



Common Council

Regular Meeting

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

Agenda

Tuesday, September 2, 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 **September 2, 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](tel:18668994679)

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

Access Code: 154-883-285

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

THERE WILL BE A BRIEF SWEARING-IN CEREMONY FOR ALDERPERSON CASEY NELSON PRIOR TO COMMENCEMENT OF THE COUNCIL MEETING.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance.
3. Appointment of Alderperson Nelson to the Finance/Personnel Committee and the Sustainability Commission.

Casey Nelson

Term to Expire: April 30, 2028

4. Appointment to the Sustainability Commission by Mayor Boyd.

Jonie Panick

Term to expire: December 1, 2027

5. Approval of the minutes of the August 19, 2025 Common Council meeting.
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. Recommendation from the Board of Park Commissioners to accept a \$2,500 donation from the Wochinske Family Foundation to the Recreation Scholarship Fund.
8. Recommendation from the Board of Park Commissioners to accept a \$3,000 donation from Aurora BayCare Sports Medicine to ponsor flag football t-shirts.
9. Recommendation from the Board of Park Commissioners to approve the compressor repairs at the De Pere Ice Arena with additional funding to come from the De Pere Ice Arena Fund.
10. Recommendation from the Board of Park Commissioners to approve the continuation of the NEW Water Tree Grant with Council providing contingency funding in the event the grant is terminated.
11. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor License for Otters on Birch LLC (DBA Otters on Birch), 617 Birch St. Agent: William A. Faucett, Appleton, WI.
12. Resolution #25-96 Approving de Minimis Determination and Authorizing Temporary Limited Easement Donation to the Wisconsin Department of Transportation (Parcel WD-904-W-36-A; Kiwanis Park)
13. Resolution #25-97 Approving public utility gas easement for Wisconsin Public Service (Parcel WD-98; 530 Grant Street).
14. Consideration and Possible Action on the Consent to Collateral Assignment of Development Agreement and Municipal Revenue Obligation with De Pere 230 Development Partners LLC regarding the Former Shopko Site - Building F Development Project.

II. Future Agenda Items

III. Adjournment

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

Agenda Sent To:

Alderspersons

City Manager

Mayor

Department Heads

TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Definitely De Pere



City of De Pere, Wisconsin

I.3

Request for Common Council Action

MEETING DATE: September 2, 2025
DEPARTMENT: Administration
FROM: James Boyd, Mayor
SUBJECT: Appointment of Alderperson Nelson to the Finance/Personnel Committee and the Sustainability Commission.
RECOMMENDED ACTION: Approve

ATTACHMENTS:
None



City of De Pere, Wisconsin

I.4

Request for Common Council Action

MEETING DATE: September 2, 2025
DEPARTMENT: Administration
FROM: James Boyd, Mayor
SUBJECT: Appointment to the Sustainability Commission by Mayor Boyd.
RECOMMENDED ACTION: Approve

Professionally, Jonie Panick is a Business Development Representative at CJ & Associates. Personally, she is actively involved in the community through her volunteer work with Family & Childcare Resources of N.E.W. and as part of the Greater Green Bay Chamber's Ambassador Program. Jonie is interested in joining a De Pere commission because she loves where she lives and wants to see her community flourish. She has a soft spot for sustainability because she wants to be a more sustainable person and to help others in De Pere find ways to do the same.

ATTACHMENTS:
None



City of De Pere, Wisconsin

L5

Request for Common Council Action

MEETING DATE: September 2, 2025
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Approval of the minutes of the August 19, 2025 Common Council meeting.
RECOMMENDED ACTION: Approval

ATTACHMENTS:
8-19-25 CC Minutes_draft



Common Council

Regular Meeting

Draft Minutes

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

Tuesday, August 19, 2025

7:30 PM

Council Chambers/Virtual

I. Call to Order

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

1. Roll Call.

Present: Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, James Boyd

2. Pledge of Allegiance.

3. Appointment of Casey Nelson as Fourth District Alderperson to fill vacancy.

Common Council

Casey Nelson - Fourth District

Term to Expire: April 30, 2028

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

4. Appointment to the Board of Park Commissioners by Mayor Boyd.

Board of Park Commissioners

Olivia Alberson - Teen Advisor

Term to expire: July 31, 2027

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

5. Approval of the minutes of the August 5, 2025 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	Pamela Gantz

AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, James Boyd
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6. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC

None.

7. Recommendation from Finance/Personnel Committee to authorize Police Department Request for Over Hire.

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

8. Recommendation from the Board of Public Works to consider and approve City Entrance signs.

Public Works Director Scott Thoresen displayed two renderings of potential sign designs. He explained that the Board of Public Works recommended moving forward with the installation of entrance signage, but is seeking direction from Council on the final design. Alderperson Carpenter moved, seconded by Alderperson Ledvina to approve the design with graphics and the phrase “De Pere Welcomes You”, with installation at ten locations. Discussion followed regarding the differences between the two signs and the possibility of designing a hybrid of the two. Alderperson Gantz moved, seconded by Mayor Boyd to amend the original motion to request additional hybrid renderings from staff.

RESULT:	REFER BACK TO STAFF AS AMENDED [7-1]
MOVER:	James Boyd
SECONDER:	Kunding
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Amy Kunding, Shana Ledvina, Devin Perock, James Boyd
NAYS:	Jonathon Hansen

9. Recommendation from the Board of Public Works on award of Contract 25-21 City Hall First Floor Remodel to IEI General Contractors in the amount of \$268,831.00.

Alderperson Ledvina moved, seconded by Alderperson Kunding to approve the request including the two alternatives in the proposal.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Shana Ledvina

SECONDER:	Amy Kunding
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, James Boyd

10. Recommendation from the Board of Public Works to proceed with proposed new West Side Yard Waste Site and wetland mitigation.

Alderson Carpenter moved, seconded by Alderson Ledvina to hold off until a governmental agreement with the town of Lawrence is in place, with a deadline of Jan 1, 2026 to execute the agreement. Public Works Director Scott Thoresen reported that he reached out to the Public Works director for Lawrence and they are extremely interested in partnering with the City. Discussion followed regarding the size of the proposed site and potential costs associated with its construction.

RESULT:	NO ACTION [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	Shana Ledvina
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, James Boyd

11. Recommendation from the Board of Public Works on installation of the Vercada gate system with card access for yard waste site security and monitoring.

Alderson Hansen moved, seconded by Alderson Ledvina to approve the request, with a one-time charge of no more than \$15 for the access card. Public Works Director Scott Thoresen confirmed that it could be staffed by an attendant for the first few months to assist with the educational learning curve for the new process.

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

City Attorney Joanne Bungert explained that due to the large number of resolutions on the agenda, Council members could suspend the rules and take them up with one roll call vote. Any alderperson could call out individual resolutions that they wish to discuss. Mayor Boyd moved, seconded by Alderson Ledvina to suspend the rules and use the consent process for items #12, 14, 15, 17-19. Upon vote, motion carried unanimously.

12. Resolution #25-87 Authorizing Renewal Service Agreement with HydroCorp, LLC (Cross-Connection Control).

ESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Devin Perock

AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunderinger, Shana Ledvina, Devin Perock, James Boyd
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13. Resolution #25-88 Authorizing Intergovernmental Agreement with the Town of Ledgeview for O’Keefe Road Resurfacing.

Public Works Director Scott Thoresen reported that agreements are already in place for cooperation and cost sharing. The agreement before Council tonight spells out the costs and division of responsibilities.

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

14. Resolution #25-89 Authorizing Execution of U.S. Department of Health and Human Service Assurance of Compliance Form 690 (HHS Grants Policy).

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

15. Resolution #25-90 Approving State of Wisconsin Department of Health Services Grant (Tuberculosis Dispensary Contract).

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

16. Resolution #25-91 Authorizing Extension of Agreement for Statutory Assessor, Maintenance and Annual full Market Revaluation Services for 2026 with Accurate Appraisal LLC.

City Clerk Carey Danen reported that the City only received two proposals; feedback from assessment firms indicated that this could have been due to the timing of the RFP issuance. If Council approves this agreement extension, staff plans to issue a new RFP in the November-December timeframe and keep the response window open longer. Finance Director/Treasurer Pam Manley explained that having an in-house assessor would quickly become more costly than contracting out for the service.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Devin Perock

AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, James Boyd
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17. Resolution #25-92 Authorizing Brown County Intergovernmental Property Tax Bill Agreement (2025-2026 Tax Bill Preparation, with Mailing Option).

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

18. Resolution #25-93 Authorizing Emergency Medical Service Agreement with the Village of Ashwaubenon.

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

19. Resolution #25-94 Authorizing Transfer of \$10,000 from Unassigned Reserves to fund Police Department Garage Fire Remediation.

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

20. Resolution #25-95 Authorizing Miron Construction Co., Inc. to Award Precast Concrete Supply Contract 03.40 to Wells Concrete Products Co. in the amount of \$1,787,579.00, related to the construction of a public parking ramp on Parcel ED-875, 230 North Wisconsin, De Pere, Wisconsin.

Development Services Director Dan Lindstrom explained that only one bid was received. This is most likely because there are not many precasters in the state, and some of those are not able to construct at the size this project requires.

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

21. Discussion on the status of the development and development options for the former Irwin School property.

Development Services Director Dan Lindstrom and Economic Development Planner Quasan Shaw reviewed the history and current status of the project. The developer is looking to sell, and any interested parties that staff has heard from would plan to demolish the school. Lindstrom and Shaw then summarized two options for the project: Option A would demolish the school and finish the plan to construct the remaining townhomes and twindos/single family homes. Option B would be to save Irwin School, with the City acting as developer.

Mayor Boyd moved, seconded by Alderperson Ledvina to open the meeting. Upon vote, motion carried unanimously. Several residents took the opportunity to speak:

- Park Hunter spoke in favor of moving the project forward in a timely manner.
- Karen Sternkopf 501 spoke in favor of saving Irwin School.
- Daniel Vandenberg expressed disappointment in the lack of progress on the project.
- Shirley and Dennis Penaza spoke in favor of saving Irwin School.
Dennis Penaza 221 N Huron. the school really caught their eye. his concern right now has gone to the police department because it has become a race track. lot of little kids that play. please increase patrol there. school release time til rush hour.

Mayor Boyd moved, seconded by Alderperson Carpenter to close the meeting. Upon vote, motion carried unanimously.

Lindstrom and Shaw then fielded questions on potential lot sizes, as well as the size of proposed condos inside the school. Council members expressed a variety of opinions on both options, so City Manager Kim Flom suggested that staff develop scenarios for option B and bring these back to a future Council meeting.

22. Consideration and Possible Action on the Redevelopment of Public Property generally located North of the Claude Allouez Bridge, West of Broadway Street, East of Front Street and South of George Street.

Mayor Boyd moved, seconded by Alderperson Gantz to enter into closed session at 8:57PM. Upon roll call vote, motion carried unanimously. Mayor Boyd moved, seconded by Alderperson Gantz to return to open session at 10:07PM. Upon roll call vote, motion carried unanimously.

II. Future Agenda Items

None.

III. Adjournment

Mayor Boyd moved, seconded by Alderperson Ledvina to adjourn the meeting at 10:08PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

I.7

Request for Common Council Action

MEETING DATE:	September 2, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Paula Rahn, Recreation Superintendent
SUBJECT:	Recommendation from the Board of Park Commissioners to accept a \$2,500 donation from the Wochinske Family Foundation to the Recreation Scholarship Fund.
RECOMMENDED ACTION:	Staff recommends approval

The Board of Park Commissioners, at the August 21, 2025 meeting, approved accepting a \$2,500 donation from the Wochinske Family Foundation for the Recreation Scholarship Fund. The motion was approved unanimously with a 5-0 vote.

ATTACHMENTS:

Rec Scholarship 2025 - Wochinske Family Foundation

CITY OF DE PERE

Community Center

600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org



TO: Board of Park Commissioners
FROM: Paula Rahn, Recreation Superintendent
DATE: August 1, 2025
RE: Consideration & Possible Action to Approve \$2,500 from the Wochinske Family Foundation to the Recreation Scholarship Fund

Staff is requesting the Board of Park Commissioner's approval to accept a generous donation of \$2,500 from the Wochinske Family Foundation to the Recreation Scholarship Fund. The Wochinske Family has donated since the inception of this wonderful program and continues to give a generous donation annually. It is genuine and kind-hearted people such as the Wochinske's that help our department provide meaningful opportunities, lasting connections and heartfelt memories, for the members of our community that otherwise cannot afford to do so on their own.

To date, the Recreation Scholarship Fund has awarded 608 scholarships to families in need. Our current balance in the account is \$52,209.64.

Thank you for your time and consideration.

Donation Information:

From: Wochinske Family Foundation Inc.

1981 Hawthorne Heights Dr.

De Pere, WI 54115

To: De Pere Parks, Recreation & Forestry Department

For: Recreation Scholarship Fund

Amount: \$2,500



City of De Pere, Wisconsin

I.8

Request for Common Council Action

MEETING DATE:	September 2, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Chelsea Moberg, Recreation Supervisor
SUBJECT:	Recommendation from the Board of Park Commissioners to accept a \$3,000 donation from Aurora BayCare Sports Medicine to sponsor flag football t-shirts.
RECOMMENDED ACTION:	Staff recommends acceptance

The Board of Park Commissioners, at the August 21, 2025 meeting, approved accepting a \$3,000 donation from Aurora BayCare Sports Medicine to sponsor flag football t-shirts. The motion passed unanimously with a 5-0 vote.

ATTACHMENTS:

Park Board Memo - Flag Football Sponsorship 2025

CITY OF DE PERE

Community Center

600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org



TO: Board of Park Commissioners

FROM: Chelsea Moberg, Recreation Supervisor
Mandi Baker, Recreation Coordinator

DATE: July 30, 2025

RE: Consideration & Possible Action to Approve \$3,000 from Aurora BayCare Sports Medicine to sponsor Flag Football T-Shirts

Staff is requesting the Board of Park Commissioner's approval to accept a generous donation of \$600 per league (\$3,000) from Aurora BayCare Sports Medicine.

In exchange for their sponsorship, all shirts for the league would have an approved Aurora BayCare Sports Medicine logo on the back. The estimated cost per league for shirts is \$550-\$600. This sponsorship would greatly reduce the program operational costs.

Thank you for your time and consideration.

