



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Agenda

Tuesday, October 1, 2019

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 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 **October 1, 2019** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

This meeting can be viewed LIVE on Spectrum Cable Channel 4; AT&T U-verse Channel 99; www.depere.tv. This meeting is also rebroadcast on TV throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the September 17, 2019 Common Council meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Presentation Regarding Sister City.
6. Recommendation from the Board of Park Commissioners to Accept \$250 Donation from The Pink Flamingos for the De Pere Community Center Flooring Project.
7. Recommendation from the Board of Park Commissioners to Approve Reallocating \$5,000 from the Southwest Paving Project to Riverwalk Maintenance.
8. Recommendation from the Business Improvement District Board regarding De Pere Business Improvement District 2020 Operating Plan.
9. Recommendation from the License Committee for a temporary premises description change submitted by C&C Pub and Grill.
10. Resolution #19-110 Authorizing Intergovernmental Cooperation Agreement Between the Town of Lawrence and the City of De Pere Regarding Non-resident Fees Imposed for Participation in the De Pere Rapides Youth Soccer Program.
11. Resolution #19-111 Authorizing Farm Lease (67 acres along American Boulevard).
12. Resolution #19-112 Authorizing Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and American Boulevard Properties LLC (American Boulevard - Parcel WD-1137-2).
13. Operator license applications.
14. Voucher approval.
15. Future agenda items.
16. Update on Project 16-04B and Possible Action on that Contract Under the City's Standard Specifications

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of conferring

with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

17. Adjournment.

Lawrence M. Delo
City Administrator

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
Clint Bodart
Deron Andre, Andre Law Offices
Randy Liska, Metalstorm
Kim Thompson
Jay DeCleene, Pink Flamingos
Jim Westerman, De Pere Rapides Soccer
Gregory Cornell, C & C Pub and Grill



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 1, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the September 17, 2019 Common Council meeting.

ATTACHMENTS:

- 9-17-19 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Tuesday, September 17, 2019

7:30 PM

De Pere City Hall Council Chambers

1. Call to Order. The meeting was called to order at 7:30 PM by Mayor Michael J. Walsh.

Attendee Name	Title	Status	Arrived
Michael J. Walsh	Mayor	Present	
James Boyd	Aldersperson	Excused	
Dan Carpenter	Aldersperson	Present	
Scott Crevier	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Ryan Jennings	Aldersperson	Present	
Amy Chandik Kundinger	Aldersperson	Present	
Casey Nelson	Aldersperson	Present	
Dean Raasch	Aldersperson	Excused	

2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the September 3, 2019 Common Council meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Aldersperson
SECONDER:	Ryan Jennings, Aldersperson
AYES:	Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson
EXCUSED:	James Boyd, Dean Raasch

4. Public comment upon matters not on the agenda and other announcements.

Aldersperson Kundinger announced that on Tuesday, September 24th from 8AM - 5PM, the De Pere Chamber of Commerce will be holding its third annual Business Walk. It is designed as a casual, conversational survey conducted by members of the Chamber and community volunteers.

Aldersperson Hansen congratulated New Pride Alive on holding its first event this past weekend at the Brown County Fairgrounds, and thanked them for relocating their event to De Pere.

5. Recommendation from the Finance-Personnel Committee to Approve the 2018 Audit Report.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Aldersperson
SECONDER:	Scott Crevier, Aldersperson
AYES:	Carpenter, Crevier, Hansen, Jennings, Kundinger, Nelson
EXCUSED:	James Boyd, Dean Raasch

6. Recommendation from the Board of Public Works to Award Contract 19-17 Employers Boulevard Water Relay to Kruczek Construction in the amount of \$164,600.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jonathon Hansen, Alderperson
SECONDER: Ryan Jennings, Alderperson
AYES: Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED: James Boyd, Dean Raasch

7. Recommendation from Plan Commission to Approve a Proposed Extraterritorial 2 Lot CSM at 2440 Oak Ridge Circle in the Town of Ledgeview (Parcel D-489-1). Submitted by Bryan L. Pfeffer, PLS, Robert E. Lee & Associates, authorized representative for Elaine LeDuc property owner.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dan Carpenter, Alderperson
SECONDER: Casey Nelson, Alderperson
AYES: Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED: James Boyd, Dean Raasch

8. Recommendation from Plan Commission to Approve a Proposed Extraterritorial 2 Lot CSM for unaddressed property located north from Heritage Road and Wayne Lane in the Town of Ledgeview (Parcel D-450-1). Submitted by Steven M. Bieda, PLS, Mau & Associates LLP, authorized representative for Gigot Properties LLC, property owner.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Casey Nelson, Alderperson
SECONDER: Amy Chandik Kunding, Alderperson
AYES: Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED: James Boyd, Dean Raasch

9. Recommendation from Plan Commission to Approve a Proposed Extraterritorial 1 Lot CSM at the 4800 BLK Tower Road in the Town of Glenmore (part of Parcel GL-107). Submitted by Leslie D. Van Horn, PLSS, Van Horn & Van Horn LLC, authorized representative for Shillcox Shamrock Lines LLC, property owner.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Ryan Jennings, Alderperson
SECONDER: Dan Carpenter, Alderperson
AYES: Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED: James Boyd, Dean Raasch

10. Recommendation from the Finance/Personnel Committee to accept \$250 sponsorship from the Kress Inn and Bemis Conference Center in support of De Pere TV.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Amy Chandik Kunding, Alderperson
SECONDER: Casey Nelson, Alderperson
AYES: Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED: James Boyd, Dean Raasch

11. Recommendation from the Finance & Personnel Committee to Approve and Accept the Proposed Eagle Scout Project for Improvements to the Fire Department Classroom, Station #1.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Alderperson
SECONDER: Amy Chandik Kunding, Alderperson
AYES: Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED: James Boyd, Dean Raasch

12. Recommendation from the Finance & Personnel Committee to accept \$500 donation from Casey Cuene to the Fire Department.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Alderperson
SECONDER: Dan Carpenter, Alderperson
AYES: Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED: James Boyd, Dean Raasch

13. Recommendation from the Finance & Personnel Committee to accept \$1,100 donation from Green Bay Packers to the Fire Department.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Alderperson
SECONDER: Casey Nelson, Alderperson
AYES: Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED: James Boyd, Dean Raasch

14. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Bullseye 708 LLC (DBA Pub 338), 338 Main Ave. Submitted by Bullseye 708 LLC, Agent Leslie Conard, De Pere.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dan Carpenter, Alderperson
SECONDER: Jonathon Hansen, Alderperson
AYES: Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED: James Boyd, Dean Raasch

15. Recommendation from the License Committee on an application for a Special Permit allowing consumption of alcohol beverages on public ways (George St from Broadway to Wisconsin St and a portion of Wisconsin St). Submitted by Definitely De Pere for the Food Truck Rally on Sunday, Sept. 29, 2019 from 1:00 pm to 5:00 pm.

Alderperson Hansen stated that he is in support of this request, as well as the following agenda item, because they are both scheduled on a weekend. He reported that he has had conversations throughout the summer with several business owners in the old post office building who feel that the weekly Farmers Market has been disruptive to their businesses. Alderperson Hansen encouraged the City to carefully consider future requests to use this space on weekdays.

RESULT: ADOPTED [5 TO 0]
MOVER: Casey Nelson, Alderperson
SECONDER: Amy Chandik Kunding, Alderperson
AYES: Carpenter, Crevier, Hansen, Kunding, Nelson
ABSTAIN: Ryan Jennings
EXCUSED: James Boyd, Dean Raasch

16. Recommendation from the License Committee on an application for a Special Permit allowing consumption of alcohol beverages on public ways (George St from Broadway to Wisconsin St and a portion of Wisconsin St). Submitted by Definitely De Pere for the Street Yoga on Saturday, October 5, 2019 from 4:00 pm to 6:00 pm.

RESULT: ADOPTED [5 TO 0]
MOVER: Dan Carpenter, Alderperson
SECONDER: Scott Crevier, Alderperson
AYES: Carpenter, Crevier, Hansen, Kunding, Nelson
ABSTAIN: Ryan Jennings
EXCUSED: James Boyd, Dean Raasch

17. Recommendation from the License Committee on an application for a temporary premises description change submitted by La Vie Boheme.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Ryan Jennings, Alderperson
SECONDER: Casey Nelson, Alderperson
AYES: Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED: James Boyd, Dean Raasch

18. Ordinance #19-19 Amending § 62-4 and § 62-12 De Pere Municipal Code Regarding Inspections and Electrical Permit Fees.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dan Carpenter, Alderperson
SECONDER: Jonathon Hansen, Alderperson
AYES: Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED: James Boyd, Dean Raasch

19. Resolution #19-103, A Resolution Authorizing and Providing for the Sale and Issuance of \$8,715,000* General Obligation Promissory Notes, series 2019A, and all Related Details.

Justin Fischer with Baird Public Finance distributed a packet related to the bond sale, which has been attached to these minutes as Exhibit A. Mr. Fischer and Finance Director Joe Zegers reported on the bond sale that took place this morning and answered Council members' questions.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED:	James Boyd, Dean Raasch

20. Resolution #19-104, A Resolution Authorizing and Providing for the Sale and Issuance of \$880,000 Taxable General Obligation Promissory Notes, Series 2019B, and all Related Details.

Alderperson Hansen noted that one of the credit challenges mentioned in the City's credit analysis described limited revenue raising capability due to state-imposed levy limits. He stated that this is a good opportunity to underscore how levy limits impact municipalities.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED:	James Boyd, Dean Raasch

21. Resolution #19-105 Naming New Street Right-of-Way (Drift Inn Drive).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED:	James Boyd, Dean Raasch

22. Resolution #19-106 Authorizing Extensions of Cost Share Agreements for School Resource Officer Program with the Unified School District of De Pere and the West De Pere School District.

Police Chief Derek Beiderwieden explained how the costs of the additional school resource officer are being shared versus the old agreement. Alderperson Crevier expressed opposition to the funding structure because it appears that the West De Pere School District is bearing more of the cost. City Administrator Larry Delo explained that the Unified School District of East De Pere did not have an interest in changing the structure; in order to accommodate West De Pere's request, this is the negotiated funding formula that all parties agreed on. Discussion followed.

RESULT:	ADOPTED [5 TO 1]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Carpenter, Hansen, Jennings, Kunding, Nelson
NAYS:	Scott Crevier
EXCUSED:	James Boyd, Dean Raasch

23. Resolution #19-107 Authorizing Submission of Georgia-Pacific Bucket Brigade Grant Application.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED:	James Boyd, Dean Raasch

24. Resolution #19-108 Authorizing Submission of Wisconsin Department of Natural Resources Forest Fire Protection Grant Application for Dry Fire Hydrant Installation.

Fire Chief Al Matzke explained how dry fire hydrants could have assisted the City during the Turba building fire. He also answered questions and explained where the dry fire hydrants would be installed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED:	James Boyd, Dean Raasch

25. Resolution #19-109 Authorizing Property Manager Agreement with Blue Frog Property Management LLC.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Carpenter, Crevier, Hansen, Jennings, Kunding, Nelson
EXCUSED:	James Boyd, Dean Raasch

26. Operator license applications.

Alderperson Carpenter moved, seconded by Alderperson Hansen to deny Previously Tabled Application #1 due to recent convictions and non-appearance before the License Committee when requested. Upon vote, motion carried unanimously.

Alderperson Carpenter moved, seconded by Alderperson Hansen to approve Previously Tabled Application #2. Upon vote, motion carried unanimously.

Alderperson Carpenter moved, seconded by Alderperson Hansen to approve New Operator Applications #1-4. Upon vote, motion carried unanimously.

27. Voucher approval.

28. Future agenda items.

Alderperson Hansen stated that he has received feedback from local business owners about the murals that have been painted on some of the old buildings in the downtown. These constituents feel that the original brick should not be painted over. He noted that while the buildings are not on the local historical register, the Main Street development guidelines adopted by the City in 2013 and posted on the Definitely De Pere website suggest that murals should not be painted directly on brick. Alderperson Hansen asked if staff can look at our buildings in the downtown to consider including them on the local register. Mayor Walsh stated that this request can be forwarded to the Historic Preservation Commission.

29. Adjournment.

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

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 1, 2019

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Presentation Regarding Sister City.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 1, 2019

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Accept \$250 Donation from The Pink Flamingos for the De Pere Community Center Flooring Project.

The Board of Park Commissioners, at the September 19, 2019 meeting, approved accepting the \$250 donation from the Pink Flamingos for the Community Center flooring project and forward to Common Council for approval. The above motion passed unanimously with a 6-0 vote. This entire project is to be funded through private donations; thus far we have raised nearly \$9,000. Total cost of the project is \$22,000.

Thank you for your time and consideration.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 1, 2019

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Approve Reallocating \$5,000 from the Southwest Paving Project to Riverwalk Maintenance.

The Board of Park Commissioners, at the September 19, 2019 meeting, approved reallocating \$5,000 from the Southwest Park paving project to Riverwalk maintenance. The 2019 Budget allocated \$16,000 for the project, however costs have risen to the point the project is recommended to be eliminated. The Park Board recommended terminating the paving project at Southwest Park and reallocate partial funding to the Riverwalk.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 1, 2019

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Recommendation from the Business Improvement District Board regarding De Pere Business Improvement District 2020 Operating Plan.

At their meeting on September 20, 2019, the Business Improvement District Board (BID) approved the 2020 BID Operating Plan by a vote of 5-0.

ATTACHMENTS:

- BID Operating Plan Memo 9-2019 (DOCX)
- DBI_OperatingPlan_2020 for BID (PDF)

CITY OF DE PERE MEMO



To: Business Improvement District (BID) Board
 From: Kim Flom, Development Services Director
 Date: September 20, 2019

RE: **Draft 2020 BID Operating Plan**

The 2020 De Pere Business Improvement Operating Plan is attached for your review.

2019 BID Assessment

The BID assessed property value remained relatively stable between 2018 and 2019 resulting in an estimated 2019 assessment collection (that will occur in 2020 and fund the 2020 BID activities) of \$87,768.38. The assessment funds are proposed to be allocated to the City of De Pere (\$1,000) and to Definitely De Pere (\$86,768.38).

Proposed Operating Plan Amendments

Priority Projects

2019 projects have been removed and replaced with proposed 2020 projects.

2019 Priority Projects (removed from plan with updates below)

1. Downtown West Vision Plan
 - a. In budget for 2020 execution.
2. Installation of public art/placemaking improvements in the Nicolet Square Alley
 - a. Scheduled for Fall 2019.
3. Construction of newly designed James Street Streetscape
 - a. Project designed and bid. Bids rejected due to cost. Anticipated install 2020.
4. Wayfinding master plan and preliminary signage design
 - a. RFP to be issued at end of 2019.
5. Shared dumpster enclosure in Lee Square parking lot
 - a. Currently in design phase.

2020 Proposed Priority Projects

1. Pursue 123 N Broadway redevelopment.
2. Support plans to occupy or redevelop the Shopko Property
3. Finish Zoning Code Update
4. Public Realm Development (James Street Streetscape/Parklet Pedlet Policy)
5. Continue success of public art program
6. Strategic Business Recruitment

Updated Appendix – State Statute Language

Appendix D has been revised with updated State Statute language. No substantial changes have occurred.

BID Special Assessment Method

The BID discussed the current assessment method at their August meeting, but no changes are proposed as part of the 2020 BID Operating Plan.

The Board did express support for an increase to the assessment rate and encouraged Definitely De Pere and the City to further research potential scenarios and outcomes and utilize the first half of 2020 to finalize a proposal and begin a communication plan with the membership in order to garner feedback.

To provide a comparison, here is the current De Pere formula and the formula for Neenah, a city of similar population, close to a large urban center, and with a historic downtown and water frontage.

City of De Pere

\$1.75/\$1,000

Minimum: \$275

Maximum: \$1,950

No legal entity assessed more than \$1,950 and no less than \$275. If single entity owns more than one parcel, the property values are combined to calculate the assessment.

City of Neenah

\$2.95/\$1,000

Minimum: \$750

Maximum: \$7,000

No 'multiple property' provision

Process to change the Assessment Method

1. BID provides direction to staff regarding proposed assessment method.
2. Staff schedules a membership meeting and prepares a Class 2 notice.
3. Staff mails copy of Class 2 notice to each property owner in the district.
4. Meeting held to discuss changes.
5. Operating Plan updated to reflect change in assessment method.
6. BID Board/Annual Membership meeting to review and provide recommendation on Operating Plan.
7. Operating Plan recommendation presented to Council.
8. Common Council review and approval (or denial or change) in Operating Plan.

Requested Action

Approval of the 2020 De Pere Business Improvement District Operating Plan.

DRAFT

De Pere Business Improvement District 2020 Operating Plan (Year Six)



September 2019

Anticipated Approval by Common Council: **Anticipated October 1, 2019**



The 2020 Business Improvement District (BID) Plan was prepared by the City of De Pere in collaboration with the BID Board and Definitely De Pere

BID Board Members

Tom Gavic - Chair
Larry Delo – Secretary
Mary Boyd
Brent Felchlin
Paul Olejniczak
Angela Patel
Rich Starry

Definitely De Pere

Tina Quigley – Executive Director
Brenda Busch – Board President
Kendall Tilkens, Marketing & Events Coordinator

City of De Pere

Kim Flom - Development Services Director
Bill Boyle – GIS Manager/Project Manager

**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 Section 66.1109 of the Wisconsin Statutes (the "BID Law") to provide a way for business properties within an established district to authorize voluntarily assessments. The assessment funds are to be used for programs aimed at promoting developing, redeveloping, managing and maintaining that district. There are currently approximately 85 active BID's in the State of Wisconsin across 45 different communities.

