



Common Council

Regular Meeting

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

Agenda

Tuesday, October 7, 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 **October 7, 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 16, 2025 Common Council meeting.
 4. Public Hearing to act on a request for a zoning map amendment to remove PDD overlays at multiple parcels on Lawrence Drive.
 - A. Notice of public hearing.
 - B. Recommendation from Plan Commission.
 - C. Ordinance #25-11 Approving Zoning Map Amendment to remove Planned Development District Overlay from 122 properties generally located east from Lawrence Drive, north of Garroman Drive and approximately 230 feet west from American Boulevard.
 5. Public hearing to act on a request for a zoning map amendment at American Boulevard and

Red Maple Road.

- A. Notice of public hearing.
 - B. Recommendation from Plan Commission.
 - C. Ordinance #25-12 Approving Zoning Map Amendment from BP-2, Business Park 2 District to PUD, Planned Unit Development District (Parcel Nos. WD-1040, WD-1041-1, WD-1041-2, WD-1042 and WD-1043).
- 6. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
 - 7. Presentation from the De Pere Beautification Committee.
 - 8. Recommendation from Plan Commission to approve a 3-lot and 1-outlot certified survey map at 1100 Employers BL (Parcels WD-D0031, WD-364-D-502).
 - 9. Recommendation from Plan Commission to approve a 2-lot extraterritorial certified survey map at 2200 BLK Beck WY in Lawrence (Parcel L-451-4).
 - 10. Recommendation from Plan Commission to approve a 44-lot and 1-outlot extraterritorial preliminary plat of Rock Ridge Estates at 2200 BLK Beck WY in Lawrence (Parcels part of L-451-1, L-452-5).
 - 11. Recommendation from the Board of Park Commissioners to accept a donation from the Pink Flamingos to place a statue and plaque at Legion Park valued at \$3,000.
 - 12. Recommendation from the Board of Park Commissioners to allocate up to \$5,000 from the beer garden revenues to fund recommended improvements to the Legion Park disc golf course.
 - 13. Recommendation from the License Committee on a renewal application for a Class "B" Fermented Malt Beverage License for De Pere Deacons Hockey Team, Inc. (DBA De Pere Deacons), 1450 Fort Howard Av. Agent: David E. Lepp, Green Bay WI.
 - 14. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor License for Lucky Lotus LLC (DBA Lucky Lotus - Asian Fusion), 101 Fort Howard Av. Agent: Alison C. Porter, Appleton WI.
 - 15. Resolution #25-106 Ratifying and Accepting a grant from David L. and Rita E. Nelson Family Fund in the amount of \$100,000 for improvements to Wilson Park.
 - 16. Resolution #25-107 Approving Fox River State Trail Winter Maintenance Cost Share Memorandum of Understanding among the City of De Pere, the Village of Allouez, the City of Green Bay and Brown County.
 - 17. Resolution #25-108 Authorizing transfer of \$3,000 from Unassigned Reserves to fund additional City Entrance Signs.
 - 18. Resolution #25-109 Authorizing AT&T Utility Easement (300 BLK Main AV; Parcel Nos.

WD-917-1 and WD-917-2).

19. Resolution #25-110 Authorizing Development Agreement with Phoenix of DePere, LLC (Parcel Nos. WD-364-D-502 and WD-D0031; 1100 Employers Boulevard).
20. Notification of Letter of Support provided to the Wisconsin Department of Transportation for Standalone Curb Ramp Improvement Project.
21. Consideration and possible action on Consent to Collateral Assignment of Payment Rights between De Pere Hotel Associates, LLC and Community First Credit Union regarding the former Shopko site - Hotel Project.

II. Future Agenda Items

III. Adjournment

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

Agenda Sent To:

Alderspersons

City Manager

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Definitely De Pere



City of De Pere, Wisconsin

I.3

Request for Common Council Action

MEETING DATE: October 7, 2025
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Approval of the minutes of the September 16, 2025 Common Council meeting.
RECOMMENDED ACTION: Motion to approve.

ATTACHMENTS:
9-16-25 Common Council minutes_draft



Common Council

Regular Meeting

Draft Minutes

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

Tuesday, September 16, 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 (remote), Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

2. Pledge of Allegiance.

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

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

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

None.

5. 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.

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

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.

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

8. Consideration and possible action on additional City entrance sign design (referred back to staff at the August 19, 2025 meeting).

Staff presented three sign options; two that were displayed at the previous meeting, and a third hybrid design of the original two. Alderperson Kunding moved, seconded by Alderperson Hansen to approve the hybrid design. Finance Director/Treasurer Pam Manley recommended using \$3,000 from unassigned reserves to pay for the signs. Alderpersons Kunding and Hansen then amended their motion and second to include the funding source.

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

9. Ordinance #25-09 Amending Chapter 82 of the De Pere Municipal Code regarding Solid Waste and Recycling.

Public Works Director Scott Thoresen explained that this ordinance removes the limits on how many times residents can purchase overflow tags.

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

10. Ordinance #25-10 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

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

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).

Public Works Director Scott Thoreson displayed images of what the underpass could look like with different types of paved slope, or with prairie grasses instead. He reported that no decision needs to be made tonight; the City must inform the Department of Transportation of a decision in the next six months. Alderperson Carpenter requested that staff share the options with residents in that area to get their opinions.

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

12. Resolution #25-99 Authorizing Professional Service Agreement between City of De Pere and Corre, Inc. for Real Estate Services for STH 32.

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

13. Resolution #25-100 Approving Intergovernmental Cooperative Agreement for the Wisconsin Recycling Consolidation Grant for 2026.

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

14. Resolution #25-101 Approving Grant Agreement Modification to State of Wisconsin Department of Health Services Contract #65397-3.

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

15. Resolution #25-102 Authorizing Extension of Agreement for Auditing Services with CliftonLarsonAllen LLP.

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

16. Resolution #25-103 Authorizing Development Agreement with Valley Cabinet, Inc. (Parcel No. ED-F0101; 1840 South Broadway Street).

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

17. Resolution #25-104 Authorizing Development Agreement with Washworld of DePere LLC (Parcel No. WD-1136-1; 2222 American Boulevard).

Development Services Director Dan Lindstrom answered questions on the percentage difference in the developer's incentives in this agreement and the one in the previous agenda item.

RESULT:	ADOPTED BY ROLL CALL VOTE [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

18. Resolution #25-105 Authorizing Submission of Wisconsin Economic Development Corporation Community Development Investment Grant Application.

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

19. Reappointment of Ted Penn to the Redevelopment Authority by Mayor Boyd - term to expire October 1, 2030.

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

20. Discussion and Possible Action on Continuing Participation in Opioid Litigation.

Alderson Carpenter moved, seconded by Alderson Ledvina to approve participation in the proposed direct settlement.

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

II. Future Agenda Items

None.

III. Adjournment

Mayor Boyd moved, seconded by Alderson Nelson to adjourn the meeting at 8:03 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

I.4.A

Request for Common Council Action

MEETING DATE: October 7, 2025
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Notice of public hearing.
RECOMMENDED ACTION:

ATTACHMENTS:

Public Hearing Notice_Zoning Map Amendment_Lawrence Dr_10-7-25_Class 2

Publish: September 19, 2025, and September 26, 2025, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

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

Parcels WD-1693, WD-1694, WD-1695, WD-1696, WD-1697, WD-1699, WD-1700, WD-1701, WD-1702, WD-1703, WD-1704, WD-1705, WD-1706, WD-1707, WD-1708, WD-1709, WD-1710, WD-1711, WD-1712, WD-1713, WD-1714, WD-1715, WD-1716, WD-1717, WD-1718, WD-1719, WD-1720, WD-1721, WD-1722, WD-1723, WD-1724, WD-1725, WD-1726, WD-1727, WD-1728, WD-1729, WD-1730, WD-1731, WD-1732, WD-1733, WD-1734, WD-1735, WD-1736, WD-1737, WD-1738, WD-1739, WD-1740, WD-1741, WD-1742, WD-1743, WD-1745, WD-1746, WD-1747, WD-1748, WD-1749, WD-1750, WD-1751, WD-1752, WD-1753, WD-1758, part of WD-1759, WD-1788, WD-1789, WD-1812, WD-1813, WD-1869, WD-1870, WD-1871, WD-1872, WD-1873, WD-1874, WD-1876, WD-1877, WD-1878, WD-1879, WD-1880, WD-1881, WD-1882, WD-1883, WD-1884, WD-1885, WD-1886, WD-1887, WD-1888, WD-1895, WD-1896, WD-1897, WD-1898, WD-1899, WD-1900, WD-1901, WD-1902, WD-1903, WD-1904, WD-1905, WD-1906, WD-1907, WD-1908, WD-1987, WD-1988, WD-1989, WD-1990, WD-1991, WD-1992, WD-1993, WD-1994, WD-1995, WD-1996, WD-1997, WD-1998, WD-1999, WD-2000, WD-2001, WD-2002, WD-2003, WD-2004, WD-2005, WD-2006, WD-2007, WD-2008, WD-2009, and WD-2010, generally located 0.0 feet east from Lawrence DR (near County Clare RD intersection), 0.0 feet north from Garroman DR (near Tipperary TR intersection), and approximately 230 feet west from American BL.

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

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

Dated this 26th day of August, 2025.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk



City of De Pere, Wisconsin

I.4.B

Request for Common Council Action

MEETING DATE:	October 7, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schleinz, City Planner/Zoning Administrator
SUBJECT:	Recommendation from Plan Commission.
RECOMMENDED ACTION:	Approval

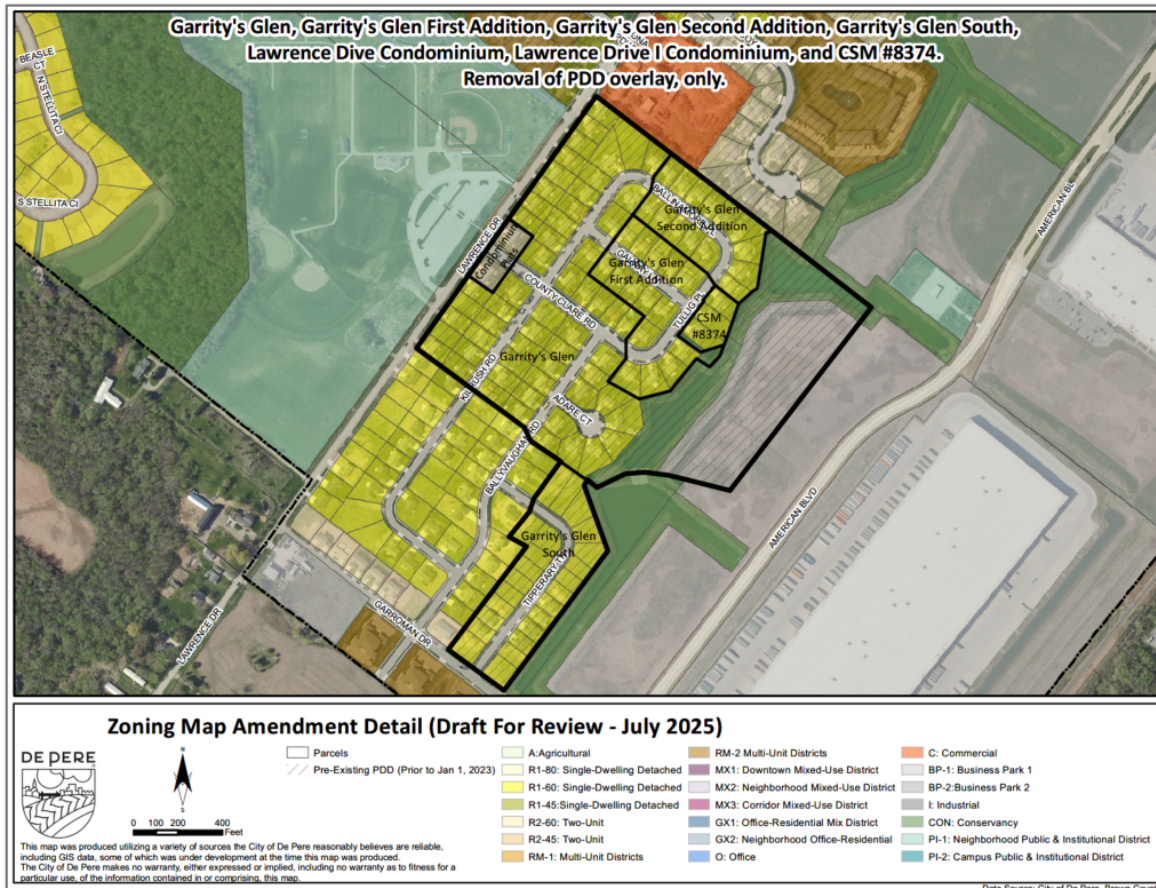
On August 26, 2027, Plan Commission unanimously recommended approval by a vote of 6-0.

ATTACHMENTS:

PC Report, Application and Supporting Documents - 13 Aug 2025

Consideration and possible action for a zoning map amendment to remove PDD overlays from 122 parcels, generally located east from Lawrence DR, north from Garroman DR, and west from American BL.*

SITE MAP



REQUESTED ACTION: Zoning Map Amendment Request to remove PDD Overlays (File ZMA 25-05).

NOTE: The request is for removing PDD overlays on seven plats and CSM:

1. Garrity's Glen
2. Lawrence Drive Condominium I
3. 2451-2453 Lawrence Drive Condominium
4. Garrity's Glen First Addition
5. CSM #8374
6. Garrity's Glen Second Addition
7. Garrity's Glen South

COMMON DESCRIPTION: 122 parcels generally located east from Lawrence DR, north from Garroman DR, and approximately 230 feet west from American BL.

SURROUNDING LAND USES: Business (C) and two-unit residential (R2-60 PDD) to the north. Business Park (BP-1) and multi-unit residential (RM-2) to the south. Storm Pond (CON) and Business Park (BP-2) to the east. Southwest Park (PI-1) to the west.

COMPREHENSIVE PLAN: Neighborhood Residential (Including Multi-Family and Business Park.)

APPLICANT / OWNERS: Authorized Representative Property Owner
City of De Pere Multiple (122 parcels)
ATTN: Peter Schlein
335 N Broadway ST
De Pere, WI 54115

LAND USE HISTORY: After a review of air photographs, the site began developing after 2005.

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

Existing Zoning District

The Site Map reflects the specific zoning district for each of the 122 parcels, which includes: R1-60, R2-60, CON, and BP-2 Districts. The underlying zoning is not proposed to change. Only the PDD overlays, created in September 2004 and December 2018, are proposed to be removed.

Specific details about the PDD overlays and each of the seven plats and CSM are provided separately within the “*Staff Review:: Specific for each Land Division*” section of this Staff Report. Plan Commission may act on each of the seven separately, or on all seven as a group.

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. The 2010 Comprehensive Plan Update identifies future land uses as Neighborhood Residential (Including Multi-Family and Business Park.) The site is near the south city limits, by Lawrence.

CLIP FROM FUTURE LAND USE MAP



**FUTURE
NEIGHBORHOOD
RESIDENTIAL
(INCLUDING MULTI-
FAMILY)
AND
BUSINESS PARK**

Desired Development Patterns

The underlying R1-60, R2-60, CON, and BP-2 Districts remain unchanged if the PDD overlays are removed. The permitted uses and conditional uses for each district are in Zoning Ordinance Article VII and summarized in Table 7-1.

There are two specific PDD overlay areas. The Year 2004 PDD overlay area in the center and north, proposed zoning with higher densities only. The Year 2018 PDD overlay, in the southeast, proposed variations for street frontage, lot size, and interior side setbacks.

**STAFF REVIEW (SPECIFIC
FOR EACH LAND DIVISION)**

The request to remove two PDD overlays from seven separate land divisions. Below is a summary for each of the seven land divisions with details about the specific PDD overlay and impacts of removing the PDD overlay.

1. Garrity's Glen

The plat was recorded on June 2, 2005, with 58 single-dwelling lots, 2 two-unit lots, and 7 outlots for future development.

The PDD Overlay was approved in September 2004 to propose higher densities, but did not change existing Zoning Ordinance regulations.

Removing the PDD overlay would not change anything because the subdivision has been utilizing the existing Zoning Ordinance regulations since the plat and PDD overlay were created. No additional benefits are offered by the PDD overlay.

2. Lawrence Drive Condominium I

The plat was recorded on June 1, 2006, with 1 two-unit lot, which was an existing two-unit lot from Garrity's Glen (Lot 52).

The PDD Overlay was approved in September 2004 with the Garrity's Glen plat, and did not change existing Zoning Ordinance regulations.

Removing the PDD overlay would not change anything because the subdivision has been utilizing the existing Zoning Ordinance regulations since the plat and PDD overlay were created. No additional benefits are offered by the PDD overlay.

3. 2451-2453 Lawrence Drive Condominium

The plat was recorded on October 26, 2006, with 1 two-unit lot, which was an existing two-unit lot from Garrity's Glen (Lot 6).

The PDD Overlay was approved in September 2004 with the Garrity's Glen plat, and did not change existing Zoning Ordinance regulations.

Removing the PDD overlay would not change anything because the subdivision has been utilizing the existing Zoning Ordinance regulations since the plat and PDD overlay were created. No additional benefits are offered by the PDD overlay.

4. Garrity's Glen First Addition

The plat was recorded on April 4, 2011, with 17 single-dwelling lots and three outlots, which were all or part of four outlots from Garrity's Glen (all of Outlots 2 and 3, and part of Outlots 4 and 5).

The PDD Overlay was approved in September 2004 with the Garrity's Glen plat, and did not change existing Zoning Ordinance regulations.

Removing the PDD overlay would not change anything because the subdivision has been utilizing the existing Zoning Ordinance regulations since the plat and PDD overlay were created. No additional benefits are offered by the PDD overlay.

5. CSM #8374

The CSM was recorded on October 24, 2013, with 3 single-dwelling lots and one outlot, which was part of two outlots from Garrity's Glen (part of Outlots 2 and 5).

The PDD Overlay was approved in September 2004 with the Garrity's Glen plat, and did not change existing Zoning Ordinance regulations.

Removing the PDD overlay would not change anything because the subdivision has been utilizing the existing Zoning Ordinance regulations since the plat and PDD overlay were created. No additional benefits are offered by the PDD overlay.

6. Garrity's Glen Second Addition

The plat was recorded on February 14, 2014. The plat included 14 single-dwelling lots, which was part of one outlot from Garrity's Glen (part of Outlot 5).

The PDD Overlay was approved in September 2004 with the Garrity's Glen plat, and did not change existing Zoning Ordinance regulations.

Removing the PDD overlay would not change anything because the subdivision has been utilizing the existing Zoning Ordinance regulations since the plat and PDD overlay were created. No additional benefits are offered by the PDD overlay.

7. Garrity's Glen South

The plat was recorded on June 28, 2019. The plat included 70 single-dwelling lots, 8 two-unit lots, 2 multi-unit lots, and 3 outlots. Only 24 of the single-dwelling lots are covered by a PDD overlay.

The PDD Overlay was approved on December 18, 2018, and a Precise Implementation Plan (PIP) was approved on February 5, 2019. The following Table compares the three regulations that the PDD Overlay and PIP created to today's 2025 Zoning Ordinance Regulations:

Garrity's Glen South Comparison of Regulations		
Topic	2018 PDD & 2019 PIP	2025 Zoning Ordinance
Minimum Street Frontage	70'	60' interior lot 70' corner lot
Minimum Lot Size	8,500 SF interior lot 10,000 SF corner lot	7,000 SF
Minimum Interior side setback	8'	6'

The intent of a PDD overlay and PIP is to offer more flexibility and design opportunities for a development than the Zoning Ordinance allowed back in 2018-2019. The Zoning Ordinance was rewritten in 2023, and the above three PDD regulations now are placing increased restrictions on the 24 single-dwelling lots for street frontage, lot size, and interior-side setbacks.

SUMMARY

For Land Divisions #1-6, above

All six land divisions follow the same PDD overlay that was created in 2004. The PDD overlay proposed higher densities but only established zoning districts. The existence of a PDD overlay provides no benefits to the property owners, and all properties already follow the existing Zoning Ordinance regulations.

For Land Division #7, above:

The land division follows the PDD overlay that was created in 2018, with regulations that are more restrictive than the previous Zoning Ordinance. The existence of a PDD overlay provides no benefits to the property owners, and all properties already follow the existing Zoning Ordinance regulations.

NEIGHBOR OUTREACH

The publishing of a Class II public notice and public hearing is required for the removal of a PDD overlay. As a courtesy, property owners of the 122 parcels were notified by mail. One email and two telephone inquiries were made by property owners seeking clarification about what the removal of a PDD Overlay means and about regulations that may change. The public hearing is tentatively scheduled for the September 16, 2025, Common Council meeting.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the request for a zoning map amendment to remove PDD overlays from 122 parcels, generally located east from Lawrence DR, north from Garroman DR, and west from American BL. A zoning map amendment must comply with the following:

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



Planning/Zoning Application

Submitted On:

Aug 13, 2025, 11:51AM EDT

Planning & Zoning Department

Parcel Number: (Include ALL parcels)	WD-1693, WD-1694, WD-1695, WD-1696, WD-1697, WD-1699, WD-1700, WD-1701, WD-1702, WD-1703, WD-1704, WD-1705, WD-1706, WD-1707, WD-1708, WD-1709, WD-1710, WD-1711, WD-1712, WD-1713, WD-1714, WD-1715, WD-1716, WD-1717, WD-1718, WD-1719, WD-1720, WD-1721, WD-1722, WD-1723, WD-1724, WD-1725, WD-1726, WD-1727, WD-1728, WD-1729, WD-1730, WD-1731, WD-1732, WD-1733, WD-1734, WD-1735, WD-1736, WD-1737, WD-1738, WD-1739, WD-1740, WD-1741, WD-1742, WD-1743, WD-1745, WD-1746, WD-1747, WD-1748, WD-1749, WD-1750, WD-1751, WD-1752, WD-1753, WD-1758, part of WD-1759, WD-1788, WD-1789, WD-1812, WD-1813, WD-1869, WD-1870, WD-1871, WD-1872, WD-1873, WD-1874, WD-1876, WD-1877, WD-1878, WD-1879, WD-1880, WD-1881, WD-1882, WD-1883, WD-1884, WD-1885, WD-1886, WD-1887, WD-1888, WD-1895, WD-1896, WD-1897, WD-1898, WD-1899, WD-1900, WD-1901, WD-1902, WD-1903, WD-1904, WD-1905, WD-1906, WD-1907, WD-1908, WD-1987, WD-1988, WD-1989, WD-1990, WD-1991, WD-1992, WD-1993, WD-1994, WD-1995, WD-1996, WD-1997, WD-1998, WD-1999, WD-2000, WD-2001, WD-2002, WD-2003, WD-2004, WD-2005, WD-2006, WD-2007, WD-2008, WD-2009, and WD-2010 - east from Lawrence DR, north from Garroman DR, and west from American BL.
Nearest property address to the project site:	Street Address: 2447-2449 Lawrence DR City: De Pere State: WI Zip: 54115
Check each project type that is being applied for:	Zoning Map Amendment (Rezoning)
Current De Pere Zoning Districts:	R1-60 R2-60 BP-2 CON
Proposed De Pere Zoning Districts:	R1-60 R2-60 BP-2 CON
Existing Site Land Uses:	Residential Public & Civic Business Park/Industrial
Proposed Site Land Uses:	Residential Public & Civic Business Park/Industrial
Does the project comply with the Comprehensive Plan?	Yes

Has City Staff been contacted for a preapplication meeting?		Yes
Property Owner:		First Name: Multiple -- ATTN: Peter Schleinz Last Name: Multiple -- ATTN: Peter Schleinz
Is the property owner's address the same as the nearest property address?		No
Property Owner's Address:		Street Address: 335 S Broadway ST City: De Pere State: WI Zip: 54115
Property Owner's Phone Number:		9203394043
Property Owner's Email Address:		pschleinz@deperewi.gov
Is someone processing the project for the property owner as their authorized representative?		Yes
Authorized Representative's Name:		First Name: Peter Last Name: Schleinz
Authorized Representative's Business Name:		City of De Pere
Authorized Representative's Phone Number:		9203394043
Authorized Representative's Email Address:		pschleinz@deperewi.gov
Please attach an EXHIBIT MAP with the zoning boundary.		Zoning Map Amendment.pdf
Please attach a WORD DOCUMENT with the boundary legal description.		Legal Description.pdf
How do you plan on paying for your application?		City is the petitioner
Total Due:		\$350.00
Signature Data	First Name: Peter Last Name: Schleinz Email Address: pschleinz@deperewi.gov	

Peter Schleinz

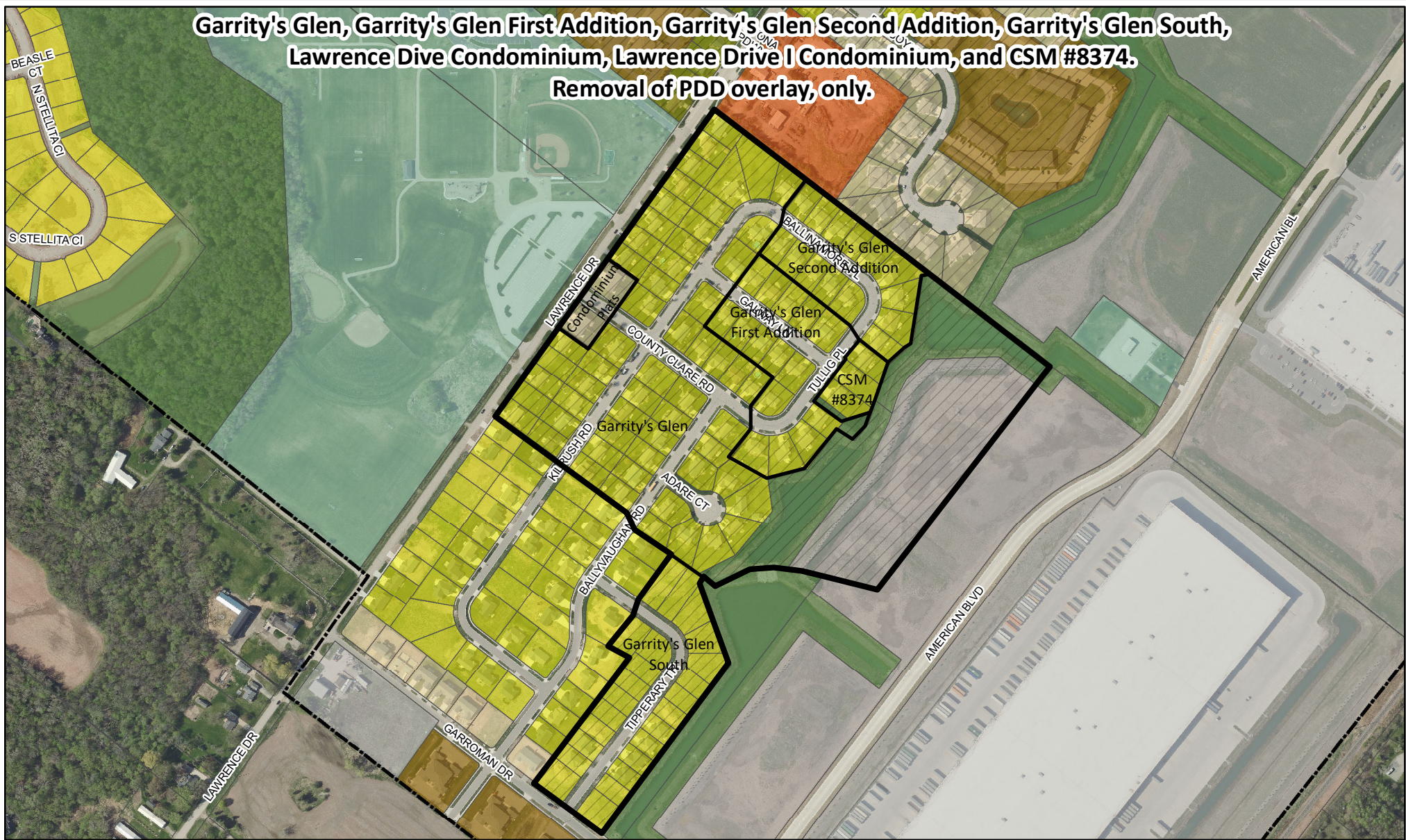
Signed at: August 13, 2025 11:51am America/New_York

User's Session Information

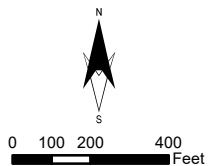
IP Address: 216.56.64.34

Referrer URL:

Garrity's Glen, Garrity's Glen First Addition, Garrity's Glen Second Addition, Garrity's Glen South, Lawrence Dive Condominium, Lawrence Drive I Condominium, and CSM #8374.
Removal of PDD overlay, only.



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



Parcels

Pre-Existing PDD (Prior to Jan 1, 2023)

A: Agricultural

R1-80: Single-Dwelling Detached

R1-60: Single-Dwelling Detached

R1-45: Single-Dwelling Detached

R2-60: Two-Unit

R2-45: Two-Unit

RM-1: Multi-Unit Districts

RM-2 Multi-Unit Districts

MX1: Downtown Mixed-Use District

MX2: Neighborhood Mixed-Use District

MX3: Corridor Mixed-Use District

GX1: Office-Residential Mix District

GX2: Neighborhood Office-Residential

O: Office

C: Commercial

BP-1: Business Park 1

BP-2: Business Park 2

I: Industrial

CON: Conservancy

PI-1: Neighborhood Public & Institutional District

PI-2: Campus Public & Institutional District

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

Legal Descriptions

Parcels WD-1693, WD-1694, WD-1695, WD-1696, WD-1697, WD-1699, WD-1700, WD-1701, WD-1702, WD-1703, WD-1704, WD-1705, WD-1706, WD-1707, WD-1708, WD-1709, WD-1710, WD-1711, WD-1712, WD-1713, WD-1714, WD-1715, WD-1716, WD-1717, WD-1718, WD-1719, WD-1720, WD-1721, WD-1722, WD-1723, WD-1724, WD-1725, WD-1726, WD-1727, WD-1728, WD-1729, WD-1730, WD-1731, WD-1732, WD-1733, WD-1734, WD-1735, WD-1736, WD-1737, WD-1738, WD-1739, WD-1740, WD-1741, WD-1742, WD-1743, WD-1745, WD-1746, WD-1747, WD-1748, WD-1749, WD-1750, WD-1751, WD-1752, WD-1753, WD-1758, part of WD-1759

Lots 1-5, 6-51, and 53-60, Garrity's Glen, Doc. #2193288, Brown County Records, part of Williams Grant Lots 101, 102, and 103, in the City of De Pere, Brown County, Wisconsin.

Parcels WD-1788, WD-1789

Units 1-2 of Lawrence Drive Condominium I, Doc. #2258892, Brown County Records, Lot 52 of Garrity's Glen, Doc. 2193288, part of Williams Grant Lot 102, in the City of De Pere, Brown County, Wisconsin.

Parcels WD WD-1812, WD-1813

Units 1-2 of 2451-2453 Lawrence Drive Condominium, Doc. #2283053, Brown County Records, Lot 6 of Garrity's Glen, Doc. 2193288, part of Williams Grant Lot 102, in the City of De Pere, Brown County, Wisconsin.

Parcels WD-1869, WD-1870, WD-1871, WD-1872, WD-1873, WD-1876, WD-1877, WD-1878, WD-1879, WD-1880, WD-1881, WD-1882, WD-1883, WD-1884, WD-1885, part of WD-1888

Lots 61-65 and 68-77 of Garrity's Glen First Addition, Doc. #2520716, Brown County records, all of Outlots 2 and 3 and part of Outlots 4 and 5 of Garrity's Glen, Doc. 2193288, Brown County Records, part of Williams Grant Lots 102 and 103, in the City of De Pere, Brown County, Wisconsin.

Parcels WD-1874, WD-1886, WD-1887, part of WD-1888

Lots 1-3 and Outlot 1 of CSM #8374, Doc. #2469098, Brown County records, all of Lot 66, 67, Outlot 8 and Outlot 9 all being part of Garrity's Glen First Addition, Doc. 2520716, and part of vacated Galaway Lane, Doc. 2648433, part of Williams Grant Lots 102 and 103, in the City of De Pere, Brown County, Wisconsin.

Parcels WD-1895, WD-1896, WD-1897, WD-1898, WD-1899, WD-1900, WD-1901, WD-1902, WD-1903, WD-1904, WD-1905, WD-1906, WD-1907, WD-1908

Lots 78-91 of Garrity's Glen Second Addition, Doc. #2658220, Brown County records, part of Outlots 4 and 5 of Garrity's Glen, Doc. 2193288, Brown County Records, part of Williams Grant Lot 103, in the City of De Pere, Brown County, Wisconsin.

Parcels WD-1987, WD-1988, WD-1989, WD-1990, WD-1991, WD-1992, WD-1993, WD-1994, WD-1995, WD-1996, WD-1997, WD-1998, WD-1999, WD-2000, WD-2001, WD-2002, WD-2003, WD-2004, WD-2005, WD-2006, WD-2007, WD-2008, WD-2009, WD-2010

Lots 48-71 of Garrity's Glen South, Doc. #2864437, Brown County Records, part of Williams Grant Lots 99, 100, and 101, in the City of De Pere, Brown County, Wisconsin.

PDD, PIP, and Plat Approvals

Garrity's Glen

PDD approved in September 2004 established only zoning districts for the purpose of increasing densities. No Zoning Ordinance regulations were modified. No PIP. Plat recorded 02 Jun 2005.

Lawrence Drive Condominium 1

PDD was the 2004 PDD with Garrity's Glen. No PIP. Plat recorded 01 Jun 2006.

2451-2453 Lawrence Drive Condominium

PDD was the 2004 PDD with Garrity's Glen. No PIP. Plat recorded 26 Oct 2006.

Garrity's Glen First Addition

PDD was the 2004 PDD with Garrity's Glen. No PIP. Plat recorded 04 Apr 2011.

CSM #8374

PDD was the 2004 PDD with Garrity's Glen. No PIP. Plat recorded 24 Oct 2013.

Garrity's Glen Second Addition

PDD was the 2004 PDD with Garrity's Glen. No PIP. Plat recorded 04 Feb 2014.

Garrity's Glen South

PDD approved on 18 Dec 2018. PIP approved on 05 Feb 2019. Plat approved on 28 Jun 2019.

Summary of changes are in the below table.

Garrity's Glen South Comparison of Regulations			
Topic	2018 Zoning Ordinance	PDD & PIP	2025 Zoning Ordinance
Street Frontage	85'	70'	60' interior lot 70' corner lot
Minimum Lot Size	10,000 SF	8,500 SF interior lot 10,000 SF corner lot	7,000 SF
Interior side setbacks	10'	8'	6'



City of De Pere, Wisconsin

I.4.C

Request for Common Council Action

MEETING DATE: October 7, 2025
DEPARTMENT: Development Services
FROM: Peter Schleinz, City Planner/Zoning Administrator
SUBJECT: Ordinance #25-11 Approving Zoning Map Amendment to remove Planned Development District Overlay from 122 properties generally located east from Lawrence Drive, north of Garroman Drive and approximately 230 feet west from American Boulevard.
RECOMMENDED ACTION: Motion to approve.

Ordinance to effectuate the removal of the PDD overlay from 122 properties as recommended by the Plan Commission.

ATTACHMENTS:
Ord25-11

ORDINANCE #25-11

APPROVING ZONING MAP AMENDMENT TO REMOVE PLANNED DEVELOPMENT DISTRICT
OVERLAY FROM 122 PROPERTIES GENERALLY LOCATED EAST FROM LAWRENCE DRIVE, NORTH
OF GARROMAN DRIVE AND APPROXIMATELY 230 FEET WEST FROM AMERICAN BOULEVARD

WHEREAS, the Common Council of the City of De Pere, having reviewed the
recommendation of the City Plan Commission regarding the proposed change in zoning
classification and Zoning Map amendment for the properties described below in the following
plats and certified survey map:

1. Garrity's Glen
2. Lawrence Drive Condominium I
3. 2451-2453 Lawrence Drive Condominium
4. Garrity's Glen First Addition
5. Certified Survey Map #8374
6. Garrity's Glen Second Addition
7. Garrity's Glen South,

initiated pursuant to §14-122 of the De Pere Municipal Code (DPMC) and having scheduled a
public hearing then to be decided by the Common Council; and

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

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

Section 1. That the following described property:

Parcels WD-1693, WD-1694, WD-1695, WD-1696, WD-1697, WD-1699, WD-1700, WD-1701, WD-1702,
WD-1703, WD-1704, WD-1705, WD-1706, WD-1707, WD-1708, WD-1709, WD-1710, WD-1711, WD-

1712, WD-1713, WD-1714, WD-1715, WD-1716, WD-1717, WD-1718, WD-1719, WD-1720, WD-1721, WD-1722, WD-1723, WD-1724, WD-1725, WD-1726, WD-1727, WD-1728, WD-1729, WD-1730, WD-1731, WD-1732, WD-1733, WD-1734, WD-1735, WD-1736, WD-1737, WD-1738, WD-1739, WD-1740, WD-1741, WD-1742, WD-1743, WD-1745, WD-1746, WD-1747, WD-1748, WD-1749, WD-1750, WD-1751, WD-1752, WD-1753, WD-1758 and part of WD-1759

Lots 1-5, 7-51, and 53-60, and Outlots 1, 6 and 7, Plat of Garrity's Glen, recorded as Document No. 2193288, Brown County Records, part of Williams Grant Lots 101, 102 and 103, in the City of De Pere, west side of Fox River, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of R1-60 PDD, Single-Dwelling Detached District with a Planned Development District Overlay to R1-60, Single-Dwelling Detached District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-22 of the De Pere Zoning Code, as to WD-1753 and WD-1758 from the present zoning classification of CON PDD, Conservancy District with a Planned Development District Overlay to CON, Conservancy District as set forth in and regulated by the provisions of Chapter 14, Article V Special Districts and the permitted uses identified pursuant to Section 14-52(2), and as to part of WD-1759 from the present zoning classification of BP-2 PDD, Business Park 2 with a Planned Development District Overlay to BP-2, Business Park 2 District as set forth in and regulated by the provisions of Chapter 14, Article IV Commercial and Employment Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-41 of the De Pere Zoning Code conditioned upon compliance with the provisions of

Chapter 14, DPMC, and all state and local laws and regulations.

Section 2. That the following described property:

Parcels WD-1788 and WD-1789

Unit 1 and 2, Plat of Lawrence Drive Condominium I, recorded as Document No. 2258892, together with an undivided interest in the common elements, etc. in the Condominium Declaration recorded as Document No. 2258893, Brown County Records, Lot 52, Plat of Garrity's Glen, recorded as Document No. 2193288, in the City of De Pere, west side of Fox River, Brown County Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of R2-60 PDD,

Two-Unit Residential District with a Planned Development District Overlay to R2-60, Two-Unit

Residential District as set forth in and regulated by the provisions of Chapter 14, Article II

Residential Districts and the permitted uses identified on the Principal Use Table (DPMC

Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-22 of the De Pere Zoning

Code, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and

local laws and regulations.

Section 3. That the following described property:

Parcels WD-1812 and WD-1813

Units 1 and 2 of the Plat of 2451-2453 Lawrence Drive Condominium, recorded as Document No. 2283053, together with an undivided interest in the common elements, etc. in the Condominium Declaration recorded as Document No. 2283054, Brown County Records, Lot 6 of Plat of Garrity's Glen, recorded as Document No. 2193288, in the City of De Pere, west side of Fox River, Brown County Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of R2-60 PDD,

Two-Unit Residential District with a Planned Development District Overlay to R2-60, Two-Unit

Residential District as set forth in and regulated by the provisions of Chapter 14, Article II

Residential Districts and the permitted uses identified on the Principal Use Table (DPMC

Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-22 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 4. That the following described property:

Parcels WD-1869, WD-1870, WD-1871, WD-1872, WD-1873, WD-1876, WD-1877, WD-1878, WD-1879, WD-1880, WD-1881, WD-1882, WD-1883, WD-1884, WD-1885 and part of WD-1888

Lots 61-65 and 68-77, Plat of Garrity's Glen First Addition, recorded as Document No. 2520716, Brown County records, all of Outlots 2 and 3 and part of Outlots 4 and 5 of Plat of Garrity's Glen, Document No. 2193288, Brown County Records, part of Williams Grant Lots 102 and 103, and part of Outlot 10, Plat of Garrity's Glen First Addition and Outlot 1 of Certified Survey Maps, Map No. 8374, Volume 59, Page 1, recorded as Document No. 2649098, Brown County Records, all in the City of De Pere, west side of Fox River, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of R1-60 PDD, Single-Dwelling Detached District with a Planned Development District Overlay to R1-60, Single-Dwelling Detached District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-22 of the De Pere Zoning Code and as to part of WD-1888 from the present zoning classification of CON PDD, Conservancy District with a Planned Development District Overlay to CON, Conservancy District as set forth in and regulated by the provisions of Chapter 14, Article V Special Districts and the permitted uses identified pursuant to Section 14-52(2) and pursuant to Section 14-52 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 5. That the following described property:

Parcels WD-1874, WD-1886, WD-1887 and part of WD-1888

Lots 1-3 and Outlot 1 of Certified Survey Maps, Map No. 8374, Volume 59, Page 1, recorded as Document No. 2649098, Brown County records, and all of Lots 66, 67, Outlot 8 and Outlot 9 all being part of the Plat Garrity's Glen First Addition, recorded as Document No. 2520716, and part of vacated Galway Lane, recorded as Document No. 2648433, in the City of De Pere, west side of Fox River, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of R1-60 PDD, Single-Dwelling Detached District with a Planned Development District Overlay to R1-60, Single-Dwelling Detached District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-22 of the De Pere Zoning Code, and as to part of WD-1888 from the present zoning classification of CON PDD, Conservancy District with a Planned Development District Overlay to CON, Conservancy District as set forth in and regulated by the provisions of Chapter 14, Article V Special Districts and the permitted uses identified pursuant to Section 14-52(2) and pursuant to Section 14-52 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 6. That the following described property:

Parcels WD-1895, WD-1896, WD-1897, WD-1898, WD-1899, WD-1900, WD-1901, WD-1902, WD-1903, WD-1904, WD-1905, WD-1906, WD-1907 and WD-1908

Lots 78-91, Plat of Garrity's Glen Second Addition, recorded as Document No. 2658220, Brown County records, part of Outlots 4 and 5 of Plat of Garrity's Glen, recorded as Document No. 2193288, in the City of De Pere, west side of Fox River, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of R1-60 PDD, Single-Dwelling Detached District with a Planned Development District Overlay to R1-60, Single-

Dwelling Detached District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-22 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 7. That the following described property:

Parcels WD-1987, WD-1988, WD-1989, WD-1990, WD-1991, WD-1992, WD-1993, WD-1994, WD-1995, WD-1996, WD-1997, WD-1998, WD-1999, WD-2000, WD-2001, WD-2002, WD-2003, WD-2004, WD-2005, WD-2006, WD-2007, WD-2008, WD-2009, WD-2010

Lots 48-71, Plat of Garrity's Glen South, recorded as Document No. 2864437, Brown County Records, part of Williams Grant Lots 99, 100 and 101, in the City of De Pere, west side of Fox River, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of R1-60 PDD, Single-Dwelling Detached District with a Planned Development District Overlay to R1-60, Single-Dwelling Detached District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-22 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 8. The City Clerk is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 9. All other ordinances in conflict herewith are hereby repealed.

Section 10. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of October, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 8/25/2025

Publication Date: _____

Effective Date: _____



City of De Pere, Wisconsin

I.5.A

Request for Common Council Action

MEETING DATE: October 7, 2025
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Notice of public hearing.
RECOMMENDED ACTION:

ATTACHMENTS:

Public Hearing Notice_Zoning Map Amendment_American Blvd_10-7-25_Class 2

Publish: September 19, 2025, and September 26, 2025, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

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

Parcels WD-1040, WD-1041-1, WD-1041-2, WD-1042, WD-1043, approximately 0.0 feet northeast from the American BL and Red Maple RD intersection, from BP-2 (Business Park 2 District) to PUD (Planned Unit Development District).

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

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

Dated this 26th day of August, 2025.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk



City of De Pere, Wisconsin

I.5.B

Request for Common Council Action

MEETING DATE:	October 7, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schleinz, City Planner/Zoning Administrator
SUBJECT:	Recommendation from Plan Commission.
RECOMMENDED ACTION:	Approval

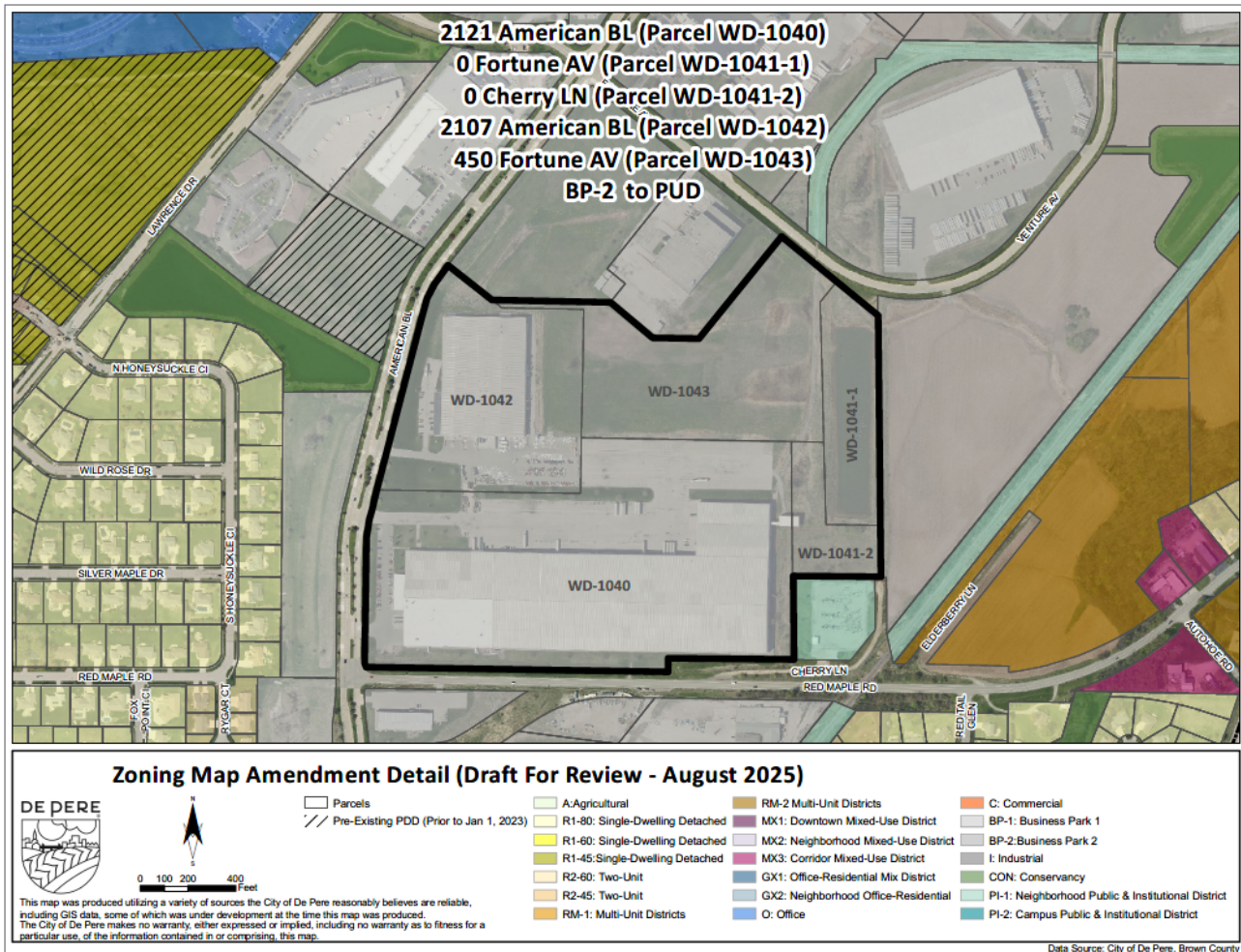
On August 25, 2025, Plan Commission unanimously recommended approval by a vote of 6-0.

ATTACHMENTS:

PC Report, Application and Supporting Documents - 11 Aug 2025, PUD FOR PC REVIEW - Robinson - 19 Aug 2025

Consideration and possible action for a zoning map amendment from BP-2 (Business Park 2 District) to PUD (Planned Unit Development District) at 2121 American BL, 0 Fortune AV, 0 Cherry LN, 2107 American BL, and 450 Fortune BL (Parcels WD-1040, WD-1041-1, WD-1041-2, WD-1042, WD-1043).*

SITE MAP



REQUESTED ACTION: Zoning Map Amendment Request from BP-2 to PUD (File ZMA 25-06).

COMMON DESCRIPTION: Five parcels generally located 0.0 feet northeast from American BL and Red Maple RD.

SURROUNDING LAND USES: Business Park (CON, BP-1, BP-2) to the north, south, east and west. Major Utilities and Public Service Facilities, (PI-1) to the east. Developing southern bypass right-of-way to the south.

COMPREHENSIVE PLAN: Business Park.

APPLICANT / OWNERS:

Authorized Representative
Steven Kolar
Payne & Dolan INC
W6380 Design DR
Greenville, WI 54942

Property Owners

Parcels WD-1040, WD-1041-2:
Real World Investments LLC, ETAL
111 S Elgin AV
Tulsa, OK 74120

Parcels WD-1041-1, WD-1043:
Robinson INC
1740 Eisenhower RD
De Pere, WI 54115

Parcel WD-1042:
G3 Properties---2107 America BLVD LLC
500 N 1st ST, STE 2600
Wausau, WI 54403

LAND USE HISTORY:

After a review of air photographs, the site began developing in the late 1990's.

STAFF REVIEW (GENERAL):

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

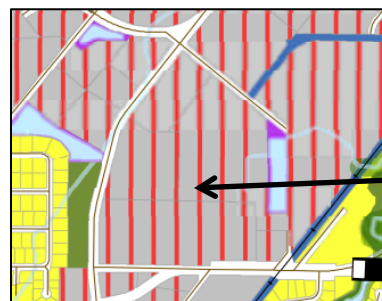
Existing Zoning District

When the new Zoning Map and Zoning Ordinance were adopted in January 2023, the five parcels were placed into a BP-2 District to match the existing fabrication and production, storage, distribution and wholesaling uses within the business park. The BP-2 District was the best fit to replace the former I-B-1 District, which no longer exists in the Zoning Ordinance.

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. The 2010 Comprehensive Plan Update identifies future land uses Business Park and Water Feature.

CLIP FROM FUTURE LAND USE MAP



**FUTURE BUSINESS
PARK AND WATER
FEATURE**

Desired Development Patterns

The City desired development pattern is shown in the Comprehensive Plan as future business park. The permitted uses and conditional uses for the BP-2 District is in Zoning Ordinance Article VII and summarized in Table 7-1.

The petitioner proposed development patterns and zoning regulation changes identified in an attached PUD document that has been submitted for Plan Commission and Common Council review. The creation of a PUD may allow a petitioner to change certain Zoning Ordinance regulations, and each change is identified within the PUD document. The petitioner is proposing 17 changes in that vary from the Zoning Ordinance regulations. The changes are summarized on pages 22-23 of the PUD document.

Proposed Planned Unit Development (PUD) Review

The zoning map amendment includes a PUD document. When changing a specific area from BP-2 to PUD District, the PUD document may include regulations and uses that are different than the Zoning Ordinance.

The petitioner is asking for a PUD District because the five business park properties are owned by three different owners, and the properties plan to cross property lines for the use of trucking and transportation terminals, outdoor storage spaces, and driveways. The internal property lines are causing chaotic and inefficient site plan design for the spaces between the buildings. Thus, establishing one common exterior “boundary” for all five properties resolves many of those issues.

There were additional situations for driveway, loading, street access, and street screening on the east and south sides of the warehouse at 2121 American BL. Plan Commission may recall this due to design exceptions that were petitioned for a site plan earlier this summer. The PUD accommodates the design exceptions, so they are no longer needed.

The “Summary of 17 Differences between BP-2 and PUD” table on pages 22-23 of the PUD document is an executive summary of the changes that are being proposed for property boundaries, setbacks, loading spaces, trucking and transportation terminals, outdoor storage, landscaping in the street, signage, and temporary parking areas.

Unlike a Master Plan, the PUD document does not include final site plans for approval by the Plan Commission and Common Council. However, a summary of plans and locations is listed in a graphic at the end of the PUD document as Attachment E.

If approved, a PUD replaces zoning regulations. Any regulation that is not specifically called out, will defer back to the Zoning Ordinance. A PUD does not change other city, state, and federal regulations.

The following table from the PUD document summarizes the 17 proposed PUD regulations that are different than the existing BP-2 regulations. Details about the differences for each change is described in the full PUD document.

TOPIC	BP-2 Regulation	PUD Regulation
Five Parcels create one campus with one exterior boundary	-	The exterior boundary of the five parcel PUD campus is the only boundary recognized as a property line for the purposes of establishing setbacks, driveway widths, screening, transportation and trucking terminals, and outdoor storage.
Individual Parcel Lines within Campus PUD Boundary	-	All adjacent parcel lines inside the PUD campus (shared between WD-1040, WD-1041-1, WD-1041-2, WD-1042, WD-10433) are regulated as if all five parcels are combined. One common exterior boundary is recognized as a property line for setbacks, driveway widths, screening, transportation and trucking terminals, and outdoor storage. See map below for affected property lines.
Interior Side and Rear Yards: PUD Boundary Adjacent to WD-D0074-1 (southeast)	Interior side and Rear	Interior Side
Loading Spaces: Front Façade Prohibited	Loading spaces may not be located on a front facade.	Loading spaces prohibited on a street frontage, unless as expressly allowed by: (1) Allowed on the south side of the building at 2121 American BL, adjacent to Red Maple RD / Southern Bypass. Must screen from right-of-way to a height of 6 feet, or 4 feet with retaining wall.
Loading Spaces: Right-of-way Maneuvering Prohibited	Except as expressly allowed in city-designated commercial loading zones, vehicle maneuvering areas and loading and unloading activities must occur on-site, not within the public right-of-way.	Vehicle maneuvering areas and loading and unloading activities must occur on-site, not within the public right-of-way, unless as expressly allowed by the following: (1) Within city-designated commercial loading zones, or (2) In accordance with an approved Revocable Occupancy Permit from the City of De Pere, or (3) With a Privilege in the Street Agreement from Brown County Highway Department.
Trucking and Transportation Terminals: Setbacks	Parking areas and access drives are not allowed within front, side, street side, and rear setbacks except for access drives that connect directly to a right-of-way.	Parking areas and access drives are not allowed within front, side, street side, and rear setbacks except for access drives that connect directly to a right-of-way in the shortest route possible.
Trucking and Transportation Terminals: Screening	A solid fence, hedge, or berm with a minimum height of 6 feet is required to screen the front, side, and rear of the parking areas.	A solid fence, hedge, or berm with a minimum height of 6 feet is required to screen the front, side, and rear of the parking areas. However, the portion of a trucking and transportation terminals that is located more than 300-feet from a street does not require screening. Existing buildings, walls, berms, and landscaping may be used as part of the screening.

Trucking and Transportation Terminals: Non-street Fronted Property Line Trees	A minimum of one tree is required every 35feet along non-street fronted property lines.	A minimum of one tree is required every 35feet along non-street fronted property lines. However, the portion of a trucking and transportation terminal that is located more than 300-feet from a street does not require property line trees.
Outdoor Storage: Location	Outdoor storage areas are limited to the rear yard area and the rear 25% of the side yard area.	Outdoor storage areas are located specifically within the areas shown in the below map.
Outdoor Storage: Setbacks	Outdoor storage areas are prohibited in required setbacks.	Outdoor storage areas are prohibited in PUD-established setbacks, as shown in the below map.
Outdoor Storage: Building Adjacency	Outdoor storage areas must be contiguous with the building.	Outdoor storage areas are located specifically within the areas shown in the below map.
Outdoor Storage: Screening	Fences and walls must be constructed of a matching building material and color. Chain link, hardware cloth, and untreated wood are not permitted.	Fences and walls must be constructed of a matching building material and color. Chain link, hardware cloth, and untreated wood are not permitted. However, the portion of an outdoor storage area that is located more than 300-feet from a street does not require screening. Existing buildings, walls, berms, and landscaping may be used as part of the screening.
Outdoor Storage: Vehicular Parking Areas	-	Outdoor storage areas cannot be used for vehicular parking lots, unless identified as parking lots with required landscaping and screening.
Landscaping: Street Right-of-way Trees	One large tree per 35 feet of street frontage. Spacing may not exceed 75 feet apart. Located within pervious landscape areas or within tree wells.	One large tree per 50 feet of street frontage. Spacing may not exceed 75 feet apart. Located within pervious landscape areas or within tree wells. Improvements are required on the street side of the PUD campus that the improvements are closest to.
Maximum Number of Sign Types	3	3 per parcel (must be on same parcel)
Business Center Signs	One allowed per property.	One allowed per PUD Campus (all five parcels can use the one Business Center sign).
Temporary Staff-Visitor Parking Lots	-	One existing lot to the southeast of 2107 American BL is allowed to remain as a temporary parking lot until October 2027. Use of the parking lot after October 2027 is prohibited, unless properly approved as a permanent parking lot with a site plan that complies with landscaping, curbing, etc. One proposed lot to the southeast of 2107 American BL is allowed to be utilized as a temporary parking lot until October 2027 but must be included with a current site plan. Use of the parking lot after October 2027 is prohibited, unless properly approved as a permanent parking lot with a site plan that complies with landscaping, curbing, etc.

