Common Council

Regular Meeting

Agenda

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

Tuesday, May 6, 2025 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **May 6, 2025** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE**.

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

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

OR

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

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the April 15, 2025 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Presentation of Police Department Awards Ahead of National Police Week.
6. Consideration and Possible Action on Fitter and Faster Swim Camp Agreement at VFW Pool.
7. Recommendation from the License Committee on an application for Change of Agent for Green Room Theatre, LLC, DBA ComedyCity Theatre, 365 Main Av Suite E.
8. Resolution #25-53 Authorizing Donation Agreement with Downtown De Pere Inc.

9. Resolution #25-54 Approving Home Improvement Loan and Authorizing Disbursement to Kristy N. Pikus.

II. Future Agenda Items

III. Adjournment

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

Agenda Sent To:
Alderpersons
City Manager
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Nicholas Wallander, ComedyCity Theatre

City of De Pere, Wisconsin **I.3**

Request for Common Council Action

MEETING DATE:	May 6, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Approval of the minutes of the April 15, 2025 Common Council meeting.
RECOMMENDED ACTION:	motion to approve

ATTACHMENTS:
4-15-25 Common Council Minutes_draft

Common Council

Regular Meeting

Draft Minutes

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

Tuesday, April 15, 2025	7:30 PM	Council Chambers/Virtual

I. Call to Order

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

1. Roll Call.

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the April 2, 2025 Common Council meeting.

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

4. Public Hearing to Act on a Request for a Zoning Map Amendment at 2005 Commerce Drive.

   a. Notice of Public Hearing.

      The public hearing was published in the Press Times on March 28 and April 4, 2025.

   b. Recommendation from Plan Commission.

      Mayor Boyd declared the public hearing open; no one wished to speak so he declared the hearing closed.

   c. Ordinance #25-04 Approving Zoning Map Amendment from BP-2 Business Park 2 District to PI-1, Neighborhood Public & Institutional District for 2005 Commerce Drive.

      Public Works Director Scott Thoresen stated that very little will change at the compost site, and residents won't see much difference.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Jonathon Hansen
SECONDER:	Pamela Gantz

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

5. Public Hearing to Act on a Request for a Conditional Use for Fabrication and Production: High-Impact at 1776 W Matthew Drive.

    a. Notice of Public Hearing.
    The public hearing was published in the Press Times on March 28 and April 4, 2025.

    b. Recommendation from Plan Commission.

    Development Services Director Dan Lindstrom reported that staff has not received any calls regarding this request. The City does have another chemical blending operation near this one, and no complaints have been received for that location either. Mayor Boyd declared the public hearing open; no one wished to speak so he declared the hearing closed.

    c. Resolution #25-38 Authorizing and Approving a Conditional Use of Fabrication and Production: High-Impact in a BP-2 District (1776 West Matthew Drive).

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

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

    None.

7. Recommendation from Finance-Personnel Committee to Use State FAP Funding for the Fire Department to Purchase Boat Engines and Associated Work from Dave's Sport and Marine in the amount of $39,846.38.

    Interim Fire Chief Jack Mlnarik answered questions regarding the balance remaining in the program. He reported that the boat engine had been slated for inclusion in the 2026 budget, so staff will be able to take that out.

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

8. Recommendation from the Board of Public Works to Reject all Bids for Ninth Street Tower Cleaning and Overcoating Project.

RESULT:	**BIDS REJECTED [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina
SECONDER:	Dan Carpenter
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Devin Perock, John Quigley, James Boyd

9. Recommendation from the Board of Public Works on Award of Contract 25-02 Northeast Street Reconstruction and Utility Relay to Kruczek Construction, Inc. in the amount of $1,565,565.00.

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

10. Recommendation from the Board of Public Works on Award of Contract 25-05 Sidewalk and Curb Repairs to Highway Landscapers, Inc. in the amount of $474,280.00.

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

11. Recommendation from the Board of Public Works to Select Cost-Share Option as Sidewalk Alternative for Main Avenue between Seventh Street and Sixth Street.

    Public Works Director Scott Thoresen provided an updated rendering from the Department of Transportation that had been requested by Board of Public Works members at their meeting.

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

12. Recommendation from the Board of Public Works for Temporary Repairs to Rockland Road.

    The motion and second were to approve Option 2, posting “Rough Road” signs and filling potholes with gravel until the road is closed for GV-16 construction.

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

13. Recommendation from the License Committee on an Application for Change of Agent for De Pere Cultural Foundation Inc., DBA Mulva Cultural Center, 221 S. Broadway.

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

14. Recommendation from the License Committee on an Application for a Class "A" Fermented Malt Beverage and "Class A" Intoxicating Liquor License for AANR LLC (DBA Broadway BP), 302 N Broadway. Agent: Devendra Tiwari, Abrams, WI.

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

15. Ordinance #25-05 Amending Chapter 150 De Pere Municipal Code Regarding Traffic and Vehicles.

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

16. Resolution #25-39 Authorizing Consultant Agreement with Tweet-Garot Mechanical, Inc. for Air Conditioning Replacement at Community Center.

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

17. Resolution #25-40 Authorizing Transfer of $8,672.01 from Unassigned Reserves for Water Heater Replacement at Community Center.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Devin Perock
SECONDER:	Pamela Gantz

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

18. Resolution #25-41 Authorizing Third Extension of Lease Agreement with Brown County Ice Management, Inc.

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

19. Resolution #25-42 Approving Operation and Maintenance Assistance Agreement with Carrico Aquatics.

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

20. Resolution #25-43 Authorizing Sponsorship Agreement with Fox Communities Credit Union for Holiday Light Event at Voyageur Park (2025-2027).

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

21. Resolution #25-44 Approving ATM Site/Location Agreement with Convenient ATM Services, Inc.

    Parks Director Marty Kosobucki reported that there is no cost to the City for this agreement, and the City also does not receive any revenue from it. The ATM is simply being provided as a convenience for beer garden attendees.

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

22. Resolution #25-45 Authorizing Contractor Agreement with Faith Leak Detection Services LLC (2025 Hydrant Painting).

Public Works Director Scott Thoresen answered questions about the timeline of the project and steps the contractor will take to avoid overspray.

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

23. Resolution #25-46 Authorizing Installment Payments of Sidewalk Repair or Replacement Expenses in Excess of $1,000 Ordered under Wis. Stat. §66.0907.

