions surrounding the commission of the offense.
   iii. The age of the person at the time the offense was committed.
   iv. The length of time that has elapsed since the offense was committed.
   v. Letters of reference by individuals who have been in contact with the person since the person's release from any local, state, or federal correctional institution.
   vi. All other relevant evidence of rehabilitation and present fitness presented.

Severability. If any section, subsection, sentence or phrase of this Policy is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such

decision shall not affect the validity of any other section, subsection, sentence, clause or phrase.

Conflict. Any impermissible conflict between Wis. Stat. Ch. 125, Ch. 7 of the De Pere Municipal Code and this policy shall be decided on the order of precedence which shall be the order listed in this sentence.

This policy will go into effect on the 3rd day of March, 2020.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on an application for Change of Agent for St. Norbert College, Inc., 100 Grant St.**

The Police Department conducts background checks twice a month for all applications received during the previous two weeks. Due to the timing of this practice, results have not been received as of the agenda publication deadline. Please note that a newly appointed successor agent can act in that capacity until approved or disapproved.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #24-98 Authorizing Long-Term Advance to Water Utility Fund from Wastewater and General Funds.**

As of December 31, 2023, the Water Utility had a negative fund balance of $5,197,689. The City recognizes this deficit, and as discussed at the October 9th, 2024 Budget Study Session, a plan for a long-term advance to the Water Utility was discussed. A long-term advance of $3,200,000 will come from the Wastewater Utility (Fund 201). The Water Utility will repay the Wastewater Utility $320,000 annually from 2025-2034. A long-term advance of $2,000,000 will come from the General (Fund 100). The Water Utility will repay the General Fund $200,000 principal plus 5% interest from 2025-2034.

ATTACHMENTS:

- Reso24-98 (PDF)
- Water Advance Repayment Schedules-Wastewater (PDF)
- Water Advance Repayment Schedules-General Fund (PDF)

RESOLUTION #24-98

AUTHORIZING LONG-TERM ADVANCE TO WATER UTILITY FUND
FROM WASTEWATER UTILITY AND GENERAL FUNDS

WHEREAS, as of December 31, 2023, the City's Water Utility account had a negative fund balance or deficit in the amount of $5,197,689.00; and

WHEREAS, the City recognizes this deficit and discussed a plan for a long-term advance to resolve this issue during the October 9, 2024, Budget Study Session; and

WHEREAS, it is proposed that long-term advances, funded from the City's Wastewater Utility in the amount of $3,200,000.00 and the General Fund in the amount of $2,000,000.00, be made to the Water Utility to cure this deficit; and

WHEREAS, the Water Utility will repay the Wastewater Utility $320,000.00 annually from 2025 through 2034, and will repay the General Fund $200,000.00 annually, consisting of principal, plus interest, at the rate of five percent (5%) during this same ten-year time period, pursuant to the repayment schedules attached hereto.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby authorizes and approves the following long-term advances to the Water Utility as follows:

1. $3,200,000.00 from City's Wastewater Utility (Fund 201); and
2. $2,000,000.00 from City's General Fund (Fund 100).

BE IT FURTHER RESOLVED THAT:

The Common Council hereby approves the repayment schedules attached hereto and authorizes annual payments by the Water Utility from 2025 through 2034 as follows:

1. $320,000.00 to City's Wastewater Utility Fund (Fund 201); and
2. $200,000.00, plus interest at the rate of five percent (5%), to City's General Fund (Fund 100).

BE IT FURTHER RESOLVED:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Long-Term Advance to Water From General Fund

Enter values

Advance amount	$2,000,000.00
Annual interest rate	5.00%
Period in years	10
Number of payments per year	1
Start date of loan	12/31/2024

Optional extra payments $0.00

Advance summary

Scheduled Principal payment	$200,000.00
Scheduled number of payments	10
Actual number of payments	1
Total early payments	$0.00
Total interest	$550,000.00

Lender name City of De Pere-General Fund

Payment number	Payment date	Beginning balance	Total payment	Principal	Interest	Ending balance	Cumulative interest
1	12/31/2025	$2,000,000.00	$300,000.00	$200,000.00	$100,000.00	$1,800,000.00	$100,000.00
2	12/31/2026	$1,800,000.00	$290,000.00	$200,000.00	$90,000.00	$1,600,000.00	$190,000.00
3	12/31/2027	$1,600,000.00	$280,000.00	$200,000.00	$80,000.00	$1,400,000.00	$270,000.00
4	12/31/2028	$1,400,000.00	$270,000.00	$200,000.00	$70,000.00	$1,200,000.00	$340,000.00
5	12/31/2029	$1,200,000.00	$260,000.00	$200,000.00	$60,000.00	$1,000,000.00	$400,000.00
6	12/31/2030	$1,000,000.00	$250,000.00	$200,000.00	$50,000.00	$800,000.00	$450,000.00
7	12/31/2031	$800,000.00	$240,000.00	$200,000.00	$40,000.00	$600,000.00	$490,000.00
8	12/31/2032	$600,000.00	$230,000.00	$200,000.00	$30,000.00	$400,000.00	$520,000.00

Payment number	Payment date	Beginning balance	Total payment	Principal	Interest	Ending balance	Cumulative interest
9	12/31/2033	$400,000.00	$220,000.00	$200,000.00	$20,000.00	$200,000.00	$540,000.00
10	12/31/2034	$200,000.00	$210,000.00	$200,000.00	$10,000.00	$0.00	$550,000.00

Long-Term Advance to Water From General Fund

Enter values

Advance amount	$2,000,000.00
Annual interest rate	5.00%
Period in years	10
Number of payments per year	1
Start date of loan	12/31/2024

Optional extra payments $0.00

Advance summary

Scheduled Principal payment	$200,000.00
Scheduled number of payments	10
Actual number of payments	1
Total early payments	$0.00
Total interest	$550,000.00

Lender name City of De Pere-General Fund

Payment number	Payment date	Beginning balance	Total payment	Principal	Interest	Ending balance	Cumulative interest
1	12/31/2025	$2,000,000.00	$300,000.00	$200,000.00	$100,000.00	$1,800,000.00	$100,000.00
2	12/31/2026	$1,800,000.00	$290,000.00	$200,000.00	$90,000.00	$1,600,000.00	$190,000.00
3	12/31/2027	$1,600,000.00	$280,000.00	$200,000.00	$80,000.00	$1,400,000.00	$270,000.00
4	12/31/2028	$1,400,000.00	$270,000.00	$200,000.00	$70,000.00	$1,200,000.00	$340,000.00
5	12/31/2029	$1,200,000.00	$260,000.00	$200,000.00	$60,000.00	$1,000,000.00	$400,000.00
6	12/31/2030	$1,000,000.00	$250,000.00	$200,000.00	$50,000.00	$800,000.00	$450,000.00
7	12/31/2031	$800,000.00	$240,000.00	$200,000.00	$40,000.00	$600,000.00	$490,000.00
8	12/31/2032	$600,000.00	$230,000.00	$200,000.00	$30,000.00	$400,000.00	$520,000.00