NEIGHBOR OUTREACH

The publishing of a Class II public notice and public hearing is required for the creation of a PUD District. Property owners within 300 feet of the proposed PUD District were notified by mail and a sign was placed on the site prior to the Plan Commission meeting. One telephone inquiry was made by a property owner seeking clarification about the project. One email was made by a manager for one of the petitioners requesting a copy of the meeting packet. The public hearing is tentatively scheduled for the September 16, 2025, Common Council meeting.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the request for a zoning map amendment to change the BP-2 (Business Park 2 District) to PUD (Planned Unit Development District) at 2121 American BL, 0 Fortune AV, 0 Cherry LN, 2107 American BL, and 450 Fortune BL. A zoning map amendment must comply with the following:

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



Planning/Zoning Application

Planning & Zoning Department

Submitted On:

Aug 11, 2025, 03:18PM EDT

Parcel Number: (Include ALL parcels)	WD-1040, WD-1041-1, WD-1041-2, WD-1042,WD-1043
Nearest property address to the project site:	Street Address: 2121 American Blvd City: De Pere State: WI Zip: 54115
Check each project type that is being applied for:	Zoning Map Amendment (Rezoning)
Current De Pere Zoning Districts:	BP-2
Proposed De Pere Zoning Districts:	PUD
Existing Site Land Uses:	Business Park/Industrial
Proposed Site Land Uses:	Business Park/Industrial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: Ben Last Name: Bukowiec
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 1740 Eisenhower Drive City: De Pere State: WI Zip: 54115
Property Owner's Phone Number:	920-615-3408
Property Owner's Email Address:	ben.bukowiec@robinsoninc.com
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Steven Last Name: Kolar
Authorized Representative's Business Name:	Payne & Dolan, Inc
Authorized Representative's Phone Number:	9207169523
Authorized Representative's Email Address:	skolar@walbecgroup.com

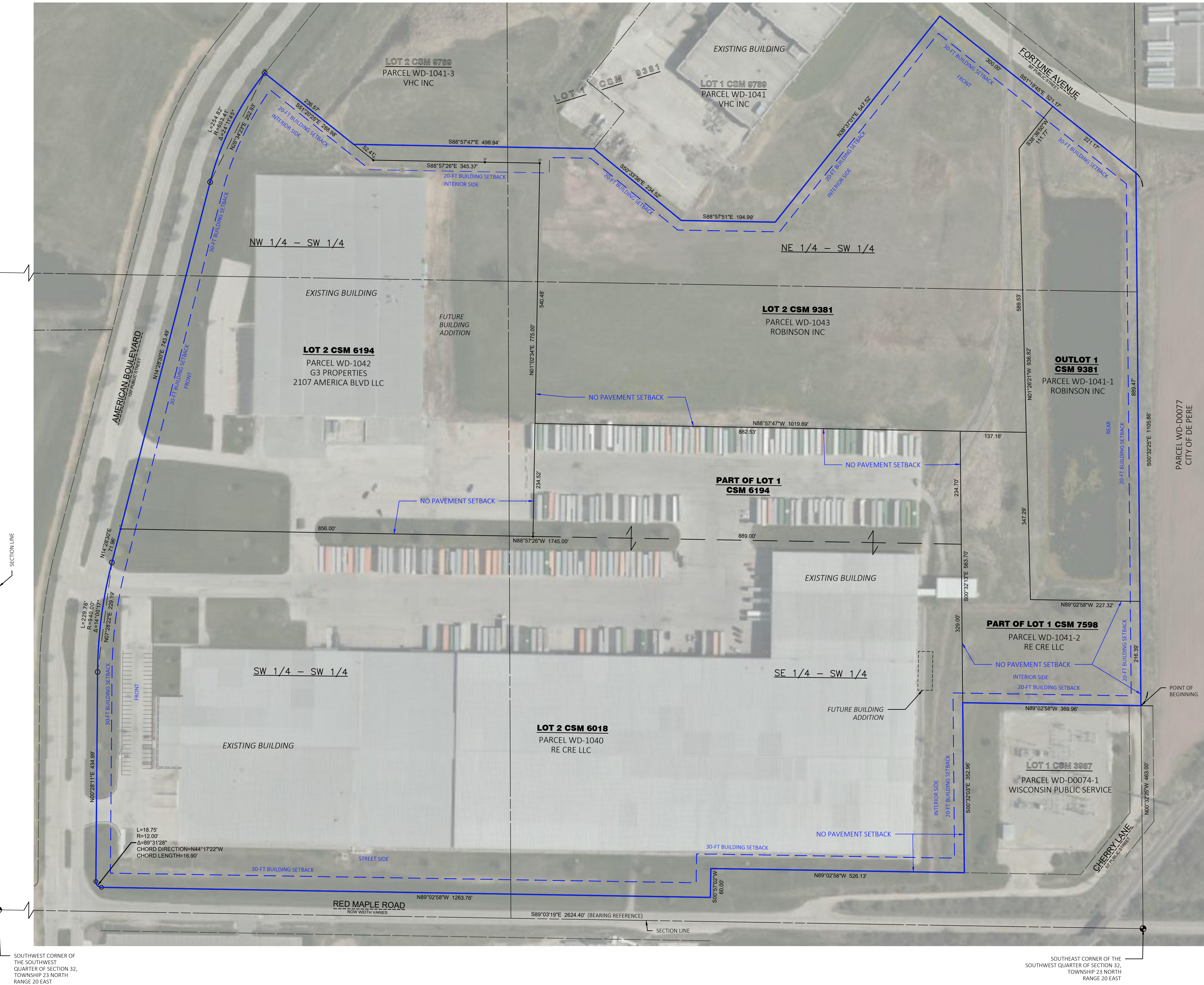
Please attach an EXHIBIT MAP with the zoning boundary.	PUD Site Overview.pdf
Please attach a WORD DOCUMENT with the boundary legal description.	Legal Description.docx
How do you plan on paying for your application?	Online with a credit card
Total Due:	\$350.00
Signature Data	First Name: Steve Last Name: Kolar Email Address: skolar@walbecgroup.com  Signed at: August 11, 2025 3:16pm America/New_York
User's Session Information	IP Address: 12.148.220.197 Referrer URL:

All of Lot 2 of Certified Survey Map 6018, Document No. 1724354, Part of Lot 1 and All of Lot 2 of Certified Survey Maps 6194, Document No. 1763206, All of Lot 2 & Outlot 1 of Certified Survey Map 9381, Document No. 2979330, and Part of Lot 1 of CSM 7598, Document No. 2291618. Said Documents being located in Parts of Lot 1, 2 and 3 of De Pere Business Park South Addition, and all being located in parts of the Southeast 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Northeast 1/4 of the Southwest 1/4, Section 32, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin and more fully described as follows:

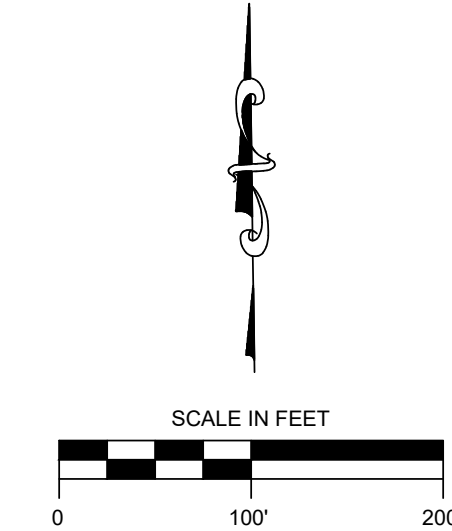
Commencing at the Southeast corner of the Southwest quarter of Section 32; Thence N00° 32' 25"W a distance of 463.00 feet along the East line of the Southwest Quarter of Section 32 to the most Southeasterly point of Lot 1 of CSM 7598, also known as the Point of Beginning; Thence N89° 02' 58"W a distance of 369.96 feet along the most Southerly line of said Lot 1 of CSM 7598 to the East line of the Lot 2 of CSM 6018 also being the most South, Southwesterly point of Lot 1 of CSM 7598; Thence S00° 32' 03"E a distance of 352.96 feet along the most Easterly line of Lot 2 of CSM 6018 to the most Southeasterly point of said Lot 2 of CSM 6018 and to a point on the North Right-of-way of Red Maple Road; Thence N89° 02' 58" W a distance of 526.13 feet along Lot 2 of CSM 6018 and the North Right-of-way of Red Maple Road; Thence S00° 57' 02"W a distance of 60.00 feet along Lot 2 of CSM 6018 and said North Right-of-way of Red Maple Road; Thence N89° 02' 58"W a distance of 1,263.76 feet along the most Southerly line of Lot 2 of CSM 6018 and the North Right-of-way of Red Maple Road; Thence along Lot 2 of CSM 6018 and said North Right-of-way of Red Maple Road, 18.75 feet along an arc of a 12.00 foot radius curve to the right, having a chord which bears N44°17'22"W and a distance of 16.90 feet to the East Right-of-way of American Boulevard; Thence N00° 28' 11"E a distance of 434.99 feet along the East line of Lot 2 of CSM 6018 and the East Right-of-way of American Boulevard; Thence along said Lot 2 of CSM 6018, also being said East Right-of-way of American Boulevard, 229.76 feet along an arc of a 940.00 foot radius curve to the right, having a chord which bears N07°28'22"E and a distance of 229.19 feet; Thence N14° 28' 30"E a distance of 71.96 feet along the West line of said Lot 2 of CSM 6018 and East Right-of-way of American Boulevard to a point; Thence continuing N14° 28' 30"E along the West line of Lot 2 of CSM 6194 and the East Right-of-way of American Boulevard a distance of 743.49 feet; Thence along said Lot 2 of CSM 6194 and the East Right-of-way of American Boulevard, 254.82 feet along an arc of a 603.41 foot radius curve to the right, having a chord which bears N26°34'23"E and a distance of 252.93 feet to the Northern most, Northwesterly point of said Lot 2 of CSM 6194 and the West, Southwesterly point of Lot 1 of CSM 9381; Thence S51° 20' 25"E a distance of 236.57 feet along the South line of said Lot 1 of CSM 9381 to the most Westerly point of Lot 2 of CSM 9381; Thence S88° 57' 47"E along Lot 1 of CSM 9381 a distance of 498.94 feet;

Thence S50° 33' 36"E a distance of 234.52 feet along the South Line of Lot 1 of CSM 9381; Thence continuing along the South line S88° 57' 51"E a distance of 194.99 feet; Thence N38° 37' 07"E a distance of 547.52 feet along said Lot 1 of CSM 9381 to the Northern most Northeasterly point of Lot 1 of CSM 9381 and being a point on the South Right-of-way line of Fortune Avenue; Thence along the South Right-of-way of Fortune Avenue S51° 19' 45"E a distance of 521.17 feet to the Northeast point of Outlot 1 of CSM 9381 also being a point on the East line of the Southwest quarter of Section 32; Thence S00° 32' 25"E a distance of 1,105.86 feet along the East line of Outlot 1 of CSM 9381 and the East line of the Southwest Quarter of Section 32 to the Point of Beginning.

Containing 3,095,957 Square feet (71.07 Acres) of land, more or less.



LEGEND
— PUD BOUNDARY
- - - PUD BUILDING SETBACKS



PUD BOUNDARY LEGAL DESCRIPTION
ALL OF LOT 2 OF CERTIFIED SURVEY MAP 6018, DOCUMENT NO. 1724354, PART OF LOT 1 AND ALL OF LOT 2 OF CERTIFIED SURVEY MAPS 6194, DOCUMENT NO. 1763206, ALL OF LOT 2 & OUTLOT 1 OF CERTIFIED SURVEY MAP 9381, DOCUMENT NO. 2979330, AND PART OF LOT 1 OF CSM 7598, DOCUMENT NO. 2291618. SAID DOCUMENTS BEING LOCATED IN PARTS OF LOT 1, 2 AND 3 OF DE PERE BUSINESS PARK SOUTH ADDITION, AND ALL BEING LOCATED IN PARTS OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 32, TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE NO0° 32' 25"W A DISTANCE OF 483.00 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 32 TO THE MOST SOUTHEASTLY POINT OF LOT 1 OF CSM 7598, ALSO KNOWN AS THE POINT OF BEGINNING; THENCE N89° 02' 58"W A DISTANCE OF 369.96 FEET ALONG THE MOST SOUTHERLY LINE OF SAID LOT 1 OF CSM 7598 TO THE EAST LINE OF THE LOT 2 OF CSM 6018 ALSO BEING THE MOST SOUTH, SOUTHWESTERLY POINT OF LOT 1 OF CSM 7598; THENCE S00° 32' 03"E A DISTANCE OF 352.98 FEET ALONG THE MOST EASTERLY LINE OF LOT 2 OF CSM 6018 TO THE MOST SOUTHEASTLY POINT OF SAID LOT 2 OF CSM 6018 AND TO A POINT ON THE NORTH RIGHT-OF-WAY OF RED MAPLE ROAD; THENCE N89° 02' 58"W A DISTANCE OF 526.13 FEET ALONG LOT 2 OF CSM 6018 AND THE NORTH RIGHT-OF-WAY OF RED MAPLE ROAD; THENCE S00° 57' 02"W A DISTANCE OF 60.00 FEET ALONG LOT 2 OF CSM 6018 AND SAID NORTH RIGHT-OF-WAY OF RED MAPLE ROAD; THENCE N89° 02' 58"W A DISTANCE OF 1,263.76 FEET ALONG THE MOST SOUTHERLY LINE OF LOT 2 OF CSM 6018 AND THE NORTH RIGHT-OF-WAY OF RED MAPLE ROAD; THENCE ALONG LOT 2 OF CSM 6018 AND SAID NORTH RIGHT-OF-WAY OF RED MAPLE ROAD, 18.75 FEET ALONG AN ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD WHICH BEARS N44°17'22"W AND A DISTANCE OF 16.90 FEET TO THE EAST RIGHT-OF-WAY OF AMERICAN BOULEVARD; THENCE NO0° 28' 11"E A DISTANCE OF 434.99 FEET ALONG THE EAST LINE OF LOT 2 OF CSM 6018 AND THE EAST RIGHT-OF-WAY OF AMERICAN BOULEVARD; THENCE ALONG SAID LOT 2 OF CSM 6018, ALSO BEING SAID EAST RIGHT-OF-WAY OF AMERICAN BOULEVARD, 229.78 FEET ALONG AN ARC OF A 940.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD WHICH BEARS N07°28'22"E AND A DISTANCE OF 229.19 FEET; THENCE N14° 28' 30"E A DISTANCE OF 71.96 FEET ALONG THE WEST LINE OF SAID LOT 2 OF CSM 6018 AND EAST RIGHT-OF-WAY OF AMERICAN BOULEVARD TO A POINT; THENCE CONTINUING N14° 28' 30"E ALONG THE WEST LINE OF LOT 2 OF CSM 6194 AND THE EAST RIGHT-OF-WAY OF AMERICAN BOULEVARD A DISTANCE OF 743.49 FEET; THENCE ALONG SAID LOT 2 OF CSM 6194 AND THE EAST RIGHT-OF-WAY OF AMERICAN BOULEVARD, 254.82 FEET ALONG AN ARC OF A 603.41 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD WHICH BEARS N26°34'23"E AND A DISTANCE OF 252.93 FEET TO THE NORTHERN MOST, NORTHWESTERLY POINT OF SAID LOT 2 OF CSM 6194 AND THE WEST, SOUTHWESTERLY POINT OF LOT 1 OF CSM 9381; THENCE S51° 20' 25"E A DISTANCE OF 236.57 FEET ALONG THE SOUTH LINE OF SAID LOT 1 OF CSM 9381 TO THE MOST WESTERLY POINT OF LOT 2 OF CSM 9381; THENCE S88° 57' 47"E ALONG LOT 1 OF CSM 9381 A DISTANCE OF 498.94 FEET; THENCE S50° 33' 36"E A DISTANCE OF 234.52 FEET ALONG THE SOUTH LINE OF LOT 1 OF CSM 9381; THENCE CONTINUING ALONG THE SOUTH LINE S88° 57' 51"E A DISTANCE OF 194.99 FEET; THENCE N38° 37' 07"E A DISTANCE OF 547.52 FEET ALONG SAID LOT 1 OF CSM 9381 TO THE NORTHERN MOST NORTHEASTLY POINT OF LOT 1 OF CSM 9381 AND BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FORTUNE AVENUE; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF FORTUNE AVENUE S51° 19' 45"E A DISTANCE OF 521.17 FEET TO THE NORTHEAST POINT OF OUTLOT 1 OF CSM 9381 ALSO BEING A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE S00° 32' 25"E A DISTANCE OF 1,105.86 FEET ALONG THE EAST LINE OF OUTLOT 1 OF CSM 9381 AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 32 TO THE POINT OF BEGINNING.

CONTAINING 3,095,957 SQUARE FEET (71.07 ACRES) OF LAND, MORE OR LESS.

BEARING REFERENCE
BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM. THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32 TOWNSHIP 23 NORTH, RANGE 20 EAST, WHICH BEARS S89° 03' 19"E.

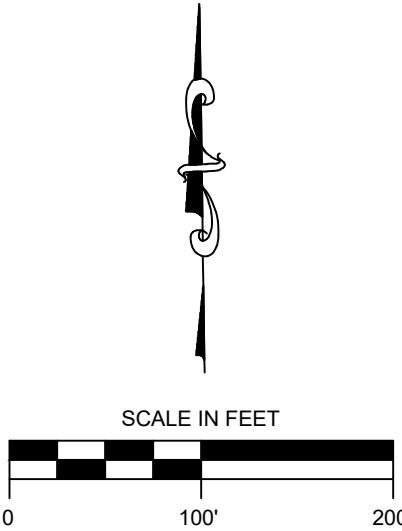
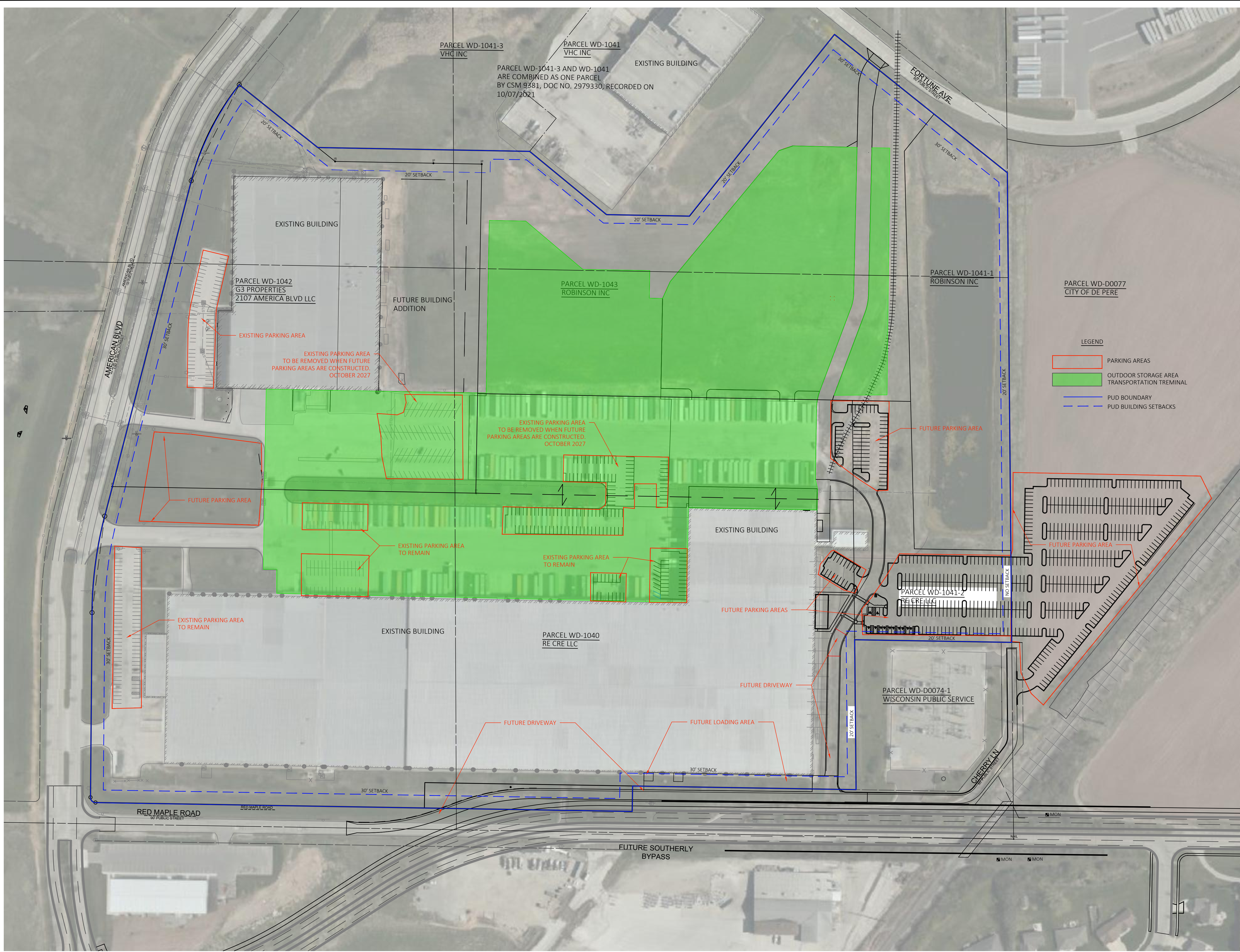
DATE	
REVISION DESCRIPTION	
NO	

A WALBEC COMPANY
www.walbecgroup.com
(920) 767-7599

PROJECT	ROBINSON METAL
CLIENT	ROBINSON METAL, INC 1740 EISENHOWER DRIVE DE PERE, WI 54114-5905

Rebecca A. Desrochers

SHEET TITLE	PUD ZONING EXHIBIT PUD ZONING BOUNDARY WITH BUILDING SETBACKS
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P&D Project No:	491093
Sheet No.	EX-2



- LEGEND
- PARKING AREAS
 - OUTDOOR STORAGE AREA
TRANSPORTATION TREMINAL
 - PUD BOUNDARY
 - PUD BUILDING SETBACKS

DATE	
REVISION DESCRIPTION	
NO	

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(820) 767-1556

PROJECT	ROBINSON METAL
CLIENT	ROBINSON METAL, INC 1740 EISENHOWER DRIVE DE PERE, WI 54114-5905

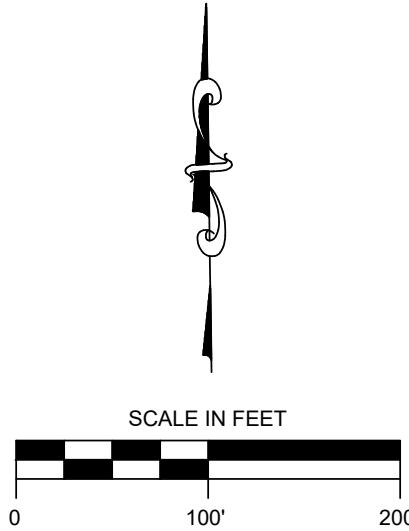
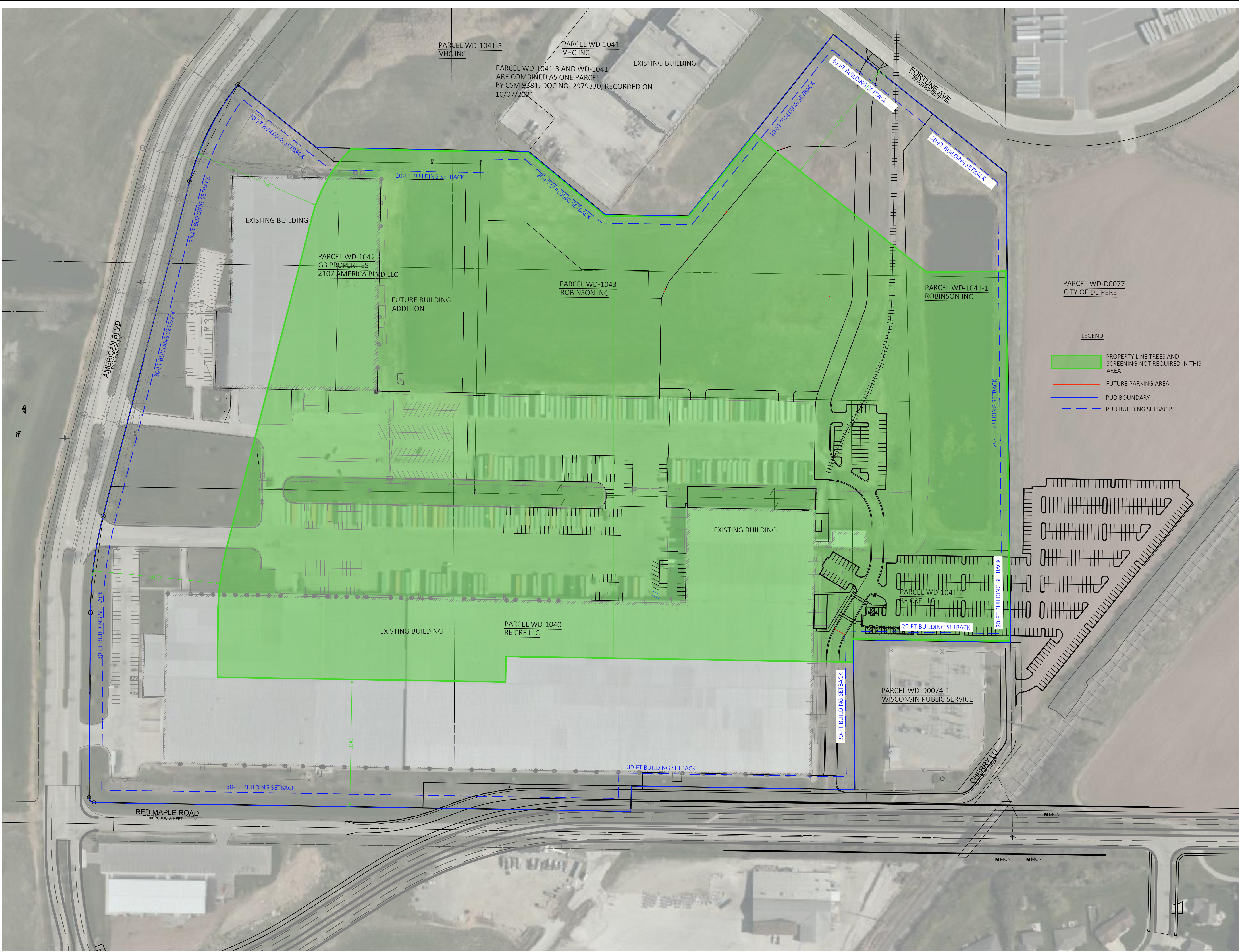
PROJECT TITLE

PUD ZONING EXHIBIT
OUTDOOR STORAGE
TRANSPORTATION TERMINAL
AND PARKING AREAS

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P&D Project No:	491093
Sheet No:	EX-3



DATE	
REVISION DESCRIPTION	
NO	



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(820) 767-7550

PROJECT	ROBINSON METAL
CLIENT	ROBINSON METAL, INC 1740 EISENHOWER DRIVE DE PERE, WI 54114-5905

DATE	08/12/2025
BY	SPK
CHECKED	
PROJECT NO.	491093
SHEET NO.	EX-4

EXHIBIT

PUD ZONING

SCREENING AND

PROPERTY LINE TREES

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Drawing Scale:

1"= 100'

Drawn:

SPK

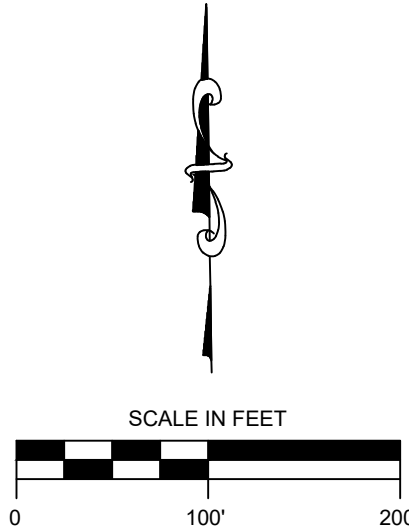
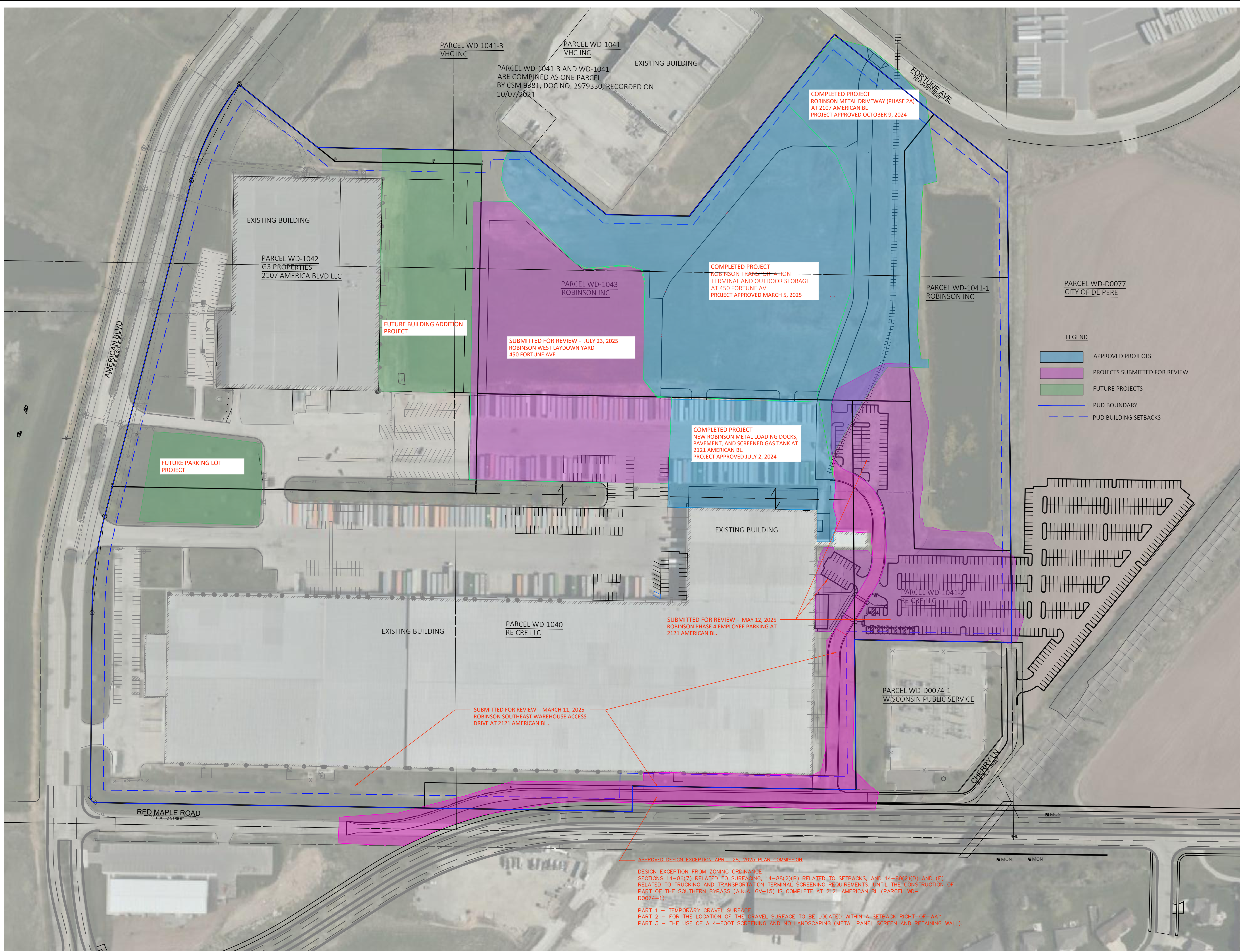
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P&D Project No:

491093

Sheet No.

EX-4



- LEGEND
- APPROVED PROJECTS
 - PROJECTS SUBMITTED FOR REVIEW
 - FUTURE PROJECTS
 - PUD BOUNDARY
 - PUD BUILDING SETBACKS

NO	REVISION DESCRIPTION	DATE



Payne + Dolan

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(820) 767-7556

PROJECT	ROBINSON METAL
CLIENT	ROBINSON METAL, INC 1740 EISENHOWER DRIVE DE PERE, WI 54114-5905

Scale	
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PUD ZONING EXHIBIT
APPROVED PROJECT AND
PROJECTS SUBMITTED FOR REVIEW

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Drawing Scale:

1"= 100'

Drawn:

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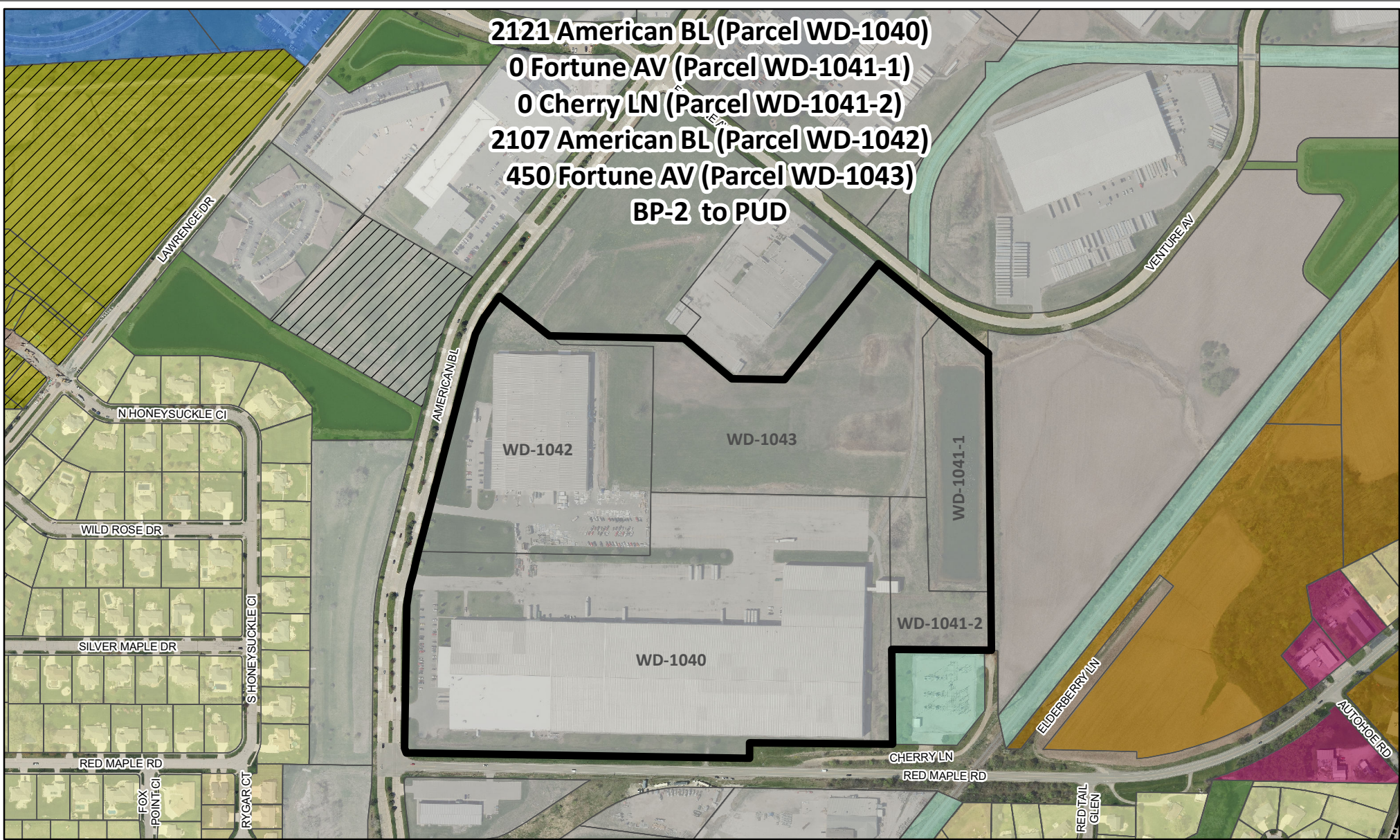
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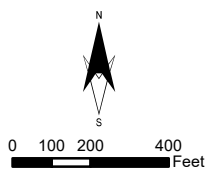
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Sheet No:

EX-5



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



Parcels

Pre-Existing PDD (Prior to Jan 1, 2023)

A: Agricultural

R1-80: Single-Dwelling Detached

R1-60: Single-Dwelling Detached

R1-45: Single-Dwelling Detached

R2-60: Two-Unit

R2-45: Two-Unit

RM-1: Multi-Unit Districts

RM-2 Multi-Unit Districts

MX1: Downtown Mixed-Use District

MX2: Neighborhood Mixed-Use District

MX3: Corridor Mixed-Use District

GX1: Office-Residential Mix District

GX2: Neighborhood Office-Residential

O: Office

C: Commercial

BP-1: Business Park 1

BP-2: Business Park 2

I: Industrial

CON: Conservancy

PI-1: Neighborhood Public & Institutional District

PI-2: Campus Public & Institutional District

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

**ZONING MAP AMENDMENT
FROM BP-2 DISTRICT TO PUD DISTRICT**

**2121 American BL (Parcel WD-1040)
0 Fortune AV (Parcel WD-1041-1)
0 Cherry LN (Parcel WD-1041-2)
2107 American BL (Parcel WD-1042)
450 Fortune AV (Parcel WD-1043)**

De Pere, WI 54115

1. Developer's Statement of Intent

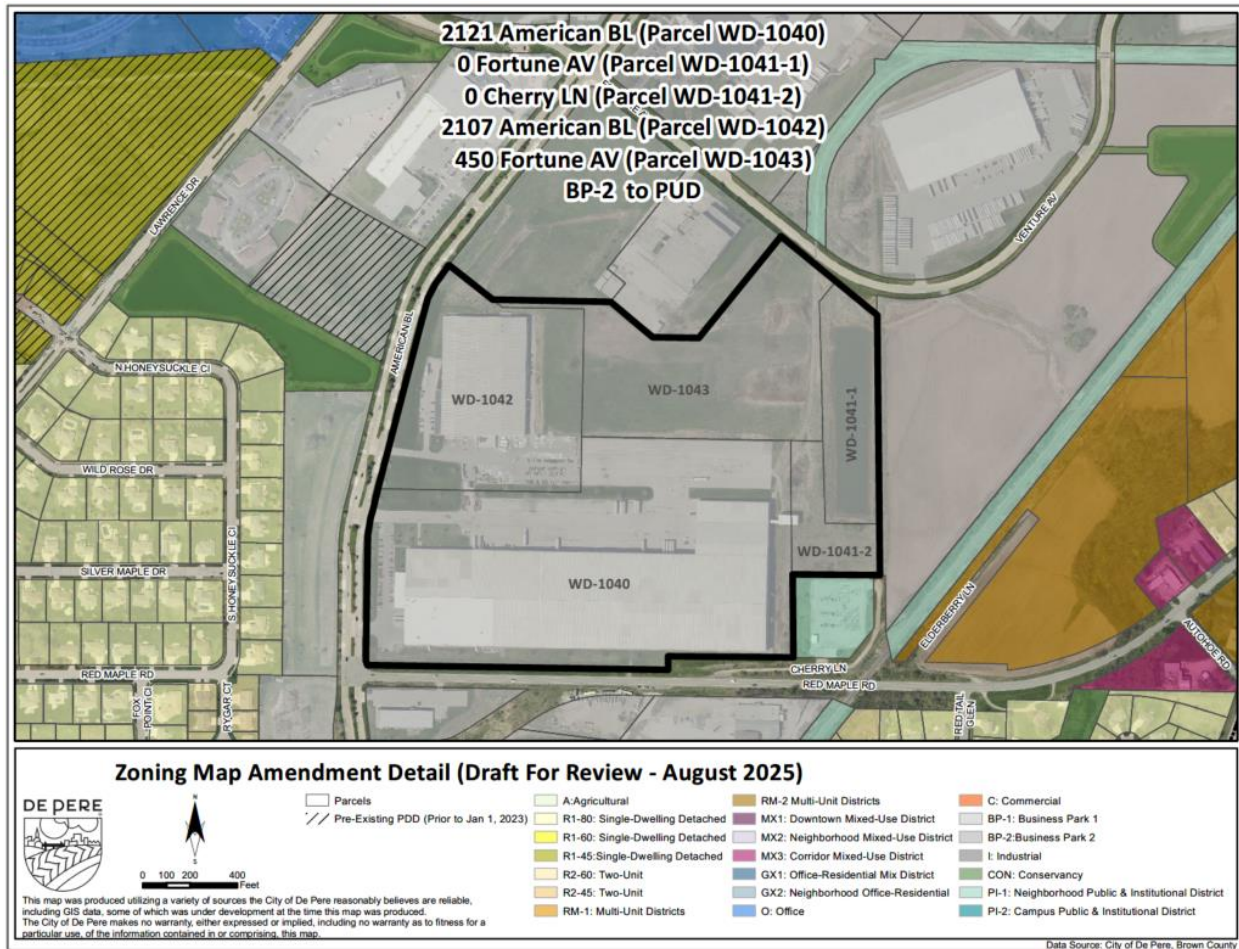
Thank you for considering the PUD application for Robinson INC. When we purchased the parcel and adjacent property to our 2107 American Boulevard facility, it was with the goal of creating an open flow, campus environment. Having two buildings and additional acreage allows us to strategically optimize our operational flow. Having the ability to transfer jobs between facilities without passing through gates, fencing or additional street travel was advantageous. This also allows employees to travel freely between assigned parking areas and workspaces. The main community benefits our development creates for the city of De Pere would be:

- Direct jobs – additional jobs will be created by maximizing our production workflow.
 - At our 310,000 square foot De Pere 3 facility (2121 American Boulevard) we currently have 300 employees, but with our continued growth, we estimate that head count to grow to 600.
 - At our 178,000 square foot De Pere 2 facility (2107 American Boulevard) we currently have 54 employees. With our continued growth, we estimate our head count to grow to 100.
- Indirect jobs – in addition to our direct labor, there will also be an increased demand for local suppliers and vendors at these facilities.
- Long term expansion – creating the PUD will support future growth phases.
 - Our fiscal year ended in June with \$270 million in revenue. FY 2026 revenue is expected to exceed \$350 million, and FY 2027 is projected to reach \$500 million.
 - We have been in the community for 50 years, and this development allows us to continue to contribute to the long-term financial stability of the community.

2. PUD District Area

The PUD District applies to the following five Parcels:

- WD-1040
- WD-1041-1
- WD-1041-2
- WD-1042
- WD-1043



See site/concept plans in Attachments A through E.

Legal description for PUD District area:

All of Lot 2 of Certified Survey Map 6018, Document No. 1724354, Part of Lot 1 and All of Lot 2 of Certified Survey Maps 6194, Document No. 1763206, All of Lot 2 & Outlot 1 of Certified Survey Map 9381, Document No. 2979330, and Part of Lot 1 of CSM 7598, Document No. 2291618. Said Documents being located in Parts of Lot 1, 2 and 3 of De Pere Business Park South Addition, and all being located in parts of the Southeast 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Northeast 1/4 of the Southwest 1/4, Section 32, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin and more fully described as follows:

Commencing at the Southeast corner of the Southwest quarter of Section 32; Thence N00° 32' 25"W a distance of 463.00 feet along the East line of the Southwest Quarter of Section 32 to the most Southeasterly point of Lot 1 of CSM 7598, also known as the Point of Beginning; Thence N89° 02' 58"W a distance of 369.96 feet along the most Southerly line of said Lot 1 of CSM 7598 to the East line of the Lot 2 of CSM 6018 also being the most South, Southwesterly point of Lot 1 of CSM 7598; Thence S00° 32' 03"E a distance of 352.96 feet along the most Easterly line of Lot 2 of CSM 6018 to the most Southeasterly point of said Lot 2 of CSM 6018 and to a point on the North Right-of-way of Red Maple Road; Thence N89° 02' 58" W a distance of 526.13 feet along Lot 2 of CSM 6018 and the North Right-of-way of Red Maple Road; Thence S00° 57' 02"W a distance of 60.00 feet along Lot 2 of CSM 6018 and said North Right-of-way of Red Maple Road; Thence N89° 02' 58"W a distance of 1,263.76 feet along the most Southerly line of Lot 2 of CSM 6018 and the North Right-of-way of Red Maple Road; Thence along Lot 2 of CSM 6018 and said North Right-of-way of Red Maple Road, 18.75 feet along an arc of a 12.00 foot radius curve to the right, having a chord which bears N44°17'22"W and a distance of 16.90 feet to the East Right-of-way of American Boulevard; Thence N00° 28' 11"E a distance of 434.99 feet along the East line of Lot 2 of CSM 6018 and the East Right-of-way of American Boulevard; Thence along said Lot 2 of CSM 6018, also being said East Right-of-way of American Boulevard, 229.76 feet along an arc of a 940.00 foot radius curve to the right, having a chord which bears N07°28'22"E and a distance of 229.19 feet; Thence N14° 28' 30"E a distance of 71.96 feet along the West line of said Lot 2 of CSM 6018 and East Right-of-way of American Boulevard to a point; Thence continuing N14° 28' 30"E along the West line of Lot 2 of CSM 6194 and the East Right-of-way of American Boulevard a distance of 743.49 feet; Thence along said Lot 2 of CSM 6194 and the East Right-of-way of American Boulevard, 254.82 feet along an arc of a 603.41 foot radius curve to the right, having a chord which bears N26°34'23"E and a distance of 252.93 feet to the Northern most, Northwesterly point of said Lot 2 of CSM 6194 and the West, Southwesterly point of Lot 1 of CSM 9381; Thence S51° 20' 25"E a distance of 236.57 feet along the South line of said Lot 1 of CSM 9381 to the most Westerly point of Lot 2 of CSM 9381; Thence S88° 57' 47"E along Lot 1 of CSM 9381 a distance of 498.94 feet; Thence S50° 33' 36"E a distance of 234.52 feet along the South Line of Lot 1 of CSM 9381; Thence continuing along the South line S88° 57' 51"E a distance of 194.99 feet; Thence N38° 37' 07"E a distance of 547.52 feet along said Lot 1 of CSM 9381 to the Northern most Northeasterly point of Lot 1 of CSM 9381 and being a point on the South Right-of-way line of Fortune Avenue; Thence along the South Right-of-way of Fortune Avenue S51° 19' 45"E a distance of 521.17 feet to the Northeast point of Outlot 1 of CSM 9381 also being a point on the East line of the Southwest quarter of Section 32; Thence S00° 32' 25"E a distance of 1,105.86 feet along the East line of Outlot 1 of CSM 9381 and the East line of the Southwest Quarter of Section 32 to the Point of Beginning.

Containing 3,095,957 Square feet (71.07 Acres) of land, more or less.

3. PUD Regulations and Standards

The following Tables identify the specific regulations and standards that are created by the PUD. Any regulation or standard that is not specifically identified follows the regulations of the De Pere Zoning Ordinance.

PUD Regulations relate only to Zoning Ordinance related regulations. PUD Regulations do not supersede county, state or federal regulations. Likewise, PUD regulations do not supersede building code regulations.

PART A. TABLE OF USES

DISTRICTS AND DIFFERENCES			
Residential	Existing BP-2	PUD	Differences
Overnight Shelter	Conditional Use	Conditional Use	Same
Group Living not otherwise classified	Conditional Use	Conditional Use	Same
Public and Civic			
Hospital	Prohibited	Permitted	Same
Library or Cultural Center	Permitted	Permitted	Same
Religious & Non-Secular Assembly	Permitted	Permitted	Same
Utilities and Public Service Facilities, Minor	Permitted	Permitted	Same
Utilities and Public Service Facilities, Major	Permitted	Permitted	Same
Commercial			
Animal Service: Boarding	Permitted	Permitted	Same
Animal Service: Grooming	Permitted	Permitted	Same
Animal Service: Veterinary	Permitted	Permitted	Same
Commercial Service: Consumer Maintenance and Repair	Conditional Use	Conditional Use	Same
Commercial Service: Personal Service	Conditional Use	Conditional Use	Same
Commercial Service: Studio or Instructional Service	Conditional Use	Conditional Use	Same
Commercial Service: Other Service	Permitted	Permitted	Same
Sports & Recreation, Participant: Indoor	Conditional Use	Conditional Use	Same
Sports & Recreation, Participant: Outdoor	Conditional Use	Conditional Use	Same
Vehicle Sales and Service: Fueling Station	Permitted	Permitted	Same
Vehicle Sales and Service: Vehicle Maintenance & Repair, Minor	Permitted	Permitted	Same
Vehicle Sales and Service: Vehicle Maintenance & Repair, Major	Permitted	Permitted	Same
Industrial			
Fabrication and Production: Artisan	Permitted	Permitted	Same
Fabrication and Production: Low-Impact	Permitted	Permitted	Same
Fabrication and Production: Moderate-Impact	Permitted	Permitted	Same
Fabrication and Production: High Impact	Conditional Use	Conditional Use	Same
Industrial Service	Permitted	Permitted	Same
Storage, Distribution and Wholesaling: Trucking & Transportation Terminal	Permitted	Permitted	Same

Storage, Distribution and Wholesaling: Warehouse	Permitted	Permitted	Same
Storage, Distribution and Wholesaling: Wholesale Sales and Distribution	Permitted	Permitted	Same
Recycling			
Consumer Material Drop-off	Permitted	Permitted	Same
Consumer Material Processing	Permitted	Permitted	Same
Agricultural			
Crop Agriculture	Permitted	Permitted	Same
Accessory			
Amateur Radio Service Antenna	Permitted	Permitted	Same
Crop Agriculture	Permitted	Permitted	Same
Electrical Vehicle Charging Station	Permitted	Permitted	Same
Geothermal Energy System	Permitted	Permitted	Same
Outdoor Storage	Permitted	Permitted	Same
Satellite Dish Antenna	Permitted	Permitted	Same
Solar Energy System	Permitted	Permitted	Same
Other			
Wireless Telecommunications	Conditional Use per Zoning Ordinance 14-79	Conditional Use per Zoning Ordinance 14-79	Same

PART B. DESIGNATION OF CAMPUS PUD WITH PROPERTY LINE SETBACKS

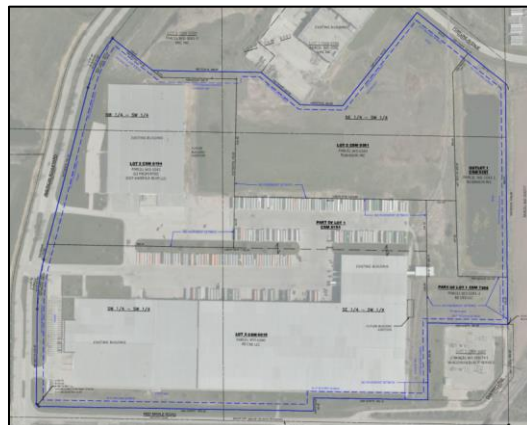
DISTRICTS AND DIFFERENCES			
Overall PUD Campus Boundary	Existing BP-2	PUD	Differences
Five Parcels create one campus with one exterior boundary	-	The exterior boundary of the five parcel PUD campus is the only boundary recognized as a property line for the purposes of establishing setbacks, driveway widths, screening, transportation and trucking terminals, and outdoor storage.	The PUD Campus establishes the exterior boundary as the only regulated set of property lines for setbacks, driveway widths, screening, transportation and trucking terminals, and outdoor storage.
PUD Parcel Lines within Campus Boundary			
Individual Parcel Lines within Campus PUD Boundary	-	All adjacent parcel lines inside the PUD campus (shared between WD-1040, WD-1041-1, WD-1041-2, WD-1042, WD-10433) are regulated as if all five parcels are combined. One common exterior boundary is recognized as a property line for setbacks, driveway widths, screening, transportation and trucking terminals, and outdoor storage. See map below for affected property lines.	The PUD Campus is regulated with all five parcels being the equivalent of one combined lot.
Establishment of Front, Street Side, Interior Side, and Rear Yards			
PUD Boundary Adjacent to American BL (west)	Front	Front	Same
PUD Boundary Adjacent to Venture AV (north)	Front	Front	Same
PUD Boundary Adjacent to Red Maple RD and future Southern Bypass (south)	Street Side	Street Side	Same
PUD Boundary Adjacent to WD-1041-3 (north)	Interior Side	Interior Side	Same
PUD Boundary Adjacent to WD-1041 (north)	Interior Side	Interior Side	Same
PUD Boundary Adjacent to WD-1077 (east)	Rear	Rear	Same
PUD Boundary Adjacent to WD-D0074-1 (southeast)	Interior side and Rear	Interior Side	Simplified to be Interior Side only.



PART C. DESIGNATION OF CAMPUS BOUNDARY AND TABLE OF BUILDING REGULATIONS

DISTRICTS AND DIFFERENCES			
Campus Boundary	Existing BP-2	PUD	Differences
PUD Campus Boundary - (5 Parcels)	2 acres	2 acres	Same
Minimum Lot Frontage (feet)	150	150	Same
Minimum Lot Coverage (% of Lot area)	80	80	Same
Minimum Open Space (% of area)	20	20	Same
Lot			
Minimum Lot Area	2 acres	2 acres	Same
Minimum Lot Frontage (feet)	150	150	Same
Minimum Lot Coverage (% of Lot area)	80	80	Same
Minimum Open Space (% of area)	20	20	Same
Principal Building Siting			
Front Setback (feet)	30	30	Same
Street Side (feet)	30	30	Same
Interior Side Setback (feet)	20	20	Same
Rear Setback (feet)	20	20	Same
Transitional Yard (feet)	50 [1] [2]	50 [1] [2]	Same
Building Size/Scale			
Minimum Building Floor Area (sq. ft.)	10,000	10,000	Same
Maximum Building Height (feet)	75 [3]	75 [3]	Same

- [1] Required when abutting a residential district within the City of De Pere. Also required when within 150 feet of a residential district within the City of De Pere when a public trail or a public stormwater facility is positioned between subject parcel and the abutting residential district.
- [2] Additional landscaping or fence required to provide visual screening when abutting residential zoning district, as stated in 14-106(8).
- [3] 35 feet within 100 feet of residential district.



PART D. TABLE OF PARKING AND ACCESS

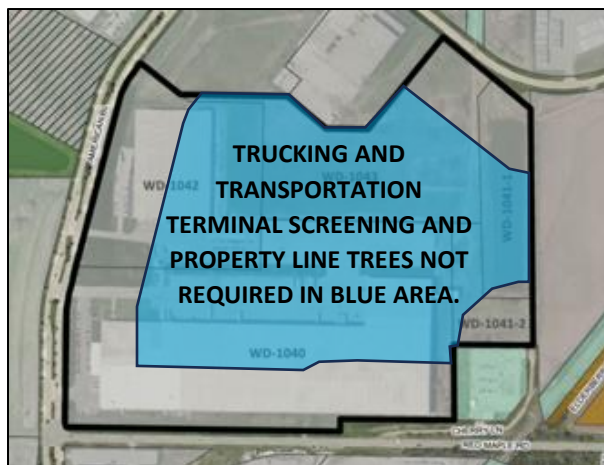
DISTRICTS AND DIFFERENCES			
Public and Civic	Existing BP-2	PUD	Differences
Group Living	1 per 4 driving-age residents + 1 per 2 employees; minimum 2 spaces	1 per 4 driving-age residents + 1 per 2 employees; minimum 2 spaces	Same
Public and Civic			
Hospital	1 per 2 employees + 1 per 4 beds	1 per 2 employees + 1 per 4 beds	Same
Library or Cultural Exhibit	1 per 2 employees + 1 per 600 SF	1 per 2 employees + 1 per 600 SF	Same
Religious Assembly	With fixed seating = 1 per 6 seats; Without fixed seating = 1 per 200 SF	With fixed seating = 1 per 6 seats; Without fixed seating = 1 per 200 SF	Same
Utilities and Public Service Facilities, Minor	No minimum	No minimum	Same
Utilities and Public Service Facilities, Major	1 per 2 employees	1 per 2 employees	Same
Commercial			
Animal Service: Boarding	1 per employee	1 per employee	Same
Animal Service: Grooming	1 per 2 employees + 1 per 400 SF	1 per 2 employees + 1 per 400 SF	Same
Animal Service: Veterinary	1 per employee + 1 per 400 SF	1 per employee + 1 per 400 SF	Same
Commercial Service: Consumer Maintenance and Repair	1 per 400 SF	1 per 400 SF	Same
Commercial Service: Personal Service	1 per 400 SF	1 per 400 SF	Same
Commercial Service: Studio or Instructional Service	1 per 400 SF	1 per 400 SF	Same
Commercial Service: Other Service	Per 14-82(6)	Per 14-82(6)	Same
Sports & Recreation, Participant	1 per 2 employees + 1 per 400 SF	1 per 2 employees + 1 per 400 SF	Same
Vehicle Sales and Service: Fueling Station	1 per 2 employees + 1 per 400 SF	1 per 2 employees + 1 per 400 SF	Same
Vehicle Sales and Service: Vehicle Maintenance & Repair, Minor	1 per 200 employees + 2 per service bay (see also 14-88)	1 per 200 employees + 2 per service bay (see also 14-88)	Same
Vehicle Sales and Service: Vehicle Maintenance & Repair, Major	1 per 200 employees + 2 per service bay (see also 14-88)	1 per 200 employees + 2 per service bay (see also 14-88)	Same
Industrial			
Fabrication and Production	1 per 1.5 employees	1 per 1.5 employees	Same
Industrial Service	1 per 1.5 employees	1 per 1.5 employees	Same
Storage, Distribution and Wholesaling	1 per 1.5 employees	1 per 1.5 employees	Same
Recycling			
Consumer Material Drop-off	1 per 1.5 employees	1 per 1.5 employees	Same
Consumer Material Processing	1 per 1.5 employees	1 per 1.5 employees	Same
Agricultural			
Crop Agriculture	No minimum	No minimum	Same

PART E. LOADING SPACE REGULATIONS

DISTRICTS AND DIFFERENCES			
Loading Space	Existing BP-2	PUD	Differences
Facility Requirement	All uses engaged in receiving or shipping goods by truck or large delivery vehicles must provide loading and unloading facilities.	All uses engaged in receiving or shipping goods by truck or large delivery vehicles must provide loading and unloading facilities.	Same
Minimum Size	Loading spaces must have a minimum width of 10 feet and a minimum length of 25 feet, with a minimum overhead clearance of 15 feet.	Loading spaces must have a minimum width of 10 feet and a minimum length of 25 feet, with a minimum overhead clearance of 15 feet.	Same
Front Façade Prohibited	Loading spaces may not be located on a front facade.	Loading spaces prohibited on a street frontage, unless as expressly allowed by: (1) Allowed on the south side of the building at 2121 American BL, adjacent to Red Maple RD / Southern Bypass. Must screen from right-of-way to a height of 6 feet, or 4 feet with retaining wall.	Street fronted loading docks are allowed on the southern end of the existing building at 2121 American BL if screened.
Right-of-way Maneuvering Prohibited	Except as expressly allowed in city-designated commercial loading zones, vehicle maneuvering areas and loading and unloading activities must occur on-site, not within the public right-of-way.	Vehicle maneuvering areas and loading and unloading activities must occur on-site, not within the public right-of-way, unless as expressly allowed by the following: (1) Within city-designated commercial loading zones, or (2) In accordance with an approved Revocable Occupancy Permit from the City of De Pere, or (3) With a Privilege in the Street Agreement from Brown County Highway Department.	Adds maneuvering option within a right-of-way if one of the following approves it: A designated commercial loading zone; A Revocable Occupancy Permit; A Privilege in the Street Agreement.
Engine Idling Signage	All loading spaces must be posted with signs prohibiting engine idling for more than 5 minutes.	All loading spaces must be posted with signs prohibiting engine idling for more than 5 minutes.	Same
Surfacing	All loading areas and access drives must be surfaced and maintained with an asphaltic or Portland cement binder concrete or other dustless, all-weather surface approved by the public works director.	All loading areas and access drives must be surfaced and maintained with an asphaltic or Portland cement binder concrete or other dustless, all-weather surface approved by the public works director.	Same
Screening from R Districts	All off-street loading areas adjacent to R zoning districts must be completely screened from view by building walls, fences, plant material at least 8 feet in height.	All off-street loading areas adjacent to R zoning districts must be completely screened from view by building walls, fences, plant material at least 8 feet in height.	Same

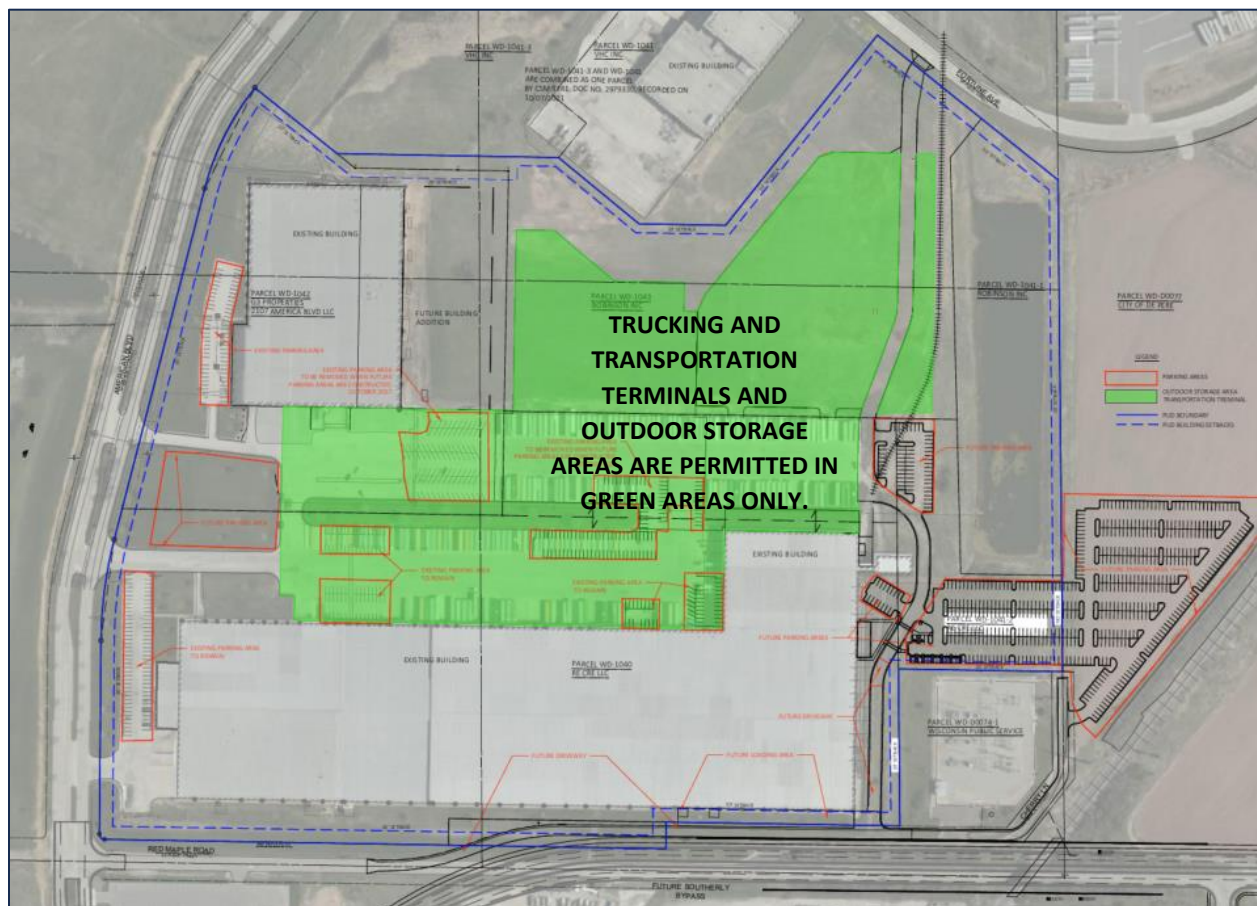
PART F. TRUCKING AND TRANSPORTATION TERMINALS REGULATIONS

DISTRICTS AND DIFFERENCES			
Trucking and Transportation Terminals	Existing BP-2	PUD	Differences
Surfacing	Parking areas and access drives have the same surfacing requirements as off-street parking areas. See 14-86(7).	Parking areas and access drives have the same surfacing requirements as off-street parking areas. See 14-86(7).	Same
Setbacks	Parking areas and access drives are not allowed within front, side, street side, and rear setbacks except for access drives that connect directly to a right-of-way.	Parking areas and access drives are not allowed within front, side, street side, and rear setbacks except for access drives that connect directly to a right-of-way in the shortest route possible.	The general regulation is the same. A reference to shortest route possible added for text clarification, which includes a driveway on the south side of the 2121 American BL warehouse.
Transitional Areas	Parking areas and access drives are not allowed within transitional areas.	Parking areas and access drives are not allowed within transitional areas.	Same
Screening	A solid fence, hedge, or berm with a minimum height of 6 feet is required to screen the front, side, and rear of the parking areas.	A solid fence, hedge, or berm with a minimum height of 6 feet is required to screen the front, side, and rear of the parking areas. However, the portion of a trucking and transportation terminals that is located more than 300-feet from a street does not require screening. Existing buildings, walls, berms, and landscaping may be used as part of the screening.	Screening is not required if area is more than 300 feet away from a street.
Right-of-way Trees	Street right-of-way trees are required along all street frontages. See 14-102.	Street right-of-way trees are required along all street frontages. See 14-102.	Same
Non-street Fronted Property Line Trees	A minimum of one tree is required every 35 feet along non-street fronted property lines.	A minimum of one tree is required every 35 feet along non-street fronted property lines. However, the portion of a trucking and transportation terminal that is located more than 300-feet from a street does not require property line trees.	Property line trees not required if area is more than 300 feet away from a street.



PART G. OUTDOOR STORAGE REGULATIONS

DISTRICTS AND DIFFERENCES			
Outdoor Storage	Existing BP-2	PUD	Differences
Location	Outdoor storage areas are limited to the rear yard area and the rear 25% of the side yard area.	Outdoor storage areas are located specifically within the areas shown in the below map.	The PUD map defines the allowed locations.
Setbacks	Outdoor storage areas are prohibited in required setbacks.	Outdoor storage areas are prohibited in PUD-established setbacks, as shown in the below map.	Same. The map reaffirms the setbacks shown in Table "Part B".
Surfacing	Outdoor storage areas must be located on a paved, dust-free surface, not including gravel.	Outdoor storage areas must be located on a paved, dust-free surface, not including gravel.	Same
Building Adjacency	Outdoor storage areas must be contiguous with the building.	Outdoor storage areas are located specifically within the areas shown in the below map.	Building adjacency is not required.
Screening	Fences and walls must be constructed of a matching building material and color. Chain link, hardware cloth, and untreated wood are not permitted.	Fences and walls must be constructed of a matching building material and color. Chain link, hardware cloth, and untreated wood are not permitted. However, the portion of an outdoor storage area that is located more than 300-feet from a street does not require screening. Existing buildings, walls, berms, and landscaping may be used as part of the screening.	Screening is not required if area is more than 300 feet away from a street.
Prohibited Dangerous Enclosures	No barb wire or other dangerous or injurious material may be placed upon the enclosure.	No barb wire or other dangerous or injurious material may be placed upon the enclosure.	Same
Maximum Material Height	The height of materials within the outdoor storage areas may not exceed the height of the required fence or wall.	The height of materials within the outdoor storage areas may not exceed the height of the required fence or wall.	Same
Vehicular Parking Areas	-	Outdoor storage areas cannot be used for vehicular parking lots, unless identified as parking lots with required landscaping and screening.	Regulation is the same. Reaffirms that outdoor storage areas cannot be used as parking lots unless properly designed as parking lots.