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

A. Purpose and History of the BID

The property owners who were involved in the creation of the BID hoped to accomplish goals and ideas presented in the De Pere Downtown Master Plan, Cultural District Master Plan, Comprehensive Plan and Historic Preservation Plan. 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. (also known as Definitely De Pere and listed throughout this document as Definitely De Pere), along with input and discussion from the membership.

The BID Board, through the development of this Operating Plan has coordinated with Definitely De Pere and the membership for the work described in this plan. Definitely De Pere 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, "DBI 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 in order to:

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

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

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

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

II. Development Plans

The objective of the BID is to preserve and improve the social, economic and physical environment in the District, bring together appropriate partnerships of people, organizations and funds, and to evaluate and implement District development projects identified by businesses and building owners in the De Pere Downtown Master Plan, Comprehensive Plan and Historic Preservation Plan. This section of the Plan shall be the De Pere BID Operating Plan for 2019.

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 Downtown Master Plan (Adopted by the City of De Pere in June 2010):

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 in order 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 Downtown Master Plan and Cultural District Master Plan without losing the authentic existing character. Balance growth with change, including parking and traffic needs.

B. Proposed Activities

General activities consistent with the above objectives include:

1. 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.
2. Provide insight on and recommendations on design guidelines and zoning codes that will facilitate appropriate new development while maintaining the desired aesthetic and sense of place for Downtown De Pere.
3. Build and maintain a Downtown business database to be used as resource to facilitate conversations between building owners and prospective tenants and buyers and sellers. Work with the City to market appropriate redevelopment properties.
4. Promote community engagement and networking opportunities by increasing volunteer participation from BID and community members.
5. Participate in the creation of Downtown West Vision plan that will provide complimentary recommendations to pair with the Cultural District Master Plan.
6. Support the City in developing more pedestrian and bicycle friendly roadways, cross walks, and parking options in order to emphasize walking and biking as an integral transportation mode.
7. 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.
8. Support future infrastructure projects and continue to promote pedestrian and bicycle facilities and storm water management, consistent with ideas presented in the Downtown Master Plan, Cultural District Master Plan and Comprehensive Plan.
9. Explore different ways to effectively market and promote the Downtown. Support the growth of different districts, each with its own unique assets and character in order to enhance vibrancy and vitality.
10. Work to promote beautification and art related projects to add to the District. Extend the success of the mural program into other areas with other forms of art.
11. Work with the city to pursue redevelopment projects within the District in order to promote growth. Consider encouraging cluster areas of certain business types in order to enhance walkability.
12. Maximize communication opportunities (press, newsletter, social media, etc) to drive traffic into Downtown businesses and raise 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.
13. Work with the City to develop maintenance practices 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, and garbage/recycling removal.
14. 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.
15. Implement enhancements and programming as determined appropriate from the Downtown Master Plan and Comprehensive Plan.
16. Take all further action needed to carry out the general purposes of this DBI Operating Plan as are allowed by BID law.

2020 Priority Projects

1. Pursue 123 N Broadway redevelopment.
2. Support plans to occupy or redevelop the Shopko Property
3. Finish Zoning Code Update
4. Public Realm Development (James Street Streetscape/Parklet Pedlet Policy)
5. Continue success of public art program
6. Strategic Business Recruitment

C. Benefits of the BID

Money collected by the BID under this DBI 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 Downtown Master Plan and Comprehensive Plan 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 Downtown Master Plan and Comprehensive Plan 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 the downtown.

III. Measures of Success

The success of the BID is determined by the level of satisfaction of those who create it and who control 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). That review should be updated annually and provided to the BID Board for review at their annual strategic planning meeting.

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

1. The Downtown Master Plan contains steps for both public and private sectors. Many of these actions are identified in this DBI Operating Plan. The accomplishment of these objectives will indicate one measure of success for the BID.

2. Commercial facilitation is a measure that can easily be quantified as the number of businesses, both existing and new, that receive help, either financial or advocacy services by the BID.
3. Another way to measure BID success is by the growth in value of private property in the District. Quantifiable valuation measures are calculated annually to measure success over time.
4. A final way to track success is through occupancy rates and business inventory. The 2010 business inventory and occupancy rates can be used as a baseline to evaluate and make changes for following years.

A. Proposed Expenditures of the BID

Expenditure details are listed in Appendix A. 2020 BID Expenditures include the following:

1. Contract with Definitely De Pere - \$85,769.38
2. City of De Pere Administrative Costs -\$1,000.00

B. Budget

The 2020 De Pere BID includes 219 parcels with a total BID value of over \$84,500,000 (\$68,116,300 value for assessable properties). The value has remained relatively flat between 2017 and 2018. Out of the 219 parcels, 72 are tax exempt or are used for residential purposes. Out of the remaining 147, the BID value is assessed at \$1.75 for every \$1,000 in total value of the parcel, with no combined ownership to have an assessment of more than \$ 1,950 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 DBI Operating Plan in order to implement a sustainable Business Improvement District for the City of De Pere.

Estimated 2020 Assessment Income (from 2019 taxes):	\$86,768.38
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2017 Expenses

Contract with Definitely De Pere:	\$85,768.38
City of De Pere Administrative Costs:	\$1,000.00
Total:	\$86,532.48

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

Estimated expenditures for Definitely De Pere 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 DBI 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 of 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.

C. Annual Review

The BID law requires that the DBI Operating Plan be presented annually to De Pere's City Council for approval. To comply with the Wis. Stats., Section 66.1109 (3) (b), the following process for the approval of the annual DBI 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 DBI Operating Plan for the next plan year.
2. The BID Board will review the proposed DBI Operating Plan and make recommendations to the City Council.
3. The City Council will act on the proposed DBI Operating Plan for the following plan year.
4. Appointment of new BID Board members will be made 30 days prior to the expiration of outgoing BID Board members' terms. This appointment is made by the Mayor and approved by the City Council.

It is anticipated that the BID Board will continue to revise and develop the DBI 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.

D. Relationship to Plans for Orderly Development of the City

According to Wisconsin Statutes Section 66.1109 (1)(f)(4), the DBI 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 the business activity in the District. Orderly development is consistent with De Pere's Downtown Master Plan, Comprehensive Plan and Historic Preservation Plan and will promote orderly development of the City in general and the District in particular.

E. Powers

It is intended that the BID Board shall have all powers authorized by law and this DBI 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 value of existing investments in the District.
3. To contract on behalf of the BID when necessary to implement the DBI 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 DBI 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.

F. Public Review Process

Section 66.1109 of Wis. Stats. establishes a specific process for reviewing and approving proposed Districts. All of the statutory requirements to create the BID shall be followed. Key components include: petition the City to establish the BID; publish class 2 notice of petition; develop the Operating Plan; mail Operating Plan to all affected property owners; and hold public hearing.

IV. District Boundaries

The District is defined by the current configuration of tax parcels listed in Appendix C-1, and shown in map form in Appendix B. The District is generally bounded by Franklin St. in East De Pere, to N. Ontario St., to Lewis St., across the Claude Allouez Bridge to West De Pere bordered by Main Ave., to Fort Howard Ave., to Grant Street and lastly to Third St. (St. Norbert College Campus). The District includes 145 taxable parcels subject to BID assessment, according to the Assessor's Records as of January 1, 2014. Parcels that are not taxable or are used for residential purposes have been excluded from this number, even as they fall within the boundaries.

V. BID Organization and Operating Board

The Mayor of the City of De Pere is responsible to appoint the BID Board with input from the community and approval of the Common Council. The owners of real estate within the District will, at the specified BID meeting, recommend members for the BID Board. Over half the BID Board members must be a property owner or operating business in the District. Appointments shall be made before the start of the plan year for which the DBI Operating Plan was adopted.

The Board's responsibility will be to implement the current year's DBI Operating Plan and to contract for the carrying out of the DBI Operating Plan. It 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 of the City of De Pere. This will require the BID Board to negotiate with providers of services and materials to carry out the DBI Operating Plan; to enter into various contracts; to monitor development activity; and to ensure the 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 City Council on September 1, 2015. (See Appendix E for the adopted Bylaws).

VI. Financing Method

The proposed expenditures outlined in the budget will be financed with funds collected from the BID assessment. It is estimated that in 2019, BID will receive \$86,532.48 from the BID 2018 special assessment. Monies collected from the BID assessment will also be used and contracted through Definitely De Pere in accordance with the DBI Operating Plan.

VII. Method of Assessment

A. Assessed Parcels

All taxable property used for commercial purposes, as well as those taxed by the state as manufacturing, in the District boundary will be assessed. Properties used exclusively for residential purposes will not be taxed according to BID law. 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. Property exempt

from paying real estate taxes or owned by government agencies will not be assessed, as required by BID law.

B. Levy of Assessment

Special assessments under this DBI Operating Plan will be levied, through adoption of this DBI 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 2019 rates as shown in Appendix C were calculated at a rate of \$1.75 per \$1,000.00 of assessed value. Parcels are assessed by legal entity (i.e., multiple parcels owned by one legal entity are used as a total). No legal entity is assessed more than \$1,950.00, 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, as of January 1, 2018. Assessments are based per parcel and legal ownership.

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

C. Schedule of Assessments

Appendix C provides a schedule of assessments for 2019 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 in accordance with the DBI 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 City Council annual reports describing the current status of the BID, including expenditures and revenues, when it submits its annual DBI Operating Plan to the City for the following year. Disbursement of BID funds will be made in accordance with the approved DBI 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 necessity of an additional disbursement agreement, disbursement method, or accounting method. Disbursements made under this DBI Operating Plan shall be shown in the City's budget as a line item. Other than as specified herein, the disbursement procedures shall follow 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. Definitely De Pere will prepare the annual report for operations in the District as well as obtain the required audit or reviewed financial statement. Definitely De Pere 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 DBI Operating Plan annually in response to changing development needs within the District.

VIII. City Role in District Operations

The City of De Pere is committed to helping owners and occupants in the District promote the objectives outlined in this DBI Operating Plan, while maintaining autonomy in the preparation of its annual budget. The City has made 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, Revolving Loan Fund Program and promoting economic development. The City of De Pere will also commit to the following:

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

IX. Required Statements

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

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

X. Severability and Expansion

The Business Improvement District has been created under the authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of the BID Law or this DBI Operating Plan unconstitutional, it will not invalidate or terminate the BID. The DBI Operating Plan will be amended to conform to the law without need of re-establishment. Should any legislature amend the statute to narrow or broaden the purposes of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this DBI 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 Section 66.1109 (3) (b) of the BID Law.

APPENDIX A: 2020 Definitely De Pere Budget & City Administrative Costs

City of De Pere Administrative Costs

In 2020, **\$1,000** of BID Assessment funds will be used to fund 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: \$875 (this amount covers only a portion of the time needed to calculating the assessment data, administering the BID meetings and updating the annual operating plan. Actual City staff costs are estimated at \$2,500)

Key Staff and Responsibilities

Administrative Staff (meeting agendas, meeting minutes, correspondence)

Development Services Director (BID operating plan, 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)

Definitely De Pere Budget

In 2020, the BID Board will contract with Definitely De Pere in the amount of **\$85,768.38** to implement the BDI Operating Plan. *The Definitely De Pere draft budget will be provided for review at the annual membership meeting.*

Attachment: DBI_OperatingPlan_2020 for BID (8779 : Recommendation from BID Board regarding DP BID 2020 Operating Plan.)

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

#	PARCEL ID	ADDRESS	PROPERTY OWNER	2019 ASSESSED VALUE	2019 BID VALUE	BID FINAL ASSESSMENT
1	ED-789	126 S BROADWAY ST	126 SOUTH BROADWAY LLC	199000	199000	\$348.25
2	ED-758-1	300 N BROADWAY ST BLK	301 NORTH BROADWAY LLC	1141100	1141100	\$973.59
3	ED-758	301 N BROADWAY ST	301 NORTH BROADWAY LLC	1144400	1144400	\$976.41
4	WD-908	313 MAIN AVE	313 MAIN IN DE PERE LLC	284500	284500	\$497.88
5	WD-372	334 MAIN AVE	A&K LONGBRANCH LLC	247000	247000	\$432.25
6	WD-1647	555 MAIN AVE 102	AARON P KEMPEN	119600	0	\$0.00
7	WD-921	371 MAIN AVE	ABTS INVESTMENTS LLC	141200	141200	\$275.00
8	WD-931	116 THIRD ST	AIANGO PROPERTIES LLC	219000	219000	\$383.25
9	ED-1067	805 GEORGE ST	ALI BRI PROPERTIES LLC	247800	247800	\$433.65
10	WD-1655	555 MAIN AVE 110	ANTERPREET SINGH	159000	0	\$0.00
11	ED-886	206 N WISCONSIN ST	ASSOCIATED DEPERE BANK	1222200	1222200	\$1,950.00
12	ED-1089	905 GEORGE ST	BEACHWALKER EXPRESS LLC	220600	220600	\$386.05
13	ED-824	125 S BROADWAY ST	BEILKE LLC	354400	354400	\$620.20
14	ED-907	518 GEORGE ST	BELLA NOVA LLC	299500	299500	\$524.13
15	ED-771	117 N BROADWAY ST	BELLE HOLDINGS LLC	186400	186400	\$326.20
16	ED-768	127 N BROADWAY ST	BELMONT DOWNTOWN ENTERPRISES LLC	255400	255400	\$446.95
17	ED-816	416 GEORGE ST	BMG DEVELOPMENT LLC	398000	398000	\$696.50
18	ED-844	102 N BROADWAY ST	BROADWAY INVESTMENT PARTNERS LLC	4555800	4555800	\$1,950.00
19	ED-767	129 N BROADWAY ST	BROOKS TL HOLDINGS LLC	120200	120200	\$275.00
20	ED-756	333 N BROADWAY ST	BROWN COUNTY LIBRARY	0	0	\$0.00
21	WD-281	108 S FIFTH ST	CAPITAL CREDIT UNION	804200	804200	\$1,407.35
22	WD-279	509 MAIN AVE	CAPITAL CREDIT UNION	127500	127500	\$223.13
23	ED-18-65	201 JAMES ST	CHATEAU DEPERE LLC	1700000	1700000	\$1,950.00
24	WD-375	348 MAIN AVE	CHRIS C RENIER	131300	131300	\$275.00
25	WD-389-4	556 MAIN AVE	CHRIST THE ROCK CHURCH INC	0	0	\$0.00
26	WD-389-3	550 MAIN AVE	CHRIST THE ROCK CHURCH INC	59600	59600	\$104.30
27	WD-389-5	0 FORT HOWARD AVE	CHRIST THE ROCK CHURCH INC	42200	42200	\$73.85
28	WD-1662	555 MAIN AVE 201	CHRISTOPHER D SAMP	216900	0	\$0.00
29	ED-969	108 N MICHIGAN ST	CLIFFORD U HANNON	195300	0	\$0.00
30	ED-1105	900 GEORGE ST	CLYDE B TETZLAFF	188100	188100	\$329.18
31	WD-918	355 MAIN AVE	CONNECTIVE PROPERTIES LLC	171700	171700	\$300.48
32	ED-1104	908 GEORGE ST	CRAIG R NELSON	181200	181200	\$317.10
33	ED-968-1	611 GEORGE ST	DANEN PROPERTIES LLC	105800	105800	\$185.15
34	ED-968-3	609 GEORGE ST	DANEN PROPERTIES LLC	246500	246500	\$431.38
35	ED-967	615 GEORGE ST	DANEN PROPERTIES LLC	160100	160100	\$280.18
36	WD-1654	555 MAIN AVE 109	DANIEL J PAGEL, ETAL	140500	0	\$0.00
37	WD-1659	555 MAIN AVE 114	DARVIN L ENDERSON	148900	0	\$0.00
38	WD-378	366 MAIN AVE	DAVID J MATYAS	196300	196300	\$343.53
39	ED-1048	820 GEORGE ST	DE PERE CHIROPRACTIC HOLDINGS LLC	306200	306200	\$535.85
40	ED-812	221 S BROADWAY ST	DE PERE REDEVELOPMENT AUTHORITY	0	0	\$0.00
41	WD-887	413 MAIN AVE	DEAN G RHODES	217800	217800	\$381.15
42	ED-966	623 GEORGE ST	DECLLENE ZELLNER INC	378000	378000	\$661.50
43	WD-404	101 FORT HOWARD AVE	DECLLENE ZELLNER LLC	299700	299700	\$524.48
44	WD-922	375 MAIN AVE	DENNIS M LARSON	216600	216600	\$379.05
45	WD-917-2	0 MAIN AVE	DEPERE CITY OF	0	0	\$0.00
46	WD-917-1	0 MAIN AVE	DEPERE CITY OF	0	0	\$0.00
47	WD-933	110 THIRD ST	DEPERE CITY OF	0	0	\$0.00
48	ED-862	421 CASS ST	DEPERE CITY OF	0	0	\$0.00
49	ED-864	321 N WISCONSIN ST	DEPERE CITY OF	0	0	\$0.00
50	ED-865-1	309 N WISCONSIN ST	DEPERE CITY OF	0	0	\$0.00
51	ED-867	303 N WISCONSIN ST	DEPERE CITY OF	0	0	\$0.00
52	ED-869-1	0 WILLIAM ST	DEPERE CITY OF	0	0	\$0.00
53	ED-851	134 N BROADWAY ST	DEPERE CITY OF	0	0	\$0.00
54	ED-835	127 N WISCONSIN ST	DEPERE CITY OF	0	0	\$0.00
55	ED-834	0 JAMES ST	DEPERE CITY OF	0	0	\$0.00
56	ED-769	123 N BROADWAY ST	DEPERE CITY OF	0	0	\$0.00
57	ED-833-1	0 GEORGE ST	DEPERE CITY OF	0	0	\$0.00
58	ED-799	0 CHARLES ST	DEPERE CITY OF	0	0	\$0.00
59	ED-719	0 FRONT ST	DEPERE CITY OF	0	0	\$0.00
60	ED-776	0 N BROADWAY ST	DEPERE CITY OF	0	0	\$0.00
61	ED-793	0 FRONT ST	DEPERE CITY OF	0	0	\$0.00
62	ED-796	0 FRONT ST	DEPERE CITY OF	0	0	\$0.00
63	ED-794	0 FRONT ST	DEPERE CITY OF	0	0	\$0.00
64	ED-788-1	0 S BROADWAY ST	DEPERE CITY OF	0	0	\$0.00
65	ED-881	0 N WISCONSIN ST	DEPERE CITY OF	0	0	\$0.00
66	ED-818	114 S WISCONSIN ST	DEPERE CITY OF MISSION SQUARE PARKING LOT	0	0	\$0.00
67	WD-928	340 REID ST	DEPERE CITY OF NICOLET SQUARE PARKING LOT	0	0	\$0.00
68	WD-926	340 REID ST BLK	DEPERE CITY OF NICOLET SQUARE PARKING LOT	0	0	\$0.00
69	ED-801	0 S BROADWAY ST	DEPERE CITY OF WELLS PARK	0	0	\$0.00
70	ED-287	230 S BROADWAY ST	DEPERE CITY OF WELLS PARK	0	0	\$0.00
71	ED-751	409 N BROADWAY ST	DEPERE HISTORICAL SOCIETY	0	0	\$0.00
72	ED-752	403 N BROADWAY ST	DEPERE HISTORICAL SOCIETY INC	0	0	\$0.00
73	ED-900	515 GEORGE ST	DEPERE LAW BUILDING LLC	542000	542000	\$948.50
74	ED-785	114 S BROADWAY ST	DEPERE RETRO LLC	565000	565000	\$988.75
75	WD-1661	555 MAIN AVE 116	DIANE K DICK	144800	0	\$0.00
76	WD-1672	555 MAIN AVE 212	DONNA J WAGNER	205100	0	\$0.00