Payment number	Payment date	Beginning balance	Total payment	Principal	Interest	Ending balance	Cumulative interest
9	12/31/2033	$400,000.00	$220,000.00	$200,000.00	$20,000.00	$200,000.00	$540,000.00
10	12/31/2034	$200,000.00	$210,000.00	$200,000.00	$10,000.00	$0.00	$550,000.00

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Amy Darnick**
SUBJECT:	**Resolution #24-99 Authorizing First Amendment to Development Agreement (Amerilux Holdings, LLC - 2000 Commerce Drive; Parcel No. ED-3103).**

In a continued effort to work with Amerilux and the adjoining neighbors the City and Amerilux propose to amend the development agreement also to include the use of nearly 5,000 CY of excess clay and topsoil from the construction of the Commerce Drive in 2021/2022 for the creation of berms on the properties D-37-1-1, D-37-1-2, ED-F0080-3, and ED-F0080-1. The City did not want to pay to remove the excess fill from the road construction; thus, the City created a temporary berm adjacent to the yard waste site to be used later if necessary. The Engineering Division and Development Services Department believe this is a good use of the material and recommend including the attached proposed amendment to the original development agreement.

At the 11-12-24 Finance and Personnel Committee Meeting, it was approved to amend the development agreement to include the use of excess clay and topsoil.

ATTACHMENTS:

- Reso24-99 (PDF)
- First Amendment to DA 11.6.24 (PDF)
- Exhibit A - Development Agreement Amendment No. 1 Site Map (PDF)

RESOLUTION #24-99

AUTHORIZING FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Amerilux Holdings, LLC – 2000 Commerce Drive; Parcel No. ED-3103)

WHEREAS, the City of De Pere ("City") and Amerilux Holdings, LLC ("Amerilux") are parties to a Development Agreement Regarding Transportation and Manufacturing Facility Constrution dated August 8, 2024; and

WHEREAS, the City and Amerilux wish to amend said Agreement to allow Developer to access and remove excess fill from City-owned Parcel No. ED-3101 until December 13, 2024, pursuant to the terms and conditions of the attached First Amendment to Development Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute such First Amendment to Development Agreement (Amerilux Holdings, LLC – 2000 Commerce Drive; Parcel No. ED-3103) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 11/12/2024

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Amerilux Holdings, LLC – 2000 Commerce Drive; Parcel No. ED-3103)

WHEREAS, the City of De Pere ("City") and Amerilux Holdings, LLC ("Developer"), hereinafter "the Parties", entered into a Development Agreement Regarding Transportation and Manufacturing Facility Construction (the "Agreement"), dated August 8, 2024; and

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

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

Section III - DEVELOPER OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND COVENANTS is hereby amended to add the following section.

M. **Clay and Topsoil Use.** City agrees to allow Developer to access and remove excess fill consisting of clay and topsoil located in the southwest corner of City Parcel No. ED-3101 ("City's property") as depicted in Exhibit A, which is incorporated herein by reference. Developer may remove no more than 3,900 cubic yards of clay and no more than 1,080 cubic yards of topsoil from the piles of excess fill on City's property. Developer may only use on-road trucks on City's property and shall place a tracking pad and curb protection at the entry to City's property as identified on Exhibit A. Developer shall access the excess fill on City's property by only traveling on or over the route depicted in Exhibit A. Developer shall remove the tracking pad and restore the area within the Right-of-Way of the City's property to its previous condition or as close thereto as practicable after Developer's use.

Developer may access and remove fill and restore the property as described herein by and until no later than December 13, 2024.

Section IV - CITY OBLIGATIONS is hereby amended to add the following section.

E. **Clay and Topsoil Use**. City agrees to allow Developer to access and remove excess fill consisting of clay and topsoil located in the southwest corner of City's property as depicted in Exhibit A. Developer may remove no more than 3,900 cubic yards of clay and no more than 1,080 cubic yards of topsoil from the piles of excess fill on City's property.

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

(SIGNATURE PAGE TO FOLLOW)

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

AMERILUX HOLDINGS, LLC
By:

_____
Kurt R Voss, Authorized Member

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2024, the above
named Kurt R. Voss, known
as the person who executed the foregoing
instrument and acknowledged the same.

_____
Notary Public:
My Commission expires:_____.

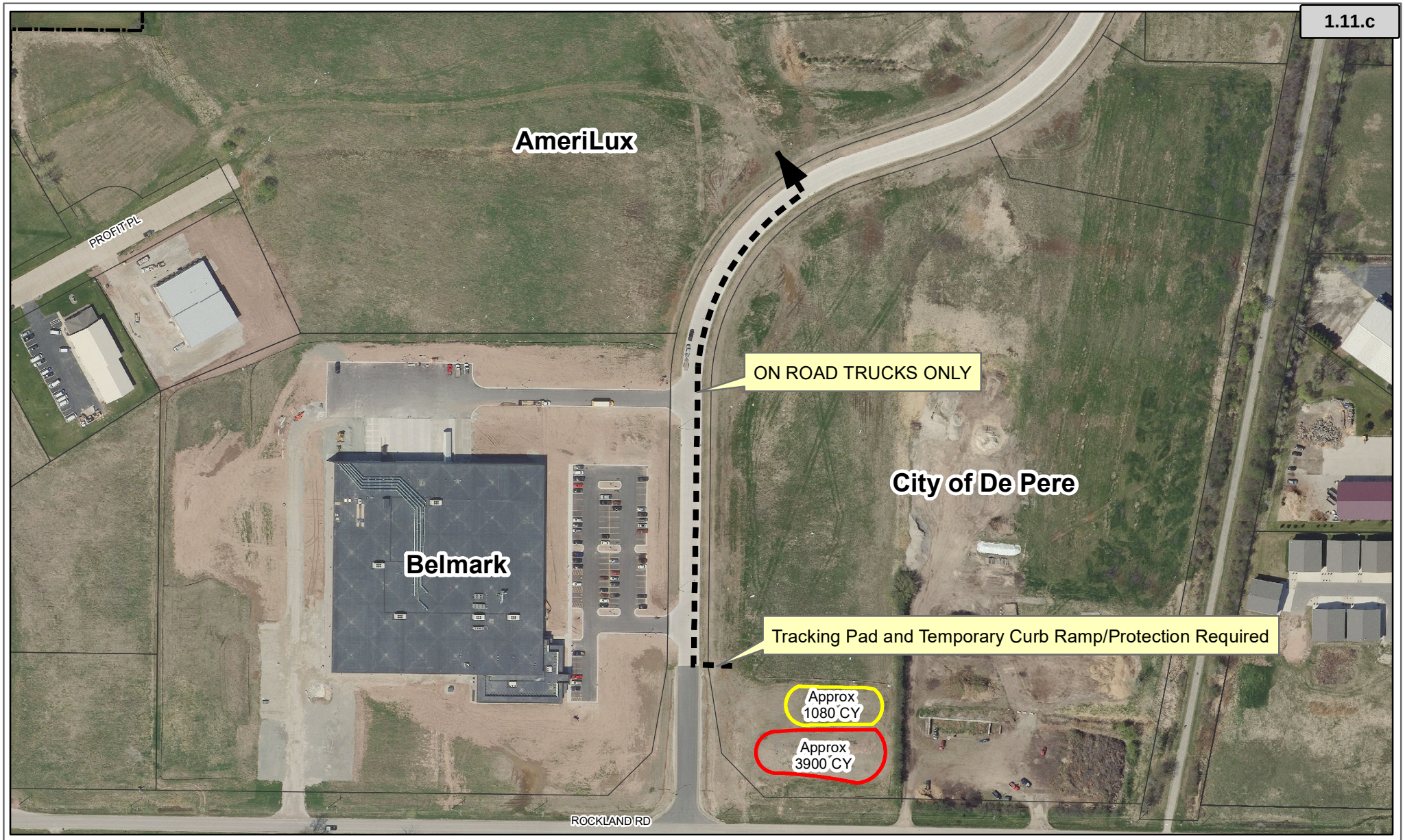
CITY OF DE PERE
By:

