



Common Council

Special Meeting

Agenda

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

Wednesday, June 25, 2025

5:00 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 **June 25, 2025 at 5:00 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

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

- I. Call to Order
 1. Roll Call
 2. Pledge of Allegiance.
 3. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
 4. Consideration and Possible Action for a Small Business Development Grant from Wisconsin Economic Development Corporation.
- 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:

Alderspersons

City Manager

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce



City of De Pere, Wisconsin

I.4

Request for Common Council Action

MEETING DATE: June 25, 2025
DEPARTMENT: Development Services
FROM: Quasan Shaw, Community & Economic Development Specialist
SUBJECT: Consideration and Possible Action for a Small Business Development Grant from Wisconsin Economic Development Corporation.
RECOMMENDED ACTION: Approve

ATTACHMENTS:
CC Memo 06252025 SBDG Award, 54479-FY25-Final Contract for Execution-SBDG-De Pere City of-20250623

CITY OF DE PERE MEMO



To: De Pere Common Council
From: Quasan Shaw, Economic Development Planner
Date: June 25, 2025

RE: Consideration and Possible Action for a Small Business Development Grant from Wisconsin Economic Development Corporation.

Background: The Wisconsin Economic Development Corporation (WEDC) is providing the committee with this proposed award for a Small Business Development Grant for the City of De Pere (City) in the amount of \$100,000 (one hundred thousand dollars). This grant is awarded for the continuation of our Experience De Pere Business Recruitment Grant which was originally funded at \$150,000. The grant has a time period of May 9, 2025, through December 31, 2026.

Proposed Scope of Work: The proposed scope of work includes providing financial assistance to new businesses locating in the City. The focus area has increased from the downtown Business Improvement District boundaries to include the Main Avenue corridor from Reid St to Lawrence Drive.

Uses of Funds Cost Summary: The total cost for project is \$130,000. This includes \$100,000 from WEDC and matching funds of \$30,000 from the City's Experience De Pere Business Recruitment Grant (The \$30,000 was the remaining balance at the time of application submittal, we have since awarded the \$30,000 to new businesses locating in the city).

Recommendation: Staff recommends approval of the Small Business Development Grant contract approval contingent on final review and approval by City Attorney.

SMALL BUSINESS DEVELOPMENT GRANT AGREEMENT
BETWEEN
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION
AND
CITY OF DE PERE

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation (“WEDC”), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin statutes, and City of De Pere (“Recipient”). Certain capitalized terms used herein are defined in Section 1 of this Agreement.

WITNESSETH

WHEREAS, the Recipient has submitted an Application to WEDC, requesting funds from WEDC’s Small Business Development Grant Program;

WHEREAS, the Recipient’s Application states the Recipient plans to implement an innovative program aimed at supporting small businesses and small business creation in Wisconsin;

WHEREAS, WEDC has determined the Recipient is an eligible recipient of Small Business Development Funds; and

WHEREAS, in reliance upon the Recipient’s Application, WEDC has approved the Recipient for up to One Hundred Thousand Dollars (\$100,000) in Small Business Development Funds (“SBDG Funds”).

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 22 of this Agreement.

(b) “Application” means the materials submitted by the Recipient to WEDC relating to this allocation of Small Business Development Funds.

(c) “Award” means the grants the Recipient makes to Eligible Businesses in accordance with the Application and the terms of this Agreement.

(d) “Effective Date” means the date on which this Agreement is fully executed by both parties.

(e) “Eligible Business” means businesses with fewer than 25 full-time employees located in Wisconsin that meet the requirements of the Recipient’s investment strategy.

(f) “Eligible Project Costs” means costs for which Small Business Development Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and Project End Date.

(g) “Investment Seed Fund” means the Recipient’s fund or program, funded with Small Business Development Funds, through which the Recipient makes Awards to Eligible Businesses.

(h) “Leverage” means all funding provided for the Project other than Small Business Development Funds.

(i) "Program Guidelines" means the WEDC approved rules and eligibility requirements for the Small Business Development Program in force as of the Effective Date.

(j) “Project” means the Recipient expanding its Experience De Pere program, in accordance with the Recipient’s Application and the terms of this Agreement.

(k) “Project End Date” means December 31, 2026, the date by which the Project will be complete and the last day which the Recipient may incur costs against the Small Business Development Funds. The Project End Date may be an earlier date upon written consent from both parties.

(l) “Project Start Date” means May 9, 2025, the date on which the Project begins and the Recipient may start incurring costs against the Small Business Development Funds.

(m) “Recipient” means City of De Pere.

(n) “Small Business Development Funds” or “SBDG Funds” means the grant monies the Recipient is eligible to receive from WEDC’s Small Business Development Program in accordance with this Agreement.

