



Common Council

Regular Meeting

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

Agenda

Tuesday, November 18, 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 **November 18, 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 November 4, 2025 Common Council meeting.
 4. Public Hearing on the proposed budget for calendar year 2026.
 - A. Presentation of 2026 budget.
 - B. Notice of public hearing.
 - C. Approval of proposed 2026 budget.
 - D. Resolution #25-123 Adoption of Tax Levy for City Purposes to Support the 2026 City Budget.
 5. Public Hearing on a request for a zoning map amendment from Office District to Multi-Unit

District at Parcel WD-D0031-1, Employers Boulevard/Lawrence Drive.

- A. Notice of public hearing.
 - B. Recommendation from Plan Commission.
 - C. Ordinance #25-14 Approving Zoning Map Amendment from O Office District to RM-2 Multi-Unit (7+ Units) Residential District (1100 Block Employers Boulevard; Parcel WD-D0031-1).
- 6. Public Hearing on revisions to Chapter 14 De Pere Municipal Code regarding the zoning ordinance.
 - A. Notice of public hearing.
 - B. Recommendation from Plan Commission.
 - C. Ordinance #25-15 Amending Chapter 14 Zoning Ordinance of the De Pere Municipal Code.
 - 7. 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
 - 8. Recommendation from the License Committee on a request by Rose Antepencko to appear before the License Committee regarding the denial of her operator license application.
 - 9. Update from Fire Department on delivery of new ambulance (Non-action item; informational only).
 - 10. Recommendation from the Finance-Personnel Committee to approve the Emergency Medical Services contract with Town of Lawrence.
 - 11. Recommendation from the Finance-Personnel Committee to approve The League of Wisconsin Municipalities Insurance and Wisconsin Municipal Property Insurance Company for the provision of commercial and property insurance.
 - 12. Recommendation from the Finance-Personnel Committee to approve Memorandum of Understanding with U.S. Capitol Police.
 - 13. Recommendation from the Finance-Personnel Committee on proposed changes to 2026 Special Event fees.
 - 14. Consideration and Possible Action on Consent to Collateral Assignment of Payment Rights Between Phoenix of De Pere, LLC and Community First Credit Union (Parcels WD-364-D-502 and WD-D0031).
 - 15. Ordinance #25-16 Annexing Territory to the City of De Pere, Wisconsin (Parcel L-481).
 - 16. Ordinance #25-17 Annexing Territory to the City of De Pere, Wisconsin (Vanpay and Radue Homes, Inc.; Parcels R-29-1; R-39; R-110 and R-114).

17. Resolution #25-124 Authorizing Small Enterprise Municipal Agreement County and Municipality Government with Environmental Systems Research Institute, Inc. (ESRI).
18. Resolution #25-125 Authorizing Agreement Regarding the Sale and Purchase of Business Park Property with Soft Light Photography LLC (Parcel ED-2384).
19. Appointment to the Board of Appeals by Mayor Boyd.

Cody Martin
Term to expire: June 30, 2028

20. Reappointment to the Sustainability Commission by Mayor Boyd.

Nicole Slavin
Term to expire: November 30, 2028

21. Resolution #25-126, Authorizing Real Estate Purchase and Sale Agreement to purchase and obtain real property and an easement at 206 N. Wisconsin Street (Part of Parcel No. ED-886) in connection with the construction of the City parking ramp, subject to the final review and approval of such agreement by the Law Department.

PLEASE TAKE NOTICE that the Common Council may convene in closed session pursuant to Wis. Stat. §19.85(1) for agenda item 21:(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Council may then reconvene thereafter in open session pursuant to Wis. Stat. §19.85(2) to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

II. Future Agenda Items

III. Adjournment

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

Agenda Sent To:

Alderspersons
City Manager
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce



City of De Pere, Wisconsin

I.3

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT:
FROM: Carey Danen, City Clerk
SUBJECT: Approval of the minutes of the November 4, 2025 Common Council meeting.
RECOMMENDED ACTION: Motion to approve.

ATTACHMENTS:
11-4-25 Common Council minutes_draft



Common Council

Regular Meeting

Draft Minutes

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

Tuesday, November 4, 2025

7:30 PM

Council Chambers/Virtual

I. Call to Order

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

1. Roll Call

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

2. Pledge of Allegiance.

3. Approval of the minutes of the October 21, 2025 Common Council meeting.

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

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. Recommendation from the Board of Park Commissioners to accept a donation of \$1,680 from De Pere Baseball to repair the Gandrud Field outfield fence.

Aldersperson Carpenter asked how the City will pay for the other half of the project. Staff will confirm with the Parks Director, but believes that it is included in the Parks department budget.

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

6. Recommendation from the Board of Public Works on approval of conventional water rate application for expense depreciation. *(Previously held over from the Common Council meeting of October 21, 2025)*

City Manager Kim Flom provided an overview of the City's water rate history since 2011, and reviewed the funding scenarios being considered. Mayor Boyd moved, seconded by Alderperson Gantz, to discontinue the debt financing method and to approve the hybrid model presented by staff. Discussion followed regarding the two options, as well as the Public Service Commission rate case process. Alderperson Carpenter moved, seconded by Alderperson Kunding to amend the original motion to approve the cash funding/expense depreciation method instead. Upon vote, the motion to amend passed with Mayor Boyd, Alderperson Hansen and Alderperson Gantz voting nay.

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

7. Recommendation from Plan Commission to approve a 4-lot extraterritorial certified survey map at 2400 BLK French RD in Lawrence (Parcel L-454-3, L-2078).

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

8. Recommendation from the Business Improvement District Board to approve the De Pere Business Improvement District 2026 Operating Plan.

Development Services Director Dan Lindstrom reported that the board is taking more of a hands-on role and has allocated things slightly differently, although the funding mechanism has not changed.

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

9. Resolution #25-119 Granting a Planning Option to Purchase to Ehlinger Properties, LLC (West Business Park; Part of Parcel WD-L492-B-5).

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

10. Resolution #25-120 Approving Utility Facilities Easement Agreement to Central Brown County Water Authority (Parcel No. WD-1050; 0 Lawrence Drive).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Casey Nelson

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

11. Resolution #25-121 Authorizing Miron Construction Co., Inc. to Award Contracts related to the Construction of a Public Parking Ramp on Parcel ED-875, 230 North Wisconsin, De Pere, Wisconsin, in an amount totaling \$6,035,448.00.

Development Services Director Dan Lindstrom explained that it is not uncommon for a construction manager at risk to also bid on the contracts for the project. The City chose not to put a cap on self-performance.

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

12. Resolution #25-122 Authorizing an Amendment to the Contract for Construction Manager at Risk (CMaR) with Miron Construction regarding the Guaranteed Maximum Price in connection with the Public Parking Ramp on Parcel ED-875, 230 North Wisconsin, De Pere, Wisconsin.

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

II. Future Agenda Items

Aldersperson Hansen requested an update on the Unified School District of De Pere's traffic study for Chicago and Merrill Streets. This request will go to the Board of Public Works.

III. Adjournment

Mayor Boyd moved, seconded by Aldersperson Nelson to adjourn the meeting at 8:24 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

I.4.B

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Notice of public hearing.
RECOMMENDED ACTION:

ATTACHMENTS:
2026 Budget Hearing Publication-for Newspaper

2026 BUDGET CITY OF DE PERE, WISCONSIN

The Common Council of the City of De Pere will hold a public hearing on the proposed budget for calendar year 2026 on Tuesday, November 18, 2025, commencing at 7:30 p.m. in the Council Chambers of De Pere City Hall, 335 S Broadway St, De Pere Wisconsin. The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Computer/smart phone access <https://www.gotomeet.me/DePere> or dial in using your phone toll free 1-866-899-4679 or 1-312-757-3117 Access Code: 154-883-285. Notice is hereby given that the details of the proposed Budget will be on file in the Clerk's office in City Hall beginning on October 31st, 2025 and will be open for public inspection during regular office hours, or online at www.deperewi.gov/2026budget. A summary of the proposed budget is published herewith.

Dated this 31st day of October, 2025
Carey Danen - City Clerk- City of De Pere, Wisconsin

	<u>2024</u>	<u>2025</u>	<u>2025</u>	<u>2026</u>	
<u>GENERAL FUND</u>	<u>ACTUAL</u>	<u>ESTIMATED</u>	<u>ADOPTED</u>	<u>PROPOSED</u>	<u>PERCENT</u>
			<u>BUDGET</u>	<u>BUDGET</u>	<u>CHANGE</u>
REVENUES					
Taxes (other than property)	\$550,651	\$515,343	\$490,740	\$515,065	
Public Improvements	\$8,550	\$7,500	\$7,500	\$7,500	
Intergovernmental	\$4,468,583	\$4,865,913	\$4,500,366	\$4,922,365	
Licenses and Permits	\$1,029,756	\$887,822	\$1,044,027	\$924,115	
Fines, Forfeitures & Penalties	\$219,176	\$200,600	\$275,000	\$200,600	
Public Charges for Services	\$3,405,588	\$3,129,462	\$3,045,414	\$3,218,286	
Intergovernmental Charges for Services	\$748,162	\$729,092	\$678,720	\$704,068	
Miscellaneous	\$2,803,254	\$2,104,302	\$2,110,000	\$2,061,012	
Fund Balance Applied	\$0	\$0	\$0	\$418,261	
Transfers from Other Funds	\$536,680	\$261,400	\$261,400	\$261,400	
TOTAL GENERAL FUND REVENUES	\$13,770,400	\$12,701,434	\$12,413,167	\$13,232,672	6.60%
EXPENDITURES					
General Government	\$2,315,725	\$2,624,207	\$2,404,008	\$2,658,204	
Other General Government	\$167,756	\$1,274,722	\$1,352,916	\$616,484	
Public Safety	\$11,486,886	\$11,801,968	\$11,706,390	\$12,519,520	
Public Works	\$2,141,291	\$2,602,037	\$2,533,552	\$2,438,304	
Sanitation	\$973,570	\$938,999	\$938,918	\$948,029	
Health and Human Services	\$841,159	\$762,922	\$755,715	\$759,546	
Culture and Recreation	\$4,220,430	\$2,827,599	\$2,884,151	\$3,067,216	
Conservation and Development	\$502,126	\$447,031	\$437,883	\$471,569	
Capital Outlay	\$0	\$0	\$217,783	\$318,261	
Transfer to Other Funds	\$338,008	\$0	\$0	\$0	
TOTAL GENERAL EXPENDITURES	\$22,986,951	\$23,279,485	\$23,231,316	\$23,797,133	2.44%
Excess(Deficiency) of Revenues Over Expenditures	(\$9,216,551)	(\$10,578,051)	(\$10,818,149)	(\$10,564,461)	-2.35%
General Fund Property Tax Levy	\$10,421,158	\$10,818,150	\$10,818,149	\$10,564,461	-2.35%
General Fund Surplus (Deficit)	\$1,204,607	\$240,099	\$0	\$0	

SPECIAL REVENUE FUNDS

Revenues	\$188,025	\$882,425	\$1,229,225	\$1,273,093	3.57%
Expenditures	(\$890,790)	(\$1,002,989)	(\$2,020,721)	(\$2,067,103)	2.30%
Excess(Deficiency) of Revenues Over Expenditures	(\$702,765)	(\$120,564)	(\$791,496)	(\$794,010)	-0.32%
Special Revenue Fund Property Tax Levy	\$0	\$344,159	\$706,327	\$743,504	
Special Revenue Fund Surplus (Deficit)	(\$702,765)	\$223,595	(\$85,169)	(\$50,506)	

DEBT SERVICE FUND

Revenues	\$4,364,819	\$5,681,199	\$4,065,666	\$6,818,572	67.71%
Expenditures	(\$8,740,718)	(\$9,484,800)	(\$9,314,389)	(\$14,605,571)	56.81%
Excess(Deficiency) of Revenues Over Expenditures	(\$4,375,899)	(\$3,803,601)	(\$5,248,723)	(\$7,786,999)	48.36%
Debt Service Fund Property Tax Levy	\$4,239,593	\$4,757,123	\$4,757,123	\$6,410,162	34.75%
Debt Service Fund Surplus (Deficit)	(\$136,306)	\$953,522	(\$491,600)	(\$1,376,837)	

CAPITAL PROJECTS FUNDS

Revenues	\$8,980,746	\$17,037,796	\$29,427,957	\$28,769,455	-2.24%
Expenditures	(\$8,826,842)	(\$17,936,431)	(\$27,818,147)	(\$29,734,081)	6.89%
Excess(Deficiency) of Revenues Over Expenditures	\$153,903	(\$898,635)	\$1,609,809	(\$964,627)	-159.92%
Capital Projects Funds Property Tax Levy	\$3,485,269	\$3,309,044	\$3,309,044	\$3,769,137	13.90%
Capital Projects Funds Surplus (Deficit)	\$3,639,172	\$2,410,409	\$4,918,853	\$2,804,510	

FUND BALANCES

	<u>General</u> <u>Fund</u>	<u>Special</u> <u>Revenue</u>	<u>Debt</u> <u>Service</u>	<u>Capital</u> <u>Projects</u>	<u>Proprietary</u> <u>Funds</u>
Actual as of January 1, 2025	\$13,622,553	\$3,674,845	\$2,145,905	\$6,809,250	\$81,196,463
Projected December 31, 2025	\$13,862,652	\$3,898,440	\$3,099,427	\$9,219,659	\$81,585,082

CITY PROPERTY TAX LEVY

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>Percent</u> <u>Change</u>
General Fund	\$10,421,160	\$10,818,149	\$10,564,461	-2.35%
Special Revenue Fund	\$0	\$387,177	\$370,849	-4.22%
Debt Service Fund	\$4,239,593	\$4,757,123	\$6,410,162	34.75%
Capital Projects Fund	\$1,841,276	\$1,454,099	\$1,470,427	1.12%
City Tax Increment Levy	\$1,643,991	\$1,854,945	\$2,298,710	23.92%
TOTAL TAX LEVY	\$18,146,020	\$19,271,493	\$21,114,609	9.56%

CITY TAX RATES

<u>(PER \$1,000 ASSESSED VALUE)</u>	<u>\$5.61</u>	<u>\$5.43</u>	<u>\$5.46</u>	<u>0.62%</u>
<u>(PER \$1,000 EQUALIZED VALUE)</u>	<u>\$5.47</u>	<u>\$5.38</u>	<u>\$5.50</u>	<u>2.28%</u>



City of De Pere, Wisconsin

I.4.C

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: Administration
FROM: Kim Flom, City Manager
SUBJECT: Approval of proposed 2026 budget.
RECOMMENDED ACTION: Motion to approve.

https://www.deperewi.gov/egov/documents/1761919205_66533.pdf

ATTACHMENTS:
None

RESOLUTION #25-123

ADOPTION OF TAX LEVY FOR CITY PURPOSES TO
SUPPORT THE 2026 CITY BUDGET

WHEREAS, the De Pere Finance/Personnel Committee has reviewed the proposed 2026 City Budget; and

WHEREAS, the City Clerk, having published a Class 1 Notice of Public Hearing regarding the proposed 2026 City Budget, a public hearing having been held on November 18, 2025, at 7:35 p.m., and the Common Council having heard all interested parties or their agents and attorneys; and

WHEREAS, after due deliberation and public discussion, the De Pere City Council is desirous of adopting a tax levy to support the 2026 City Budget;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the De Pere Common Council hereby approves the 2026 Budget as presented; further the Common Council adopts a total 2025 property tax levy to support the City's 2026 Budget and that this levy be further apportioned according to the following: General Fund (\$10,564,461); Debt Service (\$6,410,162); Special Revenue (\$370,849); Capital Projects (\$1,470,427); and Local Levy TID Districts (\$2,298,710).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of November, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____



City of De Pere, Wisconsin

L5

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: Development Services
FROM: Peter Schleinz, City Planner/Zoning Administrator
SUBJECT: Public Hearing on a request for a zoning map amendment from Office District to Multi-Unit District at Parcel WD-D0031-1, Employers Boulevard/Lawrence Drive.
RECOMMENDED ACTION:

ATTACHMENTS:
None



City of De Pere, Wisconsin

I.5.A

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Notice of public hearing.
RECOMMENDED ACTION:

ATTACHMENTS:

Public Hearing Notice_Zoning Map Amendment_Employers Bvd-Lawrence Dr_11-18-25
mtg_Class 2

Publish: October 31, 2025, and November 7, 2025, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, November 18, 2025**, at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request for a zoning map amendment at the following property:

Parcel WD-D0031-1, approximately 800.0 feet west of the Employers BL and Lawrence DR , from O (Office District) to RM-2 (Multi-Unit [7+units] District).

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

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

Dated this 28th day of October, 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: November 18, 2025
DEPARTMENT: Development Services
FROM: Peter Schleinz, City Planner/Zoning Administrator
SUBJECT: Recommendation from Plan Commission.
RECOMMENDED ACTION: Approval

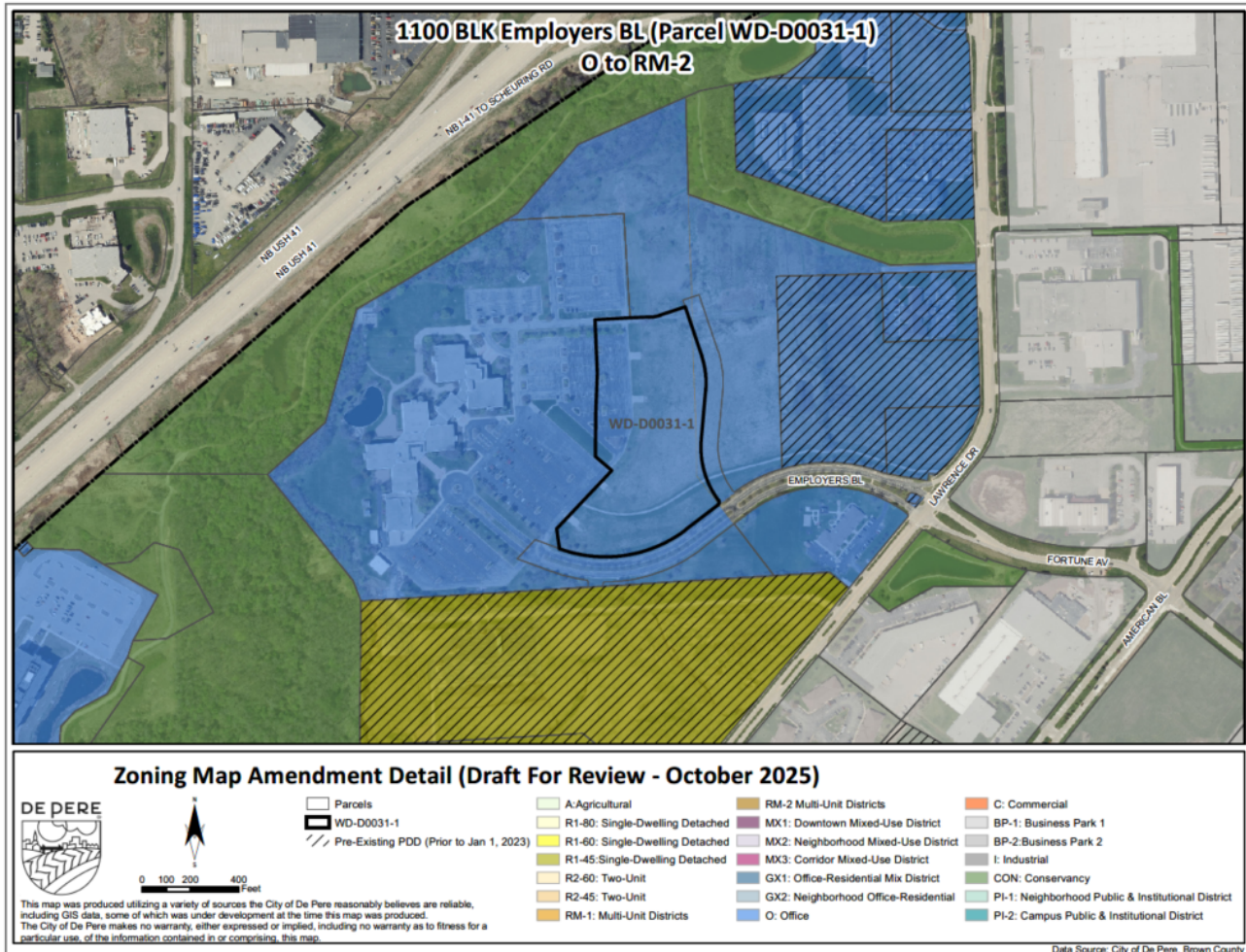
On October 27, 2025, Plan Commission unanimously recommended approval.

ATTACHMENTS:

PC Report, Application and supporting documents - 10 Sep 2025, Zoning Map Amendment,
Legal Description - 10 Sep 2025

Consideration and possible action for a zoning map amendment from O (Office District) to RM-2 (Multi-Unit [7+ units] District) at 1100 BLK Employers BL (Parcel WD-D0031-1).*

SITE MAP



REQUESTED ACTION: Zoning Map Amendment Request from O to RM-2 (File ZMA 25-08).

COMMON DESCRIPTION: 1100 BLK Employers BL, located west of the Employers BL and Lawrence DR intersection.

SURROUNDING LAND USES: Existing and developing office (O) to the north, east, and west. Developing office (O) and residential (R1-45 PDD) to the south.

COMPREHENSIVE PLAN: Multi-Family Residential.

APPLICANT / OWNERS: Authorized Representative
Troy E Hewitt, PLS
Robert E Lee & Associates INC
1250 Centennial Centre BL
Hobart, WI 54155

Property Owner
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 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.

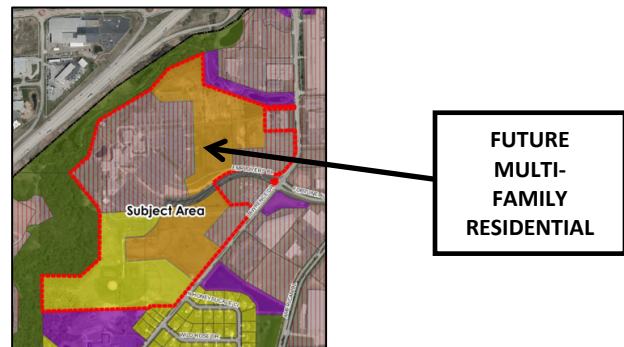
Existing Zoning District

The area was zoned for office development as part of the Humana Campus, and in 2023 when the Zoning Map was updated, the area was identified as O (Office District). Prior to the Zoning Map update, the Comprehensive Plan was revised in May 2021 to reflect a mixed use of Business Park and Multi-Family Residential.

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. As referenced above, a 2021 revision to the Comprehensive Plan identifies future land uses as a mixed use of Business Park and Multi-Family Residential.

CLIP FROM FUTURE LAND USE MAP



Desired Development Patterns

The Comprehensive Plan supports a change to a RM-2 District. There are 24 permitted uses and 11 conditional uses in the RM-2 District. The permitted uses are identified in Zoning Ordinance Article VII and summarized in Table 7-1.