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

24. Resolution #25-47 Ordering Installation of Sidewalks at Various Locations for 2026.

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

25. Resolution #25-48 Authorizing Agreement for Consulting Services with Avineon, Inc. (Geographic Information Systems Upgrade).

    GIS Manager Kristen Vincent answered questions about enhancements that can be expected with the upgrade.

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

26. Resolution #25-49 Ratifying Contract with the De Pere Police Benevolent Association (2024-2026).

    Finance Director-Treasurer Pam Manley reported that staff will work on back pay for the Fire Department first, and then the Police Department. She explained that the back pay will be a lump sum for that one year. Human Resources Director Shannon Metzler informed Council members that the contract resolves all outstanding issues, and that the total net impact will be

approximately $350,000. Staff will have to do a budget amendment request at the end of the year if there is not enough remaining in the budget to cover the cost.

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

27. Resolution #25-50 Ratifying Contract with the De Pere Professional Firefighter's Association IAFF Local #141 (2024-2026).

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

28. Resolution #25-51 Authorizing Transfer of $23,000 from Unassigned Reserves to Fund Emergency Sewer Repairs at Fire Station 1.

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

29. Resolution #25-52 Appointing City Manager, Kimberly Flom, to Central Brown County Water Authority Board of Directors.

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

30. Appointments and Reappointments to Boards and Commissions by Mayor Boyd.

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

31. Elections by the Common Council.

A. President of the Common Council.

Mayor Boyd asked for nominations. Kundinger nominated Ledvina, seconded by Carpenter. Boyd then declared the nominations closed. Upon vote, Alderperson Ledvina was unanimously elected as President of the Common Council.

B. Alderperson Members of the Plan Commission.

Mayor Boyd asked for nominations. Ledvina nominated Hansen, seconded by Perock; Gantz nominated Perock, seconded by Carpenter. Boyd then closed the nominations. Upon vote, Alderpersons Hansen and Perock were elected to the Plan Commission.

II. Future Agenda Items

Alderperson Hansen pointed out that the municipal code still references a deputy mayor under the new city manager form of government. Assistant Attorney Eric Erdman said staff will look at revamping the necessary parts of the code and bring revisions to a future Finance-Personnel Committee meeting.

III. Adjournment

Mayor Boyd moved, seconded by Alderperson Ledvina to adjourn the meeting at 8:22 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin **I.5**

Request for Common Council Action

MEETING DATE:	May 6, 2025
DEPARTMENT:	Police
FROM:	Jeremy Muraski, Police Chief
SUBJECT:	Presentation of Police Department Awards Ahead of National Police Week.
RECOMMENDED ACTION:	

ATTACHMENTS:
None

City of De Pere, Wisconsin **I.6**

Request for Common Council Action

MEETING DATE:	May 6, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT:	Consideration and Possible Action on Fitter and Faster Swim Camp Agreement at VFW Pool.
RECOMMENDED ACTION:	Staff recommends approval of the Fitter and Faster Agreement

ATTACHMENTS:
Common Council Cover Memo.Fitter Faster Agreement, Park Board Memo - Fitter and Faster Contract Agreement Approval 2025, FFT_De_Pere_WI__Host_Agreement_June_14-15 (clean 5-25), Fitter and Faster Contract Agreement 2025 (redlined)

CITY OF DE PERE
MEMO

To: City Council
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: May 6, 2025

RE: Consideration and Possible Action to Approve the Fitter and Faster Agreement at VFW Pool

Staff is asking for approval of the agreement for the Fitter and Faster program prior to Park Board review and approval. The item was scheduled for the April Park Board meeting, however that meeting was cancelled due to a lack of quorum. Unfortunately, due to timing issues we are not able to wait until the May Park Board meeting. Our staff has reviewed the agreement with our Legal Department and in approval.

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Chelsea Moberg
Date: April 17, 2025
RE: Consideration and Possible Action to Approve the Fitter and Faster Swim Tour Contract

Staff recommends approval of the included contract with the Fitter and Faster Swim Tour company. We plan to offer a series of four competitive swimming clinics in partnership with their company.

Fitter and Faster is a well-known, national level swimming organization that brings in two Elite swimmers (sometimes Olympians) to run clinics for competitive swimmers. We selected dates that are often not rented (June 14th and June 15th) and we are offering this outside of open swim hours to prevent the disruption of pool services to our community. It is a mutually beneficial programming option & would get a lot of swimmers into our pool from the local area.

The business will provide insurance, naming De Pere as additionally insured. We will provide lifeguards and pool management staff on site. There is zero cost on our end beyond our staffing which is minimal (and already budgeted for). The business will pay us a rental fee of $1,080 for the use of VFW Aquatic Facility, cover all other related expenses, and process the registrations for the event.

This rental agreement has been reviewed and approved by our legal counsel.

Thank you for your time and consideration.

Docusign Envelope ID: 397FF35D-EB0F-4529-9373-F15A67258D9E

Dear Chelsea,

Thank you for selecting Fitter and Faster Swim Tour, LLC ("FFT") to produce swim camps for you. This agreement ("Agreement") is by and between City of De Pere ("Host") and FFT.

A. **Term:** The Term of this Agreement shall commence upon signing ("Effective Date"), and shall continue through June 14, 2025 (the Term").

B. **FFT Swim Camp** – FFT shall produce a minimum of 1 Set(s) of Swim Camps ("Swim Camps") approximately every ____ months during the Term of the Agreement.

1. Fee: "Host" shall pay to FFT a fee of $N/A to secure each FFT Swim Camp.

2. Dates and Locations: Swim Camps shall take place at a location mutually agreed upon by both parties at least 90 days before they are to occur. *Currently agreed upon dates and locations are listed in the "Addendum" to this agreement.*

3. Sessions: Each Swim Camp will have a minimum of 4 sessions. If it is discovered that it makes sense to either add an additional Session or to combine the Sessions, FFT will discuss this option with the Host and come to a mutually beneficial solution to be outlined via email. Details including the number of Sessions and curriculum for each will be mutually agreed upon by the parties via email during the planning stages for each Swim Camp.