_____
James G. Boyd, Mayor

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2024, the above
named James G. Boyd, Mayor
known as the person who executed the
foregoing instrument and acknowledged
the same.

_____
Notary Public:
My Commission expires:_____.



DE PERE

Exhibit A: Development Agreement Amendment No. 1 Site Map

City of De Pere

Approx Location of Clay

Approx Location of Topsoil

0 0.0175 0.035 0.07 0.105 0.14 Miles

N S

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Resolution #24-100 Approving School of Nursing Practicum Site Agreement with Rasmussen College, LLC.**

ATTACHMENTS:

- Reso24-100 (PDF)
- CC Memo_ Affiliation Agreement between Rasmussen College & De Pere Health Department (PDF)
- DEP-14366 Rasmussen - DePere Public Health.final (PDF)

RESOLUTION #24-100

APPROVING SCHOOL OF NURSING PRACTICUM SITE
AGREEMENT WITH RASMUSSEN COLLEGE, LLC

WHEREAS, the City's Health Department is interested in partnering with Rasmussen College, LLC ("Rasmussen") for the provision of learning and practical clinical education experiences for Rasmussen's School of Nursing programs; and

WHEREAS, pursuant to the attached affiliation agreement, experiences completed under this educational program would be of mutual benefit to both the student and the City;

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

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute the attached School of Nursing Practicum Site Agreement Between the De Pere Health Department and Rasmussen College, LLC, subject to such changes as deemed necessary by the City Attorney, as well as any subsequent extensions thereof, provided the provisions are substantively similar.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: ____
Nays: ____
Board/Committee Approval: 11/11/2024

CITY OF DE PERE

MEMO

Meeting Date: 11/19/2024
Department: Health
From: Chrystal Woller BSN, RN, MBA

Re: Recommendation from the Board of Health to approve an Affiliation Agreement between Rasmussen College & De Pere Health Department

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The De Pere Health Department is interested in hosting students from Rasmussen College. This signed agreement would allow the student to complete their academic requirement for a field placement experience. Academic projects completed for this rotation would be mutually beneficial for both the student and the De Pere Health Department. This agreement was reviewed by the City of De Pere Legal Department and approved at the 11/11/24 Board of Health meeting.

SCHOOL OF NURSING PRACTICUM SITE AGREEMENT

This Practicum Site Agreement ("Agreement") is entered into as of October 25, 2024 ("Effective Date") by and between Rasmussen College, LLC, a Delaware limited liability company ("Rasmussen") and DePere Public Health ("Facility").

WHEREAS, Rasmussen and Facility desire to provide learning opportunities for students of Rasmussen's School of Nursing programs ("Program"); and

WHEREAS, the parties desire to cooperate to provide facilities for on-site training of students in the Program ("Students") that is an extension of Students' classroom experience.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. **Facilities and Program.** Facility agrees to provide a practicum/clinical site to permit Students to receive training and perform services at Facility under the supervision of Facility and Rasmussen. Facility and Rasmussen will agree on the numbers of Students who will participate, the duration of the experience for each Student or group of Students, and the nature of the training to be provided.

2. **Term and Termination.**
   a. This Agreement will commence on the Effective Date and continue for one (1) year. Thereafter, this Agreement will renew automatically for successive one-(1-) year terms unless terminated by written notice of either party at least thirty (30) days prior to the end of any term.
   b. This Agreement may be terminated for cause by either party after providing thirty (30) days written notice to the party in breach, subject to the breaching party's right to cure the breach within such thirty (30) day period. If the breaching party fails to cure or correct the breach within thirty (30) days after receipt of written notice, the non-breaching party shall have the right to immediately terminate the Agreement.
   c. In the event of any termination of this Agreement, Facility shall allow Students to complete their training cycle, to the extent they were scheduled to begin on or before the termination date.

3. **Facility's Obligations.** Facility agrees to:
   a. Provide qualified professionals to supervise Students during their training experiences;
   b. Maintain the standards which make Facility eligible for approval as a practical environment for Student instruction;
   c. Provide an orientation for Students and faculty assigned to Facility regarding Facility's policies and procedures;
   d. Inform Students and Rasmussen of Students' professional growth and clinical competence, including informal feedback and end-of-rotation evaluations;

e. Retain overall responsibility for the quality of patient care;

f. Adhere to Rasmussen's policy to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by applicable laws and regulations; and

g. Secure and maintain in confidence all files and personally identifiable information of students Facility encounters under this Agreement, whether or not they participate in a clinical experience. Use of such files and information must be limited by Facility to carrying out its duties under this Agreement. Access to such files and information must be limited to employees that need to know and agree to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to Rasmussen. For the purpose of this Agreement, pursuant to FERPA, specifically 34 C.F.R. § 99.31(a)(1)(i)(A), Rasmussen hereby designates Facility as a school official with a legitimate educational interest in the educational records of Students who participate in educational rotations at Facility to the extent that access to the records is required by Facility to carry out its responsibilities under this Agreement. Upon Rasmussen's request, Facility will promptly destroy or return to Rasmussen all student files and personally identifiable information described in this section.

4. **Rasmussen's Obligations.** Rasmussen agrees to:

a. Designate a faculty member to work with the designated representative of the Facility to coordinate Student clinical rotations;

b. Select Students for clinical rotations who have successfully completed all necessary prerequisite courses and requirements, and designate qualified members of its faculty to oversee and instruct Students during placement;

c. Provide Facility with a list of Students who will be participating in clinical rotations at Facility;

d. Ensure that Students are familiar with their responsibilities while participating in clinical rotations, including their obligation to comply with all policies and procedures of Facility;

e. Advise Students that they are required to:

i. Respect the confidentiality of Facility's patients and their records in accordance with Rasmussen's and Facility's guidelines and applicable law;

ii. Comply with all policies of Rasmussen and Facility;

iii. Meet health standards as required by Rasmussen and Facility; and

iv. Submit to a drug test and/or background check if required by Facility and/or state law; and

f. Be responsible for the cost of equipment owned by Facility that is broken or damaged as a result of the willful acts of Students.