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#	PARCEL ID	ADDRESS	PROPERTY OWNER	2019 ASSESSED VALUE	2019 BID VALUE	BID FINAL ASSESSMENT
77	WD-1660	555 MAIN AVE 115	DONNA T PASTERNAK	119300	0	\$0.00
78	WD-389-2	500 MAIN AVE	DUTCH BOYZ DE PERE LLC	1780000	1780000	\$1,950.00
79	WD-907	305 MAIN AVE	E SALES INC	195000	195000	\$341.25
80	WD-1666	555 MAIN AVE 205	EDWARD Y LIN	524700	0	\$0.00
81	WD-387	444 MAIN AVE	F & J PROPERTIES LLC	325700	325700	\$569.98
82	ED-837	115 N WISCONSIN ST	FIT FAMILY LLC	420000	420000	\$735.00
83	ED-836	117 N WISCONSIN ST	FIT FAMILY LLC	0	0	\$0.00
84	ED-1058	802 GEORGE ST	FLOUR CHILD LLC	328000	328000	\$574.00
85	WD-893	400 REID ST	GENCAP DE PERE 1 LLC	2733900	2733900	\$1,815.03
86	WD-287	400 MAIN AVE BLK	GENCAP DE PERE 1 LLC	47600	47600	\$31.60
87	WD-286	473 MAIN AVE	GENCAP DE PERE 1 LLC	47600	47600	\$31.60
88	WD-283	499 MAIN AVE	GENCAP DE PERE 1 LLC	60400	60400	\$40.10
89	WD-284	109 S FIFTH ST	GENCAP DE PERE 1 LLC	47700	47700	\$31.67
90	ED-798	302 GEORGE ST	GEORGE STREET STATION LLC	314300	0	\$0.00
91	ED-788	118 S BROADWAY ST	GEORGE STREET STATION LLC	154300	154300	\$270.03
92	ED-790	132 S BROADWAY ST	GEORGE STREET STATION LLC	517400	517400	\$905.45
93	ED-841	417 GEORGE ST	GET REEL ENTERTAINMENT LLC	227100	227100	\$397.43
94	WD-623	500 GRANT ST	GRANT STREET HOLDINGS LLC	600300	600300	\$1,050.53
95	ED-961	600 GEORGE ST	GREGORY J CORNELL	361200	361200	\$632.10
96	ED-823	150 S WISCONSIN ST	H&M LOMITA LLC	2491300	2491300	\$1,950.00
97	WD-367	300 MAIN AVE	HAWK HOLDINGS LLC	323400	323400	\$565.95
98	ED-766	233 N BROADWAY ST	HEARTLAND AFFORDABLE HOUSING DE PERE LLC	2437700	0	\$0.00
99	ED-1066	821 GEORGE ST	HIMAL LLC	393700	393700	\$688.98
100	ED-1065	109 N ERIE ST	HIMAL LLC	47400	47400	\$82.95
101	ED-828	111 S BROADWAY ST	HZ PROPERTIES LLC	169900	169900	\$297.33
102	WD-386	436 MAIN AVE	ISC PROPERTY LLC	337100	337100	\$589.93
103	ED-783	100 S BROADWAY ST	J & J ENTERPRISES OF DE PERE LLP	600000	600000	\$1,050.00
104	ED-784	106 S BROADWAY ST	J & J ENTERPRISES OF DE PERE LLP	210100	210100	\$367.68
105	WD-1649	555 MAIN AVE 104	JAMES F ROBINSON, ETAL	140500	0	\$0.00
106	WD-889	421 MAIN AVE	JAMES J KROPP	387600	387600	\$678.30
107	WD-387-1	0 MAIN AVE	JAMES J KROPP	70600	70600	\$123.55
108	WD-965	401 REID ST	JAYAMBAY LLC	581600	581600	\$1,017.80
109	ED-377	435 N BROADWAY ST	JCA INVESTMENTS LLC	20300	20300	\$35.53
110	ED-376	0 N BROADWAY ST	JCA INVESTMENTS LLC	300900	300900	\$526.58
111	ED-918	502 GEORGE ST	JDA ENTERPRISES OF WISCONSIN LLC	363700	363700	\$636.48
112	WD-1671	555 MAIN AVE 211	JOHN VANDEVEN	217700	0	\$0.00
113	WD-1668	555 MAIN AVE 208	JONATHAN P ANDERSON	181800	0	\$0.00
114	WD-1651	555 MAIN AVE 106	KARIE A VERBOOMEN	120000	0	\$0.00
115	WD-376	352 MAIN AVE	KEITH E GAROT	35900	35900	\$275.00
116	WD-888	417 MAIN AVE	KENNETH J MARTIN	138500	138500	\$275.00
117	ED-831	107 S BROADWAY ST	KEVIN J KRYSHAK	280000	280000	\$490.00
118	ED-949-1	614 GEORGE ST	KEVIN L CHARLES	181500	181500	\$317.63
119	ED-952-1	0 S SUPERIOR ST	KEVIN L CHARLES	8600	8600	\$15.05
120	WD-379	368 MAIN AVE	KEWEEANAW ENTERPRISES LLC	237900	237900	\$416.33
121	WD-910	321 MAIN AVE	KEY PROPERTY MANAGEMENT LLC	158500	158500	\$277.38
122	WD-1667	555 MAIN AVE 206	KHALED BOUBENDER	238500	0	\$0.00
123	WD-885	407 MAIN AVE	KIP A DETRY	141300	141300	\$247.28
124	WD-886	409 MAIN AVE	KIP A DETRY	138500	138500	\$242.38
125	ED-833	101 S BROADWAY ST	KORDES LLC	218900	218900	\$383.08
126	WD-1669	555 MAIN AVE 209	KRAUSE FAMILY REAL ESTATE HOLDINGS INC	232500	0	\$0.00
127	WD-1673	555 MAIN AVE 213	KYLE H VANDENHEUVEL	173000	0	\$0.00
128	ED-1103	115 S ERIE ST	LEDGE HEAVEN LLC	240400	240400	\$420.70
129	ED-850	124 N BROADWAY ST	LEE BUILDING CORP THE	1562700	1562700	\$1,498.24
130	ED-840	421 GEORGE ST	LEE BUILDING CORP THE	471200	471200	\$451.76
131	ED-778	100 FRONT ST	LEFEBVRE INVESTMENT CO LLC	1506600	0	\$0.00
132	ED-897	519 GEORGE ST	LFT INVESTMENTS LLC	295400	295400	\$516.95
133	WD-909	317 MAIN AVE	LIFE CHURCH GREEN BAY INC	254400	254400	\$445.20
134	ED-1095	914 GEORGE ST	LIGHTHOUSE LUBE REAL ESTATE LLC	313600	313600	\$548.80
135	WD-1674	555 MAIN AVE 214	LINDA L BOYWID, TRUSTEE	254600	0	\$0.00
136	WD-1652	555 MAIN AVE 107	LINDA L STEENO	122000	0	\$0.00
137	ED-901	106 N WISCONSIN ST	LKW HOLDINGS LLC	156700	156700	\$275.00
138	ED-1006	109 N HURON ST	LTF INVESTMENTS LLC	88700	88700	\$155.23
139	ED-1007	715 GEORGE ST	LTF INVESTMENTS LLC	54200	54200	\$94.85
140	ED-1008	705 GEORGE ST	LTF INVESTMENTS LLC	279700	279700	\$489.48
141	ED-1010	114 N SUPERIOR ST	LTF INVESTMENTS LLC	20100	20100	\$35.18
142	WD-930	330 REID ST	LUTSEY ENTERPRISES LLP	822900	822900	\$1,440.08
143	WD-915	345 MAIN AVE	MANNING RONALD G & MARY A PFUTZENREUTER JT REV	169800	169800	\$297.15
144	ED-775	107 N BROADWAY ST	MARC P BRUMMEL	226300	226300	\$396.03
145	WD-1656	555 MAIN AVE 111	MARTIN L VANDEVEN	125900	0	\$0.00
146	WD-1675	555 MAIN AVE 215	MATTHEW R CRULL	176000	0	\$0.00
147	ED-767-1	131 N BROADWAY ST	MC KIM T BOYD	102000	102000	\$275.00
148	ED-861	230 N BROADWAY ST	MEDICI ROSSMORE LLC	446500	446500	\$263.84
149	ED-875	230 N WISCONSIN ST	MEDICI ROSSMORE LLC	2853500	2853500	\$1,686.16
150	WD-1663	555 MAIN AVE 202	MELODY R GOTTOWSKI	211300	0	\$0.00
151	WD-1670	555 MAIN AVE 210	MERVYN G LALLY	238500	0	\$0.00
152	WD-913	337 MAIN AVE	MIRHASHEMI INC	259200	259200	\$453.60

#	PARCEL ID	ADDRESS	PROPERTY OWNER	2019 ASSESSED VALUE	2019 BID VALUE	BID FINAL ASSESSMENT
153	WD-925	115 FOURTH ST	MISHLER LONNIE L & CAROL J REVOCABLE TRUST	425200	425200	\$744.10
154	WD-306	525 REID ST	N E W DEVELOPERS LLC	432000	432000	\$756.00
155	WD-912	331 MAIN AVE	NICK BROTHERS PARTNERSHIP	311600	311600	\$545.30
156	WD-310	430 GRANT ST	NICOLET HIGHLANDS LLC	5899400	0	\$0.00
157	ED-960	610 GEORGE ST	NIP IT LLC	142400	142400	\$275.00
158	ED-869	302 N BROADWAY ST	NORTHERN GAS LLC	366100	366100	\$640.68
159	WD-380	380 MAIN AVE	OLD NELL PROPERTIES LLC	404800	404800	\$708.40
160	ED-916	119 S WISCONSIN ST	PALS RENTALS LLC	126700	126700	\$275.00
161	WD-295	444 REID ST	PARK PLACE HOLDINGS REID STREET LLC	1900000	1900000	\$1,950.00
162	WD-1665	555 MAIN AVE 204	PATRICK J DUCHATEAU	140500	0	\$0.00
163	WD-1648	555 MAIN AVE 103	PAUL A SULLIVAN	140500	0	\$0.00
164	ED-880	320 N WISCONSIN ST	PAUL D ALGREM	488400	488400	\$854.70
165	WD-374	342 MAIN AVE	PAUL H WILLEMS	97800	97800	\$275.00
166	WD-377	360 MAIN AVE	PEDS LLC	18000	18000	\$275.00
167	WD-890-1	441 MAIN AVE	PEOPLES MARINE BANK OF GREEN BAY	200	200	\$0.35
168	WD-288	441 MAIN AVE	PEOPLES MARINE BANK OF GREEN BAY	1020500	1020500	\$1,785.88
169	WD-906	301 MAIN AVE	PHE WI LLC	415100	415100	\$726.43
170	WD-1650	555 MAIN AVE 105	RACHEL MUHS	161400	0	\$0.00
171	WD-403	103 N SIXTH ST	RALPH E SANDERS	346700	346700	\$606.73
172	WD-955	303 REID ST	REID STREET RETAIL LLC	1180000	1180000	\$1,950.00
173	WD-373	338 MAIN AVE	RICK J HERYMAN	142300	142300	\$275.00
174	ED-660	1002 GEORGE ST	ROBERT L VANDEURZEN	158200	158200	\$276.85
175	ED-1094	920 GEORGE ST	ROBERT VANDEURZEN	100200	0	\$0.00
176	WD-1653	555 MAIN AVE 108	RONALD J WATERMOLEN	129600	0	\$0.00
177	ED-949	620 GEORGE ST	ROYLE PROPERTIES LLC	441000	441000	\$771.75
178	ED-432	432 N WISCONSIN ST	RYAN D PICHLER	249000	0	\$0.00
179	ED-914	135 S WISCONSIN ST	SAINT FRANCIS XAVIER CONGREGATION	0	0	\$0.00
180	WD-216	300 GRANT ST	SAINT NORBERT COLLEGE INC	3819600	3819600	\$1,950.00
181	WD-634-2	400 GRANT ST	SAINT NORBERT COLLEGE INC	0	0	\$0.00
182	WD-634	0 GRANT ST	SAINT NORBERT COLLEGE INC	0	0	\$0.00
183	WD-917	353 MAIN AVE	SAKS HOLDINGS LLC	275000	275000	\$288.28
184	WD-923	377 MAIN AVE	SAKS HOLDINGS LLC	287400	287400	\$301.27
185	ED-774	109 N BROADWAY ST	SAKS HOLDINGS LLC	285200	285200	\$298.97
186	ED-772	115 N BROADWAY ST	SAKS HOLDINGS LLC	166700	166700	\$174.75
187	ED-826	123 S BROADWAY ST	SAKS HOLDINGS LLC	196900	196900	\$206.41
188	WD-920	365 MAIN AVE	SAKS HOLDINGS LLC	649000	649000	\$680.33
189	WD-884	401 MAIN AVE	SCHLEIS PROPERTIES LLC	472000	472000	\$826.00
190	WD-381	400 MAIN AVE	SECOR JEROME J REVOCABLE TRUST	283800	283800	\$496.65
191	ED-848	116 N BROADWAY ST	SERA K PROPERTIES LLC	325600	325600	\$569.80
192	ED-917	115 S WISCONSIN ST	SEROOGY BROTHERS LLP	251700	251700	\$372.68
193	ED-893	144 N WISCONSIN ST	SEROOGY BROTHERS LLP	1065300	1065300	\$1,577.32
194	WD-388	486 MAIN AVE	SMOOTH MONEY OF DE PERE LLC	390200	390200	\$682.85
195	ED-878	310 N WISCONSIN ST	SRK REALTY GROUP LLC	1159700	1159700	\$1,950.00
196	WD-371	330 MAIN AVE	STAGECOACH ENTERPRISES LLC	181400	181400	\$317.45
197	ED-847	112 N BROADWAY ST	STARRY DEVELOPMENT LLC	320100	320100	\$560.18
198	ED-915	127 S WISCONSIN ST	STECK LLC	302600	0	\$0.00
199	WD-1646	555 MAIN AVE 101	STEVEN T FINLAY	133300	0	\$0.00
200	ED-1088	921 GEORGE ST	SUMMERLEIGH ASSOCIATES INC	274000	274000	\$479.50
201	WD-1657	555 MAIN AVE 112	SUSANA MINTEN	119600	0	\$0.00
202	WD-369	320 MAIN AVE	THE CONNECTIVE LLC	657700	657700	\$1,150.98
203	WD-911	327 MAIN AVE	TILKENS HOLDINGS LLC	394300	394300	\$690.03
204	WD-1658	555 MAIN AVE 113	TIMOTHY LINDERS	116300	0	\$0.00
205	WD-961	325 REID ST	TWEET BROTHERS RENTAL PARTNERSHIP	3510000	3510000	\$1,950.00
206	ED-857	200 N BROADWAY ST	UNION HOTEL CORP	379400	379400	\$663.95
207	ED-968-2	609 GEORGE ST RR	VANEGEREN MARSHA REVOCABLE LIVING TRUST	400	400	\$275.00
208	ED-432-1	340 N WISCONSIN ST	VOYAGEUR OFFICE & SUITES LLC	500100	500100	\$875.18
209	ED-842	415 GEORGE ST	WADE CONARD	244700	244700	\$428.23
210	WD-1664	555 MAIN AVE 203	WARREN J HAGANES	140500	0	\$0.00
211	WD-1676	555 MAIN AVE 216	WAYNE E MILLER	185600	0	\$0.00
212	ED-970	114 N MICHIGAN ST	WILDROOT LLC	172600	172600	\$302.05
213	ED-737	0 FRONT ST	WISCONSIN DEPT OF NATURAL RESOURCES	0	0	\$0.00
214	ED-80-3	0 S BROADWAY ST	WISCONSIN DEPT OF NATURAL RESOURCES	0	0	\$0.00
215	ED-957	121 S MICHIGAN ST	WISCONSIN DEPT OF TELEPHONE CO	0	0	\$0.00
216	WD-404-2	0 MAIN AVE	WISCONSIN DEPT OF TRANSPORTATION	0	0	\$0.00
217	ED-870	314 N BROADWAY ST	WITZYTOO HOLDINGS LLC	61000	61000	\$106.75
218	ED-871	330 N BROADWAY ST	WITZYTOO HOLDINGS LLC	905800	905800	\$1,585.15
219	ED-829	115 S BROADWAY ST	ZOELLER THOMAS G REVOCABLE TRUST	292700	292700	\$512.23
Total				\$84,599,800	\$68,116,300	\$86,768.38

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.