The site is proposed to be developed with multi-unit buildings. Concept designs have been drawn by the petitioner, but a formal site plan has not yet been submitted. Site plans are not required for zoning map amendments.

NEIGHBOR OUTREACH

The notification of property owners within 300 feet of the site, and the publishing of a Class II public notice and public hearing is required for the removal of a PDD overlay. At the time the report was written, no comments were received from property owners. The public hearing is tentatively scheduled for the November 18, 2025, Common Council meeting.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the request for a zoning map amendment from O (Office District) to RM-2 (Multi-Unit [7+ units] District) at 1100 BLK Employers 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:

Sep 10, 2025, 12:38PM EDT

Planning & Zoning Department

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

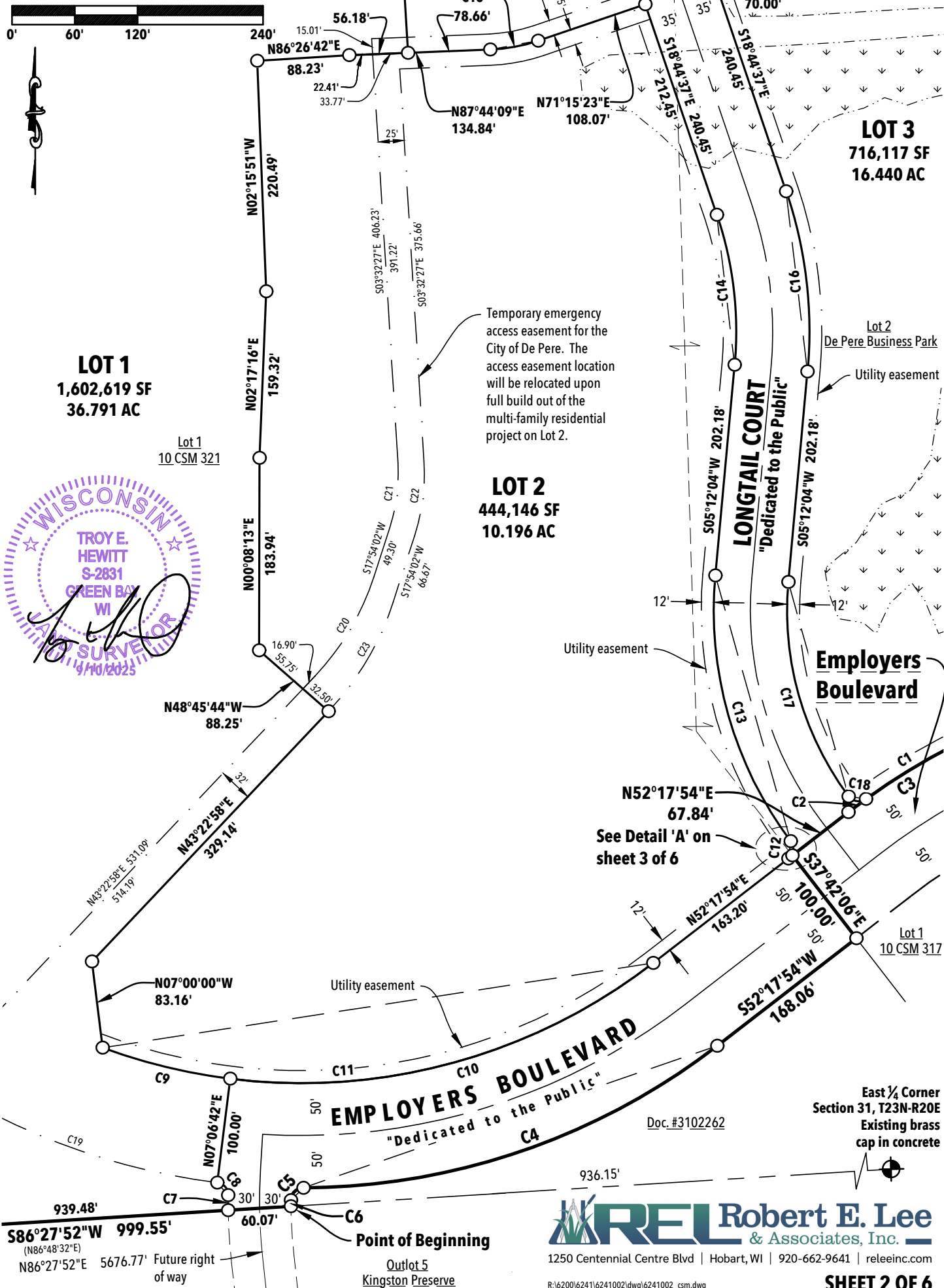
Authorized Representative's Name:		First Name: TROY Last Name: HEWITT
Authorized Representative's Business Name:		Robert E. Lee & Associates, Inc.
Authorized Representative's Phone Number:		9205444436
Authorized Representative's Email Address:		thewitt@releeinc.com
Please attach 1 PDF copy of the CSM.		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:

CERTIFIED SURVEY MAP

PART 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

LOT 2 AND RIGHT OF WAY DETAIL:

SCALE: 1" = 120'



Robert E. Lee
 & Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releeinc.com

R:\6200\6241\6241002\dwg\6241002_csm.dwg

**East ¼ Corner
Section 31, T23N-R20E
Existing brass
cap in concrete**

SHEET 2 OF 6

LOT 2 REZONE LEGAL DESCRIPTION

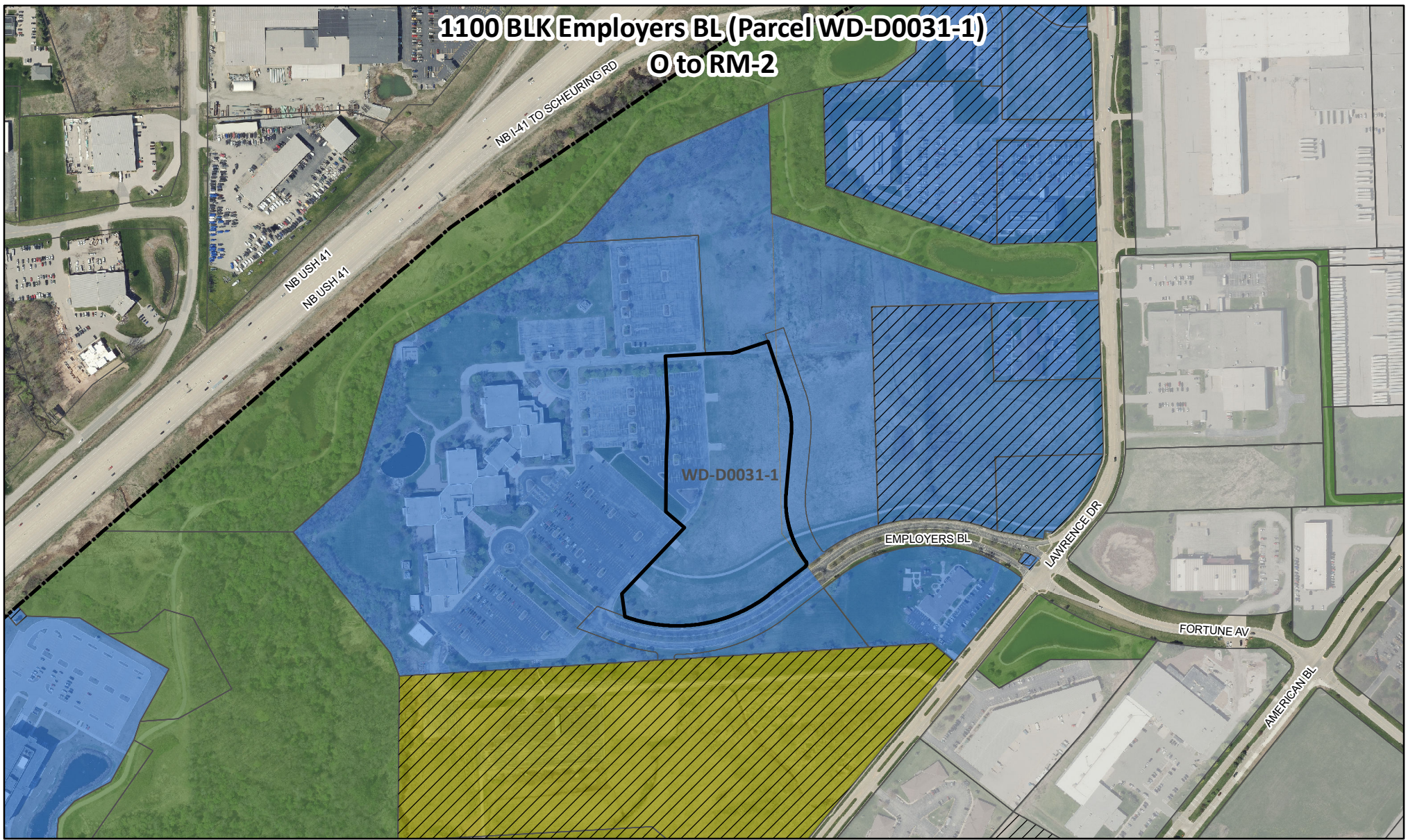
Part of Lot 1, Volume 10 of Certified Survey Maps, Page 321, Map Number 2314, Document Number 968551 and part of Lot 2, Volume 18 of Plats, Page 44, Document Number 1116819, located in the Southeast 1/4 of the Northeast 1/4, Section 31, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the East 1/4 corner of said Section 31; thence S86°27'52"W, 1096.62 feet on the east-west quarter line; thence N07°00'00"W, 162.71 feet to the **POINT OF BEGINNING**; thence N07°00'00"W, 83.16 feet; thence N43°22'58"E, 329.14 feet; thence N48°45'44"W, 88.25 feet; thence N00°08'13"E, 183.94 feet; thence N02°17'16"E, 159.32 feet; thence N02°15'51"W, 220.49 feet; thence N86°26'42"E, 88.23 feet; thence N87°44'09"E, 134.84 feet; thence 46.88 feet on the arc of a 163.00 foot radius curve to the left, having a long chord which bears N79°29'46.5"E, 46.72 feet; thence N71°15'23"E, 108.07 feet; thence S18°44'37"E, 212.45 feet; thence 145.43 feet on the arc of a 348.00 foot radius curve to the right, having a long chord which bears S06°46'16.5"E, 144.38 feet; thence S05°12'04"W, 202.18 feet; thence 270.05 feet on the arc of a 368.00 foot radius curve to the left, having a long chord which bears S15°49'19"E, 264.03 feet; thence 18.67 feet on the arc of a 12.00 foot radius curve to the right, having long chord which bears S07°43'36.5"W, 16.84 feet; thence S52°17'54"W, 163.20 feet; thence 55.86 feet on the arc of a 550.00 foot radius curve to the right, having a long chord which bears S81°15'05"W, 532.50 feet to the Point of Beginning.

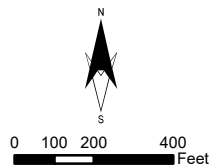


1100 BLK Employers BL (Parcel WD-D0031-1)

O to RM-2



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



- Parcels
- WD-D0031-1
- Pre-Existing PDD (Prior to Jan 1, 2023)

- | | | |
|--|---|---|
| A: Agricultural | RM-2 Multi-Unit Districts | C: Commercial |
| R1-80: Single-Dwelling Detached | MX1: Downtown Mixed-Use District | BP-1: Business Park 1 |
| R1-60: Single-Dwelling Detached | MX2: Neighborhood Mixed-Use District | BP-2: Business Park 2 |
| R1-45: Single-Dwelling Detached | MX3: Corridor Mixed-Use District | I: Industrial |
| R2-60: Two-Unit | GX1: Office-Residential Mix District | CON: Conservancy |
| R2-45: Two-Unit | GX2: Neighborhood Office-Residential | PI-1: Neighborhood Public & Institutional District |
| RM-1: Multi-Unit Districts | O: Office | 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.

LOT 2 REZONE LEGAL DESCRIPTION

Part of Lot 1, Volume 10 of Certified Survey Maps, Page 321, Map Number 2314, Document Number 968551 and part of Lot 2, Volume 18 of Plats, Page 44, Document Number 1116819, located in the Southeast 1/4 of the Northeast 1/4, Section 31, 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, 1096.62 feet on the east-west quarter line; thence N07°00'00"W, 162.71 feet to the **POINT OF BEGINNING**; thence N07°00'00"W, 83.16 feet; thence N43°22'58"E, 329.14 feet; thence N48°45'44"W, 88.25 feet; thence N00°08'13"E, 183.94 feet; thence N02°17'16"E, 159.32 feet; thence N02°15'51"W, 220.49 feet; thence N86°26'42"E, 88.23 feet; thence N87°44'09"E, 134.84 feet; thence 46.88 feet on the arc of a 163.00 foot radius curve to the left, having a long chord which bears N79°29'46.5"E, 46.72 feet; thence N71°15'23"E, 108.07 feet; thence S18°44'37"E, 212.45 feet; thence 145.43 feet on the arc of a 348.00 foot radius curve to the right, having a long chord which bears S06°46'16.5"E, 144.38 feet; thence S05°12'04"W, 202.18 feet; thence 270.05 feet on the arc of a 368.00 foot radius curve to the left, having a long chord which bears S15°49'19"E, 264.03 feet; thence 18.67 feet on the arc of a 12.00 foot radius curve to the right, having long chord which bears S07°43'36.5"W, 16.84 feet; thence S52°17'54"W, 163.20 feet; thence 55.86 feet on the arc of a 550.00 foot radius curve to the right, having a long chord which bears S81°15'05"W, 532.50 feet to the Point of Beginning.





City of De Pere, Wisconsin

I.5.C

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: City Attorney
FROM:
SUBJECT: Ordinance #25-14 Approving Zoning Map Amendment from Office District to RM-2 Multi-Unit (7+ Units) Residential District (1100 Block Employers Boulevard; Parcel WD-D0031-1).
RECOMMENDED ACTION: Motion to Approve.

Corresponding zoning map amendment ordinance as recommended by the Plan Commission.

ATTACHMENTS:
Ord25-14

ORDINANCE #25-14
APPROVING ZONING MAP AMENDMENT FROM O OFFICE DISTRICT
TO RM-2 MULTI-UNIT (7+UNITS) RESIDENTIAL DISTRICT
(1100 Block Employers Boulevard; Parcel WD-D0031-1)

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

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and Zoning Map amendment and, pursuant thereto, a public hearing having been held on the 18th day of November, 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 WD-D0031-1:

Part of Lot 1, Volume 10 of Certified Survey Maps, Page 321, Map Number 2314, Document Number 968551 and part of Lot 2, Volume 18 of Plats, Page 44, Document Number 1116819, located in the Southeast 1/4 of the Northeast 1/4, Section 31, 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, 1096.62 feet on the east-west quarter line; thence N07°00'00"W, 162.71 feet to the **POINT OF BEGINNING**; thence N07°00'00"W, 83.16 feet; thence N43°22'58"E, 329.14 feet; thence N48°45'44"W, 88.25 feet; thence N00°08'13"E, 183.94 feet; thence N02°17'16"E, 159.32 feet; thence N02°15'51"W, 220.49 feet; thence N86°26'42"E, 88.23 feet; thence N87°44'09"E, 134.84 feet; thence 46.88 feet on the arc of a 163.00 foot radius curve to the left, having a long chord which bears N79°29'46.5"E, 46.72 feet; thence N71°15'23"E, 108.07 feet; thence S18°44'37"E, 212.45 feet; thence 145.43 feet on the arc of a 348.00 foot radius curve to the right, having a long chord which bears S06°46'16.5"E, 144.38 feet; thence S05°12'04"W, 202.18 feet; thence 270.05 feet on the arc of a 368.00 foot radius curve to the left, having a long chord which bears S15°49'19"E, 264.03 feet; thence 18.67 feet on the arc of a 12.00 foot radius curve to the right,

having long chord which bears S07°43'36.5"W, 16.84 feet; thence S52°17'54"W, 163.20 feet; thence 55.86 feet on the arc of a 550.00 foot radius curve to the right, having a long chord which bears S81°15'05"W, 532.50 feet to the Point of Beginning.

shall be and the same is hereby rezoned from the present zoning classification of O Office District to RM-2, Multi-Unit (7+ units) Residential District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-26 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

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

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of November, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 10/27/2025

Publication Date: _____

Effective Date: _____



City of De Pere, Wisconsin

I.6

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: Development Services
FROM: Peter Schleinz, City Planner/Zoning Administrator
SUBJECT: Public Hearing on revisions to Chapter 14 De Pere Municipal Code regarding the zoning ordinance.
RECOMMENDED ACTION:

ATTACHMENTS:
None



City of De Pere, Wisconsin

I.6.A

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Notice of public hearing.
RECOMMENDED ACTION:

ATTACHMENTS:

Public Hearing Notice_Zoning Code Updates_11-18-25 mtg_Class 2

Publish: October 31, 2025, and November 7, 2025, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, November 18, 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 following: Resulting from a periodic review, 4 revisions to Chapter 14 De Pere Municipal Code regarding the Zoning Ordinance.

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 copy of the spreadsheets with the proposed updates to the Chapter 14 Zoning Ordinance and Official Zoning Map are available online at <https://www.deperewi.gov/department/photos/index.php?structureid=124> or by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 28th day of October, 2025.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk



City of De Pere, Wisconsin

I.6.B

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: Development Services
FROM: Peter Schleinz, City Planner/Zoning Administrator
SUBJECT: Recommendation from Plan Commission.
RECOMMENDED ACTION: Approval

On October 27, 2025, Plan Commission unanimously recommended approval.

ATTACHMENTS:

Zoning Ordinance-Map Memo for PC - October 2025, Public Hearing Notice

CITY OF DE PERE MEMO



To: James Boyd, Mayor
Plan Commission Members

From: Peter Schleinz, Senior Planner | Zoning Administrator

Date: October 27, 2025

RE: **Consideration and possible action for October 2025 amendments to Municipal Code Chapter 14 (Zoning Ordinance).***

Summary:

The Common Council approved a new Zoning Ordinance and new Official Zoning Map on December 20, 2022, which became effective on January 1, 2023. The new Zoning Ordinance and Official Zoning Map were designed to have periodic reviews for potential amendments. This is the October amendment.

Potential Revisions:

To maintain transparency with the Plan Commission, Common Council, and the public, the attached document redlines the potential amendments to the Zoning Ordinance and Zoning Map. Staff proposals include four Zoning Ordinance amendments and zero Zoning Map amendments. A brief description list is on the back of this memo.

Plan Commission Recommendations:

Approve the amendments to both the Municipal Code Chapter 14 (Zoning Ordinance) and forward the amendments to Common Council for a final decision.

Description of Amendments (Similar Topics are Clustered Together)

- A. The Principal Use Table is revised to show three separate categories for community living arrangement, instead of one category, with the number of residents allowed in a facility matching Wisconsin Statutes.
- B. The community living arrangement use definitions are updated to reflect the above Table revision.
- C. The outdoor storage accessory use regulations are updated to remove being contiguous to a building.
- D. The RM-1 and RM-2 Districts are added to the lighting regulations section for neon lighting, dark sky compliant lighting, light color standard, mounted fixture height, and temporary lighting.

-end-

Publish: October 31, 2025, and November 7, 2025, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, November 18, 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 following: Resulting from a periodic review, 4 revisions to Chapter 14 De Pere Municipal Code regarding the Zoning Ordinance.

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 copy of the spreadsheets with the proposed updates to the Chapter 14 Zoning Ordinance and Official Zoning Map are available online at <https://www.deperewi.gov/department/photos/index.php?structureid=124> or by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 28th day of October, 2025.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk



City of De Pere, Wisconsin

I.6.C

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: City Attorney
FROM: Angela Zills, Paralegal
SUBJECT: Ordinance #25-15 Amending Chapter 14 Zoning Ordinance of the De Pere Municipal Code.
RECOMMENDED ACTION: Motion to Approve Plan Commission recommendation.

Corresponding Ordinance to incorporate revisions to Zoning Ordinance resulting from a quarterly review.

ATTACHMENTS:

Ord25-15, Zoning Ordinance Updates - Redlined Summary for PC - October 2025

ORDINANCE #25-15

AMENDING CHAPTER 14 ZONING ORDINANCE OF THE DE PERE MUNICIPAL CODE

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding amendments to Chapter 14 (Zoning Ordinance) of the City of De Pere Municipal Code, 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 amendments to Chapter 14 (resulting from a quarterly review), a public hearing having been held on the 18th day of November, 2025 at 7:35 p.m. and the Common Council having heard all interested parties, their agents and/or attorneys;

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

Section 1. Chapter 14 – ZONING ORDINANCE shall be amended as shown on the Redlined Revisions for Zoning Ordinance attached hereto and incorporated herein by reference.

Section 2. That all other ordinances in conflict herewith are hereby repealed.

Section 3. That this ordinance shall take effect upon passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of November, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee/Commission Approval: 10/27/2025

Publication Date: _____

Redlined Revisions for Zoning Ordinance
Plan Commission Review October 27, 2025
Common Council Decision November 18, 2025

Section 14-70 Table 7-1 [Only Residential Use Subcategory portion of Table is shown.]

TABLE 7-1 — PRINCIPAL USE TABLE																		
USE CATEGORY	Districts																Definition & Regulations	
Use Subcategory	Residential				Mixed-Use					Commercial & Employment				Special [1]				
Specific Use Type	R1	R2	RM-1	RM-2	MX1	MX2	MX3	GX1	GX2	O	C	BP-1	BP-2	I	AG	PI-1		PI-2
RESIDENTIAL																		
Household Living																		
Single-Household	●	●	●	●	●	●	●	●	●	-	-	-	-	-	●	-	-	14-71(1)
Two-Household	-	●	●	●	●	●	●	●	●	-	-	-	-	-	-	-	-	14-71(1)
Three-to-Six-Household	-	-	●	●	●	●	●	●	●	-	-	-	-	-	-	-	-	14-71(1)
Seven+-Household	-	-	-	●	●	●	●	●	●	-	-	-	-	-	-	-	-	14-71(1)
Live-Work	-	-	-	-	●	●	●	●	●	-	-	-	-	-	-	-	-	14-71(1)
Group Living																		
Adult Family Home	●	●	●	●	●	●	●	●	●	-	-	-	-	-	-	-	-	14-71(2)
Community Living Arrangement (1-8)	●	●	●	●	●	●	●	●	●	-	-	-	-	-	●	-	-	14-71(2)
Community Living Arrangement (9-15)	-	-	-	●	○	○	○	●	●	-	-	-	-	-	-	-	-	14-71(2)
Community Living Arrangement (16+)	-	-	-	●	○	○	○	●	●	-	●	-	-	-	-	-	-	14-71(2)
Foster Home	●	●	●	●	●	●	●	●	●	-	-	-	-	-	-	-	-	14-71(2)
Overnight Shelter	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	-	14-71(2)
Group Living not otherwise classified	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	-	-	14-71(2)
Neighborhood Clubhouse	●	●	●	●	-	-	-	-	-	-	-	-	-	-	-	-	-	14-71(f)
KEY: ●=permitted by right ●=permitted only above ground-floor ○=conditional use --prohibited																		
(1) Uses allowed in CON (Conservancy) district are listed in 14-52																		

KEY: ●=permitted by right | ○=permitted only above ground-floor | ○=conditional use | -=prohibited

[1] Uses allowed in CON (Conservancy) district are listed in [14-52](#)

Section 14-71(2)(b)

(b) Community Living Arrangement (1-8)

As defined in Section 46.03(22), Wisconsin Statutes, **with a maximum of 8 residents.**

(c) Community Living Arrangement (9-15)

As defined in Section 46.03(22), Wisconsin Statutes, **with 9 to 15 residents.**

(d) Community Living Arrangement (16+)

As defined in Section 46.03(22), Wisconsin Statutes, **with 16 or more residents.**

Subsections (c) through (f) to be re-lettered as subsections (e) through (h).