5. **Removal of Students from Practicum Site.** Facility will have the right to require Rasmussen to remove any Student or faculty member from a practicum site if that Student or faculty member in any way violates, contravenes, ignores, neglects, abuses, or otherwise

disregards the accepted standards of Facility. Such a decision to request removal of a Student or faculty member from the practicum site is in the sole discretion of the Facility and will not be subject to consideration or reconsideration by any other person or entity.

6. **Scheduling.** Rasmussen will plan and schedule the days and hours that Students enrolled in the Program will use Facility for practicum experiences, with consent and approval of Facility.

7. **Areas of Training and Experiences.** Students will receive training and practice at Facility designed to provide Students with opportunities to interact with clients and gain competency performing required skills. Facility will take reasonable care to ensure that Student s are not allowed to perform any function within the Facility for which they are not qualified or appropriately licensed.

8. **Confidentiality/HIPAA.**
   a. Rasmussen and its Students will respect the confidential nature of all patient information, as well as other Facility records, in accordance with applicable federal, state, and local laws and regulations regarding the confidentiality of patient information and proprietary information.
   b. Solely for the purposes of defining the Students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, Rasmussen Students and faculty engaged in activities pursuant to this Agreement are members of the Facility's workforce, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Rasmussen Students and faculty are not and will not be construed to be employees of the Facility.
   c. Rasmussen will cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, making its Students and faculty available for Facility's training in its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, Rasmussen will instruct its Students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.

9. **Emergency Medical Care and Infectious Disease Exposure.**
   a. Any emergency medical care available at Facility will be available to Rasmussen faculty and Students who becomes injured or ill while at Facility. Rasmussen faculty and Students will be responsible for payment of charges attributable to their individual emergency medical care.
   b. For Rasmussen Students, employees, and agents exposed to an infectious disease at Facility, Facility will follow the same policies and procedures which Facility follows for its employees, and the potentially infected individual must immediately report the information to Rasmussen and Facility. Any hospital or medical costs arising from the exposure will be the sole responsibility of the Rasmussen Student, employee, or agent who receives the treatment and not the responsibility of Facility.

10. **No Compensation.** The parties agree that because clinical rotations are for the benefit of Students. and Facility derives no immediate advantage from the activities of Students, Students will not be paid any compensation or receive any benefits from Facility. Facility represents that (i) no employee is being displaced by a Student; (ii) clinical rotations are not being used as a "trial period" for future employment for any Student; and (iii) clinical rotations are not being used to augment Facility's workforce. Rasmussen and Facility each will bear its own costs associated with this Agreement, and no payment is required by either party to the other.

11. **Insurance.**
    a. Rasmussen will maintain and/or cause its Students to maintain public liability insurance covering them, with limits of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate per policy year, and professional liability insurance covering them, with limits of One Million Dollars ($1,000.000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate per policy year, against any claims arising from any act or omission of any Student while participating in practicum experiences at Facility. Rasmussen shall name the City of De Pere as an additional insured on Rasmussen's public liability insurance policy, and the terms of such coverage shall coincide with the term of this Agreement.

    b. Facility will maintain professional liability insurance for it and its staff, agents, and employees with minimum limits of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate and general liability insurance with minimum limits of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate.
    c. Upon request, each party agrees to furnish to the other a certificate of insurance.
    d. Each party agrees to inform the other of any revocation, reduction, or material change in any insurance required under this clause.

12. **Indemnification.** Each party agrees to be fully responsible for, and agrees to indemnify, defend, and hold harmless the other party, from and against all claims, losses, liabilities, damages, injuries, or expenses (including reasonable attorney's fees) resulting from or arising in connection with any breach by the indemnifying party, its employees, or agents of its obligations under this Agreement or any claim made by a third party based upon the negligent or willful act or omission by the indemnifying party, its employees, or agents in connection with the indemnifying party's obligations and activities under this Agreement. This indemnification provision will survive termination of this Agreement.

13. **General Terms.**
    a. Relationship of the Parties. The parties understand and agree that Facility is merely providing the facilities and supervision for training for Students and that in doing so, there is not created thereby any agency relationship between Rasmussen, its Students or faculty and Facility, nor is there any such agency, employment, or other supervisor-subordinate relationship established between Facility, its agents, and the Students. Rasmussen will be solely liable for the actions of its Students and employees.

b. Publication of Facility Name and Address. Facility grants Rasmussen and its affiliates the right to include Facility's name and address in its published and online list of practicum sites.

c. Entire Agreement. This Agreement contains the full and entire Agreement and understanding between the parties as to the subject matter contained herein and expressly supersedes all prior oral and written communications regarding the subject matter hereof.

d. Amendment. Any amendment or modification to this Agreement will bein writing and signed by authorized officers of each party.

e. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided, however, that either party may assign this Agreement in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates. This Agreement will be binding upon and inure to the benefit of any successors of the parties. Any such successors of the parties will bedeemed substituted for the predecessor under the terms of this Agreement for all purposes.

f. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed a duplicate original, but all of which together will constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic signature, and any such signature will have the same force and effect as execution of an original.

g. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach hereof.

h. Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Wisconsin without giving effect to that State's choice of law principles.

14. Notice. Any notices required hereunder will be in writing and will be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at the addresses below or to such other addresses of which a party will have notified the other in accordance with the provisions of this Section.

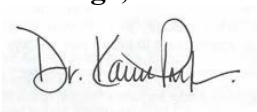
If to Rasmussen: Rasmussen College, LLC
Attn: Legal Department
303 West 3rd Avenue
Ranson, West Virginia 25438

With a copy to: contracts@rasmussen.edu

If to Facility: DePere Public Health
Attn: Crystal Woller
335 S. Broadway
DePere, Wisconsin 54115

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

Rasmussen College, LLC



By: _____
Name: Karin Polifko, PhD, RN, CNE, NEA-BC
Title: Vice President and Associate Chief Academic Officer, Nursing
Date: October 25, 2024

DePere Public Health

By:_____
Name:
Title:
Date:

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Resolution #24-101 Approving Affiliation Agreement with Grand Canyon University.**

ATTACHMENTS:

- Reso24-101 (PDF)
- CC Memo_ Affiliation Agreement between Grand Canyon University & De Pere Health Department (PDF)
- AA - De Pere Health Department - WI (PDF)

RESOLUTION #24-101

APPROVING AFFILIATION AGREEMENT WITH GRAND CANYON UNIVERSITY

WHEREAS, the City's Health Department is interested in partnering with the University's College of Nursing and Health Care Professions at Grand Canyon University for the provision of clinical and field placement education experiences for students to fulfill their learning objectives and curriculum requirements as a part of the education program and standards of instruction; and

WHEREAS, under the attached Affiliation Agreement, participation in the field experience program would be of mutual benefit to the nursing student and the City;

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

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute the attached Affiliation Agreement between Grand Canyon University and the De Pere Health Department for Field Experience Program, subject to such changes as deemed necessary by the City Attorney, as well as any subsequent renewals or extensions thereof, provided the provisions are substantively similar.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____

James G. Boyd, Mayor

ATTEST:

_____

Carey E. Danen, City Clerk

Ayes: ____
Nays: ____
Board/Committee Approval: 11/11/2024

CITY OF DE PERE

MEMO

Meeting Date: 11/19/2024
Department: Health
From: Chrystal Woller BSN, RN, MBA

Re: Recommendation from the Board of Health to approve an Affiliation Agreement between Grand Canyon University & De Pere Health Department

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The De Pere Health Department is interested in hosting a nursing student from Grand Canyon University for the 2025 Spring semester. This signed agreement would allow the student to complete their academic requirement for a field placement experience. Academic projects completed for this rotation would be mutually beneficial for both the student and the De Pere Health Department. This agreement was reviewed by the City of De Pere Legal Department and approved at the 11/11/24 Board of Health meeting.