(o) “WEDC” means the Wisconsin Economic Development Corporation, together with its successors and assigns.

2. Small Business Development Funds. Subject to the terms and conditions set forth in this Agreement, Program Guidelines and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to One Hundred Thousand Dollars (\$100,000) in SBDG Funds.

3. Recipient’s Obligations. The Recipient will:

(a) Complete the Project as contemplated by the Application and in accordance with the terms of this Agreement.

(b) Use SBDG Funds for Eligible Project Costs incurred between the Project Start Date and Project End Date, as outlined in the following Budget:

USES		SOURCES
Budget Code	Eligible Project Costs	Small Business Development Funds
0411	Awards to Eligible Businesses	\$100,000

(i) Eligible Project Costs to be applied to SBDG Funds include specifically providing Awards to Eligible Businesses.

(c) Operate the Investment Seed Fund consistent with the Application.

(d) Not use SBDG Funds for Awards that support the relocation of a business between communities in Wisconsin.

(e) At WEDC's request, provide occasional assistance and counsel to communities and organizations receiving similar WEDC funding in order to drive a statewide initiative of entrepreneurial support.

(f) Establish a segregated account to receive and hold the SBDG Funds.

(g) Provide reports to WEDC as further described in Section 5 of this Agreement, in such form as required by WEDC.

4. Release of Funds. WEDC will release the SBDG Funds contemplated by this Agreement on a disbursement basis. The Recipient may request SBDG Funds in One (1) or more disbursements and each disbursement will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment in such form as may be required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) The Recipient creating a Bill.com account unless the Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. The Recipient shall provide their Payment Network ID to WEDC with each request for payment.

(c) The Recipient submitting to WEDC a summary report of the Awards made to Eligible Businesses incurred against the SBDG Funds.

(d) The Recipient submitting to WEDC documentation evidencing the Awards made to Eligible Businesses incurred against the SBDG Funds covered by this request, including the following information for each Award:

- (i) Eligible Business name and contact information;
- (ii) Description of the Eligible Business;
- (iii) Amount of Award; and
- (iv) Date of Award.

(e) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(f) The Recipient requesting all SBDG Funds no later than February 28, 2027.

5. Reporting. The Recipient shall provide reports to WEDC according to the following requirements:

(a) Performance reports, due according to the Schedule of Reporting set forth in Section 5(b) below, in such form as required by WEDC. The report must include aggregate ownership demographics of the businesses assisted and information required by WEDC to determine Project performance which will include, at a minimum, a financial overview and narrative summary on the progress of the Project to date, Project expenditures, and the following information:

(i) Bank statement, including a transaction history for the period, for the account holding the SDBG Funds.

(ii) A statement detailing any changes to the investment strategy, investment committee, fund management, application process/criteria, or funding strategy/selection criteria made since the Recipient’s previous reporting period, as well as information detailing the amount and use of any returns on investments and/or loan repayments, if applicable.

(iii) The Recipient’s progress on achieving the goals related to the following Project-specific metrics:

Metric	Goal*
Pass-Through Businesses Assisted (Financial)	13
Pass-Through Job Creation	26
Leverage - Total	\$30,000

*These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(b) Schedule of Reporting*:

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Section 6 Below	Schedule of Expenditures	See Section 6 Below
May 9, 2025- December 31, 2025	Performance Report	March 1, 2026
May 9, 2025 – December 31, 2026	Performance Report	March 1, 2027

*The Schedule of Reporting is subject to change, at WEDC’s sole discretion to reflect Project End Date changes pursuant to Section 1(k).

(c) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in Recipient’s Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

6. Schedule of Expenditures. Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient’s fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

7. Event of Default. The occurrence of any one or more of the following events constitute an “Event of Default” for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the false or misleading information.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

8. Remedies in Event of Default.

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period will in no event be extended more than Ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds disbursed to the Recipient under this Agreement;

(ii) All court costs and attorneys’ fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the SBDG Funds.

(b) These amounts must be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice, withhold the remaining disbursements of the SBDG Funds.

9. Recipient's Warranties and Representations. In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the Effective Date and as long as Recipient has obligations under this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Recipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.

(b) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill its obligations under this Agreement.

(c) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(d) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipient to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipient.

(e) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material adverse effect on the Recipient's ability to comply with this Agreement.

(f) The Recipient has, or will acquire before commencing any work for which they are required, all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(g) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.

(h) The Recipient and the undersigned officer thereof have all necessary or requisite power and authority to execute and deliver this Agreement.

(i) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(j) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for completion of the Project, as identified in the Application and this Agreement.

