



Common Council

Regular Meeting

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

Agenda

Tuesday, November 7, 2023

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **November 7, 2023 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igm2.com/>.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the October 17, 2023, regular meeting of the Common Council.
4. Public Hearing to act on a request to amend the 2010 City of De Pere Comprehensive Plan Update at the following properties: Parcels WD-L281-1, WD-L183-3-2, WD-L183-3, and WD-L183-3-3, approximately 0 feet northwest of the Lawrence Dr and Southbridge Rd intersection.
 - A. Notice of Public Hearing.
 - B. Recommendation from Plan Commission.
 - C. Ordinance #23-17 Adopting Amendment to the 2010 Update to the City of De Pere Comprehensive Plan.
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 Plan Commission to approve a 35-lot and 2-outlot extraterritorial final plat of Little Rapids Subdivision at 2700 BLK Lawrence DR in Lawrence (Parcel L-2184).
7. Recommendation from the Business Improvement District Board to approve the De Pere Business Improvement District 2024 Operating Plan.

8. Consideration and Possible Action to create a Memorandum of Understanding or Agreement with Immel Construction for the potential development of the vacant parcel at 360 Main Ave into a City-led, mixed-use redevelopment proposal that includes commercial space, underground parking, market rate, and workforce/affordable housing.
9. Recommendation from the Board of Park Commissioners to accept De Pere Baseball proposal to improve Gandrud Field.
10. Consideration and Possible Action to approve change order #4 for the Nelson Family Pavilion to upgrade electrical service to 400-amp, funded from the Nelson Family Pavilion Fund.
11. Consideration and Possible Action to approve Change Order #5 for the Nelson Family Pavilion to bore fiber optic conduit under the Fox River Trail to existing fiber box, funded by the Nelson Family Pavilion Fund.
12. Consideration and Possible Action on request to reduce rental fee for the Holiday Light Show at Brown County Fairgrounds.
13. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage License for De Pere Deacons Hockey Team, Inc. (DBA De Pere Deacons Hockey Team), 1450 Ft. Howard Av. Submitted by De Pere Deacons Hockey Team, Inc. Agent: David E. Lepp, Green Bay, WI.
14. Recommendation from the License Committee on an application for a Class "A" Fermented Malt Beverage and "Class A" Intoxicating Liquor License for RSL Petroleum LLC (DBA Lawrence Food Mart), 1017 4th St. Submitted by RSL Petroleum LLC, Agent: Lok Bhatta, Manitowoc, WI.
15. Recommendation from the License Committee on the request by Steven Lujan to appear before the License Committee regarding the denial of his operator license application.
16. Resolution #23-118 Disallowance of Claim (Oscar Mendoza Quinones).
17. Appointments to the Sustainability Commission by Mayor Boyd.
18. Voucher approval.
19. Future agenda items.
20. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library

De Pere Chamber of Commerce
David Lepp
Lok Bhatta
Steven Lujan
Oscar Mendoza Quinones
Scott Keller, IEI General Contractors
Kevin Chevalier, McMahon Group
KDMM Enterprises



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of the minutes of the October 17, 2023, regular meeting of the Common Council.

ATTACHMENTS:

- October 17, 2023 Minutes-DRAFT (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, October 17, 2023

7:30 PM

Council Chambers and Virtual

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the October 3, 2023, Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Shana Defnet Ledvina, Aldersperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Defnet Ledvina, Perock, Quigley, Raasch

4. Public Hearing to act on the request for a Zoning Map Amendment at Parcels ED-F0101 and ED-F0105 at 1840 S Broadway St and 1800 BLK Enterprise Dr.

A. Notice of Public Hearing.

The Notice of Public Hearing was published in The Press Times on September 29 and October 6, 2023, by the City Clerk's office.

B. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom advised that the Plan Commission took up this issue at its September meeting. It results from an application by Valley Cabinet and a request for common zoning among open parcels to allow for potential future expansion of its facility. The Plan Commission heard from staff and the applicants and recommends approval of the Zoning Map Amendment for Enterprise Drive.

Mayor Boyd declared the public hearing open at 7:34 PM. No one wished to speak, so he declared the public hearing closed.

C. Ordinance #23-15 Approving a Zoning Map amendment from BP-2 Business Park 2 District to I Industrial District (Parcels ED-F0101; 1840 South Broadway Street and ED-F0105; 1800 Block Enterprise Drive).

In response to Alderperson Hansen, Development Services Director Lindstrom advised that changes relate to more uses in the conditional use category. In this situation, Valley Cabinet is planning to continue the same use and be in compliance with the Zoning Code.

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

5. Public Hearing on the Amendment of Chapter 14 Zoning Ordinance of the De Pere Municipal Code including updates to the Official Zoning District Map.

A. Notice of Public Hearing.

The Notice of Public Hearing was published by the City Clerk's office in The Press Times on September 29 and October 6, 2023.

B. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom advised that the Plan Commission heard from staff regarding quarterly text changes at its September meeting to continue addressing growing pains of the new Zoning Code. Among other minor text changes, these revisions reinsert some positive requirements from the former code for business parks. It also changes the sign variance process, as the Plan Commission process is different from the Board of Appeals, and staff would like the Plan Commission to maintain its flexibility.

There are also two map changes for mixed-use properties in the area of Franklin/Broadway Streets to allow for more of an office/residential use and for property on American Boulevard to change an outlot for storm water to a conservancy designation to match all other storm water features.

The Plan Commission reviewed and recommends the changes.

Mayor Boyd declared the public hearing open at 7:39 PM. No one spoke, so he declared the public hearing closed.

C. Ordinance #23-16 Amending Chapter 14 Zoning Ordinance of the De Pere Municipal Code including amendments to the Official Zoning District Map.

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

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

George Ostrander spoke regarding deer population concerns. He indicated that a group is coordinating with Allouez and The Abbey regarding deer issues; a Petition has been started and community outreach is occurring. He wished to inform the Common Council

that this issue is continuing and suggested that the deer population could be quantified with drone assistance.

Mike Desotell spoke regarding parking concerns. He expressed the desire for this item to be on a future agenda for an open discussion including impacted business owners. Business owners are looking for a solution to the problem. Mayor Boyd advised that the Council is unable to engage in discussion during public comment, but additional information regarding parking is forthcoming in Agenda Item 18.

7. Municipal Commendation in recognition of the 100th anniversary of the Green Bay & De Pere Antiquarian Society.
8. Recommendation from the Board of Public Works to request Wisconsin Public Service replace decorative street lighting on S. Broadway and George Street with paragon style LED fixtures.

Upon further discussion, Alderperson Hansen thanked staff for reaching out to Wisconsin Public Service. Public Works Director Scott Thoresen advised that WPS will replace the lights with LED fixtures as they burn out. In response to Alderperson Gantz, PW Director Thoresen indicated that WPS will match its own existing lights, not City lights.

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

9. Recommendation from the Board of Public Works to allow service groups until January 1, 2024, to refurbish the service signs on S. Broadway Street and at Bicentennial Park on Main Avenue or staff will remove the signs after January 1, 2024, if there is no plan in place by the service groups.

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

10. Recommendation from the Board of Public Works to install crosswalk sign in the middle of the road on George Street at Washington Street.

Alderperson Raasch indicated that the sign at Eighth Street appears to have been run over. He appreciates that the City is doing this, but it is unfortunate that these signs are being destroyed or may potentially be stolen.

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

11. Recommendation from Finance/Personnel Committee to Approve 2024 Benefit Renewal and Plan Design Changes.

Upon further discussion, Human Resources Director Metzler explained in response to Alderperson Ledvina that staff intends to work with the current provider, ERC, to transition employees amid treatment at the time of the changeover to transfer once those sessions are complete. Each issue constitutes a new set of sessions and additions for mental health were also made to the medical plan. In response to Alderperson Gantz's question regarding the extension of sessions, HR Director Metzler explained that the purpose of the EAP vendor is a short-term solution, with a more immediate response time, and issues that would require additional or extended sessions are referred out to a longer-term provider for additional care.

In response to Alderperson Hansen, HR Director Metzler explained that while the City does not currently have short term disability, it has something similar with the accumulation of one sick day per month. Most employees build up a sick leave bank. This new option will assist newer employees and would supplement their pay. It is currently under premium holiday and will be revisited if/when that would cease.

A. Resolution #23-109 Authorizing Employee Assistance Program Services Agreement with Aurora Health Care, Inc.

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

B. Resolution #23-110 Authorizing Nearsite Services Agreement Between the City of De Pere and Bellin Memorial Hospital, Inc.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Defnet Ledvina, Perock, Quigley, Raasch

12. Resolution #23-111 Authorizing Agreement for Contractor Services Between the City of De Pere and Suamico Trap, LLC (2023-24 Storm Water Facilities Trapping Services).

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

13. Resolution #23-112 Authorizing Extension of Agreement for Contractor Services Between the City of De Pere and Hurckman Mechanical Industries, Inc. (Heating Ventilation and Air Conditioning (HVAC) Preventative Maintenance).

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

14. Resolution #23-113 Approving Donation Agreement between the City of De Pere and Associated Banc-Corp (Nelson Family Pavilion).

In response to Alderperson Hansen, Parks, Recreation & Forestry Director Marty Kosobucki advised that he believes the purpose of funding would be paying back the City. Mayor Boyd confirmed that is the intended purpose. This donation does not include naming rights.

Mayor Boyd indicated that this is a great contribution to the facility.

RESULT:	APPROVED/ACCEPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Defnet Ledvina, Perock, Quigley, Raasch

15. Resolution #23-114 Authorizing Grant of Utility Easement to Wisconsin Public Service for the Nelson Family Pavilion (Parcel Nos. ED-728 and ED-373).

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

16. Resolution #23-115 Authorizing Software Subscription Agreement with GovOS (SeamlessDocs online forms and payment solutions platform).

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

17. Resolution #23-116 Authorizing Fourth Amendment to Agreement for Consulting Services Between the City of De Pere and MSA Professional Services, Inc. (Grant identification, solicitation and management services).

Upon further discussion in response to Alderperson Hansen, Development Services Director Dan Lindstrom explained that this grant request to the Wisconsin Economic Development Corporation will ask for a deviation from the rules in that the amount requested will be \$500,000 (instead of the \$250,000 max) with only half the requirement in acreage being met. The City will be also be seeking two Community Development Investment grants for the overall project, seeking \$1 million in total over the three grants and the process is strategic. The City is anticipating the award as it believes that this level of investment will appeal to the WEDC; however, the term sheet will be revised to split those amounts between the developer and the City if the grants are not successful.

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

18. Resolution #23-117 Authorizing Second Amendment to Agreement for Consulting Services Between the City of De Pere and Walker Consultants, Inc. (Parking Study Implementation and Parking Analysis).

Development Services Director Lindstrom shared the Downtown Parking Study presentation from 2022 and conducted an overview of that process and implementation phase. Staff has continued parking counts since the study work in 2021, which have been consistent to the study and the peak parking times of 10:00 AM and 1:00 PM. A peer review was conducted using the communities of Northfield, Minnesota, Stevens Point, Wisconsin and Marquette, Michigan. Key findings from the survey responses include: "not having to pay for parking; traveling safely from parking to my final destination; feeling confident that there will be parking available, even if it is not right next to my final destination; and finding an available space that is close to my destination." A Shared Parking Needs Analysis was conducted for the former Shopko development and a few others. Walker's model is becoming the industry standard, and the City should be doing parking evaluations on all development proposals going forward. DSD Lindstrom then reviewed on-street and off-street parking recommendations and explained the tasks sought for the next phase of work with Walker.

The Finance/Personnel Committee has reviewed this matter and recommends approval of \$30,000 from Unassigned Reserves, with budgeted funding in 2024 and 2025 from TIDs 7, 9 and a future TID.

Staff is recommending that Walker facilitate a meeting with stakeholders, residents, business owners in a business engagement session, with those comments being summarized for consideration by the Common Council. Improvements to signage should be very deliberate if used from the way-finding designation since that project may go forward at a later time.

Alderperson Raasch moved, seconded by Alderperson Gantz, to approve the agreement with Walker for additional consulting services, with funding from Unassigned Reserves in the amount of \$30,000.

Upon further discussion, DSD Lindstrom indicated that a separate web page will be created for this project.

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

19. Voucher approval.

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

20. Future agenda items.

None.

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

Alderperson Raasch made a motion to go into closed session, seconded by Alderperson Ledvina, at 9:00 PM. Motion approved by unanimous roll call vote.

Alderperson Gantz made a motion to return to regular order, seconded by Alderperson Quigley, at 9:34 PM. Motion approved by unanimous roll call vote.

22. Adjournment.

Alderperson Raasch moved, seconded by Alderperson Ledvina, to adjourn the meeting at 9:35 PM. Motion carried by unanimous vote.

Respectfully submitted,
Angela Zills, Paralegal



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Public Hearing to act on a request to amend the 2010 City of De Pere Comprehensive Plan Update at the following properties: Parcels WD-L281-1, WD-L183-3-2, WD-L183-3, and WD-L183-3-3, approximately 0 feet northwest of the Lawrence Dr and Southbridge Rd intersection.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: A. Notice of Public Hearing.

ATTACHMENTS:

- Public Hearing Notice_Comp Plan Amendment_11-7-23 mtg (PDF)

Publish: September 29, 2023 in the Press Times (Class 1 Notice – 30 Day)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, November 7, 2023** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on a request to amend the 2010 City of De Pere Comprehensive Plan Update at the following properties:

Parcels WD-L281-1, WD-L183-3-2, WD-L183-3, WD-L183-3-3, approximately 0.0 feet northwest of the Lawrence DR and Southbridge RD intersection.

The request was made by Crosspoint Church INC, William S & Mary A Smith Living Trust, Kurt S & Michelle R Cichy Revocable Trust, and Crosspoint Church INC ETAL. The requestors applied to change the Future Land Uses (Figure 2-6) from 'Neighborhood Residential (Including Multi-Family)' to 'Business Park' The proposed amendment would allow for a future rezoning for a proposed landscaping/nursery business and other uses.

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

Public comments will be invited at the public hearing. Written comments can also be submitted to City of De Pere Development Services Department, Attn: Peter Schleinz, 335 S Broadway ST, De Pere WI 54115.

A map of the proposed amendment to the 2010 City of De Pere Comprehensive Plan Update is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 26th day of September, 2023.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

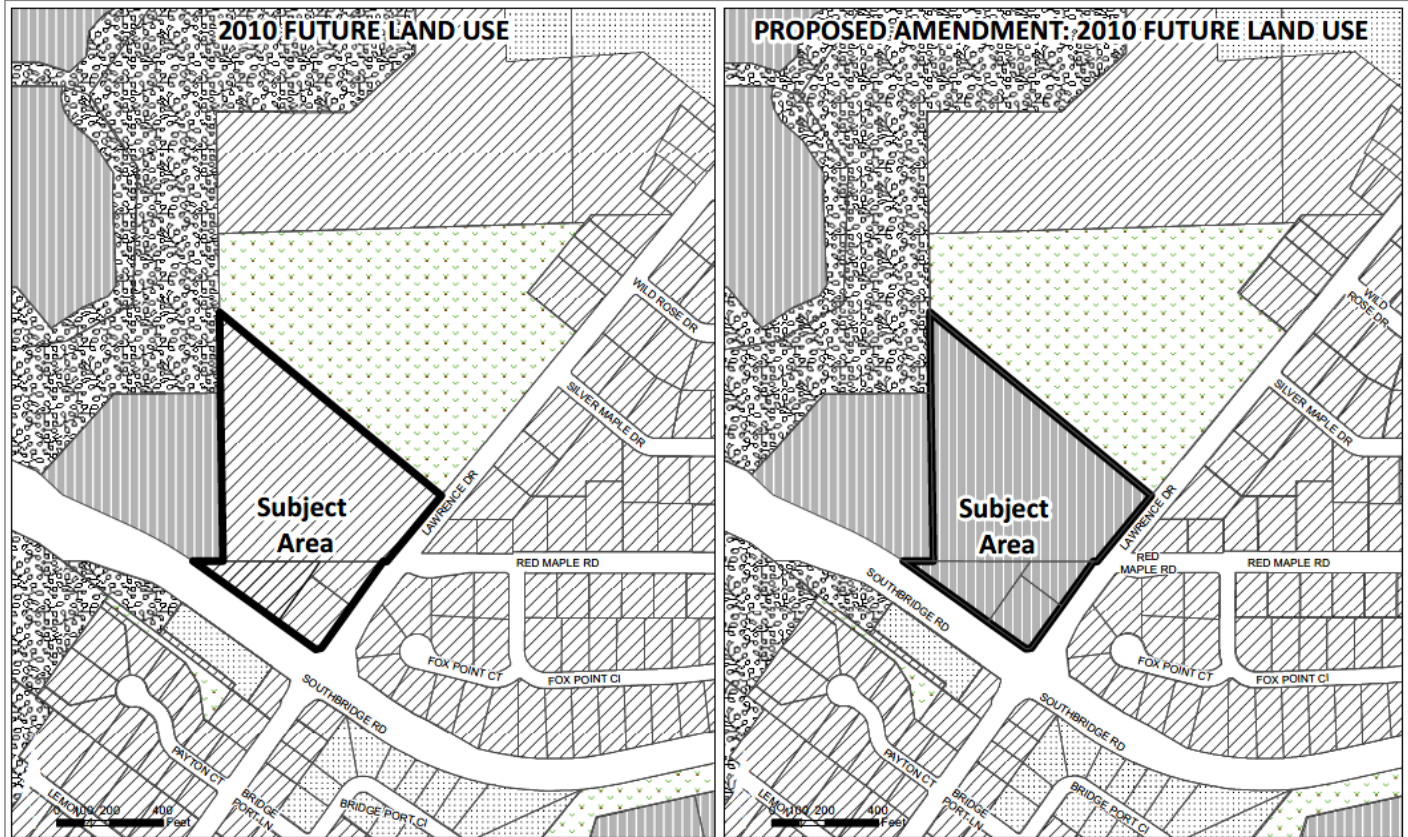


EXHIBIT A: Proposed Future Land Use Amendment Detail - September 2023

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.

- | | |
|---|---------------|
| Neighborhood Residential (Including Multi-Family) | Business Park |
| Multi-Family Residential | Natural Areas |
| Institutional/Governmental Facilities | |

Data Source: City of De Pere, Brown County



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: B. Recommendation from Plan Commission.

On September 25, 2023, Plan Commission unanimously recommended approval of the comprehensive plan amendment by a vote of 7-0.

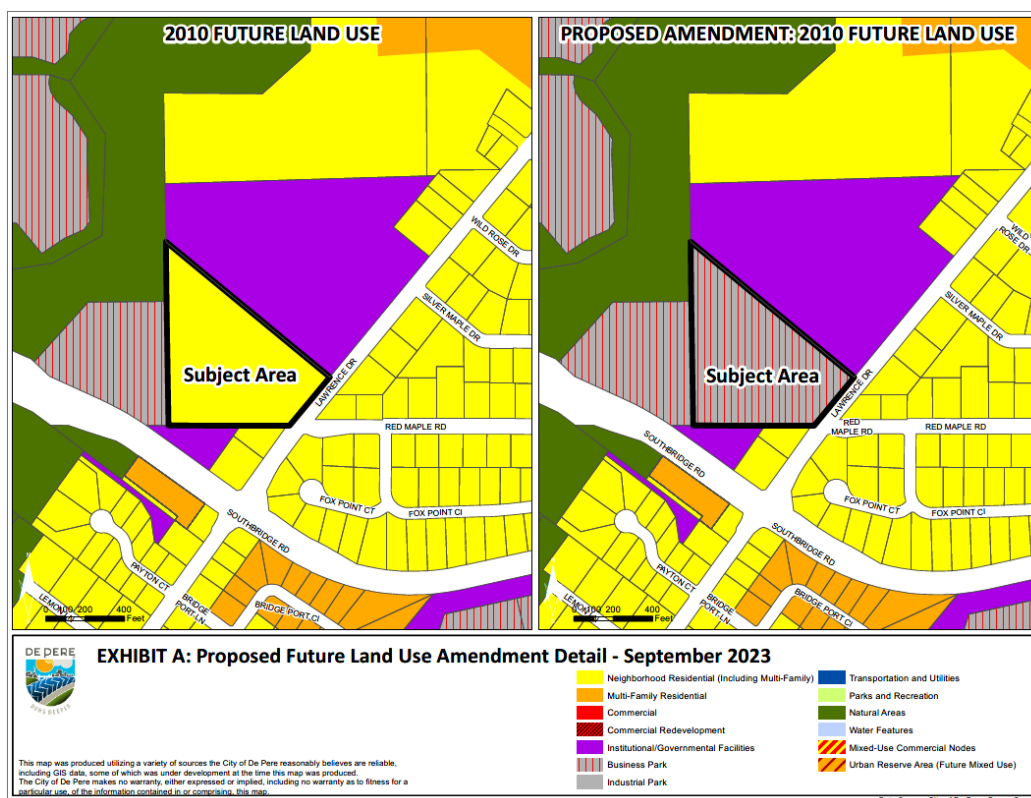
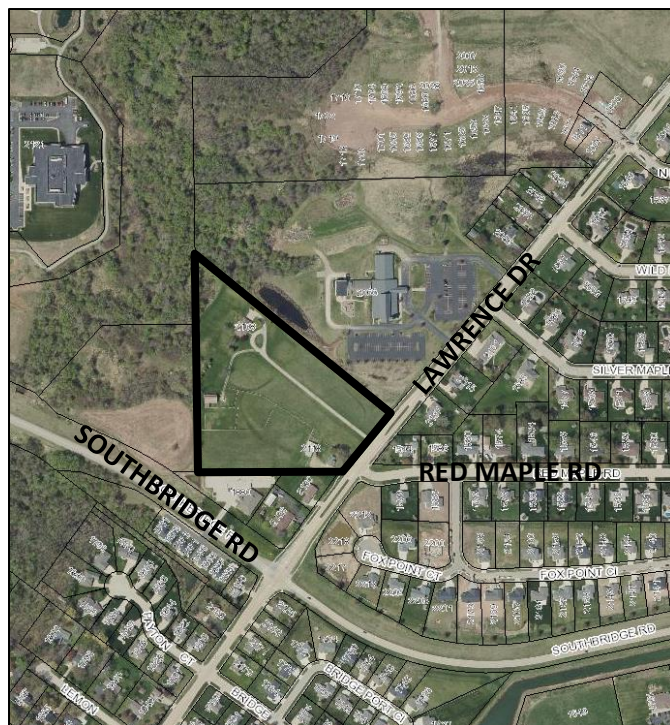
During the Plan Commission meeting, three property owners asked to be added to the original one parcel amendment (Parcels WD-L183-3-2, WD-L183-3, WD-L183-3-3 were added to WD-L281-1 by Plan Commission). Both the Plan Commission approved resolution and the Class I public hearing notice reference all four parcels.

ATTACHMENTS:

- PC Report - Comprehensive Plan Amendment (DOCX)
- LOI - Email Requesting Comprehensive Plan Amendment for Parcel WD-L281-1 (MSG)
- Comprehensive Plan Amendment - 2108 Lawrence DR - 4 Parcels (PDF)

- Item 6: Consideration and possible action on a proposed amendment to the 2010 City of De Pere Comprehensive Plan Update to change the Future Land Uses Map (Figure 2-6) from 'Neighborhood Residential (Including Multi-Family)' to 'Business Park' at 2108 Lawrence DR (Parcel WD-L281-1).*

SITE MAPS



REQUESTED ACTION:	Amendment to the 2010 City of De Pere Comprehensive Plan.
COMMON DESCRIPTION:	2108 Lawrence DR, located west of the Lawrence DR and Red Maple DR intersection.
ZONING:	R1-80 (Single-Dwelling Detached District) <i>NOTE: A zoning Map amendment to a complying business park district may be proposed if the Comprehensive Plan Amendment is approved.</i>
SURROUNDING LAND USES:	Religious & Non-Secular Assembly (PI-1) to the north. Religious & Non-Secular Assembly (PI-1) and Residential (R1-80) to the south. Residential (R1-80) to the east. Developing Business Park (O PDD) and Conservancy (CON) to the west.
COMPREHENSIVE PLAN	Neighborhood Residential (Including Multi-Family)
APPLICANT / OWNER:	<u>Authorized Representative and Property Owner</u> Crosspoint Church INC ATTN: Jerry Lewin 1880 Southbridge RD De Pere, WI 54115
SITE HISTORY:	The parcel was used for agricultural purposes with a residential house until the 1980's when a second residential house was added. After being annexed into De Pere from Lawrence, the property was zoned R-1. In January 2023, a new Zoning Map was approved and the name for the zoning district was updated to R1-80 District. In total, there are approximately 10.7 acres of land on the site with two houses and two barns/sheds. The petitioner proposes relocating a landscaping/nursery business from Green Bay to De Pere if all necessary approvals can properly be obtained. The necessary approvals may include the following: • Comprehensive Plan Amendment. • Revision to the Zoning Ordinance to specifically add "Landscaping and Supplies" as a use that is either permitted by right or with a conditional use. • Zoning Map Amendment to an accommodating District for the use.
STAFF REVIEW:	The City Development Services Department staff does not make a direct recommendation for petitioner requests to amend the Comprehensive Plan as the Plan was a document prepared with public input and approved by the Plan Commission and Common Council. Rather, the staff review includes a summary of information submitted by the petitioner regarding the request, research regarding past actions on or near the property, and information and reactions provided by the public. It is also the intent of the Development Services Department to identify recommendations and directives found in other various city plans and the Municipal Code. The Plan Commission and Common Council, after hearing the applicant, the public, and staff can then determine if it is in the best interest of the entire City to change the Comprehensive Plan or to continue to follow the existing recommendations.

As stated above, the site is currently zoned R1-80 (Single-Dwelling Detached District). The purpose of this district is to accommodate detached houses. The number suffix attached to R1 district names is a shorthand reference to the minimum lot width (in feet) required for detached houses.

If the Comprehensive Plan Amendment is approved, the Zoning Map can potentially be amended to one of the following Districts: O (Office), C (Commercial), BP-1 (Business Park 1), BP2 (Business Park 2, or I (Industrial).

Note: This petition does not include support or denial for future Zoning Ordinance revisions, zoning map amendments, or conditional uses; amendments to the future land use map shall stand on their own merit.

The City's actions to inform the public about an amendment.

Below are the following steps from Municipal Code and State Statutes for amendments to the Comprehensive Plan:

1. *Neighborhood Notification.*
On September 15, 2023, the City sent meeting notices to property owners within 300' of the subject parcel.
2. *Plan Commission review and possible action.*
On September 25, 2023, the Plan Commission reviews the proposed Comprehensive Plan Amendment. If the Plan Commission recommends approval the approval is done with a resolution. The project cannot progress without a Plan Commission approved resolution.
3. *Class 1 -30 Day Public Hearing Notice.*
If the Plan Commission recommends approval, staff will publish a Class 1 (30-day) public hearing notice with a corresponding map. The notice will be scheduled to be published on September 29, 2023, in the Press Times. This provides the regional notification about a potential public hearing before the Common Council on November 7, 2023.
4. *Neighboring Jurisdiction Notification Distribution.*
The City will also mail a copy of the public hearing notice to clerks from Town of Lawrence, Town of Ledgeview, Town of Rockland, Village of Allouez, Village of Ashwaubenon, and Village of Bellevue because the communities are adjacent to the City. The City will also mail a copy of the public hearing notice to administrators from the Unified School District of De Pere and the West De Pere School District.
5. *Public Hearing at Common Council.*
If the Plan Commission recommends approval, the Common Council will host a public hearing on November 7, 2023 for review and final decision.