Copied from: <https://docs.legis.wisconsin.gov/statutes/statutes/66/XI/1109/1/b> (accessed July 16, 2019)

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. All members shall have the right to vote on any issue that is placed before the members by the Board of Directors.

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 Board of Directors 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 chairman of the Board of Directors.

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.

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 members necessary to attend any meeting by a majority vote of the active members present.

ARTICLE III **BOARD OF DIRECTORS**

Section 1. Federal Requirement. BID district members can recommend future board members to the BID Board. The BID Board will provide the recommended nominations to the Mayor. The Mayor appoints members from these nominations to the BID Board. The BID Board includes a representative of the Mayor or Council. State law requires that the BID Board be composed of at least 4 members and the majority of the BID Board members be owners or occupants of property within the District. Appointments must be made by the Mayor and confirmed by the City Council.

Section 2. Responsibilities. The BID Board's primary responsibility will be contracting for implementation of the current year's DBI Operating Plan, contracting for preparation of an annual report and audit of the District, annually considering and making changes to this DBI Operating Plan and submitting the DBI Operating Plan for the following year to the Common Council of the City of De Pere for approval, and all other powers granted in this DBI Operating Plan and Bylaws. This will require the BID Board to negotiate with providers of services (primarily to Definitely De Pere) and materials to carry out the DBI Operating Plan; to enter into various contracts; to monitor development activity; and to ensure the District's compliance with the provisions of applicable statutes and regulations.

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

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

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

Section 4. BID Board Term. Appointments to the BID Board shall be for a period of 3 years, except that initially 3 members are appointed for a period of 3 years, 2 members shall be appointed for 2 years, and 2 members shall be appointed for 1 year, each term ending on December 31 of the applicable year. The BID Board may remove, by majority vote, a BID Board member who is absent from more than 3 meetings, without valid excuse. Any BID Board vacancy (except the Mayor's or City 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. Meetings will be posted on the City of De Pere's website. Minutes will be recorded and submitted to the City 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 public records requirements. Records of the BID Board will be kept at the De Pere City Hall.

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

Section 9. Officers. The BID Board shall appoint a Chairman, 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 purposes authorized by the full BID Board.

Section 10. Quorum. At all meetings of the BID Board, a majority of the voting members thereof shall constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of the BID Board, the Directors present may adjourn and reschedule the meeting until a quorum shall be present.

Section 11. Consent. Any action required or permitted to be taken at any meeting of the BID Board of Directors may be taken without a meeting, if all members of the BID Board consent hereto in writing, setting forth the action taken, and the writing or writings are filed with the minutes of the proceedings. Such consent shall have the same force and effect as unanimous vote of the BID Board.

Section 12. 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 Definitely De Pere, to carry out the DBI 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 DBI 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 Definitely De Pere, many of its duties and responsibilities while retaining the overall authority and responsibility for such drafting and implementation of the DBI Operating Plan.

Section 13. BID Board Authority. The BID Board of Directors shall be required to conform to the DBI Operating Plan presented to and approved by the De Pere Common Council each year and shall be subject to the Wisconsin Statutes 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 District BID shall consist of a Chairman, a Secretary, and a Treasurer and such other officers and assistant officers as may be deemed necessary.

Section 2. Election. Officers shall be BID Board members and staff 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 of Directors.

- A. Chairman. The Chairman shall preside at all business meetings, but may at his or her discretion or at the suggestion of the Directors arrange for another officer to preside at other meetings. The Chairman shall perform such duties as are usually incumbent upon that officer, such duties as may be directed by resolution of the Board of Directors.

- B. Secretary. The Secretary shall record and maintain in good order all minutes of all meetings and all records and correspondence of the District BID, 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 membership or the Board of Directors.
- C. Treasurer. The Treasurer shall maintain in good order all financial records of the District BID. The Treasurer shall also have such other duties as may be assigned by the membership Board of Directors.
- D. Temporary Officers. In case of absence or disability of any officer and of any person authorized to perform duties in his or her place during such periods of absence or disability, the Chairman may from time to time delegate the powers and duties of such officer to any other officer or any other member.

ARTICLE VI FINANCES

Section 1. Authority. Except as the Board of Directors 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 any of the three 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 Board of Directors may select.

Section 3. Funding Services. The Board of Directors 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 Board of Directors, shall have the power to alter, amend, or repeal the Bylaws or adopt new Bylaws.

Section 2. Process. The BID 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 DBI Operating Plan.

Adopted by BID Board on: September 20, 2019

Adopted by City of De Pere Common Council on: Anticipated October 1, 2019



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 1, 2019

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Recommendation from the License Committee for a temporary premises description change submitted by C&C Pub and Grill.

ATTACHMENTS:

- C&C Pub and Grell Premise Description Change (PDF)

Temporary Premise Description Change

1.9.a

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 2/1/19 ending: 6/30/20
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of DE PERE

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

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

Applicant's Wisconsin Seller's Permit Number <u>456-1023823988-03</u>	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$ <u>0</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Cornell, Gregory J & Vieau, Jacob P.

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>CORNECC</u>	(First) <u>GREGORY</u>	(Middle Name) <u>J</u>	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>VIEAU</u>	(First) <u>JACOB</u>	(Middle Name) <u>P</u>	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name C & C PUB & GAILL Business Phone Number 920-425-4948
2. Address of Premises 600 GEORGIE ST Post Office & Zip Code 54115

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

PRIVATE PROPEARTY PARKING LOT THAT IS
BOARDED ON ALL SIDES AND OWNED BY
GREGG CORNECC AT 600 GEORGIE ST.

See attached map For October 12, 2019 & October 19, 2019
(rain date)

4. Legal description (omit if street address is given above): _____
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☐ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☐ Yes ☐ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) CORNELL GREGORY J	Title/Member OWNER	Date 9/25/19
Signature <i>[Signature]</i>	Phone Number 940-641-7601	Email Address CHEFGC@ATT-NEI

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 9-25-19	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

<Title>



DE PERE



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

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010

The highlighted areas will be roped off during the event.

09/23/2010
Scale 1/480

Attachment: C&C Pub and Grell Premise Description Change (9803 : Application for a temporary premises description change submitted by



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 1, 2019

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #19-110 Authorizing Intergovernmental Cooperation Agreement Between the Town of Lawrence and the City of De Pere Regarding Non-resident Fees Imposed for Participation in the De Pere Rapides Youth Soccer Program.

The Board of Park Commissioners, at the September 19, 2019 meeting, approved the request from De Pere Rapides to waive the non-resident fees for the Town of Lawrence residents, retroactive to 2019. The motion passed with a vote of 5-1, with Alderperson Raasch voting nay.

ATTACHMENTS:

- Reso19-110 (DOCX)
- Exhibit A - Intergovernmental Agreement (Lawrence)-Youth Soccer Fees-9-20-19-128-001-19 (PDF)
- Lawrence NR Waiver (PDF)

RESOLUTION #19-110

**AUTHORIZING INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
THE TOWN OF LAWRENCE AND THE CITY OF DE PERE
REGARDING NON-RESIDENT FEES IMPOSED FOR PARTICIPATION
IN THE DE PERE RAPIDES YOUTH SOCCER PROGRAM**

WHEREAS, De Pere has charged non-resident fees to participants of youth sports organizations that are either sponsored by De Pere or that utilize city owned and developed sports facilities; and

WHEREAS, Lawrence has developed soccer facilities within its corporate limits that are proportionately, considering population, comparable in size and number to the soccer facilities within the corporate limits of De Pere; and

WHEREAS, in recognition of this “soccer facility proportionality,” De Pere and its Board of Park Commissioners believe it fair and of benefit to both municipalities and their youth to waive such non-resident user fees for Lawrence youth who participate in the De Pere Rapides Youth Soccer Program (DPRYS Program); and

WHEREAS, Lawrence and De Pere wish to cooperate in support of the young people of both communities with regard to their participation in the DPRYS Program; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the attached Intergovernmental Cooperation Agreement Between the Town of Lawrence and the City of De Pere Regarding Non-Resident Fees

Resolution #19-110
Page 2 of 2

Imposed for Participation in the De Pere Rapides Youth Soccer Program,
incorporated herein as Exhibit A.

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 1st day
of October, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
THE TOWN OF LAWRENCE AND THE CITY OF DE PERE
REGARDING NON-RESIDENT FEES IMPOSED FOR PARTICIPATION
IN THE DE PERE RAPIDES YOUTH SOCCER PROGRAM**

THIS AGREEMENT, by and between Town of Lawrence ("Lawrence") a Wisconsin body corporate and politic existing and operating pursuant to Wis. Stats. Chapter 60, and the City of De Pere ("De Pere"), a Wisconsin municipal corporation, existing and operating pursuant to Wis. Stats. Chapter 62, is entered into as of the last date of execution below.

WITNESSETH:

WHEREAS, Wis. Stats. §66.0301 authorizes local governments including Lawrence and De Pere to enter into cooperative agreements for the joint exercise of any power or duty required or authorized by law and is to be liberally construed in favor of cooperative action between local governments; and

WHEREAS, De Pere has charged non-resident fees to participants of youth sports organizations that are either sponsored by De Pere or that utilize city owned and developed sports facilities; and

WHEREAS, Lawrence has developed soccer facilities within its corporate limits that are proportionately, considering population, comparable in size and number to the soccer facilities within the corporate limits of De Pere; and

WHEREAS, in recognition of this "soccer facility proportionality," De Pere and its Board of Park Commissioners believe it fair and of benefit to both municipalities and their youth to waive such non-resident user fees for Lawrence youth who participate in the De Pere Rapides Youth Soccer Program (DPRYS Program); and

WHEREAS, Lawrence and De Pere wish to cooperate in support of the young people of both communities with regard to their participation in the DPRYS Program.

NOW, THEREFORE, IT IS AGREED, by and between the parties as follows:

1. Both Parties shall waive non-resident fees of their respective communities for registration or participation in any DPRYS Program activity.
2. Both Parties agree to accommodate any reasonable requests to have staff representatives of each Party to meet as necessary to discuss any concerns regarding the operation of this Agreement or any other issues that relate to the Parties' cooperative support of the DPRYS Program and agree to cooperate in good faith to approve any amendments to this Agreement as may be necessary to further its intended purpose.

3. This Agreement shall apply to the calendar year 2019 and shall automatically renew as of January 1 of each subsequent year unless and until one party provides thirty (30) days' written notice prior to January 1 of its intent to withdraw from this Agreement. Should either party not maintain a population-based proportionally equivalent number of soccer fields as compared to the other, this Agreement may be terminated by the other party upon thirty (30) days' written notice.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement.

TOWN OF LAWRENCE

By:

Dr. Lanny Tibaldo, Town Board Chairperson

Date: _____

ATTEST:

Cindy Kochen, Town Clerk/Administrator

Date: _____

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Date: _____

ATTEST:

Carey E. Danen, City Clerk

Date: _____



P.O. 5033
De Pere, WI 54115
www.dprys.org

September 10, 2019

BOARD OF PARK COMMISSIONERS
CITY OF DE PERE
335 S BROADWAY
DE PERE, WI 54115

RE: NON RESIDENT WAIVER REQUEST

Dear Board Members:

Please accept this letter as a request to be placed on the agenda of your September meeting to discuss the non-resident fees for the De Pere Rapides Youth Soccer Club (DPYRS) members that reside in the Town of Lawrence.

This past season DRPYS had a total of 1,564 participants in our program. The participants reside in a number of communities within southern Brown County as our district boundary covers De Pere, West De Pere, and Wrightstown School Districts. Our soccer fields are located within the following communities: The City of De Pere, the Town of Ledgeview, the Town of Lawrence, and the Village of Wrightstown. It is my understanding that currently DPRYS participants from the Town of Ledgeview have a non-resident waiver as they reside in communities that provide soccer fields for our club's use. Whereas the Wrightstown school district participants are excluded from the De Pere non-resident requirement as this division is separate from the rest of the DPRYS and all of their home games are played at Wrightstown High School. Over the past couple of years we have added fields in the Town of Lawrence and have been working with them on a location to add even more fields. On page 2 of this request you will find a breakdown that shows the proportional number of fields to the proportional number of players for De Pere, Ledgeview, and Lawrence. Based on the information provided, we are asking the Board to grant a waiver to the Town of Lawrence to participants for the non-resident fee. We ask that this waiver be retroactive to include the 2019 season.

Sincerely,

DE PERE RAPIDES YOUTH SOCCER CLUB

Jim Westerman, President

cc: DPRYS Board



The table below shows the relationship of the number of players from that particular community to the total number of players within the De Pere division. There were a total of 1,324 players with the De Pere Division. (1564 minus 240 players in the Wrightstown Division) The table also shows the relationship between the total number of fields used within the De Pere Division and the number of fields within each community.

Community	Number of Players	% of Players	Number of Fields	% of Fields
De Pere	619/1324	46.8%	10/19	52.6%
Ledgeview	237/1324	17.9%	4/19	21.1%
Lawrence	167/1324	12.6%	3/19	15.8%

As you can see the table demonstrates that proportionally each of these communities provides their fair share of fields based on the number of players participating.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 1, 2019

DEPARTMENT: Planning

FROM: Peter Schleinz

SUBJECT: Resolution #19-111 Authorizing Farm Lease (67 acres along American Boulevard).

Sixty Seven acres of undeveloped City owned land has become available for lease for agricultural purposes, located on De Pere's west side. A previous lease agreement terminated in the summer of 2019, and Mr. Clint Bodart has expressed an interest in taking over the lease. The attached documentation provides for a lease through 2024, with the potential for extension through 2026.

ATTACHMENTS:

- Reso19-111 (DOCX)
- Farm Lease -Bodart-9-19-19-145-001-19 (PDF)
- Exhibit A - Bodart (PDF)

RESOLUTION #19-111

AUTHORIZING FARM LEASE

WHEREAS, the City has real property available for lease in the West Industrial Park for general farming purposes; and

WHEREAS, Clint Bodart wishes to lease approximately 67± acres of such real property subject to the terms and conditions of the Farm Lease attached hereto.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the attached Farm Lease (67 acres along American Boulevard).

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees 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 1st day of October, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-111 (8793 : Resolution #19-111 Authorizing Farm Lease (67 acres along American Boulevard).)

FARM LEASE
(67 acres along American Boulevard)

THIS LEASE is made and entered into as of this _____ day of _____, 2019 by and between the City of De Pere, Wisconsin, a municipal corporation ("Lessor"), and Clint Bodart, an individual ("Lessee").

1. Leased Premises. Lessor does hereby lease to Lessee the following described real property comprising a total of 67± acres in the City of De Pere, Brown County, Wisconsin, to-wit:

WD-L179-8	WD-1624	WD-1138-1
WD-1620	WD-1625	WD-L492-B
WD-1621	WD-1626	WD-L492-2
WD-1623	WD-1138	

A map showing said parcels is attached and incorporated as Exhibit A.

2. Term. This lease shall be for a term of five (5) years and three (3) months, commencing as of October 1, 2019 and terminating on December 31, 2024. In addition, Lessee shall have the option to extend such lease for an additional two (2) year period upon the same terms and conditions of this lease. Lessee shall provide Lessor written notice of the exercise of this option at least six (6) months (on or before July 1, 2024) before the expiration of the lease. Failure to provide Lessor with written notice of the exercise of the option shall operate to forfeit all rights, title and interest of Lessee in the option.

3. Early Termination. In the event that Lessor sells or otherwise determines a need for any portion of the property which is the subject of this lease during the lease term, then Lessor may, at its sole option, terminate and cancel this lease or any portion thereof by giving a thirty (30) day notice to Lessee, who shall thereupon vacate the premises in accordance with the

terms of such notice. Lessee may terminate this lease at any time by giving Lessor six (6) months' notice of such termination.

4. Effect of Early Termination. In the event any part of this lease is terminated by Lessor as provided in paragraph 3, above, Lessor shall be responsible for and reimburse Lessee for damages suffered by Lessee, including the reasonable value of crops damaged or unable to be harvested as a result of said termination, not to exceed any rents paid by Lessee. In the event this lease is terminated by Lessee, Lessee shall forfeit any and all claim(s) of any nature whatsoever for any work performed, materials or supplies, including seed provided, or any other cost which Lessee may have incurred.