Donation Information:

From: Aurora BayCare Sports Medicine
Primary Contact: Kati Coleman
1035 Kepler Dr, Green Bay WI 54311

To: De Pere Parks & Recreation Department

For: Youth Flag Football Shirts

Amount: \$3,000



Request for Common Council Action

MEETING DATE: September 2, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Recommendation from the Board of Park Commissioners to approve the compressor repairs at the De Pere Ice Arena with additional funding to come from the De Pere Ice Arena Fund.
RECOMMENDED ACTION: Staff recommends approval

The Board of Park Commissioners, at the August 21, 2025 meeting, approved the compressor repairs at the De Pere Ice Arena, with the additional funding to come from the De Pere Ice Arena Fund. The motion passed unanimously with a 5-0 vote,

ATTACHMENTS:

Memo.Ice Arena Compressor Repair, Rink Tec Compressor Quote De Pere Ice Center

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: August 21, 2025

RE: Ice Arena Compressor Failure

Summary

We were recently informed by our management firm for the Ice Arena (Brown County Ice Management) that one of the compressors failed and no longer works. It is not known as to why it failed; however the item was submitted to our insurance company for review. After review of the issue, our insurance company will be covering the replacement.

Based on timing of the situation, we obtained emergency approval from our City Manager to move forward with the repair so that it can be ordered and installed in time for the fall skating season. Staff have already begun the process to order and install the compressor.

The cost of the compressor is \$24,307.63, of which the insurance company will be covering minus our \$2,500 deductible. The balance of the compressor is recommended to come from the Ice Arena Fund.

According to our contract with Brown County Ice Management, any repairs over \$10,000 shall be the responsibility of the City.

Staff Recommendation:

Approve repair of compressor and balance coming from the Ice Arena Fund.



*Quote
Prepared
For*

Don Chilson
DePere Ice & Recreation Center
1450 Fort Howard
DePere, WI 54115

(920) 402-2000

Quotation

Date of Quote 1/9/2025

Quote Number 1787

Quote Includes Compressor with Labor & Travel

Item #	Description	Qty	Price	Extended Price
6FE-44-2NU-2D	Compressor 208-230/440-480/3/60 2CR HD	1	\$16,061.73	\$16,061.73
MST	Maintenance Service Travel hours	36	\$153.00	\$5,508.00
MSL	Maintenance Service Labor hours	12	\$135.00	\$1,620.00
Hotel	Accommodations	2	\$275.00	\$550.00
OL60CH	# 90 Oil Float Control	1	\$567.90	\$567.90
Total Items				\$17,179.63
Labor / Shipping				\$7,128.00
Tax Exempt				\$0.00
Quote Total				\$24,307.63

THIS QUOTE IS VALID FOR 30 DAYS

kyle@rinktec.com <http://rinktec.com>

1/1

3485 Willow Lake Blvd., Suite # 500 Vadnais Heights MN 55110 Tel: (651) 481-1190 Fax: (651) 481-1178

Licensed To: Rink-Tec International



Request for Common Council Action

MEETING DATE: September 2, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Brian Christnovich, Parks Superintendent, Kyle Rouce, City Forester
SUBJECT: Recommendation from the Board of Park Commissioners to approve the continuation of the NEW Water Tree Grant with Council providing contingency funding in the event the grant is terminated.
RECOMMENDED ACTION: Staff recommends approval

The Board of Park Commissioners, at the August 21, 2025 meeting, approved the continuation of the NEW Water Tree Grant with Council providing contingency funding in the event the grant is terminated. The motion was approved unanimously with a 5-0 vote.

ATTACHMENTS:

Cover Memo.NEW Tree Grant.Council, Memo. Ash Grant Recommendations, Email from NEW Water regarding Ash Tree Grant

CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: September 2, 2025

RE: Approve continuation of NEW Tree Grant

Summary: The Board of Park Commissioners is recommending to the Council to approve the continuation of the NEW Tree Grant and to provide contingency funding in the event the grant would be pulled again.

Background:

If you recall, earlier this year we were informed that the NEW Tree Grant we received was having its funding halted. We were not given a clear indication of why, but made the assumption it had to do with DOGE and its impact on the Federal Government. Recently, staff was informed the grant is back up and running and will expire in August 2026. After discussing the situation with our grant rep, we feel comfortable the grant will not be pulled. However, considering the last events with the tree grant funding being halted, we would not recommend pursuing the grant unless the City would financially support any tree orders if the grant is terminated again.

If approved, we would go through the following process;

- Refund 12 people that ordered a free tree in spring, but ended up paying for them once the grant was halted totaling 17 trees.
- Make offers to people that canceled their spring order for a free tree and plant this fall.
- Submit for reimbursement immediately after fall planting has been completed.
- Offer left over trees to home owners, on a first come first served basis until supply is exhausted for the spring of 2026.
- Any trees left over after ordering, we will use to plant within our park system.
- Submit tree reimbursement once spring planting has been completed.

It is estimated that the cost to fund the program would be around \$12,000. This would only be if the program was pulled again for some reason. As we stated, in talking with our representative we do not feel this will happen. However, we want to have a contingency plan in the event it would.

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Brian Christnovich
Kyle Rouse
Date: August 19, 2025

RE: Consideration and Possible Action Regarding the Ash Tree Grant from NEW Water*

Summary:

We have been notified by our grant specialist at NEW Water that according to the US Forest Service, as of right now, spending and reimbursement under currently funded projects will continue for the foreseeable future, at least through the grant agreement period going through July 2026. The City currently has 193 potential trees remaining to plant for the grant, and we'd like to resume planting now that the grant is active again. This has an impact on us due to the residents that had previously sent in planting orders for spring 2025 planting and were rejected as a result of the grant being put on hold, residents that paid for trees that were initially supposed to be grant funded, and the remainder of trees we have left to plant as part of the grant.

Background:

The City received a NEW Water Grant to plant 250 trees that helped support the replacement of Ash Trees within the City. The program was created to help homeowners recoup the large number of Ash Trees that were removed due to Emerald Ash Borer. Earlier in spring, staff received an e-mail from our grant specialist at NEW Water that indicated all funding for the current grant has been put on hold. They stated they were hopeful to have the grant reinstated for the fall of 2025, which brings us to where we are currently.

With this new information, the Forestry Department is looking for recommendations on how to handle the remaining tree grant with NEW Water. Currently, 57 trees have been planted/reimbursed with regards to the grant, leaving us 193 trees remaining to plant. In the spring, nearly 400 letters were sent out to grant eligible residents for free trees. Of those 400, 89 residents returned letters totaling 113 trees. After learning of the grant being put on hold, a follow up letter was sent to residents informing them of the grant issue, essentially cancelling their tree orders for the spring 2025 planting season. The option was given to residents in the follow up letter to move forward with their tree orders if they wished to purchase the tree/s. Finally, after sending out the second letter, 12 residents responded and paid for a total of 17 trees.

Staff Recommendation:

-2025 Fall Planting: Approve reimbursing the 12 residents who chose to pay for trees after the program was put on hold and apply the 17 trees to our ash grant. Our grant specialist assured us that this is possible. These costs would be submitted for grant reimbursement following 2025 fall planting season.

-2025 Fall Planting: Approve contacting the remaining 77 residents that initially returned letters with 96 tree orders that chose not to plant after the grant was put on hold. Inform them of the current grant status giving them the opportunity to plant free grant trees again. With this technically being the third time reaching out to these residents, we would suggest the City stand behind funding these trees if for some reason the grant were to be put on hold again. We would estimate the maximum potential cost to the city to be around \$12,000 if all 96 trees were to be planted. These costs would be submitted for grant reimbursement immediately after trees are planted and invoices are received from nurseries.

-2026 Spring/Fall Planting: Approve offering remaining trees to City residents to be planted in the terrace on a 'first come, first serve' basis. These costs would be submitted for grant reimbursement immediately after trees are planted and invoices are received from nurseries.

-2026 Spring/Fall Planting: Approve planting any remaining trees (if applicable) in parks or other City owned properties. These costs would be submitted for grant reimbursement immediately after trees are planted and invoices are received from nurseries.

Grace Lahtela

From: Brian D. Christnovich
Sent: Tuesday, August 5, 2025 10:42 AM
To: Kyle Rouce; Marty Kosobucki; Grace Lahtela
Subject: FW: Tree grant update

See below about updates/ answers to questions about the tree grant.

Brian Christnovich

Park Superintendent | [City of De Pere](#)
925 S. Sixth Street | De Pere, WI 54115
Tel: (920) 339-8362 | Fax: (920) 339-4071
DE PERE



[Click here to Check out](#) the WDNR website to view the City's urban tree inventory and all the benefits that our trees provide.

From: Kowalzek, Angela <AKowalzek@newwater.us>
Sent: Tuesday, August 5, 2025 10:38 AM
To: Brian D. Christnovich <bchristnovich@deperewi.gov>
Cc: Public Affairs <PublicAffairs@newwater.us>
Subject: Tree grant update

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning! The NEW Water Team would like to provide you with an update on the status of our U.S. Forest Service (USFS) tree grant concerning funding and tree planting plans.

As you know, over the past few years, more than 3,000 trees have been planted in Northeast Wisconsin municipalities served by NEW Water, thanks to a grant received from USFS. Earlier this year, we shared news that transitions with federal funding were impacting this grant.

We recently reached out to our USFS contact to better understand where financing of the program stands. Below is a synopsis of what we've learned, what we understand, and additional suggestions:

- **What is the confidence level that funding will remain through July 2026?**
 - The grant period runs through August 1, 2026. With the federal transitions underway, it remains to be seen if funding will continue through this entire period.
- **Are invoices currently being paid out?**
 - Yes, invoices are currently being paid by USFS. If the grant program were to end early, municipalities would still be reimbursed for eligible costs incurred before the end date. There is a 120-day window after the grant ends to submit final invoices for reimbursement, even in the case of early termination of the program.
 - Here is an example, as we understand it: if the announcement were made on July 23, 2025 that the program stopped, invoices for costs incurred through July 23, 2025 would be paid, and may be submitted within 120 days from July 23, 2025.

- **Should I plant any trees this fall in my municipality with these funds?**
 - Our USFS contact suggests that municipalities may confidently move forward with plans for a fall 2025 planting.
- **If we don't fulfill the grant, will we get penalized at all? For example, if we don't plant all trees we'd said we would in a time frame, is there any penalty?**
 - There is no penalty for not planting all the trees originally planned, as long as costs are in line with the number of trees that have been planted.
- **How many trees remain to be planted under my municipality's agreement?**
 - Under the NEW Water/De Pere agreement, 193 trees remain to be planted.
 - We're here to assist you in successfully completing this within the grant period. If you anticipate needing to decrease the number of trees to be planted, please reach out to us as soon as possible so we can work together to adjust your agreement accordingly.
- **If USFS cancels the grant and program for any reason, is NEW Water guaranteeing payment for any trees we would purchase?**
 - If USFS funding were to fall through, NEW Water will not be covering payment for trees purchased after you were informed of the program being cancelled. We would have 120 days post cancellation of the grant to submit for reimbursement of grant related expenditures. Therefore, you will receive reimbursement for any trees purchased prior to being informed of grant cancellation.
- **What about any trees I order in advance from a nursery, if they aren't paid before cancellation of the program?**
 - The USFS suggests including termination clauses or cancellation policies in tree nursery purchase agreements. These typically include a "restocking fee" of X%, which can vary depending on the timing of the cancellation. Most nurseries have some form of cancellation policy, and as a matter of good practice—regardless of funding source—it is advisable to have clear termination clauses in place. Please contact NEW Water if you would like some example termination clauses that have been offered by USFS.
- **Will this tree grant program be extended?**
 - No. This grant cannot be extended beyond August 1, 2026 due to the expiration date of the master agreement that USFS has with the Environmental Protection Agency.

If you have any questions, concerns, or would like to talk through your planting plans, please don't hesitate to reach out. We're happy to provide support as you move forward and want to ensure you feel confident in your next steps.

Thank you for your continued partnership to improve area waterways!

Angela Kowalzek (she/her)
 Contract & Grant Specialist | NEW Water
 (920) 438-1072 | www.newwater.us



City of De Pere, Wisconsin

I.11

Request for Common Council Action

MEETING DATE:	September 2, 2025
DEPARTMENT:	City Clerk
FROM:	
SUBJECT:	Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor License for Otters on Birch LLC (DBA Otters on Birch), 617 Birch St. Agent: William A. Faucett, Appleton, WI.
RECOMMENDED ACTION:	Approve

The Police Department conducts background checks twice a month for all applications received during the previous two weeks. Due to the timing of this practice, results have not been received as of the agenda publication deadline. If approved, the Clerk's office will not issue the license until the background check results have been confirmed.

ATTACHMENTS:

Otters on Birch_application, Otters on Birch_attachments

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only
Municipality
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	We will invoice you separately.
Background Check Fee	
Publication Fee	\$ 30
Total Fees	\$ 30

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)

Others on Birch LLC

2. Business Trade Name or DBA

Others on Birch

3. FEIN

39-3804380

4. Wisconsin Seller's Permit Number

5. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization

Wisconsin

7. Date of Organization

8/15/2025

8. Wisconsin DFI Registration Number

0046939

9. Premises Address

617 Birch Street

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

3

16. Premises Phone

17. Premises Email

ottersonbirch@gmail.com

18. Website

ottersonbirch.com

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.

First floor of 617 Birch is where beverages will be served/sold. Storage in basement and first floor.

20. Mailing Address (if different from premises address)

21. City

22. State

23. Zip Code

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 or 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
Faucett	William	Manager	
Bauer	Kevin	Manager	

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 Faucett		First Name William		M.I. A
Title Manager		Email ottersonbirch@gmail.com		Phone 920-461-2530
Signature 			Date 8/17/25	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk 8/18/25	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	



Request for Common Council Action

MEETING DATE:	September 2, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT:	Resolution #25-96 Approving de Minimis Determination and Authorizing Temporary Limited Easement Donation to the Wisconsin Department of Transportation (Parcel WD-904-W-36-A; Kiwanis Park)
RECOMMENDED ACTION:	Staff recommends approval

The Board of Park Commissioners, at the August 21, 2025 meeting, approved the SBC Project GV-15 at Kiwanis Park. The motion was approved unanimously with a 5-0 vote.

ATTACHMENTS:

Reso25-96, SBC Project-GV-15_KiwanisPark-de minimis_Concurrence letter-FINAL,
Memo.Kiwanis Letter

RESOLUTION #25-96

APPROVING DE MINIMIS IMPACT DETERMINATION AND AUTHORIZING TEMPORARY LIMITED
EASEMENT DONATION TO THE WISCONSIN DEPARTMENT OF TRANSPORTATION
(Parcel WD-904-W-36-A; Kiwanis Park)

WHEREAS, as part of an expansion project along Southbridge Road and Red Maple Road (GV-15) in cooperation with Brown County and the Federal Highway Administration, the Wisconsin Department of Transportation (WisDOT) is seeking a Temporary Limited Easement for a narrow portion of City property along the northern edge of Kiwanis Park for conversion to transportation right-of-way and replacement of an existing culvert as part of the Southern Bridge Corridor work; and

WHEREAS, as part of the Section 4(f) process, a de minimis determination must first be obtained by the WisDOT to identify all potential measures to mitigate or minimize harm to publicly owned parks, recreation areas, wildlife refuges or historic sites; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which consents to the provision of the de minimis impact determination to the WisDOT and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby authorizes the Parks, Recreation & Forestry Director to provide the de minimis impact determination to the Wisconsin Department of Transportation.

