Common Council

Regular Meeting

Agenda

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

Tuesday, July 15, 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 **July 15, 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/.

1. Call to Order

    1. Roll Call

    2. Pledge of Allegiance to the Flag.

    3. Approval of the minutes of the June 17, 2025 Common Council meeting.

    4. Approval of the minutes of the June 25, 2025 special meeting of the Common Council.

    5. Public Hearing to Act on a Request for a Zoning Map Amendment at the 1900 block of Ridgeway Drive.

    A. Notice of public hearing.

    B. Recommendation from Plan Commission.

    C. Ordinance #25-08 Approving Zoning Map Amendment from RM-2 Multi-Unit (7+ Units) Residential District with a Planned Development District Overlay to RM-2 Multi-Unit (7+ Units) Residential District (1900 Block Ridgeway Drive; Parcel ED-1164-R-32-2).

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

7. Proclamation for National Night Out August 5, 2025.

8. Recommendation from the Board of Park Commissioners to approve De Pere Youth Hockey Association (DPYH) donation proposal of up to $50,000 for De Pere Ice Center improvements.

9. Recommendation from Historic Preservation Commission to approve the final draft of the State Bank of De Pere National Register of Historic Places Registration Form as part of the process to designate 127 N Broadway ST as a historic property on the State Register and National Register of Historic Places (Parcel ED-768).

10. Recommendation from Plan Commission to approve a 10-lot extraterritorial final plat of Grande Ridge Estates Second Addition at 3400 BLK Heritage RD in Ledgeview (Parcels D-2573, D-2574, D-2580).

11. Recommendation from the Finance-Personnel Committee to approve the 2024 Management Letter and Financial Statements.

12. Recommendation from the License Committee on a Class "B" fermented malt beverage/"Class B" intoxicating liquor license renewal application for El Bistro Taco for the licensing period of July 1, 2025 through June 30, 2026.

13. Recommendation from the License Committee on a request by Austin Remington-Strombach to appear regarding the denial of his operator license application.

14. Recommendation from the License Committee on a request by Alfred Nelson to appear regarding the denial of his operator license application.

15. 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.

16. Staff presentation and periodic update to the Comprehensive Plan Update Process.

17. Resolution #25-73 Authorizing Amendment to AIA Document B101-2017 Standard Form of Agreement with GRAEF-USA, Inc. for Public Parking Structure at 230 N Wisconsin St (ED-875).

18. Resolution #25-74 Extending the Life of Tax Incremental District No. 8 for the Purposes of Funding Affordable Housing and Improving Housing Stock in the City of De Pere.

19. Resolution #25-75 Terminating Tax Incremental Financing District No. 8.

20. Resolution #25-76 Terminating Tax Increment District No. 16.

21. Resolution #25-77 Authorizing AIA Documents A133-2019 and A201-2017 with Miron Construction for Public Parking Structure at 230 N Wisconsin St (ED-875).

22. Resolution #25-78 Authorizing Professional Services Agreement Change Order with Stantec Consulting Services Inc. (2535 Lawrence Drive).

23. Resolution #25-79 Authorizing Parameters for 2025A G.O. Promissory Notes.

24. Resolution #25-80 Authorizing Parameters for 2025B Taxable General Obligation Promissory Notes.

25. Resolution #25-81 An Initial Resolution Authorizing General Obligation Promissory Notes.

26. Resolution #25-82 Providing for the Issuance and Establishing Parameters for the 2025C Note Anticipation notes.

27. Appointment to the Downtown De Pere Business Improvement District Board.
    Kim Flom
    Term to expire: June 30, 2027

28. Reappointments to the Downtown De Pere Business Improvement District Board.
    Mary Boyd and Tom Gavic
    Terms to expire: June 30, 2027

    Maya Romboy and Rich Starry
    Terms to expire: June 30, 2028

2. Future Agenda Items

3. 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
Dina Duarte Reyes, El Bistro Taco
Austin Remington-Strombach
Alfred Nelson

City of De Pere, Wisconsin **1.3**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Approval of the minutes of the June 17, 2025 Common Council meeting.
RECOMMENDED ACTION:	Motion to approve

ATTACHMENTS:
6-17-25 Common Council minutes_draft

Common Council

Regular Meeting

Draft Minutes

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

Tuesday, June 17, 2025 | **7:30 PM** | **Council Chambers/Virtual**

I. Call to Order

1. Roll call.

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

2. Pledge of Allegiance.

3. Approval of the minutes of the June 3, 2025 Common Council meeting.

RESULT:	**APPROVED [8-0]**
MOVER:	Dan Carpenter
SECONDER:	Shana Ledvina
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

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

   None.

5. Consideration and possible action on the following Community Service Grant applications:

   A. Sleep in Heavenly Peace WI - De Pere: Community Bed Build

   B. Lovin' the Skin I'm In: Annual Family Cookout at Voyageur Park

   C. NEW Master Gardeners: Locktenders House Native Garden maintenance activities and signage update

   D. Quilting for Vets: Quilts of Valor

   Alderperson Perock moved, seconded by Alderperson Gantz to approve grant awards of $250 to each of the four applicants. City Clerk Carey Danen answered questions about the annual budget for the grant program, and whether any of the applicants had received grant awards in the past.

RESULT:	**APPROVED BY ROLL CALL VOTE [8-0]**
MOVER:	Devin Perock
SECONDER:	Pamela Gantz

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

6. Recommendation from the Finance & Personnel Committee to approve the Non-Renewal of Emergency Medical Services Contract (EMS) with Town of Ledgeview dated January 1, 2012 and to approve the proposed Emergency Medical Services Contract (EMS) with the Town of Ledgeview effective January 1, 2026.

   Fire Chief Brett Jansen explained the changes to how reimbursement rates are calculated in the new contract, reporting that it is a more cost effective method that is fair for all parties.

RESULT:	**APPROVED BY ROLL CALL VOTE [8-0]**
MOVER:	James Boyd
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

7. Recommendation from the Finance & Personnel Committee to approve the Non-Renewal of Emergency Medical Services (EMS) Contract with Town of Lawrence.

   Fire Chief Brett Jansen reported that the old agreement required 180-day notice for non-renewal of contract; however, the town of Lawrence received the City's proposal last week, and negotiations are going forward.

RESULT:	**APPROVED BY ROLL CALL VOTE [8-0]**
MOVER:	Shana Ledvina
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

8. Recommendation from Finance-Personnel Committee to approve the switch to a Commercial Rewards Card.

RESULT:	**APPROVED BY ROLL CALL VOTE [8-0]**
MOVER:	Jonathon Hansen
SECONDER:	Dan Carpenter
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

9. Recommendation from the Board of Public Works to award Contract 25-17 Interstate Highway 41 Utility Relocation to Kruczek Construction, Inc. in the amount of $298,888.88.

RESULT:	**APPROVED BY ROLL CALL VOTE [8-0]**
MOVER:	James Boyd
SECONDER:	John Quigley
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

10. Recommendation from the Board of Public Works to award Contract 25-22 Commerce Drive Yard Waste Site to Advance Construction, Inc. in the amount of $481,687.00.

RESULT:	**APPROVED BY ROLL CALL VOTE [8-0]**
MOVER:	Jonathon Hansen
SECONDER:	Shana Ledvina
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

11. Recommendation from the Board of Public Works to approve Definitely De Pere's request to waive Public Works fees.

RESULT:	**APPROVED BY ROLL CALL VOTE [8-0]**
MOVER:	Dan Carpenter
SECONDER:	John Quigley
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

12. Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2025 through June 30, 2026.

A. Class "A" fermented malt beverage license.

RESULT:	**APPROVED [8-0]**
MOVER:	Dan Carpenter
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

B. Class "A" fermented malt beverage/"Class A" intoxicating liquor licenses.

RESULT:	**APPROVED [8-0]**
MOVER:	Dan Carpenter
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

C. Class "B" fermented malt beverage/"Class C" wine licenses.

RESULT:	**APPROVED [8-0]**
MOVER:	Dan Carpenter
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

D. Class "B" fermented malt beverage/"Class B" intoxicating liquor licenses.

RESULT:	**APPROVED [7-0]**
MOVER:	Dan Carpenter
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger
ABSTAIN:	Mike Eserkaln

13. Ordinance #25-07 Amending Chapter 54 (Building and Construction) of the De Pere Municipal Code.

RESULT:	**ADOPTED BY ROLL CALL VOTE [8-0]**
MOVER:	Jonathon Hansen
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

14. Resolution #25-66 Approving Dedication of City-owned lands required for North Wisconsin Street and William Street rights-of-way.

RESULT:	**ADOPTED BY ROLL CALL VOTE [8-0]**
MOVER:	James Boyd
SECONDER:	Shana Ledvina
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

15. Resolution #25-67 Approving Dedication of City-owned lands required for North Wisconsin Street right-of-way.

RESULT:	**ADOPTED BY ROLL CALL VOTE [8-0]**
MOVER:	Shana Ledvina
SECONDER:	Dan Carpenter
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

16. Resolution #25-68 Authorizing Development Agreement with De Pere Hotel Associates, LLC for former Shopko site Hotel Project.

    Development Services Director Dan Lindstrom answered questions about the plaza space that had been proposed by the developers, to be located just west of the hotel. He reported that the plaza would be publicly accessible but not City-owned.

RESULT:	**ADOPTED BY ROLL CALL VOTE [8-0]**
MOVER:	Jonathon Hansen
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

17. Resolution #25-69 Authorizing Agreement for Services with Onward Accounting & Consulting LLC for Water Utility Conventional Rate Case Application.

RESULT:	**ADOPTED BY ROLL CALL VOTE [8-0]**
MOVER:	James Boyd
SECONDER:	Dan Carpenter
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

18. Resolution #25-70 Authorizing Planned Service Agreement with Johnson Controls Fire Protection LP (Fire Station #2 Fire Alarm and Sprinkler Inspection).

RESULT:	**ADOPTED BY ROLL CALL VOTE [8-0]**
MOVER:	Pamela Gantz
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

19. Resolution #25-71 Approving Compliance Maintenance Annual Report for Wastewater Collection System.

RESULT:	**ADOPTED BY ROLL CALL VOTE [8-0]**
MOVER:	Shana Ledvina
SECONDER:	Dan Carpenter
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

20. Resolution #25-72 Approving Grant Agreement Modification for Division of Public Health DPH LPHD Consolidated Contract #65397-2.

RESULT:	**ADOPTED BY ROLL CALL VOTE [8-0]**
MOVER:	Devin Perock
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, John Quigley, James Boyd
EXCUSED:	Amy Kundinger

II. Future Agenda Items

None.

III. Adjournment

Mayor Boyd moved, seconded by Alderperson Perock to adjourn the meeting at 7:52 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin **1.4**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Approval of the minutes of the June 25, 2025 special meeting of the Common Council.
RECOMMENDED ACTION:	Motion to approve

ATTACHMENTS:
6-25-25 Common Council Special Meeting minutes_draft

Common Council

Special Meeting

Minutes

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

Wednesday, June 25, 2025 **5:00 PM**

I. Call to Order

The meeting was called to order by Mayor James Boyd at 5:00PM.

1. Roll Call

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

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

None.

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

Economic Development Planner Quasan Shaw explained that staff applied late last year for this grant; after a couple of communities backed out, WEDC reached out to us. He explained that the special meeting was necessary to accept the grant by the June 30 deadline (the end of WEDC's fiscal year).

RESULT:	**APPROVED [7-0]**
MOVER:	James Boyd
SECONDER:	Dan Carpenter
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Shana Ledvina, Devin Perock, James Boyd

II. Future Agenda Items

None.

III. Adjournment

Mayor Boyd moved, seconded by Alderperson Perock to adjourn the meeting at 5:04 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin **1.5.A**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	City Clerk
FROM:	
SUBJECT:	Notice of public hearing.
RECOMMENDED ACTION:	

ATTACHMENTS:
Public Hearing Notice_Zoning Map Amendment_1900 Block Ridgeway_7-15-25 mtg_Class 2

Publish: June 27, 2025, and July 3, 2025, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, July 15, 2025,** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request for a zoning map amendment at the following property:

Parcel ED-1164-R-32-2, approximately 400.0 feet north from the Ridgeway DR and Brule RD intersection, from RM-2 PDD (Multi-Unit [7+ units] District with a planned development district overlay) to RM-2 (Multi-Unit [7+ units] District).

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

A map of the proposed zoning map amendment is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 24th day of June, 2025.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin **1.5.B**

Request for Common Council Action

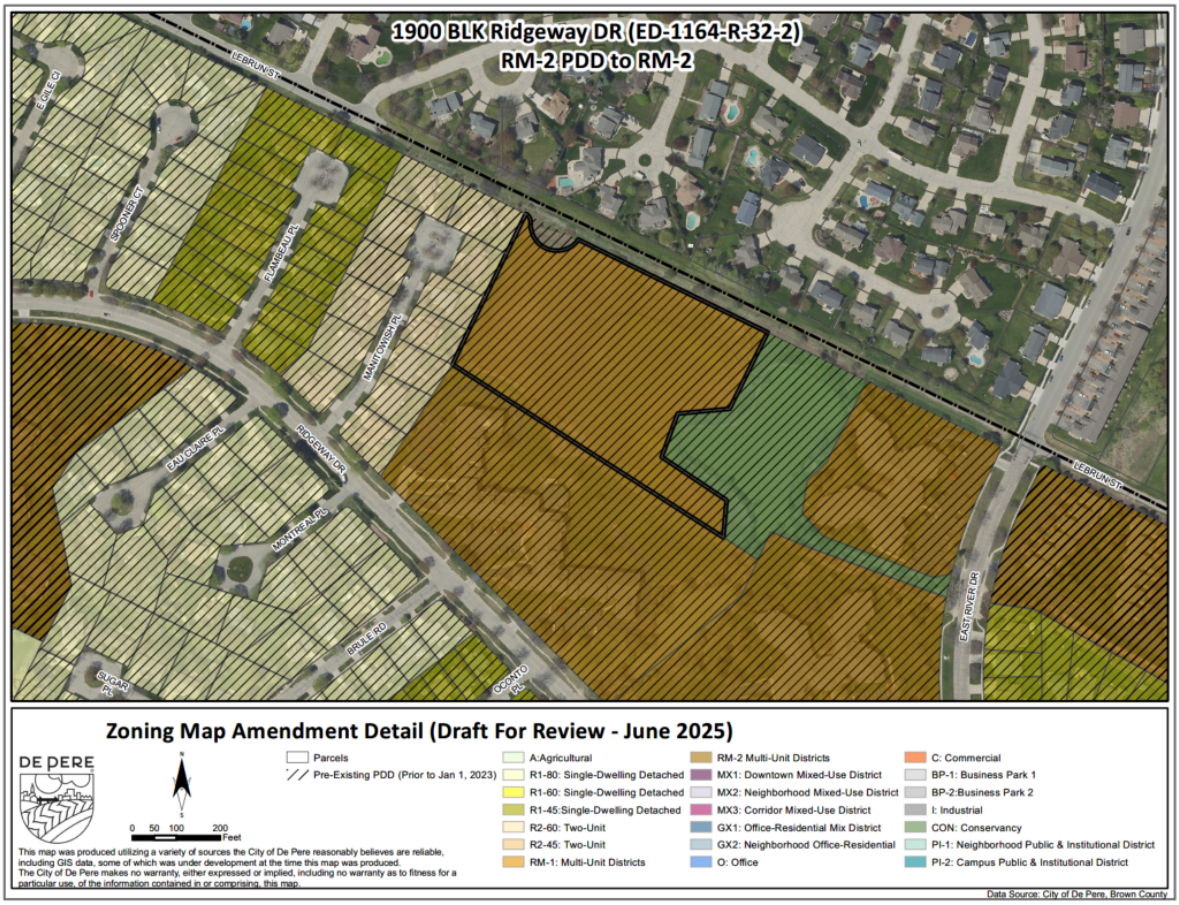
MEETING DATE:	July 15, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schleinz, City Planner/Zoning Administrator
SUBJECT:	Recommendation from Plan Commission.
RECOMMENDED ACTION:	Approval.

On June 23, 2025, Plan Commission unanimously recommended approval by a vote of 5-0.

ATTACHMENTS:
PC Report, Application and supporting documents 14 May 2025, Legal Description, Zoning Map Amendment

Consideration and possible action for a zoning map amendment from RM-2 PDD (Multi-Unit [7+ units] District with a planned development district overlay) to RM-2 (Multi-Unit [7+ units] District) at 1900 BLK Ridgeway DR.*

SITE MAP



REQUESTED ACTION: Zoning Map Amendment Request from RN2 PDD to RM-2 (File ZMA 25-04).

NOTE: This request is for the removal of a PDD overlay <u>only</u>. The underlying RM-2 District remains the same.

COMMON DESCRIPTION: 1900 BLK Ridgeway DR, located north from the Ridgeway DR and Brule RD intersection.

SURROUNDING LAND USES: Allouez residential to the north.
Multi-unit residential (RM-2 PDD) to the south.
Storm pond (CON PDD) and multi-unit residential (RM-2 PDD) to the east.
Two-unit residential (R2-60 PDD) to the west.

COMPREHENSIVE PLAN: Multi-Family Residential.

APPLICANT / OWNERS:

<u>Authorized Representative and property owner</u>
Tyler Jorgensen
Slusarek Construction
14331 Velp AV
Suamico, WI 54173

<u>Property Owner</u>
Gregg Slusarek
2815 Country Club CT
Green Bay, WI 54313

LAND USE HISTORY: After a review of air photographs, the site has been undeveloped since 1938.

STAFF REVIEW: When reviewing a zoning map amendment request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The proposed rezoning complies with the Comprehensive Plan and surrounding land uses, including matching adjacent existing uses.

Existing Zoning District

The parcel was zoned for a multi-unit use with a PDD overlay when the "River Park" subdivision was recorded on September 22, 1980. The multi-unit zoning and PDD overlay allowed specifically for *'Multiple Family Development including Apartments and Town Houses.'*

Past multi-unit concept plans that were proposed with the PDD were never completed with a Precise Implementation Plan (PIP) and the timeline to submit a PIP has expired. However, the underlying multi-unit zoning remained for the past 44 years.

When the new Zoning Map and Zoning Ordinance were adopted in January 2023, the parcel was placed into a BP-2 District with the pre-existing PDD overlay. Because the PDD overlay is no longer of any value for development to the property owner, this petition proposes the removal of the PDD overlay only, which will allow the property owner to develop multi-unit uses that comply with the current Zoning Ordinance regulations.

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. The 2010 Comprehensive Plan Update identifies future land uses as Multi-Family Residential. The site is at the north city limits, adjacent to Allouez.

CLIP FROM FUTURE LAND USE MAP

Desired Development Patterns

The underlying RM-2 District remains unchanged if the PDD overlay is removed. There are 24 permitted uses and 11 conditional uses in the RM-2 District. The permitted uses are identified in Zoning Ordinance Article VII and summarized in Table 7-1.

The site is proposed to be developed with five multi-unit buildings, which is a

permitted us in the RM-2 District.

NEIGHBOR OUTREACH The publishing of a Class II public notice and public hearing is required for the removal of a PDD overlay. The public hearing is tentatively scheduled for the July 15, 2025, Common Council meeting.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the request for a zoning map amendment from RM-2 PDD (Multi-Unit [7+ units] District with a planned development district overlay) to RM-2 (Multi-Unit [7+ units] District) at 1900 BLK Ridgeway DR. A zoning map amendment must comply with the following:

Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.

Planning/Zoning Application

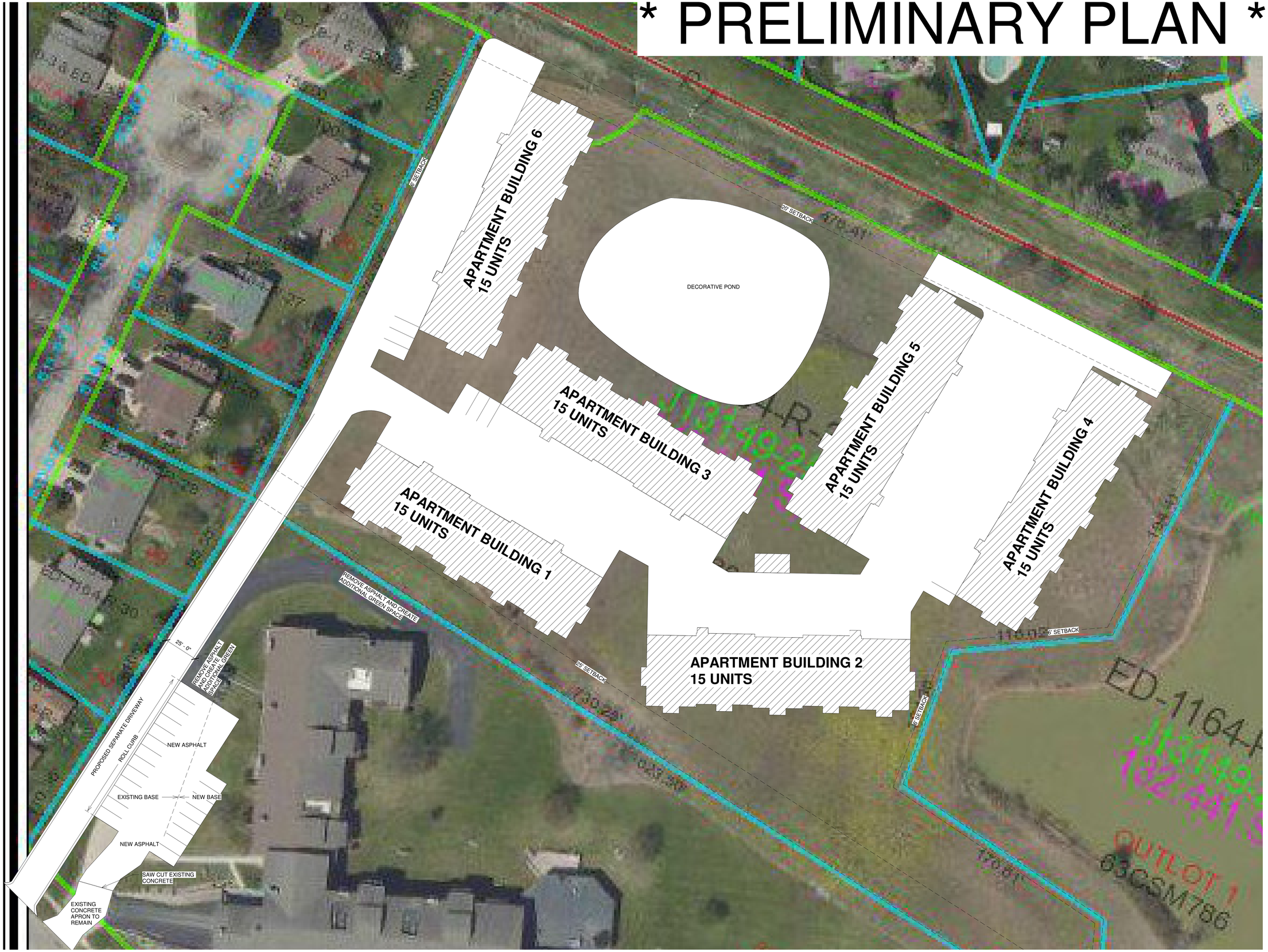
Planning & Zoning Department

Submitted On:
May 14, 2025, 01:20PM EDT

Parcel Number: (Include ALL parcels)	ED-1164-R-32-2
Nearest property address to the project site:	**Street Address:** 1901 Ridgeway Drive **City:** De Pere **State:** WI **Zip:** 54115
Check each project type that is being applied for:	Right-of-way Discontinuance Zoning Map Amendment (Rezoning)
Current De Pere Zoning Districts:	RM-2
Proposed De Pere Zoning Districts:	RM-2
Existing Site Land Uses:	Undeveloped/Vacant/Agricultural
Proposed Site Land Uses:	Residential
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	**First Name:** Gregg **Last Name:** Slusarek
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	**Street Address:** 14331 Velp Ave **City:** Suamico **State:** WI **Zip:** 54173
Property Owner's Phone Number:	920-434-2919
Property Owner's Email Address:	slusarekconstruction@gmail.com
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	**First Name:** Tyler **Last Name:** Jorgensen

Authorized Representative's Business Name:	Slusarek Construction
Authorized Representative's Phone Number:	920-434-2919
Authorized Representative's Email Address:	slusarekconstruction@gmail.com
Please attach an EXHIBIT MAP with the Right-of-way Discontinuance boundary.	VACATE R.O.W..pdf
Please attach a WORD DOCUMENT with the boundary legal description and a description about why the Right-of-way Discontinuance is needed.	Why Discontinance is Needed.docx PROPOSED SITE PLAN.pdf
Please attach an EXHIBIT MAP with the zoning boundary.	CSM.png Surveyor's Certificate.png
Please attach a WORD DOCUMENT with the boundary legal description.	CSM.png Surveyor's Certificate.png
How do you plan on paying for your application?	Online with a credit card
Total Due:	$700.00
Signature Data	First Name: Tyler Last Name: Jorgensen Email Address: slusarekconstruction@gmail.com Signed at: May 14, 2025 11:46am America/New_York
User's Session Information	IP Address: 104.191.162.138 Referrer URL:

* PRELIMINARY PLAN *



1 SITE PLAN
1" = 30'-0"

Slusarek Construction
Planning, Architectural Design, and Construction Management
14331 Velp Ave Phone: (920)-434-2919
Suamico, WI 54173

PROJECT FOR :
SLUSAREK CONSTRUCTION

SHEET TITLE :
SITE PLAN

IN ENSURING ACCURACY, ALL CONTRACTORS ARE TO PROVIDE ALL DIMENSIONS AND DETAILS FOR ACCURACY PRIOR TO CONSTRUCTION.

IT IS THE RESPONSIBILITY OF ALL CONTRACTORS TO BRING ANY DETAILS OR DIMENSIONS, WHICH ARE IN QUESTION, TO THE ATTENTION OF THE DESIGNERS PRIOR TO CONSTRUCTION.

"THIS DOCUMENT IS PROPERTY OF SLUSAREK CONSTRUCTION"

THE RECEIVER, BY ACCEPTING AND RETAINING THIS DOCUMENT, AGREES TO THE FOLLOWING TERMS AND CONDITIONS. THIS DOCUMENT AND THE IDEAS AND DESIGNS CONTAINED HEREIN WILL BE USED AS AUTHORIZED BY SLUSAREK CONSTRUCTION AND MAY NOT BE REPRODUCED, COPIED IN WHOLE OR IN PART, NOR DISCLOSED TO OTHERS WITHOUT WRITTEN AUTHORIZATION FROM SLUSAREK CONSTRUCTION.

DATE:	05/06/2025
SCALE:	1" = 30'-0"
DESIGN BY:	TMJ
CHECKED BY:	GS

A-1

SURVEYOR'S CERTIFICATE:

I, MICHAEL D. VANDE HEI, PROFESSIONAL LAND SURVEYOR NUMBER 2241, HEREBY CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED LOT 121, PART OF OUTLOT 1 OF THE FIRST ADDITION OF RIVER PARK, VOLUME 17 PLATS PAGE 221, DOCUMENT NUMBER 957950 OF BROWN COUNTY RECORDS AND PART OF LOT 32 OF RIVER PARK, VOLUME 17 PLATS PAGE 184, DOCUMENT NUMBER 947312 OF BROWN COUNTY RECORDS ALL LOCATED IN PRIVATE CLAIM 29, EAST SIDE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHEAST CORNER OF PRIVATE CLAIM 29, EAST SIDE FOX RIVER; THENCE N63°55'25"W ALONG THE NORTH LINE OF SAID PRIVATE CLAIM 29, 2142.39 FEET; THENCE S26°03'02"W, 35.31 FEET TO THE SOUTH LINE OF LE BRUN STREET AND TO THE POINT OF BEGINNING; THENCE ALONG THE ARC OF A 12-FOOT RADIUS CURVE TO THE RIGHT, 18.89 FEET, THE CHORD OF WHICH BEARS S18°50'39"E, 17.00 FEET TO THE WEST LINE OF EAST RIVER DRIVE; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID WEST LINE; THENCE S26°15'40"W, 83.00 FEET; THENCE ALONG THE ARC OF A 990.00 FOOT RADIUS CURVE TO THE LEFT, 271.25 FEET, THE CHORD OF WHICH BEARS S18°24'43"W, 270.40 FEET TO THE END OF SAID COURSES; THENCE N69°56'05"W, 323.97 FEET; THENCE N67°57'41"W, 101.93 FEET; THENCE S23°54'01"W, 69.32 FEET; THENCE N57°26'46"W, 823.50 FEET TO THE WEST LINE OF SAID LOT 32 OF RIVER PARK; THENCE N26°02'29"E ALONG SAID WEST LINE, 379.96 FEET TO THE SAID SOUTH LINE OF LE BRUN STREET; THENCE S63°56'57"E ALONG SAID SOUTH LINE, 1191.91 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 11.50 ACRES MORE OR LESS INCLUDING ROAD RIGHT-OF-WAY.
THE ABOVE DESCRIBED PARCEL BEING PART OF LANDS DESCRIBED IN DOCUMENT NUMBER 2658084, JACKET 22784 IMAGE 44 AND JACKET 25610 IMAGE 20 OF BROWN COUNTY RECORDS. SAID PROPERTY SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, RESTRICTIONS, CONDITIONS AND EASEMENTS CONTAINED IN PRIOR CONVEYANCES OF RECORD.

I, ALSO HEREBY CERTIFY THAT THE MAP SHOWN HEREON WAS SURVEYED UNDER MY DIRECT SUPERVISION AND THAT IT IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY AND THE DIVISION OF THAT LAND, IT'S EXTERIOR BOUNDARIES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

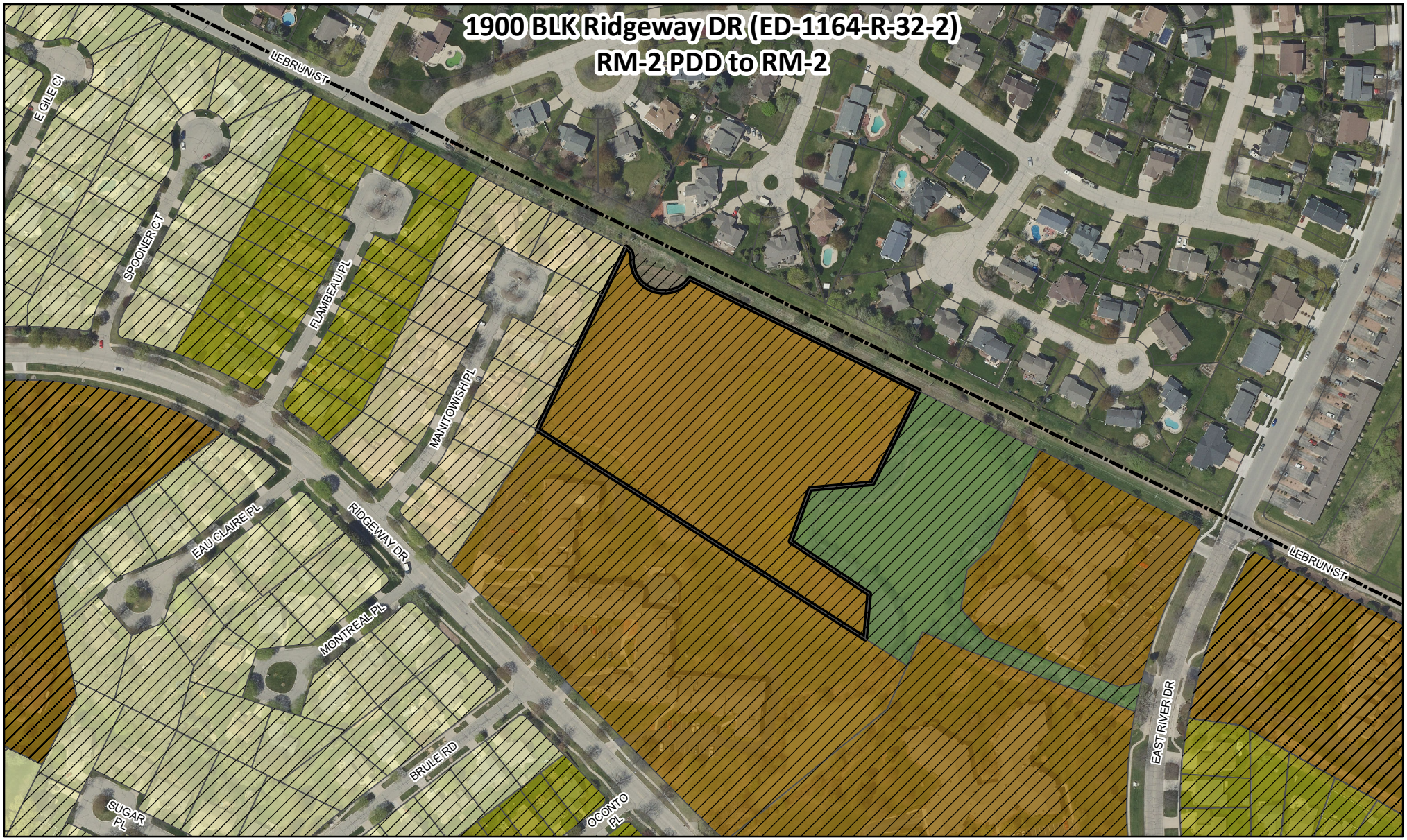
I FURTHER CERTIFY THAT I HAVE MADE SUCH SURVEY BY THE ORDER OF C.P. LEGACY LLC, A WISCONSIN LIMITED LIABILITY COMPANY AND THE TRUSTEES OF HAROLD R. MACCO REVOCABLE TRUST #2 DATED 9-17-12, OWNERS, AND I HAVE FULLY COMPLIED WITH CHAPTER 236.34 REVISED STATUTES OF WISCONSIN, BROWN COUNTY PLANNING COMMISSION AND WITH CHAPTER 14 OF THE GENERAL ORDINANCES OF THE CITY OF DE PERE.

Legal Description

Parcel ED-1164-R-32-2

All of Lot 1 of Certified Survey Map #8996, Document #2856758, Brown County records, being located in part of Lot 32 of River Park, and in Private Claim 29, ESFR, in the City of De Pere, Brown County, Wisconsin.

Lot 1 contains 247,181 square feet/5.67 acres, more or less.



Zoning Map Amendment Detail (Draft For Review - June 2025)

DE PERE

N

S

0 50 100 200 Feet

- Parcels
- Pre-Existing PDD (Prior to Jan 1, 2023)
- A:Agricultural
- R1-80: Single-Dwelling Detached
- R1-60: Single-Dwelling Detached
- R1-45:Single-Dwelling Detached
- R2-60: Two-Unit
- R2-45: Two-Unit
- RM-1: Multi-Unit Districts
- RM-2 Multi-Unit Districts
- MX1: Downtown Mixed-Use District
- MX2: Neighborhood Mixed-Use District
- MX3: Corridor Mixed-Use District
- GX1: Office-Residential Mix District
- GX2: Neighborhood Office-Residential
- O: Office
- C: Commercial
- BP-1: Business Park 1
- BP-2:Business Park 2
- I: Industrial
- CON: Conservancy
- PI-1: Neighborhood Public & Institutional District
- PI-2: Campus Public & Institutional District

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

Data Source: City of De Pere, Brown County

City of De Pere, Wisconsin **1.5.C**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	City Attorney
FROM:	Angela Zills, Paralegal
SUBJECT:	Ordinance #25-08 Approving Zoning Map Amendment from RM-2 Multi-Unit (7+ Units) Residential District with a Planned Development District Overlay to RM-2 Multi-Unit (7+ Units) Residential District (1900 Block Ridgeway Drive; Parcel ED-1164-R-32-2).
RECOMMENDED ACTION:	Motion to Approve Ordinance approving zoning map amendment as recommended by the Plan Commission.

This item is the corresponding ordinance for a zoning map amendment for property located in the 1900 Block of Ridgeway Drive to remove the Planned Development District Overlay from the RM-2 Multi-Unit (7+ Units) Residential District zoning.

ATTACHMENTS:
Ord25-08

ORDINANCE #25-08
APPROVING ZONING MAP AMENDMENT FROM RM-2 MULTI-UNIT (7+ UNITS) RESIDENTIAL DISTRICT WITH A PLANNED DEVELOPMENT DISTRICT OVERLAY TO RM-2 MULTI-UNIT (7+UNITS) RESIDENTIAL DISTRICT
(1900 Block Ridgeway Drive; Parcel ED-1164-R-32-2)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification and Zoning Map amendment for the property described below, initiated pursuant to §14-122 of the De Pere Municipal Code (DPMC) and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and Zoning Map amendment and, pursuant thereto, a public hearing having been held on the 15th day of July, 2025 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the following described property:

Parcel ED-1164-R-32-2:
All of Lot 1 of Certified Survey Map No. 8996, Document No. 2856758, Brown County records, being located in part of Lot 32 of River Park, and in Private Claim 29, East side of Fox River, in the City of De Pere, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of RM-2 PDD, Multi-Unit (7+ units) Residential District with a Planned Development District Overlay to RM-2, Multi-Unit (7+ units) Residential District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-26 of the De

Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 2. The City Clerk is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. All other ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of July, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 6/23/2025
Publication Date: _____
Effective Date: _____

City of De Pere, Wisconsin **1.7**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Police
FROM:	
SUBJECT:	Proclamation for National Night Out August 5, 2025.
RECOMMENDED ACTION:	Presentation

ATTACHMENTS:
National Night out Proclamation

PROCLAMATION

NATIONAL NIGHT OUT
AUGUST 5, 2025

***WHEREAS**, "National Night Out" is a unique, nationwide crime, drug and violence prevention program where citizens are encouraged to interact with each other and law enforcement at the neighborhood level to promote neighborhood spirit and police-community partnerships; and*

***WHEREAS**, the "National Night Out" provides a unique opportunity for the City of De Pere, Wisconsin to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and*

***WHEREAS**, Neighborhood Watches play a vital role in assisting the De Pere Police Department through joint crime, drug and violence prevention efforts in the City of De Pere, and are supporting "National Night Out" locally; and*

***WHEREAS**, it is essential that all citizens of the City of De Pere be aware of the importance of crime prevention programs and the impact their participation can have on reducing crime, drugs and violence in the City of De Pere; and*

***WHEREAS**, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program.*

***NOW, THEREFORE**, I, James G. Boyd, Mayor of the City of De Pere, do hereby proclaim August 5, 2025 as*

"National Night Out"

In the City of De Pere and herby call upon all citizens of the City of De Pere to join the De Pere Police Department and its Neighborhood Watches in supporting the "National Night Out".

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 1 day of July, 2025.

CITY OF DE PERE, WISCONSIN

James G. Boyd, Mayor

City of De Pere, Wisconsin **1.8**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT:	Recommendation from the Board of Park Commissioners to approve De Pere Youth Hockey Association (DPYH) donation proposal of up to $50,000 for De Pere Ice Center improvements.
RECOMMENDED ACTION:	Staff recommends approval

The Board of Park Commissioners, at their June 19, 2025 meeting, approved the donation proposal from De Pere Youth Hockey Association (DPYH) of up to $50,000 for De Pere Ice Center improvements. The motion passed unanimously with a 6-0 vote.

ATTACHMENTS:
Memo.DPYH.Council, Memo.DPYH, DPYH Donation to DPIA

CITY OF DE PERE
MEMO

To: City Council
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: July 15, 2025

RE: Consideration and Possible Action to Approve DPYH Donation Proposal of up to $50,000 For Rink Improvements.

The Board of Park Commissioners is recommending the approval of a donation from De Pere Youth Hockey Association (DPYH) of up to $50,000 toward rink improvements. Below is a summary of DPYH's proposed donation.

- DPYH would donate up to $25,000 from their organization.
- DPYH would raise up to $25,000 from outside businesses toward rink improvements.
- City would allow a sign to be posted in the lobby recognizing select donors for a period of one year.
- If for some reason the rink would be abandoned within two years of the improvements, the City would agree to refund the donation back to DPYH.
- The donation would first be used toward upgrading the Dehumidification system and replacement of the rubber flooring.

I have spoke with Don Chilson from Brown County Ice Management and he does not have any concerns with the donor recognition as well as the improvements recommended.

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: June 19, 2025

RE: Consideration and Possible Action to Approve DPYH Donation Proposal of up to $50,000 For Rink Improvements.

The De Pere Youth Hockey Association (DPYH) is proposing to donate up to $50,000 toward rink improvements. Below is a summary of their proposed donation.

- DPYH would donate up to $25,000 from their organization.
- DPYH would raise up to $25,000 from outside businesses toward rink improvements.
- City would allow a sign to be posted in the lobby recognizing select donors for a period of one year.
- If for some reason the rink would be abandoned within two years of the improvements, the City would agree to refund the donation back to DPYH.
- The donation would first be used toward upgrading the Dehumidification system and replacement of the rubber flooring.

I have spoke with Don Chilson from Brown County Ice Management and he does not have any concerns with the donor recognition as well as the improvements recommended.

Staff Opinion: We think this is a very generous donation and a clear sign of the support DPYH has for the rink. Considering the discussions that have been on going the last year, I think the contingency request to have their donation refunded is appropriate. If you believe the rink is in jeopardy of being abandoned, then I would probably not look to approve the donation proposal. However, if the ultimate goal is to find a way to have the rink continue, then I think the above proposal is very fair and generous.

De Pere Youth Hockey (DPYH) is proposing the donation of (up to) $ 50,000 (raised through our organization and additional donations) for the purpose of replacing the rubber flooring at De Pere Ice Arena. Details are as follows:

- **Anticipated Donation Amount:** $ 50,000
- **Donation Purpose:** Rubber Flooring (any remaining funds will be applied to rink improvements, as approved by DPYH)
- **Contingencies:**
    - The rink's dehumidification system will be repaired to restore normal functionality and will be kept in proper working condition for the duration of the rubber flooring's lifespan to protect it from potential damage.
    - If the City of De Pere terminates ownership of DPIA for any reason within two years from installation, the City of De Pere shall reimburse DPYH for the entirety of the amount donated.
    - All DPYH and additional sponsorship partners will be recognized for their donation via City of De Pere official social media channels. Donors that contribute greater than or equal to $ 2,500 will have their name displayed on a sign in the rink for a period of 1 year past installation date. DPYH will design the recognition sign consistent with donation amounts.

City of De Pere, Wisconsin **1.9**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schleinz, City Planner/Zoning Administrator
SUBJECT:	Recommendation from Historic Preservation Commission to approve the final draft of the State Bank of De Pere National Register of Historic Places Registration Form as part of the process to designate 127 N Broadway ST as a historic property on the State Register and National Register of Historic Places (Parcel ED-768).
RECOMMENDED ACTION:	Approval.

On June 23, 2025, Historic Preservation Commission unanimously recommended approval by a vote of 7-0

ATTACHMENTS:
Memo to CC, State Bank of De Pere NR Nomination Draft - 17 Jun 2025

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Common Council

From: Peter Schleinz, Senior Planner | Zoning Administrator

Date: July 15, 2025

RE: **Recommendation from Historic Preservation Commission to approve the final draft of the State Bank of De Pere National Register of Historic Places Registration Form as part of the process to designate 127 N Broadway ST as a historic property on the State Register and National Register of Historic Places (Parcel ED-768).**

Summary:
In 2024, the Historic Preservation Commission obtained a $6,000 Certified Local Government Grant, through the Wisconsin Historical Society, to attempt to designate 127 N Broadway ST as a historic property on the State Register and National Register of Historic Places. The grant did not require a match from the City.

- The property owners supported the potential designations.

The consultant, Legacy Architecture INC, was hired to prepare the attached nomination form. If approved by Common Council, staff will forward the nomination form to the consultant and Wisconsin Historical Society for review at the State and Federal levels for placement on the State Register and National Register of Historic Places.

RECOMMENDATION:
Recommend approval of the final draft of the State Bank of De Pere National Register of Historic Places Registration Form for 127 N Broadway ST.

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form.* If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

1. Name of Property

Historic name: State Bank of De Pere
Other names/site number: H.R. Jones Bank, Kellogg Bank
Name of related multiple property listing**:** N/A

(Enter "N/A" if property is not part of a multiple property listing):

2. Location

Street & number: 127 N. Broadway
City or town: De Pere State: WI County: Brown
Not For Publication: ☐ Vicinity: ☐

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this ☒ nomination ☐ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property ☒ meets ☐ does not meet the National Register Criteria. I recommend that this property be considered significant at the following

level(s) of significance: ☐**National** ☐**Statewide** ☒**Local**

Applicable National Register Criteria ☒**A** ☐**B** ☒**C** ☐**D**

Signature of certifying official/Title: **Date** Daina Penkiunas, Wisconsin State Historic Preservation Officer
State or Federal agency/bureau or Tribal Government
In my opinion, the property ☐meets ☐ does not meet the National Register criteria.
Signature of commenting official: **Date**
Title: **State or Federal agency/bureau or Tribal Government**

4. National Park Service Certification

I hereby certify that this property is:

☐ Entered in the National Register

☐ Determined eligible for the National Register

☐ Determined not eligible for the National Register

☐ Removed from the National Register

☐ Other (explain:) _____

_____

Signature of the Keeper Date of Action

5. Classification

Ownership of Property

(Check as many boxes as apply.)

Private:	☒
Public – Local	☐
Public – State	☐
Public – Federal	☐

Category of Property

(Check only **one** box.)

Building(s)	☒
District	☐
Site	☐
Structure	☐
Object	☐

Number of Resources within Property

(Do not include previously listed resources in the county)

Contributing	Noncontributing	
1	0	Buildings
0	0	Sites
0	0	Structures
0	0	Objects
1	0	Total

Number of contributing resources previously listed in the National Register 0

6. Function or Use

Historic Functions (Enter categories from instructions.)	Current Functions (Enter categories from instructions.)
COMMERCE/TRADE / financial institution/bank	COMMERCE/TRADE / restaurant/tavern

7. Description

Architectural Classification
(Enter categories from instructions.)

LATE 19TH & 20TH CENTURY REVIVALS / Beaux Arts

Materials: (enter categories from instructions.)

Principal exterior materials of the property: Foundation: limestone, concrete block
Walls: limestone, brick
Roof: asphalt

Narrative Description
(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with **a summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

Summary Paragraph

The State Bank of De Pere is a two-story commercial storefront building constructed in 1877 as a masonry building and altered with a new façade addition in the Beaux-Arts style completed in 1904. Located at 127 North Broadway in De Pere, Brown County, the building was the home of the State Bank of De Pere from 1902, when the property was purchased for the new financial

institution, until 1933, when the successful local bank moved to a larger space only a few lots south on North Broadway. The bank was one of the only banks in the community at the time, providing savings accounts and lines of credit to locals, and the only one to persevere with a presence in De Pere until the 1980s. While the interior and portions of the rear exterior have been altered since the bank left the location, the main façade, designed by notable Green Bay architect Henry Foeller, retains its integrity as one of the only examples of a high-style Beaux-Arts design in Brown County and the only one in De Pere. While the State Bank of De Pere has undergone alterations, it retains integrity of location, setting, design, materials, workmanship, feeling, and association sufficient to convey its significance under *Criterion A* in the area of Commerce and under *Criterion C* in the area of architecture.

Setting

The State Bank of De Pere is located on the east side of the City of De Pere near the southwest corner of James Street and North Broadway. The building stands on the west side of the 100 block of N. Broadway at the north end of a two-block commercial district between James and Charles Streets. The base of the building is along the back edge of the sidewalk. To the north, it is flanked by a one-story commercial building that was constructed in the mid-twentieth century and that is set back from the edge of the sidewalk by approximately 50 feet. To the south, there is only a wide paved parking lot where the previous commercial buildings were demolished. The building is set along the wide streetscape of North Broadway among a commercial hub on the east side of the Fox River. The building has a narrow street frontage of approximately ten feet along the sidewalk. The north and south sidewalls historically adjoined neighboring buildings while the east (primary) façade faces Broadway, and the west (rear) façade faces the alley that bisects the block.

In the late nineteenth century, the commercial block was originally set back from the street and freestanding without abutting buildings. Then, in 1904, the existing Beaux Arts façade was constructed on the east façade to match the setback of the adjacent buildings constructed to the north and south. By the early twentieth century, the State Bank of De Pere stood amid a densely developed commercial district on Broadway consisting of contiguous and abutting commercial blocks that varied between one and three stories tall. The buildings immediately south of the State Bank of De Pere were demolished and replaced in the 1960s and again demolished between 1982-1992. In the southern half of the commercial district, most buildings along the west side of the Broadway commercial district were demolished between 2005 and 2010 when the bridge carrying State Highway 32 to the west bank of the Fox River was realigned from its original alignment on George Street, bisecting the north and south sides of the Broadway commercial district. The bridge was reconstructed at the south end of the commercial district. The building is near, but not included in several National Register Historic Districts including the North Broadway Street Historic District of 52 properties listed in 1983; the North Michigan Street – North Superior Street Historic District of 114 residential properties listed in 2007; and the De Pere Lock and Dam Historic District of seven contributing resources listed in 1993.

Exterior Description

The two-story State Bank of De Pere building has a monumental limestone and granite façade that was a later addition and gives the impression of a single story from the exterior. This façade occupies about eight feet at the front of the building on the east elevation. Little remains visible of the original construction besides the cream brick masonry walls and the stone foundation of the side elevations. There is a stepped brick parapet with clay tiles and a flat (slightly sloped) asphalt roof.

East Elevation

The State Bank of De Pere has a façade on the east elevation in the true sense of the word; it was added in 1904 as a renovation effort in the Beaux-Art classicism for the recently established financial institution to give it an outward sense of stability and wealth. The façade faces North Broadway to the east. The east facade has a base of rusticated limestone. Above, the elevation is entirely limestone veneer, varying in depth from four to twenty inches, hung on a brick backing. The corners feature full-height pilasters at the north and south ends on a nearly symmetrical façade. Between the pilasters are two bays, each five feet nine inches wide, divided by short, polished granite columns with a fourteen-inch diameter. These columns are Doric in style with squared bases and spaced evenly. In the left bay to the south is a recessed entry with a stone step. Originally open, the bay now has an aluminum storefront and door with sidelights and a transom. The right bay to the north has a fixed metal window with a deep stone sill. The contemporary glass is etched, and the window has wood trim. On top of the columns and openings is a horizontal entablature with decorative molding at the base. Above is a large Roman arch, spanning between the pilasters with a six feet six inches radius, and topped with a decorative keystone. The large arch has a window with wood trim divided into twelve squares, each with an operable awning window with frosted glass. Historically, this window also had lead bars in a diamond pattern in each light. Above the arch is a raised stone panel with the shadow of text in relief that reads “State Bank of De Pere.” The lettering has been removed, as have the remnants of metal rods that supported non-extant tavern signage. At each end is a decorative medallion with organic patterns centered around a carved representation of a silver dollar, with one end representing one face of the historic coin and the other side showing the other side. The elevation is capped with stone coping.

South Elevation

The south elevation historically was immediately adjacent to a neighboring one-story commercial building and consequently covered. The foundation is quarried stone and is visible along this part of the building. Most of the exterior is cream brick in a common bond that was originally obscured when constructed by an adjacent one-story commercial building that is non-extant. Exposed ends of the internal rafter ends are visible in the brick masonry. The change to the first addition to the west is visible in the color of the brickwork, as the foundation also changed to concrete block from stone. Similarly, the second garage addition is also clear as the exterior wall transitions to painted concrete block. At the southeast corner of the building is a contemporary rough stone veneer that covers the original stone that is wraps around this corner.

This veneer extends approximately eight feet horizontally on the south elevation and rises about twenty feet up, revealing the original limestone near the parapet. There are two first-floor window openings in the first addition that have been bricked in. The second floor has three non-historic windows, one 1 over 1 vinyl sash in the first addition with a brick sill, and to the north of it, a pair of 1 over 1 vinyl sash windows with a brick sill, and then another single matching window further east in the upper level of the original building. These windows were likely added as the second floor became an apartment over the tavern in the 1930s. The elevation terminates with a stepped brick parapet with a clay tile coping that conceals the flat asphalt roof and decreases in height to the rear of the building at the west. There is an external chimney at the western end of the original building with matching cream brick and a stone cap. The brick in this location is damaged.

West Elevation

The rear of the building has a visible concrete slab on the property and a concrete block foundation. Most of the elevation has vinyl siding with a two-car overhead garage door on the north side and a pedestrian door on the south end of the elevation. The second level has a wood frame deck with a trellised wood screen, and the exterior wall has vinyl siding with a sliding vinyl door at the north end and a single 1 over 1 vinyl sash window at the south end. The overhanging shed roof has a low slope and asphalt shingles.

North Elevation

Like the south elevation, the north one also historically was immediately adjacent to a neighboring one-story commercial building and consequently covered. The foundation is quarried stone from the nineteenth century. This side of the building similarly reveals the original brick from the nineteenth century, with a portion of the rear covered by an adjacent one-story commercial building. The brick has been painted, and the front portion to the east is smooth limestone that wraps around from the front façade and was constructed as a part of the 1904 renovation. Two 1 over 1 vinyl sash windows are located at the western end in the rear additions and are difficult to see from the exterior of the building. The elevation terminates with a stepped brick parapet with a clay tile coping that conceals the flat asphalt roof and decreases in height to the rear of the building at the west.

Interior Description

Overview

The floor plan of the State Bank of De Pere building is arranged with a large lobby with a two-story high space at the front. This large space takes up most of the original building. While the building is shown as a single story in fire insurance maps into the twentieth century, the 1904 renovation plans reveal that the lobby was on this scale before alterations as well. There is a recessed entry vestibule and a turned main door to the south with a set of steps. Behind the lobby to the west is a one story space that formerly consisted of a bank vault, office, and toilet that is now used as a continuation of the open lobby and a storage room that were repurposed as

back-of-house spaces such as a kitchen when the building was used as a tavern since the mid-1930s.

The first, circa 1930s addition at the rear has a toilet, wash basin, hall, and stairs on the first floor. Further to the rear, is an open garage and stairs that were likely added circa 1970. Above, on the second floor, is a two bedroom apartment that is accessed via an open stair in the garage.

First Floor

Though the interior has been altered since it was a bank, many of the original finishes are still in place. The front vestibule has a tile floor that continues up the stairs and into the lobby space. This flooring is in small polychromatic hexagonal tiles that form six-sided stars and is lined with Greek waves along the edges. There is also a low marble wainscot in the vestibule area. The open lobby space has a marble wainscot on the walls capped with trim and painted ornamental plaster above. The tile pattern flooring of the vestibule continues into the lobby along the south side of the building, with a tongue-and-groove pine flooring on the north side where the bar is located presently and has been situated since the 1930s. The prominent arched window of the façade is divided into twelve squares with operable awning windows and a single round fixed window under the keystone. The window has painted wood trim, and the glazing has been replaced with contemporary frosted glass where it was historically divided by a lead grill. The ceiling of the lobby features wood faux beams crossing the room with plaster brackets that have a decorative floral pattern. These also have wood crown molding and dentils. Near the center of the open space is a former rectilinear skylight divided into nine squares by wood beams and have since been covered with panels. Originally, it was open to above and let natural light into the lobby. A set of original metal safety deposit boxes is located on the west wall. There are eighty of them in a deep plaster wall with numbers and key holes facing the lobby space. The lobby, according to the 1904 plans, once consisted of a cashier's desk, but is now occupied by a new bar and a rear arched display with mirrors to mimic the prominent arch on the façade, and replacement ceiling fixtures added recently as part of a remodeling effort.

To the west of the lobby space is a thick four-wythe brick wall in the old location of the bank vault. The other finishes on the floor, walls, and ceiling of the vault have been replaced with painted drywall and fiber reinforced polymer. The adjacent spaces of the first rear addition have polished concrete floors and plaster walls. The rear one-and-one-half story garage addition on the first floor has a concrete slab floor, exposed plywood walls, and exposed rafters above. There is a utilitarian wood frame staircase that leads down to the garage level and up to a second-floor apartment.

Second Floor

The additions to the building in the 1930s to repurpose it as a tavern included a second-floor apartment. The finishes on the second floor are wood floors, painted drywall, some diagonal wood paneling on the walls, and a drywall ceiling with contemporary fixtures. The unit is entered from stairs leading up from the garage below to a living room and kitchen at the west end

of the apartment and private spaces to the east. The space is presently a private residence and does not have any architectural features from the period of significance.

Basement

The foundation of the building was lowered and rebuilt during the 1904 renovations of the State Bank of De Pere. The foundation walls are exposed to the lower level and are stone block in the front under the façade and a mix of fieldstone and brick elsewhere. There is a storage area in a long open room at the eastern end of the basement, and a former vault and boiler room at the western end. The floor is a concrete slab, and the ceiling is the exposed wood joists above, with a few storage lockers and coolers used by past tavern occupants of the space. At the northeast corner, there is a crawlspace with an opening in the foundation wall that was reportedly used as a passage under the street, though its purpose is unknown.

Integrity

Location and Setting

The bank building remains in its original location at 127 North Broadway and retains a similar setting of the wide commercial streetscape. The non-extant adjacent commercial buildings have been demolished except one, leaving room for parking lots and exposing the north and south elevations of the building; however, the main east façade comes right up to the sidewalk as was originally intended.

Design

From the exterior, the design of the bank remains largely intact from the period of construction of the façade in 1904, with the exceptions of three window openings on the second floor of the south elevation and two bricked-in window openings on the first floor of the south elevation. There have also been two additions to the rear, in matching brick to extend the building for a second-floor apartment circa 1935, and another rear addition with concrete block and vinyl siding circa 1970. These additions have changed the footprint of the building at the rear and are essentially utilitarian in appearance. They are not readily noticeable from the main east façade and its significant design.

Similarly, the interior of the building features a large two-story lobby space at the front upon entry. This space retains many of the finishes and details of the original 1904 bank design. Since the 1930s, the building has been used as several taverns, and, in each case, there were interior renovations with new wall finishes, light fixtures, replacement windows, and a remodeling of the rear of the building for supporting uses such as kitchens and storage. The second floor is presently an apartment and has been for some time, with contemporary finishes. These rear and second-floor uses are not visible from the public former bank lobby area.

Materials and Workmanship

On the exterior, the bank building retains its visible cream brick and stone foundation in addition to the impressive stone façade added to the front in 1904 with limestone on brick backing, granite columns, and a large arched window. The original wood windows have been removed, but the material palette of the main façade and simple masonry construction on the sides of the building are still present.

The interior of the main lobby retains some of the materials of the 1904 bank, including marble wainscot at the entry, mosaic tile floor, plaster walls, bracketed wood beams, and crown molding. Some of the finishes in the lobby space are from the period when the building was used as a tavern and reflect that use with plain tile and wood flooring. Elsewhere, the materials of the interior finishes are either from the post-1933 period, when it was a tavern and apartment, or are recent alterations.

Feeling and Association

Despite alterations, the building retains sufficient integrity in the aspects to cumulatively convey the feeling and association of a turn of the twentieth century bank. The architecturally prominent decorative stone façade is still in place and effectively unalterable, and a constant reminder of the building's identity as the State Bank of De Pere, while the stone foundation and brick elevations are reminders of the building's nineteenth-century commercial origins. Likewise, the main two-story lobby is open and retains many of the design elements of the old bank lobby. Cumulatively, the building is associated with the history and design of the bank.

END OF DESCRIPTION, DO NOT DELETE

8. Statement of Significance

Applicable National Register Criteria
(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

☒ A. Property is associated with events that have made a significant contribution to the broad patterns of our history.

☐ B. Property is associated with the lives of persons significant in our past.

☒ C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐ D. Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations
(Mark "x" in all the boxes that apply.)

☐ A. Owned by a religious institution or used for religious purposes

☐ B. Removed from its original location

☐ C. A birthplace or grave

☐ D. A cemetery

☐ E. A reconstructed building, object, or structure

☐ F. A commemorative property

☐ G. Less than 50 years old or achieving significance within the past 50 years

Areas of Significance	Significant Person
Commerce	N/A
Architecture	

Period of Significance	Cultural Affiliation
1902-1933	N/A
1904	

Significant Dates	Architect/Builder
1877	Foeller, Henry (architect)
1904	

Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

The State Bank of De Pere is significant at the local level under *Criterion A* in the area of Commerce as a long-standing bank in the City of De Pere. The bank was successful and persevered during a time when most of the financial institutions developed in De Pere were short-lived. It was one of the only banks in the community and continued operation through most of the twentieth century.

The State Bank of De Pere is also significant at the local level under *Criterion C* in the area of Architecture as a fine, and only, example of the Beaux Arts style in the City of De Pere. The style is appreciably rare in Brown County and the State of Wisconsin, and the bank's façade is a well designed and intact work designed by the local prominent architect Henry Foeller.

Period of Significance and Justification

The period of significance in the area of commerce begins with the establishment of the State Bank of De Pere in 1902, the same year when the institution purchased the extant building at 127 N. Broadway, and ends in 1933, when the bank moved out of the commercial storefront space

for a larger building further south along North Broadway. The building ceased to be a bank at that time.

In the area of architecture, the period of significance is limited to the date of construction for the main façade facing N. Broadway only. The stone Beaux-Arts style front is designed in a high style with architectural integrity, and, while the building itself is older than the renovated façade, it has undergone changes on the exterior and interior since that time.

Criteria Consideration (if applicable)
Not applicable

Narrative Statement of Significance (Provide at least **one** paragraph for each area of significance.)

The State Bank of De Pere is eligible under Criterion A: Commerce as a locally significant bank in the history of the city. The bank was one of the first financial institutions in De Pere to last a considerable amount of time and one of the few that served the rapidly growing community in the early twentieth century from its establishment in 1902 along North Broadway to the time that the institution moved to another location in 1933. It is one of only a few historic banks remaining in De Pere.

The bank building is also eligible under Criterion C: Architecture as a local example of the Beaux-Arts style. It is the only building of this kind in De Pere and one of only a few examples in Brown County. The main façade, completed as an addition in 1904 and designed by respected local architect Henry Foeller, is architecturally remarkable. The building, and particularly its façade, has a high level of integrity in aspects of location, setting, design, materials, workmanship, feeling, and association.

Historic Context

Brief History of the City of De Pere

The State Bank of De Pere at 127 N. Broadway is located in the City of De Pere, Brown County, in northeast Wisconsin. The city developed on the east and west banks of the lower Fox River, approximately seven miles south of the point of the bay of Green Bay. Before European contact in the 1600s, this region was within the ancestral homelands of the Menominee and Ho-Chunk Nations. The Fox River watershed between the bay of Green Bay and Lake Winnebago was also inhabited by the Mascouten, Sauk, and Ojibwe between the seventeenth and early eighteenth centuries.[1]

[1] Wisconsin First Nations American Indian Studies of Wisconsin, "Tribal Lands Map," Wisconsin Department of Public Instruction-American Indian Studies, PBS Wisconsin, and the University of Wisconsin-School of Education; https://wisconsinfirstnations.org/map/; accessed Mat 2025; and Martin, Deborah. *History of Brown County, Wisconsin, Past and Present, 2 Volumes* (Chicago, IL: S.J. Clarke Publishing Company, 1913).

French colonists of the St. Lawrence River valley were the first Europeans to travel into the western Great Lakes. In the early 1600s, the Huron permitted the government of New France in Montreal to allow young French male colonists to live among them, learn their language and customs, and understand the landscape and water routes. French explorers began navigating along the shores of Lake Michigan and the interior rivers of Wisconsin, seeking to expand the existing fur trade, to establish a river passage across North America, and to establish Christian missions. In 1634, the Huron escorted Jean Nicolet to meet the Ho Chunk at Red Banks on the east shore of Green Bay.[2]

In 1671, Father Claude Allouez founded the Mission of St. Francois Xavier at the *Rapides des Pères* on the Fox River. Allouez began his journey to the bay of Green Bay in 1669 from the mission at La Pointe on the shores of Chequamegon Bay. Allouez weathered the winter in a Native village at the mouth of the Oconto River before continuing to his intended destination on the Fox River. The Mission of St. Francois Xavier was built on a projection of land around the last series of rapids before the Fox River enters Green Bay. The mission was destroyed by the Iroquois in 1687 because of mounting conflicts between the Native nation and the French in the seventeenth century.[3]

French forts and trading posts were established at the southern end of Green Bay in the seventeenth and eighteenth centuries. In the 1600s and 1700s, prominent native villages existed concurrently in the region along the south bank of Green Bay, at Red Banks by the Ho-Chunk, and along the Fox River by the Menominee, Ojibwe, and Odawa Nations. The French forts and trading posts were succeeded by a British fort and fur trading post when the British gained control of the region in the late 1700s. An American fort and fur trading post was established in the early 1800s. Following the War of 1812, the U.S. established Fort Howard at the south end of the bay of Green Bay west of the Fox River in 1816. The U.S. government then began acquiring land in the Wisconsin region by entering treaties with Native Nations, beginning with the Menominee for lands surrounding Fort Howard in 1817. In the following twenty years, the Menominee ceded substantial portions of their territory around Green Bay to the United States.[4]

The City of De Pere derives its name from the French term, *Rapides des Pères,* describing the final rapids of the Fox River before converging with Green Bay. However, the present-day City of De Pere originated from two prospective settlements established in the mid-1800s on either side of the Fox River with the intent of harnessing waterpower from the rapids for economic gain. The first plat was on the east bank of the Fox River and was made under the authority of the De Pere Hydraulic Company in 1835. In 1837, a dam was constructed across the Fox River at the head of the rapids. In 1850, the original plat for West De Pere on the west bank of the river was prepared. The two communities were incorporated as villages in 1857 and 1870, respectively. In 1882, a large fire destroyed much of the east side's commercial district between George and Lewis Streets along Broadway. Another fire in 1888 destroyed much of North Broadway, and another the following year struck the same area. The one and two-story wood

[2] Maes, Matthew J. *The History of Brown County and De Pere, Wisconsin* (De Pere, WI,: St. Norbert College, 1915).
[3] Maes, Matthew J. *The History of Brown County and De Pere, Wisconsin*.
[4] Maes, Matthew J. *The History of Brown County and De Pere, Wisconsin*.

frame commercial buildings were nearly all razed, and the following development, especially of commercial storefronts on both sides of the Fox River, would be built of masonry. In 1883, the City of De Pere was incorporated on the east bank of the river, and the City of Nicolet was incorporated on the west bank of the river. In 1887, the state legislature authorized the City of Nicolet to be renamed the City of West De Pere. In 1890, the cities were consolidated into the unified City of De Pere, hastened by the experience of the devastating fires. A new lock and dam system on the Fox River was completed in 1896, maintaining De Pere's close relationship with the Fox River. St. Norbert's College opened in De Pere in 1898 to train young Catholic priests. Over the following century, it would transform into a Catholic liberal arts college.[5]

The first few decades of the twentieth century were a period of rapid growth for the consolidated city with 4,038 inhabitants in 1900. The waterworks were established under municipal control in 1904. A large turning basin between the Wells docks and a newly refurbished paper mill was constructed in 1910; gas service and electricity were introduced in 1912, a sanatorium was completed in 1914, and a police and fire department were commissioned in 1916. The De Pere Journal Democrat newspaper was established in 1918, and WHBY, the second radio station in Wisconsin, opened in 1925.[6]

During the Great Depression years following 1929, De Pere's local economy continued to flourish as a reinforced concrete Claude Allouez Bridge was constructed in 1932, linking the two commercial areas at the heart of the city across the river. U.S. Paper Mills was founded in 1935, and the De Pere Chamber of Commerce was organized in 1937. Following World War II, the city's economy was driven by paper manufacturing and meat packing, with examples such as the Thomson Meat Packing and the U.S. Paper Mill being the largest employers in the city during the 1950s and 1960s. During this period, the city continued to grow and expand with suburban tract housing in Ranch and Minimal Traditional styles as the population reached 10,045 inhabitants in 1960. Marquette Mall, the first shopping mall in the community, was opened in 1965 as the first commercial center outside of the twin districts along the river in the center of the city. Shopko was established in 1967, and other outlets along the highways on both sides of the river began drawing business away from downtown.[7]

A west side historic district along Main Street and an east side district were identified and listed in the National Register of Historic Places in the late 1970s and early 1980s, respectively. As the city continued to grow, the two downtown commercial districts flourished despite the suburban nature of the community. The population of De Pere reached 25,410 people in 2020.[8]

[5] Martin, Deborah. *History of Brown County, Wisconsin, Past and Present, 2 Volumes* (Chicago, IL: S.J. Clarke Publishing Company, 1913); and Heggland, Timothy. *City of De Pere, Brown County, Wisconsin: Intensive Survey Report* (Prepared for the City of De Pere, October 2001).
[6] Heritage Research, Ltd. *Historical and Architectural Resources Survey, 2017. City of De Pere, Brown County, Wisconsin* (Prepared for the De Pere Historic Preservation Commission. August 2017).
[7] "Chronological History," De Pere Document Center. https://www.deperewi.gov/egov/apps/document/center.egov?view=item&id=98#:~:text=president%20of%20St.-,Norbert%20College.,%233%2C%20and%20%234. Accessed May 2025.
[8] "Chronological History," De Pere Document Center.

History of Commerce and Banking in De Pere

The earliest recorded commercial activity that took place in present-day De Pere was conducted by traders and merchants serving traffic up and down the Fox River in the eighteenth and nineteenth centuries. Following the construction of the first dam across the rapids at De Pere in 1837, the first bridge was constructed crossing the river. The bridge drove this growth as it was the only crossing of the river in the region and created hubs for industrial and commercial development on both sides. Apart from the former payroll office of the De Pere Hydraulic Company, constructed in 1837, located at 403 North Broadway, and moved to its present site in 1861, most of the surviving commercial buildings in De Pere were constructed from the 1870s to the present. Many of these properties are in 'downtown,' which is located at both the east and west ends of the Claude Allouez Bridge, the site of all the major bridges historically in De Pere. The city is situated five miles south of the mouth of the Fox River at Green Bay, where there were once large rapids in the river. This made the site the furthest ships could travel in the early nineteenth century. The rapids also provided waterpower for early industries. The combination of transportation and a readily available power source made the site of De Pere economically viable and attractive.[9]

Roadways also contributed to the location and popularity of De Pere businesses as the north-south running Broadway connected De Pere and other communities to the City of Green Bay to the north. Once the first bridge was constructed near the rapids and dam, the site where this bridge met Broadway became the hub of the community. Likewise, following the construction of the bridge, the approach on the west side of the river along Main Street also developed as a commercial center. This increased as the Chicago and Northwestern Railroad was constructed in 1862 on the west side of the river, right through the west bank hub.[10]

A series of fires, beginning in 1882, destroyed many of the frame-built commercial blocks on both sides of De Pere, and in response, a fire district was created along Broadway that only allowed for masonry construction. Most of the extant commercial storefronts date from the period following these disasters in the 1880s through the 1910s.[11]

One of the first two banks in Wisconsin was established in Green Bay in 1835; the other was in Mineral Point. Both failed during the panic of 1837, a trend that befell many nineteenth-century banking operations in the state. The first bank in De Pere was built for the Fox River Hydraulic Company in 1836 and failed the following year. In 1852, a state banking law was passed that provided a bank comptroller to oversee the notes provided by banks in Wisconsin, which led to more local banks to be established including the Fox Riverbank in Green Bay, formed in 1854, and the Bank of Green Bay, later known as First National Bank, established in 1859.[12]

[9] Milquet, Mary Kay and Dan. *De Pere of Yesteryear* (Brillion, WI: Zander Press, 2006); and Lewis, Albert Walter. *Green Bay, County Seat, Brown County, Wisconsin* (Green Bay, WI: Green Bay Commercial Club, 1915).
[10] Heggland, Timothy. *City of De Pere, Brown County, Wisconsin: Intensive Survey Report* (Prepared for the City of De Pere, October 2001).
[11] Heggland, Timothy. *City of De Pere, Brown County, Wisconsin: Intensive Survey Report*.
[12] Heggland, Timothy. *City of De Pere, Brown County, Wisconsin: Intensive Survey Report* .

Banking in Brown County generally focused on the larger institutions in Green Bay to the north; however, a series of short-lived smaller banks developed in De Pere in the nineteenth century. The second bank in the city was the Brown County Bank, established in the office of the Fox River Hydraulic Company as a state-chartered bank; it closed in 1860. The Bank of De Pere was organized in 1872 on North Broadway and closed in 1877. The First National Bank of De Pere opened in 1873 and only lasted three years. The H.R. Jones Bank was organized as a private lending institution in 1877 and closed in 1883. Finally, the Kellogg Bank was opened on North Broadway in 1889 and was purchased by the State Bank of De Pere in 1902.[13]

During the twentieth century, several banks were established that persevered, including the State Bank of De Pere, established on North Broadway in 1902. Others include the rival National Bank, also on North Broadway and established in 1904. The Bank of West De Pere, organized with a small office on Main Street in 1919, would later become Community Bank in 1970, and the De Pere Federal Savings and Loan Association, established in 1935.[14]

The H.R. Jones Bank was established at 127 N. Broadway in 1877 following the panics of the early 1870s, when many banks were forced to close. The bank closed due to bankruptcy in 1883 and was purchased by Rufus Kellogg and renamed the Kellogg Bank, often going by the moniker "The State Bank" with a state charter granted in 1889. A branch of the larger Kellogg Banking empire of Green Bay, the bank continued to operate until the turn of the century. In 1902, the property was acquired and renamed the State Bank of De Pere with J.S. Gittens as president, who was also the director of the American Writing Paper Company in De Pere. At the time, it was the only identifiable bank on either side of the river in De Pere, according to plat books, city directories, and Sanborn fire insurance maps of the period. Within two years, the bank's façade and interior were remodeled. The former mayor of De Pere, John Anton Kuypers, served as the bank president from 1918 to 1931. The bank would later move to a larger space at the former National Bank location at 107 N. Broadway in 1933. The bank would eventually open a West De Pere branch at 366 Main Avenue in 1908 with a small commercial vernacular storefront. In 1966, the bank moved again to a new building at 206 N. Wisconsin Avenue on the east side of the river and a small branch at 115 4th Street on the west side of the river. All these bank buildings are still extant. Following a reorganization, the bank was purchased in 1989 as the first expansion of the large Associated Bank.[15] The State Bank of De Pere was the only financial institution in De Pere during the first two decades of the twentieth century and, unlike many of its forerunners and competitors, stayed in business until the end of the twentieth century as a stable and trusted local financial institution.

[13] Martin, Deborah. *History of Brown County, Wisconsin, Past and Present, 2 Volumes* (Chicago, IL: S.J. Clarke Publishing Company, 1913).
[14] Graef, Anhalt of Schloemer and Associates. Determination of Eligibility of the State Bank of De Pere at 127 N. Broadway, De Pere, WI (2004).
[15] Graef, Anhalt of Schloemer and Associates. Determination of Eligibility of the State Bank of De Pere at 127 N. Broadway, De Pere, WI (2004); and *Commemorative biographical record of the Fox River Valley counties of Brown, Outagamie, and Winnebago* (Chicago, IL: J.H. Beers and Co., 1895); and John Anton Kuypers (Obituary) (*Green Bay Press-Gazette*, March 20, 1940); and "State Bank of De Pere," vertical file, on file at the De Pere Historical Society. De Pere, WI.

Property History

The building at 127 N. Broadway, which would later be the home of the State Bank of De Pere, was constructed in 1877 by M.H. Hunt after the lot was acquired four years earlier. The space was used as a bank, specifically the Kellogg Bank, as of 1889. The building was flanked by two non-extant brick two-story storefronts by 1895. The property was acquired by the newly organized State Bank of De Pere in 1902 and extensively remodeled in 1904, coinciding with the lowering of the right-of-way of Broadway by about three feet. The renovation effort included a Beaux-Arts main façade that extended the front of the building approximately eight feet closer to the street, the lowering of the floor, and new finishes on the interior designed by architect Henry Foeller. Franken and Brookman completed exterior work as contractors, while R. Braud and Sons of Oshkosh completed the interior work. Original plans to introduce a new vault, remodel the back of the building, and lower the floor down to grade were not completed. The bank left the property in 1933, and the façade is still extant.[16]

After its use as a bank, the property housed the Fred Hendricks Tavern as of 1935, who also opened an appliance business out of the location. A large rear addition was completed to the tavern circa 1938, and the second floor was used as an expanded apartment, usually occupied by the owner of the bar below. By 1950, the building was owned by Ivan Mataya and operated as the Zig Zag bar, which continued to operate until 1973. Since that time, the building has been several bars, including Herbie's Too Tavern, R&K Lounge, Cassie's Tavern, Night Deposit Tavern, and My Place.[17]

Architectural Context

Beaux-Arts Style

The State Bank of De Pere reflects the Beaux-Arts style, popular around the turn of the twentieth century. The style traces its origins to the French classicism of the seventeenth century, popular in the court of King Louis XIV and continued under the auspices of the Académie royale d'architecture, renamed the Académie des Beaux-Arts following the French Revolution. The eclectic, rigid classicism promoted by the academy was challenged by a set of French architects in the 1820s and 1830s who embraced a more romantic style rather than formality, drawing on Renaissance, Baroque, and even non-European influences to produce what they saw as a national French architecture. The methods of instruction taught through the academy continued without interruption in France from the early nineteenth century to the 1960s. The style that it produced

[16] Lot sales (*Green Bay Press Gazette*, May 31, 1873); and "The State Bank of De Pere, De Pere, Wisconsin." 1878-1908 (Pamphlet. on file at the De Pere Historical Society. De Pere, WI); and Tax Rolls 1899, 1910, 1914, 1916, 1918, 1945, 1950, and 1955. (On file at the De Pere Historical Society. De Pere, WI).
[17] Wright's Directory of Green Bay with De Pere and Brown County. Milwaukee, WI: A.G. Wright Publishing, 1884, 1901, 1911, 1916, 1931, 1935, 1946, 1951, 1955, 1959, 1960, 1964-65, 1970, 1973, 1977, 1980, 1983, 1985, 1987, and 1995 (On file at the Wisconsin Historical Society Library); and Sanborn-Perris Map Co. Fire Insurance Maps of De Pere, Wisconsin. New York: Sanborn-Perris Co., 1884; 1890; 1895; 1900; 1914; 1925, 1925 (updated to 1934), 1925 (updated to 1953).

was referred to in English as simply Beaux-Arts, and was especially popular, in France and abroad, from the 1850s to the 1900s.[18]

The style became popular in the United States beginning in the 1880s, as many prominent architects of the period, including Henry Hobson Richardson, John Galen Howard, and Daniel Burnham, embraced it even as its influence was waning outside of France elsewhere in the western world. The World's Columbian Exposition of 1893 in Chicago was the culmination of several of these architects' influence and propelled the visibility and popularity of the style in America into the twentieth century.[19]

While the Beaux-Arts style is certainly classically inspired, it is broadly considered less severe than revival classicism in its willingness to use ornamentation and impressionistic finishes along otherwise conservative lines. Characteristics of the style include oversized details, deep cornices, blatant historicism and eclecticism, flat roofs, raised first floors, grand and symmetrical entryways, arched windows and pedimented doors, rusticated foundations, murals, mosaic, pilasters, clasps, brackets, consoles, polychrome finishes, symmetry, and sculptural additions.[20]

In Wisconsin, the Beaux-Arts style is much less prolific than the associated Neoclassical Revival and classically inspired designs. Though rare and usually reserved for large commercial or institutional buildings, a few notable examples include Agriculture Hall at the University of Wisconsin, Madison, the Al Ringling Theater in Baraboo, the Eau Claire Public Library, the Germania Building in Milwaukee, the Manitowoc County Courthouse, and the and the Brown County Courthouse in Green Bay, not far from De Pere. The only such example of the style in De Pere is the façade of the State Bank of De Pere, designed by Henry Foeller on a small scale. The front of the bank building is nearly symmetrical, with a massive limestone façade with polished granite columns and a large and high arch spanning the width of the building from pilaster to pilaster with decorative carved elements. This richly finished appearance feels monumental despite its size and was originally reflected on the interior of the bank lobby as well. Arguably, the style was appropriate for a newly formed bank at the turn of the century as a means of conveying a reliable and successful financial institution. In the case of the State Bank of De Pere, this turned out to be an honest appraisal.[21]

Architect

The main Beaux-Arts façade of the State Bank of De Pere building was designed by Green Bay architect Henry A. Foeller as his first commission in De Pere. Foeller was born in Alsace,

[18] Middleton, Robin, ed. *The Beaux-Arts and Nineteenth-century French Architecture* (London: Thames and Hudson, 1982).
[19] Middleton, Robin, ed. *The Beaux-Arts and Nineteenth-century French Architecture*.
[20] Wyatt, Barbara, ed. *Cultural Resources Management in Wisconsin. 3 Volumes* (Madison, WI: State Historical Society of Wisconsin, 1986).
[21] Wisconsin Historic Preservation Database / Wisconsin Architecture and History Inventory. https://www.wisconsinhistory.org/Records?facets=CATEGORIES%3a%22Architecture+and+History+Inventory%22; accessed May 2025; and Foeller, H.A. *State Bank of De Pere (Architectural Drawings)* (Green Bay, WI: 1904. On file with Berners Schober Associates, Green Bay, WI).

France, in 1871. He immigrated to the United States with his family in 1885, settling in Oshkosh, Wisconsin. Foeller attended the Oshkosh Teacher's College and apprenticed with notable Oshkosh architect Williams Waters until 1895 when he established his own office in Green Bay where he worked on a variety of small commissions in and around Brown County, working in a variety of eclectic styles and became a member of the American Institute of Architects (AIA) in 1901. He was joined by Max W. Schober in 1907, who began as a draftsman and rose quickly to become Foeller's lifelong partner. Marvin Stephenson, another architect, joined them in 1917. Beginning with many residential projects, the office soon focused on larger commissions, including community buildings such as churches, schools, libraries, and hospitals in the 1910s and 1920s. In 1925, Edgar Berners, an engineer, joined the firm. Four years later, he became a partner, and the office was renamed Foeller, Schober, and Berners in 1929. Foeller headed the firm and was enrolled as a Fellow with AIA in 1937. He died the following year, and the firm was renamed Berners-Schober in 1941 when Max Schober's son, Leonard Schober, took his place at the firm.[22]

The office has been responsible for a large volume of work over the last century, especially high-profile designs in the region around Brown County. The firm also worked on other notable local Bay projects such as the Architects Building, the office of Foeller, Schober, and Stephenson, and later its successor firm Berners-Schober Associates, at 306-314 Pine Street; the Columbus Club, the Northern Finance Company Building; the Green Bay YMCA, Lambeau Field, and the Green Bay Press-Gazette Building, all in the City of Green Bay. In De Pere, Foeller was also responsible for the design of several residences and the De Pere Public Library on South Broadway, which is listed in the National Register of Historic Places. Berners-Schober Associates continues today as a leading architectural and engineering office in Northeastern Wisconsin and is one of the state's oldest firms. Much of the office's work, which spans many building types and architectural styles, has been recorded and preserved.[23]

Comparative Analysis

The State Bank of De Pere, located at 127 N. Broadway, is recorded as a local landmark in the City of De Pere; however, there are several comparable resources. There are six banks or financial institutions that have been recorded in WHPD in the City of De Pere. Of these, the National Bank at 107 N. Broadway, completed in 1904, operated as a competitor to the State Bank of De Pere until it closed in 1932. The State Bank of De Pere would move into its former building a year later and would expand the property with a large 1954 addition. The former National Bank was also determined eligible at the same time as the State Bank of De Pere as a local example of Neoclassical architecture. The Bank of West De Pere at 371 Main Avenue, constructed in 1919, is another example of the closely related and contemporaneous Neoclassical style and is a comparable example of an early twentieth-century bank building, although the Bank of West De Pere is even smaller and humbler in scale. Others include the W.P. Call Building, which is a Victorian-era, two-story commercial vernacular building that was later adapted for use as the De Pere Savings and Loan in the mid-twentieth century. The Community

[22] "Henry Foeller, Architect, Dies at Green Bay" (*The Wisconsin Architect*. July 1938).
[23] Causier, Charles and Timothy Heggland. *Green Bay YMCA Nomination for the National Register of Historic Places* (March 1989).

Bank at 441 Main Avenue and the First Security Credit Union at 900 George Street are mid-twentieth-century financial institutions that are examples of the Modern Movement, constructed in 1970.[24]

In the City of De Pere, there are fourteen examples of the Neoclassical and Beaux Arts style that have been recorded in the Wisconsin Historic Preservation Database (WHPD), consisting of banks, commercial buildings, university buildings, religious buildings, and residences. Of these, only the bank buildings listed in Table 1 below are comparable in style, scale, and type, and only the State Bank of De Pere can conclusively be labelled as embracing the Beaux Arts style rather than a more broadly Neoclassical revival. In Brown County, there are few examples of the Beaux-Arts style, the most recognizable being the Brown County Courthouse in downtown Green Bay, which was individually listed in the National Register in 1976, and more recently included in the Green Bay Downtown Historic District in 2019.[25]

Table 1. Banks and Financial Institutions Previously Recorded in WHPD

AHI	Name	Address	Year	Style	Evaluation
1801	State Bank of De Pere	127 N. Broadway	1877, 1904	Beaux Arts	Determined eligible
1802	National Bank	107 N. Broadway	1904	Neoclassical	Determined eligible
121561	Bank of West De Pere	371 Main Avenue	1920	Neoclassical	Contributing to the Main Street Historic District
121331	W.P. Call Building	123 S. Broadway	1882	Vernacular commercial building	Non-contributing in the South Broadway Historic District
232923	Bank of West De Pere	441 Main Avenue	1952, 1970	Modern movement	Unevaluated
233613	First Security Credit Union	900 George Street	1985	Modern movement	Unevaluated

*Shaded entries indicate examples that are comparable to financial institutions that are designed in classically derived styles.

Concluding Significance Statement

The State Bank of De Pere was one of the most successful financial institutions in terms of its longevity and influence on commercial life in the city. The bank operated from 127 North Broadway from 1902 to 1933 and continued at other locations afterward. The building's façade, completed in 1904 and designed by architect Henry Foeller, remains intact and displays the only fine example of the Beaux Arts style in De Pere. The State Bank of De Pere retains a high level of integrity and is eligible for the National Register under Criterion A: Commerce and Criterion C: Architecture.

[24] Wisconsin Historic Preservation Database / Wisconsin Architecture and History Inventory. https://www.wisconsinhistory.org/Records?facets=CATEGORIES%3a%22Architecture+and+History+Inventory%22; accessed May 2025.
[25] Wisconsin Historic Preservation Database / Wisconsin Architecture and History Inventory.

Land Acknowledgement (will be reviewed by the Office of the State Archaeologist)

This nomination recognizes the depth of human presence here, the ancestral homeland of American Indians for millennia. From as early as the seventeenth century, Euro-American exploration and settlement, military campaigns, and government programs all had the effect of repeated displacement of Indians of many tribal affiliations. This continuous tribal movement resulted in Wisconsin being home to tribes who originated from other parts of the country, generating a pattern of immigration, relocation, and formation of a new homeland. Some of these tribes remain in Wisconsin, but others may not. We acknowledge that the property that is the subject of this nomination is located on land long occupied by American Indians. De Pere is situated at the rapids near the mouth of the Fox River, making it a popular place of human settlement for centuries before the arrival of Euro-Americans and their engagement with the region in the seventeenth century. The Menominee tribe has lived in the area for over a thousand years, while the Ho-Chunk tribe was the first to contact French explorers. Other First Nations peoples to inhabit the area around De Pere include the Potawatomi, Sauk, and Fox. Still more tribes, transplanted from further east or elsewhere in the Great Lakes region, have settled or been forcibly moved to the area, including the Mascouten, Stockbridge, Munsee, Oneida, Ojibwe, and Huron.[26]

Archaeological Potential (will be drafted and reviewed by the Office of the State Archaeologist)

Preservation Activities (for properties in CLGs)

The State Bank of De Pere was recommended as potentially eligible for the NRHP during a survey of the City of De Pere conducted in 2001 and published under the title, *City of De Pere, Brown County, Intensive Survey Report* (Timothy F. Heggland). Eligibility was reaffirmed in January 2004 in response to a Determination of Eligibility Form (WHS# 04-0023/BR). As a partner with the Wisconsin State Historic Preservation Office (SHPO) and the National Park Service (NPS) participating in the Certified Local Government (CLG) program, the City of De Pere is required to maintain a system to survey and inventory historic properties. That entails regular surveys with updates every 20-25 years to identify properties that appear potentially eligible for the NRHP.

Presently, the building is being renovated on the interior as a restaurant and tavern. The owner aims to preserve the historic exterior architecture of the former bank.

Acknowledgments

This program receives Federal financial assistance for the identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the

[26] Wisconsin Cartographer's Guild, *Wisconsin's Past and Present: A Historical Atlas* (Madison, WI: The University of Wisconsin Press, 1998).

Interior prohibits discrimination on the basis of race, color, national origin, or disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street NW, Washington, DC 20240.

The activity that is the subject of this Nomination has been financed entirely with Federal Funds from the National Park Service, U.S. Department of the Interior, and administered by the Wisconsin Historical Society. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Wisconsin Historical Society. Nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the Wisconsin Historical Society.

END OF STATEMENT OF SIGNIFICANCE DO NOT DELETE

9. Major Bibliographical References

Previous documentation on file (NPS):

_____ preliminary determination of individual listing (36 CFR 67) has been requested
_____ previously listed in the National Register
X previously determined eligible by the National Register
_____ designated a National Historic Landmark
_____ recorded by Historic American Buildings Survey #
_____ recorded by Historic American Engineering Record #
_____ recorded by Historic American Landscape Survey #

Primary location of additional data:

X State Historic Preservation Office
_____ Other State agency
_____ Federal agency
_____ Local government
_____ University
X Other
Name of repository: De Pere Historical Society, Brown County Library – Kress Branch, Berners-Schober Associates Archives

Wisconsin Architecture and History Inventory # 1801
and/or Archaeological Site Inventory #: n/a

Bibliography (Cite the books, articles, and other sources used in preparing this form.)

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END OF BIBLIOGRAPHY DO NOT DELETE

10. Geographical Data

Acreage of Property: 0.075 acres

Provide either the UTM system or the latitude/longitude coordinates

UTM References
Datum (indicated on USGS map):

☐ NAD 1927 or ☒ NAD 1983

1.	Zone:	16	Easting:	415607	Northing:	4922110
2.	Zone::		Easting:		Northing:	
3.	Zone::		Easting:		Northing:	
4.	Zone:		Easting:		Northing:	

Verbal Boundary Description

The property on which the State Bank of De Pere is located consists of the northern 24 feet of Lot 2, Block 14, as depicted on the original plat of the City of De Pere. The property is bounded by a commercial building to the north, the sidewalk and right of way on the east, the eastern edge of a paved alley on the west, and a northern edge of a parking lot to the south.

Boundary Justification

The historic boundary of the State Bank of De Pere encompasses the area historically associated with the property and includes the same lot. The boundary coincides with the current legal description of the parcel on file with the City of De Pere Assessor's office.

END OF GEOGRAPHIC DATA DO NOT DELETE

11. Form Prepared By

name/title: Megan E. Daniels and Rowan Davidson
organization: Legacy Architecture, Inc.
street & number: 605 Erie Avenue, Suite 101
city or town: Sheboygan State: WI zip code: 53081
Email: rdavidson@legacy-architecture.com and mdaniels@legacy-architecture.com
Telephone: (920) 783-6303

Additional Documentation

Figure Log

Figure 1. Location Map, taken from USGS Topographical Map, De Pere, WI Quadrangle, Scale 1:24,000, 2022.

Figure 2. Sketch Map, taken from 'Brown Dog," GIS Map of Brown County, 2025.

Figure 3. Sketch Plans – Photo Key / First Floor Plan, Scotty's Dog Tavern Remodel Plan, first floor. Drury Design, 2025.

Figure 4: Main Floor Plan for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904. Revised.

Figure 5: Main Floor Plan for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904.

Figure 6: Basement Plan for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904.

Figure 7: Front Elevation, Plan, and Section for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904.

Figure 8: Interior Details and Sections for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904.

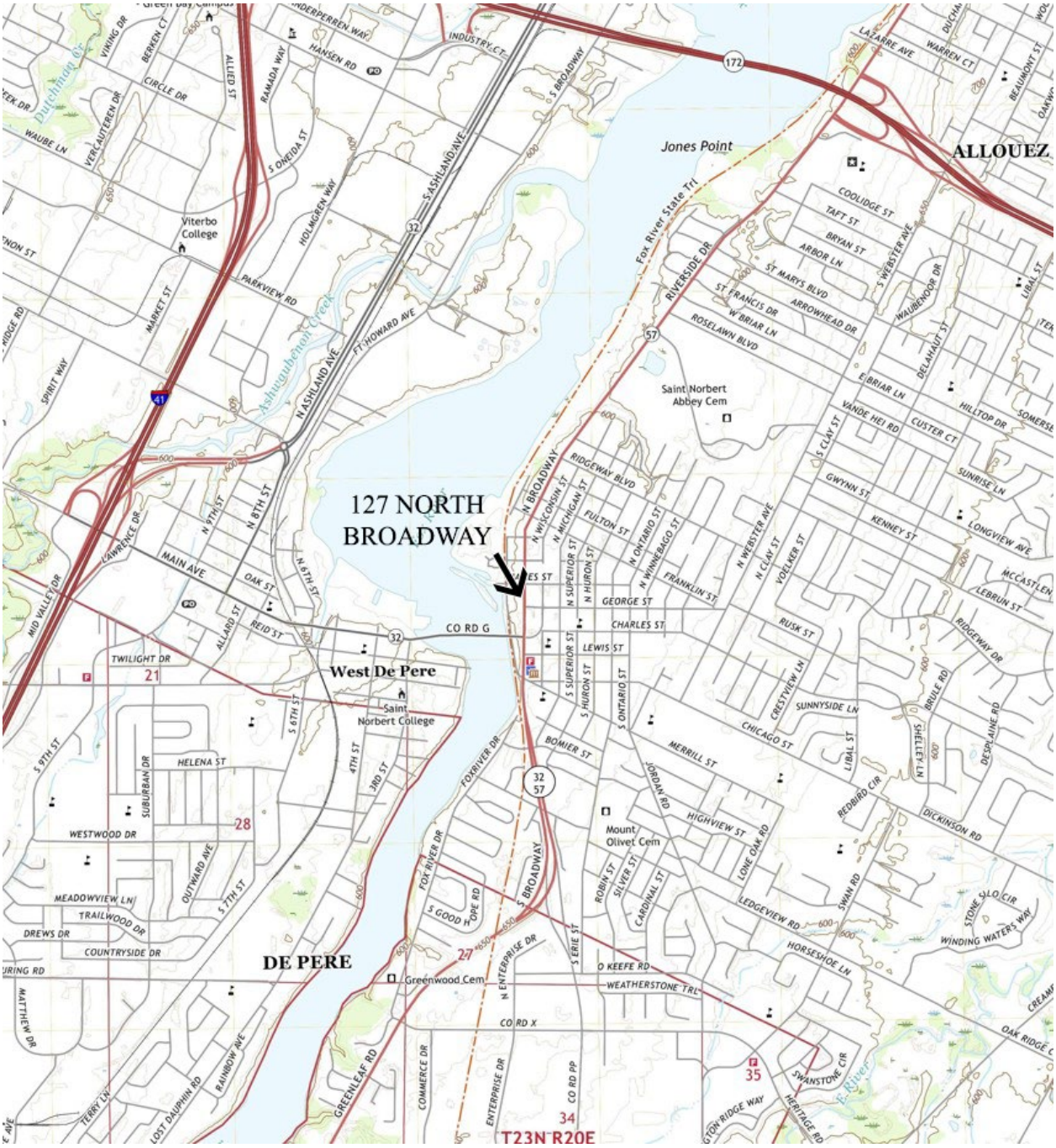
Figure 9: Ceiling Plan for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904.

Figure 10: Details of Fixtures for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904.

Figure 11: Watercolor rendering for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1902. Note this design was not used.

Figure 12. Photograph, circa 1880. Bank building in the foreground. Note the non-extant Italianate façade. Courtesy of the De Pere Historical Society.

Figure 13. Photograph, circa 1920. New Beaux-Arts façade. Note the extant stone facing and slightly altered fenestration. Courtesy of the De Pere Historical Society.



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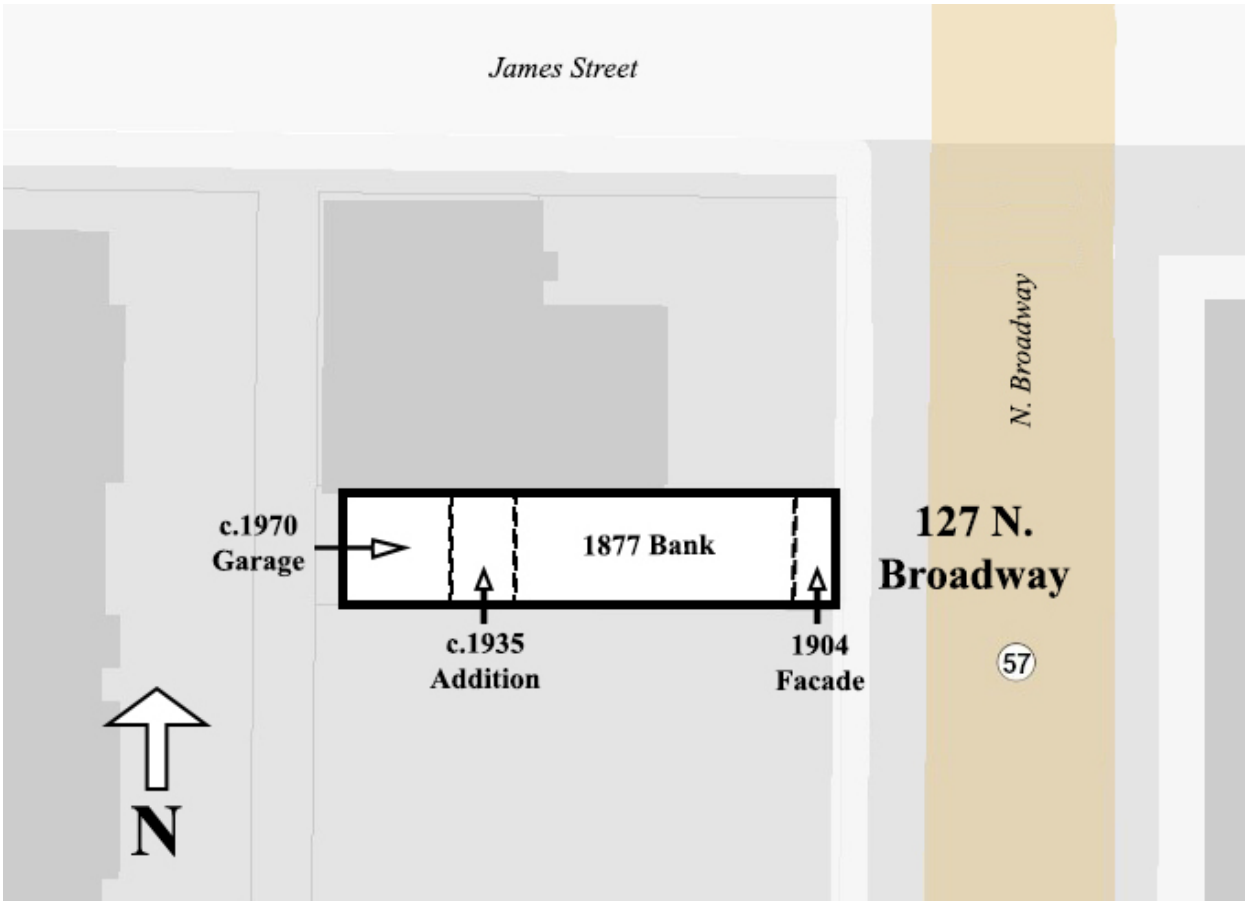

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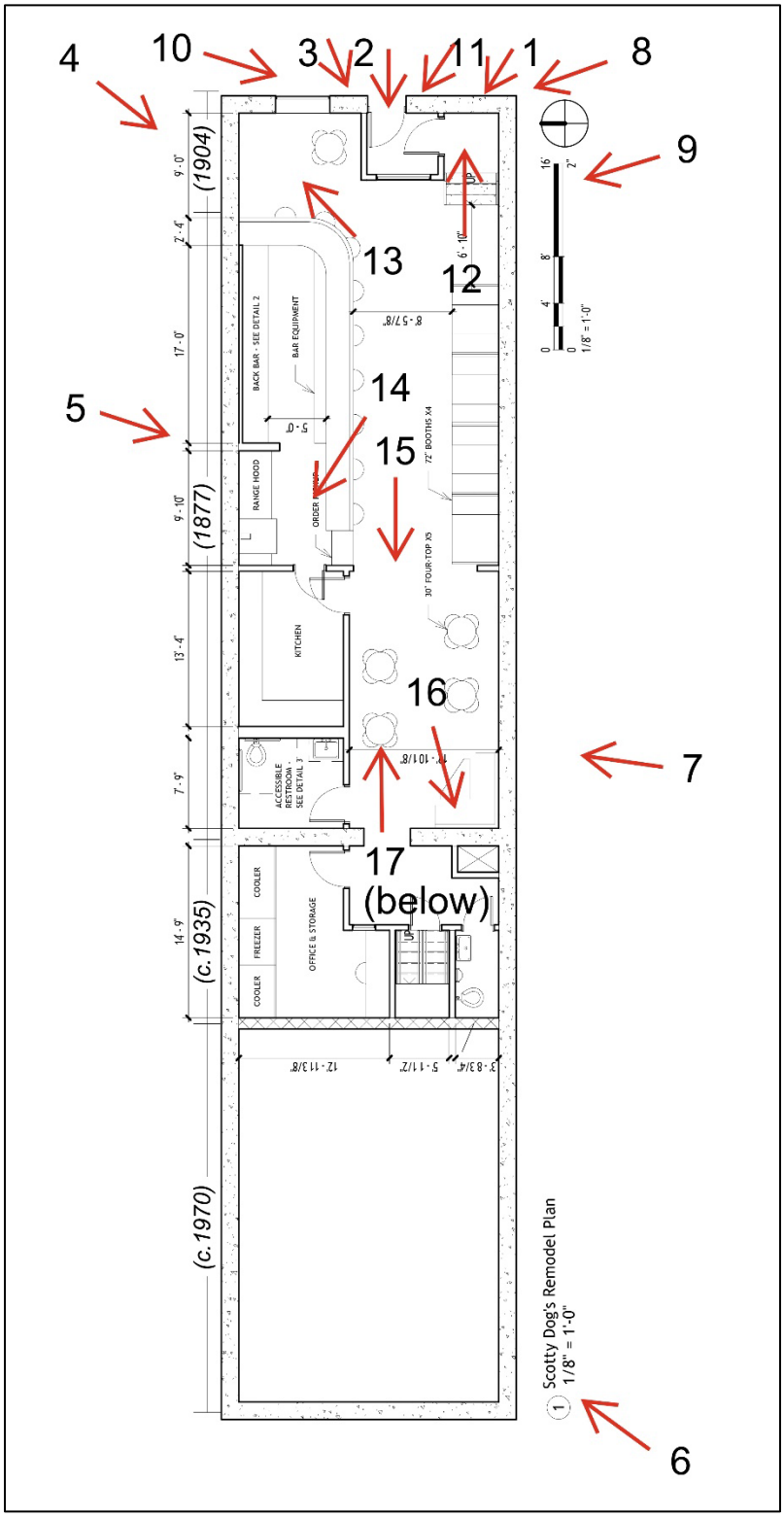

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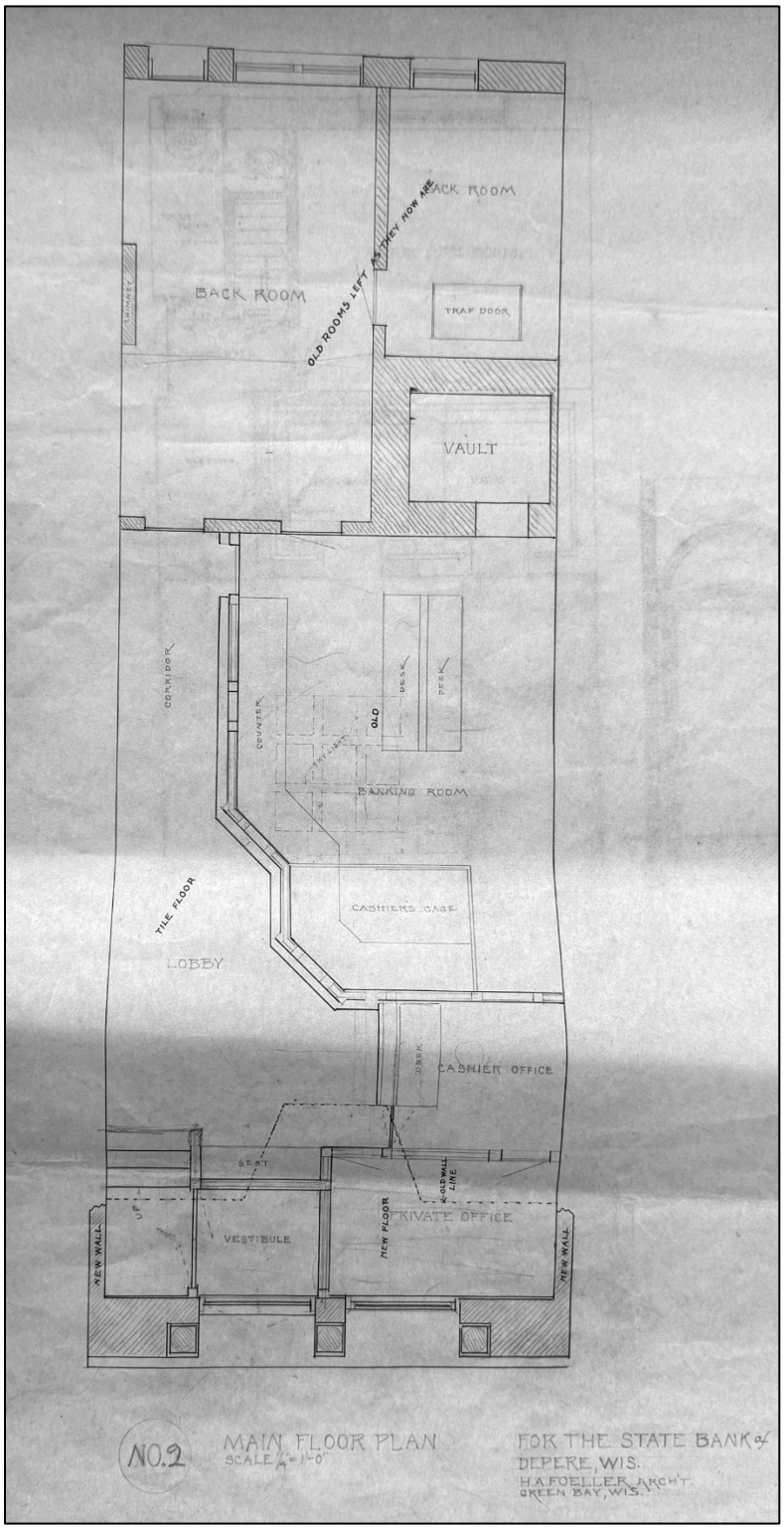


Figure 4. Main Floor Plan for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904. Revised.

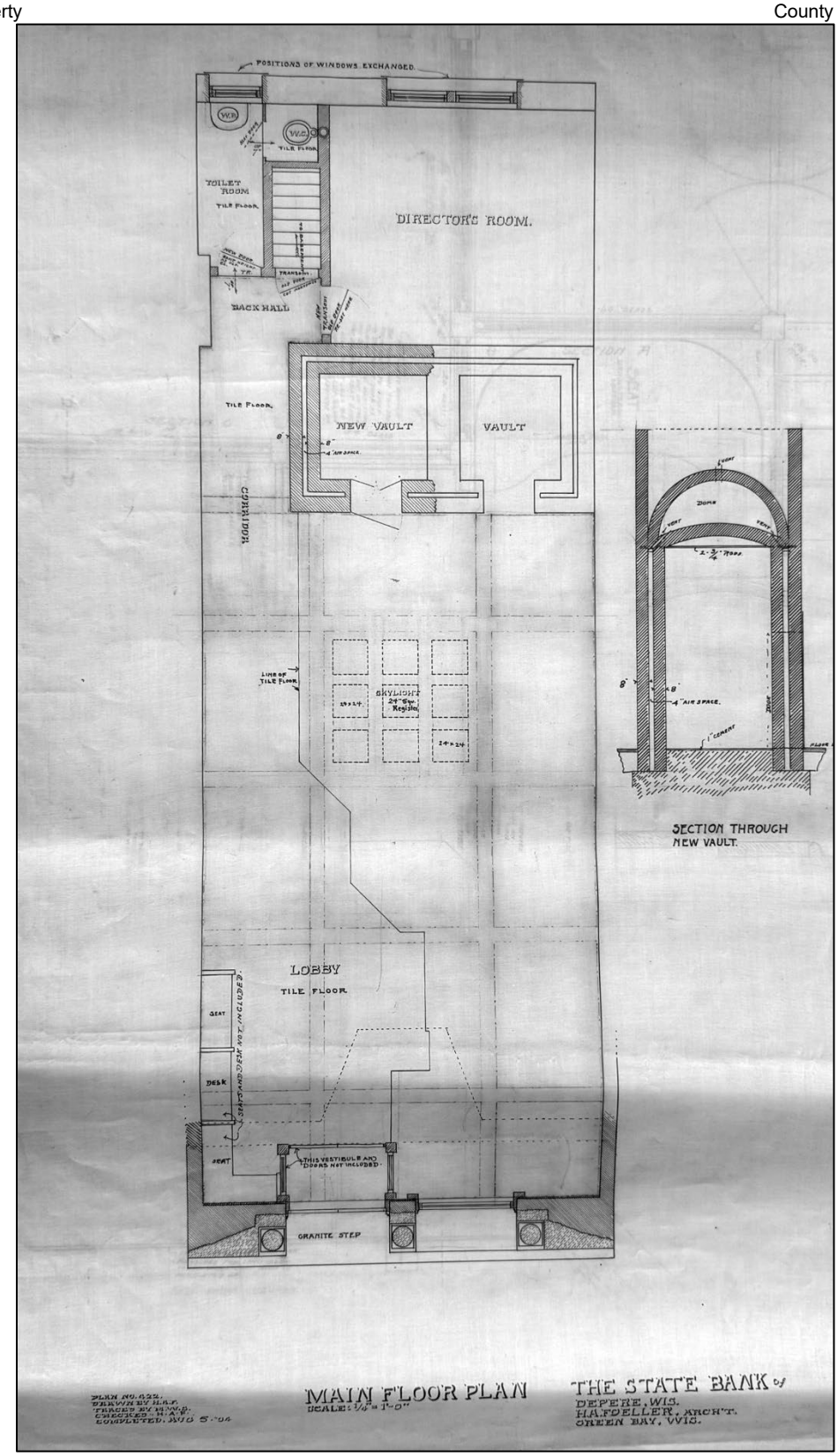


Figure 5. Main Floor Plan for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904.

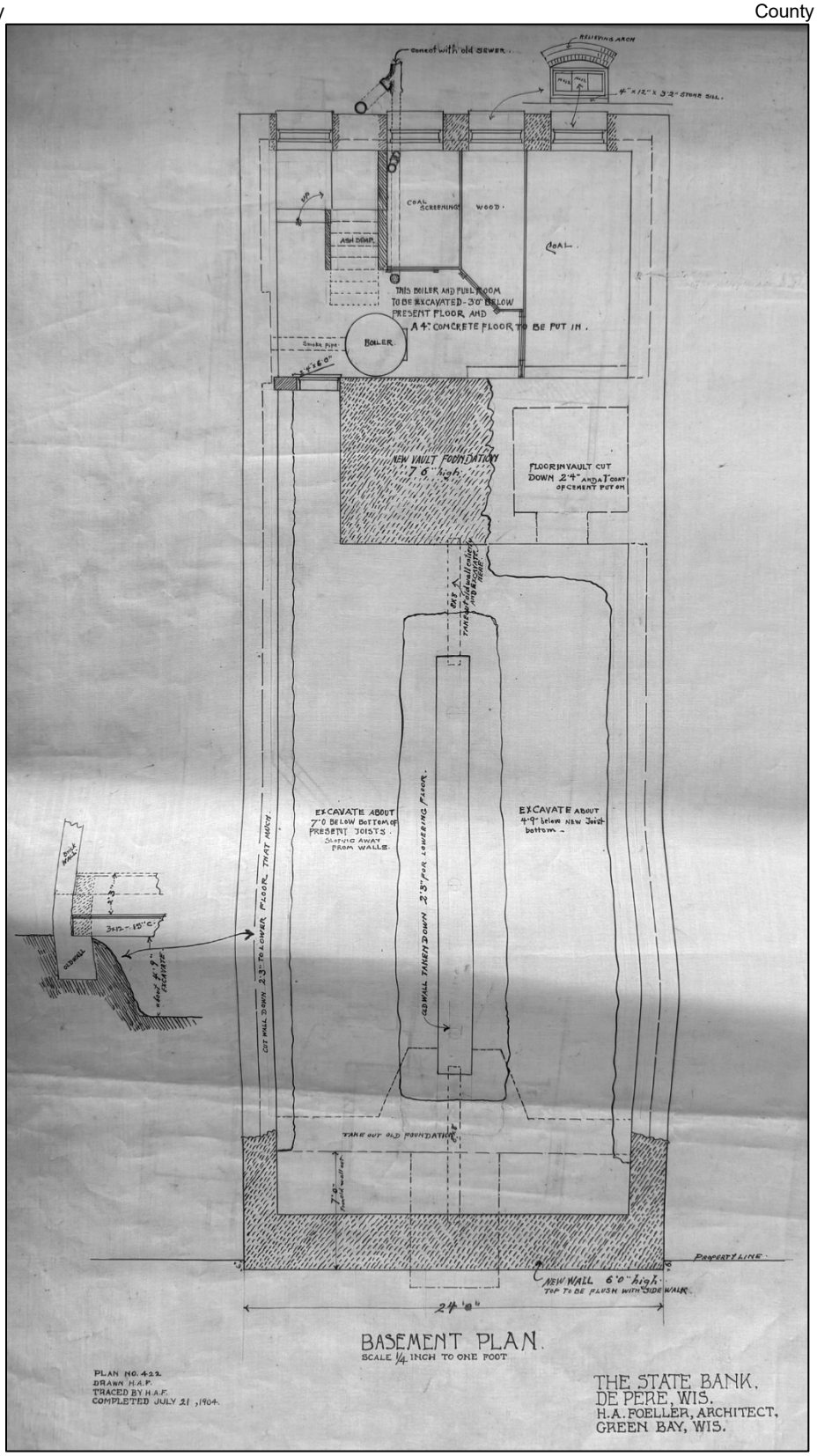


Figure 6. Basement Plan for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904.

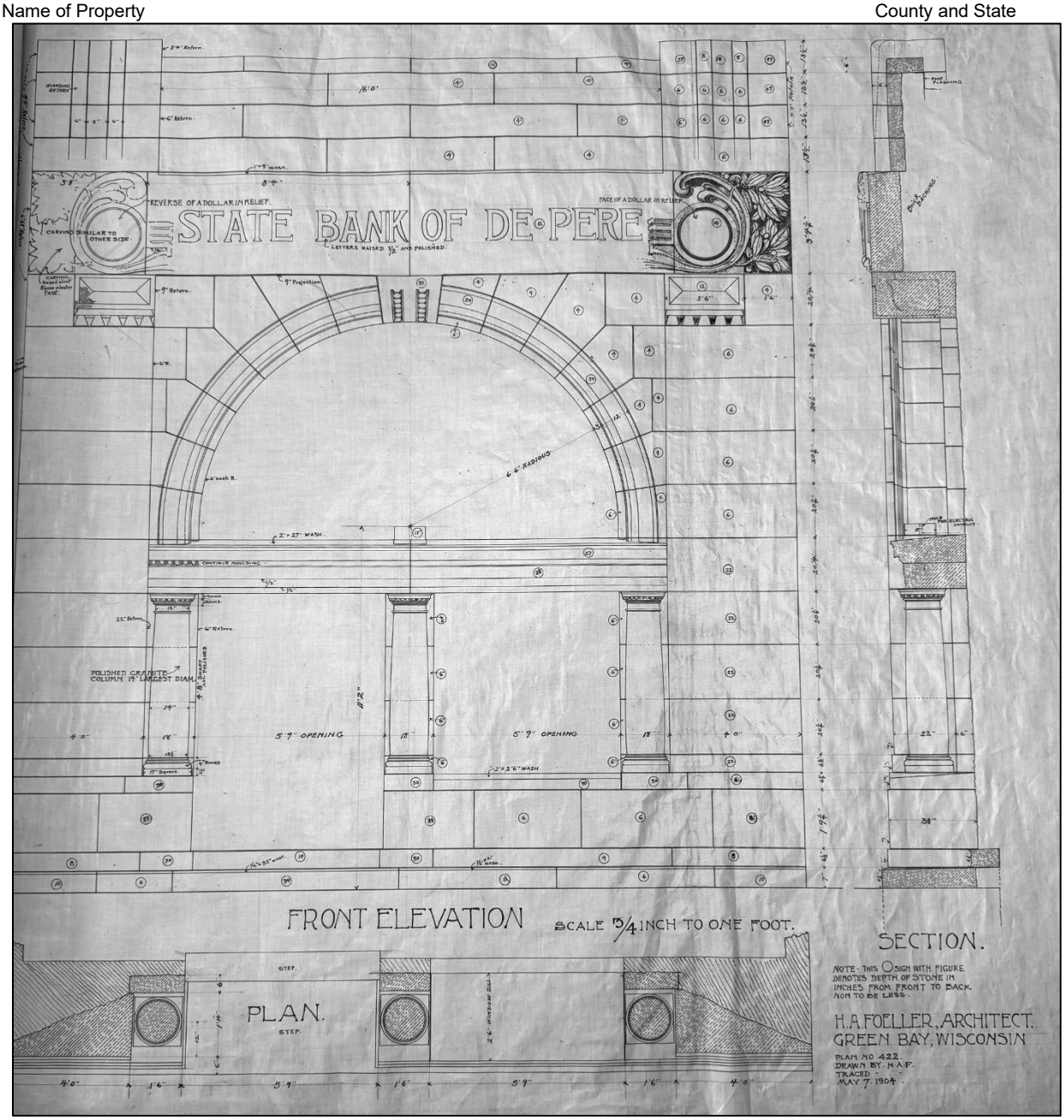


Figure 7. Front Elevation, Plan, and Section for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904.

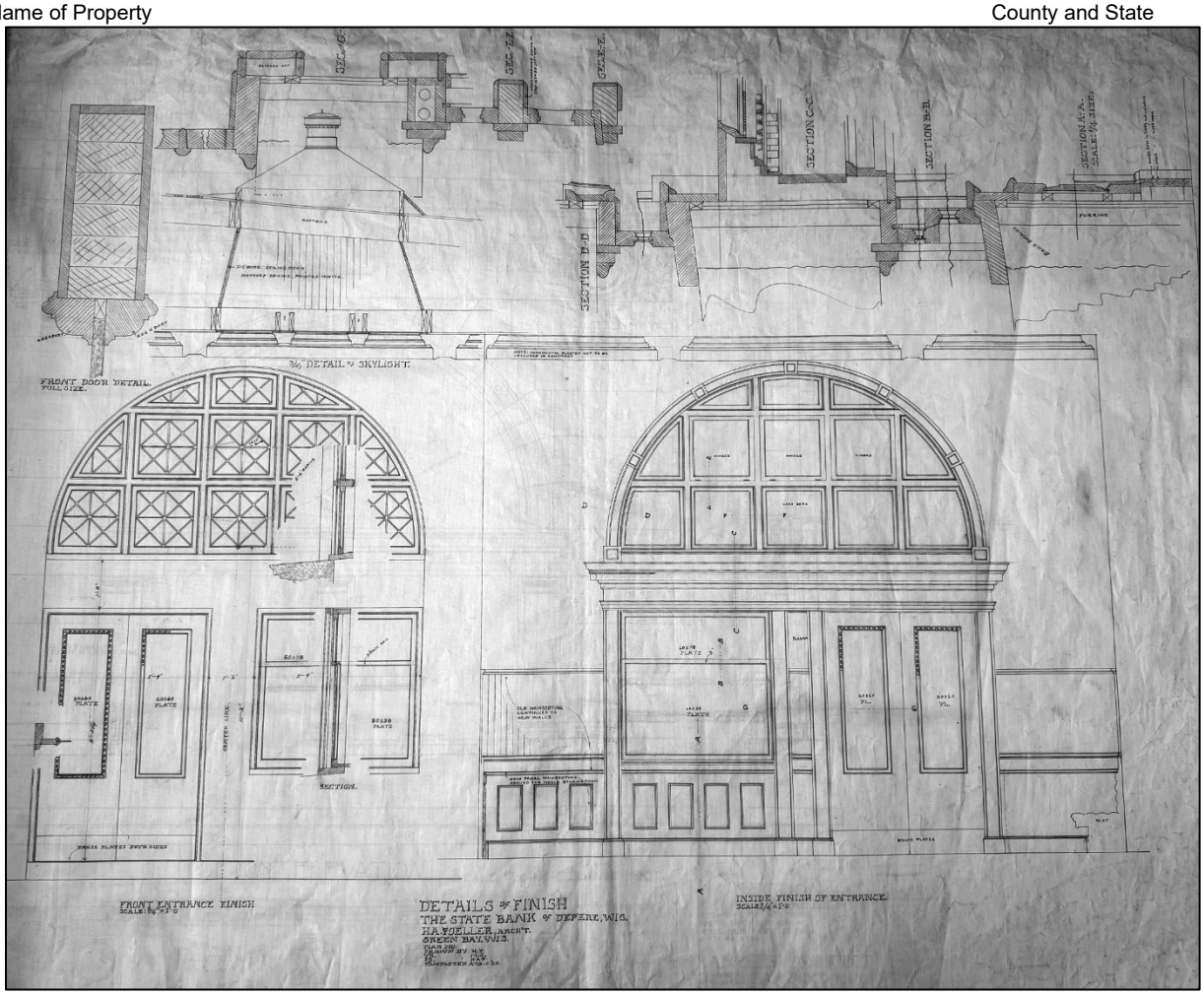


Figure 8. Interior Details and Sections for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904.

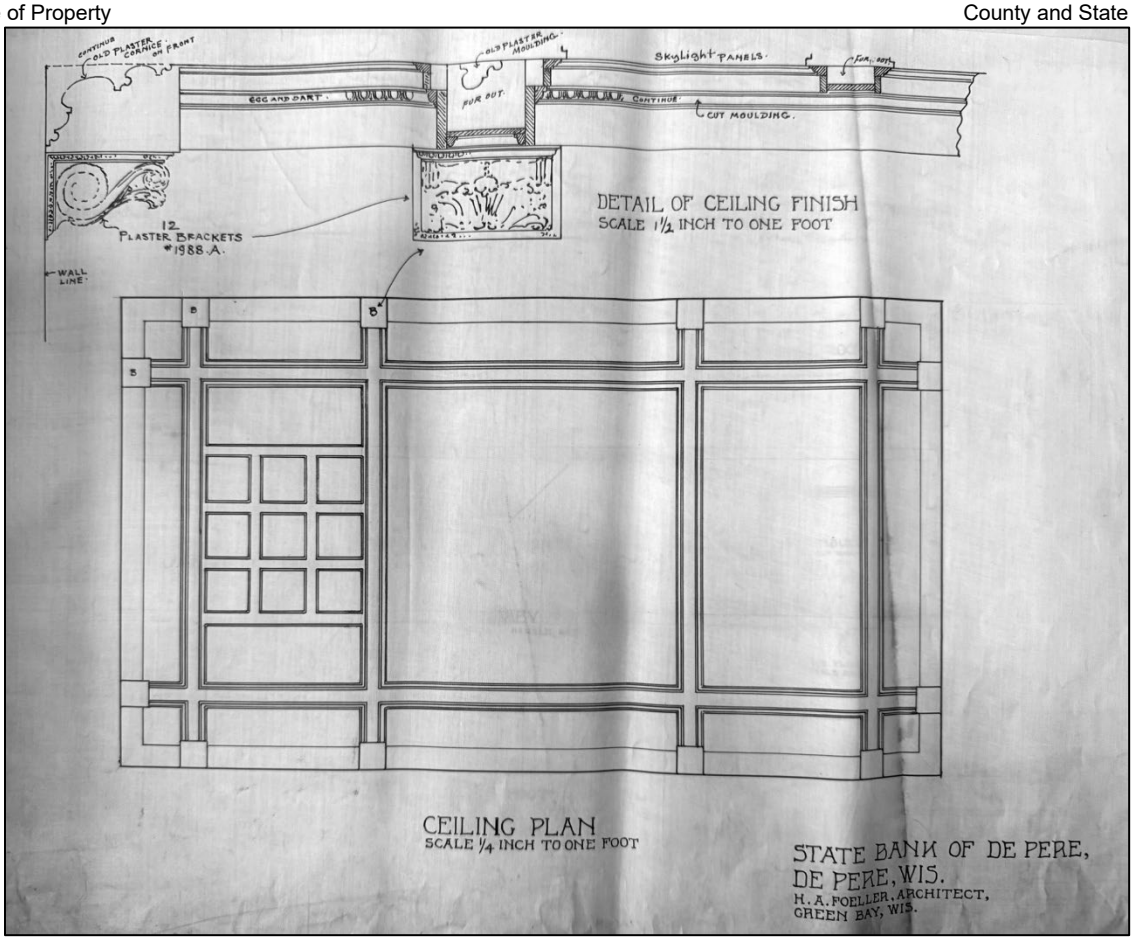


Figure 9. Ceiling Plan for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904.

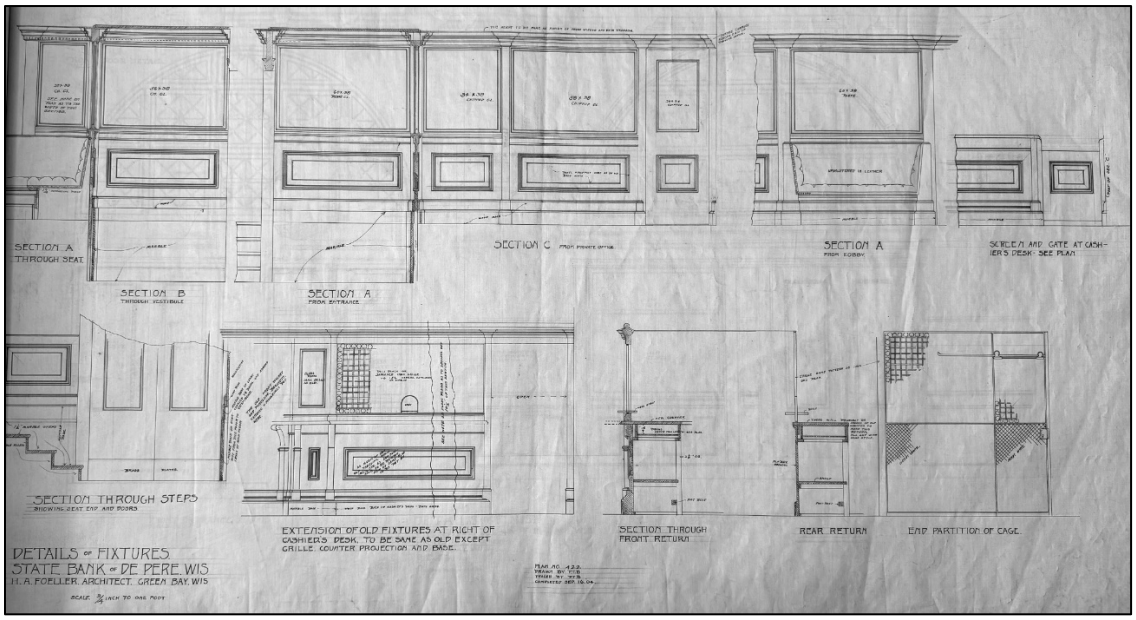


Figure 10. Details of Fixtures for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904.

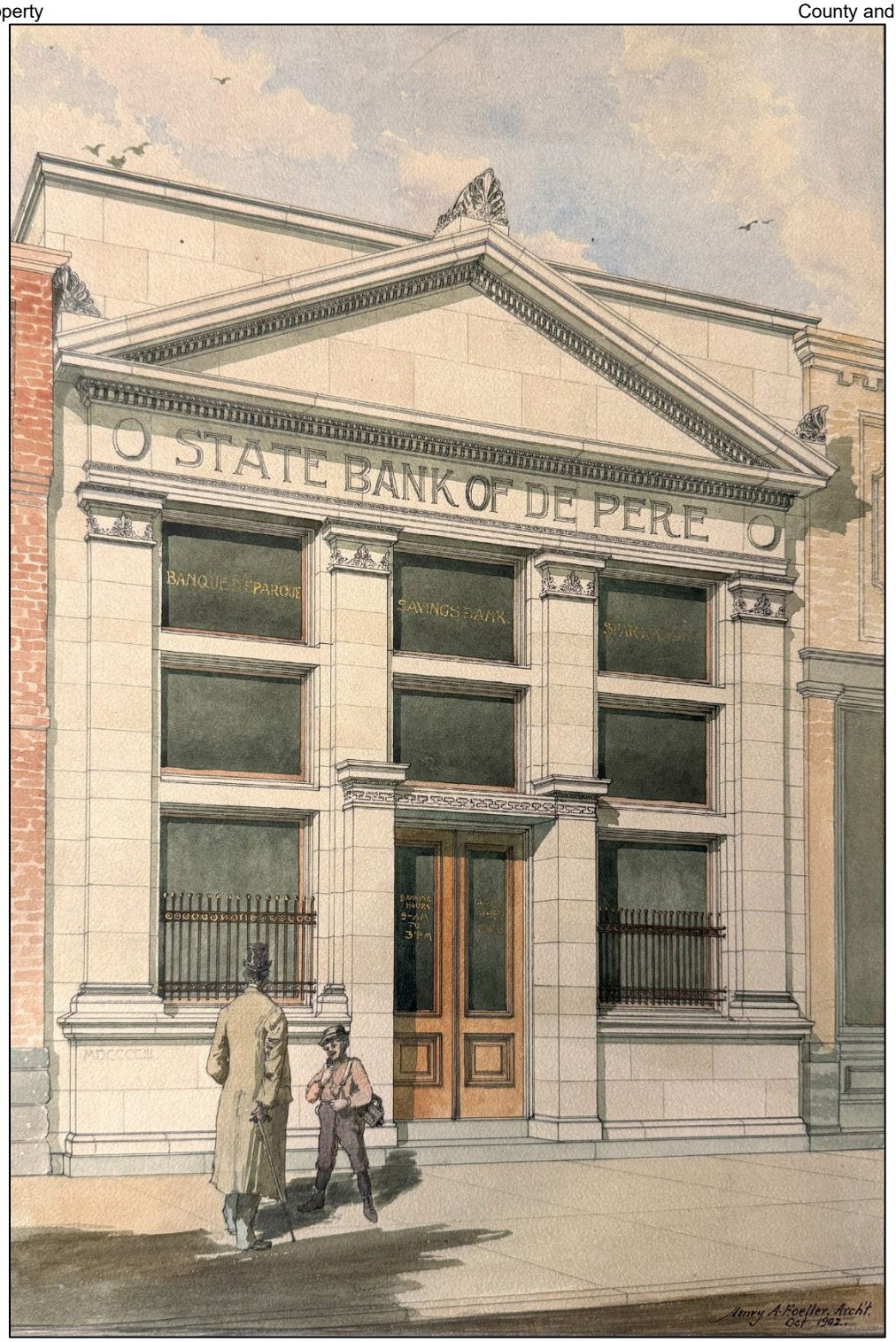


Figure 11. Watercolor rendering for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1902. Note this design was not used.

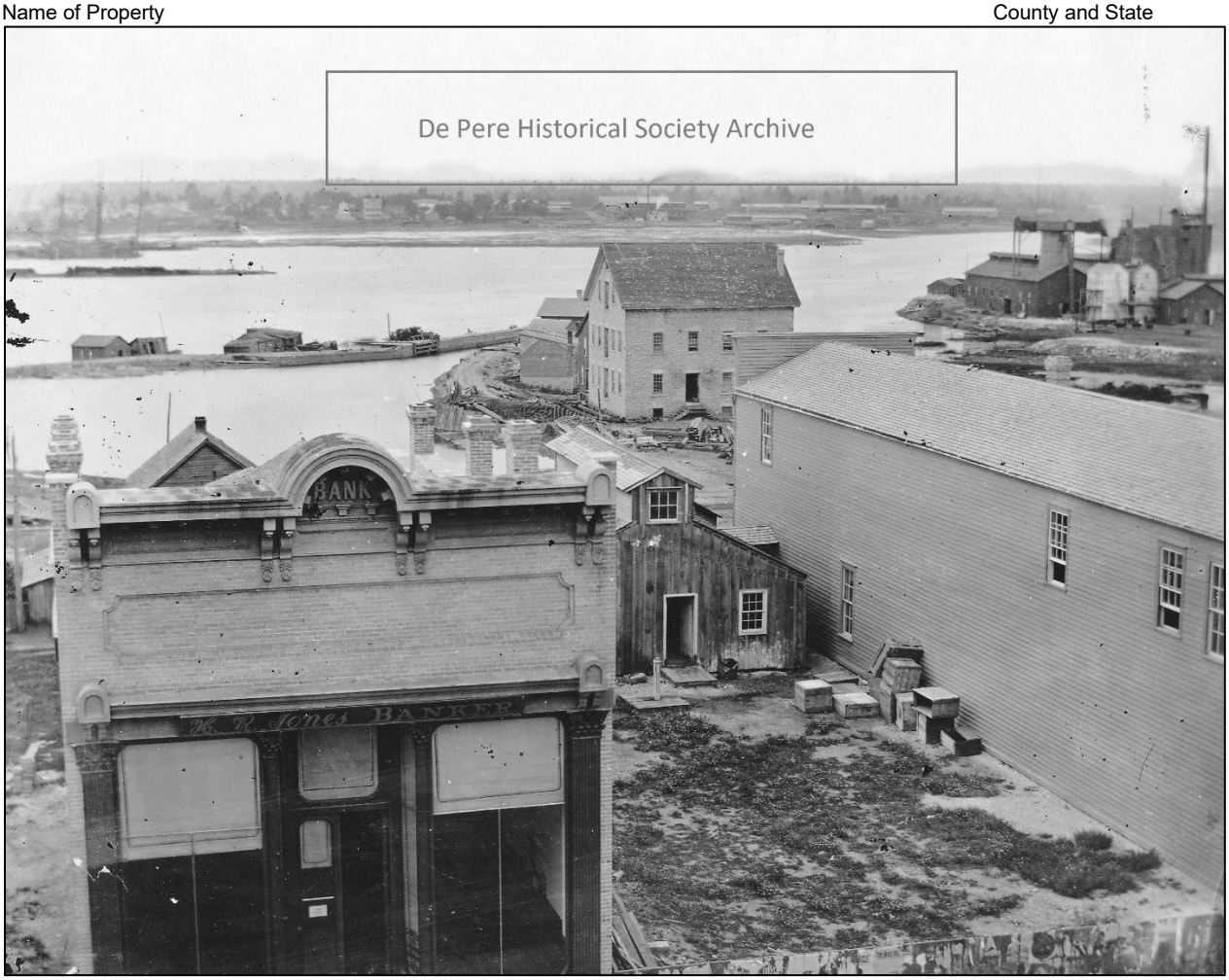


Figure 12. Photograph, circa 1880. Bank building in the foreground. Note the non-extant Italianate façade. Courtesy of the De Pere Historical Society.

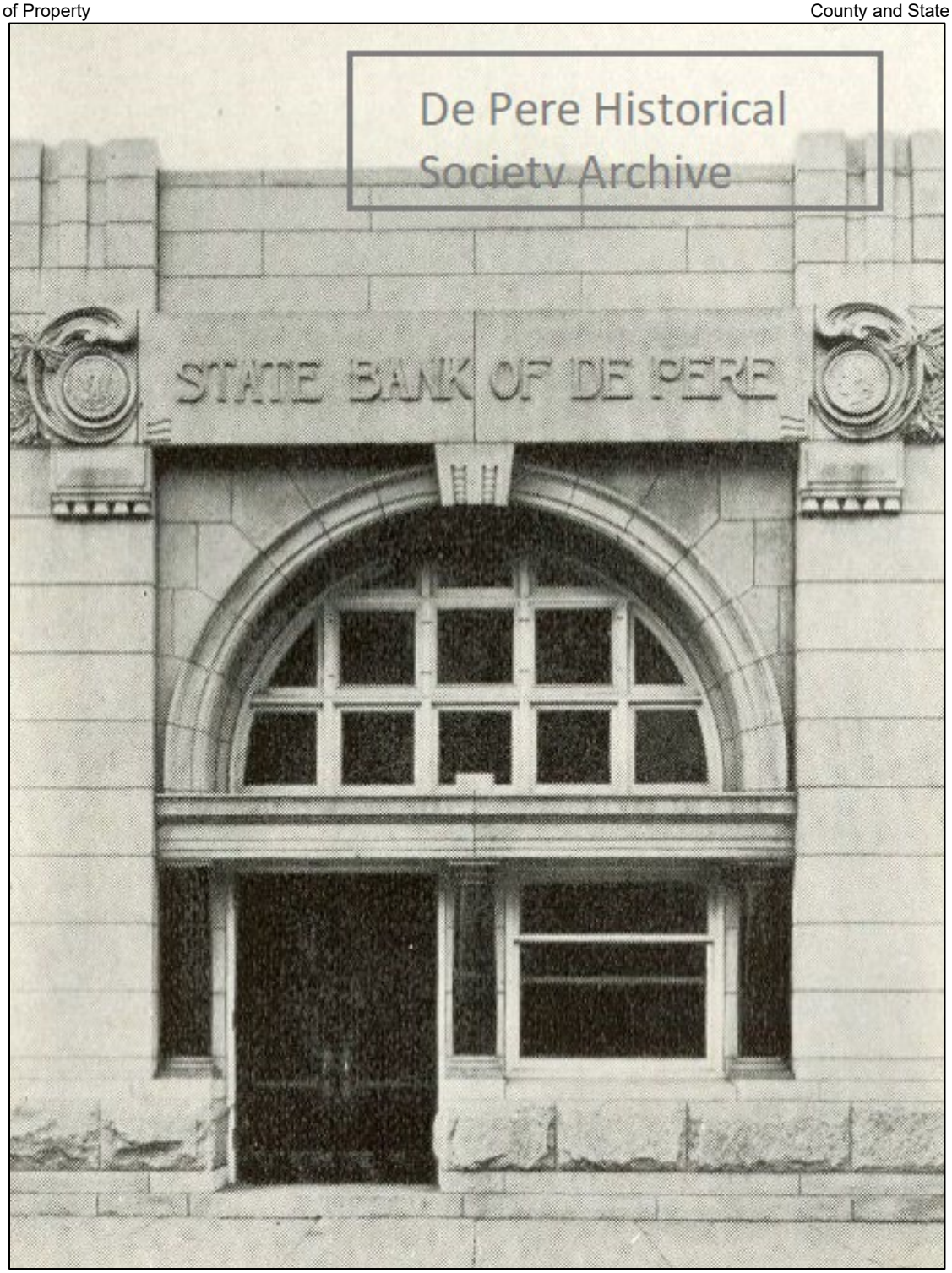


Figure 13. Photograph, circa 1920. New Beaux-Arts façade. Note the extant stone facing and slightly altered fenestration. Courtesy of the De Pere Historical Society.

END OF FIGURES SECTION DO NOT DELETE

Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. For simplicity, the name of the photographer, photo date, etc. may be listed once in the photograph log. The photograph order must correspond with the photograph log.

Photo Log

Name of Property: State Bank of De Pere
City or Vicinity: City of De Pere
County: Brown County State: Wisconsin
Photographer: Rowan Davidson
Date photographed: May 12, 2025

Photo 1 of 17. State Bank of De Pere, exterior, facing west.

Photo 2 of 17. State Bank of De Pere, exterior main façade, facing southwest.

Photo 3 of 17. State Bank of De Pere, exterior, facing south detail.

Photo 4 of 17. State Bank of De Pere, exterior, facing south.

Photo 5 of 17. State Bank of De Pere, exterior facing southeast.

Photo 6 of 17. State Bank of De Pere, exterior, facing north.

Photo 7 of 17. State Bank of De Pere, exterior, facing northwest.

Photo 8 of 17. State Bank of De Pere, exterior, facing west detail.

Photo 9 of 17. State Bank of De Pere, exterior, brick and stone detail.

Photo 10 of 17. State Bank of De Pere, exterior, main façade, column detail.

Photo 11 of 17. State Bank of De Pere, exterior, main façade, arch detail.

Photo 12 of 17. State Bank of De Pere, interior, vestibule, facing northeast.

Photo 13 of 17. State Bank of De Pere, interior, lobby ceiling, facing north.

Photo 14 of 17. State Bank of De Pere, interior, lobby, facing west.

Photo 15 of 17. State Bank of De Pere, interior, lobby, facing southwest.

Photo 16 of 17. State Bank of De Pere, interior, safety deposit boxes, facing southwest.

Photo 17 of 17. State Bank of De Pere, interior, basement, facing southwest.

Paperwork Reduction Act Statement: This information is being collected for nominations to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.). We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB control number.
Estimated Burden Statement: Public reporting burden for each response using this form is estimated to be between the Tier 1 and Tier 4 levels with the estimate of the time for each tier as follows:

Tier 1 – 60-100 hours
Tier 2 – 120 hours
Tier 3 – 230 hours
Tier 4 – 280 hours

The above estimates include time for reviewing instructions, gathering, and maintaining data, and preparing and transmitting nominations. Send comments regarding these estimates or any other aspect of the requirement(s) to the Service Information Collection Clearance Officer, National Park Service, 1201 Oakridge Drive Fort Collins, CO 80525.

Property Owner

Complete this item at the request of SHPO or FPO.)

name/title	Gretchen R. Trowbridge and Scott Trowbridge				
organization				**date**	
street & number	127 N. Broadway Street			**phone**	(612) 702-6122
city or town	De Pere	**state**	WI	**zip code**	54115

If there are other interested parties that should be noticed, please provide in the tables below

name/title					
organization				**date**	
street & number				**phone**	
city or town		**state**	WI	**zip code**	

name/title					
organization				**date**	
street & number				**phone**	
city or town		**state**	WI	**zip code**	

name/title					
organization				**date**	
street & number				**phone**	
city or town		**state**	WI	**zip code**	

Summary Statement

The Bank of De Pere is located at 127 North Broadway along the commercial area on the east side of the City of De Pere on the Fox River in Brown County, Wisconsin. The bank is a one-story commercial storefront building with two floors in an addition at the rear. The building was constructed in 1877, acquired for use as a bank, and remodeled in 1904, with further changes after the bank left the space in 1933 when the building transitioned into use as a tavern. The historic property only consists of the masonry building itself on its associated narrow lot.

Originally constructed as a commercial storefront in 1877, the State Bank of De Pere occupied the property at 127 North Broadway in 1902 and remodeled the interior and main façade in 1904 with an impressive design by Green Bay architect Henry Foeller. The bank remained in the space until 1933, when it moved further down the street to a larger space. Subsequently, the building has been operated as a saloon since it was remodeled in the mid-1930s, and then again in the mid-1970s, with two rear additions and second floor living space. The period of significance begins with the establishment of the State Bank of De Pere in 1902, the same year when the institution purchased the building, and ends in 1933, when the bank moved. In the area of architecture, the period of significance is limited to the date of construction of the Beaux-Arts façade in 1904. Given this, the State Bank of De Pere is significant at the local level under Criterion A in the area of Commerce as a long-standing financial institution in the City of De Pere at a time when other banks did not persevere, and under Criterion C in the area of architecture as an unusual example of the Beaux-Arts style.

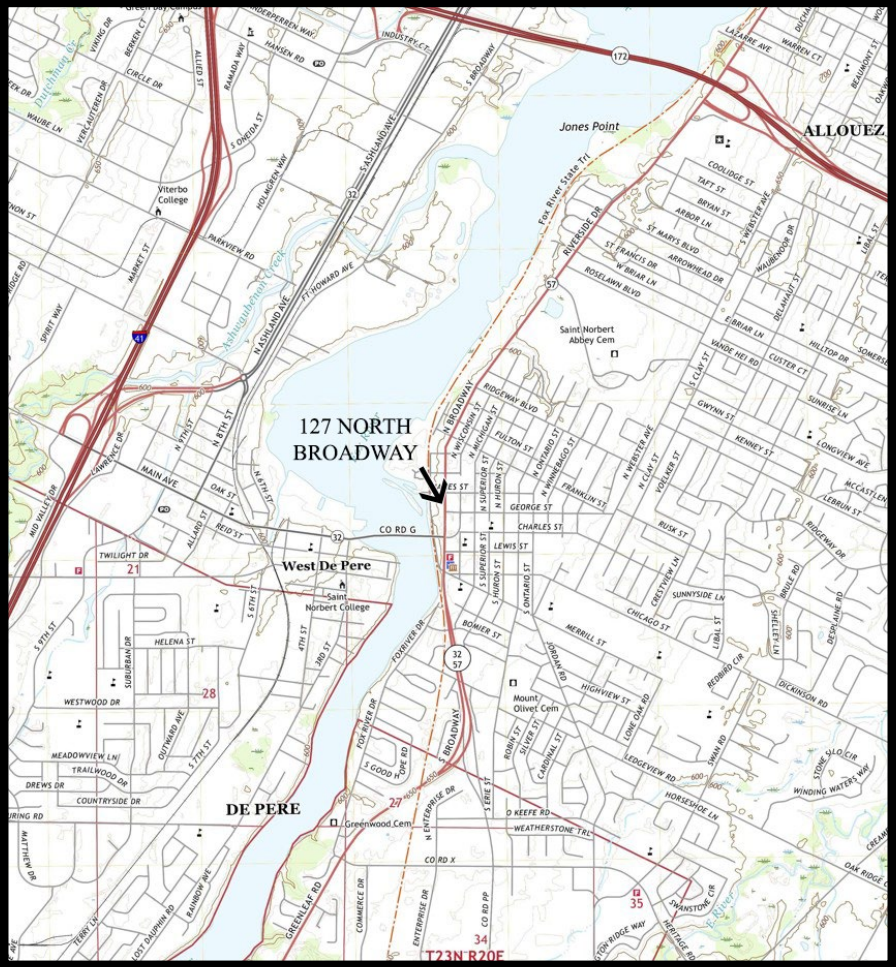
State Bank of De Pere
National Register of Historic Places Nomination

Presentation to the
State Historic Preservation Review Board

LEGACY
architecture

STATE BANK OF DE PERE

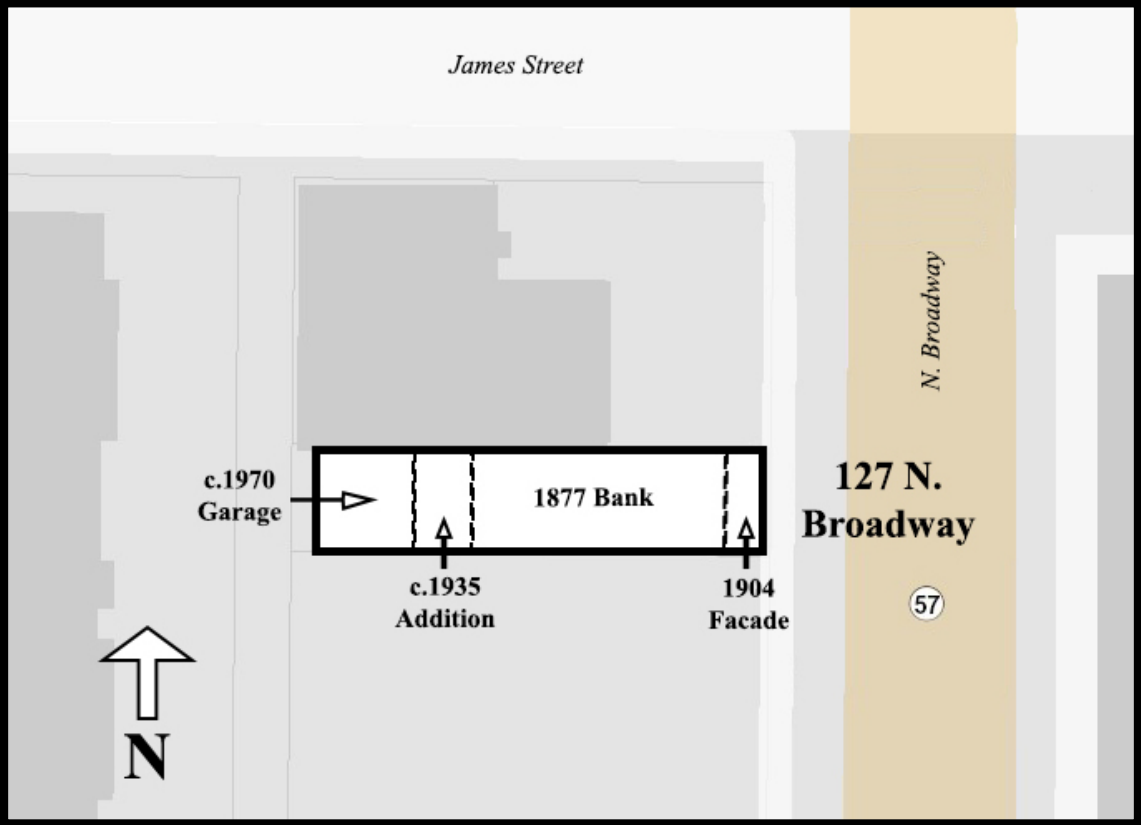
127 North Broadway, De Pere, Brown County



Location Map

STATE BANK OF DE PERE

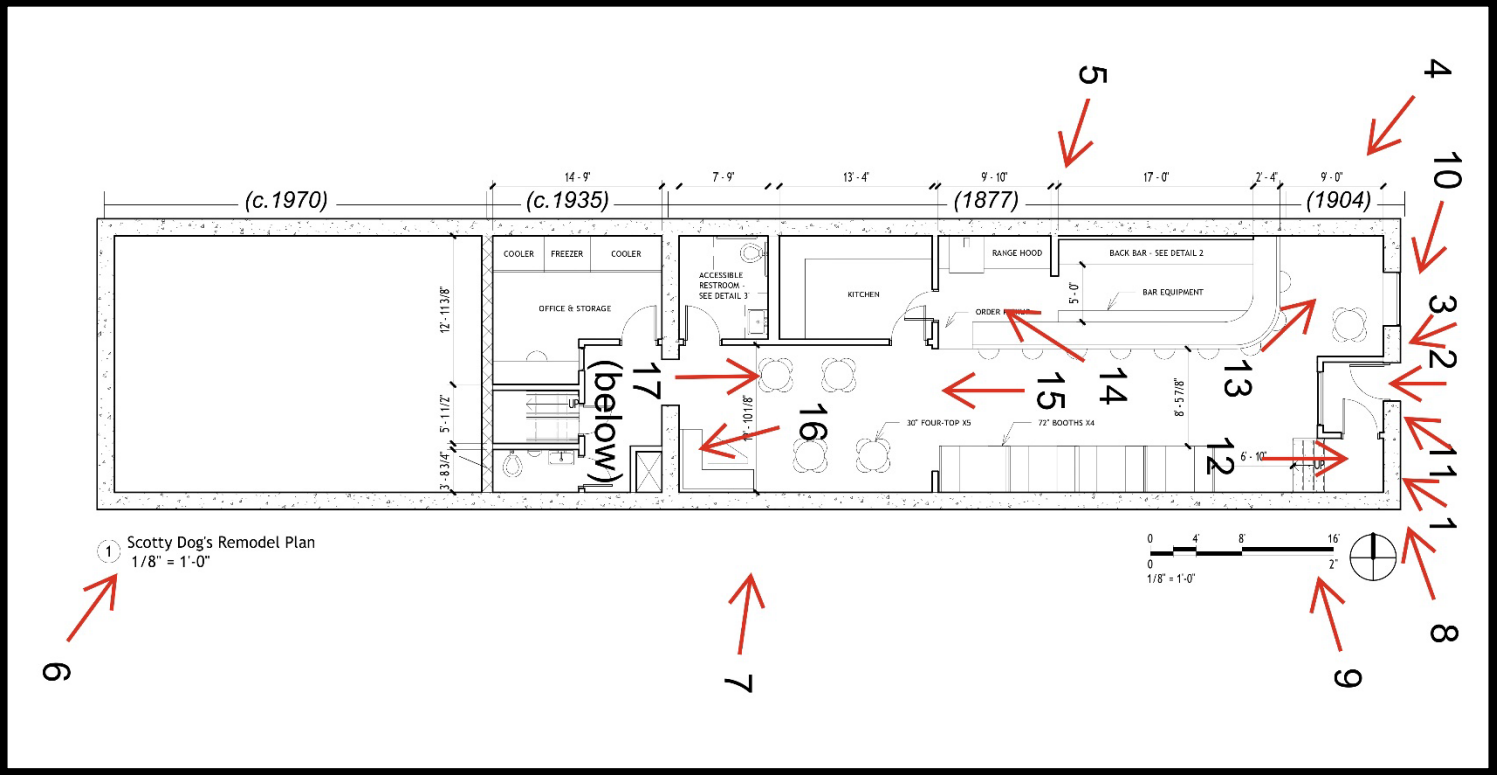
127 North Broadway, De Pere, Brown County



Sketch Map

STATE BANK OF DE PERE

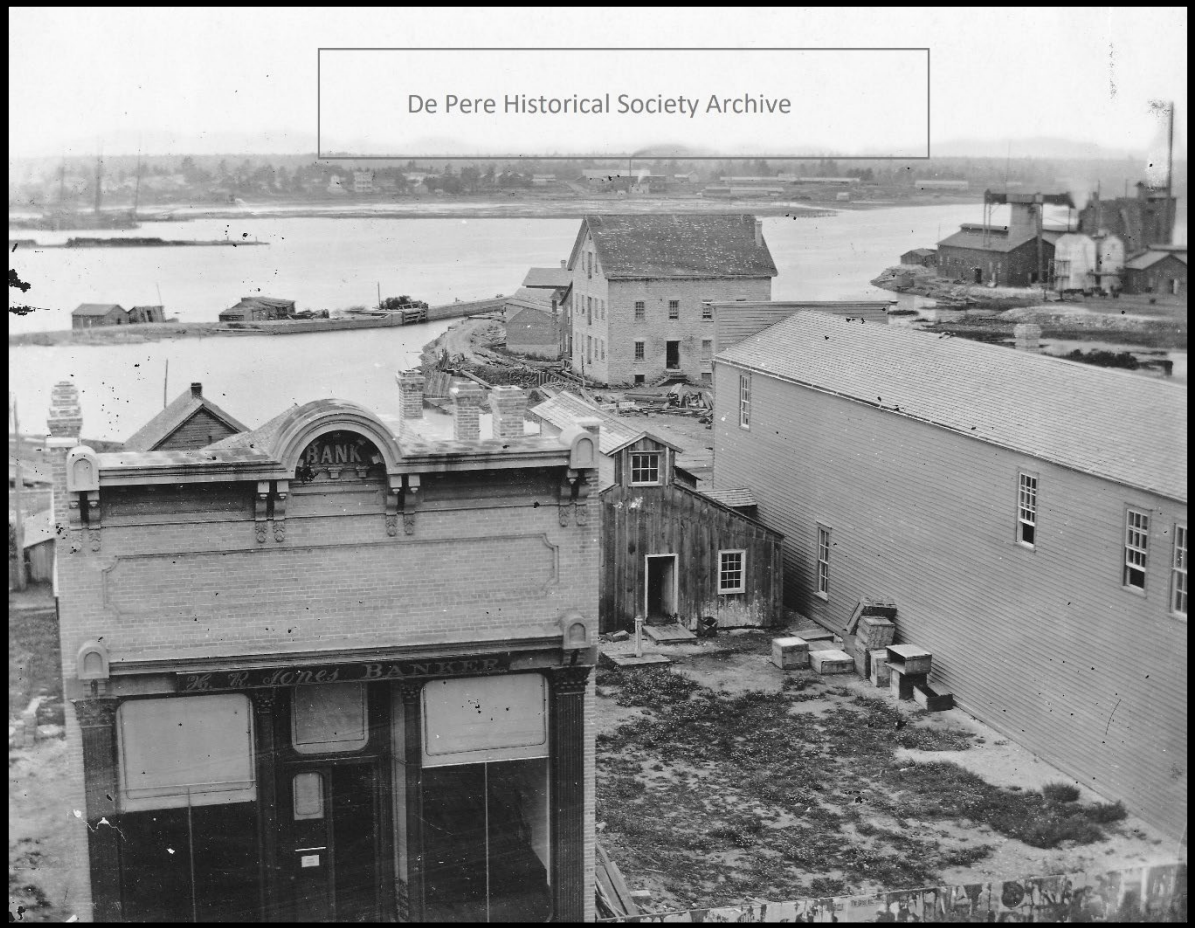
127 North Broadway, De Pere, Brown County



Key Plan

STATE BANK OF DE PERE

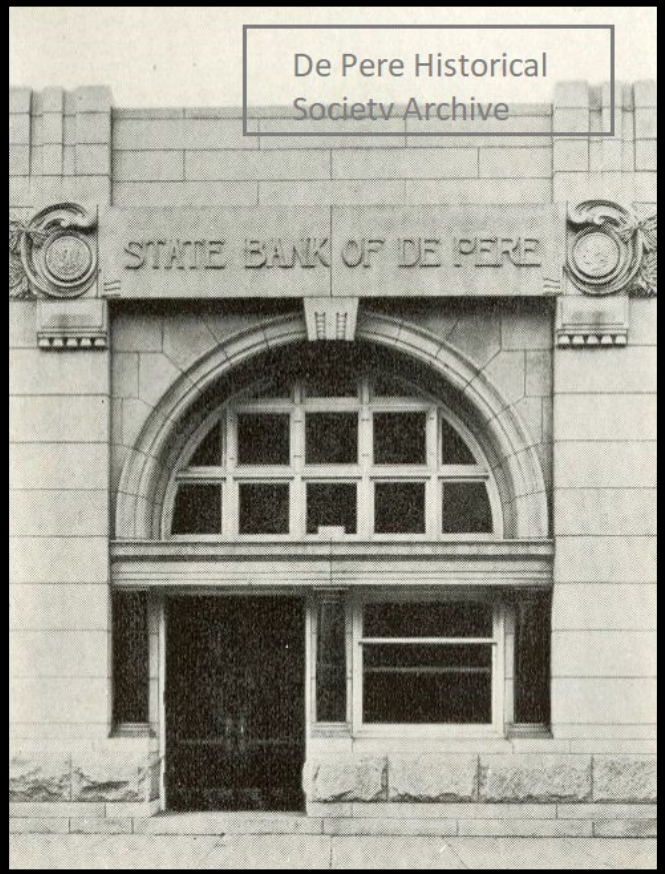
127 North Broadway, De Pere, Brown County



Photograph, circa 1880. Bank building in the foreground. Note the non-extant Italianate façade. Courtesy of the De Pere Historical Society.

STATE BANK OF DE PERE

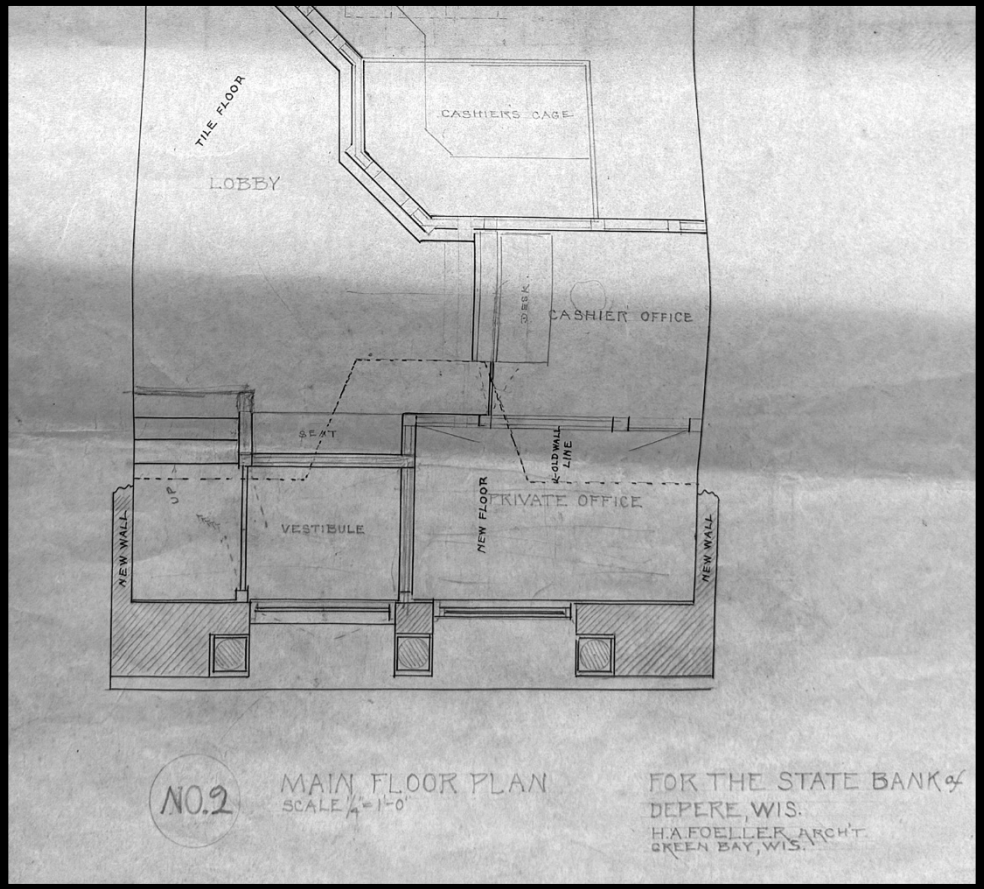
127 North Broadway, De Pere, Brown County



Photograph, circa 1920. New Beaux-Arts façade. Note the extant stone facing and slightly altered fenestration. Courtesy of the De Pere Historical Society.

STATE BANK OF DE PERE

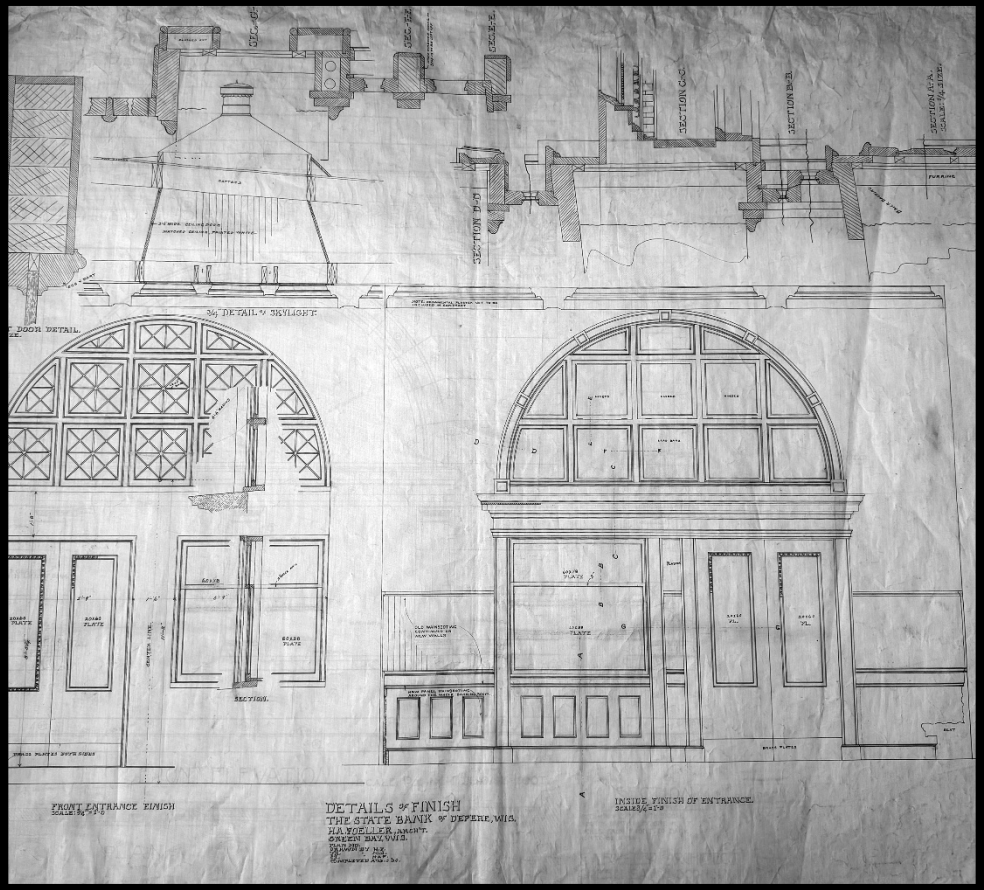
127 North Broadway, De Pere, Brown County



Main Floor Plan for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904. Revised.

STATE BANK OF DE PERE

127 North Broadway, De Pere, Brown County



Interior Details and Sections for the State Bank of De Pere, Wis.; H.A. Foeller, Architect, 1904.

STATE BANK OF DE PERE

127 North Broadway, De Pere, Brown County

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STATE BANK OF DE PERE

127 North Broadway, De Pere, Brown County

STATE BANK OF DE PERE

127 North Broadway, De Pere, Brown County

Thank you

City of De Pere, Wisconsin **1.10**

Request for Common Council Action

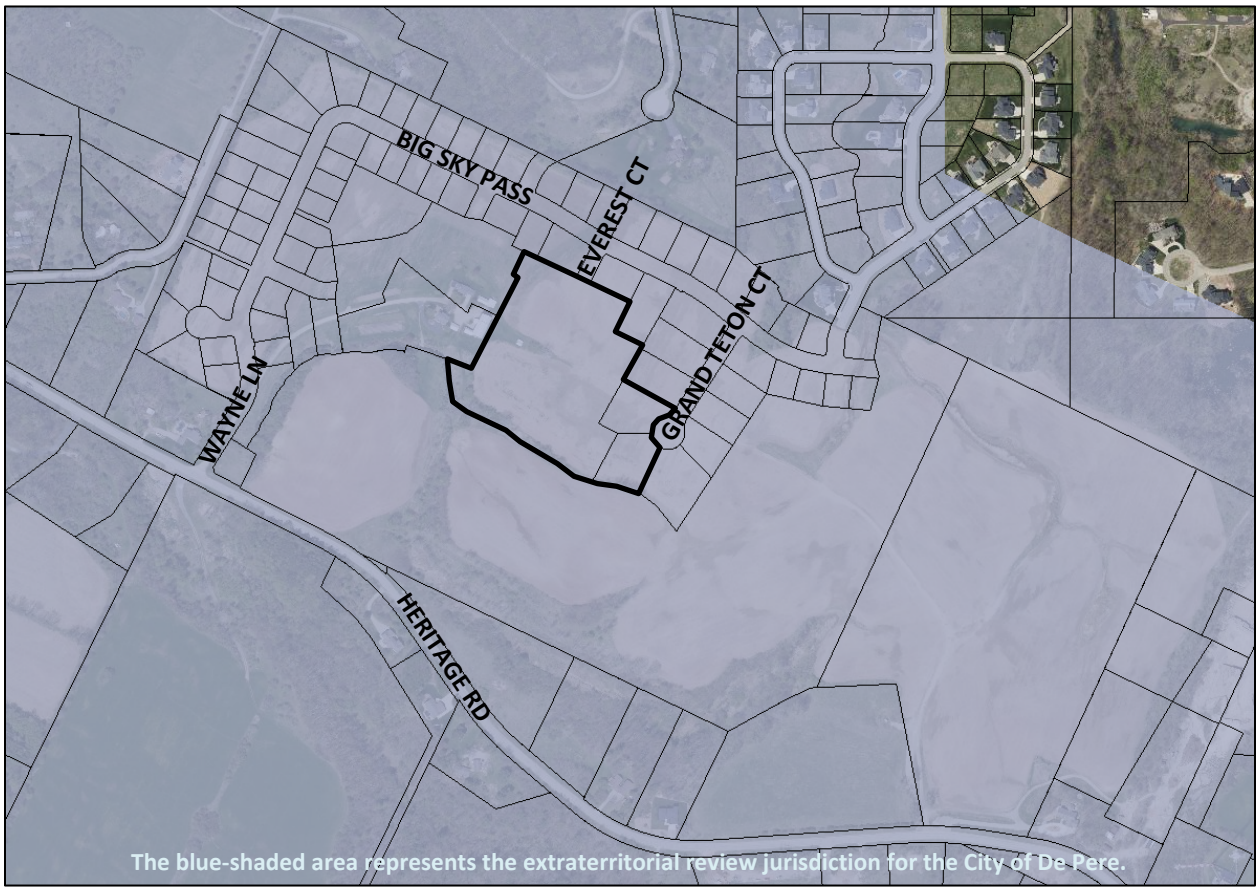
MEETING DATE:	July 15, 2025
DEPARTMENT:	Development Services
FROM:	
SUBJECT:	Recommendation from Plan Commission to approve a 10-lot extraterritorial final plat of Grande Ridge Estates Second Addition at 3400 BLK Heritage RD in Ledgeview (Parcels D-2573, D-2574, D-2580).
RECOMMENDED ACTION:	Approval with conditions.

On June 23, 2025, Plan Commission unanimously recommended approval, with conditions, by a vote of 5-0.

ATTACHMENTS:
PC Report, Application and Final Plat - 09 May 2025

Consideration and possible action on a 10-lot extraterritorial final plat of Grande Ridge Estates Second Addition at 3400 BLK Heritage RD in Ledgeview (Parcels D-2573, D-2574, D-2580).*

SITE MAP



REQUESTED ACTION: Final Extraterritorial Plat Approval (File FPP 25-01).

COMMON DESCRIPTION: 3400 BLK Heritage RD, located northeast of the Heritage RD and Wayne LN intersection.

ZONING: R-1 (Residential) in Ledgeview.

SURROUNDING LAND USES: Developing residential to the north, east and west.
Agricultural to the south.

COMPREHENSIVE PLAN: Planned Neighborhood in Ledgeview.

APPLICANT/OWNER:

Authorized Representative
Steven M Bieda, PLS
Vierbicher Associates INC
400 Security BL
Green Bay, WI 54313

Property Owner
Steve Schenian
0 Heritage Heights
De Pere, WI 54115

LAND USE HISTORY: The property remained undeveloped since air photos of 1938.

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

- The proposed plat is 7,300 feet (1.4 miles) east of the De Pere city limits.
- The proposed plat will create 10 residential lots.
- The site is located inside the Ledgeview sewer service area.
- Environmentally sensitive areas are reviewed by Brown County.
- The De Pere minimum acreage and frontage are 0.2 acres and 75 feet; the Town's minimum is 0.3 acres and 90 feet. All lots meet the minimum acreage and frontage criteria for De Pere and Ledgeview.

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

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

1. Meeting all other state and local regulations, including the City of De Pere, Town of Ledgeview, and Brown County Planning Commission.
2. In the Certificate if the City of De Pere, change "…Plan Commission…" to read "…Common Council…".

Planning/Zoning Application

Planning & Zoning Department

Submitted On:
Jun 9, 2025, 10:57AM EDT

Parcel Number: (Include ALL parcels)	D-2573, D-2574 & D-2580
Nearest property address to the project site:	**Street Address:** 0 Heritage Heights **City:** De Pere **State:** WI **Zip:** 54115
Check each project type that is being applied for:	Plat, Final
Current De Pere Zoning Districts:	Not in De Pere
Extraterritorial Zoning Districts:	R-1 Residential
Number of lots in the Final Plat: (PLEASE USE NUMERALS ONLY.)	10
Number of outlots in the Final Plat: (PLEASE USE NUMERALS ONLY.)	0
Existing Site Land Uses:	Undeveloped/Vacant/Agricultural
Proposed Site Land Uses:	Residential
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	**First Name:** Steve **Last Name:** Schenian
Is the property owner's address the same as the nearest property address?	Yes
Property Owner's Phone Number:	920-684-0687
Property Owner's Email Address:	sschenian@scheniantrucking.com
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	**First Name:** Steven **Last Name:** Bieda

Authorized Representative's Business Name:	Vierbicher
Authorized Representative's Phone Number:	(920)434-9670
Authorized Representative's Email Address:	sbie@vierbicher.com
Please attach a PDF copy of the Final Plat.	P-2654.pdf
Please attach a CAD copy of the Final Plat.	V-16410FinalPlat 2nd Addition.dwg
How do you plan on paying for your application?	Online with a credit card
Total Due:	$200.00
Signature Data	First Name: Steven Last Name: Bieda Email Address: sbie@vierbicher.com Signed at: June 9, 2025 10:56am America/New_York
User's Session Information	IP Address: 74.87.124.242 Referrer URL:

© Vierbicher Associates, Inc.

Grande Ridge Estates Second Addition

ALL OF LOTS 64, 65 AND 71 OF RECORDED PLAT "GRANDE RIDGE ESTATES FIRST ADDITION", (PLATS, DOCUMENT NUMBER 3088551, BROWN COUNTY RECORDS), BEING LOCATED IN PART OF PRIVATE CLAIM 38, EAST SIDE OF THE FOX RIVER, TOWN OF LEDGEVIEW, BROWN COUNTY, WISCONSIN.

BEARING REFERENCE TO THE SOUTH LINE OF GOVERNMENT LOT 1 OF SECTION 36, T23N–R21E, ASSUMED TO BE S64°11'48"E

THE COUNTY MONUMENTS USED IN THIS SURVEY ARE SHOWN AND THEIR TIES HAVE BEEN FOUND AND VERIFIED AND/OR BROWN COUNTY PLANNING AND LAND SERVICES HAS BEEN NOTIFIED OF ANY DISCREPANCIES.

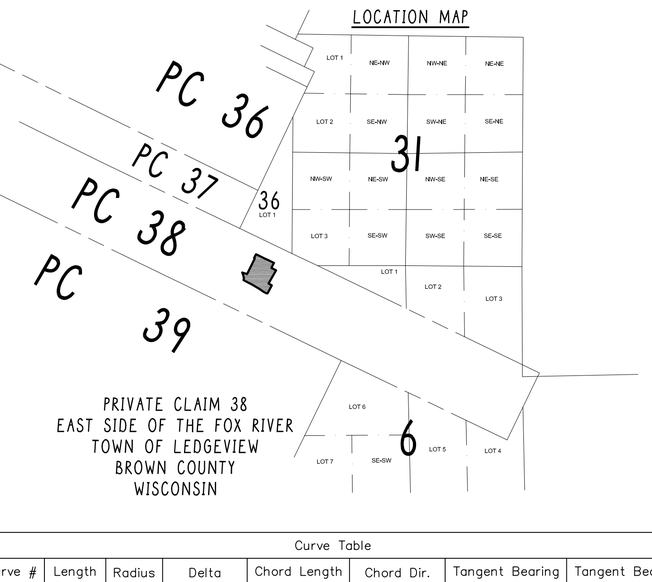
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

GRAPHIC SCALE: 1" = 60'

0 30 60 120



PRIVATE CLAIM 38
EAST SIDE OF THE FOX RIVER
TOWN OF LEDGEVIEW
BROWN COUNTY
WISCONSIN

Curve Table							
Curve #	Length	Radius	Delta	Chord Length	Chord Dir.	Tangent Bearing	Tangent Bearing
C1	48.84'	65.00'	43°02'57"	47.70'	S05°00'24"W	S26°31'53"W	S16°31'04"E
C2	301.88'	65.00'	266°05'54"	95.00'	S63°28'07"E	S69°34'49"W	N16°31'04"W
C3	66.65'	65.00'	58°44'56"	63.77'	S12°51'24"W	S16°31'04"E	S42°13'52"W
C4	93.15'	65.00'	82°06'32"	85.38'	S83°17'08"W	S42°13'52"W	N55°39'36"W
C5	93.81'	65.00'	82°41'18"	85.88'	N14°18'57"W	N55°39'36"W	N27°01'42"E
C6	48.27'	65.00'	42°33'08"	47.17'	N48°18'16"E	N27°01'42"E	N69°34'49"E
C7	48.84'	65.00'	43°02'57"	47.70'	N48°03'21"E	N69°34'49"E	N26°31'53"E
C8	48.84'	65.00'	43°02'57"	47.70'	S54°43'51"W	S76°15'19"W	S33°12'22"W
C9	159.09'	65.00'	140°14'12"	122.25'	S06°08'13"W	S63°58'52"E	S76°15'19"W
C10	87.04'	65.00'	76°43'20"	80.68'	S37°53'39"W	S00°28'01"E	S76°15'19"W
C11	72.05'	65.00'	63°30'52"	68.42'	S32°13'26"E	S63°58'52"E	S00°28'01"E

SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1" ø IRON PIPE
- FOUND 2" ø IRON PIPE
- 2.38" (O.D.) X 18" IRON PIPE WEIGHING 3.65 LBS/LIN. FOOT SET
  - ALL OTHER LOT CORNERS MARKED WITH A 1.32" (O.D.) X 18" IRON PIPE WEIGHING 1.68 LBS\LIN. FOOT.
  - ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST HUNDREDTH OF A FOOT.
  - ALL DISTANCES ON CURVES ARE ARC LENGTHS.
- 30' BUILDING SETBACK (UNLESS NOTED)
- 12' UTILITY EASEMENT (UNLESS NOTED)
- STEEP SLOPES
- ENVIRONMENTALLY SENSITIVE AREA (ESA)
- DELINEATED WETLANDS BY BAY ENVIRONMENTAL ON JULY 21ST, 2022

WISCONSIN STEVEN M. BIEDA PLS-2275 GREEN BAY, WI LAND SURVEYOR

STEVEN M. BIEDA
PLS–2275
JUNE 5TH, 2025

TAX PARCEL: D–2573, D–2574 & D–2580
FIELDWORK COMPLETED: 01/30/2025

vierbicher planners | engineers | advisors

Drafted by: NDK
Checked by: MRA
Job #: V–16410
Drawing No.: P–2654
Rev: 06/09/2025
Rev:
Rev:

SURVEYED FOR:
J&A LAKESIDE PROPERTIES LLC

SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434–9670

SHEET 1 OF 2

09 Jun 2025 - 9:38a C:\Users\nkov\AcPublish_18784\V-16410FinalPlat 2nd Addition.dwg by: nkov

© Vierbicher Associates, Inc.

Grande Ridge Estates Second Addition

ALL OF LOTS 64, 65 AND 71 OF RECORDED PLAT "GRANDE RIDGE ESTATES FIRST ADDITION", (PLATS, DOCUMENT NUMBER 3088551, BROWN COUNTY RECORDS), BEING LOCATED IN PART OF PRIVATE CLAIM 38, EAST SIDE OF THE FOX RIVER, TOWN OF LEDGEVIEW, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, STEVEN M. BIEDA, PROFESSIONAL LAND SURVEYOR, PLS–2275, HEREBY CERTIFY:

THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236, WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF THE TOWN OF LEDGEVIEW, THE CITY OF DE PERE AND THE BROWN COUNTY PLANNING COMMISSION AND UNDER THE DIRECTION OF THE OWNERS LISTED HEREON, I HAVE SURVEYED, DIVIDED AND MAPPED GRANDE RIDGE ESTATES SECOND ADDITION; AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED; AND IS ALL OF LOTS 64, 65 AND 71 OF RECORD PLAT "GRANDE RIDGE ESTATES FIRST ADDITION", (PLATS, DOCUMENT NUMBER 3088551, BROWN COUNTY RECORDS), BEING LOCATED IN PART OF PRIVATE CLAIM 38, EAST SIDE OF THE FOX RIVER, TOWN OF LEDGEVIEW, BROWN COUNTY, WISCONSIN.

PARCEL CONTAINS 471,949 SQUARE FEET / 10.83 ACRES, MORE OR LESS.
RIGHT OF WAY DEDICATED TO THE PUBLIC CONTAINS 31,485 SQUARE FEET / 0.72 ACRES, MORE OR LESS.
PARCEL IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

NOTES

THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE TOWN OF LEDGEVIEW HAS ADOPTED A SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION–RELATED ACTIVITIES.

DEVELOPMENT ON LOT 131–140 REQUIRES PUBLIC SEWER AND WATER BE AVAILABLE OR ACQUISITION OF ALL STATE, COUNTY, AND/OR MUNICIPAL PERMITS CONCERNING ONSITE SEWAGE DISPOSAL SYSTEMS FOR SANITARY WASTE DISPOSAL.

LOTS 135, 136, 137, 139 AND 140 INCLUDE WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORPS OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATORS OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

THE OWNERS OF LOTS 131 THROUGH 140, ALONG WITH LOTS 56–63, 66–75 AND 117–130 OF GRANDE RIDGE ESTATES FIRST ADDITION ARE JOINT OWNERS OF THE SPECIFIED CLUSTER BOX UNIT (CBU) STRUCTURE AND ITS FOUNDATION, WHO ARE RESPONSIBLE FOR THE LONG–TERM MAINTENANCE AND REPLACEMENT. IF THE PROPERTY OWNERS DO NOT KEEP THE CBU IN A GOOD–LOOKING FUNCTIONAL STATE, THE MUNICIPALITY MAY ASSESS/CHARGE THE LOT OWNERS FOR THE SHARED COST OF REPAIRS OR REPLACEMENT. CLUSTER BOX UNIT (CBU) STRUCTURE IS LOCATED ON LOT 68 OF GRANDE RIDGE ESTATES, FIRST ADDITION

FUTURE SIDEWALKS WILL BE INSTALLED ALONG EVEREST COURT AND GRAND TETON COURT IN THE PUBLIC RIGHT OF WAY.

RESTRICTIVE COVENANTS

THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

EACH LOT OWNER SHALL GRADE THE PROPERTY TO CONFORM TO THE ADOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID ELEVATION FOR FUTURE SIDEWALKS.

GRADING ACTIVITIES WITHIN ESA AND ESA SETBACK AREAS ARE RESTRICTED UNLESS AN ESA AMENDMENT IS APPROVED BY THE BROWN COUNTY PLANNING COMMISSION, OR GRADING IS COMPLETED AS PART OF AN APPROVED GRADING AND STORMWATER MANAGEMENT PLAN

LOTS 135–137 AND 139–140 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2040 BROWN COUNTY URBAN SERVICE AREA WATER QUALITY PLAN. THE ESA INCLUDES DELINEATED WETLANDS, ALL LAND WITHIN 10–30 FEET OF LESS SUSCEPTIBLE WETLANDS, STEEP SLOPES OF 20% OR GREATER ASSOCIATED WITH ANY AFOREMENTIONED WATER OR NATURAL RESOURCE FEATURES AND A 20–FOOT SETBACK FROM TOP AND BOTTOM OF STEEP SLOPES. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY

J&A LAKESIDE PROPERTIES, LLC, GRANTOR, TO

WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, GRANTEE,

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN SIX INCHES WITHOUT WRITTEN CONSENT OF GRANTEES. THIS UTILITY EASEMENT PROVISION DOES NOT PREVENT OR PROHIBIT OTHERS FROM UTILIZING OR CROSSING THE UTILITY EASEMENT AS THE UTILITY EASEMENT(S) ARE NON–EXCLUSIVE.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

J&A LAKESIDE PROPERTIES LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, DOES HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON GRANDE RIDGE ESTATES SECOND ADDITION TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. J&A LAKESIDE PROPERTIES LLC ALSO CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

TOWN OF LEDGEVIEW
CITY OF DE PERE
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID J&A LAKESIDE PROPERTIES LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____, ITS MEMBER, ON THIS ___ DAY OF _____, 20__.

_____
MEMBER

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20__, THE ABOVE NAMED MEMBER OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID LIMITED LIABILITY COMPANY, BY ITS AUTHORITY.

_____
NOTARY PUBLIC
BROWN COUNTY, WISCONSIN

MY COMMISSION EXPIRES _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

APPROVED FOR THE BROWN COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20__.

_____
DEVIN YODER
SENIOR PLANNER

CERTIFICATE OF THE BROWN COUNTY TREASURER

AS DULY ELECTED BROWN COUNTY TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAXES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT AS OF THE DATES LISTED BELOW.

_____
RAY SUENNEN DATE
BROWN COUNTY TREASURER

CERTIFICATE OF THE TOWN OF LEDGEVIEW

APPROVED FOR THE TOWN OF LEDGEVIEW THIS _____ DAY OF _____, 20__.

_____
JENNIFER BROICH
TOWN CLERK

CERTIFICATE OF THE TOWN OF LEDGEVIEW TREASURER

AS DULY ELECTED TOWN OF LEDGEVIEW TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAXES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT AS OF THE DATES LISTED BELOW.

_____
RENAE PETERS DATE
TOWN OF LEDGEVIEW TREASURER

CERTIFICATE OF THE CITY OF DE PERE

APPROVED BY THE CITY OF DE PERE PLAN COMMISSION ON THE _____ DAY OF _____, 20___.

_____
CAREY E. DANEN DATE
CITY CLERK

_____
STEVEN M. BIEDA
PLS–2275
JUNE 5TH, 2025

WISCONSIN STEVEN M. BIEDA PLS-2275 GREEN BAY, WI LAND SURVEYOR

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

Certified _____, 20_____

Department of Administration

vierbicher
planners | engineers | advisors

Drafted by: NDK
Checked by: MRA
Job #.: V–16410
Drawing No.: P–2654
Rev: 06/09/2025
Rev:
Rev:

SURVEYED FOR:
J&A LAKESIDE PROPERTIES LLC

SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434–9670

SHEET 2 OF 2

09 Jun 2025 - 9:38a C:\Users\nkov\AcPublish_18784\V-16410FinalPlat 2nd Addition.dwg by: nkov

City of De Pere, Wisconsin **1.11**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Finance
FROM:	Pamela Manley, Finance Director
SUBJECT:	Recommendation from the Finance-Personnel Committee to approve the 2024 Management Letter and Financial Statements.
RECOMMENDED ACTION:	Approval of the 2024 Management Letter and Financial Statements.

At the July 8, 2025 Finance-Personnel Committee meeting, CLA presented the 2024 Executive Summary. Attached are the Executive Summary and the Final Report and Financial Statements. Hard copies of both are in your drawer in Council Chambers. Elizabeth McMasters from CLA will be on hand to review both reports with Council. Please contact Finance Director Pam Manley in advance of the meeting if you have any questions.

ATTACHMENTS:
2024 Signed Executive Summary, 2024 Signed Final Report and Financial Statements-Submittals

CliftonLarsonAllen LLP
1175 Lombardi Avenue, Suite 200
Green Bay, WI 54304

phone 920-436-7800 **fax** 920-436-7808
CLAconnect.com

City Council
City of De Pere
De Pere, Wisconsin

This Executive Audit Summary and Board Communications present information which we believe is important to you as members of the City Council. We encourage you to review the sections of this report, the audited financial statements, and the auditors' reports.

We would be pleased to furnish additional information with respect to these suggestions and discuss this memorandum with you at your convenience. We wish to express our appreciation to the City for the courtesies, cooperation, and assistance extended to us during the course of our work.

CliftonLarsonAllen LLP

Scott Sternhagen, CPA
Principal

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CITY OF DE PERE, WISCONSIN

EXECUTIVE AUDIT SUMMARY AND BOARD COMMUNICATIONS

DECEMBER 31, 2024

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CITY OF DE PERE, WISCONSIN
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EXECUTIVE AUDIT SUMMARY
CITY OF DE PERE, WISCONSIN
YEAR ENDED DECEMBER 31, 2024

We prepared this Executive Audit Summary in conjunction with our audit of City of De Pere, Wisconsin, the City's financial statements for the year ended December 31, 2024.

Audit Opinion

The financial statements are fairly stated. We issued what is known as a "clean" audit report.

Internal Controls

Our report on internal control included the following deficiencies in internal controls over financial reporting:

Significant Deficiency:

- Finding 2024-001 Preparation of Annual Financial Report

Material Weakness:

- Finding 2024-002 Adjustments to the City's Financial Records

Compliance Findings

There were no separate compliance findings reported.

Summary Financial Information

See pages 9 through 16 for information related to fund balances, revenues, and expenditures.

FORMAL REQUIRED COMMUNICATIONS

City Council
City of De Pere
De Pere, Wisconsin

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of De Pere as of and for the year ended December 31, 2024, and have issued our report thereon dated July 8, 2025. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, as well as certain information related to the planned scope and timing of our audit in our engagement agreement dated October 3, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings or issues

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of De Pere are described in Note 1 to the financial statements.

As described in Note 1, the City changed accounting policies related to accounting changes and error corrections by adopting Statement of Governmental Accounting Standards Board (GASB Statement) No. 100, *Accounting Changes and Error Corrections,* in 2024. Accordingly, the cumulative effect of the accounting changes as of the beginning of the year is reported in the statement of revenues, expenditures, and changes in fund balances – governmental funds and combining statement of revenues, expenditures, and changes in fund balances – nonmajor governmental funds.

As described in Note 4.F., the City changed accounting policies related to compensated absences by adopting Statement of Governmental Accounting Standards Board (GASB Statement) No. 101, *Compensated Absences*, in 2024. Accordingly, the cumulative effect of the accounting change as of the beginning of the year is reported in the financial statements as disclosed in Note 4.E.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

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The most sensitive estimates affecting the financial statements was the OPEB liability and related deferred outflows and inflows of resources, as well as the IBNR.

Management's estimate of the OPEB liability and related deferred inflows and deferred outflows of resources is based on an actuarially determined calculation prepared by a professional actuarial firm.

Management's estimate of the incurred, but not reported (IBNR) insurance reserves are based on actuarial projections of the expected cost of the ultimate settlement and administration of claims. We evaluated the key factors and assumptions used to develop the reserves in determining that it is reasonable in relation to the financial statements taken as a whole.

We reviewed and tested management's procedures and underlying supporting documentation in the areas discussed above and evaluated the key factors and assumptions used to develop the estimates noted above in determining that they are reasonable in relation to the financial statements taken as a whole. We concluded that the accounting estimates and management judgments appeared to consider all significant factors and resulted in appropriate accounting recognition.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures. The financial statement disclosures are neutral, consistent, and clear.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has determined that the effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The following summarizes uncorrected misstatements of the financial statements:

- The City adopted Statement of Governmental Accounting Standards Board (GASB Statement) No. 101, *Compensated Absences,* as of January 1, 2024 and recorded the implementation through expenses as it was immaterial to the financial statements to restate beginning net position. The amount of the adjustment decreased expenses of $85,455 in the Water Utility, $67,425 in the Wastewater Utility, and $74,082 in the Stormwater Utility for a total of $226,962 in the business-type activities.

Uncorrected misstatements or the matters underlying uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even if management has concluded that the uncorrected misstatements are immaterial to the financial statements under audit.

Corrected misstatements

The following material misstatements detected as a result of audit procedures were corrected by management:

- Recorded prior period adjustments related to compensated absences

Disagreements with management

For purposes of this communication, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Circumstances that affect the form and content of the auditors' report
As previously communicated to you, the report was modified to include the following emphasis of matter paragraphs to highlight both the change in accounting principle related to the adoption of the new accounting guidance for compensated absences and the accounting changes and error corrections as follows:

Prior Period Adjustment

As described in Note 4.E., the City recorded a prior period adjustment for the overstatement of accrued liabilities in the General fund. Our opinions are not modified with respect to this matter.

Change in Accounting Principle

- As described in Note 4.F., the City changed accounting policies related to compensated absences by adopting Statement of Governmental Accounting Standards Board (GASB Statement) No. 101, *Compensated Absences*, in 2024. Our opinions are not modified with respect to this matter.
- As described in Note 1.G., effective January 1, 2024, the City changed accounting policies related to accounting changes and error corrections by adopting Governmental Accounting Standards Board Statement (GASB Statement) No. 100, *Accounting Changes and Error Corrections,* in 2024. The guidance requires the disclosure of certain accounting changes and error corrections. Our opinions are not modified with respect to this matter.

Management representations

We have requested certain representations from management that are included in the attached management representation letter dated July 8, 2025.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Significant findings or issues that were discussed, or the subject of correspondence, with management

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year. The following summarizes the significant findings or issues arising during the audit that were discussed, or were the subject of correspondence, with management:

- Finding 2024-001 Preparation of annual financial report

Required supplementary information

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

Supplementary information in relation to the financial statements as a whole

With respect to the supplementary information accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated July 8, 2025.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

* * *

This communication is intended solely for the information and use of the City Council and management of City of De Pere and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Green Bay, Wisconsin
July 8, 2025

INTERNAL CONTROL COMMUNICATIONS

City Council
City of De Pere
De Pere, Wisconsin

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of De Pere, Wisconsin (the City) as of and for the year ended December 31, 2024, in accordance with auditing standards generally accepted in the United States of America, we considered the entity's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the entity's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be a material weakness and another deficiency that we consider to be a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

Material weakness

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the following deficiency in the entity's internal control to be a material weakness:

- Finding 2024-002 Adjustments to the City's Financial Records

Significant deficiency

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in the entity's internal control to be a significant deficiency:

- Finding 2024-001 Preparation of Annual Financial Report

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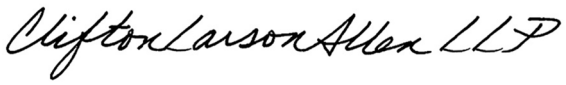
Management's response

The City's written response to the material weaknesses and significant deficiencies identified in our audit was not subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

* * *

This communication is intended solely for the information and use of management, others within the City, and City Council, and is not intended to be, and should not be, used by anyone other than these specified parties.