Section 14-78(10)(b)4.

~~(e) Outdoor storage areas must be contiguous with the building.~~

Section 14-95(3)

(3) Lighting in Multi-Unit Residential, Mixed Use, Commercial, and Employment Districts



City of De Pere, Wisconsin

I.8

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Recommendation from the License Committee on a request by Rose Antepenکو to appear before the License Committee regarding the denial of her operator license application.
RECOMMENDED ACTION:

ATTACHMENTS:

R Antepenکو, Alcohol beverage license enforcement policy guidelines

CITY OF DE PERE
ALCOHOL BEVERAGE LICENSES
ENFORCEMENT POLICY GUIDELINES

Intent. It is the responsibility of the License Committee (“Committee”) of the De Pere Common Council to screen applications for alcohol beverage licenses within the City of De Pere (“City”) and to make recommendations to the Common Council for its decision under the City’s licensing authority in Chapter 125 of the Wisconsin Statutes and Chapter 7 of the De Pere Municipal Code. The Committee adopts the following guidelines in order to specify the reasons for denying, non-renewing or revoking an alcohol beverage license. If a decision is made to deny, revoke, suspend or non-renew a license, the Council is required to provide that person with a written reason for the denial. These guidelines are adopted to assist the Committee in its reviews and recommendations and the Common Council in its decision-making, to meet that requirement.

The following guidelines are established by the Committee to provide a framework for determining which persons are eligible for issuance of an alcohol beverage license (*i.e.* grounds for denial) and a framework for suspension, revocation or non-renewal. **Broad discretion is retained by both the Committee and the Common Council to consider each case on an individual basis. Deviation from the guidelines is permitted if unusual, exaggerated or mitigating circumstances exist, which may include, but are not limited to, the particular circumstances documented or the length of time that has expired since the offense.**

Alcohol beverage license holders must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunk driving laws, and assist with minimizing disturbances of the peace and maintaining the safety of the community. Individuals with a past history of negative or uncooperative contacts with police agencies should be scrutinized to determine if their past behavior is compatible with these expectations; provided, however, that the Committee and the Common Council shall not discriminate against applicants based on a prior arrest or conviction record, pursuant to Wis. Stat. §§ 111.321, 111.322, 111.335 and 125.12(1)(b), unless the arrests or convictions substantially relate to the circumstances of the licensed activity. It is with these goals in mind that these guidelines are adopted.

For purposes of these guidelines, an “alcohol beverage license,” “license” or “permit” constitutes a retail license or an operator’s license. Additionally, the definition of “person” is as defined in Wis. Stat. § 125.02(14). Therefore, these guidelines also apply to corporations, limited liability companies, agents, and partnerships. A corporation or limited liability company with an arrest or conviction record may be issued a license if the corporation or limited liability company has terminated its relationship with all the individuals whose actions directly contributed to the conviction. **Furthermore, to the extent Wis. Stat. Ch. 125 or De Pere Ordinances provide additional grounds for denial, suspension, revocation or non-renewal, the Committee may also rely on those provisions.**

The Common Council will only deny renewal of, suspend or revoke a current alcohol beverage license under these guidelines, or other justification provided by law, if the person committed an offense substantially related to the licensed activity within the license year period immediately preceding the year for which the person is seeking renewal or within the license year period in which suspension or revocation is sought, unless the Police Chief demonstrates that previous offenses were not considered in the approval of the current license. In the event the person is considered for non-renewal, suspension or revocation as the result of such an offense, the Committee and Common Council shall consider all offenses,

regardless of when they occurred, to determine application of these guidelines.

Additionally, with respect to a non-natural person, such person's license may be revoked, suspended or non-renewed in the event a new officer, director, member, or manager, is named and such person does not qualify under these guidelines; with the exception that a corporation or limited liability company may retain its license if it terminates its relationship with all the individuals whose actions directly contributed to the conviction. With respect to successor agents, see Wis. Stat. § 125.04(6).

Notwithstanding the above, the following violations may not be used as grounds for suspension, revocation or non-renewal of an existing license:

1. Furnishing alcohol beverages to underage persons (unless the licensee has committed more than one (1) violation within a one (1) year period, or has committed a single violation in two consecutive years); or
2. Violations punishable under Wis. Stat. § 945.03(2m), 945.04(2m) or 945.05(1m) (relating to commercial gambling and gambling devices).

A copy of these guidelines shall be provided to each person who applies for a license.

GUIDELINES

Guideline 1. If the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of any felony, unless duly pardoned, does not qualify for an alcohol beverage license. (To the extent the other guidelines reference a specific offense, this guideline shall apply if the offense constitutes a felony.)

Guideline 2. If the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of, released from incarceration in a State or Federal Prison System, or a county jail for, or released from parole or probation status, for two (2) or more offenses, **arising out of separate incidents**, within the last ten (10) years in the following subcategories, does not qualify for an alcohol beverage license:

- (a) Violent crimes against the person of another, including but not limited to homicide, aggravated battery, sexual assault, injury by negligent use of a weapon, injury by negligent use of a vehicle, or injury by intoxicated use of a vehicle.
- (b) Crimes involving cooperation (or lack thereof) with law enforcement officials, including but not limited to, obstructing a police officer, resisting arrest, bribery of public officers or employees, misconduct in public office, bomb scares, or acts or threats of terrorism.
- (c) Manufacturing, distributing, delivering a controlled substance or a controlled substance analog; possessing with intent to manufacture, distribute or deliver, a controlled substance or a controlled substance analog.

Guideline 3. Provided the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of, released from incarceration in a State or Federal Prison System, or a county jail for, or released from parole or probation status, for two (2) or more offenses, **arising out of separate incidents**, within the last seven (7) years in the following subcategories, does not qualify for an alcohol beverage license:

- (a) Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitution related offenses, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.

- (b) Alcohol beverage offenses (under Wis. Stat. Ch. 125 or De Pere Ordinance Ch. 7 - excluding administrative violations such as “failure to frame license”) **(furnishing alcohol beverages to underage persons shall not be used as grounds for suspension, revocation, or non-renewal of an existing license unless the licensee has committed two (2) violations within a one (1) year period, or committed a single violation in two consecutive years).**
- (c) Perjury or false swearing, wherein the offense involves an incident at a place that is or should have been licensed under Wis. Stat. Ch. 125.
- (d) Possessing a controlled substance, controlled substance analog or drug paraphernalia.
- (e) Operating a motor vehicle while under the influence of intoxicants or drugs.
- (f) Operating a motor vehicle with a BAC in excess of .08% by weight.
- (g) Open intoxicants in public places or in a motor vehicle.

Guideline 4. Provided the offenses are **substantially related to the circumstances of the licensed activity**, any person who is a habitual law offender does not qualify for an alcohol beverage license. To constitute a habitual law offender there need not have been a trial or conviction for each or any offense. What is required is that the offenses were committed, that the law has been violated, and that the fact of such violations can be shown. *See Smith v. City of Oak Creek*, 139 Wis. 2d 788 (1987). For purposes of these guidelines, a habitual offender includes, but is not limited to a person who has committed two (2) or more offenses, each a separate incident, within the immediately preceding five (5) years.

Guideline 5. Provided the offenses are **substantially related to the circumstances of the licensed activity**, a pending criminal charge for any of the following offenses may be the basis for denial, non-renewal, suspension or revocation of an alcohol beverage license:

- (a) Any violation of Wis. Stat. Chapter 940, Crimes Against Life and Bodily Security.
- (b) The following violations of Wis. Stat. Chapter 948: sexual assault of a child, repeated sexual assault of the same child, physical abuse of a child, sexual exploitation of a child, trafficking of a child, causing a child to view or listen to sexual activity, incest with a child, child enticement, use of a computer to facilitate a child sex crime, soliciting a child for prostitution, sexual assault of a child placed in substitute care, sexual assault of a child by school staff person or a person who works or volunteers with children.
- (c) A violent crime against a child.
- (d) A violation of the law of another jurisdiction that would be a violation of (a), (b), or (c) if committed in this state.

Guideline 6. In addition to the other provisions under these guidelines, pursuant to Wis. Stat § 125.12, a person’s alcohol beverage license may be denied, non-renewed, suspended or revoked if the person:

- (a) Keeps or maintains a disorderly or riotous, indecent or improper house.
- (b) Sold or has given away alcohol beverages to known habitual drunkards.
- (c) Does not possess the qualifications under Chapter 125 of the Wisconsin Statutes and Chapter 7 of the De Pere Municipal Code to hold a license.
- (d) Was issued a license in conjunction with a warning letter as to any future law violations, regardless of whether the basis for the warning letter was conduct occurring earlier or outside of any of the time limits set forth in Guidelines 2, 3 and 4 above, and has committed a law violation subsequent to the issuance of the warning letter.

Guideline 7. Any person who materially falsifies an application for an alcohol beverage license will not be eligible to re-apply for an alcohol beverage license for a period of twelve (12) months from the **date of denial** of such application. The Committee within its review and recommendation process and the Common Council may waive the provisions of this paragraph, allow the applicant to submit a corrected application, with the appropriate fee, and grant an alcohol beverage license to the person, if it appears to the Common Council that any falsifications on the application were the result of inadvertence, excusable neglect or mistake.

Guideline 8. In the event that any person's alcohol beverage license is denied, non-renewed, suspended or revoked based upon the person's conviction record, the person shall be allowed the opportunity to show evidence of rehabilitation and fitness to engage in the licensed activity. If the person shows competent evidence of sufficient rehabilitation and fitness to perform the licensed activity, the Committee may not refuse to license the person or bar or terminate the person from licensing based on that conviction record unless the conviction is for an exempt offense under Wis. Stat. § 111.335(4). Competent evidence of sufficient rehabilitation and fitness to perform the licensed activity may be established by the production of any of the following:

- (a) The person's most recent certified copy of a federal department of defense form DD-214 showing the person's honorable discharge, or separation under honorable conditions, from the U.S. armed forces for military service rendered following conviction for any offense that would otherwise disqualify the person from the license sought, except that the discharge form is not competent evidence of sufficient rehabilitation and fitness to perform the licensed activity if the person was convicted of any misdemeanor or felony subsequent to the date of the honorable discharge or separation from military service.
- (b) A copy of the local, state, or federal release document; and either a copy of the relevant department of corrections document showing completion of probation, extended supervision, or parole; or other evidence that at least one year has elapsed since release from any local, state, or federal correctional institution without subsequent conviction of a crime along with evidence showing compliance with all terms and conditions of probation, extended supervision, or parole.
- (c) In addition to the above documentary evidence, the Committee will consider any of the following evidence presented by the individual:
 - i. Evidence of the nature and seriousness of any offense of which he or she was convicted.
 - ii. Evidence of all circumstances relative to the offense, including mitigating circumstances or social conditions surrounding the commission of the offense.
 - iii. The age of the person at the time the offense was committed.
 - iv. The length of time that has elapsed since the offense was committed.
 - v. Letters of reference by individuals who have been in contact with the person since the person's release from any local, state, or federal correctional institution.
 - vi. All other relevant evidence of rehabilitation and present fitness presented.

Severability. If any section, subsection, sentence or phrase of this Policy is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such

decision shall not affect the validity of any other section, subsection, sentence, clause or phrase.

Conflict. Any impermissible conflict between Wis. Stat. Ch. 125, Ch. 7 of the De Pere Municipal Code and this policy shall be decided on the order of precedence which shall be the order listed in this sentence.

This policy will go into effect on the 3rd day of March, 2020.



City of De Pere, Wisconsin

I.9

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: Fire
FROM: Brett Jansen, Fire Chief
SUBJECT: Update from Fire Department on delivery of new ambulance
(Non-action item; informational only).
RECOMMENDED ACTION: Informational only, no actions needed.

New Ambulance Delivery update on behalf of the Fire Department.

ATTACHMENTS:

New Ambulance Delivery Staff Report, Ambulance Photo



City of De Pere, Wisconsin

I.9

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: Fire
FROM: Brett Jansen, Fire Chief
SUBJECT: Update from Fire Department on delivery of new ambulance
(Non-action item; informational only).
RECOMMENDED ACTION: Informational only, no actions needed.

New Ambulance Delivery update on behalf of the Fire Department.

ATTACHMENTS:

New Ambulance Delivery Staff Report, Ambulance Photo

Memo



To: Honorable Mayor James Boyd
Members of the Common Council

From: Brett Jansen, Fire Chief

Date: November 18, 2025

Re: New Ambulance Delivery

De Pere Fire Rescue is thankful to have accepted delivery of a new Horton/International Type I, 4wd Ford ambulance on Friday, October 24, 2025. The new vehicle was approved for the 2023/2024 budget and preordered in June 2022. On average, it takes around three years to build an ambulance from the time the order is placed. This vehicle is the result of years of hard work and planning by the Vehicle Specification Team, who accepted the challenge and responsibility of updating and implementing standards that best serve our community in the most effective and efficient manner.

The new ambulance will be badged Ambulance 121 and will respond primarily from Station #2, which is the busiest ambulance call area in the city. This will replace the current 2017 medium-duty ambulance that is currently in service at Station #2.

This new ambulance is equipped with a Stryker Power-LOAD system. This improved technology is a device that lifts the weight of the patient and the patient cot or stretcher as a patient is being loaded or unloaded from the ambulance. This technology dramatically reduces the number of times our staff lift patients, which improves work quality by reducing risk of injury in an industry that is at high risk for lifting injuries.

The ambulance is also equipped with liquid springs to provide more of a stable ride for our patients and providers. The ambulance is a direct match to our 2023 Horton 4wd ambulance, which will allow consistency in our operations and response.

Thank you, Mayor Boyd, members of the Common Council and citizens of De Pere for supporting and providing such a valuable resource. The ambulance is currently in service, and all citizens are welcome to stop in to see their new ambulance.

If you have any questions, please don't hesitate to ask.





City of De Pere, Wisconsin

I.10

Request for Common Council Action

MEETING DATE:	November 18, 2025
DEPARTMENT:	Fire
FROM:	Brett Jansen, Fire Chief
SUBJECT:	Recommendation from the Finance-Personnel Committee to approve the Emergency Medical Services contract with Town of Lawrence.
RECOMMENDED ACTION:	Motion to Approve.

Staff recommends approval of the EMS contract with the Town of Lawrence. The Finance Personnel Committee voted unanimously to approve the EMS contract with the Town of Lawrence at their meeting on November 11, 2025.

ATTACHMENTS:

EMS Service Agreement Memo Approval with Lawrence, IGA with Exhibits A-C

Memo



To: Honorable Mayor James Boyd
Members of the Finance & Personnel Committee

From: Fire Chief Brett Jansen

Date: November 11, 2025

Re: Approval of the Emergency Medical Services Contract with Town of Lawrence

De Pere Fire Rescue strives to deliver the most superior and professional Emergency Medical Services (EMS) to its communities. The City of De Pere has been serving as the EMS provider for the Town of Lawrence under the current contract since 2012. The Town of Lawrence is at the current contracted rate of \$14.88 per capita. We have enjoyed our partnership with Lawrence and believe it has provided benefit to both communities.

Previous service agreements were not based on the cost to provide the service, nor were they scaled to keep pace with rising costs. According to the Wisconsin Policy Forum, Fire/EMS spending from 1986-2019 has been 12% to 15% of operating capital for Wisconsin Municipalities and towns. Our existing service agreements have fallen significantly below the costs of providing the service, creating an unfair burden on the city.

Leadership from the City of De Pere and the Town of Lawrence have been meeting since July, 2025 to develop a methodology and rate increase for De Pere Fire Rescue to provide EMS services to the Town of Lawrence. The methodology was based on the following objectives:

- We seek to continue to provide EMS Services for the Town of Lawrence.
- We seek a contract that utilizes transparent data sharing and provides an equitable calculation methodology agreed upon by all parties.
- We acknowledge a shared responsibility to provide the best services at the best cost possible for all entities.

The drafted contract proposes the following:

1. The new contract is established in 2025, for services starting January 1, 2026.
2. Fixed price for the first four 4 years. Variable Price for subsequent years based on actual cost review.
3. The contract includes an auto-renew after year 5 with adjustments as defined.
4. Either party may terminate the contract with an 180-day notice of non-renewal.

5. Fixed per capita pricing for the first 4 years (2026-2028) as follows:
 - a. Year 2026: \$18.00
 - b. Year 2027: \$21.00
 - c. Year 2028: \$24.00
 - d. Year 2029: \$26.00
6. Contract population to be adjusted annually based on most current Wisconsin Population Estimates.
7. 'Catch Up Payment' equivalent to the difference between the Ledgeview and Lawrence per capita rate to be accrue in years 1- 4 and be paid in two installments in years 4 and 5.
8. 2030 pricing review and subsequent years at variable pricing.
9. A Gap Payment shall be issued to Lawrence for that upcoming service year, for payment to De Pere in an amount equal to the Gap Per Capita, as defined via illustrative calculation on the attached Exhibit B, multiplied by the Lawrence Population.

The City of De Pere will receive all revenue generated from the ambulance billing and the revenue received will calculate the formula for the 2030 and subsequent years with no grader than a 5% increase or decrease. If the calculated rate equals less than 5% the Consumer Price Index, it will be applied for the next service year. If the increase or decrease is greater than 5% in either direction, then a refund or invoice of payment will be generated for the difference above 5%.

We believe that the updated pricing model will continue the high level of EMS service in the region at a rate that is equitable for all parties. De Pere Fire Rescue respectfully requests approval of the drafted contract for emergency medical services (EMS) between the City of De Pere and the Town of Lawrence, to take effect on January 1, 2026.

Thank you for your consideration. If you have any questions, please do not hesitate to ask.

**INTERGOVERNMENTAL AGREEMENT FOR
EMERGENCY MEDICAL SERVICES and RESCUE
BETWEEN**

**THE CITY OF DE PERE
AND
THE TOWN OF LAWRENCE**

This Agreement is made and entered into pursuant to the authority of Wis. Stats. §66.0301, this ____ day of _____, 2025 as an intergovernmental agreement, by and between the City of De Pere, a Wisconsin municipal corporation (“De Pere”) and the Town of Lawrence, a Wisconsin township (“Lawrence”), collectively referred to as “the Parties”.

WHEREAS, the Parties have previously entered into agreement for the provision of emergency rescue services together with various amendments and addenda thereto; and

WHEREAS, the population growth in both De Pere and Lawrence, together with increasing service costs have necessitated the renegotiation of such agreements; and

WHEREAS, the Parties, individually and collectively, believe it to be in the best interests of their respective citizenry to enter into this new Agreement for emergency medical services and rescue; and

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

- A. Prior Agreements. The parties agree that any and all prior agreements for the provision of emergency medical services and rescue, together with any and all amendments and addenda thereto, are hereby terminated.
- B. Provision of Emergency Medical and Rescue Services. De Pere agrees to provide and make available on-call emergency medical and rescue services within the geographic area of Lawrence, as depicted and identified as the Service Area on Exhibit A, attached hereto and made a part hereof.

1. The scope of services shall consist of emergency medical and rescue services as follows:
 - a. Emergency rescue services: Emergency medical services and transportation, including disentanglement/extrication.
 - b. Advanced life support services: Trauma and cardiac life support and transportation provided by paramedical level staff including emergency rescue service.
2. De Pere shall staff its rescue vehicle(s) with employees who are trained and licensed in accordance with the requirements of the State of Wisconsin.
3. All rescue vehicle(s) utilized by De Pere for provisions of services under this Agreement shall comply with all regulations and standards imposed by the State of Wisconsin.
4. In no event shall the services provided be for non-emergency purposes. Patient transportation shall be to a Green Bay hospital unless approved by medical control. When practicable, such transport will be to the Green Bay hospital of the transportee's choice; however, should the transportee be unable to communicate such choice or should rescue personnel, in the exercise of their professional judgment, determine that a particular hospital is suited for the transportee's medical condition, the rescue personnel decision shall prevail.
5. In no event shall this Agreement be considered a guarantee or warranty of emergency or medical services or of the ability to provide such services upon demand. Lawrence understands and acknowledges that De Pere is a participant in the Brown County Mutual Aid Agreement ("County Agreement"). Pursuant to the County Agreement, De Pere may have occasion to request rescue services from a neighboring jurisdiction, which may result in Lawrence being the recipient of those mutual aid services. Lawrence agrees to accept such mutual aid services contemplated under the County Agreement, as being provided by De Pere under this Agreement.

6. De Pere shall use its same efforts toward responding to all requests for rescue calls received by De Pere personnel without regard to whether such calls are within De Pere, Lawrence, or any other jurisdiction. This shall in no way or manner be construed as any warranty or guarantee for service.

C. Contract Service Fees

1. In consideration of services provided under this Agreement, Lawrence shall pay to De Pere a Contract Service Fee ("Fee") calculated on per capita fee basis utilizing operating expenditures and operating revenues for De Pere, as more fully described in the Contract Pricing Calculator Schedule attached hereto as Exhibit B.
2. In addition to the Fee payable by Lawrence, De Pere shall charge to each user of services hereunder such fees consistent with its established Rescue Fee policy ("User Charges"). Residents of Lawrence will be charged fees at the De Pere Resident Rate. A copy of such current fees is attached hereto as Exhibit C.
3. The Fee for service years 2026-2029 shall be equal to the population data multiplied by the following Contract Service Rate ("Rate").
 - a. Year 2026: \$18.00
 - b. Year 2027: \$21.00
 - c. Year 2028: \$24.00
 - d. Year 2029: \$26.00
4. For service year 2030 and onward, De Pere, shall utilize the actuals (2) years in arrears for population data, operating expenditures and revenues to determine the Rate for the following service year based upon the difference in the Rate from the previous service and the Net Operating Cost per Capita two years in arrears (Net Operating Cost per Capita equals the Gross Cost Per Capita [Population Data/Operating Expenditures = Gross Cost Per Capita] less the Non-Contract Revenue Per Capita [Population Data/Operating Revenues = Non-Contract Revenue Per Capita]).