BE IT FURTHER RESOLVED THAT:

The Common Council hereby approves the necessary donation of a portion of Parcel WD-904-W-36-A (approximately 0.11 acres), as well as a Temporary Limited Easement in the amount of 0.07 acres to the Wisconsin Department of Transportation in advancement of the grading improvements for the expansion of Southbridge Road and Red Maple Road

and the connecting portion of American Boulevard as part of the Southern Bridge Project and authorizes the City Manager to execute all necessary documents to complete the transfer, subject to review by the Law Department and any revisions as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of September, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 08/21/2025

Wisconsin Department of Transportation
ATTN: Katie Schwartz (Project Manager)
Northeast Region
944 Vanderperren Way
Green Bay, WI 54304

July 21, 2025

Subject: GV-15 Improvement Project – Finding of *de minimis* impact determination

Project I.D. 4985-04-00/70
C De Pere – CTH GV
Lawrence Drive – CTH D
Future County GV, South Bridge Connector
Brown County

Dear Ms. Schwartz:

This letter is in reference to the Wisconsin Department of Transportation (WisDOT) and Brown County project along Southbridge Road and Red Maple Road in Brown County (GV-15) as it relates to Kiwanis Park (here forth referred to as 'the park') which is located in the City of De Pere (here forth referred to as the "City"). The park is 10.48-acres and includes a playground area, picnic area, soccer fields, and sledding hill.

The project would result in acquisition of permanent (fee) right-of-way totaling 0.11 acres and a Temporary Limited Easement (TLE) of 0.07 acres from the park. The acquisition area falls within a portion of the park that the City utilizes as part of its stormwater management system. This part of the park is undeveloped and currently has no recreational features.

It is the City's understanding that the fee is necessary due to constraints of the current narrow right-of-way. Additionally an existing culvert within the fee area is proposed for replacement. The TLE is needed for temporary grading due to the steep slopes in this section of the park.

The City's most recent Comprehensive Outdoor Recreation Plan 2024-2029 recommends improving the trails in the wooded area of Kiwanis Park to ADA-compliant standards and extending the trail up to the future South Bridge Connector route. The GV-15 build alternatives would include minor grade adjustments and would not affect the City's ability to construct the ADA compliant trail in the future.

The City's understands the proposed mitigation measures include restoration/replanting to existing conditions for any vegetated areas that are disturbed. Additionally, the City will be compensated for the acquisition of the permanently impacted park area.

After review of the proposed project, Project ID 4985-04-00, and allowing the public an opportunity to review and comment on the effects of the project, the City concurs that this project will not have any adverse effects on the activities, features or attributes that qualify Kiwanis Park as eligible for protection under Section 4(f).

Sincerely,

Marty Kosobucki
Parks, Recreation & Forestry Director; City of De Pere

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: August 21, 2025

RE: Kiwanis Park Land/WDOT Acquisition

Summary:

The Wisconsin Department of Transportation (WDOT) is looking for a letter from City of De Pere staff indicating our cooperation for a portion of Kiwanis Park be turned over to the WDOT for the Southern Bridge Corridor work. Staff have reviewed the plans and do not feel the identified property has any negative impact to the park.

Staff Recommendation: Approve letter acknowledging a part of Kiwanis Park being turned over to the WDOT for the Southern Bridge Corridor project.



City of De Pere, Wisconsin

I.13

Request for Common Council Action

MEETING DATE:	September 2, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schleinz, City Planner/Zoning Administrator
SUBJECT:	Resolution #25-97 Approving public utility gas easement for Wisconsin Public Service (Parcel WD-98; 530 Grant Street).
RECOMMENDED ACTION:	Approval

On August 25, 2025, Plan Commission unanimously recommended approval by a vote of 6-0.

ATTACHMENTS:

Reso25-97, New Easement and Supporting Documents - 12 Aug 2025, PC Report

RESOLUTION #25-97

APPROVING PUBLIC UTILITY GAS EASEMENT FOR WISCONSIN PUBLIC SERVICE
(Parcel WD-98; 530 Grant Street)

WHEREAS, to facilitate relocation of a gas line that conflicts with a new City manhole in the Grant Street right-of-way, Wisconsin Public Service is requesting a twelve-foot Easement on City property located at 530 Grant Street, specifically on the south and east edges to minimize conflict with any future development; and

WHEREAS, Wisconsin Public Service has negotiated language with City staff to minimize the impact of damage to City's urban orchard located on this parcel during construction, or the potential tree loss resulting from construction, pursuant to the terms and conditions of the attached Easement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the Easement in favor of Wisconsin Public Service, as is attached hereto.

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 2nd day of September, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Plan Commission Approval: 08/25/2025



Planning/Zoning Application

Planning & Zoning Department

Submitted On:

Jul 10, 2025, 01:59PM EDT

Revision submitted on
Aug 12, 2025, 11:09AM CDT

Parcel Number: (Include ALL parcels)	WD-98
Nearest property address to the project site:	Street Address: 530 Grant St (VFW Park) City: De Pere State: W Zip: 54115
Check each project type that is being applied for:	Easement
Is this project creating a new easement or releasing an existing easement?	New Easement
Current De Pere Zoning Districts:	PI-1
Existing Site Land Uses:	Public & Civic
Proposed Site Land Uses:	Right-of-way
Does the project comply with the Comprehensive Plan?	No
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: City Last Name: De Pere
Is the property owner's address the same as the nearest property address?	Yes
Property Owner's Phone Number:	920-339-4072
Property Owner's Email Address:	pschleinz@deperewi.gov
Is someone processing the project for the property owner as their authorized representative?	No
Please attach an EXHIBIT MAP with the easement boundary.	Easement_City of De Pere_LI 3332725_3456544.pdf
Please attach a WORD DOCUMENT with the boundary legal description and a	3456544_TPN WD-98_LEGAL DESCRIPTION.docx

description about why the easement change is needed.		
How do you plan on paying for your application?		Online with a credit card
Total Due:		\$375.00
Signature Data	First Name: Michelle Last Name: Somers Email Address: michelle.somers@wecenergygroup.com	
	 Signed at: July 10, 2025 1:45pm America/New_York	
User's Session Information		IP Address: 161.69.57.14 Referrer URL:

3332725

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of De Pere, a Wisconsin municipal corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of **Lots 115 & 116** of the recorded **Assessor's Plat of Nicolet (now known as City of De Pere)** and part of the Parcel Described on the Attached Exhibit "B", being part of Private Claim **29 West side of the Fox River, City of De Pere, County of Brown, State of Wisconsin**, as shown on the attached Exhibit "A".

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number
(PIN)

WD-98

- 1. Purpose: GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area. Grantee acknowledges and understands that the easement area consists of an urban orchard with certain above ground plantings. Accordingly, Grantee shall obtain approval from Grantor prior to the controlling of any branches trees and or roots within the Easement Area by cutting, trimming, chemically treating and/or other means as may be necessary for the Grantee's facilities in the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area. Grantee agrees to pay replacement costs of trees located within or adjacent to the easement area that are damaged during construction or die prior to October 2028. This restoration agreement applies to the original Grantor only and does not apply to any heirs, successors or assigns of said land.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.
9. **Indemnification.** Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, 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 Grantee, any contractor or subcontractor performing work on behalf of Grantee in the Easement Area, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, 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 Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Grantee shall reimburse the Grantor, 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.

This indemnity provision shall survive the termination or expiration of this Easement agreement.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

City of De Pere, a Wisconsin municipal corporation
Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE)
OF _____)SS
COUNTY)
OF _____

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ City of De Pere, a Wisconsin municipal corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

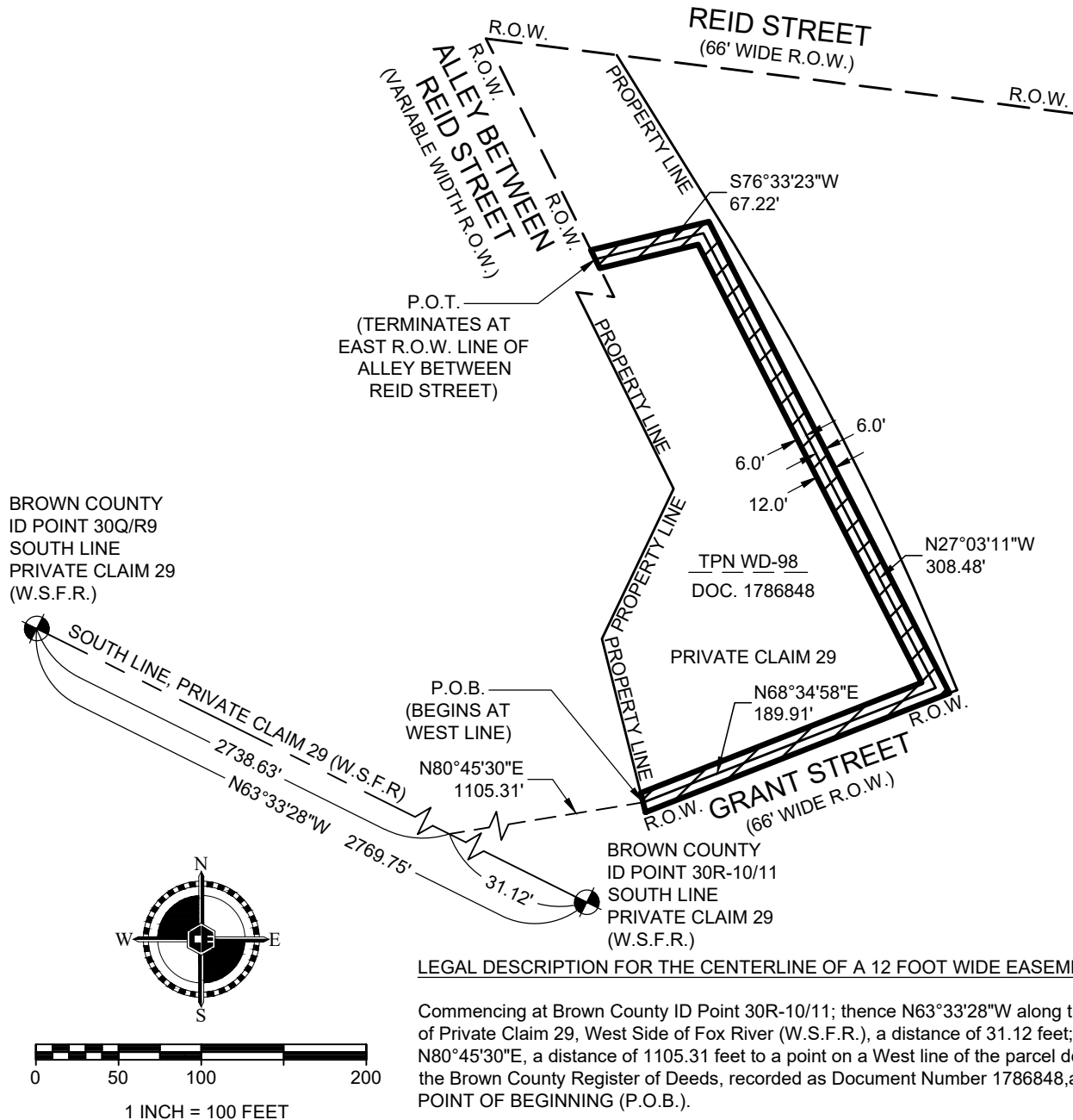
Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1486194	WMIS-3456544	3332725	INT11-486-194

EXHIBIT "A"

PART OF THE PARCEL DESCRIBED IN THE BROWN COUNTY REGISTER OF DEEDS AS DOCUMENT NUMBER 1786848; ALSO BEING PART OF LOTS 115 AND 116 OF THE ASSESSOR'S PLAT OF NICOLET, BEING PART OF PRIVATE CLAIM 29, WEST SIDE OF THE FOX RIVER, ALL IN THE CITY OF DE PERE, COUNTY OF BROWN, STATE OF WISCONSIN



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
TPN	TAX PARCEL NUMBER
	EASEMENT AREA

WR NUMBER: 3456544

DOC ID: N/A

EASEMENT AREA: ± 6,787 SQ.FT. / ± 0.156 ACRES

CEC PROJ: 250584

Page 1 of 1



COLEMAN ENGINEERING COMPANY

IRON MOUNTAIN • IRONWOOD • GREEN BAY
835 Circle Drive, Iron Mountain, Michigan
www.coleman-engineering.com

PREPARED FOR:

Wisconsin Public
Service Corporation



2830 S. Ashland Ave
P.O. BOX 19001
Green Bay, WI
54307-9011

DRAWN BY:
BRT

CHECKED BY:
JMR

DATE:
7/2/2025

BEARINGS ARE BASED ON BROWN
COUNTY COORDINATE SYSTEM

EXHIBIT "B"

Property Description from **Brown County Register of Deeds Document Number 1786848**
Parcel Identification Number: WD-98

Beginning at the point of intersection of the South line of Reid Street in the City of De Pere, Wisconsin, as per the recorded plat thereof, and a line that lies parallel and/or concentric with and 56.0 feet normally distant Westerly from the presently existing Main Track

centerline of Fox Valley & Western Ltd.; thence Southeasterly along the last said parallel and/or concentric line a distance of 460 feet, more or less, to a point on the Northerly line of Grant Street (CTH "EE") in the City of De Pere, Wisconsin, as per the recorded plat thereof; thence Southwesterly along said North line of Grant Street a distance of 95 feet, more or less, to a point on the West line of a parcel of land conveyed by John Wiley, et al, to the Chicago & North Western Railway Company, predecessor of the Grantor, by deed dated August 30, 1870, and recorded on September 2, 1870 in Book 19, Page 315, in and for Brown County, Wisconsin; thence Northwesterly along the last said West line a distance of 310 feet, more or less, to a point marking the Southwest corner of a parcel of land conveyed by Louis Carabin to the Chicago & North Western Railway Company, predecessor of the Grantor, by deed dated January 31, 1862, and recorded on January 31, 1862 in Book 4, Page 224, in and for Brown County, Wisconsin; thence Northwesterly along the West line of the aforesaid deed described in Book 4, Page 224, a distance of 200 feet, more or less, to a point on the South line of said Reid Street; thence Easterly along said South line of Reid Street a distance of 110 feet, more or less, to the point of beginning. Containing 1.06 acres of land, more or less.

