



Common Council

Regular Meeting

Agenda

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

Tuesday, September 16, 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 16, 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/>.

- I. Call to Order
 1. Roll Call
 2. Pledge of Allegiance.
 3. Approval of the minutes of the September 2, 2025 Common Council meeting.
 4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
 5. Proclamation for Wisconsin Stormwater Week.
 6. Recommendation from the Finance/Personnel Committee to consent to sublease for colocation at the City of De Pere tower site located at 400 Lewis Street.
 7. Recommendation from the Board of Public Works on award of Project 25-11 Redevelopment Street and Utility Construction to Kruczek Construction Inc. in the amount of \$1,445,555.55.

8. Consideration and possible action on additional City entrance sign design (referred back to staff at the August 19, 2025 meeting).
9. Ordinance #25-09 Amending Chapter 82 of the De Pere Municipal Code regarding Solid Waste and Recycling.
10. Ordinance #25-10 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
11. Resolution #25-98 Approving Revision #3 to the State/Municipal Financial Agreement for improvements to STH 32 (Main & Reid from 3rd Street to 8th Street).
12. Resolution #25-99 Authorizing Professional Service Agreement between City of De Pere and Corre, Inc. for Real Estate Services for STH 32.
13. Resolution #25-100 Approving Intergovernmental Cooperative Agreement for the Wisconsin Recycling Consolidation Grant for 2026.
14. Resolution #25-101 Approving Grant Agreement Modification to State of Wisconsin Department of Health Services Contract #65397-3.
15. Resolution #25-102 Authorizing Extension of Agreement for Auditing Services with CliftonLarsonAllen LLP.
16. Resolution #25-103 Authorizing Development Agreement with Valley Cabinet, Inc. (Parcel No. ED-F0101; 1840 South Broadway Street).
17. Resolution #25-104 Authorizing Development Agreement with Washworld of DePere LLC (Parcel No. WD-1136-1; 2222 American Boulevard).
18. Resolution #25-105 Authorizing Submission of Wisconsin Economic Development Corporation Community Development Investment Grant Application.
19. Reappointment of Ted Penn to the Redevelopment Authority by Mayor Boyd - term to expire October 1, 2030.
20. Discussion and Possible Action on Continuing Participation in Opioid Litigation.

PLEASE TAKE NOTICE that the Council may convene in closed session pursuant to Wis. Stat. §19.85(1) for agenda item 20:

(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may then reconvene thereafter in open session pursuant to Wis. Stat. §19.85(2) to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

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 16, 2025
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Approval of the minutes of the September 2, 2025 Common Council meeting.
RECOMMENDED ACTION: Approval

ATTACHMENTS:
9-2-25 Common Council minutes_draft



Common Council

Regular Meeting

Draft Minutes

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

Tuesday, September 2, 2025

7:30 PM

Council Chambers/Virtual

I. Call to Order

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

1. Roll Call

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

2. Pledge of Allegiance.

3. Appointment of Alderperson Nelson to the Finance/Personnel Committee and the Sustainability Commission.

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

4. Appointment to the Sustainability Commission by Mayor Boyd: Jonie Panick - term to expire: December 1, 2027.

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

5. Approval of the minutes of the August 19, 2025 Common Council meeting.

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

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

None.

7. Recommendation from the Board of Park Commissioners to accept a \$2,500 donation from the Wochinske Family Foundation to the Recreation Scholarship Fund.

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

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.

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

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.

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

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.

Parks & Recreation Director Marty Kosobucki explained that the program will be offered first to residents who lost emerald ash trees. If there are funds remaining after that, staff will advertise to all residents via social media, likely in the December timeframe.

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

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.

The motion and second to approve the application is contingent on the completion of the Police Department background check.

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

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)

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

13. Resolution #25-97 Approving public utility gas easement for Wisconsin Public Service (Parcel WD-98; 530 Grant Street).

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

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.

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

- II. Future Agenda Items
None.

- III. Adjournment
Mayor Boyd moved, seconded by Alderperson Ledvina to adjourn the meeting at 7:42 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

L5

Request for Common Council Action

MEETING DATE: September 16, 2025
DEPARTMENT: Administration
FROM: James Boyd, Mayor
SUBJECT: Proclamation for Wisconsin Stormwater Week.
RECOMMENDED ACTION:

ATTACHMENTS:

Wisconsin Stormwater Week proclamation 2025- signed

PROCLAMATION

WISCONSIN STORMWATER WEEK SEPTEMBER 20-28, 2025

WHEREAS, polluted stormwater runoff discharged into rivers, lakes, streams, and other waterways can result in death of wildlife, destruction of vital ecosystems, contamination of drinking water resources, and disruption of recreational activity, threatening public health; and

WHEREAS, the Clean Water Act of 1972 prohibits the discharge of any pollutant to navigable waters of the United States, unless authorized by the Environmental Protection Agency; and

WHEREAS, a major source of pollutants in the navigable waters of the United States and Wisconsin is polluted urban and suburban stormwater runoff that flows directly into our waters, untreated; and

WHEREAS, the common sources of stormwater pollution are sediments, road salt, automotive chemicals, litter and debris, household hazardous chemicals, bacteria, nutrients, and yard and pet waste; and

WHEREAS, it is imperative that pollutants be prevented from entering stormwater runoff from Wisconsin's roadways, homes, and businesses; and

WHEREAS, this week provides an opportunity to encourage greater efforts across Wisconsin to reduce stormwater pollution;

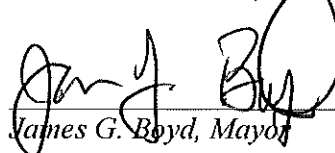
NOW, THEREFORE, I, James G. Boyd, Mayor of the City of De Pere, do hereby proclaim the week of September 20-28, 2025 as

"Wisconsin Stormwater Week"

Throughout the City of De Pere and I commend this observance to all our city's residents.

*IN WITNESS WHEREOF, I have hereunto set my hand and affixed
the Seal of the City of
De Pere, Wisconsin, this 8 day of Sept., 2025.*

CITY OF DE PERE, WISCONSIN


James G. Boyd, Mayor



City of De Pere, Wisconsin

I.6

Request for Common Council Action

MEETING DATE: September 16, 2025
DEPARTMENT: City Attorney
FROM: Joanne Bungert, City Attorney
SUBJECT: Recommendation from the Finance/Personnel Committee to consent to sublease for colocation at the City of De Pere tower site located at 400 Lewis Street.
RECOMMENDED ACTION: Motion to approve

This item was unanimously approved by the Finance/Personnel Committee at its meeting on 9/9/25 to recommend that the Common Council consent to the sublease of U.S. Cellular for colocation at the City's tower located at 400 Lewis Street.

ATTACHMENTS:
781331_DEPERE DT_TMO Consent_REV 090325



September 3, 2025

City of De Pere
ATTN: Scott Thoreson
335 South Broadway
De Pere, WI 54115

UScellular Site: DEPERE DT/ 781331
Site Address: 400 Lewis St
De Pere, WI 54115

Re: Rooftop Space Option Lease between City of De Pere and USCOC LLC (Green Bay) doing business as United States Cellular Wireless Communications ("UScellular") dated June 17, 2004 (the "Lease")

Dear Sir or Madam,

We would like to express our appreciation for the real estate relationship that we share with you. Additionally, we would like to inform you that T-Mobile US, Inc. ("T-Mobile"), United States Cellular Corporation ("USCC"), and Telephone and Data Systems, Inc. entered into a Securities Purchase Agreement, dated as of May 24, 2024 (the "Transaction") whereby T-Mobile has agreed to acquire USCC's wireless operations and select spectrum assets (the "Wireless Operations"). Upon the closing of the Transaction, T-Mobile will become the ultimate owner of the Wireless Operations, but UScellular will continue to be the owner of DEPERE DT/ 781331 and counterparty to the Lease with all corresponding obligations thereunder.

UScellular is committed to working with others in the wireless industry to make maximum use of existing infrastructure, and thereby, help reduce the need for additional tower construction. Pursuant to Section 24 of the Lease, we are requesting that you provide your consent for T-Mobile's colocation at the tower site DEPERE DT/ 781331 by signing this letter. Said consent is contingent upon the City's review of any redacted sublease with T-Mobile once it is available

This letter shall remain in full force and effect without regard to when the closing of the Transaction occurs; *provided, however*, that if the closing of the Transaction does not occur, then the consent that you have provided hereunder will be terminated and of no further force and effect.

We would appreciate if you would sign on the following page and return this letter via either the enclosed self-addressed envelope or email to Kathy.Eilertsen@arrayinc.com as soon as possible, and in any event, prior to **September 12, 2025**. Please do not hesitate to contact me at the same email address



should you have any questions. This letter may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Sincerely,

*Kathleen Eilertsen*_____

Kathleen Eilertsen
Real Estate Specialist
Kathy.Eilertsen@arrayinc.com

ACKNOWLEDGED AND CONSENTED TO this__ day of _____, 2025 by:

City of De Pere

By: _____

Name: _____

Title: _____



City of De Pere, Wisconsin

I.7

Request for Common Council Action

MEETING DATE:	September 16, 2025
DEPARTMENT:	Engineering
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Recommendation from the Board of Public Works on award of Project 25-11 Redevelopment Street and Utility Construction to Kruczek Construction Inc. in the amount of \$1,445,555.55.
RECOMMENDED ACTION:	Staff recommends accepting the bid from Kruczek Construction Inc. in the amount of \$1,445,555.55

The Board of Public Works at the September 8, 2025 meeting approved award of Project 25-11 Redevelopment Street and Utility Construction to Kruczek Construction Inc. in the amount of \$1,445,555.55 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

2025 0908 CI_BOPW_Award_25-11, 2025 0828 CE_Project 25-11_Bid Tab

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: September 8, 2025

RE: **Consideration and possible action on award of Contract 25-11 Redevelopment Street and Utility Construction***

The Engineering Department received bids on Project 25-11 Redevelopment Street and Utility Construction on Thursday, August 28, 2025. The project involves utility and street construction on Williams Street and N. Wisconsin Street to accommodate redevelopment at the former Shopko site. The project also involves the relocation of utilities on Employers Boulevard to accommodate proposed development at the Humana Site. The bids received are as follows:

Contractor	Bid Total
Kruczek Construction, Inc.	\$1,445,555.55
De Groot, Inc.	\$1,487,819.79
David Tenor Corporation	\$1,545,073.60
Vinton Construction Company	\$1,686,428.00
Dorner, Inc.	\$1,737,494.50

The budgeted amount for this project is \$1,520,000.00 with the following funding sources:

- \$1,120,000.00 allocated towards the work on Williams Street and N. Wisconsin Street and is a combination of Developer and TID funding.
- \$400,000 allocated to utility relay on Employers Boulevard and is TID funded.

Staff's recommendation is to accept the bid from Kruczek Construction, Inc. in the amount of \$1,445,555.55.

Attachments:

2025 0828 CE_Project 25-11_Bid Tab (PDF)



Project 25-11
Redevelopment Street and Utility Construction

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Kruczek Construction Inc.		De Groot, Inc.		David Tenor Corporation		Vinton Construction Company		Dorner Inc.	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
SANITARY SEWER													
SS-01	Remove and Relay 8" PVC Sanitary Sewer	LF	60	\$132.00	\$7,920.00	\$91.42	\$5,485.20	\$90.00	\$5,400.00	\$235.00	\$14,100.00	\$125.00	\$7,500.00
SS-02	Provide 8" PVC Sanitary Sewer	LF	1100	\$133.00	\$146,300.00	\$126.43	\$139,073.00	\$135.00	\$148,500.00	\$235.00	\$258,500.00	\$166.00	\$182,600.00
SS-03	Remove and Replace 4' Diameter Sanitary Sewer Manhole	VF	20	\$602.00	\$12,040.00	\$756.27	\$15,125.40	\$600.00	\$12,000.00	\$622.00	\$12,440.00	\$888.00	\$17,760.00
SS-04	Provide 4' Diameter Sanitary Sewer Manhole	VF	100	\$551.00	\$55,100.00	\$632.93	\$63,293.00	\$530.00	\$53,000.00	\$622.00	\$62,200.00	\$808.00	\$80,800.00
SS-05	Provide 8" PVC Sanitary Sewer Lateral	LF	35	\$145.00	\$5,075.00	\$117.27	\$4,104.45	\$90.00	\$3,150.00	\$178.00	\$6,230.00	\$144.00	\$5,040.00
SS-06	Provide 6" PVC Sanitary Sewer Lateral	LF	200	\$99.50	\$19,900.00	\$99.80	\$19,960.00	\$100.00	\$20,000.00	\$173.00	\$34,600.00	\$156.00	\$31,200.00
SS-07	Provide 8"x6" Sanitary Sewer Wye	EA	3	\$166.00	\$498.00	\$902.94	\$2,708.82	\$225.00	\$675.00	\$144.00	\$432.00	\$304.00	\$912.00
SS-08	Connect to Existing Sanitary Sewer Pipe	EA	6	\$1,000.00	\$6,000.00	\$2,222.00	\$13,332.00	\$650.00	\$3,900.00	\$625.00	\$3,750.00	\$2,622.00	\$15,732.00
SS-09	Core Drill and Connect to Existing Sanitary Manhole	EA	1	\$1,200.00	\$1,200.00	\$2,525.00	\$2,525.00	\$1,500.00	\$1,500.00	\$1,954.00	\$1,954.00	\$2,995.00	\$2,995.00
SS-10	Dig Down and Verify Sanitary Sewer	EA	3	\$650.00	\$1,950.00	\$1,515.00	\$4,545.00	\$650.00	\$1,950.00	\$1,095.00	\$3,285.00	\$3,423.00	\$10,269.00
SS-11	Abandon/Remove Existing Sanitary Sewer Appurtenances	LS	1	\$6,000.00	\$6,000.00	\$1,767.50	\$1,767.50	\$3,700.00	\$3,700.00	\$6,750.00	\$6,750.00	\$5,903.00	\$5,903.00
STORM SEWER													
ST-01	Remove and Relay 15" PVC, RCP (Class III) or PP Storm Sewer	LF	15	\$151.00	\$2,265.00	\$91.86	\$1,377.90	\$74.00	\$1,110.00	\$94.00	\$1,410.00	\$225.00	\$3,375.00
ST-02	Provide 15" PVC, RCP (Class III) or PP Storm Sewer	LF	260	\$75.50	\$19,630.00	\$87.99	\$22,877.40	\$79.00	\$20,540.00	\$94.00	\$24,440.00	\$84.00	\$21,840.00
ST-03	Provide 12" PVC, RCP (Class III) or PP Storm Sewer	LF	560	\$70.25	\$39,340.00	\$86.12	\$48,227.20	\$76.00	\$42,560.00	\$89.00	\$49,840.00	\$98.00	\$54,880.00
ST-04	Provide 10" PVC or PP Storm Sewer	LF	15	\$150.00	\$2,250.00	\$97.55	\$1,463.25	\$75.00	\$1,125.00	\$100.00	\$1,500.00	\$220.00	\$3,300.00
ST-05	Provide 15"x12" Storm Branch or Inserta Tee	EA	1	\$76.00	\$76.00	\$1,279.67	\$1,279.67	\$920.00	\$920.00	\$1,637.00	\$1,637.00	\$1,921.00	\$1,921.00
ST-06	Provide 4' Diameter Storm Manhole	VF	40	\$690.50	\$27,620.00	\$923.45	\$36,938.00	\$830.00	\$33,200.00	\$850.00	\$34,000.00	\$1,095.00	\$43,800.00
ST-07	Remove and Replace Type B Inlet	EA	1	\$3,666.00	\$3,666.00	\$3,838.00	\$3,838.00	\$3,600.00	\$3,600.00	\$4,587.00	\$4,587.00	\$6,209.00	\$6,209.00
ST-08	Provide Type B Inlet	EA	7	\$3,466.00	\$24,262.00	\$3,753.13	\$26,271.91	\$3,500.00	\$24,500.00	\$4,277.00	\$29,939.00	\$4,162.00	\$29,134.00
ST-09	Provide Type B Catch Basin	EA	2	\$3,460.00	\$6,920.00	\$3,838.00	\$7,676.00	\$3,500.00	\$7,000.00	\$4,987.00	\$9,974.00	\$4,517.00	\$9,034.00
ST-10	Connect to Structure and/or Existing Pipe	EA	13	\$1,300.00	\$16,900.00	\$2,288.03	\$29,744.39	\$900.00	\$11,700.00	\$1,064.00	\$13,832.00	\$2,586.00	\$33,618.00
ST-11	Storm Sewer Dig Down and Repair 15" Storm Sewer (5-foot Repair)	EA	1	\$7,165.00	\$7,165.00	\$3,888.50	\$3,888.50	\$3,000.00	\$3,000.00	\$5,153.00	\$5,153.00	\$4,906.00	\$4,906.00
ST-12	Storm Sewer Dig Down and Repair 21" Storm Sewer (5-foot Repair)	EA	1	\$9,150.00	\$9,150.00	\$5,050.00	\$5,050.00	\$4,500.00	\$4,500.00	\$7,048.00	\$7,048.00	\$7,331.00	\$7,331.00
ST-13	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	\$2,500.00	\$2,500.00	\$2,525.00	\$2,525.00	\$5,000.00	\$5,000.00	\$5,720.00	\$5,720.00	\$4,626.00	\$4,626.00
WATER MAIN													
W-01	Provide 12" PVC Water Main Natural Backfill	LF	800	\$101.00	\$80,800.00	\$81.74	\$65,392.00	\$129.00	\$103,200.00	\$114.00	\$91,200.00	\$115.00	\$92,000.00
W-02	Provide 12" PVC Water Main Granular Backfill	LF	15	\$250.00	\$3,750.00	\$128.60	\$1,929.00	\$185.00	\$2,775.00	\$154.00	\$2,310.00	\$165.00	\$2,475.00
W-03	Provide 10" PVC Water Main Granular Backfill	LF	720	\$122.50	\$88,200.00	\$124.61	\$89,719.20	\$113.50	\$81,720.00	\$150.00	\$108,000.00	\$143.00	\$102,960.00
W-04	Provide 8" PVC Water Main Granular Backfill	LF	40	\$233.50	\$9,340.00	\$107.63	\$4,305.20	\$165.00	\$6,600.00	\$125.00	\$5,000.00	\$142.00	\$5,680.00
W-05	Provide 6" PVC Water Main Granular Backfill	LF	150	\$133.00	\$19,950.00	\$85.25	\$12,787.50	\$152.00	\$22,800.00	\$120.00	\$18,000.00	\$122.00	\$18,300.00
W-06	Provide 2" HDPE Water Service Open Cut	LF	35	\$146.50	\$5,127.50	\$68.39	\$2,393.65	\$79.00	\$2,765.00	\$111.00	\$3,885.00	\$127.00	\$4,445.00
W-07	Provide 1" HDPE Water Service Open Cut	LF	30	\$144.50	\$4,335.00	\$68.98	\$2,069.40	\$76.00	\$2,280.00	\$84.00	\$2,520.00	\$126.00	\$3,780.00
W-08	Provide 2" Corporation and Curb Stop	EA	1	\$1,300.00	\$1,300.00	\$1,884.66	\$1,884.66	\$1,215.00	\$1,215.00	\$2,848.00	\$2,848.00	\$1,679.00	\$1,679.00
W-09	Provide 2" Corporation with Plug/Saddle with 2" Galvanized Pipe	EA	3	\$975.00	\$2,925.00	\$2,020.00	\$6,060.00	\$2,250.00	\$6,750.00	\$880.00	\$2,640.00	\$1,935.00	\$5,805.00
W-10	Provide 1" Corporation and Curb Stop	EA	1	\$600.00	\$600.00	\$1,238.26	\$1,238.26	\$600.00	\$600.00	\$2,553.00	\$2,553.00	\$972.00	\$972.00
W-11	Provide Valve Cover for Curb Stops in Concrete	EA	2	\$100.00	\$200.00	\$159.58	\$319.16	\$150.00	\$300.00	\$508.00	\$1,016.00	\$237.00	\$474.00
W-12	Provide 12" Gate Valve	EA	3	\$5,400.00	\$16,200.00	\$5,171.20	\$15,513.60	\$5,100.00	\$15,300.00	\$5,400.00	\$16,200.00	\$5,617.00	\$16,851.00
W-13	Provide 10" Gate Valve	EA	2	\$4,425.00	\$8,850.00	\$4,271.29	\$8,542.58	\$4,175.00	\$8,350.00	\$4,300.00	\$8,600.00	\$4,616.00	\$9,232.00



Project 25-11
Redevelopment Street and Utility Construction

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Kruczek Construction Inc.		De Groot, Inc.		David Tenor Corporation		Vinton Construction Company		Dorner Inc.	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
W-14	Provide 8" Gate Valve	EA	3	\$2,950.00	\$8,850.00	\$2,955.26	\$8,865.78	\$2,850.00	\$8,550.00	\$3,000.00	\$9,000.00	\$3,160.00	\$9,480.00
W-15	Provide 6" Gate Valve	EA	8	\$2,045.00	\$16,360.00	\$2,168.47	\$17,347.76	\$2,050.00	\$16,400.00	\$2,200.00	\$17,600.00	\$2,258.00	\$18,064.00
W-16	Provide Connection to Existing Water Main	EA	8	\$1,600.00	\$12,800.00	\$2,929.76	\$23,438.08	\$2,000.00	\$16,000.00	\$3,485.00	\$27,880.00	\$4,171.00	\$33,368.00
W-17	Provide Hydrant (7.5' Bury)	EA	2	\$6,850.00	\$13,700.00	\$6,523.59	\$13,047.18	\$6,030.00	\$12,060.00	\$7,570.00	\$15,140.00	\$7,484.00	\$14,968.00
W-18	Provide Hydrant (6.5' Bury)	EA	2	\$6,600.00	\$13,200.00	\$6,319.57	\$12,639.14	\$5,830.00	\$11,660.00	\$7,370.00	\$14,740.00	\$7,262.00	\$14,524.00
W-19	Provide 6" PVC Hydrant Lead	LF	60	\$104.00	\$6,240.00	\$78.60	\$4,716.00	\$88.00	\$5,280.00	\$138.00	\$8,280.00	\$118.00	\$7,080.00
W-20	Provide 1/2 Vertical Water Main Offset	EA	1	\$2,500.00	\$2,500.00	\$6,488.24	\$6,488.24	\$4,175.00	\$4,175.00	\$2,222.00	\$2,222.00	\$4,998.00	\$4,998.00
W-21	Abandon/Remove Water Main and Appurtenances	LS	1	\$7,000.00	\$7,000.00	\$2,525.00	\$2,525.00	\$9,500.00	\$9,500.00	\$1,095.00	\$1,095.00	\$13,483.00	\$13,483.00
STREET AND DRAINAGE													
SD-01	Provide Clearing and Grubbing	LS	1	\$1,000.00	\$1,000.00	\$4,201.60	\$4,201.60	\$1,235.00	\$1,235.00	\$3,500.00	\$3,500.00	\$5,381.00	\$5,381.00
SD-02	Remove Concrete Planters, Bollards, and Light Poles/Bases	LS	1	\$10,000.00	\$10,000.00	\$9,226.35	\$9,226.35	\$18,540.00	\$18,540.00	\$4,400.00	\$4,400.00	\$21,525.00	\$21,525.00
SD-03	Remove and Salvage Existing Plantings	LS	1	\$2,796.05	\$2,796.05	\$3,535.00	\$3,535.00	\$1,545.00	\$1,545.00	\$3,000.00	\$3,000.00	\$1,076.00	\$1,076.00
SD-04	Unclassified Excavation	CY	1400	\$20.00	\$28,000.00	\$20.79	\$29,106.00	\$23.65	\$33,110.00	\$32.14	\$44,996.00	\$24.60	\$34,440.00
SD-05	Remove 24" Concrete Curb and Gutter	LF	1300	\$2.00	\$2,600.00	\$4.16	\$5,408.00	\$2.06	\$2,678.00	\$4.85	\$6,305.00	\$4.10	\$5,330.00
SD-06	Remove Concrete Sidewalk and Driveway	SY	810	\$6.00	\$4,860.00	\$4.69	\$3,798.90	\$7.21	\$5,840.10	\$6.30	\$5,103.00	\$9.80	\$7,938.00
SD-07	Remove Asphaltic Concrete Pavement	SY	750	\$3.00	\$2,250.00	\$3.03	\$2,272.50	\$3.30	\$2,475.00	\$6.65	\$4,987.50	\$3.20	\$2,400.00
SD-08	Provide 1-1/4" Crushed Aggregate Base Course	CY	1300	\$27.00	\$35,100.00	\$35.37	\$45,981.00	\$28.85	\$37,505.00	\$38.00	\$49,400.00	\$38.20	\$49,660.00
SD-09	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1-3/4" Upper Layer	TON	350	\$78.00	\$27,300.00	\$80.52	\$28,182.00	\$79.73	\$27,905.50	\$78.17	\$27,359.50	\$83.30	\$29,155.00
SD-10	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2-1/4" Lower Layer	TON	450	\$86.00	\$38,700.00	\$88.01	\$39,604.50	\$87.13	\$39,208.50	\$85.45	\$38,452.50	\$91.10	\$40,995.00
SD-11	Provide Asphaltic Concrete Pavement Patch Type 4 LT 58-28 S, 2" Upper Layer (Employers Boulevard)	SY	800	\$14.50	\$11,600.00	\$20.81	\$16,648.00	\$83.91	\$67,128.00	\$14.75	\$11,800.00	\$21.20	\$16,960.00
SD-12	Provide 24" Concrete Curb and Gutter (Slip Form)	LF	1550	\$20.00	\$31,000.00	\$20.49	\$31,759.50	\$20.30	\$31,465.00	\$19.70	\$30,535.00	\$21.20	\$32,860.00
SD-13	Provide 24" Concrete Curb and Gutter (Hand Form)	LF	100	\$55.00	\$5,500.00	\$57.22	\$5,722.00	\$56.65	\$5,665.00	\$55.00	\$5,500.00	\$59.20	\$5,920.00
SD-14	Provide Asphalt Curb Head (Employers Boulevard)	LF	180	\$15.00	\$2,700.00	\$20.20	\$3,636.00	\$15.45	\$2,781.00	\$15.15	\$2,727.00	\$16.10	\$2,898.00
SD-15	Provide 8" Concrete Sidewalk and Driveway	SY	50	\$81.00	\$4,050.00	\$84.26	\$4,213.00	\$83.43	\$4,171.50	\$84.00	\$4,200.00	\$92.90	\$4,645.00
SD-16	Provide 6" Concrete Sidewalk, Ramp, and Driveway	SY	90	\$69.00	\$6,210.00	\$70.74	\$6,366.60	\$70.05	\$6,304.50	\$71.00	\$6,390.00	\$81.30	\$7,317.00
SD-17	Provide 4" Concrete Sidewalk	SY	760	\$59.00	\$44,840.00	\$60.86	\$46,253.60	\$60.26	\$45,797.60	\$61.50	\$46,740.00	\$71.00	\$53,960.00
SD-18	Provide 6" Concrete Sidewalk, Ramp and Driveway (Stamped DOT Red)	SY	75	\$112.00	\$8,400.00	\$114.43	\$8,582.25	\$113.30	\$8,497.50	\$113.00	\$8,475.00	\$126.80	\$9,510.00
SD-19	Provide 4" Concrete Sidewalk (Stamped DOT Red)	SY	950	\$92.00	\$87,400.00	\$94.35	\$89,632.50	\$93.42	\$88,749.00	\$93.70	\$89,015.00	\$103.00	\$97,850.00
SD-20	Provide 4" Concrete Sidewalk (Charcoal)	SY	55	\$89.00	\$4,895.00	\$91.55	\$5,035.25	\$89.03	\$4,896.65	\$91.00	\$5,005.00	\$100.30	\$5,516.50
SD-21	Provide Thickened Edge Concrete at Tree Grate	LF	80	\$45.00	\$3,600.00	\$46.81	\$3,744.80	\$46.35	\$3,708.00	\$45.00	\$3,600.00	\$48.40	\$3,872.00
SD-22	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	400	\$2.25	\$900.00	\$2.34	\$936.00	\$2.31	\$924.00	\$2.25	\$900.00	\$2.40	\$960.00
SD-23	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	40	\$10.00	\$400.00	\$10.40	\$416.00	\$10.30	\$412.00	\$10.00	\$400.00	\$11.00	\$440.00
SD-24	Provide Detectable Warning Field (Natural Patina)	EA	17	\$340.00	\$5,780.00	\$353.70	\$6,012.90	\$350.25	\$5,954.25	\$340.00	\$5,780.00	\$366.00	\$6,222.00
SD-25	Pavement Marking Epoxy 6-Inch White	LF	650	\$13.00	\$8,450.00	\$13.47	\$8,755.50	\$13.35	\$8,677.50	\$12.95	\$8,417.50	\$13.90	\$9,035.00
SD-26	Landscaping Topsoil, Seed, Fertilizer and Mulch	SY	1300	\$7.00	\$9,100.00	\$7.28	\$9,464.00	\$7.25	\$9,425.00	\$11.50	\$14,950.00	\$11.80	\$15,340.00
SPECIAL CONSTRUCTION													
SC-01	Pipe Foundation Stabilization	CY	10	\$1.00	\$10.00	\$25.25	\$252.50	\$20.00	\$200.00	\$75.00	\$750.00	\$40.00	\$400.00
SC-02	Installing Bollards	EA	8	\$575.00	\$4,600.00	\$883.75	\$7,070.00	\$750.00	\$6,000.00	\$1,170.00	\$9,360.00	\$646.00	\$5,168.00
SC-03	Inlet Protection Type D	EA	17	\$100.00	\$1,700.00	\$202.00	\$3,434.00	\$80.00	\$1,360.00	\$140.00	\$2,380.00	\$108.00	\$1,836.00



Project 25-11
Redevelopment Street and Utility Construction

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Kruczek Construction Inc.		De Groot, Inc.		David Tenor Corporation		Vinton Construction Company		Dorner Inc.	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
SC-04	Adjust Inlet	EA	2	\$700.00	\$1,400.00	\$909.00	\$1,818.00	\$900.00	\$1,800.00	\$525.00	\$1,050.00	\$705.00	\$1,410.00
SC-05	Adjust Manhole	EA	7	\$600.00	\$4,200.00	\$858.50	\$6,009.50	\$850.00	\$5,950.00	\$525.00	\$3,675.00	\$705.00	\$4,935.00
SC-06	Adjust Water Valve Box	EA	2	\$200.00	\$400.00	\$202.00	\$404.00	\$250.00	\$500.00	\$225.00	\$450.00	\$323.00	\$646.00
SC-07	Polystyrene Insulation Board	LF	20	\$15.00	\$300.00	\$12.12	\$242.40	\$3.00	\$60.00	\$15.00	\$300.00	\$8.00	\$160.00
SC-08	Provide and Install Stop Sign Assembly	EA	5	\$650.00	\$3,250.00	\$505.00	\$2,525.00	\$1,600.00	\$8,000.00	\$700.00	\$3,500.00	\$377.00	\$1,885.00
SC-09	EJ 4'x4' Tree Grate with 2' Opening	EA	2	\$2,200.00	\$4,400.00	\$2,383.60	\$4,767.20	\$2,300.00	\$4,600.00	\$2,380.00	\$4,760.00	\$2,067.00	\$4,134.00
SC-10	EJ 5'x5' Tree Grate with 2' Opening	EA	16	\$3,200.00	\$51,200.00	\$3,268.36	\$52,293.76	\$3,300.00	\$52,800.00	\$3,375.00	\$54,000.00	\$3,004.00	\$48,064.00
SC-11	True North Coffee Tree 2" Caliper Trunk	EA	6	\$1,105.00	\$6,630.00	\$1,040.30	\$6,241.80	\$1,225.00	\$7,350.00	\$875.00	\$5,250.00	\$646.00	\$3,876.00
SC-12	Autumn Gold Gingko 2" Caliper Trunk	EA	6	\$1,105.00	\$6,630.00	\$1,040.30	\$6,241.80	\$1,225.00	\$7,350.00	\$875.00	\$5,250.00	\$646.00	\$3,876.00
SC-13	Street Keeper Honey Locust 2" Caliper Trunk	EA	6	\$1,105.00	\$6,630.00	\$1,040.30	\$6,241.80	\$1,225.00	\$7,350.00	\$875.00	\$5,250.00	\$646.00	\$3,876.00
SC-14	Traffic Control (Wisconsin St and William St)	LS	1	\$2,100.00	\$2,100.00	\$2,525.00	\$2,525.00	\$1,300.00	\$1,300.00	\$4,700.00	\$4,700.00	\$5,443.00	\$5,443.00
SC-15	Traffic Control (Employers Boulevard)	LS	1	\$2,100.00	\$2,100.00	\$3,535.00	\$3,535.00	\$2,725.00	\$2,725.00	\$6,100.00	\$6,100.00	\$6,950.00	\$6,950.00
ELECTRICAL													
E-01	Conduit Rigid Nonmetallic Schedule 40, 2-Inch	LF	2200	\$10.00	\$22,000.00	\$10.86	\$23,892.00	\$10.30	\$22,660.00	\$10.44	\$22,968.00	\$11.20	\$24,640.00
E-02	Pull Box 24"x24" (Nonconductive)	EA	4	\$1,990.00	\$7,960.00	\$1,949.52	\$7,798.08	\$2,000.00	\$8,000.00	\$1,874.00	\$7,496.00	\$2,017.00	\$8,068.00
E-03	Concrete Base, Type 5	EA	19	\$1,775.00	\$33,725.00	\$1,143.29	\$21,722.51	\$1,800.00	\$34,200.00	\$1,099.00	\$20,881.00	\$1,183.00	\$22,477.00
E-04	Poles, Type 5-Aluminum Anodized Black	EA	3	\$2,450.00	\$7,350.00	\$3,578.63	\$10,735.89	\$2,525.00	\$7,575.00	\$3,440.00	\$10,320.00	\$3,702.00	\$11,106.00
E-05	Decorative Poles, Spring City Hancock With Ladder Rest, 9'-2" Lamp Post	EA	16	\$6,500.00	\$104,000.00	\$6,587.18	\$105,394.88	\$6,700.00	\$107,200.00	\$6,332.00	\$101,312.00	\$6,815.00	\$109,040.00
E-06	Luminaire Arms Single Member Mast Arm 4-1/2 Inch Clamp, 8-foot, Anodized Black	EA	3	\$535.00	\$1,605.00	\$780.23	\$2,340.69	\$540.00	\$1,620.00	\$750.00	\$2,250.00	\$807.00	\$2,421.00
E-07	Luminaires Utility LED for Type 5 Pole	EA	3	\$800.00	\$2,400.00	\$728.21	\$2,184.63	\$800.00	\$2,400.00	\$700.00	\$2,100.00	\$753.00	\$2,259.00
E-08	Luminaires Utility LED for Spring City Decorative Lights	EA	16	\$700.00	\$11,200.00	\$728.21	\$11,651.36	\$720.00	\$11,520.00	\$700.00	\$11,200.00	\$753.00	\$12,048.00
E-09	Electrical Wire Lighting 12 AWG	LF	400	\$1.00	\$400.00	\$1.07	\$428.00	\$1.03	\$412.00	\$1.03	\$412.00	\$1.10	\$440.00
E-10	Electrical Wire Lighting 4 AWG	LF	6600	\$2.80	\$18,480.00	\$2.22	\$14,652.00	\$2.88	\$19,008.00	\$2.14	\$14,124.00	\$2.30	\$15,180.00
E-11	Relocate Existing Pull Box	EA	2	\$2,500.00	\$5,000.00	\$176.85	\$353.70	\$2,575.00	\$5,150.00	\$170.00	\$340.00	\$183.00	\$366.00
E-12	Connect to Existing Light	EA	1	\$2,500.00	\$2,500.00	\$272.56	\$272.56	\$2,575.00	\$2,575.00	\$262.00	\$262.00	\$282.00	\$282.00
TOTAL AMOUNT BID:				\$1,445,555.55		\$1,487,819.79		\$1,545,073.60		\$1,686,428.00		\$1,737,494.50	



City of De Pere, Wisconsin

I.8

Request for Common Council Action

MEETING DATE: September 16, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Consideration and possible action on additional City entrance sign design (referred back to staff at the August 19, 2025 meeting).
RECOMMENDED ACTION:

ATTACHMENTS:
None



Request for Common Council Action

MEETING DATE:	September 16, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Ordinance #25-09 Amending Chapter 82 of the De Pere Municipal Code regarding Solid Waste and Recycling.
RECOMMENDED ACTION:	Staff recommends amending Chapter 82 of the De Pere Municipal Code Regarding Solid Waste to remove the limit on overflow tag use.

The Board of Public Works at the September 8, 2025 meeting approved amending Chapter 82 of the De Pere Municipal Code Regarding Solid Waste to remove the limit on overflow tag use and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

Ord25-09, 2025 0908 CE_Solid Waste Ordinance_Memo, Ordinance

ORDINANCE #25-09

AMENDING CHAPTER 82 OF THE DE PERE MUNICIPAL CODE
REGARDING SOLID WASTE AND RECYCLING

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN DOES ORDAIN AS
FOLLOWS:

Section 1: Sec. 82-1. - **Definitions.**, is hereby amended by deleting “Those infrequent days, not to exceed four collection days in a calendar year,” and replacing it with “Any such day” in subsection (3) of the definition of *Overflow collection day*.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of September, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/08/25

Publication Date: _____

Effective Date: _____

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Tony Fietzer, Street Superintendent
Date: September 8, 2025

RE: **Consideration and possible action on amending Chapter 82 of the De Pere Municipal Code regarding Solid Waste***

Staff is requesting amending Chapter 82 of the De Pere Municipal Code Regarding Solid Waste to remove the limit on the number of times overflow tags can be used for garbage at individual addresses.

Staff does not track and has not found a feasible way to track the number of overflow tags used at a property annually and feels if the resident is paying for the extra collection it should not be limited. Staff finds this service is often being utilized by residents in multifamily units, which are not able to obtain additional carts due to City Ordinance restrictions.

Staff recommends amending Chapter 82 of the De Pere Municipal Code Regarding Solid Waste to remove the limit on overflow tag use.

Sec. 82-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bi-metal container means a container for carbonated or malt beverages that are made primarily of a combination of steel and aluminum.

Brush means trimmings from shrubs and trees but does not include brush or yard waste generated by a service contractor.

Collectable recyclables means all plastic bottles and containers, including all food, beverage and household bottles, jars, jugs, dairy containers and lids, deli, bakery, produce containers and lids; all paper, including newspapers and inserts, magazines, books, catalogs, milk, juice and soup cartons, junk mail and office paper; all metal and glass, including aluminum bottles and cans, steel, tin and bi-metal cans, empty aerosol cans, food and beverage glass bottles and jars. The items listed as collectable recyclables in this definition may be modified by the director of public works in accordance with the effective date of state law or applicable state department of natural resources regulations or variances therefrom. The director of public works shall be responsible for informing the public of all acceptable collectable recyclables.

Collectable solid waste means garbage, collectable recyclables, brush, yard waste and refuse.

Commercial or manufacturing source means any private business enterprises, including, but not limited to, offices, stores, taverns, service stations, restaurants and similar businesses whether nonprofit or profit-making in nature, excluding hazardous, toxic, noxious or offensive waste, brush, yard waste, refuse or commercial debris.

Compost site means a public site prepared and operated by the city for the purpose of composting yard waste.

Construction debris means all waste resulting from building construction or demolition, alteration, or repair, including excavated material, remodeling, and other waste, including, but not limited to, windows, doors, drywall, framing and roofing materials, flooring, carpeting cabinets and counter tops, concrete, stone, asphalt, sod, earth, dirt, and brick.

Container board means corrugated paperboard used in the manufacture of shipping containers and related products.

Disposable bag and *bag* mean a one-way disposable bag made of polyurethane or other plastic material with a securing twist tie consisting of a minimum of two-ply paper and minimum of 1½ mils thickness for plastic. Bags shall not exceed a volume capacity of 30 gallons or a weight of 50 pounds. Whenever the terms "disposable bag" and "bag" are used in this chapter, such words will mean disposable bag as described in this definition.

Foam polystyrene packaging means packaging made primarily from foam polystyrene that satisfies one of the following criteria:

- (1) Is designed for serving food or beverages.
- (2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- (3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

Garbage means miscellaneous waste material, excluding recyclables, including, but not limited to, discarded material resulting from handling, processing, storing, consumption of food, paper, metals, rubber, wood, cloth, and litter. The term "garbage" shall specifically exclude hazardous, offensive, noxious or toxic wastes, refuse, construction debris, yard waste or brush.

Hazardous or toxic waste means waste materials or substances which, during normal storage in handling, may be a potential cause of harm, sickness or death, such as explosives, petroleum products, metal or pharmaceutical materials, corrosive chemicals, poisonous or pathogenic substances, pesticides, chemicals, radioactive materials, toxic materials, and all other similar harmful substances, whether in solid, liquid or gaseous form.

HDPE means high density polyethylene, labeled by the SPI code No. 2.

Institutional source means any institutional enterprise, including, but not limited to, churches, schools, educational institutions, and fraternal organizations.

Landscape/lawn care operation means all landscape, lawn care, nursery, tree service, or other business which provides landscape and lawn care services to others for a fee or other consideration. See also *Service contractor*.

LDPE means low density polyethylene, labeled by the SPI code No. 4.

Magazines means magazines and other materials printed on similar paper.

Major appliance means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, furnace, boiler, humidifier or water heater. Major appliances are considered refuse for the purposes of this chapter. Microwave ovens which have had the capacitor removed shall not be considered major appliances.

Manufacturing source means waste resulting from manufacturing or processes and operations, excluding hazardous, offensive, toxic or noxious wastes, refuse, yard waste, brush or construction debris.

Multiple-family source means a property containing five or more residential units, including those which are occupied seasonally.

Newspaper means a newspaper and other materials printed on newsprint.

Noxious or offensive waste means those wastes that are unwholesome or have an unpleasant smell or are otherwise noxious or offensive, such as manure, filth, slop, carcasses, carrion meat, fish, entrails, hides and hide scrapings, paint, kerosene, oil or greasy substances, and objects that may cause injury to any person or animal or damage to vehicles such as barbed wire, briar thorns or similar materials. The term "manure" as used herein shall not include the excrement/fecal waste of domesticated animals allowed upon R-1 Single-family Residence District and R-2 Single-Family and Two-Family Residence District zoned parcels provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.

Office paper means high grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. The term "office paper" does not include industrial process waste.

Other resins and multiple resins mean plastic resins labeled by the SPI code No. 7.

Other sources mean municipal buildings and municipal public spaces.

Overflow collection day means a day on which garbage or collectable recyclables that cannot fit in the polycart is collected. On an overflow collection day, garbage which cannot fit into the polycart shall be placed in a disposable bag alongside, but not inside, the polycart for collection. On an overflow collection day, collectable recyclables that cannot fit in the polycart may be placed in a container which itself is a collectable recyclable and which is of a size which can fit within the polycart, and such container shall be placed alongside, but not inside, the polycart for collection. An overflow collection day is:

- (1) Any such day as is declared by the city;
- (2) Any such day that an overflow tag is affixed to the recyclable container placed outside the recyclable polycart; or

-
- (3) ~~Those infrequent days, not to exceed four collection days in a calendar year, Any such day~~ that an overflow tag is affixed to the plastic bag container placed outside the garbage polycart.

Overflow tag means the tag purchased at city hall or the municipal service center for the privilege of placing solid waste which does not fit in a polycart out for pick up. Each overflow tag shall permit the placement of no more than two overflow containers, either plastic bags or recyclable containers, for collection. The fee for such tag shall be as established by resolution of the common council.

Patron means any person producing any type of waste material covered by the regulations of this chapter. In the case of a firm or corporation, the term "patron" will be construed to mean the principal agent, office or employee responsible for the firm or corporation.

Person means any individual, corporation, partnership, association, educational institution, local governmental unit as defined in Wis. Stats. § 66.0117(1)(a), state agency or authority, or federal agency.

PETE means polyethylene terephthalate, labeled by the SPI code No. 1.

Plastic container means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, which is originally used to contain a product that is the subject of a retail sale.

Polycart means a reusable container specifically designed for automated collection and provided by the city for a fee determined by the common council. Polycarts are the property of the city and shall remain with the parcel address to which it is assigned by the city. Polycarts are specifically designated for garbage or collectable recyclable use. Garbage polycarts are available in large or small sizes. If a parcel is allowed two garbage polycarts under this chapter, at least one of the polycarts shall be the large size.

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste as defined in Wis. Stats. § 291.01 (including such amendments as may be made from time to time), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste as defined in Wis. Stats. § 289.01 (including such amendments as may be made from time to time).

PP means polypropylene, labeled by the SPI code No. 5.

Private collection receptacle means containers provided by a private garbage or recyclable collection hauler.

PS means polystyrene, labeled by the SPI code No. 6.

PVC means polyvinyl chloride, labeled by the SPI code No. 3.

Recyclable materials means lead acid batteries; major appliances; waste oil; yard waste; and collectable recyclables as defined in this section.

Refuse or rubbish means miscellaneous waste material that is bulky or of such a size that will not fit in polycart and as is not normally collected with garbage, including, but not limited to, furniture, appliances, bicycles, exercise equipment, play equipment, and other household items, mattresses, screen/storm doors, swing sets, plumbing fixtures, ovens, washtubs, wheelbarrows, bikes, box springs, and similar items. The term "refuse" or "rubbish" excludes construction debris, electronics such as televisions, stereos, microwaves, computers, cell phones, telephones systems, keyboards, servers, copiers, video equipment, business equipment, printers, and similar equipment. The term "refuse" or "rubbish" also excludes air conditioners, dehumidifiers, freezers, refrigerators, water coolers, and other similar equipment containing freon. The director of public works shall maintain a list of acceptable items falling within the refuse or rubbish classification.

Refuse or rubbish drop-off site means a public site prepared and operated by the city for the purposes of refuse or rubbish drop-off. The director of public works shall maintain a list of items acceptable for drop off.

Residential source means a parcel containing one, two, three or four residential units, including those which are occupied seasonally.

Service contractor means a person, firm, entity or company which performs services for a property owner or occupant.

Solid waste means garbage, recyclables, brush, yard waste, refuse, construction debris; hazardous, toxic, offensive or noxious wastes.

Solid waste facility means as specified in Wis. Stats. § 289.01(35), including such amendments as may be made enacted from time to time.

Solid waste treatment means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste, including incineration.

Waste tire means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

Yard waste means all materials originating in the yard and garden which are capable of natural decomposition, including leaves, grass clippings, and other vegetation but does not include any yard waste generated by a service contractor. The term "yard waste" does not include any brush.

(Code 2001, § 82-1; Ord. No. 16-12, 7-19-2016; Ord. No. 21-22, § 1, 9-21-2021)



Request for Common Council Action

MEETING DATE:	September 16, 2025
DEPARTMENT:	Engineering
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Ordinance #25-10 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
RECOMMENDED ACTION:	Staff recommends approval of parking and traffic recommendations

The Board of Public Works at the September 8, 2025 meeting approved amending Chapter 150, Schedules B, C, and G of De Pere Municipal Code regarding the designation of Bus and Authorized Vehicle Parking, Installation of Yield Signs on Ballyvaughan at Garroman Drive, Removing Stop Signs and Three-Way Stop at William Street and Wisconsin Street, and Installing Stop Signs on Michigan Street at William Street and on Wisconsin Street at William Street and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

Ord25-10, 2025 0908-CI-BOPW-PTTeam-Recommendations_Council, School Zone on Lourdes Ave

ORDINANCE #25-10

AMENDING CHAPTER 150 OF THE DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN DOES ORDAIN AS
FOLLOWS:

Section 1: **Section 150-22. – Parking sign and related regulations.** is hereby amended to
create subletter z. under subsection (7) *Posted/regulated areas. as follows:*

z. Bus and authorized vehicle parking only.

Section 2: Section 150-23, Schedule B (Stop Intersections/Right Turn No Stop), is hereby
amended as follows:

DELETION:

Traffic On	<i>Stops At</i>
William Street	Wisconsin Street (eastbound)

INSERTIONS:

Traffic On	<i>Stops At</i>
Michigan Street	William Street
Wisconsin Street	William Street

Section 3: Section 150-23(2) Schedule B, subsection (b.) *Three-way stop intersection.*
shall be amended by deleting “3. Wisconsin and Williams,” and renumbering all remaining
items thereafter as appropriate.

Section 4: Section 150-23, Schedule C (Yield Right-of-Way Intersections), is hereby amended to insert the following:

INSERTION:

Traffic On	Yields At
Ballyvaughan Road	Garroman Drive

Section 5: Section 150-23, Schedule G (Parking), is hereby amended to create parking restrictions for bus loading and authorized vehicle parking by inserting the following new category designation in the schedule:

INSERTION:

Bus and Authorized Vehicle Parking Only			
Street	Side of Street	From Curb line or Feet/Dir. of Curb line	To Curb line or Feet/Dir. of Start
Lewis Street	N.	165/E Broadway	297/E Broadway

Section 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
September, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/08/2025

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



City Engineer Parking and Traffic Recommendations August 25, 2025 Meeting

Parking and Parking Lot Items:

1. Consider Bus Dropoff area at Lewis Street.
 - Mulva Center paid for bus drop-off area on Lewis Street.
 - Current parking restrictions in ordinance include Loading Zone, Loading Zone during School Hours, 20-Minute Parking – 9 am to 6pm Mon-Sat, Three-Hour Parking 9am-6pm Mon-Sat.