The purpose of this communication is solely to describe the scope of our testing of internal control over financial reporting and the results of that testing. This communication is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control over financial reporting. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP

Green Bay, Wisconsin
July 8, 2025

APPENDIX A

FINANCIAL TRENDS OF YOUR CITY

The following graphs reflect financial trends of City of De Pere. Information related to fund balances, revenues, and expenditures on pages 9 through 16 were obtained from current and prior year audit reports.

CITY GOVERNMENTAL FUND BALANCES

A comparative summary of the City's fund balances as shown on December 31, 2024 and 2023 follows:

	12/31/24	12/31/23
General Fund:		
Nonspendable for:		
Inventories and Prepaid Items	$ 218,583	$ 205,371
Special Assessments Held by County	65,098	29,496
Advances to Other Funds	2,027,821	2,084,336
Long-Term Receivables	792,151	-
Restricted for:		
Recreation Scholarship	51,502	36,344
Sick Leave Escrow	578,390	-
Property Tax Relief and Economic Development	60,516	97,821
Committed for:		
Non-Lapsing Funds	485,460	1,188,438
Unassigned	9,343,032	8,197,750
Total General Fund Balance	13,622,553	11,839,556
Debt Service Fund:		
Restricted for Debt Service	2,145,905	2,282,210
Special Revenue Funds:		
Restricted for:		
Loans	877,581	978,086
Park Land Acquisition	135,495	121,432
Housing	1,937,465	1,968,527
Committed for Subsequent Years' Expenditures:		
Dog Park	13,884	13,633
Riverwalk Pier	561,099	580,740
Southwest Park Equipment	62,507	197,478
De Pere Micro Fund Loan	86,814	53,228
Total Special Revenue Funds	3,674,845	3,913,124
Capital Projects Funds:		
Restricted for:		
TID No. 8	1,850,785	1,651,057
TID No. 11	944,969	890,643
TID No. 12	2,888,392	1,787,515
TID No. 13	185,853	236,730
TID No. 14	166,259	282,936
TID No. 15	3,456,663	3,492,792
TID No. 17	870,694	(48,076)
TID No. 18	134,263	-
Committed for Subsequent Years' Expenditures:		
Capital Equipment	1,139,585	2,633,473
Community Center	13,616	4,718
Police/Fire Expansion	2,932	2,932
Public Improvements	3,783,706	(2,182,697)
Unassigned (Deficit):		
Cable Access	-	(119)
Pool Capital Projects	(781,949)	(1,062,216)
TID No. 7	(5,286,471)	(3,590,008)
TID No. 9	(436,136)	(304,809)
TID No. 10	(2,123,911)	(1,621,055)
TID No. 16	-	(54,572)
Total Capital Projects Funds	6,809,250	2,119,244
Total Governmental Fund Balances	$ 26,252,553	$ 20,154,134

Additional information on the fund balances is presented below:

General Fund

In total the City's general fund increased $1,783,178 in 2024. Overall, the City's general fund balance continues to remain in stable financial condition entering the 2025 budget year. Additional information on various components of the City's general fund balance follows.

The City Council adopted a minimum unassigned general fund balance policy of 25% of the subsequent year General Fund budgeted expenditures. The purpose of the minimum fund balance amount is to ensure there are available cash funds for operating purposes and to segregate that portion of the general fund that is not available for current transfer or appropriation. On December 31, 2024, the City's unassigned general fund balance totaled $9,921,603 and was higher than 25% of the 2025 budgeted expenditures which totaled $5,808,131. Furthermore, the Council approved a policy whereby the unassigned reserve account should maintain a balance between 25% and 35% of the subsequent year General Fund budgeted expenditures; 35% of 2025 budgeted expenditures amounted to $8,131,383.

Tax Incremental Districts

The City maintains separate accounting funds for each Tax Incremental Districts (TID) created in accordance with Section 66.1105 of the Wisconsin Statutes. At the time the Districts were created, the property tax base within each District was "frozen" and increment taxes resulting from increases to the property tax base are used to finance District improvements, including principal and interest on long-term debt issued by the City to finance such improvements. Information on the City's ten tax incremental districts on December 31, 2024 is presented below:

	TID 7	TID 8	TID 9	TID 10
Date Created	10/17/2006	8/21/2007	8/7/2012	8/7/2012
Latest Termination Year	2033	2027	2039	2032

Location	East Downtown Business District	West Side Commercial Development	West Downtown Business District	Industrial Park
Status	-	-	-	-
Fund Balance at Year-End	$ (5,286,471)	$ 1,850,785	$ (486,136)	$ (2,073,911)
Net Unreimbursed Cost	5,826,471	(640,785)	3,441,936	4,879,911
2024 Tax Increment	122,793	400,995	183,669	235,464
2025 Tax Increment	184,590	333,752	164,036	279,137
Outstanding Debt Due	540,000	1,210,000	2,955,800	2,806,000
Advances from (to) City	-	-	-	-

Tax Incremental Districts (Continued)

	TID 11	TID 12	TID 13	TID 14
Date Created	9/1/2015	9/1/2015	7/18/2017	9/19/2018
Latest Termination Year	2035	2035	2037	2038
Location	West Side Industrial Park	West Side Industrial Park	West Side Main Avenue	Irwin School
Status	-	-	-	-
Fund Balance at Year-End	$ 944,969	$ 2,888,392	$ 185,853	$ 166,259
Net Unreimbursed Cost	1,210,031	4,046,608	2,534,147	928,741
2024 Tax Increment	699,993	1,974,090	275,117	39,539
2025 Tax Increment	818,088	2,238,001	419,649	35,048
Outstanding Debt Due	2,155,000	6,935,000	2,720,000	1,095,000
Advances from (to) City	-	-	-	-

	TID 15	TID 16	TID 17	TID 18
Date Created	2/15/2020	2/21/2020	3/16/2021	5/7/2024
Latest Termination Year	2040	2040	2042	5/7/2051
Location	West Industrial Park	ıst Downtown Busine District	East Industrial Park	East Downtown
Status	-	-	-	-
Fund Balance at Year-End	$ 3,456,663	$ -	$ 870,694	$ 134,263
Net Unreimbursed Cost	4,845,837	-	1,124,306	1,515,737
2024 Tax Increment	684,368	-	305,692	-
2025 Tax Increment	839,564	-	512,823	270,188
Outstanding Debt Due	8,302,500	-	1,995,000	1,650,000
Advances from (to) City	-	-	-	-

Employees Medical Self-Insurance Funds

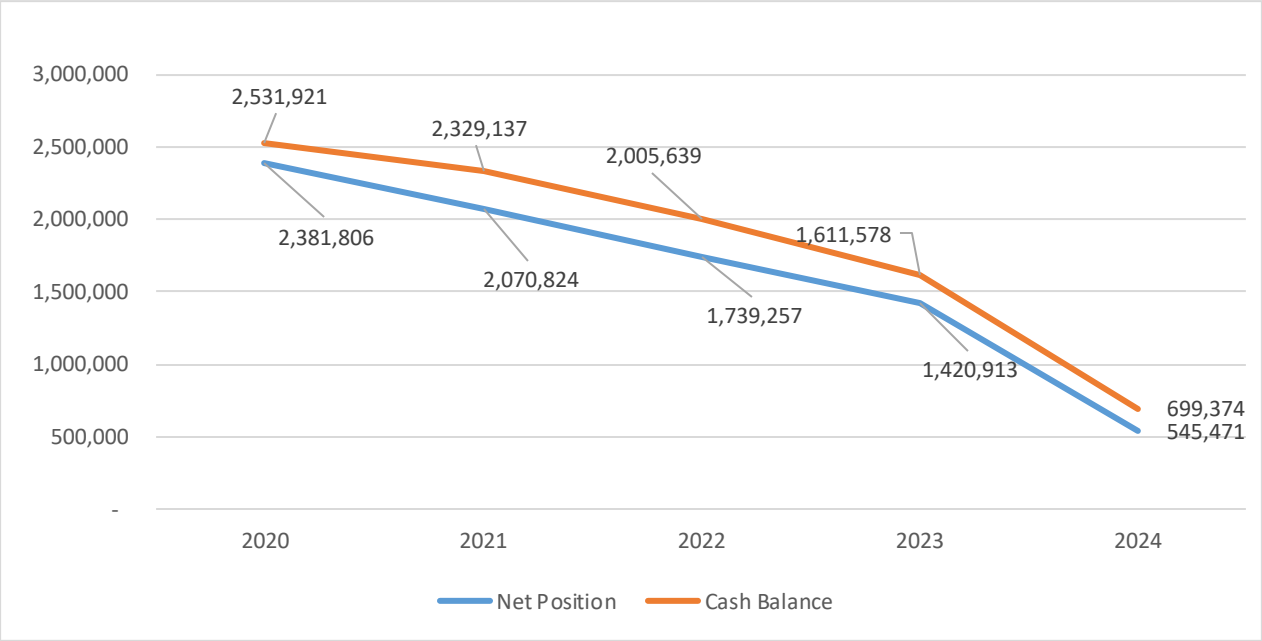
The City utilizes two separate self-insurance internal service funds to account for health and dental claims of City employees. The funds are financed from monthly insurance premiums charged to City employees. Presented below is a summary of each fund's financial transactions for 2024 including comparative totals of the health and dental funds for 2023.

	Health Self-Insurance		Dental Self-Insurance	
	2024	2023	2024	2023
Revenues:				
Charges for Employees Medical and Dental Insurance Premiums	$ 2,608,053	$ 2,474,915	$ 180,194	$ 177,706
Expenses:				
Employees Health and Dental Claims	2,835,301	2,063,589	138,219	173,711
Administrative Fees	656,246	737,034	41,335	6,740
Total Expenses	3,491,547	2,800,623	179,554	180,451
Operating Income (Loss)	(883,494)	(325,708)	640	(2,745)
Nonoperating Revenues:				
Interest Revenue	8,052	7,364	-	-
Change in Net Position	(875,442)	(318,344)	640	(2,745)
Net Position - January 1	1,420,913	1,739,257	73,317	76,062
Net Position - December 31	$ 545,471	$ 1,420,913	$ 73,957	$ 73,317

The "key" component of an internal service fund is operating income since operating revenues should approximate operating expenses on an annual basis. The health self-insurance net position at year end is 19% of health claims for 2024.

Employees Medical Self-Insurance Funds (Continued)

Below is a chart illustrating the change in net position and cash in the Health Self-Insurance fund over the past five years:



WATER UTILITY

The Water Utility reported an increase in net position of $1,414,378 and an operating gain of $1,346,949 for the year ended December 31, 2024.

	2024	2023
Operating Revenues:		
Metered Sales	$ 5,866,865	$ 5,473,317
Fire Protection	1,455,340	1,438,228
Other	355,665	388,853
Total Operating Revenues	7,677,870	7,300,398
Operating Expenses:		
Operation and Maintenance	5,473,593	5,605,028
Depreciation	786,968	758,115
Taxes	67,163	62,958
Total Operating Expenses	6,327,724	6,426,101
Operating Income	1,350,146	874,297
Nonoperating Revenues (Expenses):		
Interest Revenue	-	1,727
Interest and Fiscal Charges	(3,197)	(5,240)
Total Nonoperating Revenues (Expenses)	(3,197)	(3,513)
Income Before Contributions and Transfers	1,346,949	870,784
Capital Contributions	544,052	1,337,799
Transfers In	-	42,518
Transfers Out	(476,623)	(427,554)
Change in Net Position	$ 1,414,378	$ 1,823,547

Below is a summarized cash flow for the year ended December 31, 2024 for the Water Utility with a comparative to 2023:

	2024	2023
Cash Flows from Operating Activities	$ 1,322,003	$ 1,734,142
Transfer Out to the General Fund	(476,623)	(427,554)
Transfer In from the TID	-	42,518
Principal Payments on Long-Term Debt	(105,000)	(102,500)
Interest Payments on Long-Term Debt	(6,587)	(8,637)
Amounts Available to Fund Capital Assets	733,793	1,237,969
Acquisition of Capital Assets	(1,432,484)	(1,773,491)
Net Change in Cash for Year Ended December 31	$ (698,691)	$ (535,522)
Due to City's Other Funds	$ 5,896,380	$ 5,197,689

WASTEWATER UTILITY

A comparative summary of the Wastewater Utility's change in net position for the years ended December 31, 2024 and 2023 appears below:

	2024	2023
Operating Revenues:		
Measured Sales	$ 8,255,660	$ 7,765,881
Other	2,434,220	2,662,185
Total Operating Revenues	10,689,880	10,428,066
Operating Expenses:		
Operation and Maintenance	8,450,690	7,030,590
Depreciation	830,840	791,694
Total Operating Expenses	9,281,530	7,822,284
Operating Income	1,408,350	2,605,782
Nonoperating Revenues (Expenses):		
Interest and Fiscal Charges	(2,960)	(5,003)
Other	3,871	-
Total Nonoperating Revenues (Expenses)	911	(5,003)
Income Before Contributions and Transfers	1,409,261	2,600,779
Capital Contributions	336,647	1,781,686
Transfers Out	(255,951)	(255,499)
Change in Net Position	$ 1,489,957	$ 4,126,966

Below is a summarized cash flow for the year ended December 31, 2024 for the Wastewater Utility with a comparative to 2023:

	2024	2023
Cash Flows from Operating Activities	$ 1,695,153	$ 2,850,209
Transfer Out to the General Fund	(255,951)	(255,499)
Cash Flows from Noncapital Financing Activities	3,871	-
Cash Flows from Capital and Related Financing Activities:		
Acquisition of Capital Assets	(913,062)	(1,556,134)
Principal Payments on Long-Term Debt	(105,000)	(102,500)
Interest Payments on Long-Term Debt	(6,350)	(8,400)
Net Cash Flows from Capital and Related Financing Activities	(1,024,412)	(1,667,034)
Net Change in Cash for Year Ended December 31	418,661	927,676
Change in Amount Advanced to Water Utility	1,055,966	-
Net Change in Cash for Year Ended December 31	$ 1,474,627	$ 927,676

The City used cash on hand to fund capital assets during 2024.

STORMWATER UTILITY

A comparative summary of the Stormwater Utility's change in net position for the years ended December 31, 2024 and 2023 appears below:

	2024	2023
Operating Revenues:		
Charges for Services	$ 2,722,508	$ 2,501,593
Other	21,220	983
Total Operating Revenues	2,743,728	2,502,576
Operating Expenses:		
Operation and Maintenance	1,383,533	1,346,633
Depreciation	605,110	611,258
Total Operating Expenses	1,988,643	1,957,891
Operating Income	755,085	544,685
Nonoperating Revenue:		
Nonoperating Grants	4,127	104,215
Capital Contributions	356,084	2,084,746
Change in Net Position	$ 1,115,296	$ 2,733,646

In 2024, the Stormwater Utility had an operating income of $755,085 in 2024 compared to an operating income of $544,685 in 2023.

CITY OF DE PERE

Finance Department

335 South Broadway Street, De Pere, WI 54115 | 920-339-4050 | www.deperewi.gov

July 8, 2025

CliftonLarsonAllen LLP
1175 Lombardi Ave, Suite 200
Green Bay, Wisconsin 54304

This representation letter is provided in connection with your audit of the financial statements of City of De Pere, which comprise the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of December 31, 2024, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to misstatements that are material. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We confirm, to the best of our knowledge and belief, as of July 8, 2025, the following representations made to you during your audit of the financial statements as of and for the year ended December 31, 2024.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement agreement dated October 3, 2024, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. The financial statements include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.

2. We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

4. Methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures, including those measured at fair value, are appropriate to achieve recognition, measurement, or disclosure that is reasonable in accordance with U.S. GAAP.

5. Significant estimates have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP. Significant estimates are estimates at the financial statement date that could change materially within the next year.

6. Related party relationships and transactions, including, but not limited to, revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

7. No events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements.

8. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements for each opinion unit. The following summarizes uncorrected misstatements of the financial statements:

    - The City adopted Statement of Governmental Accounting Standards Board (GASB Statement) No. 101, *Compensated Absences*, as of January 1, 2024 and recorded the implementation through expenses as it was immaterial to the financial statements to restate beginning net position. The amount of the adjustment decreased expenses of $85,455 in the Water Utility, $67,425 in the Wastewater Utility, and $74,082 in the Stormwater Utility for a total of $226,962 in the business-type activities.

    In addition, you have proposed adjusting journal entries that have been posted to the City's accounts. We have reviewed and approved those adjusting journal entries and understand the nature of the changes and their impact on the financial statements. We are in agreement with those adjustments and accept responsibility for them.

9. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.

10. Guarantees, whether written or oral, under which the entity is contingently liable, if any, have been properly recorded or disclosed in accordance with U.S. GAAP.

11. Arrangements with financial institutions involving repurchase, reverse repurchase, or securities lending agreements, compensating balances, or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements, have been properly recorded or disclosed in the financial statements.

12. The fact that the amount of "uncollateralized" deposits or "uninsured, unregistered securities held by the counterparty, or by its trust department or agent but not in the entity's name" during the period significantly exceeded the amounts in those categories as of the financial statement date was properly disclosed in the financial statements.

13. Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the financial statement date and have been reduced to their estimated net realizable value.

14. The methods and significant assumptions used result in a measure of fair value appropriate for financial statement measurement and disclosure purposes.

15. We have appropriately identified, recorded, and disclosed all leases, including any material embedded leases contained within other contracts, in accordance with GASB Statement No. 87, *Leases*.

16. We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.

17. We believe that the actuarial assumptions and methods used to measure pension and other postemployment benefits (OPEB) liabilities and costs for financial accounting purposes are appropriate in the circumstances.

18. We do not plan to make frequent amendments to our pension or other postretirement benefit plans.

Information Provided

1. We have provided you with:

    a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements such as records (including information obtained from within and outside of the general and subsidiary ledgers), documentation, and other matters.

    b. Additional information that you have requested from us for the purpose of the audit.

    c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

    d. Complete minutes of the meetings of the governing board and related committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.

    e. All communications from regulatory agencies, grantors, lenders, and other funding sources concerning noncompliance with, or deficiencies in, financial reporting practices.

    f. All communications from regulatory agencies, grantors, lenders, and other funding sources concerning noncompliance with the provisions of laws, regulations, contracts, and grant agreements.

    g. Access to all audit or relevant monitoring reports, if any, received from funding sources.

2. All material transactions have been recorded in the accounting records and are reflected in the financial statements.

3. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

4. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:

    a. Management;

    b. Employees who have significant roles in internal control; or

c. Others when the fraud could have a material effect on the financial statements.

5. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, grantors, regulators, or others.

6. We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations and provisions of contracts and grant agreements, or waste or abuse whose effects should be considered when preparing financial statements.

7. We are not aware of any pending or threatened litigation, claims, or assessments, or unasserted claims or assessments, that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.

8. There are no other material liabilities or gain or loss contingencies that are required to be accrued or disclosed in accordance with U.S. GAAP.

9. We have disclosed to you the identity of all the entity's related parties and all the related party relationships and transactions of which we are aware, including any side agreements.

10. The entity has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral, except as made known to you and disclosed in the financial statements.

11. We have a process to track the status of audit findings and recommendations.

12. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

13. We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.

14. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to City of De Pere, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.

15. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.

16. The entity has complied with all aspects of contractual or grant agreements that would have a material effect on the financial statements in the event of noncompliance.

17. We have complied with all restrictions on resources (including donor restrictions) and all aspects of contractual and grant agreements that would have a material effect on the financial statements in the

event of noncompliance. This includes complying with donor requirements to maintain a specific asset composition necessary to satisfy their restrictions.

18. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.

19. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures, jointly governed organizations, and other related organizations.

20. The financial statements properly classify all funds and activities.

21. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

22. Components of net position (net investment in capital assets; restricted; and unrestricted) and equity amounts are properly classified and, if applicable, approved.

23. Investments, derivative instruments, and land and other real estate held by endowments are properly valued.

24. Provisions for uncollectible receivables have been properly identified and recorded.

25. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

26. Revenues are appropriately classified in the statement of activities.

27. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

28. Deposits and investment securities and derivative instruments are properly classified as to risk and are properly valued and disclosed.

29. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.

30. We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.

31. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

32. We acknowledge our responsibility for presenting the nonmajor fund combining statements, individual statements, and supporting schedules (the supplementary information) in accordance with U.S. GAAP, and we believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the supplementary

information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditors' report thereon.

33. In regards to the preparation of the financial statements, depreciation schedules, and adjusting journal entries services performed by you, we have:

    a. Made all management judgments and decisions and assumed all management responsibilities.

    b. Designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee the services.

    c. Evaluated the adequacy and results of the services performed.

    d. Accepted responsibility for the results of the services.

    e. Ensured that the entity's data and records are complete and received sufficient information to oversee the services.

34. With respect to federal and state awards programs:

    a. We are responsible for understanding and complying with, and have complied with the requirements of *Departments of Health Services Audit Guide* issued by the Wisconsin Department of Health Services including requirements relating to preparation of the schedule of expenditures of federal awards.

    b. We acknowledge our responsibility for presenting the schedule of expenditures of federal awards (SEFA) and related notes in accordance with the requirements of the *Department of Health Services Audit Guide*, and we believe the SEFA, including its form and content, is fairly presented in accordance with the *Department of Health Services Audit Guide*. The methods of measurement and presentation of the SEFA have not changed from those used in the prior period, and we have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the SEFA.

    c. If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issued the SEFA and the auditors' report thereon.

    d. We have identified and disclosed to you all of our government programs and related activities subject to the *Department of Health Services Audit Guide* compliance audit, and included in the SEFA expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.

    e. We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards

related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.

f. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.

g. We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.

h. We have received no requests from a federal agency to audit one or more specific programs as a major program.

i. We have complied with the direct and material compliance requirements including when applicable, those set forth in the *Department of Health Services Audit Guide*, relating to federal and state awards and confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.

j. We have disclosed to you any communications from federal or state awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditors' report.

k. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditors' report.

l. Amounts claimed or used for matching were determined in accordance with relevant guidelines in the *Department of Health Services Audit Guide*.

m. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.

n. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.

o. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.

p. There are no known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditors' report.

q. We have disclosed to you whether any changes in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies and/or material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditors' report.

r. Federal or state program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.

s. The copies of federal and state program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.

t. We have monitored subrecipients, as necessary, to determine that they have expended subawards in compliance with federal statutes, regulations, and the terms and conditions of the subaward and have met the other pass-through entity requirements of the *Department of Health Services Audit Guide*.

u. We have charged costs to federal and state awards in accordance with applicable cost principles.

v. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the *Department of Health Services Audit Guide*, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.

w. We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.

x. We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

Signature: Pamela R. Manley Title: Finance Director

CITY OF DE PERE, WISCONSIN

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2024

CPAs | CONSULTANTS | WEALTH ADVISORS

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CITY OF DE PERE, WISCONSIN
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INDEPENDENT AUDITORS' REPORT

City Council
City of De Pere, Wisconsin

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of De Pere, Wisconsin (the City), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise City of De Pere's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of December 31, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matters

As described in Note 1.G. to the financial statements, effective January 1, 2024, the City adopted new accounting guidance for accounting changes. The guidance requires that changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period. Our opinions are not modified with respect to this matter.

As described in Note 4.E., the County recorded a prior period adjustment to decrease accrued liabilities and increase fund balance by $578,390 in the General Fund. Our opinions are not modified with respect to this matter.

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As discussed in Note 4.F. to the financial statements, effective January 1, 2024, the County adopted new accounting guidance for compensated absences. The guidance requires that the changes to or within the financial reporting entity be reported by adjusting adjusted beginning balances of the current period. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the schedules relating to pensions and other postemployment benefits on pages 76 through 78 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The financial information listed in the table of contents as supplementary information are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal and state awards as required by Title 2 U.S. *Code of Federal* Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and the *State Single Audit Guidelines*, issued by the Wisconsin Department of Administration are also presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated July 8, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Green Bay, Wisconsin
July 8, 2025

BASIC FINANCIAL STATEMENTS

CITY OF DE PERE, WISCONSIN
STATEMENT OF NET POSITION
DECEMBER 31, 2024

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and Investments	$ 32,191,210	$ 3,715,460	$ 35,906,670
Receivables:			
Taxes and Special Charges	16,813,750	-	16,813,750
Delinquent Taxes	8,176	-	8,176
Accounts	2,191,888	5,427,886	7,619,774
Special Assessments	1,967,159	-	1,967,159
Loans	5,678	-	5,678
Other	-	347,890	347,890
Leases	-	419,052	419,052
Internal Balances	1,940,747	(1,940,747)	-
Due from Other Governments	-	437,044	437,044
Inventories and Prepaid Items	218,583	26,714	245,297
Restricted Assets:			
Cash and Investments	-	150,000	150,000
Lease Receivable	21,076	-	21,076
Capital Assets, Nondepreciable	17,297,522	53,207	17,350,729
Capital Assets, Depreciable	77,012,022	74,436,993	151,449,015
Total Assets	149,667,811	83,073,499	232,741,310
DEFERRED OUTFLOWS OF RESOURCES			
Pension Related Amounts	12,493,770	1,295,041	13,788,811
Other Postemployment Related Amounts	692,812	60,644	753,456
Total Deferred Outflows of Resources	13,186,582	1,355,685	14,542,267
LIABILITIES			
Accounts Payable	2,271,849	987,947	3,259,796
Accrued and Other Current Liabilities	1,192,924	81,565	1,274,489
Due to Other Governments	3,929	-	3,929
Accrued Interest Payable	667,316	2,842	670,158
Special Deposits	64,032	-	64,032
Unearned Revenues	130,670	-	130,670
Long-Term Obligations:			
Due Within One Year	7,700,300	223,587	7,923,887
Due in More Than One Year	56,474,885	292,231	56,767,116
Net Pension Liability	1,395,854	144,905	1,540,759
Other Postemployment Benefits	1,888,048	160,067	2,048,115
Total Liabilities	71,789,807	1,893,144	73,682,951
DEFERRED INFLOWS OF RESOURCES			
Property Taxes Levied for Subsequent Year	22,998,602	-	22,998,602
Lease Related Amounts	21,076	419,052	440,128
Pension Related Amounts	7,501,586	778,749	8,280,335
Other Postemployment Related Amounts	951,483	82,523	1,034,006
Total Deferred Inflows of Resources	31,472,747	1,280,324	32,753,071
NET POSITION			
Net Investment in Capital Assets	52,008,498	74,019,971	126,028,469
Restricted:			
Debt Service	1,478,589	-	1,478,589
Capital Project - TIDs	10,232,251	-	10,232,251
Equipment Replacement	-	150,000	150,000
Property Tax Relief and Economic Development	60,516	-	60,516
Development Loans	877,581	-	877,581
Recreation Scholarship	51,502	-	51,502
Housing	1,937,465	-	1,937,465
Park Land Acquisition	135,495	-	135,495
Sick Leave Escrow	578,390		578,390
Unrestricted	(7,768,448)	7,085,745	(682,703)
Total Net Position	$ 59,591,839	$ 81,255,716	$ 140,847,555

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2024

FUNCTIONS/PROGRAMS	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Governmental Activities:				
General Government	$ 290,034	$ 423,510	$ -	$ -
Public Safety	12,546,289	2,741,183	177,984	-
Public Works	8,013,680	1,029,895	1,394,462	3,212,712
Sanitation	976,512	-	202,331	-
Health and Human Services	909,523	525	66,536	-
Culture and Recreation	5,037,666	987,831	251	-
Conservation and Development	4,679,666	51,701	-	1,962,096
Interest and Fiscal Charges	1,596,091	-	-	-
Total Governmental Activities	34,049,461	5,234,645	1,841,564	5,174,808
Business-Type Activities:				
Water Utility	6,371,473	7,677,870	-	544,052
Wastewater Collection	9,316,339	10,689,380	-	340,518
Stormwater Utility	2,026,387	2,743,728	-	360,211
Total Business-Type Activities	17,714,199	21,110,978	-	1,244,781
Total	$ 51,763,660	$ 26,345,623	$ 1,841,564	$ 6,419,589

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF ACTIVITIES (CONTINUED)
YEAR ENDED DECEMBER 31, 2024

FUNCTIONS/PROGRAMS	Net (Expense) Revenue and Changes in Net Position		
	Governmental Activities	Business-Type Activities	Total
Governmental Activities:			
General Government	$ 133,476	$ -	$ 133,476
Public Safety	(9,627,122)	-	(9,627,122)
Public Works	(2,376,611)	-	(2,376,611)
Sanitation	(774,181)	-	(774,181)
Health and Human Services	(842,462)	-	(842,462)
Culture and Recreation	(4,049,584)	-	(4,049,584)
Conservation and Development	(2,665,869)	-	(2,665,869)
Interest and Fiscal Charges	(1,596,091)	-	(1,596,091)
Total Governmental Activities	(21,798,444)	-	(21,798,444)
Business-Type Activities:			
Water Utility	-	1,850,449	1,850,449
Wastewater Collection	-	1,713,559	1,713,559
Stormwater Utility	-	1,077,552	1,077,552
Total Business-Type Activities	-	4,641,560	4,641,560
Total	(21,798,444)	4,641,560	(17,156,884)
GENERAL REVENUES AND TRANSFERS			
Taxes:			
Property Taxes	16,513,123	-	16,513,123
Tax Increments	4,910,625	-	4,910,625
Sales Tax	3,416	-	3,416
Other Taxes	221,326	-	221,326
Federal and State Grants and Other Contributions not Restricted to Specific Functions	4,614,582	-	4,614,582
Interest and Investment Earnings	2,176,016	28,454	2,204,470
Miscellaneous	1,321,155	500	1,321,655
Gain on Sale of Asset	401,552	-	401,552
Transfers	732,574	(732,574)	-
Total General Revenues and Transfers	30,894,369	(703,620)	30,190,749
CHANGE IN NET POSITION	9,095,925	3,937,940	13,033,865
Net Position - January 1, as Originally Presented	49,553,047	77,317,776	126,870,823
Cumulative Effect of Change in Accounting Principle	942,867	-	942,867
Restated Net Position - Beginning of Year	50,495,914	77,317,776	127,813,690
NET POSITION - END OF YEAR	$ 59,591,839	$ 81,255,716	$ 140,847,555

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024

	General	Debt Service	Public Improvements	Capital Equipment
ASSETS				
Cash and Investments	$ 17,536,847	$ 2,145,905	$ 3,755,447	$ 1,249,119
Receivables:				
Taxes and Special Charges	4,633,298	4,757,123	941,276	-
Delinquent Taxes	8,176	-	-	-
Accounts	637,071	-	1,533,597	5,617
Special Assessments	110,380	-	558,123	-
Loans	-	-	-	-
Leases	21,076	-	-	-
Due from Other Funds	792,151	-	-	-
Advance to Other Funds	2,027,821	-	-	-
Inventories and Prepaid Items	218,583	-	-	-
Total Assets	$ 25,985,403	$ 6,903,028	$ 6,788,443	$ 1,254,736
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts Payable	$ 281,182	$ -	$ 1,505,338	$ 115,151
Accrued and Other Current Liabilities	1,174,481	-	-	-
Due to Other Funds	-	-	-	-
Due to Other Governments	3,929	-	-	-
Special Deposits	64,032	-	-	-
Unearned Revenues	-	-	-	-
Total Liabilities	1,523,624	-	1,505,338	115,151
Deferred Inflows of Resources:				
Property Taxes Levied for Subsequent Year	10,818,150	4,757,123	941,276	-
Loans Receivable	-	-	-	-
Special Assessments	-	-	558,123	-
Lease Related Amounts	21,076	-	-	-
Total Deferred Inflows of Resources	10,839,226	4,757,123	1,499,399	-
Fund Balances:				
Nonspendable	3,103,653	-	-	-
Restricted	690,408	2,145,905	-	-
Committed	485,460	-	3,783,706	1,139,585
Unassigned	9,343,032	-	-	-
Total Fund Balances	13,622,553	2,145,905	3,783,706	1,139,585
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 25,985,403	$ 6,903,028	$ 6,788,443	$ 1,254,736

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
BALANCE SHEET
GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2024

	TID No. 7	Other Governmental Funds	Total
ASSETS			
Cash and Investments	$ -	$ 6,714,318	$ 31,401,636
Receivables:			
Taxes and Special Charges	184,590	6,297,463	16,813,750
Delinquent Taxes	-	-	8,176
Accounts	-	15,603	2,191,888
Special Assessments	-	1,298,656	1,967,159
Loans	-	5,678	5,678
Leases	-	-	21,076
Due from Other Funds	-	7,846,136	8,638,287
Advance to Other Funds	-	-	2,027,821
Inventories and Prepaid Items	-	-	218,583
Total Assets	$ 184,590	$ 22,177,854	$ 63,294,054
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts Payable	$ -	$ 230,261	$ 2,131,932
Accrued and Other Current Liabilities	-	16,035	1,190,516
Due to Other Funds	5,286,471	3,351,816	8,638,287
Due to Other Governments	-	-	3,929
Special Deposits	-	-	64,032
Unearned Revenues	-	130,670	130,670
Total Liabilities	5,286,471	3,728,782	12,159,366
Deferred Inflows of Resources:			
Property Taxes Levied for Subsequent Year	184,590	6,297,463	22,998,602
Loans Receivable	-	5,678	5,678
Special Assessments	-	1,298,656	1,856,779
Lease Related Amounts	-	-	21,076
Total Deferred Inflows of Resources	184,590	7,601,797	24,882,135
Fund Balances:			
Nonspendable	-	-	3,103,653
Restricted	-	13,448,419	16,284,732
Committed	-	740,852	6,149,603
Unassigned	(5,286,471)	(3,341,996)	714,565
Total Fund Balances	(5,286,471)	10,847,275	26,252,553
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 184,590	$ 22,177,854	$ 63,294,054

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
BALANCE SHEET
GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2024

RECONCILIATION TO THE STATEMENT OF NET POSITION

Total Fund Balances as Shown on Previous Page	$ 26,252,553
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the funds.	94,309,544
Other long-term assets are not available to pay current period expenditures and therefore are deferred in the funds.	1,862,457
Net position of the internal service fund is reported in the Statement of Net Position as governmental activities	560,175
Some deferred outflows and inflows of resources reflect changes in long-term liabilities and are not reported in the funds.	
Deferred Outflows Related to Pensions	12,493,770
Deferred Inflows Related to Pensions	(7,501,586)
Deferred Outflows Related to Other Postemployment Benefits	692,812
Deferred Inflows Related to Other Postemployment Benefits	(951,483)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	
Bonds and Notes Payable	(60,010,000)
Lease Liability	(26,817)
Premium on Debt	(2,393,075)
Compensated Absences	(1,745,293)
Net Pension Liability	(1,395,854)
Other Postemployment Benefit	(1,888,048)
Accrued Interest on Long-Term Obligations	(667,316)
Net Position of Governmental Activities as Reported on the Statement of Net Position	$ 59,591,839

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2024

	General	Debt Service	Public Improvements	Capital Equipment
REVENUES				
Taxes	$ 10,497,784	$ 4,239,593	$ 941,276	$ -
Special Assessments	-	-	6,537,799	-
Intergovernmental	4,443,851	-	-	14,617
Licenses and Permits	1,029,758	-	-	-
Fines and Forfeits	219,176	-	-	-
Public Charges for Services	2,402,348	-	-	-
Intergovernmental Charges for Services	1,719,015	-	-	-
Miscellaneous	2,860,366	-	-	546,647
Total Revenues	23,172,298	4,239,593	7,479,075	561,264
EXPENDITURES				
Current:				
General Government	2,483,481	-	-	245,019
Public Safety	11,486,886	-	-	1,509,540
Public Works	2,141,291	-	-	2,371,831
Sanitation	973,570	-	-	-
Health and Human Services	841,159	-	-	-
Culture and Recreation	4,220,430	-	-	536,942
Conservation and Development	502,126	-	-	-
Debt Service:				
Principal	-	6,725,000	-	-
Interest and Fiscal Charges	-	2,015,718	-	-
Capital Outlay	-	-	4,778,654	158,503
Total Expenditures	22,648,943	8,740,718	4,778,654	4,821,835
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	523,355	(4,501,125)	2,700,421	(4,260,571)
OTHER FINANCING SOURCES (USES)				
Long-Term Debt Issued	-	-	2,768,020	2,976,980
Premium on Debt Issued	-	554,723	-	-
Proceeds from Sale of Capital Assets	-	-	-	70,100
Transfers In	1,019,254	3,810,097	497,962	-
Transfers Out	(338,002)	-	-	(280,397)
Total Other Financing Sources (Uses)	681,252	4,364,820	3,265,982	2,766,683
NET CHANGE IN FUND BALANCES	1,204,607	(136,305)	5,966,403	(1,493,888)
Fund Balances (Deficit) - Beginning of Year, as Previously Reported	11,839,556	2,282,210	(2,182,697)	-
Prior Period Adjustment	578,390	-	-	-
Change Within Financial Reporting Entity - Nonmajor to Major Fund	-	-	-	2,633,473
Fund Balance (Deficit) - Beginning of Year, as Restated	12,417,946	2,282,210	(2,182,697)	2,633,473
FUND BALANCES - END OF YEAR	$ 13,622,553	$ 2,145,905	$ 3,783,706	$ 1,139,585

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2024

	TID No. 7	Other Governmental Funds	Total
REVENUES			
Taxes	$ 122,793	$ 5,698,928	$ 21,500,374
Special Assessments	-	86,577	6,624,376
Intergovernmental	6,998	1,988,284	6,453,750
Licenses and Permits	-	59,246	1,089,004
Fines and Forfeits	-	-	219,176
Public Charges for Services	-	15,900	2,418,248
Intergovernmental Charges for Services	-	-	1,719,015
Miscellaneous	-	92,729	3,499,742
Total Revenues	129,791	7,941,664	43,523,685
EXPENDITURES			
Current:			
General Government	-	7,393	2,735,893
Public Safety	-	-	12,996,426
Public Works	-	-	4,513,122
Sanitation	-	-	973,570
Health and Human Services	-	-	841,159
Culture and Recreation	-	1,836,132	6,593,504
Conservation and Development	1,022,176	1,526,273	3,050,575
Debt Service:			
Principal	-	-	6,725,000
Interest and Fiscal Charges	-	19,800	2,035,518
Capital Outlay	606,370	1,903,150	7,446,677
Total Expenditures	1,628,546	5,292,748	47,911,444
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,498,755)	2,648,916	(4,387,759)
OTHER FINANCING SOURCES (USES)			
Long-Term Debt Issued	-	1,980,000	7,725,000
Premium on Debt Issued	-	150,391	705,114
Proceeds from Sale of Capital Assets	-	675,000	745,100
Transfers In	-	120,437	5,447,750
Transfers Out	(197,708)	(3,899,069)	(4,715,176)
Total Other Financing Sources (Uses)	(197,708)	(973,241)	9,907,788
NET CHANGE IN FUND BALANCES	(1,696,463)	1,675,675	5,520,029
Fund Balances (Deficit) - Beginning of Year, as Previously Reported	-	8,215,065	20,154,134
Prior Period Adjustment	-	-	578,390
Change Within Financial Reporting Entity - Nonmajor to Major Fund	(3,590,008)	956,535	-
Fund Balance (Deficit) - Beginning of Year, as Restated	(3,590,008)	9,171,600	20,732,524
FUND BALANCES - END OF YEAR	$ (5,286,471)	$ 10,847,275	$ 26,252,553

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2024

RECONCILIATION TO THE STATEMENT OF ACTIVITIES

Net Change in Fund Balances as Shown on Previous Page	$ 5,520,029
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation/amortization expense.	
Capital Assets Reported as Capital Outlay in Governmental Fund Statements	14,249,041
Depreciation/Amortization Expense Reported in the Statement of Activities	(4,820,329)
Net Book Value of Disposals	(343,548)
Governmental funds do not present revenues that are not available to pay current obligations. In contrast, such revenues are reported in the Statement of Activities when earned.	(3,606,426)
Debt issued provides current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.	
Long-Term Debt Issued	(7,725,000)
Premium on Debt Issued	(705,114)
G.O. Debt Principal Repaid	6,725,000
Lease Liability Principal Repaid	100,006
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds:	
Accrued Interest on Long-Term Debt	(55,821)
Amortization of Debt Premium	495,248
Compensated Absences	(239,294)
Net Pension Liability	3,526,012
Deferred Outflows of Resources Related to Pensions	(5,990,462)
Deferred Inflows of Resources Related to Pensions	2,858,786
Other Postemployment Benefits	(237,596)
Deferred Outflows of Resources Related to Other Postemployment Benefits	(25,573)
Deferred Inflows of Resources Related to Other Postemployment Benefits	135,623
Internal service funds are used by management to charge the costs of certain activities to individual funds. The net revenue (expense) of the Internal service funds is reported with governmental activities.	(764,657)
Change in Net Position of Governmental Activities as Reported in the Statement of Activities	$ 9,095,925

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL – GENERAL FUND
YEAR ENDED DECEMBER 31, 2024

	Budget			Variance Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 10,487,280	$ 10,487,280	$ 10,497,784	$ 10,504
Intergovernmental	4,363,072	4,363,072	4,443,851	80,779
Licenses and Permits	889,857	889,857	1,029,758	139,901
Fines and Forfeits	270,000	270,000	219,176	(50,824)
Public Charges for Services	2,141,391	2,141,391	2,402,348	260,957
Intergovernmental Charges for Services	1,525,483	1,525,483	1,719,015	193,532
Miscellaneous	1,548,055	1,548,055	2,860,366	1,312,311
Total Revenues	21,225,138	21,225,138	23,172,298	1,947,160
EXPENDITURES				
Current:				
General Government	2,875,984	2,978,285	2,483,481	494,804
Public Safety	11,489,659	11,546,928	11,486,886	60,042
Public Works	2,488,242	2,488,242	2,141,291	346,951
Sanitation	917,964	917,964	973,570	(55,606)
Health and Human Services	747,566	747,566	841,159	(93,593)
Culture and Recreation	3,287,594	3,306,554	4,220,430	(913,876)
Conservation and Development	461,136	546,361	502,126	44,235
Total Expenditures	22,268,145	22,531,900	22,648,943	(117,043)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,043,007)	(1,306,762)	523,355	1,830,117
OTHER FINANCING SOURCES (USES)				
Transfers In	1,043,007	1,043,007	1,019,254	(23,753)
Transfers Out	-	-	(338,002)	(338,002)
Total Other Financing Sources (Uses)	1,043,007	1,043,007	681,252	(361,755)
NET CHANGE IN FUND BALANCE	-	(263,755)	1,204,607	1,468,362
Fund Balance - Beginning of Year, as Previously Reported	11,839,556	11,839,556	11,839,556	-
Restatement	-	-	578,390	-
Fund Balance, Beginning of Year, as Restated	11,839,556	11,839,556	12,417,946	578,390
FUND BALANCE - END OF YEAR	$ 11,839,556	$ 11,575,801	$ 13,622,553	$ 1,468,362

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2024

	Enterprise Funds					Governmental Activities - Internal Service Funds
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility	Total	
ASSETS						
Current Assets:						
Cash and Investments	$ -	$ 717,405	$ 1,474,627	$ 1,523,428	$ 3,715,460	$ 789,574
Receivables:						
Customer Accounts	2,314,438	-	3,109,321	4,127	5,427,886	-
Leases	419,052	-	-	-	419,052	-
Other	347,890	-	-	-	347,890	-
Due from Other Funds	-	-	696,380	-	696,380	-
Due from Other Governments	-	437,044	-	-	437,044	-
Inventories and Prepaid Items	26,714	-	-	-	26,714	-
Total Current Assets	3,108,094	1,154,449	5,280,328	1,527,555	11,070,426	789,574
Noncurrent Assets:						
Restricted Assets:						
Cash and Investments	-	-	150,000	-	150,000	-
Other Assets:						
Advance to Other Funds	-	-	3,200,000	-	3,200,000	-
Capital Assets:						
Nondepreciable	53,207	-	-	-	53,207	-
Depreciable	32,580,280	-	22,893,413	18,963,300	74,436,993	-
Total Capital Assets	32,633,487	-	22,893,413	18,963,300	74,490,200	-
Total Assets	35,741,581	1,154,449	31,523,741	20,490,855	88,910,626	789,574
DEFERRED OUTFLOWS OF RESOURCES						
Pension Related Amounts	499,393	-	394,265	401,383	1,295,041	-
Other Postemployment Related Amounts	23,411	-	18,483	18,750	60,644	-
Total Deferred Outflows of Resources	522,804	-	412,748	420,133	1,355,685	-

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF NET POSITION
PROPRIETARY FUNDS (CONTINUED)
DECEMBER 31, 2024

	Enterprise Funds					Governmental Activities - Internal Service Funds
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility	Total	
LIABILITIES						
Current Liabilities:						
Accounts Payable	$ 409,640	$ -	$ 557,300	$ 21,007	$ 987,947	$ 139,917
Accrued and Other Current Liabilities	32,431	-	26,173	22,961	81,565	-
Insurance Claims Payable	-	-	-	-	-	2,408
Due to Other Funds	696,380	-	-	-	696,380	-
Current Portion of Advance from Other Funds	520,000	-	-	-	520,000	-
Current Portion of Long-Term Debt	110,297	-	109,863	3,427	223,587	-
Accrued Interest Payable	1,421	-	1,421	-	2,842	-
Total Current Liabilities	1,770,169	-	694,757	47,395	2,512,321	142,325
Long-Term Obligations, Less Current Portion:						
Advance from Other Funds	4,680,000	-	-	-	4,680,000	27,821
General Obligation Debt	106,676	-	107,110	-	213,786	-
Compensated Absences	25,974	-	21,627	30,844	78,445	-
Net Pension Liability	55,940	-	44,164	44,801	144,905	-
Other Postemployment Benefits	61,793	-	48,785	49,489	160,067	-
Total Long-Term Liabilities	4,930,383	-	221,686	125,134	5,277,203	27,821
Total Liabilities	6,700,552	-	916,443	172,529	7,789,524	170,146
DEFERRED INFLOWS OF RESOURCES						
Lease Related Amounts	419,052	-	-	-	419,052	-
Pension Related Amounts	300,632	-	237,345	240,772	778,749	-
Other Postemployment Related Amounts	31,858	-	25,151	25,514	82,523	-
Total Deferred Inflows of Resources	751,542	-	262,496	266,286	1,280,324	-
NET POSITION						
Net Investment in Capital Assets	32,380,231	-	22,676,440	18,963,300	74,019,971	-
Restricted	-	-	150,000	-	150,000	-
Unrestricted	(3,567,940)	1,154,449	7,931,110	1,508,873	7,026,492	619,428
Total Net Position	$ 28,812,291	$ 1,154,449	$ 30,757,550	$ 20,472,173	81,196,463	$ 619,428
Adjustment to Reflect the Consolidation of Internal Service Fund Activities Related to Enterprise Funds					59,253	
Net Position of Business-Type Activities as Reported on the Statement of Net Position					$ 81,255,716	

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2024

	Enterprise Funds					Governmental Activities - Internal Service Funds
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility	Total	
OPERATING REVENUES						
Charges for Services	$ 7,322,205	$ -	$ 8,255,660	$ 2,722,508	$ 18,300,373	$ 2,788,247
Other	355,665	-	2,434,220	21,220	2,811,105	-
Total Operating Revenues	7,677,870	-	10,689,880	2,743,728	21,111,478	2,788,247
OPERATING EXPENSES						
Claims and Administrative Fees	-	-	-	-	-	3,671,101
Operation and Maintenance	5,473,593	-	8,450,690	1,383,533	15,307,816	-
Depreciation	786,968	-	830,840	605,110	2,222,918	-
Taxes	67,163	-	-	-	67,163	-
Total Operating Expenses	6,327,724	-	9,281,530	1,988,643	17,597,897	3,671,101
OPERATING INCOME (LOSS)	1,350,146	-	1,408,350	755,085	3,513,581	(882,854)
NONOPERATING REVENUES (EXPENSES)						
Interest Income	-	28,454	-	-	28,454	8,052
Nonoperating Grants	-	-	3,871	4,127	7,998	-
Interest and Fiscal Charges	(3,197)	-	(2,960)	-	(6,157)	-
Total Nonoperating Revenues (Expenses)	(3,197)	28,454	911	4,127	30,295	8,052
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	1,346,949	28,454	1,409,261	759,212	3,543,876	(874,802)
Capital Contributions	544,052	-	336,647	356,084	1,236,783	-
Transfers Out	(476,623)	-	(255,951)	-	(732,574)	-
CHANGE IN NET POSITION	1,414,378	28,454	1,489,957	1,115,296	4,048,085	(874,802)
Net Position - Beginning of Year	27,397,913	1,125,995	29,267,593	19,356,877	77,148,378	1,494,230
NET POSITION - END OF YEAR	$ 28,812,291	$ 1,154,449	$ 30,757,550	$ 20,472,173	$ 81,196,463	$ 619,428
Change in Net Position, per Above					$ 4,048,085	
Adjustment to Reflect the Consolidation of Internal Service Fund Activities Related to Enterprise Funds					(110,145)	
Change in Net Position of Business-Type Activities as Reported on the Statement of Activities					$ 3,937,940	

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2024

	Enterprise Funds					Governmental Activities - Internal Service Funds
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility	Total	
CASH FLOWS FROM OPERATING ACTIVITIES						
Cash Received from Customers	$ 7,326,282	$ -	$ 10,200,604	$ 2,843,816	$ 20,370,702	$ -
Cash Received for Services Provided	-	-	-	-	-	2,788,247
Cash Paid for Employee Wages and Benefits	(1,135,380)	-	(867,134)	(917,779)	(2,920,293)	2,408
Cash Paid to Suppliers	(4,868,899)	-	(7,638,317)	(572,842)	(13,080,058)	(3,707,814)
Net Cash Provided (Used) by Operating Activities	1,322,003	-	1,695,153	1,353,195	4,370,351	(917,159)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Intergovernmental Revenues	-	-	3,871	4,127	7,998	-
Due to/from Other Funds	698,691	-	1,055,966	245,343	2,000,000	-
Transfer In (Out)	(476,623)	-	(255,951)	-	(732,574)	-
Net Cash Provided (Used) by Noncapital Financing Activities	222,068	-	803,886	249,470	1,275,424	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Acquisition of Capital Assets	(1,432,484)	-	(913,062)	(948,845)	(3,294,391)	-
Proceeds from Sale of Treatment Plant	-	132,031	-	-	132,031	-
Principal Paid on Long-Term Debt	(105,000)	-	(105,000)	-	(210,000)	-
Interest Paid on Long-Term Debt	(6,587)	-	(6,350)	-	(12,937)	-
Net Cash Provided (Used) by Capital and Related Financing Activities	(1,544,071)	132,031	(1,024,412)	(948,845)	(3,385,297)	-
CASH FLOWS FROM INVESTING ACTIVITIES						
Interest Received	-	28,454	-	-	28,454	8,052
CHANGE IN CASH AND CASH EQUIVALENTS	-	160,485	1,474,627	653,820	2,288,932	(909,107)
Cash and Cash Equivalents - Beginning of Year	-	556,920	150,000	869,608	1,576,528	1,698,681
CASH AND CASH EQUIVALENTS - END OF YEAR	$ -	$ 717,405	$ 1,624,627	$ 1,523,428	$ 3,865,460	$ 789,574

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2024

	Enterprise Funds					Governmental Activities - Internal Service Funds
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility	Total	
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES						
Operating Income (Loss)	$ 1,350,146	$ -	$ 1,408,350	$ 755,085	$ 3,513,581	$ (882,854)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:						
Depreciation	786,968	-	830,840	605,110	2,222,918	-
Depreciation Charged to Sewer Utility	28,835	-	(28,835)	-	-	-
Change in Liability (Asset) and Deferred Outflows and Inflows of Resources:						
Pension	(14,685)	-	(11,751)	(14,732)	(41,168)	-
Other Postemployment Benefits	4,167	-	3,616	4,123	11,906	-
Change in Operating Assets and Liabilities:						
Accounts Receivables	(351,588)	-	(489,276)	100,088	(740,776)	-
Inventories and Prepaid Items	(725)	-	-	-	(725)	-
Accounts Payable	(419,211)	-	26,423	(34,643)	(427,431)	(36,713)
Accrued and Other Current Liabilities	4,345	-	4,781	(3,349)	5,777	2,408
Compensated Absences	(66,249)	-	(48,995)	(58,487)	(173,731)	-
Net Cash Provided (Used) by Operating Activities	$ 1,322,003	$ -	$ 1,695,153	$ 1,353,195	$ 4,370,351	$ (917,159)
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE STATEMENT OF NET POSITION						
Cash and Cash Equivalents in Current Assets	$ -	$ 717,405	$ 1,474,627	$ 1,523,428	$ 3,715,460	$ 789,574
Cash and Cash Equivalents in Restricted Assets	-	-	150,000	-	150,000	-
Total Cash and Cash Equivalents	$ -	$ 717,405	$ 1,624,627	$ 1,523,428	$ 3,865,460	$ 789,574
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES						
Capital Contributions	$ 544,052	$ -	$ 336,647	$ 356,084	$ 1,236,783	$ -

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF FIDUCIARY NET POSITION
TAX COLLECTION CUSTODIAL FUND
DECEMBER 31, 2024

ASSETS	
Current Assets:	
Cash and Investments	$ 10,019,650
Receivables:	
Taxes	16,137,587
Total Assets	26,157,237
DEFERRED INFLOWS OF RESOURCES	
Property Taxes Levied for Subsequent Year	26,157,237
FIDUCIARY NET POSITION	
Restricted for Other Governments	$ -

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
TAX COLLECTION CUSTODIAL FUND
YEAR ENDED DECEMBER 31, 2024

ADDITIONS	
Taxes and Special Charged Collected	$ 22,080,605
DEDUCTIONS	
Payments to Other Taxing Entities	22,080,605
CHANGE IN NET POSITION	-
Fiduciary Net Position - Beginning of Year	-
FIDUCIARY NET POSITION - END OF YEAR	$ -

See accompanying Notes to Basic Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the City of De Pere, Wisconsin (the City), have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting principles and policies utilized by the City are described below:

A. Reporting Entity

The City is a municipal corporation governed by an elected eight member board. In accordance with GAAP, the basic financial statements are required to include the City and any separate component units that have a significant operational or financial relationship with the City. The City has not identified any component units that are required to be included in the basic financial statements in accordance with standards.

B. Related Organizations

The City's officials are also responsible for appointing the members of the boards of other organizations, but the City's accountability for these organizations does not extend beyond making the appointments. Therefore, these organizations are not included in the City's reporting entity. The Mayor and the City Council appoints some or all of the members of the following related organization:

De Pere Housing Authority

C. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which are primarily supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for services.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Government-Wide and Fund Financial Statements (Continued)

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Governmental funds include general, special revenue, debt service and capital projects funds. Proprietary funds include enterprise and internal service funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The City reports the following major governmental funds:

General Fund

This is the City's primary operating fund. It accounts for all financial resources of the general government, except those accounted for in another fund.

Debt Service Fund

This fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds.

Public Improvements Fund

This fund accounts for the acquisition or construction of major capital facilities other than those financed by proprietary fund types.

Capital Equipment Fund

This fund accounts for the acquisition of equipment other than those financed by proprietary fund types.

Tax Incremental District No. 7

This fund accounts for the resources accumulated and payments made for the development of Tax Incremental District No. 7.

Water Utility Fund

This fund accounts for the operations of the City's water utility.

Wastewater Treatment Plant Utility Fund

This fund is used to account for the collection of the long-term receivable from the sale of the City's wastewater treatment plant utility.

Wastewater Utility Fund

This fund accounts for the operations of the City's wastewater utility.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Government-Wide and Fund Financial Statements (Continued)

Stormwater Utility Fund
This fund accounts for the operations of the City's stormwater utility.

Additionally, the City reports the following fund types:

- *Internal service fund* accounts for health insurance and dental insurances services provided to other departments or agencies of the City, or to other governments, on a cost reimbursement basis.

- The City accounts for property taxes collected on behalf of other governments in a custodial fund.

D. Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the *economic resources measurement focus* and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Revenues susceptible to accrual include intergovernmental grants, intergovernmental charges for services, public charges for services and interest. Other revenues such as licenses and permits, fines and forfeits and miscellaneous revenues are recognized when received in cash or when measurable and available.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's water and sewer functions and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Measurement Focus and Basis of Accounting (Continued)

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, and fees and fines, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's proprietary funds are charges to customers for services. Operating expenses for proprietary funds include the costs of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources, as they are needed.

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance

1. Cash and Investments

Cash and investments are combined in the financial statements. Cash deposits consist of demand and time deposits with financial institutions and are carried at cost. Investments are stated at fair value. Fair value is the price that would be received to sell an asset in an orderly transaction between market participants at the measurement date. For purposes of the statement of cash flows, all cash deposits and highly liquid investments (including restricted assets) with a maturity of three months or less from date of acquisition are considered to be cash equivalents.

2. Property Taxes and Special Charges/Receivable

Property taxes and special charges consist of taxes on real estate and personal property and user charges assessed against City properties. They are levied during December of the prior year and become an enforceable lien on property the following January 1. Property taxes are payable in various options depending on the type and amount. Personal property taxes and special charges are payable on or before January 31 in full. Real estate taxes are payable in full by January 31 or in two equal installments on or before January 31 and July 31. Real estate taxes not paid by January 31 are purchased by the County as part of the February tax settlement. Delinquent personal property taxes remain the collection responsibility of the City. Special charges not paid by January 31 are held in trust by the County and remitted to the City, including interest, when collected by the County.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

2. Property Taxes and Special Charges/Receivable (Continued)

In addition to its levy, the City also levies and collects taxes for the De Pere and West De Pere Schools, Brown County, and Northeast Wisconsin Technical College. Brown County currently collects the City's property taxes by agreement.

3. Accounts Receivable

Accounts receivable are recorded at gross amounts with uncollectible amounts recognized under the direct write-off method. No allowance for uncollectible accounts has been provided since it is believed that the amount of such allowance would not be material to the basic financial statements.

4. Special Assessments

Assessments against property owners for public improvements are generally not subject to full settlement in the year levied. Special assessments are placed on tax rolls on an installment basis. Revenue from special assessments recorded in governmental funds is recognized as collections are made or as current installments are placed on tax rolls. Installments placed on the 2022 tax roll are recognized as revenue in 2023. Special assessments are subject to collection procedures.

5. Loans Receivable

The City has received federal and state grant funds for economic development and housing rehabilitation loan programs and has passed the funds to various businesses and individuals in the form of loans. The City records a loan receivable and expenditure when the loan has been made and the funds disbursed. No allowance for uncollectible accounts has been provided since it is believed that the amount of such allowance would not be material to the basic financial statements. In the governmental funds, the City records a deferred inflow of resources for the net amount of the receivable. As the loans are repaid, revenue is recognized. Any unspent loan proceeds are presented as restricted fund balance in the fund financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

6. Interfund Receivables and Payables

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as “due from other funds” and “due to other funds” in the fund financial statements. Noncurrent portions of the interfund receivables for the general fund are reported as “advances to other funds” and are offset by nonspendable fund balance since they do not constitute expendable available financial resources and therefore are not available for appropriation.

The amount reported on the statement of net position for internal balances represents the residual balance outstanding between the governmental and business-type activities.

7. Inventories

Inventories are recorded at cost, which approximates market, using the first-in, first-out method. Inventories consist of expendable supplies held for consumption. The cost is recorded as an expenditure at the time individual inventory items are consumed rather than when purchased.

Inventories of governmental funds in the fund financial statements are classified as nonspendable fund balance to indicate that they do not represent spendable available financial resources.

8. Prepaid Items

Payments made to vendors that will benefit periods beyond the end of the current fiscal year are recorded as prepaid items and are accounted for on the consumption method.

Prepaid items of governmental funds in the fund financial statements are offset by nonspendable fund balance to indicate that they do not represent spendable available financial resources.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

9. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of $10,000 or higher and an estimated useful life in excess of a year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets of the City are depreciated using the straight-line method over the following estimated useful lives:

Assets	Governmental Activities	Business-Type Activities
	Years	
Land Improvements	15 - 25	-
Buildings and Improvements	30 - 50	25 - 50
Machinery and Equipment	5 - 25	3 - 10
Infrastructure	25 - 100	25 - 100

10. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick leave benefits in accordance with employee handbook policies and/or bargaining unit agreements. All vacation and sick leave is accrued when incurred in the government-wide and proprietary fund financial statements. The liability for compensated absences reported in the government-wide and proprietary fund statements consists of leave that has not been used that is attributable to services already rendered, accumulates and is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. The liability also includes amounts for leave that has been used for time off but has not yet been paid in cash or settled through noncash means and certain other types of leave.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

11. Deferred Outflows/Inflows of Resources

Deferred outflows of resources are a consumption of net position by the government that is applicable to a future reporting period. Deferred inflows of resources are an acquisition of net position by the government that is applicable to a future reporting period. The recognition of those outflows and inflows as expenses or expenditures and revenues are deferred until the future periods to which the outflows and inflows are applicable.

Governmental funds may report deferred inflows of resources for unavailable revenues. The City reports unavailable revenues for special assessments and loan receivables. These inflows are recognized as revenues in the government-wide financial statements.

12. Long-Term Obligations

In the government-wide financial statements, and proprietary funds in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

13. Leases

Lessor

The City is a lessor for noncancellable leases of buildings and land. The City recognizes a lease receivable and a deferred inflow of resources in the applicable governmental activities or business-type activities in the government-wide and in the governmental and proprietary fund financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

13. Leases (Continued)

Lessor (Continued)

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease.
- Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

14. Pensions

The fiduciary net position of the Wisconsin Retirement System (WRS) has been determined using the flow of economic resources measurement focus and accrual basis of accounting. This includes for purposes of measuring the following:

- Net Pension Liability (Asset)
- Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions
- Pension Expense (Revenue)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

14. Pensions (Continued)

Information about the fiduciary net position of the WRS and additions to/deductions from WRS' fiduciary net position have been determined on the same basis as they are reported by the WRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

15. Other Postemployment Benefits Other Than Pensions (OPEB)

Defined Benefit Plan

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense (revenue), information about the fiduciary net position of the City's Other Postemployment Benefit Plan (the Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the Plan recognizes benefit payments when due and payable in accordance with the benefit terms.

Local Retiree Life Insurance Fund

The fiduciary net position of the Local Retiree Life Insurance Fund (LRLIF) has been determined using the flow of economic resources measurement focus and the accrual basis of accounting. This includes for purposes of measuring following:

- Net OPEB Liability (Asset)
- Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEBs
- OPEB Expense (Revenue)

Information about the fiduciary net position of the LRLIF and additions to/deductions from LRLIF's fiduciary net position have been determined on the same basis as they are reported by LRLIF. For this purpose, benefit payments (including refunds of member contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

16. Fund Equity

Governmental Fund Financial Statements

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- **Nonspendable Fund Balance**. Amounts that are not in spendable form (such as inventory, prepaid items, or long-term receivables) or are legally or contractually required to remain intact.
- **Restricted Fund Balance**. Amounts that are constrained for specific purposes by external parties (such as grantor or bondholders), through constitutional provisions, or by enabling legislation.
- **Committed Fund Balance.** Amounts that are constrained for specific purposes by action of the City Council. These constraints can only be removed or changed by the City Council using the same action that was used to create them.
- **Assigned Fund Balance**. Amounts that are constrained for specific purposes by action of City management. The City Council has not authorized any City official or committee to assign fund balance. Residual amounts in any governmental fund, other than the General Fund, are also reported as assigned.
- **Unassigned Fund Balance**. Amounts that are available for any purpose. Positive unassigned amounts are only reported in the General Fund.

The City has adopted a fund balance spend-down policy regarding the order in which fund balance will be utilized. Where applicable, the policy requires restricted funds to be spent first, followed by committed funds, and then assigned funds. Unassigned funds would be spent last.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

16. Fund Equity (Continued)

Government-Wide and Proprietary Fund Statements

Equity is classified as net position and displayed in three components:

- **Net Investment in Capital Assets.** Amount of capital assets, net of accumulated depreciation/amortization, and capital related deferred outflows of resources less outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets and any capital related deferred inflows of resources.

- **Restricted Net Position**. Amount of net position that is subject to restrictions that are imposed by 1) external groups, such as creditors, grantors, contributors or laws or regulations of other governments or 2) law through constitutional provisions or enabling legislation.

- **Unrestricted Net Position**. Net position that is neither classified as restricted nor as net investment in capital assets.

F. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Changes to or within Financial Reporting Entity

The Capital Equipment and TID No. 7 Funds previously did not meet the criteria to be reported as major governmental funds. However, effective January 1, 2024, the funds now meet the criteria to be reported as major funds and are reported as such for the fiscal year ended December 31, 2024. The effect of that change to or within the financial reporting entity is shown in Column C of the table below:

	December 31, 2023, as Previously Reported	Change to or Within the Financial Reporting Entity (C)	December 31, 2023, as Adjusted
Governmental Funds:			
Major Funds:			
General Fund	$ 11,839,556	$ -	$ 11,839,556
Debt Service	2,282,210	-	2,282,210
Public Improvements	(2,182,697)	-	(2,182,697)
Capital Equipment	-	2,633,473	2,633,473
TID No. 7	-	(3,590,008)	(3,590,008)
Nonmajor Funds	8,215,065	956,535	9,171,600
Total Governmental Funds	$ 20,154,134	$ -	$ 20,154,134

NOTE 2 STEWARDSHIP AND COMPLIANCE

A. Budgets and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the basic financial statements:

1. During November, City management submits to the City Council a proposed operating budget for the calendar year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them. After submission to the governing body, public hearings are held to obtain taxpayer comments. Following the public hearings, the proposed budget, including authorized additions and deletions, is legally enacted by City Council action.

2. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. Budget is defined as the originally approved budget plus or minus approved amendments. Individual amendments throughout the year were not material in relation to the original budget. Budget appropriations not expended during the year are closed to fund balance unless authorized by the governing body to be forwarded into the succeeding year's budget.

NOTE 2 STEWARDSHIP AND COMPLIANCE (CONTINUED)

A. Budgets and Budgetary Accounting (Continued)

3. During the year, formal budgetary integration is employed as a management control device for the governmental funds adopting a budget.

4. Expenditures may not exceed appropriations provided in detailed budget accounts maintained for each activity or department of the City. Amendments to the budget during the year require initial approval by management and are subsequently authorized by the City Council.

5. Encumbrance accounting is not used by the City to record commitments related to unperformed contracts for goods or services.

For the fiscal year ending December 31, 2024, actual expenditures of the general fund amounted to $22,648,943 and exceeded budget amounts by $117,043.

B. Excess of Expenditures Over Budget Appropriations

The following expenditure accounts of the governmental funds had actual expenditures in excess of budget appropriations for the year ended December 31, 2024 as follows:

Funds	Excess Expenditures
General Government:	
City Hall	$ 7,180
Public Safety:	
Police Department Outlay	6,242
Fire/Ambulance Department	26,991
Building and Electrical	11,882
Public Works:	
Engineer Outlay	1,000
Street Maintenance Outlay	16,660
Weed Cutting	3,350
Traffic Lights	1,231
Street Lighting	23,490
Street Cleaning	1,933
Sanitation:	
Garbage and Refuse Collection	45,740
Recycling	14,182
Health and Human Services:	
Nurse	93,693
Culture and Recreation:	
Park and Recreation Administration	54,274
Parks - General	31,813
Parks Outlay	1,013,849
Forestry	49,367

NOTE 2 STEWARDSHIP AND COMPLIANCE (CONTINUED)

C. Deficit Fund Equity

The following funds had deficit fund balance as of December 31, 2024:

Funds	Deficit Fund Balance
Capital Projects Funds:	
Pool Capital Projects	$ 781,949
TID No. 7	5,286,471
TID No. 9	486,136
TID No. 10	2,073,911

The City anticipates funding the above deficits from future revenues of the funds.

D. Property Tax Levy Limit

Wisconsin state statutes provide for a limit on the property tax levies for all Wisconsin cities, villages, towns, and counties. For the 2024 and 2025 budget years, Wisconsin Statutes limit the increase in the maximum allowable tax levy to the change in the City's January 1 equalized value as a result of net new construction. The actual limit for the City for the 2024 budget was 3.633%. The actual limit for the City for the 2025 budget was 1.37%. Debt service for debt authorized after July 1, 2005 is exempt from the levy limit. In addition, Wisconsin statutes allow the limit to be adjusted for the increase in debt service authorized prior to July 1, 2005 and in certain other situations.

NOTE 3 DETAILED NOTES ON ALL FUNDS

A. Cash and Investments

The City maintains various cash and investment accounts, including pooled funds that are available for use by all funds. Each fund's portion of these accounts is displayed on the financial statements as "Cash and investments".

Invested cash consists of deposits and investments that are restricted by Wisconsin Statutes to the following:

> Time deposits; repurchase agreements; securities issued by federal, state and local governmental entities; statutorily authorized commercial paper and corporate securities; and the Wisconsin local government investment pool.

The carrying amount of the City's cash and investments totaled $46,076,320 on December 31, 2024 as summarized below:

Petty Cash and Cash on Hand	$ 4,774
Deposits with Financial Institutions	22,850,805
Investments:	
U.S. Treasury Securities	4,475,774
Federal Agency Securities	2,611,161
Negotiable Certificate of Deposits	1,811,572
Corporate Bonds and Notes	122,559
Municipal Bonds	1,651,675
Money Market Mutual Funds	1,333,722
Wisconsin Local Government Investment Pool	11,214,278
Total	$ 46,076,320

Reconciliation to the Basic Financial Statements:

Government-Wide Statement of Net Position:	
Cash and Investments	$ 35,906,670
Restricted Cash and Investments	150,000
Fiduciary Fund Statement of Net Position:	
Cash and Investments	10,019,650
Total	$ 46,076,320

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant observable inputs; Level 3 inputs are significant unobservable inputs. The City has the following fair value measurements as of December 31, 2024:

	Fair Value Measurements Using:		
	Level 1	Level 2	Level 3
Investments:			
U.S. Treasury Securities	$ -	$ 4,475,774	$ -
Federal Agency Securities	-	2,611,161	-
Negotiable Certificates of Deposit	-	1,811,572	-
Corporate Bonds and Notes	-	122,559	-
Municipal Bonds	-	1,651,675	-
Money Market Mutual Funds	1,333,722	-	-
Total	$ 1,333,722	$ 10,672,741	$ -

Deposits and investments of the City are subject to various risks. Presented below is a discussion of the City's deposits and investments and the related risks.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. Wisconsin statutes require repurchase agreements to be fully collateralized by bonds or securities issued or guaranteed by the federal government or its instrumentalities. The City's policy required collateralization for depository institutions rated average. Collateralization is not required for institutions rated superior or excellent.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Custodial Credit Risk (Continued)

Deposits with financial institutions within the state of Wisconsin are insured by the Federal Deposit Insurance Corporation (FDIC) in the amount of $250,000 for the combined amount of all time and savings deposits and $250,000 for interest-bearing and noninterest-bearing demand deposits per official custodian per insured depository institution. Deposits with financial institutions located outside the state of Wisconsin are insured by the FDIC in the amount of $250,000 for the combined amount of all deposit accounts per official custodian per depository institution. Also, the state of Wisconsin has a State Guarantee Fund which provides a maximum of $1,000,000 per public depository above the amount provided by an agency of the U.S. Government. However, due to the relatively small size of the State Guarantee Fund in relation to the Fund's total coverage, total recovery of insured losses may not be available. This coverage has been considered in determining custodial credit risk.

As of December 31, 2024, $22,248,918 of the City's deposits with financial institutions were in excess of federal and state depository insurance limits. $22,248,918 was collateralized with securities held by the pledging financial institution or its trust department or agent but not in the City's name.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Wisconsin statutes limit investment in securities to the top two ratings assigned by nationally recognized statistical rating organizations. The City does not have an additional credit risk policy. Presented below is the actual rating as of the year-end for each investment type.

Investment Type	Amount	Exempt from Disclosure	AAA	Aa	A	Not Rated
U.S. Treasury Securities	$ 4,475,774	$ 4,475,774	$ -	$ -	$ -	$ -
Federal Agency Securities	2,611,161	-	2,611,161	-	-	-
Negotiable Certificates of Deposit	1,811,572	-	1,811,572	-	-	-
Corporate Bonds and Notes	122,559	122,559	-	-	-	-
Municipal Bonds	1,651,675	-	663,580	720,478	267,617	-
Money Market Mutual Funds	1,333,722	1,333,722	-	-	-	-
Wisconsin Local Government Investment Pool	11,214,278	11,214,278	-	-	-	-
Totals	$ 23,220,741	$ 17,146,333	$ 5,086,313	$ 720,478	$ 267,617	$ -

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. As of June 30, 2024, the Wisconsin local government investment pool had a weighted average maturity of 9 days.

Information about the sensitivity of the fair values of the City's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

		Remaining Maturity (in Months)			
Investment Type	Amount	12 Months or Less	13 to 24 Months	25 to 60 Months	More Than 60 Months
U.S. Treasury Securities	$ 4,475,774	$ 686,213	$ 1,363,501	$ 2,426,060	$ -
Federal Agency Securities	2,611,161	1,616,509	431,737	562,915	-
Negotiable Certificates of Deposit	1,811,572	675,669	211,614	924,289	-
Corporate Bonds and Notes	122,559	-	-	122,559	-
Municipal Bonds	1,651,675	199,876	872,964	479,054	99,781
Money Market Mutual Funds	1,333,722	1,333,722	-	-	-
Wisconsin Local Government Investment Pool	11,214,278	11,214,278	-	-	-
Totals	$ 23,220,741	$ 15,726,267	$ 2,879,816	$ 4,514,877	$ 99,781

Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations

The City's investments include the following investments that are highly sensitive to interest rate fluctuations (to a greater degree than already indicated in the information provided above):

Highly Sensitive Investments	Fair Value at Year-End
Mortgage backed securities. These securities are subject to early payment in a period of declining interest rates. The resultant reduction in expected total cash flows affects the fair value of these securities and makes the fair values of these securities highly sensitive to changes in interest rates.	$ 2,611,161

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Wisconsin Local Government Investment Pool

The City has investments in the Wisconsin Local Government Investment Pool of $11,214,278 at year-end. The LGIP is part of the State Investment Fund (SIF), and is managed by the State of Wisconsin Investment Board. The SIF is not registered with the Securities and Exchange Commission, but operates under the statutory authority of Wisconsin Chapter 25. The SIF reports the fair value of its underlying assets annually. Participants in the LGIP have the right to withdraw their funds in total on one day's notice.

B. Restricted Assets

Restricted assets on December 31, 2024 totaled $150,000 and consisted of cash and investments held for the following purposes:

Funds	Amount	Purpose
Enterprise Funds:		
Wastewater Utility:		
Equipment Replacement	$ 150,000	To be used for replacement of certain assets for DNR requirements

C. Due from Other Governments

In prior years, the City of De Pere sold its wastewater treatment facility to the Green Bay Metropolitan Sewerage District (GMBSD) with the sale price repaid to the City over a 20-year period. The notes receivable from GBMSD was discounted using a 5% interest rate. Annual principal and interest payments of $160,485 are due annually through 2027, with a notes receivable balance of $437,044 as of December 31,2024 as summarized below.

Year Ended December 31,	Principal	Interest	Total
2025	$ 138,633	$ 21,852	$ 160,485
2026	145,564	14,921	160,485
2027	152,847	7,639	160,486
Total	$ 437,044	$ 44,412	$ 481,456

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

D. Capital Assets

Capital asset activity for the year ended December 31, 2024 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities:				
Capital Assets, Nondepreciable/Nonamortizable:				
Land	$ 12,640,209	$ 2,216,465	$ 331,778	$ 14,524,896
Construction in Progress	437,342	2,772,626	437,342	2,772,626
Total Capital Assets, Nondepreciable/Nonamortizable	13,077,551	4,989,091	769,120	17,297,522
Capital Assets, Depreciable/Amortizable:				
Land Improvements	13,350,739	40,092	65,404	13,325,427
Buildings and Improvements	13,371,437	2,285,256	-	15,656,693
Machinery and Equipment	14,222,829	4,958,964	621,767	18,560,026
Infrastructure	91,790,765	2,412,980	90,217	94,113,528
Subtotals	132,735,770	9,697,292	777,388	141,655,674
Less Accumulated Depreciation/Amortization for:				
Land Improvements	4,203,172	611,687	65,404	4,749,455
Buildings and Improvements	9,085,395	386,060	-	9,471,455
Machinery and Equipment	8,706,216	1,239,014	618,992	9,326,238
Infrastructure	38,594,158	2,583,568	81,222	41,096,504
Subtotals	60,588,941	4,820,329	765,618	64,643,652
Total Capital Assets, Depreciable/Amortizable, Net	72,146,829	4,876,963	11,770	77,012,022
Governmental Activities Capital Assets, Net	$ 85,224,380	$ 9,866,054	$ 780,890	94,309,544
Less: Capital Related Debt				41,535,000
Less: Lease Liability				26,817
Less: Debt Premium				2,241,105
Less: Capital Related Accounts Payable				1,353,075
Add: Unspent Proceeds				2,854,951
Net Investment in Capital Assets				$ 52,008,498

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

D. Capital Assets (Continued)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-Type Activities:				
Capital Assets, Nondepreciable:				
Land	$ 53,207	$ -	$ -	$ 53,207
Capital Assets, Depreciable:				
Buildings and Improvements	555,781	-	-	555,781
Machinery and Equipment	7,295,618	323,167	177,861	7,440,924
Infrastructure	98,040,691	4,208,007	448,535	101,800,163
Subtotals	105,892,090	4,531,174	626,396	109,796,868
Less Accumulated Depreciation	33,763,353	2,222,918	626,396	35,359,875
Total Capital Assets, Depreciable, Net	72,128,737	2,308,256	-	74,436,993
Business-Type Activities Capital Assets, Net	$ 72,181,944	$ 2,308,256	$ -	74,490,200
Less: Capital Related Debt				425,000
Less: Debt Premium				8,946
Less: Capital Related Accounts Payable				36,283
Net Investment in Capital Assets				$ 74,019,971

Depreciation expense was charged to functions of the City as follows:

Governmental Activities:	
General Government	$ 135,118
Health and Human Services	26,337
Public Safety	562,612
Public Works	3,126,583
Culture and Recreation	969,679
Total Depreciation Expense - Governmental Activities	$ 4,820,329
Business-Type Activities:	
Water Utility	$ 786,968
Wastewater Utility	830,840
Stormwater Utility	605,110
Total Depreciation/Amortization Expense - Business-Type Activities	$ 2,222,918

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Interfund Receivable, Payables, and Transfers

Interfund receivables and payables between individual funds of the City, as reported in the fund financial statements, as of December 31, 2024 are detailed below:

	Interfund Receivables	Interfund Payables
Temporary Cash Advances to Finance Operating Cash Deficits:		
Governmental Funds:		
General	$ 792,151	$ -
Cable Access	-	10,202
TID No. 7	-	5,286,471
TID No. 8	1,485,781	-
TID No. 9	-	486,136
TID No. 10	-	2,073,529
TID No. 12	2,895,127	-
TID No. 15	3,465,228	-
Pool Capital Projects	-	781,949
Proprietary Fund:		
Stormwater Utility	696,380	-
Water Utility	-	696,380
Subtotal	9,334,667	9,334,667
Long-Term Advances:		
General Fund	2,027,821	-
Proprietary Fund:		
Water Utility	-	5,200,000
Wastewater Utility	3,200,000	-
Internal Service Funds:		
Health Self Insurance	-	17,821
Dental Self Insurance	-	10,000
Subtotal	5,227,821	5,227,821
Totals	$ 14,562,488	$ 14,562,488

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Interfund Receivable, Payables, and Transfers (Continued)

In 2024, the General fund advanced $2,000,000 and the Wastewater Utility advanced $3,200,000 for a total of $5,200,000 to the Water Utility. Annual payments due on the long-term advances as of December 31, 2024, are detailed below:

Year Ended December 31,	Principal	Interest	Total
2025	$ 520,000	$ 26,000	$ 546,000
2026	520,000	26,000	546,000
2027	520,000	26,000	546,000
2028	520,000	26,000	546,000
2029	520,000	26,000	546,000
2030 - 2034	2,600,000	130,000	2,730,000
Total	$ 5,200,000	$ 260,000	$ 5,460,000

Interfund transfers for the year ended December 31, 2024 were as follows:

Funds	Transfer In	Transfer Out
General	$ 1,019,254	$ 338,002
Wastewater Utility	-	255,951
Water Utility	-	476,623
Southwest Park Equipment	-	42,000
Public Improvements	497,962	-
Capital Equipment	-	280,397
Pool Capital Projects	-	614,326
TID No. 7	-	197,708
TID No. 8	-	359,906
TID No. 9	-	290,080
TID No. 10	-	523,384
TID No. 11	-	374,371
TID No. 12	-	605,173
TID No. 13	-	255,325
TID No. 14	-	154,255
TID No. 15	-	613,649
TID No. 16	54,722	-
TID No. 17	-	66,600
Cable Access	65,715	-
Debt Service	3,810,097	-
Total	$ 5,447,750	$ 5,447,750

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Interfund Receivable, Payables, and Transfers (Continued)

Interfund transfers were made for the following purposes:

Transfer to Debt Service for Debt Payments	$ 3,810,097
Transfer to General Fund for TID 9 costs	11,400
Transfer to General Fund for Equipment Purchases	42,000
Transfer to General Fund for Payment in Lieu of Taxes	482,574
Transfer to Cable Access for Deficit	65,715
Transfer to Public Improvements for Capital Projects	497,962
Transfer to TID 16 for Project Costs	54,722
Transfer to Fund Pool Deficit	233,280
Transfer to General Fund for Sanitary Admin Expenses	250,000
Total	$ 5,447,750

F. Long-Term Obligations

The following is a summary of changes in long-term obligations of the City for the year ended December 31, 2024:

	Beginning Balance as Restated	Issued	Retired	Ending Balance	Due Within One Year
Governmental Activities:					
General Obligation Debt:					
Bonds	$ 2,200,000	$ -	$ 425,000	$ 1,775,000	$ 435,000
Community Development Bonds	4,485,000	-	300,000	4,185,000	340,000
Notes	37,900,000	7,725,000	5,190,000	40,435,000	5,530,000
Taxable Notes	14,425,000	-	810,000	13,615,000	915,000
Total General Obligation Debt	59,010,000	7,725,000	6,725,000	60,010,000	7,220,000
Debt Premium	2,183,209	705,114	495,248	2,393,075	278,954
Financed Purchased	126,823	-	100,006	26,817	26,817
Compensated Absences	1,505,999	239,294	-	1,745,293	174,529
Governmental Activities Long-Term Obligations	$ 62,826,031	$ 8,669,408	$ 7,320,254	$ 64,175,185	$ 7,700,300
Business-Type Activities:					
General Obligation Debt:					
Notes	$ 635,000	$ -	$ 210,000	$ 425,000	$ 210,000
Debt Premium	14,346	-	5,400	8,946	5,400
Compensated Absences	255,603	-	173,731	81,872	8,187
Business-Type Activities Long-Term Obligations	$ 904,949	$ -	$ 389,131	$ 515,818	$ 223,587

The change in compensated absences is shown as a net change.

Total interest paid during the year on long-term debt totaled $2,048,455.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Long-Term Obligations (Continued)

General Obligation Debt

General obligation debt currently outstanding is detailed as follows:

	Date of Issue	Final Maturity	Interest Rates	Original Indebtedness	Balance 12/31/24
General Obligation Bonds:					
2013A	08/13/13	2028	3.00-3.625%	$ 5,650,000	$ 705,000
2014A	11/20/14	2029	2.00-3.00%	1,075,000	395,000
2017B	10/18/17	2027	2.75%	1,700,000	675,000
General Obligation Community Development Bonds:					
2018B	09/20/18	2033	3.25-5.00%	5,545,000	4,185,000
General Obligation Notes:					
2015A	09/24/15	2025	2.00-3.00%	8,285,000	180,000
2016A	10/19/16	2026	1.00-2.00%	7,915,000	1,455,000
2017A	10/18/17	2027	2.00-2.25%	2,015,000	640,000
2018A	09/20/18	2028	3.00-5.00%	2,600,000	1,140,000
2019A	10/21/19	2029	3.00-4.00%	8,715,000	4,105,000
2020A	10/14/20	2030	1.00-2.00%	8,340,000	5,075,000
2021A	10/15/21	2031	2.00%	6,375,000	4,340,000
2022A	09/07/22	2032	4.00%	10,100,000	8,560,000
2023 A	09/07/23	2033	4.00-5.00%	8,350,000	7,640,000
2024A	09/18/24	2039	4.00-5.00%	7,725,000	7,725,000
General Obligation Taxable Notes:					
2016B	10/19/16	2026	2.00-2.25%	890,000	180,000
2019B	10/21/19	2029	2.25-2.70%	880,000	690,000
2020B	10/14/20	2030	0.35-1.40%	2,670,000	1,695,000
2021B	10/15/21	2031	0.35-1.80%	3,895,000	3,565,000
2022B	09/07/22	2032	0.35-1.80%	885,000	885,000
2023B	09/07/23	2033	4.85-5.6%	6,670,000	6,600,000
Total Outstanding General Obligation Debt					$ 60,435,000

Annual principal and interest maturities of the outstanding general obligation debt of $60,435,000 on December 31, 2024 are detailed below:

Year Ended December 31,	Governmental Activities		Business-Type Activities		Totals	
	Principal	Interest	Principal	Interest	Principal	Interest
2025	$ 7,220,000	$ 2,084,889	$ 210,000	$ 8,500	$ 7,430,000	$ 2,093,389
2026	7,625,000	1,870,689	215,000	4,300	7,840,000	1,874,989
2027	7,255,000	1,614,266	-	-	7,255,000	1,614,266
2028	6,845,000	1,379,976	-	-	6,845,000	1,379,976
2029	6,995,000	1,160,085	-	-	6,995,000	1,160,085
2030 - 2034	23,170,000	2,484,215	-	-	23,170,000	2,484,215
2035 - 2039	900,000	110,000	-	-	900,000	110,000
Total	$ 60,010,000	$ 10,704,120	$ 425,000	$ 12,800	$ 60,435,000	$ 10,716,920

For governmental activities, the other long-term liabilities are generally funded by the general fund.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Long-Term Obligations (Continued)

Legal Margin for New Debt

The City's legal margin for creation of additional general obligation debt on December 31, 2024 was $118,774,650 as follows:

Equalized Valuation of the City	$ 3,584,193,000
Statutory Limitation Percentage	(x) 5%
General Obligation Debt Limitation, Per Section 67.03 of the Wisconsin Statutes	179,209,650
Total Outstanding General Obligation Debt Applicable to Debt Limitation	60,435,000
Legal Margin for New Debt	$ 118,774,650

G. Finance Purchases Liability

The City had a financed purchase liability with an interest rate of 7.79% on a piece of equipment with an estimated useful life of three years. This financed purchased liability expired during 2024.

The City had a second financed purchase liability for a piece of equipment and is required to make various monthly principal and interest payments. This agreement has an interest rate of 8.49%. The equipment has an estimated useful life of three years. The financed purchase agreement expires in 2025.

The agreement qualifies as a financed purchase for accounting purposes and, therefore, has been recorded at the present value of the future minimum payments as of the date of inception. The remaining principal and interest on the asset acquired through a financed purchase is as follows:

Year Ended December 31,	Principal	Interest	Total
2025	$ 26,817	$ 2,277	$ 29,094

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

H. Pension Plan

1. WRS Pension Plan Description

The Wisconsin Retirement System (WRS) is a cost-sharing, multiple-employer defined benefit pension plan. WRS benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. Benefit terms may only be modified by the legislature. The retirement system is administered by the Wisconsin Department of Employee Trust Funds (ETF). The system provides coverage to all eligible State of Wisconsin, local government, and other public employees. All employees, initially employed by a participating WRS employer on or after July 1, 2011, expected to work at least 1200 hours a year (880 hours for teachers and school district educational support employees) and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

ETF issued a standalone Annual Comprehensive (ACFR), which can be found at https://etf.wi.gov/reports-and-studies/financial-reports-and-statements.

Additionally, ETF issued a standalone Wisconsin Retirement System Financial report, which can also be found using the link above.

2. Vesting

For employees beginning participation on or after January 1, 1990, and no longer actively employed on or after April 24, 1998, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and on or after April 24, 1998, and prior to July 1, 2011, are immediately vested. Participants who initially became WRS eligible on or after July 1, 2011, must have five years of creditable service to be vested.

3. Benefits Provided

Employees who retire at or after age 65 (54 for protective occupation and 62 for elected officials and executive service retirement plan participants, if hired on or before December 31, 2016) are entitled to a retirement benefit based on a formula factor, their final average earnings, and creditable service.

Final average earnings is the average of the participant's three highest earnings periods. Creditable service includes current service and prior service for which a participant received earnings and made contributions as required. Creditable service also includes creditable military service. The retirement benefit will be calculated as a money purchase benefit based on the employee's contributions plus matching employer's contributions, with interest, if that benefit is higher than the formula benefit.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

H. Pension Plan (Continued)

3. Benefits Provided (Continued)

Vested participants may retire at or after age 55 (50 for protective occupations) and receive an actuarially-reduced benefit. Participants terminating covered employment prior to eligibility for an annuity may either receive employee-required contributions plus interest as a separation benefit or leave contributions on deposit and defer application until eligible to receive a retirement benefit.

The WRS also provides death and disability benefits for employees.

4. Postretirement Adjustments

The Employee Trust Funds Board may periodically adjust annuity payments from the retirement system based on annual investment performance in accordance with s. 40.27, Wis. Stat. An increase (or decrease) in annuity payments may result when investment gains (losses), together with other actuarial experience factors, create a surplus (shortfall) in the reserves, as determined by the system's consulting actuary. Annuity increases are not based on cost of living or other similar factors. For Core annuities, decreases may be applied only to previously granted increases. By law, Core annuities cannot be reduced to an amount below the original, guaranteed amount (the floor) set at retirement. The Core and Variable annuity adjustments granted during recent years are as follows:

Year	Core Fund Adjustment	Variable Fund Adjustment
2014	4.7%	25%
2015	2.9%	2%
2016	0.5%	-5%
2017	2.0%	4%
2018	2.4%	17%
2019	0.0%	-10%
2020	1.7%	21%
2021	5.1%	13%
2022	7.4%	15%
2023	1.6%	-21%

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

H. Pension Plan (Continued)

5. Contributions

Required contributions are determined by an annual actuarial valuation in accordance with Chapter 40 of the Wisconsin Statutes. The employee required contribution is one-half of the actuarially determined contribution rate for general category employees, including teachers, Executives and Elected Officials. Starting on January 1, 2016, the Executives and Elected Officials category was merged into the General Employee Category. Required contributions for protective employees are the same rate as general employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement.

During the year ending December 31, 2024, the WRS recognized $1,529,034 in contributions from the City.

Contribution rates for the reporting period are (per WRS Employer Rates website for 2024):

Employee Category	Employee	Employer
General (including teachers, executives and elected officials)	6.90%	6.90%
Protective with Social Security	6.90%	14.30%
Protective without Social Security	6.90%	19.10%

6. Pension Assets, Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2024, the City reported a liability of $1,540,759 for its proportionate share of the net pension liability. The net pension liability was measured as of December 31, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2022 rolled forward to December 31, 2023. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2023, the City's proportion was 0.10362884% which was an increase of 0.00106236% from its proportion measured as of December 31, 2022.

For the year ended December 31, 2024, the City recognized a pension expense of $1,053,961.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

H. Pension Plan (Continued)

6. Pension Assets, Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

At December 31, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 6,212,328	$ 8,228,266
Net Differences Between Projected and Actual Earnings on Pension Plan Investments	5,369,298	-
Changes in Assumptions	671,572	-
Changes in Proportion and Differences Between Employer Contributions and Proportionate Share of Contributions	6,579	52,069
Employer Contributions Subsequent to the Measurement Date	1,529,034	-
Total	$ 13,788,811	$ 8,280,335

$1,529,034 reported as deferred outflows related to pension resulting from the City's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability (asset) in the year ended December 31, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized in pension expense as follows:

Year Ended December 31,	Expense
2025	$ 809,111
2026	844,994
2027	3,360,024
2028	(1,034,687)
Total	$ 3,979,442

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

H. Pension Plan (Continued)

7. Actuarial Assumptions

The total pension liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Valuation Date:	December 31, 2022
Measurement Date of Net Pension Liability (Asset):	December 31, 2023
Experience Study:	January 1, 2018 - December 31, 2020 Published November 19, 2021
Actuarial Cost Method:	Entry Age
Asset Valuation Method:	Fair Value
Long-Term Expected Rate of Return:	6.8%
Discount Rate:	6.8%
Salary Increases:	
Wage Inflation	3.0%
Seniority/Merit	0.1%-5.6%
Mortality	2020 WRS Experience Mortality Table
Postretirement Adjustments*	1.7%

* *No postretirement adjustment is guaranteed. Actual adjustments are based on recognized investment return, actuarial experience and other factors. 1.7% is the assumed annual adjustment based on the investment return assumption and the postretirement discount rate.*

Actuarial assumptions are based upon an experience study conducted in 2021 that covered a three-year period from January 1, 2018 to December 31, 2020. The total pension liability for December 31, 2023 is based upon a roll-forward of the liability calculated from the December 31, 2022 actuarial valuation.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

H. Pension Plan (Continued)

7. Actuarial Assumptions (Continued)

Long-Term Expected Return on Plan Assets. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

	Current Asset Allocation %	Long-Term Expected Nominal Rate of Return %	Long-Term Expected Real Rate of Return %
Core Fund Asset Class			
Public Equity	40%	7.3%	4.5%
Public Fixed Income	27%	5.8%	3.0%
Inflation Sensitive	19%	4.4%	1.7%
Real Estate	8%	5.8%	3.0%
Private Equity/Debt	18%	9.6%	6.7%
Leverage	-12%	3.7%	1.0%
Total Core Fund	100%	7.4%	4.6%
Variable Fund Asset			
U.S. Equities	70%	6.8%	4.0%
International Equities	30%	7.6%	4.8%
Total Variable Fund	100%	7.3%	4.5%

New England Pension Consultants Long Term US CPI (Inflation) Forecast: 2.7%

Asset Allocations are managed within established ranges, target percentages may differ from actual monthly allocations.

The investment policy used for the Core Fund involves reducing equity exposure by leveraging lower-volatility assets, such as fixed income securities. Currently, an asset allocation target of 12% policy leverage is used, subject to an allowable range of up to 20%.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

H. Pension Plan (Continued)

7. Actuarial Assumptions (Continued)

Single Discount Rate. A single discount rate of 6.80% was used to measure the Total Pension Liability for the current and prior year. The discount rate is based on the expected rate of return on pension plan investments of 6.80% and a municipal bond rate of 3.77% (Source: Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2023. In describing this index, Fidelity notes that the Municipal Curves are constructed using option-adjusted analytics of a diverse population of over 10,000 tax-exempt securities.). Because of the unique structure of WRS, the 6.80% expected rate of return implies that a dividend of approximately 1.7% will always be paid. For purposes of the single discount rate, it was assumed that the dividend would always be paid. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments (including expected dividends) of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability (Asset) to Changes in the Discount Rate. The following presents the City's proportionate share of the net pension liability (asset) calculated using the discount rate of 6.80%, as well as what the City's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (5.80%) or 1-percentage-point higher (7.80%) than the current rate:

	1% Decrease to Discount Rate (5.80%)	Current Discount Rate (6.80%)	1% Increase to Discount Rate (7.80%)
City's Proportionate Share of the Net Pension Liability (Asset)	$ 14,892,187	$ 1,540,759	$ (7,801,799)

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in separately issued financial statements available at https://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements.

Payable to the Pension Plan. The City reported a payable of $152,117 for the outstanding amount of contributions to the pension plan for the year ended December 31, 2024.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Other Postemployment Benefits

The City reports OPEB related balances at December 31, 2024 as summarized below:

	OPEB Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	OPEB Expense
Single-Employer Defined OPEB Plan	$ 346,149	$ 108,636	$ 156,545	$ 21,312
Local Retiree Life Insurance Fund (LRLIF)	1,701,966	644,820	877,461	136,885
Total	$ 2,048,115	$ 753,456	$ 1,034,006	$ 158,197

1. Single-Employer Defined OPEB Plan

Plan Description

The Plan is a single-employer, defined benefit postemployment health plan that covers retired employees of the City. Eligible retired employees have access to group medical coverage through the City's group plan. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75. City paid medical benefits are paid for as indicated below. All employees of the City are eligible for the Plan if they meet the following age and service requirements below.

Benefits Provided

The City provides medical (including prescription drugs) and dental coverage for retired employees through the City's self-insured plans.

Employees Covered by Benefit Terms

At December 31, 2024, the following employees were covered by the benefit terms:

Inactive Employees or Beneficiaries Currently Receiving Benefit Payments	4
Active Employees	128
Total	132

Contributions

Certain retired plan members and beneficiaries currently receiving benefits are required to contribute specified amounts monthly towards the cost of insurance premiums based on the employee group and their retirement date. City paid medical and dental benefits are paid until the retiree or surviving spouse becomes eligible for Medicare.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Other Postemployment Benefits (Continued)

1. Single-Employer Defined OPEB Plan (Continued)

Total OPEB Liability

The City's total OPEB liability was determined by an actuarial valuation as of December 31, 2022 and rolled forward to December 31, 2024.

Actuarial Assumptions. The total OPEB liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Actuarial Valuation Date:	December 31, 2022
Measurement Date of Net OPEB Liability (Asset):	December 31, 2024
Actuarial Cost Method:	Entry Age Normal
Health Care Trend:	Actual first year trend, then 6.50% decreasing by .10% per year down to 4.5%, and level thereafter
Discount Rate:	4.28%
Municipal Bond Rate Source:	S&P Municipal 20 Year High Grade Index
Assumed Rate of Inflation:	2.50%
Mortality:	Wisconsin 2020 Mortality Table adjusted for future mortality using the MP-2020 generated improvement scale

The projection of cash flows used to determine the single discount rate assumed that plan would continue to be funded on a pay as you go basis. Based on these assumptions, the 20-year AA municipal bond rate was applied to all periods of projected benefits payment to determine the total OPEB liability.

The discount rate was changed to the 20-year AA municipal bond rate (4.00%) as of the measurement date. All other assumptions and methods remained unchanged from the valuation performed as of December 31, 2022.

Discount Rate. The discount rate used to measure the total OPEB liability was based on the 20-year AA municipal bond note.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Other Postemployment Benefits (Continued)

1. Single-Employer Defined OPEB Plan (Continued)

Changes in the Total OPEB Liability

	Increase (Decrease) Total OPEB Liability
Balance at December 31, 2023	$ 347,895
Changes for the Year:	
Service Cost	23,096
Interest	14,154
Differences Between Expected and Actual Experience	(20,018)
Changes of Assumptions	(7,771)
Benefit Payments	(11,207)
Net Changes	(1,746)
Balance at December 31, 2024	$ 346,149

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.28%) or 1-percentage-point higher (5.28%) than the current rate:

	1% Decrease to Discount Rate (3.28%)	Current Discount Rate (4.28%)	1% Increase to Discount Rate (5.28%)
Total OPEB Liability	$ 374,880	$ 346,149	$ 319,827

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (6.0% decreasing to 3.5%) or 1-percentage-point higher (8.0% decreasing to 5.5%) than the current healthcare cost trend rates:

	1% Decrease (6.0% Decreasing to 3.5%)	Healthcare Cost Trend Rates (7.0% Decreasing to 4.5%)	1% Increase (8.0% Decreasing to 5.5%)
Total OPEB Liability	$ 308,737	$ 346,149	$ 390,246

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Other Postemployment Benefits (Continued)

1. Single-Employer Defined OPEB Plan (Continued)

OPEB Expense and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2024, the City recognized OPEB expense of $21,312. At December 31, 2024, the City reported deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 76,673	$ 107,621
Changes in Assumptions	31,963	48,924
Total	$ 108,636	$ 156,545

The amounts above reported as deferred inflows of resources related to OPEB will be recognized in other postemployment benefit expense as follows:

Year Ended December 31,	(Revenue) Expense
2025	$ (15,938)
2026	(15,938)
2027	(15,938)
2028	(15,931)
2029	1,642
Thereafter	14,194
Total	$ (47,909)

2. Local Retiree Life Insurance Fund

Plan Description

The LRLIF is a multiple-employer, cost sharing defined benefit OPEB plan. LRLIF benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. The Wisconsin Department of Employee Trust Funds (ETF) and the Group Insurance Board have statutory authority for program administration and oversight. The plan provides postemployment life insurance benefits for all eligible employees.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Other Postemployment Benefits (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Plan Fiduciary Net Position

ETF issues a standalone Annual Comprehensive Financial Report (ACFR), which can be found at http://etf.wi.gov/about-eft/reports-and-studies/financial-reports-and-statements.

Additionally, ETF issued a standalone Retiree Life Insurance Financial Report, which can also be found using the link above.

Benefits Provided

The LRLIF plan provides fully paid up life insurance benefits for post-age 64 retired members and pre-65 retirees who pay for their coverage.

Contributions

The Group Insurance Board approves contribution rates annually, based on recommendations from the insurance carrier. Recommended rates are based on an annual valuation, taking into consideration an estimate of the present value of future benefits and the present value of future contributions. A portion of employer contributions made during a member's working lifetime funds a postretirement benefit.

Employers are required to pay the following contributions based on employee contributions for active members to provide them with Basic Coverage after age 65. There are no employer contributions required for pre-age 65 annuitant coverage. If a member retires prior to age 65, they must continue paying the member premiums until age 65 in order to be eligible for the benefit after age 65.

Contribution rates as of December 31, 2024 are:

Coverage Type	Employer Contribution
50% Postretirement Coverage	40% of Employee Contribution
25% Postretirement Coverage	20% of Employee Contribution

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Other Postemployment Benefits (Continued)

2. Local Retiree Life Insurance Fund (Continued)

Contributions (Continued)

Member contributions are based upon nine age bands through age 69 and an additional eight age bands for those age 70 and over. Participating members must pay monthly contribution rates per $1,000 of coverage until the age of 65 (age 70 if active). The member contribution rates in effect for the year ended December 31, 2023 are listed below:

Life Insurance
Employee Contribution Rates
For the Year Ended December 31, 2023

Attained Age	Basic	Supplemental
Under 30	$0.05	$0.05
30 - 34	0.06	0.06
35 - 39	0.07	0.07
40 - 44	0.08	0.08
45 - 49	0.12	0.12
50 - 54	0.22	0.22
55 - 59	0.39	0.39
60 - 64	0.49	0.49
65 - 69	0.57	0.57

During the year ended December 31, 2024, the LRLIF recognized $7,733 in contributions from the employer.

OPEB Liabilities, OPEB Expense (Revenue) and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At December 31, 2024, the City reported a liability of $1,701,966 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of December 31, 2023, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of January 1, 2023 rolled forward to December 31, 2023. No material changes in assumptions or benefits terms occurred between the actuarial valuation date and the measurement date. The City's proportion of the net OPEB liability was based on the City's share of contributions to the OPEB plan relative to the contributions of all participating employers. At December 31, 2023, the City's proportion was 0. 0.36994000%, which was a decrease of 0.00750600% from its proportion measured as of December 31, 2022.

For the year ended December 31, 2024, the City recognized OPEB expense of $136,885.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Other Postemployment Benefits (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

At December 31, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ -	$ 150,628
Net Differences Between Projected and Actual Earnings on OPEB Plan Investments	22,992	-
Changes in Assumptions	532,389	670,198
Changes in Proportion and Differences Between Employer Contributions and Proportionate Share of Contributions	89,439	56,635
Total	$ 644,820	$ 877,461

The amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended December 31,	Expense
2025	$ (8,934)
2026	11,093
2027	(49,379)
2028	(98,867)
2029	(101,448)
Thereafter	14,894
Total	$ (232,641)

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Other Postemployment Benefits (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Actuarial Assumptions. The total OPEB liability in the January 1, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Actuarial Valuation Date:	January 1, 2023
Measurement Date of Net OPEB Liability (Asset):	December 31, 2023
Experience Study:	January 1, 2018 - December 31, 2020 Published November 19, 2021
Actuarial Cost Method:	Entry Age Normal
20 Year Tax-Exempt Municipal Bond Yield: *	3.26%
Long-Term Expected Rate of Return:	4.25%
Discount Rate:	3.32%
Salary Increases:	
Wage Inflation	3.00%
Seniority/Merit	0.1% - 5.6%
Mortality:	2020 WRS Experience Mortality Table

* Based on the Bond Buyers GO 20-Bond Municipal index

Actuarial assumptions are based upon an experience study conducted in 2020 that covered a three-year period from January 1, 2018 to December 31, 2020. The total OPEB liability for December 31, 2023 is based upon a roll-forward of the liability calculated from the December 31, 2023 actuarial valuation.

Long-Term Expected Return on Plan Assets. The long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. Investments for the LRLIF are held with Securian, the insurance carrier. Interest is calculated and credited to the LRLIF based on the rate of return for a segment of the insurance carriers' general fund, specifically 10-year A- Bonds (as a proxy, and not tied to any specific investments). The overall aggregate interest rate is calculated using a tiered approach based on the year the funds were originally invested and the rate of return for that year. Investment interest is credited based on the aggregate rate of return and assets are not adjusted to fair market value. Furthermore, the insurance carrier guarantees the principal amounts of the reserves, including all interest previously credited thereto.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Other Postemployment Benefits (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Asset Class	Index	Target Allocation	Long-Term Expected Geometric Real Rate of Return %
U.S. Intermediate Credit Bonds	Bloomberg U.S. Intermediate Credit	40%	2.32%
U.S. Mortgages	Bloomberg U.S. MBS	60%	2.52%
Inflation			2.30%
Long-Term Expected Rate of Return			4.25%

Single Discount Rate. A single discount rate of 3.32% was used to measure the total OPEB liability for the current year, as opposed to a discount rate of 3.76% for the prior year. The significant change in the discount rate was primarily caused by the decrease in the municipal bond rate from 3.72% as of December 31, 2022 to 3.26% as of December 31, 2023. The Plan's fiduciary net position was projected to be insufficient to make all projected future benefit payments of current active and inactive members. Therefore, the discount rate for calculating the Total OPEB Liability is equal to the single equivalent rate that results in the same actuarial present value as the long-term expected rate of return applied to benefit payments, to the extent that the plan's fiduciary net position is projected to be sufficient to make projected benefit payments, and the municipal bond rate applied to benefit payment to the extent that the plan's fiduciary net position is projected to be insufficient. The plan's fiduciary net position was projected to be available to make projected future benefit payments of current plan members through December 31, 2036.

The projection of cash flows used to determine the single discount rate assumed that employer contributions will be made according to the current employer contribution schedule and that contributions are made by plan members retiring prior to age 65.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

I. Other Postemployment Benefits (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Sensitivity of the City's Proportionate Share of Net OPEB Liability to Changes in the Discount Rate. The following presents the City's proportionate share of the net OPEB liability calculated using the discount rate of 3.32%, as well as what the City's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.32%) or 1-percentage-point higher (4.32%) than the current rate:

	1% Decrease to Discount Rate (2.32%)	Current Discount Rate (3.32%)	1% Increase to Discount Rate (4.32%)
City's Proportionate Share of the Net OPEB Liability (Asset)	$ 2,286,828	$ 1,701,966	$ 1,255,526

Payable to the OPEB Plan

The City reported no payable for the outstanding amount of contribution to the Plan required for the year ended December 31, 2024.

J. Fund Equity

Nonspendable Fund Balance

In the fund financial statements, portions of the governmental fund balances are amounts that cannot be spent because they are either 1) not in spendable form or 2) legally or contractually required to be maintained intact. At December 31, 2024, nonspendable fund balance was as follows:

General Fund:	
Nonspendable:	
Special Assessments	$ 65,098
Long Term Receivables	792,151
Advance to Other Funds	2,027,821
Inventories and Prepaid Items	218,583
Total Nonspendable Fund Balance	$ 3,103,653

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. Fund Equity (Continued)

Restricted Fund Balance

In the fund financial statements, portions of governmental fund balances are not available for appropriation or are legally restricted for use for a specific purpose. At December 31, 2024, restricted fund balance was as follows:

General Fund:	
Restricted for:	
Property Tax Relief and Economic Development	$ 60,516
Sick Leave Escrow	578,390
Recreation Scholarship	51,502
Total General Fund Restricted Fund Balance	690,408
Debt Service Fund	2,145,905
Special Revenue Funds:	
Restricted for:	
Development Loans	877,581
Public Land Acquisition	135,495
Affordable Housing	1,937,465
Total Special Revenue Funds Balance	2,950,541
Capital Projects Funds:	
Restricted for:	
Capital Projects	
TID No. 8	1,850,785
TID No. 11	944,969
TID No. 12	2,888,392
TID No. 13	185,853
TID No. 14	166,259
TID No. 15	3,456,663
TID No. 17	870,694
TID No. 18	134,263
Total Tax incremental Financing District Expenditures	10,497,878
Total Restricted Fund Balance	$ 16,284,732

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. Fund Equity (Continued)

Committed Fund Balance

In the fund financial statements, portions of government fund balances are committed by City Council action. At December 31, 2024, General Fund balance was committed as follows:

General Fund:		
Committed for:		
Nonlapsing Funds	$	485,460
Special Revenue Funds:		
Committed for:		
Riverwalk Pier		561,099
Dog Park		13,884
Park Equipment		62,507
De Pere Micro Fund Loan		86,814
Total Special Revenue Fund Committed Fund Balance		724,304
Capital Project Funds:		
Committed for:		
Capital Equipment		1,139,585
Public Improvements		3,783,706
Community Center		13,616
Police/Fire Expansion		2,932
Total Capital Project Funds		4,939,839
Total Committed Fund Balance	$	6,149,603

Minimum General Fund Balance Policy

The City has also adopted a minimum fund balance policy of 25% of subsequent year budgeted expenditures for the general fund. The minimum fund balance is maintained for cash flow and working capital purposes. The minimum fund balance amount is calculated as follows:

Budgeted 2025 General Fund Expenditures	$	23,232,522
Minimum Fund Balance %		(x) 25%
Minimum Fund Balance Amount	$	5,808,131

The City's unassigned general fund balance of $9,343,032 is above the minimum fund balance amount.

NOTE 4 OTHER INFORMATION

A. Tax Incremental Financing

The City has established separate capital projects funds for twelve Tax Incremental City (TID) which were created by the City in accordance with Section 66.1105 of the Wisconsin Statutes. At the time the City was created, the property tax base within the City was “frozen” and increment taxes resulting from increases to the property tax base are used to finance City improvements, including principal and interest on long-term debt issued by the City to finance such improvements. The Statutes allow eligible project costs to be incurred up to five years prior to the maximum termination date. The City’s City is still eligible to incur project costs.

Since creation of the TID’s, the City has provided various financing sources to the TID. The foregoing amounts are not recorded as liabilities in the TID capital project fund but can be recovered by the City from any future excess tax increment revenues. As of December 31, 2024, the City can recover $30,478,516 from future excess tax increment revenues of the following. Furthermore, the intent of the City is to recover the above amounts from future TID surplus funds, if any, prior to termination of the respective Cities. Unless terminated by the City prior thereto, each TID has a statutory termination year as follows:

	TID No. 7	TID No. 8	TID No. 9	TID No. 10
Creation Date	10/17/2006	8/21/2007	8/7/2012	8/7/2012
Termination Date	10/17/2033	8/21/2027	8/7/2039	8/7/2032
Tax Increment Property Tax Revenues for 2024	$ 115,821	$ 400,007	$ 154,798	$ 227,502
Net Unreimbursed (Recovered) Project Costs	$ 5,826,471	$ (690,784)	$ 3,391,938	$ 4,929,910

	TID No. 11	TID No. 12	TID No. 13	TID No. 14
Creation Date	9/1/2015	9/1/2015	7/18/2017	9/19/2018
Termination Date	9/1/2035	9/1/2035	7/18/2037	12/31/2038
Tax Increment Property Tax Revenues for 2024	$ 699,993	$ 1,974,090	$ 275,117	$ 39,539
Net Unreimbursed (Recovered) Project Costs	$ 1,209,934	$ 4,046,487	$ 2,534,061	$ 928,740

	TID No. 15	TID No. 16	TID No. 17	TID No. 18
Creation Date	2/15/2020	2/21/2020	3/16/2021	5/7/2024
Termination Date	2/18/2040	2/21/2040	3/16/2042	5/7/2051
Tax Increment Property Tax Revenues for 2024	$ 620,714	$ -	$ 305,692	$ -
Net Unreimbursed (Recovered) Project Costs	$ 4,845,653	$ -	$ 1,124,283	$ 1,641,039

NOTE 4 OTHER INFORMATION (CONTINUED)

B. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The City completes an annual review of its insurance coverage to ensure adequate coverage. Settled claims have not exceeded coverage in each of the past three years.

In addition to the above, the City has established separate internal service funds for the following risk management programs:

Health Self-Insurance Fund

City employees, retirees and employee dependents are eligible for medical benefits from a health self-insurance fund. Funding is provided by charges to City departments, employees, and retirees. The program is supplemented by stop loss protection, which limits the City's annual liability. Fund expenses consist of payments to a third-party administrator for medical claims, stop loss insurance premiums and administrative fees. On December 31, 2024, the fund had a balance of $545,471.

The claims liability of $133,674 reported in the fund at December 31, 2024 is based on the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. Changes in the fund's claims liability amount are as follows:

	Liability January 1	Current Year Claims and Changes in Estimates	Claims Payments	Liability December 31
2024	$ 172,844	$ 2,835,301	$ 3,141,819	$ 133,674
2023	186,095	1,679,556	2,038,495	172,844

Dental Self-Insurance Fund

City employees, retirees and employee dependents are eligible for dental benefits from a dental self-insurance fund. Funding is provided by charges to City departments, employees and retirees. The program is supplemented by stop loss protection, which limits the City's annual liability. Fund expenses consist of payments to a third-party administrator for dental claims, stop loss insurance premiums and administrative fees. On December 31, 2024, the fund had a balance of $73,957.

NOTE 4 OTHER INFORMATION (CONTINUED)

B. Risk Management (Continued)

Dental Self-Insurance Fund (Continued)

The claims liability of $6,243 reported in the fund at December 31, 2024, is based on the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. Changes in the fund's claims liability amount are as follows:

	Liability January 1	Current Year Claims and Changes in Estimates	Claims Payments	Liability December 31
2024	$ 3,786	$ 138,219	$ 135,762	$ 6,243
2023	2,571	133,174	131,959	3,786

C. Contingencies

From time to time, the City is party to other various pending claims and legal proceedings. Although the outcome of such matters cannot be forecast with certainty, it is the opinion of management and the City that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the City's financial position or results of operations.

D. Water Purchase Contract with Central Brown County Water Authority

The City of De Pere is a Charter member of the Central Brown County Water Authority with five other Brown County communities. The Authority was formed under Wisconsin Statutes in 1998 to provide a long-term solution to water quantity and quality concerns. In 2004, the Authority entered into a contract to purchase Lake Michigan water from the City of Manitowoc. In 2007 the Authority completed construction of a 30 mile water transmission main from the City of Manitowoc and a 35 mile long spoke transmission system to distribute the water to its individual members. To provide funds to complete construction projects, the Authority issued $136,625,000 of revenue bonds in June of 2005.

Each Charter Member has entered into a water purchase contract under which they agree to purchase wholesale water from the Authority. Rates charged to each member are billed monthly and are based on (1) operation and maintenance costs, (2) fixed costs, including debt service on the revenue bond and (3) required Security Fund deposits. During 2024, the City paid the Authority $3,627,411 in accordance with the water purchase contract.

NOTE 4 OTHER INFORMATION (CONTINUED)

E. Correction of an Error in Previously Issued Financial Statements

The County recorded a prior period adjustment to increase beginning fund balance by $578,390 in the General Fund. The adjustment was to remove compensated absences that are not due and payable in the fund financial statements.

F. Change in Accounting Principle

Effective January 1, 2023, the City implemented GASB Statement No. 101, *Compensated Absences*. This statement updated the recognition and measurement guidance for compensated absences and associated salary-related payments and amended certain previously required disclosures. As a result of the implementation of this standard, the compensated absences liability as of January 1, 2023 was restated by $942,867.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF DE PERE, WISCONSIN
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET)
WISCONSIN RETIREMENT SYSTEM
LAST 10 MEASUREMENT PERIODS

Measurement Period Ending	Proportion of the Net Pension Liability (Asset)	Proportionate Share of the Net Pension Liability (Asset)	Covered Payroll	Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)
12/31/14	0.08664090%	$ (2,128,138)	$ 9,073,681	23.45%	102.74%
12/31/15	0.08721909%	1,417,293	9,424,305	15.04%	98.20%
12/31/16	0.08851511%	729,575	9,577,125	7.62%	99.12%
12/31/17	0.09092334%	(2,699,621)	9,670,368	27.92%	102.93%
12/31/18	0.09310308%	3,312,315	10,029,996	33.02%	96.45%
12/31/19	0.09492159%	(3,060,705)	10,457,329	-29.27%	102.96%
12/31/20	0.09781188%	(6,106,531)	11,200,080	-54.52%	105.26%
12/31/21	0.09980036%	(8,044,092)	11,354,060	-70.85%	106.02%
12/31/22	0.10256648%	5,433,668	12,055,709	45.07%	95.75%
12/31/23	0.10362884%	1,540,759	12,666,777	12.16%	98.85%

SCHEDULE OF CONTRIBUTIONS
WISCONSIN RETIREMENT SYSTEM
LAST 10 FISCAL YEARS

Fiscal Year Ending	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered Payroll (fiscal year)	Contributions as a Percentage of Covered Payroll
12/31/15	$ 853,538	$ 853,538	$ -	$ 9,424,305	9.06%
12/31/16	862,667	862,667	-	9,577,125	9.01%
12/31/17	947,840	947,840	-	9,670,368	9.80%
12/31/18	976,960	976,960	-	10,029,996	9.74%
12/31/19	1,006,862	1,006,862	-	10,457,329	9.63%
12/31/20	1,156,889	1,156,889	-	11,200,080	10.33%
12/31/21	1,180,293	1,180,293	-	11,354,060	10.40%
12/31/22	1,234,602	1,234,602	-	12,055,709	10.24%
12/31/23	1,431,922	1,431,922	-	12,666,777	11.30%
12/31/24	1,529,034	1,529,034	-	13,412,687	11.19%

See accompanying Notes to Required Supplementary Information.

CITY OF DE PERE, WISCONSIN
SCHEDULE OF CHANGES IN OPEB LIABILITY AND RELATED RATIOS
LAST 10 MEASUREMENT PERIODS

	2024	2023	2022	2021	2020	2019	2018	2017
Total OPEB Liability:								
Service Cost	$ 23,096	$ 13,526	$ 18,510	$ 20,168	$ 18,239	$ 20,928	$ 22,795	$ 22,795
Interest	14,154	8,637	4,505	5,929	6,523	15,145	13,298	12,862
Changes of Benefit Terms								
Differences Between Expected and Actual Experience	(20,018)	95,841	-	(44,531)	-	(157,218)	-	-
Changes of Assumptions	(7,771)	33,427	(39,218)	(11,767)	10,442	(6,038)	(13,769)	(5,254)
Benefit Payments	(11,207)	-	(6,660)	(7,758)	(12,016)	(13,749)	(31,655)	(14,784)
Net Change in Total OPEB Liability	(1,746)	151,431	(22,863)	(37,959)	23,188	(140,932)	(9,331)	15,619
Total OPEB Liability - Beginning	347,895	196,464	219,327	257,286	234,098	375,030	384,361	368,742
Total OPEB Liability - Ending	$ 346,149	$ 347,895	$ 196,464	$ 219,327	$ 257,286	$ 234,098	$ 375,030	$ 384,361
Covered-Employee Payroll	$ 11,634,130	$ 11,634,130	$ 10,509,539	$ 10,509,539	$ 9,732,159	$ 9,732,159	$ 7,447,066	$ 7,447,066
City's Total OPEB Liability as a Percentage of Covered-Employee Payroll	2.98%	2.99%	1.87%	2.09%	2.64%	2.41%	5.04%	5.16%

See accompanying Notes to Required Supplementary Information.

CITY OF DE PERE, WISCONSIN
SCHEDULE OF PROPORTIONATE SHARE OF THE NET OPEB LIABILITY (ASSET)
LOCAL RETIREE LIFE INSURANCE FUND
LAST 10 MEASUREMENT PERIODS

Measurement Period Ending	Proportion of the Net OPEB Liability (Asset)	Proportionate Share of the Net OPEB Liability (Asset)	Covered-Employee Payroll	Proportionate Share of the Net OPEB Liability (Asset) as a Percentage of Covered-Employee Payroll	Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability (Asset)
12/31/17	0.36553200%	$ 1,099,732	$ 9,670,368	11.37%	44.81%
12/31/18	0.37112800%	957,635	9,292,000	10.31%	48.69%
12/31/19	0.35037200%	1,491,952	9,509,000	15.69%	37.58%
12/31/20	0.34576900%	1,901,979	10,418,000	18.26%	31.36%
12/31/21	0.36375600%	2,149,932	10,514,000	20.45%	29.57%
12/31/22	0.37744600%	1,438,004	10,592,000	13.58%	38.81%
12/31/23	0.36994000%	1,701,966	11,047,000	15.41%	33.90%

SCHEDULE OF CONTRIBUTIONS
LOCAL RETIREE LIFE INSURANCE FUND
LAST 10 FISCAL YEARS

Fiscal Year Ending	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered-Employee Payroll	Contributions as a Percentage of Covered-Employee Payroll
12/31/17	$ 6,917	$ 6,917	$ -	$ 9,670,368	0.07%
12/31/18	7,150	7,150	-	9,292,000	0.08%
12/31/19	6,915	6,915	-	10,457,330	0.07%
12/31/20	6,829	6,829	-	10,418,000	0.07%
12/31/21	7,358	7,358	-	11,354,060	0.06%
12/31/22	7,445	7,445	-	10,514,000	0.07%
12/31/23	7,555	7,555	-	10,592,000	0.07%
12/31/24	7,733	7,733	-	12,888,333	0.06%

See accompanying Notes to Required Supplementary Information.

NOTE 1 WISCONSIN RETIREMENT SYSTEM

Changes of Benefit Terms:

There were no changes of benefit terms for any participating employer in the WRS.

Changes of Assumptions:

Based on a three-year experience study conducted in 2021 covering January 1, 2018 through December 31, 2020, the EFT Board adopted assumption changes that were used to measure the total pension liability beginning with the year-end December 31, 2021 including the following:

- Lowering the long-term expected rate of return from 7.0% to 6.8%
- Lowering the discount rate from 7.0 to 6.8%
- Lowering the price inflation rate from 2.5% to 2.4%
- Lowering the postretirement adjustments from 1.9% to 1.7%
- Mortality assumptions were changed to reflect updated trends by transitioning form the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table.

Based on a three-year experience study conducted in 2018 covering January 1, 2015 through December 31, 2017, the EFT Board adopted assumption changes that were used to measure the total pension liability beginning with the year-end December 31, 2018 including the following:

- Lowering the long-term expected rate of return from 7.2% to 7.0%
- Lowering the discount rate from 7.2% to 7.0%
- Lowering the wage inflation rate from 3.2% to 3.0%
- Lowering the price inflation rate from 2.7% to 2.5%
- Lowering the postretirement adjustments from 2.1% to 1.9%
- Mortality assumptions were changed to reflect updated trends by transitioning form the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table.

NOTE 2 OTHER POSTEMPLOYMENT BENEFITS

The City is required to present the last ten fiscal years of data; however accounting standard allow the presentation of as many years as are available until ten fiscal years are presented.

Single-Employer Defined Postemployment Benefit Plan

The discount rate was changed to the 20-year AA municipal bond rate (2.00%) for the measurement date of December 31, 2023. All other assumptions and methods remained unchanged from the valuation performed as of December 31, 2019. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Local Retiree Life Insurance Fund (LRLIF)

Chanes of Benefit Terms:

There were no changes of benefit terms or assumptions for any participating employer in the LRLIF.

Changes of Assumptions:

The State of Wisconsin Employee Trust Fund Board adopted economic and demographic assumption changes based on a three year experience study performed for the Wisconsin Retirement System. These assumptions are used in the actuarial valuations of OPEB liabilities (assets) for the retiree life insurance programs and are summarized below..

The assumption changes that were used to measure the December 31, 2021 total OPEB liabilities, including the following:

- Lowering the prince inflation rate from 2.5% to 2.4%
- Mortality assumptions were changed to reflect update trends by transitioning from the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table.

The assumption changes that were used to measure the December 31, 2018 total OPEB liabilities, including the following:

- Lowering the long-term expected rate of return from 5.00% to 4.25%
- Lowering the wage inflation rate from 3.2% to 3.0%
- Lowering the price inflation rate from 2.7% to 2.5%
- Mortality assumptions were changed to reflect update trends by transitioning from the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table.

SUPPLEMENTARY INFORMATION

CITY OF DE PERE, WISCONSIN
GENERAL FUND
DETAILED COMPARISON OF BUDGETED AND ACTUAL REVENUES
YEAR ENDED DECEMBER 31, 2024

	Budget			Variance Final Budget - Positive
	Original	Final	Actual	(Negative)
Taxes:				
General Property	$ 10,421,160	$ 10,421,160	$ 10,421,158	$ (2)
Mobile Home	5,150	5,150	6,245	1,095
Excess Stadium District Sales Tax	120	120	3,624	3,504
Room Tax	14,000	14,000	16,153	2,153
Payments in Lieu of Taxes	1,350	1,350	1,440	90
Housing Authority	35,000	35,000	39,868	4,868
Interest and Penalties:				
Taxes	500	500	746	246
Special Assessments	10,000	10,000	8,550	(1,450)
Total Taxes	10,487,280	10,487,280	10,497,784	10,504
Intergovernmental:				
Law Enforcement Training	107,069	107,069	147,892	40,823
State Shared Taxes	2,274,544	2,274,544	2,291,121	16,577
Exempt Computer Aid	84,592	84,592	84,592	-
Fire Insurance	119,300	119,300	137,715	18,415
Rescue Squad	15,000	15,000	8,860	(6,140)
Transportation	1,394,256	1,394,256	1,394,462	206
Public Health	61,506	61,506	66,536	5,030
Recycling	97,720	97,720	97,806	86
Other	209,085	209,085	214,867	5,782
Total Intergovernmental	4,363,072	4,363,072	4,443,851	80,779
Licenses and Permits:				
Licenses:				
Liquor and Malt Beverage	33,000	33,000	32,248	(752)
Operators	25,000	25,000	21,651	(3,349)
Cigarette	2,300	2,300	2,300	-
Food and Beverage	95,746	95,746	116,914	21,168
Cable Television	104,000	104,000	88,870	(15,130)
Dog	4,500	4,500	4,312	(188)
Other Licenses/Permits	9,455	9,455	12,081	2,626
Permits:				
Construction	15,450	15,450	15,650	200
Electrical, Mechanical, and Plumbing	231,750	231,750	272,276	40,526
Sanitary Sewer	12,978	12,978	18,700	5,722
Zoning	355,678	355,678	444,756	89,078
Total Licenses and Permits	889,857	889,857	1,029,758	139,901

CITY OF DE PERE, WISCONSIN
GENERAL FUND
DETAILED COMPARISON OF BUDGETED AND ACTUAL REVENUES (CONTINUED)
YEAR ENDED DECEMBER 31, 2024

	Budget			Variance Final Budget - Positive
	Original	Final	Actual	(Negative)
Fines and Forfeits:				
Court Forfeitures and Costs	$ 240,000	$ 240,000	$ 175,068	$ (64,932)
Parking Violations	30,000	30,000	44,108	14,108
Total Fines and Forfeits	270,000	270,000	219,176	(50,824)
Public Charges for Services:				
General Government	34,550	34,550	48,473	13,923
Police	1,980	1,980	4,604	2,624
Alarm Monitoring Fees	6,000	6,000	7,825	1,825
Fire	-	-	2,565	2,565
Ambulance	1,025,000	1,025,000	1,154,995	129,995
Streets	85,137	85,137	143,337	58,200
Snow Removal	7,276	7,276	775	(6,501)
Weed Cutting	-	-	(255)	(255)
Recycling	17,050	17,050	31,522	14,472
Public Health	1,400	1,400	525	(875)
Community Center	64,040	64,040	68,682	4,642
Swimming Pools	254,410	254,410	283,630	29,220
Parks	19,050	19,050	37,061	18,011
Recreation	571,964	571,964	570,479	(1,485)
Concession Sales	53,534	53,534	48,130	(5,404)
Total Public Charges for Services	2,141,391	2,141,391	2,402,348	260,957
Intergovernmental Charges for Services:				
General Government	217,712	217,712	244,737	27,025
Public Safety	574,329	574,329	740,836	166,507
Public Works	733,442	733,442	733,442	-
Total Intergovernmental Charges for Services	1,525,483	1,525,483	1,719,015	193,532
Miscellaneous:				
Investment Income	1,400,000	1,400,000	2,166,251	766,251
Donations	-	-	448,760	448,760
Sale of City Property	110,000	110,000	146,725	36,725
Rental Income	38,055	38,055	42,035	3,980
Department Revenue	-	-	56,595	56,595
Total Miscellaneous	1,548,055	1,548,055	2,860,366	1,312,311
Total Revenues	$ 21,225,138	$ 21,225,138	$ 23,172,298	$ 1,947,160

CITY OF DE PERE, WISCONSIN
GENERAL FUND
DETAILED COMPARISON OF BUDGETED AND ACTUAL EXPENDITURES
YEAR ENDED DECEMBER 31, 2024

	Budget			Variance Final Budget - Positive
	Original	Final	Actual	(Negative)
General Government:				
Council	$ 85,022	$ 85,022	$ 81,842	$ 3,180
Municipal Court	132,129	132,129	130,429	1,700
Mayor	47,317	47,317	44,651	2,666
Administrator	210,369	210,369	180,122	30,247
Clerk/Treasurer	300,819	300,819	287,464	13,355
Elections	75,810	75,810	64,584	11,226
Elections Outlay	10,000	10,000	-	10,000
Assessment of Property	97,975	97,975	95,566	2,409
Accounting and Finance	200,985	200,985	194,971	6,014
Accounting and Finance Outlay	60,000	60,000	-	60,000
Data Processing	248,579	259,219	234,691	24,528
Data Processing Outlay	43,000	73,250	71,334	1,916
Personnel and Insurance	459,719	459,719	446,080	13,639
Legal	331,374	389,874	313,223	76,651
Legal Outlay	1,200	1,200	-	1,200
City Hall	134,770	134,770	141,950	(7,180)
City Hall Outlay	10,000	12,911	10,404	2,507
Other General Government	426,916	426,916	186,170	240,746
Total General Government	2,875,984	2,978,285	2,483,481	494,804
Public Safety:				
Police Department	6,334,917	6,348,906	6,268,971	79,935
Police Department Outlay	42,500	42,500	48,742	(6,242)
Traffic Control	98,013	98,013	78,425	19,588
Fire/Ambulance Department	4,661,920	4,705,200	4,732,191	(26,991)
Fire/Ambulance Department Outlay	11,000	11,000	7,993	3,007
Building and Electrical	333,559	333,559	345,441	(11,882)
Jail	7,750	7,750	5,123	2,627
Total Public Safety	11,489,659	11,546,928	11,486,886	60,042
Public Works:				
Street Machinery Repair	151,061	151,061	136,128	14,933
Street Machinery Repair Outlay	35,540	35,540	32,175	3,365
Municipal Service Center	127,115	127,115	99,389	27,726
Municipal Service Center Outlay	19,250	19,250	7,244	12,006
Mechanics	182,533	182,533	180,015	2,518
Administration	134,497	134,497	133,534	963
Administration Outlay	3,300	3,300	3,205	95
Engineer	294,210	294,210	267,360	26,850
Engineer Outlay	31,750	31,750	32,750	(1,000)
Street Maintenance	207,084	207,084	140,679	66,405

CITY OF DE PERE, WISCONSIN
GENERAL FUND
DETAILED COMPARISON OF BUDGETED AND ACTUAL EXPENDITURES (CONTINUED)
YEAR ENDED DECEMBER 31, 2024

	Budget			Variance Final Budget - Positive
	Original	Final	Actual	(Negative)
Public Works (Continued):				
Street Maintenance Outlay	$ -	$ -	$ 16,660	$ (16,660)
Brush Pickup	131,882	131,882	122,045	9,837
Weed Cutting	21,247	21,247	24,597	(3,350)
Snow and Ice Control	337,281	337,281	179,265	158,016
Traffic Signs and Markings	177,417	177,417	138,957	38,460
Traffic Signs and Markings Outlay	12,000	12,000	12,000	-
Traffic Lights	40,820	40,820	42,051	(1,231)
Street Lighting	433,282	433,282	456,772	(23,490)
Street Cleaning	-	-	1,933	(1,933)
Transit Systems	147,973	147,973	114,532	33,441
Total Public Works	2,488,242	2,488,242	2,141,291	346,951
Sanitation:				
Garbage and Refuse Collection	433,820	433,820	479,560	(45,740)
Landfill Waste Disposal	320,000	320,000	315,684	4,316
Recycling	164,144	164,144	178,326	(14,182)
Total Sanitation	917,964	917,964	973,570	(55,606)
Health and Human Services:				
Nurse	747,466	747,466	841,159	(93,693)
Board of Health	100	100	-	100
Total Health and Human Services	747,566	747,566	841,159	(93,593)
Culture and Recreation:				
Community Center	415,339	415,339	401,075	14,264
Community Center Outlay	15,000	15,000	15,000	-
Special Events and Celebrations	34,772	34,772	34,405	367
Park and Recreation Administration	320,823	320,823	375,097	(54,274)
Recreation	723,745	723,745	601,181	122,564
Swimming Pools	625,951	625,951	554,368	71,583
Swimming Pools Outlay	13,600	13,600	10,719	2,881
Parks - General	672,202	672,202	704,015	(31,813)
Parks Outlay	33,500	52,460	1,066,309	(1,013,849)
Parks Equipment Maintenance	107,821	107,821	99,766	8,055
Boat Ramps	27,297	27,297	23,347	3,950
Forestry	282,684	282,684	332,051	(49,367)
Historical Society	14,860	14,860	3,097	11,763
Total Culture and Recreation	3,287,594	3,306,554	4,220,430	(913,876)
Conservation and Development:				
Economic Development	461,136	546,361	502,126	44,235
Total Expenditures	$ 22,268,145	$ 22,531,900	$ 22,648,943	$ (117,043)

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2024

	Special Revenue				
	Development Loan Program	Public Land Acquisition	Riverwalk Pier	Cable Access	Dog Park
ASSETS					
Cash and Investments	$ 890,405	$ 135,495	$ 561,099	$ 181	$ 13,884
Receivables:					
Taxes and Special Charges	-	-	-	-	-
Accounts	-	-	-	15,603	-
Special Assessments	-	-	-	-	-
Loans	678	-	-	-	-
Due from Other Funds	-	-	-	-	-
Total Assets	$ 891,083	$ 135,495	$ 561,099	$ 15,784	$ 13,884
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts Payable	$ 12,545	$ -	$ -	$ 1,527	$ -
Accrued and Other Current Liabilities	279	-	-	4,055	-
Due to Other Funds	-	-	-	10,202	-
Unearned Revenues	-	-	-	-	-
Total Liabilities	12,824	-	-	15,784	-
Deferred Inflows of Resources:					
Property Taxes Levied for Subsequent Year	-	-	-	-	-
Loans Receivable	678	-	-	-	-
Special Assessments	-	-	-	-	-
Total Deferred Inflows of Resources	678	-	-	-	-
Fund Balances:					
Restricted	877,581	135,495	-	-	-
Committed	-	-	561,099	-	13,884
Unassigned (Deficit)	-	-	-	-	-
Total Fund Balances	877,581	135,495	561,099	-	13,884
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 891,083	$ 135,495	$ 561,099	$ 15,784	$ 13,884

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2024

	Special Revenue				
	Southwest Park Equipment	De Pere Micro Fund Loan	Local Fiscal Recovery Funds	Affordable Housing	Pool
ASSETS					
Cash and Investments	$ 62,507	$ 86,814	$ 234,051	$ 1,937,744	$ -
Receivables:					
Taxes and Special Charges	-	-	-	-	387,177
Accounts	-	-	-	-	-
Special Assessments	-	-	-	-	-
Loans	-	5,000	-	-	-
Due from Other Funds	-	-	-	-	-
Total Assets	$ 62,507	$ 91,814	$ 234,051	$ 1,937,744	$ 387,177
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts Payable	$ -	$ -	$ 103,381	$ -	$ -
Accrued and Other Current Liabilities	-	-	-	279	-
Due to Other Funds	-	-	-	-	-
Unearned Revenues	-	-	130,670	-	-
Total Liabilities	-	-	234,051	279	-
Deferred Inflows of Resources:					
Property Taxes Levied for Subsequent Year	-	-	-	-	387,177
Loans Receivable	-	5,000	-	-	-
Special Assessments	-	-	-	-	-
Total Deferred Inflows of Resources	-	5,000	-	-	387,177
Fund Balances:					
Restricted	-	-	-	1,937,465	-
Committed	62,507	86,814	-	-	-
Unassigned (Deficit)	-	-	-	-	-
Total Fund Balances	62,507	86,814	-	1,937,465	-
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 62,507	$ 91,814	$ 234,051	$ 1,937,744	$ 387,177

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2024

	Capital Projects				
	Community Center	Police/Fire Expansion	Pool Capital Projects	TID No. 8	TID No. 9
ASSETS					
Cash and Investments	$ 13,616	$ 2,932	$ -	$ 385,261	$ -
Receivables:					
Taxes and Special Charges	-	-	512,823	333,752	164,036
Accounts	-	-	-	-	-
Special Assessments	-	-	-	-	-
Loans	-	-	-	-	-
Due from Other Funds	-	-	-	1,485,781	-
Total Assets	$ 13,616	$ 2,932	$ 512,823	$ 2,204,794	$ 164,036
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts Payable	$ -	$ -	$ -	$ 20,257	$ -
Accrued and Other Current Liabilities	-	-	-	-	-
Due to Other Funds	-	-	781,949	-	486,136
Unearned Revenues	-	-	-	-	-
Total Liabilities	-	-	781,949	20,257	486,136
Deferred Inflows of Resources:					
Property Taxes Levied for Subsequent Year	-	-	512,823	333,752	164,036
Loans Receivable	-	-	-	-	-
Special Assessments	-	-	-	-	-
Total Deferred Inflows of Resources	-	-	512,823	333,752	164,036
Fund Balances:					
Restricted	-	-	-	1,850,785	-
Committed	13,616	2,932	-	-	-
Unassigned (Deficit)	-	-	(781,949)	-	(486,136)
Total Fund Balances	13,616	2,932	(781,949)	1,850,785	(486,136)
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 13,616	$ 2,932	$ 512,823	$ 2,204,794	$ 164,036

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2024

	Capital Projects				
	TID No. 10	TID No. 11	TID No. 12	TID No. 13	TID No. 14
ASSETS					
Cash and Investments	$ -	$ 982,019	$ -	$ 187,759	$ 166,259
Receivables:					
Taxes and Special Charges	279,137	818,088	2,238,001	419,649	35,048
Accounts	-	-	-	-	-
Special Assessments	-	-	-	-	-
Loans	-	-	-	-	-
Due from Other Funds	-	-	2,895,127	-	-
Total Assets	$ 279,137	$ 1,800,107	$ 5,133,128	$ 607,408	$ 201,307
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts Payable	$ 382	$ 34,889	$ 3,987	$ -	$ -
Accrued and Other Current Liabilities	-	2,161	2,748	1,906	-
Due to Other Funds	2,073,529	-	-	-	-
Unearned Revenues	-	-	-	-	-
Total Liabilities	2,073,911	37,050	6,735	1,906	-
Deferred Inflows of Resources:					
Property Taxes Levied for Subsequent Year	279,137	818,088	2,238,001	419,649	35,048
Loans Receivable	-	-	-	-	-
Special Assessments	-	-	-	-	-
Total Deferred Inflows of Resources	279,137	818,088	2,238,001	419,649	35,048
Fund Balances:					
Restricted	-	944,969	2,888,392	185,853	166,259
Committed	-	-	-	-	-
Unassigned (Deficit)	(2,073,911)	-	-	-	-
Total Fund Balances	(2,073,911)	944,969	2,888,392	185,853	166,259
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 279,137	$ 1,800,107	$ 5,133,128	$ 607,408	$ 201,307

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2024

	Capital Projects			
	TID No. 15	TID No. 17	TID No. 18	Totals
ASSETS				
Cash and Investments	$ -	$ 920,029	$ 134,263	$ 6,714,318
Receivables:				
Taxes and Special Charges	839,564	270,188	-	6,297,463
Accounts	-	-	-	15,603
Special Assessments	1,298,656	-	-	1,298,656
Loans	-	-	-	5,678
Due from Other Funds	3,465,228	-	-	7,846,136
Total Assets	$ 5,603,448	$ 1,190,217	$ 134,263	$ 22,177,854
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts Payable	$ 4,445	$ 48,848	$ -	$ 230,261
Accrued and Other Current Liabilities	4,120	487	-	16,035
Due to Other Funds	-	-	-	3,351,816
Unearned Revenues	-	-	-	130,670
Total Liabilities	8,565	49,335	-	3,728,782
Deferred Inflows of Resources:				
Property Taxes Levied for Subsequent Year	839,564	270,188	-	6,297,463
Loans Receivable	-	-	-	5,678
Special Assessments	1,298,656	-	-	1,298,656
Total Deferred Inflows of Resources	2,138,220	270,188	-	7,601,797
Fund Balances:				
Restricted	3,456,663	870,694	134,263	13,448,419
Committed	-	-	-	740,852
Unassigned (Deficit)	-	-	-	(3,341,996)
Total Fund Balances	3,456,663	870,694	134,263	10,847,275
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 5,603,448	$ 1,190,217	$ 134,263	$ 22,177,854

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2024

	Special Revenue				
	Development Loan Program	Public Land Acquisition	Riverwalk Pier	Cable Access	Dog Park
REVENUES					
Taxes	$ -	$ -	$ -	$ -	$ -
Special Assessments	-	-	-	-	-
Intergovernmental	-	-	-	47,422	-
Licenses and Permits	-	-	-	59,246	-
Public Charges for Services	-	15,900	-	-	-
Miscellaneous	24,360	-	-	-	251
Total Revenues	24,360	15,900	-	106,668	251
EXPENDITURES					
Current:					
General Government	-	-	-	-	-
Culture and Recreation	-	-	-	156,888	-
Conservation and Development	124,865	-	19,641	-	-
Debt Service:					
Interest and Fiscal Charges	-	-	-	-	-
Capital Outlay	-	1,837	-	15,376	-
Total Expenditures	124,865	1,837	19,641	172,264	-
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(100,505)	14,063	(19,641)	(65,596)	251
OTHER FINANCING SOURCES (USES)					
Long-Term Debt Issued	-	-	-	-	-
Premium on Debt Issued	-	-	-	-	-
Proceeds from Sale of Capital Assets	-	-	-	-	-
Transfers In	-	-	-	65,715	-
Transfers Out	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	65,715	-
NET CHANGE IN FUND BALANCES	(100,505)	14,063	(19,641)	119	251
Fund Balances (Deficit) - Beginning of Year, as Originally Stated	978,086	121,432	580,740	(119)	13,633
Change Within Financial Reporting Entity - Nonmajor to Major Fund	-	-	-	-	-
Fund Balance (Deficit) - Beginning of Year, as Adjusted	978,086	121,432	580,740	(119)	13,633
FUND BALANCES (DEFICIT) - END OF YEAR	$ 877,581	$ 135,495	$ 561,099	$ -	$ 13,884

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2024

	Special Revenue				
	Southwest Park Equipment	De Pere Micro Fund Loan	Local Fiscal Recovery Funds	Affordable Housing	Pool
REVENUES					
Taxes	$ -	$ -	$ -	$ -	$ -
Special Assessments	-	-	-	-	-
Intergovernmental	-	-	1,682,516	-	-
Licenses and Permits	-	-	-	-	-
Public Charges for Services	-	-	-	-	-
Miscellaneous	19,800	33,586	-	-	-
Total Revenues	19,800	33,586	1,682,516	-	-
EXPENDITURES					
Current:					
General Government	-	-	7,393	-	-
Culture and Recreation	-	-	1,675,123	-	-
Conservation and Development	-	-	-	31,062	-
Debt Service:					
Interest and Fiscal Charges	-	-	-	-	-
Capital Outlay	112,771	-	-	-	-
Total Expenditures	112,771	-	1,682,516	31,062	-
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(92,971)	33,586	-	(31,062)	-
OTHER FINANCING SOURCES (USES)					
Long-Term Debt Issued	-	-	-	-	-
Premium on Debt Issued	-	-	-	-	-
Proceeds from Sale of Capital Assets	-	-	-	-	-
Transfers In	-	-	-	-	-
Transfers Out	(42,000)	-	-	-	-
Total Other Financing Sources (Uses)	(42,000)	-	-	-	-
NET CHANGE IN FUND BALANCES	(134,971)	33,586	-	(31,062)	-
Fund Balances (Deficit) - Beginning of Year, as Originally Stated	197,478	53,228	-	1,968,527	-
Change Within Financial Reporting Entity - Nonmajor to Major Fund	-	-	-	-	-
Fund Balance (Deficit) - Beginning of Year, as Adjusted	197,478	53,228	-	1,968,527	-
FUND BALANCES (DEFICIT) - END OF YEAR	$ 62,507	$ 86,814	$ -	$ 1,937,465	$ -

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2024

	Capital Projects				
	Capital Equipment	Community Center	Police/Fire Expansion	Capital Projects	TID No. 7
REVENUES					
Taxes	$ -	$ -	$ -	$ 900,000	$ -
Special Assessments	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Licenses and Permits	-	-	-	-	-
Public Charges for Services	-	-	-	-	-
Miscellaneous	-	13,019	-	-	-
Total Revenues	-	13,019	-	900,000	-
EXPENDITURES					
Current:					
General Government	-	-	-	-	-
Culture and Recreation	-	4,121	-	-	-
Conservation and Development	-	-	-	-	-
Debt Service:					
Interest and Fiscal Charges	-	-	-	-	-
Capital Outlay	-	-	-	5,406	-
Total Expenditures	-	4,121	-	5,406	-
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	8,898	-	894,594	-
OTHER FINANCING SOURCES (USES)					
Long-Term Debt Issued	-	-	-	-	-
Premium on Debt Issued	-	-	-	-	-
Proceeds from Sale of Capital Assets	-	-	-	-	-
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	(614,327)	-
Total Other Financing Sources (Uses)	-	-	-	(614,327)	-
NET CHANGE IN FUND BALANCES	-	8,898	-	280,267	-
Fund Balances (Deficit) - Beginning of Year, as Originally Stated	2,633,473	4,718	2,932	(1,062,216)	(3,590,008)
Change Within Financial Reporting Entity - Nonmajor to Major Fund	(2,633,473)	-	-	-	3,590,008
Fund Balance (Deficit) - Beginning of Year, as Adjusted	-	4,718	2,932	(1,062,216)	-
FUND BALANCES (DEFICIT) - END OF YEAR	$ -	$ 13,616	$ 2,932	$ (781,949)	$ -

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2024

	Capital Projects				
	TID No. 8	TID No. 9	TID No. 10	TID No. 11	TID No. 12
REVENUES					
Taxes	$ 400,995	$ 183,669	$ 235,464	$ 699,993	$ 1,974,090
Special Assessments	-	-	-	-	-
Intergovernmental	230,172	8,005	20,109	60	-
Licenses and Permits	-	-	-	-	-
Public Charges for Services	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Total Revenues	631,167	191,674	255,573	700,053	1,974,090
EXPENDITURES					
Current:					
General Government	-	-	-	-	-
Culture and Recreation	-	-	-	-	-
Conservation and Development	71,533	82,921	185,046	271,356	268,040
Debt Service:					
Interest and Fiscal Charges	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total Expenditures	71,533	82,921	185,046	271,356	268,040
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	559,634	108,753	70,527	428,697	1,706,050
OTHER FINANCING SOURCES (USES)					
Long-Term Debt Issued	-	-	-	-	-
Premium on Debt Issued	-	-	-	-	-
Proceeds from Sale of Capital Assets	-	-	-	-	-
Transfers In	-	-	-	-	-
Transfers Out	(359,906)	(290,080)	(523,383)	(374,371)	(605,173)
Total Other Financing Sources (Uses)	(359,906)	(290,080)	(523,383)	(374,371)	(605,173)
NET CHANGE IN FUND BALANCES	199,728	(181,327)	(452,856)	54,326	1,100,877
Fund Balances (Deficit) - Beginning of Year, as Originally Stated	1,651,057	(304,809)	(1,621,055)	890,643	1,787,515
Change Within Financial Reporting Entity - Nonmajor to Major Fund	-	-	-	-	-
Fund Balance (Deficit) - Beginning of Year, as Adjusted	1,651,057	(304,809)	(1,621,055)	890,643	1,787,515
FUND BALANCES (DEFICIT) - END OF YEAR	$ 1,850,785	$ (486,136)	$ (2,073,911)	$ 944,969	$ 2,888,392

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2024

	Capital Projects			
	TID No. 13	TID No. 17	TID No. 18	Totals
REVENUES				
Taxes	$ 275,117	$ 305,692	$ -	$ 5,698,928
Special Assessments	-	-	-	86,577
Intergovernmental	-	-	-	1,988,284
Licenses and Permits	-	-	-	59,246
Public Charges for Services	-	-	-	15,900
Miscellaneous	-	-	-	92,729
Total Revenues	275,117	305,692	-	7,941,664
EXPENDITURES				
Current:				
General Government	-	-	-	7,393
Culture and Recreation	-	-	-	1,836,132
Conservation and Development	70,669	213,681	8,509	1,526,273
Debt Service:				
Interest and Fiscal Charges	-	3,300	16,500	19,800
Capital Outlay	-	133,430	1,616,030	1,903,150
Total Expenditures	70,669	350,411	1,641,039	5,292,748
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	204,448	(44,719)	(1,641,039)	2,648,916
OTHER FINANCING SOURCES (USES)				
Long-Term Debt Issued	-	330,000	1,650,000	1,980,000
Premium on Debt Issued	-	25,089	125,302	150,391
Proceeds from Sale of Capital Assets	-	675,000	-	675,000
Transfers In	-	-	-	120,437
Transfers Out	(255,325)	(66,600)	-	(3,899,069)
Total Other Financing Sources (Uses)	(255,325)	963,489	1,775,302	(973,241)
NET CHANGE IN FUND BALANCES	(50,877)	918,770	134,263	1,675,675
Fund Balances (Deficit) - Beginning of Year, as Originally Stated	236,730	(48,076)	-	8,215,065
Change Within Financial Reporting Entity - Nonmajor to Major Fund	-	-	-	956,535
Fund Balance (Deficit) - Beginning of Year, as Adjusted	236,730	(48,076)	-	9,171,600
FUND BALANCES (DEFICIT) - END OF YEAR	$ 185,853	$ 870,694	$ 134,263	$ 10,847,275

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
DECEMBER 31, 2024

	Health Self Insurance	Dental Self Insurance	Total
ASSETS			
Current Assets:			
Cash and Investments	$ 699,374	$ 90,200	$ 789,574
LIABILITIES			
Current Liabilities:			
Accounts and Claims Payable	133,674	6,243	139,917
Insurance Claims Payable	2,408	-	2,408
Advance from Other Funds	17,821	10,000	27,821
Total Liabilities	153,903	16,243	170,146
NET POSITION			
Unrestricted	$ 545,471	$ 73,957	$ 619,428

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
YEAR ENDED DECEMBER 31, 2024

	Health Self Insurance	Dental Self Insurance	Total
OPERATING REVENUES			
Charges for Services	$ 2,608,053	$ 180,194	$ 2,788,247
OPERATING EXPENSES			
Claims and Administrative Fees	3,491,547	179,554	3,671,101
OPERATING INCOME (LOSS)	(883,494)	640	(882,854)
NONOPERATING REVENUES			
Interest Income	8,052	-	8,052
CHANGE IN NET POSITION	(875,442)	640	(874,802)
Net Position - Beginning of Year	1,420,913	73,317	1,494,230
NET POSITION - END OF YEAR	$ 545,471	$ 73,957	$ 619,428

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
YEAR ENDED DECEMBER 31, 2024

	Health Self Insurance	Dental Self Insurance	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash Received from Interfund Services	$ 2,608,053	$ 180,194	$ 2,788,247
Cash Paid for Employee Wages and Benefits	2,408	-	2,408
Cash Paid to Suppliers	(3,530,717)	(177,097)	(3,707,814)
Net Cash Provided (Used) by Operating Activities	(920,256)	3,097	(917,159)
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest Received	8,052	-	8,052
CHANGE IN CASH AND CASH EQUIVALENTS	(912,204)	3,097	(909,107)
Cash and Cash Equivalents - Beginning of Year	1,611,578	87,103	1,698,681
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 699,374	$ 90,200	$ 789,574
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES			
Operating Income (Loss)	$ (883,494)	$ 640	$ (882,854)
Change in Operating Assets and Liabilities:			
Accounts and Claims Payable	(39,170)	2,457	(36,713)
Accrued Liabilities	2,408	-	2,408
Net Cash Provided (Used) by Operating Activities	$ (920,256)	$ 3,097	$ (917,159)
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES			
None			

CITY OF DE PERE, WISCONSIN
SCHEDULE OF WATER UTILITY OPERATING REVENUES AND EXPENSES
YEAR ENDED DECEMBER 31, 2024

OPERATING REVENUES	
Charges for Services:	
Residential	$ 3,550,785
Commercial	1,014,072
Industrial	703,043
Public Authority	558,281
Bulk	40,684
Private Fire Protection	138,754
Public Fire Protection	1,316,586
Total Charges for Services	7,322,205
Other Revenues:	
Forfeited Discounts	43,363
Other Water Revenues	312,302
Total Other Revenues	355,665
Total Operating Revenues	7,677,870
OPERATING EXPENSES	
Operation and Maintenance:	
Source of Supply	3,707,268
Pumping	108,880
Water Treatment	38,334
Transmission and Distribution	762,923
Customer Accounts	435,796
Administrative and General	420,392
Total Operation and Maintenance	5,473,593
Depreciation	786,968
Taxes	67,163
Total Operating Expenses	6,327,724
Operating Income	$ 1,350,146

CITY OF DE PERE, WISCONSIN
SCHEDULE OF SETTLEMENT OF DHS COST REIMBURSEMENT AWARD
PUBLIC HEALTH DEPARTMENT
YEAR ENDED DECEMBER 31, 2024

	NON-COVID PROGRAMS					
	BIOT PLAN	BIOT PLAN	IMMUNIZATION	COMMUNICABLE	COMMUNICABLE	CHILDHDLEAD
DHS identification number	155015	155015	155020	155800	155800	157720
Grant Award	$ 34,417	$ 35,106	$ 9,239	$ 3,570	$ 3,570	$ 2,161
Award period	7/1/23 - 6/30/24	7/1/24 - 6/30/25	1/1/24 - 12/31/24	7/1/23 - 6/30/24	7/1/24 - 6/30/25	1/1/24 - 12/31/24
Period of award within audit period	1/1/24 - 6/30/24	7/1/24 - 12/31/24	1/1/24 - 12/31/24	1/1/24 - 6/30/24	7/1/24 - 12/31/24	1/1/24 - 12/31/24
Expenditures reported to DHS for payment	$ 20,134	$ 13,395	$ 9,239	$ 2,353	$ 393	$ 2,161
Contract Year	2024	2025	2024	2024	2025	2024
Actual allowable costs of award						
Program expenses						
Compensation of current officers, directors, trustees, and key employees	$ 9,406	$ 7,858	$ 1,774	$ 1,449	$ -	$ 674
Compensation not included above, to disqualified persons						
Other salaries and wages						
Pension plan contributions	649	542	123	100	-	46
Other employee benefits	3,524	3,217	690	290	-	289
Other costs	6,555	1,778	6,652	514	393	1,152
Total program expenses	20,134	13,395	9,239	2,353	393	2,161
Total allowable costs	$ 20,134	$ 13,395	$ 9,239	$ 2,353	$ 393	$ 2,161

	BIOT PLAN	MCH	ICA	ICA	SLFRF ARPA	PH CRISIS
DHS identification number	159220	159320	155809	155809	155811	155812
Grant Award	$ 4,300	$ 9,147	$ 56,100	$ 17,297	$ 393,500	$ 35,025
Award period	10/1/22 - 9/30/24	1/1/24 - 12/31/24	7/1/21 - 6/30/24	7/1/24 - 6/30/25	3/1/21 -12/31/24	7/1/22 - 6/30/24
Period of award within audit period	1/1/24 - 9/30/24	1/1/24 - 12/31/24	1/1/24 - 6/30/24	7/1/24 - 12/31/24	1/1/24 - 12/31/24	1/1/24 - 6/30/24
Expenditures reported to DHS for payment	$ 4,300	$ 9,147	$ 4,163	$ 693	$ 193,150	$ 15,769
Contract Year	2024	2024	2024	2025	2024	2024
Actual allowable costs of award						
Program expenses						
Compensation of current officers, directors, trustees, and key employees	$ 3,271	$ 257	$ 1,451	$ -	$ 23,408	$ 7,759
Compensation not included above, to disqualified persons						
Other salaries and wages						
Pension plan contributions	226	17	100	-	1,065	535
Other employee benefits	803	65	445	-	5,159	2,861
Other costs	-	8,808	2,167	693	163,518	4,614
Total program expenses	4,300	9,147	4,163	693	193,150	15,769
Total allowable costs	$ 4,300	$ 9,147	$ 4,163	$ 693	$ 193,150	$ 15,769

ADDITIONAL INDEPENDENT AUDITORS' REPORT
FOR BASIC FINANCIAL STATEMENTS

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS* AND THE *WISCONSIN DEPARTMENT OF HEALTH SERVICES AUDIT GUIDE*

City Council
City of De Pere, Wisconsin

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of De Pere, Wisconsin (the City), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated July 8, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we have identified a certain deficiency in internal control that we consider to be a material weakness and another deficiency that we consider to be a significant deficiency.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item 2024-002 to be a material weakness.

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A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item 2024-001 to be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of De Pere, Wisconsin's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Green Bay, Wisconsin
July 8, 2025

FEDERAL AND STATE AWARDS

CITY OF DE PERE, WISCONSIN
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED DECEMBER 31, 2024

Grantor Agency/Federal Program Title	Assistance Listing Number	Pass-Through Agency	Pass-Through Entity Identifying Number	(Accrued) Deferred Revenue 1/1/24	Cash Received (Refunded)	Accrued (Deferred) Revenue 12/31/24	Total Expenditures	Subrecipient Payments
U.S. DEPARTMENT OF JUSTICE								
Equitable Sharing Program	16.922			$ 12,800	$ -	$ (6,968)	$ 5,832	$ -
U.S. DEPARTMENT OF TRANSPORTATION								
Highway Safety Cluster								
Pedestrian and Bicyclist Enforcement	20.600	WI Department of Transportation	PBS-2023-DE PERE PD-00025	-	7,422	-	7,422	-
Pedestrian and Bicyclist Enforcement	20.600	WI Department of Transportation	PBS-2025-DE PERE PD-00064	-	750	-	750	-
Total Highway Safety Cluster				-	8,172	-	8,172	-
U.S. DEPARTMENT OF TREASURY								
Equitable Sharing Program	21.016			13,988	-	(13,988)	-	-
COVID 19: Coronavirus State and Local Fiscal Recovery Fund	21.027	Direct	N/A	1,813,186	-	(130,670)	1,682,516	-
COVID 19: Coronavirus State and Local Fiscal Recovery Fund	21.027	WI Department of Administration	Direct	-	13,853	-	13,853	-
COVID 19: Coronavirus State and Local Fiscal Recovery Fund	21.027	WI Department of Human Services	155811	(21,457)	182,527	32,080	193,150	-
Total U.S. Department of Treasury				1,805,717	196,380	(112,578)	1,889,519	-
U.S. ENVIRONMENTAL PROTECTION AGENCY								
Lead Testing in School and Child Care Programs Drinking Water	66.444	WI Department of Human Services	00E02760	(2,400)	2,400	-	-	-
U.S. ENVIRONMENTAL PROTECTION AGENCY								
HAVA Election Security Grants	90.404	WI Elections Commission	Direct	2,576	-	-	2,576	-
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES								
Public Health Emergency Preparedness	93.069	WI Department of Human Services	155015	(5,079)	34,206	4,402	33,529	-
Immunization Cooperative Agreements	93.268	WI Department of Human Services	155020	(729)	4,832	5,136	9,239	-
COVID 19: Immunization Cooperative Agreements	93.268	WI Department of Human Services	155809	(1,522)	5,685	693	4,856	-
Total Immunization Cooperative Agreements				(2,251)	10,517	5,829	14,095	-
Activities to Support STLT Health Department Response to Public Health or Healthcare Crises	93.391	WI Department of Human Services	NH75OT000039	-	5,965	-	5,965	-
COVID 19: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	WI Department of Human Services	155812	(5,649)	21,418	-	15,769	-
Preventive Health and Health Services Block Grant	93.991	WI Department of Human Services	159220	-	4,300	-	4,300	-
Maternal and Child Health Services Block Grant to the States	93.994	WI Department of Human Services	159320	(3,120)	12,267	-	9,147	-
Total U.S. Department of Health and Human Services				(16,099)	88,673	10,231	82,805	-
Total Federal Awards				$ 1,802,594	$ 295,625	$ (109,315)	$ 1,988,903	$ -

See accompanying Notes to Schedules of Expenditures of Federal and State Awards.

CITY OF DE PERE, WISCONSIN
SCHEDULE OF EXPENDITURES OF STATE AWARDS
YEAR ENDED DECEMBER 31, 2024

Grantor Agency/State Program Title	State I.D. Number	Pass-Through Agency	Pass-Through Entity Identifying Number	(Accrued) Deferred Revenue 1/1/24	Cash Received (Refunded)	Accrued (Deferred) Revenue 12/31/24	Total Expenditures	Subrecipient Payments
DEPARTMENT OF NATURAL RESOURCES								
Recycling Grants to Responsible Units	370.670	Direct Program	Direct	$ -	$ 91,595	$ -	$ 91,595	$ -
Recycling Consolidation Grants	370.673	Direct Program	Direct	-	6,211	-	6,211	-
Recreational Boating Facilities-Grant #RBF-1869	370.TA1	Direct Program	Direct	(2,306)	2,306	-	-	-
Recreational Boating Facilities-Grant #RBF-1870	370.TA1	Direct Program	Direct	(654)	654	-	-	-
Recreational Boating Facilities-Grant #RBF-1830	370.TA1	Direct Program	Direct	-	4,000	-	4,000	-
Recreational Boating Facilities-Grant #RBF-1888	370.TA1	Direct Program	Direct	-	-	5,617	5,617	-
Total Department of Natural Resources				(2,960)	104,765	5,617	107,422	-
DEPARTMENT OF HEALTH SERVICES								
Communicable Disease Control & Prevention	435.155800	Direct Program	155800	(476)	3,043	179	2,746	-
Cons Contracts CHHD LD	435.157720	Direct Program	157720	-	706	1,455	2,161	-
Total Department of Health Services				(476)	3,749	1,634	4,907	-
DEPARTMENT OF JUSTICE								
Internet Crimes Against Children	455.284	Direct Program	Direct	-	683	-	683	-
Law Enforcement Training Program	455.231	Direct Program	Direct	-	8,160	-	8,160	-
Total Department of Justice				-	8,843	-	8,843	-
Total State Programs				$ (3,436)	$ 117,357	$ 7,251	$ 121,172	$ -

See accompanying Notes to Schedules of Expenditures of Federal and State Awards.

NOTE 1 BASIS OF PRESENTATION

The accompanying Schedules of Expenditures of Federal and State Awards for the City of De Pere, Wisconsin, are presented in accordance with the requirements of the *Wisconsin Department of Health Services Guidance* issued by the Wisconsin Department of Health Services.

The Schedules of Expenditures of Federal and State Awards include all federal and state awards of the City and are not intended to and do not present the financial position, changes in financial position or cash flows of the City.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

Revenues and expenditures in the schedules are presented in accordance with the modified accrual basis of accounting and are generally in agreement with revenues and expenditures reported in the City's 2024 fund financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Accrued revenue at year-end consists of federal and state program expenditures scheduled for reimbursement to the City in the succeeding year while unearned revenue represents advances for federal and state programs that exceed recorded City expenditures. Because of subsequent program adjustments, these amounts may differ from the prior year's ending balances. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

The City has not elected to charge a de minimis indirect cost rate of 10% of modified total direct costs.

NOTE 3 OVERSIGHT AGENCIES

The federal and state oversight agencies for the City are as follows:

Federal – U.S. Department of Treasury
State – Wisconsin Department of Natural Resources

NOTE 4 STATE OF WISCONSIN COMMUNITY AIDS REPORTING SYSTEM

The Wisconsin Departments of Health Services (DHS) utilizes the Grant Enrollment Application Reporting System (GEARS) for reimbursing the City for various federal and state program expenditures. The expenditures reported on the Schedules of Expenditures of Federal and State Awards for various DHS programs agree with the expenditures reported on the March 2025 GEARS for the Public Health Department.

CITY OF DE PERE, WISCONSIN
SUMMARY OF AUDIT RESULTS
YEAR ENDED DECEMBER 31, 2024

Section I – Summary of the Auditors' Results

Basic Financial Statements

1.	Type of auditors' report issued:	Unmodified			
2.	Internal control over financial reporting:				
	• Material weakness(es) identified?	X	yes		no
	• Significant deficiency(ies) identified?	X	yes		none reported
3.	Noncompliance material to basic financial statements or the *Wisconsin Department of Health Services Audit Guide*?		yes	X	no

Section II – Internal Control Over Financial Reporting Findings

2024-001 Preparation of Annual Financial Report

Repeat of Finding 2023-001

Type of Finding

Significant deficiency in internal control over financial reporting.

Condition

Current City staff maintains accounting records which reflect the City's financial transactions; however, preparing the City's annual financial report, including note disclosures, involves the selection and application of specific accounting principles which would require additional experience and knowledge. The City contracts with us and our knowledge of applicable accounting principles, financial statement format, and note disclosures to assist in the preparation of the annual financial report in an efficient manner. Management reviews, approves, and takes responsibility for the fair presentation of the financial statements. However, as independent auditors, CLA cannot be considered part of the City's internal control system. As part of its internal control over preparation of its financial statements, including disclosures, the City had implemented a comprehensive review procedure to ensure that the financial statements, including note disclosures, are complete and accurate.

Criteria or Specific Requirement

The preparation and review of the annual financial report by staff with expertise in financial reporting is an internal control intended to prevent, detect, and correct a potential omission or misstatement in the financial statements or notes or other required State Financial reports.

Cause

City management has determined that the additional costs associated with training staff to become experienced in applicable accounting principles and note disclosures outweigh the derived benefits.

Effect

Without our involvement, the City may not be able to completely prepare an annual financial report in accordance with accounting principles generally accepted in the United States of America.

Recommendation

We recommend the City continue reviewing the annual financial report. Such review procedures should be performed by an individual possessing a thorough understanding accounting principles generally accepted in the United States of America and knowledge of the City's activities and operations. While it may not be cost beneficial to train additional staff to completely prepare the report, a thorough review of this information by appropriate staff of the City is necessary to obtain a complete and adequate understanding of the City's annual financial report.

View of Responsible Officials and Planned Corrective Actions

There is no disagreement with the audit finding.

Section II – Internal Control Over Financial Reporting (Continued)

2024-002 Adjustments to the City's Financial Records

Type of Finding

Material Weakness in Internal Control over Financial Reporting

Condition

As part of our audit, we proposed adjusting journal entries to the City's financial statements.

Criteria or Specific Requirement

Adjusting journal entries proposed by the auditors are considered to be an internal control deficiency.

Cause

While City staff maintains financial records which accurately report revenues and expenditures throughout the year, preparing year-end adjusting and closing entries requires additional expertise that would entail additional training and staff time to develop.

Effect

Year-end financial records prepared by the City may contain misstatements.

Recommendation

We recommend the City continue reviewing the adjusting, closing and Governmental Accounting Standards Board Statement No. 34 (GASB 34) conversion entries. While it may not be cost beneficial to hire additional staff to prepare these items, a thorough review of this information by appropriate staff of the City is necessary to obtain an adequate understanding of the City's financial reports.

View of Responsible Officials and Planned Corrective Actions

There is no disagreement with this finding. Management has reviewed and approved the financial statements and other information prior to issuance.

Section III – State Award Compliance Findings

Our audit did not disclose any matters required to be reported in accordance with the *Department of Health Services Audit Guide*.

Section IV – Other Issues

1. Does the auditor have substantial doubt as to the auditee's ability to continue as a going concern? No

2. Does the audit report show audit issues (i.e. material non-compliance, non-material non-compliance, questioned cost, material weakness, significant deficiencies, management letter comment, excess revenue or excess reserve) related to grant/contracts with funding agencies that require audits to be in accordance with the *Department of Health Services Audit Guide:* No

3. Was a Management Letter or other document conveying audit comments issued as a result of this audit? No

4. Name and signature of partner

Scott Sternhagen, CPA

5. Date of report July 8, 2025

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SEC-registered investment advisor.

City of De Pere, Wisconsin **1.12**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Recommendation from the License Committee on a Class "B" fermented malt beverage/"Class B" intoxicating liquor license renewal application for El Bistro Taco for the licensing period of July 1, 2025 through June 30, 2026.
RECOMMENDED ACTION:	Approval of request

El Bistro Taco was first issued a liquor license in March of this year. Their move to their new De Pere location was delayed, and so the renewal application is being considered now before their scheduled opening the first week of August.

ATTACHMENTS:
El Bistro Taco - AB-200, El Bistro Taco - AB-101

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	De Pere
License Period	2025-2026

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer . . . . . $ _____
- ☑ Class "B" Beer . . . . . $ _____
- ☐ "Class A" Liquor . . . . . $ _____
- ☑ "Class B" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____

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

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Dina L Duarte Reyes

2. Business Trade Name or DBA
El Bistro Taco

3. FEIN
84-3498321

4. Wisconsin Seller's Permit Number
456-1022418372-04

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization
WI

7. Date of Organization
10/28/2019

8. Wisconsin DFI Registration Number
E054723

9. Premises Address
400 Reid St Suite M

10. City
De Pere

11. State
WI

12. Zip Code
54115

13. County
Brown

14. Governing Municipality: ☑ City ☐ Town ☐ Village
of: De Pere

15. Aldermanic District

16. Premises Phone
(920) 857-3939

17. Premises Email
el.bistro.taco@gmail.com

18. Website

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
The premises is located at 400 Reid St De Pere. Building has 3,255 SF and includes only the first floor restaurant, dining area, kitchen, back storage/walkin cooler and freezer.

20. Mailing Address (if different from premises address)
2259 S Oneida St

21. City
Green Bay

22. State
WI

23. Zip Code
54304

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed

Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed

Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☑ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☑ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☑ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☑ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☑ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Duarte Reyes	Dina	Owner	(920) 242-9006

Part D: Attestation

One of the following must sign and attest to this application:

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

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

Last Name	First Name	M.I.
Duarte Reyes	Dina	L

Title	Email	Phone
Owner	el.bistro.taco@gmail.com	(920) 242-9006

Signature	Date
	07/09/2025

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

City of De Pere, Wisconsin **1.13**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Recommendation from the License Committee on a request by Austin Remington-Strombach to appear regarding the denial of his operator license application.
RECOMMENDED ACTION:	.

ATTACHMENTS:
Remington-Strombach, A, Alcohol Beverage Licenses - Enforcement Policy Guidelines - final copy

CITY OF DE PERE
ALCOHOL BEVERAGE LICENSES
ENFORCEMENT POLICY GUIDELINES

Intent. It is the responsibility of the License Committee ("Committee") of the De Pere Common Council to screen applications for alcohol beverage licenses within the City of De Pere ("City") and to make recommendations to the Common Council for its decision under the City's licensing authority in Chapter 125 of the Wisconsin Statutes and Chapter 7 of the De Pere Municipal Code. The Committee adopts the following guidelines in order to specify the reasons for denying, non-renewing or revoking an alcohol beverage license. If a decision is made to deny, revoke, suspend or non-renew a license, the Council is required to provide that person with a written reason for the denial. These guidelines are adopted to assist the Committee in its reviews and recommendations and the Common Council in its decision-making, to meet that requirement.

The following guidelines are established by the Committee to provide a framework for determining which persons are eligible for issuance of an alcohol beverage license (*i.e.* grounds for denial) and a framework for suspension, revocation or non-renewal. **Broad discretion is retained by both the Committee and the Common Council to consider each case on an individual basis. Deviation from the guidelines is permitted if unusual, exaggerated or mitigating circumstances exist, which may include, but are not limited to, the particular circumstances documented or the length of time that has expired since the offense.**

Alcohol beverage license holders must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunk driving laws, and assist with minimizing disturbances of the peace and maintaining the safety of the community. Individuals with a past history of negative or uncooperative contacts with police agencies should be scrutinized to determine if their past behavior is compatible with these expectations; provided, however, that the Committee and the Common Council shall not discriminate against applicants based on a prior arrest or conviction record, pursuant to Wis. Stat. §§ 111.321, 111.322, 111.335 and 125.12(1)(b), unless the arrests or convictions substantially relate to the circumstances of the licensed activity. It is with these goals in mind that these guidelines are adopted.

For purposes of these guidelines, an "alcohol beverage license," "license" or "permit" constitutes a retail license or an operator's license. Additionally, the definition of "person" is as defined in Wis. Stat. § 125.02(14). Therefore, these guidelines also apply to corporations, limited liability companies, agents, and partnerships. A corporation or limited liability company with an arrest or conviction record may be issued a license if the corporation or limited liability company has terminated its relationship with all the individuals whose actions directly contributed to the conviction. **Furthermore, to the extent Wis. Stat. Ch. 125 or De Pere Ordinances provide additional grounds for denial, suspension, revocation or non-renewal, the Committee may also rely on those provisions.**

The Common Council will only deny renewal of, suspend or revoke a current alcohol beverage license under these guidelines, or other justification provided by law, if the person committed an offense substantially related to the licensed activity within the license year period immediately preceding the year for which the person is seeking renewal or within the license year period in which suspension or revocation is sought, unless the Police Chief demonstrates that previous offenses were not considered in the approval of the current license. In the event the person is considered for non-renewal, suspension or revocation as the result of such an offense, the Committee and Common Council shall consider all offenses,

regardless of when they occurred, to determine application of these guidelines.

Additionally, with respect to a non-natural person, such person's license may be revoked, suspended or non-renewed in the event a new officer, director, member, or manager, is named and such person does not qualify under these guidelines; with the exception that a corporation or limited liability company may retain its license if it terminates its relationship with all the individuals whose actions directly contributed to the conviction. With respect to successor agents, see Wis. Stat. § 125.04(6).

Notwithstanding the above, the following violations may not be used as grounds for suspension, revocation or non-renewal of an existing license:

1. Furnishing alcohol beverages to underage persons (unless the licensee has committed more than one (1) violation within a one (1) year period, or has committed a single violation in two consecutive years); or
2. Violations punishable under Wis. Stat. § 945.03(2m), 945.04(2m) or 945.05(1m) (relating to commercial gambling and gambling devices).

A copy of these guidelines shall be provided to each person who applies for a license.

GUIDELINES

Guideline 1. If the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of any felony, unless duly pardoned, does not qualify for an alcohol beverage license. (To the extent the other guidelines reference a specific offense, this guideline shall apply if the offense constitutes a felony.)

Guideline 2. If the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of, released from incarceration in a State or Federal Prison System, or a county jail for, or released from parole or probation status, for two (2) or more offenses, **arising out of separate incidents,** within the last ten (10) years in the following subcategories, does not qualify for an alcohol beverage license:

(a) Violent crimes against the person of another, including but not limited to homicide, aggravated battery, sexual assault, injury by negligent use of a weapon, injury by negligent use of a vehicle, or injury by intoxicated use of a vehicle.
(b) Crimes involving cooperation (or lack thereof) with law enforcement officials, including but not limited to, obstructing a police officer, resisting arrest, bribery of public officers or employees, misconduct in public office, bomb scares, or acts or threats of terrorism.
(c) Manufacturing, distributing, delivering a controlled substance or a controlled substance analog; possessing with intent to manufacture, distribute or deliver, a controlled substance or a controlled substance analog.

Guideline 3. Provided the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of, released from incarceration in a State or Federal Prison System, or a county jail for, or released from parole or probation status, for two (2) or more offenses, **arising out of separate incidents,** within the last seven (7) years in the following subcategories, does not qualify for an alcohol beverage license:

(a) Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitution related offenses, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.

(b) Alcohol beverage offenses (under Wis. Stat. Ch. 125 or De Pere Ordinance Ch. 7 - excluding administrative violations such as "failure to frame license") **(furnishing alcohol beverages to underage persons shall not be used as grounds for suspension, revocation, or non-renewal of an existing license unless the licensee has committed two (2) violations within a one (1) year period, or committed a single violation in two consecutive years)**.

(c) Perjury or false swearing, wherein the offense involves an incident at a place that is or should have been licensed under Wis. Stat. Ch. 125.

(d) Possessing a controlled substance, controlled substance analog or drug paraphernalia.

(e) Operating a motor vehicle while under the influence of intoxicants or drugs.

(f) Operating a motor vehicle with a BAC in excess of .08% by weight.

(g) Open intoxicants in public places or in a motor vehicle.

Guideline 4. Provided the offenses are **substantially related to the circumstances of the licensed activity**, any person who is a habitual law offender does not qualify for an alcohol beverage license. To constitute a habitual law offender there need not have been a trial or conviction for each or any offense. What is required is that the offenses were committed, that the law has been violated, and that the fact of such violations can be shown. *See Smith v. City of Oak Creek*, 139 Wis. 2d 788 (1987). For purposes of these guidelines, a habitual offender includes, but is not limited to a person who has committed two (2) or more offenses, each a separate incident, within the immediately preceding five (5) years.

Guideline 5. Provided the offenses are **substantially related to the circumstances of the licensed activity**, a pending criminal charge for any of the following offenses may be the basis for denial, non-renewal, suspension or revocation of an alcohol beverage license:

(a) Any violation of Wis. Stat. Chapter 940, Crimes Against Life and Bodily Security.

(b) The following violations of Wis. Stat. Chapter 948: sexual assault of a child, repeated sexual assault of the same child, physical abuse of a child, sexual exploitation of a child, trafficking of a child, causing a child to view or listen to sexual activity, incest with a child, child enticement, use of a computer to facilitate a child sex crime, soliciting a child for prostitution, sexual assault of a child placed in substitute care, sexual assault of a child by school staff person or a person who works or volunteers with children.

(c) A violent crime against a child.

(d) A violation of the law of another jurisdiction that would be a violation of (a), (b), or (c) if committed in this state.

Guideline 6. In addition to the other provisions under these guidelines, pursuant to Wis. Stat § 125.12, a person's alcohol beverage license may be denied, non-renewed, suspended or revoked if the person:

(a) Keeps or maintains a disorderly or riotous, indecent or improper house.

(b) Sold or has given away alcohol beverages to known habitual drunkards.

(c) Does not possess the qualifications under Chapter 125 of the Wisconsin Statutes and Chapter 7 of the De Pere Municipal Code to hold a license.

(d) Was issued a license in conjunction with a warning letter as to any future law violations, regardless of whether the basis for the warning letter was conduct occurring earlier or outside of any of the time limits set forth in Guidelines 2, 3 and 4 above, and has committed a law violation subsequent to the issuance of the warning letter.

Guideline 7. Any person who materially falsifies an application for an alcohol beverage license will not be eligible to re-apply for an alcohol beverage license for a period of twelve (12) months from the **date of denial** of such application. The Committee within its review and recommendation process and the Common Council may waive the provisions of this paragraph, allow the applicant to submit a corrected application, with the appropriate fee, and grant an alcohol beverage license to the person, if it appears to the Common Council that any falsifications on the application were the result of inadvertence, excusable neglect or mistake.

Guideline 8. In the event that any person's alcohol beverage license is denied, non-renewed, suspended or revoked based upon the person's conviction record, the person shall be allowed the opportunity to show evidence of rehabilitation and fitness to engage in the licensed activity. If the person shows competent evidence of sufficient rehabilitation and fitness to perform the licensed activity, the Committee may not refuse to license the person or bar or terminate the person from licensing based on that conviction record unless the conviction is for an exempt offense under Wis. Stat. § 111.335(4). Competent evidence of sufficient rehabilitation and fitness to perform the licensed activity may be established by the production of any of the following:

(a) The person's most recent certified copy of a federal department of defense form DD-214 showing the person's honorable discharge, or separation under honorable conditions, from the U.S. armed forces for military service rendered following conviction for any offense that would otherwise disqualify the person from the license sought, except that the discharge form is not competent evidence of sufficient rehabilitation and fitness to perform the licensed activity if the person was convicted of any misdemeanor or felony subsequent to the date of the honorable discharge or separation from military service.

(b) A copy of the local, state, or federal release document; and either a copy of the relevant department of corrections document showing completion of probation, extended supervision, or parole; or other evidence that at least one year has elapsed since release from any local, state, or federal correctional institution without subsequent conviction of a crime along with evidence showing compliance with all terms and conditions of probation, extended supervision, or parole.

(c) In addition to the above documentary evidence, the Committee will consider any of the following evidence presented by the individual:
   i. Evidence of the nature and seriousness of any offense of which he or she was convicted.
   ii. Evidence of all circumstances relative to the offense, including mitigating circumstances or social conditions surrounding the commission of the offense.
   iii. The age of the person at the time the offense was committed.
   iv. The length of time that has elapsed since the offense was committed.
   v. Letters of reference by individuals who have been in contact with the person since the person's release from any local, state, or federal correctional institution.
   vi. All other relevant evidence of rehabilitation and present fitness presented.

Severability. If any section, subsection, sentence or phrase of this Policy is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such

decision shall not affect the validity of any other section, subsection, sentence, clause or phrase.

Conflict. Any impermissible conflict between Wis. Stat. Ch. 125, Ch. 7 of the De Pere Municipal Code and this policy shall be decided on the order of precedence which shall be the order listed in this sentence.

This policy will go into effect on the 3rd day of March, 2020.

City of De Pere, Wisconsin **1.14**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Recommendation from the License Committee on a request by Alfred Nelson to appear regarding the denial of his operator license application.
RECOMMENDED ACTION:	.

ATTACHMENTS:
Nelson, A

City of De Pere, Wisconsin **1.15**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Development Services
FROM:	Quasan Shaw, Community & Economic Development Specialist
SUBJECT:	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.
RECOMMENDED ACTION:	Approve request for Home Improvement Loan

See attached memo.

ATTACHMENTS:
(DR-2501) Pikus Review Memo2_ 07152025, Estimate#4 Kristy Pikus, Pikus Housing Loan Amortization2_ 07092025

CITY OF DE PERE
MEMO

To: Redevelopment Authority
From: Quasan Shaw, Economic Development Planner
Date: July 15, 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 RDA and Common Council both approved the loan previously, however the cost of materials has increased, and the applicant is resubmitting for a higher amount to cover materials. The original loan amount was $29,941.22 and the new amount is $34,151.43 with a difference of $4,210.21. The City of De Pere has not closed on the previously approved loan.

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 $34,151.43. *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				
Materials	See estimates	$10,161	Yes	
Construction Services	See estimates	$23,990	Yes	
	Total	**$34,151.43**		
	Total Eligible Cost	**$34,151.43**		
		$34,151.43		**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 $34,151.43 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 $34,151.43, 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.