- a. For example, to determine the Fee for the 2030 service year, the calculated Net Operating Cost per Capita for 2028 will be compared to the Rate for service year 2029 and based on the difference, the applicable adjustment calculator will be applied to determine the Rate and the resulting Fee.
 - b. The State of Wisconsin Department of Administration's final population estimates shall be the basis for establishing Lawrence's population data for the applicable year.
5. Lawrence shall make Catch Up Payments to De Pere based on its population data multiplied by the delta between its fixed Rate under this Agreement and the applicable contract service rate between Ledgeview and De Pere for the years 2026-2029. The Catch Up Payment delta rate will be as follows:

2026: \$2.00

2027: \$3.00

2028: \$2.00

2029: Variable based on Ledgeview's calculated rate.

Lawrence's Catch Up Payments shall be paid in two (2) equal installments in years 2029 and 2030. De Pere shall invoice Lawrence for each Catch Up Payment, and such invoices shall be due within 30 (30) days of receipt by Lawrence.

6. Contract Service Rate Adjustment Calculator Schedule ("Schedule"):

a. CPI Rate Increase

- i. If the Per Capita Difference [Net Operating Cost per Capita less the prior year's Contract Service Rate/prior year's Contract Service Rate] equals less than 5%, the Contract Service Rate shall adjust by the Consumer Price Index of the service year, two years in arrears. This will be the new Contract Service Rate for the next service year.

b. 5% Rate Decrease and Refund Payment

- i. If the Per Capita Difference equals a deficit of 5% or more, the Contract Service Rate shall be decreased by 5% and Lawrence will receive a Gap Refund Payment (“Gap Refund”) based on the variance in the Per Capita Difference. (For example, if the Per Capita Difference is -7.1% [Net Operating Cost Per Capita of \$24.17 less the 2029 Contract Service Rate of \$26.00 divided by the 2029 Contract Service Rate of \$26.00] the Contract Service Rate for 2030 will be \$24.70 (2029 Contract Service Rate less 5%).
- ii. Additionally, a Refund shall be issued to Lawrence for that upcoming service year, which will be equal to the Gap Per Capita, as defined via illustrative calculation on the attached Exhibit B, multiplied by the Lawrence Population. (See Exhibit B)

c. 5% Rate Increase and Invoice Payment

- i. If the Per Capita Difference equals an increase of 5% or more, the Contract Service Rate shall be increased by 5% and Lawrence will receive a Gap Payment Invoice (“Gap Payment”) based on the variance in the Per Capita Difference. (For example, if the Per Capita Difference is 7.9% [Net Operating Cost Per Capita of \$28.05 less the 2029 Contract Service Rate of \$26.00 divided by the 2029 Contract Service Rate of \$26.00] the Contract Service Rate for 2030 will be \$27.30 (2029 Contract Service Rate plus 5%)
- ii. Additionally, a Gap Payment shall be issued to Lawrence for that upcoming service year, for payment to De Pere in an amount equal to the Gap Per Capita, as defined via illustrative calculation on the attached Exhibit B, multiplied by the Lawrence Population. (See Exhibit B.)

7. Notice of Contract Service Fee. De Pere shall conduct an annual review of its actuals for the prior service year and shall meet with Lawrence to discuss the results of that review. As part of this review and meeting, Lawrence shall provide the population data as described in paragraph C.4.b. of this Agreement. De Pere shall then provide written

notice to Lawrence of the Contract Service fee for the next following service year on or before June 30th. The notice will include the Contract Service Rate, the Contract Service Fee, a quarterly payment schedule and any Gap Refund or Gap Payment due.

8. Payments. De Pere shall invoice Lawrence equal quarterly installment payments for the Contract Service Fee on the 15th day of the first month of each quarter, commencing January 15, 2026, and quarterly thereafter until termination or expiration of the Agreement. Such invoices shall be due within (30) thirty days of receipt by Lawrence.

If a Gap Refund or a Gap Payment is due based on the Schedule, such refund or payment shall be issued or due annually by January 31st. (For example, if the June 30, 2029 Notice of Contract Service Fee provides that a Gap Refund or Gap Payment is owed, such refund or payment will be issued or due by January 31st, 2030.)

D. Term

1. Initial Term. The term of this Agreement, commencing as of January 1, 2026, and shall continue for five (5) years ("Initial Term") unless modified or terminated by either Party as provided herein.
2. Renewal. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods ("Renewal Term") unless either Party notifies the other in writing of its intention to not renew, no less than 180 days prior to the date on which the Agreement would otherwise automatically renew.
3. Breach. A party may terminate this Agreement if the other party commits a material breach of this Agreement by giving 30 days' notice to the breaching party. A material breach shall be defined as a breach that strikes so deeply at heart of the contract that it renders the Agreement "irreparably broken" and defeats the purpose of the making the contract in the first place. If the breaching party fails to correct the breach within 30 days, the Agreement is terminated. Notwithstanding the foregoing, De Pere may terminate this Agreement if Lawrence fails to make timely payment for amounts due

hereunder and such failure continues for a period of thirty (30) days following written notice of such failure by De Pere to Lawrence.

4. Equalizing Payment. In the event that Lawrence issues its notice of nonrenewal during the final year of the Initial Term and accordingly does not continue with a Renewal Term(s), Lawrence shall make an Equalizing Payment in the amount of \$80,000.00 to align expenditures for service costs not contemplated in the flat service fees for service years 2026-2029.
5. Fees/Gap Refunds/Gap Payments Upon Termination. Following the termination and/or expiration of the Agreement, the Parties will remain obligated to each other for any Gap Refund or Gap Payment that may be due pursuant to Schedule for what would have been the next upcoming service year. Any such Gap Refund or Gap Payment shall be issued or due by July 31st of the next following calendar year until all actuals for prior service years are accounted for and reconciled.

To that end, De Pere shall provide a final notice in the calendar year following the termination of the Agreement with any applicable Gap Refund or Gap Payment Invoice due which shall be issued or paid by July 31st in the year immediately following the termination or expiration of the Agreement. (For example, if the Agreement terminates on December 31, 2031, De Pere shall provide written notice to Lawrence of any Gap Refund or Gap Payment accounting for service years 2030 and 2031, no later than June 30, 2032 and payment will accordingly be issued or paid by July 31, 2032.)

- E. Indemnification. Each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense, except as provided herein. In situations including joint liability, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the Parties to waive any

statutory protections or impose liability beyond that imposed by state statutes. The obligations of the Parties under this paragraph shall survive the expiration or termination of this Agreement.

- F. Notices. Any and all notices which either Party may give under this Agreement shall be in writing and delivered by registered or certified mail, return receipt requests, or by personal delivery, or by first class mail postage prepaid. In this case of first class mail, delivery shall be deemed to have been accomplished two (2) days after deposit of the notice in the mail. Until written notice is delivered to the other party of a change in address, the addresses set forth below shall be presumed current:

If to City of De Pere:

City of De Pere
City Clerk
335 South Broadway
De Pere, WI 54115

If to the Town of Lawrence:

Town of Lawrence
Town Clerk
2400 Shady Court
De Pere, WI 54115

G. General Provisions

1. This Agreement shall, effective upon its execution by the parties, supersede and terminate any prior Agreement between the Parties.
2. This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
3. This Agreement will be construed and interpreted in accordance with the laws of the

State of Wisconsin, notwithstanding any conflicts of laws provisions.

4. Enforceability of this Agreement is not affected by a change in the form of Lawrence's government.
5. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
6. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.
7. Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, epidemics, telecommunications delays, failure of electrical power, lightning, national emergency, war, action of court or public authority, terrorist act, military action, civil disturbance, internet outages, failures or delay in transportation or communications. The Parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.
8. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
9. This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided herein.

10. The Parties have given due authority to the individuals who have signed this Agreement to execute this Agreement on behalf of Lawrence and De Pere respectively, and, when signed, this Agreement shall constitute the binding obligation each of the Parties hereto.

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

TOWN OF LAWRENCE

Kimberly Flom, City Manager

Patrick W. Wetzel, Town Administrator

Carey Danen, City Clerk

Cindy Kocken, Town Clerk

EXHIBIT A
SERVICE AREA



[illegible]

 Fire Stations
 De Pere EMS Coverage Area
 Town of Lawrence
 City of De Pere
0 0.25 0.5 0.75 1
 Miles



EXHIBIT B
CONTRACT SERVICE RATE CALCULATOR SCHEDULE

DRAFT

**City of De Pere EMS
Cost of Service for Town of Lawrence**

EXHIBIT B		CPI RATE ADJUSTMENT
Contract Service Rate Calculator Schedule		
2029 Per Capita Contract Price: \$26.00		Definitions and Notes
\$26.00		Price as defined in contract year
Contract Pricing Deadline:	June 30th	Deadline to provide pricing to Lawrence
2028 Actuals		
POPULATION		
De Pere Population	26,212	Final Population Estimate as set by Wisconsin Department of Administration, (annually by October 10th)
Ledgeview Service Area	8,238	Population provided by Town of Ledgeview based off of service area
Lawrence	7,146	Final Population Estimate as set by Wisconsin Department of Administration, (annually by October 10th)
Total (Combined Area)	41,596	
OPERATING EXPENDITURES		
EMS-41%	\$2,629,299	EMS Expenditures calculated as 41% of Total Fire Department Operating Expenditures as reported by annual municipal audit. Capital costs are not included.
OPERATING REVENUES		
Total Ambulance Revenues	\$1,575,000	Revenues as reported by annual municipal audit
Support and improvement 256.12(4) Training and examination aid 256.12(5)	\$3,128	Emergency Medical Services Funding Assistance Program (FAP)
Any other external EMS revenues	\$0.00	
Total Revenues	\$1,578,128.00	
Gross Cost Per Capita	\$63.21	
Non-Contract Revenue Per Capita	37.94	
Net Operating Cost Per Capita	\$25.27	
Per Capita Difference	-2.8%	
Contract Price Methodology	< 5%	Difference is less than 5% - Contract amount adjusts by CPI-U
2028 CPI-U	2.20%	2028 CPI-U % Change, Avg-Avg
2030 Contract Service Rate	\$26.57	
2030 Contract Service Fee	\$189,883.51	

City of De Pere EMS
Cost of Service for Town of Lawrence

EXHIBIT B		CPI RATE ADJUSTMENT
Contract Service Rate Calculator Schedule		Definitions and Notes
2029 Per Capita Contract Price: \$26.00	\$26.00	Price as defined in contract year
Contract Pricing Deadline:	June 30th	Deadline to provide pricing to Lawrence
2028 Actuals		
POPULATION		
De Pere Population	26,212	Final Population Estimate as set by Wisconsin Department of Administration, (annually by October 10th)
Ledgeview Service Area	8,238	Population provided by Town of Ledgeview based off of service area
Lawrence	7,146	Final Population Estimate as set by Wisconsin Department of Administration, (annually by October 10th)
Total (Combined Area)	41,596	
OPERATING EXPENDITURES		
EMS-41%	\$2,629,299	EMS Expenditures calculated as 41% of Total Fire Department Operating Expenditures as reported by annual municipal audit. Capital costs are not included.
OPERATING REVENUES		
Total Ambulance Revenues	\$1,524,994	Revenues as reported by annual municipal audit
Support and improvement 256.12(4) Training and examination aid 256.12(5)	\$3,128	Emergency Medical Services Funding Assistance Program (FAP)
Any other external EMS revenues	\$0.00	
Total Revenues	\$1,528,121.49	
Gross Cost Per Capita	\$63.21	
Non-Contract Revenue Per Capita	36.74	
Net Operating Cost Per Capita	\$26.47	
Per Capita Difference	1.8%	
Contract Price Methodology	< 5%	Difference is less than 5% - Contract amount adjusts by CPI-U
2027 CPI-U	2.20%	2028 CPI-U % Change, Avg-Avg
2029 Contract Service Rate	\$26.57	
2029 Contract Service Fee	\$189,883.51	

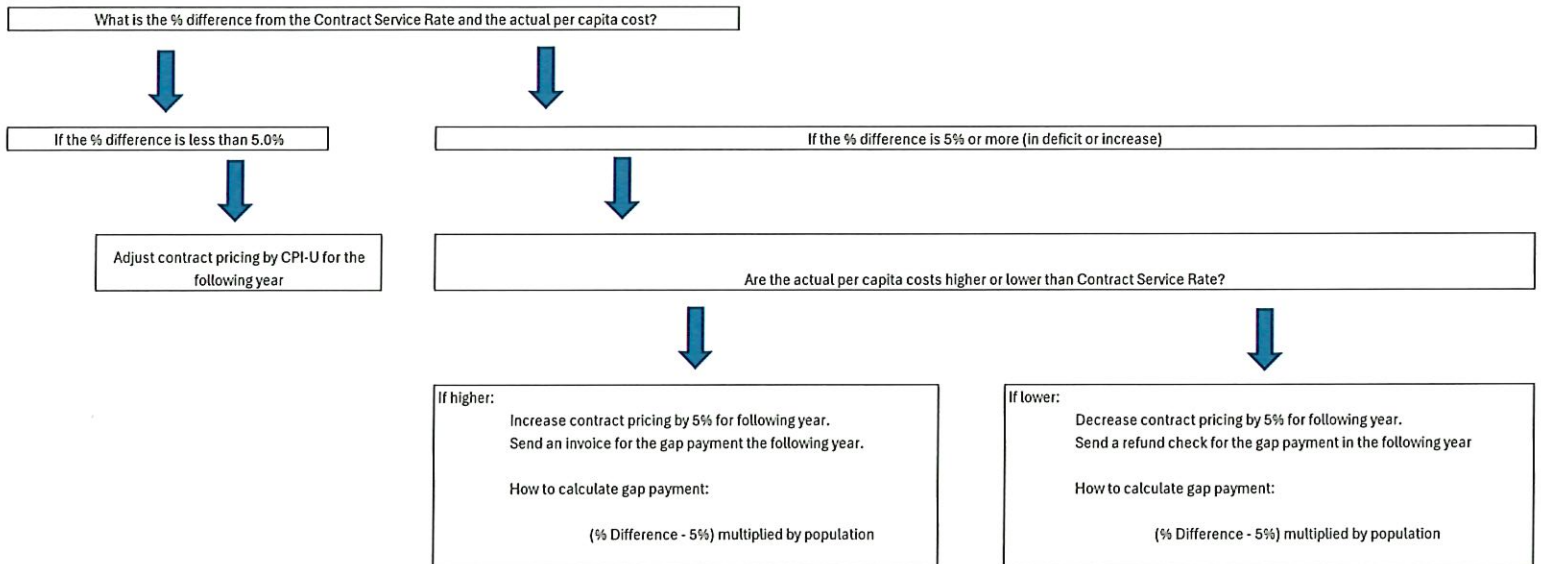
City of De Pere EMS
Cost of Service for Town of Lawrence

EXHIBIT B		5% RATE DECREASE AND REFUND PAYMENT
Contract Service Rate Calculator Schedule		
		Definitions and Notes
2029 Per Capita Contract Price: \$26.00	\$26.00	Price as defined in contract year
Contract Pricing Deadline:	June 30th	Deadline to provide pricing to Lawrence
2027 Actuals		
POPULATION		
De Pere Population	26,212	Final Population Estimate as set by Wisconsin Department of Administration, (annually by October 10th)
Ledgeview Service Area	8,238	Population provided by Town of Ledgeview based off of service area
Lawrence	7,146	Final Population Estimate as set by Wisconsin Department of Administration, (annually by October 10th)
Total (Combined Area)	41,596	
OPERATING EXPENDITURES		
EMS-41%	\$2,629,299	EMS Expenditures calculated as 41% of Total Fire Department Operating Expenditures as reported by annual municipal audit. Capital costs are not included.
OPERATING REVENUES		
Total Ambulance Revenues	\$1,622,000	Revenues as reported by annual municipal audit
Support and improvement 256.12(4) Training and examination aid 256.12(5)	\$3,128	Emergency Medical Services Funding Assistance Program (FAP)
Any other external EMS revenues	\$0.00	
Total Revenues	\$1,625,127.81	
Gross Cost Per Capita	\$63.21	
Non-Contract Revenue Per Capita	39.07	
Net Operating Cost Per Capita	\$24.14	
Per Capita Difference	-7.1%	
Contract Price Methodology	>5%	Difference equals a reduction of 5 % more from the 2028 rate, the Contract Service Rate will be reduced by 5% and Lawrence will receive a Gap Refund Payment
2030 Rate Adjustment	-5.00%	
2030 Contract Service Rate	\$24.70	
2030 Contract Service Fee	\$176,506.20	
2030 Gap Refund Payment:		
% Under 5%	-2.1%	Per Capita Difference minus 5%
Gap Per Capita	-\$0.56	Multiplied by Gap % of Total %
2030 Gap Refund Amount	-\$3,994.17	Gap Per Capita multiplied by Lawrence Population

**City of De Pere EMS
Cost of Service for Town of Lawrence**

EXHIBIT B		5% RATE INCREASE AND INVOICE PAYMENT
Contract Service Rate Calculator Schedule		
		Definitions and Notes
2029 Per Capita Contract Price: \$26.00	\$26.00	Price as defined in contract year
Contract Pricing Deadline:	June 30th	Deadline to provide pricing to Lawrence
2028 Actuals		
POPULATION		
De Pere Population	26,212	Final Population Estimate as set by Wisconsin Department of Administration, (annually by October 10th)
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Total (Combined Area)	41,596	
OPERATING EXPENDITURES		
EMS-41%	\$2,629,299	EMS Expenditures calculated as 41% of Total Fire Department Operating Expenditures as reported by annual municipal audit. Capital costs are not included.
OPERATING REVENUES		
Total Ambulance Revenues	\$1,459,000	Revenues as reported by annual municipal audit
Support and Improvement 256.12(4) Training and examination aid 256.12(5)	\$3,128	Emergency Medical Services Funding Assistance Program (FAP)
Any other external EMS revenues	\$0.00	
Total Revenues	\$1,462,127.81	
Gross Cost Per Capita	\$63.21	
Non-Contract Revenue Per Capita	35.15	
Net Operating Cost Per Capita	\$28.06	
Per Capita Difference	7.9%	
Contract Price Methodology	>5%	Difference equals an increase of 5 % more from the 2028 rate, the Contract Service Rate will be increased by 5% and Lawrence will receive a Gap Payment Invoice
2030 Rate Adjustment	5.00%	
2030 Contract Service Rate	\$27.30	
2030 Contract Service Fee	\$195,085.80	
2030 Gap Payment Invoice:		
% Over 5%	2.9%	Per Capita Difference minus 5%
Gap Per Capita	\$0.76	Multiplied by Gap % of Total %
2030 Gap Invoice Amount	\$5,428.88	Gap Per Capita multiplied by Lawrence Population

Contract Service Rate Calculator Schedule Flow Chart



*Contract Pricing provided no later than June 30th of every year.

EXHIBIT C
USER FEE SCHEDULE

DRAFT

RESCUE SERVICE FEES

** Proposed 2026 Rates are subject to review & approval of the De Pere Common Council.*

PROCEDURE	CURRENT RATES (2022)		PROPOSED 2026 RATES		PROPOSED WORDING CHANGE
	Resident	Non- Resident	Resident	Non- Resident	
BLS Base Rate	\$850	\$850	\$1,150	\$1,150	
ALS Base Rate	\$1,050	\$1,050	\$1,300	\$1,300	
ALS2 Base Rate	\$1,250	\$1,250	\$1,500	\$1,500	
BLS on Scene Care (No transport)	\$300		\$500		
ALS on Scene Care (No transport)	\$700		\$850		
Mileage (per loaded mile)	\$20		\$22		
Extrication (this includes Jaws of Life, disentanglement of persons from tools or equipment (including airbags), water/ice rescues and other services where people are removed from places or pieces of equipment through the use of rescue measures.	\$500		\$500		Technical Rescue: This includes vehicle and industrial extrication, water/ice rescues, rope (high/low angle) rescues, and confined space rescues or any other incidents requiring the use of specialized equipment and techniques.
12-Lead Monitoring	\$100		\$100		
CPAP	\$60		\$60		
Disposable Bag/Mask	\$30		\$30		
EKG Disposables	\$55		\$55		
Intraosseous Line	\$250		\$250		
Intubation	\$75		\$75		
IV Start Kits	\$65		\$65		
Oxygen	\$75		\$75		
Pacing Pads	\$100		\$100		
Spinal Immobilization	\$25		\$25		
Ambulance Standby	\$150 (per hour)		\$175 (per hour)		Rate per hour for EMS standby at special events. Includes two personnel and response vehicle (ambulance or UTV).
EMS Standy - Non Ambulance	\$50 (per hour)		\$75 (per hour)		Rate per hour for EMS standby at special events. Includes two personnel. No response vehicle.
Hazardous Materials Clean-Up	\$150		\$150		Hazardous Materials clean up. For minor spills or releases resulting from motor vehicle or industrial accidents.
Fire Engine Standby with Crew of Four	Current FEMA rate + personnel cost \$280		Current FEMA rate + personnel cost \$280		Fire engine standby with crew of four.



City of De Pere, Wisconsin

I.11

Request for Common Council Action

MEETING DATE:	November 18, 2025
DEPARTMENT:	City Attorney
FROM:	Joanne Bungert, City Attorney
SUBJECT:	Recommendation from the Finance-Personnel Committee to approve The League of Wisconsin Municipalities Insurance and Wisconsin Municipal Property Insurance Company for the provision of commercial and property insurance.
RECOMMENDED ACTION:	Motion to Approve.

See attached memo.

ATTACHMENTS:

11.11.25-Memo to F P - Commercial and Property Insurance.v.3, Member Services Guide , Final proposal with comparison, 11.11.25-Memo to F P - Commercial and Property Insurance.v.3-revised-11.18.2025

CITY OF DE PERE MEMO



To: Finance & Personnel Committee
From: Joanne Bungert, City Attorney
Date: November 11, 2025
RE: Selection of League of Wisconsin Municipal Mutual Insurance and Municipal Property Insurance Company as the City's insurance providers

The City currently receives commercial (general liability; auto physical; cyber etc.), workers compensation and property insurance policies through our broker services with M3 Insurance. For this upcoming renewal term, City staff requested additional quotes from other insurance providers to compare benefits, services as well as costs. We received quotes from M3 Insurance, Cities and Villages Mutual Insurance Company (CVMIC) and the League of Wisconsin Municipalities Municipal Insurance (LWMMI), along with the Wisconsin Property Mutual Insurance Company (MPIC), who acts as a carrier partner with both CVMIC and LWMMI.

Based on a comprehensive review of these quotes, staff's recommendation is to proceed with the selection of LWMMI and MPIC with the total policy quote of coverage is **\$661,723** for a policy beginning January 1, 2026, through December 31, 2026. A cross-department team including representatives from Law, Human Resources, Finance and the Clerk's office met with the providers, reviewed and analyzed the proposals.

League of Wisconsin Municipalities Municipal Insurance (LWMMI) covers 400 Cities, Villages and Special Municipal District in Wisconsin and will be able to insure all of our needed commercial lines of insurance. Municipal Property Insurance Company (MPIC) is a carrier partner, who will provide our property coverage. In addition to insurance policies, LWMMI provides member support services, ranging from employee training opportunities, risk management team, pre-loss, human resource/employment and legal services as well as workplace safety resources. Lastly, risk and claim management services are provided through another partner, McClone Insurance.