3456544_TPN WD-98_LEGAL DESCRIPTION

PART OF THE PARCEL DESCRIBED IN THE BROWN COUNTY REGISTER OF DEEDS AS DOCUMENT NUMBER 1786848; ALSO BEING PART OF LOTS 115 AND 116 OF THE ASSESSOR'S PLAT OF NICOLET, BEING PART OF PRIVATE CLAIM 29, WEST SIDE OF THE FOX RIVER, ALL IN THE CITY OF DE PERE, COUNTY OF BROWN, STATE OF WISCONSIN

Consideration and possible action for a new 12-foot-wide gas easement at the south and east ends of 530 Grant ST (Parcel WD-98).*



REQUESTED ACTION: New 12-foot-wide gas easement for Wisconsin Public Service Corporation.

COMMON DESCRIPTION: 530 Grant ST, northeast from the Grant ST and Sixth ST intersection.

ZONING: PI-1 (Neighborhood Public Institutional District).

SURROUNDING LAND USES: City Park to the north and west (PI-1).
Parking lot and undeveloped (MX2) to the south.
Railroad (PI-1) to the east.

COMPREHENSIVE PLAN: Natural Areas.

APPLICANT/OWNER:	<u>Applicant</u> Michelle Somers, SR/WA SR Real Estate Agent – Distribution Right of Way WEC Energy Group 231 W Michigan ST Milwaukee, WI 53023	<u>Property Owners</u> City of De Pere 335 S Broadway ST De Pere, WI 54115-2593
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LAND USE HISTORY: The undeveloped property had an urban orchard planted in 2016.

STAFF REVIEW:

Summary

The new easement allows for a gas line to be installed by Wisconsin Public Service Corporation on City property.

Details

Wisconsin Public Service Corporation is requesting a new 12-foot-wide gas easement at the south and east ends of 530 Grant ST. The new easement allows a gas line to be relocated, due to a new City manhole that conflicted with the gas line in the Grant ST right-of-way. The easement is located on the edge of the proposed property to minimize conflict with future development. However, the easement impacts an urban orchard, so City staff asked for text to be added to the easement document related to notifications when trimming and managing orchard tree branches, liability for damage of orchard trees, indemnification, and replacement for the next three years if trees loss occurs due to the boring/installation of the gas line.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of a new 12-foot-wide gas easement at the south and east ends of 530 Grant ST and forwarding the recommendation to the Common Council for final approval. The final easement language will be subject to the final approval of the City Attorney's office.



Request for Common Council Action

MEETING DATE: September 2, 2025
DEPARTMENT: Development Services
FROM:
SUBJECT: Consideration and Possible Action on the Consent to Collateral Assignment of Development Agreement and Municipal Revenue Obligation with De Pere 230 Development Partners LLC regarding the Former Shopko Site - Building F Development Project.
RECOMMENDED ACTION: Approve

Developer 230 Development Partners LLC is requesting that the City consent to a Collateral Assignment of its Development Agreement to Associated Bank in order to obtain additional funding to advance the project.

ATTACHMENTS:

Assignment of Development Agreement and Consent, TID #18-De Pere 230 Development Partners (Parcel Nos. ED-861 and ED-875)-2024

Document Number

Name and Return Address

Douglas G. French
Mallery s.c.
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202

See Exhibit A

Parcel Identification Number (PIN)

COLLATERAL ASSIGNMENT
OF DEVELOPMENT
AGREEMENT AND
MUNICIPAL REVENUE
OBLIGATION

Recording Area

Date: September ____, 2025

WHEREAS, pursuant to that a Construction Loan Agreement of the same date as this Assignment (together with all renewals, amendments, modifications, increases and extensions thereof, the “Loan Agreement”) between **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association (“Lender”), and **WILLIAM STREET INVESTMENT PARTNERS, LLC**, a Wisconsin limited liability company (“Borrower”), Lender has agreed to make loans to Borrower in the aggregate principal amount of Twelve Million Eight Hundred Forty-Five Thousand and no/100 Dollars (\$12,845,000.00) (the “Loans”); and

WHEREAS, Loans are evidenced by Promissory Notes of the same date as this Assignment in the principal amounts of Eleven Million and no/100 Dollars (\$11,000,000.00) and One Million Eight Hundred Forty-Five Thousand and no/100 Dollars (\$1,845,000.00) from Borrower to the order of Lender (the “Notes”) and secured by (among other things) a Construction Mortgage, Security Agreement, Fixture Filing, and Assignment of Leases and Rents of the same date as this Assignment from Borrower on certain real property located in Brown County, Wisconsin, legally and particularly described in **Exhibit A** attached hereto and made a part hereof (the “Property”); and

WHEREAS, Borrower (as assignee of its affiliate, De Pere 230 Development Partners LLC) and the City of De Pere, a Wisconsin municipal corporation (the “City”) are parties to a Development Agreement dated September 17, 2024 (together with all amendments now and hereafter executed relating thereto, the “Development Agreement”) in connection with the development of the Property, pursuant to which Development Agreement, the City has agreed to (1) provide Borrower with an incentive in the amount of Two Million Fifty Thousand and no/100 Dollars (\$2,050,000.00) (the “Project Incentive”); and (2) issue to Borrower a municipal revenue obligation in an amount not to exceed One Million and no/100 Dollars (\$1,000,000.00) (the “MRO”) upon satisfaction of certain of Borrower’s obligations under the Development Agreement; and

WHEREAS, Lender is unwilling to make the Loans unless Borrower executes this Collateral Assignment of Development Agreement and Municipal Revenue Obligation (this “Assignment”), and Borrower desires to give this Assignment to Lender to induce Lender to make the Loans.

NOW THEREFORE, FOR VALUE RECEIVED, the parties hereto agree as follows:

1. Assignment. Borrower does hereby assign, pledge, transfer, and set over to Lender all of its right, title and interest in, to and under the Development Agreement, including but not limited to Borrower's right to receive the Project Incentive and the payments due Borrower under the MRO. The Development Agreement is hereby assigned as collateral security for certain indebtedness of Borrower to Lender evidenced by the Notes or so much as may be advanced by Lender to Borrower pursuant to the terms of the Notes and the Loan Agreement. Upon issuance of the MRO, Borrower shall deliver the original MRO to Lender upon Lender's request. Borrower authorizes and directs the City, upon written notice from Lender that an Event of Default has occurred in connection with the Loans, to make any and all such payments directly to Lender, for application to the Obligations defined in the Mortgage. If and when the Obligations are satisfied in full, then this Assignment shall terminate and Lender shall return the original MRO to Borrower. Notwithstanding any provision herein to the contrary, this Assignment shall not terminate prior to thirty (30) calendar days after the City has received written notice from Lender and Borrower of Lender and Borrower's intentions to terminate this Assignment. Lender's written notice under this Section shall be provided by the individual identified in Section 3 below. Borrower and Lender each agrees to indemnify and hold harmless the City from any and all actions, claims, liabilities, damages, costs, expenses and losses, including, but not limited to, attorneys' fees incurred by (or made against) the City as a result of the City making a payment or payments under the MRO directly to Lender. The City shall deliver payments under the MRO at the address set forth in Section 3 of this Assignment and made payable to "Associated Bank, National Association."

2. Security Interest in Development Agreement. In addition, Borrower hereby grants to Lender a security interest in Borrower's right, title, and interest in the Development Agreement, if and to the extent that a security interest may be granted therein under the Wisconsin Uniform Commercial Code, and Borrower acknowledges that Lender shall have all of the rights and remedies with respect thereto provided for by the Wisconsin Uniform Commercial Code, in addition to the other rights and remedies herein granted to Lender, in the event of the occurrence of an Event of Default.

3. Remedies Upon Event of Default. Upon the occurrence of an Event of Default (as defined in the Loan Agreement), Lender shall have the right (but not the obligation) to assume all rights and obligations of Borrower under the Development Agreement. Nothing herein contained shall be deemed to affect or impair any rights which Lender or Lender may have under the Notes or the other Loan Documents (as defined in the Loan Agreement). Prior to the occurrence of an Event of Default and the election by Lender to assume Borrower's rights and obligations under the Development Agreement, nothing in this Agreement shall be construed as an assumption by Lender of any liability or obligation of Borrower under the Development Agreement; provided, that Lender acknowledges and agrees that if the Event of Default occurs prior to Developer's completion of the development of the Property, the Project Incentive is not payable and the MRO will not be issued. This Assignment does not in any way relieve Borrower of its obligations under the Development Agreement. At all times, the City may enforce any provision of the Development Agreement against Borrower, and in no event shall this Assignment constitute a waiver of any of the City's rights under the Development Agreement.

4. No Obligations of Lender. Borrower agrees that, notwithstanding anything to the contrary contained in the Development Agreement, Lender does not assume any of Borrower's obligations or duties concerning the Development Agreement, including but not limited to, the obligation to pay for the work done pursuant to the Development Agreement, until and unless Lender shall exercise its rights hereunder to assume the obligations of Borrower with respect to the Development Agreement or Lender acquires title to the Property by its exercise of its right of foreclosure of the Property or the exercise of any power of sale or conveyance in lieu of such sale or foreclosure.

5. Representations and Warranties. Borrower hereby represents and warrants to Lender that: (a) no previous assignment of its interest in the Development Agreement has been made; (b) the Development Agreement is in full force and effect and constitutes a valid and legally enforceable obligation of the parties thereto; and (c) there are no defaults now existing thereunder by either party thereto as of the date hereof. Borrower agrees not to assign, sell, pledge, transfer, mortgage or otherwise encumber its interest in the Development Agreement so long as this Assignment is in effect, or amend the Development Agreement without Lender's prior written consent. This Assignment shall be binding upon Borrower and its successors and assigns and inure to the benefit of Lender and its successors and assigns.

6. Miscellaneous.

(a) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflict of laws principles.

(b) Headings. The titles and headings of the articles, sections and paragraphs of this Assignment have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions of this Assignment.

(c) Invalid Provisions. In the event that any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Borrower and Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

(d) Binding Provisions. The covenants, warranties, agreements, obligations, liabilities, and responsibilities of Borrower under this Assignment shall be binding upon and enforceable against Borrower and its legal representatives, administrators, successors, and permitted assigns.

(e) Counterparts. This Assignment may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Assignment.

(f) JURISDICTION AND VENUE. BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND

ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF MILWAUKEE COUNTY OR BROWN COUNTY, WISCONSIN, OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WISCONSIN OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THIS ASSIGNMENT. BORROWER WAIVES ANY CLAIM THAT MILWAUKEE COUNTY OR BROWN COUNTY, WISCONSIN, OR THE EASTERN DISTRICT OF WISCONSIN IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

(g) JURY WAIVER. BORROWER AND LENDER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWER AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN BORROWER AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

[Signature page follows]

Executed as of the date first written above.

BORROWER:

**WILLIAM STREET INVESTMENT
PARTNERS, LLC**

By: TIP Manager, LLC, Manager

By: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
_____ COUNTY)

This instrument was acknowledged before me September ____, 2025 by
_____, _____ of TIP Manager, LLC, Manager of William
Street Investment Partners, LLC.

Notary Public, State of Wisconsin
My commission _____

[City's Consent follows]

**CONSENT TO COLLATERAL ASSIGNMENT OF DEVELOPMENT
AGREEMENT AND MUNICIPAL REVENUE OBLIGATION**

Date: September ____, 2025

THE CITY OF DE PERE, a Wisconsin municipal corporation (“the City”), hereby consents to the foregoing and attached Collateral Assignment of Development Agreement and Municipal Revenue Obligation (together with all renewals, amendments, modifications, increases and extensions thereof, the “Assignment”) from **WILLIAM STREET INVESTMENT PARTNERS, LLC**, a Wisconsin limited liability company (“Borrower”), to **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association (“Lender”). Capitalized terms not otherwise defined in this Consent have the definitions provided in the Assignment.

The City certifies to Lender that Assignor is not in default under the Development Agreement and nothing has occurred that, with the giving of notice or the passage of time or both, would constitute such a default.

The City agrees that upon the occurrence of an Event of Default (as defined in the Loan Agreement), Lender shall have the right (but not the obligation) to assume all obligations of Borrower under the Development Agreement. Nothing herein contained shall be deemed to affect or impair any rights which Lender or Lender may have under the Note or the other Loan Documents (as defined in the Note).

Provided that Lender has not exercised its right to terminate the Development Agreement, the City agrees to perform pursuant to the terms and conditions of the Development Agreement, including making any and all payments due Borrower in connection with the Project Incentive and under the MRO directly to Lender, in the event of any Event of Default by Borrower under the Loan Documents or any foreclosure of the Property by Lender, or the exercise of any power of sale or conveyance in lieu of such sale or foreclosure, so long as all obligations owed to the City are satisfied in accordance with the Development Agreement. The City agrees with Borrower and Lender that, notwithstanding anything to the contrary contained in the Development Agreement: (i) Lender does not assume any of Borrower’s obligations or duties concerning the Development Agreement, including, but not limited to, the obligation to pay for the work done pursuant to the Development Agreement, until and unless Lender elects to assume Borrower’s rights under the Development Agreement under the Assignment with respect to the Development Agreement or Lender acquires title to the Property by its exercise of its right of foreclosure of the Property or the exercise of any power of sale or conveyance in lieu of such sale or foreclosure; and (ii) in the event of any default (and after any applicable cure period) by Borrower in its duties and obligations under the Development Agreement, prior to terminating the Development Agreement or taking any adverse action against Borrower, the City shall send written notice of such default and failure to cure, specifying such default in detail, to Lender at 200 North Adams Street, 200 North Adams Street, Green Bay, Wisconsin 54301, Attention: Tim Jorgensen, either by (a) personal delivery or registered or certified U.S. mail, first class, postage prepaid, return receipt requested, or (b) by nationally recognized overnight delivery service, and Lender shall have thirty (30) days after receipt of such written notice in which to cure such default (or such additional reasonable period of time as may be required in the case of a non-monetary default if such default cannot, with

diligence, reasonably be cured within 30 days, not to exceed ninety (90) days, inclusive of the original 30-day period).

All terms not defined in this Consent shall have the meanings ascribed to such terms in the foregoing Assignment.

[Signature page follows]

Executed as of the date first written above.

CITY:

CITY OF DE PERE

By: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
_____ COUNTY)

 This instrument was acknowledged before me September ____, 2025 by
_____, _____ of the City of De Pere.

Notary Public, State of Wisconsin
My commission _____

Drafted by
Douglas G. French
Mallery s.c.
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202

Attachment:
Exhibit A – Legal Description

EXHIBIT A

Legal Description

Lot Two (2), Certified Survey Maps, Map No. 9802, as Document No. 3075335; being a part of Lot Two (2), Volume 15 Certified Survey Maps, Page 21, Map No. 2916, as Document No. 1050354; said maps being Lots 1-12 and the vacated alley of Block 20; and Lots 1-3 and 10-12 and part of Lots 4 and 9 and part of vacated alley of Block 24; and Lots 4-8 and part of Lot 9 and part of vacated alley of Block 23; and part of vacated Williams and Wisconsin Street, according to the recorded Plat of De Pere, East side of Fox River, in the City of De Pere, Brown County, Wisconsin.