Mox Carpentry LLC

2719 Pine Grove Avenue
Sheboygan, WI 53083
(920)207-4032
MoxCarpentryLLC@gmail.com
Fax No. (920)395-2279

Estimate

Date	Estimate #
7/10/2025	544-4

Name / Address
Kristy Pikus 606 N.Clay street De Pere WI 54115

Description	Total
Project Scope of Work THIS ESTIMATE INCLUDES PERMITS FOR CONSTRUCTING,PLUMBING AND ELECTRICAL WORK Kitchen Remodel & Basement Bathroom Addition 1. Kitchen Remodeling (Main Floor) Demolition & Preparation Remove and properly dispose of existing kitchen cabinets. Prepare surfaces for new cabinet installation. Plumbing & Mechanical Install new water lines for dishwasher. Install ductwork for kitchen hood ventilation Reuse existing kitchen sink with proper reconnection. Cabinetry & Surfaces Install new kitchen cabinets. Install quartz countertops up to $2300 Install subway tile backsplash Flooring & Finishing Repair existing kitchen flooring as needed for a clean, finished look 2. Basement Bathroom Addition Framing & Drywall Frame all walls required for the new bathroom layout. Frame and install ceiling using tongue-and-groove ceiling tiles. Install drywall on walls ; tape, sand, and paint to a finished standard. Plumbing Installation Install plumbing connections for: Shower stall Toilet Vanity sink Fixtures & Finishes install prefabricated shower stall. Install toilet and vanity unit. Install new door and all associated trim work. Install LVT flooring throughout the new bathroom. Customer is providing Kitchen cabinets,appliances,all plumbing fixtures shower stall,toilet ,vanity.... We are providing rough materials such is 2x4 drywall nails screws... Please sign next to the (X) below to signify that you accept this estimate and will allow MOX to begin your desired project. After signing a payment of $ 4250 will be required to purchase the necessary materials before the project begins. sign X_____ Date:_____/_____/_____ print X_____	23,990.00
	Total

Mox Carpentry LLC

2719 Pine Grove Avenue
Sheboygan, WI 53083
(920)207-4032
MoxCarpentryLLC@gmail.com
Fax No. (920)395-2279

Estimate

Date	Estimate #
7/10/2025	544-4

Name / Address
Kristy Pikus 606 N.Clay street De Pere WI 54115

Description	Total
Material List: Menards	3,250.00
Go toBroan® 80 CFM Humidity Sensing Ventilation Fan with CleanCover™ Grilledetail page. SKU: 6112359	
Go toWinflo® 36" Convertible Wall Mount Range Hooddetail page.Model #: M-W103C36	
Go toTuscany® Tortona 38"W x 38"D x 80"H White Neo-Angle Shower with Corner Drain & Matte Black Enclosure (4-Piece)detail page. SKU: 6954426	
Go toArmstrong® Ceilings Country Classic™ Plank 6" x 48" White Woodgrain Beveled Tongue & Groove Ceiling Plankdetail page. SKU: 5172001	
Great Lakes Quest Series Gray Dusk 12" x 24" x 6mm Floating Luxury Vinyl Tile Flooring (16 sq.ft/ctn)detail page. SKU: 7256363	
Go toDreamwerks® Tahoe 2-Piece White Tall Elongated Toiletdetail page.SKU: 6704590	
Go toYASINU Matte Black 5-Spray Shower Faucetdetail page. Model #: YNA3508-MB	
Armstrong® Easy Up® Ceiling Grid Metal Tracksdetail page.SKU: 5172809	
Armstrong® Easy Up® Ceiling Grid Metal Clipsdetail page.SKU: 5172808	
Project Name: Kitchen Klearvue Cabinetry Design Id: 3123558497419	5,999.52
Home Depot: Bathroom Lighting $86.43 Amazon: Vanity $369.99 Floating Shelves Kitchen & Bath $350.00 Wayfair: Bathroom Mirror $105.49	911.91
Total	$34,151.43

De Pere Home Improvement Loan
Loan Amortization Schedule

ENTER VALUES		LOAN SUMMARY	
Loan amount	$34,151.43	*Scheduled payment*	$231.11
Interest rate	2.71%	*Scheduled number of payments*	180
Loan term in years	15	*Actual number of payments*	180
Payments made per year	12	*Years saved off original loan term*	0.00
Loan repayment start date	12/15/2025	*Total early payments*	$0.00
		Total interest	$7,448.28
Optional extra payments	$0.00	**LENDER NAME**	City of De Pere

Current 10 Year Treasury Note
4/28/2025
4.21%

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	12/15/2025	$34,151.43	$231.11	$231.11	$153.98	$77.13	$33,997.45	$77.13
2	1/15/2026	$33,997.45	$231.11	$231.11	$154.33	$76.78	$33,843.11	$153.90
3	2/15/2026	$33,843.11	$231.11	$231.11	$154.68	$76.43	$33,688.43	$230.33
4	3/15/2026	$33,688.43	$231.11	$231.11	$155.03	$76.08	$33,533.40	$306.41
5	4/15/2026	$33,533.40	$231.11	$231.11	$155.38	$75.73	$33,378.02	$382.14
6	5/15/2026	$33,378.02	$231.11	$231.11	$155.73	$75.38	$33,222.29	$457.52
7	6/15/2026	$33,222.29	$231.11	$231.11	$156.08	$75.03	$33,066.21	$532.55
8	7/15/2026	$33,066.21	$231.11	$231.11	$156.43	$74.67	$32,909.78	$607.22
9	8/15/2026	$32,909.78	$231.11	$231.11	$156.79	$74.32	$32,752.99	$681.54
10	9/15/2026	$32,752.99	$231.11	$231.11	$157.14	$73.97	$32,595.84	$755.51
11	10/15/2026	$32,595.84	$231.11	$231.11	$157.50	$73.61	$32,438.35	$829.12
12	11/15/2026	$32,438.35	$231.11	$231.11	$157.85	$73.26	$32,280.49	$902.38
13	12/15/2026	$32,280.49	$231.11	$231.11	$158.21	$72.90	$32,122.29	$975.28
14	1/15/2027	$32,122.29	$231.11	$231.11	$158.57	$72.54	$31,963.72	$1,047.82
15	2/15/2027	$31,963.72	$231.11	$231.11	$158.92	$72.18	$31,804.79	$1,120.01
16	3/15/2027	$31,804.79	$231.11	$231.11	$159.28	$71.83	$31,645.51	$1,191.83
17	4/15/2027	$31,645.51	$231.11	$231.11	$159.64	$71.47	$31,485.87	$1,263.30
18	5/15/2027	$31,485.87	$231.11	$231.11	$160.00	$71.11	$31,325.86	$1,334.40
19	6/15/2027	$31,325.86	$231.11	$231.11	$160.37	$70.74	$31,165.50	$1,405.15
20	7/15/2027	$31,165.50	$231.11	$231.11	$160.73	$70.38	$31,004.77	$1,475.53
21	8/15/2027	$31,004.77	$231.11	$231.11	$161.09	$70.02	$30,843.68	$1,545.55
22	9/15/2027	$30,843.68	$231.11	$231.11	$161.45	$69.66	$30,682.23	$1,615.20
23	10/15/2027	$30,682.23	$231.11	$231.11	$161.82	$69.29	$30,520.41	$1,684.50
24	11/15/2027	$30,520.41	$231.11	$231.11	$162.18	$68.93	$30,358.22	$1,753.42
25	12/15/2027	$30,358.22	$231.11	$231.11	$162.55	$68.56	$30,195.67	$1,821.98
26	1/15/2028	$30,195.67	$231.11	$231.11	$162.92	$68.19	$30,032.75	$1,890.17
27	2/15/2028	$30,032.75	$231.11	$231.11	$163.29	$67.82	$29,869.47	$1,958.00
28	3/15/2028	$29,869.47	$231.11	$231.11	$163.65	$67.46	$29,705.81	$2,025.45
29	4/15/2028	$29,705.81	$231.11	$231.11	$164.02	$67.09	$29,541.79	$2,092.54

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
30	5/15/2028	$29,541.79	$231.11	$231.11	$164.39	$66.72	$29,377.40	$2,159.25
31	6/15/2028	$29,377.40	$231.11	$231.11	$164.77	$66.34	$29,212.63	$2,225.60
32	7/15/2028	$29,212.63	$231.11	$231.11	$165.14	$65.97	$29,047.49	$2,291.57
33	8/15/2028	$29,047.49	$231.11	$231.11	$165.51	$65.60	$28,881.98	$2,357.17
34	9/15/2028	$28,881.98	$231.11	$231.11	$165.88	$65.23	$28,716.10	$2,422.39
35	10/15/2028	$28,716.10	$231.11	$231.11	$166.26	$64.85	$28,549.84	$2,487.24
36	11/15/2028	$28,549.84	$231.11	$231.11	$166.63	$64.48	$28,383.20	$2,551.72
37	12/15/2028	$28,383.20	$231.11	$231.11	$167.01	$64.10	$28,216.19	$2,615.82
38	1/15/2029	$28,216.19	$231.11	$231.11	$167.39	$63.72	$28,048.81	$2,679.54
39	2/15/2029	$28,048.81	$231.11	$231.11	$167.77	$63.34	$27,881.04	$2,742.88
40	3/15/2029	$27,881.04	$231.11	$231.11	$168.14	$62.96	$27,712.90	$2,805.85
41	4/15/2029	$27,712.90	$231.11	$231.11	$168.52	$62.58	$27,544.37	$2,868.43
42	5/15/2029	$27,544.37	$231.11	$231.11	$168.91	$62.20	$27,375.47	$2,930.63
43	6/15/2029	$27,375.47	$231.11	$231.11	$169.29	$61.82	$27,206.18	$2,992.46
44	7/15/2029	$27,206.18	$231.11	$231.11	$169.67	$61.44	$27,036.51	$3,053.90
45	8/15/2029	$27,036.51	$231.11	$231.11	$170.05	$61.06	$26,866.46	$3,114.96
46	9/15/2029	$26,866.46	$231.11	$231.11	$170.44	$60.67	$26,696.02	$3,175.63
47	10/15/2029	$26,696.02	$231.11	$231.11	$170.82	$60.29	$26,525.20	$3,235.92
48	11/15/2029	$26,525.20	$231.11	$231.11	$171.21	$59.90	$26,353.99	$3,295.82
49	12/15/2029	$26,353.99	$231.11	$231.11	$171.59	$59.52	$26,182.40	$3,355.34
50	1/15/2030	$26,182.40	$231.11	$231.11	$171.98	$59.13	$26,010.42	$3,414.47
51	2/15/2030	$26,010.42	$231.11	$231.11	$172.37	$58.74	$25,838.05	$3,473.21
52	3/15/2030	$25,838.05	$231.11	$231.11	$172.76	$58.35	$25,665.29	$3,531.56
53	4/15/2030	$25,665.29	$231.11	$231.11	$173.15	$57.96	$25,492.14	$3,589.52
54	5/15/2030	$25,492.14	$231.11	$231.11	$173.54	$57.57	$25,318.60	$3,647.09
55	6/15/2030	$25,318.60	$231.11	$231.11	$173.93	$57.18	$25,144.67	$3,704.26
56	7/15/2030	$25,144.67	$231.11	$231.11	$174.32	$56.79	$24,970.35	$3,761.05
57	8/15/2030	$24,970.35	$231.11	$231.11	$174.72	$56.39	$24,795.63	$3,817.44
58	9/15/2030	$24,795.63	$231.11	$231.11	$175.11	$56.00	$24,620.52	$3,873.44
59	10/15/2030	$24,620.52	$231.11	$231.11	$175.51	$55.60	$24,445.01	$3,929.04
60	11/15/2030	$24,445.01	$231.11	$231.11	$175.90	$55.20	$24,269.10	$3,984.24
61	12/15/2030	$24,269.10	$231.11	$231.11	$176.30	$54.81	$24,092.80	$4,039.05
62	1/15/2031	$24,092.80	$231.11	$231.11	$176.70	$54.41	$23,916.10	$4,093.46
63	2/15/2031	$23,916.10	$231.11	$231.11	$177.10	$54.01	$23,739.00	$4,147.47
64	3/15/2031	$23,739.00	$231.11	$231.11	$177.50	$53.61	$23,561.50	$4,201.08
65	4/15/2031	$23,561.50	$231.11	$231.11	$177.90	$53.21	$23,383.60	$4,254.29
66	5/15/2031	$23,383.60	$231.11	$231.11	$178.30	$52.81	$23,205.30	$4,307.10
67	6/15/2031	$23,205.30	$231.11	$231.11	$178.70	$52.41	$23,026.60	$4,359.51
68	7/15/2031	$23,026.60	$231.11	$231.11	$179.11	$52.00	$22,847.49	$4,411.51
69	8/15/2031	$22,847.49	$231.11	$231.11	$179.51	$51.60	$22,667.98	$4,463.10
70	9/15/2031	$22,667.98	$231.11	$231.11	$179.92	$51.19	$22,488.06	$4,514.30
71	10/15/2031	$22,488.06	$231.11	$231.11	$180.32	$50.79	$22,307.74	$4,565.08
72	11/15/2031	$22,307.74	$231.11	$231.11	$180.73	$50.38	$22,127.01	$4,615.46

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
73	12/15/2031	$22,127.01	$231.11	$231.11	$181.14	$49.97	$21,945.87	$4,665.43
74	1/15/2032	$21,945.87	$231.11	$231.11	$181.55	$49.56	$21,764.32	$4,714.99
75	2/15/2032	$21,764.32	$231.11	$231.11	$181.96	$49.15	$21,582.36	$4,764.14
76	3/15/2032	$21,582.36	$231.11	$231.11	$182.37	$48.74	$21,399.99	$4,812.88
77	4/15/2032	$21,399.99	$231.11	$231.11	$182.78	$48.33	$21,217.21	$4,861.21
78	5/15/2032	$21,217.21	$231.11	$231.11	$183.19	$47.92	$21,034.01	$4,909.13
79	6/15/2032	$21,034.01	$231.11	$231.11	$183.61	$47.50	$20,850.41	$4,956.63
80	7/15/2032	$20,850.41	$231.11	$231.11	$184.02	$47.09	$20,666.38	$5,003.72
81	8/15/2032	$20,666.38	$231.11	$231.11	$184.44	$46.67	$20,481.95	$5,050.39
82	9/15/2032	$20,481.95	$231.11	$231.11	$184.85	$46.26	$20,297.09	$5,096.64
83	10/15/2032	$20,297.09	$231.11	$231.11	$185.27	$45.84	$20,111.82	$5,142.48
84	11/15/2032	$20,111.82	$231.11	$231.11	$185.69	$45.42	$19,926.13	$5,187.90
85	12/15/2032	$19,926.13	$231.11	$231.11	$186.11	$45.00	$19,740.02	$5,232.90
86	1/15/2033	$19,740.02	$231.11	$231.11	$186.53	$44.58	$19,553.49	$5,277.48
87	2/15/2033	$19,553.49	$231.11	$231.11	$186.95	$44.16	$19,366.54	$5,321.64
88	3/15/2033	$19,366.54	$231.11	$231.11	$187.37	$43.74	$19,179.17	$5,365.37
89	4/15/2033	$19,179.17	$231.11	$231.11	$187.80	$43.31	$18,991.37	$5,408.69
90	5/15/2033	$18,991.37	$231.11	$231.11	$188.22	$42.89	$18,803.15	$5,451.57
91	6/15/2033	$18,803.15	$231.11	$231.11	$188.65	$42.46	$18,614.50	$5,494.04
92	7/15/2033	$18,614.50	$231.11	$231.11	$189.07	$42.04	$18,425.43	$5,536.08
93	8/15/2033	$18,425.43	$231.11	$231.11	$189.50	$41.61	$18,235.93	$5,577.69
94	9/15/2033	$18,235.93	$231.11	$231.11	$189.93	$41.18	$18,046.01	$5,618.87
95	10/15/2033	$18,046.01	$231.11	$231.11	$190.36	$40.75	$17,855.65	$5,659.62
96	11/15/2033	$17,855.65	$231.11	$231.11	$190.79	$40.32	$17,664.86	$5,699.95
97	12/15/2033	$17,664.86	$231.11	$231.11	$191.22	$39.89	$17,473.65	$5,739.84
98	1/15/2034	$17,473.65	$231.11	$231.11	$191.65	$39.46	$17,282.00	$5,779.30
99	2/15/2034	$17,282.00	$231.11	$231.11	$192.08	$39.03	$17,089.92	$5,818.33
100	3/15/2034	$17,089.92	$231.11	$231.11	$192.51	$38.59	$16,897.40	$5,856.93
101	4/15/2034	$16,897.40	$231.11	$231.11	$192.95	$38.16	$16,704.45	$5,895.09
102	5/15/2034	$16,704.45	$231.11	$231.11	$193.39	$37.72	$16,511.07	$5,932.81
103	6/15/2034	$16,511.07	$231.11	$231.11	$193.82	$37.29	$16,317.25	$5,970.10
104	7/15/2034	$16,317.25	$231.11	$231.11	$194.26	$36.85	$16,122.99	$6,006.95
105	8/15/2034	$16,122.99	$231.11	$231.11	$194.70	$36.41	$15,928.29	$6,043.36
106	9/15/2034	$15,928.29	$231.11	$231.11	$195.14	$35.97	$15,733.15	$6,079.33
107	10/15/2034	$15,733.15	$231.11	$231.11	$195.58	$35.53	$15,537.57	$6,114.86
108	11/15/2034	$15,537.57	$231.11	$231.11	$196.02	$35.09	$15,341.55	$6,149.95
109	12/15/2034	$15,341.55	$231.11	$231.11	$196.46	$34.65	$15,145.09	$6,184.60
110	1/15/2035	$15,145.09	$231.11	$231.11	$196.91	$34.20	$14,948.18	$6,218.80
111	2/15/2035	$14,948.18	$231.11	$231.11	$197.35	$33.76	$14,750.83	$6,252.56
112	3/15/2035	$14,750.83	$231.11	$231.11	$197.80	$33.31	$14,553.03	$6,285.87
113	4/15/2035	$14,553.03	$231.11	$231.11	$198.24	$32.87	$14,354.79	$6,318.73
114	5/15/2035	$14,354.79	$231.11	$231.11	$198.69	$32.42	$14,156.10	$6,351.15
115	6/15/2035	$14,156.10	$231.11	$231.11	$199.14	$31.97	$13,956.96	$6,383.12

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
116	7/15/2035	$13,956.96	$231.11	$231.11	$199.59	$31.52	$13,757.37	$6,414.64
117	8/15/2035	$13,757.37	$231.11	$231.11	$200.04	$31.07	$13,557.33	$6,445.71
118	9/15/2035	$13,557.33	$231.11	$231.11	$200.49	$30.62	$13,356.83	$6,476.33
119	10/15/2035	$13,356.83	$231.11	$231.11	$200.95	$30.16	$13,155.89	$6,506.49
120	11/15/2035	$13,155.89	$231.11	$231.11	$201.40	$29.71	$12,954.49	$6,536.20
121	12/15/2035	$12,954.49	$231.11	$231.11	$201.85	$29.26	$12,752.64	$6,565.46
122	1/15/2036	$12,752.64	$231.11	$231.11	$202.31	$28.80	$12,550.33	$6,594.26
123	2/15/2036	$12,550.33	$231.11	$231.11	$202.77	$28.34	$12,347.56	$6,622.60
124	3/15/2036	$12,347.56	$231.11	$231.11	$203.22	$27.88	$12,144.33	$6,650.48
125	4/15/2036	$12,144.33	$231.11	$231.11	$203.68	$27.43	$11,940.65	$6,677.91
126	5/15/2036	$11,940.65	$231.11	$231.11	$204.14	$26.97	$11,736.51	$6,704.88
127	6/15/2036	$11,736.51	$231.11	$231.11	$204.60	$26.50	$11,531.90	$6,731.38
128	7/15/2036	$11,531.90	$231.11	$231.11	$205.07	$26.04	$11,326.84	$6,757.42
129	8/15/2036	$11,326.84	$231.11	$231.11	$205.53	$25.58	$11,121.31	$6,783.00
130	9/15/2036	$11,121.31	$231.11	$231.11	$205.99	$25.12	$10,915.31	$6,808.12
131	10/15/2036	$10,915.31	$231.11	$231.11	$206.46	$24.65	$10,708.85	$6,832.77
132	11/15/2036	$10,708.85	$231.11	$231.11	$206.93	$24.18	$10,501.93	$6,856.95
133	12/15/2036	$10,501.93	$231.11	$231.11	$207.39	$23.72	$10,294.54	$6,880.67
134	1/15/2037	$10,294.54	$231.11	$231.11	$207.86	$23.25	$10,086.67	$6,903.92
135	2/15/2037	$10,086.67	$231.11	$231.11	$208.33	$22.78	$9,878.34	$6,926.70
136	3/15/2037	$9,878.34	$231.11	$231.11	$208.80	$22.31	$9,669.54	$6,949.01
137	4/15/2037	$9,669.54	$231.11	$231.11	$209.27	$21.84	$9,460.27	$6,970.84
138	5/15/2037	$9,460.27	$231.11	$231.11	$209.75	$21.36	$9,250.53	$6,992.21
139	6/15/2037	$9,250.53	$231.11	$231.11	$210.22	$20.89	$9,040.31	$7,013.10
140	7/15/2037	$9,040.31	$231.11	$231.11	$210.69	$20.42	$8,829.61	$7,033.51
141	8/15/2037	$8,829.61	$231.11	$231.11	$211.17	$19.94	$8,618.44	$7,053.45
142	9/15/2037	$8,618.44	$231.11	$231.11	$211.65	$19.46	$8,406.80	$7,072.92
143	10/15/2037	$8,406.80	$231.11	$231.11	$212.12	$18.99	$8,194.67	$7,091.90
144	11/15/2037	$8,194.67	$231.11	$231.11	$212.60	$18.51	$7,982.07	$7,110.41
145	12/15/2037	$7,982.07	$231.11	$231.11	$213.08	$18.03	$7,768.99	$7,128.44
146	1/15/2038	$7,768.99	$231.11	$231.11	$213.56	$17.54	$7,555.42	$7,145.98
147	2/15/2038	$7,555.42	$231.11	$231.11	$214.05	$17.06	$7,341.38	$7,163.04
148	3/15/2038	$7,341.38	$231.11	$231.11	$214.53	$16.58	$7,126.85	$7,179.62
149	4/15/2038	$7,126.85	$231.11	$231.11	$215.01	$16.09	$6,911.83	$7,195.72
150	5/15/2038	$6,911.83	$231.11	$231.11	$215.50	$15.61	$6,696.33	$7,211.33
151	6/15/2038	$6,696.33	$231.11	$231.11	$215.99	$15.12	$6,480.34	$7,226.45
152	7/15/2038	$6,480.34	$231.11	$231.11	$216.47	$14.63	$6,263.87	$7,241.08
153	8/15/2038	$6,263.87	$231.11	$231.11	$216.96	$14.15	$6,046.91	$7,255.23
154	9/15/2038	$6,046.91	$231.11	$231.11	$217.45	$13.66	$5,829.45	$7,268.89
155	10/15/2038	$5,829.45	$231.11	$231.11	$217.94	$13.16	$5,611.51	$7,282.05
156	11/15/2038	$5,611.51	$231.11	$231.11	$218.44	$12.67	$5,393.07	$7,294.72
157	12/15/2038	$5,393.07	$231.11	$231.11	$218.93	$12.18	$5,174.14	$7,306.90
158	1/15/2039	$5,174.14	$231.11	$231.11	$219.42	$11.68	$4,954.72	$7,318.59

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
159	2/15/2039	$4,954.72	$231.11	$231.11	$219.92	$11.19	$4,734.80	$7,329.78
160	3/15/2039	$4,734.80	$231.11	$231.11	$220.42	$10.69	$4,514.38	$7,340.47
161	4/15/2039	$4,514.38	$231.11	$231.11	$220.91	$10.19	$4,293.46	$7,350.67
162	5/15/2039	$4,293.46	$231.11	$231.11	$221.41	$9.70	$4,072.05	$7,360.36
163	6/15/2039	$4,072.05	$231.11	$231.11	$221.91	$9.20	$3,850.14	$7,369.56
164	7/15/2039	$3,850.14	$231.11	$231.11	$222.41	$8.69	$3,627.72	$7,378.25
165	8/15/2039	$3,627.72	$231.11	$231.11	$222.92	$8.19	$3,404.81	$7,386.44
166	9/15/2039	$3,404.81	$231.11	$231.11	$223.42	$7.69	$3,181.39	$7,394.13
167	10/15/2039	$3,181.39	$231.11	$231.11	$223.92	$7.18	$2,957.46	$7,401.32
168	11/15/2039	$2,957.46	$231.11	$231.11	$224.43	$6.68	$2,733.03	$7,408.00
169	12/15/2039	$2,733.03	$231.11	$231.11	$224.94	$6.17	$2,508.09	$7,414.17
170	1/15/2040	$2,508.09	$231.11	$231.11	$225.45	$5.66	$2,282.65	$7,419.83
171	2/15/2040	$2,282.65	$231.11	$231.11	$225.95	$5.15	$2,056.69	$7,424.99
172	3/15/2040	$2,056.69	$231.11	$231.11	$226.46	$4.64	$1,830.23	$7,429.63
173	4/15/2040	$1,830.23	$231.11	$231.11	$226.98	$4.13	$1,603.25	$7,433.77
174	5/15/2040	$1,603.25	$231.11	$231.11	$227.49	$3.62	$1,375.76	$7,437.39
175	6/15/2040	$1,375.76	$231.11	$231.11	$228.00	$3.11	$1,147.76	$7,440.49
176	7/15/2040	$1,147.76	$231.11	$231.11	$228.52	$2.59	$919.24	$7,443.09
177	8/15/2040	$919.24	$231.11	$231.11	$229.03	$2.08	$690.21	$7,445.16
178	9/15/2040	$690.21	$231.11	$231.11	$229.55	$1.56	$460.66	$7,446.72
179	10/15/2040	$460.66	$231.11	$231.11	$230.07	$1.04	$230.59	$7,447.76
180	11/15/2040	$230.59	$231.11	$230.59	$230.07	$0.52	$0.00	$7,448.28

City of De Pere, Wisconsin **1.16**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Development Services
FROM:	Daniel Lindstrom, Development Services Director
SUBJECT:	Staff presentation and periodic update to the Comprehensive Plan Update Process.
RECOMMENDED ACTION:	No action as this item is for discussion purposes only.

ATTACHMENTS:
1. Plan Commission and CC Comprehensive Plan Update 06192025, 2. Plan Commission and CC Comprehensive Plan Update - GANTT Chart, 3. Imagine De Pere Comprehensive Plan - DRAFT DOCUMENT (July 2025)

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Common Council
Plan Commission
From: Daniel Lindstrom, Development Services Director
Peter Schleinz, Senior Planner/Zoning Administrator
Quasan Shaw, Economic Development Planner
Date: June 23, 2025

RE: **Staff Presentation and Periodic Update to the Comprehensive Plan Update Process**

This memorandum serves to provide the Plan Commission and Common Council with a status update to the Comprehensive Plan update and the milestones achieved since the project started several years ago.

Background
The initial intended approach for updating the City's Comprehensive Plan was fourfold:

(1) to reassess the plan in light of current market conditions, funding opportunities, and other emerging factors;

(2) to incorporate revised background data and demographic trends using 2020 U.S. Census information;

(3) to streamline the plan into a more user-friendly, accessible, and visually engaging document through modern formatting, updated tables, and enhanced graphics; and

(4) to develop a West Downtown Plan that complements and mirrors the framework and intent of the Cultural District Master Plan. This effort aims to ensure the Comprehensive Plan remains relevant, actionable, and responsive to both community priorities and current planning best practices.

One of the current challenges with Comprehensive Plans is that, unless a community qualifies for a CDBG Planning Grant, it must bear the cost of updating the plan independently. To provide context on the current contract and broader statewide trends: Comprehensive Plans first established under Section 66.1001 between 2000 and 2010 were supported by Wisconsin state funding and were typically highly detailed. However, as communities are now responsible for funding amendments themselves, budget limitations have naturally led to more concise and focused plans.

Rather than compiling extensive data reports, today’s Comprehensive Plans emphasize high-level planning principles while integrating sub-plans, Capital Improvement Plans (CIP), and other guiding documents. For context, the City received a $306,000 grant—coordinated with surrounding communities and Brown County—to develop its initial Comprehensive Plan. Adjusted for inflation, that amount would be approximately $525,000 today.

Following the original plan, Brown County amended the 2010 version by updating background data, maps, and required elements. They conducted six Plan Commission meetings to review revisions and held a single public open house, all for a cost of $12,800 (or approximately $19,000 in today's dollars). As another reference point, the 2018 Cultural District Master Plan was budgeted at $80,000 and was partially funded through outside sources. The initial scope for this effort included $80,000 for both the Comprehensive Plan Update and the West Downtown Vision Plan.

Notably, the original plans were often lengthy, cumbersome, and not easily navigable by the general public without significant time investment. Historically, most plans followed this structure:

(1) Executive Summary

(2) Extensive data and narratives addressing required elements

(3) Maps

(4) Recommendations per required element

(5) Implementation strategies

As state funding availability declined, communities began shifting away from this model toward formats that are more visually appealing, accessible, and user-friendly. While Comprehensive Plans are intended to guide community development, they cannot predict the future. Thus, recent trends are for plans to be designed as flexible, high-level frameworks that allow communities to pivot with changing market dynamics. Some current trends and challenges influencing plan updates include:

(1) Decline in office park development due to COVID-19 and the shift to remote work

(2) Generational shifts in retail and consumer behavior (e.g., rise of online shopping over brick-and-mortar stores)

(3) Development costs outpacing income growth, creating affordability challenges for homeowners, renters, and developers

(4) Increased emphasis on public health, including investment in community amenities and trails

(5) Growing demand for public infrastructure to support expanding populations

The initial scope for this effort included $80,000 for both the Comprehensive Plan Update and the West Downtown Vision Plan. The attached draft documents reflect the substantial contributions and collaboration of the Steering Committee, consultants, City staff, and the broader public in creating a more user-friendly, forward-thinking plan. However, more work is necessary based on requests by City Staff to reengage with the general public. The initial plan was drafted during the height of COVID-19, when in-person community engagement was a challenge, and the general public had comment burnout. See Comprehensive Plan Approval review sections below for greater public engagement detail.

What Caused a Delay in Approvals

The delay in approvals stemmed from three primary factors.

First, rapid changes in the market economy necessitated significant rework during the initial drafting phase. Since the outset, several pressing projects—such as the expanded downtown parking analysis, Southeast Area Master Plan, Comprehensive Housing Study, and others—have influenced the plan's development and pace.

Second, limited staff capacity constrained progress. The City's COVID-19 response extended into 2022, during which time staff were heavily engaged in a surge of downtown business development initiatives including the Shopko Redevelopment, Front Street Redevelopment, and growth in subdivisions. In addition, staff were tasked with launching three new housing programs and three new economic development programs, alongside several major business park projects that demanded immediate attention. By 2024, the workload had escalated to the point that the City created a new staff position. With that individual now fully integrated and managing key programs, the Planning Division was able to refocus on the Comprehensive Plan effort in 2025.

Finally, the West Downtown Vision Plan process introduced both internal and external friction. Prior to issuing a Request for Proposals (RFP), staff presented the Plan Commission and Common Council with three options: update the 2010 Downtown Master Plan, expand the Cultural District Master Plan, or create a new West Downtown Vision Plan. The chosen path—a dedicated West Downtown Vision Plan—was intended to ensure equal consideration for both sides of the river. However, this decision came with drawbacks: funding for the West Downtown effort was only a fraction of the Cultural District Master Plan budget and lacked private sector support. Throughout the process, members of the business community expressed concern that splitting the downtown into two separate plans was counterproductive, emphasizing the belief that "we are one downtown."

In response to these challenges and insights, the Common Council included funding in the 2025 budget to revisit the 2010 Downtown Master Plan. The goal is to evaluate its contents, determine which elements to retain, revise, or remove, and incorporate relevant components from the following associated documents:

- 2010 Downtown Plan
- Strategic Plan and Branding
- Cultural District Master Plan
- Comprehensive Outdoor Recreation Plan (CORP)
- Wayfinding Plan
- Parking Study
- West Downtown Vision Plan
- BID Operating Plans

The Downtown Master Plan Update would be approved as an appendix to the Comprehensive Plan with the intention that the specific subarea plan be the primary guiding document.

Proposed Comprehensive Plan Draft

The attached plan remains in a working draft format. It cannot be overstated that this document is fluid and subject to thorough review by City staff, the Steering Committee, the general public, the Plan Commission, and the Common Council.

Document Structure

Staff and the Steering Committee collectively agreed that the 2018 Strategic Plan provided tremendous value to the City and should serve as the cornerstone for the updated Comprehensive Plan. That plan identified four foundational goals:

1. Grow the downtown to support new commercial, entertainment, cultural, and housing opportunities while preserving the authentic character of De Pere.

2. Encourage business growth across the City.
3. Embrace, enhance, connect, and activate the City's network of open spaces.
4. Increase and coordinate unique activities that enliven the City and foster a strong sense of community.

Accordingly, the structure of this draft plan is organized around subject areas developed through the strategic visioning process. The plan emphasizes the four community vision themes:

1. Equitable and Inclusive
2. Connected and Accessible
3. Livable and Vibrant
4. Sustainable and Resilient

Each goal, objective, strategy recommendation, and policy proposal should align with these overarching themes and the Strategic Vision Plan's priorities. However, Section 66.1001 of the Wisconsin Statutes requires that all Comprehensive Plans address nine specific elements. Integrating these statutory requirements with the community-driven framework of the Strategic Vision Plan presented a structural challenge. To create alignment, the required elements are categorized under three broader groups:

1. People (Economic Development, Cultural Resources)
2. Places (Land Use, Housing, downtown added)
3. Systems (Transportation, Natural Resources, Community Facilities/Services)

Page four of the plan identifies where each of the nine required elements is located within the document.

What is not included in this draft?

The following is a short list of what is not included in the Comprehensive Plan Draft and the justification why.

The following items are not included in the current draft of the Comprehensive Plan, along with brief justifications for their exclusion:

Market Data and Survey Results
While market data informed recommendations throughout the plan, the dataset has been moved to an appendix. This decision was made to streamline the main document and enhance accessibility for the general public.

Specific Intersection Treatments (referenced on page 275 of the current plan)
These intersection design recommendations, originally developed nearly 20 years ago, have largely been implemented or are now outdated. New engineering standards may also supersede them. Additionally, intersection-specific design details are more appropriately addressed in the City’s Capital Improvement Plan or a Transportation Improvement Plan, rather than in a high-level Comprehensive Plan.

Chapter 10 – De Pere Bicycle and Pedestrian Plan

This chapter is not included in the draft but will be carried forward from the existing plan and incorporated as an appendix. It will remain in that form until the City adopts a fully updated Bicycle and Pedestrian Plan.

Implementation Chapter

The implementation section has not yet been drafted. It will be developed following review and feedback from the Steering Committee, community members, and the Plan Commission, and will be included prior to final adoption

Next Steps

As previously noted, the initial engagement sessions were impacted by the COVID-19 pandemic and widespread survey fatigue. In response, staff is proposing an enhanced community engagement strategy led by the City. This strategy includes the following components:

- Four additional Steering Committee sessions
- Three additional public open houses
- Four additional Plan Commission meetings
- Common Council Review Meeting
- Common Council Adoption Meeting

These sessions will center on review phases organized around the plan's core themes: People, Places, and Systems. Each meeting will provide a forum to review, comment on, and refine specific sections of the draft plan.

A detailed Gantt chart outlining the proposed timeline and action plan is attached. Staff will guide stakeholders through the chart during the verbal presentation, with the goal of adopting the final Comprehensive Plan in early 2026.

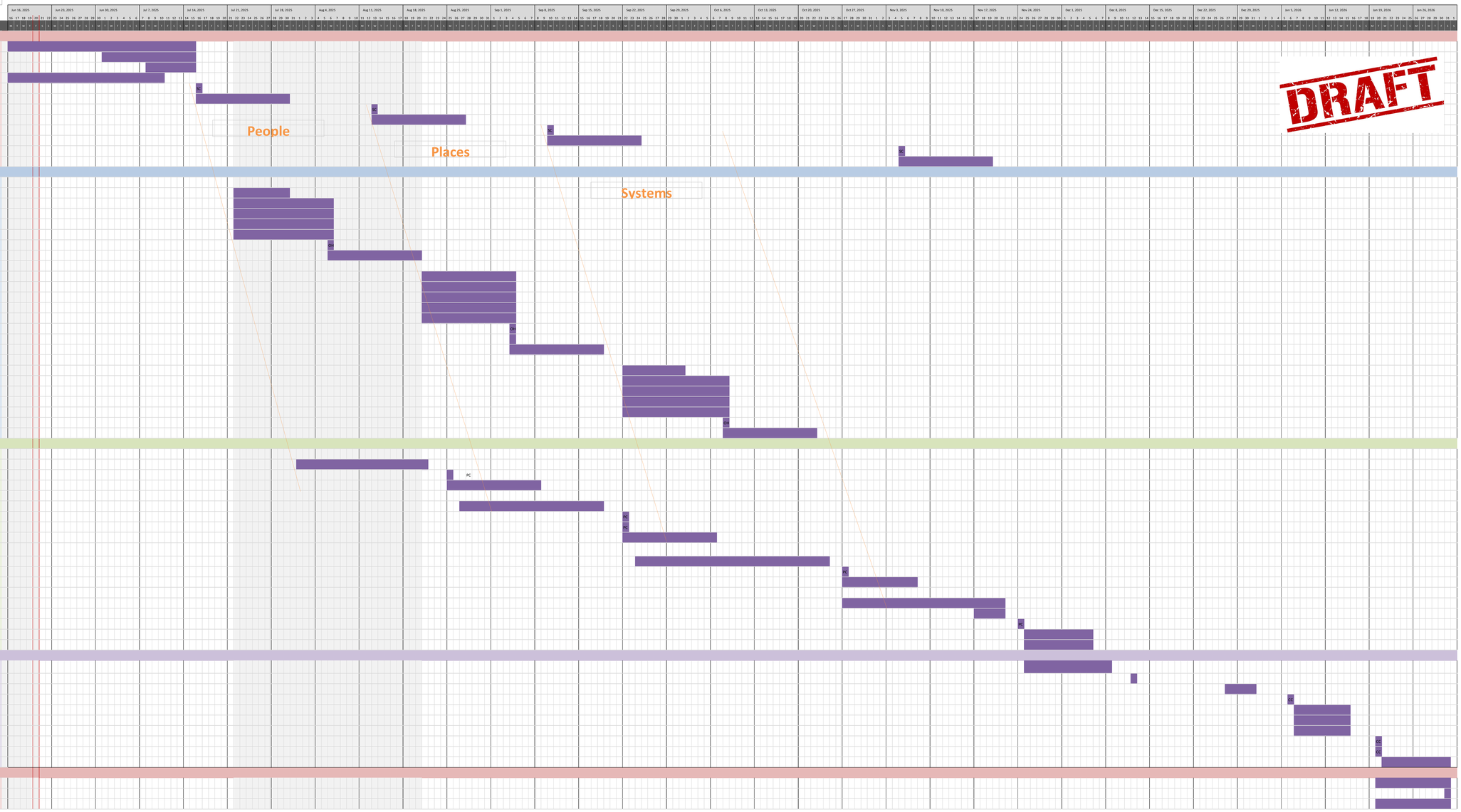
De Pere Comprehensive Plan Update - Final Adoption Process

City of De Pere
Comprehensive Plan Update

Project Start: Sun, 6/15/2025
Display Week: 1

Proposed Approval Scehdule

TASK	REVIEWER / APPROVER	PROGRESS	START	END
Phase 1 - Steering Committee Review				
Staff Reviews Final Document for Staff Level Updates	Dan/Peter/Quasan	0%	6/15/25	7/15/25
Prepare Suggested Edits Based on New Information	Dan/Peter/Quasan	0%	7/1/25	7/15/25
Create New GIS Hub for Review and Data collection	Dan/Kristen	0%	7/8/25	7/15/25
Staff Prepares Agenda and Schedules Meetings	Dan	0%	6/15/25	7/10/25
Steering Committee Meeting 1 Reevaluate Document Structure, Review People Section	SC	0%	7/16/25	7/16/25
Staff Revisions	Dan/Peter/Quasan	0%	7/16/25	7/30/25
Steering Committee Meeting 2 Review Places Section	SC	0%	8/13/25	8/13/25
Staff Revisions	Dan/Peter/Quasan	0%	8/13/25	8/27/25
Steering Committee Meeting 3 Review Systems Section, Appendix	SC	0%	9/10/25	9/10/25
Staff Revisions	Dan/Peter/Quasan	0%	9/10/25	9/24/25
Steering Committee Meeting 4 Review Public Hearing Results	SC	0%	11/5/25	11/5/25
Staff Revisions	Dan/Peter/Quasan	0%	11/5/25	11/19/25
Phase 2 - Public Open House				
Open House Meeting 1 - People				
Social Media Post	Dan/Peter/Quasan/Andrew	0%	7/22/25	7/30/25
Prepare In-House Exercises	Dan/Peter/Quasan	0%	7/22/25	8/8/25
Prepare In-House Boards	Dan/Peter/Quasan	0%	7/22/25	8/8/25
Prepare Exercises for online engagement	Dan/Peter/Quasan/Kristen/Laura	0%	7/22/25	8/8/25
Updated GIS Hub Site for Review and Data collection	Dan/Kristen	0%	7/22/25	8/8/25
Meeting Date	Public	0%	8/6/25	8/6/25
Compile Results and Prepare Meeting Summary and Prepare for PC Meeting	Dan/Peter/Quasan/Kristen/Laura		8/6/25	8/20/25
Open House Meeting 2 - Places				
Social Media Post	Dan/Peter/Quasan/Andrew	0%	8/21/25	9/4/25
Prepare In-House Exercises	Dan/Peter/Quasan	0%	8/21/25	9/4/25
Prepare In-House Boards	Dan/Peter/Quasan	0%	8/21/25	9/4/25
Prepare Exercises for online engagement	Dan/Peter/Quasan/Kristen/Laura	0%	8/21/25	9/4/25
Updated GIS Hub Site for Review and Data collection	Dan/Kristen	0%	8/21/25	9/4/25
Meeting Date	Public	0%	9/4/25	9/4/25
SE Area Meeting - Separate Exercise	Public	0%	9/4/25	9/4/25
Compile Results and Prepare Meeting Summary and Prepare for PC Meeting	Dan/Peter/Quasan/Kristen/Laura	0%	9/4/25	9/18/25
Open House Meeting 3 - Systems				
Social Media Post	Dan/Peter/Quasan/Andrew	0%	9/22/25	10/1/25
Prepare In-House Exercises	Dan/Peter/Quasan	0%	9/22/25	10/8/25
Prepare In-House Boards	Dan/Peter/Quasan	0%	9/22/25	10/8/25
Prepare Exercises for online engagement	Dan/Peter/Quasan/Kristen/Laura	0%	9/22/25	10/8/25
Updated GIS Hub Site for Review and Data collection	Dan/Kristen	0%	9/22/25	10/8/25
Meeting Date	Public	0%	10/8/25	10/8/25
Compile Results and Prepare Meeting Summary and Prepare for PC Meeting	Dan/Peter/Quasan/Kristen/Laura	0%	10/8/25	10/22/25
Phase 2 - Plan Commission Review				
PC Meeting - 2025 Meeting 1 **Document Structure, Review People Section**				
Prepare CivicClerk Agenda - Plan Commission Discussion	Dan/Peter/Quasan	0%	8/1/25	8/21/25
Plan Commission Discussion (MEETING DATE Collect comments and suggested edits	Plan Commission	0%	8/25/25	8/25/25
Staff Revisions	Dan/Peter/Quasan	0%	8/25/25	9/8/25
PC Meeting - 2025 Meeting 2 **Review Places Section**				
Prepare CivicClerk Agenda - Plan Commission Discussion	Dan/Peter/Quasan	0%	8/27/25	9/18/25
Prepare Land Use Map Discussion	Dan/Peter/Quasan		9/22/25	9/22/25
Plan Commission Discussion (MEETING DATE Collect comments and suggested edits	Plan Commission	0%	9/22/25	9/22/25
Staff Revisions	Dan/Peter/Quasan	0%	9/22/25	10/6/25
PC Meeting - 2025 Meeting 3 **Review Systems Section, Implementation Table and Appendix**				
Prepare CivicClerk Agenda - Plan Commission Discussion	Dan/Peter/Quasan	0%	9/24/25	10/24/25
Plan Commission Discussion (MEETING DATE Collect comments and suggested edits	Plan Commission	0%	10/27/25	10/27/25
Staff Revisions	Dan/Peter/Quasan	0%	10/27/25	11/7/25
PC Meeting - 2025 Meeting 4 **Final Review**				
Prepare CivicClerk Agenda - Plan Commission Discussion	Dan/Peter/Quasan	0%	10/27/25	11/21/25
Prepare Resolution for Approval	Dan/Peter/Quasan	0%	11/17/25	11/21/25
Plan Commission Discussion (MEETING DATE Collect comments and suggested edits	Plan Commission	0%	11/24/25	11/24/25
Staff Revisions	Dan/Peter/Quasan	0%	11/25/25	12/5/25
Updated GIS Hub Site for Public Review and Comment	Dan/Kristen	0%	11/25/25	12/5/25
Phase 3 - Common Council Review				
Prepare Class 1 notice under ch. 985 that is published at least 30 days before the hearing is held. Elements include are listed under 66.1001(4)(d)	Dan,Carey	0%	11/25/25	12/8/25
Publishing of Public Hearing Notice	Press-Times	0%	12/12/25	12/12/25
Prepare CivicClerk Agenda - Council Discussion Meeting Number 1 - INFORMATIONAL ONLY	Dan/Peter/Quasan	0%	12/27/25	12/31/25
Council Discussion	Common Council	0%	1/6/26	1/6/26
Prepare Final Edits	Dan/Peter/Quasan	0%	1/7/26	1/15/26
Prepare CivicClerk Agenda - Council Discussion Meeting Number 2 Final Adoption	Press-Times	0%	1/7/26	1/15/26
Prepare Resolution/Ordinance	Joanne, Angela, Dan	0%	1/7/26	1/15/26
Public Hearing	Common Council	0%	1/20/26	1/20/26
Common Council Approval	Common Council	0%	1/20/26	1/20/26
Send link to required notification groups under 66.1001(4)(b)	Dan/Peter/Quasan	0%	1/21/26	1/31/26
Phase 2 - Publishing				
Media Notice	Dan/Peter/Quasan	0%	1/26/26	1/31/26
Update Website	Dan/Peter/Quasan	0%	1/31/26	1/31/26
Hub Site Update	Kristen	0%	1/26/26	1/31/26



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SIMPLE GANTT CHART by Vertex42.com
https://www.vertex42.com/ExcelTemplates/simple-gantt-chart.html

About This Template

This template provides a simple way to create a Gantt chart to help visualize and track your project. Simply enter your tasks and start and end dates - no formulas required. The bars in the Gantt chart represent the duration of the task and are displayed using conditional formatting. Insert new tasks by inserting new rows.

Guide for Screen Readers

There are 2 worksheets in this workbook.

TimeSheet
About

The instructions for each worksheet are in the A column starting in cell A1 of each worksheet. They are written with hidden text. Each step guides you through the information in that row. Each subsequent step continues in cell A2, A3, and so on, unless otherwise explicitly directed. For example, instruction text might say "continue to cell A6" for the next step.

This hidden text will not print.

To remove these instructions from the worksheet, simply delete column A.

Additional Help

Click on the link below to visit vertex42.com and learn more about how to use this template, such as how to calculate days and work days, create task dependencies, change the colors of the bars, add a scroll bar to make it easier to change the display week, extend the date range displayed in the chart, etc.

How to Use the Simple Gantt Chart

More Project Management Templates

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Project Management Templates

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Businesses will find invoices, time sheets, inventory trackers, financial statements, and project planning templates. Teachers and students will find resources such as class schedules, grade books, and attendance sheets. Organize your family life with meal planners, checklists, and exercise logs. Each template is thoroughly researched, refined, and improved over time through feedback from thousands of users.

IMAGINE DE PERE
20XX COMPREHENSIVE PLAN

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ACKNOWLEDGMENTS

The project team thanks the Steering Committee, Focus Groups, City Staff and the public for their involvement, insights, and engagement in developing the Imagine De Pere 20XX Comprehensive Plan

STEERING COMMITTEE:

- Business Owners
- Council Members
- Plan Commission Members
- Park Board Members
- Board of Public Works Member
- Redevelopment Authority Member
- Greater Green Bay Chamber
- Tina Quigley, Definitely De Pere
- Historic Preservation Commission Member
- St. Norbert College
- City of De Pere Staff - Planning, Parks, Manager, Public Works/Engineering

CORE STAFF

- Dan Lindstrom, Development Services Director
- Peter Schleinz, Senior Planner
- Quasan Shaw, Economic Development Planner
- Kelly Barker, Adminstrative Assistant

CONSULTANTS

- SmithGroup

SMITHGROUP

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PLAN ELEMENTS

This plan includes the elements required per Section 66.1001 of the State Statute. These elements have been organized thematically.

STATE STATUTE ELEMENT	LOCATION IN THIS PLAN
(1) Issues and Opportunities	1.3 Summary of Community Profile 1.5 Vision + Values Each Topic section's goals/objectives/strategies Appendix: Community Profile
(2) Housing	3.3 Housing
(3) Transportation	4.1 Transportation
(4) Utilities and Community Facilities	4.3 Utilities/Facilities
(5) Agricultural, natural and cultural resources	3.1 Land Use (Agricultural) 4.2 Natural Resources 2.2 Cultural Resources
(6) Economic development	2.1 Economic Development
(7) Intergovernmental cooperation	5.1 Intergovernmental Cooperation
(8) Land-use	3.1 Land Use
(9) Implementation	5.2 Implementation

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01. INTRODUCTION

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CHAPTER CONTENTS

1.1 WHAT IS A COMPREHENSIVE PLAN?

- Purpose & Intent
- Comprehensive Planning Process

1.2 PAST PLANNING EFFORTS

1.3 SUMMARY OF COMMUNITY PROFILE

1.4 COMMUNITY ENGAGEMENT

- Steering Committee Meetings
- Focus Group Meetings
- Public Meetings
- Survey Input

1.5 VISION + VALUES

- Vision
- Values

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1.1 WHAT IS A COMPREHENSIVE PLAN?

PURPOSE & INTENT

A comprehensive plan is an official public document adopted by ordinance by the local government that identifies its major policies concerning the future physical development of the community. The primary purposes of this plan are to generate goals for attaining a desirable development pattern, devise strategies and recommendations the city can follow to achieve its desired development pattern, and meet the requirements of the State of Wisconsin Comprehensive Planning (Smart Growth) Law. The plan's recommendations also reflect the 14 local comprehensive planning goals (identified in the state statute) listed below:

- Promotion of the redevelopment of lands with existing infrastructures and public services and the maintenance and rehabilitation of existing residential, commercial, and industrial areas.
- Encouragement of neighborhood designs which support a range of transportation choices.
- Protection of natural areas, including wetlands, wildlife habitats, lakes, woodlands, open spaces, and groundwater resources.
- Protection of economically productive areas, including farmland and forests.
- Encouragement of land uses, densities, and regulations to promote efficient development patterns and relatively low municipal, state governmental, and utility costs.
- Preservation of cultural, historic, and archaeological sites.

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- Encouragement of coordination and cooperation among nearby units of government.
- Building of community identity by revitalizing main streets and enforcing design standards.
- Providing an adequate supply of affordable housing for individuals of all income levels throughout each community.
- Providing adequate infrastructure and public services and an adequate supply of developable land to meet existing and future market demand for residential, commercial, and industrial uses.
- Promoting the expansion or stabilization of the current economic base and the creation of a range of employment opportunities at the state, regional, and local levels.
- Balancing individual property rights with community interests and goals.
- Planning and development of land uses that create or preserve varied and unique urban and rural communities.
- Providing an integrated, efficient, and economical transportation system that affords mobility, convenience, and safety and meet the needs of all citizens, including transit-dependent and disabled citizens.

PLAN USE:

The City of De Pere Comprehensive Plan should be used by City officials when revising and administering its zoning and other ordinances, and it is designed to be a ***guiding vision*** so there is a consistent policy to follow and a ***clear goal for the future for the residents of the City of De Pere.***

The comprehensive plan does not, however, establish an ultimate boundary for the City. Instead, the plan will guide the ***establishment of future developments and extension of public services over the next 20 years.***

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COMPREHENSIVE PLANNING PROCESS

The most recent comprehensive plan for the City of De Pere was adopted in 2010. This plan was intended to conform to the requirements of the Comprehensive Planning Law and better reflect residents' vision of how De Pere should develop over the next 20 years.

SmithGroup was hired to provide professional planning assistance and design alternatives. Staff from SmithGroup prepared the background information and the recommendations of this plan based upon the feedback of focus groups, steering committees and the public during visioning sessions and online engagement opportunities.

This document is comprised of 5 sections which reflect the requirements of the Comprehensive Planning Law. These parts are:

1. Introduction/Vision + Values
2. People
3. Place
4. Systems
5. Implementation

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The future land use plan, which is an element of the comprehensive plan's Place Chapter, provides the vision of how the City of De Pere can look 20 years from now. The recommendations regarding the location, density, and design of future development are the cornerstone of the overall plan. The future land use plan is the composite of the goals, objectives, and strategies contained in all of the chapters.

The final part of the plan involves implementing the recommendations. A comprehensive plan is only effective when it is actually used. This includes both using the plan on a routine basis when making policy and administrative decisions and when creating and revising municipal ordinances, such as the zoning ordinance, to control and guide development consistent with the plan.

It is important to note this document does not represent the end of the planning process. For the City of De Pere to succeed in achieving its vision for the future, planning must be a continual, ongoing exercise. Just as this plan replaces the 2010 City of De Pere Comprehensive Plan, planning within the city must continue to evolve to reflect new trends and concepts.

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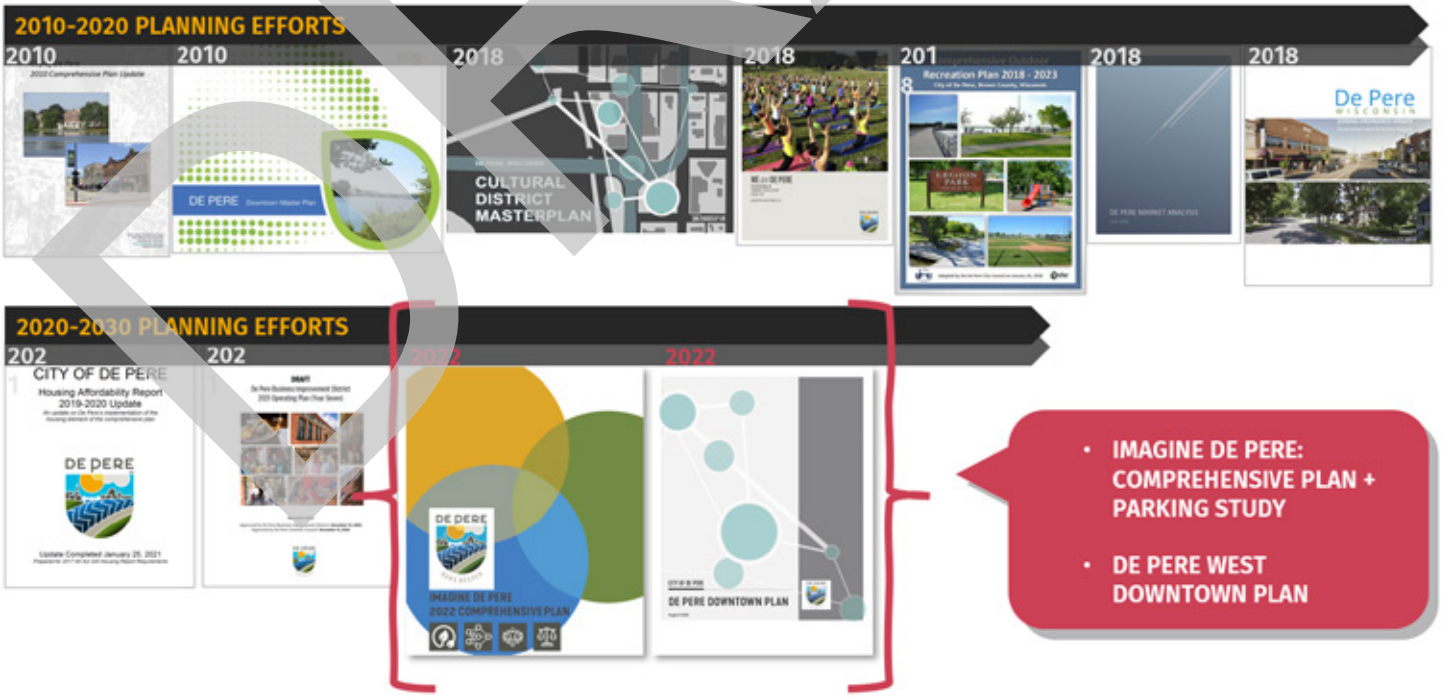
1.2 PAST PLANNING EFFORTS

Planning is an iterative process; arriving at a land use and policy document by repeating rounds of analysis and engagement. Each planning effort builds on previous plans.

- 2010 Comprehensive Plan
- 2010 Downtown Master Plan
- 2010 De Pere Neighborhood Preservation Plan
- 2014 Definitely De Pere Design Guidelines
- Comprehensive Outdoor Recreation Plan 2018-2023
- 2018 Strategic Branding Plan
- 2018 Cultural District Plan
- 2018 De Pere Market Analysis
- 2020-2024 City of De Pere Housing Affordability Reports
- De Pere Business Improvement District Operating Plans
- 2021 Downtown Wayfinding Master Plan and Pedestrian Node Design
- 2022 De Pere Zoning Ordinance Update
- 2023 Parking Study
- 2024 Housing Study



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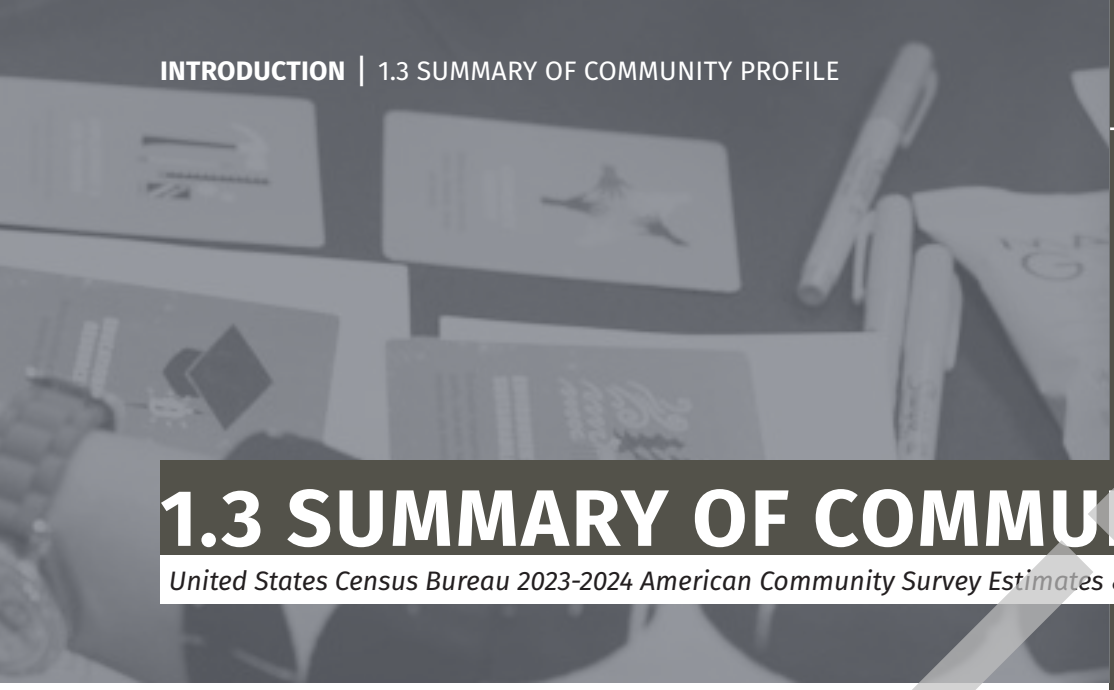

FIND OUT MORE:

SEE THE COMPLETE SUMMARY IN THE APPENDIX

United States Census Bureau 2023 American Community Survey Estimates

1.3 SUMMARY OF COMMUNITY PROFILE

United States Census Bureau 2023-2024 American Community Survey Estimates & 2020 Decennial Census

The City of De Pere Comprehensive Plan is a component of a multi-jurisdictional planning effort with Brown County; the Villages of Allouez, Wrightstown, and Suamico; and the Town of Ledgeview. Funding for a portion of the plan was provided by the Wisconsin Department of Administration – Office of Land Information Services. The intent of this multi-jurisdictional effort is to promote coordinated and consistent planning across governmental boundaries and through governmental layers.

The City of De Pere is located in central Brown County on both the east and west sides of the Fox River. The city is adjacent to the Villages of Allouez and Ashwaubenon to the north, Town of Lawrence to the southwest, Town of Rockland to the south, and Town of Ledgeview to the south and east.

De Pere is the second largest community in Brown County, and it contains a thriving downtown on both sides of the Fox River, St. Norbert College on the west bank of the Fox River, growing residential neighborhoods, two large industrial/business parks, and many park and recreation sites.

25,410
Population

$80,550
Median Household Income

2.3
Average Household Size

36
Median Age

827
Businesses

19,717
Total Employees

15,249
Daily Commuters to De Pere

66.9%
Employment Rate

EDUCATION

United States Census Bureau 2023 American Community Survey Estimates (Population 25 Years and Older)

	DE PERE	NATIONAL AVERAGE
HIGH SCHOOL GRADUATE	25.7%	25.9%
SOME COLLEGE	20%	18.9%
ASSOCIATES DEGREE	14.4%	8.8%
BACHELOR'S DEGREE OR HIGHER	36.5%	36.2%

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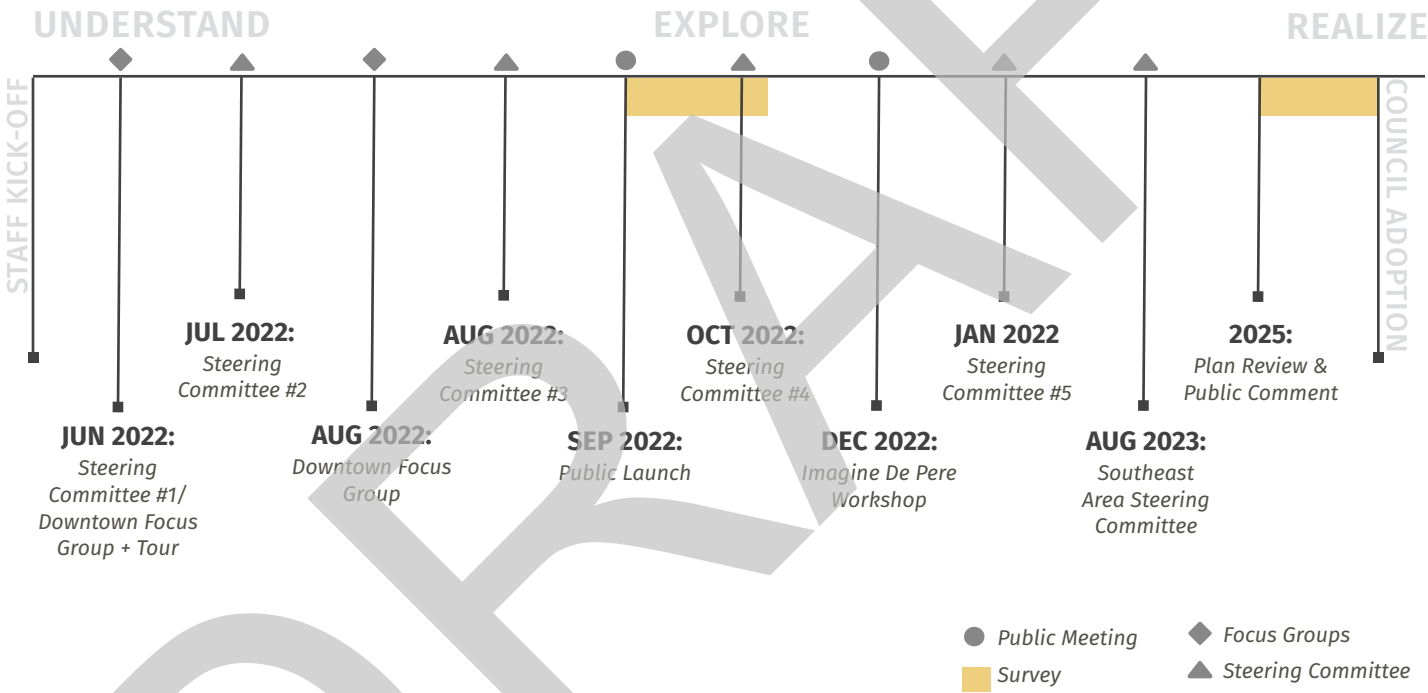
1.4 COMMUNITY ENGAGEMENT



STEERING COMMITTEE MEETINGS

The project includes multiple meetings with a Steering Committee to review and discuss draft plan content. The Steering Committee is composed of representatives of the primary stakeholder groups found within the City of De Pere. This committee serves as the vetting group that leads the overall direction of the plan.

FOCUS GROUP MEETINGS (WEST DOWNTOWN SPECIFIC)

The west downtown Focus Group was comprised of key business and organization leaders in and near the west downtown. The group pushed forward the west downtown vision, validated concepts and advertised engagement opportunities.

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FIND OUT MORE:

SEE THE COMPLETE SUMMARY IN THE APPENDIX

PUBLIC MEETINGS

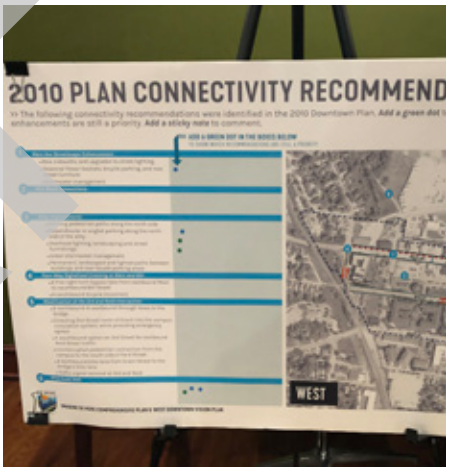
The Imagine De Pere planning process included two public meetings, as the success of any planning project hinges on effective communication at many levels. The purpose of both meetings were to provide clarity to the community about the intended direction and purpose of the plan and to inform about upcoming events and way to be involved in the process.

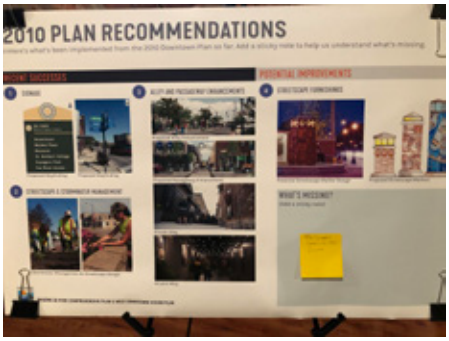
Virtual public launch to introduce the plan and encourage survey participation (September 2021) and plan alternatives workshop to confirm plan direction and focus on west downtown strategies.

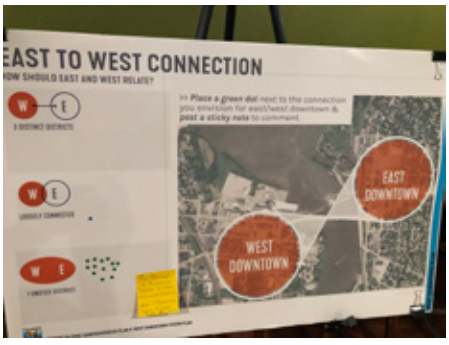
SURVEY INPUT

In order to further engage the public at different points of the planning process, two sets of surveys were distributed:

- **Phase 1: Imagine De Pere Community Survey.** Included an Imagine De Pere Community Survey posted on the project website, as well as a virtual interactive mapping activity.
- **Phase 2: Online Draft Review Survey.** Provided a online survey in order to receive feedback from the public on the plan draft recommendations and concepts.







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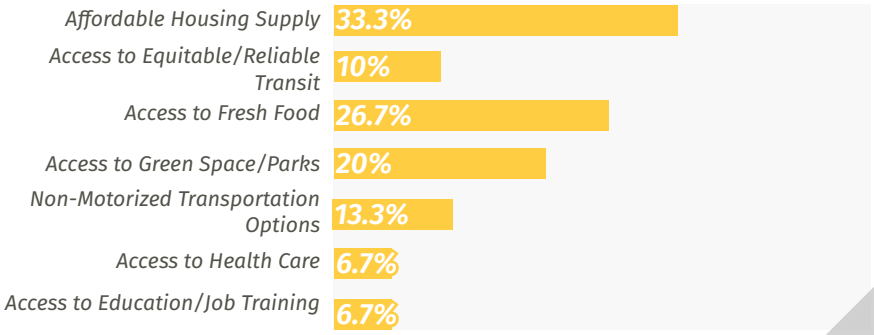
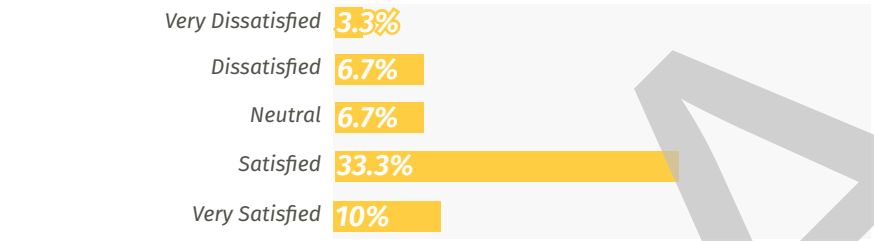
PHASE 1: COMMUNITY SURVEY SUMMARY

Visit the Appendix to view a full survey summary

What are the greatest population-related vulnerabilities that De Pere is facing?
** Answered: 14, Skipped: 16*



How satisfied are you with the quality of life in the City of De Pere?
** Answered: 18, Skipped: 12*



COMMUNITY SURVEY: IDENTIFIED NEEDS

- Biking and walking infrastructure improvements
- Workforce/affordable housing
- Mixed uses on both sides of the river
- Accessibility for non-motorized and motorized transportation
- Traffic calming and streetscape
- Community programming & events
- Market-centric retail

VIRTUAL MAPPING ACTIVITY: CONSISTENT THEMES

- Pedestrian and bike connections
- Congestion
- Parking
- Riverfront Activation
- Mixed-Use Redevelopment Potential
- School Traffic
- Community Charm Preservation

SEE ALSO:

- Community Feedback in Appendix

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1.5 VISION + VALUES

VISION:

DE PERE WILL FOSTER AN ENGAGED COMMUNITY SPIRIT AND ENCOURAGE FORWARD THINKING TO SEIZE ON OPPORTUNITIES FOR EDUCATION, BUSINESS, RECREATION, AND CULTURE — WITH STEADFAST SUPPORT FOR THE CITY'S HISTORY AND CHARACTER.

In 2018, the City of De Pere conducted a Strategic Visioning & Branding Initiative to develop a shared community vision that will guide the future of the City. The process created a Vision Statement and Mission Statement (shared above) and a set of goals for achieving the desired future.

Elements from that Strategic Vision are incorporated across the Imagine De Pere Comprehensive Plan and informed the Values on the following page.

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EQUITABLE & INCLUSIVE

The ***Imagine De Pere Values*** were constructed from past planning efforts and community engagement opportunities. **Residents of De Pere envision a future that ensures equity, inclusion, and access to opportunity for all.** This sentiment serves as the overarching value for the Imagine De Pere Comprehensive Plan, informing the following supplementary values, as well as the objectives and actions included in this plan.

CONNECTED & ACCESSIBLE

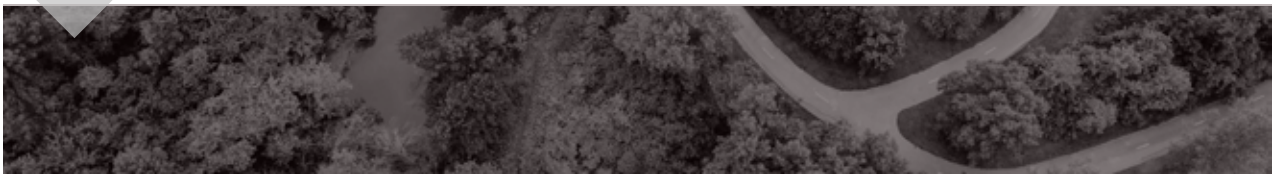
Relates to providing adequate infrastructure and amenities to connect people to jobs, commercial nodes, transit, recreation, healthy food and other community resources.

LIVABLE & VIBRANT

Relates to creating an authentic, safe, and healthy environment for all with equal access to adequate housing, education, jobs, and open space.

SUSTAINABLE & RESILIENT

Relates to cultivating a strong economic, environmental and social base in order to withstand potential shocks and stresses by focusing on preparedness and mitigation.



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EQUITABLE + INCLUSIVE

- **WELCOMING**
- **SAFE FOR ALL**
- **AFFORDABLE**
- **SUPPORTIVE**
- **ACCESSIBLE**
- **RESILIENT & ADAPTABLE**
- **CELEBRATORY OF DIVERSITY**

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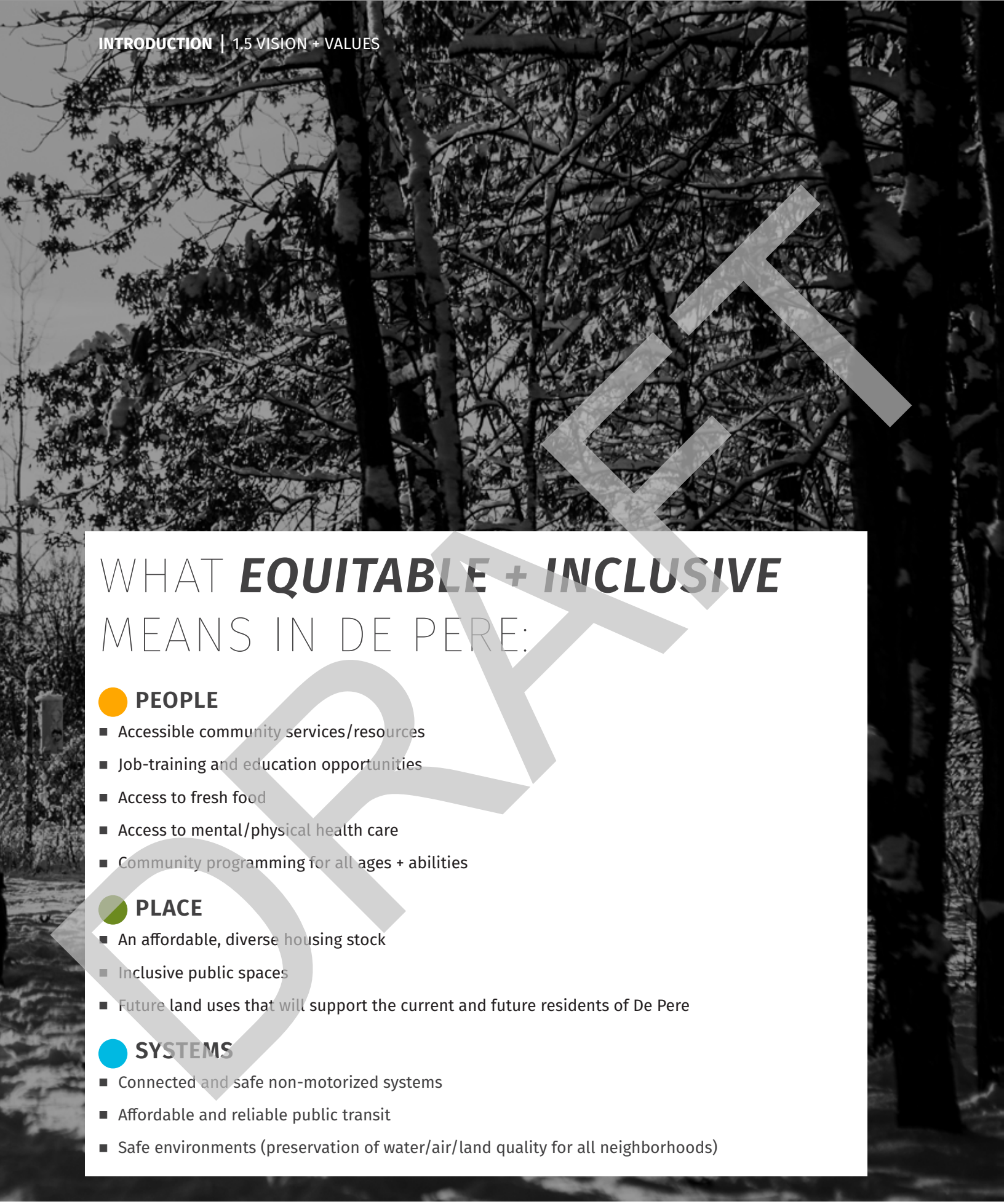

WHAT ***EQUITABLE + INCLUSIVE*** MEANS IN DE PERE:

PEOPLE

- Accessible community services/resources
- Job-training and education opportunities
- Access to fresh food
- Access to mental/physical health care
- Community programming for all ages + abilities

PLACE

- An affordable, diverse housing stock
- Inclusive public spaces
- Future land uses that will support the current and future residents of De Pere

SYSTEMS

- Connected and safe non-motorized systems
- Affordable and reliable public transit
- Safe environments (preservation of water/air/land quality for all neighborhoods)

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CONNECTED + ACCESSIBLE

- PHYSICALLY AND SOCIALLY CONNECTED
- QUALITY INFRASTRUCTURE (STREETS, UTILITIES, BROADBAND, AND COMMUNICATION)
- EQUITABLE ACCESS TO RESOURCES, SERVICES, ECONOMIC OPPORTUNITY
- ACCESS TO AMENITIES, SERVICES
- WALKABLE AND BIKEABLE

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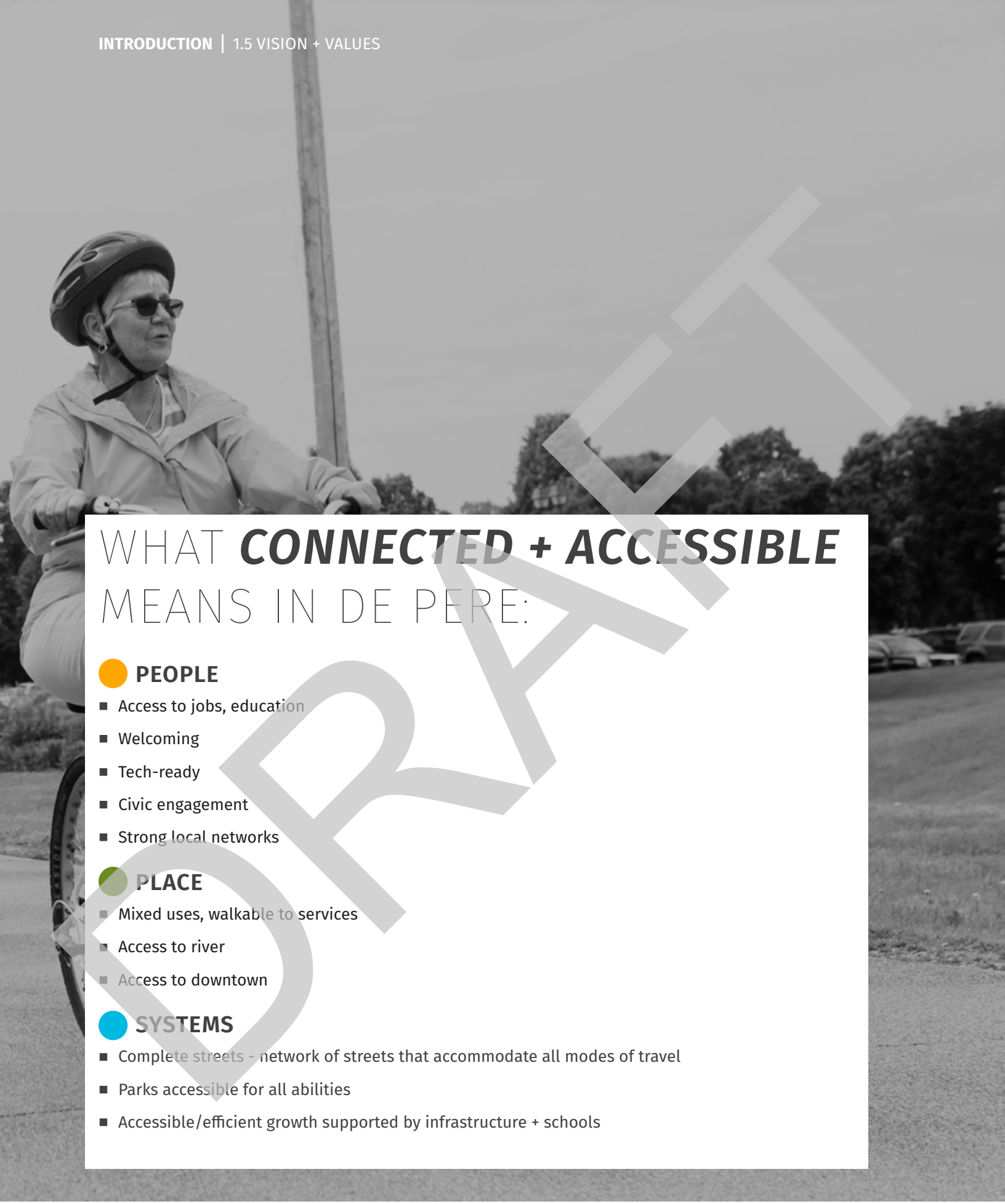

WHAT ***CONNECTED + ACCESSIBLE*** MEANS IN DE PERE:

PEOPLE

- Access to jobs, education
- Welcoming
- Tech-ready
- Civic engagement
- Strong local networks

PLACE

- Mixed uses, walkable to services
- Access to river
- Access to downtown

SYSTEMS

- Complete streets - network of streets that accommodate all modes of travel
- Parks accessible for all abilities
- Accessible/efficient growth supported by infrastructure + schools

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LIVABLE + VIBRANT

- **STRONG QUALITY OF LIFE**
- **WELCOMING FOR ALL**
- **AUTHENTIC**
- **HEALTHY AND ACTIVE**
- **SAFE AND INVITING**
- **GREAT PARKS AND OPEN SPACES**

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WHAT ***LIVABLE + VIBRANT*** MEANS IN DE PERE:

PEOPLE

- Wellbeing
- Safety
- Healthy behaviors
- Quality schools
- Strong community identity
- Arts/Culture/activities

PLACE

- Housing options for all
- Historic preservation
- Downtown
- Pride in place

SYSTEMS

- Safety (eliminate crashes, drinking water treatment, public safety)
- Healthy living
- Healthy ecosystems
- Capitalize on riverfront

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SUSTAINABLE + RESILIENT

- **ADAPTABLE TO SHOCKS/ STRESSES**
- **PROTECTING OUR AIR, WATER, AND CLIMATE**
- **ENVIRONMENTAL STEWARDSHIP**
- **EMERGENCY PREPAREDNESS**

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WHAT ***SUSTAINABLE + RESILIENT*** MEANS IN DE PERE:

PEOPLE

- Business diversity and opportunity
- Supportive social and community services
- Affordability

PLACE

- Smart growth - prioritize infill development and strategic outward expansion
- Increase tree canopy to reduce urban heat islands and increase air quality
- Flexible zoning and adaptive reuse of existing structures
- Residents and businesses' commitment to sustainability on their property

SYSTEMS

- Low impact stormwater management
- Plan for vulnerabilities, shocks, and stresses
- Alternative energy and mobility options
- City's commitment to sustainability - at facilities and through public services

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02. PEOPLE

This chapter outlines the quality of life-related strategies related to welcoming, attracting, and maintaining residents as part of a vibrant community.

VISION:

De Pere's unwavering focus on quality of life supports a vibrant and expanding community.

GOALS:

- ***Economic Development:*** Encourage the growth of business and support diverse employment and entrepreneurship opportunities
- ***Cultural Resources:*** Increase and coordinate unique activities that enliven the city and increase the sense of community

KEY TOPICS AND STRATEGIES BY GUIDING PRINCIPLES

CONNECTED AND ACCESSIBLE	LIVABLE AND VIBRANT	SUSTAINABLE AND RESILIENT
■ Access to jobs, education	■ Wellbeing	■ Business diversity + opportunity
■ Welcoming	■ Safety	■ Social + community services
■ Tech-ready	■ Healthy behaviors	■ Affordability
■ Civic engagement	■ Quality schools	
■ Strong civic + social networks	■ Strong community identity	
	■ Arts, culture + activities	

ENSURE EQUITY, INCLUSION, AND ACCESS TO OPPORTUNITY FOR ALL

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CHAPTER CONTENTS

2.1 ECONOMIC DEVELOPMENT

- Business Attraction
- Business Retention
- Business Centers
- Financial Assistance
- Brownfield Redevelopment
- Education + Partnerships

See also regional CEDS

This section meets the requirements of State Statute 66.1001 (2)(f)

2.2 CULTURAL RESOURCES

- Events
- Historic
- Arts
- Tourism

See also the Strategic Plan and Historic Neighborhoods Plan

This section meets part of the requirements of State Statute 66.1001 (2)(e).

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2.1 ECONOMIC DEVELOPMENT

Goal: Encourage the growth of business and support diverse employment, business centers, and entrepreneurship opportunities

Local governments play an increasingly critical role in promoting private sector economic development, and economic strength is critical to the vitality of a community. Economic development is the process by which a community organizes and then applies its energies to the task of creating the type of business climate that will foster the retention and expansion of existing businesses, attract new businesses, and develop new business ventures.

Economic development efforts to create jobs are important beyond generating additional income for the city residents. These efforts can help to generate additional tax base for the provision of local services and may assist in establishing an environment for long-term economic vitality.

The key to an economic development strategy is having a quality product/community to market. The entire City of De Pere Comprehensive Plan is geared toward promoting future development in De Pere in a manner that supports a high quality community that is attractive to existing and new businesses and ultimately to existing and new residents.

ENSURE EQUITY, INCLUSION, AND ACCESS TO OPPORTUNITY FOR ALL

Offer a business-friendly environment with opportunity and access to jobs and training for all residents.

CONNECTED AND ACCESSIBLE	LIVABLE AND VIBRANT	SUSTAINABLE AND RESILIENT
Partner with adjacent communities, community organizations, utilities, and educational institutions to achieve the shared economic success of the region.	***Make strategic investments that enhance the quality of the community to attract visitors, businesses, and employees.***	***Create a strong, regional economic system to support diverse industries, strong employment anchors, prioritize growth of green businesses, and strategies for overcoming crises.***

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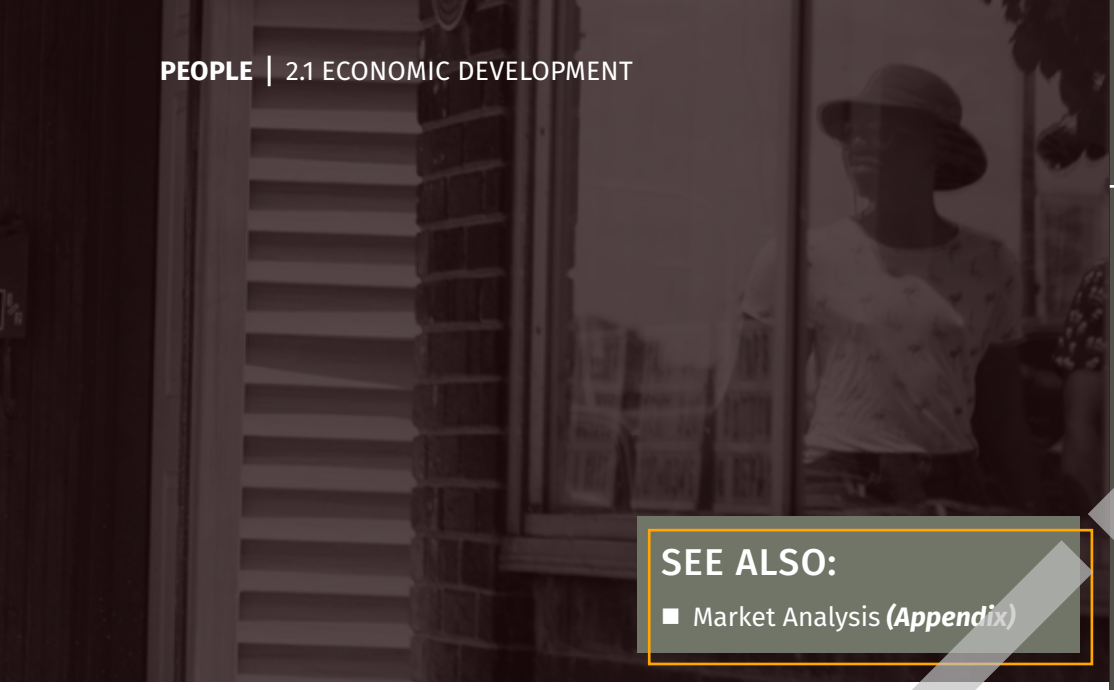


SEE ALSO:

- Market Analysis ***(Appendix)***

ATTRACTING BUSINESSES & INDUSTRY

Strengths

- Proximity to the Fox Cities Metropolitan Area and Green Bay Metropolitan Area employee pool
- Access to Interstate 41, Interstate 43, STH 172, and STH 29 for commuting and commercial purposes
- Amenities such as diverse housing, recreational opportunities, a compact downtown, scenic Fox River location, proximity to St. Norbert College and a public school system
- Capacity to expand utilities and services within the City of De Pere as needed
- Definitely De Pere provides support for businesses and promotes De Pere's vibrant downtown
- Economic development services available through the City and De Pere Area Chamber of Commerce
- Job training is provided by local entities (UW-Green Bay, St. Norbert College and Northeastern Wisconsin Technical College)

Opportunities for Improvement

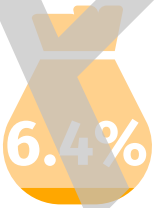
- With close proximity to the highway and other regional shopping experiences, strongly market supporting local businesses to residents
- Reduce the Claude Allouez Bridge's impact as a barrier to walkability between the downtown
- Improve transportation connections for employees to business parks

EMPLOYMENT STATUS

United States Census Bureau 2023 American Community Survey Estimates (DP03)

POVERTY RATE

United States Census Bureau 2023 American Community Survey Estimates



FORECASTED RETAIL DEMAND (2029)

United States Census Bureau 2024 American Community Survey Estimates

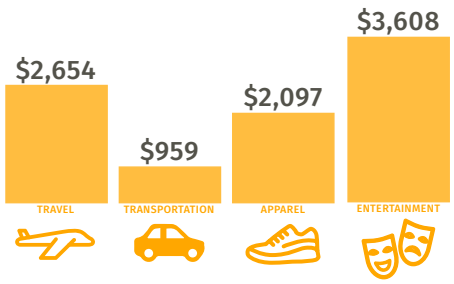
1) FOOD & DRINK
$118M

2) ENTERTAINMENT & RECREATION
$43M

4) APPAREL & SERVICES
$25M

KEY SPENDING FACTS

United States Census Bureau 2024 American Community Survey Estimates



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BUSINESS ATTRACTION

OBJECTIVE:

Attract new business and investments that increase the city's tax base, diversify the economy, and promote job growth.

STRATEGIES:

- Provide readily accessible information on available sites
- Identify labor and community characteristics
- Market sites to businesses that would be complementary to existing businesses or would provide diversity to the local economy
- Offer low-cost land, state or federal grants, or other incentives to encourage businesses to locate in the community
- Utilize Austin Straubel International Airport to attract new businesses and retain existing ones
- Lean on Greater Green Bay Chamber and New North to act as an informational and referral service for potential businesses and industries looking to locate in Brown County

BUSINESS RETENTION

OBJECTIVE:

Offer a supportive business environment with easily accessible resources and incentives for local entrepreneurs and businesses.

STRATEGIES:

- Help businesses learn about potential sites for expansion, offering low-cost loans, and identifying state and federal grant funds to finance business expansions
- Provide business areas with efficient, reliable public services, such as snow removal, road repair, and sewer and water utilities
- Provide a contact person to answer business questions and solicit information from business leaders regarding local development problems
- Continue the De Pere Business Walk
- Utilize De Pere local funding sources to provide financial assistance to existing and proposed businesses and industries for the creation and retention of permanent jobs

Market De Pere's assets to business owners and entrepreneurs:

- A clean, attractive, and safe community
- Opportunities and places to socialize and recreate
- A diverse and welcoming population
- Access to institutions of higher education
- Cultural amenities, including theatre, museums, restaurants, and an active nightlife

SEE ALSO:

- Downtown ***(Section 3.2) for Economic Development matters related to the downtown***

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BUSINESS CENTERS

OBJECTIVE:

Continue growth of employment centers, especially at the business and industrial parks.

STRATEGIES:

- Consider incubator or makerspace that groups a number of related, small retail, artisan, or service providers in a single large space
- Continue to utilize the Port of Green Bay to attract and retain industries
- Continue to implement the City's industrial and commercial design standards for attractive business parks and walkable amenities for employees
- Identify additional appropriate areas for industrial and commercial activities within the city and its future growth areas and maintain an ample amount of land for future commercial and industrial growth
- Continue to utilize government programs to aid in the retention of existing and attraction or promotion of new industrial or commercial activities *(See financial assistance)*
- Promote high standards of customer service to strengthen the district's identification with local consumers. Publicize these standards through a Customer Commitment Contract, prominently posted in all retail and consumer service businesses
- Assure that the most convenient parking in the area is reserved for customers and managed with appropriately sized developments

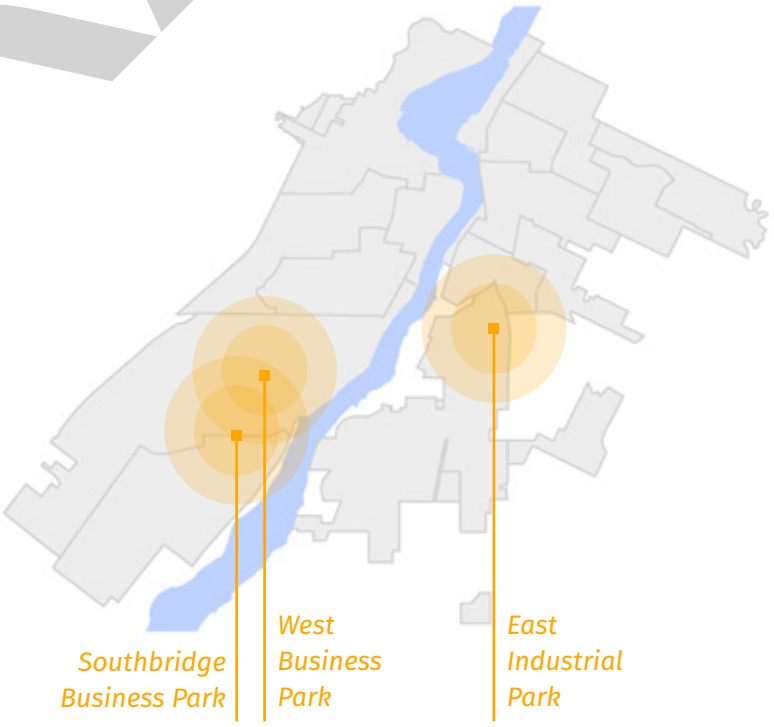
DE PERE WEST AND SOUTHBRIDGE BUSINESS PARKS

The City's West Business Park spans across 800 acres with direct access to I-41 and the Canadian National Railroad. The City owns and maintains the park's preserve and greenway, which includes a 2-mile trail for hiking, biking, and jogging through the beautiful Ashwaubenon Creek Conservancy.

In 2001, the City purchased an additional 200 acres of vacant land to the south of the original business park. This area has been designated the "Southbridge Business Park" due to its location adjacent to the planned Southern Bridge corridor crossing the Fox River. The City currently owns approximately 90 acres which are being marketed for new industrial and business development. Currently there are 130 acres of private land available.

DE PERE EAST INDUSTRIAL PARK

The East Industrial Park has convenient access to both I-43 and I-41/141 and encompasses over 410 acres. The City owns approximately 65 vacant acres that are marketed for new industrial development. The 2004 City of De Pere Comprehensive Plan promoted a strategy for developing and expanding the industrial park through vacant lot infill within the present boundaries of the park while expanding the industrial park in a westerly direction along Rockland Road to STH 32/57. Ultimately, this area will be provided with excellent access to I-41 when the planned Brown County South Bridge Connector and a new interchange with I-41 are constructed.



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EDUCATION + PARTNERSHIPS

OBJECTIVE:

Expand job training and workforce development opportunities with schools and higher education institutions to strengthen the local workforce and attract young workers to De Pere.

STRATEGIES:

- Create a local economic development strategic plan
- Continue to partner with UW-Green Bay, St. Norbert College, and Northeastern Wisconsin Technical College (NWTC) to provide training services for businesses
- Utilize Definitely De Pere to strengthen the downtown business climate, provide community involvement opportunities, promote an awareness of historical preservation, and provide an inventory of available business opportunities in the City
- Continue to partner with the following local, county, regional and state organizations in order to participate in economic development programs available:

PARTNERS

LOCAL

- De Pere Area Chamber of Commerce
- Green Bay Area Chamber of Commerce
- Definitely De Pere (De Pere Main Street)

COUNTY

- Brown County Planning and Land Services
- Public Works

REGIONAL

- Bay-Lake Regional Planning Commission
- NEW North, Inc.

STATE

- Wisconsin Economic Development Corporation
- Wisconsin Public Service (WPS)

DEFINITELY DE PERE

Definitely De Pere is a non-profit organization committed to promoting downtown De Pere through marketing, special events, and business development efforts. The organization is a nationally accredited Main Street program through the National Main Street Center.

MISSION: Improve quality of life through assisting in the revitalization of the downtown business community and thereby the community as a whole through **concentrated efforts in organization, promotion, design and economic enhancement**

DE PERE AREA CHAMBER OF COMMERCE

Today, the DPACC has hundreds of members, representing thousands of employees in the De Pere, Green Bay, Ashwaubenon, Ledgeview, Wrightstown and more! DPACC engages in economic development, event planning, and community improvement.

MISSION: Make De Pere a destination for living, travel, and business

VISION: Drive economic growth in the community through De Pere Chamber events, programs and resources

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FINANCIAL ASSISTANCE

OBJECTIVE:

Strategically use economic incentives to spur business investments.

STRATEGIES:

- Market Industrial Revenue Bonds (IRB) as a support mechanism for industrial firms who are looking for a way to finance land purchase, building construction or equipment acquisition
- Encourage business owners to utilize TID funding for building restoration and facade enhancements through the Facade Grant Program
- Consider supplementing Facade Program funds with general fund money
- Utilize TID funds to focus on infrastructure development to encourage new business development in commercial corridors and business parks
- Utilize the Bay-Lake Regional Planning Commission's annual Comprehensive Economic Development Strategy Report
- Provide assistance to firms in interested in obtaining Small Business Administration (SBA) loans and State of Wisconsin administered loans and/or grants
  - Small Business Administration - (504, 7(A), Low DOC loans
  - State of Wisconsin - Technology Development Grants and Loans, Customized Labor Training Grants and Loans, Major Economic Project Grants and Loans

FIND OUT MORE:

REGIONAL CEDS

The Bay-Lake Regional Planning Commission annually creates a Comprehensive Economic Development Strategy (CEDS) report, which evaluates local and regional population and economic activity. Economic development trends, opportunities, and needs are identified within the CEDS report. All communities served by the commission, including the City of De Pere, are invited to identify future projects for economic development that the community would like to undertake. Those projects are included within the CEDS and may become eligible for federal funding through the Economic Development Administration (EDA) Public Works grant program.

FUNDING PROGRAMS

Available financing tools to help realize the vision for the downtown and broader municipality include (please note, this list is not comprehensive):

LOCAL

- Building Facade Easements
- Business Improvement District
- General Obligation Bonds
- Private and Foundation Philanthropy
- Brown County Revolving Loan Fund (RLF) Program
- Industrial Revenue Bond
- Tax Increment Financing

STATE

- DNR Urban Forestry Grants
- Brownfields Redevelopment Assistance (State Assistance)
- State Historical Society
- Transportation Economic Assistance (TEA) - WisDOT
- Business Employees' Program (BEST)
- Community Based Economic Development (CBED) Program
- Community Development Block Grants (CDBG-ED)
- Transportation Alternatives Program (TAP)

FEDERAL

- Brownfields Redevelopment Assistance
- Community Development Corporation Grants
- HOME Investment Partnerships Program – HUD
- National Trust Main Street Program
- Neighborhood Stabilization Program (HUD)
- Recovery Zone Bonds
- Recreational Trails Program (RTP) (FHWA)
- Rural Business Enterprise Grant (RBEG) (USDA)
- Rural Community Development Initiative Grants
- (USDA Rural Development)
- Small Business Administration
- Small Cities Development Grant Program
- Transportation Enhancement Program
- See WEDI for more information

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EMPLOYMENT BY OCCUPATION AND INDUSTRY

US Census Bureau American 2023-2024 American Community Survey Estimates

	De Pere	Brown County	Wisconsin
OCCUPATION			
Management/Business/Science/Arts	37.1%	39.4%	41.2%
Service occupations	19.3%	14%	14.7%
Sales and office occupations	20.4%	20%	18.4%
Natural resources, construction, and maintenance occupations	7%	7.9%	8.7%
Production, transportation, and material moving occupations	16.2%	18.6%	17.1%
INDUSTRY			
Agriculture/Mining	0%	1.3%	2.0%
Construction	4.8%	5.5%	6.5%
Manufacturing	15.9%	19.7%	18.2%
Wholesale trade	2.9%	2.3%	2.1%
Retail trade	10.6%	11.3%	10.9%
Transportation/Utilities	5%	6.7%	4.9%
Information	0.5%	1.1%	1.2%
Finance/Insurance/Real Estate	7.6%	7.8%	6.0%
Professional Services	8.5%	8.7%	9.9%
Education/Health Care/Social Services	25.6%	22%	23.3%
Arts/Entertainment	2.1%	6.6%	7.2%

**Percentages are estimated and may not sum to totals due to rounding.*

TOP EMPLOYERS BY WORKFORCE SIZE

City of De Pere, 2024

NAME	PRODUCT OR SERVICE
Unitied Healthcare	Health Insurance & Related Services
Humana Insurance Co	Health Insurance & Related Services
St Norbert College	College/University
West De Pere School District	Elementary and Secondary Schools
Unified School District of De Pere	Elementary and Secondary Schools
Belmark Inc	Commercial Flexographic Printing
Dürr Systems Inc	Machinery and Equipment
Festival Foods	Supermarket
Green Bay Packaging	Commercial Printing and Packaging
RR Donnelley	Marketing, Packaging, Print
Robinson Metal	Custum Metal Fabrication

NEW NORTH, INC.

New North, Inc. is a 501(c)3 nonprofit, regional marketing and economic development Corporation fostering collaboration among private and public sector leaders throughout the 18 counties of Northeast Wisconsin, known as the New North region. New North is a regional partner to the Wisconsin Economic Development Corporation (WEDC) and the State of Wisconsin, as well as local economic development partners and represents more than 100 private Investors.

The New North brand unites the region both internally and externally around talent development, regional brand development, and business development, signifying the collective economic power behind the 18 counties of Northeast Wisconsin.

MISSION: To be the catalyst for regional prosperity for all through collaborative action

VALUES: Collaboration - Representing the collective region for business investment and for individuals looking to make the New North their home

OUTCOME: Measurable net increase in higher paying jobs, improved social and economic well-being, while maintaining our superior quality of life

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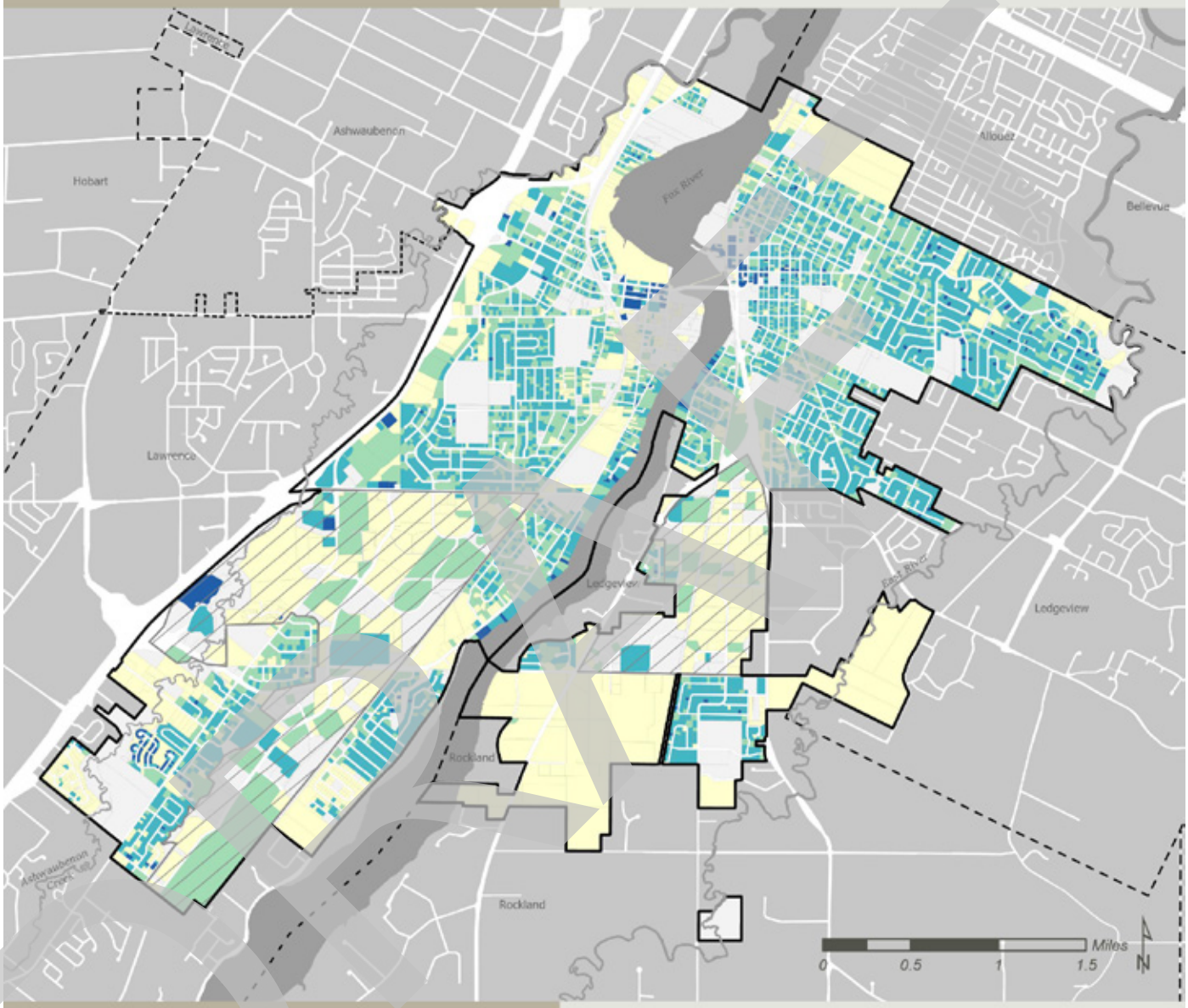
ECONOMIC DEVELOPMENT



Through public input, it was understood that two longstanding industries to be preserved and built upon within De Pere are Manufacturing and Educational Services (St. Norbert). With the rise of Research and Development, and the opportunity for local business expansion, the City should continue to support light industrial business growth within the business/industrial parks and Southeast Area (*See Southeast Area Plan*)

The City should consider potential redevelopment sites within the downtown (*See Downtown Plan*) for an opportunity to grow the entertainment and retail industries.

Data Source: City of De Pere (2024)

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2.2 CULTURAL RESOURCES

Goal: Increase and coordinate unique activities that enliven the city and increase the sense of community

As one of the oldest communities in Wisconsin, the City of De Pere has a number of historical and cultural resources that provide residents with a strong quality of life. Placing an emphasis on small-town charm, De Pere has made a conscious effort in past planning strategies to recognize and celebrate elements of the community that serve as the foundation. Such elements include cultural landmarks, public greenspaces, historic structures, and cohesive design that exudes De Pere charm. In addition, long-standing community institutions like churches, libraries, schools and entertainment venues, restaurants, museums and cultural centers contribute to a strong sense of place, and continue to tell De Pere's history.

ENSURE EQUITY, INCLUSION, AND ACCESS TO OPPORTUNITY FOR ALL

Celebrate the community's diverse heritage and embrace cultural differences.

CONNECTED AND ACCESSIBLE	LIVABLE AND VIBRANT	SUSTAINABLE AND RESILIENT
Strengthen civic pride and a spirit of welcoming.	***Foster a strong community identity through arts and culture.***	***Build robust social networks and prioritize health and wellbeing to meet residents' daily needs.***

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EXISTING ASSETS

De Pere boasts a wide range of community arts and cultural assets. From the De Pere Historical Society and the future Mulva Cultural Center, to its historical physical character and annual events hosted by non-profits like Definitely De Pere, De Pere provides residents and visitors with a unique blend of history and tradition. This sense of place within De Pere is further supported by the energy of a college campus and a vibrant downtown with access to the Fox River.

BUILT ENVIRONMENT & DESIGN

- **Historically Significant Sites & Buildings**. The existence of these sites preserves important aspects of the past and provides a sense of continuity and place through architecture and design unique to De Pere's culture.
- **Streetscape & Public Art Design.** Street lighting, trees, signage, public art and landscaping have been intentionally chosen to signal a cohesive community.
- **Unified Downtown De Pere.** The downtown provides riverfront views, a compact mixed-use development pattern, community spaces and walkability.

COMMUNITY INSTITUTIONS:

- **Civic and Non-profit Organizations.** Resources like Definitely De Pere are involved in the planning and design of the city. Furthermore, non-profit institutions and community groups coordinate festivals and other events within the community such as Art Walks, Sip and Shops, and Celebrate De Pere.
- **Education Institutions.** Aside from being home to two school districts, which span across approximately 60 square miles and multiple municipalities, De Pere also hosts St. Norbert College, a private Catholic Norbertine liberal arts college with about 1,939 students enrolled (fall of 2020).

BEST PRACTICE: PLACEMAKING

Placemaking is the design process by which an environment becomes meaningful to people. The interactions between the community and their surroundings create a sense of belonging to that environment.

Various placemaking practices can positively impact the community, including promotion of mixed-uses, preservation of historic character and adaptive reuse, increased walkability and bikeability, and enhanced vibrant livability through streetscape, public art, and community gathering spaces.

By establishing a cohesive culture that attracts travelers and locals like, placemaking strategies drive additional economic development and helps to attract and retain residents and businesses. People choose to live in places that offer the amenities, resources, social and professional networks, and opportunities to support thriving lifestyles.

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EVENTS

OBJECTIVE:

Reinforce the City's program of events with marketing and promotions. Provide high quality ongoing events that complement traditional celebrations and extend fun and festivity throughout the year. Target events to both families and young people, including college students.

STRATEGIES:

- Promote diversity in De Pere by encouraging citizen/non-profit groups to host festivals and other events in the city
- Continue to allow the school districts to hold district events at city parks and other community-owned facilities
- Collaborate with private schools to consider holding public events like recreational programs or meetings
- Increase the number of events at Voyager Park
- Consider improving the community center to make it a destination for special programs such as noontime concerts, arts, and craft shows
- Market events at key entrances into the downtown

SEE ALSO:

- Downtown ***(Section 3.2)***

HISTORIC

OBJECTIVE

Actively promote the preservation and recognition of historical structures and neighborhoods within the City.

STRATEGIES:

- Maintain the City's existing Plan and historic districts and identify additional historic and scenic sites (including archaeological sites) in the city
- Actively encourage the preservation and recognition of historical structures and neighborhoods within the city
- Encourage developers to design new structures in a historically sensitive manner, but not replicate, whether the new structure is in proximity to or replacing a historical structure
- Utilize Historic Preservation Funds to continuously rank historically significant structures that should be protected
- In collaboration between Definitely De Pere and De Pere Historical Society, utilize Historic Preservation Funds to create a brochure highlighting a historic walking or bicycling tour of downtown De Pere
- Periodically review and revise the City's Historic Preservation Ordinance to ensure its continued viability
- Work with the DNR and the Neville Public Museum to identify and preserve archeological sites and artifacts

SOCIAL WELL-BEING

OBJECTIVE

Promote a quality living environment through the provision of adequate and efficient recreation, transportation, utility, emergency, and other public facilities and services affecting the health, safety, and well-being of De Pere residents and businesses.

STRATEGIES

- Continue to provide programs through De Pere's Health Department that protect the well-being and safety of the citizens of De Pere (immunization clinics, disease investigations, adult health clinics, school health promotion, environmental services, etc.)
- Discuss what it means to feel "safe" in a community for all residents of De Pere
- Promote active living and market De Pere's recreational assets as public resources that are available to all
- Continue to offer social and community services to residents such as elderly care, childcare and healthcare
- Prioritize providing affordable and accessible basic needs for residents (an adequate supply of affordable housing, healthy food, public transportation, etc.)
- Prioritize an effort to identify all of the neighborhoods, districts, and special areas within the city through design and placemaking to recognize and foster not only their own unique identities but also their ties to the rest of the city

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ARTS

OBJECTIVE:

Support a strong local arts and culture community and economy.

STRATEGIES:

- Build off the momentum of the new Mulva Cultural Center for complimentary programming within the downtown on both sides of the river
- Refer to the Downtown Plan, Cultural District Plan, or other guiding documents for placemaking concepts in both the public and private realm
- Establish a unified placemaking theme and identify potential public art projects to unify both sides of downtown
- Consider installing public art to help interpret De Pere's unique history and heritage. Consider locations for art installations in areas like the Claude Allouez Bridge, the roundabout and within the city's streetscape
- Use art and culture as a placemaking tool across the community
- Improve the accessibility and inclusivity of civic, arts, and cultural facilities, venues, and activities with the goal that they will be more diverse and universally accessible
- Cultivate the local creative community - consider an artist census to identify local talent for festivals, murals, and public art

TOURISM + VISITORS

OBJECTIVE:

Market De Pere's cultural assets to attract visitors to experience community art, festivals, the Riverwalk, the downtown and other cultural amenities.

STRATEGIES:

- Consider community events, attractions, public art, and placemaking along the Fox Riverwalk and Fox River Recreational Trail to capitalize on the downtown's proximity to this natural asset
- Partner with Green Bay museums to extend events, programming, and exhibits to De Pere
- Consider applying for funds through the Wisconsin Coastal Management Program (WCMP) for planning or implementation projects that promote public access, education, or tourism within the Great Lakes
- Consider a joint exhibition/display within the De Pere Historical Society and the Mulva Center, highlighting historic sites within De Pere, celebrating and educating the history of the community

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HISTORIC DISTRICTS

Downtown De Pere and immediately surrounding areas include six historic districts, including:

1. **Fox River Lock and Dam**. These structures are an important link to the city's heritage and connection to the Fox River. Many local industries used hydropower, and were built directly over the dam. The lock was an important connection in the shipment of goods between the Great Lakes and the Mississippi River via the Fox/Wisconsin canal system. While no longer used for the production or shipment of goods, the canal continues to accommodate small boats. The Riverwalk will incorporate this unique district the riverfront park and recreational system.

2. **Main Avenue District (south side of the 300 block of Main Avenue)**. When railroad service came to the region, west De Pere quickly developed along Main Avenue as the primary route of access between the Chicago and Northwestern Railroad and De Pere. This eighteen building district contains the most intact concentration of nineteenth and twentieth century commercial buildings on the west side of the river. These buildings range from one to two stories in height, and all but one is faced with brick. Among its commercial vernacular styles, the district also includes the neoclassical Bank of west De Pere building at 371 Main Avenue.

3. **South Broadway District (east side of the 100 block of Broadway)**. This district consists of six, one- and two-story brick buildings on the east side of South Broadway's 100 block, built rapidly after a devastating fire in 1882. Because of their virtually simultaneous construction with the same material, these building facades blend seamlessly with the one adjacent to it.

4. **North Broadway District**. The district has long been home to some of De Pere's most affluent families. Architectural styles within the district vary, but many buildings are attributed to the late Victorian style.

5. **North Michigan Street/ North Superior Street District**. This historic residential district is located to the north of downtown east De Pere, and is comprised of small to medium-size homes. Examples of nearly every architectural style and vernacular form are present within the district, and were generally built between 1860 and 1950.

6. **Randall Avenue District**. Development patterns within the district were some of the first to be shaped by the introduction of the car as a part of American culture. The majority of homes within the district date from the inter-war years of 1920 to 1940 and the district include examples of Colonial, Georgian, and Tudor Revival styles.

In addition, other multi-building districts that could produce additional National Register listings include:

- The balance of the Broadway commercial district, from the Bridge roundabout to James Street.
- The balance of the Main Avenue commercial district, from 3rd to 5th Street, excluding the north side of the 400 block.
- The St. Norbert College campus.

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Data Source: City of De Pere (2024)

03. PLACE

This chapter outlines the strategies related to the physical characteristics and development of the city. Places are the spaces and structures that shape our community.

VISION:

De Pere's thriving downtown and neighborhoods are the cornerstone to its success as a community with accessible amenities and a strong culture

GOALS:

- **Land Use:** Manage the future growth and redevelopment within the city to ensure orderly, balanced, sustainable development that integrates a mixture of uses
- **Downtown:** Support downtown as a vibrant and charming destination for residents and visitors that has connectivity to the Fox River, and is an accessible, walkable and unified district for all
- **Housing:** Develop new neighborhoods and maintain older neighborhoods which offer a variety of quality housing opportunities for all De Pere residents to attract and retain residents of all ages and income levels

KEY TOPICS AND STRATEGIES BY GUIDING PRINCIPLES

CONNECTED AND ACCESSIBLE	LIVABLE AND VIBRANT	SUSTAINABLE AND RESILIENT
■ Mixed uses, walkable to services	■ Housing options for all	■ Smart growth
■ Access to river	■ Historic preservation	■ Tree canopy
■ Access to downtown	■ Downtown	■ Flexible zoning/adaptive reuse
	■ Pride in place	■ Residents + Businesses commitment to sustainability

ENSURE EQUITY, INCLUSION, AND ACCESS TO OPPORTUNITY FOR ALL

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CHAPTER CONTENTS

3.1 LAND USE

- Redevelopment + Mixed-Uses
- Smart Growth
- Gateway Corridors
- Sustainable Development
- Existing Inventory + Projections
- Future Land Use + Place Types

This section meets the requirements of State Statute 66.1001 (2)(h)

Agricultural Resources, meeting 66.2002(2)(e), is discussed under "Smart Growth".

3.2 DOWNTOWN

- Placemaking
- Business Support
- Walkability
- Open Space + Riverfront Access
- Downtown Living
- Building Design + Character

This section summarizes recommendations from the Cultural District Plan (2018) and West Downtown Plan (2022)

3.3 HOUSING

- Mixture of Types
- Reinvestment + Rehabilitation
- Neighborhood Character
- Infill Development

This section meets the requirements of State Statute 66.1001 (2)(b)

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3.1 LAND USE

Goal: Manage the future growth and redevelopment within the city to ensure orderly, balanced, sustainable development that integrates a mixture of uses

As the city continues to develop, the land use plan will create a framework for identifying a desired fabric of compatible uses, while maintaining community identity. A sustainable community provides a mixture of land uses and densities which positively impact economic, cultural, and environmental outcomes. As De Pere prepares for growth in the southern portion of the city, it's integral to ensure that adjacent land uses are compatible in use and intensity, and that the newly developed area is supported by basic city services in a sustainable manner.

In order to plan for future land use and development in De Pere, it's necessary to consider existing land use and development trends. Land use regulations that encourage a mixture of compatible uses are conducive to an efficient multi-modal transportation network, open space preservation, and sustainable infrastructure systems. Proposed future land use in the following section is based upon a land use inventory and analysis which examines past, existing and projected future land use need.

ENSURE EQUITY, INCLUSION, AND ACCESS TO OPPORTUNITY FOR ALL

Support development that encourages a diverse mixture of uses, workplaces, and housing types.

CONNECTED AND ACCESSIBLE	LIVABLE AND VIBRANT	SUSTAINABLE AND RESILIENT
Support a network of greenways and nonmotorized trails to connect neighborhoods to community assets.	***Strengthen De Pere's mixed-use urban form to support safe and convenient access from residences to daily needs.***	***Promote sustainable building practices that reduce impacts on the environment.***

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PRINCIPLES OF THE LAND USE PLAN

Land use choices are influenced by how people interact with the area, defining characteristics of the built/natural environment & critical utility systems.

COMPATIBILITY

Integrating homes with services and access to jobs, recreation and other needs and amenities in a walkable, healthy environment. Organizing land uses in a way that prevents conflict and minimizes potential negative impacts between adjacent or nearby uses.

MOBILITY

De Pere's land use plan is informed by motorized/ non-motorized right-of-way usages, with street functionality influencing land use, and vice versa.

INTENSITY OF USE

The intensity of each use and how different uses relate to each other through scale, form, the amount of traffic generated, or operational impacts.

SYSTEMS

A land use pattern that maximizes the City's ability to provide services to it's residents and businesses efficiently and cost effectively.

PEOPLE

The act of promoting a strong De Pere identity, welcoming neighbors, and strengthening social ties across demographic groups.

FIND OUT MORE:

- Cultural District Plan
- West Downtown Plan
- Southeast Area Plan
- See Place: Housing

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REDEVELOPMENT + MIXED USES

OBJECTIVE:

Promote continued reinvestment and a mixture of uses in areas already served by public utilities.

STRATEGIES:

- Prioritize redevelopment of underutilized lots in the historic core of the city
- Identify and reserve appropriate areas for future industrial and business park expansion and seek ways to better integrate these uses with nearby residential and retail uses
- Strive for 15 minute neighborhoods that provide safe walkable or bikeable access to shopping, education, recreation, and workplaces
- Utilize City of De Pere Zoning Code for the development / redevelopment of property in mixed-use districts
- Promote traditional neighborhood design (TND) as a viable mixed-use development option
- Ensure the compatibility of adjoining land uses for both existing and future development

BROWNFIELD REDEVELOPMENT

OBJECTIVE:

Evaluate and promote the remediation of environmentally contaminated sites for future commercial or industrial uses.

STRATEGIES:

- Create a City brownfield fund and leverage the funds with other state and federal resources for a targeted return on grants of 3:1
- The City of De Pere should continue to actively work with Brown County and the State of Wisconsin in identifying brownfields
- Partner with Brown County, the State of Wisconsin, and U.S. Environmental Protection Agency to get involved with a number of programs that could be utilized to assess and remediate any contamination
- Utilize the Brownfield Site Assessment Grant (WDNR) to finance assessment of environmental contamination at Brownfield sites, this may include partnering with neighboring communities to develop a large enough proposal for the US GPA & WDNR Programs
- Encourage property owners of potential brownfields to contact Brown County to access funds to pay for the cost of environmental assessment and remediation planning
- Utilize the Brownfields Initiative though the Wisconsin Economic Development Corporation which provides grants to individuals, businesses, local development organizations, and municipalities for environmental remediation activities for brownfield sites where the owner is unknown, cannot be located, or cannot meet the cleanup costs
- Utilize the CDBG-Blight Elimination and Brownfield Redevelopment Program through the Wisconsin Economic Development Corporation which helps small communities obtain money for environmental assessments and the remediation of brownfields

BROWNFIELDS are properties which are, or are perceived to be contaminated by petroleum products or hazardous substances. They are typically located in areas with existing infrastructure and public services, but are under-performing in the marketplace due to the stigma of actually or potentially being contaminated.

SEE ALSO:

- Infill Development (***Section 3.3 Housing***)

FIND OUT MORE:

- Wisconsin Contaminated Sites
- City of Las Vegas Zoning Ordinance

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SUSTAINABLE DEVELOPMENT

OBJECTIVE:

Incentivize new development and redevelopment to incorporate sustainable concepts into their plans.

STRATEGIES:

- Require the installation of neighborhood facilities within new subdivisions, including street trees, sidewalks/trails, and sites for playgrounds
- In areas of the city with unique or critical natural or cultural resources, conservation by design developments should be considered. The natural or cultural resource areas should be preserved as part of the permanent green space and the development built around these resources
- Ensuring local building codes do not restrict the appropriate usage of alternative energy systems such as passive photovoltaic (PV) arrays, solar hot water heating systems, geothermal heating/ cooling systems, or small-scale, distributed wind systems
- Promote the usage of recycled materials in new construction, including insulation and other applicable building materials
- Promoting Leadership in Energy an Environmental Design (LEED) as a minimum standard for new public and private construction and LEED-Neighborhood Development (LEEDND) as the standard for new subdivisions
- Coordinate City efforts at becoming an eco-municipality with the citizens and officials involved in Social, Economic, and Environmental Design for De Pere (SEEDs)
- New subdivisions should be designed to preserve natural drainage patterns, reduce fragmentation of wildlife habitat, and limit the amount of impervious surfaces, such as roads

SEE ALSO:

- Green Infrastructure & Ecosystems (***Section 4.2 Natural Resources***)
- Complete Neighborhoods ***(Section 3.3 Housing)***

Infill Residential Development

Green Infrastructure

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SMART GROWTH

OBJECTIVE:

Identify mixed-use Smart Growth areas (like the southern bridge region) next to existing development to take advantage of existing utilities and public services.

STRATEGIES:

- Identify future growth areas for 5-year increments based on past and projected growth rates, the ability to efficiently provide services, and the ability to maintain ample future growth areas for the city
- Coordinate the layout of new developments with the need for traffic circulation and pedestrian facilities. Blocks should vary in size and shape to follow topography, with frequent street connections and access to off-street trails or paths. Streets should knit the neighborhoods together rather than form barriers
- Create additional mixed-use neighborhood centers which contain a variety of commercial and residential uses with an emphasis on pedestrian scale rather than auto-oriented development patterns
- Discourage strip commercial development in favor of clustering commercial activities at designated nodes or selected locations which can service nearby neighborhoods
- Encourage commercial development in smaller neighborhood centers and the downtown rather than in strips along main thoroughfares
- Design neighborhood streets to discourage excessive speeding and cut-through traffic by narrowing street widths and corner curb radii, while still providing safe access for emergency and service vehicles. Curb extensions and other specialized measures can be used to calm traffic

SEE ALSO:

- Traditional Neighborhood Design (***Section 3.3 Housing***)

WHAT IS SMART GROWTH?

Smart Growth philosophies encourage communities to **promote higher density development in order to increase the efficiencies of residential development** and to **reduce the amount of agricultural land lost to development**.

Increasing density is only one element of Smart Growth, and it is important to recognize other issues, such as mixed land use, walkable design, and the inclusion of neighborhood public facilities, such as school and park sites, are also important elements of creating good neighborhoods.

It is important the City of De Pere consider increasing density for development, but all elements of creating good neighborhoods must be considered when setting lot density requirements, such as:

- Connectivity/mobility
- Housing design
- Utilities
- Amenities (schools, parks, mixed-use nodes)
- Green infrastructure

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BEST PRACTICE: GROWTH MANAGEMENT

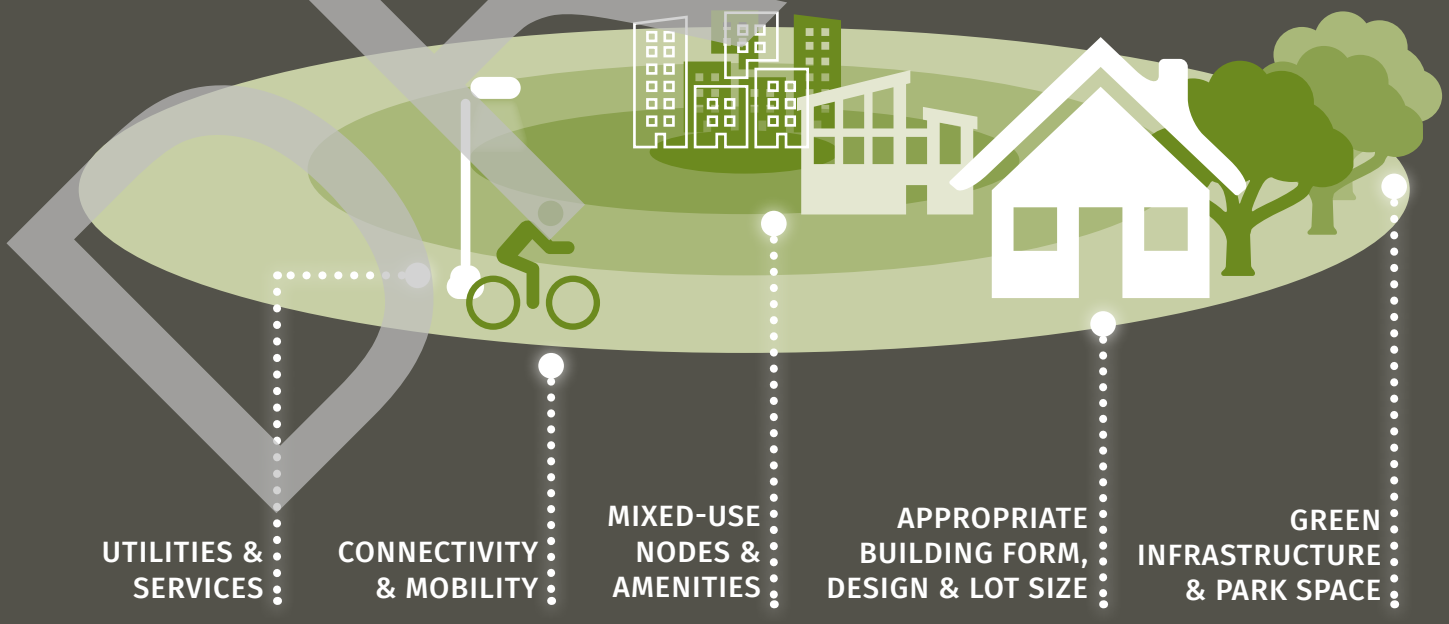
Smart Growth is a form of growth management. Growth management is an ever evolving trend which requires regular maintenance and should continually consider:

- Amount and capacity of undeveloped or under-developed land currently within the city which should be used to satisfy the demand for development prior to expanding.
- Projected population growth within the city and demand for future development.
- The ability to extend public water and sewer to serve new land areas outside of the growth boundary.
- The capacity and condition of the road system to support the new growth areas.
- The ability of the City, County and other public agencies to provide necessary services to the new growth areas and the additional resulting population.
- The impact of higher density development from expanding the growth boundary will have on natural features, agricultural uses and rural character.
- Consistency with the goals and objectives of the Master Plan.

Smart Growth and density go hand in hand. Density can fit the existing character of De Pere neighborhoods. Density will not always mean taller. It may simply mean more. By allowing more buildings on the same acreage, the cost of utilities provided per property decreases.

Tax revenues dictate, in part, the extent and quality of public services. Although development will increase the City's tax base, the same development will place additional demands upon public services. Low density development patterns require more infrastructure, which comes at a greater cost to the city. Meanwhile, they generate less tax value per acre. By allowing for increased density via land use, zoning, and policy the city increases housing choice. This will enhance accessibility in De Pere while also righting the imbalanced costs of spread development.

Increasing density is only one element of growth, and it is important to recognize other issues, such as mixed land use, walkable design, and the inclusion of neighborhood public facilities, such as school and park sites, are also important elements of creating good neighborhoods.



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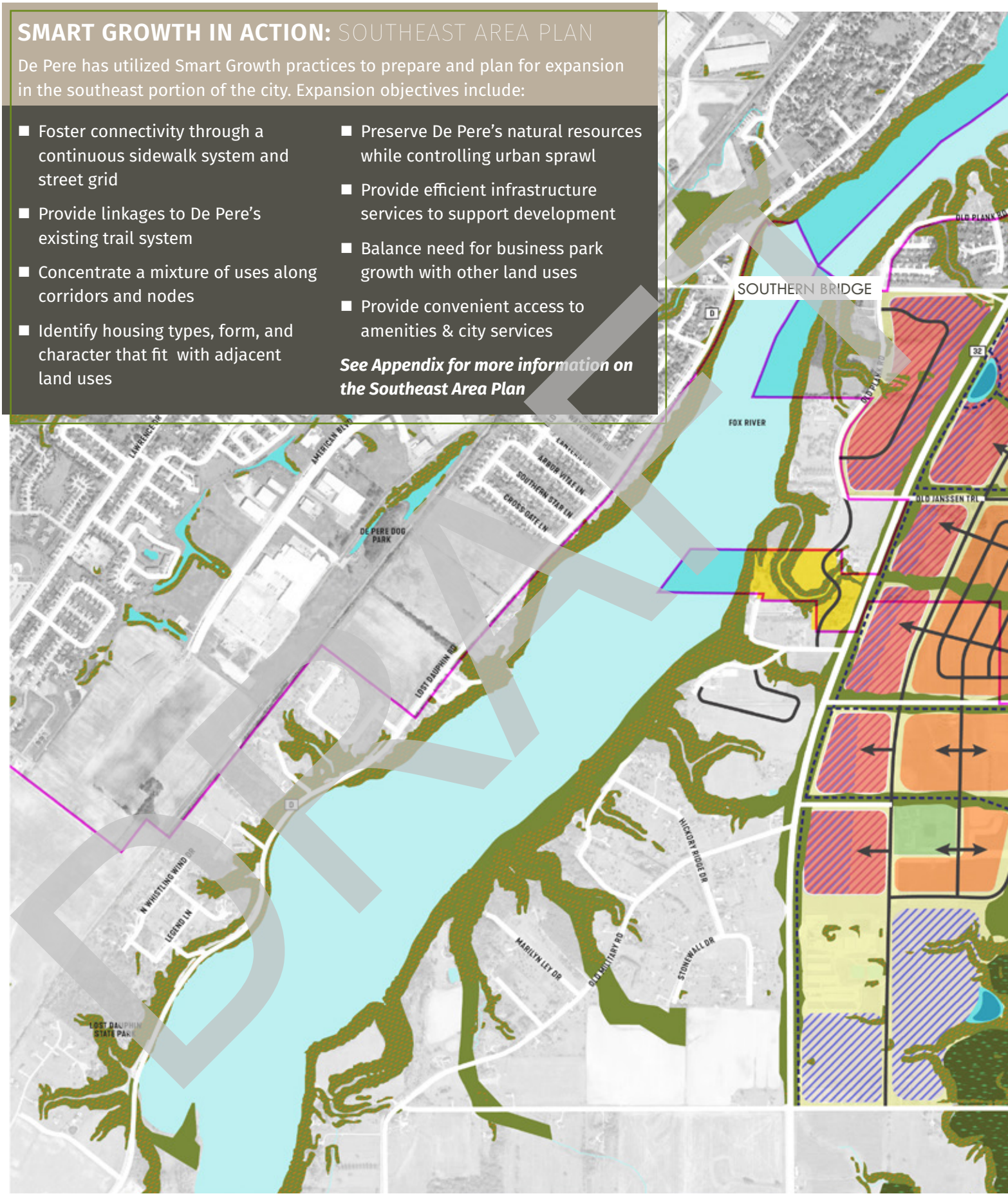
SMART GROWTH IN ACTION: SOUTHEAST AREA PLAN

De Pere has utilized Smart Growth practices to prepare and plan for expansion in the southeast portion of the city. Expansion objectives include:

- Foster connectivity through a continuous sidewalk system and street grid
- Provide linkages to De Pere's existing trail system
- Concentrate a mixture of uses along corridors and nodes
- Identify housing types, form, and character that fit with adjacent land uses
- Preserve De Pere's natural resources while controlling urban sprawl
- Provide efficient infrastructure services to support development
- Balance need for business park growth with other land uses
- Provide convenient access to amenities & city services

See Appendix for more information on the Southeast Area Plan



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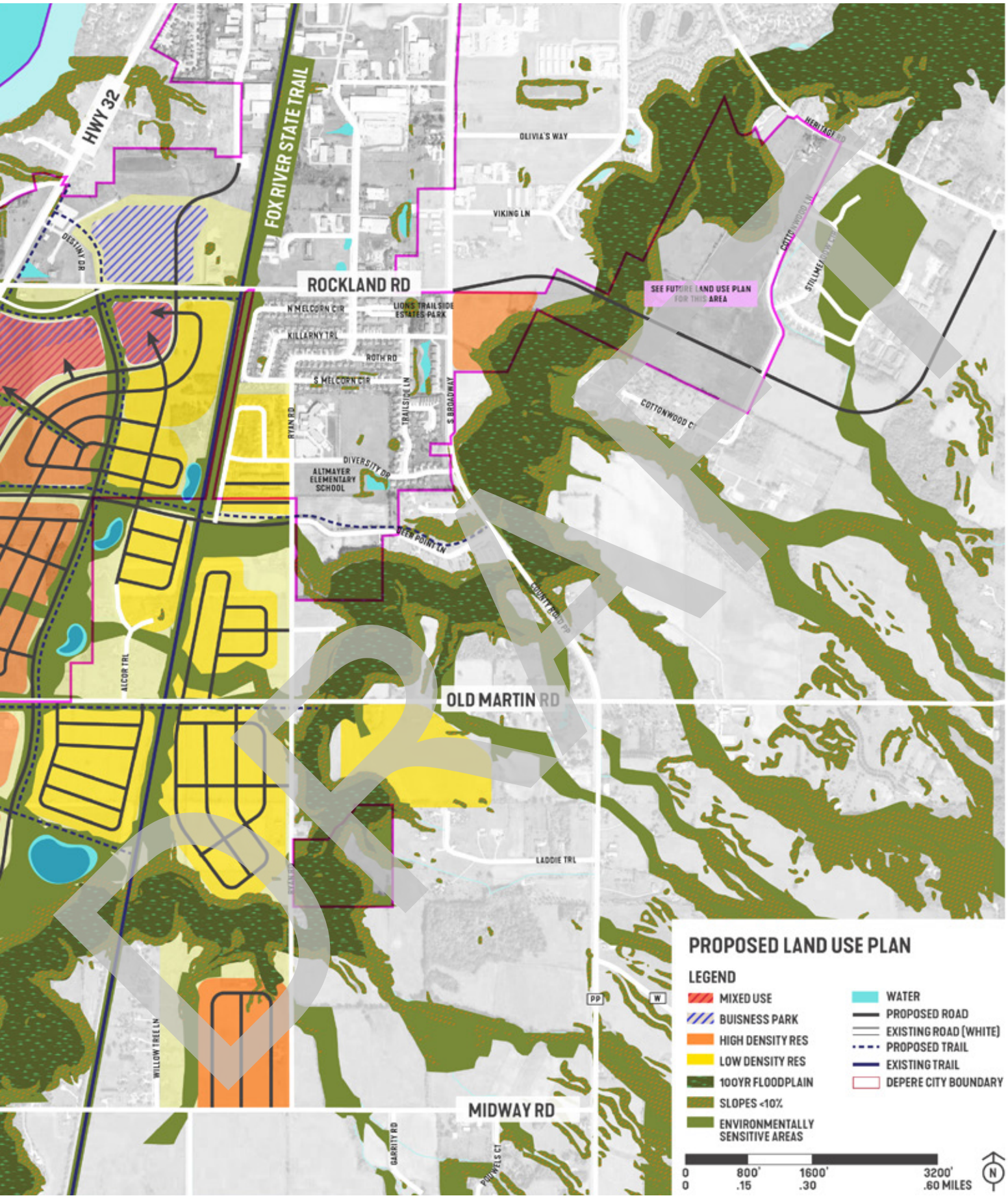
HWY 32
FOX RIVER STATE TRAIL
ROCKLAND RD
OLD MARTIN RD
MIDWAY RD
OLIVIA'S WAY
VIKING LN
HERITAGE RD
SEE FUTURE LAND USE PLAN FOR THIS AREA
COTTONWOOD CT
N MELCORN CIR
LION'S TRAILSIDE ESTATES PARK
KILLARNY TRL
ROTH RD
S MELCORN CIR
TRAILSIDE LN
S BROADWAY
RYAN RD
DIVERSITY DR
ALTMAYER ELEMENTARY SCHOOL
DEER POINT LN
COUNTY ROAD PP
ALCOR TRL
LADDIE TRL
WILLOW TREE LN
GARRITY RD
PRIMELS CT
PROPOSED LAND USE PLAN
LEGEND
MIXED USE
BUISNESS PARK
HIGH DENSITY RES
LOW DENSITY RES
100YR FLOODPLAIN
SLOPES <10%
ENVIRONMENTALLY SENSITIVE AREAS
WATER
PROPOSED ROAD
EXISTING ROAD (WHITE)
PROPOSED TRAIL
EXISTING TRAIL
DEPERE CITY BOUNDARY
0 0
800' .15
1600' .30
3200' .60 MILES
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URBAN RESERVE

OBJECTIVE:

A sufficient supply of vacant lands which can be provided with public services should be maintained in order to allow for continued orderly growth.

Future growth should be designed to encourage the following:

- Efficient land use
- Protection of farmland and natural areas
- Efficient provision of utilities services and infrastructure
- An efficient transportation system
- Locations for economic growth, and
- Diverse housing options

The Future Land Use Map identifies **Urban Reserve areas** which should be considered to be the City of De Pere's "smart growth" areas.

PRIMARY GROWTH

- Properties which can be more easily served and are more strategically located directly outside city boundaries should be a priority

SECONDARY GROWTH

- Properties slated for future developments located outside of an area with city-serviced utilities should be kept in a rural development holding pattern, until utility expansion is possible

URBAN AGRICULTURE AND COMMUNITY GARDENING

OBJECTIVE:

Enhance the quality of agricultural resources to provide sustainable land stewardship, economic opportunity, and local food options.

STRATEGIES:

- Research and support a plan to develop and promote community gardens and orchards
- Continue to permit community gardens as part of zoning and further expand allowable agricultural uses and activities within the community
- Utilize roof space where applicable for community gardens and urban agriculture

AGRICULTURAL RESOURCES

OBJECTIVE:

Work with the landowners to ensure the orderly and timely conversion of agricultural lands to other uses and to maximize the compatibility and minimize the conflicts between agriculture and adjacent land uses.

STRATEGIES:

- Rezone lands from exclusive agriculture when annexed into the community
- Do not permit the development of new large-scale livestock facilities within future growth areas of the City of De Pere
- Ensure future development in this area is consistent with the vision of the Comprehensive Plan, should the City of De Pere, the Town of Ledgeview and the Town of Rockland come to terms on a comprehensive border agreement
- Overtime, ensure an appropriate transition from the urban setting in the City of De Pere to the rural setting in the Town of Rockland through zoning and design guidelines

SEE ALSO:

- Section 5.2, ***Implementation***

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GATEWAY CORRIDORS

OBJECTIVE:

Promote high-quality, walkable, inviting gateway corridors at entrances to downtown and at city boundaries.

STRATEGIES:

- Position primary entrances to the street frontage
- Screen loading/service areas from residential areas
- Locate off-street parking in side or rear yard, not between building facade and street. Screen any parking visible from the street through landscaping or knee walls
- Promote pedestrian-scaled signage, especially blade/projecting signs and individual letter mounted signs
- Require front yards with pseudo-public amenities - hardscape extension of the sidewalk area, outdoor seating/dining, bike parking, or landscape
- Promote residential uses above active first floor uses
- When sites are redeveloped, provide safe, wide sidewalks between the building entrance, through the parking lot, and the street
- Promote uses that will be successful to fit the character of the area, gradually reducing auto-oriented uses (car dealerships, repair shops)
- Driveways that disrupt pedestrian routes should be avoided and replaced by shared access and side street access connections. By reducing the number of driveways, navigation to each site becomes simpler while the corridor becomes safer with fewer curb cuts and a narrow median
- Refer to the De Pere Zoning Ordinance for design criteria regulating streetscaping, flags, banners, seasonal decorations, lighting, parking landscaping and signage controls to aesthetically integrate land use areas
- Focus placemaking techniques on main entrance corridors of the city (Main Avenue, Scheuring Road, Broadway Street, CTH G, STH 32, STH 57, etc.)
- Rather than expanding the roads from two lanes to four lanes, landscaped boulevards with left-turn bays should be a desired alternative. Boulevards can create very appealing entrances into communities and can create a very positive first impression to visitors

BEST PRACTICE: WALKABLE SITE DESIGN

WHAT'S THE IDEA?

Safe pedestrian environments are a critical element of a vibrant mixed-use corridor. A pedestrian's needs are fairly basic: comfortable, safe and destinations within walking distance. The following are several of the necessary ingredients of an inviting walking environment:

- A mixed-use development pattern that is compatible with walking; trips are short and can be made on foot.
- Continuous sidewalks of appropriate width (5-12 ft depending on street use).
- Safe and frequent locations for crossing.
- Buffers between pedestrians and traffic in the travel lane.
- Interesting and inviting buildings which address the street with observable doors and windows.
- Comfortable places to sit and wait.

WHY IS IT IMPORTANT

Walkable, pedestrian-friendly sites are more accessible for neighbors, encouraging them to walk or ride from nearby neighborhoods or bus stops, or encouraging visitors to park once and have a friendly way to get between businesses without having to move the car.

- Improve attractiveness of buildings and amenities
- Strengthen the corridor character and neighborhood identity
- Improve visibility of existing businesses

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LAND USE ANALYSIS

A. EXISTING LAND USE INVENTORY

In order to plan for future land use and development in De Pere, it is necessary to consider existing land uses and development trends. A land use inventory, which classifies different types of land use activities, is an important means of identifying current conditions. In addition, by comparing land use inventories from previous years, various trends can be discerned which are helpful in establishing the plan for future land use.

The key to a sustainable community is to provide a mixture of land uses which benefit the economic, cultural, and environmental base of the community. Specific actions, such as mixing appropriate land uses to create a viable transportation network for bicycling, transit, and pedestrians and encouraging development which enhances the social and environmental setting in which it is located is critical to developing a truly sustainable community. The land use inventory and analysis will provide the background data upon which future actions can be based.

Land Use	2009 Total Acre	2023 Total Acres	2023 Percentage
Single-Family	2,031	2,130	18%
Two-Family	202	194	1%
Multifamily	221	234	2%
Total Residential*	**2,454**	**2,558**	**22%**
Total Commercial	**475**	**553**	**5%**
Total Industrial	**985**	**1,082**	9%
Transportation	**1,264**	**83**	1%
Communication/Utilities	**88**	**140**	1%
Administration/Governmental Facilities	19	21	<1%
Educational Facilities	188	229	2%
Religious and Related Facilities	159	158	1%
Other Institutional Facilities (St. Norbert)	N/A	117	1%
Total Institutional/Governmental	**366**	**525**	4%
Total Outdoor Recreation	**420**	**266**	2%
Open Space	N/A	N/A	N/A
Agricultural Related	917	766	7%
Total Agricultural	**917**	**766**	7%
Rivers and Streams	484	529	5%
Woodlands	251	217	2%
Other Natural Areas	183	221	2%
Total Natural Areas	**918**	**966**	8%
GRAND TOTAL	**7,887**	**11,755**	100%

**Net density for residential land is 3.9 units/net acre*
Data Source: *City of De Pere (2021)*

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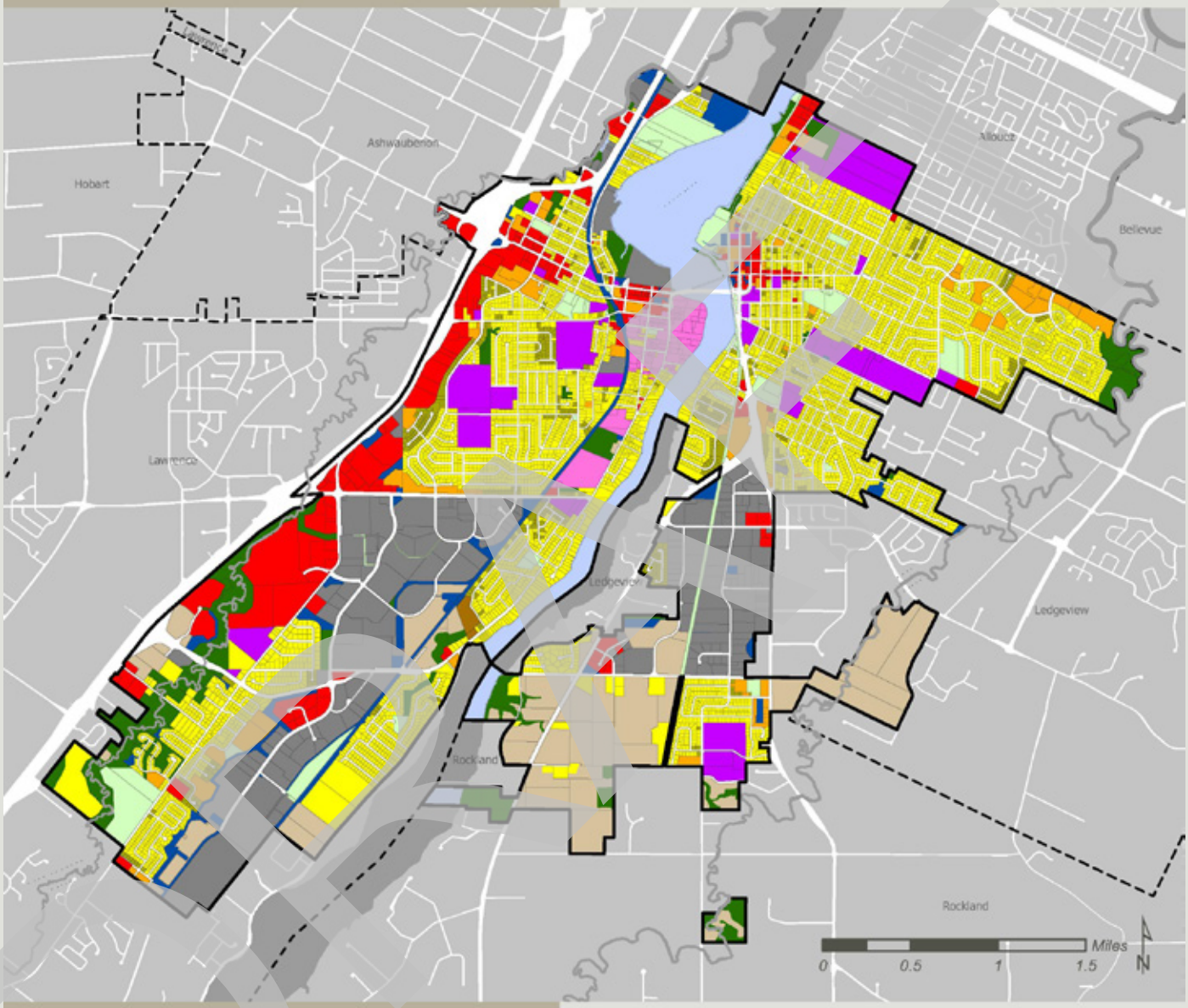
EXISTING LAND USE



Land in De Pere is predominantly residential in nature (22%), mainly serving single-family uses. Industrial uses take up the second highest amount of land in the City (9%), which will continue to grow as business parks expand.

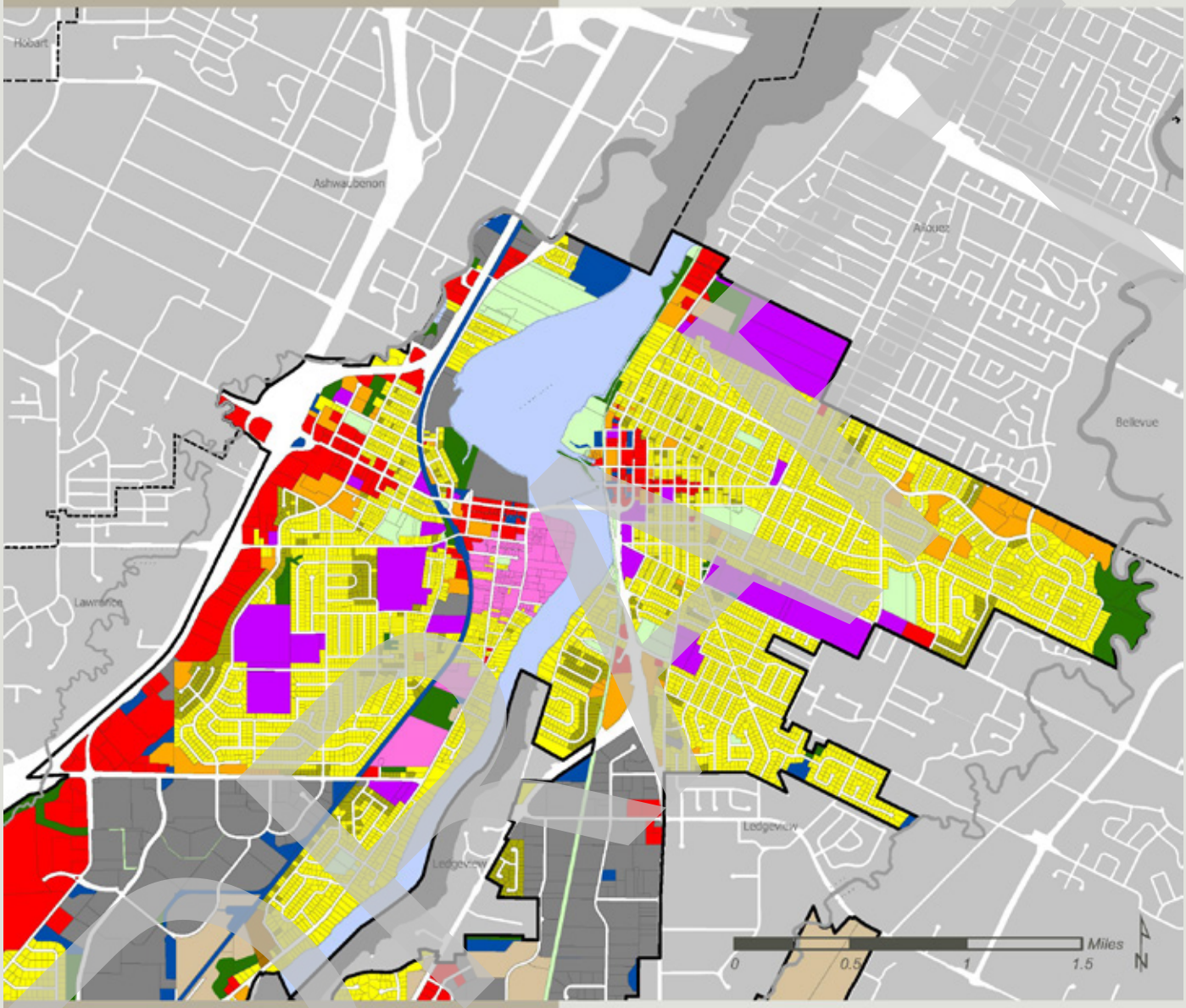
Natural feature preservation is an asset that has continued to support a culture of outdoor recreation within the City of De Pere. With 8% of De Pere's land use dedicated to natural areas, residents and visitors can enjoy trails along the Fox River, natural areas and woodlands.

- Single Family Residential
- Two Family Residential
- Multi-Family Residential
- Mobile Homes
- Commercial
- Religious and Institutional/ Governmental
- Industrial
- Transportation and Utilities
- Agricultural
- Parks and Recreation
- Natural Areas and Woodlands
- Water Features
- St. Norbert College
- Municipality Boundary
- City of De Pere

MAP TO BE UPDATED

Data Source: City of De Pere (2024)

EXISTING LAND USE - NORTH



MAP TO BE UPDATED

Data Source: City of De Pere (2024)

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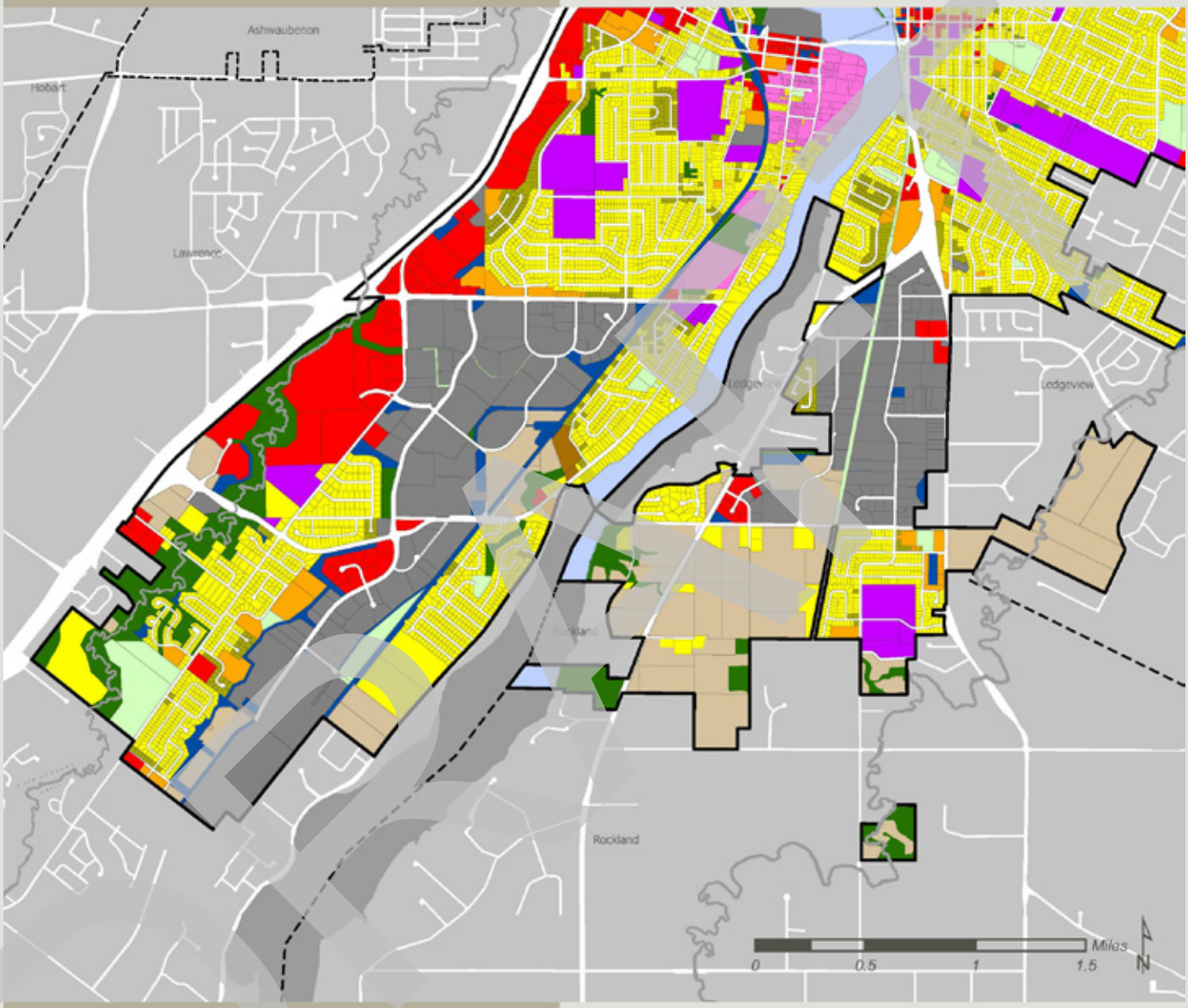
EXISTING LAND USE - SOUTH



MAP TO BE UPDATED

Data Source: City of De Pere (2024)

B. ZONING

Zoning is the most common regulatory device used by municipalities to implement plan recommendations. The major components of zoning include a written zoning ordinance and a zoning district map. The zoning ordinance includes specific language for the administration of the regulations. Included in the text are definitions, district use requirements, administrative procedures, sign and parking regulations, and other elements. The companion zoning district map defines the legal boundaries of each specified zoning district of the zoning ordinance.

The City has adopted development and design standards for multifamily residences, businesses, and industries to achieve an aesthetically attractive building environment that is practical, feasible, and an asset to owners, neighbors, and the city as a whole. City of De Pere Municipal Code Chapter 14 contains these standards that apply to any development within the following zoning districts:

RESIDENCE DISTRICTS

R-1 *Single-Family Residence District*

R-2 *Single- and Two-Family Residence District*

R-3 *General Residence District.*

R-4 *General Residence Office District*

BUSINESS DISTRICTS

B-1 *General Business District*

B-2 *Community Shopping District*

B-3 *Motor Highway Dependent District*

Hwy 41-A *Highway 41 Business Corridor: District A*

Hwy 41-B *Highway 41 Business Corridor: District B*

INDUSTRIAL DISTRICTS

I-1 *Industrial Park District*

I-2 *Limited Industrial District*

I-3 *General Industrial District*

A-1 *Agricultural District*

C-EO *Corporate-Executive Office District*

C-EO-2 *Corporate-Executive Office District-2*

I-B-1 *Industrial Business Park 1 District*

I-B-2 *Industrial Business Park 2 District*

Planned development district

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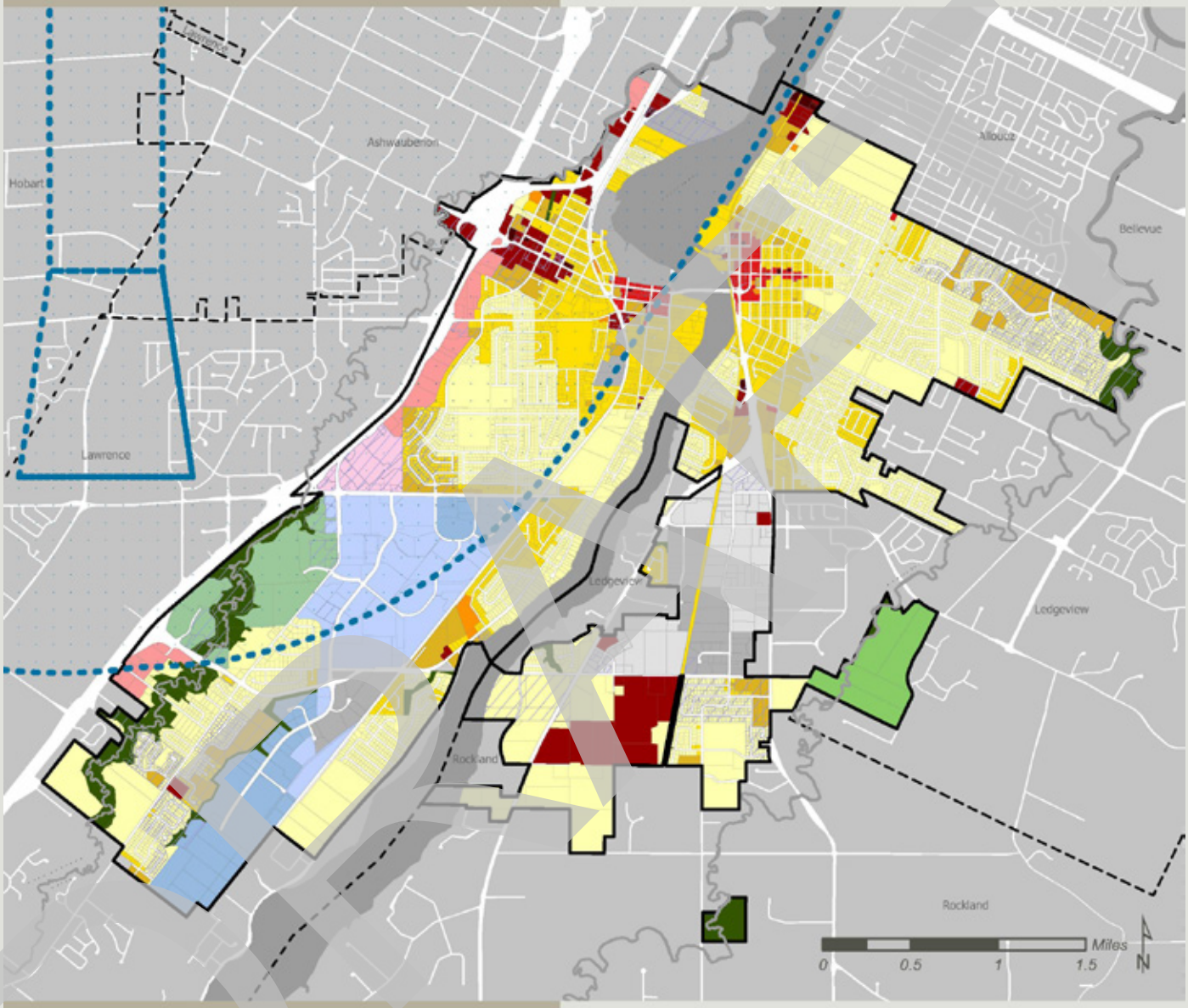
ZONING



Zoning takes into account existing land and how it's being used today, and envisions how it should be used in the future. The zoning code regulates both form and function of development on each parcel.

A large portion of the city is zoned residential, however there are integral pockets that serve industrial and commercial uses within the downtown, on the southeast side, and on the southwest side.

- A-1
- B-1
- B-2
- B-3
- C-EO
- C-EO-2
- HWY41-DISTA
- HWY41-DISTB
- I-1
- I-2
- I-3
- I-B-1
- I-B-2
- R-1
- R-2
- R-3
- R-4
- CON
- PDD
- Airport Zoning
- Municipality Boundary
- City of De Pere

Data Source: City of De Pere (2024)

MAP TO BE UPDATED

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C. LAND USE TREND ANALYSIS

SUPPLY & DEMAND

In order to identify current supply and demand of vacant residential land in the City, an analysis of the land parcel records from the Brown County Planning Commission was completed. The figure to the right identifies the annual number of new parcels created in the City of De Pere between 2016 and 2021. Corresponding with the COVID-19 pandemic and the impacts it had on economy and lifestyle, the number of new parcels created decreased dramatically from 2019 to 2022 and 2021. As the economy recovers and stabilizes, the available supply of vacant parcels will begin to decrease. Therefore it can be expected that there will be a need for additional new parcels of land for development as the economy continues to improve.

OPPORTUNITIES FOR REDEVELOPMENT

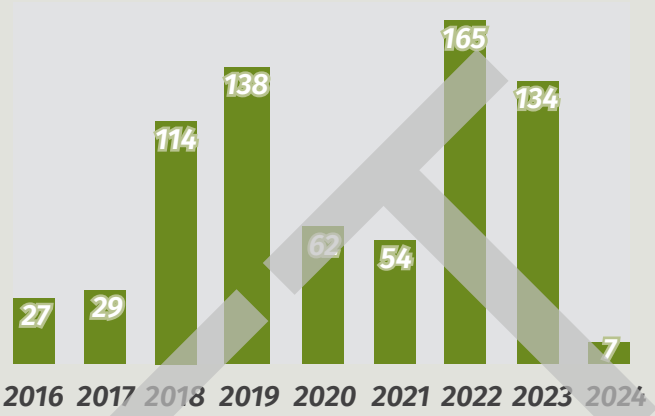
- Agricultural land to gradually decrease and be utilized for residential or business park usage
- SE Area Plan to catalyze Traditional Neighborhood Development (TND), town centers and business park expansion, with an emphasis on preserving natural features
- De Pere's downtown to increase in density, providing multi-family and mixed-use units where demand is present
- Residential areas adjacent to downtown to remain consistent with existing uses, while increasing mobility and connectivity to the downtown district, business parks, and surrounding nature trails and multi-use paths the community offers

SEE ALSO:

- Downtown ***(Section 3.2)***
- Southeast Area Plan & West Side Downtown Plan ***(Appendix)***

NUMBER OF NEW PARCELS CREATED

Brown County Tax Parcel Data, 2016-2024



BROWN COUNTY, WI

City of De Pere, 2024 Housing Market Fact Sheet

Median property values increased by 12.9% from 2022-2023

EXISTING & POTENTIAL LAND USE CONFLICTS

- Creating multi-family developments that blend harmoniously with surrounding neighborhood context
- Coordinating annexations, boundary agreements, and development activity for the City of De Pere and neighboring communities
- Consider density, connectivity, mixture of uses and community infrastructure needs as undeveloped areas continue to grow within the City. In addition, establishing Traditional Neighborhood Development (TND) standards to ensure that existing and future land uses exist cohesively

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LAND USE PROJECTIONS

The State of Wisconsin Comprehensive Planning Law requires communities to project their future land use needs for residential, commercial, industrial, and agricultural lands for a 20-year period in 5-year increments. In order to determine how much land the City of De Pere will need to continue to grow at its current rate, the land use inventories for 1980, 2003, 2009 and 2021 were first compared.

Based on American Community Survey Estimates *(US Census)* and annual growth rates from 2010-2020, De Pere's population is expected to grow by approximately 6,055 people between the years of 2020 and 2040. Based on the average of 2.34 people per household in the City, there will be a need for approximately 2,588 additional housing units in the next 20 years. However, this does not include the anticipated surge from the south bridge connector project.

POPULATION PROJECTIONS & ESTIMATES

United States Census Bureau American Community Survey Estimates

2040	31,064
2020	25,009
2010	23,225
2000	20,545

Based on a:

1.09% ***Annual Growth Rate from 2010-2020***

AVERAGE HOUSEHOLD SIZE

United States Census Bureau 2023 American Community Survey Estimates

2.3 *people*

Utilizing the existing housing percentages from the 2020 American Community Survey Estimates (above), of the 2,588 additional housing units needed, approximately 1,889 will be single-family units, 129 will be duplex units, and 569 will be multifamily units.

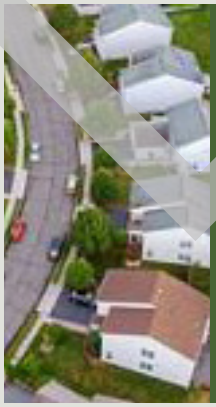
If the assumed residential acreage per single family housing unit is 1/3 acre, an additional 623 acres of single-family residential land will be needed to meet the current demand for this type of housing in the City through the year 2040. Additionally, as duplex units are typically placed on similarly sized parcels (approximately 1/3 acre) but contain two units, approximately 21 acres of land will be needed for two-family residential development.

In order to create a valid projection of multifamily acreage over the next 20 years, an analysis of existing multifamily developments was performed. The analysis utilized the 2010 Plan's assumption of 0.071 acres per multifamily unit. Therefore, taking the average 0.071 acres per multifamily unit and multiplying it by the projected 857 new multifamily units yields an acreage total of 40 acres required for future multifamily development.

UNITS BY HOUSING TYPES

United States Census Bureau 2022 American Community Survey Estimates. Projected Future Demand estimated for 2040

	Existing	Projected Future Demand
Single-Family	***7,399*** *(73%)*	*1,914 (74%)*
Duplex	***503*** *(5%)*	*129 (5%)*
Multi-Family	***2,212*** *(22%)*	*569 (22%)*
Total Units	***10,114***	***2,588***



SE AREA CONTRIBUTION & HOUSING SUPPLY

The city is anticipating southern expansion and development in the next 5-15 years due to the Southeast Area Plan. **The growth plan estimates an addition of housing units that would help fill the gap in projected future housing demand.** *For more details, see the Southeast Area Plan in the Appendix.*

SOUTHEAST AREA PLAN PROJECTED SUPPLY:

2,819 single-family units

(0.3 acre per unit)

2,532 multi-family units

(0.071 acre per unit)

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When all projected residential land uses are tabulated, it can be reasonably expected the City of De Pere will need to add approximately 685 acres for residential development.

The land use inventory found the ratio of land uses in the City of De Pere is currently approximately 1.00 acres of residential development for every 0.22 acres of commercial development, 0.42 acres of industrial development, 0.1 acres of recreational development, 0.03 acres of transportation infrastructure, 0.05 acres of communication/utilities infrastructure, and 0.2 acres of institutional/governmental facilities. Applying the 2022 land use ratios to the projected 685 acres needed for future residential development yields the need for another 148 acres of commercial land, 290 acres of industrial land, 71 acres of recreational land, 22 acres of transportation infrastructure, 37 acres of communication/utilities infrastructure, and 141 acres of governmental/institutional facilities during the 20-year planning period, thereby totaling 1,394 acres of land. The table below provides a trend analysis of residential, commercial, industrial, and agricultural land uses for the years of 1980, 2003, 2009 and 2022.

PROJECTED RESIDENTIAL ACREAGE DEMAND BY HOUSING TYPES

United States Census Bureau 2016-2020 American Community Survey Estimates

Single-Family	***623 acres***
Duplex	***21 acres***
Multi-Family	***40 acres***
Total Acreage	***685***

384 Total Acres of Undeveloped Land

Based on the City of De Pere 2022 Land Use Breakdowns

PROJECTED LAND USE NEED, 2040 (ACRES)

Land Use	*Acres*
Residential	685
Commercial	148
Industrial	290
Recreation	71
Transportation	22
Communication/utilities	37
Governmental/institutional	141
TOTAL	**1,394**

DE PERE LAND USE 1980-2021

Land Use	*1980 (Total Acres)*	*2003 (Total Acres)*	*2009 (Total Acres)*	*2022 (Total Acres)*	*Total Change (1980-2021)*
Residential	1,105 acres	2,208 acres	2,454 acres	2,558	1,453 acres
Commercial	228 acres	323 acres	475 acres	553	325 acres
Industrial	192 acres	856 acres	985 acres	1,082	890 acres
Agricultural	1,196 acres	1,106 acres	917 acres	766	-430 acres

Data Source: *City of De Pere (2021)*

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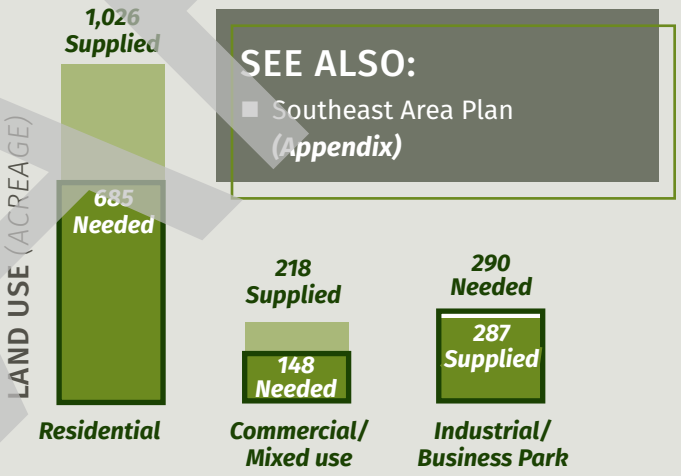
Based on the past 20 years of population growth, population projections, and current land uses within De Pere, it is assumed a base level of approximately 1,394 additional acres of land will be needed to accommodate the City's growth over the next 20 years. In order to account for market factors, such as the willingness of property owners to sell land, a flexibility range of 5-15 percent of the required acreage was factored into the total, resulting in a range of 1,464 acres of new development on the low end to 1,604 acres of new development on the high end over the next 20 years. The acreage range is based on the underlying assumptions regarding population growth, single-family residential density, and land use ratios continuing to hold true. It is important to note even relatively minor changes in any of these three factors could significantly impact the projected future acreage required for the City of De Pere. The chart below identifies the five-year growth increments for the City of De Pere. The increments are based on past trends and the projected future acreage requirements of the City of De Pere.

Due to COVID-19 impacts on retail and office space market demands, the city will continue to place an emphasis on mixed-use development within the downtown in order to adapt and reuse space that was previously utilized by office/retail before the pandemic. While land use ratios will stay the same, residential and commercial net densities will increase over time.

In addition, the Future Land Use Map graphically identifies the anticipated Growth Service Areas in 10 and 20 year increments, generally consistent with the City's exclusive service agreement with the Green Bay Metropolitan Sewerage District (GBMSD). The city is anticipating southern expansion and development in the next 5-10 years due to the Southeast Area Plan. The growth plan estimates an addition of 1,530 acres of mixed use, low/high density residential, and business park use, which helps to meet some of the projected land use need identified for the next 20 years.

SOUTHEAST AREA PROJECTED LAND USE SUPPLY

Acreage needs are based on Projected Land Use Need for 2040. A detailed summary of projected acreage supplied by the Southeast Area Plan can be found in the Southeast Area Plan portion of the Appendix.



SEE ALSO:

- Southeast Area Plan *(Appendix)*

FIVE-YEAR GROWTH INCREMENTS FOR THE CITY OF DE PERE *(TOTAL ACRES)*

Use	Year				
	2022 (Existing)	2025	2030	2035	2040
Residential	2,558	2,729	2,901	3,072	3,243
Commercial	553	590	627	664	701
Industrial	1,082	1,154	1,227	1,299	1,372
Agricultural	766	It is expected agricultural land uses within the city will continue to decrease as they are converted to other uses and as the city continues to grow. On occasion, the agricultural areas in the city may increase due to an annexation of agricultural land from a surrounding town. However this will be for a relatively short time until those lands are also converted to a developed use.			

Data Source: *City of De Pere (2021)*

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D. FUTURE LAND USE

The future land use plan provides the vision of how the City of De Pere can look 20 years from now, building on what's existing today. The recommendations regarding the location, density, and design of future development are the cornerstone of the overall plan. The future land use plan is the composite of the goals, objectives, and recommendations contained in all of the chapters.

It is important to note that the Future Land Use Map does not take the place of the City's official zoning map. Instead, the Future Land Use Map is to be utilized as a reference when reviewing proposed rezoning applications to ensure consistency between rezoning actions and the comprehensive plan. In addition to the Future Land Use Map, the Planning Commission and City Council should utilize the plan's goals, objectives, and recommendations to formulate a sound basis for zoning decisions.

RESIDENTIAL

Neighborhood Residential

Multi-Family Residential

COMMERCIAL

Mixed-Use Neighborhood Nodes

Downtown Mixed-Use

Mixed-Use Corridors

Highway Commercial

EMPLOYMENT

Business Park

Industrial

Institutional/Governmental Facilities - Public

Institutional/Governmental Facilities - Private

Institutional/Governmental Facilities - St. Norbert College

OPEN SPACE

Parks & Recreation

Natural Areas

Utilities - Public

Utilities - Private

Utilities - Transportation

URBAN RESERVE AREA

See Southeast Area Plan

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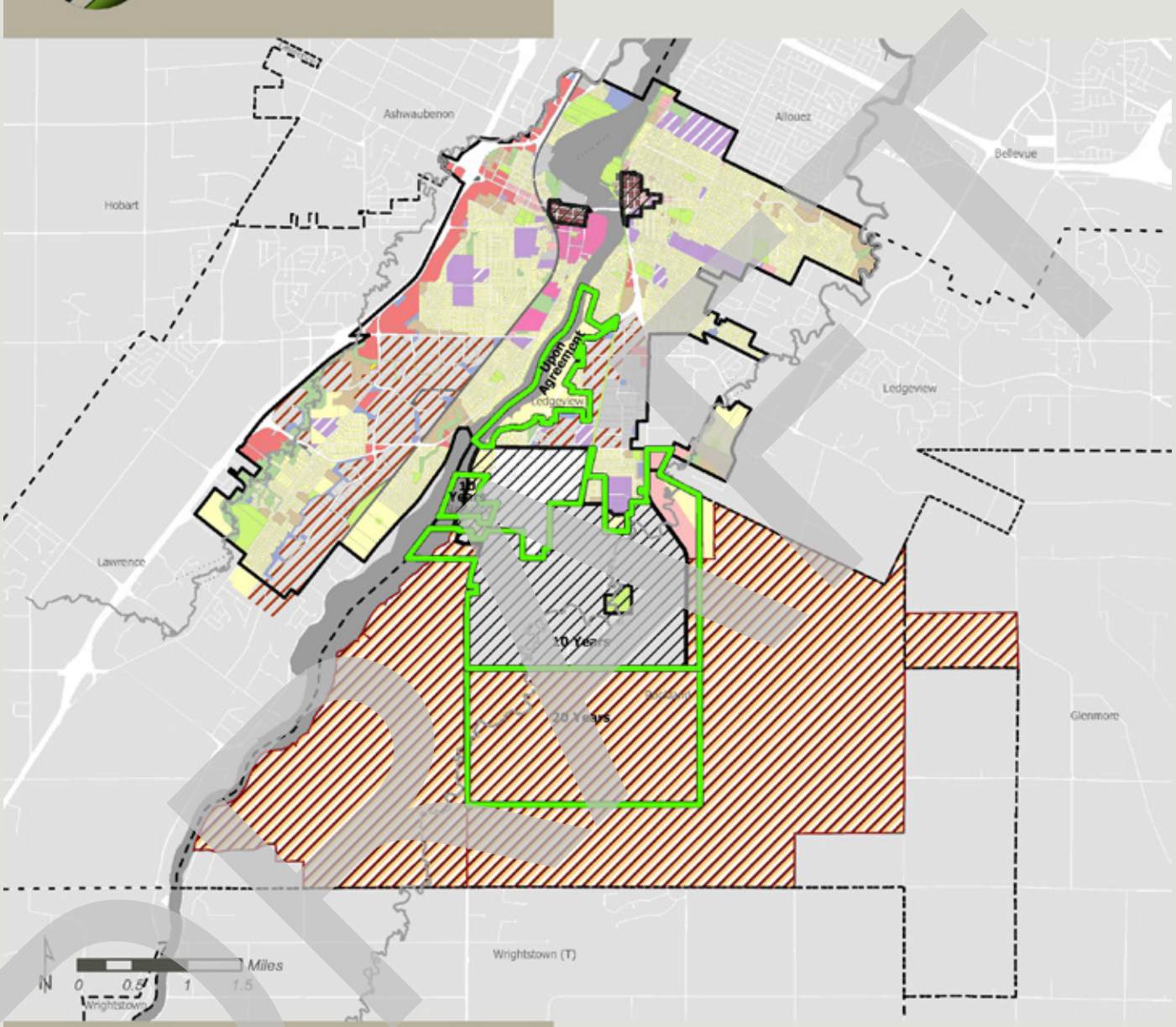
FUTURE LAND USE



The updates to the Future Land Use map emphasize a mixture of residential typologies and commercial uses throughout the downtown and along key nodes and routes within the community.

The Future Land Use plan serves as a blueprint for expansion, identifying Growth Service Areas and Urban Reserve Areas to guide future development. Future expansion should be based on the overall themes of equity, sustainability, efficiency, integration, and connectivity.

- Neighborhood Residential (including multi-family)
- Multi-Family Residential
- Mixed-Use Neighborhood Nodes
- Downtown - Mixed Use
- Mixed-Use Corridors
- Highway Commercial
- Business Park
- Industrial
- Institutional/Governmental Facilities - Public (including schools and school parks)
- Institutional/Governmental Facilities - Private
- Institutional/Governmental Facilities - St Norbert College
- Parks & Recreation
- Natural Areas
- Utilities - Public
- Utilities - Private
- Utilities - Transportation
- Urban Reserve Area (Future Neighborhod and Mixed Use)
- Sub-Area Plan - West Downtown Vision Plan; Sub-Area Plan - SE Area Development Plan; Sub-Area Plan - Cultural District Master Plan
- Growth Service Area
- Municipality Boundary
- City of De Pere

Data Source: City of De Pere (2024)

MAP TO BE UPDATED

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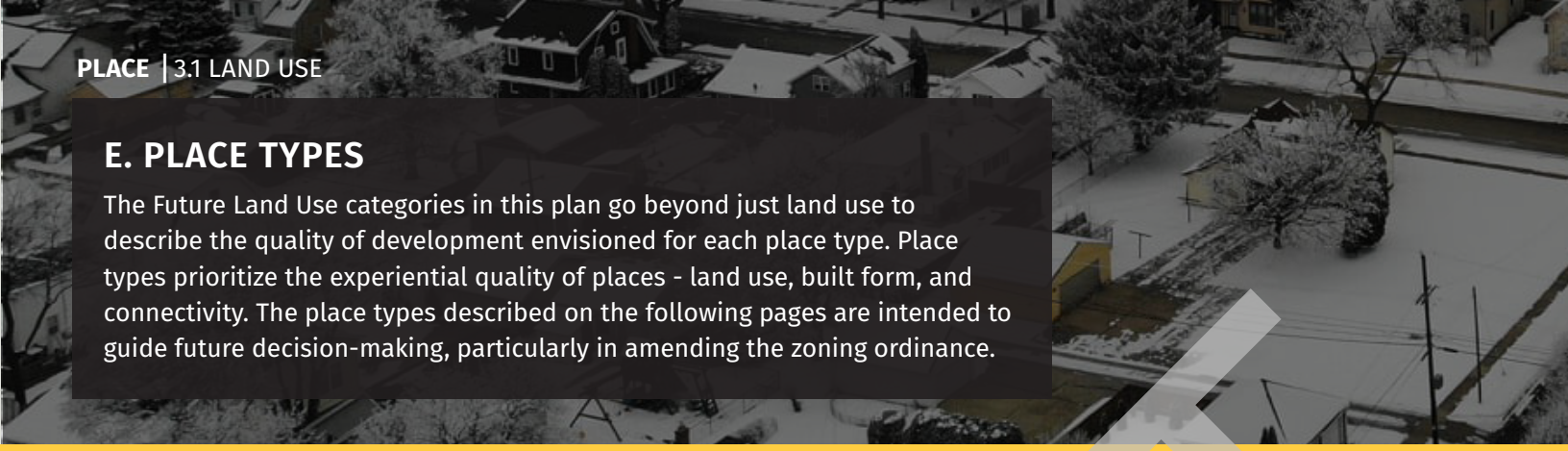

E. PLACE TYPES

The Future Land Use categories in this plan go beyond just land use to describe the quality of development envisioned for each place type. Place types prioritize the experiential quality of places - land use, built form, and connectivity. The place types described on the following pages are intended to guide future decision-making, particularly in amending the zoning ordinance.

RESIDENTIAL

EXISTING LAND USE

Of the developed land uses, residential land use is the dominant category. In 2022, the City of De Pere has 2,558 acres devoted to residential land use, which accounts for 22% of the City. This trend has increased steadily over the last few decades. The presence of suitable land, availability of public services, and the City's location within the Green Bay Metropolitan Area and close proximity to the Appleton-Oshkosh Metropolitan Area have helped contribute to this trend.

In terms of location, the heaviest concentration of residential land use is north of Scheuring Road on the City's west side and north of O'Keefe Road on the City's east side. New residential development has been focused in four primary areas of the City. On the west side of the Fox River, the Lawrence Drive area southwest of the De Pere Business Park and the area to the immediate west of Lost Dauphin Road have seen areas of growth. On the east side of the Fox River, the Old Plank Road area and areas on the far east side near East River Drive have seen development.

Since 2003, east side residential growth has been most prominent south of Rockland Road in the vicinity of Altmayer Elementary School. Residential will continue to grow with the development of the Southeast Area Plan on the far southeast side.

The older residential parts of the city near the downtown have a healthy mixture of single-family, two-family, and multifamily structures. As the city grew, the residential uses tended to become more separated into their own distinct areas, creating large tracts of only one housing type like the north side of Scheuring Road. Although the trend in the city since World War II has been toward separating residential housing types, areas on the far east side of De Pere (River Park Planned Development District) have developed with a mix of apartments, condominiums, and single-family residences in proximity of the East River, which has provided some variability in the City's housing. The city has also experienced successful redevelopment efforts with multifamily residential development within the downtown.

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SEE ALSO:

- Housing *(Section 3.3)*

FUTURE LAND USE

NEIGHBORHOOD RESIDENTIAL	MULTI-FAMILY RESIDENTIAL
DESCRIPTION	
Single family and multi-family homes (i.e. townhome, duplex, apartments) with more options for residents who are seeking larger lot sizes and lower densities. These areas have access to open space, trails and other neighborhood amenities	Mixed housing types, provisions of public utilities and services, neighborhood commercial uses, and well-connected, appropriately designed streets
LOCATION	
Lower density areas, often adjacent to Multi-Family Residential and Mixed-Use areas; Southwest area between Lawrence and Lost Dauphin Road; Along Plank Road and between CTH PP and the Fox River State Trail to Old Martin Road	Neighborhood nodes surrounding downtown and along major corridors
ZONING	
R-1 & R-2	RM-1 and RM-2
OPPORTUNITIES	
■ Reinvestment in historic building stock ■ New development should be compatible with existing neighborhood fabric ■ Street trees, curb lawns, ADA accessible/walkable access to parks, native landscaping ■ Accommodate additional dwelling units ■ Traffic calming infrastructure & slow zones, shared right-of-ways	■ Attached residential (townhouses, duplexes, triplexes, fourplexes, live-work units, apartment buildings and accessory dwelling units) ■ Support a mixture of rental/for sale units ■ Density bonus incentives ■ Well-connected neighborhoods through traffic calming infrastructure, slow zones, painted mid-block crossings, separated bike lanes ■ Promote infill and development of vacant lots to meet demand for future residential growth and minimize the demand for additional city services and facilities ■ Scatter attached housing types throughout the residential areas rather than confined to a few areas of the city ■ Design standards for new development/rehab ■ Street trees, curb lawns, ADA accessible/walkable access to parks, native landscaping

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COMMERCIAL/MIXED USE

EXISTING LAND USE

Commercial land uses occupies 553 acres in 2022, or 5% of the City. The major concentration of commercial land use exists in both the east and west sides of the downtown area. De Pere has been successful in blending new redevelopment activity in the downtown area with the preservation of existing older historical structures. Commercial uses have been developing outside of the downtown on the west side along corridors, such as Main Avenue, and in the Scheuring Road/I-41 interchange area. This commercial development tends to be more auto-oriented with large parking lots either in front of or surrounding the commercial uses.

FUTURE LAND USE

MIXED-USE NEIGHBORHOOD NODES	DOWNTOWN MIXED-USE
DESCRIPTION	
Designed to reinforce positive identity, character, comfort, and convenience of surrounding neighborhoods, and access for pedestrians and bicyclists must be a priority	Traditional downtown designs with on-street parking, mixed land uses, relatively small lots, minimal or no setbacks, pedestrian amenities, and related features, with access to the Fox River and other natural features
LOCATION	
Located within walking distance of residential uses along secondary corridors	Primary corridors within east and west sides of downtown
ZONING	
MX2, GX1, GX2	MX1, MX2, GX1, and GX2
OPPORTUNITIES	
■ Provide year-round gathering space accessible to all residents ■ Encourage mixed uses, and provide goods and services geared towards the immediate neighborhood ■ Balance parking with green space, street trees, green stormwater infrastructure, public art and streetscape design ■ Ground-floor retail with residential units on the upper floors, ensuring a percentage of housing stock is affordable ■ Limit driveways and encourage shared alley access ■ Beacons & signals, bike lanes/bike parking	■ Commercial uses located on the first floor with residential/office uses on the upper level to provide live/work (mixture of rental/for-sale) ■ Pedestrian refuge islands, protected/separated bike lanes, wide sidewalks, limited driveways, shared access to parking, bike parking ■ Street trees/streetscape design, green stormwater infrastructure, public art, rear yard/parking lot landscape buffers ■ Adaptive reuse ■ Density bonus incentives

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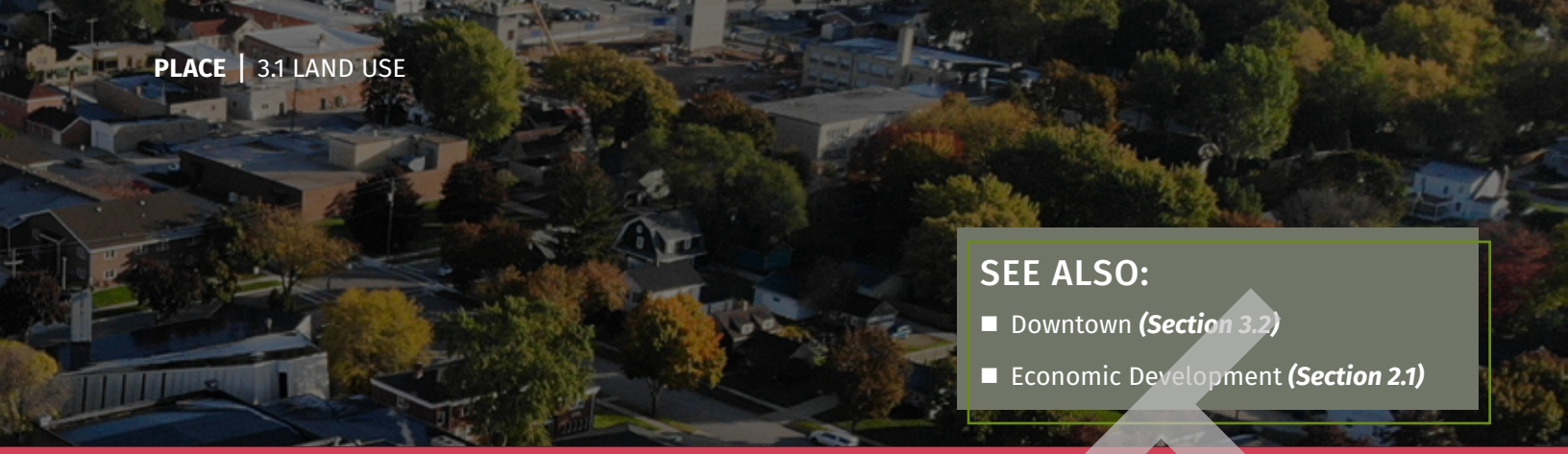

SEE ALSO:

- Downtown ***(Section 3.2)***
- Economic Development ***(Section 2.1)***

MIXED-USE CORRIDORS	HIGHWAY COMMERCIAL
DESCRIPTION	
Provides a strong transition between downtown commercial uses and adjacent residential neighborhoods	Excellent visibility, accessibility and location for motels, restaurants, office buildings, etc
LOCATION	
Along entryways and gateways into the downtown, neighborhood nodes & the southeast area	Primary corridors outside of downtown, regional connectors
ZONING	
MX2, MX3, GX1, GX2	C, O
OPPORTUNITIES	
■ Use placemaking techniques like public art, wayfinding and natural landscaping to create a "sense of arrival" ■ Gradually increase residential uses as the market for commercial/office space becomes less concentrated ■ Encourage mixed uses, and provide goods and services geared towards the immediate community node ■ Balance parking with green space, street trees, green stormwater infrastructure, public art and streetscape design ■ Limit driveways and encourage shared alley access ■ Beacons & signals, bike lanes/bike parking	■ Reducing parking dominance along corridor frontages ■ Encourage buildings fronting the street ■ Sites designed to minimize noise, light, and traffic impacts on adjacent residential neighborhoods ■ Balancing walkable access for neighbors with vehicular access/parking ■ Limit driveways and encourage shared access ■ Encourage Transit Oriented Development to support density ■ Protected bike lanes, raised crosswalks, signal timing improvements, bike parking ■ Street trees/streetscape design, green stormwater infrastructure, public art, rear yard/parking lot landscape buffers

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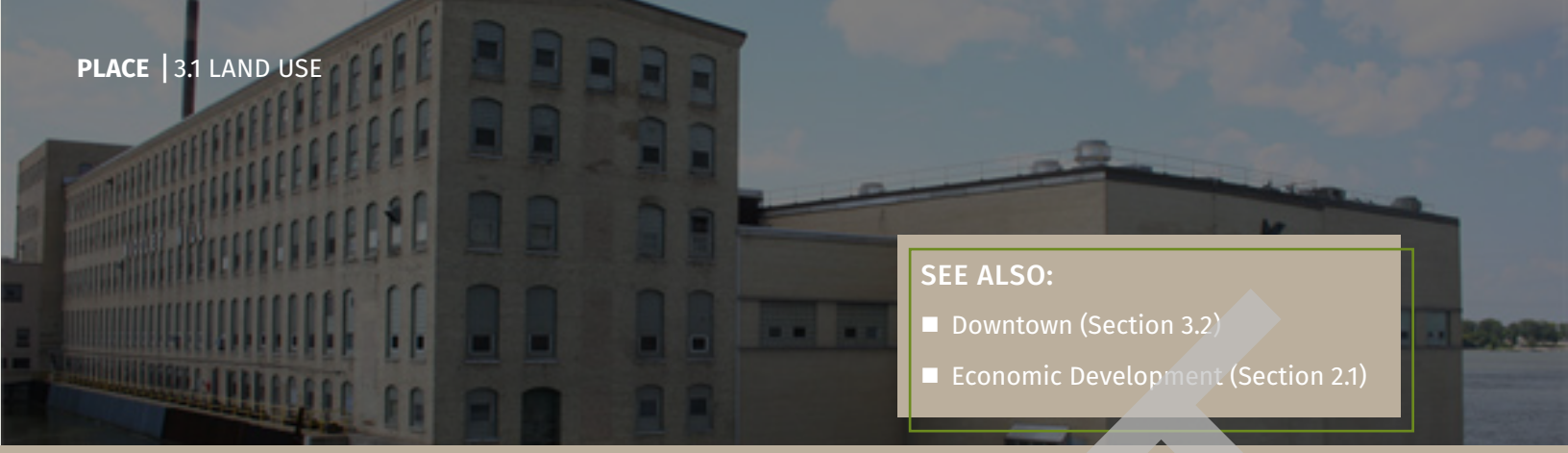

SEE ALSO:

- Downtown (Section 3.2)
- Economic Development (Section 2.1)

EMPLOYMENT

EXISTING LAND USE

Industrial land uses occupies 1,082 in 2022, or 9% of the City, and are confined primariy to the East De Pere Industrial Park in the southeastern area of the City, the West De Pere Business Park on the west side of De Pere, and the Thilmany Paper Mill on the west shores of the Fox River in downtown De Pere. Industrial uses are primarily manufacturing, processing, wholesaling, or the two foundaries located in throughout the City.

FUTURE LAND USE

INDUSTRIAL PARK	BUSINESS PARK
DESCRIPTION	
Mix of industrial and business uses and supportive infrastructure that preserves the functionality and character of a working industrial district and employment center	Mixture of intensive business uses, providing new areas for existing businesses to expand or relocate, and new businesses to grow
LOCATION	
Located adjacent to low-density residential uses, in close proximity to regional connector corridors and interchange areas	Located adjacent to residential and mixed-use areas, in close proximity to regional connector corridors and interchange areas
ZONING	
I	O, BP-1, BP-2
OPPORTUNITIES	
■ Expand the industrial park to the southeast ■ Provide abundant landscaping to soften any impact on existing homes within the area ■ Transitioning industrial uses to be compatible with surrounding existing character ■ Potential for industrial infill and adaptive reuse ■ Parking for visitors and workers with parking lot landscaping and green infrastructure ■ Street design compatible with existing industrial fabric, accommodation of large trucks and multiple users ■ Street trees, streetscape design, curb lawns, open space and landscape buffer requirements	■ Create employment opportunities for De Pere and other metropolitan area residents as well as build and diversify the City's overall tax base ■ Encourage infill development south of the Southbridge Business Park ■ Potential for adaptive reuse of traditionally industrial spaces to serve office and business park uses ■ Parking for visitors and workers with parking lot landscaping and green infrastructure ■ Green roofs, urban farms & other agricultural uses for research & development ■ Street trees, streetscape design, curb lawns, open space and landscape buffer requirements

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SEE ALSO:

- Economic Development ***(Section 2.1)***

INSTITUTIONAL

EXISTING LAND USE

Educational facilities and religious/related facilities are the largest subcategories of the City's institutional uses. De Pere is home to St. Norbert College on the west shores of the Fox River and seven public schools. Within the City, the West De Pere School District includes a high school, middle school, and elementary school, and the Unified School District of De Pere serving De Pere's east side includes a high school, intermediate school, and two elementary schools. Additional institutional uses are scattered throughout the community, including St. Norbert Abbey, Notre Dame of De Pere parochial school on South Huron Street, Syble Hopp School, and Our Lady of Lourdes parochial school west of Suburban Drive. De Pere also has a mixture of other institutional uses, including two fire stations, city hall, public works garage, post office, library, and churches. The institutional land use total of 525 acres represented 4% of the city in 2022.

FUTURE LAND USE

INSTITUTIONAL/GOVERNMENTAL FACILITIES

DESCRIPTION

Supports uses such as schools, public buildings, and churches

LOCATION

Blending with mixed use corridors and residential neighborhoods

ZONING

PI-1, PI-2

OPPORTUNITIES

- Design standards for new development/rehab
- Traffic calming infrastructure and slow zones (pedestrian refuge island, neighborhood traffic circle, curb extensions, speed humps)
- Painted mid-block crossings and separated bike lanes
- Street trees, curb lawns, reforestation & native landscaping
- ADA accessible/walkable access to facilities

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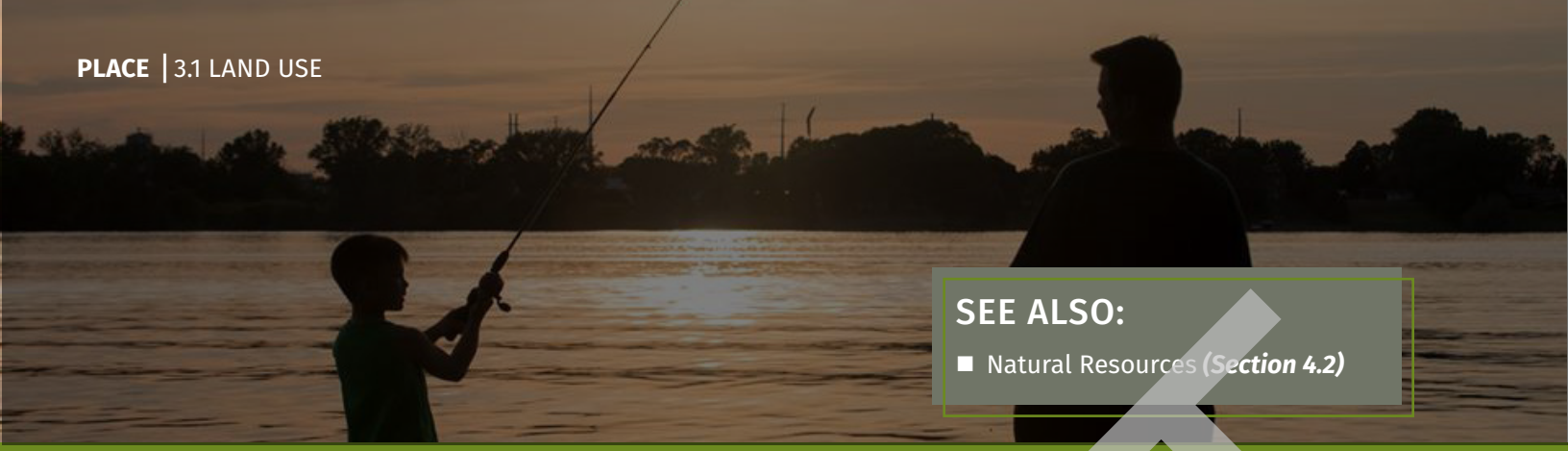

SEE ALSO:

- Natural Resources ***(Section 4.2)***

OUTDOOR RECREATION & NATURAL AMENITIES

EXISTING LAND USE

The 2022 land use inventory indicates that De Pere contains 266 acres of outdoor recreation, which comprises 2% of the city. This figure includes the Brown County Fairgrounds, school-affiliated athletic fields and playgrounds and various city parks.