Quote Summary:

M3 (current broker)	CVMIC/MPIC	LWMMIC/MPIC
\$855,721	\$581,797	\$661,723

Both CMVIC and LWMMI proposals provided significant cost savings and municipal support services. While LWMMI overall total is slightly higher than CVMIC/MPIC, LWMMIC is able to provide several valuable provisions, such as:

- No-deductible and 1st dollar coverage for General Liability and Auto Claims as well as claims administration support.

- Coverage for property tax assessment claims.
- Coverage for no-fault sewer back-up claims
- Coverage for wrongful act/non-monetary claims.
- Prior Act coverage for our former “Claims-Made” Policies with M3.

We also conducted reference checks with some municipalities that recently switched to LWMMI and the general sentiments have been that they have experienced not only cost savings but also excellent training and support services.

Premium Comparison: A summary of selected premium costs and corresponding deductibles/limits.

COVERAGE	EMC	CVMIC	LWMMIC
General Liability/Law Enforcement/Public Official/Employment Practices/Drone	\$165,523 (\$0 Ded./1st \$ claim coverage) \$2 million/occurrence \$4 million/aggregate for GL and Umbrella \$2 million/aggregate on most other lines	\$102,109 (\$25k Self Insured Retention/occurrence \$100K annual aggregate.) \$10 million/occurrence No aggregate coverage limit	\$111,815 (GL and Auto \$0/1st dollar coverage Police \$5,000 Public Official and EPL \$10,000 \$6 million No aggregate limits
Auto Liability	\$153,466 (\$1K Ded.)	Included in GL (\$25K SIR)	\$28,851 (\$0 Ded.)
Auto Physical	Included in Auto Liability (\$1K Ded.)	\$66,004 (\$1K Ded.)	\$61,543 (\$1K Ded.)
Uninsured/Underinsured Motorist	Included (\$500k-\$500K limits)	***	\$2194 (\$1M/\$500K limits)
Workers Compensation	\$297,553	\$302,279	\$293,034
Property/Contractors Equipment/Equipment Breakdown and Boiler	\$115,436 (\$500-\$10K Ded.)	\$100,628 (\$2500-\$10K Ded.)	\$110,578 (\$1K-\$5K Ded.)
Identity Recovery & Fraud – Employees	\$926	***	\$926 (BOR)*
Crime/Employee Dishonesty	\$676 (\$10K Ded.)	\$1141 (\$50K Ded.)	\$2158 (\$5K Ded.)
Cyber liability	\$48,874 (\$4M limit)	Paid by CVMIC (\$1M limit)	\$48,874* (\$4M limit)

	\$25K Retention Limits: \$3,000,000 - \$50,000 (varies)	\$10K \$1,000,000 per Occurrence \$5,000,000 Group Aggregate Limit <i>**can increase limits for additional cost</i>	\$25K Retention \$3,000,000 - \$50,000 (varies)
Storage Tank Liability	\$1000	1136	\$1000*
Pollution	***	\$8500	Included in GL
Railroad	\$4508	Included in GL	\$250
Consulting Fee	\$34,000	None	None
Dam	Included	***	\$500
Volunteer Accident	***	Paid by CVMIC	Paid by LWMMIC
Tax Assessment	Included in GL (\$3K Ded. per claim)	None/excluded	Included in GL (\$0 Ded.)
Wrongful Act/Non Monetary	None	None	Included
No Fault Sewer Back-up	None	Excluded	Included
Auto and Premise Med Pay	None	None	Included
Umbrella	\$33,759	N/A	N/A

*(BOR) Broker of record/Would take over current policy

*** not noted/specified in quote proposal

MEMBER SERVICES GUIDE



MEMBER SERVICES GUIDE



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League Insurance knows that public entities are experiencing an increase in crisis events. Whether allegations of excessive use of force, abuse of power, first and second amendment violations, sexual misconduct, racial discrimination, or workplace violence, to name a few, these situations are business unusual and lead to adverse outcomes.

When facing crisis events that can impact people, brand, and reputation, government leadership is looking for proven, experienced-based assistance to help them restore control. CrisisRisk will help to support and guide you and your members in the event of business unusual.

League Insured Services

CrisisRisk will provide online access to automated planning resources, documents, tools, training, and information **BEFORE** a crisis event. CrisisRisk will offer up to 20 hours of crisis coaching per crisis event to Member-Insureds in the **IMMINENT, DURING & AFTER** stages of a crisis to empower them to restore control.

It is CrisisRisk's experience that in 99% of reported crisis events, control is restored in less than 20 hours. If needed, League members have the option to retain CrisisRisk for additional hours at their cost.

Crisis In A Box™

Provides Member-Insureds with automated tools, 24/7, at every crisis stage: BEFORE, IMMINENT, DURING & AFTER.

- » 24/7 Crisis Hotline
- » Virtual Crisis Response Advisor (VCRA™) automated tool to facilitate DECISIONS, ACTIONS & WORDS in every crisis stage with control checklists, documents, and issue-specific content
- » Certified CrisisCoordinator™ e-learning platform to train and certify Crisis Coordinators within Member-Insured Organizations to RECOGNIZE, IDENTIFY & ALERT leadership of emerging crisis exposures that affect residents, employees, properties, and reputation of Pool Clients
- » Crisis ABCs™ (ANGER/BLAME/CONCERN) to measure severity reactions and extent of a crisis event
- » Webinar Series & Test Exercises

www.crisisrisk.com

www.crisiscoordinator.com

In the event of a crisis, call: **877-274-7473**.

Someone is available 24/7 for guidance and recommendations.

911 is your first call for medical emergencies.



Cyber Protection and Education

State-of-the-Art Cyber Protection

Through our partnership with leading cyber insurance provider, Tokio Marine HCC, you have access to a team of cyber experts with the experience and know-how to respond quickly and get your business back on track. Should you suspect a cyber breach, our expert claims examiners coordinate the response, including expert legal counsel who will act as your breach coach throughout the claims process. If necessary, specialists may be engaged, including:

- » IT security and forensic experts
- » Public relations/advertising support
- » Breach notification
- » Call center and website support
- » Credit monitoring and identity theft restoration services

Cyber Liability Protects You Against:

- » System failure due to ransomware or malware attacks
- » Loss and/or exposure of customer or employee data, including Social Security numbers, phone numbers, email addresses, etc.
- » Phishing or email scams targeting your business or employees that result in financial loss

Cyber University

Access expert cybersecurity online training and resources through the League's partnership with Tokio Marine HCC. When a cyberattack happens, it's too late. With access to expert cybersecurity advisors and online training courses, our cyber support resources help you and your organization mitigate cyber risks and the impact of a cybersecurity breach.

You'll have access to:

- » Cybersecurity advisors to help with scenario planning and policy development
- » Online cybersecurity courses and trainings
- » Best practices for cyber incident response planning



Request access using the QR code:



[Training Access Request](#)



TOKIO MARINE
HCC

How to File a Claim



[File A Claim](#)

Workers' Compensation

Claim Form

Send Workers' Compensation Claim Form to United Heartland at:

fax 262-787-7701 or e-mail
ClaimsExpress@UnitedHeartland.com

To immediately report a Workers' Compensation Claim:

24-Hour Claim Line 1-800-258-2667
Denise Kawczynski, Manager, Claims
Direct: 262-787-7646
Denise.Kawczynski@unitedheartland.com

Liability & Auto Physical Damage

Claim Form

Send Liability Claim Form to Statewide Services at:

fax 800-858-1536 or e-mail
StatewideClaimsReporting@Statewidesvcs.com

To immediately report a Liability Claim:

24-Hour Claim Line 1-877-204-9712

Notice & Disallowance of Claims

Property (Municipal Property Insurance Company (MPIC))

Claim Form

Send Property Claim Form to Municipal Property Insurance Company at:

fax 612-766-3099 or email claims@mpicwi.com

To immediately report a Property Claim:

24-Hour Claim Line 1-877-278-4165

Local Gov U Online Learning

Local Gov U delivers free online training to our Insure Members at no cost. Online training improves the safety and effectiveness of your organization and personnel, while contributing to successful professional development.

Employees can conveniently access hundreds of e-learning courses 24/7, allowing them to balance their work schedules while completing practical and informative self-directed training at their own pace.

Members can choose to train by topic or can select more specific courses by profession.

Course Topics Cover:

- | | | |
|------------------------------|----------------------------|--------------------------------|
| » EEOC and employment law | » HR development | » Roadway and highway |
| » Emergency medical services | » Information technology | » Schools and educational |
| » Equipment safety | » Law enforcement | » Transit and fleet operations |
| » Financial management | » Leadership development | » Water and wastewater |
| » General safety | » Professional development | |
| » Health and wellness | » Risk management | |

For water and wastewater, Local Gov U courses can be used to fulfill the required hours of annual training requirements. Wastewater professionals will need to submit their certificate of course completion directly to the Department of Natural Resources for training approval.

Organization Administrator Features:

- | | |
|---|---|
| » Add members and organize into groups | » Manage and customize training and assignment notifications |
| » Assign group admins or user-specific roles | » Assign and manage course credits from online and in-person training |
| » Create quick assignments or bundle courses into learning plans | » Highlight featured courses or hide select courses from view |
| » Track training and compliance through ad hoc or recurring reports | |

Be prepared to name the primary administrator of this resource at your municipality.

www.LocalGovU.com
844-312-9500

Request access using the
QR code or link below.



[Training Access
Request](#)



Management & Team Training

League Insurance offers workplace training for members. Whether it's compliance, supervisor, or team building, League Insurance can help you keep your managers up to date and your team on the same page.

For more information, reach out to service@lwmmi.org

Nurse Triage & Telehealth by CorVel



League Insurance is proud to partner with CorVel as our nurse triage and telehealth partner. CorVel's proactive healthcare solution connects injured workers to medical services ensuring they feel cared for in the event of a workplace injury.

Nurse Triage

At the time of a workplace injury, employees can call and speak with a registered nurse (through CorVel's 24/7 nurse hotline) who will evaluate the injury to determine immediate medical needs. By addressing the injury when it first occurs, CorVel can provide quick and timely care for your employees.

Telehealth

CorVel's nurses are trained to provide an initial assessment and will provide immediate referral to medical care when needed. Nurses may also refer to telehealth as appropriate at the discretion of the employee. This feature connects the injured worker to a physician immediately via a computer, tablet, or phone. The CorVel nurse will email a link with instructions directly to the injured worker. The CorVel nurse will stay on the telephone with the injured worker until they are connected to the online visit.

Advantages of Telehealth

For many workplace injuries, immediate treatment can be received through a virtual visit with a doctor eliminating the need for scheduling and attending an in-person appointment. No driving to a doctor's office, missed appointments, or delays in waiting rooms. With the advent of new technologies, many welcome the convenience of a virtual visit with a doctor and the added expediency of prescriptions and physical therapy scheduling. By connecting our employees with appropriate, quality care, it can help prevent a minor injury from becoming a complicated injury and focus on your employee's wellness.

About Telehealth Physicians

CorVel has contracted with dedicated physicians who average 15 years in primary and urgent care experience, and are US Board Certified, licensed, and credentialed.

Reporting a Claim

For any work-related injury that goes through the 24/7 nurse hotline, and requires a doctor visit either with CorVel or outside of CorVel, CorVel will automatically send the first notice of injury to United Heartland for claim handling. If the employee does not use CorVel, the employer will need to submit the claim to the United Heartland directly.

Better injury management helps your employees and your bottom line.

Employee Injury Call Center 855-438-4577

911 is your first call for medical emergencies.



[Telehealth
Poster](#)



[Telehealth
Card](#)



Pre-Loss and Human Resources Legal Services

Has something happened in your community recently where you need legal advice? Stafford Rosenbaum offers League Insurance members no-cost pre-loss and human resources legal services for:

- » Land use, zoning, permits
- » Conflicts of interest
- » Tax assessments
- » Open meetings and public records
- » Contractual issues
- » Best practices for cybersecurity
- » Data privacy issues
- » ...and many more

Stafford Rosenbaum offers employment law advice on HR legal issues at no cost to insured members:

- » Employee leaves, including FMLA
- » Reasonable accommodations
- » Recruitment and background checks
- » Onboarding and hiring
- » Performance management
- » Terminations
- » Wage & Hour
- » Discipline
- » Union issues
- » Workplace investigations
- » Documents: Development and review of employment policies, procedures, forms, job descriptions, and employee handbooks customized for the municipality



League Insurance knows that getting you support now might keep you from making an even more costly mistake down the road.

Stafford Rosenbaum Legal Services through League Insurance are meant as a supplemental support to your Municipal Attorney.

To get help, contact:

Attorneys Pahoua Thao or Kyle Engelke
LeagueInsuranceHotline@staffordlaw.com
(608) 210-6330

 **StaffordRosenbaum** LLP
Attorneys

Ready Rebound Injury Management

Every day, public safety workers get hurt on and off the job. When that happens, Ready Rebound is primed to help. Our elite patient navigation and advocacy help workers heal faster, allowing them to return to their critical jobs and – more important – to their lives as quickly as possible.

Helping you recover in record time:

- » Ready Rebound Navigators connect you with the best doctor in your area for your specific injury within 24 to 72 hours.
- » Ready Rebound Advocates take you and your family through the recovery process every step of the way. They offer advice, support, and troubleshoot insurance benefit issues, including major medical and workers' compensation complications.
- » All stakeholders are kept in the loop with our goal of transparent communication and trusting relationships.
- » Family members are eligible for Ready Recover services, following the rules of their major medical coverage. Because it's the right thing to do.

For implementation and training, contact Chase McCarty at cmccarty@readyrebound.com or call at 816-853-2830.

Find a Navigator for a health issue by calling 800-781-2320



“

“Working with Ready Rebound has taken all the stress and burden away when dealing with an injury from start to finish! Their professionalism, expertise, and dedication to delivering exceptional care are outstanding. Throughout the entire process, Ready Rebound delivered top-notch service from scheduling all the appointments and dealing with your insurance while demonstrating genuine compassion. Knowing you are going to get taken care of within that 24- to 48-hour time frame by the best orthopedic surgeons and physical therapists gives you that peace of mind and a sense of relief.

Ready Rebound goes above and beyond to make sure they check in every step of the way from pre-op, post-op, and recovery. They are truly phenomenal, and I cannot recommend Ready Rebound highly enough to handle my injuries, my family's injuries, and the injuries of the firefighter/paramedics within our department! They are a reliable partner and when Ready Rebound states, 'We protect those who protect us' they truly mean it and stand by every word.”

*- Shannon Anthoine
Assistant Fire Chief – EMS
City of Franklin*

”

Resources for Elected Officials

Partnering with the League of Wisconsin Municipalities, League Insurance supports the development of various publications to help elected officials quickly get up to speed on their role as a governing body member. From pocket guides on Open Meetings Law, Ethics, and Robert's Rules of Order, to training courses that cover a broad range of topics, League Insurance is underwriting the development of resources you need.

For more information, reach out to service@lwmmi.org



Safety Grant Reimbursement

League Insurance traditionally offers discretionary reimbursements to members participating in the Workers' Compensation program. Eligibility is based on percentage of WC premium and the program runs on a June-to-June schedule to help organizations plan their budget year.

Examples of possible uses for funds include, but are not limited to:

- » Manhole lift
- » Power cot
- » Valve exercisers
- » Tommy Lift Gate
- » Body cams
- » Protective clothing

Submit your safety grant application and proof of purchase to service@lwmmi.org



[Application](#)



[Guidelines and Equipment](#)

Workplace Safety Resources

Effective employee safety risk management is a top priority for both League Insurance and United Heartland, a leader in comprehensive return-to-work best practices.

The following services are available to League Insurance members:

- » Comprehensive safety manual for League Insurance members including sample safety programs and informational documents
- » On-site or virtual meetings including jobsite evaluations and safety education
- » Templates for incident reporting and return-to-work best practices
- » Risk Connection newsletters containing industry-specific safety information and OSHA updates
- » Recorded webinars available on Workers' Compensation 101 and safety topics

UnitedHeartland.com
800-258-2667



AccidentFund UnitedHeartland CompWest ThirdCoast Underwriters



DART Police Training Simulator

The DART simulator, which stands for Decisional Aptitude and Reasoning Training, is a cutting-edge tool used in police training programs to enhance decision-making skills and situational awareness among law enforcement officers. This simulator recreates realistic scenarios that officers might encounter in the line of duty, ranging from routine traffic stops to high-stakes hostage situations.

League Insurance has several simulators that can be borrowed and/or showcased for communities that are dedicated to training and enhancing their ability to protect and serve while upholding public safety and trust.

To get connected with a DART simulator, contact Craig Sherven at csherven@lwmmi.org



Mental Health Toolkit

The mental health of public safety personnel is often neglected despite their critical role. Statistics reveal high rates of depression and sleep issues among these workers, impacting productivity and public trust. Factors like exposure to trauma, societal pressures, irregular schedules, and staffing shortages contribute to this strain.

Fear of job repercussions prevents many from seeking help, leading to untreated conditions. Shockingly, public safety workers are more likely to die by suicide than in the line of duty. Acknowledging these challenges, agencies must implement comprehensive mental health programs to support staff and communities.

League Insurance prioritizes the well-being of its insured members' employees. We actively promote mental health awareness and support initiatives statewide, leveraging expertise and partnerships within the public safety sector. The Mental Health

Toolkit offers financial assistance, training, provider partners, policy templates, and stakeholder engagement tools to help communities establish effective mental health programs.

League Insurance's Public Safety Specialist, a former police chief, Craig Sherven, contributes firsthand experience to these efforts. Involved in peer support and mental health organizations, he understands the unique needs of public safety professionals.

In summary, League Insurance's proactive approach aims to address the mental health challenges faced by public safety personnel. Through education, support, and resources, they strive to foster healthier and more resilient communities.

We strongly encourage you to take full advantage of the toolkit and trust you will find it helpful in starting up your own program or augmenting a program already in operation. For more information, contact Public Safety Specialist Craig Sherven at csherven@lwmmi.org or by phone at 608-740-2470.



[Toolkit](#)

... League Insurance's proactive approach aims to address the mental health challenges faced by public safety personnel. Through education, support, and resources, they strive to foster healthier and more resilient communities.

National Testing Network Recruiting & Assessment

League Insurance has partnered with National Testing Network (NTN), the nation's leading provider of public safety recruitment and assessment services.

As a part of this partnership, we are offering a **20% special discount** to NTN membership services bringing you exclusive access to:

- » Job posting and marketing
- » Candidate scheduling
- » Exam administration (brick-and-mortar and virtual)
- » Data collection and reporting
- » Dedicated support teams
- » Online oral board interviews
- » Simulation exams
- » Customized client portals

In addition, we are offering a 15% discount on first project-based services:

- » Background investigations
- » Pre-Hire psychological evaluations

Want to discuss how this partnership can benefit your agency?
Contact Julianne Garcia with NTN at
julianneg@nationaltestingnetwork.com



Non-Rep Critical Incident Coverage Discount

When law enforcement officers are involved in critical incidents that require a use of force resulting in the significant injury or death of another individual, the need to have immediate, on-scene legal representation is paramount. While officers who are represented by a union typically have access to this type of coverage, it is common for those who do not belong to a union to not have access to representation and are typically left to fend for themselves during the very crucial early stages of what is many times a criminal investigation.



Recognizing the need that exists for our non-represented members to have quality representation, League Insurance and the Wisconsin Professional Police Association have partnered to provide them access to this type of legal representation through the availability of a 10% discounted rate, exclusive to League Insurance members, on the WPPA's Non-Rep Critical Incident Coverage.

Access to this kind of coverage for our non-represented members is a game-changer and serves to address an issue that has unfortunately been the reality for many years in the law enforcement world.

For more information on the partnership or coverage, contact Jeff Spencer at jspencer@wppa.com or 608-963-7477.

Police Accreditation Reimbursement

Insured police agencies that maintain WILEAG or CALEA accreditation are eligible for a \$650 reimbursement.

To find out more, contact Craig Sherven at csherven@lwmmi.org



Police One Academy Online Learning

Police One Academy is a product of Lexipol offering a variety of online trainings specifically for police officers. Trainings cover topics such as Use of Force, Traffic Stops & Safety, Ethics, Defensive Driving, Mental Health, Stress Management, and much more.

These courses are free to League Insurance members though our partnership with Lexipol. Police One Academy can fulfill 12 of the 24 hours of annual training requirements with department-level approval.

www.lexipol.com
844-312-9500

Request access using the QR code.



[Training Access Request](#)

POLICEONE
ACADEMY

LEXIPOL

Policy & Procedure Reimbursement

Understanding that sound policy and procedure is a cornerstone of a successful public safety department, League Insurance provides members with financial assistance for public safety policy and procedure services. Through our partnerships with Lexipol, Custom Service Information (CSI), and Deer Creek Technologies, our members are eligible to receive up to \$2500 annual reimbursement for one of the following:

- » A bundle package including Custom Service Information policy services and Deer Creek policy management and early warning system services, along with a 10% Deer Creek discount exclusive to League Insurance members.
- » Lexipol's Wisconsin Law Enforcement or Fire policy services along with a 10% discount on the current market rate subscription price.
- » Policies are continuously updated as state and federal laws, and best practices change.
- » Both offer customized implementation options to fit your agency to help you get your manual up and running faster.



From a liability standpoint we strongly encourage municipalities to regularly have their policies and procedures reviewed to decrease the amount and severity of lawsuits due to ineffective policies. Just as important, up-to-date policies help keep employees working in these difficult jobs as safely as possible and help protect everyone in your community.

To receive reimbursement for these products, please send a copy of the invoice from Lexipol or CSI and a copy of your invoice and paid receipt/check to service@lwmmi.org.

Learn more about Custom Service Information LLC: Contact Tim Kriz at 715-741-0189 or csi-llc@hotmail.com

Learn more about Deer Creek Technologies: <https://www.deercreektech.com>

Learn more about Lexipol: <https://www.lexipol.com/>





League Insurance. Protecting
the communities we live in.

316 W. Washington Avenue • Suite 600 • Madison, WI 53703
608-833-9595 • www.lwmmi.org

Insurance Program

proposal & recommendations



prepared for
City of De Pere



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This summary is for information purposes only. Please review policies for coverages, exclusions, and conditions.

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Service Team

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P&C Claim Specialist

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Risk Manager

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Additional Resources

Client Portal and Claims Reporting Info



OSHA Logs



Automate Safety



Our Carrier Partners



Together with our preferred carrier partnerships, McClone proactively identifies the risks unique to municipalities and develops a strategy to minimize risk and reduce insurance costs.

The League of Wisconsin Municipalities Mutual Insurance (LWMMI) and Municipal Property Insurance Company (MPIC) have long histories of providing quality casualty and insurance coverages specific to municipalities.

The long list of program participants is a testament to the success and longevity of this partnership.