PART H-1. BUILDING AND SITE DESIGN – MAJOR FAÇADE MATERIALS

DISTRICTS AND DIFFERENCES			
Major Façade Material	Existing BP-2	PUD*	Differences
Brick: full dimensional, unit face brick, economy size or thin, veneer	Permitted	Permitted	Same
Concrete Masonry Units: architectural, minimum 3" depth, "artisan stone" look, varied sizes, (Echelon Masonry or approved equal), "stone" face, "hewn stone", rock cut	Permitted	Permitted	Same
Concrete Masonry Units: minimum 3" depth, split-faced, burnished/ground face, glazed, or honed, painted/tinted/textured tilt-up concrete	Permitted	Permitted	Same
Fiber Cement Board: Finished lap siding or shingles, hardy board	Prohibited	Prohibited	Same
Glass: Curtain Wall System:	Permitted	Permitted	Same
Metal: metal panel system with 35% masonry (brick, approved concrete masonry units, or stone) starting at grade for a minimum of one full story masonry with the balance of the required masonry being distributed on the same facade	Prohibited	Prohibited	Same
Metal: metal panel system with 35% ground level masonry (brick, approved concrete masonry units, or stone) and 2-feet of the required masonry surrounding all street facing doors	Permitted	Permitted	Same
Stone: natural Veneer	Permitted	Permitted	Same
Wood: painted, stained, or treated lap siding, shingles	Prohibited	Prohibited	Same

* At least 70% of each street façade surface, not including window and door areas, must be composed of major materials. At least 60% of each building must be faced of a single major material.

PART H-2. BUILDING AND SITE DESIGN – MINOR FAÇADE MATERIALS

DISTRICTS AND DIFFERENCES									
Minor Façade Material	Existing BP-2 Maximum Percent				PUD Maximum Percent				Differences
	Front Façade	Street Side Façade	Interior Side Façade	Rear Façade	Front Façade	Street Side Façade	Interior Side Façade	Rear Façade	
Brick	-	-	-	-	-	-	-	-	Same
Concrete Surfaces: textured unfinished	30	30	30	30	30	30	30	30	Same
Concrete Surfaces: finished stained, painted, treated	30	30	30	30	30	30	30	30	Same
Concrete Masonry Units: minimum 3" depth, split-faced, burnished/ground face, glazed, or honed (not tilt up concrete)	-	-	-	-	-	-	-	-	Same
Fiber Cement Board, Composite: finished lap siding or shingles, hardy board. Requires a major material at grade up to 2 feet and adjacent to entrances	30	30	30	30	30	30	30	30	Same
Glass Block	-	-	20	20	-	-	20	20	Same
Metal: metal panel system with 35% ground level masonry (brick, approved concrete masonry units, or stone) and 2-feet of the required masonry surrounding all street facing doors	30	30	30	30	30	30	30	30	Same
Metal, Composite: natural veneer	-	-	30	30	-	-	30	30	Same
Metal Siding: coated siding	-	-	-	100	-	-	-	100	Same
Metal, Corten: panels or panel system	30	30	30	30	30	30	30	30	Same
Stucco (3rd or higher stories only): cement-based, 2-3 layer hard coat	30	30	30	30	30	30	30	30	Same
Stucco (3rd or higher stories only): synthetic or with elastomeric finishes	30	30	30	30	30	30	30	30	Same
Terra Cotta or Ceramic: tiles or panels	20	20	20	20	20	20	20	20	Same
Translucent Panel System: double-wall, polycarbonate panels	20	20	20	20	20	20	20	20	Same
Vinyl Siding: minimum .42 inches thick	-	-	-	-	-	-	-	-	Same
Wood: natural, aged lap siding, shingles, rain screen system	30	30	30	30	30	30	30	30	Same
Wood, Composite: rainscreen system	30	30	30	30	30	30	30	30	Same

PART H-3. BUILDING AND SITE DESIGN – ALLOWED ACCENT MATERIALS AND PROHIBITED MATERIALS

DISTRICTS AND DIFFERENCES			
Allowed Accent Material	Existing BP-2	PUD	Differences
Concrete Details: precast stone ornamentation, lintels, sills, banding, columns, beams	Permitted	Permitted	Same
Fiber Cement Details: trim soffits	Permitted	Permitted	Same
Metal Details: trim ornamentation, lintels, beams, columns	Permitted	Permitted	Same
Wood and Wood Composite Details: painted/treated trim, soffits, other approved details	Permitted	Permitted	Same
Prohibited Materials			
Stucco Mouldings or Synthetic Stucco Mouldings: trim, sills, cornices, banding, columns, pilasters, or other 3-dimensional details	Prohibited	Prohibited	Same
Wood: unfinished, untreated plywood and wood panels	Prohibited	Prohibited	Same

PART I. LANDSCAPE AND SCREENING

Landscape and Screening Locations	DISTRICTS AND DIFFERENCES		
	Existing BP-2	PUD	Differences
Street Right-of-way Trees	One large tree per 35 feet of street frontage. Spacing may not exceed 75 feet apart. Located within pervious landscape areas or within tree wells.	One large tree per 50 feet of street frontage. Spacing may not exceed 75 feet apart. Located within pervious landscape areas or within tree wells. Improvements are required on the street side of the PUD campus that the improvements are closest to.	The campus has three street frontages, and each individual development (site plan) will require street trees, spaced apart 50 feet, for the one street frontage that the development is closest to (not all three).
Parking Lot Screening	Screening required for parking lots within 100 feet of a right-of-way. Screening area is at least 3 feet in width with a vegetative screen (hedge) that is at least 3 feet tall year-round, or a screening wall that is 3 feet to 3.5 feet tall. Additional screening requirements for abutting R Districts, but there are none for this specific site.	Screening required for parking lots within 100 feet of a right-of-way. Screening area is at least 3 feet in width with a vegetative screen (hedge) that is at least 3 feet tall year-round, or a screening wall that is 3 feet to 3.5 feet tall. Additional screening requirements for abutting R Districts, but there are none for this specific site.	Same
Parking Lot Interior Landscaping	At least one large tree per 20 parking spaces in islands or medians, bordered by a paved surface on at least two sides, and the island or median must be at least 7 feet wide. No more than 20 parking spaces in an individual row between islands or medians.	At least one large tree per 20 parking spaces in islands or medians, bordered by a paved surface on at least two sides, and the island or median must be at least 7 feet wide. No more than 20 parking spaces in an individual row between islands or medians.	Same
Foundation Landscaping	Abutting each principal building along at least 60% of length of any street facing building walls. Width is a minimum of 5 feet, as measured from the exterior wall of the building.	Abutting each principal building along at least 60% of length of any street facing building walls. Width is a minimum of 5 feet, as measured from the exterior wall of the building.	Same

PART J-1. TOTAL NUMBER OF SIGN TYPES PERMITTED PER STREET FRONTAGE

DISTRICTS AND DIFFERENCES			
Maximum Number of Sign Types	Existing BP-2	PUD	Differences
Maximum Number of Sign Types	3	3 per parcel (must be on same parcel)	Due to a PUD campus with 5 parcels, 3 per frontage is change to 3 per parcel.

PART J-2. SIGN REGULATIONS

REGULATIONS AND DIFFERENCES								
Sign Type	Zoning District	Max number per Street Frontage	Maximum Height (ft.)	Maximum Area (sq. ft.)	Minimum Clearance	Minimum Setback (ft.)	Allowed Illumination	Differences
Art	Existing BP-2	1	10	100	NA	5	External, backlit, internal	Same
	PUD	1	10	100	NA	5	External, backlit, internal	
Awning	Existing BP-2	1 per tenant	20, but not higher than bottom of 2 nd floor window	2 per linear foot of frontage, not to exceed 200	7	NA	External, backlit, internal	Prohibited per PUD ordinance
	PUD	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	
Business Center	Existing BP-2	1 total per property	20	200	None or 7	5	External, backlit, internal	1 business center sign allowed for all 5 parcels
	PUD	1 per PUD campus	20	200	None or 7	5	External, backlit, internal	
Canopy	Existing BP-2	1 per tenant	20, but not higher than bottom of 2 nd floor window	2 per linear foot of frontage, not to exceed 200	7	NA	External, backlit, internal	Prohibited per PUD ordinance
	PUD	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	
Directional (Wall)	Existing BP-2	NA, only allowed on non-street side and rear of building	20	15	NA	NA	External, backlit, internal	Same
	PUD	NA, only allowed on non-street side and rear of building	20	15	NA	NA	External, backlit, internal	
Marquee	Existing BP-2	1 per tenant	20, but not higher than bottom of 2 nd floor window	2 per linear foot of frontage, not to exceed 200	7	NA	External, backlit, internal	Prohibited per PUD ordinance
	PUD	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	

Monument	Existing BP-2	1	8	75	NA	5	External, backlit, internal	Same
	PUD	1	8	75	NA	5	External, backlit, internal	
Wall	Existing BP-2	1 per tenant on first floor with street frontage	Below parapet, 20 if no parapet exists	2 per linear foot of frontage, not to exceed 150, or 250 if 200 ft from ROW, or 350 if 500 ft from ROW, or 450 if 750 ft from ROW [1]	NA	NA	External, backlit, internal	Same
	PUD	1 per tenant on first floor with street frontage	Below parapet, 20 if no parapet exists	2 per linear foot of frontage, not to exceed 150, or 250 if 200 ft from ROW, or 350 if 500 ft from ROW, or 450 if 750 ft from ROW [1]	NA	NA	External, backlit, internal	
Interior (visible from ROW)	Existing BP-2	1 per street fronting window (2 interior signs maximum)	NA	30% of first floor street fronting window area	NA	5 (from interior window)	NA	Same
	PUD	1 per street fronting window (2 interior signs maximum)	NA	30% of first floor street fronting window area	NA	5 (from interior window)	NA	

PART K. OTHER REGULATIONS THAT ARE NOT REFERENCED IN TABLES A THROUGH

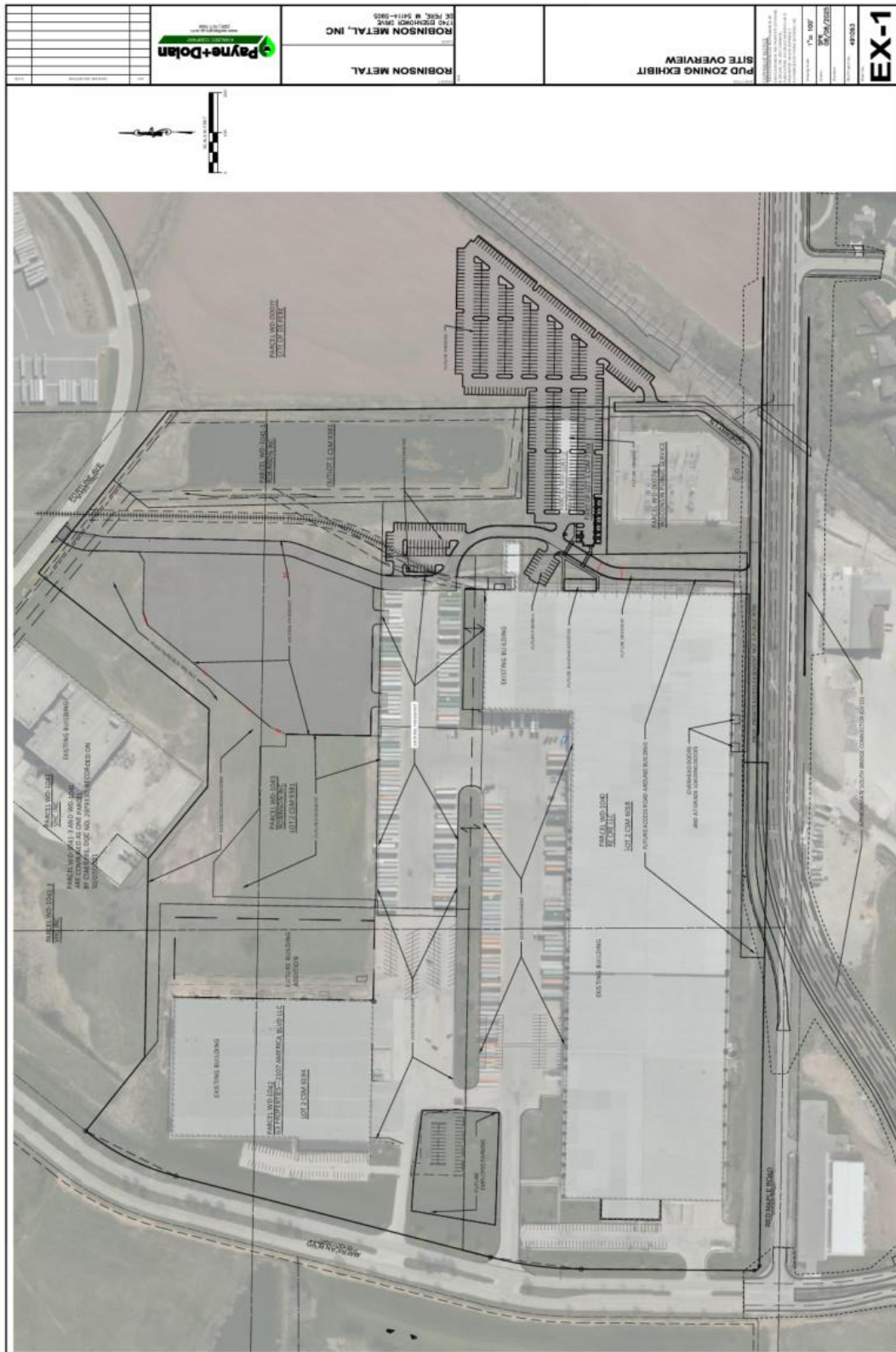
DISTRICTS AND DIFFERENCES			
Other Regulations	Existing BP-2	PUD	Differences
Permanent Staff-Visitor Parking Lots	Two existing lots shown outside of the green area near American BL, shown in the below graphic, are allowed to remain. Four existing lots shown within the green area near the 2121 American BL Warehouse, shown in the below graphic, are allowed to remain.	Two existing lots shown outside of the green area near American BL, shown in the below graphic, are allowed to remain. Four existing lots shown within the green area near the 2121 American BL Warehouse, shown in the below graphic, are allowed to remain.	Same
Temporary Staff-Visitor Parking Lots	-	One existing lot to the southeast of 2107 American BL is allowed to remain as a temporary parking lot until October 2027. Use of the parking lot after October 2027 is prohibited, unless properly approved as a permanent parking lot with a site plan that complies with landscaping, curbing, etc. One proposed lot to the southeast of 2107 American BL is allowed to be utilized as a temporary parking lot until October 2027 but must be included with a current site plan. Use of the parking lot after October 2027 is prohibited, unless properly approved as a permanent parking lot with a site plan that complies with landscaping, curbing, etc.	Adds an allowance for two temporary parking lot areas until October 2027, only.

SUMMARY OF 17 DIFFERENCES BETWEEN BP-2 AND PUD

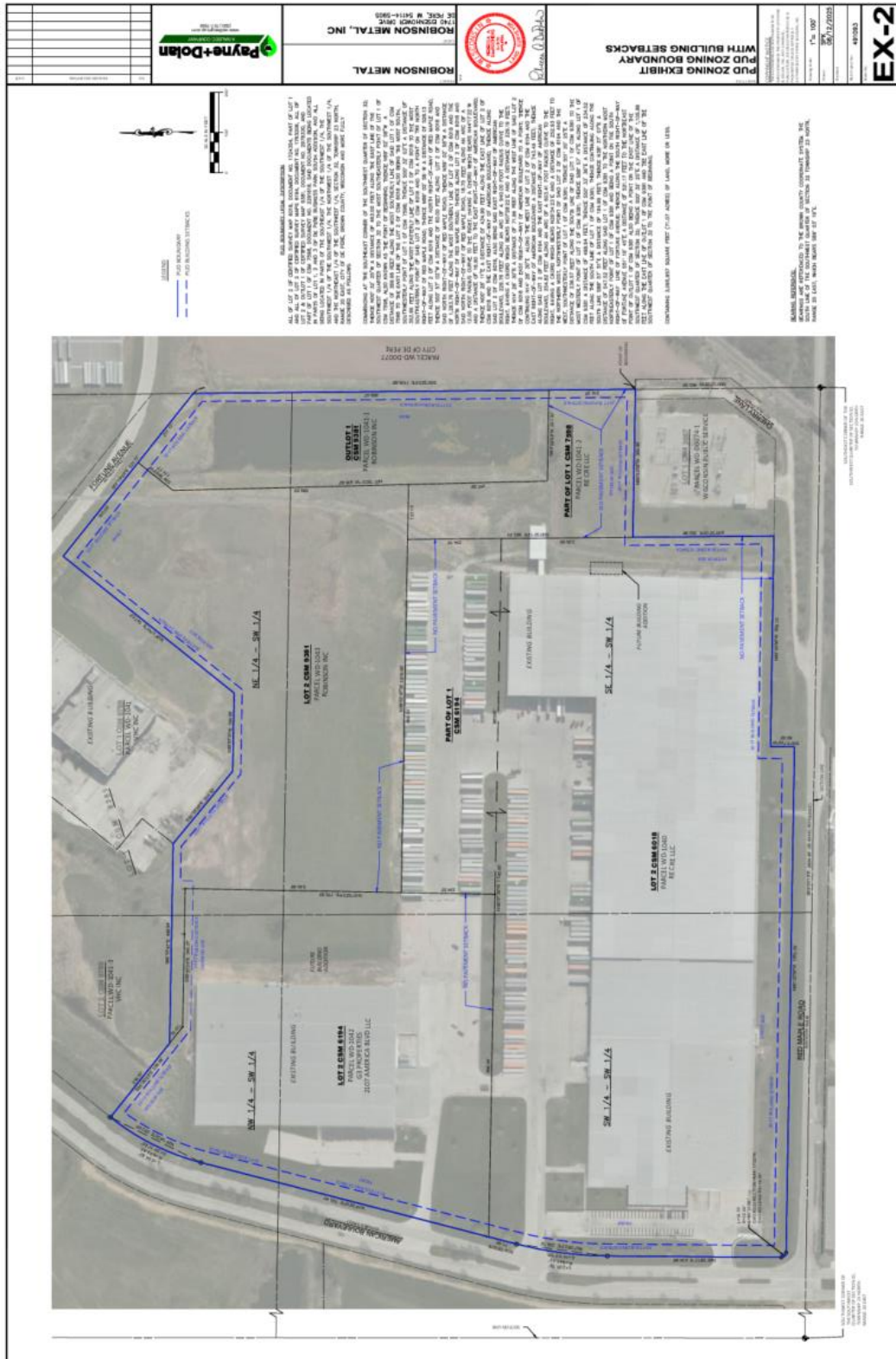
TOPIC	BP-2 Regulation	PUD Regulation
Five Parcels create one campus with one exterior boundary	-	The exterior boundary of the five parcel PUD campus is the only boundary recognized as a property line for the purposes of establishing setbacks, driveway widths, screening, transportation and trucking terminals, and outdoor storage.
Individual Parcel Lines within Campus PUD Boundary	-	All adjacent parcel lines inside the PUD campus (shared between WD-1040, WD-1041-1, WD-1041-2, WD-1042, WD-10433) are regulated as if all five parcels are combined. One common exterior boundary is recognized as a property line for setbacks, driveway widths, screening, transportation and trucking terminals, and outdoor storage. See map below for affected property lines.
Interior Side and Rear Yards: PUD Boundary Adjacent to WD-D0074-1 (southeast)	Interior side and Rear	Interior Side
Loading Spaces: Front Façade Prohibited	Loading spaces may not be located on a front facade.	Loading spaces prohibited on a street frontage, unless as expressly allowed by: (1) Allowed on the south side of the building at 2121 American BL, adjacent to Red Maple RD / Southern Bypass. Must screen from right-of-way to a height of 6 feet, or 4 feet with retaining wall.
Loading Spaces: Right-of-way Maneuvering Prohibited	Except as expressly allowed in city-designated commercial loading zones, vehicle maneuvering areas and loading and unloading activities must occur on-site, not within the public right-of-way.	Vehicle maneuvering areas and loading and unloading activities must occur on-site, not within the public right-of-way, unless as expressly allowed by the following: (1) Within city-designated commercial loading zones, or (2) In accordance with an approved Revocable Occupancy Permit from the City of De Pere, or (3) With a Privilege in the Street Agreement from Brown County Highway Department.
Trucking and Transportation Terminals: Setbacks	Parking areas and access drives are not allowed within front, side, street side, and rear setbacks except for access drives that connect directly to a right-of-way.	Parking areas and access drives are not allowed within front, side, street side, and rear setbacks except for access drives that connect directly to a right-of-way in the shortest route possible.
Trucking and Transportation Terminals: Screening	A solid fence, hedge, or berm with a minimum height of 6 feet is required to screen the front, side, and rear of the parking areas.	A solid fence, hedge, or berm with a minimum height of 6 feet is required to screen the front, side, and rear of the parking areas. However, the portion of a trucking and transportation terminals that is located more than 300-feet from a street does not require screening. Existing buildings, walls, berms, and landscaping may be used as part of the screening.
Trucking and Transportation Terminals: Non-street Fronted Property Line Trees	A minimum of one tree is required every 35 feet along non-street fronted property lines.	A minimum of one tree is required every 35 feet along non-street fronted property lines. However, the portion of a trucking and transportation terminal that is located more than 300-feet from a street does not require property line trees.

Outdoor Storage: Location	Outdoor storage areas are limited to the rear yard area and the rear 25% of the side yard area.	Outdoor storage areas are located specifically within the areas shown in the below map.
Outdoor Storage: Setbacks	Outdoor storage areas are prohibited in required setbacks.	Outdoor storage areas are prohibited in PUD-established setbacks, as shown in the below map.
Outdoor Storage: Building Adjacency	Outdoor storage areas must be contiguous with the building.	Outdoor storage areas are located specifically within the areas shown in the below map.
Outdoor Storage: Screening	Fences and walls must be constructed of a matching building material and color. Chain link, hardware cloth, and untreated wood are not permitted.	Fences and walls must be constructed of a matching building material and color. Chain link, hardware cloth, and untreated wood are not permitted. However, the portion of an outdoor storage area that is located more than 300-feet from a street does not require screening. Existing buildings, walls, berms, and landscaping may be used as part of the screening.
Outdoor Storage: Vehicular Parking Areas	-	Outdoor storage areas cannot be used for vehicular parking lots, unless identified as parking lots with required landscaping and screening.
Landscaping: Street Right-of-way Trees	One large tree per 35 feet of street frontage. Spacing may not exceed 75 feet apart. Located within pervious landscape areas or within tree wells.	One large tree per 50 feet of street frontage. Spacing may not exceed 75 feet apart. Located within pervious landscape areas or within tree wells. Improvements are required on the street side of the PUD campus that the improvements are closest to.
Maximum Number of Sign Types	3	3 per parcel (must be on same parcel)
Business Center Signs	One allowed per property.	One allowed per PUD Campus (all five parcels can use the one Business Center sign).
Temporary Staff-Visitor Parking Lots	-	One existing lot to the southeast of 2107 American BL is allowed to remain as a temporary parking lot until October 2027. Use of the parking lot after October 2027 is prohibited, unless properly approved as a permanent parking lot with a site plan that complies with landscaping, curbing, etc. One proposed lot to the southeast of 2107 American BL is allowed to be utilized as a temporary parking lot until October 2027 but must be included with a current site plan. Use of the parking lot after October 2027 is prohibited, unless properly approved as a permanent parking lot with a site plan that complies with landscaping, curbing, etc.

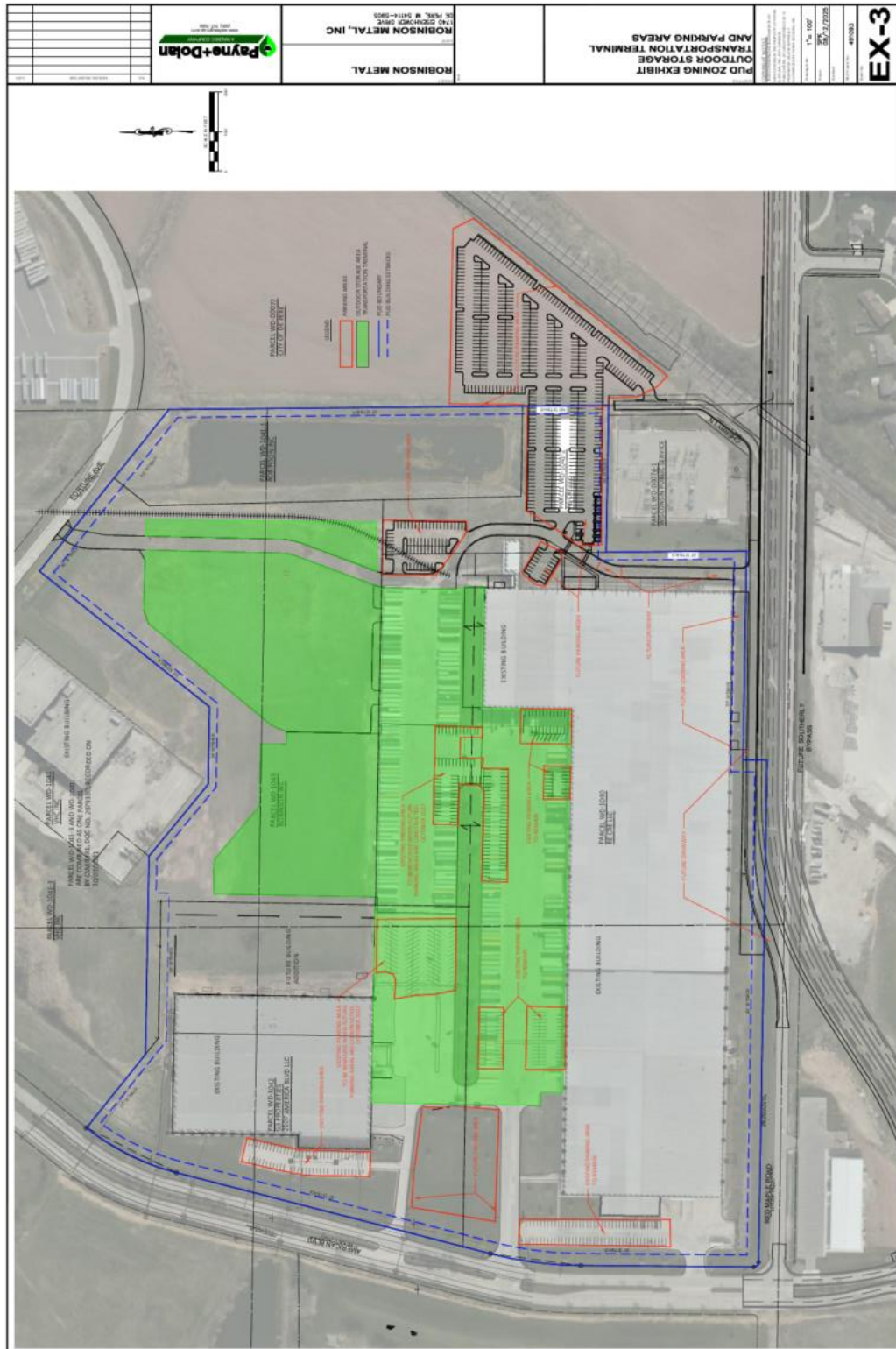
PUD Site Overview



PUD Boundary with Setbacks



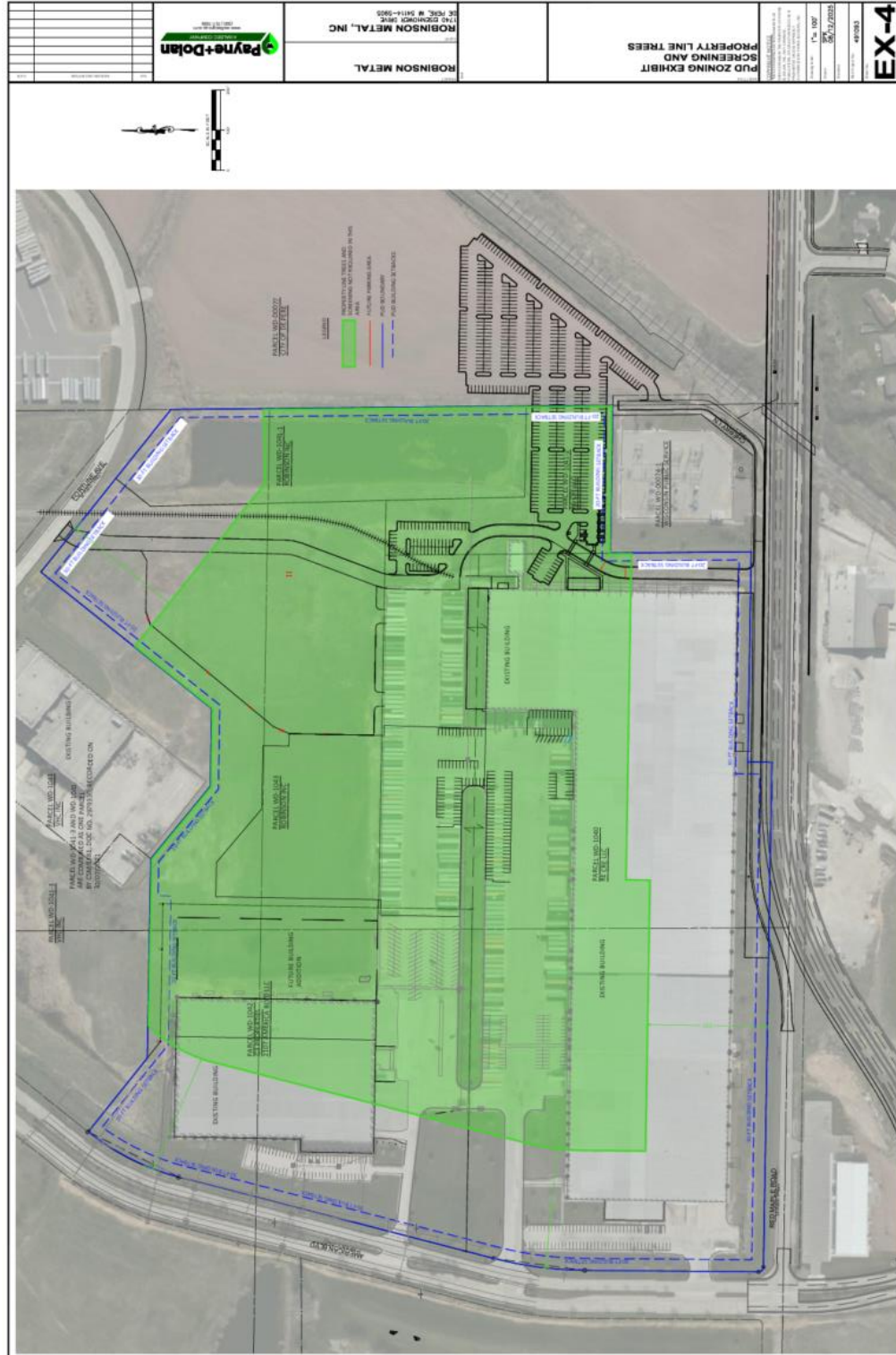
PUD Area where Trucking and Transportation Terminals, Outdoor Storage Areas, and Temporary Parking Lots are Permitted, other areas Prohibited.



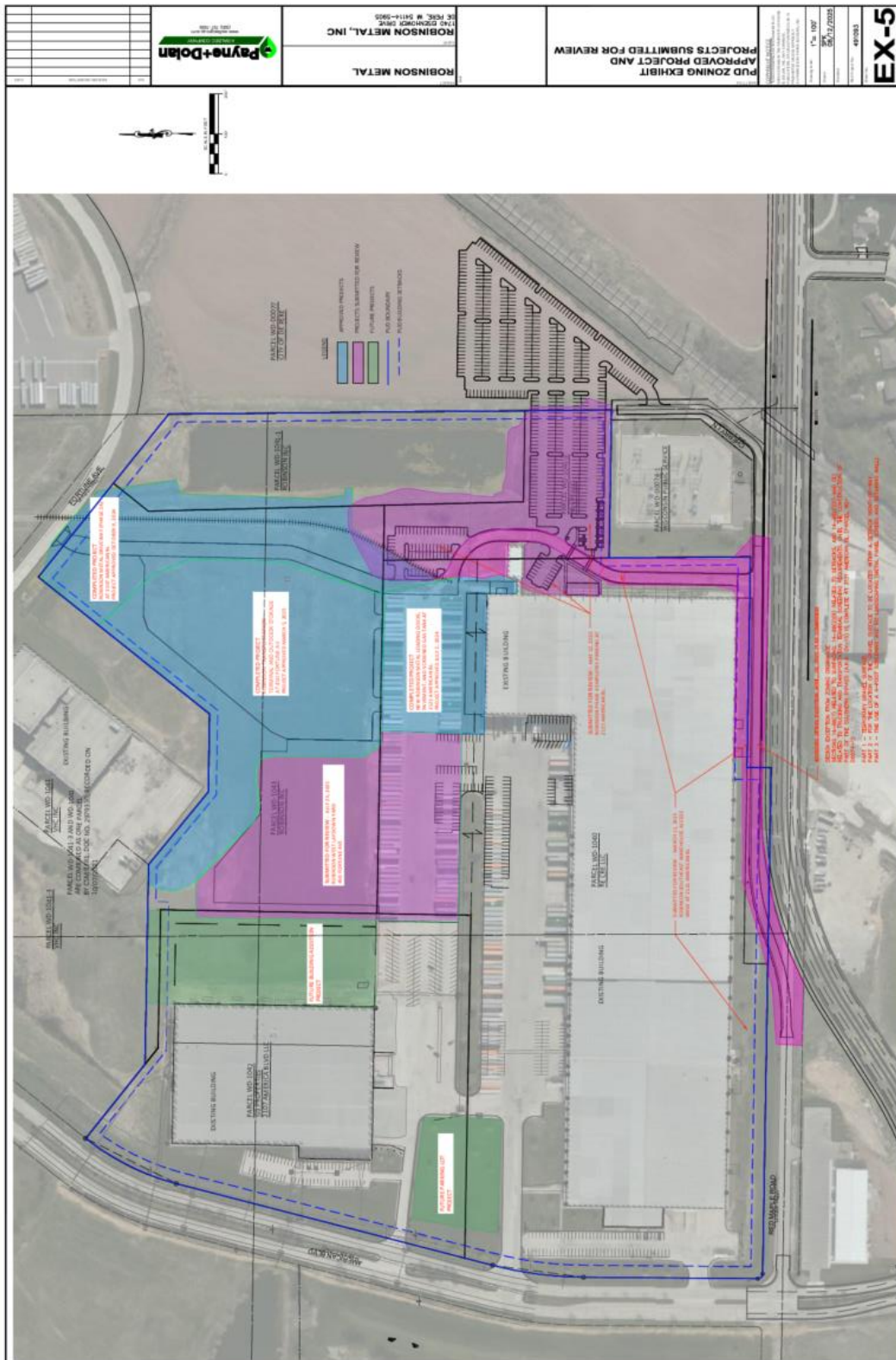
Attachment D

PUD Boundary Property Line Trees Not Required.

Trucking and Transportation Terminals, Outdoor Storage Area Screening Not Required.



Approved, In-Progress, and Known Future Site Plans.





City of De Pere, Wisconsin

I.5.C

Request for Common Council Action

MEETING DATE: October 7, 2025
DEPARTMENT: City Attorney
FROM: Angela Zills, Paralegal
SUBJECT: Ordinance #25-12 Approving Zoning Map Amendment from BP-2, Business Park 2 District to PUD, Planned Unit Development District (Parcel Nos. WD-1040, WD-1041-1, WD-1041-2, WD-1042 and WD-1043).
RECOMMENDED ACTION: Motion to Approve.

This ordinance memorializes the Plan Commission's recommendation to approve the zoning amendment from BP-2 to PUD.

ATTACHMENTS:
Ord25-12

ORDINANCE #25-12
APPROVING ZONING MAP AMENDMENT FROM BP-2, BUSINESS PARK 2 DISTRICT TO
PUD, PLANNED UNIT DEVELOPMENT DISTRICT
(Parcel Nos. WD-1040, WD-1041-1, WD-1041-2, WD-1042 and WD-1043)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification and Zoning Map amendment for the property described below, initiated pursuant to §14-122 and 14-126 of the De Pere Municipal Code (DPMC) and having scheduled a public hearing then to be decided by the Common Council; and

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

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

Section 1. That the following described property:

Parcel Nos. WD-1040, WD-1041-1, WD-1041-2, WD-1042 and WD-1043

All of Lot 2 of Certified Survey Map 6018, Document No. 1724354, Part of Lot 1 and All of Lot 2 of Certified Survey Maps 6194, Document No. 1763206, All of Lot 2 & Outlot 1 of Certified Survey Map 9381, Document No. 2979330, and Part of Lot 1 of CSM 7598, Document No. 2291618. Said Documents being located in Parts of Lot 1, 2 and 3 of De Pere Business Park South Addition, and all being located in parts of the Southeast 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Northeast 1/4 of the Southwest 1/4, Section 32, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin and more fully described as follows: Commencing at the Southeast corner of the Southwest quarter of Section 32; Thence N00° 32' 25"W a distance of 463.00 feet along the East line of the Southwest Quarter of Section 32 to the most Southeasterly point of Lot 1 of CSM 7598, also known as the Point of Beginning; Thence N89° 02' 58"W a distance of 369.96 feet along the most Southerly line of said Lot 1 of CSM 7598 to the East line of the Lot 2 of CSM 6018 also being the most South, Southwesterly point of Lot 1 of CSM 7598; Thence S00° 32' 03"E a distance of 352.96 feet along the most Easterly line of Lot 2 of CSM 6018 to the most

Southeasterly point of said Lot 2 of CSM 6018 and to a point on the North Right-of-way of Red Maple Road; Thence N89° 02' 58" W a distance of 526.13 feet along Lot 2 of CSM 6018 and the North Right-of-way of Red Maple Road; Thence S00° 57' 02"W a distance of 60.00 feet along Lot 2 of CSM 6018 and said North Right-of-way of Red Maple Road; Thence N89° 02' 58"W a distance of 1,263.76 feet along the most Southerly line of Lot 2 of CSM 6018 and the North Right-of-way of Red Maple Road; Thence along Lot 2 of CSM 6018 and said North Right-of-way of Red Maple Road, 18.75 feet along an arc of a 12.00 foot radius curve to the right, having a chord which bears N44°17'22"W and a distance of 16.90 feet to the East Right-of-way of American Boulevard; Thence N00° 28' 11"E a distance of 434.99 feet along the East line of Lot 2 of CSM 6018 and the East Right-of-way of American Boulevard; Thence along said Lot 2 of CSM 6018, also being said East Right-of-way of American Boulevard, 229.76 feet along an arc of a 940.00 foot radius curve to the right, having a chord which bears N07°28'22"E and a distance of 229.19 feet; Thence N14° 28' 30"E a distance of 71.96 feet along the West line of said Lot 2 of CSM 6018 and East Right-of-way of American Boulevard to a point; Thence continuing N14° 28' 30"E along the West line of Lot 2 of CSM 6194 and the East Right-of-way of American Boulevard a distance of 743.49 feet; Thence along said Lot 2 of CSM 6194 and the East Right-of-way of American Boulevard, 254.82 feet along an arc of a 603.41 foot radius curve to the right, having a chord which bears N26°34'23"E and a distance of 252.93 feet to the Northern most, Northwesterly point of said Lot 2 of CSM 6194 and the West, Southwesterly point of Lot 1 of CSM 9381; Thence S51° 20' 25"E a distance of 236.57 feet along the South line of said Lot 1 of CSM 9381 to the most Westerly point of Lot 2 of CSM 9381; Thence S88° 57' 47"E along Lot 1 of CSM 9381 a distance of 498.94 feet; Thence S50° 33' 36"E a distance of 234.52 feet along the South Line of Lot 1 of CSM 9381; Thence continuing along the South line S88° 57' 51"E a distance of 194.99 feet; Thence N38° 37' 07"E a distance of 547.52 feet along said Lot 1 of CSM 9381 to the Northern most Northeasterly point of Lot 1 of CSM 9381 and being a point on the South Right-of-way line of Fortune Avenue; Thence along the South Right-of-way of Fortune Avenue S51° 19' 45"E a distance of 521.17 feet to the Northeast point of Outlot 1 of CSM 9381 also being a point on the East line of the Southwest quarter of Section 32; Thence S00° 32' 25"E a distance of 1,105.86 feet along the East line of Outlot 1 of CSM 9381 and the East line of the Southwest Quarter of Section 32 to the Point of Beginning.

Containing 3,095,957 Square feet (71.07 Acres) of land, more or less

shall be and the same is hereby rezoned from the present zoning classification of BP-2, Business Park 2 District to PUD, Planned Unit Development District as set forth in and regulated by the provisions of Chapter 14, Article V Special Districts and the corresponding applicable sections thereunder, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

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

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of October, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 8/25/2025

Publication Date: _____

Effective Date: _____



City of De Pere, Wisconsin

I.8

Request for Common Council Action

MEETING DATE:	October 7, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schleinz, City Planner/Zoning Administrator
SUBJECT:	Recommendation from Plan Commission to approve a 3-lot and 1-outlot certified survey map at 1100 Employers BL (Parcels WD-D0031, WD-364-D-502).
RECOMMENDED ACTION:	Motion to approve.

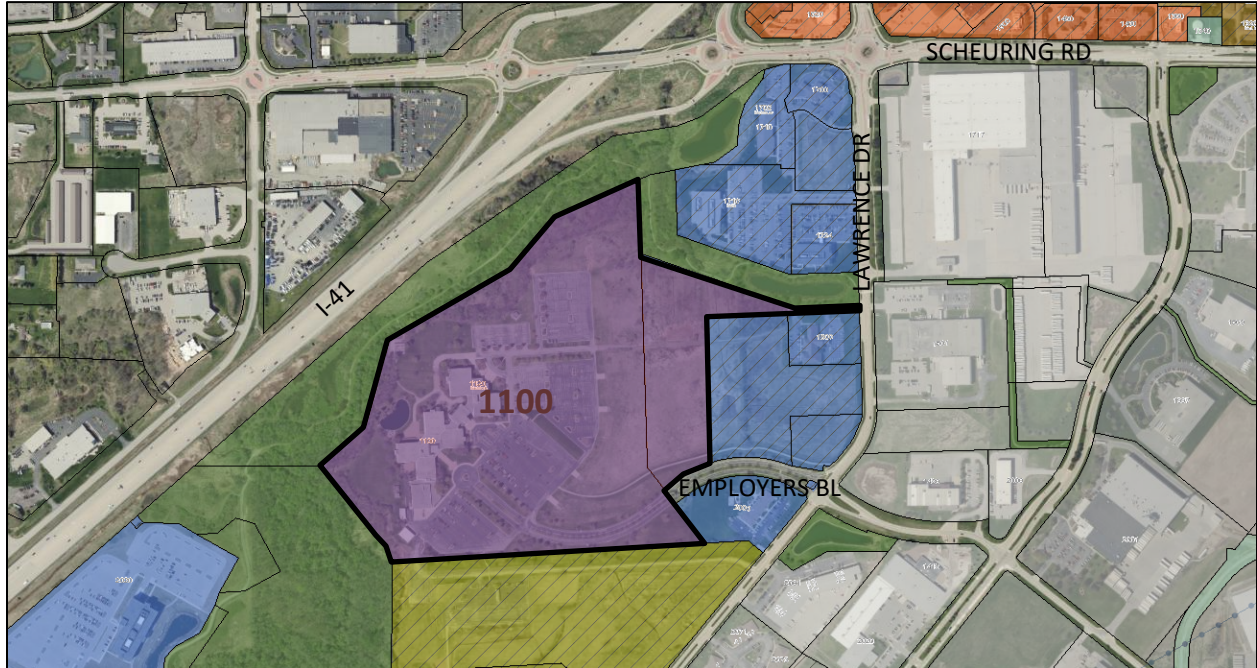
On September 22, 2025, Plan Commission unanimously recommended approval by a vote of 5-0.

ATTACHMENTS:

PC Report, Application and Preliminary CSM - 16 Sep 2025

Consideration and possible action for a 3-lot and 1-outlot certified survey map at 1100 Employers BL (Parcels WD-D0031, WD-364-D-502).*

SITE MAP



REQUESTED ACTION:	Certified Survey Map Approval (File CSM 25-04).	
COMMON DESCRIPTION:	1100 Employers BL, west from the Lawrence DR and Employers BL intersection.	
ZONING:	O (Office District).	
SURROUNDING LAND USES:	Conservancy (CON) to the north and west. Developing Offices (O PDD) to the east. Developing residential (R1-45 PDD) to the south.	
COMPREHENSIVE PLAN:	Business Park, Multi-Family Residential.	
APPLICANT / OWNERS:	<u>Authorized Representative</u> Troy E Hewitt, PLS Robert E Lee & Associates INC 1250 Centennial Centre BL Hobart, WI 54155	<u>Property Owner</u> Preserve Development LLC 3346 S Pine Tree RD Hobart, WI 54155
LAND USE HISTORY:	After a review of air photographs, the west side of the area developed in the 1980's.	

STAFF REVIEW:

When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- Lot 1 is for existing commercial and employment use.
- Lot 2 is planned for future multi-family use.
- Lot 3 is planned for future multi-family use.
- Outlot 4 may become part of a future one-family and/or multi-family use development.

It is anticipated that Plan Commission will review a zoning map amendment (rezoning) application for this development on October 27, 2025.

All conditions of approval are listed at the end of the report. The conditions are technical and can be overseen by staff.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides development opportunities and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet City requirements.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including the City of De Pere and Brown County Planning Commission.



Planning/Zoning Application

Planning & Zoning Department

Submitted On:

Sep 10, 2025, 12:38PM EDT

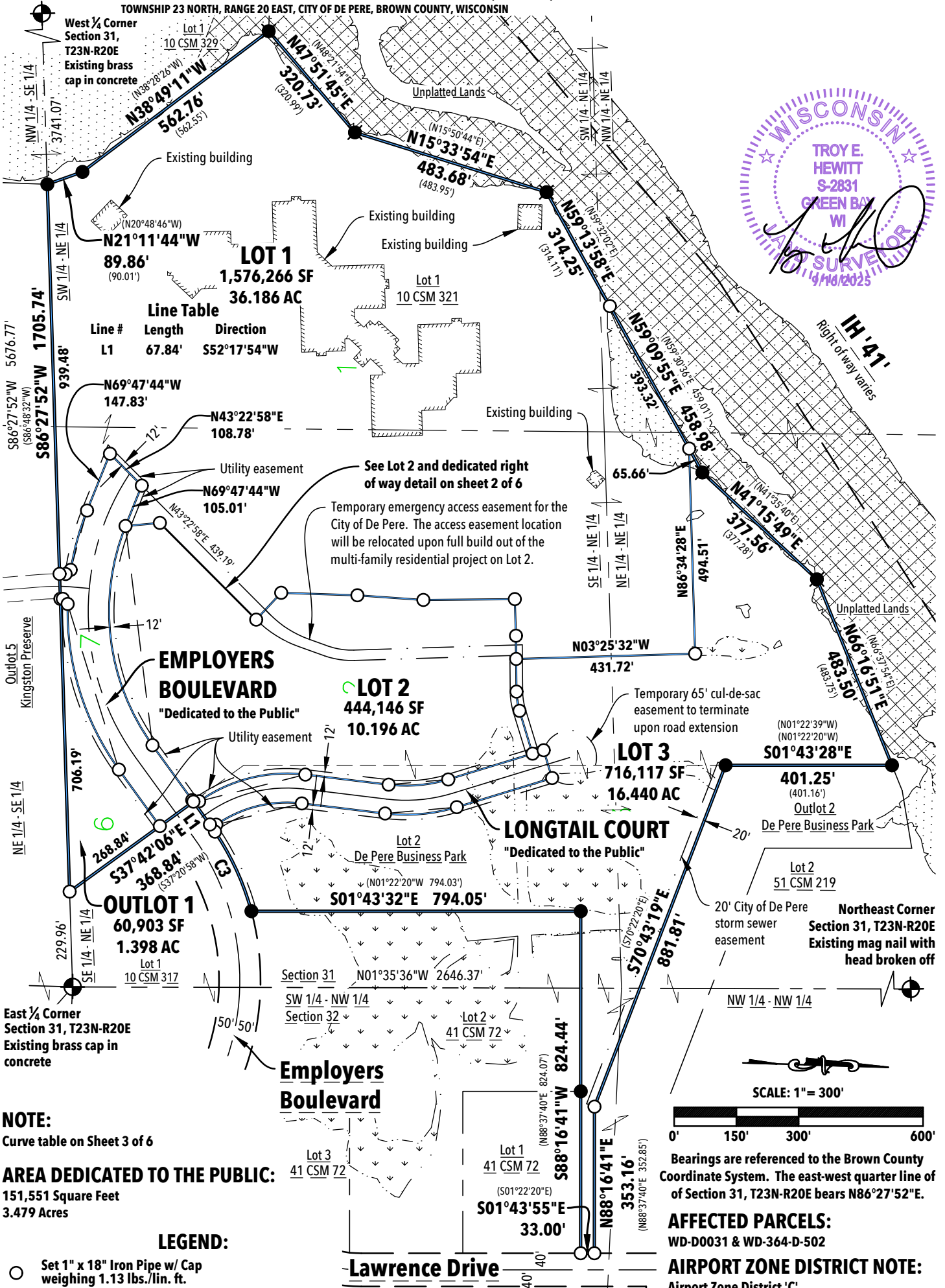
Parcel Number: (Include ALL parcels)	WD-D0031 & WD-364-D-502
Nearest property address to the project site:	Street Address: 1100 EMPLOYERS BOULEVARD City: DE PERE State: WI Zip: 54115
Check each project type that is being applied for:	CSM Zoning Map Amendment (Rezoning)
Number of lots in the CSM:	3
Number of outlots in the CSM:	0
Current De Pere Zoning Districts:	O
Proposed De Pere Zoning Districts:	RM-2
Existing Site Land Uses:	Commercial Business Park/Industrial
Proposed Site Land Uses:	Residential Commercial Business Park/Industrial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: PRESERVE DEVELOPMENT, LLC Last Name: BILL KINGSTON
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 3346 S PINE TREE RD City: HOBART State: WI Zip: 54155
Property Owner's Phone Number:	4146515077
Property Owner's Email Address:	bkingston@draco-pm.com
Is someone processing the project for the property owner as their authorized representative?	Yes

Authorized Representative's Name:		First Name: TROY Last Name: HEWITT
Authorized Representative's Business Name:		Robert E. Lee & Associates, Inc.
Authorized Representative's Phone Number:		9205444436
Authorized Representative's Email Address:		thewitt@releeinc.com
Please attach 1 PDF copy of the CSM.		Draft CSM_9-9-25.pdf
Please attach an EXHIBIT MAP with the zoning boundary.		Zoning Map.pdf
Please attach a WORD DOCUMENT with the boundary legal description.		Lot 2 Rezone Legal.docx
How do you plan on paying for your application?		Online with a credit card
Total Due:		\$725.00
Signature Data	First Name: TROY Last Name: HEWITT Email Address: thewitt@releeinc.com	
		
		Signed at: September 10, 2025 12:37pm America/New_York
User's Session Information		IP Address: 24.106.22.82 Referrer URL:

DRAFT

CERTIFIED SURVEY MAP

ALL OF LOT 1, VOLUME 10 OF CERTIFIED SURVEY MAPS, PAGE 321, MAP NUMBER 2314, DOCUMENT NUMBER 968551, SAID MAP LOCATED IN PARTS OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SOUTHWEST 1/4 OF THE NORTHEAST 1/4, NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PART OF LOT 2, VOLUME 18 OF PLATS, PAGE 44, DOCUMENT NUMBER 1116819, SAID PLAT BEING PARTS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PARTS OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



REL Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

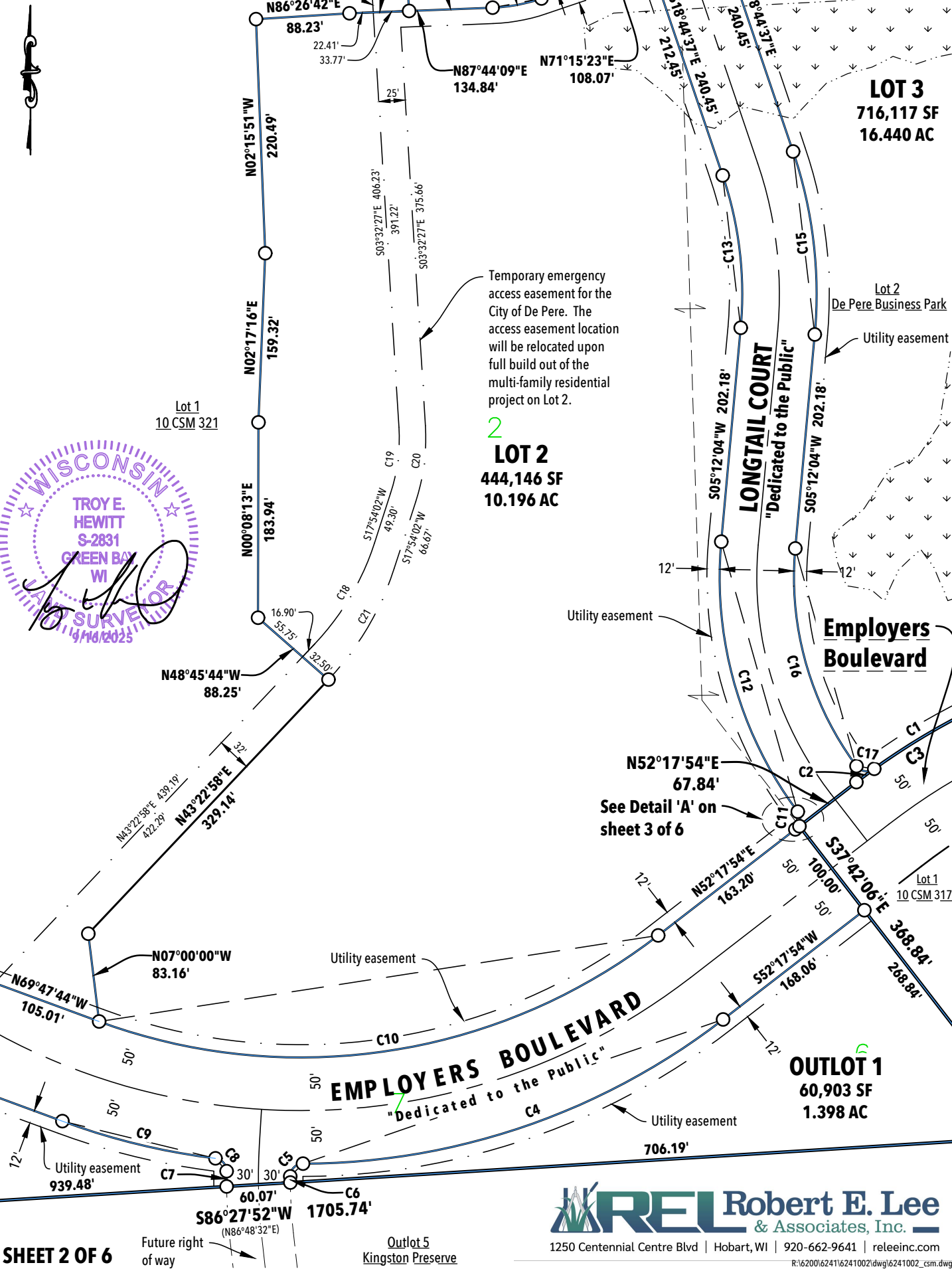
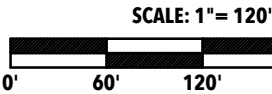
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SHEET 1 OF 6

CERTIFIED SURVEY MAP

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LOT 2 AND RIGHT OF WAY DETAIL:





Robert E. Lee
& Associates, Inc.

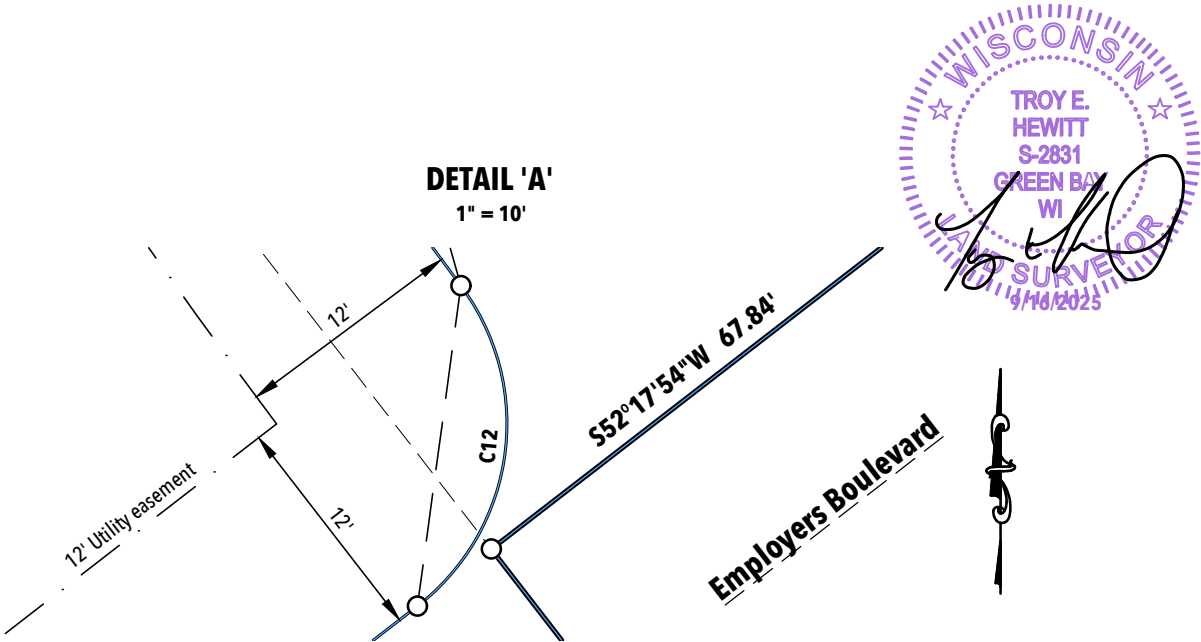
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CERTIFIED SURVEY MAP

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Curve Table							
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	18°58'23"	640.00'	211.93'	S63°39'26.5"W	210.96'	S73°08'38"W	S54°10'15"W
C2	1°52'21"	640.00'	20.92'	S53°14'04.5"W	20.92'	S54°10'15"W	S52°17'54"W
C3	20°50'44"	640.00'	232.85'	S62°43'16"W	231.56'	S73°08'38"W	S52°17'54"W
C4	37°31'39"	650.00'	425.74'	S71°03'43.5"W	418.17'	N89°49'33"E	N52°17'54"E
C5	(89°43'37") 89°44'23"	12.00'	18.80'	(N44°56'58.5"W) S44°57'21.5"W	16.93'	(S89°48'47"W) S89°49'33"W	S00°05'10"W
C6	0°42'18"	470.00'	5.78'	S00°15'59"E	5.78'	S00°05'10"W	S00°37'08"E
C7	1°33'36"	530.00'	14.43'	S00°10'09"E	14.43'	S00°36'39"W	S00°56'57"E
C8	83°29'57"	12.00'	17.49'	N41°08'19.5"W	15.98'	N00°36'39"E	N82°53'18"W
C9	13°05'34"	650.00'	148.53'	S76°20'31"E	148.21'	S69°47'44"E	S82°53'18"E
C10	57°54'22"	550.00'	555.86'	N81°15'05"E	532.50'	S69°47'44"E	N52°17'54"E
C11	89°08'35"	12.00'	18.67'	N07°43'36.5"E	16.84'	N52°17'54"E	N36°50'41"W
C12	42°02'44"	368.00'	270.05'	S15°49'19"E	264.03'	S05°12'04"W	S36°50'41"E
C13	23°56'41"	348.00'	145.43'	N06°46'16.5"W	144.38'	N05°12'04"E	N18°44'37"W
C14	16°28'47"	163.00'	46.88'	N79°29'46.5"E	46.72'	N87°44'09"E	N71°15'23"E
C15	23°56'41"	418.00'	174.69'	N06°46'16.5"W	173.42'	N05°12'04"E	N18°44'37"W
C16	41°50'01"	298.00'	217.58'	S15°42'57.5"E	212.78'	S05°12'04"W	S36°37'58"E
C17	89°11'47"	12.00'	18.68'	S81°13'51.5"E	16.85'	S36°37'58"E	N54°10'15"E
C18	25°28'56"	250.00'	111.19'	N30°38'30"E	110.27'	N43°22'58"E	N17°54'02"E
C19	21°26'28"	168.00'	62.87'	N07°10'47"E	62.50'	N17°54'02"E	N03°32'27"W
C20	21°26'28"	193.00'	72.22'	N07°10'47"E	71.80'	N17°54'02"E	N03°32'27"W
C21	25°28'56"	275.00'	122.31'	N30°38'30"E	121.30'	N43°22'58"E	N17°54'02"E



CERTIFIED SURVEY MAP

ALL OF LOT 1, VOLUME 10 OF CERTIFIED SURVEY MAPS, PAGE 321, MAP NUMBER 2314, DOCUMENT NUMBER 968551, SAID MAP LOCATED IN PARTS OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SOUTHWEST 1/4 OF THE NORTHEAST 1/4, NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PART OF LOT 2, VOLUME 18 OF PLATS, PAGE 44, DOCUMENT NUMBER 1116819, SAID PLAT BEING PARTS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PARTS OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

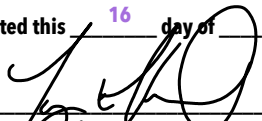
SURVEYOR'S CERTIFICATE:

I, Troy E. Hewitt, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, mapped and divided all of Lot 1, Volume 10 of Certified Survey Maps, Page 321, Map Number 2314, Document Number 968551 (10CSM321), said map located in parts of the Northwest 1/4 of the Northeast 1/4, Southwest 1/4 of the Northeast 1/4, Northeast 1/4 of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4, Section 31 and part of Lot 2, Volume 18 of Plats, Page 44, Document Number 1116819, said plat being parts of the Northeast 1/4 of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4, Section 31 and parts of the Southwest 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northwest 1/4, Section 32, all located in Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the East 1/4 corner of said Section 31; thence S86°27'52"W, 229.96 feet on the east-west quarter line of said Section 31 to the southeast corner of said Lot 1, the POINT OF BEGINNING; thence continuing S86°27'52"W, 1705.74 feet on said east-west quarter line to the west line of said Lot 1; thence N21°11'44"W, 89.86 feet on said west line; thence N38°49'11"W, 562.76 feet on said west line to the northwest line of said Lot 1; thence N47°51'45"E, 320.73 feet on said northwest line; thence N15°33'54"E, 483.68 feet on said northwest line; thence N59°13'58"E, 314.25 feet on said northwest line; thence N59°09'55"E, 458.98 feet on said northwest line; thence N41°15'49"E, 377.56 feet on said northwest line; thence N66°16'51"E, 483.50 feet on said northwest line to the northeast corner of said Lot 1; thence S01°43'28"E, 401.25 feet on the east line of said Lot 1 to the north line of said Lot 2; thence S70°43'19"E, 881.81 feet on said north line; thence N88°16'41"E, 353.16 feet on said north line to the west right of way line of Lawrence Drive; thence S01°43'55"E, 33.00 feet on said west right of way to the northeast corner of Lot 1, Volume 41 of Certified Survey Maps, Page 72, Map Number 6184, Document Number 1760374 (41CSM72); thence S88°16'41"W, 824.44 feet on the north line of said Lot 1 and continuing on the north line of Lot 2 of said 41CSM72 to the northwest corner thereof; thence S01°43'32"E, 794.05 feet on the west line of Lot 2 of said 41CSM72 to the north right of way of Employers Boulevard; thence 232.85 feet on the arc of a 640.00 foot radius curve to the left, having a long chord which bears S62°43'16"W, 231.56 feet on said north right of way; thence S52°17'54"W, 67.84 feet on said north right of way to the east line of Lot 1 of said 10CSM321; thence S37°42'06"E, 368.84 feet on said east line to the Point of Beginning.