Almost all of the natural areas in the city are associated with the Fox River, Ashwaubenon Creek, or the East River, and they account for 966 acres, or 8% of the city. The Fox River is considered the single largest natural area in the city, while the area along Ashwaubenon Creek is the largest land-based natural area in the city. The Ashwaubenon Creek Parkway consists of its ravine and associated floodplain, which runs from the southwestern area northwest through the De Pere Business Park into the Town of Lawrence. Although much of the Fox River shoreline is developed with commercial, industrial, residential and institutional uses, there are some areas where parks and the conversion of former railways to trails have provided public access to the waterfront.

FUTURE LAND USE

PARKS AND RECREATION	NATURAL AREAS
DESCRIPTION	
Small parks, playgrounds, or other open spaces	Primarily passive in nature, but could contain multi-purpose trails and associated amenities, such as park benches and or picnic tables. Can be used for walking, biking, picnicking and general access to waterways
LOCATION	
Situated along neighborhood streets in order to maintain safety, accessibility and viability	N/A
ZONING	
PI-1, PI-2	CON
OPPORTUNITIES	
■ Complement the larger community parks (VFW Park and Legion Park as well as school-related playgrounds and athletic fields ■ Improve, and develop parks and recreation facilities that respond to relevant needs and secures assets for the future ■ Enhance non-motorized connections to amenities, providing shared use trails as well as connections to on-street bike facilities ■ Mid-block crossings, pedestrian refuge islands at trail heads and proximity to transit stops ■ Historical, educational, and wayfinding signage	■ Additional parkways along smaller waterways should be created to enhance the water features and to create off-street pedestrian and bicycle paths ■ Environmentally sensitive areas (ESA's) should be included in the design of developments as integral amenities and maintained in common ownership and utilized in the design of stormwater management facilities ■ Incorporate reforestation and native landscaping where applicable

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3.2 DOWNTOWN

Goal: Support downtown as a vibrant and charming destination for residents and visitors that has connectivity to the Fox River, and is an accessible, walkable and unified district for all.

De Pere, with its traditional central district, owes its development to a strategic location at a falls along the Fox River, just five miles from its mouth into Green Bay. While separated by the Fox River, both east and west sides of the river comprise the city's central hub and the river is a uniting, not dividing feature.

De Pere is a vital and economically strong community with a solid employment base, growing population, and educational and cultural resources such as St. Norbert College. The east and west downtowns are connected by the striking Claude Allouez Bridge that spans over the Fox River. The river, together with its rapids, remains the city's defining feature and greatest natural resource, and continues to present tremendous opportunities.

The City of De Pere has done a remarkable job of maintaining a quality downtown by mixing the restoration of historical structures with redevelopment opportunities that are sensitive to their surroundings. Definitely De Pere, the City's Main Street organization, supports these efforts, placing emphasis on historic preservation and downtown revitalization, and promoting the downtown business community at large.

Previous planning efforts have prioritized a set of goals and objectives that the city has implemented over time. The objectives and strategies in this section build off those previous planning efforts. More detail is provided in the Appendix in the Cultural District Plan and West Downtown Plan.

ENSURE EQUITY, INCLUSION, AND ACCESS TO OPPORTUNITY FOR ALL

Ensure downtown is welcoming and safe to all through a variety of businesses, public places, and housing options.

CONNECTED AND ACCESSIBLE	LIVABLE AND VIBRANT	SUSTAINABLE AND RESILIENT
Promote outdoor places for gathering and reduce vehicular impacts on walkability.	*Embrace downtown as the hub of activity and a destination for residents and visitors alike.*	*Support low impact stormwater development in parking lots and streetscapes.*

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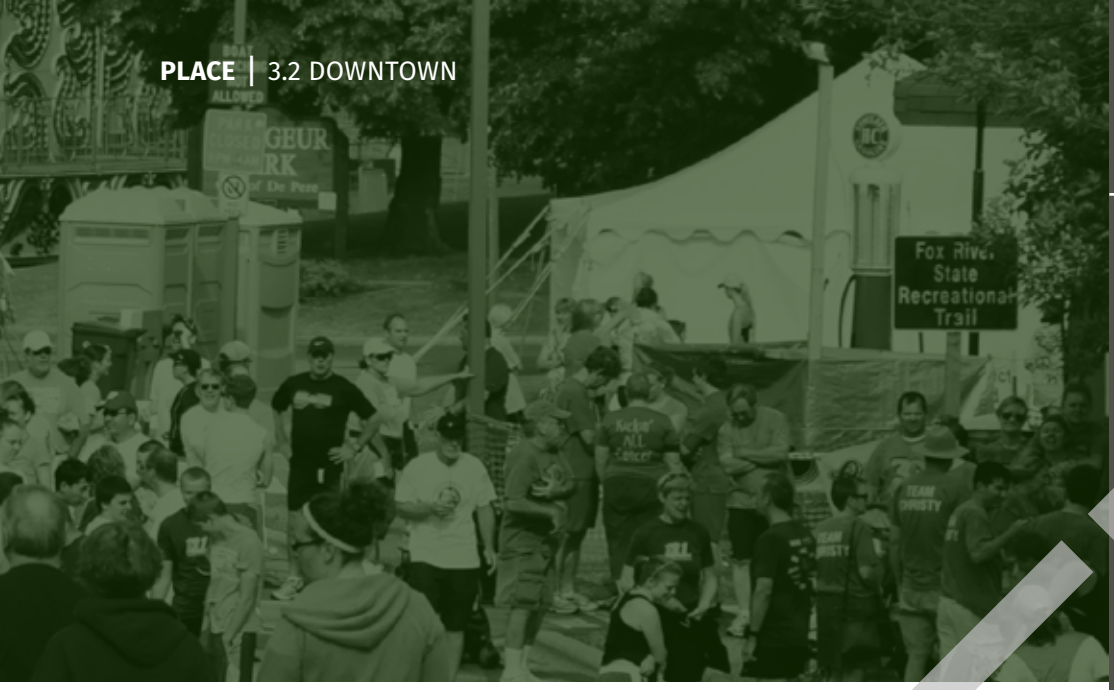

EXISTING CONDITIONS

The Fox River is a focal point of the community and the Fox River Trail provides a bike and pedestrian connection for 25 miles from Green Bay to Hilbert. The Claude Allouez Bridge links the east and west sides of downtown and serves over 30,000 vehicles per day with a significant volume of truck traffic. The western side of downtown includes St. Norbert college, a top-ranked Catholic liberal arts college with a student population of about 2,000 and has a mix of offices, service businesses, bars, and restaurants. The east side of downtown is considered quieter by local residents with more boutique retail shops and fewer late night entertainment destinations. Overall the community is extremely desirable and valued by both residents and visitors.

FIND OUT MORE:

- ***West Downtown Plan***
- ***Cultural District Plan***

BEST PRACTICE: STREET TREES

Trees are a vital piece of a city's infrastructure. Healthy tree-lined streets are a key component to creating a more walkable, livable, and sustainable city and providing economic benefits to residents, businesses, and the city in terms of both added value and dollars saved.

Did you know that trees provide many benefits? Trees have been shown to increase property values by as much as 15%. Business districts with high canopy can experience as much as a 12% increase in consumer spending. Trees have also been linked to mental health benefits and enhanced perceived safety.

Environment Benefits: Trees reduce air pollution and water pollution, green spaces keep cities cooler, and they are a more effective and less expensive way to manage stormwater runoff and flooding than building systems of concrete sewers.

Best Practice: Street Trees

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PLACEMAKING

OBJECTIVE:

Activate the public realm.

STRATEGIES:

- Identify local artists to collaborate with in order to identify potential installations and locations for public art and placemaking
- Receptacles, planters, benches, pedestrian-scale lighting, and other amenities should be placed throughout the downtown district
- Continue to consider viewshed protection of the Fox River in downtown zoning codes
- Orient buildings toward the street so entrances are complementary and open to the public *(see zoning code primary frontages)*
- Improve the scale of the streetscape by planting shade trees within the Amenity Zone of the street

WALKABILITY

OBJECTIVES:

Maximize pedestrian and bicycle mobility and connections to promote a unified downtown district and;

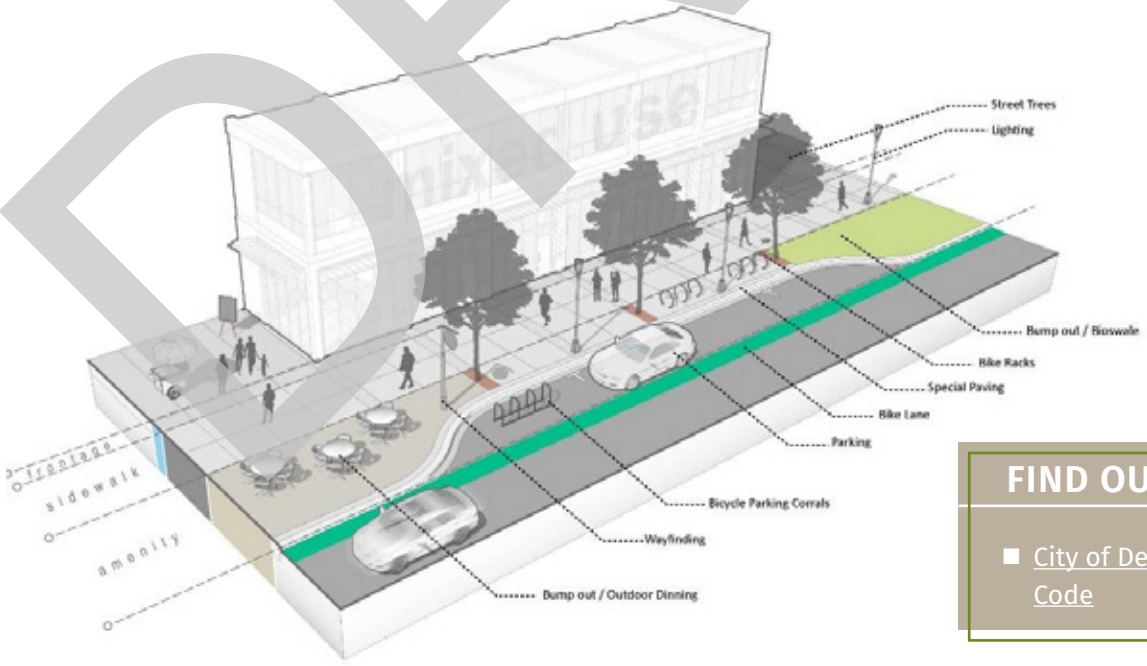
Increase the demand for retail space in the market by increasing the number of people who use downtown as a destination, and connecting downtown to other community attractions, including Voyageur Park, the Fox River Trail, and St. Norbert College.

STRATEGIES:

- Promote a mixed-use development pattern that is compatible with walking, trips are short and can be made on foot
- Work with property owners to close redundant/disused driveways
- Promote streetscape of trees and lighting that provide shade, security and help define the pedestrian realm
- Ensure the sidewalk environment accommodates ample space for pedestrians, street furniture, prominent storefronts, and outdoor dining where feasible. Street trees and other elements that create a comfortable separation between parking and driving lanes and pedestrian areas should also be included
- Emphasize connectivity to the river by establishing pedestrian connections with lighting, benches, and landscaping

SEE ALSO:

- Transportation ***(Section 4.1)***



FIND OUT MORE:

- City of De Pere Zoning Code

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BEST PRACTICE: IMPROVING THE PEDESTRIAN EXPERIENCE

Create a more welcoming pedestrian environment to promote business retention and growth within the downtown.

STREETSCAPE

Streetscape elements include inviting building facades, landscaping, sidewalks, street paving, street furniture, signs, awnings, and lighting.

- The sidewalk environment should accommodate ample space for pedestrians, street furniture, prominent storefronts, and outdoor dining where feasible. Street trees and other elements that create a comfortable separation between parking, drive lanes, and the pedestrian areas should also be included.
- Receptacles, planters, benches, pedestrian-scale lighting, and other such amenities should be strategically placed throughout the district.
- Bike racks should be provided near entrances.

SIGNAGE AND WAYFINDING

Signs convey a great deal of information to downtown visitors, and go beyond simply identifying businesses or the locations of certain features. They highlight the area's offerings of goods and services, emphasize the District's branding, and can help visitors find parking, civic uses, and parks. They also assist in the interpretation of places and historical events and provide information about places of public interest.

Wayfinding can go beyond signage to include: kiosks, illumination, pavement markings, landmarks, public art, and other sensory cues such as music.

PUBLIC ART

Public art contributes to an engaging and enjoyable urban environment by creating visual interest and assisting in placemaking efforts. Public art can also foster a sense of community and attachment, as well as shape the public realm in both a temporary and long-term fashion. As such, providing art of multiple mediums and scales strategically throughout the downtown should remain a priority.

WALKABILITY

Safe pedestrian environments are a critical element of a vibrant downtown. A pedestrian's needs are fairly basic: comfortable, safe destinations within walking distance. The following are several of the necessary ingredients of an inviting walking environment:

- A mixed-use development pattern that is compatible with walking; trips are short and can be made on foot.
- Continuous sidewalks of appropriate width.
- Buffers between pedestrians and traffic in the travel lane.
- Interesting and inviting buildings which address the street with observable doors and windows.
- Comfortable places to sit and wait.
- Trees and lighting that provide shade, security and help define the pedestrian realm.
- Safe and frequent locations for crossing.

Streetscape Elements: *Cafe seating, wide sidewalks, landscaping, business signage, lighting*

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OPEN SPACE & RIVERFRONT ACCESS

OBJECTIVE:

Create a riverwalk experience that has a distinct character and feel, enhancing entries to public spaces with active uses along the water.

STRATEGIES:

- Keep open space visually linked to the street activity and/or through block pedestrian corridor to increase a sense of safety. Narrow, deep lots that dead end can be inefficient an unsuccessful
- Provide opportunity for food vendor services along the riverwalk to create pedestrian destinations
- Organize a program of activities on a regular basis (as many as several a week) to link the community to the space. Layering of events at different times or days of the week, and appealing to different user groups, can be effective
- Keep the space flexible in design to allow for multiple uses and events, so that the space does not stand vacant when programs are not in progress
- Provide shade, bathrooms, and comfortable seating that can be moved. People are much more likely to visit places when they have a choice of sun or shade and can move site furnishings to accommodate their needs
- Provide amenities that may draw people to the space on non-event days, such as water features, rotating art exhibits, retail sidewalk sales, etc
- Develop a strategy for programming the park before design begins. Include discussions with landowners to pedestrianize the alleyways and nearby connectors

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DOWNTOWN LIVING

OBJECTIVE:

Continue to develop the City's downtown as a vibrant destination with a mix of residential, commercial, and institutional uses.

STRATEGIES:

- Offer density bonus for downtown residential to support workforce and family housing in and near downtown
- Adopt flexible building codes that encourage upper-level residential adaptive reuse

SEE ALSO:

- Housing ***(Section 3.3)***

- Consider shared use policies for residential use of commercial off-street parking lots. In some cases, shared circulation and cooperative development of several adjacent buildings can improve project feasibility
- Continue to monitor opportunity to utilize tax-driven incentives such as the Low-Income Housing Tax Credits and Historic Tax Credits to support conversion of underutilized upper floors to rental housing
- Allow attached residential on the periphery of the downtown, within transition districts between residential neighborhoods and the downtown core *(MX2, GX1, and GX2 zoning districts)*

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BUILDING DESIGN & CHARACTER

OBJECTIVE:

Promote urban form that enhances the existing character of downtown.

STRATEGIES:

- Refer to City of De Pere zoning map to strategically locate higher density development to accommodate growth while preserving character
- Respond to density growth with accommodations of traffic and parking needs, requiring parking studies with each new downtown redevelopment
- Aggressively market and recruit retailers in the downtown area, matching needs with available space. Focus on areas of demonstrated potential for downtown retailing, including submarkets where local retail spending exceeds the locally based sales
- Utilize the waterfront's higher market values to capitalize on higher-density housing and mixed-use development to accommodate both retail and residential markets and produce a more active waterfront
- Provide technical assistance to help downtown property owners rehabilitate buildings/structures
- Complement existing historic character with new development that has an appropriate scale and articulation
- New downtown development should retain a strong street orientation and preserve the fabric and patterns of traditional downtown buildings in order to respect the existing character of the district. This applies specifically to infill development along Main Avenue and Broadway. *(For guidelines, refer to the City of De Pere Zoning Code)*

FIND OUT MORE:

- ***City of De Pere Zoning***

BEST PRACTICE: MIXED USE

Mixed-use development blends a combination of residential uses or integrates residential and nonresidential uses into a cohesive, planned setting that promotes social interaction, adds character to the community, fosters relationships among uses and lessens the need for vehicular trips.

Historically, mixed-use environments were the norm. People lived, worked and shopped within a fairly confined geographic area. As travel options increased and post-World War II suburbanization began, the new mobility offered freedom to live in one place and work, shop and recreate elsewhere. Traffic congestion, social isolation, and sterile development followed.

A desire to reverse this trend and create more opportunity within vibrant communities and neighborhoods has caused many communities to embrace the concept of integrating varied uses, rather than segregating them as has been the practice with traditional zoning. Among the benefits are:

- Greater housing choice
- Reduced travel time and improved convenience
- More efficient use of public services, utilities and infrastructure
- Increased social interaction
- Walkable, bikeable neighborhoods
- Improved community health

More integration of uses is especially desired downtown and the gateway corridors that lead to downtown.

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BUSINESS DEVELOPMENT

OBJECTIVE:

Consolidate and strengthen the existing retail and service environment, stabilizing existing retailers, filling and expanding the supply of space, and expanding the number of people who come downtown for activities.

STRATEGIES:

- Utilize the ESRI Market Analysis located in appendix to specify optimal business types that would complement the cultural center
- Require active uses at street level for all downtown buildings with office, restaurant, employment, or storefront uses on the ground floor, and residential units on the upper floors
- Consider the use of seasonal sidewalk extensions and outdoor dining parklets within the parking lane of non-state connecting highways and local roads
- Concentrate new businesses in areas of demonstrated potential strength for the downtown: specialty retail, furniture home furnishings (specialty or general), pharmacy or drug store, clothing stores (women's clothing), jewelry, food service and drinking establishments, and office support retail and services
- Engage De Pere's proven and innovative retailers, such as Seroogy's, as mentors for potential new retail and service entrepreneurs
- Encourage recreation and water-oriented retail near the Fox River, possibly along Front Street
- Continue to work closely with the De Pere Main Street Program, Definitely De Pere, to attract and retain businesses in the City's downtown
- Utilize Definitely De Pere to strengthen the business climate, provide community involvement opportunities, foster the business environment, promote an awareness of historical preservation, and provide an inventory of available business opportunities in the City
- Promote high standards of customer service to strengthen the district's identification with local consumers. Assure that the most convenient parking in the area is reserved for customers

SEE ALSO:

- Economic Development ***(Section 2.1)***

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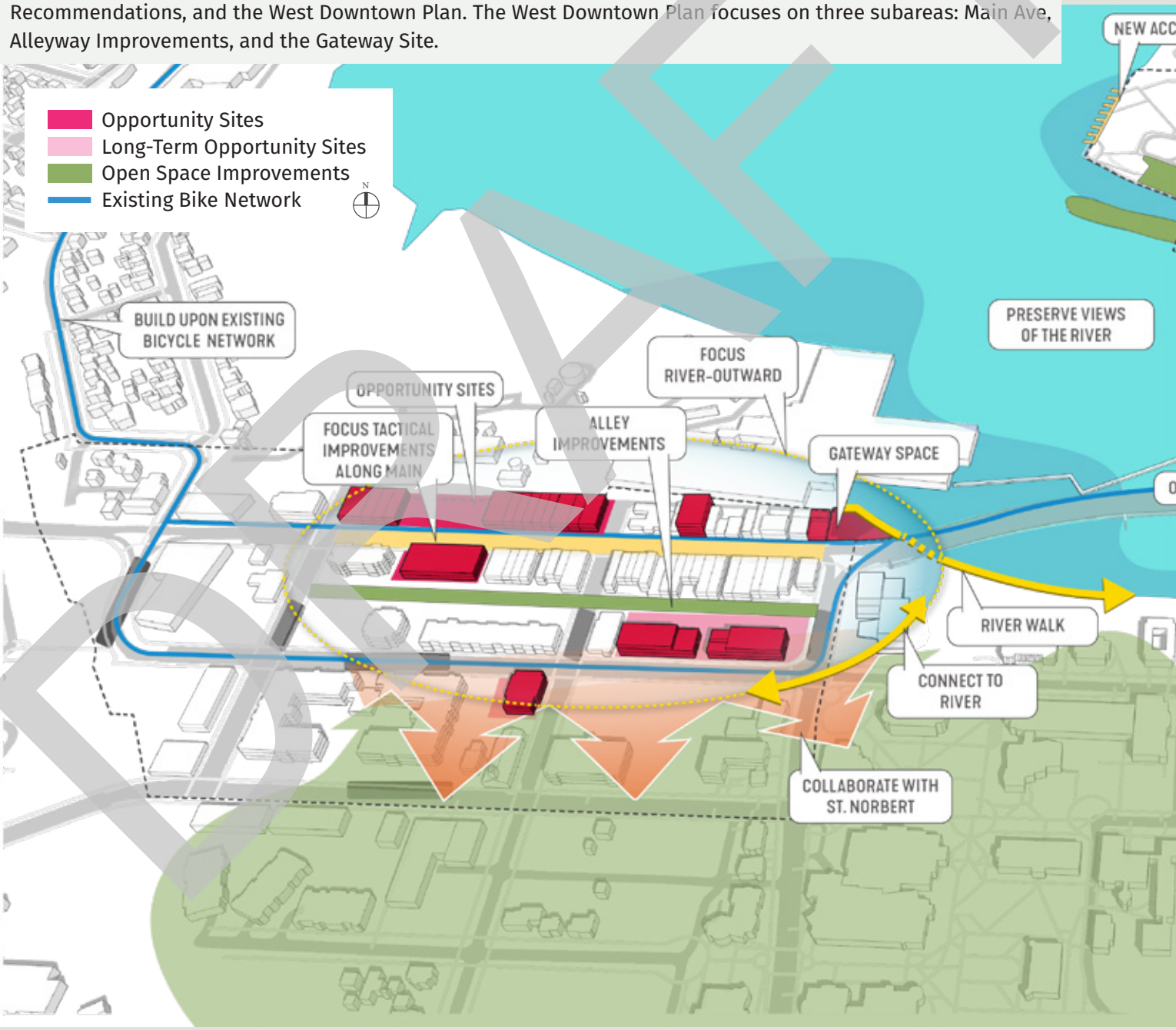
WEST DOWNTOWN PLAN

This plan provides more detail for west downtown to complement the Cultural District Plan for the east side completed in 2018. The west downtown study area is bordered by railroad tracks to the west, Ahlstrom-Munskjo mill property to the north, and St. Norbert controlled properties to the east and south. There is significant potential for change in the next few years, including the development of the Mulva Museum, Front Street Block and Shopko block on the east side and potential development on the west side like the Donald and Patricia Schneider Family Hall at St. Norbert's Campus. Additionally, a new bridge is planned to the south that will alter traffic patterns and create opportunities for multi-modal enhancements.

The preliminary objectives to the plan seek to take advantage of these potential changes, build on the unique character of the existing buildings and the high quality spaces that exist to help unify and create an identity for downtown as a cultural and entertainment destination for the region.

Recommendations are organized into three categories: Public Realm Improvements, Redevelopment Recommendations, and the West Downtown Plan. The West Downtown Plan focuses on three subareas: Main Ave, Alleyway Improvements, and the Gateway Site.



West Downtown Holistic Plan Recommendations

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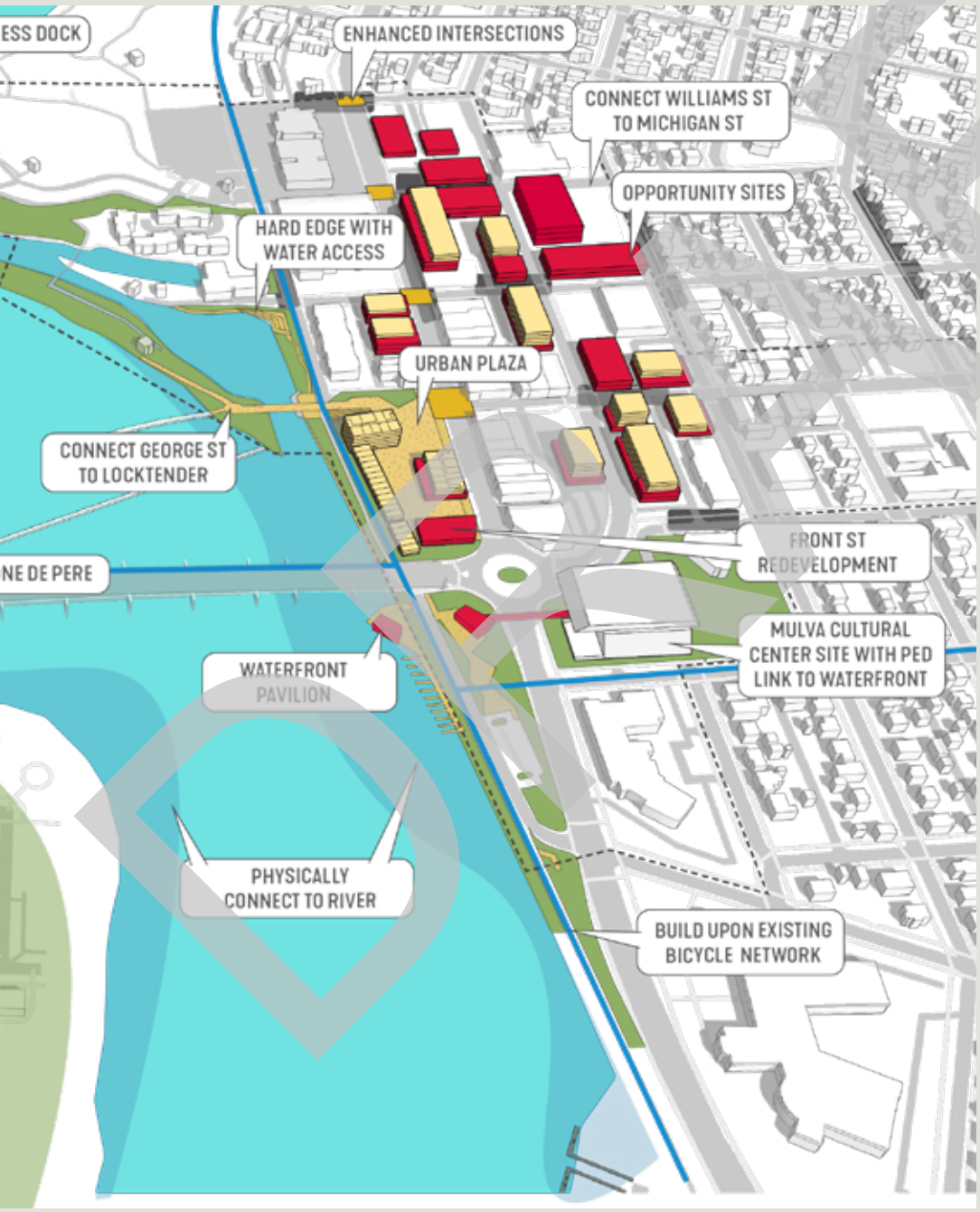
WEST DOWNTOWN: PRELIMINARY OBJECTIVES

- Develop synergies between east and west
- Orient development to bolster views of the river
- Promote pedestrian mobility through the downtown and to the river.
- Promote an urban infill to develop the district feel and draw activity to the downtown.
- Elevate the role of public spaces particularly along the river
- Seek tactical improvements in the immediate along Main Avenue while planning for long-term roadway modifications



CULTURAL DISTRICT PLAN

The Cultural District Plan looks at leveraging the Mulva Cultural Center on the east side as a catalyst to promote economic growth, emphasize the cultural arts, attract visitors and residents and capitalize on the Fox River. The following goals were identified for the Cultural District Plan:

- **Make downtown a destination** that attracts more residents and visitors, has an increased vibrancy and vitality, is connected to the Fox River, and is a walkable and unified district
- **Leverage the Mulva Cultural Center as a catalyst to:** promote economic growth and emphasize the cultural arts
- **Preserve the charm and quality of downtown De Pere**

Plan recommendations include creating a Riverwalk District with a distinct character and feel, enhancing entries to spaces along the water, developing active uses within each of the green spaces, and investing in East/West streets to enhance pedestrian connections.

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Density Opportunities

FIND OUT MORE:

- ***West Downtown Plan***
- ***Cultural District Plan***

BUILDING HEIGHT + MASSING

There will be a demand for additional height and density as downtown continues to grow. The adjacent diagram explores a strategy to strengthen the character of downtown by encouraging density and height while maintaining the existing character and river views. The concept encourages development along Main Avenue to create a district like feel while stepping down in height to toward the river. Gateway spaces present an opportunity for height to signify an entry to downtown without sacrificing river views. The quality of design of each development is important, and a detailed review of every individual project should be used to ensure they meet the goals of the district.

RECOMMENDATION: SEEK INFILL DEVELOPMENT TO CREATE A DENSE DOWNTOWN DISTRICT

- Maintain river view and frame vista river views with new development
- Seek opportunity to develop +5 floors as gateways to downtown at Main between 3rd and 5th Street
- Infill surface parking along Main Avenue with minimum 2+ story development to create downtown district
- Complement the new hotel site with adjacent 4-5 story development
- Seek opportunity to build a parking garage to service west downtown and/or east downtown
- Consider a mixture of cultural, entertainment, retail, and live/work uses to encourage a walkable downtown.

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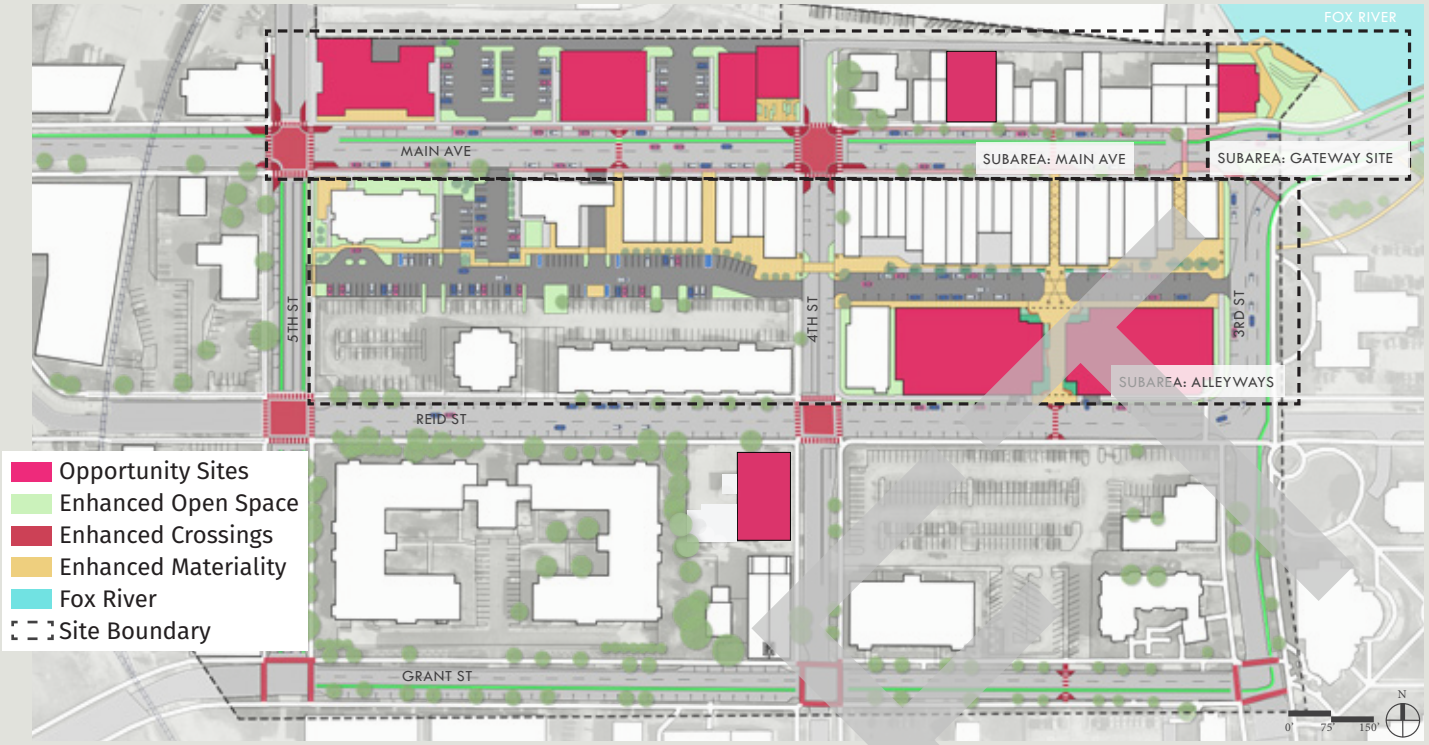
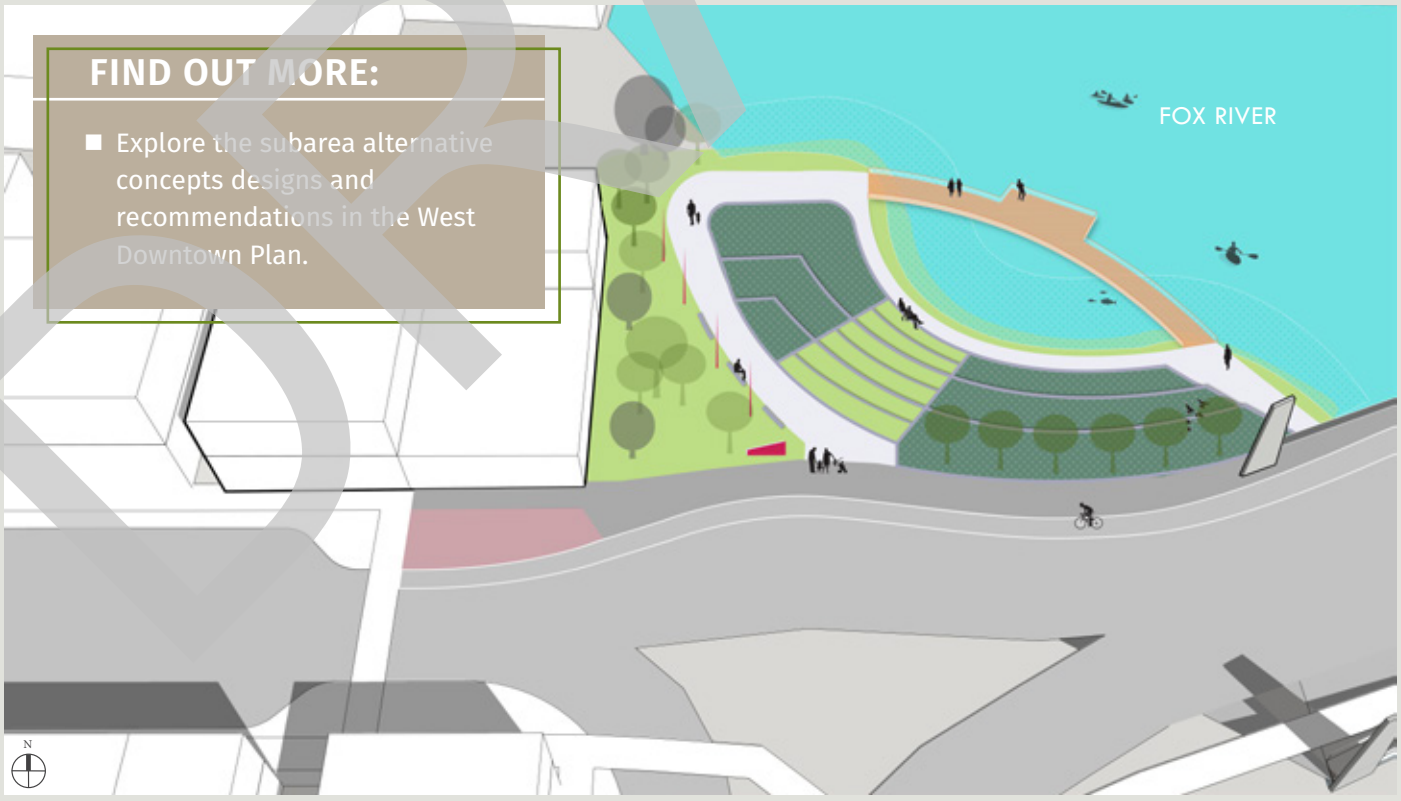


Opportunities - West Downtown

WEST DOWNTOWN FRAMEWORK PLAN

The preferred West Downtown Plan builds upon the goals of the community and city by prioritizing redevelopment on opportunity sites along Main Ave, improving Main's streetscape, and improving alleyways to bolster non-motorized circulation between the river and downtown. The plan builds upon past efforts to strengthen the pedestrian fabric by reconceptualizing the alleyways as a circulatory spine, continuing to improve the streetscape for pedestrian comfort, and safe crossings to stitch downtown, the Fox River, and campus into a seamless network.



Subarea: Gateway Site, Ecological Concept

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3.3 HOUSING

Goal: Develop new neighborhoods and maintain older neighborhoods which offer a variety of quality housing opportunities for all De Pere residents to attract and retain residents of all ages and income levels

The City of De Pere has a diversified housing stock ranging from well maintained older homes near the east side and west side downtowns to student housing near St. Norbert College, brand new homes on the far east and southwest sides of the City, and large apartment complexes. Maintaining a healthy mix of housing types will take on increasing importance as the city continues to grow. As the population ages and the makeup of families continues to change, continuing to provide diversified housing choices for a changing population will keep the city growing and vibrant.

ENSURE EQUITY, INCLUSION, AND ACCESS TO OPPORTUNITY FOR ALL

Promote a mix of housing types for individuals of all life stages, physical abilities, and income levels.

CONNECTED AND ACCESSIBLE	LIVABLE AND VIBRANT	SUSTAINABLE AND RESILIENT
Support aging in place, universal design, and walkable neighborhoods.	*Allow and encourage a wide range of housing types and densities.*	*Retrofit existing housing stock and encourage new housing to incorporate green building practices and energy efficiency.*

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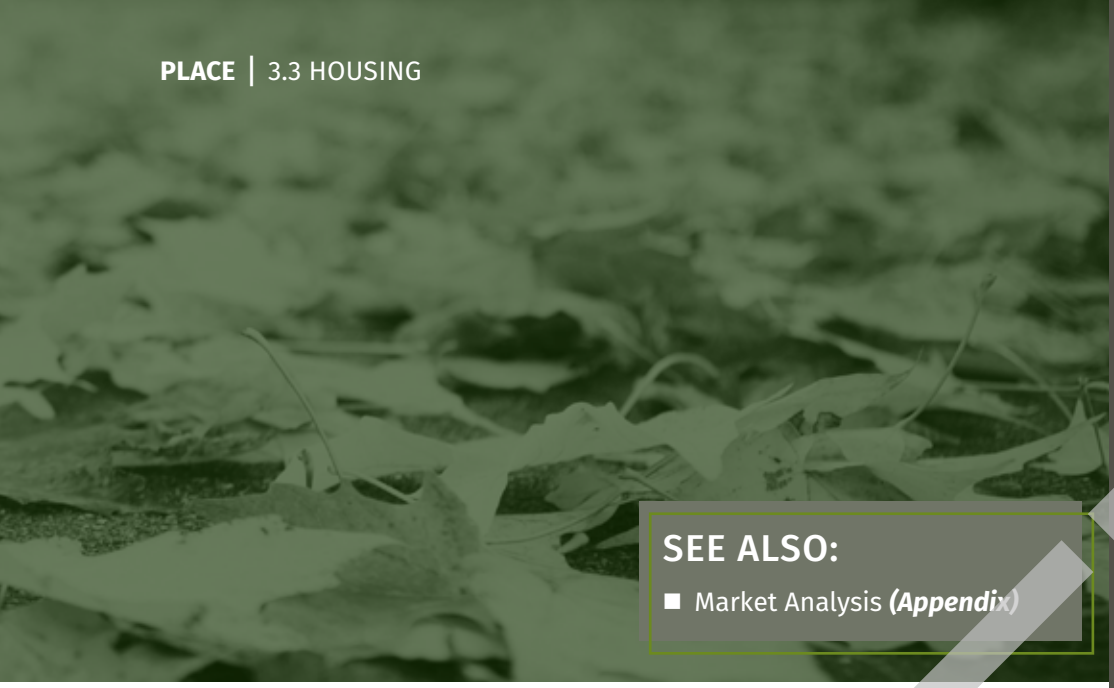
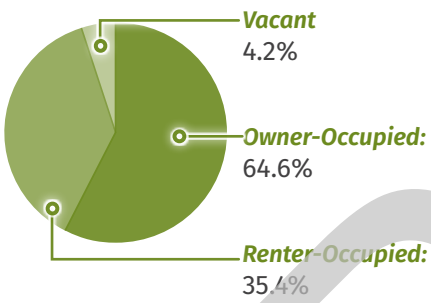


SEE ALSO:

- Market Analysis ***(Appendix)***

TENURE AND OCCUPANCY STATUS

United States Census Bureau 2023-2024 American Community Survey Estimates



UNITS BY HOUSING TYPES

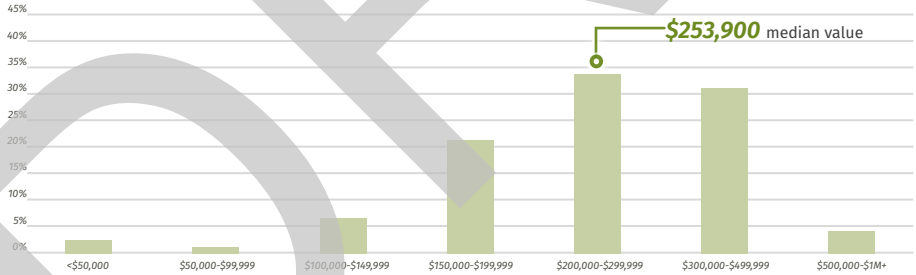
United States Census Bureau 2018-2022 American Community Survey Estimates (ACS)

Single Family Detached	**6,407** (64%)
Single Family Attached	**917** (9%)
Low-rise multifamily	**1528** (15%)
High-rise multifamily	**1178** (12%)
Mobile Home	**25** (<1%)

* low-rise (3 stories max) high rise (4 stories min)

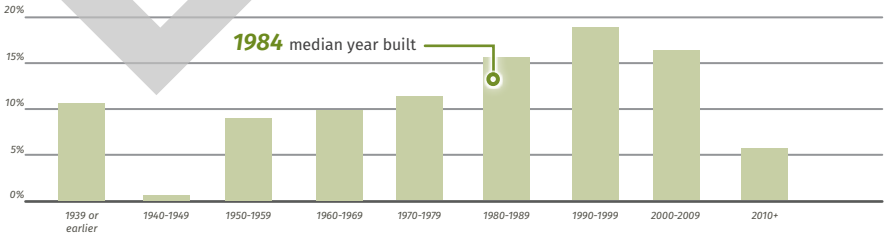
HOUSING VALUES

United States Census Bureau 2023 American Community Survey Estimates



YEAR HOUSING BUILT

United States Census Bureau 2023-2024 American Community Survey Estimates



$981 *Median Gross Rent in De Pere*

$1,045 *Median Gross Rent in Wisconsin*

HOUSING AFFORDABILITY INDEX (HAI)***

United States Census Bureau 2023-2024 American Community Survey Estimates

104

*** The index uses the value of 100 to represent the position of someone earning a population's median income. Values above 100 indicate that an item is more likely to be affordable.

AVERAGE HOUSEHOLD SIZE

United States Census Bureau 2023-2024 American Community Survey Estimates

2.3 *people*

PROJECTED ANNUAL RATES OF CHANGE (2024-2029)

United States Census Bureau 2024 American Community Survey Estimates

0.12% *for population*

0.43% *for households*

For more information on the market analysis, see appendix.

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MIXTURE OF TYPES

OBJECTIVE:

Promote an adequate supply and mix of housing types for individuals of all life stages, physical abilities, and income levels.

STRATEGIES:

- Provide for a mix of residential uses and housing types within neighborhoods through the continuation of flexible zoning standards and the promotion of planned developments
- Refer to Downtown ***(Section 3.2)*** for more strategies on cultivating a diverse housing stock in the downtown
- Encourage greater density in residential uses in the downtown through context-sensitive apartment buildings, upper floor residential uses above first floor commercial, multi-floor condominiums, group homes and other similar uses
- Areas of the city already served by public utilities that can be infilled with residential uses and land that can be efficiently served by public utilities should be priorities for development

Diverse Housing Typologies

FIND OUT MORE:

- ***Annual Housing + Affordability Report***
- ***Neighborhood Preservation Plan***

BEST PRACTICE: DIVERSE HOUSING

Allowing a variety of housing types promotes alternative housing types beyond the traditional single-family home. By allowing attached units, the city expands the available housing stock to both young families and seniors, increasing the overall demographic diversity of the city itself.

Townhouses, duplexes, and smaller apartment buildings can be strategically interspersed with single-family residences. Design standards and the creation of open space and other buffers can help integrate different residential intensities. Large expanses of strictly one residential type should be avoided. Variation in house models should also be encouraged to avoid monotonous streetscapes.

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HOUSING

For a snapshot summary on housing in De Pere, see *Chapter 3.3, Housing*

Housing Year Built
Total Value per Acre (2021)
2020
1835
$100
+$2,000,000
No Data or Non-Residential
Municipality Boundary
City of De Pere

MAP TO BE UPDATED

Note: If multiple housing units per parcel (or stacked parcels), newest unit, followed by highest value, is shown.

Data Source: City of De Pere (2024)

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NEIGHBORHOOD CHARACTER

OBJECTIVE:

Reinvest in De Pere's existing charming neighborhoods and build upon that character by ensuring new neighborhoods embody similar characteristics.

STRATEGIES:

- Promote traditional neighborhood design (TND) as a viable mixed-use development option
- Incentivize home facade rehabilitation through low interest loans funded through the TID affordable housing extensions
- Reduce visual dominance of driveways and garages by promoting narrower driveways and recessed garages
- Promote alleys and shared driveways to improve the visual interest of neighborhood streets by reducing driveway curb cuts along main thoroughfares and street-facing garage doors
- Require street trees to add long-term charm, value, and environmental benefits to neighborhoods
- Continue to place utilities, such as electric and cable wires, underground for new development
- Encourage home design varied by mass, height, and architectural design

BEST PRACTICE: COMPLETE NEIGHBORHOODS

Future residential development in De Pere should be based upon the concept of complete neighborhoods. A neighborhood should be more than just a housing development by itself. It should also include recreational uses, such as a neighborhood park, institutional uses, such as churches or schools, and neighborhood commercial uses providing goods and services geared primarily for the surrounding residents.

This plan encourages future residential development be placed in neighborhoods of about 160 acres in size (1/2 mile square). This is designed to create neighborhoods large enough to support services and amenities which meet some of the needs of daily life but small enough to be defined by pedestrian comfort and interest. The size range is based on a 5-minute walking distance (about a quarter-mile) from the edge to the center and a 10-minute walking distance (about a half-mile) from edge to edge. Neighborhoods can, however, be smaller or larger depending upon circumstances, such as the location of main streets, topography, and natural features.

- Sustainable, meaning the usage of green building materials, natural stormwater management, and promotion of alternative energy sources should be encouraged in order to lessen the City's overall impact on increasingly scarce natural resources, global climate change, and future generations.
- Walkable, meaning pedestrians can easily reach everyday destinations and an area can be traversed in about 10 minutes. Several enjoyable route choices should also be available for pedestrians and bicyclists.
- Livable, meaning a neighborhood is safe with a focused center and easy access by various means of travel to schools, shopping, and services which meet many of the needs of its residents.
- Varied, meaning a variety of buildings, spaces, and activities are included and are designed and operated in harmony with the residential character of the neighborhood without disruption from highly contrasting buildings or activities which relate only to themselves.

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WHAT IS A COMPLETE NEIGHBORHOOD?

HOUSING

- Appropriate infill
- More density along corridors
- Preserve historic character: porches, alleys/rear yard garages
- Accessory dwelling units
- Mobility and Access
- Access (driveway) management

RESILIENCE + SUSTAINABILITY

- Stormwater management + green infrastructure
- Resilience hubs (shelter, water, climate controlled, public WiFi)
- Green roofs & rooftop solar

HEALTH AND SAFETY

- Safe crossings
- Accessibility
- Aging in place accommodations
- Community gardens

EQUITY

- Housing diversity for all household types, demographics, income ranges
- Wealth-building homeownership opportunities

WALKABLE AMENITIES

- Parks
- Schools
- Local shopping/services

CORRIDOR APPEARANCE

- Gateways, sense of entrance to distinguish arrival in city
- Increase tree canopy
- Place-based art installations

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BEST PRACTICES: TRADITIONAL NEIGHBORHOOD DEVELOPMENT

Also called neo-traditional development, traditional neighborhood development (TND) refers to a development pattern designed to emulate the characteristics of communities of the 18th through the early 20th centuries.

A central feature of TND is to focus on how private development can shape a sense of place and improve quality of life. Often TND focuses more on pedestrian interaction than vehicular access and convenience. For this reason, TND often includes rear alleys to meet the modern parking and service needs of residents, narrower streets, shorter front yard setbacks, and key architectural elements.

The reason so many places are reversing land use trends toward more traditional patterns are because of the social, physical and economic benefits they can provide:

- **Walkability and Connectivity.** By providing more compact development and uses within closer proximity, TND reduces the need to drive.
- **Housing Options**. Mixed housing options provide options for residents of varying socio-economic characteristics.
- **Community Gathering Places.** TND provides for central gathering places or identifiable neighborhood centers; usually in the form of a park or plaza, which encourages interaction among residents.
- **Public Places.** TND often provides for parks, walking trails, and bike paths, with a focus on connecting these recreational components. Sometimes, density bonuses can be used to encourage inclusion of additional public amenities.
- **Efficiency of Design.** When the principles of traditional design are applied, they result in more efficient use of public infrastructure. For example, a neighborhood with 80-foot wide lots will require 800 linear feet of roads, public sewer and water service lines for each 10 homes, whereas a neighborhood with 40-foot wide lots will require half as much. Accommodating more "users" within the same land area provides better use of public resources and reduces the cost of services for both the municipality and the resident.

The following elements should be implemented into the development agreements for new subdivisions:

- **Street Design.** The design of streets can impact how far residents have to walk to local parks, neighbors or other destinations. The idea is to provide a critical mass of residents, in close proximity to jobs, shopping, and transit to help reduce reliance on the automobile for transportation. TND streets often include the following:
  - Grid pattern
  - Narrower widths
  - Rear alleys for vehicle parking and service access
  - Terminations at focal points
- **Neighborhood Elements.** TND considers how public places can shape how residents enjoy their neighborhood. They include elements that will encourage gathering, interaction and activity, such as:
  - Community open spaces, including active parks, passive pathways or open space, playgrounds, pocket parks, civic squares, etc
  - Safe sidewalks with convenient routes and access
  - Cultural amenities
- **Housing and Density.** TND can minimize the environmental impacts associated with extensive roadways. TND often employs a variety of land use activities in a single project.
  - Narrower lot widths
  - Variety of housing types, depending on the context, including townhomes, detached homes, residential over neighborhood commercial uses, live-work units, etc
- **Site and Home Design.** While the public realm (streets and public property) create a framework for development, they are only a small part of the overall character that is created when a neighborhood is fully developed. TND strives to provide a human scale development, so individual home sites typically include:
  - Smaller front yards
  - Prominent front porches that can extend close to sidewalks
  - Rear yard garages and/or access
  - Two-story homes to maximize square footage on smaller sites

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INFILL DEVELOPMENT

OBJECTIVE:

Prioritize infill development to take advantage of existing infrastructure and services and reduce vacancies.

STRATEGIES:

- Promote the addition of new dwellings on vacant lots and other undeveloped parcels surrounded by existing residential development
- Consider neighborhood-related non-residential development, provided these developments meet performance and architectural standards respecting the neighborhood's positive characteristics, level of activity, scale, and parking and traffic conditions

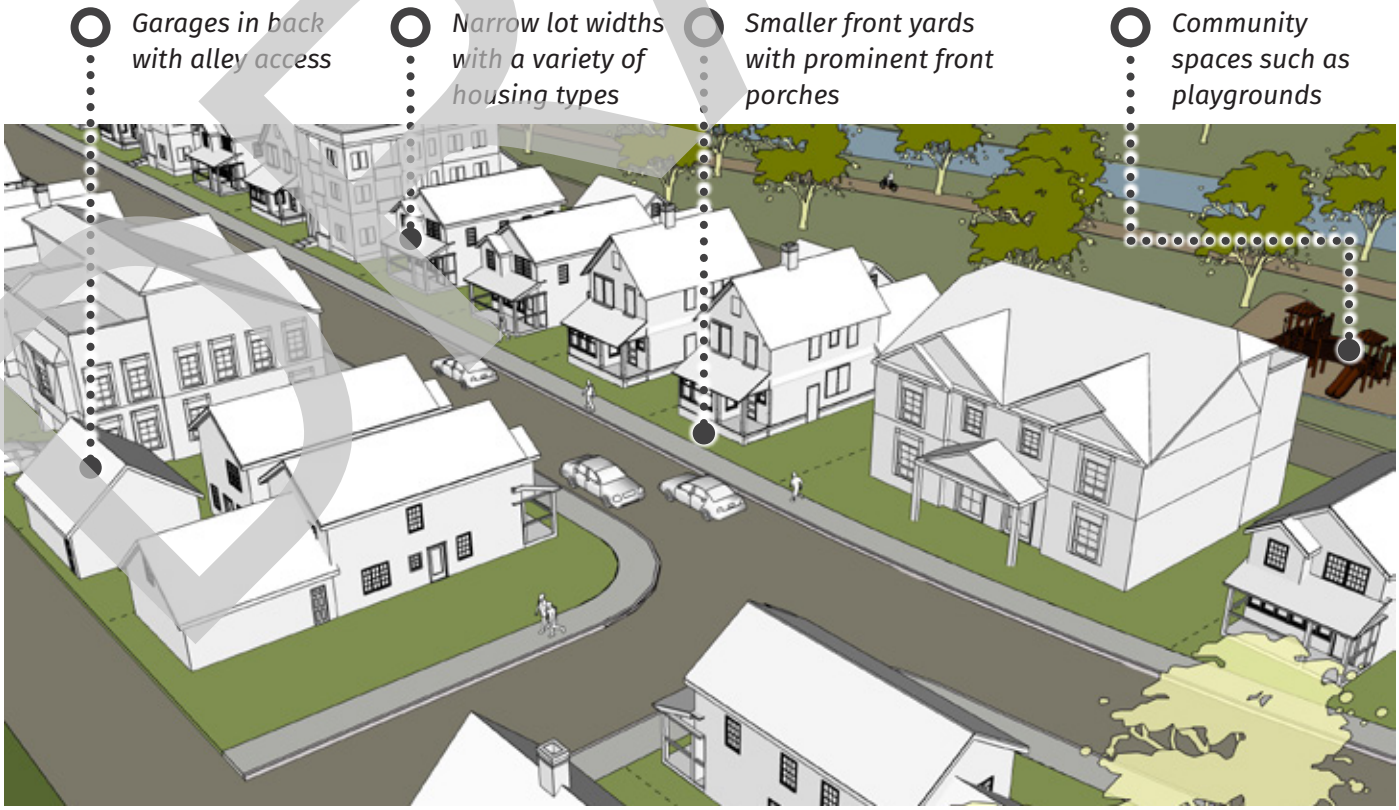
REINVESTMENT + REHABILITATION

OBJECTIVE:

Promote reinvestment in the existing housing stock in order to maintain property values and strong neighborhoods.

STRATEGIES:

- Encourage homeowners to utilize government programs, such as Brown County Community Development Block Grants–Housing (CDBG–Housing) and the Wisconsin Housing and Economic Development Authority (WHEDA), to improve aging residential stock
- Continue to monitor eligibility for CDBG or WHEDA funding to provide seed money for a City-administered housing rehabilitation revolving loan fund
- In partnership with developers, promote the conversion of vacant aging rental housing stock to rehabilitated affordable single-family housing through Wisconsin Economic Development Corporation or Wisconsin Housing and Economic Development Authority (WHEDA) sources
- Provide a diverse housing stock for all lifestyles through the Housing Stock Improvement Program, the Affordable Lots in New Subdivisions Program, and the Affordable Units in Multi-Family Projects Program



Best Practice: *Traditional Neighborhood Development*

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04. SYSTEMS

This chapter outlines the strategies related to the physical systems that support people and place. Whether natural or human-made, infrastructure systems are networks of resources that respond to changes in development.

VISION:

De Pere provides high quality services and sustainable infrastructure that preserves and utilizes the community's environmental assets.

GOALS:

- *Transportation: Develop a safe and efficient multi-modal transportation system and culture that enables people of all ages and physical abilities to safely and conveniently travel throughout the community*
- *Natural Resources: Embrace, enhance, connect and activate the open space networks throughout the city*
- *Community Facilities/Services: Promote a quality living environment through the timely provision of adequate and efficient recreation, utility, emergency, and other public facilities and services affecting the health, safety, and well-being of De Pere residents and businesses*

KEY TOPICS AND STRATEGIES BY GUIDING PRINCIPLES

CONNECTED AND ACCESSIBLE

- Complete streets
- Parks accessible for all abilities
- Accessible/efficient growth supported by infrastructure + schools

LIVABLE AND VIBRANT

- Public safety
- Healthy living
- Healthy ecosystems
- Capitalize on riverfront

SUSTAINABLE AND RESILIENT

- Low impact stormwater management
- Plan for shocks / stresses
- Alternative energy and mobility options
- City's commitment to sustainability

ENSURE EQUITY, INCLUSION, AND ACCESS TO OPPORTUNITY FOR ALL

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CHAPTER CONTENTS

4.1 TRANSPORTATION

- Non-motorized
- Safety
- Streets + Highways
- Transit
- Freight

This section meets the requirements of State Statute 66.1001 (2)(c).

4.2 NATURAL RESOURCES

- Parks
- River + Watershed
- Tree Canopy
- Green Infrastructure + Ecosystems

This section meets part of the requirements of State Statute 66.1001 (2)(e).

4.3 COMMUNITY FACILITIES/UTILITIES

- Water
- Waste + Sanitary Sewer
- Facilities
- Telecom + Energy

This section meets the requirements of State Statute 66.1001 (2)(d).

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4.1 TRANSPORTATION

Goal: Develop a safe and efficient multi-modal transportation system and culture that enables people of all ages and physical abilities to safely and conveniently travel throughout the community

De Pere contains mixed-use, medium- to high-density areas where people can reach their destinations without a car. These nodes have low-traffic speeds, and put an emphasis on the non-motorized user. Alternatively, more auto-focused street organization exists on the outskirts of the city, and in areas that require regional connectivity such as business parks and subdivisions. As De Pere continues to annex land from adjacent municipalities and plans for expansion, a strong, multi-modal, interconnected transportation system is vital to serve the transition of uses.

This section on transportation identifies the major elements of De Pere's transportation system and recommends strategies to continue to foster mobility growth over the next 20 years to create a more comprehensive network. The chapter directly relates mobility options to land use patterns and site design within the City, in order to more effectively serve functions of each land use.

ENSURE EQUITY, INCLUSION, AND ACCESS TO OPPORTUNITY FOR ALL

Provide a safe, accessible and reliant multimodal mobility network for all users of the street system.

CONNECTED AND ACCESSIBLE

Partner with adjacent communities, regional transit authorities and private services to more efficiently support the greater Green Bay area's transportation needs.

LIVABLE AND VIBRANT

Strategically connect residents to employment centers, business parks, entertainment destinations, institutional services, and recreational opportunities.

SUSTAINABLE AND RESILIENT

Provide the infrastructure for alternative, more sustainable methods of transportation like walking, biking, or riding transit.

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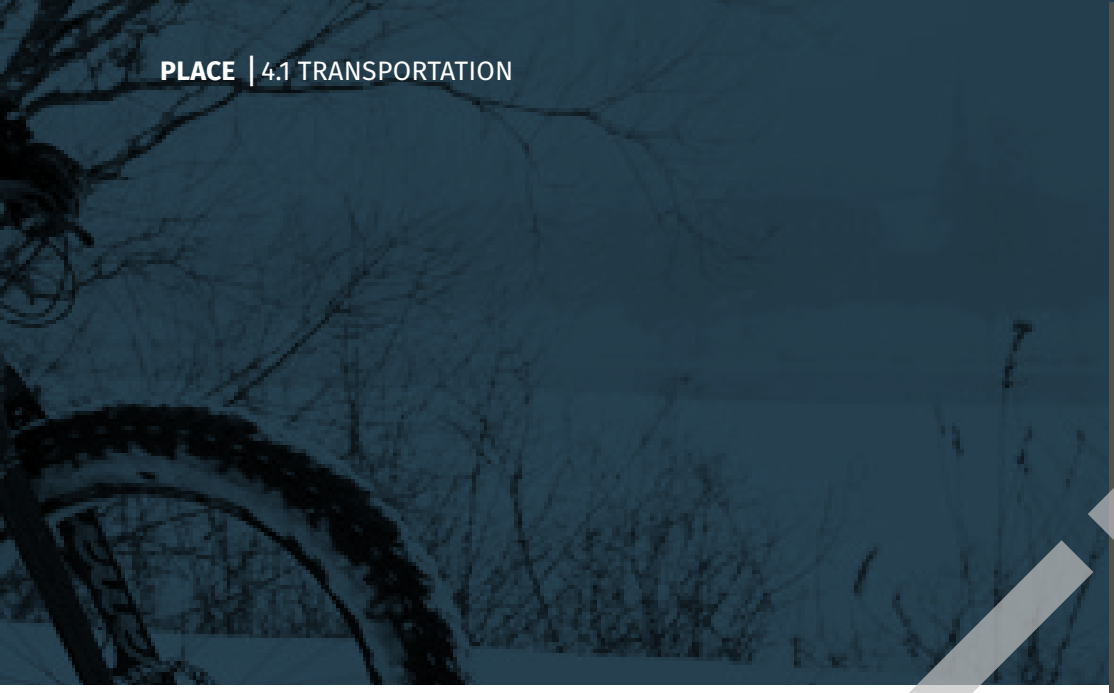


EXISTING CONDITIONS

STREETS & HIGHWAYS

De Pere's street and highway system is classified by a functional classification network based on traffic volumes, land uses, road spacing, and system continuity. The four general functional classifications are freeways, arterials, collectors, and local streets.

TRANSIT

Green Bay Metro and Via have expanded microtransit service, which complements existing transit infrastructure with affordable and efficient shared rides near key hubs.

RAIL TRANSPORTATION

De Pere currently contains one active freight rail line (CN) that runs along the west side of the Fox River. This line currently serves Green Bay Packaging and other businesses in the De Pere Business Park.

AIR TRANSPORTATION

Austin Straubel International Airport is approximately three miles northwest of De Pere and provides commercial, private, and air cargo services.

PEDESTRIAN & BICYCLE FACILITIES

De Pere currently has one of the most extensive pedestrian system and one of the most extensive bicycle systems in Brown County. For several years, the City has installed sidewalks along both sides of its streets unless the street is a cul-de-sac or industrial park road, and bicycle facilities can be found on major streets. De Pere also contains portions of the Fox River and East River Trails, and a local trail system is currently being developed on the west side of the City. These pedestrian and bicycle facilities complement the street system and transit routes that serve the community and provide safe and convenient access to schools, parks, businesses, and other destinations.

WATER TRANSPORTATION

De Pere currently has docking or launch facilities at the Fox Point Boat Launch, Voyageur Park, Bomier Street Boat Launch, and the Perkofski Boat Landing *(See Comprehensive Outdoor Recreation Plan (CORP).*

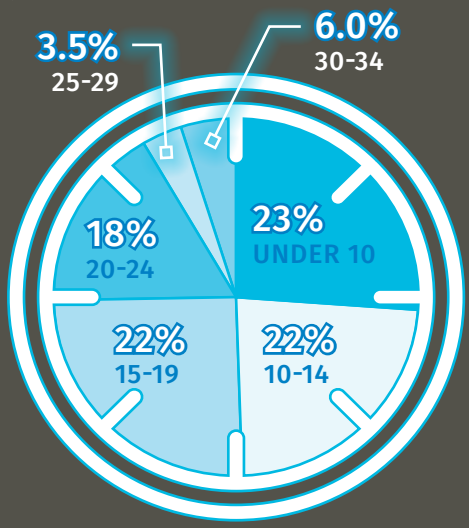
COMMUTE RATE

United States Census Bureau 2023-2024 American Community Survey Estimates

- **85%** CAR, TRUCK, OR VAN
- **0.2%** PUBLIC TRANSIT
- **3.3%** WALK
- **0.1%** BIKE

COMMUTE TIME *(MINUTES)*

United States Census Bureau 2021 American Community Survey Estimates



WORK FROM HOME

United States Census Bureau 2021 American Community Survey Estimates

10%

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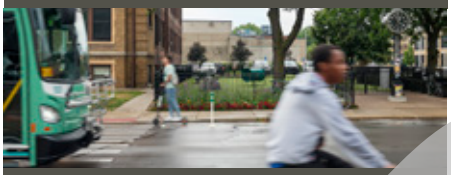
BENEFITS OF A NONMOTORIZED SYSTEM

- Provides connections between homes, schools, parks, public transportation, offices, and retail destinations.
- Improves pedestrian and cyclist safety by reducing potential crashes between motorized and nonmotorized users.
- Encourages walking and bicycling that improves health and fitness.
- Provides options to make fewer driving trips, saving money.
- Research demonstrates pedestrian and bike friendly cities have more economic vitality.



BEST PRACTICE: SAFE ROUTES TO SCHOOL

The federally-funded Safe Routes to School (SRTS) program is an initiative to encourage people to lead healthy and active lifestyles from an early age by increasing the number of students in kindergarten through 8th grade who walk or bicycle to school. The program is also designed to reduce fuel consumption, air pollution, and traffic near schools.

Learn more: Visit Brown County's website, WisDOT's website or the *Village of Allouez Safe Routes to School and Bicycle and Pedestrian Plan*

NON-MOTORIZED

OBJECTIVE:

Provide a network of non-motorized routes to make it comfortable and easy for people of all ages and abilities to walk or bicycle throughout the city, across the river, and link with neighboring communities and destinations.

STRATEGIES:

- Encourage mixed land uses within the downtown and along corridors to increase the number of destinations that can be easily reached by pedestrians, bicyclists, and transit users
- Outline desired routes for bike lanes and walkways in future neighborhood and downtown plans, in order to incorporate them into upcoming street and highway projects and minimize the cost of their construction
- Offer education seminars for bicyclists, pedestrians, motorists, and police officers on current bicycle and pedestrian laws and enforcement

PARTNERSHIPS

- Continue to apply for federal Transportation Enhancement (TE) grants through the WisDOT to help fund the development of the City's bicycle and pedestrian system
- Continue to apply for funds from the state's Stewardship Program to assist in funding the construction of its off-street trail system
- Seek funds from the Congestion Mitigation and Air Quality (CMAQ) program (WisDOT) to implement projects that will improve the area's air quality
- Collaborate with WisDOT and Brown County to ensure that all the bridges, interchange overpasses and other transportation structures within the city have adequate pedestrian and bicycle facilities when they are constructed or reconstructed
- Work with neighboring communities and Brown County to continue the East River Trail and eventually provide a connection to the Fox River Trail
- Consider joining the WisDOT Safe Routes to School (SRTS) initiative, which offers grants for planning and infrastructure projects

BICYCLE INFRASTRUCTURE

- Require a bicycle parking minimum within the City's zoning code for all future redevelopments
- Connect the Fox River Trail to bike infrastructure on the east side to complete a 20 mile loop that moves north/south along the river
- When the southern bridge project is implemented, complete the trail loop by extending the trail along Rockland Road and the southern bridge to connect to the west side to the extent legally possible

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- Redevelopment of the George Street Landing and surrounding areas should include bicycle access between the trail and Broadway
- Coordinate with Brown County and Ashwaubenon to consider a multi-use trail from Ashwaubomay Park to downtown and the Fox River trail

PEDESTRIAN INFRASTRUCTURE

- Enhance pedestrian access within and near the City's business and industrial parks by installing sidewalks or trails
- As city boundary expansion continues within the Southeast Area, continue to require sidewalk connections on both sides of the street within all new development
- Improve the pedestrian crossing at the west bridge approach, with median refuges that require pedestrians to cross only one lane at a time
- Under guidance from the 2021-2022 Wayfinding Master Plan, implement strategies for pedestrian-scaled wayfinding signage
- Implement mid-block crossings (on Main Avenue, Reid Street, Grant Street and along Broadway). *For more information see the West Downtown Plan and the Cultural District Master Plan*

STREETS

- Promote well-connected street patterns within new developments that have frequent connections to the existing street system
- Avoid allowing cul-de-sacs and loop streets when physical or environmental constraints do not exist
- Continue to upgrade gaps between buildings on Main Avenue as permanent, landscaped, and lighted paths between buildings and rear-facade parking areas
- Continue to encourage developers to build narrow streets to slow traffic through neighborhoods, minimize construction and maintenance costs, and maximize safety for all residents

FIND OUT MORE:

- ***City of De Pere Pedestrian Network Gap Analysis" - Brown County Bicycle and Pedestrian Plan Update***
- ***West Downtown Plan***
- ***Cultural District Master Plan***

BEST PRACTICE: COMPLETE STREETS

Complete Streets are streets for everyone. They are designed and operated to prioritize safety, comfort, and access to destinations for all people who use the street. Complete Streets make it easy to cross the street, walk to shops, jobs, and schools, bicycle to work, and move actively with assistive devices. They allow buses to run on time and make it safe for people to walk or move actively to and from train stations.

By adopting a Complete Streets policy, communities direct their transportation planners and engineers to routinely design and operate the entire right of way to prioritize safer slower speeds for all people who use the road, over high speeds for motor vehicles. Complete Streets design elements include, but are not limited to:

- Sidewalks
- Bike lanes or wide paved shoulders
- Special bus lanes
- Accessible public transit stops
- Frequent & safe crossing opportunities

Best Practices: *Complete Streets*

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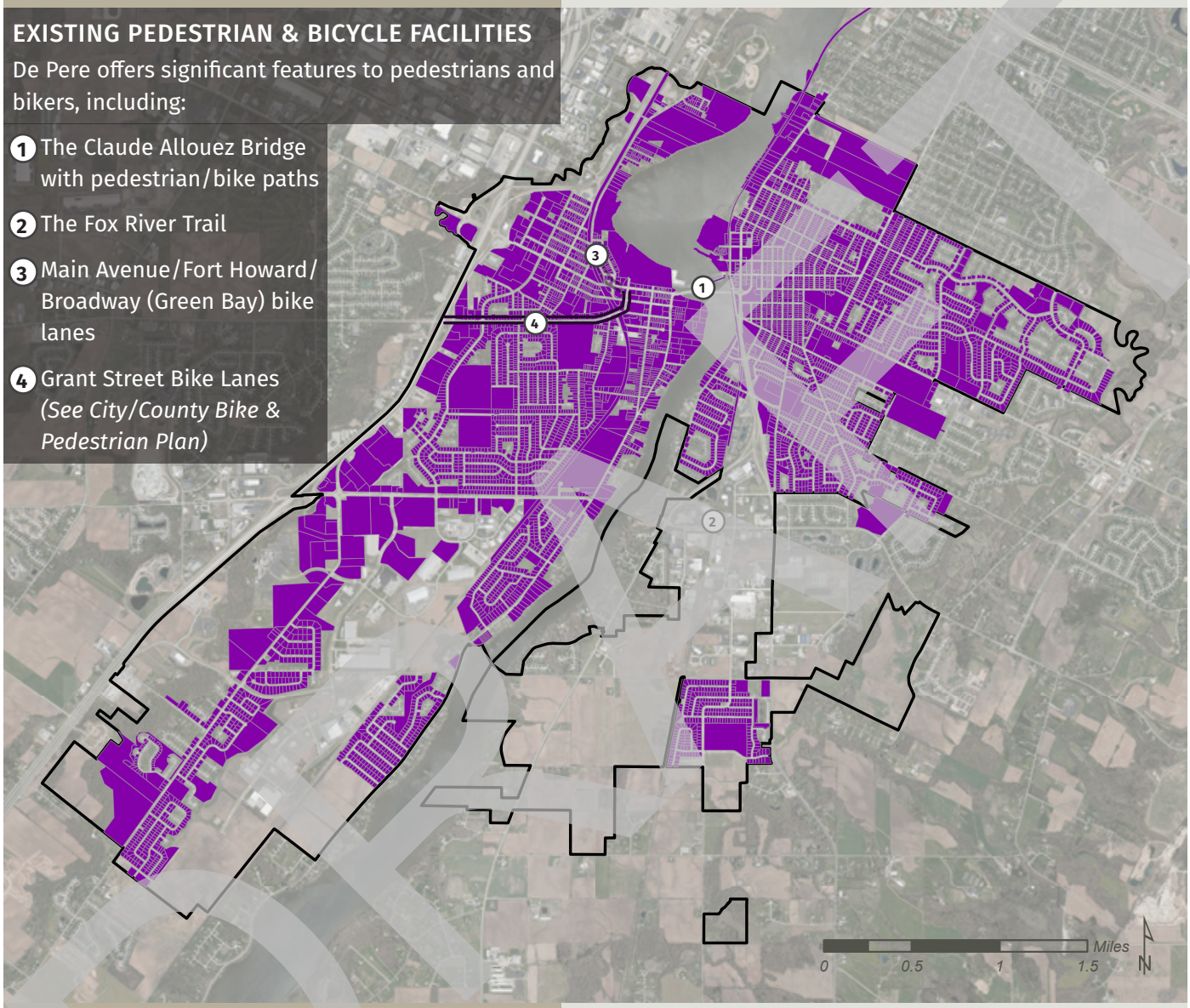
PAVED INFRASTRUCTURE

EXISTING PEDESTRIAN & BICYCLE FACILITIES

De Pere offers significant features to pedestrians and bikers, including:

1. The Claude Allouez Bridge with pedestrian/bike paths
2. The Fox River Trail
3. Main Avenue/Fort Howard/ Broadway (Green Bay) bike lanes
4. Grant Street Bike Lanes *(See City/County Bike & Pedestrian Plan)*



The City continues to install sidewalks along both sides of its streets unless the street is a cul-de-sac or industrial park road, and bicycle facilities can be found on major streets. These pedestrian and bicycle facilities complement the transit routes that serve the community and provide safe and convenient access to community resources.

Additionally, De Pere contains portions of the Fox River and East River Trails. Trail expansion should be prioritized on the west bank of the city, to create a looped trail network that expands north towards Green Bay and connects with the Fox River Trail to the east.

Parcels with Public Sidewalk Access

City of De Pere

MAP TO BE UPDATED

Data Source: City of De Pere (2024)

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STREETS + HIGHWAYS

OBJECTIVE:

Promote the development of residential streets that slow traffic and promote walkability while still providing access to essential motorized users.

STRATEGIES:

- The parking areas of streets should be defined by curb extensions and bumpouts at many of the City's intersections, and extensions should also be placed at other points along long uninterrupted blocks
- If traffic congestion becomes a problem in the future, the City and County should construct two-lane arterial boulevards or three-lane arterial streets that are complemented by an interconnected collector and local street system, mixed land use, and efficient traffic control techniques at intersections
- The City should establish right-of-way width standards that do not require the acquisition of more right-of-way than necessary to accommodate non-motorized/ motorized travel
- Continue to allow developers to build narrower streets to slow traffic through neighborhoods, minimize construction and maintenance costs, and maximize safety for all residents
- Assess aesthetics and functionality when enhancing the city gateways, entrances and thoroughfares
- To maximize accessibility for everyone in conjunction with the southern bridge development, the city should work with WisDOT, the Brown County Highway Department, and Brown County Planning Commission to implement the street designs recommended for Main Avenue and Reid Street between Third and North Sixth Streets
- Enhance non-motorized connection opportunities to St. Norbert College such as pedestrian crossings and trail linkages

These design recommendations include the major projects outlined on the previous page

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FUNCTIONAL CLASSIFICATION

The functional classification network is based on traffic volumes, land uses, road spacing, and system continuity. The four general functional classifications are freeways, arterials, collectors, and local streets.

The street patterns in the older sections of De Pere have a high level of local and collector street connectivity. However, the newer sections of the city contain cul-de-sacs and horseshoe roads that do not provide strong connections to surrounding streets. This forces traffic onto arterial streets, creating congestion that dissuades non-motorized transit users.

Classification
- Freeway
- Major Arterial
- Minor Arterial
- Collector
- Local
- Private

- Railroad
- City of De Pere

MAP TO BE UPDATED

Data Source: City of De Pere (2024)

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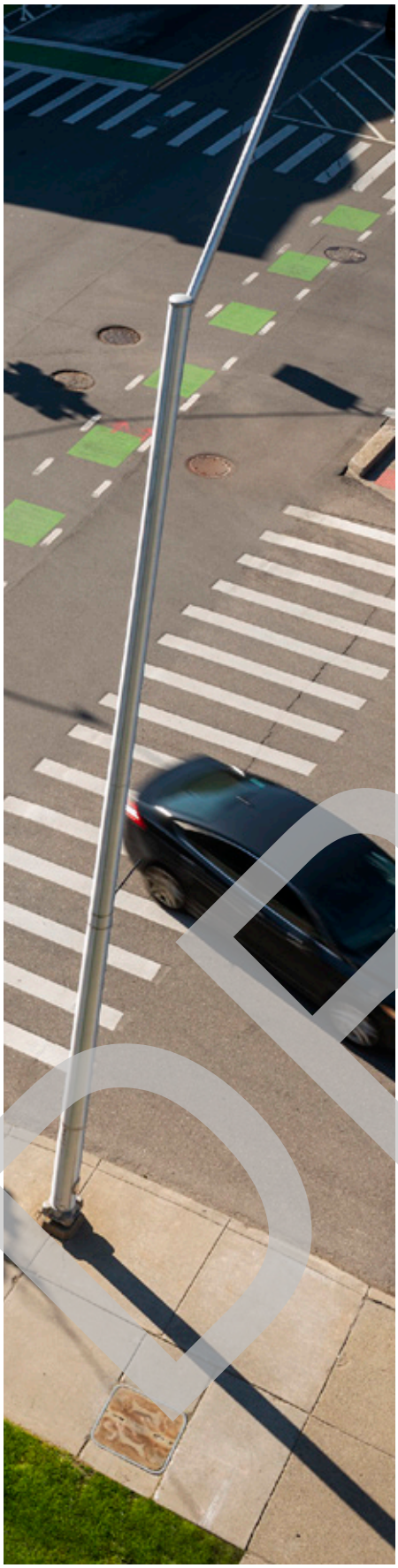

SAFETY

OBJECTIVE:

Maintain a safe multi-modal transportation system to serve all De Pere residents.

STRATEGIES:

- Utilize speed reducing techniques such as roundabouts, speed radar signs, curb extensions at intersections, and other street design features when and where appropriate
- Continue to implement the school zone traffic calming program, collaborating with Safe Routes to School, the Unified School District of De Pere, West De Pere School District, and Brown County
- Continue to apply for the Highway Safety Improvement Program (HSIP) or other grants to correct existing and potential transportation safety problems, and other grant programs through WisDOT's Bureau of Transportation Safety should also be investigated by the City to address safety issues
- Continue to Install ADA accessible pedestrian signal activation buttons at signalized intersections that can be reached from the sidewalk
- Include lead pedestrian intervals at wide and heavily used intersections
- Where replacing existing pedestrian signals, replace with pedestrian countdown signals when and where appropriate
- Limit the use of "Right Turn No Stop" designations
- Add advance stop bars at major uncontrolled street crossings
- Install overhead pedestrian crossing signals at the Main Avenue/Seventh Street intersection and other intersections where pedestrians are difficult to see
- Continue to mark downtown crosswalks with colored pavement
- Continue to ensure that all streets are acceptable for biking (maintain drainage grates, pavement condition, railroad crossings, street debris, etc.)

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TRAFFIC CRASHES - KEY AREAS

Traffic accident data is collected by the Police Department. Key accident areas are shown on Main Avenue at major intersections, increasing in density as vehicles move closer to I-41. Towards St. Norbert, a notable intersection of accident density is 4th and Reid. The Broadway and Main Avenue roundabout displays frequent accident occurrences as well.

On the southern end of the city, traffic accident occurrences are prominent at the Lawrence Dr and Scheuring Road roundabout.

The majority of accidents are recorded to be vehicular collisions, not involving pedestrians.

Low Accident Density

High Accident Density

Accident data mapped:
12/22/2011 - 9/27/2021

MAP TO BE UPDATED

- Freeway
- Major Arterial
- Minor Arterial
- Collector
- Local
- Private
- Railroad
- City of De Pere

Data Source: City of De Pere (2024)

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TRANSIT

OBJECTIVE:

Improve and promote transit as a more viable alternative to driving both locally (between the two sides of the river), and regionally.

STRATEGIES:

- The City should monitor the progress of the Midwest Regional Rail Initiative (MRRI) and market the service to residents for alternative travels methods throughout the Midwest. The City should also investigate the feasibility and desirability of locating a depot in De Pere
- Encourage mixed-use development to improve the viability and financial efficiency of the City's future transit routes
- Work with Green Bay Metro to provide paved landings and ADA accessible microtransit locations
- Collaborate with regional transportation agencies to discuss a water taxi system or ferry that could provide a way to move along the Fox River
- De Pere should continue to utilize Green Bay Metro's paratransit service as a transportation option for the City's elderly and disabled residents
- Over the next several years, the City should work with Green Bay Metro, employers within and near the service area, retail centers, the De Pere Main Street Program, and others to implement programs and projects that could increase microtransit ridership to, from, and within the City. Examples of programs include:
  - A U-Pass program for St. Norbert College students
  - The creation of a Green Bay based Regional Transit Authority (RTA) in partnership with regional and local transit agencies
  - Free microtransit passes for employees (the cost of which employers could deduct from their taxes) and implementation of parking charges at their workplaces
  - Transit trip validation programs (where shoppers who ride microtransit get free microtransit tokens after a purchase)
  - Marketing campaigns that inform people of the microtransit service in De Pere

SEE ALSO:

- Land Use ***(Section 3.1)***

FIND OUT MORE:

- ***Green Bay Metropolitan Planning Organization (MPO) 2045 Long-Range Transportation Plan Update***
- ***Midwest Regional Rail Initiative (MRRI)***
- ***Wisconsin State Airport System Plan 2020***
- ***2013 Port of Green Bay Economic Opportunity Study***

FREIGHT

OBJECTIVE:

Provide efficient inter-modal transportation options to facilitate strong economic development in the City of De Pere through designated truck routes and access management.

STRATEGIES:

- Since some of the industrial developments that are planned for the southwest section of the city near the rail line will likely use the line to import and/or export goods in the future, the City should work with the Canadian National Railroad and/or private companies to establish rail spurs that can serve these land uses
- De Pere should work with representatives of Austin Straubel International Airport over the next 20 years to support retention and expansion of air carriers that offer passenger and freight service
- Enhance safety and flow for vehicles and trucks. The City should continue identifying streets where heavy trucks are allowed to travel using street signs that distinguish them from other city streets
- To ensure that De Pere's current and future interests are considered by representatives of the Port of Green Bay, the City should participate in the port plan implementation process
- The City should ensure consistency with state and regional transportation plans

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4.2 NATURAL RESOURCES

Goal: Embrace, enhance, connect and activate the open space networks throughout the city

Because of the vital functions performed by the city's natural resource features, urban development in these areas is often discouraged. The incompatibility of urban development within natural resource areas can be evidenced by widespread, serious, and costly problems such as failing foundations of pavements and structures, wet basements, excessive operation of sump pumps, excessive clear water infiltration into sanitary sewers, and poor drainage. However, urban land use and natural systems can co-exist with methods of intentional preservation & green infrastructure. Green infrastructure (bioswales, permeable pavement, rain gardens, planter gardens) are built systems that could work alongside the city's natural systems in the future.

Natural resources are critical to the long-term health, vitality, and sustainability of a community and strongly affect its quality of life. This section strikes a balance between the built and natural environment to continue toward the goal of creating a growing, sustainable De Pere.

ENSURE EQUITY, INCLUSION, AND ACCESS TO OPPORTUNITY FOR ALL

Preserve, provide and sustain access to natural resources and open space for all ages/abilities.

CONNECTED AND ACCESSIBLE

Ensure that open space and natural features within De Pere are available and welcoming to every resident.

LIVABLE AND VIBRANT

Encourage healthy living and outdoor recreational opportunities by sustaining a healthy natural ecosystem.

SUSTAINABLE AND RESILIENT

Plan for shocks and stresses by committing to sustainable mitigation tactics (i.e. exploring green infrastructure and stormwater management).

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EXISTING CONDITIONS

The City of De Pere contains unique natural resources, such as the Fox River, woodlands, and wildlife habitats. Such resources contribute to the community's identity, add to its quality of life, and provide numerous educational, recreational, and social opportunities for city residents and visitors alike. These natural resources unique to the City of De Pere include but are not limited to:

- Surface Water (waterbodies like rivers & streams)
- Floodplains
- Tree Canopy
- Parks & Open Space
- Shorelines & Stream Corridors
- Wetlands
- Environmentally Sensitive Areas
- Groundwater
- Woodlands
- Wildlife Habitat
- Threatened & Endangered Species
- Scenic Resources & Topography
- Mineral Resources
- Archaeological Resources

PARK ACCESS

Trust for Public Land (TPL), 2024
National Average 55%

82%

of De Pere residents live within a 10-minute walk of a park

29

Parks in De Pere

LAND COVER

Wisconsin Department of Natural Resources (WI DNR)

TREE/SHRUB
21%

GRASS/HERBACEOUS
30%

WETLAND
1%

IMPERVIOUS SURFACE
42%

WATER
6%

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BEST PRACTICE: ACCESS TO OPEN SPACE

Physical and Mental Health Benefits: In a post-pandemic world, communities have placed an increased value on outdoor activities.

Economic Benefits: Parks and open space increase the value of neighboring residential and commercial properties. Studies have shown that businesses are drawn to communities that provide quality lifestyles for prospective employees.

TREE CANOPY

OBJECTIVE:

Preserve existing trees and foster the growth of new ones to contribute to a high quality of life within De Pere.

STRATEGIES:

- Promote and maintain De Pere's Tree City USA designation and its urban forestry efforts
- Continue to provide programs like the Parkway Tree Planting Program, Memorial Tree Planting Program and Urban Orchard Program
- Consider a policy of requiring the planting of street trees for commercial properties and new subdivisions. The City should also seek to preserve existing trees by either working with developers to design around the trees or through a tree preservation ordinance
- Selectively remove trees only where necessary

FIND OUT MORE:

- ***Brown County Open Space and Outdoor Recreation Plan***
- ***De Pere Comprehensive Outdoor Recreation Plan (2018-2023)***

PARKS

OBJECTIVE:

Expand the overall amount of green space within the city with an emphasis on city beautification.

STRATEGIES:

- Utilize the existence of significant natural resources as a key factor when identifying locations for future parks
- Expand the amount of green space within the city by providing small neighborhood parks within residential areas
- Coordinate future parks and green space with adjoining communities and the recommendations in the *Brown County Open Space and Outdoor Recreation Plan*
- Continue to update the *De Pere Comprehensive Outdoor Recreation Plan* every 5 years to continue to be eligible for the WDNR grants
- Require the creation of neighborhood green space and parks within residential developments, in accordance with the recommendations of the CORP
- Consider the Wisconsin DNR Urban Green space grant program to help acquire and protect lands with scenic or ecological features
- Grow the park and recreation network in the southern portion of the city
- The City should continue acquisition, development, and maintenance of the City's park, open space, recreation, and trail system

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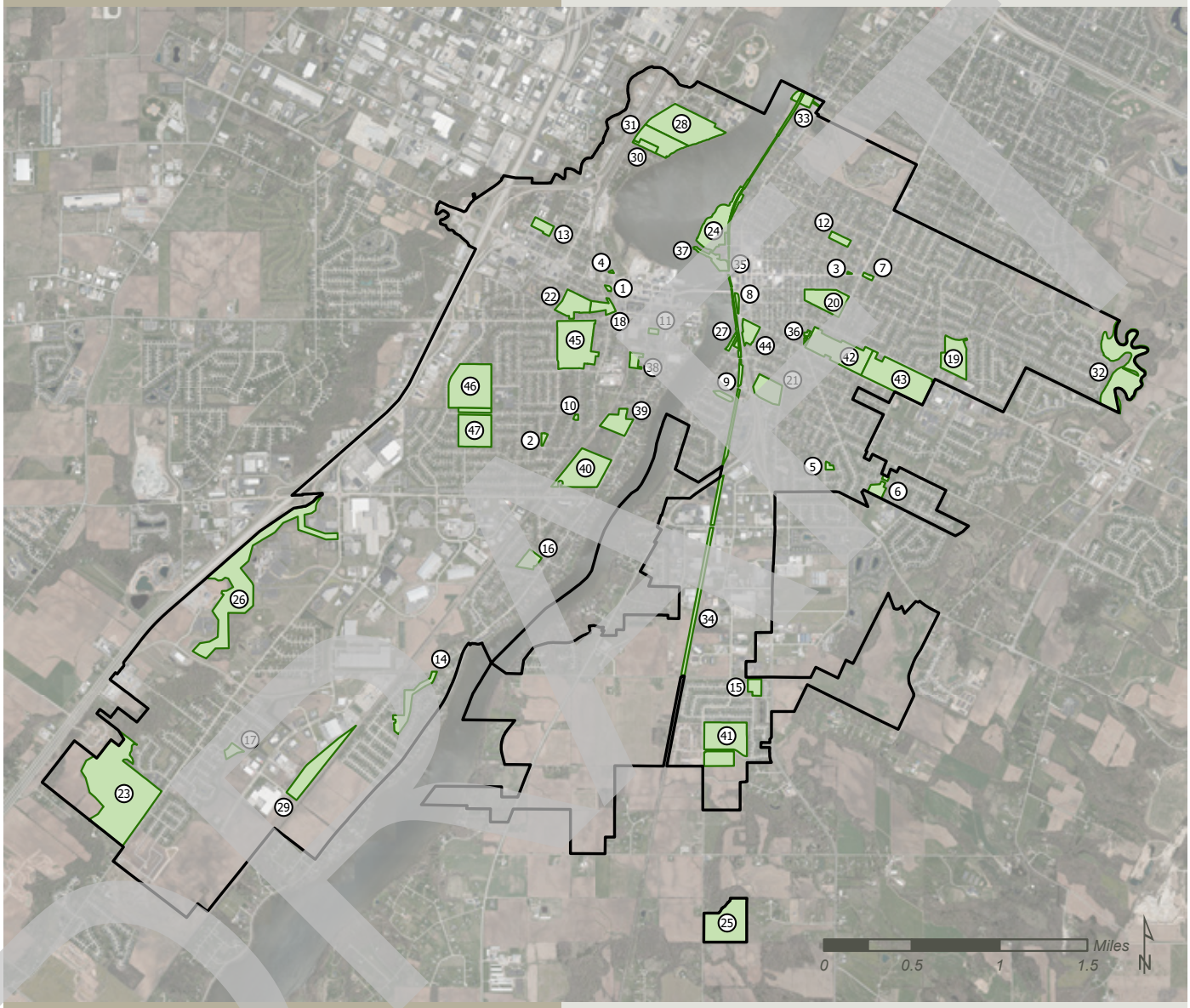
PARKS AND OPEN SPACE



The presence of outdoor recreation and open space adds to a community's quality of life. It enhances the attractiveness of area and fosters a sense of civic pride, health, safety, and welfare within the community.

De Pere currently contains 48 privately and publicly owned park and open space areas. The areas are classified into 8 types: mini parks, neighborhood parks, community parks, large urban parks, natural resource areas, special use areas, private parks and school parks.

MAP TO BE UPDATED

City and School Park Areas

City of De Pere

Mini Parks
1. Bicentennial Park
2. Carney Park
3. George Park
4. Lawton Park
5. Rainbow Park
6. Rotary Park
7. Rusk Park
8. Wells Park
9. Wilcox Park
10. Willems Park
11. Wilson Park

Neighborhood Parks
12. Braisher Park
13. Kelly Danen Park
14. Kiwanis Park
15. Lions Trailside Park
16. Patriot Park
17. Samantha Park

Community Parks
18. De Pere Community Center
19. Jim Martin Park
20. Legion Park
21. Optimist Park
22. VFW Park

Large Urban Parks
23. Southwest Park
24. Voyageur Park

Natural Resource Areas
25. East Side Nature Park
26. The Preserve

Special Use Areas
27. Bomier Boat Launch
28. Brown County Fairgrounds
29. De Pere Dog Park
30. De Pere Ice Arena
31. Perkofski Boat Launch
32. East River Trail
33. Fox Point Boat Launch
34. Fox River Trail
35. James Street Parkway
36. Nature Center
37. Riverwalk and Wildlife Viewing Pier

Private Parks
38. St. Norbert College-Cloud Family Fields
39. St. Norbert College-Mel Nicks Complex
40. St. Norbert College-Schneider Stadium

School Parks
41. Altmayer Elementary School
42. Dickinson Elementary School
43. De Pere High School
44. Foxview Intermediate School
45. West De Pere High School
46. West De Pere Middle School
47. Westwood Elementary School

Data Source: City of De Pere (2024)

RIVER + WATERSHED

OBJECTIVE:

Preservation and protection of the Fox River, East River and Ashwaubenon Creek should be the City's highest natural resources priority. This includes preservation and protection of the cultural and scenic resources associated with these stream corridors.

STRATEGIES:

- Continue to preserve opportunities to expand parkways along the Fox and East Rivers and Ashwaubenon Creek
- Continue stormwater management to minimize and mitigate impacts upon adjacent streams and wetlands
- Maintain and enhance the accessibility of public lands along the waters of the Fox and East Rivers
- Recommend parkways as linear parks typically along waterways where applicable
- Periodically review and revise, when necessary, the City's Shoreland-Wetland Floodplain Zoning Ordinance to ensure continued protection for shoreland wetlands
- Work with school or local conservation groups to utilize natural shrubs, grasses, and trees to stabilize the shoreline, improve the filtration of pollutants, and improve the aesthetics of the Fox River, East River and Ashwaubenon Creek
- Work with the WDNR and local conservation or school groups to remove invasive plant species, such as phragmites, from the City's wetlands, shorelands, and floodplains
- Continue to identify opportunities to expand parkways along the Fox and East Rivers and Ashwaubenon Creek

FIND OUT MORE:

- ***Wisconsin Shoreland Protection Program (Chapter NR 115)***

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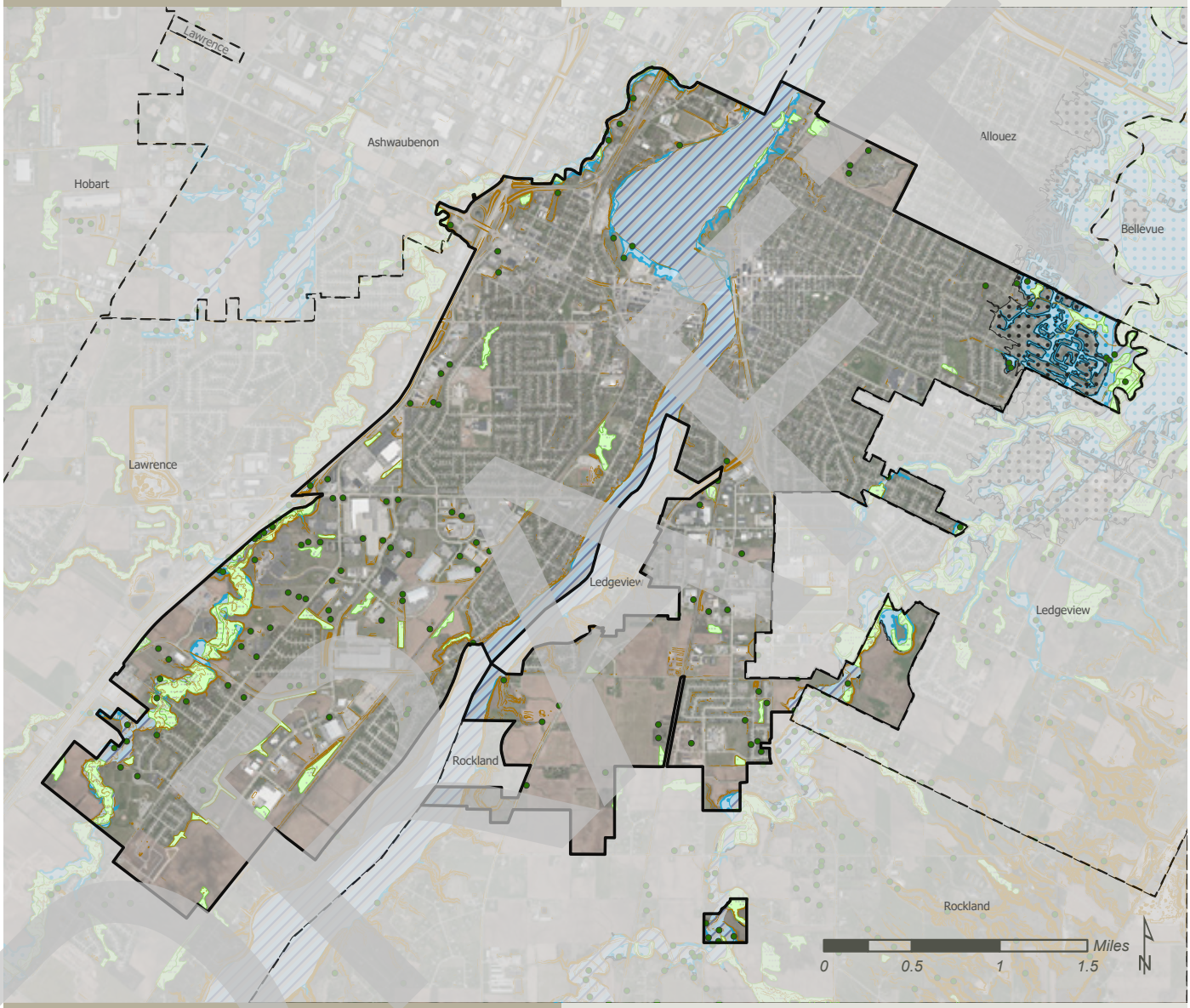
Environmentally Sensitive Areas



Environmentally sensitive areas (ESA's) are defined as portions of the landscape consisting of valuable natural resource features that should be protected from intensive development. The intent of the ESA's are to protect water-related natural resource features from the adverse impacts often associated with development. Should adjacent development change drainage patterns or remove native vegetation from the lands within or immediately adjacent to the ESA's, the quality and effectiveness of ESA's could be threatened. Such disturbances can also introduce invasive plant species to the area, which can result in loss of native vegetation, diversity and habitat.

Flood Hazard Areas
- AO
- Zone A (100 year floodplain, No Base Flood elevation determined)
- Zone AE (100 year floodplain with Base Flood Elevation determined)
- Floodway Areas in Zone AE
- 500 year floodplain (0.2 PCT ANNUAL CHANCE)

Steep Slope/ESA
- Slope >= 20% (ESA)

Wetland
- DNR Wetland-Less Than 2 Acres
- DNR Wetland-Greater Than 2 Acres

- Municipality Boundary
- City of De Pere

MAP TO BE UPDATED

Data Source: City of De Pere (2024)

BEST PRACTICE: GREEN INFRASTRUCTURE

WHAT IS GREEN INFRASTRUCTURE?

When green infrastructure systems are installed throughout a community, city or across a regional watershed, they can provide cleaner air and water as well as significant value for the community with flood protection, diverse habitat, and beautiful green spaces.

Green infrastructure elements can be woven into a community at several scales:

- **Urban Scale:** a rain barrel up against a house, a row of trees along a major city street, or greening an alleyway
- **Neighborhood Scale:** acres of open park space outside a city center, planting rain gardens or constructing a wetland near a residential housing complex
- **Landscape or Watershed Scale:** Protecting large open natural spaces, riparian areas, wetlands or greening steep hillsides

Best Practice: *Green Infrastructure*

GREEN INFRASTRUCTURE + ECOSYSTEMS

OBJECTIVE:

Preserve wetlands, floodplains, and other environmental areas to link various parts of the city and to serve as wildlife corridors, pedestrian trails, and stormwater management areas.

STRATEGIES:

- Coordinate with SEEDS for De Pere (Social, Economic, Environmental Design)or other parties to develop a map of De Pere's green infrastructure
- Contact the DNR to determine the presence and location of any threatened, endangered, or special concern species to facilitate their protection and preservation when possible and necessary upon NOI
- Consider adoption of De Pere's own nonmetallic mining ordinance should such resources ever be found within the community
- Encourage sustainable design elements like permeable pavement, bioswales, rain gardens and planter gardens in new development and surface parking, specifically in areas adjacent to a floodplain, surface water, or wetland
- Protect sensitive natural areas through public ownership, conservation easements, or other institutional controls to foster habitat protection and water quality within the East River

SEE ALSO:

- Community Utilities/Facilities ***(Section 4.3)***

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4.3 COMMUNITY UTILITIES/FACILITIES

Goal: Promote a quality living environment through the timely provision of adequate and efficient recreation, utility, emergency, and other public facilities and services affecting the health, safety, and well-being of De Pere residents and businesses

To provide high quality services, a growing community like De Pere must maintain, upgrade, and review it's utilities, facilities, and other services. The City should continuously evaluate it's existing services to ensure their continued provision in the most cost-effective manner possible consistent with the community's long-term sustainability goals, trends, and projections. The City should continuously consider the elimination of unnecessary services and the provision of improved, more sustainable services when necessary.

Challenges associated with the City's utilities, facilities, and other services are related to aging of existing infrastructure, timing of system replacements, construction of new infrastructure, network expansion as the community grows, regional economic competition, fiscal constraints, and new legislation and regulations.

Opportunities include a healthy population, economy, and business climate, efficiencies of scale, and intergovernmental cooperation and shared services. This section should be used to guide and direct, but not replace, detailed engineering studies, facility plans, and capital improvement programs.

ENSURE EQUITY, INCLUSION, AND ACCESS TO OPPORTUNITY FOR ALL

Support an extensive utility network that provides safe resources to all community districts.

CONNECTED AND ACCESSIBLE

Respond to community growth by extending De Pere's utility and facility network into future development areas.

LIVABLE AND VIBRANT

Place an emphasis on public safety and health by ensuring utilities and services are safe and accessible for all residents

SUSTAINABLE AND RESILIENT

Continue to commit to a more sustainable De Pere by considering alternative energy options when applicable.

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EXISTING PROVISIONS

- A police department
- A fire rescue department, which also provides emergency rescue services
- A comprehensive solid waste and recycling collection system
- A public water supply and transmission system
- A stormwater management system
- Sanitary system with new water infrastructure
- A comprehensive park, recreation, and forestry system
- A comprehensive street maintenance program including resurfacing, reconstruction, snowplowing, and street sweeping
- A health department
- A newly remodeled and expanded city hall housing the majority of the administrative offices of the City and the police and fire rescue departments
- A municipal service center housing the public works and parks and recreation and forestry departments
- A community center

The City of De Pere contracts with the Brown County Port and Solid Waste Department for solid waste and recycling disposal, encompasses part of two public school districts, and is the location of a Brown County Public Library, a County-run special needs school, and a U.S. Post Office.

Private providers arrange telecommunication, power, healthcare, care for the elderly, and childcare services within the City.

SUSTAINABILITY: BY THE NUMBERS

World Green Building Council, US EPA, and Wisconsin Department of Natural Resources (2023)

4.7 LB
The average person in Wisconsin generates 4.7 pounds of trash per day.

20-30%
Composting food scraps and yard waste can reduce 20-30% of what is typically thrown away.

94%
of Wisconsin households recycle and feel it is worthwhile.

40%
40% of consumed raw materials are consumed within the building industry.

74%
Embodied carbon, or carbon created when producing materials, is an emission source that has long been overlooked. Yet in the next ten years, it will be responsible for a staggering 74% of CO_2 emissions of new buildings constructed during that period.

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FACILITIES & SERVICES

OBJECTIVE:

Continue to provide quality services for all residents and businesses and identify sites for future facilities as the city continues to grow.

STRATEGIES:

- Plan, locate, and develop new recreational facilities and expand the activities within existing parks to respond to the needs and desires of all segments of the population. For more information, see *Chapter 4.2, Natural Resources*
- Work with Brown County to implement the Fairground Master Plan. For more information, see *Chapter 4.2, Natural Resources*
- Continue to encourage residents of all ages to use the city's community center
- Work with the Unified School District of De Pere and West De Pere School Districts to identify sites for future schools within and near the city
- Continue to cooperate with the school districts and St. Norbert College to enable residents to use their facilities and walking paths for social, recreational, and other activities
- Both the Unified School District of De Pere and the West De Pere School District should work closely with the city in the preparation of facility locations, school redistricting efforts, and the sharing of resources
- Refer to the 7-year Capital Improvement Plan in order to maintain the City's existing public facilities and replace aging/obsolete infrastructure and equipment in a timely fashion in areas like parks and recreation, public works, police and fire departments
- The City should continue to explore options to share the purchase and/or use of new major fire equipment with adjacent communities
- The City should consider construction or replacement of a third fire station in the City's south side
- The City should closely monitor its fire, rescue, and police needs as it grows to maintain an appropriate level of service. Consider the use of impact fees to assist with the construction of new police or fire facilities
- While additional demands for childcare services, elderly care and health care services should continue to be addressed by the private sector, the City should encourage and incentivize such uses within it's own community when properly designed and located

TELECOMMUNICATIONS + ENERGY

OBJECTIVE:

Continue to assess demand and trends in telecommunications and energy systems in order to efficiently bring these services to residents and businesses.

STRATEGIES:

- Work with the private telecommunication providers to ensure access to high-speed internet and consistent wireless phone coverage in all areas of the City, and in particular, the City's growing business parks
- The City should continue to ensure that adequate easements or other necessary rights-of-way are available and maintained for such infrastructure
- Consider alternative methods of energy (i.e. solar, wind, geothermal) in an effort to become more carbon neutral and climate friendly

FIND OUT MORE:

- ***Brown County Sewage Plan***
- ***City of De Pere Capital Improvement Plan (2023)***
- ***City of De Pere Comprehensive Outdoor Recreation Plan***

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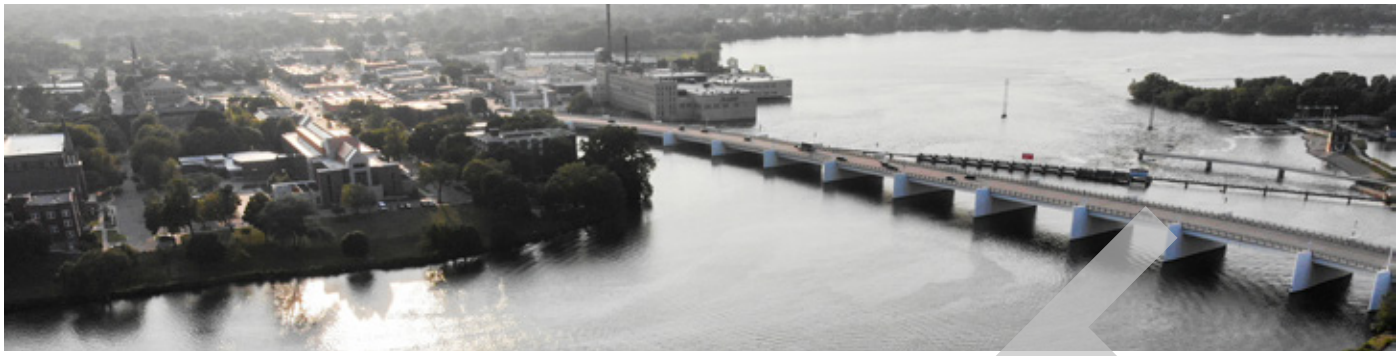


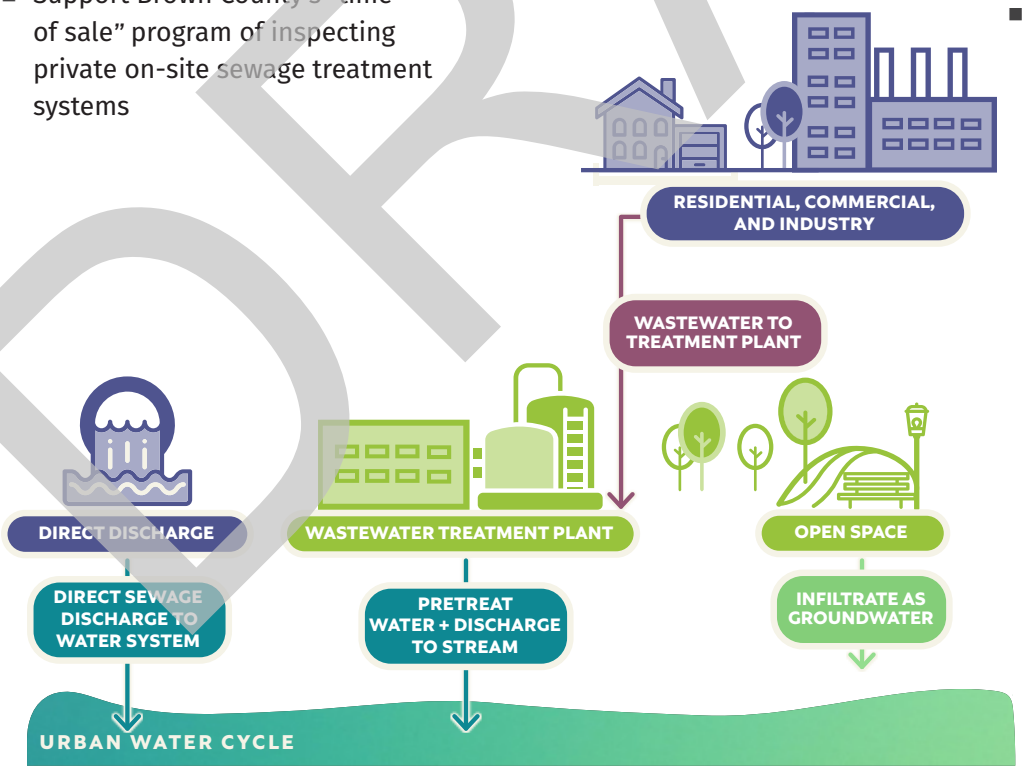
WASTE + SANITARY SEWER

OBJECTIVE:

The City's practice of long-range infrastructure maintenance and funding should continue to be implemented to help maintain its utility system.

STRATEGIES:

- Encourage businesses and industries to promote environmentally-friendly practices, such as advanced recycling, erosion control, and pollution controls
- Support Brown County's "time of sale" program of inspecting private on-site sewage treatment systems
- Support continuous updates of the Brown County Sewage Plan to ensure it is consistent with the recommendations of this comprehensive plan, particularly as it applies to the environmentally sensitive area designations and available sewer capacity
- Keep Green Bay Metropolitan Sewerage District (GBMSD) informed as to the future growth plans of the city and any plans for large-scale industrial providers of wastewater for treatment
- Continue to cooperate with the Town of Ledgeview, Village of Allouez, and other regional municipalities on the yard waste site and Brown County Solid Waste Department for single-stream recycling
- Continue to extend water supply and transmission system in conformance with 5-year growth increments, promoting infill development and efficient and cost-effective growth patterns
- Whenever possible, sanitary system modifications within a specific area should be undertaken at the same time as water, stormwater, and/or road construction or reconstruction so construction impacts are minimized and efficiency between the projects is maximized



Best Practice: *Urban Water Cycle*

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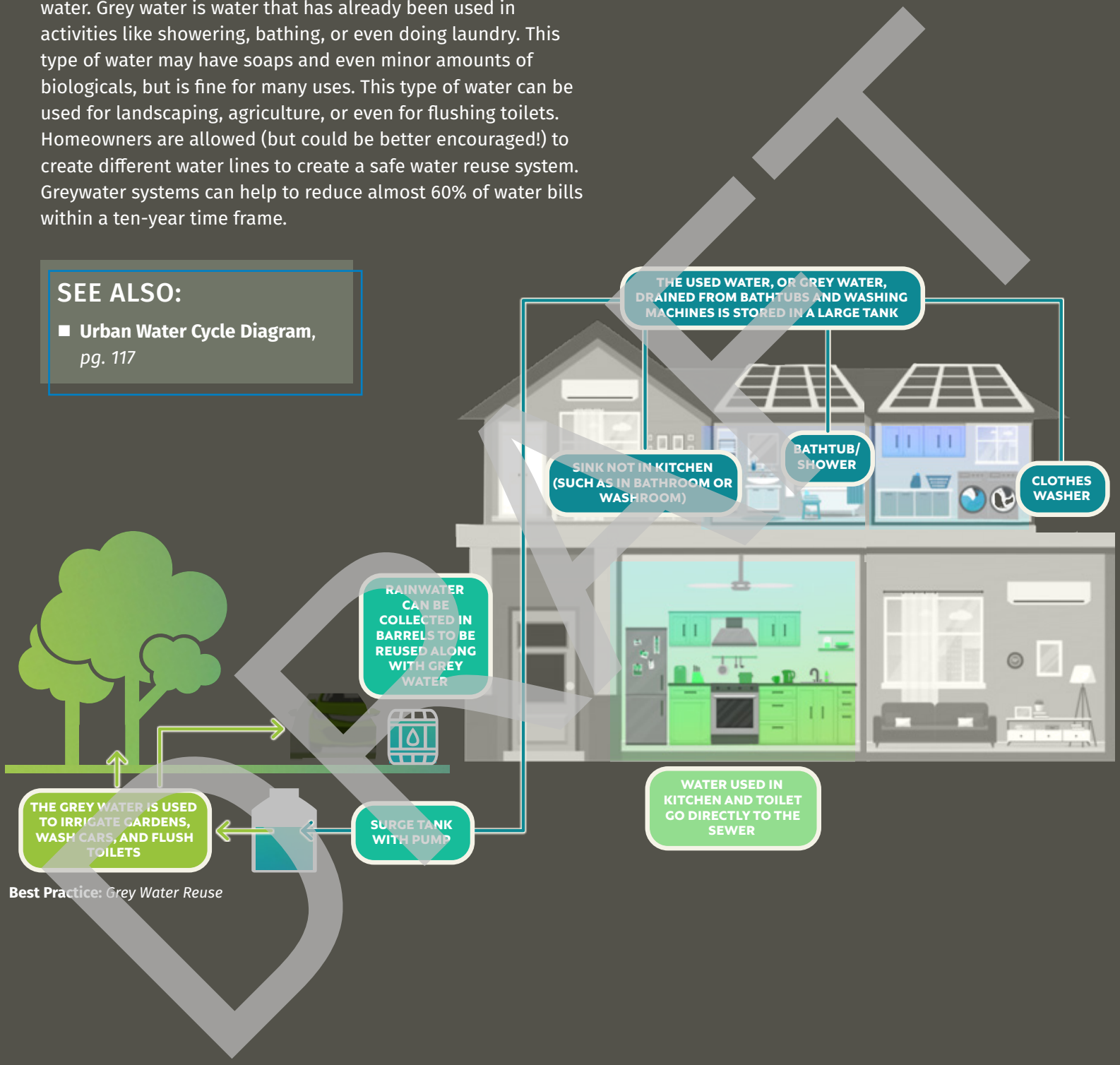
BEST PRACTICE: GREY WATER REUSE

Not all water demand needs to be satisfied by potable drinking water. Grey water is water that has already been used in activities like showering, bathing, or even doing laundry. This type of water may have soaps and even minor amounts of biologicals, but is fine for many uses. This type of water can be used for landscaping, agriculture, or even for flushing toilets. Homeowners are allowed (but could be better encouraged!) to create different water lines to create a safe water reuse system. Greywater systems can help to reduce almost 60% of water bills within a ten-year time frame.

SEE ALSO:

- **Urban Water Cycle Diagram**, *pg. 117*



Best Practice: *Grey Water Reuse*

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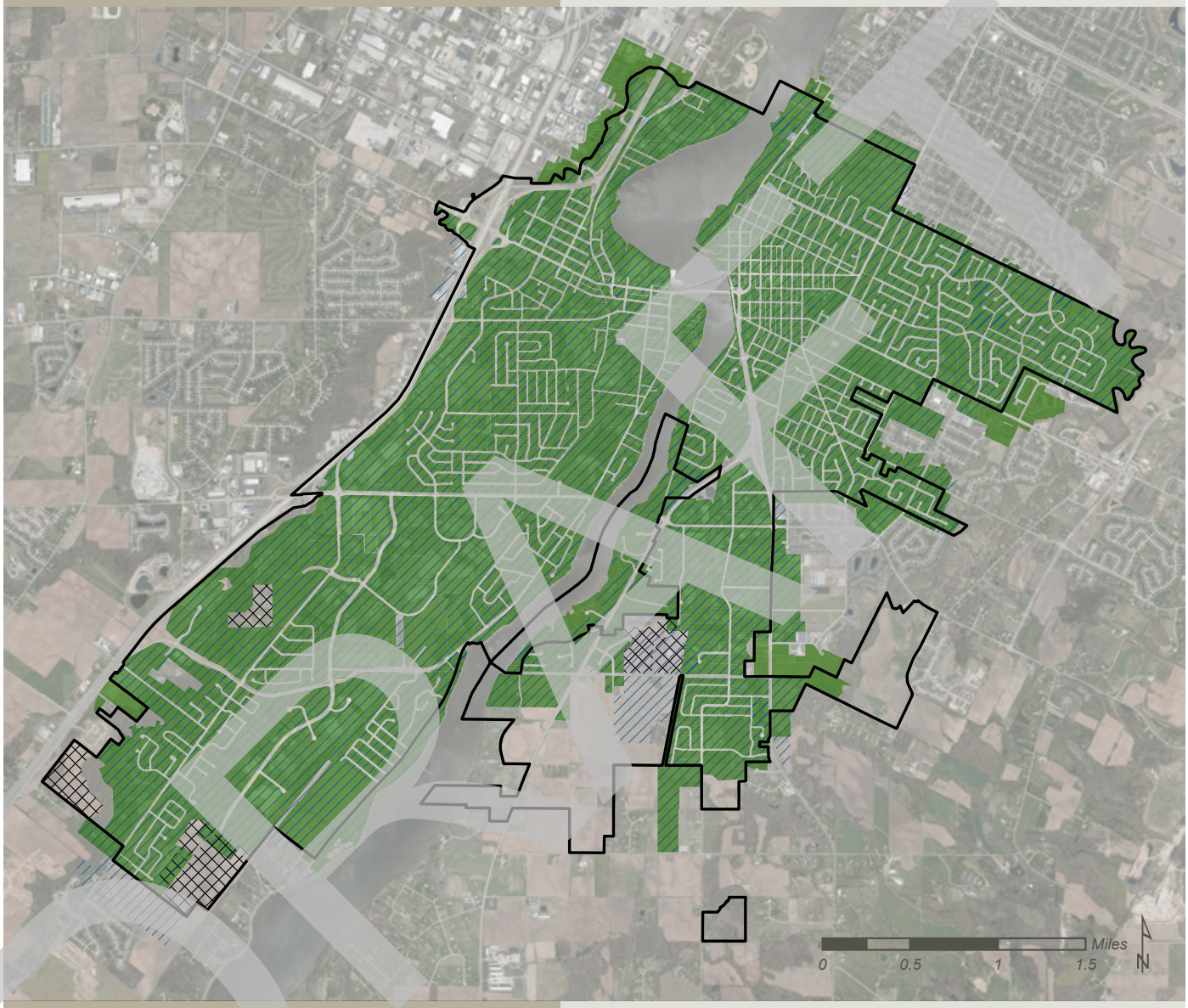
UTILITY LOCATIONS - SANITARY



As a regional facility, the GBMSD WWTP provides wastewater treatment at its plant to all of the Cities of Green Bay and De Pere and the Villages of Allouez, Ashwaubenon, Bellevue, Howard, and Pulaski and to portions of the Villages of Hobart and Suamico and the Towns of Green Bay, Humboldt, Pittsfield, and Scott.

As a portion of the sewer system is nearing the end of its design life, an increasingly greater percentage of these components have been replaced and will be replaced over the coming years.

- Sanitary Service Area
- Water Service Area
- Sanitary and Water Service Areas to be added in 2022/2023
- City of De Pere

MAP TO BE UPDATED

Data Source: City of De Pere (2024)

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STORMWATER

OBJECTIVE

Mitigate stormwater and flooding impacts on existing homes, businesses, natural areas, and municipal infrastructure.

STRATEGIES

- Utilize natural stormwater management attenuation through the usage of rain gardens, bioswales, and pervious paving materials
- Implement the recommendations in the City's Stormwater Ordinance to address water quantity issues (such as flooding) and water quality issues (through the protection of wetlands and stream habitats)
- Continue to monitor stormwater management mandates from the state and federal government to ensure continued compliance
- Ensure the stormwater utility continues to collect fees adequate to maintain the growing number of stormwater features and other infrastructure
- Continue membership in the Northeastern Wisconsin Stormwater Consortium (NEWSC) to meet the public educational requirements of the City's MS4 permit

WATER

OBJECTIVE:

Continue to maintain a long-term viable supply and distribution system of high quality, safe, public water.

STRATEGIES:

- Continue the long-range planning, maintenance, and funding activities in cooperation with the Central Brown County Water Authority to ensure De Pere's water supply and transmission system remain adequately sized for anticipated growth and development
- Continue to extend the water supply and transmission system in conformance with 5-year growth increments, promoting infill development and efficient, cost-effective growth patterns

FIND OUT MORE:

- ***City of De Pere Stormwater Ordinance***

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BEST PRACTICE: LOW IMPACT STORMWATER DESIGN

Rainwater Re-use Capturing roof runoff in rain barrels and cisterns allows it to be used for lawn and garden irrigation, reduces peak flows during storms and provides for infiltration into the soil in dry weather.

Tree Plantings Tree roots absorb rainwater and stabilize soils, preventing erosion. Tree branches and foliage also intercept a portion of rainwater.

Vegetated Swales Landscaped drainage channels (as an alternative to pipes) slow runoff, remove pollutants and infiltrate water.

Green Roofs Building green roofs can capture a percentage of rainwater and reduce runoff.

Disconnected Roof Drains Disconnecting roof drains or downspouts from the sewer system and directing their discharge to rain gardens, dry wells or vegetated swales reconnects rainwater with native soil (for infiltration) and vegetation (for absorption).

Surface Drainage Pitching the drainage of driveways, sidewalks and parking lots into adjacent vegetated soil — instead of into storm sewers — increases infiltration and absorption.

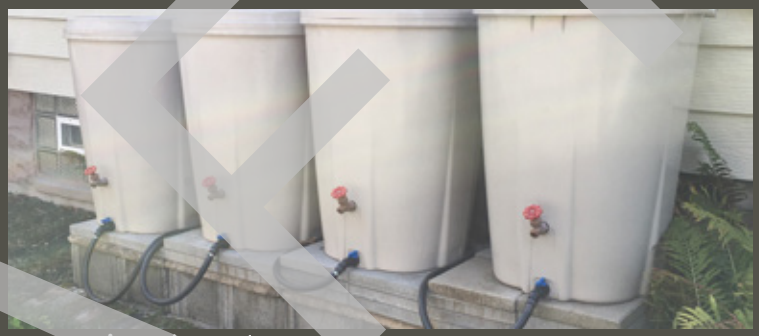
Infiltration Basins Engineered depressions in the landscape (such as rain gardens, dry wells and subsurface recharge beds) collect runoff from roofs and pavement and allow it to percolate into the soil.

SEE ALSO:

- **Best Practice:** Grey Water Reuse

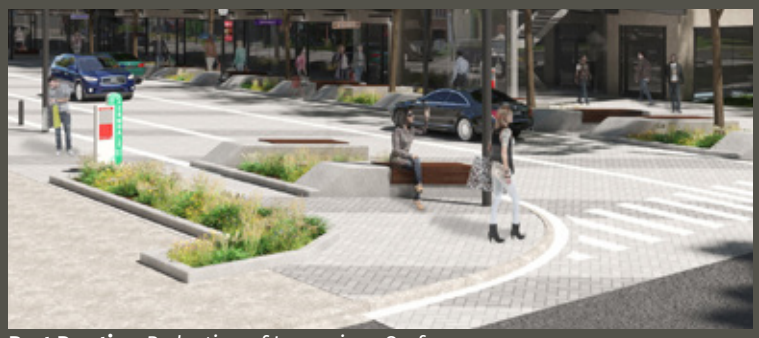
Reduction of Impervious Surfaces Reconfiguring driveways, parking lots and streets to reduce unnecessary pavement allows more vegetated soil and more rainwater infiltration.

Permeable Pavement Special types of asphalt, concrete, masonry and other materials that have open pores that reduce runoff and allow water to infiltrate the underlying soil.



Best Practice: *Rain Barrels*

Best Practice: *Rain Gardens*



Best Practice: *Reduction of Impervious Surfaces*
Adapted from Stormwater Magazine, July/August 2001.

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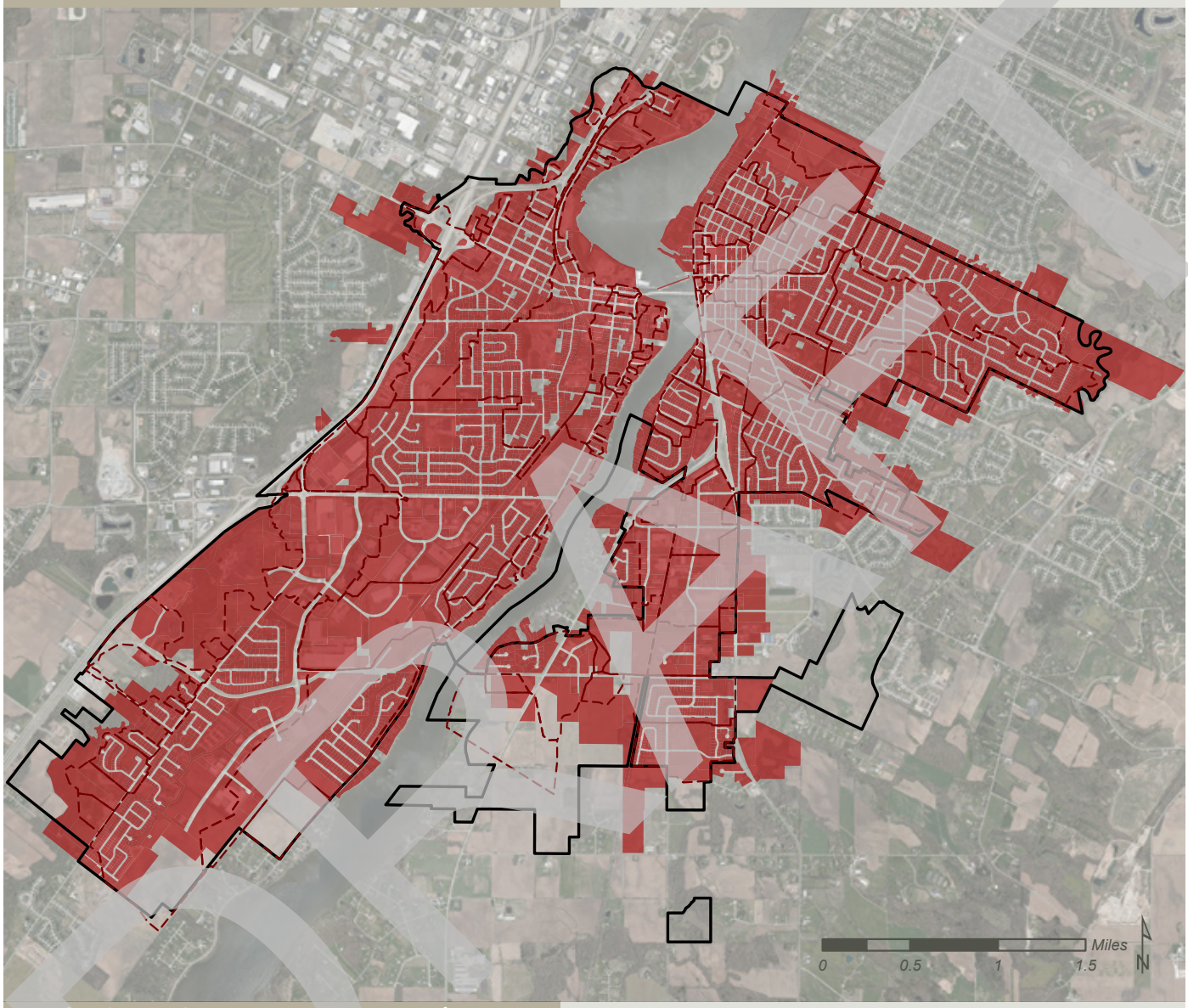
UTILITY LOCATIONS - STORMWATER



The City of De Pere's current stormwater system is comprised of a conveyance system consisting of swales, roadside ditches, storm sewers, culverts, channels and a storage system consisting of wetlands, wetland remnants, and constructed stormwater detention facilities. This system transports stormwater runoff from developed lands to the Fox and East Rivers.

De Pere has adopted Chapter 29 of the municipal code to regulate the introduction of pollutants and illegal connections to the City's municipal separate storm sewer system (MS4).

- Stormwater Service Area
- Stormwater Basin
- City of De Pere

MAP TO BE UPDATED

Data Source: City of De Pere (2024)

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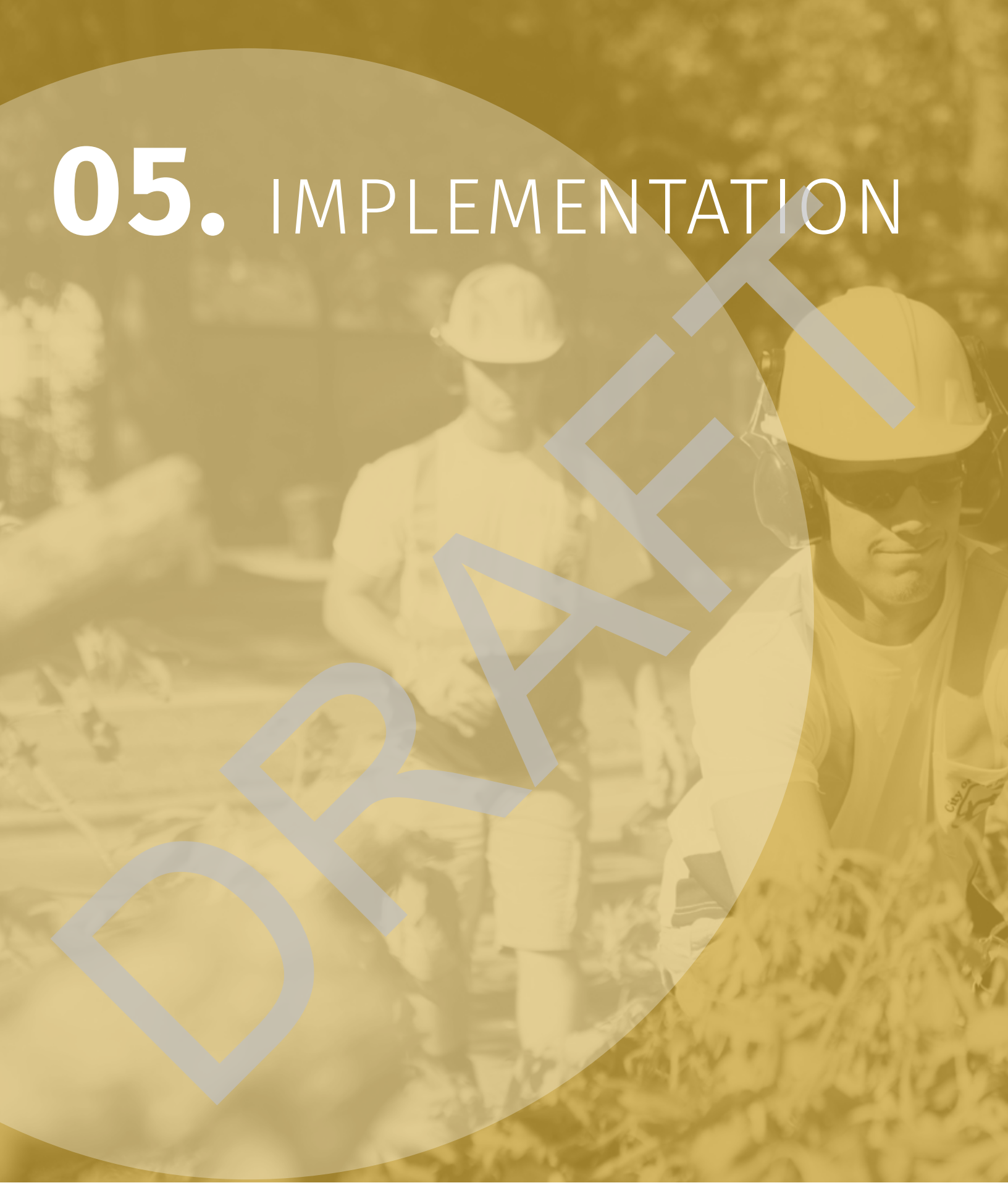
05. IMPLEMENTATION



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CHAPTER CONTENTS

- Tenets of Successful Implementation
- Plan Implementation Process
- Roles
- Tools
- Inter-Governmental Coordination
- Action Plan

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The preceding chapters outline an overall set of vision elements and recommendations to guide De Pere's decision making for the coming years. Many of the recommendations in Imagine De Pere will take multiple steps, partners, and funding sources. This implementation chapter seeks to outline the roles and responsibilities of those involved with assuring these recommendations take shape for the next five years and beyond.

TENETS OF SUCCESSFUL IMPLEMENTATION

The input received through the Imagine De pere process provided a foundation to help achieve the Community's vision. Community support, commitment, and involvement must continue.

COMMITMENT

Successful plan implementation will be directly related to a committed City leadership. While elected and appointed officials will have a strong leadership role, many others-City department directors, staff, and leaders from the community's many institutions and organizations - will also be instrumental in supporting the plan.

However, commitment reaches beyond just these individuals and includes the array of stakeholders. Residents and business owners interested in how De Pere develops must unite toward the plan's common vision.

INTEGRATE WITH PROJECT DESIGN

City officials and departments must embrace the plan, applying its recommendations to help shape annual budgets, work programs, and the design of capital improvements. For example, the City's engineering practices can support implementation through infrastructure improvements, streets, and storm systems designed consistent with plan policies and recommendations. Each department, staff person, and elected official should find it a benefit, if not an obligation, to reference the plan when making decisions and setting priorities.

GUIDANCE FOR DEVELOPMENT DECISIONS

This plan is designed for routine use and should be consistently employed during any process affecting the community's future. Private investment decisions by developers, corporations, and land owners should consider the plan's direction as it is the guide for economic growth and stability of the community and supports the goals and objectives of the overall plan.

EVALUATION AND MONITORING

This plan has been developed with a degree of flexibility, allowing nimble responses to emerging conditions, challenges, and opportunities. To help ensure the plan stays fresh and useful, periodic reviews and amendments may be required. This will ensure plan goals, objectives, and recommendations reflect changing community needs, expectations, and financial realities.

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PLAN IMPLEMENTATION PROCESS

DATA COLLECTION
Develop understanding of the city and its baseline status. Identify where future trade-offs may need to be evaluated for the city to achieve its long-term goals.

WORKSHOPS & FORUMS
Connect with stakeholders to confirm vision and guiding principles and understand challenges to meeting goals.

DATA & INPUT ANALYSIS
Use collected data and feedback to develop indicators and metrics for measuring progress on goals and objectives.

BENEFIT, IMPACT, & FEASIBILITY EVALUATION
Evaluate cost benefits, feasibility, and impacts to determine priority actions. What change will we expect to see?

DRAFT PLAN
Recommendation of draft plan to commission or council for approval and funding of implementation.

ANNUAL PROGRESS
Check plan's progress against indicators. Did we achieve the change we expected?

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ROLES

CITY COUNCIL

The City Council must be solidly engaged in the process to implement the Plan. City Council will use Imagine De Pere as a guide to implementing their organizational Strategic Goals and Critical Success Factors. Their responsibilities will be to prioritize various action items and establish time-frames by which each action must be initiated and completed. They must also consider and weigh the funding commitments necessary to realize the City's vision, whether involving capital improvements, facility design, municipal services, targeted studies, or changes to development regulations.

PLANNING COMMISSION

The Planning Commission is charged with overseeing Plan implementation and is empowered to make ongoing land use decisions. Therefore, many tasks in the Action Plan are the responsibility of the Planning Commission and its staff. As an example, the Planning Commission is charged with preparing studies, ordinances, and certain programmatic initiatives before they are submitted to the City Council. In other instances, the Planning Commission plays a strong role as a "Plan Facilitator", overseeing the process and monitoring its progress and results. Together, City staff and the Planning Commission must be held accountable, ensuring Imagine De Pere impacts daily decisions and actions by its many stakeholders.

CITY STAFF

Staffing continues to be a priority for efficiency. One option to help fund staff or any future consulting services would be to assess the fee schedule and factor in administrative costs. This would transfer some of the cost to the developer to pay for staff or a consultant's time in the review process.

City staff wear many hats and fulfill a variety of tasks to keep the city running. The actions identified in this Plan cannot be implemented by staff alone. Instead, staff helps guide the team of implementors and makes connections between resources locally and regionally. Staff training should be a priority as well. Champions for projects and initiatives can extend beyond staff to dedicated partners and City leaders.

Preparing for future staff turnover means an emphasis on documentation and processes. Records and institutional memory should be documented to ensure future staff have the resources they need. Digitizing records and maps should be a priority so staff can most efficiently do their job.

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ROLE OF PUBLIC

The City of De Pere depends on residents joining the process to ensure City staff and elected officials are enacting changes that are resident focused. Join the process and advocate for the guiding principles you prioritize on projects and decisions. You can join in many ways, from taking surveys to joining Planning Commission or one of the many boards and interest groups created based on your specific interests.

While this plan and the zoning ordinance embed the community's vision into the City's decision making process for most development projects, some types of projects have more opportunity for the public to advocate for priorities when they arise:

- Transportation projects
- The use/reuse of city-owned sites
- Planned Unit Development projects
- Projects receiving public incentives

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TOOLS

Imagine De Pere is intended to serve as a guide for land use and redevelopment for the next 25 years. Goals, objectives, and actions noted throughout the Plan should be carefully considered during decisions on: rezonings, zoning text amendments, other regulations, capital investments for improvements to streets, "complete streets" bikeways/walkways, utilities, public facilities, land acquisition, and development proposals. Recommendations in this Plan apply to both public land (parks, sites, and right-of-ways) and guidance for development and redevelopment of privately-owned property.

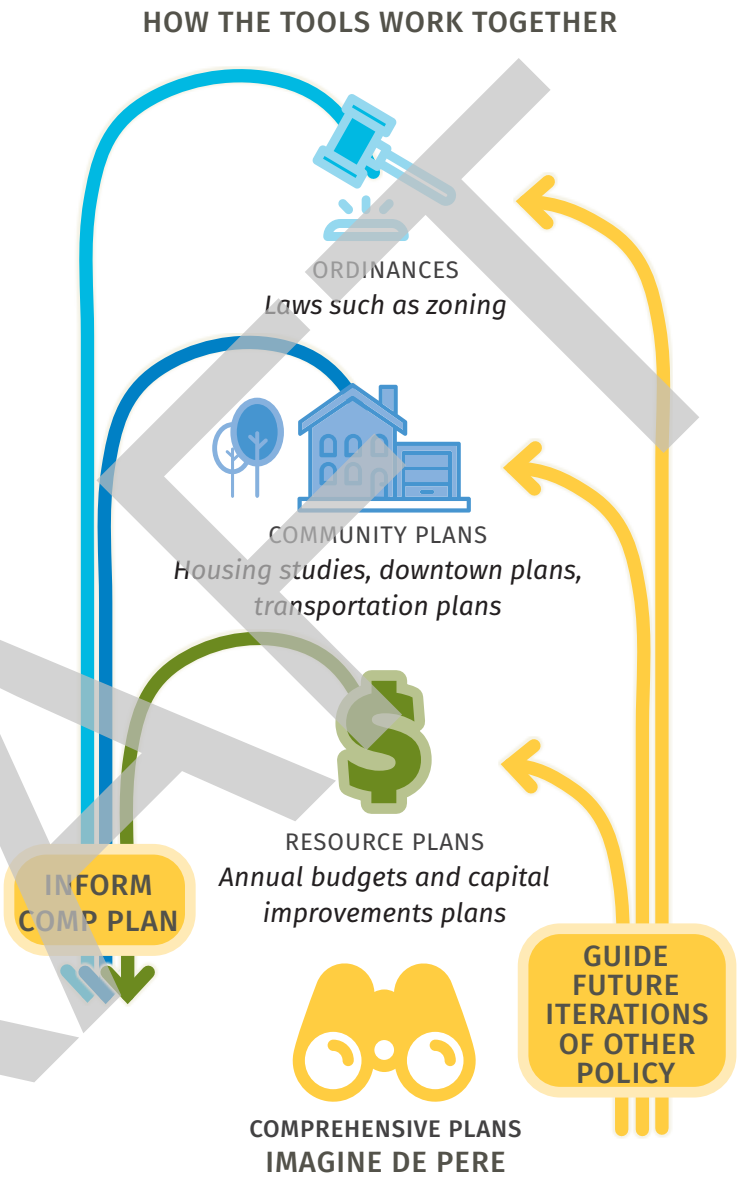
Some Plan recommendations may involve the need for changes to land use regulations and/or potential new programs. Others may involve partnerships with other municipalities, agencies, organizations, or groups. Since the Plan is a long-range guide, refinements or additional studies may also be appropriate in the future to reflect new information, respond to unanticipated factors or to address changes in city policies.

To that end, this chapter provides a summary of the recommendations described in the previous sections of the plan. It also acts as a quick reference for the City staff, Planning Commission, and the City Council to evaluate its progress toward implementation of the Plan.

Tools to implement Imagine De Pere generally fall into five categories and some strategies may include more than one:

1. Land use regulations
2. Capital improvement plans
3. Special funding programs
4. Other programs
5. Partnerships

Each tool has a different purpose toward Plan implementation and may suggest specific immediate changes, long-term policies and others involve ongoing activities.



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LAND USE REGULATIONS

The primary tool for Plan implementation, which includes the Zoning Ordinance and other land use regulations, is summarized below. The city also has several other codes and ordinances to ensure that activities remain compatible with the surrounding area, such as noise, blight and nuisance ordinances.

ZONING REGULATIONS

Zoning regulations control the intensity and arrangement of land development through standards on lot size or units per acre, setbacks from property lines, building dimensions and similar minimum requirements. Various site design elements discussed in this Plan are also regulated through site plan review and address landscaping, lighting, driveways, parking and circulation, pedestrian systems, and signs. Zoning can also be used for environmental benefits such as requiring low-impact design for stormwater management through the use of permeable pavement and on-site rain gardens or bioswales to filter stormwater.

ZONING MAP

Over time, changes to the zoning map should become more consistent with the land use pattern identified on the Future Land Use Map. In some cases, the City may wish to initiate certain rezonings as part of an overall zoning map amendment. Other changes to the zoning map can be made in response to requests by landowners or developers. In those cases, City officials will need to determine if the time is proper for a change. It is important that the future land use plan be understood as a long-range blueprint: implementation is expected, but gradually in response to needs, conditions and availability of infrastructure. The Zoning Plan outlines how the Future Land Use Plan relates to current zoning.

PUBLIC INFRASTRUCTURE STANDARDS

Public infrastructure refers to the basic facilities and services needed for the functioning of the city such as city streets, water, sanitary sewer, storm sewer, among others. Standards to ensure consistency and uniformity have been adopted so that each facility is designed and constructed to support existing and future development.

SUBDIVISION, LAND DIVISION AND CONDOMINIUM REGULATIONS

Subdivision, land division and condominium regulations control the manner in which property is subdivided in the city and the public improvements required to support the development. The distinctions are not always apparent once a project is built, but the approval procedures are different due to separate state statutes that govern these types of land development approaches in Wisconsin.

CAPITAL IMPROVEMENT PLAN

The Capital Improvement Plan (CIP) serves as the City's multi-year planning instrument used to identify needs and financing sources for public infrastructure improvements. The City of De Pere CIP contains recommended capital projects, timing, estimated costs and funding for public infrastructure (streets, bikeways, sidewalks, sanitary sewers, waterlines, storm sewers and drainage) and community facilities (public buildings, fire, police and parks). Capital projects identified help support and promote desired development, and to meet the needs of residents and businesses in the city. The number of projects and project timing are influenced by several factors, in particular, the cost, need for environmental clearance or approval by other agencies, and funds available.

The CIP process precedes the budget process and is used by City Council when developing the annual budget. Recommending approval of the CIP by the Planning Commission does not mean that they grant final approval of all projects contained within the plan. Rather by recommending approval of the CIP, the Planning Commission acknowledges that these projects represent a reasonable interpretation of the upcoming needs of the community and that projects contained in the first year of the plan are suitable for inclusion in the upcoming budget, if funding is available.

OTHER PROGRAMS

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A variety of housing, economic development, informational and other programs may be used by the City to assist with implementation of recommendations in this Plan. Many of these are through state programs as identified in the preceding chapters such as the following:

- Wisconsin Housing and Economic Development Authority (WHEDA)
- Wisconsin Community Development Programs (WI-DOA)
- Wisconsin Economic Development Corporation (WEDC)
- Wisconsin Department of Transportation (WISDOT)
- Wisconsin Department of Natural Resources (WIDNR)
- Housing and Urban Development (HUD) Community Development Block Grants (CDBG)

PUBLIC/PRIVATE PARTNERSHIPS

While the City can coordinate many of the Plan's implementation tasks, responsibility should not solely rest on the government. Instead, the vast array of stakeholders having key roles in either the city or region should all participate. Partnerships with the public and private sector, neighboring municipalities, local businesses, and land owners will also lead to a successful implementation of the plan's initiatives.

Partnerships may range from sharing information, to funding, to shared promotions or services. The spirit of cooperation through alliances and partnerships will be sustained to benefit everyone in the region. City government cannot and should not do it all. Only through public/private collaboration can the Plan's vision be realized.

SPECIAL FUNDING PROGRAMS

Some of the recommendations may be funded locally, some through outside funds, and many through a combination. The City monitors new federal and state funding programs that may be available to assist in implementation. In addition, foundations and other organizations may provide contributions.

SEE ALSO:

- Inter-Governmental Coordination

TAX INCREMENT FINANCING (TIF)

In addition to traditional sources, the City can raise revenues within a specific geographic area for specific purposes. Tax increment financing is a redevelopment tool that captures the increase of tax revenues when redevelopment occurs in a specific geographic area for specific purposes for reinvestment in that area.

TRANSPORTATION ALTERNATIVES PROGRAM (TAP)

The Wisconsin Department of Transportation (WISDOT) administers the federal Transportation Alternatives Program (TAP) in Wisconsin, where traffic calming, regional trail connections and safe routes to school are among the highest priorities for funding. TAP is a competitive grant program that uses federal transportation funds designated by Congress for specific activities that enhance the intermodal transportation system and provide safe alternative transportation options. Projects are selected on a competitive basis for funding in a future fiscal year.

HISTORIC TAX CREDITS

The Wisconsin Historic Tax Credit provides a 20% investment tax credit against passive income for certified rehabilitation projects. Eligible blocks include the 100 S. Broadway and 200-400 Main Avenue.

COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG)

The U.S. Department of Housing and Urban Development CDBG Program provides annual grants to provide decent housing and a suitable living environment by expanding economic opportunities, principally for low- and moderate-income persons.

PRESERVATION EASEMENTS

Donation of facade easements can provide meaningful tax advantages to building owners and can open some avenues of public financing for facade restoration.

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KEY PRIORITY:

INTER-GOVERNMENTAL COORDINATION

Goal: Work with the surrounding communities, school districts, St. Norbert College, Brown County, Bay-Lake Regional Planning Commission, and State of Wisconsin to cooperatively plan and develop the city and region.

EXISTING PARTNERS

Educational Institutions

Ongoing communication between the city and related educational institutions has been integral in coordinating facility growth needs, the sharing of resources, and the integration of educational destinations with surrounding neighborhoods.

- Unified School District of De Pere
- West De Pere School District
- Private and Parochial Schools
- St. Norbert College

Adjacent Communities

Adjacent community planning coordination has lead to discussions regarding transportation infrastructure expansion/ enhancement efforts (southern bridge, east river trail expansion), waterfront planning, shared recreation destinations, growth management, boundary agreements, utility provisions, compatible land use, and public safety.

- Village of Allouez
- Town of Ledgeview
- Town of Rockland
- Town of Lawrence
- Village of Ashwaubenon

Regional & State Planning Organizations

Regional partners are essential in aligning local and regional transportation plans, resource conservation initiatives, regional utility provision, economic development strategies, and large-scale events and festivals.

- Green Bay Metropolitan Planning Organization (MPO)
- Central brown County Water Authority (CBCWA)
- Green Bay Metropolitan Sewerage District (GBMSD)
- Bay-Lake Regional Planning Commission
- Brown County
  - Highway Department
  - Facility & Park Management Department
- State of Wisconsin
  - Wisconsin Department of Transportation (WisDOT)
  - Wisconsin Department of Natural Resources WisDNR

For strategies relating to inter-governmental coordination, see the action plan.

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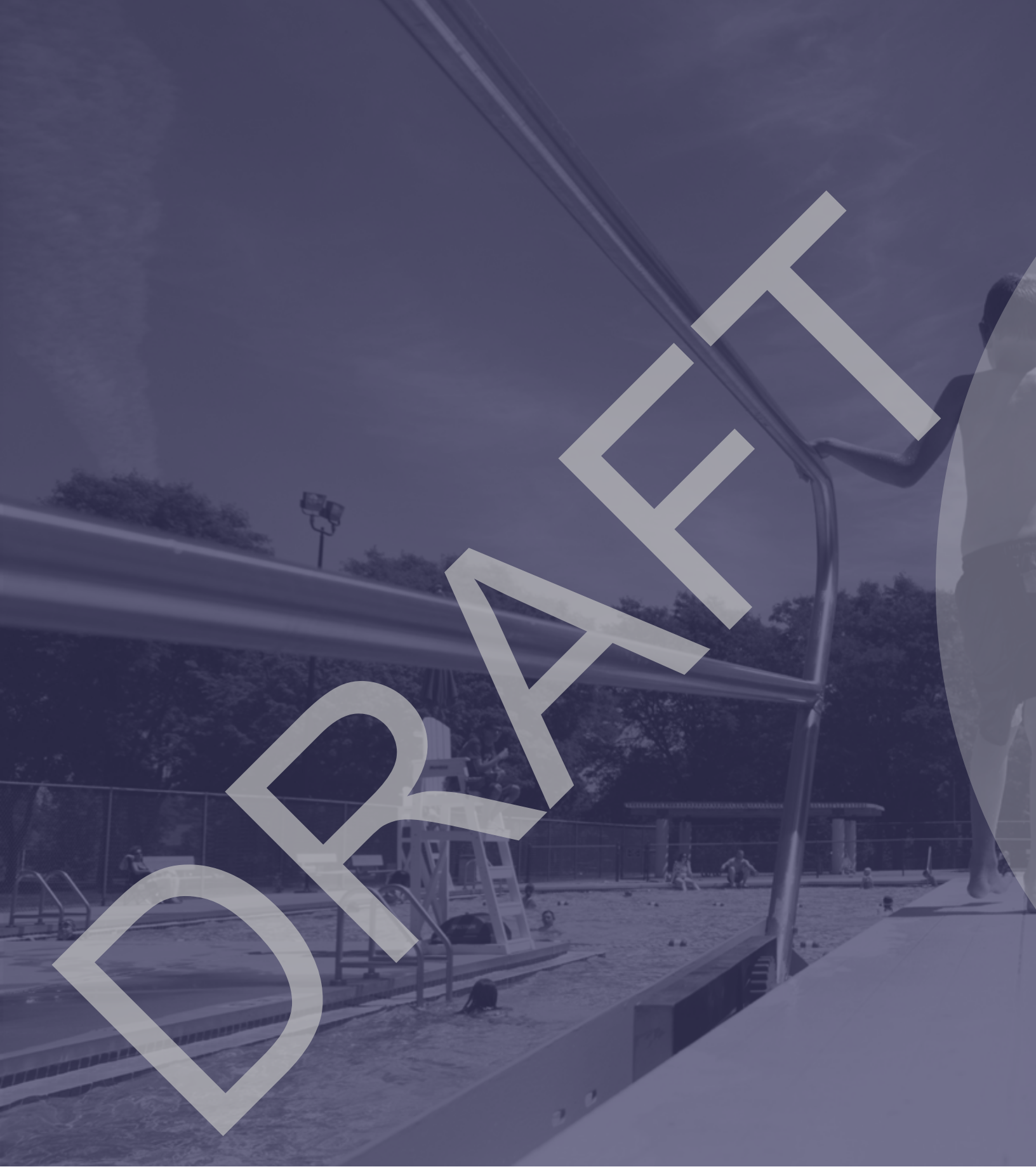

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06. APPENDIX

6.1 GLOSSARY

6.2 MARKET SNAPSHOT

6.3 ENGAGEMENT SUMMARY

6.4 SOUTHEAST AREA PLAN

6.5 WEST DOWNTOWN DESIGN PLAN

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6.1 GLOSSARY

Smart Growth. The development and redevelopment of lands with existing infrastructure and municipal, state and utility services, where practicable, or that will encourage efficient development patterns that are both contiguous to existing development and at densities that have relatively low municipal, state governmental and utility costs. 16.965(1)(b)

Complete Streets. Complete Streets are streets that are safe for all users, regardless of age, ability, income, race, ethnicity, or mode of travel.

Resilience Planning. A planning process that communities can undertake to identify potential hazards and threats, and then establish adaptation, mitigation, and recovery plans. The goal is to reduce likely impacts and ensure that key infrastructure systems continue operating, or quickly begin providing services again.

Sustainability. The capability to equitably meet the vital human needs of the present without compromising the ability of future generations to meet their own needs by preserving and protecting the area's ecosystems and natural resources.

Mixed-Use. Spaces that provide more than one use or purpose within a shared building or development area.

Traditional Neighborhood Design. A compact, mixed-use neighborhood where residential, commercial and civic buildings are within close proximity to each other 66.1027(1)(c)

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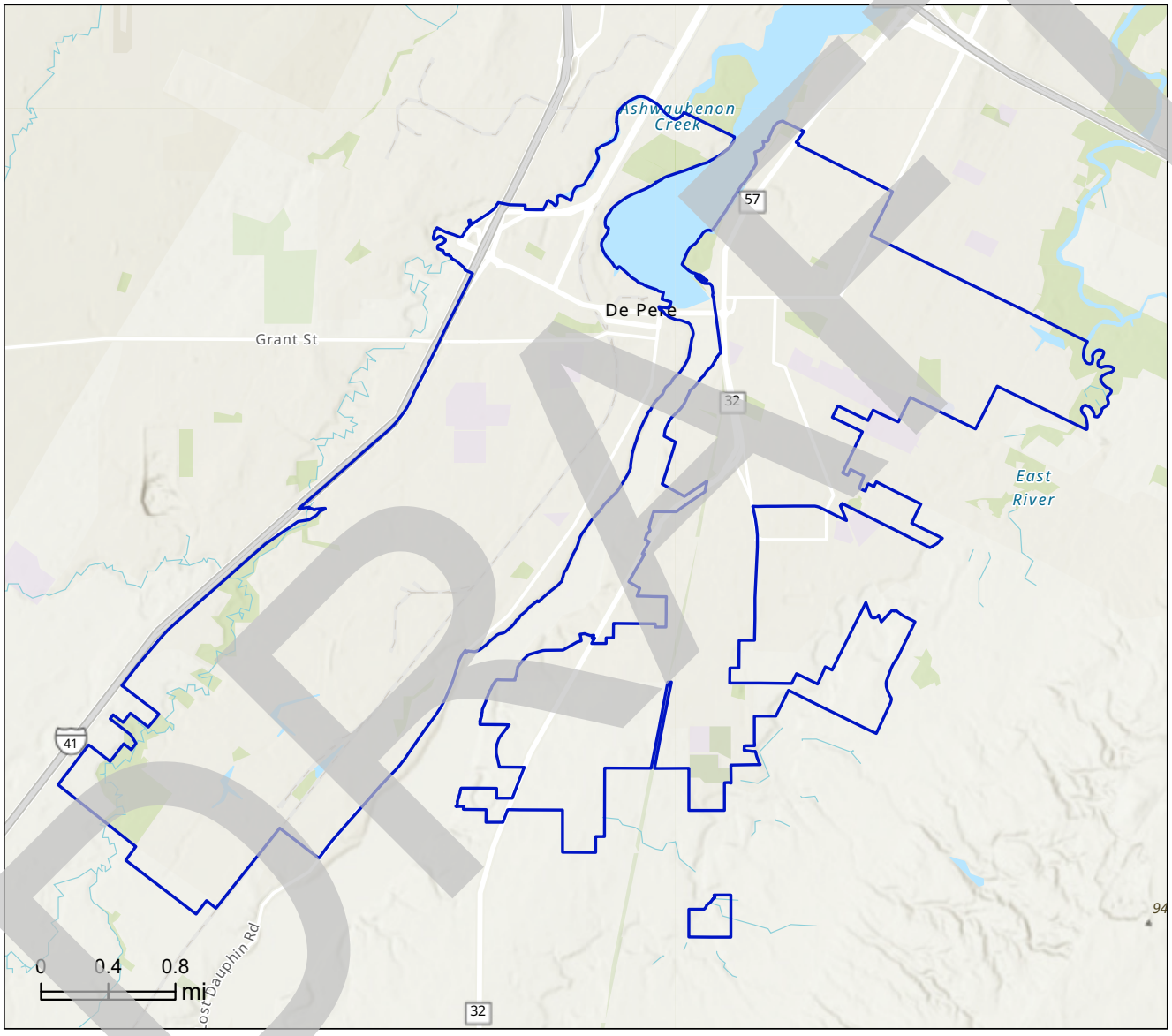
6.2 COMMUNITY SUMMARY

Site Details Map

De Pere City, WI 3
De Pere City, WI (5519775)
Geography: Place

Prepared by SmithGroup



This site is located in:

City: ---
County: Brown County
State: Wisconsin
ZIP Code: 54115
Census Tract: 55009010100
Census Block Group: 550090101001
CBSA: Green Bay, WI Metropolitan Statistical Area

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Tapestry Segmentation Area Profile

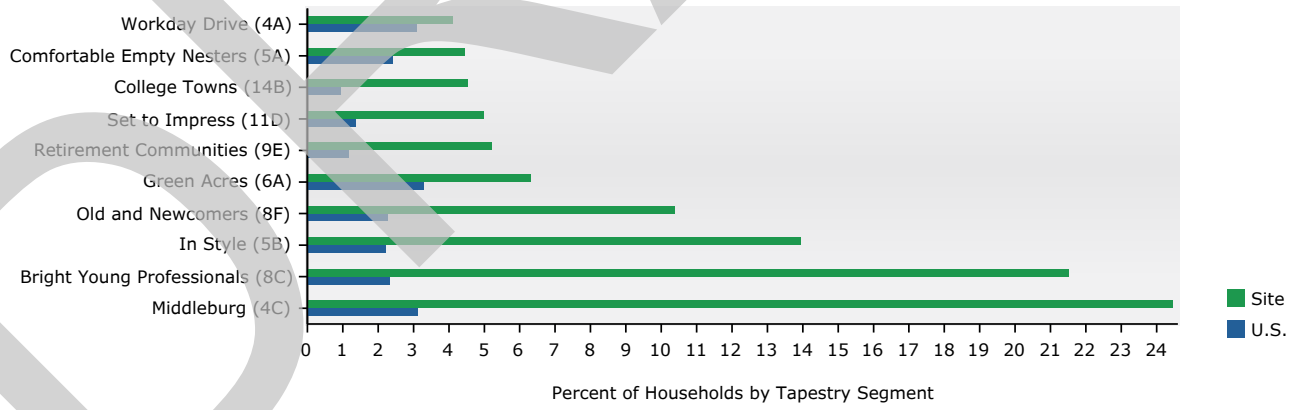
De Pere City, WI 3
De Pere City, WI (5519775)
Geography: Place

Prepared by SmithGroup

Top Twenty Tapestry Segments

Rank	Tapestry Segment	2024 Households Percent	2024 Households Cumulative Percent	2024 U.S. Households Percent	2024 U.S. Households Cumulative Percent	Index
1	Middleburg (4C)	24.5%	24.5%	3.1%	3.1%	781
2	Bright Young Professionals (8C)	21.5%	46.0%	2.3%	5.5%	928
3	In Style (5B)	14.0%	60.0%	2.2%	7.7%	626
4	Old and Newcomers (8F)	10.4%	70.3%	2.3%	10.0%	456
5	Green Acres (6A)	6.3%	76.7%	3.3%	13.3%	192
	Subtotal	**76.7%**		**13.2%**		
6	Retirement Communities (9E)	5.2%	81.9%	1.2%	14.4%	440
7	Set to Impress (11D)	5.0%	86.9%	1.4%	15.8%	361
8	College Towns (14B)	4.6%	91.4%	0.9%	16.8%	486
9	Comfortable Empty Nesters (5A)	4.5%	95.9%	2.4%	19.2%	185
10	Workday Drive (4A)	4.1%	100.0%	3.1%	22.3%	133
	Subtotal	**23.4%**		**9.0%**		
	Total	**100.0%**		**22.3%**		**449**

Top Ten Tapestry Segments Site vs. U.S.



Data Note: This report identifies neighborhood segments in the area, and describes the socioeconomic quality of the immediate neighborhood. The index is a comparison of the percent of households or Total Population 18+ in the area, by Tapestry segment, to the percent of households or Total Population 18+ in the United States, by segment. An index of 100 is the US average.
Source: Esri

December 31, 2024

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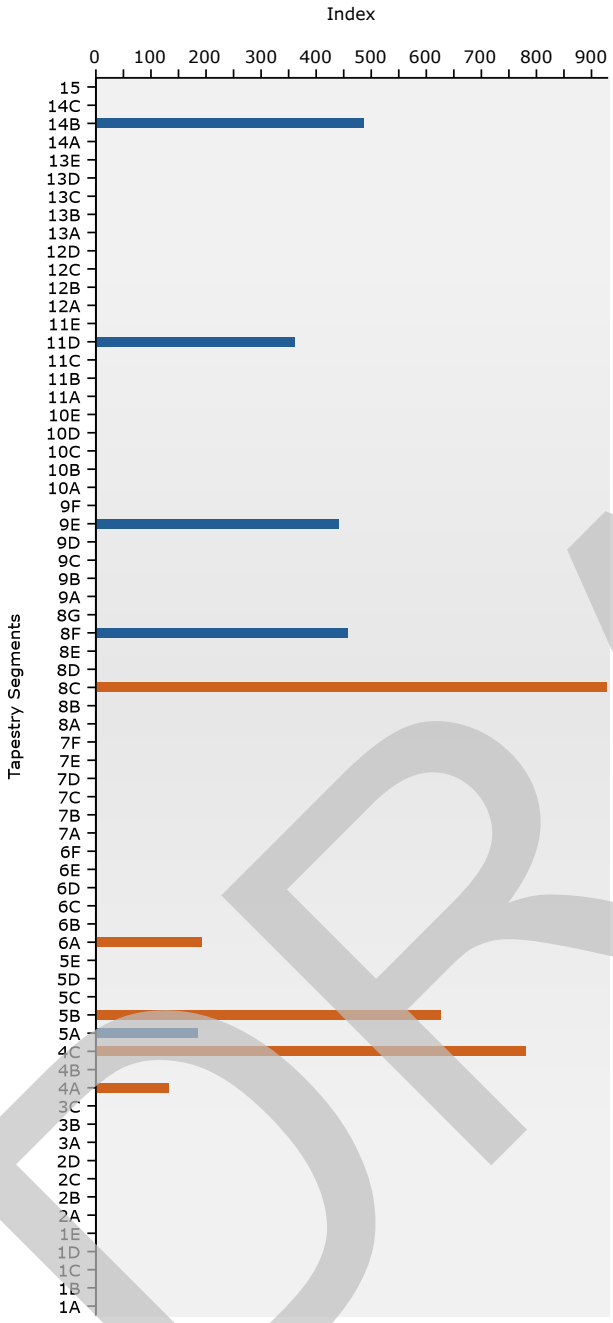
Tapestry Segmentation Area Profile

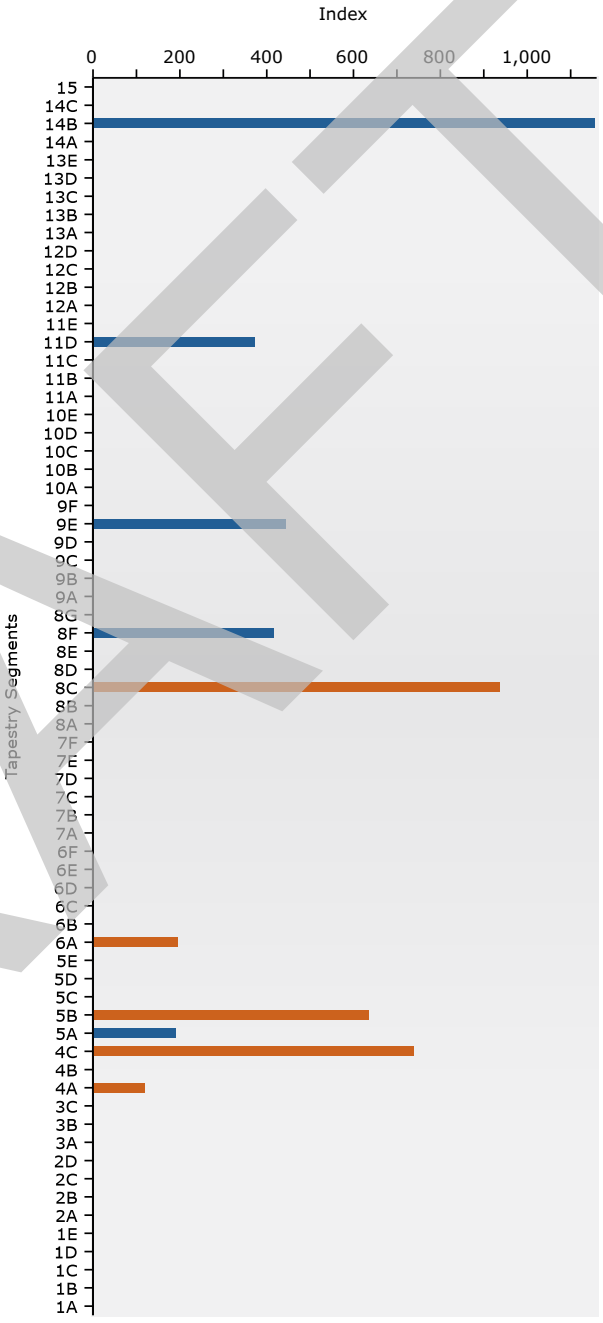
De Pere City, WI 3
De Pere City, WI (5519775)
Geography: Place

Prepared by SmithGroup

2024 Tapestry Indexes by Households



2024 Tapestry Indexes by Total Population 18+



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Source: Esri

December 31, 2024

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Tapestry Segmentation Area Profile

De Pere City, WI 3
De Pere City, WI (5519775)
Geography: Place

Prepared by SmithGroup

Tapestry LifeMode Groups	2024 Households			2024 Adult Population		
	Number	Percent	Index	Number	Percent	Index
Total:	10,241	100.0%		20,267	100.0%	
1. Affluent Estates	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
Top Tier (1A)	0	0.0%	0	0	0.0%	0
Professional Pride (1B)	0	0.0%	0	0	0.0%	0
Boomburbs (1C)	0	0.0%	0	0	0.0%	0
Savvy Suburbanites (1D)	0	0.0%	0	0	0.0%	0
Exurbanites (1E)	0	0.0%	0	0	0.0%	0
2. Upscale Avenues	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
Urban Chic (2A)	0	0.0%	0	0	0.0%	0
Pleasantville (2B)	0	0.0%	0	0	0.0%	0
Pacific Heights (2C)	0	0.0%	0	0	0.0%	0
Enterprising Professionals (2D)	0	0.0%	0	0	0.0%	0
3. Uptown Individuals	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
Laptops and Lattes (3A)	0	0.0%	0	0	0.0%	0
Metro Renters (3B)	0	0.0%	0	0	0.0%	0
Trendsetters (3C)	0	0.0%	0	0	0.0%	0
4. Family Landscapes	**2,927**	**28.6%**	**361**	**5,500**	**27.1%**	**329**
Workday Drive (4A)	421	4.1%	133	802	4.0%	119
Home Improvement (4B)	0	0.0%	0	0	0.0%	0
Middleburg (4C)	2,506	24.5%	781	4,698	23.2%	739
5. GenXurban	**1,886**	**18.4%**	**165**	**3,606**	**17.8%**	**167**
Comfortable Empty Nesters (5A)	457	4.5%	185	923	4.6%	190
In Style (5B)	1,429	14.0%	626	2,683	13.2%	635
Parks and Rec (5C)	0	0.0%	0	0	0.0%	0
Rustbelt Traditions (5D)	0	0.0%	0	0	0.0%	0
Midlife Constants (5E)	0	0.0%	0	0	0.0%	0
6. Cozy Country Living	**648**	**6.3%**	**54**	**1,331**	**6.6%**	**57**
Green Acres (6A)	648	6.3%	192	1,331	6.6%	195
Salt of the Earth (6B)	0	0.0%	0	0	0.0%	0
The Great Outdoors (6C)	0	0.0%	0	0	0.0%	0
Prairie Living (6D)	0	0.0%	0	0	0.0%	0
Rural Resort Dwellers (6E)	0	0.0%	0	0	0.0%	0
Heartland Communities (6F)	0	0.0%	0	0	0.0%	0
7. Sprouting Explorers	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
Up and Coming Families (7A)	0	0.0%	0	0	0.0%	0
Urban Villages (7B)	0	0.0%	0	0	0.0%	0
Urban Edge Families (7C)	0	0.0%	0	0	0.0%	0
Forging Opportunity (7D)	0	0.0%	0	0	0.0%	0
Farm to Table (7E)	0	0.0%	0	0	0.0%	0
Southwestern Families (7F)	0	0.0%	0	0	0.0%	0

Data Note: This report identifies neighborhood segments in the area, and describes the socioeconomic quality of the immediate neighborhood. The index is a comparison of the percent of households or Total Population 18+ in the area, by Tapestry segment, to the percent of households or Total Population 18+ in the United States, by segment. An index of 100 is the US average.
Source: Esri

December 31, 2024

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Tapestry Segmentation Area Profile

De Pere City, WI 3
De Pere City, WI (5519775)
Geography: Place

Prepared by SmithGroup

Tapestry LifeMode Groups	2024 Households			2024 Adult Population		
	Number	Percent	Index	Number	Percent	Index
Total:	10,241	100.0%		20,267	100.0%	
8. Middle Ground	**3,269**	**31.9%**	**295**	**5,710**	**28.2%**	**278**
City Lights (8A)	0	0.0%	0	0	0.0%	0
Emerald City (8B)	0	0.0%	0	0	0.0%	0
Bright Young Professionals (8C)	2,205	21.5%	928	4,037	19.9%	936
Downtown Melting Pot (8D)	0	0.0%	0	0	0.0%	0
Front Porches (8E)	0	0.0%	0	0	0.0%	0
Old and Newcomers (8F)	1,064	10.4%	456	1,673	8.3%	416
Hometown Heritage (8G)	0	0.0%	0	0	0.0%	0
9. Senior Styles	**534**	**5.2%**	**90**	**930**	**4.6%**	**90**
Silver & Gold (9A)	0	0.0%	0	0	0.0%	0
Golden Years (9B)	0	0.0%	0	0	0.0%	0
The Elders (9C)	0	0.0%	0	0	0.0%	0
Senior Escapes (9D)	0	0.0%	0	0	0.0%	0
Retirement Communities (9E)	534	5.2%	440	930	4.6%	444
Social Security Set (9F)	0	0.0%	0	0	0.0%	0
10. Rustic Outposts	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
Southern Satellites (10A)	0	0.0%	0	0	0.0%	0
Rooted Rural (10B)	0	0.0%	0	0	0.0%	0
Economic BedRock (10C)	0	0.0%	0	0	0.0%	0
Down the Road (10D)	0	0.0%	0	0	0.0%	0
Rural Bypasses (10E)	0	0.0%	0	0	0.0%	0
11. Midtown Singles	**511**	**5.0%**	**80**	**889**	**4.4%**	**79**
City Strivers (11A)	0	0.0%	0	0	0.0%	0
Young and Restless (11B)	0	0.0%	0	0	0.0%	0
Metro Fusion (11C)	0	0.0%	0	0	0.0%	0
Set to Impress (11D)	511	5.0%	361	889	4.4%	372
City Commons (11E)	0	0.0%	0	0	0.0%	0
12. Hometown	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
Family Foundations (12A)	0	0.0%	0	0	0.0%	0
Traditional Living (12B)	0	0.0%	0	0	0.0%	0
Small Town Sincerity (12C)	0	0.0%	0	0	0.0%	0
Modest Income Homes (12D)	0	0.0%	0	0	0.0%	0
13. Next Wave	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
Diverse Convergence (13A)	0	0.0%	0	0	0.0%	0
Family Extensions (13B)	0	0.0%	0	0	0.0%	0
NeWest Residents (13C)	0	0.0%	0	0	0.0%	0
Fresh Ambitions (13D)	0	0.0%	0	0	0.0%	0
High Rise Renters (13E)	0	0.0%	0	0	0.0%	0
14. Scholars and Patriots	**466**	**4.6%**	**290**	**2,301**	**11.4%**	**513**
Military Proximity (14A)	0	0.0%	0	0	0.0%	0
College Towns (14B)	466	4.6%	486	2,301	11.4%	1,156
Dorms to Diplomas (14C)	0	0.0%	0	0	0.0%	0
Unclassified (15)	0	0.0%	0	0	0.0%	0

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Tapestry Segmentation Area Profile

De Pere City, WI 3
De Pere City, WI (5519775)
Geography: Place

Prepared by SmithGroup

Tapestry Urbanization Groups	2024 Households			2024 Adult Population		
	Number	Percent	Index	Number	Percent	Index
Total:	10,241	100.0%		20,267	100.0%	
1. Principal Urban Center	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
Laptops and Lattes (3A)	0	0.0%	0	0	0.0%	0
Metro Renters (3B)	0	0.0%	0	0	0.0%	0
Trendsetters (3C)	0	0.0%	0	0	0.0%	0
Downtown Melting Pot (8D)	0	0.0%	0	0	0.0%	0
City Strivers (11A)	0	0.0%	0	0	0.0%	0
NeWest Residents (13C)	0	0.0%	0	0	0.0%	0
Fresh Ambitions (13D)	0	0.0%	0	0	0.0%	0
High Rise Renters (13E)	0	0.0%	0	0	0.0%	0
2. Urban Periphery	**2,205**	**21.5%**	**130**	**4,037**	**19.9%**	**114**
Pacific Heights (2C)	0	0.0%	0	0	0.0%	0
Rustbelt Traditions (5D)	0	0.0%	0	0	0.0%	0
Urban Villages (7B)	0	0.0%	0	0	0.0%	0
Urban Edge Families (7C)	0	0.0%	0	0	0.0%	0
Forging Opportunity (7D)	0	0.0%	0	0	0.0%	0
Southwestern Families (7F)	0	0.0%	0	0	0.0%	0
City Lights (8A)	0	0.0%	0	0	0.0%	0
Bright Young Professionals (8C)	2,205	21.5%	928	4,037	19.9%	936
Metro Fusion (11C)	0	0.0%	0	0	0.0%	0
Family Foundations (12A)	0	0.0%	0	0	0.0%	0
Modest Income Homes (12D)	0	0.0%	0	0	0.0%	0
Diverse Convergence (13A)	0	0.0%	0	0	0.0%	0
Family Extensions (13B)	0	0.0%	0	0	0.0%	0
3. Metro Cities	**4,004**	**39.1%**	**217**	**8,476**	**41.8%**	**251**
In Style (5B)	1,429	14.0%	626	2,683	13.2%	635
Emerald City (8B)	0	0.0%	0	0	0.0%	0
Front Porches (8E)	0	0.0%	0	0	0.0%	0
Old and Newcomers (8F)	1,064	10.4%	456	1,673	8.3%	416
Hometown Heritage (8G)	0	0.0%	0	0	0.0%	0
Retirement Communities (9E)	534	5.2%	440	930	4.6%	444
Social Security Set (9F)	0	0.0%	0	0	0.0%	0
Young and Restless (11B)	0	0.0%	0	0	0.0%	0
Set to Impress (11D)	511	5.0%	361	889	4.4%	372
City Commons (11E)	0	0.0%	0	0	0.0%	0
Traditional Living (12B)	0	0.0%	0	0	0.0%	0
College Towns (14B)	466	4.6%	486	2,301	11.4%	1,156
Dorms to Diplomas (14C)	0	0.0%	0	0	0.0%	0

Data Note: This report identifies neighborhood segments in the area, and describes the socioeconomic quality of the immediate neighborhood. The index is a comparison of the percent of households or Total Population 18+ in the area, by Tapestry segment, to the percent of households or Total Population 18+ in the United States, by segment. An index of 100 is the US average.
Source: Esri

December 31, 2024

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Tapestry Segmentation Area Profile

De Pere City, WI 3
De Pere City, WI (5519775)
Geography: Place

Prepared by SmithGroup

Tapestry Urbanization Groups	2024 Households			2024 Adult Population		
	Number	Percent	Index	Number	Percent	Index
Total:	10,241	100.0%		20,267	100.0%	
4. Suburban Periphery	**878**	**8.6%**	**26**	**1,725**	**8.5%**	**25**
Top Tier (1A)	0	0.0%	0	0	0.0%	0
Professional Pride (1B)	0	0.0%	0	0	0.0%	0
Boomburbs (1C)	0	0.0%	0	0	0.0%	0
Savvy Suburbanites (1D)	0	0.0%	0	0	0.0%	0
Exurbanites (1E)	0	0.0%	0	0	0.0%	0
Urban Chic (2A)	0	0.0%	0	0	0.0%	0
Pleasantville (2B)	0	0.0%	0	0	0.0%	0
Enterprising Professionals (2D)	0	0.0%	0	0	0.0%	0
Workday Drive (4A)	421	4.1%	133	802	4.0%	119
Home Improvement (4B)	0	0.0%	0	0	0.0%	0
Comfortable Empty Nesters (5A)	457	4.5%	185	923	4.6%	190
Parks and Rec (5C)	0	0.0%	0	0	0.0%	0
Midlife Constants (5E)	0	0.0%	0	0	0.0%	0
Up and Coming Families (7A)	0	0.0%	0	0	0.0%	0
Silver & Gold (9A)	0	0.0%	0	0	0.0%	0
Golden Years (9B)	0	0.0%	0	0	0.0%	0
The Elders (9C)	0	0.0%	0	0	0.0%	0
Military Proximity (14A)	0	0.0%	0	0	0.0%	0
5. Semirural	**2,506**	**24.5%**	**260**	**4,698**	**23.2%**	**255**
Middleburg (4C)	2,506	24.5%	781	4,698	23.2%	739
Heartland Communities (6F)	0	0.0%	0	0	0.0%	0
Farm to Table (7E)	0	0.0%	0	0	0.0%	0
Senior Escapes (9D)	0	0.0%	0	0	0.0%	0
Down the Road (10D)	0	0.0%	0	0	0.0%	0
Small Town Sincerity (12C)	0	0.0%	0	0	0.0%	0
6. Rural	**648**	**6.3%**	**39**	**1,331**	**6.6%**	**41**
Green Acres (6A)	648	6.3%	192	1,331	6.6%	195
Salt of the Earth (6B)	0	0.0%	0	0	0.0%	0
The Great Outdoors (6C)	0	0.0%	0	0	0.0%	0
Prairie Living (6D)	0	0.0%	0	0	0.0%	0
Rural Resort Dwellers (6E)	0	0.0%	0	0	0.0%	0
Southern Satellites (10A)	0	0.0%	0	0	0.0%	0
Rooted Rural (10B)	0	0.0%	0	0	0.0%	0
Economic BedRock (10C)	0	0.0%	0	0	0.0%	0
Rural Bypasses (10E)	0	0.0%	0	0	0.0%	0
Unclassified (15)	0	0.0%	0	0	0.0%	0

Data Note: This report identifies neighborhood segments in the area, and describes the socioeconomic quality of the immediate neighborhood. The index is a comparison of the percent of households or Total Population 18+ in the area, by Tapestry segment, to the percent of households or Total Population 18+ in the United States, by segment. An index of 100 is the US average.
Source: Esri

December 31, 2024

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Demographic and Income Profile

De Pere City, WI 3
De Pere City, WI (5519775)
Geography: Place

Prepared by SmithGroup

Summary	Census 2010	Census 2020	2024	2029
Population	23,841	25,410	25,634	25,788
Households	9,275	9,972	10,241	10,463
Families	5,882	6,273	6,335	6,465
Average Household Size	2.39	2.37	2.34	2.31
Owner Occupied Housing Units	5,956	6,300	6,619	6,952
Renter Occupied Housing Units	3,319	3,672	3,622	3,511
Median Age	33.8	35.8	37.1	38.1

Trends: 2024-2029 Annual Rate	Area	State	National
Population	0.12%	0.13%	0.38%
Households	0.43%	0.45%	0.64%
Families	0.41%	0.33%	0.56%
Owner HHs	0.99%	0.69%	0.97%
Median Household Income	2.54%	2.58%	2.95%

	2024		2029	
Households by Income	Number	Percent	Number	Percent
<$15,000	641	6.3%	549	5.2%
$15,000 - $24,999	486	4.7%	378	3.6%
$25,000 - $34,999	685	6.7%	514	4.9%
$35,000 - $49,999	976	9.5%	856	8.2%
$50,000 - $74,999	1,870	18.3%	1,782	17.0%
$75,000 - $99,999	1,701	16.6%	1,632	15.6%
$100,000 - $149,999	2,387	23.3%	2,716	26.0%
$150,000 - $199,999	762	7.4%	1,075	10.3%
$200,000+	733	7.2%	961	9.2%
Median Household Income	$80,314		$91,058	
Average Household Income	$99,019		$114,842	
Per Capita Income	$39,718		$46,753	

	Census 2010		Census 2020		2024		2029	
Population by Age	Number	Percent	Number	Percent	Number	Percent	Number	Percent
0 - 4	1,522	6.4%	1,392	5.5%	1,368	5.3%	1,346	5.2%
5 - 9	1,572	6.6%	1,578	6.2%	1,495	5.8%	1,388	5.4%
10 - 14	1,617	6.8%	1,699	6.7%	1,559	6.1%	1,491	5.8%
15 - 19	2,033	8.5%	2,088	8.2%	2,071	8.1%	1,976	7.7%
20 - 24	2,280	9.6%	2,345	9.2%	2,422	9.4%	2,431	9.4%
25 - 34	3,281	13.8%	3,350	13.2%	3,193	12.5%	3,219	12.5%
35 - 44	3,038	12.7%	3,241	12.8%	3,384	13.2%	3,407	13.2%
45 - 54	3,362	14.1%	2,820	11.1%	2,856	11.1%	2,993	11.6%
55 - 64	2,354	9.9%	3,031	11.9%	2,927	11.4%	2,629	10.2%
65 - 74	1,270	5.3%	2,206	8.7%	2,462	9.6%	2,652	10.3%
75 - 84	962	4.0%	1,133	4.5%	1,350	5.3%	1,643	6.4%
85+	550	2.3%	527	2.1%	547	2.1%	613	2.4%

	Census 2010		Census 2020		2024		2029	
Race and Ethnicity	Number	Percent	Number	Percent	Number	Percent	Number	Percent
White Alone	22,405	94.0%	22,343	87.9%	22,364	87.2%	22,222	86.2%
Black Alone	213	0.9%	471	1.9%	528	2.1%	558	2.2%
American Indian Alone	282	1.2%	334	1.3%	334	1.3%	339	1.3%
Asian Alone	350	1.5%	545	2.1%	584	2.3%	651	2.5%
Pacific Islander Alone	6	0.0%	31	0.1%	30	0.1%	34	0.1%
Some Other Race Alone	159	0.7%	357	1.4%	391	1.5%	443	1.7%
Two or More Races	426	1.8%	1,329	5.2%	1,403	5.5%	1,541	6.0%
Hispanic Origin (Any Race)	514	2.2%	1,067	4.2%	1,173	4.6%	1,312	5.1%

Data Note: Income is expressed in current dollars.

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2020 decennial Census in 2020 geographies.

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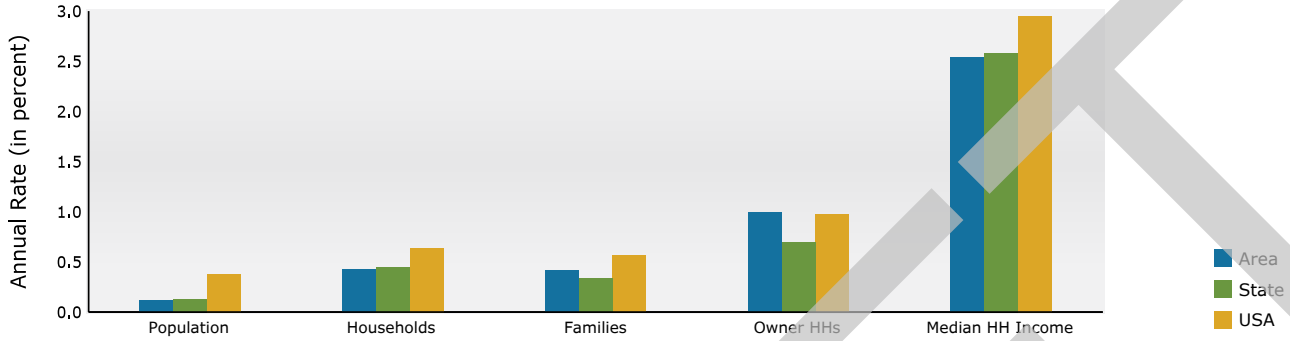
Demographic and Income Profile

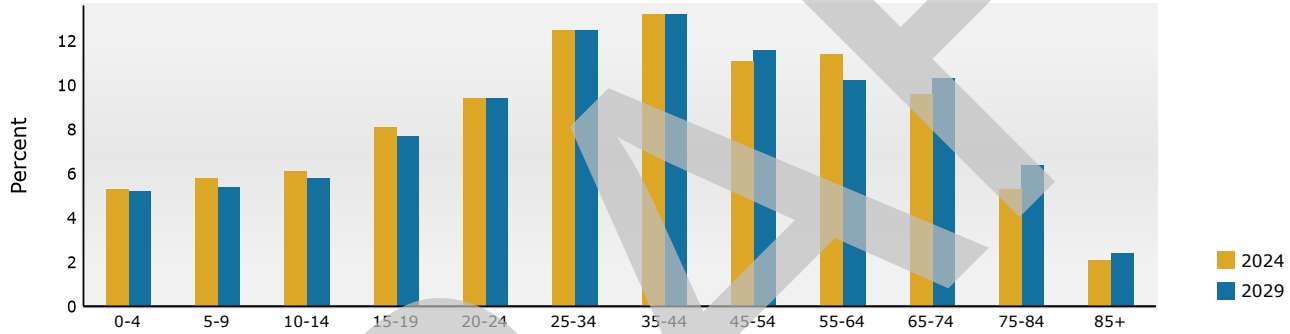
De Pere City, WI 3
De Pere City, WI (5519775)
Geography: Place

Prepared by SmithGroup

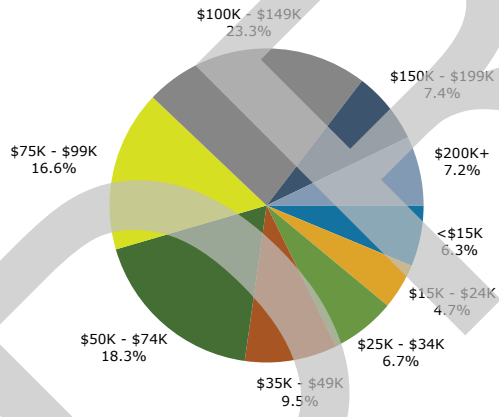
Trends 2024-2029



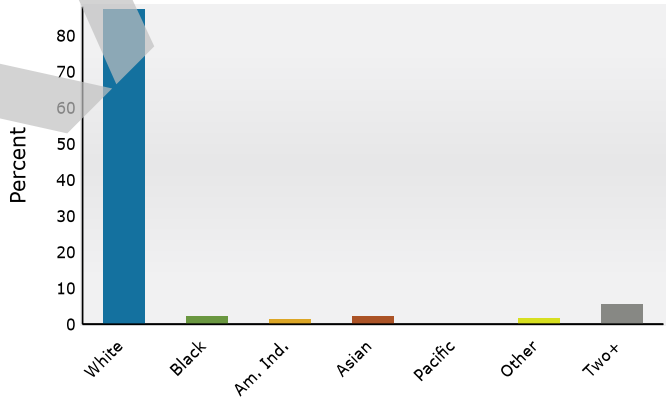
Population by Age



2024 Household Income



2024 Population by Race



2024 Percent Hispanic Origin:4.6%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2020 decennial Census in 2020 geographies.

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Housing Profile

De Pere City, WI 3
De Pere City, WI (5519775)
Geography: Place

Prepared by SmithGroup

Population		Households	
2020 Total Population	25,410	2024 Median Household Income	$80,314
2024 Total Population	25,634	2029 Median Household Income	$91,058
2029 Total Population	25,788	2024-2029 Annual Rate	2.54%
2024-2029 Annual Rate	0.12%		

	Census 2020		2024		2029	
Housing Units by Occupancy Status and Tenure	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Total Housing Units	10,305	100.0%	10,566	100.0%	10,778	100.0%
Occupied	9,972	96.8%	10,241	96.9%	10,463	97.1%
Owner	6,300	61.1%	6,619	62.6%	6,952	64.5%
Renter	3,672	35.6%	3,622	34.3%	3,511	32.6%
Vacant	333	3.2%	325	3.1%	315	2.9%

	2024		2029	
Owner Occupied Housing Units by Value	**Number**	**Percent**	**Number**	**Percent**
Total	6,619	100.0%	6,952	100.0%
<$50,000	184	2.8%	58	0.8%
$50,000-$99,999	24	0.4%	7	0.1%
$100,000-$149,999	248	3.7%	63	0.9%
$150,000-$199,999	916	13.8%	478	6.9%
$200,000-$249,999	1,180	17.8%	923	13.3%
$250,000-$299,999	1,207	18.2%	1,029	14.8%
$300,000-$399,999	1,498	22.6%	1,956	28.1%
$400,000-$499,999	896	13.5%	1,487	21.4%
$500,000-$749,999	281	4.2%	685	9.9%
$750,000-$999,999	73	1.1%	123	1.8%
$1,000,000-$1,499,999	78	1.2%	77	1.1%
$1,500,000-$1,999,999	10	0.2%	7	0.1%
$2,000,000+	24	0.4%	59	0.8%
Median Value	$281,379		$346,933	
Average Value	$321,971		$390,521	

Census 2020 Housing Units	**Number**	**Percent**
Total	10,305	100.0%
Housing Units In Urbanized Areas	10,282	99.8%
Rural Housing Units	23	0.2%

Census 2020 Owner Occupied Housing Units by Mortgage Status	**Number**	**Percent**
Total	6,300	100.0%
Owned with a Mortgage/Loan	4,548	72.2%
Owned Free and Clear	1,752	27.8%

Data Note: Persons of Hispanic Origin may be of any race.
Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2020 decennial Census data.

