



Common Council

Regular Meeting

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

Agenda

Wednesday, November 6, 2024

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **November 6, 2024 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the October 15, 2024 Common Council meeting.
4. Public Hearing to Act on the Vacation of a Portion of a Public Thoroughfare (Right-of-Way Discontinuance at 2000 Commerce Drive and 2051 Profit Place).
 - A. Notice of Public Hearing.
 - B. Recommendation from Plan Commission.
 - C. Resolution #24-80 Regarding the Vacation of a Portion of a Public Thoroughfare (Right-of-Way Discontinuance at 2000 Commerce Drive and 2051 Profit Place adjacent to Parcels ED-3103 and ED-2382).
5. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
6. Consideration and Possible Action to accept Donation from De Pere Baseball in the amount of \$23,680 to improve Kelly Danen and Southwest Baseball Diamonds.
7. Recommendation from the Business Improvement District Board to approve the De Pere Business Improvement District 2025 Operating Plan.
8. Recommendation from Plan Commission to approve an extraterritorial 2-lot certified survey map at 1845 Williams Grant DR in Lawrence (Parcel L-169-1).

9. Consideration and Possible Action on Employment Agreement for De Pere City Manager Kimberly T. Flom.
10. Consideration and Possible Action on Second Amendment to Employment Agreement for City Administrator/Manager Lawrence Delo.
11. Ordinance #24-23 Establishing Salaries for Elected Officials for the City of De Pere (2026-2029).
12. Resolution #24-93 Approving Partial Release of Utility Easements (2051 Profit Place and 2000 Commerce Drive; Parcels ED-2382 and ED-3103).
13. Resolution #24-94 Approving Utility Easement (2051 Profit Place and 2000 Commerce Drive; ED-2382 and ED-3103).
14. Resolution #24-95 Approving Grant of Stormwater Access and Maintenance Easement (Parcel No. ED-344-101-5; 1862 Commerce Drive).
15. Appointment to Board of Health and Reappointment to Police & Fire Commission by Mayor Boyd.
16. Future agenda items.

PLEASE TAKE NOTICE that the Council may convene in closed session pursuant to Wis. Stats. §19.85(1):

(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Walmart Excessive Assessment Litigation - Brown County Case Nos. 2023 CV 990 & 2024 CV 1100)

(g) for conferring with legal counsel who is rendering oral or written advice concerning strategy to be adopted by the Council with respect to litigation in which it is or is likely to become involved. (Walmart Excessive Assessment Litigation - Brown County Case Nos. 2023 CV 990 & 2024 CV 1100)

The Council may then reconvene in open session pursuant to Wisconsin Statute Section 19.85(2) to report the results of the closed session and consider the balance of the Agenda.

18. 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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 6, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- 10-15-24 Common Council minutes_draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, October 15, 2024

7:30 PM

Council Chambers and Virtual

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the October 1, 2024 Common Council meeting.

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

4. Public Hearing to act on a request for a Zoning Map Amendment from BP-1 Business Park District, BP-2 Business Park 2 District and CON Conservancy District to BP-2 Business Park 2 District, 2000 Commerce Drive.

A. Notice of Public Hearing.

The notice of public hearing was published in the Press Times on September 27 and October 4, 2024.

B. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom reported that this item is related to a development agreement with Amerilux. Staff has received comments and questions from some adjacent property owners, primarily about buffers between residential and the business park. Director Lindstrom explained that years ago the City sold some land to the original owner for \$1 so that they could install a berm or buffer between their property and any future industrial use.

Mayor Boyd declared the public hearing open. Ledgeview resident and neighboring property owner Jeff Griffin asked about zoning requirements and transitional areas, and Director Lindstrom provided responses. No one else wished to speak so Mayor Boyd declared the hearing closed.

C. Ordinance #24-19 Approving Zoning Map Amendment from BP-1 Business Park 1 District, BP-2 Business Park 2 District and CON Conservancy District to BP-2 Business Park 2 District (ED-3103; 2000 Commerce Drive).

Director Lindstrom reported that TID 10 is scheduled to close around 2033 and TID 17 in 2042, explaining that the properties would be eligible for rezoning after TID 10 closes.

Lindstrom reported that the property owner received an early start permit from the state for the building only and reiterated that the site plan is not being considered tonight. After the site plan is submitted, the public can track its progress on the City's website.

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

5. Public Hearing to act on a request for a Zoning Map Amendment from BP-1 Business Park 1 District to C Commercial District, 1302 S Broadway Street, 1314 S Broadway Street, and 860 O'Keefe Road.

A. Notice of Public Hearing.

The public hearing notice was published in the Press Times on September 27 and October 4, 2024.

B. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom explained that the purpose of this request is to transition existing properties that are more commercial in nature. Mayor Boyd declared the public hearing open; no one wished to speak so he then declared the hearing closed.

C. Ordinance #24-20 Approving Zoning Map Amendment from BP-1 Business Park 1 District to C Commercial District (Parcels ED-F0103, ED-F0103-7 and ED-2078; 1302 South Broadway Street, 1314 South Broadway Street and 860 O'Keefe Road).

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

6. Public Hearing to act on a request for a Zoning Map Amendment from MX1 Downtown Mixed-Use District to PI-2 Campus Public & Institutional District, 221 S Broadway Street.

A. Notice of Public Hearing.

The notice of public hearing was published in the Press Times on September 27 and October 4, 2024.

B. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom reported that this request to rezone the Mulva Cultural Center into a category that is a better fit for its use. Part of the request is due to the applicant's proposal to install an electronic messaging sign.

Mayor Boyd declared the public hearing open. Chet Lamers, executive director of operations for the Mulva Center, offered Council members the opportunity to ask questions. No one else wished to speak, so the mayor declared the hearing closed.

C. Ordinance#24-21 Approving Zoning Map Amendment from MX1 Downtown Mixed-Use District to PI-2 Campus Public & Institutional District (Parcel ED-812; 221 South Broadway Street).

Aldersperson Hansen stated that the Plan Commission held a discussion at their meeting about the sign and noted that only a third of the proposed sign would be digital. Commission members had concerns about how quickly the messages would change, as this could be distracting to drivers. The Police Department recommended a one-minute interval; the minimum threshold in the ordinance is eight seconds. The Plan Commission voted to approve a 15-second interval. Development Services Director Dan Lindstrom pointed out that the sign would be installed parallel to the roadway instead of the typical perpendicular orientation. He reported that staff received one call about this request and the caller was simply looking for information.

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

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

None.

8. Recommendation from Finance/Personnel Committee to Approve 2025 Benefit Renewal & Plan Design Changes.

Human Resources Director Shannon Metzler explained that the change to the emergency room benefit is a result of hospitals changing their billing structure; they are also trying to deter insured members from going to the ER in non-emergency situations. She reported that the need to increase the premium is because the City has seen more members hitting stop loss; the goal is to have a six-month reserve balance of \$1 million. Director Metzler confirmed that the vision plan has always been 100% employee paid.

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

9. Recommendation from Finance/Personnel Committee to forward to Common Council to Approve Salaries for Mayor and City Council for 2026, 2027, 2028 and 2029.

Aldersperson Carpenter moved, seconded by Aldersperson Perock to approve a 3% per year increase for the next four years. Aldersperson Hansen moved to amend the motion to 2% per year; his motion failed for lack of a second.

RESULT:	APPROVED BY ROLL CALL VOTE [7 TO 1]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Devin Perock, Aldersperson
AYES:	Carpenter, Eserkaln, Gantz, Kunding, Ledvina, Perock, Quigley
NAYS:	Jonathon Hansen

10. Recommendation from Finance/Personnel Committee to Approve Camera Corner Connecting Point Quotes for expansion of the City's Surveillance Camera System.

Police Chief Jeremy Muraski reported that there are three funding sources for this project: \$100,000 from the American Rescue Plan Act; \$49,000 from the IT Department budget; and \$12,000 from the Parks Department budget. He then provided details to the Council about the planned installation sites for the cameras and answered questions about the equipment.

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

11. Recommendation from the Board of Public Works on approval of Draft Policy for Full Sanitary Lateral Replacement Program.

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

12. Recommendation from the Board of Public Works on approval of Civic Group Welcome Plaque Policy.

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

13. Recommendation from the Board of Public Works regarding Maintenance along County PP.

Staff noted that signed agreements will still need to be obtained from property owners after approval.

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

14. Consideration and Possible Action to Spend Up To \$2,000 for City Administrator Retirement Party.

Human Resources Director Shannon Metzler explained that the City has a policy on retirement party funding to provide consistency, but staff feels this is an exception because Administrator Delo works with all departments and has many connections in the community. Discussion followed regarding the potential need to revisit the City policy and the dollar amount spent on the previous administrator's retirement. Director Metzler noted that if approved, none of the funding will be spent on alcohol.

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

15. Ordinance #24-22 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations (Schedules F and G)

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

16. Resolution #24-90 Authorizing Termination of Agreement for Contractor Services Between the City of De Pere and Greener Bay Compost LLC.

Assistant City Engineer Chase Kuffel reported that staff is looking to terminate the contract for the end of this year. When the current program is discontinued, staff would like to do a reimbursement program (similar to the sump pump program) if residents use Greener Bay Compost. Kuffel then answered questions from Council members regarding the possibility of setting a cap on the reimbursement amount, and other vendors that might qualify for such a program.

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

17. Resolution #24-91 Authorizing Microsoft 365 Enterprise Agreement and Approving Renewal Quotation.

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

18. Resolution #24-92 Approving Grant Agreement Modification to Wisconsin Division of Public Health Contract No. 62109-4.

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

19. Appointment to the Historic Preservation Commission by Mayor Boyd.

Mary Ann Schumerth was appointed to the Historic Preservation Commission.

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

20. Future agenda items.
None.

21. Adjournment.

Alderperson Carpenter moved, seconded by Alderperson Perock to adjourn the meeting at 8:23PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 6, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 6, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: A. Notice of Public Hearing.

ATTACHMENTS:

- Public Hearing Notice_Discontinuance_Commerce Dr and Profit PL_11-6-24 mtg_Class III (PDF)

Publish: October 11, October 18, October 25, 2024, in the Press-Times (Class III Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Wednesday, November 6, 2024**, at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on a discontinuance of a public thoroughfare at **2000 Commerce DR and 2051 Profit PL**, adjacent to Parcels ED-3103 and ED-2051, described as:

Adjacent to ED-3103: Part of the Southeast 1/4 of the Southeast 1/4, Section 33, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the southeast corner of said Section 33; thence N89°20'38"W, 1040.05 feet on the south line of said Southeast 1/4; thence N00°39'22"E, 851.04 feet to the southwest corner of Lot 41, East Side Industrial Park Fourth Addition, Volume 24, Pages 199-200, Document Number 2983125; thence N25°06'53"W, 255.32 feet on the west line of said Lot 41 to the southeast corner of Profit Place; thence N27°53'35"W, 40.00 feet on the east right of way of Profit Place to the POINT OF BEGINNING; thence S61°29'29"W, 147.55 feet on the centerline of Profit Place; thence 40.76 feet on the arc of a 65.00 foot radius curve to the left, having a long chord which bears N24°38'32"W, 40.09 feet to the north right of way of Profit Place; thence N61°29'29"E, 145.28 feet on said north right of way to the east right of way of Profit Place; thence S27°53'35"E, 40.00 feet on said east right of way to the Point of Beginning.

Said parcel contains 5,771 Square Feet (0.132 Acres) of land more or less.

Adjacent to ED-2382: Part of the Southwest 1/4 of the Southeast 1/4 and part of the Southeast 1/4 of the Southeast 1/4, Section 33, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the southeast corner of said Section 33; thence N89°20'38"W, 1040.05 feet on the south line of said Southeast 1/4; thence N00°39'22"E, 851.04 feet to the southwest corner of Lot 41, East Side Industrial Park Fourth Addition, Volume 24, Pages 199-200, Document Number 2983125; thence N25°06'53"W, 255.32 feet on the west line of said Lot 41 to the south right of way of Profit Place, the POINT OF BEGINNING; thence S61°29'29"W, 197.07 feet on said south right of way; thence 66.91 feet on the arc of a 65.00 foot radius curve to the left, having a long chord which bears N22°48'29.5"E, 63.99 feet to the centerline of Profit Place; thence N61°29'29"E, 147.55 feet on said centerline to the east right of way of Profit Place; thence S27°53'35"E, 40.00 feet on said east right of way to the Point of Beginning.

Said parcel contains 6,528 Square Feet (0.150 Acres) of land more or less.

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S. Broadway ST, De Pere WI) or electronically. Electronic or telephonic access to the

meeting is below: Computer/smart phone accessing <https://www.gotomeet.me/DePere> OR
dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117
Access Code: 154-883-285.

A map and detailed description of the proposed right-of-way discontinuance is available by emailing Peter Schleinz at pchleinz@deperewi.gov.

Dated this 4th day of September, 2024.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 6, 2024

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: B. Recommendation from Plan Commission.

On August 27, 2024, Plan Commission unanimously recommended approval of the right-of-way discontinuance with one condition by a vote of 7-0.

On September 3, 2024, Common Council reviewed the resolution for the right-of-way discontinuance.

NOTE: The original Plan Commission report referenced a public hearing potentially taking place on October 15, 2024, however the public hearing was scheduled for November 6, 2024.

ATTACHMENTS:

- PC Report - ROW Discontinuance - Profit PL (DOCX)
- Application Form (PDF)

- Item 7:** Consideration and possible action for a right-of-way discontinuance at 2000 Commerce DR and 2051 Profit PL (Adjacent to Parcels ED-3103, ED-2382).*

PROPOSED RIGHT-OF-WAY DISCONTINUANCE



REQUESTED ACTION: Public Right-Of-Way Discontinuance Approval.

The proposal shortens the right-of-way for future development. A cul-de-sac is proposed at the end of the remaining shortened right-of-way.

COMMON DESCRIPTION: 2000 Commerce DR and 2051 Profit PL. located approximately 600 feet northeast from the Profit PL and Destiny DR intersection.

ZONING: The right-of-way is adjacent to Business Park-1 District (BP-1) and Business Park-2 (BP-2) District.

SURROUNDING LAND USES: Developing Business Park (BP-1, BP-2) to the north, east, and west. Business Park (BP-1) to the south.

COMPREHENSIVE PLAN: Business Park.

APPLICANT / OWNERS: Authorized Representative and Owner
City of De Pere
335 S Broadway ST
De Pere, WI 54115

LAND USE HISTORY: The right-of-way was built in the early 2000's.

STAFF REVIEW:

When reviewing a right-of-way vacation/discontinuance, staff utilizes the process identified in Wisconsin State Statutes 66.103 and 66.105. The role of the Plan Commission in the process is to determine if such a vacation/discontinuance is necessary and if so, recommend to the Common Council that the right-of-way be vacated/discontinued. The following are factors for consideration:

- The right-of-way will no longer be needed due to proposed future development at the northern end of the right-of-way.
- The right-of-way will be divided into two and attached to an adjacent parcel(s).
- The discontinuance has been reviewed by the Development Services Department and Engineering staff. Conditions of approval added are listed at the end of this report.

REVIEW PROCESS:

The Common Council will review the Plan Commission recommendation twice, first as a resolution on September 3, 2024 and then with a public hearing and resolution potentially on October 15, 2024.

Immediately adjacent property owners were notified of all proposed meetings and no comments were received. The review process follows State Statute requirements, which includes a Class III public hearing notification. There is not a 300-foot nearby neighbor notification requirement.

STAFF RECOMMENDATION:

Staff recommends APPROVAL and forwarding the 2000 Commerce DR and 2051 Profit PL right-of-way discontinuance to the Common Council for final approval with the following condition:

1. The entire right-of-way is retained as an easement; all utility easements are retained.

Note: it is likely that all or part of the underlying easements will be released at a later date in a separate request.



Planning/Zoning Application

Planning & Zoning Department

1.b

Submitted On:

Aug 8, 2024, 11:25AM EDT

Parcel Number: (Include ALL parcels)	ROW between ED-3103, ED-3104, and ED-2051.
Nearest property address to the project site:	Street Address: 2050 Profit PL City: De Pere State: W Zip: 54115
Check each project type that is being applied for:	Right-of-way Discontinuance
Current De Pere Zoning Districts:	None, in the right-of-way
Existing Site Land Uses:	Right-of-way
Proposed Site Land Uses:	Business Park/Industrial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: City of Last Name: De Pere
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 335 S Broadway ST City: De Pere State: W Zip: 54115
Property Owner's Phone Number:	920-339-4043
Property Owner's Email Address:	pschleinz@deperewi.gov
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Peter Last Name: Schleinz
Authorized Representative's Business Name:	City of De Pere

Authorized Representative's Phone Number:	920-339-4043	1.b
Authorized Representative's Email Address:	pschleinz@deperewi.gov	
Please attach an EXHIBIT MAP with the Right-of-way Discontinuance boundary.	Vacation Exhibit.pdf	
Please attach a WORD DOCUMENT with the boundary legal description and a description about why the Right-of-way Discontinuance is needed.	Profit Place Vacation Legal Description.docx	
How do you plan on paying for your application?	City is the petitioner	
Total Due:	\$350.00	
Signature Data	First Name: Peter Last Name: Schleinz Email Address: pschleinz@deperewi.gov  Signed at: August 8, 2024 11:25am America/New_York	
User's Session Information	IP Address: 216.56.64.34 Referrer URL:	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 6, 2024

DEPARTMENT: City Attorney

FROM: Angela Zills

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

ATTACHMENTS:

- Reso24-80-Final (PDF)
- Exhibit A-Reso24-80 (PDF)
- Exhibit B-Reso24-80 (PDF)

RESOLUTION #24-80

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(Right-of-Way Discontinuance at 2000 Commerce Drive and 2051 Profit Place
adjacent to Parcels ED-3103 and ED-2382)

WHEREAS, the City of De Pere has initiated the vacation and discontinuance of a portion of public thoroughfare in accordance with the requirements of Wis. Stats. § 66.1003(4)(a); and

WHEREAS, the public interest may require the vacation of said right-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on November 6, 2024 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The following described right-of-way at 2000 Commerce Drive and 2051 Profit Place, located approximately 600 feet northeast of the Profit Place/Destiny Drive intersection, adjacent to Parcels ED-3103 and ED-2382, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

ED-3103

Part of the Southeast 1/4 of the Southeast 1/4, Section 33, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the southeast corner of said Section 33; thence N89°20'38"W, 1040.05 feet on the south line of said Southeast 1/4; thence N00°39'22"E, 851.04 feet to the southwest corner of Lot 41, East Side Industrial Park Fourth Addition, Volume 24, Pages 199-200, Document Number 2983125; thence N25°06'53"W, 255.32 feet on the west line of said Lot 41 to the southeast corner of Profit Place; thence N27°53'35"W, 40.00 feet on the east right of way of Profit Place to the POINT OF BEGINNING; thence S61°29'29"W, 147.55 feet on the centerline of Profit Place; thence 40.76 feet on the arc of a 65.00 foot radius curve to the left, having a long chord which bears N24°38'32"W, 40.09 feet to the north right of way of Profit Place; thence N61°29'29"E, 145.28 feet on said north right of way to the east right of way of Profit Place; thence S27°53'35"E, 40.00 feet on said east right of way to the Point of Beginning.