Petitioner's actions to inform the public about an amendment.

While not required, the petitioner followed a Development Services staff suggestion to reach out to neighbors and property owners about a change to the Comprehensive Plan. Staff provided the petitioner with the mailing list the City used in our notification process.

Questions received by staff.

As of the drafting of this report, staff received inquiries from one property owner at Lawrence DR. The property owner learned of the Comprehensive Plan Amendment request from the petitioner and from a letter sent by City staff. The property owner had no objections. The property owner inquired about how to amend the Comprehensive Plan in the future if they and their neighbor were interested.

REVIEW PROCESS:

As stated above, staff does not provide a recommendation for a Comprehensive Plan. The Plan Commission reviews the petition and listens to the public comment and determines if it is in the interest of the entire City to continue to follow the Comprehensive Plan or to recommend an amendment to the Common Council. An approval recommendation is needed by the Plan Commission and an approval decision is needed by Common Council for an amendment to occur.

If Plan Commission recommends approval, the Plan Commission would pass the resolution included with the report. If recommended for approval by the Plan Commission, the amendment may not take effect until the Common Council enacts an ordinance adopting the proposed amendment.

Carey E. Danen

From: Jerry Lewin <jerry@crosspointgb.com>
Sent: Thursday, July 27, 2023 2:38 PM
To: Peter Schleinz
Subject: Requesting Comprehensive Plan Amendment for Parcel WD-L281-1

Follow Up Flag: Follow up
Flag Status: Completed

You don't often get email from jerry@crosspointgb.com. [Learn why this is important](#)

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

Hi Peter,

1. This email is first to confirm and authorize support for Rich Malone's rezoning application to move Green Bay Nursery from their location on Military Ave in Green Bay to 5 acres located 2108 & 2118 Lawrence Dr. The Parcel is known as WD-L281-1. Could you please change the email on section 2 to jerry@crosspointgb.com. That would make it easier. Thank You.
2. We are asking for a Comprehensive Plan Amendment to change Parcel WD-L281-1(2108 & 2118 Lawrence Dr) on the City's Future Land Use Map from "Neighborhood Residential(including multi-family) to Commercial".
3. We would like to make one change to the Rezoning application and change the request to O rather than C because the largest part of their business is Landscape Design which works from offices. They do sell shrubs and bushes as a smaller part of their business. The adjacent parcel WD-0037 is zoned Office. The small white house located at on the property will become landscape design offices.
4. After putting a portion (the northern 5 acres closest to St. Mark Church) of Parcel WD-L281-1 on the market, the denominational headquarters of Crosspoint Church asked us not to sell the 5 acres. Grace International is permitting us to lease it. Our church board feels it would be good for both the church and the city to lease the 5 acres.
5. Green Bay Nursery is a strong, third generation business and we feel it would be a good addition to De Pere, next to the new I41 -Southbridge Connection Interchange. The business has been owned by the Flagstad family for three generations, but Dean Flagstad died from COVID. His desire before his death was to sell the business to his longtime employee of over 20 years, Rich Malone. The widow has no knowledge or expertise of the nursery and landscaping business. The widow sold the Military Ave property to Broadway Hyundai. The business is being forced to relocate.
6. Crosspoint Church and Green Bay Nursery are requesting that we could implement the full TIF district benefits to this project. Both parties are intending to enter into a 35-year lease arrangement.

7. Green Bay Nursery is supposed to vacate its current location on Military Ave by October 31, 2023. Green Bay Nursery is requesting an extension until December 27, 2023. We realize this timing is tight considering the rezoning process. We are requesting this application be expedited as much as possible to allow Green Bay Nursery to come to De Pere.

If you need anything further, don't hesitate to ask. My cell is 920-366-7113. This is the easiest way to reach me.

Thank you for your assistance!

Jerry Lewin
CrossPoint Church Inc.
President & Lead Pastor

2010 FUTURE LAND USE

PROPOSED AMENDMENT: 2010 FUTURE LAND USE

1.c

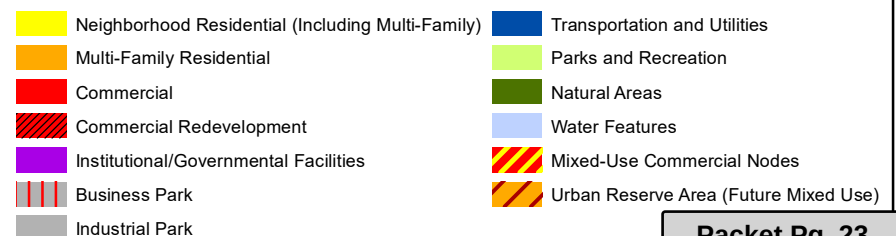
Subject Area

Subject Area



EXHIBIT A: Proposed Future Land Use Amendment Detail - September 2023

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



Data Source



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: City Attorney

FROM: Amy Darnick

SUBJECT: C. Ordinance #23-17 Adopting Amendment to the 2010 Update to the City of De Pere Comprehensive Plan.

ATTACHMENTS:

- Ord23-17 (PDF)
- Reso #PC 23-02 Signed (PDF)

ORDINANCE #23-17

ADOPTING AMENDMENT OF THE 2010 UPDATE TO THE
CITY OF DE PERE COMPREHENSIVE PLAN

WHEREAS, the City of De Pere is authorized to amend its comprehensive plan under the procedures set forth in Wis. Stats. § 66.1001(4); and

WHEREAS, the City Plan Commission adopted Resolution PC #23-02 (attached and incorporated as Exhibit A) recommending amendment of the 2010 Update of the City Comprehensive Plan to change the Future Land Use (Figure 2-6) for lands located at 2108 Lawrence Drive, 2130 Lawrence Drive, 2138 Lawrence Drive and 1880 Southbridge Road (Parcels WD-L281-1, WD-L183-3-2, WD-L183-3 and WD-L183-3-3) from “Neighborhood Residential (Including Multi-Family)” to “Business Park;” and

WHEREAS, the Common Council, having scheduled a public hearing thereon to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 1 Notice of Public Hearing regarding such proposed comprehensive plan amendment, a public hearing having been held on the 7th day of November, 2023 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys.

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

Section 1. Upon the recommendation of the City Plan Commission and its findings as established and set forth in Exhibit A, the 2010 Comprehensive Plan Update is hereby amended

Ordinance #23-17

Page 2 of 2

by revising the Future Land Use (Figure 2-6) for lands located at 2108 Lawrence Drive, 2130 Lawrence Drive, 2138 Lawrence Drive and 1880 Southbridge Road (Parcels WD-L281-1, WD-L183-3-2, WD-L183-3 and WD-L183-3-3) from “Neighborhood Residential (Including Multi-Family)” to “Business Park.”

Section 2. All other references in the 2010 Comprehensive Plan Update to Future Land Uses pertaining to said property or to Figure 2-6 are likewise amended as provided herein.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon and after passage by a majority vote of the members of the Common Council and upon publication required by law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of November, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Meeting: 9/25/2023

Date of publication: _____

PLAN COMMISSION
RESOLUTION #PC 23-02

RECOMMENDING AMENDMENT OF THE 2010 CITY OF DE PERE
COMPREHENSIVE PLAN UPDATE

WHEREAS, the City Plan Commission and Common Council approved the 2010 Comprehensive Plan Update in June/July 2010;

WHEREAS, Wis. Stats. §66.1001(4) establishes procedures by which a Comprehensive Plan may be amended; and

WHEREAS, the City has received a request (petition) to amend the *Land-Use element* of the 2010 Comprehensive Plan Update by changing the Future Land Use (Figure 2-6) for lands located at 2108 Lawrence Drive, 2130 Lawrence DR, 2138 Lawrence Drive, and 1880 Southbridge RD from 'Neighborhood Residential (Including Multi-Family)' to 'Business Park' (Parcels WD-L281-1, WD-L183-3-2, WD-L183-3, WD-L183-3-3); and

WHEREAS, a meeting for the public on the request was held by the Plan Commission on September 25, 2023, to obtain input from the public and for the applicant to answer questions concerning the request; and

WHEREAS, the Plan Commission, having heard from the applicant, City Development Services staff, and the public, and having reviewed existing and proposed land use maps of the parcels subject to the petition and the parcels adjacent to and in the vicinity thereof, wishes to recommend approval of the request to amend the 2010 Comprehensive Plan Update.

Resolution #PC 23-02

Page 2 of 2

NOW THEREFORE, BE IT RESOLVED THAT:

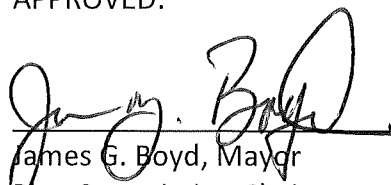
The City Plan Commission finds and determines that the requested amendment to the 2010 Comprehensive Plan Update is compatible with existing land uses adjacent to Parcels WD-L281-1, WD-L183-3-2, WD-L183-3 and WD-L183-3-3, and therefore the requested amendment is consistent with the *Land-use element* of the 2010 Comprehensive Plan Update.

BE IT FURTHER RESOLVED THAT:

The Plan Commission recommends to the De Pere Common Council that the 2010 Comprehensive Plan Update *Land-Use element* be amended by changing the Future Land Use (Figure 2-6) for lands located at 2108 Lawrence Drive, 2130 Lawrence DR, 2138 Lawrence Drive, and 1880 Southbridge RD from 'Neighborhood Residential (Including Multi-Family)' to 'Business Park' (Parcels WD-L281-1, WD-L183-3-2, WD-L183-3, WD-L183-3-3), hereby incorporated as Exhibit A.

Adopted by the Plan Commission of the City of De Pere, Wisconsin, this 25th day of September, 2023.

APPROVED:


James G. Boyd, Mayor
Plan Commission Chair

Ayes: 7

Nays: 0



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve a 35-lot and 2-outlot extraterritorial final plat of Little Rapids Subdivision at 2700 BLK Lawrence DR in Lawrence (Parcel L-2184).

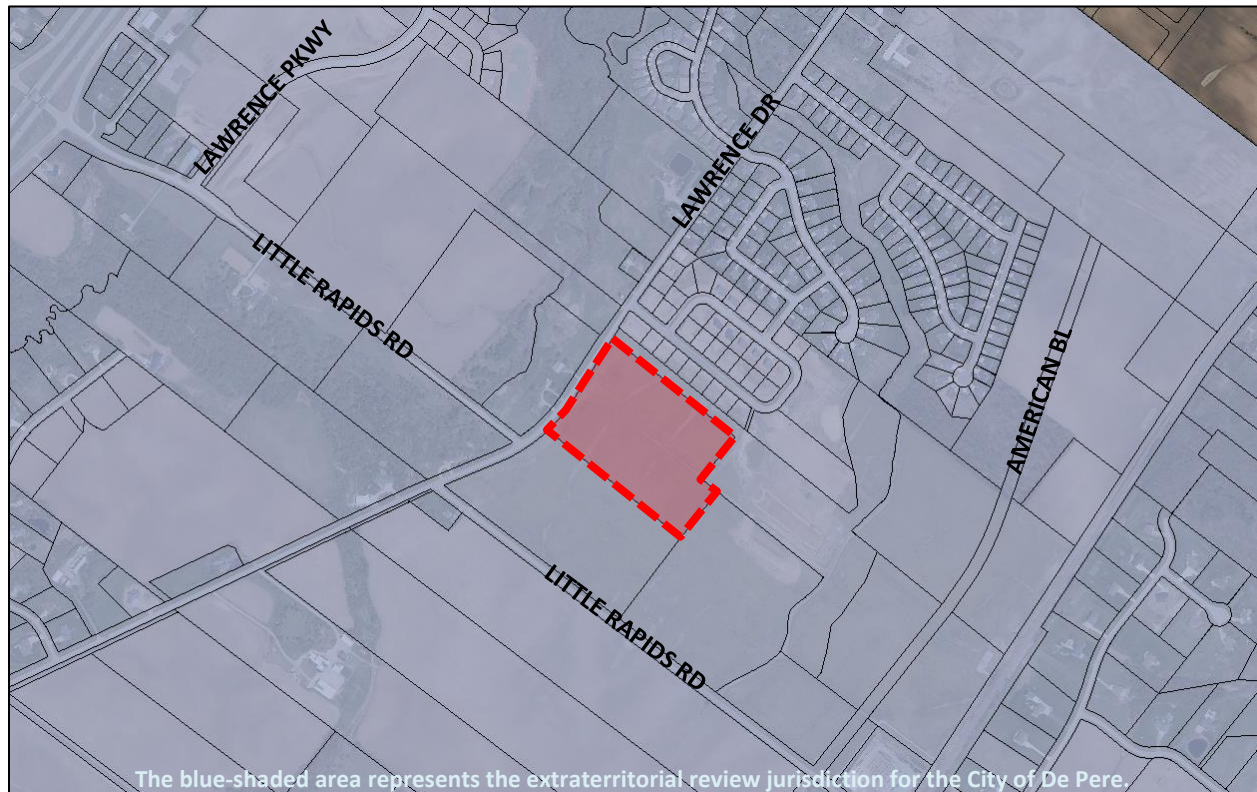
On October 23, 2023, Plan Commission unanimously recommended approval of the final plat with conditions by a vote of 5-0.

ATTACHMENTS:

- PC Report - FinPlat Little Rapids (DOCX)
- Final Plat and Application - 28 Sep 2023 (PDF)

ITEM 4: Consideration and possible action on a 35-lot and 2-outlot extraterritorial final plat of Little Rapids Subdivision at 2700 BLK Lawrence DR in Lawrence (Parcel L-2184).*

SITE MAP



REQUESTED ACTION:	Final Extraterritorial Plat Approval.	
COMMON DESCRIPTION:	2700 BLK Lawrence DR, north and east from Lawrence DR and Little Rapids RD.	
ZONING:	R-1 (Residential) in Lawrence.	
SURROUNDING LAND USES:	Residential to the north. Developing residential and natural areas to the south, east, and west.	
COMPREHENSIVE PLAN:	Residential in Lawrence.	
APPLICANT/OWNER:	<u>Authorized Representative</u> Douglas E. Woelz, PLS, McMahon Associates 1445 McMahon DR Neenah, WI 54956	<u>Property Owner</u> Town of Lawrence 2400 Shady CT De Pere, WI 54115
LAND USE HISTORY:	The property remained undeveloped since air photos of 1938.	

STAFF REVIEW:

When reviewing a plat, staff considers State Statutes 236 Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- The proposed plat is 3,425' south of the De Pere city limits.
- The proposed plat will create 35 residential lots and 2 outlots.
- The site is located inside of the sewer service area.
- The De Pere minimum acreage and frontage are 0.2 acres and 75'; the Town's minimum is 0.3 acres and 100'. All lots meet the minimum acreage and frontage criteria for De Pere and Lawrence.
- Lawrence is developing this property as a town-owned residential subdivision and the owner will be selling the lots.

The plat meets the criteria of State Statutes 236 and Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code. The proposed land division does not impact the Comprehensive Plan negatively. The proposed lot size, frontage, and setbacks meet acceptable City requirements.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the final extraterritorial plat and forwarding the plat to the Common Council for approval, subject to:

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

	CITY OF DE PERE APPLICATION FOR PLAT REVIEW		Fee: \$ 200.00
			Receipt #: 184264
			Date: 9-28-23

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) McMahon Associates	Authorized Representative Douglas Woelz	Title Senior Land Surveyor	
Mailing Address 1445 McMahon Drive	City Neenah	State WI	ZIP Code 54957
Email Address dwoelz@mcmgrp.com	Phone Number (incl. area code) 920-751-4200	Fax Number (incl. area code) 920-751-4284	

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

Name (Ind. Org. or Entity) Town of Lawrence	Contact Person Patrick Wetzel	Title Town Administrator	
Mailing Address 2400 Shady Court	City DePere	State WI	ZIP Code 54115
Email Address patrickw@townoflawrence.org	Phone Number (incl. area code) 920-336-9131	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description Little Rapids Subdivision	Parcel No. L-2184
--	----------------------

SECTION 4: Plat Review

Review Type:	☐ Preliminary Plat ☒ Final Plat ☐ Condominium Plat		
Fee: \$200.00	Preliminary Plat Fee: \$300 + (___ # of lots and outlots x \$68) Final Plat Fee: \$200 Condominium Plat Fee: \$300 + (___ # of units x \$68) + (___ # of common elements x \$68)		\$ 200.00
Present Use of Parcel:	Farm Land		
Proposed Use of Lots:	Residential		

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

SECTION 5: Certification and Permission

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

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

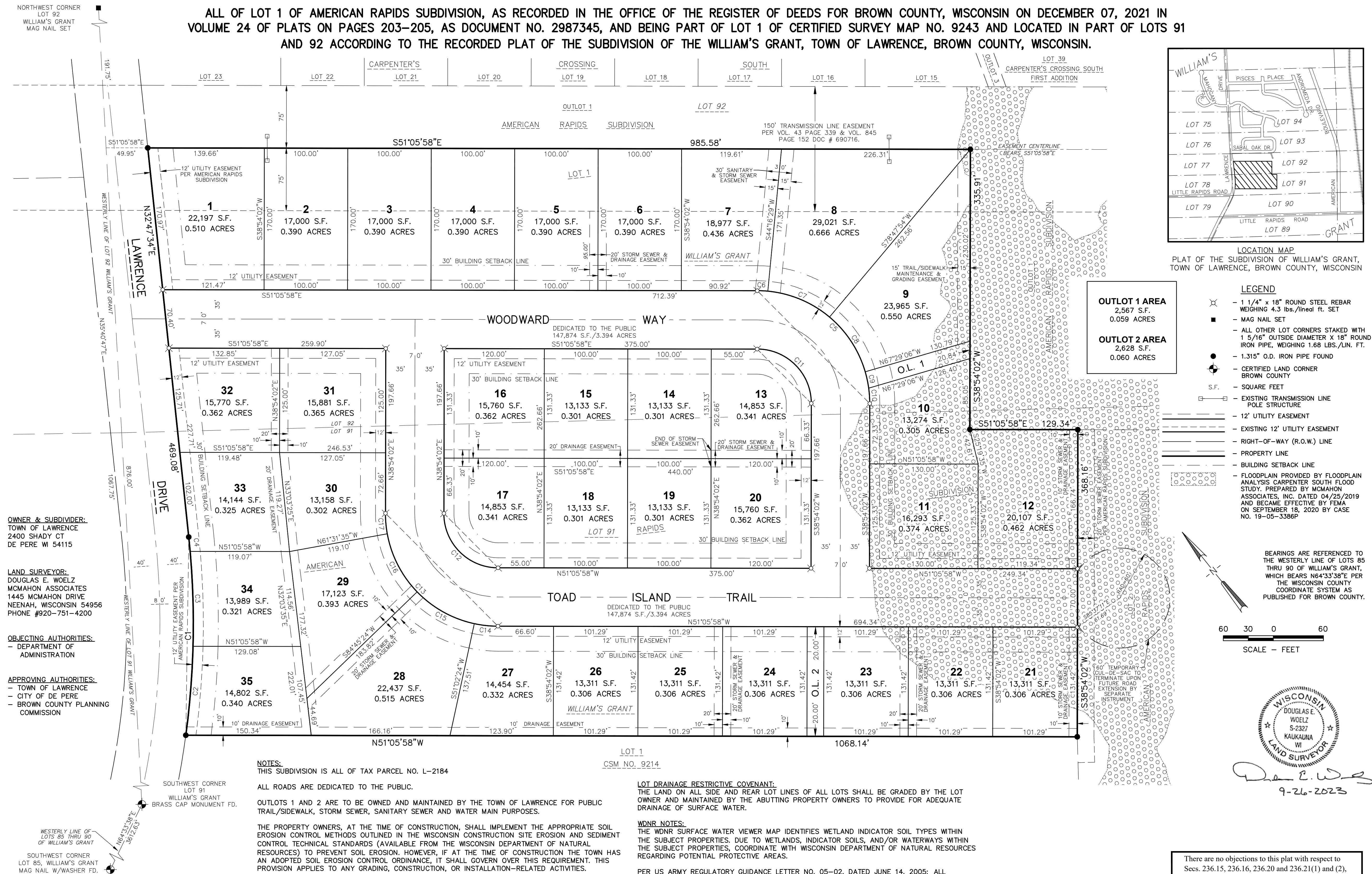
Name of Owner/Authorized Representative (please print) Douglas Woelz	Title Senior Land Surveyor	Phone Number 920-751-4200
Signature of Applicant 		Date Signed 09-26-2023

TO BE COMPLETED BY CITY STAFF

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

LITTLE RAPIDS SUBDIVISION

ALL OF LOT 1 OF AMERICAN RAPIDS SUBDIVISION, AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BROWN COUNTY, WISCONSIN ON DECEMBER 07, 2021 IN VOLUME 24 OF PLATS ON PAGES 203-205, AS DOCUMENT NO. 2987345, AND BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9243 AND LOCATED IN PART OF LOTS 91 AND 92 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

SUBJECT: Recommendation from the Business Improvement District Board to approve the De Pere Business Improvement District 2024 Operating Plan.

ATTACHMENTS:

- BID_OperatingPlan_2024 BID Approved (PDF)

DRAFT

De Pere Business Improvement District 2024 Operating Plan (Year Ten)



DOWNTOWN DE PERE



Approved by De Pere Business Improvement District: **11/3/2023**
Approved by De Pere Common Council: **11/7/2023 (scheduled)**

The 2024 Business Improvement District (BID) Plan was prepared by the City of De Pere in collaboration with the BID Board and Downtown De Pere, Inc. (dba Definitely De Pere)

BID Board Members

Tom Gavic - Chairperson (term expires 2024)
Rich Starry - Vice Chairperson (term expires 2025)
Larry Delo - Secretary (term expires 2025)
Mary Boyd (term expires 2024)
Brent Felchlin (term expires 2024)
Maya Romboy (term expires 2025)
Final Position Vacant

Downtown De Pere, Inc.

Tina Quigley - Executive Director
Scott Hemauer - Board President (2023)
Kendall Tilkens – Program Coordinator
Angela White – Marketing & Events Coordinator

City of De Pere

Daniel Lindstrom - Development Services Director



**DE PERE
BUSINESS IMPROVEMENT DISTRICT OPERATING PLAN
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I. Introduction

Wisconsin Act 184, signed into law in 1984, gives Wisconsin municipalities the authority to create Business Improvement Districts (BIDs) within their communities. To do so, at least one property owner within the proposed district must petition the City to create a BID. The State Legislature created Wis. Stats. §66.1109 (the "BID Law") to provide a way for business properties within an established district to authorize voluntary assessments. The assessment funds are to be used for programs aimed at promoting, developing, redeveloping, managing, and maintaining that district. There are currently approximately 90 active BIDs in the State of Wisconsin across approximately 50 different communities.

Business Improvement Districts are quite similar to traditional special assessments where property owners are assessed for improvements or services that benefit them. Unlike traditional assessments, Business Improvement District assessments can be used to finance a wide range of activities, services, and improvements. Primarily BIDs have been used to attract merchants and business owners that in turn attract more customer traffic downtown. Some BIDs in Wisconsin have funded physical improvements like lighting or parking; others have funded promotional and marketing materials and events. The Operating Plan for each BID directs the use of funds and identifies projects, priority areas, etc.

A. Purpose and History of the BID

The property owners who were involved in the creation of the BID hoped to accomplish the goals and ideas presented in the De Pere Downtown Master Plan, Cultural District Master Plan, Comprehensive Plan, Historic Preservation Plan, Downtown Parking Study, West Downtown Vision Plan (pending) and the updated Comprehensive Plan, herein referred to as "Long Range Plans". The original De Pere Business Improvement District Operating Plan had been developed by De Pere BID proponents and the City of De Pere. This BID Operating Plan and future plans will be developed by the BID Board, the City of De Pere, and Downtown De Pere, Inc., along with input and discussion from the membership.

The BID Board, through the development of this Operating Plan, has coordinated with Downtown De Pere, Inc. and the membership for the work described in this plan. Downtown De Pere, Inc. and the BID provide for a system that has shared long-term goals, and results, that will benefit both the BID District and the City of De Pere.

As used herein, "DBID Operating Plan" shall refer to the De Pere Business Improvement District Operating Plan, and "District" shall refer to the properties located within the physical boundaries of the Business Improvement District, as provided herein in Appendix B.

The De Pere BID was created to:

1. Allow for private property owners to work together in conjunction with the City to develop the District.
2. Enhance existing public funding sources to continue to maintain and promote the District. The BID also empowers future investments generated through private resources in addition to existing public dollars.
3. Provide for an equitable and fair mechanism for funding initiatives that will benefit all business and property owners in the District.
4. Ensure the District will be preserved and will improve the social and economic environment of the District. This is a mechanism to bring together funding initiatives that will fulfill District improvement projects identified in the Long Range Plans.

Use of a BID to develop the District was anticipated to work as follows:

1. The BID was created by the Common Council of the City of De Pere.
2. An operating Board (BID Board), comprised mostly of property owners within the District, has all powers necessary to implement the DBID Operating Plan.
3. The City collects BID assessments from District property owners following the approved assessment formula.
4. Assessment collections are turned over to the BID Board for distribution in accordance with the DBID Operating Plan by the 15th day of the month following such collection.

The Original De Pere BID (established in 2014) included 221 parcels with a total BID value over \$68,209,900. The boundaries include parcels in West and East De Pere's Downtown Business District. Out of the 221 parcels, 76 were tax-exempt or were used for residential purposes. The BID value of the remaining 145 parcels was assessed at \$1.75 for every \$1,000.00 in total value of the parcel.

II. Development Plans

The objective of the BID is to preserve and improve the social, economic and physical environment in the District, bring together appropriate partnerships of people, organizations and funds, and to evaluate and implement District development projects identified by businesses and building owners in the Long Range Plans. This section of the Plan shall be the De Pere BID Operating Plan for 2024.

The BID plan works towards creating Plan Objectives, Activities, and Benefits that are measurable. As each year of the BID evolves so must the Objectives, Activities, and Benefits of the plan to find ways to measure success.

A. Plan Objectives

Goals for the District Development as identified by local businesses, building owners, and residents in the Long Range Plans.

1. **Make the downtown a destination** by efforts to attract more residents and visitors and increase vitality, while preserving the existing charm and character.
2. **Support business and private investment** by providing business support and mentorship, organized events, and a current business directory.
3. **Capitalize on key business niches** and promote growth trending clusters in appropriate locations to increase foot traffic and highlight different experiences and sub-districts within the Downtown.
4. **Add life to the District** through expanded creative placemaking efforts, public art, special events, and cultural offerings.
5. **Increase public realm investment and improvement** to create unique and high-quality spaces that provide linkages and outdoor rooms within the Downtown, providing space for enjoyment and organized events.
6. **Promote walkability and bikeability as integral transportation modes** through education efforts, outreach programs with partner organizations, infrastructure investment, and events/programming.

7. **Create New Neighborhoods in the Downtown** Help to brand distinct neighborhoods in the District based on existing assets and future vision. Support development and redevelopment of a range of different housing products.
8. **Support Growth and Redevelopment** in alignment with the Long-Range Plans without losing the authentic existing character. Balance growth with change, including parking and traffic needs.