Plan Participants

Adams, City of
Adams County Drainage Board
Adell, Village of
Albany, Village of
Albany Housing Authority
Algoma, City of
Algoma Utility Commission
Allouez, Village of
Alma, City of
Almena, Village of
Almond, Village of
Altoona, City of
Altoona Housing Authority
Amery, City of
Amherst, Village of
Aniwa, Village of
Arcadia, City of
Arena, Village of
Argyle, Village of
Arlington, Village of
Arpin, Village of
Ashland County Housing Authority
Ashwaubenon, Village of

Athens, Village of
Auburndale, Village of
Augusta, City of
Avoca, Village of
Bagley, Village of
Balsam Lake, Village of
Balsam Lake Centuria Joint Police
Department
Balsam Lake Protection and
Rehabilitation District
Barneveld, Village of
Barron, City of
Barron County Housing Authority
Barron Housing Authority
Bay City, Village of
Bayfield, City of
Bear Creek, Village of
Beaver Dam, City of
Belleville, Village of
Bellevue, Village of
Belmont, Village of
Benton, Village of
Big Bend, Village of

Birchwood, Village of
Birchwood Four
Corners Emergency Services District
Birnamwood, Village of Biron, Village of
Black Creek, Village of
Black Earth, Village of
Black River Falls, City of
Blair, City of
Blanchardville, Village of
Blenker Sherry Sanitary District
Bloomer, City of
Blue River, Village of
Bluffview Sanitary District
Bonduel, Village of
Boscobel, City of
Bowler, Village of
Boyceville, Village of
Boyceville Community Ambulance District
Boyceville Community Fire District
Boyd, Village of
Brillion, City of and City of Brillion
Redevelopment Authority Commission
Brodhead, City of



Brooklyn, Village of	Cross Plains, Village of	Fairwater, Village of
Bruce, Village of	Cross Plains Area EMS	Fall Creek, Village of
Buffalo City, City of	Cumberland, City of	Fall River, Village of
Butler, Village of	Cumberland Municipal Utility	Ferryville, Village of
Butternut, Village of	Curtiss, Village of	Fond du Lac, City of
Cadott, Village of	Dane, Village of	Fontana on Geneva Lake, Village of
Calumet Sanitary District #1, Town Of	Dane Iowa Sanitary District	Fontana – Walworth Water Pollution
Cambria, Village of	Darien, Village of	Control Commission
Cambridge, Village of	Deer Grove EMS	Footville, Village of
Cambridge Oakland Wastewater	Deer Park, Village of	Fort Atkinson, City of
Commission	Deerfield, Village of	Fountain City, City of
Camp Douglas, Village of	Delafield, City of	Fox Lake, City of
Cascade, Village of and Cascade First	Delafield – Hartland Water Pollution	Fox Lake Community Fire Association
Responders	Control Commission	Fox Point, Village of
Casco, Village of	Delavan, City of	Fox West Regional Sewerage Commission
Cassville, Village of and Cassville Fire and	Delavan Lake Sanitary District	Francis Creek, Village of
EMS	Denmark, Village of	Frank L. Weyenberg Library, Mequon –
Catawba-Kennan Joint Sewage	Dickeyville, Village of	Thiensville
Commission	Dodgeville, City of	Franklin, City of
Cazenovia, Village of	Door County Tourism Zone Commission	Frederic, Village of
Cecil, Village of	Dorchester, Village of	Fremont, Village of
Chenequa, Village of	Dousman, Village of	Fremont Orihula Wolf River Joint
Chilton, City of	Downing, Village of	Sewerage Commission
Chippewa Falls, City of	Doylestown, Village of	Friesland, Village of
Clear Lake, Village of	Dresser, Village of	Galesville, City of
Cleveland, Village of	Durand, City of	Geneva Lake Law Enforcement
Clinton, Village of	Eagle, Village of	Gillett, City of
Clintonville, City of and Clintonville	Eagle River, City of	Gilman, Village of
Housing Authority	East Troy, Village of	Glen Flora, Village of
Clintonville Area Ambulance	Eau Claire County Housing Authority	Glenbeulah, Village of
CLR Fire and Rescue Group	Edgerton, City of	Goose Lake Water Shed District
Clyman, Village of	Egg Harbor, Village of	Grantsburg, Village of
Cobb, Village of	Eland, Village of	Gratiot, Village of
Cochrane, Village of	Eleva, Village of	Greater Bayfield Wastewater Treatment
Colby, City of	Elk Mound, Village of	Plant Commission
Colby – Abbotsford Police Department	Elkhart Lake, Village of and Elkhart Lake	Green Lake, City of
Coleman, Village of	Fire Department	Green Lake Sanitary District
Colfax, Village of	Ellsworth, Village of	Greenwood, City of
Coloma, Village of	Elm Grove, Village of	Gresham, Village of
Columbus, City of	Elmwood, Village of	Hales Corners, Village of
Combined Locks, Village of	Elmwood Park, Village of	Hammond, Village of
Community Library	Embarrass, Village of	Harrison, Village of
Coon Valley, Village of	Endeavor, Village of	Hartland, Village of
Cornell, City of	Ephraim, Village of	Haugen, Village of
Cottage Grove, Village of	Everest Metropolitan Police Department	Hawkins, Village of
Crandon, City of	Fairchild, Village of	Hayward, City of
Crivitz, City of	Fairchild Fire Protection District	Hewitt, Village of



Highland, Village of	Lake Hallie, Village of	Merrill, City of
Hilbert, Village of	Lake Iola Lake Protection and	Merrillan, Village of
Hixton, Village of	Rehabilitation District	Merrimac, Village of
Hobart, Village of	Lake Mills, City of	Merton, Village of
Hollandale, Village of	Lake Nebagamon, Village of	Merton Community Fire Department
Holmen, Village of	Lake Pewaukee Sanitary District	Milltown, Village of
Hortonville, Village of	Landfill Venture Group	Milwaukee Area Domestic Animal Control
Housing Authority of Merrill Wisconsin,	Lannon, Village of	Commission
DBA Merrill Area Housing Authority	League of Wisconsin Municipalities	Mineral Point, City of
Housing Authority of Trempealeau	League of Wisconsin Municipalities	Mishicot, Village of
County	Mutual Insurance	Mondovi, City of
Howards Grove Volunteer Fire	Linden, Village of	Montello, City of
Department	Little Chute, Village of	Montfort, Village of
Hudson, City of	Little Elkhart Lake Rehabilitation District	Monticello, Village of
Hudson Area Joint Library	Livingston, Village of	Mosinee, City of
Hudson Housing Authority, City of	Loganville, Village of	Mosinee Fire District
Hurley, City of	Lohrville, Village of	Mount Calvary, Village of
Hustisford, Village of	Lomira, Village of	Mount Horeb, Village of
Hustler, Village of	Lone Rock, Village of	Mukwonago, Village of
Independence, City of	Lowell, Village of	Municipal Court for Western Waukesha
Ingram, Village of	Luck, Village of	County
Iola, Village of	Luxemburg, Village of	Muscoda, Village of
Iron Ridge, Village of	Lyndon Station, Village of	Muskego, City of
Jefferson, City of	Lynxville, Village of	Nashotah, Village of
Jefferson Housing Authority, City of	Madison Metropolitan Sewerage District	Necedah, Village of
Johnson Creek, Village of	Maiden Rock, Village of	Neillsville, City of
Junction City, Village of	Manawa, City of	Nelsonville, Village of
Kaukauna, City of	Manitowoc Public Utilities	Neosho, Village of
Kaukauna Utilities	Maple Bluff, Village of	Neshkoro, Village of
Kegonsa Sanitary District #2	Maribel, Village of	New Auburn, Village of
Kekoskee, Village of	Marion, City of	New Glarus, Village of
Kennan, Village of	Marquette, Village of	New Holstein, City of
Kennen-Georgetown Volunteer Fire	Marquette Communities Joint Municipal	New Lisbon, City of
Department	Court	New Richmond, City of
Kewaunee, City of	Marquette Fire District	Newburg, Village of
Kiel, City of	Marshall, Village of	Niagara, City of
Kingston, Village of	Marshfield, City of	Nichols, Village of
Kohler, Village of	Marshfield Utilities Electric and Water	North Bay, Village of
Kronenwetter, Village of	Department	North Fond du Lac, Village of
La Farge, Village of	Mary Lane Sanitary District	North Hudson, Village of
La Valle, Village of	Mauston, City of	North Prairie, Village of
Lac La Belle, Village of	Mauston New Lisbon Union Airport	North Shore Fire Department
Ladysmith, City of	Mazomanie, Village of	North Shore Water Commission
Lake Country Fire and Rescue	McFarland, Village of	Northern Moraine Utility Commission
Department	Medford, City of	Northern Waupaca County
Lake Delton, Village of	Mellen, City of	Joint Municipal Court
Lake Geneva, City of	Mequon, City of	Norwalk, Village of



Oakfield, Village of
Oconomowoc, City of
Oconomowoc Lake, Village of
Oconto, City of
Oconto Falls, City of
Oconto Falls Water and Light
Commission, City of
O'Dells Bay Sanitary District
Onion River Waste Water Commission
Oregon, Village of
Orfordville, Village of
Orihula Sanitary District
Oshkosh, City of
Osseo, City of
Owen, City of
Oxford, Village of
Pabst Farms Joint Stormwater Utility
District
Paddock Lake, Village of
Palmyra, Village of
Pardeeville, Village of
Park Falls, City of
Park Ridge, Village of
Pepin, Village of
Peppermill Lake Management District
Peshtigo, City of
Pewaukee, City of
Pewaukee, Village of
Phillips, City of
Pikes Bay Sanitary District
Plain, Village of
Pleasant Prairie, Village of
Pleasant Springs Sanitary District
Polk County Housing Authority
Port Edwards, Village of
Portage, City of
Potter, Village of
Poynette, Village of
Prairie du Chien, City of
Prairie du Sac, Village of
Prairie Farm, Village of
Prairie Lakes Library System
Prairie Village Water Trust
Prentice, Village of
Prescott, City of
Princeton, City of
Pulaski, Village of

Randolph, Village of
Random Lake, Village of
Readstown, Village of
Redevelopment Authority of the City of
Oshkosh
Redgranite, Village of
Reedsville, Village of
Reeseville, Village of
Rewey, Village of
Rhineland, City of
Rib Lake, Village of
Rib Mountain Sanitary District
Rice Lake, City of
Rice Lake – Lake District Protection and
Rehabilitation
Rice Lake Housing Authority
Richfield, Village of
Ridgeland, Village of
Ridgeway, Village of
Rio, Village of
Ripon, City of
Roberts, Village of
Rochester, Village of
Rock – Koshkonong Lake District
Rock Springs, Village of
Rockdale, Village of
Rockland, Village of
Rosendale, Village of
Rosholt, Village of
Rothschild, Village of
Rudolph, Village of
Sauk City, Village of
Sauk Prairie Court Commission
Sauk Prairie Police Commission
Sauk Prairie Recreational Commission
Sauk Prairie Sewerage Commission
Scandinavia, Village of
Seymour, City of
Shawano, City of
Sheboygan Falls, City of
Shell Lake, City of
Shell Lake Housing Authority, City of
Sherry Volunteer Fire Department
Sherwood, Village of
Shorewood, Village of
Shorewood Hills, Village of
Siren, Village of

Sister Bay, Village of
Soldiers Grove, Village of
Somerset, Village of
South Area Fire and Emergency Response
District
Southern Ozaukee Fire and Emergency
Medical Services Department
Spencer, Village of
Spencer Area Fire and Ambulance
Commission
Spooner, City of
Spring Green, Village of
St. Cloud, Village of
St. Croix Falls, City of
Stanley Housing Authority, City of
Stevens Point Airport, City of
Stevens Point Housing Authority
Stevens Point Water, Sewer and
Stormwater
Stockbridge, Village of
Stockholm, Village of
Stoddard, Village of
Stratford, Village of
Strum, Village of
Sturgeon Bay, City of
Sturgeon Bay Utilities
Sturtevant, Village of
Suamico, Village of
Sullivan, Village of
Sullivan Joint Wastewater Commission
Summit, Village of
Superior, Village of
Suring, Village of and Suring Public Library
Sussex, Village of and Pauline Haass
Public Library
Taylor, Village of
The Housing Authority of the City of
Chetek
Theresa, Village of
Thiensville, Village of
Thorp, City of
Tomahawk, City of
Trempealeau, Village of
Turtle Lake, Village of
Twin Lakes, Village of
Union Center, Village of
Union Grove, Village of



Unity, Village of
Upper St. Croix Lake
Sanitary District
Valders, Village of
Vanguard Electric Commission
Vernon, Village of
Vesper, Village of
Viola, Village of
Waldo, Village of
Wales, Village of
Walworth, Village of
Washburn, City of
Waterford, Village of
Waterloo, City of
Watertown, City of
Watertown Housing Authority
Waukesha, City of
Waukesha Water Utility
Waunakee, Village of
Waupaca, City of
Wausaukee, Village of
Wautoma, City of
Wauzeka, Village of
Webster, Village of
West Baraboo, Village of
West Central Wisconsin Bio Solids
West Milwaukee, Village of
West Salem, Village of
Westby, City of
Western Lakes Fire District
Westfield, Village of
Weston, Village of
Weyauwega, City of
Wheeler, Village of
Whitehall, City of
Whitelaw, Village of
Williams Bay, Village of
Wilton, Village of
Wind Point, Village of
Windsor, Village of
Winneconne, Village of
Wisconsin Dells – Lake Delton Sewerage
Commission
Wisconsin Rapids, City of
Wisconsin Rapids Water Works and
Lighting Commission
Withee, Village of

Wittenberg, Village of
Wolf River Sanitary District
Wonewoc, Village of
Wonewoc Area Fire and Ambulance
Woodville, Village of
Wrightstown, Village of
Wyocena, Village of
Yorkville, Village of
Yuba, Village of



Group Dividend Plan

An outstanding feature of the Mutual Plan is the opportunity to earn a return of premiums based upon loss experience. Each municipality may be able to reduce its insurance cost because of excellent results in Workers Compensation, Automobile, General Liability, Law Enforcement Liability, and Public Officials insurance coverage. The experience of the members as a whole is reviewed for dividend consideration.

Based on a rolling five-year history, a member's dividend will be determined by their share of premiums and losses.

Since 1984 the League of Wisconsin Municipalities Mutual Insurance has:

- Paid out \$68 million in dividend payments
- In 2007, LWMMI Directors declared the first LWMMI Dividend of over \$800,000



General Liability

Company	Policy Number	Effective Date	Expiration Date
League of Wisconsin Municipal Mutual Ins Co	TBD	1.01.2026	1.01.2027

Coverage Detail

Coverage	Limits
General Liability	\$6,000,000
Law Enforcement Liability - \$5,000 Deductible	\$6,000,000
Premises Medical Payments	\$10,000
Public Officials Liability - \$10,000 Deductible	\$6,000,000
Automobile Liability	\$6,000,000
Automobile	See Below
Automobile Medical Payments	\$10,000
Uninsured/Underinsured Motorist	\$1,000,000 / \$500,000
Dam	\$6,000,000
Railroad Protective Liability	\$6,000,000
Workers Compensation - Part A Benefits - Part B Employers Liability	\$2,000,000

Coverage Enhancements

- A single policy combining General Liability, Law Enforcement, Public Officials Errors & Liability, and Auto Liability, reducing the chance for gaps between policies
- Vehicles rated on Replacement Cost basis (RC) for light vehicles 5 years and newer, and heavy vehicles (\$100,000 in value) 10 years and newer. Otherwise, vehicles are rated on Actual Cash basis.
- No "Aggregate Limits." The "Per Occurrence" policy limit applies to all liability claims
- All coverage is on an "Occurrence" basis, including Public Officials and Employee Benefits Liability
- Prior Act coverage provided for former "Claims-Made" Policies
- Defense costs in addition to the policy limit for all liability coverage, including Law Enforcement Liability



- Police and public official claims will not be settled without your approval
- Limited defense cost reimbursement for alleged criminal acts
- Non-Monetary Claims Coverage up to \$50,000 Per Wrongful Act; subject to a \$250,000 Aggregate Limit
- Sudden and Accidental Above Ground Pollution – \$250,000
- Back and Future Wages and Benefits Covered
- Automobile and Premise Medical No Fault Payments
- \$2,000,000 Added to Limits for Workers Compensation Part B - Employers Liability of the League's Policy
- Expanded Contractual Liability for Mutual Aid Agreements
- Optional No-Fault Sewer Back-Ups (subject to underwriting acceptability) – \$100,000 per occurrence, \$300,000 annual aggregate.
- Tax Assessment Disputes – up to \$50,000 for Defense



Crime

Company	Policy Number	Effective Date	Expiration Date
League of Wisconsin Municipal Mutual Ins Co	TBD	1.01.2026	1.01.2027

Coverage Detail

Description	Limit	Deductible
Computer Fraud	\$1,000,000	\$5,000
Employee Dishonesty Blanket	\$1,000,000	\$5,000
Forgery / Check Alteration	\$1,000,000	\$5,000
Monies & Securities – Inside and Outside	\$1,000,000	\$5,000
Funds Transfer Fraud	\$1,000,000	\$5,000
Social Engineering	\$1,000,000	\$5,000



Property

Company	Policy Number	Effective Date	Expiration Date
Municipal Property Ins. Co.	TBD	1.01.2026	1.01.2027

Coverage Detail

Subject of Insurance	Amount	Deductible
Blanket Building, Contents and Property in the Open	\$90,971,746	\$5,000
Contractors Equipment - Over \$ 25,000	\$3,244,868	\$1,000
Contractors Equipment - Under \$ 25,000	\$625,935	\$1,000
Equipment Breakdown	\$90,971,746	\$2,500
Pier and Wharf	\$3,030,862	\$5,000/10%
Pedestrian Bridges	\$266,970	\$5,000
Utility Meter	\$500,000	\$5,000

Coverage Enhancements

- Coverage provided for unique exposures such as Contractors Equipment, Equipment Breakdown, Fine Arts, Pedestrian Bridges, Builders Risk, Piers and Wharfs.
- Property coverages are written on a blanket form
- Building appraisals are regularly completed for all scheduled properties



Workers Compensation & Employers Liability

Company	Policy Number	Effective Date	Expiration Date
United Heartland	TBD	1.01.2026	1.01.2027

First Named Insured

City of De Pere

Statutory Benefits

Named States: WI

If on the effective date of the policy, you are working and hiring in a state that is not listed, coverage will not be provided for that state unless the carrier is notified within **30 days**.

Employers Liability

Coverage	Limit
Each Accident	\$100,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$100,000

***The League policy increases the above Employers Liability limits to \$2M at no charge**

Other States

All states except: ND, OH, WA and WY

If you have operations in ND, OH, WA, WY, Puerto Rico or the U.S. Virgin Islands, you must buy Workers Compensation from that state. This policy will not protect you in monopolistic states or territories.

Included & Excluded Individuals

Name	Title	Included / Excluded
None on File		

Sole Proprietors, Partners and Members of LLC are automatically **excluded** from Workers Compensation coverage, unless coverage is elected by signing election form and policy is endorsed.

Executive Officers of a Closely Held Corporation are automatically **included** in Workers Compensation coverage, unless coverage is rejected by signing rejection form and policy is endorsed. Rejection of coverage is allowed for up to two Officers.



Rating Basis

		2026 to 2027	
State	Code Classification	Rate	Estimated Payroll
WI	7520 Water Works Operations	2.59	\$333,061
WI	9412 Municipal Operations - City	2.50	\$4,768,601
WI	7704 Firefighters – Non-Volunteer	3.19	\$2,956,946
WI	7720 Police Officers	2.14	\$3,804,020
WI	8810 Municipal Operations - Village	.16	\$3,201,536

Experience Modification

2025 | 1.05

If there is a change in the experience modification or rates assigned by the state, it will be incorporated into the policy issued.

Dividend

League Dividend Program

Dividends are payable pursuant to conditions determined by the Company Board of Directors and as made applicable to the Insurance Policy. It is illegal for any insurer or producer to guarantee the payment, timing or amount of future Dividends.



Premium Comparison

Coverage	EMC	League of WI Municipalities
General Liability	\$78,440 (\$0 Ded)	\$37,204 (\$0 Ded)
Law Enforcement Liability	\$48,765 (\$5k Ded)	\$34,124 (\$5k Ded)
Public Officials and Employment Practices	\$32,296 (\$10k Ded)	\$40,487 (\$10k Ded)
Drone	\$6,022(10% of value of drone)	Included (\$0 Ded)
Auto Liability	\$153,466 (\$1k Ded)	\$28,851 (\$0 Ded)
Auto Physical Damage	Included (\$1k Ded)	\$61,543 (\$1k Ded)
Uninsured/Underinsured Motorist	Included (\$500k/\$500k)	\$2,194 (\$1M/\$500k)
Dam (2)	Included	\$500
Railroad	\$4,508 (\$0 Ded)	\$250 (\$0 Ded)
Crime	\$676 (\$10k Ded)	\$2,158 (\$5k Ded)
Cyber	\$48,874	\$48,874 (BOR)
Property	\$94,685 (\$10k Ded)	\$110,578* (5k Ded)
Inland Marine (IM)/Contractors Equipment	\$10,333 (\$500 Ded)	Included (\$1k Ded)
Equipment Breakdown (EB)	\$10,418 (\$2,500 Ded)	Included (\$2,500 Ded)
Umbrella	\$33,759	N/A
Storage Tank Liability	\$1,000	\$1,000 (BOR)
Identity Fraud	\$926	\$926 (BOR)
Consulting Fee	\$34,000	N/A
Workers Compensation	\$297,553	\$293,034
Total Premium	\$855,721	\$661,723

BOR= Broker of Record. You would maintain your same coverage/policy, but switch brokers. Premium would be very similar to your current. Any change in premium would be due to usual renewal underwriting.

*Property with \$10,000 Deductible for all lines except \$1,000 on IM and \$2,500 on EB - \$110,578



CITY OF DE PERE MEMO



To: Finance & Personnel Committee
From: Joanne Bungert, City Attorney
Date: November 11, 2025 (**Revised – November 18, 2025**)
RE: Selection of League of Wisconsin Municipal Mutual Insurance and Municipal Property Insurance Company as the City's insurance providers

The City currently receives commercial (general liability; auto physical; cyber etc.), workers compensation and property insurance policies through our broker services with M3 Insurance. For this upcoming renewal term, City staff requested additional quotes from other insurance providers to compare benefits, services as well as costs. We received quotes from M3 Insurance, Cities and Villages Mutual Insurance Company (CVMIC) and the League of Wisconsin Municipalities Municipal Insurance (LWMMI), along with the Wisconsin Property Mutual Insurance Company (MPIC), who acts as a carrier partner with both CVMIC and LWMMI.

Based on a comprehensive review of these quotes, staff's recommendation is to proceed with the selection of LWMMI and MPIC with the total policy quote of coverage is **\$661,723** for a policy beginning January 1, 2026, through December 31, 2026. A cross-department team including representatives from Law, Human Resources, Finance and the Clerk's office met with the providers, reviewed and analyzed the proposals.