5. Obligations of Lessee. Lessee shall use said property for general farming purposes and shall care for the same according to standard industry practices and shall mow all land not seeded or planted for the following crop season. Lessee warrants herein not to use any herbicide/fertilizer/pesticide which may prevent for any period of time residential grass growth on any lands leased hereunder unless authorized in writing by the City Administrator.

Additionally, Lessee acknowledges that there exist lot line pipes identifying the lot parameters of certain lots subject to this lease, which, if damaged or destroyed, would result in considerable inconvenience and expense to Lessor. Therefore, Lessee agrees to indemnify and hold harmless Lessor for any and all costs associated with damage to such lot line pipes during the term of this lease.

6. Sublease. Should Lessee desire to sublease or assign such property to any other person or entity, prior written approval of Lessor shall be obtained by Lessee, which approval shall not be unreasonably withheld.

7. Rent. For 2020, Lessee shall pay rent to Lessor in the amount of \$92.19/acre for a total annual rent of \$6,176.92. The annual rent shall be increased by an amount equal to the previous year's rent times the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, for the previous year. Lessor shall inform the Lessee in writing of the amount of increase in rent by December 15 of the year preceding the CPI-U rent increase. No rent shall be due for the months of October, November and December 2019.

8. Payment of Rent. Rent shall be paid in advance, in two equal payments. The first payment shall be made on or before January 1st of each year of the lease with the second payment on or before July 1st of each year of the lease.

9. Hold Harmless and Certificate of Insurance. Lessee shall save and hold harmless Lessor from any and all claims, actions, or liability for any injury or damage to property or persons occurring on or about the premises demised hereunder where such injury or damage has arisen out of Lessee's action or inaction or that of Lessee's agents, contractors, or employees. This hold harmless clause is intended to protect Lessor from any and all claims and actions for injury or damage to the fullest extent provided by law, including payment for actual attorney fees reasonably incurred as a result of any such claim. To ensure Lessee's ability to perform under this provision, Lessee shall provide a certificate of general liability insurance in an amount of not less than One Million Dollars, naming Lessor as an additional insured as a term and condition of this lease. Lessee shall provide City with an additional insured endorsement or policy language evidencing the additional insured coverage.

10. Notice. Notice required or permitted hereunder shall be sent via U.S. Mail, 1st Class, postage prepaid to the following:

Farm Lease – Clint Bodart
Page 3 of 5

If to Lessor:

City Clerk-Treasurer
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

If to Lessee:

Mr. Clint Bodart
W1562 Henn Lane Road
Seymour, WI 54165

11. Lessee Responsibilities. Lessee promises and agrees to pay the rent as provided herein. Lessee further agrees to quit and deliver the premises to Lessor peacefully and quietly at the end of the term of this lease and to keep the same in good repair as the same are in at the commencement of the term of the lease. Lessee agrees to use and improve said premises using standard industry practices and to provide Lessor access to view the premises at all reasonable times.

12. If either party breaches or fails to perform any requirement or obligation under this Agreement, the non-breaching party shall provide written notice thereof to the breaching party. If the breach is not cured within twenty (20) calendar days of said notice, the other party is entitled to terminate this Agreement.

If Lessee is in breach of this Agreement for non-payment of rent or for subletting or assigning the Lease without written consent of Lessor, and fails to cure such breach within the 20 day cure period, Lessor may enter upon the Leased premises and summarily evict or expel Lessee or its assigns from the premises. Lessee shall remain liable for any rent due under the lease when due and unpaid. Lessor shall not be responsible for any crop loss or damage under Paragraph 4 in these circumstances.

13. The covenants herein contained shall bind the parties mutually and their respective heirs, personal representatives, administrators, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed personally or by their duly authorized officers and their seals affixed hereto on the day and year first written above.

LESSEE

CITY OF DE PERE

Clint Bodart

Michael J. Walsh, Mayor

Carey E. Danen, City Clerk

J:\Law\Leases\2019\Farm Lease-Bodart-9-20-145-001-19.docx



Attachment: Exhibit A - Bodart (8793 : Resolution #19-111 Authorizing Farm Lease (67 acres along American Boulevard).)

2019 Farm Lease Map

67 Acres

Exhibit A

Legend
Tax Parcels
Lease Areas



0 380 760 Feet

City of De Pere



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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 1, 2019

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #19-112 Authorizing Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and American Boulevard Properties LLC (American Boulevard - Parcel WD-1137-2).

At their meeting on September 10, 2019, the Finance/Personnel Committee voted 5-0 to approve purchase/sale agreement terms for Parcel WD-1137-2. The City has drafted the attached purchase/sale agreement that reflects those terms.

The Plan Commission approved a site plan for the project at their meeting on September 23, 2019.

ATTACHMENTS:

- Reso19-112 (DOCX)
- Sale-Purchase Agreement-Amer Blvd PropertiesFinal9-25-19-195-001-19 (PDF)
- Exhibit A-American Boulevard Properties (PDF)
- Exhibit B-American Boulevard Properties (PDF)
- Exhibit C-American Boulevard Properties (PDF)
- WD 1137-2 Term Memo FP 9-10-19 (PDF)

RESOLUTION #19-112

AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE
OF BUSINESS PARK PROPERTY BETWEEN THE CITY OF DE PERE
AND AMERICAN BOUVELARD PROPERTIES LLC
(American Boulevard – WD-1137-2)

WHEREAS, City owns certain Business Park property within its corporate limits known as the West Industrial Park and wishes to develop a portion of this Business Park; and

WHEREAS, American Boulevard Properties LLC (“Developer”) desires to enter into an agreement to purchase a 4.0 acre parcel of property for the purpose of constructing a 45,000 square foot manufacturing facility thereon (“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 12 (the “District”) and adopted a Project Plan (the “Project Plan”) for the District authorizing the expenditure of funds for the benefit of industrial and other development within the District; and

WHEREAS, Developer’s intended Development Project is consistent with the Project Plan for the District and will be beneficial to the City; and

WHEREAS, Developer’s ability to commence the Development Project is contingent upon the City providing financial and other assistance to Developer per the terms set forth in the attached Agreement Regarding the Sale and Purchase of Certain Business Park Property; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; and

Resolution #19-112
Page 2 of 2

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and American Boulevard Properties LLC as is attached hereto and incorporated by reference as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees 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 1st day of October, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**AGREEMENT REGARDING THE SALE AND PURCHASE OF
BUSINESS PARK PROPERTY BETWEEN THE
CITY OF DE PERE AND AMERICAN BOULEVARD PROPERTIES LLC**
[American Boulevard (WD-1137-2)]

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and American Boulevard Properties LLC, a Wisconsin limited liability company (“Developer”).

RECITATIONS

WHEREAS, City owns certain Business Park property within its corporate limits and wishes to develop a portion of this Business Park; and

WHEREAS, Developer desires to enter into an agreement to purchase the real property known as Parcel WD-1137-2, a 4.0 acre parcel, for the purpose of constructing an approximate 45,000 square foot manufacturing/warehouse facility thereon; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 12 (TID #12 or District) as and for the benefit of industrial and other development within the District; and

WHEREAS, Developer’s intended development is consistent with the Project Plan for TID #12 and will be beneficial to the City; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, site assembly and project cost reimbursement grant incentives, when made pursuant to a signed development agreement; and

WHEREAS, Developer’s ability to develop the building for manufacturing/warehousing use is contingent upon City providing financial and other assistance to Developer on the terms set forth in this Agreement; and

WHEREAS, City desires to provide such financial assistance and to promote this development.

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

I. DEFINITIONS

- A. Assessed Value** means the value placed upon the Building Development by the city assessor under Chapter 70, Wisconsin Statutes, which is estimated to be two-million five hundred thousand and no/100 dollars (\$2,500,000.00).
- B. Building Development** means the real estate and building improvements contemplated by the Parties as approved by the City Plan Commission on the Subject Property. Building Development and Subject Property can be/are used interchangeably after the certificate of occupancy is issued by the Building Inspection Department.
- C. Certificate of Occupancy** means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.
- D. District and/or TID #12** means City of De Pere Tax Increment Financing District No. 12. TID #12 is statutorily scheduled to close as of December 31, 2034.
- E. Guaranteed Value** means two million five-hundred thousand and no/100 dollars (\$2,500,000.00).
- F. PILOT** means payment in lieu of tax, which is calculated pursuant to Section V.C. of this Agreement.

G. Project means the building improvement, which together with the real estate, comprise the Building Development.

H. Project Reimbursement Grant means the Site Assembly and Project Cost Grants described in Section VI.A.

I. Subject Property means the real property described in Section II.

J. Substantially Complete means that a certificate of occupancy for the Project has been issued.

II. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City agrees to sell, the 4.0 acre parcel of real estate legally described as:

Lot 2, Volume 57 Certified Survey Maps, Page 249, Map No. 8234, as Document No. 2583253, being part of Lot One Hundred Seven (107), according to the recorded Plat of Williams Grant, in the City of De Pere, West side of Fox River, Brown County, Wisconsin

such property being shown on the attached Exhibit A and identified in this Agreement as the "Subject Parcel."

A. Purchase Price. The purchase price for the Subject Parcel shall be forty-thousand and no/100 dollars (\$40,000.00) per acre, plus each fraction thereof, less a twelve thousand and no/100 dollars (\$12,000.00) credit for previous option fees paid, for a total purchase price of one hundred forty-eight thousand and no/100 dollars [\$160,000.00 - \$12,000.00 = \$148,000.00].

B. Municipal Improvements and Utilities. The purchase price for the Subject Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer [five (5) year event maximum discharge], sanitary sewer, municipal water, and by the following private utility improvements: electric and natural

gas services. Said municipal improvements are available and located in American Boulevard right-of-way adjacent to and abutting the Subject Parcel as follows:

- Water main is located along the American Boulevard property line of the Subject Parcel;
- Sanitary sewer is located in the SE corner of the intersection of American Boulevard and Biotech Way; and
- Storm Sewer is located in the SW corner of the intersection of American Boulevard and Biotech Way, adjacent to the SE corner of the Subject Parcel, and along the rear property line of the Subject Parcel.

The purchase price is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Parcel.

III. CLOSING PROCEDURE. Closing shall take place on or before October 16, 2019, unless the Parties agree otherwise, at a location to be agreed upon by the Parties. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

A. Evidence of Title/Title Defects. City shall, at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least ten (10) calendar days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior

to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

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

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

1. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the property.
2. Easements of record, provided the same do not restrict or interfere with the intended use of the property.
3. Obligations contained in this Agreement.

D. Access Prior to Closing. City shall permit Developer access to the Subject Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

E. Cross Access Easement Agreement with Parcel WD-1137-1.

Developer shall enter into a Cross Access Easement Agreement upon terms and conditions substantially similar to the attached Exhibit B with the Owner of Parcel WD-1137-1 (2260 American Boulevard), which shall be recorded with the Brown County Register of Deeds contemporaneously with the recording of the deed transferring Parcel WD-1137-2 to Developer. Developer shall provide City with a copy of such Cross Access Easement Agreement at least two (2) business days prior to closing for its review and approval, which approval shall be a condition precedent to closing.

IV. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

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

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

- (a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.
- (b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

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

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

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

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

2. **Release of Hazardous Substances.** To the best of its knowledge, City is of the belief that there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the property subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C. 9601, et seq., or subject to any action that may make the buyer liable in tort under common law, public, or private nuisance action. This representation is made subject to further inquiry referenced as a Phase I Environmental Study, above.

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

4. **Compliance with federal, state, or local environmental laws.**

The current use of the Subject Parcel is fully in compliance with all federal, state, county, and municipal laws and regulations.

B. Flood plain or wetlands. The City has not obtained, and under this Agreement is not required to obtain, a shoreland-wetland delineation study for the Subject Parcel and makes no representations regarding wetlands and the Subject Parcel. The Subject Parcel is not currently identified as flood plain under Chapter 15 De Pere Municipal Code.

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

V. DEVELOPER OBLIGATIONS

A. Construction

1. **Site Plan.** Developer received contingent approval of its site plan for the Project by the City Plan Commission on September 23, 2019. The project shall be constructed in compliance with all City codes, including the City's Building Code and the City's Planning and Development Standards for the Business Park and conditions /requirements of the City Plan Commission. If the provisions of this paragraph are not complied with, the City may proceed as provided in Section V.A.3. below. A copy of the approved site plan, together with any conditions of approval is attached and incorporated as Exhibit C.

2. **Developer to Substantially Improve.** Developer shall commence construction of the Building Development within six (6) months of Plan

Commission site plan approval and substantially improve the Subject Parcel consistent with the Project Completion requirements of Paragraph V.A.4. Substantially improve as used in this Agreement means the actual pursuit of construction of the permanent structures comprising the Building Development in compliance with the site plan and conditions imposed thereon, including taking into consideration the normal industry standards for the type and complexity of construction involved.

3. Failure to Substantially Develop.

a. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of paragraph 2, above, City may, by certified mail, inform Developer of such failure.

b. Repurchase of Subject Parcel or Return of Project Grants. If after thirty (30) days of mailing of such notice, Developer has still not cured the default by substantially improving the property in compliance with the conditionally approved site plan, City may, in its sole discretion, either repurchase the property or, require that the Developer return all Project Reimbursement Grant(s) as follows:

i. If the City determines to repurchase the Subject Property, it is entitled to do so for the price paid for the property, less property assembly reimbursement grants, real property taxes due and liens or judgments of record. The Developer shall, in addition, pay all usual and customary closing costs of a seller of property in

Wisconsin. The parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the Subject Parcel.

ii. If the City repurchases the Subject Parcel, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon.

iii. If the City determines to not repurchase the Subject Property, Developer, on behalf of its successors and assigns agrees to and shall repay City all Project Reimbursement Grants paid to Developer, plus interest thereon at the statutory rate from the date the Project Reimbursement Grant was made to the date repaid. Should Developer fail to do so within 60 days of City's demand therefore, Developer agrees that City may obtain a Judgment against it for the amount of Project Reimbursement Grants advanced plus said interest.

iv. Upon either the repurchase of the Subject Property by City or the repayment of all Project Reimbursement Grant(s), plus said interest, this Agreement shall terminate and the Parties shall have no further obligations to each

other except such obligations as expressly survive termination of this Agreement.

c. Force majeure. If Developer is delayed from achieving substantial development as required in this Agreement, and as referred to in this paragraph, due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase or return of Project Reimbursement Grant(s) provisions of this sub-paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

4. **Substantial Completion.** The project shall be sufficiently complete such that a certificate of occupancy has been issued and subject to full Assessed Value as of January 1, 2021.

B. Property Assessment Warranties.

1. Developer warrants that the Guaranteed Value of the Building Development as of January 1, 2021 shall be not less than two million five hundred thousand and no/100 Dollars (\$2,500,000.00). To that end, Developer, for itself, its successors and assigns, hereby waives all rights to appeal the Assessed Value of the Building Development, assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the value of the Building Development below the Guaranteed Value for the duration of TID District #12. If the Assessed Value of the Building

Development is less than the Guaranteed Value, Developer and its successors and assigns agree that the PILOT provisions of Sections V.B. and V.C. shall be applicable.

2. Property to remain taxable. For the duration of the life of TID District #12, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Subject Property to an entity whereby such sale or lease would cause such portion of the Subject Property to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Subject Property during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Subject Property or any portion thereof to become tax exempt. Should the Subject Property nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that PILOT shall then be made by the owner of the Subject Property in accordance with the process set out in Paragraph V.C. below.

C. Calculations of any PILOT required under this Agreement shall be as follows:

If Assessed Value falls below the Guaranteed Value:

1. The Assessed Value of the Building Development shall be subtracted from the Guaranteed Value. The difference

shall be multiplied by the mil-rate for all taxing jurisdictions established for each tax year for the west side of De Pere, the product of which shall be the total PILOT, due and payable on or before October 15 of the year due.

2. If the PILOT is not fully paid by October 15 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

VI. CITY OBLIGATIONS

A. City shall provide Developer two Project Reimbursement Grants as follows:

1. Site Assembly Reimbursement Grant of One Hundred Forty-eight Thousand and no/100 dollars (\$148,000.00) upon closing on the purchase of the Subject Property under Section III.
2. Project Cost Reimbursement Grant of one hundred two thousand and no/100 dollars (\$102,000.00) for reimbursement of expenses incurred by Developer in the construction of the manufacturing/warehouse facility. The Project Cost Reimbursement Grant shall be paid by City after (a) Developer receives the Certificate of Occupancy for the Building Development and (b) receipts substantiating such expenses have been delivered, reviewed and approved by City.

VII. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party

believes that such provision has been breached, it shall supply the other party with written notice informing the other party that it has fifteen (15) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

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

VIII. MISCELLANEOUS.

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding on all subsequent owners of the Subject Parcel as applicable. This Agreement and any Amendment thereto may be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Neither party may assign this agreement except upon written consent thereof, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

C. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this Agreement are

to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

D. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:
American Boulevard Properties LLC
Attn: Deron J. Andre
Registered Agent
1255 Scheuring Road; Suite A
De Pere, WI 54115

2. If to City:
City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

With a copy to:
City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

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

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

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

American Boulevard Properties LLC
By: _____

Deron J. Andre
Managing Member/Registered Agent

Print Name:
Title:

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2019, the above
named _____ and
_____,
known as the person(s) who executed the
foregoing instrument and acknowledged
the same.

Notary Public:
My Commission expires: _____

Drafted by: Judith Schmidt-Lehman
J:\Law\Agreements\2019\Sale-Purchase Agreement-Amer Blvd Properties-Final9-25-19-195-001-19.docx

City of De Pere
By: _____

Michael J. Walsh, Mayor

Carey E. Danen, City Clerk

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2019, the above
named Michael J. Walsh, Mayor and
Carey E. Danen, City Clerk,
known as the persons who executed
the foregoing instrument and
acknowledged the same.