Resolution #24-80

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Said parcel contains 5,771 Square Feet (0.132 Acres) of land more or less.

and

ED-2382

Part of the Southwest 1/4 of the Southeast 1/4 and part of the Southeast 1/4 of the Southeast 1/4, Section 33, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the southeast corner of said Section 33; thence N89°20'38"W, 1040.05 feet on the south line of said Southeast 1/4; thence N00°39'22"E, 851.04 feet to the southwest corner of Lot 41, East Side Industrial Park Fourth Addition, Volume 24, Pages 199-200, Document Number 2983125; thence N25°06'53"W, 255.32 feet on the west line of said Lot 41 to the south right of way of Profit Place, the POINT OF BEGINNING; thence S61°29'29"W, 197.07 feet on said south right of way; thence 66.91 feet on the arc of a 65.00 foot radius curve to the left, having a long chord which bears N22°48'29.5"E, 63.99 feet to the centerline of Profit Place; thence N61°29'29"E, 147.55 feet on said centerline to the east right of way of Profit Place; thence S27°53'35"E, 40.00 feet on said east right of way to the Point of Beginning.

Said parcel contains 6,528 Square Feet (0.150 Acres) of land more or less.

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All existing utility easements and rights incidental thereto are retained within the vacated right-of-way as provided under § 66.1005(2)(a). Said public right-of-way to be vacated is as shown and dimensioned on the scale maps attached hereto and incorporated by reference herein as Exhibits A and B.

Section 2. The City Clerk is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this resolution.

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 3rd day of September, 2024.

Resolution #24-80
Page 3 of 3

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of
November, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

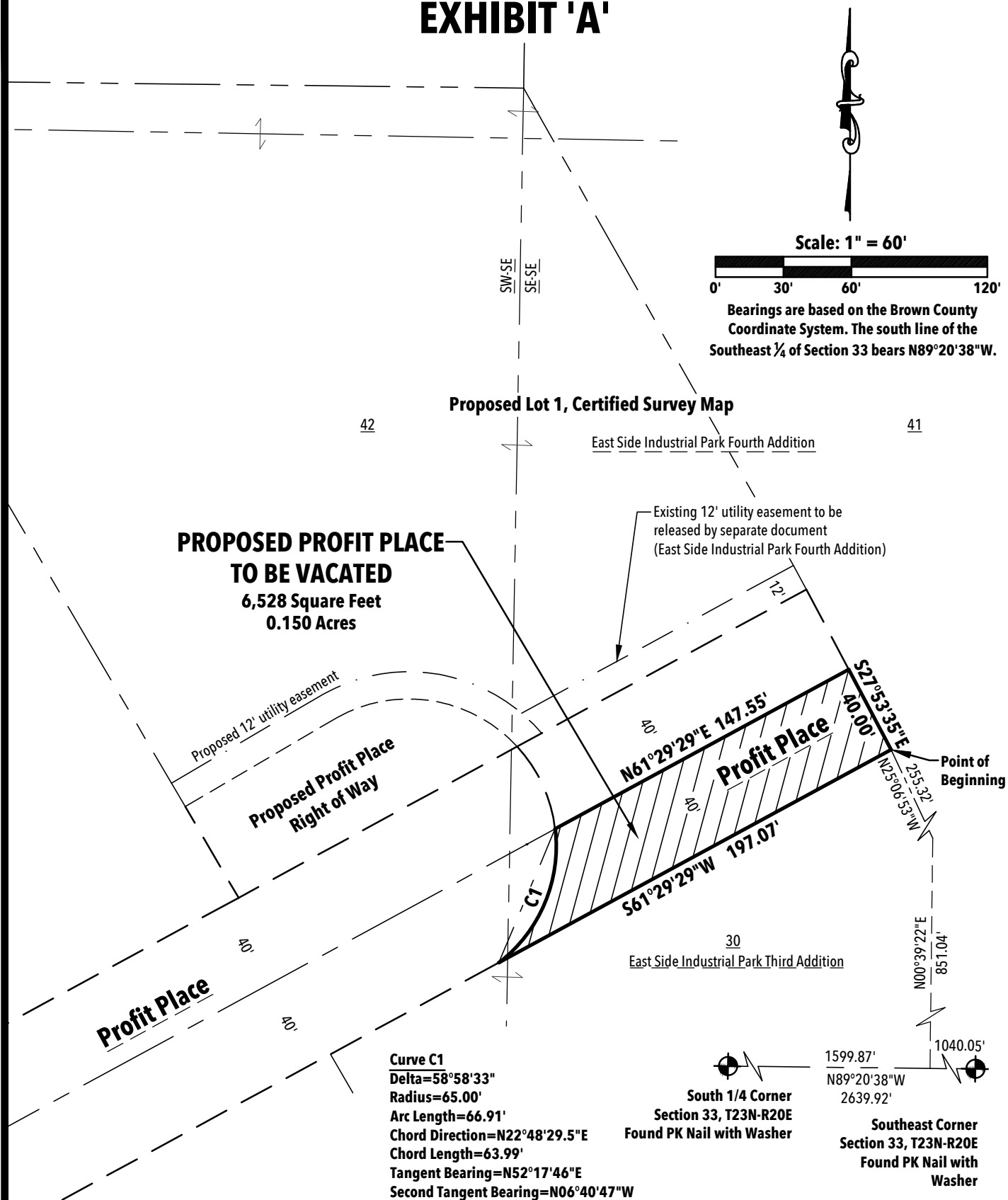
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Review: 08/26/2024

EXHIBIT 'A'



REL Robert E. Lee
& Associates, Inc.

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



CITY OF DE PERE
Engineering Division
925 S. Sixth Street
De Pere, Wisconsin 54115

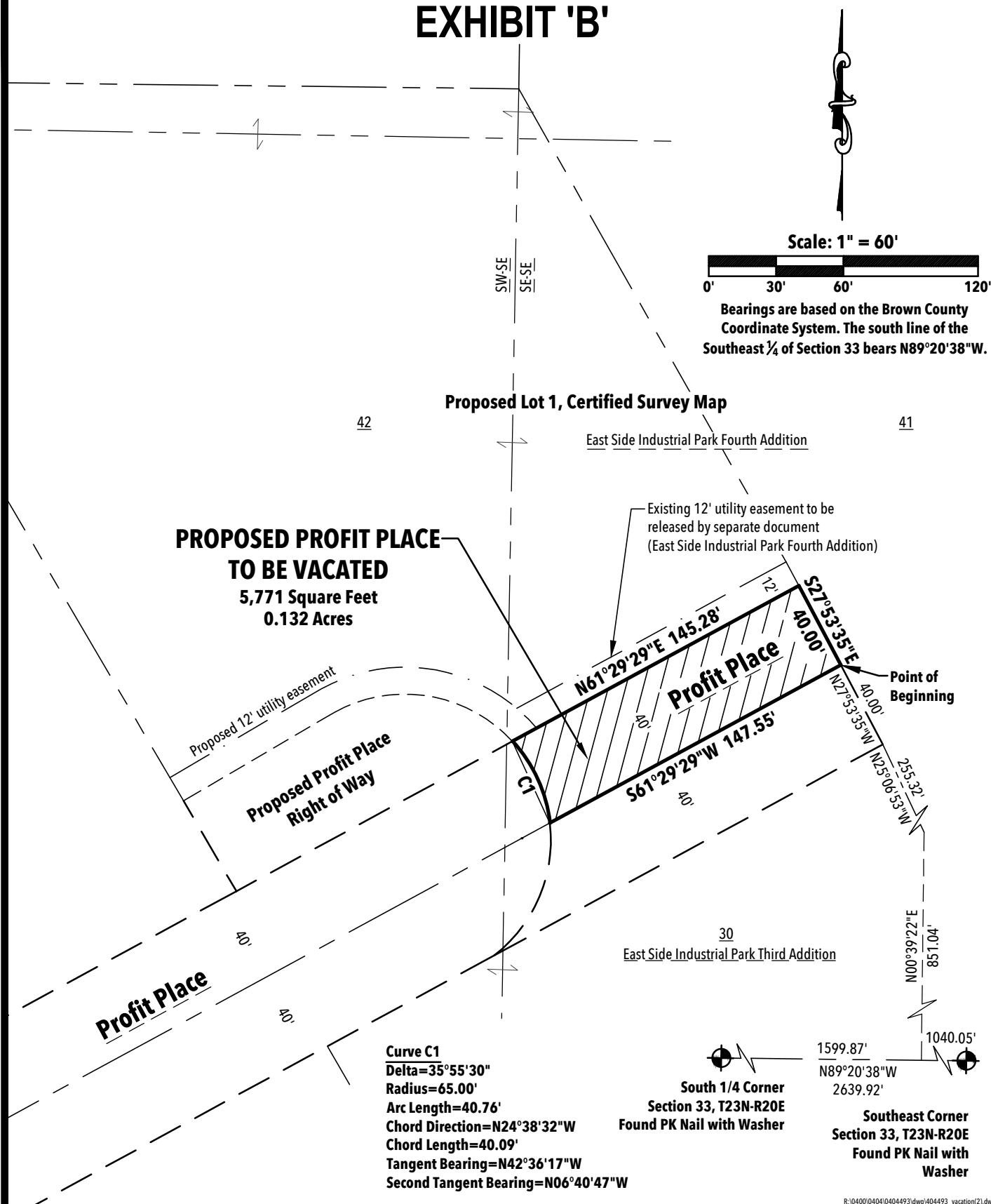
Office (920) 339-4061
Fax (920) 339-4071

Date: 08/12/2024

REL Job #: 404493

Exhibit
Sheet 1 of 1

EXHIBIT 'B'





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 6, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 6, 2024

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

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

ATTACHMENTS:

- Memo.De Pere Baseball Donation (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki, Director of Parks, Recreation and Forestry
Date: October 17, 2023

RE: De Pere Baseball Donation

The De Pere Baseball Association is proposing to donate/fund several improvements to the baseball diamonds at Kelly Danen and Southwest Park. The value of the donation is \$23,680. De Pere Baseball is proposing to improve the fields in several ways, which are listed below:

- Replace sod on upper field at Kelly Danen
- Edge infield and Pitchers Mound at the lower field of Kelly Danen
- Replace and grade new infield mix at Kelly Danen for both fields
- Edging and add mix along warning tracks
- Regrade infield mix and place new pegs in field to accommodate 46/60 and 50/70 base paths at Southwest Park practice field.

Staff recommends approval of the donation.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 6, 2024

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

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

At the October 30, 2024 De Pere Business Improvement District (DBID) Board meeting, the board unanimously recommended approval of the 2025 DBID operating plan subject to proposed changes now incorporated into the operating plan submitted for approval. Motion passed 6-0

ATTACHMENTS:

- BID_OperatingPlan_2025 Final BID Recommendation 10302024 (PDF)

De Pere Business Improvement District 2025 Operating Plan (Year Eleven)



Approved by De Pere Business Improvement District: **10/30/2024 (scheduled)**
 Approved by De Pere Common Council: **11/6/2024 (scheduled)**

The 2025 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

Name	Position	Term Expiration	Role
Tom Gavic	Chairperson	2024	Office Representative
Rich Starry	Vice Chairperson	2025	Property Owner (1)
Larry Delo	Secretary	2025	City of De Pere Representative
Mary Boyd	Board Member	2024	Hospitality Representative
Brent Felchlin	Board Member	2024	Retail Representative
Maya Romboy	Board Member	2025	Community Representative
Final Position Vacant	Board Member	-	Property Owner (2)

Downtown De Pere, Inc.

Tina Quigley - Executive Director
Brennan Hutjens - Board President (2025)

City of De Pere

Daniel Lindstrom - Development Services Director
Quasan Shaw - Community and Economic Development Specialist



**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 88 active BIDs in the State of Wisconsin across 49 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.

II. 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, "BID 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:

- Allow for private property owners to work together in conjunction with the City to develop the District.
- 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.
- Provide for an equitable and fair mechanism for funding initiatives that will benefit all business and property owners in the District.
- 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:

- The BID was created by the Common Council of the City of De Pere.
- An operating Board (BID Board), comprised mostly of property and business owners within the District, has all powers necessary to implement the DBID Operating Plan.
- The City collects BID assessments from District property owners following the approved assessment formula.
- 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 of 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 exclusively 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.

III. 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 2025.

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.
9. Partner with the City, Downtown De Pere Inc, property owners, business owners, customers, and residents to assist with 2025 Downtown Master Plan Update.

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. (Ongoing)
- b. Provide technical assistance to independently owned businesses (marketing and promotions, storefront/window displays, business plan development, retail space improvements, etc.). (Ongoing)
- c. Conduct business retention surveys to identify activities that add value and help drive small business success, including participation in the annual business walk. (Monthly and September Business Walk)
- d. Provide business owners with funding assistance by identifying opportunities including grants, low-interest loans, etc. Assist with the application process to secure funding, including working with the City of De Pere for the Experience De Pere Downtown Business Recruitment Grant program. (Ongoing)
- e. Provide business owners with information on changing markets. (Ongoing)
- f. Inform business owners of seminars, workshops, webinars, etc. to help improve their business. (Ongoing)
- 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. (Ongoing)
- h. Conduct an in person visit with Wisconsin Main Street and National Main Street for Tech Visit with WEDC. (January 2025)

Support Action

- a. Downtown De Pere Inc, BID Board, and City work to establish a strategic business retention and recruitment program that considers market demand and complements existing businesses. (July 2025)
- b. Establish existing business touch-point/tracking metrics. (July 2025)
- c. Support plans for the redevelopment of vacant and underutilized properties (360 Main Ave, Former Shopko, Front Street, etc.). (Ongoing)

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. (October 2025)

- 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. (Ongoing)
- 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.) (October 2025)

Support Action

- a. 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. (Ongoing)

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

- a. 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. Streetscape Improvements

Direct Action

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

Support Action

- a. None

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

- a. Activate the Michael J Walsh Plaza by programming special events and activities to encourage community gatherings.
- b. Continue implementing new and innovative public art projects.
- c. 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.
- d. 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.
- e. Support future infrastructure projects and continue to promote pedestrian and bicycle facilities and stormwater management, consistent with ideas presented in the long-range Plans.
- f. 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 success of the Cobblestone Hotel redevelopment at 499 Main Ave. (Ongoing)

Support Action

- a. 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. (Ongoing)

5. General/Operational

Direct Action

- a. Coordinate with the City of De Pere to conduct an annual meeting (required). (Ongoing)
- b. Coordinate with Downtown De Pere, Inc to conduct quarterly informational meetings. (Ongoing)
- c. Prepare BID annual plan in coordination with Downtown De Pere, Inc. annual plan (required annually).
- d. Conduct building/property owners outreach to establish a database for communications (Bi-annual property owner meetings, bi-annual building owner meetings). (Ongoing)
- 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. (September 2025)
- f. Conduct and contract a pilot year snow removal for interested businesses. (Ongoing)
- 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. (Ongoing)
- h. Prepare and implement an action plan for budget tracking to separate out BID expenses vs other expenses. (Ongoing)
- i. Ongoing research and annually study De Pere BID annual assessments compared to other similar communities in Wisconsin. The comparison should in communities of similar size, similar characteristics, and/or in this region. (Ongoing)
- j. Take all further action needed to carry out the general purposes of the BID Operating Plan as are allowed by BID law. (Ongoing)

Support Action

- a. None

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

- a. 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.
- b. Raise funds for projects and administration from donations, grants, sponsorships, etc.

- c. 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.
- d. 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.

IV. 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 annually 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:

- 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.
- 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.
- 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.
- 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 2025 De Pere BID includes 218 parcels or parcel equivalents. Out of the 218 parcels, 46 are tax-exempt and 35 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 2025 Assessment Income (from 2024 assessments):	\$140,134.20
---	--------------

2024 Budgeted Expenses

Contract with Downtown De Pere, Inc.:	\$140,134.20
City of De Pere Administrative Costs/Downtown Master Plan:	<u>\$10,000.00</u>
Total:	\$130,134.20

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, operating plan preparation, and working to complete and implement a new Downtown Master Plan.

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.

B. 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.

C. 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.

D. 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.

Public Review Process

E. 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.

V. 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.

VI. 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 on December 14, 2021 and the Common Council December 21, 2021. (See Appendix E for the adopted Bylaws).

VII. Financing Method

The proposed expenditures outlined in the budget will be financed with funds collected from the BID assessment. It is estimated that in 2025, the BID will receive \$140,134.20 from the BID 2024 special assessments. Monies collected from the BID assessment will also be used to contract with Downtown De Pere, Inc. following the DBID Operating Plan.

VIII. 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 2025 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 the 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 2024 (to fund the 2025 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.

IX. 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:

- Encourage County, State, and Federal Governments to support activities of the District.
- Monitor, and when appropriate apply for, outside funds which could be used in support of the District.
- Collect assessments and maintain a segregated account.
- Provide disbursement of BID funds to service providers following the DBID Operating Plan and budget.
- Obtain and review annual audits/reviewed financial statements as required per Section 66.1109 (3) (c).
- Review annual audits/reviewed financial statements as required by Section 66.1109 (3) (e) of the BID Law.
- 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.
- Adopt this DBID Operating Plan in the manner required by the BID Law.
- Appoint and confirm new BID Board members as required by BID Law.
- Provide Staff for the operation, facilitation, and support of the BID Board.

X. Required Statements

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

- 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.
- 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.

- 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.
- 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.
- 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.
- 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.

XI. 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 2025, \$10,000 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 and Consulting: \$9,850 (this amount covers only a portion of the time needed to calculate the assessment data, assist with the BID meetings, and update the annual operating plan and completion of an updated 2025 Downtown Master Plan)

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)

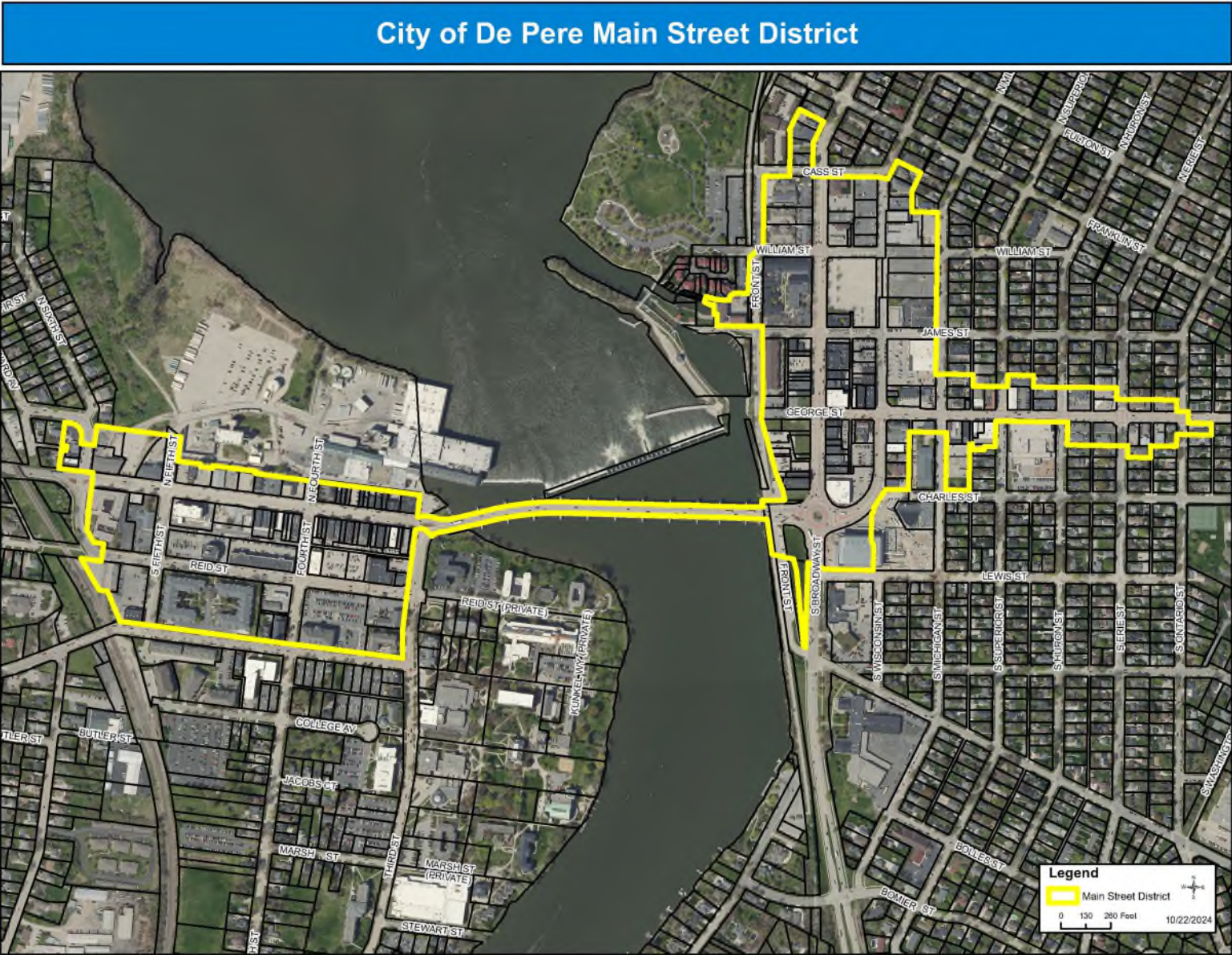
GIS Coordinator/Project Manager (BID map, parcel & assessment data)

City Clerk (submittal of assessment data to the County)

City Attorney (statute review)

Downtown De Pere, Inc. Budget

In 2025, the BID Board will contract with Downtown De Pere, Inc. in the amount of \$130,134.20 to implement the Operating Plan. The Downtown De Pere, Inc. 2025 budget will be provided for review at the annual membership meeting.