B. Proposed Activities

General activities consistent with the above objectives include:

1. Business Retention and Expansion/Development Projects

Direct Action

- a. Downtown De Pere Inc, BID Board, and City to maintain a Downtown business building owner and business owner database to be used as a resource to facilitate conversations between building owners and prospective tenants and buyers and sellers.
- b. Provide technical assistance to independently owned businesses (marketing and promotions, storefront/window displays, business plan development, retail space improvements, etc.).
- c. Conduct business retention surveys to identify activities that add value and help drive small business success.
- d. Provide business owners with funding assistance by identifying opportunities including grants, low-interest loans, etc. Assist with the application process to secure funding.
- e. Provide business owners with information on changing markets.
- f. Inform business owners of seminars, workshops, webinars, etc. to help improve their business.
- g. Continue to promote historic buildings in the district, by facilitating façade rehabilitation projects and educating property owners on available federal and state historic tax credits for building preservation.

Support Action

- h. Downtown De Pere Inc, BID Board, and City work to establish a strategic business recruitment program that considers market demand and complements existing businesses.
- i. Establish existing business touch-point/tracking metrics.
- j. Support plans for the redevelopment of vacant and underutilized properties (360 Main Ave, Former Shopko, etc.).

2. Marketing and Branding

Direct Action

- a. Explore different ways to effectively market and promote Downtown as a destination through image development campaigns, promotional materials, website itinerary blogs, etc. Including coordinating with Discover Green Bay to maximize the impact on the Mulva Cultural Center and other destination-based events.
- b. Maximize communication opportunities (press, newsletter, social media, etc.) to drive traffic into Downtown businesses and raise the visibility of events. Support the

creation/development of a community-wide calendar that would serve as the primary resource for De Pere news and activities.

- c. Enhance current events and develop a plan to add new ones to bring more people downtown throughout the year (historic and public art walking tours, special events, retail events, food and beverage walks, music series, etc.)

Support Action

- d. Research, study, and present to the BID Board and Common Council the findings of the updated economic impact of the Mulva Cultural Center.
- e. Coordinate with BID Board/Downtown De Pere Inc Board, the De Pere Cultural Foundation, and various local business resources to begin to develop a plan to retain visitors to the Mulva Cultural Center through specific destination marketing.

Additional Downtown De Pere, Inc. Activities Related to Subject (informational)

- f. Work directly with business owners to manage and develop promotional activities that bring value to their business and revolve around increasing foot traffic and economic activity.

3. Streetscaping Improvements

Direct Action

- a. Continue to focus on creating a more pedestrian-inviting environment through enhanced streetscape projects (planters, banners, etc.).

Support Action

- b. None

Additional Downtown De Pere, Inc. Activities Related to Subject (informational)

- c. Activate the Michael J Walsh Plaza by programming special events and activities to encourage community gatherings.
- d. Continue implementing new and innovative public art projects.
- e. Work to promote beautification and art-related projects to add to the District. Extend the success of the Public Art program into other areas with other forms of art.
- f. Support the City in developing more pedestrian and bicycle-friendly roadways, crosswalks, and parking options to emphasize walking and biking as an integral transportation mode.
- g. Support future infrastructure projects and continue to promote pedestrian and bicycle facilities and stormwater management, consistent with ideas presented in the long-range Plans.
- h. Identify future project timelines and strategies to move forward with other concepts identified in the downtown master plans.

4. Property Improvements

Direct Action

- a. Work with building owners to encourage and secure façade grants and mural opportunities along the south face of the 400 Block of Main Ave to coincide with the development of the Cobblestone Hotel at 499 Main Ave.

Support Action

- b. Promote business assistance programs, such as the locally administered Façade Grant Program, through continuous education efforts with both new and existing businesses via the development of a Downtown Resource Guide.

Additional Downtown De Pere, Inc. Activities (informational)

- c. None

5. General/Operational

Direct Action

- a. Coordinate with the City of De Pere to conduct an annual meeting (required).
- b. Coordinate with Downtown De Pere, Inc to conduct quarterly informational meetings.
- c. Prepare BID annual plan in coordination with Downtown De Pere, Inc. annual plan (required).
- d. Conduct building/property owners outreach to establish a database for communications (Bi-annual property owner meetings, bi-annual building owner meetings).
- e. Work with the City to develop a memorandum of understanding and maintenance practices plan for the District, in which both parties have an understanding of expectations and responsibilities relating to the maintenance of the District, such as sidewalk snow removal, landscape maintenance etc.
- f. Conduct and contract a pilot year snow removal for interested businesses.
- g. Develop and implement a plan and budget for the coming year and beyond for the District based on the financial expectations from assessments and its priority of needs, and the City's planned improvements during the same period.
- h. Prepare and implement an action plan for budget tracking to separate out BID expenses vs other expenses.
- i. Ongoing research and annually study De Pere BID annual assessments compared to other similar communities in Wisconsin. The comparison should be in communities of similar size, similar characteristics, and/or in this region.
- j. Take all further action needed to carry out the general purposes of the BID Operating Plan as are allowed by BID law.

Support Action

- k. None

Additional Downtown De Pere, Inc. Activities Related to Subject (informational)

- l. Provide a structure to carry out projects and programs, and build consensus and cooperation among groups that have an important stake in the district by managing staff and committee volunteers.
- m. Raise funds for projects and administration from donations, grants, sponsorships, etc.
- n. Conduct surveys to community members and visitors to continue to provide programming and amenities that ensure downtown is a place that patrons want to return to time after time.

- o. Promote community engagement and networking opportunities by increasing volunteer participation from BID and community members.

C. Benefits of the BID

Money collected by the BID under this DBID Operating Plan will be spent within the District or for the benefit of the District, and used to:

1. Help the District property owners secure and retain tenants by:
 - a. Promotion of coordinated and collaborative partnerships between the District stakeholders, which includes business and property owners.
 - b. Assisting property owners and tenants in the District in dealing and/or partnering with City Government through consultation and formal and informal interaction with City staff and officials.
 - c. Assisting property owners in retaining existing tenants by providing programs and services that help businesses to thrive. Implement in conjunction with the City, projects identified in the Long Range Plans that will improve tenant retention.
 - d. Assisting property owners in recruiting new businesses to the District and reducing new vacancies.
 - e. Assisting property owners in rehabilitating second-floor rental units to generate additional cash flow for properties.
 - f. Implementing in conjunction with the City, projects identified in the Long Range Plans that will improve tenant retention.
2. Help increase the value of property in the District by:
 - a. Continuing to improve the perceived and actual image of the District.
 - b. Investigating and facilitating enhancements to buildings in the District by business and property owners.
 - c. Increasing the demand for space by new businesses that wish to locate in the District.
3. Help tenants and existing businesses in the District become stronger by:
 - a. Conducting successful traffic-building community events.
 - b. Conducting successful retail and hospitality events.
 - c. Enhancing the relationship between St. Norbert College and downtown.

III. Measures of Success

The success of the BID is determined by the level of satisfaction of those who create it and who controls the BID, as well as the level of customer satisfaction. This information can be attained through various surveys and questionnaires. A thorough review of qualitative and quantitative data concerning the BID occurred in year 3 (2018) and the business and building owners have been surveyed throughout 2022 and 2023 ~~with~~ in partnership with the City of De Pere and the De Pere Area Chamber of Commerce. That review should be updated periodically and provided to the BID Board for review at their strategic planning meeting.

In addition to the evidence suggested above, the following measures will be established and evaluated as quantifiable measures of success:

1. The Long-Range Plans contain steps for both the public and private sectors. Many of these actions are identified in this DBID Operating Plan. The accomplishment of these objectives will indicate one measure of success for the BID.
2. Commercial facilitation is a measure that can easily be quantified as the number of businesses, both existing and new, that receive help, either financial or advocacy services by the BID.
3. Another way to measure BID success is by the growth in value of private property in the District. Quantifiable valuation measures are calculated annually to measure success over time.
4. A final way to track success is through occupancy rates and business inventory. The BID and Downtown De Pere, Inc. are required to report occupancy rates throughout the year and a summary will be included in each annual report.

A. Budget

The 2024 De Pere BID includes 214 parcels or parcel equivalents. Out of the 214 parcels, 76 are tax-exempt or are used exclusively for residential purposes. Out of the remaining 137, the BID assessment is \$2.00 for every \$1,000 in total assessed value of the parcel, with parcels to have an assessment of no more than \$ 3,000 or less than \$275.

A map of the district boundaries is attached as Appendix B, and information for each parcel classification is listed in Appendix C. Funds collected through BID assessments shall be used to pay for this BID Operating Plan in order to implement a sustainable Business Improvement District for the City of De Pere.

Estimated 2024 Assessment Income (from 2023 assessments): \$ \$131,024.

2024 Budgeted Expenses

1. Contract with Downtown De Pere, Inc.:	\$131,023.80
2. City of De Pere Administrative Costs:	<u>\$5,000.00</u>
Total:	\$126,023.80

The BID does not have independently paid staff and will use City of De Pere staff and contract with Downtown De Pere, Inc. for such services. The City of De Pere provides staff support to update the assessment numbers and operating plan and administer the BID meetings.

Estimated expenditures for Downtown De Pere, Inc. and the City of De Pere are shown in Appendix A. Any unused funds remaining at the end of the year shall be deposited into contingency funds or designated for specific uses in the following DBID Operating Plan year. All physical improvements made with these funds shall be made in the District. The location of other expenditures shall be as determined by the BID Board, but shall be for the benefit of the District.

A Capital Reserve Account may be created to set aside a specific amount for the District's assessment or reserve. This account would be for long-term capital needs and projects that may require extraordinary funding during a given budget year.

Annual Review

The BID law requires that the De Pere BID Operating Plan be presented annually to De Pere's Common Council for approval. To comply with the Wis. Stats., § 66.1109 (3) (b), the following process for the approval of the annual BID Operating Plan will be as follows:

1. A joint strategy session of representatives from the BID Board and the City will meet annually and will be responsible for developing the objectives of the BID Operating Plan for the next plan year.
2. The BID Board will review the proposed BID Operating Plan and make recommendations to the Common Council.
3. The Common Council will act on the proposed BID Operating Plan for the following plan year.
4. Appointment of new BID Board members will be made 30 days before the expiration of outgoing BID Board members' terms. This appointment is made by the Mayor and approved by the Common Council.

It is anticipated that the BID Board will continue to revise and develop the DBID Operating Plan annually in response to changing development needs and opportunities in the District. As a part of this review, the BID Board will analyze the benefits of the BID to the property owners and the community and based on this analysis, determine if it is appropriate to continue the BID.

The method of assessment shall not be altered unless a meeting of all District property owners assessed under the BID has been held to discuss such changes, except with the approval of the City of De Pere Common Council. This special meeting will be published as a Class 2 Notice, a copy of which will be mailed to each property owner in the District.

B. Relationship to Plans for Orderly Development of the City

According to Wisconsin Statutes §66.1109 (1)(f)(4), the DBID Operating Plan is required to specify how the creation of a BID promotes the orderly development of the City. The BID will encourage commerce and increase business activity in the District. Orderly development is consistent with the Long Range Plans and will promote the orderly development of the City in general and the District in particular.

C. Powers

It is intended that the BID Board shall have all powers authorized by law and this DBID Operating Plan, including, but not limited to, the following powers:

1. To manage the affairs of the District.
2. To promote new investment and appreciation in the value of existing investments in the District.
3. To contract on behalf of the BID when necessary to implement the DBID Operating Plan.
4. To develop, advertise, and promote the existing and potential benefits of the District.
5. To acquire, improve, lease, and sell properties in the District and otherwise deal in real estate.
6. To annually consider and make changes to the DBID Operating Plan.
7. To undertake on its own account, public improvements and/or assist in development underwriting or guaranteeing public improvements in the District.
8. To apply for, accept, and use grants and gifts for these purposes.
9. To elect officers and contract out work as necessary to achieve its goals.

10. To add to the security of the District.

D. Public Review Process

Wis. Stats. §1109(3) provides ample opportunities for public oversight of the BID, including:

1. The BID Board is subject to the Open Meetings Law (Wis. Stats. §19.84), requiring all meetings of the Board to be preceded by a public meeting notice and to be open to the public;
2. The BID Board must annually submit proposed changes to the Operating Plan to the Common Council for approval;
3. Any change to the special assessment method procedure requires the approval of the Common Council; and
4. The BID Board must provide an annual report of expenses and revenues.

IV. District Boundaries

The District is defined by the current configuration of tax parcels listed in Appendix C-1, and shown in map form in Appendix B. The District is generally bounded by Franklin St. in East De Pere, to N. Ontario St., to Lewis St., across the Claude Allouez Bridge to West De Pere bordered by Main Ave., to Fort Howard Ave., to Grant Street, and lastly to Third St. (St. Norbert College Campus). The District includes 137 taxable parcels subject to BID assessment, according to the Assessor's Records. Parcels that are not taxable or are used exclusively for residential purposes have been excluded from this number, even as they fall within the boundaries.

V. BID Organization and Operating Board

Under the adopted By-Laws of the BID, the owners of real estate within the District will recommend members to serve on the BID Board to the Mayor and the Mayor shall appoint Board members from the names provided, whose appointment shall be subject to the approval of the Common Council. The By-Laws also require that over one-half of the BID Board members must be a property owner or operating business in the District and that appointments to the Board be made before the start of the plan year for which the DBID Operating Plan was adopted.

The Board's responsibility is to implement the current year's DBID Operating Plan and to contract for the carrying out of the DBID Operating Plan. The Board also must prepare an annual report and either a reviewed financial statement or audit (per State Statute requirements) and submit it to the Common Council. This will require the BID Board to negotiate with providers of services and materials to carry out the DBID Operating Plan; to enter into various contracts; to monitor development activity, and to ensure compliance with the provisions of applicable statutes and regulations.

The BID Board will operate under the provisions of the BID By-Laws adopted by the BID Board on July 17, 2015, and by the Common Council on September 1, 2015 - amended by the BID Board December 10, 2020 and the Common Council December 15, 2020. (See Appendix E for the adopted Bylaws).

VI. Financing Method

The proposed expenditures outlined in the budget will be financed with funds collected from the BID assessment. It is estimated that in 2024, the BID will receive \$131,023.80 from the BID 2023 special assessment. Monies collected from the BID assessment will also be used to contract with Downtown De Pere, Inc. following the DBID Operating Plan.

VII. Method of Assessment

A. Assessed Parcels

All taxable property used for commercial purposes, as well as those taxed by the state as manufacturing, in the District boundary, will be assessed. Properties used exclusively for residential purposes cannot be assessed under Wis. Stats. §66.1109(5). Mixed-use properties containing both commercial and residential will be fully assessed. Those that are used for commercial, as well as manufacturing, will be assessed. Finally, property exempt from paying real estate taxes or owned by government agencies may not be assessed under Wis. Stats. §66.1109(5).

B. Levy of Assessment

Special assessments under this DBID Operating Plan will be levied, through the adoption of this DBID Operating Plan by the City of De Pere against each taxable property within the District, in the amount shown on the assessment schedule, which is attached in Appendix C.

The 2024 BID Plan rates as shown in Appendix C were calculated at a rate of \$2.00 per \$1,000.00 of assessed value. Parcels are assessed on an individual basis. No parcel is assessed more than \$3,000.00, and no less than \$275.00. Property values used to calculate the BID assessment represent the assessed value of real property, as certified by the City of De Pere Assessor.. Assessments are based per parcel and legal ownership.

The logic behind the assessment methodology is that each non-exempt parcel owner should pay for district developments in proportion to benefits derived. It is assumed that a minimum and maximum benefit can be achieved for each parcel, thus the minimum and maximum BID assessments have been established.

C. Schedule of Assessments

Appendix C provides a schedule of assessments for 2023 (to fund the 2024 Operating Plan) for all non-exempt parcels in the District based on the formula described above. For convenience, a schedule of all nontaxable parcels exempt from BID assessments are also identified as part of Appendix C.

D. Assessment Collection and Disbursal

The City of De Pere will bill all non-exempt parcel owners the assessed amount in the same manner as other special assessments. The City shall then turn over all collected funds to the BID Board for distribution following the DBID Operating Plan.

The City of De Pere shall hold funds collected for BID assessments in a separate account.

The BID Board will prepare and make available to the public and Common Council annual reports describing the current status of the BID, including expenditures and revenues, when it submits its annual DBID Operating Plan to the City for the following year. Disbursement of BID funds will be made following

the approved DBID Operating Plan and budget. At the end of the fiscal year, an independent certified audit or reviewed financial statement shall be obtained by the BID Board.

This section shall be sufficient instruction to the City to disburse the BID assessment, without the necessity of an additional disbursement agreement, disbursement method, or accounting method. Disbursements made under this DBID Operating Plan shall be shown in the City's budget as a line item. Other than as specified herein, the disbursement procedures shall follow the standard City disbursement policy.

E. Annual Report

An annual report prepared by the BID Board is required by section 66.1109 (3) (c) of the Wisconsin Statutes. Downtown De Pere, Inc. will prepare the annual report for operations in the District as well as obtain the required audit or reviewed financial statement. Downtown De Pere, Inc. will provide copies of these reports to the City of De Pere for inclusion in the BID Operating Plan. The BID shall be responsible for the payment of any funds specified for the BID audit and related to BID activities for said BID audit and/or reviewed financial statement. State statute includes detail as related to the amount allocated for these items. The BID Board will continue to review, revise, and develop the DBID Operating Plan annually in response to changing development needs within the District.

VIII. City Role in District Operations

The City of De Pere is committed to helping owners and occupants in the District promote the objectives outlined in this DBID Operating Plan while maintaining the BID's autonomy in the preparation of its annual budget. The City makes significant annual investments in the District for maintenance, upkeep, and infrastructure. The City will continue providing services, capital improvements, and funds for maintenance, the Facade Grant Program, and promoting economic development. The City of De Pere will also commit to the following:

1. Encourage County, State, and Federal Governments to support activities of the District.
2. Monitor, and when appropriate apply for, outside funds which could be used in support of the District.
3. Collect assessments and maintain a segregated account.
4. Provide disbursement of BID funds to service providers following the DBID Operating Plan and budget.
5. Obtain and review annual audits/reviewed financial statements as required per Section 66.1109 (3) (c).
6. Provide a financial statement to the BID Board.
7. Review annual audits/reviewed financial statements as required by Section 66.1109 (3) (e) of the BID Law.
8. Provide to the BID Board no later than September 1st each plan year, the official City records on assessed value for each tax parcel within the District as of that date in each DBID Operating Plan year, to calculate the BID assessment.
9. Adopt this DBID Operating Plan in the manner required by the BID Law.
10. Appoint and confirm new BID Board members as required by BID Law.
11. Provide Staff for the operation, facilitation, and support of the BID Board.

IX. Required Statements

The BID Law requires that the DBID Operating Plan include specific statements:

1. *66.1109(1)(f)(1) The special assessment method applicable to the business improvement district.* The special assessment method is set forth in Section VI.
2. *66.1109(1)(f)(1m) Whether real property used exclusively for manufacturing purposes will be specially assessed.* The District will contain property used exclusively for manufacturing purposes; it will contain properties used in part for manufacturing. These properties will be assessed according to the formula contained herein because it is assumed they will benefit from development in the District.
3. *66.1109(1)(f)(2) The kind, number and location of all proposed expenditures within the business improvement district.* The number and location of proposed expenditures is set forth in Section II.G.
4. *66.1109(1)(f)(3) A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.* The method of financing the estimated expenditures is set forth in Section V.
5. *66.1109 (1) (f) (4) A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.* Please refer to Section II. B, C and E.
6. *66.1109 (1) (f) (5): A legal opinion that subds. 1. to 4. have been complied with.* A legal opinion from the BID Attorney, indicating that the Operating Plan complies with all applicable provisions of Section 66.1109 (1) (f) (1-4) is attached as Appendix F.

X. Severability and Expansion

The Business Improvement District has been created under the authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of the BID Law or this DBID Operating Plan unconstitutional, it will not invalidate or terminate the BID. The DBID Operating Plan will be amended to conform to the law without the need of re-establishment. Should any legislature amend the statute to narrow or broaden the purposes of a BID to exclude or include as assessable properties a certain class or classes of properties, then this DBID Operating Plan may be amended by the Common Council of the City of De Pere when it conducts its annual budget approval, without any necessity to undertake any other act. If it is determined by a court or administrative body that a parcel of property is not subject to general real estate taxes and may not be included in the District, then such parcels shall be excluded from the definition of the District.

All of the above is specifically authorized under Wis. Stats. §66.1109(3)(b).

APPENDIX A: 2024 BID Budget & City Administrative Costs

City of De Pere Administrative Costs

In 2024, **\$5,000** of BID Assessment funds will be used to fund the City of De Pere administrative costs as outlined below. The dollar amount proposed for BID funds represents only a portion of costs incurred by the City.

Annual Meeting Mailing (printing and postage): \$150

City Staff Time: \$4,875 (this amount covers only a portion of the time needed to calculate the assessment data, administering the BID meetings, and updating the annual operating plan. Actual City staff costs are estimated at \$6,000 to 7,500)

Key Staff and Responsibilities

Administrative Staff (meeting agendas, meeting minutes, correspondence)

Development Services Director (BID operating plan, parcel & assessment data, correspondence, meeting memos)

New Community and Economic Development Specialist (BID operating plan, special events, Business Retention and Expansion, (BRE), business recruitment, parcel & assessment data, correspondence, meeting memos)

GIS Coordinator/Project Manager (BID map, parcel & assessment data)

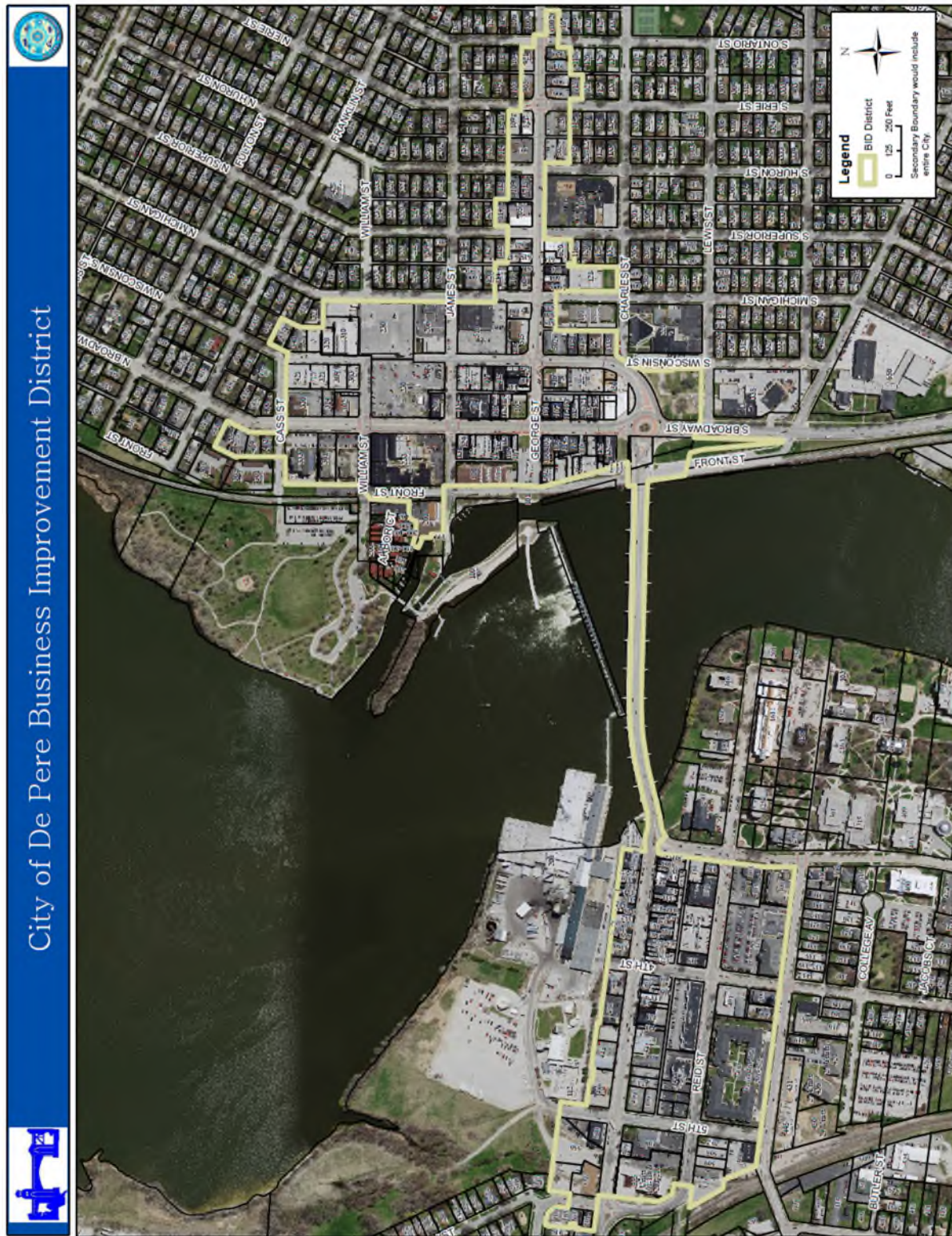
City Clerk (submittal of assessment data to the County)

City Attorney (statute review)

Downtown De Pere, Inc. Budget

In 2024, the BID Board will contract with Downtown De Pere, Inc. in the amount of \$126,023.80 to implement the Operating Plan. The Downtown De Pere, Inc. draft budget will be provided for review at the annual membership meeting.