League of Wisconsin Municipalities Municipal Insurance (LWMMI) covers over 500 Cities, Villages and Special Municipal District in Wisconsin and will be able to insure all of our needed commercial lines of insurance. Municipal Property Insurance Company (MPIC) is a carrier partner, who will provide our property coverage. In addition to insurance policies, LWMMI provides member support services, ranging from employee training opportunities, risk management team, pre-loss, human resource/employment and legal services as well as workplace safety resources. Lastly, risk and claim management services are provided through another partner, McClone Insurance.

Quote Summary:

M3 (current broker)	CVMIC/MPIC	LWMMIC/MPIC
\$855,721	\$581,797	\$661,723

Both CMVIC and LWMMI proposals provided significant cost savings and municipal support services. While LWMMI overall total is slightly higher than CVMIC/MPIC, LWMMIC is able to provide several valuable provisions, such as:

- No-deductible and 1st dollar coverage for General Liability and Auto Claims as well as claims administration support.

- Coverage for property tax assessment claims.
- Coverage for sewer back-up claims
- Coverage for wrongful act/non-monetary claims.
- Prior Act coverage for our former “Claims-Made” Policies with M3.

We also conducted reference checks with some municipalities that recently switched to LWMMI and the general sentiments have been that they have experienced not only cost savings but also excellent training and support services.

Premium Comparison: A summary of selected premium costs and corresponding deductibles/limits.

COVERAGE	EMC	CVMIC	LWMMIC
General Liability/Law Enforcement/Public Official/Employment Practices/Drone	\$165,523 (\$0 Ded./1st \$ claim coverage) \$2 million/occurrence \$4 million/aggregate for GL and Umbrella \$2 million/aggregate on most other lines	\$102,109 (\$25k Self Insured Retention/occurrence \$100K annual aggregate.) \$10 million/occurrence No aggregate coverage limit	\$111,815 (GL and Auto \$0/1st dollar coverage Police \$5,000 Public Official and EPL \$10,000 \$6 million No aggregate limits
Auto Liability	\$153,466 (\$1K Ded.)	Included in GL (\$25K SIR)	\$28,851 (\$0 Ded.)
Auto Physical	Included in Auto Liability (\$1K Ded.)	\$66,004 (\$1K Ded.)	\$61,543 (\$1K Ded.)
Uninsured/Underinsured Motorist	Included (\$500k-\$500K limits)	Included	\$2194 (\$1M/\$500K limits)
Workers Compensation	\$297,553	\$302,279	\$293,034
Property/Contractors Equipment/Equipment Breakdown and Boiler	\$115,436 (\$500-\$10K Ded.)	\$100,628 (\$2500-\$10K Ded.)	\$110,578 (\$1K-\$5K Ded.)
Identity Recovery & Fraud – Employees	\$926	***	\$926 (BOR)*
Crime/Employee Dishonesty	\$676 (\$10K Ded.)	\$1141 (\$50K Ded.)	\$2158 (\$5K Ded.)
Cyber liability	\$48,874 (\$4M limit)	Paid by CVMIC (\$1M limit)	\$48,874* (\$4M limit)

	\$25K Retention Limits: \$3,000,000 - \$50,000 (varies)	\$10K \$1,000,000 per Occurrence \$5,000,000 Group Aggregate Limit <i>**can increase limits for additional cost</i>	\$25K Retention \$3,000,000 - \$50,000 (varies)
Storage Tank Liability	\$1000	1136	\$1000*
Pollution	***	\$8500	Included in GL
Railroad	\$4508	Included in GL	\$250
Consulting Fee	\$34,000	None	None
Dam	Included	Included	\$500
Volunteer Accident	***	Paid by CVMIC	Paid by LWMMIC
Tax Assessment	Included in GL (\$3K Ded. per claim)	None/excluded	Included in GL (\$0 Ded.)
Wrongful Act/Non Monetary	None	None	Included
Sewer Back-up	None	Excluded **could be added for additional cost	Included
Auto and Premise Med Pay	None	None	Included
Umbrella	\$33,759	N/A	N/A

*(BOR) Broker of record/Would take over current policy

*** not noted/specified in quote proposal

Note: CVMIC will begin to provide claims administration services starting in January 2026 for an additional cost of \$15,000.



Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: Police
FROM: Jeremy Muraski, Police Chief
SUBJECT: Recommendation from the Finance-Personnel Committee to approve Memorandum of Understanding with U.S. Capitol Police.
RECOMMENDED ACTION: Motion to Approve.

This item was approved unanimously by the Finance/Personnel Committee at its meeting on November 11, 2025. Staff recommends approval of the MOU with U.S. Capitol Police.

ATTACHMENTS:

Capital Police MOU Request, USCP Standard MOU - version 2.0, MOU FAQs - version 2.0

DE PERE

POLICE DEPARTMENT

325 S. Broadway
De Pere, WI 54115
920-339-4079

Jeremy A. Muraski
Chief of Police



November 6, 2025

TO: De Pere Finance and Personnel Committee, and Full City Council

FROM: Chief of Police Jeremy A. Muraski

RE: MOU between the City of De Pere Police Department and the United States Capitol Police.

We have experienced an uptick in political division in our nation and a corresponding increase in the requests for police assistance with security. As such, I believe we should move forward with establishing a Memorandum of Understanding (MOU) with the U.S. Capitol Police to allow the City to seek reimbursement for law enforcement protection services when requested by their agency.

In the current and continually evolving political and security landscape, the U.S. Capitol Police have increasingly reached out to the De Pere Police Department to provide security or protective details for members of Congress or the House of Representatives during visits or events held within the City of De Pere. While there are occasions when they notify us of a visit but request no police presence, there have been more frequent requests for active law enforcement protection.

The U.S. Capitol Police have confirmed that reimbursement for officer time and costs is available, however, this is only accessible if an MOU is on file between our agencies. Establishing this agreement will ensure that we can recover the City's costs associated with these federally requested protection details, thereby relieving our taxpayers of the financial burden of providing these services.

Moving forward with this MOU would formalize the process, provide clarity on expectations, and protect the City's financial interests when such requests arise. The law department has reviewed the proposed Memorandum of Understanding.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy A. Muraski".

Jeremy A. Muraski, Chief of Police

MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES CAPITOL POLICE

Date:

1. Parties	1a. <u>Insert Partner Agency Name</u> <i>Herein "Partner Agency"</i>	1b. United States Capitol Police
2. Jurisdiction - City - County - State - Institution	2a. <i>Insert language describing your agency's jurisdiction. Be sure to include the city and/or county and state you serve. If you serve a specific institution (e.g., a university), please specify.</i>	2b. The USCP is a federal law enforcement agency under the Legislative Branch of Government. It is the mission of the USCP to protect the Congress – its Members, employees, visitors, and facilities – so it can fulfill its constitutional and legislative responsibilities in a safe, secure and open environment.
3. Point of Contact (POC) - Name - Title - Address - Email - Phone Number	3a. <i>Insert information of the primary POC with whom USCP can correspond in relation to this MOU. USCP will consider the return of this form with completed POC information as intent by your agency to initiate the MOU process. Reimbursement will require full execution of the MOU.</i>	3b. Jeanita Mitchell Acting Assistant Chief of Police for Protective and Intelligence Operations United States Capitol Police 119 D Street, NE Washington, DC 20510 Jeanita.Mitchell@uscg.gov (C) 202-384-8720
IN WITNESS WHEREOF, the parties hereto have executed this MOU as follows		
4. Authorizing Official - Name - Title	4a. <i>Insert name and title of an official who has signatory authority for your agency.</i>	4b. Michael G. Sullivan Chief of Police United States Capitol Police
5. Authorizing Official's Signature	5a.	5b.
6. Date of Authorizing Officials' Signature	6a.	6b.

Terms & Conditions

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into by and between the United States Capitol Police ("USCP") and the Partner Agency, collectively referred to as the "Parties," for the purpose of reimbursing the Partner Agency for agreed upon law enforcement services.

II. BACKGROUND

The USCP Office of Protective and Intelligence Operations (P&IO) has the statutory requirement pursuant to 2 U.S.C. §1966 to protect the Members of Congress when security considerations so require. In order to fulfill this responsibility, P&IO requires augmentation of its capabilities in the form of law enforcement support within the Partner Agency's jurisdiction.

III. PURPOSE
A. The purpose of this MOU is to set forth the terms by which the USCP will reimburse the Partner Agency for the protective services specified in Section IV(A), such services to commence on the date the MOU is fully executed. In instances in which Partner Agency services must be provided prior to full execution of this MOU, USCP will consider the return of this form with fields 1a, 2a, and 3a completed as a good faith effort to proceed towards full execution such that those services will be eligible for reimbursement once the MOU is finalized. B. This MOU does not obligate the Partner Agency to provide resources at USCP's request. C. This MOU does not obligate USCP to reimburse the Partner Agency for protective services provided without direct coordination with USCP. D. This MOU is an agreement between the Parties and is not intended and should not be construed, to create or confer any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the Partner Agency, USCP, or any state, locality, or other entity.
IV. RESPONSIBILITIES OF THE PARTNER AGENCY UNDER THIS MOU
A. Upon request from USCP, and agreement by the Partner Agency, based on available resources, the Partner Agency shall provide support and enhancements to the USCP protective mission for Congressional events and/or USCP protective operations occurring in the Partner Agency's jurisdiction. Services may involve the expenditure of overtime by the Partner Agency. During the events and/or protective operations, the Partner Agency shall maintain routine communications with USCP leadership as necessary. B. The Partner Agency agrees to provide the USCP with a summary of expenses incurred in connection with the Partner Agency's provision of services requested by the USCP. This summary will be consistent with the format for record keeping provided by the USCP. Upon request, the Partner Agency agrees to make available to USCP accounting records related to services provided under this MOU and that such records may be subject to audit and examination. The Partner Agency will direct correspondence related to reimbursement to USCP and no other party. C. The Partner Agency will secure prior, explicit approval for any expenditure on equipment used to support USCP requests where reimbursement will be sought. D. The Partner Agency will provide advance notice to USCP of any third-party law enforcement agency it engages to support a USCP request unless there are exigent circumstances. Third-party agencies cannot be directly reimbursed by USCP through this MOU and must seek reimbursement through the Partner Agency. E. The Partner Agency will submit invoices within 60 days of having provided the relevant services/support to ensure payment.
V. RESPONSIBILITIES OF USCP UNDER THIS MOU
A. The USCP agrees to provide the necessary funds due to the Partner Agency as part of this MOU between both parties. The USCP shall promptly pay all invoices submitted by the Partner Agency regarding services provided pursuant to this MOU. B. The USCP agrees to bear its own costs in relation to this MOU.
VI. DURATION OF THIS MOU
This MOU will continue in force until it is terminated by either party. Either party may terminate this MOU after giving 30 days' written notice to the other Party.
VII: FUNDING
No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Reimbursements and expenditures under this MOU shall be subject to the USCP's budgetary processes and to the availability of funds.
VIII: SEVERABILITY
Nothing in this MOU shall be construed to conflict with current law. If a term of this MOU is inconsistent with such authority, that term shall be invalid to the extent of the inconsistency. The remainder of that term and all other terms of this MOU shall remain in effect.
IX: MODIFICATIONS
The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.
X: MISCELLANEOUS
The Parties shall comply with all applicable laws, rules, and regulations.

USCP MOU Frequently Asked Questions

A Partner Agency that returns the Standard Memorandum of Understanding (MOU) with the date and Sections 1a., 2a., and 3a. completed can consider the MOU process with the United States Capitol Police (USCP) to be initiated such that the costs associated with providing law enforcement services to support a USCP request are eligible to be reimbursed upon the finalization of the MOU.

Where do I send the MOU?

The MOU should be returned via email to MOU@uscp.gov.

What types of services are reimbursable?

Assets and resources provided by your agency to support USCP for the hours requested are eligible for reimbursement provided coordination was directly conducted with USCP. Congressional staff is not authorized to guarantee reimbursement through the USCP MOU program.

Expenditure on equipment requires specific approval from USCP prior to purchase if reimbursement will be sought.

Who can be reimbursed?

Only the law enforcement agency from whom USCP requested assistance, and who has entered into an MOU with USCP, can be directly reimbursed. USCP cannot provide reimbursement to private companies for security services.

What if I need an additional law enforcement agency to support a USCP request?

If you need to engage an additional law enforcement agency to support a USCP request, you must provide USCP with advance notice unless there are exigent circumstances. In addition, that agency must seek reimbursement through you. Your agency can then pass the cost of that reimbursement to USCP in accordance with the provisions of the MOU.

How do I submit for reimbursement?

Upon finalization of the MOU, USCP will provide a vendor enrollment form to your agency. This form is required to register your agency for payments.

Once your agency has provided the requested services, the Point of Contact (POC) for your agency should send an invoice that includes:

- An invoice number;
- A date for services rendered; and
- An itemized list of services with associated costs, to include a list of officers and the associated hours, where relevant.

The invoice should be billed to:

United States Capitol Police
119 D Street, NE
Washington, DC 20510

Invoices should be submitted **via email only** to MOU@uscg.gov.

How and when will reimbursement be issued?

Reimbursement will only be initiated after services in support of a USCP request have been provided.

Payment will be made in the form of a paper check or ACH direct deposit. Payment will only be processed through to an agency with an MOU; no payment will be made directly to individual officers or third-party vendors. Payment can only be made once an MOU is signed by both agencies. In other words, while services provided may be *eligible* for reimbursement upon initiation of the MOU process, the *actual payment* will require the MOU to be finalized.

After your POC (1) returns the vendor enrollment form and (2) sends an invoice, you can expect reimbursement in 30-60 days, provided the MOU has been finalized.

What if my agency wants to make edits to the Standard USCP MOU?

Any law enforcement partner that is willing to enter an MOU with USCP but would like to request changes to the Standard MOU can email MOU@uscg.gov. We will connect you with our Office of General Counsel for further processing.

What if I have additional questions?

You can reach our team at MOU@uscg.gov.



City of De Pere, Wisconsin

I.13

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: City Clerk
FROM:
SUBJECT: Recommendation from the Finance-Personnel Committee to approve proposed changes to 2026 Special Event fees.
RECOMMENDED ACTION: .

The Finance-Personnel Committee voted unanimously at its November 11, 2025 meeting to recommend approval of the proposed changes. Staff is asking for your approval of the concept of the new proposed fee categories; the 2026 fee schedule will be brought forward in December for approval.

ATTACHMENTS:

Memo to F-P_11-11-25, 2026 Special Event Fees_proposed

CITY OF DE PERE MEMO



To: Honorable Mayor James G. Boyd
Members of the Finance-Personnel Committee
From: Carey Danen, Clerk
Date: November 11, 2025 (meeting date)

RE: **Proposed 2026 fee increases/additions for special event permits**

The City's Special Events Team met recently to review the past year's special events and discuss the City's process for event applications. Special event fees, and the amount of staff time across departments that goes into reviewing applications, were included as part of the discussion. As a result, we are proposing the following changes to the special event fee schedule for 2026 (see attached chart):

Application fees have not increased since they were instituted in 2015 (small and medium events) and 2020 (large and special hazard events). Therefore, we are proposing increases that correspond to the increase in the Consumer Price Index over those years.

Historically, the City has waived permit fees for charitable organizations with tax exempt status. Due to the staff time involved in processing applications, we are proposing that these organizations should pay a reduced application fee.

Late and incomplete application submittals have been an ongoing problem, which causes issues for staff workloads and timely application review. Therefore, we are proposing to institute late fees on a sliding scale.

Finally, we are proposing two new fees: an additional fee for first-time events and a location change fee, due to the extra work this creates for review and approval.

Please contact me in advance of the meeting with any questions.

SPECIAL EVENT APPLICATION FEE SCHEDULE - 2026 PROPOSED

The chart below lists the Special Event application fees, as well as the Special Hazard Event fees. Depending on City or Public Safety services required, there may be fees in addition to the application fee that will be charged to the Event Organizer by those respective City departments.

	Current Fee	Full Price App Fee	Discounted 501(c) App Fee	Late Fee - less than 60 days	Late Fee - less than 30 days	First-Time Event Fee	Location Change Fee
Small Event	\$25	\$35	\$20	\$15	\$20	\$0	\$5
Medium Event	\$50	\$65	\$35	\$25	\$35	\$50	\$15
Large Event	\$250	\$310	\$155	\$115	\$175	\$100	\$60
Special Hazard Event	\$500	\$625	\$310	\$210	\$310	\$150	\$155

Notes:

37% CPI increase to small and medium event fees (2015-2025)

25% CPI increase to large and special hazard event fees (2020-2025)

Discounted 501(c) app fee is 50% of the full price fee

Late fee <60 days is 1/3 of the full price fee; <30 days is 1/2 of the full price fee

First time event fee is based on estimated additional staff time (one, two, or three hours depending on size) to review a new event

Location change fee is 25% of the full price fee

All fees are rounded to the nearest \$5

Special Event application fees are non-refundable

Cancellation fee will be based on actual City Costs incurred in preparing for the event (with a minimum charge of \$100)



City of De Pere, Wisconsin

I.14

Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: City Attorney
FROM:
SUBJECT: Consideration and Possible Action on Consent to Collateral Assignment of Payment Rights Between Phoenix of De Pere, LLC and Community First Credit Union (Parcels WD-364-D-502 and WD-D0031).
RECOMMENDED ACTION: Motion to Approve.

Community First Credit Union has requested the attached collateral assignment to proceed with a construction draw payment for Phoenix of De Pere, LLC. As part of the assignment, the City is required to provide consent.

ATTACHMENTS:

Collateral Assignment, TID #15-Phoenix of DePere, LLC-WD-364-D-502 and WD-D0031

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

WD-364-D-502 and WD-D0031

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 PHOEIX OF DEPERE, 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 November 5, 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 WD-364-D-502 and WD-D0031 legally described on 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 October 22, 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 5TH day of NOVEMBER, 2025.

PHOENIX OF DEPERE, LLC

By: 
Bill J. Kingston, Manager

COMMUNITY FIRST CREDIT UNION

By: 
Ryan Johanek, VP-Business Lending

This Collateral Assignment was drafted by: Pa Xiong, Commercial Document and Loan Processor

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: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

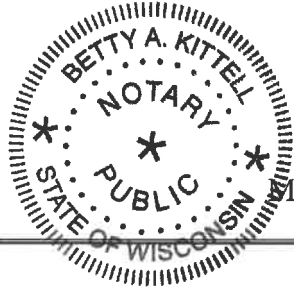
STATE OF WISCONSIN

)
) SS

COUNTY of Brown

)

This record was acknowledged before me on 5 Nov, 2025 by Bill J.
Kingston, Manager of Phoenix of DePere, LLC



Betty A. Kittell

Notary Public in and for the State of Wisconsin

My commission expires: 8-16-27

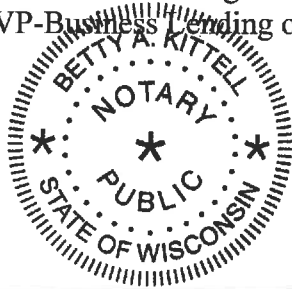
LENDER ACKNOWLEDGEMENT

STATE OF WISCONSIN

)
) SS
)

COUNTY of Brown

This record was acknowledged before me on 5 Nov, 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

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

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.

**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 22nd day of October, 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 each building within 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 Costs" means the total estimated project costs of \$29,000,000 submitted to the City on April 15, 2025 and includes the public infrastructure costs identified in Sections V.B. and V.D.
- O. "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.
- P. "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.
- Q. "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.
- R. "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-D-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, except as provided in Exhibit I, 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. Provided the requisite approvals are obtained by Developer from the City and State of Wisconsin, 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's 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 one-half of the final 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 confirmation of the final incurred 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 design and construct the new street and stormwater in service to the Project and Development. City shall use reasonable efforts to locate such infrastructure as requested by Developer. 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, as increment is created and the City receives tax payment for the applicable assessed and completed portion of the Project, the City shall issue Municipal Revenue Obligation(s) (the “MRO”) in a total 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 applicable assessed and completed portion of the 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 the 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 each building within the Project, 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 is issued for each building but 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
2385 Lawrence Drive
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 is entitled to any other approvals required.

I. Invalid Provisions. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

- J. **Headings.** The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- K. **No Waiver; Remedies.** No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
- L. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.
- M. **No Joint Venture.** The City is not a partner, agent or joint 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.

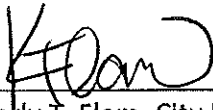
- P. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by 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

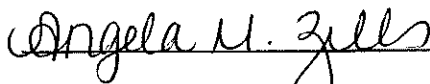
By:


Kimberly T. Flom, City Manager

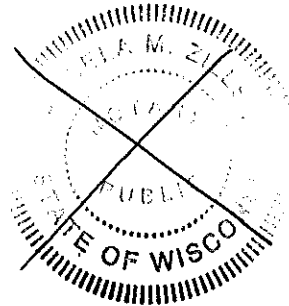
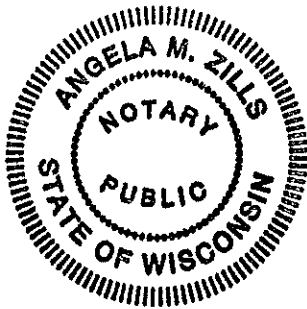

Carey E. Danen City Clerk

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the 22nd day of October, 2025, by Kimberly T. Flom, City Manager and Carey E. Danen, City Clerk.



Notary Public, State of Wisconsin
My commission expires on 4/15/2026.



Phoenix of DePere, LLC

By:

Print Name: Bill Kingston

Title: Manager

Print Name: _____

Title: _____

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the 17th day of OCTOBER, 2025, by Bill Kingston and _____ of Phoenix of DePere, LLC.

Liz Lepow Liz Lepow

Notary Public, State of Wisconsin

My commission expires on 8/28/2026

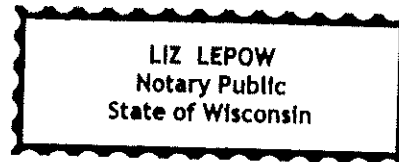


EXHIBIT A

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.