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Housing Profile

De Pere City, WI 3
De Pere City, WI (5519775)
Geography: Place

Prepared by SmithGroup

Census 2020 Vacant Housing Units by Status	Number	Percent
Total	333	100.0%
For Rent	129	38.7%
Rented- Not Occupied	22	6.6%
For Sale Only	44	13.2%
Sold - Not Occupied	14	4.2%
Seasonal/Recreational/Occasional Use	62	18.6%
For Migrant Workers	0	0.0%
Other Vacant	62	18.6%

Census 2020 Occupied Housing Units by Age of Householder and Home Ownership		Owner Occupied Units	
	Occupied Units	Number	% of Occupied
Total	9,972	6,300	63.2%
15-24	362	45	12.4%
25-34	1,711	817	47.7%
35-44	1,872	1,200	64.1%
45-54	1,710	1,214	71.0%
55-59	932	699	75.0%
60-64	855	654	76.5%
65-74	1,357	1,004	74.0%
75-84	793	480	60.5%
85+	380	187	49.2%

Census 2020 Occupied Housing Units by Race/Ethnicity of Householder and Home Ownership		Owner Occupied Units	
	Occupied Units	Number	% of Occupied
Total	9,972	6,300	63.2%
White Alone	9,206	6,007	65.3%
Black/African American Alone	107	15	14.0%
American Indian/Alaska Native	108	50	46.3%
Asian Alone	132	62	47.0%
Pacific Islander Alone	2	2	100.0%
Other Race Alone	91	20	22.0%
Two or More Races	326	144	44.2%
Hispanic Origin	205	57	27.8%

Census 2020 Occupied Housing Units by Size and Home Ownership		Owner Occupied Units	
	Occupied Units	Number	% of Occupied
Total	9,972	6,300	63.2%
1-Person	2,993	1,268	42.4%
2-Person	3,515	2,446	69.6%
3-Person	1,459	1,007	69.0%
4-Person	1,278	1,037	81.1%
5-Person	517	395	76.4%
6-Person	146	108	74.0%
7+ Person	64	39	60.9%

2024 Housing Affordability	
Housing Affordability Index	104
Percent of Income for Mortgage	21.9%

Data Note: Persons of Hispanic Origin may be of any race.
Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2020 decennial Census data.

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Household Income Profile

De Pere City, WI 3
De Pere City, WI (5519775)
Geography: Place

Prepared by SmithGroup

Summary	2024	2029	2024-2029 Change	2024-2029 Annual Rate
Population	25,634	25,788	154	0.12%
Households	10,241	10,463	222	0.43%
Median Age	37.1	38.1	1.0	0.53%
Average Household Size	2.34	2.31	-0.03	-0.26%

	2024		2029	
Income Inequality Measures	**Number**	**Percent**	**Number**	**Percent**
Household	10,241	100%	10,463	100%
<$15,000	641	6.3%	549	5.2%
$15,000-$24,999	486	4.7%	378	3.6%
$25,000-$34,999	685	6.7%	514	4.9%
$35,000-$49,999	976	9.5%	856	8.2%
$50,000-$74,999	1,870	18.3%	1,782	17.0%
$75,000-$99,999	1,701	16.6%	1,632	15.6%
$100,000-$149,999	2,387	23.3%	2,716	26.0%
$150,000-$199,999	762	7.4%	1,075	10.3%
$200,000+	733	7.2%	961	9.2%
Median Household Income	$80,314		$91,058	
Average Household Income	$99,019		$114,842	
Per Capita Income	$39,718		$46,753	

	2024		2029	
Households by Income	**Number**	**Percent**	**Number**	**Percent**
P90-P10 Ratio	7.8		7.2	
P90-P50 Ratio	2.2		2.1	
P50-P10 Ratio	3.6		3.4	
80-20 Share Ratio	9.3		9.4	
90-40 Share Ratio	2.1		2.2	
Households in Low Income Tier	1,579	15.4%	1,271	12.1%
Households in Middle Income	6,966	68.0%	6,919	66.1%
Households in Upper Income Tier	1,696	16.6%	2,273	21.7%

Data Note: 2024 household income represents an estimate of annual income as of July 1, 2024 and 2029 household income represents an estimate of annual income as of July 1, 2029.
Source: Esri forecasts for 2024 and 2029.

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Household Income Profile

De Pere City, WI 3
De Pere City, WI (5519775)
Geography: Place

Prepared by SmithGroup

2024 Households by Income and Age of Householder							
	<25	**25-34**	**35-44**	**45-54**	**55-64**	**65-74**	**75+**
HH Income Base	395	1,631	1,963	1,720	1,714	1,511	1,307
<$15,000	42	68	68	76	88	112	187
$15,000-$24,999	24	58	42	44	84	108	126
$25,000-$34,999	51	111	58	60	89	113	203
$35,000-$49,999	71	179	126	99	130	171	200
$50,000-$74,999	101	297	302	258	296	324	292
$75,000-$99,999	60	325	391	273	291	253	108
$100,000-$149,999	36	358	646	527	451	262	107
$150,000-$199,999	7	130	164	188	147	86	40
$200,000+	3	105	166	195	138	82	44
Median HH Income	$51,444	$81,079	$99,521	$102,683	$87,684	$67,500	$44,213
Average HH Income	$61,008	$98,756	$114,785	$120,856	$105,771	$87,577	$62,787
Percent Distribution							
	<25	**25-34**	**35-44**	**45-54**	**55-64**	**65-74**	**75+**
HH Income Base	100%	100%	100%	100%	100%	100%	100%
<$15,000	10.6%	4.2%	3.5%	4.4%	5.1%	7.4%	14.3%
$15,000-$24,999	6.1%	3.6%	2.1%	2.6%	4.9%	7.1%	9.6%
$25,000-$34,999	12.9%	6.8%	3.0%	3.5%	5.2%	7.5%	15.5%
$35,000-$49,999	18.0%	11.0%	6.4%	5.8%	7.6%	11.3%	15.3%
$50,000-$74,999	25.6%	18.2%	15.4%	15.0%	17.3%	21.4%	22.3%
$75,000-$99,999	15.2%	19.9%	19.9%	15.9%	17.0%	16.7%	8.3%
$100,000-$149,999	9.1%	21.9%	32.9%	30.6%	26.3%	17.3%	8.2%
$150,000-$199,999	1.8%	8.0%	8.4%	10.9%	8.6%	5.7%	3.1%
$200,000+	0.8%	6.4%	8.5%	11.3%	8.1%	5.4%	3.4%

Data Note: 2024 household income represents an estimate of annual income as of July 1, 2024 and 2029 household income represents an estimate of annual income as of July 1, 2029.
Source: Esri forecasts for 2024 and 2029.

December 31, 2024

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Household Income Profile

De Pere City, WI 3
De Pere City, WI (5519775)
Geography: Place

Prepared by SmithGroup

2029 Households by Income and Age of Householder							
	<25	**25-34**	**35-44**	**45-54**	**55-64**	**65-74**	**75+**
HH Income Base	376	1,640	1,961	1,790	1,559	1,596	1,541
<$15,000	41	55	54	54	57	93	195
$15,000-$24,999	19	46	27	28	53	83	122
$25,000-$34,999	33	74	35	43	52	85	192
$35,000-$49,999	62	154	96	76	93	152	223
$50,000-$74,999	98	278	255	231	237	327	356
$75,000-$99,999	59	313	342	260	254	264	140
$100,000-$149,999	50	400	705	598	466	335	162
$150,000-$199,999	11	187	236	247	187	135	72
$200,000+	3	133	211	253	160	122	79
Median HH Income	$55,920	$90,154	$107,148	$111,112	$102,024	$79,220	$51,734
Average HH Income	$69,789	$114,352	$130,706	$140,911	$125,014	$104,556	$76,247

Percent Distribution							
	<25	**25-34**	**35-44**	**45-54**	**55-64**	**65-74**	**75+**
HH Income Base	100%	100%	100%	100%	100%	100%	100%
<$15,000	10.9%	3.4%	2.8%	3.0%	3.7%	5.8%	12.7%
$15,000-$24,999	5.1%	2.8%	1.4%	1.6%	3.4%	5.2%	7.9%
$25,000-$34,999	8.8%	4.5%	1.8%	2.4%	3.3%	5.3%	12.5%
$35,000-$49,999	16.5%	9.4%	4.9%	4.2%	6.0%	9.5%	14.5%
$50,000-$74,999	26.1%	17.0%	13.0%	12.9%	15.2%	20.5%	23.1%
$75,000-$99,999	15.7%	19.1%	17.4%	14.5%	16.3%	16.5%	9.1%
$100,000-$149,999	13.3%	24.4%	36.0%	33.4%	29.9%	21.0%	10.5%
$150,000-$199,999	2.9%	11.4%	12.0%	13.8%	12.0%	8.5%	4.7%
$200,000+	0.8%	8.1%	10.8%	14.1%	10.3%	7.6%	5.1%

Data Note: 2024 household income represents an estimate of annual income as of July 1, 2024 and 2029 household income represents an estimate of annual income as of July 1, 2029.
Source: Esri forecasts for 2024 and 2029.

December 31, 2024

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6.3 ENGAGEMENT SUMMARIES

INTERACTIVE MAPPING SURVEYS

City-Wide Specific Public Feedback

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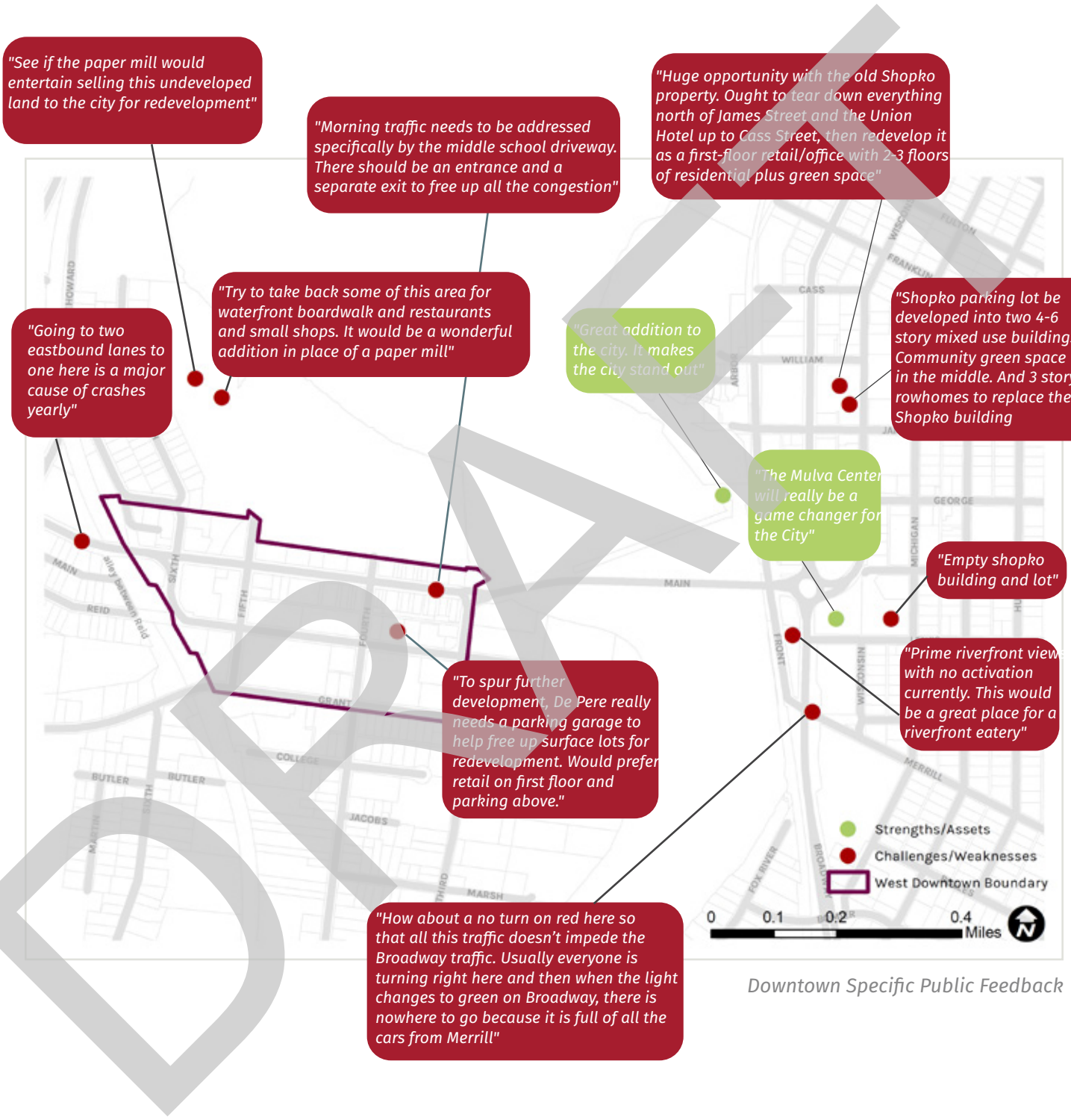

Downtown Specific Public Feedback

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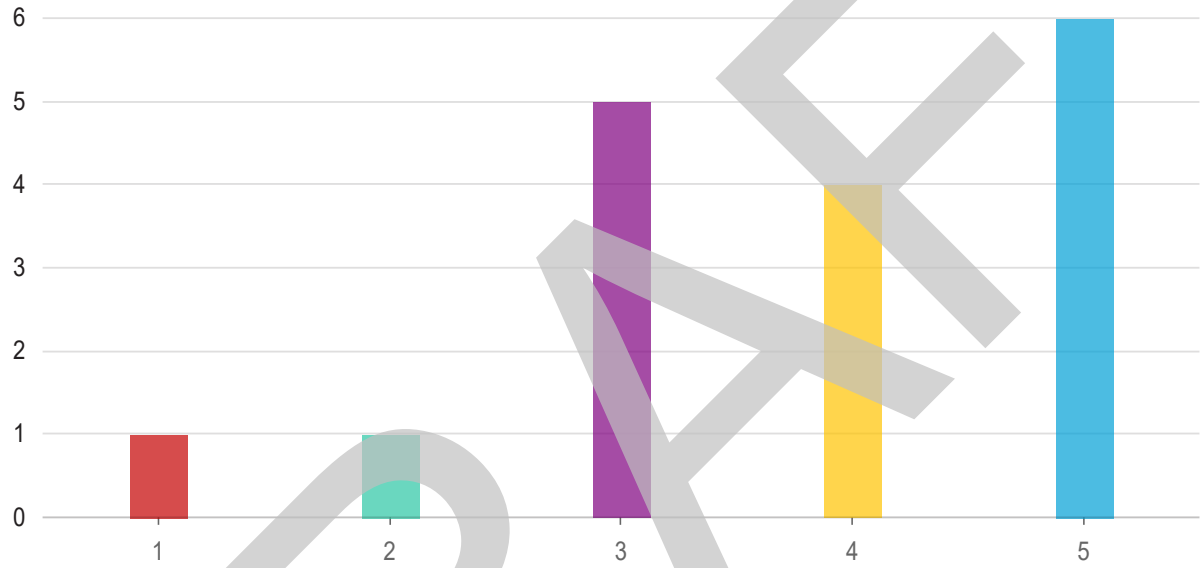
COMMUNITY SURVEY

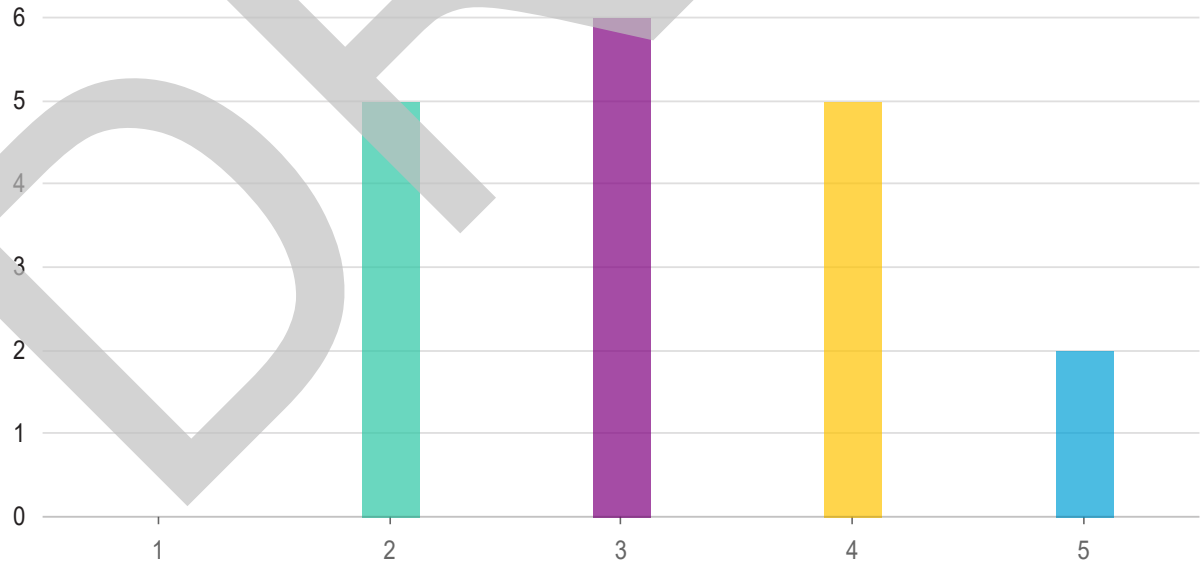
VALUES/GUIDING PRINCIPALS

How well is the City of De Pere meeting these values today? *(Scale of 1-5, 5 being very well, 1 being not well at all)*

EQUITY, INCLUSION & ACCESS



CONNECTED & ACCESSIBLE



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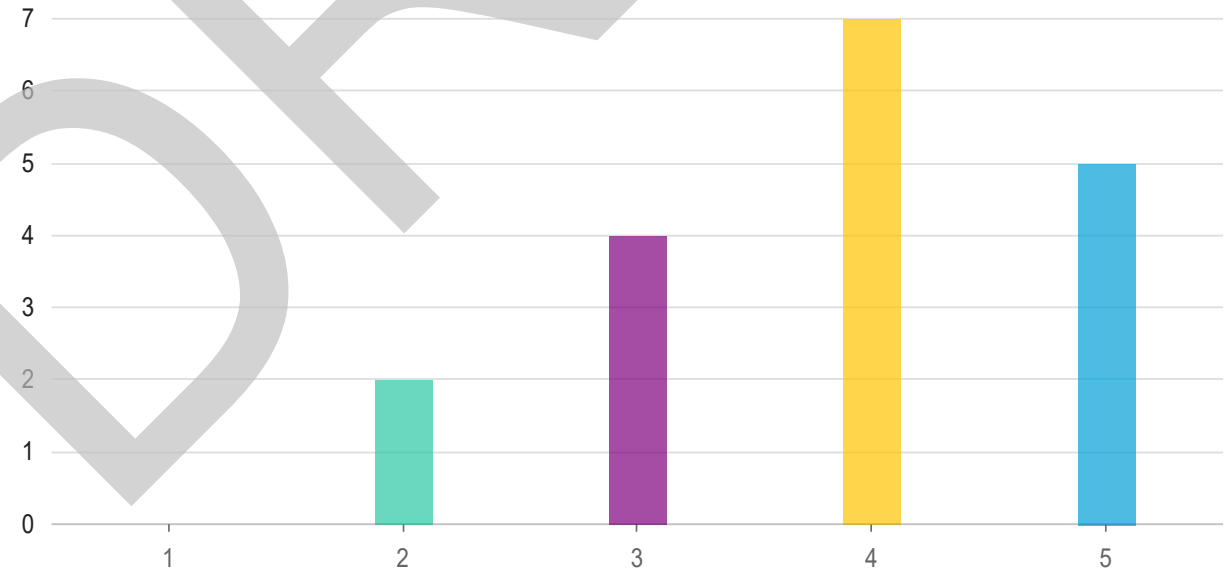
LIVABLE & VIBRANT

RESILIENT & SUSTAINABLE



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How has De Pere prioritized Equity, Inclusion & Access to Opportunity for all?

They have not. My daughter is bi racial and on autism spectrum. Businesses treat her badly. Children especially in east de Pere have picked on her. The handicapped parking is always full and they do not have a tag, sticker, or plaque in their window. It's not enforced.
not true
I don't think this is important at all. That phrase - "equity, inclusion & access to opportunity for all" - is a buzz-word for non-local political movements that are not necessary to include as an "overarching" principle in De Pere. De Pere has always welcomed everyone and always provided rich opportunities for anyone willing to be a "good neighbor" in our community. It will continue as such as long as each person takes personal responsibility for being a decent human being. Please leave big-city political garbage out of De Pere.
Have they done this at all?
Great k-12 schools - serving families well local government providing support to community and local businesses
Always was

How could De Pere do more to support Equity, Inclusion & Access to Opportunity within the city?

Public transport, affordable housing to start.
Offer classes and work shops on inclusion and diversity. My daughter is National Miss Amazing. A huge accomplishment and has offered to talk to local businesses and adults about inclusion and diversity.
n/a If each person who lives here simply chooses to work hard and be a "good neighbor," all of that will take care of itself. That's a matter of individual character, not governmental fiat.
More housing options in our downtown that is affordable to all not-for-profits could be more connected and city could help share their services
Don't need to, already there.
Do something with all the empty building space.

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How has De Pere prioritized Connectivity & Accessibility?

The creation of a BID to help fund and execute projects and priorities for a thriving downtown city's investment in outdoor connection spaces - Ally, Walsh plaza, riverwalk, park venues
Stop building dumb stuff like an out of place cultural center what a wast of money.
Not sure.
Need more pedestrian/bike paths to connect the city. Side lanes for bikers on existing roads are not safe!
I don't think they have.
Bike and pedestrian lanes are way more accessible

How could De Pere do more to support Connectivity & Accessibility within the city?

You could offer free WIFI like Appleton.
North bridge
Keep it make it more pedestrian/ bike friendly in areas where needed
Dose not
Connect neighborhoods that are off 57 but in De Pere city limits to the bike trail. Make walking and bike paths throughout the city, not just downtown. (PP, X, 57)
Build more sidewalks. On a 35 mph road it is very dangerous to bike around and walk dogs and travel to parks.
Add more pedestrian/bike paths!

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How has De Pere prioritized Livability & Vibrancy?

Have not
BID/Definitely De Pere Downtown Art RFPs for living projects

How could De Pere do more to support Livability & Vibrancy within the city?

More aggressively encourage new housing projects in our downtown - price points for all
Instead of continuing to build. Why don't we do something with the empty buildings we have already. There are so many!
Do not try to become like a big city. De Pere has a unique character as a historic, village-like community. We should maintain and support that. To that end, keep corporate entities out of the distinctly historic areas of town, encourage small business (i.e., owned by local entrepreneurs), and encourage citizens to get to know and care for one another personally.
Affordability. Better community center offerings on the east side of town. Open after school care options for early release days on the east side of town.

How has De Pere prioritized Resiliency & Sustainability?

Have not
They have a recycling program?

How could De Pere do more to support Resiliency & Sustainability within the city?

Outlaw restrictive covenants that prohibit solar panels.
Make some their out of all the empty space.
Lower taxes, especially lower taxes for businesses that create employment. Taxes cause people to have less money in there pockets and business to higher less & less workers and raise there prices on those service and products they sell to the residents.
Do something with the former ShopKo building. It's an eyesore sitting there empty. Find a tenant - maybe a church that needs a bigger space? - to begin revitalizing that area.

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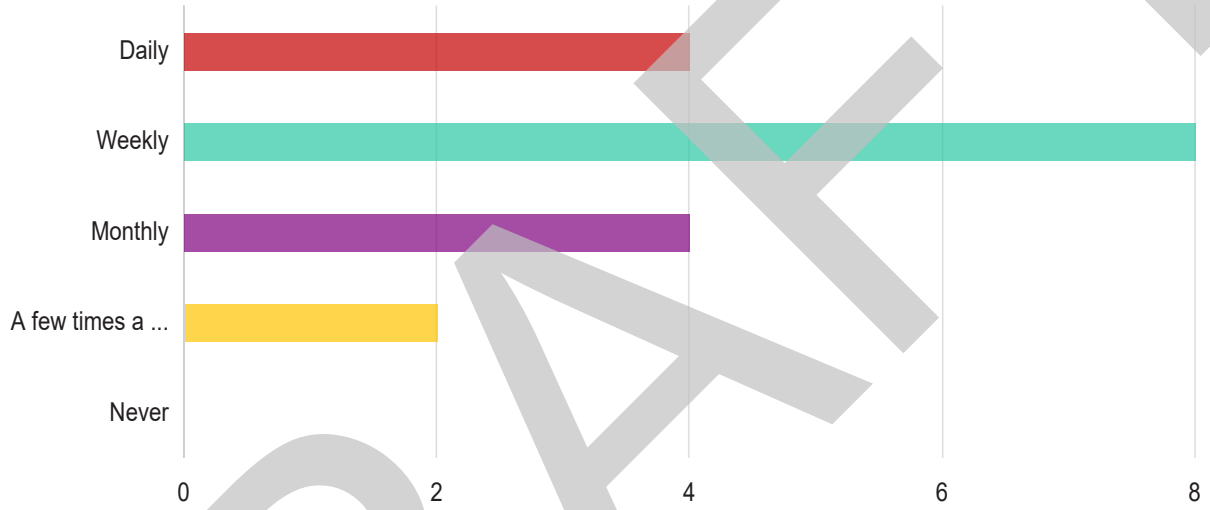
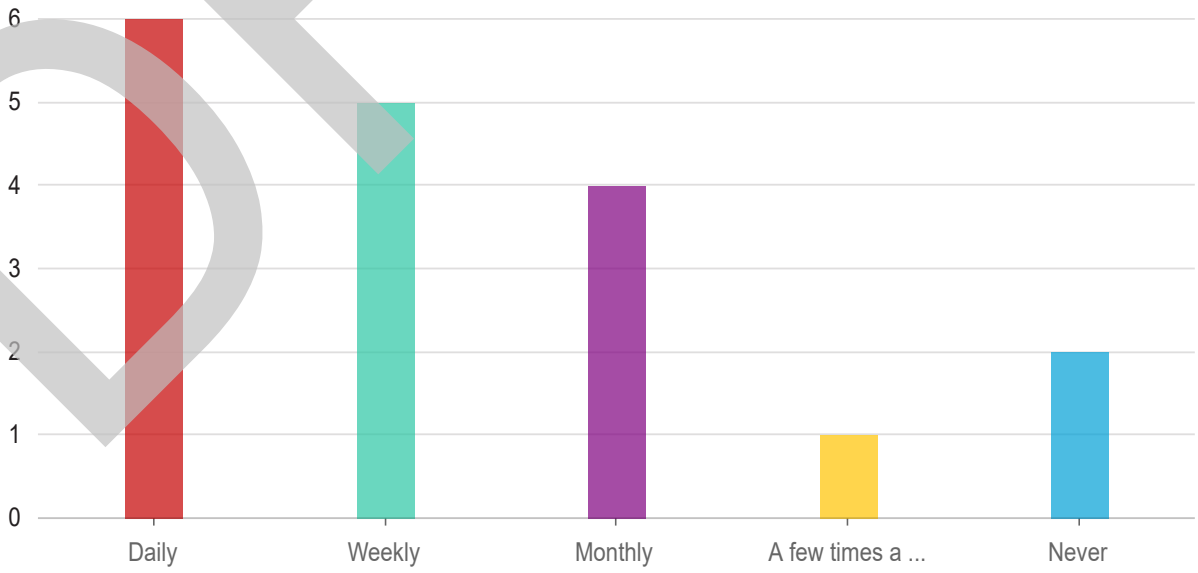
DOWNTOWN & BUSINESS

How often do you visit west downtown De Pere?



How often do you visit east Downtown De Pere?



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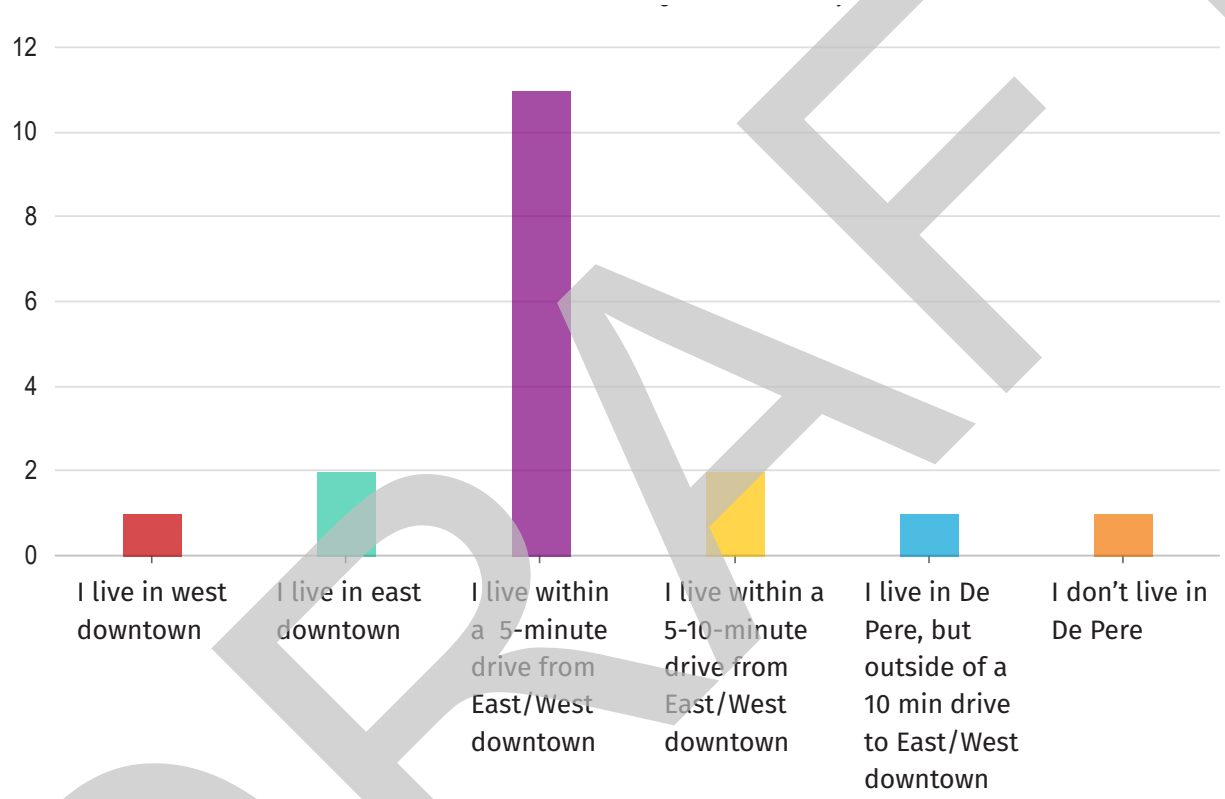
Where do you live?



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What do you like most about west downtown?

Variety of restaurants
The new art alley and Luna Cafe.
The best part of that area is the historic character of the buildings on Main and the locally-owned businesses that occupy them.
St. Norbert area.
St Norbert College Nicky's - a place to go to see friends and neighbors Luna - a quality coffee shop Recent investments in a few historic buildings Neighbor businesses looking out for each other
Small businesses
Live in the area. There is a lot of bars abd restaurants. Would like to see more family friendly businesses. And more parks. More events. could do something like Mackinac City that has concerts in a little court yard nightly for summer. Have a holiday event like port Washington with activities and parade during December. Have a Halloween fair.
Julies that is all!
I like the "main st" vibe. There are restaurants and bars all within a short walking distance. The city also does a good job of doing something every year to help beautify the area. Like putting planters up or installing those tables near the crosswalk or the art alley.
I don't like it
Historic buildings

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In a single word, how would you describe west downtown today?

Strip mall
Slow
Quaint
Potential or underutilized
Improving
Getting better
Developing
Cute with strange traffic pattern
Claustrophobic

In a single word, how would you like to describe west downtown in 20 years?

Vibrant
Thriving
Relaxing
Quaint
Falling apart like east De Pere
Developed
Bustling
?

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What do you wish you could do in west downtown that you cannot do today, or travel to other places to do?

Shop Farm to table restaurant River access Walking/biking trail
Shop
More nice places to enjoy time and maybe if I know what is in west De Pere. More advertising
More family friendly space outside college
More events. Look at things like bayfield Applefest, port Washington Christmas on the Corner event, superior Halloween fest. Mackinac City has a park court yard that has little shops and stage and 2-3 little restaurants. During the summer they have local artist who do concerts and there is a lazer show. Offer different free community classes to help become more inclusive. Classes that will make our community better. A west De Pere block party.
I would love to see a new Fox River Trail on the west side that runs from St. Norbert College to Brown County Fairgrounds / Ashwaubomay Park. This idea was floated in the 2010 De Pere Downtown Master Plan (see p. 107-108).
Eat and park at a decent normal Priced restaurant (e.g. Anduzzis). Also Wish I could ride a bike safely from St. Norbert to Festival foods.
A restaurant on the water. The whole Green Bay metro lacks this type of eatery. If De Pere lands one or two new eateries on the water they would dominate that market. DT De Pere would draw more people this way. Also, please more mixed use mid-rise buildings. Shops/casual food on the first floor to activate the street level and market rate apartments above with dedicated underground parking. It is really nice to see the Mulva Center and the Cobblestone suites building "up" though! A few more 4-8 story buildings would do wonders for how outsiders view the downtown as "on the grow". Ashwaubenon is dominating when it comes to landing 4-7 story apartment and office buildings. Green Bay's DT is not being progressive enough to land those projects so Ashwaubenon swoops in and glady takes them. De Pere could do the same and really streamline the development process and make developers salivate at the thought of building in DT De Pere.

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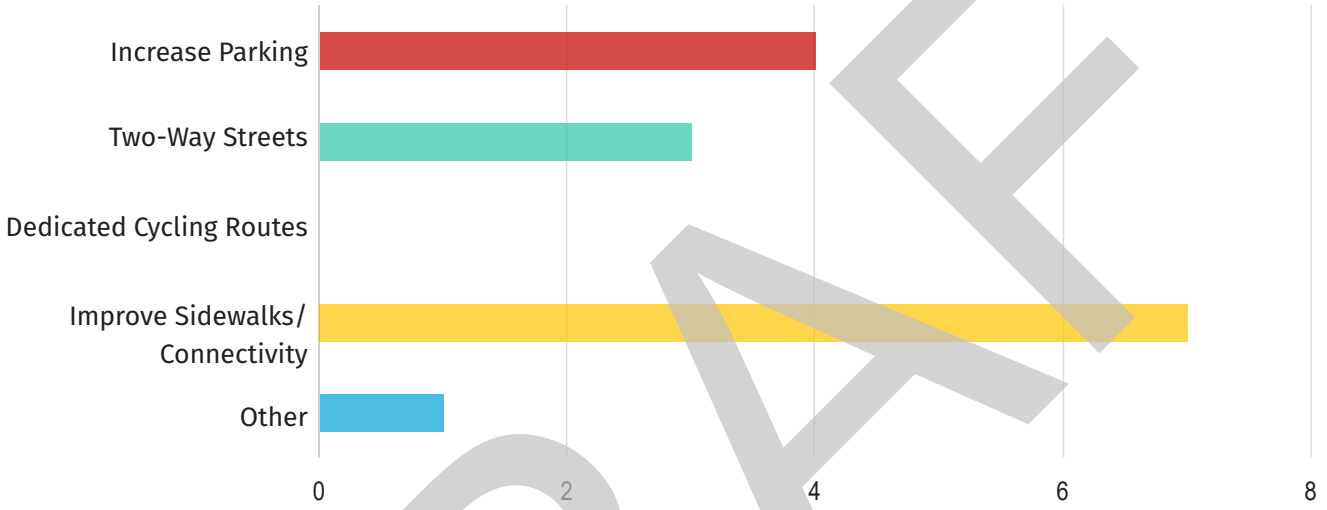
What changes would make the area more accessible?



This project would be successful if...

You would work on both sides of the river
There were different people running the city
People from the college, businesses, and residents are walking to and from work to restaurants, shops and outdoor gathering places.
Especially with the addition of the Cobblestone Suites hotel, we need to focus now on building a parking garage along with prioritizing underground parking for development projects. Parking in DT west de pere isn't as bad as the east side though. This way we can park a larger volume of cars while also getting rid of surface parking lots and free them up for more dense development.

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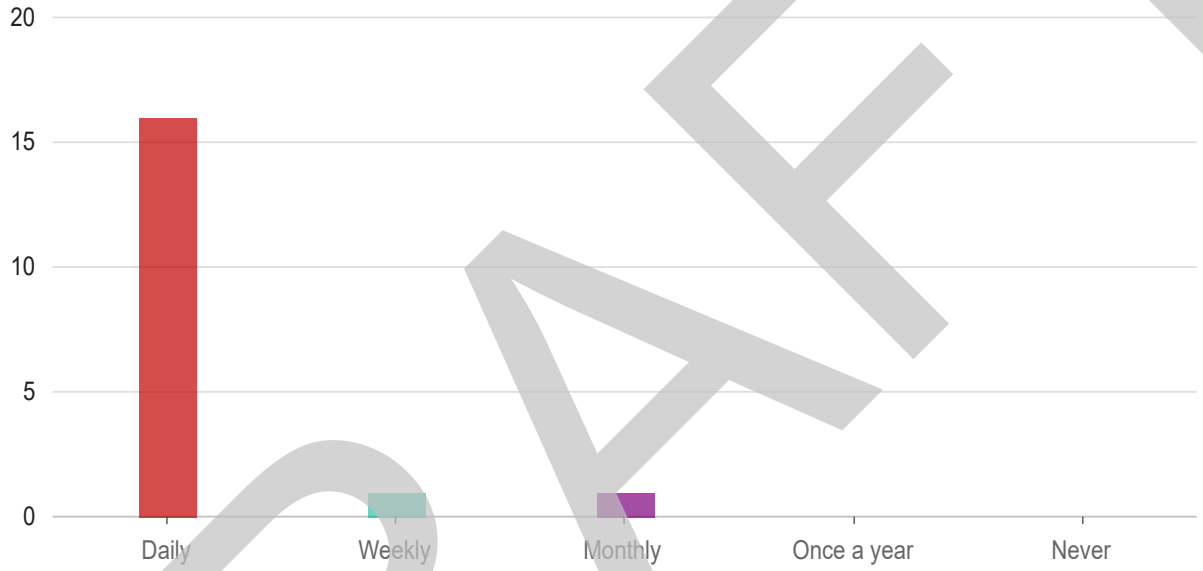
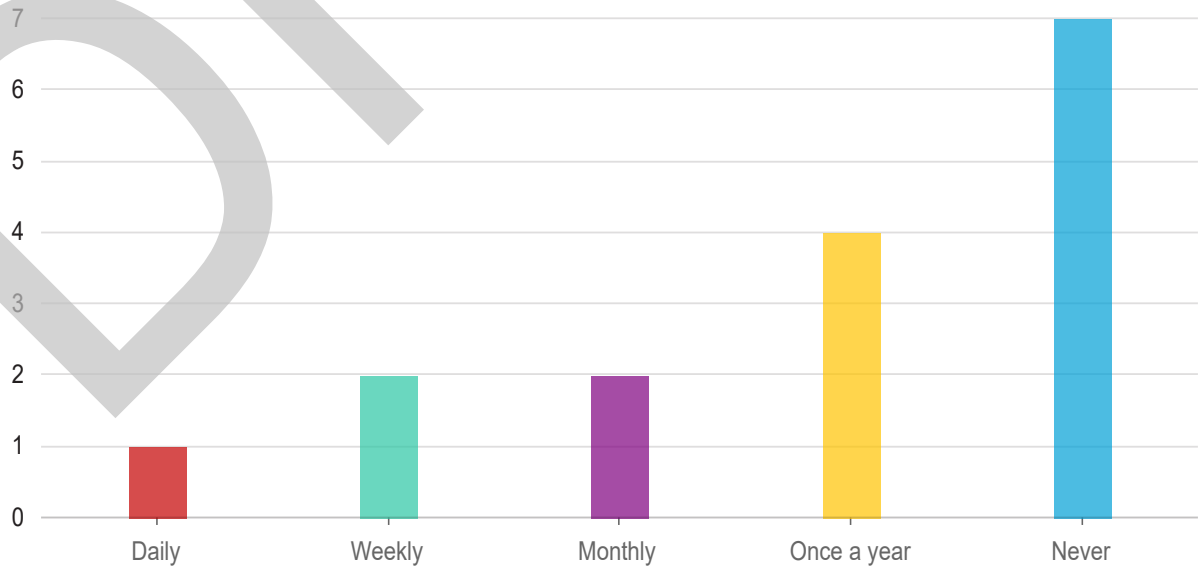
CONNECTIVITY

How often do you use the following travel choices to shop, visit the doctor, run errands, or go to other places?

DRIVE YOURSELF



HAVE OTHERS DRIVE YOU



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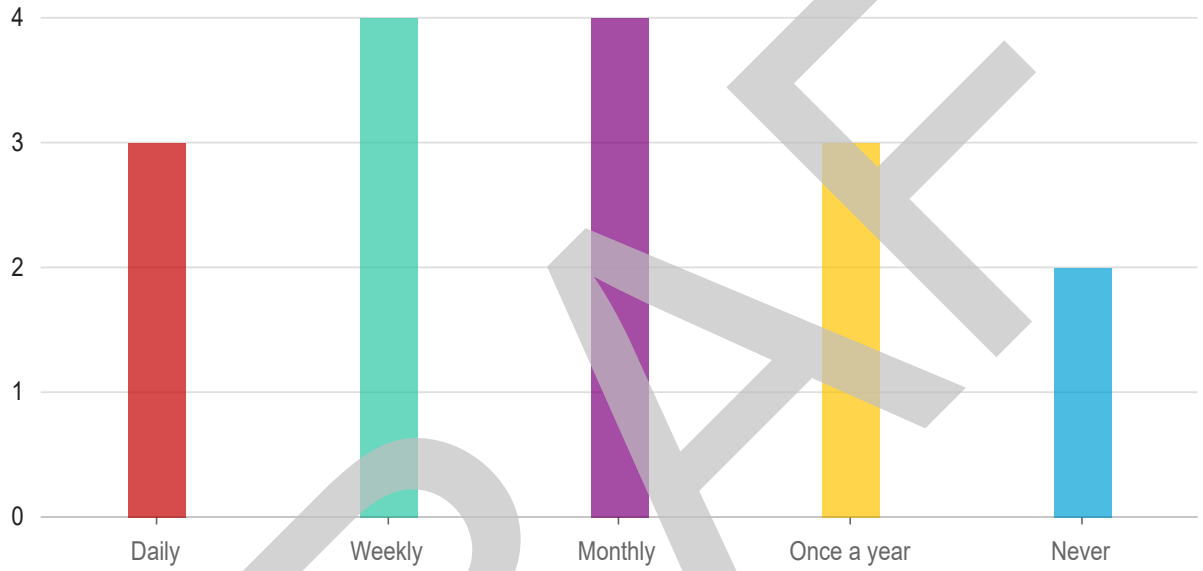
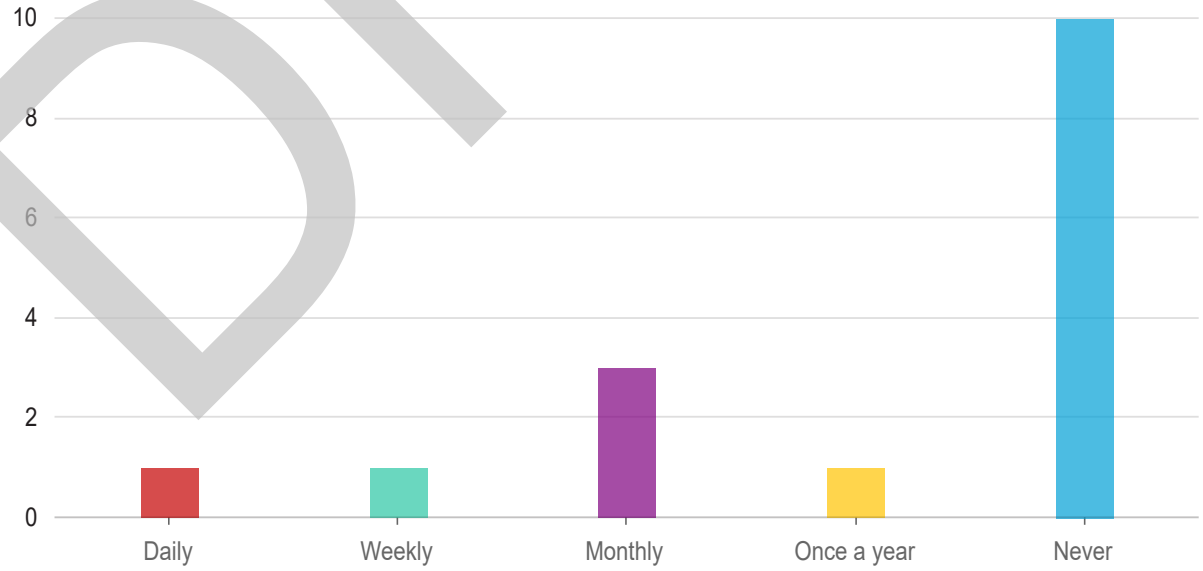
WALK



BIKE



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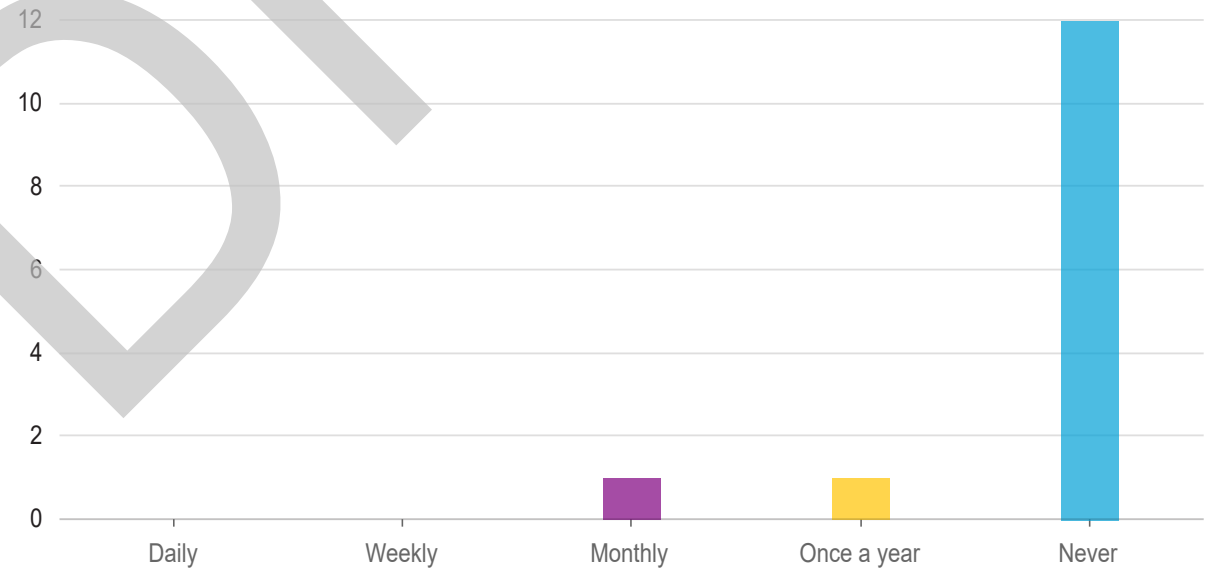
SCOOTER

PUBLIC TRANSPORTATION



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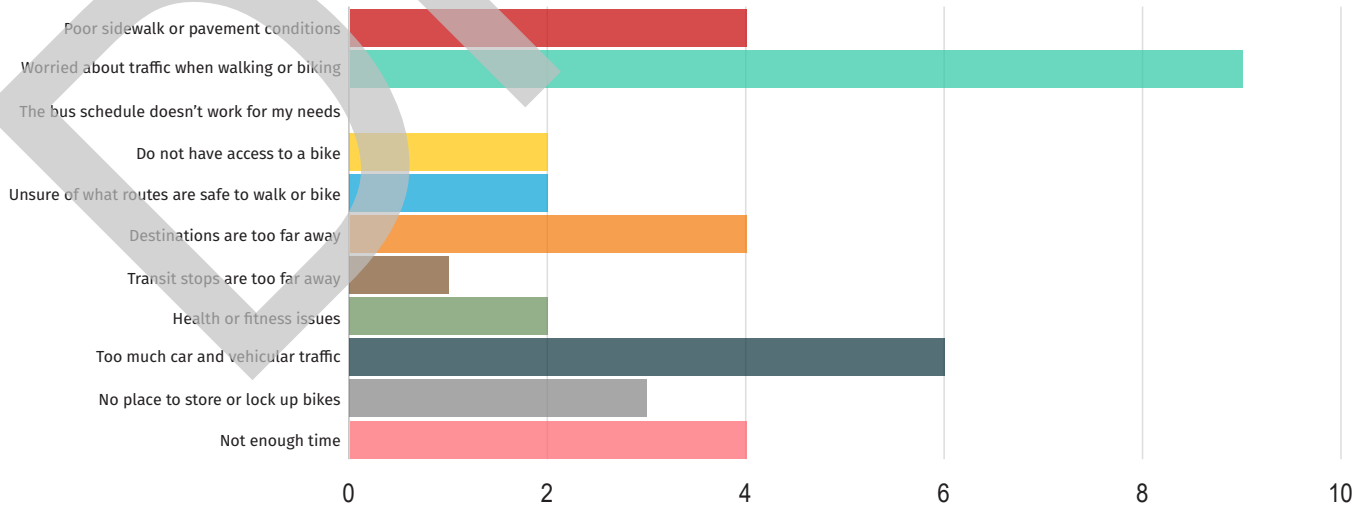
Would you like to get around by walking/biking/riding transit more often?

Why don't you walk, bike, or ride transit more often?



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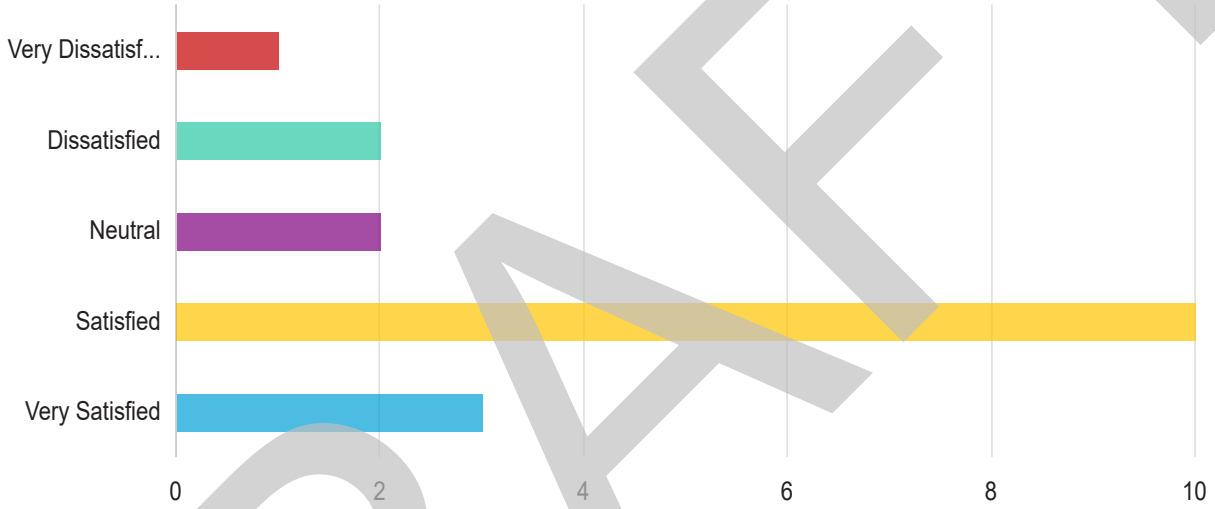
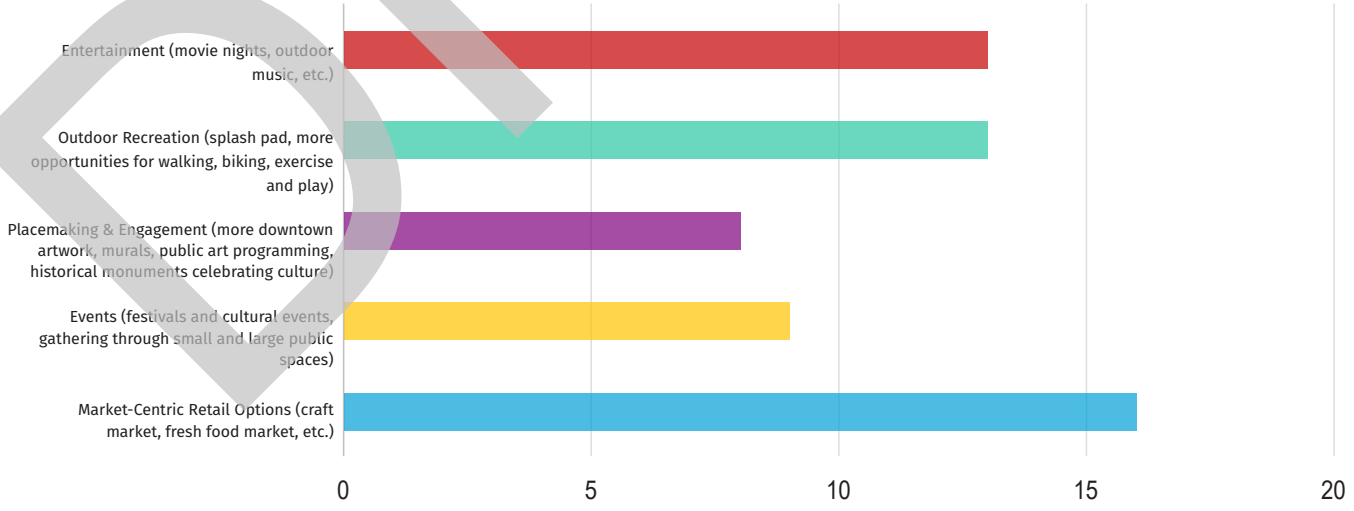
COMMUNITY BUILDING/QUALITY OF LIFE

How satisfied are you with the quality of life in the City of De Pere?



What community program would you like to see in the City of De Pere?



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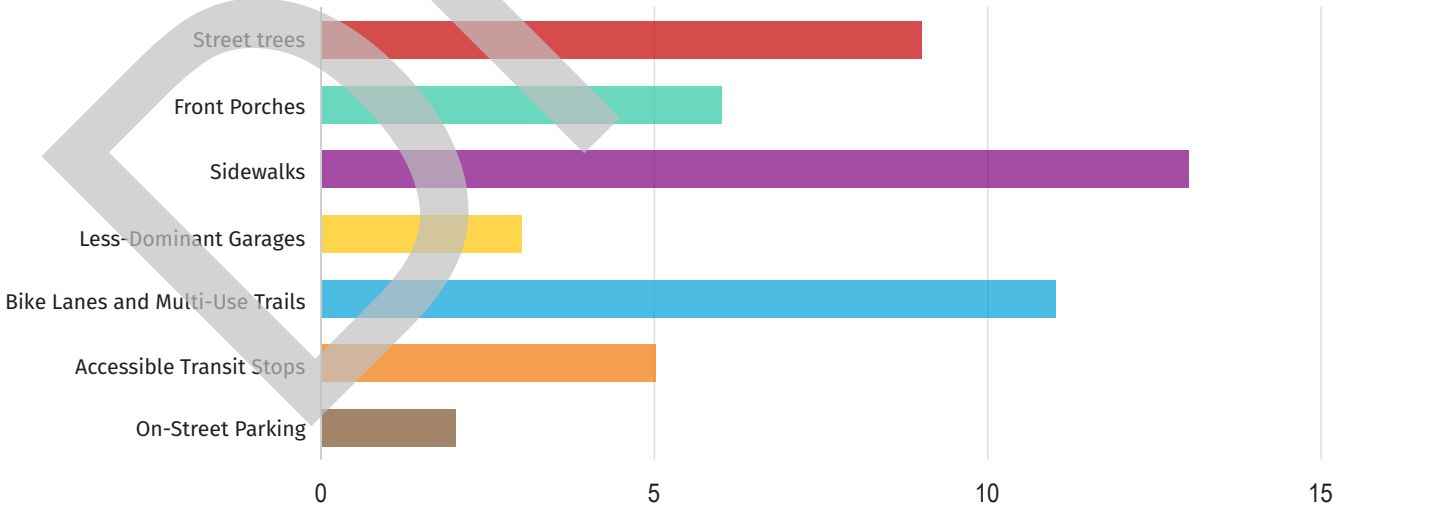
What are any newly developed neighborhoods in De Pere missing?

To many rules. To many cookie cutter houses. Not enough street lights.
Street lights, speed limit signs, city trees
Sidewalks, bike lanes, transit stops, close parks.
Sidewalks
Missing attention to older neighborhoods!
In general we are missing downtown housing opportunities. Scale that provides the ability for more people to live downtown.
I think they are doing a good job with those. I really like how the city makes the industrial buildings build berms to shield visibility and noise from the street and from residential areas. I think De Pere should keep annexing as much land as they can from Ledgeview and Lawrence to get more available land for single family homes.
All newly developed neighborhoods in De Pere should require street trees at the time of construction. This is currently not required, so the new subdivisions have very few trees. Moreover, the trees that are planted are done in a haphazard way.
Affordable rent
Access to trails

What should be prioritized when planning for new neighborhood development?



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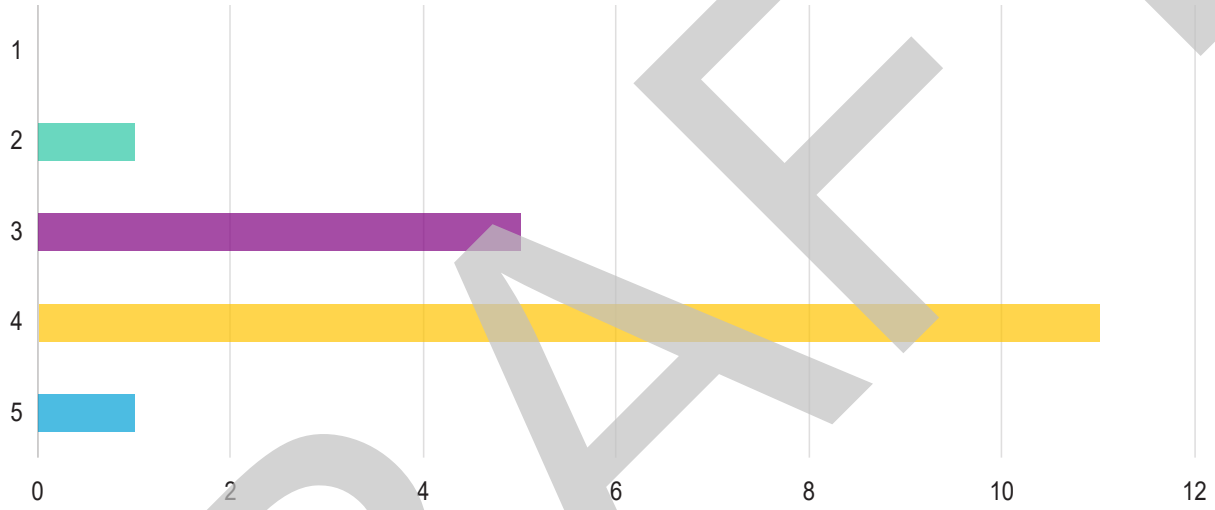
How well are neighborhoods and residential properties in De Pere being maintained?

(Scale of 1-5, 5 being very well, 1 being not well at all)



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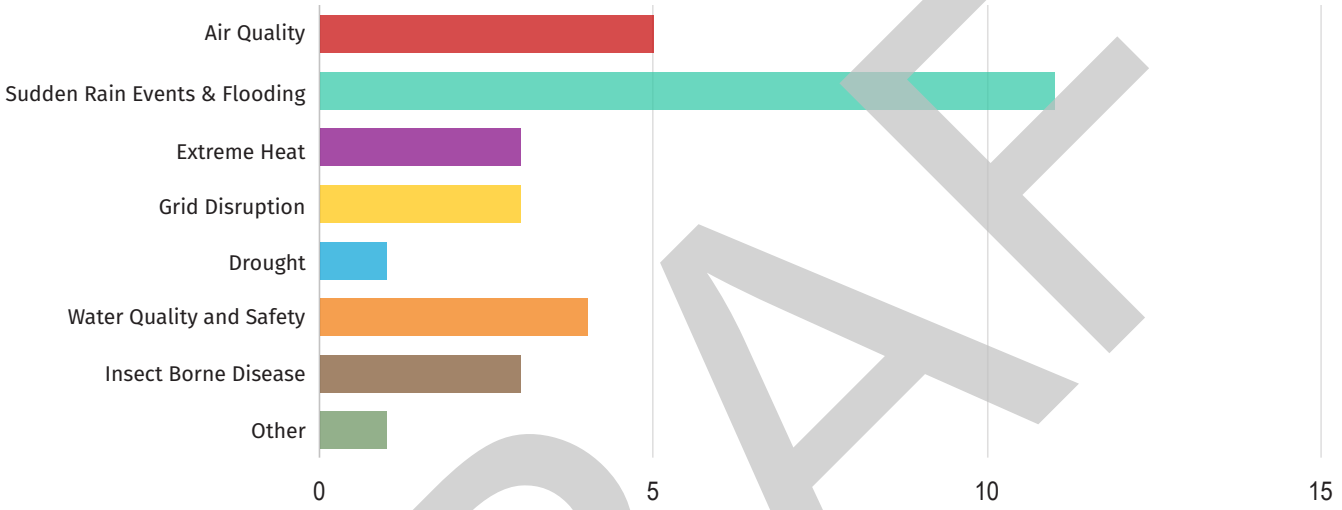
RESILIENCE/SUSTAINABILITY

What are the greatest climate-related vulnerabilities that De Pere is facing?



If other, please explain:

This is not relevant - i.e., it's a weird political hot-button issue that De Pere doesn't need to worry about.
Climate related vulnerabilities? Seriously?

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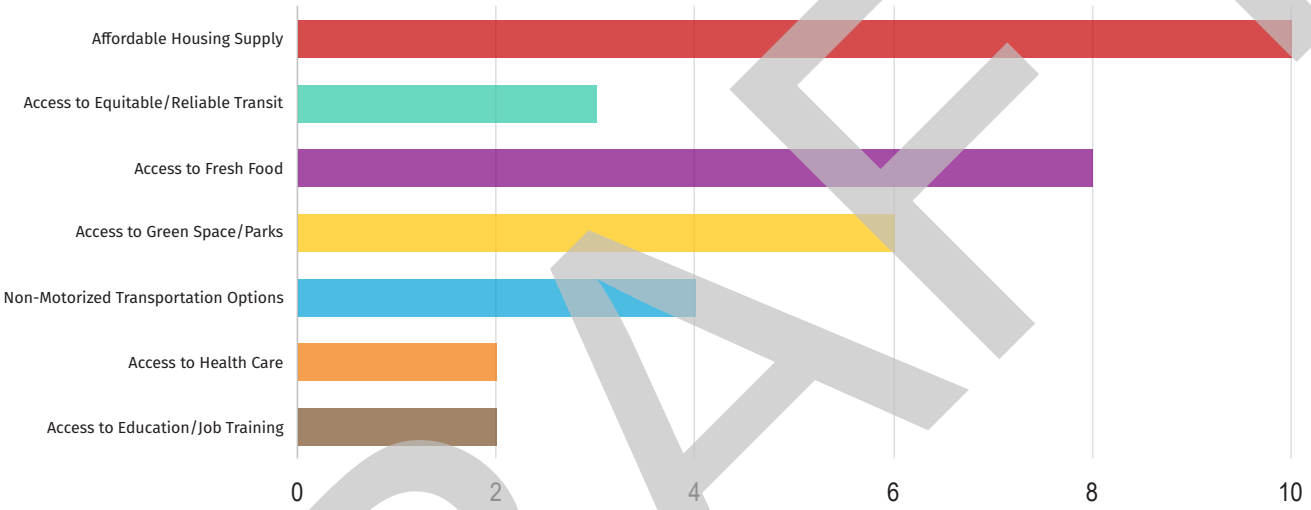
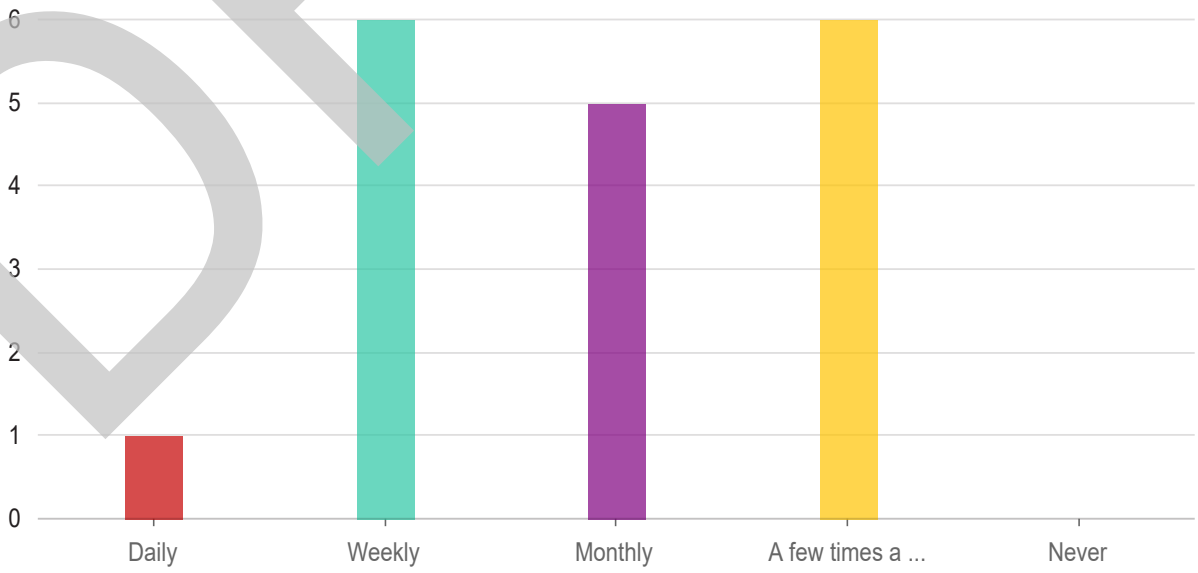
What are the greatest population-related vulnerabilities that De Pere is facing?



How often do you go to parks in the City of De Pere?



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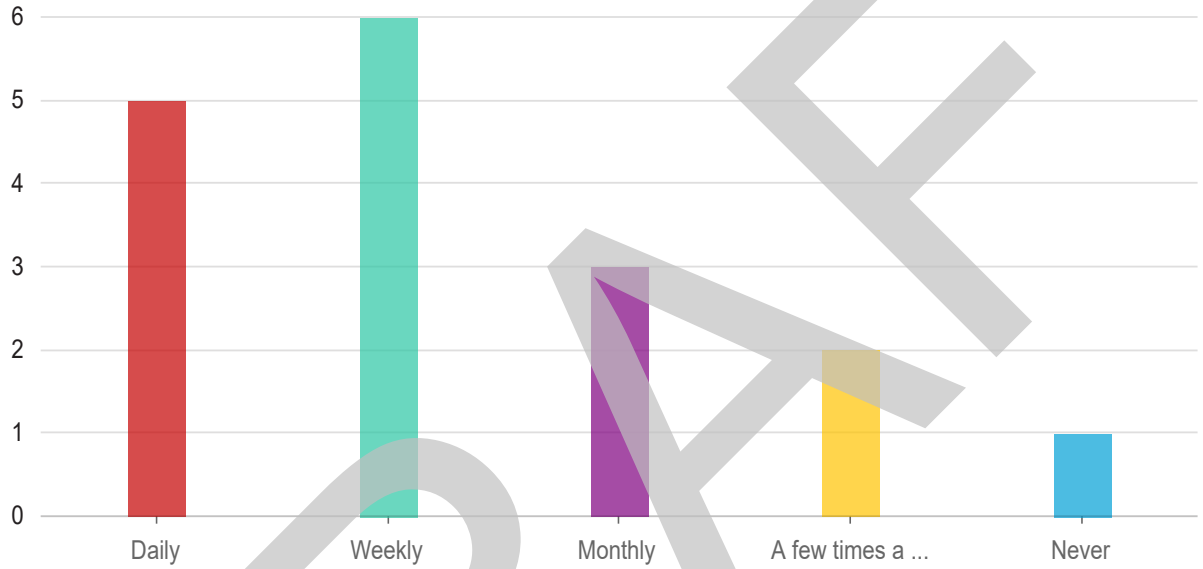
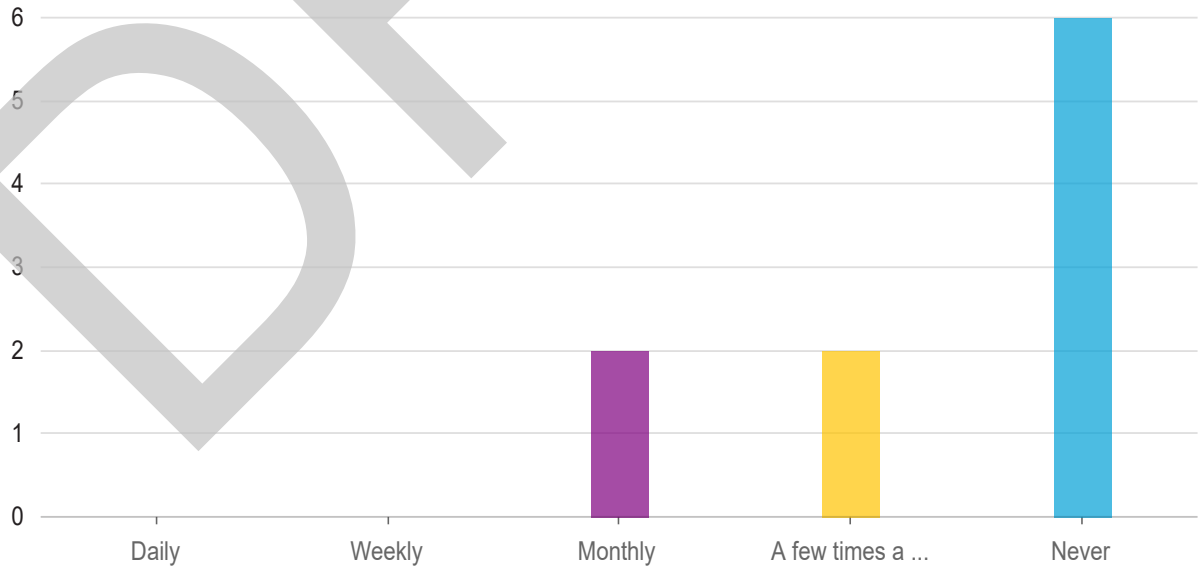
How often do you use the river/riverfront for the following activities?

WALKING/BIKING



KAYAKING



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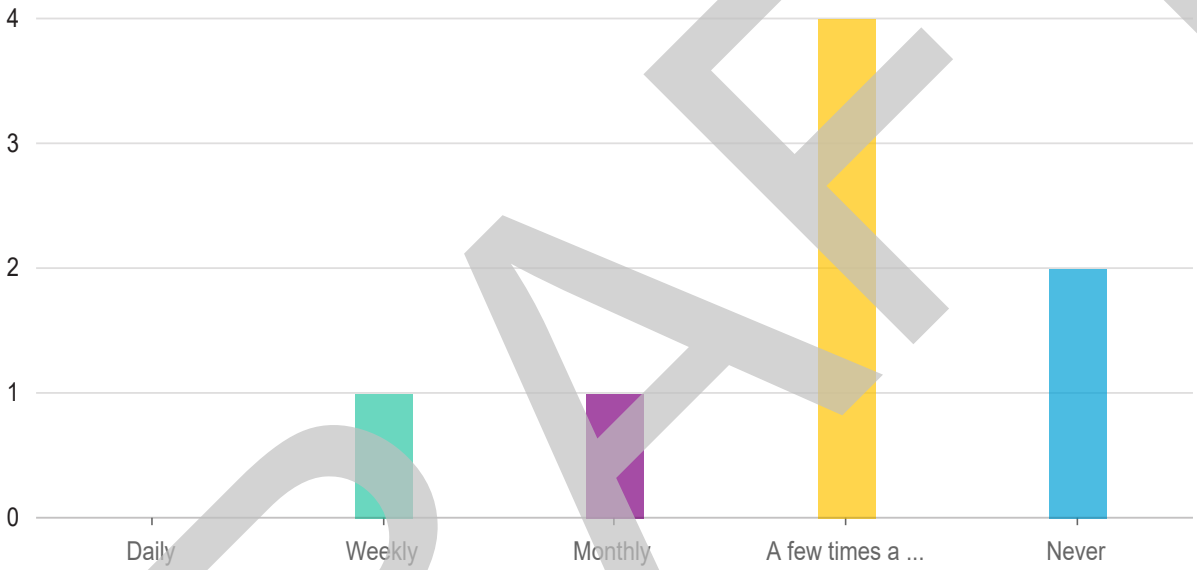
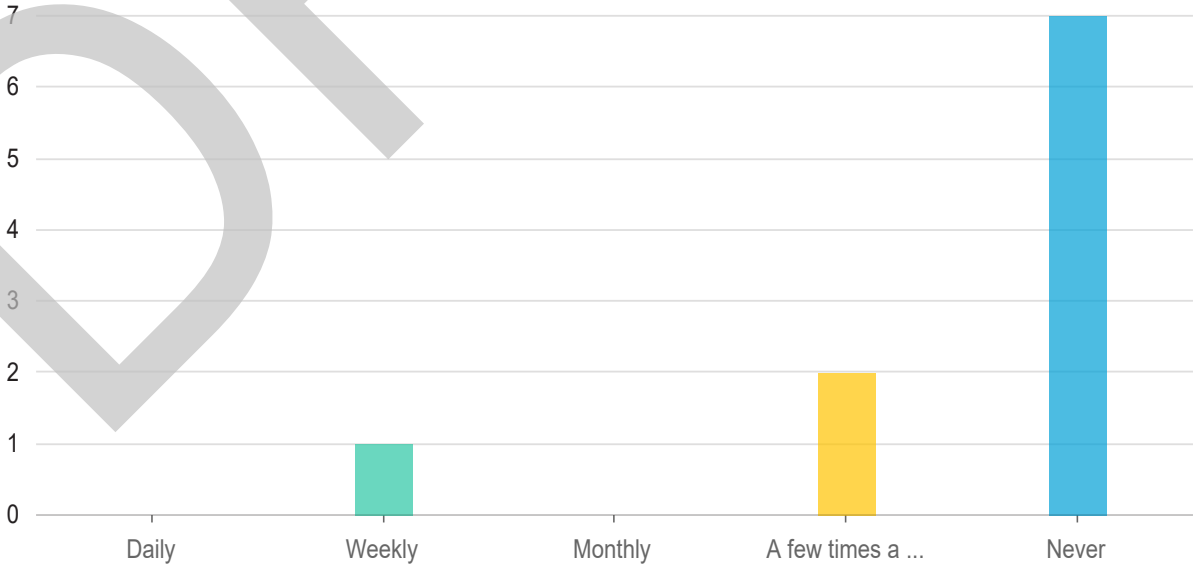
BOATING



FISHING



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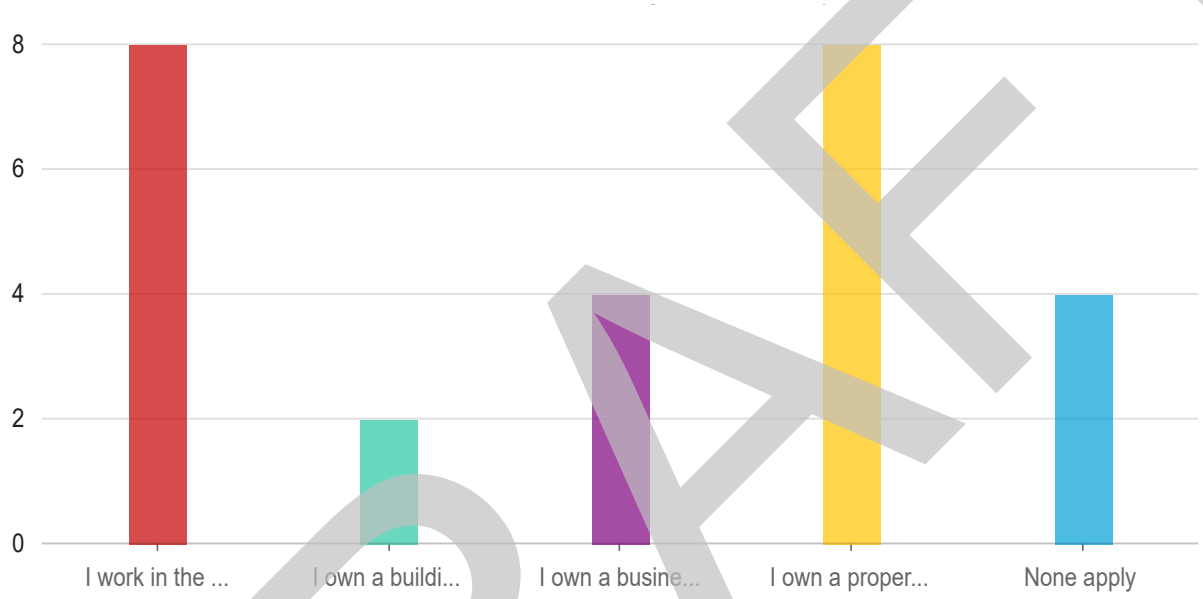
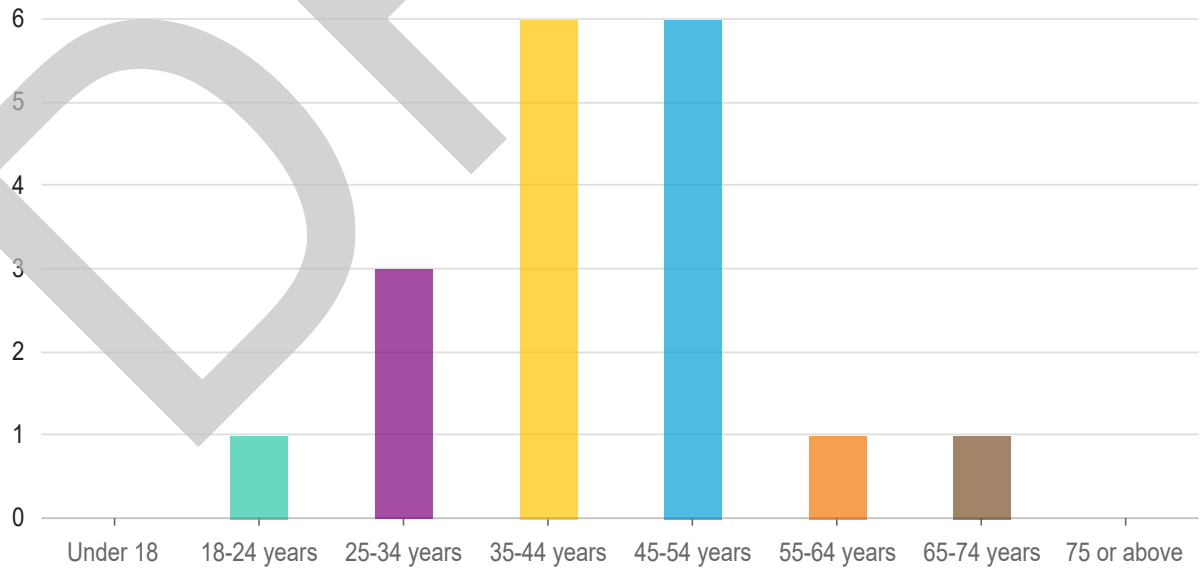
DEMOGRAPHIC

Check all that apply to you:



How old are you?



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6.4 SOUTHEAST GROWTH AREA PLAN

1.0 OVERVIEW

1.1
Plan Intent

1.2
Plan Themes

1.3
Context & Past Planning

2.0 INTEGRATION OF LAND USES

2.1
Land Use Types

2.2
Local Precedents

2.3
Intensity of Uses

2.4
Proposed Land Use Plan

3.0 NEIGHBORHOOD DEVELOPMENT

3.1
Location

3.2
Form & Design

3.3
Typologies

3.4
Policy

4.0 NATURAL FEATURE PRESERVATION

4.1
Providing Access

4.2
Sustainable Design

5.0 CONNECTIVITY

5.1
Street Design

5.2
Non-Motorized Routes

5.3
Street Cross-Sections

5.4
Green Space Preservation & Non-Motorized Mobility

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1.0 OVERVIEW

PLAN INTENT: PLANNING FOR THE SOUTH BRIDGE DEVELOPMENT AND ANTICIPATED AREA GROWTH

THIS PLAN WILL:

Identify and explore design guidelines for:

- Development character
- Form
- Density
- Desired land use

Explore principles of:

- Transportation connectivity
- TND (Traditional Neighborhood Design) & Housing Types
- Town centers & business park growth
- Cluster development and natural feature preservation

PLAN THEMES

CONNECTIVITY & STREET DESIGN

Providing utilities and infrastructure for new development in an efficient, accessible, equitable and sustainable manner

INTEGRATION OF LAND USES

Creating a fabric of complementary uses

HOUSING TYPES & TRADITIONAL NEIGHBORHOOD DEVELOPMENT

Promoting density and alternative housing typologies

NATURAL FEATURE PRESERVATION

Preserving the natural environment and combating sprawl

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CONTEXT & PAST PLANNING

Since 2003, east side residential growth has been most prominent south of Rockland Road in the vicinity of Altmayer Elementary School. With the recent investment in the South Bridge development, the city is expecting an influx in residential growth and demand in the southeast area.

In order to promote a clean, efficient, safe, and accessible community in the southeast area, it's integral to set expectations for development.

Southeast Area Growth Plan

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2.0 INTEGRATION OF LAND USES

LAND USE TYPES

Creating an intentional fabric of complementary land uses is integral for the Southeast Area, as the demand for residential and business park growth run parallel to each other. For more information on future land use and place type intent, visit *Section 3.1 Land Use* in the Imagine De Pere Plan.

Precedent: *Suburban Style Strip Commercial*

Precedent: *Business Park Campus*

Precedent: *Town Center*

NEIGHBORHOODS

- Strategically incorporate alternative housing types (Detached house, duplex/ triplex, live/work, row house, and ADU)
- North to south density gradation
- Small front setbacks, porch or stoop entrances, pedestrian access to front door, promote rear loading garages to support walkability through traditional neighborhood design
- Require street trees to provide shade, neighborhood character, and contribute to property value
- Support small lot, Traditional Neighborhood Design (TND)
- Cluster subdivisions when adjacent to natural features to preserve and protect ecosystems and open space

SUBURBAN STYLE STRIP COMMERCIAL

- Orient buildings to the street
- Locate parking in side and rear yards
- Minimize driveway cuts and promote shared access
- Consolidate signs

TOWN CENTER

- Create neighborhood mixed-use nodes that cluster development and provide community resources for surrounding residential areas
- Emphasis on community gathering & the public realm
- Provide connections to surrounding neighborhoods
- Walkable amenities and access to community resources

BUSINESS PARK

- Support and market new economy industrial uses like incubator spaces, research & development
- Create buffers between residential and industrial uses
- Fostering multi-modal connectivity between sites/ campuses
- Promote industrial park character and design through consistent streetscape and landscaping

SEE ALSO:

- **4.3 Community Utilities/Facilities** (Best Practice: Low Impact Stormwater Design)

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LOCAL PRECEDENTS

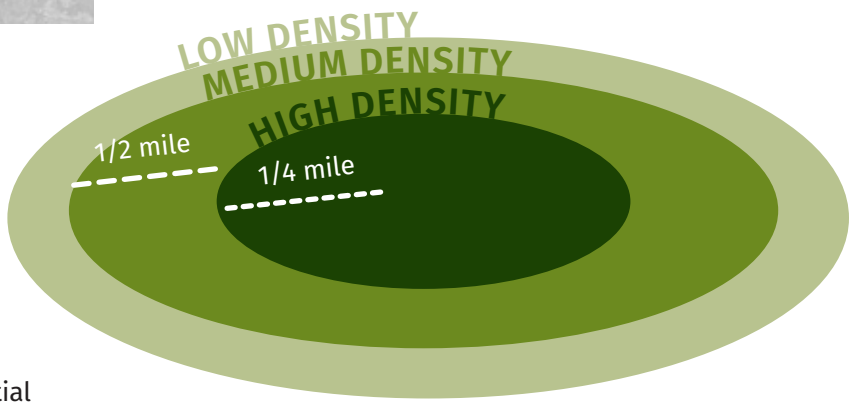
"Flexible but Predictable"

Critical elements of existing precedents in Fitchburg and Middleton, WI include promoting density, a mixture of compatible land uses, office park growth, reduction of sprawl, and a preservation of open space.

Precedent: *Fitchburg T5 Transect Standard, Urban Center*

Precedent: *Land Use Plan Middleton, WI - Acker Property*

Precedent: *Fitchburg T5 Transect Standard, General Neighborhood*



INTENSITY OF USES

LOW DENSITY

This sector includes low density residential (townhouses, single family), local service and retail, and community facilities.

MEDIUM DENSITY

This sector includes medium density residential (townhouses, garden apartments), local service and retail, and community facilities.

HIGH DENSITY

This sector includes high density residential (apartments, garden apartments), mixed-use, commercial, retail, and institutions.

SEE ALSO:

- **3.1 Land Use** (Best Practice: Growth Management & Smart Growth)

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PROPOSED LAND USE PLAN

The proposed land use plan prioritizes an integrated fabric of uses, utilizing density as a tool to ensure land use compatibility, accessibility, and the preservation of natural features.

SE AREA CONTRIBUTION & HOUSING SUPPLY

The city is anticipating southern expansion and development in the next 5-15 years due to the Southeast Area Plan. **The growth plan estimates an addition of housing units that would help fill the gap in projected future housing demand.**

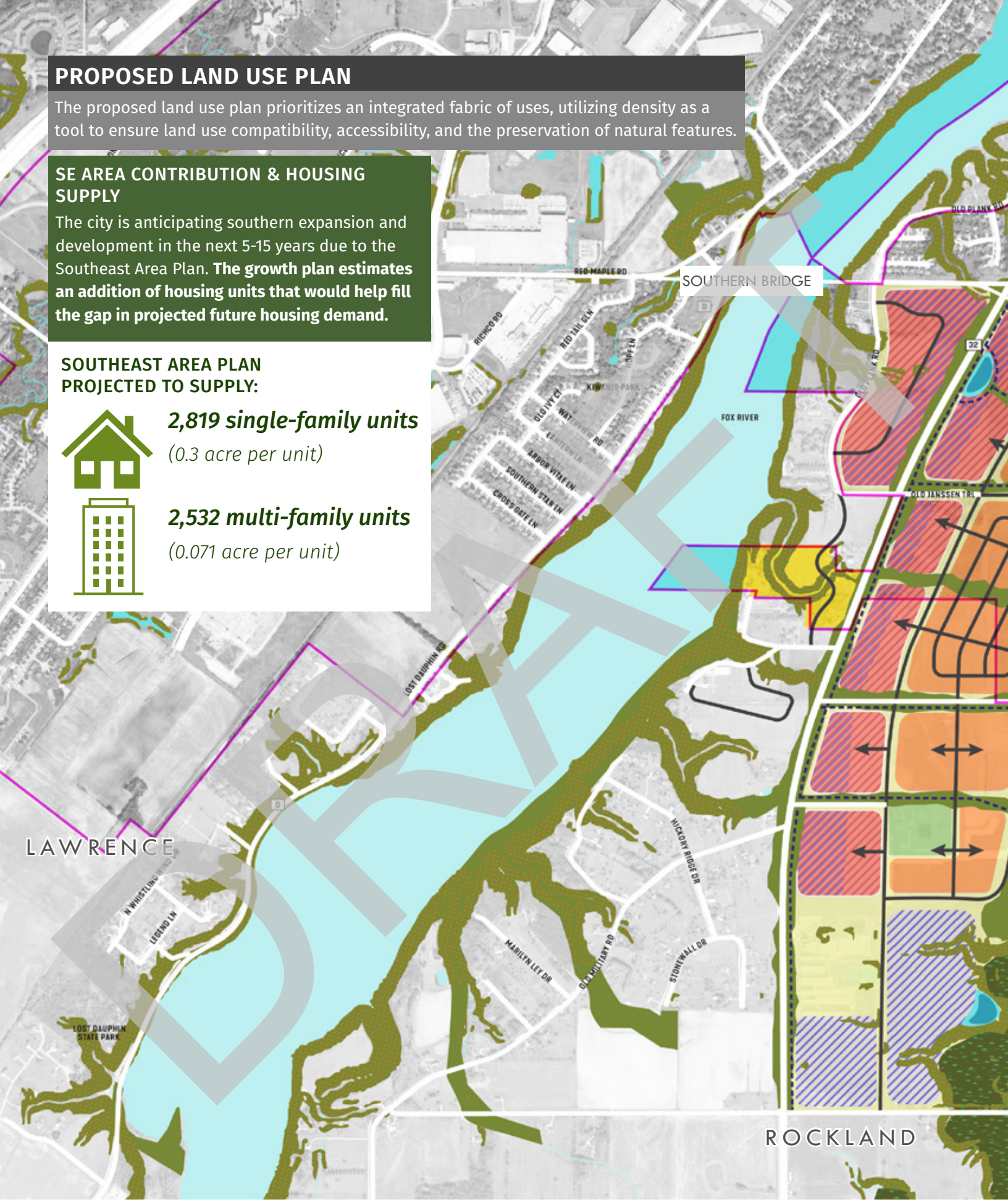
SOUTHEAST AREA PLAN PROJECTED TO SUPPLY:

2,819 single-family units

(0.3 acre per unit)

2,532 multi-family units

(0.071 acre per unit)



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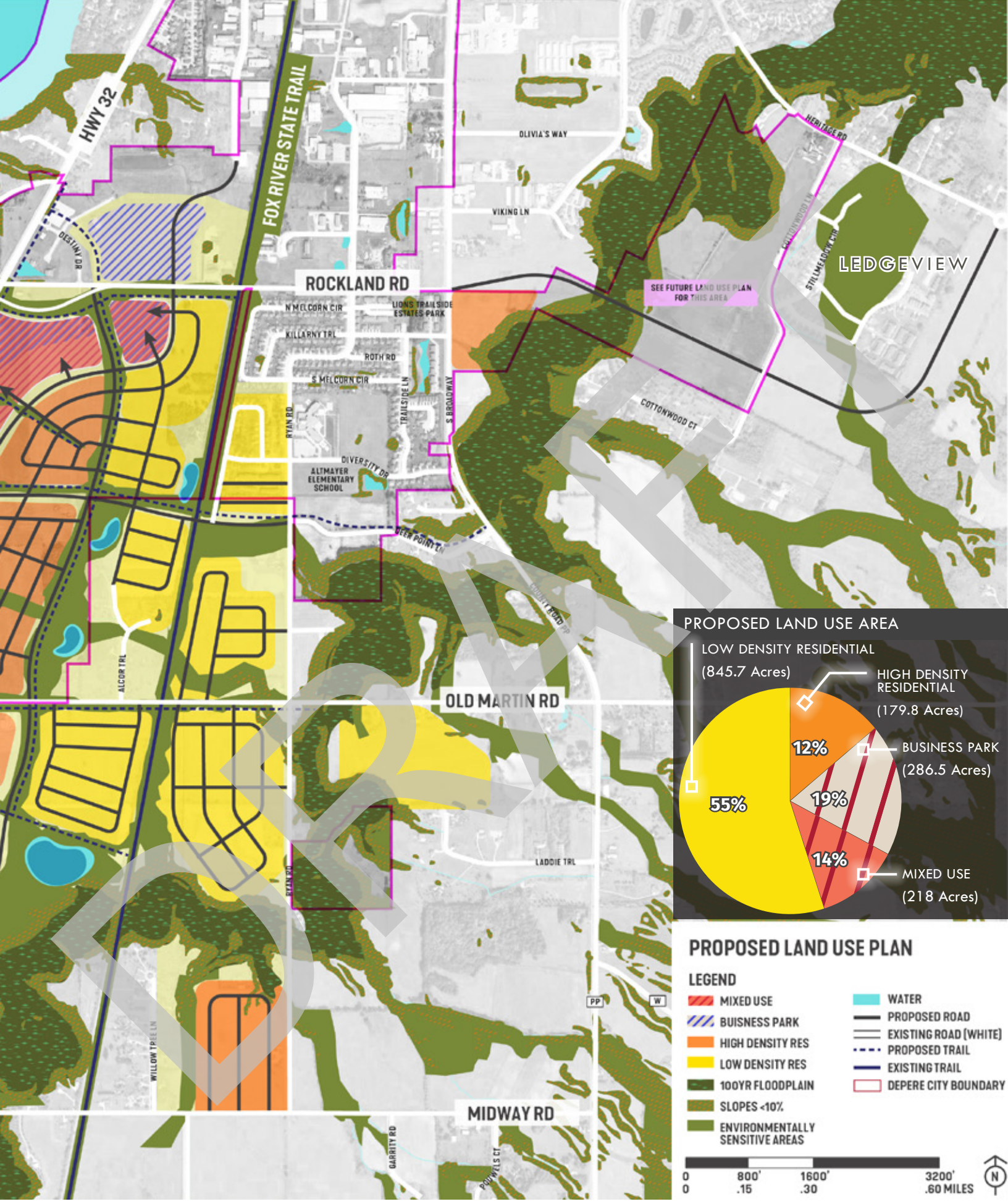
HWY 32
FOX RIVER STATE TRAIL
ROCKLAND RD
OLIVIA'S WAY
VIKING LN
HERITAGE RD
LEDGEVIEW
SEE FUTURE LAND USE PLAN FOR THIS AREA
N MELCORN CIR
LIONS TRAILSIDE ESTATES PARK
KILLARNY TRL
ROTH RD
S MELCORN CIR
TRAILSIDE LN
S BROADWAY
RYAN RD
DIVERSITY DR
ALTMAYER ELEMENTARY SCHOOL
COTTONWOOD CT
BEER POINT TL
OLD MARTIN RD
ALCOR TRL
LADDIE TRL
WILLOW TREE LN
MIDWAY RD
GARRITY RD
PROVELS CT
PROPOSED LAND USE AREA
LOW DENSITY RESIDENTIAL
(845.7 Acres)
HIGH DENSITY RESIDENTIAL
(179.8 Acres)
BUSINESS PARK
(286.5 Acres)
MIXED USE
(218 Acres)
12%
19%
14%
55%
PROPOSED LAND USE PLAN
LEGEND
MIXED USE
BUISNESS PARK
HIGH DENSITY RES
LOW DENSITY RES
100YR FLOODPLAIN
SLOPES <10%
ENVIRONMENTALLY SENSITIVE AREAS
WATER
PROPOSED ROAD
EXISTING ROAD (WHITE)
PROPOSED TRAIL
EXISTING TRAIL
DEPERE CITY BOUNDARY
0 0
800' .15
1600' .30
3200' .60 MILES
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3.0 NEIGHBORHOOD DEVELOPMENT

Future neighborhood development should be flexible, with an emphasis on the gradual incorporation of alternative housing types as development becomes more dense in areas adjacent to the downtown. Neighborhood design should promote walkability through a connected sidewalk network and inviting entryways.

Precedent: *Townhomes/Rowhouses*

Precedent: *Live/Work & Medium-Density Apartments*

Precedent: *Single-Family, small-lot*

SEE ALSO:

- **3.3 Housing** (Best Practice: Traditional Neighborhood Development, TND)

LOCATION

- North to south density gradation, becoming more dense closer to the downtown (north)

FORM & DESIGN

- Smaller lot, higher density
- Small front setbacks
- Porch or stoop entrances
- Pedestrian access to front door
- Promote rear loading garages to support walkability through traditional neighborhood design

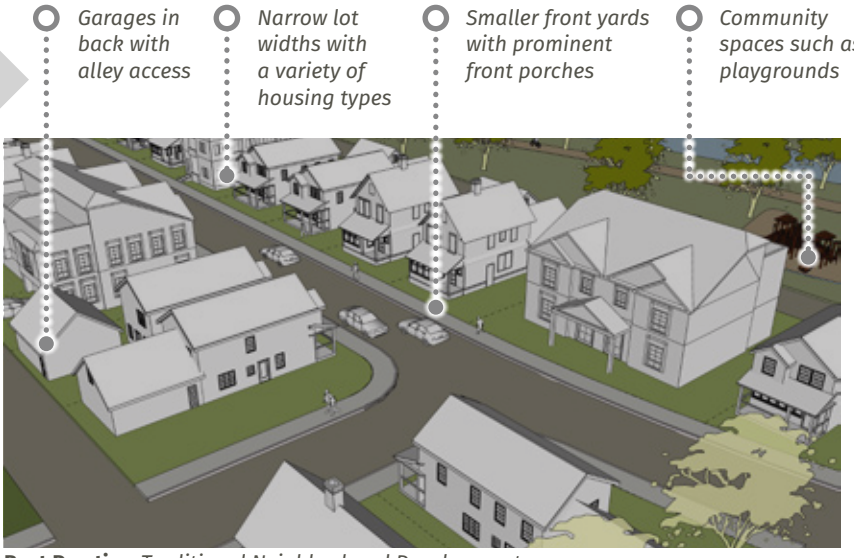
TYPOLOGIES

Emphasis on the gradual incorporation of alternative housing types.

- Tiny Homes
- Multi-Family
  - Townhomes/rowhouses
  - Senior housing
  - Duplex/triplex
  - Live/work
- Single-Family
  - Cluster cottage
  - Traditional single-family homes

POLICY

- Continue to permit accessory dwelling units or splits for duplexes



Best Practice: *Traditional Neighborhood Development*

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4.0 NATURAL FEATURE PRESERVATION

The Southeast Area is home to significant natural features that should be intentionally integrated into the built environment. Higher densities should be encouraged in order to combat sprawl and preserve natural features.

Precedent: *Stormwater Management*

Precedent: *Nature Destinations*

Precedent: *Shared Use Trail Adjacent to Waterway*

SEE ALSO:

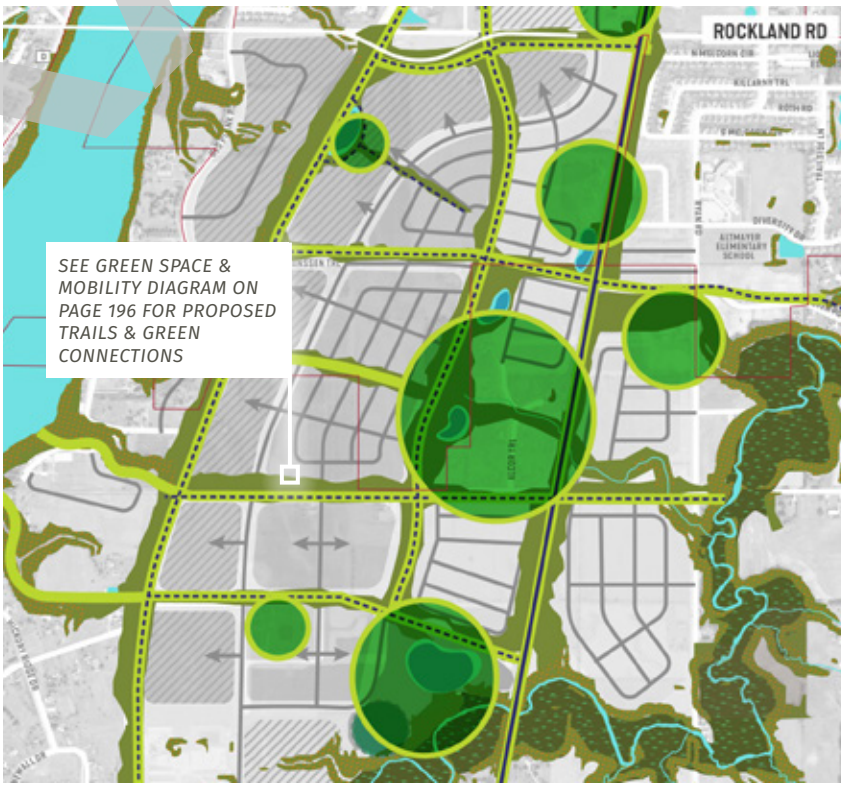
- **4.3 Community Utilities/Facilities** (Best Practice: Low Impact Stormwater Design)

PROVIDING ACCESS

- Encourage mini-parks, neighborhood parks, schools, community parks
- Support the Fox River and Fox River trail with intentional adjacent uses and design guidelines

SUSTAINABLE DESIGN

- Require green infrastructure and stormwater management elements within new development and along new road construction
  - Bioswales
  - Rain gardens
  - Green roofs
  - Permeable pavement
- Preserve and increase tree canopy cover



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5.0 CONNECTIVITY

Street grid design and non-motorized route planning is necessary in order to connect the Southeast Area both locally and regionally. Attention should be placed on providing a consistent, accessible non-motorized network within neighborhoods. In addition, it's integral to provide access to essential truck routes, promoting vehicular circulation to support business parks and commercial uses within the area.

Precedent: *Bike Lanes*

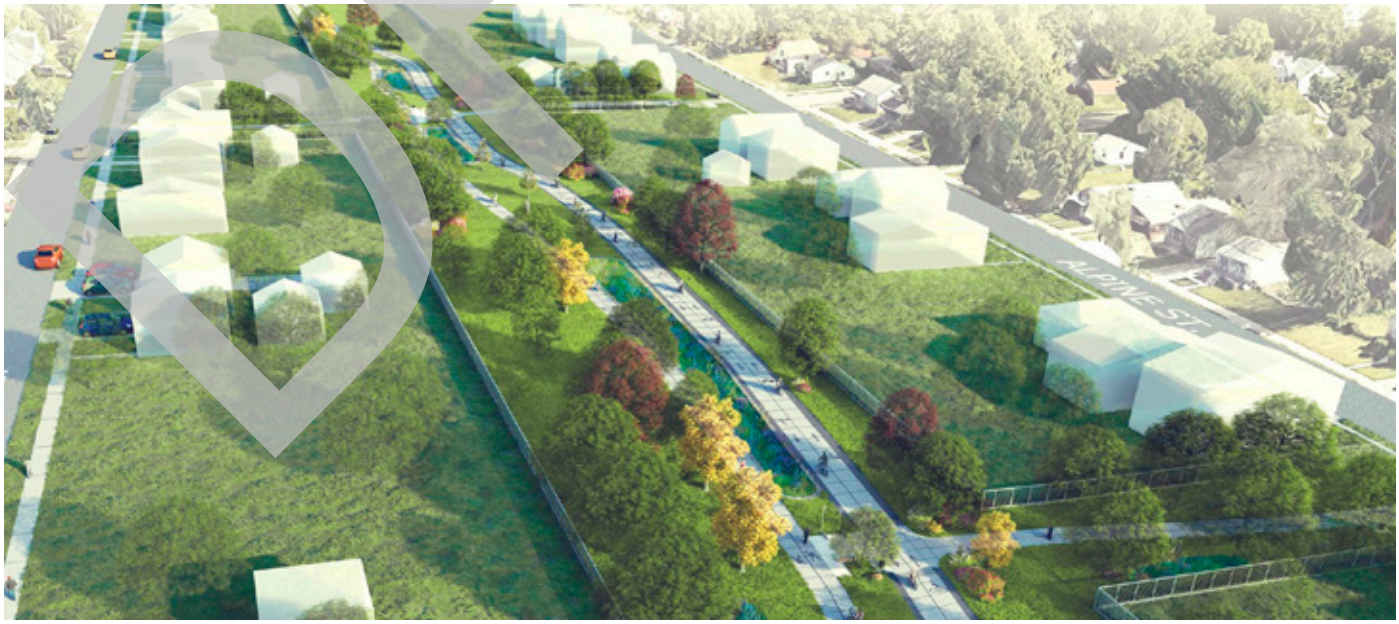
Precedent: *Connected Sidewalks*

STREET DESIGN

- Prioritizing continuous sidewalks and more traditional neighborhood-style grid patterns in new subdivisions and industrial parks
- Provide access to amenities and city services
- Narrow street design to encourage multi-modal safety
- Encourage on-street parking over surface lot design in neighborhoods and town centers
- Balance truck routes and essential vehicular access

NON-MOTORIZED ROUTES

- Preserve and enhance access to natural features and the environment
- Connect the southeast area to the downtown, Fox River and Fox River Trail by addressing gaps in the non-motorized infrastructure network
- Improve connectivity to collector streets, especially for pedestrians and bicyclists



Precedent: *Shared Use Trail by Mode*

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STREET CROSS-SECTIONS

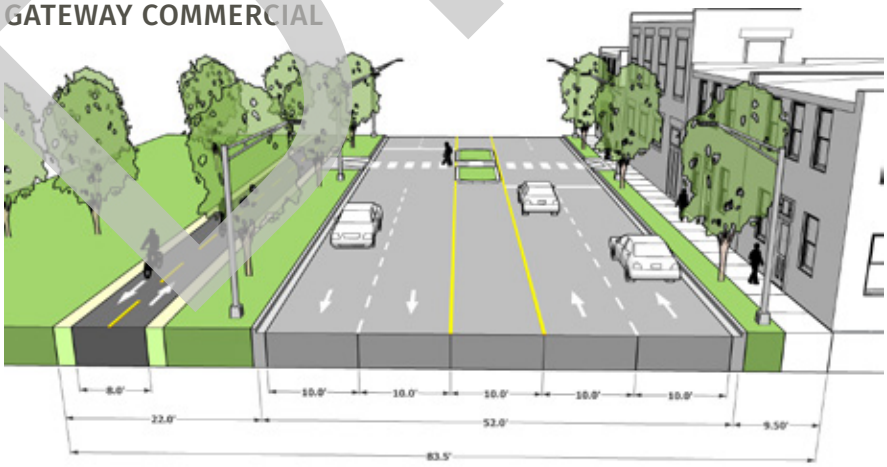
RESIDENTIAL/LOCAL STREETS

- Interconnected local streets, combating the isolation of subdivision design
- Non-motorized connections to transit hubs and stops
- Residential parking on at least one-side
- Complete and consistent sidewalk network

MIXED-USE STREETS

- Traffic calming elements
- Bump outs
- Mid-block crossings
- On-street parking as a measure to calm traffic
- Non-motorized connections to transit hubs and stops

GATEWAY COMMERCIAL



- Access management along the highway
- Green gateways
- Off-road shared use path
- Traffic calming elements adjacent to the highway
  - Pedestrian refuge islands/medians
  - Mid-block crossings

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SOUTHERN BRIDGE
LAWRENCE
INNOVATION CT
LAWRENCE DR
FORTUNE AVE
FLORISE DR
SILVER MAPLE DR
RED MAPLE RD
SOUTHRIDGE RD
RICHCO RD
RED TAIL GLN
LEMON LN
OLD IVY CT
AMERICAN BLVD
ARBOR VITAE LN
SOUTHERN STAR LN
CROSS GATE LN
DE PERE DOG PARK
LOST DAUPHIN RD
HICKORY RIDGE DR
MARILYN LEY DR
STONEWALL DR
LEGEND LN
JANSSEN TRL

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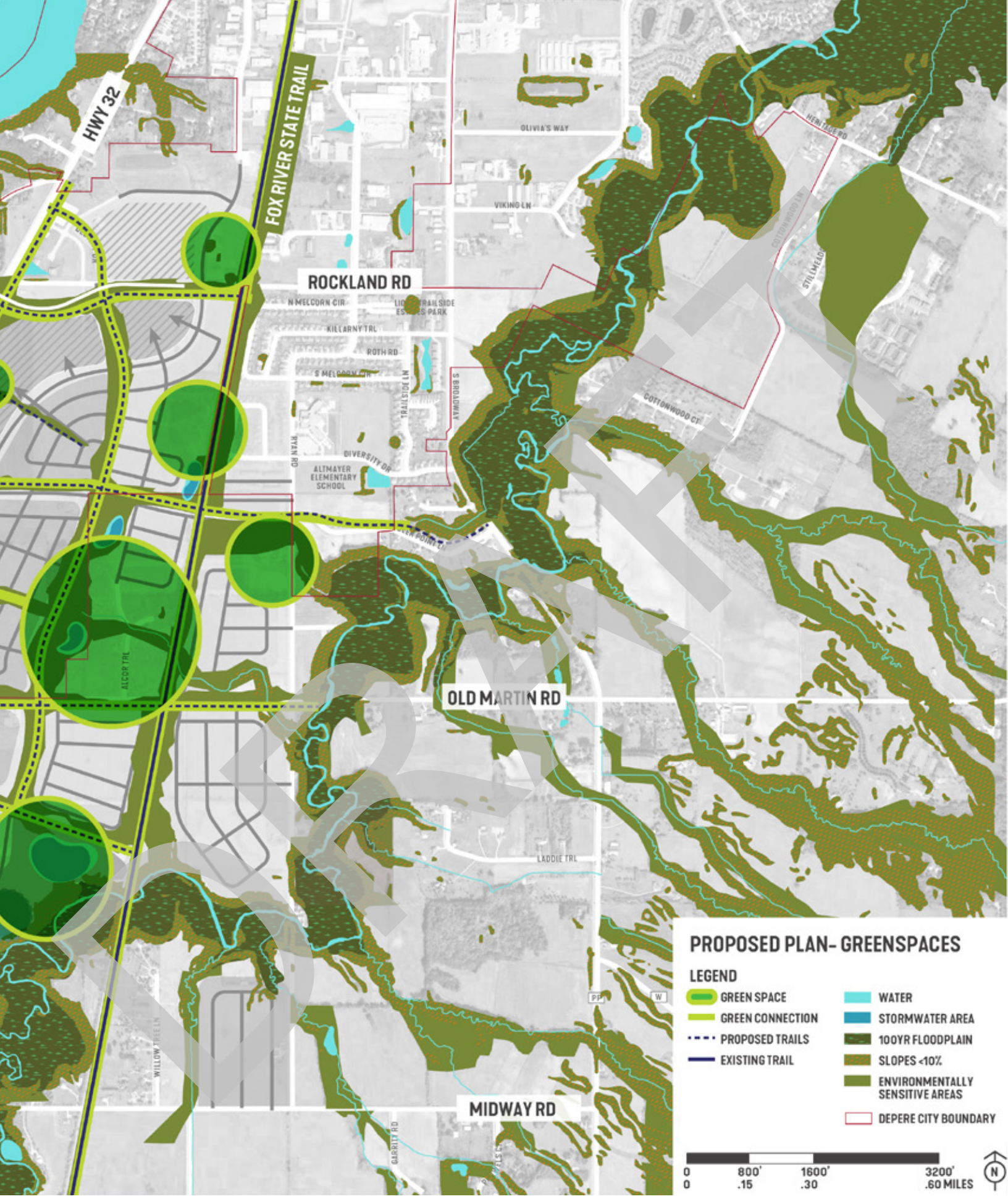
HWY 32
FOX RIVER STATE TRAIL
ROCKLAND RD
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ROTH RD
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TRAILSIDE LN
S BROADWAY
COTTONWOOD CT
DIVERSITY DR
ALTMAYER ELEMENTARY SCHOOL
ALCOR TRL
OLD MARTIN RD
LADDIE TRL
WILLOW TREE LN
MIDWAY RD
GARRITY RD
PROPOSED PLAN- GREENSPACES
LEGEND
GREEN SPACE
GREEN CONNECTION
PROPOSED TRAILS
EXISTING TRAIL
WATER
STORMWATER AREA
100YR FLOODPLAIN
SLOPES <10%
ENVIRONMENTALLY SENSITIVE AREAS
DEPERE CITY BOUNDARY
0 800' 1600' 3200'
0 .15 .30 .60 MILES
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TO BE REPLACED BY DOWNTOWN MASTER PLAN AT ADOPTION OF MASTER PLAN

6.5 WEST DOWNTOWN DESIGN PLAN

1.0 PROJECT CONTEXT

1.1
Preliminary Objectives

1.2
Opportunities and Constraints

2.0 INPUT AND ANALYSIS

2.1
Public Feedback

2.2
Market Snapshot

2.3
Site Observations

3.0 FINAL RECOMMENDATIONS

3.1
Public Realm Opportunities

3.2
Redevelopment Opportunities

3.3
West Downtown Plan

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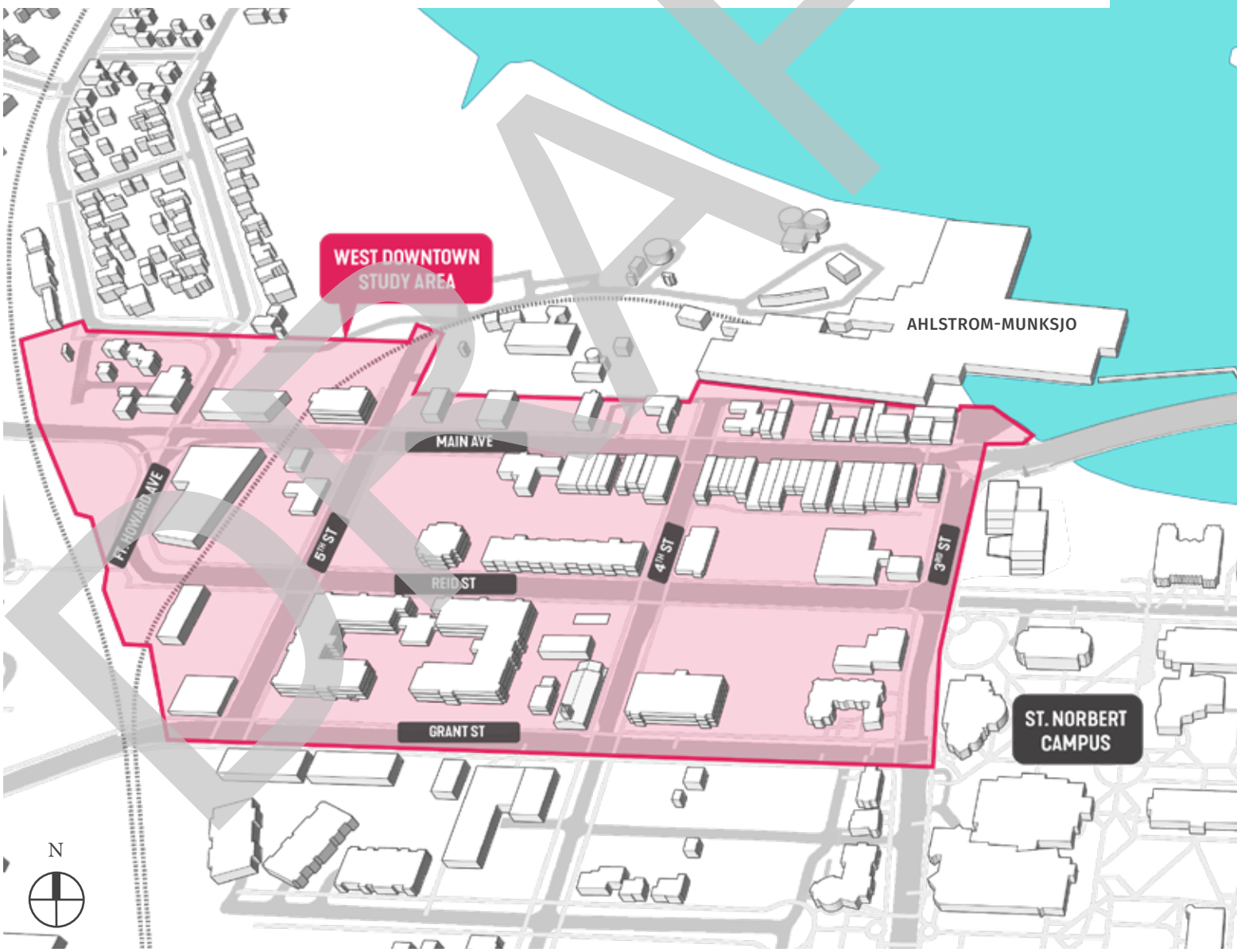
1.0 PROJECT CONTEXT

This plan provides more detail for west downtown to complement the Cultural District Plan for east downtown completed in 2018. Previously, the city has viewed east and west downtown as separate districts with potentially distinct identities. The length of the bridge plus speed and volume of traffic creates a barrier to connection. The west downtown study area is bordered by railroad tracks to the west, Ahlstrom-Munskjo mill property to the north, and St. Norbert controlled properties to the east and south. Destination open spaces adjacent to the site include the Fox River to the east, VFW and Bicentennial Park directly west.

There is significant potential for change in the next few years, including the development of the Mulva Museum, Front Street Block and Shopko block on the east side and a new hotel and potential development on the west side. Additionally, a new bridge is planned to the south that will alter traffic patterns and create opportunities for multi-modal enhancements.

The preliminary objectives to the plan seek to take advantage of these potential changes, build on the unique character of the existing buildings and the high quality spaces that exist to help unify and create an identity for downtown as a cultural and entertainment destination for the region.



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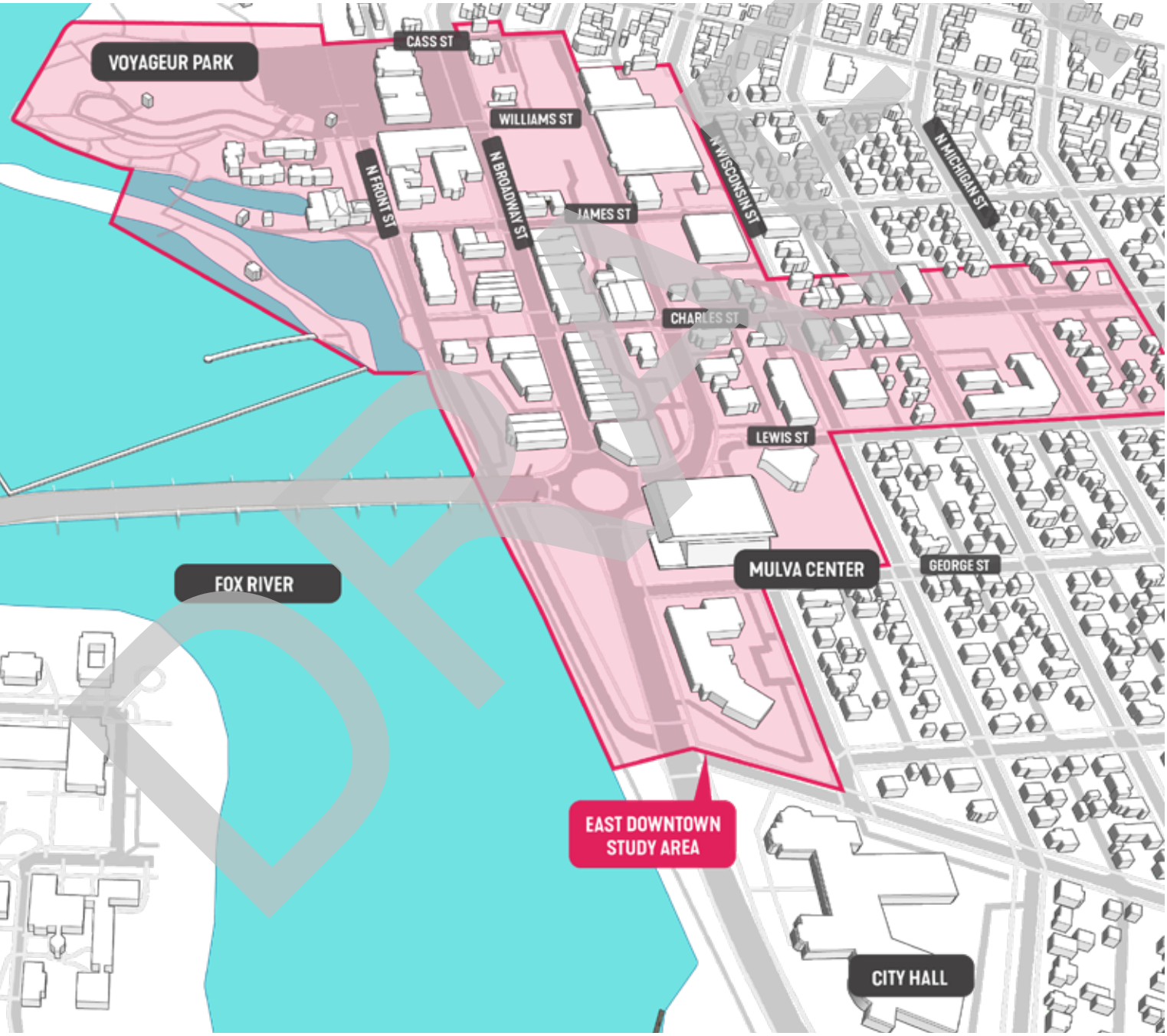
1.1 PRELIMINARY OBJECTIVES

- DEVELOP SYNERGIES BETWEEN EAST AND WEST
- ORIENT DEVELOPMENT TO BOLSTER VIEWS OF THE RIVER
- PROMOTE PEDESTRIAN MOBILITY THROUGH THE DOWNTOWN AND TO THE RIVER
- PROMOTE AN URBAN INFILL TO DEVELOP THE DISTRICT FEEL AND DRAW ACTIVITY TO THE DOWNTOWN
- ELEVATE THE ROLE OF PUBLIC SPACES PARTICULARLY ALONG THE RIVER
- SEEK TACTICAL IMPROVEMENTS IN THE IMMEDIATE ALONG MAIN AVENUE WHILE PLANNING FOR LONG-TERM ROADWAY MODIFICATIONS



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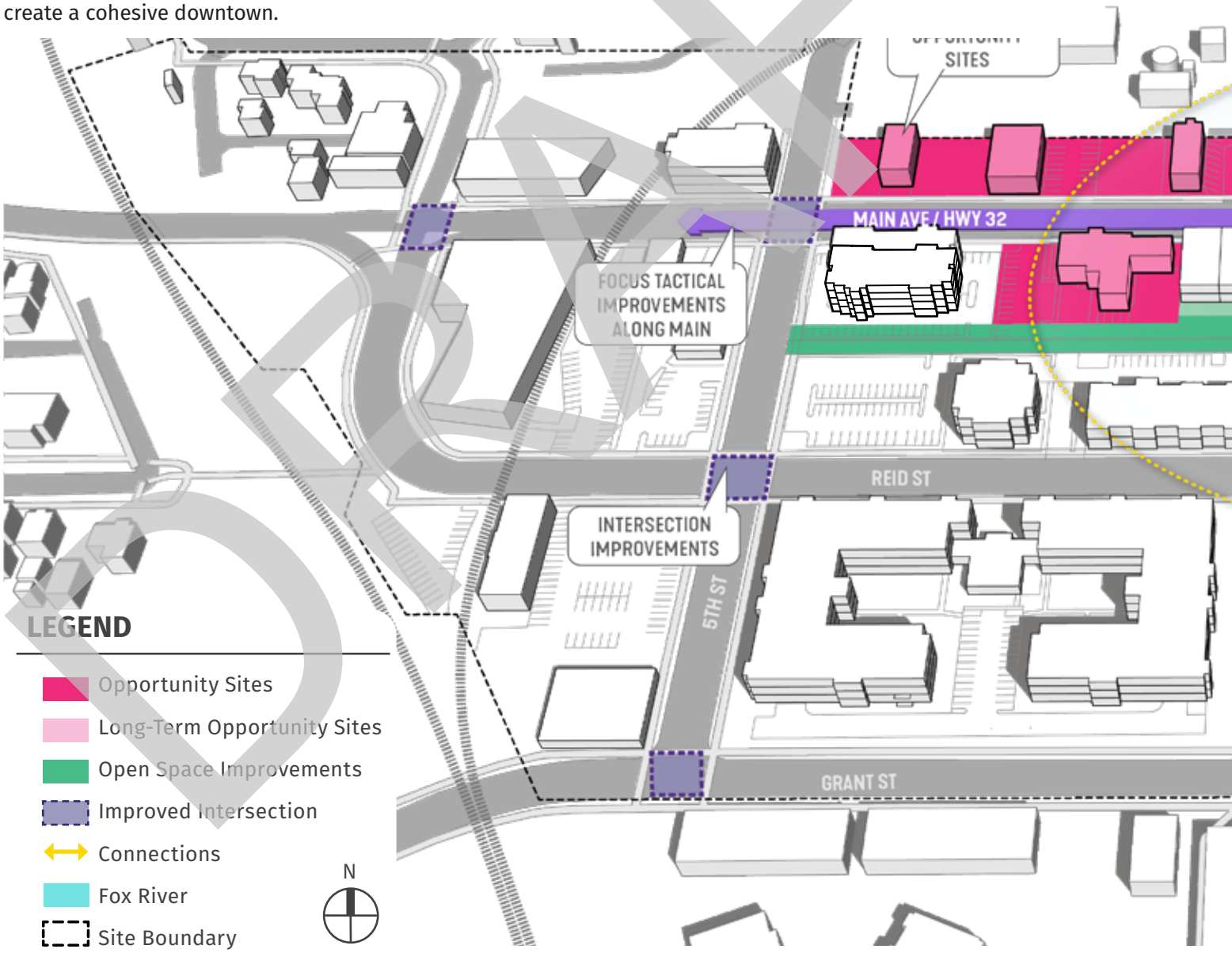
1.2 OPPORTUNITIES AND CONSTRAINTS

City staff and stakeholders identified the river as a primary catalyst for west downtown. The Fox River serves as the natural anchor to west downtown and presents a tremendous opportunity to draw people that does not currently exist. Redevelopment will prioritize along the river creating a series of destinations fostering river views and access while expanding a pedestrian spine westward from the river through downtown.

The downtown feels disconnected to the river due a lack of pedestrian mobility and access points. High traffic volumes along the one-way loop (Main Ave, Reid St, and 3rd St) present challenges for non-motorized circulation. In addition, limited safe crossings at 3rd or Main, lack of flexible public open space, limited wayfinding signage, or gateways that signify the district make the river unnoticeable and unaccessible. Combined with the majority of the riverfront in this area owned by St. Norbert, the riverfront is cutoff from downtown. Leveraging proximity to the river and campus presents tremendous opportunity to enhance the mobility and character of downtown.

Alleyway enhancements, changes in materiality at intersections, refuge islands, and mid-block crossings have started to improve walkability; further improvements to crossings, using alleyways to create a robust pedestrian spine from the river through downtown, and create open spaces for community gatherings help build activity to create a cohesive downtown.



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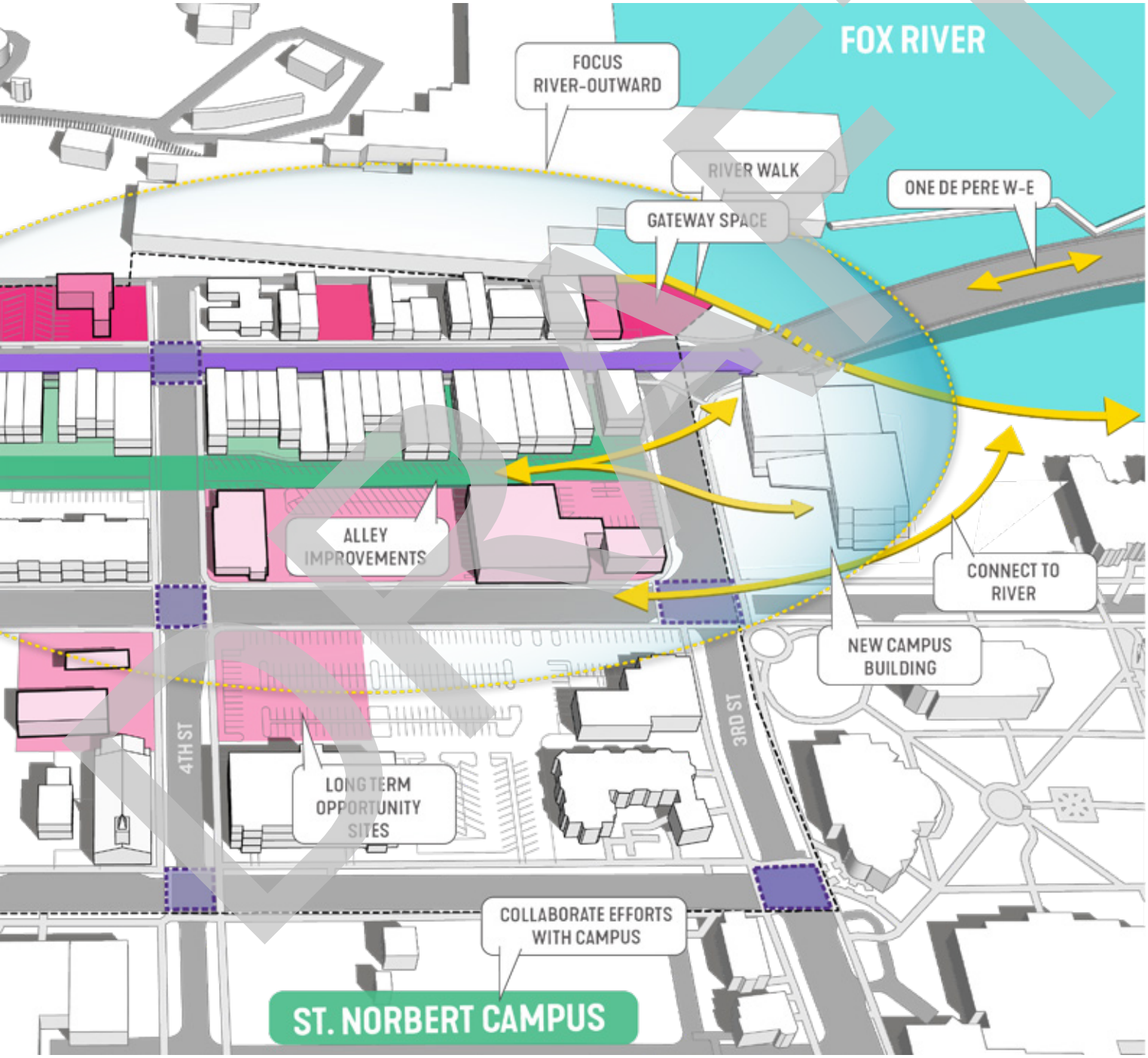
SITE OPPORTUNITIES

- UTILIZE THE RIVER AS AN ASSET TO REDEVELOPMENT AND PUBLIC ACCESS
- ENHANCE OPPORTUNITIES FOR WALKING AND BICYCLING TO NEARBY PUBLIC SPACES AND AREAS OF INTEREST
- BOOST DOWNTOWN'S VIBRANCY BEYOND 4TH STREET



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2.0 INPUT AND ANALYSIS

A basis of understanding for project success was derived from meetings with City staff, a public input session, first-hand observation through multiple site walks, and background research. From this dialogue, themes emerged which began to define a vision for a thriving downtown.

2.1 PUBLIC FEEDBACK

Public feedback was gathering through a public input session accompanied by an online survey. The design team asked probing questions as to what works downtown and what could be improved while revisiting the objectives of past plans to ensure long-range goals were being considered. Consistently the river is viewed as the primary resource and gateway to downtown. Accessing and celebrating the river is the primary drives project success.

EMERGING THEMES:

- DEVELOP FROM THE RIVER OUTWARD
- CREATE A UNIFIED DOWNTOWN DISTRICT FEEL
- GATEWAYS TO SIGNIFY YOU HAVE ENTERED DOWNTOWN, PROVIDE OPPORTUNITIES FOR COMMUNITY GATHERING SPACE FOR
- PROVIDE RIVER ACCESS

STEERING COMMITTEE MEETINGS PRESENTING BACKGROUND RESEARCH

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2.2 MARKET SNAPSHOT

Public feedback takeaways can be cross-examined with market study results, in order to identify missing and target industries within the community. Retail industries selling goods like food, beverage, and clothing were specifically identified as industry opportunities within the downtown and city as a whole. New businesses should target the listed user groups, with an emphasis on educated professionals with urban lifestyles and suburban family-oriented consumers.

TOP 3 TAPESTRY SEGMENTS

United States Census Bureau 2021 American Community Survey Estimates

1. BRIGHT YOUNG PROFESSIONALS (8C)
   Young, educated, working professionals, mostly under the age of 35 with a median household income.
2. MIDDLEBURG (4C)
   Traditional, family-oriented consumers living in semi-rural subdivisions.
3. IN STYLE (5B)
   Slightly older professional couples or single households without children, with an urban lifestyle that support the arts and travel.

TOP LEAKAGE & TARGET INDUSTRIES (CITY-WIDE)

These are industries where local demand is greater than local supply, so local consumers are traveling regionally to meet their needs. These are considered to be "opportunity" industries for the downtown, as there is a lack of supply existing within the community today.

United States Census Bureau 2017 American Community Survey Estimates

1) FOOD & BEVERAGE STORES
$27,773,423

2) CLOTHING & ACCESSORY STORES
$11,616,849

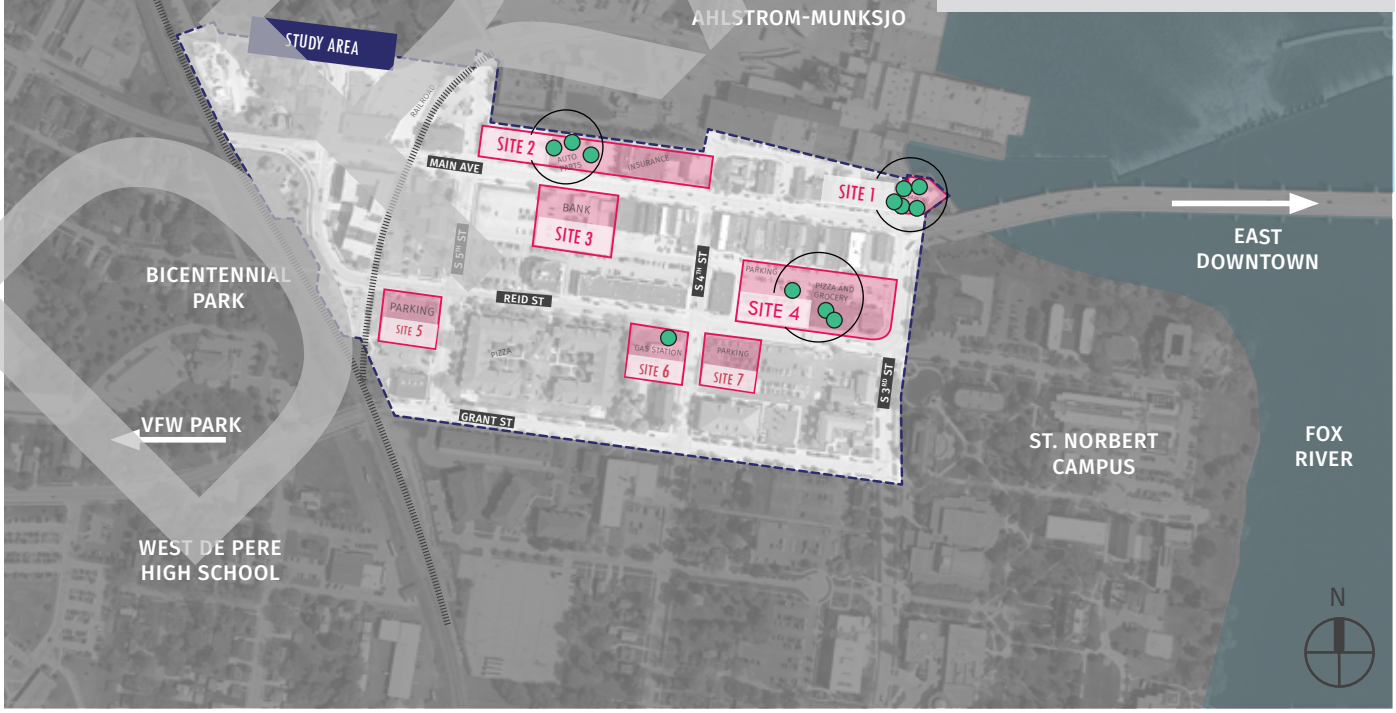
3)MISCELLANEOUS STORE RETAILERS
$10,367,808

4) NON-STORE RETAILERS
$9,388,322

PUBLIC FEEDBACK: SITE PRIORITIZATION

Which sites should the city prioritize for redevelopment? Place green dots on the map to show support for prioritization.

SITE 1 ●●●●●
SITE 2 ●●●
SITE 3
SITE 4 ●●●
SITE 5
SITE 6 ●
SITE 7



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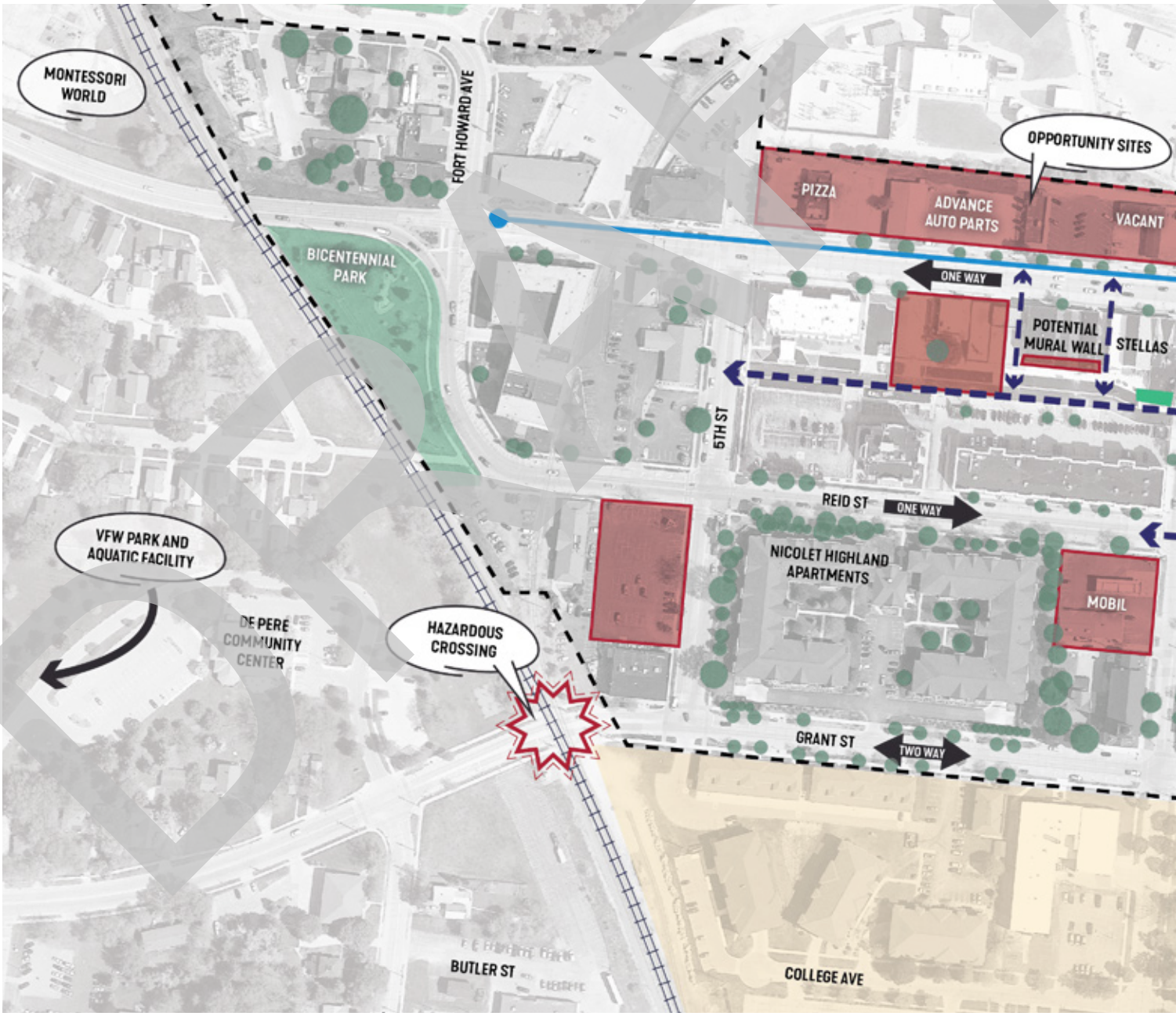
2.3 SITE OBSERVATIONS

De Pere's west downtown is primarily composed of two-story retail buildings along Main Avenue with surface parking lots. Main Avenue is a one-way state highway with four lanes which presents challenges to non-motorized circulation with wide crossings and busy through traffic. The city has recently prioritized walking and biking and has adapted the streetscape through enhanced intersections, mid-block crossings, and has demarcated these crossings with brick. Beyond 4th Street, downtown's energy dissipates due to a change of density to one-story structures and a change of use to primarily auto-oriented businesses.

A few recent improvements including accommodating outdoor dining and the art walk alley has created an impetus to improve the streetscape of Main Avenue while linking pedestrian traffic to the alleyways as a spine for circulation. Currently, the alleyways are a future opportunity, but currently lack consistent, well-lit walks with interest along the route.



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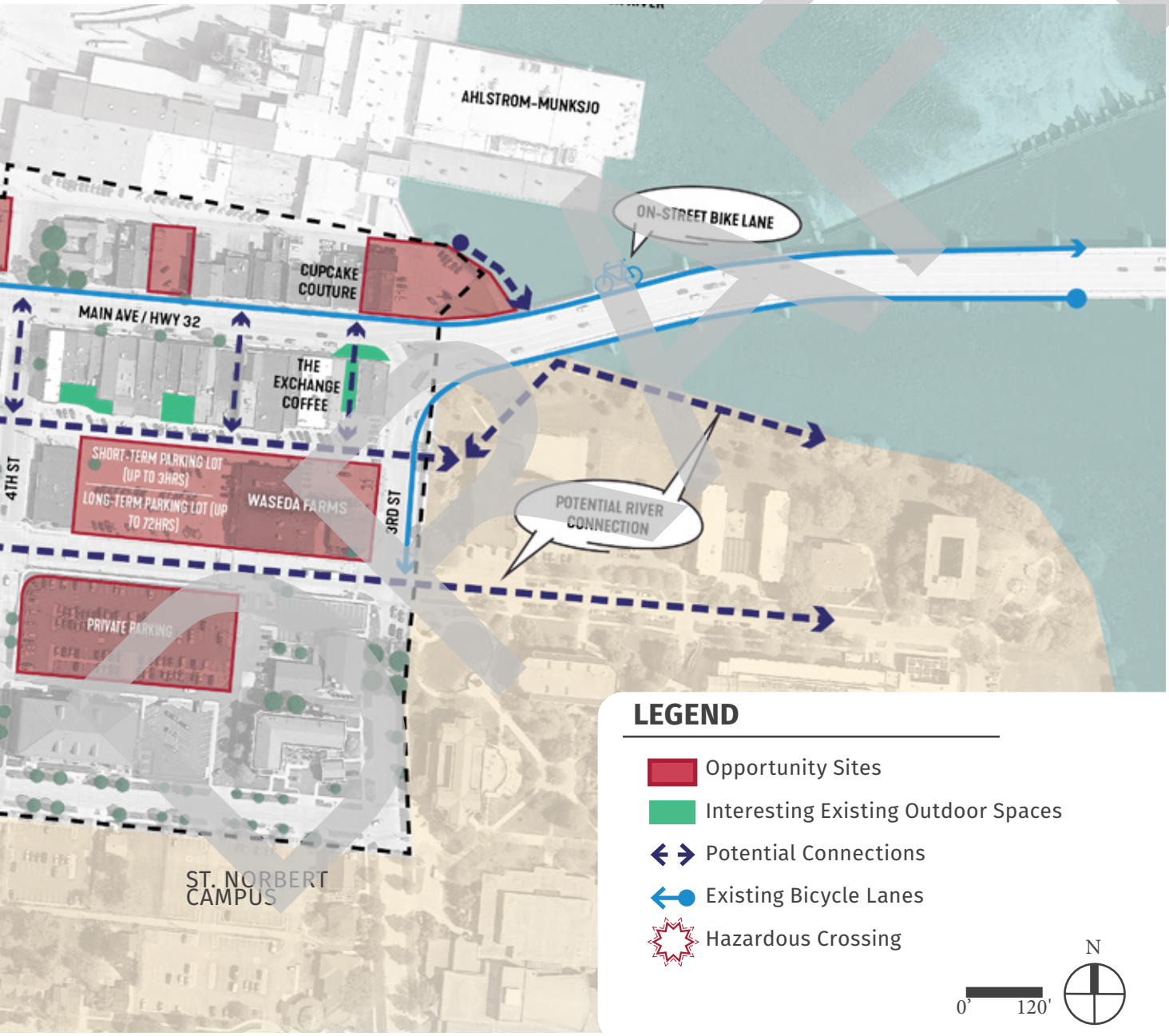
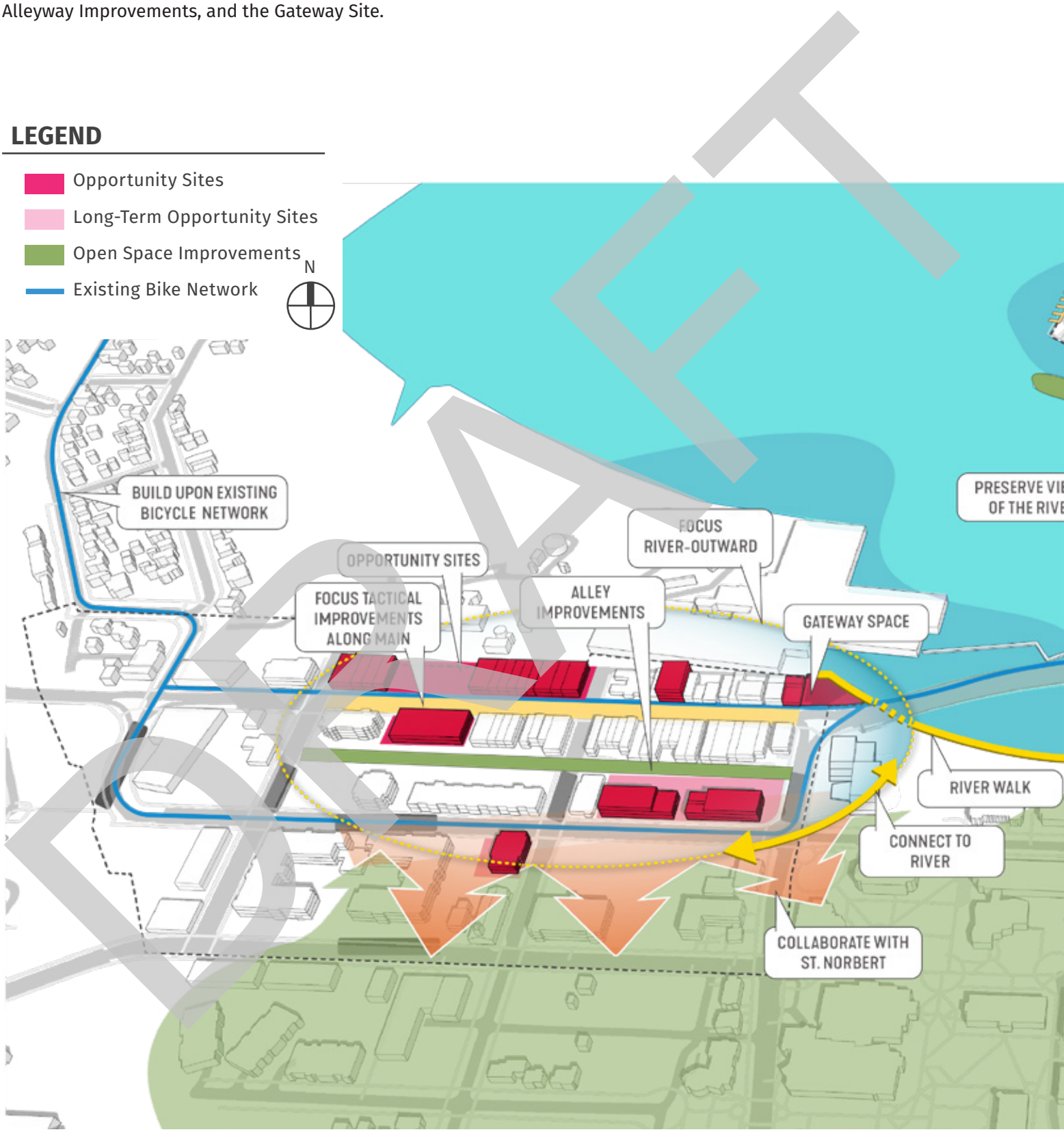
Parcels ripe for development dot Main Ave, including the gateway space at the river and parcels adjacent to the new hotel. Development along Main Avenue creates the opportunity to integrate prolific public spaces while fulfilling the necessary density of uses for a thriving downtown.

A bicycle route exists along Main from east downtown to from Ft. Howard Avenue where it currently terminates. A complimentary route heading east does not currently exist. Signature public spaces surround the downtown including Bicentennial Park and Lawton Park. The VFW and newly constructed aquatic facility are in proximity. Furthermore, west downtown is adjacent to the St. Norbert campus and plans should consider collaboration to provide public access to the river on campus.



3.0 FINAL RECOMMENDATIONS

Recommendations are organized into three categories: Public Realm Improvements, Redevelopment Recommendations, and the West Downtown Plan. The West Downtown Plan focuses on three subareas: Main Ave, Alleyway Improvements, and the Gateway Site.



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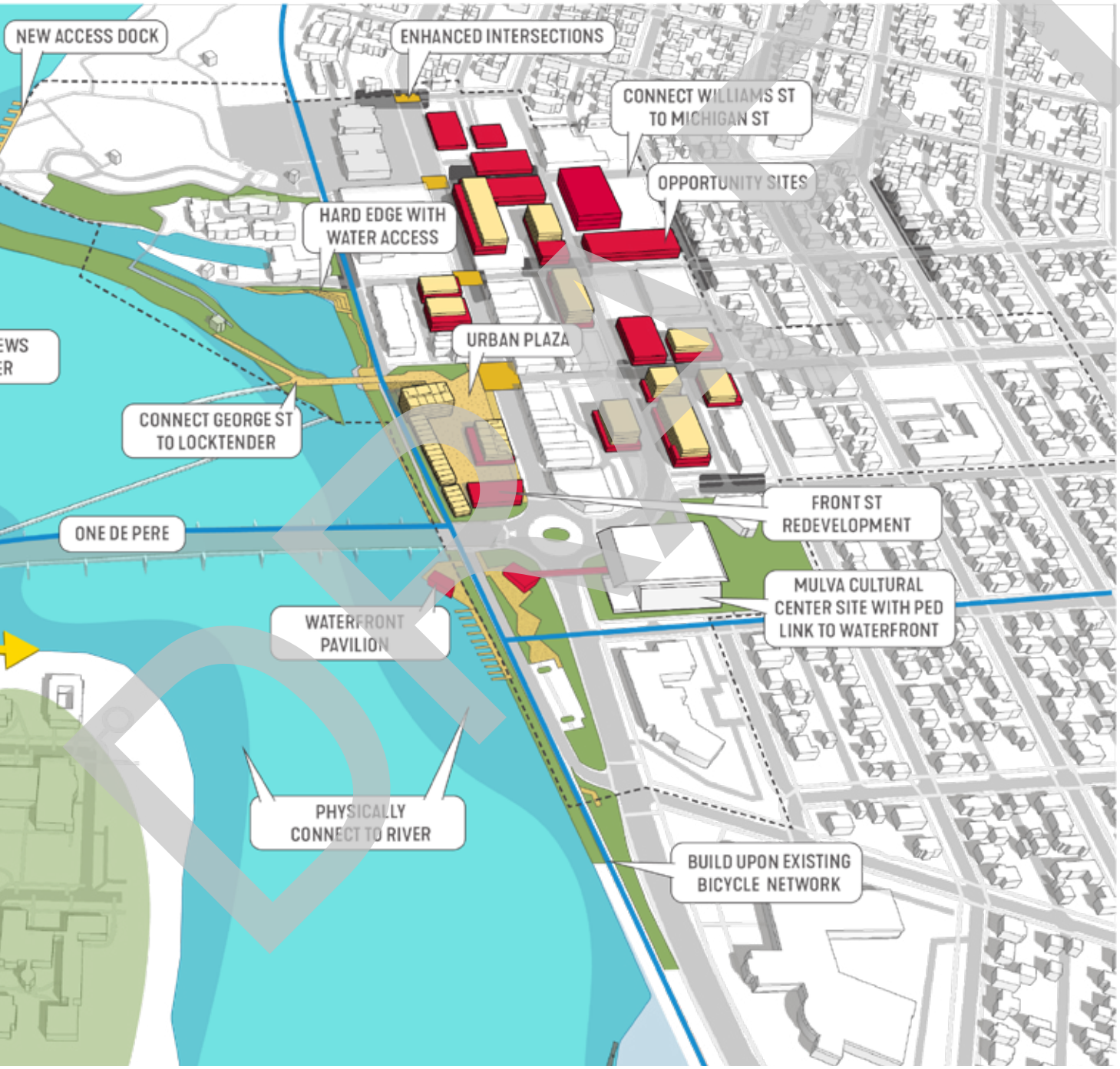

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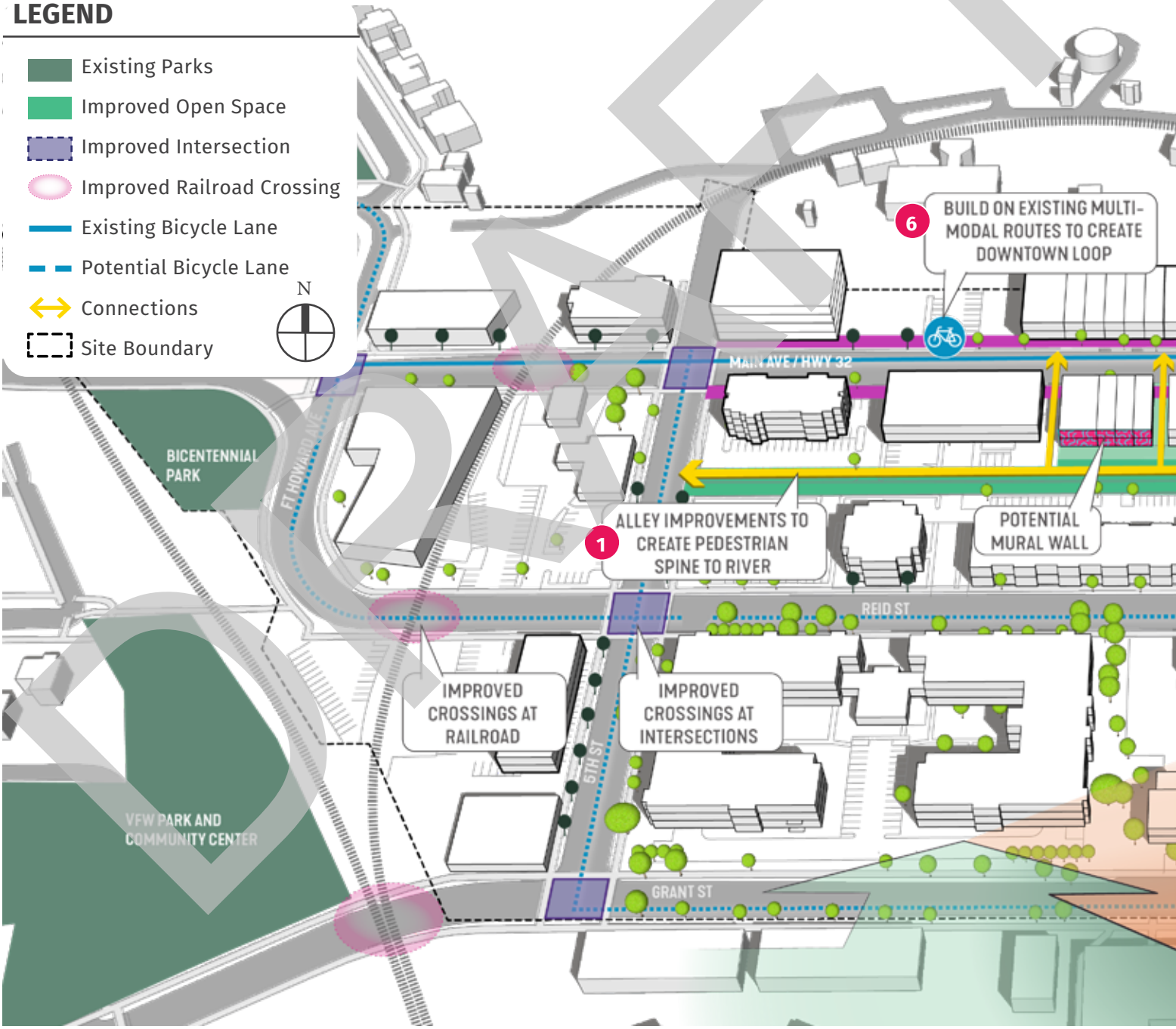
3.1 PUBLIC REALM RECOMMENDATIONS

West downtown has an abundance of public spaces including the VFW, St. Norbert campus, the Fox River. Knitting these together is a primary focus for downtown to improve pedestrian mobility, to develop a flexible community open space plan, to link to the Fox River, and to prioritize alleyway improvements to create a continuous walkable spine. Furthermore, collaboration with St. Norbert would tie downtown open space to a larger network and allow access to the river via 3rd Street crossing or underpass at the bridge. Enhancing multimodal circulation downtown is also largely dependent on developing a safe biking route through resurfacing efforts, improved railroad crossings, and ADA compliant curb ramps along Hwy 32 from the bridge westward to 8th Street as part of the WisDOT Main Avenue and Reid Street Projects. For more information, visit WisDOT.



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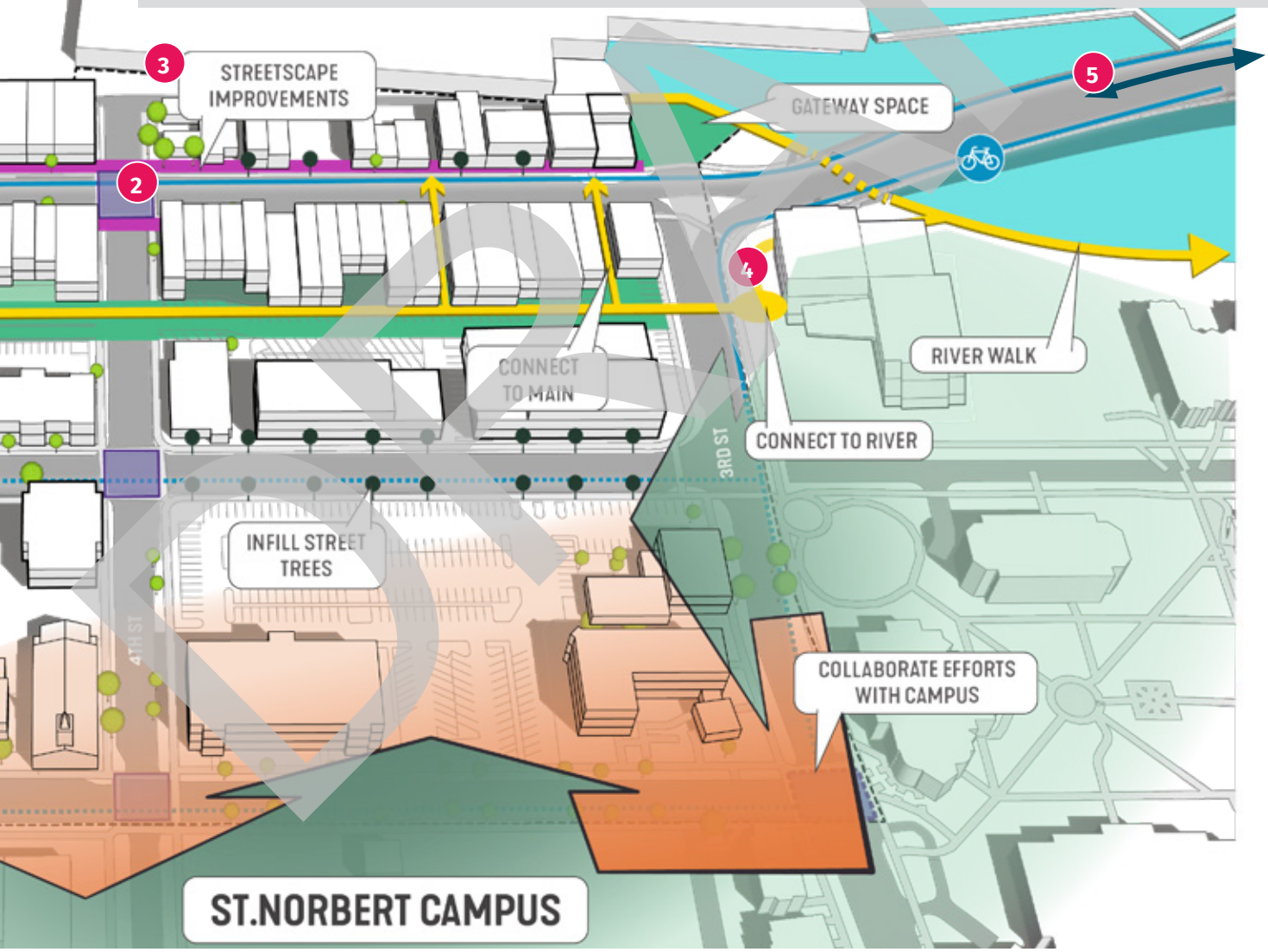
TO BE REPLACED BY DOWNTOWN MASTER PLAN AT ADOPTION OF MASTER PLAN

1. Implement Alley improvements between 3rd and 5th to improve connectivity through downtown (see subarea: alley improvements section for details)
2. Continue implementing streetscape improvements along Main Avenue to increase pedestrian comfort and support business: brick crossings and intersections, street trees, and integrating public art and mural walls (see subarea: main street for details)
3. Use tactical approaches along Main Avenue such as reallocating parking spaces and utilizing amenity zones for dining and retail, adding furnishings, bike parking, and seasonal flower baskets
4. Provide visual and physical connections to the river
5. Create a unified 'One De Pere' brand with a common wayfinding, signage and furnishings package
6. Create a network of non-motorized routes to link downtowns destinations and open spaces:
   - Modify cross-section along 5th street to allow bicycle lanes in each direction with 3' min buffer space
   - Extend bike lane along Grant in eastward direction to connect to THE bicycle lane along 3rd Street. This strengthens connections to the east downtown and the river by connecting to the bike lane to the bridge
   - Continue extending the bicycle network WESTWARD to link west downtown with nearby amenities such as VFW Park and Aquatic Facility, the De Pere Community Center, and West High School



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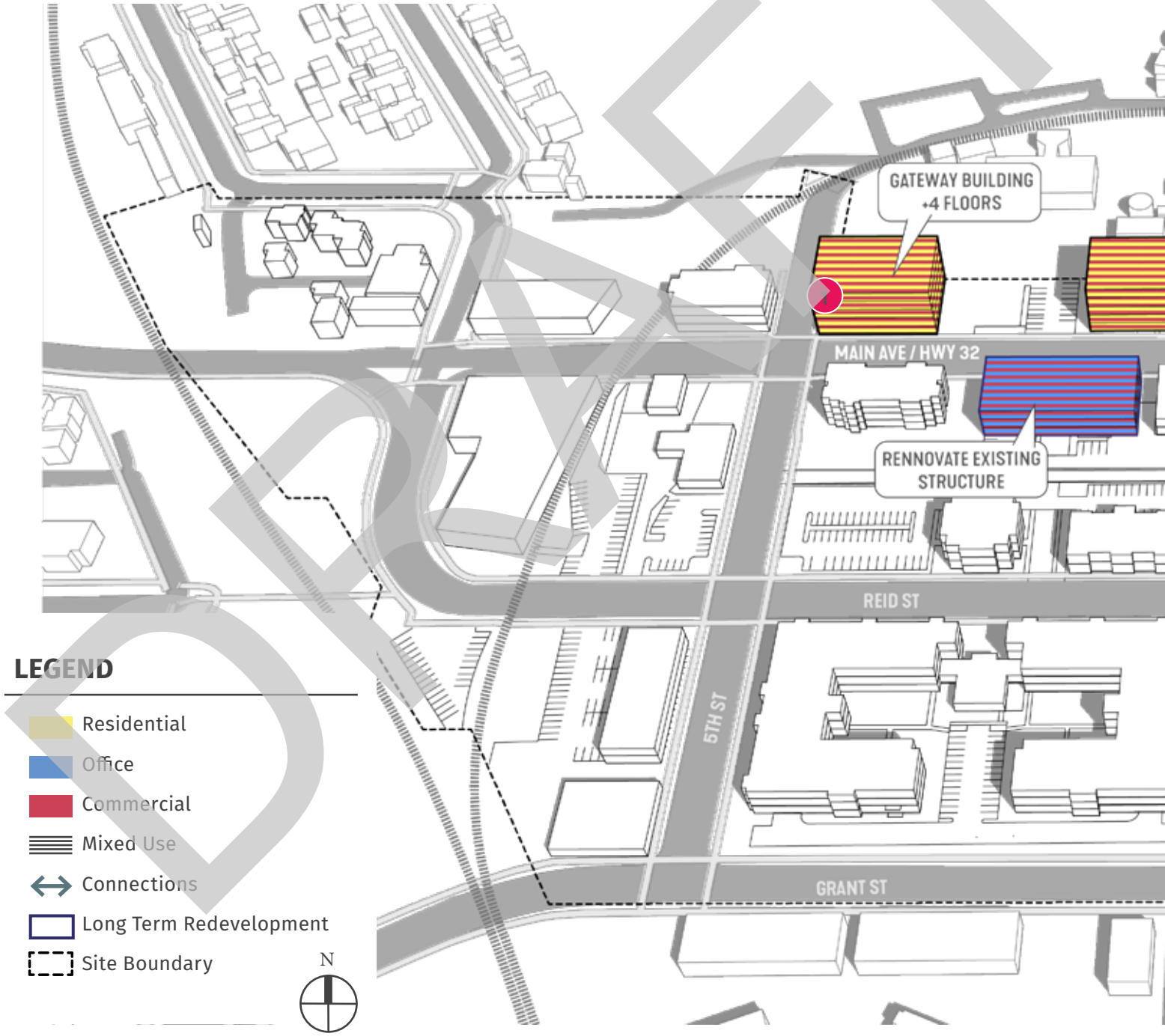
3.2 REDEVELOPMENT RECOMMENDATIONS

As downtown continues to grow, the city should seek dense, infill development primarily along Main Street to strengthen the sense of downtown, promote walkability, and activate the core of the west downtown district. Infilling the existing parking lots and low-density, auto-oriented businesses with mixed-uses including residential and office space, will create an engaging ground-level at all-times of day and extend the feel of the downtown to 5th Street. Coupled with the hotel at Main and 5th, a prominent +5 floor building would anchor the downtown and create an architectural gateway as you enter from the west. Consider consolidating parking into a parking structure along Reid between 3rd and 4th Street. This building should be mixed use and link to the proposed alleyway improvements.



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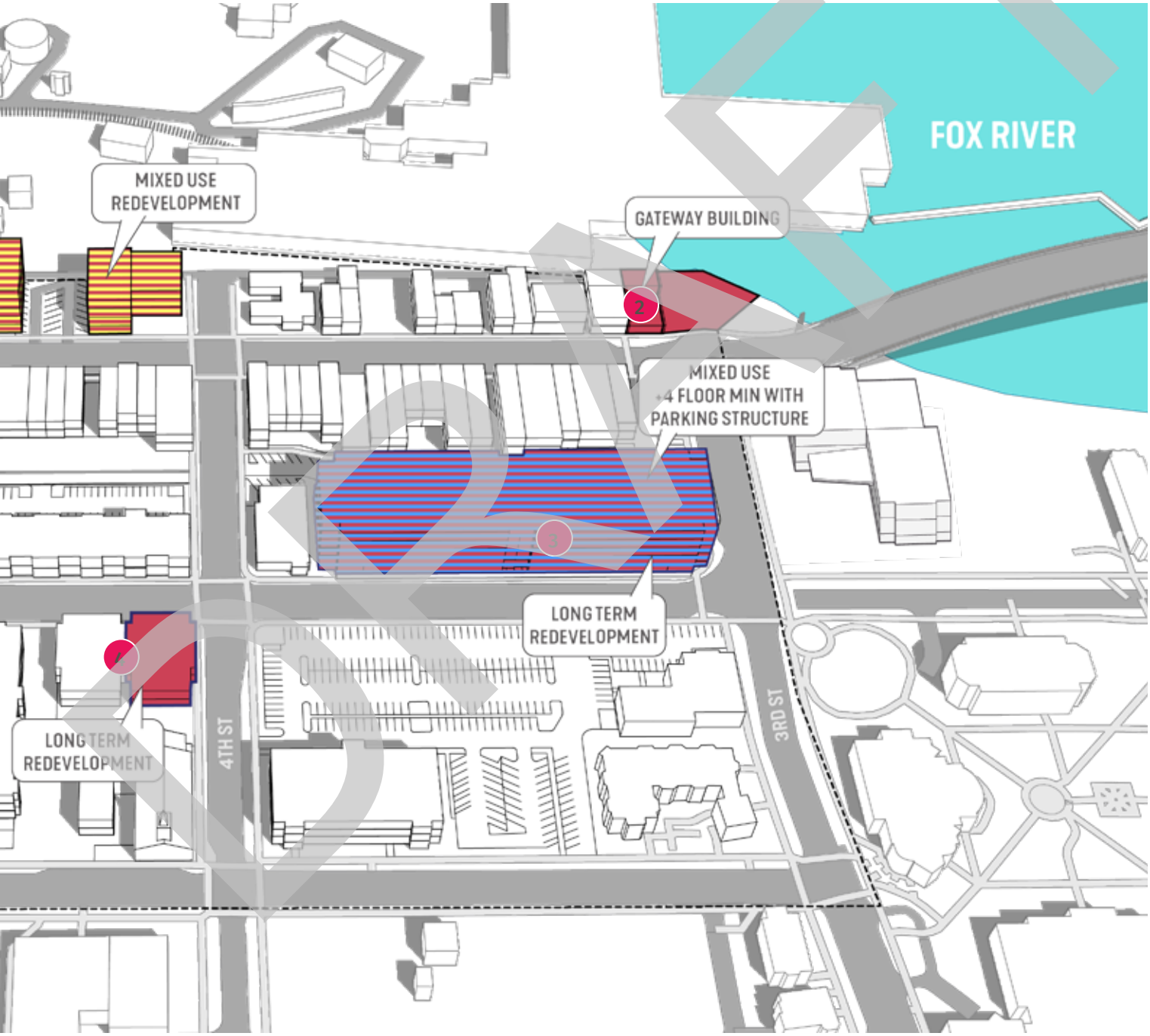
TO BE REPLACED BY DOWNTOWN MASTER PLAN AT ADOPTION OF MASTER PLAN

1. Develop the mid-block of Main between 4th and 5th to extend the feel of the downtown. Consolidate this block into a dense mixed use development that complements the incoming hotel in terms of scale and materiality
2. Explore development opportunities for a gateway site
3. Explore mixed use structure with parking with activated ground level retail
4. Redevelop the gas station site long term



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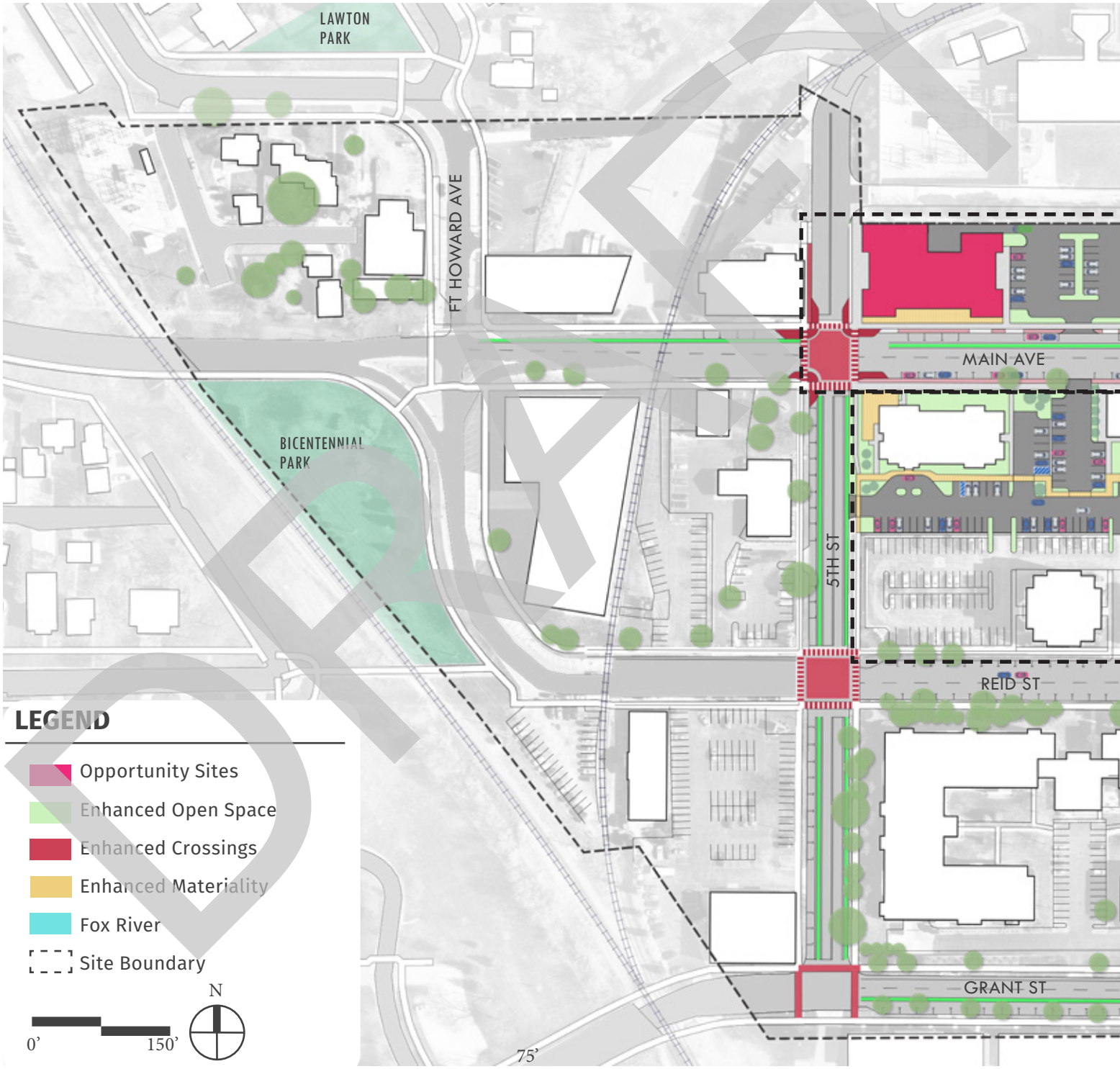
3.3 WEST DOWNTOWN PLAN

The preferred West Downtown Plan builds upon the goals of the community and city by prioritizing redevelopment on opportunity sites along Main Ave, improving Main's streetscape, and improving alleyways to bolster non-motorized circulation between the river and downtown. The plan builds upon past efforts to strengthen the pedestrian fabric by reconceptualizing the alleyways as a circulatory spine, continuing to improve the streetscape for pedestrian comfort, and safe crossings to stitch downtown, the Fox River, and campus into a seamless network. The plan is broken into three subareas focusing on improvements to Main Ave, the gateway site, and the alleyways.



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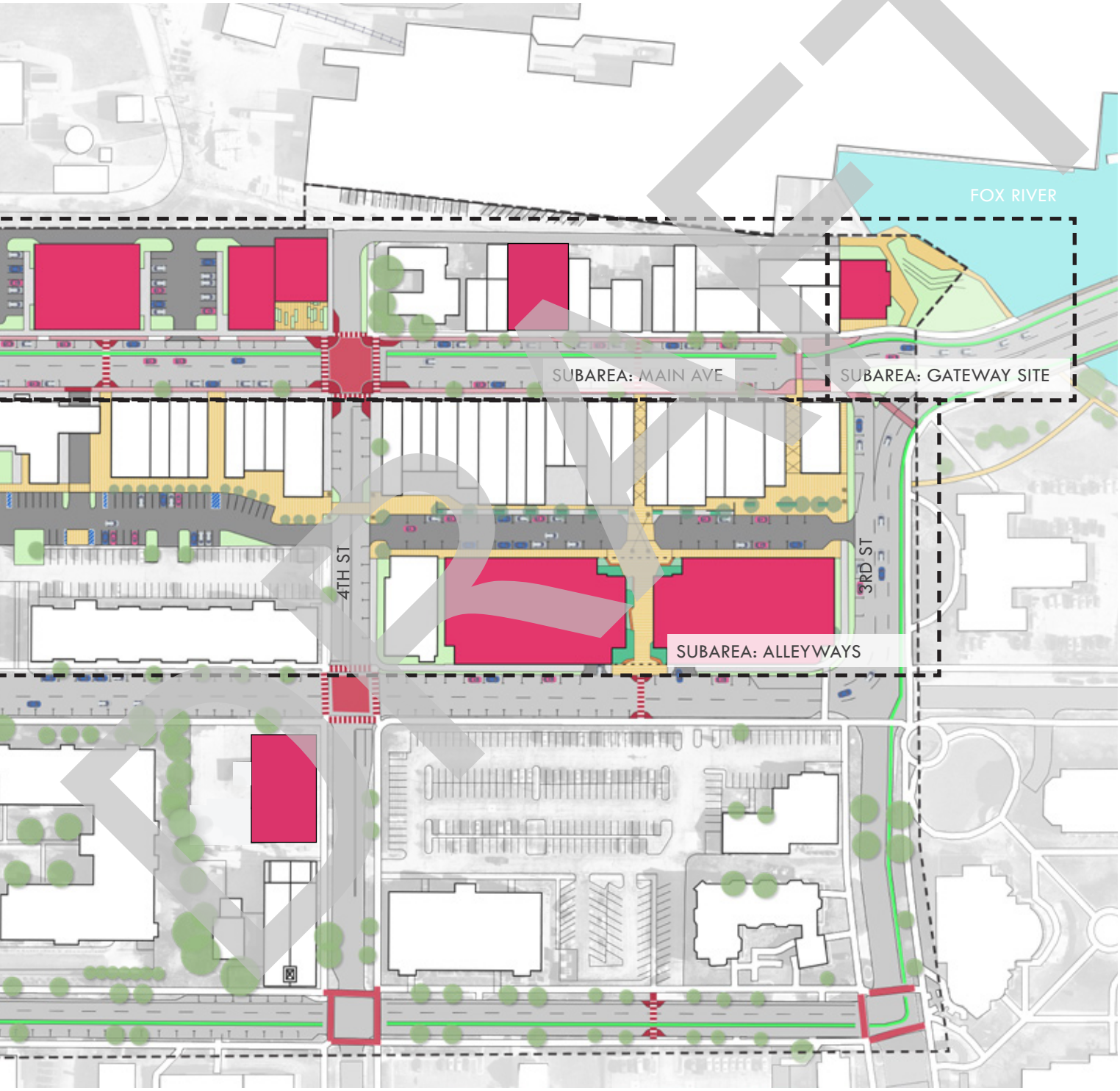
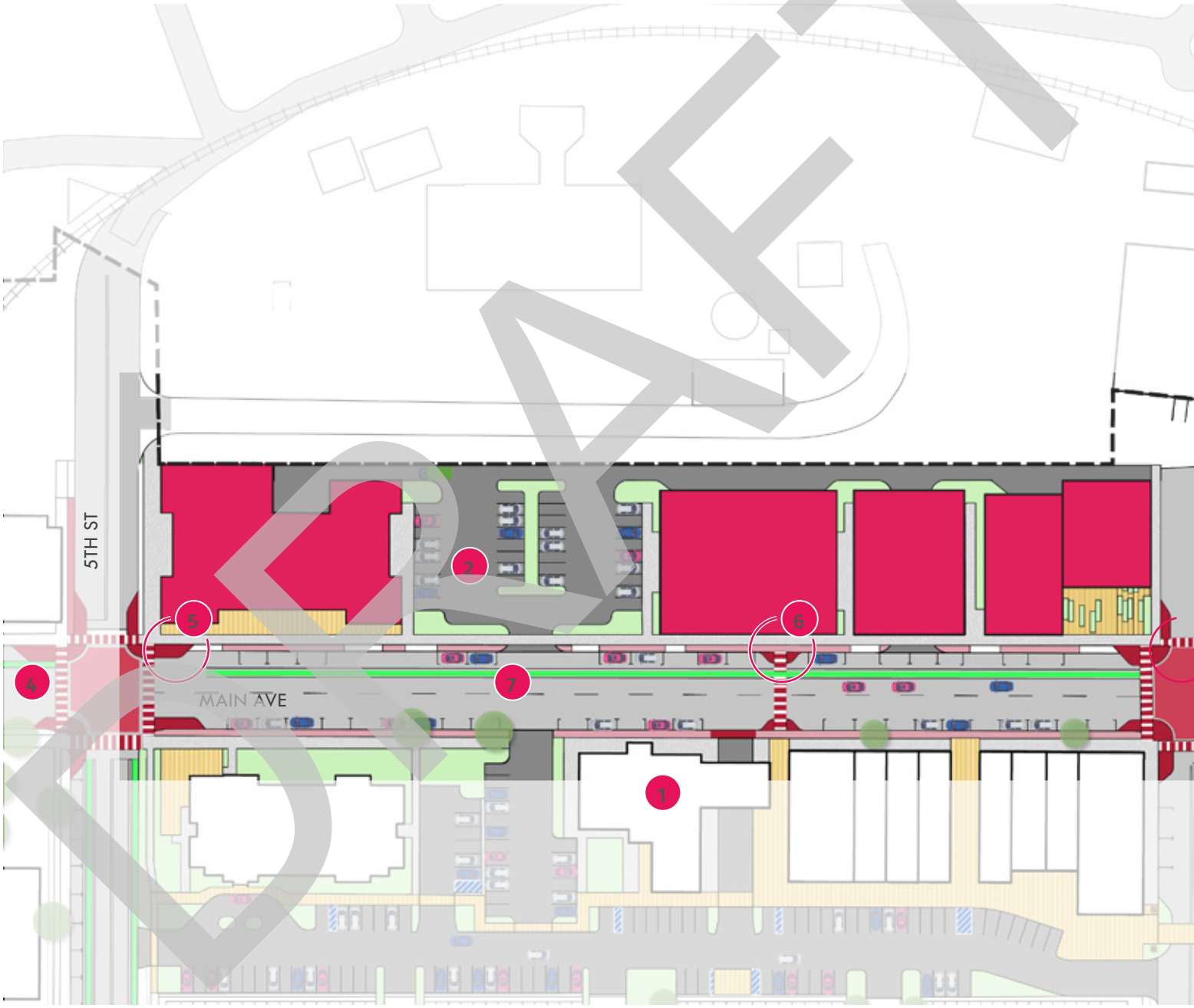
TO BE REPLACED BY DOWNTOWN MASTER PLAN AT ADOPTION OF MASTER PLAN



SUBAREA: MAIN AVE.

Serving as the main thoroughfare in west downtown, Main Ave's improvements are most visible and have the most transformative impacts long term. Currently, Main's classification as a State Highway with one-way directional traffic limit the types of interventions in the immediate to include streetscape improvements and identifying opportunity development parcels to extend the look and feel of downtown.



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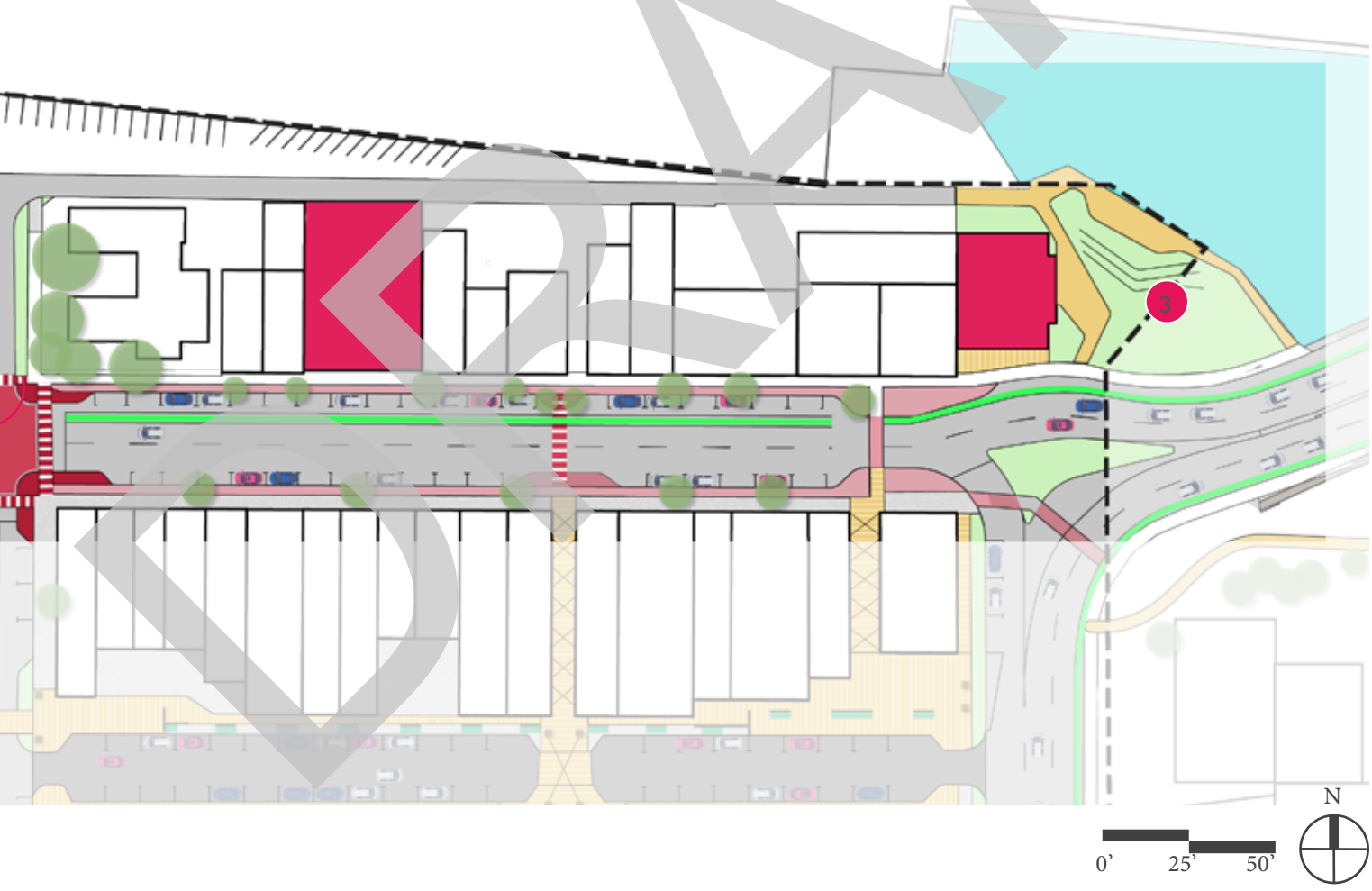
TO BE REPLACED BY DOWNTOWN MASTER PLAN AT ADOPTION OF MASTER PLAN

CONTINUE TO DEVELOP THE CITY'S DOWNTOWN AS A VIBRANT DESTINATION WITH A MIX OF RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL USES

1. USE THE FORMER BANK BUILDING AS AN OPPORTUNITY DEVELOPMENT SITE TO COMPLEMENT THE NEW HOTEL. USE THE ADJACENT N-S ALLEYWAY AS A CONNECTION TO MAIN AVE. CONSIDER REMOVING THE DRIVE THRU LANES AND PARKING TO CREATE AN OUTDOOR PLAZA OR GREENSPACE
2. BALANCE DEVELOPMENT WITH PARKING DEMAND. FORMALIZE SURFACE PARKING LOTS ALONG THE NORTH SIDE OF MAIN BETWEEN DEVELOPMENT SITES
3. CREATE RIVER ACCESS BY DEVELOPING THE GATEWAY SITE INTO A RENOVATED MIXED-USE BUILDING WITH COMMUNITY OPEN SPACE ALONG THE WATER. PROVIDE A PROGRAMMABLE OPEN SPACE WITH A PATH ALONG THE RIVER THAT EXTENDS SOUTH UNDER THE BRIDGE
4. EXTEND BIKE LANE BEYOND 5TH STREET TO CONNECT TO PLANNED ROUTE AT FT. HOWARD AVE
5. CONSTRUCT BUMP OUTS ON MAIN AVENUE AT INTERSECTION OF 400 AND 500 BLOCKS
6. INCORPORATE MID-BLOCK CROSSING ON MAIN AVENUE BETWEEN 4TH AND 5TH STREET. ALIGN CROSSWALK WITH ALLEYWAY ACCESS
7. PAINT BICYCLE LANES GREEN



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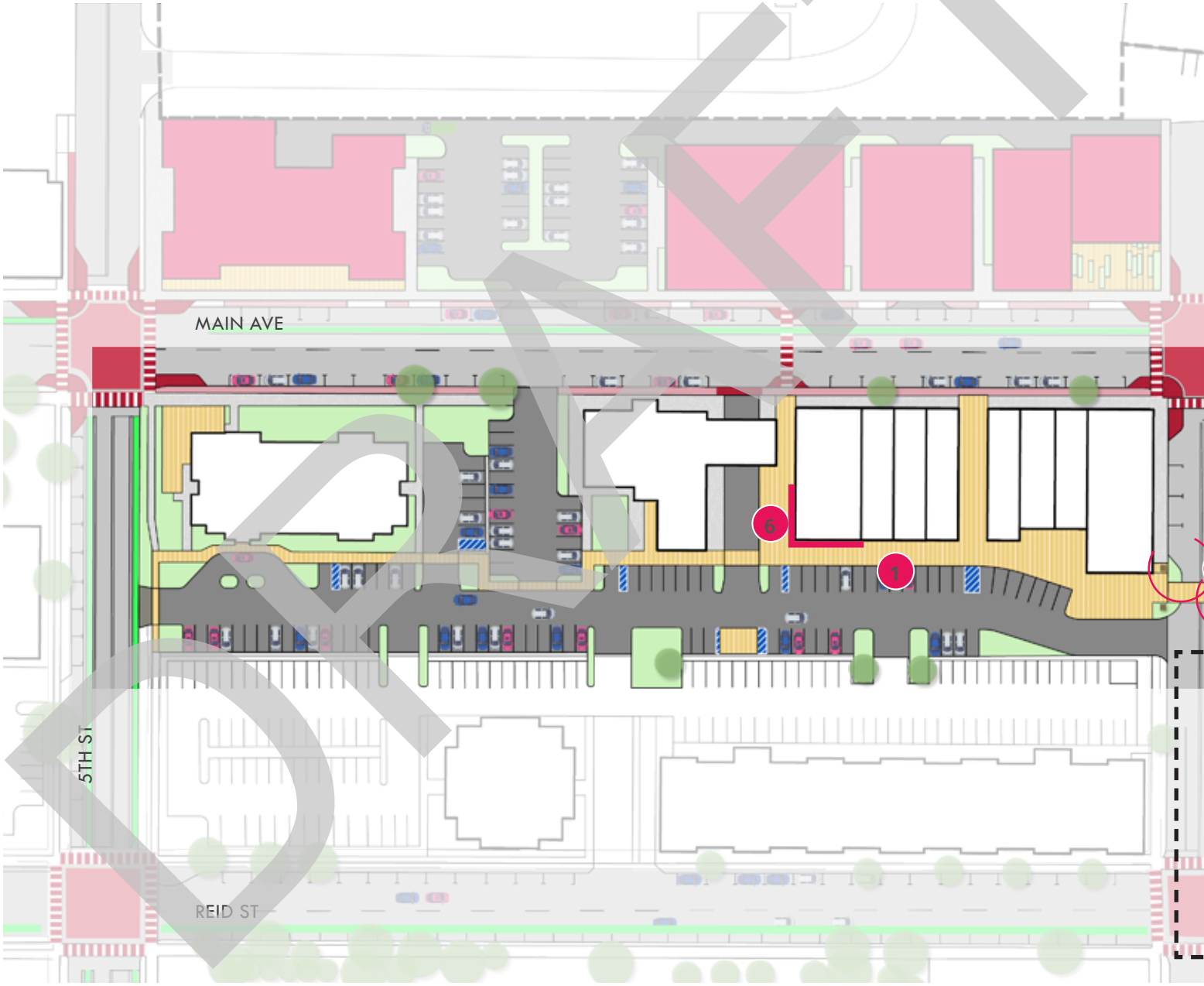
SUBAREA: IMMEDIATE ALLEYWAYS IMPROVEMENTS

Transforming the alleyways from vehicular-centered traffic to a pedestrian spine will activate the backside of the commercial buildings, promote foot traffic, create places for people to occupy for dining and retail, and create a walkable corridor through downtown to the river. Immediate improvements establish a walkable network while reorienting stalls to maximizing surface parking. Integration of stormwater and art features establish a sensibility toward water management and green infrastructure close to the Fox River.