Recommendation:

- Staff recommends that a bus loading designation – “Bus and Authorized Vehicle Parking” be added to the City Code as shown below.

Under Section 150-22 (7) Posted/regulated areas., Insert the following:

z. Bus and Authorized Vehicle Parking Only.

Under Section 150-23, Schedule G Parking Insert the following:

<i>Bus and Authorized Vehicle Parking Only</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curb Line or Feet/Dir. of Curb Line</i>	<i>To Curb Line or Feet/Dir. of Start</i>
<i>Lewis</i>	<i>N</i>	<i>165/E Broadway</i>	<i>297/E Broadway</i>

Signs – Other

2. Remove Deaf Child Sign on Nob Hill
 - Several years ago, a survey was sent out to all neighborhoods with Deaf Child Signs to see if the resident requesting the sign still lived in the area. A resident did respond on Nob Hill requesting to keep the sign.
 - Earlier this year, we received notification that the person requesting the sign had moved.
 - A survey for the sign was sent out to 14 properties. We received calls from two residents that the owner with the deaf child has moved.

Recommendation:

- Staff recommends the Deaf Child Sign be removed

3. Consider yield signs on Ballyvaughan Road at Garroman Drive.
 - Temporary signs were installed for the Generations/Lawrence intersection closure.
 - Garroman is one of the few streets that connects the residential areas around Lawrence Drive to the businesses along American Boulevard. Garroman will continue to be a busier street due to the access.

Recommendation:

- Staff recommends adding a yield sign and updating the City Code as shown below.

Under Section 150-23, Schedule C Yield Right-of-Way Intersections insert the following:

<i>Traffic On</i>	<i>Yields At</i>
<i>Ballyvaughan Road</i>	<i>Garroman Drive</i>

4. Consider School zone signs on Lourdes.
 - Suburban Drive is a collector. Lourdes Street is a local street.
 - There are school zone signs on Suburban but none on Lourdes Street. Lourdes Street has become busier with the addition of the parking facilities for the West De Pere School District.
 - A memo has been attached from the PD recommending the school zone sign.

Recommendation:

- Staff recommends adding the school zone signs on Lourdes Street.

5. Consider stop sign changes at William and Wisconsin and William and Michigan Street with the upcoming construction and redevelopment in the area.
 - Currently, Wisconsin and William is a three way stop.
 - William Street has a stop condition at Michigan (this is currently a t-intersection).

Recommendation:

- Staff recommends making William Street the thru street at Wisconsin Street and at Michigan Street, with stop signs on Wisconsin Street and Michigan Street and update the City Code as follows;

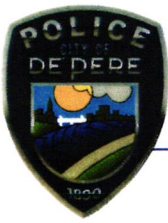
Under Section 150-23, Schedule B Stop Intersections/Right Turn No Stop, delete the following:

<i>Traffic On</i>	<i>Stops At</i>
<i>William Street</i>	<i>Wisconsin Street (eastbound)</i>

And insert the following:

<i>Traffic On</i>	<i>Stops At</i>
<i>Michigan Street</i>	<i>William Street</i>
<i>Wisconsin Street</i>	<i>William Street</i>

*Under Section 150-23, b. Three-way stop intersection, delete the following;
3. Wisconsin and William.*



Request for Official School Zone Signage on Lourdes Avenue

On May 29, 2025, a complaint was made to our agency from Alderman Devin Perock, and one of his constituents regarding the speed of traffic around the 1200 -1300 blocks of Lourdes Avenue, and the fact that there are no "School Zone" signs in this section of the roadway.

I looked into the situation along the 1200-1300 blocks of Lourdes Avenue that runs from Suburban Drive into the back side of the property for the West De Pere Intermediate School, 901 S. 9th Street, and found that there is no signage in this area for a marked "School Zone".

This area is the focal point for several public and private schools. The area has directly on Lourdes Avenue, Our Lady of Lourdes School (Kindergarten – 8th grade), and the West De Pere Intermediate School (5th – 6th grade) / West De Pere Middle School (7th – 8th grade) bus staging area, and a large parking lot.

Since the creation of the Intermediate School in the year 2021 all buses for this school and the Middle School have set-up the student bus drop-off and pick-up in this parking lot adding a higher traffic volume in this area at the start and end of the school day. Many parents will also drop-off and pick-up students in this area as well during the day to avoid the traffic congestion on the S. 9th Street side of the school buildings.

In both the morning and afternoon hours we often see traffic from both the public schools and Our Lady of Lourdes Schools crossing paths, and this adds to the number of cars coming through this area, and for a window of time more students coming into this area of the city to get to school on foot, bicycle, or by parent drop-off.

At the end of the school day, I have observed a significant increase in students walking and biking home from these schools which supports the need for a marked school zone in this area for both the public, and private school student's safety. The hope is that the marked "School Zone" will encourage slower speeds, which in turn helps keep the pedestrians, bicyclists, and motorists safe when in this area during the two busy periods of the school day.

Respectfully submitted,

Officer Joe Johnson #478



City of De Pere, Wisconsin

I.11

Request for Common Council Action

MEETING DATE: September 16, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-98 Approving Revision #3 to the State/Municipal Financial Agreement for improvements to STH 32 (Main & Reid from 3rd Street to 8th Street).
RECOMMENDED ACTION: Staff recommends approving the revision

The Board of Public Works at the September 8, 2025 meeting approved Revision #3 to the State / Municipal agreement (SMA) for the improvements for STH 32 (Main & Reid) from 3rd Street to 8th Street and moved to forward it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

Reso25-98, SMA STH 32 Agreement Revision #3 9-4-2025, 41901700_C DE PERE_3RD TO 8TH_SMFA_REV3_ForSignatures_20250904

RESOLUTION #25-98

APPROVING REVISION #3 TO THE STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE – LET HIGHWAY PROJECT
(STH 32 – Main Avenue & Reid Street)

WHEREAS, pursuant to Wis. Stats. § 86.25, the City and the Wisconsin Department of Transportation (WisDOT) are parties to a State/Municipal Financial Agreement for a State – Let Highway Project authorized initially by Resolution #21-117, Revision #1 by Resolution #22-74, and Revision #2 by Resolution #23-124, for cost distribution for pavement replacement and preservation improvements to STH 32 (Main Avenue & Reid Street) from Third Street to Eighth Street; and

WHEREAS, WisDOT's completion of scoping and majority of the design services for the project has resulted in an increase of the City's estimated cost-share, requiring a revised Agreement reallocating the total cost distribution for this street improvement project; and

WHEREAS, the attached State/Municipal Financial Agreement Revision #3 incorporates the revised scope of work and supersedes the Agreement authorized by Resolutions #21-117, #22-74 and #23-124; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the attached Revision #3 to the State/Municipal Financial Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to enter into the attached Revision 3 State/Municipal - Financial Agreement for a State-Let Highway Project (Project ID 4190-17-00/21/54/71/72), subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of September, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/08/2025

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: September 4, 2025
RE: Consideration and possible action on Wisconsin Department of Transportation (DOT) – Revised Municipal Agreement for STH 32*

Attached is revision #3 for the State / Municipal agreement (SMA) for the improvements for STH 32 (Main & Reid) from 3rd Street to 8th Street. The proposed improvements will consist of a pavement replacement and pavement preservation. The estimated cost for the project at this time has increased from \$11,618,880 to \$16,000,000. The City's estimated cost share (design & construction) at this time is \$2,911,927. The cost share percentage is approximately 82% DOT and 18% City. The reason for the revisions and increase is the DOT has completed a majority of the design. The revisions to the agreement are highlighted in yellow.

In addition, the DOT has identified the actual items the City will be responsible for which are as follows:

• Design	= \$625,000
• Railroad shared path crossing improvements	= \$130,000
• Parking Lanes	= \$425,000
• Concrete sidewalk and terraces	= \$207,000
• Slope improvements on Main Avenue at railroad bridge (Estimate is based on slope paving existing slopes)	= \$506,000
• Storm Laterals	= \$46,000
• Utility Adjustments (Items such as sanitary manholes)	= \$35,000
• Hazardous material clean-up	= \$126,000
• Street lighting	= \$571,000
• Community Sensitive Solutions (These are streetscape items such as stamped concrete, tree plantings, landscaping, benches, etc.)	= \$220,927
• Shared used path	= \$20,000
Estimated Total Costs	= \$2,911,927

Staff recommends the BOPW approve this agreement and forward to Council for approval.



Revision 3
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT

This agreement supersedes the agreement signed by the Municipality on November 29, 2023 signed by WisDOT on December 4, 2023.

Revision #3 Date: September 4, 2025
Revision #2 Date: December 4, 2023
Revision #1 Date: September 13, 2022
Original Date: November 24, 2021
I.D.: 4190-17-00/21/54/71/72
Road Name: STH 32
Title: Main & Reid St, C De Pere
Limits: 3rd Street – 8th Street
County: Brown
Roadway Length: 1.1 miles

The signatory **City of De Pere**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request:

The existing facility is a connecting highway.

Main Street, between Third Street and Sixth Street is an urban, 2-lane (one-way) non-divided section with parking on both sides, a bike lane, curb and gutter and sidewalk on both sides. This concrete section was constructed in 1953 and has not been overlaid. Main Street, between Sixth Street and Seventh Street is an urban, 3-lane (two-way) non-divided section with no parking, no bike lanes, curb and gutter and sidewalk along one side. This section has been overlaid. Main Street, between Seventh Street and Eighth Street is an urban, 4-lane (two-way) non-divided concrete section with no parking, no bike lanes, curb and gutter and sidewalk on both sides. This section has not been overlaid.

Reid Street's section varies, the majority is an urban 2-lane (one-way) non-divided section with parking on both sides, no bike lane, curb and gutter and sidewalk on both sides. The section west of Fourth Street is asphalt and the section east of Fourth Street is concrete.

Third Street is an urban, 3-lane (one-way) non-divided section with parking on one side, a bike lane, curb and gutter and sidewalk on both sides. This section is concrete (constructed in 2007).

Improvements were identified on the 2020 Pavement Management Decision Support System (PMDSS).

Proposed Improvement - Nature of work: The proposed improvements will consist of a pavement replacement improvement (4190-17-71) and a pavement preservation project (4190-17-72).

Project 4190-17-71 will begin on Main Street between Third Street and Fourth Street and will extend to the Eighth Street intersection; it will also include Reid Street beginning at Sixth Street and ending just west of the Fourth Street intersection. The proposed improvements will consist of common excavation, concrete pavement, base aggregate, select crushed, storm sewer, curb ramps, curb and gutter, concrete sidewalk, street lighting, and incidentals.

Project 4190-17-72 will include Reid Street, beginning just west of the Fourth Street intersection and will extend to the intersection of Third Street; it will also include Third Street from Reid Street to the Claude Allouez Bridge. The proposed improvement will consist of concrete pavement repair and curb ramp replacements.

Project details will be further defined as this project continues through the design process.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: It is anticipated that water and sanitary

sewer will be replaced prior to or in conjunction with these projects. The Municipality will also be responsible for any sanitary manhole or water valve adjustments. It is anticipated the city will include non-participating items in the projects such as parking lanes, sidewalk, community sensitive **design (CSD)** items, slope improvement, storm sewer laterals, hazmat cleanup necessitated by the project, and the Municipality's portion of street lighting.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
4190-17-00 Preliminary Engineering: Plan Development	\$ 2,500,000	\$ 1,875,000	75%	\$ 625,000	25%
4190-17-21 Real Estate Acquisition: Acquisition	\$ 430,000	\$ 430,000	100%	\$ -	0%
4190-17-54 Railroad (Xing ID 180072X - Shared-Use Path Crossing): RR Signal And Fence Work:	\$ 260,000	\$ 130,000	50%	\$ 130,000	50%
4190-17-71 ¹ Construction: Roadway (cat 0010) Non-Participating (cat 0020) ² Replacement Street Lighting (cat 0030) Priority 1 - State Standard Replacement Priority 2 - De Pere Lighting Upgrades ³ New Street Lighting (cat 0040) Priority 1 - State Standard New Installations Priority 2 - De Pere New Lighting Upgrades ⁴ CSD Amenities (cat 0050) Priority 1 - WisDOT/Local Joint Funded Priority 2 - 100% Local Funded Shared-Use Path (cat 0060) subtotal 4190-17-71:	\$ 9,410,000 \$ 1,310,000 \$ 1,045,000 \$ 780,000 \$ - \$ 215,000 \$ 81,000 \$ - \$ 230,000 \$ 102,073 \$ - \$ 40,000 \$ 12,250,000	\$ 9,410,000 \$ - \$ 780,000 \$ - \$ 81,000 \$ - \$ 102,073 \$ - \$ 20,000 \$ 10,393,073	100% 0% 100% MAX 0% 50% MAX 0% 80% MAX 0% 50%	\$ - \$ 1,310,000 \$ - \$ 265,000 \$ 81,000 \$ 53,000 \$ 25,518 \$ 102,409 \$ 20,000 \$ 1,856,927	0% 100% 0% 100% 50% 100% 20% 100% 50%
4190-17-72 ¹ Construction: Roadway (cat 0010) Non-Participating (cat 0020) subtotal 4190-17-72:	\$ 260,000 \$ 300,000 \$ 560,000	\$ 260,000 \$ - \$ 260,000	100% 0%	\$ - \$ 300,000 \$ 300,000	0% 100%
Total Cost Distribution	\$ 16,000,000	\$ 13,088,073		\$ 2,911,927	

1. Estimates include construction engineering.

2. Alterations resulting from roadway construction of State standard street lighting to salvage existing equipment to new locations are funded with 100% federal/state funding up to maximum of \$780,000. Existing components that cannot be salvaged will be replaced designed to State standards. Costs in excess of State standard installation, new components that could be salvaged, and upgrades to components from the existing installation shall be the responsibility of the Municipality. See Item 8 of Terms and Conditions.

3. New installations of State standard street lighting where previous continuous street lighting did not exist are funded with 50% federal/state funding to the cost equivalent of lighting meeting State standards. Federal/state funding not to exceed 50% of the actual cost of the lighting system up to a maximum of \$81,000. Costs in excess of federal/state funding limits shall be the responsibility of the Municipality. See Item 8 of Terms and Conditions.

4. Community Sensitive Design (CSD) amenities considered to be the preference of the community are funded with 80% federal funding up to a maximum of \$102,073. No State funding is permitted for CSD amenities. Costs in excess of the CSD funding limit shall be the responsibility of the Municipality. See Item 8 of Terms and Conditions.

This request is subject to the terms and conditions that follow (pages 3 – 6); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. A review of the existing State Municipal Maintenance Agreement (SMMA) or creation of a new SMMA signed by the Municipality and the State shall be completed in conjunction with this agreement. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of De Pere (please sign in blue ink)	
Name	Title
Signature	Date
Signed for and in behalf of the State	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

- (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
 - (k) Eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community, not to exceed CSD funding limit for the project.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
 - (k) 20% of costs of eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community up to the CSD funding limit for the project, plus 100% of costs of eligible CSD amenities in excess of the CSD funding limit for the project.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:

- (a) Project ID 4190-17-00, **Preliminary Engineering**: The Municipality will be responsible for 25% of the design for the anticipated pavement replacement and pavement preservation projects. Any additional work per the request of the Municipality will be funded by the Municipality.
- (b) Project ID 4190-17-21, **Real Estate**: Acquisition of any necessary right-of-way within Connecting Highway limits is the responsibility of the Municipality. Right-of-way required for the project should be purchased by the municipality and may be eligible for up to 100% WisDOT participation and must be acquired in the municipality's name. Real estate required for parking lanes is not eligible.
- i) The State will reimburse the Municipality for real estate and all eligible acquisition costs necessitated by the roadway construction if the real estate is being acquired where roadway improvements are needed.
 - ii) It shall be the responsibility of the Municipality to provide all payments necessary for acquisition and relocation benefits. The Municipality will be given reimbursement for the approved real estate costs of the project based on the project cost share. Reimbursement can be submitted quarterly with payment requests in the amount of \$250,000 or greater, up to the final payment. Final payment may be less than \$250,000. Or the Municipality can make one submission for the whole project after real estate acquisition is complete. Approved real estate costs are those actual costs appropriately documented by the Municipality, and further approved by the Department for reimbursement. All eligible reimbursements must be submitted to the State for approval and payment no later than six (6) months after the real estate acquisition is complete.
 - iii) When State or Federal dollars are to be used to reimburse the Municipality for any real estate acquisitions or relocations related costs, all real estate activities are subject to reviews and approvals by the State. Required State reviews and approvals are identified in the Local Public Agency manual.
 - iv) All municipal lands, owned by the City of De Pere, required for this improvement project shall be dedicated/donated as right-of-way by specific resolution of the municipal governing body at no cost to the State. Exceptions to this dedication are those lands held by the Municipality under 4F and 6F Park lands, which will follow standard acquisition process.
 - v) **Real Estate Remnant Parcels**: Any remnant properties created by partial acquisitions and acquired as part of this public improvement project, or any additional lands deemed unnecessary for the project will be acquired by the City of De Pere. Title to any such remnant parcels to remain the name of the City of De Pere.
 - vi) Consultant real estate contractors engaged by Municipality to deliver real estate services must be members in good standing of the State approved roster of approved consultants. No substitutions shall be permitted without prior written consent of the State.
 - vii) The Municipality shall bear, at Municipality expense, all costs of litigation arising out of the acquisition of the real estate for the Project. The Municipality may qualify for reimbursement for some of the litigation expenses if it follows the procedures set forth in Chapter 7 of the LP RE Manual.
- (c) Project ID 4190-17-54, **Railroad (Xing ID 180072X – Shared-Use Path Crossing)**: Railroad signal and fence improvements at shared-use path crossing are to be funded with 50% State/Federal funding and 50% local funding, with no maximum, limited to scope of work items shown below. The municipality or Railroad company, as determined by applicable state statutes or other agreements, shall be responsible for the energy, operation, maintenance, and all other improvements or alterations not included below, or that take place before or after the project within the specified limits of the shared-use path. The railroad crossing surface replacement at Crossing ID 180072X is proposed to be funded at 100% railroad costs following applicable

state statutes and other agreements. All costs associated with railroads must comply with all applicable state statutes, laws, OCR orders, and agreements or future negotiations with the railroads.

- Railroad fence - \$60,000
- Railroad signal alterations, replacement or salvaged, at crossing ID 180072X - \$200,000

(d) Project ID 4190-17-71, Non-Participating (cat 0020): Non-participating construction costs and cost share will be further defined as this project continues through the design process. Below is a list of known items.

- Parking Lanes (*Pavement, Base, Subgrade Improvement, and Signing/Marking for Parking Lanes*) - \$390,000
- Concrete Sidewalks and Terraces funded by the municipality (*For 4190-17-71, sub-total does not include stamping and coloring of concrete, which is included in cat 0050, CSD*) - \$207,000
- Slope Improvement on Main Avenue in area of CN Railroad bridge (*slope improvement type and design to be determined, estimate of an assumed improvement cost of concrete slope paving included*) - \$506,000
- Storm Laterals - \$46,000
- Utility Adjustments - \$35,000
- Hazardous Material Clean-Up - \$126,000

(e) Project ID 4190-17-71, Replacement Street Lighting (cat 0030): The State is responsible for replacement or salvaged street lighting designed to State standards that is necessitated by the state roadway project, excluding non-participating work. The Municipality shall be responsible for the energy, operation, maintenance, and replacement of the lighting system (including associated costs). Costs in excess of federal/state funding limits shall be the responsibility of the Municipality.

- Alterations of the existing continuous lighting system to State standards for an estimated 34 street light system (*Priority 1: 100% federal/state funding with funding cap*) - \$780,000
- Costs for lighting system in excess of standard State installation, new components to replace components that could be salvaged, and upgrades to existing components for an estimated 64 street light system. Additional roadway lights, decorative pedestrian lighting, and other decorative elements are not included in state standard lighting installations and includes an estimated 3 additional roadway lighting installations and 27 decorative lighting installations. (*Priority 2: 100% local funding*) - \$265,000

(f) Project ID 4190-17-71, New Street Lighting (cat 0040): New installations of State standard street lighting where previous continuous street lighting did not exist is funded with 50% federal/state funding to the cost equivalent of lighting meeting State standards. Federal/state funding not to exceed 50% of the actual cost of the lighting system. The Municipality shall be responsible for the energy, operation, maintenance, and replacement of the lighting system (including associated costs). Costs in excess of federal/state funding limits shall be the responsibility of the Municipality.

- State standard street lighting installation estimated at 7 street lights (*Priority 1: 50% local funding up to federal/state funding cap*) - \$162,000
- Upgrades beyond State standard street lighting for an estimated 14 street light system. Additional roadway lights, decorative pedestrian lighting, and other decorative elements are not included in state standard lighting installations and includes an estimated 0 additional roadway lighting

installations and 7 decorative lighting installations. *(Priority 2: 100% local funding)* – \$53,000

(g) Project ID 4190-17-71, CSD Amenities (cat 0050): CSD amenities are funded with 80% Federal funding up to a maximum of 102,073 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD funding limit. CSD amenities included in the project are:

- Stamped and colored concrete for replaced concrete terraces and islands for locations identified in the preliminary plans on Main Ave. and Reid St. – \$207,000
- Decorative planter bed located within median at Main Ave. & Fort Howard intersection - \$23,000
- CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

(h) Project ID 4190-17-71, Shared-Use Path, (cat 0060): Path alignment and profile changes, and any other improvements within the limits of the improved shared-use path limits are to be funded with 50% State/Federal funding and 50% local funding, with no maximum, limited to scope of work items shown below.

- Path alignment & profile changes - \$40,000
- Other costs associated with signing, marking, and safety improvements included in project – Costs to be determined as design progresses

(i) Project ID 4190-17-72, Non-Participating (cat 0020): Non-participating construction costs and cost share will be further defined as this project continues through the design process. Below is a list of known items.

- Main Ave Terraces widening – Third Street to Fourth Street (pavement, base, C&G, and incidentals to widen terrace along Main Ave. from approx. STA 52+90 to STA 54+74, 2.5 ft LT & 5 ft RT) - \$35,000
- Replacement of brick or concrete terraces, sidewalk, and other areas funded by the municipality, including replacing bricks with stamped and colored concrete - \$70,000
- Decorative planter bed located within median at Main Ave. & 3rd St. intersection - \$23,000
- The municipality is responsible for the costs for any replacement, salvaged or improved street lighting elected to include or necessitated by non-participating work and not necessitated by the roadway improvements. Current lighting system replacements and improvements are currently estimated at 9 roadway lighting installations and 5 decorative lighting installations. - \$172,000

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



Request for Common Council Action

MEETING DATE:	September 16, 2025
DEPARTMENT:	Engineering
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Resolution #25-99 Authorizing Professional Service Agreement between City of De Pere and Corre, Inc. for Real Estate Services for STH 32.
RECOMMENDED ACTION:	Based on the proposals and rates, staff recommends awarding the professional services agreement to Corre, Inc.

The Board of Public Works at the September 8, 2025 meeting approved the quote from Corre, Inc for Real Estate Services for STH 32 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

Reso25-99, Corre, Inc.(Appraisal and Acquisition-WisDOT STH 32), CE_RFP_STH32 ROW Acquisition, CORRE ROW Proposal, 2025 0908 CI_BOPW_Real Estate Services, STH 32 SMFA Page 3, MSA ROW Proposal

RESOLUTION #25-99

AUTHORIZING STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF DE PERE AND CORRE, INC.
(Appraisal and Acquisition Services for WisDOT Project 4190-17-00/21/54/71/72)

WHEREAS, the City is in need of turn-key acquisition project services including appraisals and right-of-way acquisition for Wisconsin Department of Transportation (WisDOT) improvements to State Highway 32 from Eighth Street to Third Street, Project ID 4190-17-00/21/54/71/72; and

WHEREAS, CORRE, Inc. has available and offers to provide qualified personnel and facilities necessary to accomplish said services, subject to the terms and conditions of the Agreement for Professional Services as is attached hereto and incorporated herein by reference; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into such Standard Agreement for Professional Services Between the City of De Pere and CORRE, Inc. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents 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 16th day of September, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/08/2025

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF DE PERE AND CORRE, INC.

Project: Appraisal and Acquisition – WisDOT STH 32

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between the City of De Pere, a Wisconsin municipal corporation (“City”), and CORRE, Inc., a Wisconsin corporation (“Consultant”), collectively referred to as the parties.

WITNESSETH

WHEREAS the City is in need of turn-key acquisition project services including appraisals and right-of-way acquisition for the Wisconsin Department of Transportation (WisDOT) improvements to State Highway 32 from Eighth Street to Third Street, Project ID 4190-17-00/21/54/71/72; and

WHEREAS the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW, THEREFORE, in consideration of the following terms and conditions, City and Consultant mutually agree as follows:

I. SCOPE OF WORK

The scope of work shall include all services and materials necessary to complete the project as fully described and specified in City’s Request for Proposals (Exhibit A) and Consultant’s Proposal thereto dated August 4, 2025 (Exhibit B), both of which are attached hereto and incorporated herein by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant’s Proposal are incorporated into this Agreement unless such term is specifically included herein.

II. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, terms and conditions has been executed. Where additional work is to be completed on time and expenses compensation, charges shall be in accordance with the fee schedule submitted with the Consultant’s proposal.

III. FEES

Total fees payable to Consultant shall not exceed the amount of \$148,848.78 for all services, materials, equipment and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement signed by both parties approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

IV. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform all those services and furnish all material necessary as fully described in Exhibits A and B.

V. SCOPE OF CITY SERVICES

City agrees to provide the Consultant certain items and/or information such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

VI. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation in accordance with the compensation provisions described in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due in 30 days from the invoice date. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

VII. INDEMNIFICATION

Consultant hereby agrees to indemnify the City, 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 negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify the City, 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 City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

In the event that Consultant employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Consultant's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

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

VIII. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

- A. PROFESSIONAL LIABILITY (Errors and Omissions)
 - (1) Minimum Limits
 - (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
 - (2) Must continue coverage for 3 years after final payment for service/job
- B. GENERAL LIABILITY COVERAGE

- (1) Commercial General Liability
 - (a) \$4,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$2,000,000 each occurrence limit
- (2) Claims made form of coverage is not acceptable.
- (3) Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of De Pere, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

C. BUSINESS AUTOMOBILE COVERAGE

- (1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- (2) Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as an Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

Waiver of Workers Compensation Subrogation: The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of De Pere.

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of De Pere Attn: City Clerk 335 S. Broadway, De Pere, WI 54115.

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with the City. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

IX. OWNERSHIP AND FORM OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than original intent of the documents provided by the Consultant.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format.

X. SAMPLES

Unless otherwise agreed or consumed in testing, test specimens shall be retained for a minimum of thirty (30) days following submission of final report.

XI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

XII. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

XIII. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

XIV. ACCESS/UTILITIES

The City will arrange access to the site, as necessary, for Consultant to complete the work. Consultant will take reasonable precautions to minimize any damage to the site due to its operation. Site restoration is not included unless specifically requested by the City.

Consultant is responsible for locating public utilities and agrees to indemnify and save the City harmless from all claims, suits, losses, cost and expenses including attorney's fees as a result of any personal injury,

death or property damage occurring from damage to public utilities. Consultant shall coordinate with a private locating service for locating utilities on private property.

XV. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences or procedures of construction. Consultant will not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

XVI. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

XVII. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

XVIII. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XIX. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Consultant shall obtain the written consent of the City prior to assigning, transferring, or subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work.

XX. SEVERABILITY

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XXI. AUTHORITY

The parties hereto have all necessary or requisite power and authority to execute and deliver this Agreement.

XXII. APPLICABLE LAWS AND JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XXIII. ENTIRE AGREEMENT

This Agreement, together with the City's Request for Proposals, Consultant's Proposal dated August 4, 2025, the attachments appended hereto, and all documents, drawings, specifications, and instruments specifically incorporated herein and made a part hereof, shall constitute the entire Agreement of the parties.

XXIV. COMPLIANCE WITH LAWS

Consultant is responsible to see that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

XXV. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XXVI.

XXVI. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XXVII. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City: City of De Pere
 Attn; City Clerk

335 South Broadway
De Pere, WI 54115

If to Consultant: CORRE, INC.
Director of Real Estate Services
Appleton Office
500 West Calumet Street
Appleton, WI 54915

XXVIII. COUNTERPARTS

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____

By: _____
Kimberly T. Flom, City Manager

Printed Name: _____

Its: _____

By: _____

By: _____
Carey E. Danen, City Clerk

Printed Name: _____

Its: _____

**Request for Proposals
For
Appraisal and Acquisition – WisDOT STH 32**

The City of De Pere would like to see if you are available for a turn-key project in Brown County for appraisals and right of way acquisition for WisDOT Project 4190-17-00/21/71/72. The project is on STH 32, which is connecting highway.

Your proposal must be submitted to our office by **4pm Monday, August 4th, 2025**. Proposals can be submitted via e-mail to Eric Rakers at erakers@deperewi.gov.

GENERAL INFORMATION AND SCOPE OF SERVICES:

The City of De Pere is currently working with the Wisconsin Department of Transportation for improvements on STH 32 from Eighth Street to Third Street. The City is responsible for obtaining right of way for the project.

This is a connecting highway project and is in conjunction with WisDOT, and that the WisDOT manual and process will be followed. Turn-key acquisition project which includes introduction letters, review of title work, sales study/data book, Nominal Payment Parcel Report, appraisals if needed, negotiations including all READS input and offering packages, closing out parcel files to include recording of all documents, W-9 information, sending of six-month/two-year deed letters, encroachment related documents, and to complete a final audit verifying that all information is in READS at the end of the project. Appraisal Review will be completed by WisDOT.

The preliminary plat is scheduled to be completed in September. It is estimated that the plat will include 119 TLE acquisitions (31 are part of a condominium) and 5 fee acquisitions.

- **Project number:** 4190-17-00/21/71/72 STH 32
- **County of:** Brown
- **PS&E date:** 8/1/2027
- **Anticipated Right of Way start date:** 10/1/2025
- **Anticipated Right of Way clear date:** 4/1/2027

A preliminary map has been included.

INSURANCE:

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$2,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$2,000,000 per claim and \$3,000,000 annual aggregate.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

FEE:

The ***estimated*** fee schedule shall be submitted on the attached form.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

ADDITIONAL SUBMITTALS:

In addition to the estimated fee schedule, please provide information on your staff that will be working on the project along with a brief summary of their experience.

PAYMENT:

The City's Consultant Agreement provides for compensation under the contract to be made in a lump sum upon completion of the contract. Any proposal that seeks an alternative compensation provision shall be included in a specific description of the preferred compensation method for City consideration.

ADDITIONAL INFORMATION:

A sample Consultant Agreement is attached. Terms and conditions of a proposer's Standard Agreement for Services shall not be incorporated into Consultant Agreement absent specific language thereof in the Consultant Agreement itself.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Estimated Fee (Total): _____

Personnel Title	Estimate Hours	Rate/Hour	Estimated Amount
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total			\$



PROPOSAL FOR RIGHT OF WAY APPRAISAL &
ACQUISITION SERVICES

STH 32, 8TH STREET TO 3RD STREET
City of De Pere, WI

City of De Pere
August 4, 2025

Submitted to:
City of De Pere
Attn: Eric Rakers, PE
City Engineer
925 S. Sixth Street
De Pere, WI 54115

Submitted by:
CORRE, INC.
Appleton Office
500 West Calumet Street
Appleton, WI 54915



August 4, 2025

City of De Pere
Attn: Eric Rakers, PE
City Engineer
925 S. Sixth Street
De Pere, WI 54115

Appleton Office
500 West Calumet Street
Appleton, WI 54915

SENT VIA EMAIL

**Proposal for Right of Way Appraisal & Acquisition Services
STH 32, 8th Street to 3rd Street
City of De Pere, WI**

Dear Mr. Rakers and Selection Committee:

CORRE, INC. (CORRE), a full-service transportation engineering firm offering an unmatched combination of specialty services, is pleased to submit this response to your Request for Proposal for appraisal and acquisition services for the STH 32 improvement project.

CORRE is an S Corporation licensed to provide engineering services in the State of Wisconsin and is known throughout the state for providing all-encompassing real estate services. There are several key elements that separate us from other real estate firms for this project:

- ✓ We are a full-service firm with real estate and engineering experts serving the entire State of Wisconsin.
- ✓ Our team includes appraisers well-versed and experienced in sales studies, project data books, and eminent domain appraisals.
- ✓ Our team includes acquisition agents well-versed and experienced in eminent domain and property owner negotiations for right of way acquisition, including Fee, PLE, TLE, highway easements, and utility release of rights.
- ✓ Our key staff are all WisDOT-approved LPA certified, which assures a smooth and timely project delivery.
- ✓ Our full-service team also offers in-house survey and plat preparation services.
- ✓ Our proposed staff come from four of **CORRE's** offices, and are willing to travel as needed at no additional charge.
- ✓ Our employees' cumulative years of experience assure the success of every project no matter how large or small.

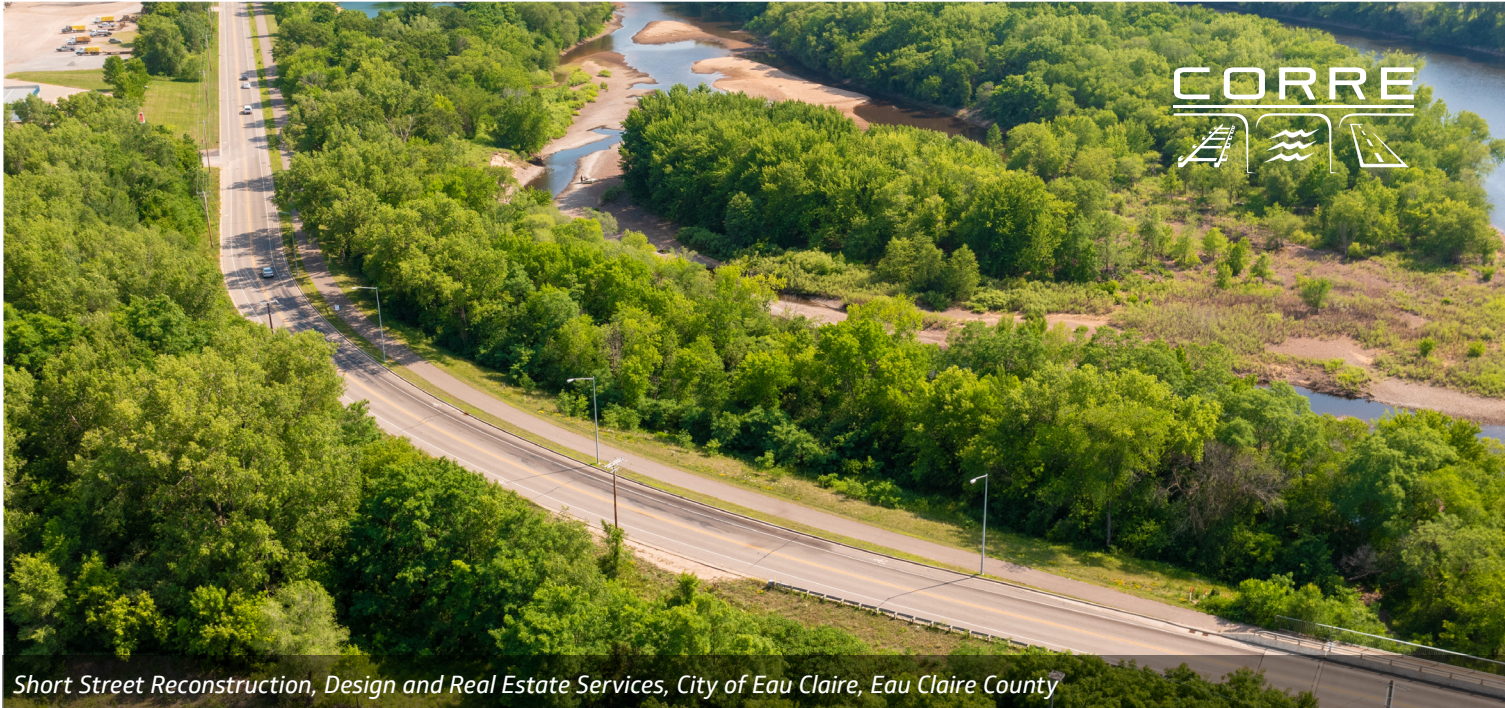
Thank you for inviting us to participate in this RFP. We look forward to the opportunity to work with you!

Sincerely,

CORRE, INC.



Heather Dresel
Director of Real Estate Services
715.900.2965
hdresel@correinc.com



Short Street Reconstruction, Design and Real Estate Services, City of Eau Claire, Eau Claire County



1 | COMPANY OVERVIEW

Organization Capabilities

CORRE is a full-service engineering firm offering an unmatched combination of specialty services. Since beginning operations in 2005, we have grown rapidly and attracted industry-recognized professionals, including professional engineers and environmental and real estate specialists. Our real estate team includes four LPA certified general appraisers, two appraisers-in-training, three LPA certified negotiation agents, and five support staff members. By having the ability to complete a wide variety of services in-house, we are able to provide a cost-effective, high-quality real estate services.

Our Services

While the majority of our real estate team is based in our Eau Claire office, our professionals routinely work seamlessly between all six offices to provide the following professional services:

- Transportation Engineering
- Structural Engineering
- Construction Engineering
- Environmental Services
- Cultural Resources
- Utility Coordination
- Real Estate Services
- Right of Way Plats
- Survey
- Public Outreach
- Grant Administration
- Bi-annual Bridge Inspections

Our Real Estate Professionals

CORRE routinely assists local, county, and state agencies in meeting the real estate needs associated with their transportation improvement projects. Our staff has successfully delivered projects throughout the state and offers expertise in the following:

- Sales Studies and Market Studies
- Nominal, Standard Abbreviated, and Before & After Appraisals
- Acquisition/negotiation services for state, federal, and locally funded projects
- Relocation services for state, federal, and locally funded projects
- State, federal, and local real estate guidelines
- WisDOT LPA Real Estate Program Manual
- WisDOT LPA real estate procedures and approvals
- Local government approvals
- Agency coordination

Large-firm
capabilities
with
small-firm
attitude.



founded
2005

100+ 
PROFESSIONALS

2 | KEY STAFF

CORRE has assembled a comprehensive team of readily-available real estate professionals and support staff skilled in transportation engineering projects. **The proposed staff come from four of CORRE's offices, and are willing to travel as needed at no additional charge.**

Heather Dresel | Project Manager

Ms. Dresel will serve as the Real Estate Project Manager. Ms. Dresel joined CORRE's real estate team with extensive experience from her tenure at WisDOT, where she served in multiple roles including Real Estate Specialist, Lead Worker, and Transportation Specialist Supervisor. She brings a comprehensive skill set in real estate practices related to eminent domain, with expertise in project management, staff and team development, acquisition and negotiation, appraisal review, easement valuation, land titles, surplus land disposition, and utility coordination.

Heather is also highly effective in property owner communication and has received training in tribal coordination, adding an important dimension to her capabilities. She actively contributed to several WisDOT user groups, including the Litigation User Group and the Utility Coordination Technical Committee, where she helped shape policy and share best practices.

Years of Experience: 15

Areas of Expertise

Eminent domain
Public relations
Real estate property management
Real estate project management
Right of way acquisition
WisDOT processes and procedures

Education

Coursework: Aviation

Professional Licenses/Certifications

Wisconsin Notary Public
WisDOT LPA Approved Acquisition Agent



Megan Beer-Pemberton | Acquisition Agent

Ms. Beer-Pemberton will serve as an Acquisition Agent. Ms. Beer-Pemberton offers experience in acquisition, relocation, and property management. She is well-versed in State Statute Chapter 32, Wisconsin Department of Administration Chapter 92, and the Federal Uniform Act requirements.

Megan is fluent in the negotiation and acquisition of property required for highway projects. She has served as a project manager and lead acquisition agent for WisDOT, LPA, and local projects throughout Wisconsin assisting clients in property owner negotiations for their roadway corridors. In addition, Megan has been involved with relocation activities on residential and business properties for WisDOT and local projects throughout the state.

Megan was an in-house property management specialist for WisDOT's NW Region responsible for routing excess land requests and managing lease agreements. She also offers experience as an in-house real estate specialist for the NW Region where she was responsible for reviewing title work, auditing real estate project files, managing data in READS, and assisting in the acquisition of parcels as needed. Megan also has experience in drafting and executing razing contracts for projects in the North Central, Northwest, Northeast, and Southeast Regions.

Years of Experience: 15

Areas of Expertise

Property management
Project management
WisDOT processes and procedures
Eminent domain
Real estate acquisition
Real estate relocation
Utility coordination

Education

MA: Public History
BA: History and Secondary Education

Professional Licenses/Certifications

WisDOT LPA Approved Acquisition Agent
WisDOT LPA Approved Relocation Agent
WI Notary Public



Cheri Swanson | Acquisition Agent

Mrs. Swanson will provide acquisition services for this project. Cheri recently joined our Real Estate Staff at CORRE. She is back in the field after a few years away. She has extensive experience with acquisitions, utilities, and negotiations.

Years of Experience: 15

Areas of Expertise

Property management
Project management
WisDOT processes and procedures
Eminent domain
Real estate acquisition
Real estate relocation
Utility coordination

Education

Coursework: Physical Therapy

Professional Licenses/Certifications

WisDOT LPA Approved Negotiator
Real Estate Salesperson: WI
WI Notary Public



Logan Bates | Right of Way Specialist

Ms. Bates is a recent addition to **CORRE's** real estate group offering extensive experience working in customer-centered administrative positions. She is detail oriented and client-focused with expertise in correspondence, database administration, quality assurance, research, and serving as a client-liaison.

Years of Experience: 3

Areas of Expertise

Utility coordination

Education

Coursework: Fox Valley Technical College

Professional Licenses/Certifications

WI Notary Public



Kayla Foulk, CGA | Appraiser

Kayla recently earned her Certified General Appraiser license and has completed a wide variety of projects across the State. She has experience with eminent domain appraisals for public improvement projects, including transmission lines, pipeline, and roadway projects. She also has experience with asset management, conservation, trail easements, and floodplain easements. She has experience inspecting properties, computing and preparing property value estimations, and researching properties using public records.

Years of Experience: 6

Areas of Expertise

Real estate appraisal

Education

BS: Environmental Science

Coursework: Appraisal Studies

Professional Licenses/Certifications

Wisconsin Certified General Appraiser

WisDOT LPA Approved Appraiser



Vanessa Helland, CGA | Appraiser

Ms. Helland will serve as an Appraiser providing both appraisal and Sales Study services. She has prior experience working as an Assessor for the City of Eau Claire and an Appraiser in Training with a private firm. With **CORRE**, she has worked with the lead appraisers in appraisal and sales study activities for various projects throughout Wisconsin. She has experience inspecting properties, computing and preparing property value estimations, and researching properties using public records. Vanessa recently received her license as a Wisconsin Certified General Appraiser

Years of Experience: 11

Areas of Expertise

Appraisal

Public record research

Eminent Domain

Sales Studies

Building & zoning codes

WisDOT processes & procedures

READS

Education

BA: Geography

Coursework: Appraisal Institute

Professional Licenses/Certifications

Certified General Appraiser (CGA);

Assessor II: WI

WisDOT LPA Approved Appraiser

WisDOT LPA Approved Review Appraiser



Ann Davis, CGA | Appraiser

Ms. Davis will serve as an Appraiser, providing both appraisal and Sales Study services. Ann is a Certified General Appraiser with extensive experience completing appraisals for public improvements projects throughout Wisconsin. She also holds the MAI designation from the Appraisal Institute. She is knowledgeable in WisDOT Department policy, federal and state regulations, and Uniform Standards and Professional Appraisal Practice. She has appraised partial takings for commercial, residential, industrial, and special purpose properties for highway improvement projects. In addition, Ann is experienced in completing project data books and sales studies.

Ann provides appraisal services to the Department of Justice for just compensation appeals and inverse condemnation cases. She has served as a review appraiser for local agencies. In addition, she has completed surplus land appraisals for WisDOT.



Years of Experience: 41

Areas of Expertise

Appraisal review
Eminent domain appraisal
Expert witness testimony
Real estate appraisal
WisDOT policies and procedures

Education

MBA
BA: Economics

Professional Licenses/Certifications

MAI Designation, Appraisal Institute
Wisconsin Certified General Appraiser
WisDOT LPA Approved Appraiser
WisDOT LPA Approved Review Appraiser

John Deneen | Real Estate Support

Mr. Deneen is a recent addition to CORRE's real estate group. He has experience assessing properties for the city of Eau Claire and brings skills in client communication, organization and administration, and training and mentoring. John has also completed a variety of real estate appraisal coursework and has a strong working knowledge of the appraisal process.



Years of Experience: 5

Areas of Expertise

Appraisal review
Eminent domain appraisal
Expert witness testimony
Real estate appraisal
WisDOT policies and procedures

Education

MA: Special Education
BS: Education

Professional Licenses/Certifications

Wisconsin Assessor II

3 | PROJECT EXPERIENCE

Relevant Project Experience Matrix

Our key staff has extensive experience providing real estate services and managing successful projects similar to yours. The table below shows current and completed projects, noting the similar elements involved. Full profiles follow for the highlighted projects.

	Project Management	Appraisals	Project Data Book/Sales Study	Acquisitions/Negotiations	Billboards	Utility Coordination	Access Issues	Connecting Highway	WisDOT Local Program	Railroad Coordination	Litigation
Belknap/USH 2 Real Estate Services, Douglas County, ID 8680-00-21		✓	✓		✓		✓	✓	✓		
Blatnik Bridge, I-535 over St. Louis River, Douglas County, ID 1199-00-20	✓	✓		✓	✓	✓	✓				
Bus Rapid Transit (BRT) Project, C Madison, Dane County		✓					✓				
CTH A Real Estate Services, STH 76 to STH 47, Outagamie County	✓	✓	✓							✓	
CTH B (North) Improvements, I-94 to Packer Drive, Dunn County, ID 1009-48-70	✓	✓		✓		✓				✓	
CTH B (South) Improvements, USH 12 to EB I-94 Ramps, Dunn County, ID 7996-00-4	✓	✓		✓		✓			✓		
CTH B Reconditioning, Town of Presque Isle, Vilas County, ID 9494-00-00		✓	✓	✓		✓			✓		
CTH C Shared-Use Path Real Estate Services, Kenosha County, ID 3736-06-00		✓									
CTH D Reconditioning, Nelson Rd to Hillside Dr, Trempealeau County		✓	✓	✓		✓			✓		
CTH E Real Estate Services, St. Croix County, ID 8939-08-06		✓	✓	✓		✓			✓		
CTH GV Reconstruction, Brown County	✓	✓	✓	✓		✓	✓				
CTH G Reconstruction, CTH E to Spur Rd, Marinette County, ID 9029-02-71	✓	✓		✓					✓		
CTH HH Acquisitions, I-94 to CTH K North, Eau Claire County	✓	✓	✓	✓		✓					
CTH H Improvements, CTH HH to CTH M, Dunn County, ID 7880-07-03	✓	✓	✓	✓		✓			✓		
CTH I Real Estate Services, Ozaukee County	✓	✓		✓		✓			✓		
CTH I Real Estate Services, Waupaca County	✓	✓	✓	✓		✓			✓		
CTH M, Lineville Road, Brown County	✓	✓	✓	✓		✓	✓				
CTH N Real Estate Services, CTH T to Brasch Rd, T Little Wolf, Waupaca County	✓	✓	✓	✓					✓		
CTH KK Acquisitions, CTH HH to CTH V, Eau Claire County	✓	✓	✓	✓		✓					
CTH T Acquisitions, USH 53to STH 108, La Crosse County	✓	✓	✓	✓					✓		
CTH T over Turton Creek Real Estate Services, Trempealeau County, ID 7178-00-00		✓	✓	✓		✓			✓		
E. Division St/STH 91 Real Estate Services, Iowa County, ID 5953-04-20	✓	✓	✓	✓				✓	✓		
E. 5th St and Washburn Street Real Estate Services, C Shawano, ID 6997-03-00	✓	✓		✓							
Green Bay St/STH 22 Real Estate Services, C Shawano	✓	✓	✓	✓				✓	✓		
Hughes Place Storm Sewer Project Appraisals, Dane County		✓									
I-39 Corridor Expansion Real Estate Services, South/Central/North Segments, Dane County	✓	✓	✓	✓	✓	✓	✓				✓
I-94 E-W Early Acquisitions, C of Milwaukee, Milwaukee County, ID 1060-27-21		✓		✓	✓		✓				
Marquette Rd/STH 35, City of Prairie du Chien, Crawford County, ID 1661-05-26	✓	✓	✓	✓	✓	✓	✓	✓	✓		
McKee Rd/CTH PD Appraisals, Dane County, ID 5992-09-30		✓							✓		
N. Harrison Hollow Rd Real Estate Services, Vernon County	✓			✓		✓			✓		
Public Safety Communications Tower, Kenosha County	✓	✓		✓					✓		
STH 180 Real Estate Services, Marinette County, ID 9670-09-21	✓	✓	✓	✓							
STH 50, Vg of Pleasant Prairie/C of Kenosha, Kenosha County, ID 1310-10-24		✓	✓								
STH 50 Access Roads Appraisals and Acquisition, Kenosha County, ID 1310-10-23		✓	✓	✓					✓		
STH 50 Mainline Appraisals, Kenosha County, ID 1310-10-20		✓	✓								
STH 76 Real Estate Services, V Greenville, Outagamie County ID 6517-16-21	✓	✓	✓	✓							
STH 96 (Green Bay Road) Acquisition, Outagamie County, ID 4075-33-00	✓	✓		✓					✓		
STH 125/College Ave, Real Estate Services, T Grand Chute, Outagamie County, ID 6526-00-21	✓	✓		✓							
Taylor Avenue/CTH X Real Estate Services, Racine County	✓	✓	✓								
USH 53/63 Trego Interchange Reconstruction, Washburn County, ID 1197-00-20	✓	✓		✓							
Trenton Rd Bridge Appraisals/Acquisitions, C West Bend	✓	✓		✓							
Whitnall Ave Bridge Real Estate Services, C Milwaukee	✓		✓	✓					✓		
WPS, Chilton to Plymouth Natural Gas Pipeline, Manitowoc/Calumet/Sheboygan Counties	✓	✓		✓							



Blatnik Bridge, Douglas County

Blatnik Bridge Real Estate Services

Douglas County, ID 1199-00-20

Appraisal, Acquisition, and Property Management Services

This project will replace the Blatnik Bridge, which connects Wisconsin and Minnesota. CORRE is providing appraisals, acquisition and negotiation, property management, and project management services. CORRE will also work closely with the relocation consultant to assist with four relocations.