4. Regional Business Manager: FFT shall provide the Host with an "elite" level Clinician(s) and/or Coach(es) ("Clinician") who will lead each Swim Camp. Clinician(s) shall bring their Olympic or other Elite Competition level medals or awards. **All expenses associated with the Clinician shall be the sole and exclusive responsibility of FFT and shall include travel to and from the Camp, hotel, ground transportation and any appearance fees**. a) Clinician(s) will be available for photographs and autographs with Camp Participants. In addition, Participants and parents may take their own photographs. FFT hereby gives Host the right to use and/or publish any photograph(s) or image(s), both singly and in conjunction with other persons or objects and presentations, advertising, publicity, and promotion relating thereto, and hereby releases Host, its officers, officials and employees from any and all liability from such use and/or publication. FFT understands that it will not be entitled to any form of compensation for their use, and it waives any claims it may have under the Right to Privacy statute (Wis. Stat. §995.50).

b) Clinician(s) will engage Participants in activities relevant to the curriculum of the particular Swim Camp.

5. Coaches Program - The FFT Coaches Program is highly regarded in elite swimming circles. American Swimming Coaches Association members (ASCA) who are doing their "certification update" or a "certification upgrade" need to "list ALL camps and clinics attended" since their last certification. Coaches who list the FFT camps that they attended get "**lifetime education units**". FFT encourages all coaches on the Host team to arrive 30 minutes before "sign-in" of any session to get to know the Clinician better and to play an active role in the camp. This is a great opportunity to learn, share information and build relationships.

6. Promotion and Registration – FFT shall assist the Host with the promotion of the Swim Camp. FFT will provide for the following services:
   a) A dedicated web page within fitterandfaster.com containing information regarding the Swim Camp and allowing for online registration by Participants.
   b) Emails to encourage registration and participation in the Swim Camp.
   c) When appropriate and at the discretion of FFT, FFT shall use commercially reasonable efforts to promote the Swim Camp through additional and alternative means including in partnership with FFT sponsors, Facebook and other social media.
   d) Upon request of the Host, FFT shall prepare customized flyers for distribution to teams and coaches in their area. Host shall be responsible for the reproduction and distribution of Camp Flyers including all

expenses.

7. Participant Gifts – Each Camp Participant shall receive a gift from FFT or one of its sponsors.

8. All signage, merchandise and promotional items will be brought by the Clinician(s) or sent to the Camp in advance at FFT's expense.

Docusign Envelope ID: 397FF35D-EB0F-4529-9373-F15A67258D9E

9. Insurance - If required, certificates of Insurance for the Camp will be provided by and at the expense of FFT. In conducting its activities under the Agreement, FFT shall maintain all appropriate liability insurance for injury to any person or property arising from its activities relating to this Agreement. FFT shall provide Host with a Certificate of Liability Insurance in amounts of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, naming the City of De Pere as an additional insured on the liability policy thereunder, and shall provide the City of De Pere with a certificate of insurance outlining such required coverage and naming the City of De Pere as an additional insured thereunder for purposes of the Agreement. Such liability insurance shall provide the City of De Pere with not less than 30 days' notice of cancellation.

10. Fees & Bonuses - FFT will pay the following fees and/or bonuses to the Host and/or the Facility in which any is produced.

a)Facility & Lifeguard Fees:

i. FFT agrees to pay $ 1,080.00 for pool rental, lifeguard staffing and other services to the Facility in which the Camps will take place.

ii. Payments shall be made out to City of De Pere

iii. Payments shall be sent to the following address 600 Grant St

De Pere, WI 54115

iv. Following the completion of each camp, the payment shall be sent to the attention of Chelsea Meberg.

v. Please provide FFT with a W9 form and send it to accounting@fitterandfaster.com. FFT will need this form in order to process any payments.

b)Host Bonuses: N/A

i. FFT agrees to pay Host _____.

ii. Payments shall be made out to

_____

iii. Payments shall be sent to the following address

_____following completion of each camp

iv. Payments shall be sent to the attention of _____.

v. If the payment to the Host is **different** than for the facility, please provide FFT with a W9 form and send it to accounting@fitterandfaster.com. FFT will need this form in order to process any payments.

C. **Rights and Responsibilities of Host**

1. **Volunteer Assistance** - Host will secure a minimum of one volunteer to greet and check in participants for each session of the camp. The Volunteers should arrive no later than 15 minutes before sign-in for the session in which she/he will be assisting.

2. **Promotions**: Host shall use the promotional materials provided by FFT listed in Section B6 of this Agreement to promote

the Camp. Host shall utilize these materials in generating participation for the Camp with, (1) Host's team, (2) other local teams, (3) other places within Host's local community such as the media and local sports commission and (4) Host's Local Swim Committee (LSC)

3. **Pool and Lifeguards** - Host shall be responsible for reserving the pool, gymnasium, lifeguard(s) and any other necessity to ensure the Camp can be executed. Host shall further ensure that FFT, will have access to the facility at least one (1) hour prior to the sign-in of participants to set up for the clinic; perform the clinic; and have adequate time for clean-up.

D. **Notices** – All legal notices or communications required or necessary under this agreement shall be made in writing via email as follows:

If to Client:

Name: _____
Address 1: _____
600 Grant St
Address 2: _____
De Pere, WI 54115
City, State, Zip _____
Email: _____
Phone: _____

Docusign Envelope ID: 397FF35D-EB0F-4529-9373-F15A67258D9E

If to FFT:

Fitter and Faster Tour, LLC
2275 Research Blvd. Suite 500
Rockville, MD 20850
patty@fitterandfaster.com
786-837-6880

E. **Additional Terms**

1. This Agreement represents and contains the entire Agreement and understanding amongst the Parties hereto with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written agreements and understandings. Any amendments to this agreement shall be signed by the Parties hereto.

2. FFT's relationship with Host shall be that of an independent contractor, and nothing contained in the Agreement of the services to be performed or the rights granted hereunder shall be construed as establishing an employer/employee relationship, partnership, or joint venture between FFT and Host.

3. Any photographs or videos taken by or for FFT or Clinician at any Swim Camp or other FFT event shall be the property of FFT. Notwithstanding any of the foregoing, FFT hereby gives Host the right to use and/or publish any photograph(s), video(s) or image(s), both singly and in conjunction with other persons or objects and presentations, advertising, publicity, and promotion relating thereto, and hereby releases Host, its officers, officials and employees from any and all liability from such use and/or publication. FFT understands that it will not be entitled to any form of compensation for their use, and it waives any claims it may have under the Right to Privacy statute (Wis. Stat. §995.50).

4. Should any non-material portion (word, clause, phrase, sentence, paragraph or section) of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

5. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Wisconsin, without regard to any choice of law provisions, rules, statutes or the like.