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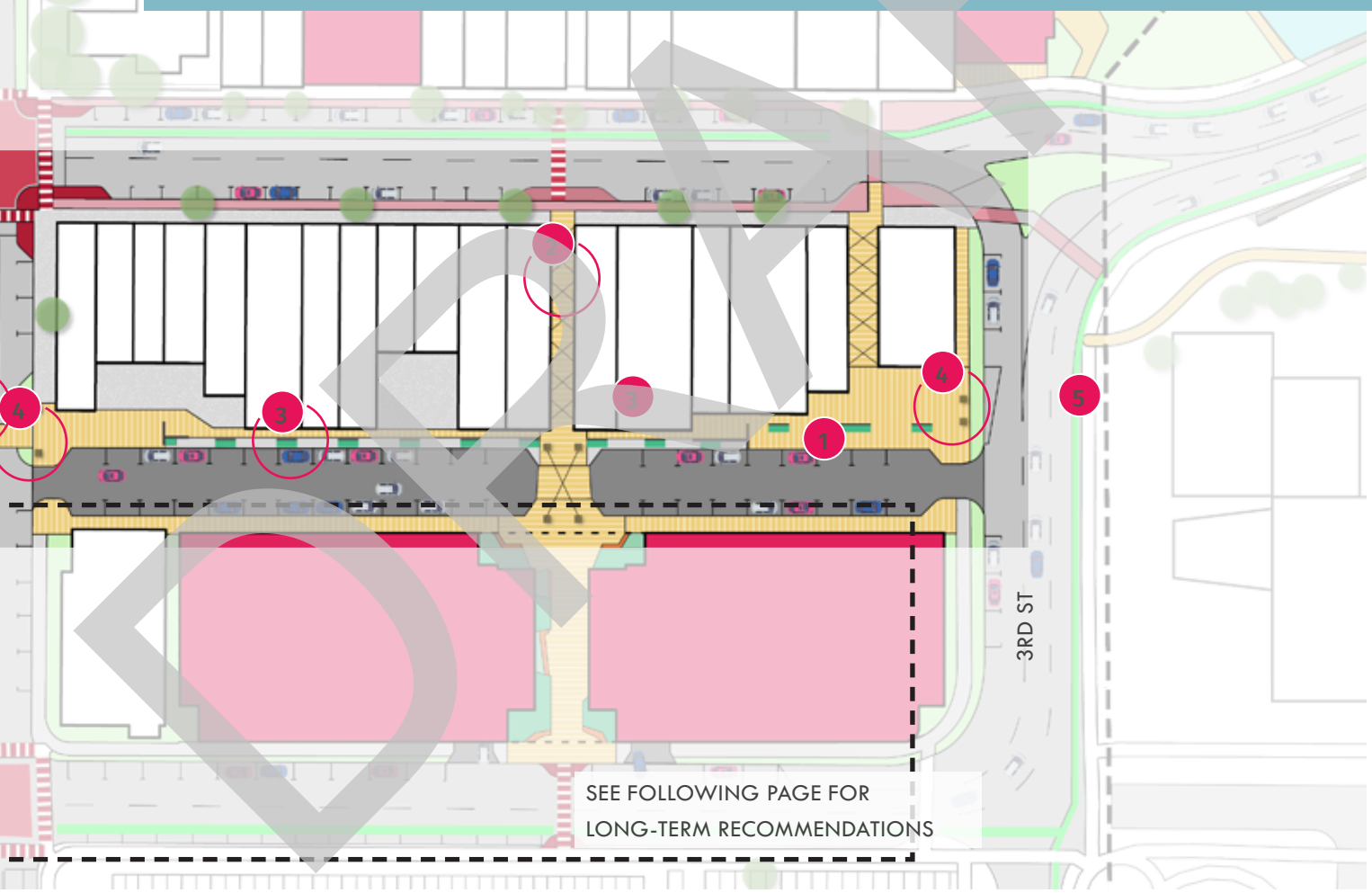
TO BE REPLACED BY DOWNTOWN MASTER PLAN AT ADOPTION OF MASTER PLAN

CREATE A PEDESTRIAN SPINE BY IMPROVING ALLEYWAYS BETWEEN 3RD AND 5TH STREETS.

1. INCLUDE PERPENDICULAR PARKING ALONG THE NORTH SIDE OF THE ALLEY WEST OF 4TH AND PARALLEL PARKING EAST
2. INCLUDE PERMANENT, LANDSCAPED, AND LIGHTED PATHS BETWEEN BUILDINGS AND REAR-FACADE PARKING AREAS. PROVIDE OVERHEAD CATENARY LIGHTING IN THE ALLEYWAYS EXTENDING TO MAIN STREET. USE THE N-S ALLEYWAYS TO SUPPORT BUSINESSES WITH OUTDOOR DINING OR PUBLIC ART DISPLAYS. PROVIDE ADEQUATE LIGHTING AND SECURITY CAMERAS IN THESE AREAS
3. INTEGRATE AREAS FOR STORMWATER CAPTURE THROUGHOUT PARKING AND PEDESTRIAN ZONES. USE THESE AREAS FOR DENSE PLANTINGS, LIGHTS, AND FURNISHINGS. USE MATERIALS, LIGHTS, FURNISHINGS, AND SIGNAGE CONSISTENT WITH THE DOWNTOWN BRAND
4. CREATE A SERIES OF THRESHOLDS AT ALLEY ENTRANCES WITH A MONUMENT, LIGHTING, SIGNAGE, OR ART. USE LIGHTING AND ART AS A MEANS TO DIRECT CIRCULATION TO AND FROM THE RIVER
5. EXTEND A SAFE CROSSING AT 3RD STREET ALIGNED WITH THE ALLEY TO PROVIDE RIVER ACCESS
6. IDENTIFY AREAS FOR PUBLIC ART INCLUDING A MURAL WALL



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SUBAREA: LONG TERM ALLEYWAYS IMPROVEMENTS

The site is currently home to a grocery store and roughly 100 parking stalls servicing the existing grocery and businesses along Main Street. Due to its centralized location and the redevelopment of the alleyways, this parcel is a key for the success of the west downtown providing opportunities to activate the alleyways with a mix of uses including retail, grocery, or dining options while providing a parking solution to an increasingly dense downtown.

Building use drives parking demand with some uses having higher requirements than others, such as grocers having a higher demand than retail or housing. These uses also have peak demands at different times of day, and parking swaps should be considered. For instance, a grocery has higher demand for parking than residential and at different times of day, so these two uses could potentially swap parking stalls.

CONCEPT A - PARKING GARAGE + DEVELOPMENT

- Parking garage as a separate structure from the development; parking could be build independently
- Angled floor plate with one way circulation
- Maximal efficiency in the layout with straightforward construction
- Six total levels of parking with two subterranean levels accessed from the alleyway and also along Reid Street.
- Ground level grocer or retail to activate Reid Street and alleyway

Parking provided: ~**600 stalls (~100/ floor)**

Parking demand from development if ground floor is grocer: ~**515 stalls**

Parking demand from development if ground floor is retail: ~**415 stalls**

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TO BE REPLACED BY DOWNTOWN MASTER PLAN AT ADOPTION OF MASTER PLAN

CONSIDER BUILDING A PARKING GARAGE IN A CENTRALIZED LOCATION TO BALANCE FUTURE DEVELOPMENT WITH PARKING DEMAND.

- PARKING GARAGE SHOULD INCLUDE A RETAIL PLINTH TO ACTIVATE THE STREET AND ALLEYWAY WHILE HOLDING THE CORNER OF REID AND 3RD STREETS
- GARAGE SHOULD BE ACCESSIBLE FROM BOTH REID STREET AND THE ALLEYWAY
- SEEK PUBLIC-PRIVATE PARTNERSHIPS TO MEET PARKING NEEDS OF THE DEVELOPMENT WHILE PROVIDING PUBLIC PARKING

CONCEPT B - INTEGRATED DEVELOPMENT

- Parking structure integrated into the building with retail plinth and dedicated parking access
- Flat floor plate with internal ramping
- Separate entries for residential vs. retail parking
- Six total level of parking with two subterranean levels dedicated to residents
- Grocery drop off and parking at grade with 3 floors above for retail/ grocer + public
- Flat floor plate allows for floor conversion to another use in future

Parking provided: ~**550 stalls** (~100/ floor with 50% of ground floor being retail)

Parking demand from development if ground floor is grocer + retail: ~**550 stalls**

Parking demand from development if ground floor is all retail: ~**450 stalls**

DRAFT

SUBAREA: THE GATEWAY SITE

The open space at the landing expands the perception of downtown to include the Fox River. The open space transforms and existing parking lot into a gathering point for social interaction, casual recreation, or formalized events. It enhances the character of the downtown through a green connection along the river opening access, promoting river engagement, and capitalizing on views of the water and east downtown. This space can be considered in a number of ways including anchoring downtown with building mass or remaining as a community-oriented open space focused on hosting events or serving as an ecologically-focused space on the water. The following concepts explore these ideas.

UTILIZE THE BRIDGE LANDING TO CREATE AN ACCESSIBLE RIVERFRONT.

- PROVIDE FLEXIBLE PROGRAMMABLE SPACE ALONG THE WATER
- CAPITALIZE ON THE RIVERS VIEWS WITH BOARDWALKS OR VIEWING PLATFORMS
- INTEGRATE STORMWATER MANAGEMENT TO CAPTURE AND TREAT WATER BEFORE ENTERING THE RIVER

CONCEPT A - ECOLOGICAL LANDSCAPE

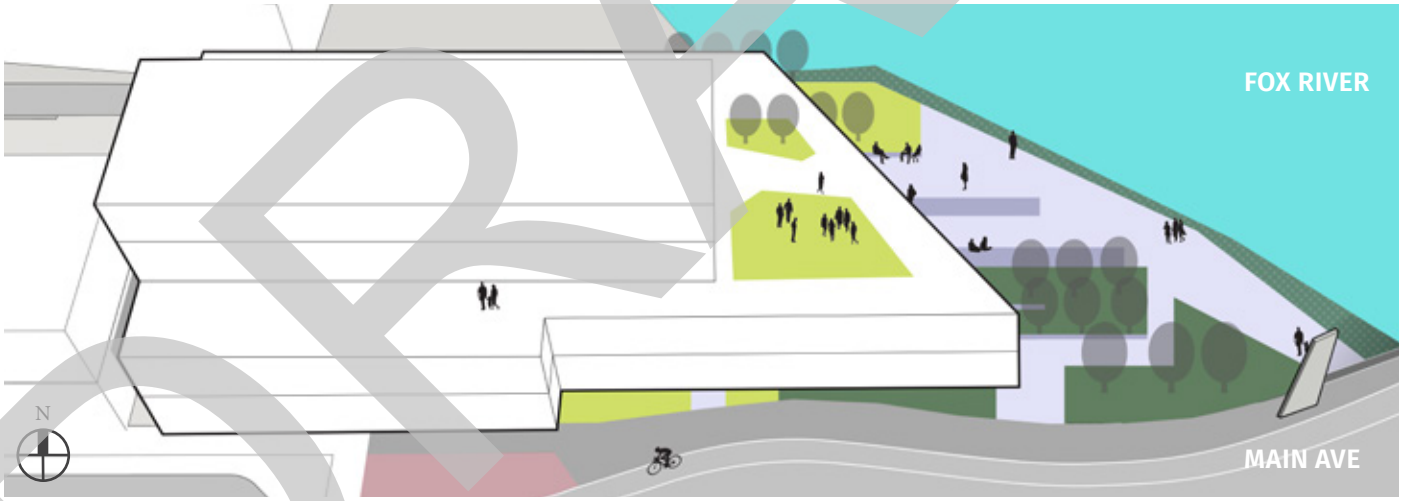
This space could serve as an ecological green space with structured stormwater features treating water from adjacent roadways and buildings before entering the Fox River. This is a high performance landscape with a diversity of native vegetation, an overhead canopy for nesting birds, and a restored shoreline for aquatic habitat. A boardwalk engages the water emphasizing the restoration efforts along the shoreline, provides water for interaction such as fishing or kayaking, and maximizes views toward east downtown.

DRAFT

TO BE REPLACED BY DOWNTOWN MASTER PLAN AT ADOPTION OF MASTER PLAN

CONCEPT B - FLEXIBLE COMMUNITY GREEN

This concept creates an upper gathering space at street level relating to downtown with a second plaza at a lower level developing a strong relationship to the water. The lower plaza can host a band or event with terraced walls cut into the sloping lawn. The gently sloping lawn between hardscape plazas creates space for flexible programming such as informal recreation or gathering for community events.



CONCEPT C - MIXED USE REDEVELOPMENT

This highly visible redevelopment site serves as an architectural gateway to west downtown. This space is formalized orthogonally tying the new development site directly with the river through bands of pavement, lawn panels, and an organized bosque. This directs all views eastward toward Fox River and to east downtown beyond. A new building provides opportunities to occupy or program an elevated patio space overlooking the new park space.

DRAFT

City of De Pere, Wisconsin **1.17**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Development Services
FROM:	Daniel Lindstrom, Development Services Director
SUBJECT:	Resolution #25-73 Authorizing Amendment to AIA Document B101-2017 Standard Form of Agreement with GRAEF-USA, Inc. for Public Parking Structure at 230 N Wisconsin St (ED-875).
RECOMMENDED ACTION:	On June 10, 2025, the Finance and Personnel Committee unanimously recommended approval of the contract amendment.

See attached memo.

ATTACHMENTS:
1. Parking Structure 30% Design Review Memo, Reso25-73, City of De Pere Additional Services - Pressure-meter testing, Exhibit A - Revised Redevelopment Site Master Plan, Exhibit B - Parking Structure Site Area Plan and Layout (GRAEF), Exhibit C - Parking Struture DRAFT Elevations (BS), Exhibit D - Parking Structure DRAFT Cost Estimate (Miron)

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: June 10, 2025

RE: **Consideration and Possible Action on the Review of the 30% Design Phase of the Downtown Parking Structure in connection with the Redevelopment of the former Shopko Site.**

Recently, the City entered into an agreement with developers to redevelop a former Shopko retail store. The preliminary redevelopment project includes approximately 27,800 square feet of retail space, 27,500 square feet of office and commercial space, 110–130 apartment units, 20–30 condominium units, and a 90-room hotel (75,000 square feet). The development will also feature a publicly accessible walkable plaza, private structured parking stalls, and reconstruction of the 200 block of N Wisconsin ST and the re-establishment of the 500 block of William ST. Additionally, the City will construct a publicly owned parking structure to enable further development of surrounding public parking lots into mixed-use sites.

Conceptual exhibits, including renderings of the parking structure, are attached as Exhibit A. The first two buildings are scheduled to break ground in spring/summer 2025. With a private construction value of nearly $90 million, the total project could contribute $60–$70 million in assessed value growth over the next five years, with additional growth from surrounding developments. Since 2023, the City has engaged Walker Consultants to modernize its parking systems, focusing on:

- Theory of Parking Operations
- Parking Garage Theory of Operations
- Financial analysis of the parking garage, including capital costs, debt issuance projections, and O&M projections over 25 years.

Additionally, the City has collaborated with GRAEF and Berners Schober on the design of the public parking structure and recently engaged Miron Construction as a Construction Manager at Risk (CMaR) to control costs for the parking ramp. Staff presented the RFPs that selected these firms in December 2024 and January 2025. The project is currently in its 30% design phase, with ongoing data gathering, site fit studies, conceptual layouts, and meetings with City stakeholders to assess development constraints. The project is now being presented to the Committee for review and input. The City anticipated the following scope:

- Communicate with stakeholders and developer landowners;
- Exterior elevations and color samples;
- Access;
- Pedestrian and bicycle facilities;

- Streetscape: parking orientation, number of parking spaces, landscaping, lighting, amenities, etc.;
- The stormwater management system, which includes coordination with the Engineering Division to meet 40% TSS for the redevelopment site;
- Public utility considerations;
- Work with the City's parking consultant for proposed technology integrations for security and control systems; and
- Evaluation of enlarged footings to construct additional residential units on top of the parking structure, if desired.
- Prepare an engineer's cost opinion associated with the project's construction as described in the Scope of Services sections. Staff notes that a precast engineering analysis may be separate from the traditional Architectural, MEP (Mechanical, Electrical, Plumbing), and Civil Engineering for site development; as such, state within a proposal what is and is not included with the proposer's design estimate.

Design Constraints

City staff engaged with the Common Council, community members, and the developer throughout the initial term sheet process. Recognizing the importance of seamlessly integrating the parking structure into the downtown, staff prioritizes height, building materials, and color choices to ensure it complements the surrounding architecture—aligning with the overarching goal of "making it look more like a building and less like a parking ramp."

Another key consideration is designing the structure to be future-ready, incorporating EV charging expansion capabilities and automated systems such as Parking Access Revenue Control Systems (PARCS) and smart lighting. These features aim to minimize neighborhood impact and reduce staff workload, ensuring efficiency and sustainability for years.

Staff also evaluated the possibility of enlarging footings for future expansion in 25+ years. However, it was determined that the cost of enlarging footings, increasing electrical services, and planning for a potential sprinkler system for a ramp that might never be expanded was too high at the time.

30% Design Highlights

Size:	240' x 124'
Parking Stalls:	Approximately 250 stalls
Entry:	Single entry point from Wisconsin ST
Access:	Stairwells on SW and SE corners with elevator on SW corner
Levels	Partial level below ground, three levels above ground
Parking Alignment:	90-degree stalls with two-way traffic
North Façade:	Precast panel system, metal panel window surrounds and window grates
East Façade:	Precast panel system, embedded thin brick in precast, metal panel window surrounds and window grates, and stairwell
South Façade:	Precast panel system, embedded thin brick in precast, metal panel window surrounds and window grates
North Façade:	Precast panel system, embedded thin brick in precast, metal panel window surrounds, vehicle entry
Ventilation:	Open air
Sprinklers:	No, not required per code

Electric Vehicle Charging:	Yes, planned in the program
Lighting:	Smart lighting, is planned in the program (programmed and sensor dimmable)
Payment System:	Parking Access Revenue Control Systems (PARCS)
Landscaping:	To be planned on the east façade to buffer the neighborhood
Stormwater:	TBD, attempting to connect to the regional system.

30% Design Questions:

Cast-In-Place vs Precast System

A cast-in-place ramp has a longer lifespan and lower maintenance costs than a typical precast system. However, this durability comes at a cost—both in terms of budget and construction timeline. Cast-in-place systems are exposed to the elements and require a longer on-site curing period before construction can proceed to the next level. In contrast, precast panels are formed and poured in a controlled environment, then delivered to the site and assembled quickly. Unfortunately, precast systems require more frequent maintenance to protect joint lines and fasteners from corrosion.

GRAEF recommends a hybrid system that combines a precast structure with a cast-in-place top cap on the deck. This approach offers two key benefits:

- No exposed joint lines, resulting in lower annual maintenance costs.
- A quieter ride for vehicles, reducing noise impact on nearby residential areas.

The hybrid system is more affordable than a fully cast-in-place system but slightly more expensive than a standard precast system. According to the initial estimate, the hybrid concrete system costs approximately $5,350,000. A cast-in-place system would increase costs by 10–15%, whereas a precast system would initially reduce costs by 10–15%, though it would incur higher future maintenance expenses.

The precast system design incorporates thin/veneer brick embedded into the precast panel, making it a hybrid approach compared to a standard form liner with painted concrete or full-dimensional brick. Opting for full-dimensional brick would add $300,000 to $400,000 due to site setup and winter conditions. A precast, painted panel system would reduce the overall cost of concrete but increase initial staining labor and future restaining maintenance.

Staff Recommendation: A hybrid precast system with a cast-in-place cap.
Staff Recommendation: A hybrid precast system with embedded veneer brick.

Elevator

An elevator is not required due to the size and scale of the parking structure. However, considering the hotel amenities, roller luggage, and adjoining residential uses, the initial $250,000 investment would provide significant convenience for ramp users

Staff Recommendation: Include an elevator in the design and construction.

Additional Geotechnical Work

Graef is requesting additional scoping to include soil testing to assess whether rammed aggregate piles/piers would be a viable solution for the soft clay soils beneath the structure. If deemed feasible, this approach could result in earthwork savings of $150,000 to $200,000.

Staff notes that rammed aggregate piles/piers are being incorporated into the 550 West William ST multi-family development, making it a likely plausible solution for this project as well.

Staff Recommendation: Approve of design contract amendment in an amount of $15,000 to GRAEF to include additional geotechnical work for testing related to possible Rammed Aggregate Pier foundation system.

Moreover, the City is evaluating moving the structure 20' to the south and if possible would reduce the need for earth retention adjacent to 550 West William project – resulting in $320,000 in cost savings.

Budget

Staff initially anticipated borrowing $7,750,000 in 2025 for a 220-stall parking structure; however, this estimate was based on industry averages without accounting for site-specific parameters. The cost of amenities, site accommodations, soil conditions, and preferred aesthetics all contribute to construction costs and vary by location.

Miron's cost estimate ranges from $9,750,000 to $10,875,000. The site footprint and preliminary design, which aim to keep the structure above ground as much as possible, have allowed for an increase in total parking stalls to 250, up from the original 220. The additional 30 stalls account for $1,050,000 of the revised estimate.

Considering the potential cost reductions outlined earlier, staff anticipates the final cost of the parking structure to be between $9,500,000 and $9,750,000, or approximately $38,000 to $39,000 per stall, excluding design expenses.

Staff anticipates the majority of the funding to come from TIF, with the general fund assisting in the early years of the TID while new values are established. Staff will present the funding and 25-year proforma at the meeting.

RESOLUTION #25-73

AUTHORIZING AMENDMENT TO AIA DOCUMENT B101-2017 STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF DE PERE AND GRAEF-USA, INC.

WHEREAS, the City and GRAEF-USA, Inc. ("GRAEF") are parties to an AIA Document B101-2017 Standard Form of Agreement authorized by Resolution #25-22 for design and construction administration services for the design and construction of a public parking structure on City-owned Parcel No. ED-875 at 230 North Wisconsin Avenue; and

WHEREAS, GRAEF is recommending additional geotechnical work testing to assess whether a rammed aggregate pier foundation system would be a viable solution as a cost-saving measure for the overall project, pursuant to the attached Amendment Proposal; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is authorized and directed to execute the Amendment Proposal Between the City of De Pere and GRAEF-USA Inc. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents 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 15th day of July, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 06/10/2025

The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

GRAEF

collaborate / formulate / innovate

June 6, 2025

Daniel Lindstrom, AICP
Director of Development Services
City of De Pere
335 S. Broadway, De Pere, WI 54115

SUBJECT: City of De Pere Parking Facility – Pressure-meter Testing

Dear Dan:

We are very pleased to provide you with this proposal to amend our professional services. When accepted, this proposal will amend our Agreement dated February 24, 2025.

This proposal is for City of De Pere Parking Facility (Project). This proposal is subject to GRAEF's Standard Terms and Conditions, which were attached to our original proposal.

It is our understanding that the nature of the Project is provide full architectural and engineering design services for a 235-space parking facility in downtown De Pere.

For this Project, GRAEF proposed to provide the following additional Basic Services:

Pressure-meter testing, conducted by ECS Midwest, to determine the in-situ compressive strength of the soil in (3) or (6) locations to an achieve accurate result. The purpose of the test is to either eliminate or reduce the number of rammed aggregate piers required. There is a soft layer of clay approximately 50-feet down below grade which may pose a risk to the compressive strength and settlement of the structure. The pressure-meter tests will provide the necessary data to design an economical foundation system.

GRAEF will endeavor to perform the proposed additional Basic Services in accordance with a mutually agreed-upon schedule. The building location needs to be selected before the tests can be conducted.

GRAEF can provide the following Additional Services for additional compensation as detailed below:

- Provide (3) to (6) pressure-meter geotechnical tests conducted in bored holes at the bearing elevation of the foundation. The number of tests will be dictated by the results of the first tests. More variation creates uncertainty, which requires additional tests.

You agree to compensate GRAEF for all additional Basic Services noted above on an hourly rate and direct expense basis to an estimated additional maximum fee of $15,000.

To accept this proposal for additional Basic Services, please sign and date and return one copy to us. Upon receipt of an executed copy, GRAEF will commence work on the additional Basic Services for the Project.

Please call us at (414) 266-9156 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Jason L. Gross, PE, SE
Principal

Dan Komorowski, PE, SE
Associate

Accepted by:
City of De Pere

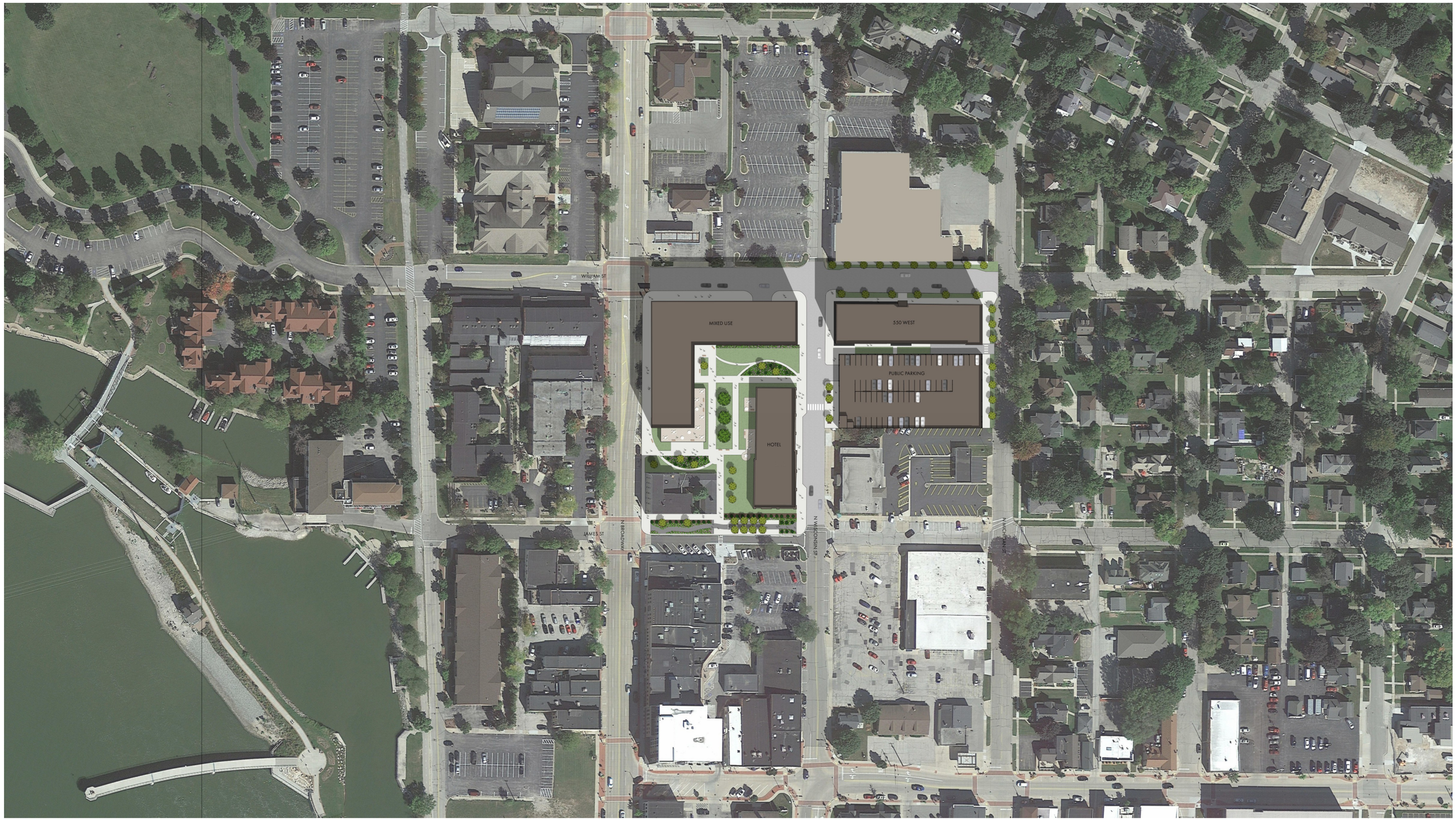
_____
(Signature)

_____
(Name Printed)

_____
(Title)

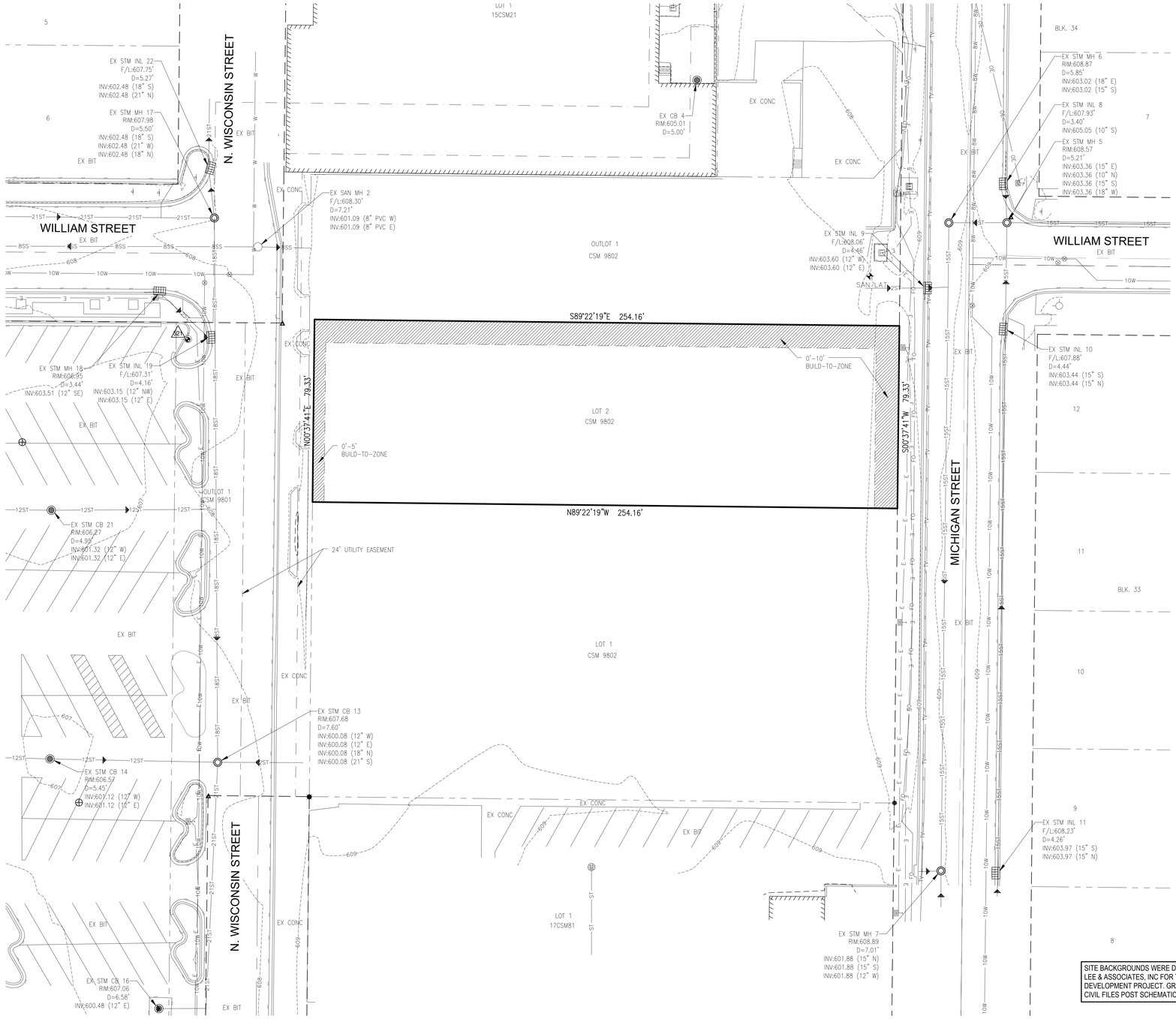
_____
(Date)

2025-0025



CONTEXT PLAN

SITE MASTER PLAN



SITE BACKGROUNDS WERE DEVELOPED BY ROBERT E. LEE & ASSOCIATES, INC FOR THE ADJACENT MIXED USE DEVELOPMENT PROJECT. GRAEF WILL PROVIDE SITE CIVIL FILES POST SCHEMATIC DESIGN PHASE.

A1 EXISTING SITE CONDITIONS PLAN
1" = 20'-0"

0' 5' 10' 20' 40'
SCALE: 1" = 20'-0"

GRAEF
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax

www.graef-usa.com

CLIENT:
DE PERE
CITY OF DE PERE
335 S. BROADWAY
DE PERE, WISCONSIN 54115

PROJECT TITLE:
DE PERE PARKING FACILITY
SHOPKO REDEVELOPMENT

200 N. WISCONSIN STREET
DE PERE, WISCONSIN 54115

ISSUE:
30% OWNER REVIEW SET - NOT FOR CONSTRUCTION

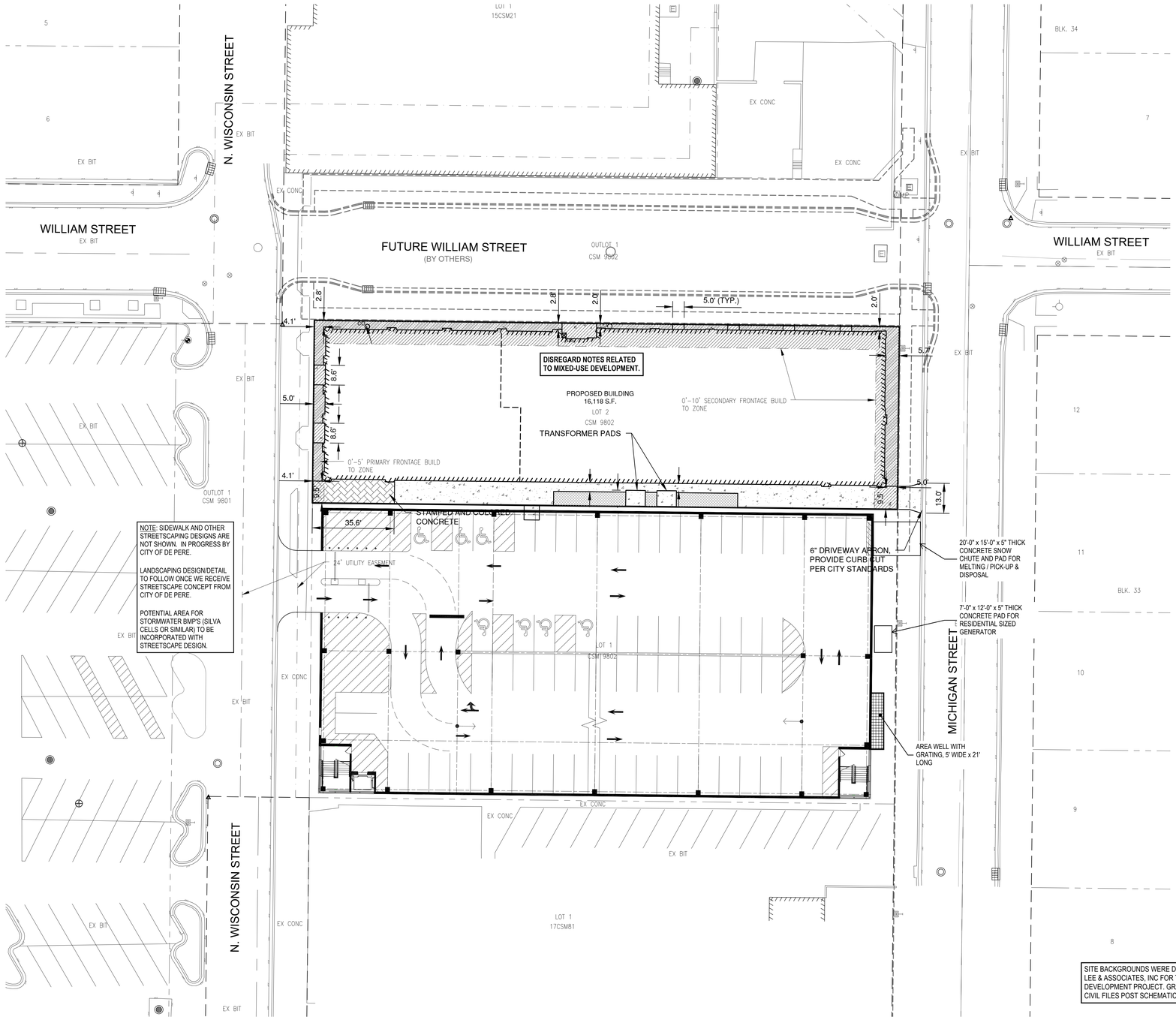
PROJECT INFORMATION:

PROJECT NUMBER:	2025-0025.00
DATE:	04/28/2025
DRAWN BY:	JLG
CHECKED BY:	JLG
APPROVED BY:	JLG
SCALE:	AS NOTED

SHEET TITLE:
EXISTING SITE CONDITIONS PLAN

SHEET NUMBER:
C-100

X:\MIL\2025\2025025\Design\Design Files\30% Design Drawings Template BLUEBEAM MARKUPS (NO REVIT MODEL)



A1 SITE LAYOUT AND PAVING PLAN
1" = 20'-0"

SCALE: 1" = 20'-0"

GRAEF
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax

www.graef-usa.com

CLIENT:
DE PERE
CITY OF DE PERE
335 S. BROADWAY
DE PERE, WISCONSIN 54115

PROJECT TITLE:
DE PERE PARKING FACILITY
SHOPKO REDEVELOPMENT

200 N. WISCONSIN STREET
DE PERE, WISCONSIN 54115

ISSUE:
30% OWNER REVIEW SET - NOT FOR CONSTRUCTION

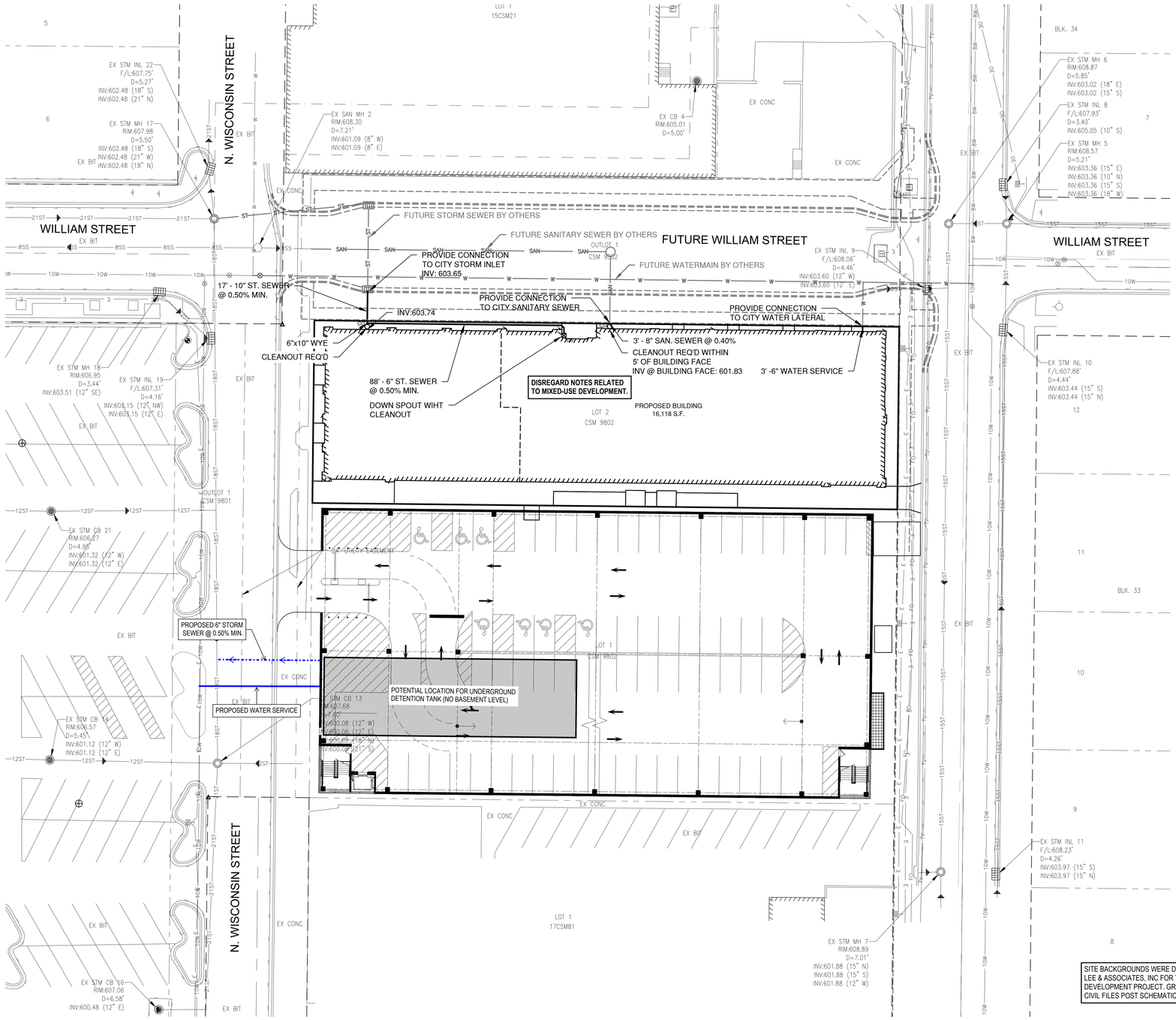
PROJECT INFORMATION:

PROJECT NUMBER:	2025-0025.00
DATE:	04/28/2025
DRAWN BY:	JLG
CHECKED BY:	JLG
APPROVED BY:	JLG
SCALE:	AS NOTED

SHEET TITLE:
SITE LAYOUT AND PAVING PLAN

SHEET NUMBER:
C-101

X:\ML\2025\20250025\Design\Design Files\30% Design Drawings Template BLUEBEAM MARKUPS (NO REVIT MODEL)



A1 UTILITY PLAN
1" = 20'-0"

0' 5' 10' 20' 40'
SCALE: 1" = 20'-0"

GRAEF
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax

www.graef-usa.com

CLIENT:
DE PERE
CITY OF DE PERE
335 S. BROADWAY
DE PERE, WISCONSIN 54115

PROJECT TITLE:
DE PERE PARKING FACILITY
SHOPKO REDEVELOPMENT

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DE PERE, WISCONSIN 54115

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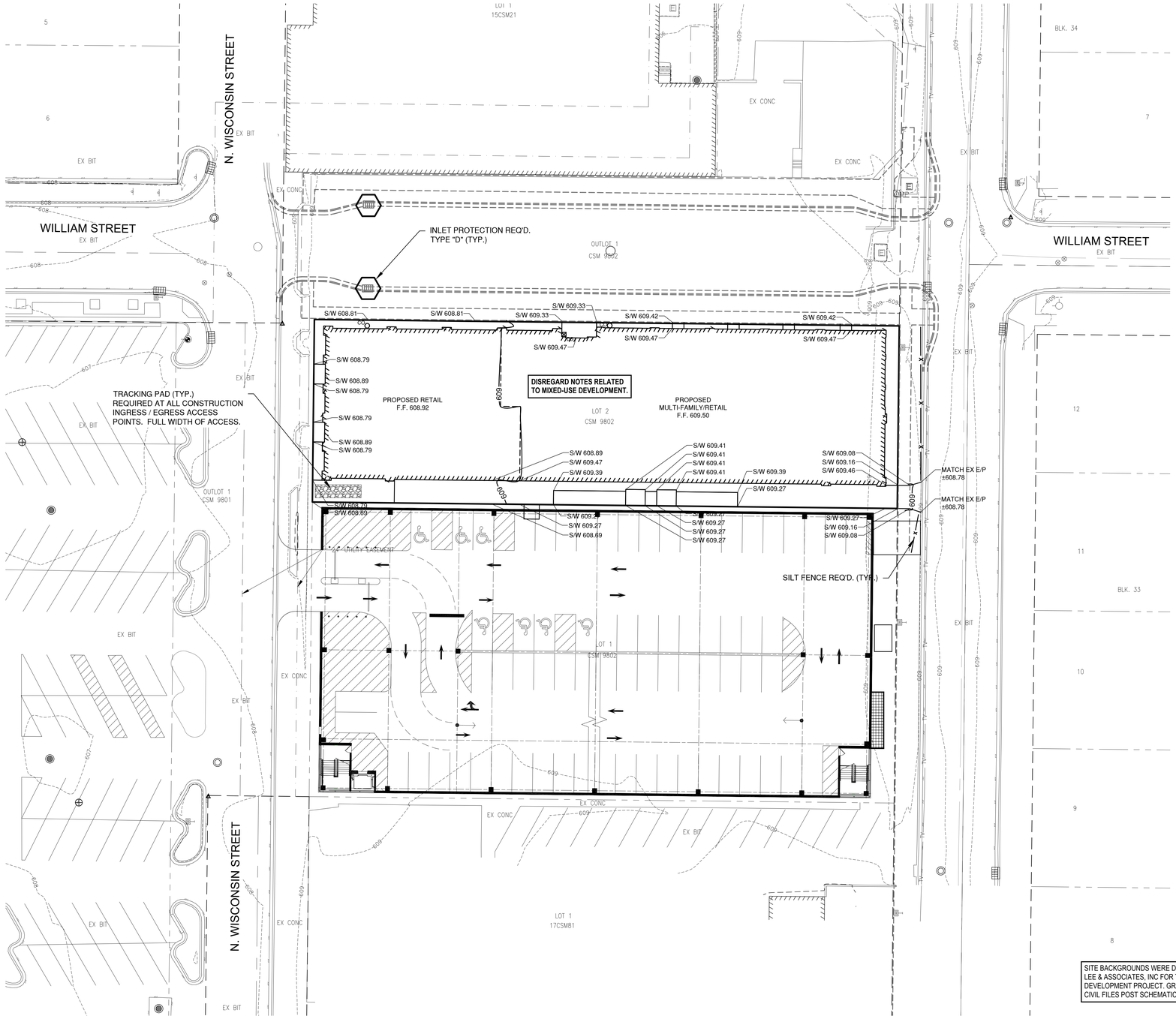
DRAWN BY:	JLG
CHECKED BY:	JLG
APPROVED BY:	JLG
SCALE:	AS NOTED

SHEET TITLE:
UTILITY PLAN

SHEET NUMBER:
C-102

X:\ML\2025\2025025\Design\Design Files\30% Design Drawings Template
BLUEBEAM MARKUPS (NO REVIT MODEL)



PROPOSED GRADING:
PROPOSED GRADING TO BE DEVELOPED ONCE TOPOGRAPHIC SURVEY IS COMPLETE. SITE TO BE FAIRLY LEVEL WHILE MAINTAINING POSITIVE DRAINAGE OUT FROM PERIMETER OF STRUCTURE/SITE.

PROPOSED EROSION CONTROL:

PROPOSED EROSION CONTROL MEASURES WILL BE IMPLEMENTED AND WILL MEET STANDARDS OF THE CITY OF DE PERE AND WDNR, INCLUDING BUT NOT LIMITED TO INLET PROTECTION, SILT FENCE, AND SEDIMENT LOGS. THESE ITEMS WILL BE INCLUDED IN PLAN AND CONSTRUCTION DETAILS AS DESIGN PROGRESSES.

SITE BACKGROUNDS WERE DEVELOPED BY ROBERT E. LEE & ASSOCIATES, INC FOR THE ADJACENT MIXED USE DEVELOPMENT PROJECT. GRAEF WILL PROVIDE SITE CIVIL FILES POST SCHEMATIC DESIGN PHASE.

A1 GRADING AND EROSION CONTROL PLAN
1" = 20'-0"

SCALE: 1" = 20'-0"

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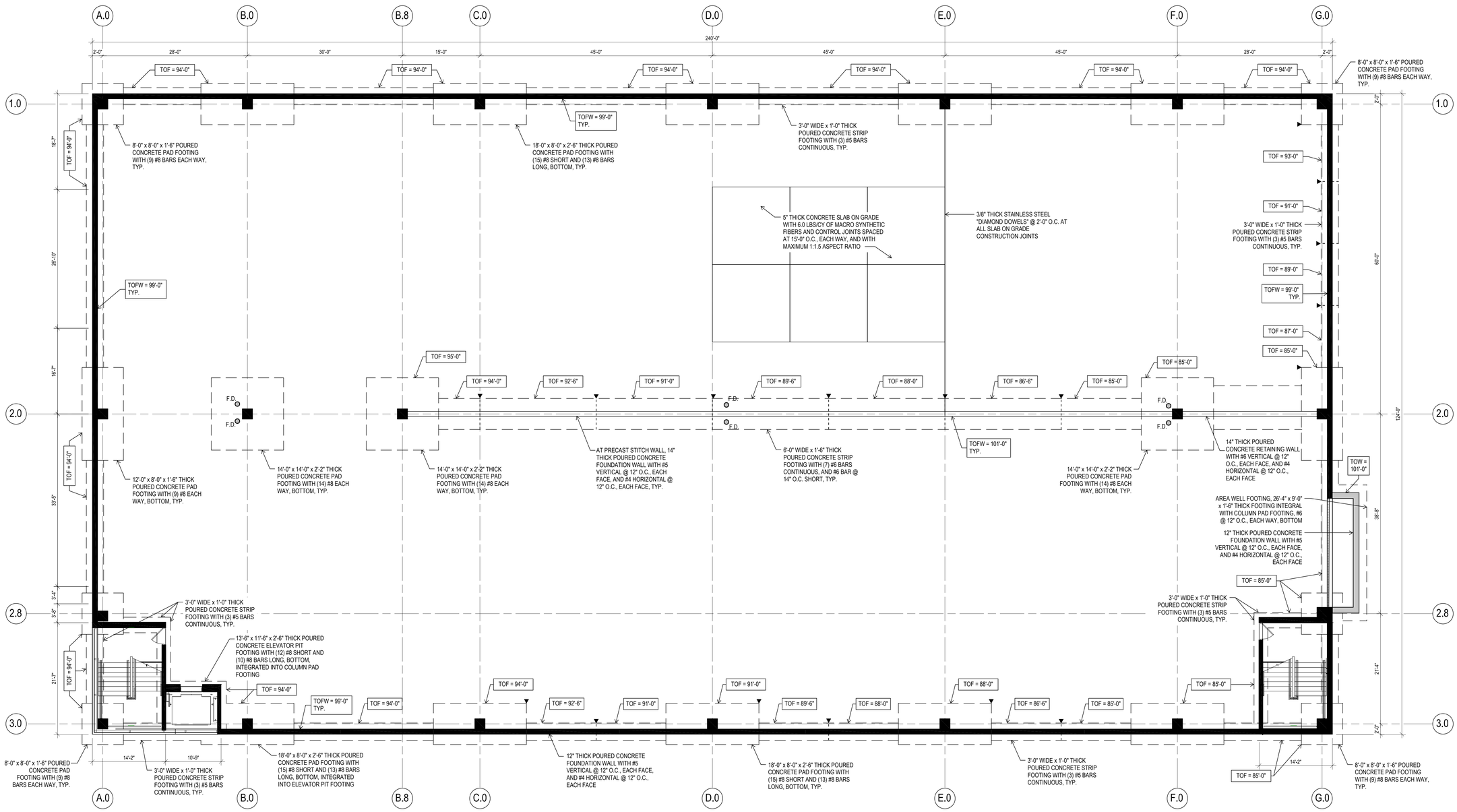
SHEET TITLE:
GRADING AND EROSION CONTROL PLAN

SHEET NUMBER:
C-103

X:\ML\2025\20250025\Design\Design Files\30% Design Drawings Template BLUEBEAM MARKUPS (NO REVIT MODEL)



A1 PRELIMINARY FOUNDATION PLAN
1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

GRAEF
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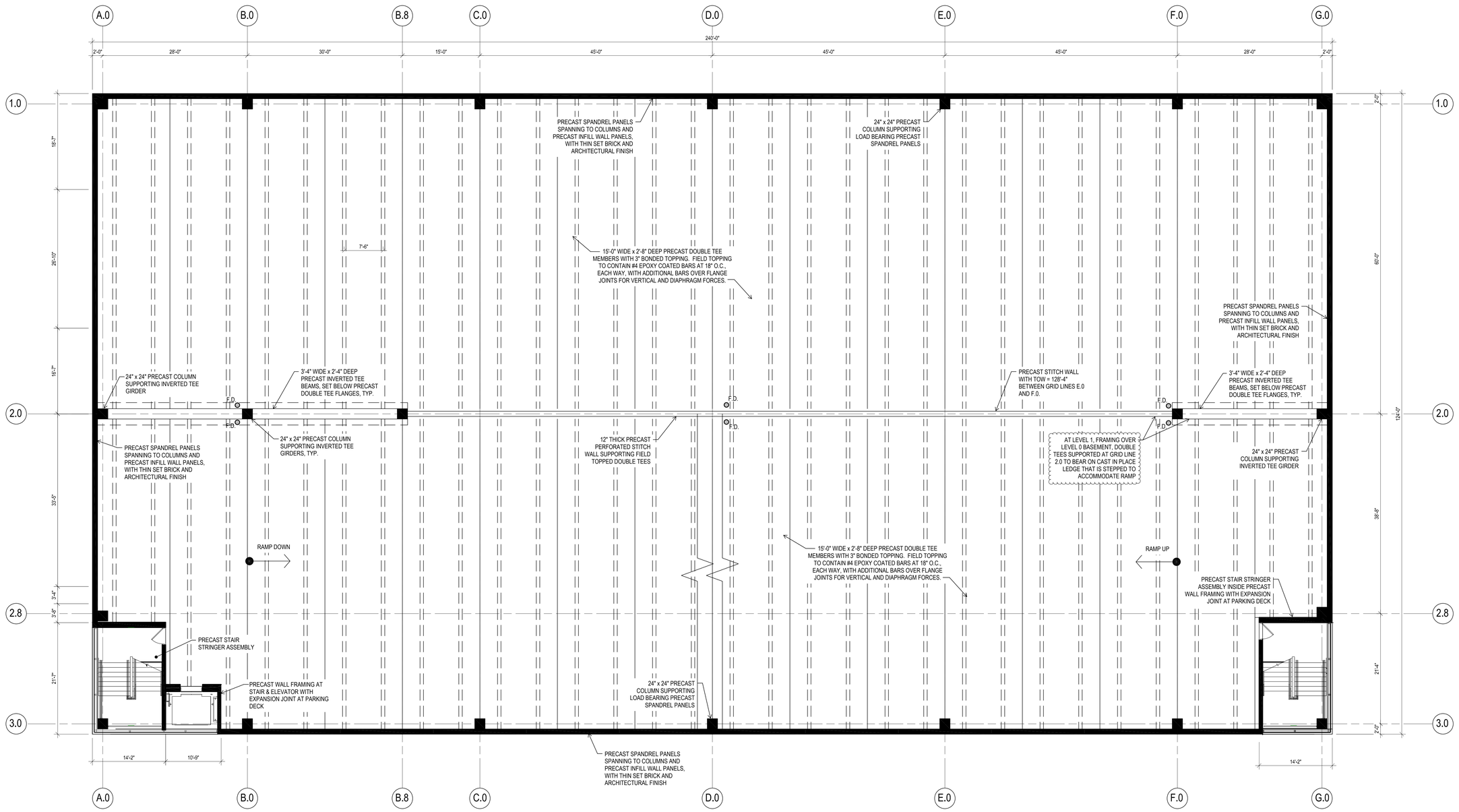
APPROVED BY:	JLG
SCALE:	AS NOTED

SHEET TITLE:
LEVEL 0 FLOOR PLAN

SHEET NUMBER:
S-100

X:\ML\2025\20250025\Design\Design Files\30% Design Drawings Template BLUEBEAM MARKUPS (NO REVIT MODEL)



A1 PRELIMINARY FLOOR FRAMING PLAN
1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

GRAEF
275 West Wisconsin Avenue, Suite 300
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335 S. BROADWAY
DE PERE, WISCONSIN 54115

PROJECT TITLE:
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SHOPKO REDEVELOPMENT

200 N. WISCONSIN STREET
DE PERE, WISCONSIN 54115

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DATE:	04/28/2025
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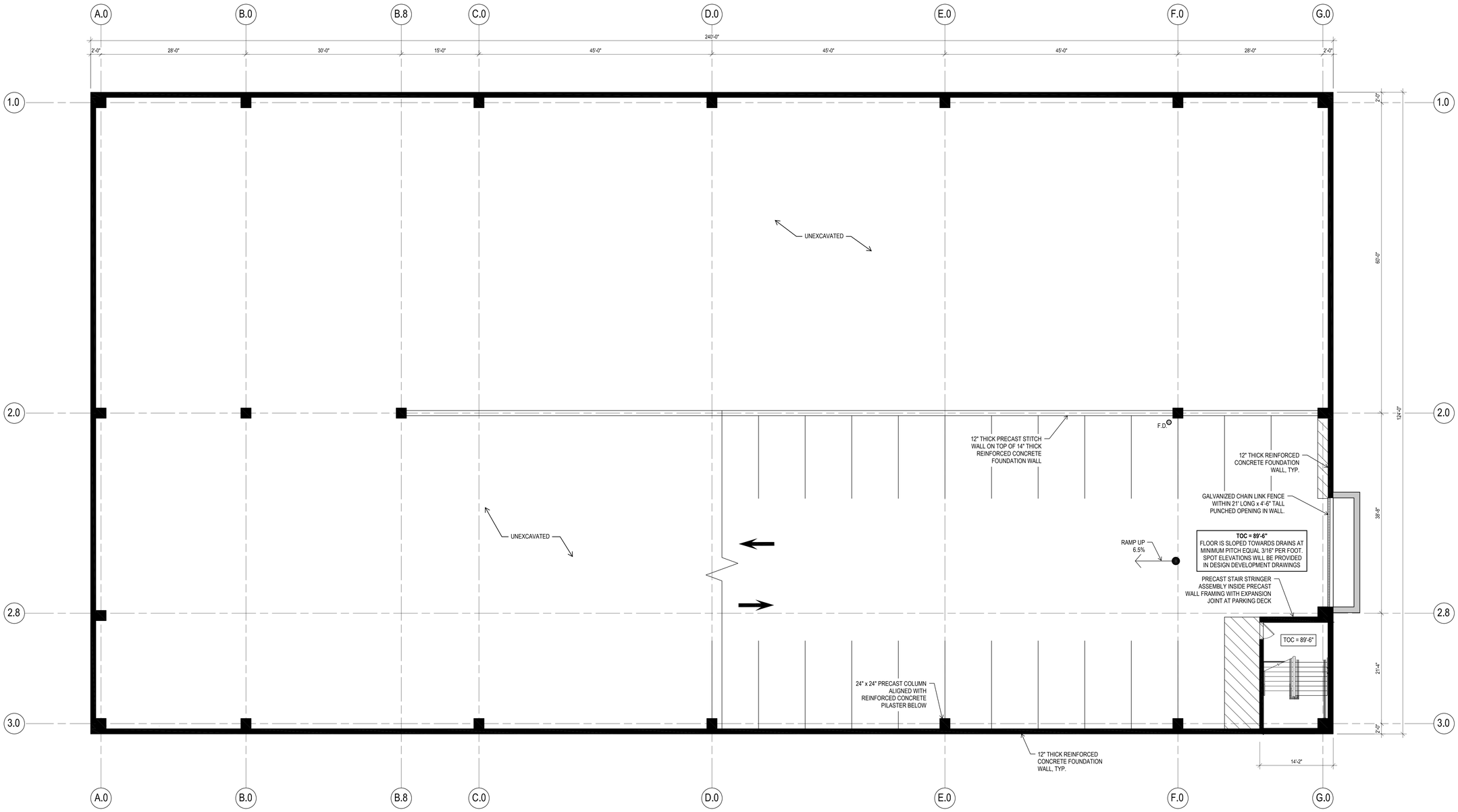
CHECKED BY:	JLG
APPROVED BY:	JLG
SCALE:	AS NOTED

SHEET TITLE:
LEVEL 0 FLOOR PLAN

SHEET NUMBER:
S-101

X:\MKL\2025\20250025\Design\Design Files\30% Design Drawings Template BLUEBEAM MARKUPS (NO REVIT MODEL)



A1 LEVEL 0 FLOOR PLAN - PARTIAL BASEMENT
1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

X:\ML\2025\20250025\Design\Design Files\30% Design Drawings Template
BLUEBEAM MARKUPS (NO REVIT MODEL)

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DE PERE, WISCONSIN 54115

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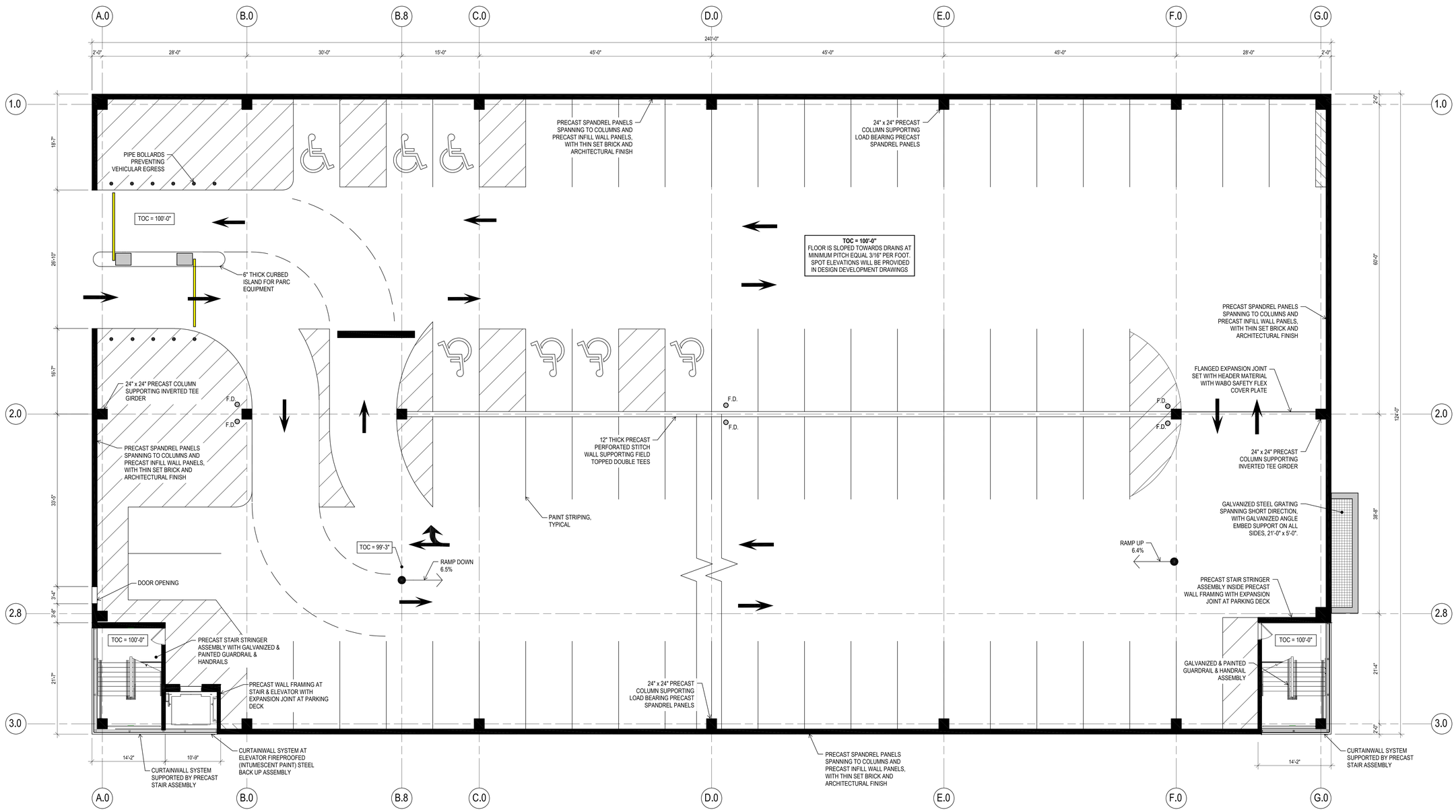
LEVEL 0 FLOOR PLAN

SHEET NUMBER:

A-100



A1 LEVEL 1 FLOOR PLAN
1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

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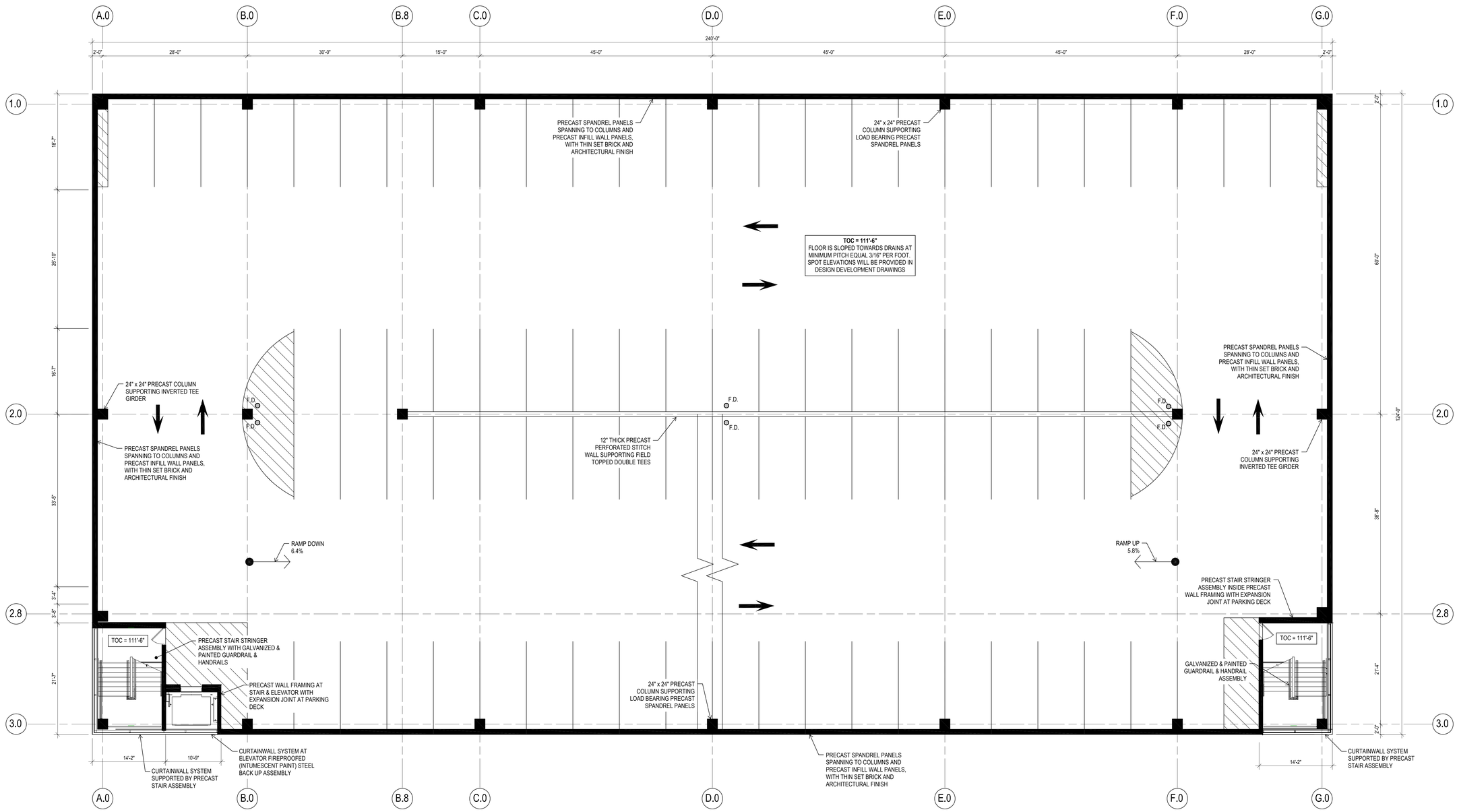
SHEET TITLE:

LEVEL 1 FLOOR PLAN

SHEET NUMBER:

A-101

X:\ML\2025\2025\0025\Design\Design Files\30% Design Drawings Template BLUEBEAM MARKUPS (NO REVIT MODEL)



A1 LEVEL 2 FLOOR PLAN
1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

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DE PERE, WISCONSIN 54115

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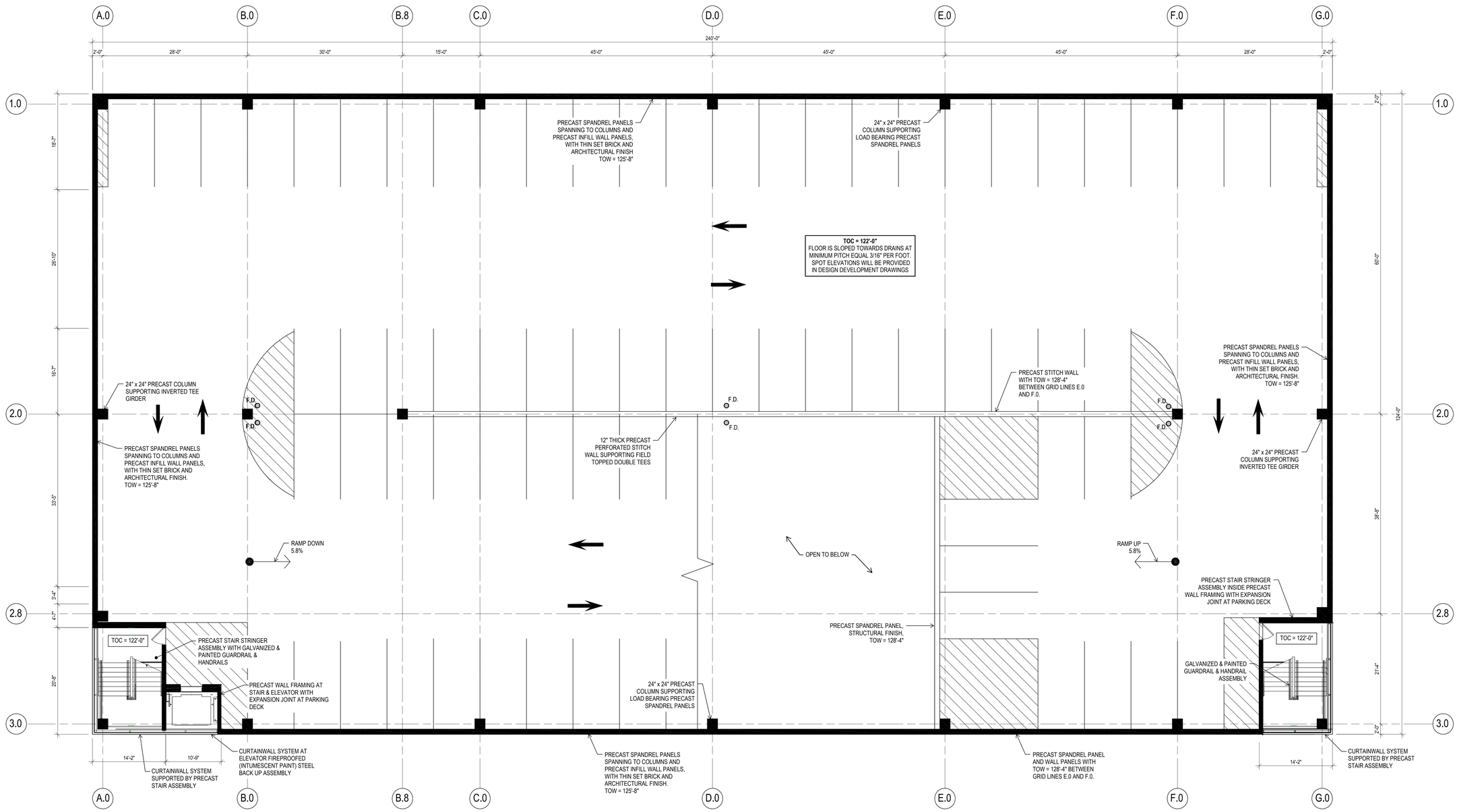
CHECKED BY:	JLG
APPROVED BY:	JLG
SCALE:	AS NOTED

SHEET TITLE:
LEVEL 2 FLOOR PLAN

SHEET NUMBER:
A-102

X:\MKL\2025\2025002S\Design\Design Files\30% Design Drawings Template
BLUEBEAM MARKUPS (NO REVIT MODEL)



A1 LEVEL 3 FLOOR PLAN
1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

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DE PERE

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CHECKED BY:	JLG
APPROVED BY:	JLG
SCALE:	AS NOTED

SHEET TITLE:

LEVEL 3 FLOOR PLAN

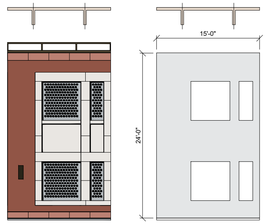
SHEET NUMBER:

A-103

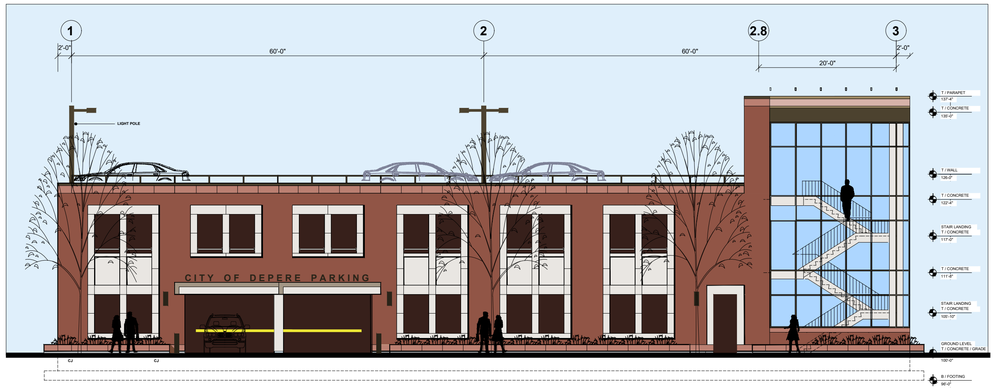
X:\MKL\2025\2025002S\Design\Design Files\30% Design Drawings Template
BLUEBEAM MARKUPS (NO REVIT MODEL)

TRADITIONAL FULL BRICK ON WISCONSIN, MICHIGAN, AND STAIR TOWERS; 15-0-WIDE PRECAST PANELS WITH THIN BRICK AND PROJECTING METAL PANEL WINDOW SURROUNDS

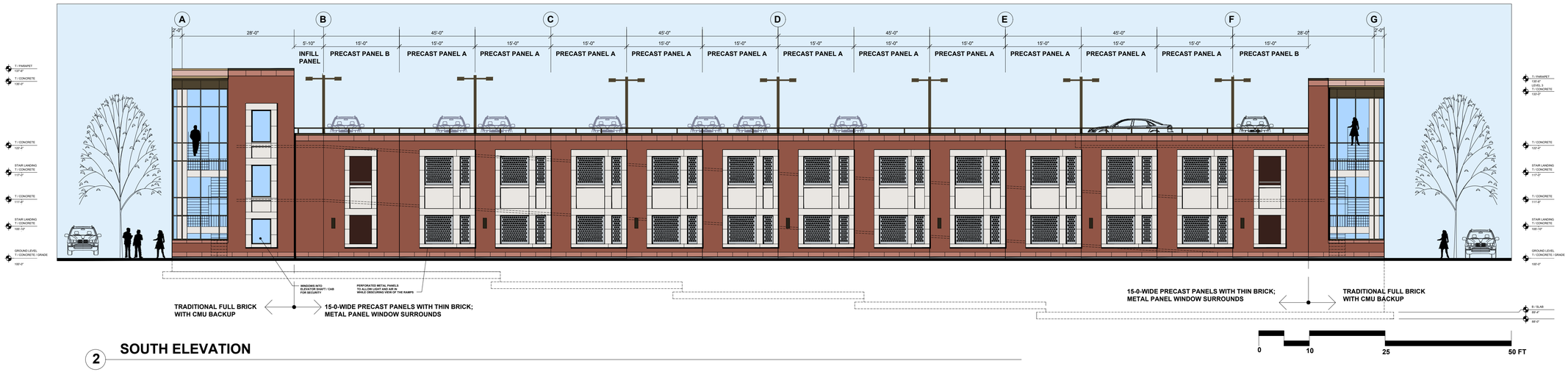
DRAFT



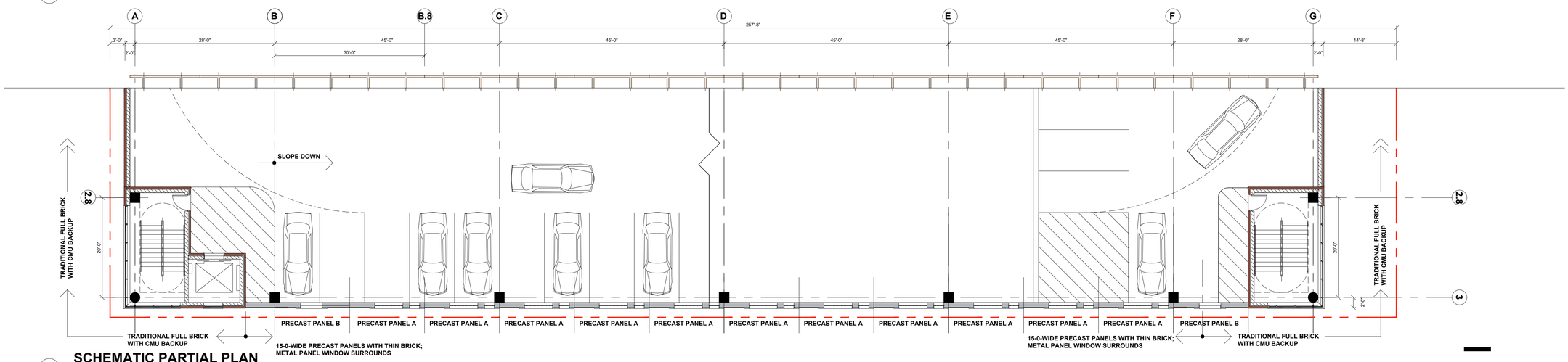
4 PRECAST PANEL



3 WEST (WISCONSIN STREET) ELEVATION



2 SOUTH ELEVATION



1 SCHEMATIC PARTIAL PLAN

0 10 25 50 FT

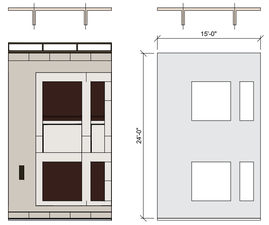
CITY OF DE PERE, WISCONSIN PUBLIC PARKING GARAGE

DEVELOPMENT SERVICES DEPARTMENT, DE PERE, WISCONSIN PROGRESS PRINT 05/16/2025

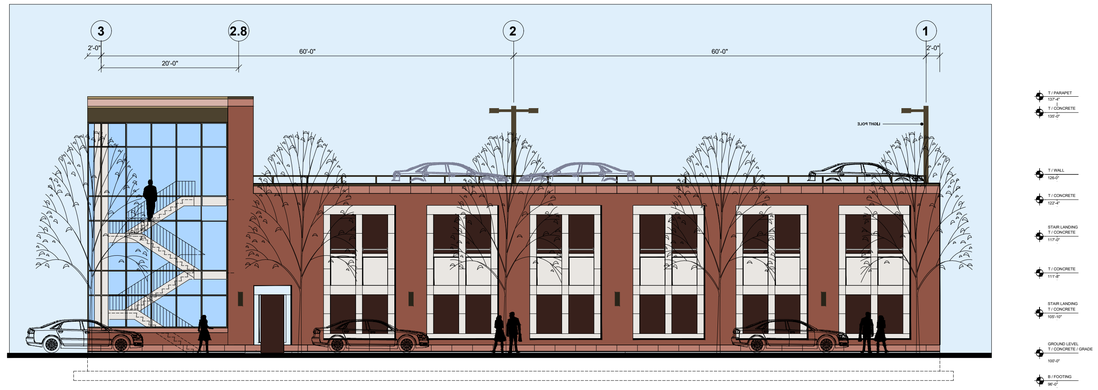
GRAEF

berners . schober

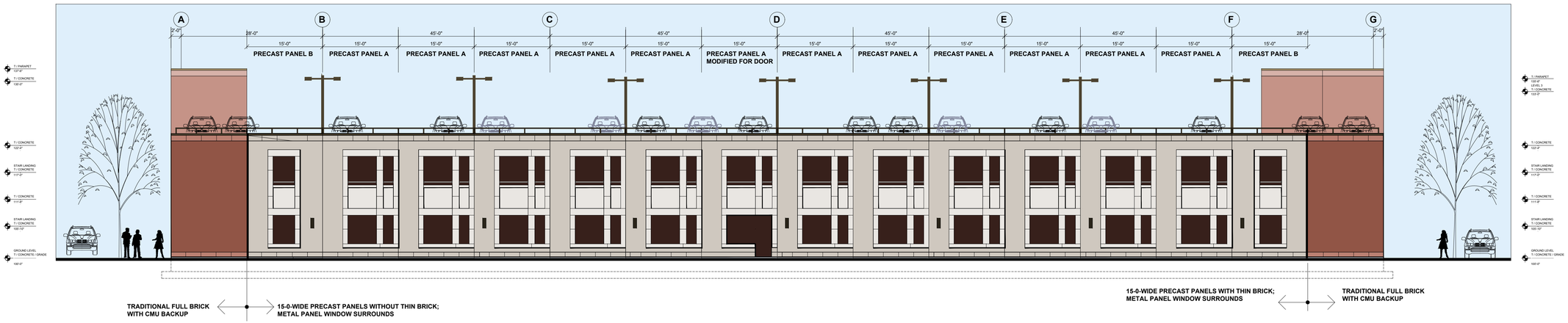
TRADITIONAL FULL BRICK ON WISCONSIN, MICHIGAN, AND STAIR TOWERS; 15-0-WIDE PRECAST PANELS WITH THIN BRICK AND PROJECTING METAL PANEL WINDOW SURROUNDS



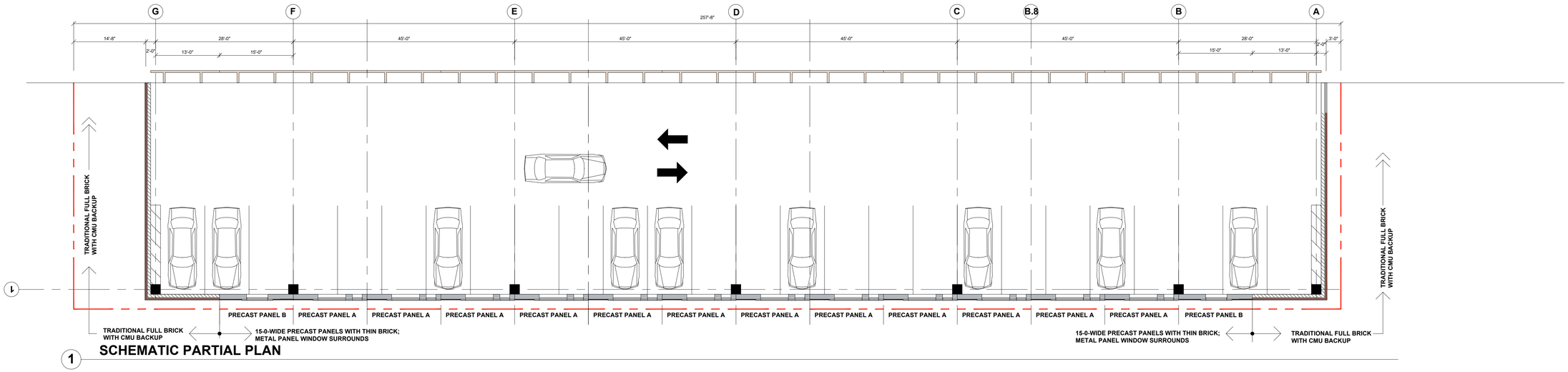
4 PRECAST PANEL



3 EAST (MICHIGAN STREET) ELEVATION



2 NORTH ELEVATION



1 SCHEMATIC PARTIAL PLAN

CITY OF DE PERE, WISCONSIN PUBLIC PARKING GARAGE p.2

DEVELOPMENT SERVICES DEPARTMENT, DE PERE, WISCONSIN PROGRESS PRINT 05/19/2025

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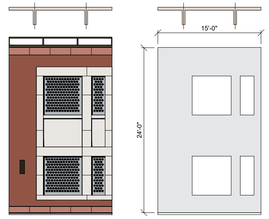
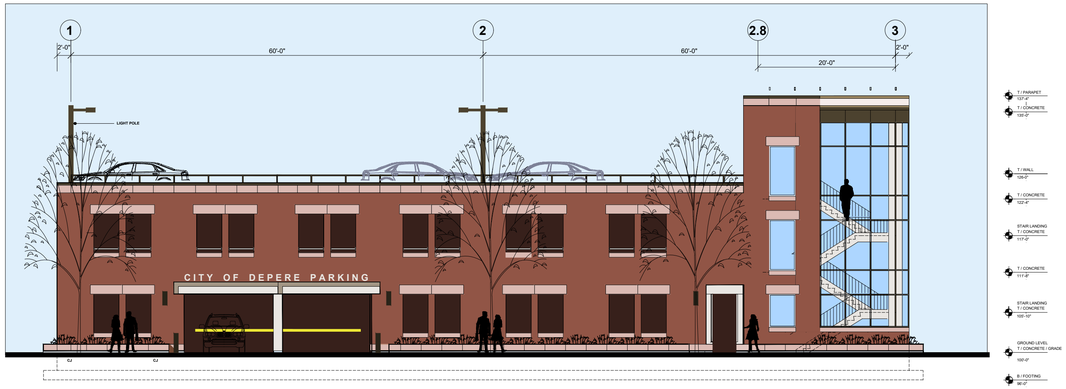
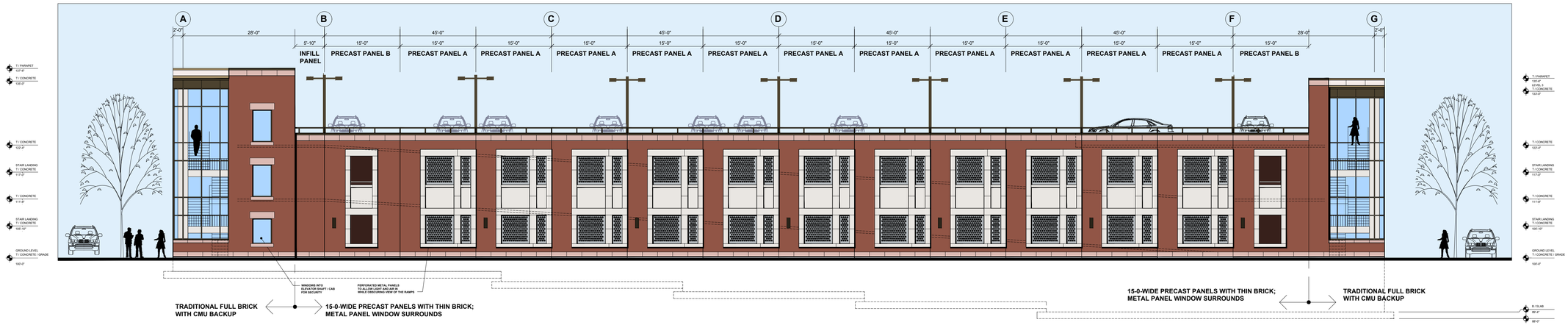
ALTERNATE:
TRADITIONAL FULL BRICK ON WISCONSIN, MICHIGAN, AND STAIR TOWERS, WITH PRECAST LINTELS AND SILLS; 15-0-WIDE PRECAST PANELS WITH THIN BRICK AND PROJECTING METAL PANEL WINDOW SURROUNDS



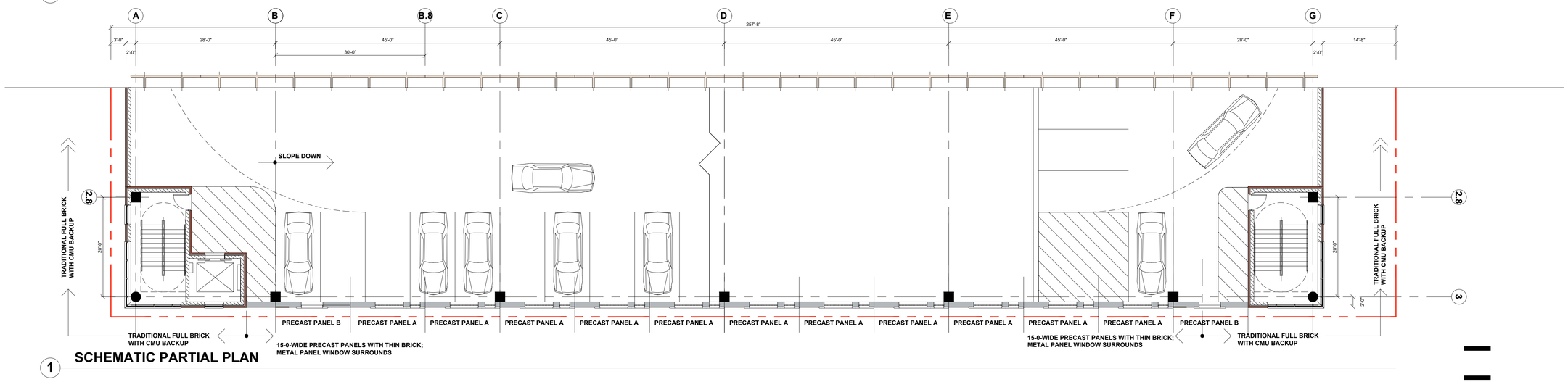
4 PRECAST PANEL



3 WEST (WISCONSIN STREET) ELEVATION



2 SOUTH ELEVATION



1 SCHEMATIC PARTIAL PLAN

CITY OF DE PERE, WISCONSIN PUBLIC PARKING GARAGE

DEVELOPMENT SERVICES DEPARTMENT, DE PERE, WISCONSIN PROGRESS PRINT 05/19/2025

GRAEF

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DePere Parking Facility

Graef SD Budget set dated 04/28/2025
City of DePere
5/19/2025

DRAFT

Miron Building Excellence

		01 - Basement	02 - Earth Retention	03 - Elevator	04 - Precast Topping	05 - Underground Detention Tank	TOTAL
030000 Concrete							
03.00.00.00 Concrete Testing	$ 8,129	$ 1,379	$ -	$ 113	$ 4,454	$ -	$ 14,076
03.11.00 Concrete Forming	$ 371,702	$ 122,217	$ -	$ 3,032	$ 64,412	$ -	$ 561,363
03.15.00 Concrete Accessories	$ 37,965	$ -	$ -	$ 823	$ -	$ -	$ 38,788
03.20.00 Concrete Reinforcing	$ 137,018	$ 40,943	$ -	$ 3,369	$ 159,975	$ -	$ 341,306
03.24.00 Fibrous Reinforcing	$ 21,106	$ -	$ -	$ -	$ -	$ -	$ 21,106
03.30.00 Cast-in-Place Concrete	$ 648,932	$ 52,333	$ -	$ 5,542	$ 178,450	$ -	$ 885,257
03.35.00 Concrete Finishing	$ 83,245	$ -	$ -	$ -	$ 191,148	$ -	$ 274,393
03.45.00 Precast Architectural Concrete	$ 3,225,000	$ -	$ -	$ -	$ -	$ -	$ 3,225,000
03.99.01 Concrete Snow Chute	$ 0	$ -	$ -	$ -	$ -	$ -	$ 0
030000 Concrete TOTAL	**$ 4,533,098**	**$ 216,873**	**$ -**	**$ 12,880**	**$ 598,440**	**$ -**	**$ 5,361,290**
050000 Metals							
05.50.00 Metal Fabrications	$ 86,274	$ -	$ -	$ -	$ -	$ -	$ 86,274
05.99.01 Area Well Grading & Angle	$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000
050000 Metals TOTAL	**$ 96,274**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 96,274**
060000 Wood Plastics and Composites							
06.10.00 Rough Carpentry	$ 33,472	$ -	$ -	$ -	$ -	$ -	$ 33,472
060000 Wood Plastics and Composites TOTAL	**$ 33,472**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 33,472**
070000 Thermal and Moisture Protection							
07.13.00 Sheet Waterproofing	$ 28,035	$ -	$ -	$ -	$ -	$ -	$ 28,035
07.21.13 Board Insulation	$ 15,048	$ 13,272	$ -	$ -	$ -	$ -	$ 28,319
07.42.00 Wall Panels	$ 37,207	$ -	$ -	$ -	$ -	$ -	$ 37,207
07.53.23 EPDM Roofing	$ 18,968	$ -	$ -	$ -	$ -	$ -	$ 18,968
07.60.00 Flashing and Sheet Metal	$ 6,681	$ -	$ -	$ -	$ -	$ -	$ 6,681
07.99.01 Perforated Metal Panel Inserts	$ 142,000	$ -	$ -	$ -	$ -	$ -	$ 142,000
070000 Thermal and Moisture Protection TOTAL	**$ 247,938**	**$ 13,272**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 261,209**
080000 Openings							
08.11.13 Hollow Metal Doors and Frames	$ 23,889	$ -	$ -	$ -	$ -	$ -	$ 23,889
08.41.00 Entrances and Storefronts	$ 35,036	$ -	$ -	$ -	$ -	$ -	$ 35,036
08.44.00 Curtain Wall and Glazed Assemblies	$ 276,249	$ -	$ -	$ -	$ -	$ -	$ 276,249
08.81.00 Glass Glazing	$ 1,561	$ -	$ -	$ -	$ -	$ -	$ 1,561
080000 Openings TOTAL	**$ 336,734**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 336,734**
090000 Finishes							
09.90.00 Painting and Coating	$ 25,105	$ -	$ -	$ -	$ -	$ -	$ 25,105
090000 Finishes TOTAL	**$ 25,105**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 25,105**
100000 Specialties							
10.14.00 Signage	$ 64,734	$ -	$ -	$ -	$ -	$ -	$ 64,734
100000 Specialties TOTAL	**$ 64,734**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 64,734**
110000 Equipment							
11.99.01 Parking Equipment	$ 210,000	$ -	$ -	$ -	$ -	$ -	$ 210,000
110000 Equipment TOTAL	**$ 210,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 210,000**
140000 Conveying Equipment							

DePere Parking Facility

City of DePere
5/19/2025

		01 - Basement	02 - Earth Retention	03 - Elevator	04 - Precast Topping	05 - Underground Detention Tank	TOTAL
14.20.00 Elevators	$ -	$ -	$ -	$ 202,500	$ -	$ -	$ 202,500
140000 Conveying Equipment TOTAL	**$ -**	**$ -**	**$ -**	**$ 202,500**	**$ -**	**$ -**	**$ 202,500**
210000 Fire Suppression							
21.00.00 Fire Suppression	$ 75,000	$ -	$ -	$ -	$ -	$ -	$ 75,000
210000 Fire Suppression TOTAL	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 75,000**
220000 Plumbing							
22.00.00 Plumbing	$ 120,938	$ -	$ -	$ -	$ -	$ -	$ 120,938
220000 Plumbing TOTAL	**$ 120,938**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 120,938**
230000 Heating Ventilating and Air-Conditioning (HVAC)							
23.00.00 Heating Ventilating and Air Conditioning (HVAC)	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 150,000
230000 Heating Ventilating and Air-Conditioning (HVAC) TOTAL	**$ 150,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 150,000**
260000 Electrical							
26.00.00 Electrical	$ 480,000	$ -	$ -	$ -	$ -	$ -	$ 480,000
260000 Electrical TOTAL	**$ 480,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 480,000**
310000 Earthwork							
02.41.13 Selective Site Demolition	$ 38,690	$ -	$ -	$ -	$ -	$ -	$ 38,690
31.00.00 Earthwork	$ 130,162	$ -	$ -	$ -	$ -	$ -	$ 130,162
31.00.00 Earthwork Testing Allowance	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ 15,000
31.23.16.99 Over Excavation	$ 177,900	$ -	$ -	$ -	$ -	$ -	$ 177,900
31.25.00 Erosion and Sedimentation Controls	$ 3,426	$ -	$ -	$ -	$ -	$ -	$ 3,426
31.41.00 Earth Retention	$ -	$ -	$ 320,947	$ -	$ -	$ -	$ 320,947
31.66.13.13 Rammed Aggregate Piles (N.I.C.)	$ 0	$ -	$ -	$ -	$ -	$ -	$ 0
310000 Earthwork TOTAL	**$ 365,178**	**$ -**	**$ 320,947**	**$ -**	**$ -**	**$ -**	**$ 686,125**
320000 Exterior Improvements							
32.12.16 Parking Ramp Markings	$ 7,500	$ -	$ -	$ -	$ -	$ -	$ 7,500
32.13.13 Concrete Paving	$ 33,124	$ -	$ -	$ -	$ -	$ -	$ 33,124
32.90.00 Planting	$ 0	$ -	$ -	$ -	$ -	$ -	$ 0
320000 Exterior Improvements TOTAL	**$ 40,624**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 40,624**
330000 Utilities							
33.10.00 Water Utilities	$ 15,540	$ -	$ -	$ -	$ -	$ -	$ 15,540
33.40.00 Stormwater Utilities	$ 13,951	$ -	$ -	$ -	$ -	$ -	$ 13,951
33.40.00 Underground Detention Tank Allowance	$ -	$ -	$ -	$ -	$ -	$ 200,000	$ 200,000
330000 Utilities TOTAL	**$ 29,491**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 200,000**	**$ 229,491**
DIRECT COST	**$ 6,808,586**	**$ 230,144**	**$ 320,947**	**$ 215,380**	**$ 598,440**	**$ 200,000**	**$ 8,373,497**
INDIRECT COSTS							
General Conditions	$ 297,000	$ -	$ -	$ -	$ -	$ -	$ 297,000
General Requirements	$ 159,097	$ -	$ -	$ -	$ -	$ -	$ 159,097
Winter Conditions / Temporary Heat & Enclosure	$ 75,000	$ -	$ -	$ -	$ -	$ -	$ 75,000
Poor Soil Allowance	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000
Building Permit	$ 20,426	$ 690	$ 963	$ 646	$ 1,795	$ 600	$ 25,120

DePere Parking Facility

City of DePere
5/19/2025

		01 - Basement	02 - Earth Retention	03 - Elevator	04 - Precast Topping	05 - Underground Detention Tank	TOTAL
Subtotal Including GCs / GRs	$ 7,460,109	$ 230,835	$ 321,910	$ 216,026	$ 600,235	$ 200,600	$ 9,029,714
Insurance Requirements	$ 48,491	$ 1,500	$ 2,092	$ 1,404	$ 3,902	$ 1,304	$ 58,693
Builder's Risk Insurance	$ 5,968	$ 185	$ 258	$ 173	$ 480	$ 160	$ 7,224
Reproduction Expenses	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Design / Estimating Contingency	$ 373,005	$ 11,542	$ 16,095	$ 10,801	$ 30,012	$ 10,030	$ 451,486
Construction Manager's Contingency	$ 373,005	$ 11,542	$ 16,095	$ 10,801	$ 30,012	$ 10,030	$ 451,486
Collaboration Software	$ 11,377	$ 352	$ 491	$ 329	$ 915	$ 306	$ 13,770
Subtotal Including Insurance / Contingency	$ 8,271,955	$ 255,956	$ 356,941	$ 239,535	$ 665,556	$ 222,430	$ 10,012,373
Reimbursables	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Site Survey & Layout	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Special Site Permitting (Wells, Air, Environmental) (N.I.C.)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Geotechnical Investigation (N.I.C.)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Subtotal Including Design	$ 8,271,955	$ 255,956	$ 356,941	$ 239,535	$ 665,556	$ 222,430	$ 10,012,373
Preconstruction Fee	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Construction Fee	$ 206,799	$ 6,399	$ 8,924	$ 5,988	$ 16,639	$ 5,561	$ 250,309
Subtotal Including Construction Fee	$ 8,478,754	$ 262,354	$ 365,865	$ 245,523	$ 682,195	$ 227,991	$ 10,262,683
Inflation (N.I.C.)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Subtotal Including Inflation Factor	$ 8,478,754	$ 262,354	$ 365,865	$ 245,523	$ 682,195	$ 227,991	$ 10,262,683
Performance & Payment Bond	$ 67,830	$ 2,099	$ 2,927	$ 1,964	$ 5,458	$ 1,824	$ 82,101
Subtotal Including Bond	$ 8,546,584	$ 264,453	$ 368,792	$ 247,487	$ 687,652	$ 229,815	$ 10,344,784
Construction Total	$ 8,546,584	$ 264,453	$ 368,792	$ 247,487	$ 687,652	$ 229,815	$ 10,344,784
Design & Engineering Fees (CM)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Hazardous Materials Abatement	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Owner FFE	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Owner Items Subtotal	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
PROJECT TOTAL	$ 8,546,584	$ 264,453	$ 368,792	$ 247,487	$ 687,652	$ 229,815	$ 10,344,784
Number of stalls 250 Price Per Stall	$ 34,186	$ 1,058	$ 1,475	$ 990	$ 2,751	$ 920	$ 41,380

05/19/2025 Budget Summary Based on Graef 4/28/2025 SD set
Construction Conceptual Budget Range of $9,750,000 to $10,875,000
Note: Owners Soft cost, FF&E, Design and Items in estimate listed above with no value or NIC are not included. One item to discuss further is what will be needed geo piers, that is TBD at this point.

City of De Pere, Wisconsin **1.18**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Development Services
FROM:	Daniel Lindstrom, Development Services Director
SUBJECT:	Resolution #25-74 Extending the Life of Tax Incremental District No. 8 for the Purposes of Funding Affordable Housing and Improving Housing Stock in the City of De Pere.
RECOMMENDED ACTION:	Approval

On April 8, 2025, the Finance and Personnel Committee, by a vote of 5-0, unanimously recommended approval of the request to extend the life of Tax Increment District No. 8 for the purposes of funding affordable housing programs and improving the housing stock improvement program in the City of De Pere. The committee motioned to prepare and submit the affordable housing extension resolution to the Common Council for approval and submission to the State of Wisconsin DOR.

ATTACHMENTS:
TID No 8 Extension TID No 8 Termination and TID 16 Termination 04032025, Reso25-74

CITY OF DE PERE
MEMO

To: Honorable Mayor James Boyd
Finance and Personnel Committee

From: Daniel Lindstrom, Development Services Director

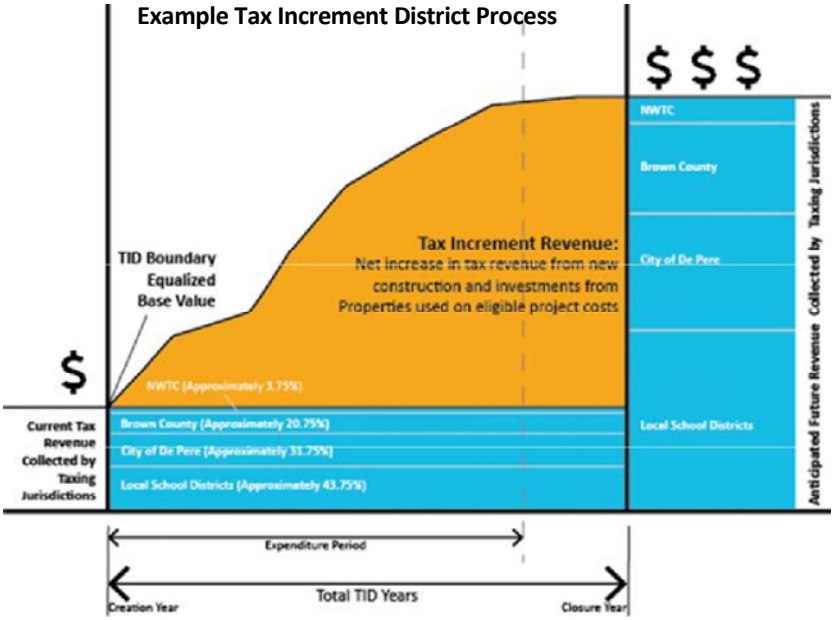
Date: April 8, 2025

RE: **Consideration and Possible Action on the Termination of TID No. 16. in the City of De Pere***

Consideration and Possible Action on the extension of TID No. 8 for One-Year for the purpose of funding the City of De Pere Affordable Housing Programs.*

Consideration and Possible Action on the Termination of TID No. 8 in the City of De Pere*

The City has the authority to establish, extend, and terminate Tax Increment Districts (TIDs) to support economic development. This memo provides background on the closure of TID No. 16, as well as the affordable housing extension and termination of TID No. 8.



A TID must be terminated at the end of its maximum lifespan or when the tax increments collected exceed the approved project costs. Upon termination, the full property value within the TID is returned to the tax rolls for the overlying taxing jurisdictions, including the City, County, School District, and Technical College.

In the example provided, the blue column represents the increased property value subject to taxation upon the closure of the TID. While the TID is active, tax revenue for each overlying jurisdiction is limited to the base value of the TID property. Once terminated, all overlying taxing jurisdictions share the expanded tax base, allowing tax rates to be lowered while still generating the same revenue. Without the development facilitated by the TID, jurisdictions would only be able to tax the original base value. By partnering to encourage development, all overlying jurisdictions benefit from an increased tax base.

If the TID property value does not grow as anticipated, the municipality may not collect sufficient tax increments to cover its expenditures. In such cases, the municipality is responsible for any outstanding debts upon termination. Additionally, if tax increment revenue exceeds project costs at the time of termination, the municipality must redistribute surplus funds to the overlying taxing jurisdictions in proportion to their respective tax levies, excluding tax increment financing (TIF)

Part 1: TID No. 16 Termination

The City established Tax Increment District (TID) No. 16 as a rehabilitation and conservation TID on the east side of downtown on February 19, 2020. This single-use district was created to support the redevelopment of 123 N Broadway. However, due to the COVID-19 pandemic and the developer's decision to pivot toward the larger ShopKo redevelopment, the original project did not materialize.

Since then, the City has created TID No. 18 as an overlay TID, rendering TID No. 16 redundant. As all project costs have been fully paid, the district is now set to close.

Staff anticipate presenting the termination resolution to the Common Council on May 6, 2025. Because the termination occurs after April 15, the resolution will classify the effective termination year as 2026

Tax Incremental District (TID) Termination Timeframes

Municipal Termination Resolution Adoption Date*	Termination Year	TID Removed from Tax/Assessment Roll	Last Year Tax Increment Received	Last Administrative Fee Due	Last TID Equalized Value Established	Last Annual Report Due to DOR
April 18, 2023 – April 15, 2024	2024	2024	2024 (for 2023 taxes)	April 18, 2023	August 15, 2023	July 1, 2024 (for 2023)
April 16, 2024 – April 15, 2025	2025	2025	2025 (for 2024 taxes)	April 15, 2024	August 15, 2024	July 1, 2025 (for 2024)
April 16, 2025 – April 15, 2026	2026	2026	2026 (for 2025 taxes)	April 15, 2025	August 15, 2025	July 1, 2026 (for 2025)
April 16, 2026 – April 15, 2027	2027	2027	2027 (for 2026 taxes)	April 15, 2026	August 15, 2026	July 1, 2027 (for 2026)
April 16, 2027 – April 18, 2028	2028	2028	2028 (for 2027 taxes)	April 15,2027	August 15, 2027	July 3, 2028 (for 2027)
April 19, 2028 – April 17, 2029	2029	2029	2029 (for 2028 taxes)	April 18, 2028	August 15, 2028	July 2, 2029 (for 2028)
April 18, 2029 – April 15, 2030	2030	2030	2030 (for 2029 taxes)	April 17, 2029	August 15, 2029	July 1, 2030 (for 2029)

** Municipality must notify the Wisconsin Department of Revenue (DOR) by April 15 of the termination year. In some years the observance of Emancipation day affects the termination deadline.*

Staff Recommendations: (1) Prepare and submit the termination resolution to the Common Council for approval and submittal to the State and (2) Complete the final audit of TID No. 16 within 12 months of the termination resolution.

Part 2: TID No. 8 One-Year Affordable Housing Extension

The City established Tax Increment District (TID) No. 8 as an industrial TID on the west side on August 21, 2007, with a maximum lifespan extending to August 21, 2027. The district has generated sufficient revenue to cover all outstanding project costs and debt, allowing it to be extended and subsequently terminated.

Municipalities have the authority to extend the lifespan of a TID for two primary reasons: (1) to pay off existing debt, and/or (2) to allocate the final year of tax increment funding toward affordable housing. To proceed with an extension, the City must pass a resolution that (1) specifies the duration of the extension (typically up to 12 months) and (2) outlines how the funds will be used to improve housing stock. Following the resolution, the City may terminate the TID at any point. This affordable housing extension was incorporated into tax increment financing (TIF) law in 2009.

Before closing a TID, the municipality must adopt a resolution and provide documentation confirming that all project costs have been or will be paid. Upon receiving a copy of the municipal resolution, the Department of Revenue (DOR) is required to authorize the allocation of tax increments for one additional year. At least 75% of the tax increment must be used to support affordable housing initiatives, while up to 25% may be directed toward housing stock renewal programs.

The planned extension of TID No. 8 will allow the City of De Pere to receive tax increments for one additional year, until 2025, with an estimated $319,150 allocated to City housing funds. The City has committed to allocating 100% of the funds to affordable housing projects.

Background on Affordable Housing Allocations

In 2022, the City received $1,968,527 for affordable housing and general housing stock improvements. Municipalities are required by state law to identify their affordable housing needs and develop an action plan. Additionally, the City must define how the funds will be used in its affordable housing extension resolution.

In 2021, the City extended TID No. 6 and committed to allocating a minimum of 75% of the funds received for affordable housing initiatives, including:

After receiving the funds, the City may modify specific programs, provided that at least 75% of the funds remain allocated to affordable housing. In 2023, the City expanded the program by mandating that 100% of affordability funds be directed toward affordable housing projects. Two additional initiatives were added:

Staff Recommendation: Prepare and submit the affordable housing extension resolution to the Common Council for approval and subsequent submission to the state.

Part 3: TID No. 8 Termination:

The City established Tax Increment District (TID) No. 8 as an industrial TID on the west side on August 21, 2007, with a maximum lifespan extending to August 21, 2027. The district has generated sufficient revenue to cover all outstanding project costs and debt, allowing it to be extended and subsequently terminated.

Terminating TID No. 8 after April 15 will designate 2026 as the final year for tax collections. The City plans to utilize tax revenue generated from the 2024 increment in 2025 to pay off remaining debt and allocate tax revenue generated from the 2025 increment in 2026 to fund housing improvement programs.

Staff Recommendations: (1) Prepare and submit the termination resolution to the Common Council after the State approves the Affordable Housing Extension. (2) Complete the final audit of TID No. 8 within 12 months of the termination resolution.

Note: The termination resolution may be delayed by a few Common Council meetings to ensure the City follows the proper procedural steps.

RESOLUTION #25-74

EXTENDING THE LIFE OF TAX INCREMENTAL DISTRICT NO. 8 FOR THE PURPOSE OF FUNDING AFFORDABLE HOUSING IN THE CITY OF DE PERE

WHEREAS, Wis. Stats. §66.1105(6)(g) authorizes a city to extend the life of a Tax Incremental District (TID) and use the incremental revenue to fund affordable housing, and if elected, to improve the city's housing stock; and

WHEREAS, the City of De Pere Comprehensive Plan and 2024 Housing Study includes efforts to increase housing affordability in the community; and

WHEREAS, the City of De Pere adopted the Downtown Master Plan and the Cultural District Master Plan to include efforts to increase affordability in and near the City's downtown areas while also reactivating the second stories of many of the downtown structures; and

WHEREAS, in 2022, the City of De Pere created several programs to offer incentives for the construction of new, and renovation of existing units in the City, and to improve the housing affordability of and make improvements to the existing housing stock in the City of De Pere; and

WHEREAS, the City of De Pere created TID No. 8 on August 21, 2007, which as of January 1, 2025, has recouped costs to pay off all aggregate project costs; and

WHEREAS, to meet the requirements required under Wis. Stats. § 66.1105(6)(g)3, the City of De Pere created several programs targeting the implementation of affordable housing throughout the community, and the City of De Pere seeks to utilize 100% of the funding toward housing affordability by continuing to implement neighborhood and housing improvement programming through the existing affordable housing initiative that includes the following programs:

(1) A housing stock improvement program for those that qualify under the affordable housing program guidelines.

(2) An affordable housing development program to include affordable units, as defined by WHEDA and CDBG limits, in residential or mixed-use developments;

(3) A second story/upper story activation program to renovate and update units within and around the downtown for affordable units; and
(4) Affordable Lot Purchase program;

(5) Rock the Block by Habitat for Humanity partnership completed in 2024 and pending second round in 2026; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval of the extension of TID No. 8.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT**:**

The Common Council, finding that protection and improvement of the City's neighborhoods and housing stock is critical to maintaining a healthy and sustainable community, hereby extends the life of TID No. 8 for up to (12) months from the adoption date of this Resolution, while reserving the right to close the TID earlier.

BE IT FURTHER RESOLVED THAT:

The City will use funds from the extension of TID No. 8 to improve and benefit affordable housing in the community.

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 15th day of July, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 04/08/2025

City of De Pere, Wisconsin **1.19**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Development Services
FROM:	Daniel Lindstrom, Development Services Director
SUBJECT:	Resolution #25-75 Terminating Tax Incremental Financing District No. 8.
RECOMMENDED ACTION:	Approval

The City created TID No. 8 as an mixed-use TID on the west side on August 21, 2007. The TID has a maximum life of August 21, 2027. The City extended the life of the TID by one year to collect funds to create and manage an affordable housing program(s).

Terminating the TID after April 15, 2025 assigned 2026 as the final year of taxes collected. The City intends to utilize the 2021 tax revenue generated from the 2020 increment to pay off the remaining debt and utilize the 2022 revenue generated from the 2021 increment to fund the housing improvement programs.

After the TID closure, the City could see an increase of approximately $300,000 in property tax revenue into the general fund.

On April 8, 2025, the Finance and Personnel Committee, by a vote of 5-0, unanimously recommended approval of the termination of Tax Increment No. 8 in the City of De Pere.

ATTACHMENTS:
TID No 8 Extension TID No 8 Termination and TID 16 Termination 04032025, Reso25-75

CITY OF DE PERE
MEMO

To: Honorable Mayor James Boyd
Finance and Personnel Committee

From: Daniel Lindstrom, Development Services Director

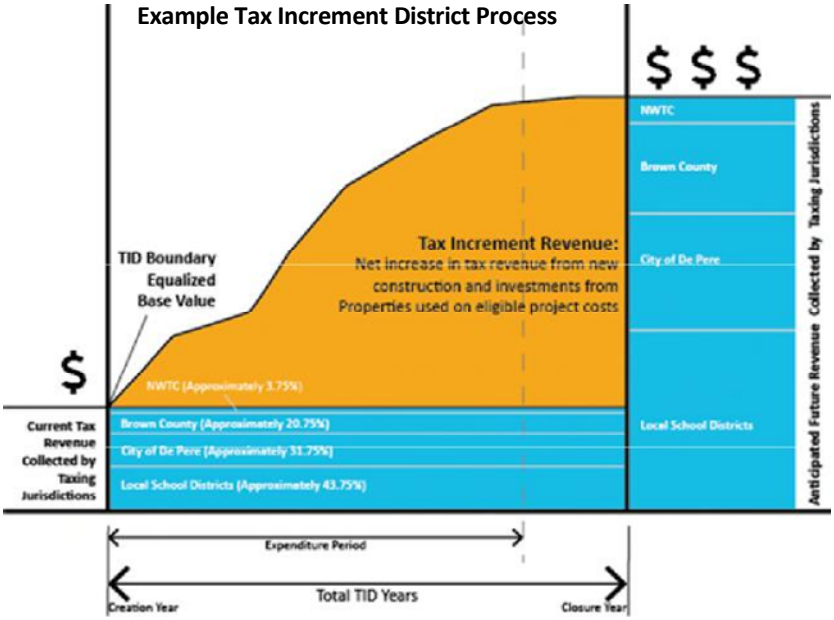
Date: April 8, 2025

RE: **Consideration and Possible Action on the Termination of TID No. 16. in the City of De Pere***

Consideration and Possible Action on the extension of TID No. 8 for One-Year for the purpose of funding the City of De Pere Affordable Housing Programs.*

Consideration and Possible Action on the Termination of TID No. 8 in the City of De Pere*

The City has the authority to establish, extend, and terminate Tax Increment Districts (TIDs) to support economic development. This memo provides background on the closure of TID No. 16, as well as the affordable housing extension and termination of TID No. 8.



A TID must be terminated at the end of its maximum lifespan or when the tax increments collected exceed the approved project costs. Upon termination, the full property value within the TID is returned to the tax rolls for the overlying taxing jurisdictions, including the City, County, School District, and Technical College.

In the example provided, the blue column represents the increased property value subject to taxation upon the closure of the TID. While the TID is active, tax revenue for each overlying jurisdiction is limited to the base value of the TID property. Once terminated, all overlying taxing jurisdictions share the expanded tax base, allowing tax rates to be lowered while still generating the same revenue. Without the development facilitated by the TID, jurisdictions would only be able to tax the original base value. By partnering to encourage development, all overlying jurisdictions benefit from an increased tax base.

If the TID property value does not grow as anticipated, the municipality may not collect sufficient tax increments to cover its expenditures. In such cases, the municipality is responsible for any outstanding debts upon termination. Additionally, if tax increment revenue exceeds project costs at the time of termination, the municipality must redistribute surplus funds to the overlying taxing jurisdictions in proportion to their respective tax levies, excluding tax increment financing (TIF)

Part 1: TID No. 16 Termination

The City established Tax Increment District (TID) No. 16 as a rehabilitation and conservation TID on the east side of downtown on February 19, 2020. This single-use district was created to support the redevelopment of 123 N Broadway. However, due to the COVID-19 pandemic and the developer's decision to pivot toward the larger ShopKo redevelopment, the original project did not materialize.

Since then, the City has created TID No. 18 as an overlay TID, rendering TID No. 16 redundant. As all project costs have been fully paid, the district is now set to close.

Staff anticipate presenting the termination resolution to the Common Council on May 6, 2025. Because the termination occurs after April 15, the resolution will classify the effective termination year as 2026

Tax Incremental District (TID) Termination Timeframes

Municipal Termination Resolution Adoption Date*	Termination Year	TID Removed from Tax/Assessment Roll	Last Year Tax Increment Received	Last Administrative Fee Due	Last TID Equalized Value Established	Last Annual Report Due to DOR
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April 19, 2028 – April 17, 2029	2029	2029	2029 (for 2028 taxes)	April 18, 2028	August 15, 2028	July 2, 2029 (for 2028)
April 18, 2029 – April 15, 2030	2030	2030	2030 (for 2029 taxes)	April 17, 2029	August 15, 2029	July 1, 2030 (for 2029)

** Municipality must notify the Wisconsin Department of Revenue (DOR) by April 15 of the termination year. In some years the observance of Emancipation day affects the termination deadline.*

Staff Recommendations: (1) Prepare and submit the termination resolution to the Common Council for approval and submittal to the State and (2) Complete the final audit of TID No. 16 within 12 months of the termination resolution.

Part 2: TID No. 8 One-Year Affordable Housing Extension

The City established Tax Increment District (TID) No. 8 as an industrial TID on the west side on August 21, 2007, with a maximum lifespan extending to August 21, 2027. The district has generated sufficient revenue to cover all outstanding project costs and debt, allowing it to be extended and subsequently terminated.

Municipalities have the authority to extend the lifespan of a TID for two primary reasons: (1) to pay off existing debt, and/or (2) to allocate the final year of tax increment funding toward affordable housing. To proceed with an extension, the City must pass a resolution that (1) specifies the duration of the extension (typically up to 12 months) and (2) outlines how the funds will be used to improve housing stock. Following the resolution, the City may terminate the TID at any point. This affordable housing extension was incorporated into tax increment financing (TIF) law in 2009.

Before closing a TID, the municipality must adopt a resolution and provide documentation confirming that all project costs have been or will be paid. Upon receiving a copy of the municipal resolution, the Department of Revenue (DOR) is required to authorize the allocation of tax increments for one additional year. At least 75% of the tax increment must be used to support affordable housing initiatives, while up to 25% may be directed toward housing stock renewal programs.

The planned extension of TID No. 8 will allow the City of De Pere to receive tax increments for one additional year, until 2025, with an estimated $319,150 allocated to City housing funds. The City has committed to allocating 100% of the funds to affordable housing projects.

Background on Affordable Housing Allocations

In 2022, the City received $1,968,527 for affordable housing and general housing stock improvements. Municipalities are required by state law to identify their affordable housing needs and develop an action plan. Additionally, the City must define how the funds will be used in its affordable housing extension resolution.

In 2021, the City extended TID No. 6 and committed to allocating a minimum of 75% of the funds received for affordable housing initiatives, including:

After receiving the funds, the City may modify specific programs, provided that at least 75% of the funds remain allocated to affordable housing. In 2023, the City expanded the program by mandating that 100% of affordability funds be directed toward affordable housing projects. Two additional initiatives were added:

Staff Recommendation: Prepare and submit the affordable housing extension resolution to the Common Council for approval and subsequent submission to the state.

Part 3: TID No. 8 Termination:

The City established Tax Increment District (TID) No. 8 as an industrial TID on the west side on August 21, 2007, with a maximum lifespan extending to August 21, 2027. The district has generated sufficient revenue to cover all outstanding project costs and debt, allowing it to be extended and subsequently terminated.

Terminating TID No. 8 after April 15 will designate 2026 as the final year for tax collections. The City plans to utilize tax revenue generated from the 2024 increment in 2025 to pay off remaining debt and allocate tax revenue generated from the 2025 increment in 2026 to fund housing improvement programs.

Staff Recommendations: (1) Prepare and submit the termination resolution to the Common Council after the State approves the Affordable Housing Extension. (2) Complete the final audit of TID No. 8 within 12 months of the termination resolution.

Note: The termination resolution may be delayed by a few Common Council meetings to ensure the City follows the proper procedural steps.

RESOLUTION #25-75

TERMINATION OF TAX INCREMENTAL DISTRICT (TID) NO. 8
IN THE CITY OF DE PERE

WHEREAS, the City of De Pere created TID No. 8 on August 21, 2007, which as of January 1, 2025, the City has recouped costs to pay off all aggregate project costs; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval of the closure of TID No 8.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere does hereby dissolve/terminate TID No. 8.

BE IT FURTHER RESOLVED THAT:

The Clerk shall notify the Wisconsin Department of Revenue (DOR), within sixty (60) days of this resolution or prior to the deadline of April 15, 2026, whichever comes first, that the TID has been terminated.

BE IT FURTHER RESOLVED THAT:

The Clerk shall sign the required DOR Final Accounting Submission Date Form (PE-223) agreeing on a date by which the City of De Pere shall submit the final accounting information to the DOR.

BE IT FURTHER RESOLVED THAT:

The Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined in the final audit by the auditors, CLA (CliftonLarsonAllen).

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents 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 15th day of July, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 04/08/2025

City of De Pere, Wisconsin **1.20**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Development Services
FROM:	
SUBJECT:	Resolution #25-76 Terminating Tax Increment District No. 16.
RECOMMENDED ACTION:	Approval

On April 8, 2025, the Finance and Personnel Committee, by a vote of 5-0, unanimously recommended approval of the termination of Tax Increment No. 16 in the City of De Pere.

ATTACHMENTS:
TID No 8 Extension TID No 8 Termination and TID 16 Termination 04032025, Reso25-76

CITY OF DE PERE
MEMO

To: Honorable Mayor James Boyd
Finance and Personnel Committee

From: Daniel Lindstrom, Development Services Director

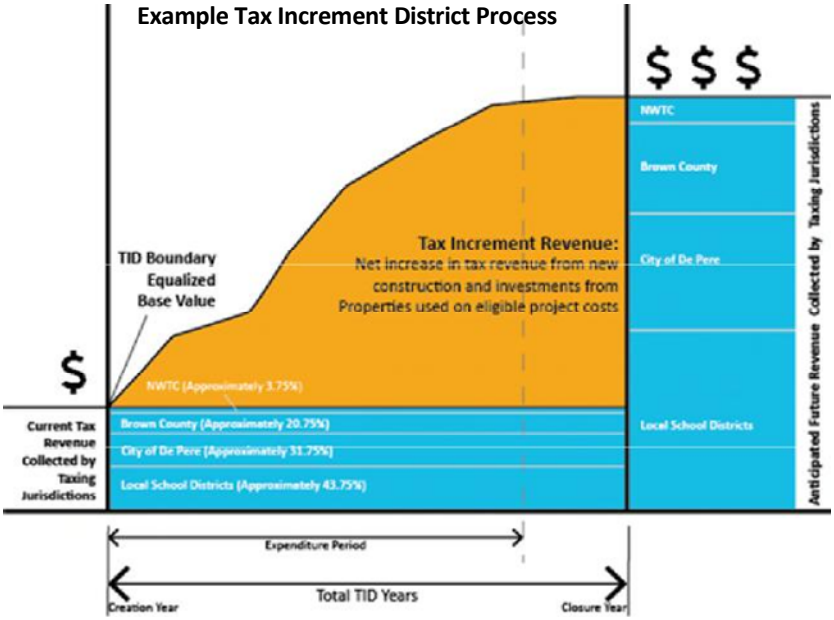
Date: April 8, 2025

RE: **Consideration and Possible Action on the Termination of TID No. 16. in the City of De Pere***

Consideration and Possible Action on the extension of TID No. 8 for One-Year for the purpose of funding the City of De Pere Affordable Housing Programs.*

Consideration and Possible Action on the Termination of TID No. 8 in the City of De Pere*

The City has the authority to establish, extend, and terminate Tax Increment Districts (TIDs) to support economic development. This memo provides background on the closure of TID No. 16, as well as the affordable housing extension and termination of TID No. 8.



A TID must be terminated at the end of its maximum lifespan or when the tax increments collected exceed the approved project costs. Upon termination, the full property value within the TID is returned to the tax rolls for the overlying taxing jurisdictions, including the City, County, School District, and Technical College.

In the example provided, the blue column represents the increased property value subject to taxation upon the closure of the TID. While the TID is active, tax revenue for each overlying jurisdiction is limited to the base value of the TID property. Once terminated, all overlying taxing jurisdictions share the expanded tax base, allowing tax rates to be lowered while still generating the same revenue. Without the development facilitated by the TID, jurisdictions would only be able to tax the original base value. By partnering to encourage development, all overlying jurisdictions benefit from an increased tax base.

If the TID property value does not grow as anticipated, the municipality may not collect sufficient tax increments to cover its expenditures. In such cases, the municipality is responsible for any outstanding debts upon termination. Additionally, if tax increment revenue exceeds project costs at the time of termination, the municipality must redistribute surplus funds to the overlying taxing jurisdictions in proportion to their respective tax levies, excluding tax increment financing (TIF)

Part 1: TID No. 16 Termination

The City established Tax Increment District (TID) No. 16 as a rehabilitation and conservation TID on the east side of downtown on February 19, 2020. This single-use district was created to support the redevelopment of 123 N Broadway. However, due to the COVID-19 pandemic and the developer's decision to pivot toward the larger ShopKo redevelopment, the original project did not materialize.

Since then, the City has created TID No. 18 as an overlay TID, rendering TID No. 16 redundant. As all project costs have been fully paid, the district is now set to close.

Staff anticipate presenting the termination resolution to the Common Council on May 6, 2025. Because the termination occurs after April 15, the resolution will classify the effective termination year as 2026

Tax Incremental District (TID) Termination Timeframes

Municipal Termination Resolution Adoption Date*	Termination Year	TID Removed from Tax/Assessment Roll	Last Year Tax Increment Received	Last Administrative Fee Due	Last TID Equalized Value Established	Last Annual Report Due to DOR
April 18, 2023 – April 15, 2024	2024	2024	2024 (for 2023 taxes)	April 18, 2023	August 15, 2023	July 1, 2024 (for 2023)
April 16, 2024 – April 15, 2025	2025	2025	2025 (for 2024 taxes)	April 15, 2024	August 15, 2024	July 1, 2025 (for 2024)
April 16, 2025 – April 15, 2026	2026	2026	2026 (for 2025 taxes)	April 15, 2025	August 15, 2025	July 1, 2026 (for 2025)
April 16, 2026 – April 15, 2027	2027	2027	2027 (for 2026 taxes)	April 15, 2026	August 15, 2026	July 1, 2027 (for 2026)
April 16, 2027 – April 18, 2028	2028	2028	2028 (for 2027 taxes)	April 15,2027	August 15, 2027	July 3, 2028 (for 2027)
April 19, 2028 – April 17, 2029	2029	2029	2029 (for 2028 taxes)	April 18, 2028	August 15, 2028	July 2, 2029 (for 2028)
April 18, 2029 – April 15, 2030	2030	2030	2030 (for 2029 taxes)	April 17, 2029	August 15, 2029	July 1, 2030 (for 2029)

** Municipality must notify the Wisconsin Department of Revenue (DOR) by April 15 of the termination year. In some years the observance of Emancipation day affects the termination deadline.*

Staff Recommendations: (1) Prepare and submit the termination resolution to the Common Council for approval and submittal to the State and (2) Complete the final audit of TID No. 16 within 12 months of the termination resolution.

Part 2: TID No. 8 One-Year Affordable Housing Extension

The City established Tax Increment District (TID) No. 8 as an industrial TID on the west side on August 21, 2007, with a maximum lifespan extending to August 21, 2027. The district has generated sufficient revenue to cover all outstanding project costs and debt, allowing it to be extended and subsequently terminated.

Municipalities have the authority to extend the lifespan of a TID for two primary reasons: (1) to pay off existing debt, and/or (2) to allocate the final year of tax increment funding toward affordable housing. To proceed with an extension, the City must pass a resolution that (1) specifies the duration of the extension (typically up to 12 months) and (2) outlines how the funds will be used to improve housing stock. Following the resolution, the City may terminate the TID at any point. This affordable housing extension was incorporated into tax increment financing (TIF) law in 2009.

Before closing a TID, the municipality must adopt a resolution and provide documentation confirming that all project costs have been or will be paid. Upon receiving a copy of the municipal resolution, the Department of Revenue (DOR) is required to authorize the allocation of tax increments for one additional year. At least 75% of the tax increment must be used to support affordable housing initiatives, while up to 25% may be directed toward housing stock renewal programs.

The planned extension of TID No. 8 will allow the City of De Pere to receive tax increments for one additional year, until 2025, with an estimated $319,150 allocated to City housing funds. The City has committed to allocating 100% of the funds to affordable housing projects.

Background on Affordable Housing Allocations

In 2022, the City received $1,968,527 for affordable housing and general housing stock improvements. Municipalities are required by state law to identify their affordable housing needs and develop an action plan. Additionally, the City must define how the funds will be used in its affordable housing extension resolution.

In 2021, the City extended TID No. 6 and committed to allocating a minimum of 75% of the funds received for affordable housing initiatives, including:

After receiving the funds, the City may modify specific programs, provided that at least 75% of the funds remain allocated to affordable housing. In 2023, the City expanded the program by mandating that 100% of affordability funds be directed toward affordable housing projects. Two additional initiatives were added:

Staff Recommendation: Prepare and submit the affordable housing extension resolution to the Common Council for approval and subsequent submission to the state.

Part 3: TID No. 8 Termination:

The City established Tax Increment District (TID) No. 8 as an industrial TID on the west side on August 21, 2007, with a maximum lifespan extending to August 21, 2027. The district has generated sufficient revenue to cover all outstanding project costs and debt, allowing it to be extended and subsequently terminated.

Terminating TID No. 8 after April 15 will designate 2026 as the final year for tax collections. The City plans to utilize tax revenue generated from the 2024 increment in 2025 to pay off remaining debt and allocate tax revenue generated from the 2025 increment in 2026 to fund housing improvement programs.

Staff Recommendations: (1) Prepare and submit the termination resolution to the Common Council after the State approves the Affordable Housing Extension. (2) Complete the final audit of TID No. 8 within 12 months of the termination resolution.

Note: The termination resolution may be delayed by a few Common Council meetings to ensure the City follows the proper procedural steps.

RESOLUTION #25-76

TERMINATION OF TAX INCREMENTAL DISTRICT (TID) NO. 16
IN THE CITY OF DE PERE

WHEREAS, the City of De Pere created TID No. 16 on February 19, 2020, which as of January 1, 2025, has all aggregate project costs paid off; and

WHEREAS, all TID No. 16 projects did not materialize, and the City created TID No. 18 as an overlay Tax Increment District in 2024; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval of the closure of TID No. 16.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council of the City of De Pere does hereby dissolve/terminate TID No. 16.

BE IT FURTHER RESOLVED THAT:

> The Clerk shall notify the Wisconsin Department of Revenue (DOR), within sixty (60) days of this resolution or prior to the deadline of April 15, 2026, whichever comes first, that the TID has been terminated.

BE IT FURTHER RESOLVED THAT:

> The Clerk shall sign the required DOR Final Accounting Submission Date Form (PE-223) agreeing on a date by which the City of De Pere shall submit the final accounting information to the DOR.

BE IT FURTHER RESOLVED THAT:

> The Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined in the final audit by the auditors, CLA (CliftonLarsonAllen).

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents 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 15th day of July, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 04/08/2025

City of De Pere, Wisconsin **1.21**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Development Services
FROM:	Daniel Lindstrom, Development Services Director
SUBJECT:	Resolution #25-77 Authorizing AIA Documents A133-2019 and A201-2017 with Miron Construction for Public Parking Structure at 230 N Wisconsin St (ED-875).
RECOMMENDED ACTION:	Staff recommends approval of this item.

At its meeting on January 14, 2025, the Finance/Personnel Committee voted unanimously to award a contract for Construction Manager at Risk (CMaR) to Miron Construction for a public parking structure at 230 N Wisconsin St (ED-875).

ATTACHMENTS:
DJL Memo (1-14-25), Reso25-77, AIA Document A133-2019 R1 PE

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: January 14, 2025

RE: **Consideration and possible action on the award of contract for Construction Manager at Risk (CMaR) for a public parking structure at 230 N Wisconsin St (ED-875) to Miron Construction***

Overview
In 2023, the City of De Pere approved a term sheet for redeveloping the former ShopKo retail store at the 200 block of Broadway and Wisconsin Streets. The approved term sheet included development terms for five new mixed-use buildings downtown and a publicly owned parking structure. In July 2024, the City and Developer approved an initial development agreement for the first building (Building "F"), including the sale of the appropriate road right-of-way and parcel for the future parking structure. The development agreement contemplated an approximately 220-240-stall parking structure. The City closed on the parking structure lot on September 24, 2024

What is Construction Management at Risk (CMaR)
The CMaR is a delivery method which entails a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP. The CMaR provides professional services and acts as a consultant to the owner in the design development with the designer and construction phases with the contractor. Often times, the CMaR also provides some of the actual construction of the project depending on the availability of bidders and the expertise the company has. In addition to acting in the owner's interest, the CMaR must manage and control construction costs to not exceed the GMP because contractually any costs exceeding the GMP that are not change orders are the financial liability of the CMaR. An additional benefit to project is have a CMaR with construction experience will create a feedback look to the designer to ensure they can identify construction challenges before the design is final. As such, they are able to streamline the overall design and bidding process.

Generally, the CMaR will give the Owner a GMP prior to bidding the project. Included in this GMP is a contingency line item to take care of bid overages, reasonably inferred items and other project related items that may arise during construction. By giving the Owner the GMP prior to bids, the CMaR assumes the risk of bids coming in higher as they are contractually bound to deliver the project per the plans and specifications and any additional allowances as defined in his GMP. However to prevent significant padding of the GMP the City has included a professional cost estimator in the contract proposal with the designer to ensure both parties are designing a quality project and at a fair and reasonable price.

RFP Breakdown/Issuance
In October and November, the City prepared and revised two separate Requests for Proposals (RFP) for (1) Design and (2) Construction Manager at Risk (CMaR). The scope of the Request for Proposals Consulting Services - Architecture and Engineering Design Services Public Parking Garage is included within this exhibit.

Proposed Timeline

Below are details of the proposed timeline for the completion of the RFP and consultant selection process, the design process, and the construction process.

Finance and Personnel Committee..... January 14, 2025
Council Approval..... January 21, 2025
Notice to Proceed ..... January 22, 2025

Design Specific – Note: Design kickoff is ahead of CMaR Kickoff
Design Kickoff meeting w/staff..... Week of January 13, 2025
Phase 1 – Conceptual / 30% Design ..... January 31, 2025/March 11, 2025 (F&P)
Phase 1 – 60% Design ..... Week of May 5, 2025
Phase 1 – 90% Design ..... Week of June 10, 2025 (F&P)
Phase 1 – Site Plan Approval ..... June 23, 2025
Phase 1 – 100% Design ..... Week of June 30, 2025
Phase 1 – Final Design Approval..... Week of July 7, 2025

CMaR Specific
Phase 2 - Issue Invitation to BID ..... Week of July/August 22, 2025
Phase 3 – Construction Management ..... Sept 2025 to June/July 2026.

Received proposals:

The City sent both RFPs directly to 30 potentially interested parties and posted the RFPs to various professional organizational webpages. The City received two proposals – Findorff and Miron Construction

Staff evaluations:

The review team, comprised of the City Administrator, City Attorney, City Engineer, Development Services Director, and Community and Economic Development Specialist, evaluated the proposals based on the following scoring criteria:

Cover Letter (2 pages):	0 PTs
Qualifications and Capabilities (up to 10 pages):	15
Project Understanding and Approach (up to 10 pages):	40
Project Timeline (up to 5 pages):	15
Budget (up to 2 pages):	15
References:	15
Total	100

Both proposals were well-written and had quality references and quality examples. Both proposals reviewed the needs of the City and presented a proposal that staff believes would meet the City's needs for CMaR. Both proposals also have significant experience working with designers. However, after reviewing the proposal, staff felt that the Miron approach with Wells and Midwest Structure engineering, cost and experience with the selected designer was the best fit for the City. Both proposals are listed in the agenda packet.

Cost proposals:

The Findorff team presented a package that included total costs and total hours for a CMaR and expenses for a total of $564,091. The Miron Team presented a package based on cost per month approach with an added with optional for Park Smart certification. Total proposal cost of $297,000.

Recommendation

Staff recommends awarding the CMaR for the public parking structure to Miron Construction.

Exhibit: Objectives and Scope

OBJECTIVES

The City seeks to design and construct a parking garage with at least 220 parking spaces. The subject area is described as Lot 1 in Exhibit C. The design shall be done promptly and maximize the number of parking spaces while balancing the need to retain the downtown character.

For information only, the City will evaluate the design proposal based on, but not limited to, the following design objectives:

A. During the design of the public parking garage, the Parties will work collaboratively to determine whether it is feasible for the public parking garage to include both surface and subgrade parking garage/structure or if it should solely be a surface-level garage. The City is solely responsible for determining the project's total size, height, and scale.

B. The designer's approach to the project and the design's aesthetic value are viewed by pedestrians, motorists, and visitors to downtown De Pere, and its overall fit with the urban character of the vision for Downtown. The Proposer will use good faith efforts to design and construct the public parking garage complimentary to the structures planned for the conceptual redevelopment. The City envisions involving the public in the design process and allows the public to provide input on the design of the public parking garage throughout said process. The City reserves the sole authority to approve the final design of the public parking garage.

C. The design's functionality includes how one conveniently and safely enters and exits the garage while minimizing the impact on pedestrian comfort and safety.

D. The plan is to implement technology investments to make the ramp as self-sufficient and low maintenance as possible (smart lighting fixtures with occupancy sensors, gate arms, LRPs, etc.), consistent with a conceptual theory of operations plan.

E. The design must include streetscaping in the overall design concept, and there must be ample room for wide sidewalks and decorative streetlamps consistent with the Downtown.

F. The structure must be designed with high quality, long-term durability, and low maintenance components/elements that withstand the Wisconsin/Midwest climate.

G. Patron security must be a design priority, and an efficient lighting system is essential. Emergency lighting shall be incorporated in appropriate locations throughout the structure. The design shall include a camera surveillance system at each level in strategic locations where pedestrian and vehicle traffic will occur.

H. Accessibility requirements must be incorporated in all aspects of the structure.

I. Appropriate signage and graphics shall be provided to clearly define ingress and egress, emergency and safety information, and any other information necessary for the operation of the garage.

J. The garage shall accommodate any required mechanical, electrical, fire protection, elevator, and mechanical equipment rooms in compliance with all codes and standards.

K. Work with the City Department of Public Works to prepare plans to meet required stormwater requirements.

L. The inclusion of preplanned conduit for electric vehicle charging.

M. The City of De Pere is committed to fostering, encouraging, and supporting sustainable development and green building practices to the maximum extent possible. Respondent(s) shall demonstrate how sustainable building, parking, and transportation practices can be incorporated into the proposed parking structure's design, management, and operation. Demonstration of sustainable practices shall include a summary of the pros and cons of each, the anticipated maintenance implications, and initial costs and potential savings. The final design should enable the proposed Parking Structure to obtain Parksmart Certification through Green Business Certification, Inc. (GBCI), the certifying body for LEED. Current assumptions are that rooftop solar canopies may be part of the final design. Respondent(s) may include an International Parking Institute/GBCI Parksmart Advisor on their team to demonstrate expertise and familiarity with this standard.

SCOPE OF WORK

Phase 2: Construction Manager at Risk (CmaR)

The Construction Manager at Risk (CmaR) will be expected to provide complete management of construction and installation services for this project. Generally, the CMaR will coordinate and manage all construction services on the project and procure trade subcontracts and owner-direct purchases under the Wisconsin Statutes and public bidding requirements applicable to municipal construction.

The CMaR will be responsible for the project completion and cost of the subcontracts. Direct Owners Purchase items should be identified by the CMaR in the pre-construction phase and managed and coordinated by the CMaR. For those trade subcontracts that are not assigned to the CMaR by the City, the CMaR shall manage that portion of the work but shall not be responsible for that work or the price of that work.

The CMaR will not perform, nor permit the trade subcontractors to perform, the construction, execution, repair, remodeling, or improvements, nor furnish supplies or materials unless the performance or supply complies with public works contracts and bid requirements of the Wisconsin Statutes. Including without limitation Wisconsin Statutes Sections 62.15 and 66.29. During the pre-construction period, the CMaR will also assist in completing the project's design by providing critical reviews and suggestions for improving the project's economy, schedule, and constructability.

The CMaR will also provide cost estimates for the project during pre-construction and provide prebid services to assemble individual bid packages for all sub-contract divisions necessary for the construction of the complete project.

The City will allow the CMaR to self-performance the value of the project. Any self-performance of a portion of the project shall only occur if CMaR submits a sealed bid as part of the public bidding project and before receipt of any other bids. A CMaR that intends to submit any bids for work shall not participate in the bid openings, evaluation, and award process for those parts. Services shall include, but not be limited to:

1. *Construction Management Pre-construction Phase Scope of Services.* Respondents shall participate in the design phase, including, but not limited to:
    a. Constructability reviews
    b. Value engineering reviews
    c. Site logistics plan
    d. Schedule and phasing coordination

e. Cost control management
f. Establish a direct purchase item list
g. Construction documents conversion into subcontractor bid packages

2. *Bid-Phase Scope of Services:* Respondents shall lead the pre-bidding and bidding process, including, but not limited to:
    a. Developing the Master Project Schedule
    b. Preparation of bid template
    c. Issue subcontractor bid packages
    d. Conduct pre-construction conferences and site visits
    e. Process all addenda
    f. In conjunction with the City, receive bids from subcontractors and conduct public bid openings (except in the case of the submission of sealed bids from the CMaR under the details above)
    g. Execute subcontractor agreements
    h. Review bids and make a recommendation for award to the City
    i. Issue Guaranteed Maximum Price (an amendment to the CMaR Agreement).

3. *Construction Phase Scope of Services:* Respondents shall provide Project Management at a level of support to be determined as part of any supplemental amendment to the approved Agreement, which typically includes;

    a. Comply with General Conditions & Requirements
    b. Conduct pre-construction conference
    c. Periodic update of the Master Construction Schedule
    d. Lead progress meeting, communications, and meeting minutes
    e. Attend bi-weekly construction meetings as needed
    f. Review and prepare monthly progress payment requests; obtain lien waivers
    g. Provide payment application review and inspection to verify all work is completed
    h. Periodic update of project cash flow projections
    i. Act as the project's prime liaison
    j. Provide construction inspection at a level of support
    k. Coordinate all change order administration
    l. Coordinate all types of submittals
    m. Coordinate all types of testing and Inspections
    n. Coordinate all sub-contractors
    o. Direct Owner Purchase Order System – execute and monitor
    p. Provide construction trailers, storage, equipment, barriers, etc.
    q. Provide all necessary on-site CMaR personnel
    r. Develop and issue a punch list;
    s. Coordinate Substantial Completion and Turnover
    t. Work with the designer/AE to prepare record drawings of the completed construction, utilizing redline drawings prepared by the designer/AE/CMaR. As-built drawings shall include complete sets of PDF and CAD electronic files and a set of full-scale hard-copy drawings.

NOTE: It shall be the CMaR responsibility to be familiar with and take into consideration, when responding to this RFP, all of the City of De Pere, State of Wisconsin, and federal government requirements, including, but not limited to, construction contract requirements, permitting,

warranty for construction defects, assurance of completion, progress payment requests, construction guidelines (including but not limited to: project planning & technical review, construction costs, energy conservation, environmental & hazardous material review), standards of design, cost certification, affirmative action, substantial completion/permission to occupy and final closeout.

RESOLUTION #25-77

AUTHORIZING AIA DOCUMENT A133-2019 AND A201-2017 BETWEEN THE
CITY OF DE PERE AND MIRON CONSTRUCTION CO., INC.
(Architecture and Engineering Design Services Public Parking Garage)

WHEREAS, the City is in need of contracting with a consulting firm to perform design specific architecture and engineering as well as Construction Manager at Risk (CMaR) services for the design and construction of a public parking garage on City-owned Parcel No. ED-875 at 230 North Wisconsin Avenue; and

WHEREAS, Miron Construction Co., Inc. has available and offers to provide qualified personnel and professional assistance necessary to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The City Manager and City Clerk are authorized and directed to execute the AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor with Miron Construction Co., Inc. as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

> All City officials, officers, employees, and agents 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 15th day of July, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 01/14/2025

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 4th day of March in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of De Pere
335 S. Broadway
De Pere, WI 54115

and the Construction Manager:
(Name, legal status, address, and other information)

Miron Construction Co., Inc.
1471 McMahon Drive
Neenah, WI 54956

for the following Project:
(Name, location, and detailed description)

City of De Pere Public Parking Garage
De Pere, WI

The Architect:
(Name, legal status, address, and other information)

Graef
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Reference Exhibit 3 for Owner's Program.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The City of De Pere seeks to design and construct a parking garage with at least 220 parking spaces. The design shall be done promptly and maximize the number of parking spaces while balancing the need to retain the downtown character.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Budget cost for the Guaranteed Maximum Price (GMP) is unidentified at this time.

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Conceptual Design: March 31, 2025
30% Design: April 28, 2025
60% Design: Week of June 2, 2025
90% Design: Week of June 23, 2025
100% Design: Week of July 28, 2025
Final Design: Week of August 11, 2025

.2 Construction commencement date:

Anticipated construction commencement is September 2025; to be finalized in the GMP Amendment.

.3 Substantial Completion date or dates:

Anticipated Substantial Completion is July 2026; to be finalized in the GMP Amendment.

.4 Other milestone dates:

Anticipated Final Completion is August 2026; to be finalized in the GMP Amendment.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Not applicable.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Not applicable.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Kimberly Flom, City Manager
City of De Pere
335 S. Broadway
De Pere, WI 54115

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Not applicable.

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§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Walker Consultants (Parking Consultant)
2895 Greenspoint Parkway Suite 600
Hoffman Estates, IL 60169

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Jason Gross
Graef
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

John Murphy
Miron Construction Co., Inc.
1175 Lombardi Ave., Suite 300
Ashwaubeonon, WI 54304

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

John Murphy, Principal in Charge
Kurt Wolfgram, Customer Executive

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Trade packages to be bid as defined in Article 9.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. Construction Manager understands and agrees that Owner must exercise control over the process of approving Modifications to the Contract Documents, including but not limited to revisions either to the Guaranteed Maximum Price or Modifications outside the scope of the Guaranteed Maximum Price and necessary Owner approval processes related to such revisions. Construction Manager further understands and agrees that certain revisions and/or Modifications may require approval from Owner's city council, and such additional approval process regarding revisions and/or Modifications may lengthen the timeline of Owner's payment submission(s) to Construction Manager. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and

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construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Owner's Request for Proposals **dated** _____, Construction Manager's Proposal thereto **dated** _____, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and

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construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

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§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the

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Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the

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Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs
The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control
The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the

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Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Preconstruction Phase services to be provided for a lump sum value of $0.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid twenty (20) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

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ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Construction Manager's Fee shall be equal to 2.50% of the Cost of the Work.

The Construction Manager will be compensated for the General Conditions/Staffing items, which include mobilization, project management, project superintendent, vehicles/fuel, office trailers/supplies, telephones, computers/software, and office support activities for a lump sum value of $29,700 per month. If the project pursues ParkSmart Certification, an additional monthly lump sum cost of $2,150 per month for administrative services.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

All additive changes to the Project shall be equal to 2.50% of the Cost of the Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractor's overhead and profit shall not exceed 15%.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 6.1.6 Intentionally Deleted

§ 6.1.7 Intentionally Deleted

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner .

All savings from the Guaranteed Maximum Price shall return to the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution

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of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. All trade contracts will be bid and based on a lump sum value; only allowances, General Requirements, or other activities performed on a time and material basis will be tracked on a reimbursable basis.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, wages paid for labor involved in expediting material and equipment for the project from the Construction Manager's yard and maintenance facilities. Labor, as identified throughout Article 7.1, will be billed as set forth in the attached Exhibit 1 – Labor Rate Schedule, which in addition to wages paid and attendant burden includes charges for overhead and/or profit in addition to the fee for any work that is not performed on a lump sum basis.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Senior Project Manager
Project Manager
Project Accountant
Document Controls Administrator

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for

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taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. Reference Exhibit 2 for equipment rates applicable for any portion of the Work performed on a time and material basis.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums or assessed value indicated in the Cost of the Work Summary for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Insurance will be billed at sixty-five hundredths percent (0.65%) of the Cost of the Work.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is or may be liable.

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§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 All other General Conditions/Requirements costs which will be identified upon finalization of the Work and mutually agreed upon with Owner, Architect, and Construction Manager.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in

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which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is

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qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the same month in which Application for Payment is received month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

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§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage of five percent (5%) will be applicable.

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

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Upon reaching 50% completion based on the billing of the Cost of the Work, no additional retainage will be held if the Work is satisfactorily on schedule.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the

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Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

per annum % annual

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

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§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

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.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000) for each occurrence and five million dollars ($ 5,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages

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required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand dollars ($ 500,000) each accident, five hundred thousand dollars ($ 500,000) each employee, and five hundred thousand dollars ($ 500,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars ($ 1,000,000) per claim and two million dollars ($ 2,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Builder's Risk Insurance	

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents. The bonds will be billed at eighty hundredths percent (0.80%) of the Cost of the Work.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

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.5 Building Information Modeling Exhibit, if completed:

.6 Owner's Request for Proposals, dated _____
.7 Construction Manager's Proposal thereto, dated _____

.8 Other Exhibits:
Exhibit 1 Labor Rates
Exhibit 2 Equipment Rates
Exhibit 3 Owner's Program

(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
	BY: Tim Kippenhan, President
(Printed name and title)	*(Printed name and title)*

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AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 4th day of March in the year 2025
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

City of De Pere Public Parking Garage
De Pere, WI

THE OWNER:
(Name, legal status, and address)

City of De Pere
335 S. Broadway
De Pere, WI 54115

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Miron Construction Co., Inc.
1471 McMahon Drive
Neenah, WI 54956

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ B.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance
§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 04 13, CG 20 37 04 13, and, with respect to the Architect and the Architect's consultants, CG 20 32 04 13.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars ($1,000,000) each occurrence, two million ($2,000,000) general aggregate, and two million ($2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

Init.
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.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property; and
.4 bodily injury or property damage arising out of completed operations.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than one million dollars ($1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than five hundred thousand dollars ($500,000) each accident, five hundred thousand dollars ($500,000) each employee, and five hundred thousand dollars ($500,000) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

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§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ten million dollars ($10,000,000) per claim and ten million dollars ($10,000,000) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

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[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	Equal to Contract Value
Performance Bond	Equal to Contract Value

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

City of De Pere Public Parking Garage
De Pere, WI

THE OWNER:
(Name, legal status and address)

City of De Pere
335 S. Broadway
De Pere, WI 54115

THE ARCHITECT:
(Name, legal status and address)

Graef
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203

THE CONTRACTOR:
(Name, legal status and address)

Miron Construction Co., Inc.
1471 McMahon Drive
Neenah, WI 54956

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in this Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price and related exhibits, Drawings, Specifications, Addenda issued prior to execution of the Contract, the Owner's Request for Proposals **dated** _____, Contractor's Proposal thereto **dated** _____, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is

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otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or

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authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control

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and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a

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request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section

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9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. For the avoidance of doubt, the presence of per-and polyfluoroalkyl Substance (PFAS) shall be considered a concealed and unknown physical condition regardless of any provision in the Contract Documents to the contrary and irrespective of any determination by the Architect/Initial Decision Maker, unless clearly and conspicuously identified as a site condition by name (PFAS or per- and polyfluoroalkyl Substances) and expressly included in the scope of Work. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

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§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

The Contractor hereby agrees to indemnify, defend and hold harmless the Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused occasioned or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify,

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defend and hold harmless the Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the Owner, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employes other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

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number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

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.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the

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Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. Notwithstanding the foregoing, the Application for Payment timeline contemplated in this Section does not apply to Modifications

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as such Modifications may require additional Owner public meeting approval processes and associated extended timelines.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge,

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information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

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§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage,

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loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the

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failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon

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receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to

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correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;
.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

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The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless

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the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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EXHIBIT 1

Confidential

City of DePere
DePere, WI
Labor Rates
Effective June 1, 2025 through May 31, 2026

POSITION	S.T.	O.T.	D.T.
Carpenter Foreman II	$ 101.96	$ 136.40	$ 170.83
Carpenter Foreman	$ 97.30	$ 129.52	$ 161.72
Carpenter	$ 91.98	$ 121.66	$ 151.32
Carpenter Apprentice	$ 86.49	$ 113.54	$ 140.58
Mason Supt	$ 124.10	$ 164.61	$ 205.11
Mason Foreman II	$ 103.29	$ 138.41	$ 173.52
Mason Foreman	$ 98.57	$ 131.46	$ 164.34
Mason	$ 93.19	$ 123.54	$ 153.88
Cement Finisher Foreman II	$ 103.29	$ 138.41	$ 173.52
Cement Finisher Foreman	$ 98.57	$ 131.46	$ 164.34
Cement Finisher	$ 93.19	$ 123.54	$ 153.88
Laborer Foreman II	$ 85.03	$ 116.43	$ 147.81
Laborer Foreman	$ 80.44	$ 109.62	$ 138.78
Laborer	$ 75.18	$ 101.82	$ 128.45
Operating Engineer	$ 102.04	$ 137.75	$ 173.44
Truck Driver	$ 76.58	$ 103.48	$ 130.36
Iron Worker Supt Level 2	$ 132.60	$ 175.83	$ 219.04
Iron Worker Supt Level 1	$ 123.40	$ 162.19	$ 200.96
Iron Worker FM II (Steel Erection)	$ 109.40	$ 145.96	$ 182.51
Iron Worker FM (Steel Erection)	$ 104.80	$ 139.14	$ 173.47
Iron Worker (Steel Erection)	$ 99.55	$ 131.35	$ 163.15
Iron Worker Appr (Steel Erection)	$ 93.68	$ 122.65	$ 151.61

The attached rates are negotiated rates not subject to audit adjustment.

The attached rates for project management and supervision includes the cost of leased vehicles, fuel and maintenance.

Upon expiration of the effective date identified above, the rates are subject to modification for changes in the respective union contracts and related impacts.

EXHIBIT 2
EQUIPMENT RENTAL RATES

Miron
Building Excellence

	Hourly	Daily	Weekly
Vehicles			
Auto	$ 10.50	$ 52.50	$ 157.50
Passenger Van	$ 27.00	$ 135.00	$ 405.00
Pickup Truck	$ 27.00	$ 135.00	$ 405.00
Stake Truck	$ 40.00	$ 200.00	$ 600.00
Semi Tractor w/ Trailer	$ 65.00	$ 325.00	$ 975.00
All-Terrain Vehicle			
2-Seat 4wd	$ 11.75	$ 58.75	$ 176.25
4-Seat 4wd	$ 20.00	$ 100.00	$ 300.00
Hoisting Equipment			
Mobile Cranes (mobilization/demobilization not included and will be priced per project)			
70 Ton (4-Hour Minimum)	$ 265.00	*Price on request*	
100 Ton (6-Hour Minimum)	$ 330.00	*Price on request*	
120 Ton (8-Hour Minimum)	$ 350.00	*Price on request*	
165 Ton (8-Hour Minimum)	$ 380.00	*Price on request*	
175 Ton (8-Hour Minimum)	$ 415.00	*Price on request*	
200 Ton (8-Hour Minimum)	$ 455.00	*Price on request*	
275 Ton (8-Hour Minimum)	$ 490.00	*Price on request*	
300 Ton (8-Hour Minimum)	$ 515.00	*Price on request*	
350 Ton (8-Hour Minimum)	$ 550.00	*Price on request*	
400 Ton (8-Hour Minimum)	$ 595.00	*Price on request*	
500 Ton (8-Hour Minimum)	$ 650.00	*Price on request*	
20 Ton Tower Crane (does not include mobilization/demobilization, labor or electrical costs)	$ 350.00	*Price on request*	
25 Ton Tower Crane (does not include mobilization/demobilization, labor or electrical costs)	$ 385.00	*Price on request*	
*Hourly and daily rates include operator and electrical costs, applying only to short-term rentals when crane is on-site			
Crawler Cranes (does not include mobilization/demobilization, labor or fuel)			
100 Ton	$ 315.00	$ 1,445.00	$ 4,335.00
165 Ton	$ 420.00	$ 1,900.00	$ 5,700.00
200 Ton	$ 475.00	$ 2,205.00	$ 6,615.00
220 Ton	$ 505.00	$ 2,415.00	$ 7,245.00
250 Ton (Telecrawler)	$ 550.00	$ 2,490.00	$ 7,470.00
275 Ton	$ 570.00	$ 2,520.00	$ 7,560.00
380 Ton	$ 800.00	$ 5,460.00	$ 16,380.00
*Hourly rates include operator and fuel, applying only to short-term rentals when crane is on-site			
Rough Terrain Cranes (does not include mobilization/demobilization, labor or fuel)			
50 Ton	$ 180.00	$ 735.00	$ 2,205.00
60 Ton	$ 200.00	$ 920.00	$ 2,760.00
75 Ton	$ 270.00	$ 1,050.00	$ 3,150.00
80 Ton	$ 280.00	$ 1,415.00	$ 4,245.00
100 Ton	$ 315.00	$ 1,535.00	$ 4,605.00
165 Ton	$ 440.00	$ 2,835.00	$ 8,505.00
*Hourly rates include operator and fuel, applying only to short-term rentals when crane is on-site			
Deck Cranes			
6 Ton	$ 150.00	$ 275.00	$ 825.00
8.5 Ton	$ 170.00	$ 315.00	$ 945.00
10 Ton	$ 175.00	$ 345.00	$ 1,035.00
15 Ton	$ 180.00	$ 500.00	$ 1,500.00
20 Ton	$ 190.00	$ 710.00	$ 2,130.00
25 Ton	$ 225.00	$ 840.00	$ 2,520.00
*Hourly rates include operator and fuel, applying only to short-term rentals when crane is on-site			
Material Handling			
Telehandler Forklift			
2,700 to 5,500 lbs	$ 35.00	$ 175.00	$ 525.00
6,000 lbs	$ 40.00	$ 200.00	$ 600.00
8,000 lbs	$ 54.00	$ 270.00	$ 810.00
10,000 lbs	$ 68.00	$ 340.00	$ 1,020.00
12,000 lbs	$ 80.00	$ 400.00	$ 1,200.00
Rotating Telehandler Forklift			
13,200 lbs	$ 205.00	$ 1,025.00	$ 3,075.00
Tow Motors			
3,500 - 4,000 lbs	$ 28.00	$ 140.00	$ 420.00
5,000 - 6,500 lbs	$ 30.00	$ 150.00	$ 450.00
8,000 - 9,000 lbs	$ 41.00	$ 205.00	$ 615.00
10,000 - 12,000 lbs	$ 54.00	$ 270.00	$ 810.00
15,000 lbs	$ 70.00	$ 350.00	$ 1,050.00
Forklift Jib Boom	$ 3.20	$ 16.00	$ 48.00
Versa Lift			
17,000 - 25,000 lbs	$ 193.00	$ 965.00	$ 2,895.00
40,000 - 60,000 lbs	$ 233.00	$ 1,165.00	$ 3,495.00
Boom Attachment	$ 32.00	$ 160.00	$ 480.00
Material Duct Lift			
20' - 24'	$ 10.00	$ 50.00	$ 150.00
Pallet Jack - Electric	$ 14.25	$ 71.25	$ 213.75
Pallet Stacker - Electric	$ 24.00	$ 120.00	$ 360.00
Personnel Lifts			
Scissor Lift - Narrow			
12' - 15'	$ 9.50	$ 47.50	$ 142.50
19' - 20'	$ 15.80	$ 79.00	$ 237.00
26' - 32'	$ 25.25	$ 126.25	$ 378.75
Scissor Lift - Wide			
26' - 39'	$ 25.25	$ 126.25	$ 378.75
Scissor Lift - 4x4 Rough Terrain			
26' - 32'	$ 25.25	$ 126.25	$ 378.75
33' - 43'	$ 46.40	$ 232.00	$ 696.00
Boom Lifts			
30' - 45' Electric	$ 34.50	$ 172.50	$ 517.50
45' Telescopic	$ 46.50	$ 232.50	$ 697.50
65' Telescopic	$ 66.50	$ 332.50	$ 997.50
85' Telescopic	$ 110.00	$ 550.00	$ 1,650.00
125' Telescopic	$ 195.00	$ 975.00	$ 2,925.00
135' Telescopic	$ 200.00	$ 1,000.00	$ 3,000.00
60' Atrium Lift	$ 160.00	$ 800.00	$ 2,400.00
Tracked Boom Lifts			
65'-70' Telescopic	$ 80.00	$ 400.00	$ 1,200.00

	Hourly	Daily	Weekly
Excavating Equipment			
Backhoe/Loader	$ 95.00	$ 475.00	$ 1,425.00
Mini Excavator 4000 - 7000 lbs	$ 47.00	$ 235.00	$ 705.00
Skid Steer			
1200 - 2200 lbs	$ 34.00	$ 170.00	$ 510.00
2300 - 2900 lbs	$ 52.00	$ 260.00	$ 780.00
Power Broom	$ 19.00	$ 95.00	$ 285.00
Buster Power	$ 37.00	$ 185.00	$ 555.00
Power Auger	$ 16.00	$ 80.00	$ 240.00
Helical Pier Auger	$ 35.00	$ 175.00	$ 525.00
Forks	$ 4.80	$ 24.00	$ 72.00
Laser Grading Attachment	$ 120.00	$ 600.00	$ 1,800.00
Bulldozer	$ 64.00	$ 320.00	$ 960.00
Compactor	$ 14.00	$ 70.00	$ 210.00
Compactor Reversing	$ 27.00	$ 135.00	$ 405.00
Ground Heaters (Includes hose reels & manifolds as required)			
LP/NG Ground Heater - 2,500 SF	$ 93.25	$ 466.25	$ 1,398.75
LP/NG Ground Heater - 5,000 SF	$ 133.25	$ 666.25	$ 1,998.75
Diesel Ground Heater - 5,000 SF	$ 186.50	$ 932.50	$ 2,797.50
Diesel Ground Heater - 10,000 SF	$ 266.50	$ 1,332.50	$ 3,997.50
LP Ground Heater - 10,000 SF	$ 213.25	$ 1,066.25	$ 3,198.75
Snow Removal Equipment			
Snow Blower	$ 5.25	$ 26.25	$ 78.75
Pickup Truck Snow Plow	$ 10.00	$ 50.00	$ 150.00
Salt/Sand Spreader Pickup/UTV	$ 7.35	$ 36.75	$ 110.25
Salt/Sand Spreader Pull Behind	$ 5.00	$ 25.00	$ 75.00
Skid Steer Snow Blower	$ 20.00	$ 100.00	$ 300.00
Skid Steer Snow Pusher	$ 8.50	$ 42.50	$ 127.50
Telehandler Snow Bucket	$ 10.00	$ 50.00	$ 150.00
Demolition Equipment			
Floor Stripper (Riding)	$ 107.00	$ 535.00	$ 1,605.00
Floor Stripper (Walk-Behind Self-Propelled)	$ 32.00	$ 160.00	$ 480.00
Carpet Puller	$ 16.25	$ 81.25	$ 243.75
Brokk			
Model 180	$ 160.00	$ 800.00	$ 2,400.00
Model 240	$ 226.00	$ 1,130.00	$ 3,390.00
Concrete Wall Cutting System		*Price on request*	
Floor Saws (Electric)			
16" - 18"	$ 19.60	$ 98.00	$ 294.00
30"	$ 34.00	$ 170.00	$ 510.00
Floor Saws (Gas)			
24" - 30"	$ 36.50	$ 182.50	$ 547.50
Floor Saws (Diesel)			
30"	$ 40.00	$ 200.00	$ 600.00
Hydraulic Ring Saw	$ 57.75	$ 288.75	$ 866.25
Hydraulic Power Unit	$ 20.00	$ 100.00	$ 300.00
Diamond Chain Saw Hydraulic	$ 63.00	$ 315.00	$ 945.00
Diamond Chain Gas	$ 63.00	$ 315.00	$ 945.00
Cut & Break Saw	$ 25.70	$ 128.50	$ 385.50
Hammer - Air Chipping	$ 5.00	$ 25.00	$ 75.00
Hammer - Demo (Electric)	$ 9.00	$ 45.00	$ 135.00
Hammer - Air			
15 - 30 lb	$ 5.25	$ 26.25	$ 78.75
60 - 90 lb	$ 8.00	$ 40.00	$ 120.00
Hammer - Electric Breaker	$ 16.00	$ 80.00	$ 240.00
Trash Chute	N/A	$ 125.00	$ 375.00
Concrete			
Concrete Pumps (does not include mobilization/demobilization, labor or fuel)			
85' - 105' Boom Pump	N/A	$ 1,385.00	$ 4,155.00
128' - 148' Boom Pump	N/A	$ 1,815.00	$ 5,445.00
Spider Placing Boom	N/A	$ 1,210.00	$ 3,630.00
Concrete Conveyor Truck	N/A	$ 2,385.00	$ 7,155.00
Concrete Placer/Dragger	N/A	$ 495.00	$ 1,485.00
Concrete Trailer Pump (<100 yards per hour)	N/A	$ 365.00	$ 1,095.00
Concrete Trailer Pump (>100 yards per hour)	N/A	$ 2,060.00	$ 6,180.00
*Hourly rates include operator and fuel, applying only to short-term rentals when pump is on-site			
Walk-Behind Trowel			
24" - 30" Edger	$ 11.50	$ 57.50	$ 172.50
36" Walk-Behind	$ 12.50	$ 62.50	$ 187.50
36" Cordless Walk-Behind	$ 25.00	$ 125.00	$ 375.00
48" Walk-Behind	$ 13.00	$ 65.00	$ 195.00
36" Electric	$ 12.50	$ 62.50	$ 187.50
Rider Trowel			
30" Edger Double	$ 35.60	$ 178.00	$ 534.00
6' Double	$ 40.00	$ 200.00	$ 600.00
8' Double	$ 60.00	$ 300.00	$ 900.00
10' Double	$ 105.00	$ 525.00	$ 1,575.00
Concrete Buckets			
1/2 to 2 Yds	$ 15.00	$ 75.00	$ 225.00
3 yd+	$ 18.00	$ 90.00	$ 270.00
Laser Screed (does not include mobilization/demobilization, labor or fuel)			
SOMERO S-485 - Walk-Behind	$ 132.00	$ 660.00	$ 1,980.00
SOMERO S940E Ride On	$ 155.00	$ 775.00	$ 2,325.00
SOMERO S-15R - Boom Screed	$ 278.00	$ 1,390.00	$ 4,170.00
SOMERO S22 EZ Ride On	$ 260.00	$ 1,300.00	$ 4,175.00
SOMERO - 3D Profiler System (in addition to screed charges)	$ 69.00	$ 345.00	$ 1,035.00
*Hourly rates include operator and fuel, applying only to short-term rentals when pump is on-site			
Power Buggy			
Small Gas/LP (16 cf)	$ 15.50	$ 77.50	$ 232.50
Large Gas/LP (21 cf)	$ 24.00	$ 120.00	$ 360.00
Electric Wheel Barrow	$ 12.00	$ 60.00	$ 180.00
Screeds			
Roller Screed System (up to 24')	$ 24.00	$ 120.00	$ 360.00
Vibra Strike 8' - 14'	$ 21.00	$ 105.00	$ 315.00
Vibra Strike 16' - 18'	$ 41.00	$ 205.00	$ 615.00

	Hourly	Daily	Weekly
Forming			
Aluma Form Systems ($/sq ft)	N/A	N/A	$ 0.70
EFCO Form Systems ($/sq ft)	N/A	N/A	$ 0.90
MEVA Form Systems ($/sq ft)	N/A	N/A	$ 0.90
PERI Form Systems ($/sq ft)	N/A	N/A	$ 0.95
PERI Shoring Systems ($/sq ft)		*Price on request*	
Symons Form Systems ($/sq ft)	N/A	N/A	$ 0.45
Early Entry Concrete Saws			
6" - 7" Gas or Electric	$ 21.00	$ 105.00	$ 315.00
6" Cordless	$ 36.00	$ 180.00	$ 540.00
10" Gas Powered	$ 47.00	$ 235.00	$ 705.00
12" - 14" Gas Powered	$ 60.00	$ 300.00	$ 900.00
Rebar Tier	$ 19.00	$ 95.00	$ 285.00
Trailers			
Project Office Trailers			
10' x 36'	N/A	$ 60.00	$ 180.00
12' x 56'	N/A	$ 80.00	$ 240.00
24' x 56'	N/A	$ 140.00	$ 420.00
36' x 56'	N/A	$ 210.00	$ 630.00
8' x 40' Modular Office	N/A	$ 60.00	$ 180.00
Guard Shack	N/A	$ 50.00	$ 150.00
Utility	N/A	$ 50.00	$ 150.00
Enclosed Trailers			
12'	N/A	$ 22.00	$ 66.00
16' - 20'	N/A	$ 50.00	$ 150.00
Restroom Trailer	N/A	$ 175.00	$ 525.00
Storage Containers			
10' - 20'	$ 6.50	$ 32.50	$ 97.50
40'	$ 10.00	$ 50.00	$ 150.00
Masonry			
Mortar Mixer - Gas/Electric			
6 cu ft	$ 11.00	$ 55.00	$ 165.00
12 cu ft	$ 14.00	$ 70.00	$ 210.00
Grout Hog	$ 20.00	$ 100.00	$ 300.00
Grout Pump	$ 30.00	$ 150.00	$ 450.00
Masonry Saw			
14" Dustless	$ 10.20	$ 51.00	$ 153.00
14" Electric	$ 10.20	$ 51.00	$ 153.00
20" Gas	$ 18.40	$ 92.00	$ 276.00
20" Electric	$ 12.20	$ 61.00	$ 183.00
Brick & Mortar	$ 10.20	$ 51.00	$ 153.00
Saw Dust Collector	$ 35.00	$ 175.00	$ 525.00
Stone Cutter	$ 5.00	$ 25.00	$ 75.00
Material Unit Lift Enhancer (MULE)	$ 90.00	$ 450.00	$ 1,350.00
Hydro Mobile Scaffold			
Hydro Mobile Transport Platform	$ 42.20	$ 211.00	$ 633.00
Hydro Mobile 24' Motor Unit	$ 62.50	$ 312.50	$ 937.50
Hydro Mobile 14' Motor Unit	$ 54.00	$ 270.00	$ 810.00
Hydro Mobile 10' Insert	$ 8.00	$ 40.00	$ 120.00
Hydro Mobile 5' Insert	$ 5.00	$ 25.00	$ 75.00
Hydro Mobile 2' Insert	$ 5.00	$ 25.00	$ 75.00
Hydro Mobile 18' Bridge	$ 15.00	$ 75.00	$ 225.00
Hydro Mobile 6' Bridge	$ 5.00	$ 25.00	$ 75.00
Masonry Quick Headers			
3' - 4'2"		$ 4.00	$ 12.00
4' - 5'2"		$ 5.33	$ 16.00
5' - 6'2"		$ 6.67	$ 20.00
6' - 7'2"		$ 8.00	$ 24.00
7' - 8'2"		$ 9.33	$ 28.00
8' - 9'2"		$ 10.67	$ 32.00
12'-13'2"		$ 16.00	$ 48.00
Welding			
Welder - Diesel Trailer Mounted	$ 42.00	$ 210.00	$ 630.00
Welder - Gas	$ 11.00	$ 55.00	$ 165.00
Welder - LP	$ 11.00	$ 55.00	$ 165.00
Welder - Electric	$ 7.00	$ 35.00	$ 105.00
Welder - Stud - Diesel	$ 110.00	$ 550.00	$ 1,650.00
Welder - Stud - Electric (230KW Generator Required)	$ 58.00	$ 290.00	$ 870.00
Welder - Wire Feed	$ 7.00	$ 35.00	$ 105.00
Fume Cleaner	$ 9.00	$ 45.00	$ 135.00
Plasma Cutter 110v cut up to 5/8"	$ 10.00	$ 50.00	$ 150.00
Plasma Cutter 480v cut up to 1 3/4"	$ 21.00	$ 105.00	$ 315.00
Transit/Laser/Layout			
Robotic Total Station	$ 26.00	$ 130.00	$ 390.00
X7 3-D Laser Scanner System	N/A	$ 600.00	$ 1,800.00
FARO Laser System (includes vehicle)	N/A	$ 1,100.00	$ 5,500.00
Geo Laser (horizontal & vertical precision laser)	$ 16.00	$ 80.00	$ 240.00
Slope Laser	$ 14.00	$ 70.00	$ 210.00
Level Lasers	$ 10.50	$ 52.50	$ 157.50
Transit - Optical	$ 5.25	$ 26.25	$ 78.75
Optical Boxes	$ 50.00	$ 250.00	$ 750.00
Optical Stands			
4' Stand	$ 4.00	$ 20.00	$ 60.00
8'-10' Stand	$ 8.00	$ 40.00	$ 120.00
Transit - Theodolites	$ 13.50	$ 67.50	$ 202.50
CI Hub	$ 3.50	$ 17.50	$ 52.50
Rebar Locator	$ 65.00	$ 325.00	$ 975.00
Alignment			
Belt Hog	$ 33.90	$ 169.50	$ 508.50
Sheave Master	$ 15.00	$ 75.00	$ 225.00
Rotalign Touch	$ 65.00	$ 325.00	$ 975.00
Cardan Shaft Bracket	$ 19.00	$ 95.00	$ 285.00
Optalign Touch/Smart	$ 45.00	$ 225.00	$ 675.00

		Hourly	Daily	Weekly
Air Quality				
Power Air Purifying Respirator (PAPR)		$ 21.00	$ 105.00	$ 315.00
Concrete Dust Vacuum				
	135 cfm	$ 5.25	$ 26.25	$ 78.75
	285 cfm	$ 16.00	$ 80.00	$ 240.00
Heaters				
Natural Gas/LP				
	200k - 400k	$ 15.00	$ 75.00	$ 225.00
	420k - 1.0m	$ 20.00	$ 100.00	$ 300.00
	1.0m - 1.5m	$ 22.00	$ 110.00	$ 330.00
Steam		$ 20.00	$ 100.00	$ 300.00
Diesel		$ 22.00	$ 110.00	$ 330.00
Diesel Trailer		$ 75.00	$ 375.00	$ 1,125.00
Dehumidifier		$ 15.00	$ 75.00	$ 225.00
HEPA System				
	500 - 750 cfm	$ 13.00	$ 65.00	$ 195.00
	1400 - 2100 cfm	$ 16.25	$ 81.25	$ 243.75
HEPA Cart (soft containment cart)		$ 8.75	$ 43.75	$ 131.25
HEPA Cart (hard containment cart)		$ 32.00	$ 160.00	$ 480.00
Environmental Partitions			$12.00/week/LF	
Room Pressure Monitor		$ 10.00	$ 50.00	$ 150.00
Multi Gas Air Monitor		$ 20.00	$ 100.00	$ 300.00
Fans				
	Cage Fan	$ 7.25	$ 36.25	$ 108.75
	Drum Fan	$ 3.60	$ 18.00	$ 54.00
Generators				
Large Power - Diesel				
	8kw	$ 15.00	$ 75.00	$ 225.00
	15kw	$ 25.00	$ 125.00	$ 375.00
	40-50kw	$ 47.25	$ 236.25	$ 708.75
	70-80kw	$ 53.40	$ 267.00	$ 801.00
	175kw	$ 92.00	$ 460.00	$ 1,380.00
	230kw	$ 115.00	$ 575.00	$ 1,725.00
Gas				
	2000w	$ 7.50	$ 37.50	$ 112.50
	3000w	$ 10.50	$ 52.50	$ 157.50
	4000 - 6000w	$ 12.50	$ 62.50	$ 187.50
Cleaning & Trash Removal				
Pressure Washer				
	Gas 2500 - 4000 psi	$ 14.00	$ 70.00	$ 210.00
	Gas (Hot water) 3500 psi	$ 23.50	$ 117.50	$ 352.50
	Electric 110v	$ 5.25	$ 26.25	$ 78.75
Floor Sweeper		$ 12.50	$ 62.50	$ 187.50
Floor Scrubber				
	Walk-Behind	$ 24.75	$ 123.75	$ 371.25
	Riding	$ 44.00	$ 220.00	$ 660.00
	Walk-Behind Self-Propelled	$ 32.00	$ 160.00	$ 480.00
Street Sweeper		$ 42.00	$ 210.00	$ 630.00
Power Broom Walk-Behind		$ 7.00	$ 35.00	$ 105.00
Waste Receptacles				
	Dump Cart 1/3 yd - 1-1/2 yd	$ 2.00	$ 10.00	$ 30.00
	Dump Cart 2 yd - 4 yd	$ 3.00	$ 15.00	$ 45.00
	Self Dumping Hopper (Crane) 2.6 yd	$ 17.00	$ 85.00	$ 255.00
Specialty Industrial Equipment				
Hytorc Pump		$ 40.00	$ 200.00	$ 600.00
Hytorc Wrench				
	Hytorc Wrench XLCT2	$ 13.30	$ 66.50	$ 199.50
	Hytorc Wrench 3/4" 1MXT	$ 25.00	$ 125.00	$ 375.00
	Hytorc Wrench 1" 3MXT	$ 30.00	$ 150.00	$ 450.00
	Hytorc Wrench 1-1/2" 5MXT	$ 40.00	$ 200.00	$ 600.00
	Hytorc Wrench Stealth 2	$ 17.80	$ 89.00	$ 267.00
	Hytorc Wrench Stealth 4	$ 21.55	$ 107.75	$ 323.25
	Hytorc Wrench Stealth 8	$ 25.40	$ 127.00	$ 381.00
	Hytorc Wrench Stealth 14	$ 29.30	$ 146.50	$ 439.50
	Hytorc Ratchet Link XLCT2	$ 12.50	$ 62.50	$ 187.50
	Hytorc Ratchet Link Stealth 2	$ 15.90	$ 79.50	$ 238.50
	Hytorc Ratchet Link Stealth 4	$ 21.00	$ 105.00	$ 315.00
	Hytorc Ratchet Link Stealth 8	$ 25.40	$ 127.00	$ 381.00
	Hytorc Ratchet Link Stealth 14	$ 27.60	$ 138.00	$ 414.00
Hydraulic Punch		$ 11.00	$ 55.00	$ 165.00
Air Skate Machine Dolly System				
	25,000 lb system	$ 28.15	$ 140.75	$ 422.25
	75,000 lb system	$ 63.00	$ 315.00	$ 945.00
Hydraulic Slide System				
	Hydraulic Power Unit		$ 3,300.00	$ 9,900.00
	Low Profile Skidding System		$ 2,600.00	$ 7,800.00
	Climbing Jack		$ 350.00	$ 1,050.00
	Ekki Wood		$ 75.00	$ 225.00
	8' Turntable		$ 1,066.00	$ 3,198.00
Traksporter System			$ 1,500.00	$ 4,500.00
Heavy Haul Machine Dolly				
	12K	$ 3.50	$ 17.50	$ 52.50
	20K	$ 4.00	$ 20.00	$ 60.00
	50K	$ 5.00	$ 25.00	$ 75.00
Hillman Machine Dolly				
	15T	$ 6.25	$ 31.25	$ 93.75
	25T	$ 7.00	$ 35.00	$ 105.00
	65T	$ 10.00	$ 50.00	$ 150.00
Hard Deck Machine Dolly		$ 10.00	$ 50.00	$ 150.00
10 Wheel Machine Carts		$ 10.00	$ 50.00	$ 150.00
Roll-A-Lift (set)		$ 20.00	$ 100.00	$ 300.00
Machine Dolly - Nylon Wheels				
	36,000 lb Steerable	$ 9.00	$ 45.00	$ 135.00
	50 Ton	$ 50.00	$ 250.00	$ 750.00

		Hourly	Daily	Weekly
Epoxy Grout Mixer				
	Electric	$ 12.20	$ 61.00	$ 183.00
	Hydraulic w/ Power Pack	$ 96.00	$ 480.00	$ 1,440.00
Bearing Heater		$ 20.00	$ 100.00	$ 300.00
Chain Hoist				
	Air - 1 ton	$ 8.00	$ 40.00	$ 120.00
	Air - 2 ton	$ 9.50	$ 47.50	$ 142.50
	Electric - 1/2 - 1 ton	$ 11.00	$ 55.00	$ 165.00
	Electric - 2 ton	$ 12.00	$ 60.00	$ 180.00
	Electric - 3 ton	$ 17.00	$ 85.00	$ 255.00
Electric Port-A-Pac Pump		$ 10.00	$ 50.00	$ 150.00
Cordless Port-A-Pac Pump		$ 18.00	$ 90.00	$ 270.00
Gantry				
	Aluminum 2 - 3T	$ 15.70	$ 78.50	$ 235.50
	Steel Small to Large	$ 5.25	$ 26.25	$ 78.75
Gear Pullers				
	30 ton - set	$ 11.00	$ 55.00	$ 165.00
	50 ton - set	$ 14.00	$ 70.00	$ 210.00
	8 - 17 ton	$ 5.00	$ 25.00	$ 75.00
	30 - 50 ton	$ 14.00	$ 70.00	$ 210.00
	100 ton	$ 28.00	$ 140.00	$ 420.00
Air Tugger		$ 21.00	$ 105.00	$ 315.00
400 Ton Hydraulic Jacking System		$ 24.00	$ 120.00	$ 360.00
Vessel Entry Tripod w/ Winch		$ 14.00	$ 70.00	$ 210.00
Davit Arm		$ 30.00	$ 150.00	$ 450.00
Equipment Box		$ 44.00	$ 220.00	$ 660.00
Equipment Box (compact)		$ 22.00	$ 110.00	$ 330.00
Rigging Box		$ 50.00	$ 250.00	$ 750.00
Hydraulic Puller Box		$ 60.00	$ 300.00	$ 900.00
Saws				
Cutoff Saw				
	14" Gas	$ 9.00	$ 45.00	$ 135.00
	14" Dustless Electric	$ 9.00	$ 45.00	$ 135.00
	9" Cordless	$ 9.00	$ 45.00	$ 135.00
Compound Miter Box		$ 6.75	$ 33.75	$ 101.25
Large Cutoff Band Saw		$ 10.50	$ 52.50	$ 157.50
Table Saw - 10"		$ 7.00	$ 35.00	$ 105.00
Drills				
Core Drills				
	Electric	$ 17.00	$ 85.00	$ 255.00
	Electric Handheld	$ 8.00	$ 40.00	$ 120.00
	Handheld Drill Stand	$ 1.60	$ 8.00	$ 24.00
	Gas Powered	$ 8.50	$ 42.50	$ 127.50
	Electric Core Drill Vacuum Pump	$ 1.60	$ 8.00	$ 24.00
	Hydraulic (Requires Hydraulic Power Unit)	$ 10.00	$ 50.00	$ 150.00
Cordless Paddle Mixer		$ 4.00	$ 20.00	$ 60.00
Air Drills				
	Small	$ 6.00	$ 30.00	$ 90.00
	Large	$ 7.00	$ 35.00	$ 105.00
Magnetic Hole Hawg		$ 12.00	$ 60.00	$ 180.00
Guns				
Lejune Gun (TC Gun)				
	3/4"-1"	$ 10.00	$ 50.00	$ 150.00
	1-1/8"	$ 12.00	$ 60.00	$ 180.00
	Low-Profile	$ 15.50	$ 77.50	$ 232.50
Rotation Gun		$ 12.00	$ 60.00	$ 180.00
Powder Actuated Guns				
	Bar Joist	$ 15.00	$ 75.00	$ 225.00
	Structural	$ 15.00	$ 75.00	$ 225.00
General Construction Equipment				
Air Compressor				
	Diesel	$ 18.00	$ 90.00	$ 270.00
	Gas	$ 8.00	$ 40.00	$ 120.00
	Electric	$ 5.00	$ 25.00	$ 75.00
Sediment Box		$ 10.00	$ 50.00	$ 150.00
Water Wagon		$ 17.00	$ 85.00	$ 255.00
Jon Boat		$ 8.00	$ 40.00	$ 120.00
Barge		$ 31.00	$ 155.00	$ 465.00
Submersible Pumps - Electric				
	2" 110V	$ 7.60	$ 38.00	$ 114.00
	3" 220V	$ 8.50	$ 42.50	$ 127.50
	4" 220V	$ 14.75	$ 73.75	$ 221.25
	3" & 4" 460V	$ 19.00	$ 95.00	$ 285.00
Trash Pumps				
	2" & 3" Gas	$ 14.70	$ 73.50	$ 220.50
	4" Gas	$ 15.40	$ 77.00	$ 231.00
Roof Safety Cart		$ 11.00	$ 55.00	$ 165.00
Light Tower Cordless		$ 7.00	$ 35.00	$ 105.00
Light Tower Diesel/Electric		$ 25.00	$ 125.00	$ 375.00

Exhibit 3

DE PERE®

REQUEST FOR PROPOSALS
CONSULTING SERVICES:
Construction Manager at Risk (CMaR)
Public Parking Garage

City of De Pere, Wisconsin

Development Services Department

Issued: November 5, 2024
Proposals Questions: November 15, 2024, by 5:00 p.m.
Proposals Due: December 13, 2024, by 5:00 p.m.

A. INTRODUCTION AND SUMMARY

The City of De Pere ("The City") is inviting Construction Management at Risk (CMaR) proposals to manage the construction of a new public parking structure on the east side of Downtown at the location of a former Shopko retail store. The City's day-to-day Representative for the project will be Development Services Director Daniel Lindstrom.

This Request for Proposal (RFP) is to contract with a firm/team to provide Construction Manager at Risk services for constructing an ADA-compliant, multi-level parking structure. The City is concurrently issuing an RFP for design services. The purpose of the concurrent approach is to create a simplified approach from design to completion with a unified team.

The City developed this RFP to solicit information from a consulting firm/team (or teams of firms) proven to be qualified and experienced in construction management. This RFP describes the property and the process of selecting the best construction management team to work cooperatively with the City and a chosen design firm/team for the desired outcome.

Submissions must be received by the Development Services Department no later than 5:00 p.m. on December 13, 2024. The City will award a contract to one CMaR team to facilitate the development of the parking structure.

B. COMMUNITY OVERVIEW

The approximately 25,500 people who call the City of De Pere, Wisconsin home know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, a dynamic downtown, successful business parks, and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents. The residences, businesses, and commercial areas are connected with a transportation and green space network that accommodates cars, bikes, and pedestrians. The beautiful Fox River is the focal point of the City Center, and the Claude Allouez Bridge unites the two sides of our dynamic Downtown. Whether on the east or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining, and entertainment.

As with any downtown, there are also challenges. A significant quantity of surface parking and a few highly visible vacancies make the Downtown feel disconnected rather than a cohesive, pedestrian-oriented environment. While there are numerous parking lots, there is a perception of a lack of parking, which may be in part caused by uses that exceed the hourly limits and also a walking tolerance problem/habits formed by people driving to a specific business rather than arriving at a district and walking to more than one destination.

In 2022 and 2023, the City of De Pere contracted with Walker Consultants to prepare a parking study to identify needs, challenges with current operations, and growth opportunities, with two extensive redevelopment opportunities to start over the next few years A copy of the parking study is attached as Exhibit A.

In 2018, the City worked to prepare an East Downtown Vision plan that identified several development scenarios, of which some relevant recommendations include

- *Promote development opportunities within the Downtown with a scale, character, and articulation compatible with the adjacent development, and seek to provide higher density opportunities along Wisconsin and George Street, transitioning to lower densities and heights towards the river and adjacent residential properties.*

- *Develop the Front Street block with a density that is higher along George Street and transitions lower to the south, activate Broadway with first-floor retail, provides the potential for retail facing the Fox River, and provides additional owner-occupied multi-family housing in the Downtown while preserving and emphasizing Fox River views, particularly around the Claude Allouez Bridge.*

Recently, the City entered into an agreement with a developer to redevelop a former Shopko retail store. The preliminary redevelopment project contains approximately 27,800 square feet of retail, 27,500 square feet of office and commercial space/uses, 110-130 apartment units, 20-30 condominium units, 90 room (75,000 square foot) hotel, a publicly accessible walkable plaza, private structured parking stalls, the reconstruction of the 200 block of N Wisconsin St and the re-establishment of the 500 block of William St, and the construction of a publicly owned parking structure that would enable the City to develop more of the surrounding publicly owned parking lots into other mixed-use sites. Conceptual exhibits, including conceptual parking structure renderings, are attached to this RFP in Exhibit B. The first building is scheduled to break ground in the spring/summer of 2025. The nearly $90,000,000 private construction value project of the total project could add $60,000,000 to $70,000,000 in assessed value growth over the next 5+ years, with additional growth on surrounding parking lots added to the value.

Since 2023, the City has also engaged with Walker Consultants to assist with modernizing the City parking systems with a (1) Theory of Parking Operations, (2) Parking Garage Theory of Operations, and (3) Financial analysis of the parking garage, including capital costs, debt issuance projections, and O&M projections over 25 years. Walker is also assisting in procuring the necessary technology for the entire downtown area and the future parking garage.

Therefore, the City seeks a qualified professional(s) to assist with the bid and construction management of the City's first publicly owned parking garage. It is anticipated that throughout the design process, the construction manager at risk (CMR) will validate the budget and associated construction costs to ensure a process with a high assurance of cost conformance.

C. OBJECTIVES

The City seeks to design and construct a parking garage with at least 220 parking spaces. The subject area is described as Lot 1 in Exhibit C. The design shall be done promptly and maximize the number of parking spaces while balancing the need to retain the downtown character.

For information only, the City will evaluate the design proposal based on, but not limited to, the following design objectives:

A. During the design of the public parking garage, the Parties will work collaboratively to determine whether it is feasible for the public parking garage to include both surface and subgrade parking garage/structure or if it should solely be a surface-level garage. The City is solely responsible for determining the project's total size, height, and scale.

B. The designer's approach to the project and the design's aesthetic value are viewed by pedestrians, motorists, and visitors to downtown De Pere, and its overall fit with the urban character of the vision for Downtown. The Proposer will use good faith efforts to design and construct the public parking garage complimentary to the structures planned for the conceptual redevelopment. The City envisions involving the public in the design process and allows the public to provide input on the design of the public parking garage throughout said process. The City reserves the sole authority to approve the final design of the public parking garage.

C. The design's functionality includes how one conveniently and safely enters and exits the garage while minimizing the impact on pedestrian comfort and safety.

D. The plan is to implement technology investments to make the ramp as self-sufficient and low maintenance as possible (smart lighting fixtures with occupancy sensors, gate arms, LRPs, etc.), consistent with a conceptual theory of operations plan.

E. The design must include streetscaping in the overall design concept, and there must be ample room for wide sidewalks and decorative streetlamps consistent with the Downtown.

F. The structure must be designed with high quality, long-term durability, and low maintenance components/elements that withstand the Wisconsin/Midwest climate.

G. Patron security must be a design priority, and an efficient lighting system is essential. Emergency lighting shall be incorporated in appropriate locations throughout the structure. The design shall include a camera surveillance system at each level in strategic locations where pedestrian and vehicle traffic will occur.

H. Accessibility requirements must be incorporated in all aspects of the structure.

I. Appropriate signage and graphics shall be provided to clearly define ingress and egress, emergency and safety information, and any other information necessary for the operation of the garage.

J. The garage shall accommodate any required mechanical, electrical, fire protection, elevator, and mechanical equipment rooms in compliance with all codes and standards.

K. Work with the City Department of Public Works to prepare plans to meet required stormwater requirements.

L. The inclusion of preplanned conduit for electric vehicle charging.

M. The City of De Pere is committed to fostering, encouraging, and supporting sustainable development and green building practices to the maximum extent possible. Respondent(s) shall demonstrate how sustainable building, parking, and transportation practices can be incorporated into the proposed parking structure's design, management, and operation. Demonstration of sustainable practices shall include a summary of the pros and cons of each, the anticipated maintenance implications, and initial costs and potential savings. The final design should enable the proposed Parking Structure to obtain Parksmart Certification through Green Business Certification, Inc. (GBCI), the certifying body for LEED. Current assumptions are that rooftop solar canopies may be part of the final design. Respondent(s) may include an International Parking Institute/GBCI Parksmart Advisor on their team to demonstrate expertise and familiarity with this standard.