KEY CHALLENGES

- High Profile project with fast tracked timeline
- Complex acquisition and relocation including 8 early acquisitions and 35 additional partial acquisitions
- Appraisals include variety of large manufacturing facilities, commercial properties, and some residential properties
- Property management includes coordination with WisDOT environmental team
- Services began in Fall of 2023 and are slated to go through 2026
- Communication and project management with multiple levels and players including: WisDOT, WisDOT relocation staff, other consultant relocation staff, appraisers, and owners

CLIENT
WisDOT

REFERENCE
Judy Srp
judith.srp@dot.wi.gov
715.836.3904

SERVICE DATES
09/2023-12/2028

STAFF MEMBERS AND SERVICES PERFORMED
Heather Dresel: Real Estate Project Manager
Megan Beer-Pemberton: Real Estate Project Manager, Acquisition
Ann Davis: Sales Study, Appraisal
Kayla Foulk: Appraisal
Vanessa Helland: Appraisal



CTH N, Waupaca County

CTH N Real Estate Services, CTH T to Brasch Rd

Town of Little Wolf, Waupaca County, Locally Funded

Sales Study, Acquisition, Utility Release of Rights

This Waupaca County road improvement project consisted of a Sales Study, acquisition of 28 nominal parcels, and three utility release of rights.

The project is located on CTH N in the Town of Lebanon, Waupaca County. The project consists of improving approximately 2.3 miles of CTH N. A full reconstruction and asphalt replacement will begin in 2025, with the final asphalt layer in 2027.

KEY CHALLENGES

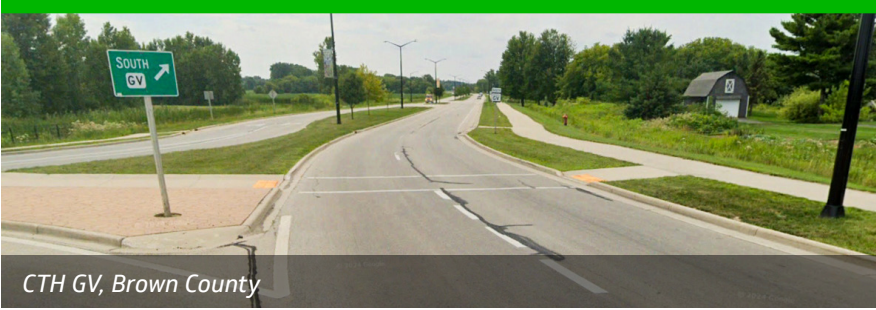
- Acquisition of 28 parcels with FEE and TLE interests
- Three utility release of rights
- Initial offers for 28 parcels followed the nominal waiver of appraisal process
- Required close coordination with Waupaca County
- County Corporate Council is working with a landowner (2 parcels) regarding delinquent real estate taxes and pending foreclosure; all other parcels are acquired

CLIENT
Waupaca County

REFERENCE
Casey Beyersdorf, Highway Commissioner
casey.beyersdorf@co.waupaca.wi.us
715.258.7152

SERVICE DATES
03/2024-06/2025

KEY STAFF
Cheri Barna: Acquisition



CTH GV, Brown County

CTH GV Reconstruction

Brown County, Locally Funded

Sales Study, Acquisition, Utility Release of Rights

This rural highway reconstruction project involved upgrading an existing two-lane rural roadway to a four-lane urban divided highway. The improvements also included the construction of a modern roundabout at a previously stop controlled intersection. As a subconsultant **CORRE** provided comprehensive real estate acquisition services to support project delivery.

KEY CHALLENGES

- Acquisition of 28 parcels with FEE and TLE interests
- Required both fee simple and easement acquisitions
- Intersected with changes in eminent domain legislation, which initially prohibited the use of eminent domain for sidewalk acquisition, and led to the preparation of two separate plats—one for the roadway and one for the sidewalk
- Complex legal and procedural requirements to ensure timely acquisition and avoid delays to construction

CLIENT

Brown County

REFERENCE

Chris Hardy
chris.hardy@browncountywi.gov
920.662.2160

SERVICE DATES

08/2022-03/2025

KEY STAFF

Heather Dresel: Real Estate Project Manager
Cheri Swanson: Acquisition
Kayla Foulk: Appraiser
Ann Davis: Appraiser



CTH M, Brown County

CTH M, Lineville Road

Brown County, Locally Funded

Sales Study, Acquisition, Utility Release of Rights

CORRE provided real estate project management, appraisal, and acquisition/negotiation services for this Local Program project.

KEY CHALLENGES

- Acquisition and negotiation of 48 residential and commercial parcels (grocery stores, malls, gas stations) and multiple utility parcels.
- Multi-year, multi-phase project impacted by shifting guidance regarding sidewalk requirements
- Involved trail parcel acquisitions, which were not eligible for condemnation

CLIENT

Brown County

REFERENCE

Chris Hardy
chris.hardy@browncountywi.gov
920.662.2160

SERVICE DATES

01/2022-03/2025

KEY STAFF

Heather Dresel: Real Estate Project Manager
Ann Davis: Appraiser
Cheri Swanson: Acquisition
Megan Beer-Pemberton: Acquisition
Vanessa Helland: Appraisal

Proposed Fee Schedule

Company Name: CORRE, INC

Company Address: 500 West Calumet Street

Company Address: Appleton, WI 54915

Company Representative: Heather Dresel

Signature: Heather Dresel

Estimated Fee (Total): \$ 148,848.78

Personnel Title	Estimate Hours	Rate/Hour	Estimated Amount
Real Estate Specialist – High (Appraiser)	60	\$ 125.38	\$ 7,522.80
Real Estate Specialist-Mid	760	\$ 94.96	\$ 72,169.60
Real Estate Specialist - Entry	720	\$ 75.07	\$ 54,050.40
Clerical – Entry	120	\$ 70.02	\$ 8,402.40
Clerical – Mid	26	\$ 115.58	\$ 3,005.08
Real Estate Project Manager	26	\$ 142.25	\$ 3,698.50
Total			\$ 148,848.78

The above estimate includes completion of a sales study and acquisition of 119 parcels through waiver valuations.

Additional services available at the following unit costs:

- Appraisal – \$3,200 per parcel
- Review Appraisal – \$800 per report
- Utility Release of Rights – \$700 per release

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: September 8, 2025

RE: **Consideration and possible action on Quote for Real Estate Services for STH 32***

The Engineering Department received proposals for real estate appraisals and right of way acquisition for the Wisconsin Department of Transportation (WisDOT) improvements on STH 32 from Eighth Street to Third Street (WisDOT Project ID 4190-17-00/21/71/72). This section of STH 32 is considered connecting highway. With connecting highways, municipalities are responsible for appraising and acquiring right of way. Municipalities are reimbursed for consulting and acquisition fees. For this project, the State/Municipal Finance Agreement (SMFA) discussed at this meeting includes reimbursement to De Pere (see attached in Table 1, on page 3 from the SMFA).

The Engineering Department sent proposals to Corre Inc., MSA Professional Services, and Westwood. All three firms are on the WisDOT list for real estate acquisition. Westwood notified De Pere that they would not be submitting due to current workload and staffing.

The proposals include a proposed fee schedule for comparison purposes. The schedule required the personnel title, estimated hours, rate/hour, and estimated amount to complete the project. The proposals are attached. The total estimated amount varies significantly; \$148,848.78 for Corre and \$488,929 for MSA. This is due to the high variability in the estimated time to complete the work. Corre estimated 1,712 hours and MSA estimated 3,212 to complete the work. Staff reached out to WisDOT to review the proposals. WisDOT estimated 2,550 hours to complete the work. Due to the variability in the right of way acquisition negotiations, it is not possible for companies to give an exact estimate of hours.

A summary of rates for the two consultants is as follows:

Corre, Inc.	
Title	\$/HR
Real Estate Specialist – High (Appraiser)	\$125.38
Real Estate Specialist - Mid	\$94.96
Real Estate Specialist – Entry	\$75.07
Clerical – Entry	\$70.02
Clerical – Mid	\$115.58
Real Estate Project Manager	\$142.25

MSA	
Title	\$/HR
Team Leader	\$194
RE Professional II	\$128
RE Professional I	\$120
RE Assistant	\$93
RE Project Manager	\$157

In addition to the rates, Corre's proposal includes the Project Sales Study. This study is an additional \$5,500 in the MSA proposal. Finally, the Appraisal Reports cost \$3,200 in the Corre proposal and \$4,000 in the MSA proposal. The Corre report lists an additional cost of \$800 per report for appraisal review. Appraisal reviews are being completed by WisDOT staff.

Based on the proposals and rates, staff recommends awarding the professional services agreement to Corre, Inc.

Attachments:

STH 32 SMFA Page 3	(PDF)
CORRE ROW Proposal	(PDF)
MSA ROW Proposal	(PDF)
CE_RFP_STH32 ROW Acquisition	(PDF)
Professional Service Agreement – Template	(PDF)

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
4190-17-00 Preliminary Engineering: Plan Development	\$ 2,500,000	\$ 1,875,000	75%	\$ 625,000	25%
4190-17-21 Real Estate Acquisition: Acquisition	\$ 430,000	\$ 430,000	100%	\$ -	0%
4190-17-54 Railroad (Xing ID 180072X - Shared-Use Path Crossing): RR Signal And Fence Work:	\$ 260,000	\$ 130,000	50%	\$ 130,000	50%
4190-17-71 ¹ Construction:					
Roadway (cat 0010)	\$ 9,410,000	\$ 9,410,000	100%	\$ -	0%
Non-Participating (cat 0020)	\$ 1,310,000	\$ -	0%	\$ 1,310,000	100%
² Replacement Street Lighting (cat 0030)	\$ 1,045,000				
Priority 1 - State Standard Replacement		\$ 780,000	100% MAX	\$ -	0%
Priority 2 - De Pere Lighting Upgrades		\$ -	0%	\$ 265,000	100%
³ New Street Lighting (cat 0040)	\$ 215,000				
Priority 1 - State Standard New Installations		\$ 81,000	50% MAX	\$ 81,000	50%
Priority 2 - De Pere New Lighting Upgrades		\$ -	0%	\$ 53,000	100%
⁴ CSD Amenities (cat 0050)	\$ 230,000				
Priority 1 - WisDOT/Local Joint Funded		\$ 102,073	80% MAX	\$ 25,518	20%
Priority 2 - 100% Local Funded		\$ -	0%	\$ 102,409	100%
Shared-Use Path (cat 0060)	\$ 40,000	\$ 20,000	50%	\$ 20,000	50%
subtotal 4190-17-71:	\$ 12,250,000	\$ 10,393,073		\$ 1,856,927	
4190-17-72 ¹ Construction:					
Roadway (cat 0010)	\$ 260,000	\$ 260,000	100%	\$ -	0%
Non-Participating (cat 0020)	\$ 300,000	\$ -	0%	\$ 300,000	100%
subtotal 4190-17-72:	\$ 560,000	\$ 260,000		\$ 300,000	
Total Cost Distribution	\$ 15,740,000	\$ 12,958,073		\$ 2,781,927	

1. Estimates include construction engineering.

2. Alterations resulting from roadway construction of State standard street lighting to salvage existing equipment to new locations are funded with 100% federal/state funding up to maximum of \$780,000. Existing components that cannot be salvaged will be replaced designed to State standards. Costs in excess of State standard installation, new components that could be salvaged, and upgrades to components from the existing installation shall be the responsibility of the Municipality. See Item 8 of Terms and Conditions.

3. New installations of State standard street lighting where previous continuous street lighting did not exist are funded with 50% federal/state funding to the cost equivalent of lighting meeting State standards. Federal/state funding not to exceed 50% of the actual cost of the lighting system up to a maximum of \$81,000. Costs in excess of federal/state funding limits shall be the responsibility of the Municipality. See Item 8 of Terms and Conditions.

4. Community Sensitive Design (CSD) amenities considered to be the preference of the community are funded with 80% federal funding up to a maximum of \$102,073. No State funding is permitted for CSD amenities. Costs in excess of the CSD funding limit shall be the responsibility of the Municipality. See Item 8 of Terms and Conditions.



1702 Pankratz Street

Madison, WI 53704

P (608) 242-7779

TF (800) 446-0679

F (608) 242-5664

www.msa-ps.com

August 4, 2025

Erik Rakers, City Engineer
City of De Pere
925 S Sixth Street
De Pere, WI 54115

Re: Proposal for Right of Way Acquisition
Project ID 4190-17-21, STH 32
City of De Pere

Dear Mr. Rakers:

Thank you for the opportunity to submit a proposal for providing right of way acquisition services in conjunction with the reconstruction of STH 32 in the City of De Pere. MSA is excited at the prospect of working on this project. We understand that selecting a team requires thoughtful consideration and believe we are uniquely qualified to provide services on this project. MSA has a team of nine qualified real estate professionals to help guide you through all phases of the real estate acquisition process. The primary individuals that will be working on this project are identified below and additional information provided in the enclosed resumes.

Our Team

Peter Miesbauer is the team leader of the real estate team. Peter has been involved in real estate acquisition for Wisconsin public agencies for over 25 years. He can be reached at:

1702 Pankratz Street, Madison, WI 53704
(608) 242-6641; pmiesbauer@msa-ps.com

Jessie Prien will be the Real Estate Project Manager for this project and will serve as your point of contact for the project. Jessie joined MSA as a project manager in 2022 and has been responsible for managing the real estate activities for the WisDOT Major IH 41 project. Prior to coming to MSA, Jessie worked at WisDOT for 14 years as a real estate agent and project manager. She can be reached at:

1835 North Stevens Street, Rhinelander WI 54501
(715) 304-0404; jprien@msa-ps.com

Jodie Buchinger will serve as a Real Estate Professional for this project and be responsible for real estate negotiation services. Jodie joined MSA as a real estate agent in 2025 and has been acquiring new right of way for a variety of local public agency and WisDOT projects. Prior to coming to MSA, Jodie worked at WisDOT as a real estate project manager. She works out of our Appleton office.

Heidi Krusensterna will serve as a Real Estate Professional for this project and be responsible for real estate negotiation services. Heidi joined MSA as a real estate agent in 2023 and has been acquiring new right of way for a variety of local public agency and WisDOT projects, including WisDOT's Major IH 41 project. Prior to joining MSA, Heidi was an active real estate agent and broker for over 20 years. She works out of our Rhinelander office.

To assist with this project, we will be contracting with CBRE, Inc for complete evaluation services. CBRE has a team of 3 Wisconsin certified real estate appraisers with experience

working on a variety of WisDOT highway projects. They will be responsible for completing the Project Sales Study and any appraisal reports that may be needed for the project. We have worked with this group on WisDOT IH 41 project and have confidence they will provide quality work that is completed in a timely manner.

Our Approach

We understand that the City of De Pere is looking for a firm that is available and able to provide turn-key right of way acquisition services for this project. I am proud to say, this is what we do! We work solely on municipal and government agency projects; completing projects that range from simple to complex, to those with unique challenges that have the potential to be contentious and controversial, and everything in between. With more than 100 years of experience, MSA's real estate staff has both knowledge and experience in abundance.

All services performed will be in conformance with Wisconsin Statutes of Eminent Domain and all appropriate regulations and policies. All work will be performed in accordance with generally accepted standards of the profession and requirements contained in the current WisDOT Real Estate Program Manual, Wisconsin Statute Chapter 32, and the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

From the supplied information, we have developed the attached scope of services. MSA Professional Services, Inc. is committed to providing the best possible service in a timely, effective, and professional manner. We have attached the required Proposal Fee Schedule.

Payment

The Request for Proposal provides for compensation to be made in a lump sum upon completion of the contract and allows for an alternative compensation provision to be presented for the City's consideration. We have found it customary to invoice our clients on a monthly basis for the actual time our team has spent working on the project. This has the advantage of spreading the compensation amount over the life of the project. In addition, because compensation will be based on actual time, any time saving transactions will result cost savings to the City.

MSA submits this proposal with the commitment that our staff and subconsultants will be available to accomplish this project. Our team has the capacity to handle this project schedule and provide excellent service. We look forward to establishing a professional relationship with the City. Thank you again for the opportunity. Please feel free to contact me if you have any questions or wish to discuss this proposal in greater detail.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter Miesbauer', with a long horizontal flourish extending to the right.

Peter Miesbauer
Real Estate Team Leader



Peter Miesbauer

SENIOR REAL ESTATE ACQUISITION PROFESSIONAL |

REAL ESTATE TEAM LEADER

Peter has over 25 years of real estate acquisition and relocation experience. Before joining MSA, he served as the president and owner of G.J. Miesbauer & Associates, one of MSA's go-to partners for relocation assistance and added acquisition capacity on larger projects. Peter is on WisDOT's Certified Negotiator list and comes with a wealth of knowledge and contacts in the industry. Peter's experience is vast, having worked on numerous projects, both for local public agencies and WisDOT. His work has included project management, acquisition services, relocation services, property management, utility releases, pre-planning, plat review, and more.

EDUCATION

Various IRWA, FHWA, NHI and WisDOT right-of-way classes and courses

REGISTRATIONS

- Real Estate Sales License - WI
- International Right-of-Way Association, Wisconsin Chapter 17
- Approved WisDOT Transportation Negotiator
- Approved WisDOT Relocation Specialist
- Notary Public

AREAS OF EXPERTISE

- Real Estate Acquisition

SELECTED PROJECT EXPERTISE

- City of Wausau, 72nd Avenue - Business Camp Trail
- City of Madison, University Avenue
- City of Fitchburg, Fish Hatchery Road
- City of Fitchburg, Multiple Transportation Projects*
- City of Edgerton, South Main Street
- City of Reedsburg, HMGP Flood Mitigation
- Jefferson County, HMGP Flood Mitigation
- Columbia County, Multiple Bridge Projects
- City of Janesville, Franklin Street Redevelopment
- Village of Mount Pleasant, Multiple Highway Projects
- WisDOT, I39/90 Team, Central Segment
- City of Greenfield, Edgerton Avenue
- City of Greenfield, 43rd Street
- City of Ormo, Spruce Street
- City of Waukesha, North Grandview Boulevard
- City of Wausau, Thomas Street, Phase I and II
- City of Algoma, Redevelopment Project #2*
- City of Schofield, Business 51 Trail Project*
- City of Monona, Riverfront Development*
- Brown and Outagamie Counties, IH-41 Interstate Expansion
- Brown County, South Bridge Connector
- Marinette County, CTH A
- City of Algoma, Redevelopment Project #2
- City of Schofield, Business 51 Trail Project
- City of Mauston, Maugh's Creek Acquisition

*Denotes experience prior to joining MSA



Jessie Prien

REAL ESTATE PROJECT MANAGER

Jessie has more than 26 years of experience in real estate including 3 years as a MSA Real Estate Project Manager, 14 years at WisDOT as a real estate specialist advanced, and 10 years as a real estate salesperson in northern Wisconsin. During her time with MSA, she has been the real estate project manager and lead acquisition specialist for the WisDOT NE Region's IH 41 majors project in Outagamie and Brown Counties. This project is over 24 miles long with over 375 real estate parcels to acquire. The majority of the acquisitions are complex in nature, impacting high value commercial properties with significant ownership and title challenges. Jessie's areas of expertise are in right of way acquisitions, project management, complex negotiations, eminent domain law and policies, and identifying high cost/risk acquisitions. Additionally, she has extensive experience and knowledge in residential relocations, cost estimating, sales studies, valuation methods and identifying potential damages created by access closure/modifications. As a WisDOT real estate project manager and lead worker, she was responsible for providing real estate guidance and training to staff, consultants, and local governments. She was an active participant in providing information for developing/ updating WisDOT's real estate processes and policies.

EDUCATION

Various IRWA, FHWA, NHI and WisDOT right-of-way classes and courses

REGISTRATIONS

- Approved WisDOT Transportation Negotiator
- Approved WisDOT Relocation Specialist
- Notary Public

AREAS OF EXPERTISE

- Real Estate Acquisition

SELECTED PROJECT EXPERTISE

- 1130-63-21: IH 41 Appleton, De Pere, Outagamie & Brown Counties (350 parcels)
- 6995-12-00, Lincoln Ave, City of Marshfield, Wood County (10 parcels)
- 9130-03-22, STH 32, Forest County (39 parcels)
- 1130-63-21, I-41 Majors Project, Outagamie and Brown County (377 parcels)
- 6350-06-25/26/27/28, USH 10, Wood County (40+ relocations)*
- 1620-01-25, STH 13, Clark County (55 parcels and 1 multi-family relocation)*
- 9231-07-21, STH 47, Lac Du Flambeau, Vilas County (parcels include BIA trust land)*
- 1174-10-21, USH 51, Oneida County (75 parcels and relocation parcels)*
- 1170-19-20, USH 51, Oneida and Vilas County (45 parcels and relocation parcels)*
- 1053-04-22, STH 29, Marathon County (30 parcels and relocation parcels)*
- 6243-08-20, STH 47, Shawano County (38 parcels)*
- 1174-10/19-21, USH 51, Minocqua, Oneida and Vilas County (161 parcels)*
- 6414-00-25, Bus 51 (Post Road), Village of Plover – Whiting, Portage County (160 parcels)*
- 9650-17-21, STH 47, Menomonie Co (76 parcels including BIA Trust lands)*
- 1170-01-20 and 6999-18-20, Wausau – Merrill, CTH K and CTH U Interchange (55 parcels)*
- ID 4130-11-21, STH 54, Kewaunee County (15 parcels)

**Denotes experience prior to joining MSA*



Jodie Buchinger

REAL ESTATE ACQUISITION PROFESSIONAL

Jodie Buchinger brings a well-rounded background in managing real estate activities for large-scale transportation projects. In her previous role as a Real Estate Specialist – Senior with the Wisconsin Department of Transportation’s Northeast Region in Green Bay, she led real estate acquisition efforts for major corridor improvements involving hundreds of parcels. She collaborated with multidisciplinary teams—including engineers, appraisers, legal counsel, and consultants—to ensure timely, compliant, and cost-effective project delivery.

Her responsibilities included reviewing plats and construction plans to assess property impacts, analyzing title reports, and coordinating appraisal assignments across a variety of parcel types. She prepared acquisition documents, managed consultant contracts, and developed cost estimates to support project budgeting and funding updates.

She applies a detail-oriented, efficient, and communicative approach to every phase of the acquisition process. Her experience managing consultant teams, preparing contract work orders, and maintaining project schedules and budgets makes her an asset to any real estate project team.

SELECTED PROJECT EXPERTISE

- 1130-63-21 I-41 Majors, Outagamie and Brown County (328 Parcels)*
- 1130-63-22 I-41 Majors, Outagamie and Brown County (3 Parcels)*
- 4085-68-21 WI-57, City of De Pere to Village of Allouez (18 Parcels)*
- 6626-01-00 Mill Street Bridge, City of Green Lake (3 Parcels)
- 5845-16-20 USH 51, City of Stoughton, Dane County (82 Parcels)
- 6517-17-20 STH 76, Outagamie County (10 Parcels)

**Denotes experience prior to joining MSA*

EDUCATION

B.S., Geomatics (Environmental Justice & Law minor) , Northern Michigan University

Various IRWA, FHWA, NHI and WisDOT right of way classes and courses

CERTIFICATIONS

- Approved WisDOT Transportation Negotiator
- Notary Public
- International Right of Way Association, Chapter 17

AREAS OF EXPERTISE

- Real Estate Acquisition



Heidi Krusensterna

REAL ESTATE PROFESSIONAL

Heidi is a real estate professional for MSA, bringing over 25 years of real estate broker experience to MSA's acquisition team. She has experience establishing and maintaining productive relationships with landowners while providing top-notch service and expertise in all phases of real estate sales transactions. Heidi is also assisting in Surplus Land Sales out of the Rhinelander DOT office.

SELECTED PROJECT EXPERIENCE

- WisDOT NC Region Surplus Lands
- WisDOT, STH 32 R/W Acquisition, ID 9130-03-02
- WisDOT, R/E Acquis IH 41, ID 1130-63-21
- WisDOT, STH 32 R/W Acquisition, ID 9260-00-21
- Weston Avenue from CR-X to CR-J, Village of Weston, WI
- 1130-63-21: IH 41 Appleton, De Pere, Outagamie & Brown Counties (350 parcels)
- 0632-04-00, WisDOT NCR Surplus Lands Program
- 9130-03-02: WisDOT, STH 32 R/W Acquisition
- 9260-00-21: WisDOT, STH 32 R/W Acquisition

EDUCATION

Graduate Realtor Institute Program (GRI)

REGISTRATIONS

- WI Real Estate Broker License: 49773-90 (since 1999)
- Notary Public
- International Right-of-Way Association, Wisconsin Chapter 17

AREAS OF EXPERTISE

- Real Estate Related Laws and Practices

PROJECT TEAM

CBRE, Inc. is pleased to present our assembled team with a proven track record to perform appraisal services. We also have numerous other qualified team members that can be assigned to projects depending on the scope and timeframe of the projects.

Corey Sell, MAI – Lead Appraiser/Manager

Corey Sell, MAI is a First Vice President at CBRE, in the Valuation & Advisory Services group. He is responsible for managing various real estate engagements, with a primary focus on right of way appraisal and related advisory services in the Midwest region of the United States.

Mr. Sell will lead CBRE's appraisal team for the various valuation-related tasks to be completed in support of the Project, including management and oversight of the timely completion of the Sales Study, along with any property specific appraisal needs. Corey will act as the point-of-contact for CBRE throughout the life of the Project.

Nathan Egholm - Senior Appraiser

Nathan is a Vice President at CBRE, in the Valuation & Advisory Services group. He is responsible for completing and managing various real estate engagements, with a primary focus on right of way appraisal and related advisory services in the Midwest region of the United States.

Mr. Egholm will be our senior staff appraiser, leading the effort to complete any and all appraisal-related tasks needed for the completion of the sales study and any property specific appraisals.

Aidan Larson - Senior Appraiser

Aidan Larson is a Vice President at CBRE, in the Right of Way practice of the Valuation & Advisory Services group. Throughout his career, Mr. Larson has been responsible for a wide range of real estate engagements, with his primary focus on right-of-way appraisal and related advisory services throughout the Midwest, Northeast, and MidAtlantic. Currently, Aidan is a Candidate for Designation (MAI) at the Appraisal Institute.

Mr. Larson will be our secondary senior staff appraiser helping with the effort to complete any and all appraisal-related tasks for the completion of the sales study and any property-specific appraisals.

Tyler Cummings - Junior Appraiser

Tyler is a Valuation Associate at CBRE, in the Valuation & Advisory Services group. He is responsible for assisting with various real estate engagements, with a primary focus on right of way appraisal and related advisory services. Mr. Cummings has experience in the valuation of various property types including rural agricultural, residential, light industrial and commercial land in many US states and for easement acquisition purposes.

Mr. Cummings will be available throughout the project to support the senior appraisers in the effort to complete all appraisal-related tasks. Tyler's efforts will be focused on data collection and preliminary valuation of property-specific appraisals.

****Additional information related to each appraiser's qualifications can be found in the addendum of this response.**

SCOPE OF SERVICES

City of De Pere Real Estate Acquisition
Project ID 41901-17-21, STH 32
Main Street and Reid Street
From 3rd Street to 8th Street
MSA Professional Services, Inc.
MSA #09441037

Services shall consist of assisting the City of De Pere with real estate acquisition services for the STH 32 project. This is a connecting highway project and in conjunction with WisDOT. The project will replace deteriorated pavement and upgrade other roadway deficiencies. It will bring curb ramps into compliance with ADA standards, replace the aging underground utilities, increase safety at the railroad crossings and improve pedestrian accommodations.

Project understanding: From the RFP supplied to MSA plus additional information from WisDOT's website, it is our understanding:

- The project is a connecting highway project and will be advertised and let by WisDOT. WisDOT oversight and appraisal review is anticipated.
- Construction is planned for 2028.
- New right of way interests will be required from 119 parcels, primarily temporary limited easement only. The number of affected parcels is approximate and may change upon the final plat. A parcel count exceeding 119 parcels may require an amendment for additional compensation.
- New right of way acquisitions are assumed to be non-complex. There will be no impacts to privately owned fences, signs, or other improvements.
- Negotiations for all parcels will be attempted through the Nominal Payment Process or appraisal waiver process. If agreements cannot be reached or condemnation is required, appraisal reports will be needed. Cost for up to 10 appraisal reports have been included.

Project Schedule

Project construction is planned for 2028. Project PS&E date is scheduled for August 2027 and ROW is requested to be completed by April 1, 2027. The anticipated start date for right of way acquisition is October 1, 2025

Real Estate Acquisition Scope of Services:

The Real Estate Acquisition Services will follow the Federal Uniform Relocation Act and Wisconsin State Statutes. All work will be performed in accordance with generally accepted standards of the profession and requirements contained in the current WisDOT Real Estate Program Manual, Wisconsin Statute Chapter 32, and the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

Project Preparation

1. MSA will review the title and update(s) to determine correct ownership information. Title report will be provided by the City
2. Complete entry of project and parcel information into WisDOT's READS system
3. MSA will create individual parcel folder(s) to function as the official record of documents and correspondence for each impacted property owner.
4. The City will approve and appropriately file a Relocation Order with Right of Way plat.

5. MSA will prepare and mail an introduction letter to all property owners along with the Property Owner's Rights brochure and information on the project, including:
 - a. Staking schedule (staking completed by others)
 - b. Contact information for the MSA project negotiator and subconsultant appraiser.
6. Create parcel file and the property owner's packet of documents, commonly referred to as the offering price packet.

Evaluation and Subconsultants

1. Determination of values.
 - a. Nominal Payment Parcel Report – Waiver of Appraisal
 - i. CBRE Inc. will prepare the Project Sales Study as a subconsultant to MSA.
 - ii. MSA will complete a Nominal Payment Parcel Report (NPPR) listing all parcels on the project and estimating a compensation amount for each. This report will require approval by the City and/or WisDOT to establish the offers of just compensation.
 - iii. The procedures for approving the Sales Study, and NPPR will be coordinated with the City and/or WisDOT.
 - b. Appraisals
 - i. CBRE Inc. will prepare any appraisal reports that may be needed for the project. Property owners may request an appraisal report be completed at any time during negotiation. Also, an appraisal report must be issued to the property owner in order to utilize the City's Eminent Domain Authority.
 - ii. The procedures for approving the appraisal reports will be coordinated with the City and/or WisDOT.

Negotiations

1. MSA will:
 - a. Issue offering price packet to the property owner after the NPPR or appraisal report is approved.
 - b. Provide follow-up and continued negotiation with property owners to answer questions regarding the information provided. One meeting is anticipated with each property owner as requested to address concerns. Meetings are expected to be held at or near the property area.
 - c. When a negotiated agreement has been reached, a payment request will be provided to the City. This request will include all pertinent documents including an IRS form W-9.
 - d. Regular updates will be provided to keep the City informed of the progress and any negotiation issues.
 - e. If a negotiated settlement can't be reached using the nominal process, an appraisal report will be required to continue negotiations. MSA will coordinate with CBRE for the completion of an appraisal report and work with the City and/or WisDOT for the appraisal review and approval.
 - f. Complete Administrative Revisions when applicable and will provide recommendations for any proposed increases to the initial offering price.

Condemnation

1. If parcel negotiations do not result in an acceptable agreement with the property owner, MSA will prepare condemnation documents for the City's review. They include:

- a. Jurisdictional Offer. Issuance of this offer is the 1st step in this process. It is issued to the owner and all other parties of interest via certified mail and has a 20 day life.
- b. Notice of Lis Pendens. This document provides notice of a pending title action and must be recorded with the register of deeds within 14 days.
- c. Award of Damages. This functions as the conveyance document and is used to conclude the transaction if the owner rejects or ignores the Jurisdictional Offer. It is recorded with the register of deeds once payment is issued.

Closing Transaction

1. Prepare closing documents real estate tax proration and closing statement.
2. Work to obtain releases of any encumbrances that apply to the area of acquisition for any Fee acquisitions. This is generally for any mortgage on the property, but can be needed for easements, leases, judgments, etc. Releases are generally not required for easement acquisitions.
3. When a negotiated settlement has been reached or condemnation initiated, a payment request will be provided to the City. MSA will distribute the check to the property owner.
4. Close the transaction with the property owner and provide payment along with copies of approved document(s).
5. Record conveyance and other transaction documents with the Brown County Register of Deeds via Simplifile.com.

Project Close-out

1. Parcel folder and file organization and clean-up.
2. Complete the parcel negotiation diary and upload all certification documents into READS, as needed.
3. Completion and submittal of the Local Public Agency Right of Way Certification form, as needed.

Project Management and Administration

MSA Project Management

1. Will perform quality assurance reviews
2. Coordinate necessary real estate project tasks with the City and/or WisDOT
3. Discuss with the City and/or WisDOT any issues that arise that could jeopardize on-time delivery or create increased acquisition costs.
4. Provide regular updates to the City. Inform all parties of the progress and any negotiation issues.
5. Attend up to 3 in-person meetings with the City and/or WisDOT
6. Provide recommendations to the City and/or WisDOT to resolve problematic or complex real estate issues.
7. Review that all project and parcel information has been entered in READS.
8. Complete and provide a Right of Way Certification to the City.
9. General project and contract management duties.

Extra Services not included in scope of the base estimated costs:

1. Difficult negotiations with any property owner requiring more than one additional meeting.
2. Efforts to obtain mortgage releases or releases of any other title encumbrance.
3. Efforts to identify encroachments, issue revocable occupancy permits or removal letters.

Services and Other Information Provided by Client

1. Property owner contact information, if available.
2. Timely approvals of Relocation Order and right of way Plat, NPPR, appraisal, offering price report, payment request, etc. City and/or WisDOT's approval of these items is critical to keeping the project on schedule and acquiring the parcels by the desired right of way clear date.
3. Prepare Federal 1099-S Form for fee parcel if payment is greater than \$600, as required.

Proposed Fee Schedule

Company Name: MSA Professional Services, Inc.

Company Address: 1702 Pankratz Street

Company Address: Madison, WI 53704

Company Representative: Peter Miesbauer, Real Estate Team Leader

Signature: _____

Estimated Fee (Total): \$488,929

Personnel Title	Estimate Hours	Rate/Hour	Estimated Amount
Team Leader	97	\$194/hr	\$18,818
RE Project Manager	549	\$157/hr	\$86,193
RE Professional II	915	\$128/hr	\$117,120
RE Professional I	915	\$120/hr	\$109,800
RE Assistant	836	\$93/hr	\$77,748
Direct Expenses Mileage Postage Recording Prints	AC	N/A	\$33,750
CBRE Valuation Advisory Services	Lump sum		
Project Sales Study	1 unit	\$5,500 ea	\$5,500
Appraisal Reports	Up to 10 units	\$4,000 ea	\$40,000
Total			\$488,929



Request for Common Council Action

MEETING DATE: September 16, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-100 Approving Intergovernmental Cooperative Agreement for the Wisconsin Recycling Consolidation Grant for 2026.
RECOMMENDED ACTION: Staff recommends approving this agreement

The Board of Public Works at the September 8, 2025 meeting approved Intergovernmental Cooperative Agreement for the Wisconsin Recycling Consolidation Grant for 2026 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

Reso25-100, Cooperative Agreement Recycling Consolidation Grant_2026, Consider Intergovernmental Cooperative Agreement for Wisconsin Recycling Consolidation Grant for 2026 - 9-3-2025, 2026 Recycling Consolidation Grant Agreement Letter

RESOLUTION #25-100

APPROVING INTERGOVERNMENTAL COOPERATIVE AGREEMENT TO SATISFY
ELIGIBILITY FOR THE WISCONSIN RECYCLING CONSOLIDATION GRANT
FOR CALENDAR YEAR 2026

WHEREAS, the City is a “Responsible Unit” (“RU”) municipality of Tri-County Recycling through a partnership among Brown, Outagamie and Winnebago Counties for purposes of implementing efficiencies related to operating an effective recycling program; and

WHEREAS, the City, along with other local RUs, are required to enter into a Cooperative Agreement in order to establish eligibility for continued participation in the Wisconsin Recycling Consolidation Grant, most recently approved by Resolution #22-80; and

WHEREAS, the 2026 Wisconsin Recycling Consolidation Grant being offered by the Wisconsin Department of Natural Resources requires that the Brown County RUs fund, host and promote the *Tri-County Recycling Guide* and *The ABC's of Recycling Right* book, along with promoting the Recycling Betterbin smart phone application and Waste Wizard Material search engine as part of its consistent, continuing education of citizens in order to reduce contamination and improve recycling processes; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is authorized and directed to execute the Intergovernmental Cooperation Agreement to Satisfy Eligibility for the Wisconsin Recycling Consolidation Grant for Calendar Year 2026 as is attached hereto, together with such future extensions or amendments thereto, provided the terms and conditions are substantively similar.

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 16th day of September, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/08/2025

Intergovernmental Cooperative Agreement to Satisfy Eligibility for the Wisconsin Recycling Consolidation Grant for Calendar Year 2026

This agreement is made by and between the Cities of De Pere and Green Bay, the Villages of Allouez, Ashwaubenon, Bellevue, Denmark, Hobart, Howard, Pulaski, Suamico, Wrightstown, and the Towns of Eaton, Glenmore, Green Bay, Holland, Humboldt, Lawrence, Ledgeview, Morrison, New Denmark, Pittsfield, Rockland, Scott and Wrightstown, each of which is a municipal corporation, and the Oneida Nation, a federally recognized Indian tribe, all of which are a Responsible Units as defined in Section 287.01(9) of the Wisconsin Statutes (collectively referred to as the “Responsible Units” or “RUs”) for purposes of implementing efficiencies related to operating an effective recycling program in accordance with ss. 287.11 and 287.24, Wis. Stats., and ch. NR 542, Wis. Admin. Code. This agreement is intended to qualify for the 2026 Wisconsin Recycling Consolidation Grant.

WHEREAS the RUs believe that, by working together in this cooperative agreement, they can more effectively and efficiently provide for the recycling education needs of their citizens; and

WHEREAS the RUs desire to collaborate in an effort to educate about recycling; and

WHEREAS the RUs recognize the importance of educating residents about recycling and their RU responsibility to do so; and

WHEREAS Brown County partnered with Outagamie and Winnebago Counties, collectively known as Tri-County Recycling, to fund, host, and promote the *Tri-County Recycling Guide*; and *The ABC's of Recycling Right* book and:

WHEREAS Tri-County Recycling will continue to fund, host, and promote the smartphone recycling app Betterbin; and

WHEREAS Tri-County Recycling will continue to fund, host, and promote the Waste Wizard Material Search Engine tool; and

WHEREAS the Tri-County Recycling Guide, the Betterbin smartphone app, and the Waste Wizard Material Search Engine provide comprehensive information on single-stream recycling guidelines, recycling plastic bags, proper medical sharps disposal, electronics recycling, universal waste recycling, household hazardous waste programs, pharmaceutical drop boxes and waste reduction tips; and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and between municipalities and Indian tribes, and allows municipalities to contract with each other and with Indian tribes for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS each participating RU will maintain a copy of the other above listed RUs' cooperative agreements on file, given that not all cooperating RUs will be able to sign a single document;

NOW THEREFORE IT IS AGREED THAT the above listed RUs have and will continue to make available to its residents the *Tri-County Recycling Guide*, *The ABC's of Recycling Right*, the Tri-County Recycling Betterbin smartphone app and Waste Wizard Material Search Engine (<https://recyclemoretricity.org/waste-wizard/>), recognizing additional and consistent education will reduce contamination and improve recycling, thereby enabling the processing and marketing of these recyclables in the most efficient and cost-effective manner possible.

SIGNATURE

TITLE

MUNICIPALITY

DATE

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: September 3, 2025
RE: Consider and Possible Action Regarding Intergovernmental Cooperative Agreement for the Wisconsin Recycling Consolidation Grant for 2026*

Brown County Port & Resource Recovery has notified (see attached memo) the City that the Wisconsin Department of Natural Resources (DNR) has changed their requirements for establishing eligibility for the Wisconsin Recycling Consolidation Grant which will require a different type of agreement for 2026. The agreement (see attached agreement) will be between other Brown County municipalities, that are a Responsible Unit (RU). A cooperative agreement will need to be entered with the other RU's within Brown County that have an effective recycling program. The Brown County Port & Resource Recovery department will facilitate working with all the municipalities in Brown County in getting the cooperative agreement completed. The City's requirement is going to be to sign the attached agreement and submit to the County prior to October 1, 2025.

Staff recommends approving this agreement and forwarding to Council for final approval.

PORT & RESOURCE RECOVERY DEPARTMENT

Brown County

2561 SOUTH BROADWAY
GREEN BAY, WI 54304

PHONE: (920) 492-4950 FAX: (920) 492-4957

DEAN R. HAEN

DIRECTOR

MEMORANDUM

To: Brown County Municipalities

From: Mark Walter, Business Development Manager

Re: 2026 RU Intergovernmental Agreement

Enclosed you will find the Intergovernmental Agreement to Satisfy Eligibility for the Wisconsin Recycling Consolidation Grant for Calendar Year 2026. The Brown County Resource Recovery Department has developed ***The ABC's of Recycling Right***, a book that can be shared as a PDF document as well as a link to view and share online. As a partner of Tri-County Recycling, Brown County will continue to co-fund and promote the Waste Wizard Material Search Engine and the Betterbin smartphone recycling app, along with distributing business cards for these tools. Residents can access the Waste Wizard at: www.recyclomoretricity.org/waste-wizard/ or www.winnebago-county-solid-waste.com, and the Betterbin app can be downloaded in any app store.

Please route the enclosed document for approval/signature and return via email or mail to me by Monday, September 29, 2025. If you would like a Word document version instead of PDF, please let us know.

I have attached an updated model resolution that will need to be passed by each municipality to establish eligibility and satisfy these program requirements.

Please sign and return a copy to Brown County prior to **September 29, 2025** so that we can keep it on file.

If you should have any additional questions or comments, please contact me at (920) 492-4965 or via email Mark.Walter@browncountywi.gov.

Sincerely,



Mark Walter
Business Development Manager

Attachment



City of De Pere, Wisconsin

I.14

Request for Common Council Action

MEETING DATE: September 16, 2025
DEPARTMENT: Health
FROM: Chrystal Woller, Health Director/Officer
SUBJECT: Resolution #25-101 Approving Grant Agreement Modification to State of Wisconsin Department of Health Services Contract #65397-3.
RECOMMENDED ACTION: Staff recommends approval

At the September 9th, 2025 meeting, the Finance Committee unanimously approved accepting the PHEP and Communicable Disease grant funds from WI DHS.

ATTACHMENTS:

Reso25-101, Memo_155015 PHEP.Communicable Disease grant contract, MP_-
_De_Pere_HD_-_2025_DPH_Consolidated_Contr

RESOLUTION #25-101

APPROVING GRANT AGREEMENT MODIFICATION FOR DIVISION OF PUBLIC HEALTH
DPH LPHD CONSOLIDATED CONTRACT #65397-3

WHEREAS, the Health Department receives annual funding from the State of Wisconsin Department of Health Services (WI DHS) to advance local health initiatives; and

WHEREAS, in order to secure an annual award of funding in the amount of \$28, 856 for its Public Health Emergency Preparedness Program and the Communicable Disease Prevention Program, it is necessary to enter into another modification to the 2025 Division of Public Health (DPH) Local Public Health Department (LPHD) Consolidated Contract #65397; and

WHEREAS, the attached modification, DPH Contract No. 65397-3, has been reviewed by the Finance/Personnel Committee, which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to execute the Grant Agreement Modification between the State of Wisconsin Department of Health Services and De Pere DPH for 2025 DPH LPHD Consolidated Contract (#65397-3) as is attached hereto, along with any subsequent renewals or amendments thereof provided the terms and conditions are substantially similar, with each subsequent renewal or amendment subject to such changes as deemed necessary upon review by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of September, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/09/2025

CITY OF DE PERE

MEMO



Meeting Date: 9/16/2025
Department: Health
From: Chrystal Woller BSN, RN, MBA

Re: Authorization of the WI Department of Health Services Consolidated Contract #155015 (Public Health Emergency Preparedness) and #155800 (Communicable Disease Control & Prevention) in the amount of \$28,856.

The De Pere Health Department has received notification of the department's annual public health preparedness and communicable disease control and prevention grant award through WI Department of Health Services in the amount of \$28,856.

The Public Health Emergency Preparedness grant is federal passthrough funding and is intended to enhance Wisconsin's ability to rapidly mobilize, surge and respond to public health emergencies as defined by the Centers for Disease Control. The decrease in federal allocation to WI DHS required a 28% decrease passthrough to all local health departments. However, there is an anticipated additional notice of award from the CDC to WI DHS to make this funding whole in the coming months. If this occurs, a new contract will be required for local health departments. For this reason, I request any subsequent signatures to this contract also be granted. The Communicable Disease Control and Prevention grant is state appropriated funding intended to support local health departments to conduct disease surveillance, case follow-up, staff development and training, public education and outreach, as well as other infection control measures. This grant amount essentially remained the same (increasing only by \$10). The budget period for both proposed awards is July 1, 2025-June 30, 2026. This passed unanimously at the Finance committee on 9/9/2025

**Wisconsin Department of Health Services
Contract Centralization Legal Review**

Agreement Number: **435100-G25-DPHCC25-17 M3**

Bureau of Procurement and Contracting (BPC) Review:

- ☐ This agreement requires **Standard** OLC review.
- ☐ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and requires **Simple** OLC review.
- ☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and does **not** require **Additional** OLC review.
- ☐ This agreement uses intergovernmental cooperative purchasing.

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

- ☐ This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

Name:

Title:

Date Signed



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Depere Dph
for
2025 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G25-DPHCC25-17 M3
 DPH Contract No.: 65397-3
 Agreement Amount: \$28,856
 Agreement Term Period: 10/1/2024 to 9/30/2026
 GEARS Pre-Packet No: 909, 1039

DHS Division: Division of Public Health
 DHS Grant Administrator: Anna Benton
 DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Chrystal Woller
 Grantee Address: 335 S BROADWAY, DE PERE, WI,
 541152526
 Grantee Email: cwoller@deperewi.gov

Modification Description: We are adding funding for the Public Health Emergency Preparedness (PHEP) Program (Profile 155015) and the Communicable Disease Prevention Program (Profile 155800). Please see attached scope(s) of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee

Entity Name: _____

Authorized Representative

Name: Chrystal Woller

Title: Health Officer/Health Department Director

Signature: _____

Date: _____

CIVIL RIGHTS COMPLIANCE ATTACHMENT

The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.