6. Host shall not under any circumstances solicit the personal services of any Clinician outside the scope of this Agreement.

7. This Agreement shall be binding upon, and insure to the benefit of, the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, no Party shall have any right to assign this Agreement without the prior written consent of all other Parties to this Agreement, such consent not to be unreasonably conditioned, withheld or delayed. However, in no event may the personal services required of Clinicians be assigned.

8. To the fullest extent permitted by law, FFT shall indemnify and hold harmless the City of De Pere, its officers, officials, employees and agents from any and all claims, expenses or demands for loss of or damage to property, injury or death to any person from any cause whatsoever, and/or the violation of any law, ordinance or regulation (including, but not limited to all fees and charges of attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the services specified in this Agreement, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of FFT or its officers, directors, partners, employees, agents, representatives or contractors in the performance and furnishing of FFT's services under this Agreement, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. Each Party hereto has full authority to execute and perform this Agreement, and has obtained all necessary authorizations to enter into, execute and deliver this Agreement.

If you are in agreement with the terms and conditions detailed above, please provide your signature and date below.

Thank you for choosing the Fitter & Faster Swim Tour! We look forward to producing your Swim Camp(s).

AGREED AND ACCEPTED:

Host:

By: _____

Name**:** _____

Date: _____

FFT:

By: _____

Name: _____

Date: _____

Docusign Envelope ID: 397FF35D-EB0F-4529-9373-F15A67258D9E

FITTER & FASTER
AMERICA'S #1 SWIM CAMPS

Addendum 730 Grant St,

Agreed upon dates and locations of upcoming

Swim Camps: Camp 1:

June 14-15, VFW AQUATIC De Pere, WI 54115

Dates: _____ Facility Name: _____ Facility Address: _____

2025 FACILITY

Camp 2 (if known or applicable):

Dates: _____ Facility Name: _____ Facility Address: _____

Camp 3 (if known or applicable):

Dates: _____ Facility Name: _____ Facility Address: _____

Camp 4 (if known or applicable):

Dates: _____ Facility Name: _____ Facility Address: _____

Camp 5 (if known or applicable):

Dates: _____ Facility Name: _____ Facility Address: _____

If more than five dates please add additional info below if relevant:

Additional Terms:

June 14/15

6:45am - 12:45pm

Docusign Envelope ID: 397FF35D-EB0F-4529-9373-F15A67258D9E

Dear Chelsea,

Thank you for selecting Fitter and Faster Swim Tour, LLC ("FFT") to produce swim camps for you. This agreement ("Agreement") is by and between City of De Pere ("Host") and FFT.

A. **Term:** The Term of this Agreement shall commence upon signing ("Effective Date"), and shall continue through June 14, 2025 (the Term").

B. **FFT Swim Camp** – FFT shall produce a minimum of 1 Set(s) of Swim Camps ("Swim Camps") approximately every N/A months during the Term of the Agreement.

1. Fee: "Host" shall pay to FFT a fee of $_____ to secure each FFT Swim Camp.

2. Dates and Locations: Swim Camps shall take place at a location mutually agreed upon by both parties at least 90 days before they are to occur. *Currently agreed upon dates and locations are listed in the "Addendum" to this agreement.*

3. Sessions: Each Swim Camp will have a minimum of 4 sessions. If it is discovered that it makes sense to either add an additional Session or to combine the Sessions, FFT will discuss this option with the Host and come to a mutually beneficial solution to be outlined via email. Details including the number of Sessions and curriculum for each will be mutually agreed upon by the parties via email during the planning stages for each Swim Camp.

4. Regional Business Manager: FFT shall provide the Host with an "elite" level Clinician(s) and/or Coach(es) ("Clinician") who will lead each Swim Camp. Clinician(s) shall bring their Olympic or other Elite Competition level medals or awards. **All expenses associated with the Clinician shall be the sole and exclusive responsibility of FFT and shall include travel to and from the Camp, hotel, ground transportation and any appearance fees** . a) Clinician(s) will be available for photographs and autographs with Camp Participants. In addition,

Participants and parents may take their own photographs. FFT hereby gives Host the right to use and/or publish any photograph(s) or image(s), both singly and in conjunction with other persons or objects and presentations, advertising, publicity, and promotion relating thereto, and hereby releases Host, its officers, officials and employees from any and all liability from such use and/or publication. FFT understands that it will not be entitled to any form of compensation for their use, and it waives any claims it may have under the Right to Privacy statute (Wis. Stat. §995.50).

b) Clinician(s) will engage Participants in activities relevant to the curriculum of the particular Swim Camp.

5. Coaches Program - The FFT Coaches Program is highly regarded in elite swimming circles. American Swimming Coaches Association members (ASCA) who are doing their "certification update" or a "certification upgrade" need to "list ALL camps and clinics attended" since their last certification. Coaches who list the FFT camps that they attended get " **lifetime education units**". FFT encourages all coaches on the Host team to arrive 30 minutes before "sign-in" of any session to get to know the Clinician better and to play an active role in the camp. This is a great opportunity to learn, share information and build relationships.

6. Promotion and Registration – FFT shall assist the Host with the promotion of the Swim Camp. FFT will provide for the following services:
   a) A dedicated web page within fitterandfaster.com containing information regarding the Swim Camp and allowing for online registration by Participants.
   b) Emails to encourage registration and participation in the Swim Camp.

c)When appropriate and at the discretion of FFT, FFT shall use commercially reasonable efforts to promote the Swim Camp through additional and alternative means including in partnership with FFT sponsors, Facebook and other social media.

d) Upon request of the Host, FFT shall prepare customized flyers for distribution to teams and coaches in their area. Host shall be responsible for the reproduction and distribution of Camp Flyers including all expenses.

7. Participant Gifts – Each Camp Participant shall receive a gift from FFT or one of its sponsors.

8. All signage, merchandise and promotional items will be brought by the Clinician(s) or sent to the Camp in advance at FFT's expense.

Docusign Envelope ID: 397FF35D-EB0F-4529-9373-F15A67258D9E

9. Insurance - If required, certificates of Insurance for the Camp will be provided by and at the expense of FFT. In conducting its activities under the Agreement, FFT shall maintain all appropriate liability insurance for injury to any person or property arising from its activities relating to this Agreement. FFT shall provide Host with a Certificate of Liability Insurance in amounts of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, naming the City of De Pere as an additional insured on the liability policy thereunder, and shall provide the City of De Pere with a certificate of insurance outlining such required coverage and naming the City of De Pere as an additional insured thereunder for purposes of the Agreement. Such liability insurance shall provide the City of De Pere with not less than 30 days' notice of cancellation.