**DEVELOPMENT AGREEMENT BETWEEN CITY OF DE PERE
AND DE PERE 230 DEVELOPMENT PARTNERS LLC
FORMER SHOPKO SITE - BUILDING F
(Parcel Numbers ED-861 and ED-875)**

THIS DEVELOPMENT AGREEMENT is made and entered into this 17th day of September, 2024, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and De Pere 230 Development Partners LLC, a Wisconsin limited liability company ("Developer").

RECITATIONS

WHEREAS, Wis. Stat. §66.1105 provides the authority and establishes procedures by which the City of De Pere may create Tax Increment Financing Districts ("TIDs") and support development projects within blighted areas of the City through the use of tax incremental financing; and

WHEREAS, Developer has acquired two parcels of real estate identified as Parcel Numbers ED-861 and ED-875 and legally described on Exhibit A attached hereto (the "Developer Parcels"), upon which Developer has proposed an approximately \$90 million comprehensive, multi-stage, mixed-use redevelopment project including various commercial, residential and public uses including apartments, condominiums, a hotel, and a public plaza (as further defined below, the "Redevelopment"); and

WHEREAS, the initial stage of the Redevelopment consists of the redevelopment of a portion of the Developer Parcels including street or alley vacations and dedications, the construction by the City of a parking ramp, and the construction by Developer of the Project (as that term is defined below); and

WHEREAS, the City has created its Tax Increment District No. 18 (the "District") as a rehabilitation and conservation district, which District includes the Developer Parcels described above; and

WHEREAS, the Project will promote the revitalization and economic stability of the City and newly created Tax Increment District as a whole; and

WHEREAS, the Project would not be viable and Developer would not undertake the development of the Project but for its reliance upon receipt of tax increment financing to reimburse Developer for a portion of the significant development expenses and project costs associated with the Project; and

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

WHEREAS, the City believes it is appropriate to use tax increments from the District to provide for the construction of the Project in and for the benefit of the District to facilitate development and redevelopment within the District and to provide financing for portions of such improvements and redevelopment; and

WHEREAS, the City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding tax base and employment opportunities within the City; and

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the District, including,

without limitation, providing housing options, public parking, and green space; and

WHEREAS, the Project will further those goals and the City wishes to promote the Project and provide the required financial assistance to Developer;

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

I. DEFINITIONS

- A. "Assessed Value" means the anticipated initial value placed upon the Project upon completion as determined pursuant to Wisconsin Statutes, Chapter 70. The projected full Assessed Value for the Project is Thirteen Million Dollars (\$13,000,000.00).
- B. "Assessed Increment Value" means the total Assessed Value of the Project less the Base Assessed Value. If the Assessed Increment Value of the Project as of January 1, 2027, and through the term of this Agreement is less than Twelve Million Seven Hundred Seventy-Four Thousand Five Hundred Sixty-Seven Dollars and No Cents (\$12,774,567.00), the Deficit Payment (defined below) provisions of Paragraph IV.D. shall apply.
- C. "Base Assessed Value" means the total 2024 equalized assessed value of the Property.
- D. "Certificate of Occupancy" means the certificate issued by the Development Services Department upon completion of the Project so as to permit occupancy of the same.
- E. "City" means the City of De Pere.
- F. "Deficit Payment" means the payment required of Developer under Section IV.D. if in any year, the Minimum Annual Property Tax Payment set forth in Exhibit D, incorporated herein by reference, is not made or satisfied in full.

- G. "Developer" means De Pere 230 Development Partners LLC, a Wisconsin limited liability company and/or an affiliated special purpose entity formed for purposes of owning and developing the Project.
- H. "Developer Parcels" means the parcels of real estate identified as Parcel Number ED-861 and Parcel Number ED-875 as legally described on Exhibit A consisting of the Redevelopment.
- I. "District" means the City of De Pere Tax Incremental District No. 18, which includes the Project.
- J. "Force Majeure" means a delay in achieving Substantial Completion of the Project as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including strikes, war, acts of nature, acts of God, pandemics, epidemics, or other forces majeure. Force Majeure shall not work to extend the implementation of the Project Valuation Warranty under Section IV.E.
- K. "Minimum Annual Property Tax Payment" means the minimum yearly total property tax payment required to be paid by Developer commencing with the 2027 tax year (payable in calendar year 2028) and as set forth in Exhibit D and referenced as the TID Revenue Payment.
- L. "Project" means the construction of the mixed-use building identified on Exhibit A-1 as "Building F" within the District, together with related site improvements, all as set forth in additional detail on Exhibit A-2 attached hereto.
- M. "Project Incentive" means the up-front Project Cost incentive provided to Developer as

set forth in Paragraph IV.E.

- N. "Redevelopment" means the comprehensive redevelopment of Parcel Numbers ED-861 and ED-875, formerly known as the Shopko site, located in De Pere, Wisconsin, and as more specifically described and depicted in the preliminary concept plan attached hereto as Exhibit A-1, which is incorporated herein by reference.
- O. "Substantial Completion or Substantially Completed" means that a certificate of occupancy and complete site plan approval for the Project have been issued by the City Building Inspection Department and Zoning Administrator.
- P. "Tax Increment" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the land and improvements comprising the Project and any taxable property associated with the Project.
- Q. "Term of the Agreement" means the period beginning on the date of this Agreement and ending on the Final Payment Date (as that term is defined in Paragraph VII. A., below).

II. GENERAL DEVELOPMENT TERMS

- A. Developer shall complete all of the following prior to the construction of the Project:
 - 1. **Land Division.** Developer shall, at its own expense, prepare a Certified Survey Map (CSM) or plat of the Developer Parcels to establish property lines for the Project and the properties to be conveyed to the City pursuant to this Agreement.
 - 2. **Cross Access Easement.** Developer shall cooperate and engage in best efforts with adjoining property owners to the Developer Parcels and the City to release the existing Cross-Access Easement obligations to allow for the Project to occur; provided, that in no case shall "best efforts" be interpreted as obligating City or Developer to

pay to obtain any such release.

3. **Utility Evaluation.** At its own expense, Developer shall prepare an evaluation of the Project's impact on the utility lines located in North Wisconsin Street, North Michigan Street, North Broadway Street, William Street, and James Street which are necessary to serve the Project and to submit such evaluation to the City to determine if existing utilities can support the Project. If utility relocation and/or upgrades are necessary to support the Project, Developer shall pay for any required public infrastructure upgrades to the extent that such relocation and/or upgrades are necessary to support the scale of the Project, including without limitation, water lines, sanitary sewer lines, storm sewer lines, sidewalks, and traffic controls. Any additional infrastructure capacity beyond that necessary to support the scale of the Project shall be at the expense of the City (for example, any over-sizing of sanitary sewer lines to accommodate users in addition to the Project).
4. **Land Transfers.** City shall purchase from Developer three (3) portions of the Developer Parcels, the approximate location and dimensions of which are described in Exhibit B, which is incorporated herein by reference. The purchased portions comprise the rights of way for extensions of Wisconsin Street and Williams Street and the parcel upon which the City will construct a parking structure pursuant to Section II.B.4, below.
5. **Ownership.** Developer shall retain ownership of the Project until all of the following occur: final completion, stabilization of occupancy, and establishment of future management. Upon or following the satisfaction of all of the foregoing, Developer

may sell, transfer or convey the Project or any part thereof, which shall be subject to the prior written consent of the City that may not be unreasonably withheld, conditioned or delayed. Developer shall provide notice to the City of any sale, but nothing contained herein shall be construed so as to require the City's approval for any such sale, transfer or conveyance except as set forth in Section IV.D.2, below. Such sale, transfer or conveyance of the Property or any part thereof shall not alter or diminish the City's obligations hereunder. Developer shall either retain its rights and/or obligations hereunder or assign all such rights and/or obligations to its assignee, as set forth in such sale, transfer or conveyance documents. The assignment of this Development Agreement to a purchaser of the Project shall be subject to the prior written consent of the City, which consent shall not be unreasonably withheld.

B. City shall complete all of the following prior to the construction of the Project:

1. **Property Transfers.** The City shall purchase the parking structure property and the Wisconsin Street and William Street rights of way as set forth in Section II.A.4 above and Exhibit B for a purchase price equal to \$25.00 per square foot, with the final square footage of the rights of way and parking structure parcel to be established by the CSM or plat prepared by Developer pursuant to Section II.A.1, above. The purchase by the City of the parcels described on Exhibit B shall occur promptly following the recording of Developer's CSM or plat and pursuant to the terms of this Agreement or a purchase agreement between the parties. The City will subsequently construct the extensions of Wisconsin Street and William Street at its sole cost and expense and shall complete such construction no later than substantial completion of

the Project.

2. **WEDC Community Development Investment Grant.** City shall apply for a WEDC Community Development Investment (“CDI”) Grant from the Wisconsin Economic Development Corporation, seeking the maximum grant available of two-hundred fifty thousand dollars (\$250,000.00). If the City is awarded the CDI Grant, City shall provide all proceeds thereof to Developer under the terms and conditions of a future Agreement between the City and Developer for Receipt and Disbursement of CDI Grant Funds.
3. **Public Parking.** Upon City’s purchase of land illustrated in Exhibit B City shall design and construct, at City’s sole cost and expense, a public parking structure based upon City’s parking consultant’s recommendations. The parking structure design shall be substantially similar to the concept plans set forth on Exhibit C. The south, west and north elevations of the structure will be clad with brick or other masonry units acceptable to Developer. The City shall use best efforts to ensure the height of the north bay of the parking structure does not exceed 17 feet, and the height of the south bay of the parking structure does not exceed 36 feet. The parking structure shall include an at grade pedestrian entrance on the north side. The City shall use best efforts to locate said entrance near a corresponding pedestrian entrance on the south side of the Project. The City shall provide the plans for the parking structure to Developer for Developer’s review and approval, which shall not be unreasonably withheld, no later than December 31, 2024, and construction of the parking structure shall be completed on or before May 31, 2026.

4. **Stormwater.** To the extent allowed by law, waive or otherwise satisfy any stormwater retention/management triggered by the Project. Developer shall use its best efforts with the City to ensure the Project meets the forty percent (40%) total suspended solids (TSS) stormwater requirements, which may include directing stormwater to newly constructed regional ponds.
5. **Cross-Access Easement.** City shall cooperate and engage in best efforts with Developer and adjoining property owners to release existing cross-access easements related to all impacted parties (owners of ED-875, ED-861, ED-878, ED-880, ED-866, the Developer and other potential parties).

III. FUTURE REDEVELOPMENT PHASES

Developer has provided the City with a preliminary concept plan for the Redevelopment, which preliminary concept plan is attached hereto as Exhibit A-1. The City acknowledges and agrees that other than Developer's obligations with respect to the Project under this Agreement, Exhibit A-1 represents a concept plan only for the balance of the Redevelopment. Developer has no obligation other than to configure subsequent phases of the Redevelopment to provide support for the City's parking structure as set forth on Exhibit A-1 and the initial terms for the Redevelopment prepared by the City Development Services Director approved by the City Council on July 18, 2023, and the completion of subsequent phases of the Redevelopment may depend upon the creation by the City of one or more additional TIDs and the negotiation of one or more additional development agreements.

**IV. ADDITIONAL DEVELOPER OBLIGATIONS, REPRESENTATIONS,
WARRANTIES, AND COVENANTS**

- A. **Commencement of Construction and Project.** Developer shall commence construction of the Project no later than January 1, 2025.
- B. **Zoning Administrator and/or Plan Commission Project Site Plan and Zoning Approval.** Developer shall take all steps necessary to obtain zoning and site plan approval no later than October 31, 2024, so as to obtain Substantial Completion. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the Plan Commission and shall be constructed in compliance with all City code and the City's Planning and Development Standards for the Downtown together with all conditions and requirements of the City.
- C. **Substantial Completion.** The Project shall be Substantially Completed and subject to full real estate assessment as of January 1, 2027.
- D. **Project Value Warranty.**
1. **Minimum Assessed Value.** Developer warrants the initial Assessed Value of the Project as of January 1, 2027, shall be not less than Thirteen Million Dollars (\$13,000,000.00). To that end, Developer, for itself and its successors and/or assigns, hereby waives all right to appeal the Assessed Value of the Project, whether to the City, State of Wisconsin or any other jurisdiction or venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the Assessed Value of the Project for the duration of the TID. If taxes payable with respect to the Project for any

year after January 1, 2027 are less than the Minimum Annual Property Tax Payment, Developer, on behalf of themselves and their respective successors and/or assigns, agree that the Deficit Payment provisions of Paragraph IV.D.3 ("Deficit Payment Calculation") shall apply.

Notwithstanding anything in the preceding paragraph to the contrary, the failure of the Project to meet the requirement for a Thirteen Million Dollar (\$13,000,000.00) Assessed Value shall not be a default under the terms of this Agreement so long as Developer complies with the Deficit Payment provisions of this Agreement.

2. **Property to Remain Taxable.** For the duration of the District, Developer, on behalf of itself and/or its successors and assigns, hereby agrees that it shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project to an entity whereby such sale or lease would cause such portion of the Project to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or any portion thereof to become tax exempt. Should the Project nevertheless become tax exempt, Developer, for itself or its successors and/or assigns, hereby agrees that Deficit Payments shall then be made by the Owners or Developer of the Project in accordance with the process set out in Paragraph IV.D.3.
3. **Minimum Annual Property Tax Payment and Deficit Payment Calculation.**

Developer, for itself and its successors and assigns, obligates itself to timely pay Minimum Annual Property Taxes during the term of this Agreement of not less than the amounts set forth on Exhibit D on the Project, commencing with the 2027 tax year (payable in calendar year 2028). Should Developer's Annual Property Tax Payment for any tax year beginning on or after January 1, 2027, not meet the Minimum Annual Property Tax Payment, Developer, and its successors and assigns, shall make a Deficit Payment to the City equal to the difference between the Minimum Annual Property Tax Payment and the actual property taxes paid by Developer or its successors and assigns for each year the Minimum Annual Property Tax Payment is not met. The Deficit Payment shall be due and payable in full on or before July 31 of each year due commencing in 2028. If not paid in full by said date, the Deficit Payment amount shall be deducted from the MRO PAYGO Developer Incentive due Developer under this Agreement.