Section 10 of the Agreement (“CIVIL RIGHTS COMPLIANCE”) is hereby amended by inserting the following:

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2026

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472779	Depere Dph	60	7/1/2025	6/30/2026	\$28,856

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155015	BIOT FOCUS A PLANNING		-	\$25,276	\$25,276	N/A
155800	COMM DISEASE CTRL & PREV		-	\$3,580	\$3,580	N/A
					\$28,856	

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	155015
FAIN	NU90TU000048
Federal Award Date	6/30/2025
Sub-award period of Performance Start Date	7/1/2025
Sub-award period of Performance End Date	6/30/2026
Amount of Federal Funds obligated in the subaward	\$25,276
Total Amount of Federal Funds obligated	\$25,276
Federal Award Project Description	To enhance Wisconsin's ability to rapidly mobilize, surge, and respond to public health emergencies identified by CDC.
Federal Awarding Agency Name (Department)	Department of Health and Human Services - Centers for Disease Control and Prevention
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622
Assistance Listings Number	93.069
Assistance Listings Name	Public Health Emergency Preparedness
Total made available under each Federal award at the time of disbursement	\$9,143,084
R&D?	No
Indirect Cost Rate	6.7%



**Wisconsin Department of Health Services
Division of Public Health
for
Public Health Emergency Preparedness (PHEP) Program**

I. SCOPE OF WORK (GRANT VIA GEARS)

A. OVERVIEW

Program:	Public Health Emergency Preparedness (PHEP) Program
Profile(s):	155015
Period of Performance:	July 1, 2025 to June 30, 2026
GEARS Contract Year:	2026

B. BACKGROUND AND/ OR CONTEXT

The mission of the Wisconsin Department of Health Services is to protect and promote the health and safety of the people of Wisconsin. The Public Health Emergency Preparedness (PHEP) Program aims to strengthen the capacity and capability of the public health system to prepare for, respond to, and recover from public health threats and emergencies. The intent of this funding is to create and maintain an excellent system of public health preparedness at the state and local levels with the continued purpose of strengthening and enhancing the capabilities of state and public health systems to mitigate the loss of life and reduce the threats to community health and safety utilizing the Centers for Disease Control and Prevention's (CDC) Response Readiness Framework and the Public Health Emergency Preparedness and Response Capabilities. For more information about the PHEP Program, please visit the CDC's website.

C. COMMUNICATIONS

It is the responsibility of the Grantee to provide this Scope of Work document to appropriate agency staff responsible for programmatic and financial reporting requirements.

The expectation is a minimum of **annual** communications between DHS and the Grantee. DHS reserves the right to request more frequent communications as deemed necessary. Communications may include but are not limited to:

- Email providing or requesting information.
- Programmatic or contractual meetings.
- Reporting including status updates and the submission of GEARS expense reports.



D. POINTS OF CONTACT

The Grantee is responsible for notifying DHS at DHSPHEP@dhs.wisconsin.gov if there are any changes in contact information within ten (10) business days.

1. TABLE 1: DPH CONTACT AND ROLE

Name and Contact Information	Role
Jaime Niedermeier, jaime.niedermeier@dhs.wisconsin.gov	Program Contact
Ramona Baldoni-Lake, Ramona.baldonilake@dhs.wisconsin.gov	Contract Manager
Jessica Kessler, Jessica.kessler@dhs.wisconsin.gov	Fiscal Contact
DHSPHEP@dhs.wisconsin.gov	Other (specify): Program Inquiries
	Choose an item.

E. GEARS EXPENSE REPORT(S) AND PAYMENT SCHEDULE

The funds will be reimbursed through the Grant Enrollment, Application and Reporting System (GEARS). GEARS expenses must be submitted as actual monthly expenses (either paid or incurred) and these expenses must align with the approved budget and terms and conditions of this Agreement/Contract.

- **GEARS Expense Report(s) and Payment Schedule:** Grantee must report costs incurred on the GEARS Expenditure Report Form ([f-00642](#)) and submit the GEARS Expenditure Report by the **15th** of the month via email to the GEARS Unit (dhs600RCars@dhs.wisconsin.gov).
- The GEARS Unit is responsible for issuing payment. The DHS program staff are responsible for ensuring claimed expenses are allowable and agree with approved budgets and scopes of work.
- Final GEARS Expense Reports are due no later than **45 days** from the end of the contract period on **8/15/2026**.

Failure to follow the GEARS Expense Report(s) and Payment Schedule could result in a dispute(s) whereby DHS can delay or deny payment(s). Reference the [GEARS Payment Processing Schedule](#) and further guidance on [How to Submit GEARS Expenditure Reports](#).

Direct any questions related to the technical aspects of expenditure report processing, monthly payment reports, and reimbursements can email DHSDESBFSGEARS@dhs.wisconsin.gov. Direct all other questions regarding expense reports to the DHS program area (DHSPHEP@dhs.wisconsin.gov).



F. REPORTING REQUIREMENTS

1. FINANCIAL REPORTING

Final grant expenditures must be reported to DHS through the Grantee's Budget Form via the [PCA Portal](#) by the end of the contract period (June 30, 2026).

Additional financial reporting must be provided by the Grantee upon request by DHS. This may include (but not limited to) expenses associated with salaries, supplies, travel, contractual, or other (including copies of receipts documenting the purchase of specific items and timesheets for salaries).

2. PROGRAMMATIC REPORTING

An annual contract deliverable reporting survey is required on or before the agreement period ends. Grantees are required to quantitatively and qualitatively document program deliverables and provide a written statement through the reports. Grantee will be provided report forms and deadlines from the DHS program area via the PCA Portal.

Direct all questions regarding reports to the DHS program area (DHSPHEP@dhs.wisconsin.gov). Failure to meet a reporting requirement(s) can result in a dispute(s) for noncompliance, default, and/or breach of the agreement terms and conditions.

G. UNALLOWABLE COSTS

General Restrictions

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - Publicity or propaganda purposes, including preparing, distributing, or using any material designed to support or defeat the enactment of legislation before any legislative body.
 - Using the salary or expenses of any grant or contract recipient, or agent acting for such recipient, for any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before any legislative body.
- See [additional requirement \(AR\) 12](#) for detailed guidance on this prohibition and [additional guidance on lobbying for CDC recipients](#).



- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See [AR 35](#) for applicability.
- Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.
- Payment or reimbursement of backfilling costs for staff is not allowed.
- None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of executive level II or \$225,700 per year.
- Funds may not be used to purchase or support (feed) animals for labs, including mice.
- Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from CDC Office of Grants Services.
- Funds may not be used to purchase gift cards.

Supplanting

Recipients may supplement but not supplant existing state or federal funds for activities described in the budget. Federal law prohibits recipients of federal funds from replacing state, local, or agency funds with federal funds. For example, funds may not be used to cover positions and other expenditures already funded by other sources.

Personnel Costs

Recipients may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from CDC Office of Grants Services.

Travel

Travel or conferences not specific to public health emergency preparedness are not allowed. All travel costs must be reimbursed following [State of Wisconsin travel guidelines](#).

Lobbying

Other than for normal and recognized executive-legislative relationships, PHEP funds may not be used for:

- Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations,



regulation, administrative action, or executive order proposed or pending before any legislative body.

See [AR 12](#) for detailed guidance on this prohibition and [additional guidance](#) on lobbying for CDC recipients.

Construction and Major Renovations

Recipients may not use funds for construction or major renovations. Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly justified in the budget.

Passenger Road Vehicles

- Funds cannot be used to purchase over-the-road passenger vehicles.
- Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks, and electrical or gas-driven motorized carts.
- Recipients can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, for example, passenger cars or trucks and electrical or gas-driven motorized carts during times of need.
- Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies, and equipment. There should be a written process for initiating transportation agreements (such as contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements should include, at a minimum:
 - Type of vendor
 - Number and type of vehicles, including vehicle load capacity and configuration
 - Number and type of drivers, including certification of drivers
 - Number and type of support personnel
 - Vendor's response time
 - Vendor's ability to maintain cold chain, if necessary to the incident
 - This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meeting with the designated vendor. All documentation should be available to the CDC project officer for review if requested.

Transportation of Medical Material

- Funds can (with prior approval) be used to procure leased or rental vehicles for movement of materials, supplies, and equipment.
- Recipients can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.
- Recipients may purchase basic (non-motorized) trailers with prior approval from CDC Office of Grants Services.



Procurement of Food and Clothing

- Funds may **not** be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts.
- Purchase of vests (or similar items) that may be used multiple times by numerous individuals and to be worn during exercises or responses may be allowed.
- Generally, funds may not be used to purchase food. However, under limited circumstances and with prior approval from OPEHC, funds may be allowed for the purchase of food following current state and federal government guidelines.

Note: In the event prior approval has been obtained to purchase food, recipients are required to maintain an agenda and a meal sign-in sheet at the local level for auditing purposes. See [45 CFR 75.432](#) for additional information.

Vaccines

- PHEP recipients can, with prior CDC approval, use funds to purchase caches of antibiotics for use by public health responders and their households to ensure the health and safety of the public health workforce during an emergency response, or an exercise to test response plans. Funds may not be used to supplant other funding intended to achieve this objective.
- PHEP recipients can, with prior CDC approval, use funds to purchase caches of vaccines for public health responders and their households to ensure the health and safety of the public health workforce.
- PHEP recipients can, with prior CDC approval, use funds to purchase caches of vaccines for select critical workforce groups to ensure their health and safety during an exercise testing response plans.
 - Recipients must document in their submitted exercise plans the use of vaccines for select critical workforce personnel before CDC will approve the vaccine purchase.
- Recipients may not use PHEP funds to supplant other funding intended to achieve these objectives.
- Recipients of PHEP-funded vaccines (within the context of the exercise) may include:
 - Persons who meet the criteria in the [CDC Advisory Committee on Immunization Practices \(CDC/ACIP\) recommendations](#) for who should receive vaccine; and
 - Persons who are not eligible to receive the vaccine through other entitlement programs such as Medicare, Medicaid, or the Vaccines for Children (VFC) program.
 - VFC-eligible children or Medicare beneficiaries may participate in the exercise; however, they should be vaccinated with vaccine purchased from the appropriate funding source.
- PHEP funds may not be used to purchase vaccines for seasonal influenza mass vaccination clinics or other routine vaccinations covered by Advisory Committee on Immunization Practices (ACIP) schedules.
- PHEP funds may not be used to purchase influenza vaccines for the general public.



Recipients may not use funds for clinical care except as allowed by law. Per the PHEP Notice of Funding Opportunity, clinical care is defined as "directly managing the medical care and treatment of individual patients." PHEP-funded staff may administer medical countermeasures (MCMs), such as antibiotics or vaccines, as a public health intervention in the context of an emergency response or an exercise to test response plans. CDC does not consider this clinical care since it is not specific to an emergency response or an exercise to test response plans.

Laboratory Supplies

Instruments, reagents, and supplies for the following are not generally purchased with PHEP funding:

- Instruments, reagents, and supplies for testing seasonal influenza;
- Instruments, reagents, and supplies for testing rabies;
- Instruments, reagents, and supplies for routine food testing (surveillance);
- Instruments, reagents, and supplies for testing vaccine preventable diseases (such as measles or mumps);
- Instruments, reagents, and supplies for routine testing of vector-borne illnesses (both clinical and vector surveillance);
- Routine drug screening of laboratory staff; and
- Influenza vaccines (for the general public).

Advertising and Public Relations, Supplies, Meetings, Promotional Items and Memorabilia

See: [Federal Regulation Codes under section 200.421](#): PART 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- a) The term "advertising costs" means the costs of advertising media and corollary administrative costs. Advertising media includes magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like.
- b) The only allowable advertising costs are those which are solely for:
 - (i) The recruitment of personnel required by the non-federal entity for performance of a federal award (See also §200.463 Recruiting costs).
 - (ii) The procurement of goods and services for the performance of a federal award.
 - (iii) The disposal of scrap or surplus materials acquired in the performance of a federal award except when non-federal entities are reimbursed for disposal costs at a predetermined amount.
 - (iv) Program outreach and other specific purposes necessary to meet the requirements of the federal award.
- c) The term "public relations" includes community relations and means those activities dedicated to maintaining the image of the non-federal entity or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- d) The only allowable public relations costs are:
 - (i) Costs specifically required by the federal award.



- (ii) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of the federal award (these costs are considered necessary as part of the outreach effort for the federal award).
- (iii) Costs of conducting general liaison efforts with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of funding opportunities, financial matters, etc.
- e) Unallowable advertising and public relations costs include the following:
 - (i) All advertising and public relations costs other than as specified in paragraphs (b) and (d) of this section.
 - (ii) Costs of meetings, conventions, convocations, or other events related to other activities of the entity (see also §200.432 Conferences), including:
 - 1) Costs of displays, demonstrations, and exhibits.
 - 2) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events.
 - 3) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings.
 - (iii) Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
 - (iv) Costs of advertising and public relations designed solely to promote the non-federal entity.

Direct all questions regarding eligible expenses to the DHS program area (DHSPHEP@dhs.wisconsin.gov).

H. BUDGET MANAGEMENT

Cost deviation or change from approved budget categories more than **25%**, or the addition of a new line item, will require submission of a new budget and will require revised budget approval from DHS prior to incurring costs. The DHS may proactively recommend a revision should spenddown tracking suggest the need to redistribute remaining funds.

Grantee must receive prior approval for any equipment purchases that exceed \$5,000 per the [DHS Allowable Cost Policy Manual \(Section 10a\)](#). Direct all questions regarding budget management or equipment purchases to the DHS program area (DHSPHEP@dhs.wisconsin.gov).

I. ADDITIONAL INFORMATION AND/OR REQUIREMENTS

Deadlines/Important Dates

- August 8, 2025 – Deadline to submit PHEP Budget Period 2 (BP2) Budget Template via PCA Portal
- May 15, 2026 – Deadline to submit requests for budget revision for PHEP BP2
- June 30, 2026 – Deadline to submit annual contract deliverables reporting survey for PHEP BP2
- August 15, 2026 – Deadline to submit final GEARS Expense Reports for PHEP BP2



J. PROJECT DELIVERABLES

The Wisconsin Department of Health Services (DHS) has established objectives and deliverables for completion by local and Tribal public health agencies (LTPHA's) during the budget period from July 1, 2024, to June 30, 2029, with a goal of ensuring Wisconsin local and Tribal public health agencies are response ready. These contract deliverables are described in Addendum A.

Local and Tribal Public Health Emergency Preparedness Contract Objectives Centers for Disease Control and Prevention (CDC) Cooperative Agreement #CDC-RFA-TU24-0137

Budget Period: July 1, 2025 – June 30, 2026*

**Note: This document includes all contract deliverables for a five-year cooperative agreement period (7/1/2024 – 6/30/2029). Some deliverables are required annually, while others have the expected due date for each budget period. No changes have been made to the contract deliverables for Budget Period 2. Please send any questions regarding Contract Objectives to the DHS PHEP program at DHSPHEP@dhs.wisconsin.gov.*

The Wisconsin Department of Health Services (DHS) has established the following objectives and deliverables for completion by local and Tribal public health agencies (LTPHA's) during the budget period from July 1, 202, to June 30, 2029, with a goal of ensuring Wisconsin local and Tribal public health agencies are response ready.

These objectives are based on CDC's [2024 Readiness Response Framework](#) and are supported by the [Public Health Emergency Preparedness and Response Capabilities](#), which CDC released in 2018 and updated in 2019. In addition, these objectives are written, to align with [CDC's Public Health Emergency Preparedness PHEP Cooperative Agreement](#).

During this budget period, DHS anticipates that LTPHAs will continue to use a "whole community" approach [as defined by FEMA](#). A "whole community" approach is the idea that preparedness is a shared responsibility that must include the full range of preparedness stakeholders, including not just government, but also individuals and families (including those with access and functional needs), businesses, community organizations, schools, nonprofits, media outlets, and more.

Planning for a whole community should address health equity issues by considering individuals with access and functional needs. Per CDC's [Access and Functional Needs Toolkit](#) (March 2021), The term "access and functional needs" refers to individuals with and without disabilities, who may need additional assistance because of any condition (temporary or permanent) that may limit their ability to act in an emergency. Individuals with access and functional needs do not require any kind of diagnosis or specific evaluation. Populations with access and functional needs may include but are not limited to:

- Children and youth
- Individuals with chronic diseases or underlying conditions
- Individuals with cognitive impairment
- Individuals with developmental disabilities
- Individuals with hearing impairment
- Individuals experiencing homelessness or housing instability
- Individuals with language barriers and/or limited English proficiency
- Marginalized populations experiencing social, political, or economic exclusions, such as people living in poverty, people experiencing racism, or people who are undocumented
- Older population
- Individuals with limited access to transportation
- Individuals with limited access to the internet or Wi-Fi

- Underserved communities, such as rural or uninsured/underinsured communities
- Individuals with visual impairment
- People who are pregnant

Using PHEP Funds for Response

PHEP cooperative agreement funding is intended primarily to support preparedness activities that help ensure state and local public health departments are response ready. PHEP funds may, on a limited, case-by-case basis, be used to support response activities to the extent they are used for their primary purposes: to strengthen public health preparedness and enhance the capabilities of state, local, and Tribal governments to respond to public health threats. LTPHAs must receive prior approval from the Wisconsin PHEP program for any proposed response activities.

Joint PHEP/HPP/Emergency Management Activities

Objectives that align with program requirements as set forth by the CDC PHEP program and the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP) are indicated as a '(Joint PHEP/HPP Activity)'. The Wisconsin PHEP program recommends that LTPHAs coordinate with their regional Healthcare Emergency Readiness Coalition (HERC) and emergency management partners on these activities.

Required Reporting

Annual year-end reporting on all contract deliverables is due June 30th each year of the 5-year cooperative agreement. Required reporting will be accessed via the Partner Communications and Alerting (PCA) Portal once available. Additional information about year-end reporting will be communicated to local and Tribal preparedness staff throughout the budget periods via email communications and PHEP Q&A (Questions and Answers) webinars. Local and Tribal preparedness staff should [sign up](#) to receive Public Health Emergency Preparedness email communications if they have not already.

Budget Management

All LTPHAs will submit a proposed budget by completing and uploading the PHEP Budget Template to the Partner Communication and Alerting (PCA) Portal [Local Preparedness Budget Management page](#). All LTPHAs will report final expenditures by editing the agency's original submitted Local and Tribal Preparedness Budget Form on the PCA Portal. To request access to the PCA Portal, please contact DHSPCAPortal@dhs.wisconsin.gov.

Deliverable Number	Due Date	Objective
Deliverable 1	By June 30, each year of the 5-year cooperative agreement	Submit the proposed budget on the PCA Portal
Deliverable 2	By August 15, each year of the 5-year cooperative agreement	Submit final expenditures on the PCA Portal

Document In Process

Strategy 1 – All-hazard activities

Strategy 1 encompasses the following Response Readiness Framework program priorities.

- **Develop a risk-based approach to all-hazards planning** to advance risk-based planning; address evolving threats; and support medical countermeasure distribution, dispensing, and administration and medical materiel management.
- **Modernize data collection and systems** to improve situational awareness and information sharing with health care systems and other partners.
- **Integrate health equity practices** to enhance preparedness, response, and recovery support for populations experiencing health disparities.

Risk-Based Approach to All Hazard Planning (AHA)

Public Health Response Readiness Framework – Priority 1. Prioritize a risk-based approach (AHA-A)

- Capability 1: Community Preparedness
- Capability 3: Emergency Operations Coordination
- Capability 13: Public Health Surveillance and Epidemiological Investigation

When submitting the risk assessment (RA) or Hazard Vulnerability Assessment (HVA), identify the top five risks based on public health consequences and report the following Risk Assessment Data Elements (RADE):

- Participants involved in the assessment,
- Identified risks,
- A ranking of the top five risks (new),
- Public health consequences of the risks describing the vulnerabilities associated with prioritized risks (new),
- Resources used to conduct the risk assessments, such as CDC’s Social Vulnerability Index, CDC PLACES, or HHS emPOWER data (new), and
- Identified expertise to provide consultation during a public health emergency associated with prioritized risks (new).

Deliverable Number	Due Date	Objective
Deliverable 3	January 31, 2025	Conduct a risk assessment (RA) or Hazard Vulnerability Assessment (HVA) and identify the top five risks based on public health consequences. If your most recent RA occurred in Budget Periods 2,3,4, or 5 of the previous NOFO performance period, submit that RA along with the risk assessment data elements (RADE) based on elements addressed at that time.

	Once in the 5-year performance period	Complete and submit a new RA/HVA once during the five-year performance period on the PCA Portal and include RADE
--	---------------------------------------	--

Ensure baseline competency and integration with preparedness requirements - Priority 1.
Prioritize a risk-based approach (AHA-G)

It is recommended by CDC that Public Health preparedness and recovery staff should strive to complete the coursework below based on their preparedness and response roles and positions.

- Public health preparedness and recovery staff, including exercise planning staff:
 - Independent Study (IS) 100: Introduction to the Incident Command System
 - IS 200: Basic Incident Command System for Initial Response (ICS 200)
 - IS 700: An Introduction to the National Incident Management System (NIMS)
 - ICS 706: NIMS Intrastate Mutual Aid
 - IS 800: National Response Framework, An Introduction
 - IS-2900.A: National Disaster Recovery Framework (NDRF) Overview
 - IS-120: an Introduction to Exercise
 - Homeland Security Exercise and Evaluation Program
 - Emergency Management Assistance Compact (EMAC) Pre-Event Preparation for Resource Providers
- Health Department supervisory positions:
 - ICS 200: Basic ICS for Initial Response
 - Independent Study (IS)-2200: Basic Emergency Operations Center Functions
- Staff with designated response roles:
 - ICS 300: Intermediate ICS for Expanding Incidents (In Person)
 - EMAC Just-in-Time Training for Deploying Personnel
 - Crisis and Emergency Risk Communication (RISK COMMUNICATION PLAN)
- Senior staff who support the management of large/complex responses (incidents across multiple locations or over a large area):
 - ICS 400: Advanced ICS (In Person)

Deliverable Number	Due Date	Objective
Deliverable 4	New staff: With in the first year of hire	At a minimum public health staff should have successfully completed: IS-100, IS-200, IS-700, IS-800
	Current staff: Maintain during the 5-year performance period	Ensure current staff are proficient with the most recent FEMA course version available for IS-100, IS-200, IS -700, IS-800

Data Modernization (DM)

Public Health Response Readiness Framework – Priority 6. Modernize data collection and systems (DM-A), (DM-B)

- Capability 3: Emergency Operations Coordination
- Capability 13: Public Health Surveillance and Epidemiological Investigation

Incorporate data systems and data source functionality and infrastructure in public health emergency response plans and testing of the functionality of those systems.

Deliverable Number	Due Date	Objective
Deliverable 5	June 30, 2026	Identify the resources and infrastructure necessary for data systems and sources to meet jurisdictional needs during an emergency response and include in emergency plans
Deliverable 6	June 30, 2027	Prioritize improving data systems and data sources that are the most essential for effective response.

Health Equity (HE)

Public Health Response Readiness Framework – Priority 8. Incorporate health equity practices (HE-A)

- Capability 1: Community Preparedness
- Capability 2: Community Recovery
- Capability 4: Emergency Public Information and Warning
- Capability 7: Mass Care

Ensure risk assessments include relevant input from partners to ensure they reflect health equity. Consider disproportionately impacted populations or community's projected to be adversely impacted by the public health consequence of risks. Include populations with limited English proficiency and consider how social determinants of health may affect health outcomes during an emergency.

Deliverable Number	Due Date	Objective
Deliverable 7	Over the 5-year performance period	Identify impacted communities and implement actions to understand how public health emergency response plans and exercises can be developed or updated to address unique preparedness, response, and recovery needs of the communities

Strategy 2 – Whole Community Readiness

Strategy 2 encompasses the following Response Readiness Framework program priorities:

- **Enhance partnerships** with federal and non-governmental organizations to effectively support community preparedness efforts
- **Strengthen risk communication activities** to improve proficiency in disseminating critical public health information and warnings and address misinformation or disinformation
- **Prioritize community recovery efforts** to support health department reconstitution and incorporate lessons learned from public health emergency responses
- **Integrate health equity practices** to enhance preparedness, response, and recovery support for communities experiencing differences in health status due to structural barriers

Partnerships (PAR)

Public Health Response Readiness Framework – Priority 2. Enhance Partnerships (PAR-A)

- Capability 2: Community Recovery
- Capability 6: Information Sharing

Include critical response and recovery partners in required plans and exercises.

Deliverable Number	Due Date	Objective
Deliverable 8	Over the 5-year performance period	Continually assess your ability to address the unique needs or community members throughout exercises
		Maintain response affiliations with private industry partners including, but not limited to, large employers, pharmacies, academia, and others
		Maintain involvement in regional HERC
	By June 30 th each year of the 5-year performance period	Ensure that your organization has at least three staff with profiles and emergency call ranking on the PCA Portal and review accuracy <i>It is strongly encouraged to include your local health officer or Tribal health director as one of these contacts.</i>
	Annually during the 5-year performance period	At minimum one representative from your organization will have attended or watched the recording of all coordination calls with Voluntary Organizations Active in Disaster (VOAD) partners that occurred during the budget period
	Annually during the 5-year performance period	Maintain jurisdictional Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrator contact information

Risk Communications (RSK) Public Health Response Readiness Framework – Priority 7. Strengthen risk communications activities (RSK-A)

- Capability 1 Community Preparedness
- Capability 2 Community Recovery
- Capability 8 Medical Countermeasure Dispensing and Administration
- Capability 9 Medical Materiel Management and Distribution

Timely communication of situational awareness and risk information.

Deliverable Number	Due Date	Objective
Deliverable 9	Over the 5-year performance period	Incorporate lessons learned from exercises and responses into risk communications and information dissemination plans.
		Incorporate strategies to monitor and combat misinformation and disinformation into risk communication and information dissemination plans.
Deliverable 10	Review Annually	Maintain the capacity and capability to manage, distribute, dispense, and administer medical countermeasures according to the Administration for Strategic Preparedness and Response/ Strategic National Stockpile requirements and guidelines. Update mass dispensing and mass vaccination clinic sites in the POD DVC Management Tool on the PCA Portal.
	Once annually over the 5-year performance period	Annually conduct at least one alerting drill (or utilize WEAVR during a real-world event) to alert register volunteers

Exercise Objective:

All LTPHAs will participate in at least one Homeland Security Exercise and Evaluation Program (HSEEP) consistent exercise in each budget period throughout BP1-5. Use of Incident Command System (ICS) to manage a real event may be used in lieu of an exercise as long as an HSEEP consistent After Action Report (AAR)/Improvement Plan (IP) is completed. *Note: This AAR/IP may focus on any one or multiple of the 15 public health emergency preparedness and response capabilities. LTPHAs can participate with their regional HERC in the development of an AAR.*

- All LTPHAs that receive state-supplied vaccine to conduct a school-located mass vaccination exercise during any budget period in BP1-5 must complete an HSEEP consistent AAR/IP of the exercise using the Immunization Program Functional Exercise AAR/IP template. This AAR/IP will satisfy deliverable 11.

For LTPHAs that receive state-supplied vaccine to conduct a school-located mass vaccination exercise during any budget period in BP1-5: Deliverable 11: By April 30, post HSEEP consistent AAR/IP to the PCA Portal [After Action Reports](#) page. LTPHAs that participated with their regional HERC in the development of an AAR/IP should ensure that their agency is listed as a participating organization in the document and that either the regional HERC Coordinator or a representative from one LTPHA in the region has posted the AAR/IP to the After Action Reports page.

For LTPHAs submitting other AARs: Deliverable 11: By June 30, post HSEEP consistent AAR/IP to the PCA Portal [After Action Reports](#) page. LTPHAs that participated with their regional HERC in the development of an AAR/IP should ensure that their agency is listed as a participating organization in the document and that either the regional HERC Coordinator or a representative from one LTPHA in the region has posted the AAR/IP to the After Action Reports page.

Deliverable Number	Due Date	Objective
Deliverable 11	Once annually over the 5-year performance period	Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise

Reporting requirement:

Deliverable Number	Due Date	Objective
Deliverable 12	By April 30 th (if school-based vaccination exercise) or by June 30 th (all other exercises) each year of the 5-year performance period	Exercise after action reports and improvement plans (AAR/IP) uploaded to PCA Portal

Risk Communications (RSK) Public Health Response Readiness Framework – Priority 7.
Strengthen risk communications activities (RSK-B)

- Capability 4: Emergency Public Information & Warning
- Capability 6: Information Sharing

Identify and implement communication surveillance, media relations, and digital communication strategies in exercises.

Deliverable Number	Due Date	Objective
Deliverable 13	Each budget period over the 5-year performance period	Exercise risk communication plans and principles to ensure risk communication and staff activities simulate actions that will be taken during an emergency.

Risk Communications (RSK) Public Health Response Readiness Framework – Priority 7. Strengthen risk communications activities (RSK-C)

- Capability 4: Emergency Public Information & Warning
- Capability 6: Information Sharing

Identify and implement specific crisis and emergency risk communication activities that meet the diverse needs of communities of focus

Deliverable Number	Due Date	Objective
Deliverable 14	Review each budget period and update as needed	Use lessons learned from, mpox, and other recent responses or exercises to identify and address gaps in risk communication activities that support communities of focus.
		Collaborate with partners that represent prioritized populations to develop culturally, linguistically, and accessible appropriate risk messages for populations with access needs, functional needs, and health disparities.

Recovery (REC)

Public Health Response Readiness Framework – Priority 10. Prioritize community recovery efforts (REC-A)

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

Incorporate recovery operations into public health preparedness plans

Deliverable Number	Due Date	Objective
Deliverable 15	By June 30 th each year of the 5-year performance period	Identify community partners who aid in recovery and engage in discussions regarding their potential roles and their resources.
		Identify roles and responsibilities for staff designated to support recovery operations.
Deliverable 16	By June 30 th each year of the 5-year performance period	Establish methods for determining community recovery priorities and communicating the status of recovery operations with relevant partners, interested groups, and the public.

Health Equity (HE)

Public Health Response Readiness Framework – Priority 8. Incorporate health equity practices (HE-B)

- Capability 1: Community Preparedness

Engage partners to incorporate health equity principles into preparedness plans and exercises

Deliverable Number	Due Date	Objective
Deliverable 17	Review each budget period and update as needed	Engage community or nontraditional partners, such as faith-based organizations and private industry each year to support communities of focus identified in the RADE health equity section.

Strategy 3 – Improve Capacity

Strategy 3 encompasses the following Response Readiness Framework program priorities:

- **Build workforce capacity to meet jurisdictional surge management needs and support staff recruitment, retention, resilience, and mental health**

Workforce (WKF)

Public Health Response Readiness Framework – Priority 5. Build workforce capacity (WKF-B)

- Capability 1 Community Preparedness
- Capability 14 Responder Safety and Health
- Capability 7: Mass Care

Provide guidance, direction, and training to maintain a ready responder workforce across the entire health department

Deliverable Number	Due Date	Objective
Deliverable 18	Review each budget period and update as needed	Include health department preparedness staff and surge staff outside the preparedness program who fill key incident command roles in preparedness training and periodic exercises. Primary response staff must participate in exercises on a rotational basis as determined by the health department.

PHEP 5-year Grant Deliverable Overview

Deliverable Number	Due Date	Objective
Deliverable 1	By June 30, each year of the 5-year cooperative agreement	Submit the proposed budget on the PCA Portal
Deliverable 2	By August 15, each year of the 5-year cooperative agreement	Submit final expenditures on the PCA Portal
Deliverable 3	January 31, 2025	Conduct a risk assessment (RA) or Hazard Vulnerability Assessment (HVA) and identify the top five risks based on public health consequences. If your most recent RA occurred in Budget Periods 2,3,4, or 5 of the previous NOFO performance period, submit that RA along with the risk assessment data elements (RADE) based on elements addressed at that time.
	Once in the 5-year performance period	Complete and submit a new RA/HVA once during the five-year performance period on the PCA Portal and include RADE
Deliverable 4	New staff: With in the first year of hire	At a minimum public health staff should have successfully completed: IS-100, IS-200, IS-700, IS-800
	Current staff: Maintain during the 5-year performance period	Ensure current staff are proficient with the most recent FEMA course version available for IS-100, IS-200, IS -700, IS-800
Deliverable 5	June 30, 2026	Identify the resources and infrastructure necessary for data systems and sources to meet jurisdictional needs during an emergency response and include in emergency plans
Deliverable 6	June 30, 2027	Prioritize improving data systems and data sources that are the most essential for effective response.
Deliverable 7 *Benchmark Activity	Over the 5-year performance period	Identify impacted communities and implement actions to understand how public health emergency response plans and exercises can be developed or updated to address unique preparedness, response, and recovery needs of the communities
Deliverable 8	Over the 5-year performance period	Continually assess your ability to address the unique needs or community members throughout exercises
		Maintain response affiliations with private industry partners including, but not limited to,

*Benchmark Activity		large employers, pharmacies, academia, and others
		Maintain involvement in regional HERC
	By June 30 th each year of the 5-year performance period	Ensure that your organization has at least three staff with profiles and emergency call ranking on the PCA Portal and review accuracy <i>It is strongly encouraged to include your local health officer or Tribal health director as one of these contacts.</i>
	Annually during the 5-year performance period	At minimum one representative from your organization will have attended or watched the recording of all coordination calls with Voluntary Organizations Active in Disaster (VOAD) partners that occurred during the budget period
	Annually during the 5-year performance period	Maintain jurisdictional Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrator contact information
Deliverable 9	Over the 5-year performance period	Incorporate lessons learned from exercises and responses into risk communications and information dissemination plans.
		Incorporate strategies to monitor and combat misinformation and disinformation into risk communication and information dissemination plans.
Deliverable 10	Review Annually	Maintain the capacity and capability to manage, distribute, dispense, and administer medical countermeasures according to the Administration for Strategic Preparedness and Response/ Strategic National Stockpile requirements and guidelines. Update mass dispensing and mass vaccination clinic sites in the POD DVC Management Tool on the PCA Portal.
	Once annually over the 5-year performance period	Annually conduct at least one alerting drill (or utilize WEAVR during a real-world event) to alert register volunteers
Deliverable 11	Once annually over the 5-year performance period	Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise
Deliverable 12	By April 30 th (if school-based vaccination exercise) or by June 30 th (all other exercises) each year of the 5-year performance period	Exercise after action reports and improvement plans (AAR/IP) uploaded to PCA Portal
Deliverable 13	Each budget period over the 5-year performance period	Exercise RISK COMMUNICATION PLAN plans and principles to ensure risk communication and staff activities simulate actions that will be taken during an emergency.
*Benchmark Activity		

Deliverable 14	Review each budget period and update as needed	Use lessons learned from COVID-19, mpox, and other recent responses to identify and address gaps in RISK COMMUNICATION PLAN activities that support communities of focus.
		Collaborate with partners that represent prioritized populations to develop culturally, linguistically, and accessible appropriate risk messages for populations with access needs, functional needs, and health disparities.
Deliverable 15	By June 30 th each year of the 5-year performance period	Identify community partners who aid in recovery and engage in discussions regarding their potential roles and their resources. ◦ Identify roles and responsibilities for staff designated to support recovery operations.
Deliverable 16	By June 30 th each year of the 5-year performance period	Establish methods for determining community recovery priorities and communicating the status of recovery operations with relevant partners, interested groups, and the public.
Deliverable 17	Review each budget period and update as needed	Engage community or nontraditional partners, such as faith-based organizations and private industry each year to support communities of focus identified in the RADE health equity section.
Deliverable 18	Review each budget period and update as needed	Include health department preparedness staff and surge staff outside the preparedness program who fill key incident command roles in preparedness training and periodic exercises. Primary response staff must participate in exercises on a rotational basis as determined by the health department.

Scope of Work
Communicable Disease Control and Prevention (LPHD and Tribal HD)
Funding Period July 1, 2025-June 30, 2026

Overview

The Communicable Diseases Funding passed in the 2025-2026 Biennial [Budget](#) allocated \$500,000 in GPR per year as a continuing appropriation to local and tribal health agencies for communicable disease control and prevention .

The budget language as passed states:

“252.185 Communicable disease control and prevention.

(1) From the appropriation under s. 20.435 (1)(cf), the department shall distribute moneys to local health departments to use for disease surveillance, contact tracing, staff development and training, improving communication among health care professionals, public education and outreach, and other infection control measures as required under this chapter. The department shall consider the following factors to establish an equitable allocation formula for the distribution of moneys under this section:

- (a) Base allocation, including at least some base amount for each local health department.*
- (b) General population.*
- (c) Target populations.*
- (d) Risk factors.*
- (e) Geographic area, including consideration of the size of the service area or the density of population, or both.*

(2) By January 1, 2019, and biennially thereafter, each local health department shall submit to the division of the department that addresses public health issues a financial statement of its use of funds under this section.”

Eligible Uses

The scope of eligible uses for this additional funding is relatively broad and reflects all responsibilities under chapter 252. Funding may be used for new projects as well as to offset increasing budgetary pressures resulting from ongoing disease surveillance and investigations at the local level. Examples of possible uses include but are not limited to:

- Reduce burden of communicable diseases (CD),
- Ensure or increase capacity to respond to CD events,
- Training to increase competencies around CD issues,
- Purchase additional equipment to allow for easier access when following up on CD reports (such as smartphones or tablets),
- More extensive/complete follow-up on communicable disease outbreaks/reports, or
- Increasing communicable disease awareness in the community along with practical prevention opportunities.

Prohibited uses include:

- Meals for trainings or conferences;
- Uses not intended for infectious disease prevention or follow up.

Reporting Requirement

The local agency is expected to submit its financial statement to the Director of the Bureau of Communicable Diseases of its use of funds for this fiscal year **no later than July 31, 2026**. Local and Tribal Health Agencies for Communicable Disease Funds are to submit their Financial Reports through a designated on-line form. Here is the link to the designated form for the 2025-2026 contract period. You will be asked to provide your contact information; a brief narrative describing how your agency or department used the allocated funds during the funding period; what the desired outcomes were for this funding; how you measured success or progress toward the desired outcomes and the indicators that were measured; indicate whether your agency or department engaged with any partners with the funding, who those partners were and their capacity; if your agency or department learned any lessons regarding how the funding was used and if you want to share those lessons; was there any additional information that you would like to share about the communicable disease funding.

Survey Link

<https://survey.alchemer.com/s3/8295534/2025-2026-Financial-Reporting-for-LTHDs-for-Communicable-Disease-Funds>

DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application		Date Signed
For (Name of Vendor)	Unique Entity Identifier (UEI), if applicable	

Department of Health Services

Division of Enterprise Services

F-03400 (07/2025)

State of Wisconsin

Attestation of Filing Assurance of Compliance (Form HHS 690)

As a condition of receiving new or continued federal funding from the U.S. Department of Health and Human Services (HHS), on or after April 16, 2025, domestic recipients, subrecipients, and contractors must file an Assurance of Compliance ([Form HHS 690](#)) with the HHS Office for Civil Rights (OCR).

This filing requirement aligns with Executive Order (E.O.) 14173 "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," which affirms, amongst other things, that contractual counterparties or grant recipients of federal funds must certify that it does not operate programs that violate any applicable Federal anti-discrimination laws.

In alignment with HHS policy, DHS, as the recipient of HHS funds, must ensure that all subrecipients and contractors receiving federal HHS funds through DHS attest that they have submitted Form HHS 690 to OCR.

HHS reserves the right to terminate financial assistance awards and claw back all funds if the recipients, during the term of this award, operate any program in violation of Federal anti-discriminatory laws or engages in prohibited boycott. Per the [HHS Grants Policy Statement](#), domestic recipients, subrecipients, and contractors are subject to these conditions.

By signing below, you certify that your organization has submitted Form HHS 690 to the HHS Office of Civil Rights.

Signature — Official Authorized to Sign Application:

Date signed:_____

For (Name of Subrecipient or Contractor) (printed):

Date signed:_____

Certificate Of Completion

Envelope Id: 9BCEF6DE-941D-4CE8-9D83-4225E2ADC1C6
Subject: MP - De Pere HD - 2025 DPH Consolidated Contract - 435100-G25-DPHCC25-17 M3
Source Envelope:
Document Pages: 32
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
Yvette Smith
1 West Wilson St.
Madison, WI 53703
yvettea.smith@dhs.wisconsin.gov
IP Address: 136.226.84.186

Record Tracking

Status: Original 8/20/2025 2:17:21 PM	Holder: Yvette Smith yvettea.smith@dhs.wisconsin.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: DHS	Location: Docusign

Signer Events

Chrystal Woller
cwoller@deperewi.gov
Health Officer/Health Department Director
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 8/20/2025 3:45:18 PM
ID: e756d2f1-fcf7-4020-8578-24b9540f36e4

Anna Benton
anna.benton@dhs.wisconsin.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signature

Timestamp

Sent: 8/20/2025 2:19:51 PM
Viewed: 8/20/2025 3:45:18 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

DHS DPH Contract Routing
dhsdphcontractrouting@dhs.wisconsin.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

COPIED

Sent: 8/20/2025 2:19:50 PM

Carbon Copy Events	Status	Timestamp
DPH Contracts DHSDPHContracts@dhs.wisconsin.gov DPH Contracts Shared Account Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/20/2025 2:19:50 PM
GEARS Contracts DHSCARSContracts@dhs.wisconsin.gov Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/20/2025 2:19:50 PM
Kelly Burke kburke@mail.de-pere.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/20/2025 2:19:51 PM Viewed: 8/20/2025 2:45:37 PM
Sara Lornson slornson@deperewi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/20/2025 2:19:51 PM Viewed: 8/20/2025 2:23:35 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/20/2025 2:19:50 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DHSCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.



Request for Common Council Action

MEETING DATE: September 16, 2025
DEPARTMENT: Finance
FROM: Pamela Manley, Finance Director
SUBJECT: Resolution #25-102 Authorizing Extension of Agreement for Auditing Services with CliftonLarsonAllen LLP.
RECOMMENDED ACTION: Motion to Approve

The Finance/Personnel Committee voted unanimously to recommend approval of this request at its September 9, 2025 meeting.

The current agreement the City has with CliftonLarsonAllen LLP (CLA) was for audit years ending December 31, 2020 through December 31, 2024. After consulting with City Manager Flom and City Attorney Bungert, I reached out to CLA to request a two-year extension while we continue to work on getting new ERP software.

Attached is a summary of services and their proposed fee. CLA has separated out several of the services we have used in the past to get a more transparent view of their fees. These fees are in line if not slightly less than what we have been paying the past couple of years.

ATTACHMENTS:

Reso25-102, Extension Agreement-CliftonLarsonAllen LLP9-4-25-115-001-20, Exhibit B-1
CLA Audit Services-City of De Pere 2 year Extension

RESOLUTION #25-102

AUTHORIZING EXTENSION OF AGREEMENT FOR AUDITING SERVICES BETWEEN THE
CITY OF DE PERE AND CLIFTONLARSONALLEN LLP

WHEREAS, pursuant to Resolution #21-06, the City has retained the services of
CliftonLarsonAllen (CLA), a certified public accounting firm to audit the City's financial records on an
annual basis for the years ending December 31, 2021, through December 31, 2024; and

WHEREAS, the parties wish to extend their agreement for an additional two years to include
auditing services for the years ending December 31, 2025, and December 31, 2026, pursuant to the
terms and conditions of the Extension of Agreement for Auditing Services attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the
Extension of Agreement for Auditing Services Between the City of De Pere and
CliftonLarsonAllen LLP (CLA) 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 16th day of
September, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/09/2025

EXTENSION OF AGREEMENT FOR AUDITING SERVICES
(CliftonLarsonAllen LLP)

WHEREAS, the City of De Pere, a Wisconsin municipal corporation ("City") and CliftonLarsonAllen LLP ("CLA"), a Wisconsin limited liability partnership ("Contractor") (hereinafter "the Parties") are parties to an Agreement for Auditing Services dated February 3, 2021 ("the Agreement"), which included auditing services through the year ending December 31, 2024; and

WHEREAS, the Parties wish to extend the Agreement for Auditing Services for an additional two (2) year term through the year ending December 31, 2026.

NOW, THEREFORE, upon the mutual promises and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The term of the Agreement is extended for two (2) years for auditing services for the years ending December 31, 2025, and December 31, 2026.
2. Compensation paid by City to CLA for performing auditing services shall be as set forth in Exhibit B-1, attached hereto and incorporated herein by reference.
3. All other terms and conditions of the Agreement remain in full effect and unchanged by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be executed as of the _____ day of _____, 2025.

CLA (CliftonLarsonAllen LLP)

By:

Scott Sternhagen, CPA, Principal

City of De Pere

By:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk



August 15, 2025

Pamela Manley
City of De Pere
335 S. Broadway
De Pere, WI 54115

Dear Pam:

Thank you for allowing us the opportunity to extend our relationship with the City for your auditing services. We are excited about this opportunity to continue to provide services to your City. Below is a summary of the services and the proposed fee. If you have any questions about our offerings, please do not hesitate to contact me at 920-455-4132 or email at scott.sternhagen@CLAconnect.com.

Fees for professional services

Our fees are based on the timely delivery of the services provided, and the experience of personnel assigned to the engagement. We propose our fees will not exceed the following two years ended:

Services	2025	2026
Perform an Audit of the Financial Statements for the City	\$34,000	\$35,100
Compilation for TID Districts (\$800 per District)	9,600	9,600
Tax 16 Opinion	1,800	1,900
Assistance with the Public Service Commission Report	2,500	2,500
Assistance with the State Municipal Financial Report form C	2,000	2,000
Department of Health Services Provider Compliance Examination	2,200	2,200
Technology and Client Support Fee (5%)*	2,605	2,665
Total	\$ 54,705	\$ 55,965
Federal Single Audit (if applicable)	\$7,500	\$7,500

**Like most firms, we are investing heavily in technology to enhance the client experience, protect our data environment, and deliver quality services. We believe our clients deserve clarity around fees, and we will continue to be transparent with our fee structure.*

These fees include professional fees and expenses.

Our fees do not anticipate unusual or unforeseen circumstances. Before the scope of our work is changed for any unanticipated circumstances or events, we will inform you of the change and related change in fee.

CLA has a very open fee philosophy with our clients, and will work with you to establish a mutually acceptable fee arrangement for any future or special project engagements. We reiterate our strong interest in continuing to provide you the quality of service and support that will help you achieve your goals. If at any time you have a question concerning our services or fees, please call it to our attention so that we can discuss it.

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in black ink, appearing to read "Scott Sternhagen", written in a cursive style.

Scott Sternhagen, CPA, Principal



Request for Common Council Action

MEETING DATE: September 16, 2025
DEPARTMENT: Development Services
FROM: Daniel Lindstrom, Development Services Director
SUBJECT: Resolution #25-103 Authorizing Development Agreement with Valley Cabinet, Inc. (Parcel No. ED-F0101; 1840 South Broadway Street).
RECOMMENDED ACTION: Motion to Approve.

Staff recommends approval of this agreement with Valley Cabinet. This item was previously reviewed and approved by the Finance/Personnel Committee at its meeting on June 11, 2024.

ATTACHMENTS:

Reso25-103, Valley Cabinet Development Agreement (clean 9-10-25), Exhibit A - SUBJECT PROPERTY AND MAP, Exhibit B - Site Plan - APPROVED - 11 Jun 2024 - Valley Cabinet SELECT PAGES

RESOLUTION #25-103

AUTHORIZING DEVELOPMENT AGREEMENT REGARDING MANUFACTURING
AND OFFICE EXPANSION WITH VALLEY CABINET, INC.

(Parcel No. ED-F0101)

WHEREAS, Valley Cabinet, Inc. (“Developer”) wishes to enter into an agreement for construction of an 86,600 square foot expansion for manufacturing and office space at its facility located in Tax Incremental District No. 10 (TID #10); and

WHEREAS, Wis. Stats. §66.1105(2)(f), authorizes the expenditure of allowable project costs, such as reimbursement grant incentives, project costs and other cash grants, when made pursuant to a signed development agreement, for the benefit of redevelopment within its TID Districts; and

WHEREAS, the intended redevelopment is consistent with the Project Plan for TID #10 and will be beneficial to the City to promote revitalization and economic stability of the TID and the City as a whole; and

WHEREAS, Developer’s ability to undertake development of the Project is contingent upon the City’s commitment to use tax increment financing from TID #10 to provide financial assistance for a portion of the significant development expenses and project costs associated with the Project, pursuant to the terms set forth in the attached Development Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into such Development Agreement Regarding Manufacturing and Office Expansion Between the City of De Pere and Valley Cabinet, Inc. (Parcel No. ED-F0101), as is attached hereto.

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 16th day of September, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval of development terms: 06/11/2024

**DEVELOPMENT AGREEMENT REGARDING MANUFACTURING AND OFFICE EXPANSION
BETWEEN THE CITY OF DE PERE AND VALLEY CABINET, INC.
(Parcel Number ED-F0101)**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into this _____ day of _____ 2025, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”) and Valley Cabinet, Inc., a Wisconsin Corporation (“Developer”). City and Developer are each a “Party” to this Agreement, and may be referred to herein, collectively, as the “Parties”.