10. Fees & Bonuses - FFT will pay the following fees and/or bonuses to the Host and/or the Facility in which any is produced.

a)Facility & Lifeguard Fees:

i. FFT agrees to pay $1,080.00 for pool rental, lifeguard staffing and other services to the Facility in which the Camps will take place.

ii. Payments shall be made out to City of De Pere

iii. Payments shall be sent to the following address 600 Grant St

De Pere, WI 54115

iv. Following the completion of each camp, the payment shall be sent to the attention of Chelsea Moberg.

v. Please provide FFT with a W9 form and send it to accounting@fitterandfaster.com. FFT will need this form in order to process any payments.

b)Host Bonuses: N/A

i. FFT agrees to pay Host _____.

ii. Payments shall be made out to _____

iii. Payments shall be sent to the following address _____following completion of each camp

iv. Payments shall be sent to the attention of _____.

v. If the payment to the Host is **different** than for the facility, please provide FFT with a W9 form and send it to accounting@fitterandfaster.com. FFT will need this form in order to process any

payments.

C. **Rights and Responsibilities of Host**

1. **Volunteer Assistance** - Host will secure a minimum of one volunteer to greet and check in participants for each session of the camp. The Volunteers should arrive no later than 15 minutes before sign-in for the session in which she/he will be assisting.

2. **Promotions**: Host shall use the promotional materials provided by FFT listed in Section B6 of this Agreement to promote the Camp. Host shall utilize these materials in generating participation for the Camp with, (1) Host's team, (2) other local teams, (3) other places within Host's local community such as the media and local sports commission and (4) Host's Local Swim Committee (LSC)

3. **Pool and Lifeguards** - Host shall be responsible for reserving the pool, gymnasium, lifeguard(s) and any other necessity to ensure the Camp can be executed. Host shall further ensure that FFT, will have access to the facility at least one (1) hour prior to the sign-in of participants to set up for the clinic; perform the clinic; and have adequate time for clean-up.

D. **Notices** – All legal notices or communications required or necessary under this agreement shall be made in writing via email as follows:

If to Client:

Name: _____
Address 1: _____
600 Grant St
Address 2: _____
De Pere, WI 54115
City, State, Zip _____
Email: _____
Phone: _____

Docusign Envelope ID: 397FF35D-EB0F-4529-9373-F15A67258D9E

If to FFT:

Fitter and Faster Tour, LLC
2275 Research Blvd. Suite 500
Rockville, MD 20850
patty@fitterandfaster.com
786-837-6880

E. **Additional Terms**

1. This Agreement represents and contains the entire Agreement and understanding amongst the Parties hereto with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written agreements and understandings. Any amendments to this agreement shall be signed by the Parties hereto.

2. FFT's relationship with Host shall be that of an independent contractor, and nothing contained in the Agreement of the services to be performed or the rights granted hereunder shall be construed as establishing an employer/employee relationship, partnership, or joint venture between FFT and Host.

3. Any photographs or videos taken by or for FFT or Clinician at any Swim Camp or other FFT event shall be the property of FFT. Notwithstanding any of the foregoing, FFT hereby gives Host the right to use and/or publish any photograph(s), video(s) or image(s), both singly and in conjunction with other persons or objects and presentations, advertising, publicity, and promotion relating thereto, and hereby releases Host, its officers, officials and employees from any and all liability from such use and/or publication. FFT understands that it will not be entitled to any form of compensation for their use, and it waives any

claims it may have under the Right to Privacy statute (Wis. Stat. §995.50).

4. Should any non-material portion (word, clause, phrase, sentence, paragraph or section) of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

5. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Wisconsin~~Maryland~~, without regard to any choice of law provisions, rules, statutes or the like.

6. Host shall not under any circumstances solicit the personal services of any Clinician outside the scope of this Agreement.

7. This Agreement shall be binding upon, and insure to the benefit of, the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, no Party shall have any right to assign this Agreement without the prior written consent of all other Parties to this Agreement, such consent not to be unreasonably conditioned, withheld or delayed. However, in no event may the personal services required of Clinicians be assigned.

8. To the fullest extent permitted by law, FFT shall indemnify and hold harmless the City of De Pere, its officers, officials, employees and agents from any and all claims, expenses or demands for loss of or damage to property, injury or death to any person from any cause whatsoever, and/or the violation of any law, ordinance or regulation (including, but not limited to all fees and charges of attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the services specified in this Agreement, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of FFT or its officers, directors, partners, employees, agents, representatives or contractors in the performance and furnishing of FFT's services under this Agreement, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. Each Party hereto has full authority to execute and perform this Agreement, and has obtained all necessary authorizations to enter into, execute and deliver this Agreement.

If you are in agreement with the terms and conditions detailed above, please provide your signature and date below.

Thank you for choosing the Fitter & Faster Swim Tour! We look forward to producing your Swim Camp(s).

AGREED AND ACCEPTED:

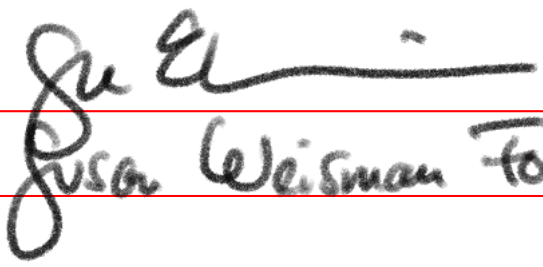
Host:

By: _____

Name: _____

Date: _____

FFT:

By: 

Name: Susan Weisman for FFT

Date: 3/18/2025

Docusign Envelope ID: 397FF35D-EB0F-4529-9373-F15A67258D9E

Addendum

Agreed upon dates and locations of upcoming

Swim Camps: Camp 1:

730 Grant St,

June 14-15, VFW AQUATIC De Pere, WI 54115

Dates: _____ **Facility Name:** _____ **Facility Address:** _____

2025

Camp 2 **(if known or applicable):**

FACILITY

Dates: _____ **Facility Name:** _____ **Facility Address:** _____

Camp 3 **(if known or applicable):**

Dates: _____ **Facility Name:** _____ **Facility Address:** _____

Camp 4 **(if known or applicable):**

Dates: _____ **Facility Name:** _____ **Facility Address:** _____

Camp 5 **(if known or applicable):**

Dates: _____ Facility Name: _____ Facility Address: _____

If more than five dates please add additional info below if relevant:

Additional Terms:

June 14/15

6:45am - 12:45pm

City of De Pere, Wisconsin **I.7**

Request for Common Council Action

MEETING DATE:	May 6, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Recommendation from the License Committee on an application for Change of Agent for Green Room Theatre, LLC, DBA ComedyCity Theatre, 365 Main Av Suite E.
RECOMMENDED ACTION:	Motion to approve - new agent background check was completed and approved by Police Department.