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

2024 De Pere Business Improvement District Assessments (for 2025 BID Operating Plan)						
Parcel ID	Site Address	Property Owner Name(s)	Property Classification		Total Property Value	BID Assessment Value
			Primary	Auxiliary		
BID Eligible Properties						
ED-18-65	201 JAMES ST	CHATEAU DEPERE LLC	2		\$ 2,288,800	\$ 3,000
ED-376	0 N BROADWAY ST	435 BROADWAY LLC	2		\$ 924,100	\$ 1,848
ED-377	435 N BROADWAY ST	435 BROADWAY LLC	2		\$ 20,300	\$ 275
ED-432	432 N WISCONSIN ST	RYAN D PICHLER & CHRISTINE E PICHLER	2		\$ 321,000	\$ 642
ED-432-1	340 N WISCONSIN ST	VOYAJONES LLC	2		\$ 766,700	\$ 1,533
ED-660	1002 GEORGE ST	1002 GEORGE STREET LLC	2		\$ 199,800	\$ 400
ED-758	301 N BROADWAY ST	BEEKOZ LLC	2		\$ 1,400,000	\$ 2,800
ED-758-1	300 N BROADWAY ST BLK	BEEKOZ LLC	2		\$ 1,400,000	\$ 2,800
ED-767	129 N BROADWAY ST	BROOKS TL HOLDINGS LLC	2		\$ 153,400	\$ 307
ED-767-1	131 N BROADWAY ST	MC KIM T BOYD & LISA J B BOYD	2		\$ 136,700	\$ 273
ED-768	127 N BROADWAY ST	SCOTT TROWBRIDGE & GRETCHEN R TROWBRIDGE	2		\$ 465,600	\$ 931
ED-771	117 N BROADWAY ST	AGAPE SALON LLC	2		\$ 628,600	\$ 1,257
ED-772	115 N BROADWAY ST	SAKS HOLDINGS LLC	2		\$ 234,500	\$ 469
FD-774	109-113 N BROADWAY ST	SAKS HOLDINGS LLC	2		\$ 470,600	\$ 941
ED-775	107 N BROADWAY ST	MARC P BRUMMEL & PAULA K BRUMMEL	2		\$ 520,000	\$ 1,040
ED-783	100 S BROADWAY ST	MP BROADWAY LLC	2		\$ 68,100	\$ 275
ED-784	106 S BROADWAY ST	MP BROADWAY LLC	2		\$ 22,900	\$ 275
ED-785	114 S BROADWAY ST	MP BROADWAY LLC	2		\$ 67,200	\$ 275
ED-788	118 S BROADWAY ST	MP BROADWAY LLC	2		\$ 19,300	\$ 275
ED-790	132 S BROADWAY ST	MP BROADWAY LLC	2		\$ 170,000	\$ 340
ED-798	302 GEORGE ST	MP BROADWAY LLC	2		\$ 42,100	\$ 275
FD-816	416 GEORGE ST	416 GEORGE STREET LLC	2		\$ 805,000	\$ 1,610
ED-823	150 S WISCONSIN ST	H&M LOMITA LLC	2		\$ 3,114,100	\$ 3,000
ED-824	125 S BROADWAY ST	BEILKE LLC	2		\$ 502,100	\$ 1,004
ED-826	123 S BROADWAY ST	BIRDER STUDIO OF PERFORMING ARTS INC	2		\$ 242,300	\$ 485
ED-828	111 S BROADWAY ST	HZ PROPERTIES LLC	2		\$ 232,300	\$ 465
ED-829	115 S BROADWAY ST	ZOELLER THOMAS G REVOCABLE TRUST	2		\$ 593,300	\$ 1,187
ED-831	107 S BROADWAY ST	SAKS HOLDINGS LLC	2		\$ 294,800	\$ 590
ED-833	101 S BROADWAY ST UNIT A-D	SAKS HOLDINGS LLC	2		\$ 390,000	\$ 780
FD-837	115 N WISCONSIN ST	FIT FAMILY LLC	2		\$ 591,600	\$ 1,183
ED-836	117 N WISCONSIN ST	FIT FAMILY LLC	2*		\$ -	\$ -
ED-840	421 GEORGE ST	LEE BUILDING CORP THE	2		\$ 858,700	\$ 1,717
ED-841	417 GEORGE ST	MOVIE TYME ENTERTAINMENT LLC	2		\$ 282,300	\$ 565
ED-842	415 GEORGE ST	WADE CONARD	2		\$ 347,300	\$ 695
ED-844	102 N BROADWAY ST	BROADWAY INVESTMENT PARTNERS LLC	2		\$ 6,217,200	\$ 3,000
ED-847	112 N BROADWAY ST	STARRY DEVELOPMENT LLC	2		\$ 595,800	\$ 1,192
ED-848	116 N BROADWAY ST	SERA K PROPERTIES LLC	2		\$ 458,400	\$ 917
FD-850	124 N BROADWAY ST	LEE BUILDING CORP THE	2		\$ 2,074,200	\$ 3,000
ED-857	200 N BROADWAY ST	UNION HOTEL CORP	2		\$ 505,500	\$ 1,011
ED-869	302 N BROADWAY ST	NORTHERN GAS LLC	2		\$ 503,800	\$ 1,008
ED-870	314 N BROADWAY ST	WITZYTOO HOLDINGS LLC	2		\$ 61,000	\$ 275
ED-871	330 N BROADWAY ST	WITZYTOO HOLDINGS LLC	2		\$ 348,200	\$ 695

2024 De Pere Business Improvement District Assessments (for 2025 BID Operating Plan)						
Parcel ID	Site Address	Property Owner Name(s)	Property Classification		Total Property Value	BID Assessment Value
			Primary	Auxiliary		
ED-878	310 N WISCONSIN ST	126 SOUTH BROADWAY LLC	2		\$ 1,556,200	\$ 3,000
ED-880	320 N WISCONSIN ST	LKW HOLDINGS LLC	2		\$ 401,700	\$ 803
ED-886	206 N WISCONSIN ST	ASSOCIATED DEPERE BANK	2		\$ 1,458,800	\$ 2,918
ED-893	144 N WISCONSIN ST	SEROOGY BROTHERS LLP	2		\$ 1,295,000	\$ 2,590
ED-897	519 GEORGE ST	LTF INVESTMENTS LLC	2		\$ 387,200	\$ 774
ED-900	515 GEORGE ST	DEPERE LAW BUILDING LLC	2		\$ 655,000	\$ 1,310
ED-901	106 N WISCONSIN ST	LUMEN PROPERTIES LLC	2		\$ 275,000	\$ 550
ED-907	518 GEORGE ST	BELLA NOVA LLC	2		\$ 418,300	\$ 837
ED-915	127 S WISCONSIN ST	STECK LLC	2		\$ 549,200	\$ 1,098
ED-916	119 S WISCONSIN ST	PUMPKIN HEADS LLC	2		\$ 197,800	\$ 396
ED-917	115 S WISCONSIN ST	SEROOGY BROTHERS LLP	2		\$ 310,000	\$ 620
ED-918	502 GEORGE ST	JDA ENTERPRISES OF WISCONSIN LLC	2		\$ 497,800	\$ 996
ED-949	620 GEORGE ST	DAME PROPERTIES LLC	2		\$ 705,100	\$ 1,410
ED-949-1	614 GEORGE ST	PHS HOLDINGS LLC	2		\$ 604,100	\$ 1,208
ED-952-1	0 S SUPERIOR ST	PHS HOLDINGS LLC	2		\$ 8,600	\$ 275
ED-960	610 GEORGE ST	CRESCENT MOON DE PERE LLC	3		\$ 177,400	\$ 355
ED-961	600 GEORGE ST	GREGORY J CORNELL	2		\$ 462,700	\$ 925
ED-966	623 GEORGE ST	DECLERNE PROPERTIES LLC	2		\$ 485,300	\$ 971
ED-967	615 GEORGE ST	DANEN PROPERTIES LLC	2		\$ 241,700	\$ 483
ED-968-1	611 GEORGE ST	DANEN PROPERTIES LLC	2		\$ 135,800	\$ 272
ED-968-2	609 GEORGE ST	VANEGEREN MARSHA REVOCABLE LIVING TRUST	2		\$ 400	\$ 275
ED-968-3	609 GEORGE ST	DANEN PROPERTIES LLC	2		\$ 277,400	\$ 555
ED-969	108 N MICHIGAN ST	DANEN PROPERTIES LLC	2*		\$ 260,000	\$ 520
ED-970	114 N MICHIGAN ST	WILDROOT LLC	1		\$ 281,200	\$ 562
ED-1006	109 N HURON ST	LTF INVESTMENTS LLC	2*		\$ 138,500	\$ 277
ED-1010	114 N SUPERIOR ST	LTF INVESTMENTS LLC	2*		\$ 24,100	\$ 275
ED-1007	715 GEORGE ST	LTF INVESTMENTS LLC	2		\$ 54,200	\$ 275
ED-1008	705 GEORGE ST	LTF INVESTMENTS LLC	2		\$ 374,600	\$ 749
ED-1048	820 GEORGE ST	DE PERE CHIROPRACTIC HOLDINGS LLC	2		\$ 425,500	\$ 851
ED-1058	802 GEORGE ST	FLOUR CHILD LLC	2		\$ 458,600	\$ 917
ED-1065	109 N ERIE ST	NEW HORIZON ENTERPRISES LLC	2		\$ 47,400	\$ 275
ED-1066	821 GEORGE ST	NEW HORIZON ENTERPRISES LLC	2		\$ 519,200	\$ 1,038
ED-1067	805 GEORGE ST	OFFICE HARMONY LLC	2		\$ 752,300	\$ 1,505
ED-1088	921 GEORGE ST	SUMMERLEIGH ASSOCIATES INC	2		\$ 362,000	\$ 724
ED-1089	905 GEORGE ST	BEACHWALKER EXPRESS LLC	2		\$ 376,700	\$ 753
ED-1095	914 GEORGE ST	CAPRICORN PROPERTIES INC	2		\$ 566,000	\$ 1,132
ED-1103	115 S ERIE ST	LEDGE HEAVEN LLC	2		\$ 307,000	\$ 614
ED-1104	908 GEORGE ST	CRAIG R NELSON & DIANE C NELSON	2		\$ 251,400	\$ 503
ED-1105	900 GEORGE ST	CLYDE B TETZLAFF & JUANITA M TETZLAFF	2		\$ 200,000	\$ 400
WD-279	509 MAIN AVE	CAPITAL CREDIT UNION	2		\$ 166,800	\$ 334
WD-281	108 S FIFTH ST	CAPITAL CREDIT UNION	2		\$ 965,800	\$ 1,932
WD-283	499 MAIN AVE	DE PERE HOTEL GROUP LLC	2		\$ 4,239,400	\$ 3,000
WD-288	441 MAIN AVE	CHEDDAR HOUSE LLC	2		\$ 389,300	\$ 779

2024 De Pere Business Improvement District Assessments (for 2025 BID Operating Plan)						
Parcel ID	Site Address	Property Owner Name(s)	Property Classification		Total Property Value	BID Assessment Value
			Primary	Auxiliary		
WD-295	444 REID ST	PARK PLACE HOLDINGS REID STREET LLC	2		\$ 2,070,000	\$ 3,000
WD-306	525 REID ST	N E W DEVELOPERS LLC	2		\$ 549,600	\$ 1,099
WD-367	300 MAIN AVE	HAWK HOLDINGS LLC	2		\$ 451,700	\$ 903
WD-369	320 MAIN AVE	THE CONNECTIVE LLC	2		\$ 693,500	\$ 1,387
WD-371	330 MAIN AVE	STAGECOACH ENTERPRISES LLC	2		\$ 247,100	\$ 494
WD-372	334 MAIN AVE	GTO INVESTMENTS LLC	2		\$ 281,500	\$ 563
WD-373	338 MAIN AVE	RICK J HERYMAN	2		\$ 180,900	\$ 362
WD-374	342 MAIN AVE	PAUL H WILLEMS	2		\$ 128,100	\$ 275
WD-375	348 MAIN AVE	CHRIS C RENIER & JULIE A RENIER	2		\$ 184,800	\$ 370
WD-378	366 MAIN AVE	DAVID J MATYAS & SUSAN K MATYAS	2		\$ 308,700	\$ 617
WD-379	368 MAIN AVE	SAKS HOLDINGS LLC	2		\$ 384,500	\$ 769
WD-380	380 MAIN AVE	OLD NELL PROPERTIES LLC	2		\$ 556,600	\$ 1,113
WD-381	400 MAIN AVE	WE4SECOR LLC	2		\$ 481,100	\$ 962
WD-386	436 MAIN AVE	ISC PROPERTY LLC	2		\$ 439,500	\$ 879
WD-387	444 MAIN AVE	F & J PROPERTIES LLC	2		\$ 427,900	\$ 856
WD-387-1	0 MAIN AVE	JAMES J KROPP	2		\$ 70,600	\$ 275
WD-388	486 MAIN AVE	SMOOTH MONEY OF DE PERE LLC	2		\$ 510,400	\$ 1,021
WD-389-2	500 MAIN AVE UNIT A-D	DUTCH BOYZ DE PERE LLC	2		\$ 2,148,100	\$ 3,000
WD-403	103 N SIXTH ST	RALPH E SANDERS & LINDA L SANDERS	2		\$ 504,300	\$ 1,009
WD-404	101 FORT HOWARD AVE	DECLREENE PROPERTIES LLC	2		\$ 392,300	\$ 785
WD-623	500 GRANT ST	GRANT STREET HOLDINGS LLC	2		\$ 758,500	\$ 1,517
WD-884	401 MAIN AVE	SCHLEIS PROPERTIES LLC	2		\$ 576,700	\$ 1,153
WD-885	407 MAIN AVE	LANCE A KOLTZ & SHANNA L KOLTZ	2		\$ 197,800	\$ 396
WD-886	409 MAIN AVE	LANCE A KOLTZ & SHANNA L KOLTZ	2		\$ 288,000	\$ 576
WD-887	413 MAIN AVE	FORMULATE INFINITY HOMES LLC	2		\$ 180,000	\$ 360
WD-888	417 MAIN AVE	417 MAIN LLC	2		\$ 193,700	\$ 387
WD-889	419 MAIN AVE	JAMES J KROPP	2		\$ 556,900	\$ 1,114
WD-893	400 REID ST	PARK PLACE HOLDINGS - 400 REID LLC	2		\$ 3,650,000	\$ 3,000
WD-906	301 MAIN AVE	PHEWI LLC	2		\$ 496,200	\$ 992
WD-907	305 MAIN AVE	GAVIC HOLDINGS LLC	2		\$ 250,000	\$ 500
WD-908	313 MAIN AVE	313 MAIN IN DE PERE LLC	2		\$ 372,500	\$ 745
WD-909	317 MAIN AVE	LIFE CHURCH GREEN BAY INC	2		\$ 786,800	\$ 1,574
WD-910	321 MAIN AVE	LIFE CHURCH GREEN BAY INC	2		\$ 262,200	\$ 524
WD-911	327 MAIN AVE	TILKENS HOLDINGS LLC	2		\$ 507,200	\$ 1,014
WD-912	331 MAIN AVE	NICK BROTHERS PARTNERSHIP	2		\$ 399,100	\$ 798
WD-913	337 MAIN AVE	MIRHASHEMI INC	2		\$ 362,600	\$ 725
WD-915	345 MAIN AVE	MANNING RONALD G & MARY A PFUTZENREUTER JT REV	2		\$ 238,800	\$ 478
WD-917	353 MAIN AVE	SAKS HOLDINGS LLC	2		\$ 337,000	\$ 674
WD-918	355 MAIN AVE	CONNECTIVE PROPERTIES LLC	2		\$ 266,900	\$ 534
WD-920	365 MAIN AVE	SAKS HOLDINGS LLC	2		\$ 917,300	\$ 1,835
WD-921	371 MAIN AVE	ABTS INVESTMENTS LLC	2		\$ 197,800	\$ 396
WD-922	375 MAIN AVE	LARSON REVOCABLE TRUST	2		\$ 314,100	\$ 628
WD-923	377 MAIN AVE	SAKS HOLDINGS LLC	2		\$ 748,700	\$ 1,497

2024 De Pere Business Improvement District Assessments (for 2025 BID Operating Plan)						
Parcel ID	Site Address	Property Owner Name(s)	Property Classification		Total Property Value	BID Assessment Value
			Primary	Auxiliary		
WD-925	115 FOURTH ST	BLACK PUCK REALTY LLC	2		\$ 693,500	\$ 1,387
WD-930	330 REID ST	LUTSEY ENTERPRISES LLP	2		\$ 1,224,500	\$ 2,449
WD-931	116 THIRD ST	AJANGO PROPERTIES LLC	2		\$ 300,700	\$ 601
WD-955	303 REID ST	REID STREET RETAIL LLC	2		\$ 1,522,100	\$ 3,000
WD-961	325 REID ST	HOWALD LLC	2		\$ 4,672,700	\$ 3,000
WD-965	401 REID ST	JAYAMBAY LLC	2		\$ 824,800	\$ 1,650
2024 Parcel Splits						
ED-861	230 N BROADWAY ST	DE PERE 230 DEVELOPMENT PARTNERS LLC	2		\$ 446,500	\$ 893
ED-875-1	230 N WISCONSIN ST	DE PERE 230 DEVELOPMENT PARTNERS LLC	2		\$ 676,300	\$ 1,353
ED-875-2	230 N WISCONSIN ST	DE PERE 230 DEVELOPMENT PARTNERS LLC	2		\$ -	
Total Assessed Property Value					\$ 85,829,200	-
Total BID Assessment Value					-	\$ 140,134