Said parcel contains 2,948,983 Square Feet (67.699 Acres) of land more or less. Subject to any and all easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of De Pere in the surveying, mapping and dividing of the same.

Dated this 16 day of September, 2025.

Troy E. Hewitt PLS #2831
ROBERT E. LEE & ASSOCIATES, INC.
Original: 9/9/2025
Revised: 9/11/2025



RESTRICTIVE COVENANTS:

- The land on all side and rear lot lines of all lots not included in the drainage easement shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
- Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
- No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street lines, a disturbance of survey stake by anyone is a violation of Section 236.32 of the Wisconsin statutes.
- Sidewalks are required on the north side of Employers Boulevard and both sides of Longtail Court.
- The City will provide storm water management via a regional storm water pond designed to treat to current WisDNR standards for storm water quality. City storm sewers are designed for five-year rainfall events to match City allocated flows. Detention facilities may be required for higher flow volumes.

EROSION CONTROL NOTE:

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the City has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

AIRPORT ZONING DISTRICT NOTE:

The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts.

UTILITY EASEMENT PROVISIONS:

A non-exclusive easement granted to public utilities including but not limited to electric, natural gas, communications, water distribution, sewer collection, drainage, etc., is hereby granted by

Preserve Development, LLC, Grantors, to

Wisconsin Public Service Corp., a Wisconsin Corporation, City of De Pere and other Public Utilities, Grantee(s),

their respective successors and assigns, to construct, install, operate, repair, maintain, and replace from time to time, facilities used in connection with underground public utilities for such purposes as the same is now or may hereafter be used, all in, under, across, along, and upon the property shown within those areas designated on the plat or CSM, together with the right to install service connections upon, across, within, and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush, and/or roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. Structures shall not be placed over Grantee's facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of the Grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of all parties hereto.



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CERTIFIED SURVEY MAP

ALL OF LOT 1, VOLUME 10 OF CERTIFIED SURVEY MAPS, PAGE 321, MAP NUMBER 2314, DOCUMENT NUMBER 968551, SAID MAP LOCATED IN PARTS OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SOUTHWEST 1/4 OF THE NORTHEAST 1/4, NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PART OF LOT 2, VOLUME 18 OF PLATS, PAGE 44, DOCUMENT NUMBER 1116819, SAID PLAT BEING PARTS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PARTS OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owners, we do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, mapped, divided and dedicated as represented on this map. We also do further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection: CITY OF DE PERE

Bill Kingston Preserve Development, LLC	Date
--	------

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2025, the above named to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

(print name)_____

My commission expires:_____

CORPORATE MORTGAGEE CERTIFICATE

Bank First, N.A., a corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Certified Survey Map and does hereby consent to the above certificate of Preserve Development, LLC, Owner.

IN WITNESS WHEREOF, Bank First, N.A. has caused these presents to be

signed by _____ (Print Name) it's _____ (Print Title) and countersigned by
 _____ (Print Name) it's _____ (Print Title) at _____, Wisconsin, and its corporate seal to be
 hereunto affixed this _____ day of _____, 2025.

In the presence of Bank First, N.A.:

_____ Date _____ Date

Print Title: _____ Print Title: _____

STATE OF WISCONSIN) _____ COUNTY) SS

Personally came before me this _____ day of _____, 2025, the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

_____, **Notary Public,**

_____, Wisconsin

My commission expires_____



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SHEET 5 OF 6

CERTIFIED SURVEY MAP

ALL OF LOT 1, VOLUME 10 OF CERTIFIED SURVEY MAPS, PAGE 321, MAP NUMBER 2314, DOCUMENT NUMBER 968551, SAID MAP LOCATED IN PARTS OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SOUTHWEST 1/4 OF THE NORTHEAST 1/4, NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PART OF LOT 2, VOLUME 18 OF PLATS, PAGE 44, DOCUMENT NUMBER 1116819, SAID PLAT BEING PARTS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PARTS OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

CITY OF DE PERE APPROVAL CERTIFICATE

Approved by the City of De Pere Common Council on this _____ day of _____, 2025.

Carey E. Danen, City of Clerk

Date _____

BROWN COUNTY TREASURER'S CERTIFICATE:

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

Raymond Suennen

Date _____

Brown County Treasurer

CITY OF DE PERE TREASURER'S CERTIFICATE:

As duly appointed City of De Pere Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

Pamela R. Manley

Date _____

City of De Pere Finance Director/Treasurer



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SHEET 6 OF 6



City of De Pere, Wisconsin

I.9

Request for Common Council Action

MEETING DATE:	October 7, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schleinz, City Planner/Zoning Administrator
SUBJECT:	Recommendation from Plan Commission to approve a 2-lot extraterritorial certified survey map at 2200 BLK Beck WY in Lawrence (Parcel L-451-4).
RECOMMENDED ACTION:	Motion to approve.

On September 22, 2025, Plan Commission unanimously recommended approval by a vote of 5-0.

ATTACHMENTS:

PC Report, Application and Preliminary CSM - 27 Aug 2027

Consideration and possible action for a 2-lot extraterritorial certified survey map at 2200 BLK Beck WY in Lawrence (Parcel L-451-4).*

SITE MAP



REQUESTED ACTION:	Certified Survey Map Approval (File ECSM 25-04).	
COMMON DESCRIPTION:	2200 BLK Beck WY, more specifically known as 2388 STH 41.	
ZONING:	A-1: Agricultural in Lawrence. <i>NOTE: There is a proposed rezoning in Lawrence for Lot 2 that relates to the proposed Rock Ridge subdivision. The proposed rezoning does not impact this certified survey map.</i>	
SURROUNDING LAND USES:	Agricultural and developing residential to the north, south and east. I-41 to the west.	
COMPREHENSIVE PLAN:	Residential and Business/Commercial in Lawrence.	
APPLICANT / OWNERS:	<u>Authorized Representative</u> Douglas E Woelz, PLS McMahon Associates INC 1445 McMahon DR Neenah, WI 54956	<u>Property Owner</u> Thomas P Perock Family Irrevocable Trust 1521 Sand Acres DR De Pere, WI 54115
LAND USE HISTORY:	After a review of air photographs, the site has been an agricultural use since 1938.	

STAFF REVIEW:

When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- Lot 1 is proposed to remain an agricultural lot.
- Lot 2 is proposed to be further subdivided into residential lots as part of the Rock Ridge subdivision. Plan Commission will review the preliminary Rock Ridge subdivision on September 22, 2025.
- The Lawrence minimum acreage and frontage requirements are 10.0 acres and 200 feet. The De Pere minimum acreage and frontage requirements are 0.2 acres and 75 feet.
- Environmentally sensitive areas are reviewed by Brown County.

All conditions of approval are listed at the end of the report. The conditions are technical and can be overseen by staff.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides development opportunities and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet City requirements.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including the Town of Lawrence, City of De Pere, and Brown County Planning Commission.
2. Add a certificate for the City of De Pere Approval that includes a line for the date of Common Council approval and a signature line with date for the City Clerk's signature.



Planning/Zoning Application

Submitted On:
Aug 27, 2025, 04:25PM EDT

Planning & Zoning Department

Parcel Number: (Include ALL parcels)	L-451-4
Nearest property address to the project site:	Street Address: 2388 STH 41 City: DePere State: WI Zip: 54115
Check each project type that is being applied for:	CSM
Number of lots in the CSM:	2
Number of outlots in the CSM:	0
Current De Pere Zoning Districts:	Not in De Pere
Extraterritorial Zoning Districts:	A-1 Agriculture
Existing Site Land Uses:	Undeveloped/Vacant/Agricultural
Proposed Site Land Uses:	Undeveloped/Vacant/Agricultural Residential Commercial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: Thomas P Perock Last Name: Family Irrevocable Trust
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 1521 Sand Acres Drive City: De Pere State: WI Zip: 54115
Property Owner's Phone Number:	920-362-0102
Property Owner's Email Address:	no_email_address_@gmail.com
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Douglas Last Name: Woelz

Authorized Representative's Business Name:	McMahon Associates
Authorized Representative's Phone Number:	920-751-4200
Authorized Representative's Email Address:	dwoelz@mcmgrp.com
Please attach 1 PDF copy of the CSM.	2025-08-26_PerockCSM.pdf PerockCSM.dwg
How do you plan on paying for your application?	Online with a credit card
Total Due:	\$375.00
Signature Data	First Name: Douglas Last Name: Woelz Email Address: dwoelz@mcmgrp.com  Signed at: August 27, 2025 4:12pm America/New_York
User's Session Information	IP Address: 67.53.157.66 Referrer URL:

CERTIFIED SURVEY MAP SHEET 1 OF 6

PART OF LOT 71 OF THE RECORDED PLAT OF THE
SUBDIVISION OF THE WILLIAM'S GRANT, TOWN OF LAWRENCE,
BROWN COUNTY, WISCONSIN

SOUTHWEST CORNER
LOT 78 WILLIAM'S GRANT
1" IRON PIPE WITH
PLASTIC CAP FOUND

NORTHWESTERLY LINE LOTS 66 THROUGH 78 OF WILLIAM'S GRANT,
S38°04'30"W 6965.02'

NORTHWEST CORNER
LOT 66 WILLIAM'S GRANT
MAG NAIL WITH
WASHER FOUND

[FRONTAGE ROAD]
FRENCH ROAD
RIGHT-OF-WAY WIDTH VARIES

I.H. "41"
RIGHT-OF-WAY WIDTH VARIES

[FRONTAGE ROAD]
LARRY LANE
RIGHT-OF-WAY WIDTH VARIES

FOR:
THOMAS P. PEROCK FAMILY
IRREVOCABLE TRUST
1521 SAND ACRES DR.
DE PERE, WI 54115

SEE SHEET 2 FOR
DETAIL OF
ENVIRONMENTALLY
SENSITIVE AREAS
AND SETBACK LINE

SEE SHEET 3 FOR
NOTES AND
RESTRICTIONS

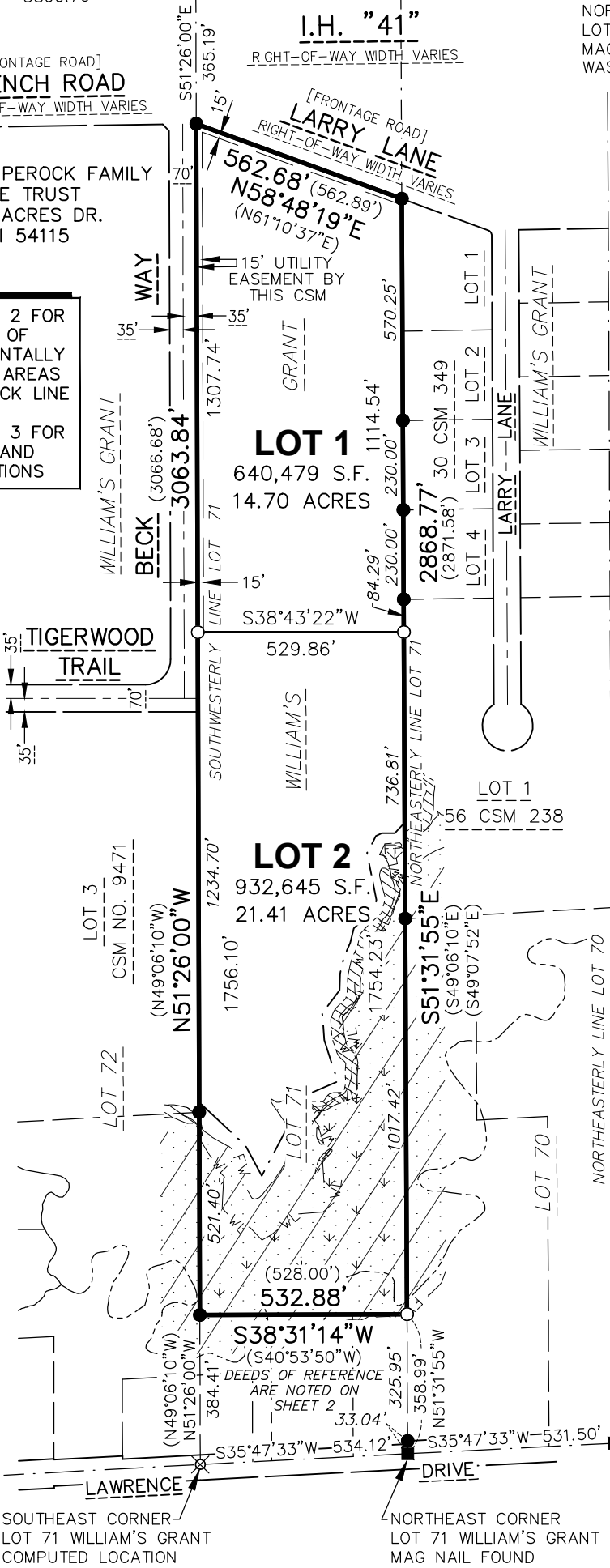
BEARINGS ARE REFERENCED TO THE
NORTHWESTERLY LINE OF LOTS 66
THROUGH 78 OF THE SUBDIVISION OF
THE WILLIAM'S GRANT, WHICH BEARS
S38°04'30"W PER THE WISCONSIN
COUNTY COORDINATE SYSTEM AS
PUBLISHED FOR BROWN COUNTY

400 200 0 400
SCALE - FEET
1" = 400'

LEGEND

- - 1.315" O.D. X 18" IRON PIPE WEIGHING
1.68 LBS./LINEAL FT. SET WITH CAP
- - 1.315" O.D. IRON PIPE FOUND
- - MAG NAIL FOUND
- ⊗ - COMPUTED LOCATION
- ⊙ - CERTIFIED LAND CORNER
BROWN COUNTY
- S.F. - SQUARE FEET
- () - RECORDED BEARING AND/OR DISTANCE
- TM WL - DELINEATED WETLANDS
- FP - FEMA MAPPED FLOODPLAIN,
ZONE AE
- FW - FEMA MAPPED FLOODWAY
- ES - ENVIRONMENTALLY SENSITIVE AREA
(ESA) STEEP SLOPES OF 20% OR
GREATER, FIELD LOCATED

asdlar, W:\PROJECTS\LO017\092500121\CADD\Civil3D\Survey Documents\CSM\PerockCSM.dwg Plot Date: 8/26/2025 4:09 PM



NORTHEAST CORNER
LOT 70 WILLIAM'S GRANT
MAG NAIL FOUND

McMAHON
ENGINEERS ARCHITECTS

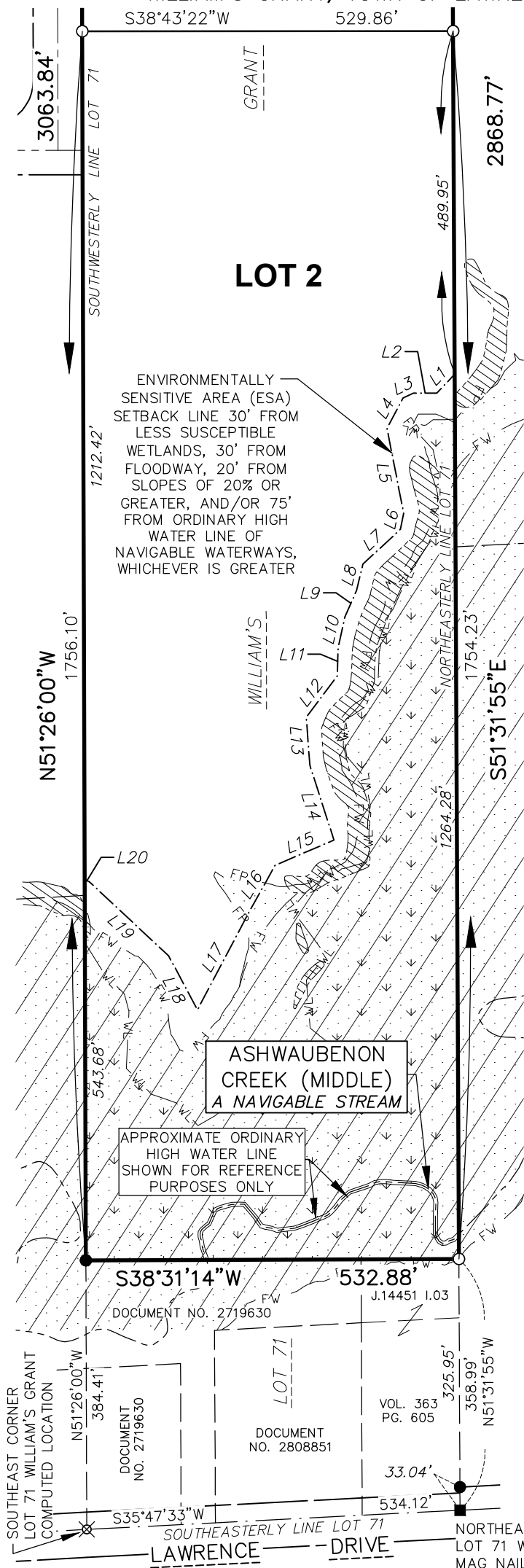
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

DRAFTED BY: AMY M. SEDLAR

CERTIFIED SURVEY MAP

SHEET 2 OF 6

PART OF LOT 71 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE
WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN



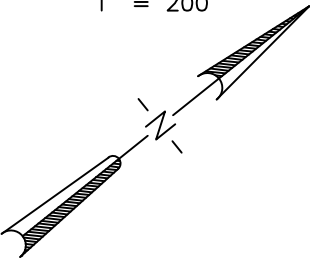
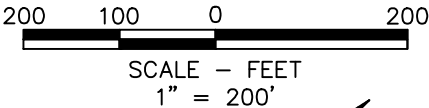
ESA LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S08°01'51"E	37.22'
L2	S38°38'07"W	33.38'
L3	S13°51'51"W	16.70'
L4	S23°53'20"E	49.14'
L5	S62°21'21"E	123.18'
L6	S39°44'43"E	23.41'
L7	S04°13'08"E	73.15'
L8	S37°50'51"E	38.64'
L9	S27°31'31"E	41.31'
L10	S38°28'43"E	43.68'

ESA LINE TABLE		
LINE	DIRECTION	LENGTH
L11	S49°18'15"E	41.80'
L12	S14°23'50"E	73.65'
L13	S55°28'26"E	68.84'
L14	S69°05'27"E	112.34'
L15	S15°37'00"W	91.18'
L16	S22°04'26"E	81.19'
L17	S23°30'25"E	153.48'
L18	N79°24'56"W	87.55'
L19	S81°48'34"W	155.52'
L20	S59°12'41"W	6.57'

LEGEND

- - 1.315" O.D. X 18" IRON PIPE WEIGHING 1.68 LBS./LINEAL FT. SET WITH CAP
- - 1.315" O.D. IRON PIPE FOUND
- - MAG NAIL FOUND
- ⊗ - COMPUTED LOCATION
- ▨ - ENVIRONMENTALLY SENSITIVE AREA (ESA)
- ▨ - STEEP SLOPES OF 20% OR GREATER, FIELD LOCATED
- ↓ T M ↓ W L - WETLANDS DELINEATED BY WALLY SEDLAR OF MCMAHON ASSOCIATES DATED AUGUST 4, 2025
- FW - MAPPED FLOODWAY LIMITS PER LOMR (TO FEMA FIRM PANEL NO. 55009C0244F) CASE NO. 19-05-3386P, EFFECTIVE DATE OF SEPTEMBER 18, 2020
- FP - FLOOD PLAIN, ZONE AE PER LOMR (TO FEMA FIRM PANEL NO. 55009C0244F) CASE NO. 19-05-3386P, EFFECTIVE DATE OF SEPTEMBER 18, 2020
- - ENVIRONMENTALLY SENSITIVE AREA (ESA) SETBACK LINE

BEARINGS ARE REFERENCED TO THE NORTHWESTERLY LINE OF LOTS 66 THROUGH 78 OF THE SUBDIVISION OF THE WILLIAM'S GRANT, WHICH BEARS S38°04'30"W PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR BROWN COUNTY



CERTIFIED SURVEY MAP

SHEET 3 OF 6

PART OF LOT 71 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOT 2 PRIOR TO CONSTRUCTION, FILL OR GRADING ACTIVITY WITHIN 300 FEET OF A STREAM.

LOT 2 INCLUDES WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

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

THE LOCATION OF THE APPROXIMATE ORDINARY HIGH WATER LINE SHALL BE THE POINT ON THE BANK OF THE NAVIGABLE STREAM UP TO WHICH THE PRESENCE AND ACTION OF SURFACE WATER IS SO CONTINUOUS AS TO LEAVE A DISTINCTIVE MARK BY EROSION, DESTRUCTION OF TERRESTRIAL VEGETATION, OR OTHER RECOGNIZED CHARACTERISTICS.

ANY LAND BELOW THE ORDINARY HIGH WATER LINE OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

WDNR NOTES:

LOT 2 HAS MAPPED WETLANDS AND/OR WETLAND INDICATOR SOILS PRESENT. IF THE CURRENT OR FUTURE LANDOWNER HAS PLANS FOR LAND DISTURBANCE, CONSTRUCTION WORK, GRADING/FILLING, ETC., THE FIRST STEP IS FOR THE LANDOWNER TO HIRE A WETLAND PROFESSIONAL TO REVIEW THE AREA FOR THE PRESENCE OF WETLANDS. A PROJECT THAT RESULTS IN FILLING OF WETLANDS (THROUGH LAND DISTURBING ACTIVITIES) WILL NEED TO COMPLY WITH WETLAND REGULATIONS. FOR MORE INFORMATION ON WETLANDS, PLEASE VISIT [HTTP://DNR.WI.GOV/TOPIC/WATERWAYS/CONSTRUCTION/WETLANDS.HTML](http://DNR.WI.GOV/TOPIC/WATERWAYS/CONSTRUCTION/WETLANDS.HTML).

A PUBLIC (NAVIGABLE) WATERWAY MAY EXIST ON/WITHIN 500 FT OF THE PROPERTY. PERMITS MAY BE REQUIRED FOR PROPOSED PROJECTS IN/AROUND A PUBLIC WATERWAY. FOR MORE INFORMATION ON WATERWAY ACTIVITIES, PLEASE VISIT THE DEPARTMENT'S HOMEPAGE ON WETLAND/WATERWAY ACTIVITIES AT [HTTP://DNR.WI.GOV/TOPIC/WATERWAYS/](http://DNR.WI.GOV/TOPIC/WATERWAYS/).

FOR PLANNED LAND DISTURBANCES OVER 1 ACRE, PLEASE VISIT [HTTP://DNR.WI.GOV/TOPIC/STORMWATER/](http://DNR.WI.GOV/TOPIC/STORMWATER/) TO LEARN IF YOU NEED A STORM WATER CONSTRUCTION SITE PERMIT.

FOR FEDERAL WETLAND REGULATIONS, PLEASE CONTACT THE ARMY CORPS OF ENGINEERS AT 920-448-2824 TO LEARN IF A FEDERAL WETLAND APPROVAL IS REQUIRED FOR SITE DEVELOPMENT.

RESTRICTIVE COVENANTS:

ESA:

LOT 2 CONTAINS AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2040 BROWN COUNTY URBAN SERVICE AREA WATER QUALITY PLAN. THE ESA INCLUDES: WETLANDS, ALL LAND WITHIN 50 FEET OF APPROXIMATE WETLANDS, 10-30 FEET, 35 FEET, 50 FEET OR 75 FEET FROM DELINEATED WETLANDS DEPENDING ON SUSCEPTIBILITY; FLOODWAY, ALL LAND WITHIN 30 FEET OF THE FLOODWAY; NAVIGABLE WATERWAYS, ALL LAND WITHIN 75 FEET OF THE ORDINARY HIGH WATER LINE OF NAVIGABLE WATERWAYS; STEEP SLOPES OF 20% OR GREATER ASSOCIATED WITH ANY AFOREMENTIONED WATER OR NATURAL RESOURCE FEATURES, ALL LANDS WITHIN 20 FEET FROM TOP AND BOTTOM OF STEEP SLOPES; ANY LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

LOT DRAINAGE: THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER. GRADING ACTIVITIES WITHIN ESA AND ESA SETBACK AREAS ARE RESTRICTED UNLESS AN ESA AMENDMENT IS APPROVED BY THE BROWN COUNTY PLANNING COMMISSION, OR GRADING IS COMPLETED AS PART OF AN APPROVED GRADING AND STORMWATER MANAGEMENT PLAN.

NOTES

THIS CSM IS ALL OF PARCEL NO. L-451-4

THE PROPERTY OWNER OF RECORD IS THOMAS P. PEROCK FAMILY IRREVOCABLE TRUST
DATED DECEMBER 24, 2020

THIS PROPERTY IS CONTAINED WHOLLY WITHIN LANDS DESCRIBED IN DOCUMENT NO. 2939139

CERTIFIED SURVEY MAP

SHEET 4 OF 6

PART OF LOT 71 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE
WILLIAM’S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

SURVEYOR’S CERTIFICATE

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S–2327, certify that I have surveyed, divided and mapped part of Lot 71 of the recorded plat of the Subdivision of The William’s Grant, Town of Lawrence, Brown County, Wisconsin containing 1,573,124 square feet (36.11 acres) of land and more fully described as follows:
Commencing at the Northwest corner of Lot 66 of said recorded plat of the Subdivision of The William’s Grant; Thence S38°04’30”W, 3164.26 feet along the Northwesterly line of Lots 66 through 78 of said Subdivision of The William’s Grant to the Southwest corner of Lot 71 of said plat; Thence S51°26’00”E, 365.19 feet along the Southwesterly line of said Lot 71 to the Southeasterly right-of-way line of Larry Lane (frontage road to I.H. ”41” and the Point of Beginning; Thence N58°48’19”E, 562.68 feet (recorded as N61°10’37”E, 562.89’) along said Southeasterly right-of-way line to the Southwesterly corner of Certified Survey Map No. 4781 recorded in Volume 30 of Certified Survey Maps on Pages 349–350 as Document No. 1419398 and the Northeasterly line of Lot 71 of said Subdivision of The William’s Grant; Thence S51°31’55”E, 2868.77 feet (recorded as S49°06’10”E and S49°07’52”E, 2871.58’) along the Southwesterly line of said Certified Survey Map, the Southwesterly line of Lot 1 of Certified Survey Map No. 8115 recorded in Volume 56 of Certified Survey Maps on Pages 238–240 as Document No. 2523804 and the Northeasterly line of said Lot 71 to the Northwesterly corner of lands described in Jacket 14451 Image 03; thence S38°31’14”W, 532.88 feet (recorded as S40°53’50”W, 528.00’) along the Northwesterly line of lands described in Jacket 14451 Image 03 and Document No. 2719630 to the Southwesterly line of Lot 71 of said Subdivision of The William’s Grant; thence N51°26’00”W, 3063.84 feet (recorded as N49°06’10”W, 3066.68’) along said Southwesterly line and the Northeasterly line of Certified Survey Map No. 9471 recorded as Document No. 3004248 to the Northwest corner thereof and the Point of Beginning.

That I have made this survey by the direction of the Thomas P. Perock Family Irrevocable Trust Dated December 24, 2020 being the Owner of said lands.

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statutes, Town of Lawrence and Brown County Subdivision Ordinance in surveying, dividing and mapping the same.

Given under my hand and seal this ____day of _____, 20____.

Douglas E. Woelz, WI Professional Land Surveyor S–2327

SHEET 5 OF 6

TOWN OF LAWRENCE APPROVAL

Dr. Lanny J. Tibaldo, Town Chairperson	Date
--	------

CERTIFICATE OF COUNTY TREASURER

County Treasurer	Date
Raymond F. Suennen	

Devin Yoder, Senior Planner,
Brown County Planning Commission

CERTIFIED SURVEY MAP

SHEET 6 OF 6

PART OF LOT 71 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE
WILLIAM’S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

OWNER CERTIFICATE

Thomas P. Perock Family Irrevocable Trust Dated December 24, 2020, as Owner, I hereby certify that I caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this Certified Survey Map. I also certify that this Certified Survey Map is required to be submitted to the following for approval:

Town of Lawrence and Brown County

Dated this _____ day of _____, 20____.

Bonnie M. Perock, Trustee
Thomas P. Perock Family Irrevocable Trust

State of Wisconsin)
)ss
_____ County)

Personally appeared before me on the _____ day of _____, 20____, the above named person(s) to me known to be the person(s) who executed the foregoing instrument, and acknowledged the same.

Notary Public
_____ County, Wisconsin

My commission expires _____

UTILITY EASEMENT PROVISIONS:
An easement for electric, natural gas, and communications service is hereby granted by Thomas P. Perock Family Irrevocable Trust Dated December 24, 2020, Grantor, to Wisconsin Public Service Corporation, a Wisconsin corporation, Grantee Wisconsin Bell Inc., d/b/a AT&T Wisconsin, a Wisconsin Corporation, Grantee Brown County C–Lec, LLC, Grantee Charter Telecommunications Operating, LLC, Grantee TDS Metrocom, LLC, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non–exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.



Request for Common Council Action

MEETING DATE:	October 7, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schleinz, City Planner/Zoning Administrator
SUBJECT:	Recommendation from Plan Commission to approve a 44-lot and 1-outlot extraterritorial preliminary plat of Rock Ridge Estates at 2200 BLK Beck WY in Lawrence (Parcels part of L-451-1, L-452-5).
RECOMMENDED ACTION:	Motion to approve.

On September 22, 2025, Plan Commission unanimously recommended approval by a vote of 5-0.

ATTACHMENTS:

PC Report, Application and Preliminary Plat - 27 Aug 2027

Consideration and possible action on a 44-lot and 1-outlot extraterritorial preliminary plat of Rock Ridge Estates at 2200 BLK Beck WY in Lawrence (Parcels part of L-451-1, L-452-5).*

SITE MAP



REQUESTED ACTION:	Preliminary Extraterritorial Plat Approval (File EPP 25-02).	
COMMON DESCRIPTION:	2200 BLK Beck WY, located northeast of the Beck WY and Tigerwood TR intersection.	
ZONING:	A-1: Agricultural in Lawrence. <i>NOTE: There is a proposed rezoning in Lawrence for the proposed Rock Ridge subdivision. If approved in Lawrence, the proposed rezoning will be complete on October 27, 2025.</i>	
SURROUNDING LAND USES:	Agricultural and developing residential to the north, south and east. I-41 to the west.	
COMPREHENSIVE PLAN:	Residential and Business/Commercial in Lawrence.	
APPLICANT/OWNER:	<u>Authorized Representative</u> Douglas E Woelz, PLS McMahon Associates INC 1445 McMahon DR Neenah, WI 54956	<u>Property Owner</u> Thomas P Perock Family Irrevocable Trust 1521 Sand Acres DR De Pere, WI 54115
LAND USE HISTORY:	After a review of air photographs, the site has been an agricultural use since 1938.	

STAFF REVIEW:

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

- Lots 1-4 are proposed two-unit lots.
- Lots 5-44 are proposed one-unit lots.
- Outlot 1 is a proposed storm water management pond.
- If the October 27, 2025, rezoning of the is successfully completed between the applicant and Lawrence, the Lawrence minimum acreage and frontage requirements are 0.3 acres and 100 feet for the 44 residential lots. The De Pere minimum acreage and frontage requirements are 0.2 acres and 75 feet.
- Environmentally sensitive areas are reviewed by Brown County.

All conditions of approval are listed at the end of the report. The conditions are technical and can be overseen by staff.

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

STAFF RECOMMENDATION:

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

1. Meeting all other state and local regulations, including the City of De Pere, Town of Lawrence, and Brown County Planning Commission.
2. Complete a successful rezoning with Lawrence for all of the proposed lot uses prior to submitting a final plat for review by De Pere.
3. Add a certificate for the City of De Pere Approval that includes a line for the date of Common Council approval and a signature line with date for the City Clerk's signature.



Planning/Zoning Application

Submitted On:
Aug 27, 2025, 04:52PM EDT

Planning & Zoning Department

Parcel Number: (Include ALL parcels)	L-452-5, and part of L451-4
Nearest property address to the project site:	Street Address: 2211 Beck Way City: DePere State: WI Zip: 54115
Check each project type that is being applied for:	Plat, Preliminary
Number of lots in the Preliminary Plat: (PLEASE USE NUMERALS ONLY.)	44
Number of outlots in the Preliminary Plat: (PLEASE USE NUMERALS ONLY.)	1
Current De Pere Zoning Districts:	Not in De Pere
Extraterritorial Zoning Districts:	being rezoned to R-1 (Lots 5-44 and OL 1) and R-2 residential (Lots 1-4)
Existing Site Land Uses:	Undeveloped/Vacant/Agricultural
Proposed Site Land Uses:	Residential Right-of-way
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: Town of Last Name: Lawrence
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 2400 Shady Court City: De Pere State: WI Zip: 54115
Property Owner's Phone Number:	920-336-9131
Property Owner's Email Address:	patrickw@lawrencewi.gov
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Douglas Last Name: Woelz

Authorized Representative's Business Name:	McMahon Associates
Authorized Representative's Phone Number:	9207514200
Authorized Representative's Email Address:	dwoelz@mcmgrp.com
Please attach a PDF copy of the Preliminary Plat.	2025-08-27_Rock Ridge_Preplat-signed 22x34.pdf 2025-08-27_Rock Ridge_Preplat-signed 11x17.pdf
Please attach a CAD copy of the Preliminary Plat.	Rock Ridge_Preplat - Standard.zip
How do you plan on paying for your application?	Online with a credit card
Total Due:	\$3,360.00
Signature Data	First Name: Douglas Last Name: Woelz Email Address: dwoelz@mcmgrp.com  Signed at: August 27, 2025 4:46pm America/New_York
User's Session Information	IP Address: 67.53.157.66 Referrer URL:



City of De Pere, Wisconsin

I.11

Request for Common Council Action

MEETING DATE:	October 7, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT:	Recommendation from the Board of Park Commissioners to accept a donation from the Pink Flamingos to place a statue and plaque at Legion Park valued at \$3,000.
RECOMMENDED ACTION:	Staff recommends approval

The Board of Park Commissioners, at the September 18, 2025 meeting, approved accepting a donation from the Pink Flamingos to place a statue and plaque at Legion Park valued at \$3,000. The motion passed unanimously with a 4-0 vote.

ATTACHMENTS:

Memo.Pink donation, Pink Flamingo Request

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: September 18, 2025

RE: Consideration and Possible Action to Approve Pink Flamingo Request to Place a Statue and
Plaque at Legion Park

Summary: We have received a request from the Pink Flamingo organization to place a statue within the park recognizing the tournament and the two individuals responsible for starting the Pink Flamingo event. Their request is to locate a statue within the park and a small plaque explaining the statue as well as the two people instrumental in starting the organization and the tournament. The Pink Flamingo organization has donated over \$1.6 million over the last 42 years of their existence.

The statue is similar in nature to the statues erected in the alleyway off Main Street on the west side of town. In an effort to deter vandalism we would recommend placing the statue on top of the scorer's shack. The scorer's shack is an "all concrete" structure that would easily handle the weight and would deter vandalism due to the difficulty of getting to the structure. The statue is valued at around \$3,000.

Staff Recommendation:

Approve Pink Flamingo request to place statue and plaque in Legion Park recognizing the organization and the two people responsible for starting the tournament.

Sent for Jerry Olmsted:

Dear Honorable Park Board,

The purpose of this letter is to request permission to place a Flamingo statue at Flamingo Field in Legion Park. The statue is about 7' tall, approx. \$3000 and the same size as the flamingo statues in the 300 block of Main St in the alleyway by Nicky's Bar. As a matter of fact the statue is very similar to those statues and is being built by the same artist: Mrs. Naomi Jenkins.

After meeting with Park Director Marty Kosobucki on site, it was suggested by him that the flamingo figure should be permanently atop the scorer's shack behind home plate. The resting place would provide both a good view and deter would-be vandals.

There would also be a plaque attached to the building that would give a brief description of the softball tournament, but also to honor the two co-founders of our team: Mr. Todd Danen and Mr. Geno Pichette. These two gentlemen were instrumental in forming the team and giving it the unique name.

We would appreciate your consideration in this proposal and we would work very closely with Marty in this endeavor to set this up and keep all work in the guidelines of the De Pere Park Dept./City of DePere.. Thank you again for your consideration.

Jerry Olmsted and the Pink Flamingos

Best Wishes!

Heather Olmsted



City of De Pere, Wisconsin

I.12

Request for Common Council Action

MEETING DATE:	October 7, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT:	Recommendation from the Board of Park Commissioners to allocate up to \$5,000 from the beer garden revenues to fund recommended improvements to the Legion Park disc golf course.
RECOMMENDED ACTION:	Staff recommends approval

The Board of Park Commissioners, at the September 18, 2025 meeting, approved allocating up to \$5,000 from the beer garden revenues to fund the recommended improvements to the Legion Park disc golf course. The motion was approved unanimously with a 4-0 vote.

ATTACHMENTS:

Council Memo.Beer Garden Revenue Allocation, Memo.Beer Garden Revenue Allocation

CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: October 7, 2025

RE: Beer Garden Revenue Allocation

Summary: The Board of Park Commissioners is recommending to the Council approving the allocation of "up to" \$5,000 from the Beer Garden revenues to go toward improving the Disc Golf Course at Legion Park.

Background:

The Board of Park Commissioners reviewed potential projects to allocate the funding from the Beer Garden net proceeds at their last meeting. The total amount is approximately \$87,600. This total includes \$44,000 from the 2025 Beer Gardens and \$43,600 from carried over funding. The board reviewed several projects and felt strongly the improvements to the Legion Golf Course should be a priority. Next, the Park Board asked staff to investigate the ability to earmark funding for the construction of a Pickle Ball Facility and to investigate the cost of expanding our current facilities versus building a new one. The Park Board will be revisiting the topic once information is gathered and making a recommendation of how to allocate the remaining funds.

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: September 18, 2025

RE: Consideration and Possible Action on Allocation of Beer Garden Revenue *

Summary: The Beer Gardens has Council approval to direct net proceeds be allocated toward improving the infrastructure of our park system. The approximate revenue we have to work with is \$87,600. This includes \$44,000 from 2025 and \$43,600 carried over from previous years.

Staff Recommendation:

Below are a series of projects that we have requested the City Council consider in reviewing and approving the 2026 Budget.

- Portable Ice Rink - \$120,000
- New Park development (Playground and sign) - \$200,000
- Carney Playground replacement - \$125,000
- Bleacher replacement at Kelly Danen Park - \$20,000
- Nelson Pavilion – ADA Ramp and lower concrete patio - \$50,000
- Preserve Trail updates - \$50,000
- Wilson Park Renovation - \$100,000

The projects listed above are currently in the proposed 2026 Budget request from staff. While these would be easy targeted projects, it does not require you to select one of them. You could investigate and propose a different idea/project.



Request for Common Council Action

MEETING DATE: October 7, 2025
DEPARTMENT: City Clerk
FROM:
SUBJECT: Recommendation from the License Committee on a renewal application for a Class "B" Fermented Malt Beverage License for De Pere Deacons Hockey Team, Inc. (DBA De Pere Deacons), 1450 Fort Howard Av. Agent: David E. Lepp, Green Bay WI.
RECOMMENDED ACTION: Approval

The agent background check results have been reviewed and approved by the Police Department.

ATTACHMENTS:

De Pere Deacons_application, De Pere Deacons_agent form, De Pere Deacons_individual questionnaires

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer \$ _____ ☒ Class "B" Beer \$ _____
- ☐ "Class A" Liquor \$ _____ ☐ "Class B" Liquor \$ _____
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	We will invoice you separately.
Background Check Fee	
Publication Fee	
Total Fees	\$ 30.00

Att
20398

Part A: Premises/Business Information

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

DEPERE DEACONS HOCKEY TEAM, INC

2. Business Trade Name or DBA

3. FEIN

460893404

4. Wisconsin Seller's Permit Number

EXEMPT

5. Entity Type (check one)

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

6. State of Organization

WI

7. Date of Organization

12.20.12

8. Wisconsin DFI Registration Number

0049911

9. Premises Address

1450 FT. HOWARD AV

10. City

Delaone

11. State

WI

12. Zip Code

54115

13. County

BROWN

14. Governing Municipality: ☒ City ☐ Town ☐ Village

of:

15. Aldermanic District

16. Premises Phone

920.403.2000

17. Premises Email

18. Website

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

1ST AND SECOND FLOORS OF DEPERE ICG ALONG

20. Mailing Address (if different from premises address)

21. City

22. State

WI

23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated

Location

Trial Date

Penalty Imposed

Was sentence completed? ☐ Yes ☐ No

Law/Ordinance Violated

Location

Trial Date

Penalty Imposed

Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . ☐ Yes ☒ No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . . ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? . . . ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity

4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

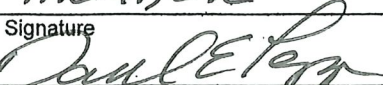
Last Name	First Name	Title	Phone
LEPP	DAVID E	MEMBER	
NUTHALS	GABRIEL F	MEMBER	

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name LEPP		First Name DAVID	M.I. E
Title MEMBER	Email,		Phone
Signature 		Date 8.22.25	

Part E: For Clerk Use Only

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



City of De Pere, Wisconsin

I.14

Request for Common Council Action

MEETING DATE: October 7, 2025
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor License for Lucky Lotus LLC (DBA Lucky Lotus - Asian Fusion), 101 Fort Howard Av. Agent: Alison C. Porter, Appleton WI.
RECOMMENDED ACTION: Approval

The agent background check results have been reviewed and approved by the Police Department.

ATTACHMENTS:

Lucky Lotus_application, Lucky Lotus_agent form, Lucky Lotus_individual questionnaires

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer \$ _____ ☐ Class "B" Beer \$ _____
- ☐ "Class A" Liquor \$ _____ ☐ "Class B" Liquor \$ _____
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	We will invoice you separately.
Background Check Fee	
Publication Fee	
Total Fees	\$ 30.00

R#
2040

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) <u>Lucky Lotus LLC</u>		
2. Business Trade Name or DBA <u>Lucky Lotus - Asian Fusion</u>		
3. FEIN	4. Wisconsin Seller's Permit Number	
5. Entity Type (check one) ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization		
6. State of Organization <u>Wisconsin</u>	7. Date of Organization	8. Wisconsin DFI Registration Number
9. Premises Address <u>101 Fort Howard Ave</u>		
10. City <u>De Pere</u>	11. State <u>WI</u>	12. Zip Code <u>54115</u>
13. County <u>Brown</u>	14. Governing Municipality: ☒ City ☐ Town ☐ Village of: <u>De Pere</u>	15. Aldermanic District
16. Premises Phone <u>920-209-1574</u>	17. Premises Email <u>porter.restaurant@gmail</u>	18. Website
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <u>3 Separate Levels For Seating and serving approximately 75 seats plus Patio/Deck</u> <u>Bar on main level. Liquor Storage in locked Room in basement</u> <u>Plus walk in cooler</u>		
20. Mailing Address (if different from premises address)		
21. City	22. State	23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No If yes, list the details of violation below. Attach additional sheets if necessary.		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . ☐ Yes ☒ No beverages. If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.			
3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . ☐ Yes ☒ No If yes, provide the name of the restricted investor and describe the nature of the interest.			
4. Is the applicant business owned by another business entity? ☐ Yes ☒ No If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.			
4a. Name of Business Entity		4b. Business Entity FEIN	
5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No			
6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No			
7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No			
Part C: Individual Information			
List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary. Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.			
Last Name	First Name	Title	Phone
Maass	Tori	Owner	
Porter	Alison	President	
Part D: Attestation			
One of the following must sign and attest to this application: • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC			
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.			
Last Name	First Name	M.I.	
Maass	Tori	L	
Title	Email	Phone	
Owner			
Signature	Date		
Tori Maass	9/2/2025		
Part E: For Clerk Use Only			
Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
9/2/25			
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	



City of De Pere, Wisconsin

I.15

Request for Common Council Action

MEETING DATE:	October 7, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT:	Resolution #25-106 Ratifying and Accepting a grant from David L. and Rita E. Nelson Family Fund in the amount of \$100,000 for improvements to Wilson Park.
RECOMMENDED ACTION:	Staff recommends approval

The Board of Park Commissioners, at the September 18, 2025 meeting, approved accepting the grant for Wilson Park from the David and Rita Nelson Foundation in the amount of \$100,000. The motion passed unanimously with a 4-0 vote.

ATTACHMENTS:

Reso25-106, Memo.Wilson Park Grant, Wilson Park Grant Application

RESOLUTION #25-106

RATIFYING AND ACCEPTING A GRANT FROM DAVID L. AND RITA E. NELSON
FAMILY FUND FOR IMPROVEMENTS TO WILSON PARK

WHEREAS, the Community Foundation for the Fox Valley Region, on behalf of the David L. and Rita E. Nelson Family Fund, provides charitable giving tools and trusted services to donors, professional advisors, nonprofit organizations and other community partners to award grants from its permanent, donor-advised endowment to charitable organizations that reflect the charitable interests of David and Rita Nelson and their family; and

WHEREAS, the Park and Recreation Department submitted a funding request and has been awarded a \$100,000 grant from the David L. and Rita E. Nelson Family Fund to be used toward the redevelopment and renovation of Wilson Park; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners, which recommends acceptance of this generous grant.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council ratifies the submission of a grant application to the Community Foundation for the Fox Valley Region for the purposes specified above and gratefully accepts the \$100,000 grant awarded.

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 7th day of October, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/18/2025

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: September 18, 2025

RE: Consideration and Possible Action to Approve the Wilson Park Grant from the David and Rita Nelson Foundation *

Summary: We have been informed from the Fox Valley Community Foundation that we have been awarded a grant in the amount of \$100,000 from the David and Rita Nelson Foundation to be used toward the redevelopment of Wilson Park. This would be approximately 50% of the projected cost of renovating the park.

This project has been proposed in the 2026 Budget request.

Staff recommendation: Recommend approval of the grant.

Wilson Park Redevelopment

David L. & Rita E. Nelson Family Fund

City of De Pere

335 S. Broadway
De Pere, WI 54115-2526

O: 920-339-4050

City of De Pere Marty Kosobucki

mkosobucki@deperewi.gov

Application Form

Welcome and Thank You for Applying!

We have worked to streamline and simplify the application process. In this spirit, we have set the character restrictions to the maximum amount available so that you don't have to spend your important time wordsmithing to fit within character limitations. We do NOT expect you to write to the maximum limit.

Please be complete but brief with your responses.

The Grant Portal system will send emails to your inbox!

To ensure that emails sent from the Grant Portal do not go to your Spam, you may want to add administrator@grantinterface.com to your safe sender list.

Organization Information

Organization leader*

Enter the full name of your executive director. If your organization does not have an executive director, please enter the name of your board chair or the person who oversees your organization.

James Boyd

Organization leader email*

Enter the primary email address of the organization leader you entered above.

jboyd@deperewi.gov

Organization leader phone*

Enter the primary phone number of the organization leader you entered above.

920-339-4040

Payment address

Should you be awarded a grant and payments should be mailed elsewhere than what is noted on your user account in the Grant Portal, please indicate the address to send payments to in the field below.

Organization year established*

Enter the year that your organization began or was recognized as a 501c3.

1901

Organization fiscal sponsor*

Does your organization have a fiscal sponsor? Per the Community Foundation's Fiscal Sponsorship policy, organizations that are not public charities may apply if they have an established relationship with a fiscal sponsor that is a qualifying charitable organization under circumstances listed in the policy.

No

Organization mission, vision, and values*

Enter your organization's mission, vision, and values

De Pere mission is to foster an engaged community spirit and encourage forward thinking to seize on opportunities for education, business, recreation and culture.

The Department of Parks, Recreation and Forestry Mission is to enrich the quality of life of residents and visitors of all ages and abilities through preserving, developing, operating, and maintaining parks, open space, facilities, and recreation services.

Organization budget*

Please attach your organization's current-year, board-approved budget.

20250306085324737.pdf

Staff details

Please enter the total amount of staff and volunteers that your organization has.

Staff Details	Number of staff details
Full-time staff	16
Part-time staff	1
Volunteers	75

Organization service area*

Please select the area that your organization serves. You may select more than one as applicable.

Other (please indicate where on the next question)

Other area noted

Share the organization service area below if you selected Other as your response to the previous question.

Brown County

Fiscal Sponsor Information

Should you be awarded a grant and have a fiscal sponsor, the Community Foundation will require a Fiscal Sponsorship Acknowledgement Form to be completed. You may complete that Form now or it will be required to be done prior to receiving grant dollars.

You may access the [Fiscal Sponsorship Acknowledgement Form](#) here.

Fiscal Sponsorship Acknowledgement Form completed

If you have completed the Fiscal Sponsorship Acknowledgement Form to submit with this application, attach here.

Additional Contact Information

Please provide us with the appropriate contact with whom we could work with on marketing and communications regarding your grant, should you receive funding.

Marketing/communications contact name*

Contact's full name.

Marty Kosobucki

Marketing/communications contact email*

Contact's email address they can be reached at.

mkosobucki@deperewi.gov

Marketing/communications contact phone*

Contact's primary phone number that they can be reached at.

920-339-8358

Grant Project

The Community Foundation staff working with the Nelson Family Fund advisory committee will review your application as submitted; please note edits for grammar and clarity may occur before presenting to the committee.

Project name*

Name of Project.

Wilson Park Redevelopment

Project start date*

01/01/2026

Project end date*

Enter your tentative date of completion.

07/31/2026

Project description*

Redevelopment and revitalize Wilson Park in the City of De Pere. The park is currently the City's oldest park and is in need of updates and redevelopment.

Available Recognition

Donor recognition*

Describe any donor recognition opportunities at various levels of giving.

For the main donor of the project we are recommending installing a monument/marker within the park identifying the "redevelopment of the park was supported by XXXXX".

Project Summary

Project number served*

How many people do you expect will benefit? Please enter as whole numbers (no commas).

26000

Project detail summary*

Describe your project in more detail.

We are looking to redevelop Wilson Park, which happens to be the City of De Pere's oldest park. The park is in a very unique area in that it is in close proximity to residents, St. Norbert College and our downtown district on the west side of the City. The park currently has minimal features however does have a set of swings that are over 25 years old and is used minimally from some area residents as general green space. We would ideally like to revitalize the park so that residents and visitors alike would like to use and enjoy the park. Due to the lack of features the park simply does not get much use. Our plan is to develop the park as an inviting but passive use recreation park. We are proposing this route because we did an in depth study with a consultant that involved community input. The park would feature a walking path, resting areas, hammock stands, garden/plant bed, historical monuments and useable green space for general park related activities. The park also would feature unique lighting that would make the park feel safer at night time which has been a big concern. With the current City needs and project list, this project did not receive funding last year.

Within the redevelopment of the park, there is a historical monument and tree memorial that would not be removed from the park due to their local significance.

Budget

Project Budget Instructions

DO NOT include a specific ask amount -- the Foundation committee will determine the appropriate level of giving.

If you already have a budget created for this project, use your existing version to upload via the Upload question below.

If you have not created a budget for this project, use and complete this budget template and then upload via the Upload a file button in the question below.

Project budget*

Attach your project budget, either your previously completed budget or one created off of the template provided, below.

Wilson Park.Budget.docx

Total project budget*

Must equal all expenses noted on your budget.

\$200,000.00

Project financial summary*

Share the following additional information on your budget:

- Current gaps
- To-date funding that has been secured versus what is expected

To date no funding has been allocated. Funding was requested in the 2025 Budget but was not approved. We will be requesting funding again in 2026.

Project funding needed*

Indicate the date funding would be needed to understand the timing of grants.

01/01/2026

Project multi-payments*

Are multi-year payments an option? If yes, we will work with you to determine appropriate timing.

Yes

Supporting Materials

Please include any supporting materials you may have:

- Project Materials e.g., brochures, information guides, etc. (PDF preferred)
- Media e.g., photos, maps, etc. (JPEG, under 2.0 MB preferred)

All files should use the following naming convention:

Organization Name-File Description (e.g., ABC Org-Architect Rendering or ABC Org-Information Guide)

Project materials #1

De Pere Wilson Park Master Plan Concept_reduced_FL_8-4-2023.pdf

Project materials #2

Project Location.pdf

Project materials #3

Project materials #4

Project materials #5

Acceptance of Terms and Conditions

Terms and conditions*

Acceptance of the terms and conditions is required for your application to be considered.

By agreeing to the following, the individual(s) whose name(s) appear on this application, including the Executive Director and/or Board Chair, confirm they are authorized to and do so commit the grantee to abide by the following grant terms and conditions:

- Grant dollars will be used only for the purpose(s) described in this application.
- Grant dollars may not be used to participate or intervene in political campaigns or to support an attempt to influence legislation except to the extent that such activities are permissible under IRS rules for 501(c)(3) charitable organizations.
- Expenses charged against this grant may not be incurred prior to the receipt of the grant award or after the grant's approved end date. A request for approval of funding toward previously incurred expenses to the grant award or extension of the grant end date must be submitted in writing and is subject to approval.
- Funding for each year of a multiple-year commitment is contingent on committee approval of any written progress reports or face-to-face interviews.
- Future grants are contingent on committee approval of written progress and/or final reports or face-to-face meetings.
- Additional term, conditions or contingencies may be requested in a signed agreement before releasing grant funding.
- The approved program and the terms and conditions of this agreement are subject to modification only with prior written approval.
- Unused grant dollars **MAY NOT** be reallocated without expressed permission from the Community Foundation for the Fox Valley Region.
- **The grantee shall return any unused funds** at the end of the grant period, or if the Community Foundation for the Fox Valley Region determines the grantee has not performed as set forth herein, or if the grantee loses its status as a public charity.

I agree

Nondiscrimination*

By agreeing to the following, the applicant organization confirms it is in compliance with the Community Foundation's Non-discrimination Policy, as follows:

The Foundation seeks to promote respect for all people. The Foundation will not knowingly support organizations whose programs or services are not open to all without discrimination on the basis of race, color, ethnicity, national origin, religion, gender, gender expression, age, sexual orientation, physical or mental ability, pregnancy, veteran status, military obligation, marital status, and any other personal characteristics protected by law. We recognize that organizations may identify special needs in the community and target programs or services to a specific population based on those needs, however the programs must be open to all people in those targeted populations to be eligible for grant consideration.

I agree

You can follow the progress of your application on your Active Requests tab on your Dashboard. Should your organization be awarded a grant, additional information will appear such as progress and final reports to complete and due dates.

File Attachment Summary

Applicant File Uploads

- 20250306085324737.pdf
- Wilson Park.Budget.docx
- De Pere Wilson Park Master Plan Concept_reduced_FL_8-4-2023.pdf
- Project Location.pdf

City of De Pere
2025 General Fund
Adopted Budget

CULTURE, EDUCATION & RECREATION
EXPENDITURES

Account Title	2023 Year End Actual	2024 Adopted Budget	2024 Current Budget	2024 6 mos Actual	2024 Year End Estimate	2025 Adopted Budget	2025 / 2024 Budget % Of Change
Total Culture, Education & Recreation							
PERSONAL SERVICES							
110 Salaries	\$ 439,835	\$ 457,700	\$ 457,700	\$ 224,947	\$ 447,015	\$ 465,761	1.76%
120 Hourly Wages	614,475	647,216	647,216	294,137	681,138	779,150	20.38%
122 Hourly Wages PT	0	19,000	19,000	7,420	19,000	20,000	5.26%
125 Overtime Wages	5,249	7,021	7,021	2,222	4,763	7,621	8.55%
126 Seasonal Wages	324,824	386,471	386,471	122,036	358,838	410,909	6.32%
150 FICA	84,654	90,943	90,943	40,229	92,147	102,067	12.23%
151 Retirement	75,070	76,724	76,724	30,072	79,482	87,051	13.46%
152 Health, Dental & Life Ins	300,554	347,319	347,319	163,200	336,924	376,432	8.38%
190 Training	3,667	5,200	5,200	2,091	3,675	5,700	9.62%
Subtotal	1,848,328	2,037,594	2,037,594	886,352	2,022,982	2,254,691	10.65%
CONTRACTUAL SERVICES							
210 Telephone	5,115	9,800	9,800	3,521	9,800	9,800	0.00%
211 Postage	235	695	695	25	260	425	-38.85%
212 Seminars and Conference	1,568	7,900	7,900	965	6,343	8,200	3.80%
213 Rentals	7,646	6,220	6,220	1,156	9,725	0	-100.00%
215 Consulting	37,094	64,720	64,720	29,231	51,621	81,429	25.82%
217 Cleaning Service Contract	33,387	34,595	34,595	15,434	34,000	35,580	2.85%
218 Cell/Radio	2,646	3,476	3,476	1,226	3,476	4,094	17.78%
219 Data	1,565	1,631	1,631	787	1,710	2,268	39.06%
220 Utilities	106,374	108,575	108,575	33,195	102,000	120,150	10.66%
240 Equipment Maintenance	10,350	25,350	25,350	9,459	25,250	41,050	61.93%
290 Other Contractual Services	48,235	45,603	45,603	30,281	40,231	25,838	-43.34%
Subtotal	254,217	308,565	308,565	125,280	284,416	328,834	6.57%
SUPPLIES AND EXPENSE							
310 Office Supplies	3,885	3,825	3,825	(42)	3,450	3,850	0.65%
320 Memberships/Subscriptions	3,182	5,270	5,270	1,550	4,845	8,122	54.12%
330 Mileage Reimbursement	186	300	300	272	300	300	0.00%
331 Transportation	35,763	38,500	38,500	12,386	38,000	42,937	11.52%

City of De Pere
2025 General Fund
Adopted Budget

CULTURE, EDUCATION & RECREATION
EXPENDITURES

Account Title	2023 Year End Actual	2024 Adopted Budget	2024 Current Budget	2024 6 mos Actual	2024 Year End Estimate	2025 Adopted Budget	2025 / 2024 Budget % Of Change
Total Culture, Education & Recreation							
340 Operating Supplies	127,713	151,592	151,592	62,889	155,500	184,545	21.74%
345 Turf Chemicals	9,809	12,000	12,000	6,621	12,000	13,000	8.33%
346 Memorial Benches	0	0	0	3,790	3,790	4,800	100.00%
346 Trees	4,853	10,000	10,000	9,749	16,277	10,000	0.00%
347 Tree Chemicals	293	300	300	0	300	300	0.00%
348 Playground Supply and Expense	3,196	3,250	3,250	75	3,250	3,250	0.00%
351 Safety Equipment	2,880	3,900	3,900	1,433	3,900	4,900	25.64%
361 League Support	10,411	9,447	9,447	(670)	8,777	9,447	0.00%
362 Adult League Supplies	2,403	3,750	3,750	1,179	3,900	3,925	4.67%
363 Youth Program Supplies	0	0	0	0	0	0	0.00%
364 Adult Program Supplies	0	0	0	0	0	0	0.00%
373 Summer Band	1,192	1,250	1,250	50	1,250	1,250	0.00%
385 Pool Chemicals	0	0	0	0	0	0	0.00%
386 Concessions Purchases	0	0	0	0	0	0	0.00%
391 Historic Preservation Supplies	0	0	0	0	0	0	0.00%
Subtotal	205,765	243,384	243,384	99,281	255,539	290,626	19.41%
CONTRIBUTIONS							
701 Historical Society	14,000	10,000	10,000	10,000	10,000	10,000	0.00%
Subtotal	14,000	10,000	10,000	10,000	10,000	10,000	0.00%
CAPITAL OUTLAY							
810 Capital Equipment	160,739	48,500	67,460	8,751	107,460	15,000	-69.07%
Subtotal	160,739	48,500	67,460	8,751	107,460	15,000	-69.07%
TOTAL	\$ 2,483,051	\$ 2,648,044	\$ 2,667,004	\$ 1,129,664	\$ 2,680,397	\$ 2,899,151	9.48%

City of De Pere
2025 Special Fund
Adopted Budget

AQUATICS FACILITIES

Account Title			2023 Year End Actual	2024 Adopted Budget	2024 Current Budget	2024 6 mos Actual	2024 Year End Estimate	2025 Adopted Budget	2025 / 2024 Budget % Of Change
Expenditures									
Account Number	PERSONAL SERVICES								
213 55420 110	Salaries		\$ 25,010	\$ 26,258	\$ 26,258	\$ 12,612	\$ 26,258	\$ 27,319	4.04%
213 55420 120	Hourly Wages		49,246	55,963	55,963	18,779	55,963	69,092	23.46%
213 55420 125	Overtime Wages		1,011	1,700	1,700	2,024	5,000	4,000	135.29%
213 55420 126	Seasonal Labor		258,375	257,461	257,461	76,480	257,461	280,285	8.87%
213 55420 150	FICA		9,427	10,153	10,153	3,599	10,406	11,746	15.68%
213 55420 151	Retirement		5,317	5,791	5,791	1,635	6,018	6,979	20.52%
213 55420 152	Health, Dental, DIB, Life & Wks Cmp Ins		39,880	50,369	50,369	11,213	30,000	37,675	-25.20%
213 55420 190	Training		901	4,000	4,000	1,210	3,900	4,000	0.00%
	Subtotal		389,167	411,695	411,695	127,551	395,006	441,096	7.14%
	CONTRACTUAL SERVICES								
213 55420 210	Telephone		1,295	2,050	2,050	718	2,050	2,050	0.00%
213 55420 212	Seminars and Conferences		1,954	2,166	2,166	789	800	2,200	1.57%
213 55420 213	Rentals		0	0	0	0	0	14,000	100.00%
213 55420 219	Data		0	750	750	0	750	750	0.00%
213 55420 220	Utilities		58,915	79,500	79,500	9,979	73,000	79,500	0.00%
213 55420 240	Equipment Maintenance		36,725	44,000	44,000	19,241	44,000	44,000	0.00%
	Subtotal		98,889	128,466	128,466	30,727	120,600	142,500	10.92%
	SUPPLIES AND EXPENSE								
213 55420 320	Memberships/Subscriptions		45	45	45	0	55	55	22.22%
213 55420 340	Operating Supplies		21,965	17,745	17,745	9,074	14,000	14,250	-19.70%
213 55420 385	Pool Chemicals		34,429	40,000	40,000	13,595	38,000	64,000	60.00%
213 55420 386	Concession Purchases		26,804	28,000	28,000	10,160	28,000	28,000	0.00%
	Subtotal		83,243	85,790	85,790	32,830	80,055	106,305	23.91%
	CAPITAL OUTLAY								
213 55420 810	Capital Equipment		13,560	13,600	13,600	10,719	10,719	28,000	105.88%
	Subtotal		13,560	13,600	13,600	10,719	10,719	28,000	105.88%
	TOTAL								
			\$ 584,858	\$ 639,551	\$ 639,551	\$ 201,827	\$ 606,380	\$ 717,901	12.25%

City of De Pere
2025 General Fund
Adopted Budget

REVENUES

Account Title			2023 Year End Actual	2024 Adopted Budget	2024 Current Budget	2024 6 mos Actual	2024 Year End Estimate	2025 Adopted Budget	2025 / 2024 Budget % of Change
100	46360	Parking Permits	0	0	0	0	0	0	0.00%
100	46406	Weed & Nuisance Control	(3,403)	0	0	0	0	0	0.00%
100	46421	Recycling Containers	5,597	4,450	4,450	7,877	7,877	4,450	0.00%
100	46501	Public Health Revenue	10,077	1,400	1,400	329	400	420	-70.00%
100	46510	Weights & Measures Fees	21,997	21,661	21,661	17,727	21,005	21,005	-3.03%
100	46521	Animal Control	186	0	0	0	0	0	0.00%
100	46700	Recreation Programs	445,825	443,778	443,778	287,167	421,000	449,508	1.29%
100	46721	Recreation	18,665	16,686	16,686	0	17,500	17,425	4.43%
100	46722	Concessions	49,380	53,534	53,534	14,691	49,000	0	-100.00%
100	46723	Swimming	23,889	254,410	254,410	15,678	260,000	0	-100.00%
100	46723 010	Season Pass	108,770	0	0	87,769	0	0	0.00%
100	46723 020	General Admission	92,833	0	0	21,762	0	0	0.00%
100	46723 030	Swim Lessons	40,055	0	0	41,406	0	0	0.00%
100	46723 040	Syble Hopp Aquatics	21,340	0	0	12,156	0	0	0.00%
100	46724	Forestry	18,454	12,870	12,870	7,842	18,000	13,125	1.98%
100	46724 346	Memorial Benches	0	0	0	7,870	3,790	4,800	100.00%
100	46725	Community Center	64,994	64,040	64,040	38,307	65,000	69,990	9.29%
100	46727	Programs-Financial Assistance	1,078	6,180	6,180	(319)	6,800	6,500	5.18%
100	46747	Athletic Facility Fees	24,370	19,055	19,055	13,711	19,055	23,100	21.23%
100	46747 010	Daily Boat Fees	73,095	60,000	60,000	39,639	60,000	60,000	0.00%
100	46747 020	Season Boat Fees	24,494	29,000	29,000	1,215	29,000	29,000	0.00%
100	46747 030	Beer Gardens	11,397	20,000	20,000	18,752	23,000	35,000	75.00%
100	46747 040	Holiday Lights	0	2,500	2,500	0	2,500	2,500	0.00%
100	46800	Payment In Lieu of Parkland	0	0	0	0	0	0	0.00%
100	47306	Ambulance Fees From Townships	256,969	260,000	260,000	203,139	270,839	279,000	7.31%
100	47401	Engineering Fees	700,000	700,000	700,000	0	700,000	700,000	0.00%
100	48901	Copies Maps Blueprints	3,201	500	500	565	600	600	20.00%
100	48908	Building Permits & Voter Report (Clerk)	0	0	0	0	0	0	0.00%
100	48909	Sundry	35	0	0	0	0	0	0.00%
100	48910	Retiree Insurance Admin Fee	448	450	450	221	450	450	0.00%
		Subtotal	3,365,192	3,120,446	3,120,446	1,322,808	3,290,275	3,045,414	-2.40%

INTERGOVERNMENTAL CHARGES FOR SERVICE

100	47311	Crossing Guard Hours	16,456	18,939	18,939	0	18,939	18,939	0.00%
100	47320	Payment for Liaison Officer	327,831	295,390	295,390	0	295,390	304,390	3.05%
100	47321	Brown County DTF Officer	127,818	0	0	0	125,000	120,000	100.00%
100	47402	Data Processing Charges	32,675	17,076	17,076	0	17,076	17,588	3.00%
100	47406	TID Admin Allocation	117,548	121,074	121,074	0	121,074	124,706	3.00%
100	47415	Equipment Rental	32,467	33,442	33,442	0	33,442	34,445	3.00%
100	47432	Space Rentals	56,461	59,562	59,562	20,308	57,555	59,858	0.50%
100	47433	Ice Arena Rent	229,061	20,000	20,000	18,984	0	0	-100.00%
		Subtotal	940,317	565,483	565,483	39,292	668,476	679,926	20.24%

Wilson Park – Proposed Budget

The proposed budget is based off of a consultants projected cost opinion, combined with yearly inflation and adding in construction design and oversight.