APPENDIX B: BID District Boundary



APPENDIX C: Properties in the District including Assessed and Exempt Properties

2023 De Pere Business Improvement District Assessments (for 2024 BID Operating Plan)						
Parcel ID	Site Address	Property Owner	Property Class	Aux Property Class	BID PROPERTY VALUE	BID ASSESSMENT VALUE
ED-1006	109 N HURON ST	LTF INVESTMENTS LLC	2	-	\$ 132,000.00	\$ 264.00
ED-1007	715 GEORGE ST	LTF INVESTMENTS LLC	2	-	\$ 54,200.00	\$ 275.00
ED-1008	705 GEORGE ST	LTF INVESTMENTS LLC	2	-	\$ 312,200.00	\$ 624.40
ED-1010	114 N SUPERIOR ST	LTF INVESTMENTS LLC	2	-	\$ 24,100.00	\$ 275.00
ED-1048	820 GEORGE ST	DE PERE CHIROPRACTIC HOLDINGS LLC	2	-	\$ 370,000.00	\$ 740.00
ED-1058	802 GEORGE ST	FLOUR CHILD LLC	2	-	\$ 370,000.00	\$ 740.00
ED-1065	109 N ERIE ST	NEW HORIZON ENTERPRISES LLC	2	-	\$ 47,400.00	\$ 275.00
ED-1066	821 GEORGE ST	NEW HORIZON ENTERPRISES LLC	2	-	\$ 432,700.00	\$ 865.40
ED-1067	805 GEORGE ST	OFFICE HARMONY LLC	2	-	\$ 654,200.00	\$ 1,308.40
ED-1088	921 GEORGE ST	SUMMERLEIGH ASSOCIATES INC	2	-	\$ 314,800.00	\$ 629.60
ED-1089	905 GEORGE ST	BEACHWALKER EXPRESS LLC	2	-	\$ 313,900.00	\$ 627.80
ED-1095	914 GEORGE ST	CAPRICORN PROPERTIES INC	2	-	\$ 492,200.00	\$ 984.40
ED-1103	115 S ERIE ST	LEDGE HEAVEN LLC	2	-	\$ 255,800.00	\$ 511.60
ED-1104	908 GEORGE ST	CRAIG R NELSON	2	-	\$ 209,500.00	\$ 419.00
ED-1105	900 GEORGE ST	CLYDE B TETZLAFF	2	-	\$ 173,900.00	\$ 347.80
ED-18-65	201 JAMES ST	CHATEAU DEPERE LLC	2	-	\$ 1,990,300.00	\$ 3,000.00
ED-376	0 N BROADWAY ST	435 BROADWAY LLC	2	-	\$ 803,600.00	\$ 1,607.20
ED-377	435 N BROADWAY ST	435 BROADWAY LLC	2	-	\$ 20,300.00	\$ 275.00
ED-432	432 N WISCONSIN ST	RYAN D PICHLER	2	-	\$ 279,100.00	\$ 558.20
ED-432-1	340 N WISCONSIN ST	VOYAJONES LLC	2	-	\$ 666,700.00	\$ 1,333.40
ED-660	1002 GEORGE ST	1002 GEORGE STREET LLC	2	-	\$ 166,500.00	\$ 333.00
ED-758	301 N BROADWAY ST	BEEKOZ LLC	2	-	\$ 1,712,500.00	\$ 3,000.00
ED-758-1	300 N BROADWAY ST BLK	BEEKOZ LLC	2	-	\$ 1,712,100.00	\$ 3,000.00
ED-767	129 N BROADWAY ST	BROOKS TL HOLDINGS LLC	2	-	\$ 127,800.00	\$ 255.60
ED-767-1	131 N BROADWAY ST	MC KIM T BOYD	2	-	\$ 118,900.00	\$ 237.80
ED-768	127 N BROADWAY ST	SCOTT TROWBRIDGE	2	-	\$ 388,000.00	\$ 776.00
ED-771	117 N BROADWAY ST	AGAPE SALON LLC	2	-	\$ 523,800.00	\$ 1,047.60
ED-772	115 N BROADWAY ST	SAKS HOLDINGS LLC	2	-	\$ 195,400.00	\$ 390.80
ED-774	109-113 N BROADWAY ST	SAKS HOLDINGS LLC	2	-	\$ 392,200.00	\$ 784.40
ED-775	107 N BROADWAY ST	MARC P BRUMMEL	2	-	\$ 433,300.00	\$ 866.60
ED-783	100 S BROADWAY ST	MP BROADWAY LLC	2	-	\$ 68,100.00	\$ 275.00
ED-784	106 S BROADWAY ST	MP BROADWAY LLC	2	-	\$ 22,900.00	\$ 275.00
ED-785	114 S BROADWAY ST	MP BROADWAY LLC	2	-	\$ 67,200.00	\$ 275.00
ED-788	118 S BROADWAY ST	MP BROADWAY LLC	2	-	\$ 19,300.00	\$ 275.00
ED-789	126 S BROADWAY ST	126 SOUTH BROADWAY LLC	2	-	\$ 212,600.00	\$ 425.20
ED-790	132 S BROADWAY ST	MP BROADWAY LLC	2	-	\$ 268,100.00	\$ 536.20
ED-798	302 GEORGE ST	MP BROADWAY LLC	2	-	\$ 42,100.00	\$ 275.00
ED-816	416 GEORGE ST	416 GEORGE ST LLC	2	-	\$ 700,000.00	\$ 1,400.00
ED-823	150 S WISCONSIN ST	H&M LOMITA LLC	2	-	\$ 2,491,300.00	\$ 3,000.00
ED-824	125 S BROADWAY ST	BEILKE LLC	2	-	\$ 418,400.00	\$ 836.80
ED-826	123 S BROADWAY ST	SAKS HOLDINGS LLC	2	-	\$ 210,700.00	\$ 421.40
ED-828	111 S BROADWAY ST	HZ PROPERTIES LLC	2	-	\$ 193,600.00	\$ 387.20
ED-829	115 S BROADWAY ST	ZOELLER THOMAS G REVOCABLE TRUST	2	-	\$ 494,400.00	\$ 988.80
ED-831	107 S BROADWAY ST	SAKS HOLDINGS LLC	2	-	\$ 245,700.00	\$ 491.40
ED-833	101 S BROADWAY ST UNIT A-D	SAKS HOLDINGS LLC	2	-	\$ 325,000.00	\$ 650.00
ED-836	117 N WISCONSIN ST	FIT FAMILY LLC	2	-	\$ -	\$ 275.00
ED-837	115 N WISCONSIN ST	FIT FAMILY LLC	2	-	\$ 493,000.00	\$ 986.00

2023 De Pere Business Improvement District Assessments (for 2024 BID Operating Plan)						
Parcel ID	Site Address	Property Owner	Property Class	Aux Property Class	BID PROPERTY VALUE	BID ASSESSMENT VALUE
ED-840	421 GEORGE ST	LEE BUILDING CORP THE	2	-	\$ 858,700.00	\$ 1,717.40
ED-841	417 GEORGE ST	MOVIE Tyme ENTERTAINMENT LLC	2	-	\$ 245,500.00	\$ 491.00
ED-842	415 GEORGE ST	WADE CONARD	2	-	\$ 289,400.00	\$ 578.80
ED-844	102 N BROADWAY ST	BROADWAY INVESTMENT PARTNERS LLC	2	-	\$ 5,181,000.00	\$ 3,000.00
ED-847	112 N BROADWAY ST	STARRY DEVELOPMENT LLC	2	-	\$ 496,500.00	\$ 993.00
ED-848	116 N BROADWAY ST	SERA K PROPERTIES LLC	2	-	\$ 382,000.00	\$ 764.00
ED-850	124 N BROADWAY ST	LEE BUILDING CORP THE	2	-	\$ 2,074,200.00	\$ 3,000.00
ED-857	200 N BROADWAY ST	UNION HOTEL CORP	2	-	\$ 439,600.00	\$ 879.20
ED-861	230 N BROADWAY ST	DE PERE 230 DEVELOPMENT PARTNERS LLC	2	-	\$ 446,500.00	\$ 893.00
ED-869	302 N BROADWAY ST	NORTHERN GAS LLC	2	-	\$ 419,800.00	\$ 839.60
ED-870	314 N BROADWAY ST	WITZYTOO HOLDINGS LLC	2	-	\$ 61,000.00	\$ 275.00
ED-871	330 N BROADWAY ST	WITZYTOO HOLDINGS LLC	2	-	\$ 302,800.00	\$ 605.60
ED-875	230 N WISCONSIN ST	DE PERE 230 DEVELOPMENT PARTNERS LLC	2	-	\$ 1,590,500.00	\$ 3,000.00
ED-878	310 N WISCONSIN ST	SRK REALTY GROUP LLC	2	-	\$ 1,353,200.00	\$ 3,000.00
ED-880	320 N WISCONSIN ST	LKW HOLDINGS LLC	2	-	\$ 349,300.00	\$ 698.60
ED-886	206 N WISCONSIN ST	ASSOCIATED DEPERE BANK	2	-	\$ 1,268,500.00	\$ 3,000.00
ED-893	144 N WISCONSIN ST	SEROOGY BROTHERS LLP	2	-	\$ 1,235,900.00	\$ 3,000.00
ED-897	519 GEORGE ST	LTF INVESTMENTS LLC	2	-	\$ 336,700.00	\$ 673.40
ED-900	515 GEORGE ST	DEPERE LAW BUILDING LLC	2	-	\$ 608,700.00	\$ 1,217.40
ED-901	106 N WISCONSIN ST	ASHLEY PRANGE	2	-	\$ 167,800.00	\$ 335.60
ED-907	518 GEORGE ST	BELLA NOVA LLC	2	-	\$ 348,600.00	\$ 697.20
ED-915	127 S WISCONSIN ST	STECK LLC	2	-	\$ 457,700.00	\$ 915.40
ED-916	119 S WISCONSIN ST	PUMPKIN HEADS LLC	2	-	\$ 172,000.00	\$ 344.00
ED-917	115 S WISCONSIN ST	SEROOGY BROTHERS LLP	2	-	\$ 287,700.00	\$ 575.40
ED-918	502 GEORGE ST	JDA ENTERPRISES OF WISCONSIN LLC	2	-	\$ 414,800.00	\$ 829.60
ED-949	620 GEORGE ST	DAME PROPERTIES LLC	2	-	\$ 613,100.00	\$ 1,226.20
ED-949-1	614 GEORGE ST	KEVIN L CHARLES	2	-	\$ 203,800.00	\$ 407.60
ED-952-1	0 S SUPERIOR ST	KEVIN L CHARLES	2	-	\$ 8,600.00	\$ 275.00
ED-961	600 GEORGE ST	GREGORY J CORNELL	2	-	\$ 385,600.00	\$ 771.20
ED-966	623 GEORGE ST	DECLLENE PROPERTIES LLC	2	-	\$ 404,400.00	\$ 808.80
ED-967	615 GEORGE ST	DANEN PROPERTIES LLC	2	-	\$ 210,200.00	\$ 420.40
ED-968-1	611 GEORGE ST	DANEN PROPERTIES LLC	2	-	\$ 113,200.00	\$ 226.40
ED-968-2	609 GEORGE ST	VANEGEREN MARSHA REVOCABLE LIVING TRUST	2	-	\$ 400.00	\$ 275.00
ED-968-3	609 GEORGE ST	DANEN PROPERTIES LLC	2	-	\$ 231,200.00	\$ 462.40
ED-969	108 N MICHIGAN ST	DANEN PROPERTIES LLC	2	-	\$ 203,400.00	\$ 406.80
ED-970	114 N MICHIGAN ST	WILDROOT LLC	2	-	\$ 249,600.00	\$ 499.20
WD-279	509 MAIN AVE	CAPITAL CREDIT UNION	2	-	\$ 145,000.00	\$ 290.00
WD-281	108 S FIFTH ST	CAPITAL CREDIT UNION	2	-	\$ 839,800.00	\$ 1,679.60
WD-283	499 MAIN AVE	DE PERE HOTEL GROUP LLC	2	-	\$ 3,686,400.00	\$ 3,000.00
WD-288	441 MAIN AVE	CHEDDAR HOUSE LLC	2	-	\$ 338,500.00	\$ 677.00
WD-295	444 REID ST	PARK PLACE HOLDINGS REID STREET LLC	2	-	\$ 1,800,000.00	\$ 3,000.00
WD-306	525 REID ST	N E W DEVELOPERS LLC	2	-	\$ 477,900.00	\$ 955.80
WD-367	300 MAIN AVE	HAWK HOLDINGS LLC	2	-	\$ 376,400.00	\$ 752.80
WD-369	320 MAIN AVE	THE CONNECTIVE LLC	2	-	\$ 603,000.00	\$ 1,206.00
WD-371	330 MAIN AVE	STAGECOACH ENTERPRISES LLC	2	-	\$ 205,900.00	\$ 411.80
WD-372	334 MAIN AVE	GTO INVESTMENTS LLC	2	-	\$ 244,800.00	\$ 489.60
WD-373	338 MAIN AVE	RICK J HERYMAN	2	-	\$ 157,300.00	\$ 314.60

2023 De Pere Business Improvement District Assessments (for 2024 BID Operating Plan)						
Parcel ID	Site Address	Property Owner	Property Class	Aux Property Class	BID PROPERTY VALUE	BID ASSESSMENT VALUE
WD-374	342 MAIN AVE	PAUL H WILLEMS	2	-	\$ 111,400.00	\$ 222.80
WD-375	348 MAIN AVE	CHRIS C RENIER	2	-	\$ 154,000.00	\$ 308.00
WD-378	366 MAIN AVE	DAVID J MATYAS	2	-	\$ 268,400.00	\$ 536.80
WD-379	368 MAIN AVE	SAKS HOLDINGS LLC	2	-	\$ 320,400.00	\$ 640.80
WD-380	380 MAIN AVE	OLD NELL PROPERTIES LLC	2	-	\$ 484,000.00	\$ 968.00
WD-381	400 MAIN AVE	WE4SECOR LLC	2	-	\$ 400,900.00	\$ 801.80
WD-386	436 MAIN AVE	ISC PROPERTY LLC	2	-	\$ 382,200.00	\$ 764.40
WD-387	444 MAIN AVE	F & J PROPERTIES LLC	2	-	\$ 372,100.00	\$ 744.20
WD-387-1	0 MAIN AVE	JAMES J KROPP	2	-	\$ 70,600.00	\$ 275.00
WD-388	486 MAIN AVE	SMOOTH MONEY OF DE PERE LLC	2	-	\$ 443,800.00	\$ 887.60
WD-389-2	500 MAIN AVE UNIT A-D	DUTCH BOYZ DE PERE LLC	2	-	\$ 1,867,900.00	\$ 3,000.00
WD-403	103 N SIXTH ST	RALPH E SANDERS	2	-	\$ 403,400.00	\$ 806.80
WD-404	101 FORT HOWARD AVE	DECLREENE PROPERTIES LLC	2	-	\$ 341,100.00	\$ 682.20
WD-623	500 GRANT ST	GRANT STREET HOLDINGS LLC	2	-	\$ 659,600.00	\$ 1,319.20
WD-884	401 MAIN AVE	SCHLEIS PROPERTIES LLC	2	-	\$ 480,600.00	\$ 961.20
WD-885	407 MAIN AVE	LANCE A KOLTZ	2	-	\$ 164,800.00	\$ 329.60
WD-886	409 MAIN AVE	LANCE A KOLTZ	2	-	\$ 240,000.00	\$ 480.00
WD-887	413 MAIN AVE	FORMULATE INFINITY HOMES LLC	2	-	\$ 150,000.00	\$ 300.00
WD-888	417 MAIN AVE	417 MAIN LLC	2	-	\$ 161,400.00	\$ 322.80
WD-889	419 MAIN AVE	JAMES J KROPP	2	-	\$ 484,300.00	\$ 968.60
WD-893	400 REID ST	GENCAP DE PERE RECAP LLC	2	-	\$ 3,113,800.00	\$ 3,000.00
WD-906	301 MAIN AVE	PHE WI LLC	2	-	\$ 431,500.00	\$ 863.00
WD-907	305 MAIN AVE	GAVIC HOLDINGS LLC	2	-	\$ 381,800.00	\$ 763.60
WD-908	313 MAIN AVE	313 MAIN IN DE PERE LLC	2	-	\$ 323,900.00	\$ 647.80
WD-909	317 MAIN AVE	LIFE CHURCH GREEN BAY INC	2	-	\$ 655,700.00	\$ 1,311.40
WD-910	321 MAIN AVE	LIFE CHURCH GREEN BAY	2	-	\$ 228,000.00	\$ 456.00
WD-911	327 MAIN AVE	TILKENS HOLDINGS LLC	2	-	\$ 422,700.00	\$ 845.40
WD-912	331 MAIN AVE	NICK BROTHERS PARTNERSHIP	2	-	\$ 347,000.00	\$ 694.00
WD-913	337 MAIN AVE	MIRHASHEMI INC	2	-	\$ 302,200.00	\$ 604.40
WD-915	345 MAIN AVE	MANNING RONALD G & MARY A PFUTZENREUTER JT RE	2	-	\$ 199,000.00	\$ 398.00
WD-917	353 MAIN AVE	SAKS HOLDINGS LLC	2	-	\$ 293,000.00	\$ 586.00
WD-918	355 MAIN AVE	CONNECTIVE PROPERTIES LLC	2	-	\$ 232,100.00	\$ 464.20
WD-920	365 MAIN AVE	SAKS HOLDINGS LLC	2	-	\$ 764,400.00	\$ 1,528.80
WD-921	371 MAIN AVE	ABTS INVESTMENTS LLC	2	-	\$ 164,800.00	\$ 329.60
WD-922	375 MAIN AVE	DENNIS M LARSON	2	-	\$ 251,300.00	\$ 502.60
WD-923	377 MAIN AVE	SAKS HOLDINGS LLC	2	-	\$ 651,000.00	\$ 1,302.00
WD-925	115 FOURTH ST	BLACK PUCK REALTY LLC	2	-	\$ 603,000.00	\$ 1,206.00
WD-930	330 REID ST	LUTSEY ENTERPRISES LLP	2	-	\$ 1,064,800.00	\$ 3,000.00
WD-931	116 THIRD ST	AJANGO PROPERTIES LLC	2	-	\$ 261,500.00	\$ 523.00
WD-955	303 REID ST	REID STREET RETAIL LLC	2	-	\$ 1,323,600.00	\$ 3,000.00
WD-961	325 REID ST	HOWALD LLC	2	-	\$ 4,063,200.00	\$ 3,000.00
WD-965	401 REID ST	JAYAMBAY LLC	2	-	\$ 687,300.00	\$ 1,374.60
ED-960+A102:A	610 GEORGE ST	NIP IT LLC	3	-	\$ 149,100.00	\$ 298.20
Number of BID Eligible Properties: 137			ASSESSMENT TOTAL		Total BID Eligible Property Value	BID Assessment Value
Total Number of Total Parcels or Parcel Equivalents: 138					\$ 76,122,300.00	\$ 131,023.80

2023 De Pere Business Improvement District Assessments (for 2024 BID Operating Plan)						
Parcel ID	Site Address	Property Owner	Property Class	Aux Property Class	BID PROPERTY VALUE	BID ASSESSMENT VALUE
ED-778	100 FRONT ST	LEFEBVRE INVESTMENT CO LLC	2	-	Residential - Not BID Eligible	
ED-766	233 N BROADWAY ST	HEARTLAND AFFORDABLE HOUSING DE PERE LLC	2	-	Residential - Not BID Eligible	
WD-310	430 GRANT ST	NICOLET HIGHLANDS LLC	2	-	Residential - Not BID Eligible	
ED-1094	920 GEORGE ST	ROBERT VANDEURZEN	1	-	Residential - Not BID Eligible	
WD-1646	555 MAIN AVE 101	JODI L SLAGA	1	-	Residential - Not BID Eligible	
WD-1647	555 MAIN AVE 102	MARK PROEBER	1	-	Residential - Not BID Eligible	
WD-1648	555 MAIN AVE 103	PAUL A SULLIVAN	1	-	Residential - Not BID Eligible	
WD-1649	555 MAIN AVE 104	JAMES F ROBINSON	1	-	Residential - Not BID Eligible	
WD-1650	555 MAIN AVE 105	KENNETH M DINY	1	-	Residential - Not BID Eligible	
WD-1651	555 MAIN AVE 106	KARIE A VERBOOMEN	1	-	Residential - Not BID Eligible	
WD-1652	555 MAIN AVE 107	LINDA L STEENO	1	-	Residential - Not BID Eligible	
WD-1653	555 MAIN AVE 108	GARY G BONZELL	1	-	Residential - Not BID Eligible	
WD-1654	555 MAIN AVE 109	SUZETTE D FRANKLIN	1	-	Residential - Not BID Eligible	
WD-1655	555 MAIN AVE 110	KIMBERLY ROBERTS	1	-	Residential - Not BID Eligible	
WD-1656	555 MAIN AVE 111	JEFFREY A MOEN	1	-	Residential - Not BID Eligible	
WD-1657	555 MAIN AVE 112	SUSAN A MINTEN	1	-	Residential - Not BID Eligible	
WD-1658	555 MAIN AVE 113	TIMOTHY UNDERS	1	-	Residential - Not BID Eligible	
WD-1659	555 MAIN AVE 114	GLENDIA R ENDERSON	1	-	Residential - Not BID Eligible	
WD-1660	555 MAIN AVE 115	DONNA T PASTERNAK	1	-	Residential - Not BID Eligible	
WD-1661	555 MAIN AVE 116	DIANE K DICK	1	-	Residential - Not BID Eligible	
WD-1662	555 MAIN AVE 201	CHRISTOPHER D SAMP	1	-	Residential - Not BID Eligible	
WD-1663	555 MAIN AVE 202	WENDI M RAY	1	-	Residential - Not BID Eligible	
WD-1664	555 MAIN AVE 203	WARREN J HAGANES	1	-	Residential - Not BID Eligible	
WD-1665	555 MAIN AVE 204	JEAN M PENDLETON	1	-	Residential - Not BID Eligible	
WD-1666	555 MAIN AVE 205	EDWARD Y LIN	1	-	Residential - Not BID Eligible	
WD-1667	555 MAIN AVE 206	MICHAEL TUBBS	1	-	Residential - Not BID Eligible	
WD-1668	555 MAIN AVE 208	ANNA M SZYMANSKI	1	-	Residential - Not BID Eligible	
WD-1669	555 MAIN AVE 209	S&K DWYER FAMILY REVOCABLE TRUST	1	-	Residential - Not BID Eligible	
WD-1670	555 MAIN AVE 210	SUNNY J LEE	1	-	Residential - Not BID Eligible	
WD-1671	555 MAIN AVE 211	JOHN VANDEVEN	1	-	Residential - Not BID Eligible	
WD-1672	555 MAIN AVE 212	DONNA J WAGNER	1	-	Residential - Not BID Eligible	
WD-1673	555 MAIN AVE 213	KYLE H VANDENHEUVEL	1	-	Residential - Not BID Eligible	
WD-1674	555 MAIN AVE 214	LINDA L BOYWID, TRUSTEE	1	-	Residential - Not BID Eligible	
WD-1675	555 MAIN AVE 215	MATTHEW R CRULL	1	-	Residential - Not BID Eligible	
WD-1676	555 MAIN AVE 216	IVETE C MILLER	1	-	Residential - Not BID Eligible	
ED-756	333 N BROADWAY ST	BROWN COUNTY LIBRARY	Exempt	X3	Exempt	
WD-389-3	550 MAIN AVE	CHRIST THE ROCK CHURCH INC	Exempt	X4	Exempt	
WD-389-4	556 MAIN AVE	CHRIST THE ROCK CHURCH INC	Exempt	X4	Exempt	
WD-389-5	0 FORT HOWARD AVE	CHRIST THE ROCK CHURCH INC	Exempt	X4	Exempt	
WD-376	360 MAIN AVE	DE PERE CITY OF	Exempt	X4	Exempt	
WD-377	360 MAIN AVE	DE PERE CITY OF	Exempt	X4	Exempt	
ED-719	0 FRONT ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-769	123 N BROADWAY ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-776	0 N BROADWAY ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-788-1	0 S BROADWAY ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-793	0 FRONT ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-794	0 FRONT ST	DEPERE CITY OF	Exempt	X4	Exempt	

2023 De Pere Business Improvement District Assessments (for 2024 BID Operating Plan)						
Parcel ID	Site Address	Property Owner	Property Class	Aux Property Class	BID PROPERTY VALUE	BID ASSESSMENT VALUE
ED-796	0 FRONT ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-799	0 CHARLES ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-833-1	0 GEORGE ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-834	0 JAMES ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-835	127 N WISCONSIN ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-851	134 N BROADWAY ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-862	421 CASS ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-864	321 N WISCONSIN ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-865-1	309 N WISCONSIN ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-867	303 N WISCONSIN ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-869-1	0 WILLIAM ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-881	0 N WISCONSIN ST	DEPERE CITY OF	Exempt	X4	Exempt	
WD-917-1	0 MAIN AVE	DEPERE CITY OF	Exempt	X4	Exempt	
WD-917-2	0 MAIN AVE	DEPERE CITY OF	Exempt	X4	Exempt	
WD-933	110 THIRD ST	DEPERE CITY OF	Exempt	X4	Exempt	
ED-818	114 S WISCONSIN ST	DEPERE CITY OF MISSION SQUARE PARKING LOT	Exempt	X4	Exempt	
WD-926	340 REID ST BLK	DEPERE CITY OF NICOLET SQUARE PARKING LOT	Exempt	X4	Exempt	
WD-928	340 REID ST	DEPERE CITY OF NICOLET SQUARE PARKING LOT	Exempt	X4	Exempt	
ED-287	230 S BROADWAY ST	DEPERE CITY OF WELLS PARK	Exempt	X4	Exempt	
ED-801	0 S BROADWAY ST	DEPERE CITY OF WELLS PARK	Exempt	X4	Exempt	
ED-751	409 N BROADWAY ST	DEPERE HISTORICAL SOCIETY	Exempt	X4	Exempt	
ED-752	403 N BROADWAY ST	DEPERE HISTORICAL SOCIETY INC	Exempt	X4	Exempt	
WD-216	300 GRANT ST	SAINT NORBERT COLLEGE INC	Exempt	X1	Exempt	
WD-634	0 GRANT ST	SAINT NORBERT COLLEGE INC	Exempt	X4	Exempt	
WD-634-2	400 GRANT ST	SAINT NORBERT COLLEGE INC	Exempt	X4	Exempt	
ED-737	0 FRONT ST	WISCONSIN DEPT OF NATURAL RESOURCES	Exempt	X2	Exempt	
ED-80-3	0 S BROADWAY ST	WISCONSIN DEPT OF NATURAL RESOURCES	Exempt	X2	Exempt	
ED-957	121 S MICHIGAN ST	WISCONSIN DEPT OF TELEPHONE CO	Exempt	X4	Exempt	
WD-404-2	0 MAIN AVE	WISCONSIN DEPT OF TRANSPORTATION	Exempt	X2	Exempt	

APPENDIX D: Wisconsin Statutes Section 66.1109

Wisconsin BID Law: 66.1109 Business improvement districts.

(1) In this section:

- (a) "Board" means a business improvement district board appointed under sub. (3) (a).
- (b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.
- (c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.
- (d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.
- (e) "Municipality" means a city, village or town.
- (f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:
 - 1. The special assessment method applicable to the business improvement district.
 - 1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.
 - 2. The kind, number and location of all proposed expenditures within the business improvement district.
 - 3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.
 - 4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.
 - 5. A legal opinion that subds. 1. to 4. have been complied with.
- (g) "Planning commission" means a plan commission under s. 62.23, or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

- (a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under par. (b) has petitioned the municipality for creation of a business improvement district.
- (b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.
- (c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.
- (d) Within 30 days after the hearing under par. (c), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40 percent of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.
- (e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(2m) A municipality may annex territory to an existing business improvement district if all of the following are met:

- (a) An owner of real property used for commercial purposes and located in the territory proposed to be annexed has petitioned

the municipality for annexation.

(b) The planning commission has approved the annexation.

(c) At least 30 days before annexation of the territory, the planning commission has held a public hearing on the proposed annexation. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of a detail map showing the boundaries of the territory proposed to be annexed to the business improvement district shall be sent by certified mail to all owners of real property within the territory proposed to be annexed. The notice shall state the boundaries of the territory proposed to be annexed.

(d) Within 30 days after the hearing under par. (c), the owners of property in the territory to be annexed that would be assessed under the operating plan having a valuation equal to more than 40 percent of the valuation of all property in the territory to be annexed that would be assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property in the territory to be annexed that would be assessed under the operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property in the territory to be annexed that would be assessed under the operating plan, have not filed a petition with the planning commission protesting the annexation.

(3)

(a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.

(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include one of the following:

1. If the cash balance in the segregated account described under sub. (4) equaled or exceeded \$300,000 at any time during the period covered by the report, the municipality shall obtain an independent certified audit of the implementation of the operating plan.
2. If the cash balance in the segregated account described under sub. (4) was less than \$300,000 at all times during the period covered by the report, the municipality shall obtain a reviewed financial statement for the most recently completed fiscal year. The statement shall be prepared in accordance with generally accepted accounting principles and include a review of the financial statement by an independent certified public accountant.

(cg) For calendar years beginning after December 31, 2018, the dollar amount at which a municipality is required to obtain an independent certified audit under par. (c) 1. and the dollar amount at which a municipality is required to obtain a reviewed financial statement under par. (c) 2. shall be increased each year by a percentage equal to the percentage change between the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August of the previous year and the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August 2017, as determined by the federal department of labor. Each amount that is revised under this paragraph shall be rounded to the nearest multiple of \$10 if the revised amount is not a multiple of \$10 or, if the revised amount is a multiple of \$5, such an amount shall be increased to the next higher multiple of \$10.