RECITATIONS

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

WHEREAS, in 2007, the City created Tax Incremental District # 10, as and for the benefit of mixed-use development within the District (as hereinafter defined) as described in the subsequent Amended Boundary and Project Plans for TID #10 adopted on June 4, 2024; and

WHEREAS, the Developer intends to construct an 86,600 square foot expansion that would add 78,200 square feet of manufacturing and 8,400 square feet of accompanying office space that will constitute the development and Project; and

WHEREAS, the development described above and more fully in this Agreement will promote the revitalization and economic stability of TID #10 and the City as a whole; and

WHEREAS, Developer's ability to construct and occupy the expanded manufacturing and office space would not be viable and this development would not occur in the City but for the City's commitment to reimburse Developer for significant development expenses associated with the Building Development and Project; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, project 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 certain improvements to the Subject Property (as hereinafter defined) in and for the benefit of TID #10 to facilitate development and redevelopment within the district and to provide financing for portions of such improvements; 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 Project and District.

Development Agreement

Page 2 of 25

WHEREAS, as a result, the City wishes to promote this development of the Project and provide the required financial assistance to Developer; and

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 Increment Revenue”** means the total taxes paid on the Assessed Increment Value.
- B. “Assessed Increment Value”** means the total assessed increment value placed upon the Building Development by the State of Wisconsin under Wis. Stats. §70.995. If the Assessed Increment Value of the Building Development as of January 1, 2026, and through the term of this Agreement is less than Five Million Sixty-Four Thousand Nine Hundred Dollars and no/00 cents (\$5,064,900.00) more than the Base Assessed Value, the Deficit Payment (defined below) provisions of Paragraph II.E.3 shall apply.
- C. “Base Assessed Value”** means the total 2024 Assessed Value of the tax parcel comprising the Building Development in the amount of **Six Hundred and Fifty Six Thousand and Three Hundred** Dollars and no cents (\$**656,300**).

- D. **“Building Development”** means the Subject Property together with the Project improvements contemplated by the Parties and as approved by the City Development Services Department and/or Plan Commission. (Also referenced in Exhibit A herein).
- E. **“Certificate of Occupancy”** means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.
- F. **“City”** means the City of De Pere, a Wisconsin municipal corporation.
- G. **“Deficit Payment”** means either (i) the payment of the difference between the taxes paid on the Total Assessed Value of the Building Development and Project and those taxes that would have been paid on the Guaranteed Value of the Building Development.
- H. **“Developer”** means Valley Cabinet, Inc., a Wisconsin corporation.
- I. **“District and/or TID #10”** means City of De Pere Tax Incremental District No. 10 as amended, which is statutorily scheduled to close as of August 7, 2032.
- J. **“Final Plans”** means the plans and specifications for the Building Development and Project, as approved by the City Development Services Department and/or City Plan Commission.
- K. **“Force Majeure”** means a delay in achieving Substantial Development 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 Property Valuation Warranties under Paragraph II.E.

- L. “Guaranteed Value”** means Five Million Three Hundred Fifty Thousand Dollars and no/00 cents (\$5,350,000.00).
- M. “Project”** means the construction of an office addition and manufacturing of not less than 86,600 square feet with zoning code appropriate façade materials consistent with Developer’s existing business and the addition or relocation of approximately eighty (80) employees from Developer’s existing facility and anticipated annual employee growth of seven (7) to ten (10) employees. The building as constructed hereunder, together with the Subject Property, comprises the Building Development.
- N. “Project Reimbursement Grant”** has the meaning given in Paragraph III.A.
- O. “Project Incentives”** means the Project Reimbursement Grant provided to Developer as set forth in Paragraph III.A.
- P. “Subject Property”** means Parcel # ED-F0101 located at 1840 South Broadway, as more particularly described on Exhibit A attached and incorporated herein.
- Q. “Substantial Completion”** means that a Certificate of Occupancy for the Project has been issued by the City Building Inspection Department and confirmation from the Zoning Administrator that the entire approved site has been complete including, but not limited, to light plan, lighting plan, landscape plan, which shall be no later than December 31, 2025.

Development Agreement

Page 5 of 25

- R. **“Term of the Agreement”** means through the end of TID #10.
- S. **“Total Assessed Value”** means the value placed upon the existing and proposed Building Development and the completed Project as determined pursuant to Wisconsin Statutes, Chapter 70.

II. DEVELOPER’S OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

- A. **Plan Commission Project Site Plan Approval.** Developer shall take all steps necessary to obtain City Development Services Department and/or Plan Commission approval of the Project to enable construction to commence and proceed so as to obtain Substantial Completion of the Project on or before December 31, 2025. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the City Development Services Department and/or City Plan Commission (approved June 11, 2024 – Exhibit B Approved Site Plan) and shall be constructed in compliance with all applicable federal, state and local codes together with all conditions and requirements of the City. Developer’s obligations under this Agreement shall be contingent on Development Services Department and/or Plan Commission Approval and all other required City and State approvals.
- B. **Commencement of Construction and Substantial Completion.** Developer shall commence construction of the Project no later than August 1, 2024, so that it is Substantially Completed consistent with the Project Completion requirements of Section II.C.

Development Agreement

Page 6 of 25

C. Substantial Completion. The Project shall be substantially completed no later than December 31, 2025, and subject to full Assessed Value as of January 1, 2026.

D. Failure to Commence Construction or Substantially Complete.

1. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of this Agreement, City may notify Developer of such failure.
2. Force Majeure. If Developer is delayed from achieving Substantial Completion as required in this Agreement, and as referred to in this Section, due to a Force Majeure event, the rescission and repurchase provisions of this sub-paragraph shall be postponed by the period of such delay. This paragraph is intended to be in addition to all other remedies available to the City at law or equity. This paragraph shall not apply to the dates applicable to the Property Valuation Warranties under Section II.E.

E. Project/Subject Property/Building Development Value Warranties.

1. Guaranteed Value. Developer warrants the Guaranteed Value of the Building Development as of January 1, 2026, shall be not less than Five Million Three Hundred Fifty Thousand Dollars and no/00 cents (\$5,350,000.00). This January 1, 2026, date for the Building Development to have a Total Assessed Value not less than the Guaranteed Value is not subject to Force Majeure. To that end, Developer, for itself and its

Development Agreement

Page 7 of 25

successors and/or assigns, hereby waives all right to appeal the Total Assessed Value of the Building Development, 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, and/or the assessed value of the Building Development below the Guaranteed Value for the duration of TID #10. If the Total Assessed Value of the Building Development is less than the Guaranteed Value, Developer, on behalf of itself and its successors and/or assigns, agrees that the Deficit Payment provisions of Paragraph II.E.3 (“Deficit Payment Calculation”) shall apply.

2. Property to Remain Taxable. For the duration of TID #10, Developer, on behalf of itself and/or its successors and assigns, hereby agrees that they 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 or Building Development to an entity whereby such sale or lease would cause such portion of the Project or Building Development 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

Development Agreement

Page 8 of 25

restriction in any deed conveying the Subject Property or the Building Development during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or the Building Development or any portion thereof to become tax exempt. Should the Project or Building Development nevertheless become tax exempt, Developer, for itself and its successors and/or assigns, hereby agrees that a Deficit Payment shall then be made by the owners or Developer of the Building Development in accordance with the process set out in Paragraph II.E.3 (“Deficit Payment Calculation”).

3. Deficit Payment Calculation. Calculations of any Deficit Payment required under this Agreement shall be as follows:

- a. If Total Assessed Value falls below the Guaranteed Value:

The Total Assessed Value of the Building Development shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mill-rate for all taxing jurisdictions established for each tax year for the east side of De Pere, the product of which shall be the total Deficit Payment, due and payable on or before August 31 of the year due.

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).

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

1. it is a corporation 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 respective 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

Development Agreement

Page 10 of 25

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 Building Development 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 Building Development; and
6. it grants to City a non-exclusive, irrevocable, and royalty-free license to hold and/or use the Final Plans regarding the Building Development as a template for any future City development purpose; and
7. it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City; and
8. it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in

Development Agreement

Page 11 of 25

good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) days after the filing (or the assertion) 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

9. it will take all reasonable steps to forestall claims of lien against the Subject Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Subject Property; and
10. 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 Subject Property in at least the amount of the full replacement, completed value of the improvements on the Subject Property; and
11. it will pay and discharge all taxes, assessments and other governmental charges upon the Subject Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Subject Property; and

Development Agreement

Page 12 of 25

12. it will promptly furnish to the City written notice of any litigation or threatened litigation affecting the Property or in which a judgment would reasonably be expected to have a material adverse effect on Developer's financial condition; and
13. it shall deliver to the City revised statements of estimated costs of the construction for Building Development showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer; and
14. 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
15. no litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Developer are pending or threatened, and no other event has occurred, which is reasonably expected to have, individually or collectively, a material adverse effect on Developer's financial condition; and

16. there are no delinquent outstanding real estate taxes or special assessments affecting the Subject Property; and
17. the person(s) signing this Agreement on behalf of Developer represent and warrant that 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
18. that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

G. Landscaping. Developer shall be responsible for landscaping on the Subject Property, including trees, shrubs, seeding, or sod related to the improvements.

H. 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 Building Development.

I. Laterals. Developer shall install, or have installed, all sanitary sewer and water laterals on the Subject Property, as well as connections of such laterals to new or existing sewer and water mains.

J. Storm water. Developer shall install, or have installed, all storm water drainage systems and facilities on the Subject Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

Development Agreement

Page 14 of 25

K. Erosion. Developer shall be responsible for all erosion control related to construction of all improvements on the Subject Property.

L. 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.

III. CITY OBLIGATIONS

A. Project Incentive.

1. **Developer Project Cost Reimbursement Grant (PAYGO).** City shall pay a Developer's incentive or Project Reimbursement Grant structured as a Pay as You Go ("PAYGO") incentive as Sixty-Three Percent (63%) of the annual Assessed Increment Revenue attributable to the Project, commencing with taxes assessed for 2025, payable in 2026 and continuing until a cumulative total incentive value of Three Hundred Seventy-Five Thousand dollars and no/00 cents (\$375,000.00) is reached or until the expiration of TID #10, which is anticipated to expire on August 7, 2032, whichever occurs first. If the cumulative total of the Development Incentive does not reach the \$375,000.00 threshold, then the City shall not be responsible for the remaining balance since the Developer did not incur the necessary tax expense.

The Project Reimbursement Grant is to reimburse Developer the extraordinary costs associated with Project and construction costs involved in the

Development Agreement

Page 15 of 25

Project. Provided that no Deficit Payment is due by Developer, such Project Reimbursement Grant will be paid to Developer annually no earlier than September 1st and after the Development Services Director has reviewed and verified final construction costs and confirmed all the improvements included with the site plan and Section II (f-l) have been completed and/or are in good standing, which such review shall not be unreasonably withheld or delayed.

- 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.

IV. 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

Development Agreement

Page 16 of 25

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.

V. 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:
Valley Cabinet, Inc.
845 Prosper Street
De Pere, WI 54155
2. If to City:
City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

With a copy to:
City of De Pere
Attn: City Manager
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.

Development Agreement

Page 18 of 25

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

Development Agreement

Page 19 of 25

nor does the City warrant by this Agreement that the Developer is 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 venturer 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:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2025,
by Kimberly T. Flom, City Manager and Carey E. Danen, City Clerk.

Notary Public, State of Wisconsin
My commission expires on _____

VALLEY CABINET, INC.

By:

Dean Stoller, President/Owner

Steve Mashl, Vice-President/Owner

State of Wisconsin)
 : SS
_____County)

This instrument was acknowledged before me on the _____ day of _____, 2025,
by _____ and _____ of Valley Cabinet,
Inc.

Notary Public, State of Wisconsin

My commission expires on _____.

Development Agreement

Page 23 of 25

EXHIBIT A

SUBJECT PROPERTY AND MAP

Parcel Number: #ED-F0101 (17.697 Acres)

Address: 1840 South Broadway, De Pere, Wisconsin

Legal Description:

PCL D OF 3 CSM 317 MAP 844 IN 707422 BNG PRT OF SE1/4 NW1/4 & SW1/4 NE1/4 &
PCL E OF 3 CSM 363 MAP 865 IN 709409 BNG PRT OF SE1/4 NW1/4 ALL IN SEC 34 T23N R20E
& PTR DESC IN 1ST PCL IN 1786965 & EX 1786966

Development Agreement

Page 24 of 25

EXHIBIT B
APPROVED SITE PLAN

Development Agreement

Page 25 of 25

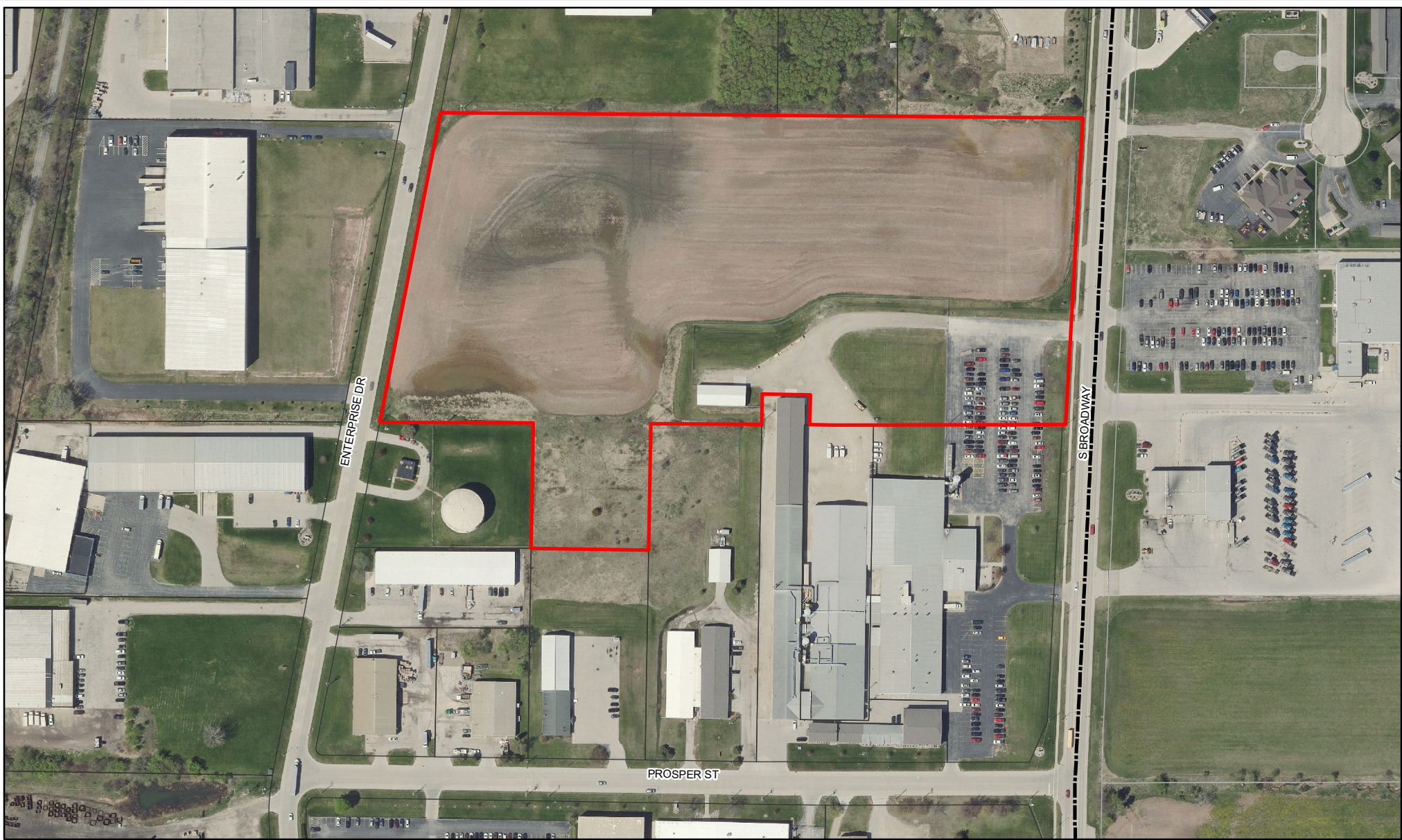


Exhibit A - SUBJECT PROPERTY AND MAP

City of De Pere

0 0.0175 0.035 0.07 0.105 0.14 0.175 Miles



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

File Path: X:\GIS\Administration\Planning\Economic Development\3_Development Projects\Park_East Industrial\6_Development Projects\Valley Cabinet

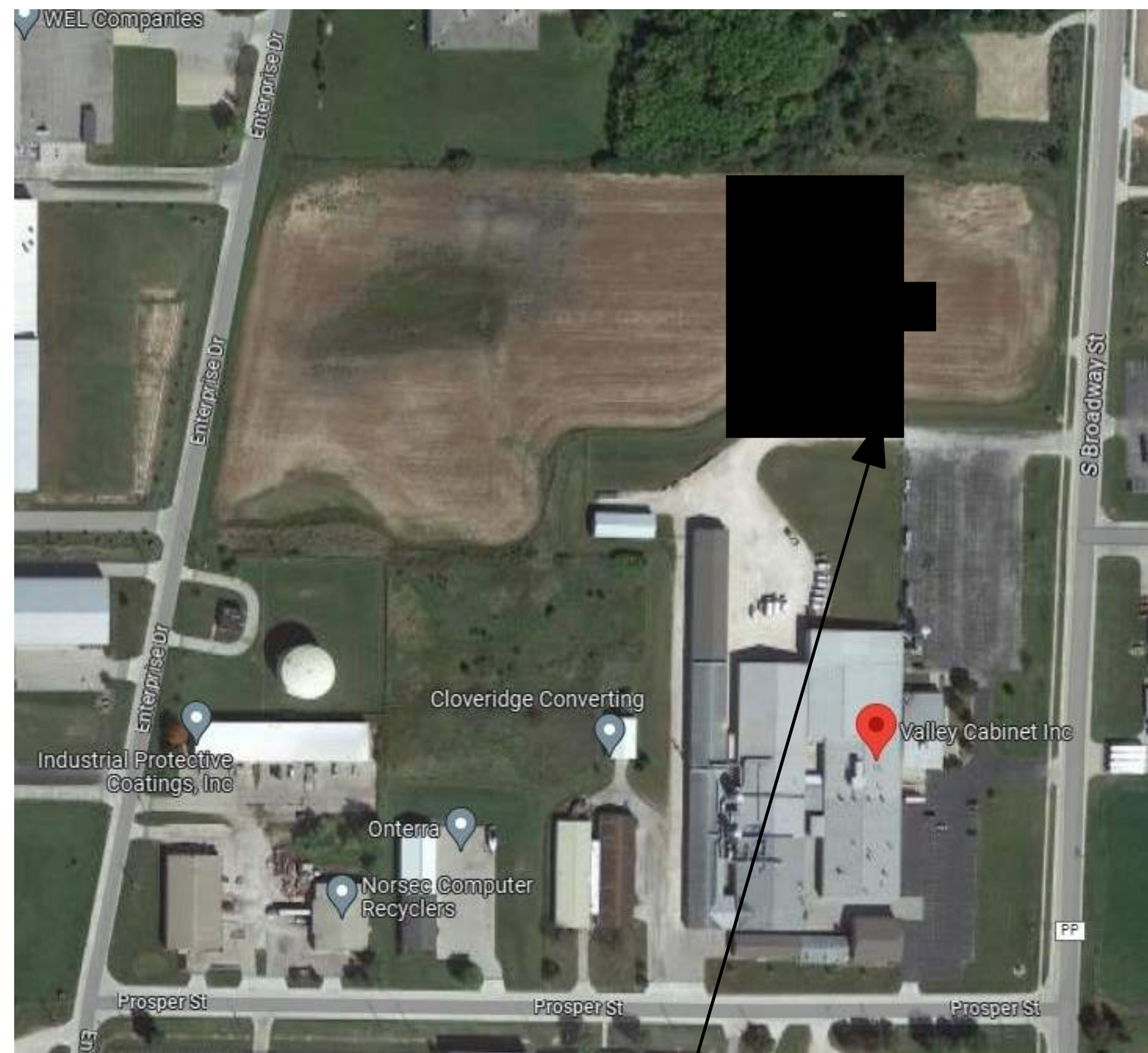
A NEW FACILITY FOR: VALLEY CABINET

1840 S. BROADWAY STREET (CTH PP), DE PERE, WI 54115

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION	PRE-PROJECT INFORMATION RELEASED OCTOBER 27, 2023	ISSUED FOR BID RELEASED OCTOBER 25, 2023	ADDENDUM A RELEASED NOVEMBER 3, 2023	ADDENDUM B RELEASED NOVEMBER 10, 2023	ADDENDUM C RELEASED NOVEMBER 14, 2023	ADDENDUM D RELEASED MARCH 15, 2024	ISSUED FOR DSRS REVIEW RELEASED APRIL 12, 2024	ISSUED FOR CITY SITE PLAN REVIEW RELEASED APRIL 16, 2024	ISSUED FOR CITY SUBMITTAL RELEASED MAY 1, 2024	CONSTRUCTION BULLETIN #X RELEASED XXXXXXXX
GENERAL											
A001	TITLE SHEET	X	X	X	X	X	X	X	X	X	X
CIVIL											
C101	ABBREVIATIONS, SYMBOLS & NOTES			X				X	X	X	
C102	EXISTING CONDITIONS & DEMOLITION PLAN			X				X	X	X	
C103	EXISTING CONDITIONS & DEMOLITION PLAN	X	X	X	X			X	X	X	
C104	PROPOSED SITE PLAN							X	X	X	
C105	PROPOSED SITE PLAN							X	X	X	
C106	GRADING PLAN			X	X			X	X	X	
C107	UTILITY PLAN							X	X	X	
C108	UTILITY PLAN			X	X			X	X	X	
C109	EROSION CONTROL PLAN			X	X			X	X	X	
C110	EROSION CONTROL PLAN			X	X			X	X	X	
C111	EROSION CONTROL NOTES			X				X	X	X	
C112	EROSION CONTROL DETAILS			X	X			X	X	X	
C113	MISCELLANEOUS DETAILS			X				X	X	X	
C114	MISCELLANEOUS DETAILS			X				X	X	X	
C115	MISCELLANEOUS DETAILS			X				X	X	X	
C116	LANDSCAPE PLAN							X	X	X	
ARCHITECTURAL											
A002	WALL SCHEDULE, ABBREVIATIONS & SYMBOL LEGEND	X	X				X	X			
A011	LIFE SAFETY NOTES			X							
A012	LIFE SAFETY PLAN	X	X	X		X	X	X			X
A013	ENLARGED LIFE SAFETY PLAN	X	X			X		X			
A211	FIRST FLOOR PLAN	X	X	X		X		X	X		X
A212	EQUIPMENT PLAN	X	X	X		X		X			X
A213	OVERALL FIRST FLOOR PLAN - HIGH BAY	X	X			X		X			X
A214	ENLARGED FLOOR PLANS	X	X	X		X		X			
A215	ENLARGED FLOOR PLAN	X	X			X		X			X
A216	ENLARGED OFFICE FLOOR PLAN	X	X			X	X	X	X		
A217	OFFICE FURNISHINGS AND EQUIPMENT PLAN	X	X			X	X	X			
A218	ENLARGED EQUIPMENT SCREEN PLANS AND SECTIONS	X	X			X	X	X	X		
A231	ROOF PLAN	X	X		X	X	X	X			X
A241	FINISH PLAN	X	X	X		X	X	X			X
A242	ENLARGED FINISH PLANS	X	X			X	X	X			
A271	REFLECTED CEILING PLAN	X	X			X	X	X			
A291	DOOR SCHEDULE & DOOR ELEVATIONS	X	X			X	X	X			
A292	WINDOW ELEVATIONS AND DETAILS	X	X			X	X	X			
A301	EXTERIOR ELEVATIONS	X	X	X		X	X	X	X		X
A302	ENLARGED OFFICE EXTERIOR MATERIAL ELEVATIONS	X	X			X	X	X	X		
A311	BUILDING SECTIONS	X	X			X	X	X			X
A312	BUILDING SECTIONS	X	X			X	X	X			
A313	BUILDING SECTIONS	X	X			X	X	X			
A314	BUILDING SECTIONS	X	X			X	X	X			
A315	BUILDING SECTIONS	X	X			X	X	X			
A351	WALL SECTIONS	X	X			X	X	X			
A352	WALL SECTIONS	X	X	X		X	X	X			
A353	WALL SECTIONS	X	X			X	X	X			
A354	WALL SECTIONS	X	X			X	X	X			
A355	WALL SECTIONS	X	X			X	X	X			
A356	WALL SECTIONS	X	X			X	X	X			
A411	ENLARGED RESTROOM PLANS & ELEVATIONS	X	X			X	X	X			
A511	INTERIOR ELEVATIONS	X	X			X	X	X			
A711	STAIR SECTIONS & DETAILS	X	X			X	X	X			
A811	EXTERIOR DETAILS	X	X			X	X	X			
A812	EXTERIOR DETAILS	X	X			X	X	X			
A911	INTERIOR DETAILS	X	X			X	X	X			
STRUCTURAL											
S001	STRUCTURAL SPECIFICATIONS	X	X	X				X			
S002	STRUCTURAL SCHEDULES	X	X	X				X			
S003	OFFICE ANCHOR BOLT PLAN	X	X			X		X			
S004	SNOW DRIFT PLAN	X	X			X		X			
S111	OVERALL FOUNDATION PLAN	X	X			X	X	X			
S112	OVERALL ROOF FRAMING PLAN	X	X			X	X	X			
S201	ENLARGED FOUNDATION PLAN	X	X	X		X	X	X			
S202	ENLARGED FOUNDATION PLAN	X	X	X	X	X	X	X			
S203	ENLARGED OFFICE FOUNDATION PLAN	X	X			X	X	X			
S211	CANOPY FRAMING PLAN AND STORM SHELTER FRAMING PLAN	X	X	X		X	X	X			
S221	ENLARGED OFFICE ROOF FRAMING PLAN	X	X	X		X	X	X			
S301	COLUMN LINE ELEVATIONS	X	X			X	X	X			
S302	EQUIPMENT SCREEN ELEVATIONS					X	X	X			
S311	BRACING DETAILS	X	X			X	X	X			
S401	FOUNDATION DETAILS	X	X			X	X	X			
S402	FOUNDATION DETAILS	X	X			X	X	X			
S403	FOUNDATION DETAILS	X	X	X		X	X	X			
S404	TOP OF PIER DETAILS										
S501	FRAMING DETAILS	X	X					X			
S502	FRAMING DETAILS	X	X	X		X	X	X			
S503	FRAMING DETAILS	X	X	X		X	X	X			
S601	MASONRY DETAILS	X	X	X				X			
S801	STAIR FRAMING PLAN	X	X	X	X	X	X	X			
S802	STAIR FRAMING DETAILS	X	X	X	X	X	X	X			

PROJECT LOCATION MAP



PROJECT LOCATION

1840 S. BROADWAY STREET (CTH PP),
DE PERE, WI 54115

DESIGN TEAM

ARCHITECTURAL

McMAHON
1445 McMAHON DRIVE
NEENAH, WI 54956
(920) 751-4200
PROJECT MANAGER: MICHAEL MARTIN
E-MAIL: MMARTIN@MCMGRP.COM

STRUCTURAL

McMAHON
1445 McMAHON DRIVE
NEENAH, WI 54956
(920) 751-4200
PROJECT MANAGER: SPENCER KOCKEN
E-MAIL: SKOCKEN@MCMGRP.COM

CIVIL

McMAHON
1445 McMAHON DRIVE
NEENAH, WI 54956
(920) 751-4200
PROJECT MANAGER: MICHAEL KOHLBECK
E-MAIL: MKOHLBECK@MCMGRP.COM

**MECHANICAL, ELECTRICAL, AND
PLUMBING DESIGN AND
INSTALLATION IS DESIGN/ BUILD**

IMPORTANT NOTICE: THE DRAWINGS AND THE SPECIFICATIONS TOGETHER REPRESENT THE CONSTRUCTION DOCUMENTS, AND AS SUCH, MUST BE USED TOGETHER AS THE BASIS OF DESIGN. THE CONTRACTOR IS SPECIFICALLY INSTRUCTED NOT TO LIMIT THEIR UNDERSTANDING OF THE SCOPE OF THIS PROJECT BASED UPON THE SPECIFICATIONS INDEX. THE CONTRACTOR IS RESPONSIBLE TO REVIEW ALL INFORMATION IN BOTH THE DRAWINGS AND SPECIFICATIONS, AND IS THEREFORE, REQUIRED TO PROVIDE ALL DEFINED, AND REASONABLY IMPLIED, SCOPE OF WORK NO MATTER WHERE IT APPEARS IN THE CONSTRUCTION DOCUMENTS. IN ADDITION, THE CONTRACTOR IS TO REVIEW ANY FORMALLY PROVIDED MODIFICATIONS, CLARIFICATIONS, ADDENDUMS AND/OR OTHER INFORMATION AND INCORPORATE THAT INFORMATION INTO THE CONTRACTOR'S UNDERSTANDING OF THE SCOPE OF THE PROJECT.

05/24/24 CITY SITE PLAN SUBMITTAL SET

A NEW FACILITY FOR:

1840 S. BROADWAY STREET (CTH PP), DE PERE, WI 54115

VALLEY CABINET

TITLE SHEET

DESIGNED
MAM

DRAWN
BKB

PROJECT NO.
V1065-062300111

DATE
APRIL 16, 2024

SHEET NO.

A001

McMahon Associates, Inc. provides the drawings and data, regardless of form, as instruments of service. All rights including copyright are reserved by McMahon Associates, Inc. The client and/or recipient of these drawings and data agrees to indemnify and hold McMahon Associates, Inc. harmless for any reuse of these drawings and data without prior written consent by McMahon Associates, Inc.

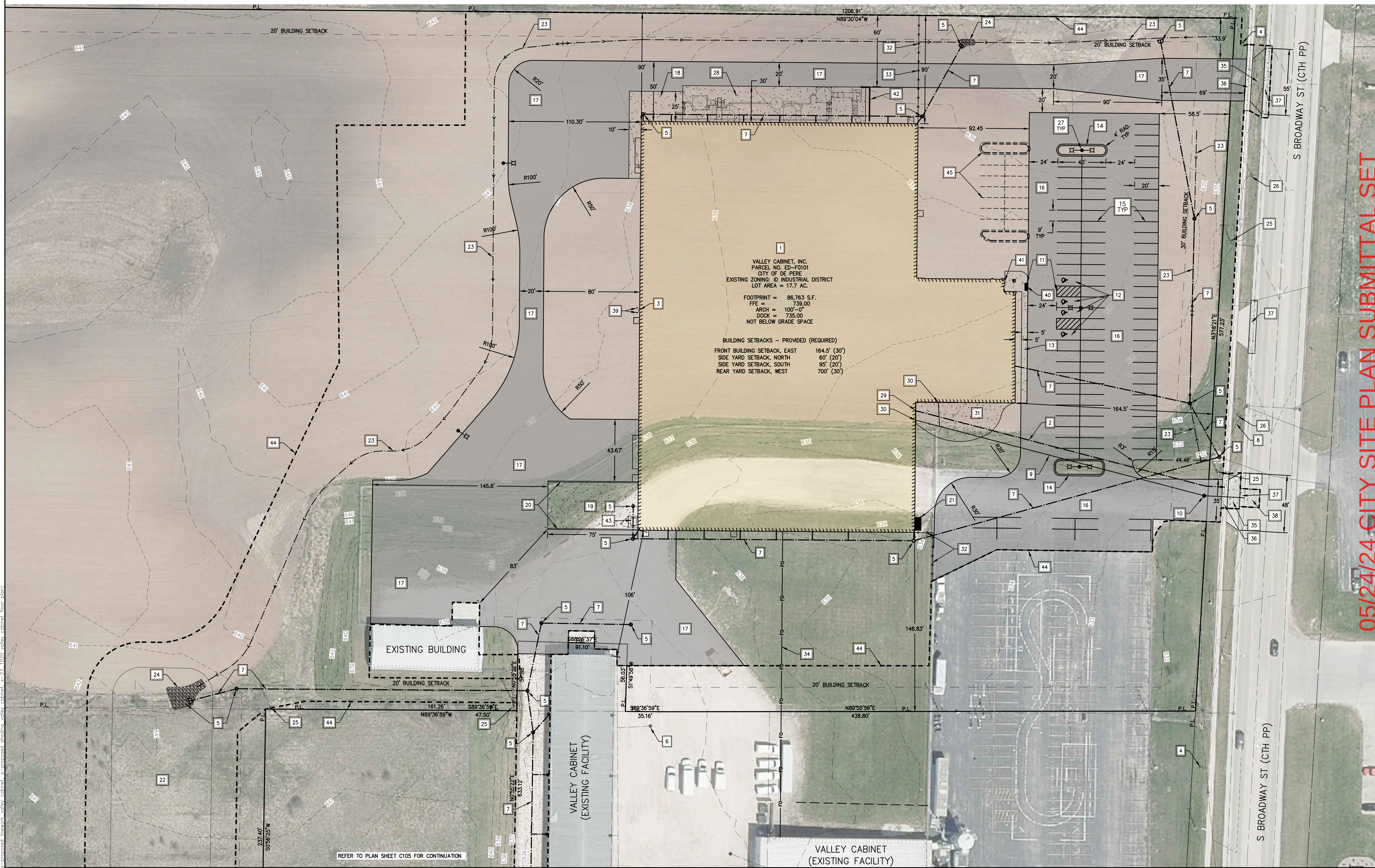
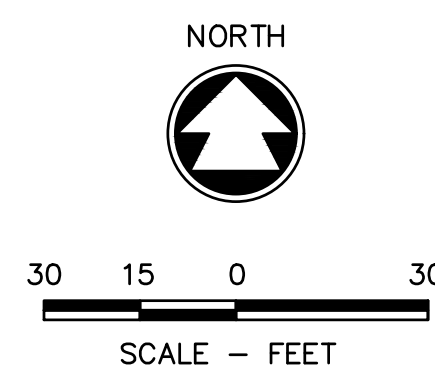
McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE
NEENAH, WI 54956
P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284
www.mcmgrp.com

SITE PLAN KEY NOTES:

- | | | | |
|--|--|--|--|
| 1. PROPOSED BUILDING
REFER TO ARCHITECTURAL AND STRUCTURAL PLANS
FOR ADDITIONAL INFORMATION. | 9. SANITARY SEWER PIPE
REFER TO UTILITY PLAN. | 16. ASPHALT PAVEMENT (STANDARD DUTY)
REFER TO CONSTRUCTION DETAILS. | 23. DRAINAGE SWALE
REFER TO GRADING PLAN. |
| 2. WATER MAIN PIPE
REFER TO UTILITY PLAN. | 10. SANITARY SEWER STRUCTURE.
REFER TO UTILITY PLAN. | 17. ASPHALT PAVEMENT (HEAVY DUTY)
REFER TO CONSTRUCTION DETAILS. | 24. MEDIUM RIPRAP
REFER TO GRADING PLAN AND DETAILS. |
| 3. WALL HYDRANT
(PROVIDED BY FIRE PROTECTION CONTRACTOR) | 11. ADA ACCESSIBLE ROUTE.
FINAL PAVING SLOPE NOT EXCEEDING 1:50 TYPICAL. | 18. 8" CONCRETE PAVEMENT
REFER TO CONSTRUCTION DETAILS. | 25. EXISTING POWER POLE |
| 4. EXISTING HYDRANT | 12. ADA ACCESSIBLE PARKING STALLS
ADA ACCESSIBLE PARKING STALL SIGNS/BOLLARDS
REQUIRED. REFER TO CONSTRUCTION DETAILS. | 19. LOADING DOCKS.
REFER TO ARCHITECTURAL AND STRUCTURAL PLANS. | 26. EXISTING LIGHT POLE |
| 5. STORM SEWER STRUCTURE
REFER TO UTILITY PLAN. | 13. CURB FACED CONCRETE SIDEWALK
REFER TO CONSTRUCTION DETAILS. | 20. LOADING DOCK RETAINING WALLS.
REFER TO STRUCTURAL PLANS. | 27. LIGHT POLE
REFER TO ELECTRICAL PLANS. |
| 6. EXISTING STORM SEWER STRUCTURE | 14. 18-INCH CONCRETE CURB & GUTTER
REFER TO CONSTRUCTION DETAILS. | 21. STAIRS.
REFER TO ARCHITECTURAL AND STRUCTURAL PLANS. | 28. DUST COLLECTION SYSTEM/CONCRETE PAD
REFER TO ARCHITECTURAL PLANS. |
| 7. STORM SEWER PIPE.
REFER TO UTILITY PLAN. | 15. 4" PAINT STRIPE (YELLOW) | 22. STORMWATER DRY POND.
REFER TO GRADING PLAN. | 29. WATER SERVICE CONNECTION POINT AND
FIRE DEPARTMENT CONNECTION |
| 8. EXISTING STORM SEWER | | | 30. SANITARY SEWER SERVICE CONNECTION POINT |

SITE PLAN NOTES:

- REFER TO PLAN SHEET C101 FOR ADDITIONAL PARCEL DATA AND PROJECT INFORMATION
- ALL WORK WITHIN THE PUBLIC RIGHT OF WAY REQUIRES A SEPARATE PERMIT FROM THE DEPARTMENT OF PUBLIC WORKS
- ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL BE COMPLETED IN ACCORDANCE WITH THE CURRENT EDITION OF THE CITY OF DE PERE DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS.
- THERE IS NOISE GENERATING EQUIPMENT ON THE EXTERIOR OF THE BUILDING. IF THE CITY RECEIVES NOISE COMPLAINTS AND IF THERE IS A DOCUMENTED EXCEEDANCE OF THE NOISE ORDINANCE (MUNICIPAL CODE CHAPTER 146), THE PROPERTY OWNER MAY BE REQUIRED TO INSTALL NOISE ATTENUATION DEVICES TO LESS THE SOUND TO BE AT OR BELOW MAXIMUM LEVELS.



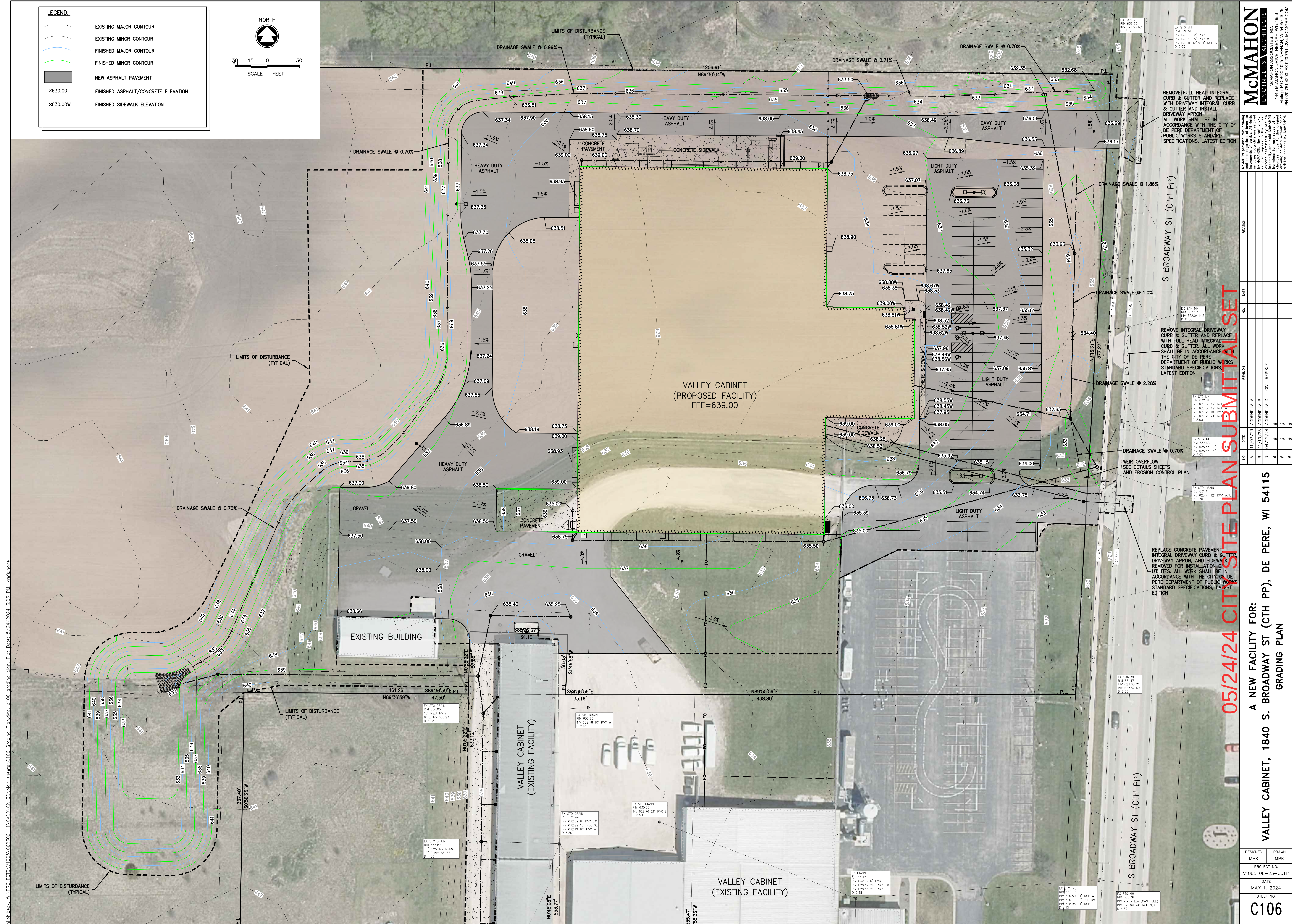
05/24/24 CITY SITE PLAN SUBMITTAL SET

VALLEY CABINET, 1840 S. BROADWAY ST (CTH PP), DE PERE, WI 54115

DESIGNED MPK	DRAWN MPK
PROJECT NO. V1065 06-23-00111	
DATE MAY 1, 2024	
SHEET NO. C104	

McMAHON
ENGINEERS / ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 MCMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM



McMAHON
ENGINEERS ARCHITECTS
1445 McMAHON DRIVE NEENAH, WI 54956
PH 920.751.4200 FAX 920.751.4204 MCMGRP.COM

REMOVED FULL HEAD INTEGRAL CURB & GUTTER AND REPLACE WITH DRIVEWAY INTEGRAL CURB & GUTTER AND INSTALL DRIVEWAY APRON. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS, LATEST EDITION.

REMOVED INTEGRAL DRIVEWAY CURB & GUTTER AND REPLACE WITH FULL HEAD INTEGRAL CURB & GUTTER. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS, LATEST EDITION.

REMOVED INTEGRAL DRIVEWAY CURB & GUTTER AND REPLACE WITH FULL HEAD INTEGRAL CURB & GUTTER. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS, LATEST EDITION.

REMOVED INTEGRAL DRIVEWAY CURB & GUTTER AND REPLACE WITH FULL HEAD INTEGRAL CURB & GUTTER. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS, LATEST EDITION.

REMOVED INTEGRAL DRIVEWAY CURB & GUTTER AND REPLACE WITH FULL HEAD INTEGRAL CURB & GUTTER. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS, LATEST EDITION.

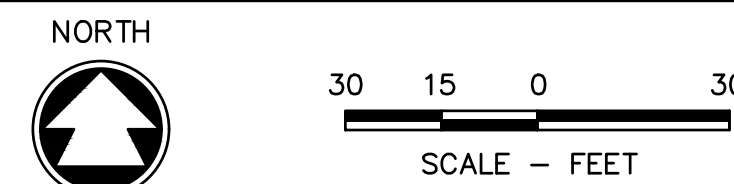
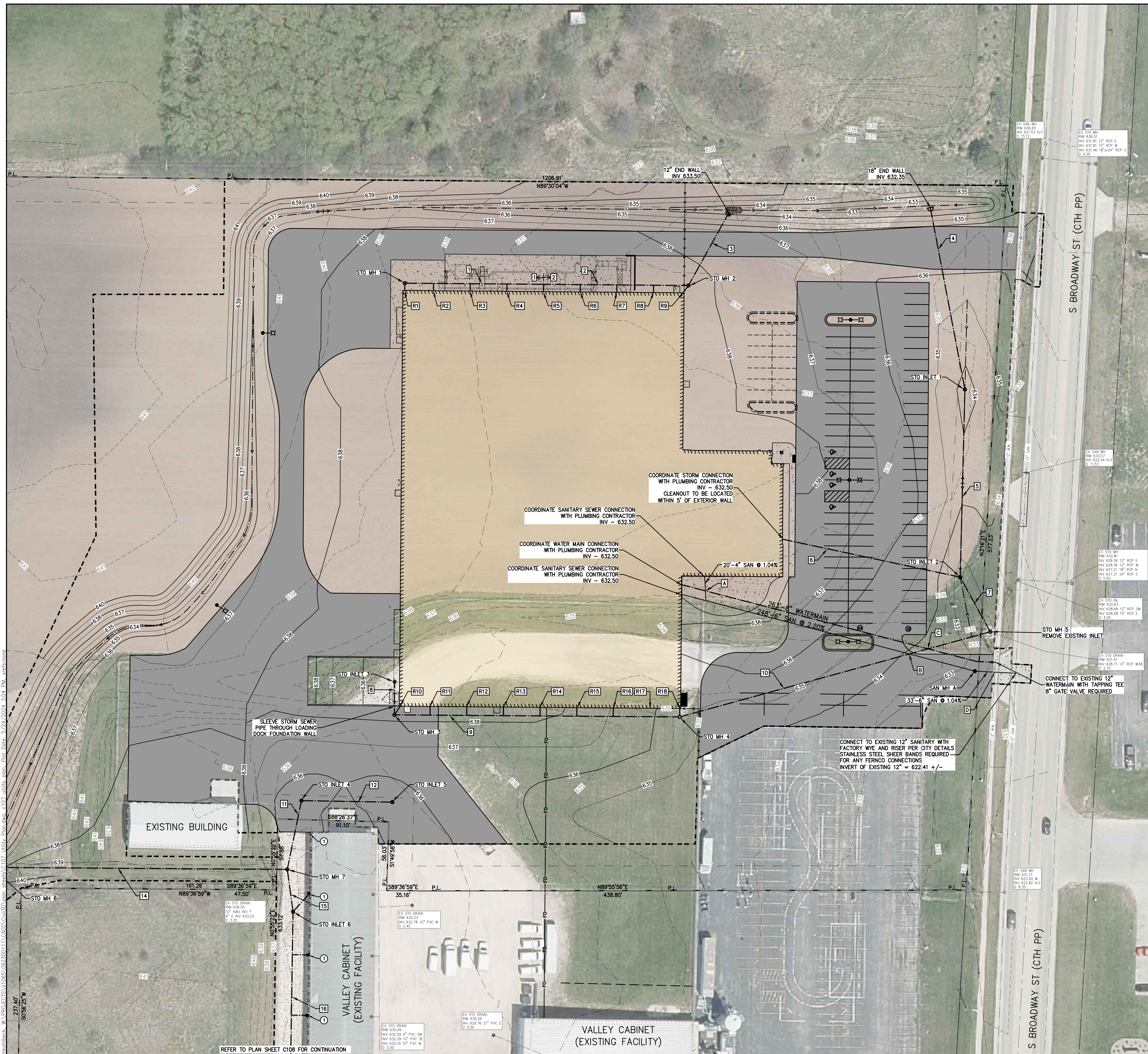
REMOVED INTEGRAL DRIVEWAY CURB & GUTTER AND REPLACE WITH FULL HEAD INTEGRAL CURB & GUTTER. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS, LATEST EDITION.

REMOVED INTEGRAL DRIVEWAY CURB & GUTTER AND REPLACE WITH FULL HEAD INTEGRAL CURB & GUTTER. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS, LATEST EDITION.

REMOVED INTEGRAL DRIVEWAY CURB & GUTTER AND REPLACE WITH FULL HEAD INTEGRAL CURB & GUTTER. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS, LATEST EDITION.

REMOVED INTEGRAL DRIVEWAY CURB & GUTTER AND REPLACE WITH FULL HEAD INTEGRAL CURB & GUTTER. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS, LATEST EDITION.