AFFILIATION AGREEMENT

Between

GRAND CANYON UNIVERSITY

and

DE PERE HEALTH DEPARTMENT

For

FIELD EXPERIENCE PROGRAM

THIS AFFILIATION AGREEMENT ("AGREEMENT") is entered into by and between UNIVERSITY'S COLLEGE OF NURSING AND HEALTH CARE PROFESSIONS at GRAND CANYON UNIVERSITY, with its principal place of business located at 3300 West Camelback Road Phoenix, AZ 85017 (hereinafter referred to as "UNIVERSITY") and the affiliated site identified in the Key Informational Terms below (hereinafter referred to as "AFFILIATE"). The Affiliate and University agree as follows:

KEY INFORMATIONAL TERMS

A. University's Name.
Grand Canyon University

B. University's Notice Address.
3300 W. Camelback Rd.
Phoenix, AZ 85017
Attn: CONHCP-OFE

C. Programs Covered by Agreement.
College of Nursing & Health Care Programs
- See Exhibit A

D. Affiliate Name.
De Pere Health Department

E. Affiliate's Notice Address.
335 South Broadway
De Pere WI 54115
Attn:

WHEREAS, AFFILIATE wishes to share its facilities with the UNIVERSITY in the preparation of students by making its resources available to the faculty from the UNIVERSITY for the instruction of students.

WHEREAS, the UNIVERSITY and AFFILIATE share the common objective of: (1) developing and maintaining high quality services through which progressive learning experiences can be provided, and (2) increasing interaction between the academic faculty and field site staff for the best utilization of available teaching facilities and expertise.

NOW, THEREFORE, for and in consideration of the foregoing objectives and in further consideration of the covenants and promises hereinafter set forth, the parties hereto mutually agree as follows:

SECTION A

RESPONSIBILITIES OF THE UNIVERSITY

1. Administrative Personnel and Faculty. The UNIVERSITY, without cost to AFFILIATE, shall provide an administrative framework and a teaching faculty for the UNIVERSITY, adequate in number, qualifications and competence to develop and carry forward its courses. The UNIVERSITY shall be responsible for planning and implementing the field experience by the selection, counseling and evaluation of the students. All students will have online classroom supervision by UNIVERSITY faculty. Students from the UNIVERSITY will participate in the field experience program at AFFILIATE with the supervision of AFFILIATE or UNIVERSITY preceptors, mutually determined by both parties.

2. Standards of Education. The UNIVERSITY shall retain ultimate responsibility for the education program and maintenance of the standards of instruction. The program and standards provided will be of a form and type sufficient to meet the requirements for university credits and accreditation, as well as the requirements for the applicable State Board of Nursing and regulatory bodies. UNIVERSITY shall provide for continuous planning for students in cooperation with appropriate nursing staff of the AFFILIATE**.** The UNIVERSITY shall be responsible for notifying AFFILIATE of any loss or reduction of accreditation, licensing and credentials of the UNIVERSITY, its personnel and/or students.

3. Variance (Incident) Reports. Student errors must be documented, utilizing the Variance or Incident Report form used by the AFFILIATE, and processed according to AFFILIATE's policy/procedure.

4. Responsibility and Provision for Students. Subject to AFFILIATE's overall supervisory responsibility for client services, the tuition, welfare, control, discipline and activities of all students shall be the responsibility of the UNIVERSITY and it will make uniform and adequate provisions therefore in accordance with UNIVERSITY policies.

5. Health Insurance. The student is responsible for providing his or her own health insurance. In the event of an emergency, AFFILIATE will provide such emergency care as is provided its employees. The student will be responsible for any charge thus generated.

6. Health or Onboarding Requirements. AFFILIATE agrees to provide UNIVERSITY with all Health or Onboarding Requirements prior to execution of the agreement. If no record is provided upon execution of the agreement, the students will be cleared on UNIVERSITY's standard Health Requirements.

7. Policies, Rules, and Regulations. UNIVERSITY shall instruct each student that he/she shall follow all administrative policies, standards and practices of AFFILIATE while participating in the field experience to the extent that AFFILIATE's rules and regulations do not contradict UNIVERSITY'S rules and regulations.

8. Performance Evaluation. The UNIVERSITY shall provide AFFILIATE with a performance evaluation tool to be completed for each student by AFFILIATE, as applicable.

SECTION B

RESPONSIBILITIES OF AFFILIATE

9. Coordination of Field Experience. AFFILIATE, without cost to the UNIVERSITY will provide a contact whose responsibility will be: (i) to coordinate the field experience of all participating programs of Nursing and Health Care Professions, (ii) make provisions for adequate orientation of the faculty and students of the UNIVERSITY of AFFILIATE's philosophies, rules, regulations, policies, programs, facilities and proper channels or communication, (iii) make provision for adequate exchange of information between the UNIVERSITY faculty and AFFILIATE STAFF, (iv) AFFILIATE shall participate in the evaluation of student performances at least once in each field experience if applicable, and (v) interpret change in AFFILIATE's policies and programs.

10. Patient interaction. AFFILIATE understands and agrees that it is responsible for developing and maintaining services to all of its patients or participants including those patients or participants involved in the AFFILIATE with students. AFFILIATE shall have the right and duty to fix, and it may alter, standards of care for patients or participants within AFFILIATE facilities and in this connection agrees to take into consideration requests and suggestions by UNIVERSITY having to do with sound teaching. And that it will provide an adequate, competent staff to be responsible for these services and that these will not be performed by the faculty and students of the UNIVERSITY. AFFILIATE shall maintain sound teaching necessary to maintain the UNIVERSITY'S accreditation, including accreditation by the applicable State's Department of Health Services.

11. The faculty and students shall have access to the designated patient or participant care/service areas and services departments of AFFILIATE during periods of actual instruction and practice courses in the field experience areas and/or have access to the individual patient or participant records of patients or participants with whom they are working as required for instructional purposes.

12. Inspection for Accreditation. AFFILIATE shall, on reasonable request, permit the inspection of facilities, records, and other items pertaining to the field experience by the UNIVERSITY or its accrediting agencies.