(cr) The municipality shall obtain an additional independent certified audit of the implementation of the operating plan upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits and reviewed financial statements required under sub. (3) (c), or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

- (4g) A municipality may convert a business improvement district under this section into a neighborhood improvement district under s. 66.1110 if an owner of real property that is subject to general real estate taxes, that is used exclusively for residential purposes, and that is located in the business improvement district petitions the municipality for the conversion. If the municipality approves the petition, the board shall consider and may make changes to the operating plan under s. 66.1110 (4) (b).
- (4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:
- (a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.
 - (b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under par. (c) and unless the business improvement district is not terminated under par. (e).
 - (c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.
 - (d) Within 30 days after the date of hearing under par. (c), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.
 - (e) If after the expiration of 30 days after the date of hearing under par. (c), by petition under this subsection or subsequent notification under par. (d), and after subtracting any retractions under par. (d), the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.
- (5)
- (a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. 70.11 may not be specially assessed for purposes of this section.
 - (b) A municipality may terminate a business improvement district at any time.
 - (c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.
 - (d) If real property that is specially assessed as authorized under this section is of mixed use such that part of the real property is exempted from general property taxes under s. 70.11 or is residential, or both, and part of the real property is taxable, the municipality may specially assess as authorized under this section only the percentage of the real property that is not tax-exempt or residential. This paragraph applies only to a 1st class city.

History: 1983 a. 184; 1989 a. 56 s. 258; 1999 a. 150 s. 539; Stats. 1999 s. 66.1109; 2001 a. 85; 2017 a. 59, 70, 189.

Copied from: <https://docs.legis.wisconsin.gov/statutes/statutes/66/XI/1109/1/b> (accessed November 1, 2020)

Unofficial text from Wis Stats. database. See printed Statutes and Wis. Acts for official text under s. 35.18(2) stats. Report errors to the Revisor of Statutes at (608) 266-2011, FAX 264-6978.

APPENDIX E: Adopted Bylaws

BUSINESS IMPROVEMENT DISTRICT

ARTICLE I

MEMBERS

All owners of property located within the District shall automatically be members of the De Pere Business Improvement District ("BID Members.") All BID Members shall have the right to vote on any issue that is placed before the members by the Board of Directors ("BID Board".)

ARTICLE II

MEMBERSHIP MEETINGS

Section 1. Annual Meeting. An annual meeting of the membership shall be held in each calendar year at such time and place as may be determined by the BID Board for the purpose of transacting such business as may be properly brought before the meeting.

Section 2. Special Meeting. Special meetings of the membership shall be held at any time and place as may be designated in the notice of said meeting, upon call of the Chair of the BID Board.

Section 3. Notice. Email (or mail) notice of every meeting of the membership (annual or special), stating the place, date, and hour of the meeting, shall be sent to each member not less than seven (7) or more than thirty (30) days before the date of the meeting. Other interested parties shall be given such notice of meetings as the Board of Directors deem appropriate. Public Notice of all meetings of the BID Board shall be given as required under Wis. Stats. §19.84 *et seq.*

Section 4. Proceedings. Roberts Rules of Order shall govern the parliamentary procedures at all meetings when not in conflict with these Bylaws except that there shall be no minimum number of BID Members necessary to attend any meeting by a majority vote of the BID Members present.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Federal Requirement. BID Members can recommend future BID Board members appointments to the BID Board. The BID Board will provide the recommended nominations to the Mayor. The Mayor shall appoint members to the BID Board, subject to confirmation of the Common Council, members from these nominations to the BID Board. Pursuant to Wis. Stats. §66.1109(3), the BID Board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district. The BID Board shall also include a representative of the Mayor or Council. Common Council

Section 2. Responsibilities. The BID Board's shall be responsible contracting for services to implement the current year's DBID Operating Plan, contracting for preparation of an annual report and audit of the District, annually considering and making changes to the DBID Operating Plan and submitting the DBID Operating Plan for the following year to the Common Council of the City of De Pere for approval, together with all other powers granted under Wis. Stats. §66.1109 and under the DBID Operating Plan and Bylaws. These duties include the BID Board negotiating with providers of services (primarily to Downtown De Pere, Inc.) and

materials to carry out the DBID Operating Plan; entering into various contracts for services, including to monitor development activity; and to ensure the District's compliance with the provisions of applicable statutes and regulations.

Section 3. BID Board Composition. The BID Board shall consist of seven (7) members. A majority (at least 4) of the members shall be owners or occupants of real property within the District. The Board shall have the following composition:

- a. 2 Owners of property in the District.
- b. 1 representative from Service/Retail, Hospitality and Office.
- c. 1 Community representative with no property ownership or business interests within the District. The appointee shall be a resident of the City of De Pere.
- d. 1 representative of the City of De Pere, appointed by the Common Council.

Any BID Board member who because of transfer of ownership of property is no longer eligible to act as a representative shall be replaced.

Section 4. BID Board Term. Appointments to the BID Board shall be for a period of 3 years, except that initially 3 members are appointed for a period of 3 years, 2 members shall be appointed for 2 years, and 2 members shall be appointed for 1 year, each term ending on December 31 of the applicable year. The BID Board may remove, by majority vote, a BID Board member who is absent from more than 3 meetings, without valid excuse. Any BID Board vacancy (except the Mayor's or Common Council's Member) shall be filled by nomination of the Mayor.

Section 5. Compensation. The BID Board members shall receive no compensation for serving on the BID Board.

Section 6. Meetings. All meetings of the BID Board shall be governed by the Wisconsin Open Meetings Law (Wis. Stats. §19.84 *et seq.*). Meeting agendas will be provided as required under Wis. Stats. 19.84 and will be posted on the City of De Pere's website. Minutes will be recorded and submitted to the City Clerk and the BID Board. Roberts Rules of Order shall govern the parliamentary procedures at all meetings when not in conflict with these Bylaws.

Section 7. Record Keeping. Files and records of the BID Board's affairs shall be kept pursuant to the requirements of the Public Records Law (Wis. Stats. §19.35 *et seq.*) and shall be kept and maintained by the City Development Services Department.

Section 8. Staffing. The BID Board shall contract for staffing services pursuant to this DBID Operating Plan and subsequent modifications thereof. It is contemplated that such staff and services shall be contracted with Downtown De Pere, Inc., unless requested otherwise by the BID Board; the Board of Directors of Downtown De Pere, Inc. may attend all meetings of the BID Board, but are not members of the Board and do not have voting authority.

Section 9. Officers. The BID Board shall appoint a Chair, Vice-Chair, Treasurer and Secretary, any two of the three of which shall have the power to execute documents on behalf of the full BID Board, for such purposes as are authorized by the full BID Board.

Section 10. Quorum. At all meetings of the BID Board, a majority of the Board shall constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of the BID Board, the meeting shall be rescheduled.

Section 11. BID Board Powers. The BID Board shall have all the powers authorized by law, including but not limited to, the following powers:

1. To manage the affairs of the District.
2. To undertake on its own accord or to assist in development, underwriting or guaranteeing public improvements within the District.
3. To apply for, accept, and use grants and gifts for these purposes.
4. To contract on behalf of the BID with Downtown De Pere, Inc., to carry out the DBID Operating Plan under the direction of the BID Board.
5. To develop, advertise and promote the existing and potential benefits of the District.
6. To promote new investment and appreciation in value of existing investments.
7. To elect officers, and contract out work as necessary to carry out these goals.
8. To add to the beautification and/or maintenance of the District.
9. To annually consider and make changes to the DBID Operating Plan which may include termination of the BID.

It is anticipated that the BID Board will utilize the above powers in the capacity of directing and delegating to Downtown De Pere, Inc., many of its duties and responsibilities while retaining the overall authority and responsibility for such drafting and implementation of the DBID Operating Plan.

Section 12. BID Board Authority. The BID Board of Directors shall be required to conform to the DBID Operating Plan presented to and approved by the De Pere Common Council each year and shall be subject to the Wisconsin Statutes Section 66.1109 covering the Business Improvement Districts (BIDs).

ARTICLE IV **COMMITTEES**

Section 1. There shall be such standing committees as the BID Board may determine. The terms of the committees shall be for 1 year commencing at the time of the annual membership meeting.

ARTICLE V **OFFICERS**

Section 1. General. The Officers of the BID Board shall consist of a Chair, Vice-Chair, Secretary, Treasurer and such other Officers as may be deemed necessary.

Section 2. Election. Officers shall be BID Board members who shall be elected by the Board of Directors annually at the annual meeting. No BID Board member may hold more than one Office. Officers may serve more than one term if reelected.

Section 3. Powers and Duties. Except as hereinafter provided, the officers of the BID Board shall each have such powers and duties as generally pertain to their respective office, as well as those that from time to time may be conferred by the membership of the BID Board.

- A. Chair. The Chair shall preside at all business meetings. In the absence of the Chair, the Vice-Chair shall preside. The Chair may appoint other Officers to preside at meetings of the BID Board other than business meetings. The Chair shall perform such duties as are usually incumbent upon that

office, together with such other duties as may be directed by resolution of the BID Board.

- B. Secretary. The Secretary shall record and maintain in good order all minutes of all meetings and all records and correspondence of the District, and shall email copies of the minutes of each membership meeting to all members within 60 days of the conclusion of each meeting. The Secretary shall also have such duties as may be assigned by the BID Board.
- C. Treasurer. The Treasurer shall maintain in good order all financial records of the District. The Treasurer shall also have such other duties as may be assigned by the BID Board.
- D. Temporary Officers. In case of absence or disability of any Officer and of any person authorized to perform duties in the Officer's place during such periods of absence or disability, the Chair may, from time to time, delegate the powers and duties of other such Officers or to any BID Member.

ARTICLE VI

FINANCES

Section 1. Authority. Except as the BID Board may generally or in particular cases authorize the execution thereof in some other manner, all checks, drafts, and other instruments for the payment of money and all instruments of transfer of securities, shall be signed in the name and on behalf of the BID by two of the four officers.

Section 2. Financial Institution. All funds of the BID shall be deposited from time to time to the credit of the BID in such banks, trust companies, or other depositories as the BID Board may select.

Section 3. Funding Services. The BID Board may accept on behalf of the BID any contribution, gift, bequest or device for general purposes or for any special purpose of the BID.

ARTICLE VII

AMENDMENTS

Section 1. Authority. The Common Council of the City of De Pere, upon the consent of the BID Board, shall have the power to alter, amend, or repeal the Bylaws or adopt new Bylaws.

Section 2. Process. The BID Board may also annually present amendments to the Bylaws. The following process for approval of the amended Bylaws will be as follows:

- A. The BID Board will review the proposed BID Bylaws and make a recommendation to the De Pere Common Council.
- B. The Common Council will act on the proposed amended BID Bylaws.

Section 3. Generally. It is anticipated that the BID Board will continue to revise and develop the Bylaws annually, in response to changing development needs and opportunities in the District, within the purpose and objectives defined herein and in the DBID Operating Plan.

Adopted by BID Board on:

December 14, 2021

Adopted by City of De Pere Common Council on:

December 21, 2021



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

SUBJECT: Consideration and Possible Action to create a Memorandum of Understanding or Agreement with Immel Construction for the potential development of the vacant parcel at 360 Main Ave into a City-led, mixed-use redevelopment proposal that includes commercial space, underground parking, market rate, and workforce/affordable housing.

ATTACHMENTS:

- 360 Main Ave Development Memo 11072023 (PDF)
- 360 Main Ave - Development Proposal (PDF)
- 360 Main Ave Site Map (PDF)

CITY OF DE PERE MEMO



To: Honorable James Boyd, Mayor
De Pere Common Council
From: Daniel Lindstrom, Development Services Director
Date: November 7, 2023

RE: **Consideration and possible action to create a memorandum of understanding or Agreement with Immel Construction for the potential development of the vacant parcel at 360 Main Ave into a City-led, mixed-use redevelopment proposal that includes commercial space, underground parking, market rate, and workforce/affordable housing.**

Background

The City of De Pere continues to evaluate opportunities for redevelopment in the downtown area while concurrently seeking opportunities to provide workforce and affordable housing downtown. Most recently during the evaluation of the redevelopment of the former Shopko site, the Developer and the City evaluated several different iterations that could have provided workforce housing adjacent to the subject property in later phases of the project. However, the City of De Pere does not contain qualified census tracts (QCTs) to positively score for the highly competitive WHEDA Section 42 -Low-Income Housing Tax Credit program¹. Therefore, to incentivize the workforce or affordable housing, the city would anticipate the need to capitalize lost revenue to compete with market-rate apartments and meet an expected market rate of return for investors and lending institutions.

Furthermore, staff recently presented several sites in the City of De Pere to experienced affordable or workforce housing developers and several expressed similar concerns. The State and Federal tax credit programs are highly competitive. The Federal and State tax credit programs place significant weight on QCTs; therefore, a developer or investor would likely place their time, effort, and resources into preparing an application for a community that has a higher chance of success. Communities, like De Pere, are classified as high-opportunity areas and do not score as high on an application. For reference, in 2023, 38 applicants applied to the Wisconsin allocation of the Federal 9% tax credit program and only 14 were successful with an average award of \$1,215,000. Similarly, 20 applicants applied to the 2023 State 4% tax credit program and only 10 applicants were successful with an average award of \$795,000.

Staff are often asked – “Why don’t developers just build affordable housing instead of market-rate housing and expensive housing?”

In short, a developer’s job is to underwrite a project that maximizes the profits for their investors to make an expected market rate of return. Moreover, the lending institution’s job is to fund a project that is a safe investment for its investors or shareholders. Therefore, without larger tax credits or local Tax Incremental Financing Incentives (TIF) a project will not be competitive in the investor market. Local incentives for workforce or affordable housing have the added challenges of (1) typically requesting larger funding assistance associated with capitalizing lost revenue and (2) have assessed values for multi-family and mixed-use projects much lower because of the income-based assessment approach. Therefore, the greater amount of affordable or workforce units included in a project, the greater the

proportionate reduction in assessed value when compared to market-rate apartments thus limiting a local government's ability to assist in a project.

What is Workforce Housing/What is Affordable Housing?

For this discussion workforce housing is designated for those making between 61 and 80% of the Brown County Median Income based on household size. Affordable Housing is designated for those making equal to or less than 60% of the Brown County Median Income. The tables below show the income qualification per family size based on HUD Brown County's estimated county median income and the subsequent rent limits based on the annual published WHEDA rent income limits by county.

50% County Median Income									
2023 Estimated Maximum Family Income Limits at 50% of HUD Estimated 2023 County Median Income									
FAMILY SIZE COUNTY:	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
Brown County	\$ 33,450	\$ 38,200	\$ 43,000	\$ 47,750	\$ 51,600	\$ 55,400	\$ 59,250	\$ 63,050	\$ 66,850
Estimated Maximum Rent Limits at 50% 2023 County Median Income									
BEDROOM SIZE: COUNTY:			EFF.	ONE	TWO	THREE	FOUR	FIVE	SIX
Brown			\$ 836	\$ 895	\$ 1,075	\$ 1,241	\$ 1,385	\$ 1,528	\$ 1,671

60% County Median Income									
2023 Estimated Maximum Family Income Limits at 60% of HUD Estimated 2023 County Median Income									
FAMILY SIZE COUNTY:	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
Brown County	\$ 40,140	\$ 45,840	\$ 51,600	\$ 57,300	\$ 61,920	\$ 66,480	\$ 71,100	\$ 75,660	\$ 80,220
Estimated Maximum Rent Limits at 60% 2023 County Median Income									
BEDROOM SIZE: COUNTY:			EFF.	ONE	TWO	THREE	FOUR	FIVE	SIX
Brown			\$ 1,003	\$ 1,074	\$ 1,290	\$ 1,490	\$ 1,662	\$ 1,834	\$ 2,005

80% County Median Income									
2023 Estimated Maximum Family Income Limits at 80% of HUD Estimated 2023 County Median Income									
FAMILY SIZE COUNTY:	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
Brown County	\$ 53,500	\$ 61,150	\$ 68,800	\$ 76,400	\$ 82,550	\$ 88,650	\$ 94,750	\$ 100,850	\$ 106,950
Estimated Maximum Rent Limits at 80% 2023 County Median Income									
BEDROOM SIZE: COUNTY:			EFF.	ONE	TWO	THREE	FOUR	FIVE	SIX
Brown			\$ 1,337	\$ 1,433	\$ 1,720	\$ 1,986	\$ 2,216	\$ 2,445	\$ 2,673

Proposed Concept

As previously mentioned, the City of De Pere does not have any QCT for the WHEDA programs or opportunity zones for individuals to reinvest to protect from capital gains taxes. Therefore, to create affordable units in the city, a developer would have to fund a project with investors that expect a much reduced or flat rate of return, value engineering the cost of the building to as low as possible with cheaper materials, or perform renovations to existing buildings with other funding sources like the "Look- Up De Pere" local program or the recently announced WHEDA "Vacancy to Vitality" or "Restore Main Street" Programs. An alternative to encouraging infill development is for the municipality to construct and manage the project to stabilization with the potential to eventually sell the project to interested parties. This is similar to the Village of Howard with the exception is the Village of Howard constructed and manages market-rate multi-family housing.

The remainder of this memo identifies and scopes out this alternative for the Common Council to discuss.

Proposed Scope

Staff presented the idea for the City to construct, own, and contract management of a mixed-use commercial and workforce/affordable project to Immel Construction and EUA and requested a scope to outline the initial stages of feasibility. The attached scope illustrates a development proposal divided into four phases with two initial go/no-go determinations by the city. If recommended for approval, the Common Council would evaluate each phase of the project before committing to future phases.

The city would target a first-floor experienced-base commercial business, a rooftop commercial space overlooking the Fox River and St. Norbert Campus, and approximately 16 to 20 workforce/affordable units depending on the number of bedroom unit makeup (number of 1, 2, and 3 bedroom units).

Phase I Scope – Project Feasibility (\$25,000)

- Schematic design including floor plans and site plan
- Construction budget estimate
- Refinement of financial pro forma analysis
- Preliminary project schedule
- 1st go/no-go determination

Phase II Scope – Preconstruction (\$141,500)

- Design development architectural drawings
- Perform geotechnical survey and analysis
- Next level construction budget and schedule
- Key partners identified (including leasing & management)
- 2nd go/no-go determination

Phase III Scope – Preconstruction (\$140,000)

- Complete construction documents
- Competitively bid project as CMAR
- Early procurement on long lead items

Phase IV Scope – Construction (TBD)

- Apply for building permits
- Buyout and award construction contracts
- Mobilize for construction
- Construction
- FFE (furniture, fixtures, equipment) selection, procurement, installation

Funding

This proposal is based on a construction budget of \$6,000,000. With the City initiating construction with and likely potential to sell the first-floor condominium commercial space. The funding or “capital stack” for the project would come in the form of several existing funding sources that could include but is not limited to:

- De Pere Affordable Housing funds;
- State and local Brownfield funds to clean up the site contamination;
- Potentially four new programs from the recent funding bills, if eligible;
- Re-allocation of a portion of our anticipated Revolving Loan Fund to be repaid at an interest rate;
- Sales of the condominium commercial space; and
- Bank financing.

Recommendation

If recommended for concept approval, staff suggests bringing an agreement back to the Common Council for approval in the coming weeks after the Development Services Director and City Attorney draft a specific agreement with built-in review and phase triggers. Phase 1 funding would be allocated to the Housing Affordability fund. Phase 2 could be from the Housing Affordability fund, reassigned “Look-up De Pere” upper story activation, and/or TID funding.

¹ <https://www.wheda.com/globalassets/documents/tax-credits/htc/introduction-to-lihtc.pdf>

Congress enacted Section 42 of the Internal Revenue Code as part of the Tax Reform Act of 1986. The Credit replaced traditional tax benefits eliminated on multifamily real estate. The program was created to encourage production of affordable multifamily rental housing for low-to-moderate income persons. Without the Credit, cash flow from rent is often inadequate to support housing development. Tax credits increase the owner/investor down payment in a housing development by lowering mortgage and financing costs allowing lower rents.



City of De Pere Development Proposal for
360 MAIN AVE
September 12, 2023



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September 12, 2023

Dan Lindstrom
City of De Pere
335 S Broadway
De Pere, WI 54115

Dan,

Per our discussion, below is an outline of proposed phases for a new infill building at 360 Main Ave in De Pere for multifamily with ground floor commercial and underground parking:

NEW INFILL PROJECT AT 360 MAIN AVE

Phase I Scope – Project Feasibility	\$25,000
— Schematic design including floor plans and site plan	
— Construction budget estimate	
— Refinement of financial pro forma analysis	
— Preliminary project schedule	
— 1 st go/no-go determination	
Phase II Scope – Preconstruction	\$141,500
— Design development architectural drawings	
— Perform geotechnical survey and analysis	
— Next level construction budget and schedule	
— Key partners identified (including leasing & management)	
— 2 nd go/no-go determination	
Phase III Scope – Preconstruction	\$140,000
— Complete construction documents	
— Competitively bid project as CMAR	
— Early procurement on long lead items	
Phase IV Scope – Construction	TBD
— Apply for building permits	
— Buyout and award construction contracts	
— Mobilize for construction	
— Construction	
— FFE (furniture, fixtures, equipment) selection, procurement, installation	

Construction costs will be determined once the design is finalized and bid. Incorporated into the process are regular reviews and analysis to ensure the project remains on budget. Attached are proposals for architectural and civil design services.

Sincerely,



Carol Karls
Immel Construction



milwaukee : 333 E Chicago St 414.271.5350
 madison : 309 W Johnson St, Ste 202 608.442.5350
 green bay : 124 N Broadway, De Pere 920.336.9929
 denver : 1899 Wynkoop St, Ste 300 303.595.4500
 atlanta : 1401 Peachtree St NE, Ste 300 404.596.8006
 eua.com

September 1, 2023

Immel Construction, Inc.
 1820 Radisson Street
 Green Bay, WI 54302

Attn.: Carol Karls
 Dir. Preconstruction & Client Services

Re: Proposal for Planning, Architecture and Engineering
360 Main Avenue, De Pere – Mixed-Use Development

Dear Carol:

Thank you for the opportunity to provide you with this proposal for a new mixed-use urban infill project for the City of De Pere at 360 Main Avenue in De Pere, Wisconsin. We are excited to collaborate with Immel and the City on this development, to quickly advance a layout and design for redevelopment of this site.

Project Understanding

In this response, EUA is proposing to provide architectural, interior design and structural engineering services for the development, site/civil will be directly contracted by Immel. MEP/FP design will be provided in a design-build delivery by others direct to Immel. The anticipated development will encompass the entire approximately 70' x 100' parcel. The project has been initially conceived as 1 level of parking below grade, 1 level of commercial space on the ground floor and multi-family apartment units on the upper floors. The project will also include a rooftop amenity space.

This proposal is based on a construction budget of \$6M. Immel Construction will act as the Developer. Ultimately, ownership will be with the City of De Pere and potentially condominium ownership of the commercial space. It is our understanding that the project is ready to proceed immediately into schematic design upon authorization of this proposal, and detailed design/construction would follow pending City "go/no-go" authorization after schematic pricing and pro-forma analysis.

Project Services

It is necessary for us to state the scope of services that have been requested and that we are proposing to offer. The following is our understanding of the desired services and the scope therein.

Architectural and Interior Design and Documentation

EUA will provide architectural planning and design services

Structural Engineering Design and Documentation

EUA will provide Structural design and engineering services

Construction Administration

During construction, EUA will answer questions and make interpretations and clarifications of the documents to facilitate construction. Much of the work in this phase includes:

- One (1) review of shop drawings for conformance with the design
- Bi-Weekly construction meetings attended virtually
- Responses to contractor questions and requests for information (RFI)
- Provide construction bulletins as necessary



- One (1) site visit every other month over a construction duration of 12 months (7 site visits total), which includes one (1) punch list walk-through to establish substantial and final completion

The following list of services identifies those provided by professionals other than EUA in executing the project if necessary. These services, if required, will be contracted independently of the EUA contract.

- HVAC, Plumbing, Electrical, and Fire protection Engineering
- Site/Civil design and engineering
- TI buildout for commercial space(s)
- Furniture, fixtures and equipment selection, specification and procurement
- Interior and exterior signage, environmental graphics and design
- Telecommunications, data, A/V and security systems cabling, devices and hardware

Any services not outlined above as part of the scope of this proposal, including the list below, are not included and are additional services. The following services may be available for the project at your request. Fees for these services can be negotiated on an individual basis.

- Acoustical engineering
- Site visits in excess of the frequency, number, or construction duration identified above
- Multiple bid packages
- Design revisions required by Immel/City after approvals have been made at any stage in the design, documentation, and construction process
- LEED Certification and design compliance
- Life cycle cost and energy analysis
- Furniture consulting, coordination and procurement
- Experiential graphic design, procurement and branding
- Architectural renderings, animations and/or video production

Project Schedule

We are prepared to begin Schematic Design as early as September 5, 2023, schematic design to take approximately 6 weeks.

Project Deliverables

The deliverables for your project include:

Schematic Design

Life safety / Code review

Schematic design concept (1/8" scale)

Schematic site use plan

3d building massing and conceptual exterior design/precedent imagery

Design Development/Construction Documents

Design development layouts (1/8" scale)

MEP/FP written basis of design to aid MEP/FP design-builder selections

Construction drawings/documents that accurately and fully describe the work and are suitable for bidding and construction.

Submittal to the City of De Pere/State of Wisconsin as necessary for approval.

Construction Administration

Addenda, if required

Responses to RFI's submitted by the contractor

Field reports for site visits made

Electronic as-builts

Immel Construction
360 Main Avenue Mixed-Use Development
September 1, 2023



Project Team

This initiative will be led by Michael Babbitts, AIA, with Stephanie Wetzel, IIDA, assisting. Other relevant staff will be used as necessary.

Project Fee

Our fees are typically broken into two categories:

Professional Services: These fees are for the services rendered by our staff members. Professional fees are based on time (typically hourly) spent performing the work and a unit rate for each person.

Reimbursable Costs: These consist of direct costs for printing, drawing reproduction, copying, postage, travel, etc. Also included as a reimbursable cost are the fees associated with state and local plan review and approval. Direct and approval fees are estimated and invoiced at the actual expense plus 10%.

Our fees are presented as a lump sum and are broken down as follows:

Professional Services Fee

Schematic Design	\$20,000	
Design Development	\$130,000	
Construction Documents	\$130,000	
Construction Administration	\$50,000	
Total Professional Fee	\$330,000	Lump Sum

Reimbursable Costs (estimated)

Direct Costs	\$3,000	Actual Cost + 10%
Approval Fees	\$1,500	Actual Cost + 10%

The Professional Services Fee above has been determined by assuming a total construction cost of \$6.0M. An increase in actual construction costs from this estimate of more than five percent (5.0%) will require an adjustment to our fee.

Authorization

If you agree with this proposal, please return a signed copy of this proposal. Upon acceptance of this proposal, we will begin services and author a formal AIA contract for your review and signature.

If you have any questions or if we can provide any additional information, do not hesitate to contact me.

Respectfully Submitted,

Brian Netzel, AIA
Studio Director

Authorization:

Carol Karls
Dir. Preconstruction & Client Services

Attachment: EUA's Standard Terms and Conditions



EUA's Standard Terms and Conditions

These Standard Terms and Conditions are material terms of the Letter of Agreement proposed on August 17, 2023 (Agreement) by and between EUA and Immel Construction, Inc. (Client).

Standard of Care: Services provided by EUA shall be consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under similar circumstances.

Additional Services: Services requested or required beyond the scope of the basic services shall be additional services and shall be compensated on an hourly basis or for a negotiated fee. EUA shall notify the Client of the need for additional services and obtain written approval in advance of providing the services. If necessary to avoid a delay in the project schedule EUA shall provide additional services prior to receiving the Client's written approval, notifying the Client promptly. If the Client elects not to have EUA continue with the additional services, the Client shall notify EUA in writing; however, EUA shall be compensated for the additional services completed to the date of notice.