(k) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(l) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and will survive the execution thereof.

(m) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

10. Wisconsin Public Records Law. The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-.39, and any successor statutes and regulations.

11. Additional Requirements.

(a) Project and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient, and the performance reports provided to WEDC. All of the Recipient's financial records must be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall provide financial and project records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials must be retained by the Recipient for a period of at least Three (3) years after March 1, 2027.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours' advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue (“DOR”) and the Wisconsin Department of Workforce Development (“DWD”), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient’s performance under its specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(e) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

(f) Online Portal, Document Delivery, and Bill.com. Recipient agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC’s online customer portal (“Portal”). Upon opening the account, Recipient hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Recipient further agrees to identify appropriate assigned users, duly authorized by Recipient, to serve as contacts, to execute necessary documents, and to support specific tasks Recipient must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication (“Document”) physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Recipient or any representatives or employees of Recipient. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Recipient. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Recipient to provide acceptable authentication of any such Document before accepting or relying on the same. Recipient understands and acknowledges that there is risk that Documents sent by electronic means may be viewed or received by unauthorized persons and Recipient agrees by sending Documents by electronic means that Recipient shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Recipient also agrees to create an account with Bill.com and provide a Payment Network ID in order to receive any payments from WEDC. Recipient accepts any risk associated with creating an account with Bill.com and releases WEDC from any liability related thereto.

12. Notice. Notice under this Agreement must be in writing and delivered by email. Notice will be considered received when sent. If a party sending a notice via email receives a machine-generated message that delivery has failed, the sender must, no later than five (5) business days after sending the email message, mail a tangible copy of that notice by a nationally recognized overnight courier service with end-to-end tracking and all fees prepaid or by certified mail, postage prepaid, return receipt requested. The mailing address and regularly monitored email address(es) for the parties are as follows:

To Recipient:

City of De Pere
335 S. Broadway
De Pere, WI 54115
Attn: Joanne Bungert
Email: jbungert@deperewi.gov

To WEDC:

Wisconsin Economic Development Corporation
2352 South Park Street, Suite 303
Madison, WI 53713
Attn: Small Business Development Program
Contract # SBDG FY25-54479
Email: legal@wedc.org

13. Conflicts. In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

14. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – WILL BE GOVERNED BY, AND MUST BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

15. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, will be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

16. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

17. Limitation of Liability. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

18. Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability will not invalidate the entire Agreement. Instead, this Agreement will be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment will be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. “Governmental Body” means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

19. WEDC Not a Joint Venturer or Partner. WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

20. Captions. The captions in this Agreement are for convenience of reference only and will not define or limit any of the terms and conditions set forth herein.

21. No Waiver. No failure or delay on the part of WEDC in exercising any power or right under this Agreement will operate as a waiver, nor will any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

22. Entire Agreement. This Agreement embodies the entire agreement of the parties concerning WEDC’s and the Recipient’s obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: _____ Date _____
Melissa L. Hughes,
Secretary and CEO

CITY OF DE PERE

By: _____ Date _____
Daniel Lindstrom,
Development Services Director

**EXHIBIT A
REQUEST FOR WEDC PAYMENT**

Award Number: SBDG FY25-54479		Rep:	Recipient: City of De Pere
FEIN #	Bill.com Payment Network ID (PNI):		Request Number:
Program: Small Business Development			Award Type: Grant
Funding Period Covered by this Request From: _____ To _____			

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD (see attachment)

Budget Code	Description Line Item	WEDC Funding This Period	=	Total This Period
0411	Awards to Eligible Businesses			
TOTAL:				

- Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may be lapsed.

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION - Disbursement

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- The Recipient creating a Bill.com account unless the Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. The Recipient shall provide their Payment Network ID to WEDC with each request for payment. _____
- The Recipient submitting to WEDC a summary report of the Awards made to Eligible Businesses incurred against the SBDG Funds.
- The Recipient submitting to WEDC documentation evidencing the Awards made to Eligible Businesses incurred against the SBDG Funds covered by this request, including the following information for each Award: Eligible Business name and contact information; Description of the Eligible Business; Amount of Award; and, Date of Award.

- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. _____
- The Recipient requesting all SBDG Funds no later than February 28, 2027. _____

I hereby certify that the expenses reported on this form are in accordance with the terms of the Agreement and that complete and accurate records are being kept to substantiate such expenses.

Authorized Recipient Signature

Date

WEDC Division VP or Designee

Date

WEDC Servicing

Date

WEDC Controller or Finance Department

Date

Retain a copy of the completed form for your records and email a copy of the original and documentation to:
disbursements@wedc.org. The hard copy may be required to be sent upon request.