D. SCOPE OF WORK

The professional services and the corresponding fees will include Construction Manager at Risk (CmaR) starting from the design phase, during construction, and through the completion of punch list work, acceptance by the owner, completion of record drawings with the designer. As stated above, the scope of work is in two components: (1) Design/Pre-construction and (2) Construction Management; however, this RFP is limited to the CMaR related to the construction management firms.

Phase 1: Design/Pre-construction – See Linked RFP for Design Scope of Work for reference. www.deperewi.gov/rfp

Phase 2: Construction Manager at Risk (CmaR)

The Construction Manager at Risk (CmaR) will be expected to provide complete management of construction and installation services for this project. Generally, the CMaR will coordinate and manage all construction services on the project and procure trade subcontracts and owner-direct purchases under the Wisconsin Statutes and public bidding requirements applicable to municipal construction.

Trade subcontracts will be publicly bid and awarded by the City to the trade subcontractors and may be assigned to the CMaR by the City. The CMaR will be responsible for the project completion and cost of the subcontracts. Direct Owners Purchase items should be identified by the CMaR in the pre-construction phase and managed and coordinated by the CMaR. For those trade subcontracts that are not assigned to the CMaR by the City, the CMaR shall manage that portion of the work but shall not be responsible for that work or the price of that work.

The CMaR will not perform, nor permit the trade subcontractors to perform, the construction, execution, repair, remodeling, or improvements, nor furnish supplies or materials unless the performance or supply complies with public works contracts and bid requirements of the Wisconsin Statutes. Including without limitation Wisconsin Statutes Sections 62.15 and 66.29. During the pre-construction period, the CMaR will also assist in completing the project's design by providing critical reviews and suggestions for improving the project's economy, schedule, and constructability.

The CMaR will also provide cost estimates for the project during pre-construction and provide prebid services to assemble individual bid packages for all sub-contract divisions necessary for the construction of the complete project.

The City will allow the CMaR to self-performance the value of the project. Any self-performance of a portion of the project shall only occur if CMaR submits a sealed bid as part of the public bidding project and before receipt of any other bids. A CMaR that intends to submit any bids for work shall not participate in the bid openings, evaluation, and award process for those parts. Services shall include, but not be limited to:

1. *Construction Management Pre-construction Phase Scope of Services.* Respondents shall participate in the design phase, including, but not limited to:
    a. Constructability reviews
    b. Value engineering reviews
    c. Site logistics plan
    d. Schedule and phasing coordination
    e. Cost control management
    f. Establish a direct purchase item list
    g. Construction documents conversion into subcontractor bid packages
2. *Bid-Phase Scope of Services:* Respondents shall lead the pre-bidding and bidding process, including, but not limited to:
    a. Developing the Master Project Schedule
    b. Preparation of bid template
    c. Issue subcontractor bid packages
    d. Conduct pre-construction conferences and site visits
    e. Process all addenda
    f. In conjunction with the City, receive bids from subcontractors and conduct public bid openings (except in the case of the submission of sealed bids from the CMaR under the details above)
    g. Execute subcontractor agreements
    h. Review bids and make a recommendation for award to the City
    i. Issue Guaranteed Maximum Price (an amendment to the CMaR Agreement).
3. *Construction Phase Scope of Services:* Respondents shall provide Project Management at a level of support to be determined as part of any supplemental amendment to the approved Agreement, which typically includes;
    a. Comply with General Conditions & Requirements
    b. Conduct pre-construction conference
    c. Periodic update of the Master Construction Schedule
    d. Lead progress meeting, communications, and meeting minutes
    e. Attend bi-weekly construction meetings as needed
    f. Review and prepare monthly progress payment requests; obtain lien waivers
    g. Provide payment application review and inspection to verify all work is completed
    h. Periodic update of project cash flow projections
    i. Act as the project's prime liaison

j. Provide construction inspection at a level of support
k. Coordinate all change order administration
l. Coordinate all types of submittals
m. Coordinate all types of testing and Inspections
n. Coordinate all sub-contractors
o. Direct Owner Purchase Order System – execute and monitor
p. Provide construction trailers, storage, equipment, barriers, etc.
q. Provide all necessary on-site CMaR personnel
r. Develop and issue a punch list;
s. Coordinate Substantial Completion and Turnover
t. Work with the designer/AE to prepare record drawings of the completed construction, utilizing redline drawings prepared by the designer/AE/CMaR. As-built drawings shall include complete sets of PDF and CAD electronic files and a set of full-scale hard-copy drawings.

NOTE: It shall be the CMaR responsibility to be familiar with and take into consideration, when responding to this RFP, all of the City of De Pere, State of Wisconsin, and federal government requirements, including, but not limited to, construction contract requirements, permitting, warranty for construction defects, assurance of completion, progress payment requests, construction guidelines (including but not limited to: project planning & technical review, construction costs, energy conservation, environmental & hazardous material review), standards of design, cost certification, affirmative action, substantial completion/permission to occupy and final closeout.

Anticipated Project Timeline

Listed below is a preliminary project work schedule. However, responders may provide a more detailed and altered schedule based on their proposed method, which includes time frames for each significant work element, tentative dates for client meetings, and dates for completion of schematic and final documents. This schedule will be refined after the design and CMaR contract have been awarded, but the completion date should not differ significantly.

Finance and Personnel Committee.....January 14, 2025
Council Approval.....January 21, 2025
Notice to Proceed .....January 22, 2025

Design Specific – Note: Design kickoff is ahead of CMaR Kickoff
Design Kickoff meeting w/staff.....Week of January 13, 2025
Phase 1 – Conceptual / 30% Design .....January 31, 2025/March 11, 2025 (F&P)
Phase 1 – 60% Design .....Week of May 5, 2025
Phase 1 – 90% Design .....Week of June 10, 2025 (F&P)
Phase 1 – Site Plan Approval.....June 23, 2025
Phase 1 – 100% Design .....Week of June 30, 2025
Phase 1 – Final Design Approval.....Week of July 7, 2025

CMaR Specific

Phase 2 - Issue Invitation to BID .....Week of July/August 22, 2025
Phase 3 – Construction Management.....Sept 2025 to June/July 2026.

E. SUBMITTAL QUESTIONS

All questions shall be submitted in written form to the contact information provided below by 5:00 p.m. on Friday, November 15, 2024. Answers will be provided via the City website as an addendum to the RFP as they become available. The City anticipates releasing responses by November 22, 2024. Multiple addenda may be released.

F. SUBMISSION REQUIREMENTS

The City wishes to evaluate each proposal under the same uniform review standards. Proposals for this project should be organized in the following order and contain all the following information: Respondent shall submit one (1) electronic copy in PDF format through the City's online portal. To be considered, proposals must be received no later than 5:00 p.m., Central Time, December 13, 2024, and delivered to Daniel Lindstrom, Development Services Director at the portal below

RFP Site:	https://www.deperewi.gov/rfp
Submittal Portal:	https://deperewi.seamlessdocs.com/f/RequestForProposals
Question Portal:	https://deperewi.publicforms.us/f/CO24111000555156003/prepare

The following format and sequence should be followed to provide consistency in the firm's responses and ensure that each proposal receives full consideration. Use 8 ½ x 11 sheet pages with a minimum font size of 10 points and separate sections as defined below. Do not place more than one section on one page so that those evaluating your submittal can easily compare each section with others submitted. Undesignated information shall be inserted at the rear of each package. Proposal documents containing links to other web pages shall be clearly marked. If any of the information provided by the Proposer is found to be substantially unreliable, their proposal may be rejected in the sole opinion of the Evaluation Committee.

Proposals should include all the following:

1. **Cover Letter (2 pages):**

   Include a cover letter outlining why the City should select your firm/team. The letter shall identify who will be the point of contact/project manager, including their email address and the office in which they are located.

2. **Qualifications and Capabilities (up to 10 pages):**

   a) Demonstrate experience and qualifications of the lead firm on related projects and any sub-firms on the project team. Experience should detail relevant experience in facilitation projects for similar communities.

b) Provide a staff organization chart. Identify key individuals involved in this project, their affiliation, and office location. Provide key individuals' resumes.

c) For each staff member identified in the organization chart, summarize relevant experience and qualifications. Detailed resumés of all team members should NOT be submitted. The brief overview should identify the individual's experience with similar projects and their availability to support this project.

d) Demonstrate experience in community engagement and presenting reports and information to elected officials.

e) Please indicate which individuals will attend the proposed interview if an interview is requested.

f) Should sub-consultant(s) be listed as part of the project team, the Proposer shall provide a letter from each sub-consultant that indicates the subconsultant's intent to be part of the project team.

g) The Proposer may include two (2) additional pages for each project to illustrate aspects of the completed project that provide the evaluation team information to assess the Proposer's experience with relevant project work.

3. Project Understanding and Approach (up to 10 pages):

a) Demonstrate understanding of the project opportunities and challenges.

b) Identify the potential project challenges and how you would recommend addressing each.

c) Provide your firm/team's approach to achieving the project's scope of work.

1. Provide a detailed outline of the firm/team's approach toward the delivery of services to complete the Project in accordance with the City's goals and timeline. The Project Management Approach will describe the process for making recommendations to the City and define procedures that will be employed to address the following:

    a. Communicate with and report to the City and selected designer.

    b. Project scope and cost control

    c. Project Schedule - critical path

    d. Coordination of site and regulatory approvals/inspections

    e. Quality Control

    f. Site Safety

    g. Philosophy of dispute resolution

d) Coordinate with the designer to identify the permits that will be required to be submitted and how you would propose to proceed to ensure that permits are obtained quickly.

e) Provide any value-added services your firm/team can provide above that are identified within the request.

f) Identify any issue the City might have omitted in its understanding of this project, which may include the site's architectural, MEP, and civil engineering concerning separate engineering related to a precast system.

4. **Project Timeline** (up to 5 pages)

   a) Overview of the professional team's resources available to complete the services requested in the schedule outlined in the scope of services. The Proposer should illustrate to the City how they propose to approach the project and assemble the resources to meet each major element of the project).

   b) Provide a proposed critical path Project Schedule that illustrates the total project time to complete the project. For these purposes, assume the schedule to begin using the information provided in the kickoff identified above, Anticipated Project Timeline, or

   c) The firm/team determines that the project cannot be completed in the timeline proposed in Section D, Anticipated Project Timeline. Provide a proposed Project Schedule with a detailed explanation of the total time needed to complete this project.

5. **Budget:** (up to 2 pages)

   Submit a cost proposal that documents the hours and personnel for each task. These tasks shall include, at a minimum, the scope detail above. Include cost and staff hour tables, rates, and markups to calculate the summarized costs. Include a master spreadsheet that includes the total level of effort (staff hours) for each task. The spreadsheet shall list job classification (not individual), projected hours, pay rates, overhead factors, direct costs, and profit in separate columns. Subconsultants/subcontractors who make up your team must also be included in the master spreadsheet.

   The City reserves the right to award any or all of the components of the proposal.

6. **References:** (up to two pages)

   Attach a list of not less than three (3) projects on which your firm or team has provided Construction Management Services during the last five years, emphasizing the types of projects similar in nature and scope to the City's project. In addition, identify all projects in which your firm was engaged as the Construction Manager and specify whether such projects have been for a public or private entity.

7. **Financial Statement**

   In lieu of a financial statement, provide a notarized representation that certifies that your organization and its underlying businesses have a sound financial standing and will provide all pertinent information regarding your financial status to the City, in confidence, if requested.

8. **Insurance and Legal Responsibilities**

   List the names and addresses of the insurance companies that have written commercial liability insurance policies for your organization and the projects listed in the experience section of this

RFP during the past three (3) years. Joint ventures should list the insurers for the company or person expected to be the major owner of the joint venture. Has any insurance company paid on behalf of the persons or organizations covered? If so, indicate names and addresses of insurance companies, particulars of payment, and date(s). Is your firm now, or has it been, within the past five (5) years, involved in any legal action related to any projects? If yes, please explain in detail and identify any judgments entered in such action. Also, provide all details of any declaration of default, non-conformance notices, or termination for cause against your firm with respect to such services. In addition, state whether during the past five years your firm or sub-consulting firms have been suspended from either bidding or entering into any government contract.

9. **Conflict of Interest:**

   Disclose any potential conflict of interest including, but not limited to, familial relationships between members of the consulting team and elected officials or employees and/or employees of the City of De Pere.

G. SELECTION PROCESS, SCHEDULE, AND CRITERIA

All proposals will be evaluated based on the technical and professional expertise and experience of the submitting firm(s), the proposed method and the procedures for completion of the work, and the proposal's cost. The firm's apparent ability to be independent and objective in performing the requested work will also be considered.

1. **Solicitation Schedule:** This solicitation's critical dates and times are listed below. The City may need to change any of these dates or times. All dates are subject to change.

Action	Estimated Completion Date
RFP Release	November 5, 2024
RFP Questions Due	November 15, 2024
RFP Question Response	November 22, 2024
RFP Responses Due Date	December 13, 2024
Evaluation Committee Meeting	December 16, 2024
Presentation, if needed	December 19, 2024
Finance and Personnel Committee	January 14, 2025 (recommendation)
Council Approval	January 21, 2025 (approval).

2. **Proposal Opening:** The RFP opening is public on the date and at the time specified on the proposal form. The proposer is responsible for ensuring the proposal is delivered when it opens at the proper time and place.

3. **Evaluation Committee:** The City Administrator and Development Services Director will appoint an evaluation committee to review and evaluate the proposals using the following criteria. At its sole discretion, the City may contact the references and/or visit one or more of the projects listed in response to this solicitation as part of the evaluation process. A shortlist of proposers may be interviewed for final ranking.

4. **Selection Criteria:** Any proposal not meeting the minimum qualifications stated above will be rejected. The criteria below are not necessarily listed in order of importance. Proposals will be evaluated on the following criteria:

Cover Letter (2 pages):	0 PTs
Qualifications and Capabilities (up to 10 pages):	15
Project Understanding and Approach (up to 10 pages):	40
Project Timeline (up to 5 pages):	15
Budget (up to 2 pages):	15
References:	15
Total	100

Based on the evaluation process and selection criteria results, the Evaluation Committee will prepare a prioritized ranking of the firm/team. City staff will present an agreement to the top-ranked firm/team. The final contract will then be forwarded to the Finance and Personnel Committee for recommendation to the Common Council for final approval. The City anticipates utilizing AIA A133-2019 or similar agreement for services based on the discussions with the selected firm/team.

H. GENERAL TERMS and STATEMENT OF RIGHTS AND UNDERSTANDING

The City reserves and may, in its sole discretion, exercise any and all of the following rights and options with respect to this RFP:

1. Each Proposer should carefully read and review all such items and address them in its proposal. However, the final description of the services and/or specifications to be provided to the City under this RFP is subject to negotiations with the successful Proposer and the City's final approval.
2. The City reserves the right to reject any or all proposals, to divide responsibilities among one or more applicants or the project team, to waive formalities, and to select the individual or firm/team which, in the City's sole judgment, can best perform the scope of services required.
3. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFP. The City has prepared this RFP and does not purport to be all-inclusive or to contain all of the information a prospective applicant may desire. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFP.
4. Ownership of all data, material, and documentation originated and prepared for the City pursuant to the RFP shall belong to the City and be subject to public inspection in accordance with the Freedom of Information Act (FOIA) and Wisconsin Public Records law. Trade secrets or proprietary information submitted by the Proposer shall not be subject to public disclosure unless otherwise required by law or a court.
5. The City is not liable for any costs incurred by any Proposer in connection with this RFP or any response by any Proposer to this RFP. The expenses incurred by a Proposer in the preparation, submission, and presentation of the proposal are the sole responsibility of the Proposer and may not be charged to the City, regardless of whether or not the City ultimately selects a Proposer's Proposal for completion of the work detailed in this RFP.

6. The City of De Pere does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.
7. Submission of a proposal does not bind the City to any action or any applicant;
8. The City may issue clarifications and propose addenda or modify any timeline;
9. To negotiate with one or more applicants;
10. To select any submission as the basis for negotiations and to negotiate with applicants for amendments or modifications to their submission;
11. To conduct investigations with respect to the qualifications of each applicant;
12. Upon submission of a written request, the Proposer may withdraw Proposals from consideration.
13. The City is not responsible for costs associated with preparing proposals or for costs incurred before a formal notice to proceed is issued if a contract is awarded;
14. The Proposer shall maintain, during the life of the Agreement, public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages that may arise from the performance of work under the Agreement.
15. Insurance. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:
    a) Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $5,000,000.
    b) Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.
    c) Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
    d) Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.
    e) Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

Attachments

Exhibit A: Parking Study
Exhibit B: Conceptual Redevelopment Plan
Exhibit C: Property Identification/CSM

Exhibit A: Parking Study

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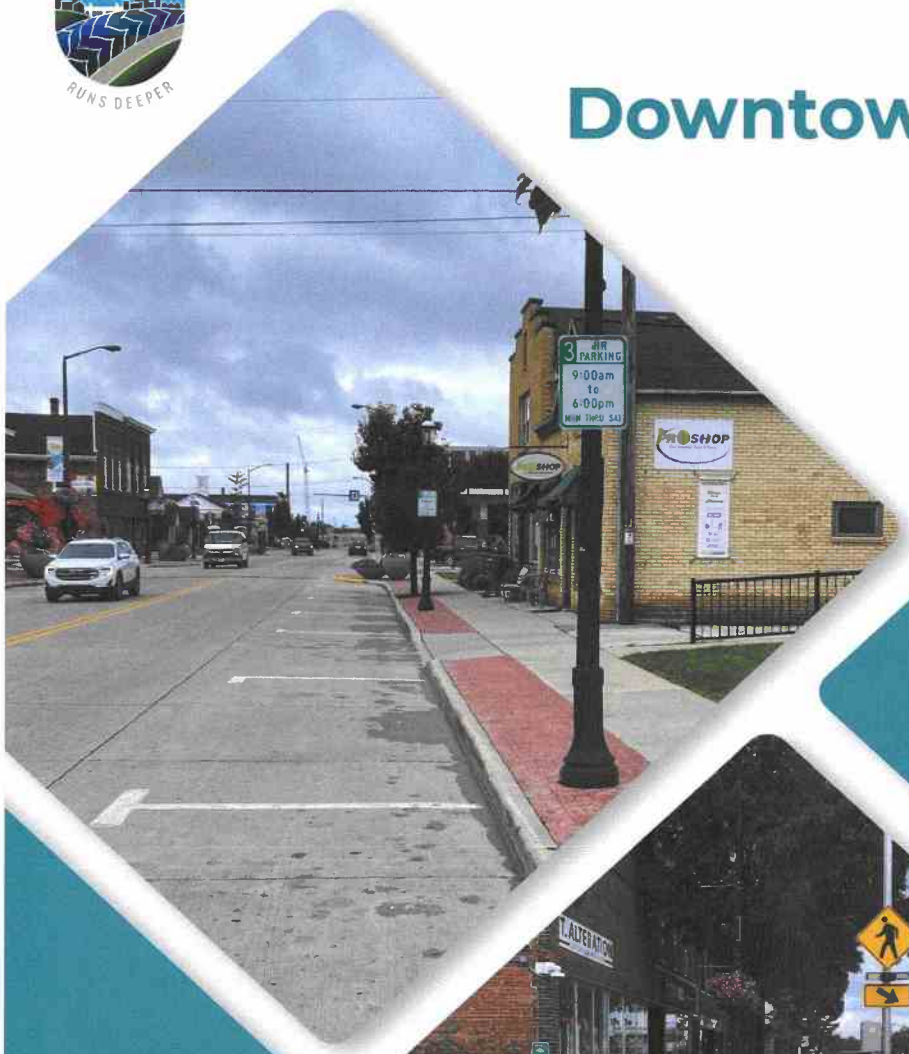
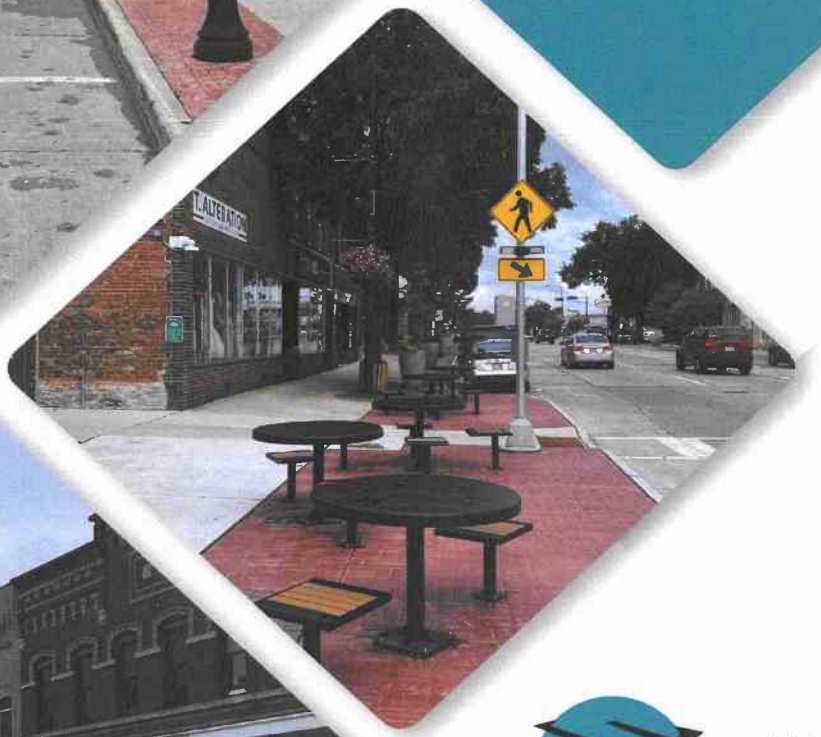
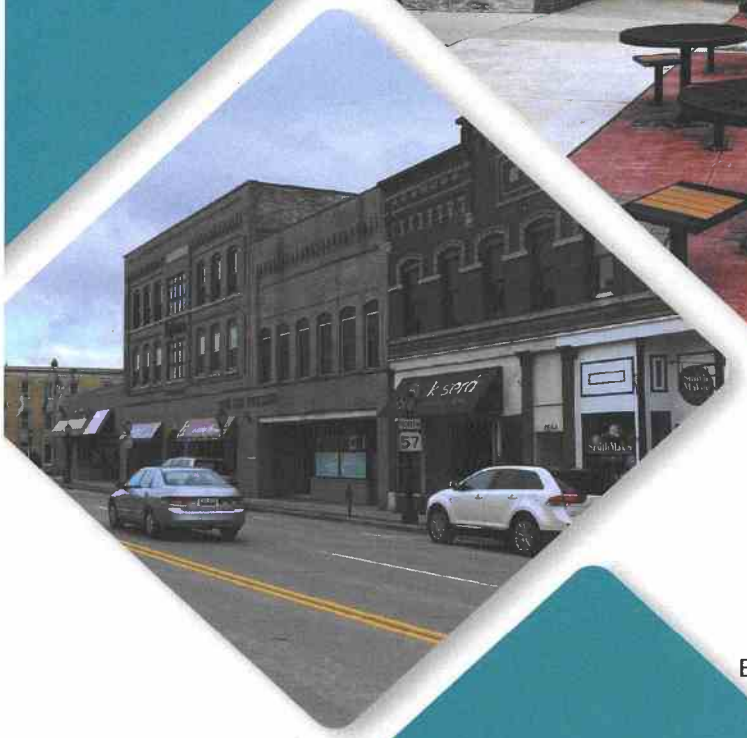
City of De Pere Downtown Parking Study

De Pere, Wisconsin

September 2023







WALKER CONSULTANTS

Exhibit A

September 6, 2023

Mr. Daniel Lindstrom, AICP
Director of Development Services
City of De Pere, Wisconsin
335 South Broadway
De Pere, WI 54115

Re: Downtown De Pere Parking Study
De Pere, Wisconsin
Walker Project No. 21-004831.00

Dear Mr. Lindstrom:

The City of De Pere, Wisconsin hired Walker Consultants to prepare the following report which summarizes the process, findings, key considerations, and recommendations associated with the parking study completed for West Downtown and East Downtown.

This report includes an Appendix C, which represents an updated shared parking analysis of the proposed ShopKo site redevelopment, updated from what was originally analyzed as part of the parking study in the summer and fall of 2021.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

Kevin T. White, AICP, CAPP
Parking and Mobility Consultant

Andrew Baglini
Parking and Mobility Consultant

Exhibit A

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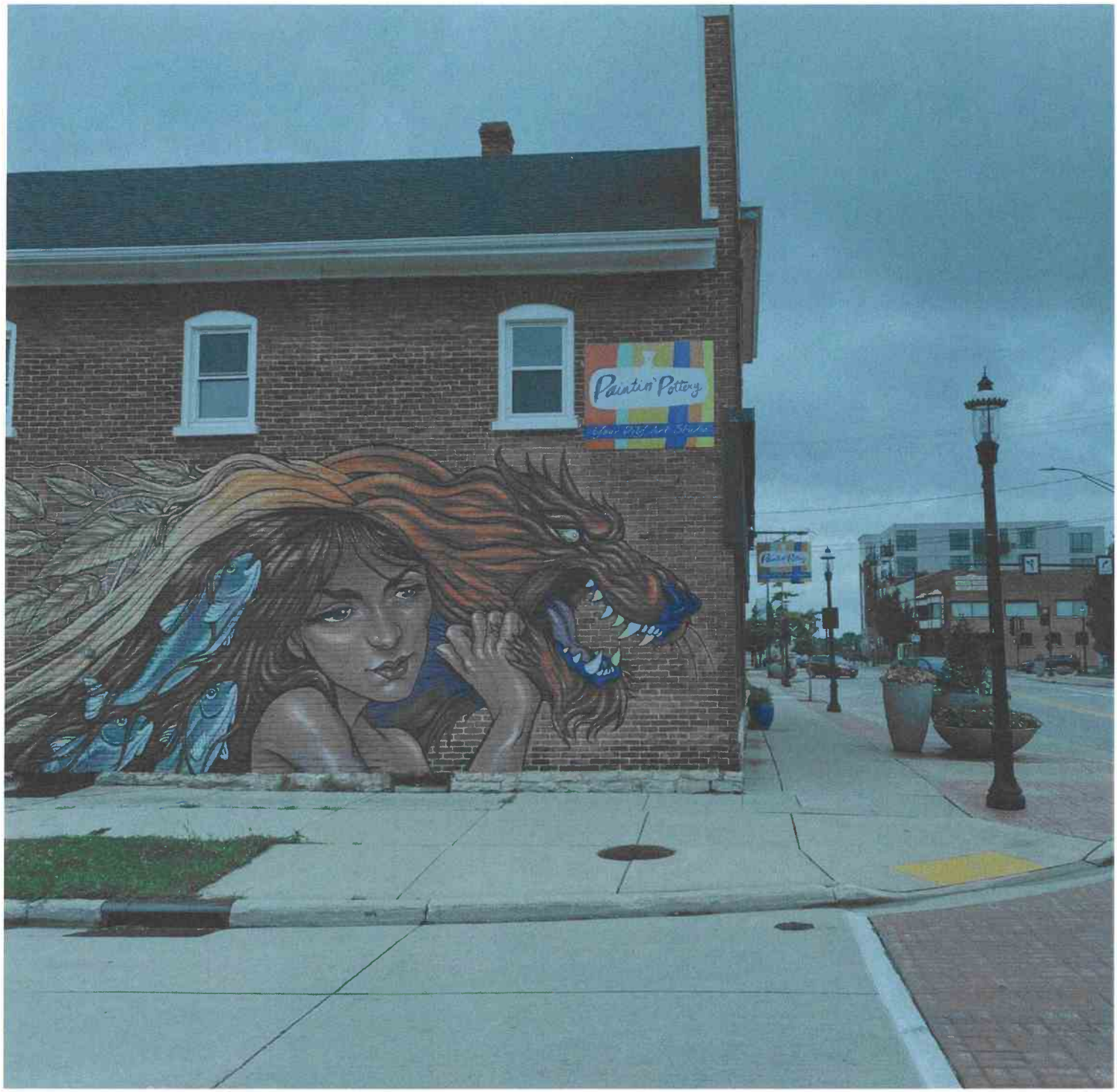

Executive Summary

Executive Summary

Walker Consultants worked with the City of De Pere ("the city") to complete a parking study focused on East and West Downtown with the following objectives:

1. Evaluate current parking supply, demand, behavior
2. Review and assess current parking operations and management
3. Compare De Pere to similar peer cities in how parking is provided, operated, and managed
4. Evaluate future parking needs with expected development
5. Identify strategies to improve and provide parking operations and management, and leverage parking as an economic development tool and key factor in a high quality of life, especially as the city grows and expands

To establish a baseline of parking conditions, Walker conducted parking occupancy counts in July 2021. The peak parking demand is depicted in the figure below. Occupancy is a measure of demand (the number of parked cars) divided by the total number of spaces.

Figure: Parking Occupancy at 10:00 a.m. (Peak Parking Demand)

Study Area	Parking Type	Inventory	10:00 am Demand (peak)	Occupancy %	Total Vacant Parking Spaces
West Downtown	On-Street	235	33	14%	202
	Off-Street	555	246	44%	309
Subtotal		**790**	**279**	**35%**	**511**
East Downtown	On-Street	243	92	38%	151
	Off-Street	951	351	37%	600
Subtotal		**1,194**	**443**	**37%**	**751**
Downtown Total		**1,984**	**722**	**36%**	**1,262**

Source: Walker Consultants, 2021

In addition to parking occupancy counts, the study included a review of peer cities Northfield, Minnesota, Stevens Point, Wisconsin, and Marquette, Michigan. Both Stevens Point and Northfield have formal long-term parking permit programs.

Walker conducted a formal online and in-person stakeholder engagement process to support the study and inform identification of needs and the formation of strategic recommendations. Among other considerations, stakeholder engagement indicated the need for better signage, wayfinding, and communication around parking and parking management, the need for a coherent approach to parking management, and the need for a better system of balancing and accommodating short and long-term parkers in both West and East Downtown.
The following needs, issues, and opportunities are summarized in Chapter 5:

- **Communications, Wayfinding, and Marketing**
  - Knowledge and information
  - Comprehension and compliance
  - Leveraging parking for economic development
  - Parking nomenclature
  - Messaging, communications, and branding
  - Wayfinding

- **Personnel, Organization, and Community Engagement**
  - Inherent foundation for parking management
  - Consolidated parking management and strategic leadership
  - Enforcement and staff turnover
  - Stakeholder engagement
  - Management consistency

- **Policy, Operations, and Management**
  - Current parking availability
  - Walkability and walking tolerance
  - Parking fragmentation
  - Short-term vs. long-term parking confusion and tension
  - Parking supply
  - Information for data-driven management
  - Manual enforcement process
  - Pivot to customer service and compliance

Chapter 6 offers an assessment of future parking needs based on the most recent plans and scenarios for development in West and East Downtown. A small surplus is projected in East Downtown and a deficit is projected in West Downtown. Formal parking studies should be conducted for each proposed project once specific plans are finalized; studies should include developer plans for providing off-street parking and managing transportation and parking demand. Additionally, ongoing conditions need to be evaluated after new land uses (and associated parking supply are added), and after the city enacts changes included in this report.

The following recommendations are provided in Chapter 7:

Policy, Parking Operations, and Management

- On-Street Parking Recommendations
  - Implement On-Street Short-Term Parking/Loading Zones

  - Institute Revised On-Street Parking Time Limits in East and West Downtowns
  - Be Deliberate About Expanding Managed On-Street Parking Areas
  - Monitor On-Street for Future Implementation of Paid Parking
- Off-Street Parking Recommendations
  - Introduce a Parking Pass Program for Off-Street Long-Term Parking
  - Implement Modified Short and Long-Term Parking Management Approach
  - Implement An Integrated Virtual Parking Pass and Mobile License Plate Based Enforcement System
  - Calibrate Parking Pass Numbers and Pass Rates for Effective Ongoing Parking Management
  - Implement a Strategic Goal of Efficient Off-Street Parking Management
  - Implement a Formal City-Led Shared Parking Program
  - Consider a Parking Utility Fee Program to Fund Public Parking and Mobility Improvements
  - Implement Best Practices for Event Parking Management
  - Strategically Add Electric Vehicle Chargers and Require Chargers for New Developments
- Consider the Adoption of a College Development Zoning District

Communications, Wayfinding, and Marketing

- Change Off-Street Parking Naming Structure
- Launch a Park De Pere Branding, Communications, and Marketing Campaign
- Update City Website with Clear Downtown Public Parking Information
- Update Signage at Key Locations to Include Parking-Related Information
- Install Entry and Location Signage at all Publicly Accessible Parking Facilities

Personnel, Organization, and Community Engagement

- Create a Single City Parking Entity and Consolidate All Parking and Mobility Services
- Develop a Mission Statement that is Supported Across City Departments
- Engage with St. Norbert College on Access and Parking
- Engage with Community Organizations on Branding and Communications

Accommodating Parking Needs with Expected Future Development

- Require Parking Study with New Downtown Development
- Monitor Parking Demand to Continually Assess Parking Needs
- Seek Public-Private Partnerships to Strategically Add Parking Supply
- Be Cognizant of Lost or Displaced Off-Street Parking
- Be Strategic About Off-Street Parking Minimum Requirements
- Ensure Continued Access for Long-Term and Short-Term/Transient Parkers
- Unlock Front Street On-Street Parking

Chapter 8 includes an implementation action plan of all study recommendations. This implementation action plan serves as the city's workplan for moving forward with strategy recommendations.

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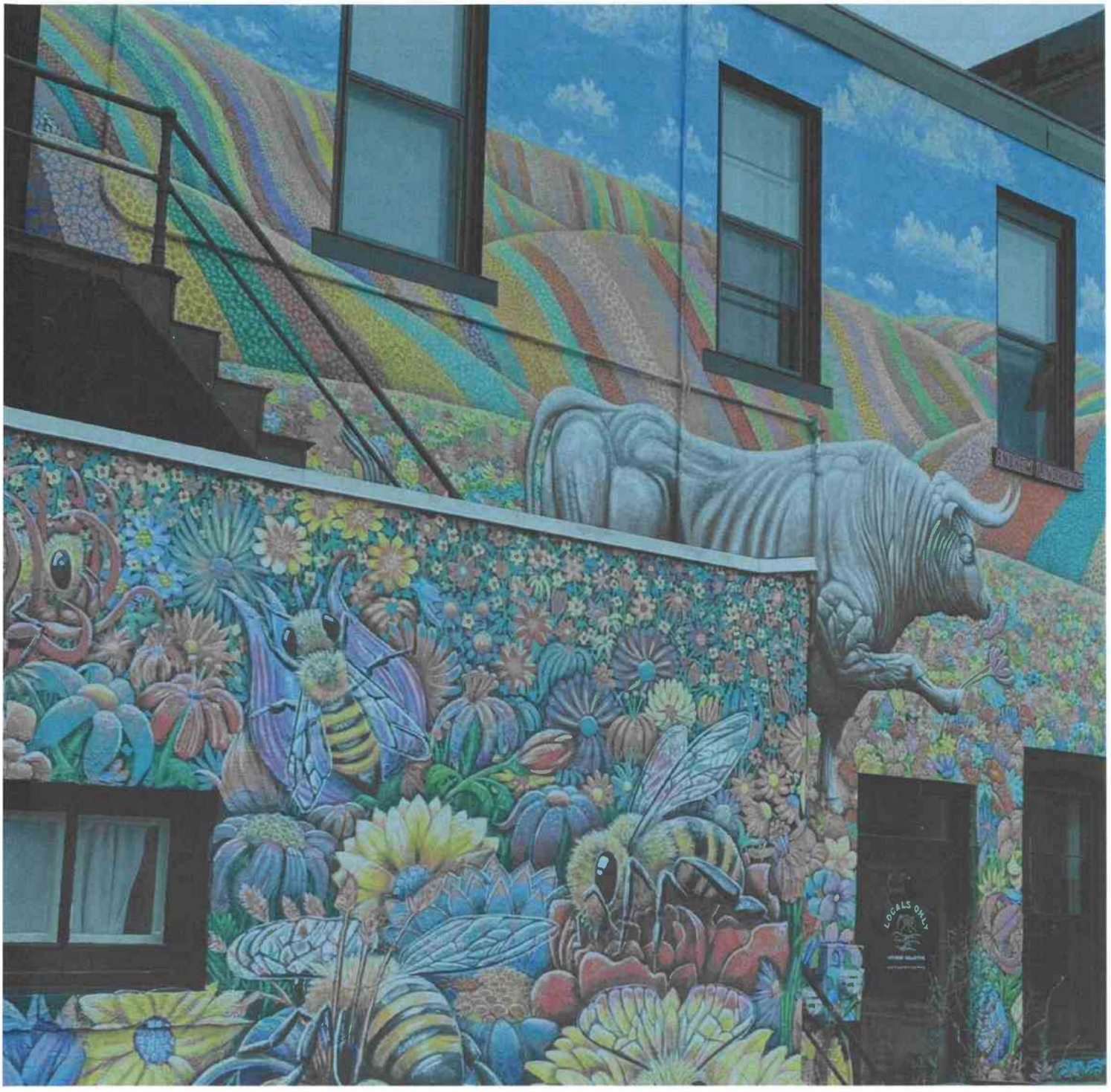


1 Background and Context

Introduction

Straddling the Fox River, De Pere is a vibrant community of roughly 25,000 people within the Green Bay Metropolitan Statistical Area. The heart of De Pere is its downtown, comprised of West Downtown encompassing the Main Avenue corridor, and East Downtown centered around the Broadway corridor. Downtown De Pere contains a diverse mix of commercial, office, retail, and residential land uses, including a variety of professional services, boutique retail establishments, popular restaurants, and others. St. Norbert College frames the edge of the west side of Downtown De Pere.

East and West Downtown are connected by the Claude Allouez Bridge across the Fox River. West of the river, Main Avenue is part of Wisconsin State Trunk Highway 32. On the east side of the river, Highway 32 travels south from a roundabout. On the east side of the river and north of the roundabout, Broadway is part of Wisconsin State Trunk Highway 57 which continues north along the Fox River toward downtown Green Bay. Annual average daily traffic (AADT) on Main Avenue west of the Fox River is nearly 14,000. While the AADT on Broadway east of the river and north of the roundabout is just over 12,000, while the AADT south of the roundabout is nearly 22,000. Traffic volumes, speeds, and the presence of larger commercial trucks has a profound impact on the travel, parking, mobility, safety, and other dynamics in both parts of downtown.

The city works closely with an active and engaged citizenry and business community to encourage thoughtful development, promote business recruitment and retention, and advance safety and quality of life initiatives. The City of De Pere is at a critical point in its history. Ongoing downtown master planning, development projects, and investments are poised to alter the downtown landscape. This includes the Mulva Cultural Center, a premier arts and cultural destination with hopes of opening in 2023. Forthcoming changes are expected to bring a variety of opportunities, but also parking and mobility challenges that need to be addressed.

Project Catalyst and Objectives

Ongoing engagement by the city and leading community business organization Definitely De Pere indicates access and parking is a priority issue among business owners, employees, and residents, and continues to be an ongoing challenge. The city has worked to address questions and challenges as they have come up but acknowledges that a tangible plan and approach must be developed for how parking is provided, operated, and managed, especially as the city grows and changes. In response to this, Walker Consultants began the work of the Downtown De Pere Parking Study in early summer 2021 with the following objectives:

1. Evaluate current parking supply, demand, and behavior
2. Review and assess current parking operations and management
3. Compare De Pere to similar peer cities in how parking is provided, operated, and managed
4. Evaluate future parking needs with expected development
5. Identify strategies to improve and provide parking operations and management, and leverage parking as an economic development tool and key factor in a high quality of life, especially as the city grows and expands

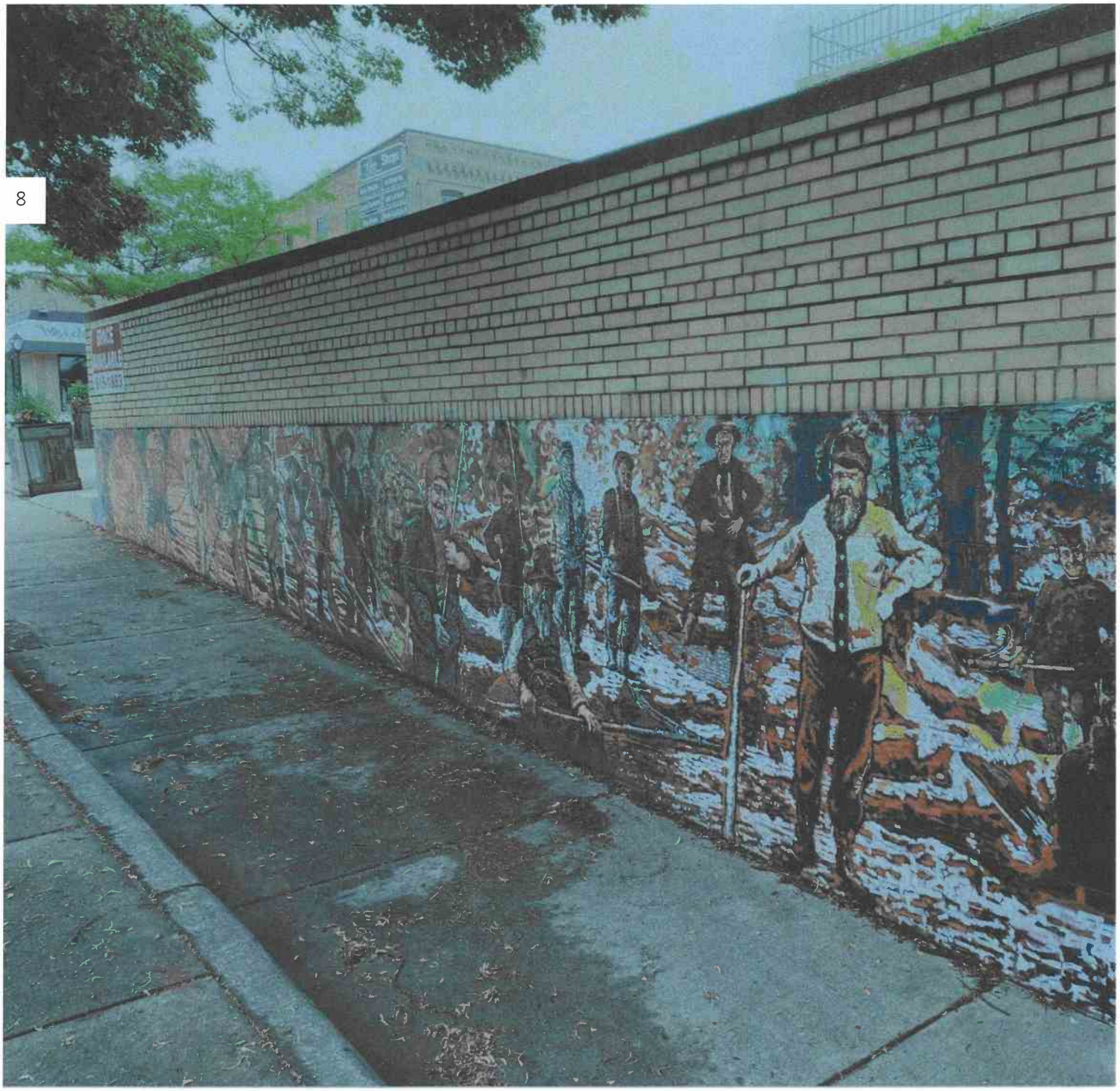
Ongoing and future development downtown have brought the city to an inflection point. In response, parking and mobility management must "take the next step" and be deliberate, coordinated, and strategic. The city recognizes the need for progressive, consolidated, and best practices-based parking and mobility management to maintain a vibrant community and a high-quality experience for residents, business owners, and visitors.

Project Process and Study Area

This plan includes a detailed summary of the process, methodology, findings, key conclusions, considerations, and recommendations of the parking study. The study included a review of existing conditions and operations, data collection, a peer review, stakeholder engagement, parking needs analysis, and the development of a recommendations and implementation action plan. The project began in early June 2021 and concluded in fall 2021. The study area includes East Downtown and West Downtown. East Downtown is generally bound by Cass Street to the north, Michigan Street to the east, Front Street/the Fox River to the west and Merrill Street to the south. West Downtown is generally bound by the railroad tracks to the north, Third Street to the east, the railroad tracks to the west and Grant Street to the south. Figure 1.1 below highlights the project study area.

Figure 1.1: Downtown Study Area

Source: Walker Consultants, 2021



2 | Existing Conditions Assessment and Evaluation

Existing Parking Supply

East and West Downtown De Pere have a variety of off-street surface and on-street parking available. The City of De Pere manages off-street parking in several public surface lots on both sides of the river. Short-term (parking up to three hours) and long-term (parking up to 72 hours; short-term parking is also permitted) parking spaces are provided in off-street facilities and indicated with signage. Short and long-term parking is often comingled in the same parking lot. Unmanaged parking with no daytime time limits is provided in select off-street facilities.

Managed on-street spaces are signed and have a time limit of up to three hours. Some unrestricted (i.e., no time limit) parking and 20-minute parking is available. There is over 27 acres of surface parking in Downtown De Pere within the project study area, about a quarter of all the potentially taxable land area. This represents over $25 million in land value. Figure 2.1 depicts the area dedicated to parking in Downtown De Pere.

Signage indicates 3-hour time limits for on-street parking.

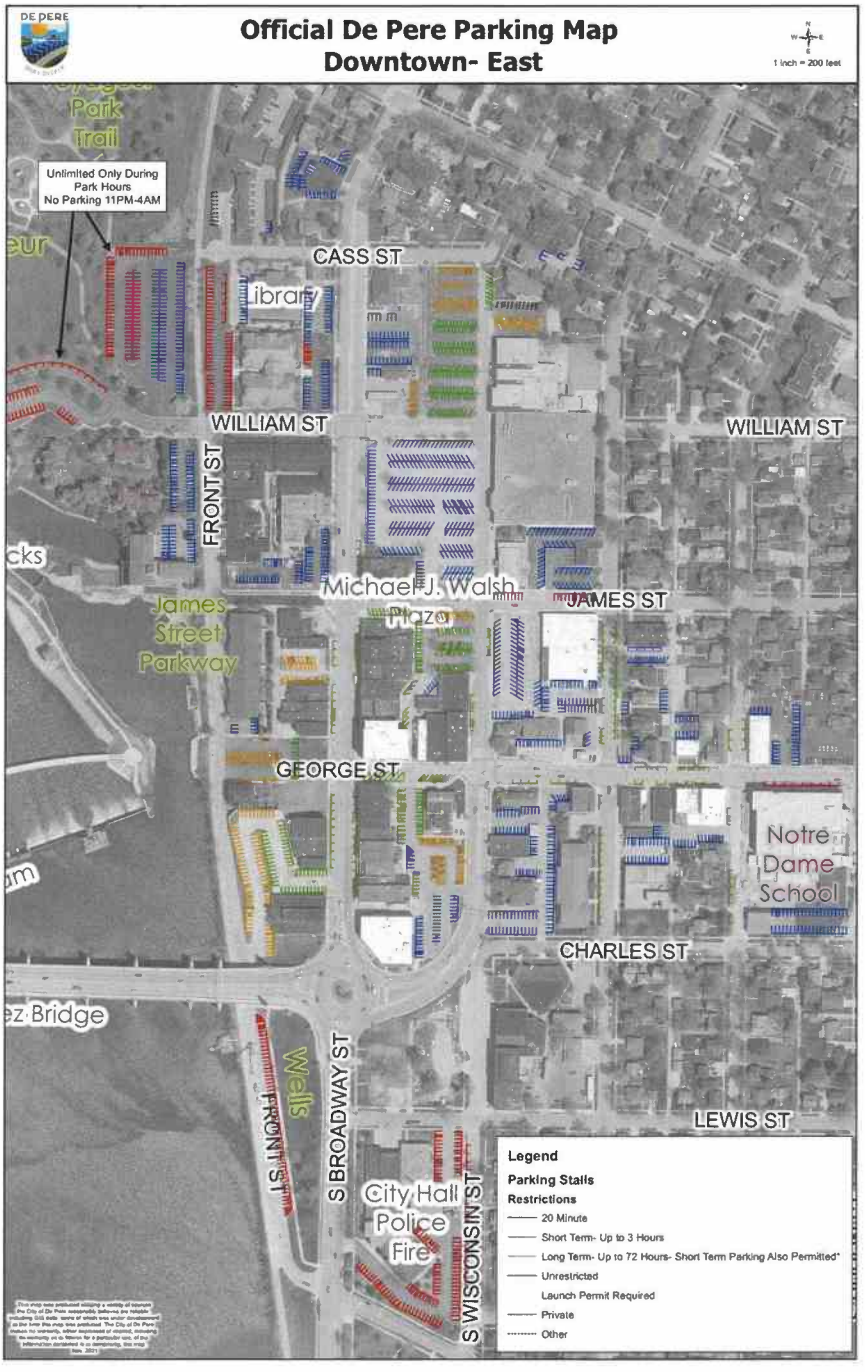
Source: Walker Consultants, 2021

Figure 2.1: Surface Parking in Downtown De Pere

Source: Walker Consultants, 2021

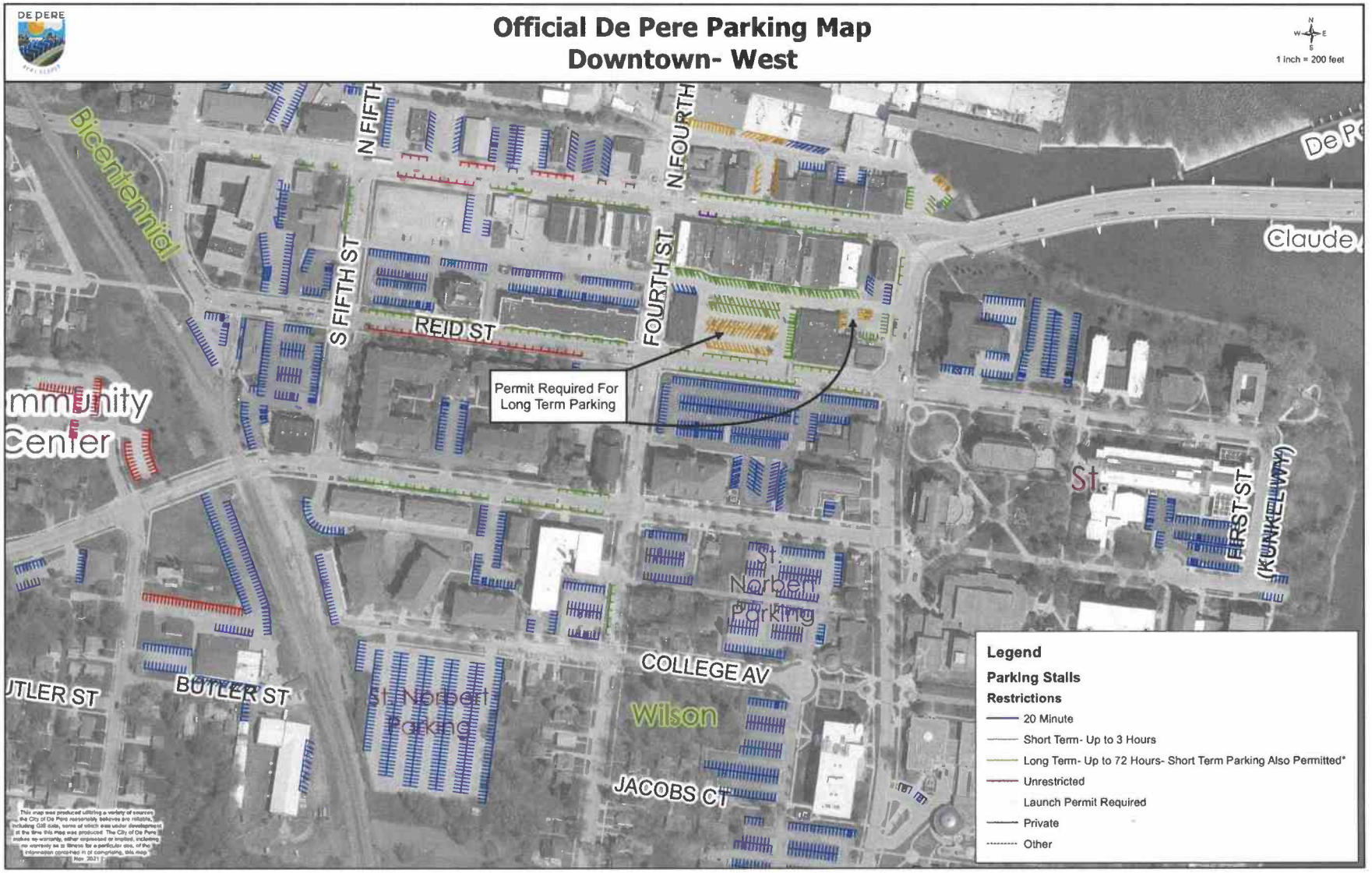
Figures 2.2 and 2.3 show the existing detailed on and off-street parking supply in East and West Downtown, respectively. Private (i.e., not managed by the City of De Pere) parking is shown in dark blue. Most parking in East and West Downtown is within a five-minute walk of the core part of downtown.

Figure 2.2: East Downtown Parking



Source: City of De Pere, 2021

Figure 2.3: West Downtown Parking



Source: City of De Pere, 2021

Exhibit A

Public Parking Supply

Walker inventoried current publicly available on- and off-street parking supply within the study area in July 2021. The study area had a total of **1,984±** spaces, including **478±** on street spaces and **1,506±** off-street spaces.

In West Downtown, **43 (8%)** of the off-street spaces were designated as long-term, and **152 (27%)** were designated as short-term. The remaining off-street spaces were unrestricted **(40%)** or reserved/customer only/ADA spaces **(25%).**

In East Downtown, **223 (23%)** of the off-street spaces were designated as long-term, and **261 (27%)** were designated as short-term. The remaining off-street spaces were unrestricted **(42%)** or reserved/customer only/ADA spaces **(7%).**

Signage indicates short and long-term parking in off-street parking lots. Source: Walker Consultants, 2021

The parking inventory is summarized in Figure 2.4 below.

Figure 2.4: Inventoried Parking Supply

Study Area	Parking Type	Inventory	% of Total
West Downtown	On-Street	235	30%
	Off-Street	555	70%
Subtotal		**790**	
East Downtown	On-Street	243	20%
	Off-Street	951	80%
Subtotal		**1,194**	
Downtown Total		**1,984**	

Source: Walker Consultants, 2021

Parking Occupancy

Walker conducted parking occupancy (calculated as the observed number of parked vehicles divided by the total number of spaces) counts in all publicly accessible parking facilities within the study area on Wednesday, July 14, 2021, at 10:00 a.m., 1:00 p.m., and 3:00 p.m. The date and collection times were chosen in collaboration with the City of De Pere to correspond with typical operating conditions. Walker recognizes that a variety of circumstances and conditions affect parking demand, including weather, events, and myriad other factors. Furthermore, it is understood that parking demand associated with retail, restaurant, commercial, and office space has been impacted by the COVID-19 pandemic.

Given this, the purpose of the parking occupancy data collection was to establish a "snapshot" of current parking conditions, a baseline on which to identify needs, issues, and opportunities. Walker performed the parking occupancy counts in July 2021, allowing for a return to pre-pandemic parking demand conditions and patterns. Walker understands that during summer 2021, downtown parking and visitation was largely back to normal conditions, outside of office-related parking demand. These typical summer parking conditions serve as a baseline for estimating the parking impacts of ongoing development in De Pere, including the Mulva Cultural Center, discussed later in this report in Chapter 6. Occupancy is a measure of demand (the number of parked cars) divided by the total number of spaces.

Overall, on-street parking was only **14%** occupied in West Downtown and **38%** occupied in East Downtown. the spaces on George Street in East Downtown were the most occupied during peak, ranging from 50-70%. Main Street had a block of on-street parking within the 70-85% occupied range, and Broadway Street saw sections at 50-70% occupied.

Figure 2.5 summarizes parking occupancy during the peak time of 10:00 a.m., and Figure 2.6 includes a map depicting occupancy by facility at peak. The total spaces per sub area have been calculated to include both on-street and off-street publicly accessible parking spaces. The green shading represents parking occupancy below 50%. Besides a few facilities in both sub areas, which have a parking occupancy of 50% or higher, the remaining facilities have a large amount of publicly accessible on-and-off street parking available. Overall, the downtown at peak overall occupancy is only **36%** occupied.

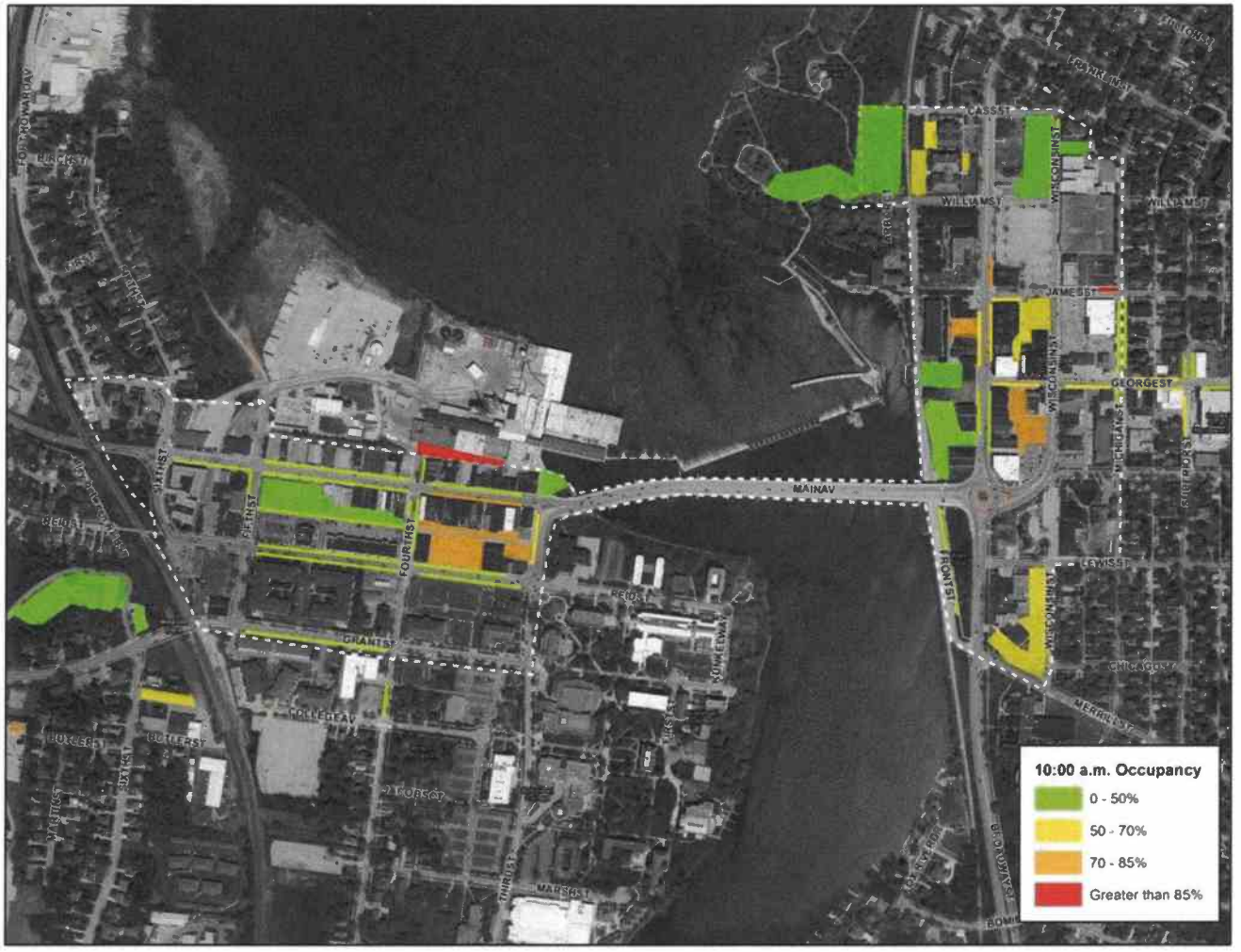
Figure 2.5: Parking Occupancy at 10:00 a.m. (Peak Parking Demand)

Study Area	Parking Type	Inventory	10:00 am Demand (peak)	Occupancy %	Total Vacant Parking Spaces
West Downtown	On-Street	235	33	14%	202
	Off-Street	555	246	44%	309
Subtotal		**790**	**279**	**35%**	**511**
East Downtown	On-Street	243	92	38%	151
	Off-Street	951	351	37%	600
Subtotal		**1,194**	**443**	**37%**	**751**
Downtown Total		**1,984**	**722**	**36%**	**1,262**

Source: Walker Consultants, 2021

If the large supply (and associated demand) of unrestricted parking at the Voyageur Park lot were excluded from the analysis, off-street parking in East Downtown would be a very slightly higher 38 percent occupied, and the East Downtown system as a whole would be a similar 37 percent occupied. The Voyageur Park lot itself experienced peak demand of 34 percent, thus not having a material impact on the overall supply/demand results.

Figure 2.6: Parking Occupancy at 10:00 a.m. (Peak Parking Demand)



Source: Walker Consultants, 2021

Short-Term and Long-Term Parking Occupancy

During peak occupancy at 10:00 a.m. short- and long-term off-street spaces in West Downtown were **72%** and **77%** occupied, respectively. East Downtown was **22%** occupied for short term and **40%** occupied for long term long-term spaces, respectively. Please note the East Downtown percentages do not include the large supply of parking at Voyageur Park as these are unrestricted spaces. Observation and engagement indicate that short-term parkers do sometimes park in long-term spaces, and vice versa, so parking occupancy counts are not a fully reliable determinant of specific short and long-term parking demand. More information on addressing issues and opportunities and managing short and long-term parking demand is available in Chapter 5 and 7 of this report.

Summary and Key Conclusions

The following observations are offered given field observations and data collection and analysis.

1. **Significant on-street parking is available** throughout downtown, with limited high demand areas at all times of day.
2. Easily visible **electronic pedestrian crossing signals.**
3. **Pleasant, attractive streetscapes** and clean on-street parking areas.
4. **High-speed traffic zones,** particularly near the roundabout (East) and intersection of 3rd and Main (West), which may make on-street parallel parking intimidating or frustrating for some users.
5. High occupancy facilities: Nicolet Square Lot, Mission Square, Reid St/Fourth St facilities, 335 S. Broadway (City Hall).
6. **Short-term vs. long-term off-street parking supply likely needs to be adjusted and calibrated** to satisfy occasional higher demand hotspots and businesses.
7. **Off-street parking lot identification, signage, and a consistent brand** would assist in pedestrian/vehicular wayfinding and an enhanced downtown identity.
8. **Additional delivery/loading spaces** are needed on both sides of the river.

Parking Policies and Ordinances Review

Several sections of the City of De Pere Code of Ordinances detail policies related to on and off-street parking:

- Section 14-55: Off-street parking: This section details regulations related to the size, design/layout, and the requirements for the minimum number of off-street spaces to be provided with development. The City of De Pere does not have a specific process for providing reductions to minimum off-street parking requirements (e.g., via a shared parking reduction). The city does have a Zoning Code variance request process, however. Additionally, The city Code of Ordinance does state that off-street parking and loading requirements "shall not apply to those properties which have accepted special assessments for parking facilities constructed and maintained by the city."
- Section 150-22. Parking in parkways, building setbacks and property dedicated to public: This section details regulations related to parking in setback, driveway, and parkway areas.
- Section 150-22. Parking: This section documents regulations related to overnight parking, long-term parking, and street parking.

Parking Enforcement

The following are the types of parking in downtown De Pere:

- 3-hour time-limited on-street parking, enforced 9:00 a.m. – 6:00 p.m., Monday – Saturday
- Unrestricted/unmanaged on-street parking
- 3-hour time-limited short-term off-street parking, enforced 9:00 a.m. – 6:00 p.m., Monday – Saturday
- Long-term (up to 72 hours) off-street parking (parking pass only required for long-term parking in Nicolet Square lot; short-term parking also allowed)

Two civilian community service officers conduct parking enforcement Monday – Saturday, 9:00 a.m. – 6:00 p.m. Enforcement is done with a pick-up truck with no additional special technology. Enforcement is focused on identifying violations of posted time limits. Officers chalk tires and return to identify overstays. Paper tickets are issues for violations. Community service officers are often local students who work part-time. Staff turnover is frequent. City personnel indicate that enforcement is not a significant source of revenue. Collections are handled by City records staff. The Captain of Field Services within the city Police Department oversees all parking enforcement.

Parking Operations and Management

Duties related to parking and mobility are divided into different entities at the city. Strategic parking planning related to development proposals and master planning is handled by the Director of Development Services. Public Works and the Public Works Director oversee on and off-street parking maintenance. This includes cleaning, snow removal, repairs, signage, striping and pavement markings, and capital investments. A Parking and Traffic Team comprised of different City staff who are involved with parking meetings regularly to address complaints that are received, review issues, and make recommendations that go to the Board of Public Works and City Council for approvals as necessary. It is understood that the Director of Development Services will take the lead on implementing the parking study contained herein.

Looking Ahead: Future Downtown Development

Continued development in De Pere, including the Mulva Cultural Center, will impact the needs and conditions for access and parking management. More information on estimated future parking needs is included in Chapter 6. Recommendations included in Chapter 7 are meant to balance users and address parking management needs amidst growth and development.

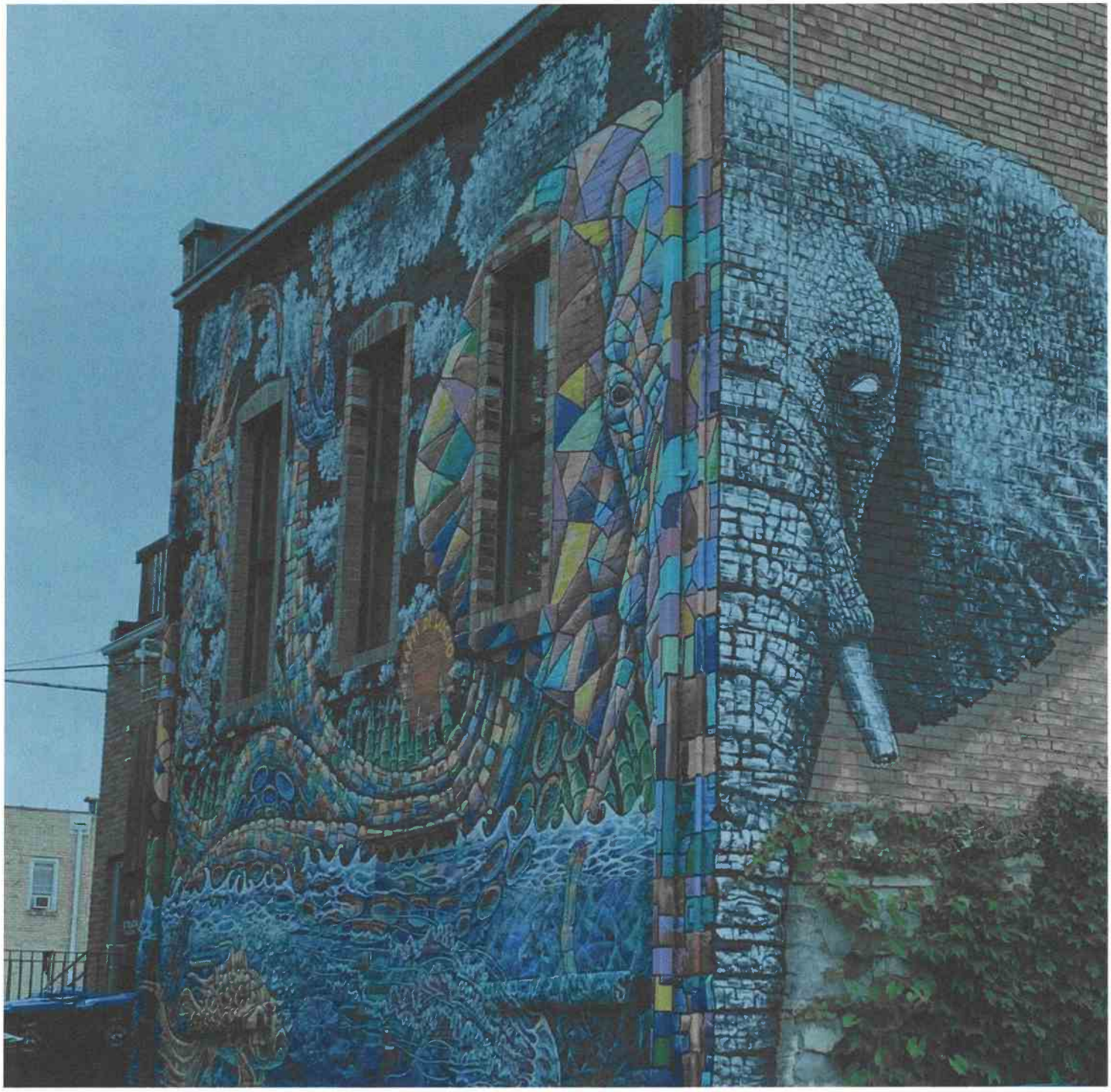
Utilizing Urban Land Institute's Shared Parking methodology, Walker projects that at full build-out of all currently proposed downtown developments (based on current working plans of the development at the time of this study), East Downtown will experience a parking surplus of approximately 70 spaces during peak demand conditions when considering the Mulva Cultural Center, the Front Street development, and the Shopko site development. In West Downtown, Walker projects that there will be a parking deficit of approximately 120 spaces during peak demand conditions if all proposed development projects (conceptual projects provided by SmithGroup in Fall 2021) are fully completed.

View down Broadway - East Downtown. Source: Walker Consultants, 2021

Based on Walker's projections of current development proposals, if all developments are fully built out, there is expected to be enough parking to satisfy existing and new parking demand in East Downtown. Chapter 6 of this report includes details on future parking needs projections.

In West Downtown, parkers may be required to use outer lots in peripheral areas (i.e., the community center and pool lots) or park on-street in residential areas during peak demand conditions. Further, the city may consider adding a surface parking lot (or parking structure, if demand warrants) or exploring options to expand current surface lots. Shared parking agreements and/or increased and enhanced Transportation Demand Management (TDM) options would be alternatives to building new parking supply, which can come at a prohibitively high capital cost. More information on accommodating future parking needs from new development is included in Chapter 7 of this report.

Note that with all parking management strategies, the city, stakeholders, and Common Council must evaluate and balance several factors, including the community's willingness to walk to open and available parking.



3 | Peer Review

Introduction

One way to measure success and efficiency of a parking program is to evaluate it in comparison to other similar communities. The peer city parking review provides a snapshot of these cities and how they are functioning and operating their parking programs.

The goal of the peer city parking review is to seek out opportunities to implement best management practices and strategies that have performed well and look for ways to further improve the existing parking and transportation systems.

Peer Review Process

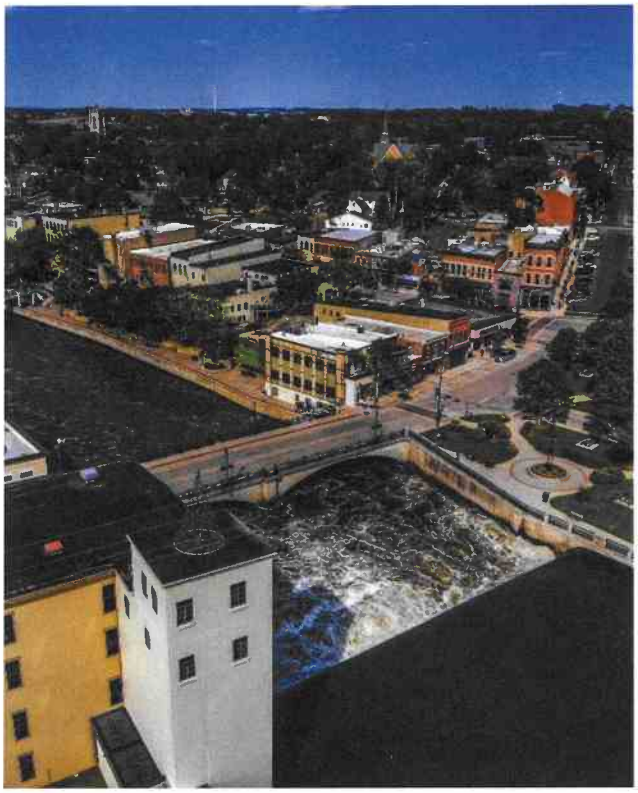
The project team identified three communities: Northfield, Minnesota, Stevens Point, Wisconsin, and Marquette, Michigan. These communities were chosen in collaboration with project personnel and represent similar characteristics to De Pere. The objective was to evaluate cities with a Midwest climate (snow/cold), that have comparable population sizes (± 10,000), are associated with a college or university, and have environmental impacts from rivers or bodies of water. The following sections provide descriptions of each of the cities, including community characteristics and an overview of the parking program.

Northfield, Minnesota

The City of Northfield is in south central Minnesota, 35 miles from Minneapolis – St. Paul and 50 miles from Rochester.

Community Characteristics

- **Population:**
  20,217
- **Colleges/Universities:**
  St Olaf College (3,179 Students)
  Carleton College (2,014 Students)
- **Rivers/Bodies of Water:**
  Cannon River
- **Top Employers:**
  St Olaf College, Carleton College, Post Consumer Brands, Target, Aldi, Menards



Source: https://www.ci.northfield.mn.us/

City of Northfield Parking System

Figure 3.1: Publicly Accessible Parking Spaces within Downtown

Parking Type	Inventory	De Pere Inventory
Surface Lots	9	22
Off-Street Spaces	207	1,506
On-Street Spaces	340	478
On-Street Spaces with Time Restrictions	309	-
Total Number of Publicly Accessible Spaces within Downtown	**856**	**1,984**

Source: Walker Consultants, 2021

Parking Regulations

All on-street parking in Northfield is free to use with specific time restrictions. The city has restricted parking in downtown and select streets near both colleges to 2-hour parking, with 20-minute parking spaces in high turnover uses (dry cleaners etc.). In addition to free on-street parking, The city also does not charge for off-street parking.

Winter Parking Regulations

The City of Northfield's Winter Parking Ban states no parking on-street from 2:00am to 6:00am from November 15 to March 15 in any year. During the winter parking ban, the city offers off-street parking permits to residents with extenuating circumstances. These winter permits do not allow on-street parking during a snow emergency.

Parking Management and Operations

There is no formal parking system or authority currently. The city operates and manages the on-street facilities and the nine (9) publicly accessible off-street parking facilities. The city also provides enforcement of public-on-and-off street parking facilities through local police.

Parking Development Standards

Downtown

Parking standards have been waived within the downtown district to encourage growth and development.

College Development District

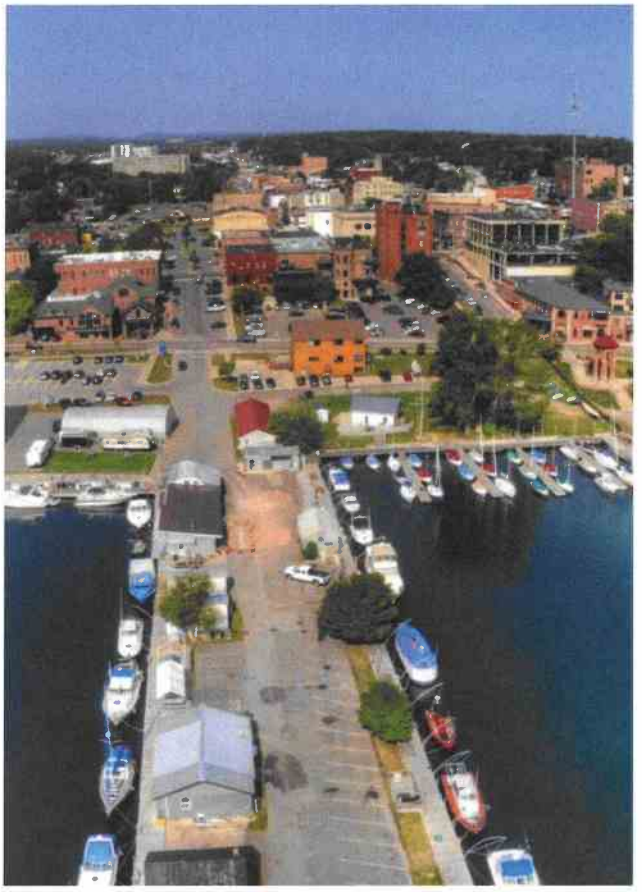
The city has created a special base zoning district (College Development, CD-S) for both college areas. The purpose of the College Development (CD-S) district is to allow college facilities and operations within the city limits while providing boundaries which respect the function and character of the colleges and their adjoining districts, particularly adjoining residential and commercial districts (Land Development Code 2.4.2). All development proposed within the CD-S are required to prepare and provide a parking study to analyze campus wide supply and demand per the zoning code.

Marquette, Michigan

The City of Marquette is in the Upper Peninsula (UP) of Michigan. It is the largest city in the UP. The closest major city to Marquette is Milwaukee, Wisconsin about 300 miles. The city is also about 176 miles from the Green Bay, Wisconsin metro area.

Community Characteristics

- **Population:**
  20,932
- **Colleges/Universities:**
  Northern Michigan University (7,600 Students)
- **Rivers/Bodies of Water:**
  Lake Superior, Dead River
- **Top Employers:**
  UP Health System, Northern Michigan University, Cliffs Natural Resources, Michigan Operations, Upper Peninsula Medical Center



Source: Jacob Boomsma / shutterstock.com

City of Marquette Parking System

Figure 3.2: Publicly Accessible Parking Spaces within Downtown

Parking Type	Inventory	De Pere Inventory
Surface Lots	8	22
Ramps	1 (2 levels)	0
Off-Street Spaces	755	1,506
On-Street Spaces	636	478
On-Street Spaces with Time Restrictions	365	-
Total Number of Publicly Accessible Spaces within Downtown	**1,391**	**1,984**

Source: Walker Consultants, 2021

Parking Regulations

On-street parking within downtown Marquette is metered with an hourly rate of $0.50, The city restricts meters to 1-hour, 3-hour, and 10-hour. The hourly rates for surface lots are free for 2-hours with a permit program set up for long term parkers at designated lots and the Bluff Street Ramp. The permit program is set up as followed:

- $30 per month for a daytime permit – businesses/employees can park beyond time limits
- $40 per month for a 24-hour permit – residents, landlords, AirBnBs, etc.
- $5 single use daily permit

Parking is managed with virtual permitting and LPR-based enforcement.

Winter Parking Regulations

The City of Marquette's Winter Parking Ban prohibits on-street overnight parking between November 1 and April 1.

Parking Management and Operations

The city does have a Traffic-Parking Advisory Committee. The Traffic-Parking Advisory Committee advises the city Commission on matters relating to parking, traffic flows, traffic patterns and Complete Streets.

The city has contracted with the Downtown Development Authority (DDA) for operation of public parking lots in the downtown area. Parking lot maintenance is a shared responsibility for the city and the DDA but is coordinated by the DDA Director.

Parking is enforced by the city's Police Department and enforcement is Monday through Friday from 9 a.m. to 6 p.m. and provided complimentary on Saturdays, Sundays, and weekdays after 6 p.m. Overnight parking in rental lots is by permit only.

Parking Development Standards

Parking space requirements for principle uses within the CBD apply only to residential uses and all other principal uses in the CBD are exempt from parking space requirements (UDO Section 54.902 Parking Regulations).

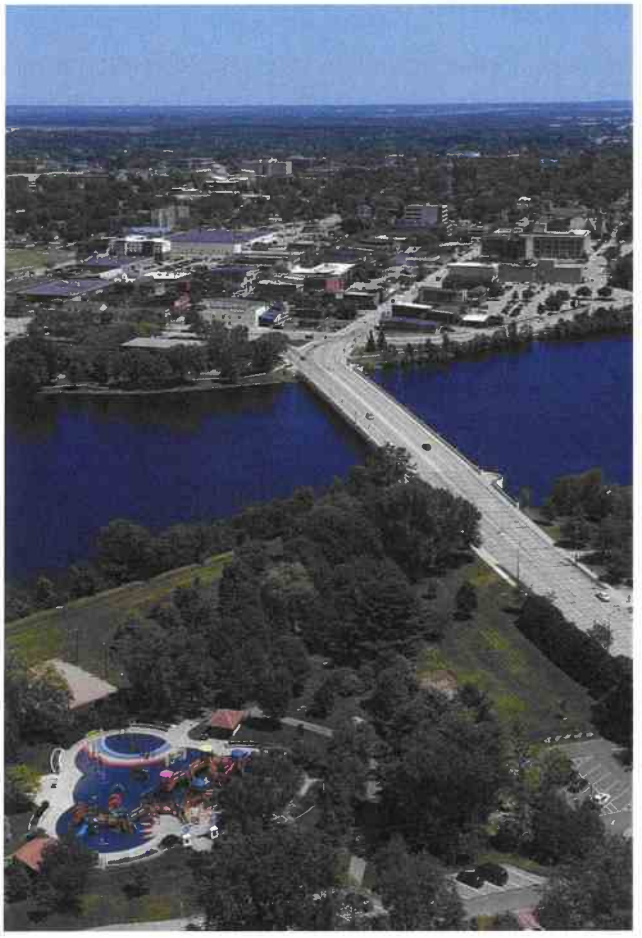
The city has implemented a Parking Reduction Formula as a zoning code exemption for uses other than residential for specific zoning districts. The Parking Reduction Formula is a percent reduction in total number of parking spaces required for the project.

Stevens Point, Wisconsin

The City of Stevens Point is centrally located in the state and located on the Wisconsin River, roughly 88 miles west of De Pere.

Community Characteristics

- **Population:**
  26,717
- **Colleges/Universities:**
  University of Wisconsin – Stevens Point (8,626 Students)
  Mid-State Technical College (±2,000 Students)
- **Rivers/Bodies of Water:**
  Wisconsin River, McDill Pond
- **Top Employers:**
  Sentry Insurance, University of Wisconsin – Stevens Point, Canadian National Railway, AIG, Associated Bank



Source: https://www.stevenspoint.com/

City of Stevens Point Parking System

Figure 3.3: Publicly Accessible Parking Spaces within Downtown

Parking Type	Inventory	De Pere Inventory
Surface Lots	13	22
Off-Street Spaces	1,420	1,506
On-Street Spaces	697	478
Total Number of Publicly Accessible Spaces within Downtown	**2,117**	**1,984**

Source: Walker Consultants, 2021

Parking Regulations

On-street parking within downtown Stevens Point is metered with an hourly rate of $0.75, the city restricts meters to 15-minute, 1-hour, 2-hour, 3-hour, 4-hour and 10-hour limits. There is also metered parking on the streets within the University Area. In addition to the metered parking, The city has also implemented a residential parking permit within three separate zones all near or surrounding the UW-Stevens Point campus.

The city has also implemented an alternate side parking for overnight parking. This is for the entire year, every day of the week, throughout the entire city - except for the Downtown Business District. Alternate side parking is in effect 2:30 AM - 6:00 AM on any city street differentiated between odd and even days.

The city has a mix of Pay by Plate Kiosks and Single Space Meters for on-street parking

Off-street parking within downtown is free 2-hours with a long term and overnight parking permit program available at designated lots. The permit program is set up as follows:

- $25 per month for 24/7 long-term access
- Reserve specific spaces for long-term parking

The city leverages virtual permitting and LPR-based enforcement to manage the program.

Winter Parking Regulations

The mayor announces Snow Emergency Parking Restrictions and Regulations.

Parking Management and Operations

There is no formal parking system and the city's Public Works and/or Police Department maintains all on-street meters, multi-space kiosks, and off-street facilities within the downtown and University Area. The city also provides enforcement of public-on-and-off street parking facilities through local police using license plate recognition (LPR) technology.

Parking Development Standards

The city does not require parking in the designated downtown area, with parking reductions in place for the following standards

- Bus Transit Availability
- Provision of Structured Parking
- Access to Car-Sharing Program
- Tree Preservation

The city has also created a University Facilities Zoning District for the UW-Stevens Point campus area to primarily accommodate developed University owned land, buildings, and facilities.

Findings and Key Takeaways

The following is a summary of the findings and key takeaways from the peer review:

- **Long Term Parking Permit Management:** All of the cities reviewed provide some form of long-term parking permit program, either longer duration then meters, overnight and/or winter parking for residents. Generally, the cities had designated off-street facilities for permit holders with reserved spaces.

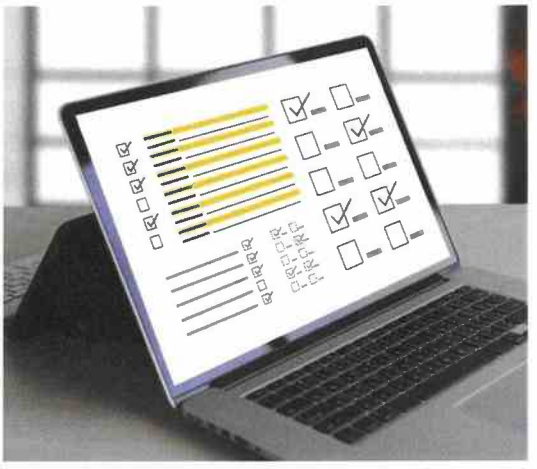
- **Virtual Permitting and LPR-Based Enforcement for On-Street and Off-Street Parking:** For the cities reviewed that charged for parking, Marquette, and Stevens Point, both use new parking technology to issue parking permits for off-street facilities and enforcement for on-street parking. The use of new technology allows these cities to take advantage of the streamlined back-end enforcement and management software for both permitting and License Plate Recognition (LPR) based enforcement. More information on potential technology platforms is included in the Recommendations in Chapter 7.

- **Paid Parking:** The City of Marquette and Stevens Point charge for parking. The City of Marquette charges an hourly rate of $0.50 with 1, 3, and 10-hour meters for on-street parking. Stevens Point charges an hourly rate of $0.75 with 15 minute, 1, 2, 3, 4, and 10-hour for on-street metered spaces.

These findings are most applicable to the City of De Pere and have been incorporated into recommendations included in Chapter 7.

4 | Stakeholder Engagement

Introduction



Public and community collaboration was essential to understanding the parking and mobility issues within Downtown De Pere. Engagement was critical to informing the public on project process, garnering support, and receiving input to help inform and guide the recommendations provided in this study. The following engagement opportunities were conducted as part of the project process:

In-Person

- Two (2) focus groups on July 13, 2021, with invited community and business stakeholders

Virtual/Online

- June 4, 2021: Project kick-off strengths, weaknesses, opportunities, and threats (SWOT) discussion with City staff and specific invited business and community members
- August 2021 phone interviews with City staff and Definitely De Pere
- August 26, 2021: Collaborative work session to discuss existing conditions assessment, needs/opportunities, and potential strategies with City staff and specific invited business and community members
- September 28, 2021: Virtual engagement session with invited community and business stakeholders
- July – August 2021: Online survey seeking feedback on parking and mobility challenges, priorities, and opportunities
- September - October 2021: Online survey seeking feedback on potential long-term parking management strategies

The following summarizes the key results and takeaways from stakeholder engagement. Results are summarized below, separated by engagement with the broader public, and engagement with staff and community stakeholders.

Public Engagement

Engagement with the broader public included in-person focus groups, two public online surveys, and a virtual engagement session.

In-Person Focus Groups

Two in-person focus groups were facilitated the evening of July 13, 2021, at De Pere City Hall. A total of approximately fifteen (15) attendees were present at both meetings. The meeting included discussion, and attendees provided input on printed maps. Key findings included feedback about areas of underutilized parking supply; lack of knowledge and information about parking inventory, availability, and policy; need for uniform parking enforcement and management (e.g., with long-term parking management – parking passes currently exist for only the Nicolet Square lot); and the need to plan for future parking needs with all the current and planned downtown development. Figure 4.1 below depicts map input received.

Figure 4.1: Focus Group Map Feedback Received

Source: Walker Consultants, 2021

July – August 2021 Online Survey

Walker routinely utilizes public surveys to gauge opinion and garner input from the community relating to challenges and possible areas of improvement regarding the public parking system. Online surveys are an effective medium to hold this type of forum. The survey for this project was used to gather input and opinion from a cross section of the various groups who live, work, shop, dine, and visit downtown De Pere.

The online survey consisted of multiple choice and open-ended questions that sought input related to various aspects of public parking in downtown including availability, ease of use of the system, most common parking locations, downtown walkability, typical parking behaviors, and policies, among others. The city advertised the survey through City information/communication and media channels and the survey was open for six (6) weeks. In total, the survey was completed by 245 participants, who offered descriptive responses and priority rankings that helped produce key findings and recommendations when it comes to parking in downtown. Of the 245 unique respondents, 69% were residents, 17% employees, 8% business owners, 4% visitors, and 2% property owners.

Key Findings

The most popular West Downtown destinations were Luna Coffee, The Exchange Coffee, and Gallagher's Pizza, among others. Popular parking facilities used include Main Avenue and Reid Street, as well as the Nicolet Square Lot.

The most popular East Downtown destinations were Voyageur Park, Walgreens, the County Library, and The Lee Building. Popular parking facilities used include Voyageur Park, Library, the Lee Building, and on-street parking on George Street, Wisconsin Street, and Broadway.

Asked about top priorities when parking, "not having to pay for parking" was listed as the highest priority among the most respondents, while there was a three-way tie among "traveling safely from parking to my final destination," "feeling confident that there will be parking available, even it is not right next to my final destination," and "finding and available space that is close to my destination."

A total of 78% of respondents indicated that they "sometimes" or "usually" can find parking where they prefer to park. Just over half (52%) of respondents indicated that parking in De Pere is easier than parking in similar communities that respondents have visited.

Open-ended comments yielded valuable feedback. Several respondents indicated traffic on Main Avenue and Broadway making pedestrian safety and parking a challenge. Respondents indicated the need for better long-term parking options, particularly among employees. Several respondents indicated the need for better parking information, wayfinding, and signage, and the need for more parking supply in select locations, particularly West Downtown.

Additionally, respondents indicated the need to revisit overnight parking restrictions, assess the impact on parking needs of the Mulva Cultural Center, and the importance of development being accompanied by appropriate parking resources and De Pere maintaining its high quality, small-town vibe. Respondents indicated the desire to make Downtown De Pere more pedestrian and bicycle friendly.

September - October 2021 Survey

A second online survey was administered in September and October 2021 to assess respondents' opinions on potential long-term parking management strategies. A total of 35 separate individuals responded to the survey. Respondents were primarily business owners and residents of both East and West Downtown.

Key Findings

Fourteen (14) out of the twenty-four (24) individuals that answered the question would support the city implementing a parking pass program for long-term parkers across East and West Downtown; fourteen (14) out of twenty-four (24) indicating they would be interested in purchasing a long-term parking pass (no specific parking pass price details were given as these details will not be finalized until a later date).

Respondents indicated the need for better long-term parking management for business owners, residents, and employees, while also providing for the shorter-term parking needs of customers. Respondents indicated the need for different types of long-term parking passes, the need for convenient parking options for parkers, and potential reluctance among some residents and business owners/employees to pay for long-term parking passes (some questioned needing to pay for parking, although one business owner indicated they would purchase parking passes for their employees). Some respondents discussed the need for overnight parking, and potentially reserved parking for residents.

Finally, respondents expressed concern about growth and development in both West and East Downtowns, specific projects that have been built or in planning stages, and parking pressures increasing with new development, often when development brings extra density and demand, and is built on existing parking spaces. Respondents discussed the need for ongoing parking strategies to address parking pressures.

September 2021 Virtual Engagement Session

Walker conducted a virtual engagement session with members of the public. Fewer than ten (10) attendees were present. Walker provided an overview of the project process, and the findings, key conclusions, and identification of needs, issues, and opportunities related to various focus areas. Focus areas included communications, wayfinding, and marketing; personnel and organization; and policy, operations, and management. Engagement was conducted online using the collaborative platform, Mural.

Feedback included the need for better signage to help users, heavy traffic warranting reliable short-term parking options, the need for clearly designated employee parking, the need for slowing down traffic on Broadway, and the desire for better management of long and short-term parking, and more long-term parking spaces.

Engagement with City Staff and Community Stakeholders

Engagement with City staff and Definitely De Pere occurred at three primary points through the project process: a kick-off meeting in early June, staff interviews in early August, and a collaborative workshop at the end of August. The group engaged included the following core members:

- Daniel Lindstrom, Development Services Director, City of De Pere
- Eric Rakers, City Engineer, City of De Pere
- Larry Delo, City Administrator, City of De Pere
- Tony Fietzer, Street Superintendent, City of De Pere
- Jeremy Muraski, Captain of Field Services, City of De Pere
- Tina Quigley, Executive Director, Definitely De Pere

Input and feedback from the group was critical in guiding the identification of needs, issues, and opportunities outlined in Chapter 5, and in developing the recommendations included in Chapter 6. Feedback mirrored much of what the general public said: parking management is not uniform across the city, and a coherent plan is needed that embraces new technology and best practices to manage long and short-term parking. Parking supply, operations, and management is a "hodgepodge" of approaches that have been accumulated over the years. Current parking resources and enforcement is confusing, and education and communications need to be improved. More automated strategies are desired that embrace data and performance tracking and management. Access and parking can and should play a central role in contributing to the quality of life in De Pere, but consistent and coherent management is needed, especially as the city grows and new development occurs.

5 | Needs, Issues, and Opportunities

Introduction

Walker performed a variety of tasks throughout the course of this parking study to review, assess, and evaluate current parking conditions and operations. This included system review and observation, review of policy, field data collection, stakeholder interviews, survey, and peer review. A description of the process, results, and key takeaways for each of these elements is included in Chapters 3, 4, and 5 of this report.

The primary objective of these diagnostic activities is to identify the critical needs, issues, and opportunities that exist with access and parking in De Pere. These needs, issues, and opportunities answer the question "what are we solving for?" That is, what items need to be addressed with new strategies, projects, and initiatives, described in more detail in Chapter 7 Recommendations.

Identified needs, issues, and opportunities can be divided into one of three primary categories:

- Communications, wayfinding, and marketing
- Personnel, organization, and community engagement
- Policy, parking operations, and management

These categories are useful in grouping strategies and action items when thinking about implementation and are used throughout the remainder of this report.

Current parking wayfinding signage is small and difficult to read.

Source: Walker Consultants, 2021

Off-street parking signage is difficult to locate, and in some cases, difficult to understand. In this example, it is difficult to understand what spaces are long-term with the arrow on the sign.

Source: Walker Consultants, 2021

Communications, Wayfinding, and Marketing

This category involves a variety of topic areas, including:

- Providing information about access and parking to parking users to inform them before they make the trip to De Pere (information could include where parking is located, rules and regulations, who can park where, etc.)
- Providing information to drivers arriving to or circulating around Downtown De Pere to guide them to available parking supply
- Providing signage and information that designates parking facilities and specific parking restrictions within parking facilities (i.e., time limits, who is allowed to park where, etc.)
- Providing information on parking rules so parking users understand restrictions and can comply
- Communicating specific access and parking closures, and other changes

Primary needs, issues, and opportunities are described below.

Knowledge and Information

Observation and stakeholder engagement suggest that there is a fundamental need for greater information sharing about mobility and parking locations, options, regulations, and resources to visitors and parking users in De Pere. Parking users lack information before they make their trip and information in real-time while they search for and finalize their parking choices. The city has parking information on its website, but it is buried under several layers of pages. Stakeholder sessions indicate that parkers struggle accessing information on parking options. Physical maps are not evident downtown; nor is real-time parking availability information.

It is not clear in some cases that City of De Pere lots are open and available to the public; discussions with stakeholders indicates that many members of the public do not clearly know which parking facilities are public facilities, and that some public facilities even exist. The city should work to raise the profile and familiarity of parking in De Pere among the visitor, business, and resident community by leveraging all channels to ensure information is provided.

Engagement indicates that there is a lack of awareness that the 200 Main Avenue lot in West Downtown is a public parking facility.

Source: Walker Consultants, 2021

Comprehension and Compliance

In addition to a deficiency in knowledge and information among parking users, parking users struggle to understand where they are allowed to park and for how long, and what are the parking rules and regulations. Observations and engagement indicate confusion among users about parking options and rules, in both on-street and off-street parking areas.

Users are struggling to understand posted signage, the rules for who may park where, and the process or rationale behind parking enforcement actions. Engagement indicate that some feel parking enforcement is inconsistently applied and arbitrary. A pivot is needed. Emphasis should be placed on compliance rather than punitive measures. A need and opportunity exist to reconfigure parking management and communications to improve clarity and understanding of parking regulations and enhance parking compliance.

Leveraging Parking for Economic Development

In addition to increasing information sharing, improving comprehension, and driving compliance among parking users in De Pere, there is an opportunity to leverage parking as an economic development tool. Clear, well-managed parking promotes customer activity, parking turnover to support businesses, and enhances customer service and quality of life for residents, business owners, employees, and visitors. Parking is one of the primary first and last impressions that visitors have when coming to a place like De Pere. Well managed parking can attract and enable new development and new users. There is an opportunity for the city to: 1, improve the way parking is operated and managed to better support economic

retention, growth, access, and quality of life, and 2, work with partners to make access and parking a central part of The city's economic development initiatives and campaigns.

Parking Nomenclature

There are no clear names or ways of referencing public off-street parking facilities throughout downtown. In fact, engagement suggests that different personnel within city government refer to parking lots differently. There is a need for a consistent, recognizable parking facility nomenclature.

The sign plaque located below the 3-hour parking sign in the Nicolet Square lot is small and difficult to see. Additionally, the arrow is confusing.

Source: Walker Consultants, 2021

Messaging, Communications, and Branding

To provide enhanced knowledge and information about parking, drive comprehension and compliance, and central asset in promoting economic development, messaging, communications, education, and branding will be critical. Access and parking in De Pere should be promoted as part of a coordinated communications and marketing campaign with a recognizable brand. Such a campaign should promote consistent and comfortable brand recognition for parking users in all phases of the trip making and parking journey (i.e., before/trip planning, during, and after).

Wayfinding

The need for clear, prominent, consistent, and recognizable wayfinding is a critical component of any parking operator's messaging and communications and essential to the parking user's experience. Well-designed wayfinding improves customer service, and the efficiency of how existing parking resources are used. Confusing, inadequate, and absent wayfinding was noted throughout the existing conditions assessment phase as being a critical need and opportunity for the City of De Pere. Work should be integrated with De Pere's wayfinding plan adopted in 2021.

Personnel, Organization, and Community Engagement

This category involves the following topic areas:

- Engaging with stakeholders and the public on topics of access, mobility, and parking
- Ensuring internal processes, personnel, resources, and equipment are in place to properly manage on and off-street parking facilities, implement changes, and provide strategic direction, including collecting and monitoring key performance metrics
- Providing a high-level of customer service for all parking users

Primary needs, issues, and opportunities explored through this process are described below.

Inherent Foundation for Parking Management

There is an inherent foundation for robust and comprehensive parking management in De Pere. The city has good public infrastructure, unique and appealing destinations, attractive streetscapes, involved and engaged stakeholders, and a thriving business and development community. Additionally, staff are competent and dedicated, and there are existing channels that can be leveraged including an existing Parking and Traffic Committee, and the Definitely De Pere Economic Development Committee that has examined parking issues in the past (including a July 2021 report implemented, which noted the high importance of parking in economic development issues). Furthermore, the city has high-quality and detailed data on existing parking resources on which to build upon.

In many cases, public parking facilities are small, fragmented, and oftentimes, hidden from view, leading to challenges with wayfinding and parking efficiency. This is true of the 123 N. Broadway lot in East Downtown.

Source: Walker Consultants, 2021

Consolidated Parking Management and Strategic Leadership

To ensure coordinated parking management and implementation of new strategic initiatives, there is a need for ongoing strategic leadership and consolidated management on access, parking, and mobility parking planning and operations. Consolidated parking management would bring together parking enforcement, technology, customer service, day-to-day operations, and strategic initiatives under a single entity. Strategic leadership involves seeking and capitalizing on partnerships and opportunities, evaluating redevelopment opportunities, aligning internal resources, garnering support, communicating new initiatives, and ensuring successful implementation.

Enforcement and Staff Turnover

Discussion and evaluation indicate that there is confusion among enforcement staff with how and where to apply parking rules and regulations, and staff turnover contributes to issues of confusion and inconsistency.

Stakeholder Engagement

Observations and feedback indicate that there is a need and opportunity for enhanced engagement with the community and public on access, transportation, and parking topics. An opportunity exists for the city to partner with community and business organizations to establish trust and provide information on access and parking strategies, policies, and campaigns. This is particularly important with any new parking operations and management changes, marketing campaigns, or new strategies implemented. It is also important as new businesses come to town. Once engaged, businesses can relay information down to employees and customers. A feedback loop needs to be established between the city and its stakeholders. Stakeholder

engagement should make it clear to the business community and public that the City of De Pere is an ally when it comes to access and parking in the city.

Management Consistency

A common theme evident across parking operations and management in De Pere is the need for greater consistency: consistency across messaging, regulations, enforcement, and management practices. Engagement feedback indicated some felt enforcement was inconsistently and arbitrarily applied depending on the specific enforcement officer and location. Walker cannot confirm this to be true, but it is worth monitoring. Walker did note inconsistent signage indicating short and long-term parking, and the presence of a long-term parking pass program in the Nicollet Square lot in West Downtown that is not available in any other part of the city. To drive compliance and establish a level of trust and familiarity with the public, all aspects of parking management and operations should be consistent across all parts of the city.

Policy, Parking Operations, and Management

This category involves employing the right mix of proactive policy, program, and infrastructure strategies to drive the efficiency of the use of parking resources and balance the needs of short and long-term parking users. Primary needs, issues, and opportunities explored through this process are described below.

Current Parking Availability

According to data collected, excess parking supply exists in the current public parking system (supply beyond current peak parking needs) to accommodate changing conditions, parking losses, and future development. In addition to excess parking supply, there is an opportunity to employ strategies to improve the efficiency of parking's use. Public parking supply is evaluated relative to projected future developments, including the Mulva Cultural Center in East Downtown, in Chapter 6 of this report.

There may be an opportunity for additional short-term on-street loading/unloading spaces. Delivery vehicles should not be blocking drive lanes as is the case in this photo.

Source: Walker Consultants, 2021

Walkability and Walking Tolerance

Observation and indicate that walking can be uncomfortable in certain parts of East and West Downtown due to high traffic and sidewalk conditions. Additionally, study work indicates that those visiting and parking in De Pere have a low tolerance for walking from parking facilities to destinations. There needs to be a focus on creating a more inviting, welcoming, and comfortable walking environment and experience to ensure parking facilities are used efficiently.

Parking Fragmentation

A central problem of the current De Pere public parking system is the issue of the parking system being fragmented. The city lacks consolidated and central parking facilities. Instead, public parking is in small, disjointed, and fragmented lots, oftentimes hidden from view from the street and difficult to locate (e.g., public parking north of Main Avenue in West Downtown, behind the buildings that front Main Avenue).

Positive feedback was received on long-term parking passes and management in the Nicolet Square lot. There is a desire an opportunity for a consistent comprehensive citywide long-term parking management solution.

Source: Walker Consultants, 2021

Short-Term vs. Long-Term Parking Confusion and Tension

In addition to parking fragmentation, there is a consistent tension of long-term and short-term parking. Short-term and long-term parking are in most cases comingled in the same off-street parking facility, causing confusion among users and even among enforcement staff. Feedback among users indicates availability in some cases among one parking type within a single parking facility, while the other parking type is fully occupied. For example, several reports from businesses indicated employees being forced to park in short-term spaces in the parking lot south of the 300 block of Main Avenue because there is a limited amount of long-term parking. These employees must move their vehicles every 3 hours throughout the day to comply with posted time limits. Additionally, there are confusion and compliance issues regarding which parking is short and long-term in this area and who can park where.

Additionally, commercial vehicles were observed conducting loading/unloading activities in off-street lots, in some cases blocking travel lanes. There may be an opportunity for additional 20-minute loading/unloading on-street spaces.

Parking Supply

Consistent throughout the evaluation process was the discussion of a parking structure and whether the City of De Pere needs additional parking supply and/or parking structure in West or East Downtown. Further discussion of this is included in Chapter 6 and 7 of this report.

Information for Data-Driven Management

Data is a powerful tool in monitoring and tracking, performance management, and strategic decision-making. The City of De Pere lacks data and information that would assist with parking management and operations. Beyond a detailed parking inventory, the city does not have or collect regular parking occupancy data. Having such data, especially knowing the demand for long-term parking vs. short-term parking, would help the city be able to monitor and reallocate short-term and long-term parking supply as needed and as demand shifts. The city's system is antiquated and has only recently migrated to a computer-based parking pass. The system does not allow for tracking of who has passes or how many

active passes exist, nor does it allow for prohibiting the use or circulation of passes among those who are not active employees or business owners. Additionally, the city lacks the ability to track and reconcile/collect unpaid parking tickets, impacting overall revenue and enforcement processes.

Manual Enforcement Process

In addition to staff turnover and issues, the need for more consistent parking enforcement, and difficulties accessing necessary data, parking enforcement is hindered by its manual, labor-intensive processes of marking vehicles during parking sessions, going back to check these vehicles, issues tickets, and the like. Automated processes would greatly increase the speed and efficiency of enforcement operations.

Pivot to Customer Service and Compliance

Observations and evaluation indicate that there is a need and a desire to pivot away from punitive parking enforcement to focusing on compliance, with an emphasis on a high-level of customer service. Strategies to better manage the variety of parking users, strategies that improve signage, wayfinding, and clarify existing regulations will help to boost customer service and compliance. This type of approach will allow the city to spend more time and resources on promoting parking and leveraging it for economic development purposes than on parking enforcement, answering questions, and addressing complaints.

6 | Ongoing Development and Impacts on Parking Needs

NOTE: *This chapter contains analysis of the ShopKo redevelopment based on information in the summer and fall of 2021. An analysis of the parking needs associated with the ShopKo redevelopment updated in the summer of 2023 is available as Appendix C of this report.*

Exhibit A

Introduction

Walker was engaged by the city to project future parking needs for both east and west sides of downtown, utilizing various planning scenarios for future proposed developments. Proposed development information was provided to Walker by City staff and SmithGroup, in proposed development plans agreed to by the Client. **Walker understands that many of the proposed developments are highly conceptual in nature and could change in size and use. The parking needs projections herein are estimates based on the latest and most complete development proposal information as of October 2021. These estimates and this Chapter do not represent a full parking needs study for expected development; these are estimates based on the best information available currently and are presented for discussion and conceptual planning purposes only.** The city should require developers to perform formal parking needs studies to finalize specific parking needs at each site. Using these conceptual plans, Walker assessed the parking needs for both sides of downtown separately, utilizing the following planning scenarios:

East Downtown

1) Front Street Development, programing information from Cultural District Plan page 30

2) Mulva Cultural Center, programming information from development site plan (January 2021)

3) Shopko Site Development, programming information from project data room, future projections Excel file (October 2021)

West Downtown

All development information from preliminary SmithGroup Master Plan (October 2021, highly conceptual):

1) Project #1 and #2

2) Project #3 and #5

3) Project #4

Top: Conceptual rendering of the Mulva Cultural Center.

Bottom: The Cultural District Master Plan, which shapes much of the future vision of East Downtown.

Source: mulvaculturalcenter.com; SmithGroup

East Downtown Proposed Development Programs

The following figures provide the East Downtown proposed development programming information that was provided to Walker for the planning scenarios outlined above.

Figure 6.1: Front Street Development – Galleria (Cultural Plan Preferred) Scenario

Building Label	Land Use	GSF / Units	GLA Factor	GSF / GLA
A	Residential	39,200	-	39,200
A	Retail	9,800	85%	8,330
B	Residential	35,000	-	35,000
C	Retail	9,800	85%	8,330
D	Residential	24,000	-	24,000
D	Retail	12,000	85%	10,200
Total		**129,800**	-	**125,060**

Source: SmithGroup

Figure 6.2: Mulva Cultural Center

Land Use	GSF	GLA Factor	GLA
Museum / Cultural Center (front of house space)	38,448	85%	32,681

Source: SOM, 2021

Figure 6.3: Shopko Site Development

Site #	Land Use	GLA / Units
1	Retail	14,400
1	Commercial	16,000
1	Residential - Condo	31
2	Retail	14,400
2	Residential	47
3	Retail	10,800
3	Residential	47
4	Retail - Brew Pub	9,000
4	Residential	24
5	Residential	18
6	Residential	18
Assoc. Bank	Residential	24
Total		**64,809**

Source: City of De Pere (hypothetical development project presented by the city), 2021

West Downtown Proposed Development Programs

The following tables provide the West Downtown proposed development programming information that was provided to Walker for the planning scenarios previously outlined. More information on the proposed development is included in the figures below, and a map is included in Figure 6.8. Parking needs projections were not provided for Project #6 as the Client indicated this development is not likely to proceed.

Figure 6.4: Project #1 and #2 – Low Density Scenario plus Hotel

Land Use	GLA / Units
Mixed Use	44,250
Residential	29
Project #1 Sub-Total	**44,279**
Boutique Hotel	60
On-Site Restaurant	1,333
Project #2 Sub-Total	**1,393**

Source: SmithGroup, 2021

Figure 6.5: Project #3 and #5 – High Density Scenario

Land Use	GSF / Units	GLA Factor	GLA / Units
Mixed Use Commercial	16,000	85%	13,600
Residential	36	-	36
Project #3 Sub-Total	**16,036**	**-**	**13,636**
Mixed Use Space	22,500	85%	19,125
Project #5 Sub-Total	**22,500**	**-**	**19,125**

Source: SmithGroup, 2021

Figure 6.6: Project #4 – High Density Scenario

Land Use	GSF / Units	GLA Factor	GSF / GLA
Mixed Use Commercial	19,000	85%	16,150
Residential	12	-	-
Total	**19,012**	**-**	**16,150**

Source: SmithGroup, 2021

Further development project details are provided below, including a map in Figure 6.8.

Shared Parking Needs Analysis

Methodology

As one task of the Downtown Parking Study, the Client requested Walker prepare a Shared Parking needs analysis to ascertain the approximate number of parking spaces needed to effectively serve the various proposed developments during peak-hour demand conditions. Shared parking leverages the presence of complementary land uses on a site having different periods of peak parking demand, allowing for the sharing of parking spaces among uses in a mixed-use environment, in lieu of providing a minimum number of parking spaces for each individual use. For example, an office building can share parking with residential units because parking demand peaks in the day for the office workers and it peaks in the evening for the residents. This results in an opportunity to provide adequate parking without building more parking spaces than necessary for customers, employees, and residents. Shared parking commonly results in a reduction in the total need for parking spaces and in more efficient use of land dedicated to parking. Shared parking is a cost-effective approach to addressing parking shortfalls, while increasing the capacity of each parking space in the system. This opens more land for uses other than parking and reduces overall development costs, which can have the parallel effect of lowering rents.

Walker's Shared Parking Model is based on the Urban Land Institute (ULI) and International Council of Shopping Center's (ICSC) Shared Parking publication. Walker led a team of consultants in writing the updated Shared Parking Third Edition and it features the most up-to-date parking demand model. The model projects the parking needs of a various types of development from 6:00 a.m. to 12:00 midnight on a typical weekday and a weekend for every month of the year.

A shared parking analysis, in accordance with the 3rd Edition of the *Shared Parking* publication, is the generally accepted methodology for determining the appropriate parking supply for a mixed-use development. The ability to share parking spaces is the result of two conditions.

1. Variations in the accumulation of vehicles by hour, by day, or by season at the individual land uses. For example, office buildings have peak parking needs during the day on weekdays, restaurants have peak parking needs during the evening and weekends, and hotels and residential land uses have peak parking needs overnight.

2. Relationships among the land uses that result in visiting multiple land uses on the same auto trip. For example, a substantial percentage of patrons at one business (a restaurant for example) may be staying at the nearby hotel. This is referred to as the "effects of the captive market." These patrons are already parking and contribute only once to the number of peak hour parkers. In other words, the parking demand ratio for individual land uses should be factored downward in proportion to the captive market received from neighboring land uses.

To determine a recommended parking supply for the proposed developments, which is a mix of hotel, cultural center, office, retail, restaurant, and residential land uses, Walker utilized these shared parking methodologies. The resulting recommended supply for the proposed projects are based on the projected peak hour of design day parking demand. This does not represent the maximum ever generated by the development. In Walker's experience, designing a parking system for the absolute peak busiest day of the year leads to overbuilding of parking spaces. Similarly, one does not build for an average day and have insufficient supply for the peak (if not

multiple) hours on 50 percent of the days in a year. The peak in this analysis refers to the "design day" or "design hour," one that occurs frequently enough to justify providing spaces for that level of parking activity. The 85th percentile of peak-hour observations is generally recommended by Shared Parking, except for retail shopping, for which the 20th highest hour of the year is employed. **Figure 6.7** provides an illustrative view of the steps involved in the Shared Parking analysis.

Figure 6.7: Steps of a Shared Parking Analysis

Land Use Units (Number of rooms, square footage, etc.)	X	Standard or Base Parking Generation Ratio	X	Monthly Factor	X	Hourly Factor	X	Driving Ratio	X	Non-Captive Ratio	=	TOTAL

Source: SmithGroup, 2021

Development Program Assumptions

Walker has modeled the projected parking needs based on the following development planning scenarios:

East Downtown

1) Front Street Development
2) Mulva Cultural Center
3) Shopko Site Development

West Downtown

To capitalize on potential shared parking opportunities due to their proximity to each other, Walker combined Projects #1 and #2 and Projects #3 and #5. This allows for a reasonably short walking distance to potential proximate, shared parking supply for development patrons and employees alike:

4) Project #1 and #2
5) Project #3 and #5
6) Project #4

As most development plans are not finalized at this time, and in order to make best use of the Shared Parking model, Walker made the following land use assumptions. Any proposed new parking supply associated with each development is included in the assumptions as well, in blue.

For all proposed developments:

a) Converted retail and museum space to gross leasable area (GLA). This was achieved by reducing gross square footage (GFA) totals by 15 percent.

East Downtown

1) Front Street Development

    a. Building A retail square footage (sf) is 33% fast casual dining and 67% general retail.
    b. Building C retail sf is half fine dining for the anchor restaurant and half general retail.
    c. Building D retail sf is entirely general retail.
    d. Per the Cultural Plan, residential assumes 18 townhomes, with remaining 60 apartments split up by 20 studio and 40 one-bedroom units.
    e. 124 net new parking spaces are proposed as part of the development.

2) Mulva Cultural Center

    a. The adjacent St. Francis Xavier church should park itself at on-site surface lot and surrounding on-street spaces; church parking need shouldn't overlap with Mulva Cultural Center peak demand times.
    b. 122 net new spaces are proposed.

3) Shopko Site Development

    a. Site 1 retail sf is 33% fine dining and 67% general retail.
    b. Site 1 commercial sf is assumed to be office space.
    c. Site 2 retail sf is 33% fast casual dining and 67% general retail.
    d. Site 3 retail sf is entirely general retail.
    e. Site 4 retail sf is assumed to be entirely the brew pub, per project Excel file, and is modeled as fast casual dining.
    f. Residential assumes units are divided 25% studio, 50% one-bedroom, 25% two-bedroom.
    g. 286 net new spaces are proposed (possible range of approximately 270 to 360 spaces.

West Downtown

1) Project #1 and #2

    a. Project #1 mixed use sf is half general retail, 10 percent fast casual restaurant, and 40 percent office space.
    b. Residential units are one third studio and two thirds one-bedroom units.
    c. Hotel restaurant is assumed to draw some outside, non-hotel patrons.
    d. Mixed-use building proposed to replace bank building was not modeled due to lack program of information.
    e. 12 net new parking spaces are proposed as part of the developments.

2) Project #3 and #5

    a. Project #1 mixed use sf is half general retail, 10 percent fast casual restaurant, and 40 percent office space.

b. Residential units are 25 percent studio, 50 percent one-bedroom, 25 percent two-bedroom.
c. 124 net new spaces are proposed as part of the developments.

3) Project #4

a. Mixed use sf is half general retail and half office space.
b. Residential units are one third studio and two thirds one-bedroom units.
c. 37 net new spaces are proposed.

A map highlighting the conceptual development projects in West Downtown is presented below.

Figure 6.8: West Downtown – Hypothetical Development Project Locations

Source: SmithGroup, City of De Pere (hypothetical development projects presented by the city), 2021

Standard or Base Parking Generation Ratios

Simply put, the base parking demand ratios represent how many spaces should be supplied to each use if the spaces are unshared, and the subject development is in a suburban context where the driving ratio, or mode split, is at or near 100 percent. The following table documents the weekday and weekend base parking generation ratios employed in this analysis. Walker utilizes ULI's *Shared Parking* ratios that are informed by thousands of field parking occupancy studies performed by dozens of parking and transportation professionals over the past several decades. These ratios have been vetted by a team of consultants who specialize in parking demand analyses and who mutually agreed upon the use of these ratios prior to the publication of *Shared Parking*. **Figure 6.8** documents the base ratios utilized in this analysis.

Figure 6.9: Standard or Base Parking Generation Ratios

Land Use	Weekday			Weekend			Unit
	Visitor	Employee	Total	Visitor	Employee	Total	
Retail							
Retail (<400,000 sq feet)	2.90	0.70	3.60	3.20	0.80	4.00	ksf
Food and Beverage							
Fine Dining	13.25	2.25	15.50	15.25	2.50	17.75	ksf
Fast Casual Dining	12.40	2.00	14.40	12.70	2.00	14.70	ksf
Museum	4.00	0.40	4.40	4.50	0.50	5.00	ksf
Hotel and Residential							
Hotel	1.00	0.15	1.15	1.00	0.15	1.15	keys
Restaurant/Lounge	6.67	1.20	7.87	7.67	1.33	9.00	ksf
Residential							
Studio Efficiency	0.10	0.85	0.95	0.15	0.85	1.00	units
1 Bedroom	0.10	0.90	1.00	0.15	0.90	1.05	units
2 Bedrooms	0.10	1.65	1.75	0.15	1.65	1.80	units
3+ Bedrooms	0.10	2.50	2.60	0.15	2.50	2.65	units
Office							
Office	0.20	2.60	2.80	0.02	0.26	0.28	ksf

Note: ksf = 1,000 square feet

Source: Walker Consultants, 2021

Presence Factors

After the development's land uses have been quantified and base parking generation ratios have been applied to these land use quantities, adjustments are made to account for parking demand variability by hour of day and month of year. This is referred to as a "presence" adjustment. Presence is expressed as a percentage of peak potential demand modified for both time of day and month of the year. The fact that parking demand for each component may peak at different times generally means that fewer parking spaces are needed for the project than would be required if each component were a freestanding development.

Drive Ratio (Transportation Mode Split)

A drive ratio, or transportation mode split adjustment, is the percentage of patrons and employees that are projected to drive to the site in a personal vehicle, expressed as a ratio. This excludes all non-driving modes of transportation including ride-hailing (Uber/Lyft), taxi, shuttle bus, public transit, biking, e-scooters, and walking. Drive ratio adjustments were made to the base ratios based on commuter survey data provided by the United States Census Bureau's 2019 American Community Survey via the DATA USA online database. The results of the US Census survey for the Green Bay metropolitan area may be found in Figure 6.9. Please note, the City of De Pere's current drive ratio may be slightly higher than what is presented here as the city recently lost its local bus route and has limited multi-modal regional trails. The drive ratio was retained at 92.1% as this is based on the best data available.

Figure 6.10: Drive Ratio (Transportation Mode Split)

Green Bay, WI MSA		
Mode of Transportation	% of Total	Drive Ratio
Drove Alone	84.0%	92.1%
Carpooled	8.1%	
Work at Home	5.1%	7.9%
Walked	1.3%	
Public Transit	0.7%	
Other	0.8%	
Total	**100.0%**	**100.0%**

Source: US Census, 2019

According to 2019 US Census data, approximately 92 percent of Green Bay area resident's commute to work via private vehicle, either alone or as part of a carpool. Walker modeled the office commuter drive ratio at 92 percent and modeled the retail/dining/miscellaneous customer and service employee drive ratio at a slightly reduced 90 percent due to the potential increased use of bikes, Uber/Lyft, taxis, shuttles, and/or public transit. The resident vehicle ownership rate was modeled at 98 percent, which was provided within the same Green Bay MSA census documentation.

Non-Captive Adjustment

A Shared Parking analysis recognizes that people often visit two or more land uses housed within the same mixed-use development site, without increasing their on-site parking use. For example, an office worker who walks to a next-door restaurant for lunch but arrived at the site originally by car creates parking demand for one, not two parking spaces. A non-captive ratio allows for an adjustment to the shared parking analysis by considering the portion of on-site visitors who are already accounted for as office parkers and are therefore not creating additional parking demand. In this example the restaurant demand is captive to the office demand and therefore care must be taken in the analysis to avoid double counting. This double counting is avoided by applying what is referred to as a "non-captive ratio". Non-captive ratios can vary from one property to the next and from one land use to the next within the same property. The non-captive ratios included herein are intended to be reasonable and appropriate adjustments.

Future Downtown Parking Supply

As part of the future conditions analysis, Walker layered in the projected new development parking demand with the existing parking supply and demand in both east and West Downtown. The supply for any facility outside of the core downtown area, that would be outside a comfortable walking distance for patrons and employees of the various proposed developments, was excluded from this analysis. The accompanying existing demand from these facilities was excluded as well. Further, the supply of existing surface lots that are slated to be removed for new development was excluded from the analysis, however the existing demand was incorporated as these current parkers will need to park elsewhere in the system.

East Downtown

In East Downtown, the large surface lot at Voyageur Park was excluded from the analysis, as well as the smaller surface lots around it in the northwestern corner of the East Downtown study area. These lots are outside of a comfortable walking distance from the core development areas to the south and east. This includes a total supply of 344 spaces, and the existing demand of 145 vehicles, at the peak demand period. Further, Walker excluded the ramped surface lot (105 spaces) at the northwest corner of Main Avenue and Broadway, as the Front Street development is slated for this parcel. Walker did, however, include the peak existing demand (13 vehicles) for this lot, as it is likely these parkers will need to park elsewhere in the system when the lot is demolished. Additionally, police, city vehicle, and other reserved spaces and associated demand at the city Hall lot were removed from the analysis.

West Downtown

In West Downtown, Walker excluded the public surface lots west of the railroad tracks (De Pere Community Center, community pool, and the small gravel lot off 6th Street) as these lots are removed from the core, walkable downtown area and proposed new development sites. This sums to a total of 239 spaces and a demand of 43 parked vehicles. Further, Walker removed the supply (a total of 208 spaces) for the two lots that are potential development sites – the large private lot at the southeast corner of Main Avenue and 5th Street, and the Nicolet Square Lot. However, the peak existing demand from these lots (103 parked vehicles) was included in the analysis as these parkers will likely need to find a new location to park within West Downtown.

Effective Supply Factor

Before summing projected parking demand with existing demand and comparing to the future proposed parking supply, Walker applied an effective supply factor (ESF). The effective supply factor is utilized to allow for an operational cushion within the total amount of spaces. The effective supply allows instances where a portion of the supply may be offline for construction, routine maintenance, or mis-parked vehicles taking up more than one space. The effective supply is what is ultimately compared to parking demand to determine the parking adequacy (surplus/deficit) of the system. Effective supply adjustments vary based upon the amount, type, and user group of the subject parking facility, but typically represent 85% to 95% of the total capacity of the system. Walker applied an ESF of 93 percent for off-street spaces, and 95 percent for on-street spaces. The ESF was applied to both existing parking supply and proposed new parking supply.

Future Parking Needs Analysis Results

Walker compared the projected parking need for each proposed development with the proposed net new effective parking supply. Walker assumes each development will be fully completed as proposed in the October 2021 site plans and programming information. Additionally, Walker added the existing supply and demand conditions for on- and off-street parking, accounting for downtown walkability and the loss of supply due to new developments, as discussed earlier. Walker then summed the parking adequacy (or deficit) for each scenario as presented in the Figures 6.11 and 6.12 below.

Figure 6.11: East Downtown – Future Parking Needs Summary

East Downtown Development	Future Proposed Parking Supply	ESF Factor	Future Proposed Effective Supply	Projected Peak Parking Need	Parking Adequacy / (Deficit)
Front Street	124	93%	115	202	(87)
Mulva Cultural Center	122	93%	113	163	(50)
Shopko Site	286	93%	266	457	(191)
Existing Conditions - On-Street	243	95%	231	92	139
Existing Conditions - Off-Street	492	93%	467	206	262
Total	1,267	-	1,183	1,110	73

Source: Walker Consultants, 2021

Considering East Downtown in its entirety, Walker projects an overall parking surplus of approximately 73 spaces during peak parking demand conditions. While each individual development is projecting a parking deficit (ranging from 50 spaces for the Mulva Cultural Center to 191 spaces for the Shopko Site development), when using available parking supply in current on- and off-street spaces, a slight parking surplus is projected to occur. While each individual development may consider additional on-site parking to satisfy their own peak demand needs, East Downtown as a whole is projected to have sufficient supply to satisfy demand.

Note that while surpluses are anticipated, the Common Council, in concert with stakeholders, must evaluate the community's walking tolerance in accessing parking and balance this with other project opportunities and constraints.

Figure 6.12: West Downtown – Future Parking Needs Summary

West Downtown Development	Future Proposed Parking Supply	ESF Factor	Future Proposed Effective Supply	Projected Peak Parking Need	Parking Adequacy / (Deficit)
Project #1 & #2	0	93%	0	163	(163)
Project #3 & #5	124	93%	115	156	(41)
Project #4	37	93%	34	52	(18)
Existing Conditions - On-Street	235	95%	223	39	184
Existing Conditions - Off-Street	108	93%	100	186	(86)
Total	504	-	473	596	(123)

Source: Walker Consultants, 2021

When considering West Downtown in its entirety, Walker projects an overall parking deficit of approximately 123 spaces during peak parking demand conditions. Please note this would consider each development, plus the existing parking market, at typical peak (non-special event) demand conditions. Like East Downtown, each individual development is projecting a parking deficit (ranging from 18 spaces for Project #4 to 163 spaces for Projects #1 and #2). During typically busy peak demand conditions, with full build-out for each proposed

development, West Downtown will likely experience an effectively full parking condition, and/or a parking deficit. Parkers may be required to use outer lots in peripheral areas (i.e., the community center and pool lots) or park on-street in residential areas.

Important note: Developers should be required to perform formal parking studies for each proposed project once specific plans are finalized; studies should include developer plans for providing off-street parking and managing transportation and parking demand. Developer-provided studies should be required either as part of the zoning code or under TIF agreements when financial assistance is requested. Additionally, ongoing conditions need to be evaluated after new land uses (and associated parking supply are added), and after the city enacts changes recommended in this report.

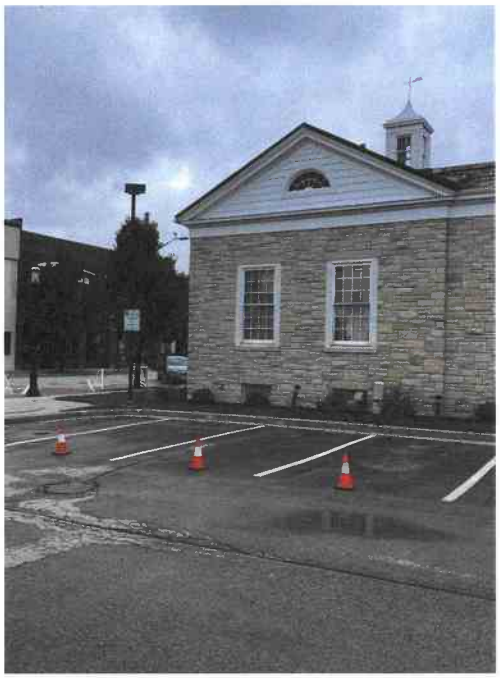
More information on parking modeling can be found in this report's appendix.

Recommendations on accommodating parking needs with expected future development are included in Chapter 7 below.

7 | Recommendations

Introduction

This Chapter provides detail parking operations and management recommendations, well as an implementation plan with relevant considerations. There are a wide variety of policy, program, and infrastructure strategies that municipalities and parking operators can employ. Care was taken to present customized strategies most relevant to the City of De Pere.



Strategic Recommendations

Recommendations provided herein are meant to address the specific needs, issues, and opportunities identified through the evaluation process. Recommendations are provided below according to the following categories:

- Policy, Parking Operations, and Management
- Communications, Wayfinding, and Marketing
- Personnel, Organization, and Community Engagement
- Accommodating Parking Needs with Expected Future Development

The implementation plan following the recommendations should serve as the city's workplan as it moves forward to enact changes to how it operates and manages parking following this parking study.

Policy, Parking Operations, and Management

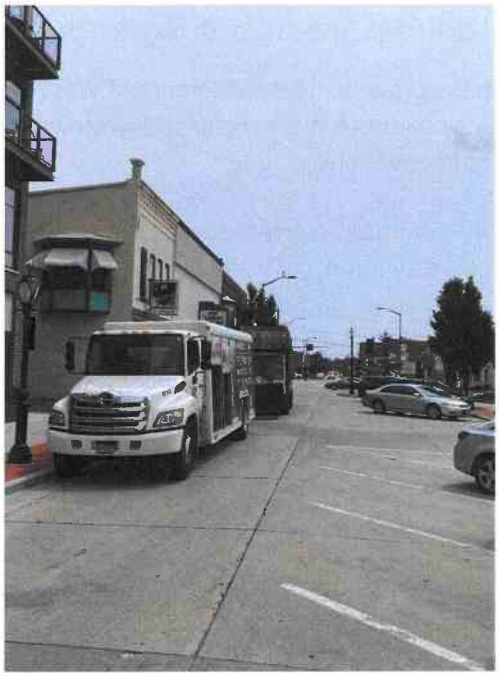
A fundamental shift in how the City of De Pere manages short and long-term parking is needed. Such a shift represents a significant departure from how things currently operate, and the most consequential changes recommended in this plan. These recommendations respond to needs and issues identified throughout the stakeholder engagement and existing conditions evaluation phases of this project.

The modified management approach will necessitate downstream strategies and modifications. It is for these reasons that this category of recommendations is presented first. Recommendations are provided below for on-street parking and off-street parking.

On-Street Parking Recommendations

Implement On-Street Short-Term Parking/Loading Zones

Two 20-minute parking spaces are located on Main Avenue near 4th Street in West Downtown. To facilitate short-term parking and the loading and unloading of passengers and goods across the city, a minimum of one (1) 20-minute should be located on each block face within the core commercial areas of West Downtown (i.e., Main Avenue and Read Street) and East Downtown (i.e., Broadway Street, Wisconsin Street, James Street, George Street). These spaces should be clearly marked and enforced, placed on each block face, located near corners to facilitate maneuvering, and should be placed on the far side of the intersection (after the intersection in the direction of travel).



Institute Revised On-Street Parking Time Limits in East and West Downtowns

Several on-street block faces in East and West Downtowns currently have open, unrestricted parking, including Main Avenue west of 4th Street in West Downtown. It is recommended that on-street parking time limits be recalibrated and set for the areas that encompass West and East Downtowns. All on-street block faces within the downtown area should be managed. The city should develop maps and communicate information to stakeholders and the public. Recommended on-street time limits within the defined boundary are as follows:

- 3-hour parking, enforced Monday – Saturday, 9 am – 6 pm
- 6-hour parking, enforced Monday – Saturday, 9 am – 6 pm

3-hour parking should be located near the core commercial areas, and 6-hour parking should be located further out. It is preferred that employees and others parked all day for work or other purposes should park in the long-term no time limit off-street parking facilities described below. Enforcement of on-street parking time limits should be performed with mobile license plate recognition (LPR) cameras. Recommended boundaries and block face time limits are included in 7.1 below.

Be Deliberate About Expanding Managed On-Street Parking Areas

With the growth and development of West and East Downtowns, the city should monitor on-street parking on streets near both West and East Downtown for spillover parking effects and the need for increased management. Recommendations include:

- Painting on-street spaces is not necessary. It limits on-street parking capacity (since some smaller vehicles may not occupy an entire painted on-street space) and necessitates ongoing maintenance. Drivers can assume that parking is permitted anywhere along an on-street block face unless signage otherwise indicates no parking is permitted.
- Time-limited parking should be considered for commercial and mixed-use areas in need of parking turnover to support adjacent land uses. Time limited areas need to be enforced consistently to be effective and achieve desired outcomes. Recommended on-street parking is included in Figure 7.1 below.
- Signage should be used to indicate parking management rules and restrictions.
- St. Norbert College students, faculty, or staff parking long-term along city streets is not a viable parking solution for these user groups. The city may need to expand on-street parking management in areas that are being impacted by St. Norbert College parking (e.g., in residential and/or commercial areas in need of on-street parking turnover). The city should work collaboratively with the College to ensure long-term parking needs of faculty, staff, and students are being accommodated appropriately.
- Predominantly residential streets that see occupancies of over 80% and/or observed or reported issues with long parked vehicle lengths of stay should be considered for implementation of residential parking pass programs. Under such a program, time limits would be in place during the day for all vehicles that do not have a valid residential parking pass. A limited number of passes would be sold to those with a residential address in the managed parking pass zone. The residential parking pass would allow residents to park beyond posted time limits during enforcement hours.

Monitor On-Street for Future Implementation of Paid Parking

Paid on-street parking is not recommended at this time. Paid parking is beneficial as a tool to manage on-street parking supply and encourage consistent parking turnover and the appropriate balance of parking demand

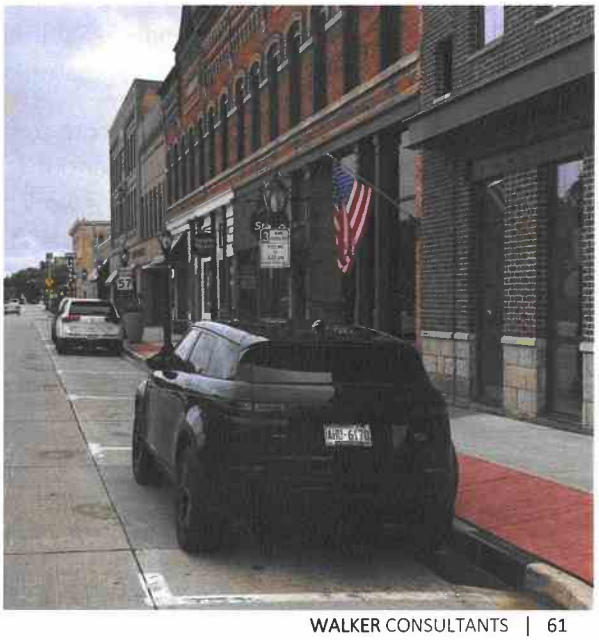
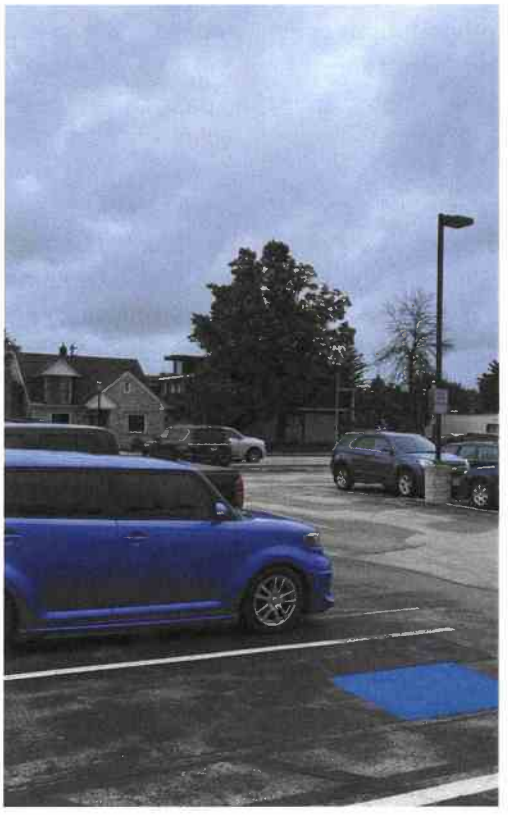


Exhibit A

throughout an area. The city should monitor reports about on-street parking pressures and collect parking occupancy data across all managed / time-restricted block faces at least four times per year (once per season). On-street parking should be considered if there are consistent length of stay violations and/or parking occupancies consistently exceed 80%.

Off-Street Parking Recommendations

Introduce a Parking Pass Program for Off-Street Long-Term Parking



The introduction of a revamped program for long-term parking passes and long-term parking management across all public off-street parking facilities is recommended. The following types of long term parking passes should be offered:

- **Resident, which includes overnight parking privileges:** These passes allow for 24/7 long-term parking privileges in all off-street parking facilities, with full exemption to all posted time limits. Resident passes should not grant reserved parking privileges. That is, resident passes do not guarantee residents access to a specific parking lot and/or a specific space. If the city desires, resident parking pass holders could also be issued small retroreflective bumper stickers for enforcement and city personnel to quickly identify their vehicles as being allowed to park overnight. Resident parking passes would allow for unlimited use on an ongoing basis as long as the resident maintains a valid, paid account.
- **Resident guest parking, which includes overnight parking privileges:** Residents should be allowed to request access to 24-hour guest parking passes. The parking passes provide exemption to posted time limits and allow for overnight parking.
- **Business/employee:** Businesses should be allowed to purchase up to five (5) parking passes for ongoing use by business owners and employees (the city may wish to increase the limit over time if supply and demand warrant). These parking passes provide exemption to posted time limits for employees and business operators who wish to park in 3-hour parking lots. These parking passes do not provide overnight parking privileges. Business operators and employees who do not wish to purchase a parking pass may park during the day with no time limits in long-term lots. Business/employee parking passes would allow for unlimited use on an ongoing basis as long as the business/employee maintains a valid, paid account.
- **Daily:** These parking passes allow for exemption to time limits in short-term parking lots for those parking on a specific day. Those coming for the day who wish to park for more than 3 hours without a pass may park in long-term off-street facilities or the 6-hour time limited on-street locations.

Facility-specific recommendations for implementing a revamped long-term parking pass program and managing short and long-term parking demand is included below. Also included below is cost and technology information related to parking pass management implementation.

Implement Modified Short and Long-Term Parking Management Approach

A new approach to managing short and long-term parking needs is recommended for implementation across all public off-street parking facilities in West and East Downtowns. This approach will be a departure from current conditions but is designed to address identified needs and issues and improve user satisfaction. The approach is meant to be simple and balance short and long-term parking needs. The city should implement a deliberate communications and marketing campaign in advance of program changes and in accordance with recommendations below. Clear signage should be in place before system implementation. The city should consider implementing the program first in one part of downtown (i.e., East or West) to ensure smooth operation before implementing citywide.

Two types of off-street parking facilities are recommended, described below. **Under this recommended approach, short-term parkers (parked under 3 hours) will experience no change in the current ways in which parking operates in these lots. The time limits and enforcement schedule will be the same as it currently is. The recommended changes give parking pass holders long-term parking privileges and simplify parking lot operations and enforcement by removing space-specific short and long-term space signage and competition for specific spaces in comingled lots.**

All current facilities are recommended for transitioning to the following:

Short-Term Parking, 3-Hour Time Limit, Or By Parking Pass

These parking lots are recommended to be indicated by green color coding and signage and are recommended in areas close to key destinations and nodes. Vehicles without parking passes may park in these lots for up to three hours. Those with a long-term parking pass (i.e., residents, business owners, employees, residential guests, or daily visitors) may park beyond the three-hour posted time limit in any of these marked facilities. Short-term and long-term parkers may park in any space within these facilities. Individual spaces will not be marked for short or long-term use, thus there is no competition for individual spaces within these facilities. Parking in these facilities will be first-come first-served. If parkers cannot find a space in a specific lot, they can simply find another short-term 3-hour marked lot and the same rules apply.

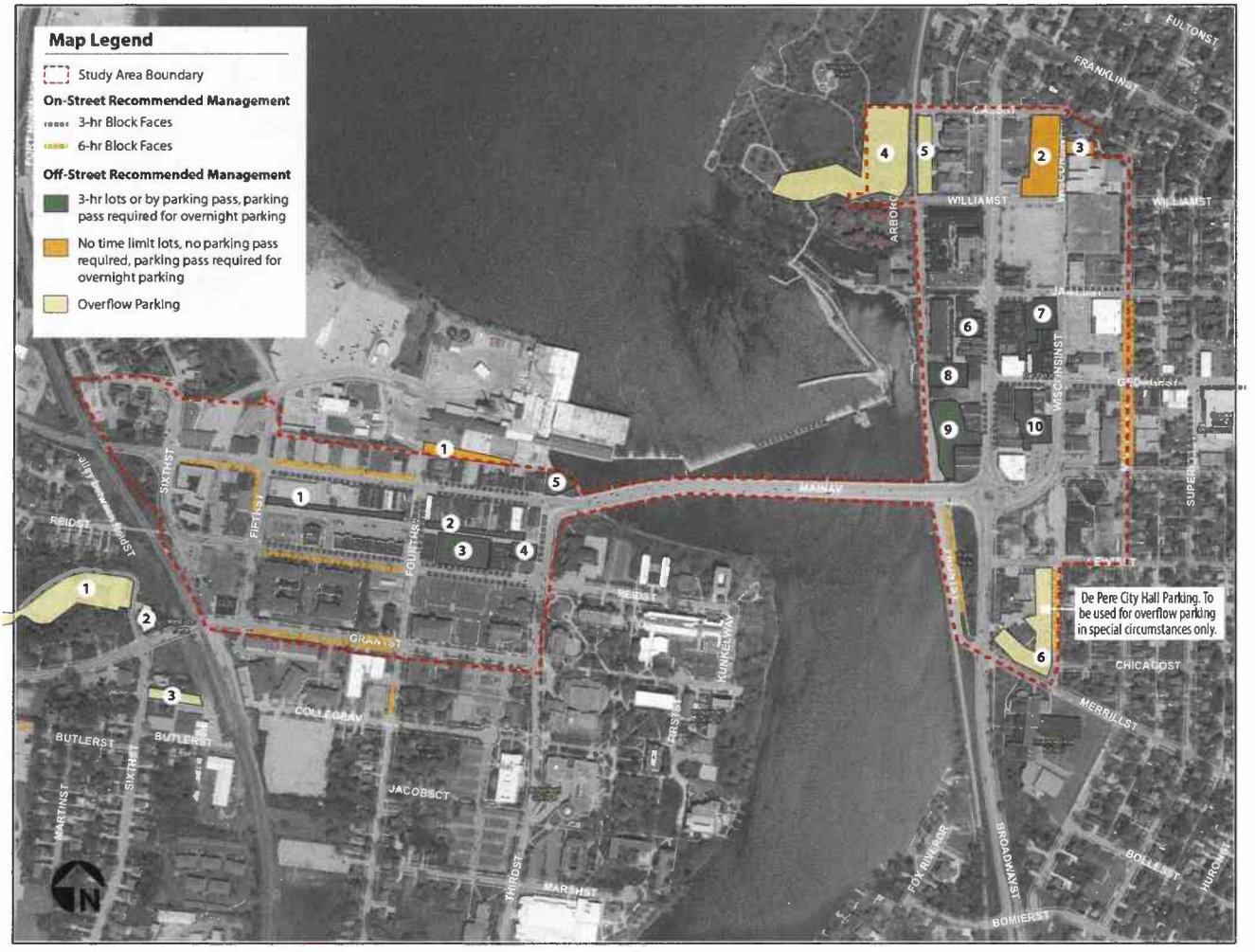
Lots should be marked with signs that read "3-Hour Parking Only, Except Vehicles with Valid Long-Term Parking Pass. Enforced Monday – Saturday 9:00 a.m. – 6:00 p.m." No overnight parking should be allowed in these lots other than by vehicles possessing a resident or resident guest parking pass which allows overnight parking.

Long-Term Parking, No Time Limit Parking Lots

These parking areas are recommended to be indicated by gold color coding and signage and are recommended for areas further from key destinations and nodes. Vehicles may park in these lots for as long as they wish, and no parking pass is required. However, no overnight parking (11:00 p.m. to 6:00 a.m.) should be allowed other than by vehicles possessing a resident or resident guest parking pass.

The recommended on and off-street parking management approach is depicted in Figure 7.1 below. Note that certain gold facilities that are further out are noted as "Overflow Parking," to be used as needed. Note that ADA parking spaces would not be impacted by posted time limits.

Figure 7.1: Recommended On and Off-Street Parking Management Approach



Source: Walker Consultants, 2022

Implement An Integrated Virtual Parking Pass and Mobile License Plate Based Enforcement System

An integrated virtual parking pass and license plate-based enforcement system is recommended to manage off-street parking and the new long-term parking pass system. The virtual parking pass system would provide for online customer application and registration for the various types of long-term parking passes. Payments and account administration would be handled by the platform for all long-term pass holders. The system uses parking pass holder license plates as the parking credential.

The system should provide backend program administration access, and access to ongoing data analytics, and should be fully integrated with a mobile LPR used for enforcement. The parking pass system should be set to require regular renewal of parking passes to avoid extraneous passes in the system from users that no longer need them. The virtual system should offer online user application features, billing, the ability to manage user accounts, vehicles, and plate numbers, and allow for auto-renewal.

In addition to a virtual parking pass system, the mobile license plate recognition is essential to operating the off-street management approach recommended herein. The license plate is the credential in this system. The city should purchase and deploy one mobile LPR unit (if current appropriate technology is not available) affixed to a city fleet vehicle. The easiest approach is for the city to procure a comprehensive and integrated LPR and virtual solution from a vendor at the same time.

Vehicles should make regular passes through all time-limited (3-hour and 6-hour) on-street and off-street parking facilities. Enforcement runs should ideally be made at intervals corresponding with just longer than posted parking time limits.

Enforcement times throughout the week should be varied so as not to create predictable patterns for parkers. Depending on conditions like user patterns, downtown events, and occupancy levels, there may be times where the city wishes to increase or decrease enforcement.

A virtual parking pass and license plate-based enforcement system is recommended to manage off-street parking facilities and the new long-term parking pass program.

Source: Walker Consultants, 2021

An illustration of how enforcement would work is as follows: During each enforcement run, the LPR would read each license plate and cross-check each with the virtual parking pass database to confirm if the vehicle is a parker possessing a valid parking pass, or a transient/hourly parker. If a license plate is identified as a transient/hourly parker, the first instance this license plate is read represents the effective start of that vehicle's transient/hourly parking session. If the next time the enforcement vehicle drives through the lots the same transient license plate is still parked, then the vehicle is identified as being in violation of the posted time limit and the LPR reads a "hit." A citation could then be issued.

Paper citation tickets can be written during enforcement. E-citations are also possible. Mobile LPR units can be used to enforce other surface lots and/or on-street parking as needed. As with any parking enforcement, the city will need to determine its goals around the rigor of parking enforcement and compliance relative to delivering a satisfactory level of parking availability and the desired level of customer service.

Discussions with one market vendor (T2 Systems) yields a total estimated year-one capital cost of $60,000 - $65,000, provided as a starting point for budgeting purposes. This parking pass and enforcement package would include the following:

- One (1) vehicle mounted LPR unit (assume reuse of an existing city fleet vehicle);
- Virtual parking pass system integrated with mobile LPR;
- One (1) handheld device for issuing ticket;
- One (1) backend city user administrative account for monitoring and performance management; and
- Customer-facing portal for parking pass requests and account management.

Under this approach, the city would retain physical ownership of equipment and would need to pay to replace equipment outside of the warranty period and at the end of useful lifespan. POF stations may be leased if desired. Ongoing costs include ongoing subscription and support fees for the comprehensive system at approximately $16,000 per year. **Please note that Walker is vendor neutral. The city should contact several vendors and obtain a variety of quotes to select one that best meets its needs. Note that the values presented are costs based on the information available at this time. All values are based on 2022 dollars and do not account for inflation. Final costs will be determined by desired specifications and a range of factors, including current market conditions. Final costs should be refined through formal specifications, and a formal Request For Proposals (RFP) and a procurement process.**

Calibrate Parking Pass Numbers and Parking Pass Rates for Effective Ongoing Parking Management

Beyond capital and ongoing costs for LPR and the virtual parking pass/enforcement platform, existing staff and resources can be reallocated to operate the recommended off-street parking approach. Analysis indicates that to recover costs of program administration (this includes LPR/virtual parking pass, and enforcement system ongoing costs, not the costs of labor or fleet vehicle fuel, for example), the city would need approximately $20,000 annually. It is difficult to ascertain at this time how many long-term resident, business/employee, and guest parking passes will be in demand in De Pere. The number may be in the 100 – 500 range initially and would be expected to change as the downtown grows and new residents, businesses, parking demand generators, and parking supply is added.

The number of active long-term passes relative to overall peak parking demand and the total number of off-street spaces should be continuously monitored to ensure enough parking is available for both short and long-term users. As an initial target, the number of active long-term parking passes should not exceed 25% of the total number of off-street public parking spaces available (25% of 1,506 off-street spaces = maximum of 376 active parking passes). The city should conduct regular occupancy counts of short and long-term parkers in all public parking facilities. Parking occupancies in off-street parking lots should not regularly exceed 85%. Exceeding this level, facilities are effectively full, and parking becomes exceedingly difficult to find for users, particularly for transient users. Additionally, the city should monitor lengths of stay in popular, close-in parking lots to ensure that these lots are not overly dominated by long-term parkers. If this is the case, certain select lots may need to be managed differently to ensure short-term parking is available.

The City of De Pere must navigate any negative feedback against instituted fees for long-term parking passes. The city should undertake a deliberate and comprehensive public communication and education process well before implementation. Implementation should be considered via phased approach. Such a campaign should focus on the benefits of an easier, more convenient, and more equitable parking system focused on compliance instead of punitive enforcement. Communication should stress that parking pass fees are used only for the express purpose of managing the new parking program for enhancement of convenience and access for long-term parkers. Parking passes are not required to park in the short-term, and short-term parkers will be able to park in any space in designated lots, instead of having to look for specific space signage as they must do now.

Since it will take the program some time to be implemented and the public to get accustomed to parking passes, the city may not be able to recover all year 1 and year 2 program expenses with parking pass sale revenue. Other funds may need to be allocated to make initial capital investments. An initial rate of $5 per month per business/employee parking pass and $15 per month per resident parking pass is recommended for consideration (Stevens Point charges $25/month for long-term parking passes). The city could elect to start rates at a lower level than this and increase gradually over time to mitigate the impact. Parking rates at any potential future parking structures in De Pere should be structured separately of the rates recommended herein for current surface parking facilities.

Resident parking passes are more expensive because they allow for overnight parking privileges. Resident guest and daily passes should be sold for $3 as a start. Selling 200 business/employee passes and 100 resident passes at the $5/month and $15/month rates, respectively, would yield $30,000 in annual revenue, compared to approximately $20,000 in annual ongoing costs.

Implement a Strategic Goal of Efficient Off-Street Parking Management

Note that in off-street parking facilities, industry standards indicate that at 85 – 90% occupancy, the parking facility is considered effectively fully. At these occupancy levels, available parking spaces are increasingly difficult to locate for users, particularly those who are unfamiliar with the area. Parking is expensive to build, maintain, operate, and manage. Increasing use efficiency of existing parking should always be the priority before building new parking assets. With effective communications, marketing, wayfinding signage, and operations and management, the City of De Pere can effectively manage its parking facilities at or even above these occupancy levels. This will ensure all parking facilities are being used as efficiently as possible.

Implement a Formal City-Led Shared Parking Program

Implement a district-level shared parking approach in downtown De Pere with the help of the maintenance of an information database that is regularly updated, containing information about the location of parking, and parking occupancy and rate information. The City of De Pere could serve as a parking "clearinghouse," connecting employers, landlords, developers, and others with parking resources. Moreover, the city should create and share a standard shared parking/joint use template for private parties to use and review with their own legal counsel in brokering agreements.

Consider a Parking Utility Fee Program to Fund Public Parking and Mobility Improvements

The city should consider implementing a parking utility fee program where downtown business owners would pay into a fund used to make streetscape, or parking and mobility improvements downtown. Deliberate communication and stakeholder engagement would be required for such a program to ensure businesses understand that these fees are used separately from the parking pass fees implemented to fund ongoing parking management and enforcement.

Implement Best Practices for Event Parking Management

De Pere hosts several events downtown, which include seasonal events such as the Farmer's Market, Trick or Treat Downtown and De Pere Holly Day. These increased levels of congestion not only affect traffic and parking operations but increase the conflicts between vehicles, pedestrians, bicycles, and transit providers. Strategies and recommendations for event parking best practices include:

Identifying and leveraging locations for off-site event parking such as Voyageur Park, the north parking lots near Shopko, and parking near the De Pere Community Center

- Leverage shared-parking agreements for peak parking needs during events
- Locate and establish flexible curb zones to handle event passenger pick-up and drop-off
- Develop a parking communication and event signage plan for special events.
- Add parking ambassadors during special events.
- Evaluate the potential to add bike parking in existing off-street public parking facilities and in one or more on-street spaces.

The city should develop a specific event parking management plan for downtown events to reduce congestion, avoid conflicts and efficiently move people and vehicles.

Strategically Add Electric Vehicle Chargers and Require Chargers for New Developments

There is a growing need for electric vehicle (EV) chargers with increased adoption of EVs, federal tax credits and incentives, and continued investment in the technology in the form of dedicated federal infrastructure funding. The city should consider installing Level 2 chargers (one in East Downtown, and one in West Downtown is recommended as a starting point) to serve existing need. There are a variety of approaches to paying for installation of the charging infrastructure and the power itself, depending on how much the city wants to spend and how much cost it wants to pass on to the customer; the city has control over the costs it incurs versus those customers would incur.

Some EV charging companies (e.g., ChargePoint) offer a "hardware-as-a-service" model where the charger is installed and maintained for an ongoing fee that the city would pay to the company. If costs are passed on to customers, those wishing to charge their vehicles would pay a charge fee via a mobile application. The actual cost of the power can be taken on by the city or passed on to the customer as part of the use/charge fee.

In addition to installing EV chargers in existing facilities, policy should be established to require EV chargers as part of new developments. Industry standards indicate that 2-4% of spaces in new parking garages should be EV chargers, or at least EV charger "ready" (with proper power and accommodations).

Consider the Adoption of a College Development Zoning District

The city should consider the establishment of a special zoning district around St. Norbert College that would set a specific form and function for the area for new development. The district would require that all new development proposed within the area prepare and provide a parking study to ensure parking needs are being met without causing widespread spillover impacts.

Communications, Wayfinding, and Marketing

All communications, wayfinding, and marketing recommendations should be coordinated and integrated with past wayfinding and signage planning the City of De Pere has completed.

Change Off-Street Parking Naming Structure

To facilitate messaging and communication, and to ease confusion and create an understanding among parkers, a new off-street parking nomenclature is recommended. This naming convention should be consistent with the off-street parking management recommendations provided herein. Walker recommends the establishment of green lots (short-term, parking pass required for long-term parking) and gold (long-term, no parking pass required) lots. Lots should be named Green Lot 1, Green Lot 2, Gold Lot 1, Gold Lot 2, etc. or something similar that is recognizable. Recommended lot names and designations are included in Figure 7.1.

Launch a Park De Pere Branding, Communications, and Marketing Campaign

This marketing initiative should focus on strategic communications and branding of parking in the downtown. This initiative will create a Park De Pere brand and logo to help educate visitors and residents on where they can park and provide information on all parking related services, including expanding the reach to digital platforms.

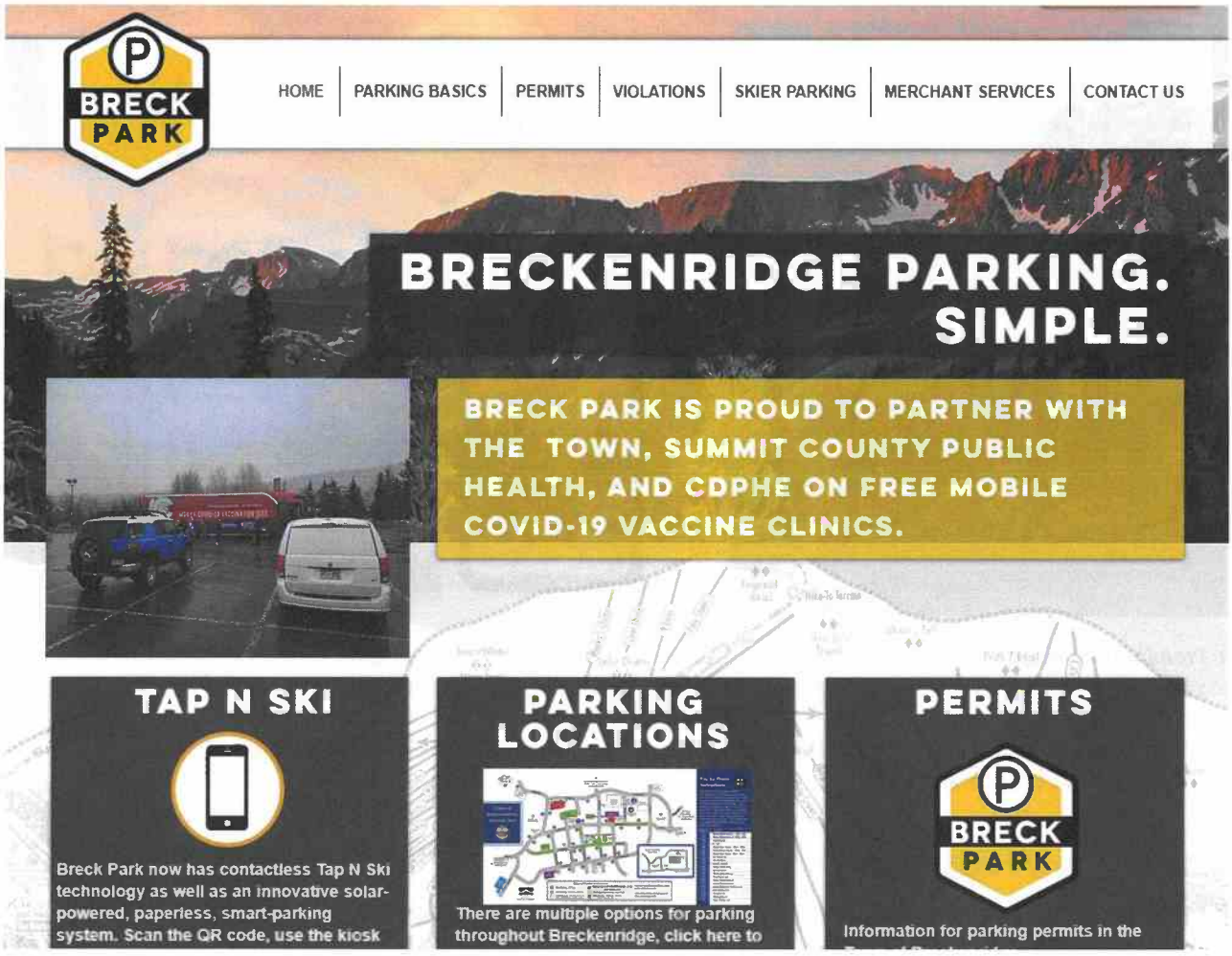
Left: Prominent, branded signage indicating parking facilities is recommended. Sign branding should correspond to branding all parking communications. Source: Platteville.org; Guidestudio.com

Right: An example of parking branding and leveraging parking as an economic development tool. Source: https://alliewaymarketing.com/

Update City Website with Clear Downtown Public Parking Information

In addition to consulting online sources for restaurant recommendations and points of interest, people visiting a city for the first time will also often look online for parking information. Providing easily accessible and clear parking information online can greatly reduce the stress experienced by first-time or infrequent visitors to a city.

Currently, information about public visitor parking in Downtown De Pere is not easy to find online, especially maps identifying parking locations. Parking maps are detailed, but difficult to identify available public parking clearly and quickly. The city should provide an updated parking map that clearly shows where public parking is available. Additionally, the city should work with stakeholders (e.g., Definitely De Pere) to build an upgraded website with parking information as part of a comprehensive De Pere parking brand, with a special focus on parking information for downtown visitors. The website could be linked on the city's homepage under a lead-in about finding out more information on how to access and park downtown.



Comprehensive branding around parking in De Pere, and a parking website, is recommended. All engagement should be consistent with the brand created. Source: BreckPark

Clear, color-coded parking maps should be developed and incorporated with the branding and communications campaign. Source: https://alliewaymarketing.com/

Update Signage at Key Locations to Include Parking-Related Information

Parking directional messaging should be installed on either existing or future directional signs located at key decision points within the downtown.

Install Updated Entry and Location Signage at all Publicly Accessible Parking Facilities

Consider placing parking branding signs at entries to all publicly accessible parking facilities. The signage should incorporate a facility name and other visual cues letting visitors and residents know that this facility is for public parking, like prominently displaying "public" or the universal "P" symbol.

An important component of the any parking system is the customer experience. The way in which parking facility locations, space availability, time restrictions, parking rates, and other aspects of the system are communicated to the public greatly influences customer experience. Parking information can be delivered through a variety of different ways, the most effective method involves a combination of a uniform wayfinding system and easy to locate online resources. A uniform parking wayfinding system clearly guides visitors and patients to all publicly available parking within an area. This not only improves the overall efficiency of the parking system but also reduces the time spent circulating for parking, which creates a safer environment for both drivers and

pedestrians. Additionally, providing easily accessible and clear parking information online can greatly reduce the stress experienced by first-time or infrequent visitors.

Key Concepts and Guidelines

The primary objective of wayfinding signage is to assist in the navigation of different users and provide a sense of shared identity through different environments. Walker has created the following key concepts and guidelines to be followed when designing and addressing any issues related to wayfinding and signage.

Most wayfinding signs can be grouped into one of four types: identification, directional, informational, and regulatory signs. When developing a wayfinding system, you'll need to understand the difference between each to help create an efficient sign system.

- **Identification Signs** – Let you know that "you are here" such as a gateway sign into a downtown
- **Directional Signs** – Tell you which way to go and are usually shown with arrows or distances/times
- **Informational Signs** – Provide you with additional information, such as a map with different destinations
- **Regulatory Signs** – Tell you different rules and regulations

All new signage should address the following design elements: colors, fonts, messaging, identity, placement, consistency, and continuity.

Identification

Directional

Informational

Regulatory

Personnel, Organization, and Community Engagement

Create a Single City Parking Entity and Consolidate All Parking and Mobility Services

Parking management is currently spread across several city units including Police, Public Works, and Development Services. Centralization of parking program operations, enforcement, and management is recommended under a single staff person, ideally a parking manager, under a distinct parking and transportation department. This person's primary responsibility should be to lead system management, budgeting, space and parking pass allocation/distribution, enforcement, communications, and customer service. The division would have authority and autonomy for strategic and daily parking system operations and management and would coordinate with other city entities. The division should be able to collect user fees (e.g., parking pass fees, fees-in-lieu of parking) but should be tied to the city general fund (rather than be a separate self-sustaining parking authority or enterprise). Continued support from the general fund is anticipated to be needed to cover parking division expenses as on-street parking is unpaid and ongoing revenues collected are anticipated to be relatively modest. The city should determine the extent to which full parking management cost recovery should occur (i.e., with revenue collected matching all expenses) versus support from the general fund.

Additionally, the parking division director/manager would be responsible for strategic planning and leadership. Strategic leadership should include implementing this parking study, seeking partnerships and opportunities, being involved in planning and economic development projects, identifying, and mobilizing internal resources and funding, guiding messaging, and establishing trust and communications.

Develop a Mission Statement that is Supported Across City Departments

Critically important is the creation of a parking mission statement, one that frames and objectives, and serves as a guidepost of ongoing work. Decisions, programs, and should be consistent with the mission statement, and the mission statement should be supported across all city agencies. This mission statement should be adopted at the outset of plan implementation and should be central to public relations and communications campaigns focused on the implementation of this strategic plan and implementation of programs and initiatives. The inclusion of objectives like managing parking efficiently to promote customer service, quality of life, and economic development is recommended in the mission statement.

Engage with St. Norbert College on Access and Parking

The city should engage regularly with St. Norbert College to understand parking needs and concerns, ensure college parking needs are being met on campus, identify partnerships where possible and necessary, and mitigate college parking impacts into adjacent areas.

Engage with Community Organizations on Branding and Communications

One prominent partnership opportunity is partnering with Definitely De Pere and other community and business organizations to promote parking in De Pere, communicate changes, and others market the revamped Park De Pere brand. These organizations have contacts lists and established trust with community and business leaders and should be leveraged.

Accommodating Parking Needs with Expected Future Development

The city should monitor new development and take an active role in ensuring access, parking, and mobility needs are met. The following recommendations are offered.

Require Parking Study with New Downtown Development

The city should require formal parking studies with all new downtown development as part of the formal city approval process and/or TIF assistance process. Studies should an identification of projected parking needs, and developer plans accommodating and managing transportation and parking demand.

Monitor Parking Demand to Continually Assess Parking Needs

On and off-street parking demands should be monitored on an ongoing basis. It is recommended that on and off-street inventory and occupancy data is collected annually, and strategies included in this parking study should be revisited. Data should be collected at typical peak demand periods, with St. Norbert College in session. On-street occupancies should not regularly exceed 80% and off-street occupancies should not regularly exceed 85-90%. After completion of the Mulva Cultural Center, monitor on and off-street occupancies and stakeholder feedback in East and West Downtown. Conditions should be monitored to evaluate the need for a future potential parking structure. Walker cannot recommend a parking structure at this time.

Seek Public-Private Partnerships to Strategically Add Parking Supply

With all downtown development, the city should seek public-private partnerships that could add off-street public parking supply, particularly covered parking in core areas, which provides a premium experience for parkers. Different leasing, tax exemption, and other incentives-based agreements may be possible to establish such a partnership, all of which should be explored through the development process.

There may be an opportunity for the city to take over the management of off-street parking facilities built with new development to unlock more parking for public access, and ensure these facilities are managed well and consistently with the rest of the public parking system.

Be Cognizant of Lost or Displaced Off-Street Parking

One of the primary challenges of new development is that it is typically built on off-street parking lots and displaces off-street parking supply. The city should carefully identify and document the number of off-street

parking spaces being lost or displaced with all new development, and typical current off-street parking demand conditions in those facilities. Chapter 6 of this report provides a foundation for this work. Any off-street parking lost (especially that which is not factored into the Chapter 6 analysis) will impact future parking supply and the ability to accommodate ongoing parking needs. In some cases, the city may want to ensure that displaced off-street parking is replaced on a one-to-one basis when new development is added.

Be Strategic About Off-Street Parking Minimum Requirements

The city should be strategic about waiving off-street parking minimum requirements and/or granting variances. Relaxing off-street parking minimums is an important tool in reducing development (and leasing/ownership) costs, encouraging development, and encouraging good, walkable, in-fill development. However, the city should ensure that new development does not have negative externalities (e.g., causing spillover parking demand on to resident streets) and/or bring increased parking demand that cannot be accommodated by the system. Developers and property owners should be required to have strong transportation demand management plans, and the city should consider requiring that parking costs are unbundled for leasing/ownership costs.

Ensure Continued Access for Long-Term and Short-Term/Transient Parkers

The city should require specific parking studies with all new development. Among other considerations, parking studies should project short and long-term parking needs. The city should work to ensure that long-term parking needs with new development are accommodated; new residents and business owners/employees should be given access to long-term parking passes under the city's new parking management program. Short-term parkers should be given proximate off-street parking resources and be encouraged/incentivized to use proximate on-street parking.

Unlock Front Street On-Street Parking

With East Downtown development, consider adding wayfinding signage from the Front Street perpendicular spaces up the hill towards the Mulva Cultural Center. Parking access should be preserved with future George Street Landing plaza design.

8 | Implementation Action Plan

Implementation Action Plan

The implementation action plan below in Figure 8.1 below includes all strategic recommendations presented herein. This implementation action plan should serve as the City of De Pere's parking workplan for the coming years, and a key discussion and coordination tool. Recommendations are organized based on Immediate (0-2 years), medium-term (2-3 years), and long-term (3+ years).

Figure 8.1: Implementation Action Plan

Number	Action Item	Recommendation Type	Relative Cost
Immediate Action Items (0-2 years)			
1	Create a Single City Parking Entity and Consolidate All Parking and Mobility Services	Personnel, Organization, and Community Engagement	$
2	Develop a Mission Statement that is Supported Across City Departments	Personnel, Organization, and Community Engagement	$
3	Implement Modified Short and Long-Term Parking Management Approach	Policy, Parking Operations, and Management	$
4	Introduce a Parking Pass Program for Off-Street Long-Term Parking	Policy, Parking Operations, and Management	$
5	Implement An Integrated Virtual Parking Pass and Mobile License Plate Based Enforcement System	Policy, Parking Operations, and Management	$$
6	Institute Revised On-Street Parking Time Limits in East and West Downtowns	Policy, Parking Operations, and Management	$
7	Implement a Strategic Goal of Efficient Off-Street Parking Management	Policy, Parking Operations, and Management	$
8	Change Off-Street Parking Naming Structure	Communications, Wayfinding, and Marketing	$$
9	Launch a Park De Pere Branding, Communications, and Marketing Campaign	Communications, Wayfinding, and Marketing	$$
10	Update City Website with Clear Downtown Public Parking Information	Communications, Wayfinding, and Marketing	$$
Medium-Term Action Items (Begin 2-3 years in, and ongoing)			
11	Calibrate Parking Pass Numbers and Parking Pass Rates for Effective Ongoing Parking Management	Policy, Parking Operations, and Management	$
12	Update Signage at Key Locations to Include Parking-Related Information	Communications, Wayfinding, and Marketing	$$$
13	Install Entry and Location Signage at all Publicly Accessible Parking Facilities	Communications, Wayfinding, and Marketing	$$$
14	Implement a Formal City-Led Shared Parking Program	Policy, Parking Operations, and Management	$
15	Consider a Parking Utility Fee Program to Fund Public Parking and Mobility Improvements	Policy, Parking Operations, and Management	$
16	Implement Best Practices for Event Parking Management	Policy, Parking Operations, and Management	$$
17	Engage with St. Norbert College on Access and Parking	Personnel, Organization, and Community Engagement	$
18	Consider the Adoption of a College Development Zoning District	Policy, Parking Operations, and Management	$
19	Strategically Add Electric Vehicle Chargers and Require Chargers for New Developments	Policy, Parking Operations, and Management	$$$
20	Implement On-Street Short-Term Parking/Loading Zones	Policy, Parking Operations, and Management	$$
21	Be Deliberate About Expanding Managed On-Street Parking Areas	Policy, Parking Operations, and Management	$
22	Monitor On-Street for Future Implementation of Paid Parking	Policy, Parking Operations, and Management	$

Long-Term Action Items (Begin 3+ years in, and ongoing)			
23	Engage with Community Organizations on Branding and Communications	Personnel, Organization, and Community Engagement	$
24	Require Parking Study with New Downtown Development	Accommodating Parking Needs with Expected Future Development	$
25	Monitor Parking Demand to Continually Assess Parking Needs	Accommodating Parking Needs with Expected Future Development	$
26	Seek Public-Private Partnerships to Strategically Add Parking Supply	Accommodating Parking Needs with Expected Future Development	$
27	Be Cognizant of Lost or Displaced Off-Street Parking	Accommodating Parking Needs with Expected Future Development	$
28	Be Strategic About Off-Street Parking Minimum Requirements	Accommodating Parking Needs with Expected Future Development	$
29	Ensure Continued Access for Long-Term and Short-Term/Transient Parkers	Accommodating Parking Needs with Expected Future Development	$
30	Unlock Front Street On-Street Parking	Accommodating Parking Needs with Expected Future Development	$$

Source: Walker Consultants, 2022

A | Appendix

Appendix A – East Downtown Shared Parking Results (2021 Version)

Appendix Figure 1: Front Street Development Shared Parking Results – Peak Projected Parking Need

Land Use	Project Data		Weekday					Weekday		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	Quantity	Unit						7 PM	December	
Retail										
Retail (<400,000 square feet)	19,946	sf GLA	2.90	90%	97%	2.54	ksf GLA	90%	100%	46
Employee			0.70	90%	98%	0.62		100%	100%	12
Food and Beverage										
Fine/Casual Dining	4,165	sf GLA	13.25	90%	96%	11.42	ksf GLA	100%	100%	48
Employee			2.25	90%	98%	1.99		100%	100%	9
Fast Casual/Fast Food	2,749	sf GLA	12.40	90%	57%	6.41	ksf GLA	80%	96%	14
Employee			2.00	90%	98%	1.77		90%	100%	5
Hotel and Residential										
Residential, Urban										
Studio Efficiency	20	units	0.85	98%	100%	0.83	unit	75%	100%	12
1 Bedroom	40	units	0.90	98%	100%	0.88	unit	75%	100%	26
2 Bedrooms	18	units	1.65	98%	100%	1.62	unit	75%	100%	22
Visitor	78	units	0.10	90%	100%	0.09	unit	100%	100%	7
								Customer/Visitor		**115**
								Employee/Resident		**87**
								Total		**202**

Source: Walker Consultants, 2021

Appendix Figure 2: Mulva Cultural Center Shared Parking Results – Peak Projected Parking Need

Land Use	Project Data		Weekend					Weekend		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	Quantity	Unit						2 PM	April	
Entertainment and Institutions										
Cultural Center	32,681	sf GLA	4.50	100%	100%	4.50	ksf GLA	100%	100%	148
Employee			0.50	90%	100%	0.45		100%	100%	15
								Customer		**148**
								Employee/Resident		**15**
								Total		**163**

Source: Walker Consultants, 2021

Appendix Figure 3: Shopko Site Shared Parking Results – Peak Projected Parking Need

Land Use	Project Data		Weekday					Weekday		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	Quantity	Unit						7 PM	December	
Retail										
Retail (<400,000 square feet)	30,096	sf GLA	2.90	90%	97%	2.52	ksf GLA	90%	100%	69
Employee			0.70	90%	98%	0.62		100%	100%	19
Food and Beverage										
Fine/Casual Dining	4,752	sf GLA	13.25	90%	90%	10.76	ksf GLA	100%	100%	51
Employee			2.25	90%	98%	1.98		100%	100%	10
Fast Casual/Fast Food	13,752	sf GLA	12.40	90%	81%	9.00	ksf GLA	80%	96%	95
Employee			2.00	90%	98%	1.76		90%	100%	22
Hotel and Residential										
Residential, Urban										
Studio Efficiency	52	units	0.85	98%	100%	0.83	unit	75%	100%	33
1 Bedroom	105	units	0.90	98%	100%	0.88	unit	75%	100%	70
2 Bedrooms	52	units	1.65	98%	100%	1.62	unit	75%	100%	64
Visitor	209	units	0.10	90%	100%	0.09	unit	100%	100%	19
Office										
Office	16,000	sf GFA	0.20	90%	100%	0.18	ksf GFA	2%	100%	-
Employee			2.60	92%	77%	1.84		15%	100%	4
								Customer/Visitor		**234**
								Employee/Resident		**222**
								Total		**457**

Source: Walker Consultants, 2021

Appendix B – West Downtown Shared Parking Results (2021 Version)

Appendix Figure 4: Project #1 & 2 Shared Parking Results – Peak Projected Parking Need

Land Use	Project Data		Weekday					Weekday		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	Quantity	Unit						7 PM	December	
Retail										
Retail (<400,000 square feet)	22,125	sf GLA	2.90	90%	98%	2.55	ksf GLA	90%	100%	51
Employee			0.70	90%	99%	0.62		100%	100%	14
Food and Beverage										
Fine/Casual Dining	4,425	sf GLA	13.25	90%	89%	10.63	ksf GLA	100%	100%	47
Employee			2.25	90%	99%	2.01		100%	100%	9
Hotel and Residential										
Hotel-Business		keys	1.00	59%	100%	0.59	key	75%	60%	-
Hotel-Leisure	60	keys	1.00	50%	100%	0.50	key	85%	50%	13
Hotel Employees	60	keys	0.15	90%	100%	0.14	key	20%	50%	1
Restaurant/Lounge	1,333	sf GLA	6.67	63%	90%	3.78	ksf GLA	60%	100%	3
Restaurant/Meeting Employees	1,333	sf GLA	1.20	90%	100%	1.08	ksf GLA	40%	100%	1
Residential, Urban										
Studio Efficiency	10	units	0.85	98%	100%	0.83	unit	75%	100%	7
1 Bedroom	19	units	0.90	98%	100%	0.88	unit	75%	100%	13
Visitor	29	units	0.10	90%	100%	0.09	unit	100%	100%	3
Office										
Office	4,425	sf GFA	0.20	90%	100%	0.18	ksf GFA	2%	100%	-
Employee			2.60	92%	85%	2.04		15%	100%	1
								Customer/Visitor		**117**
								Employee/Resident		**46**
								Total		**163**

Source: Walker Consultants, 2021

Appendix Figure 5: Project #3 & 5 Shared Parking Results – Peak Projected Parking Need

Land Use	Project Data		Weekday					Weekday		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	Quantity	Unit						2 PM	December	
Retail										
Retail (<400,000 square feet)	19,250	sf GLA	2.90	90%	99%	2.57	ksf GLA	100%	100%	50
Employee			0.70	90%	99%	0.63		100%	100%	13
Food and Beverage										
Fine/Casual Dining	3,850	sf GLA	13.25	90%	95%	11.36	ksf GLA	65%	100%	29
Employee			2.25	90%	99%	2.01		90%	100%	7
Hotel and Residential										
Residential, Urban										
Studio Efficiency	9	units	0.85	98%	100%	0.83	unit	50%	100%	4
1 Bedroom	18	units	0.90	98%	100%	0.88	unit	50%	100%	8
2 Bedrooms	9	units	1.65	98%	100%	1.62	unit	50%	100%	7
Visitor	36	units	0.10	90%	100%	0.09	unit	20%	100%	1
Office										
Office	15,400	sf GFA	0.20	90%	100%	0.18	ksf GFA	95%	100%	3
Employee			2.60	92%	96%	2.29		95%	100%	34
								Customer/Visitor		**83**
								Employee/Resident		**74**
								Total		**156**

Source: Walker Consultants, 2021

Appendix Figure 6: Project #4 Shared Parking Results – Peak Projected Parking Need

Land Use	Project Data		Weekday					Weekday		
			Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj	Peak Mo Adj	Estimated Parking Demand
	Quantity	Unit						2 PM	December	
Retail										
Retail (<400,000 square feet)	8,075	sf GLA	2.90	90%	99%	2.59	ksf GLA	100%	100%	21
Employee			0.70	90%	99%	0.62		100%	100%	5
Hotel and Residential										
Residential, Urban										
Studio Efficiency	4	units	0.85	98%	100%	0.83	unit	50%	100%	2
1 Bedroom	8	units	0.90	98%	100%	0.88	unit	50%	100%	4
Office										
Office	8,075	sf GFA	0.20	90%	100%	0.18	ksf GFA	95%	100%	2
Employee			2.60	92%	97%	2.31		95%	100%	18
								Customer/Visitor		**23**
								Employee/Resident		**29**
								Total		**52**

Source: Walker Consultants, 2021

WALKER CONSULTANTS

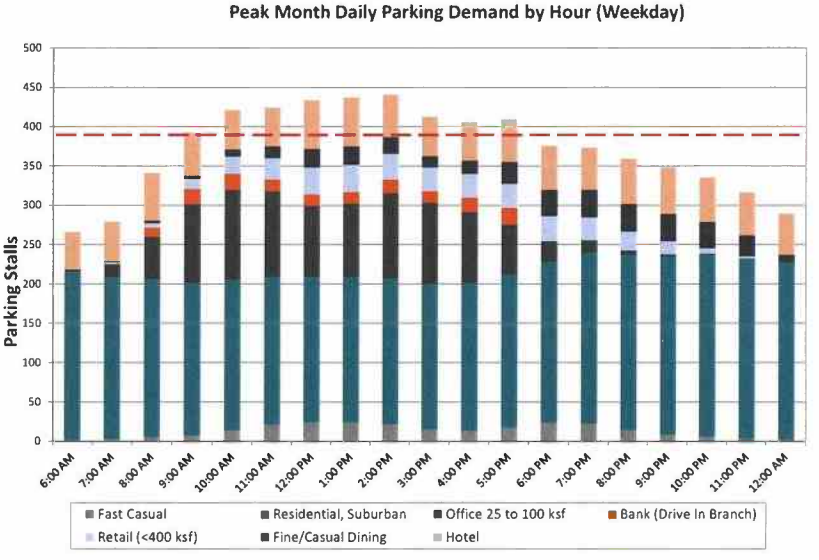
Memorandum
De Pere Shopko Site – Shared Parking Analysis
21-005049.20

Date:	September 4, 2023
To:	Mr. Dan Lindstrom
Company:	City of De Pere, Wisconsin
Address:	335 S. Broadway, De Pere, WI, 54115
Copy To:	Andrew Baglini, Kevin White
From:	Eric Haggett
Project Name:	Shopko Site Redevelopment – Shared Parking Analysis
Project Number:	21-005049.20

Executive Summary

Tadych Investment Partners ("Developer") has put forth a redevelopment proposal for the former Shopko site, it's associated surface parking lot, and the City of De Pere's ("City") parking lots immediately north of William Street, west of N. Wisconsin Street. The building program is expected to include a mix of residential, hotel, office, retail, and restaurant uses across eight buildings, totaling 79,400 SF of commercial space, an 80-key hotel, and 181 residential units. The development will be supported by approximately 158 dedicated residential parking spaces beneath several buildings, as well as a proposed 230-space aboveground parking structure to be owned and operated by the City. As part of its due diligence, the City engaged Walker to prepare a shared parking analysis to determine if the proposed public parking structure will be of sufficient size to satisfy the parking needs of the development, when considering the quantity of parking being provided by the Developer.

The figure at right shows the projected parking needs of the development, by hour, on a peak weekday compared with the proposed parking supply (dotted red line). Based on the proposed building program, peak parking need is projected to occur on a weekday in March around 2:00 PM, when approximately 443 spaces will be needed to accommodate the peak demand. As currently envisioned, the development is expected to include approximately 388 parking spaces in a mix of reserved residential parking under several buildings and an aboveground public parking structure.



Based on the demand expected to be generated by the proposed development at full build-out and the number of parking spaces to be provided, it is anticipated that there will be at least a 55-space deficit of parking at peak. This does not account for any current parking demand in the City's existing surface parking lots that will be displaced because of this development. Additionally, this projected deficit does not factor in any other future growth in parking demand in this area of downtown De Pere.

Exhibit A

Shared Parking Analysis

Methodology

For the analysis herein, Walker employed the use of a demand modeling technique, known as the shared parking methodology, to generate a recommended number of parking spaces for the proposed redevelopment of the former Shopko site and surrounding parcels. The shared parking methodology was developed in the 1980s and has been a widely accepted industry standard for rightsizing parking facilities over the past 30+ years. Adopted by cities throughout the U.S., and codified in zoning ordinances as an acceptable practice, shared parking is endorsed by the Urban Land Institute ("ULI"), the American Planning Association ("APA"), the National Parking Association ("NPA"), and the International Council of Shopping Centers ("ICSC"), as an acceptable method of parking planning and management.

Shared parking is defined as the ability to use the same parking resource by multiple nearby or adjacent land uses without encroachment. Shared parking allows for the sharing of parking spaces among uses in a mixed-use environment — in lieu of providing a minimum number of parking spaces for each individual use. Shared parking commonly results in a reduction of required parking spaces. This reduction, which is sometimes significant, depends on the quantities and mix of uses and local code requirements.

Shared parking considers the parking demand for more than 55 different land uses; the availability and use of alternative modes of transportation; captive market effects (to be explained later); and daily, hourly, and seasonal demand variations. In the case of the Shopko redevelopment, the shared parking analysis recognizes the interrelationship of parking among residents, office employees, hotel guests and employees, and restaurant and retail customers and employees.

A shared parking model generates 494 parking space need computations as follows:

- 19 hours during a day, beginning at 6 AM and concluding in the midnight hour
- 2 days per week, a weekday, and a weekend day
- 13 months of the year (including late December as an additional retail month)
- 19 x 2 x 13 = 494 different calculations

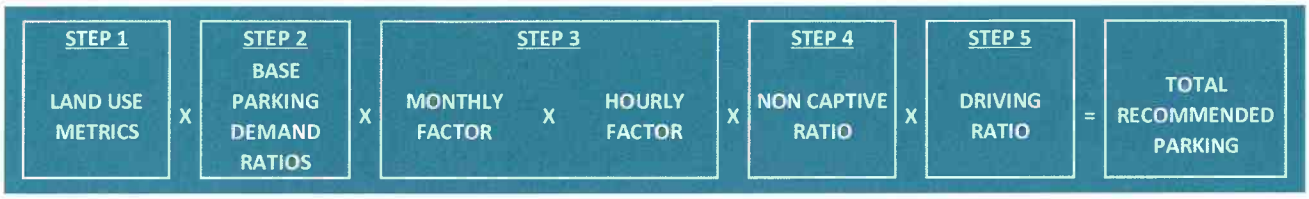
The recommended number of spaces (parking capacity) is derived based on the highest figure generated from these 494 computations. Therefore, the intent is to design for the busiest hour of the year, busiest day of the year, and busiest month of the year, at an 85th percentile level of activity relative to comparable properties.

A shared parking analysis begins first by taking the land use quantities of the project, e.g., number of residential units, and multiplying by a base parking demand ratio and monthly and hourly adjustment factors. All base ratios and hourly and monthly adjustments are industry standards that are based on thousands of parking occupancy studies, vetted by leading parking consultants and real estate professionals, and documented within the Third Edition of ULI/ICSC/NPA's *Shared Parking* publication.

Two additional adjustments are then applied to the base parking demand ratios: one to reflect an estimate of the local transportation modal split (called the driving ratio) and another to account for the best estimate of captive market effects (called the non-captive ratio). All adjustments are described in more detail in the sections to follow.

The following graphic provides an illustrative view of the steps involved in the shared parking analysis. The Shared Parking Analysis section of this report follows this graphic in consecutive order, moving from left to right, with each step identified in the section title.

Figure 1: Steps of Shared Parking Analysis



For most land uses, shared parking is based on the 85th percentile of peak-hour observations, a standard espoused by the Institute of Transportation Engineers ("ITE"), the NPA's Parking Consultants Council, and renowned parking planners. This 85th percentile is a significant and high threshold to meet in terms of supplying parking capacity in that it is provides a parking supply that will not be needed by a majority of developments. The 85th percentile recommendation is informed by field data counts in the fifth edition of ITE's *Parking Generation*[1] and this threshold represents the 85th percentile of peak-hour observations supplied during the study.

The key goal of a shared parking analysis is to find the balance between providing adequate parking to support a development from a commercial and operational standpoint, while minimizing the negative aspects of excessive land area or resources devoted to parking. The ultimate goal of a shared parking analysis is to find a typical peak period, or design day condition.

Allowing multiple land uses and entities to share parking spaces has allowed for and led to the creation of many popular real estate developments and districts, resulting in the combination of office, residential, retail, hotel, and entertainment districts that rely heavily on shared parking for economic viability. Traditional downtowns in large and small cities alike have depended on the practice in order to be compact, walkable, and economically viable. In the same way, mixed-use projects have also benefited from the shared-parking principle, which offers multiple benefits to a community, not the least of which is lesser environmental impact due to the reduction in required parking needed to serve commercial developments, as well as the ability to create a more desirable mix of uses at one location.

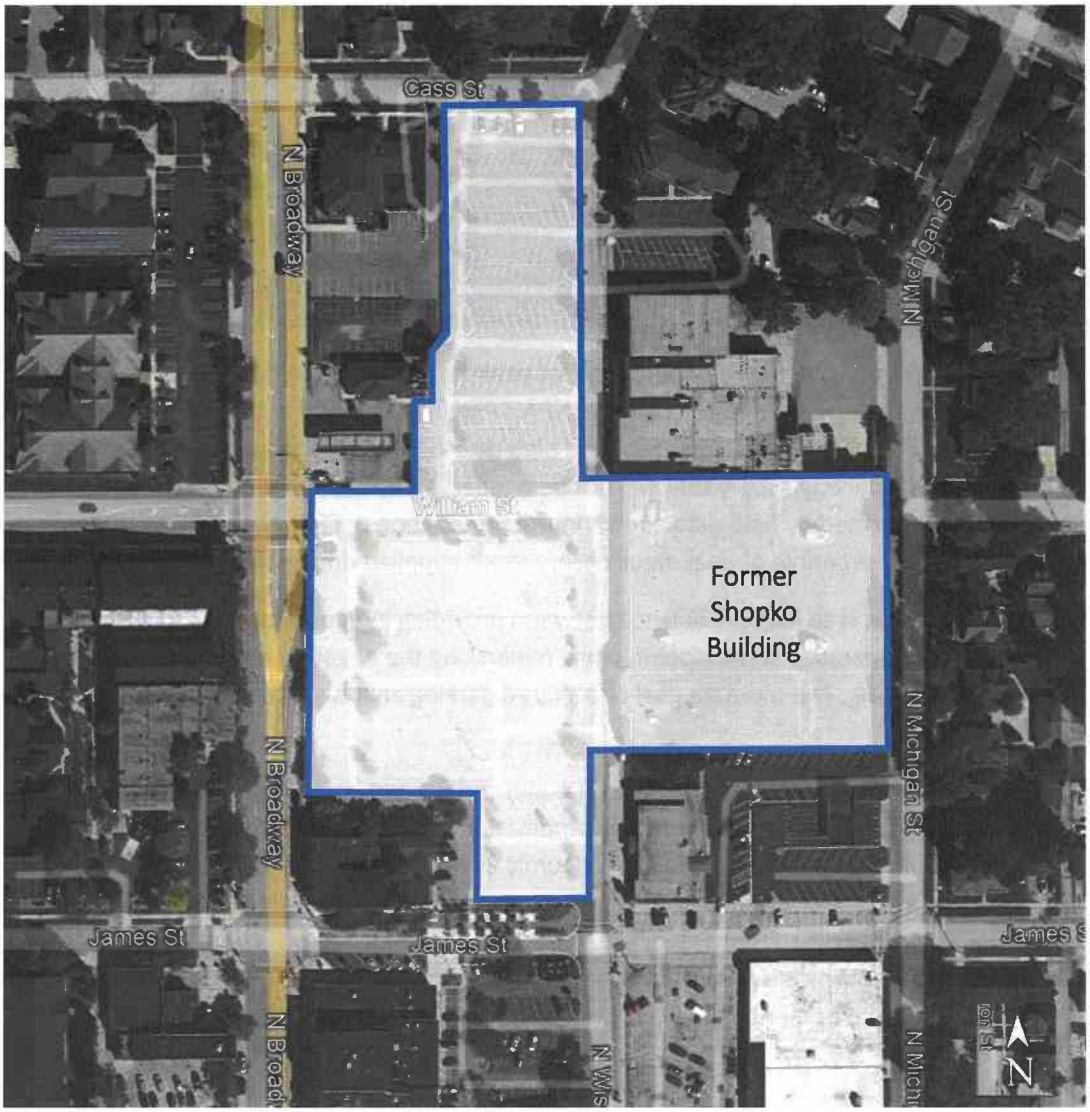
Analysis

Step 1: Gather and Review Project Data

Tadych Investment Partners has put forth a redevelopment proposal for the former Shopko site, it's associated surface parking lot, and the City of De Pere's parking lots immediately north of William Street, west of N. Wisconsin Street, containing approximately 152 public parking spaces. As identified by the shaded area in the below figure, the project site for the proposed development is generally bounded by Cass Street on the north, N. Broadway Street on the west, James Street on the south, and N. Michigan Street on the east. The figure calls out the location of the former Shopko building for reference.

[1]Parking Generation, Fifth Edition. Washington DC: Institute of Transportation Engineers, 2019.

Figure 2 Proposed Development Site



Source: Google Earth

Based on information provided by the City, as well as supplemental discussions with City staff, Walker understands that the proposed development is anticipated to include the following land uses in the noted buildings within the development:

Building A

- 9,000 SF of retail/commercial space; Walker assumed a 50/50 split between retail and restaurant uses
- 45 market-rate residential rental units (25 one-bedroom and 20 two-bedroom)
- Underground parking for residents; Walker assumed 1.25 spaces/unit or 56 total spaces

Building B

- 8,400 SF of retail space

- 8,400 SF of office space

Building C

- 16,000 SF of hotel/retail/restaurant space; Walker assumed 5,000 SF of hotel restaurant, 1,000 SF of hotel retail/gift shop, and 10,000 SF of hotel lobby/amenity space
- 80-key hotel

Building D

- 16,600 SF of retail/office space; Walker assumed 2,000 SF of retail and 14,600 SF of office
- 16 market-rate residential condominium units (all two-bedroom units)
- Underground parking for residents; Walker assumed 2.0 spaces/unit or 32 spaces

Building E

- Aboveground parking structure, paid for and owned by the City
- ~230-spaces

Building F

- 5,000 SF retail/commercial/bank space; Walker assumed 2,500 SF of retail and 2,500 SF of restaurant
- 60 market-rate residential rental units (13 studio, 27 one-bedroom, and 20 two-bedroom)
- 40-space underground parking structure for residents

Building I

- 16,000 SF retail/office/bank space; Walker assumed a 4,000 SF bank and 12,000 SF of office
- 30 market-rate residential rental units (19 studio, 5 one-bedroom, and 6 two-bedroom)

Building J

- 22 market-rate residential rental units (10 studio, 6 one-bedroom, and 6 two-bedroom)
- 15-space underground parking structure for residents

Building K

- 22 market-rate residential rental units (10 studio, 6 one-bedroom, and 6 two-bedroom)
- 15-space underground parking structure for residents

In total, the development is proposed to include 79,400 SF of retail/restaurant/office/other commercial space, an 80-key hotel, and 181 residential units. A total of 158 parking spaces dedicated to residents are proposed to be provided in small underground parking structures beneath buildings A, D, F, I, and J. Additionally, approximately 230 parking spaces are proposed to be constructed in the City-owned, aboveground parking structure identified as Building E.