Reimbursable Expenses: Reimbursable expenses include printing, plotting, deliveries, mileage, permit fees, and other similar project related expenses and are not included in the contract fee. Reimbursables will be billed at cost times 1.1.

Licensing / User Fees: Licenses and fees for use of building information modeling, collaboration, construction management, file share/management, or other such software or services, the use of which is required by the Client and dedicated exclusively to this Project, except where EUA and EUA's consultants already maintain licenses or pay fees for such software or services, are a Reimbursable Expense.

Invoicing & Payment: Invoices will be sent monthly with payments due within thirty (30) days of the invoice date. Payment shall not be contingent upon any third-party financial agreements. Invoices outstanding past thirty (30) days will accrue interest at a rate of one and one-half percent (1.5%) per month. Invoices outstanding past sixty (60) days shall be cause for suspension or termination of services.

Building Information Modeling: EUA shall utilize building information modeling on the Project for the sole purpose of fulfilling its obligations set forth in this Agreement without an expectation that the model will be relied upon by the Client or the Client's other consultants or contractors. Any use of, or reliance on, all or a portion of a building information model shall be at the using or relying on party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

Design Contingency: At the start of project design EUA recommends the Client establish a design contingency of at least 5% of the overall construction cost. This contingency is established to resolve unforeseen issues during initial design and any additional project costs due to information or aspects of the Project not known or otherwise excluded at the time the initial project budget was established.

Construction Contingency: At the start of construction, EUA recommends the Client establish a construction contingency of at least 5% to cover changes in site conditions, gas, telephone, and electrical connection costs, dimension variances, construction variances, changes in Client needs, upgrading of materials, code compliance, coordination, and similar. A contingency of 10% is recommended in fast track or remodeling projects.

Project Suspension or Delay: EUA shall be compensated for services performed prior to notice of a suspension or delay. When the Project is resumed, EUA shall be compensated for expenses incurred in the interruption and resumption of EUA's services. EUA's fees for the remaining services and the time schedules and deadlines shall be equitably adjusted. EUA's services, compensation, and schedule under this Agreement have been developed based upon the available or expected project schedule. Deviation from such available or expected project schedule, or any unplanned suspension or delay, may have a substantial impact on EUA's staffing, consultants, and proposed sequence of services. In addition to the terms under this section, in the event of a material suspension or delay, including any unplanned suspension or delay, not the sole fault of EUA, EUA reserves the right to make changes to the original project team, including consultants, as EUA deems necessary. Changes necessary to accommodate deviations to the available or expected schedule and services impacted thereby may be subject to Additional Services or adjustment in EUA's compensation.

Construction Administration: If the Project includes construction, EUA shall provide construction administration site visits appropriate to the Project or as defined in the Agreement. EUA shall become generally familiar with the progress and quality of the portion of the work completed, and determine, in general, if the work observed is being performed in



a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. EUA shall not be required to make exhaustive or continuous on-site inspections.

Construction Means and Methods: EUA shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall EUA be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

Construction Cost: For projects where EUA's compensation is a percentage of the construction cost of the Project, the construction cost is hereby defined to include the total cost to the Client to construct all elements of the Project designed or specified by EUA (including project alternates); the contractors' general conditions costs, overhead, and profit; and costs for land surveys and geotechnical services.

Furniture, Fixture, and Equipment (FFE): Furniture, fixture, and equipment will also be considered part of construction cost identified above, if those items were specified or coordinated by EUA, unless a separate fee for those services is identified elsewhere in this Agreement.

Existing Conditions: EUA shall utilize documentation regarding existing conditions furnished by the Client and EUA shall be entitled to rely on the accuracy and completeness of the information provided. If the existing conditions materially differ from the documentation furnished by the Client, EUA shall have no responsibility for any costs or expense incurred by the Client as a result of the differing conditions. If EUA is required to make changes to EUA's instruments of service, the Client shall compensate EUA for such services as an Additional Service. The Client will indemnify, defend, and hold harmless EUA from and against all claims against EUA arising out of or related to the condition of any existing buildings.

Instruments of Service: EUA shall retain ownership and all common law, statutory, and other reserved rights, including copyrights, in and to all instruments of services developed by EUA including drawings, specifications, digital models, and other documents. Use of the instruments of services by the Client without EUA's written consent shall be at the Client's sole risk. The Client agrees to indemnify, defend, and hold harmless EUA and its consultants from all costs and expenses, including reasonable attorney's fees from such unauthorized use.

Dispute Resolution: The Client and EUA agree to address any claims or disputes through direct discussion between the parties. If an agreement is not reached through direct discussion, parties agree to non-binding mediation. If the claim or dispute is not resolved through mediation, the method of binding dispute resolution shall be arbitration. Mediation and arbitration shall be administered by the American Arbitration Association unless otherwise agreed between the parties.

Indemnification: The Client shall indemnify and hold EUA and EUA's Consultants and their respective officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Client, its employees and its consultants, or breach of these terms. The Client's obligation to indemnify and hold EUA and EUA's Consultants and their respective officers and employees harmless does not include a duty to defend.

EUA shall indemnify and hold the Client and the Client's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of EUA, its employees and its consultants in the performance of professional services under this Agreement. EUA's obligation to indemnify and hold the Client and the Client's officers and employees harmless does not include a duty to defend.

Limitation of Liability: Neither EUA, EUA's consultants, nor their officers, employees, or agents shall be jointly, severally or individually liable to the Client or any other person in excess of the compensation to be paid pursuant to this Agreement for any claim arising out of or relating to any act or omission, including but not limited to breach of contract or negligence.

Assignability: Neither the Client nor EUA shall assign this Agreement without the written consent of the other.

Termination: EUA or the Client may terminate this Agreement upon not less than seven (7) days written notice for convenience and without cause. EUA shall be paid all sums due for work completed prior to notice of termination.



Immel Construction
360 Main Avenue Mixed-Use Development
September 1, 2023

Survivability: In the event any term, provision, or condition of this Agreement shall be held to be void or otherwise unenforceable under the law governing this Agreement, the remaining terms, provisions, and conditions shall remain valid and binding upon the parties. One or more waivers by either party of any term, provision, or condition shall not be construed by the other party as a waiver of subsequent breach of the same by the other part.

Acceptance of Terms: If the Client provides verbal or written notification to proceed other than signing this Agreement the Client agrees to be bound by terms and conditions stated herein in their entirety.

Billing Rates: Services provided on an hourly basis will be billed based on EUA's hourly billing rates in effect at the time the services are provided. EUA's billing rates are subject to periodic change.

Release of Documents: EUA shall not release documents for any reason or under any circumstances without first having received a signed Agreement from the Client.

Integrated Agreement: This Agreement represents the entire and integrated Agreement between EUA and Client and supersedes all prior representations or agreements, written or oral. If the Client issues a purchase order or other document for services provided by EUA, it shall be for the Client's administrative purposes only and its terms and conditions will not be of any force or effect against EUA.

Governing Law: This Agreement and any disputes in connection with this Agreement shall be governed by the laws of the State of Wisconsin without regard to said state's choice of law rules.



400 Security Blvd, Suite 1
Green Bay, Wisconsin 54313
(920) 434-9670 phone
(920) 434-9672 fax
www.vierbicher.com

September 11, 2023

Carol Karls
Immel Construction
1820 Radisson St.
Green Bay, WI 54302

Re: Agreement to Provide Surveying and Civil Engineering Consulting Services

Dear Carol,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Surveying and Civil Engineering Services to Immel Construction (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The project consists of Site / Civil design and Topographical Survey for a new building located on Parcel WD-377 & WD-376, 360 Main Ave. in the City of De Pere.

II. SCOPE OF SERVICES

A. General

1. Site Plan. We will finalize a site design based on preliminary designs coordinated with Immel. The site plan will show the building, all site statistics and all improvements to the site. We will design the site to meet the City of De Pere ordinances.
2. Grading and Erosion Control Plans. A grading and erosion control plan will be developed to adequately drain the site. This plan will show all proposed site improvements, the existing and proposed site grading, and all erosion control practices required by the City.
3. Landscape Plan. A landscaping plan will be provided showing the requirements of the City.
4. Utility Plan/DSPS Submittal. We will submit site utilities to DSPS for state approval. Submittal fees are reimbursable at cost. Price is unknown until lateral sizes are determined.
5. DNR WRAPP Permit (formerly NOI). NOI should not be required because the limits of disturbance will be under 1 acre.
6. Wetland Issues. There are no mapped wetlands in the areas of construction. There are no Wetland Indicator soils. We do not anticipate a wetland delineation being required.

7. Submittal to the City of De Pere. We will coordinate with you the submittal to the City. Submittal fees **are not** covered in this proposal (reimbursable).
8. Meetings and Correspondence. This proposal includes 1 meeting with Immel, 1 meeting with the City, 1 preconstruction site visit, and all meetings with the City along with all telephone/e-mail correspondence during the design and construction phases of the project.
9. Topographic/Boundary Survey per Request for Proposal.

B. Specific Services Provided by Consultant

1. Topographical Survey
2. Plan set will include but is not limited to a Site Plan, Grading Plan, Erosion Control Plan, Utilities Plan, and Detail Sheets.
3. City Site Plan approval

C. Additional Services if Requested by Client

If requested by Client, Consultant is prepared to provide the following additional services:

1. Coordination of soil borings required for structural design.

NOTE: These services are not part of this Agreement. A separate Agreement or Amendment to this Agreement will be necessary to formally contract for this work.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Agreement" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

- A. Wetland Delineation, (if required)
- B. Stormwater Management, (if required)
- C. Stormwater test pits (if required)
- D. Application/Permit Fees

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. Architectural floor plan and Foundation Plan
- B. Application/Permit Fees

V. SCHEDULE

- A. This Agreement is based upon the following anticipated schedule:

September 11, 2023
Page 3 of 4

<u>Activity</u>	<u>Date</u>
1. Authorization to Proceed	to be determined

VI. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Tonya Wagner, Project Leader. David Meister, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Tonya Wagner.

The Client designates Carol Karls as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VII. FEES

A. The \$8525 fee to provide the scope of services described herein is:

- | | | |
|----|---|--------|
| 1. | Design Development (Site Layout and Grading to ensure project viability) | \$1500 |
| 2. | Boundary & Topographic Survey | \$2725 |
| 3. | Construction Documents (Final Drawings, DSPS Permits, City Permits) | \$3300 |
| 4. | Construction Administration (Shop Drawings & Construction Support) | \$1000 |

B. These fees assume that the work will be completed within the time frame set forth by the client. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

VIII. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Green Bay office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,

Tonya Wagner, P.E.

Enclosure: General Terms and Conditions

September 11, 2023
Page 4 of 4

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Carol Karls
Immel Construction
1820 Radisson St.
Green Bay, WI 54302

Date

Witness

Consultant



Tonya Wagner
Vierbicher Associates, Inc.
400 Security Blvd, Suite 1
Green Bay, Wisconsin 54313

September 11, 2023
Date

Witness

© 2023 Vierbicher Associates, Inc.

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, geotechnical investigations, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.
- J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

5. Additional General Considerations (for projects involving construction)

- A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

9. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

10. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the net fee received by the Consultant, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.
 - B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
 - C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.
- All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

11. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the

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construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

12. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

13. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

14. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

15. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

16. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

18. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

19. No Express or Implied Warranty

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

20. Damages Waiver

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

21. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

22. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

- 1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
- 2) By Consultant
 - a) Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b) Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

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- c) Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

23. Force Majeure/Project Schedule

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

24. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

25. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

26. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant

specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

28. Authority

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.



CONTACT

Carol Karls

Director of Preconstruction
& Client Services
carolka@immelconstruction.com
(920) 406-0159

1820 Radisson Street
Green Bay, WI 54302

920.468.8208



www.immelconstruction.com



360 Main Ave - Site Map

City of De Pere

0 0.005 0.01 0.02 0.03 0.04 Miles



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File Path:

Data Source:



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to accept De Pere Baseball proposal to improve Gandrud Field.

The Board of Park Commissioners, at the October 19, 2023 meeting, approved accepting a request from De Pere Baseball to make improvements to Gandrud Field at Southwest Park. These improvements are valued at \$2,000. The motion was approved unanimously, with a 5-0 vote.

ATTACHMENTS:

- Memo.Gandrud Field Improvements (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Date: October 19, 2023

RE: Gandrud Field improvements

De Pere Baseball is proposing improvements to Gandrud Baseball field in the amount/value of about \$2,000. They are working with the Wisconsin Timber Rattlers and their field crew to come in and top dress the infield and clean up all the edges (infield/outfield lips).

Staff would recommend the accepting De Pere Baseballs Proposal.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to approve change order #4 for the Nelson Family Pavilion to upgrade electrical service to 400-amp, funded from the Nelson Family Pavilion Fund.

ATTACHMENTS:

- Council Memo.Nelson Change Orders 4 and 5 (PDF)
- NFP Change Order #4 (PDF)

CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki
Date: November 7, 2023

RE: Nelson Pavilion Change Orders

Two change orders are being proposed to the City Council related to the Nelson Pavilion. Due to the timing required for the material ordering and delivery, we are bringing the items directly to council.

Change Order #4 – This change order is for an increase of \$21,873 and is to upgrade the service from a 200-amp service to a 400-amp service. Our design specifications called for keeping the 200-amp service, however discussing with several entities it is felt the 200-amp service would be very light in hosting larger productions or bands. Upgrading to a 400-amp service now will cost significantly less than if we choose to do it at a later date.

Change Order #5 – This change order is for an increase of \$2,165 and is to extend conduit from the proposed stopping point in our plans to the City's fiber hub a short distance away. This request comes from our IT Director to provide the best option for providing internet service to the building.

Both change orders are proposed to be funded by the Nelson Pavilion Project funding.

SECTION 00 63 63
CHANGE ORDER

1.10.b

No. 4
Date of Issuance: October 24, 2023 Effective Date: 10/24/2023
Owner: City of De Pere
Project: Nelson Family Pavilion
Contractor: IEI General Contractors Date of Contract: September 7, 2023

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Cost to upgrade service to 400amp and company switch to 200 amp.

Attachments (list documents supporting change): _____

CHANGE IN CONTRACT PRICE: Original Contract Price: <u>\$1,518,281.00</u> [Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No: <u>3</u> <u>\$132,944.00</u> Contract Price prior to this Change Order: <u>\$1,651,225.00</u> Increase of this Change Order: <u>\$21,873.00</u> Contract Price incorporating this Change Order: <u>\$1,673,098.00</u>	CHANGE IN CONTRACT TIMES: Original Contract Times: ☐ Working Days ☒ Calendar Days Substantial Completion (days or date): _____ Ready for Final Payment (days or date): _____ [Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> Substantial Completion (days): _____ Ready for final payment (days): _____ Contract Times prior to this Change Order: Substantial Completion (days): _____ Ready for final payment (days): _____ [Increase] [Decrease] of this Change Order: Substantial Completion (days): _____ Ready for final payment (days): _____ Contract Times with all approved Change Orders: Substantial Completion (days): _____ Ready for final payment (days): _____
ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to approve Change Order #5 for the Nelson Family Pavilion to bore fiber optic conduit under the Fox River Trail to existing fiber box, funded by the Nelson Family Pavilion Fund.

ATTACHMENTS:

- Council Memo.Nelson Change Orders 4 and 5 (PDF)
- NFP Change Order #5 (PDF)

CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki
Date: November 7, 2023

RE: Nelson Pavilion Change Orders

Two change orders are being proposed to the City Council related to the Nelson Pavilion. Due to the timing required for the material ordering and delivery, we are bringing the items directly to council.

Change Order #4 – This change order is for an increase of \$21,873 and is to upgrade the service from a 200-amp service to a 400-amp service. Our design specifications called for keeping the 200-amp service, however discussing with several entities it is felt the 200-amp service would be very light in hosting larger productions or bands. Upgrading to a 400-amp service now will cost significantly less than if we choose to do it at a later date.

Change Order #5 – This change order is for an increase of \$2,165 and is to extend conduit from the proposed stopping point in our plans to the City's fiber hub a short distance away. This request comes from our IT Director to provide the best option for providing internet service to the building.

Both change orders are proposed to be funded by the Nelson Pavilion Project funding.

SECTION 00 63 63
CHANGE ORDER

1.11.b

No. 5
Date of Issuance: October 24, 2023 Effective Date: 10/24/2023
Owner: City of De Pere
Project: Nelson Family Pavilion
Contractor: IEI General Contractors Date of Contract: September 7, 2023

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Cost to bore Fiber optic conduit under Fox River Trail to existing fiber box. Original drawings showed termination to the west side of FRT.

Attachments (list documents supporting change): _____

CHANGE IN CONTRACT PRICE: Original Contract Price: <u>\$1,518,281.00</u> [Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No: <u>4</u> <u>\$154,817.00</u> Contract Price prior to this Change Order: <u>\$1,673,098.00</u> Increase of this Change Order: <u>\$2,165.00</u> Contract Price incorporating this Change Order: <u>\$1,675,263.00</u>	CHANGE IN CONTRACT TIMES: Original Contract Times: ☐ Working Days ☒ Calendar Days Substantial Completion (days or date): _____ Ready for Final Payment (days or date): _____ [Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> Substantial Completion (days): _____ Ready for final payment (days): _____ Contract Times prior to this Change Order: Substantial Completion (days): _____ Ready for final payment (days): _____ [Increase] [Decrease] of this Change Order: Substantial Completion (days): _____ Ready for final payment (days): _____ Contract Times with all approved Change Orders: Substantial Completion (days): _____ Ready for final payment (days): _____
ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action on request to reduce rental fee for the Holiday Light Show at Brown County Fairgrounds.

ATTACHMENTS:

- Council Memo.Fairgrounds LIght festival (PDF)

CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki
Date: November 7, 2023

RE: Holiday Light Show Display/Brown County Fairgrounds

Organizers of a new special event are planning to use the Brown County Fairgrounds this year for the purpose of hosting a holiday light show. They are asking for consideration in a reduced fee for renting/using the property De Pere owns. The reason this item is coming before you is due to the organizers being informed just recently of the rental fee and use of our property, timing of our meetings, and timing of their event.

Background: It is our understanding that the organizers were just recently informed by Brown County they would be required to rent our side of the Fairgrounds property. They were originally informed they would not have to pay. I believe part of this reason is because the City and Brown County have been working on a proposed lease that would provide the administration and oversight of the fairgrounds property to the Brown County Parks Department. The lease agreement has not been approved yet and we remain quite a bit away from doing so.

Below is a map they are proposing to use on busy days (most likely weekends). On non-busy days (weekdays), they would propose entering our gate and immediately turning left along the fence.



The event starts on November 24th and runs through December 31. Times are 4:30 – 10:00 pm. Our normal rental rate would be \$200 for every half-day rental. The organizers are asking for consideration to rent the facility for \$100/day.

I have asked the representative of the event to be in attendance to answer any questions you may have.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage License for De Pere Deacons Hockey Team, Inc. (DBA De Pere Deacons Hockey Team), 1450 Ft. Howard Av. Submitted by De Pere Deacons Hockey Team, Inc. Agent: David E. Lepp, Green Bay, WI.

ATTACHMENTS:

- De Pere Deacons Hockey Class B Beer Application 11.7.23 (PDF)

Renewal Alcohol Beverage License Application

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

For the license period beginning: 11.01.23 ending: 05.01.24
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of Delaune

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

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last) <u>LEPP</u>	(First) <u>DAVID</u>	(Middle Name) <u>EDWARD</u>	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company <u>DELAUNE DRACONS HOCKEY TEAM, LLC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises)
--	--

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

Agent Last Name <u>LEPP</u>	(First) <u>DAVID</u>	(Middle Name) <u>EDWARD</u>	Home Address (Street, City or Post Office, & Zip Code)
--------------------------------	-------------------------	--------------------------------	--

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

President / Member Last Name <u>LEPP</u>	(First) <u>DAVID</u>	(Middle Name) <u>EDWARD</u>	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>NATHAN</u>	(First) <u>GALE</u>	(Middle Name) <u>FRANCIS</u>	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name DELAUNE DRACONS HOCKEY TEAM, LLC Business Phone Number 920.660.0933
- Address of Premises 1450 FT. HOWARD AV Post Office & Zip Code DELAUNE, WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1ST AND SECOND FLOORS @ DELAUNE ICE ARENA

Applicant's Wisconsin Seller's Permit Number <u>EXEMPT</u>	
FEIN Number <u>460893404</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30.00</u>
TOTAL FEE	\$ <u>30.00</u>

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? **Exempt Per Canale** ... ☐ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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

Contact Person's Name (Last, First, M.I.) LEPP DAVID EDWARD	Title / Member MEMBER	Date 9.17.23
Signature <i>David E Lepp</i>	Phone Number 920.660.0933	Email Address dlepp@7kw@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 9/15/23	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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

PARTNERSHIPS:

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

CORPORATIONS:

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

LIMITED LIABILITY COMPANY:

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

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

DISCRIMINATION CLAUSE – (City of Milwaukee only)

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

Complete, sign and return this form to the clerk.

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

CONVICTIONS

1. NAME NONE STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____ DATE _____



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on an application for a Class "A" Fermented Malt Beverage and "Class A" Intoxicating Liquor License for RSL Petroleum LLC (DBA Lawrence Food Mart), 1017 4th St. Submitted by RSL Petroleum LLC, Agent: Lok Bhatta, Manitowoc, WI.

The agent for this application has been approved, but the police chief was unable to sign off before the publication deadline as he is currently out of the office.

ATTACHMENTS:

- RSL (Lawrence Food Mart) Class A Combo Application 11.7.23 (PDF)

Form
AT-106Original Alcohol Beverage
License Application

FOR CLERKS ONLY

Municipality

License Period

License(s) Requested

- ☒ Class "A" Beer \$ _____ ☒ "Class A" Liquor \$ _____
- ☐ Class "B" Beer \$ _____ ☐ "Class B" Liquor \$ _____
- ☐ "Class C" Wine \$ _____ ☐ "Class A" Liquor (Cider Only) \$ 0
- ☐ Reserve "Class B" Liquor \$ _____ ☐ "Class B" (Wine Only) Winery \$ _____

License Fees	\$
Publication Fee	\$ 30.00
Background Check	\$
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)

RSL Petroleum LLC

2. Trade Name or DBA

Lawrence Food Mart

3. Premises Address

1017 4th Street

4. County

Brown

5. Municipality

De Pere

6. Aldermanic District

7. Mailing Address (if different from premises address)

8. FEIN

93-3624309

9. Wisconsin Seller's Permit Number

456-1031495694-04

10. Premises Phone

920-336-4275

11. Premises Email

Lokraj.bhatta@yahoo.com

12. Entity Type (check one)

- ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.

- inside the building
- inside the cooler
- on the floor

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate ☐ Yes ☒ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No
If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only

1. State of Registration Wisconsin		2. Date of Registration Sept 27, 2023
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors ☐ Yes ☒ No		
Name of Parent Company		FEIN of Parent Company
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name Bhatta	Agent's First Name Lok	Phone 920-316-2610

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
Bhatta	Lok Raj	Owner	920-316-2610

Part E: Attestation

Who must sign this application?

- sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature L. Bhatta		Date 10/02/23
Name (Last, First, M.I.) Bhatta Lok Raj		
Title Owner	Email Lokraj.bhatta@yahoo.com	Phone 920-316-2610

Part F: For Clerk Use Only

Date application was filed with clerk 10/13/23	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on the request by Steven Lujan to appear before the License Committee regarding the denial of his operator license application.

ATTACHMENTS:

- Alcohol Beverage Licenses - Enforcement Policy Guidelines - final copy (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 7, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Resolution #23-118 Disallowance of Claim (Oscar Mendoza Quinones).

ATTACHMENTS:

- Reso23-118 (PDF)
- Mendoza Quinones_liability claim form (PDF)
- Mendoza Quinones_repair estimate (PDF)
- photo (PDF)
- Mendoza Quinones_EMCC denial letter (PDF)

RESOLUTION #23-118

DISALLOWANCE OF CLAIM
(Oscar David Mendoza-Quinones)

WHEREAS, a Notice of Claim by Oscar D. Mendoza Quinones, 407 South Saint Bernard Drive, De Pere, Wisconsin 54115 ("Claimant"), was filed in the office of the City Clerk pursuant to a Liability Claim Form dated September 21, 2023, alleging property damage to Claimant's vehicle in the amount of \$595.21, when an officer of the De Pere Police Department searched his vehicle during a traffic stop on July 20, 2023; and

WHEREAS, such Notice and Claim further alleges that during the vehicle search the glove compartment separated from the dash when the officer attempted to open it and was damaged beyond repair; and

WHEREAS, this matter has been reviewed by the City's liability insurance carrier, EMCASCO Insurance Company (EMC), whose investigation determined that the City was not negligent or legally responsible for the damages based upon the fact that the vehicle at issue is over 20 years old and the officer used due care in attempting to open the glove compartment when it simply pulled away from the dash.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The claim submitted by Oscar David Medoza-Quinones be, and the same is hereby denied, and that no action on this claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED THAT:

A copy of this Resolution be forwarded to the Claimant, Paul Kurowski, as a Notice of Disallowance.

BE IT FURTHER RESOLVED THAT:

Resolution #23-118

Page 2 of 2

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 7th day of November, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____



Liability Claim Form

City of De Pere

Please fill out the form completely and return to the City Clerk's office
via e-mail to cdanen@deperewi.gov,
or by mail to 335 S. Broadway, De Pere, WI 54115

CLAIMANT INFORMATION

Claimant Name: Oscar D Mendoza Quinones
 Address: 407 S Saint Bernard DR De Pere WI
54115
 Phone Number(s): 863-557-0855
 E-mail Address: agueybana1493 @ GMail .COM

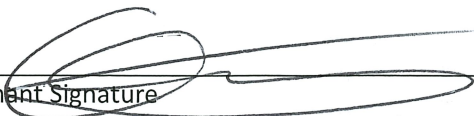
INCIDENT INFORMATION

Date & Time of Incident: 7/20/23 7:59 PM
 Location of Incident: 32 South at Front St.
 Total Amount of Claimed Damages: 595.22 (Attach itemized invoices/estimates)

Please provide a detailed description of the incident in the space below (attach additional sheets if necessary).
 For personal injury, indicate the nature of the injury, whether or not medical attention was provided and list the name of the physician/hospital. Also identify any witnesses to the incident.

When officer was searching the vehicle
he tried to open the Glove Box and
pulled it open and broke the whole
compartment off breaking the plastics and
can't be mounted back.

In signing this Liability Claim Form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.


 Claimant Signature
 (parent/guardian if claimant is under 18)

7-21-23
 Date

Welcome Logan Rosera | Sign Out | Broadway Volkswagen(402641) - Wisconsin(402) | Your Shopping Cart (0) \$0.0

Part Information 1J1880882D A94| LID

Part Information 1J1880882D A94|
LID

PARTS

EXTENDED

Division

Drop Ship

VW

No

Dealer Price - Suggested Retail Price

\$283.55

Upper Order Limits Blocks

No

Returnable Package UOM

Yes

1

D2D Eligible RED Order Only

Yes

No

Core Core Price

N/A

N/A

Direct Exchange Part

No

Part
Comments

Supersession Type Supersession Indicator(s)

Dropped without replacement; no longer available once stock is depleted

A K O

PARTS discontinued.