13. Facilities Provided by AFFILIATE. Upon request of UNIVERSITY, AFFILIATE agrees to make available to the UNIVERSITY certain facilities of AFFILIATE for use by the UNIVERSITY faculty without charge and if they are available. Students and faculty are responsible for price of meal in dining facility. The UNIVERSITY understands and agrees that the library student rules must be maintained, if applicable.

SECTION C

INSURANCE AND LIABILITY

14. Insurance. Upon request, the UNIVERSITY will provide to AFFILIATE certificates of coverage showing that the UNIVERSITY is maintaining in effect during the entire term of this Agreement, at its sole cost and expense, the following insurance types and amounts:

(a) Commercial general liability insurance on a standard comprehensive occurrence form with a minimum combined single limit of not less than $1 million and $3 million yearly aggregate.

(b) UNIVERSITY shall name the City of De Pere as an additional insured on UNIVERSITY'S general liability insurance policy, and the terms of such coverage shall coincide with the terms of this Agreement.

(c) Professional liability insurance (errors and omissions) on a claims-made basis with a limit of not less than $2 million per claim or wrongful act and $4 million yearly aggregate.

(d) The UNIVERSITY shall provide written notification to AFFILIATE at least sixty (60) days prior to cancellation, termination, non-renewal, or material alteration of any policy.

(e) Failure by the UNIVERSITY to maintain the required insurance during any period of this Agreement shall give AFFILIATE the right to terminate this Agreement and AFFILIATE shall be entitled to recover from the

UNIVERSITY all damages caused by the failure to obtain and maintain insurance as required under this Agreement.

15. Workers Compensation. The UNIVERSITY agrees that students and faculty are not employees of AFFILIATE for any purpose including workers' compensation or any other benefits under the scope of this agreement. AFFILIATE shall not be liable for any UNIVERSITY salaries or compensation whatsoever, and no UNIVERSITY personnel shall have any right or claim to any benefit or privilege as an employee or agent of AFFILIATE.

16. Indemnification. To the extent permitted by applicable law, each party does hereby covenant and agree to indemnify and hold harmless the other party, its appointed boards and commissions, officials, officers, employees, and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind and nature by reason of its acts or omissions occurring in the performance of this Agreement. Nothing in this Agreement or in its performance shall be construed to result in any person being the officer, agent, employee or servant of either party when such person, absent of this Agreement and the performance thereof, would not in law have had such status. Nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture by the parties hereto.

17. Good Faith - Attorneys' Fees and Costs. The parties desire that each raise only good faith disputes for arbitration and litigation. To discourage the bringing of such proceedings without a good faith reason, this provision is enacted. If either party fails to comply with any of the provisions of the Agreement and the other party takes action to enforce such provisions or to enforce any payment stipulated to in the Agreement the losing party will pay to the prevailing party reasonable costs and expenses, including attorneys' fees and the value of time lost by the prevailing party or any of its employees in preparation for or participating in any arbitration or litigation in connection therewith as determined by the court or arbitrator.

SECTION D

RESPONSIBILITIES OF UNIVERSITY AND AFFILIATE

18. Request for Withdrawal of Unsatisfactory Students. Upon mutual agreement, AFFILIATE reserves the right, upon consultation with the UNIVERSITY, to require the dismissal or removal from the field experience any student (i) whose personal characteristics prevent desirable relationships with AFFILIATE, (ii) whose health status is a detriment to the student's successful completion of the field experience or to the welfare of patient or participants or (iii) whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards.

19. Maintenance of Patient or Participant Services. To the extent applicable to this Agreement, UNIVERSITY agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009

(the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". UNIVERSITY further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. UNIVERSITY will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

20. FERPA. The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

21. Independent Contractor. The parties hereto mutually agree that the relationship to exist between the UNIVERSITY and AFFILIATE is not a joint venture but is an independent contractor relationship and that neither shall be the agent of the other.

22. Non-Discrimination. Both parties, in connection with any service or other activity under this Agreement, agree not to unlawfully discriminate against any person on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age, disability, political affiliations or belief. The UNIVERSITY and AFFILIATE will comply with Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act (ADA) of 1991, Title IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973. The UNIVERSITY and AFFILIATE will also comply with Executive Orders 11246 and 13672, and will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age or disability.

23. Applicable Law. This Agreement shall be governed and controlled by the substantive laws of the State of Wisconsin. Any and all disputes arising under this Agreement (including issues regarding the interpretation of any provision of this Agreement and determinations of whether any issue arising from or related to this Agreement is subject to arbitration) shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. Arbitration proceedings shall occur before a single arbitrator and take place in Brown County, Wisconsin. The outcome of such arbitration proceedings shall be binding on the parties. If a party wishes to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order, preliminary injunction or other interim equitable relief concerning the dispute, including, without limitation, provisional remedies, special action relief or stay proceedings in connection with special

action relief, either before commencing or at any point in the arbitration proceedings concerning such dispute, such party may initiate the appropriate litigation to obtain such relief, which may be subject to and controlled by the ultimate decision in the arbitration proceedings. The prevailing party in any court or arbitration proceeding shall be entitled to recovery of reasonable attorney's fees and costs.

24. Order of Precedence. In the event of any conflict between this Agreement and any MOU(s) or other agreement(s) between the parties, the terms of this Agreement shall control.

25. Force Majeure. Either University or Affiliate shall be excused from performance to the extent performance is rendered impossible by strike, fire, flood, extreme weather, disaster, act of war or terrorism, military operations, riots, insurrection or civil disorder, national or local emergency, famine, disease, epidemic or pandemics, governmental acts or orders or restrictions, failure of suppliers or any other reason where failure to perform is beyond either University's or Affiliate's reasonable control, as the case may be.

SECTION E

TERM AND TERMINATION

26. Period of Agreement. This Agreement shall be effective when signed by all parties and shall remain in effect until either party terminates the agreement. Either party may terminate this Agreement by giving at least sixty (60) days prior written notice to the other party. In the event this Agreement is terminated, any student enrolled in any of the Programs at the time of termination will be permitted to continue his or her training and complete the Programs under the terms specified in this Agreement. This Agreement contains the entire understanding of the parties and replaces all other agreements or understandings, written or verbal, which may be in effect between the parties relating to the subject matter herein.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to become effective on the date when executed by both parties.