Notary Public:
My Commission expires: _____

Exhibit A

1.12.c

Attachment: Exhibit A-American Boulevard Properties (8780 : Reso #19-112 Authorizing Purchase/Sale Agreement with American Boulevard

Subject Parcel

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 8/28/19

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DRIVEWAY AND SANITARY SEWER EASEMENT AGREEMENT

This Driveway and Sanitary Sewer Easement Agreement is made and entered into this ____ day of October 2019 by and between Liska Enterprises LLC, a Wisconsin limited liability company ("Lot 1 Owner") and American Boulevard Properties LLC, a Wisconsin limited liability company ("Lot 2 Owner").

RECITALS

WHEREAS, Lot 1 Owner is the owner of a certain parcel of real property situated in the City of De Pere, Brown County, Wisconsin, as more particularly described as follows ("Lot 1"):

Lot 1, Volume 57 Certified Survey Maps, Page 249, Map No. 8234, as Doc. No. 2583253, being part of Lot One Hundred Seven (107), according to the recorded Plat of Williams Grant, in the City of De Pere, West Side of Fox River, Brown County, Wisconsin.

WHEREAS, Lot 2 Owner is the owner of a certain parcel of real property situated in the City of De Pere, Brown County, Wisconsin, as more particularly described as follows ("Lot 2"):

Lot 2, Volume 57 Certified Survey Maps, Page 249, Map No. 8234, as Doc. No. 2583253, being part of Lot One Hundred Seven (107), according to the recorded Plat of Williams Grant, in the City of De Pere, West Side of Fox River, Brown County, Wisconsin.

WHEREAS, the Lot 1 Owner wishes to grant an ingress and egress easement and a sanitary sewer easement to the Lot 2 Owner, for the purposes specified in this Agreement;

WHEREAS, these easements are depicted in Exhibit A attached hereto and incorporated by reference, and more specifically described as:

See Attached Legal Descriptions, which are collectively referred to as the "Easement Areas."

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties agree as follows:

1. Grant of Ingress and Egress Easement. Subject to the terms and conditions of this Agreement, the Lot 1 Owner conveys and grants to the Lot 2 Owner, and its heirs, successors, assigns, tenants, guests and invitees, a perpetual, non-exclusive access easement for purposes of vehicular and pedestrian ingress and egress on, over, upon, and across Lot 1, in the area depicted in the attached

Exhibit A and referred to in the attached Legal Description as the "Access Easement", so as to permit said parties access from American Boulevard to Lot 2 and from Lot 2 to American Boulevard.

2. Maintenance of Access Easement. At all times, the area of the Access Easement shall be maintained in a neat and orderly condition, and in good condition and repair, by the Lot 1 Owner, including snow and ice removal. However, in the event the Lot 2 Owner or its guests, invitees, or tenants cause any damage to the area of the Access Easement beyond normal wear and tear, the Lot 1 Owner shall be entitled to reimbursement for the reasonable cost of repairs from the Lot 2 Owner.

3. Sanitary Sewer Easement. Subject to the terms and conditions of this Agreement, the Lot 1 Owner conveys and grants to the Lot 2 Owner, and its heirs, successors, and assigns, a perpetual easement through and under that part of Lot 1 depicted in the attached Exhibit A and referred to in the attached Legal Description as the "Sanitary Sewer Easement" for the installation, use, and maintenance of a sanitary sewer line, to include laterals, pipes, and related equipment. This Sanitary Sewer Easement includes the right of the Lot 2 Owner and its agents to access those parts of Lot 1 as necessary for inspecting, repairing, maintaining, and replacing the laterals, pipes, and other equipment, upon no less than 24 hours' written notice to the Lot 1 Owner (except in the case of emergency, in which no prior notice shall be required). Upon completion of any inspections, repairs, maintenance, or replacement, the Lot 2 Owner shall repair and restore any damaged portion(s) of Lot 1 to their prior condition at its expense.

4. Interference Prohibited. Each party specifically reserves the right to use the Easement Areas for any purpose consistent with its rights and the other party's rights under this Agreement. Notwithstanding the foregoing, neither party shall unreasonably interfere with the other party's right to use of the Easement Areas. No fence, wall, planting, building or other obstruction may be placed or maintained within the Easement Areas without the prior written consent of both parties.

5. Notices. Any notice given in connection with this Agreement shall be in writing and shall be personally delivered or mailed to the recipient at its address for receiving property tax bills, first class, United States mail, postage prepaid. Notice by mail shall be deemed effective upon the third day following deposit in the United States mail.

6. Indemnification. Each party shall indemnify, defend, and hold harmless the other party for, from, and against any and all claims suffered or incurred in connection with any alleged bodily injury, personal injury, or property damage arising out of the first party's use or enjoyment of the Easement Areas, unless the same was caused by the negligence or intentional conduct of the second party or its owners, directors, employees, agents, or guests.

7. Covenants to Run with the Land. This Agreement and all its terms, conditions, and covenants shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto and to the respective heirs, successors and assigns.

8. Interpretation. This Agreement shall be construed and interpreted according to the internal laws of the State of Wisconsin.

9. Amendments. This Agreement sets forth the entire understanding of the parties with respect to the matters addressed herein, and this Agreement may not be altered or amended except by a written document signed and acknowledged by authorized representatives of the parties and duly recorded with the Register of Deeds for Brown County.

10. Non-Waiver. No waiver of or consent to any default in any term, covenant or condition of this Agreement shall constitute or be construed as a waiver of or consent to any further or succeeding default in the same term, covenant or condition, or any other term, covenant or condition.

11. Terms Severable. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

Lot 1 Owner:

Liska Enterprises LLC

By: _____

Randall J. Liska, its sole Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)

)ss.

COUNTY OF BROWN)

Personally came before me this _____ day of October 2019, the above named Randall J. Liska, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin

My commission expires: _____

Lot 2 Owner:

American Boulevard Properties LLC

By: _____

Deron J. Andre, Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)

)ss.

COUNTY OF BROWN)

Personally came before me this _____ day of October 2019, the above named Deron J. Andre, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin

My commission expires: _____

THIS DOCUMENT WAS DRAFTED BY:
Andre Law Office, LLC
Attorney Deron J. Andre
1255 Scheuring Road, Ste. A
De Pere, WI 54115
(920) 632-4461

PART OF LOT 1 OF VOLUME 57, CERTIFIED SURVEY MAPS, PAGE 249 (DOCUMENT #2583253), BROWN COUNTY RECORDS, SAID MAP BEING PART OF LOT 3 OF SOUTHBRIDGE BUSINESS PARK, RECORDED IN VOLUME 21, PLATS PAGE 152 (DOCUMENT #1775029), BROWN COUNTY RECORDS, LOCATED IN PART OF LOTS 107 AND 108, WILLIAMS GRANT SUBDIVISION, T22N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



THIS MAP IS BASED ON THE
CURRENT COUNTY COORDINATE
SYSTEM OF RECORD.

O.L. 1
40-CSM-167

LOT 1
57-CSM-249

LOT 2
57-CSM-249

LOT 2
40-CSM-167

N37°24'51"E 35.00'

S52°35'09"E 480.00'

N52°35'09"W 480.75'

S36°11'15"W 35.01'

EAST 48' FOR
SANITARY SEWER
EASMENT

EXISTING BUILDING

ACCESS EASEMENT

POINT OF
BEGINNING-
SE CORNER
OF LOT 1
57-CSM-249

12' UTILITY EASEMENT

AMERICAN BLVD.

SAN — SAN — SAN — SAN — SAN — SAN — SAN

CLIENT: METAL STORM
DRAFTED BY: RJO
TAX PARCEL NO.: WD-11

MACHIV
ENGINEERING • SURVEYING • ENVIRONMENTAL

2260 Saleschneider Court Green Bay, WI
54313 PH: 920-569-5785 Fax: 920-569-5767
www.machiv.com

LEGAL DESCRIPTION:ACCESS EASEMENT:

PART OF LOT 1 OF VOLUME 57, CERTIFIED SURVEY MAPS, PAGE 249 (DOCUMENT #2583253), BROWN COUNTY RECORDS, SAID MAP BEING PART OF LOT 3 OF SOUTHBRIDGE BUSINESS PARK, RECORDED IN VOLUME 21, PLATS, PAGE 152 (DOCUMENT #1775029), BROWN COUNTY RECORDS, LOCATED IN PART OF LOTS 107 AND 108, WILLIAMS GRANT SUBDIVISION, T22N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF VOLUME 57, CERTIFIED SURVEY MAPS, PAGE 249, BROWN COUNTY RECORDS; THENCE N52°35'09"W, 480.75 FEET ALONG THE SOUTH LINE OF SAID LOT; THENCE N37°24'51"E, 35.00 FEET; THENCE S52°35'09"E, 480.00 FEET TO THE WEST RIGHT OF WAY OF AMERICAN BOULEVARD; THENCE S36°11'15"W, 35.01 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

EASEMENT AREA CONTAINS 16,813 SQUARE FEET / 0.39 ACRES, MORE OR LESS.
EASEMENT AREA SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

AND ALSO:

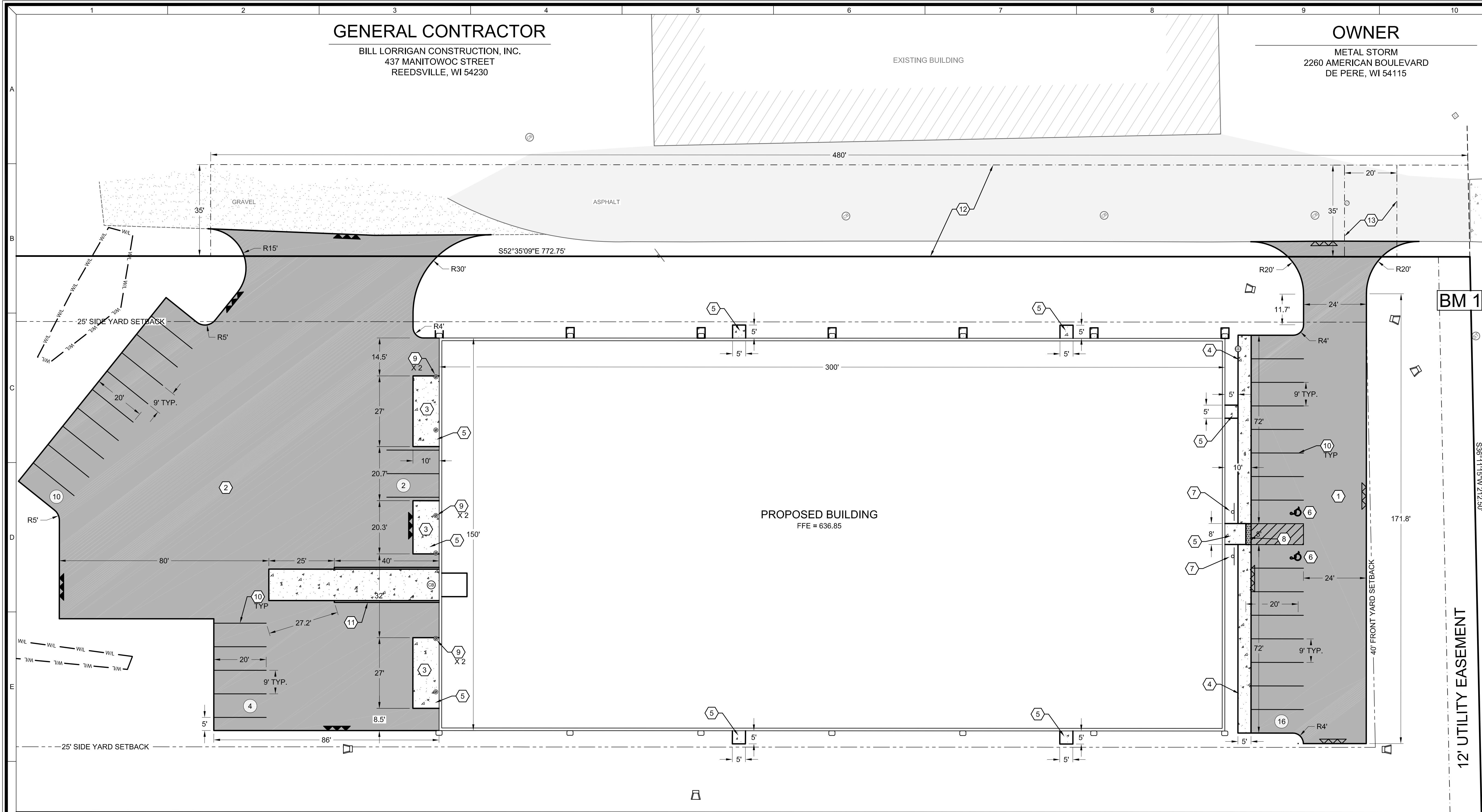
SANITARY SEWER EASEMENT:

PART OF LOT 1 OF VOLUME 57, CERTIFIED SURVEY MAPS, PAGE 249 (DOCUMENT #2583253), BROWN COUNTY RECORDS, SAID MAP BEING PART OF LOT 3 OF SOUTHBRIDGE BUSINESS PARK, RECORDED IN VOLUME 21, PLATS PAGE 152 (DOCUMENT #1775029), BROWN COUNTY RECORDS, LOCATED IN PART OF LOTS 107 AND 108, WILLIAMS GRANT SUBDIVISION, T22N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF VOLUME 57, CERTIFIED SURVEY MAPS, PAGE 249, BROWN COUNTY RECORDS; THENCE N52°35'09"W, 48.00 FEET ALONG THE SOUTH LINE OF SAID LOT; THENCE N36°11'15"E, 35.01 FEET; THENCE S52°35'09"E, 48.00 FEET TO THE WEST RIGHT OF WAY OF AMERICAN BOULEVARD; THENCE S36°11'15"W, 35.01 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

EASEMENT AREA CONTAINS 1,680 SQUARE FEET / 0.04 ACRES, MORE OR LESS.
EASEMENT AREA SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

R:\Jobs\1660-01-19 Metal Storm\DRAWINGS\1660-01-19 ENG_REV001.dwg 9/9/2019 11:12:28 AM



SITE STATISTICS

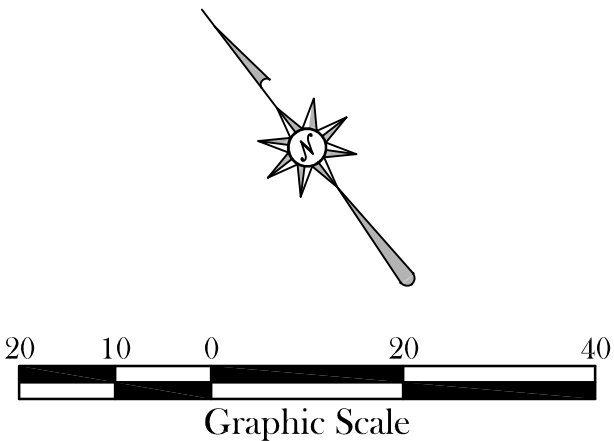
PARCEL ADDRESS:	2260 AMERICAN BOULEVARD
PARCEL NUMBER:	WD-1137-2
PARCEL SIZE:	174,289 SF (4.00 AC)
ZONING:	I-B-2 INDUSTRIAL BUSINESS PARK 2
EXISTING SITE GREEN SPACE:	174, 289 SF (100.0%)
IMPERVIOUS AREA	
BUILDING:	0.00 AC
PAVEMENT:	0.00 AC
TOTAL IMPERVIOUS:	0.00 AC (0.0%)

SITE STATISTICS (CONTINUED)

PROPOSED SITE	
MAX F.A.R.	0.5
DISTURBED AREA:	110,604 SF (2.54 AC)
GREEN SPACE:	99,333 SF (57.0%)
IMPERVIOUS AREA	
BUILDING:	45,000 SF (25.8%)
PAVEMENT:	29,956 SF (17.2%)
TOTAL IMPERVIOUS:	79,956 SF (43.0%)
PARKING REQUIRED	1 STALL/2 EMPLOYEES = 23/2 = 12 1 STALL/COMPANY VEHICLE = 4 4 STALLS/1000 SF OFFICE = 4 X 2517/1000 = 10 TOTAL REQUIRED = 26 STALLS
PROVIDED	32 STALLS INCLUDING 2 ADA

SHEET KEY NOTES:

- STANDARD DUTY ASPHALT; SEE DETAIL A SHEET C6.0
- HEAVY DUTY ASPHALT; SEE DETAIL B SHEET C6.0
- CONCRETE PAVEMENT; SEE DETAIL C SHEET C6.0
- CONCRETE SIDEWALK, THICKENED EDGE; SEE DETAIL D SHEET C6.0
- STOOP LOCATION; REFER TO ARCHITECTURAL DRAWINGS
- ADA HANDICAP STALL; SYMBOL
- ADA HANDICAP SIGN; SEE DETAIL E SHEET C6.0
- ADA DETECTABLE WARNING PLATE; SEE DETAIL F SHEET C6.0
- BOLLARD; SEE DETAIL G SHEET C6.0
- 4" WIDE PAINT STRIPE; COLOR BY OWNER
- LOADING DOCK; REFER TO STRUCTURAL PLANS
- PROPOSED ACCESS EASEMENT
- PROPOSED SANITARY SEWER EASEMENT



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www.mach-iv.com

BILL LORRIGAN CONSTRUCTION, INC.