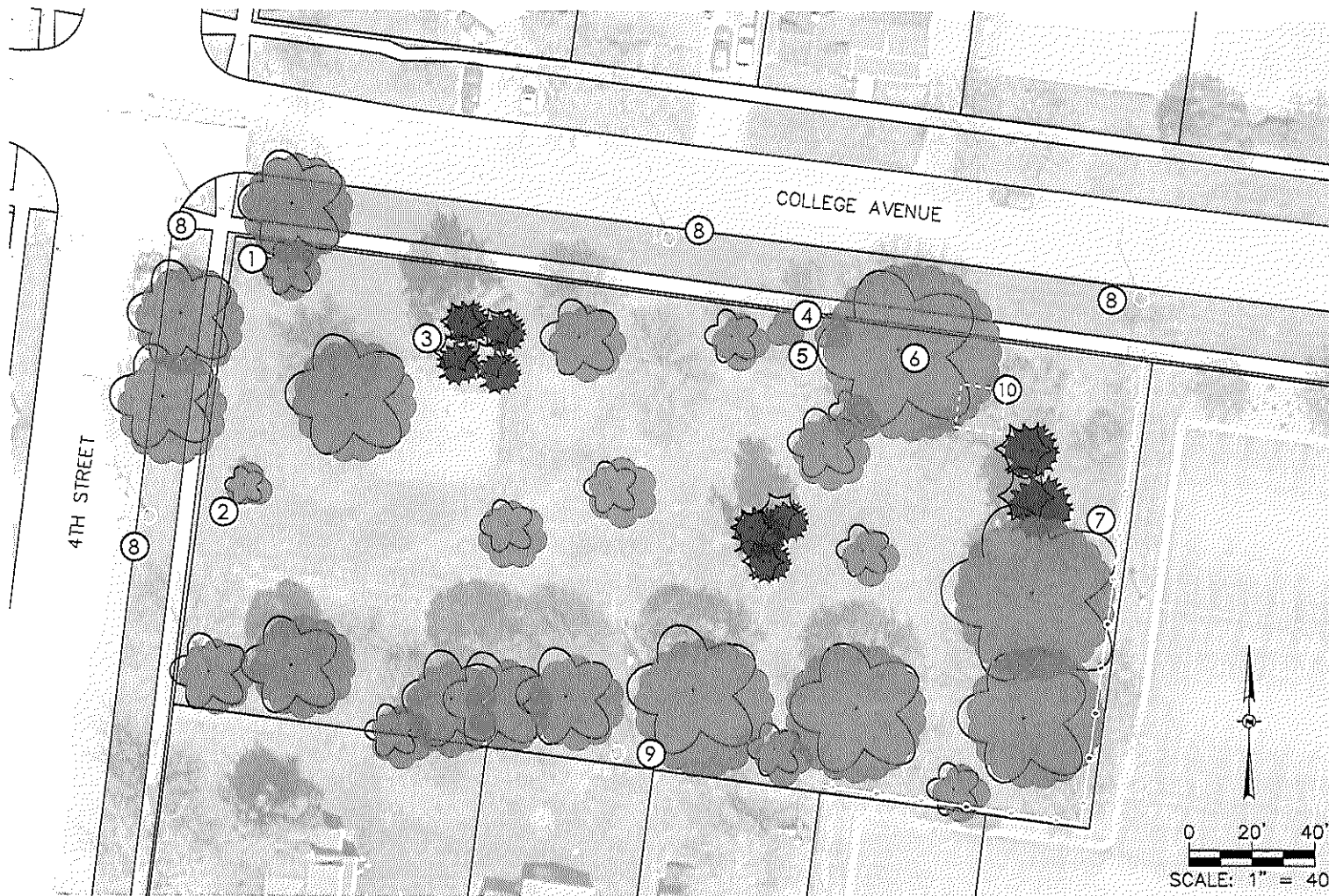
Task	Amount	Total
Construction Design	\$20,000	
Construction Oversight	\$5,000	
Park Construction	\$175,000	
		\$200,000

Construction Design – Features the hiring of consultant to draft the technical designs and specifications and for bidding out the project.

Construction Oversight – Features the hiring of the same consultant to manage and monitor construction progress of the project. Ensures the project is developed and built to specifications.

Park Construction – This is the cost of hiring a general contractor to perform the work specified by our consultant.

Wilson Park Existing Conditions



Note: Aerial not current, approximation of trees from field visit

Keynotes

- | | | |
|--|-------------------------------|-------------------------------|
| ① Park sign | ⑤ 2 Buckthorns, to be removed | ⑨ Security lighting |
| ② Memorial tree | ⑥ Mulberry, to be removed | ⑩ Concrete pad, to be removed |
| ③ Swings, one trash receptacle, one picnic table | ⑦ Chain link fence | |
| ④ Lincoln monument | ⑧ Roadway lighting | |

Wilson Park Passive Concept

Design Elements:

-Passive, natural garden path through park with water source

- Stabilized, crushed gravel path, anchored by new planting beds

-General site leveling, to remove ground irregularities and make open areas suitable for game play

- Furniture and pedestrian internal - 5 benches, 2 trash receptacles, 7 pedestrian lights, 1 bike rack, 2 picnic style tables on crushed gravel

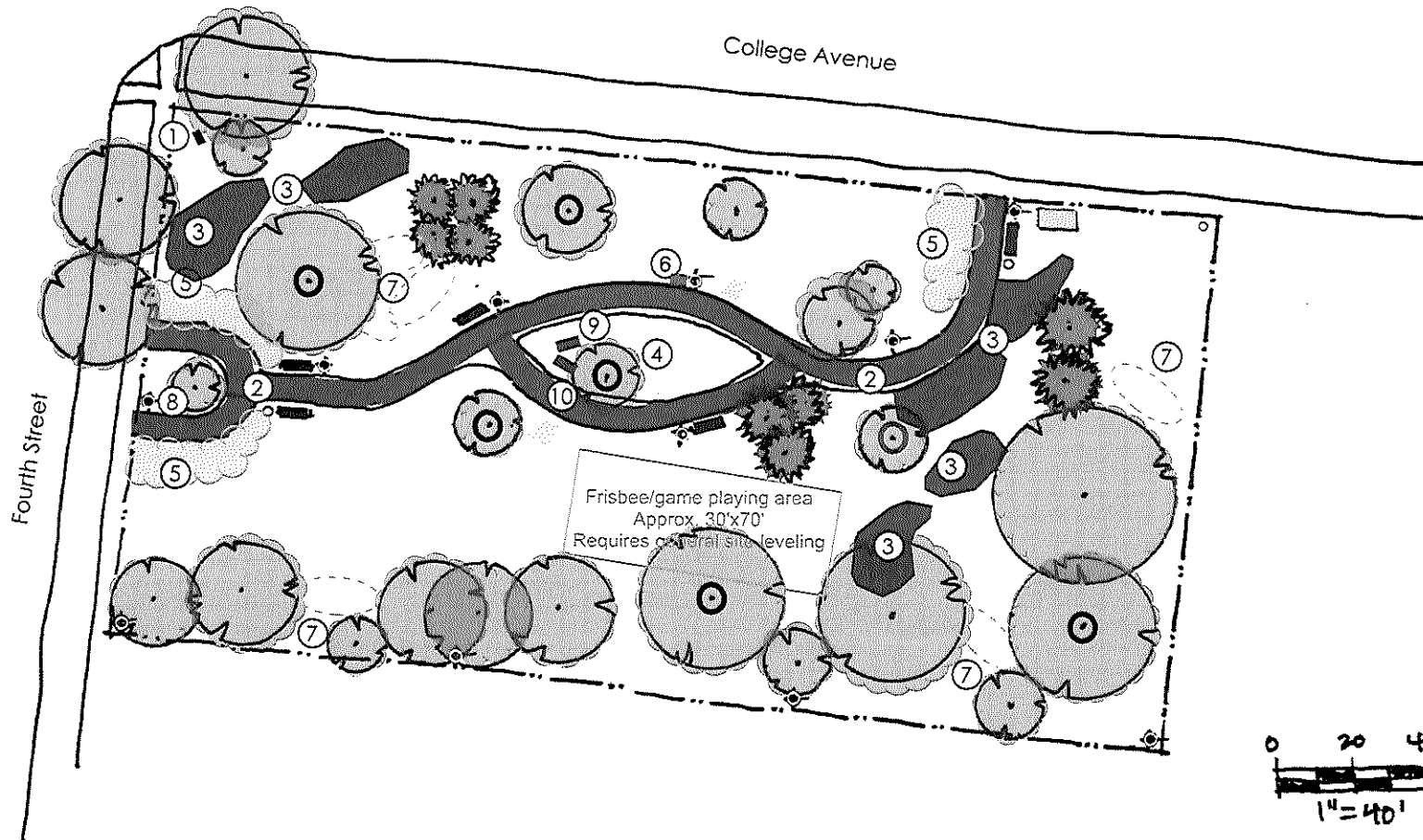
- Security lighting internal and along south boundary - 5 additional pedestrian lights, internal tree mounted lighting

- Hammock stand grove, taking advantage of shady and sunny spot, and individual/solitary stands dispersed throughout site

- Resting knolls at active corner, internal to site and along meandering path, possible to build in benches along path

-Relocate Lincoln monument to within flower garden, also add additional marker to commemorate site's historical significance

-Remove existing fence that separates park from St. Norbert College



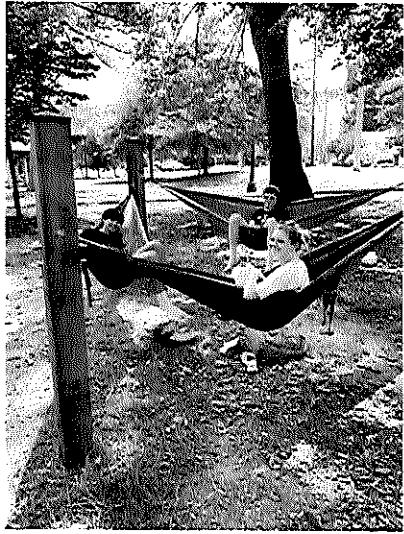
Keynote

- | | |
|-----------------------------------|---------------------|
| ① New park sign | ⑥ Water source |
| ② Stabilized crushed granite path | ⑦ Hammock stands |
| ③ Resting knoll | ⑧ Memorial tree |
| ④ Garden | ⑨ Lincoln monument |
| ⑤ Landscape bed | ⑩ Historical marker |

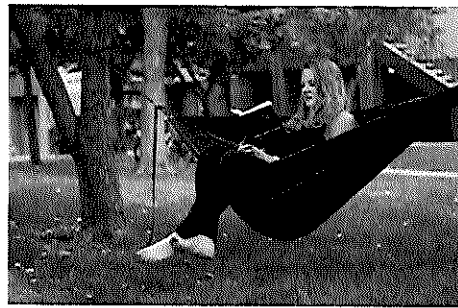
Legend

- | | |
|--------------------|-------------------------|
| ○ Lighting | ○ Hammock stand |
| ● Tree lighting | ● New plants and shrubs |
| ○ Trash receptacle | ○ Picnic style table |
| ■ Bench | |
| ■ Bike rack | |

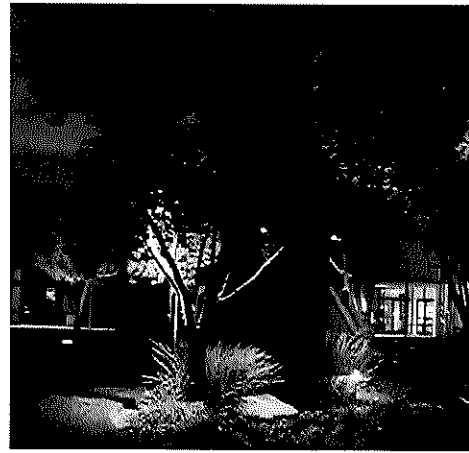
Wilson Park Passive Concept Photo Precedents



Hammock stands



Singular hammocks



Tree downlights



Crushed granite path with shrubs option



Resting knoll



Tree downlights - "Moonlighting"



Crushed granite path with native planting option



Knolls for relaxing



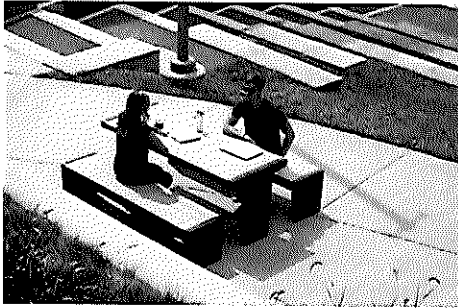
Tree downlight



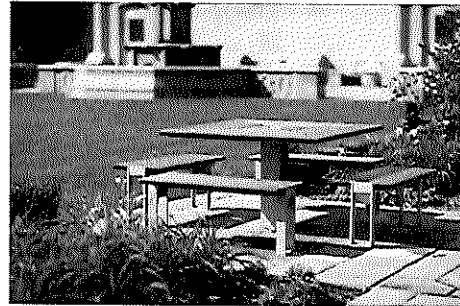
Flower garden



Wilson Park Passive Concept Photo Precedents



Picnic style table



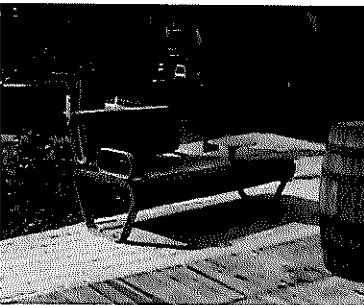
Square picnic style table - fixed benches



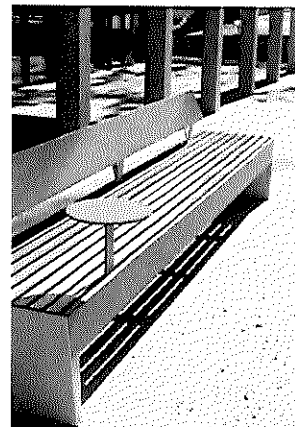
Charging station bench



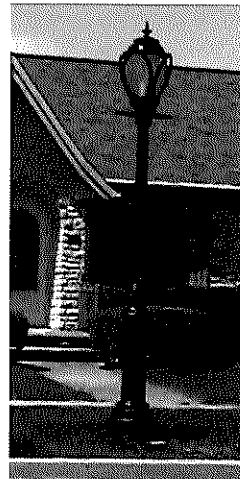
Integrated charging bench



Bench with table option



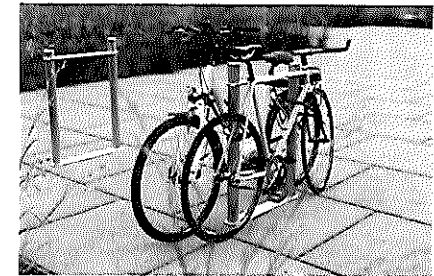
Bench with table and integrated charging option



Existing pedestrian light option



Existing street light option



Bike rack option



Trash receptacle option

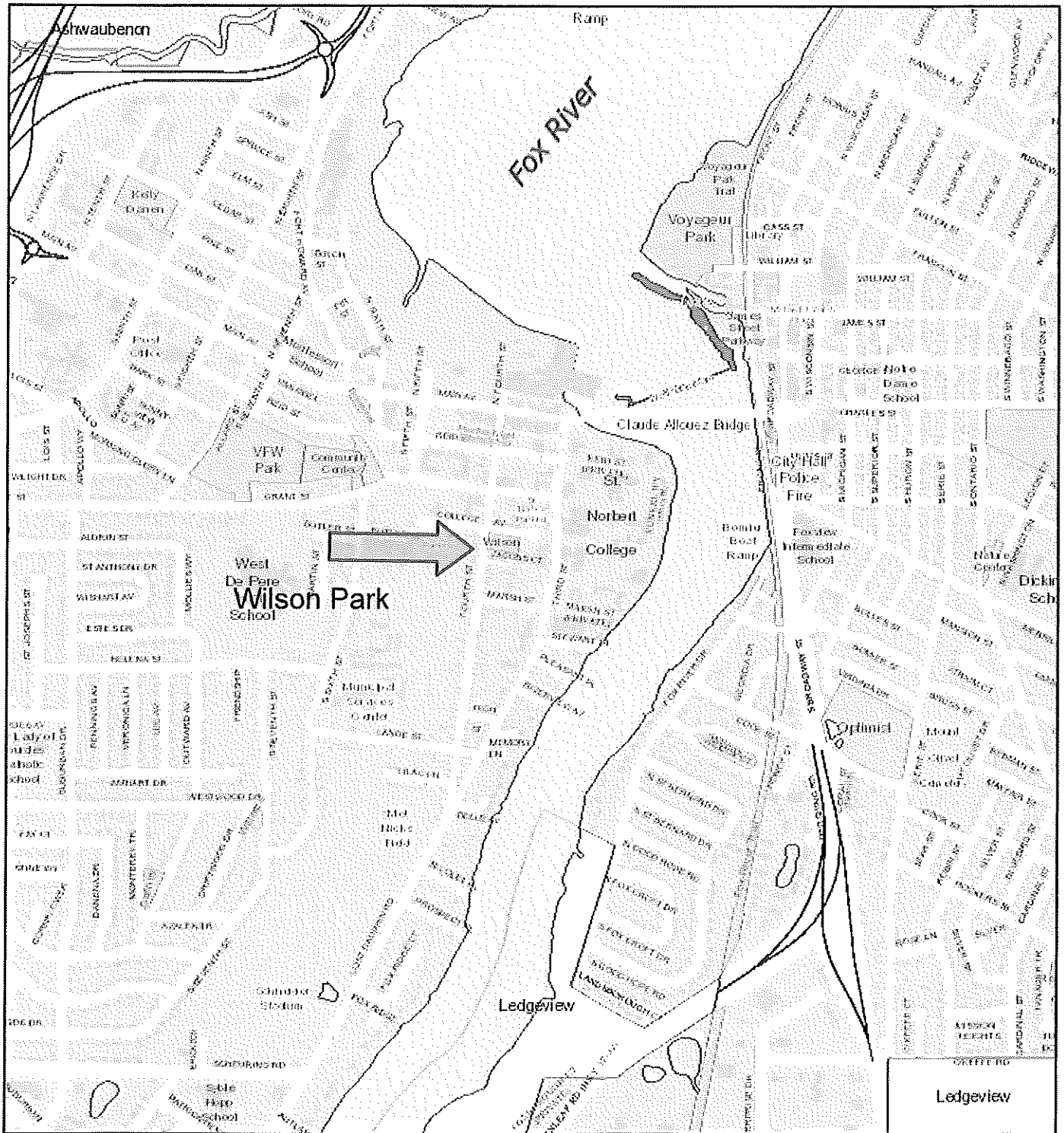


Illuminated bench - lighting option



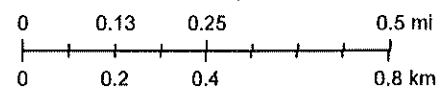
Bench with back option

User Created DIME Map



3/6/2025, 8:59:55 AM

1:15,840





Request for Common Council Action

MEETING DATE: October 7, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Resolution #25-107 Approving Fox River State Trail Winter Maintenance Cost Share Memorandum of Understanding among the City of De Pere, the Village of Allouez, the City of Green Bay and Brown County.
RECOMMENDED ACTION: Motion to Approve

This item is the annual Fox River Trail Memorandum of Understanding (MOU) between Brown County and the various municipalities impacted by winter maintenance for their proportionate share of the trail. This MOU was previously approved by Resolution #17-93, which provided for the administrative approval of subsequent renewals with the same terms and conditions, provided appropriate funding was budgeted. While there are no substantive changes to this current MOU, and it is properly budgeted for the 2025-26 winter season, this item is being brought forward at this time as a result of the change to the current city manager form of government to authorize the City Manager to execute these MOUs going forward for consistency among the City's various contracts, agreements and MOUs.

ATTACHMENTS:
Reso25-107, 2025-26_FOX_RIVER_TRAIL_PLOWING-_MOU

RESOLUTION #25-107

APPROVING FOX RIVER STATE TRAIL WINTER MAINTENANCE COST SHARE MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF DE PERE, THE VILLAGE OF ALLOUEZ, THE CITY OF GREEN BAY AND BROWN COUNTY

WHEREAS, the Wisconsin Department of Natural Resources, as the agency named by the State of Wisconsin to administer the State Trail System, has delegated certain trail management rights to Brown County to develop, maintain, repair and operate said Fox River State Trail ("Trail") within the limits of Brown County; and

WHEREAS, in collaboration with the municipalities in which the Trail is located, Brown County wishes to promote year-round use of the Trail by providing winter maintenance on the Trail and entering into an agreement setting forth each municipalities' responsibilities as to cost-sharing for said winter maintenance, as shown in the attached Fox River State Trail Winter Maintenance Cost Share Memorandum of Understanding (MOU) for the 2025-26 winter season; and

WHEREAS, previously approved Resolution #17-93 authorized the Mayor to execute the MOU, together with subsequent renewals upon similar terms and conditions, provided that the necessary funds were properly budgeted; however, due to the change in the City's form for government approved by Ordinance #24-18, that authority is now delegated to the City Manager.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to execute the Fox River State Trail Winter Maintenance Cost Share Memorandum of Understanding Among the City of De Pere, the Village of Allouez, The City of Green Bay and Brown County, together with such renewals thereof, upon similar terms and conditions provided that the necessary funds have been properly budgeted therefor.

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 7th day of
October, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**FOX RIVER STATE TRAIL
WINTER MAINTENANCE COST SHARE MEMORANDUM OF UNDERSTANDING
VILLAGE OF ALLOUEZ, COUNTY OF BROWN, CITY OF DE PERE, AND CITY OF GREEN BAY**

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 20____, by and between the Village of Allouez ("**Allouez**"), the County of Brown ("**County**"), the City of De Pere ("**De Pere**") and the City of Green Bay ("**Green Bay**") for purposes of funding winter maintenance on the Fox River State Trail ("**Trail**"). Hereinafter, these four municipalities may be referred to singularly as "Party" and collectively as "Parties."

Recitals

WHEREAS, the Trail is a recreational trail that is owned by the State of Wisconsin and that was made part of the State Trail System by the Wisconsin Department of Natural Resources ("DNR"); and,

WHEREAS, the DNR, as the agency named by the State to administer the State Trail System, has delegated certain Trail management rights to the County, e.g., the right to develop, maintain, repair and operate said Trail on lands within Brown County; and,

WHEREAS, the Parties agree that it is vital to partner together to enrich local quality of life, attract and retain talent, offer quality outdoor recreational opportunities and to promote healthy lifestyles year-round; and,

WHEREAS, the Trail is known as a popular recreational trail which travels through all of the Parties' municipal boundaries; and,

WHEREAS, the collaborative effort outlined in this MOU will encourage year-round biking, running and walking within the urban section of the Trail; and,

WHEREAS, the Parties recognize that providing winter maintenance on the Trail provides benefit to citizens and allows connected access via the Trail to the four municipalities in this MOU; and,

WHEREAS, the three municipalities desire to enter into this MOU with the County, and each agrees to reimburse the County 50% of the total cost of winter maintenance on the Trail based on the length of Trail within each municipality as described below, and including a '**not to exceed**' dollar amount and only after the County expends the first 50% of the estimated contracted amount; and,

NOW THEREFORE, the Parties to this MOU agree as follows:

1. **Recitals.** The above recitals are true, correct and incorporated herein.

2. **Purpose.** The purpose of this MOU is to collaborate with the municipalities to cost share winter trail maintenance and provide connectivity and additional winter recreational opportunities in County.

3. **Location.** The winter maintenance, referenced in this agreement, is to be performed on the Trail from a starting point at Porlier and Adams Streets, to an ending point at Heritage Road.

Municipality Trail lengths referred to in this MOU are as follows:

- a. **Allouez - 2.94 miles (Marine Street to Fox Point Boat Landing); and**
- b. **De Pere - 2.61 miles (Fox Point Boat Landing to Heritage Road); and**
- c. **Green Bay - .39 miles (Porlier/Adams Street to Marine Street).**

4. **Term.** This MOU shall become effective in each respective municipality on the date first written above and after each respective municipality executes this Agreement and shall continue in effect until the termination of this MOU on June 1, 2026.

5. **Payment.** The County will pay the initial contractor invoices up to \$10,960. Shall winter conditions determine additional winter maintenance is necessary above and beyond \$10,960, the municipalities agree to reimburse Brown County for the Trail winter maintenance costs for plowing and sanding based on the length of trail within each the municipality. The County will invoice each Party for the actual costs of performing the winter trail maintenance in excess of the \$10,960, as described above, by June 1, 2026. Said Trail winter maintenance costs are based on 25 snowplow events of one inch or greater snow accumulation, and 31 sand applications, per year.

Municipality charges shall not exceed the amounts below, but may be less due to winter weather conditions:

- a. **Brown County shall fund \$10,960;**
- b. **Allouez shall fund a maximum of \$5,425;**
- c. **De Pere shall fund a maximum of \$4,822; and**
- d. **Green Bay shall fund a maximum of \$712.**

6. **Annual Report.** No later than June 1, 2026, the County shall provide a report to the other three Municipalities documenting 2025-26 plowing and sanding events, if funding exceeds \$10,960.70.

7. Brown County Responsibilities.

- a. The County agrees to publish a Request for Quotes for contractors interested in performing Trail winter maintenance services. The low responsible bidder will be awarded the contract with Brown County. The County shall have the discretion to extend the contract with selected low responsible bidder as allowed by County Policy on a year-to-year basis.

b. The County agrees to enter into the contract with the selected contractor, to administer the contract with the selected contractor and to provide payment as defined in the contract by and between the County and the selected contractor.

c. The County agrees to abide by the Trail Management Easement entered into with the State of Wisconsin Department of Natural Resources, which limits, but does not prohibit salt applications.

d. The County shall not invoice the Parties more than the amounts agreed upon in this MOU and will not invoice the Parties until invoices total more than \$10,960.

e. The County will retain Trail administration and management rights, as described in the Trail Management Easement, with the DNR. At no time shall this Agreement be deemed as conveying, transferring or forfeiting the County's Trail authority to another Party.

8. Governing Law. This Agreement shall be deemed to have been made in Brown County, Wisconsin and shall be governed by, construed under and enforced in accordance with the law of the State of Wisconsin, except as otherwise provided herein. All actions or proceedings relating directly or indirectly, to this Agreement whether sounding in contract or tort, shall be litigated in the Courts of Brown County, Wisconsin. All Parties to this Agreement hereby subject themselves to the jurisdiction of the Courts of Brown County, Wisconsin.

9. Assignment. The rights and obligations of the Parties under this Agreement are personal as between them, and they may not be assigned, transferred or conveyed in any manner by any Party without the prior written consent of all of the other Parties.

10. Waiver. Waiver of a breach or a violation of any provision or term of this Agreement may not be construed to be a waiver of any subsequent breach.

11. Headings. The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.

12. Notice. Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or delivered by a recognized overnight carrier service with proof of delivery and addressed to all the appropriate party as follows:

THE VILLAGE OF ALLOUEZ:

Chris Clark, Parks Director
1900 Libal St, Green Bay WI
920-448-2805
Chris.clark@villageofallouezwi.gov

THE COUNTY OF BROWN:

Matt Kriese, Parks Director
PO Box 23600, Green Bay, WI
920-448-4464
matt.kriese@browncountywi.gov

THE CITY OF DE PERE:

Marty Kosobucki, Director PRF
925 S. Sixth St. De Pere, WI
920-339-8358
mkosobucki@deperewi.gov

THE CITY OF GREEN BAY:

Dan Ditscheit, PRF Dir.
100 N. Jefferson St, Green Bay, WI
920-448-3381
dan.ditscheit@greenbaywi.gov

All other correspondence may be sent by regular mail, fax or email and addressed as noted above. At any time any Party may change their contact information by sending notice as stated above to the other Parties.

13. Severability. The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.

14. Drafting. 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, presumption or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

15. Authorization. The persons signing this MOU warrant that they have been authorized to enter into this Agreement by and on behalf of their respective Parties and that they have full and complete authority to bind their respective Parties by executing this Agreement.

16 Integration. This MOU contains the entire agreement and understanding concerning the subject matter between the Parties and supersedes and replaces any and all prior negotiations, proposed agreements, and agreements written or oral. Each acknowledges that no other party, nor any agent of any party, has made promise, representation, or warranty whatsoever, expressed or implied, not contained herein, concerning the subject

matter hereof, to induce the other party to execute this Agreement; and each party knows that it has not executed this Agreement in reliance on any such promise, representation, or warranty not contained herein.

17. **Entire Agreement.** This Agreement is the entire agreement between the undersigned Parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each Party, which amendment expressly states that it is the intention of the Parties to amend this MOU.

IN WITNESS WHEREOF, the Parties, by their respective authorized agents have caused this Memorandum of Understanding to be executed and entered into, effective as of the date written above and hereto have affixed their respective signatures, as indicated below.

THE VILLAGE OF ALLOUEZ:

By: James F. Rafter President 9/16/25
Name James F. Rafter Title Date

THE COUNTY OF BROWN:

By: _____
Name Title Date

THE CITY OF DE PERE:

By: _____
Name Title Date

THE CITY OF GREEN BAY:

By: Daniel Ditscheit Parks Director 9/19/25
Name Daniel Ditscheit Title Date



Request for Common Council Action

MEETING DATE:	October 7, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Resolution #25-108 Authorizing transfer of \$3,000 from Unassigned Reserves to fund additional City Entrance Signs.
RECOMMENDED ACTION:	Motion to Approve

The Common Council, after referring this item back to staff on August 19, reviewed the August 11 recommendation of the Board of Public Works and approved a design concept for additional "welcome signs" to be affixed to City's population signs. The signs will be made in-house by Public Works' staff. Part of this approval included utilizing funding from unassigned reserves for materials. This item is being brought back to this meeting to formally approve the budget amendment effectuating the fund transfer.

ATTACHMENTS:

Reso25-108, BOPW-Population Entrance signs, 2025 0310 CI_BOPW_Entrance Sign, 2025 0310 BOPW_Minutes

RESOLUTION #25-108

AUTHORIZING TRANSFER OF \$3,000 FROM UNASSIGNED
RESERVES TO FUND ADDITIONAL CITY ENTRANCE SIGNS

WHEREAS, the Common Council, at its meeting on September 16, 2025, approved a design concept for additional “welcome signs” to be affixed to City’s population signs throughout its corporate limits; and

WHEREAS, rather than delay this expense for future budgeting, staff recommended moving forward with purchasing the supplies for staff to fabricate the new signs and complete the project in 2025 utilizing Unassigned Reserves.

WHEREAS, a budget amendment is necessary to formalize the Common Council’s previous approval of this matter and to allocate funds expended in the amount of \$3,000 from Unassigned Reserves.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves the transfer of funds from City’s Unassigned Reserves account in the amount of \$3,000 and authorizes the allocation to Account 100-53400-340 (Traffic Signs and Markings-Operating Supplies).

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 7th day of October, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 08/11/2025

Previous Council Review: 08/19/2025

CITY OF DE PERE MEMO



To: Board of Public Works

From: Tony Fietzer

Date: August 5, 2025

RE: Consider and possible action on Entrance Signs*

At the March 10, 2025, Board of Public Works meeting, there was a discussion relating to the proposed installation of one or more new “welcome signs” in the city. *See attached memo and minutes.* City staff and the branding team worked through some designs that can be affixed to the existing 15 population signs. The population signs must be green with white lettering per the Manual on Uniform Traffic Control Devices (MUTCD). The cost of the fabrication of the signs, hardware and wood posts is estimated at approximately \$200 per sign. Most of the population signs would need to have 4x6 wood posts replaced to provide space on top for the new sign. The estimated total cost would be \$3000. See sign designs below.



Recommendation:

City staff recommends the Board decide whether to move forward with the sign requests and if so, decide which sign to proceed with. The signs cost would be included in the 2026 budget.

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: March 10, 2025

RE: **Consideration and possible action on Entrance Signs***

Aldersperson Hansen requested additional De Pere welcome structures be installed at entrances into De Pere. A sample of the structure is shown below.



Based on follow-up e-mails with Aldersperson Hansen, specific locations for consideration include Chicago Street, Lawrence Drive, and Lost Dauphin Road.

Background

In 2020, the City received quotes for the replacement of entrance signs with the structure shown above. Five signs were replaced at Main Avenue, Ashland Avenue, Broadway Street, Webster Avenue, and STH 32/57.

The City has welcome and/or population signs at additional locations at entrances including French Road, Scheuring Road, Grant Street, Lawrence Drive, Lost Dauphin Road, Fort Howard Avenue, Libal Street, East River Drive, Chicago Street, and S. Broadway Street.



A map has been included for the structure and sign locations in De Pere.

In addition to the signs above, there is a major City sign on northbound STH 41, prior to the Scheuring Road exit.

Discussion

Attached is the street classification for De Pere. Each of the five major arterials have welcome structures. The minor arterials and collectors have the welcome and/or population sign, with the exclusion of Heritage Road which has no sign.

The past approach was to install welcome structures at principal arterials, where less frequent visitors/tourists are likely to enter De Pere. These locations cover visitors from the I41 corridor, STH 172 and STH 32. While the Scheuring Road entrance is not covered by a welcome structure, northbound I41 visitors/tourists are covered by the I41 city sign.

The minor arterials and collectors are generally used by local visitors who enter De Pere on a regular basis. With the exclusion of Heritage Road, these are covered by welcome signs and/or population signs.

This is not an engineering related item, but a “City feel” perspective. Where does the Board want to emphasize the entrance into De Pere for visitors/tourists? Should it be at all locations where visitors enter the City, or locations where less frequent visitors/tourists enter the City? At what cost is the Board interested in a different approach? Staff estimates that each sign will cost around \$10,000 in 2026.

Available right of way may impact future locations. These signs require more area than a basic post. Also, many of the proposed locations are in residential areas versus the current signs. This will require the residents to mow around the signs. We get complaints from residents when we add facilities, such as hydrants, in front of their properties that they can see and then must mow around. Finally, any signs located in the county highway right of way will require Brown County approval.

Recommendation

City staff has no recommendation on the welcome structure installation locations. If additional locations are recommended, the cost for the signs will need to be included in the 2026 budget.

Attachments:

E-mail Ald Hansen City Sign (PDF)

Overall Sign Map (PDF)

Functionally Classified Road (PDF)

Eric Rakers

From: Jonathon Hansen
Sent: Monday, February 24, 2025 8:56 PM
To: Eric Rakers
Cc: Scott Thoresen
Subject: Re: City Signs

Hi Eric,

Thank you very much for putting this map together! It is very helpful.

I was referring specifically to installing one or more **new "welcome structures"**. Any additional welcome structures would be an "upgrade" at entrances that already have a population and/or "welcome sign".

I was thinking that perhaps the following locations might warrant a welcome structure: **Chicago St — for westbound traffic** (near Swan Rd); **Lawrence Dr — for northbound traffic** (near Southwest Park); **Lost Dauphin Rd — for northbound traffic**. Other possible outliers could include Libal St for southbound traffic or CTH PP for northbound traffic, although I'm not sure if they warrant a welcome structure as much as the three previously mentioned locations because there are already welcome structures for southbound traffic on Webster Ave (thus somewhat negating the need for one at Libal St) and for northbound traffic on STH 32/57 (thus somewhat negating the need for one at CTH PP).

Thank you!

Jonathon

Ald. Jonathon M. Hansen
De Pere Alderman - District 2
Chair - Historic Preservation Commission
920-425-4265
jhansen@deperewi.gov



From: Eric Rakers
Sent: Monday, February 24, 2025 3:16 PM
To: Jonathon Hansen
Cc: Scott Thoresen
Subject: City Signs

Hi Jonathon,

Just following up on your future agenda item regarding City signs. I have attached a map showing where we currently have signs when entering the City. Are you looking for more of the standalone "Welcome" signs?

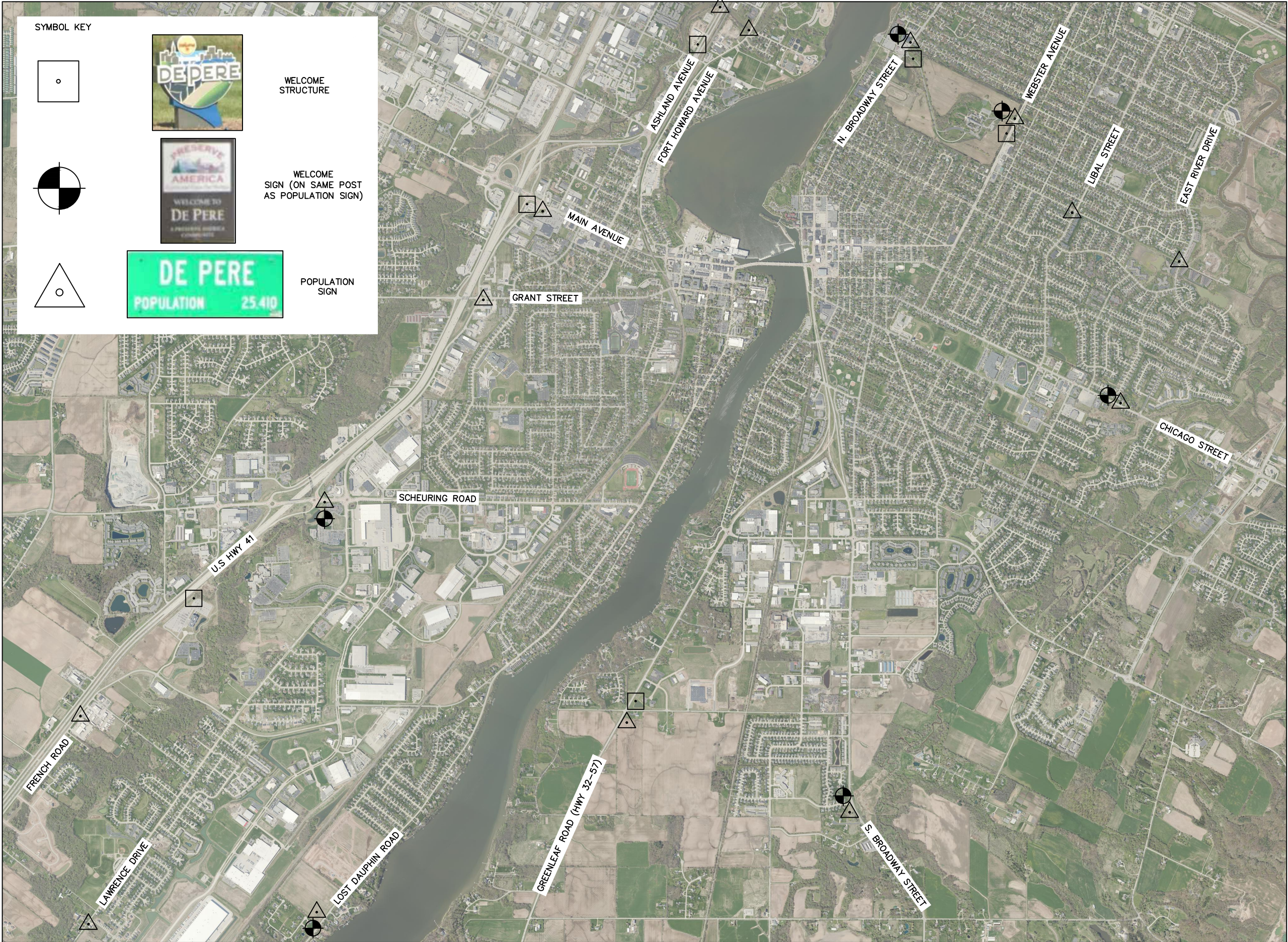
Any insight you can provide is appreciated.

Eric

Eric Rakers, P.E.

City Engineer | [City of De Pere](#)
925 S. Sixth Street | De Pere, WI 54115





CITY OF DE PERE

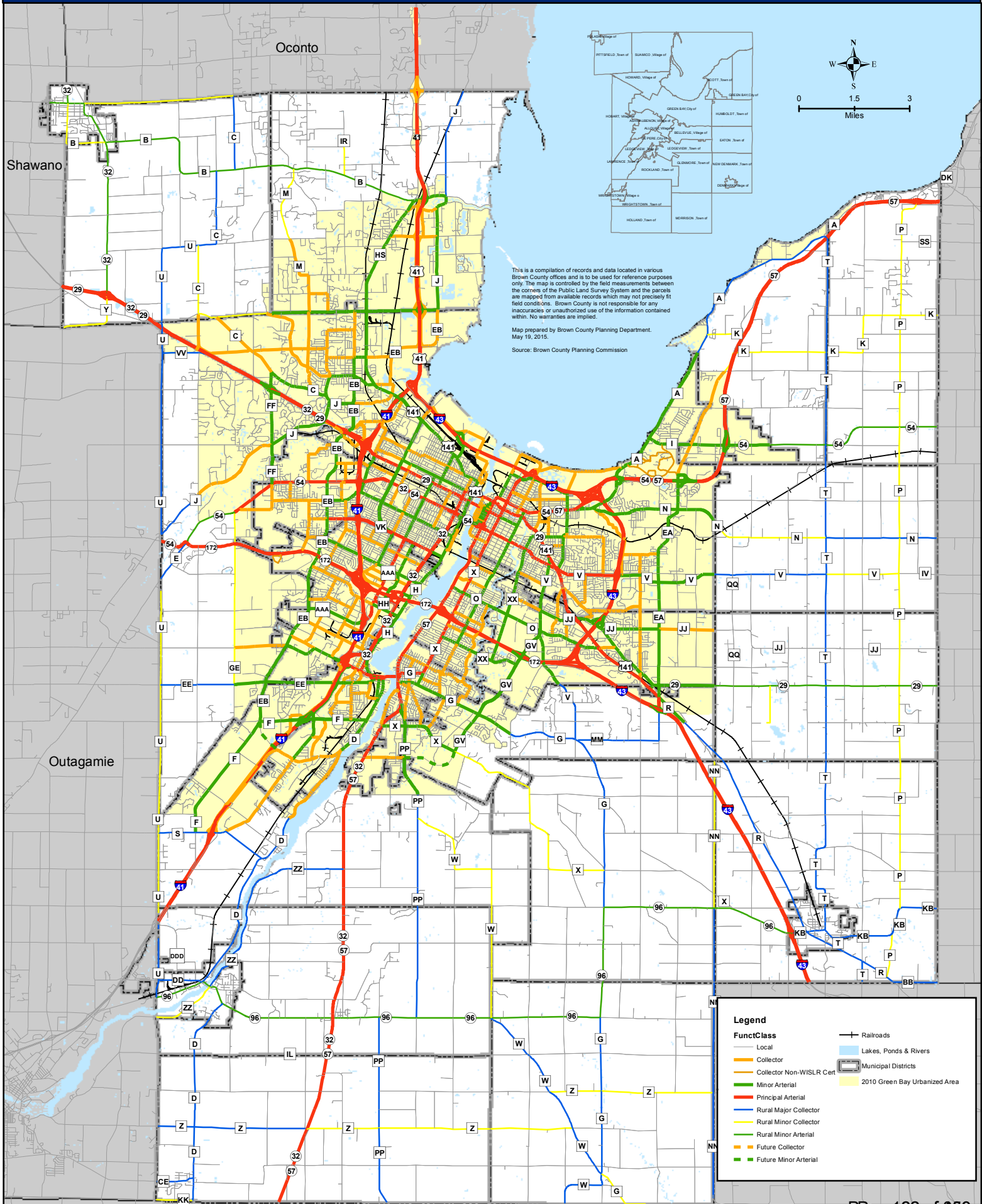
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE: 920-339-4061 EMAIL: DPPUBWRKS@DEPEREWI.GOV

**CITY WIDE WELCOME & POPULATION SIGNS
OVERALL MAP**

NAME:	CITY WIDE WELCOME & POPULATION SIGNS			REVISIONS / ISSUES			
PROJECT	2025	SURVEYED	BY	DATE	NO.	DATE	REMARKS
		DRAWN	MJT	02-2025			
		DESIGNED					
		CHECKED	EPR	02-2025			

PAGE NO.
PG1

Green Bay Urbanized Area Functional Classification System





Board of Public Works

Regular Meeting

Minutes

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

Monday, March 10, 2025

7:30 PM

Council Chambers/Virtual

I. Call to Order

1. Roll Call

Present: James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

Absent:

Excused:

Others present:

Scott Thoresen, Public Works Director

Eric Rakers, City Engineer

Tony Fietzer, Street Superintendent (Remote)

Betty Marovich, Administrative Assistant/Recording Secretary

II. Public Comment on Matters not on the Agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Public Works. §6-3(f) DPMC

None

III. Items

1. Approval of the February 10, 2025 Board of Public Works Meeting Minutes

Aldersperson Carpenter moved to approve the February 10, 2025 Board of Public Works Meeting Minutes, seconded by Aldersperson Hansen. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Dan Carpenter
SECONDER:	Jonathon Hansen
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

2. Consideration and possible action on changing the rubbish site hours

Tony Fietzer, Street Superintendent, explained the request to amend the operating hours of the MSC Rubbish Drop-off Site citing safety as a primary concern, along with matching hours of other local drop-off sites to prevent non-resident traffic.

Aldersperson Carpenter moved to approve the changes to the rubbish site hours, seconded by Aldersperson Ledvina.

Aldersperson Carpenter asked how word would be spread about this change. Mr. Fietzer stated that staff is hoping to get it published in the Park and Recreation Summer Brochure along with social media and the

City website.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Dan Carpenter
SECONDER:	Shana Ledvina
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkahn

3. Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items

Eric Rakers, City Engineer, explained the no-action parking and traffic discussion items including a request to install No Parking signs at the driveway of 600/604 George Street and a rapid rectangular flashing beacon on Charles Street at Webster Avenue.

Mayor Boyd stated that he travels through the intersection of Charles and Webster often and has not witnessed issues with crossing using the pedestrian refuge island. Alderperson Hansen verified that RRFB would not be paired in the same location as a bump-out. Mr. Rakers explained what the policy lays out for which improvements are added when.

Discussion only. No action necessary.

4. Consideration and possible action on Entrance Signs*

Alderperson Hansen explained his request to install additional entrance welcome structures throughout the City, specifically on Lawrence Drive, Lost Dauphin Road, and Chicago Street. Alderperson Hansen shared that there are three different signs/structures located at City entrances and stated they were included in a map provided by staff. Alderperson Hansen stated that the Preserve America signs should be considered for removal or replacement because that program is no longer active. Eric Rakers, City Engineer, added that the welcome structures are currently located on principle arterial streets coming into the City. Mr. Rakers added that the location with the entrance structures are the ones that would be used most frequently by individuals visiting the area, whereas the locations with the Preserve America and population signs are more likely to be used by individuals who live locally that come to De Pere on a regular basis. Mr. Rakers stated that if the Board wished to add the welcome structures, any location that was county highway would require Brown County approval. Mr. Rakers further added that the welcome structures take up more terrace space and the locations requested by Alderperson Hansen are in residential areas and the homeowner would be tasked with maintaining the lawn around them.

Mayor Boyd asked the price for the welcome structures. Mr. Rakers stated that staff estimated about \$10,000 each. Mayor Boyd stated that if the Board recommended installing additional welcome structures, it would be a recommendation to the City Manager for future budget approval. Alderperson Carpenter suggested removing the Preserve America sign and having staff design a welcome sign to install with the population signs in those areas. Mayor Boyd asked about pricing if the signs were designed and created through the City sign department. Scott Thoresen, Public Works Director, stated staff could work on some designs to bring back to the Board for consideration and added that making them in-house would be minimal cost. Mayor Boyd commented on the difficulty of finding suitable locations to place welcome structures at the locations requested by Alderperson Hansen. Mayor Boyd asked if the Board should make a motion to remove the Preserve America signs at this time before moving forward with additional action on new signs. Mr. Thoresen suggested a two part motion; first, to remove the Preserve America signs, and second, to bring back a design incorporating the logo with an approximate cost for consideration at a future meeting. Mayor Boyd asked if the population signs needed to be green. Mr. Rakers stated he believed the green followed the Manual on Uniform Traffic Control

Devices (MUTCD) but that it was a style of design and staff would need to research options.

Mayor Boyd moved to refer back to staff to remove Preserve America signs and design welcome signs with the City logo to be installed in their place alongside the population signs, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

RESULT:	Passed-Refer Back to Staff
MOVER:	James Boyd
SECONDER:	Jonathon Hansen
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

5. Consideration and possible action on rejection and re-award on Request for Proposals for 2025 Pond Trapping Services*

Eric Rakers, City Engineer, stated that after awarding the contract in February, the contractor, EV Large Pest Control, LLC, refused to sign the agreement with the City citing concerns over the additional umbrella liability insurance coverage required by the City. Mr. Rakers stated that EV Large Pest Control is reputable and does considerable amounts of work in Appleton, but staff did not feel comfortable eliminating the umbrella coverage. Mr. Rakers stated that in lieu of EV Large Pest Control, LLC refusing to sign the agreement with the City, staff recommends rejecting their proposal in the amount of \$6,200.00 and then awarding the contract to Suamico Trap, LLC in the amount of \$10,788.00. Mr. Rakers added that Suamico Trap was the City's contractor in 2024, and is aware of the insurance requirements.

Alderperson Hansen moved to reject the proposal from EV Large Pest Control, LLC and re-award the proposal to Suamico Trap, LLC for 2025 Pond Trapping, seconded by Alderperson Eserkaln. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Jonathon Hansen
SECONDER:	Mike Eserkaln
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

6. Consideration and possible action on award of Contract 25-01 Sewer and Water Relay and Street Resurfacing*

Eric Rakers, City Engineer, explained the project, project limits, and funding. Mr. Rakers recommended awarding Project 25-01 Sewer and Water Relay and Street Resurfacing to Jossart Brothers, Inc. in the amount of \$1,798,868.90. Mr. Rakers explained the impacts of GV-14 from Brown County on Garroman Drive.

Alderperson Carpenter asked the progress of obtaining right-of-way for Garroman Drive. Mr. Rakers stated that the Legal Department would know better on where that stands but shared that the project contract stated that work might be able to start there mid-summer, but could be built earlier with a gravel base if the right-of-way was obtained sooner. Scott Thoresen, Public Works Director, shared that this is the first phase of Southbridge Corridor work that has been in planning stages since 1967. Alderperson Carpenter suggested installing signs or message boards on Lawrence Drive stating that it is not a truck route and having it enforced, as he sees trucks using it regularly. Mayor Boyd asked if there was a way to get the information distributed to trucking companies. Mr. Rakers stated that he could see if Dan Lindstrom in Development Services could pass along to his business contacts in the industrial parks for them to share with their trucking companies. Mayor Boyd stated he has contact for Georgia Pacific and would write something up to discuss with them. Mr. Rakers stated that the message boards would be

installed by Garroman to deter semi traffic as the road is not wide enough for a semi and car to pass. Mayor Boyd offered to talk with social media and video staff to create a video post about upcoming traffic concerns/issues as discussed.

Alderson Carpenter moved to award Contract 25-01 Sewer and Water Relay and Street Resurfacing to Jossart Brothers, Inc. in the amount of \$1,798,868.90, seconded by Alderson Hansen.

Alderson Hansen asked if staff plans to utilize pulverizing on any streets during 2025 construction, as it has held up well on the streets it was used on recently. Mr. Rakers explained that all four streets in this project will be pulverized and agreed that it is holding up very well.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Dan Carpenter
SECONDER:	Jonathon Hansen
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

7. Consideration and possible action on award of Contract 25-03 Sewer Lining*

Eric Rakers, City Engineer, explained the project, project limits, and funding. Mr. Rakers recommended awarding Project 25-03 Sewer Lining to Visu-Sewer, LLC in the amount of \$530,264.00.

Mayor Boyd moved to approve Contract 25-03 Sewer Lining to Visu-Sewer, LLC in the amount of \$530,264.00, seconded by Alderson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Shana Ledvina
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

8. Consideration and possible action on award of Contract 25-15 Sewer Televising*

Eric Rakers, City Engineer, explained the project, project limits, and funding. Mr. Rakers recommended awarding Project 25-15 Sewer Televising to Speedy Clean, Inc. in the amount of \$57,280.00. Mr. Rakers added that he does not have an answer as to why National Power Rodding's bid is so high this year and added that it is the highest he has seen from them.

Alderson Carpenter moved to approve Contract 25-15 Sewer Televising to Speedy Clean, Inc. in the amount of \$57,280.00, seconded by Mayor Boyd.

Alderson Eserkaln asked why Speedy Clean had a few line items with \$0 cost. Mr. Rakers explained that sometimes contractors will choose not to bid extra for heavy cleaning because they have to perform a standard cleaning through all lines before televising and the heavy cleaning requires advanced approval for the extra cost.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Dan Carpenter

SECONDER:	James Boyd
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

9. Consideration and possible action on policy for installation of new utility service lines to vacant lots*

Eric Rakers, City Engineer, explained the intent of this item was to create a policy for the installation of sanitary lateral and water service lines to vacant lots in existing areas of the City; specifically, vacant lots without sanitary laterals and/or water services in areas where sewer and water work is occurring as part of City construction projects. Mr. Rakers stated that in accordance with the presented policy, extension of sanitary laterals and water services would be assessed to property owners. Mr. Rakers shared three examples of properties that will be impacted as part of 2025 construction with this policy. Mr. Rakers stated that the policy for storm lateral installation would remain the same. Mr. Rakers recommended approving the policy for the installation of new utility service lines to vacant lots, which allows owners of vacant parcels that lack sanitary sewer laterals or water service lines be given the option to have sanitary sewer lines or water service lines installed at the time of the utility relay.

Mayor Boyd stated that perhaps when they receive the letter, residents may get the notion to sell and it would open up more property for housing development. Alderperson Carpenter shared that lots used to be sold at 25-foot frontage, which was not buildable, and added that likely explained the additional parcels in the older neighborhoods. Alderperson Carpenter verified that storm laterals would be installed for all parcels. Mr. Rakers stated that nothing would change for storm laterals and notices sent to the property owners would clearly lay out how many assessments a property would receive unless parcels were combined.

Mayor Boyd moved to approve the policy for installation of new utility service lines to vacant lots, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Dan Carpenter
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

10. Consideration and possible action on Draft 2024 Annual Report for the Wisconsin Department of Natural Resources MS4 General Permit*

Eric Rakers, City Engineer, summarized the key aspects of the MS4 stormwater report and City achievements in 2024. Mr. Rakers highlighted work completed in 2024 for stormwater management and resources provided by NEWSC (Northeast Wisconsin Stormwater Consortium).

Mayor Boyd moved to approve the Draft MS4 General Permit Annual Report for submittal to the WDNR, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Dan Carpenter
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

IV. Future Agenda Items

None

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:18 PM, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Marovich



City of De Pere, Wisconsin

I.18

Request for Common Council Action

MEETING DATE:	October 7, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schleinz, City Planner/Zoning Administrator
SUBJECT:	Resolution #25-109 Authorizing AT&T Utility Easement (300 BLK Main AV; Parcel Nos. WD-917-1 and WD-917-2).
RECOMMENDED ACTION:	Motion to approve.

On September 22, 2025, Plan Commission unanimously recommended approval by a vote of 5-0.

ATTACHMENTS:

Reso25-109, Application and supporting documents - 10 Sep 2025, PC Report

RESOLUTION #25-109

AUTHORIZING AT&T UTILITY EASEMENT
(300 Block Main Avenue; Parcel Nos. WD-917-1 and WD-917-2)

WHEREAS, AT&T submitted an application for a 10-foot-wide easement at the 300 Block of Main Avenue in the alley between Main Avenue and Reid Street in order to install updated utilities in this area, pursuant to the terms and conditions of the AT&T – Wisconsin Non-Exclusive Easement attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the City Manager and City Clerk to execute the attached AT&T – Wisconsin Non-Exclusive Easement to allow for construction, modification, maintenance, repair and replacement of communication, video and/or information services for which such facilities may be used.