2024 De Pere Business Improvement District Assessments (for 2025 BID Operating Plan)						
Parcel ID	Site Address	Property Owner Name(s)	Property Classification		Total Property Value	BID Assessment Value
			Primary	Auxiliary		
Exempt Property						
ED-756	333 N BROADWAY ST	BROWN COUNTY LIBRARY		X3	\$ -	
ED-789	126 S BROADWAY ST	DE PERE CITY OF	2		\$ 425,000	
ED-861-1	N WISCONSIN ST	DE PERE CITY OF			\$ -	
ED-875	230 N WISCONSIN ST	DE PERE CITY OF			\$ -	
ED-875-3	230 N WISCONSIN ST	DE PERE CITY OF			\$ -	
ED-812	221 S BROADWAY ST	DE PERE CULTURAL FOUNDATION INC		X4	\$ -	
ED-719	0 FRONT ST	DEPERE CITY OF		X4	\$ -	
ED-769	123 N BROADWAY ST	DEPERE CITY OF		X4	\$ -	
ED-776	0 N BROADWAY ST	DEPERE CITY OF		X4	\$ -	
ED-788-1	0 S BROADWAY ST	DEPERE CITY OF		X4	\$ -	
ED-793	0 FRONT ST	DEPERE CITY OF		X4	\$ -	
ED-794	0 FRONT ST	DEPERE CITY OF		X4	\$ -	
ED-796	0 FRONT ST	DEPERE CITY OF		X4	\$ -	
ED-799	0 CHARLES ST	DEPERE CITY OF		X4	\$ -	
ED-833-1	0 GEORGE ST	DEPERE CITY OF		X4	\$ -	
ED-834	0 JAMES ST	DEPERE CITY OF		X4	\$ -	
ED-835	127 N WISCONSIN ST	DEPERE CITY OF		X4	\$ -	
ED-851	134 N BROADWAY ST	DEPERE CITY OF		X4	\$ -	
ED-862	421 CASS ST	DEPERE CITY OF		X4	\$ -	
ED-864	321 N WISCONSIN ST	DEPERE CITY OF		X4	\$ -	
ED-865-1	309 N WISCONSIN ST	DEPERE CITY OF		X4	\$ -	
ED-867	303 N WISCONSIN ST	DEPERE CITY OF		X4	\$ -	
ED-869-1	0 WILLIAM ST	DEPERE CITY OF		X4	\$ -	
ED-881	0 N WISCONSIN ST	DEPERE CITY OF		X4	\$ -	
ED-818	114 S WISCONSIN ST	DEPERE CITY OF MISSION SQUARE PARKING LOT		X4	\$ -	
ED-287	230 S BROADWAY ST	DEPERE CITY OF WELLS PARK		X4	\$ -	
ED-801	0 S BROADWAY ST	DEPERE CITY OF WELLS PARK		X4	\$ -	
ED-751	409 N BROADWAY ST	DEPERE HISTORICAL SOCIETY		X4	\$ -	
ED-752	403 N BROADWAY ST	DEPERE HISTORICAL SOCIETY INC		X4	\$ -	
ED-737	0 FRONT ST	WISCONSIN DEPT OF NATURAL RESOURCES		X2	\$ -	
ED-80-3	0 S BROADWAY ST	WISCONSIN DEPT OF NATURAL RESOURCES		X2	\$ -	
ED-957	121 S MICHIGAN ST	WISCONSIN TELEPHONE CO		X4	\$ -	
WD-389-3	550 MAIN AVE	CHRIST THE ROCK CHURCH INC		X4	\$ -	
WD-389-4	556 MAIN AVE	CHRIST THE ROCK CHURCH INC		X4	\$ -	
WD-389-5	0 FORT HOWARD AVE	CHRIST THE ROCK CHURCH INC		X4	\$ -	
WD-376	360 MAIN AVE	DE PERE CITY OF		X4	\$ -	
WD-377	360 MAIN AVE	DE PERE CITY OF		X4	\$ -	
WD-917-1	0 MAIN AVE	DEPERE CITY OF		X4	\$ -	
WD-917-2	0 MAIN AVE	DEPERE CITY OF		X4	\$ -	
WD-933	110 THIRD ST	DEPERE CITY OF		X4	\$ -	
WD-926	340 REID ST BLK	DEPERE CITY OF NICOLET SQUARE PARKING LOT		X4	\$ -	
WD-928	340 REID ST	DEPERE CITY OF NICOLET SQUARE PARKING LOT		X4	\$ -	

2024 De Pere Business Improvement District Assessments (for 2025 BID Operating Plan)						
Parcel ID	Site Address	Property Owner Name(s)	Property Classification		Total Property Value	BID Assessment Value
			Primary	Auxiliary		
WD-216	300 GRANT ST	SAINT NORBERT COLLEGE INC		X1	\$ -	
WD-634	0 GRANT ST	SAINT NORBERT COLLEGE INC		X4	\$ -	
WD-634-2	400 GRANT ST	SAINT NORBERT COLLEGE INC		X4	\$ -	
WD-404-2	0 MAIN AVE	WISCONSIN DEPT OF TRANSPORTATION		X2	\$ -	
Residential Property						
ED-766	233 N BROADWAY ST	HEARTLAND AFFORDABLE HOUSING DE PERE LLC	2		\$ 4,701,500	
ED-778	100 FRONT ST	LEFEBVRE INVESTMENT CO LLC	2		\$ 2,171,400	
ED-1094	920 GEORGE ST	ROBERT VANDEURZEN	1		\$ 137,400	
WD-310	430 GRANT ST	NICOLET HIGHLANDS LLC	2		\$ 8,894,900	
WD-1646	555 MAIN AVE 101	JODI L SLAGA	1		\$ 273,400	
WD-1647	555 MAIN AVE 102	MARK PROEBER	1		\$ 197,000	
WD-1648	555 MAIN AVE 103	PAUL A SULLIVAN & JILL SULLIVAN	1		\$ 269,600	
WD-1649	555 MAIN AVE 104	JAMES F ROBINSON	1		\$ 269,600	
WD-1650	555 MAIN AVE 105	KENNETH M DINY & CYNTHIA M DINY	1		\$ 269,500	
WD-1651	555 MAIN AVE 106	KENNETH J PETERSEN	1		\$ 269,500	
WD-1652	555 MAIN AVE 107	JOETTE FREY	1		\$ 196,700	
WD-1653	555 MAIN AVE 108	GARY G BONZELL	1		\$ 269,500	
WD-1654	555 MAIN AVE 109	SUZETTE D FRANKLIN	1		\$ 269,600	
WD-1655	555 MAIN AVE 110	KIMBERLY ROBERTS	1		\$ 247,000	
WD-1656	555 MAIN AVE 111	JEFFREY A MOEN & GEORGIA M WIESE-MOEN	1		\$ 235,000	
WD-1657	555 MAIN AVE 112	SUSAN A MINTEN	1		\$ 193,600	
WD-1658	555 MAIN AVE 113	TIMOTHY LINDERS	1		\$ 179,200	
WD-1659	555 MAIN AVE 114	GLENDA R ENDERSON	1		\$ 277,700	
WD-1660	555 MAIN AVE 115	DONNA T PASTERNAK	1		\$ 199,600	
WD-1661	555 MAIN AVE 116	DIANE K DICK	1		\$ 270,200	
WD-1662	555 MAIN AVE 201	CHRISTOPHER D SAMP	1		\$ 386,700	
WD-1663	555 MAIN AVE 202	JOHN ADAM VANDERLEEST	1		\$ 345,000	
WD-1664	555 MAIN AVE 203	WARREN J HAGANES & MARILYN R HAGANES	1		\$ 269,600	
WD-1665	555 MAIN AVE 204	JEAN M PENDLETON	1		\$ 269,600	
WD-1666	555 MAIN AVE 205	EDWARD Y LIN & SIRI WASANA LIN	1		\$ 934,600	
WD-1667	555 MAIN AVE 206	MICHAEL TUBBS	1		\$ 535,700	
WD-1668	555 MAIN AVE 208	ANNA M SZYMANSKI	1		\$ 342,800	
WD-1669	555 MAIN AVE 209	S&K DWYER FAMILY REVOCABLE TRUST	1		\$ 394,300	
WD-1670	555 MAIN AVE 210	OMOLARA LAVAL	1		\$ 375,700	
WD-1671	555 MAIN AVE 211	JOHN VANDEVEN & MICHELENE A VANDEVEN	1		\$ 406,200	
WD-1672	555 MAIN AVE 212	DONNA J WAGNER & STEVEN P WAGNER	1		\$ 382,600	
WD-1673	555 MAIN AVE 213	KYLE H VANDENHEUVEL	1		\$ 354,100	
WD-1674	555 MAIN AVE 214	LINDA L BOYWID, TRUSTEE	1		\$ 475,200	
WD-1675	555 MAIN AVE 215	MATTHEW R CRULL & PAULETTE CRULL	1		\$ 328,500	
WD-1676	555 MAIN AVE 216	IVETE C MILLER	1		\$ 386,400	

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:

1. 2 Owners of property in the District.
2. 1 representative from Service/Retail, Hospitality and Office.
3. 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.
4. 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 6, 2024

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

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

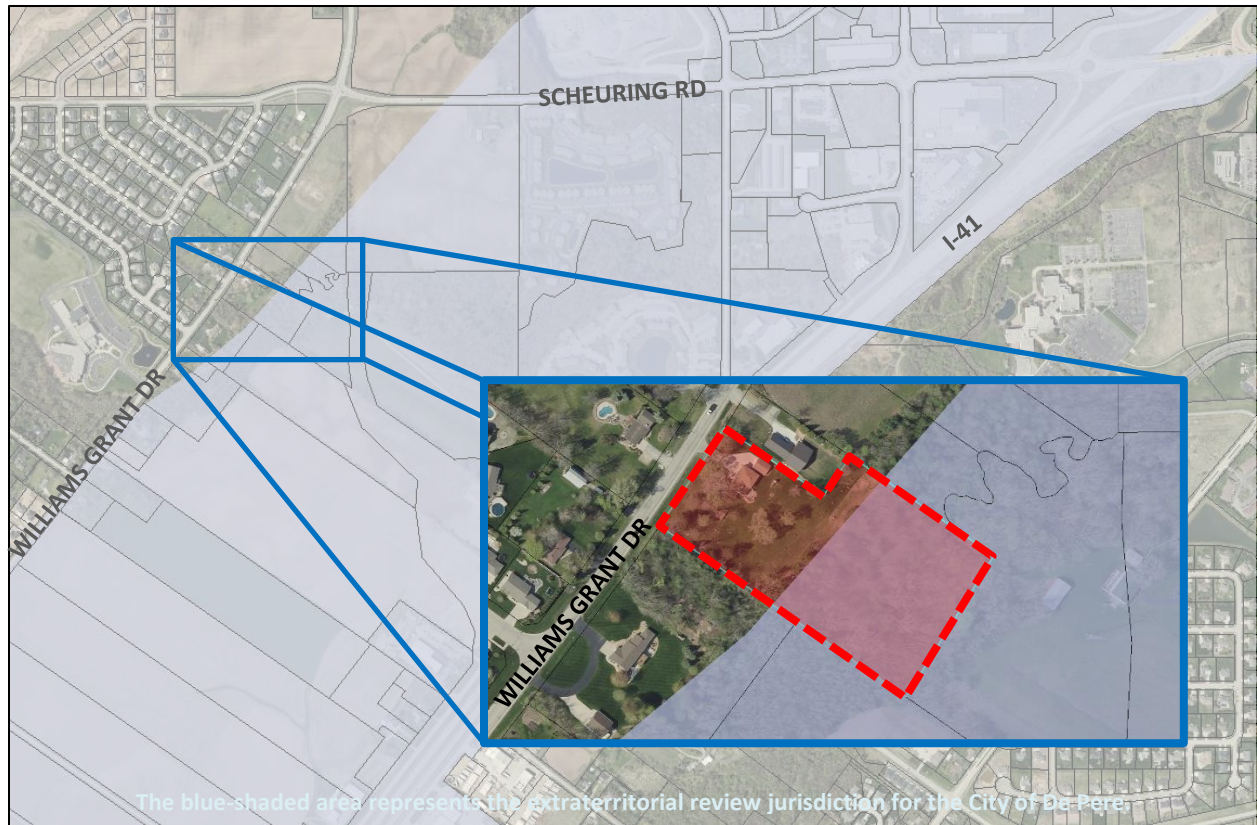
On October 28, 2024, Plan Commission unanimously recommended approval of the certified survey map with one condition, by a vote of 4-0.

ATTACHMENTS:

- PC Report - 1845 Williams Grant DR (DOCX)
- Application Form and Preliminary CSM - 15 Oct 2024 (PDF)

Item 4: Consideration and possible action for an extraterritorial 2-lot certified survey map at 1845 Williams Grant DR in Lawrence (Parcel L-169-1).*

SITE MAP



REQUESTED ACTION:	Extraterritorial Certified Survey Map Approval.
COMMON DESCRIPTION:	1845 Williams Grant DR , located south of the Williams Grant DR and Scheuring RD intersection in Lawrence.
ZONING:	R-1 Residential in Lawrence.
SURROUNDING LAND USES:	Agricultural to the north. Residential and natural areas to the south, east, and west.
COMPREHENSIVE PLAN:	Residential in Lawrence.
APPLICANT/OWNER:	<u>Applicant and Property Owner</u> Justin Hewitt 1845 Williams Grant DR De Pere, WI 54115
LAND USE HISTORY:	After a review of air photographs, the site was developed with a residential structure in the 1960's-1970's.

STAFF REVIEW:

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

- The proposed CSM is 4,300-feet west of the De Pere city limits.
- The proposed land division will create two residential lots.
- The site is located outside the sewer service area.
- The Lawrence minimum acreage and frontage requirements are 0.28 acres and 100-feet. The De Pere minimum acreage and frontage requirements are 0.18 acres and 75-feet.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed lot sizes, street frontages, and setbacks meet De Pere's requirements.

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

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



Planning/Zoning Application

Planning & Zoning Department

1.8.b

Submitted On:

Sep 23, 2024, 08:12PM EDT

Parcel Number: (Include ALL parcels)	L-169-1
Nearest property address to the project site:	Street Address: 1845 Williams Grant Drive City: De Pere State: W Zip: 54115
Check each project type that is being applied for:	CSM
Number of lots in the CSM:	2
Number of outlots in the CSM:	0
Current De Pere Zoning Districts:	Not in De Pere
Extraterritorial Zoning Districts:	Town of Lawrence
Existing Site Land Uses:	Residential
Proposed Site Land Uses:	Residential
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: justin Last Name: hewitt
Is the property owner's address the same as the nearest property address?	Yes
Property Owner's Phone Number:	920-606-9237
Property Owner's Email Address:	jushewitt@yahoo.com
Is someone processing the project for the property owner as their authorized representative?	No
Please attach 1 PDF copy of the CSM.	Preliminary CSM L-169-1.pdf
How do you plan on paying for your application?	Online with a credit card

\$375.00

1.8.b

First Name: justin
Last Name: hewitt
Email Address: jushewitt@yahoo.com

Signed at: September 23, 2024 8:11pm America/New_York

IP Address: 174.97.189.246
Referrer URL:

CERTIFIED SURVEY MAP

ALL OF LOT 1, CERTIFIED SURVEY MAP, MAP NUMBER 9021, DOCUMENT NUMBER 2851623, LOCATED IN PART OF GOVERNMENT LOT 2, SECTION 36, TOWNSHIP 23 NORTH, RANGE 19 EAST, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

**North ¼ Corner
Section 36,
T23N-R19E
Found mag nail
with ID washer**

**Northeast Corner
Section 36,
T23N-R19E
Found Gin Spike**

PUBLIC TRUST DOCTRINE

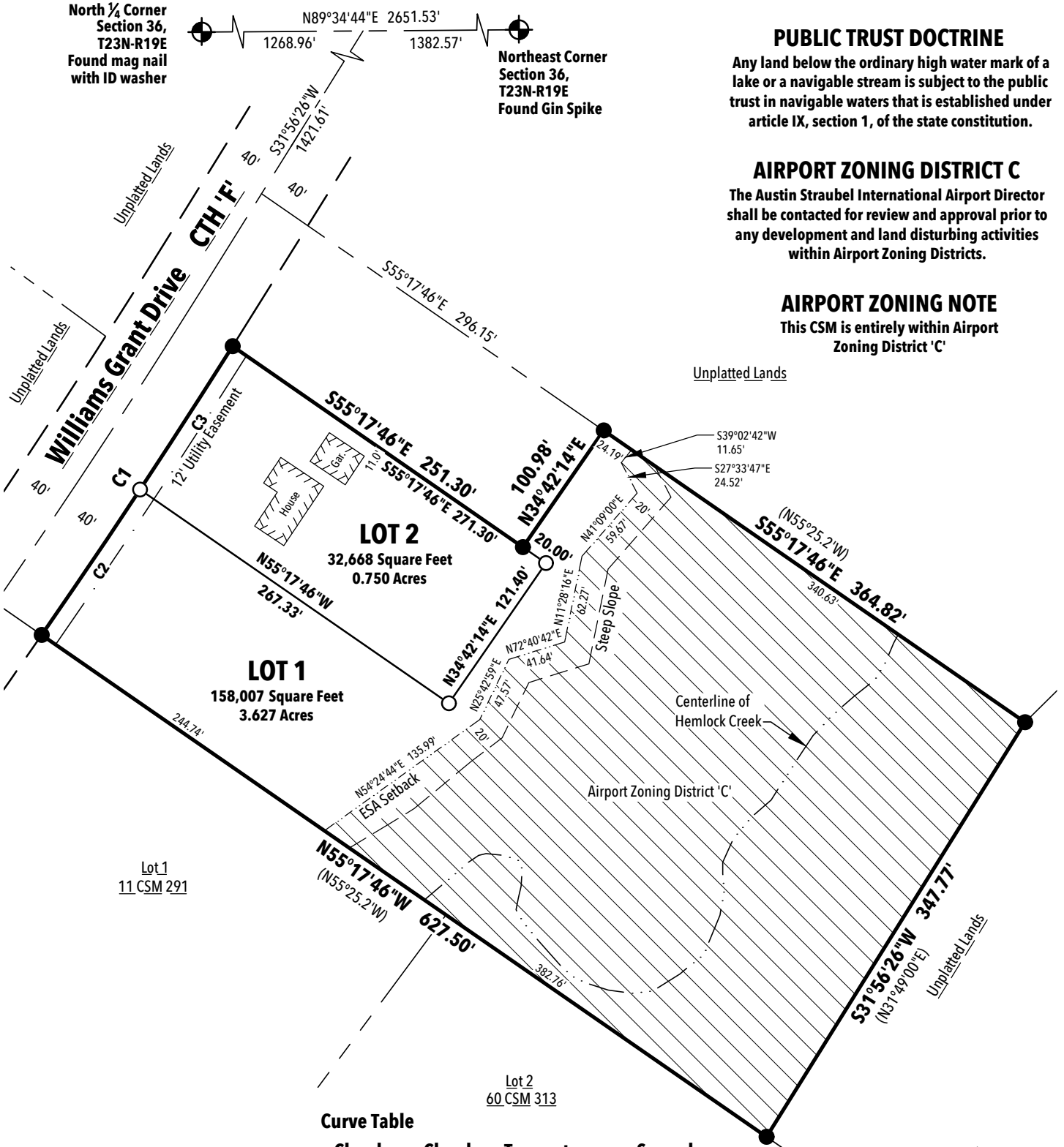
Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

AIRPORT ZONING DISTRICT C

The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts.

AIRPORT ZONING NOTE

**This CSM is entirely within Airport
Zoning District 'C'**



Curve Table							
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	2°26'51"	5769.58'	246.47'	N33°27'00.5"E	246.45'	N34°40'27"E	N32° 13' 35"E
C2	1°14'29"	5769.58'	125.00'	N34°03'12.5"E	125.00'	N34°40'27"E	N33° 25' 58"E
C3	1°12'22"	5769.58'	121.47'	N32°49'47"E	121.46'	N33°25'58"E	N32° 13' 35"E

LEGEND

-  Set 1" x 18" Iron Pipe with cap weighing 1.13 lbs./lin. ft.
-  Existing 1" Iron Pipe
-  County Monument

Environmentally Sensitive Area (ESA) depicted on CSM #9567

Curve Table

Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
N33°27'00.5"E	246.45'	N34°40'27"E	N32° 13' 35"E
N34°03'12.5"E	125.00'	N34°40'27"E	N33° 25' 58"E
N32°49'47"E	121.46'	N33°25'58"E	N32° 13' 35"E

SCALE: 1" = 100'

A horizontal scale bar with alternating black and white segments. The segments are labeled 0', 50', 100', and 200' from left to right. The bar is divided into four equal segments, each representing 50 feet.