De Pere Health Department	COLLEGE OF NURSING AND HEALTH CARE PROFESSIONS GRAND CANYON UNIVERSITY
Signature: _____	Signature: _____
Print Name: _____	Print Name: Dr. Lisa Smith
Title: _____	Title: Dean & Professor, CONHCP
Date: _____	Date: _____

EXHIBIT A

Covers the following programs:

BSN Pre-licensure

Bachelor of Science in Nursing (RN-BSN)

Master of Science in Nursing (Emphasis in Education, Leadership, Public Health, Health Informatics, Health Care Quality & Patient Safety)

Master of Public Health

Master of Science in Health Informatics

Master of Science in Health Administration (optional emphasis: Quality Improvement & Patient Safety)

Doctor of Nursing Practice

Acute Care Nurse Practitioner

Family Nurse Practitioner

MS – Dietetics and Nutrition

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Resolution #24-102 Approving Data Use Agreement between the Wisconsin Department of Health Services and the City of De Pere Health Department for emPower Program.**

ATTACHMENTS:

- Reso24-102 (PDF)
- EmPOWER Data Memo.Common Council (PDF)
- f01364a emPOWER DUA_reviewed by legal (PDF)

RESOLUTION #24-102

APPROVING DATA USE AGREEMENT BETWEEN THE WISCONSIN DEPARTMENT OF HEALTH SERVICES AND THE CITY OF DE PERE HEALTH DEPARTMENT FOR EMPOWER PROGRAM

WHEREAS, the Health and Human Services emPOWER Program allows public health officials and emergency managers the ability to identify electricity-dependent Medicare and Medicaid populations in communities and obtain demographic information for those residents during an emergency who rely on electricity-dependent durable medical and assistive equipment and devices that assist them in living independently; and

WHEREAS, the City desires to enter into a Data Use Agreement to obtain this essential information during large-scale emergencies/disasters to identify individuals at risk of life-threatening situations due to electrical outages, pursuant to the terms and conditions of the agreement attached hereto; and

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

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

> The Health Officer/Director is authorized and directed to execute the Data Use Agreement Between the Wisconsin Department of Health Services and the City of De Pere Health Department as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 11/11/2024

CITY OF DE PERE

MEMO

Meeting Date: 11/19/24
Department: Health
From: Chrystal Woller BSN, RN, MBA

Re: Recommendation from the Board of Health to approve WI DHS EmPower Data Agreement

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The Health and Human Services emPOWER data allows public health officials (and emergency managers) the power to discover the electricity-dependent Medicare and Medicaid populations in their community. In the event of an emergency, this proposed agreement would allow the health department to obtain demographic information for those residents who rely on electricity-dependent durable medical and assistive equipment and devices (DME) and certain essential health care services to live independently in their homes.

A prolonged power outage or a large-scale emergency/disaster, can rapidly put these individuals into life-threatening situations within hours or days.

This agreement has been reviewed by the City of De Pere Legal Department. The Board of Health approved this agreement at their 11/11/24 meeting and is recommending approval to execute for planning and response efforts locally. Since this agreement is time specific, requesting to delegate signatory authority to the health officer.

DATA USE AGREEMENT

This Data Use Agreement is effective beginning on the Enter day day of Choose month, Enter 4-digit year, between the Wisconsin Department of Health Services (DHS), Choose Division ("Department"), and Enter organization ("Recipient") and will terminate on Enter day day of Choose month, Enter 4-digit year.

A. **Purpose for Use or Disclosure of Data Set**

1. **Permitted Uses**. The Recipient will be given access for a limited time to the data provided by the Department for the following purposes as described in the paragraph below. Any additional use of the data or modification of the use of the data, even by the same individuals, is prohibited and will require a new application or an amendment to this agreement.

   Enter text

2. **Description of Data to be Provided**. The data provided pursuant to this Agreement contain data obtained or created by the Department. A description of the data file is contained in the paragraph below or as outlined in Attachment A.

   Enter text (*identify the specific nature of the data being requested or Attachment A*)

B. **Obligations of Recipient**

1. **Authorized Users of Data Set**. List name, title and affiliation of all individuals who will have access to the data and their roles in the use of the data, attaching additional sheets if necessary. Only individuals who have read and signed Attachment B shall have access to the data fields described in Section A2 of this Agreement or Attachment A.

   List individuals or Attachment B.

2. **Safeguards**. The Recipient shall use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of data other than as provided by this Agreement. Data will be shared in a secure manner, and data will only be stored on a secure server or encrypted device.

3. **Minimum Necessary**. The Recipient represents the data set contains the minimum necessary information to accomplish the purposes identified in this Agreement.

4. **Nondisclosure Except as Provided in Agreement**. The Recipient will not use or further disclose data or information provided pursuant to this Agreement other than as permitted by this Agreement. No linking of the data provided by this Agreement is allowed unless specifically described and authorized by this agreement.

5. **Identification and Contacting of Individuals**. The Recipient shall not attempt to identify individuals based upon the information obtained or contact individuals included in the data without the prior written approval of the Department. The Recipient will take reasonable care to ensure that unauthorized persons cannot overhear discussions or telephone conversations that include potentially identifying information. In addition, if the information is requested from the Recipient via any state or federal Open Records Law, the Recipient cannot release the information and must refer the requester to the Department Agreement Coordinator as outlined in Section 7.

6. **Staff Confidentiality Acknowledgement**. The Recipient attests that all staff with access to the data under this Agreement has read and agreed to abide by the Agreement. Staff will be required to adhere to the confidentiality and security restrictions included in this Agreement. These confidentiality restrictions survive if the signer terminates employment with the Recipient. A list of names and signatures of the Recipient's staff (including, but

not limited to, contractors/ subcontractors, limited-term staff, and unpaid personnel) who will access the data must be submitted with the signed Agreement (Attachment B). Additionally, the Recipient's Agreement Coordinator must notify the Department Agreement Coordinator of any staffing changes, such as terminations or the additions of new staff (Attachment B). Any new staff needing access to the data is required to read this Agreement, adhere to it, and sign that they agree to all confidentiality and security requirements (Attachment B) before obtaining access to any of the Department's data. This shall be sent to the Department Agreement Coordinator before being granted access to the data.

7. **Agreement Coordinators**. The Department designates Enter name as the Agreement Coordinator, assigned to act as communications contact between the Department and the Recipient regarding data sharing and to coordinate and administer amendments and attachments to this agreement.

   The Recipient designates Enter name as the Agreement Coordinator, assigned to act as communications contact between the Department and the Recipient regarding data sharing and to coordinate and administer amendments and attachments to this agreement. The Recipient Agreement Coordinator attests that every member of the Recipient's staff with access to data covered under this Agreement has read and signed Attachment B and that the Recipient will require its staff to adhere to its policies and procedures regarding data confidentiality and security.

8. **Recipient Data User's Agents**. The data and information received from the Department cannot be provided or shared with any other party, including agents (other than authorized staff) or subcontractors, who have not read and signed Attachment B. The Recipient remains the responsible party to the agreement if data are shared with agents or subcontractors. The Recipient shall ensure that any agents, including subcontractors to whom it provides the data, agree to the same restrictions on use and access that apply to the Recipient and shall use appropriate safeguards to protect the data from misuse or inappropriate disclosure of the data other than as provided in this Agreement.

9. **Reporting**. The Recipient shall report to the Department Agreement Coordinator within five business days upon becoming aware of any use or disclosure of information not authorized by this Agreement or applicable law. If the identity of any person is discovered inadvertently, the recipient will not make use of this knowledge, immediately notify the Department Agreement Coordinator, and safeguard or destroy the information that led to the identification of the individual.

10. **Ownership of Data**. The Recipient acknowledges that, as between the Recipient and the Department, all data contained in the Data Set shall be and remain the sole property of the Department. The Data provided may not be used or disclosed by the Data Requestor for any purpose other than as outlined in this Agreement or as otherwise required by law.