Labor: 1.05

Quantity 1

Add to Cart



Division	Drop Ship
VW	No
Dealer Price	Suggested Retail Price
	\$311.67
Upper Order Limits	Blocks
No	
Returnable	Package UOM
Yes	1
D2D Eligible	RED Order Only
Yes	No
Core	Core Price
N/A	N/A





September 5, 2023

Oscar Mendoza Quinones
407 S. Saint Bernard Dr.
DePere WI 54115

Re: Claim Number: 1799952
Insured: City of DePere
Date of Loss: 07/20/23

Dear Mr. Mendoza Quinones

We have given consideration to the facts concerning the above event and have determined that our insured was not liable for this occurrence. In the absence of legal liability, we respectfully must decline an offer of settlement.

You reported that the glove compartment box to your vehicle was pulled out of the dash when the officer was searching your vehicle. The vehicle is over 20 yrs. old and the officer claims he simply opened the glove compartment when it came away from the dash. Based on these facts we are denying any liability on the part of our insured for this event.

Should you have any further questions or comments, please feel free to give me a call direct at (800) 732-5595 ext. 1394 between the hours of 8:00 a.m. and 4:30 p.m.

Sincerely,

Pam Baechle | Sr. Claims Adjuster
EMC Insurance Companies
Pam.a.baechle@EMCins.com

P.O. Box 712 | Des Moines, IA 50306-0712 | 513.380-1394 direct | 800.732.5595 ext. 1394 | 888-992.1801 Fax

Employers Mutual Casualty Company
EMCASCOS Insurance Company
EMC Reinsurance Company

Illinois EMCASCOS Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Appointments to the Sustainability Commission by Mayor Boyd.

ATTACHMENTS:

- Appointment Memo_Nov 2023 (PDF)

Memo

City of De Pere

To: City Council Members
From: James Boyd, Mayor
Subject: Appointments to the Sustainability Commission
Date: November 7, 2023 (meeting date)

I am submitting the following names for appointment at the November 7, 2023 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have an issue with the appointments.

Rachel Weber

Rachel is pursuing a bachelor's degree in Environmental Policy and Planning at UWGB. She has a strong desire to positively affect the environment, starting from her community outward. Currently an intern with the Clean Water Action Council, she has learned the aspects of organizing public participation and the efforts involved in garnering community support and engagement. Her goal in working with the Sustainability Commission is to inspire the community to consider and remediate their effects on the environment through collective actions.

Hope Dragseth/Teen Advisor

Hope is currently a senior at De Pere High School. She has always been intensely concerned with the wellbeing of the environment, and throughout her time in high school has dedicated her time volunteering with sustainable organizations including the Conservation Corps and Fox-Wolf Watershed Alliance. The spring of her junior year she took the information she had learned from volunteering with these organizations and started an environmental club at her school. This club aims to teach other students about sustainability and help the school and community be a more environmentally friendly place. So far the club has successfully implemented a composting system and aluminum can recycling system. She hopes to continue working with sustainability in the future as well as major in environmental science in college.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 11-7-23 VOUCHERS (PDF)

11/02/2023 1:04 PM

A/P HISTORY CHECK REPORT

PAGE: 1

VENDOR SET: 01 City of De Pere

BANK: * ALL BANKS

DATE RANGE: 10/18/2023 THRU 11/07/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9085	WI DEPT OF REVENUE							
C-CHECK	WI DEPT OF REVENUE	VOIDED	V 10/25/2023			103974		1,000.00CR
C-CHECK	VOID CHECK		V 11/07/2023			104234		
C-CHECK	VOID CHECK		V 11/07/2023			104241		
C-CHECK	VOID CHECK		V 11/07/2023			104242		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	4 VOID DEBITS	0.00		
	VOID CREDITS	1,000.00CR	1,000.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	4	1,000.00CR	0.00	0.00
BANK: * TOTALS:	4	1,000.00CR	0.00	0.00

11/02/2023 1:04 PM

A/P HISTORY CHECK REPORT

PAGE: 2

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE:10/18/2023 THRU 11/07/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0016	ASSOCIATED BANK							
I-T1 202310184565	FEDERAL WITHHOLDING	D	10/20/2023	45,859.56		000792		
I-T3 202310184565	FICA TAXES	D	10/20/2023	46,679.22		000792		
I-T4 202310184565	MEDICARE TAXES	D	10/20/2023	14,647.88		000792		107,186.66
5133	EMPOWER RETIREMENT (GREAT WEST							
I-121202310184565	Employee Contributions	D	10/20/2023	6,948.00		000793		
I-122202310184565	Employee Contributions	D	10/20/2023	1,345.47		000793		
I-150202310184565	Employee Roth Contributions	D	10/20/2023	1,725.00		000793		
I-152202310184565	Employee Roth Contributions	D	10/20/2023	664.52		000793		10,682.99
0483	NATIONWIDE RETIREMENT SOLUTION							
I-104202310184565	EMPLOYEE CONTRIBUTIONS	D	10/20/2023	5,105.00		000794		
I-151202310184565	Employee Roth Contributions	D	10/20/2023	1,601.00		000794		6,706.00
4043	WI DEPARTMENT OF REVENUE							
I-T2 202310184565	STATE WITHHOLDING	D	10/20/2023	20,395.02		000795		20,395.02
0596	WI SCTF							
I-201202310184565	CHILD SUPPORT/CITY OF DE PERE	D	10/20/2023	1,485.10		000796		1,485.10
9085	WI DEPT OF REVENUE							
I-202310254576	WI DEPT OF REVENUE	D	10/25/2023	1,000.00		000797		1,000.00
5650	ELAN FINANCIAL SERVICES							
I-202311014594	ELAN FINANCIAL SERVICES	D	11/01/2023	17,699.82		000798		17,699.82
0016	ASSOCIATED BANK							
I-T1 202311014588	FEDERAL WITHHOLDING	D	11/03/2023	44,618.86		000799		
I-T3 202311014588	FICA TAXES	D	11/03/2023	45,653.20		000799		
I-T4 202311014588	MEDICARE TAXES	D	11/03/2023	14,074.96		000799		104,347.02
5133	EMPOWER RETIREMENT (GREAT WEST							
I-121202311014588	Employee Contributions	D	11/03/2023	6,948.00		000800		
I-122202311014588	Employee Contributions	D	11/03/2023	1,368.77		000800		
I-150202311014588	Employee Roth Contributions	D	11/03/2023	1,725.00		000800		
I-152202311014588	Employee Roth Contributions	D	11/03/2023	661.80		000800		10,703.57
0483	NATIONWIDE RETIREMENT SOLUTION							
I-104202311014588	EMPLOYEE CONTRIBUTIONS	D	11/03/2023	5,105.00		000801		
I-151202311014588	Employee Roth Contributions	D	11/03/2023	1,601.00		000801		6,706.00
4043	WI DEPARTMENT OF REVENUE							
I-T2 202311014588	STATE WITHHOLDING	D	11/03/2023	20,075.98		000802		20,075.98

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A/P HISTORY CHECK REPORT

PAGE: 3

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE:10/18/2023 THRU 11/07/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0596	WI SCTF							
I-201202311014588	CHILD SUPPORT/CITY OF DE PERE	D	11/03/2023	1,336.92		000803		1,336.92
6551	ASSOCIATED BANK							
I-202310184559	ASSOCIATED BANK	R	10/18/2023	100.00		103946		100.00
2050	ASSOCIATED TRUST COMPANY							
I-24727	ASSOCIATED TRUST COMPANY	R	10/18/2023	475.00		103947		
I-24728	ASSOCIATED TRUST COMPANY	R	10/18/2023	475.00		103947		
I-24729	ASSOCIATED TRUST COMPANY	R	10/18/2023	475.00		103947		
I-24730	ASSOCIATED TRUST COMPANY	R	10/18/2023	475.00		103947		
I-24731	ASSOCIATED TRUST COMPANY	R	10/18/2023	475.00		103947		2,375.00
5590	STEVE BLOEMER							
I-202310184560	STEVE BLOEMER	R	10/18/2023	4,318.20		103948		4,318.20
9078	BROADWAY CHEV VOLK COLLISION							
I-A117696	BROADWAY CHEV VOLK COLLISION	R	10/18/2023	4,240.20		103949		4,240.20
9083	GREEN BAY WATER UTILITY							
I-202310184561	GREEN BAY WATER UTILITY	R	10/18/2023	56.24		103950		56.24
7744	REGISTRATION FEE TRUST							
I-202310184562	REGISTRATION FEE TRUST	R	10/18/2023	169.50		103951		169.50
0555	SPECTRUM							
I-202310184563	SPECTRUM	R	10/18/2023	414.32		103952		414.32
0268	TRUCK EQUIPMENT INC							
I-1015322-00	TRUCK EQUIPMENT INC	R	10/18/2023	5,090.00		103953		
I-1056548-00	TRUCK EQUIPMENT INC	R	10/18/2023	245.89		103953		
I-1059170-00	TRUCK EQUIPMENT INC	R	10/18/2023	144.46		103953		
I-1065272-00	TRUCK EQUIPMENT INC	R	10/18/2023	404.09		103953		
I-1069892-00	TRUCK EQUIPMENT INC	R	10/18/2023	22.19		103953		5,906.63
0298	WI PUBLIC SERVICE							
I-202310184564	WI PUBLIC SERVICE	R	10/18/2023	4,948.93		103954		4,948.93
0016	ASSOCIATED BANK							
I-218202310184565	FF Welfare Fund Acct #80406116	R	10/20/2023	217.00		103955		217.00
7526	CITY OF DE PERE - FLEX							
I-114202310184565	HEALTH CARE CONTRIBUTIONS	R	10/20/2023	3,007.54		103956		
I-115202310184565	DEPENDENT CARE CONTRIBUTIONS	R	10/20/2023	384.60		103956		3,392.14

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PAGE: 4

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE:10/18/2023 THRU 11/07/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0472	FOX COMMUNITIES CREDIT UNION							
I-211202310184565	DE PERE POLICE EMPLOYEE DUES	R	10/20/2023	850.00		103957		850.00
7950	FOX COMMUNITIES CREDIT UNION							
I-216202310184565	LOCAL 141 CHARITIES	R	10/20/2023	19.00		103958		19.00
0471	IAFF LOCAL 141 AFL-CIO CLC							
I-210202310184565	IAFF LOCAL 141 EMPLOYEE DUES	R	10/20/2023	798.75		103959		798.75
4262	LIFE INSURANCE OF THE SOUTHWES							
I-116202310184565	ALTERNATIVE FICA	R	10/20/2023	2,560.95		103960		2,560.95
4976	WI PUBLIC SERVICE							
I-202310234566	WI PUBLIC SERVICE	R	10/23/2023	16,991.38		103961		16,991.38
6814	JAMES BOYD							
I-NOV 2023	JAMES BOYD	R	10/25/2023	40.00		103962		40.00
2944	BROWN COUNTY JAIL							
I-DEPERE08.2023	BROWN COUNTY JAIL	R	10/25/2023	840.00		103963		
I-DEPERE09.2023	BROWN COUNTY JAIL	R	10/25/2023	600.00		103963		1,440.00
2708	CLEANING SOLUTION SERVICES INC							
I-23342	CLEANING SOLUTION SERVICES INC	R	10/25/2023	1,436.94		103964		
I-23398	CLEANING SOLUTION SERVICES INC	R	10/25/2023	377.38		103964		1,814.32
1	DERNBACH, ROBERT C							
I-202310254569	REF TICKET	R	10/25/2023	10.00		103965		10.00
4551	GREEN BAY MUNICIPAL COURT							
I-202310254570	GREEN BAY MUNICIPAL COURT	R	10/25/2023	225.00		103966		225.00
1399	INDOFF INC							
I-3663819	INDOFF INC	R	10/25/2023	148.54		103967		
I-3678582	INDOFF INC	R	10/25/2023	155.85		103967		
I-3681576	INDOFF INC	R	10/25/2023	167.18		103967		
I-3684827	INDOFF INC	R	10/25/2023	167.43		103967		639.00
5704	CANDICE KUNESH							
I-202310254567	CANDICE KUNESH	R	10/25/2023	160.00		103968		160.00
0187	NSIGHT TELSERVICES							
I-202310254571	NSIGHT TELSERVICES	R	10/25/2023	632.04		103969		632.04

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A/P HISTORY CHECK REPORT

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VENDOR SET: 01 City of De Pere

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1	REVOLUTION TELECOM LLC							
I-202310254572	REFUND	R	10/25/2023	35.00		103970		35.00
9086	SONESTA ES SUITES ALBUQUERQUE							
I-32950SE027966	SONESTA ES SUITES ALBUQUERQUE	R	10/25/2023	4,471.88		103971		4,471.88
8978	SYSTEMS FURNITURE LLC							
I-39274	SYSTEMS FURNITURE LLC	R	10/25/2023	3,711.00		103972		3,711.00
9087	WI DEPT OF ADMIN - DIV OF ENER							
I-202310254573	WI DEPT OF ADMIN - DIV OF ENER	R	10/25/2023	550.64		103973		550.64
9085	WI DEPT OF REVENUE							
I-202310254574	WI DEPT OF REVENUE	V	10/25/2023	1,000.00		103974		1,000.00
9085	WI DEPT OF REVENUE							
M-CHECK	WI DEPT OF REVENUE	VOIDED	V	10/25/2023		103974		1,000.00CR
0298	WI PUBLIC SERVICE							
I-202310254575	WI PUBLIC SERVICE	R	10/25/2023	4,358.67		103975		4,358.67
5405	AT&T MOBILITY							
I-287295825340X10152	AT&T MOBILITY	R	11/01/2023	1,040.35		103976		1,040.35
0011	AT&T WISCONSIN							
I-202311014589	AT&T WISCONSIN	R	11/01/2023	47.25		103977		47.25
9095	THE CHEDDAR HOUSE LLC							
I-202311014590	THE CHEDDAR HOUSE LLC	R	11/01/2023	30,000.00		103978		30,000.00
2586	EWALD HARTFORD FORD							
I-1FD0X4GN1PED63954	EWALD HARTFORD FORD	R	11/01/2023	90,320.00		103979		90,320.00
9016	ONE SOURCE TECHNOLOGIES INC							
I-202311014591	ONE SOURCE TECHNOLOGIES INC	R	11/01/2023	110,000.00		103980		110,000.00
1355	RONALD J VANPRICE							
I-202311014592	RONALD J VANPRICE	R	11/01/2023	336.00		103981		336.00
0298	WI PUBLIC SERVICE							
I-202311014593	WI PUBLIC SERVICE	R	11/01/2023	37,247.16		103982		37,247.16
0016	ASSOCIATED BANK							
I-218202311014588	FF Welfare Fund Acct #80406116	R	11/03/2023	210.00		103983		210.00

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7526	CITY OF DE PERE - FLEX							
I-114202311014588	HEALTH CARE CONTRIBUTIONS	R	11/03/2023	3,007.54		103984		
I-115202311014588	DEPENDENT CARE CONTRIBUTIONS	R	11/03/2023	384.60		103984		3,392.14
8187	WISCONSIN DEPT OF REVENUE							
I-DOR202311014588	G N HENRIGILLIS LEVY PROCEEDS	R	11/03/2023	69.20		103985		69.20
0472	FOX COMMUNITIES CREDIT UNION							
I-211202311014588	DE PERE POLICE EMPLOYEE DUES	R	11/03/2023	850.00		103986		850.00
7950	FOX COMMUNITIES CREDIT UNION							
I-216202311014588	LOCAL 141 CHARITIES	R	11/03/2023	19.00		103987		19.00
0471	IAFF LOCAL 141 AFL-CIO CLC							
I-210202311014588	IAFF LOCAL 141 EMPLOYEE DUES	R	11/03/2023	798.75		103988		798.75
4262	LIFE INSURANCE OF THE SOUTHWES							
I-116202311014588	ALTERNATIVE FICA	R	11/03/2023	1,258.08		103989		1,258.08
8410	1ST CHOICE PEST CONTROL							
I-35355	1ST CHOICE PEST CONTROL	R	11/07/2023	490.00		104137		490.00
0001	A1 ELEVATOR CORP							
I-21225	A1 ELEVATOR CORP	R	11/07/2023	145.50		104138		145.50
8412	ABEDNEGO FIRE PROTECTION LLC							
I-152565	ABEDNEGO FIRE PROTECTION LLC	R	11/07/2023	250.00		104139		250.00
0302	AIRGAS USA INC							
I-5502237615	AIRGAS USA INC	R	11/07/2023	705.90		104140		
I-5502239030	AIRGAS USA INC	R	11/07/2023	285.75		104140		991.65
0007	AMBROSIUS SALES & SERVICE INC							
I-60921	AMBROSIUS SALES & SERVICE INC	R	11/07/2023	45.98		104141		45.98
7873	AMERICAN CONSERVATION & BILLIN							
I-15898	AMERICAN CONSERVATION & BILLIN	R	11/07/2023	1,042.00		104142		1,042.00
3962	AMERICAN WATER WORKS ASSOCIATI							
I-7002149558	AMERICAN WATER WORKS ASSOCIATI	R	11/07/2023	4,526.00		104143		4,526.00
9088	AMPED SOFTWARE USA INC							
I-230419	AMPED SOFTWARE USA INC	R	11/07/2023	2,475.00		104144		2,475.00

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8362	AURORA HEALTH CARE							
I-202310314577	AURORA HEALTH CARE	R	11/07/2023	250.00		104145		250.00
1380	AUTOHOE II INC							
I-21405	AUTOHOE II INC	R	11/07/2023	243.75		104146		243.75
1260	BADGER CONCRETE LIFTING							
I-487	BADGER CONCRETE LIFTING	R	11/07/2023	5,479.50		104147		5,479.50
0442	BADGER LABORATORIES INC							
I-23-53033911	BADGER LABORATORIES INC	R	11/07/2023	550.00		104148		550.00
0020	BADGERLAND PRINTING INC							
I-40576	BADGERLAND PRINTING INC	R	11/07/2023	90.00		104149		90.00
0023	BATTERIES PLUS LLC							
I-P66292366	BATTERIES PLUS LLC	R	11/07/2023	62.35		104150		62.35
6404	BAY AREA TESTING & CONSULTING							
I-6834	BAY AREA TESTING & CONSULTING	R	11/07/2023	346.70		104151		
I-6835	BAY AREA TESTING & CONSULTING	R	11/07/2023	182.70		104151		
I-6836	BAY AREA TESTING & CONSULTING	R	11/07/2023	146.70		104151		
I-6837	BAY AREA TESTING & CONSULTING	R	11/07/2023	1,693.00		104151		
I-6838	BAY AREA TESTING & CONSULTING	R	11/07/2023	504.00		104151		
I-6839	BAY AREA TESTING & CONSULTING	R	11/07/2023	2,165.80		104151		
I-6840	BAY AREA TESTING & CONSULTING	R	11/07/2023	222.10		104151		5,261.00
0027	BAY TOWEL INC							
I-4569773	BAY TOWEL INC	R	11/07/2023	116.00		104152		
I-4575991	BAY TOWEL INC	R	11/07/2023	116.00		104152		
I-4575992	BAY TOWEL INC	R	11/07/2023	178.70		104152		
I-4582269	BAY TOWEL INC	R	11/07/2023	116.00		104152		526.70
0028	BAY VERTE MACHINERY INC							
I-509403-00	BAY VERTE MACHINERY INC	R	11/07/2023	535.98		104153		535.98
9090	BERGSTROM							
I-78033	BERGSTROM	R	11/07/2023	48.19		104154		48.19
9077	BERGSTROM AUTO							
C-CM701470F	BERGSTROM AUTO	R	11/07/2023	50.00CR		104155		
I-703874F	BERGSTROM AUTO	R	11/07/2023	277.54		104155		
I-704160F	BERGSTROM AUTO	R	11/07/2023	68.91		104155		
I-705026F	BERGSTROM AUTO	R	11/07/2023	5.84		104155		
I-706273F	BERGSTROM AUTO	R	11/07/2023	25.97		104155		328.26

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9089	BERGSTROM AUTO							
I-2003499C	BERGSTROM AUTO	R	11/07/2023	212.95		104156		212.95
2831	BODART ELECTRIC SERVICE INC							
I-10662	BODART ELECTRIC SERVICE INC	R	11/07/2023	3,833.64		104157		
I-10695	BODART ELECTRIC SERVICE INC	R	11/07/2023	383,816.43		104157		387,650.07
3008	BOUND TREE MEDICAL LLC							
I-85109542	BOUND TREE MEDICAL LLC	R	11/07/2023	15.88		104158		
I-85111143	BOUND TREE MEDICAL LLC	R	11/07/2023	137.39		104158		
I-85124059	BOUND TREE MEDICAL LLC	R	11/07/2023	170.98		104158		324.25
0046	BROWN COUNTY PORT & RESOURCE R							
I-55333	BROWN COUNTY PORT & RESOURCE R	R	11/07/2023	31,608.64		104159		31,608.64
2984	BROWN COUNTY TREASURER							
I-2023-00000002C	BROWN COUNTY TREASURER	R	11/07/2023	135.00		104160		
I-2023-00000003 B	BROWN COUNTY TREASURER	R	11/07/2023	135.00		104160		
I-2023-00000004 B	BROWN COUNTY TREASURER	R	11/07/2023	270.00		104160		
I-2023-00000005C	BROWN COUNTY TREASURER	R	11/07/2023	210.00		104160		
I-2023-00000006	BROWN COUNTY TREASURER	R	11/07/2023	285.00		104160		1,035.00
7745	KELLY BURKE							
I-202311014578	KELLY BURKE	R	11/07/2023	7.47		104161		7.47
0050	CAMERA CORNER INC							
I-INV171281	CAMERA CORNER INC	R	11/07/2023	2,268.00		104162		2,268.00
0536	CDW GOVERNMENT INC							
C-MP65547	CDW GOVERNMENT INC	R	11/07/2023	30.71CR		104163		
I-MJ57723	CDW GOVERNMENT INC	R	11/07/2023	2,832.82		104163		
I-MK21319	CDW GOVERNMENT INC	R	11/07/2023	148.96		104163		
I-MK32687	CDW GOVERNMENT INC	R	11/07/2023	616.85		104163		
I-MK57821	CDW GOVERNMENT INC	R	11/07/2023	1,858.75		104163		
I-ML09147	CDW GOVERNMENT INC	R	11/07/2023	59.28		104163		
I-MM43714	CDW GOVERNMENT INC	R	11/07/2023	41.04		104163		
I-MP65604	CDW GOVERNMENT INC	R	11/07/2023	30.71		104163		5,557.70
6575	CEDAR CORP							
I-117225	CEDAR CORP	R	11/07/2023	4,061.50		104164		4,061.50
8443	CINTAS							
I-4169356504	CINTAS	R	11/07/2023	35.45		104165		
I-4170064752	CINTAS	R	11/07/2023	35.45		104165		
I-4170753875	CINTAS	R	11/07/2023	35.45		104165		106.35

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8800	CIVICPLUS LLC							
I-270240	CIVICPLUS LLC	R	11/07/2023	900.00		104166		900.00
9091	LAURA CLARK							
I-202311014579	LAURA CLARK	R	11/07/2023	2,396.00		104167		2,396.00
2708	CLEANING SOLUTION SERVICES INC							
I-23343	CLEANING SOLUTION SERVICES INC	R	11/07/2023	1,758.93		104168		
I-23394	CLEANING SOLUTION SERVICES INC	R	11/07/2023	363.66		104168		
I-23397	CLEANING SOLUTION SERVICES INC	R	11/07/2023	589.42		104168		2,712.01
7997	COMPLETE OFFICE							
I-AR57801	COMPLETE OFFICE	R	11/07/2023	36.32		104169		
I-AR57802	COMPLETE OFFICE	R	11/07/2023	85.79		104169		
I-AR57803	COMPLETE OFFICE	R	11/07/2023	29.19		104169		
I-AR57804	COMPLETE OFFICE	R	11/07/2023	115.86		104169		267.16
7639	CORE & MAIN LP							
I-T735957	CORE & MAIN LP	R	11/07/2023	2,020.00		104170		
I-T767947	CORE & MAIN LP	R	11/07/2023	1,161.00		104170		
I-T775997	CORE & MAIN LP	R	11/07/2023	21.00		104170		3,202.00
9092	CRIBS FOR KIDS INC							
I-21181	CRIBS FOR KIDS INC	R	11/07/2023	140.00		104171		140.00
8740	CUMMINS SALES AND SERVICE							
I-F4-46536	CUMMINS SALES AND SERVICE	R	11/07/2023	480.60		104172		
I-F4-46559	CUMMINS SALES AND SERVICE	R	11/07/2023	535.31		104172		
I-F4-47635	CUMMINS SALES AND SERVICE	R	11/07/2023	355.38		104172		
I-F4-47651	CUMMINS SALES AND SERVICE	R	11/07/2023	704.01		104172		
I-F4-47710	CUMMINS SALES AND SERVICE	R	11/07/2023	2,978.05		104172		
I-F4-47733	CUMMINS SALES AND SERVICE	R	11/07/2023	1,209.17		104172		6,262.52
0069	DE PERE GREENHOUSE INC							
I-37859	DE PERE GREENHOUSE INC	R	11/07/2023	49.95		104173		49.95
3590	LAWRENCE DELO							
I-202311014580	LAWRENCE DELO	R	11/07/2023	765.88		104174		765.88
0075	DIGGERS HOTLINE INC							
I-230 9 36401	DIGGERS HOTLINE INC	R	11/07/2023	969.62		104175		969.62
7707	DUNCAN ASSOCIATES INC							
I-337-23-01	DUNCAN ASSOCIATES INC	R	11/07/2023	2,205.00		104176		
I-337-23-02	DUNCAN ASSOCIATES INC	R	11/07/2023	1,347.50		104176		
I-337-23-03	DUNCAN ASSOCIATES INC	R	11/07/2023	122.50		104176		3,675.00

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9093	ELECTIONSOURCE							
I-23-3226	ELECTIONSOURCE	R	11/07/2023	135.73		104177		135.73
0084	ELMSTAR ELECTRIC CORP							
I-14990 01	ELMSTAR ELECTRIC CORP	R	11/07/2023	10,486.65		104178		10,486.65
0085	EMERGENCY MEDICAL PRODUCTS INC							
I-2589314	EMERGENCY MEDICAL PRODUCTS INC	R	11/07/2023	431.84		104179		431.84
4915	ENVIROTECH EQUIPMENT CO, LLC							
I-22-0022214	ENVIROTECH EQUIPMENT CO, LLC	R	11/07/2023	1,127.43		104180		1,127.43
7422	EXCEL UNDERGROUND LLC							
I-10798	EXCEL UNDERGROUND LLC	R	11/07/2023	9,234.69		104181		9,234.69
0092	FEAKER & SONS CO INC							
I-22-11 (9)	FEAKER & SONS CO INC	R	11/07/2023	271,425.16		104182		271,425.16
0331	FERGUSON WATERWORKS #1476 INC							
I-401539	FERGUSON WATERWORKS #1476 INC	R	11/07/2023	7,618.00		104183		
I-401553	FERGUSON WATERWORKS #1476 INC	R	11/07/2023	250.00		104183		7,868.00
0200	FIRST SUPPLY LLC							
C-13671350-00	FIRST SUPPLY LLC	R	11/07/2023	324.65CR		104184		
C-13893682-00	FIRST SUPPLY LLC	R	11/07/2023	532.98CR		104184		
I-13538887-00	FIRST SUPPLY LLC	R	11/07/2023	281.52		104184		
I-13878072-01	FIRST SUPPLY LLC	R	11/07/2023	30.30		104184		
I-13883046-00	FIRST SUPPLY LLC	R	11/07/2023	23.92		104184		
I-13884121-00	FIRST SUPPLY LLC	R	11/07/2023	94.32		104184		
I-13885608-00	FIRST SUPPLY LLC	R	11/07/2023	40.20		104184		
I-13887431-00	FIRST SUPPLY LLC	R	11/07/2023	246.10		104184		
I-13888290-00	FIRST SUPPLY LLC	R	11/07/2023	565.51		104184		
I-13890567-00	FIRST SUPPLY LLC	R	11/07/2023	109.54		104184		
I-13895737-00	FIRST SUPPLY LLC	R	11/07/2023	206.10		104184		
I-13895790-00	FIRST SUPPLY LLC	R	11/07/2023	11.58		104184		751.46
0835	FOSTER COACH SALES INC							
I-26520	FOSTER COACH SALES INC	R	11/07/2023	67.24		104185		67.24
4176	FRANK'S RADIO SERVICE INC							
I-124009	FRANK'S RADIO SERVICE INC	R	11/07/2023	110.28		104186		110.28
8802	GFC LEASING - WI							
I-I00859993	GFC LEASING - WI	R	11/07/2023	198.74		104187		198.74