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 7th day of October, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board Approval: 09/22/2025



Planning/Zoning Application

Planning & Zoning Department

Submitted On:

Aug 18, 2025, 05:19PM EDT

Revision submitted on
Sep 10, 2025 , 01:28 PM CDT

Parcel Number: (Include ALL parcels)	WD-917-1 & WD-917-2
Nearest property address to the project site:	Street Address: 0 Main Ave City: De Pere State: WI Zip: 54115
Check each project type that is being applied for:	Easement
Is this project creating a new easement or releasing an existing easement?	New Easement
Current De Pere Zoning Districts:	None, in the right-of-way
Existing Site Land Uses:	Commercial
Proposed Site Land Uses:	Commercial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: City of De Pere Last Name: City of De Pere
Is the property owner's address the same as the nearest property address?	Yes
Property Owner's Phone Number:	920-339-4043
Property Owner's Email Address:	pschleinz@deperewi.gov
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Andrew Last Name: Shie
Authorized Representative's Business Name:	Fox Valley Land Surveying
Authorized Representative's Phone Number:	920-410-3379
Authorized Representative's Email Address:	foxvalleylandsurveying@gmail.com
Please attach an EXHIBIT MAP with the easement boundary.	EaseDoc_081825.pdf

Please attach a WORD DOCUMENT with the boundary legal description and a description about why the easement change is needed.	EasementReason.odt
How do you plan on paying for your application?	Mail a check
Total Due:	\$375.00
Signature Data	First Name: Andrew Last Name: Shie Email Address: foxvalleylandsurveying@gmail.com  Signed at: August 18, 2025 5:15pm America/New_York
User's Session Information	IP Address: 135.135.92.114 Referrer URL:

AT&T is requesting the Easement to upgrade their Utilities in this area.

AT&T - WISCONSIN NON-EXCLUSIVE EASEMENT

DOCUMENT NUMBER

UT# A027HVVH

For a valuable consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned **CITY OF DE PERE** (Grantor) hereby grants and conveys to **WISCONSIN BELL INC., D/B/A. AT&T - WISCONSIN, A WISCONSIN CORPORATION**, and its affiliates and licensees, successors and assigns (collectively grantees an easement in, under, over, upon and across the Easement Area (described below), for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used including, but not limited to, equipment cabinets or enclosures and support posts or pads, cables, wires, pedestals or other above-ground cable or wire enclosures, marker posts and signs, and other related or useful equipment, fixtures, appurtenances and facilities, together with the right to have commercial electrical service extended across the Property (described below) and Easement Area to provide service to such facilities and the right of ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement granted herein.

RETURN ADDRESS:

Matthew D Grimm
AT&T - Wisconsin
435 S. 95th St.
Milwaukee, WI 53214

PARCEL NUMBER: WD-917-1, WD-917-2

The property is legally described as: PART OF LOTS 9-14 OF "ORIGINAL PLAT OF WEST DE PERE", IN SECTION 21, TOWNSHIP 23 NORTH, RANGE 20 EAST, CIT OF DE PERE, BROWN COUNTY, WISCONSIN.

The Non-Exclusive Easement Area is legally described as: SEE EXHIBIT A FOR LEGAL DESCRIPTION

The property is more commonly known as: 0 MAIN AVE., DE PERE, WI.

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

The Grantor shall not construct improvements in the Easement Area or change the finish grade of the Easement Area without the consent of the Grantee.

Notwithstanding, The Grantee shall retain approval authority over any and all facilities, improvements, equipment and or appurtenances, and the like, that Grantee seeks to placed above ground and in any event, shall not impede the use of the sidewalk as a public right of way.

In the event any of the Grantees facilities required relocation in connection with or related to a Grantor project, the relocation costs of said facilities, including, but not limited to, any and all equipment cabinets or enclosures and support posts or pads, cables, wires, pedestals or other above-ground cable or wire enclosures, marker posts and signs, and other related or useful equipment, fixtures, appurtenances and facilities, shall be borne by the Grantee.

Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Grantee or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Grantee shall reimburse the Grantor, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination or expiration of this Easement.

In the event that Grantee employs other persons, firms, corporations or entities (sub-contractor) as part of the work and or activities covered by this Easement, it shall be Grantee's responsibility to require and confirm that each sub-contractor enters into a certain indemnity agreement in favor of the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to the indemnity set forth herein.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

SIGNED THIS _____ DAY OF _____, 20____.

GRANTOR: CITY OF DE PERE

(Signature)

(Signature)

(Printed)

(Printed)

(Title)

(Title)

ACKNOWLEDGMENT

State of Wisconsin)
)
County of _____)

I, _____, being a notary public in and for the state and county aforesaid, do hereby certify that

_____ personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 20_____.

Notary Public

My Commission expires: _____

This document was drafted by Gerald A. Friederichs, Wis. Bar Member No. 1014144, AT&T - Wisconsin Legal Department, 14th, Floor, 722 North Broadway, Milwaukee, WI 53202

Insertions by: Fox Valley Land Surveying

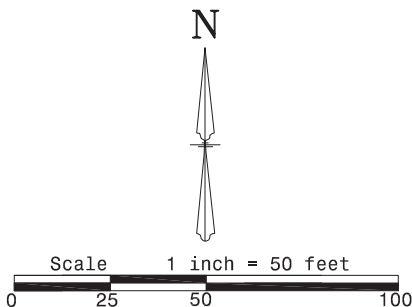
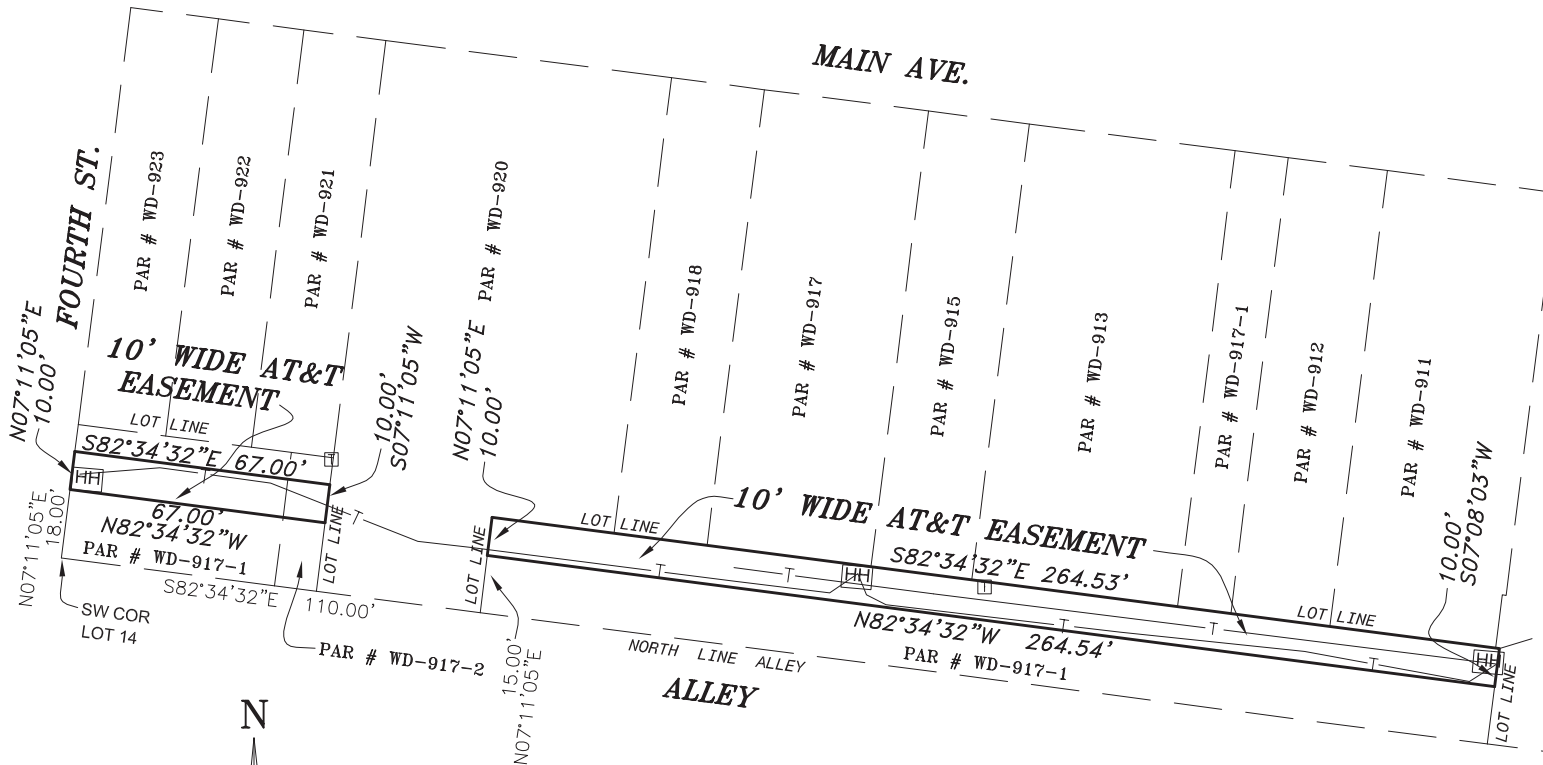
EXHIBIT "A" FOR AT&T EASEMENT

LEGAL DESCRIPTION OF AT&T NON-EXCLUSIVE EASEMENT:

PART OF LOTS 9-14 OF "ORIGINAL PLAT OF WEST DE PERE", IN SECTION 21, TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 07 DEGREES 11 MINUTES 05 SECONDS EAST 18.00 FEET, ALONG THE WEST LINE OF SAID LOT 14, TO THE POINT OF BEGINNING; THENCE NORTH 07 DEGREES 11 MINUTES 05 SECONDS EAST 10.00 FEET, ALONG THE WEST LINE OF SAID LOT 14; THENCE SOUTH 82 DEGREES 34 MINUTES 32 SECONDS EAST 67.00 FEET, ALONG THE EAST LINE OF THE WEST 1 FOOT OF SAID LOT 13; THENCE SOUTH 07 DEGREES 11 MINUTES 05 SECONDS WEST 10.00 FEET; THENCE NORTH 82 DEGREES 34 MINUTES 32 SECONDS WEST 67.00 FEET, TO THE POINT OF BEGINNING.

AND
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 82 DEGREES 34 MINUTES 32 SECONDS EAST 110.00 FEET, ALONG THE SOUTH LINE OF SAID LOTS 13 AND 14; THENCE NORTH 07 DEGREES 11 MINUTES 05 SECONDS EAST 15.00 FEET, ALONG THE EAST LINE OF THE WEST 44 FEET OF SAID LOT 13, TO THE POINT OF BEGINNING; THENCE NORTH 07 DEGREES 11 MINUTES 05 SECONDS EAST 10.00 FEET, ALONG THE EAST LINE OF THE WEST 44 FEET OF SAID LOT 13; THENCE SOUTH 82 DEGREES 34 MINUTES 32 SECONDS EAST 264.53 FEET, ALONG THE NORTH LINE OF THE SOUTH 25 FEET OF SAID LOTS 9-13; THENCE SOUTH 07 DEGREES 08 MINUTES 03 SECONDS WEST 10.00 FEET, ALONG THE WEST LINE OF THE EAST 22 FEET OF SAID LOT 9; THENCE NORTH 82 DEGREES 34 MINUTES 32 SECONDS WEST 264.54 FEET, TO THE POINT OF BEGINNING.



Andrew J. Shie
8/18/2025

LEGEND

- HH EXISTING AT&T HANDHOLE
- T— EXISTING AT&T UNDERGROUND CABLE

UT# A02FM6K
FOX VALLEY
LAND SURVEYING
4321 W. College Ave., Suite 200
Appleton, WI 54914
920-474-5025
PROJECT NO. 232021-3

**Consideration and possible action for a new 10-foot-wide utility easement at 300 BLK Main AV
(Parcels WD-917-1, WD-917-2).***

SITE MAP



REQUESTED ACTION:	New 10-foot-wide utility easement for AT&T.	
COMMON DESCRIPTION:	300 BLC Main AV, in the alley area between Main AV and Reid ST.	
ZONING:	MX1 (Downtown Mixed-Use District).	
SURROUNDING LAND USES:	Downtown businesses and parking (MX1) to the north, south, east and west.	
COMPREHENSIVE PLAN:	Commercial.	
APPLICANT/OWNER:	<u>Applicant</u> Andrew Shie, PLS Fox Valley Land Surveying 4321 W College AV, Suite 200 Appleton, WI 54914	<u>Property Owners</u> City of De Pere 335 S Broadway ST De Pere, WI 54115-2593
LAND USE HISTORY:	The property was developed as part of the downtown since 1938 air photos.	
STAFF REVIEW:	<u>Summary</u> The new easement allows for utilities to be installed by AT&T. <u>Details</u> AT&T is requesting a new 10-foot-wide gas easement in the alley between the 300 BLK of Main ACV and Reid ST, east of Fourth ST. The new easement allows for upgraded AT&T utilities in the area. AT&T attempted to install utilities earlier	

this year but was stopped by the City's DPW due to not having an easement that allowed work in the area.

STAFF RECOMMENDATION: Staff recommends APPROVAL of a new 10-foot-wide utility easement at 300 BLK Main AV and forwarding the recommendation to the Common Council for final approval. The final easement language will be subject to the final approval of the City Attorney's office.



Request for Common Council Action

MEETING DATE: October 7, 2025
DEPARTMENT: Development Services
FROM: Daniel Lindstrom, Development Services Director
SUBJECT: Resolution #25-110 Authorizing Development Agreement with Phoenix of DePere, LLC (Parcel Nos. WD-364-D-502 and WD-D0031; 1100 Employers Boulevard).
RECOMMENDED ACTION: Motion to Approve.

This item is for approval of the Development Agreement drafted in follow-up to the Finance/Personnel Committee's approval of the development terms at its meeting on May 13, 2025.

ATTACHMENTS:

Reso25-110, Development Agreement with Exhibits, Preserve MF Residential Review Memo - Project 2 May 2025, Phoenix of De Pere Concept Plan, Phoenix of De Pere Concept Plan Phase Map, Phoenix 42-Elevations

RESOLUTION #25-110

AUTHORIZING DEVELOPMENT AGREEMENT WITH PHOENIX OF DEPERE, LLC
(Parcel Nos. WD-364-D-502 and WD-D0031)

WHEREAS, Phoenix of DePere (“Developer”) wishes to enter into an agreement for construction of four 42-unit multi-family apartments and up to four additional 42-unity multi-family apartments on the north side of Employers Boulevard for Developer-owned parcels located in Tax Incremental District No. 15 (TID #15); 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 development within its TID Districts; and

WHEREAS, the City believes it is appropriate to use tax increments from the District to support this project and that it will be beneficial to the City to promote revitalization and economic stability of the TID and for the City as a whole, by creating employment opportunities; 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 #15 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 Between the City of De Pere and Phoenix of De Pere, LLC (WD-364-D-502 and WD-D0031), as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of October, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 05/13/2025

**DEVELOPMENT AGREEMENT BETWEEN CITY OF DE PERE
AND PHOENIX OF DEPERE, LLC
(Parcel Numbers WD-364-D-502, and WD-D0031)**

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and Phoenix of DePere, LLC, a Wisconsin limited liability company (“Developer”).

RECITATIONS

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

WHEREAS, Developer has acquired parcels of real estate identified as Parcel Numbers WD-364-D-502, and WD-D0031 legally described on Exhibit A attached hereto (the “Developer Parcels”), upon which Developer has proposed a multi-phased residential project with Phase 1 and Phase 2 consisting of an approximately Twenty-Five Million Eight Hundred Fifty Thousand Dollars and No Cents (\$25,850,000.00) development culminating in four (4) 42-unit Multifamily apartments and up to four (4) additional 42-unit Multifamily apartments on the North side of Employers Boulevard and

WHEREAS, the initial stage of the Development consists of the redevelopment of a portion of the Developer Parcels including street and dedications and the construction by Developer of the Project (as that term is defined below); and

WHEREAS, the City has created its Tax Increment District No. 15 (the “District”) as a mixed-use district, which District is intended to be amended to include the Developer Parcels described above; and

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

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

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

WHEREAS, the City believes it is appropriate to use tax increments from the District to provide for the construction of the Project in and for the benefit of the District to facilitate development 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 District, including, without limitation, providing additional housing options including affordable housing; and

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

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

I. DEFINITIONS

- A. "Assessed Value" means the initial value placed upon the Project upon completion as determined pursuant to Wisconsin Statutes, Chapter 70. The projected full Assessed Value for the Project is not less than Twenty-Five Million Eight Hundred Fifty Thousand Dollars and No Cents (\$25,850,000.00).
- B. "Assessed Increment Value" means the total Assessed Value of the Project less the Base Assessed Value.
- C. "Base Assessed Value" means the total 2024 equalized assessed value of the Property.
- D. "Certificate of Occupancy" means the certificate issued by the Development Services Department upon completion of the Project so as to permit occupancy of the same.
- E. "City" means the City of De Pere.
- F. "Deficit Payment" means the payment required of Developer under Section IV.E.3. if in any year, the Minimum Annual Property Tax Payment set forth in Exhibit C, incorporated herein by reference, is not made or satisfied in full.
- G. "Developer" means Phoenix of DePere, LLC, a Wisconsin limited liability company.
- H. "Developer Parcels" means the parcels of real estate identified as Parcel Numbers WD-364-D-502, and WD-D0031 as legally described on Exhibit A consisting of the Development.
- I. "Development" means the multi-phase residential Development of Developer Parcels,

located in De Pere, Wisconsin, and as more specifically described and depicted in the preliminary concept plan attached hereto as Exhibit A-1, which is incorporated herein by reference.

- J. "District" means the City of De Pere Tax Incremental District No. 15, which as amended, will include the Project.
- K. "Force Majeure" means a delay in achieving Substantial Completion of the Project as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including strikes, war, acts of nature, acts of God, pandemics, epidemics, or other forces majeure. Force Majeure shall not work to extend the implementation of the Project Valuation Warranty under Section IV.E.
- L. "Minimum Annual Property Tax Payment" means the minimum yearly total property tax payment required to be paid by Developer as set forth in Exhibit C and referenced as the TID Revenue Payment.
- M. "Project" means the construction of the Development of four (4) 42-unit multi-family buildings, that a portion of the units satisfy the Wisconsin Housing and Economic Development ("WHEDA") definition of affordable housing for tenants making 80% of the County/Area Median Income for a period of 15 years following Substantial Completion (as defined herein below) of the Project, including sufficient covered and non-covered parking stalls to accommodate residents of each building, and a private pool for the Development's residents, as identified on Exhibit A-1 and located within the District as amended, together with related site improvements, all as set forth in additional detail on

Exhibit A-2 attached hereto.

- N. "Project Incentive" means the up-front Project Cost incentive and Municipal Revenue Obligation (MRO) provided to Developer as set forth in Section V.A.1 and Section VII.
- O. "Substantial Completion or Substantially Completed" means that a certificate of occupancy and complete site plan approval for the Project have been issued by the City Building Inspection Department and Zoning Administrator.
- P. "Tax Increment" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the land and improvements comprising the Project and any taxable property associated with the Project.
- Q. "Term of the Agreement" means the period beginning on the date of this Agreement and ending after 15 years following Substantial Completion of the Project. This obligation aligns with the workforce housing obligation included in Section VIII below.

II. GENERAL DEVELOPMENT TERMS

- A. Developer shall complete all of the following prior to the construction of the Project:
 - 1. **Land Division.** Developer shall, at its own expense, prepare a Certified Survey Map (CSM), to be attached as Exhibit B, identifying areas to be dedicated to the Public including dedication of Employers Boulevard to the westerly boundary of the Project, any additional roadways necessary for the Development, any necessary access and utility easements, including a 12-foot utility easement along both sides of the right of way for all parcels, including the right of way of Employers Boulevard (Parcel No. 364-0-502-3), stormwater, proposed parcels and future parcel lines necessary for any TID Boundary Amendment.

2. **Utility Evaluation.** At its own expense, Developer shall prepare an evaluation of the Project's impact on the utility lines located in Employer's Boulevard and crossing the Development and Developer Parcels, which are necessary to serve the Project and to submit such evaluation to the City to determine if existing utilities can support the Project. If utility relocation are necessary to support the Project, Developer shall pay for any required public infrastructure to the extent that such relocation are necessary to support the scale of the Project, including without limitation, water lines, sanitary sewer lines, storm sewer lines, sidewalks, and traffic controls. Any additional infrastructure capacity beyond that necessary to support the scale of the Project shall be at the expense of the City (for example, any over-sizing of sanitary sewer lines to accommodate users in addition to the Project).
3. **Ownership.** Developer shall retain ownership of the Project until all of the following occur: final completion, stabilization of occupancy, and establishment of future management. Upon or following the satisfaction of all of the foregoing, Developer may sell, transfer or convey the Project or any part thereof, which shall be subject to the prior written consent of the City that may not be unreasonably withheld, conditioned or delayed. Developer shall provide notice to the City of any sale, but nothing contained herein shall be construed so as to require the City's approval for any such sale, transfer or conveyance except as set forth in Section IX.B below. Such sale, transfer or conveyance of the Property or any part thereof shall not alter or diminish the City's obligations hereunder. Developer shall either retain its rights and/or obligations hereunder or assign all such rights and/or obligations to its

assignee, as set forth in such sale, transfer or conveyance documents. The assignment of this Development Agreement to a purchaser of the Project shall be subject to the prior written consent of the City, which consent shall not be unreasonably withheld.

III. FUTURE DEVELOPMENT PHASES

Developer has provided the City with a preliminary concept plan for up to eight (8) 42-unit buildings that is attached hereto as Exhibit A-1.

IV. DEVELOPER OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. TID #15 Amendment. Developer's obligations under this Agreement shall be contingent on the approval of the TID #15 Amendment to include the Development and Developer Parcels as whole parcels.

B. Commencement of Construction and Project. Developer shall commence construction of the Project no later than April 1, 2026.

C. Zoning Administrator and/or Plan Commission Project Site Plan and Zoning Approval. Developer shall take all steps necessary to obtain zoning and site plan approval no later than December 31, 2025, so as to obtain Substantial Completion. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the Plan Commission and shall be constructed in compliance with all 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. The site plan shall include areas that are identified as Dedicated to the Public.

D. Substantial Completion. The Project shall be Substantially Completed and subject to full real estate assessment pursuant to the following schedule:

1. 2 – 42 unit Apartment Buildings (Phase 1) – January 1, 2027
2. 2 – 42 unit Apartment Buildings (Phase 2) – January 1, 2029

Future development phases are expected to include the following:

1. Up to 2 – 42 unit Apartment Buildings (Phase 3) – Estimated January 1, 2032
2. Up to 2 - 42 unit Apartment Buildings (Phase 4) – Estimated January 1, 2034

E. Project Value Warranty.

1. **Minimum Assessed Value.** Developer warrants the initial Assessed Value of Phases 1 and 2 of the Project as of January 1, 2029, shall be not less than Twenty-Five Million Eight Hundred Fifty Thousand Dollars and No Cents (\$25,850,000.00). To that end, Developer, for itself and its successors and/or assigns, hereby waives all right to appeal the Assessed Value of the Project, whether to the City, State of Wisconsin or any other jurisdiction or venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the Assessed Value of the Project for the duration of the TID. If taxes payable with respect to the Project for any year after January 1st are less than the Minimum Annual Property Tax Payment in Exhibit C, Developer, on behalf of themselves and their respective successors and/or assigns, agree that the Deficit Payment provisions of Section IV.E.3 (“Deficit Payment Calculation”) shall apply. Developer shall be responsible for any shortfall payment resulting from the Project.

Notwithstanding anything in the preceding paragraph to the contrary, the failure of the Project to meet the requirement for a Twenty-Five Million Eight Hundred Fifty Thousand Dollars and No Cents (\$25,850,000.00) Assessed Value shall not be a default under the terms of this Agreement so long as Developer complies with the Deficit Payment provisions of this Agreement.

2. **Property to Remain Taxable.** For the duration of the District, Developer, on behalf of itself and/or its successors and assigns, hereby agrees that it shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project to an entity whereby such sale or lease would cause such portion of the Project to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project during the term of this Agreement for a period of fifteen (15) years after either Substantial Completion or after the termination of TID #15 prohibiting any use of such property during the term of this Agreement which would cause the Project or any portion thereof to become tax exempt. Should the Project nevertheless become tax exempt, Developer, for itself or its successors and/or assigns, hereby agrees that Deficit Payments shall then be made by the Owners or Developer of the Project in accordance with the process set out in Section IV.E.3.

3. **Minimum Annual Property Tax Payment and Deficit Payment Calculation.**

Developer, for itself and its successors and assigns, obligates itself to timely pay

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

If the Deficit Payment is not fully paid by October 15 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 limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to

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

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

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

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

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

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

- G. Parking.** Developer shall provide adequate covered and non-covered surface parking stalls for residential uses on-site in relation to the Project. Developer shall provide minimum parking for residential uses at the rates and minimum stalls provided in the City's zoning code.
- 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 Project.
- I. Laterals.** Developer shall install, or have installed, all sanitary sewer and water laterals serving the Project, as well as connections of such laterals to new or existing sewer and water mains.
- J. Landscaping.** Developer shall be responsible for landscaping the Project, including trees, shrubs, seeding, or sod, in accordance with the zoning code (De Pere Municipal Code Chapter 14) and approved Site Plan.
- K. Erosion.** Developer shall be responsible for all erosion control related to construction of the Project in accordance with De Pere Municipal Code Chapter 42 and approved Site Plan.
- 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.

M. Sidewalks and Trails. Developer shall be responsible for any sidewalks and trails located on private property related to the Project.

N. Water Infrastructure Analysis. Developer shall conduct an infrastructure analysis and create a plan for waterline relocation for the Development.

V. ADDITIONAL CITY OBLIGATIONS

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

- 1. Developer Project Cost Reimbursement Incentive.** This Project Cost Reimbursement Incentive is for final project costs incurred regarding Project Phase 1 (i.e., Buildings 1-2) and Project Phase 2 (i.e., Buildings 3-4). City shall provide Developer an incentive of Six Hundred Thousand Dollars and no/100 cents (\$600,000.00) to pay certain Project Costs incurred by Developer for the Project payable as follows in this Section V.A.1. In consideration of such incentive, in combination with Section IV.E. of this Agreement, Developer shall satisfy the Minimum Property Tax Payment Schedule set forth in Exhibit C, which is attached and incorporated herein by reference. Three Hundred Thousand Dollars and no/100 cents (\$300,000.00) (i.e., fifty percent (50%)) of the Project Incentive shall be payable to Developer within thirty (30) days of the issuance of a Certificate of Occupancy for Phase 1 of the Project and the Development Services Director's review and verification of final incurred Phase 1 Project Costs, which review shall not be unreasonably withheld or

delayed. A subsequent payment of Three Hundred Thousand Dollars and no/100 cents (\$300,000.00) (i.e., fifty percent (50%)) of the Project Incentive shall be payable to Developer within thirty (30) days of the issuance of a Certificate of Occupancy for Phase 2 of the Project and the Development Services Director's review and verification of final incurred Phase 2 Project Costs, which review shall not be unreasonably withheld or delayed. The Development Services Director shall review the total incurred costs and completed site plan to ensure the total incurred Project costs are substantially similar to the estimated costs. Substantially similar shall be defined as plus or minus five percent (5%) of the estimated Project or Building Development costs. Either City or Developer may request to renegotiate the Project Incentive for final incurred project costs that are greater than or less than five percent (5%) of the estimated Project costs.

- B. **Street and Stormwater Infrastructure.** City shall use its best efforts, in collaboration with the Developer, to design and construct the new street and stormwater in service to the Project and Development. City shall complete construction before the Certificate of Occupancy of the first rental apartment building is issued.
- C. **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.
- D. **Special Assessments.** The City agrees that it shall not specially assess Developer for any infrastructure or other costs incurred in connection with the original development

of the District which are being reimbursed to the City or otherwise funded by Tax Increment. Such applicable infrastructure or other costs are attached as Exhibit I. The parties understand and acknowledge that the special assessment exclusion list in Exhibit I applies only to the original development of the Project (i.e., Project Phase 1 and Project Phase 2.) The parties further understand and acknowledge that future special assessments, including but not limited to future assessments for certain future improvements currently listed in Exhibit I, may be assessed to the Developer Parcels as applicable upon consideration and approval by the City's Common Council in connection with any future development that may benefit the Developer Parcels.

VI. DEFAULT PROVISIONS

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

specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VII. MUNICIPAL REVENUE OBLIGATION – PAYGO DEVELOPMENT INCENTIVE

A. Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the City shall issue a Municipal Revenue Obligation (the “MRO”) in an amount of One Million Three Hundred Thousand Dollars (\$1,300,000) and a fixed annual interest rate set to the rate of a ten-year Treasury Note as of the Effective Date of the Agreement for a term not greater than twelve (12) years as a PAYGO Development Incentive for Developer. The MRO shall be issued by the City by the November 1st following the first date that the City has received tax payment for the fully assessed and completed Project.

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

shall not exceed five percent (5%) of Tax Increment received by the City each year, and (ii) debt service associated with any municipal borrowing done for the purpose of funding both (I) the Project Incentive, and (II) any amounts spent by the City pursuant to the terms of Section V., relating to required utility infrastructure, which debt service shall be amortized by the City over not less than twenty (20) years. No other Project costs shall be deducted from Tax Increment received by the City in calculating the amount of Available Tax Increment available for payment to Developer in any year. Any Priority Project Cost not paid due to insufficient Tax Increment shall be carried forward and paid from Tax Increment in the next year, or if necessary, following years until fully paid.

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

terminate until the MRO's principal amount of \$1,300,000.00 plus accrued interest has been paid in full (the "Final Payment Date") or the District is terminated by law, whichever occurs first. In addition, to the extent that the Project is expanded to include Developer's expansion plans, and the Assessed Value of the Project, as amended by Developer's future development should exceed \$\$25,850,000 , the City and Developer intend to enter into good faith negotiations for one or more development agreements for Phases 3 and/or 4 with substantially similar terms as set forth in this Agreement, except that any Project Incentive shall be reflective of the period of time remaining in the District life.

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

shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned.

B. MRO Form. The MRO shall be substantially in the form attached hereto as Exhibit D and shall be payable in accordance with the terms and conditions set forth in this Agreement and such MRO. On or about each Payment Date under the MRO, the City shall provide to the Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and the remaining principal balance due on the MRO after the application of such payment.

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

- D. Payment of Priority Project Costs and Repayment Schedule.** From the Tax Increment received by the City each year, the City shall first pay the outstanding Priority Project Costs until satisfied in full. The estimated repayment schedule of the MRO shall be set forth in Schedule 1 to the MRO. The City reserves the right, subject to Developer's acceptance which may not be unreasonably withheld or delayed, to make advance payments on the MRO or modify the MRO repayment schedule based upon the actual and projected Tax Increment generated from the Project. The Available Tax Increment held by the City each year in excess of the outstanding Priority Project Costs shall be applied to the payment of principal due on the MRO in accordance with the payment schedules set forth in such MRO, subject to appropriation by the City Common Council. The City may not add to or alter to terms of any Priority Project Costs beyond those specific items set forth in Section A., above in a manner which would reduce the amount of Available Tax Increment that would be payable to Developer in any given year or subordinate the payment of Available Tax Increment to any other obligation of the City.
- E. MRO Assignment.** The MRO may be assigned to any lender providing financing to the Project upon providing reasonable notice. Developer may elect for City to pay lender directly the scheduled MRO payments.

VIII. WORKFORCE/AFFORDABLE HOUSING REQUIREMENTS

- A. Income and Rent Level.** Developer, for a period of 15 years after full occupancy of all Project buildings, shall rent or reserve for rent at least 20% of the units in each building exclusively for workforce housing. Of those 20% of units, no fewer than four (4) units

shall be for one-bedroom units, no fewer than four (4) units shall be for two-bedroom units, except as provided in subsection VIII.C, rent levels shall not exceed those rent levels considered affordable for a household earning at or below 80% of the area median income, adjusted for family size, as determined by the most recent fiscal year data published by the Department of Housing and Urban Development ("HUD") or Wisconsin Housing and Economic Development Authority ("WHEDA"). Each individual building is subject to these standards as they receive a certificate of occupancy, however, the minimum 15-year period established hereunder shall commence after the certificate of occupancy of the fourth building but commencement shall otherwise be no later than January 1, 2030.

- B. Students.** No unit reserved under this section may be occupied by a single tenant that is a full-time student, or, if occupied by multiple tenants, by more than one tenant that is a full-time student. For purposes of this section, a "full-time student is a student enrolled in a postsecondary education program with a class schedule of 12 or more semester or quarter hours, but does not include any person 24 years of age or older or a person meeting the criteria under 26 USC Sec. 42(i)(3)(D) or 24 CFR 5.612.
- C. Permissible Income and Rent Level Increase.** Provided a unit is initially rented to tenants in conformity with subsections A. and B. of this section, any such unit may continue to be occupied by a qualified tenant or tenants whose earnings have increased up to 100% of the Adjusted Area Median Income with rent levels increased accordingly. Upon receipt of information that a tenant has earned greater than 100% of the Area Median Income based on family size, Developer shall provide 120 days

written notice to the tenant(s) with a copy to the City, that the threshold has been exceeded and that; (i) the tenant, upon earning greater than 100% of Adjusted Median Income, the tenant will be required to vacate the workforce housing unit, or (ii) upon earning greater than 100% of Adjusted Area Median Income, rent will be increased to full market rent; Under the previous scenarios, the next available comparable unit in that building shall be made available for workforce housing to comply with the ratio requirements in subsection A. of this section. Similarly, if at any time there are no applicants with household earning at or below 80% of the Area Median Income, adjusted for family size, as determined by HUD or WHEDA for any available unit, Developer may lease such unit at market rate, provided that when a qualified renter does make application, such qualified renter's application shall be kept on file for Developer to contact once a comparable unit becomes available and the next available comparable unit shall be made available for workforce housing to comply with the ratio requirements in subsection A. of this section.

- D. Certification.** Beginning January 1, 2030, and no later than January 31 of each year thereafter for the duration of this workforce housing obligation, Developer shall provide the City with completed owner and renter certifications in the forms provided in Exhibits "E" and "F" respectively, for the prior calendar year, demonstrating that Developer, to the best of its knowledge, has complied with the obligations under this section. The City shall have the right to conduct an independent audit of Developer's records to verify compliance with Developer's workforce housing obligation and Developer shall promptly provide any and all information reasonably necessary for

the City to conduct such audit. The City shall be responsible for the cost of any independent audit unless the audit uncovers a violation of this Agreement known by the Developer but not previously disclosed by Developer prior to the City's determination to conduct such audit in which instance the cost of the audit shall be paid by Developer. For the avoidance of doubt, Developer shall not be responsible for any misrepresentation by any renter. If such costs are not paid within thirty (30) days of the City providing an invoice for such costs, the City may collect payment as a special charge against the parcel under Wis. Stat. §66.0627.

- E. Violation of Workforce Housing Obligation.** For each unit required to be reserved for workforce housing that is rented in violation of this Agreement, Developer shall pay the City the difference between the difference of the market rate advertised rent and the maximum allowable rent based on family size for each month such unit is rented in violation of Developer's workforce housing obligation. It is agreed that the payment required under this subsection is not a penalty but instead represents damages to the City relating to its cost in providing that portion of the financing of this Agreement as it relates to the workforce housing obligation and the withdrawal of the City's "lookback provision". If such charges are not paid within thirty (30) days of the City providing an invoice for such costs, the City may collect payment as a special charge against the parcel under Wis. Stat. §66.0627. Charges would be placed in the City's Housing Affordability Fund.

IX. MISCELLANEOUS

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

If to Developer:
Phoenix of DePere, LLC
Attn: Bill J. Kingston
1120 Employers Blvd., Suite 235
De Pere, WI 54115

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 parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.
- F. **Contractual Interpretation.** All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

- G. **Amendment.** No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.
- H. **No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer are entitled to any other approvals required.
- I. **Invalid Provisions.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- J. **Headings.** The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- K. **No Waiver; Remedies.** No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

- L. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.
- M. **No Joint Venture.** The City is not a partner, agent or joint venture of or with Developer.
- N. **Recording of a Memorandum of this Agreement Permitted.** A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Brown County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.
- O. **Immunity.** Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.
- P. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.
- Q. **Due Authority.** Developer shall provide to the City a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions upon execution of this Agreement.

(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 _____

Phoenix of DePere, LLC

By:

Print Name: Bill Kingston

Title: _____

Print Name: _____

Title: _____

State of Wisconsin)

: SS

Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2025, by
Bill Kingston and _____ of Phoenix of DePere, LLC.

Notary Public, State of Wisconsin

My commission expires on _____.

EXHIBIT A

DEVELOPER PARCELS LEGAL DESCRIPTIONS

WD-364-D-502 and **WD-D0031** - 1100 Employers Boulevard, west from the Lawrence DR and Employers BL intersection.

Legal Description: ALL OF LOT 1, VOLUME 10 OF CERTIFIED SURVEY MAPS, PAGE 321, MAP NUMBER 2314, DOCUMENT NUMBER 968551, SAID MAP LOCATED IN PARTS OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SOUTHWEST 1/4 OF THE NORTHEAST 1/4, NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PART OF LOT 2, VOLUME 18 OF PLATS, PAGE 44, DOCUMENT NUMBER 1116819, SAID PLAT BEING PARTS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PARTS OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

EXHIBIT A-1
DEVELOPMENT PRELIMINARY SITE CONCEPT AND BUILDING PLANS

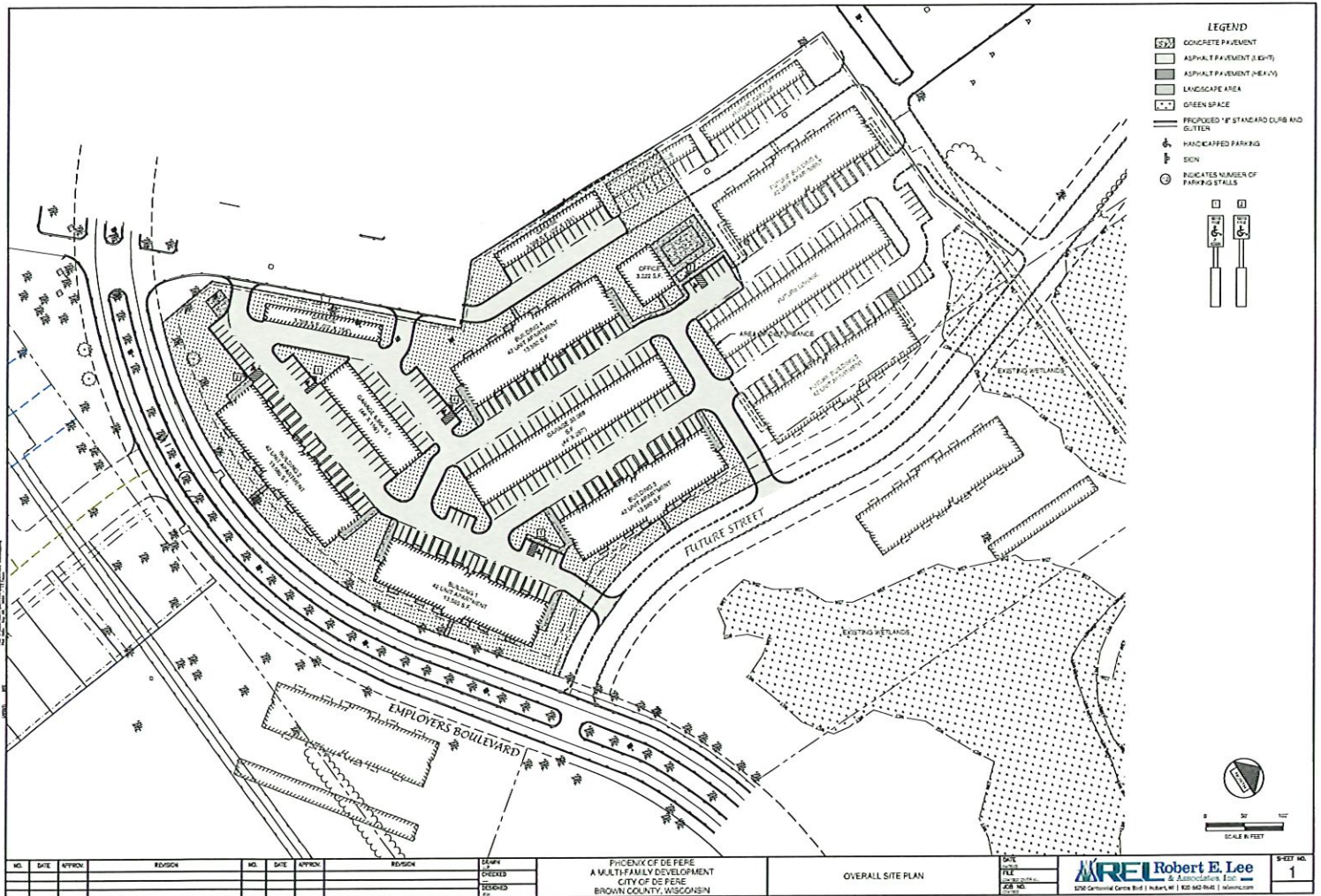


EXHIBIT A-2

PROJECT DESCRIPTION

The Development and Project shall be a multi-phased residential housing project with Phase I and Phase 2 located on Parcel Numbers WD-364-D-502 and WD-D0031 and consisting of four (4) 42-unit multi-family buildings, at least twenty percent (20%) of which satisfy the Wisconsin Housing and Economic Development ("WHEDA") definition of affordable housing for tenants making 80% of the County/Area Median Income, with sufficient onsite parking for residents of the apartments and a private pool for the Development's residents.

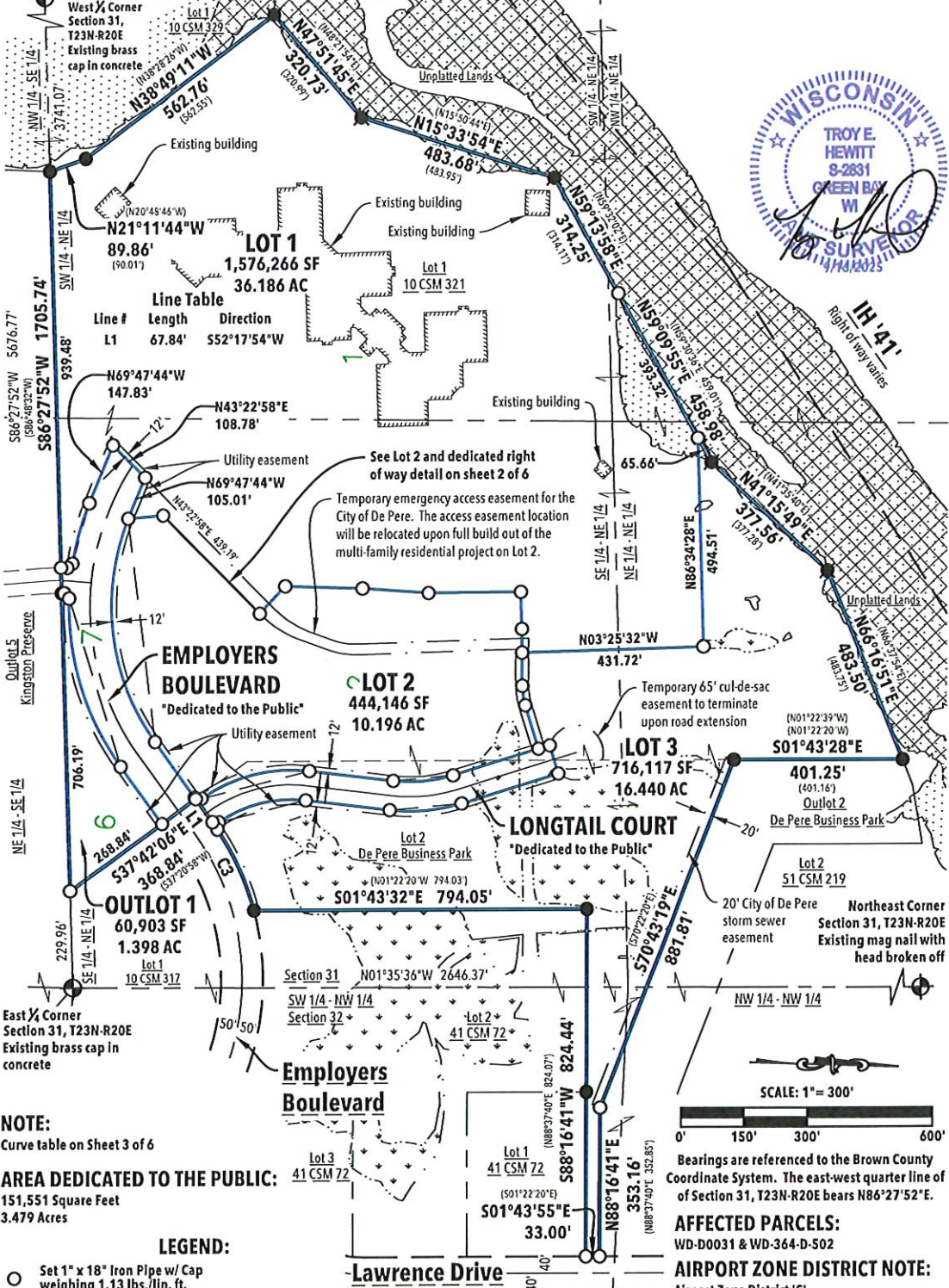
EXHIBIT B

RIGHT OF WAY AND PROPERTY DEDICATION MAP (CERTIFIED SURVEY MAP)

DRAFT

CERTIFIED SURVEY MAP

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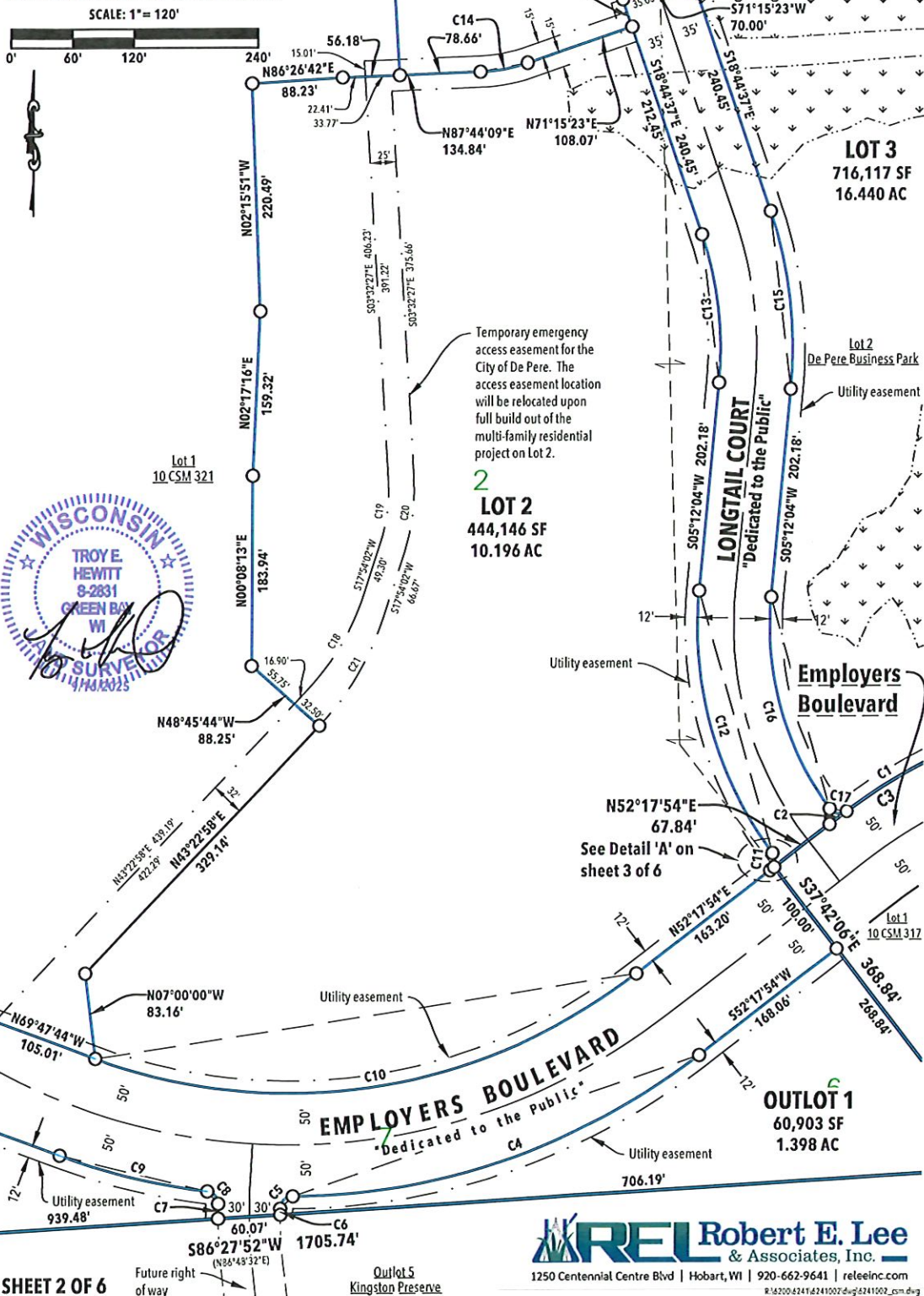


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CERTIFIED SURVEY MAP

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LOT 2 AND RIGHT OF WAY DETAIL:



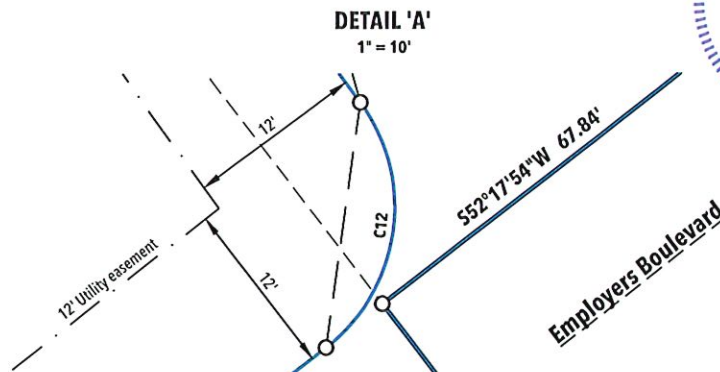
SHEET 2 OF 6

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CERTIFIED SURVEY MAP

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Curve Table							
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	18°58'23"	640.00'	211.93'	S63°39'26.5"W	210.96'	S73°08'38"W	S54°10'15"W
C2	1°52'21"	640.00'	20.92'	S53°14'04.5"W	20.92'	S54°10'15"W	S52°17'54"W
C3	20°50'44"	640.00'	232.85'	S62°43'16"W	231.56'	S73°08'38"W	S52°17'54"W
C4	37°31'39"	650.00'	425.74'	S71°03'43.5"W	418.17'	N89°49'33"E	N52°17'54"E
C5	(89°43'37") 89°44'23"	12.00'	18.80'	(N44°54'58.5"W) S44°57'21.5"W	16.93'	(S89°43'47"W) S89°49'33"W	S00°05'10"W
C6	0°42'18"	470.00'	5.78'	S00°15'59"E	5.78'	S00°05'10"W	S00°37'08"E
C7	1°33'36"	530.00'	14.43'	S00°10'09"E	14.43'	S00°36'39"W	S00°56'57"E
C8	83°29'57"	12.00'	17.49'	N41°08'19.5"W	15.98'	N00°36'39"E	N82°53'18"W
C9	13°05'34"	650.00'	148.53'	S76°20'31"E	148.21'	S69°47'44"E	S82°53'18"E
C10	57°54'22"	550.00'	555.86'	N81°15'05"E	532.50'	S69°47'44"E	N52°17'54"E
C11	89°08'35"	12.00'	18.67'	N07°43'36.5"E	16.84'	N52°17'54"E	N36°50'41"W
C12	42°02'44"	368.00'	270.05'	S15°49'19"E	264.03'	S05°12'04"W	S36°50'41"E
C13	23°56'41"	348.00'	145.43'	N06°46'16.5"W	144.38'	N05°12'04"E	N18°44'37"W
C14	16°28'47"	163.00'	46.88'	N79°29'46.5"E	46.72'	N87°44'09"E	N71°15'23"E
C15	23°56'41"	418.00'	174.69'	N06°46'16.5"W	173.42'	N05°12'04"E	N18°44'37"W
C16	41°50'01"	298.00'	217.58'	S15°42'57.5"E	212.78'	S05°12'04"W	S36°37'58"E
C17	89°11'47"	12.00'	18.68'	S81°13'51.5"E	16.85'	S36°37'58"E	N54°10'15"E
C18	25°28'56"	250.00'	111.19'	N30°38'30"E	110.27'	N43°22'58"E	N17°54'02"E
C19	21°26'28"	168.00'	62.87'	N07°10'47"E	62.50'	N17°54'02"E	N03°32'27"W
C20	21°26'28"	193.00'	72.22'	N07°10'47"E	71.80'	N17°54'02"E	N03°32'27"W
C21	25°28'56"	275.00'	122.31'	N30°38'30"E	121.30'	N43°22'58"E	N17°54'02"E



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SHEET 3 OF 6

CERTIFIED SURVEY MAP

ALL OF LOT 1, VOLUME 10 OF CERTIFIED SURVEY MAPS, PAGE 321, MAP NUMBER 2314, DOCUMENT NUMBER 968551, SAID MAP LOCATED IN PARTS OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SOUTHWEST 1/4 OF THE NORTHEAST 1/4, NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PART OF LOT 2, VOLUME 18 OF PLATS, PAGE 44, DOCUMENT NUMBER 1116819, SAID PLAT BEING PARTS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PARTS OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Troy E. Hewitt, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, mapped and divided all of Lot 1, Volume 10 of Certified Survey Maps, Page 321, Map Number 2314, Document Number 968551 (10CSM321), said map located in parts of the Northwest 1/4 of the Northeast 1/4, Southwest 1/4 of the Northeast 1/4, Northeast 1/4 of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4, Section 31 and part of Lot 2, Volume 18 of Plats, Page 44, Document Number 1116819, said plat being parts of the Northeast 1/4 of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4, Section 31 and parts of the Southwest 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northwest 1/4, Section 32, all located in Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the East 1/4 corner of said Section 31; thence S86°27'52"W, 229.96 feet on the east-west quarter line of said Section 31 to the southeast corner of said Lot 1, the POINT OF BEGINNING; thence continuing S86°27'52"W, 1705.74 feet on said east-west quarter line to the west line of said Lot 1; thence N21°11'44"W, 89.86 feet on said west line; thence N38°49'11"W, 562.76 feet on said west line to the northwest line of said Lot 1; thence N47°51'45"E, 320.73 feet on said northwest line; thence N15°33'54"E, 483.68 feet on said northwest line; thence N59°13'58"E, 314.25 feet on said northwest line; thence N59°09'55"E, 458.98 feet on said northwest line; thence N41°15'49"E, 377.56 feet on said northwest line; thence N66°16'51"E, 483.50 feet on said northwest line to the northeast corner of said Lot 1; thence S01°43'28"E, 401.25 feet on the east line of said Lot 1 to the north line of said Lot 2; thence S70°43'19"E, 881.81 feet on said north line; thence N88°16'41"E, 353.16 feet on said north line to the west right of way line of Lawrence Drive; thence S01°43'55"E, 33.00 feet on said west right of way to the northeast corner of Lot 1, Volume 41 of Certified Survey Maps, Page 72, Map Number 6184, Document Number 1760374 (41CSM72); thence S88°16'41"W, 824.44 feet on the north line of said Lot 1 and continuing on the north line of Lot 2 of said 41CSM72 to the northwest corner thereof; thence S01°43'32"E, 794.05 feet on the west line of Lot 2 of said 41CSM72 to the north right of way of Employers Boulevard; thence 232.85 feet on the arc of a 640.00 foot radius curve to the left, having a long chord which bears S62°43'16"W, 231.56 feet on said north right of way; thence S52°17'54"W, 67.84 feet on said north right of way to the east line of Lot 1 of said 10CSM321; thence S37°42'06"E, 368.84 feet on said east line to the Point of Beginning.

Said parcel contains 2,948,983 Square Feet (67.699 Acres) of land more or less. Subject to any and all easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of De Pere in the surveying, mapping and dividing of the same.

Dated this 16 day of September, 2025.

Troy E. Hewitt
ROBERT E. LEE & ASSOCIATES, INC.
Original: 9/9/2025
Revised: 9/11/2025



RESTRICTIVE COVENANTS:

1. The land on all side and rear lot lines of all lots not included in the drainage easement shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
2. Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
3. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street lines, a disturbance of survey stake by anyone is a violation of Section 236.32 of the Wisconsin statutes.
4. Sidewalks are required on the north side of Employers Boulevard and both sides of Longtail Court.
5. The City will provide storm water management via a regional storm water pond designed to treat to current WisDNR standards for storm water quality. City storm sewers are designed for five-year rainfall events to match City allocated flows. Detention facilities may be required for higher flow volumes.

EROSION CONTROL NOTE:

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the City has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

AIRPORT ZONING DISTRICT NOTE:

The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts.

UTILITY EASEMENT PROVISIONS:

A non-exclusive easement granted to public utilities including but not limited to electric, natural gas, communications, water distribution, sewer collection, drainage, etc., is hereby granted by

Preserve Development, LLC, Grantors, to

Wisconsin Public Service Corp., a Wisconsin Corporation, City of De Pere and other Public Utilities, Grantee(s),

their respective successors and assigns, to construct, install, operate, repair, maintain, and replace from time to time, facilities used in connection with underground public utilities for such purposes as the same is now or may hereafter be used, all in, under, across, along, and upon the property shown within those areas designated on the plat or CSM, together with the right to install service connections upon, across, within, and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush, and/or roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. Structures shall not be placed over Grantee's facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of the Grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of all parties hereto.

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SHEET 4 OF 6

CERTIFIED SURVEY MAP

ALL OF LOT 1, VOLUME 10 OF CERTIFIED SURVEY MAPS, PAGE 321, MAP NUMBER 2314, DOCUMENT NUMBER 968551, SAID MAP LOCATED IN PARTS OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SOUTHWEST 1/4 OF THE NORTHEAST 1/4, NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PART OF LOT 2, VOLUME 18 OF PLATS, PAGE 44, DOCUMENT NUMBER 1116819, SAID PLAT BEING PARTS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PARTS OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owners, we do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, mapped, divided and dedicated as represented on this map. We also do further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection: CITY OF DE PERE

Bill Kingston
Preserve Development, LLC

Date

STATE OF WISCONSIN)

COUNTY) SS

Personally came before me this _____ day of _____, 2025, the above named to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

(print name) _____

My commission expires: _____

CORPORATE MORTGAGEE CERTIFICATE

Bank First, N.A., a corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Certified Survey Map and does hereby consent to the above certificate of Preserve Development, LLC, Owner.

IN WITNESS WHEREOF, Bank First, N.A. has caused these presents to be

signed by _____ (Print Name) it's _____ (Print Title) and countersigned by

_____ (Print Name) it's _____ (Print Title) at _____, Wisconsin, and its corporate seal to be

hereunto affixed this _____ day of _____, 2025.

In the presence of Bank First, N.A.:

Date

Date

Print Title: _____

Print Title: _____

STATE OF WISCONSIN)

COUNTY) SS

Personally came before me this _____ day of _____, 2025, the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public,

_____, Wisconsin

My commission expires _____



REL Robert E. Lee
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

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SHEET 5 OF 6

CERTIFIED SURVEY MAP

ALL OF LOT 1, VOLUME 10 OF CERTIFIED SURVEY MAPS, PAGE 321, MAP NUMBER 2314, DOCUMENT NUMBER 968551, SAID MAP LOCATED IN PARTS OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SOUTHWEST 1/4 OF THE NORTHEAST 1/4, NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PART OF LOT 2, VOLUME 18 OF PLATS, PAGE 44, DOCUMENT NUMBER 1116819, SAID PLAT BEING PARTS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 31 AND PARTS OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

CITY OF DE PERE APPROVAL CERTIFICATE

Approved by the City of De Pere Common Council on this _____ day of _____, 2025.

Carey E. Danen, City of Clerk

Date

BROWN COUNTY TREASURER'S CERTIFICATE:

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

Raymond Suennen
Brown County Treasurer

Date

CITY OF DE PERE TREASURER'S CERTIFICATE:

As duly appointed City of De Pere Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

Pamela R. Manley
City of De Pere Finance Director/Treasurer

Date



REL Robert E. Lee
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releeinc.com

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SHEET 6 OF 6

EXHIBIT C

MINIMUM ANNUAL PROPERTY TAX PAYMENT SCHEDULE

Minimum Tax Payment Schedule Summary			
TID Revenue Year	Phoenix of De Pere, LLC Buildings 1-4		
	Base Value Tax Revenue (Assumed \$800,000 Land Value)	Minimum Increment Value Tax Revenue	Minimum Total Tax Payment
2022	\$0	\$0	
2023	\$0	\$0	
2024	\$0	\$0	
2025	\$0	\$0	
2026	\$0	\$0	
2027	\$5,670	\$46,161	\$51,830
2028	\$5,556	\$181,633	\$187,189
2029	\$5,445	\$225,893	\$231,338
2030	\$5,336	\$355,927	\$361,263
2031	\$5,229	\$355,889	\$361,119
2032	\$5,125	\$355,849	\$360,974
2033	\$5,022	\$355,808	\$360,830
2034	\$4,922	\$355,764	\$360,686
2035	\$4,823	\$355,718	\$360,541
2036	\$4,727	\$355,670	\$360,397
2037	\$4,632	\$355,621	\$360,253
2038	\$4,540	\$355,569	\$360,109
2039	\$4,449	\$355,516	\$359,965
2040	\$4,360	\$355,461	\$359,821
2041	\$4,273	\$355,404	\$359,677
Total			

Principal only partial year payments

First year of full assessed value

Assumptions:

Based Assessed Value (calculated as a percent of parent parcel, assumes split)	\$	400,000
Assumed Annual Mill Rate Change Over the Life of the TID		-2.00%
Assessed Value	\$	25,990,000
Assessed Increment Value	\$	25,590,000
Property Appreciation Rate		2.00%

EXHIBIT D

MRO (as to FORM)

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

FORM

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

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	\$1,300,000.00

FOR VALUE RECEIVED, the City of De Pere, Brown County, Wisconsin (the "City"), promises to pay to Phoenix of DePere, LLC (the "Developer"), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Tax Increment described below, interest at the rate of four percent (4 %).

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

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

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal and accrued interest due on this MRO, the amount due but not paid shall be deferred, and interest at the rate of _____ percent (____%) will accrue on any amount so deferred. The deferred amount shall be payable on the next Payment Date until the Final Payment Date (as defined below). The City shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owner of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the City's Common Council to payment of this MRO. The "Final Payment Date" is the earlier of (i) the date upon which the entire \$1,300,000 principal amount of the MRO, together with all accrued interest, has been paid to Developer, or (ii) October 31, 204__.