METAL STORM

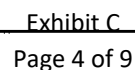
SITE PLAN

DATE:	SEPTEMBER 9, 2019
DRAFTED BY:	RPH
CHECKED BY:	SRW
PROJECT NO.:	1660-01-19
DRAWING NUMBER	
SHEET NUMBER	C2.0
OF	8



- Packet Pg. 91







1 SOUTHEAST VIEW
G500 NOT TO SCALE

Exhibit C
Page 5 of 9

437 Manitowoc Street
Suite 1
Reedsville, WI 54230
PHONE: (920) 754-4723
1-800-235-3252
FAX: (920) 754-4200

www.lorriganconstruction.com

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OR MODIFICATIONS ARE TO BE MADE
WITHOUT PRIOR WRITTEN CONSENT
OF
BILL LORRIGAN CONSTRUCTION, INC.

PROFESSIONAL SEAL(S)

PROJECT INFO:

METAL STORM

18-060518

REVISION SCHEDULE

[illegible]

DATE:	JUNE 05, 2018
PRELIMINARY NO:	18-060518
CONTRACT NO:	00-000
PROJECT MANAGER:	RYAN LORRIGAN
SUPERVISOR:	LORRIGAN
DRAWN BY:	TAJ
SHEET TITLE:	RENDERING

G500

Packet Pg. 94



Packet Pg. 95



1 SOUTHEAST VIEW (ALT.)
G502 NOT TO SCALE

(SOME OR ALL OF THE TREES ON THE SOUTH VIEW HAVE BEEN HIDDEN FOR CLARIFICATION)

K:\JOBS\19 Jobs\19-563 Metal Storm\All Job Files\Rev\19-563 Metal Storm.vrt



Bill LORRIGAN
construction, inc.

437 Manitowoc Street
Suite 1
Reedsville, WI 54230
PHONE: (920) 754-4723
1-800-235-3252
FAX: (920) 754-4200

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OF
BILL LORRIGAN CONSTRUCTION, INC.**

PROFESSIONAL SEAL(S)

PROJECT INFO:

METAL STORM

18-060518

REVISION SCHEDULE

[illegible]

DATE: JUNE 05, 2018

DATE:	JUNE 05, 2018
PRELIMINARY NO:	18-060518

CONTRACT NO:	00-000
--------------	--------

PROJECT MANAGER:	RYAN LORRIGAN
------------------	---------------

PROJECT MANAGER:	RYAN LORRIGAN
SUPERVISOR:	LORRIGAN

SUPERVISOR:	LORRIGAN
DRAWN BY:	TAJ

DRAWN BY:	TAJ
SHEET TITLE:	

SHEET TITLE:
RENDERING

RENDERING

G502

Packet Pg. 96

CITY OF DE PERE

335 South Broadway, De Pere, WI 54115 | www.de-pere.org



September 24, 2019

Scott Harrig
Mach IV Engineering
2260 Salscheider Ct
Green Bay, WI 54313

RE: Site plan review for a 45,000 SF new warehouse building for Metal Storm at the 2200 Blk American Boulevard in the City of De Pere.
(Parcel WD-1137-2)

Dear Mr. Harrig:

Thank you for the site plan application for a new warehouse building and parking lot addition located at the 2200 Blk American Blvd. The City of De Pere Plan Commission reviewed the site plan application on 9/23/19 and recommended conditional approval, subject to compliance with the comments outlined on the attachment.

Please prepare a site plan resubmittal that addresses the attached conditions. The resubmittal should be sent to myself and must include digital PDF files of all drawings, one full size set, and one 11x17 set.

The final site plan will not be formally approved, and no permits will be issued, until all of the conditions have been satisfied and the City has issued a final site plan approval memo. Approval by Common Council is not required for this site plan.

Should you have any questions regarding the decision or require further information, feel free to contact me at 339-4043 or pschleinz@mail.de-pere.org.

Sincerely,

Peter Schleinz
Senior Planner | Zoning Administrator

cc: Kimberly Flom, RLA/AICP, Development Services Director
Dennis Jensen, Senior Building Inspector

ATTACHMENT: Plan Commission Comments and Conditions of Approval

Engineering:

1. Sheet C2.0: Please record an easement or agreement for the shared use of driveways to the north. This comment is resolved if the parcels are being combined.
2. Sheet C3.0: Please indicate if you are choosing to combine the sanitary lateral with the property to the North, an agreement would need to be recorded for the maintenance of this sanitary sewer connection should it be required. This comment is resolved if the parcels are being combined.
3. Sheet C3.0: Indicate water meter size. One month advance notice is required for water meters larger than 1-inch so they can be special ordered.
4. It is recommended that the apron end walls be tied back onto the storm sewer main, and be installed with rip rap and erosion mat.

Fire:

None.

Forestry:

1. The plan still incorporates Norway maple, Red maple and White spruce. Too much reliance on maples and one species of spruce.

Health:

None.

Planning:

1. The use of metal paneling, as shown requires Plan Commission review and approval.
2. Revise the building elevations to Identify the colors of the materials used on all facades.
3. Both properties should be combined when under one ownership.
4. The North, South, East, and West elevations must be relabeled correctly.
5. The rear wall, being all metal due to a future expansion, must be brought up to code with 25% approved material by July 1, 2025 (5 years) if the expansion does not occur.
6. Signage requires a separate review and approval by the Building Inspection Division.

Inspection:

None.

Other conditions of approval as recommended by staff include the use of an exposed aggregate finish on the warehouse in the following locations:

- On the front façade, over the first floor offices.
- On the two side facades over the height of the tops of windows and doors.
- On the entire rear façade as a temporary material to accommodate future expansion, which must be brought up to code with 25% approved material by July 1, 2025 (5 years) if the expansion does not occur.

At the Plan Commission meeting, there was discussion regarding the gravel area which connects to the adjacent property. The recommendation was made for this gravel area to be replaced with asphalt.

CITY OF DE PERE MEMO



To: Finance & Personnel Committee
From: Kim Flom, Development Services Director
Date: September 10, 2019

RE: **Purchase/Sale Agreement Terms with American Boulevard Properties, LLC for project to be located on parcel WD-1137-2 in the West Industrial Park.**

In 2012, the City of De Pere approved an option agreement with Liska Enterprises, LLC for the 4 acre parcel just south of Metalstorm, (2260 American Boulevard). The option expired in 2018 but Liska remained interested in developing the property and has partnered with some other people to form American Boulevard Properties, LLC. American Boulevard Properties, LLC would like to acquire the property in order to construct a building for metal manufacturing.



Property Location – Parcel WD-1137-2

Project Terms

The proposed Project terms are based on a number of assumptions including:

1. A proposed metal machine shop business in De Pere that includes acquisition of City owned parcel WD-1137-2 (4.0 acres) located in TID 12.
2. Construction of a 45,000 s.f. manufacturing building on a site that shared vehicular access with parcel WD-1137-1. Property to be owned by American Boulevard Properties, LLC.

3. Guaranteed Assessed value of \$2,500,000 as of January 1, 2021. PILOT required if value falls below \$2,500,000.
4. Compliance with City codes and Plan Commission conditions. Plan Commission approval of Site Plan and Building Elevations.
5. Acquisition of City property at \$40,000/acre. \$160,000 minus option payments to date (\$12,000) = \$148,000.
6. Shared driveway access (with appropriate easements) with parcel WD-1137-1 (2260 American Blvd).
7. Acknowledgement of possible sidewalk or trail expansion adjacent to property along southern end of site to connect Samantha Park to City Dog Park (City responsibility).
8. Final project and purchase/sale agreement details to be reviewed and decided upon by City Council.
9. Project completion (full assessment) by January 1, 2021.

10% Project Incentive (\$250,000 total)

- \$148,000 Land Expense Reimbursement (based on property price minus option payments to date), paid through TID 12 increment.
- \$102,000 Project Expense Reimbursement (after occupancy and after submittal of applicable expenses)
- Payment in Lieu of Taxes (PILOT) required if Assessed Value falls below guaranteed amount during life of TID.

The below rendering depicts the proposed design of the building. Some design aspects may change based on the review by the Plan Commission.



3D FRONT VIEW



3D REAR VIEW

TID Incentives for the West Industrial Park can range from 0% to 25% of guaranteed assessed value, depending on the project. Recent projects have ranged from 10% to 19%. In the past year, land grants have become the most common incentive.

In addition to the term review by Finance and Personnel, the following reviews are also required prior to property closing and development. The developer hopes to break ground on the property this year.

- Site Plan Review by Plan Commission – September 23, 2019
- Purchase/Sale Agreement review by Council – October 1, 2019

If the terms are approved by the Finance and Personnel Committee, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting.

Please contact me (kflom@deperewi.gov or 920-339-4043) with any questions regarding this item.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 1, 2019

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Operator license applications.

ATTACHMENTS:

- Operator List (PDF)

CITY OF DE PERE
License Committee - October 1, 2019

Previously Tabled Operator License Applications	

New Operator License Applications	
1	JACOBSON, DOUGLAS
2	JANUS, KAYLA
3	TOLMIE, BRITTANY
4	MUELLER-ACKLEY, CHRISTIAN
5	RAUSCH, PATRICK
6	TERENS, SCOTT



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 1, 2019
DEPARTMENT: City Clerk
FROM: Carey Danen
SUBJECT: Voucher approval.

ATTACHMENTS:

- 10-1-19 VOUCHERS (PDF)

9/25/2019 4:38 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 06185 OCT 2019 COUNCIL - 1 10-1-19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7944	A2CL SERVICES LLC							
	I-3201273993	A2CL SERVICES LLC	R	10/01/2019		26.80CR	090037	
	I-3211345509	A2CL SERVICES LLC	R	10/01/2019		26.80CR	090037	53.60
7583	ADVANCE AUTO PARTS							
	I-6339-276906	ADVANCE AUTO PARTS	R	10/01/2019		25.69CR	090038	
	I-6339-277100	ADVANCE AUTO PARTS	R	10/01/2019		24.74CR	090038	50.43
6802	ADVANCED DISPOSAL							
	I-B80000677451	ADVANCED DISPOSAL	R	10/01/2019		298.80CR	090039	298.80
5932	AECOM TECHNICAL SERVICES INC							
	I-2000221231	AECOM TECHNICAL SERVICES INC	R	10/01/2019		2,610.00CR	090040	
	I-2000265373	AECOM TECHNICAL SERVICES INC	R	10/01/2019		1,457.50CR	090040	4,067.50
0302	AIRGAS USA LLC							
	I-9092705871	AIRGAS USA LLC	R	10/01/2019		416.90CR	090041	
	I-964151724	AIRGAS USA LLC	R	10/01/2019		573.12CR	090041	
	I-9964151725	AIRGAS USA LLC	R	10/01/2019		218.87CR	090041	
	I-9964151726	AIRGAS USA LLC	R	10/01/2019		240.77CR	090041	1,449.66
6406	ALLIANCE CONSTRUCTION & DESIGN							
	I-2544	ALLIANCE CONSTRUCTION & DESIGN	R	10/01/2019		19,857.00CR	090042	19,857.00
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS							
	I-10138	AMERICAN CONSERVATION & BILLIN	R	10/01/2019		1,042.00CR	090043	1,042.00
5604	AURORA BAYCARE MED CTR LLC							
	I-KY366	AURORA BAYCARE MED CTR LLC	R	10/01/2019		125.38CR	090044	
	I-KY374	AURORA BAYCARE MED CTR LLC	R	10/01/2019		809.52CR	090044	934.90
7779	BADGER OFFICE CITY							
	I-818232-0	BADGER OFFICE CITY	R	10/01/2019		261.97CR	090045	
	I-818306-0	BADGER OFFICE CITY	R	10/01/2019		40.50CR	090045	
	I-818307-0	BADGER OFFICE CITY	R	10/01/2019		53.53CR	090045	
	I-818308-0	BADGER OFFICE CITY	R	10/01/2019		50.71CR	090045	
	I-818309-0	BADGER OFFICE CITY	R	10/01/2019		41.30CR	090045	
	I-818310-0	BADGER OFFICE CITY	R	10/01/2019		31.50CR	090045	
	I-818311-0	BADGER OFFICE CITY	R	10/01/2019		107.53CR	090045	
	I-818312-0	BADGER OFFICE CITY	R	10/01/2019		38.12CR	090045	
	I-818313-0	BADGER OFFICE CITY	R	10/01/2019		32.44CR	090045	657.60

Attachment: 10-1-19 VOUCHERS (8797 : Voucher approval.)

9/25/2019 4:38 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 06185 OCT 2019 COUNCIL - 1 10-1-19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

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	I-33919	BADGERLAND PRINTING INC	R	10/01/2019		150.00CR	090046	
	I-33932	BADGERLAND PRINTING INC	R	10/01/2019		584.25CR	090046	
	I-33939	BADGERLAND PRINTING INC	R	10/01/2019		71.00CR	090046	925.25
0027	BAY TOWEL INC							
	I-2908586	BAY TOWEL INC	R	10/01/2019		110.37CR	090047	
	I-2913174	BAY TOWEL INC	R	10/01/2019		110.37CR	090047	
	I-2917755	BAY TOWEL INC	R	10/01/2019		110.37CR	090047	
	I-2920494	BAY TOWEL INC	R	10/01/2019		174.19CR	090047	
	I-2922344	BAY TOWEL INC	R	10/01/2019		110.37CR	090047	
	I-2929651	BAY TOWEL INC	R	10/01/2019		87.48CR	090047	703.15
0025	BAYCOM INC							
	I-EQUIPINV_020346	BAYCOM INC	R	10/01/2019		2,276.00CR	090048	
	I-SRVCE000000019349	BAYCOM INC	R	10/01/2019		55.00CR	090048	2,331.00
2970	BELLINHEALTH INC							
	I-MB3444	BELLINHEALTH INC	R	10/01/2019		87.74CR	090049	87.74
4286	JEDD BRADLEY							
	I-201909259818	JEDD BRADLEY	R	10/01/2019		388.01CR	090050	388.01
0038	BROADWAY AUTOMOTIVE INC							
	I-464830P	BROADWAY AUTOMOTIVE INC	R	10/01/2019		300.18CR	090051	300.18
0039	BROOKS TRACTOR INC							
	I-D75317	BROOKS TRACTOR INC	R	10/01/2019		385.96CR	090052	
	I-D75335	BROOKS TRACTOR INC	R	10/01/2019		6.20CR	090052	392.16
2944	BROWN COUNTY JAIL							
	I-201909249807	BROWN COUNTY JAIL	R	10/01/2019		960.00CR	090053	960.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-41205	BROWN COUNTY PORT SOLID WASTE	R	10/01/2019		29,587.47CR	090054	29,587.47
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201909249808	BROWN COUNTY REGISTER OF DEEDS	R	10/01/2019		150.00CR	090055	150.00
0536	CDW GOVERNMENT INC							
	I-TTP9349	CDW GOVERNMENT INC	R	10/01/2019		355.20CR	090056	
	I-TVN4369	CDW GOVERNMENT INC	R	10/01/2019		127.76CR	090056	
	I-TVX1353	CDW GOVERNMENT INC	R	10/01/2019		231.73CR	090056	714.69

Attachment: 10-1-19 VOUCHERS (8797 : Voucher approval.)