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8347	GFL ENVIRONMENTAL							
I-U60000180098	GFL ENVIRONMENTAL	R	11/07/2023	1,134.00		104188		1,134.00
6923	GORDON FLESCH COMPANY INC.							
I-IN14414777	GORDON FLESCH COMPANY INC.	R	11/07/2023	101.64		104189		101.64
1	GOSTKE, C'ERA							
I-202311014581	MTG DANCE COMCTR	R	11/07/2023	19.50		104190		19.50
8477	GOVOS INC							
I-INV-3492	GOVOS INC	R	11/07/2023	18,465.65		104191		18,465.65
0116	GRAINGER INC							
I-9855515335	GRAINGER INC	R	11/07/2023	58.79		104192		
I-9859420375	GRAINGER INC	R	11/07/2023	30.42		104192		
I-9860479733	GRAINGER INC	R	11/07/2023	507.00		104192		
I-9860832477	GRAINGER INC	R	11/07/2023	20.28		104192		
I-9875034044	GRAINGER INC	R	11/07/2023	48.80		104192		
I-9875034051	GRAINGER INC	R	11/07/2023	14.76		104192		
I-9875034069	GRAINGER INC	R	11/07/2023	26.56		104192		706.61
0117	GRAYBAR ELECTRIC COMPANY INC							
I-9334077418	GRAYBAR ELECTRIC COMPANY INC	R	11/07/2023	66.93		104193		
I-9334403682	GRAYBAR ELECTRIC COMPANY INC	R	11/07/2023	68.49		104193		135.42
0124	GREEN BAY CITY TREASURER							
I-178850	GREEN BAY CITY TREASURER	R	11/07/2023	2,106.32		104194		
I-178851	GREEN BAY CITY TREASURER	R	11/07/2023	2,460.14		104194		
I-178852	GREEN BAY CITY TREASURER	R	11/07/2023	1,085.73		104194		5,652.19
3889	GREEN BAY PIPE & TV CONTRACTOR							
I-23-15 (2) FINAL	GREEN BAY PIPE & TV CONTRACTOR	R	11/07/2023	8,137.12		104195		8,137.12
6608	TRISTA GROTH							
I-202311014582	TRISTA GROTH	R	11/07/2023	142.42		104196		142.42
7528	AARON HANSON							
I-202311014583	AARON HANSON	R	11/07/2023	208.05		104197		208.05
9080	HEALTHY HOME HEAT & COOL							
I-45735195	HEALTHY HOME HEAT & COOL	R	11/07/2023	200.00		104198		200.00
9081	HEAT & POWER PRODUCTS INC							
I-45625	HEAT & POWER PRODUCTS INC	R	11/07/2023	252.36		104199		252.36

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0912	HEID MUSIC CO							
I-3402647	HEID MUSIC CO	R	11/07/2023	947.00		104200		947.00
6428	HIGHWAY LANDSCAPERS INC							
I-23-05 (2)	HIGHWAY LANDSCAPERS INC	R	11/07/2023	101,674.57		104201		101,674.57
6209	RUSS HOLCOMB							
I-202311014607	RUSS HOLCOMB	R	11/07/2023	168.79		104202		
I-202311014608	RUSS HOLCOMB	R	11/07/2023	15.88		104202		184.67
5674	HOME TEAM SPORTS & APPAREL INC							
I-45435	HOME TEAM SPORTS & APPAREL INC	R	11/07/2023	25.99		104203		
I-45465	HOME TEAM SPORTS & APPAREL INC	R	11/07/2023	56.00		104203		81.99
8874	SARAH HUETTL							
I-202311014584	SARAH HUETTL	R	11/07/2023	70.74		104204		70.74
1252	HURCKMAN MECHANICAL INDUSTRIES							
I-W42784	HURCKMAN MECHANICAL INDUSTRIES	R	11/07/2023	150.48		104205		150.48
6342	IDEA DINER							
I-002011023	IDEA DINER	R	11/07/2023	50.00		104206		50.00
1399	INDOFF INC							
I-3685655	INDOFF INC	R	11/07/2023	717.79		104207		717.79
8914	INNER DIMENSIONS WELLNESS LLC							
I-1009323COD	INNER DIMENSIONS WELLNESS LLC	R	11/07/2023	370.30		104208		
I-101723COD	INNER DIMENSIONS WELLNESS LLC	R	11/07/2023	224.00		104208		594.30
9028	IPS INC							
I-202311014585	IPS INC	R	11/07/2023	5,500.00		104209		5,500.00
6688	KIM JOHNSON							
I-202311014586	KIM JOHNSON	R	11/07/2023	196.18		104210		196.18
8364	JOHNSTONE SUPPLY							
I-6073072	JOHNSTONE SUPPLY	R	11/07/2023	227.86		104211		
I-6073379	JOHNSTONE SUPPLY	R	11/07/2023	189.48		104211		
I-6073823	JOHNSTONE SUPPLY	R	11/07/2023	3.37		104211		420.71
7620	JT ENGINEERING INC							
I-210095-08	JT ENGINEERING INC	R	11/07/2023	2,250.00		104212		2,250.00

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1276	JX ENTERPRISES INC							
I-14276280P	JX ENTERPRISES INC	R	11/07/2023	99.99		104213		
I-14278468P	JX ENTERPRISES INC	R	11/07/2023	41.94		104213		
I-14278950P	JX ENTERPRISES INC	R	11/07/2023	74.00		104213		215.93
9094	LAURA KERSCHER							
I-202311014587	LAURA KERSCHER	R	11/07/2023	175.00		104214		175.00
4584	KRUCZEK CONST INC							
I-21-16 (8)	KRUCZEK CONST INC	R	11/07/2023	126,750.02		104215		
I-23-01 (2)	KRUCZEK CONST INC	R	11/07/2023	548,179.74		104215		
I-23-04 (2)	KRUCZEK CONST INC	R	11/07/2023	325,417.26		104215		1,000,347.02
3140	KUNDINGER FLUID POWER INC							
I-50761777	KUNDINGER FLUID POWER INC	R	11/07/2023	128.81		104216		
I-50762957	KUNDINGER FLUID POWER INC	R	11/07/2023	858.21		104216		987.02
0153	LAFORCE INC							
I-1231961	LAFORCE INC	R	11/07/2023	102.00		104217		
I-1232502	LAFORCE INC	R	11/07/2023	500.67		104217		
I-1232729	LAFORCE INC	R	11/07/2023	8,828.00		104217		9,430.67
4617	LANGUAGE LINE SERVICES							
I-11114902	LANGUAGE LINE SERVICES	R	11/07/2023	58.18		104218		58.18
7063	LEAVES INSPIRED TREE NURSERY L							
I-24567	LEAVES INSPIRED TREE NURSERY L	R	11/07/2023	1,280.00		104219		1,280.00
9096	JAMES AND SHANA LEDVINA							
I-202311014595	JAMES AND SHANA LEDVINA	R	11/07/2023	1,638.40		104220		1,638.40
7082	LEE RECREATION LLC							
I-15983-23	LEE RECREATION LLC	R	11/07/2023	65,000.00		104221		
I-15984-23	LEE RECREATION LLC	R	11/07/2023	51,300.00		104221		116,300.00
2512	CHARLIE LEITERMAN							
I-202311014596	CHARLIE LEITERMAN	R	11/07/2023	152.98		104222		152.98
7875	LF GEORGE INC							
I-IC90694	LF GEORGE INC	R	11/07/2023	445.63		104223		
I-IC90702	LF GEORGE INC	R	11/07/2023	231.57		104223		677.20
4090	LINDE GAS & EQUIPMENT INC							
I-38531286	LINDE GAS & EQUIPMENT INC	R	11/07/2023	313.12		104224		313.12

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7444	SARA LORNSON							
I-202311014597	SARA LORNSON	R	11/07/2023	30.13		104225		30.13
4233	LTL SUPPLY INC							
I-INV0070719	LTL SUPPLY INC	R	11/07/2023	1,177.79		104226		1,177.79
0373	MACHINE SERVICE INC							
I-INV100065801	MACHINE SERVICE INC	R	11/07/2023	353.46		104227		353.46
7446	MACQUEEN EQUIPMENT							
I-P21102	MACQUEEN EQUIPMENT	R	11/07/2023	246.54		104228		
I-P31166	MACQUEEN EQUIPMENT	R	11/07/2023	1,319.46		104228		1,566.00
0903	THE MAIL HAUS INC							
I-180768	THE MAIL HAUS INC	R	11/07/2023	3,693.16		104229		3,693.16
9005	PAMELA MANLEY							
I-202311014598	PAMELA MANLEY	R	11/07/2023	20.40		104230		20.40
4498	MC MAHON ASSOC INC							
I-603077	MC MAHON ASSOC INC	R	11/07/2023	2,000.00		104231		2,000.00
0967	MEAD & HUNT INC							
I-356652	MEAD & HUNT INC	R	11/07/2023	6,595.00		104232		6,595.00
0173	MENARDS INC							
C-20717	MENARDS INC	R	11/07/2023	112.30CR		104233		
C-21936	MENARDS INC	R	11/07/2023	33.38CR		104233		
I-21454	MENARDS INC	R	11/07/2023	98.07		104233		
I-21903	MENARDS INC	R	11/07/2023	83.76		104233		
I-21921	MENARDS INC	R	11/07/2023	107.96		104233		
I-21937	MENARDS INC	R	11/07/2023	49.86		104233		
I-21951	MENARDS INC	R	11/07/2023	36.75		104233		
I-21984	MENARDS INC	R	11/07/2023	48.61		104233		
I-22001	MENARDS INC	R	11/07/2023	203.92		104233		
I-22002	MENARDS INC	R	11/07/2023	40.02		104233		
I-22041	MENARDS INC	R	11/07/2023	71.76		104233		
I-22044 B	MENARDS INC	R	11/07/2023	118.60		104233		
I-22048	MENARDS INC	R	11/07/2023	134.99		104233		
I-22068	MENARDS INC	R	11/07/2023	13.98		104233		
I-22071	MENARDS INC	R	11/07/2023	129.00		104233		
I-22084	MENARDS INC	R	11/07/2023	13.43		104233		
I-22092	MENARDS INC	R	11/07/2023	24.85		104233		
I-22102	MENARDS INC	R	11/07/2023	19.96		104233		
I-22244	MENARDS INC	R	11/07/2023	67.99		104233		
I-22259	MENARDS INC	R	11/07/2023	3.80		104233		
I-22322	MENARDS INC	R	11/07/2023	16.83		104233		
I-22356	MENARDS INC	R	11/07/2023	36.99		104233		

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I-22380	MENARDS INC	R	11/07/2023	127.69		104233		
I-22626	MENARDS INC	R	11/07/2023	204.28		104233		
I-22701	MENARDS INC	R	11/07/2023	67.98		104233		1,575.40
1630	BRIAN MITCHELL							
I-3747	BRIAN MITCHELL	R	11/07/2023	111.00		104235		111.00
8833	CHELSEA MOBERG							
I-202311014599	CHELSEA MOBERG	R	11/07/2023	161.06		104236		161.06
0180	MONROE TRUCK EQUIPMENT INC							
I-850108	MONROE TRUCK EQUIPMENT INC	R	11/07/2023	52.19		104237		52.19
2744	MSA PROFESSIONAL SERVICES INC							
I-R09441026.0-14	MSA PROFESSIONAL SERVICES INC	R	11/07/2023	90.00		104238		90.00
7267	MULTIMEDIA COMMUNICATIONS & EN							
I-77596	MULTIMEDIA COMMUNICATIONS & EN	R	11/07/2023	665.39		104239		665.39
0531	NORTHEAST AUTO PARTS INC							
I-397787	NORTHEAST AUTO PARTS INC	R	11/07/2023	714.80		104240		
I-397844	NORTHEAST AUTO PARTS INC	R	11/07/2023	11.88		104240		
I-397978	NORTHEAST AUTO PARTS INC	R	11/07/2023	249.00		104240		
I-398160	NORTHEAST AUTO PARTS INC	R	11/07/2023	112.96		104240		
I-398173	NORTHEAST AUTO PARTS INC	R	11/07/2023	3.10		104240		
I-398190	NORTHEAST AUTO PARTS INC	R	11/07/2023	403.18		104240		
I-398199	NORTHEAST AUTO PARTS INC	R	11/07/2023	13.00		104240		
I-398291	NORTHEAST AUTO PARTS INC	R	11/07/2023	10.92		104240		
I-398440	NORTHEAST AUTO PARTS INC	R	11/07/2023	48.44		104240		
I-398441	NORTHEAST AUTO PARTS INC	R	11/07/2023	48.44		104240		
I-398546	NORTHEAST AUTO PARTS INC	R	11/07/2023	136.09		104240		
I-3985659	NORTHEAST AUTO PARTS INC	R	11/07/2023	39.59		104240		
I-398567	NORTHEAST AUTO PARTS INC	R	11/07/2023	2.18		104240		
I-398576	NORTHEAST AUTO PARTS INC	R	11/07/2023	43.98		104240		
I-398596	NORTHEAST AUTO PARTS INC	R	11/07/2023	5.39		104240		
I-398602	NORTHEAST AUTO PARTS INC	R	11/07/2023	13.85		104240		
I-398609	NORTHEAST AUTO PARTS INC	R	11/07/2023	73.98		104240		
I-398675	NORTHEAST AUTO PARTS INC	R	11/07/2023	48.44		104240		
I-398678	NORTHEAST AUTO PARTS INC	R	11/07/2023	41.78		104240		
I-398765	NORTHEAST AUTO PARTS INC	R	11/07/2023	61.19		104240		
I-398852	NORTHEAST AUTO PARTS INC	R	11/07/2023	48.86		104240		
I-398891	NORTHEAST AUTO PARTS INC	R	11/07/2023	29.98		104240		
I-398894	NORTHEAST AUTO PARTS INC	R	11/07/2023	15.13		104240		
I-398909	NORTHEAST AUTO PARTS INC	R	11/07/2023	26.10		104240		
I-398988	NORTHEAST AUTO PARTS INC	R	11/07/2023	71.64		104240		
I-398990	NORTHEAST AUTO PARTS INC	R	11/07/2023	7.04		104240		
I-399152	NORTHEAST AUTO PARTS INC	R	11/07/2023	30.45		104240		
I-399153	NORTHEAST AUTO PARTS INC	R	11/07/2023	30.45		104240		

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I-399162	NORTHEAST AUTO PARTS INC	R	11/07/2023	8.49		104240		
I-399177	NORTHEAST AUTO PARTS INC	R	11/07/2023	243.71		104240		
I-399230	NORTHEAST AUTO PARTS INC	R	11/07/2023	12.44		104240		
I-399235	NORTHEAST AUTO PARTS INC	R	11/07/2023	8.79		104240		
I-399250	NORTHEAST AUTO PARTS INC	R	11/07/2023	4.49		104240		
I-399263	NORTHEAST AUTO PARTS INC	R	11/07/2023	31.47		104240		
I-399333	NORTHEAST AUTO PARTS INC	R	11/07/2023	109.95		104240		
I-399600	NORTHEAST AUTO PARTS INC	R	11/07/2023	262.00		104240		3,023.18
8095	NORTHEAST WI TECH COLLEGE							
I-CINV_000398	NORTHEAST WI TECH COLLEGE	R	11/07/2023	900.00		104243		
I-CINV_000513	NORTHEAST WI TECH COLLEGE	R	11/07/2023	299.00		104243		1,199.00
3250	NORTHERN LAKE SERVICE							
I-2318112	NORTHERN LAKE SERVICE	R	11/07/2023	135.00		104244		135.00
7823	NUTRIEN AG SOLUTIONS							
I-52725022	NUTRIEN AG SOLUTIONS	R	11/07/2023	293.00		104245		293.00
8953	NWPA							
I-202311014600	NWPA	R	11/07/2023	140.00		104246		140.00
8019	OFFICE ENTERPRISES INC							
I-542539	OFFICE ENTERPRISES INC	R	11/07/2023	218.38		104247		218.38
0197	PACKER CITY INTL TRUCKS INC							
C-101180905:01	PACKER CITY INTL TRUCKS	R	11/07/2023	109.20CR		104248		
I-R101054909:01	PACKER CITY INTL TRUCKS INC	R	11/07/2023	1,290.48		104248		
I-X101181986:01	PACKER CITY INTL TRUCKS INC	R	11/07/2023	54.60		104248		1,235.88
1331	PACKER FASTENER & SUPPLY INC							
I-IN46410	PACKER FASTENER & SUPPLY INC	R	11/07/2023	161.69		104249		
I-IN50651	PACKER FASTENER & SUPPLY INC	R	11/07/2023	42.69		104249		
I-IN51889	PACKER FASTENER & SUPPLY INC	R	11/07/2023	5.84		104249		
I-IN51997	PACKER FASTENER & SUPPLY INC	R	11/07/2023	40.12		104249		250.34
8750	PARAGON DEVELOPMENT SYSTEMS							
I-15196328	PARAGON DEVELOPMENT SYSTEMS	R	11/07/2023	174.00		104250		
I-15196344	PARAGON DEVELOPMENT SYSTEMS	R	11/07/2023	2,448.95		104250		
I-15196353	PARAGON DEVELOPMENT SYSTEMS	R	11/07/2023	4,112.00		104250		6,734.95
0208	POMP'S TIRE SERVICE INC							
I-90084471	POMP'S TIRE SERVICE INC	R	11/07/2023	36.80		104251		
I-90084542	POMP'S TIRE SERVICE INC	R	11/07/2023	761.28		104251		
I-90084656	POMP'S TIRE SERVICE INC	R	11/07/2023	336.52		104251		
I-90084686	POMP'S TIRE SERVICE INC	R	11/07/2023	116.59		104251		
I-90085003	POMP'S TIRE SERVICE INC	R	11/07/2023	785.02		104251		
I-90086650	POMP'S TIRE SERVICE INC	R	11/07/2023	401.62		104251		

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I-90086655	POMP'S TIRE SERVICE INC	R	11/07/2023	34.80		104251		
I-90086713	POMP'S TIRE SERVICE INC	R	11/07/2023	151.70		104251		
I-90086787	POMP'S TIRE SERVICE INC	R	11/07/2023	904.75		104251		
I-90087068	POMP'S TIRE SERVICE INC	R	11/07/2023	36.80		104251		3,565.88
1246	PREVEA HEALTH							
I-146132	PREVEA HEALTH	R	11/07/2023	60.00		104252		60.00
7923	QUEST DIAGNOSTICS							
I-T 1478072	QUEST DIAGNOSTICS	R	11/07/2023	328.86		104253		328.86
6948	RAY'S TIRE							
I-1032146	RAY'S TIRE	R	11/07/2023	1,235.00		104254		1,235.00
0225	RED D MIX CONCRETE INC							
I-93451	RED D MIX CONCRETE INC	R	11/07/2023	163.60		104255		163.60
0228	RENT A FLASH OF WISCONSIN INC							
I-87727	RENT A FLASH OF WISCONSIN INC	R	11/07/2023	199.69		104256		199.69
0158	ROBERT E LEE & ASSOCIATES INC							
I-84903	ROBERT E LEE & ASSOCIATES INC	R	11/07/2023	1,048.81		104257		
I-85074	ROBERT E LEE & ASSOCIATES INC	R	11/07/2023	327.25		104257		
I-85115	ROBERT E LEE & ASSOCIATES INC	R	11/07/2023	252.00		104257		
I-85116	ROBERT E LEE & ASSOCIATES INC	R	11/07/2023	6,490.82		104257		
I-85117	ROBERT E LEE & ASSOCIATES INC	R	11/07/2023	6,886.48		104257		
I-85118	ROBERT E LEE & ASSOCIATES INC	R	11/07/2023	1,269.41		104257		
I-85119	ROBERT E LEE & ASSOCIATES INC	R	11/07/2023	635.78		104257		
I-85120	ROBERT E LEE & ASSOCIATES INC	R	11/07/2023	7,438.06		104257		
I-85121	ROBERT E LEE & ASSOCIATES INC	R	11/07/2023	225.00		104257		
I-85246	ROBERT E LEE & ASSOCIATES INC	R	11/07/2023	463.50		104257		
I-85247	ROBERT E LEE & ASSOCIATES INC	R	11/07/2023	257.50		104257		
I-85248	ROBERT E LEE & ASSOCIATES INC	R	11/07/2023	540.75		104257		25,835.36
9097	MARY SCHUMERTH							
I-202311014601	MARY SCHUMERTH	R	11/07/2023	4,000.00		104258		4,000.00
9098	JACK SCOTT							
I-202311014602	JACK SCOTT	R	11/07/2023	35.43		104259		35.43
3545	SHORT ELLIOTT HENDRICKSON INC							
I-454145	SHORT ELLIOTT HENDRICKSON INC	R	11/07/2023	6,713.04		104260		6,713.04

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2683	SOMMERS CONSTRUCTION CO INC							
I-23-06 (2) FINAL	SOMMERS CONSTRUCTION CO INC	R	11/07/2023	242,679.82		104261		242,679.82
0252	SOUTHSIDE TIRE CO INC							
I-10307947	SOUTHSIDE TIRE CO INC	R	11/07/2023	254.20		104262		
I-10308104	SOUTHSIDE TIRE CO INC	R	11/07/2023	44.00		104262		298.20
1528	TEAM APPAREL & SPECIALTIES INC							
I-132684	TEAM APPAREL & SPECIALTIES INC	R	11/07/2023	244.75		104263		
I-132700	TEAM APPAREL & SPECIALTIES INC	R	11/07/2023	115.30		104263		360.05
6136	TERMINAL SUPPLY CO							
I-75565-00	TERMINAL SUPPLY CO	R	11/07/2023	195.25		104264		195.25
4499	TRAFFIC CONTROL CORP							
I-146637	TRAFFIC CONTROL CORP	R	11/07/2023	57,267.00		104265		57,267.00
0415	TRI CITY GLASS INC							
I-I04-1002-91937	TRI CITY GLASS INC	R	11/07/2023	17.20		104266		17.20
0268	TRUCK EQUIPMENT INC							
I-1071013-00	TRUCK EQUIPMENT INC	R	11/07/2023	75.76		104267		75.76
0272	UNIFORM SHOPPE INC							
I-338224	UNIFORM SHOPPE INC	R	11/07/2023	48.95		104268		
I-338415	UNIFORM SHOPPE INC	R	11/07/2023	89.95		104268		
I-338417	UNIFORM SHOPPE INC	R	11/07/2023	89.95		104268		
I-338419	UNIFORM SHOPPE INC	R	11/07/2023	8.95		104268		
I-338727	UNIFORM SHOPPE INC	R	11/07/2023	995.00		104268		
I-338812	UNIFORM SHOPPE INC	R	11/07/2023	8.00		104268		1,240.80
8464	UNITED LEAK DETECTION							
I-6046	UNITED LEAK DETECTION	R	11/07/2023	2,350.00		104269		2,350.00
7015	US BANK EQUIPMENT FINANCE							
I-514102789	US BANK EQUIPMENT FINANCE	R	11/07/2023	428.25		104270		428.25
0277	VAN'S FIRE & SAFETY INC							
I-C797454	VAN'S FIRE & SAFETY INC	R	11/07/2023	576.00		104271		
I-C799290	VAN'S FIRE & SAFETY INC	R	11/07/2023	379.42		104271		955.42
7210	VANDEN PLAS PORTABLE SOLUTIONS							
I-13269	VANDEN PLAS PORTABLE SOLUTIONS	R	11/07/2023	642.00		104272		
I-I14198	VANDEN PLAS PORTABLE SOLUTIONS	R	11/07/2023	496.00		104272		
I-I14224	VANDEN PLAS PORTABLE SOLUTIONS	R	11/07/2023	144.00		104272		1,282.00

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7246	MICHAEL VANDENBUSH							
I-202311014603	MICHAEL VANDENBUSH	R	11/07/2023	17.38		104273		17.38
3707	VIKING ELECTRIC SUPPLY							
I-S007283816.002	VIKING ELECTRIC SUPPLY	R	11/07/2023	1,177.50		104274		
I-S007350655.001	VIKING ELECTRIC SUPPLY	R	11/07/2023	324.70		104274		
I-S007427976.001	VIKING ELECTRIC SUPPLY	R	11/07/2023	138.79		104274		1,640.99
7861	KRISTEN VINCENT							
I-202311014604	KRISTEN VINCENT	R	11/07/2023	52.14		104275		52.14
8380	WALLANDER SUPPLY CO							
I-31291	WALLANDER SUPPLY CO	R	11/07/2023	445.60		104276		445.60
7527	WI DEPT OF JUSTICE							
I-455TIME-0000015324	WI DEPT OF JUSTICE	R	11/07/2023	375.00		104277		
I-455TIME-0000015326	WI DEPT OF JUSTICE	R	11/07/2023	825.00		104277		1,200.00
0291	WI DEPT OF JUSTICE TIME MADI							
I-202311014605	WI DEPT OF JUSTICE TIME MADI	R	11/07/2023	126.00		104278		126.00
0294	WI DEPT OF TRANSPORTATION BBS							
I-395-0000324891	WI DEPT OF TRANSPORTATION BBS	R	11/07/2023	12,383.37		104279		
I-395-0000324922	WI DEPT OF TRANSPORTATION BBS	R	11/07/2023	1,494.92		104279		13,878.29
0296	WI ECONOMIC DEVELOPMENT ASSOC							
I-MR-2023-8601	WI ECONOMIC DEVELOPMENT ASSOC	R	11/07/2023	350.00		104280		350.00
1181	WI PARK AND RECREATION ASSOC							
I-6664	WI PARK AND RECREATION ASSOC	R	11/07/2023	775.00		104281		775.00
7968	YOUTH ENRICHMENT LEAGUE							
I-4814	YOUTH ENRICHMENT LEAGUE	R	11/07/2023	3,799.00		104282		3,799.00
5978	ANDREW ZIETLOW							
I-202311014606	ANDREW ZIETLOW	R	11/07/2023	125.95		104283		125.95

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	187	2,803,971.45	0.00	2,802,971.45
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	308,325.08	0.00	308,325.08
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	1,000.00CR	0.00	

TOTAL ERRORS: 0

11/02/2023 1:04 PM

A/P HISTORY CHECK REPORT

PAGE: 20

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 10/18/2023 THRU 11/07/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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			NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01	BANK: AP	TOTALS:	200	3,111,296.53	0.00	3,111,296.53
BANK: AP	TOTALS:		200	3,111,296.53	0.00	3,111,296.53
REPORT TOTALS:			200	3,111,296.53	0.00	3,111,296.53

SELECTION CRITERIA

VENDOR SET: 01-CITY OF DEPERE, WI
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 10/18/2023 THRU 11/07/2023
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 7, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