A NEW FACILITY FOR:	
VALLEY CABINET, 1840 S. BROADWAY ST (CTH PP), DE PERE, WI 54115	
GRADING PLAN	
DESIGNED MPK	DRAWN MPK
PROJECT NO. V1065 06-23-00111	
DATE MAY 1, 2024	
SHEET NO. C106	



GENERAL UTILITY NOTES:

1. ALL WORK RELATED TO THE SITE STORM SEWER, SITE WATERMAIN AND SITE SANITARY SEWER SHALL BE COMPLETED IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES (DPS) CHAPTER SP3 382.
2. ALL SITE UTILITIES TO INCLUDE TRACER WRE.
3. ALL WORK RELATED TO WATERMAIN AND SANITARY SEWER CONNECTIONS TO CITY MAINS IN S. BROADWAY ST. SHALL BE COMPLETED IN ACCORDANCE WITH CITY OF DE PERE DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS, LATEST EDITION.
4. INSTALL BENDS OR DEFLECT JOINTS ON WATER SYSTEM TO MAINTAIN ALIGNMENT SHOWN.
5. COORDINATE WATER SERVICE, SANITARY SEWER AND STORM SEWER ENTRANCES INTO BUILDING STRUCTURE WITH PLUMBING CONTRACTOR.
6. CONTRACTOR SHALL USE PVC SDR 35 FOR ALL SANITARY SEWER.
7. CONTRACTOR SHALL USE PVC AWWA C900 DR18 FOR ALL PROPOSED PRIVATE WATER MAIN.
8. WATERMAIN SHALL BE INSTALLED WITH MINIMUM 7.0' COVER FROM FINISHED SURFACE
9. PRIVATE WALL FIRE HYDRANT SHALL BE PAINTED RED
10. ANY EXCAVATION WITHIN THE CITY RIGHT-OF-WAY SHALL REQUIRE AN EXCAVATION PERMIT SUBMITTED TO THE CITY OF DE PERE DEPARTMENT OF PUBLIC WORKS. PERMITS CAN BE OBTAINED BY CALLING 920-339-4061. REQUIRED PERMIT IS THE RESPONSIBILITY OF THE CONTRACTOR.
11. ANY EXCAVATION WITHIN THE TRAVEL LANE OF S. BROADWAY STREET (Cth PP) SHALL REQUIRE A PERMIT WITH THE BROWN COUNTY HIGHWAY DEPARTMENT (920) 492-4925. REQUIRED PERMIT IS THE RESPONSIBILITY OF THE CONTRACTOR.
12. THE WATER DEPARTMENT SHALL BE PRESENT WHEN TAPPING THE WATER MAIN FOR THE WATER SERVICE. CONTRACTOR SHALL SCHEDULE THE WATER TAP ONE WEEK IN ADVANCE BY CALLING 920-339-4063.

SANITARY MANHOLES				
STRUCTURE #	DIAMETER	RIM	DEPTH	INVERT
MH A	48"	632.95	6.00	NW 627.05 6"
				E 626.95 6"

STORM MANHOLE					
STRUCTURE #	DIAMETER	RIM	DEPTH	INVERT	PIPE ID
STO MH 1	48"	638.90	3.90	S 635.00 8"	R1
				E 635.00 12"	1
STO MH 2	48"	638.52	4.58	SW 633.94 12"	2
				SW 634.92 8"	R9
				NE 633.94 12"	3
STO MH 3	48"	638.30	6.19	N 632.11 8"	8
				SE 634.95 8"	R10
				E 632.11 12"	9
STO MH 4	48"	635.5	4.90	N 631.50 8"	R18
				W 630.60 12"	9
				NE 630.60 12"	10
STO MH 5	48"	633.35	4.64	NW 628.71 12"	7
				SW 628.71 12"	10
				NE 628.71 12"	EXISTING
STO MH 6	36"	637.00	5.20	SW 631.80 12"	12
				E 631.80 12"	14
STO MH 7	48"	636.25	5.17	W 631.08 12"	14
				N 631.08 12"	11
				S 631.08 12"	15

ALL STRUCTURES SHALL HAVE A MINIMUM DEPTH OF 4- FEET
REFER TO CONSTRUCTION DETAILS.

STORM INLETS					
STRUCTURE #	DIMENSIONS	RIM FLOWLINE	DEPTH	INVERT	PIPE ID
STO INLET 1	36" ROUND	633.63	4.00	N 629.63 18"	4
				S 629.63 18"	5
STO INLET 2	48" ROUND	632.65	3.71	N 628.94 12"	5
				W 628.94 12"	6
STO INLET 3	30" ROUND	634.96	2.71	SE 628.94 12"	7
				S 632.25 8"	8
STO INLET 4	36" ROUND	635.40	4.21	S 631.19 12"	11
				E 631.19 12"	12
STO INLET 5	36" ROUND	635.25	3.91	W 631.34 12"	12
				N 630.92 18"	15
STO INLET 6	36" ROUND	635.50	4.58	S 630.92 18"	16
				N 630.37 18"	16
STO INLET 7	36" ROUND	635.40	5.03	S 630.37 18"	17
				N 629.73 18"	17
STO INLET 8	36" ROUND	635.40	5.67	S 629.73 18"	18
				N 628.99 18"	18
STO INLET 9	36" ROUND	635.40	6.41	S 628.99 18"	19
				N 628.43 18"	19
STO INLET 10	36" ROUND	635.06	6.63	N 628.43 18"	20
				S 628.43 18"	20

ALL STRUCTURES SHALL BE A MINIMUM DEPTH OF 4- FEET.
REFER TO CONSTRUCTION DETAILS.

STORM PIPES						
PIPE ID	SIZE	MATERIAL	LENGTH (L.F.)	SLOPE	DOWN STREAM INVERT	UP STREAM INVERT
2	12"	HDPE	114	0.30%	634.65	633.00
2	12"	HDPE	118	0.60%	633.54	633.65
3	12"	HDPE	66	0.65%	633.90	633.94
18	18"	HDPE	149	1.00%	629.63	629.63
5	18"	HDPE	153	0.45%	628.94	629.63
6	8"	HDPE	148	2.41%	632.44	632.50
7	12"	HDPE	51	0.45%	628.71	628.94
8	8"	HDPE	26	0.52%	632.11	632.25
9	12"	HDPE	233	0.65%	630.60	632.11
10	12"	HDPE	261	0.72%	628.71	633.61
11	12"	HDPE	52	0.30%	631.08	631.08
12	12"	HDPE	74	0.20%	631.19	631.34
13	12"	HDPE	38	0.34%	631.80	631.94
14	12"	HDPE	241	0.30%	631.08	631.80
15	18"	PVC	35	0.46%	630.92	631.08
16	18"	PVC	119	0.46%	630.37	630.92
17	18"	PVC	139	0.46%	629.73	630.37
18	18"	PVC	161	0.46%	629.09	629.73
19	18"	PVC	122	0.46%	628.43	628.99
20	18"	PVC	132	0.46%	627.82	628.43

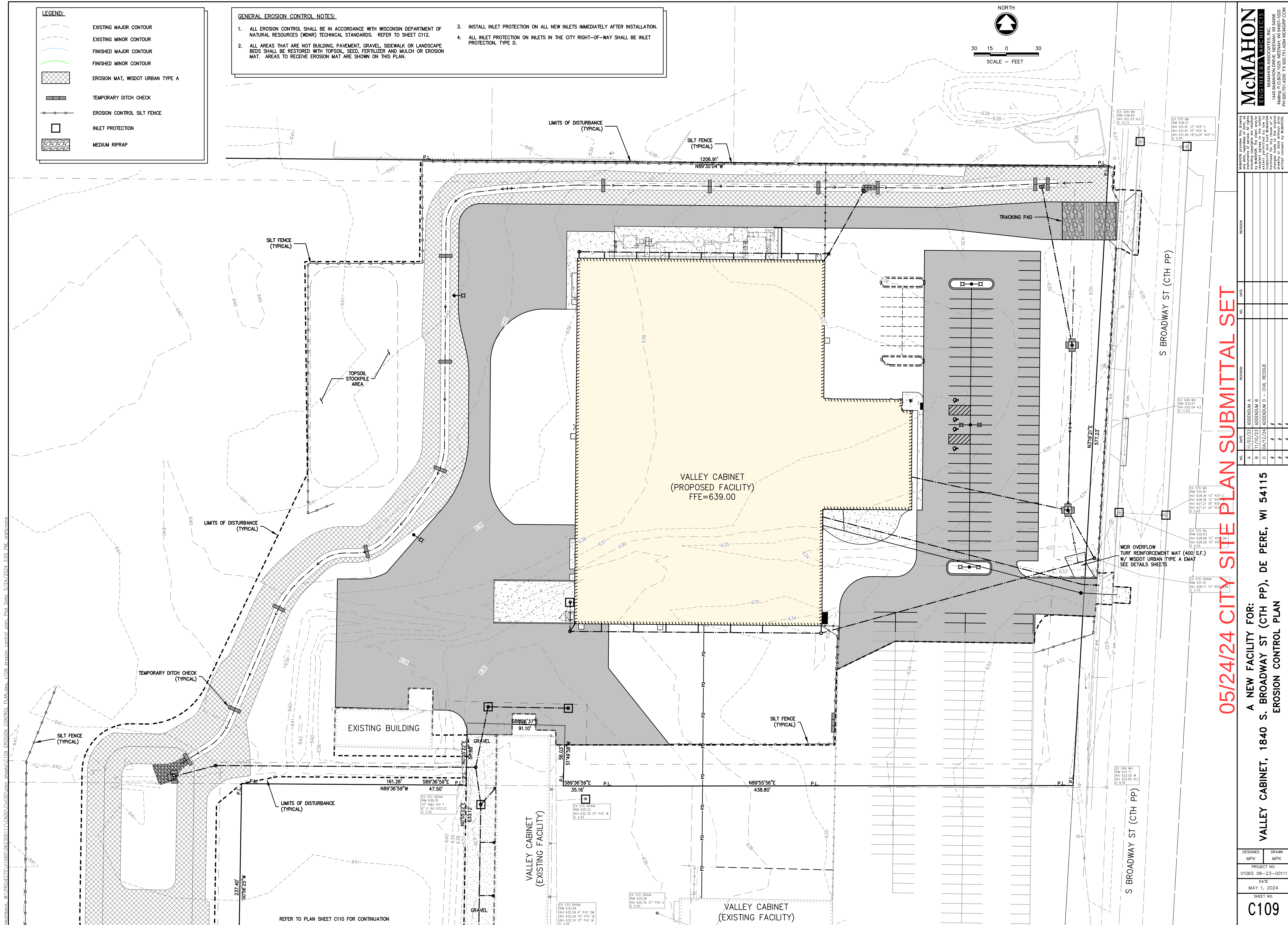
ALL PIPES FOR DOWNSPOUT CONNECTIONS WITH "R" DESIGNATION
ARE 8" AT A MINIMUM SLOPE OF 0.52%
IF PIPES FOR DOWNSPOUT CONNECTIONS DO NOT TIE DIRECTLY INTO
A MANHOLE, CONNECT TO STORM SEWER PIPE WITH A FACTORY WYE

PIPE CROSSINGS				
CROSSING	TOP OF WM	BOTTOM OF STO	TOP OF SAN	BOTTOM OF SAN
A	630.80			632.30
B		629.04	628.81	
C	626.72	628.93		

D	CONTRACTOR TO VERIFY DEPTH OF EXISTING WATER MAIN INSTALL SANITARY SEWER EITHER 12" BELOW EXISTING WATERMAIN OR 18" ABOVE EXISTING WATER MAIN
---	---

- ① ALL EXISTING DOWNSPOUTS FROM THE EXISTING BUILDING TO BE CONNECTED TO THE NEW 18" STORM SEWER. IF PIPES FOR THE DOWNSPOUT CONNECTIONS CANNOT BE TIED INTO A STORM MANHOLE OR INLET CONNECT TO THE 18" STORM SEWER WITH A FACTOR WYE. USE REDUCERS AS REQUIRED.

\\msbbs01\proj\11065\062300111\0400\civil\3d\plan_area\c109_erosion_control_plan.dwg, c:\09_erosion_control_plan, Plot Date: 5/24/2024 3:05 PM, xref: none



McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
PH 920.751.4200 FAX 920.751.4204 mcmahon.com

DESIGNED BY: MPK

DRAWN BY: MPK

PROJECT NO: V1065-06-23-00111

DATE: MAY 1, 2024

SHEET NO: C109

05/24/24 CITY SITE PLAN SUBMITTAL SET

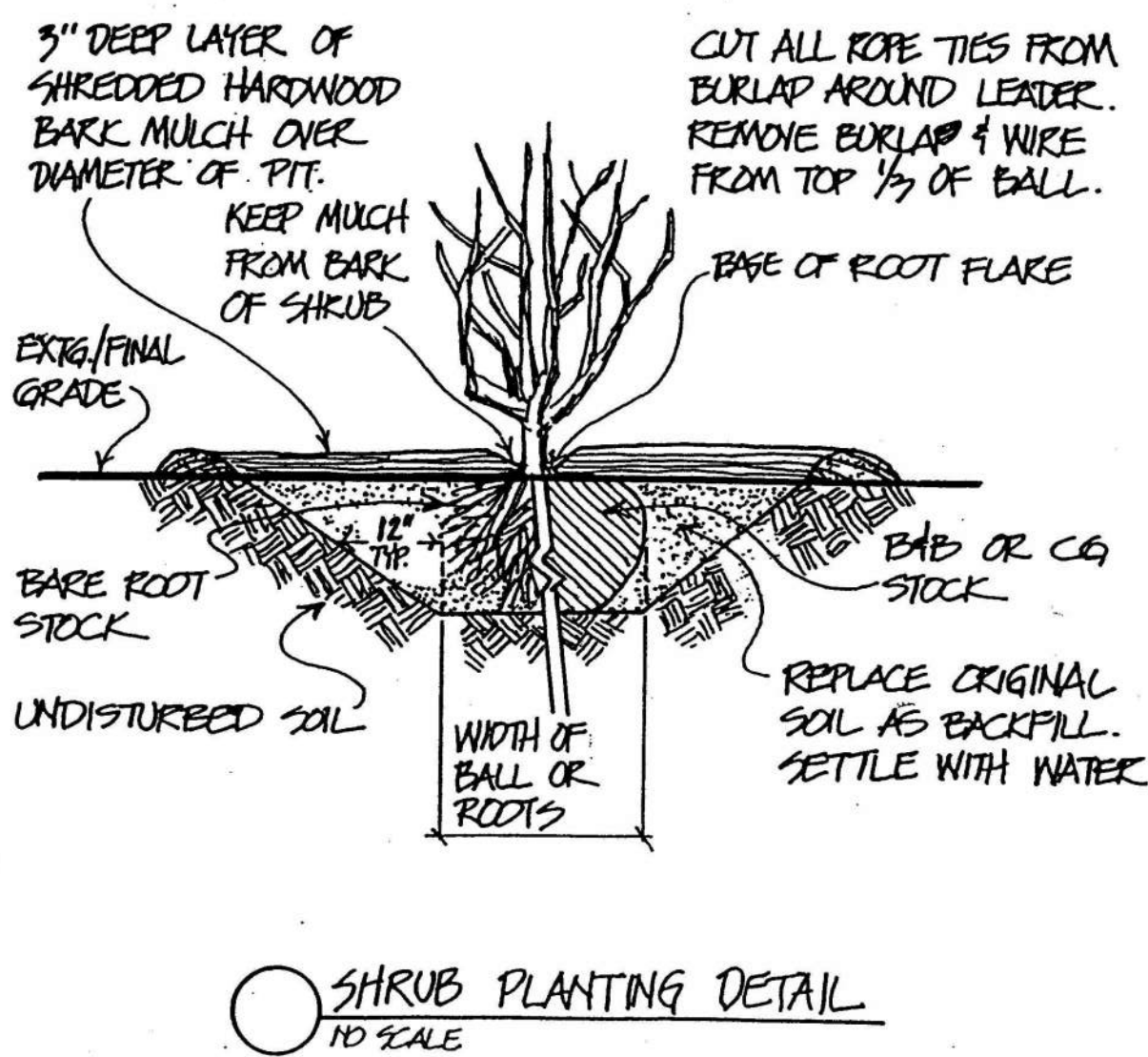
A NEW FACILITY FOR:
VALLEY CABINET, 1840 S. BROADWAY ST (CTH PP), DE PERE, WI 54115
EROSION CONTROL PLAN

NO.	DATE	REVISION
A	11/03/23	ADDENDUM A
B	11/10/23	ADDENDUM B
C	04/12/24	ADDENDUM C - CIVIL RESSUE
D		ADDENDUM D - CIVIL RESSUE

McMAHON ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
PH 920.751.4200 FAX 920.751.4204 mcmahon.com

NO.	DATE	REVISION
A	11/03/23	ADDENDUM A
B	11/10/23	ADDENDUM B
C	04/12/24	ADDENDUM C - CIVIL RESSUE
D		ADDENDUM D - CIVIL RESSUE

- T=TREES; S=SHRUB; E=EVERGREEN; B=BALLED IN BURLAP; B.R.=BARE ROOT; P=POTTED; T.S.= TREE SPADE.
- 2) THE LAYOUT OF THE PLANTING AND LOCATION OF PLANT HOLES OR BEDS SHALL BE STAKED BY THE CONTRACTOR SUBJECT TO ENGINEER/ ARCHITECTS APPROVAL.
- 3) ALL PLANTING AREAS TO BE FREE OF WEEDS AND GRASS, TREATED WITH A NON-LEACHING PRE-EMERGENT HERBICIDE, PREEN OR EQUAL, PER MANUFACTURER'S SPECIFICATIONS AND COVERED WITH TYPAR 3301 OR SUPAC 2P AND THEN WITH 3-4" ¾" DIAMETER WASHED MISSISSIPPI STONE MULCH (MATCH EXISTING), FREE OF WEEDS AND DISEASE. THE BARK SHALL BE RAKED TO PRODUCE A UNIFORM TEXTURE. SUBMIT SAMPLES OF HERBICIDE, AND MULCH TO ENGINEER/ARCHITECT FOR APPROVAL. ON DAY OF INSTALLATION WATER HERBICIDE TO ACTIVATE IF NECESSARY.
- 4) SEE THIS PAGE FOR PLANTING AND STAKING DETAILS.
- 5) AREAS TO BE PAVED, SEEDED, AND BEDDED ARE INDICATED ON THE PLANS.
- 6) PLANT QUANTITIES INDICATED ON THE PLAN RULE OVER QUANTITIES ON THE PLANTS LIST.
- 7) CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO DIGGING PITS FOR NEW TREES.
- 8) ALL PLANTS TO BE SIZED AND GRADED AS RECOMMENDED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. IN THE USA STANDARD FOR NURSERY STOCK.
- 9) PLANT SUBSTITUTIONS PERMISSIBLE WITH ENGINEER/ARCHITECT AND CITY APPROVAL AND WRITTEN NOTIFICATION PRIOR TO INSTALLATION.
- 10) PLASTIC OR METAL POTS TO BE REMOVED. SCORE ROOTBALL 1" DEEP WITH SHARP KNIFE. REMOVE TOP PORTION OF FIBER POT THAT EXTENDS ABOVE FINISH GRADE AND CUT SIDES OF POT TO AID IN DECOMPOSITION.
- 11) ALL LAWN AREAS TO BE SEEDED, FERTILIZED AND MULCHED WITH CHOPPED STRAW. MULCH IS TO BE CRIMPED AND SHOULD CONFORM TO DNR TECHNICAL STANDARDS 1058.1 AND 1059. SEE EROSION CONTROL PLAN FOR EROSION MAT AND SPECIAL RESTORATION INFORMATION.
- 12) MATURE SHADE TREES SHOULD BE LINED UP TO PROVIDE A SEVEN FOOT UNDERCLEARANCE.
- 13) LOCATE TREES AWAY FROM THE PROPOSED SWALES.
- 14) MULCH TO BE EDGED WITH COBRA EDGING COMMERCIAL HEAVY DUTY GRADE 10001 BY OLD DUTCH MATERIALS (OR EQUAL), FORMED IN LINES OR CURVES AS SHOWN ON THE DRAWINGS. SUBMIT SAMPLE TO ENGINEER/ARCHITECT FOR APPROVAL
- 15) RESTORE ALL DISTURBED AREAS AROUND PERIMETER OF SITE WITH LAWN.
- 16) UPON COMPLETION OF WORK, THE LANDSCAPING CONTRACTOR SHALL PROVIDE A STATEMENT THAT VERIFIES THAT ALL LANDSCAPING HAS BEEN INSTALLED ACCORDING TO THE APPROVED LANDSCAPING PLAN.



STREET RIGHT-OF-WAY TREES:

REQUIRED: (1) TREE PER (35) FEET OF RIGHT-OF-WAY REQUIRED

(576) FEET / (35) FEET = (16.4). (16) LARGE TREES REQUIRED

SMALL TREES ARE NEEDED DUE TO OVERHEAD POWER LINES. THE EXCHANGE OF 16 LARGE STREET RIGHT-OF-WAY TREES FOR 19 SMALL RIGHT-OF-WAY TREES WAS APPROVED BY THE CITY FORESTER ON 5/15/2024.

PROVIDED: (19) SMALL TREES PROVIDED FROM RECOMMENDED STREET TREE LIST

PARKING LOT SCREENING:

REQUIRED: (3) FOOT HIGH VEGETATIVE SCREEN REQUIRED AT PARKING LOT ADJACENT TO RIGHT-OF-WAY.

PROVIDED: (4) FOOT HIGH VEGETATIVE SCREEN PROVIDED

PARKING LOT INTERIOR LANDSCAPING:

REQUIRED: (1) TREE PER (20) PARKING SPACES REQUIRED

(86) PARKING SPOTS/ (20) = (4.3). (4) TREES REQUIRED

PROVIDED: (4) TREES PROVIDED IN INTERIOR PARKING ISLANDS

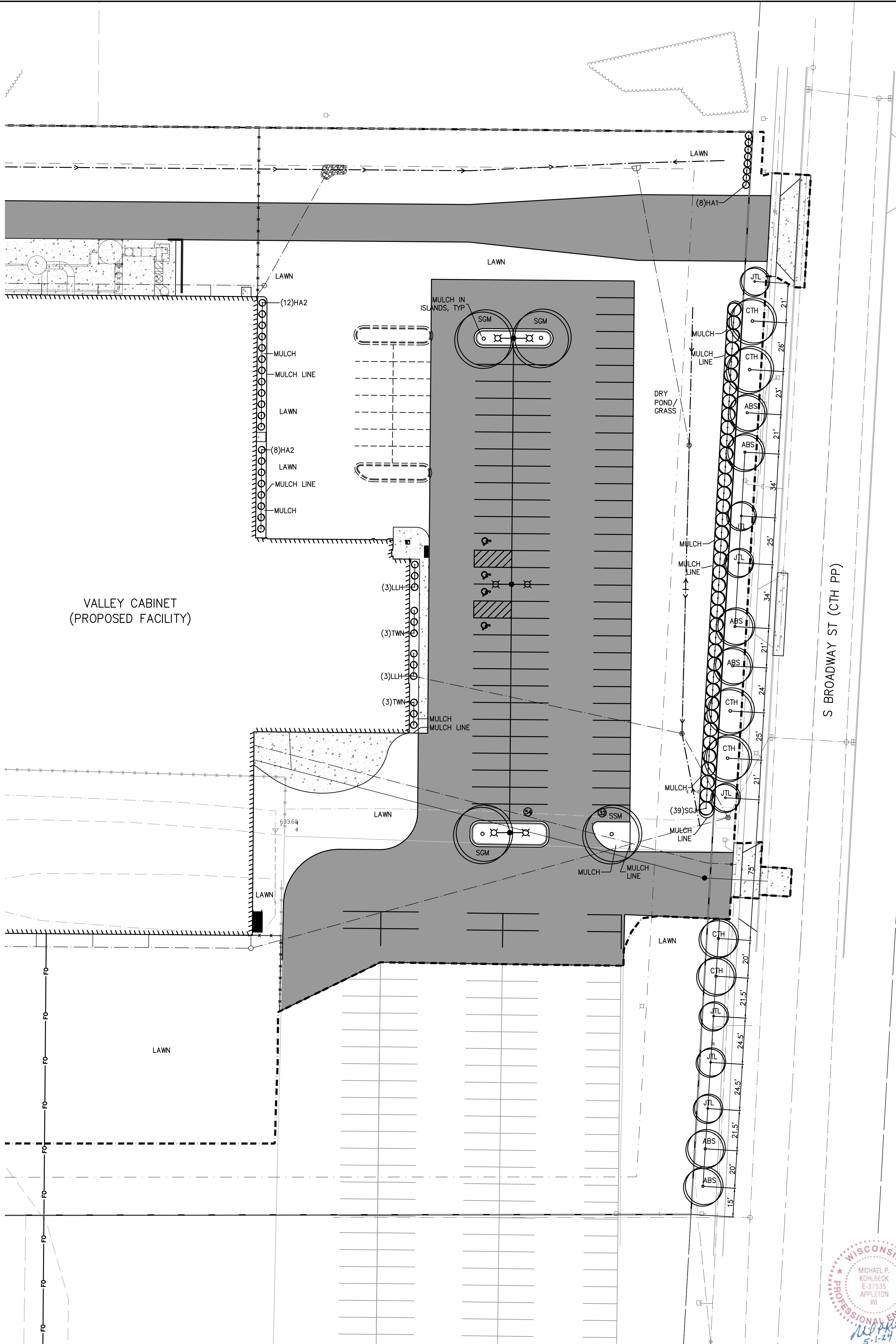
FOUNDATION LANDSCAPING:

REQUIRED: PLANTINGS REQUIRED ALONG (60)% OF STREET-FACING BUILDING WALLS

(339) FEET OF WALL * (.60) = (203.4) FEET OF PLANTINGS REQUIRED

PROVIDED: (221) FEET OF PLANTINGS PROVIDED, (221) / (339) = (65%)

PLANTING SCHEDULE						
SHADE TREES						
KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	HEIGHT AT MATURITY (HxW)
SGM	3	Acer x freemanii 'Sienna'	Sienna Glen Maple	Balled and Burlapped or Potted	2" Cal, 10' Min. Height	50' x 35'
SSM	1	Acer miyabei 'Morton'	State Street Miyabei Maple	Balled and Burlapped or Potted	2" Cal, 10' Min. Height	40' x 30'
ORNAMENTAL TREES						
KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	HEIGHT AT MATURITY (HxW)
ABS	6	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	Balled and Burlapped or Potted	1-1/2" Cal, 6' Min. Height	25' x 20'
CTH	6	Crataegus crus-galli var. inermis	Cockspur Thornless Hawthorne	Balled and Burlapped or Potted	1-1/2" Cal, 6' Min. Height	25' x 25'
JTL	7	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	Balled and Burlapped or Potted	1-1/2" Cal, 6' Min. Height	20' x 15'
SHRUB DECIDUOUS						
KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	HEIGHT AT MATURITY (HxW)
LLH	6	Hydrangea paniculata 'Little Lime'	Little Lime Hydrangea	Potted	5 GAL	4' x 4'
TWN	6	Physocarpus opulifolius 'SMNPOTW'	Tiny Wine Ninebark	Potted	5 GAL	3.5' x 3.5'
SHRUB EVERGREEN						
KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	HEIGHT AT MATURITY (HxW)
HA1	8	Thuja occidentalis 'Holmstrup'	Holmstrup Arborvitae	Balled and Burlapped or Potted	6'	8' x 4'
HA2	20	Thuja occidentalis 'Holmstrup'	Holmstrup Arborvitae	Balled and Burlapped or Potted	4'	8' x 4'
SGJ	39	Juniperus chinensis 'Sea Green'	Sea Green Juniper	Potted	5 GAL	4' x 8'



05/24/24 CITY SITE PLAN SUBMITTAL SET

A NEW FACILITY FOR:

VALLEY CABINET, 1840 S. BROADWAY ST (CTH PP), DE PERE, WI 54115

LANDSCAPE PLAN

DESIGNED MPK		DRAWN MPK	
PROJECT NO. V1065 06-23-00111			
DATE MAY 1, 2024			
SHEET NO. C116			

A NEW FACILITY FOR:

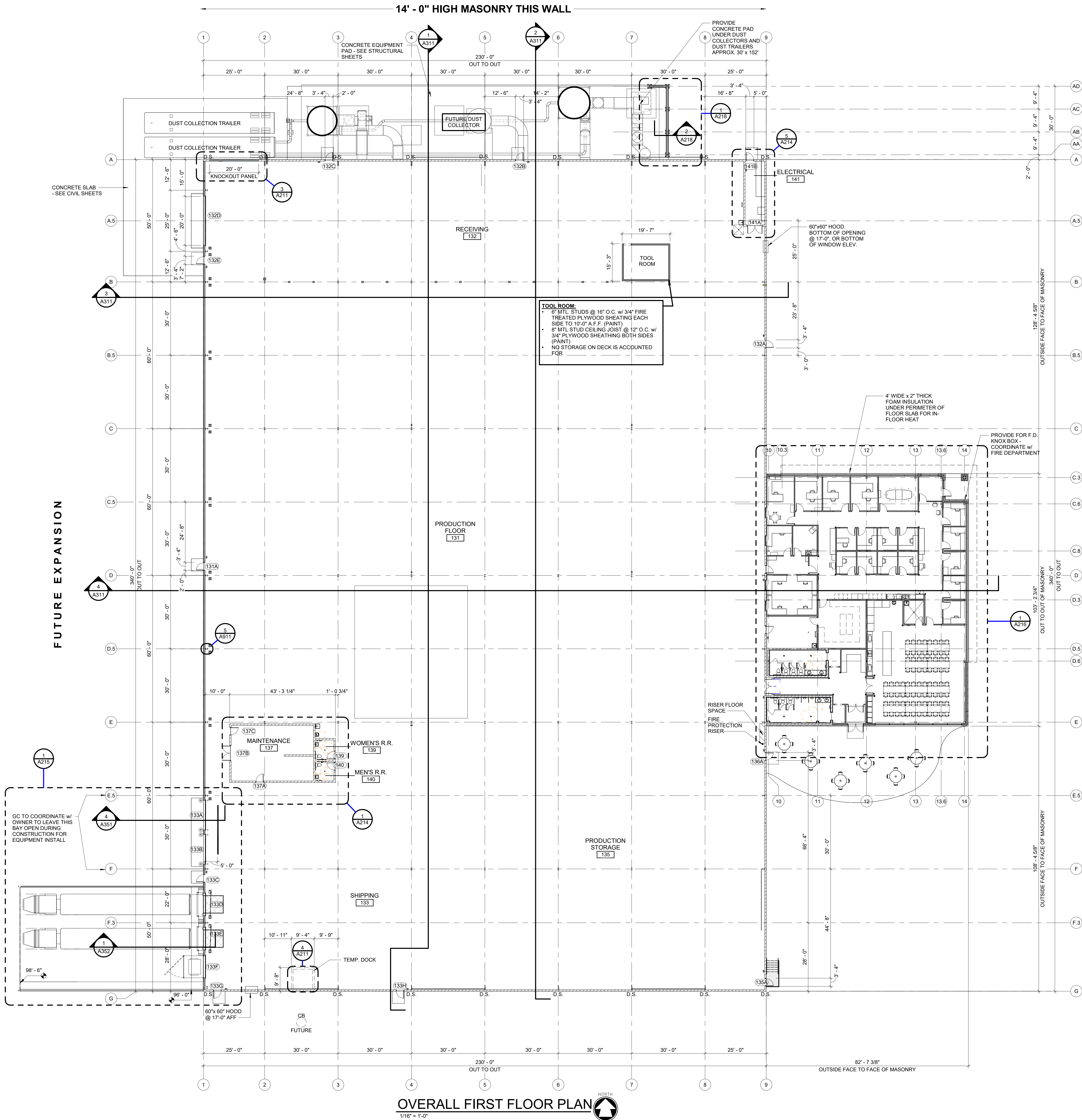
VALLEY CABINET, 1840 S. BROADWAY ST (CTH PP), DE PERE, WI 54115

LANDSCAPE PLAN

NO. DATE REVISION

A	11/03/25	ADDENDUM A
D	24/12/24	ADDENDUM D – CIVIL RESUE
#	#	#
#	#	#
#	#	#
#	#	#
#	#	#
#	#	#

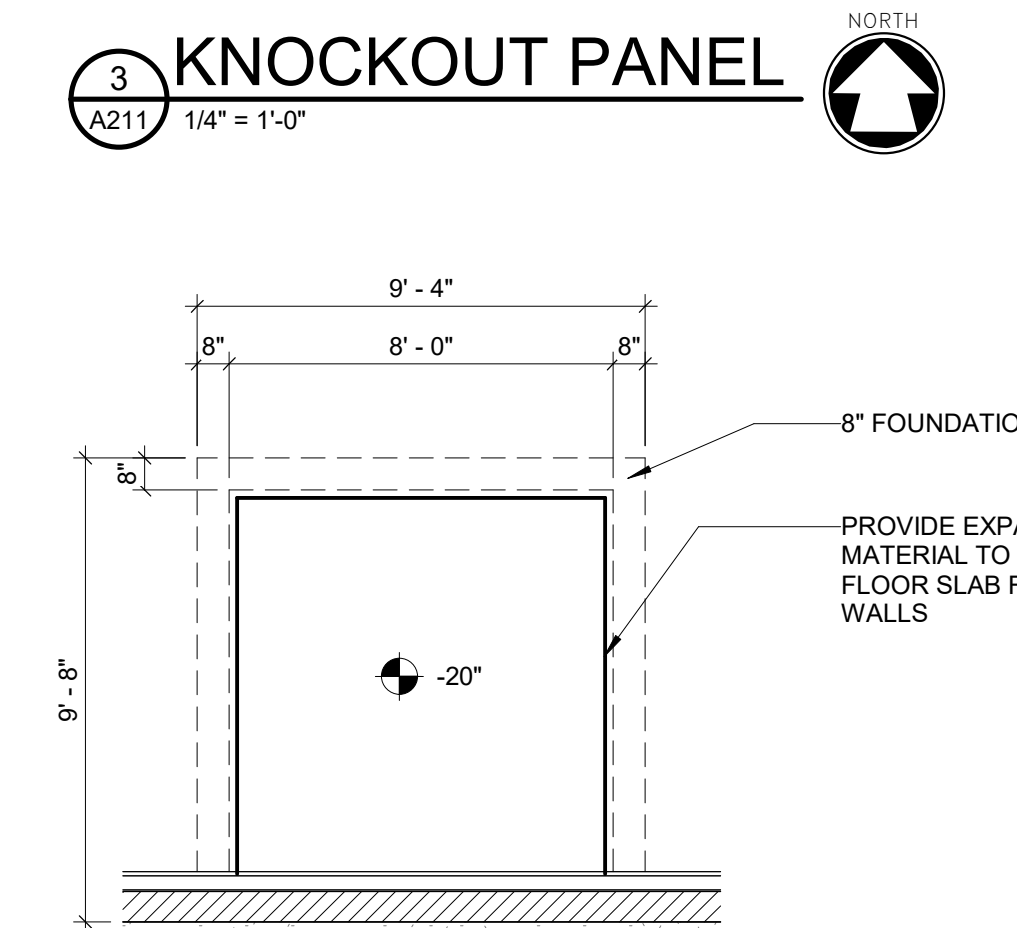
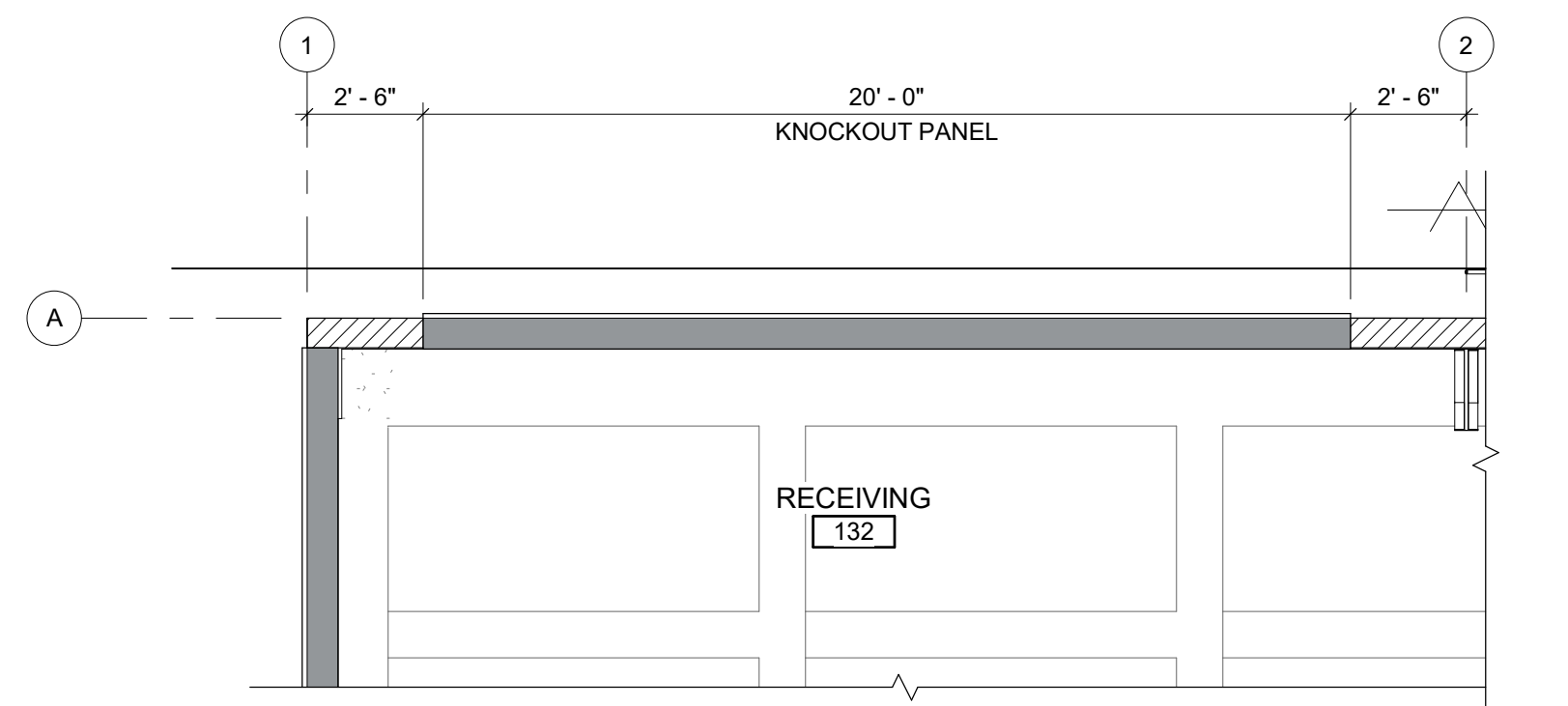
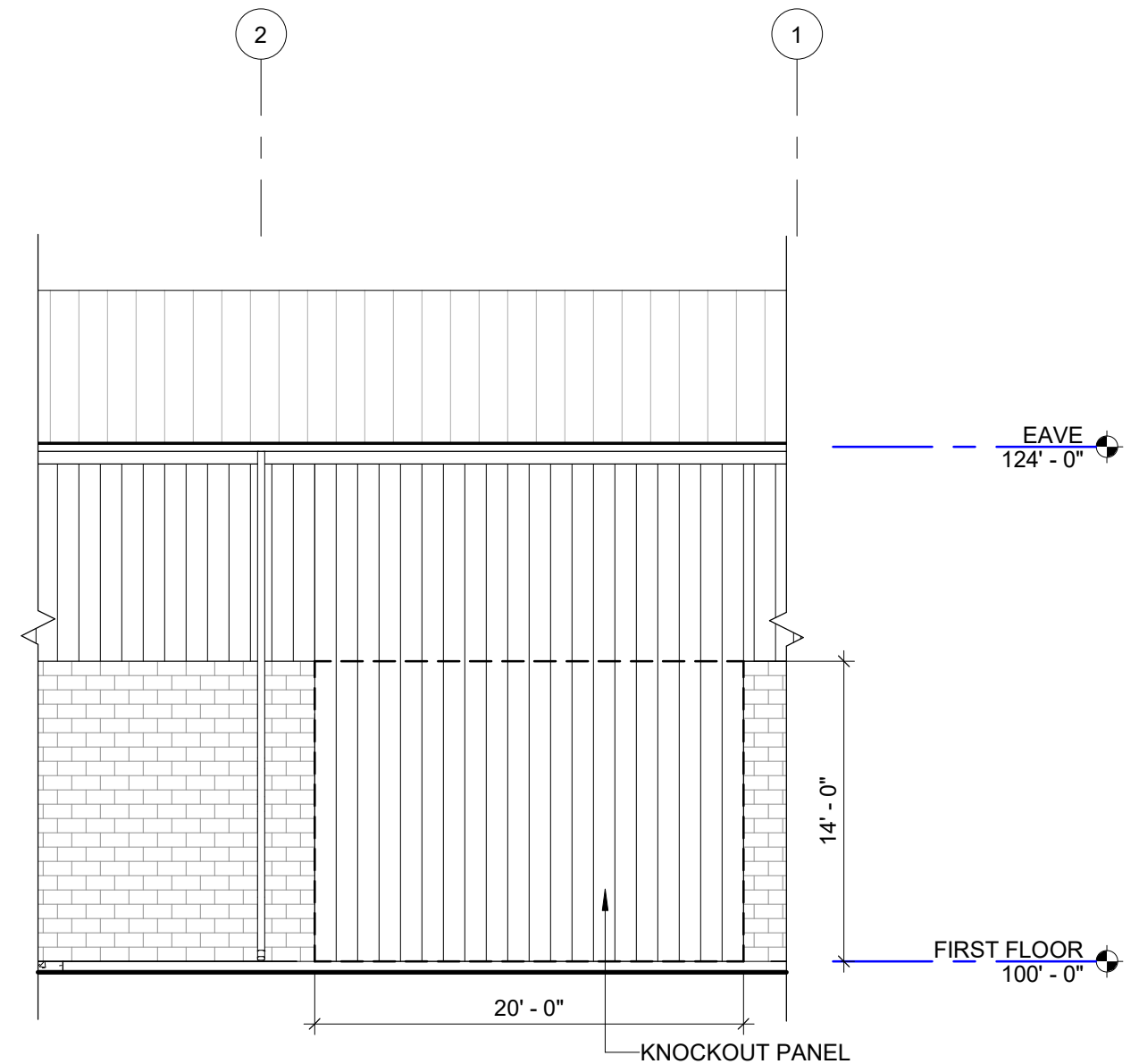
McMAHON ENGINEERS ARCHITECTS 1445 N. KAMATION ASSOCIATES, INC. 151566 MAILING: P.O. BOX 1025, NEENAH, WI 54957-1025 PH 920.751.4200, FX 920.751.4284, MCNGRP.COM	McMahon Associates, Inc. provides professional engineering and architectural services in the form of instruments of service (I/S) and related documents. The I/S are prepared by the related entity permitted by the State of Wisconsin. McMahon Associates, Inc. is not responsible for the content of the I/S. The I/S are the property of McMahon Associates, Inc. and are not to be reproduced without written consent by McMahon Associates, Inc.
--	---



GENERAL PLAN NOTES

- DO NOT SCALE FROM DRAWINGS. BRING ANY DISCREPANCIES TO THE ARCHITECT'S ATTENTION IMMEDIATELY.
- COORDINATE LOCATIONS AND QUANTITY OF WORK WITH MECHANICAL, ELECTRICAL, AND PLUMBING CONTRACTORS.
- ALL DIMENSIONS ARE CLEAR FROM THE FACE OF FINISHED WALL/PARTITION TO FACE OF FINISHED WALL/PARTITION OR FACE OF EXISTING WALLS ACTUAL FACE.
- ALL PIPING, CONDUIT AND RELATED MECHANICAL AND ELECTRICAL ITEMS SHALL BE CONCEALED WITHIN GYPSUM BOARD. FURRING AS REQUIRED IN FINISHED AREAS WHETHER SHOWN ON DRAWINGS OR NOT, UNLESS NOTED OTHERWISE.
- PROVIDE METAL PLATE BACKING AND/OR TREATED WOOD BLOCKING IN WALLS WHERE WALL-MOUNTED EQUIPMENT IS SHOWN ON PLANS OR ELEVATIONS. VERIFY HEIGHT AND LENGTH WITH ACTUAL EQUIPMENT.
- SEE SHEETS A011 THROUGH A013 FOR LIFE SAFETY PLAN AND FIRE PARTITION RATINGS.
- SHADED AREA INDICATES EXISTING BUILDING.
- CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS BEFORE CONSTRUCTION.