If the Deficit Payment is not fully paid by August 31 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

E. Representations, Warranties and Covenants. Developer represents, warrants and covenants that:

1. it is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to

do so would have a material adverse effect on its business or financial condition; and

2. it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement; and
3. the execution, delivery, and performance of its obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and
4. this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms; and
5. it will expeditiously complete the development and construction of the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the final plans provided to the City regarding the Project (the "Final Plans"); and
6. it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City; and

7. it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of the Project; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within thirty (30) days after the filing of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require; and
8. it will take all reasonable steps to forestall claims of lien against the Project (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Project; and
9. it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Project in at least the amount of the full replacement, completed value of the improvements on the Project; and
10. it will pay and discharge all taxes, assessments and other governmental charges upon the Project when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Project; and

11. it will promptly furnish to the City written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer; and
12. it shall deliver to the City revised statements of estimated costs of the construction for the Project showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer; and
13. it shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and
14. no litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer' financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing; and
15. there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Project; and
16. the person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this

Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement; and

17. that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

F. Parking. Developer shall provide parking for commercial uses on-site or through the use of on-street or shared parking as allowed by law. Developer shall provide minimum parking for residential uses at the rates provided in the City's zoning code. When private surface parking owned by the developer is no longer available, the Developer shall lease parking stalls from the City's parking structure identified as Site E on Exhibit A-1 for any parking shortfalls not provided on-site. City and Developer shall negotiate lease terms based on the market conditions at the time of leasing.

G. Utilities. Developer shall install, or have installed, all private utilities including without limitation electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.

H. Laterals. Developer shall install, or have installed, all sanitary sewer and water laterals serving the Project, as well as connections of such laterals to new or existing sewer and water mains.

I. Landscaping. Developer shall be responsible for landscaping the Project, including trees, shrubs, seeding, or sod.

J. Erosion. Developer shall be responsible for all erosion control related to construction of the Project.

K. Costs. Developer shall be responsible for all costs related to the work to be performed

by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

V. ADDITIONAL CITY OBLIGATIONS

A. **Project Incentives.** City shall provide Developer with the following Project Incentives, the receipt of which are necessary for the Project to proceed:

1. **Developer Project Cost Reimbursement Incentive.** City shall provide Developer an incentive of Two Million Fifty Thousand Dollars and no/100 cents (\$2,050,000.00) to pay certain Project Costs incurred by Developer for the Project. In consideration of such incentive, in combination with Section IV.E. of this Agreement, Developer shall satisfy the Minimum Property Tax Payment Schedule set forth in Exhibit D, which is attached and incorporated herein by reference. The Project Incentive shall be payable to Developer within thirty (30) days of the issuance of a Certificate of Occupancy for the Project and the Development Services Director's review and verification of final Project Costs, which review shall not be unreasonably withheld or delayed. The Development Services Director shall review the total costs to ensure the total Project costs are substantially similar to the estimated costs. Substantially similar shall be defined as plus or minus five percent (5%) of the estimated Project or Building Development costs. Either City or Developer may request to renegotiate the Project Incentive for final project costs that are greater than or less than five percent (5%) of the estimated Project costs.

- B. **Cooperation.** The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.
- C. **Special Assessments.** The City agrees that it shall not specially assess Developer for any infrastructure or other costs incurred in connection with the original development of the District which are being reimbursed to the City or otherwise funded by Tax Increment.

VI. DEFAULT PROVISIONS

- A. **Breach and Cure.** Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Subject to Force Majeure, if a party believes that a provision of this Agreement has been breached, it shall supply the party alleged to have breached this Agreement and the other party with written notice informing the alleged breaching party that it has thirty (30) days to cure such breach. If there is no cure of that breach, any party may bring any action available for any remedy provided in law or equity.
- B. **Specific Performance Where Remedy Provided.** Where a remedy is specifically provided in this Agreement, in the event any party fails to perform in compliance with such remedy provision or, subject to Force Majeure, unreasonably delays in performing thereunder and such delay or failure causes damage to another party, nothing in this Agreement shall prevent one party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy

provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VII. MUNICIPAL REVENUE OBLIGATION – PAYGO DEVELOPMENT INCENTIVE

A. Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the City shall issue a Municipal Revenue Obligation (the “MRO”) with a principal value not to exceed One Million Dollars (\$1,000,000.00) and a fixed annual interest rate set to the rate of a ten-year Treasury Note as of the Effective Date of the Agreement for a term not greater than twenty-four (24) years as a PAYGO Development Incentive for Developer. The MRO shall be issued by the City by the November 1st following the first date that the City has received tax payment for the fully assessed and completed Project.

Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment (as defined below) in each year appropriated by the City’s Common Council until and including the earlier of the Final Payment Date (as defined below) and the MRO is paid in full. “Available Tax Increment” means an amount equal to the Tax Increment actually received by the City in each year less the following (collectively, the “Priority Project Costs”): (i) professional service costs, including, but not limited to, those costs incurred by the City for outside architectural, planning, engineering, financial consulting and legal advice and services related to the negotiation and implementation of this Agreement, which professional service costs shall not exceed five percent (5%) of Tax Increment received by the City each year, and (ii) debt service associated with any municipal borrowing done for the purpose of

funding both (I) the Project Incentive, and (II) any amounts spent by the City pursuant to the terms of Section II.A.3., relating to required utility infrastructure, which debt service shall be amortized by the City over not less than twenty (20) years. No other Project costs shall be deducted from Tax Increment received by the City in calculating the amount of Available Tax Increment available for payment to Developer in any year. Any Priority Project Cost not paid due to insufficient Tax Increment shall be carried forward and paid from Tax Increment in the next year, or if necessary, following years until fully paid.

Provided that the Developer is not in Default under this Agreement, the City shall, subject to annual appropriation of such payment by the City's Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before November 1st of each year following the date that the City has received payment in full of revenue from the fully assessed and completed Project, and continuing until either the payment in full of the MRO and its terms and conditions or the termination of the District, whichever occurs earlier (each, a "Payment Date"). Notwithstanding the previous sentence, in the event that the Developer is in Default on a Payment Date, payment by the City may be suspended until all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default (beyond which the City shall have no obligation to make such payment). The term of the MRO and the City's obligation to make payments hereunder shall not terminate until the MRO's principal amount of \$1,000,000.00 plus accrued interest

has been paid in full (the "Final Payment Date") or the District is terminated by law, whichever occurs first.

The MRO shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the City and shall not constitute a general obligation of the City. The City will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein and shall not appropriate any Available Tax Increment for any other purpose until the MRO is paid in full. If Available Tax Increment is received by the City earlier than the first Payment Date, the applicable portion of such increment shall be retained by the City and applied to the first payment subject to appropriation by the City Common Council. The Developer shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned.

- B. MRO Form.** The MRO shall be substantially in the form attached hereto as Exhibit E and shall be payable in accordance with the terms and conditions set forth in this Agreement and such MRO. On or about each Payment Date under the MRO, the City shall provide to the Developer an accounting identifying the Available Tax Increment,

the amount of the payment being made on such Payment Date, and the remaining principal balance due on the MRO after the application of such payment.

C. Issuance of MRO and Payment Limitation. Provided that the Developer is not in Default under this Agreement beyond the applicable cure period (if any), the City will deliver the MRO to the Developer as described in Section A. Notwithstanding the previous sentence, in the event that the Developer is in Default prior to the City's issuance of the MRO, the City shall not be required to deliver the MRO to the Developer until a reasonable time after, but no more than thirty (30) days after, all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default. The City's obligation to make payments on the MRO is conditioned on the requirement that the Developer is not in Default under this Agreement beyond any applicable cure period. For the avoidance of any doubt, upon the occurrence of a Default, the City may suspend such payment until the Default is cured, provided that if the Default is not cured within the applicable cure period (if any), the City shall have no further obligation to make such payment and the City may exercise any and all available remedies.

D. Payment of Priority Project Costs and Repayment Schedule. From the Tax Increment received by the City each year, the City shall first pay the outstanding Priority Project Costs until satisfied in full. The estimated repayment schedule of the MRO shall be set forth in Schedule 1 to the MRO. The City reserves the right, subject to Developer's acceptance which may not be unreasonably withheld or delayed, to make advance payments on the MRO or modify the MRO repayment schedule based upon the actual

and projected Tax Increment generated from the Project. The Available Tax Increment held by the City each year in excess of the outstanding Priority Project Costs shall be applied to the payment of principal due on the MRO in accordance with the payment schedules set forth in such MRO, subject to appropriation by the City Common Council. The City may not add to or alter to terms of any Priority Project Costs beyond those specific items set forth in Section A., above in a manner which would reduce the amount of Available Tax Increment that would be payable to Developer in any given year or subordinate the payment of Available Tax Increment to any other obligation of the City.

- E. MRO Assignment.** The MRO may be assigned to any lender providing financing to the Project upon providing reasonable notice. Developer may elect for City to pay lender directly the scheduled MRO payments.

VIII. CITY AND DEVELOPER INCENTIVE LOOK-BACK PROVISION

- A. Look-back.** Developer shall provide the City or its financial advisor with evidence of its annualized cumulative internal rate of return on the investment ("IRR") or other mutually agreed upon measurement ten (10) years after Project completion. The selected metric shall be calculated with such equity, revenues, expenses, projected sales, and terminal value assumptions as are agreed upon by the City and Developer, consistent with generally accepted accounting principles and capitalization rates and available market information for similar projects located in Northeast Wisconsin.

When Developer owns the Project and rents space to tenants, supporting documentation shall include without limitation certified records of Project costs and

revenues including lease agreements and sales on a per square foot basis. If, utilizing the metrics agreed upon by the parties, Developer's rate of return exceeds the eighteen percent (18%) originally projected to the City at the time of this Agreement, then Developer and City shall amend the MRO necessary to return the metric to eighteen percent (18%).

IX. MISCELLANEOUS

- A. Obligations to Run With the Land.** The obligations contained herein shall run with the land and are binding for the Term of this Agreement. This Agreement and any Amendment thereto shall be recorded by City with the Brown County Register of Deeds.
- B. Assignment.** No party may assign this agreement except upon prior written consent of all Parties thereto, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same by the other party and by the De Pere Common Council.
- C. Notices.** Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark:
1. If to Developer:
De Pere 230 Development Partners LLC

102 N. Broadway
De Pere, WI 54115

With a copy to:
Godfrey & Kahn, S.C.
Attn: David Platt
200 South Washington Street, Suite 100
Green Bay, WI 54301-4298

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

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

or such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

D. **Law Governing.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

E. **Entire Agreement.** This Agreement contains all agreements, terms, covenants, conditions, warranties, and a representation made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless

such modification or amendment is set forth in writing and executed by all parties hereto.

- F. **Contractual Interpretation.** All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.
- G. **Amendment.** No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.
- H. **No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer are entitled to any other approvals required.
- I. **Invalid Provisions.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

- J. **Headings.** The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- K. **No Waiver; Remedies.** No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
- L. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.
- M. **No Joint Venture.** The City is not a partner, agent or joint venture of or with Developer.
- N. **Recording of a Memorandum of this Agreement Permitted.** A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Brown County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.
- O. **Immunity.** Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

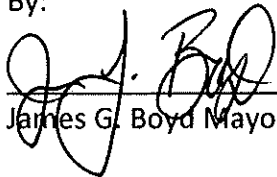
P. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

(SIGNATURE PAGES TO FOLLOW)

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

CITY OF DE PERE

By:



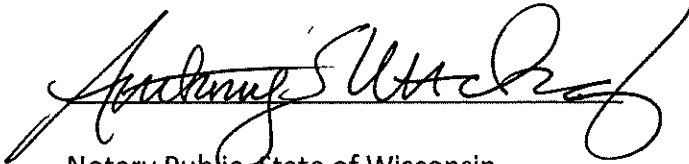
James G. Boyd Mayor



Carey E. Danen City Clerk

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the 17th day of September, 2024, by James G. Boyd, Mayor and Carey E. Danen, City Clerk.



Notary Public, State of Wisconsin

My commission ~~expires on~~ is permanent.

De Pere 230 Development Partners LLC

By:


Print Name: Timothy J. Kneeland
Title: Member

Print Name: _____
Title: _____

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the 17th day of September 2024, by
Timothy J. Kneeland and _____ of De Pere 230
Development Partners LLC.

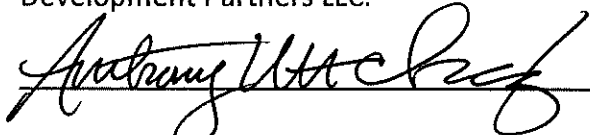

Notary Public, State of Wisconsin
My commission ~~expires on~~ is permanent.

EXHIBIT A

DEVELOPER PARCELS LEGAL DESCRIPTIONS

Legal Descriptions:

Parcel No. ED-861 – 230 N. Broadway Street (2.102 acres)

ORIGINAL PLAT OF DEPERE PRT OF BLK 20 DESC AS LOT 3 IN 15 CSM 21 MAP 2916 IN 1050354
EX RD IN 2252782

Parcel No. ED-875 – 230 N. Broadway Street (2.067 acres)

ORIGINAL PLAT OF DEPERE PRT BLK 23 & 24 DESC AS LOT 2 IN 15 CSM 21 MAP 2916 IN 1050354

EXHIBIT A-1
REDEVELOPMENT PRELIMINARY CONCEPT PLANS

EXHIBIT A-1



SITE PLAN

TADYCH INVESTMENT PARTNERS | MIXED USE CONCEPT
#772166.00
06.12.2023



EXHIBIT A-2

PROJECT DESCRIPTION

The Project shall be a five-story, mixed-use building consisting of approximately [six thousand five hundred (6,500)] square feet of first floor commercial uses, including retail, along with approximately sixty four (64) residential apartment units on the first through the fifth floors. The residential units shall be market rate apartments, studio apartments, one-bedroom apartments, and two-bedroom apartments.

EXHIBIT B

RIGHT OF WAY AND PROPERTY TRANSFERS MAP

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.



DRAFT



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.