ATTACHMENTS:
ComedyCity_Appointment of Agent, ComedyCity_Individual Questionnaire

City of De Pere, Wisconsin **I.8**

Request for Common Council Action

MEETING DATE:	May 6, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Eric Erdman, Assistant City Attorney
SUBJECT:	Resolution #25-53 Authorizing Donation Agreement with Downtown De Pere Inc.
RECOMMENDED ACTION:	Motion to Approve.

ATTACHMENTS:
Reso25-53, Definitely De Pere Donation Agreement

RESOLUTION #25-53

APPROVING DONATION AGREEMENT BETWEEN
THE CITY OF DE PERE AND DOWNTOWN DE PERE, INC.
(Voyageur Park - Nelson Family Pavilion)

WHEREAS, pursuant to Resolution #21-121, the Common Council approved a Donation Sponsorship Plan for fundraising activities for the Nelson Family Pavilion at Voyageur Park; and

WHEREAS, Downtown De Pere, Inc., d/b/a Definitely De Pere, Inc. has generously offered to pledge a monetary donation of $50,000.00, upon the terms and conditions identified in the Donation Agreement attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The City is grateful to Downtown De Pere Inc. for their generous donation and authorizes the City Manager and City Clerk to execute the attached Donation Agreement Voyageur Park – Nelson Family Pavilion, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

DONATION AGREEMENT

VOYAGEUR PARK - NELSON FAMILY PAVILION

1. **PARTIES.** This Donation Agreement (the "Agreement") is made and entered into this _____day of _____, 2025, by and between the City of De Pere, a Wisconsin municipal corporation located at 335 S. Broadway, De Pere, Wisconsin ("CITY") and Downtown De Pere Inc., 117 N Wisconsin Street, De Pere, Wisconsin, a Wisconsin corporation ("Donor") (each a "Party," collectively, the "Parties").

2. **RECITALS AND PURPOSE.** The Donor commits to provide the CITY with the funds set forth in **Exhibit A** for the purposes set forth in **Exhibit A.**

   Accordingly, in consideration of the mutual promises set forth in this Agreement, the Parties covenant and mutually agree to the terms and conditions set forth in the following paragraphs.

3. **DONATION.** The Donor agrees to disburse to the CITY those funds indicated on the attached **Exhibit A** ("Donation Funds") as soon as possible but in any event no later than ten (10) business days of Donor's receipt from the CITY of an invoice or bill issued by a vendor or service provider. The Donation Funds shall be used for the purpose(s) set forth in **Exhibit A** and as follows: Nelson Family Pavilion facility improvements.

4. **RECEIPT.** Within five (5) business days of receiving the Donation Funds, the CITY shall provide the Donor with a receipt. The receipt must be written on the official letterhead of the CITY and contain the following information: a) the name of the CITY as listed in Section 1 of this Agreement, b) the date the Donation Funds were given, c) and the amount of the Donation Funds received.

5. **DONEE TAX STATUS.** The CITY is a Wisconsin municipal corporation and public body corporate and politic. The Parties desire that the Donation Funds or Gift made by this Agreement are or to be made in compliance with all of the applicable provisions of the Internal Revenue Code of 1986, as amended, and any other applicable laws governing charitable donations.

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

7. **RELATIONSHIP.** Notwithstanding any provision to the contrary in this Donation Agreement, the Parties agree that their relationship with respect to the Donation Funds or Gift contemplated herein is one of donor and donee only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the Parties with respect to such Donation Funds or Gift. Neither Party nor its agents or employees are the representatives of the other Party for any purpose and neither Party has the power or authority as agent, employee, or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

7. **FORCE MAJEURE.** Neither Party shall be deemed to have defaulted or failed to perform under this Agreement if that Party's ability to perform or default shall have been caused by an event or events beyond the control and without the fault of that Party, including fire, flood, explosion, act of God or a public enemy, strike, labor dispute, civil riot, pandemic, or the ability of Donor to provide the Gift is impacted by any of the foregoing ("Force Majeure Event"). Upon the occurrence of the Force Majeure Event, the Party claiming the Force

Majeure Event shall promptly notify the other Party in writing of such event. Notwithstanding the foregoing, in the event of a Force Majeure Event, each Party agrees to make a good faith effort to perform its obligations hereunder.

8. **ASSIGNMENT.** The provisions of this Agreement will be binding on the Parties' successors and assigns. Upon notice to the other Party, either Party may assign this Agreement in whole or in part to any affiliate or subsidiary, or any Party acquiring substantially all of the stock or assets of that Party. Any other assignment shall require the prior written consent of the other Party, with such consent not to be unreasonably withheld.

9. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by regular, certified or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is intended to be given at the address set forth in Section 1 of this Agreement. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

10. **EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.

11. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

12. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

13. **INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

14. **WAIVER OF BREACH.** The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

15. **GOVERNING LAW.** The construction and interpretation of this Agreement and any disputes arising hereunder (whether for breach of contract, tortuous conduct or otherwise) shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving reference to its conflict of laws principles. In the event any suit, action or proceeding is brought by either Party with respect to this Agreement or the matters contemplated herein, such action, suit or proceeding shall be brought in the state courts located in Brown County, Wisconsin and both Parties hereby accept, consent and submit to the exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.

16. **SEVERABILITY.** If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

17. **AUTHORITY.** The Party represents that it has full power and authority to execute this Agreement and to carry out the transactions contemplated hereby, and that all corporate action on the part of such Party, its officers, directors, employees, and/or shareholders and all consents, approvals, orders, authorizations or filings with any federal or state governmental agency necessary for the authorization, execution, delivery and performance of this Agreement by each Party and the consummation of the transactions contemplated herein by each Party has been taken or obtained, and that this Agreement constitutes the legal, valid and binding obligation of such entity.