Bearings are based on the Brown County Coordinate System. The north line of Lot 2, Section 36, T23N-R19E, bears N89°34'44"E.

AFFECTED TAX PARCELS

L-169-1



REL Robert E. Lee
& Associates, Inc.

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

R:\6400\6476\6476002\dwg\6476002 csm.dwg

SHEET 1 OF 4

Packet Pg. 67

CERTIFIED SURVEY MAP

ALL OF LOT 1, CERTIFIED SURVEY MAP, MAP NUMBER 9021, DOCUMENT NUMBER 2851623, LOCATED IN PART OF GOVERNMENT LOT 2, SECTION 36, TOWNSHIP 23 NORTH, RANGE 19 EAST, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Troy E. Hewitt, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, mapped and divided all of Lot 1, Certified Survey Map, Map Number 9021, Document Number 2851623, located in part of Government Lot 2, Section 36, Township 23 North, Range 19 East, Town of Lawrence, Brown County, Wisconsin.

Said parcel contains 190,676 Square Feet (4.377 Acres) of land more or less. Subject to any and all easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Brown County Planning Commission in the surveying, mapping and dividing of the same.

Dated this _____ day of _____, 2024.

Troy E. Hewitt PLS #2831
ROBERT E. LEE & ASSOCIATES, INC.

NOTES

- 1. A shoreland permit from the Brown County Zoning Administrator's office is required for Lot(s) 1 & 2 prior to construction, fill, excavation, or grading activity within 300 feet of a stream.
- 2. A Brown County Highway Department access permit must be obtained prior to any construction of a new street/road connection or driveway to a County Trunk Highway.

LOT DRAINAGE RESTRICTIVE COVENANT

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

EROSION CONTROL NOTE

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

ESA RESTRICTIVE COVENANT

Lot 1 contains an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes wetlands, navigable waterways and all land within 75 feet of the ordinary high water mark of navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

CERTIFIED SURVEY MAP

ALL OF LOT 1, CERTIFIED SURVEY MAP, MAP NUMBER 9021, DOCUMENT NUMBER 2851623, LOCATED IN PART OF GOVERNMENT LOT 2, SECTION 36, TOWNSHIP 23 NORTH, RANGE 19 EAST, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

OWNERS CERTIFICATE

As Owner's, we hereby certify that we caused the land described on this certified survey map to be surveyed, divided, mapped and granted (easement) as represented on this map. We also do further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

**TOWN OF LAWRENCE
CITY OF DE PERE
BROWN COUNTY PLANNING COMMISSION**

Justin M. Hewitt
Date

Nicole J. Hewitt **Date**
(FKA Nicole J. Lindquist)

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2024, the above named Jim Appleton, to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

(print name)_____

My commission expires: _____

CONSENT OF MORTGAGEE

I, _____, mortgagee of the herein described land, do hereby consent to the surveying, dividing, mapping and granting (easement) of the land described on this Certified Survey Map, and we do hereby consent to the owner certificate of Justin and Nicole Hewitt.

Witness the hand and seal of _____, Mortgagee, this _____ day of _____, 2024.

In the presence of:

(Print name and title above)

STATE OF _____)

_____ COUNTY) SS

Personally came before me this _____ day of _____, 2024, the above named to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____

(print name) _____

My commission expires:_____

CERTIFIED SURVEY MAP

ALL OF LOT 1, CERTIFIED SURVEY MAP, MAP NUMBER 9021, DOCUMENT NUMBER 2851623, LOCATED IN PART OF GOVERNMENT LOT 2, SECTION 36, TOWNSHIP 23 NORTH, RANGE 19 EAST, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this _____ day of _____, 2024.

Devin Yoder
Senior Planner

TOWN BOARD APPROVAL CERTIFICATE

Approved by the Town of Lawrence this _____ day of _____, 2024.

Cindy Kocken, Clerk-Treasurer

CITY OF DE PERE EXTRA TERRITORIAL APPROVAL CERTIFICATE

Approved by the City of De Pere Common Council on _____ day of _____, 2024.

Carey E. Danen, City Clerk

TREASURER'S CERTIFICATE

As Brown County Deputy Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map (L-169-1) as of the date listed below.

Charles Mahlik
Brown County Deputy Treasurer

Date



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 6, 2024

DEPARTMENT: City Attorney

FROM: Anthony Wachewicz

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

ATTACHMENTS:

- Employment Agreement City Manager K Flom(PDF)

EMPLOYMENT AGREEMENT - CITY MANAGER

This Agreement is made this 6th day of November, 2024, between the City of De Pere, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter called the "City," by and through the action of the Common Council of the City of De Pere, Wisconsin, hereinafter called the "Council," and Kimberly T. Flom, hereinafter called the "Employee." In consideration of the mutual covenants contained herein, both the City and the Employee desire to enter into this Agreement for the purpose of employing the Employee as City Manager.

SECTION 1 - TERM

The City agrees to employ Employee as City Manager with duties commencing on March 24, 2025, hereinafter called the "commencement date". The Employee shall serve at the will of the Council, which may remove her at any time her conduct of duties becomes unsatisfactory. The action of the Council in removing the Employee shall be final. This Agreement shall continue indefinitely until terminated by the City or the Employee as provided in this Agreement.

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of the Employee at any time during the term of the Employment Agreement, subject to the provisions set forth in the City Code of Ordinances, other applicable law, Employee Policy Manual, or Section 9 of this Agreement. If the City proceeds under Section 9 it may: terminate employment for cause under Subsection A. 4. or separate employment under Subsection A. 1 or constructively separate under Subsection A. 2.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign or retire at any time during the term of the Employment Agreement, subject to the provisions set forth in Section 9 of this Agreement.

SECTION 2 - DUTIES

The City hereby agrees to employ the Employee as City Manager, to perform the functions and duties specified by Subchapter 1, Chapter 64 of the Wisconsin Statutes, the City Code of Ordinances, Employee Policy Manual, and other applicable laws, and to perform such other legally permissible and proper duties and functions commensurate with other duties of the City Manager as the Council shall assign. The City acknowledges that the Employee is a member of the International City-County Management Association (ICMA), and that Employee is subject to the ICMA Code of Ethics.

SECTION 3 - SALARY AND COMPENSATION

The City agrees to pay the Employee an annual base salary of \$ 198,000.00 (\$95.19/hour), with increases to the base salary commensurate with across-the-board adjustments of the non-represented employees of the City. Employee shall be eligible for additional compensation increases at the discretion of the Council, based upon merit or annual performance evaluations. If the Council determines that an across-the-board reduction is necessary for all non-represented employees, the Employee's annual salary may be reduced by a commensurate percentage. Salary shall be payable in installments on the time schedule of other management employees.

SECTION 4 - RETIREMENT BENEFITS AND DEFERRED COMPENSATION

Employee shall be covered and governed by the same retirement system (Wisconsin Retirement System — WRS) as all other general municipal or non-represented employees. In addition, the City will contribute seven- and one-half percent (\$7.5%) of the Employee's gross base salary per month to a deferred compensation plan, acceptable to Employee, for the benefit of the Employee.

SECTION 5 - OTHER BENEFITS

- A. Insurance. Employee shall be covered by the same insurance plans as all other non-represented employees and shall be subject to the same terms and conditions thereof including without limitation becoming eligible for the City medical insurance plan in accordance with the practice for other City employees.
- B. Vacation. Employee shall receive one hundred sixty hours (160) of vacation annually until such time as Employee becomes eligible for additional vacation days under the City's Employee Policy Manual. Employee's vacation hours for 2024 shall be prorated according to Employee's commencement date.
- C. Sick Leave. As an inducement to Employee to become City Manager, Employee shall be credited with thirty (30) days of sick leave. Thereafter, Employee shall accrue sick leave the same as other management employees of the City.
- D. Administrative Time. Administrative time is provided in recognition of work performed for exempt employees over and above the normal scheduled hours of work. Employee shall receive 40 hours of administrative time annually, prorated the first year.
- E. Moving and Living Expenses. As an inducement to Employee to become City Manager, the City agrees to pay Employee, after commencement of employment, Twenty-Five Thousand Dollars (\$25,000) for Employee's moving expenses for household goods and personal effects from Employee's principal residence in Texas and for Employee's living expenses for a temporary or permanent residence within an area 15 miles from the City limits. Additionally, the City will provide a tax gross-up on this amount, calculated in a method determined by the City, to offset any tax liability incurred by Employee due to this payment.
- F. Other Benefits. Other benefits, such as life insurance, flexible spending, disability, etc. shall be available to Employee at the same rate and under the terms and conditions as other non-represented City employees.

SECTION 6 - AUTOMOBILE

The City agrees to pay to the Employee, during the term of this Agreement, the sum of \$600 per month as a personal vehicle allowance in lieu of providing a City-owned vehicle for local use. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage. The City agrees to reimburse the Employee at the IRS standard mileage rate for any business mileage use of the vehicle beyond the greater Green Bay metropolitan area. The employee must have a personal vehicle available for use at all times.

SECTION 7 - DUES, SUBSCRIPTIONS, PROFESSIONAL DEVELOPMENT & TRAINING

- A. Dues & Subscriptions. The City agrees to budget and pay the professional dues and subscriptions of the Employee for the Employee's continuation and full participation in national, state, and local associations necessary and desirable for the Employee's continued professional participation, growth, and advancement for the good of the City.
- B. Professional Development. The City agrees to budget and to pay the direct and related expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official or other functions for the City, including, but not limited to, the annual meetings of the state and national local government associations, and such other national, regional, state, and local groups or committees thereof on which the Employee serves as a member.
- C. Training. The City agrees to budget and pay for the travel and related expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the City.

SECTION 8 - CELL PHONE/ELECTRONIC COMMUNICATION DEVICE

The City agrees to provide the Employee, during the term of this Agreement, with a smart phone to be used for City business or reimburse Employee according to City Employee Policy Manual for using her personal cell phone for work purposes.

SECTION 9 - SEPARATION AND SEVERANCE, TERMINATION, AND RESIGNATION & RETIREMENT

- A. In the event the Employee is terminated or employment separated, by the Council during such time that the Employee is willing and able to perform the duties of City Manager, the City agrees to pay contractual severance as follows:
 - 1. Separation. In the event that the City discontinues Employee's employment or eliminates the position for reasons other than those under Subsection A. the foregoing shall constitute a non-disciplinary separation from employment and the City agrees to pay the Employee a severance payment. The severance payment shall be a lump sum cash payment equal to nine (9) months base salary, plus any compensable accrued vacation and sick leave, excluding automobile allowance and deferred compensation payments under this Agreement (referred to as "severance pay" or "severance payment"). Upon completion of each satisfactory annual performance review, one month shall be added to the severance pay period, not to exceed an aggregate severance pay period of twelve (12) months. In addition, the City shall extend employer paid health insurance coverage to the Employee at the benefit level provided to Department Directors for the policy in effect at separation for six (6) months following separation (referred to as "separation insurance").

2. Constructive Separation. If the Council reduces the salary or other financial benefits of the Employee in a percentage greater than an applicable across-the-board reduction for all non-represented employees, or the Employee resigns following a suggestion by the Council that the Employee resign, whether formal or informal, then the Employee, at the Employee's option, may deem the Employment Agreement terminated as a separation under Subsection A. 1. above and shall receive severance payment and separation insurance.
3. Effect of Separation. The severance payment and separation insurance shall constitute a full and final settlement with the Employee and shall be conditioned upon the Employee executing and delivering to the City a full, final, and complete release of any and all claims that the Employee may claim against the City, including but not limited to, any claims for wrongful discharge, discrimination or other employment related claims. Employee shall not be required to release any Worker's Compensation, Unemployment, or retirement claims, eligibility, or benefits. The Employee shall be entitled to post-employment benefits permitted by then current City policy following a non-disciplinary separation, including post-employment retirement benefits if of retirement age.
4. For Cause Termination. In the event the Employee is terminated for cause, the City shall have no obligation to pay the severance sums designated herein. "For cause," for purposes of this Agreement, means
 - A. Employee's conviction, or plea of no contest, to any felony criminal offense or any other criminal offense involving dishonesty.
 - B. Employee's use of alcohol or other substances that materially impair Employee's ability to perform their duties and obligations under this Agreement or Employees refusal to cooperate with the City's policies and requirements regarding testing for substance abuse
 - C. Any act or omission by Employee that would require or permit immediate termination of an employee pursuant to the City's employment policies, including but not limited to its discrimination and harassment policies.
 - D. The willful disobedience of a lawful directive of the Council, by the affirmative vote of not less than six (6) of the members of the City Council, to occur after notice and an opportunity to be heard is provided in writing to the Employee. The Employee must request said hearing in writing within three (3) calendar days of receiving the notice. Any decision of the City Council regarding the City Manager's employment shall only be final after the hearing.
 - E. Conduct that the City considers to be unethical, unprofessional, fraudulent, unlawful, or adverse to the interest or reputation of the City, including but not limited to, conduct that would be deemed by a reasonable person so be disruptive, intimidating, coercive, or harassing, by the affirmative vote of not less than six (6) of the members of the City Council, to occur after notice and an opportunity to be heard is provided in writing to the Employee. The Employee must request said hearing in writing within three (3) calendar days of receiving the notice. Any decision of the City Council regarding the City Manager's employment shall only be final after the hearing.

- B. Resignation/Retirement. In the event the Employee voluntarily resigns or retires during this Agreement, the Employee shall provide the City with forty-five (45) days' notice for resignation and one hundred eighty (180) days' notice for retirement in advance of the effective date of such resignation or retirement, unless the parties agree otherwise. Failure of the Employee to provide timely notice of resignation or retirement shall result in the forfeiture of accrued but not used vacation. If the Employee voluntarily resigns or retires, the Employee shall receive no severance pay or separation insurance under this Agreement; however, shall receive such other benefits accorded to a voluntary resignation or retirement under then current City policies.

SECTION 10 - PERFORMANCE EVALUATION

The Council shall annually review the performance of the Employee within 30 days of the annual commencement date, or a mutually agreed upon time, subject to a process, form, criteria, and format for the evaluation to be determined mutually by the Council and the Employee. The parties agree that the primary purpose of such evaluation is to facilitate open and frank discussion, define roles and expectations, identify performance strengths and weaknesses, and to provide an opportunity for the Employee to take affirmative action to address weaknesses and areas needing improvement. The Council agrees to provide a written summary of the evaluation to the Employee promptly thereafter.

SECTION 11 - PROFESSIONAL LIABILITY

The Employee shall be provided a legal defense, indemnified and held harmless by the City from any and all demands, claims, suits, actions and legal proceedings brought against the Employee in her individual or official capacity for actions within the scope of employment as an agent and/or employee of the City.

SECTION 12 - OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST

Save and except the Employee's current employment at the City of McKinney Texas, the employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside teaching or writing opportunities provide indirect benefits to the City and the community, the Employee may accept limited teaching, consulting or writing opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with the Employee's duties and responsibilities under this Agreement. The Council shall be the sole judge of any interference and/or conflict.

SECTION 13 - HOURS OF WORK

It is recognized that the Employee is in a highly public, professional executive position and therefore must devote a great deal of time outside the normal office hours on business for the City. To that end the Employee shall be allowed to establish an appropriate work schedule. This position is considered exempt according to the provisions of the Fair Labor Standards Act.

SECTION 14 – RESIDENCY & OTHER TERMS & CONDITIONS OF EMPLOYMENT

- A. Residency. The Employee shall maintain her residence within an area 15 miles from the city limits for the entire time of her employment unless otherwise approved by the City.
- B. The Council shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided that such term

conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code of Ordinances, Employee Policy Manual, or any other law.

- C. All other provisions of the City Code of Ordinances, Employee Policy Manual, regulations, policies, or rules of the City relating to compensation, employment benefits, and working conditions, as they now exist or hereafter may be amended, shall apply to the Employee as they would to other employees of the City to the extent they do not conflict with this Agreement.

SECTION 15 — GENERAL PROVISIONS

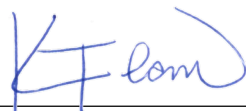
- A. This Agreement constitutes the entire Agreement between the parties, relating to the subject matter hereto, prior oral or written agreements, understandings or memorandum notwithstanding.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs-at-law and or administrators of the Employee.
- C. This Agreement shall become effective upon its execution and supersedes any previous Employment Agreements between the Employee and the City.
- D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. This Agreement is governed by Wisconsin law.

IN WITNESS WHEREOF, the City of De Pere, Wisconsin, has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by the City Clerk, and the Employee has signed and executed the Agreement in duplicate.

CITY OF DE PERE

EMPLOYEE/CITY MANAGER

James G. Boyd, Mayor



Kimberly T. Flom

Carey E. Danen, Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 6, 2024

DEPARTMENT: City Attorney

FROM: Anthony Wachewicz

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

ATTACHMENTS:

- Delo Employment Agreement-Second Amendment 2024 (PDF)
- Delo Employment Agreement Amendment 12.3.2002 (PDF)
- Delo Employment Agreement Amendment 2.24.2009 (PDF)

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

("Second Amendment")

WHEREAS, the City of De Pere ("City") and Lawrence M. Delo ("Employee") are parties to an Employment Agreement ("The Agreement") dated as of December 3, 2002, (copy attached as Exhibit 1), and an Amendment to Employment Agreement ("Amendment") dated February 24, 2009 (copy attached as Exhibit A); and

WHEREAS, the parties wish to amend such Employment Agreement and Amendment as provided herein.

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

1. ~~A new p~~Paragraph numbered 18 of the Amendment, shall be ~~added-amended~~ and replaced to The Agreement, which shall read as follows:

Paragraphs ~~1~~, 3, 5, and 6 ~~and 8~~ of The Agreement pertaining to ~~salary~~, retirement benefits, vacation, and compensatory time ~~and car allowance~~, respectively, may be amended as provided by action of the Council.

Paragraph 1 of The Agreement. "The City agrees to employ Employee as City Manager commencing on January 1, 2025, until March 20, 2025, unless otherwise agreed to by the Parties. The Employee shall serve at the will of the Council, which may remove him at any time his conduct of duties becomes unsatisfactory. The action of the Council in removing the Employee shall be final. This Agreement and Amendments may be terminated by the City or the Employee as provided in the Agreement. The City agrees to pay the Employee an annual base salary of \$200,000.00, which shall be payable in installments on the time schedule of other management employees. Additionally, Employee shall receive a separate lump sum payment of \$13,500.00 pursuant to payroll on December 27, 2024.

Employee's regular work schedule shall consist of nine-hour workdays on each Tuesday, Wednesday, and Thursday for a minimum work week of twenty-seven (27) hours, which does not include any additional time required for attendance at Finance Personnel, Common Council, and other necessary night meetings. Employee shall have the ability to flex these work hours while also working additional hours for any emergencies or urgent issues, if necessary."

Paragraph 8 of the Agreement. "The Employee shall receive a car allowance of \$350 per month for the business use of Employee's personal car."

~~2. Current paragraph 18 of The Agreement shall be renumbered as paragraph 19, and shall be amended to read as follows:~~

~~Except as provided above, this employment agreement can be amended only by an agreement in writing signed by both parties.~~

3.2. All other terms and conditions of The Agreement and Amendment shall remain in full force and effect. If there is any conflict between this Second Amendment and The Agreement and Amendment, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, the City of De Pere, Wisconsin, has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by the City Clerk, and the Employee has signed and executed the Agreement in duplicate.