BROWN COUNTY SURVEY
ID POINT 30P-16.10
(FD. CONC. MON W/
ALUMINUM CAP)

WILLIAM
STREET
(60' ROW)

BROWN COUNTY SURVEY
ID POINT 30Q-R13/14
(FD. SAW 'X')

LEGEND

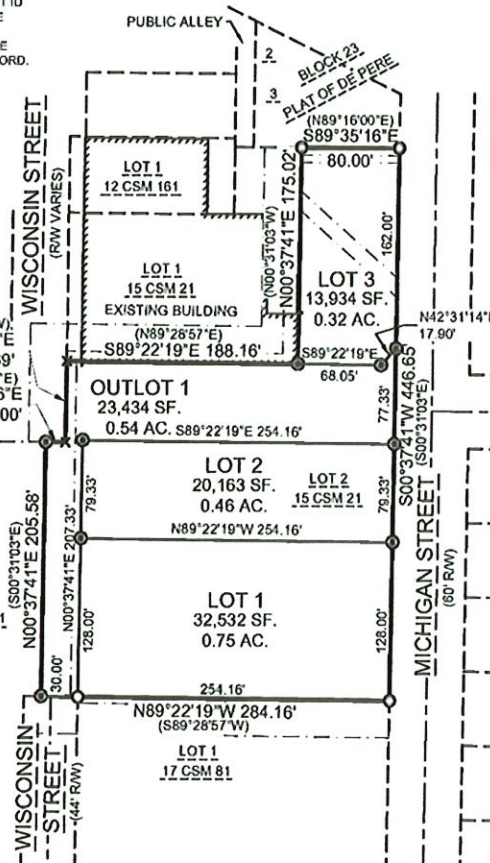
- 1" IRON PIPE FOUND
- ⊙ 1.32"X18" IRON PIPE WITH CAP,
WEIGHING 1.68 # / L.F. SET
- 1/2" IRON ROD FOUND
- ⊠ MAG NAIL FOUND
- ⊙ MONUMENT FOUND,
TYPE NOTED
- x EASEMENTS SHOWN ON PAGE 2
- () RECORDED AS

MACH
A SURVEYING AND ENGINEERING FIRM
2305 Lakeside Court, Suite 200, De Pere, WI 54115
www.mach-inc.com

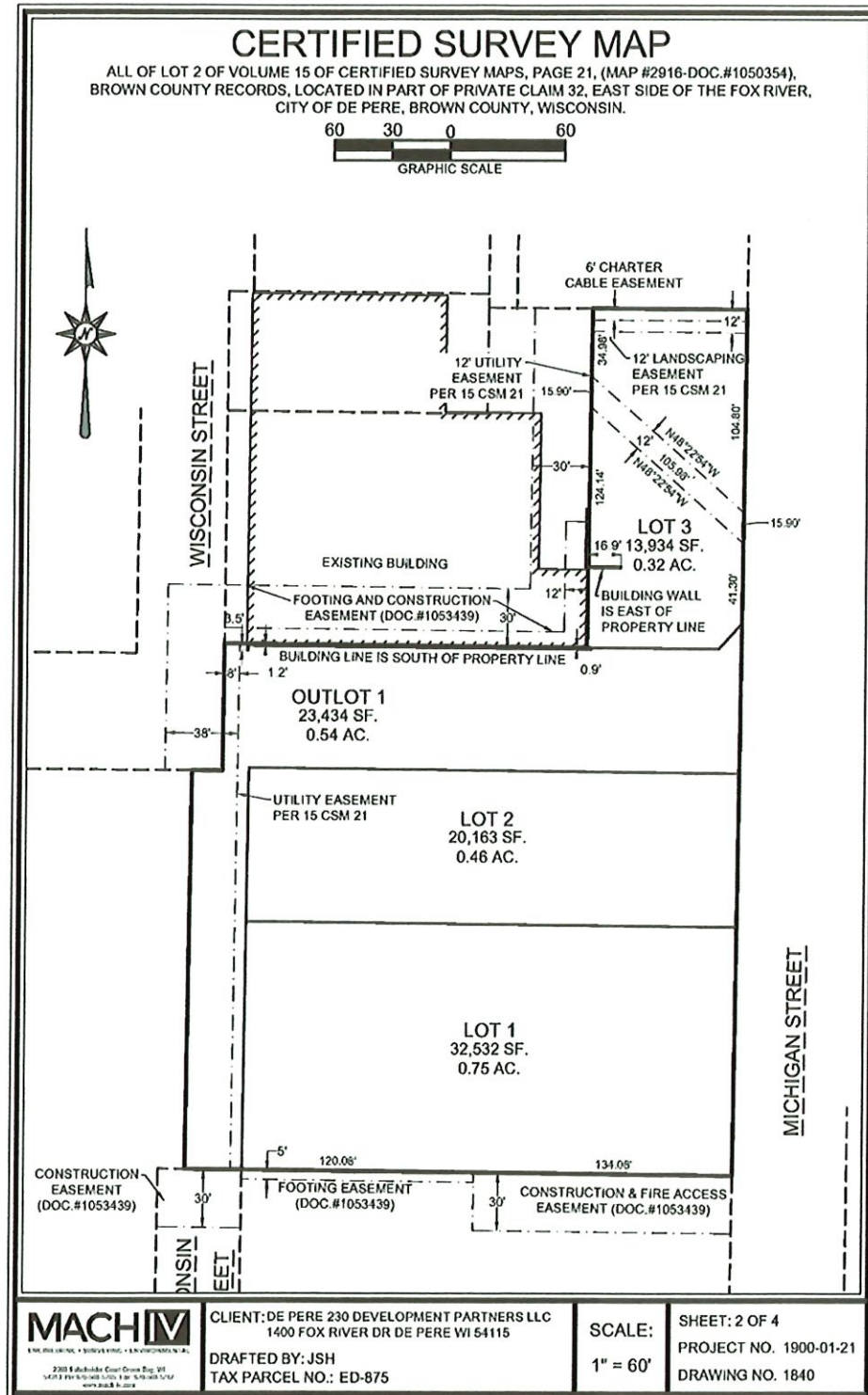
CLIENT: DE PERE 230 DEVELOPMENT PARTNERS LLC
1400 FOX RIVER DR DE PERE WI 54115
DRAFTED BY: JSH
TAX PARCEL NO.: ED-875

SCALE:
1" = 100'

SHEET: 1 OF 4
PROJECT NO. 1900-01-21
DRAWING NO. 1840

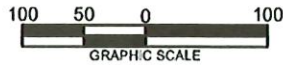


DRAFT



CERTIFIED SURVEY MAP

PART OF LOT 3 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.



DRAFT



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

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BROWN COUNTY SURVEY
ID POINT 30P-16.10
(FD. CONC. MON W/
ALUMINUM CAP)

BROWN COUNTY SURVEY
ID POINT 30Q R13:14
(FD. SAW 'X')

LOTS 1-12
BLOCK 13
PLAT OF DE PERE

LEGEND

- 1.32"x18" IRON PIPE WITH CAP,
WEIGHING 1.38 # / L.F. SET
- 1/2" IRON ROD FOUND
- MAG NAIL FOUND
- MONUMENT FOUND,
TYPE NOTED
- x SAW CROSS FOUND
- () RECORDED AS
- EASEMENTS SHOWN ON PAGE 2

MACHIV
LAND SURVEYING & BOUNDARY SURVEYING, INC.
2300 E. Main Street, Suite 100, De Pere, WI 54115
www.machiv.com

CLIENT: DE PERE 230 DEVELOPMENT PARTNERS LLC
1400 FOX RIVER DR DE PERE WI 54115

DRAFTED BY: JSH
TAX PARCEL NO.: ED-875

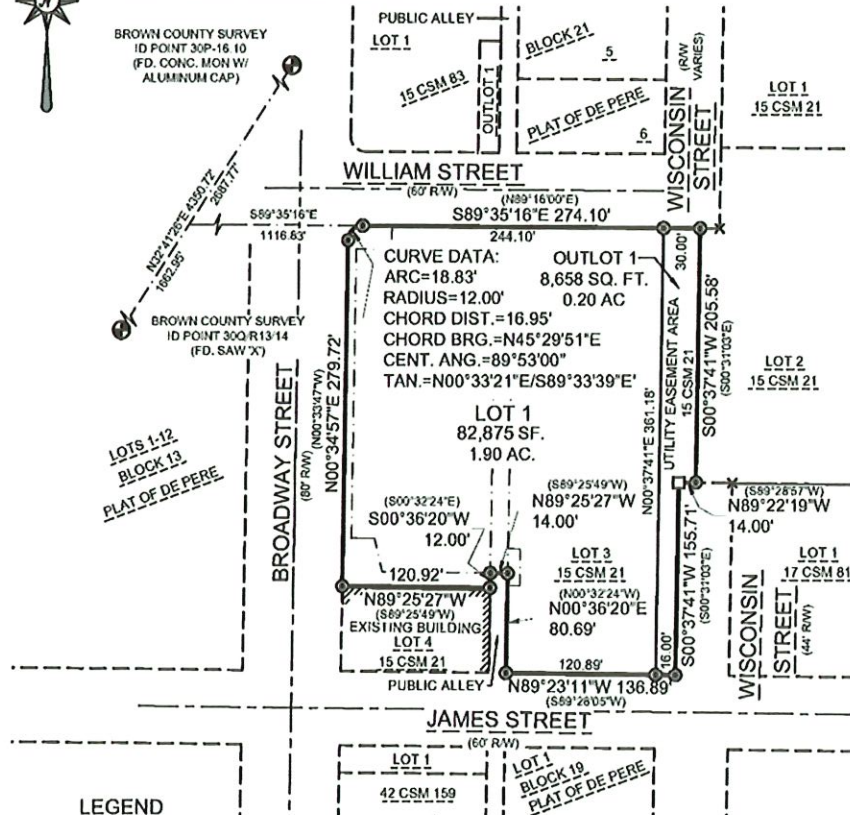
SCALE:

1" = 100'

SHEET: 1 OF 4

PROJECT NO. 1900-01-21

DRAWING NO. 1840



DRAFT

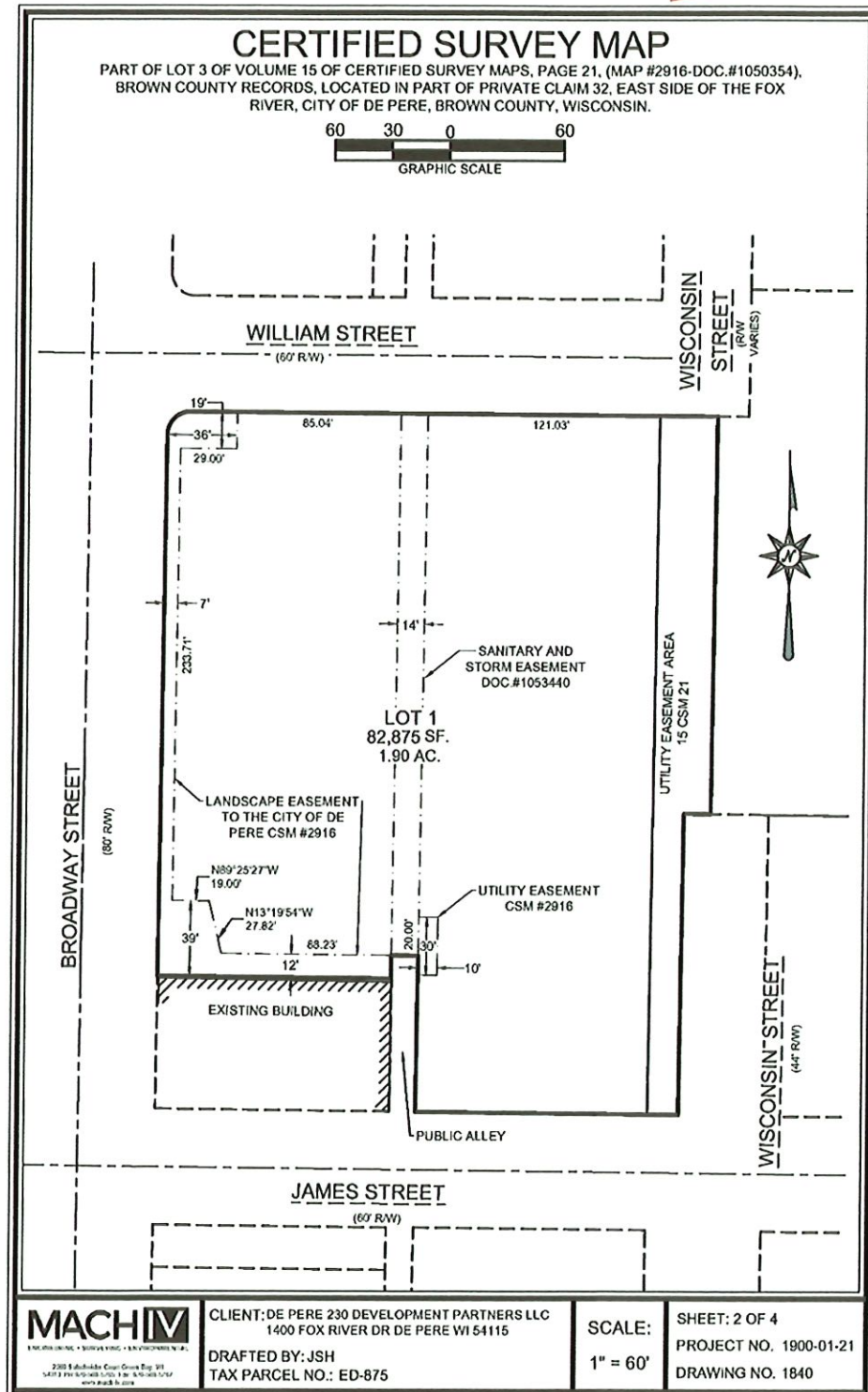
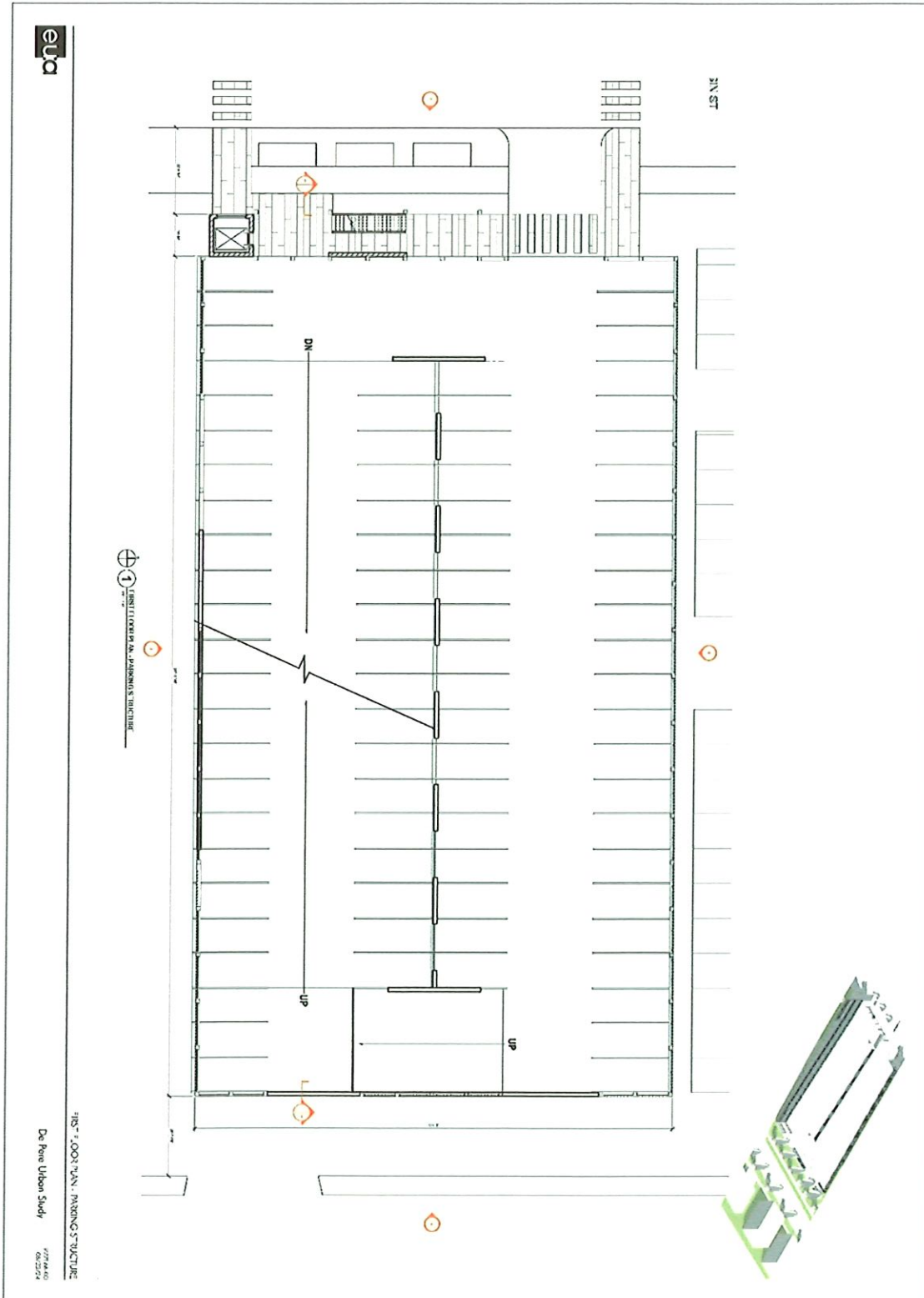
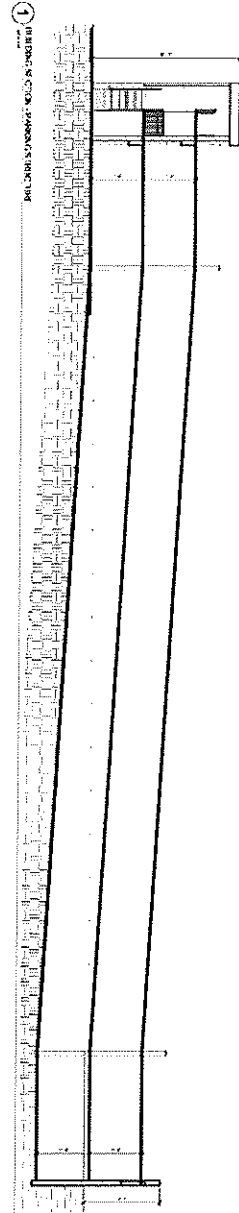