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

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

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

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

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

This MRO may be transferred or assigned, in whole or in part, only upon prior written notice to the City. Interests in this MRO may not be split, divided or apportioned. In order to

transfer or assign the MRO, if permitted by the City, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

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

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

CITY OF DE PERE

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

(SEAL)

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

Schedule 1 Payment Schedule

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

[illegible]

PAYGO Municipal Revenue Obligation (MRO)				DRAFT		
Parcel ID:		Multiple				
Owner/Developer:		Phoenix of De Pere, LLC				
Created/Revised:		5/6/2025				
Principal: (rounded to \$5,000)		\$ 1,300,000				
Interest Rate*:		4.30%				
Term (Years):		12				
# of Principal Payments:		12				
Date of Issue:		11/1/2027				
Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2020	0	\$0	\$0	\$0	\$0	\$0
2021	0	\$0	\$0	\$0	\$0	\$0
2022	0	\$0	\$0	\$0	\$0	\$0
2023	0	\$0	\$0	\$0	\$0	\$0
2024	0	\$0	\$0	\$0	\$0	\$0
2025	0	\$0	\$0	\$0	\$0	\$0
2026	0	\$0	\$0	\$0	\$0	\$0
2027	0	\$0	\$0	\$0	\$0	\$0
2028	0	\$0	\$0	\$0	\$0	\$0
2029	0	\$0	\$0	\$0	\$0	\$0
2030	1	\$1,300,000	\$85,040	\$55,900	\$140,940	\$0
2031	2	\$1,214,960	\$88,696	\$52,243	\$140,940	\$0
2032	3	\$1,126,264	\$92,510	\$48,429	\$140,940	\$0
2033	4	\$1,033,754	\$96,488	\$44,451	\$140,940	\$0
2034	5	\$937,265	\$100,637	\$40,302	\$140,940	\$0
2035	6	\$836,628	\$104,965	\$35,975	\$140,940	\$0
2036	7	\$731,664	\$109,478	\$31,462	\$140,940	\$0
2037	8	\$622,185	\$114,186	\$26,754	\$140,940	\$0
2038	9	\$508,000	\$119,096	\$21,844	\$140,940	\$0
2039	10	\$388,904	\$124,217	\$16,723	\$140,940	\$0
2040	11	\$264,687	\$129,558	\$11,382	\$140,940	\$0
2041	12	\$135,129	\$135,129	\$5,811	\$140,940	\$0
Total			\$1,300,000	\$391,276	\$1,691,276	\$0

First year of full assessed value

EXHIBIT E - Workforce Housing Compliance Certificate

WITNESSETH, that on this _____ day of _____ of _____, the undersigned, having borrowed or accepted certain funds or other incentives from the CITY OF DE PERE, WISCONSIN (the "CITY") for the purpose of acquiring and constructing a multi-family housing development (the "Project") qualifying in whole or in part as "Workforce Housing" within the meaning of a Development Agreement dated _____, 2025 between Phoenix of De Pere, LLC and the City of De Pere. The Developer does hereby certify that (i) during the preceding year the Project was continually in compliance with the Development Agreement and the Workforce Housing Obligation as demonstrated on the attached compliance report, (or if the Project was not continually in compliance, each unit that was rented contrary to the Workforce Housing obligation and the dates each such unit was rented contrary to the Workforce Housing Obligation is correctly identified on the attached non-compliance report) (ii) on the last day of the preceding year of the units in the Project were actually occupied by Low or Moderate Income Tenants earning 80% of the area median income, and (iii) that the representations set forth herein are true and correct to the best of the undersigned's knowledge and belief.

By: _____

Exhibit G- EXAMPLE Income Computation and Certification

TO THE APPLICANT: You have applied to rent an apartment which the owner has agreed to rent only to qualified low and moderate income persons. To see if you qualify, you must provide the following information in a sworn certificate. The information will be kept confidential by the owner and the owner's employees, except as necessary to prove to government officials, that you qualify. A separate Income Computation and Certification must be completed for each household (includes all persons who will live in the apartment). You should read each item carefully, and provide the information requested truthfully and fully, because making false statements under oath may subject you to criminal penalties.

1. Provide the following information for each member of your household:

Name (Land, First, MI)	Relationship to Head of Household/Applicant	D.O.B	Place of Employment

2. Students

Will all your household members be full-time students during five months of this calendar year at school or schools (other than a correspondence school) with regular faculty, curriculum, and students? YES ☐ NO ☐

3. Household Income Verification

The owner must obtain from you a detailed breakdown of your household income as reported in your most recent federal tax return to determine eligibility.

Total Gross Household Income \$ _____
(Please attach a copy of the summary page of your most recent tax return)

4. Certifications

I/We, the undersigned, being first duly sworn, certify that the information and statements provided above are true and complete to the best of my/our knowledge and belief, and I/we consent to release such information for the purposes described above. I/We understand that providing false information or making false statements under oath may subject me/us to criminal penalties.

Head of Household

Name (Print)

Signature

Date

Co-Head of Household

Name (Print)

Signature

Date

Subscribed and sworn to before me under oath this ____ day of _____, 20__

Notary Public, State of Wisconsin

My Commission: _____

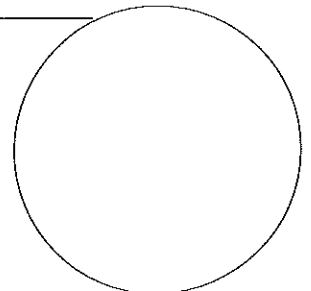


Exhibit H- Current Estimated Maximum Family Income Limits at 80% of HUD Estimated 2024 County Median Income

WISCONSIN MULTIFAMILY LENDING
Estimated Maximum Family Income Limits at 80% of HUD Estimated 2024 County Median Income
Effective April 1, 2024

FAMILY SIZE: COUNTY:	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
Brown	54,900	62,750	70,600	78,400	84,700	90,950	97,250	103,500	109,750
Calumet	58,250	66,600	74,900	83,200	89,900	96,550	103,200	109,850	116,500
Chippewa	55,650	63,600	71,550	79,500	85,900	92,250	98,600	104,950	111,300
Columbia	55,800	63,800	71,750	79,700	86,100	92,500	98,850	105,250	111,600
Dane	68,500	78,250	88,050	97,800	105,650	113,450	121,300	129,100	136,900
Dodge	51,350	58,700	66,050	73,350	79,250	85,100	91,000	96,850	102,700
Door	51,700	59,100	66,500	73,850	79,800	85,700	91,600	97,500	103,400
Douglas	53,350	60,950	68,550	76,150	82,250	88,350	94,450	100,550	106,600
Dunn	52,850	60,400	67,950	75,500	81,550	87,600	93,650	99,700	105,700
Eau Claire	55,650	63,600	71,550	79,500	85,900	92,250	98,600	104,950	111,300
Fond du Lac	53,600	61,250	68,900	76,550	82,700	88,800	94,950	101,050	107,150
Grant	49,500	56,550	63,600	70,650	76,350	82,000	87,650	93,300	98,900
Green	54,900	62,750	70,600	78,400	84,700	90,950	97,250	103,500	109,750
Iowa	59,000	67,400	75,850	84,250	91,000	97,750	104,500	111,250	117,950
Jefferson	56,250	64,250	72,300	80,300	86,750	93,150	99,600	106,000	112,400
Kenosha	54,800	62,600	70,450	78,250	84,550	90,800	97,050	103,300	109,550
Kewaunee	54,900	62,750	70,600	78,400	84,700	90,950	97,250	103,500	109,750
La Crosse	55,100	63,000	70,850	78,700	85,000	91,300	97,600	103,900	110,200
Lafayette	49,000	56,000	63,000	70,000	75,600	81,200	86,800	92,400	98,000
Lincoln	50,750	58,000	65,250	72,500	78,300	84,100	89,900	95,700	101,500
Manitowoc	48,550	55,450	62,400	69,300	74,850	80,400	85,950	91,500	97,000
Marathon	53,100	60,700	68,300	75,850	81,950	88,000	94,100	100,150	106,200
Milwaukee	57,200	65,400	73,550	81,700	88,250	94,800	101,350	107,850	114,400
Monroe	48,550	55,450	62,400	69,300	74,850	80,400	85,950	91,500	97,000
Oconto	52,350	59,800	67,300	74,800	80,750	86,750	92,750	98,750	104,700
Oneida	49,950	57,100	64,250	71,350	77,100	82,800	88,500	94,200	99,900
Outagamie	58,250	66,600	74,900	83,200	89,900	96,550	103,200	109,850	116,500
Ozaukee	57,200	65,400	73,550	81,700	88,250	94,800	101,350	107,850	114,400
Pepin	49,850	57,000	64,100	71,200	76,900	82,600	88,300	94,000	99,700
Pierce	68,500	78,250	88,050	97,800	105,650	113,450	121,300	129,100	136,900
Polk	51,550	58,900	66,250	73,600	79,500	85,400	91,300	97,200	103,050
Portage	55,550	63,450	71,400	79,300	85,650	92,000	98,350	104,700	111,000
Racine	54,500	62,300	70,100	77,850	84,100	90,350	96,550	102,800	109,000
St. Croix	68,500	78,250	88,050	97,800	105,650	113,450	121,300	129,100	136,900
Sauk	53,600	61,250	68,900	76,550	82,700	88,800	94,950	101,050	107,150
Sheboygan	48,650	55,600	62,550	69,450	75,050	80,600	86,150	91,700	97,250
Trempealeau	51,050	58,350	65,650	72,900	78,750	84,600	90,400	96,250	102,050
Vernon	49,500	56,550	63,600	70,650	76,350	82,000	87,650	93,300	98,900
Walworth	56,700	64,800	72,900	80,950	87,450	93,950	100,400	106,900	113,350
Washington	57,200	65,400	73,550	81,700	88,250	94,800	101,350	107,850	114,400
Waukesha	57,200	65,400	73,550	81,700	88,250	94,800	101,350	107,850	114,400
Waupaca	50,150	57,300	64,450	71,600	77,350	83,100	88,800	94,550	100,250
Winnebago	55,400	63,350	71,250	79,200	85,550	91,900	98,200	104,550	110,900
Wood	48,550	55,450	62,400	69,300	74,850	80,400	85,950	91,500	97,000

Income limits for the counties listed below are based on the 2024 Median Family Income for the Nonmetropolitan portions of the state.

Adams Ashland Barron Bayfield Buffalo Burnett Clark Crawford Florence Forest Green Lake
Iron Jackson Juneau Langlade Marinette Marquette Menominee Price
Richland Rock Rusk Sawyer Shawano Taylor Vilas Washburn Waushara

FAMILY SIZE:	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
Income:	48,550	55,450	62,400	69,300	74,850	80,400	85,950	91,500	97,000

WHEDA - 04/04/24

WISCONSIN MULTIFAMILY LENDING
Estimated Maximum Rent Limits at 80% of HUD Estimated 2024 County Median Income
Effective April 1, 2024

BEDROOM SIZE:	EFF.	ONE	TWO	THREE	FOUR	FIVE	SIX
COUNTY:							
Brown	1372	1470	1765	2038	2273	2509	2743
Calumet	1456	1560	1872	2163	2413	2663	2912
Chippewa	1391	1490	1788	2067	2306	2544	2782
Columbia	1395	1495	1793	2072	2312	2551	2790
Dane	1712	1834	2201	2543	2836	3130	3422
Dodge	1283	1375	1651	1907	2127	2348	2567
Door	1292	1385	1662	1920	2142	2363	2585
Douglas	1333	1428	1713	1980	2208	2437	2665
Dunn	1321	1415	1698	1963	2190	2416	2642
Eau Claire	1391	1490	1788	2067	2306	2544	2782
Fond du Lac	1340	1435	1722	1990	2220	2450	2678
Grant	1237	1325	1590	1837	2050	2261	2472
Green	1372	1470	1765	2038	2273	2509	2743
Iowa	1475	1580	1896	2190	2443	2696	2948
Jefferson	1406	1506	1807	2088	2328	2570	2810
Kenosha	1370	1467	1761	2035	2270	2504	2738
Kewaunee	1372	1470	1765	2038	2273	2509	2743
La Crosse	1377	1476	1771	2046	2282	2518	2755
Lafayette	1225	1312	1575	1820	2030	2240	2450
Lincoln	1268	1359	1631	1885	2102	2320	2537
Manitowoc	1213	1300	1560	1801	2010	2218	2425
Marathon	1327	1422	1707	1972	2200	2428	2655
Milwaukee	1430	1532	1838	2124	2370	2615	2860
Monroe	1213	1300	1560	1801	2010	2218	2425
Oconto	1308	1401	1682	1944	2168	2393	2617
Oneida	1248	1338	1606	1855	2070	2283	2497
Outagamie	1456	1560	1872	2163	2413	2663	2912
Ozaukee	1430	1532	1838	2124	2370	2615	2860
Pepin	1246	1335	1602	1851	2065	2278	2492
Pierce	1712	1834	2201	2543	2836	3130	3422
Polk	1288	1380	1656	1913	2135	2356	2576
Portage	1388	1487	1785	2061	2300	2538	2775
Racine	1362	1460	1752	2024	2258	2491	2725
St. Croix	1712	1834	2201	2543	2836	3130	3422
Sauk	1340	1435	1722	1990	2220	2450	2678
Sheboygan	1216	1303	1563	1806	2015	2223	2431
Trempealeau	1276	1367	1641	1895	2115	2333	2551
Vernon	1237	1325	1590	1837	2050	2261	2472
Walworth	1417	1518	1822	2105	2348	2591	2833
Washington	1430	1532	1838	2124	2370	2615	2860
Waukesha	1430	1532	1838	2124	2370	2615	2860
Waupaca	1253	1343	1611	1861	2077	2291	2506
Winnebago	1385	1484	1781	2059	2297	2534	2772
Wood	1213	1300	1560	1801	2010	2218	2425

Rent limits for the counties listed below are based on the 2024 Median Family Income for the Nonmetropolitan portions of the state.

Adams Ashland Barron Bayfield Buffalo Burnett Clark Crawford Florence Forest Green Lake
Iron Jackson Juneau Langlade Marinette Marquette Menominee Price
Richland Rock Rusk Sawyer Shawano Taylor Vilas Washburn Waushara

BEDROOM SIZE:	EFF.	ONE	TWO	THREE	FOUR	FIVE	SIX
Rents:	1213	1300	1560	1801	2010	2218	2425

Exhibit I- Infrastructure or Other Costs Excluded from Special Assessment

Sanitary Sewer System

Water System

Storm Sewer Conveyance System in road R/W and to storm water ponds

Street improvements on Employer's Blvd (pavement structure, curb, etc.) for City to accept additional dedicated right of way

Street Construction of Longtail Court (gravel, pavement, curb, etc.)

On/Off-street pedestrian accommodations

Construction of driveway connection from Longtail Ct to Humana parking lot

Public Storm Water Pond constructed north of Longtail Ct, on parcels WD-364-D-502 or WD-D0031

Public Storm Water Pond constructed on WD-2336

Engineering and design fees associated with infrastructure development

CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: May 13, 2025
Re: **Consideration and Possible Action for a Proposed Development Agreement Terms with Phoenix of De Pere, LLC for a 168-unit Multifamily Development located on the North Side of Employers Blvd (WD-364-D-502-2, WD-364-D-502, and portion of WD-D0031).***

This letter reviews the request for Tax Increment Financing (TIF) assistance for the Phoenix of De Pere, LLC project, located north of Employers Blvd on land previously owned by Humana and now owned by Preserve Development LLC. This marks the second iteration of a multi-family development proposed for this site. In August 2024, the Finance and Personnel Committee reviewed an application for a multi-family project that incorporated market-rate rental units, affordable/workforce housing units, condominiums, and townhomes. However, after receiving project bids, it became clear that the development was not financially feasible—even with TIF assistance. Additionally, integrating multi-family units and condominiums within the same building posed significant challenges for the developer. As a result, they now request assistance for a 168-unit multi-family development, with the potential for an additional 168 units in the future.

The redevelopment project consists of four phases, but this analysis and TIF request only evaluate the first two phases:

- Phase One: Two buildings, each containing 42 multi-family rental units, with at least 20% of units meeting WHEDA's definition of affordable housing for individuals and families under the 80% AMI threshold.
- Phase Two: Two additional buildings, each containing 42 units similar to Phase One, and a pool with a clubhouse is included at the conclusion of the fourth building.
- Phase Three: Two additional buildings, each containing 42 units similar to Phase One. (not part of this review)
- Phase Four: Two additional buildings, each containing 42 units similar to Phase One. (not part of this review)

A draft concept plan is attached for reference. For this review, staff analyzed Phase One based on:

- The financial pro forma of each project.
- The impact of Phase One on the TID's cash flow.



1. Project Summary

The following tables summarize the entire development project as proposed and as also illustrated in the attachments to this review letter.

Project Assessed Value Summary

According to the per-unit analysis, after the demolition, land purchases, and land dedications, the proposed redevelopment project is estimated to create approximately \$25,590,000 of new assessed value to TID No. 15 on the west side.

Project Summary and Assessed Value Impact

Description	Anticipated Approximate Construction (with inflationary factor)	Assumed Existing Value (Assumed \$800,000 Base Value)	Anticipated Future Building Value (Income Approach - factored NOI / 6.75% cap) *	Anticipated Future Increment Value
Phase 1 - Building 1 (January 1, 2027)	\$6,525,000	\$100,000	\$6,497,500	\$6,397,500
Phase 1 - Building 2 (January 1, 2027)	\$6,525,000	\$100,000	\$6,497,500	\$6,397,500
Phase 2 - Building 3 (January 1, 2028)	\$7,250,000	\$100,000	\$6,497,500	\$6,397,500
Phase 2 - Building 4 (January 1, 2029)	\$8,700,000	\$100,000	\$6,497,500	\$6,397,500
Total	\$29,000,000	\$400,000	\$25,990,000	\$25,590,000

Future Project - Not Part of this Analysis (for context only)

Phase 3 - Building 5 (January 1, 2031)	\$9,570,000	\$100,000		
Phase 3 - Building 6 (January 1, 2032)	\$10,150,000	\$100,000		
Phase 4 - Building 7 (January 1, 2033)	\$10,730,000	\$100,000		
Phase 4 - Building 8 (January 1, 2034)	\$11,600,000	\$100,000		
Total	\$42,050,000	\$400,000		

* Assessor states 6% to 6.25% is a likely target but staff listed 6.75% as a conservative value

** Garroman Drive Apts with attached garages at \$155,000 unit

Developer Sources and Uses of Funds – Multifamily

City staff has prepared a detailed analysis of the total development project's sources and uses of funds. The Developer and City staff have revised the proposed development pro forma to include approximately \$24,000,000 in permanent financing, representing 79% of loan-to-appraised value or 82.2% of construction costs, while requesting \$2,140,000 in TIF assistance. This request includes \$1,540,000 for a new road, \$600,000 in an upfront cash grant following the certificate of occupancy, and a \$1,300,000 Pay-As-You-Go (PAYGO) Municipal Revenue Obligation (MRO). The Developer will contribute the remaining \$2,860,000 in equity.

Staff notes that the Developer has requested an upfront cash grant to assist with the construction of public infrastructure. However, similar to other development projects in business park TIDs, the City should construct the infrastructure and not charge back the costs to the owner. This approach results in lower incentive costs and tax savings for the Developer due to the 2017 TCJA.

This proposed lending and financing structure aligns with mixed-use market-rate and affordable/workforce apartment projects. Typically, developers secure 65%–75% permanent financing of appraised value. When reviewing funding sources, it is crucial to ensure the project borrows as much as possible from lenders and investors, so they contribute reasonably given the expected market rate of return. If those sources are maximized but insufficient to cover project costs, a funding gap may exist—potentially filled by alternative sources such as TIF. However, if rising project costs, interest rates, or other factors prevent banks from fully financing the development despite the Developer maximizing lending, then a gap may be addressed via an upfront TIF cash grant or annual PAYGO TIF payment(s).

Following discussions with the Developer, the requested assistance is \$600,000 in an upfront cash grant, \$1,540,000 in infrastructure assistance, and \$1,300,000 in municipal revenue obligation to cash flow the project and the TID.

The total NPV supported by public funding and infrastructure is approximately 26.6% of the project's increment value. Typically, TIF assistance ranges between 12%–25% for similar development projects, depending on the project's parameters. The total NPV of public funding, including infrastructure, is 63% of the total increment generated over the life of the TID. However, when factoring in borrowing costs, the total public funding reaches approximately 98.3% of total generated income. This level of assistance is higher than typical greenfield developments but similar to the previously reviewed Shopko redevelopment.

The City should consider the broader community benefits, including the provision of units meeting WHEDA 80% income rent limits and a variety of housing ownership types and price points. Additionally, the road construction under this initial phase will establish critical infrastructure for Buildings 5-8 and the future townhome development at the cul-de-sac bulb.

2. Residential Growth

The first phase of the development will introduce 168 residential units to the community, featuring on-site parking and various amenities, such as a fitness center, pool, and other residential services. Future phases will expand the project with additional townhome units and four similar multi-family buildings, bringing the cumulative total to up to 336 rental units, with additional townhomes developed at a later stage. Given the scope of the later phases, separate funding and independent development agreements may be required.

3. Market Evaluation

City staff examined several market factors to determine if the entire proposed redevelopment project holds an appropriate amount of private equity so that any project incentives do not over-incentivize the Developer. These market factors include the projected stabilized and projected annual average Return on Equity (ROE), Return on Cost (ROC – also known as Yield on Cost, or Development Yield), and the Internal Rate of Return (IRR).

Initial Stabilized Year Return on Equity (ROE)

The initial stabilized year ROE is a simple tool used to assess short-term data and determine whether the projected income from a development justifies the associated risk to a developer. However, it has limitations, as it does not account for a multi-year investment period. Similar redevelopment projects typically aim for an 8%–12% initial year ROE within the first year of fully stabilized income. The annual average ROE is calculated by taking the project's net operating income over the investment period, subtracting total debt service payments, and dividing by initial investments, spread across the total number of years in the investment period. Historically, the annual average return on equity for real estate investments, including real estate mutual funds, has ranged from 10%–13% over the past few years. As part of this review, the Developer submitted a ten-year cash flow analysis, incorporating rent expense assumptions.

Return on Cost (ROC)/ Yield on Cost/Development Yield

Yield on cost, also known as return on cost, is a real estate metric that measures the profitability of a development or investment project. It is calculated by dividing the project's net operating income (NOI) by its total development or acquisition cost. The metric helps investors assess whether a project's income potential justifies its cost. A higher yield on cost indicates a more favorable return, while a lower yield may suggest the need for cost adjustments or higher projected revenue. Unlike IIR and capitalization rate (cap rate), which is based on market value, yield on cost is based on the actual cost of development, making it a useful tool for evaluating feasibility before a project is completed. For the purposes of this review, the targeted return on cost ranges between 6.5 and 8.0%

Internal Rate of Return (IRR)

Levered IRR represents the total value of all cash flows from a project, where the initial equity investment is expressed as a negative number, combined with the income generated through operations, the sale value at the end of the investment period, minus the remaining loan balance and any assumed losses in sales proceeds due to transaction costs. If the project generates sufficient cash flow upon sale to provide investors with a competitive rate of return, investment capital should be available.

Individual leveraged IRR reports can fluctuate significantly year to year, as they are based on reported sales data. When analyzing the past 20 years of real estate investment trust (REIT) annual average data and comparing it to recent trends, the expected range is approximately 10-12%. However, when evaluating investment projects in midwestern suburban markets, an anticipated levered IRR for a mixed-use project typically falls within the 12-15% range.

In short, higher rental income leads to a higher IRR, making market-rate projects more profitable to investors than unassisted affordable/workforce housing. Additionally, the levered IRR review process accounts for the project's value at the end of the investment period, since net sale proceeds also flow to investors. This analysis includes an assumed loss in sales proceeds due to real estate transaction costs.

Unlevered IRR (also called project IRR) measures the investment’s return without considering debt financing. It evaluates the overall project’s profitability, looking at total cash flows before subtracting debt-related expenses. This gives a pure measure of the asset’s performance, independent of how it’s financed. The City does not typically evaluate unlevered IRR since we review a project against a financing structure before we provide incentives.

4. Tax Increment District Infrastructure

The infrastructure costs include but are not limited to the construction of 1,400 linear feet of new street construction, a regional stormwater, and a water line relocation at an estimated cost of \$1,560,000.

5. General Developer Terms and Obligations:

Parcel ID: WD-364-D-502-2, WD-364-D-502, and portion of WD-D0031

Parties: Phoenix of De Pere, LLC and City of De Pere

Purpose: Create new public infrastructure and develop several new residential projects over the remaining life of the TID.

Phase 1 Proposed Development: Construction of four (4), 42-unit market rate and workforce housing apartments. The concept plan is included as Exhibits A and B. The conceptual development summary is as follows:

Market Evaluation Summary: The Developer and City identified an initial funding gap of \$2,860,000 to \$4,000,000, depending on the required rate of return for bank financing. To address this, the Developer is requesting \$3,460,000 in assistance, structured as follows: \$600,000 in an upfront cash grant, \$1,560,000 for public infrastructure, and a second mortgage backed by a \$1,300,000 Municipal Revenue Obligation (MRO). Given the public benefits—including the creation of much-needed housing, an increased tax base, and the redevelopment of underutilized land—the use of TIF to bridge the funding gap can be justified.

The City calculated that the proposed redevelopment project, with the requested TIF assistance, would achieve a 12.26% leveraged IRR and a stabilized ROE of 11%, which aligns with market averages but are on the lower for expected rates of return but it want the TID is able to support.

A “stress test” was conducted to assess the impact of removing the upfront incentive and public infrastructure, while increasing borrowing and equity to close the gap. This scenario resulted in an estimated 8.5% IRR and a stabilized ROE of 6.1%. Further removal of the PAYGO MRO reduced the projected rate of return to 7.0% IRR and 3.9% ROE, respectively.

These findings indicate that the project realistically requires financing assistance to remain attractive to investors and ensure the development can move forward.

Staff notes that the current proforma shows the one and two-bedroom units below the WHEDA limits for those at or below the 80% threshold, and the three-bedroom units are only \$62 a month more than the

WHEDA threshold. However, the market can change, thus the need to ensure the workforce reservation in exchange for removing Look Back provisions in an income-generating property.

Assumptions: Residential Apartment

1: Two, 42-unit Apartment Buildings (Phase 1) – January 1, 2027

2: Two, 42-unit Apartment Buildings (Phase 2) – Estimated January 1, 2029

Vacancy:	90% Y1/50% Y2/20% Y3/5.5% Stabilized
Lease Rates Inflation:	2% annually
Expense Rate Inflation:	2% annually
Mortgage Information:	Apartment 25 Year private mortgage at 6.99%

Parking Allocation/Placement: Surface and garage parking

Sale Value Cap Rate: 7%

Property Appreciation Rate: 2%

Annual Tax Rate Appreciation: -2%

Annual Tax Payment: See attached Exhibit C

Annual MRO Payment: See attached Exhibit D

Developer Obligations

1. Timelines:

- a. Secure zoning and site plan approvals by August 31, 2025.
- b. Commence construction of building 1 by December 1, 2025.
- c. Complete Construction by the following dates:
 - i. Building 1: December 31, 2026
 - ii. Building 2: December 31, 2026
 - iii. Building 3: December 31, 2028
 - iv. Building 4: December 31, 2028
- d. Final assessed value by January 1, 2027.
 - i. Building 1: January 1, 2027
 - ii. Building 2: January 1, 2027
 - iii. Building 3: January 1, 2029
 - iv. Building 4: January 1, 2029

2. Site Plan: A conceptual or conditionally approved site plan shall be included with the development agreement. Site plans shall include areas identified as Dedicated to the Public (stormwater, road rights-of-way).

3. Certified Survey Map (CSM)/Plat: The Developer, at its own expense, shall prepare a CSM identifying areas to be Dedicated to the Public (DTTP) including roadways and stormwater,

proposed parcel(s), and future parcel lines necessary for TID Boundary Amendment.

4. **Assessed Value and Tax Revenue:** Since the City is borrowing funds for the Cash Grant and Infrastructure, the project must include a Guaranteed Minimum Annual Tax Increment Revenue Payment (tax payment) as outlined above. The City will assess the Development Project in accordance with the real estate valuation requirements for similar mixed commercial properties under Wis. Stats §70.32. The Total Project Grant is based on the completed Redevelopment Project achieving an Assessed Value equal to the Guaranteed Value for real property tax purposes, which shall be no less than \$25,850,000 by 2030. However, under no circumstances shall the annual tax value be lower than the schedule in Exhibit C attached.

The Developer and/or unit owners must make a Payment In Lieu of Tax to the City (the “Deficit Payment”), equal to the difference in taxes that should have been collected due to any shortfall in annual tax increment revenue. Additionally, the Developer must provide the City Assessor, upon request, with any financial information or documentation—including, but not limited to, income and expense statements—regarding the Subject Property.

5. **Parking:** Minimum parking for residential uses shall be provided by the Developer consistent with the rates in the zoning code.
6. **Development Incentive – PAYGO:** Secure second/separate mortgage or other financing to be backed with a Municipal Revenue Obligation as defined in the City Obligations section of this term sheet. The amount of the privately funded TIF Note shall be in the amount of \$1,300,000 for a period of 15 years based on the Exhibit D attached. Due to partial project valuation in 2028 and 2029 revenue years, the MRO shall be structures as principal only until full value revenue in 2030.
7. **Sidewalks/Trails:** Public sidewalks shall be the responsibility of the City and sidewalks and trails located on private property shall be the responsibility of the Developer.
8. **Water Infrastructure Analysis:** The developer shall conduct an infrastructure analysis and create a plan for waterline relocation for future phases. Analysis and plan shall be submitted to the Engineering Division for review and cost estimating.
9. **Employers Blvd Dedication:** Submit as-built drawings or other documented specifications of the approximately 600’ of Employers Blvd for review by the City Engineering Division. If deemed acceptable by the City Engineering Division, Developer shall dedicate ROW and infrastructure to the City.
10. **Workforce Housing:** Developer agrees that during the life of the District, twenty percent (20%) of the available residential units in each building (8 units) shall be made available to households with incomes not exceeding eighty percent (80%) of Brown County median income, adjusted for household size (“Qualified Households”). Further details of the requirements that could be included are illustrated in exhibits E-H Exhibit E attached.

General City Obligations:

1. **Street and Stormwater Infrastructure:** Upon receipt of lands illustrated in the concept plan, work with the Developer to design and construct the new street, stormwater, and water line relocation in accordance with the terms listed in this review letter at a cost of approximately \$1,560,000 attributable to the Tax Increment District. Construction shall be completed before the certificate of occupancy of the first rental apartment and condominium building.
2. **Amend TID No. 15:** City shall amend TID No. 15 to include a newly defined parcel line based on the Developers CSM.
3. **Incentives:** provide incentives to each project based on the terms outlined in each specific site and the general terms below:
 - a. **Developer Project Cost Reimbursement Grant.** City shall provide the Developer a grant of \$600,000 to reimburse Project Costs incurred by the Developer. Such grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified the final project costs, which such review shall not be unreasonably withheld or delayed. However, at no point shall an individual project grant be issued prior to September 1 of the subject year unless the Developer notifies the City by October of the preceding year that they expect to complete the applicable Project Phase between January 1 and July 31 of the subject year. The development agreement shall stipulate the total initial development costs and the Development Services Director shall review the total costs to ensure the total project costs are substantially similar to the estimated costs. Substantially similar shall be defined as $\pm$ five percent of the estimated project costs. The City and the Developer may request to renegotiate the project cost reimbursement grant for final project costs that are greater than or less than five percent of the estimated project costs.
 - b. **Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO):** City and Developer shall enter into an MRO with a principal value of \$1,300,000.
 - i. The MRO shall be issued on November 1st following the date the City has received revenue from the fully assessed and complete development.
 - ii. The MRO shall bear interest at a fixed annual rate equal to the 10-year treasury note at the time of agreement.
 - iii. First payment on the MRO shall be issued on the same date as the issuance of the MRO.
 - iv. Subsequent annual payment of the MRO shall be on or before November 1. On each of the payment dates, the City shall pay to the Developer the PAYGO Project Grant up to the scheduled payment as shown on the MRO.
 - v. The City reserves the right to make advance payments on the MRO upon mutual consent of the developer.
 - vi. Debt payments on the Project Cost Reimbursement Grant take priority over the PAYGO Project Grant; therefore, If the City is unable to make a full scheduled MRO payment due to the value of the building, mill rate changes, or any other unforeseen changes presented by the Developer, State, etc., the unpaid

principal may be carried forward at the interest rate identified above; however, the unpaid interest shall not be carried forward.

- vii. The MRO may be assigned to any lender providing financing to the project upon notice of such assignment. The Developer may elect for the City to pay directly to such lender the scheduled payment amounts under the MRO.
 - viii. The TID shall not terminate until the aggregate principle in the amount of \$1,300,000 plus annual interest at the rate required by the Agreement has been paid or the district must be terminated by law, whichever occurs first.
 - ix. Should the cumulative total of the Development Incentive not reach the \$1,300,000 threshold, then the City would not be responsible for the remaining balance since the Developer did not incur the necessary tax expense due to decreasing mill rates or other factors impacting the operating expenses.
- c. Projects receiving assistance will be subject to a “look back” provision. The look back mandates a developer to provide the City or its financial advisor with evidence of its annualized cumulative internal rate of return on the investment (IRR) at specified periods of time (5-years) and (10 years) after project completion. The IRR shall be calculated with equity, revenues, and expenses in accordance with generally accepted accounting principles. If look-back provisions are included the typical standards should apply.
- i. When the Developer owns the subject property and rents space to tenants, supporting documentation shall include without limitation certified records of project costs and revenues including lease agreements and sales on a per square foot basis. If the records indicate that the Developer received a metric rate of return larger than originally proposed to the City at the time of development agreement, the Developer and the City at the time of the development agreement, the Developer and the City shall amend the future PAYGO agreements necessary to return the metric to the capped target below.
 - ii. When the subject property is a for-sale development and the IRR cannot be completed, the Developer shall provide financial data after the project is completed to include a calculation of profit on total development costs and revenue. If the records indicate that the Developer has received a metric rate of return than originally proposed to the City at the time of the development agreement, the Developer and the City shall amend the future PAYGO agreements necessary to return the metric to the capped target below.
 - iii. The amount of assistance provided to a developer will be limited to the amount necessary to provide the developer a reasonable rate of return on investment; however, in no case shall the internal rate of return exceed 20%.
 - iv. The look-back provision will be removed if the developer elects to enter into an workforce housing agreement with the City organization ensuring workforce units for a set period of time.

Exhibit A: Site

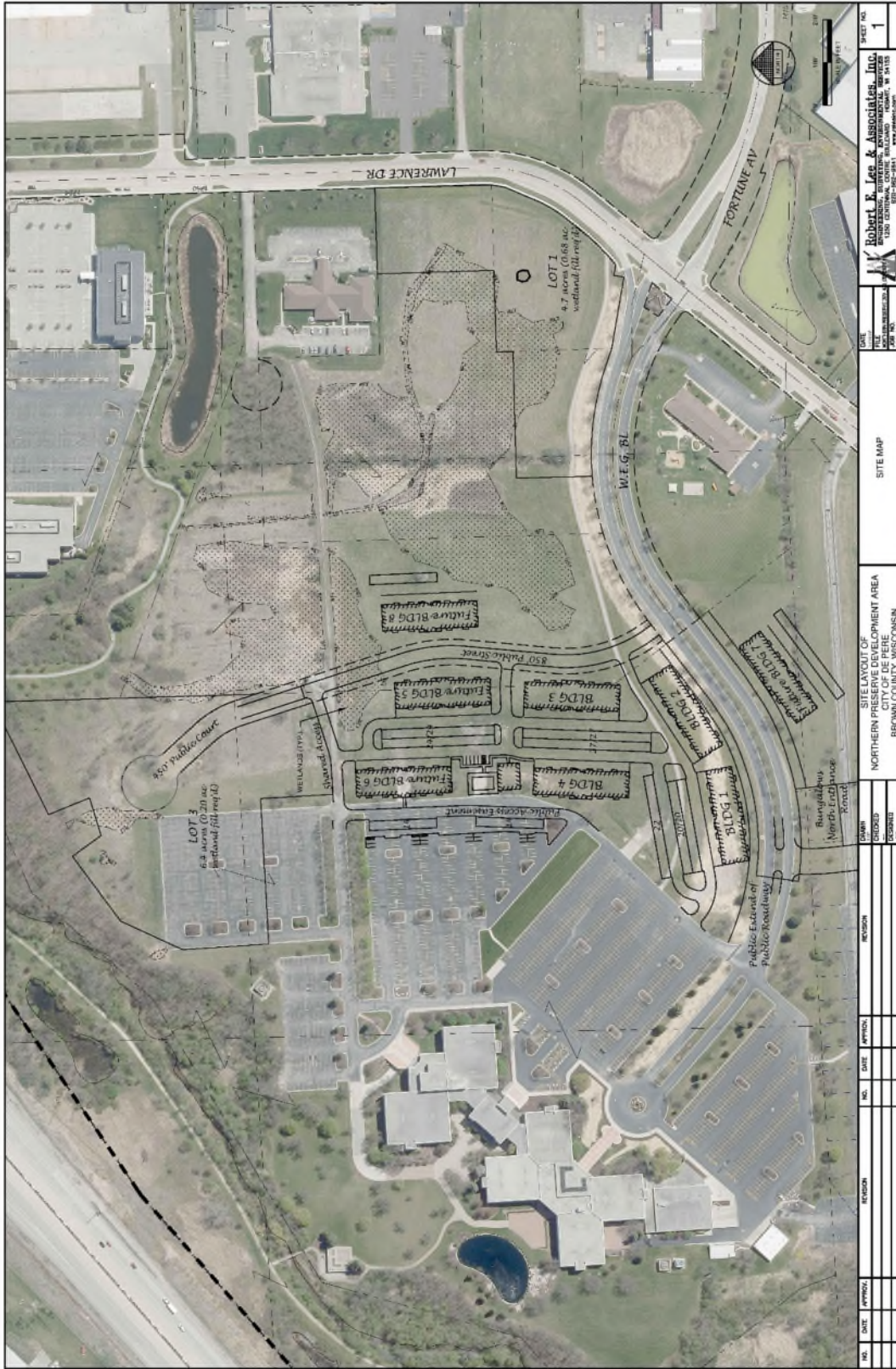


Exhibit B: Phase and Infrastructure Map

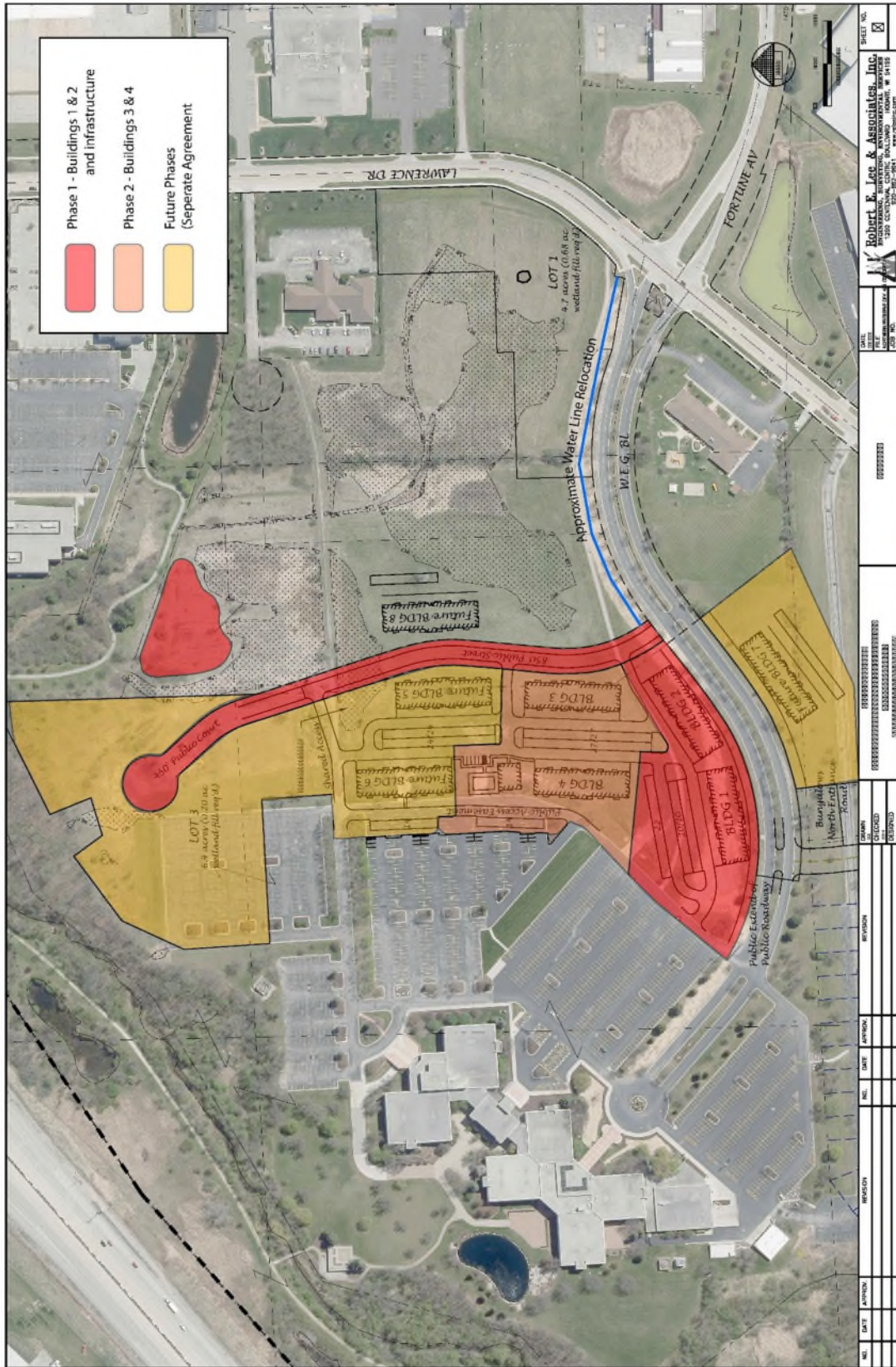


Exhibit C - Minimum Tax Payment Schedule Summary

Minimum Tax Payment Schedule Summary			
TID Revenue Year	Phoenix of De Pere, LLC Buildings 1-4		
	Base Value Tax Revenue (Assumed \$800,000 Land Value)	Minimum Increment Value Tax Revenue	Minimum Total Tax Payment
2022	\$0	\$0	
2023	\$0	\$0	
2024	\$0	\$0	
2025	\$0	\$0	
2026	\$0	\$0	
2027	\$5,670	\$46,161	\$51,830
2028	\$5,556	\$181,633	\$187,189
2029	\$5,445	\$225,893	\$231,338
2030	\$5,336	\$355,927	\$361,263
2031	\$5,229	\$355,889	\$361,119
2032	\$5,125	\$355,849	\$360,974
2033	\$5,022	\$355,808	\$360,830
2034	\$4,922	\$355,764	\$360,686
2035	\$4,823	\$355,718	\$360,541
2036	\$4,727	\$355,670	\$360,397
2037	\$4,632	\$355,621	\$360,253
2038	\$4,540	\$355,569	\$360,109
2039	\$4,449	\$355,516	\$359,965
2040	\$4,360	\$355,461	\$359,821
2041	\$4,273	\$355,404	\$359,677
Total			

Principal only partial year payments

First year of full assessed value

Assumptions:

Based Assessed Value (calculated as a percent of parent parcel, assumes split)	\$	400,000
Assumed Annual Mill Rate Change Over the Life of the TID		-2.00%
Assessed Value	\$	25,990,000
Assessed Increment Value	\$	25,590,000
Property Appreciation Rate		2.00%

Exhibit D- PAYGO Municipal Revenue Obligation (MRO) DRAFT

Final to be prepared with MRO execution after Certificate of Occupancy with first building(s)

PAYGO Municipal Revenue Obligation (MRO)				DRAFT		
Parcel ID:		Multiple				
Owner/Developer:		Phoenix of De Pere, LLC				
Created/Revised:		5/6/2025				
Principal: (rounded to \$5,000) \$1,300,000 Interest Rate*:4.30% Term (Years):14 # of Principal Payments:14 Date of Issue:11/1/2027						
Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2020	0	\$0	\$0	\$0	\$0	\$0
2021	0	\$0	\$0	\$0	\$0	\$0
2022	0	\$0	\$0	\$0	\$0	\$0
2023	0	\$0	\$0	\$0	\$0	\$0
2024	0	\$0	\$0	\$0	\$0	\$0
2025	0	\$0	\$0	\$0	\$0	\$0
2026	0	\$0	\$0	\$0	\$0	\$0
2027	1	\$0	\$0	\$0	\$0	\$0
2028	1	\$1,300,000	\$69,619	\$0	\$69,619	\$0
2029	2	\$1,230,381	\$72,613	\$0	\$72,613	\$0
2030	3	\$1,157,767	\$75,735	\$49,784	\$125,519	\$0
2031	4	\$1,082,032	\$78,992	\$46,527	\$125,519	\$0
2032	5	\$1,003,040	\$82,389	\$43,131	\$125,519	\$0
2033	6	\$920,651	\$85,932	\$39,588	\$125,519	\$0
2034	7	\$834,719	\$89,627	\$35,893	\$125,519	\$0
2035	8	\$745,093	\$93,480	\$32,039	\$125,519	\$0
2036	9	\$651,612	\$97,500	\$28,019	\$125,519	\$0
2037	10	\$554,112	\$101,693	\$23,827	\$125,519	\$0
2038	11	\$452,420	\$106,065	\$19,454	\$125,519	\$0
2039	12	\$346,354	\$110,626	\$14,893	\$125,519	\$0
2040	13	\$235,728	\$115,383	\$10,136	\$125,519	\$0
2041	14	\$120,345	\$120,345	\$5,175	\$125,519	\$0
Total			\$1,300,000	\$348,467	\$1,648,467	\$0

DE PERE



Principal only partial year payments

First year of full assessed value

Exhibit E- EXAMPLE Workforce/Affordable Housing Requirements

Subject to Final Development Agreement Revisions

Workforce Housing Obligation.

1. Income and Rent Level. Developer, for a period of 15 years after full occupancy of all buildings (anticipated 2030), shall rent or reserve for rent at least 20% of the units in each building dedicated to workforce housing. Of those 20% of units, no fewer than four (4) units shall be for one-bedroom units, no fewer than three (3) units shall be for two-bedroom units, and no fewer than one (1) unit shall be for three-bedroom units except as provided in subsection (TBD), rent levels shall not exceed those rent levels considered affordable for a household earning at or below 80% of the area median income, adjusted for family size, as determined by the most recent fiscal year data published by the Department of Housing and Urban Development ("HUD") or Wisconsin Housing and Economic Development Authority ("WHEDA"). Each individual building is subject to these standards as they received certificate of occupancy; however, The minimum 15-year period established hereunder shall commence after the certificate of occupancy of the fourth building but shall be no later than January 1, 2030.
2. Students.
No unit reserved under this section may be occupied by a single tenant that is a full-time student or, if occupied by multiple tenants, by more than one tenant that is a full-time student. For purposes of this section, a "full-time student" is a student enrolled in a postsecondary education program with a class schedule of 12 or more semester or quarter hours, but does not include any person 24 years of age or older or a person meeting the criteria under 26 USC Sec 42(i)(3)(D) or 24 CFR 5.612.
3. Permissible Income and Rent Level Increase.
Provided a unit is initially rented to tenants in conformity with subsections (TBD) and (TBD) any such unit may continue to be occupied by a qualified tenant or tenants whose earnings have increased up to 100% of the Adjusted Area Median Income with rent levels increased accordingly. Upon receipt of information that a tenant has earned greater than 100% of the Area Median Income based on family size, Developer shall provide 120 days written notice to the tenant(s) with a copy to the City, that the threshold has been exceeded and that; (i) that upon earning greater than 100% of Adjusted Area Median Income, rent will be increased to full market rent; or (ii) the tenant, upon earning greater than 100% of Adjusted Median Income, the tenant will be required to vacate the Workforce Housing Unit. Under the previous scenarios, the next available comparable unit in that building shall be made available for workforce housing to comply the ratio requirements in Section 1.
4. Certification.
Beginning January 31, 2030, no later than January 31 of each year thereafter for the duration of this Workforce Housing Obligation, Developer shall provide the City with completed owner and renter certifications in the forms provided in Exhibits "F" and "G" respectively, for the prior calendar year, demonstrating that Developer has complied with the obligations under this

Exhibit E- EXAMPLE Workforce/Affordable Housing Requirements

Subject to Final Development Agreement Revisions

section. The City shall have the right to conduct an independent audit of Developer's records to verify compliance with Developer's Workforce Housing Obligation and Developer shall promptly provide any and all information reasonably necessary for the City to conduct such audit. The City shall be responsible for the cost of any independent audit unless the audit uncovers a violation of this Agreement not previously disclosed by Developer prior to the City's determination to conduct such audit in which instance the cost of the audit shall be paid by Developer. If such costs are not paid within thirty (30) days of the City providing an invoice for such costs, the City may collect payment as a special charge against the Property under Wis. Stats. §66.0627.

5. Violation of Workforce Housing Obligation.

For each unit required to be reserved for Workforce Housing that is rented in violation of this Agreement, Developer shall pay the City the difference between the difference of the market rate advertised rent and the maximum allowable rent based on family size for each month such unit is rented in violation of Developer's Workforce Housing obligation. It is agreed that the payment required under this subsection is not a penalty but instead represents damages to the City relating to its cost in providing that portion of the financing this Agreement as it relates to the Workforce Housing Obligation and the withdrawal of the City's "Lookback Provision". If such charges are not paid within thirty (30) days of the City providing an invoice for such costs, the City may collect payment as a special charge against the Property under Wis. Stats. §66.0627. Charges will be placed in the City's Housing Affordability Fund

Exhibit F- Workforce Housing Compliance Certificate

WITNESSETH, that on this _____ day of _____ of _____, the undersigned, having borrowed or accepted certain funds or other incentives from the CITY OF DE PERE, WISCONSIN (the "CITY") for the purpose of acquiring and constructing a multi-family housing development (the "Project") qualifying in whole or in part as "Workforce Housing" within the meaning of a Development Agreement dated _____, 2024 between _ Phoenix of De Pere, LLC and the City of De Pere. The Developer does hereby certify that (i) during the preceding year the Project was continually in compliance with the Development Agreement and the Workforce Housing Obligation as demonstrated on the attached compliance report, (or if the Project was not continually in compliance, each unit that was rented contrary to the Workforce Housing obligation and the dates each such unit was rented contrary to the Workforce Housing Obligation is correctly identified on the attached non-compliance report) (ii) on the last day of the preceding year _____ of the units in the Project were actually occupied by Low or Moderate Income Tenants earning 80% of the area median income, and (iii) that the representations set forth herein are true and correct to the best of the undersigned's knowledge and belief.

By: _____

Exhibit G- EXAMPLE Income Computation and Certification

TO THE APPLICANT: You have applied to rent an apartment which the owner has agreed to rent only to qualified low and moderate income persons. To see if you qualify, you must provide the following information in a sworn certificate. The information will be kept confidential by the owner and the owner's employees, except as necessary to prove to government officials, that you qualify. A separate Income Computation and Certification must be completed for each household (includes all persons who will live in the apartment). You should read each item carefully, and provide the information requested truthfully and fully, because making false statements under oath may subject you to criminal penalties.

1. Provide the following information for each member of your household:

Name (Last, First, MI)	Relationship to Head of Household/Applicant	D.O.B	Place of Employment

2. Students

Will all your household members be full-time students during five months of this calendar year at school or schools (other than a correspondence school) with regular faculty, curriculum, and students? YES ☐ NO ☐

3. Household Income Verification

The owner must obtain from you a detailed breakdown of your household income as reported in your most recent federal tax return to determine eligibility.

Total Gross Household Income \$ _____
(Please attach a copy of the summary page of your most recent tax return)

4. Certifications

I/We, the undersigned, being first duly sworn, certify that the information and statements provided above are true and complete to the best of my/our knowledge and belief, and I/we consent to release such information for the purposes described above. I/We understand that providing false information or making false statements under oath may subject me/us to criminal penalties.

Head of Household

Name (Print)

Signature

Date

Co-Head of Household

Name (Print)

Signature

Date

Subscribed and sworn to before me under oath this ____ day of _____, 20__

Notary Public, State of Wisconsin

My Commission: _____

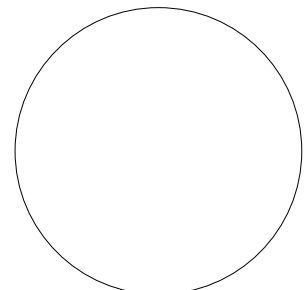


Exhibit H- Current Estimated Maximum Family Income Limits at 80% of HUD Estimated 2024

County Median Income

WISCONSIN MULTIFAMILY LENDING
Estimated Maximum Family Income Limits at 80% of HUD Estimated 2024 County Median Income
Effective April 1, 2024

FAMILY SIZE:	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
COUNTY:									
Brown	54,900	62,750	70,600	78,400	84,700	90,950	97,250	103,500	109,750
Calumet	58,250	66,600	74,900	83,200	89,900	96,550	103,200	109,850	116,500
Chippewa	55,650	63,600	71,550	79,500	85,900	92,250	98,600	104,950	111,300
Columbia	55,800	63,800	71,750	79,700	86,100	92,500	98,850	105,250	111,600
Dane	68,500	78,250	88,050	97,800	105,650	113,450	121,300	129,100	136,900
Dodge	51,350	58,700	66,050	73,350	79,250	85,100	91,000	96,850	102,700
Door	51,700	59,100	66,500	73,850	79,800	85,700	91,600	97,500	103,400
Douglas	53,350	60,950	68,550	76,150	82,250	88,350	94,450	100,550	106,600
Dunn	52,850	60,400	67,950	75,500	81,550	87,600	93,650	99,700	105,700
Eau Claire	55,650	63,600	71,550	79,500	85,900	92,250	98,600	104,950	111,300
Fond du Lac	53,600	61,250	68,900	76,550	82,700	88,800	94,950	101,050	107,150
Grant	49,500	56,550	63,600	70,650	76,350	82,000	87,650	93,300	98,900
Green	54,900	62,750	70,600	78,400	84,700	90,950	97,250	103,500	109,750
Iowa	59,000	67,400	75,850	84,250	91,000	97,750	104,500	111,250	117,950
Jefferson	56,250	64,250	72,300	80,300	86,750	93,150	99,600	106,000	112,400
Kenosha	54,800	62,600	70,450	78,250	84,550	90,800	97,050	103,300	109,550
Kewaunee	54,900	62,750	70,600	78,400	84,700	90,950	97,250	103,500	109,750
La Crosse	55,100	63,000	70,850	78,700	85,000	91,300	97,600	103,900	110,200
Lafayette	49,000	56,000	63,000	70,000	75,600	81,200	86,800	92,400	98,000
Lincoln	50,750	58,000	65,250	72,500	78,300	84,100	89,900	95,700	101,500
Manitowoc	48,550	55,450	62,400	69,300	74,850	80,400	85,950	91,500	97,000
Marathon	53,100	60,700	68,300	75,850	81,950	88,000	94,100	100,150	106,200
Milwaukee	57,200	65,400	73,550	81,700	88,250	94,800	101,350	107,850	114,400
Monroe	48,550	55,450	62,400	69,300	74,850	80,400	85,950	91,500	97,000
Oconto	52,350	59,800	67,300	74,800	80,750	86,750	92,750	98,750	104,700
Oneida	49,950	57,100	64,250	71,350	77,100	82,800	88,500	94,200	99,900
Outagamie	58,250	66,600	74,900	83,200	89,900	96,550	103,200	109,850	116,500
Ozaukee	57,200	65,400	73,550	81,700	88,250	94,800	101,350	107,850	114,400
Pepin	49,850	57,000	64,100	71,200	76,900	82,600	88,300	94,000	99,700
Pierce	68,500	78,250	88,050	97,800	105,650	113,450	121,300	129,100	136,900
Polk	51,550	58,900	66,250	73,600	79,500	85,400	91,300	97,200	103,050
Portage	55,550	63,450	71,400	79,300	85,650	92,000	98,350	104,700	111,000
Racine	54,500	62,300	70,100	77,850	84,100	90,350	96,550	102,800	109,000
St. Croix	68,500	78,250	88,050	97,800	105,650	113,450	121,300	129,100	136,900
Sauk	53,600	61,250	68,900	76,550	82,700	88,800	94,950	101,050	107,150
Sheboygan	48,650	55,600	62,550	69,450	75,050	80,600	86,150	91,700	97,250
Trempealeau	51,050	58,350	65,650	72,900	78,750	84,600	90,400	96,250	102,050
Vernon	49,500	56,550	63,600	70,650	76,350	82,000	87,650	93,300	98,900
Walworth	56,700	64,800	72,900	80,950	87,450	93,950	100,400	106,900	113,350
Washington	57,200	65,400	73,550	81,700	88,250	94,800	101,350	107,850	114,400
Waukesha	57,200	65,400	73,550	81,700	88,250	94,800	101,350	107,850	114,400
Waupaca	50,150	57,300	64,450	71,600	77,350	83,100	88,800	94,550	100,250
Winnebago	55,400	63,350	71,250	79,200	85,550	91,900	98,200	104,550	110,900
Wood	48,550	55,450	62,400	69,300	74,850	80,400	85,950	91,500	97,000

Income limits for the counties listed below are based on the 2024 Median Family Income for the Nonmetropolitan portions of the state.

Adams Ashland Barron Bayfield Buffalo Burnett Clark Crawford Florence Forest Green Lake
Iron Jackson Juneau Langlade Marinette Marquette Menominee Price
Richland Rock Rusk Sawyer Shawano Taylor Vilas Washburn Waushara

FAMILY SIZE:	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
Income:	48,550	55,450	62,400	69,300	74,850	80,400	85,950	91,500	97,000

WHEDA - 04/04/24

Exhibit H- Current Estimated Maximum Family Income Limits at 80% of HUD Estimated 2024

County Median Income

WISCONSIN MULTIFAMILY LENDING							
Estimated Maximum Rent Limits at 80% of HUD Estimated 2024 County Median Income							
Effective April 1, 2024							
BEDROOM SIZE:	EFF.	ONE	TWO	THREE	FOUR	FIVE	SIX
COUNTY:							
Brown	1372	1470	1765	2038	2273	2509	2743
Calumet	1456	1560	1872	2163	2413	2663	2912
Chippewa	1391	1490	1788	2067	2306	2544	2782
Columbia	1395	1495	1793	2072	2312	2551	2790
Dane	1712	1834	2201	2543	2836	3130	3422
Dodge	1283	1375	1651	1907	2127	2348	2567
Door	1292	1385	1662	1920	2142	2363	2585
Douglas	1333	1428	1713	1980	2208	2437	2665
Dunn	1321	1415	1698	1963	2190	2416	2642
Eau Claire	1391	1490	1788	2067	2306	2544	2782
Fond du Lac	1340	1435	1722	1990	2220	2450	2678
Grant	1237	1325	1590	1837	2050	2261	2472
Green	1372	1470	1765	2038	2273	2509	2743
Iowa	1475	1580	1896	2190	2443	2696	2948
Jefferson	1406	1506	1807	2088	2328	2570	2810
Kenosha	1370	1467	1761	2035	2270	2504	2738
Kewaunee	1372	1470	1765	2038	2273	2509	2743
La Crosse	1377	1476	1771	2046	2282	2518	2755
Lafayette	1225	1312	1575	1820	2030	2240	2450
Lincoln	1268	1359	1631	1885	2102	2320	2537
Manitowoc	1213	1300	1560	1801	2010	2218	2425
Marathon	1327	1422	1707	1972	2200	2428	2655
Milwaukee	1430	1532	1838	2124	2370	2615	2860
Monroe	1213	1300	1560	1801	2010	2218	2425
Oconto	1308	1401	1682	1944	2168	2393	2617
Oneida	1248	1338	1606	1855	2070	2283	2497
Outagamie	1456	1560	1872	2163	2413	2663	2912
Ozaukee	1430	1532	1838	2124	2370	2615	2860
Pepin	1246	1335	1602	1851	2065	2278	2492
Pierce	1712	1834	2201	2543	2836	3130	3422
Polk	1288	1380	1656	1913	2135	2356	2576
Portage	1388	1487	1785	2061	2300	2538	2775
Racine	1362	1460	1752	2024	2258	2491	2725
St. Croix	1712	1834	2201	2543	2836	3130	3422
Sauk	1340	1435	1722	1990	2220	2450	2678
Sheboygan	1216	1303	1563	1806	2015	2223	2431
Trempealeau	1276	1367	1641	1895	2115	2333	2551
Vernon	1237	1325	1590	1837	2050	2261	2472
Walworth	1417	1518	1822	2105	2348	2591	2833
Washington	1430	1532	1838	2124	2370	2615	2860
Waukesha	1430	1532	1838	2124	2370	2615	2860
Waupaca	1253	1343	1611	1861	2077	2291	2506
Winnebago	1385	1484	1781	2059	2297	2534	2772
Wood	1213	1300	1560	1801	2010	2218	2425

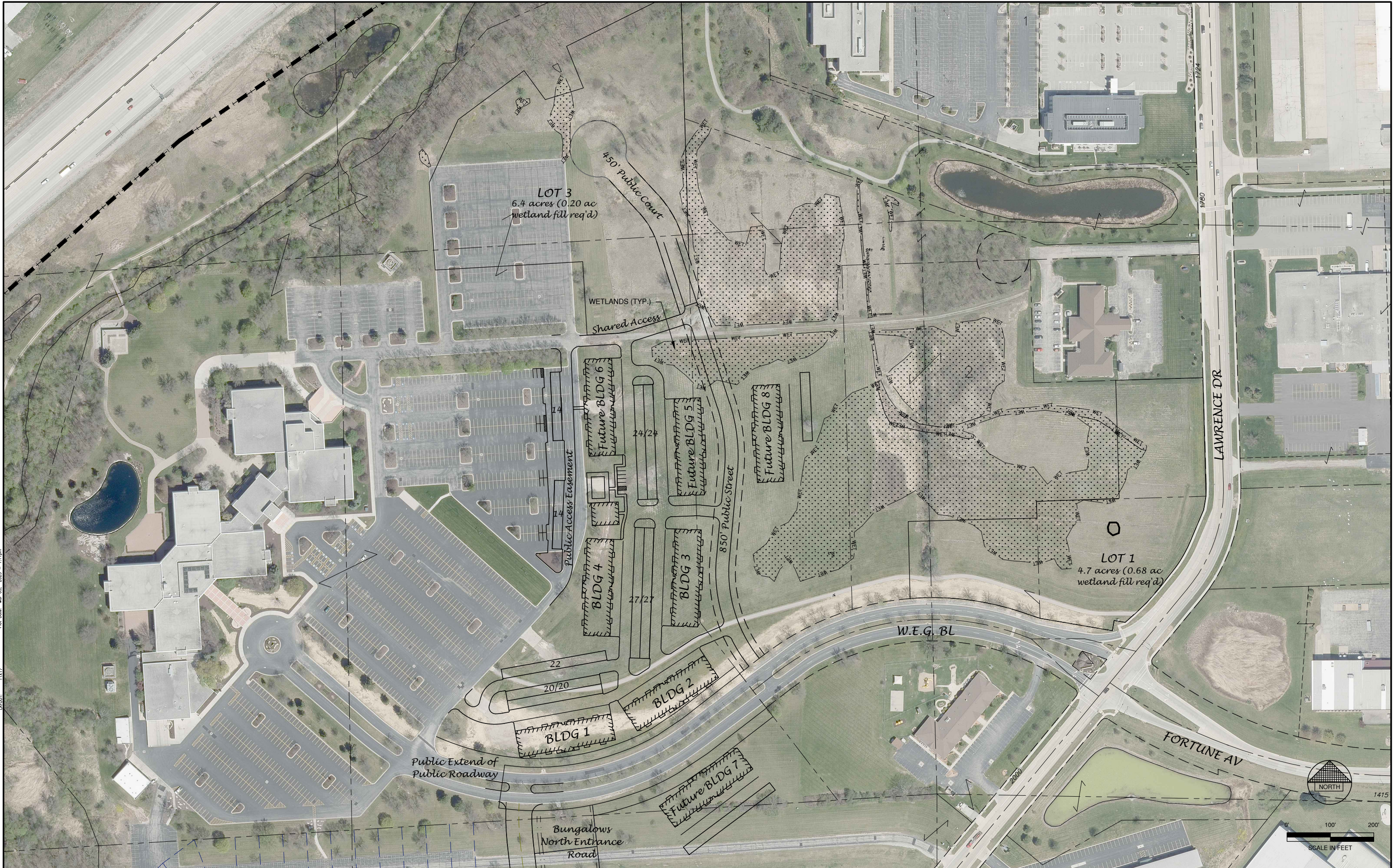
Rent limits for the counties listed below are based on the 2024 Median Family Income for the Nonmetropolitan portions of the state.