CITY OF DE PERE

EMPLOYEE/CITY MANAGER

James G. Boyd, Mayor

Lawrence M. Delo

Carey E. Danen, Clerk

COPY

(Page 1 of 3)

EMPLOYMENT AGREEMENT

The City of De Pere, Wisconsin ("City") and Lawrence M. Delo ("Employee") agree to the following terms for employment as the City Administrator of De Pere.

1. The City shall pay Employee a yearly salary of \$78,000, prorated for the period between the commencement of employment and December 31, 2003. Thereafter, the salary shall be determined according to the normal practices of the City with regard to its non-represented administrative employees.
2. The City shall provide health, dental, and life insurance as set forth in its Rules and Regulations. The City shall pay the premiums of the Employee's existing health insurance plan in the event that immediate coverage upon commencement of employment is not provided. Such payment shall terminate the month in which Employee becomes eligible under the City's plan.
3. The City shall provide for retirement benefits as set forth in the City's Rules and Regulations.
4. The Employee shall be credited with twelve days of sick leave upon the commencement of employment. No additional sick leave shall accumulate during first twelve months of employment. Commencing January 27, 2004, the Employee shall accrue one additional day of sick leave per month in accordance with the City's Rules and Regulations.
5. The Employee shall receive three workweeks of vacation (15 days) annually until such time as Employee becomes eligible for additional vacation days under the City's Rules and Regulations. Employee will reimburse the City for any vacation taken beyond the prorated amount earned.
6. Employee will receive 40 hours per year compensatory time as provided in the City's Rules and Regulations.
7. The Employee is entitled to all other benefits provided by the City to full-time non-represented administrative employees.
8. The Employee shall receive a car allowance of \$200 per month for the business use of Employee's personal car.
9. The City shall pay for employee's membership in the International City/County Management Association and in the Wisconsin City/County Management Association.

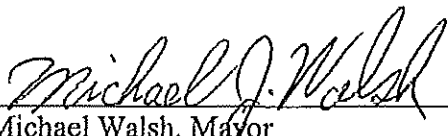
(Page 2 of 3)

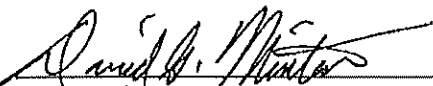
10. The City encourages professional development that the City agrees to reflect in the annual budget funding for the Employee to attend professional and educational conferences and training programs related to his professional responsibilities, within the financial means of City.
11. The City shall pay for relocation expenses of Employee to cover moving and temporary housing expenses incurred by employee in an amount (to be documented by receipts) not to exceed \$5,000.
12. The Employee shall receive a performance evaluation at least once annually performed by the Mayor and City Council. As part of the evaluation process, annual goals shall be established for the Employee.
13. The Employee shall become a resident of the City within one year of the commencement of employment. The Council reserves the right to waive or modify this requirement.
14. In accordance with City Ordinances, Employee shall be an at-will employee of City. If Employee's employment is terminated, the following shall apply:
 - A. If termination is for malfeasance, misfeasance, or willful misconduct in office, the Employee is terminated immediately upon written notice and with due process as defined in the City's Rules and Regulations, and is not entitled to severance compensation.
 - B. If termination is without cause, the Employee shall receive written notice of termination. In such a termination without cause during the first year of employment, the Employee shall receive twelve months of financial protection consisting of any combination of notice of termination and/or severance compensation of an amount equal to salary and health insurance coverage. During the second year of employment, the Employee shall receive eight months of financial protection consisting of any combination of notice of termination and/or severance compensation of an amount equal to salary and health insurance coverage. During the third and succeeding years of employment, the Employee shall receive six months of financial protection consisting of any combination of notice of termination and/or severance compensation of an amount equal to salary and health insurance coverage. The City shall determine the manner of termination compensation in terms of notice and severance compensation.
15. In the event that the position of City Administrator is eliminated or substantially modified without the Employee's consent, the Employee can deem himself terminated without cause and receive severance compensation as defined in Section 14.B.

(Page 3 of 3)

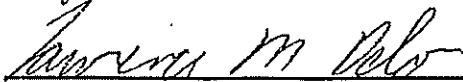
16. The City shall not reduce the salary and/or benefits of the Employee unless the salary and/or benefits of all non-represented administrative employees are reduced in the same manner and by the same percentage. If the Employee's salary and/or benefits are reduced in a different manner and/or by a greater percentage than those of other non-represented administrative employees, the Employee has the option of deeming his employment terminated without cause and receiving severance compensation as defined in Section 14.B. This section in no manner limits the authority of the City to grant the Employee a zero percent increase in salary or to grant higher increases to other non-represented administrative employees.
17. The Employee shall give the City no less than 30 calendar days' written notice of his intention to resign.
18. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
19. The starting date of employment shall be no later than January 27, 2003.
20. This employment agreement can be amended only by an agreement in writing signed by both parties.

Approved by the City of De Pere Council on this 3rd day of December 2002.


Michael Walsh, Mayor


David Minten, Clerk

Accepted by


Lawrence M. Delo

AMENDMENT TO EMPLOYMENT AGREEMENT

WHEREAS, the City of De Pere ("City") and Lawrence M. Delo ("Employee") are parties to an Employment Agreement ("The Agreement") dated as of December 3, 2002 (copy attached as Exhibit 1); and

WHEREAS, the parties wish to amend such Employment Agreement as provided herein.

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

1. A new paragraph numbered 18, shall be added to The Agreement, which shall read as follows:

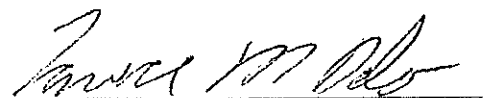
Paragraphs 1, 3, 5, 6 and 8 of The Agreement pertaining to salary, retirement benefits, vacation, compensatory time and car allowance, respectively, may be amended as provided by action of the Council.

2. Current paragraph 18 of The Agreement shall be renumbered as paragraph 19, and shall be amended to read as follows:

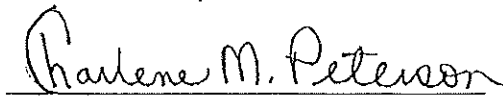
Except as provided above, this employment agreement can be amended only by an agreement in writing signed by both parties.

3. All other terms and conditions of The Agreement shall remain in full force and effect.

Dated this 21st day of February, 2009.


Lawrence M. Delo, City Administrator


Michael J. Walsh, Mayor


Charlene M. Peterson, Clerk-Treasurer

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

MEETING DATE: November 6, 2024

DEPARTMENT: City Attorney

FROM: Angela Zills

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

This ordinance formalizes the action taken by the Common Council at its meeting on 10/15/2024 to increase the salaries for elected officials by 3% for the years 2026 through 2029. This ordinance establishes the salaries for four years since the next term for the Mayor will be four years, due to the approval of the City Manager form of government commencing in 2025.

ATTACHMENTS:

- Ord24-23 (PDF)

ORDINANCE #24-23

ESTABLISHING SALARIES FOR ELECTED OFFICIALS
FOR THE CITY OF DE PERE
(2026-2029)

Section 1. The annual salaries to be paid for the Officers enumerated below shall be as follows:

<u>Office</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Mayor	May 1, 2026	\$28,558
Mayor	May 1, 2027	\$29,415
Mayor	May 1, 2028	\$30,297
Mayor	May 1, 2029	\$31,206
Aldersperson	May 1, 2026	\$8,186
Aldersperson	May 1, 2027	\$8,432
Aldersperson	May 1, 2028	\$8,685
Aldersperson	May 1, 2029	\$8,946

Section 2. Any other regulation, ordinance, or rule set forth in the De Pere Municipal Code that conflicts with this ordinance is hereby repealed.

Section 3. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, this 6th day of November, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Publication Date: _____
Effective Date: _____

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

MEETING DATE: November 6, 2024

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

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

On October 28, 2024, the Plan Commission unanimously recommended approval of the release of parts of two 12-foot wide utility easements within a proposed discontinued part of Profit Place at 2051 Profit Place and 2000 Commerce Drive by a vote of 4-0.

ATTACHMENTS:

- Reso24-93 (PDF)
- Release of 2-12' Public Utility Easements - 2051 Profit Place and 2000 Commerce Drive (PDF)
- Exhibit A-Partial Release of Utility Easement (ED-2382 and ED-3103) (PDF)
- PC Report - Easement Release (DOCX)
- Application Form (PDF)
- Easement Release (PDF)

RESOLUTION #24-93

APPROVING PARTIAL RELEASE OF UTILITY EASEMENTS
(2051 Profit Place and 2000 Commerce Drive)

WHEREAS, utility easements exist on Parcels ED-2382 located at 2051 Profit Place and ED-3103 located at 2000 Commerce Drive, as part of Certified Survey Map No. 9787 (Document No. 3071597); and

WHEREAS, the proposed discontinuance of part of Profit Place would result in portions of two 12-foot-wide utility easements no longer being needed once the right-of-way is discontinued; and

WHEREAS, City is requesting release of the utility easements to allow for future development in the business park; and

WHEREAS, the Plan Commission has reviewed such releases, determined said easements are not necessary for City purposes and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Partial Release of Utility Easements as attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of November, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 10/28/2024

Document Number**PARTIAL RELEASE OF UTILITY EASEMENTS**

The **City of De Pere**, a Wisconsin municipal corporation, hereby releases its rights, title and interest under the certain public utility easements affecting the following described real property:

Two twelve (12) foot wide public utility easements being located in: Part of Lot 1, Certified Survey Map Number 9787, Document Number 3071597, part of Lot 30, East Side Industrial Park Third Addition, Volume 21 of Plats, Page 117, Document Number 1747462 and part of Profit Place right of way, located in part of the Southeast 1/4 of the Southeast 1/4, Section 33, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows: BEGINNING at the northern-most corner of said Lot 30; thence S25°06'53"E, 12.02 feet on the northeast line of said Lot 30 to an existing 12' Utility Easement that is 12.00 feet southeasterly of and parallel with the southeast right of way of said Profit Place; thence S61°29'29"W, 195.44 feet on the southeasterly line of said 12' Utility Easement; thence 138.07 feet on a 77.00 foot radius curve to the left, having a long chord which bears N01°40'25.5"E, 120.31 feet to an existing 12' Utility Easement that is 12.00 feet northwesterly of and parallel with northwest right of way of said Profit Place; thence N61°29'29"E, 136.33 feet on the northwest line of said 12' Utility Easement to the northern-most corner of said 12' Utility Easement; thence S29°25'39"E, 12.00 feet on the northeast line of said 12' Utility Easement to said northwest right of way; thence S27°53'35"E, 80.00 feet on the northeast right of way of said Profit Place to the Point of Beginning.

As shown and dimensioned on the map attached hereto as Exhibit A showing the area to be discontinued.

Signed this _____ day of _____, 2024.

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

State of Wisconsin)
Brown County) ss.
)

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

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: _____

(Date Commission Expires)

(SEAL)

This space is reserved for recording data

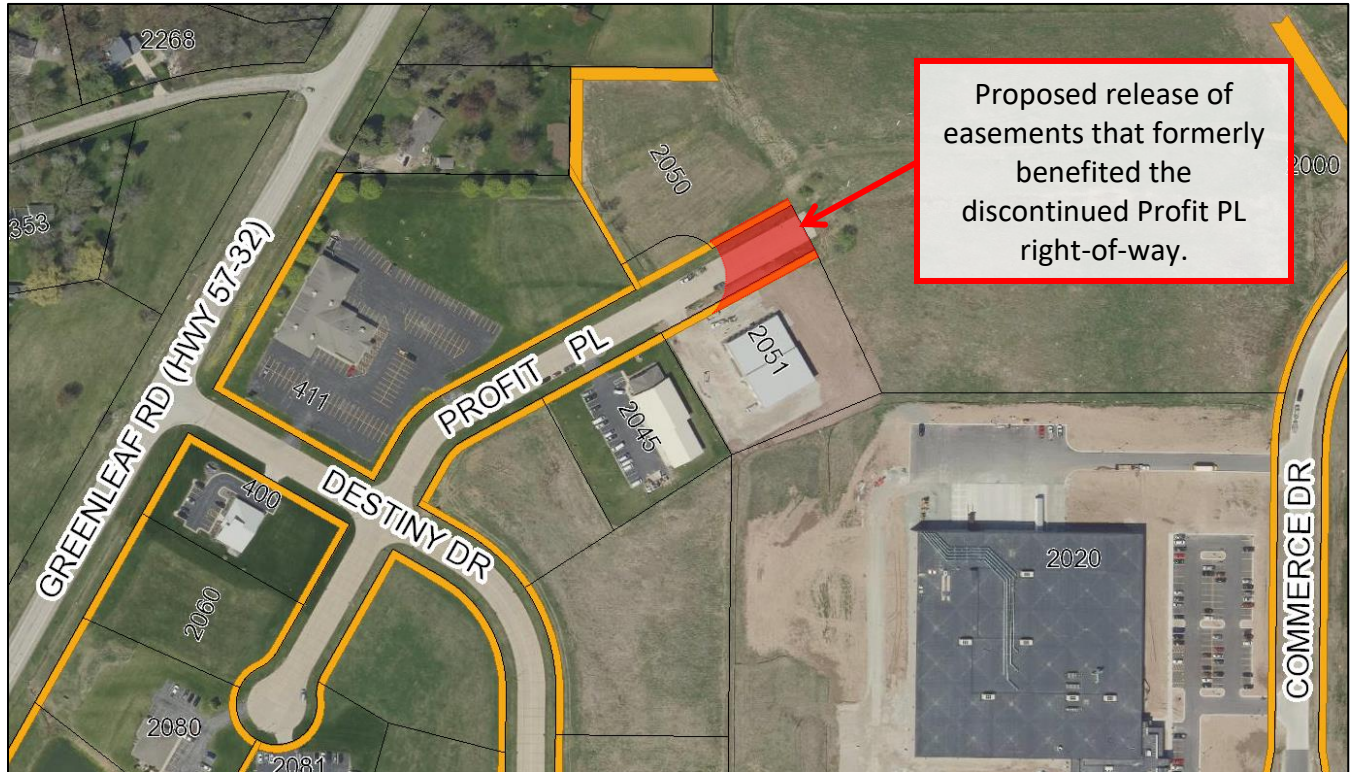
Return to
Anthony S. Wachewicz, III
City Attorney
City of De Pere
335 South Broadway
De Pere, WI 54115

Parcel Identification Number/Tax Key Number

Part of ED-2382 and ED-3103

ITEM 5: Consideration and possible action for a release of parts of two 12-foot-wide utility easements and a release of easements within a proposed discontinued part of Profit PL at 2051 Profit PL and 2000 Commerce DR (Parcels ED-2382, ED-3103).*

SITE MAP



REQUESTED ACTION:	Release of two 12-foot-wide utility easements and a release of easements within a proposed discontinued part of Profit PL.	
COMMON DESCRIPTION:	2051 Profit PL and 2000 Commerce DR, northeast of the Profit PL and Destiny DR intersection.	
ZONING:	BP-2 (Business Park 2 District) and BP-1 (Business Park 1 District).	
SURROUNDING LAND USES:	Business Park (BP-2, BP-1) to the north, south, and east. Business Park (BP-1) and Religious & Non-Secular Assembly (C) to the east.	
COMPREHENSIVE PLAN:	Business Park.	
APPLICANT/OWNER:	<u>Applicant</u> City of De Pere ATTN: Peter Schlein, Senior Planner 335 S Broadway ST De Pere, WI 54115	<u>Property Owners</u> <u>Parcel ED-2382:</u> One Source Tech I LLC 5571 River Oaks DR De Pere, WI 54115 <u>Parcel ED-3103:</u> Amerilux Holdings LLC 1300 Enterprise DR De Pere, WI 54115

LAND USE HISTORY: The right-of-way developed as part of the business park in the early 2000's.

STAFF REVIEW:

Summary

The City of De Pere is requesting the release of easements that will allow for future development in the business park, due to the proposed discontinuance of part of Profit PL. The easements will no longer be needed if the right-of-way is discontinued by Common Council on November 6, 2024.

Note: Plan Commission recommended approval of the Profit PL discontinuance on August 26, 2024.

Details

If the above-referenced discontinuance is approved by Common Council on November 6, 2024, then the easements referenced in this report will no longer be needed. The release of the easements will allow for future development in the business park.

Note: In a separate report on October 28, 2024, Plan Commission will also review a new 12-foot utility easement at the north end of the proposed Profit PL cul-de-sac.

STAFF RECOMMENDATION: Staff recommends APPROVAL of a release of parts of two 12-foot-wide utility easements and a release of easements within a proposed discontinued part of Profit PL at 2051 Profit PL and 2000 Commerce DR and forwarding the recommendation to the Common Council for final approval. The final easement language will be subject to the final approval of the City Attorney's office.



Planning/Zoning Application

Planning & Zoning Department

1.12.e

Submitted On:

Oct 14, 2024, 02:43PM EDT

Parcel Number: (Include ALL parcels)	ED-3103, ED-2382, Adjacent ROW
Nearest property address to the project site:	Street Address: 2000 Commerce DR City: De Pere State: W Zip: 54115
Check each project type that is being applied for:	Easement
Is this project creating a new easement or releasing an existing easement?	Both
Current De Pere Zoning Districts:	BP-1 BP-2 None, in the right-of-way
Existing Site Land Uses:	Business Park/Industrial
Proposed Site Land Uses:	Business Park/Industrial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: City of De Pere Last Name: City of De Pere
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 335 S Broadway ST City: De Pere State: W Zip: 54115
Property Owner's Phone Number:	9203394043
Property Owner's Email Address:	pschleinz@deperewi.gov
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's	First Name: Peter

Name:		Last Name: Schleinz	1.12.e
Authorized Representative's Business Name:		City of De Pere	
Authorized Representative's Phone Number:		9203394043	
Authorized Representative's Email Address:		pschleinz@deperewi.gov	
Please attach an EXHIBIT MAP with the easement boundary.		Easement Release.pdf Proposed Easement.pdf	
Please attach a WORD DOCUMENT with the boundary legal description and a description about why the easement change is needed.		Easement Release Legal Description.docx Proposed Easement Legal Description.docx	
How do you plan on paying for your application?		City is the petitioner	
Total Due:		\$375.00	
Signature Data	First Name: Peter Last Name: Schleinz Email Address: pschleinz@deperewi.gov		
			
		Signed at: October 14, 2024 2:43pm America/New_York	
User's Session Information		IP Address: 216.56.64.34 Referrer URL:	

EASEMENT RELEASE LEGAL DESCRIPTION

Part of Lot 1, Certified Survey Map Number 9787, Document Number 3071597, part of Lot 30, East Side Industrial Park Third Addition, Volume 21 of Plats, Page 117, Document Number 1747462 and part of Profit Place right of way, located in part of the Southeast 1/4 of the Southeast 1/4, Section 33, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

BEGINNING at the northern-most corner of said Lot 30; thence S25°06'53"E, 12.02 feet on the northeast line of said Lot 30 to an existing 12' Utility Easement that is 12.00 feet southeasterly of and parallel with the southeast right of way of said Profit Place; thence S61°29'29"W, 195.44 feet on the southeasterly line of said 12' Utility Easement; thence 138.07 feet on a 77.00 foot radius curve to the left, having a long chord which bears N01°40'25.5"E, 120.31 feet to an existing 12' Utility Easement that is 12.00 feet northwesterly of and parallel with northwest right of way of said Profit Place; thence N61°29'29"E, 136.33 feet on the northwest line of said 12' Utility Easement to the northern-most corner of said 12' Utility Easement; thence S29°25'39"E, 12.00 feet on the northeast line of said 12' Utility Easement to said northwest right of way; thence S27°53'35"E, 80.00 feet on the northeast right of way of said Profit Place to the Point of Beginning.

As shown and dimensioned on the attached Exhibit A.

Said described lands (easement release area) contain 14,869 Square Feet (0.341 Acres) more or less.