9/25/2019 4:38 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 06185 OCT 2019 COUNCIL - 1 10-1-19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0061	CUMMINS NPOWER, LLC I-F4-41585	CUMMINS NPOWER, LLC	R	10/01/2019		336.52CR	090057	336.52
0554	DAVIS & KUELTHAU SC TRUST ACCOUNT I-439587	DAVIS & KUELTHAU SC TRUST ACCO	R	10/01/2019		100.00CR	090058	100.00
3590	LAWRENCE DELO I-201909249809	LAWRENCE DELO	R	10/01/2019		27.84CR	090059	27.84
3212	DIXON ENGINEERING INC I-19-5769	DIXON ENGINEERING INC	R	10/01/2019		1,050.00CR	090060	1,050.00
7240	EMC INSURANCE I-D-97490049	EMC INSURANCE	R	10/01/2019		23,282.00CR	090061	23,282.00
0085	EMERGENCY MEDICAL PRODUCTS INC I-2098283 I-2100309	EMERGENCY MEDICAL PRODUCTS INC EMERGENCY MEDICAL PRODUCTS INC	R R	10/01/2019 10/01/2019		497.96CR 221.75CR	090062 090062	 719.71
7981	EMERGENCY RESPONSE SOLUTIONS I-13689	EMERGENCY RESPONSE SOLUTIONS	R	10/01/2019		9,098.06CR	090063	9,098.06
7422	EXCEL UNDERGROUND LLC I-7236	EXCEL UNDERGROUND LLC	R	10/01/2019		9,102.70CR	090064	9,102.70
0091	FASTENAL COMPANY I-WIGRE385051	FASTENAL COMPANY	R	10/01/2019		3.54CR	090065	3.54
0096	FIRE APPARATUS & EQUIPMENT INC I-20103	FIRE APPARATUS & EQUIPMENT INC	R	10/01/2019		403.02CR	090066	403.02
0200	FIRST SUPPLY LLC I-11815058-01	FIRST SUPPLY LLC	R	10/01/2019		45.41CR	090067	45.41
0107	FOX VALLEY TECHNICAL COLLEGE I-TPB0000545617	FOX VALLEY TECHNICAL COLLEGE	R	10/01/2019		650.00CR	090068	650.00
0562	GALLS LLC I-13628860 I-13628999 I-13629672	GALLS LLC GALLS LLC GALLS LLC	R R R	10/01/2019 10/01/2019 10/01/2019		211.99CR 148.34CR 150.03CR	090069 090069 090069	 510.36

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2495	GLAXOSMITHKLINE I-8252939150	GLAXOSMITHKLINE	R	10/01/2019		961.57CR	090070	961.57
2544	GLOBAL RECOGNITION INC I-192732 I-192799	GLOBAL RECOGNITION INC GLOBAL RECOGNITION INC	R	10/01/2019 10/01/2019		447.75CR 1,135.75CR	090071 090071	 1,583.50
0116	GRAINGER INC I-9284606846	GRAINGER INC	R	10/01/2019		91.74CR	090072	91.74
0117	GRAYBAR ELECTRIC COMPANY INC I-9312143678	GRAYBAR ELECTRIC COMPANY INC	R	10/01/2019		94.10CR	090073	94.10
0124	GREEN BAY CITY TREASURER I-123393 I-124677	GREEN BAY CITY TREASURER GREEN BAY CITY TREASURER	R	10/01/2019 10/01/2019		888.83CR 34,840.50CR	090074 090074	 35,729.33
6608	TRISTA GROTH I-201909249810	TRISTA GROTH	R	10/01/2019		94.83CR	090075	94.83
2947	MATTHEW GUTH I-201909249811	MATTHEW GUTH	R	10/01/2019		39.95CR	090076	39.95
4902	HALRON LUBRICANTS INC C-1094425-00 I-1093989-00	HALRON LUBRICANTS INC HALRON LUBRICANTS INC	R	10/01/2019 10/01/2019		20.00 668.51CR	090077 090077	 648.51
0912	HEID MUSIC CO I-2435311	HEID MUSIC CO	R	10/01/2019		9.45CR	090078	9.45
5535	HOLUBAR CONST CO INC I-4520	HOLUBAR CONST CO INC	R	10/01/2019		14,500.00CR	090079	14,500.00
5674	HOME TEAM SPORTS & APPAREL INC I-38378 I-38400	HOME TEAM SPORTS & APPAREL INC HOME TEAM SPORTS & APPAREL INC	R	10/01/2019 10/01/2019		1,396.66CR 25.30CR	090080 090080	 1,421.96
5484	HYDROCORP INC I-53746-IN	HYDROCORP INC	R	10/01/2019		520.00CR	090081	520.00
0567	INDUSTRIAL MARKETING CORP I-42864	INDUSTRIAL MARKETING CORP	R	10/01/2019		175.31CR	090082	175.31

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2602	JOSSART BROTHERS INC I-1247	JOSSART BROTHERS INC	R	10/01/2019		969.28CR	090083	969.28
1276	JX ENTERPRISES INC I-1494499P I-1495306P I-1495432P I-1495435P	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R	10/01/2019 10/01/2019 10/01/2019 10/01/2019		1,643.41CR 99.06CR 168.21CR 43.74CR	090084 090084 090084 090084	 1,954.42
0153	LAFORCE INC I-1109226	LAFORCE INC	R	10/01/2019		54.00CR	090085	54.00
0154	LAMERS BUS LINES INC I-560923 I-560924 I-560925 I-560926	LAMERS BUS LINES INC LAMERS BUS LINES INC LAMERS BUS LINES INC LAMERS BUS LINES INC	R	10/01/2019 10/01/2019 10/01/2019 10/01/2019		356.79CR 117.40CR 136.80CR 130.22CR	090086 090086 090086 090086	 741.21
4617	LANGUAGE LINE SERVICES I-4636708	LANGUAGE LINE SERVICES	R	10/01/2019		19.22CR	090087	19.22
6010	LAONA MACHINE SUPPLY I-1908-025362	LAONA MACHINE SUPPLY	R	10/01/2019		99.10CR	090088	99.10
0156	LAWSON PRODUCTS INC I-9306953379	LAWSON PRODUCTS INC	R	10/01/2019		236.04CR	090089	236.04
7082	LEE RECREATION LLC I-12332-19 I-12333-19	LEE RECREATION LLC LEE RECREATION LLC	R	10/01/2019 10/01/2019		605.00CR 605.00CR	090090 090090	 1,210.00
5635	MATTHEW T MAGNO I-201909259812 I-201909259819	MATTHEW T MAGNO MATTHEW T MAGNO	R	10/01/2019 10/01/2019		35.38CR 181.89CR	090091 090091	 217.27
7982	MC CAIN I-INV0243577	MC CAIN	R	10/01/2019		160.00CR	090092	160.00
0173	MENARDS INC C-53744 C-54107 C-54356 I-53680 I-53745 I-53747 I-53760 I-53822 I-53880 I-53970 I-54041 I-54055 I-54064	MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC	R	10/01/2019 10/01/2019 10/01/2019 10/01/2019 10/01/2019 10/01/2019 10/01/2019 10/01/2019 10/01/2019 10/01/2019 10/01/2019 10/01/2019 10/01/2019		9.99 23.37 33.98 43.65CR 15.99CR 3.49CR 112.24CR 6.66CR 17.76CR 25.27CR 13.49CR 52.09CR 189.00CR	090093 090093 090093 090093 090093 090093 090093 090093 090093 090093 090093 090093 090093	

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-54108	MENARDS INC	R	10/01/2019		50.49CR	090093	
	I-54131	MENARDS INC	R	10/01/2019		3.36CR	090093	
	I-54265	MENARDS INC	R	10/01/2019		453.73CR	090093	
	I-54281	MENARDS INC	R	10/01/2019		53.96CR	090093	
	I-54307	MENARDS INC	R	10/01/2019		80.97CR	090093	
	I-54322	MENARDS INC	R	10/01/2019		23.47CR	090093	
	I-54336	MENARDS INC	R	10/01/2019		69.96CR	090093	
	I-54360	MENARDS INC	R	10/01/2019		24.05CR	090093	
	I-54422	MENARDS INC	R	10/01/2019		5.98CR	090093	1,178.27
VOID	VOID CHECK		V	10/01/2019			090094	**VOID**
7252	NEWCOMERS							
	I-5209	NEWCOMERS	R	10/01/2019		100.00CR	090095	100.00
5188	NORTHEAST ASPHALT INC							
	I-19-07 (2)	NORTHEAST ASPHALT INC	R	10/01/2019		199,718.24CR	090096	199,718.24
0531	NORTHEAST AUTO PARTS INC							
	C-342261	NORTHEAST AUTO PARTS INC	R	10/01/2019		3.69	090097	
	I-341821	NORTHEAST AUTO PARTS INC	R	10/01/2019		173.30CR	090097	
	I-341836	NORTHEAST AUTO PARTS INC	R	10/01/2019		21.87CR	090097	
	I-341838	NORTHEAST AUTO PARTS INC	R	10/01/2019		112.85CR	090097	
	I-341948	NORTHEAST AUTO PARTS INC	R	10/01/2019		123.07CR	090097	
	I-342044	NORTHEAST AUTO PARTS INC	R	10/01/2019		15.47CR	090097	
	I-342134	NORTHEAST AUTO PARTS INC	R	10/01/2019		12.84CR	090097	
	I-342158	NORTHEAST AUTO PARTS INC	R	10/01/2019		62.56CR	090097	
	I-342182	NORTHEAST AUTO PARTS INC	R	10/01/2019		33.98CR	090097	
	I-342212	NORTHEAST AUTO PARTS INC	R	10/01/2019		7.99CR	090097	
	I-342220	NORTHEAST AUTO PARTS INC	R	10/01/2019		18.47CR	090097	
	I-342243	NORTHEAST AUTO PARTS INC	R	10/01/2019		14.83CR	090097	
	I-342255	NORTHEAST AUTO PARTS INC	R	10/01/2019		268.37CR	090097	
	I-342277	NORTHEAST AUTO PARTS INC	R	10/01/2019		10.49CR	090097	
	I-342285	NORTHEAST AUTO PARTS INC	R	10/01/2019		16.99CR	090097	
	I-342302	NORTHEAST AUTO PARTS INC	R	10/01/2019		253.11CR	090097	
	I-342337	NORTHEAST AUTO PARTS INC	R	10/01/2019		19.74CR	090097	
	I-342379	NORTHEAST AUTO PARTS INC	R	10/01/2019		178.58CR	090097	
	I-342399	NORTHEAST AUTO PARTS INC	R	10/01/2019		9.81CR	090097	
	I-342412	NORTHEAST AUTO PARTS INC	R	10/01/2019		223.63CR	090097	
	I-342426	NORTHEAST AUTO PARTS INC	R	10/01/2019		17.06CR	090097	
	I-342502	NORTHEAST AUTO PARTS INC	R	10/01/2019		59.41CR	090097	1,650.73

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	10/01/2019			090098	**VOID**
5433	NORTHEAST WI TECH COLLEGE							
	I-CS33516	NORTHEAST WI TECH COLLEGE	R	10/01/2019		249.00CR	090099	249.00
5222	P J KORTENS & CO INC							
	I-10021651	P J KORTENS & CO INC	R	10/01/2019		675.63CR	090100	
	I-10021654	P J KORTENS & CO INC	R	10/01/2019		172.50CR	090100	848.13
0499	PACK AND SHIP LLC							
	I-213069	PACK AND SHIP LLC	R	10/01/2019		12.00CR	090101	12.00
0197	PACKER CITY INTL TRUCKS INC							
	I-X101111636:01	PACKER CITY INTL TRUCKS INC	R	10/01/2019		34.36CR	090102	
	I-X101111908:01	PACKER CITY INTL TRUCKS INC	R	10/01/2019		227.85CR	090102	
	I-X101112771:01	PACKER CITY INTL TRUCKS INC	R	10/01/2019		151.90CR	090102	
	I-X101112962:01	PACKER CITY INTL TRUCKS INC	R	10/01/2019		164.12CR	090102	
	I-X101112982:01	PACKER CITY INTL TRUCKS INC	R	10/01/2019		8.48CR	090102	586.71
1331	PACKER FASTENER & SUPPLY INC							
	I-463204	PACKER FASTENER & SUPPLY INC	R	10/01/2019		8.02CR	090103	8.02
7929	WALTER PAPPAS							
	I-201909259813	WALTER PAPPAS	R	10/01/2019		63.15CR	090104	63.15
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-82453	PM SUPPLY - WRIGHT INDUSTRIAL	R	10/01/2019		183.74CR	090105	
	I-82480	PM SUPPLY - WRIGHT INDUSTRIAL	R	10/01/2019		201.51CR	090105	
	I-82499	PM SUPPLY - WRIGHT INDUSTRIAL	R	10/01/2019		87.87CR	090105	
	I-82509	PM SUPPLY - WRIGHT INDUSTRIAL	R	10/01/2019		112.82CR	090105	
	I-82553	PM SUPPLY - WRIGHT INDUSTRIAL	R	10/01/2019		313.87CR	090105	
	I-82568	PM SUPPLY - WRIGHT INDUSTRIAL	R	10/01/2019		55.76CR	090105	955.57
0208	POMP'S TIRE SERVICE INC							
	I-90058646	POMP'S TIRE SERVICE INC	R	10/01/2019		281.82CR	090106	
	I-90059196	POMP'S TIRE SERVICE INC	R	10/01/2019		308.98CR	090106	590.80
0211	POSITIVE PROMOTIONS							
	I-23446765	POSITIVE PROMOTIONS	R	10/01/2019		278.45CR	090107	278.45
7923	QUEST DIAGNOSTICS							
	I-T1244939	QUEST DIAGNOSTICS	R	10/01/2019		52.75CR	090108	52.75

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0220	QUILL CORP I-1048573	QUILL CORP	R	10/01/2019		134.44CR	090109	134.44
7584	R LEWIS TECHNOLOGIES INC I-9564	R LEWIS TECHNOLOGIES INC	R	10/01/2019		90.75CR	090110	90.75
7983	RAINMASTER IRRIGATION INC I-24575	RAINMASTER IRRIGATION INC	R	10/01/2019		494.02CR	090111	494.02
6948	RAY'S TIRE I-1008237	RAY'S TIRE	R	10/01/2019		628.91CR	090112	628.91
0228	RENT A FLASH OF WISCONSIN INC I-67858	RENT A FLASH OF WISCONSIN INC	R	10/01/2019		2,142.10CR	090113	2,142.10
0501	SAINT MARY'S HOSPITAL I-23089	SAINT MARY'S HOSPITAL	R	10/01/2019		3.71CR	090114	3.71
0235	SAINT VINCENT HOSPITAL I-50140	SAINT VINCENT HOSPITAL	R	10/01/2019		57.58CR	090115	57.58
4875	SANOFI PASTEUR I-912945479	SANOFI PASTEUR	R	10/01/2019		74.62CR	090116	74.62
0239	JUDITH SCHMIDT LEHMAN I-201909259814	JUDITH SCHMIDT LEHMAN	R	10/01/2019		437.60CR	090117	437.60
3234	SHERWIN WILLIAMS I-5071-B	SHERWIN WILLIAMS	R	10/01/2019		84.00CR	090118	84.00
4094	STATE BAR OF WISCONSIN I-5067149	STATE BAR OF WISCONSIN	R	10/01/2019		24.12CR	090119	24.12
0257	STREICHER'S INC I-I1386338	STREICHER'S INC	R	10/01/2019		37.98CR	090120	37.98
3378	STRYKER SALES CORP I-2775641M	STRYKER SALES CORP	R	10/01/2019		310.00CR	090121	310.00
7984	SAMANTHA TONN I-201909259820	SAMANTHA TONN	R	10/01/2019		99.17CR	090122	99.17

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1301	TRACE ANALYTICS INC							
	I-19-17062	TRACE ANALYTICS INC	R	10/01/2019		368.00CR	090123	368.00
6162	TRUGREEN							
	I-109898059	TRUGREEN	R	10/01/2019		60.00CR	090124	
	I-109938915	TRUGREEN	R	10/01/2019		199.87CR	090124	259.87
0272	UNIFORM SHOPPE INC							
	I-291086	UNIFORM SHOPPE INC	R	10/01/2019		739.85CR	090125	
	I-291123	UNIFORM SHOPPE INC	R	10/01/2019		109.95CR	090125	
	I-291124	UNIFORM SHOPPE INC	R	10/01/2019		109.95CR	090125	
	I-291126	UNIFORM SHOPPE INC	R	10/01/2019		109.95CR	090125	
	I-291127	UNIFORM SHOPPE INC	R	10/01/2019		109.95CR	090125	
	I-291132	UNIFORM SHOPPE INC	R	10/01/2019		79.90CR	090125	
	I-291157	UNIFORM SHOPPE INC	R	10/01/2019		7.95CR	090125	
	I-291186	UNIFORM SHOPPE INC	R	10/01/2019		58.95CR	090125	
	I-291201	UNIFORM SHOPPE INC	R	10/01/2019		59.95CR	090125	
	I-291255	UNIFORM SHOPPE INC	R	10/01/2019		406.95CR	090125	1,793.35
0277	VAN'S FIRE & SAFETY INC							
	I-4127227	VAN'S FIRE & SAFETY INC	R	10/01/2019		210.65CR	090126	
	I-4127560	VAN'S FIRE & SAFETY INC	R	10/01/2019		282.18CR	090126	
	I-4127561	VAN'S FIRE & SAFETY INC	R	10/01/2019		51.00CR	090126	543.83
7246	MICHAEL VANDENBUSH							
	I-201909259815	MICHAEL VANDENBUSH	R	10/01/2019		28.00CR	090127	28.00
3767	VDH ELECTRIC							
	I-22032	VDH ELECTRIC	R	10/01/2019		2,755.68CR	090128	2,755.68
3707	VIKING ELECTRIC SUPPLY							
	I-S002952046.001	VIKING ELECTRIC SUPPLY	R	10/01/2019		554.79CR	090129	554.79
0280	MICHAEL J WALSH							
	I-201909259821	MICHAEL J WALSH	R	10/01/2019		60.32CR	090130	60.32
1896	MIKE WESSLEY							
	I-201909259816	MIKE WESSLEY	R	10/01/2019		50.41CR	090131	50.41
0256	WI BUILDING SUPPLY							
	I-1310184	WI BUILDING SUPPLY	R	10/01/2019		916.33CR	090132	916.33

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0294	WI DEPT OF TRANSPORTATION	BBS						
	I-395-0000144140	WI DEPT OF TRANSPORTATION	BBS	R 10/01/2019		63.50CR	090133	63.50
1210	WIL KIL PEST CONTROL							
	I-3739979	WIL KIL PEST CONTROL		R 10/01/2019		113.00CR	090134	
	I-3740595	WIL KIL PEST CONTROL		R 10/01/2019		115.50CR	090134	228.50
7291	ERIC ZYGARLICHE							
	I-201909259817	ERIC ZYGARLICHE		R 10/01/2019		162.12CR	090135	162.12

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	97	0.00	390,506.61	390,506.61
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	99	0.00	390,506.61	390,506.61

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	10/2019	138,465.69CR
201	10/2019	3,607.11CR
208	10/2019	88.35CR
209	10/2019	10,069.76CR
291	10/2019	7,250.00CR
292	10/2019	7,250.00CR
405	10/2019	200,389.13CR
415	10/2019	975.26CR
460	10/2019	4,097.50CR
601	10/2019	9,778.66CR
650	10/2019	8,535.15CR
=====		
ALL		390,506.61CR

Attachment: 10-1-19 VOUCHERS (8797 : Voucher approval.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **October 1, 2019**

DEPARTMENT: **City Clerk**

FROM: **Carey Danen**

SUBJECT: **Future agenda items.**



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 1, 2019

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Update on Project 16-04B and Possible Action on that Contract
Under the City's Standard Specifications