KEYED PLAN NOTES

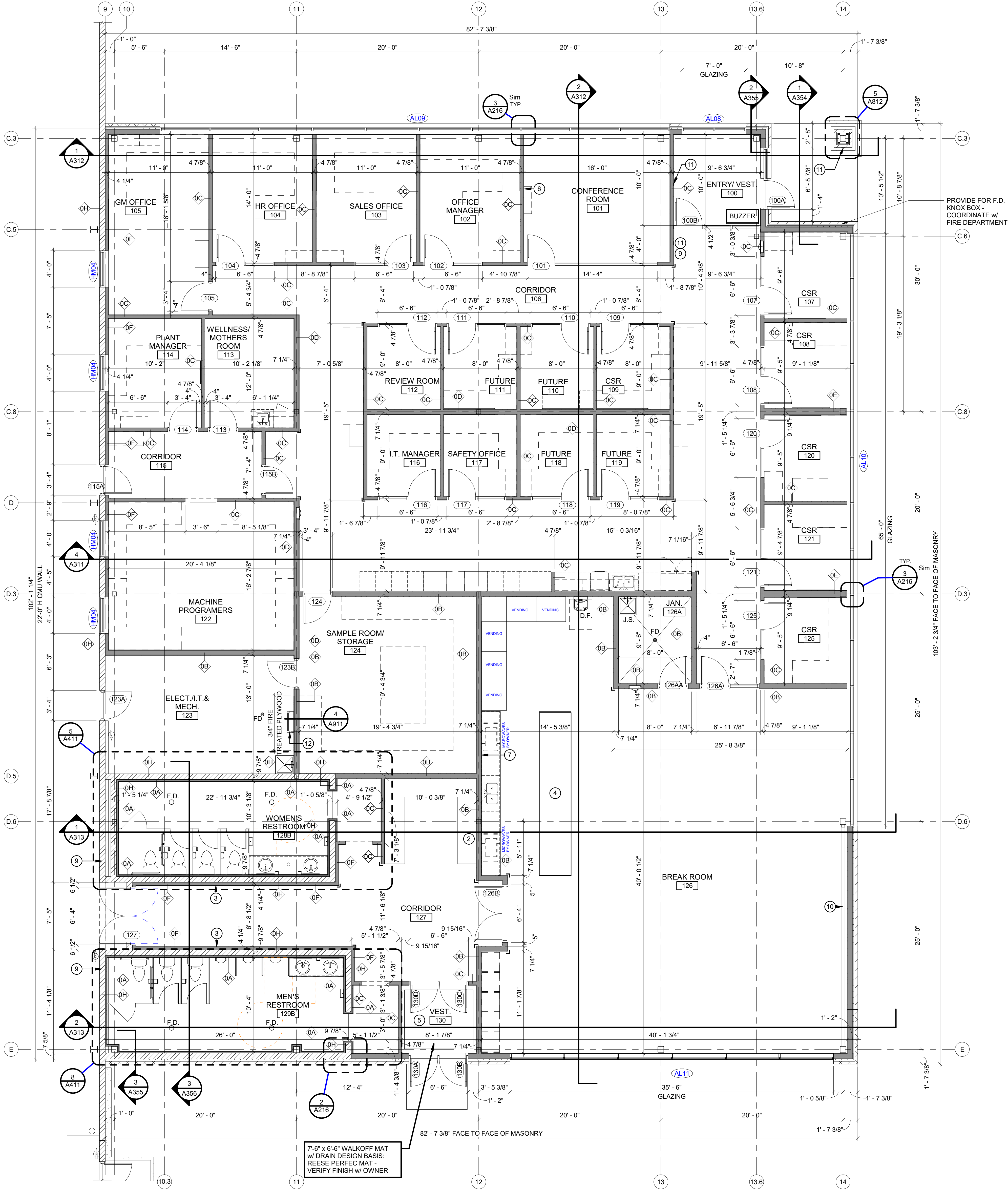


05/24/24 CITY SITE PLAN SUBMITTAL SET

McMAHON ENGINEERS ARCHITECTS McMAHON ASSOCIATES, INC. 444 S. BROADWAY STREET, DE PERE, WI 54115 TEL: (920) 751-4200 FAX: (920) 751-4284 www.mcmahp.com	
McMahon Associates, Inc. provides the drawing and data, regardless of form, as instruments of service. All rights including reproduction, transmission, or distribution, in any form or by any means, are reserved. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without prior written consent by McMahon Associates, Inc.	
DESIGNED MAM	DRAWN MAM
PROJECT NO. V1065-062300111	
DATE APRIL 16, 2024	
SHEET NO. A211	

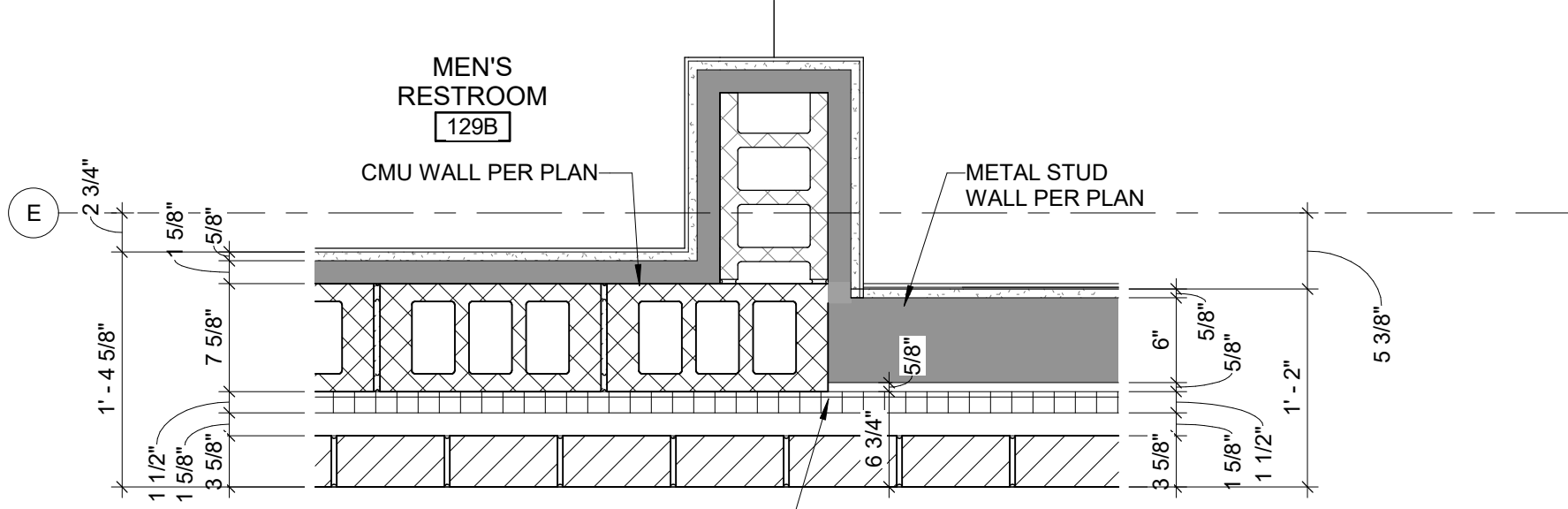
ADDENDUM A
ADDENDUM C
VALUE ENGINEERING REVISIONS
CONSTRUCTION BULLETIN #X

DESIGNED FOR:
VALLEY CABINET
1840 S. BROADWAY STREET (C7H PP), DE PERE, WI 54115
FIRST FLOOR PLAN

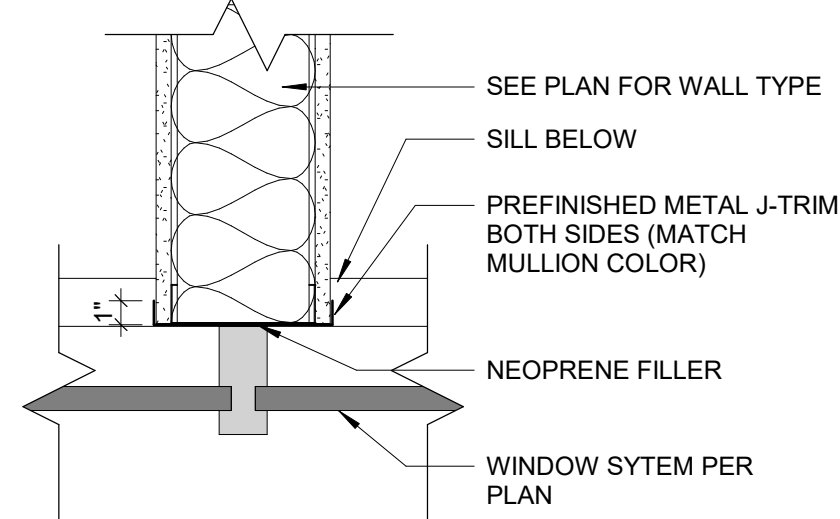


1 ENLARGED OFFICE FLOOR PLAN
A216 3/16" = 1'-0"
SEE A217 FOR OFFICE FURNISHINGS

- KEYED PLAN NOTES
- COAT SHELVING & HOOKS BY OWNER
 - GRAPHICS AND WOOD PRODUCT - SUPPLIED BY OWNER
 - ISLAND WITH MICROWAVES UNDERNEATH
 - RECESSED FLOOR MAT WITH DRAIN
 - 75" MONITORS PROVIDED BY OWNER
 - HISTORY WALL ABOVE
 - TIME CLOCK - SUPPLIED BY OWNER INSTALLED BY G.C.
 - PAIN EXPOSED STEEL
 - ADA PUSH BUTTON OPENER
 - ROOF ACCESS LADDER w/ HATCH



2 WALL CONNECTION DETAIL
A216 1" = 1'-0"



3 PARTITION AT MULLION
A216 1 1/2" = 1'-0"

05/24/24 CITY SITE PLAN SUBMITTAL SET

DESIGNED
MAM

DRAWN
BKB

PROJECT NO.
V1065-062300111

DATE
APRIL 16, 2024

SHEET NO.
A216

NEW FACILITY FOR:
VALLEY CABINET

1840 S. BROADWAY STREET (CITY PP), DE PERE, WI 54115

ENLARGED OFFICE FLOOR PLAN

McMAHON ASSOCIATES, INC.
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
1444 N. KENOSHA AVE.
MILWAUKEE, WI 53233
TEL: (262) 751-4200 FAX: (262) 751-4284
WWW.MCMGP.COM



05/24/24 CITY SITE PLAN SUBMITTAL SET

VALLEY CABINET 1840 S. BROADWAY STREET (CTH PP), DE PERE, WI 54115

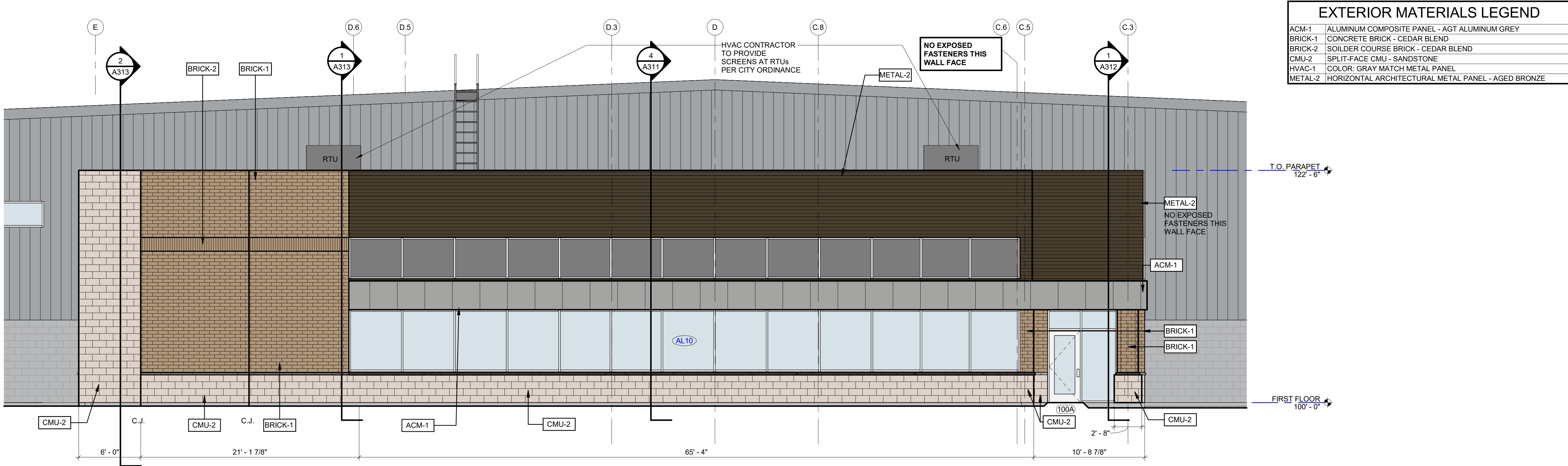
DESIGNED MAM	DRAWN BKB
PROJECT NO. V1065-062300111	
DATE APRIL 16, 2024	
SHEET NO. A218	



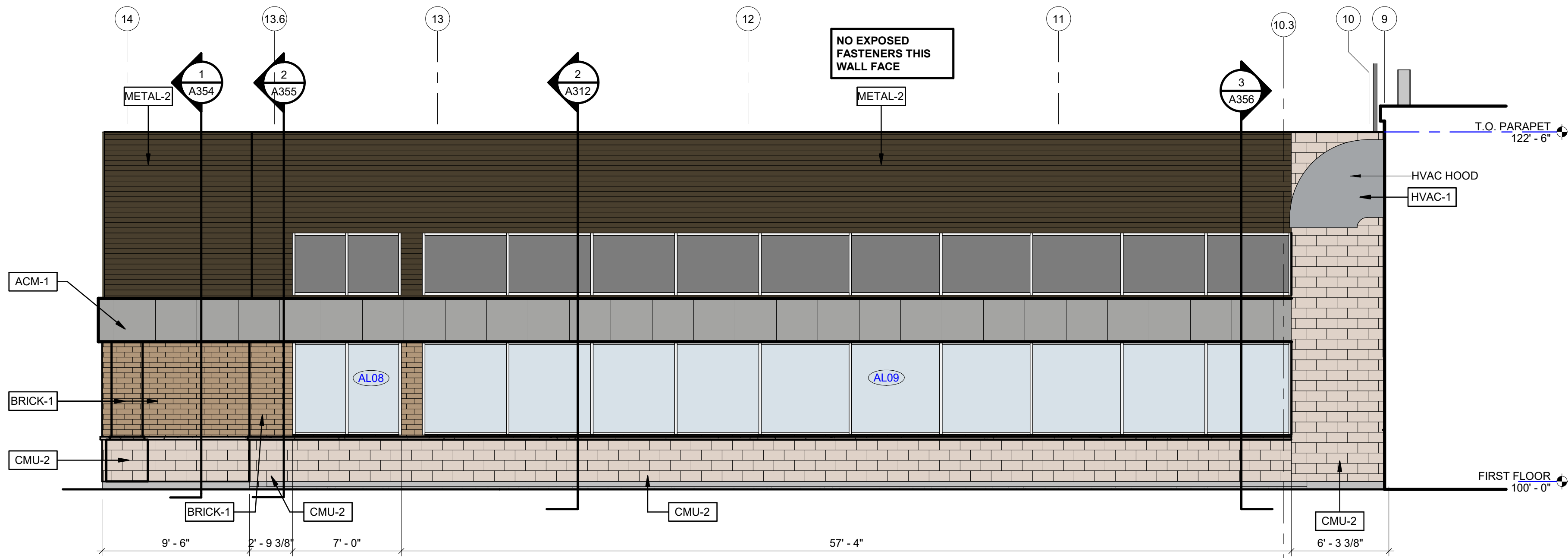
05/24/24 CITY SITE PLAN SUBMITTAL SET

VALLEY CABINET
A NEW FACILITY FOR:
1840 S. BROADWAY STREET (CTH PP), DE PERE, WI 54115
EXTERIOR ELEVATIONS

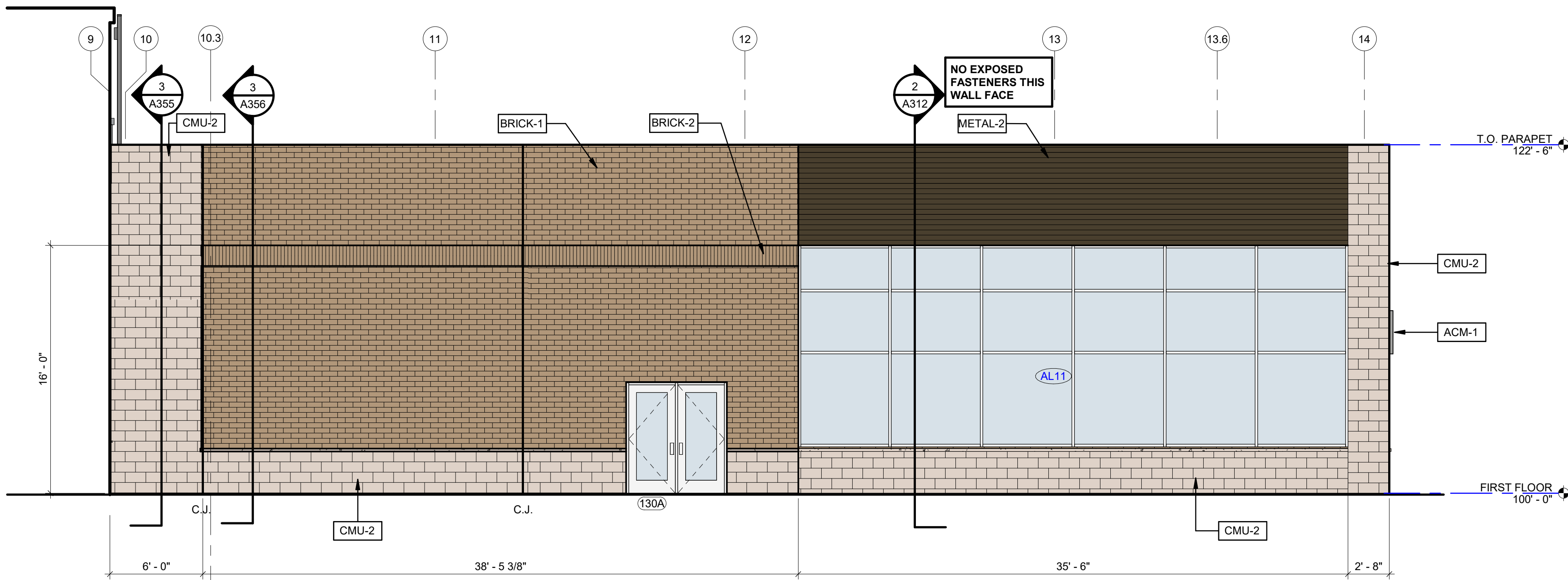
DESIGNED MAM	DRAWN BKB
PROJECT NO. V1065-062300111	
DATE APRIL 16, 2024	
SHEET NO. A301	



EAST EXTERIOR OFFICE ELEVATION



NORTH EXTERIOR OFFICE ELEVATION



SOUTH EXTERIOR OFFICE ELEVATION

EXTERIOR MATERIALS LEGEND	
ACM-1	ALUMINUM COMPOSITE PANEL - AGT ALUMINUM GREY
BRICK-1	CONCRETE BRICK - CEDAR BLEND
BRICK-2	SOLDER COURSE BRICK - CEDAR BLEND
CMU-2	SPLIT-FACE CMU - SANDSTONE
HVAC-1	COLOR: GRAY MATCH METAL PANEL
METAL-2	HORIZONTAL ARCHITECTURAL METAL PANEL - AGED BRONZE

NO.	DATE	REVISION
C	11/7/23	ADDENDUM C
D	03/15/24	VALUE ENGINEERING REVISIONS
F	XX/XX/XXXX	CONSTRUCTION BULLETIN #X



Request for Common Council Action

MEETING DATE: September 16, 2025
DEPARTMENT: Development Services
FROM: Daniel Lindstrom, Development Services Director
SUBJECT: Resolution #25-104 Authorizing Development Agreement with Washworld of DePere LLC (Parcel No. WD-1136-1; 2222 American Boulevard).
RECOMMENDED ACTION: Motion to Approve.

Staff recommends approval of this agreement with Washworld. The development terms were previously reviewed and approved by the Finance/Personnel Committee at its meeting on September 12, 2023.

ATTACHMENTS:

Reso25-104, Development Agreement - De Pere (clean 9-10-25), Exhibit A - Subject Property and Map, Exhibit B - Site Plan

RESOLUTION #25-104

AUTHORIZING DEVELOPMENT AGREEMENT REGARDING MANUFACTURING
AND OFFICE EXPANSION WITH WASHWORLD OF DEPERE LLC
(Parcel No. WD-1136-1; 2222 American Boulevard)

WHEREAS, Washworld of DePere LLC (“Developer”) wishes to enter into an agreement for construction of an 37,200 square foot expansion for manufacturing and office space at its facility located 2222 American Boulevard in Tax Incremental District No. 11 (TID #11); and

WHEREAS, Wis. Stats. §66.1105(2)(f), authorizes the expenditure of allowable project costs, such as reimbursement grant incentives, project costs and other cash grants, when made pursuant to a signed development agreement, for the benefit of redevelopment within its TID Districts; and

WHEREAS, the intended redevelopment is consistent with the Project Plan for TID #11 and will be beneficial to the City to promote revitalization and economic stability of the TID and the City as a whole; and

WHEREAS, Developer’s ability to undertake development of the Project is contingent upon the City’s commitment to use tax increment financing from TID #11 to provide financial assistance for a portion of the significant development expenses and project costs associated with the Project, pursuant to the terms set forth in the attached Development Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into such Development Agreement Regarding Manufacturing and Office Expansion Between the City of De Pere and Washworld of DePere LLC (Parcel No. WD-1136-1;2222 American Boulevard), as is attached hereto.

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 16th day of September, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval of development terms: 09/12/2023

**DEVELOPMENT AGREEMENT REGARDING MANUFACTURING AND OFFICE EXPANSION
BETWEEN THE CITY OF DE PERE AND WASHWORLD OF DEPERE LLC
(Parcel Number WD-1136-1; 2222 American Boulevard)**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into this _____ day of _____ 2025, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”) and Washworld of DePere LLC, a Wisconsin Limited Liability Company (“Developer”). City and Developer are each a “Party” to this Agreement, and may be referred to herein, collectively, as the “Parties”.

RECITATIONS

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

WHEREAS, in 2015, the City created “Tax Incremental District No. 11, City of De Pere”, and amended as of August 17, 2021 and October 5, 2023 (TID #11), as and for the benefit of industrial development within the District as described in the Amended Boundary and Project Plan for TID #11; and

WHEREAS, Developer is in need of constructing an expansion to its facility at 2222 American Boulevard to be no less than 37,200 square feet for office and manufacturing, which development is consistent with the Amended Boundary and Project Plan for TID #11; and

WHEREAS, the development described above and more fully in this Agreement will promote the revitalization and economic stability of TID #11 and the City as a whole; and

WHEREAS, Developer's ability to construct the expansion of its facility would not be viable and this development would not occur in the City but for the City's commitment to reimburse Developer for significant project costs; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2) (f) include, among other things, 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 certain improvements to the property for the benefit of TID #11 to facilitate development and redevelopment within the district and to provide financing for portions of such improvements and development; 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 Project, including, without limitation, the grading of public and private lands and stormwater runoff control to serve the Project; and

WHEREAS, as a result, the City wishes to promote this development and provide the required financial assistance to Developer.

Development Agreement

Page 2 of 25

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:

DEFINITIONS

- A. **“Assessed Increment Revenue”** means the total taxes paid on the Assessed Increment Value.
- B. **“Assessed Increment Value”** means the total assessed increment value placed upon the Building Development by the State of Wisconsin under Wis. Stats. §70.995 less the existing Based Assessed Value. If the Assessed Increment Value of the Building Development as of January 1, 2025, and through the term of this Agreement is less than one million nine hundred seventy-nine thousand dollars and no cents (\$1,979,000) the Deficit Payment (defined below) provisions of Paragraph II.C.3 shall apply.
- C. **“Base Assessed Value”** means the total 2023 Assessed Value of the tax parcel comprising the Building Development in the amount of two million nine hundred and sixty-one thousand dollars no/00 cents (\$2,961.400.00).
- D. **“Building Development”** means the Subject Property together with the Project improvements contemplated by the Parties and as approved by the City Development Services Department and/or Plan Commission.

- E. **“Certificate of Occupancy”** means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.
- F. **“City”** means the City of De Pere, a Wisconsin municipal corporation.
- G. **“Deficit Payment”** means the payment of the difference between the taxes paid on the Total Assessed Value of the Building Development and Project and those taxes that would have been paid on the Guaranteed Value of the Building Development.
- H. **“Developer”** means Washworld of DePere LLC, a Wisconsin Limited Liability Company.
- I. **“District and/or TID #11”** means City of De Pere Tax Incremental District No. 11 as amended, which is statutorily scheduled to close as of September 31, 2035.
- J. **“Final Plans”** means the plans and specifications for the Building Development and Project, as approved by the City Development Services Department and/or City Plan Commission.
- K. **“Force Majeure”** means a delay in achieving Substantial Development 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 Property Valuation Warranties under Paragraph II.E.
- L. **“Guaranteed Value”** means five million sixteen thousand eight hundred dollars and no cents (\$5,016,800.00) or the Base Assessed Value plus the Assessed Increment Value.

Development Agreement

Page 4 of 25

- M. **“Project”** means the construction improvements to the facility of not less than 37,200 square feet as office, workshop, warehouse, and service space, with code appropriate façade materials consistent with Developer’s existing campus along with exterior fencing, loading bays, and 37 total parking stalls. The facility as constructed hereunder, together with the Subject Property, comprises the Building Development.
- N. **“Project Cost Reimbursement Grant”** has the meaning given in Paragraph II.A.
- O. **“Project Incentives”** means the Project Reimbursement Grant provided to Developer as set forth in Paragraph II.A.
- P. **“Subject Property”** means Parcel # WD-1136-1 located at 2222 American Boulevard, as more particularly described on Exhibit A attached and incorporated herein.
- Q. **“Substantial Completion”** means that a Certificate of Occupancy for the Project has been issued by the City Building Inspection Department and confirmation from the Zoning Administrator that the entire approved site has been complete including, but not limited, to light plan, lighting plan, landscape plan, which shall be no later than February 17, 2025.
- R. **“Term of the Agreement”** means through the end of TID #11.
- s. **“Total Assessed Value”** means the value placed upon the existing and proposed Building Development and the completed Project as determined pursuant to Wisconsin Statutes, Chapter 70.

I. **DEVELOPER’S OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND COVENANTS**

Development Agreement

Page 5 of 25

A. Plan Commission Project Site Plan Approval. Developer shall take all steps necessary to obtain City Development Services Department and/or Plan Commission approval of the Project to enable construction, and proceed so as to obtain Substantial Completion of the Project on or before February 17, 2025. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the City Development Services Department and/or City (Exhibit B) and shall be constructed in compliance with all applicable federal, state and local codes together with all conditions and requirements of the City. Developer's obligations under this Agreement shall be contingent on Development Services Department and/or Plan Commission Approval and all other required City and State approvals.

B. Commencement of Construction and Substantial Completion. Developer shall commence construction, so that it is Substantially Completed consistent with the Project Completion requirements of this Agreement.

C. Substantial Completion. The Project shall be substantially completed no later than February 17, 2025, and subject to full Assessed Value as of January 1, 2025.

D. Failure to Commence Construction or Substantially Complete.

1. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of this Agreement, City may notify Developer of such failure.

2. Force Majeure. If Developer is delayed from achieving Substantial Completion as required in this Agreement, and as referred to in this Section, due to a Force Majeure event, the rescission and repurchase provisions of this sub-paragraph shall be postponed by the period of such delay. This paragraph is intended to be in addition to all other remedies available to the City at law or equity. This paragraph shall not apply to the dates applicable to the Property Valuation Warranties under Section I.E.

E. Project/Subject Property/Building Development Value Warranties.

1. Guaranteed Value. Developer warrants the Guaranteed Value of the Building Development as of January 1, 2025, shall be not less than five million sixteen thousand eight hundred dollars and no/00 cents (\$5,016,800.00). This January 1, 2025, date for the Building Development to have a Total Assessed Value not less than the Guaranteed Value is not subject to Force Majeure. To that end, Developer, for itself and its successors and/or assigns, hereby waives all right to appeal the Total Assessed Value of the Building Development, 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, and/or the assessed value of the Building Development below the Guaranteed

Development Agreement

Page 7 of 25

Value for the duration of TID #11. If the Total Assessed Value of the Building Development is less than the Guaranteed Value, Developer, on behalf of itself and its successors and/or assigns, agrees that the Deficit Payment provisions of Paragraph I.E.3 (“Deficit Payment Calculation”) shall apply.

2. Property to Remain Taxable. For the duration of TID #11, Developer, on behalf of itself and/or its successors and assigns, hereby agrees that they 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 or Building Development to an entity whereby such sale or lease would cause such portion of the Project or Building Development 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 Subject Property or the Building Development during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or the Building Development or any portion thereof to become tax exempt. Should the Project or Building Development nevertheless become tax exempt, Developer, for itself and its successors and/or assigns,

Development Agreement

Page 8 of 25

hereby agrees that a Deficit Payment shall then be made by the owners or Developer of the Building Development in accordance with the process set out in Paragraph I.E.3 (“Deficit Payment Calculation”).

3. Deficit Payment Calculation. Calculations of any Deficit Payment required under this Agreement shall be as follows:

- a. If Total Assessed Value falls below the Guaranteed Value:

The Total Assessed Value of the Building Development shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mill-rate for all taxing jurisdictions established for each tax year for the west side of De Pere, the product of which shall be the total Deficit Payment, due and payable on or before August 31 of the year due.

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).

- F. Representations, Warranties and Covenants.** Developer represents, warrants and covenants that:

Development Agreement

Page 9 of 25

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 respective 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 Building Development 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 Building Development; and
6. only to the extent it holds any intellectual property rights in the Final Plans, it grants to City a non-exclusive, irrevocable, and royalty-free license to hold and/or use the Final Plans regarding the Building Development as a template for any future City development purpose; and
7. it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City; and
8. it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements; 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 ten (10) days after the filing (or the assertion) 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

9. it will take all reasonable steps to forestall claims of lien against the Subject Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Subject Property; and
10. 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 Subject Property in at least the amount of the full replacement, completed value of the improvements on the Subject Property; and
11. it will pay and discharge all taxes, assessments and other governmental charges upon the Subject Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Subject Property; and
12. it will promptly furnish to the City written notice of any litigation or threatened litigation affecting the Property or in which a judgment would reasonably be expected to have a material adverse effect on Developer's financial condition; and

Development Agreement

Page 12 of 25

13. it shall deliver to the City revised statements of estimated costs of the construction for Building Development showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer; and
14. 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
15. no litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Developer are pending or threatened, and no other event has occurred, which is reasonably expected to have, individually or collectively, a material adverse effect on Developer's financial condition; and
16. there are no delinquent outstanding real estate taxes or special assessments affecting the Subject Property; and
17. the person(s) signing this Agreement on behalf of Developer represent and warrant that 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

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

G. Landscaping. Developer shall be responsible for landscaping on the Subject Property, including trees, shrubs, seeding, or sod related to the improvements.

H. 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 Building Development.

I. Laterals. Developer shall install, or have installed, all sanitary sewer and water laterals on the Subject Property, as well as connections of such laterals to new or existing sewer and water mains.

J. Erosion. Developer shall be responsible for all erosion control related to construction of all improvements on the Subject Property.

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.

II. CITY OBLIGATIONS

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

Development Agreement

Page 14 of 25

1. **Developer Project Cost Reimbursement Grant (PAYGO).** City shall pay a Developer's incentive or Project Reimbursement Grant structured as a Pay as You Go ("PAYGO") incentive as Seventy Five Percent (75%) of the annual Assessed Increment Revenue attributable to the Project up to twenty-five thousand dollars (\$25,000) annually, commencing with taxes assessed for 2024, payable in 2025 and continuing until a cumulative total incentive value of Two Hundred Thousand dollars and no/00 cents (\$200,000.00) is reached or until the expiration of TID #11, which is anticipated to expire on September 1, 2035, whichever occurs first. If the cumulative total of the Development Incentive does not reach the \$200,000.00 threshold, then the City shall not be responsible for the remaining balance since the Developer did not incur the necessary tax expense.

The Project Reimbursement Grant is to reimburse Developer the extraordinary costs associated with Project and construction costs involved in the Project. Provided that no Deficit Payment is due by Developer, such Project Reimbursement Grant will be paid to Developer annually no earlier than September 1st and after the Development Services Director has reviewed and verified final construction costs and confirmed all the improvements included with the site plan and Section I (f-l) have been completed and/or are in good standing, which such review shall not be unreasonably withheld or delayed.

Development Agreement

Page 15 of 25

- 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.

III. 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.

IV. 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, which shall not be unreasonably withheld, 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:
Washworld of DePere LLC
2222 American Boulevard

Development Agreement

Page 17 of 25

De Pere, WI 54115

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

With a copy to:
City of De Pere
Attn: City Manager
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

Development Agreement

Page 18 of 25

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 is 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 venturer 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:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk

State of Wisconsin)

: SS

Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2025,
by Kimberly T. Flom, City Manager and Carey E. Danen, City Clerk.

Notary Public, State of Wisconsin

My commission expires on _____

EXHIBIT A
SUBJECT PROPERTY

Parcel Number: #WD-1136-1 (5.255 Acres)

Address: 2222 American Boulevard, De Pere, Wisconsin

Legal Description:

LOT 1 OF CSM 9629 IN 3036827 BNG PRT OF SOUTHBRIDGE BUSINESS PARK LOT 2

Development Agreement

Page 24 of 25

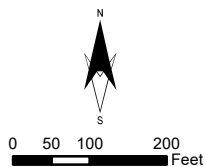
EXHIBIT B
APPROVED SITE PLAN

Development Agreement

Page 25 of 25



Exhibit A - SUBJECT PROPERTY AND MAP



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

COVER SHEET

LEGAL DESCRIPTION

ALL OF LOTS 2, 3, AND 4 OF VOLUME 52, CERTIFIED SURVEY MAPS, PAGE 3 (DOC.#2277865-MAP #7561), BEING PART OF LOTS 109 AND 110 OF THE SUBDIVISION OF WILLIAMS GRANT, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

CIVIL SHEETS INDEX

- C0.1 COVER SHEET
- C1.0 DEMOLITION PLAN
- C2.0 SITE PLAN
- C3.0 UTILITY PLAN
- C4.0 GRADING PLAN
- C5.0 EROSION CONTROL PLAN
- C5.1 EROSION CONTROL DETAILS
- C6.0 SITE DETAILS
- C6.1 UTILITY & GRADING DETAILS
- C6.2 MONUMENT SIGN DETAIL
- L1.0 LANDSCAPE PLAN

CIVIL GENERAL NOTES:

- SURVEY WAS PERFORMED BY MACH IV ENGINEERING & SURVEYING LLC JANUARY 27 & 30, 2023.
- SURVEY VERTICAL DATUM IS NAVD88.
- THIS SURVEY DOES NOT GUARANTEE THE EXISTENCE/ NON-EXISTENCE, SIZE, TYPE OR LOCATION OF UNDERGROUND UTILITIES. UTILITIES SHOWN ARE BASED ON ABOVEGROUND UTILITY STRUCTURES (I.E. VALVES, MANHOLES ETC.), AND AVAILABLE UTILITY MAPS AND PLANS.
- UNLESS OTHERWISE INDICATED, ALL EXISTING STRUCTURES AND FACILITIES SHALL REMAIN.
- PROVIDE TURF, AS SPECIFIED TO ALL DISTURBED AREAS NOT RECEIVING PAVEMENTS, CURBS, SIDEWALKS, BUILDINGS, OR LANDSCAPING, WITHIN THE LIMITS OF CONSTRUCTION.
- NO LAND DISTURBING ACTIVITIES SHALL TAKE PLACE UNTIL ALL TEMPORARY SOIL EROSION DEVICES ARE INSTALLED.
- ALL GRADE TRANSITIONS BETWEEN NEW AND EXISTING SHALL BE SMOOTH AND GRADUAL WITH NO SHARP OR ABRUPT CHANGES.
- COORDINATE THE WORK OF ALL TRADES - VERIFY ALL FIELD CONDITIONS, QUANTITIES AND DIMENSIONS PRIOR TO COMMENCEMENT OF WORK. ANY DISCREPANCIES SHALL BE PROMPTLY BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- EXECUTE ALL WORK WITH CARE AS TO PROTECT FROM DAMAGE ADJACENT EXISTING FEATURES TO REMAIN. ANY SUCH DAMAGE SHALL BE REPAIRED OR REPLACED TO MATCH THE ORIGINAL CONDITION AS APPROVED BY THE ARCHITECT.
- UNLESS REFERRED TO, OR INDICATED AS "EXISTING", ALL WORK SHOWN ON THESE DRAWINGS SHALL BE CONSIDERED AS NEW AND PROVIDED UNDER THIS CONTRACT.
- FINISHED GRADE OF TOPSOIL (AFTER COMPACTION) SHALL BE 1/2" TO 1" BELOW TOP OF ABUTTING PAVEMENTS, SIDEWALKS, AND CURBING.
- NO DISTURBANCE SHALL OCCUR OUTSIDE OF SITE LIMITS.
- GENERAL CONTRACTOR SHALL OBTAIN APPROVAL FROM OWNER AND MUNICIPALITY PRIOR TO ANY LAND DISTURBANCE OUTSIDE THE CONSTRUCTION LIMITS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING WORK IN RIGHT OF WAY PERMITS.
- NO HAZARDOUS MATERIALS WILL BE STORED ON-SITE.
- FOR LEGEND AND ABBREVIATIONS SEE SHEET C0.1.
- FOR EROSION CONTROL PLAN AND NOTES SEE SHEET C5.0 AND C5.1.
- FOR NOTES SHOWN THUS, "⌈⌋", SEE SHEET KEY NOTES, ON SHEET THEY APPEAR.

DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION
METAL BUILDINGS

Schuh
CONSTRUCTION, INC.
Established 1976

State ID# 680499

Notice: These plans/electronic files are the exclusive property of Schuh Construction, Inc., and are loaned with that understanding. Plans/electronic files may not be copied, reproduced, or other use may not be made without the consent of Schuh Construction, Inc. Return upon request.

PROJECT:
WASH WORLD
BUILDING ADDITION
2222 AMERICAN BOULEVARD
DE PERE, WI 54115

PROJECT NO.:

XXXXXX

SHEET NO.:

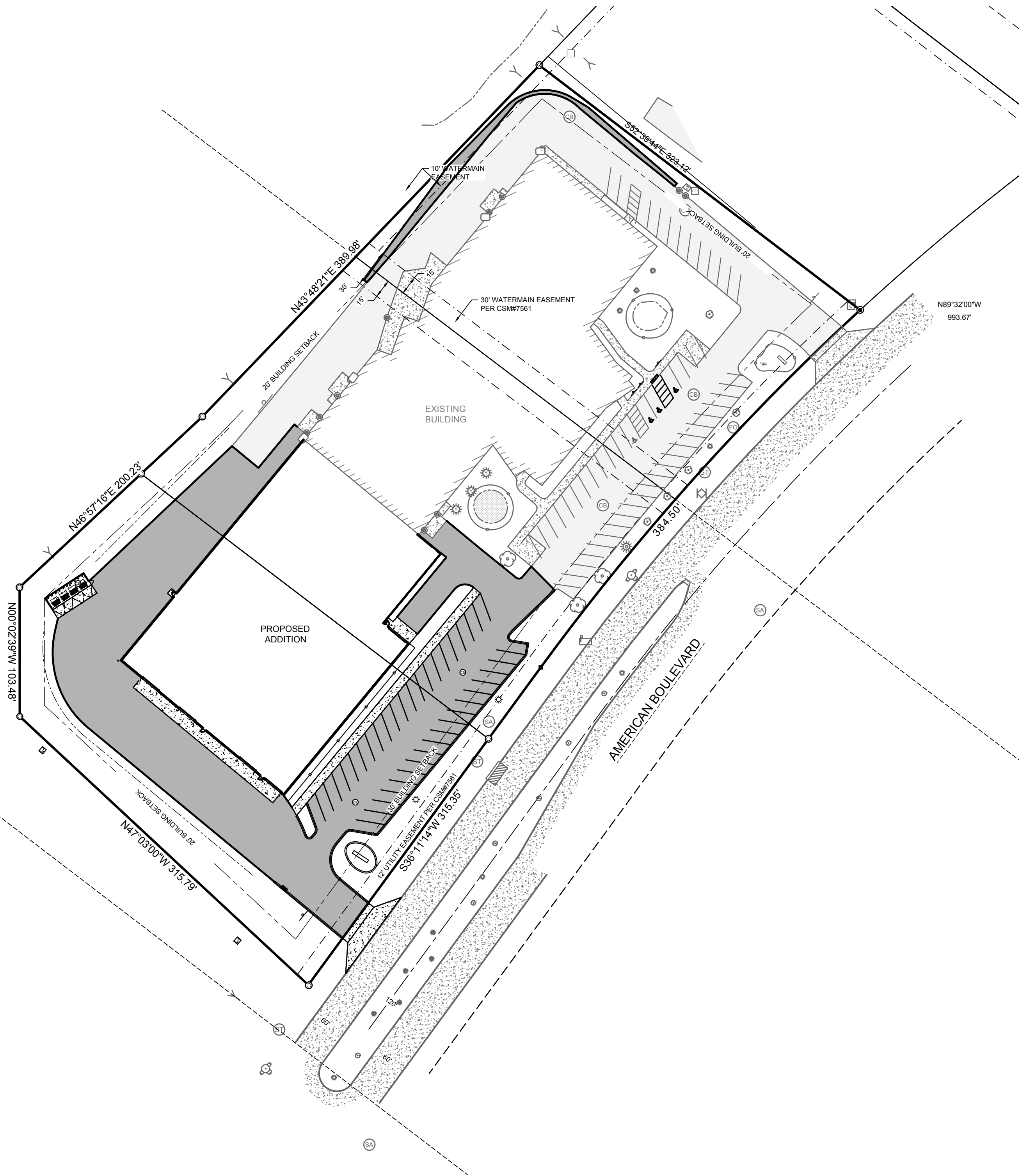
C0.1



LOCATION MAP

2222 AMERICAN BOULEVARD
DE PERE, WI 54115

NOT TO SCALE



CIVIL LEGEND

EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED
CABLE PEDESTAL		EVERGREEN SHRUB		STANDARD DUTY ASPHALT	
ELECTRIC METER		EVERGREEN TREE		HEAVY DUTY ASPHALT	
ELECTRIC PEDESTAL		TREE		BUILDING	
GUY WIRE		TREE SHRUB		ASPHALT	
LIGHT POLE		BUILDING OVERHANG		CONCRETE	
POWER POLE		UNDERGROUND CABLE		GRAVEL	
GAS METER		OVERHEAD WIRE		LANDSCAPE WOOD MULCH	
GAS VALVE		UNDERGROUND ELECTRIC		LANDSCAPE STONE MULCH	
BOLLARD		GAS			
HANDICAP PARKING		LANDSCAPE			
SANITARY CLEANOUT		FENCE			
SANITARY MANHOLE		GUARDRAIL			
CATCH BASIN		CENTERLINE			
CULVERT		CURB			
DOWNSPOUT		PARKING STRIPE			
INLET		SANITARY SEWER			
INLET 2' X 2'		CULVERT			
STORM CLEANOUT		STORM SEWER			
STORM MANHOLE		FIBER OPTIC			
FIBER OPTIC PEDESTAL		WOOD LINE			
SIGN		RETAINING WALL			
FIRE HYDRANT		WATERMAIN			
WATER SHUT OFF		CONTOUR MAJOR			
WATER VALVE		CONTOUR MINOR			

ABBREVIATIONS

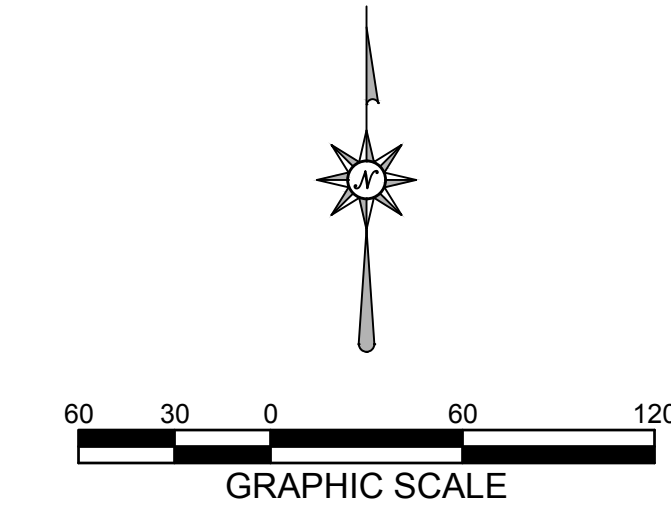
Ø	DIAMETER	MIN	MINIMUM
AC	ACRE	mm	MILLIMETER
AEW	APRON END WALL	N	NORTH
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	NE	NORTHEAST
BM	BENCHMARK	OC	ON CENTER
C	CABLE	OD	OUTSIDE DIAMETER
CB	CATCH BASIN	OHP	OVER HEAD POWER
CI	CURB INLET	OL	OUTLOT
CMP	CORRUGATED METAL PIPE	PSI	POUNDS PER SQUARE INCH
CO	CLEAN OUT	PVC	POLYVINYL CHLORIDE
CSM	CERTIFIED SURVEY MAP	R	RADIUS
C.T.H	COUNTY TRUNK HIGHWAY	RAD	RADIUS
DIA	DIAMETER	RCP	REINFORCED CONCRETE PIPE
DOT	DEPARTMENT OF TRANSPORTATION	REQ	REQUIRED
E	EAST	S	SOUTH
EL	ELECTRIC (BURIED)	SA	SANITARY
FDM	FACILITIES DEVELOPMENT MANUAL	SAN	SANITARY
FFE	FIRST FLOOR ELEVATION	SCHD	SCHEDULE
FO	FIBER OPTIC	S.D.	SUMP DEPTH
FT	FEET	SQ	SQUARE
G	GAS	ST	STORM
G.F.E.	GROUND FLOOR ELEVATION	S.T.H.	STATE TRUNK HIGHWAY
GR	GRADE	STM	STORM
HDPE	HIGH DENSITY POLYETHYLENE	T	TELEPHONE
INL	INLET	T/C	TOP OF CURB
INV	INVERT	U.S.H.	UNITED STATES HIGHWAY
M	METER	V	VARIES
MAX	MAXIMUM	W	WEST
MH	MANHOLE	WI	WATER
		WisDOT	WISCONSIN DEPARTMENT OF TRANSPORTATION

DIGGERS HOTLINE

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WISCONSIN STATUTE 182.0175 (1974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

THE LOCATIONS OF THE EXISTING UTILITY INSTALLATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.



MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL

2260 Salscheider Court Green Bay, WI 54313
PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com
Project Number: 2033-01-23

DEMOLITION PLAN

Benchmarks		
Label	Elevation	Description
BM 202	635.81	HYDRANT BURY BOLT
BM 203	637.69	HYDRANT BURY BOLT

SHEET KEY NOTES:

- 1 SAW CUT ASPHALT
- 2 REMOVE ASPHALT
- 3 REMOVE CONCRETE
- 4 REMOVE DUMPSTER PAD AND ENCLOSURE
- 5 REMOVE CONCRETE DRIVEWAY APRON
- 6 CLOSE CURB OPENING
- 7 REMOVE EXISTING APRON END WALL
- 8 SAW CUT AND REMOVE CURB HEAD
- 9 SALVAGE AND RELOCATE WASHWORLD TRAFFIC DIRECTIONAL SIGN
- 10 EXISTING WASHWORLD DO NOT ENTER SIGN TO REMAIN
- 11 EXISTING WASHWORLD MONUMENT SIGN TO REMAIN

DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION



State ID# 680499

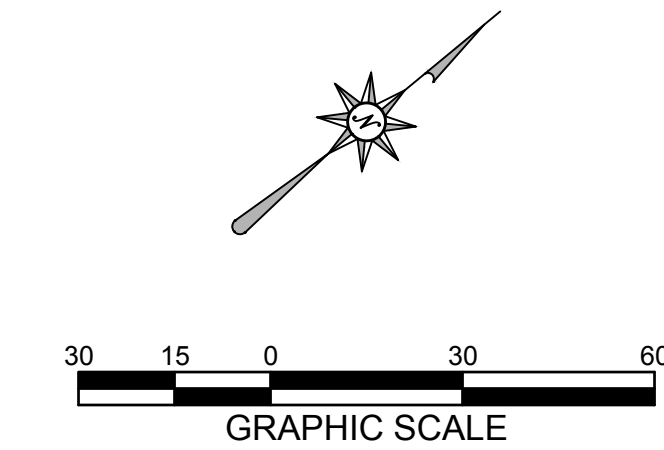
Notice: These plans/electronic files are the exclusive property of Schuh Construction, Inc., and are loaned with that understanding. Plans/electronic files may not be copied, reproduced, or other use may not be made without the consent of Schuh Construction, Inc. Return upon request.

PROJECT:
WASH WORLD
BUILDING ADDITION
2229 AMERICAN BOULEVARD
DE PERE, WI 54115

PROJECT NO.:
XXXXXX

SHEET NO.:

C1.0



MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL

2260 Salscheider Court Green Bay, WI 54313
PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com
Project Number: 2033-01-23

SITE PLAN

OWNER

WASHWORLD OF DE PERE LLC
2222 AMERICAN BOULEVARD
DE PERE, WI 54115

SHEET KEY NOTES:

- 1 STANDARD DUTY ASPHALT; SEE DETAIL A SHEET C6.0
- 2 HEAVY DUTY ASPHALT; SEE DETAIL B SHEET C6.0
- 3 CONCRETE PAVEMENT; SEE DETAIL C SHEET C6.0
- 4 CONCRETE SIDEWALK; SEE DETAIL D SHEET C6.0
- 5 STOOP LOCATION; REFER TO ARCHITECTURAL DRAWINGS
- 6 CONCRETE DRIVEWAY APRON; SEE DETAIL E SHEET C6.0
- 7 DUMPSTER PAD; SEE DETAIL F SHEET C6.0
- 8 DUMPSTER ENCLOSURE; REFER TO ARCHITECTURAL DRAWINGS
- 9 BOLLARD; SEE DETAIL G SHEET C6.0
- 10 ADA HANDICAP STALL; SYMBOL
- 11 ADA HANDICAP SIGN; SEE DETAIL H SHEET C6.0
- 12 ADA HANDICAP WARNING PLATE / SCARING
- 13 4" WIDE PAINT STRIPE; COLOR BY OWNER
- 14 CONCRETE ROLL CURB AND GUTTER; SEE DETAIL I SHEET C6.0
- 15 MONUMENT SIGN (BY OTHERS); REFER TO SHEET C6.2
- 16 INSTALL SALVAGED WASHWORLD TRAFFIC DIRECTIONAL SIGN

DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION
METAL BUILDINGS



State ID# 680499

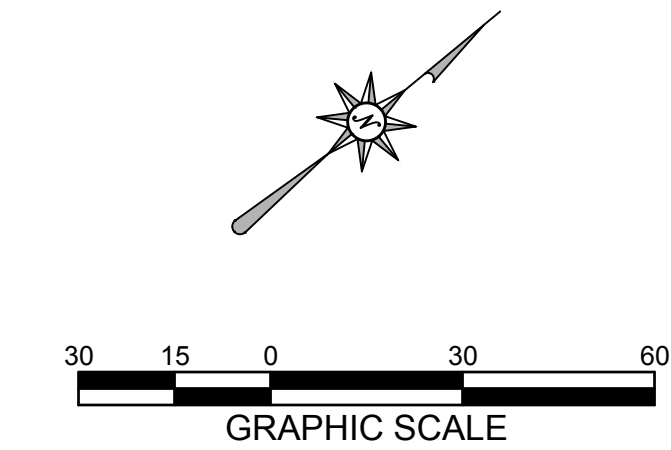
Notice: These plans/electronic files are the exclusive property of Schuh Construction, Inc., and are loaned with that understanding. Plans/electronic files may not be copied, reproduced, or other use may not be made without the consent of Schuh Construction, Inc. Return upon request.