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

MEETING DATE: November 6, 2024

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

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

On October 28, 2024, the Plan Commission unanimously recommended approval of the new 12-foot wide utility easement at the southern end of the proposed discontinued part of Profit Place at 2051 Profit Place and 2000 Commerce Drive (Parcels ED-2382 and ED-3103) by a vote of 4-0.

It would be the intent of staff to record this easement just prior to the vacation resolution, if approved.

ATTACHMENTS:

- Reso24-94 (PDF)
- Utility Easement-ED-2382 and ED-3103 (PDF)
- Exhibit A-New Utility Easement-Profit Place-Commerce Drive (PDF)
- PC Report - New Easement (DOCX)
- Application Form (PDF)
- Proposed Easement (PDF)

RESOLUTION #24-94

APPROVING UTILITY EASEMENT

(2051 Profit Place and 2000 Commerce Drive; ED-2382 and ED-3103)

WHEREAS, in order to facilitate the vacation of a portion of Profit Place, a 12-foot easement is needed at the end of the proposed cul-de-sac on the remaining Profit place to allow for utilities on the sides of rights-of-way, allowing for future development in the business park; and

WHEREAS, said 12-foot-wide easement will extend across Profit Place to connect already-existing utility easements on both sides as indicated on the Utility Easement attached hereto; and

WHEREAS, this matter has been reviewed by the Plan Commission which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the Mayor and City Clerk to execute the attached Utility Easement to allow for construction, maintenance, repair and replacement of utility facilities and directs the Clerk to record the same with the Brown County Register of Deeds Office in connection with the vacation of portion of Profit Place.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of November, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board Approval: 10/28/2024

UTILITY EASEMENT

DOCUMENT NO.

The City of De Pere, a Wisconsin municipal corporation (Grantor), hereby grants and conveys to the City of De Pere, a Wisconsin municipal corporation (Grantee), and its successors, assigns and public utility permittees and licensees, a perpetual utility easement over, under, across and through all lands described below for the purposes of permitting public utilities to install, lay, operate, repair and maintain pipes and conduit for water main, storm sewer, sanitary sewer, telecommunications, gas and electric services and related facilities.

Legal Description:

Part of the Southeast ¼ of the Southeast ¼ and part of the Southwest ¼ of the Southeast ¼, all in Section 33, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin, more fully described as follows: Commencing at the northern-most corner of Lot 30, East Side Industrial Park Third Addition, Volume 21 of Plats, Page 117, Document No. 1747462; thence S61°29'29"W, 164.89 feet on the southeast right of way of Profit Place to the **POINT OF BEGINNING**; thence continuing S61°29'29"W, 32.18 feet on said southeast right of way; thence 107.66 feet on the arc of a 65.00 foot radius curve to the left, having a long chord which bears N04°50'44.5"E, 95.77 feet on the east right of way of Profit Place to the northwest right of way of Profit Place; thence N61°29'29"E, 12.31 feet on said northeast right of way; thence 91.79 feet on a 77.00 foot radius curve to the right, having a long chord which bears S06°13'14.5"E, 86.45 feet on an arc that is 12.00 easterly of and parallel with the east right of way of Profit Place to the Point of Beginning.

As shown and dimensioned on the map attached hereto as Exhibit A.

For the purpose of the installation, maintenance, repair, reconstruction and/or replacement of utility facilities, Grantee shall have the right to enter, pass over and use said premises and the land adjacent thereto for the transportation, laying down and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work. Grantee agrees to restore after completion of construction, maintenance or replacement the property to its previous condition, or as close thereto as practicable.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

Dated this _____ day of November, 2024.

CITY OF DE PERE

By:

James G. Boyd, Mayor

State of Wisconsin)
)ss.
 Brown County)

This instrument was acknowledged before me on this _____ day of November, 2024, by the above-named person(s).

Angela M. Zills (Notary Public, State of Wisconsin)
 My commission expires: 4/15/2026.

Drafted by: Attorney Anthony S. Wachewicz III

By:

Carey E. Danen, City Clerk

State of Wisconsin)
) ss.
 Brown County)

This instrument was acknowledged before me on this _____ day of November, 2024, by the above-named person(s).

Angela M. Zills (Notary Public, State of Wisconsin)
 My commission expires: 4/15/2026.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

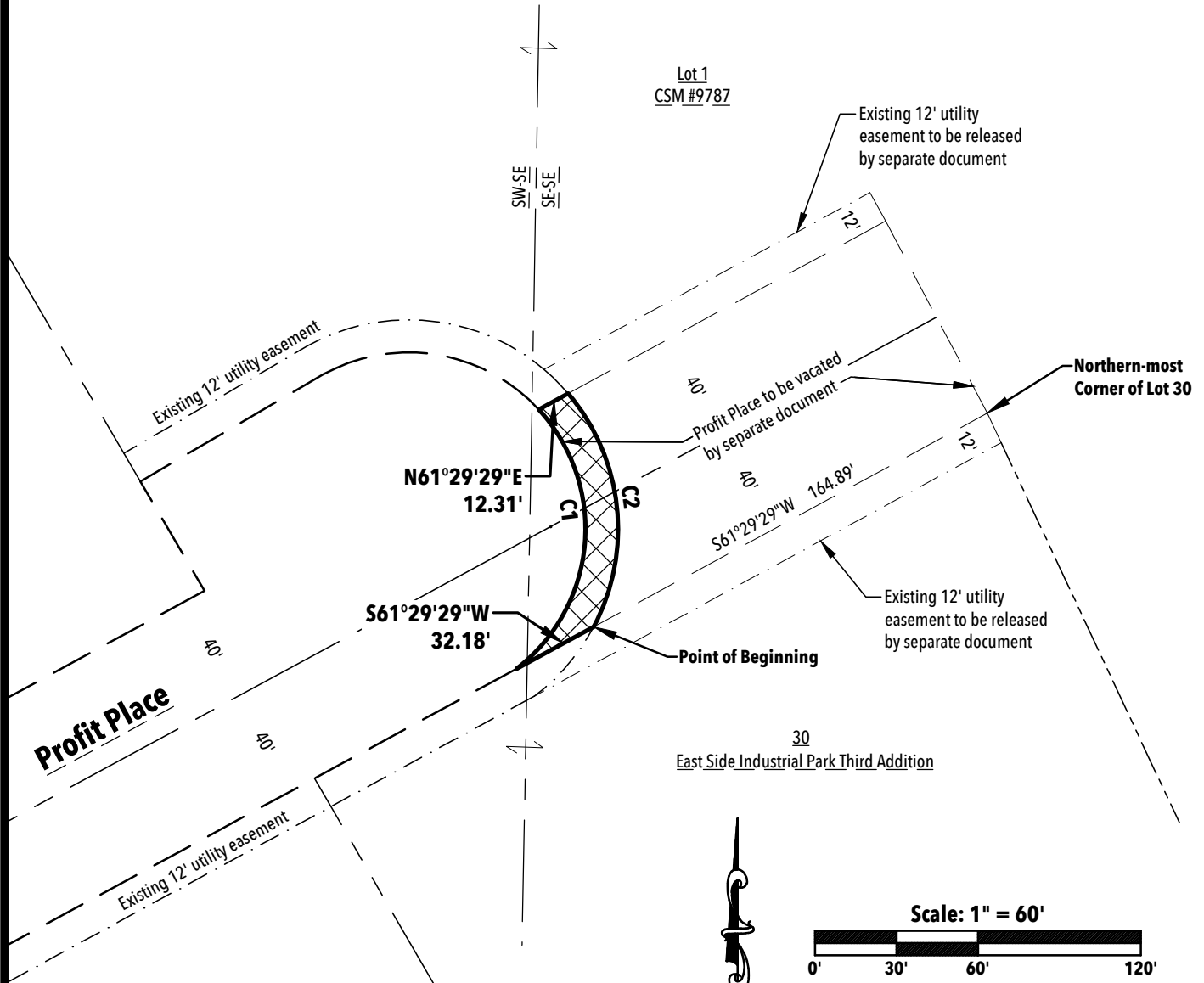
Attorney Anthony S. Wachewicz III
 City of De Pere
 335 S. Broadway
 De Pere, WI 54115

Part of ED-2382 and ED-3103

PARCEL IDENTIFICATION NUMBER (PIN)

EXHIBIT 'A'

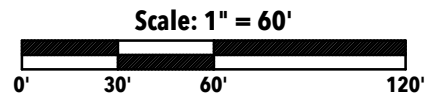
Curve Table							
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	94°54'03"	65.00'	107.66'	N04°50'44.5"E	95.77'	N52°17'46"E	N42°36'17"W
C2	68°18'15"	77.00'	91.79'	S06°13'14.5"E	86.45'	N27°55'53"E	N40°22'22"W



Legend



Proposed easement area = 1,165 Square Feet (0.027 Acres)



Bearings are based on the Brown County Coordinate System. The northwest line of Lot 30, East Side Industrial Park Third Addition bears N61°29'29"E.

R:\0400\0404\0404498\dwg\404498_utility easement.dwg

REL Robert E. Lee
& Associates, Inc.

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



CITY OF DE PERE
Engineering Division
925 S. Sixth Street
De Pere, Wisconsin 54115

Office (920) 339-4061
Fax (920) 339-4071

Date: 10/07/2024

REL Job #: 404498

Exhibit
Sheet 1 of 1

ITEM 6: Consideration and possible action for a new 12-foot-wide utility easement at the southern end of a proposed discontinued part of Profit PL at 2051 Profit PL and 2000 Commerce DR (Parcels ED-2382, ED-3103).*

SITE MAP



REQUESTED ACTION:	New 12-foot-wide utility easement.	
COMMON DESCRIPTION:	2051 Profit PL and 2000 Commerce DR, northeast of the Profit PL and Destiny DR intersection.	
ZONING:	BP-2 (Business Park 2 District) and BP-1 (Business Park 1 District).	
SURROUNDING LAND USES:	Business Park (BP-2, BP-1) to the north, south, and east. Business Park (BP-1) and Religious & Non-Secular Assembly (C) to the east.	
COMPREHENSIVE PLAN:	Business Park.	
APPLICANT/OWNER:	<u>Applicant</u> City of De Pere ATTN: Peter Schlein, Senior Planner 335 S Broadway ST De Pere, WI 54115	<u>Property Owners</u> <u>Parcel ED-2382:</u> One Source Tech I LLC 5571 River Oaks DR De Pere, WI 54115 <u>Parcel ED-3103:</u> Amerilux Holdings LLC 1300 Enterprise DR De Pere, WI 54115

LAND USE HISTORY: The right-of-way was developed as part of the business park in the early 2000's.

STAFF REVIEW:

Summary

The City of De Pere is requesting a new 12-foot-wide utility easement at the end of a proposed cul-de-sac on Profit PL. Easements like this are typically found on the edges of rights-of-ways and this action creates the easement, following a proposed right-of-way discontinuance and easement release.

Details

If a discontinuance is approved by Common Council on November 6, 2024, then the easement referenced in this report is needed. The new easement allows for utilities on the sides of rights-of-way, allowing for future development in the business park.

Note: In a separate report on October 28, 2024, Plan Commission will also review the release of easements at the north end of the proposed Profit PL cul-de-sac.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of a new 12-foot-wide utility easement at the southern end of a proposed discontinued part of Profit PL at 2051 Profit PL and 2000 Commerce DR and forwarding the recommendation to the Common Council for final approval. The final easement language will be subject to the final approval of the City Attorney's office.



Planning/Zoning Application

Planning & Zoning Department

1.13.e

Submitted On:

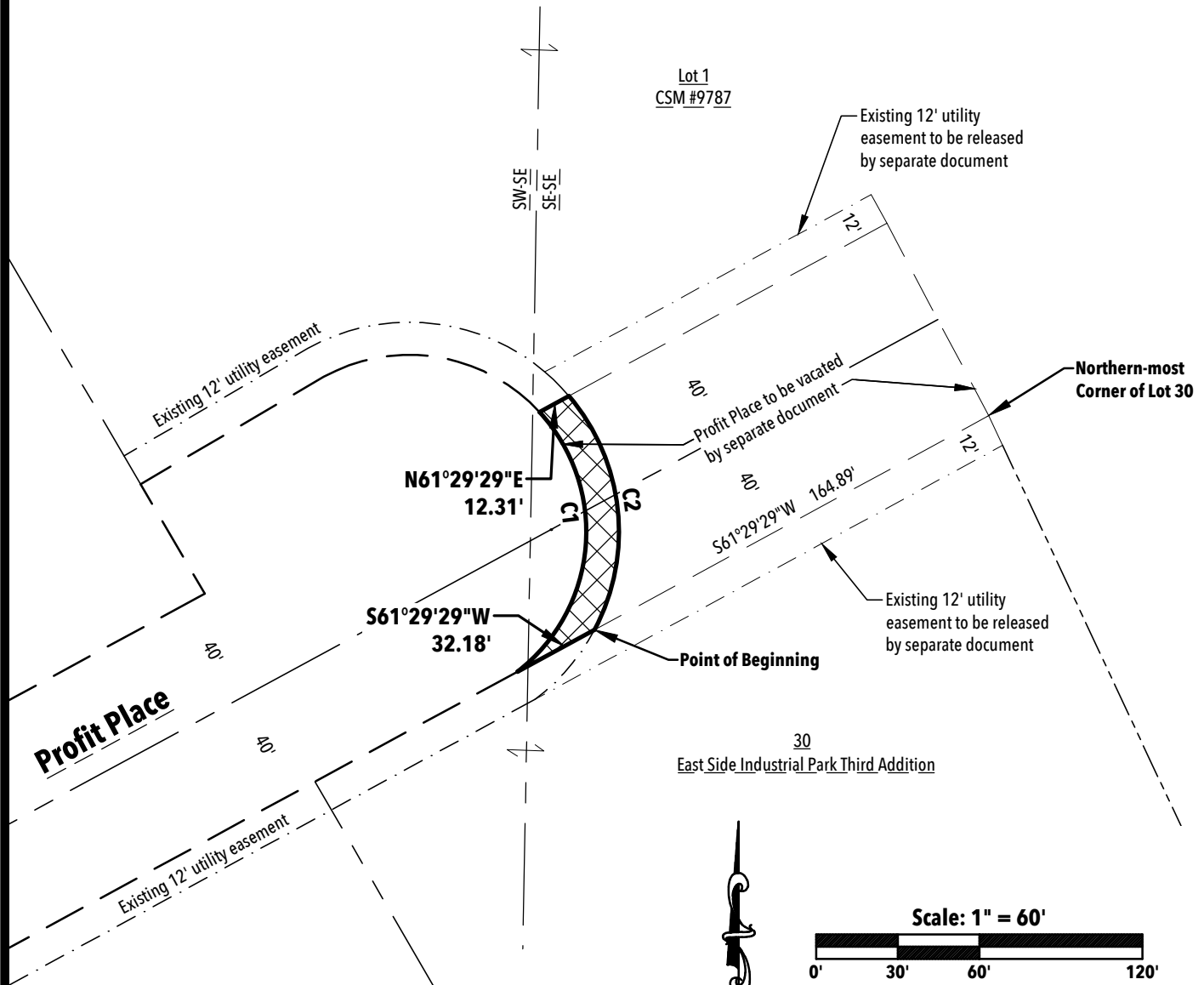
Oct 14, 2024, 02:43PM EDT

Parcel Number: (Include ALL parcels)	ED-3103, ED-2382, Adjacent ROW
Nearest property address to the project site:	Street Address: 2000 Commerce DR City: De Pere State: W Zip: 54115
Check each project type that is being applied for:	Easement
Is this project creating a new easement or releasing an existing easement?	Both
Current De Pere Zoning Districts:	BP-1 BP-2 None, in the right-of-way
Existing Site Land Uses:	Business Park/Industrial
Proposed Site Land Uses:	Business Park/Industrial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: City of De Pere Last Name: City of De Pere
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 335 S Broadway ST City: De Pere State: W Zip: 54115
Property Owner's Phone Number:	9203394043
Property Owner's Email Address:	pschleinz@deperewi.gov
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's	First Name: Peter

Name:		Last Name: Schleinz	1.13.e
Authorized Representative's Business Name:		City of De Pere	
Authorized Representative's Phone Number:		9203394043	
Authorized Representative's Email Address:		pschleinz@deperewi.gov	
Please attach an EXHIBIT MAP with the easement boundary.		Easement Release.pdf Proposed Easement.pdf	
Please attach a WORD DOCUMENT with the boundary legal description and a description about why the easement change is needed.		Easement Release Legal Description.docx Proposed Easement Legal Description.docx	
How do you plan on paying for your application?		City is the petitioner	
Total Due:		\$375.00	
Signature Data	First Name: Peter Last Name: Schleinz Email Address: pschleinz@deperewi.gov		
			
		Signed at: October 14, 2024 2:43pm America/New_York	
User's Session Information		IP Address: 216.56.64.34 Referrer URL:	

EXHIBIT 'A'

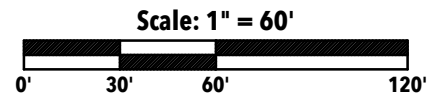
Curve Table							
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	94°54'03"	65.00'	107.66'	N04°50'44.5"E	95.77'	N52°17'46"E	N42°36'17"W
C2	68°18'15"	77.00'	91.79'	S06°13'14.5"E	86.45'	N27°55'53"E	N40°22'22"W



Legend



Proposed easement area = 1,165 Square Feet (0.027 Acres)



Bearings are based on the Brown County Coordinate System. The northwest line of Lot 30, East Side Industrial Park Third Addition bears N61°29'29"E.

R:\0400\0404\0404498\dwg\404498_utility easement.dwg

REL Robert E. Lee
& Associates, Inc.

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



CITY OF DE PERE
Engineering Division
925 S. Sixth Street
De Pere, Wisconsin 54115

Office (920) 339-4061
Fax (920) 339-4071

Date: 10/07/2024

REL Job #: 404498

Exhibit
Sheet 1 of 1

LEGAL DESCRIPTION

Part of the Southeast 1/4 of the Southeast 1/4 and part of the Southwest 1/4 of the Southeast 1/4, all in Section 33, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the northern-most corner of Lot 30, East Side Industrial Park Third Addition, Volume 21 of Plats, Page 117, Document Number 1747462; thence S61°29'29"W, 164.89 feet on the southeast right of way of vacated Profit Place to the **POINT OF BEGINNING**; thence continuing S61°29'29"W, 32.18 feet on said southeast right of way; thence 107.66 feet on the arc of a 65.00 foot radius curve to the left, having a long chord which bears N04°50'44.5"E, 95.77 feet on the east right of way of Profit Place to the northwest right of way of vacated Profit Place; thence N61°29'29"E, 12.31 feet on said northeast right of way; thence 91.79 feet on a 77.00 foot radius curve to the right, having a long chord which bears S06°13'14.5"E, 86.45 feet on an arc that is 12.00 easterly of and parallel with the east right of way of Profit Place to the Point of Beginning.

As shown and dimensioned on the attached Exhibit A.

Said described lands (proposed easement area) contain 1,165 Square Feet (0.027 Acres) more or less.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 6, 2024

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

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

On October 28, 2024, the Plan Commission unanimously recommended approval of a 20 foot wide and 71.5 foot wide stormwater access and maintenance easement for a stormwater pond on the northwest side of 1862 Commerce Drive (Parcel No. ED-3440101-5) by a vote of 5-0.