18. ELECTRONIC SIGNATURE & COPIES. electronic signatures shall constitute original signatures for all purposes of this Agreement. Any and all electronic copies of the Agreement shall be treated as an original version.

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

CITY OF DE PERE

_____

Kimberly T. Flom, City Manager

_____

Carey E. Danen, City Clerk

DOWNTOWN DE PERE INC.

_____

Tina Quigley, Executive Director

EXHIBIT A

Donation Fund Total Amount:

$50,000.00

Fund Disbursement Schedule:

No later than ten (10) business days of Donor's receipt from the CITY of an invoice or bill issued by a vendor or service provider.

Purposes of the Funds:

Nelson Family Pavilion facility improvements

City of De Pere, Wisconsin **I.9**

Request for Common Council Action

MEETING DATE:	May 6, 2025
DEPARTMENT:	Development Services
FROM:	Quasan Shaw, Community & Economic Development Specialist
SUBJECT:	Resolution #25-54 Approving Home Improvement Loan and Authorizing Disbursement to Kristy N. Pikus.
RECOMMENDED ACTION:	The RDA unanimously approved the request on April 28, 2025. Staff is recommending approval.

ATTACHMENTS:
Reso25-54, (DR-2501) Pikus Review Memo 04282025, Mortgage Note-Pikus, Mortgage

RESOLUTION #25-54

APPROVING HOME IMPROVEMENT LOAN AND
AUTHORIZING DISBURSEMENT TO KRISTY N. PIKUS
(606 North Clay Street - Parcel ED-1128-L-24)

WHEREAS, in December of 2024, the Common Council approved the Home Improvement Loan program (amending the former "Deeper Roots" Housing and Affordable Housing Stock Improvement Loan program), to provide loans not to exceed $50,000.00 for eligible applicants seeking to add or remodel living space, making upgrades to home systems (including electrical, plumbing, mechanical) or functionally outdated features to enhance efficiency and bring the home quality to modern standards and code compliance; and

WHEREAS, Kristy N. Pikus, the owner of Parcel ED-1128-L-24, has applied for a loan to remodel the existing kitchen by replacing cabinets and countertops, as well as changing the layout to allow for more space and efficiency, in addition to adding a full bathroom to the laundry room in the basement at her property located at 606 North Clay Street; and

WHEREAS, said application provides cost estimates for contemplated improvements, with eligible expenses in the amount of $29,941.22; and

WHEREAS, this improvement project has been reviewed by the Redevelopment Authority which recommends approval of a Home Improvement Loan in the total amount not to exceed $29,941.22, subject to the provisions set forth below.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council approves the contemplated remodel projects/home improvements submitted by the applicant, as approved by the Redevelopment Authority, and thanks Kristy N. Pikus for investing in her property.

BE IT FURTHER RESOLVED THAT:

The Director of Development Services or their designee is authorized to approve disbursement of the loan in an amount not to exceed $29,941.22 to Kristy N. Pikus, provided the following conditions are met:

1. Final income verification from two most recent paystubs for applicant or 2024 tax filing summary page (with irrelevant personal information redacted).
2. Verification by primary lender that applicant is in good standing.
3. Execution of City's loan, mortgage, and any other necessary documents prepared by City Attorney.
4. Adherence to the terms and conditions of the Home Improvement Loan Program guidelines.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
RDA Approval: 04/28/2025

CITY OF DE PERE
MEMO

To: Redevelopment Authority
From: Quasan Shaw, Community and Economic Development Specialist
Date: April 28, 2025

RE: Consideration and Possible Action on the De Pere Home Improvement Loan for Kristy Pikus, property owner at 606 N. Clay Street, De Pere WI 54115*

Background:

The City received the Home Improvement Loan application on March 9, 2025, from Kristy Pikus, property owner at 606 N. Clay ST.

The applicant proposed to remodel existing kitchen by replacing cabinets and countertops, changing the layout of the cabinets to allow for more space and efficiency. The applicant also proposes to add a full bathroom (shower, vanity, and toilet) to the laundry room in basement. The applicant provided the attached cost quote and existing expenses for the proposed work.

Proposed Scope of Work	1) Remodel existing kitchen by replacing cabinets and countertops, changing the layout of the cabinets to allow for more space and efficiency. 2) Add a full bathroom (shower, vanity, and toilet) to the laundry room in basement.
Applicants:	Kristy Pikus
Location of Home:	606 N. Clay Street
Number of Bedrooms:	3
Age of Structure:	65 Years
Owner Occupied:	Yes
Household Size:	1
Own Home/Purchasing:	Owned – 10 Years
Received multiple Quotes:	Yes
Uses of Funds Cost Summary:	The total cost for structural and interior improvements is $29,941.22. *NOTE: The funds may only be used for improvements made on the primary housing structure and any additions and not any accessory structures on a particular lot unless adding an accessory dwelling unit or backyard cottage to a structure. Work on garages where the primary use is parking cars used by the resident household is an eligible use of loan funds; however, higher priority will be given to attached garages or garages where the primary use is parking cars – other accessory garages do not qualify.* *Funds may also be used to make upgrades to home systems including electrical, plumbing, mechanical, or other systems or functionally outdated systems, to bring them into compliance with current standards and codes, or to modernize them to current quality, efficiency, and performance levels. Replacement or maintenance of home components that are expected to be replaced periodically such as water heaters and fixtures will not be funded. Repayment of any loan application fees incurred as part of this program is an eligible use of loan funds received. All systems (listed above) impacted by improvements shall be brought into full code compliance prior to receiving an occupancy permit. In addition to home system upgrades, loan funds may also be used for sump pump connection, window replacement and insulation improvements, or other measures that will increase the heating and cooling efficiency and overall performance of the home.*

Cost Detail:

606 N. Clay St Home Loan Project Estimate (Applicant Submission)

Vendor	Detail	Budget	Eligible	Notes
Exterior				
Interior				
Plumbing Services	See estimates	$9,425	Yes	
Construction Services	See estimates	$20,516	Yes	
	Total	**$29,941.22**		
	Total Eligible Cost	**$29,941.22**		
		$29,941.22		**Loan Maximum**
				$50,000

Current Property Value: $255,400 (Eligible)

Existing Loan and Debt: Reported and projected loans to value is 49%

Current Property Funding: The applicant is eligible and is requesting a $29,941.22 loan based on their proposed scope of work. The applicant has a mortgage with Community First Credit Union.