Adams Ashland Barron Bayfield Buffalo Burnett Clark Crawford Florence Forest Green Lake
 Iron Jackson Juneau Langlade Marinette Marquette Menominee Price
 Richland Rock Rusk Sawyer Shawano Taylor Vilas Washburn Waushara

BEDROOM SIZE:	EFF.	ONE	TWO	THREE	FOUR	FIVE	SIX
Rents:	1213	1300	1560	1801	2010	2218	2425

File: R:\6200\6241\6241001\NORTHERN PRESERVE DEV_42a_concept 1.dwg
Plot Date: Mar 03, 2023 - 11:11 pm

LAWYER: 11X17



NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION
DRAWN LLP							
CHECKED							
DESIGNED							
JGS							

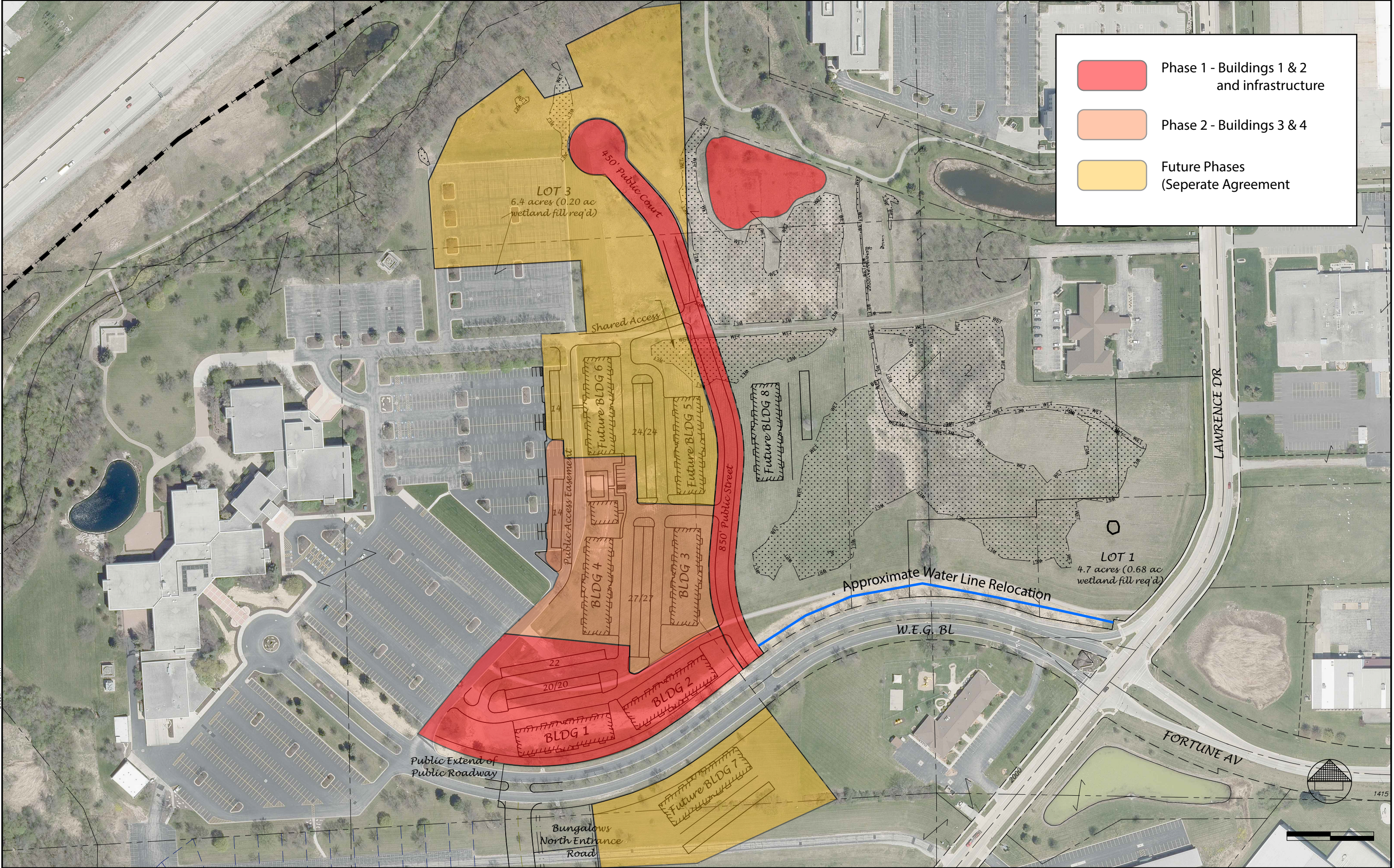
SITE LAYOUT OF
NORTHERN PRESERVE DEVELOPMENT AREA
CITY OF DE PERE
BROWN COUNTY, WISCONSIN

SITE MAP

DATE
07/20/22
FILE
NORTHERN PRESERVE DEV_42a_concept 1.dwg
JOB NO.
6241001

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
920-662-9641 www.releinc.com

SHEET NO.
1



Phase 1 - Buildings 1 & 2
and infrastructure

Phase 2 - Buildings 3 & 4

Future Phases
(Separate Agreement)

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN	DATE	Robert E. Lee & Associates, Inc. ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES 1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155 920-662-9641 www.releinc.com	SHEET NO.
								CHECKED	FILE		
								DESIGNED	NORTHERN PRESERVE DEV. CONCEPT		
									JOB NO.		

Proposed 42 Unit Apartment

DRIVEWAY ELEVATION
SCALE: 1/8" = 1'-0"



DRIVEWAY ELEVATION
NO SCALE

Phoenix of DePere
Duquaine Development 42
DePere, Wisconsin

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LaPlant
Architecture, LLC

EMAIL: laplanarchitecture@yahoo.com

OFFICE: 926 WILLARD DRIVE
GREEN BAY, WISCONSIN

MAILING: 1592 RUSTIC WAY
GREEN BAY, WISCONSIN 54313

Telephone: (920) 737-9769

REVISION	DATE
X	XX

DATE
2/21/2025

PROJECT NO.
1961401

SHEET
A
1.1

Proposed 42 Unit Apartment

STREET FRONT ELEVATION
SCALE: 1/8" = 1'-0"

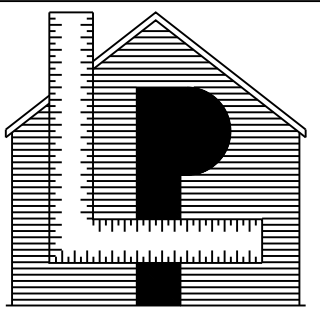


BUILDING MATERIAL AREA DATA		
MATERIAL	SURFACE AREA	PERCENTAGE OF SURFACE AREA
BRICK	808	12.2
STONE	1,252	18.8
BANDING	127	2
EYEBROW ROOF	74	1.5
VERTICAL ACCENT SIDING	2,016	30
HORIZONTAL SIDING	2,368	35.5
TOTAL	6,645	100



- 9-1 BUILDING FACADE MATERIALS
MAJOR FACADE:
- 70% OF STREET FACADE TO BE MAJOR FACADE MATERIAL (4" MASONRY AND FIBER CEMENT SIDING)
 - 60% OF STREET FACADE TO BE ONE MATERIAL
 - SIDES OF BUILDINGS TO HAVE MATERIALS WRAP
 - 3" OR THICKER DEPTH BRICK, STONE, CMU
 - CEMENT BOARD SIDING, PANELS OR SHINGLES
- 9-2 CHANGES IN SURFACE MATERIALS:
- MATERIALS ON SURFACE MUST WRAP BACK ON BUMP OUTS
 - WINDOWS MUST BE RECESSED A MIN. 2"
 - LINTELS EXPRESSED (CHANGE OF MATERIAL)
- 9-3 BUILDING FACADE DETAIL 4
ACCENT:
- CONCRETE SILLS, BANDING
 - FIBER CEMENT TRIM, BANDING
 - VINYL DETAILS LIMITED TO WINDOW TRIM
- 9-5 BUILDING DESIGN ELEMENTS:
- INTEGRATED DESIGN - BALCONIES INTEGRATED TO AVOID TACKED ON APPEARANCE
 - UNDERSIDE OF BALCONY ENCLOSED
 - COVERAGE MAXIMUM OF 35% TO PUBLIC RIGHT OF WAY
- 9-12 UTILITIES:
- UTILITY VENTS COLOR MATCHED TO SURFACE
 - SERVICE ENTRANCES MUST BE SCREENED OR AWAY FROM STREET VIEW.

Phoenix of DePere
Duquaine Development 42
DePere, Wisconsin



LaPlant
Architecture, LLC

EMAIL: laplanarchitecture@yahoo.com
OFFICE: 926 WILLARD DRIVE
GREEN BAY, WISCONSIN
MAILING: 1592 RUSTIC WAY
GREEN BAY, WISCONSIN 54313
Telephone: (920) 737-9769

REVISION	DATE
X	XX

DATE 2/21/2025
PROJECT NO. 1961401
SHEET A 1.2

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PRELIMINARY - NOT FOR CONSTRUCTION

STREET FRONT ELEVATION
NO SCALE



City of De Pere, Wisconsin

1.20

Request for Common Council Action

MEETING DATE: October 7, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Notification of Letter of Support provided to the Wisconsin Department of Transportation for Standalone Curb Ramp Improvement Project.
RECOMMENDED ACTION: Notification only. No action necessary.

Due to timing issues, the City Manager approved issuing the attached supporting letter to the WisDOT for its SCRIP (Standalone Curb Ramp Improvement Program) to address curb ramp locations not included in the department's six-year improvement program utilizing federal aid.

ATTACHMENTS:

Letter of Support - Standalone Curb Ramp Improvement Project - DePere.msg, 2025 0930 Letter of Support - Standalone Curb Ramp Improvement Project

Betty Marovich

From: Kirst, Douglas P - DOT <Douglas.Kirst@dot.wi.gov>
Sent: Wednesday, September 17, 2025 11:27 AM
To: Scott Thoresen; Eric Rakers
Cc: Carey E. Danen
Subject: Letter of Support - Standalone Curb Ramp Improvement Project - DePere
Attachments: C DePere_SCRIP Letter.docx; Location Map_C DePere.pdf

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

City of DePere,

The Wisconsin Department of Transportation (WisDOT) is seeking a letter of support from your community in support of a standalone curb ramp project.

As part of the project, several ramp locations will be brought to current ADA standards along the state highway(s).

This will remove barriers for pedestrians in your community that may experience limited mobility.

With your support, this project will utilize federal and state funding with no cost to the community.

A local letter of request is one of the requirements for states to utilize federal funding for construction of these standalone curb ramp improvement projects.

We have included a template for your use to streamline the process.

Please fill out the **Date/Signature** in **RED** in the template and return to me.

The signee can be anyone from the local government and doesn't require board review/approval.

By signing the attached document there is no financial commitment to the local municipality – only the support from the community to use federal funding to improve curb ramps.

(For Standalone curb ramp projects there is no connecting highway 75/25 cost share for design)

Draft limits of the standalone curb ramp project in your community are attached but are subject to change as design progresses.

Requesting that this letter be signed and returned prior to **October 2, 2025**.

If you have any questions, please do not hesitate to contact me.

Doug Kirst, PE

State Program Manager

Wisconsin Department of Transportation

Northeast Region

Phone: (920) 492-5672

wisconsindot.gov

If this is related to a records request, please email: dotdtsdnerecords@dot.wi.gov

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI | 920-339-4060 | www.deperewi.gov/publicworks



September 30, 2025

Wisconsin Department of Transportation
Attn: Doug Kirst
944 Vanderperren Way
Green Bay, WI 54304-5344

Dear Northeast Region WisDOT,

City of De Pere is providing this letter to request that the Wisconsin Department of Transportation (WisDOT) utilize any available federal funding for the purpose of addressing pedestrian curb ramp needs in the community. The completion of work on the Standalone Curb Ramp Improvement Project 1000-39-32, scheduled for construction in 2034, will help ensure pedestrian crossings on state-owned roadways in City of De Pere meet requirements under the American Disabilities Act.

The City of De Pere recognizes that WisDOT's Standalone Curb Ramp Improvement Program (SCRIP) addresses curb ramp locations not included in the department's six-year improvement program. Utilizing federal aid intended for improving pedestrian facilities will allow WisDOT to efficiently address all curb ramp needs within the planned program cycle.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Flom", is positioned above the printed name of the City Manager.

Kim Flom
City Manager

cc: Robert Hamilton, WisDOT Bureau of State Highway Programs
Kate Sand, WisDOT SCRIP Program Coordinator



Request for Common Council Action

MEETING DATE: October 7, 2025
DEPARTMENT: City Attorney
FROM: Joanne Bungert, City Attorney
SUBJECT: Consideration and possible action on Consent to Collateral Assignment of Payment Rights between De Pere Hotel Associates, LLC and Community First Credit Union regarding the former Shopko site - Hotel Project.
RECOMMENDED ACTION: Motion to Approve.

Community First Credit Union has requested the attached Collateral assignment in order to proceed with a construction draw payment for De Pere Hotel Associates, LLC. As part of the assignment, the City is required to provide consent.

ATTACHMENTS:

Consent Assignment of Payment Rights-Community First Credit Union, TID #18-De Pere Hotel Associates

COLLATERAL ASSIGNMENT OF PAYMENT RIGHTS

Document Number

Document Title

Recording Area

Name and Return Address
Community First Credit Union
Attn: Business Lending
PO Box 1487
Appleton, WI 54912-1487

Part of ED-861

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

COLLATERAL ASSIGNMENT OF PAYMENT RIGHTS

This Collateral Assignment of Payment Rights (“Assignment”) is entered into by and between De Pere Hotel Associates, LLC a Wisconsin limited liability company (“Developer”) and COMMUNITY FIRST CREDIT UNION (“Lender”) as well as the City of De Pere (“City”); and

WHEREAS, the Lender and the Borrower are entering into a loan agreement dated June 9, 2025 pursuant to which Lender will make a loan to Borrower (“Loan”) for the purpose of constructing improvements upon the real property identified as Part of Property tax identification number Part of ED-861, and bounded generally by North Broadway Street to the west, William Street to the north, North Michigan Street to the east, and James Street to the South, more particularly described in Exhibit A, attached hereto (collectively the “Property”); and

WHEREAS, the City has agreed to provide development assistance to Borrower pursuant to the terms of a Development Agreement dated June 23, 2025.

WHEREAS, Borrower desires to assign to Lender its rights as Developer under the Development Agreement to receive payments under the Development Agreement; and

WHEREAS, the Borrower enters into this Assignment for the purpose of acknowledging the terms of the assignment and consenting to the same;

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

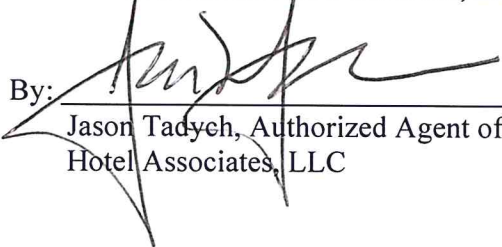
1. Recitals Incorporated. The above recitals are an integral part of this Assignment and are incorporated by reference.
2. Assignment of Payment. Developer assigns to the Lender, for collateral purposes only as security for the Loan, the right, title and interest under the Agreement, to certain incentive and performance payments due Developer upon the Developer’s uncured default under the Loan. If Developer defaults in any of its obligations to Lender under the Loan, upon notice to the City by Lender, Lender shall be entitled to succeed to the rights of Developer for the Payments under the Agreement, to receive all Payments otherwise due Developer. It is understood by the Developer that its rights under that agreement shall also serve as collateral for the Lender’s Loan and that the Lender shall have the right to perfect its security interest in these payments by a filing with the both the Register of Deeds for Brown County, Wisconsin as well as with the Department of Financial Institutions of the State of Wisconsin.
3. Modification of Development Agreement. So long as the Lender is owed any amount under its loans to the Borrower secured by this Assignment, the Borrower agrees that the Development Agreement will not be modified in any way by the Borrower without notice to the Lender and further, no payments due under the Development Agreement may be waived or otherwise modified by the Borrower without the consent of the Lender.

Miscellaneous Provisions.

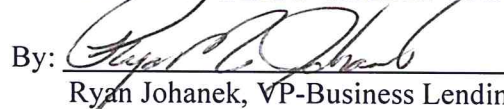
- a. This Assignment represents the entire understanding of the parties with respect to the matters set forth herein and supersedes any prior understanding, whether written or oral.
- b. This Assignment is binding upon the parties hereto, their respective successors and assigns.
- c. This Assignment may only be modified in writing by a document executed by all parties hereto.
- d. This Assignment may be signed in counterparts.
- e. Facsimile or electronic signatures shall have the same effect as original signatures.
- f. If Borrower pays the Loan in full, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Borrower under the Loan, Lender shall execute a suitable statement of termination of any financing statement on file evidencing Lender's security interest in the Assignment.

In WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed this 22nd day of September, 2025.

DE PERE HOTEL ASSOCIATES, LLC

By: 
Jason Tadyeh, Authorized Agent of De Pere
Hotel Associates, LLC

COMMUNITY FIRST CREDIT UNION

By: 
Ryan Johanek, VP-Business Lending

This Collateral Assignment was drafted by: Erin Jensen, Business Lending Operations Manager

LENDER ACKNOWLEDGEMENT

STATE OF WISCONSIN

)
) SS
)

COUNTY of Brown

This record was acknowledged before me on 9-22, 2025 by Ryan
Johanek, VP-Business Lending of Community First Credit Union.



Betty A. Kittell

Notary Public in and for the State of Wisconsin

My commission expires: 8-16-27

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF WISCONSIN

)
) SS
)

COUNTY of Brown

This record was acknowledged before me on 9-22, 2025 by Jason
Tadych, Authorized Agent of De Pere Hotel Associates, LLC



Betty A. Kittel

Notary Public in and for the State of Wisconsin

My commission expires: 8-16-27

ACKNOWLEDGEMENT BY CITY OF DE PERE, WISCONSIN

The City of De Pere, Wisconsin, by its authorized agent, acknowledges that the Borrower under the above agreement has provided the City notice of this assignment and the terms of it.

CITY OF DE PERE, WISCONSIN

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT for City of De Pere, Wisconsin

STATE OF WISCONSIN)
) SS
COUNTY of _____)

)

)

)

This record was acknowledged before me on _____, 20____ by
_____ as _____ of City of De Pere,
Wisconsin.

Notary Public in and for the State of Wisconsin

My commission expires: _____

Exhibit A

Lot 1 Certified Survey Map No. 9903 filed in the Office of the Register of Deeds for Brown County, Wisconsin on May 29, 2025, as Document No. 3095208; said map being all of Lot 1, Certified Survey Map No. 9801, as Document No. 3075334; located in part of Private Claim 32, East side of the Fox River, City of De Pere, Brown County, Wisconsin.

**DEVELOPMENT AGREEMENT BETWEEN CITY OF DE PERE
AND DE PERE HOTEL ASSOCIATES, LLC
FORMER SHOPKO SITE - HOTEL PROJECT**

_____ N. Wisconsin Street, De Pere, Wisconsin

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 23 day of June, 2025, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and De Pere Hotel Associates, LLC, a Wisconsin limited liability company ("Developer"), collectively referred as the "Parties."

RECITALS

- A. WHEREAS Wis. Stat. §66.1105 provides the authority and establishes procedures by which the City of De Pere may create Tax Increment Financing Districts ("TIDs") and support development projects within blighted areas of the City through the use of tax incremental financing; and
- B. WHEREAS De Pere 230 Development Partners, LLC ("Master Developer") acquired the former Shopko site previously identified as Parcel Numbers ED-861 and ED-875 and bounded generally by North Broadway Street to the west, William Street to the north, North Michigan Street to the east, and James Street to the South, and has proposed an approximately \$90 million comprehensive, multi-stage, mixed-use redevelopment project including various commercial, residential and public uses including apartments, condominiums, a hotel, and a public plaza (the "Redevelopment"); and
- C. WHEREAS, Master Developer has conveyed that portion of the Redevelopment legally described on Exhibit A attached hereto (the "Hotel Parcel") to Developer for the purpose of constructing the Project (as that term is defined herein); and
- D. WHEREAS, Master Developer has conveyed that portion of the Redevelopment legally described on Exhibit A-1 attached hereto (the "City Ramp Parcel") to the City for the purpose of constructing a parking structure to be utilized, in part, to provide parking for the Project; and
- E. WHEREAS, Master Developer has conveyed those portions of the Redevelopment legally described on Exhibit A-2 attached hereto (the "Right of Way Parcels") to the City for the purpose of constructing or reconstructing, as the case may be, Wisconsin Street and William Street; and
- F. WHEREAS the City has created its Tax Increment District No. 18 (the "District") as a rehabilitation and conservation district, which includes the Hotel Parcel, the City Ramp Parcel and the Right of Way Parcels and which shall terminate on May 7, 2051; and
- G. WHEREAS the Project will promote the revitalization and economic stability of the City and the District as a whole; and
- H. WHEREAS the Project would not be viable, and Developer would not undertake the development of the Project but for its reliance upon receipt of tax increment financing to reimburse Developer for a portion of the significant development expenses and project costs associated with the Project; and

- I. WHEREAS allowable project costs under Wis. Stat. §66.1105(2)(f) include, among other things, reimbursement grant incentives, project costs, and other cash grants when made pursuant to a signed development agreement; and
- J. WHEREAS the City believes it is appropriate to use tax increments from the District to provide for the construction of the Project in and for the benefit of the District to facilitate development and redevelopment within the District and to provide financing for portions of such improvements and redevelopment; and
- K. 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
- L. WHEREAS the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the District, including, without limitation, providing housing options, public parking, and green space; and
- M. WHEREAS the Project will further those goals and the City wishes to promote the Project and provide the required financial assistance to Developer.

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

I. DEFINITIONS

- A. "550 Agreement" means that certain Development Agreement dated as of September 17, 2024 by and between the City and Master Developer, relating to the construction of a five story mixed-use building by Master Developer or an affiliate thereof and the construction of a parking ramp and certain street and other related infrastructure improvements by the City.
- B. "Agreement" means this Development Agreement among the City and Developer, as amended and supplemented from time to time.
- C. "Assessed Value" means the anticipated initial value placed upon the Project upon completion as determined pursuant to Wisconsin Statutes, Chapter 70. The projected full Assessed Value for the Project is Fourteen Million Dollars (\$14,000,000.00).
- D. "Assessed Increment Value" means the total Assessed Value of the Project less the Base Assessed Value. If the Assessed Increment Value of the Project as of January 1, 2027, and through the term of this Agreement is less than Thirteen Million Eight Hundred Eighty Nine Thousand Nine Hundred Dollars (\$13,889,900.00), the Deficit Payment (as defined below) provisions of Paragraph IV.C. shall apply.
- E. "Base Assessed Value" means One Hundred Ten Thousand One Hundred Dollars (\$110,100.00).
- F. "Certificate of Occupancy" means the certificate issued by the City of De Pere Development Services Department upon completion of the Project so as to permit occupancy of the same.
- G. "City" means the City of De Pere.

- H. "Deficit Payment" means the payment required of Developer under Section IV.C if in any year, the Minimum Annual Property Tax Payment set forth in Exhibit D, incorporated herein by reference, is not made or satisfied in full.
- I. "Developer" means De Pere Hotel Associates, LLC, a Wisconsin limited liability company and/or an affiliated special purpose entity formed for purposes of owning and developing the Project.
- J. "District" means the City of De Pere Tax Incremental District No. 18, which includes the Project and Hotel Parcel.
- K. "Exhibits" means the supplementary reference information attached to this development agreement that shall include the following:
1. Exhibit A: Hotel Parcel Legal Description
 2. Exhibit A-1: City Ramp Parcel Legal Description
 3. Exhibit A-2: Right of Way Parcel Legal Descriptions
 4. Exhibit B: Description of Project And Site Plan
 5. Exhibit C: CSM
 6. Exhibit D: Minimum Annual Property Tax Payment Schedule
 7. Exhibit E: Municipal Revenue Obligation (as to FORM), with Schedule I – Payment Schedule
- L. "Force Majeure" means a delay in achieving Substantial Completion of the Project as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including strikes, war, acts of nature, acts of God, pandemics, epidemics, or other forces majeure. Force Majeure shall not work to extend the implementation of the Project Valuation Warranty under Section IV.B.
- M. "Minimum Annual Property Tax Payment" means the minimum yearly total property tax payment required to be paid by Developer with respect to the Hotel Parcel commencing with the 2027 tax year (payable in calendar year 2028) and as set forth in Exhibit D and referenced as the TID Revenue Payment.
- N. "Project" means the construction of the 90-unit hotel building and related site improvements on the Hotel Parcel, all as set forth in additional detail on Exhibit B attached hereto.
- O. "Project Incentive" means the up-front Project Cost incentive provided to Developer as set forth in Paragraph IV.E.
- P. "Redevelopment" has the meaning set forth in the Recitals, above.
- Q. "Substantial Completion or Substantially Completed" means that a certificate of occupancy and complete site plan approval for the Project have been issued by the City Building Inspection Department and Zoning Administrator.
- R. "Tax Increment" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the land and improvements comprising the Project and any taxable property associated with the Project.

- S. "Term of the Agreement" means the period beginning on the date of this Agreement and ending on the Final Payment Date (as that term is defined in Paragraph II. B.1.b., below).

II. TAX INCREMENT FINANCING INCENTIVES

- A. Project Incentives. City shall provide Developer with the following Tax Increment Financing (TIF) incentive as a Project Incentive, the receipt of which are necessary for the Project to proceed:

- I. Developer Project Cost Reimbursement Incentive. City shall provide Developer an incentive of Two Million and no/100 Dollars (\$2,00,000.00) to pay certain Project Costs incurred by Developer for the Project upon fulfilling all obligations identified herein and in Section IV of this Agreement.

- a) In consideration of such incentive, in combination with Section IV of this Agreement, Developer shall satisfy the Minimum Property Tax Payment Schedule set forth in Exhibit D, which is attached and incorporated herein by reference.
- b) The Project Incentive shall be payable to Developer within thirty (30) days of the issuance of a Certificate of Occupancy for the Project and the Development Services Director's review and verification of final Project Costs, which review shall not be unreasonably withheld or delayed, but in no case shall the Project Incentive be paid prior to September 15th of the year in which the Certificate of Occupancy is issued.
- c) The Development Services Director shall review the total costs to ensure the total Project costs are substantially similar to the estimated costs. Substantially similar shall be defined as plus or minus five percent (5%) of the estimated Project costs. Either City or Developer may request to renegotiate the Project Incentive for final project costs that are greater than or less than five percent (5%) of the estimated Project costs.

- B. Municipal Revenue Obligation – PAYGO Development Incentive. The City shall provide additional TIF incentive as a pay-as-you go (PAYGO) Development Incentive, as follows:

- I. Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the City shall issue a Municipal Revenue Obligation (the "MRO") with a principal value not to exceed Five Hundred Ninety Thousand Dollars (\$590,000.00) and a fixed annual interest rate set to the rate of a ten-year Treasury Note as of the Effective Date of the Agreement for a term not greater than twenty-four (24) years as a PAYGO Development Incentive for Developer. The MRO shall be issued by the City by November 1st following the first date that the City has received tax payment for the fully assessed and completed Project.

- a) Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment (as defined below) in each year appropriated by the City's Common Council until and including the earlier of the Final Payment Date (as defined below) and the MRO is paid in full. "Available Tax Increment" means an amount equal to the Tax Increment actually received by the City in each year less the following (collectively, the "Priority Project Costs"): (i) professional service costs, including, but not limited to, those costs incurred by the City for outside architectural, planning,

engineering, financial consulting and legal advice and services related to the negotiation and implementation of this Agreement, which professional service costs shall not exceed five percent (5%) of Tax Increment received by the City each year, and (ii) debt service associated with any municipal borrowing done for the purpose of funding the Project Incentive, which debt service shall be amortized by the City over not less than twenty (20) years. No other Project costs shall be deducted from Tax Increment received by the City in calculating the amount of Available Tax Increment available for payment to Developer in any year. Any Priority Project Cost not paid due to insufficient Tax Increment shall be carried forward and paid from Tax Increment in the next year, or if necessary, following years until fully paid.

- b) Provided that the Developer is not in Default under this Agreement, the City shall, subject to annual appropriation of such payment by the City's Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before November 1st of each year following the date that the City has received payment in full of revenue from the fully assessed and completed Project, and continuing until either the payment in full of the MRO and its terms and conditions or the termination of the District, whichever occurs earlier (each, a "Payment Date"). Notwithstanding the previous sentence, in the event that the Developer is in Default on a Payment Date, payment by the City may be suspended until all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default (beyond which the City shall have no obligation to make such payment). The term of the MRO and the City's obligation to make payments hereunder shall not terminate until the MRO's principal amount of \$590,000.00 plus accrued interest has been paid in full (the "Final Payment Date") or the District is terminated by law, whichever occurs first.
- c) The MRO shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the City and shall not constitute a general obligation of the City. The City will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein and shall not appropriate any Available Tax Increment for any other purpose until the MRO is paid in full. If Available Tax Increment is received by the City earlier than the first Payment Date, the applicable portion of such increment shall be retained by the City and applied to the first payment subject to appropriation by the City Common Council. The Developer shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned.

- 2. MRO Form. The MRO shall be substantially in the form attached hereto as Exhibit E and shall be payable in accordance with the terms and conditions set forth in this Agreement and such MRO. On or about each Payment Date under the MRO, the City shall provide to the Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and the remaining principal balance due on the MRO after the application of such payment.

3. Issuance of MRO and Payment Limitation. Provided that the Developer is not in Default under this Agreement beyond the applicable cure period (if any), the City will deliver the MRO to the Developer as described in Section II.B. Notwithstanding the previous sentence, in the event that the Developer is in Default prior to the City's issuance of the MRO, the City shall not be required to deliver the MRO to the Developer until a reasonable time after, but no more than thirty (30) days after, all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default. The City's obligation to make payments on the MRO is conditioned on the requirement that the Developer is not in Default under this Agreement beyond any applicable cure period. For the avoidance of any doubt, upon the occurrence of a Default, the City may suspend such payment until the Default is cured, provided that if the Default is not cured within the applicable cure period (if any), the City shall have no further obligation to make such payment and the City may exercise any and all available remedies.
4. Payment of Priority Project Costs and Repayment Schedule. From the Tax Increment received by the City each year, the City shall first pay the outstanding Priority Project Costs until satisfied in full. The estimated repayment schedule of the MRO shall be set forth in Schedule I to the MRO. The City reserves the right, subject to Developer's acceptance which may not be unreasonably withheld or delayed, to make advance payments on the MRO or modify the MRO repayment schedule based upon the actual and projected Tax Increment generated from the Project. The Available Tax Increment held by the City each year in excess of the outstanding Priority Project Costs shall be applied to the payment of principal due on the MRO in accordance with the payment schedules set forth in such MRO, subject to appropriation by the City Common Council. The City may not add to or alter to terms of any Priority Project Costs beyond those specific items set forth in Section II.B.1.a), above in a manner which would reduce the amount of Available Tax Increment that would be payable to Developer in any given year or subordinate the payment of Available Tax Increment to any other obligation of the City.
5. MRO Assignment. The MRO may be assigned to any lender providing financing to the Project upon providing reasonable notice. Developer may elect for City to pay lender directly the scheduled MRO payments.

III. CITY AND DEVELOPER INCENTIVE LOOK-BACK PROVISION

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

When Developer owns the project and rents space to tenants, supporting documentation shall include without limitation certified records of Project costs and revenues including lease agreements and sales on a per square foot basis. If, utilizing the metrics agreed upon by the Parties, Developer's rate of return exceeds the eighteen percent (18%) originally projected to the City at the time of this Agreement, then Developer and City shall amend the MRO necessary to return the metric to eighteen percent (18%).

IV. OBLIGATIONS OF THE DEVELOPER

- A. Developer shall complete all of the following prior to commencing construction of the Project:

Shopko Redevelopment - Hotel Agreement
Page 6 of 26

1. Land Division. Developer shall, at its own expense, prepared a Certified Survey Map (CSM) or plat of the Developer Parcels to establish property lines for the Property and the Project.
2. Utility Evaluation. To the extent not already completed by Master Developer under the 550 Agreement, Developer shall, at its own expense, prepare an evaluation of the Project's impact on the utility lines located in North Wisconsin Street which are necessary to serve the Project and to submit such evaluation to the City to determine if existing utilities can support the Project. If utility relocation and/or upgrades are necessary to support the Project, Developer shall pay for any required public infrastructure upgrades to the extent that such relocation and/or upgrades are necessary to support the scale of the Project, including without limitation, water lines, sanitary sewer lines, storm sewer lines, sidewalks, and traffic controls. Any additional infrastructure capacity beyond that necessary to support the scale of the Project shall be at the expense of the City (for example, any over-sizing of sanitary sewer lines to accommodate users in addition to the Project).

B. Project Value Warranty.

1. Minimum Assessed Value. Developer warrants the initial Assessed Value of the Project as of January 1, 2027, shall be not less than Fourteen Million Dollars (\$14,000,000.00). If taxes payable with respect to the Project for any year after January 1, 2027 are less than the Minimum Annual Property Tax Payment, Developer, on behalf of themselves and their respective successors and/or assigns, agree that the Deficit Payment provisions of Paragraph IV.C ("Deficit Payment Calculation") shall apply. Developer shall provide any and all applicable or otherwise necessary records to City, City Assessor or other related agency for purposes of property assessment valuations.
2. No Default. Notwithstanding anything in the preceding paragraph to the contrary, the failure of the Project to meet the requirement for a Fourteen Million Dollar (\$14,000,000.00) Assessed Value shall not be a default under the terms of this Agreement so long as Developer complies with the Deficit Payment provisions of this Agreement.

C. Minimum Annual Property Tax Payment and Deficit Payment Calculation. Developer, for itself and its successors and assigns, obligates itself to timely pay Minimum Annual Property Taxes during the term of this Agreement of not less than the amounts set forth on Exhibit D on the Project and Hotel Parcel, commencing with the 2027 tax year (payable in calendar year 2028). Should Developer's Annual Property Tax Payment for any tax year beginning on or after January 1, 2027, not meet the Minimum Annual Property Tax Payment, Developer, and its successors and assigns, shall make a Deficit Payment to the City equal to the difference between the Minimum Annual Property Tax Payment and the actual property taxes paid by Developer or its successors and assigns for each year the Minimum Annual Property Tax Payment is not met.

1. The Deficit Payment shall be due and payable in full on or before July 31 of each year due, commencing in 2028. If not paid in full by said date, the Deficit Payment amount shall be deducted from the MRO PAYGO Developer Incentive due Developer under this Agreement. If the Deficit Payment is not fully paid by August 31 of the year in which it is due, the amount so determined under the above process shall be placed against the Hotel Parcel as a special charge for services rendered under Wis. Stats. §66.0627(2).
2. The Developer's obligation to satisfy and pay in full a Deficit Payment for any applicable tax

year shall be in force for the duration of the life of the District or until the Municipal Revenue Obligation and any and all other debt service for financial incentives provided under this Agreement are paid in full.

- D. Ownership/Transfer or Sale of Project and/or Hotel Parcel. Developer shall retain ownership of the Project until all of the following occur: (1) final completion, and (2) opening of the hotel for business to the general public.
1. Notice. Upon or following the satisfaction of all of the foregoing, which shall be determined upon the sole discretion of the Director of Development Services or their designee, Developer may sell, transfer or convey the Project and or the Hotel Parcel or any part thereof, subject to the prior written consent of the City, which consent may not be unreasonably withheld, conditioned or delayed. Developer shall provide notice to the City of any sale, but nothing contained herein shall be construed so as to require the City's approval for any such sale, transfer or conveyance except as set forth in Section IV.D.2., below. Such sale, transfer or conveyance of the Project and/or Hotel Parcel or any part thereof shall not alter or diminish the City's obligations hereunder. Developer shall either retain its rights and/or obligations hereunder or assign all such rights and/or obligations to its assignee, as set forth in such sale, transfer or conveyance documents. The assignment of this Development Agreement to a purchaser of the Project and or the Hotel Parcel shall be subject to the prior written consent of the City, which consent shall not be unreasonably withheld.
 2. Property to Remain Taxable. For the duration of the District, Developer, on behalf of itself and/or its successors and assigns, hereby agrees that it shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project and/or the Hotel Parcel to an entity whereby such sale or lease would cause such portion of the Project and/or the Hotel Parcel to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project and/or the Hotel Parcel during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project and/or the Hotel Parcel or any portion thereof to become tax exempt. Should the Project and/or the Hotel Parcel nevertheless become tax exempt, Developer, for itself or its successors and/or assigns, hereby agrees that Deficit Payments shall then be made by the Owners or Developer of the Project in accordance with the process set out in Paragraph IV.C.
- E. Commencement of Construction and Project. Developer shall commence construction of the Project no later than September 1, 2025.
- F. Zoning Administrator and/or Plan Commission Project Site Plan and Zoning Approval. Developer shall take all steps necessary to obtain zoning and site plan approval no later than July 31, 2025, so as to obtain Substantial Completion. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the Plan Commission and shall be constructed in compliance with all City code and the City's Planning and Development Standards for the Downtown together with all conditions and requirements of the City.
- G. Substantial Completion. The Project shall be Substantially Completed and subject to full real property tax assessment as of January 1, 2027.

- H. Parking. City and Developer shall negotiate and enter into an access agreement to provide Developer access to and use of the parking structure for hotel guest vehicular parking in unnested stalls which may be available at any given time. Access will be granted via electronic key cards assigned to hotel guests with parking fees assessed at the general rates set by the City for the parking structure. The City shall invoice the Developer on a mutually agreed upon basis pursuant to the terms of the access agreement based on the parking access data collected through the hotel parking key cards described above. Additionally, the terms of the access agreement shall provide that the Developer will be afforded a daily availability of no less than sixty (60) unnested stalls (with Developer retaining ability to utilize more than sixty (60) stalls subject to availability and standard parking fees as described above). The rates for the sixty (60) stalls designated herein will be assessed at the general monthly rate set by the City for the parking structure and invoiced accordingly. The access agreement shall provide for the option to renew so long as Developer is not default beyond any applicable notice and cure period at the time of renewal.
- I. Utilities. Developer shall install, or have installed, all private utilities including without limitation electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.
- J. Laterals. Developer shall install, or have installed, all sanitary sewer and water laterals serving the Project, as well as connections of such laterals to new or existing sewer and water mains.
- K. Landscaping. Developer shall be responsible for landscaping the Project, including trees, shrubs, seeding, or sod.
- L. Erosion. Developer shall be responsible for all erosion control related to construction of the Project.
- M. 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.
- N. Insurance. Developer shall maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Project in at least the amount of the full replacement, completed value of the improvements on the Project.
- O. Assessments Taxes and Fees. Developer shall pay and discharge all taxes, assessments and other governmental charges upon the Project when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Project.
- P. Notice of Litigation/Disputes. Developer shall promptly furnish to the City written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer.
- Q. Records and Documents. Developer shall deliver to the City revised statements of estimated costs of the construction for the Project showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer. In further, Developer 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.

V. OBLIGATIONS OF THE CITY

- A. Public Parking. The City shall complete the parking structure to be located on the City Ramp Parcel in accordance with the terms of the 550 Agreement, which construction shall be completed on or before June 30, 2026, time being of the essence. The terms of the agreement between the City and the hotel operator with respect to the leasing of parking stalls within the parking structure shall be as set forth on Exhibit C attached hereto.
- B. Street Construction. Notwithstanding any provision of the 550 Agreement to the contrary, the City shall complete the construction of Wisconsin Street July 31, 2025 and William Street on or before June 31, 2026, time being of the essence.
- C. Stormwater. To the extent allowed by law, the City agrees to waive or otherwise satisfy any stormwater retention/management triggered by the Project. Developer shall use its best efforts with the City to ensure the Project meets the forty percent (40%) total suspended solids (TSS) stormwater requirements, which may include directing stormwater to newly constructed regional ponds.
- D. 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.
- E. Special Assessments. The City agrees that it shall not specially assess Developer for any infrastructure or other costs incurred in connection with the original development of the District which are being reimbursed to the City or otherwise funded by Tax Increment.

VI. RESERVED

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Developer represents, warrants and covenants to the City as follows:

- A. Good Standing. 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.
- B. Authority. It has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement.
- C. No Conflict. The execution, delivery, and performance of its obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project and 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.

- D. Compliance. It will expeditiously complete the development and construction of the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the final plans provided to the City regarding the Project (the "Final Plans").
- E. No Material Change in Documents. It will not make or consent to any material modifications to the Final Plans without the prior written consent of the City.
- F. Discharge of Claims/Liens. It will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of the Project; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within thirty (30) days after the filing of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require. It will take all reasonable steps to forestall claims of lien against the Project (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Project.
- G. No Litigation. No litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer' financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing.
- H. No Delinquency. There are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Project.
- I. Due Authorization. The person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.
- J. Compliance with Laws and Codes. The Project when completed will conform and comply in all respects with all applicable laws, rules, regulations, and ordinances, including without limitations, all building codes and ordinances of the City. Developer will comply with and will cause the Project to be in compliance with all applicable federal, state and local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- K. Due Diligence. Developer shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement
- L. No Objection to Property Assessment. Developer, for itself and its successors and/or assigns, shall not file an objection to real property assessment or otherwise appeal the Assessed Value of the Project and/or the Hotel Parcel as provided under Wis. Stat. §70.47(7)(a) whether to the City, State of Wisconsin or any other jurisdiction or venue, absent a palpable error, assert a claim of unlawful tax, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the Assessed Value of the Project and/or Hotel Parcel for the duration of the District.

VIII. 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.

IX. MISCELLANEOUS

- A. Obligations to Run With the Land. The obligations contained herein shall run with the land and are binding for the Term of this Agreement. This Agreement and any Amendments 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:

If to Developer:

De Pere Hotel Associates, LLC
801 E 2nd Ave, Suite 200
Oraville, IA 52241

With a copy to:

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

If to City:

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

With a copy to:

City of De Pere
Attn: City 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 parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.
- F. Contractual Interpretation. All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.
- G. Amendment. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.
- H. No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer are entitled to any other approvals required.
- I. Invalid Provisions. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- J. Headings. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- K. No Waiver; Remedies. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

- L. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.
- M. No Joint Venture. The City is not a partner, agent or joint venture of or with Developer.
- N. Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Brown County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.
- O. Immunity. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.
- P. Due Authority. Developer shall provide to the City a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions upon execution of this Agreement.
- Q. 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)

Signature Page 1 of 2

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 19th day of September, 2025, by Kimberly T. Flom, City Manager and Carey E. Danen, City Clerk.


Angela M. Zills

Notary Public, State of Wisconsin

My commission expires on 4/15/2026



DE PERE HOTEL ASSOCIATES, LLC

By:

Bruce Kinseth
Print Name: Bruce Kinseth
Title: Managing Member

Iowa
State of ~~Wisconsin~~)
Johnson) SS
Brown County)

This instrument was acknowledged before me on the 23rd day of June, 2025, by
Bruce Kinseth of De Pere Hotel Associates, LLC.

[Signature]

Notary Public, State of ~~Wisconsin~~ Iowa

My commission expires on July 10, 2026



EXHIBIT A

HOTEL PARCEL LEGAL DESCRIPTION

Lot _____, Certified Survey Map No. _____, filed in the Office of the Register of Deeds for Brown County, Wisconsin on _____, 2025 as Document No. _____, said map being all of Lot 1 of Certified Survey Map No. 9801, Document No. 3075334, located in Part of Private Claim 32, East Side of the Fox River, City of De Pere, Brown County, Wisconsin.

EXHIBIT A-1

CITY RAMP PARCEL LEGAL DESCRIPTION

Lot One (1), Certified Survey Map No. 9802, filed in the Office of the Register of Deeds for Brown County, Wisconsin on September 26, 2024 as Document No. 3075335; said map being all of Lot 2 of Volume 15 of Certified Survey Maps, Page 21 (Map #2916 – Doc. #1050354), Brown County Records, located in Part of Private Claim 32, East Side of the Fox River, City of De Pere, Brown County, Wisconsin.

EXHIBIT A-2

RIGHT OF WAY PARCEL LEGAL DESCRIPTIONS

Outlot 1 of Certified Survey Map No. 9801 filed in the Office of the Register of Deeds for Brown County, Wisconsin on September 26, 2024 as Document No. 3075334; said map being part of Lot 3 of Volume 15 of Certified Survey Maps, Page 21 (Map #2916 – Doc. #1050354), Brown County Records, located in Part of Private Claim 32, East Side of the Fox River, City of De Pere, Brown County, Wisconsin.

AND

Outlot 1 of Certified Survey Map No. 9802 filed in the Office of the Register of Deeds for Brown County, Wisconsin on September 26, 2024 as Document No. 3075335; said map being all of Lot 2 of Volume 15 of Certified Survey Maps, Page 21 (Map #2916 – Doc. #1050354), Brown County Records, located in Part of Private Claim 32, East Side of the Fox River, City of De Pere, Brown County, Wisconsin.

EXHIBIT B
PROJECT DESCRIPTION AND SITE PLAN

The Project shall be a five-story, 90-unit hotel building along with hotel amenities and exterior public amenities.

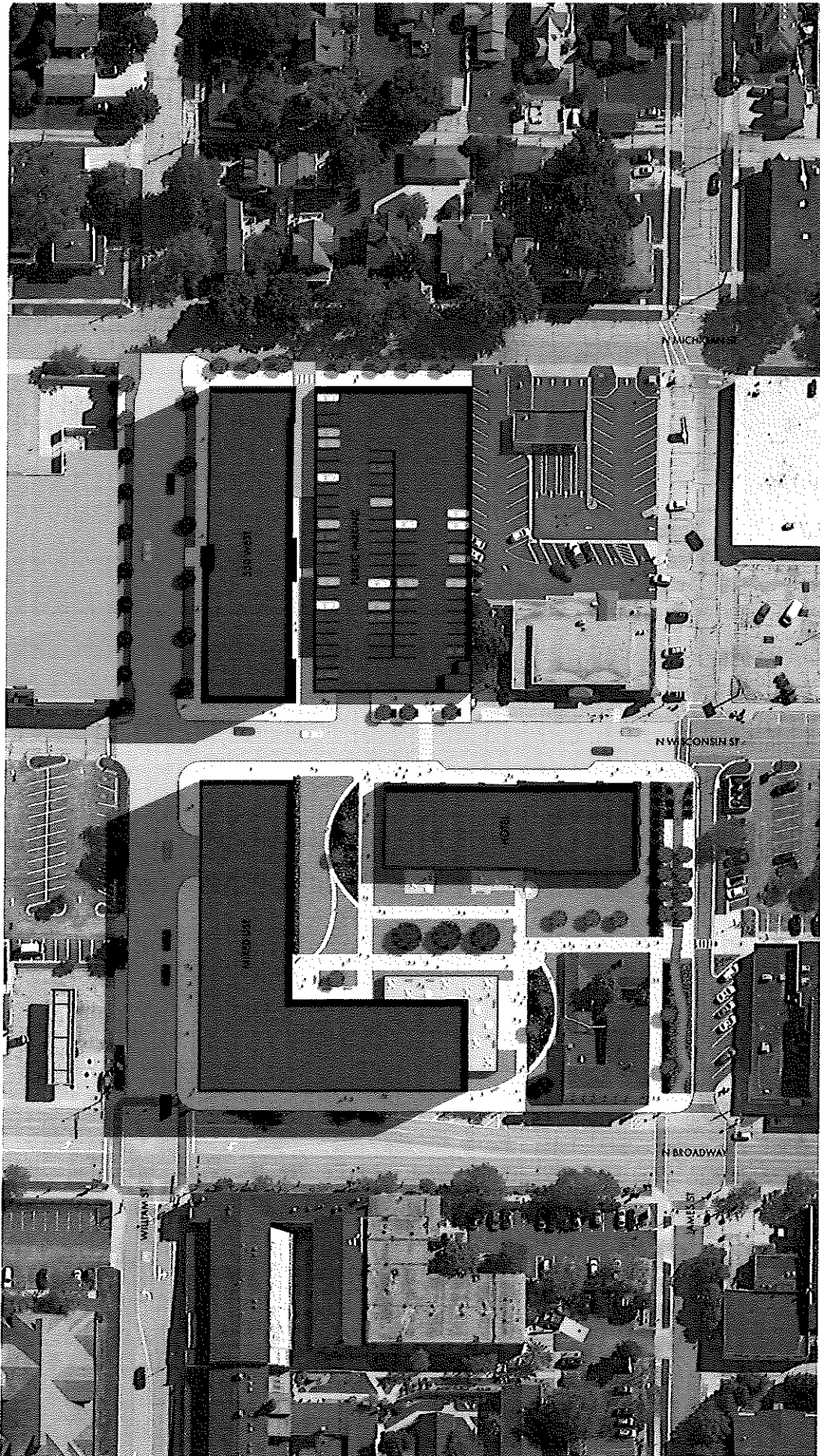


CONTEXT PLAN

924382-01
05/20/2025

TADYCH INVESTMENT PARTNERS | DE PERE SITE MASTER PLAN





SITE MASTER PLAN

924382-01
05/29/2025

TADYCH INVESTMENT PARTNERS | DE PERE SITE MASTER PLAN



EXHIBIT C

CSM

MAP# 9903
CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
05/29/2025 03:35 PM
REC FEE:
REC FEE: 30.00
PAGES: 4

ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER 9801, DOCUMENT NUMBER 3075334,
LOCATED IN PART OF PRIVATE CLAIM 32, EAST SIDE OF THE FOX RIVER, CITY OF DE PERE,
BROWN COUNTY, WISCONSIN

[illegible]

- Set 1" x 18" Iron Pipe w/ Cap weighing 1.13 lbs./lin. ft.
- Existing 1" Iron Pipe
- ▣ Existing Cut Cross in Concrete
- Existing 1/2" Iron Rod
- ▲ Set Mag Nail
- ⊙ County PLSS Monument

Bearings are referenced to the Brown County Coordinate System. The line connecting Brown County ID Point 300/R-13/14 and Brown County ID Point 30P-16.10 bears N32°41'26"E.

Lot 1, Block 19
Original Plat of De Pere

AFFECTED PARCEL:
FD-861

REL Robert E. Lee
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | refeeinc.com

SHEET 1 OF 4

CERTIFIED SURVEY MAP

ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER 9801, DOCUMENT NUMBER 3075334, LOCATED IN PART OF PRIVATE CLAIM 32,
EAST SIDE OF THE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

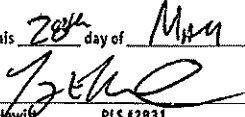
SURVEYOR'S CERTIFICATE:

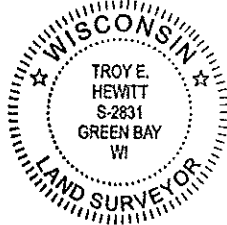
I, Troy E. Hewitt, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, mapped and divided all of Lot 1, Certified Survey Map Number 9801, Document Number 3075334, located in part of Private Claim 32, East Side of the Fox River, City of De Pere, Brown County, Wisconsin.

Said parcel contains 82,862 Square Feet (1.902 Acres) of land more or less. Subject to any and all easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of De Pere in the surveying, mapping and dividing of the same.

Dated this 28th day of May, 2025.


Troy E. Hewitt PLS #2831
ROBERT E. LEE & ASSOCIATES, INC.
Original: 4/17/2025



RESTRICTIVE COVENANTS:

1. The land on all side and rear lot lines of all lots not included in the drainage easement shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
2. Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
3. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street lines, a disturbance of survey stake by anyone is a violation of Section 236.32 of the Wisconsin statutes.

EROSION CONTROL NOTE:

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the City has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

GENERAL NOTE:

The City is providing storm water management for both of these lots via a regional storm water management pond designed to treat to current WDNR standards for storm water quality. City storm sewers are designed for five-year rainfall intensity events. Private storm sewers connecting to City storm sewers shall be designed for a five-year rainfall event to match the City allocated flow. On-site, private, detention facilities may be required for higher flow volumes.

CERTIFIED SURVEY MAP

ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER 9801, DOCUMENT NUMBER 3075334, LOCATED IN PART OF PRIVATE CLAIM 32,
EAST SIDE OF THE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owners, we do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, mapped, and divided as represented on this map. We also do further certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval or objection: CITY OF DE PERE

Timothy J. Kneeland 5/29/2025
De Pere 230 Development Partners, LLC Date

Timothy J. Kneeland Managing Member
Print name and title

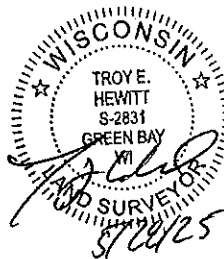
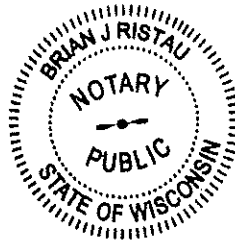
STATE OF WISCONSIN
Brown COUNTY) SS

Personally came before me this 29th day of May, 2025, the above named to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Brian J. Ristau
Notary Public, State of Wisconsin

(print name) Brian J Ristau

My commission expires: 9/19/2028



REL Robert E. Lee
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releeinc.com

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SHEET 3 OF 4

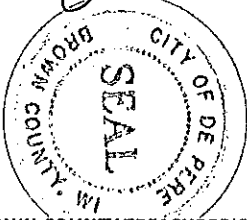
CERTIFIED SURVEY MAP

ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER 9801, DOCUMENT NUMBER 3075334, LOCATED IN PART OF PRIVATE CLAIM 32,
EAST SIDE OF THE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

CITY OF DE PERE APPROVAL CERTIFICATE

Approved by the City of De Pere Plan Commission on this 27th day of May, 2025.

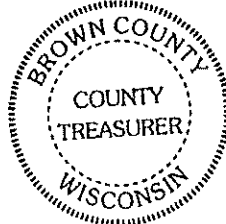
Carey E. Danen 5/29/2025
Carey E. Danen, City of Clerk Date



BROWN COUNTY TREASURER'S CERTIFICATE:

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

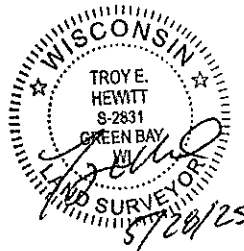
Raymond Suennen 5/29/25
Raymond Suennen Date
Brown County Treasurer



CITY OF DE PERE TREASURER'S CERTIFICATE:

As duly appointed City of De Pere Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

Pamela R. Manley 5/29/25
Pamela R. Manley Date
City of De Pere Finance Director/Treasurer



REL Robert E. Lee
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | rel@inc.com

#16500-634745475311-06101-001.dwg

SHEET 4 OF 4

EXHIBIT D

MINIMUM ANNUAL PROPERTY TAX PAYMENT SCHEDULE

Exhibit D: Minimum Tax Payment Schedule Summary		
Year	Site A- Hotel	
	Total Tax Payment	TID Revenue Payment
2024	\$0	\$0
2025	\$0	\$0
2026	\$0	\$0
2027	\$0	\$0
2028	\$232,900	\$229,300
2029	\$236,300	\$232,800
2030	\$239,900	\$236,300
2031	\$243,500	\$239,900
2032	\$247,100	\$243,600
2033	\$250,800	\$247,300
2034	\$254,600	\$251,000
2035	\$258,400	\$254,900
2036	\$262,300	\$258,700
2037	\$266,200	\$262,700
2038	\$270,200	\$266,700
2039	\$274,300	\$270,700
2040	\$278,400	\$274,800
2041	\$282,600	\$279,000
2042	\$286,800	\$283,200
2043	\$291,100	\$287,500
2044	\$295,500	\$291,900
2045	\$299,900	\$296,300
2046	\$304,400	\$300,800
2047	\$309,000	\$305,400
2048	\$313,600	\$310,000
2049	\$318,300	\$314,700
2050	\$323,100	\$319,500
2051	\$327,900	\$324,400
2052	\$332,800	\$329,300
	\$6,999,900	\$6,910,700

Partial Value Years no minimum payment

Full Value Revenue Year

Assumptions:

Based Assessed Value (calculated as a percent of parent parcel)	\$	223,250
Assumed Mill Rate over the life of the District (assumed referendums)	\$	0.01575
Assessed Value	\$	13,000,000
Assessed Increment Value	\$	12,776,750
Property Appreciation Rate		1.50%
Values rounded to nearest \$100		

EXHIBIT E

MRO (as to FORM)

UNITED STATES OF AMERICA

STATE OF WISCONSIN

COUNTY OF BROWN

CITY OF DE PERE

FORM

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

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	Up to \$590,000.00

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

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

This MRO has been issued to finance projects within the City's Tax Incremental District No. 18, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund" provided for under the Resolution adopted on _____, by the Common Council of the City (the "**Resolution**"). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of _____, 202__ by and between the City and the Developer (the "**Development Agreement**"). This MRO does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increments generated by the improvements (specifically excluding land value) on the Hotel Parcel (as defined in the Development Agreement) conveyed by the City to the Developer and appropriated by the City's Common Council to the payment of this MRO (the "**Revenues**"). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which

this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal and accrued interest due on this MRO, the amount due but not paid shall be deferred, and interest at the rate of _____ percent (____%) will accrue on any amount so deferred. The deferred amount shall be payable on the next Payment Date until the Final Payment Date (as defined below). The City shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owner of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the City's Common Council to payment of this MRO. The "**Final Payment Date**" is the earlier of (i) the date upon which the entire \$590,000 principal amount of the MRO, together with all accrued interest, has been paid to Developer, or (ii) October 31, 204__.

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

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

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

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

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

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

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

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

CITY OF DE PERE

By: _____

Name: [____], [_____]

(SEAL)

Attest:

—

Name: [____], [_____]

Schedule I
Payment Schedule

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

Project Incentive - Site A MRO (Hotel REVISED)						
Parcel ID:		TBD				
Owner/Developer:		18				
Created/Revised:		4/18/2025				
Principal: (rounded to \$5,000)		\$	590,000	Project Cost:	\$	590,000
Interest Rate*:			4.33%	Finance Fees:	\$	-
Term (Years):			24	Interest Earned:	\$	-
# of Principal Payments:			24	Capitalized Interest:	\$	-
Date of Issue: Full Revenue			11/1/2029	Total TID Cost of Loan:	\$	960,352
Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2024	0	\$0	\$0	\$0	\$0	\$0
2025	0	\$0	\$0	\$0	\$0	\$0
2026	0	\$0	\$0	\$0	\$0	\$0
2027	0	\$0	\$0	\$0	\$0	\$0
2028	1	\$590,000	\$14,468	\$25,547	\$40,015	\$0
2029	2	\$575,532	\$15,094	\$24,921	\$40,015	\$0
2030	3	\$560,438	\$15,748	\$24,267	\$40,015	\$0
2031	4	\$544,691	\$16,430	\$23,585	\$40,015	\$0
2032	5	\$528,261	\$17,141	\$22,874	\$40,015	\$0
2033	6	\$511,120	\$17,883	\$22,131	\$40,015	\$0
2034	7	\$493,237	\$18,657	\$21,357	\$40,015	\$0
2035	8	\$474,579	\$19,465	\$20,549	\$40,015	\$0
2036	9	\$455,114	\$20,308	\$19,706	\$40,015	\$0
2037	10	\$434,806	\$21,188	\$18,827	\$40,015	\$0
2038	11	\$413,618	\$22,105	\$17,910	\$40,015	\$0
2039	12	\$391,513	\$23,062	\$16,953	\$40,015	\$0
2040	13	\$368,451	\$24,061	\$15,954	\$40,015	\$0
2041	14	\$344,390	\$25,103	\$14,912	\$40,015	\$0
2042	15	\$319,288	\$26,189	\$13,825	\$40,015	\$0
2043	16	\$293,098	\$27,323	\$12,691	\$40,015	\$0
2044	17	\$265,775	\$28,507	\$11,508	\$40,015	\$0
2045	18	\$237,268	\$29,741	\$10,274	\$40,015	\$0
2046	19	\$207,527	\$31,029	\$8,986	\$40,015	\$0
2047	20	\$176,499	\$32,372	\$7,642	\$40,015	\$0
2048	21	\$144,126	\$33,774	\$6,241	\$40,015	\$0
2049	22	\$110,352	\$35,236	\$4,778	\$40,015	\$0
2050	23	\$75,116	\$36,762	\$3,253	\$40,015	\$0
2051	24	\$38,354	\$38,354	\$1,661	\$40,015	\$0
Total			\$590,000	\$370,352	\$960,352	\$0