EXHIBIT C

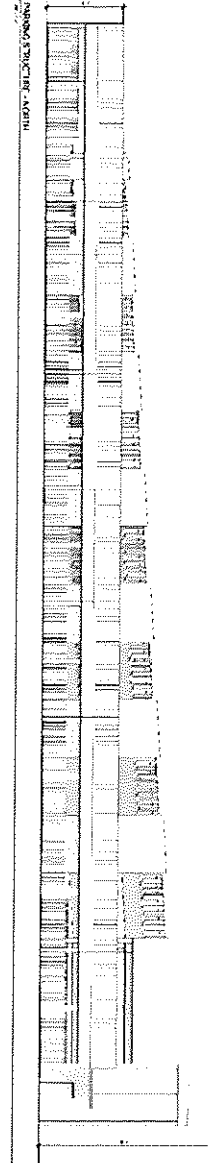
PARKING STRUCTURE ELEVATIONS



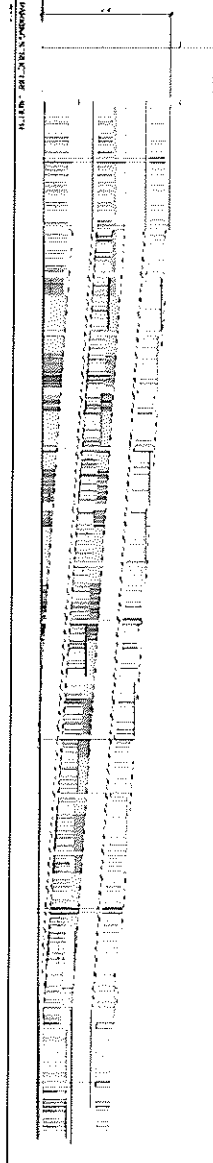
① BUILDING CLOS. SHOWN IN SECTION



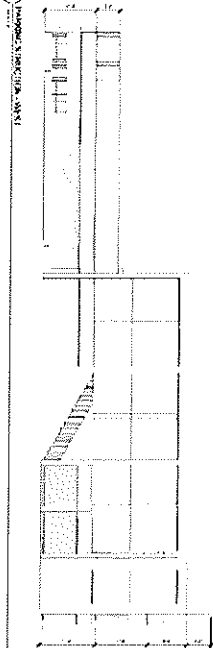
② BUILDING CLOS. SHOWN IN SECTION



③ BUILDING CLOS. SHOWN IN SECTION



④ BUILDING CLOS. SHOWN IN SECTION



ELEVATIONS AND SECTION - SHOWN IN SECTION

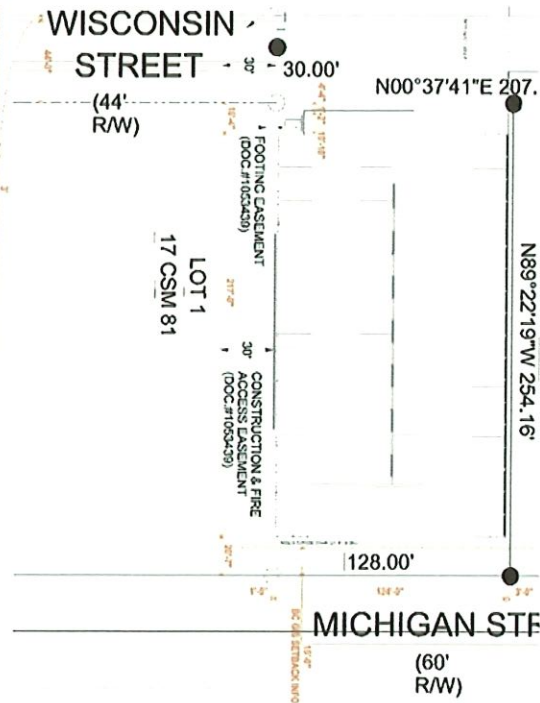
De Poot Urban Study

2014-2015



OVERALL SITE PLAN - PARKING RAMP

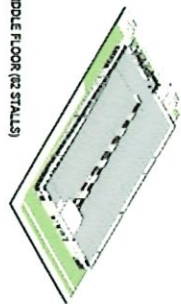
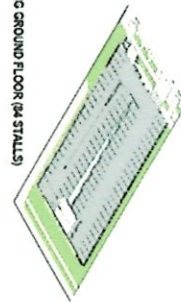
WIDEN ROAD TO BETTER ALIGN WITH WISCONSIN STREET SOUTH OF JAMES STREET



PARKING GROUND FLOOR (24 STALLS)

PARKING MIDDLE FLOOR (32 STALLS)

PARKING TOP LEVEL (42 STALLS)



OVERALL SITE PLAN WITH LIBRARY LOT 1
Date: 10/10/2019
Version: 1.0

EXHIBIT D

MINIMUM ANNUAL PROPERTY TAX PAYMENT SCHEDULE

Exhibit D: Minimum Tax Payment Schedule Summary		
Year	Site F	
	Total Tax Payment	TID Revenue Payment
2024	\$0	\$0
2025	\$0	\$0
2026	\$0	\$0
2027	\$0	\$0
2028	\$204,800	\$201,200
2029	\$207,900	\$204,300
2030	\$211,000	\$207,400
2031	\$214,200	\$210,600
2032	\$217,400	\$213,800
2033	\$220,600	\$217,000
2034	\$223,900	\$220,300
2035	\$227,300	\$223,700
2036	\$230,700	\$227,100
2037	\$234,200	\$230,600
2038	\$237,700	\$234,100
2039	\$241,200	\$237,600
2040	\$244,900	\$241,300
2041	\$248,500	\$244,900
2042	\$252,300	\$248,700
2043	\$256,000	\$252,400
2044	\$259,900	\$256,300
2045	\$263,800	\$260,200
2046	\$267,700	\$264,100
2047	\$271,800	\$268,200
2048	\$275,800	\$272,200
2049	\$280,000	\$276,400
2050	\$284,200	\$280,600
2051	\$288,400	\$284,800
2052	\$292,800	\$289,100
	\$6,325,200	\$6,227,900
Partial Value Years no minimum payment		
Full Value Revenue Year		

Assumptions:

Based Assessed Value (calculated as a percent of parent parcel)	\$	225,433
Assumed Mill Rate over the life of the District (assumed referendums)	\$	0.01575
Assessed Value	\$	13,000,000
Assessed Increment Value	\$	12,774,567
Property Appreciation Rate		1.50%
Values rounded to nearest \$100		

EXHIBIT E

MRO (as to FORM)

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF BROWN
CITY OF DE PERE

FORM

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION ("MRO")

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	Up to \$1,000,000.00

FOR VALUE RECEIVED, the City of De Pere, Brown County, Wisconsin (the "**City**"), promises to pay to De Pere 230 Development Partners LLC (the "**Developer**"), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Tax Increment described below, interest at the rate of four percent (____%).

This MRO shall be payable in installments of principal and accrued interest due on October 31 (the "**Payment Dates**") in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This MRO has been issued to finance projects within the City's Tax Incremental District No. XX, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund" provided for under the Resolution adopted on _____, by the Common Council of the City (the "**Resolution**"). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of ____, 202_ by and between the City and the Developer (the "**Development Agreement**"). This MRO does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increments generated by the improvements (specifically excluding land value) on the Development Property (as defined in the Development Agreement) conveyed by the City to the Developer and appropriated by the City's Common Council to the payment of this MRO (the "**Revenues**"). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general

covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal and accrued interest due on this MRO, the amount due but not paid shall be deferred, and interest at the rate of _____ percent (____%) will accrue on any amount so deferred. The deferred amount shall be payable on the next Payment Date until the Final Payment Date (as defined below). The City shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owner of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the City's Common Council to payment of this MRO. The "Final Payment Date" is the earlier of (i) the date upon which the entire \$1,000,000 principal amount of the MRO, together with all accrued interest, has been paid to Developer, or (ii) October 31, 204__.

At the option of the City, this MRO is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant (express or implied) that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation, by the City's Common Council, of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section ____ of the Development Agreement, the total amount of principal and interest to be paid shall in no event exceed the Available Tax Increment. When that amount of Revenue has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in Sections _____ of the Development Agreement or otherwise, the City's obligations to make payments on this MRO may be suspended in the event the Developer is in default beyond the applicable cure period(s) under any of the terms and conditions of the Development Agreement, provided payments shall be resumed when any such default is cured and any payments missed due to an uncured default also shall be paid from Available Tax Increment upon cure of the default.

This MRO is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This MRO is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal or interest of this MRO. Further, no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City's obligations hereunder.

This MRO is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This MRO may be transferred or assigned, in whole or in part, only upon prior written notice to the City. Interests in this MRO may not be split, divided or apportioned. In order to transfer or assign the MRO, if permitted by the City, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of De Pere has caused this MRO to be signed on behalf of the City by its duly qualified and acting [____], and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF DE PERE

By: _____
Name: [____], [_____]

(SEAL)

Attest: _____
Name: [____], [_____]

Schedule 1 Payment Schedule

Subject to the City's actual receipt of Available Tax Increment and the terms and conditions of the Development Agreement, the City shall make the following payments on the MRO to the Developer:

Project Incentive - Site F MRO						
Parcel ID:		TBD				
Owner/Developer:		De Pere 230 Development Partners LLC and/or an affiliated special purpose entity formed for purposes of owning and developing the Project				
Created/Revised:		8/6/2024				
Principal: (rounded to \$5,000)		\$ 1,000,000	Project Cost:		\$ 1,000,000	
Interest Rate*:		4.09%	Finance Fees:		\$ -	
Term (Years):		24	Interest Earned:		\$ -	
# of Principal Payments:		24	Capitalized Interest:		\$ -	
Date of Issue: Full Revenue		10/31/2028	Total TID Cost of Loan:		\$ 1,588,622	
Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2024	0	\$0	\$0	\$0	\$0	\$0
2025	0	\$0	\$0	\$0	\$0	\$0
2026	0	\$0	\$0	\$0	\$0	\$0
2027	0	\$0	\$0	\$0	\$0	\$0
2028	1	\$ 1,000,000	\$25,293	\$40,900	\$66,193	\$0
2029	2	\$974,707	\$26,327	\$39,866	\$66,193	\$0
2030	3	\$948,380	\$27,404	\$38,789	\$66,193	\$0
2031	4	\$920,977	\$28,525	\$37,668	\$66,193	\$0
2032	5	\$892,452	\$29,691	\$36,501	\$66,193	\$0
2033	6	\$862,761	\$30,906	\$35,287	\$66,193	\$0
2034	7	\$831,855	\$32,170	\$34,023	\$66,193	\$0
2035	8	\$799,685	\$33,485	\$32,707	\$66,193	\$0
2036	9	\$766,200	\$34,855	\$31,338	\$66,193	\$0
2037	10	\$731,345	\$36,281	\$29,912	\$66,193	\$0
2038	11	\$695,064	\$37,764	\$28,428	\$66,193	\$0
2039	12	\$657,300	\$39,309	\$26,884	\$66,193	\$0
2040	13	\$617,991	\$40,917	\$25,276	\$66,193	\$0
2041	14	\$577,074	\$42,590	\$23,602	\$66,193	\$0
2042	15	\$534,484	\$44,332	\$21,860	\$66,193	\$0
2043	16	\$490,152	\$46,145	\$20,047	\$66,193	\$0
2044	17	\$444,006	\$48,033	\$18,160	\$66,193	\$0
2045	18	\$395,973	\$49,997	\$16,195	\$66,193	\$0
2046	19	\$345,976	\$52,042	\$14,150	\$66,193	\$0
2047	20	\$293,934	\$54,171	\$12,022	\$66,193	\$0
2048	21	\$239,763	\$56,386	\$9,806	\$66,193	\$0
2049	22	\$183,377	\$58,692	\$7,500	\$66,193	\$0
2050	23	\$124,685	\$61,093	\$5,100	\$66,193	\$0
2051	24	\$63,592	\$63,592	\$2,601	\$66,193	\$0
Total			\$1,000,000	\$588,622	\$1,588,622	\$0

Interest Rate: 10 Year treasury note at the time of agreement

\$0