Recommendation: Staff recommends approval of the loan request for 606 N. Clay Street (ED-1128-L-24), in an amount not to exceed $29,941.22, to be funded from the ARPA funding, and that the recommendation be forwarded to Council, subject to the following conditions:

- Final income verifications submitted to the City of De Pere – 2 most recent paystubs for owner or if possible 2024 Tax Filing summary page (personal identification information redacted).
- Verification with the Primary Lender that they are in good standing.

- City Attorney final review and preparation of loan agreements.

DE PERE HOUSING IMPROVEMENT LOAN PROGRAM

MORTGAGE NOTE

BORROWER(s) NAME(s): Kristy N. Pikus

BORROWER(s) ADDRESS: 606 North Clay Street, De Pere, WI 54115

LOAN AMOUNT: $29,941.22

DATE: May , 2025

FOR VALUE RECEIVED, the undersigned borrower(s), whether one or more, (the "Borrower") promises to pay the above stated loan amount (the "Loan" or the "Note") to the City of De Pere (the "City"), a Wisconsin municipal corporation, at its offices located at 335 South Broadway, De Pere, WI 54115, on the Due Date, as defined below.

LOAN TERMS: Pursuant to the City's Finance Personnel Committee and Common Council's approval of this Loan/Note, the terms are as follows:

> The City will loan the Borrower $29,941.22 with a loan term of fifteen (15) years. The term of the Loan commences with the first draw of loan funds by the Borrower. The interest rate for the Loan is 1.5 percentage points below the 10-year treasury rate, currently 2.71 Percent (2.71%) with the Loan amortized over fifteen (15) years and shall commence to accrue upon the date of the first disbursement of loan funds. Commencing November 1, 2025, the Borrower shall pay this Note in monthly installments of Two Hundred Two Dollars and 62/100 ($202.62), with a final payment of all unpaid principal and accrued interest at the end of the fifteen-year term (May 1, 2040) (the "Minimum Annual Payment").

THIS LOAN may be prepaid at any time without penalty in full or in part.

THIS NOTE is secured by a mortgage on the property legally described in the attached Exhibit A (the "Property") from the Borrower to the City.

DELINQUENCY CHARGE. If a payment owed under this promissory note is not paid on or before the 15th day after the Due Date, the City may collect a delinquency charge equal to 12% per annum on the unpaid balance until the amount due under this promissory note is paid in full.

THIS NOTE, including the entire balance of principal, together with late charges, shall become immediately due and payable to the City without notice or demand upon the occurrence of the earlier of the following (the "Due Date):

a. Title to, or equitable ownership in, the Property is transferred in any manner;
b. Any indebtedness currently secured by the Property is refinanced; or
c. 15 years from the date of execution of this promissory note.

The Borrower and endorsers of this Note, jointly and severally, agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay to the City reasonable attorney's fees incurred by it for making such collection, through and including all appellate levels and post-judgment proceedings.

No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of any such right or of any other right under this promissory note. A waiver on any one occasion shall not be construed as a bar to or a waiver of any such right on any future occasion. The Borrower for his/herself, his/her successors and assigns, do hereby expressly waive presentment for payment, notice of dishonor, presentment, notice of protest, protest and diligence in collection. It is expressly understood and agreed that the Borrower shall not be released from the covenants herein contained by reason of any forbearance or extension of time granted or release of any subsequent owner or owners of the property mortgaged as secured for this obligation.

This promissory note may not be changed orally, but only by an agreement in writing signed by the parties against whom enforcement is sought.

NOTICE TO BORROWER

A. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.

B. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENTS YOU SIGN.

C. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS NOTE.

Signed and sealed this _____ day of May, 2025, at De Pere, Wisconsin.

_____ (signature)

Kristy N. Pikus _____(print/type)
Borrower

City of De Pere
By:
_____ (signature)

Kimberly T. Flom, City Manager_____ (print/type)

EXHIBIT A

PROPERTY MORTGAGE

State Bar of Wisconsin Form 21-2003

MORTGAGE

Document Number | Document Name

Kristy N. Pikus, a single person

("Mortgagor," whether one or more) mortgages to the City of De Pere, a Wisconsin municipal corporation, its successors or assigns ("Mortgagee," whether one or more), to secure payment of $29,941.22 evidenced by a note or notes, or other obligation ("Obligation") dated May 1, 2025, executed by Mortgagor, pursuant to the Mortgage Note, to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Brown County, State of Wisconsin ("Property"):

Recording Area

Name and Return Address
Attorney Joanne Bungert
City Attorney, City of De Pere
335 South Broadway Street
De Pere, WI 54115

ED-1128-L-24

Parcel Identification Number (PIN)

This is (is) (is not) homestead property.

This is not (is) (is not) a purchase money mortgage.

Lot Ten (10), Block Two (2), according to the recorded Plat of Peters Subdivision, in the City of De Pere, East side of Fox River, Brown County, Wisconsin.

1. **MORTGAGOR'S COVENANTS**.

a. **COVENANT OF TITLE**. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

b. **FIXTURES**. Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES**. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE**. Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

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otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS**. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES**. Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE**. Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES**. In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY**. Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER**. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER**. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS**. In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER**. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

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10. **ASSIGNMENT OF RENTS**. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats, as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION**. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES**. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

☐ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.

☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have allof the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are _____ _____;
(6) the state of organization and the organizational identification number of the debtor (if applicable) are _____ _____; and
(7) the address of the secured party is _____ _____.

13. **SINGULAR; PLURAL**. As used herein, the singular shall include the plural and any gender shall include all genders.

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14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY**. The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY**. In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT**. Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated May , 2025 .

_____(SEAL) _____(SEAL)
* _____ * Kristy N. Pikus

_____(SEAL) _____(SEAL)
* _____ * _____

AUTHENTICATION

Signature(s) _____
_____
authenticated on _____.

_____
* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Attorney Joanne Bungert
De Pere City Attorney

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally came before me on May , 2025 ,
the above-named Kristy N. Pikus
_____
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
* Angela M. Zills
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 4/15/2026.)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
MORTGAGE **STATE BAR OF WISCONSIN** **FORM NO. 21-2003**

* Type name below signatures.

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