ATTACHMENTS:

- Reso24-95 (PDF)
- Stormwater Access and Maintenance Easement (PDF)
- Exhibit A-MASK, LLC (PDF)
- PC Report - Stormwater Maintenance Easement (DOCX)
- Application Form with Easement Exhibit - 08 Oct 2024 (PDF)

RESOLUTION #24-95

APPROVING GRANT OF STORMWATER ACCESS AND MAINTENANCE EASEMENT
(Parcel ED-344-101-5; 1862 Commerce Drive)

WHEREAS, MASK, LLC and the City are parties to a December 23, 2023, Development Agreement Regarding Facility Expansion for MASK's construction of Plant No. 8 at 1862 Commerce Drive; and

WHEREAS, City's obligations under the Agreement require it to obtain a stormwater easement, maintenance agreement and boundary map prepared to grant the City access to the stormwater facility for routine maintenance and improvements; and

WHEREAS, the attached Grant of Stormwater Access and Maintenance Agreement will provide City with a 20 foot wide and 71.5 foot wide easement for ingress and egress purposes on, over, under, across and through MASK LLC's property to access the stormwater facility; and

WHEREAS, this matter has been reviewed by the Plan Commission which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council consents to the Stormwater Access and Maintenance Easement, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of November, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 10/28/2024

DOCUMENT NO.

GRANT OF STORMWATER ACCESS AND MAINTENANCE EASEMENT

MASK, LLC, a Wisconsin limited liability company, (Grantor), hereby grants and conveys to the City of De Pere, a Wisconsin municipal corporation (Grantee), and its successors and assigns, access to and a perpetual exclusive easement for ingress and egress purposes on, over, under, across and through in all lands described below for the purposes of maintenance, reconstruction and/or repair of a stormwater management pond and related facilities.

Legal Description of the Easement Tract:

Part of Lot 1, Certified Survey Map Number 9396, Document No. 2982119, located in part of the Southwest 1/4 of the Northwest 1/4, Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the southeast corner of said Lot 1; thence N00°26'39"E, 142.00 feet on the west right of way of Commerce Drive to the **POINT OF BEGINNING**; thence N89°33'21"W, 386.76 feet on a line that is 142.00 feet north of and parallel with the south line of said Lot 1 to a line that is 51.50 feet east of a parallel to the west line of said Lot 1; thence N00°33'04"E, 156.64 feet on said parallel line to a line that is 200.00 feet south of and parallel with the north line of said Lot 1; thence N89°33'21"W, 51.50 feet on said parallel line to said west line; thence N00°33'04"E, 200.00 feet on said west line to the northwest corner of said Lot 1; thence S89°33'21"E, 71.50 feet on said north line to a line that is 71.50 feet east of and parallel with said west line; thence S00°33'04"W, 336.64 feet on said parallel line to a line that is 162.00 feet north of and parallel with said south line; thence S89°33'21"E, 366.72 feet on said parallel line to said west right of way; thence S00°26'39"W, 20.00 feet on said west right of way to the Point of Beginning.

As shown and dimensioned on the map attached hereto as Exhibit A.

The Easement granted herein shall include the following covenants and conditions:

1. **Use of Easement.** The Easement herein granted shall be used for ingress and egress, for access purposes for the maintenance, repair, reconstruction and/or replacement of a stormwater management pond on Grantor's property. Grantee shall have the right to enter, pass over and use said premises and the land adjacent thereto for the transportation, laying down and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work. Grantee agrees to restore after completion of maintenance or reconstruction the property to its previous condition, or as close thereto as practicable. Grantor, its guests, or invitees shall not impede the use of the Easement Tract by acts, such as, including without limitation, parking vehicles or placing other obstacles thereon.
2. **Covenants Run with the Land.** All of the terms and conditions in this Grant of Easement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee, and their respective successors and assigns.
3. **Non-Use.** Non-use or limited use of the easement rights granted herein shall not prevent Grantee from later use of the easement rights to the fullest extent authorized herein.
4. **Governing Law.** The Grant of Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Attorney Anthony S. Wachewicz III
City of De Pere
335 S. Broadway
De Pere, WI 54115

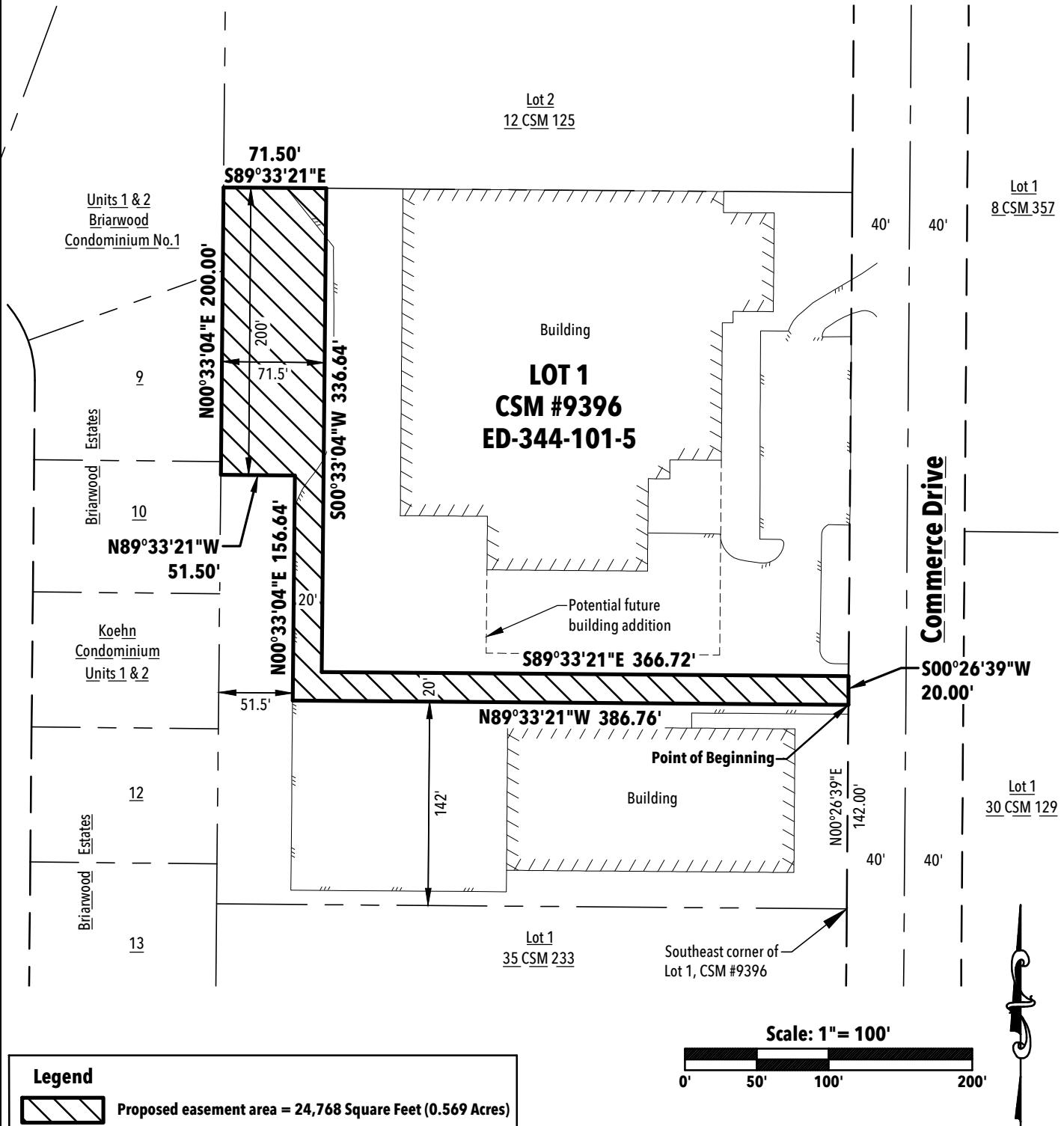
ED-344-101-5

PARCEL IDENTIFICATION NUMBER (PIN)

- This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

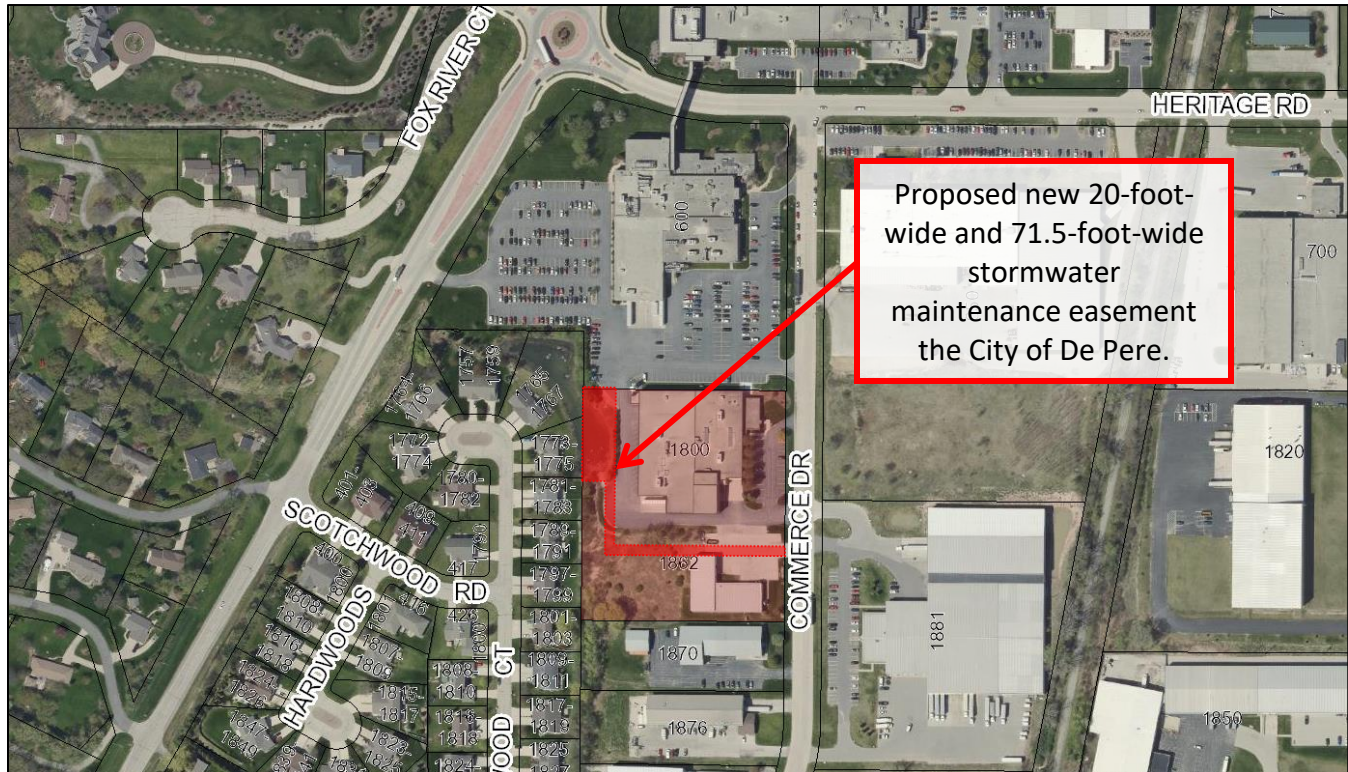
MASK, LLC

EXHIBIT 'A'



ITEM 7: Consideration and possible action for a new 20-foot-wide and 71.5-foot-wide stormwater access and maintenance easement, created for the City of De Pere for access and maintenance of a stormwater pond on the northwest side of 1862 Commerce DR (Parcel ED-344-101-5).*

SITE MAP



REQUESTED ACTION: New 20-foot-wide and 71.5-foot-wide stormwater access and maintenance easement.

COMMON DESCRIPTION: 1862 Commerce DR, southwest of the Commerce DR and Heritage RD intersection.

ZONING: BP-2 (Business Park 2 District).

SURROUNDING LAND USES: Business Park (BP-2) to the north, east, and south.
Two-Family Residential (R2-60) to the west.

COMPREHENSIVE PLAN: Industrial Park.

APPLICANT/OWNER:

<u>Applicant</u>	<u>Property Owner</u>
City of De Pere	MASK LLC
ATTN: Peter Schleinz, Senior Planner	PO BOX 5310
335 S Broadway ST	De Pere, WI 54115
De Pere, WI 54115	

LAND USE HISTORY: The property developed as part of the business park in the 1990's.

STAFF REVIEW:

Summary

The City of De Pere is requesting a new 20-foot-wide and 71.5-foot-wide stormwater access and maintenance easement. The purpose for the easement is to access an existing stormwater management pond at the northwest end of the parcel. This is in relation to the terms of the development agreement signed between the City of De Pere and MASK LLC in 2023.

Details

The City has maintained the pond for many years. The creation of the easement establishes access to continue to access and maintain the stormwater pond.

The easement is being created along with a new business park development on the property in TID 10. The City provided funding for the new development.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the 20-foot-wide and 71.5-foot-wide stormwater access and maintenance easement and forwarding the recommendation to the Common Council for final approval. The final easement language will be subject to the final approval of the City Attorney's office.



Planning/Zoning Application

Planning & Zoning Department

1.14.e

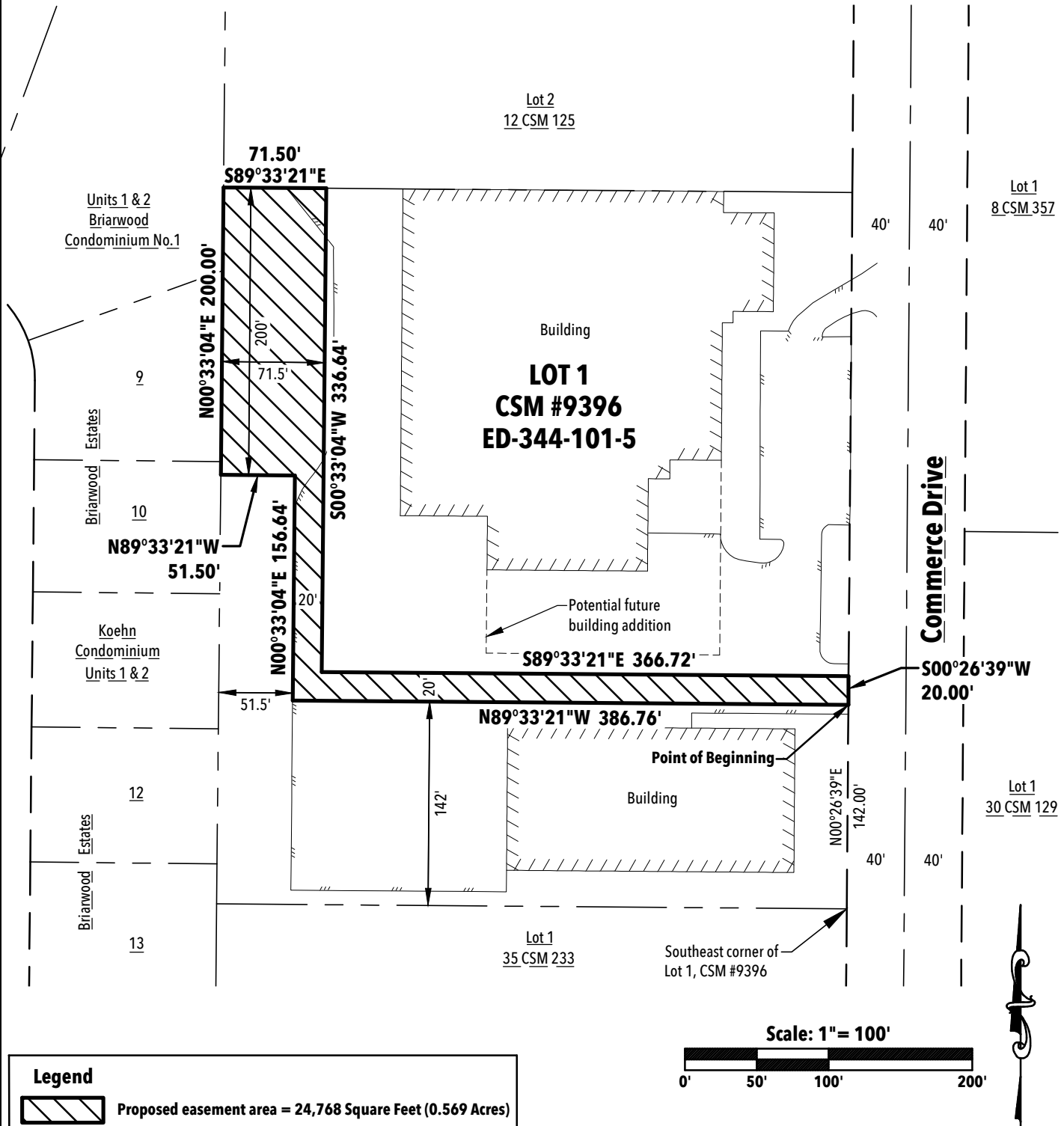
Submitted On:

Sep 26, 2024, 03:25PM EDT

Parcel Number: (Include ALL parcels)	ED-344-101-5
Nearest property address to the project site:	Street Address: 1862 Commerce DR City: De Pere State: W Zip: 54115
Check each project type that is being applied for:	Easement
Is this project creating a new easement or releasing an existing easement?	New Easement
Current De Pere Zoning Districts:	BP-2
Existing Site Land Uses:	Business Park/Industrial
Proposed Site Land Uses:	Business Park/Industrial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: City of De Pere Last Name: City of De Pere
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 335 S Broadway ST City: De Pere State: W Zip: 54115
Property Owner's Phone Number:	9203394043
Property Owner's Email Address:	pschleinz@deperewi.gov
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's	First Name: Peter

Name:		Last Name: Schleinz	1.14.e
Authorized Representative's Business Name:		City of De Pere	
Authorized Representative's Phone Number:		9203394043	
Authorized Representative's Email Address:		pschleinz@deperewi.gov	
Please attach an EXHIBIT MAP with the easement boundary.		20240926122125750.pdf	
Please attach a WORD DOCUMENT with the boundary legal description and a description about why the easement change is needed.		New Rich Text Document (2).rtf	
How do you plan on paying for your application?		City is the petitioner	
Total Due:		\$375.00	
Signature Data	First Name: Peter Last Name: Schleinz Email Address: pschleinz@deperewi.gov		
			
		Signed at: September 26, 2024 3:25pm America/New_York	
User's Session Information		IP Address: 216.56.64.34 Referrer URL:	

EXHIBIT 'A'



LEGAL DESCRIPTION

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As shown and dimensioned on the attached Exhibit A.

Said described lands (proposed easement area) contain 24,768 Square Feet (0.569 Acres) more or less.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 6, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

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

ATTACHMENTS:

- Appointment Memo_Nov 2024 (PDF)

Memo

City of De Pere

To: City Council Members
 From: James Boyd, Mayor
 Subject: Appointment to Board of Health and Reappointment to Police & Fire Commission
 Date: November 6, 2024 (meeting date)

I am submitting the following names for appointment/reappointment at the November 6 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 either appointment.

Appointment to Board of Health – Robyn Lauritsen

I was born and raised in Green Bay. I received a full ride scholarship to cross country ski at UWGB and graduated in 2011 with a major in Spanish and minor in Childhood Development. I completed the 15-month nursing program at Bellin College in 2012 and worked at Bellin Hospital for many years on the float team. A few years later, I began travel nursing which is when I decided I wanted to pursue a higher degree. I graduated with my Doctorate in Nursing Practice from UW Oshkosh in May 2020 and started my first Nurse Practitioner position at Bellin Health in June 2020 as a Family Practice provider.

In addition to my career in health care, I have enjoyed serving my community. I was an active volunteer cross country ski coach for Bay Nordic kids from 2012-2020. I am a member of UWGB Nordic Skiing Booster Club along with another alumni in which we've put on multiple fundraisers that not only financially support our local collegiate athletes, but build and strengthen relationships within our community.

Now that I am established in my career and invested as a resident of the city of De Pere, I am looking forward to engaging my passion for community wellness and serving my community as a member of the Board of Health.

Reappointment to Police & Fire Commission – Ted Penn

Ted Penn has been a member of the Police & Fire Commission since 2002.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 6, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