C. **Payment of Costs Producing Requested Data**

1. The Recipient shall be responsible for the cost of preparing the data requested. This includes the actual cost of extracting the requested data and the professional services required to prepare and support use of the requested data. Enter text

2. The Recipient shall submit the remittance for the amount invoiced to the Department of Health Services to pay the cost of servicing this data request within 30 days of receipt of the invoice. Notice of the remittance should be given to:

   Enter text
   Choose Division
   P.O. Box Enter number
   Madison, WI 537Enter number

D. **Notification and Review Procedures for Publications and Presentations**

1. The Recipient and its employees, agents, or any other person who would have access to the data and information provided in response to this request shall not publicly present or submit for publication, in oral form or in writing, on a formal or informal basis, subjects or research which used the data and information obtained under this Agreement without the prior review by the Administrator of the Choose Division. "Publication" includes any written article for publication in a professional journal or other publication, or any printed material for presentation to any person, conference or group external to the Recipient's organization. This includes providing copies of planned articles, the text of speeches, slides and other graphics.

2. The Department's right to review is for the purposes of determining if the material could have an impact on the Department policies and procedures, or misinterprets data, or violates the confidentiality rights of clients or the Department. Upon review, the Department may request revisions. The Recipient shall notify the Administrator of comments not adopted. If the article is accepted for publication, the Recipient shall notify the Administrator of the anticipated date of publication so that the Administrator may concurrently submit a letter to the editor regarding comments not adopted.

3. Unless otherwise mutually agreed upon between the parties, the Recipient shall provide the Administrator of the Department with a minimum of 20 working days for the first review of such presentations (e.g., abstracts, slides) and publications and 10 working days for any subsequent review.

4. Any presentations, reports and research articles, or drafts of any of these, which are based on data covered by this Agreement, may present data in aggregate form only. No aggregate information that would enable the direct or indirect identification of an individual may be published.

E. **Effective Dates and Termination**

1. **Amendments**. Amendments made to this Agreement must be made in writing and signed by authorized representatives of both parties.

2. **Term**. This Agreement shall be effective as of the date first written above and shall terminate as of the earlier of the date written above or when all the data provided by the Department are destroyed or returned to the Department. If additional time is necessary, the Recipient must contact the Department Agreement Coordinator to request an extension. The Department Agreement Coordinator will inform the Recipient if the extension is approved. Limits on the use of products created from the provided data and information are subject to conditions in the agreement as long as the data is in the Recipient's possession.

3. This Agreement shall continue in effect until terminated. The Recipient may terminate this Agreement by written notice to the Department Agreement Coordinator. The Department may terminate this Agreement by written notice to the Recipient.

4. **Termination for Cause**. The Recipient shall treat all data as confidential information. Failure to provide security for the data may result in termination of this Agreement, future disqualification from receiving access to the data, penalties described in Section E6, or any applicable criminal penalties.

   The Agreement may be suspended at any time, without advance notice, if the terms of the Agreement are violated in the Department's opinion. The Agreement may be reinstated at the Department's direction if the reason(s) for suspension is corrected or proved to be incorrect.

   The Department may terminate this Agreement if the rules/policies guiding the sharing of the data change if the Department provides written notice of the termination to the Recipient 14 days in advance of the termination.

5. **Effects of Termination**. Upon termination, cancellation, expiration or other conclusion of the Agreement, the Recipient shall, within 30 days, provide written documentation to the Department Agreement Coordinator

certifying that it has confidentially destroyed all copies of data and information provided by the Department remaining in the Recipient's possession.

The terms and provisions of this Agreement that protect such information shall survive the termination of this Agreement, and such information shall be used or disclosed solely for such purpose or purposes for which it was intended under this Agreement.

6. **Penalties for Violation of Agreement**. In addition to any potential civil and/or criminal penalties which may result from violation of any terms of this Agreement, federal/state laws Enter if applicable or DELETE – Chapter 69, Wis. Stat., the Department may demand and retrieve all data covered by this Agreement.

7. **Indemnification and Hold Harmless**. In the event of any third-party civil action based in whole or in part on a cause of action for damages resulting from the improper use or disclosure of the data covered by this Agreement provided to the Recipient by the Department, the Recipient agrees to indemnify the Department for costs associated arising from use or disclosure of data by the Recipient in a manner not permitted under state/federal law and hold the Department or its successors harmless from any damages resulting from such claims to the extent allowed by Wis. Stat. §§ 893.82 and 895.46.

8. **Other**. The Recipient attests that this data will not be used for any litigation or court action.

SIGNATURE – Enter title
Enter name
Choose Division

Date Signed

SIGNATURE – Requestor
Enter name
Enter organization

Date Signed

Add additional signature block or clear

Add additional signature block or clear

Add additional signature block or clear

ATTACHMENT A

Data Elements in Final Data Set

The data elements in Recipient's file will include:
Enter text

ATTACHMENT B

Enter organization **Staff Listing**

Following is a list of staff, contractors/subcontractors, limited-term staff and unpaid personnel of the Recipient and all others who have access to the data per this Agreement. These individuals have read the Data Use Agreement, as well as the statement on this page between the Department and the Recipient, and agree to abide by all terms of the Agreement. The Recipient Agreement Coordinator will forward to the Department a list of names and signatures of new staff before being granted access to the data covered by this Agreement.

I have a legal and ethical responsibility to protect the confidentiality and security of all data and information that I have access to from this Agreement. I will take all reasonable precautions to safeguard this data. I will put in place appropriate administrative, physical and technical safeguards to protect the privacy and security of this data. I will not in any way use, divulge, copy, release, sell, loan, review, alter or destroy any data except as properly authorized within the scope of this Agreement. I will report to my Agreement Coordinator any conditions or activities that I reasonably believe may potentially compromise the data. I will avoid any action that will provide confidential information to any unauthorized individual or agency. I will not provide any computer passwords or file access codes that protect these data to any unauthorized person. If I observe unauthorized access or divulgence of confidential data or records to other persons, I will report it immediately to the Department Agreement Coordinator. I understand that failure to report violations of confidentiality by others is just as serious as my own violation and may result in termination of current and future access to confidential data.

Printed Name	Position	Indicate Action	Telephone Number / Email	Signature
Enter name	Enter position	☐ Add ☐ Delete	Enter info	
		☐ Add ☐ Delete		
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Attachment C

Attestation of Destruction of Data

I certify that copies of data and information provided by the Department per this Agreement has been destroyed and rendered unreadable, unusable and indecipherable on Choose/enter date. If I discover that not all data was confidentially destroyed or returned to the Department, I am responsible for immediately notifying the Department, and all of the requirements of this Agreement still apply.

SIGNATURE – Agreement Contact

Date Signed

Enter name of Agreement Contact
Enter organization
Enter street address
Enter city, Enter state Enter zip code

Forward immediately to:

Enter Department Division
Attention: Enter name of Department Division contact
P.O. Box 309
Madison, WI 53701

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**