The figure below shows the proposed layout and massing of the site (as viewed from the southwest). It should be noted that Buildings G and H in the rendering are shown for reference only; these buildings are not included in the proposed development and neither property is owned by the Developer.

Exhibit A

Figure 3 Proposed Site Plan Layout and Development Massing

Source: Tadych Investment Partners; Eppstein Uhen Architects

Step 2: Select Parking Ratios

The second step of a shared parking analysis is to determine the appropriate base parking ratio to use for each identified land use. Each land use has a specific metric considered by the parking industry to be a reliable measure of parking demand for that use. For commercial retail space, that metric is square footage (gross leasable area or GLA), for residential that metric is the number of dwelling units, etc. The parking demand is divided by the quantity for each metric to generate a base parking ratio for each land use (i.e., for retail the ratio is presented as "spaces per thousand square feet of gross leasable area," for residential the ratio is presented as "spaces per unit").

The base parking ratios represent how many spaces should be supplied to each land use if the spaces are unshared and the project is in a suburban context where the driving ratio is at or near 100 percent. The shared parking model contains base parking ratios that are typically utilized unless a project specific feature merits changing them. The table below shows the base ratios used in this analysis.

While many behaviors have reverted to pre-pandemic levels such as shopping, dining out, and leisure travel, remote work for those who work in offices has persisted and is varied from city-to-city and industry-to-industry. For the purposes of this analysis, Walker has assumed that the peak parking demand generated by office space in this development will mirror pre-pandemic peak demand generated by office space of similar size and type to that being proposed in this development.

Table 1 Base Parking Ratios

Land Use	Weekday			Weekend			Unit
	Visitor	Employee	Total	Visitor	Employee	Total	
Retail							
Retail (<400 ksf)	2.90	0.70	**3.60**	3.20	0.80	**4.00**	ksf
Food and Beverage							
Fine/Casual Dining	13.25	2.25	**15.50**	15.25	2.50	**17.75**	ksf
Fast Casual	12.40	2.00	**14.40**	12.70	2.00	**14.70**	ksf
Residential							
Hotel-Leisure	1.00	0.15	**1.15**	1.00	0.15	**1.15**	keys
Restaurant/Lounge	6.67	1.20	**7.87**	7.67	1.33	**9.00**	ksf
Residential, Suburban							
Studio Efficiency	0.10	0.85	**0.95**	0.15	0.85	**1.00**	units
1 Bedroom	0.10	0.90	**1.00**	0.15	0.90	**1.05**	units
2 Bedrooms	0.10	1.65	**1.75**	0.15	1.65	**1.80**	units
Office							
Office 25 to 100 ksf	0.29	3.45	**3.75**	0.03	0.35	**0.38**	ksf
Bank (Drive In Branch)	3.50	2.50	**6.00**	3.00	1.75	**4.75**	ksf

Source: *Walker Consultants*

Step 3: Select Presence Factors

After the project's land uses have been quantified and base parking ratios have been applied to these land use quantities, adjustments are made to account for parking demand variability by hour of day and month of year. These time-based adjustments are referred to as a "presence" adjustment.

Presence is expressed as a percentage of the peak hour demand on a design day for both time of day and month of the year. The fact that parking demand for each component may peak at different times generally means that fewer parking spaces are needed for the project than would be required if each component were a freestanding development.

Seasonality usually has varied effects on the parking generation at mixed-use sites because land uses and quantity mixes vary from one development to the next. Both restaurant and retail parking demand exhibit strong seasonal peaks at similar times, so many mixed-use developments with a strong retail component peak based on the combination of these two uses. An example of time of year adjustments includes the increased business of health clubs in January or greater movie attendance in the "thirteenth month," in the last week of December. Time of year adjustments are considered in the monthly factor category.

The parking demand for any given land use also varies throughout the day. The model evaluates parking demand for each land use from 6 AM to 12 midnight on weekdays and weekends for every month of the year. Restaurants, for example, typically show peaks around the lunch hour and a larger peak during the evening.

Step 4: Adjust Demand for Captive Factors

"Captive market" is borrowed from market researchers to describe people who are already present in the immediate vicinity at certain times of the day. In the shared parking analysis, the term "captive market" reflects the adjustment of parking needs and vehicular trip generation rates due to the interaction among uses in an area.

Walker, in designing a shared use analysis in accordance with industry best practices, uses the inverse, or non-captive ratio, which is the percentage of parkers who are not already counted as being parked for another land use.

Non-captive adjustments for any mixed-use development consider that some visitors to a specific land use may already be parked or have arrived at the site to visit multiple land uses, such as when a hotel guest visits a restaurant within the same development. This is referred to as the "effects of a captive market," as some of the restaurant's patrons are already parking at the site. Therefore, these patrons contribute only once to the number of peak hour spaces utilizing the development's parking supply. In other words, with shared parking, the parking demand ratio for individual land uses can be adjusted downward in proportion to the captive market support of the neighboring land uses.

Non-captive ratios can vary from one property to the next and from one function to the next within the same property. Typically, a reduction ranging from 10 to 90 percent has been used by parking and transportation professionals to fine-tune the parking requirements for mixed-use projects with primary attractors and secondary attractors. The non-captive ratios presented in the table below reflect Walker's assumptions of reasonable and appropriate adjustments for the proposed development.

Captive market adjustments for most land uses in the analysis have been taken based on the non-captive subroutine in the shared parking model. The non-captive subroutine uses data gathered by Walker and other ULI members regarding the interaction between various land uses.

Table 2: Captive Ratio Adjustments

Land Use	Captive Ratio Adjustments			
	Weekday		Weekend	
	Daytime	Evening	Daytime	Evening
Retail				
Retail (<400 ksf)	96%	95%	97%	95%
Employee	99%	97%	98%	97%
Food and Beverage				
Fine/Casual Dining	66%	78%	65%	81%
Employee	99%	97%	98%	97%
Fast Casual	58%	69%	72%	71%
Employee	99%	97%	98%	97%
Residential				
Hotel-Leisure	100%	100%	100%	100%
Hotel Employees	99%	97%	98%	97%
Restaurant/Lounge	90%	90%	30%	30%
Restaurant/Meeting Employees	99%	97%	98%	97%
Residential, Suburban				
Studio Efficiency	100%	100%	100%	100%
1 Bedroom	100%	100%	100%	100%
2 Bedrooms	100%	100%	100%	100%
Reserved	100%	100%	100%	100%
Visitor	100%	100%	100%	100%
Office				
Office 25 to 100 ksf	100%	100%	100%	100%
Reserved	100%	100%	100%	100%
Employee	97%	97%	97%	97%
Bank (Drive In Branch)	92%	100%	100%	100%
Employee	97%	97%	97%	97%

Source: *Walker Consultants*

Step 5: Modal Split (Drive Ratio) Adjustment

The drive ratio represents a reduction in anticipated spaces needed to account for employees, guests, and visitors arriving to the site by means other than a single-occupant, motorized vehicle. These other means include mass transit, carpooling/vanpooling, taxi, or ride hailing services e.g., Uber/Lyft, drop offs, bicycling, or walking from locations outside of the development site. Walker typically utilizes market and site-specific data sources to generate assumptions for a drive ratio reduction. Market data is available from the U.S. Census American Community Survey. Site specific analysis is also needed to confirm that transit is available (or not), and that other means (bicycle and walking) are also feasible. Employee driving adjustments were made based on commute to work data from the American Community Survey.

In De Pere, approximately 89 percent of employees drive or ride to work in a personal vehicle, so this factor was used for office employees in the development. A slightly lower 85 percent drive factor was used for service employees, to account for slightly lower use of personal vehicles by these workers.

For retail and dining customers, Walker assumed a 95 percent drive ratio to account for the fact that a small percentage of these users will walk from another location within downtown, bike from another location within

the Greater Green Bay area, or use a rideshare to arrive at the site, particularly for evening visits to dining destinations.

Vehicle ownership among residents is 99 percent in De Pere, so this factor was used as the residential drive ratio.

The below table summarizes the drive ratio adjustments used in this analysis.

Table 3: Drive Ratio Adjustments

	Weekday		Weekend	
	Daytime	Evening	Daytime	Evening
Residents (vehicle ownership)	99%	99%	99%	99%
Service (Non-office) Employees	85%	85%	85%	85%
Office Employees	89%	89%	89%	89%
Retail/Dining & Misc Customers	95%	95%	95%	95%

Source: Walker Consultants, 2022

Step 6: Calculate Recommended Parking Capacity

As mentioned previously, the shared parking model calculates the parking demand 19 hours a day for weekdays and weekends for each of 12 months, plus a special period between Christmas and New Year's Day. In the latter period, office and other professional employment parking is reduced, while retail/dining/entertainment uses are high.

The table below shows the peak parking needs of the proposed development for both a weekday and a weekend day. Peak demand conditions are projected to occur on a weekday in March around 2:00 PM when approximately 443 spaces are expected to be needed to accommodate the parking demand generated by the proposed development. For the weekend peak period, demand drops to approximately 381 spaces and shifts to 7:00 PM in December, reflecting the absence of office demand and higher residential, restaurant, and hotel parking demand.

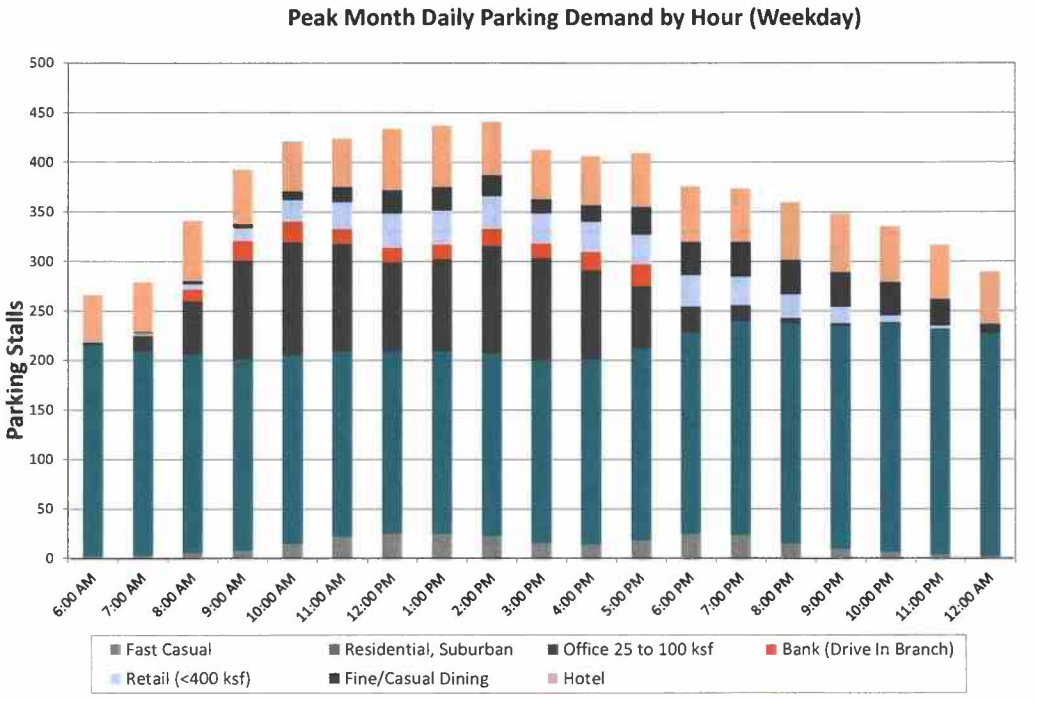
Table 4: Projected Peak Parking Needs Summary

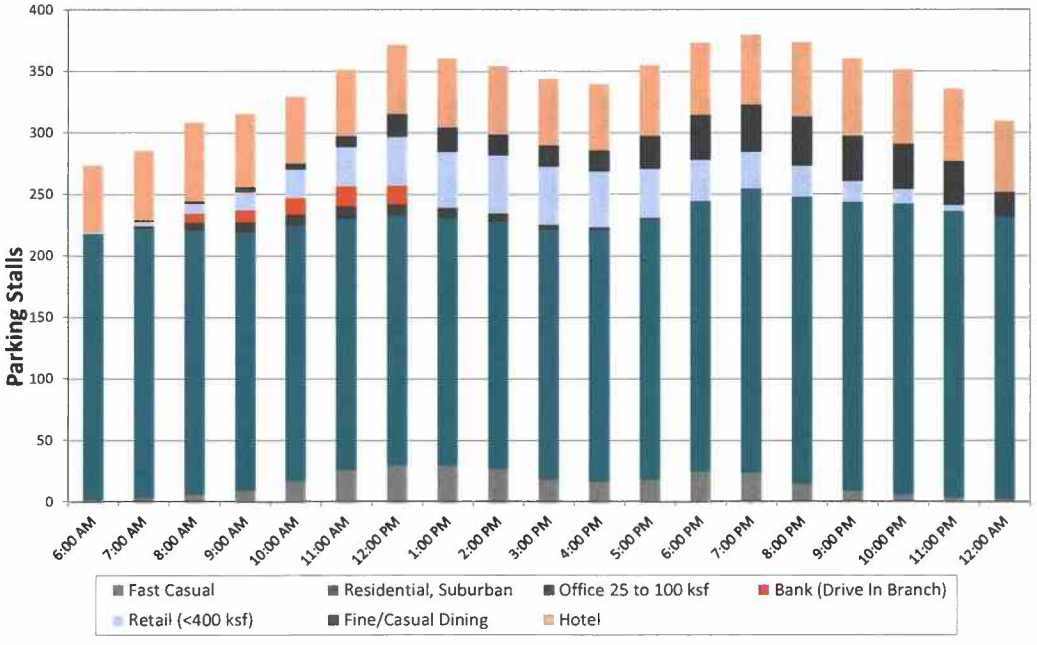
Land Use	Project Data		Weekday					Weekend					Weekday			Weekend		
	Quantity	Unit	Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hour Adj 2 PM	Peak Month Adj March	Estimated Parking Demand	Peak Hour Adj 7 PM	Peak Month Adj Late December	Estimated Parking Demand
Retail																		
Retail (<400 ksf)	14,790	sf GLA	2.90	95%	96%	2.63	ksf GLA	3.20	95%	95%	2.88	ksf GLA	95%	70%	26	70%	85%	22
Employee			0.70	85%	99%	0.59		0.80	85%	97%	0.66		100%	79%	7	80%	95%	8
Food and Beverage																		
Fine/Casual Dining	2,975	sf GLA	13.25	95%	66%	8.25	ksf GLA	15.25	95%	81%	11.66	ksf GLA	65%	98%	16	95%	95%	32
Employee			2.25	85%	99%	1.89		2.50	85%	97%	2.07		90%	100%	5	100%	100%	7
Fast Casual	2,975	sf GLA	12.40	95%	58%	6.77	ksf GLA	12.70	95%	71%	8.51	ksf GLA	90%	97%	18	80%	95%	19
Employee			2.00	85%	99%	1.68		2.00	85%	97%	1.65		95%	100%	5	90%	100%	4
Residential																		
Hotel-Leisure	80	keys	1.00	59%	100%	0.59	key	1.00	69%	100%	0.69	key	70%	100%	33	85%	100%	47
Hotel Employees	80	keys	0.15	85%	99%	0.13	key	0.15	85%	97%	0.12	key	100%	100%	10	20%	100%	2
Restaurant/Lounge	4,250	sf GLA	6.67	63%	90%	3.78	ksf GLA	7.67	54%	30%	1.24	ksf GLA	33%	95%	5	60%	95%	3
Restaurant/Meeting Employees	4,250	sf GLA	1.20	85%	99%	1.01	ksf GLA	1.33	85%	97%	1.10	ksf GLA	100%	100%	5	100%	100%	5
Residential, Suburban																0%		
Studio Efficiency	51	units	0.23	99%	100%	0.23	unit	0.23	99%	100%	0.23	unit	40%	100%	5	80%	100%	10
1 Bedroom	57	units	0.24	99%	100%	0.24	unit	0.24	99%	100%	0.24	unit	40%	100%	6	80%	100%	11
2 Bedrooms	73	units	0.45	99%	100%	0.44	unit	0.45	99%	100%	0.44	unit	40%	100%	13	80%	100%	26
Reserved	73%	res spaces	0.87	100%	100%	0.87	unit	0.87	100%	100%	0.87	unit	100%	100%	158	100%	100%	158
Visitor	181	units	0.10	95%	100%	0.10	unit	0.15	95%	100%	0.14	unit	20%	100%	4	100%	100%	27
Office																		
Office 25 to 100 ksf	35,000	sf GFA	0.29	95%	100%	0.28	ksf GFA	0.03	95%	100%	0.03	ksf GFA	95%	100%	10	0%	80%	-
Reserved		emp	0.00	89%	100%	0.00		0.00	89%	100%	0.00		100%	100%	-	100%	100%	-
Employee			3.45	89%	97%	2.96		0.35	89%	97%	0.30		95%	100%	99	0%	80%	-
Bank (Drive In Branch)	4,000	sf GFA	3.50	95%	92%	3.04	ksf GFA	3.00	95%	100%	2.85	ksf GFA	70%	100%	9	0%	100%	-
Employee			2.50	89%	97%	2.14		1.75	89%	97%	1.50		100%	100%	9	0%	80%	-
													Customer/Visitor		121	Customer/Visitor		150
													Employee/Resident		164	Employee/Resident		73
													Reserved		158	Reserved		158
													Total		**443**	**Total**		**381**

Source: *Walker Consultants*

The figures below show the projected parking need by hour on both a weekday and weekend day after full build-out and occupancy of the proposed development.

Figure 4: Parking Needs by Land Use by Hour, Weekday and Weekend





Source: Walker Consultants, 2022

Exhibit A

Findings and Recommendations

Based on the shared parking model developed by Walker, the land use types and quantities envisioned for the proposed development are projected to generate the need for approximately 443 parking spaces during the peak demand period. However, as currently envisioned, a total of 388 parking spaces are planned to be provided within the development – 158 spaces located in several small underground parking structures, which are dedicated for use by residents of the development, and an additional 230 parking spaces in a City-owned, aboveground, public parking structure. At present, this means that there is at least a 55-space deficit between the projected peak parking demand expected to be generated by the proposed development and the planned parking supply.

In addition to the projected 55-space deficit for the proposed development, the plan to displace approximately 152 existing spaces in the City-owned surface parking lot at the north end of the development site means that, at certain times, it will be necessary for any replacement parking supply to satisfy any existing demand displaced by the project. While these existing public surface parking lots are not typically well utilized, cars do park here to frequent area businesses. As a result, the City should carefully consider the capacity of the aboveground parking structure being proposed as part of the Shopko redevelopment. If this new parking structure is expected to accommodate demand from the development, vehicles displaced from the City's surface parking lots, and any other future demand growth in the area, it may be advisable to increase the size of the structure that is built. Building additional spaces now will be more cost effective and less disruptive than expanding the parking structure at a future date, if necessary.

Impact of Removing Buildings I, J, and K from the Development

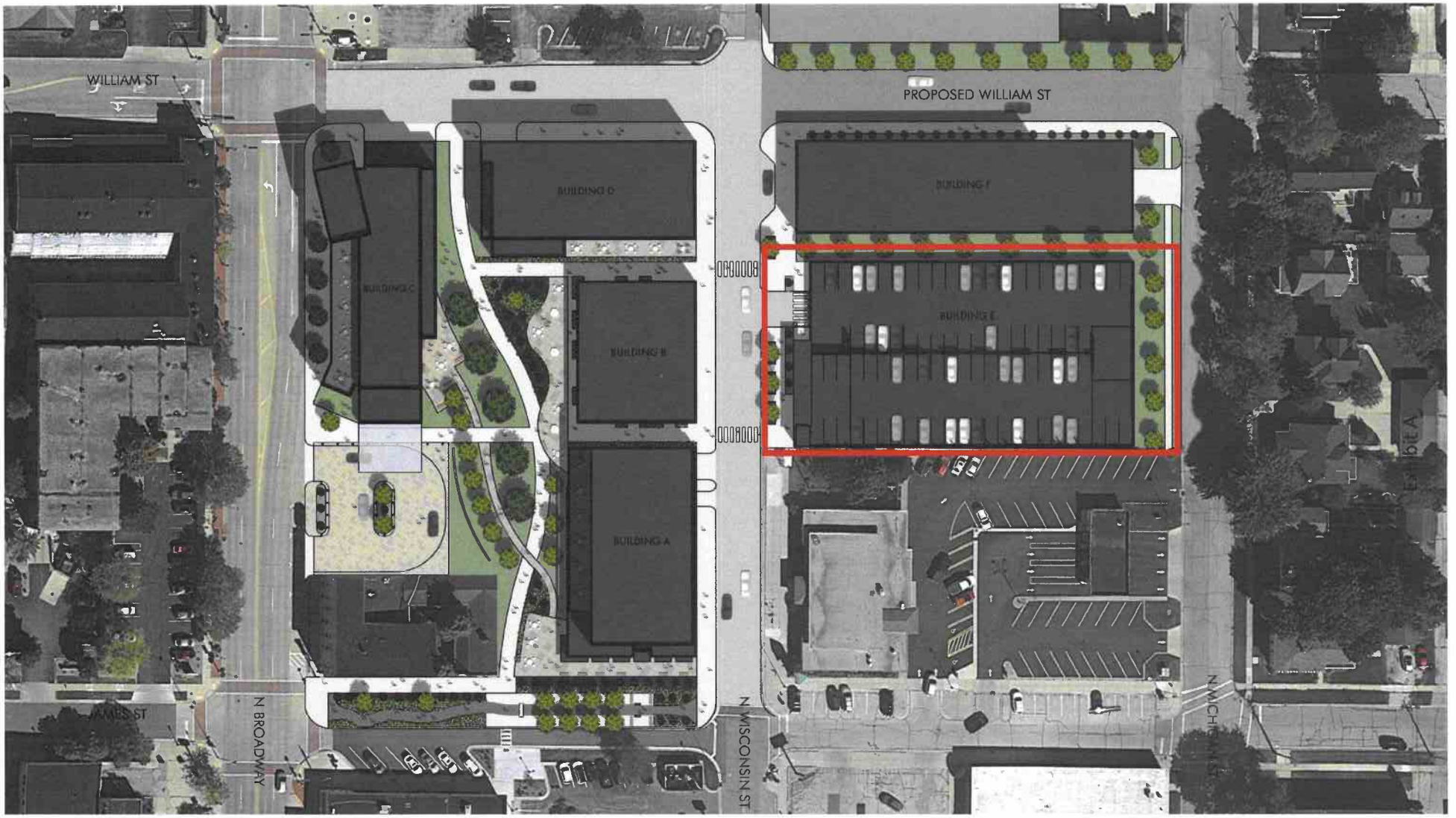
At the request of the City, Walker was asked to consider the impact on the projected peak parking demand expected to be generated by the proposed development if Buildings, I, J, and K were not constructed. Because these three buildings are proposed to displace existing City-owned public parking, the City wants to understand the net impact of removing these buildings from the development on the supply of and demand for parking in the area.

Removing Buildings I, J, and K from the shared parking model reduces the commercial square footage in the proposed development by 16,000 square feet from 79,400 to 63,400 square feet. Eliminating these buildings would also reduce the residential unit count by 74 units, bringing the total unit count down to 107 from the current 181 units. Lastly, 30 underground, resident parking spaces would be lost if these three buildings were not constructed, reducing the total parking count from 388 spaces to 358 spaces.

If Buildings I, J, and K were removed from the development program, the peak parking need for the remaining development is projected to be 345 spaces on a weekday and 304 spaces on a weekend day. When compared to the new proposed parking supply of 358 spaces, eliminating these three buildings is expected to result in a small surplus of parking. Additionally, because the City's existing public surface parking lots could remain in place if Buildings I, J, and K were not developed, those 152 existing spaces could be used to serve the development. However, the existing surface parking would be insufficient to fully replace the 230-space public parking structure currently being proposed to serve the development.

WALKER
CONSULTANTS

Exhibit B: Conceptual Redevelopment Plan



SITE PLAN

eu:a

TADYCH INVESTMENT PARTNERS | MIXED USE CONCEPT

#922166-00
06.12.2023

Exhibit C: Property Identification/CSM

CERTIFIED SURVEY MAP

ALL OF LOT 2 OF VOLUME 15 OF CERTIFIED SURVEY MAPS, PAGE 21, (MAP #2916-DOC.#1050354), BROWN COUNTY RECORDS, LOCATED IN PART OF PRIVATE CLAIM 32, EAST SIDE OF THE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

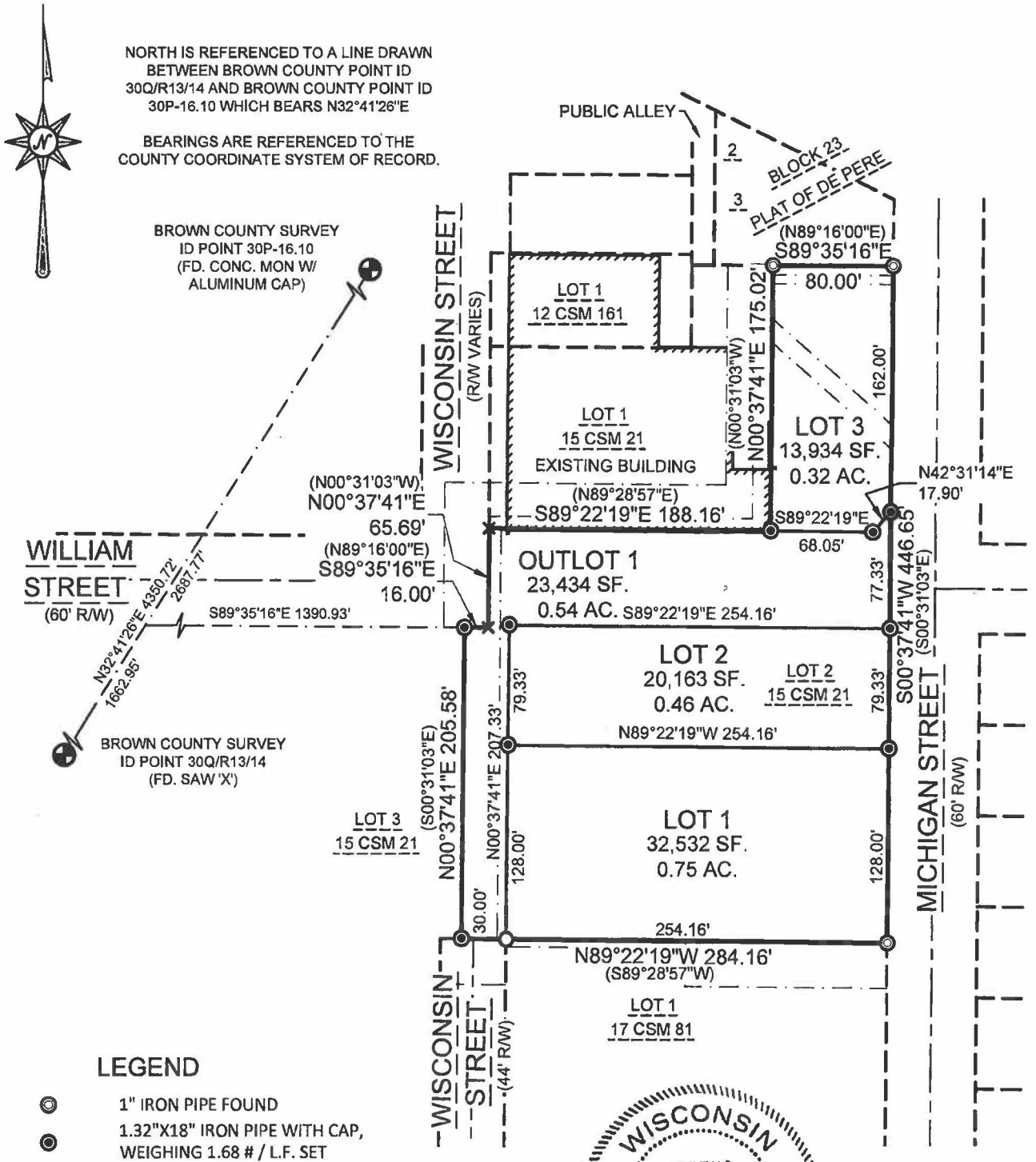
100 50 0 100

GRAPHIC SCALE

CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
09/26/2024 03:24 PM
REC FEE:
REC FEE: 30.00
PAGES: 4

NORTH IS REFERENCED TO A LINE DRAWN BETWEEN BROWN COUNTY POINT ID 30Q/R13/14 AND BROWN COUNTY POINT ID 30P-16.10 WHICH BEARS N32°41'26"E

BEARINGS ARE REFERENCED TO THE COUNTY COORDINATE SYSTEM OF RECORD.



LEGEND

- ◎ 1" IRON PIPE FOUND
- ◉ 1.32"X18" IRON PIPE WITH CAP, WEIGHING 1.68 # / L.F. SET
- ○ 1/2" IRON ROD FOUND
- □ MAG NAIL FOUND
- ◒ MONUMENT FOUND, TYPE NOTED
- × SAW CROSS FOUND
- ( ) RECORDED AS
- — · — · — EASEMENTS SHOWN ON PAGE 2

WISCONSIN
ANDREW S. CLEVELAND
S-2787
APPLETON, WIS.
LAND SURVEYOR

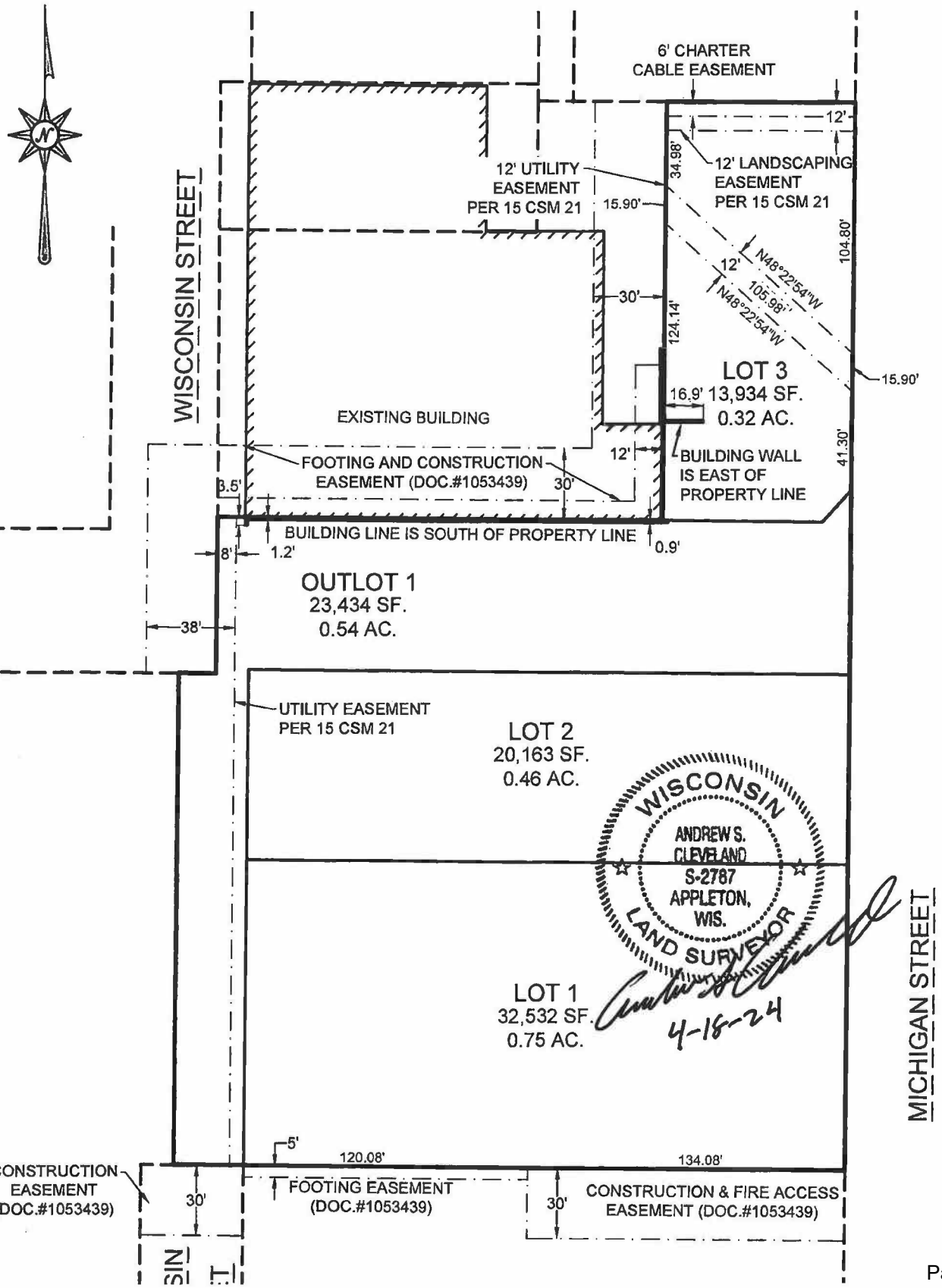
4-18-24

CERTIFIED SURVEY MAP

ALL OF LOT 2 OF VOLUME 15 OF CERTIFIED SURVEY MAPS, PAGE 21, (MAP #2916-DOC.#1050354), BROWN COUNTY RECORDS, LOCATED IN PART OF PRIVATE CLAIM 32, EAST SIDE OF THE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

60 30 0 60

GRAPHIC SCALE



Miron

Building Excellence.

CITY OF DE PERE
PUBLIC PARKING GARAGE

DE PERE, WISCONSIN

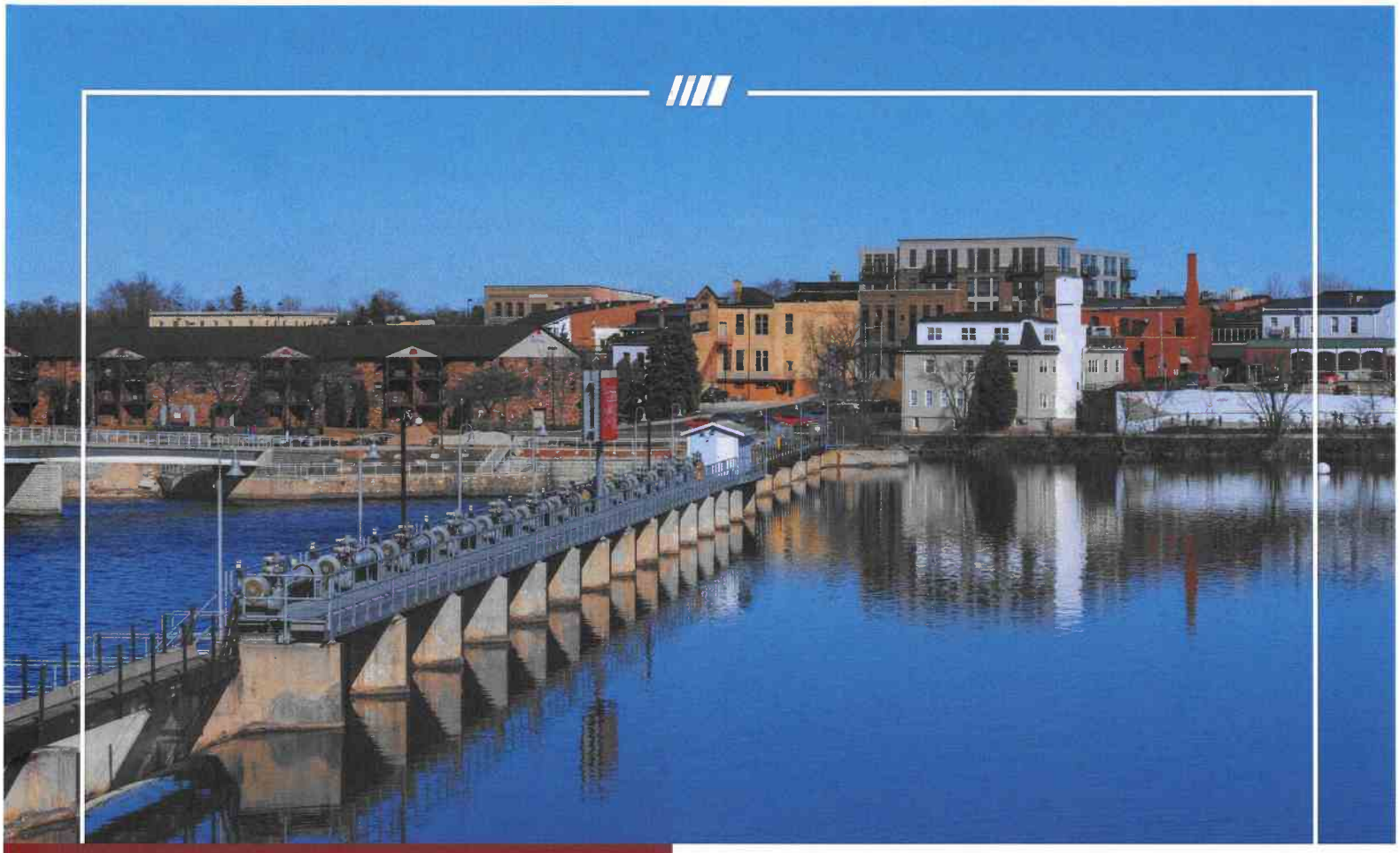
MIRON CONSTRUCTION CO., INC.

1175 Lombardi Avenue, Suite 300
Ashwaubenon, WI 54304

MIRON-CONSTRUCTION.COM

DE PERE®

PROPOSAL FOR CMAR SERVICES | 12.13.2024



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5 | BUDGET

6 | REFERENCES

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8 | INSURANCE & LEGAL RESPONSIBILITIES

9 | CONFLICT OF INTEREST

Miron

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MIRON CONSTRUCTION CO., INC.
CITY OF DE PERE
PUBLIC PARKING GARAGE
12.13.2024

MIRON CONSTRUCTION CO., INC.
1175 Lombardi Avenue, Suite 300
Ashwaubenon, WI 54304
PH 920.328.1800 | FX 920.328.1799
MIRON-CONSTRUCTION.COM

Building Excellence.

Include a cover letter outlining why the City should select your firm/team. The letter shall identify who will be the point of contact/project manager, including their email address and the office in which they are located.

December 13, 2024

Daniel Lindstrom
Development Services Director
City of De Pere

RE: Request for Proposals for CMaR Services - City of De Pere Public Parking Garage

Dear Daniel:

Miron Construction Co., Inc. is extremely excited to submit our proposal for construction management services for the City of De Pere Public Parking Garage. We are confident that we will be a valued partner throughout the process, offering several significant advantages to your team.

- **LOCAL CONTRACTOR:** De Pere is in Miron's backyard, given our new Green Bay office. We want to take care of our local community more than anyone, and this project lends itself to just that. Projects, like this one, that benefit the community are at the heart of our values. As in recent projects in neighboring communities, Miron is your local contractor with a local team that will be here to assist you with any needs now and into the future.

- **EXPERIENCE & RELATIONSHIPS:** With 30+ projects that include parking structures in our portfolio, we know how to construct these facilities safely and efficiently. That experience, along with being the **only contractor in the state to have completed a parking structure that is seeking Parksmart certification**, makes Miron second to none in experience with any Parksmart or LEED-certified parking structures. Coupled with our relationship with Wells Concrete, the industry leader in supplying precast concrete parking structures, we have an expert project team that has the knowledge and horsepower to complete a public parking structure in both a cost-effective and timely manner.

- **EXPERT TEAM:** We have assembled a strong and collaborative team to work on this facility. Our project executive, Amanda Manteufel (*Amanda.Manteufel@miron-construction.com*) and I (*John.Murphy@miron-construction.com*) have worked on several high-profile projects and parking structures, including the iconic Lambeau Field Stadium projects. We will be your points of contact, as we are both local and based out of our Green Bay office (1175 Lombardi Ave, Suite 300), which is only minutes from the proposed site. The field team will be led by our director of steel and precast, Andy Vis. An industry pro in erecting precast structures and parking garages, Andy's 25 years of industry knowledge will be utilized from the very start of preconstruction to ensure constructability and budget alignment.

MIRON CONSTRUCTION CO., INC.
1175 Lombardi Avenue, Suite 300
Ashwaubenon, WI 54304
PH 920.328.1800 | FX 920.328.1799
MIRON-CONSTRUCTION.COM

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SUSTAINABILITY AND PARKSMART SUPPORT: As your construction manager, our priority is to support your goals and vision for the City of De Pere Public Parking Garage. We also understand our role in ensuring decisions are well-informed and made in the best interest of the project. Our process starts with learning your project drivers so we can engage all members of the project team from preconstruction through construction and occupancy. Knowing that the City of De Pere is committed to sustainable building, parking and transportation practices, our director of sustainable services, Theresa Lehman, will be a great resource. Theresa serves as the project administrator on projects that seek third-party green building certifications such as LEED, WELL and Fitwel, works as part of Miron's risk management group partnering with the DNR and EPA to proactively resolve environmental-related challenges, and assists clients in seeking incentive opportunities to ensure projects can invest in energy efficiency systems and renewable energy technologies.

Thank you for the opportunity to submit our qualifications for this exciting project. After reviewing our submission, we hope you will agree that our experience, relationships, innovative services, and—most importantly—our **PASSION** make Miron the best choice for your team. If you have any questions or require additional information, please do not hesitate to call.

Sincerely,
MIRON CONSTRUCTION CO., INC.

John Murphy
Principal-in-Charge | Senior Vice President, Green Bay Office
920.328.1771
john.murphy@miron-construction.com

2 | QUALIFICATIONS & CAPABILITIES

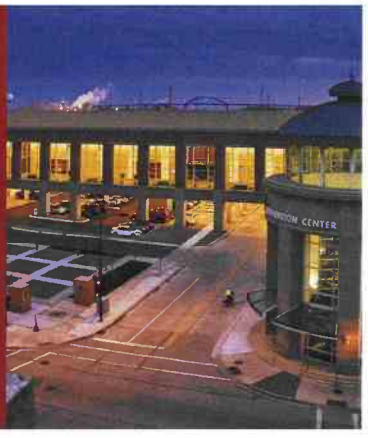
For more on Miron's government experience, including project profiles, scan the QR code or visit **www.miron-construction.com/our-experience/government.**

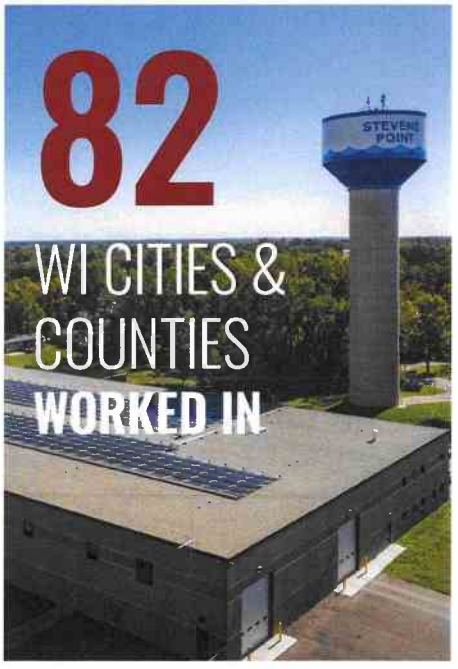
MIRON IS PROUD TO BE ONE OF THE PREMIER GOVERNMENT BUILDERS IN THE MIDWEST.

When it comes to local and federal government contracts, Miron has a robust portfolio of experience encompassing facilities to serve communities' needs. As a trusted government contractor, we are well-equipped to leverage our experience, some of which is listed below, for your parking project.

No builder in the state of Wisconsin puts more precast in place than Miron Construction, which uniquely positions us to bring substantial value to the City of De Pere Parking Garage project. Most recently, we completed work on Titletown Podium Parking and Foundation Structure in Green Bay as well as the City of Madison South Livingston Street. This knowledge of local city logistics, along with our understanding of city parking challenges, allows us to anticipate and mitigate potential disruptions.

$2.5B
IN GOVERNMENT PROJECTS
IN THE LAST 10 YEARS





a. Demonstrate experience and qualifications of the lead firm on related projects and any sub-firms on the project team.

We bring specialized expertise that ensures structural integrity and schedule adherence through precise coordination. Our experience in managing congested sites and phased construction in active environments will allow us to maintain smooth traffic flow and continuous access to surrounding buildings throughout construction. By drawing on lessons learned from similar projects, we will collaborate closely with the City of De Pere and the selected design team to optimize the design for durability, efficiency, and long-term performance.

RESCH EXPO CENTER

Green Bay, WI

- Owner: Brown County
- Size: 265,000 SF
- Completion: January 2021

VILLAGE OF WESTON MUNICIPAL CENTER

Weston, WI

- Owner: Village of Weston
- Size: 114,400 SF
- Completion: January 2023

MENASHA PUBLIC WORKS FACILITY

Menasha, WI

- Owner: City of Menasha
- Size: 21,000 SF
- Completion: March 2021

HOWARD COMMONS

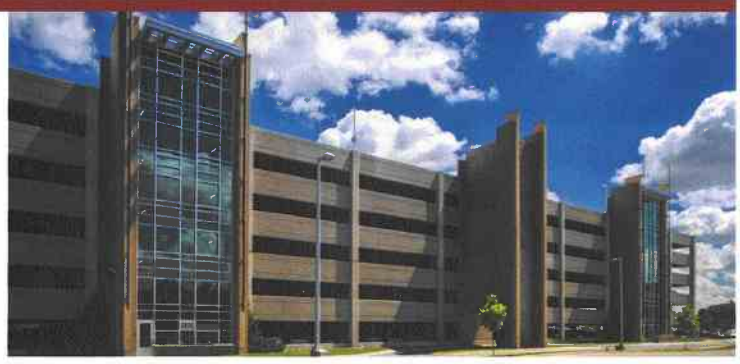
Howard, WI

- Owner: Village of Howard
- Size: 27,722 SF
- Completion: July 2023

DANE COUNTY COUNTY REGIONAL AIRPORT PARKING STRUCTURE EXPANSION

Madison, WI

- Owner: Dane County Department of Public Works
- Size: 469,155 SF Addition | 1,072,387 SF Remodel
- Completion: October 2015



WAUPACA COUNTY HIGHWAY DEPARTMENT FACILITY

Waupaca, WI

- Owner: Waupaca County
- Size: 90,988 SF
- Completion: October 2019

VILLAGE OF SUSSEX NEW CIVIC CENTER

Sussex, WI

- Owner: Village of Sussex
- Size: 52,867 SF
- Completion: October 2016

CITY OF STEVENS POINT UTILITY GARAGE

Stevens Point, WI

- Owner: City of Stevens Point
- Size: 37,500 SF
- Completion: February 2019

UW-LA CROSSE POLICE SERVICE BUILDING & PARKING RAMP

La Crosse, WI

- Owner: State of Wisconsin DOA Division of Facilities Development
- Size: 17,000 SF
- Completion: February 2023

CITY OF MADISON SOUTH LIVINGSTON STREET GARAGE

Madison, WI

- Owner: City of Madison
- Size: 241,182 SF
- Completion: July 2018

Miron Building Excellence

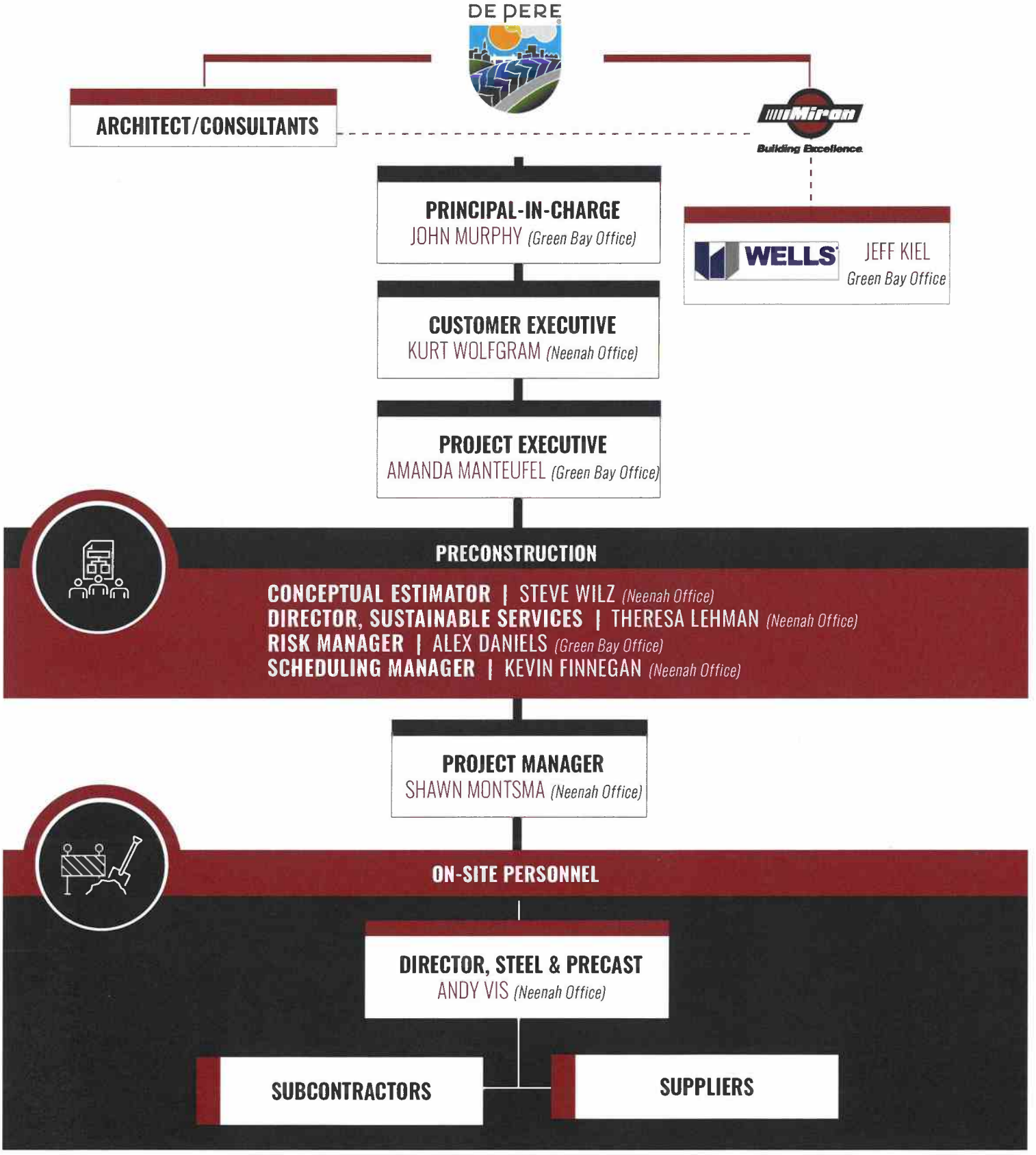
ADDITIONAL PARKING RAMP EXPERIENCE

Miron Construction Co., Inc.

Project Name	City	State	Project	Completion
Ho-Chunk Beloit Casino, Hotel, and Conference Center	Beloit	WI	$515,000,000	1/14/2026
Salvation Army Shield Apartments and Underground Parking	Madison	WI	$11,100,000	11/2/2023
Titletown Podium Parking and Foundation Structure	Green Bay	WI	$36,330,000	8/10/2021
Marquette General Replacement Hospital and Parking Garage	Marquette	MI	$15,400,000	6/2/2019
Ho-Chunk Hotel & Casino Renovations & Expansions	Black River Falls	WI	$37,000,000	12/29/2017
Middleton Center Commercial & Residential Towers	Middleton	WI	$17,300,000	7/1/2017
Staybridge Hotel & Underground Parking at Liberty Way	Marquette	MI	$15,800,000	10/28/2016
Upper Peninsula Health Plan Liberty Way Office Facility	Marquette	MI	$8,801,111	10/1/2016
Skyward Inc. New Corporate Office Building	Stevens Point	WI	$32,200,000	2/19/2016
Dane County Regional Airport Parking Structure Expansion	Madison	WI	$18,922,873	6/30/2015
Nicolet Parking Garage Updates	Green Bay	WI	$168,080	2/1/2014
City of Marion New Police Headquarters	Marion	IA	$10,400,000	11/22/2013
UW-La Crosse Police Service Building & Parking Ramp	La Crosse	WI	$8,092,600	6/1/2013
City of Cedar Rapids May's Island Parkade Renovation	Cedar Rapids	IA	$824,483	5/31/2012
Appleton Police Station Addition & Remodel	Appleton	WI	$10,582,036	5/15/2010
Flats on the Fox High-Rise Lofts (Stone House Development)	Green Bay	WI	$7,287,925	12/31/2008
UW-Madison Lot 36 Parking Ramp Addition	Madison	WI	$2,042,485	8/1/2008
One Financial Place (8215 Greenway Blvd. Office Building)	Middleton	WI	$13,484,150	6/30/2008
8333 Greenway Boulevard Office Building	Middleton	WI	$4,618,080	1/21/2008

b) Provide a staff organization chart. Identify key individuals involved in this project, their affiliation, and office location. Provide key individuals' resumes.

| ORGANIZATIONAL CHART



For each staff member identified in the organization chart, summarize relevant experience and qualifications. Detailed resumés of all team members should NOT be submitted. The brief overview should identify the individual's experience with similar projects and their availability to support this project.

JOHN MURPHY

PRINCIPAL-IN-CHARGE | SENIOR VICE PRESIDENT, GREEN BAY OFFICE

LEED AP - BD+C

John brings 28 years of experience in the construction industry and is active in the daily management of Miron's Green Bay office as well as participating in all aspects of corporate operations management. John provides overall project strategy, guidance, and management of project development to ensure successful project completion and client satisfaction. His expertise leads the charge when it comes to increasing efficiencies, eliminating waste, and delivering the project within the budget and schedule parameters established by the project team.

John is a recipient of The Daily Reporter's Construction Executive of the Year award, which honors individuals who are considered outstanding leaders in the industry, moving construction and design in a positive direction.

| EDUCATION

MILWAUKEE SCHOOL OF ENGINEERING
Bachelor of Science, Architectural Engineering

AVAILABILITY: AVAILABLE IMMEDIATELY

| REPRESENTATIVE PROJECTS

- Lambeau Field Stadium Improvements | Green Bay, WI
- Resch Expo Center | Green Bay, WI
- Howard Commons | Howard, WI
- Shawano Municipal Utilities New Headquarters | Shawano, WI

KURT WOLFGRAM

CUSTOMER EXECUTIVE

LEED AP BD+C

Kurt works closely with clients and design partners to lead the project through the planning and preconstruction phases to ensure successful outcomes. He focuses on project strategy, facilitating a collaborative design process, budget development and control, schedule development and execution, and quality control. Most importantly, Kurt is responsible for providing a smooth process and positive team experience. He brings over 20 years of experience in the construction industry.

| EDUCATION

UNIVERSITY OF WISCONSIN-STOUT
Bachelor of Science - Construction Management

NORTHEAST WISCONSIN TECHNICAL COLLEGE
Associates Degree - Architectural Design

AVAILABILITY: AVAILABLE IMMEDIATELY

| REPRESENTATIVE PROJECTS

- Resch Expo Center | Green Bay, WI
- Menasha Downtown Development Broad Street Parking Structure | Menasha, WI
- U.S. Venture Center, Parking Garage and Public Space at Titletown | Green Bay, WI
- City of Appleton Jones Park Amphitheater | Appleton, WI

AMANDA MANTEUFEL

PROJECT EXECUTIVE

LEED AP BD+C

Amanda is responsible for planning, budgeting, scheduling, and construction of the project. She will work closely with the design and construction teams to facilitate a seamless project delivery.

Amanda provides overall project strategy, guidance, and management of project development to ensure successful project completion. Her duties include oversight of construction management, design development, pricing, quality control, and client satisfaction. She brings 25 years of experience in the construction industry.

Amanda was recognized by The Daily Reporter as a top woman in the Wisconsin construction industry.

| EDUCATION

UNIVERSITY OF WISCONSIN-MADISON
Bachelor of Science - Civil Engineering and Construction Engineering Management

AVAILABILITY: AVAILABLE IMMEDIATELY

| REPRESENTATIVE PROJECTS

- Lambeau Field Stadium Improvements | Green Bay, WI
- Outagamie County 911 Communication Center & Storage Facility | Appleton, WI
- Curative Connections Yesteryear Village | Green Bay, WI
- Neenah High School (New) | Neenah, WI

SHAWN MONTSMA

PROJECT MANAGER

Shawn manages all project activities including, but not limited to, preliminary planning, budget development, financial control, value engineering assessments, scheduling, coordination of construction activity, project closeout, and owner occupancy. He brings 10 years of construction industry experience.

Shawn is also responsible for regular communication with the architectural team and owner regarding items related to budget, constructability, bidding, and schedule.

| EDUCATION

UNIVERSITY OF WISCONSIN - MADISON
Bachelor of Science, Civil Engineering

AVAILABILITY: AVAILABLE IMMEDIATELY

| REPRESENTATIVE PROJECTS

- Dane County Regional Airport Parking Structure Expansion | Madison, WI
- Menasha Downtown Development Broad Street Parking Structure | Menasha, WI
- UW-La Crosse Police Service Building & Parking Ramp | La Crosse, WI
- UW-Madison Lot 36 Parking Ramp Addition | Madison, WI

ANDY VIS

DIRECTOR, STEEL & PRECAST

As Director of Steel & Precast, Andy will support the project superintendent and project management team with scheduling, equipment utilization, and pre-planning of the steel and precast work. He is also in charge of ensuring that our corporate best practices are applied to your project, and that the adequate amount of resources are assigned to your project to preserve schedule milestones.

His 25 years of construction experience, specifically on precast projects, will contribute to the success of your project as he works with the construction team to support all phases of construction activity.

| EDUCATION

- OSHA 30-Hour Certification
- Superintendent Training
- CPR & First Aid Certification
- Forklift Certification

AVAILABILITY: AVAILABLE IMMEDIATELY

| REPRESENTATIVE PROJECTS

- Dane County Regional Airport Parking Structure Expansion | Madison, WI
- Menasha Downtown Development Broad Street Parking Structure | Menasha, WI
- UW-La Crosse Police Service Building & Parking Ramp | La Crosse, WI
- UW-Madison Lot 36 Parking Ramp Addition | Madison, WI

STEVE WILZ

CONCEPTUAL ESTIMATOR | LEED GREEN ASSOCIATE

With 40+ years of experience, Steve develops quality estimates at conceptual and construction document levels; evaluates material and labor costs; selects, evaluates, and tabulates subcontractor estimates and materials; prepares final tabulations, bid submittals, and presentation of project costs to owners.

Steve will attend meetings and assist with detailed and open book estimates. He will explore a variety of building systems to establish an optimum design that meets budget expectations. Steve is a recipient of The Daily Reporter Estimator of the Year award and has estimated over $3.1 billion in construction, including some of Miron's largest, most complex projects.

ALEX DANIELS

REGIONAL RISK MANAGER, GREEN BAY

Alex manages the development of site safety plans, the coordination of pre-planning efforts for our superintendents and project managers, training of employees on job-specific hazard recognition and injury prevention, performs project safety audits, and acts as an on-site safety representative.

KEVIN FINNEGAN

SCHEDULING MANAGER | LEED GREEN ASSOCIATE

Kevin facilitates all schedule-related activities with the project team, and communicates regularly with the project team, consultants, and subcontractors to update and monitor all project schedules. Kevin is also responsible for the analysis, identification, and resolution of potential schedule issues.

d) Demonstrate experience in community engagement and presenting reports and information to elected officials.

| COMMUNITY ENGAGEMENT & INFORMATION MANAGEMENT

Our team is dedicated to maintaining strong engagement with stakeholders throughout the preconstruction and construction process. We understand the importance of keeping all the community informed and involved, and we make it a priority to provide transparent, consistent updates on project milestones, timelines, and any potential challenges. This ongoing communication fosters trust and collaboration. We utilize a variety of engagement methods including:

- Neighborhood communications
- Open houses
- Milestone events
- Community tours

We ensure that each stakeholder (owner, architect, subcontractors, elected officials, community members) clearly understands the unique project drivers and is communicated about them throughout the life of the project.

COMMITMENT TO COLLABORATION

Miron embraces collaboration and welcomes a team-based approach to delivering projects.

OPEN COMMUNICATION

Our team engages in and encourages open and honest communication throughout the project. A variety of our communication tools are highlighted in the following section.

FISCAL TRANSPARENCY

Our team will maintain an open-book philosophy throughout the project in order to increase trust and keep costs visible and controllable.

COLLABORATIVE DECISION-MAKING

Miron will work together with the City of De Pere and the architect on important decisions to leverage our vast knowledge base and encourage joint accountability.

UTILIZE BUILDING INFORMATION MODELING

Our team uses Building Information Modeling (BIM) to further facilitate team collaboration and information sharing and streamline the design and construction processes.

---

e) Please indicate which individuals will attend the proposed interview if an interview is requested.

If an interview is requested, John Murphy (Principal-in-Charge), Kurt Wolfgram (Customer Executive), Amanda Manteufel (Project Executive), Shawn Montsma (Project Manager), and Andy Vis (Director, Steel & Precast) will be available to attend.

f) Should sub-consultant(s) be listed as part of the project team, the Proposer shall provide a letter from each sub-consultant that indicates the subconsultant's intent to be part of the project team.

Parking Building Solutions from Wells & MSE

WELLS

Wells is a leading prefabrication building solution leader in the U.S., involved throughout the project from pre-construction through completion, supporting upfront design assist work and fine-tuning plans for each parking project. Our team's unique understanding of code requirements, ADA accessibility, slope limitations, and drainage ensures an efficient and well-built project.

Once the building components are manufactured and installed, our Sealants and Restoration team is here to help with lifelong maintenance support, providing a seamless Wells experience to our clients.

MSE MIDWEST STRUCTURE ENGINEERING

Dr. John Wang, S.E. is the founder and president of Midwest Structure Engineering, Inc. Dr. Wang received his Ph.D. degree from the Civil Engineering Department of Marquette University in 1992.

Dr. Wang's experience with precast concrete design is extensive, and he has been involved in designing over 250 precast structures such as stadiums, high rise precast hotels, and insulated industrial warehouse buildings.

Wisconsin Recent Parking Structure Project Experience

- 1801 E. Washington Marling Lumber Parking Deck, Madison, WI
- Associated Physicians Parking Deck, Madison, WI
- YMCA Parking Structure, Appleton, WI
- Aurora Psychiatric Hospital Parking Deck, Wauwatosa, WI
- Aurora West Allis Medical Center Parking Structure Addition, West Allis, WI
- Block 7 Parking Structure, Milwaukee, WI
- Broad Street Parking Structure, Menasha, WI
- Burlington Parking Deck, Burlington, WI
- Concordia College Parking Ramp (3), Mequon, WI
- Dane County Airport Ramp, Madison, WI
- Franck Cottage Garage, Wabeno, WI
- GIA Parking Deck, Madison, WI
- Hill Farms DOT Parking Deck, Madison, WI
- Innovation Park Parking Structure, Wauwatosa, WI
- Johnson Controls Parking, Glendale, WI
- Komatsu Corporate Headquarters Parking Structure, Milwaukee, WI
- Linden Drive Parking Deck, Madison, WI
- Luther Midelfort Hospital Parking Ramp, Eau Claire, WI
- Madison Yards Parking Deck (2), Madison, WI
- Marquette General Hospital Ramp, Marquette, MI
- Mayfair Parking Deck, Wauwatosa, WI
- Metro Market Parking Deck, Shorewood, WI
- MSOE Parking Deck, Milwaukee, WI
- Potawatomi Parking Deck, Milwaukee, WI
- Pritzlaff Parking Structure, Milwaukee, WI
- Promega Parking Garage (2), Fitchburg, WI
- River Center Parking Ramp, Green Bay, WI
- Shorewood Parking Deck, Shorewood, WI
- St. Joseph's Parking Deck Renovation, Milwaukee, WI
  Summit Parking Deck Addition, West Allis, WI
- The Corners Parking Deck (2), Brookfield, WI
- ThriveOn Collaboration Parking Structure, Milwaukee, WI
- University Crossing Parking, Madison, WI
- UWHC East Side Parking Deck, Madison, WI
- VA Hospital Parking Deck (2), Milwaukee, WI
- Wgema Campus Parking, Milwaukee, WI
- Wisconsin Crime Lab Parking Deck, Wauwatosa, WI
- WM. S Middleton VA Hospital Parking Structure, Madison, WI

(#) represents the number of projects for the specific client and location

Wells Primary Contact: Brett Evenson
brett.evenson@wellsconcrete.com
920.965.9464

Wells has completed hundreds of parking structures throughout the United States.

g) The Proposer may include two (2) additional pages for each project to illustrate aspects of the completed project that provide the evaluation team information to assess the Proposer's experience with relevant project work.

CITY OF MADISON

LIVINGSTON STREET GARAGE

MADISON, WISCONSIN

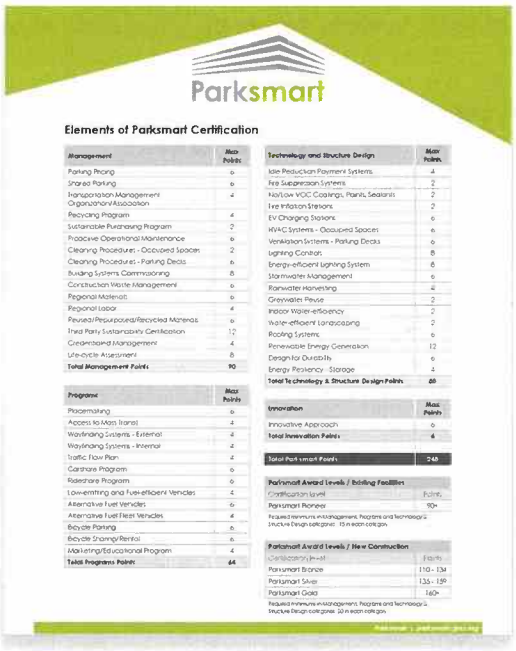
The Madison South Livingston Street Garage is a five-story, cast-in-place concrete parking structure with a two-story component available for retail space.It contains 667 spaces and four electric vehicle charging stations (EVCS). **It is the first, and only, parking structure in Wisconsin to pursue Parksmart certification,** the world's only certification program that defines, measures and recognizes high-performing, sustainable garages. The system is designed to advance sustainable mobility through smarter parking structure design and operation. The following page outlines the Parksmart certification process and Miron's capabilities to assist with this and other sustainable incentives.

OWNER:	CITY OF MADISON
ARCHITECT:	GRAEF
PROJECT:	$15,200,000
AREA:	241,182 SF
COMPLETION:	JULY 2018
DELIVERY:	GENERAL CONTRACTOR

| PARKSMART CERTIFICATION

Parksmart is the world's only rating system designed to advance sustainable mobility through smarter parking structure design and operation. Parksmart is a standard that recognizes 48 measures (248 points) across innovation and three categories:

- Innovation: credits new and creative sustainable parking and transportation initiatives.
- Management: encourages garage operations to maximize the use of a parking asset while minimizing waste.
- Programming: guides garages to new revenue sources, greater customer satisfaction and stronger community relations. Green garage programs ensure effective vehicle ingress/egress, provide access to alternative mobility solutions, and leverage the garage's potential as a public space.
- Technology and Structure Design: recognizes the physical attributes a garage can deploy to increase energy efficiency, lower waste and support customer mobility choice.



THE PROCESS

Parksmart certification involves four main steps:

01 | Register the project by completing the online form and paying the one-time flat $1,2000 registration fee

02 | Collect and submit the documentation to Green Business Certification Inc. (GBCI) via the Arc platform and pay the one-time flat $5,500 certification review fee

03 | Review of the project by GBCI

04 | Certification by GBCI

Integrating Parksmart measures into the project will require a team approach that is led by the Parksmart Project Administrator (PA), who guides the Owner and the project team through the Parksmart strategies to determine which elements are integrated into the project by reviewing the Owner's Checklist, developing the Parksmart Planning Worksheet, and managing the Parksmart Scorecard.

The PA oversees the Parksmart certification process via the Parksmart Certification Tracker and manages project design and construction team members, as well as the owner, who are responsible for certain tasks or measures including collecting information, performing calculations and analysis, and preparing the documentation to demonstrate the achievement of the Parksmart requirements. The PA plays a key quality role by checking that the Parksmart documentation is complete and accurate in the Arc platform, before submitting it to GBCI for review, and accepting the review results once certification is achieved.

After the documentation is submitted, GBCI evaluates the documentation for completeness and compliance with the Parksmart rating system and responds with a review, indicating which measures are achieved and which, if any, are pending and require further information. The project team then has an opportunity to resubmit information for a final review. Once the project has reached a certification achievement threshold, the PA can accept the Parksmart certification award.

Projects have five years from registration to achieve certification. New parking structures must earn a minimum of 20 points in each of the three main certification categories: Management, Programs, and Technology and Structure Design, and are eligible to achieve Bronze (110-134 points), Silver (135-159 points) or Gold (160+ points) certification.

CAPABILITIES & EXPERIENCE

Miron served as the general contractor on the only parking structure in Wisconsin that is pursuing Parksmart certification, providing documentation to BWBR, who served as the Project Administrator. Miron's director of sustainable services, Theresa Lehman, has the ability to serve as the Project Administrator on this project if needed, as she has served in this role on nearly half of the 74 LEED projects in Miron's $1.25 billion green project portfolio. If the City of De Pere would choose to have Miron serve as the Project Administrator, we can provide a professional service fee accordingly.

3 | PROJECT UNDERSTANDING & APPROACH

a) Demonstrate understanding of the project opportunities and challenges. b) Identify the potential project challenges and how you would recommend addressing each.

| UNDERSTANDING OF PROJECT OPPORTUNITIES & CHALLENGES

With Miron Construction's experience in parking structures and garages, we have seen our share of opportunities and challenges. With most of the structures going in congested areas with impacts to surrounding stakeholders, these projects require detailed pre-planning and communication. Being involved with the design process to review constructability, budget, and schedule throughout preconstruction will allow us to control any potential challenges by identifying them earlier enough to have a positive reaction.

Below we have identified areas for consideration that will drive project success. We welcome the opportunity to engage with your group in more detail about these strategies and their ability to improve project schedule and increase efficiency.

FOCUS AREA	STRATEGY
01 | Develop/maintain strict adherence to project schedule	Develop the overall schedule to hit key milestone dates and adhere to the completion date of July 2026. Our job is to provide a very detailed schedule throughout preconstruction that can be assessed from multiple viewpoints on what is the best path forward. It is imperative that Miron attend any/all design review meetings to assess how specific decisions will affect the overall construction schedule. The proposed team is positioned to be involved in these meetings and can provide potential schedule impacts on specific decisions/outcomes discussed. Miron will also look at specific opportunities for "enabling work" to get a jump on areas that make sense. We will establish a plan with the project team to make sure the risk/reward makes sense.
02 | Overall site logistics and material logistics plan	Develop an ongoing 4D site logistics plan. This plan will be critical to get "buy-in" from City of De Pere and the adjacent stake holders for all phases of the work. It will be imperative to establish a well-considered plan, as the project moves from start to finish, that City of De Pere and all contractors can rely on. Mapping out a thoughtful plan that considers contractor parking, construction traffic patterns, equipment laydown, construction trailer areas, etc., are all things the Miron team will be focused on immediately, if awarded.
03 | Material procurement	To meet schedule and be efficient in providing the required equipment and materials for the project, we will be advising on early procurement of some items. Precast concrete fabrication, electrical equipment, and elevators are some of the items we track that can have longer than normal lead times. Given this, we will detail this out in our schedule and be reviewing with the team on a constant basis to avoid any delays.

FOCUS AREA	STRATEGY
04 | Parksmart and sustainability requirements	Utilize a Parksmart scorecard to demonstrate how sustainable building, parking and transportation practices can be incorporated into the structure's design, management and operation and provide a summary of the pros and cons of each, anticipated maintenance implications, and initial costs and potential savings, including an analysis of potential rooftop solar canopies. Investigate potential incentive opportunities for rooftop solar and EV charging stations.
05 | Impact to Adjacent Properties & Projects	Through review of Walker Consultants Park Study, it is understood that this project is a piece of a larger master plan. Coordination between adjacent contractors, residential properties, and City of De Pere will be essential to a successful project. With limited lay down space, we will need to have strategic planning for material delivery, traffic flow, and snow removal.

c) Provide your firm/team's approach to achieving the project's scope of work.

| APPROACH TO PROJECT MANAGEMENT SERVICES

1. Provide a detailed outline of the firm/team's approach toward the delivery of services to complete the Project in accordance with the City's goals and timeline. The Project Management Approach will describe the process for making recommendations to the City and define procedures that will be employed to address the following:

COMMUNICATE WITH AND REPORT TO THE CITY AND SELECTED DESIGNER

Our team is dedicated to clear communication in order to bring all stakeholders toward a common goal. We actively encourage establishing communication channels and defining roles for the project team as early as possible.

| COMMUNICATION TOOLS

PROJECT MANAGEMENT SYSTEM

Miron utilizes Procore, an integrated project management software that tracks project-related information from the team and the project site to ensure that the project remains on time and on budget. Everyone involved in the project can access up-to-date information, including a current set of drawings, submittals, RFIs, contracts, schedules, and punch list items.

WEEKLY PROGRESS MEETINGS

Our weekly job site meetings require our project manager and superintendent, a design team representative, an owner representative, and the foremen for key sub trades to be in attendance. Miron works in conjunction with the other members of the project team in preparing meeting agendas. Minutes taken at these meetings provide a comprehensive report of the project's progress as well as documentation of the construction schedule, commitments, designs, and directives discussed during the meeting.

MONTHLY REPORTS

A progress report identifying schedule updates, budgeting, and cost control will be provided on a monthly basis to keep you aware of the project's status. Our project manager typically attends a monthly committee meeting to present this information as well.

PROJECT SCOPE AND COST CONTROL

BUDGET AND SCOPE TRACKING

To assist with budget and scope management, Miron has developed a scope tracking tool that we use throughout design to document the cost history of a project. We start with the initial budget and list every scope change, its status (pending, accepted, or rejected), and its impact to the budget. This real-time tracking tool allows the team to quickly realize how changes affect a project's cost and ensures the project scope is linked to the budget.

BID SCOPES AND CATEGORIES

Our team works in coordination with the architects to complete a set of front-end documents that includes all required information to ensure that the bidding contractors are providing complete and accurate bid quotations for the project. We create a bid form along with specific scopes of work that identify specific inclusions and exclusions as it pertains to the specific trade of work being bid. Contractors are allowed to provide bids on multiple packages. However, each bid category must be submitted on a separate bid form for clarity. These bid scope documents are then integrated directly into subcontracts to ensure complete and full scopes of work, and verification that there is no confusion as to what is required by the successful bidder.

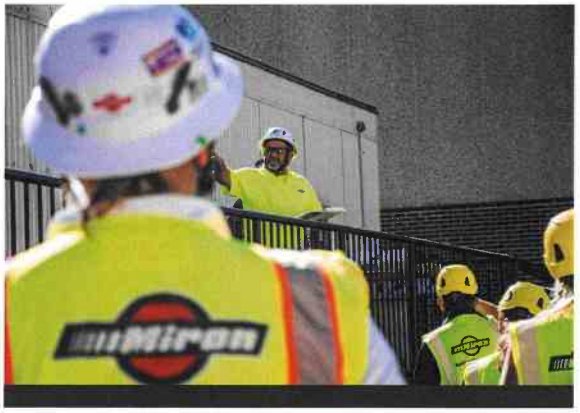
Miron may choose to bid certain scopes of work such as concrete, masonry, and general trades. As part of the "Instruction to Bidders", these scopes of work will be underlined in the front end documents stating that Miron intends on bidding these select scopes of work. Subcontractors bidding these same categories will be instructed to send their bids DIRECTLY to the Owner on bid day, not to Miron. Miron will also send our bid forms for the selected scopes of work directly to the Owner to maintain bidder trust and integrity.

PROJECT SCHEDULE - CRITICAL PATH

The project schedule is an important communication tool used to ensure the project stays on track – our "road map" for project success. Miron uses the Critical Path Method (CPM) scheduling technique, which is commonly used in the construction industry. The CPM schedule identifies all project-related activities, including design, permitting, procurement, construction, and project close-out, detailing how long each activity will take and how it relates to other tasks. From the CPM schedule, we can produce graphical representations of the project timeline and calculate the time required to complete the project. We can also determine the critical activities that require attention in order to achieve the milestone dates.

To develop the project schedule, our team works closely with the owner and design team to determine project needs and desired milestone dates. With this information, our team creates a conceptual schedule that we continue to refine as more details become available.

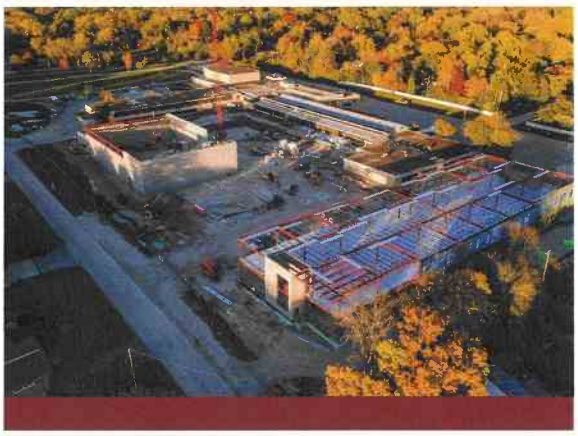
Our project manager and superintendent further develop the schedule by identifying construction tasks by their respective divisions of work. Once bidding is complete, we gather input from the selected subcontractors and suppliers to create a detailed work schedule within the divisions.



The project schedule is further broken down into a three-week look-ahead that is controlled by our project superintendent and reviewed daily with all on-site personnel. This look-ahead offers a detailed view of the construction activities happening on site and helps crews understand the scope of work taking place each day.

During construction, our project manager maintains the project schedule on a weekly basis to accurately report the day-to-day field operations. Schedule updates are shared in weekly progress meetings as well as in our owner project reports.

COORDINATION OF SITE AND REGULATORY APPROVALS/INSPECTIONS



Miron's coordination of site and appropriate inspections/approvals begin in the preconstruction phase. Site logistics tie heavily with Miron's culture of SQP (Safety, Quality and Production). This includes ensuring traffic flows, site security, public walk paths, and overall equipment and material laydown spaces are thought out with detail. Utilizing our in-house virtual construction team, we will create these plans in a way that can be shared with all necessary stakeholders. The clarity, frequency, and methods of communication regarding these logistics are essential to a safe and successful project.

Along with site conditions, our full-time on-site superintendent will be in constant contact with local and state officials for all required inspections and approvals throughout the construction process. From early on with storm water management, to the final occupancy inspections, Miron's team will coordinate and ensure all regulations are adhered to and approved. Our biggest asset to accomplish this is the relationships we have built throughout the years with the local authorities and inspectors, which result in proactive communication, transparency and awareness so all stakeholders are conscious of our schedule, milestones, and required inspections along the way.

QUALITY CONTROL

Miron utilizes a custom **project quality management system** adapted from the Building News Construction Inspection Manual. This comprehensive guideline and checklist is an outstanding tool used by our field and management personnel. The checklist compiles a list of items pertaining to the various divisions and specification sections. Because all projects have unique aspects, we customize each list to coincide with specific projects.

(A) QUALITY CONTROL ORGANIZATION

Our quality program begins at the top with our principals, and from there, the project manager has the ultimate control of the quality of the project. He/she is responsible for adhering to the quality program and is also responsible for the quality of our subcontractors.

(B) QUALITY CONTROL MANAGER DUTIES

- Adapting the program to fit the project.
- Assembling the project team and explaining the duties of each member.
- Assembling subcontractor management and explaining their roles.
- Maintaining active quality reports throughout the project.
- Conducting punch list items.
- Carrying out punch list and quality inspection until owner occupancy.

(C) SUBMITTAL PROCEDURES

Submittals are processed through the project coordinator. All submittals are documented in our network system and passed on to the proper personnel. The coordinator will also keep a log of submittal entries for tracking purposes.

(D) SCHEDULING, TRACKING, AND QUALITY CONTROL TESTING PROCEDURES

The project quality control manager will schedule, track, and conduct any of the required control testing.

(E) PREPARATORY, INITIAL, AND FOLLOW-UP INSPECTIONS

The project quality control manager will perform all inspections and report the results to the project manager and field superintendent.

(F) RESOLUTION OF CONSTRUCTION DEFICIENCIES

In tracking and resolving construction deficiencies, the quality control manager will report such deficiencies to the project manager and field superintendent, who will then refer the deficiency to the proper personnel for resolution, including any subcontractor involved in the deficiency.

SITE SAFETY

WE ARE COMMITTED TO PROVIDING A SAFE AND HAZARD-FREE WORK ENVIRONMENT FOR OUR CLIENTS, EMPLOYEES, SUBCONTRACTORS, HOST FACILITIES, AND THE GENERAL PUBLIC.

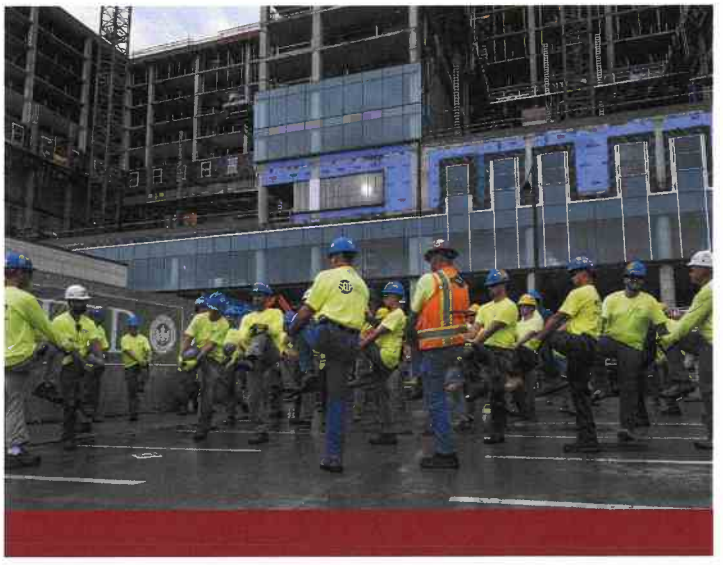
Miron takes a multi-discipline approach to risk management that integrates **safety, quality, and production (SQP)** into the building process. This approach guides our daily decisions and work.

Our SQP approach allows us to establish specific project needs and drivers through pre-planning. With this process, we:

- Proactively identify and plan for potential **safety** risks.
- Ensure that we capture and communicate **quality** expectations to stakeholders and team members.
- Integrate **production** planning to ensure the most efficient strategies that optimize the safety and quality of the project.

Critical to this approach is a highly skilled and safely trained workforce. Equipped with the most comprehensive safety training in the industry, our employees and subcontractors possess the knowledge and tools to identify and eliminate unsafe acts and conditions. Miron provides on-site safety, quality, and production management and ensures project-wide accountability in all three categories.

Employees are empowered to make a difference in the safety practices of themselves and others, leveraging Speak Up, Listen Up, Recognize It (SULURI) to not only bring forward issues, but to listen respectfully to one another. This philosophy has allowed us to establish long-lasting relationships with both subcontractors and clients who understand our commitment to safety. We actively use this tool to protect people, property, and our clients' market interests through trust and reliability.



SPEAK UP, LISTEN UP, RECOGNIZE IT

Miron utilizes SULURI as a way to enhance our SQP business philosophy and provide employees the tools to communicate effectively and reinforce safety, both on our project sites and within our offices. With this three-step process, we are able to provide **clear, direct communication** with our teams, leaders, and customers; practice **respectful listening**; and **express gratitude** for being safe, productive, and producing quality work.

SQP SAFETY QUALITY PRODUCTION

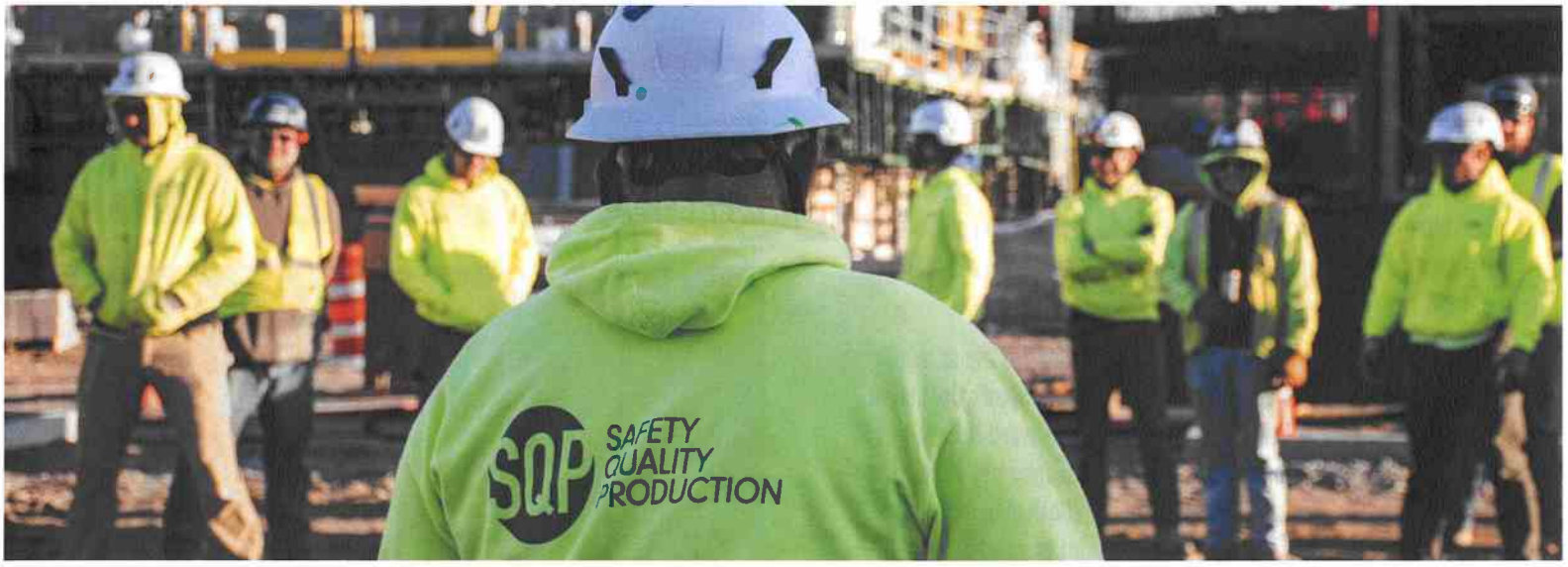
PHILOSOPHY OF DISPUTE RESOLUTION

Miron takes a proactive approach by utilizing our many tools and resources to identify potential conflicts before they require resolution. Some examples of the tools and resources utilized are:

- Design coordination meetings
- Subcontractor coordination meetings
- Quality assurance review of design documents
- RFI logs
- Submittal logs
- Weekly coordination meetings
- Daily foreman's meetings
- Communication between all team members
- Professional and experienced staff

We pride ourselves on our ability to promote teamwork with owners, the design team, subcontractors, and suppliers. When a problem arises, we address it immediately and find a solution. The most critical element in conflict resolution is communication. As long as there is clear communication between the owner, architect, and Miron, the project will be successful.

Miron conducts weekly job site meetings, which we have found to be beneficial and productive, as we require our project manager, on-site superintendent, a design team representative, an owner representative, and the foremen for key sub trades to be in attendance. These meetings allow for open discussions, ensuring that everyone involved in the project is on the same page.



d) Coordinate with the designer to identify the permits that will be required to be submitted and how you would propose to proceed to ensure that permits are obtained quickly.

| IDENTIFY & OBTAINING PERMITS

Miron prides itself on the relationships we have with our architectural partners throughout the industry. Due to these relationship, we have developed a clear communication line for all required permits and submissions. Early in the preconstruction process, our team will create a milestone schedule for the design and approval process that will be reviewed on a weekly basis with the team. Being able to hold all team members accountable for this schedule ensures we hit milestone submittals in both the state and local jurisdictions. Our experience gives us the ability to anticipate which permits will need longer approval processes, and which can be done quickly. Identifying these early while holding all participants accountable, ensures we don't delay and construction starts when scheduled.

e) Provide any value-added services your firm/team can provide above that are identified within the request.

| MIRON VALUE-ADDED SERVICES

SUSTAINABILITY

Sustainability plays an integral role in our organization. Miron's sustainable services are led by Theresa Lehman, LEED Fellow, LEED AP BD+C, ID+C, WELL AP, Fitwel Ambassador, and LEED and WELL Faculty. She, along with our team, is ready to help establish or support your sustainable goals. Services offered by Miron include:

SERVICES OFFERED BY MIRON INCLUDES:

- Assessment of sustainability grants and incentives.
- Evaluation of energy programs available through local utilities.
- Financing mechanisms for sustainability projects.
- Identification of alternative, renewable, and emerging technologies.
- Sustainable material assessments for local resources and products.
- Creating and implementing a customized Construction Waste Management (CWM) Plan.
- Project administration of building certifications (LEED, WELL, Fitwel, etc.).
- Sustainability engagement and messaging for key stakeholders and communities.

OUR **BUILDING GREEN** MISSION IS TO LEAD BY EXAMPLE TO DEMONSTRATE THE BENEFITS OF THE TRIPLE BOTTOM LINE: **PEOPLE, PLANET AND PAYBACK** THROUGH EDUCATION, CORPORATE CULTURE, AND PRACTICAL CONSTRUCTION SOLUTIONS.

THERESA LEHMAN

DIRECTOR, SUSTAINABLE SERVICES

LEED FELLOW, LEED AP BD+C, ID+C, WELL AP, FITWEL AMBASSADOR

Theresa has worked on over 90 projects valued at over $1 billion across many market segments that have been successfully awarded LEED, Fitwel, Parksmart, Fitwel Viral Response Module and WELL Health + Safety certifications. While third-party certification may not be a goal for your project, Theresa can provide unrivaled expertise in sustainable design and construction practices and assist the project team in identifying applicable incentive programs.

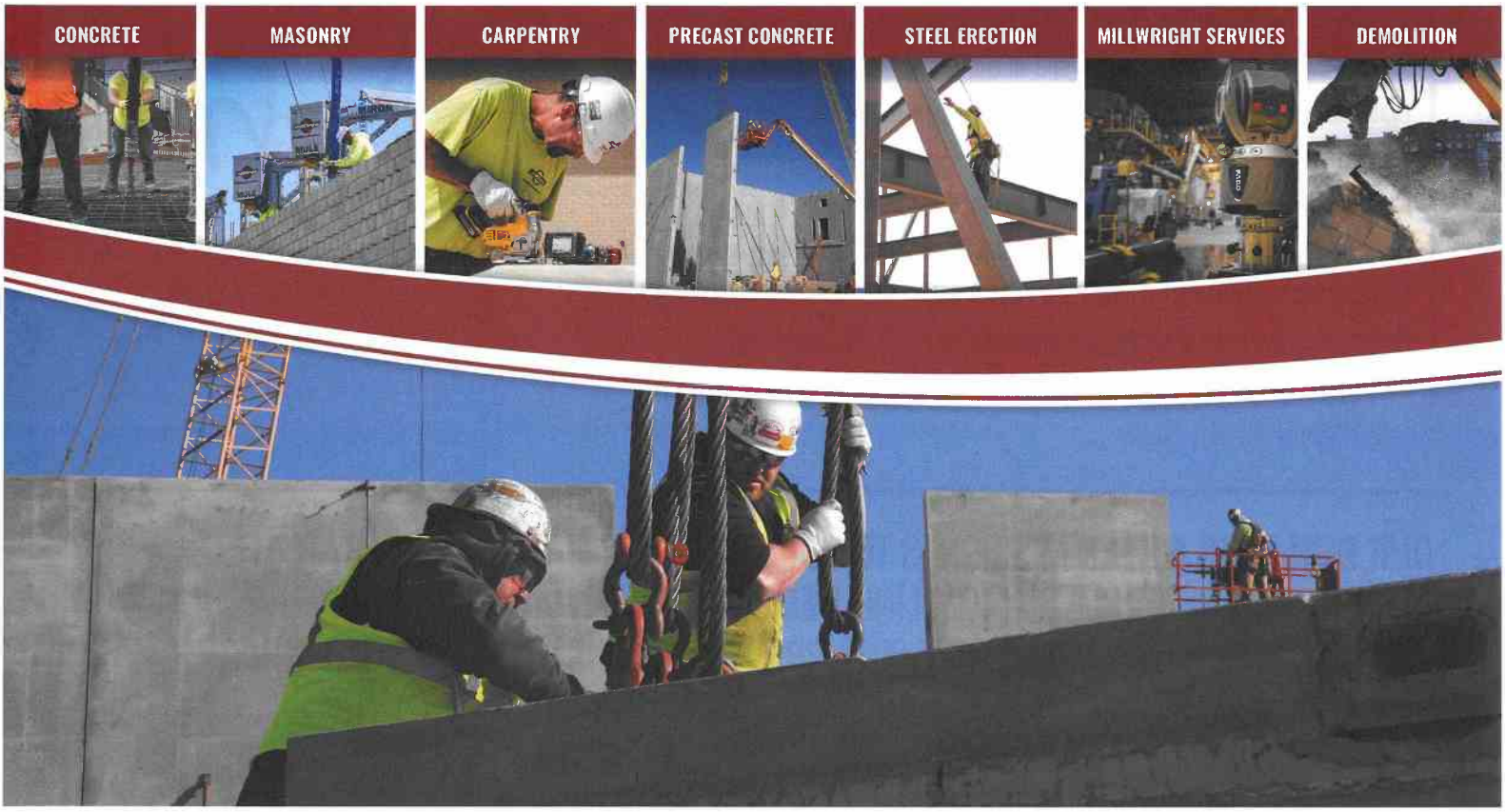
SELF-PERFORMANCE CAPABILITIES

Miron has the ability to self-perform selected construction activities, including concrete, carpentry, masonry, precast and steel erection, demolition, and heavy rigging. This experience gives us unique insight into material and labor costs and constructability. Because we competitively bid our self-perform work, we leverage our real-time productivity rates and material costs to assure our pricing is competitive in today's construction market.

Miron routinely employs more than 1,500 skilled craftspeople. This allows us the flexibility to assure our projects are properly staffed to handle the self-performed work.

SELF-PERFORMANCE **ADVANTAGES**:

- COST SAVINGS
- CONTROL OVER THE SCHEDULE
- QUALITY ASSURANCE
- INCREASED SAFETY
- EFFICIENT UTILIZATION OF CREWS AND EQUIPMENT



f. Identify any issue the City might have omitted in its understanding of this project, which may include the site's architectural, MEP, and civil engineering concerning separate engineering related to a precast system.

| OMISSION OF ISSUES IN PROJECT UNDERSTANDING

Miron does not see any issues that the City of De Pere omitted in its understanding of this project.

4 | PROJECT TIMELINE

a) Overview of the professional team's resources available to complete the services requested in the schedule outlined in the scope of services. The Proposer should illustrate to the City how they propose to approach the project and assemble the resources to meet each major element of the project).

| AVAILABLE TEAM RESOURCES

Miron has a large team behind the scenes ready to jump in on planning, preconstruction, and constructability reviews for the new De Pere Public Parking garage. From the time of award and kick-off, our resources are available to begin laying out a detailed schedule and setting important preconstruction milestones. To meet these goals, the team will be led by our customer executive, Kurt Wolfgram. As the leader of the preconstruction process, he also serves as the connector between preconstruction and the on-site construction team when its time to put a shovel in the ground.

Our approach to the project will begin with understanding the City of De Pere's needs with this ramp. This includes learning adjacent property impact, going through maintenance and service concerns/issues, and ensuring the project meets high quality standards while also being conscious of budget. Our road map to this will be in a detailed preconstruction milestone schedule (example schedule provided on the next page), which will be created early on with input from both the City of De Pere and your architectural partner.

b) Provide a proposed critical path Project Schedule that illustrates the total project time to complete the project. For these purposes, assume the schedule to begin using the information provided in the kickoff identified above, Anticipated Project Timeline, or c) The firm/team determines that the project cannot be completed in the timeline proposed in Section D, Anticipated Project Timeline. Provide a proposed Project Schedule with a detailed explanation of the total time needed to complete this project.

| PROPOSED PROJECT SCHEDULE

At this time, there are a lot of details and discussions required with the team to determine a detailed critical path schedule for the new City of De Pere Public Parking Garage. While we have a lot to review and decisions to make, Miron is confident that the new project can be completed in the timeline listed in the RFP, based on our project experience and history of constructing ramps similar to this one. At this point, Miron is very optimistic that the project can be completed in a 9 to 10-month timeframe. Key decisions that will drive this schedule will be understanding the direction on Parksmart certification, understanding how we handle accessibility for the parking garage (elevators and stairwells), and getting ahead of any long lead time items identified early in the preconstruction process. Our current assumption is that this ramp will be constructed of precast concrete members. From both a budget and schedule perspective, this will be the most efficient way to construct the concept shown in the study provided. Additional key factors required for consideration in the schedule include:

- **SOIL CONDITIONS AND FOUNDATION SYSTEM:** Given this is a site that had previous structures and activity, it will be important to understand our foundation system. Geotechnical reports can determine if any deep foundations systems are needed.
- **ADJACENT PROJECT MILESTONES:** Miron understands that construction will be happening adjacent to this property, and it will be important to coordinate activities for all projects. It's vital that material delivery, crane swinging path, and traffic patterns are reviewed and timed out to ensure safety for everyone on and around the project site.
- **MATERIAL PROCUREMENT:** Given this parking garage is multi-story, the team will need to ensure any conveying systems are decided in a timely matter to allow for material delivery. While we feel we can get all materials required within the dates listed inside the RFP, we will need to give extra attention to some that require longer delivery windows.

Preconstruction Milestone Schedule
Multiple Bid Packages

De Pere Parking Garage

12/13/2024

		Bid Package #1			
	Responsible	Task Duration	Milestone Date	Overall Phase Duration	Actual Date
PROJECT ALIGNMENT MEETING			1/22/2025		
PROGRAMMING AND CONCEPTUAL DESIGN COMPLETE					
SCHEMATIC DESIGN (30%)				69	
Develop Schematic Design Set	A/E	48			
Schematic Design Deliverable Complete/Due	A/E		3/11/2025		
Review Schematic Design Drawings and Basis of Design	Miron	7			
SCHEMATIC DESIGN MEETING #1(Miron Internal Meeting)	Miron		3/18/2025		
Review Comments Back to A/E	Miron				
Update Budget	Miron	14			
SCHEMATIC DESIGN MEETING #2 (Miron Internal Meeting)	Miron		4/1/2025		
Budget Review with Owner and Design Team	Miron				
DESIGN DEVELOPMENT (60%)				55	
Develop Design Development Set	A/E	34			
Design Development Deliverable Complete/Due	A/E		5/5/2025		
Review of Design Development Set	Miron	7			
DESIGN DEVELOPMENT MEETING #1 (Miron Internal Meeting)	Miron		5/12/2025		
Review Comments Back to A/E	Miron				
Update Budget	Miron	14			
DESIGN DEVELOPMENT MEETING #2 (Miron Internal Meeting)	Miron		5/26/2025		
Budget Review with Owner and Design Team	Miron				
CONSTRUCTION DOCUMENTS (90%)				46	
Develop 90% Construction Document Set	A/E	15			
Construction Documents 90% Complete/Due	A/E		6/10/2025		
Review of 90% CD Set	Miron	7			
90% CD MEETING #1 (Miron Internal Meeting)	Miron		6/17/2025		
Review Comments Back to A/E	Miron				
Update Budget	Miron	7			
90% CD MEETING #2 (Miron Internal Meeting)	Miron		6/24/2025		
Budget Review with Owner and Design Team	Miron				
Develop 100% Construction Document Set	A/E	7			
Construction Documents 100% Complete/Page Turn with Owner	A/E		7/1/2025		
100% Construction Documents Review	Miron	5			
Review Comments Back to A/E	Miron		7/6/2025		
Final Coordination and QC	A/E	5			
Final Bid Docs Due	A/E		7/11/2025		
BIDDING				46	
PRE-RELEASE MEETING (Miron Internal Meeting)	Miron				
Final Bid Docs Review and Adjust	Miron	10			
Bid Documents Posted	Miron		7/21/2025		
Bidding Period	Miron	21			
Addendum Due (minimum one week prior to bid due date)	A/E		8/4/2025		
Bids Due	Miron		8/11/2025		
Bidder Validation	Miron	10			
Review Bid Results with Owner	Miron	5	8/25/2025		
SEQUENCE and DURATION MEETING (Miron Internal Meeting)	Miron		8/18/2025		
Site Mobilization	Miron		9/1/2025		
Award Contracts to Subcontractors and Mobilize for Construction	Miron		9/1/2025		
START CONSTRUCTION			9/1/2025		
OVERALL CONSTRUCTION DURATION		290			
SUBSTANTIAL COMPLETION			6/18/2026		

5 | BUDGET

Submit a cost proposal that documents the hours and personnel for each task. These tasks shall include, at a minimum, the scope detail above. Include cost and staff hour tables, rates, and markups to calculate the summarized costs. Include a master spreadsheet that includes the total level of effort (staff hours) for each task. The spreadsheet shall list job classification (not individual), projected hours, pay rates, overhead factors, direct costs, and profit in separate columns. Subconsultants/ subcontractors who make up your team must also be included in the master spreadsheet.

De Pere Parking Garage
Cost Proposal
12/13/2024

CMaR Fee and Cost of Work Listing	FEE	FEE	Cost of Work			
Description	Precon. Fee $0 (No Charge)	CM Fee 2.50%	Construction Cost of Work (Div. 1 -33)	General Conditions ($29,700 / Month)	General Req.	Reimbursable
Principle in Charge	x	x				
Principal-In-Charge Vehicle / Fuel	x	x				
Project Executive / Customer Executive	x	x				
PE / CE Vehicle / Fuel	x	x				
Project Manager / Vehicle / Fuel	x			$8,400		
Project Superintendent / Vehicle / Fuel	x			$17,600		
Project Accountant				$1,200		
Document Controls Administrator				$900		
On-Site Project Office / Heat				$1,400		
Project Office / Phone / Fax / Supplies / Postage				$200		
Estimating	x	x				
Scheduling / Phasing	x	x				
Safety / Risk Manager	x	x				
General Superintendent	x	x				
Sustainability Services	x	x				
Value Engineering	x	x				
Constructability Reviews	x	x				
BIM / Virtual Construction Services		x				
Home Office Accounting / Secretarial		x				
Purchasing		x				
Legal		x				
Punch List		x				
Project Closeout / Owner Training		x				
Project photos		x				
Monthly Owner's report		x				
Construction Cost of Work (Division 1 - 33)			X			
Final Clean-up					x	
Equipment and Material Transportation						
Snow Removal					x	
Project Cleanup / Dumpsters					x	
Construction Aids (scaffolding, staging, ladders)			x			
General Liability Insurance			x			
Builder's Risk Insurance			x			
Performance and Payment Bond (If requested)			x			
Testing lab services			x			
Inspection Services			x			
Temporary Power					x	
Temporary Heat					x	
Temporary Water					x	
Temporary Toilets					x	
Project Storage Trailers			x			
Cranes and Hoists			x			
Signage					x	
Job Site Security					x	
Traffic Control					x	
Temporary Access Roads / Drives			x			
Equipment and Tools			x			
Blueprints / copies						x
Mailing / UPS						x
Building Permit						x

*NOTE: Parksmart Certification or administration fees are not included in our fee or costs.

| GENERAL CONDITIONS - CITY OF DE PERE PUBLIC PARKING GARAGE

DESCRIPTION	START	COMPLETION	STATUS	MONTHLY RATE	TOTAL (based on 10 mo. schedule)
Project Executive	January 2025	July 2026	Offsite	$0	Included
Customer Executive	January 2025	September 2025	Offsite	$0	Included
Project Manager	September 2025	July 2026	Onsite	$8400	$84,000
Project Superintendent	September 2025	July 2026	Onsite	$17,600	$176,000
Project Accountant	September 2025	July 2026	Onsite	$1,200	$12,000
Document Controls Admin.	September 2025	July 2026	Offsite	$900	$9,000
Travel					Not Needed
Sustainable Services / Parksmart Coordination	January 2025	July 2026	Offsite	Not Included	Anticipated 80 hrs Required
BIM Coordination	January 2025	July 2026		$0	Included
Misc. Supplies	September 2025	July 2026		$200	$2,000
Trailer and Supplies	September 2025	July 2026		$1,400	$14,000
Subtotal Cost					**$ 297,000**

Within our fee includes:

- Principal-In-Charge
- Risk Manager
- Director, Sustainable Services (if needed)
- Virtual Construction Lead

6 | REFERENCES

Attach a list of not less than three (3) projects on which your firm or team has provided Construction Management Services during the last five years, emphasizing the types of projects similar in nature and scope to the City's project. In addition, identify all projects in which your firm was engaged as the Construction Manager and specify whether such projects have been for a public or private entity.

CITY OF MADISON SOUTH LIVINGSTON STREET GARAGE*

JONATHAN EVANS | jevans@cityofmadison.com
Engineer 4 | CITY OF MADISON
**Only parking ramp in Wisconsin seeking Parksmart Certification*
| Project information provided in previous section.

RESCH EXPO CENTER

MARY KARDOSKEE | mkardoskee@ashwaubenon.com
Village President | VILLAGE OF ASHWAUBENON
| Project information provided in previous section.

MENASHA DOWNTOWN DEVELOPMENT BROAD STREET PARKING STRUCTURE

JOHN HOGERTY | jhogerty@bergstromauto.com
Executive Vice President & General Counsel | BERGSTROM CORPORATION

| Owner: Menasha Downtown Development, LLC.
| Size: 100,000 SF
| Completion: May 2016
| Description: This parking structure is adjacent to the new eight-story, 118,200 SF office tower, One Menasha Center. The structure provides three levels of much-needed spaces to accommodate 300 vehicles in the downtown area.

THE PALLADIUM OFFICE BUILDING & PARKING STRUCTURE

NANCY CONNOLLY | nconnolly@hammesco.com
President | HAMMES COMPANY

| Owner: Hammes Company
| Size: 93,390 SF
| Completion: December 2018
| Description: This new five-story office building, with its adjacent 337-vehicle parking structure, serves as the new corporate headquarters of the Hammes Company.

ADDITIONAL CONSTRUCTION MANAGEMENT MUNICIPAL EXPERIENCE

Miron Construction Co., Inc.

Project Name	Owner	City	State	Project	Completion
Ho-Chunk Beloit Casino, Hotel, and Conference Center	Ho-Chunk Nation	Beloit	WI	$515,000,000	1/14/2026
Bremer County Courthouse Addition and Renovation	Bremer County	Waverly	IA	$6,000,000	10/17/2025
Marathon County New Regional Forensic Science Center	Marathon County	Wausau	WI	$15,000,000	6/20/2025
North Central Health Care Campus Remodel of Building A & B	Marathon County	Wausau	WI	$13,000,000	3/1/2025
Elisha D. Smith Public Library Renovations	City of Menasha	Menasha	WI	$8,000,000	12/31/2024
Hannahville Indian Community Health Clinic & Government Services Building	Hannahville Indian Community	Wilson	MI	$29,000,000	8/30/2024
Bad River Band of Lake Superior Tribe of Chippewa Indians Health and Wellness Center Expansion/Renovation	Bad River Band of the Lake Superior Chippewa	Ashland	WI	$31,700,000	8/30/2024
Hiawatha Fire Station No. 2	City of Hiawatha	Hiawatha	IA	$6,500,000	8/1/2024
Shawano Municipal Utilities New Headquarters	Shawano Municipal Utilities	Shawano	WI	$10,100,000	7/9/2024
City of Waupaca Department of Public Works Facility	City of Waupaca	Waupaca	WI	$8,600,000	3/15/2024
Neenah Police Training Center	City of Neenah	Neenah	WI	$5,200,000	2/21/2024
North Central Health Care Campus Addition and Remodel	Marathon County	Wausau	WI	$12,800,000	10/31/2023
Sawyer County Courthouse Addition and Renovation	Sawyer County	Hayward	WI	$8,800,000	8/15/2023
Experience Greater Green Bay Visitor Center	Experience Green Bay Foundation	Green Bay	WI	$8,000,000	8/1/2023
Meskwaki Recreation Center	Meskwaki Nation	Tama	IA	$29,600,000	4/5/2023
Marshfield Utilities Facility Building	Marshfield Utilities	Marshfield	WI	$14,700,000	12/1/2022
Pepin County Highway Facility	Pepin County	Arkansaw	WI	$8,400,000	8/2/2021
Greenville Fire & Safety Building	Town of Greenville	Greenville	WI	$6,200,000	11/1/2020
City of Wausau Fire Station No. 2	City of Wausau	Wausau	WI	$5,400,000	4/3/2020
Waupaca County Highway Department Facility	Waupaca County	Waupaca	WI	$21,000,000	10/13/2019
Curative Connections Facility Renovation	Curative Connections	Green Bay	WI	$6,100,000	7/1/2019

7 | FINANCIAL STATEMENT

In lieu of a financial statement, provide a notarized representation that certifies that your organization and its underlying businesses have a sound financial standing and will provide all pertinent information regarding your financial status to the City, in confidence, if requested.

Nicolet
NATIONAL BANK

Nicoletbank.com

May 23, 2024

RE: Miron Construction Co., Inc.
PO Box 509
Neenah, WI 54957

To Whom It May Concern:

This memo is to inform you that Miron Construction Co., Inc. currently banks with Nicolet National Bank in Green Bay, Wisconsin, and has since January, 2005. The Company maintains a low-eight figure line of credit, with full availability, to be used for working capital borrowing needs. The Company also maintains depository accounts at Nicolet, with medium eight-figure average balances. All obligations have been handled satisfactorily and professionally.

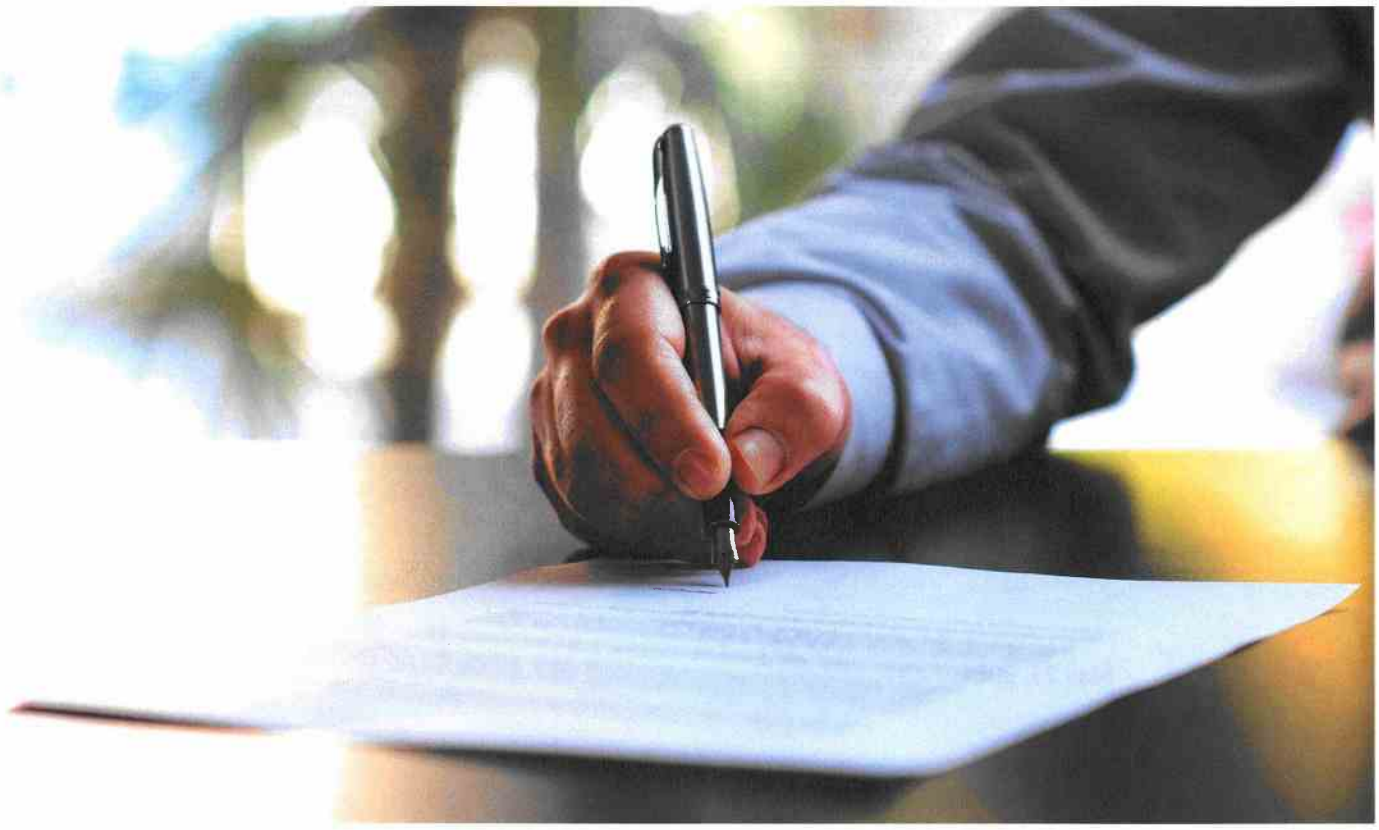
Miron Construction is one of our finest customers and should you have any questions or require additional information please feel free to contact me directly at (920) 430-7339.

Sincerely,

Eric M. Siudzinski
Senior Vice President

EMS/ajm

111 N Washington Street P O Box 23900 Green Bay WI 54305-3900 P 920-430-1400 F 920-430-7581



8 | INSURANCE AND LEGAL RESPONSIBILITIES

List the names and addresses of the insurance companies that have written commercial liability insurance policies for your organization and the projects listed in the experience section of this RFP during the past three (3) years.

| INSURANCE COMPANIES

Miron's current bonding capacity is $400 million per project with a potential overall capacity of $1.5 billion.

SURETY/BONDING COMPANY (CARRIER)

Zurich American Insurance Company
Harry Cusack, Underwriter | Large Contract Surety - Central
4 World Trade Center, 53rd Floor
150 Greenwich Street
New York, New York 10007
978.380.8767
harry.cusack@zurichna.com

SURETY/BONDING BROKER (REPRESENTATIVE)

Aon Risk Services, Inc. of WI
Brian Krause, Director of Surety
10700 Research Drive
Milwaukee, WI 53226
414.225.5393
brian.krause@aon.com

Joint ventures should list the insurers for the company or person expected to be the major owner of the joint venture. Has any insurance company paid on behalf of the persons or organizations covered? If so, indicate names and addresses of insurance companies, particulars of payment, and date(s).

| MATERIAL CLAIMS

There have been no material claims related to projects.

Is your firm now, or has it been, within the past five (5) years, involved in any legal action related to any projects? If yes, please explain in detail and identify any judgments entered in such action.

| LITIGATION

Miron Construction Co., Inc., prides itself on the relationships we build with our clients. We are proud of our ability to resolve the infrequent issues that arise in an alternative manner without engaging in legal action. Miron has not been involved in any arbitration or litigation in the last five years.

Also, provide all details of any declaration of default, non-conformance notices, or termination for cause against your firm with respect to such services.

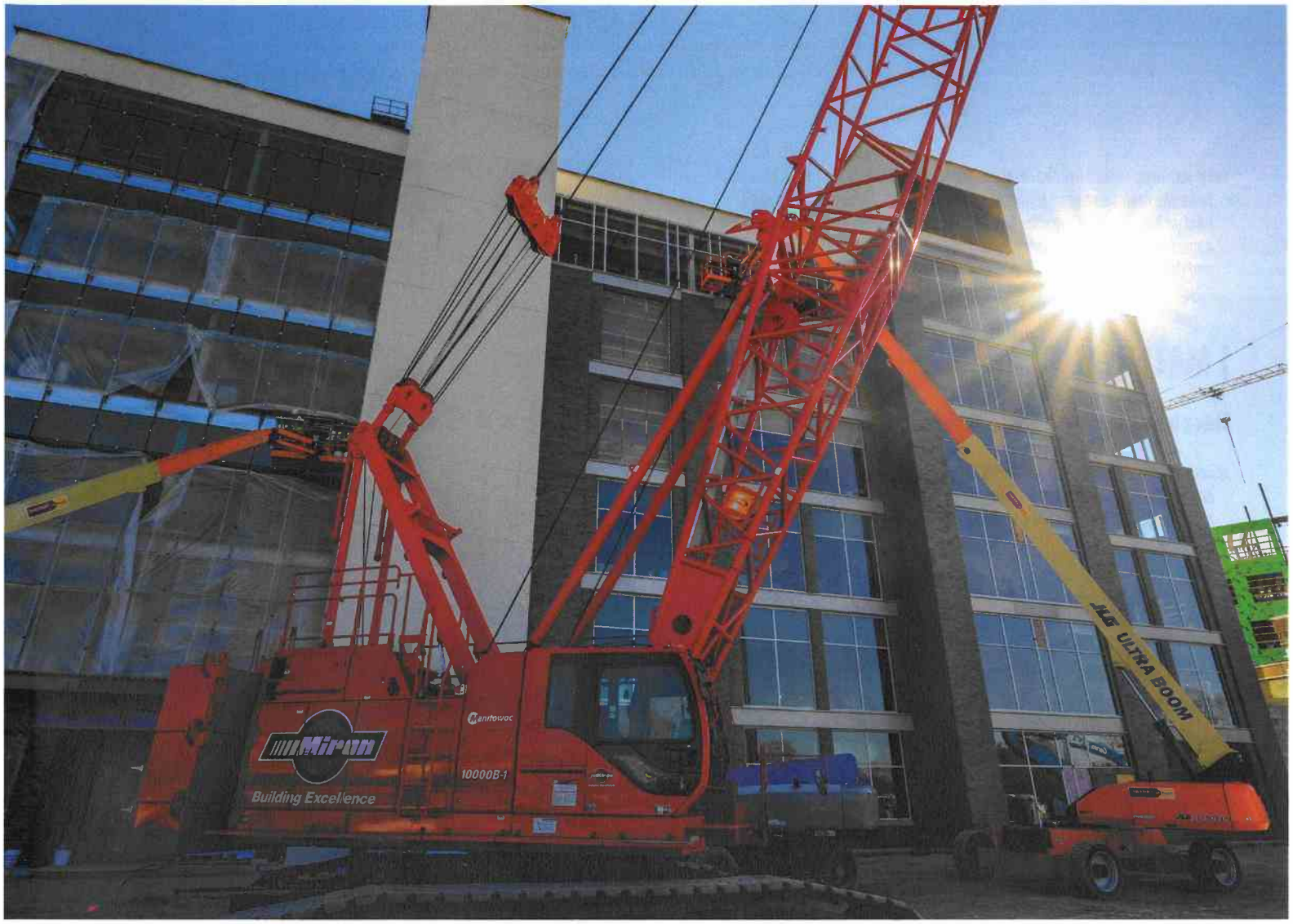
| DECLARATION OF DEFAULT, NON-CONFORMANCE OR TERMINATION

Miron has no declaration of default, non-conformance notices, or termination for cause against our firm.

In addition, state whether during the past five years your firm or sub-consulting firms have been suspended from either bidding or entering into any government contract.

| SUSPENSION FROM GOVERNMENT CONTRACTS

Miron has had no suspension from either bidding or entering into any goverment contracts.



9 | CONFLICT OF INTEREST

Disclose any potential conflict of interest including, but not limited to, familial relationships between members of the consulting team and elected officials or employees and/or employees of the City of De Pere.

Miron is not aware of any potential conflicts of interest with the CIty of De Pere.

STAY GROUNDED ¦ THINK BIG ¦ RALLY TOGETHER ¦ DIG DEEP ¦ BUILD LEGACIES

Miron

Building Excellence.

City of De Pere, Wisconsin **1.22**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Development Services
FROM:	Quasan Shaw, Community & Economic Development Specialist
SUBJECT:	Resolution #25-78 Authorizing Professional Services Agreement Change Order with Stantec Consulting Services Inc. (2535 Lawrence Drive).
RECOMMENDED ACTION:	Staff recommends to approve Phase II Change Order

See attached memo.

ATTACHMENTS:
CC Memo 07152025 Stantec Phase II ESA Proposal, Reso25-78, G+G Phase 2 ESA Proposal

CITY OF DE PERE
MEMO

To: De Pere Common Council
From: Quasan Shaw, Economic Development Planner
Date: July 15, 2025

RE: Consideration and Possible Action for Phase II environmental services for 2535 Lawrence Dr, De Pere WI.

Background: Stantec Consulting Services Inc. (Stantec) is providing the council with this proposal for environmental services for the G & G Rebuilders site located at 2535 Lawrence Dr (Site). This proposal is presented to address additional environmental site work needed for the blight condemnation. This scope of work is in addition to the previously completed Phase I environmental assessment.

Proposed Scope of Work: Stantec is recommending the following scope of work:

- Install up to twelve (12) borings to a maximum depth of 16 feet below ground surface. Soil samples will be collected from each boring for field classification and screening in two-foot intervals, with up to two (2) unsaturated soil samples from each boring submitted to an accredited laboratory to be analyzed for volatile organic compounds (VOCs), Resource Conservation Recovery Act (RCRA) metals, polycyclic aromatic hydrocarbons (PAHs), and/or polychlorinated biphenyls (PCBs). Temporary monitoring wells will be installed in up to six (6) completed borings.
- Groundwater samples will be collected from the temporary wells and submitted for laboratory analysis of VOCs, RCRA metals, PAHs, and/or PCBs.
- Temporary monitoring wells will be surveyed, and water table elevations tabulated.
- Correspondence with the City and WDNR as needed.
- Review and tabulate soil and groundwater sampling data.
- Prepare a Phase II Environmental Site Assessment (ESA) Report.

Uses of Funds Cost Summary: The total cost for environmental services is $27,750.00. Funding for the environmental services will be assigned to TID No. 12.

Recommendation: Staff recommends approval of the environmental services scope of work with contract approval contingent on final review and approval by City Attorney.

RESOLUTION #25-78

AUTHORIZING PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER BETWEEN
THE CITY OF DE PERE AND STANTEC CONSULTING SERVICES INC.
(2535 Lawrence Drive)

WHEREAS, the City and Stantec Consulting Services Inc. ("Stantec") are parties to a Master Services Agreement authorized by Resolution #24-44 to assist the City in creating a Brownfield Fund program, including program development; evaluation of catalyst Brownfield sites; assessment, remediation planning and onsite remediation work; and future grant application support, with funding allocated from the distribution of the former Revolving Loan Fund; and

WHEREAS, resulting from its work at one of the sites identified in the Master Agreement, 2535 Lawrence Drive, Stantec has recommended additional services for Phase II Environmental Site Assessment fieldwork, analysis and reporting, pursuant to the attached Change Order for additional services; and

WHEREAS, staff recommends approval of this additional environmental site work as it is necessary for the blight condemnation occurring at this site.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Development Services Director is authorized and directed to execute the Professional Services Agreement Change Order Between the City of De Pere and Stantec Consulting Services Inc. (Environmental Consulting Services) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

> All City officials, officers, employees, and agents 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 15th day of July, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____

Nays:_____

Stantec

PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

		Date	May 23, 2025
"STANTEC"	STANTEC CONSULTING SERVICES INC. 1165 Scheuring Road, De Pere, Wisconsin 54115 Ph: (920) 592-8400 Fx: (920) 592-8444 email: Lynelle.Caine@stantec.com	Stantec Project #	193711032
CLIENT	CITY OF DE PERE 335 South Broadway De Pere, WI 54115 Ph: (920)339-4043 email: dlindstrom@deperewi.gov	Client Project #	
Project Name and Location:	G&G REBUILDERS PHASE II ESA De Pere, Wisconsin Change Order #1 (See Attached Exhibit A)	Change Order #	No. 1

In accordance with the original Professional Services Agreement dated May 15, 2024 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

- See Attached Exhibit A, Approval of Additional Funds for Phase II ESA at the G&G Rebuilders Property

Effect on Schedule: Soil and groundwater sampling to be begin immediately upon approval to proceed.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

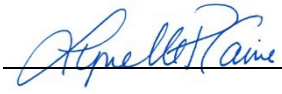
STANTEC CONSULTING SERVICES INC.		**CITY OF DE PERE**	
	Lynelle P. Caine Senior Project Manager Print Name and Title		Daniel Lindstrom Director of Development Services Print Name and Title
Signature		Signature	
Date Signed:	5-23-25	Date Signed:	

EXHIBIT A
APPROVAL OF ADDITIONAL FUNDS
City of De Pere – G&G Rebuilders, 2535 Lawrence Drive, De Pere, WI

Per our correspondence, Stantec Consulting Services Inc. has prepared this change order and is requesting approval of additional costs associated with the G&G Rebuilders Property located at 2535 Lawrence Drive, De Pere, Wisconsin (Site). The additional work to be completed at the Site includes the following:

- Install up to twelve (12) borings to a maximum depth of 16 feet below ground surface. Soil samples will be collected from each boring for field classification and screening in two-foot intervals, with up to two (2) unsaturated soil samples from each boring submitted to an accredited laboratory to be analyzed for volatile organic compounds (VOCs), Resource Conservation Recovery Act (RCRA) metals, polycyclic aromatic hydrocarbons (PAHs), and/or polychlorinated biphenyls (PCBs). Temporary monitoring wells will be installed in up to six (6) completed borings.
- Groundwater samples will be collected from the temporary wells and submitted for laboratory analysis of VOCs, RCRA metals, PAHs, and/or PCBs.
- Temporary monitoring wells will be surveyed and water table elevations tabulated.
- Correspondence with the City and WDNR as needed.
- Review and tabulate soil and groundwater sampling data.
- Prepare a Phase II Environmental Site Assessment (ESA) Report.

Consultant Services	
Conduct Phase II ESA Fieldwork, Report Prep and Correspondence	$12,750
Vehicle and Equipment	$ 250
Drilling Subcontractor	$5,400
Laboratory Analysis	$9,350
Probable Cost	**$27,750**

City of De Pere, Wisconsin **1.23**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Finance
FROM:	Pamela Manley, Finance Director
SUBJECT:	Resolution #25-79 Authorizing Parameters for 2025A G.O. Promissory Notes.
RECOMMENDED ACTION:	Approval of the request

Included is the updated listing of projects and costs approved at the June 10th Finance/Personnel Committee meeting. Justin Fischer with the City's borrowing firm of RW Baird will be present to review the 2025 financing plan and provide their recommendation regarding the resolutions included on this agenda. The notes would be tentatively sold the week of August 11th with closing September 4th. Please feel free to contact me with any questions prior to the meeting.

ATTACHMENTS:
Reso25-79, 2025 Updated Borrowing Request-6.5.25, prs plan of finance 07152025_de pere cy

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

July 15, 2025 **Resolution No.: 25-79**

A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $32,135,000 General Obligation Promissory Notes, Series 2025A, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of De Pere, Wisconsin (the "**Issuer**") makes the following findings and determinations:

1. The Issuer is in need of funds to finance the purchase of vehicles and equipment for the police, fire, public works, and parks departments; improvements to city hall, fire stations, community center, and other municipal buildings; expansion of the municipal services center; construction of yard waste sites and dumpster enclosures; Southbridge interchange design; the purchase of blighted property in the Issuer's Tax Incremental District No. 12; sewer and water infrastructure improvements; improvements to parks and public grounds, including, but not limited to, volleyball court improvements, boat ramp and dock repairs, signage replacement, playground replacement, and lighting; and construction of and improvements to streets, sidewalks, and related site preparation, design, traffic lights, traffic signs, and street lighting (collectively, the "**Project**").

2. The Governing Body now wishes to borrow the funds needed for the Project by selling and issuing its not to exceed $32,135,000 General Obligation Promissory Notes, Series 2025A (the "**Obligations**") pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes.

3. Robert W. Baird & Co. Incorporated (the "**Purchaser**"), or a group that it leads, has proposed to purchase the Obligations for a purchase price to be determined, which shall not be less than 98% or more than 110% of the principal amount of the Obligations to be issued, plus accrued interest, if any, to the date of delivery of the Obligations (the "**Purchase Price**").

4. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

5. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the capitalized terms defined in the recitals above, capitalized terms not otherwise defined in this resolution shall have the meanings set forth below unless the context requires another meaning.

"**Authorized Officer**" means the Financial Officer, or in such person's absence, the Mayor or the City Manager, each having the authority to act alone on behalf of the Issuer for purposes of Sections 4 and 14 hereof.

"**Book-Entry System**" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Agreement**" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"**Debt Service Fund Account**" has the meaning given in Section 16.

"**Depository**" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

"**DTC**" means The Depository Trust Company.

"**Financial Officer**" means the Issuer's Finance Director/Treasurer.

"**Fiscal Agent**" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10(2) of the Wisconsin Statutes.

"**Governing Body**" has the meaning given in the recitals to this resolution.

"**Issuer**" has the meaning given in the recitals to this resolution.

"**Municipal Officers**" means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

"**Obligations**" means the not to exceed $32,135,000 City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2025A, which are authorized to be issued pursuant to this resolution.

"**Original Issue Date**" means September 4, 2025 or such other date established for delivery of the Obligations pursuant to the Purchase Agreement.

"**Project**" has the meaning given in the recitals to this resolution.

"**Purchase Agreement**" means the note purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations and the final terms thereof as described in Section 14.

"**Purchase Price**" has the meaning set forth in the recitals to this resolution.

"**Purchaser**" has the meaning set forth in the recitals to this resolution.

"**Record Date**" means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

"**Recording Officer**" means the Issuer's Clerk.

"**Register**" means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

(i) The name and address of the registered owner of each Obligation.

(ii) All transfers of each Obligation.

"**Treasurer**" means the Issuer's Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

(i) *Exhibit A* — Form of Obligation.

(ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued, subject to the conditions set forth in Section 4. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the aggregate principal amount of not to exceed $32,135,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project, and to pay certain expenses of issuing the Obligations (including printing costs and fees for financial

consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named "City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2025A." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be $5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Purchaser will purchase the Obligations at the Purchase Price set forth in the Purchase Agreement.

The Obligations will bear interest from the Original Issue Date at the rates set forth in the Purchase Agreement pursuant to, and in compliance with, the terms set forth in this resolution and accepted by an Authorized Officer; *provided, however,* that (i) the true interest cost of the Obligations shall not exceed 5.00% (computed taking the Purchaser's compensation into account), (ii) actual debt service in any year does not exceed the amount levied for the same year in Section 15 hereof, and (iii) the difference between the offering price to the public for the Obligations and the Purchase Price to be paid to the Issuer for the Obligations shall not exceed 2.00% of the principal amount of the Obligations.

Interest will be due and payable on each March 1 and September 1 until the principal of the Obligations has been paid, beginning on March 1, 2026 or on such other date as set forth in the Purchase Agreement. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations.

The Obligations will mature on the dates and in the amounts shown in the following table; except that the principal amounts coming due each year below (i) may instead be mandatory sinking fund redemptions of term notes, and (ii) may be increased or decreased by up to $1,500,000 in each year and a maturity may be removed if the principal amount of such maturity is less than $1,500,000. The aggregate principal amount of the Obligations shall not exceed $32,135,000 and the table below assumes the Obligations are issued in that amount. The actual maturity schedule and interest rates per annum, within the parameters set forth in this Section, will be set forth in the Purchase Agreement and accepted by an Authorized Officer.

Maturity Date (September 1)	Principal Amount
2026	$2,925,000
2027	1,490,000
2028	1,595,000
2029	1,690,000
2030	1,780,000
2031	1,885,000
2032	1,985,000
2033	2,095,000
2034	2,215,000
2035	2,335,000
2036	1,170,000
2037	1,235,000
2038	1,300,000
2039	1,370,000
2040	1,455,000
2041	1,005,000
2042	1,065,000
2043	1,120,000
2044	1,180,000
2045	1,240,000

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with

DTC is terminated, then the Issuer may appoint a successor securities depository to maintain the Book-Entry System.

If on any date the Obligations are not being maintained in a Book-Entry System, then the Issuer will do the following:

(i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of $5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

(ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10(2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Purchase Agreement may specify that certain Obligations maturing on or after a certain date are subject to redemption at the Issuer's option before their stated maturity dates, in whole or in part, in the order of maturity selected by the Issuer, on a stated redemption date and on any date thereafter. If certain maturities of the Obligations are subject to such optional redemption, then the redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 in accordance with Sections 9 and 10 below, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

If the Purchase Agreement specifies that certain maturities of the Obligations are term notes and subject to partial mandatory sinking fund redemption, then the Obligations maturing on such dates shall be subject to partial mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on September 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the preceding paragraph), as set forth in the Purchase Agreement, consistent with Section 4 hereof.

Section 9. Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption Notices *Not* Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 14. Authorization of Sale of Obligations.

Each Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized and directed to obtain final pricing information from the Purchaser for the sale of the Obligations on behalf of the Issuer on a date deemed to be most advantageous to the Issuer by such Authorized Officer for the sale of the Obligations; *provided, however,* that such date shall not be later than October 20, 2025. The Authorized Officer shall reject the pricing information if it does not comply with the parameters set forth in Section 4 of this resolution.

Subject to the terms of this resolution, each Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized and directed to award the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations, such award to be evidenced by and effected by the execution of the Purchase Agreement. If the Purchase Agreement signed and presented by the Purchaser complies with the parameters set forth in this resolution, then an Authorized Officer is hereby authorized to approve and accept the Purchase Agreement, and an Authorized Officer, acting alone on behalf of the Issuer, is directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Purchase Agreement and this resolution. The Obligations shall be delivered to the Purchaser, or to the Fiscal Agent as DTC's FAST closing agent for credit to the Purchaser, upon payment by the Purchaser of the Purchase Price as required by this resolution.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

(i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them on the Original Issue Date.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by (i) the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year and (ii) any amount by which the actual debt service coming due in such year is less than the applicable levy amount set forth below. The tax for each year the levy is made will be in the following amounts:

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2025	$5,500,000.00	2035	$2,500,000.00
2026	4,000,000.00	2036	2,500,000.00
2027	4,000,000.00	2037	2,500,000.00
2028	4,000,000.00	2038	2,500,000.00
2029	4,000,000.00	2039	2,500,000.00
2030	4,000,000.00	2040	2,000,000.00
2031	4,000,000.00	2041	2,000,000.00
2032	4,000,000.00	2042	2,000,000.00
2033	4,000,000.00	2043	2,000,000.00
2034	4,000,000.00	2044	2,000,000.00

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which

such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund as provided in Section 67.10(3) of the Wisconsin Statutes. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (the "**Borrowed Money Fund**"). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, the costs of issuing the Obligations, and the costs of investing amounts in the Borrowed Money Fund, or (ii) transferred to the Debt Service Fund Account as provided by law.

Section 18. Official Statement.

The Mayor, the Financial Officer, and the City Manager of the Issuer (in consultation with the Purchaser) are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Preliminary Official Statement**") to be prepared and distributed prior to the sale of the Obligations and the execution of the Purchase Agreement. The Mayor and the Financial Officer are hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Issuer authorizes and directs a final offering document (the "**Official Statement**") to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially the form of the Preliminary Official Statement and shall include the final terms of the Obligations as set forth in the Purchase Agreement. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

(i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 22. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 23. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 24. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 25. Effective Date

This resolution takes effect upon its adoption and approval in the manner provided by law.

Adopted: July 15, 2025

Approved: July ___, 2025

_____

James G. Boyd, Mayor

_____

Carey E. Danen, City Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("**DTC**"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-___ $_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025A

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	September 1, 20__	_____, 2025	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1 until the Principal Amount has been paid, beginning on March 1, 2026. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the "**Obligations**") of the Issuer of an aggregate principal amount of $_____, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on July 15, 2025, entitled: "A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $32,135,000 General Obligation Promissory Notes, Series 2025A and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "**Book-Entry System**"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer under Section 67.10(2) of the Wisconsin Statutes (the "**Fiscal Agent**"), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date, by wire or other electronic money transfer or, by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**"). The Issuer and the Fiscal Agent may treat the person or entity in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after September 1, 20__ are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 20__ and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Obligations maturing on September 1 in the years 20__ and 20__ (the "**Term Notes**") are also subject to partial mandatory partial redemptions prior to their stated

maturity dates, by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**") the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Notes:

Term Notes Maturing September 1, 20___

Sinking Fund Redemption Date (September 1)	Principal Amount To be Redeemed
20__	$,000
20__	,000
20__ (Stated Maturity)	,000

Term Notes Maturing September 1, 20___

Sinking Fund Redemption Date (September 1)	Principal Amount To be Redeemed
20__	$,000
20__	,000
20__ (Stated Maturity)	,000]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the

principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior

to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

[SEAL]

And: _____
Carey E. Danen, City Clerk

CERTIFICATE OF AUTHENTICATION

Dated: _____, 2025

This Obligation is one of the Obligations described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF DE PERE, WISCONSIN RELATING TO NOTE SALE

On July 15, 2025, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin (the "City") authorized the borrowing of money through the issuance of notes and authorized certain City officials to enter into a purchase agreement relating to said borrowing. On _____, 2025 the City entered into a purchase agreement with a purchaser to whom the City agreed to sell its general obligation promissory notes in the principal amount of $_____. It is anticipated that the closing of the notes will be held on or about _____, 2025. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77(2) of the Wisconsin Statutes, which provides that (i) an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice, and (ii) the notice may not be published until after the issuer has entered into a contract for sale of the bond or other financing.

Publication Date: _____, 2025

/s/ Carey E. Danen
City Clerk

CERTIFICATIONS OF CLERK

I, Carey E. Danen, certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the "**Governing Body**"), and that attached to this certificate is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $32,135,000 General Obligation Promissory Notes, Series 2025A, and All Related Details

I further certify as follows:

1. **Meeting Date**. On July 15, 2025, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On July ____, 2025 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media**. On July ____, 2025 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.

4. **Open Meeting Law Compliance**. The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. The meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on July ____, 2025, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice**. I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the Municipality's official newspaper as specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on July _____, 2025.

_____
Carey E. Danen, City Clerk

[SEAL]

City of De Pere, Wisconsin

Projects	ORIGINAL REQUEST Borrowing	ORIGINAL REQUEST Borrowing - TIDs	UPDATED REQUEST Borrowing	UPDATED REQUEST Borrowing - Other	Comments
General Government					
Elections - Replace Voting Tabulators (5)	50,000		0		County Board to discuss purchasing for Municipalities
Finance - Replace ERP Software System	500,000		0		Postpone until 2026
City Hall - 1st floor City Hall Remodel	300,000		780,000		Going out to bid for construction (est. $680,000), approve @ July. Furtniture quote not yet received
Total General Government	**850,000**	**0**	**780,000**	**0**	
Public Safety					
Police - Replace Department Handguns	23,000		23,000		Per Chief Muraski
Police - Remodel and Expand Officer's Workspace	23,000		25,000		Increased Material Costs-Per Chief Muraski
Police - Replace Fleet (6) and Handheld (6) Radios	60,000		51,600		Per Chief Muraski
Police - Replace Admin Vehicle (1) and Detective Squad (1)	95,000		95,000		Per Chief Muraski
Police - Replace School Resource and Community Police Officer Squads (3)	231,900		231,900		Per Chief Muraski
Fire - Replace PPE	50,000		50,000		Per Lea Taylor
Fire - Replace Thermal Imaging Cameras (2)	15,000		14,210		Project Completed per Lea Taylor
Fire - Purchase Power Stair Chairs (2)	30,000		28,640		Project Completed per Lea Taylor
Fire - Replace Boat Foam Collar System	36,000		36,000		Per Lea Taylor
Fire - Replace Hose and Nozzles	177,000		177,000		Per Lea Taylor
Fire - Station #2 Storage Building	68,000		68,000		Addition approved 3/18/25 + $150,000 from 2024.
Building Inspection - Purchase Truck	45,000		38,400		Per Tom B.-already purchased
Total Public Safety	**853,900**	**0**	**838,750**	**0**	
Public Works					
Engineering - Replace Truck #32	15,000		12,000		Per Tom B.
Engineering - Replace Truck #37	15,000		12,000		Per Tom B.
MSC - MSC Expansion	25,000,000		15,000,000		Per Scott-Remaining to be borrowed in 2026
Snow & Ice - Replace Truck #70	300,000		300,000		Per Tom B.
Snow & Ice - Replace Truck #72	300,000		300,000		Per Tom B.
Snow & Ice - Retrofit Truck #22 with Salt Brine Equipment	25,000		15,000		Per Tom B.
Street Maintenance - Replace Truck #53	80,000		50,000		Per Tom B.
Street Maintenance - Purchase Concrete Grinder	15,000		15,780		Per Tony Fietzer
Traffic Signs & Markings - Replace Flashing Pedestrian Signs at Third and Main	25,000		25,000		Per Tom B.
Traffic Signs & Markings - Purchase Sign Message Boards (2)	50,000		37,702		Per Tom B.-purchased already
Street Lighting - Replace Decorative and Regular Street Light Poles and Fixtures	50,000		50,000		Per Scott
Street Lighting - Replace Brackets for Street Light Banners	10,000		10,000		Per Scott
Street Lighting - Replace WPS Owned Decorative Street Light Fixtures	30,000		12,875		Partially paid for using 2024 operating.
Traffic Lights - Replace Traffic Signal Cameras/Install Audible Push Buttons at Merrill & Bdwy	50,000		50,000		Per Scott
Brush Collection - Construct Yard Waste Sites (2)	3,000,000		800,000		$700,000 for Commerce Drive. Added $100,000 for utility construction on American late fall. Per Eric R.
Garbage/Refuse Collection - Replace Garbage Truck #87	375,000		375,000		Per Tom B., includes trade-in price reduction
Recycling - Mill Alley Dumpster Enclosure	70,000		0		Postponed until 2026 per department
Planning - TID 7 Downtown Strategic Vision		25,000		0	Remove and use $25,000 from Unspent Bond Proceeds.
Planning - TID 7 Development Rebate		260,000		1,770,000	Salt Box and Tile and Stone Relocation (less 80,000 of unspect borrowing)
Planning - TID 9 Downtown Strategic Vision		25,000		0	Remove and use $25,000 from Unspent Bond Proceeds.
Planning - TID 9 Development Rebate		260,000		0	Remove, use unspent bond proceeds
Planning - TID 10 Stormwater Pond Trail		500,000		0	Remove - Moved to 2026 Budget
Planning - TID 10 Development Rebate		200,000		0	Remove - None
Planning - TID 11 West Industrial Park Railroad Spur Inspection & Maintenance		22,500		0	Remove - Move to Annual Cash Flow
Planning - TID 11 Development Rebate		300,000		28,955	Wolter Development Agreement (320,000 less outstanding)
Planning - TID 12 American Boulevard Extension and Stormwater		1,950,000		1,950,000	Per Budget
Planning - TID 12 Garroman Drive Extension		250,000		243,490	Reduce by unspent bond proceeds
Planning - TID 12 SW Neighborhood Phase 1		1,500,000		0	Postponed until 2026 per department
Planning - TID 12 Property Acquisition		300,000		200,000	G&G Rebuilders Est.
Planning - TID 12 West Industrial Park Railroad Spur Inspection & Maintenance		22,500		0	Remove - Move to Annual Cash Flow
Planning - TID 12 Development Rebate		300,000		40,000	Badgerland Supply
Planning - TID 13 Development Rebate		300,000		0	Remove - None
Planning - TID 14 Development Rebate		215,000		0	Remove - None
Planning - TID 15 I-41 Sign Replacement		115,000		102,000	F&P 5/13/2025 (Not in budget)
Planning - TID 15 Employers Blvd/Preserve Infrastructure		1,200,000		1,560,000	F&P 5/13/2025
Planning - TID 15 Development Rebate		300,000		0	None
Planning - TID 17 Development Rebate		3,500,000		3,500,000	Amerilux (Grant 1 of 2, Grant 2 in Sept 2026)
Planning - TID 17 Profit Place Revision		200,000		200,000	Per Budget
Planning - TID 18 Downtown Strategic Vision		25,000		25,000	Per Budget
Planning - TID 18 Parking Ramp	1,162,500	6,587,500		6,500,000	Balance in 2026 after bidding
Planning - TID 18 Wisconsin and William Street Reconstruction		500,000		641,030	675 LN FT x $1000 per ($675,000-33970 current outstanding)

City of De Pere, Wisconsin

Projects	ORIGINAL REQUEST Borrowing	ORIGINAL REQUEST Borrowing - TIDs	UPDATED REQUEST Borrowing	UPDATED REQUEST Borrowing - Other	Comments
Planning - TID 8 Southbridge Interchange Segment 1		100,000		0	Use existing unspent borrowing
Planning - TID 15 Southbridge Interchange Segment 1		3,500,000		3,500,000	GV-14 Construction - Assuming BC and DP revised agreements 10BC/90DP
Planning - TID 11 Southbridge Interchange Segment 2		178,375		116,604	GV-15 Acquisition (2025 budget less outstanding funds - $61,770.65)
Planning - TID 12 Southbridge Interchange Segment 2		535,125		535,125	GV-15 Design
Planning - TID 11 Southbridge Interchange Segment 3		400,000		272,800	GV-16 Design
Planning - TID 17 Southbridge Interchange Segment 3		0		127,200	GV-16 Design
Planning - Southbridge Interchange Segment 4 (GV-17)		0	40,500		
Planning - Southbridge Interchange Segment 5 (GV-18)		0	100,000		
Total Public Works & TID	**30,572,500**	**18,857,500**	**17,205,857**	**21,312,204**	
Parks & Recreation					
Community Center - Replace Countertops, Sill and Ledges	50,000		50,000		Per Marty
Community Center - Replace AC Unit	140,000		140,000		Per Marty
Parks & Public Lands - Legion, VFW and Jim Martin Sand Volleyball Court Update	9,000		9,000		Per Marty
Parks & Public Lands - Rainbow Park Playground Replacement	150,000		150,000		Per Marty
Parks & Public Lands - ADA Sidewalk and Hard Surface Replacement	25,000		25,000		Per Marty
Parks & Public Lands - Crackfilling and Sealcoating	25,000		25,000		Per Eric R.
Parks & Public Lands - Voyageur Park Accessibility Repairs to Dock, Pathway, Shoreline	225,000		225,000		Per Marty
Parks & Public Lands - Voyageur Park Dumpster Enclosure	75,000		30,000		Project changed to a truck insert for garbage collection
Parks & Public Lands - VFW Softball Building Door Replacement	6,000		6,000		Per Marty
Parks & Public Lands - VFW Shelter #2 Roof Replacement	11,000		4,209		Per Tom B.
Parks & Public Lands - Braisher Park Shelter Roof Replacement	13,000		7,471		Per Tom B.
Parks & Public Lands - Nelson Pavillion Lower Level/Bowl Area Step Installation	16,000		0		Grant received by Definitely De Pere from Brown County includes this project.
Parks & Public Lands - Patriot Park Sign Replacement	7,000		7,467		Actual Cost
Boat Ramps - Perkofski Boat Launch Ticket Machine Replacement	20,000		20,000		Per Marty
Boat Ramps - Voyageur Park Dock Repair/Replacement	15,000		15,000		Per Marty
Parks Equip/Veh Maintenance - Bucket Truck Refabrication	135,000		135,000		Per Tom B.
Parks Equip/Veh Maintenance - Robotic Mower Purchase	7,000		6,938		Actual Cost
Parks Equip/Veh Maintenance - Mower #307 Replacement	40,000		40,000		Per Marty
Parks Equip/Veh Maintenance - Admin Vehicle Purchase	50,000		45,000		Per Tom B.
Parks Equip/Veh Maintenance - Car #11 Replacement	50,000		41,040		Per Tom B.
Parks Equip/Veh Maintenance - Truck #207 Replacement	75,000		63,715		Per Tom B.
Parks Equip/Veh Maintenance - Truck #7 Replacement	45,000		41,500		Per Tom B., includes tool box and $1,250 trade-in
Parks Equip/Veh Maintenance - New Chipper	98,200		98,200		Council approved 5/20/25
Total Parks & Recreation	**1,287,200**	**0**	**1,185,540**	**0**	
Street Management					
Crackfilling/Patching - Various	270,000		270,000		Per Eric R.
Sidewalks	115,000		115,000		Per Eric R.
Concrete Street Rehabilitation	575,000		400,000		Reduced based on bids-Eric R.
Merrill Street Reconstruction	535,000		0		Postponed-Eric R.
Northeast Street Reconstruction	960,000		760,000		Reduced based on bids-Eric R.
Main Avenue and Reid Street Pavement Replacement Design	50,000		50,000		Per Eric R.
Broadway Pavement Resurface	13,800		13,800		Per Eric R.
Alley Reconstruction	56,000		40,000		Reduced based on bids-Eric R.
Total Street Management	**2,574,800**	**0**	**1,648,800**	**0**	
Water Utility					
Water Main Relay - Misc		1,000,000		1,000,000	
Total Water Utility	**0**	**1,000,000**	**0**	**1,000,000**	
TOTALS - CAPITAL PROJECTS	**$ 36,138,400**	**$ 19,857,500**	**$ 21,658,947**	**$ 22,312,204**	
		$ 55,995,900		**$ 43,971,151**	

City of De Pere

City Council Meeting - 2025 Plan of Finance

July 15, 2025

Justin A. Fischer, Managing Director

jfischer@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827

City of De Pere

City Council Meeting - 2025 Plan of Finance

July 15, 2025

Borrowing/Structure/Purpose

Estimated Size:	$32,135,000	$5,860,000	$7,225,000
Issue:	General Obligation Promissory Notes, Series 2025A (the "Series 2025A Notes")	Taxable General Obligation Promissory Notes, Series 2025B (the "Series 2025B Notes")	Note Anticipation Notes, Series 2025C (the "Series 2025C Notes")

Purpose:	• Fund 2025 CIP
	  ○ Levy Supported Projects
	  ○ TID 11 Projects
	  ○ TID 12 Projects
	  ○ TID 15 Projects
	  ○ TID 17 Projects
	  ○ TID 18 Projects
	  ○ Water Supported Projects
		• Fund 2025 CIP
		  ○ TID 7 Projects
		  ○ TID 11 Projects
		  ○ TID 12 Projects
		  ○ TID 17 Projects
		• Capitalized Interest through 2027 (TID 17 Only)
			• Fund 2025 CIP
			  ○ TID 18 (Parking Ramp)
			• Capitalized Interest through 2027 (TID 18)

Structure:	Matures September 1, 2026 – 2045	Matures September 1, 2026 – 2040	Matures September 1, 2030
First Interest:	March 1, 2026	March 1, 2026	March 1, 2026
Preliminary Call Date:	September 1, 2034 or any date thereafter	September 1, 2034 or any date thereafter	September 1, 2028 or any date thereafter
Estimated Interest Rate:	4.75%	5.75%	4.75%
Not-to-Exceed Interest Rate (Parameter):	*5.00%*	*6.00%*	*5.00%*
Not-to-Exceed Par Amount (Parameter):	*$32,135,000*	*$5,900,000*	*$7,300,000*

City of De Pere

City Council Meeting - 2025 Plan of Finance

July 15, 2025

Tentative Timeline

- Finance/Personnel Committee considers Plan of Finance and Parameters Resolutions for the Notes ..... July 8, 2025

- Preparations are made for issuance ..... Ongoing
  - ✓ Official Statement
  - ✓ Moody's Rating
  - ✓ Marketing

- City Council considers Finance/Personnel Committee recommendation and adopts Parameters Resolutions ..... July 15, 2025

  A Parameters Resolution defines a narrow set of parameters for the issuance of the Series 2025A Notes, Series 2025B Notes, and Series 2025C Notes (collectively, the "Notes"). Provides additional flexibility to lock-in long-term interest rates between Council meeting dates and when timing is optimal.

  - Authority for final sign-off on the sale of the Notes, within designated parameters, is delegated to the Finance Director, or in her absence, the Mayor or City Manager (each an "Authorized Officer").

- Tentative Sale of Notes (target week to finalize terms and interest rates) ..... Week of August 11, 2025

  Designated parameters established in Parameters Resolutions are met.

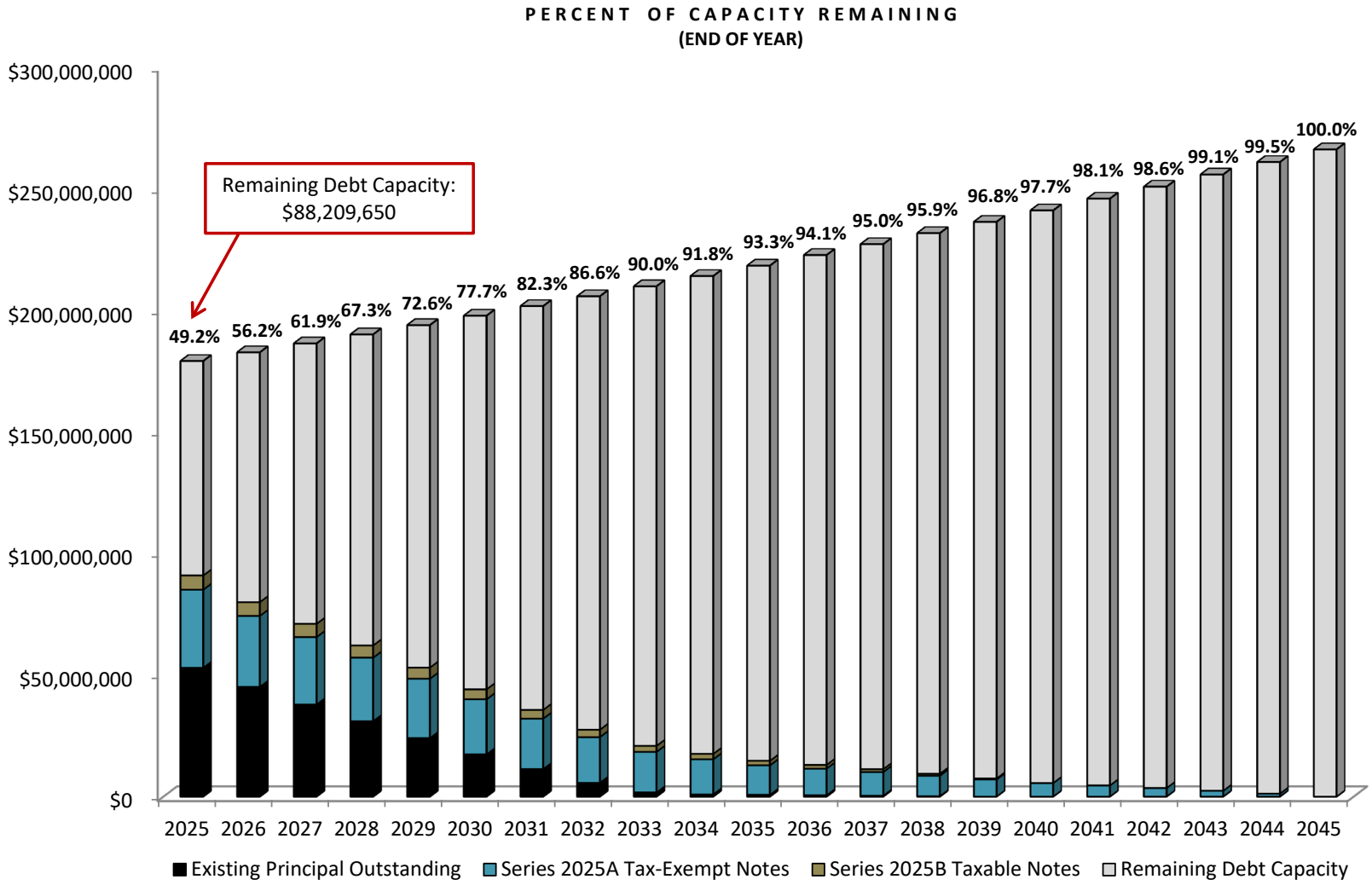
- Closing (funds available) ..... September 4, 2025

City of De Pere

City Council Meeting - 2025 Plan of Finance

July 15, 2025

General Obligation Borrowing Capacity (5% of Equalized Valuation)



Note: Future capacity based on the 2024 Equalized Valuation (TID-IN) of $3,584,193,000 with annual growth of 2.00% (beginning in 2026 & annually thereafter).

City of De Pere, Wisconsin **1.24**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Finance
FROM:	Pamela Manley, Finance Director
SUBJECT:	Resolution #25-80 Authorizing Parameters for 2025B Taxable General Obligation Promissory Notes.
RECOMMENDED ACTION:	Approval of the request

ATTACHMENTS:
Reso25-80

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

July 15, 2025 **Resolution No.: 25-80**

A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $5,900,000 Taxable General Obligation Promissory Notes, Series 2025B, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of De Pere, Wisconsin (the "**Issuer**") makes the following findings and determinations:

1. The Issuer is in need of funds to finance development rebates in the Issuer's Tax Incremental District Numbers 7, 11, 12, and 17 (collectively, the "**Project**").

2. The Governing Body now wishes to borrow the funds needed for the Project by selling and issuing its not to exceed $5,900,000 Taxable General Obligation Promissory Notes, Series 2025B (the "**Obligations**") pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes.

3. Robert W. Baird & Co. Incorporated (the "**Purchaser**"), or a group that it leads, has proposed to purchase the Obligations for a purchase price to be determined, which shall not be less than 98% or more than 105% of the principal amount of the Obligations to be issued, plus accrued interest, if any, to the date of delivery of the Obligations (the "**Purchase Price**").

4. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

5. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the capitalized terms defined in the recitals above, capitalized terms not otherwise defined in this resolution shall have the meanings set forth below unless the context requires another meaning.

"**Authorized Officer**" means the Financial Officer, or in such person's absence, the Mayor or the City Manager, each having the authority to act alone on behalf of the Issuer for purposes of Sections 4 and 14 hereof.

"**Book-Entry System**" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Agreement**" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"**Debt Service Fund Account**" has the meaning given in Section 16.

"**Depository**" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

"**DTC**" means The Depository Trust Company.

"**Financial Officer**" means the Issuer's Finance Director/Treasurer.

"**Fiscal Agent**" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10(2) of the Wisconsin Statutes.

"**Governing Body**" has the meaning given in the recitals to this resolution.

"**Issuer**" has the meaning given in the recitals to this resolution.

"**Municipal Officers**" means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

"**Obligations**" means the not to exceed $5,900,000 City of De Pere, Wisconsin Taxable General Obligation Promissory Notes, Series 2025B, which are authorized to be issued pursuant to this resolution.

"**Original Issue Date**" means September 4, 2025 or such other date established for delivery of the Obligations pursuant to the Purchase Agreement.

"**Project**" has the meaning given in the recitals to this resolution.

"**Purchase Agreement**" means the note purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations and the final terms thereof as described in Section 14.

"**Purchase Price**" has the meaning set forth in the recitals to this resolution.

"**Purchaser**" has the meaning set forth in the recitals to this resolution.

"**Record Date**" means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

"**Recording Officer**" means the Issuer's Clerk.

"**Register**" means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

(i) The name and address of the registered owner of each Obligation.

(ii) All transfers of each Obligation.

"**Treasurer**" means the Issuer's Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

(i) *Exhibit A* — Form of Obligation.

(ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued, subject to the conditions set forth in Section 4. The Obligations will be fully registered, negotiable, taxable general obligation promissory notes of the Issuer in the aggregate principal amount of not to exceed $5,900,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project, to pay capitalized interest, and to pay certain expenses of issuing the Obligations

(including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named "City of De Pere, Wisconsin Taxable General Obligation Promissory Notes, Series 2025B." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be $5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Purchaser will purchase the Obligations at the Purchase Price set forth in the Purchase Agreement.

The Obligations will bear interest from the Original Issue Date at the rates set forth in the Purchase Agreement pursuant to, and in compliance with, the terms set forth in this resolution and accepted by an Authorized Officer; *provided, however,* that (i) the true interest cost of the Obligations shall not exceed 6.00% (computed taking the Purchaser's compensation into account), (ii) actual debt service in any year does not exceed the amount levied for the same year in Section 15 hereof, and (iii) the difference between the offering price to the public for the Obligations and the Purchase Price to be paid to the Issuer for the Obligations shall not exceed 2.00% of the principal amount of the Obligations.

Interest will be due and payable on each March 1 and September 1 until the principal of the Obligations has been paid, beginning on March 1, 2026 or on such other date as set forth in the Purchase Agreement. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations.

The Obligations will mature on the dates and in the amounts shown in the following table; except that the principal amounts coming due each year below (i) may instead be mandatory sinking fund redemptions of term notes, and (ii) may be increased or decreased by up to $400,000 in each year and a maturity may be removed if the principal amount of such maturity is less than $400,000. The aggregate principal amount of the Obligations shall not exceed $5,900,000 and the table below assumes the Obligations are issued in that amount. The actual maturity schedule and interest rates per annum, within the parameters set forth in this Section, will be set forth in the Purchase Agreement and accepted by an Authorized Officer.

Maturity Date (September 1)	Principal Amount
2026	$200,000
2027	200,000
2028	435,000
2029	460,000
2030	480,000
2031	505,000
2032	530,000
2033	560,000
2034	315,000
2035	325,000
2036	340,000
2037	350,000
2038	375,000
2039	400,000
2040	425,000

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint a successor securities depository to maintain the Book-Entry System.

If on any date the Obligations are not being maintained in a Book-Entry System, then the Issuer will do the following:

(i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of $5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

(ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10(2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Purchase Agreement may specify that certain Obligations maturing on or after a certain date are subject to redemption at the Issuer's option before their stated maturity dates, in whole or in part, in the order of maturity selected by the Issuer, on a stated redemption date and on any date thereafter. If certain maturities of the Obligations are subject to such optional redemption, then the redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 in accordance with Sections 9 and 10 below, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

If the Purchase Agreement specifies that certain maturities of the Obligations are term notes and subject to partial mandatory sinking fund redemption, then the Obligations maturing on such dates shall be subject to partial mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on September 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the preceding paragraph), as set forth in the Purchase Agreement, consistent with Section 4 hereof.

Section 9. Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the

Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption Notices *Not* Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed

redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 14. Authorization of Sale of Obligations.

Each Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized and directed to obtain final pricing information from the Purchaser for the sale of the Obligations on behalf of the Issuer on a date deemed to be most advantageous to the Issuer by such Authorized Officer for the sale of the Obligations; *provided, however,* that such date shall not be later than October 20, 2025. The Authorized Officer shall reject the pricing information if it does not comply with the parameters set forth in Section 4 of this resolution.

Subject to the terms of this resolution, each Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized and directed to award the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations, such award to be evidenced by and effected by the execution of the Purchase Agreement. If the Purchase Agreement signed and presented by the Purchaser complies with the parameters set forth in this resolution, then an Authorized Officer is hereby authorized to approve and accept the Purchase Agreement, and an Authorized Officer, acting alone on behalf of the Issuer, is directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Purchase Agreement and this resolution. The Obligations shall be delivered to the Purchaser, or to the Fiscal Agent as DTC's FAST closing agent for credit to the Purchaser, upon payment by the Purchaser of the Purchase Price as required by this resolution.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

(i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them on the Original Issue Date.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by (i) the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year and (ii) any amount by which the actual debt service coming due in such year is less than the applicable levy amount set forth below. The tax for each year the levy is made will be in the following amounts:

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2025	$1,000,000.00	2033	$1,000,000.00
2026	1,000,000.00	2034	1,000,000.00
2027	1,500,000.00	2035	1,000,000.00
2028	1,500,000.00	2036	1,000,000.00
2029	1,500,000.00	2037	1,000,000.00
2030	1,500,000.00	2038	1,000,000.00
2031	1,500,000.00	2039	1,000,000.00
2032	1,500,000.00		

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund as provided in Section 67.10(3) of the Wisconsin Statutes. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (the "**Borrowed Money Fund**"). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, capitalized interest, the costs of issuing the Obligations, and the costs of investing

amounts in the Borrowed Money Fund, or (ii) transferred to the Debt Service Fund Account as provided by law. The portion of the proceeds of the Obligations that has been appropriated to pay capitalized interest on the Obligations will be held in the Borrowed Money Fund until needed to pay interest on the Obligations, on which date the necessary amount will be transferred to the Debt Service Fund Account and applied to the required interest payment.

Section 18. Official Statement.

The Mayor, the Financial Officer, and the City Manager of the Issuer (in consultation with the Purchaser) are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Preliminary Official Statement**") to be prepared and distributed prior to the sale of the Obligations and the execution of the Purchase Agreement. The Mayor and the Financial Officer are hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Issuer authorizes and directs a final offering document (the "**Official Statement**") to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially the form of the Preliminary Official Statement and shall include the final terms of the Obligations as set forth in the Purchase Agreement. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

(i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 22. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 23. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 24. Effective Date

This resolution takes effect upon its adoption and approval in the manner provided by law.

Adopted: July 15, 2025

Approved: July ___, 2025

_____
James G. Boyd, Mayor

_____
Carey E. Danen, City Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("**DTC**"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-___ $_____

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025B

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	September 1, 20__	_____, 2025	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1 until the Principal Amount has been paid, beginning on March 1, 2026. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the "**Obligations**") of the Issuer of an aggregate principal amount of $_____, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on July 15, 2025, entitled: "A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $5,900,000 Taxable General Obligation Promissory Notes, Series 2025B and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "**Book-Entry System**"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer under Section 67.10(2) of the Wisconsin Statutes (the "**Fiscal Agent**"), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date, by wire or other electronic money transfer or, by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**"). The Issuer and the Fiscal Agent may treat the person or entity in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after September 1, 20__ are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 20__ and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Obligations maturing on September 1 in the years 20__ and 20__ (the "**Term Notes**") are also subject to partial mandatory partial redemptions prior to their stated

maturity dates, by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**") the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Notes:

Term Notes Maturing September 1, 20___

Sinking Fund Redemption Date (September 1)	Principal Amount To be Redeemed
20__	$,000
20__	,000
20__ (Stated Maturity)	,000

Term Notes Maturing September 1, 20___

Sinking Fund Redemption Date (September 1)	Principal Amount To be Redeemed
20__	$,000
20__	,000
20__ (Stated Maturity)	,000]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the

principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior

to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

[SEAL]

And: _____
Carey E. Danen, City Clerk

CERTIFICATE OF AUTHENTICATION

Dated: _____, 2025

This Obligation is one of the Obligations described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE
CITY OF DE PERE, WISCONSIN
RELATING TO TAXABLE NOTE SALE

On July 15, 2025, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin (the "City") authorized the borrowing of money through the issuance of notes and authorized certain City officials to enter into a purchase agreement relating to said borrowing. On _____, 2025 the City entered into a purchase agreement with a purchaser to whom the City agreed to sell its taxable general obligation promissory notes in the principal amount of $_____. It is anticipated that the closing of the notes will be held on or about _____, 2025. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77(2) of the Wisconsin Statutes, which provides that (i) an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice, and (ii) the notice may not be published until after the issuer has entered into a contract for sale of the bond or other financing.

Publication Date: _____, 2025

/s/ Carey E. Danen
City Clerk

CERTIFICATIONS OF CLERK

I, Carey E. Danen, certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the "**Governing Body**"), and that attached to this certificate is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $5,900,000 Taxable General Obligation Promissory Notes, Series 2025B, and All Related Details

I further certify as follows:

1. Meeting Date. On July 15, 2025, a meeting of the Governing Body was held beginning at _____ p.m.

2. Posting. On July ____, 2025 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. Notification of Media. On July ____, 2025 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.

4. Open Meeting Law Compliance. The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. Members Present. The meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. Consideration of and Roll Call Vote on Resolution. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on July ____, 2025, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice**. I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the Municipality's official newspaper as specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on July _____, 2025.

_____
Carey E. Danen, City Clerk

[SEAL]

City of De Pere, Wisconsin **1.25**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Finance
FROM:	Pamela Manley, Finance Director
SUBJECT:	Resolution #25-81 An Initial Resolution Authorizing General Obligation Promissory Notes.
RECOMMENDED ACTION:	Approval of the request

ATTACHMENTS:
Reso25-81

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

July 15, 2025 **Resolution No. 25-81**

An Initial Resolution Authorizing
the Sale and Issuance of
General Obligation Promissory Notes,
and Certain Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of De Pere, Wisconsin (the "**City**") makes the following findings and determinations:

1. The City is in need of funds to finance the construction of a parking structure within the City's Tax Incremental District No. 18 (the "**Project**").

2. The Governing Body deems it in the best interests of the City that the funds needed for the Project be borrowed, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1 Initial Resolution Authorizing the Issuance of Notes.

Under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately $7,300,000 (the "**Notes**") to finance the Project; *provided, however,* that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2 Authorization of Sale of Notes.

The Notes may be sold by negotiated sale to Robert W. Baird & Co. Incorporated (the "**Purchaser**").

Section 3 Preparation of Official Statement.

The Mayor, the Finance Director, and the City Manager (in consultation with the Purchaser) are each hereby authorized and directed (i) to cause an offering document for the Notes (the "**Official Statement**") to be prepared and distributed, (ii) to approve the form of Official Statement (which approval will authorize the Official Statement to be deemed final as of

its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1)), and (iii) to supply copies of the Official Statement upon request.

Section 4 Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract of the Purchaser (each a "**Note Purchase Agreement**"), to fix the interest rate or rates on the Notes in accordance with the Note Purchase Agreement, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of and interest on the Notes as required by law, to designate a fiscal agent for the Notes, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 5 Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 6 Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 7 Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 8 Effective Date.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

Adopted: July 15, 2025

Approved: July ___, 2025

_____
James G. Boyd, Mayor

_____
Carey E. Danen, City Clerk

CERTIFICATIONS BY CLERK

I, Carey E. Danen, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**City**"), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council (the "**Governing Body**") and that attached hereto is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

An Initial Resolution Authorizing
the Sale and Issuance of
General Obligation Promissory Notes,
and Certain Related Details

I do hereby further certify as follows:

1. **Meeting Date**. On July 15, 2025, a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On July ___, 2025 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the City's offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On July ___, 2025 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

4. **Open Meeting Law Compliance**. Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. Said meeting was duly called to order by the City President (the "**Presiding Officer**"), who chaired the meeting. Upon roll I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___ voted Nay, and ___ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. IN WITNESS WHEREOF**,** I have signed my name and affixed the seal of the City hereto on July ___, 2025.

_____
Carey E. Danen, Clerk

[SEAL]

City of De Pere, Wisconsin **1.26**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Finance
FROM:	Pamela Manley, Finance Director
SUBJECT:	Resolution #25-82 Providing for the Issuance and Establishing Parameters for the 2025C Note Anticipation notes.
RECOMMENDED ACTION:	Approval of the request

ATTACHMENTS:
Reso25-82

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

July 15, 2025 **Resolution No.: 25-82**

A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $7,300,000 Note Anticipation Notes, Series 2025C, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of De Pere, Wisconsin (the "**Issuer**") makes the following findings and determinations:

1. The Issuer is in need of funds to finance the construction of a parking structure within the Issuer's Tax Incremental District No. 18 (the "**Project**").

2. On July 15, 2025, prior to the adoption of this resolution, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately $7,300,000 to finance the Project (the "**Project Obligations**").

3. Section 67.12 (1)(b) of the Wisconsin Statutes provides that any municipality may issue municipal obligations in anticipation of receiving proceeds from, among other things, notes the municipality has authorized or has covenanted to issue under Chapter 67 of the Wisconsin Statutes (provided that any such municipal obligations and any refundings thereof shall be repaid within five years after the original date of the original obligation).

4. The Governing Body covenants pursuant to this resolution to issue the Project Obligations on or before the date the proceeds of the Project Obligations are needed to pay principal of the Notes (as hereinafter defined) coming due, in a principal amount not less than the principal amount of the Notes coming due on such date, less the portion of the principal amount of the Notes coming due, if any, that is to be paid with other funds set aside for such payment.

5. The Governing Body now wishes to borrow the funds needed for the Project, on an interim basis and in anticipation of receiving the proceeds of the Project Obligations, by selling and issuing its not to exceed $7,300,000 Note Anticipation Notes, Series 2025C (the "**Notes**") pursuant to the provisions of Section 67.12 (1)(b) of the Wisconsin Statutes.

6. The Issuer anticipates that interest on the Notes will be paid in part from proceeds of the Notes and in part from moneys in the Issuer's general fund that may be appropriated for such payment.

7. Robert W. Baird & Co. Incorporated (the "**Purchaser**"), or a group that it leads, has proposed to purchase the Notes for a purchase price to be determined (the "**Purchase Price**"), which shall not be less than 99% nor more than 110% of the principal amount of the Notes to be issued, plus accrued interest, if any, to the date of delivery of the Notes.

8. The Issuer has taken all actions required by law and has the power to sell and issue the Notes.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1 Definitions.

In this resolution, the following terms have the meanings given in this section, unless the context clearly requires another meaning.

"**Authorized Officer**" means the Financial Officer, or in such person's absence, the Mayor or the City Manager, each having the authority to act alone on behalf of the Issuer for purposes of Sections 4 and 14 hereof.

"**Book-Entry System**" means a system in which no physical distribution of certificates representing ownership of the Notes is made to the owners of the Notes but instead all outstanding Notes are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Notes electronically.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Agreement**" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the District and delivered on the closing date of the Notes.

"**Depository**" means DTC, acting as securities depository for the Notes, or any successor securities depository appointed by the Issuer.

"**DTC**" means The Depository Trust Company, New York, New York.

"**Financial Officer**" means the Issuer's Finance Director/Treasurer.

"**Fiscal Agent**" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Notes pursuant to Section 67.10 (2) of the Wisconsin Statutes.

"**Governing Body**" has the meaning given in the recitals to this resolution.

"**Issuer**" has the meaning given in the recitals to this resolution.

"**Municipal Officers**" means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

"**Notes**" means the not to exceed $7,300,000 City of De Pere, Wisconsin Note Anticipation Notes, Series 2025C, which will be issued pursuant to this resolution.

"**Original Issue Date**" means September 4, 2025 or such other date established for delivery of the Notes pursuant to the Purchase Agreement.

"**Project**" has the meaning given in the recitals to this resolution.

"**Project Obligations**" has the meaning given in the recitals to this resolution.

"**Purchase Agreement**" means the note purchase agreement signed and presented by the Purchaser to evidence the purchase of the Notes and the final terms thereof as described in Section 14.

"**Purchase Price**" has the meaning given in the recitals to this resolution.

"**Purchaser**" has the meaning given in the recitals to this resolution.

"**Record Date**" means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Notes.

"**Recording Officer**" means the Issuer's Clerk.

"**Register**" means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

(i) The name and address of the registered owner of each Note.

(ii) All transfers of each Note.

Section 2 Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

(i) *Exhibit A* — Form of Note.

(ii) *Exhibit B* — Notice to Electors of Sale.

Section 3 Purposes of Borrowing; Issuance of Notes.

The Governing Body authorizes the Notes and orders that they be prepared, executed, and issued. The Notes will be fully registered, negotiable, note anticipation notes of the Issuer in the principal amount of not to exceed $7,300,000. The Notes will be issued pursuant to the provisions of Section 67.12 (1)(b) of the Wisconsin Statutes for the purposes of financing the Project on an interim basis, to pay capitalized interest, and to pay the expenses of issuing the Notes (including printing costs, fees for financial consultants, bond counsel, rating agencies, insurance, and registration, as applicable).

Section 4 Terms of Notes.

The Notes will be named "City of De Pere, Wisconsin Note Anticipation Notes, Series 2025C." The Notes will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Note will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Note will be $5,000 or any multiple thereof up to the full principal amount of the Notes.

The Notes will bear interest from the Original Issue Date at the rate set forth in the Purchase Agreement pursuant to, and in compliance with, the terms set forth in this resolution and accepted by an Authorized Officer; *provided, however,* that (i) the true interest cost of the Notes shall not exceed 5.00% (computed taking the Purchaser's compensation into account), and (ii) the difference between the offering price to the public for the Notes and the Purchase Price to be paid to the Issuer for the Notes shall not exceed 1.00% of the principal amount of the Notes.

Interest will be due and payable on each March 1 and September 1 until the principal of the Notes has been paid, beginning on March 1, 2026 or on such other date as set forth in the Purchase Agreement. Interest on each Note will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Note is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Note is registered on the Register as the absolute owner of the Notes for all purposes whatsoever under this resolution. The Notes will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Notes.

The Notes will mature on the date and in the amount shown in the following table; except that the principal amount coming due below may be increased or decreased by up to $1,000,000. The aggregate principal amount of the Notes shall not exceed $7,300,000 and the table below assumes the Notes are issued in that amount. The actual maturity amount and interest rate per annum, within the parameters set forth in this Section, will be set forth in the Purchase Agreement and accepted by an Authorized Officer.

Maturity Date (September 1)	Principal Amount
2030	$7,300,000

The principal of and interest on the Notes will be payable in lawful money of the United States of America.

Section 5 Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Notes. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent must maintain the Register.

Section 6 Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Notes. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7 Book-Entry System.

On the date of their initial delivery, the Notes will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If at any time the Notes are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

(i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Notes fully-registered, certificated Notes in the denomination of $5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

(ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Notes under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8 Redemption.

The Purchase Agreement may specify that the Notes are subject to redemption at the Issuer's option before their stated maturity date, in whole or in part, on a stated redemption date and on any date thereafter. If the Notes are subject to such optional redemption, then the redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of a Note called for redemption has been made or provided for, then interest on the Note stops accruing on the stated redemption date. If less than all outstanding Notes are redeemed, then such Notes will be redeemed in multiples of $5,000 in accordance with Sections 9 and 10 below.

Section 9 Payment of Notes/Transfers/Redemption Notices Under Book-Entry System.

So long as the Notes are being maintained in a Book-Entry System the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Notes by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Notes are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Notes and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Notes to the Fiscal Agent, the Issuer will issue new fully registered Notes in the same aggregate principal amount to the successor securities depository, and the Notes will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Notes (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Notes, or (ii) with respect to any particular Note, after such Note has been called for redemption.

Partial Redemption. If less than all of the Notes are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Notes to be redeemed. If less than all of the Notes have been called for redemption, then on or after the redemption date and upon surrender of the Notes, the Issuer will issue a new Note in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Notes shall be sent to the Depository, in the manner required by the Depository, not less than 30 and not more than 60 days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10 Payment of Notes/Transfers/Redemption Notices Not Under Book-Entry System.

If on any date the Notes are not being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Note upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Note by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Note is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Note is transferable, only upon the Register, for a like aggregate principal amount in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Note shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Notes in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Notes and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Notes (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Notes, or (ii) with respect to any particular Note, after the Note has been called for redemption.

Partial Redemptions. If less than all of the Notes are to be redeemed, then the Issuer will randomly select the Notes to be redeemed. If a Note has been called for redemption but less than all of the principal amount of the Notes is redeemed, then on or after the redemption date and upon surrender of the Note, the Issuer will issue one or more new Notes in the aggregate principal amount equal to the amount of such Note outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Notes shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Notes to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Notes which have been called for optional redemption.

Section 11 Form of Notes.

The Notes shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution.

Section 12 Execution of Notes.

The Notes shall be signed by the persons who are the Municipal Officers on the date on which the Notes are signed. The Notes must be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Notes will be valid and binding even if before they are delivered any person whose signature appears on the Notes is no longer living or is no longer the person authorized to sign the Notes. In that event, the Notes will have the same effect as if the person were living or were still the person authorized to sign the Notes.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13 Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 14 Sale of Notes.

Each Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized and directed to obtain final pricing information from the Purchaser for the sale of the Notes on behalf of the Issuer on a date deemed to be most advantageous to the Issuer by such Authorized Officer for the sale of the Notes; provided, however, that such date shall not be later than October 20, 2025. The Authorized Officer shall reject the pricing information if it does not comply with the parameters set forth in Section 4 of this resolution.

Subject to the terms of this resolution, each Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized and directed to award the sale of the Notes to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Notes, such award to be evidenced by and effected by the execution of the Purchase Agreement. If the Purchase Agreement signed and presented by the Purchaser complies with the parameters set forth in this resolution, then an Authorized Officer is hereby authorized to approve and accept the Purchase Agreement, and an Authorized Officer, acting alone on behalf of the Issuer, is directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Notes, including arranging for a specific date, time, and location of closing of the sale.

The Municipal Officers are directed to sign the Notes and to arrange for delivery of the Notes to the Purchaser through the facilities of DTC in accordance with the Purchase Agreement and this resolution. The Notes shall be delivered to the Purchaser, or to the Fiscal Agent as DTC's FAST closing agent for credit to the Purchaser, upon payment by the Purchaser of the Purchase Price as required by this resolution.

Unless waived by the Purchaser, the sale of the Notes is conditioned upon the Issuer furnishing the following items to the Purchaser:

(a) The Notes, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Notes and that interest on the Notes will be excluded from gross income for federal income tax purposes. Said opinion shall also state that

(i) the Notes are valid and binding special obligations of the Issuer, and

(ii) the principal of the Notes is payable from the proceeds of the Project Obligations the Issuer has authorized and covenanted to issue pursuant to the Wisconsin Statutes or moneys in the Issuer's general fund that are appropriated for such payment.

(b) A transcript of the proceedings relating to the issuance of the Notes.

(c) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Notes or the right of the Issuer to issue them at the time of their delivery.

Section 15 Special Obligations

The Notes will be special obligations of the Issuer payable solely, as to principal, from proceeds of the Project Obligations or moneys in the Issuer's general fund that are appropriated for such payment. The Notes will not constitute an indebtedness (i) for the purpose of determining the Issuer's constitutional debt limitation, or (ii) for which the faith and credit or taxing powers of the Issuer will be pledged.

Section 16 Covenant to Issue Project Obligations; Pledge of Proceeds of Project Obligations; Expected Revenues to Pay Interest.

The Issuer hereby irrevocably covenants and agrees with each and every owner of the Notes that, unless it shall have otherwise provided for the payment of the principal of the Notes coming due, it will issue and sell the Project Obligations on or before the date the proceeds are needed to pay principal of the Notes coming due, in a principal amount not less than the principal amount of the Notes coming due on such date, less the portion of the principal amount of the Notes coming due, if any, that is to be paid with other funds set aside for such payment. The Issuer further covenants and agrees that, as long as any of the Notes remain outstanding, the Issuer will not incur additional general obligation debt unless it will have sufficient debt issuance capacity (taking into account scheduled retirements on outstanding general obligations) to permit the issuance of the Project Obligations on each date on which the proceeds thereof are needed to pay principal of the Notes coming due.

The Issuer hereby pledges the funds derived from the issuance and sale of the Project Obligations to the payment of the principal of, and interest on, the Notes coming due.

Until the payment in full of the principal of the Notes, no proceeds derived from the issuance and sale of the Project Obligations may be expended for other purposes.

Section 17 Borrowed Money Fund.

The sale proceeds of the Notes shall be deposited and kept by the Executive Director/Clerk in a separate fund. The fund shall be designated with both the name of the Notes and the name Borrowed Money Fund (herein referred to as the "**Borrowed Money Fund**"). Money in the Borrowed Money Fund, including any earnings, shall be used to pay (i) the costs of the Project, (ii) the capitalized interest, (iii) the costs of issuing the Notes, and (iv) the costs of investing amounts in the Borrowed Money Fund. The portion of the proceeds of the Notes that has been designated to pay interest accruing on the Notes will be held in the Borrowed Money Fund until needed to pay interest on the Notes, at which time the necessary amount will be applied to the required interest payment.

Section 18 Official Statement.

The Mayor, the Financial Officer, and the City Manager of the Issuer (in consultation with the Purchaser) are each hereby authorized to cause a preliminary offering document for the Notes (the "**Preliminary Official Statement**") to be prepared and distributed prior to the sale of the Notes and the execution of the Purchase Agreement. The Mayor and the Financial Officer are hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Issuer authorizes and directs a final offering document (the "**Official Statement**") to be prepared prior to the issuance of the Notes; provided, however, that the Official Statement shall be substantially the form of the Preliminary Official Statement and shall include the final terms of the Notes as set forth in the Purchase Agreement. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19 Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Notes. The notice must be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice must be in substantially the form shown in Exhibit B. The Recording Officer must obtain proof, in affidavit form, of the publication, and must compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20 Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Notes:

(i) Certified copies of proceedings and records of the Issuer relating to the Notes and to the financial condition and affairs of the Issuer.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Notes, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose are representations of the Issuer as to the facts they present.

Section 21 Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 22 Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Notes will be excluded from gross income for federal income tax purposes.

Section 23 Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, the Issuer rescinds that part of the prior action.

Section 24 Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 25 Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * * * * * * *

Adopted: July 15, 2025

Approved: July ___, 2025

James G. Boyd, Mayor

Carey E. Danen, City Clerk

EXHIBIT A

FORM OF NOTE

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("**DTC**"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-___ $_____

NOTE ANTICIPATION NOTE, SERIES 2025C

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	September 1, 2030	_____, 2025	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each March 1 and September 1 until the Principal Amount has been paid, beginning on March 1, 2026. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Note is one of a duly authorized issue of notes (the "**Notes**") of the Issuer of an aggregate principal amount of $_____, all of which are of like tenor, except as to denomination, issued by the Issuer pursuant to the provisions of Section 67.12 (1)(b) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on July 15, 2025, entitled: "A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $7,300,000 Note Anticipation Notes, Series 2025C, and All Related Details" (the "**Resolution**"). The Notes are issuable only in the form of fully registered notes.

On the Original Issue Date, the Notes will be maintained in a system in which no physical distribution of certificates representing ownership of the Notes is made to the owners of

the Notes but instead all outstanding Notes are registered in the name of a securities depository appointed by the Issuer (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Notes electronically (a "**Book-Entry System**"). So long as the Notes are maintained in a Book-Entry System, then the principal of, and interest on, this Note will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the "**Fiscal Agent**"), who will act as authentication agent, paying agent, and registrar for the Notes.

If on any date the Notes are *not* being maintained in a Book-Entry System, then (i) the principal of this Note will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Note will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Note is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**"). The Issuer and the Fiscal Agent may treat the entity or person in whose name this Note is registered on the Register as the absolute owner of this Note for all purposes.

The principal of and interest on this Note is payable in lawful money of the United States of America. The principal of this Note will be paid from proceeds of general obligations which the Issuer has covenanted to issue pursuant to the Resolution and Chapter 67 of the Wisconsin Statutes. The Issuer anticipates that interest on this Note will be paid from moneys in the Issuer's general fund that may be appropriated for such payment.

The Notes are subject to redemption prior to their stated maturity date at the Issuer's option, in whole or in part, on September 1, 20__ and on any date thereafter. The redemption price will be 100% of the principal amount redeemed plus accrued interest to the redemption date, and no premium will be paid. If less than all outstanding Notes are redeemed, then the Notes will be redeemed in $5,000 multiples as described below.

So long as the Notes are being maintained in a Book-Entry System the following provisions apply:

> *Transfers.* The Notes are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Notes and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Notes to the Fiscal Agent, the Issuer will issue new fully registered Notes in the same aggregate principal amount to the successor securities depository and the Notes will be recorded as transferred to the successor securities depository in the Register.
>
> The Fiscal Agent will not be required to make any transfer of the Notes (i) during the 15 calendar days before the date of the sending

of notice of any proposed redemption of the Notes, or (ii) with respect to any particular Note, after such Note has been called for redemption.

Partial Redemption. If less than all of the Notes are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Notes to be redeemed. If less than all of the Notes have been called for redemption, then on or after the redemption date and upon surrender of the Notes, the Issuer will issue a new Note in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Notes will be sent to the Depository, in the manner required by the Depository, not less than 30 and not more than 60 days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Notes are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Note is transferable, only upon the Register, for a like aggregate principal amount of Notes in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Note shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Notes in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Notes and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Notes (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Notes, or (ii) with respect to any particular Note, after such Note has been called for redemption.

Partial Redemption. If less than all of the Notes are to be redeemed, then the Issuer will randomly select the Notes to be redeemed. If a Note has been called for redemption but less than

all of the principal amount of the Notes is redeemed, then on or after the redemption date and upon surrender of the Note, the Issuer will issue one or more new Notes in the aggregate principal amount equal to the amount of such Note outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Notes shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Notes to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Notes which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Note and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Note and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that the Issuer has covenanted to issue general obligations pursuant to the provisions of Chapter 67 of the Wisconsin Statutes in an amount sufficient to pay and discharge the principal of this Note at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Note to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

[SEAL]

And: _____
Carey E. Danen, City Clerk

CERTIFICATE OF AUTHENTICATION

Dated: _____, 2025

This Note is one of the Notes
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR

OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

(Please Print or Type Name and Address of Assignee)

the within-mentioned Note and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

_____

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent . Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

_____

Note: The signature to this assignment must correspond with the name as written on the face of the within Note in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Note.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE
CITY OF DE PERE, WISCONSIN
RELATING TO NOTE ANTICIPATION NOTES

On July 15, 2025, pursuant to Section 67.12 (1)(b) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin (the "City") authorized the borrowing of money through the issuance of notes and authorized certain City officials to enter into a purchase agreement relating to said borrowing. On _____, 2025 the City entered into a purchase agreement with a purchaser to whom the City agreed to sell its note anticipation notes in the principal amount of $_____. It is anticipated that the closing of the notes will be held on or about _____, 2025. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77(2) of the Wisconsin Statutes, which provides that (i) an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice, and (ii) the notice may not be published until after the issuer has entered into a contract for sale of the bond or other financing.

Publication Date: _____, 2025

/s/ Carey E. Danen
City Clerk

CERTIFICATIONS BY CLERK

I, Carey E. Danen, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**Municipality**") and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the "**Governing Body**") and that attached hereto is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $7,300,000 Note Anticipation Notes, Series 2025C, and All Related Details

I further certify as follows:

1. **Meeting Date**. On July 15, 2025, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On July ___, 2025 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media**. On July ___, 2025 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality.

4. **Open Meeting Law Compliance**. The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. The meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___ voted Nay, and ___ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on July ____, 2025, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice**. I have caused the Notice to Electors in the form attached as Exhibit B to the Resolution to be published in the form and place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on July ___, 2025.

_____
Carey E. Danen, City Clerk

[SEAL]

City of De Pere, Wisconsin **1.27**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Administration
FROM:	
SUBJECT:	Appointment to the Downtown De Pere Business Improvement District Board. Kim Flom Term to expire: June 30, 2027
RECOMMENDED ACTION:	Approval of request

ATTACHMENTS:
BID Board Memo

CITY OF DE PERE
MEMO

To: De Pere City Council
From: Kim Flom, City Manager
Date: July 15, 2025

RE: **BID Board Appointment Recommendations**

The De Pere Business Improvement District (BID) was established in 2014 to preserve and improve the social, economic and physical environment of the Downtown District. The following documents regulate and guide the work of the BID.

1. Wisconsin State Statutes § 66.1109
2. BID Operating Plan
3. BID By Laws

The Mayor previously recommended appointments to the BID Board. Per State Statute, that responsibility transitioned to the City Manager when De Pere shifted from Administrator to Manager operations.

City Administrator Larry Delo previously served on the BID Board and three member terms expired in 2024. Additionally, there are two members whose terms expired June 2025. See below for the current Board roster and recommended appointments.

2024 BID Board Members

Name	Position	Term Expiration	Role
Tom Gavic	Chairperson	June 30, 2024	Office Representative
Rich Starry	Vice-Chairperson	June 30, 2025	Property Owner (1)
Larry Delo	Secretary	June 30, 2025	City of De Pere Representative
Mary Boyd	Board Member	June 30, 2024	Hospitality Representative
Brent Felchlin	Board Member	June 30, 2026	Retail Representative
Maya Romboy	Board Member	June 30, 2025	Community Representative
Ryan Jennings	Board Member	June 30, 2027	Service/Retail Representative
Vacant Position			Property Owner (2)

2025 Recommended Appointments and Reappointments

Mary Boyd – Term to expire: June 30, 2027
Tom Gavic – Term to expire: June 30, 2027
Kim Flom – Term to expire: June 30, 2027
Maya Romboy – Term to expire: June 30, 2028
Rich Starry – Term to expire: June 30, 2028

I will provide a recommendation for the vacant position in the future.

City of De Pere, Wisconsin **1.28**

Request for Common Council Action

MEETING DATE:	July 15, 2025
DEPARTMENT:	Administration
FROM:	
SUBJECT:	Reappointments to the Downtown De Pere Business Improvement District Board. Mary Boyd and Tom Gavic Terms to expire: June 30, 2027 Maya Romboy and Rich Starry Terms to expire: June 30, 2028
RECOMMENDED ACTION:	Approval of request

ATTACHMENTS:
None