PROJECT:
WASH WORLD
BUILDING ADDITION
2222 AMERICAN BOULEVARD
DE PERE, WI 54115

PROJECT NO.:
XXXXXX

SHEET NO.:

C2.0



MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL

2260 Salscheider Court Green Bay, WI 54313
PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com
Project Number: 2033-01-23

SITE STATISTICS

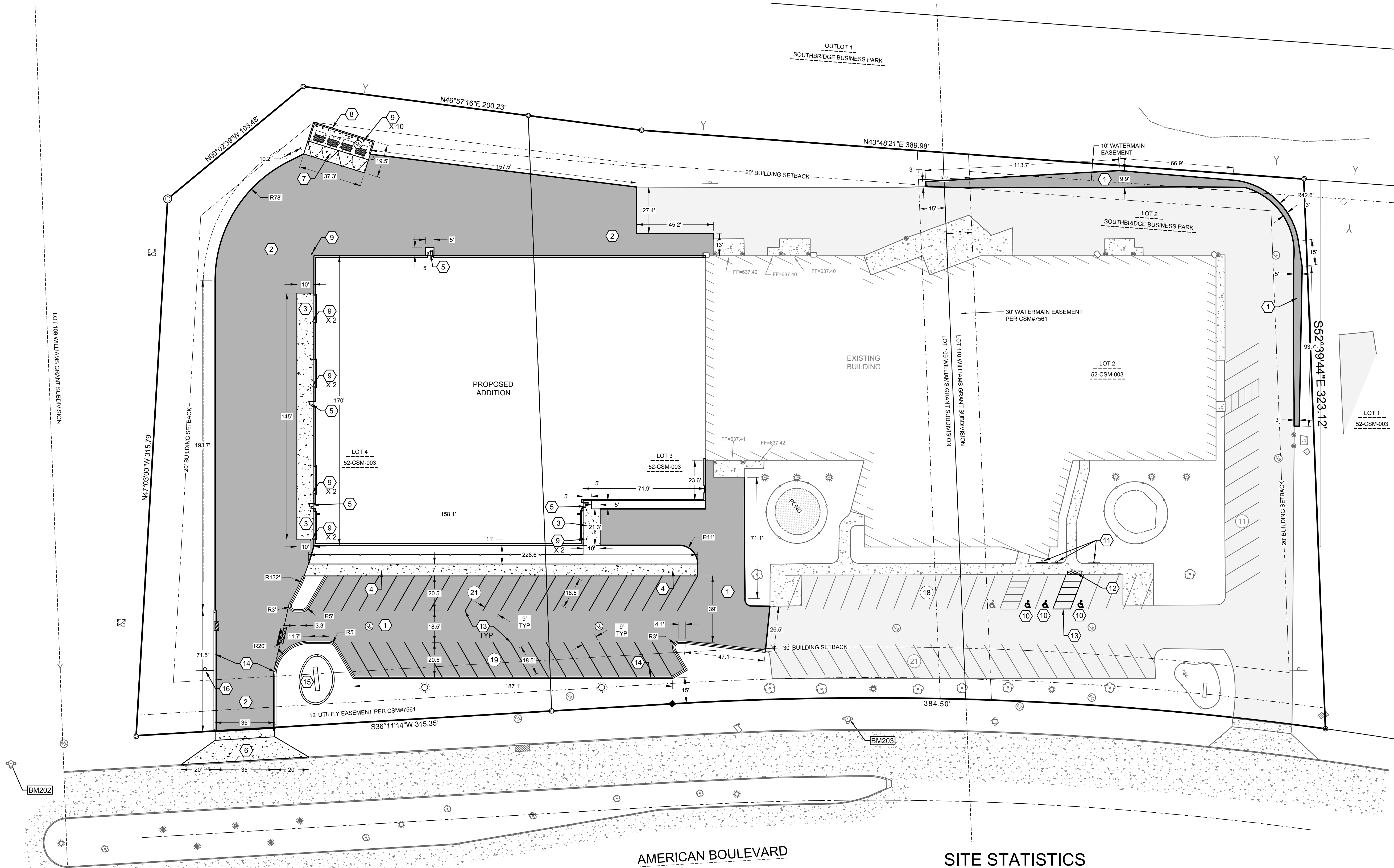
PARCEL ADDRESS: 2222 AMERICAN BOULEVARD
PARCEL NUMBER: WD-1136-1 & WD-1136-3
PARCEL SIZE: 148,221 SF & 80,721 SF = 228,942 SF
ZONING: BP-1: BUSINESS PARK 1

EXISTING SITE
GREEN SPACE: 125,530 SF (54.8%)
IMPERVIOUS AREA
BUILDING: 41,785 SF (18.3%)
PAVEMENT: 61,627 SF (26.9%)
TOTAL IMPERVIOUS: 103,412 SF (45.2%)

PROPOSED SITE
TOTAL DISTURBED AREA: 102,616 SF (2.36 AC)
GREEN SPACE REQUIRED: 20% (45,788 SF)
GREEN SPACE PROVIDED: 57,324 SF (25.0%)
IMPERVIOUS AREA
BUILDING: 78,991 SF (34.5%)
PAVEMENT: 92,627 SF (40.5%)
TOTAL IMPERVIOUS: 171,618 SF (75.0%)

PARKING PROVIDED
PARKING SPACES REQ'D/CALCS: 1 PER 1.5 EMPLOYEES
120 EMPLOYEES / 1.5 = 80 STALLS REQUIRED
93 STALLS; INCLUDES 4 ADA HANDICAP STALLS
PARKING SPACES PROVIDED:

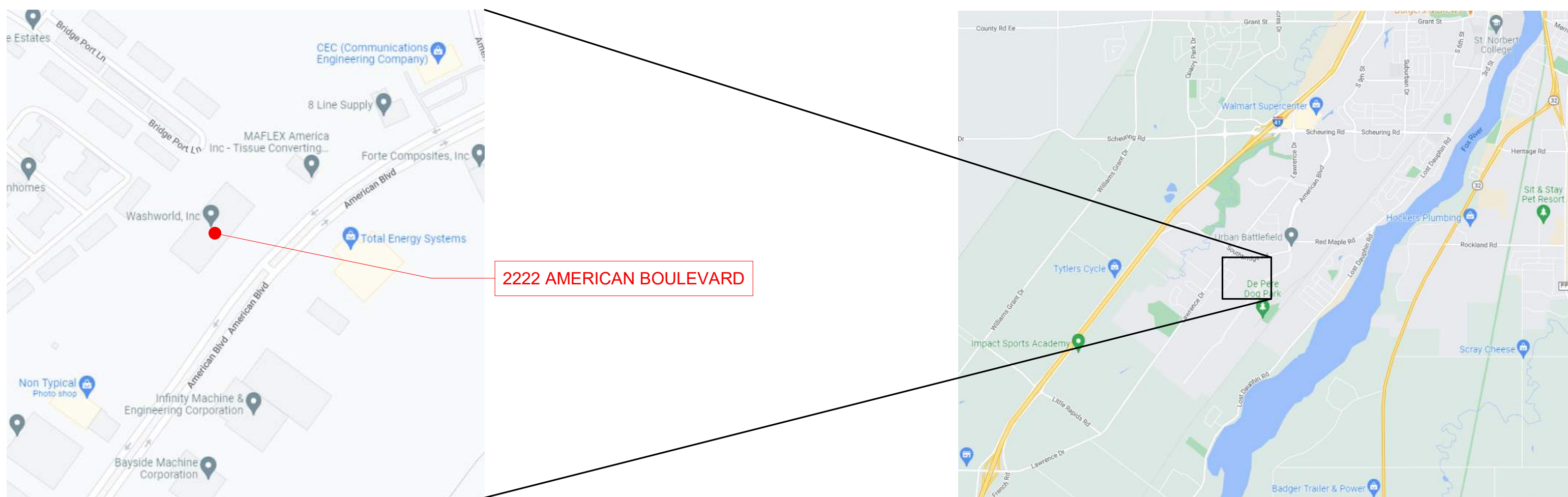
BUILDING HEIGHT: 26'-4"
USE CATEGORY: INDUSTRIAL - LOW IMPACT



WASH WORLD

BUILDING ADDITION

2222 AMERICAN BOULEVARD
DE PERE, WI 54115



SITE LOCATION MAP
NOT TO SCALE



SITE PROXIMITY MAP
NOT TO SCALE



SHEET INDEX			
SHEET NUMBER	SHEET NAME	SHEET ISSUE DATE	CURRENT REVISION DATE
TS	Title Sheet	02/08/23	06/02/23
C1	Site Plan	02/08/23	06/02/23
C1.2	Dumpster Enclosure	06/02/23	
LS	Life Safety Plan	02/08/23	04/20/23
D1	Existing/Demo Plan	02/08/23	04/20/23
EQ1	Proposed Equipment Plan	02/08/23	06/02/23
A1	Building Addition Floor Plan	02/08/23	06/02/23
A2	Door Schedule	04/20/23	06/02/23
A3	Exterior Renders	02/08/23	06/02/23
A3.1	Exterior Renders	02/08/23	06/02/23
A3.2	Building Elevations	02/08/23	06/02/23
A4	Building Sections	02/08/23	06/02/23
A5	Wall Sections	04/20/23	06/02/23
A5.1	Wall Sections	06/02/23	
A6	Roof Plan	02/08/23	06/02/23
S0.1	Precast Plan	04/20/23	06/02/23
S1	Foundation Plan	02/08/23	06/02/23
S2	Framing Plan	02/08/23	06/02/23

SYMBOLS

	DETAIL NUMBER
	DIRECTION SECTION IS CUT
	SHEET SECTION IS LOCATED ON
	GRID LINE DESIGNATION
	FINISH FLOOR ELEV. 100'-0"
	ROOM NAME AND NUMBER
	DOOR TAG
	WINDOW TAG
	ELEVATION NUMBER
	SHEET ELEVATION IS LOCATED ON
	DETAIL NUMBER
	SHEET DETAIL IS LOCATED ON

Notice: These plans/electronic files are the exclusive property of Schuh Construction, Inc., and are loaned with that understanding. Plans/electronic files may not be copied, reproduced, or other use may not be made without the consent of Schuh Construction, Inc. Return upon request.

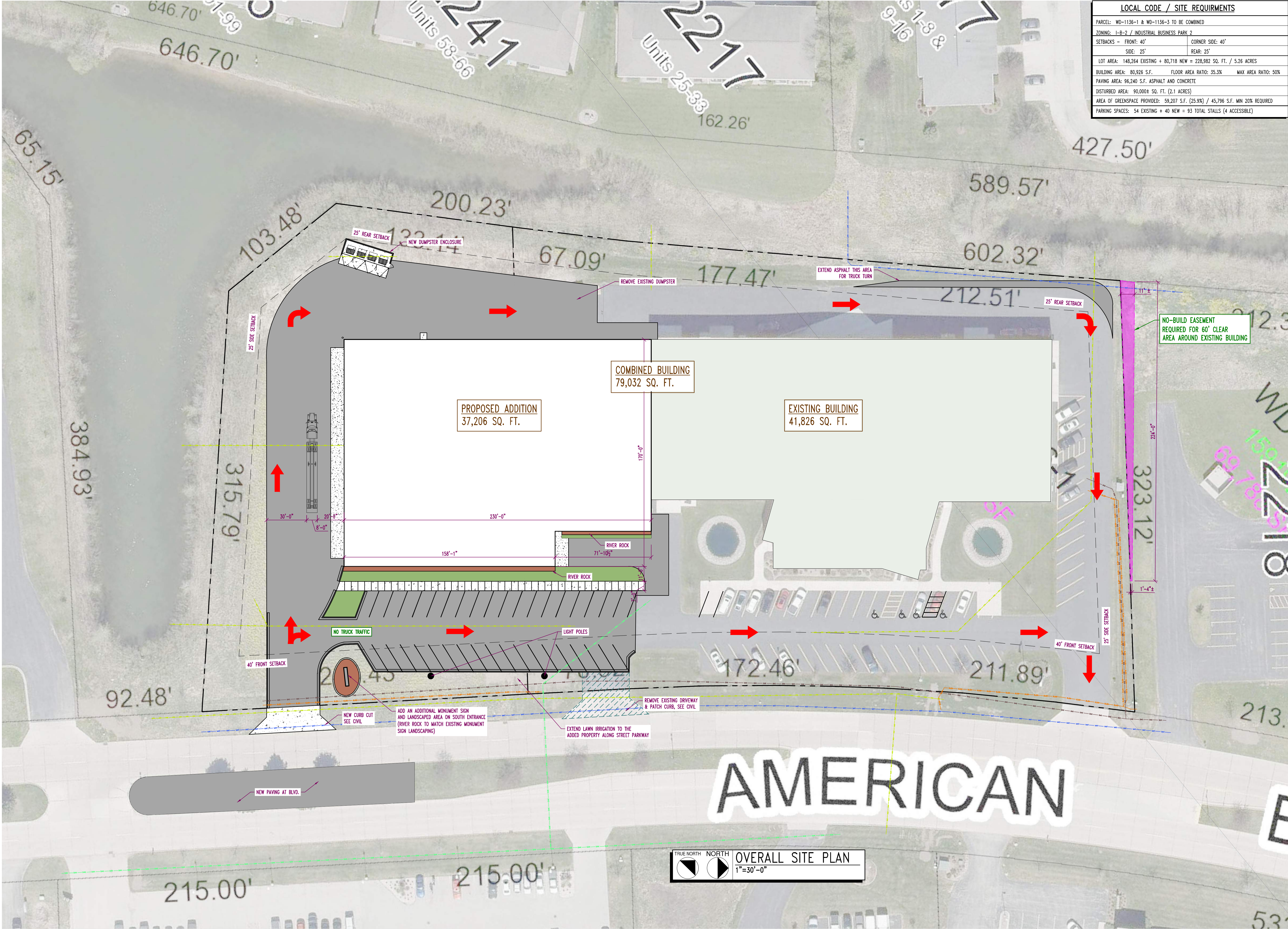
Sheet Issue Date:
02/08/23

Revision History	
Revision Number	Revision Date
1	04/20/23
2	05/11/23
3	06/02/23

PROJECT:
WASH WORLD
BUILDING ADDITION
2222 AMERICAN BOULEVARD
DE PERE, WI 54115

PROJECT NO.:
23-048

SHEET NO.:
TS



LOCAL CODE / SITE REQUIREMENTS	
PARCEL: WD-1136-1 & WD-1136-3 TO BE COMBINED	
ZONING: I-B-2 / INDUSTRIAL BUSINESS PARK 2	
SETBACKS - FRONT: 40'	CORNER SIDE: 40'
SIDE: 25'	REAR: 25'
LOT AREA: 148,264 EXISTING + 80,718 NEW = 228,982 SQ. FT. / 5.26 ACRES	
BUILDING AREA: 80,926 S.F.	FLOOR AREA RATIO: 35.3% MAX AREA RATIO: 50%
PAVING AREA: 96,240 S.F. ASPHALT AND CONCRETE	
DISTURBED AREA: 90,000± SQ. FT. (2.1 ACRES)	
AREA OF GREENSPACE PROVIDED: 59,207 S.F. (25.8%) / 45,796 S.F. MIN 20% REQUIRED	
PARKING SPACES: 54 EXISTING + 40 NEW = 93 TOTAL STALLS (4 ACCESSIBLE)	

DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION

Schuh
CONSTRUCTION, INC.
Established 1976

State ID# 680499

Notice: These plans/electronic files are the exclusive property of Schuh Construction, Inc., and are loaned with that understanding. Plans/electronic files may not be copied, reproduced, or other use may not be made without the consent of Schuh Construction, Inc. Return upon request.

PROJECT:
**WASH WORLD
BUILDING ADDITION**

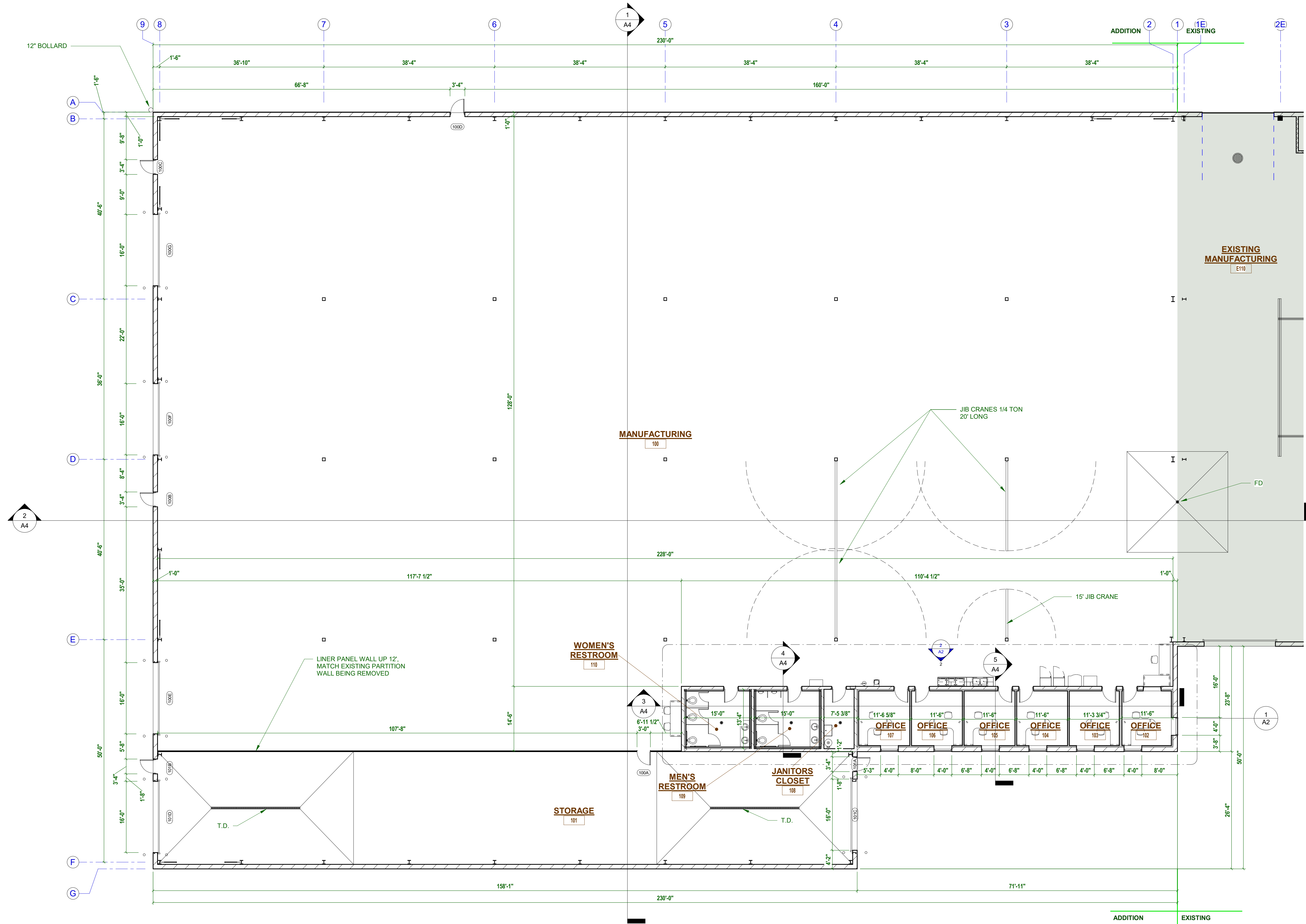
2222 AMERICAN BOULEVARD
DE PERE, WI 54115

PROJECT NO.:
23-048

SHEET NO.:
AC1

9351 Isaar Road, Seymour, WI 54165 / T 920.833.2158 / F 920.833.6465 / www.schuhconstruction.com

METAL BUILDINGS
BUTLER



PROPOSED FIRST FLOOR PLAN
3/32" = 1'-0"

DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION
METAL BUILDINGS

Schuh
CONSTRUCTION, INC.

T.920.833.6465 SCHUHCONSTRUCTION.COM Established 1976

Notice: These plans/electronic files are the exclusive property of Schuh Construction, Inc., and are loaned with that understanding. Plans/electronic files may not be copied, reproduced, or other use may not be made without the consent of Schuh Construction, Inc. Return upon request.

Sheet Issue Date:
02/08/23

Revision History

Revision	Description	Revision Date
Revision 1		04/20/23
Revision 2		05/11/23
Revision 3		06/02/23

PROJECT:
**WASH WORLD
BUILDING ADDITION**
2222 AMERICAN BOULEVARD
DE PERE, WI 54115

PROJECT NO.:
23-048

SHEET NO.:
A1

Building Addition Floor Plan

Page 214 of 231

Author: 6/2/2023 1:55:07 PM
C:\Users\JAC\Documents\Wash World\Gens_23\WASH237.dwg



1
A3

Southeast Render
1/8" = 1'-0" LOOKING NORTHWEST



2
A3

Northeast Render
1/8" = 1'-0" LOOKING SOUTHWEST

Notice: These plans/electronic files are the exclusive property of Schuh Construction, Inc., and are loaned with that understanding. Plans/electronic files may not be copied, reproduced, or other use may not be made without the consent of Schuh Construction, Inc. Return upon request.

Sheet Issue Date:
02/08/23

Revision History	
Revision Description	Revision Date
Revision 1	04/20/23
Revision 2	05/11/23
Revision 3	06/02/23



1
A3.1

Southwest Render

1/8" = 1'-0" LOOKING NORTHEAST



2
A3.1

Northwest Render

1/8" = 1'-0" LOOKING SOUTHEAST

Notice: These plans/electronic files are the exclusive property of Schuh Construction, Inc., and are loaned with that understanding. Plans/electronic files may not be copied, reproduced, or other use may not be made without the consent of Schuh Construction, Inc. Return upon request.

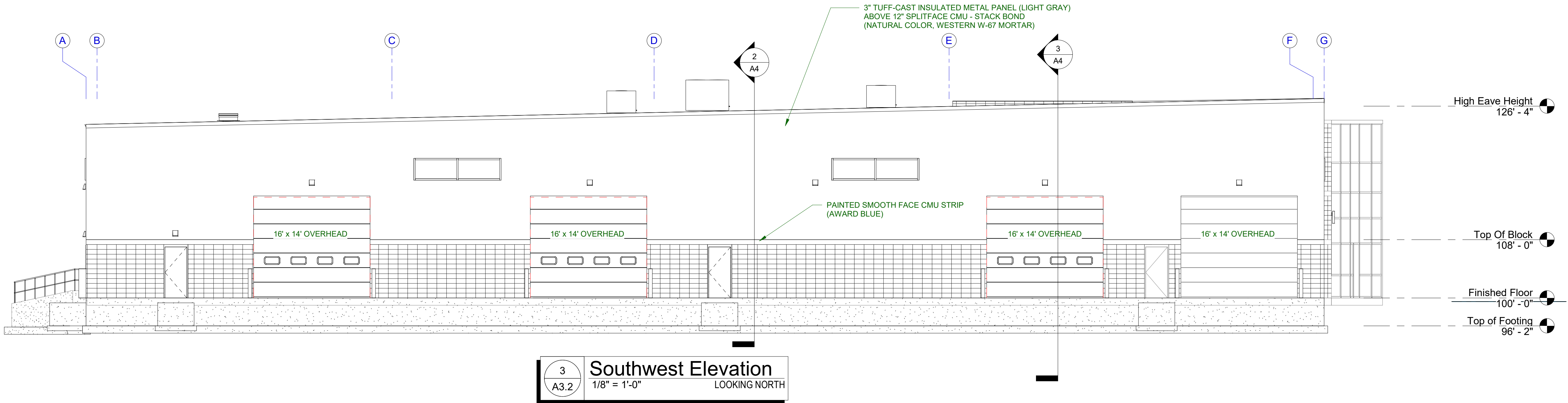
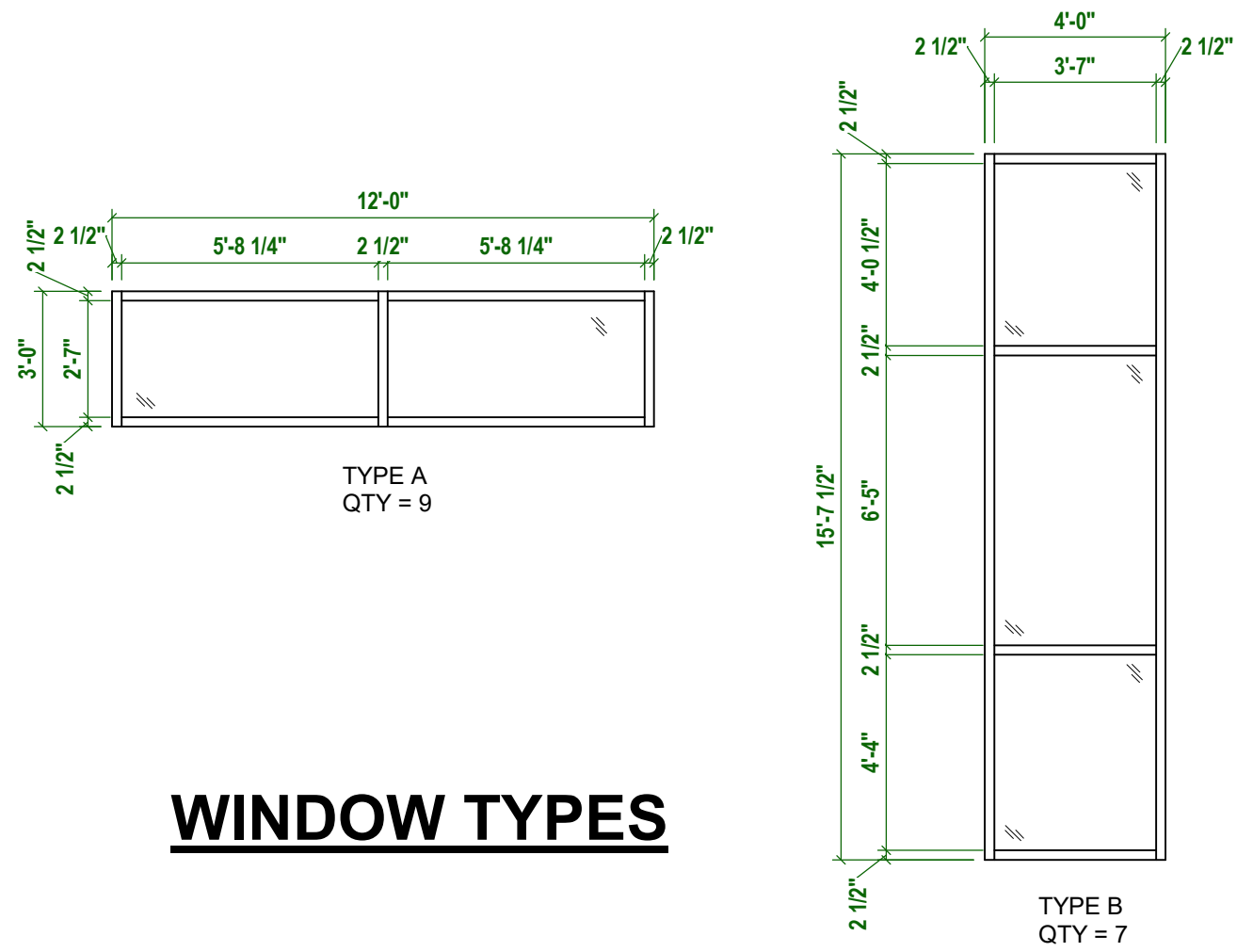
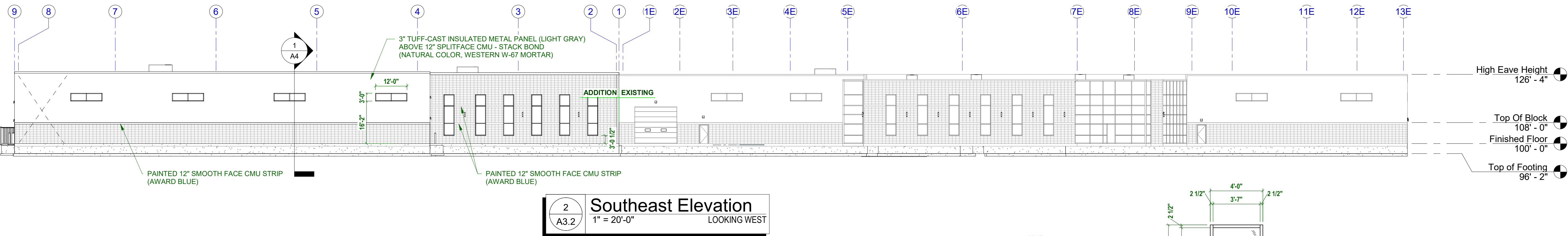
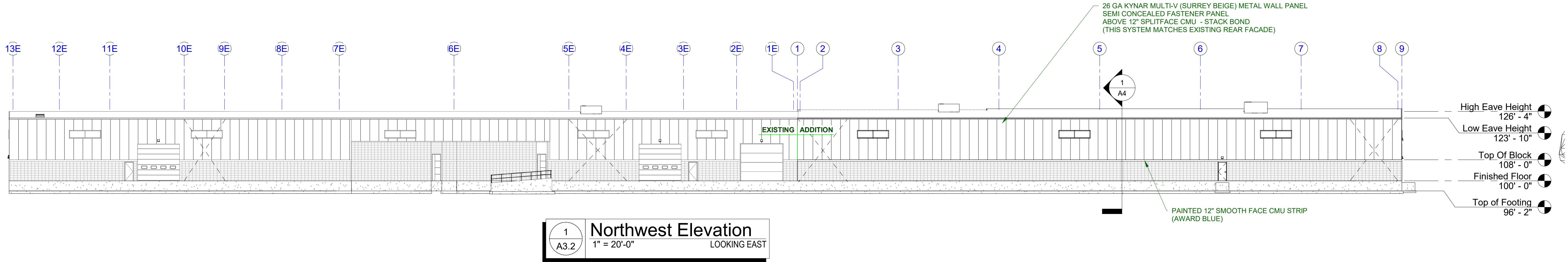
Sheet Issue Date:
02/08/23

Revision History	
Revision Description	Revision Date
Revision 1	04/20/23
Revision 2	05/11/23
Revision 3	06/02/23

PROJECT:
WASH WORLD
BUILDING ADDITION
2222 AMERICAN BOULEVARD
DE PERE, WI 54115

PROJECT NO.:
23-048

SHEET NO.:
A3.1



DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION
METAL BUILDINGS
ESTABLISHED 1976

Schuh
CONSTRUCTION, INC.

7920.833.6465 SCHUHCONSTRUCTION.COM

Notice: These plans/electronic files are the exclusive property of Schuh Construction, Inc., and are loaned with that understanding. Plans/electronic files may not be copied, reproduced, or other use may not be made without the consent of Schuh Construction, Inc. Return upon request.

Sheet Issue Date: 02/08/23

Revision History	
Revision	Revision Date
Revision 1	04/20/23
Revision 2	05/11/23
Revision 3	06/02/23

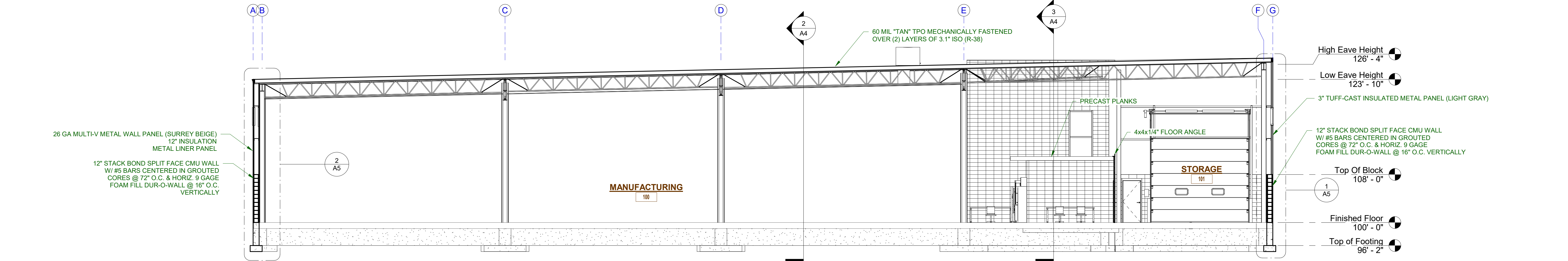
PROJECT:
**WASH WORLD
BUILDING ADDITION**
2222 AMERICAN BOULEVARD
DE PERE, WI 54115

PROJECT NO.:
23-048

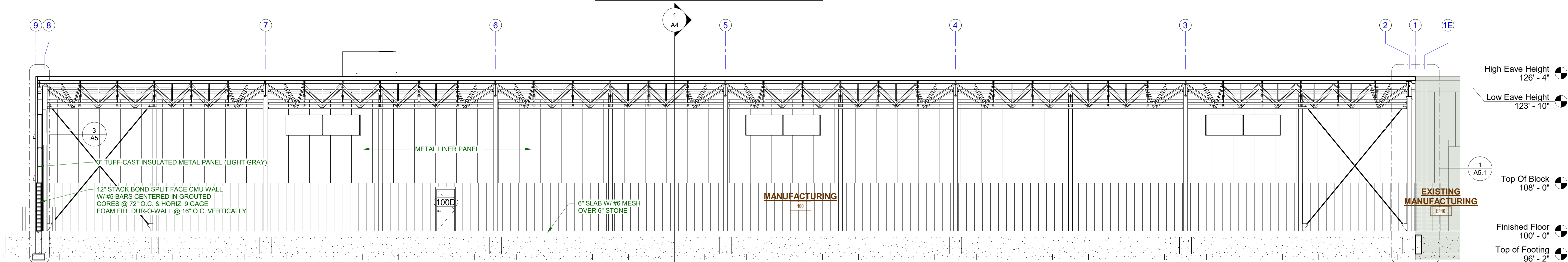
SHEET NO.:
A3.2

Building Elevations

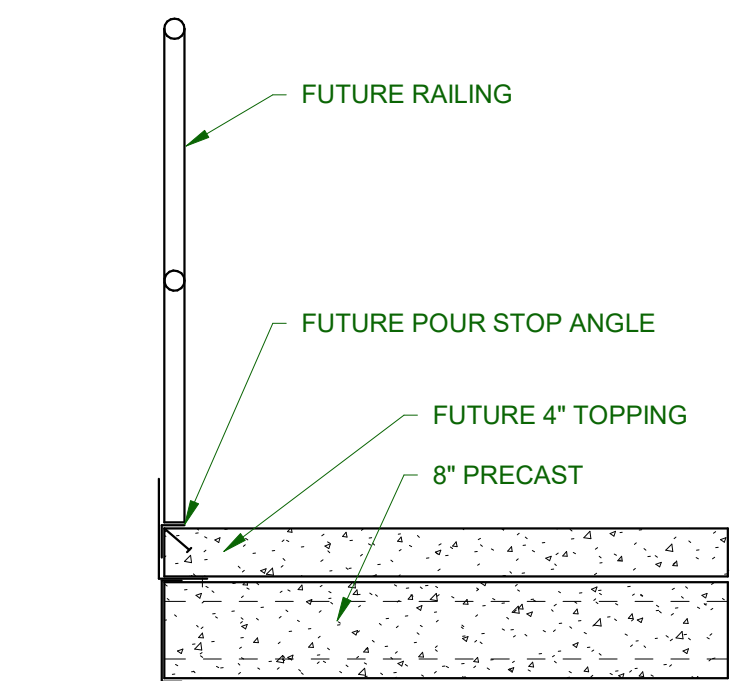
Page 217 of 231



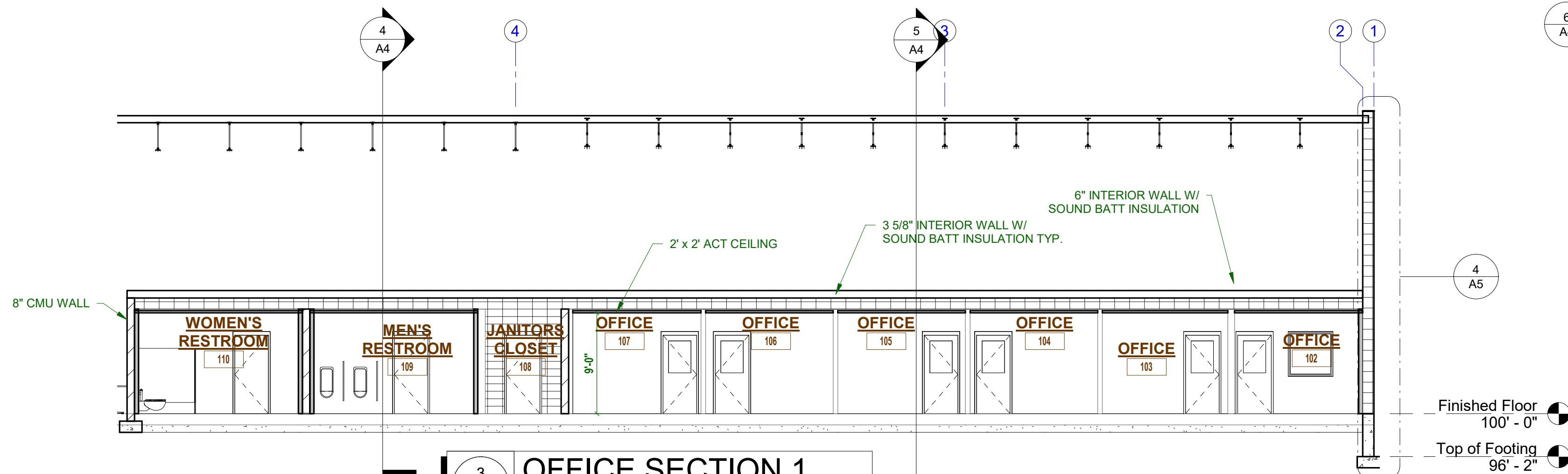
1
A4
Warehouse Addition 1
1/8" = 1'-0" LOOKING NORTH



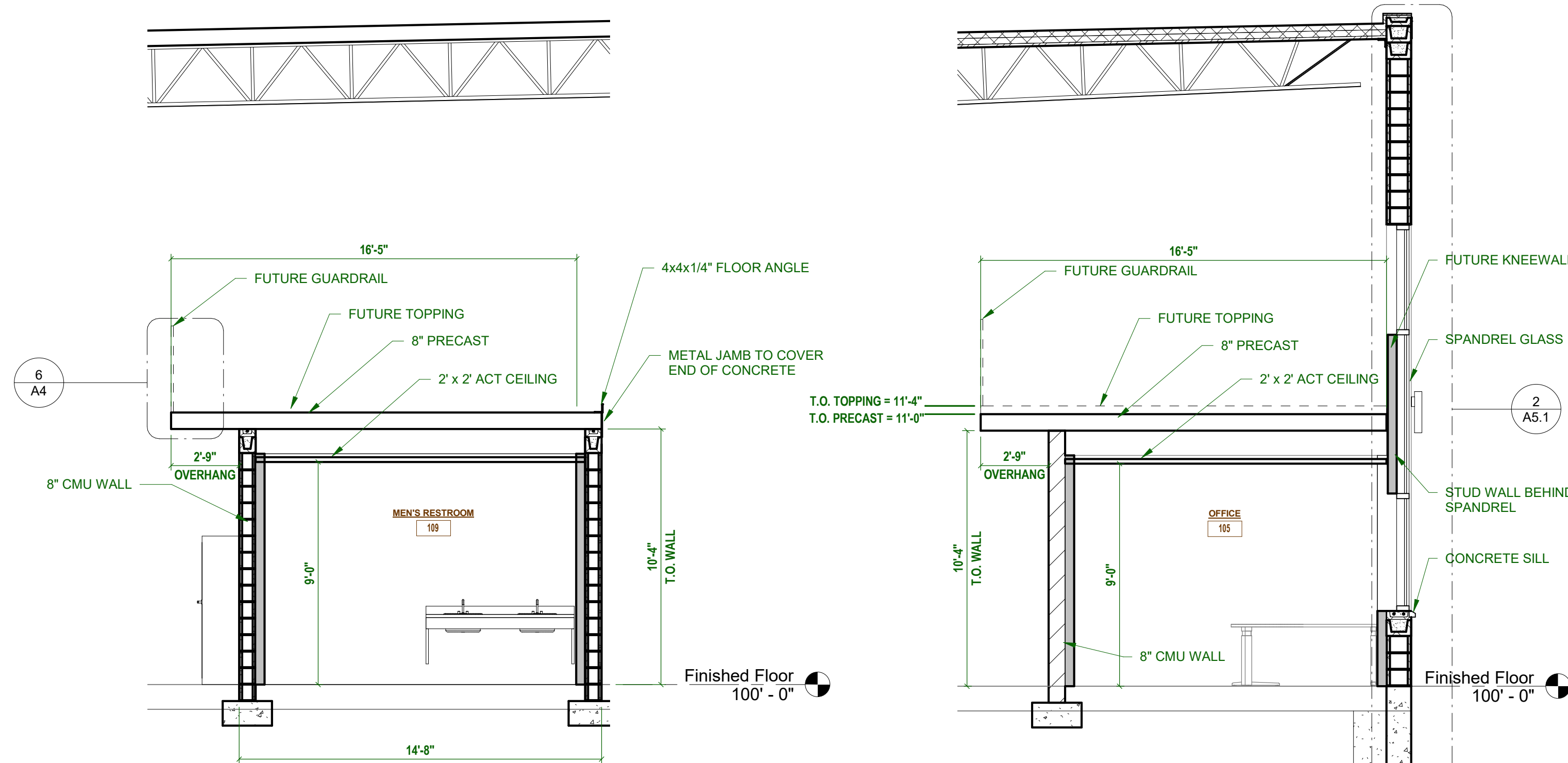
2
A4
Warehouse Addition 2
1/8" = 1'-0" LOOKING WEST



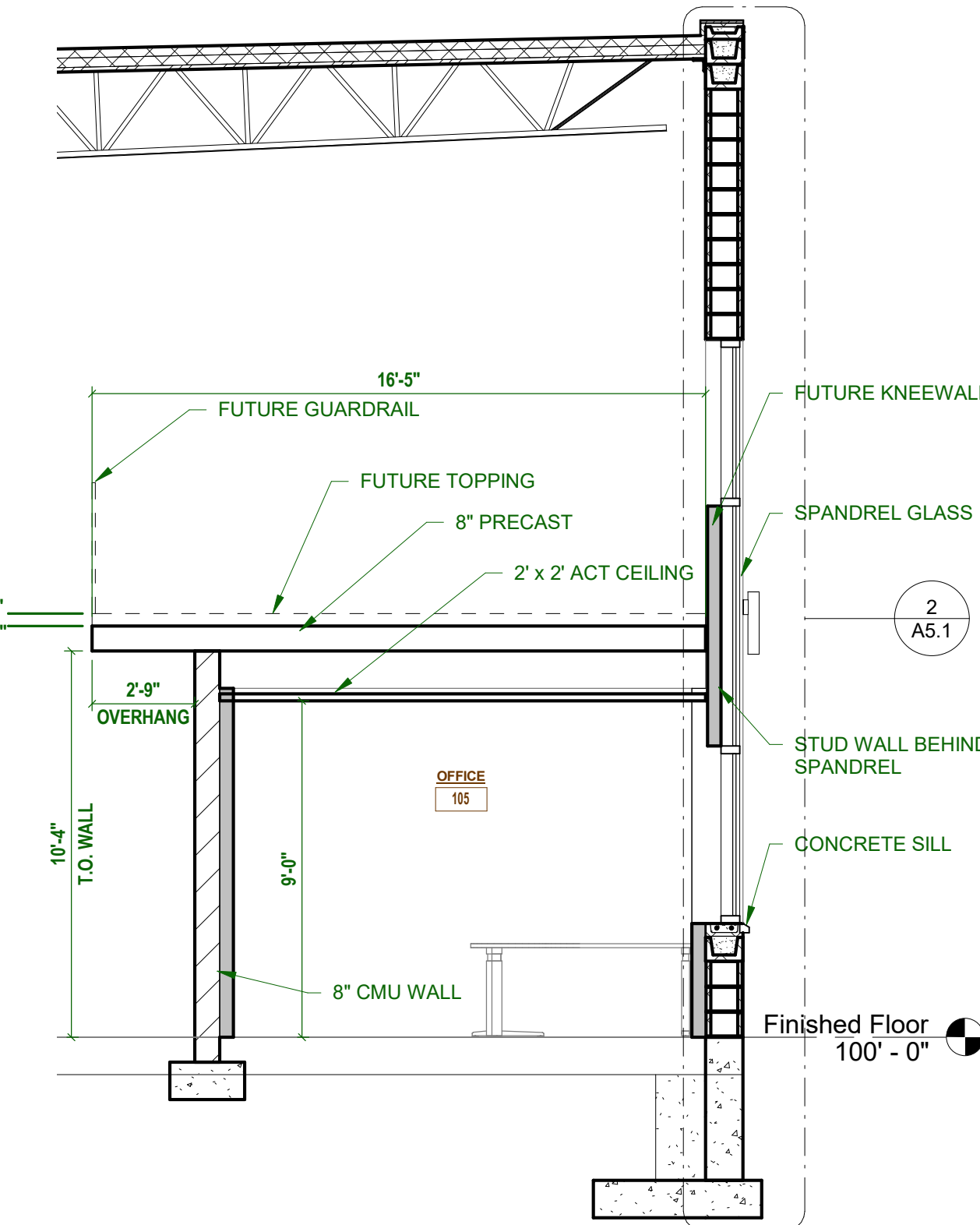
6
A4
FUTURE RAILING SECTION
3/4" = 1'-0"



3
A4
OFFICE SECTION 1
1/8" = 1'-0" LOOKING WEST



4
A4
OFFICE SECTION 2
1/4" = 1'-0" LOOKING NORTH



5
A4
OFFICE SECTION 3
1/4" = 1'-0" LOOKING NORTH

DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION
METAL BUILDINGS
ESTABLISHED 1976

Schuh
CONSTRUCTION, INC.

1-920-833-6465
SCHUHCONSTRUCTION.COM

Author: 6/2/2023 11:55:33 AM
C:\Users\JAC\Documents\Wash World\Genset_23\CHS6257.rvt

Notice: These plans/electronic files are the exclusive property of Schuh Construction, Inc., and are loaned with that understanding. Plans/electronic files may not be copied, reproduced, or other use may not be made without the consent of Schuh Construction, Inc. Return upon request.

Sheet Issue Date: 02/08/23

Revision History	
Revision	Revision Date
Revision 1	04/20/23
Revision 2	05/11/23
Revision 3	06/02/23

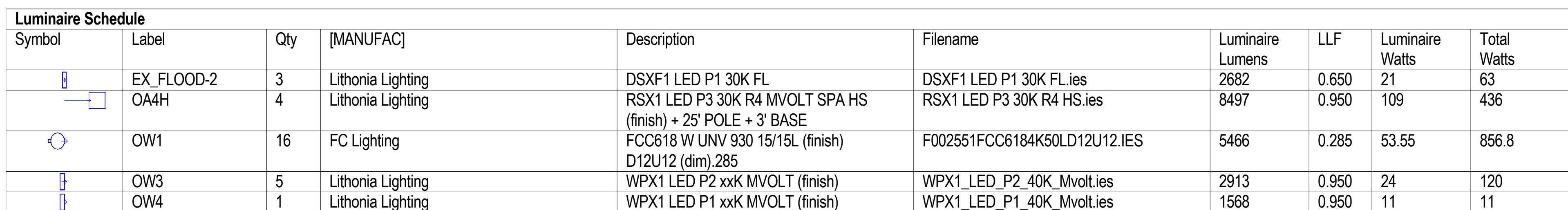
PROJECT:
**WASH WORLD
BUILDING ADDITION**
2222 AMERICAN BOULEVARD
DE PERE, WI 54115

PROJECT NO.:
23-048

SHEET NO.:
A4

Building Sections

Page 218 of 231





City of De Pere, Wisconsin

I.18

Request for Common Council Action

MEETING DATE: September 16, 2025
DEPARTMENT: Development Services
FROM: Quasan Shaw, Community & Economic Development Specialist
SUBJECT: Resolution #25-105 Authorizing Submission of Wisconsin Economic Development Corporation Community Development Investment Grant Application.
RECOMMENDED ACTION: Motion to Approve

Development Services is submitting an application to the WEDC for a \$250,000 CDI grant to assist with infrastructure costs for the Shopko redevelopment.

ATTACHMENTS:
Reso25-105

RESOLUTION #25-105

AUTHORIZING SUBMISSION OF WISCONSIN ECONOMIC DEVELOPMENT
CORPORATION COMMUNITY DEVELOPMENT INVESTMENT GRANT APPLICATION

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) Community Development Investment (CDI) Grant Program is a state program for municipal applicants which is intended to provide financial incentives for shovel ready, catalytic projects in Wisconsin communities, with an emphasis on community-driven commercial corridor efforts to spur economic development; and

WHEREAS, De Pere 230 Development Partners LLC has requested that the city apply for the CDI grant to assist in its redevelopment efforts at the former Shopko site on North Wisconsin Street, Parcel No. ED861-2, the proposed location being part of a multi-faceted development project in the City's downtown area; and

WHEREAS, the City is interested in assisting De Pere 230 Development Partners LLC by making application for the CDI grant, which requires necessary approval of the City Council for preparation and filing of an application for the City to receive funds in the maximum amount of \$250,000.00.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Council hereby approves and authorizes the preparation and filing of an application for the above-referenced project.

BE IT FURTHER RESOLVED THAT:

The City Manager is hereby authorized to sign all necessary documents on behalf of the City.

BE IT FURTHER RESOLVED THAT:

The Development Services Department and the Law Department are authorized to take all necessary steps to prepare and file the application for funds under this program in accordance with this resolution and accept any grant funding ultimately awarded.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of September, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____



City of De Pere, Wisconsin

I.19

Request for Common Council Action

MEETING DATE: September 16, 2025
DEPARTMENT: Administration
FROM: James Boyd, Mayor
SUBJECT: Reappointment of Ted Penn to the Redevelopment Authority
by Mayor Boyd - term to expire October 1, 2030.
RECOMMENDED ACTION: Approval

ATTACHMENTS:
None



City of De Pere, Wisconsin

I.20

Request for Common Council Action

MEETING DATE: September 16, 2025
DEPARTMENT: City Attorney
FROM: Joanne Bungert, City Attorney
SUBJECT: Discussion and Possible Action on Continuing Participation in Opioid Litigation.
RECOMMENDED ACTION: Motion to approve

ATTACHMENTS:

Action_Required_Purdue_Direct_Settlement_-_C

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

De Pere city, WI
Reference Number: CL-1738248

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Wisconsin, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com.

Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel or the Implementation Administrator at opioidsparticipation@rubris.com.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: De Pere city	State: WI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