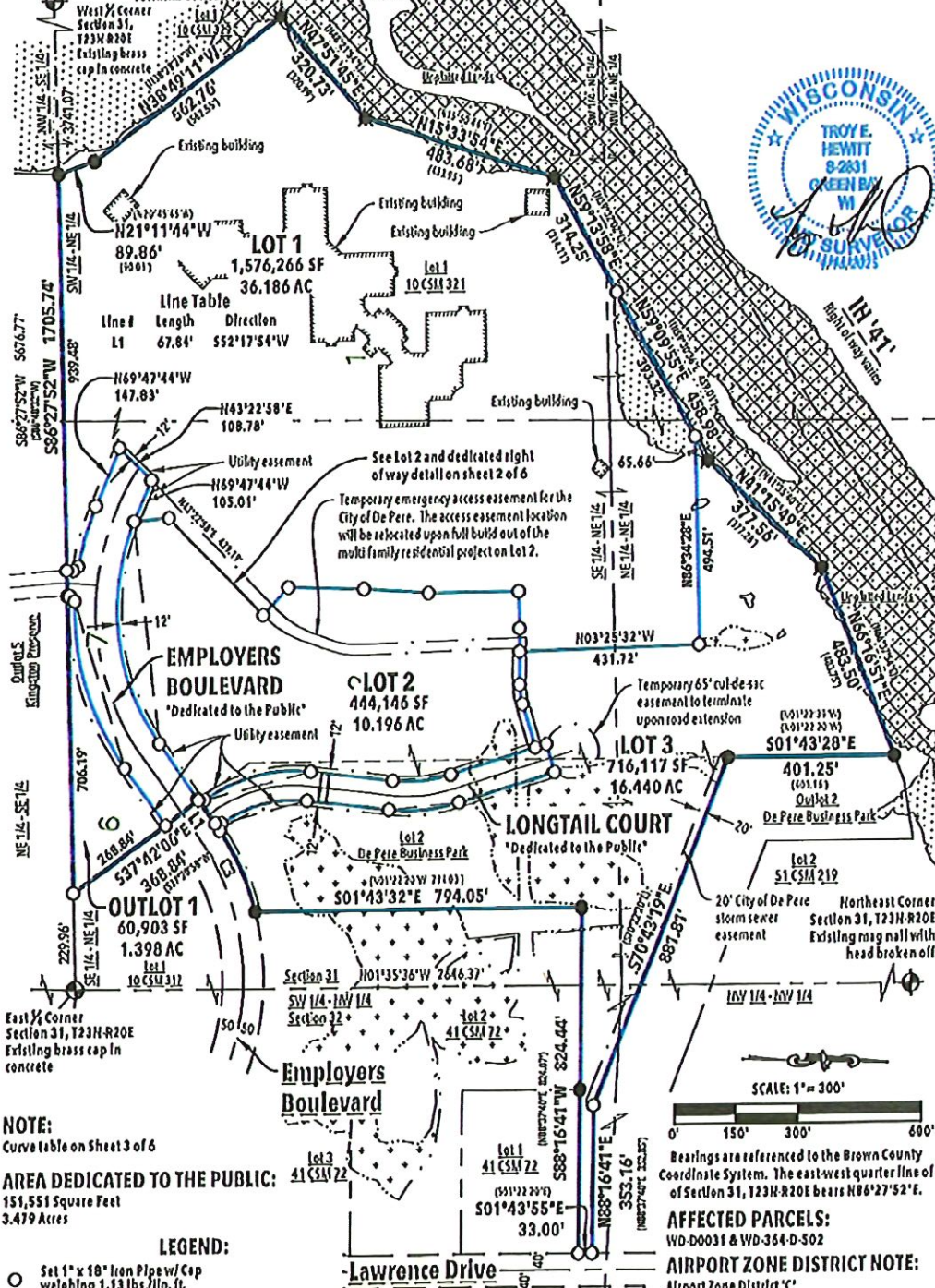
EXHIBIT B

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

DRAFT

CERTIFIED SURVEY MAP

ALL OF LOT 1, VOLUME 18 OF CERTIFIED SURVEY MAPS, PAGE 221, MAP NUMBER 2314, DOCUMENT NUMBER 98555, SAID MAP LOCATED IN PARTS OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SOUTHWEST 1/4 OF THE NORTHWEST 1/4, NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 31 AND PART OF LOT 2, VOLUME 18 OF PLATS, PAGE 44, DOCUMENT NUMBER 1118819, SAID PLAT BEING PARTS OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 31 AND PARTS OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND NORTHEAST 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



NOTE:
Curve table on Sheet 3 of 6

AREA DEDICATED TO THE PUBLIC:
151,551 Square Feet
3.479 Acres

LEGEND:

- Set 1" x 18" Iron Pipe/Cap weighing 1.13 lbs./lin. ft.
- Existing 1" Iron Pipe
- ✕ Existing 1/2" Iron Rod
- ⬢ County PLSS Monument
- () Record bearing or distance
- Wellands delineated by Bay Environmental Strategies, Inc. on June 21, 2022
- 100 Year floodplain
- Floodway

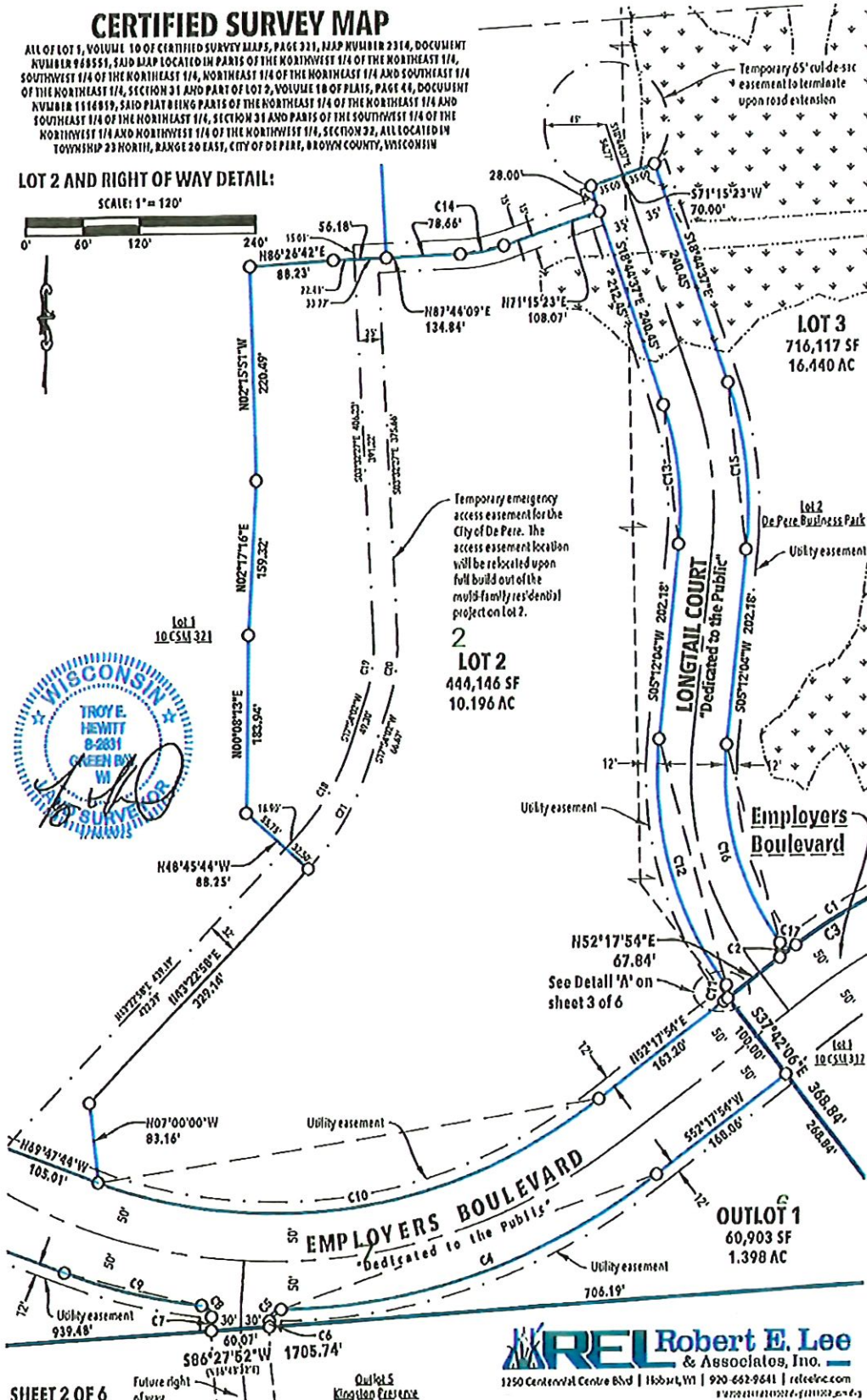
REL Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | rel@relc.com
SHEET 1 OF 6

CERTIFIED SURVEY MAP

ALL OF LOT 1, VOLUME 10 OF CERTIFIED SURVEY MAPS, PAGE 321, MAP NUMBER 2314, DOCUMENT NUMBER 948551, 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 10 OF PLATS, PAGE 44, DOCUMENT NUMBER 1114819, SAID PLATTING 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 NORTHEAST 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

LOT 2 AND RIGHT OF WAY DETAIL:

SCALE: 1" = 120'



REL Robert E. Lee
 & Associates, Inc.
 1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | rel@relinc.com
 1/17/2011 10:11:11 AM

ALL OF LOT 1, VOLUME 10 OF CERTIFIED SURVEY MAPS, PAGE 321, MAP NUMBER 2314, DOCUMENT NUMBER 968351, 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 10 OF PLATS, PAGE 46, DOCUMENT NUMBER 1116019, 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 NORTHEAST 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 PIRE, BROWN COUNTY, WISCONSIN

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | relee-inc.com

Page 168 of 288

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 NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 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 Northeast 1/4 and Northwest 1/4 of the Northeast 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 N12°11'44"W, 89.86 feet on said west line; thence N138°49'11"W, 567.76 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, 403.69 feet on said northwest line; thence N159°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, 403.50 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 CSU, 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 grantee agrees 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 Grantee 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 Grantee.

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

REL Robert E. Lee
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-652-9641 | rel@relnc.com

20250911002227-20250911

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 1116019, 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 NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 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 Date
Preserve Development, LLC

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 | rel@relinc.com
V2020111101027-311001_051-3
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 Svennen
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 | rel@relinc.com

W4000211100022-21110022-0-1-1

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****DE PERE**

Parcel ID: Multiple

Owner/Developer: Phoenix of De Pere, LLC

Created/Revised: 10/7/2025



Principal: (rounded to \$0.00) \$ 650,000

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	1	\$650,000	\$42,520	\$27,960	\$70,470	\$0
2029	2	\$607,480	\$44,348	\$26,122	\$70,470	\$0
2030	3	\$563,132	\$46,255	\$24,215	\$70,470	\$0
2031	4	\$516,877	\$48,244	\$22,226	\$70,470	\$0
2032	5	\$468,633	\$50,319	\$20,151	\$70,470	\$0
2033	6	\$418,314	\$52,482	\$17,968	\$70,470	\$0
2034	7	\$365,832	\$54,739	\$15,731	\$70,470	\$0
2035	8	\$311,093	\$57,093	\$13,377	\$70,470	\$0
2036	9	\$254,000	\$59,548	\$10,922	\$70,470	\$0
2037	10	\$194,152	\$62,108	\$8,361	\$70,470	\$0
2038	11	\$132,344	\$64,779	\$5,691	\$70,470	\$0
2039	12	\$67,565	\$67,565	\$2,905	\$70,470	\$0
2040	13	\$0	\$0	\$0	\$0	\$1
2041	14	\$0	\$0	\$0	\$0	\$2
Total			\$650,000	\$195,638	\$845,638	\$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 (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)

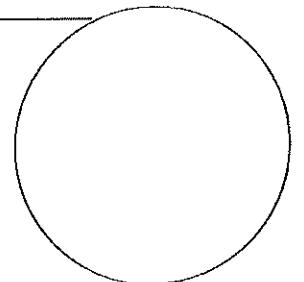
Signature

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
2025 County Median Income**

WISCONSIN MULTIFAMILY LENDING
Estimated Maximum Family Income Limits at 80% of HUD Estimated 2025 County Median Income
Effective April 1, 2025

FAMILY SIZE:	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
COUNTY:									
Brown	59,950	68,500	77,050	85,600	92,450	99,300	106,150	113,000	119,850
Calumet	62,450	71,400	80,300	89,200	96,350	103,500	110,650	117,750	124,900
Chippewa	57,800	66,050	74,300	82,550	89,200	95,800	102,400	109,000	115,550
Columbia	59,450	67,950	76,450	84,900	91,700	98,500	105,300	112,100	118,850
Dane	72,700	83,100	93,500	103,850	112,200	120,500	128,800	137,100	145,400
Dodge	55,200	63,050	70,950	78,800	85,150	91,450	97,750	104,050	110,300
Door	56,500	64,550	72,600	80,650	87,150	93,600	100,050	106,500	112,900
Douglas	56,350	64,400	72,450	80,500	86,950	93,400	99,850	106,300	112,700
Dunn	55,350	63,250	71,150	79,050	85,400	91,700	98,050	104,350	110,650
Eau Claire	57,800	66,050	74,300	82,550	89,200	95,800	102,400	109,000	115,550
Fond du Lac	54,800	62,600	70,450	78,250	84,550	90,800	97,050	103,300	109,550
Grant	52,000	59,400	66,850	74,250	80,200	86,150	92,100	98,050	103,950
Green	59,300	67,750	76,200	84,650	91,450	98,200	105,000	111,750	118,500
Iowa	63,500	72,600	81,650	90,700	98,000	105,250	112,500	119,750	127,000
Jefferson	61,400	70,200	78,950	87,700	94,750	101,750	108,750	115,800	122,800
Kenosha	59,850	68,400	76,950	85,450	92,300	99,150	106,000	112,800	119,650
Kewaunee	59,950	68,500	77,050	85,600	92,450	99,300	106,150	113,000	119,850
La Crosse	60,150	68,750	77,350	85,900	92,800	99,650	106,550	113,400	120,250
Lafayette	52,300	59,750	67,200	74,650	80,650	86,600	92,600	98,550	104,500
Lincoln	53,200	60,800	68,400	76,000	82,100	88,200	94,250	100,350	106,400
Manitowoc	52,950	60,500	68,050	75,600	81,650	87,700	93,750	99,800	105,850
Marathon	55,350	63,250	71,150	79,050	85,400	91,700	98,050	104,350	110,650
Milwaukee	62,000	70,850	79,700	88,550	95,650	102,750	109,850	116,900	123,950
Oconto	54,850	62,650	70,500	78,300	84,600	90,850	97,100	103,400	109,600
Oneida	53,950	61,650	69,350	77,050	83,250	89,400	95,550	101,750	107,850
Outagamie	62,450	71,400	80,300	89,200	96,350	103,500	110,650	117,750	124,900
Ozaukee	62,000	70,850	79,700	88,550	95,650	102,750	109,850	116,900	123,950
Peplin	52,550	60,050	67,550	75,050	81,100	87,100	93,100	99,100	105,050
Pierce	72,950	83,400	93,800	104,200	112,550	120,900	129,250	137,550	145,900
Polk	54,600	62,400	70,200	78,000	84,250	90,500	96,750	103,000	109,200
Portage	54,800	62,600	70,450	78,250	84,550	90,800	97,050	103,300	109,550
Racine	55,250	63,150	71,050	78,900	85,250	91,550	97,850	104,150	110,450
Rock	52,950	60,500	68,050	75,600	81,650	87,700	93,750	99,800	105,850
St. Croix	72,950	83,400	93,800	104,200	112,550	120,900	129,250	137,550	145,900
Sauk	57,500	65,700	73,900	82,100	88,700	95,250	101,850	108,400	114,950
Sheboygan	53,100	60,700	68,300	75,850	81,950	88,000	94,100	100,150	106,200
Trempealeau	54,750	62,550	70,350	78,150	84,450	90,700	96,950	103,200	109,400
Vernon	53,450	61,050	68,700	76,300	82,450	88,550	94,650	100,750	106,800
Walworth	61,400	70,200	78,950	87,700	94,750	101,750	108,750	115,800	122,800
Washington	62,000	70,850	79,700	88,550	95,650	102,750	109,850	116,900	123,950
Waukesha	62,000	70,850	79,700	88,550	95,650	102,750	109,850	116,900	123,950
Waupaca	53,100	60,700	68,300	75,850	81,950	88,000	94,100	100,150	106,200
Winnebago	58,050	66,350	74,650	82,900	89,550	96,200	102,800	109,450	116,050
Wood	52,000	59,400	66,850	74,250	80,200	86,150	92,100	98,050	103,950

Income limits for the counties listed below are based on the 2025 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 Monroe
 Price Richland Rusk Sawyer Shawano Taylor Vilas Washburn Waushara

FAMILY SIZE:	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
Income:	52,000	59,400	66,850	74,250	80,200	86,150	92,100	98,050	103,950

WHEDA - 04/02/25

WISCONSIN MULTIFAMILY LENDING
Estimated Maximum Rent Limits at 80% of HUD Estimated 2025 County Median Income
Effective April 1, 2025

BEDROOM SIZE: COUNTY:	EFF.	ONE	TWO	THREE	FOUR	FIVE	SIX
Brown	1498	1605	1926	2225	2482	2739	2996
Calumet	1561	1673	2007	2319	2587	2855	3122
Chippewa	1445	1548	1857	2146	2395	2642	2888
Columbia	1486	1592	1911	2207	2462	2717	2971
Dane	1817	1947	2337	2700	3012	3323	3635
Dodge	1380	1478	1773	2049	2286	2522	2757
Door	1412	1513	1815	2097	2340	2581	2822
Douglas	1408	1509	1811	2093	2335	2576	2817
Dunn	1383	1482	1778	2055	2292	2530	2766
Eau Claire	1445	1548	1857	2146	2395	2642	2888
Fond du Lac	1370	1467	1761	2035	2270	2504	2738
Grant	1300	1392	1671	1930	2153	2376	2598
Green	1482	1588	1905	2201	2455	2709	2962
Iowa	1587	1701	2041	2358	2631	2903	3175
Jefferson	1535	1645	1973	2280	2543	2806	3070
Kenosha	1496	1603	1923	2221	2478	2735	2991
Kewaunee	1498	1605	1926	2225	2482	2739	2996
La Crosse	1503	1611	1933	2233	2491	2749	3006
Lafayette	1307	1400	1680	1941	2165	2389	2612
Lincoln	1330	1425	1710	1976	2205	2432	2660
Manitowoc	1323	1418	1701	1965	2192	2419	2646
Marathon	1383	1482	1778	2055	2292	2530	2766
Milwaukee	1550	1660	1992	2302	2568	2834	3098
Oconto	1371	1468	1762	2036	2271	2506	2740
Oneida	1348	1445	1733	2003	2235	2466	2696
Outagamie	1561	1673	2007	2319	2587	2855	3122
Ozaukee	1550	1660	1992	2302	2568	2834	3098
Pepin	1313	1407	1688	1951	2177	2402	2626
Pierce	1823	1954	2345	2709	3022	3335	3647
Polk	1365	1462	1755	2028	2262	2496	2730
Portage	1370	1467	1761	2035	2270	2504	2738
Racine	1381	1480	1776	2051	2288	2525	2761
Rock	1323	1418	1701	1965	2192	2419	2646
St. Croix	1823	1954	2345	2709	3022	3335	3647
Sauk	1437	1540	1847	2135	2381	2628	2873
Sheboygan	1327	1422	1707	1972	2200	2428	2655
Trempealeau	1368	1466	1758	2032	2267	2501	2735
Vernon	1336	1431	1717	1984	2213	2442	2670
Walworth	1535	1645	1973	2280	2543	2806	3070
Washington	1550	1660	1992	2302	2568	2834	3098
Waukesha	1550	1660	1992	2302	2568	2834	3098
Waupaca	1327	1422	1707	1972	2200	2428	2655
Winnebago	1451	1555	1866	2155	2405	2653	2901
Wood	1300	1392	1671	1930	2153	2376	2598

Rent limits for the counties listed below are based on the 2025 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 Monroe
 Price Richland Rusk Sawyer Shawano Taylor Vilas Washburn Waushara

BEDROOM SIZE:	EFF.	ONE	TWO	THREE	FOUR	FIVE	SIX
Rents:	1300	1392	1671	1930	2153	2376	2598

Exhibit I- Infrastructure or Other Costs Excluded from Special Assessment

City shall provide the following infrastructure or other costs incurred without assessment to the Project:

- 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

This Exhibit I special assessment exclusion list applies only to the original development of the Project (i.e., Project Phase 1 and Project Phase 2.) Future special assessments, including but not limited to future assessments for certain future improvements currently listed in this 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.



City of De Pere, Wisconsin

I.15

Request for Common Council Action

MEETING DATE:	November 18, 2025
DEPARTMENT:	Development Services
FROM:	Daniel Lindstrom, Development Services Director
SUBJECT:	Ordinance #25-16 Annexing Territory to the City of De Pere, Wisconsin (Parcel L-481).
RECOMMENDED ACTION:	Motion to approve.

On October 27, 2025, Plan Commission unanimously recommended approval by a vote of 5-0.

ATTACHMENTS:

Ord25-16, CSM 9944 - Hewitt - 2500 BLK Lawrence DR, ANNEXATION SKETCH - 13 Nov 2025, PC Report - Annexation - Lawrence, Boundary Agreement Pages

ORDINANCE #25-16

ANNEXING TERRITORY TO THE CITY OF DE PERE, WISCONSIN
(Parcel L-481)

WHEREAS, the City of De Pere purchased Parcels L-481, L-517 and L-520, subsequently combined as Parcel L-481 by Certified Survey Map #9944 (recorded as Document No. 3103893, Brown County Register of Deeds), located in the Town of Lawrence on August 31, 2023, such Warranty Deed being recorded with the Brown County Register of Deeds office on September 11, 2023, as Document No. 3045222; and

WHEREAS, Wis. Stats. § 66.0223 authorizes and provides procedures for annexation of City-owned property into the City; and

WHEREAS, the Common Council has determined that such property should be annexed into the City.

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

SECTION 1. Territory Annexed. In accordance with Wis. Stats. § 66.0223, the territory described below and in the attached Certified Survey Map incorporated by reference as Exhibit A and Annexation Sketch incorporated by reference as Exhibit B, in the Town of Lawrence, Brown County, Wisconsin is annexed to the City of De Pere, Brown County, Wisconsin:

All of Lot 1, Certified Survey Map No. 9944, recorded as Document No. 3103893, said map located in part of Lots 97, 98, 126, 127 and 128, Williams Grant Subdivision, Volume 6, Plats, Page 13, Town of Lawrence, Brown County, Wisconsin.

Said parcel contains 3,220,262 square feet (73.927 acres) of land more or less.

SECTION 2. Effect of Annexation. The territory described in SECTION 1 shall be a part of the City of De Pere for any and all purposes provided by law and all persons coming or residing

within such territory shall be subject to all ordinances, rules and regulations governing the City of De Pere.

SECTION 3. Temporary Zoning Classification. (a) The territory annexed to the City of De Pere by this ordinance is temporarily zoned AG, Agricultural District.

(b) The Plan Commission is directed to prepare an amendment to the zoning ordinance setting forth a permanent zoning classification for the annexed area and to submit its recommendations to the Common Council.

SECTION 4. Population. The population of the territory annexed is zero (0).

SECTION 5. Ward Designation. The territory described in SECTION 1 is hereby made part of Ward 22 of the City, and subject to all the rules and regulations governing the same.

SECTION 6. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 7. Effective Date. This ordinance shall take effect as provided by law.

Adopted by the Common Council of the City of De Pere, this 18th day of November, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Publication Date: _____
Effective Date: _____

**MAP# 9944
CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
08/28/2025 04:30 PM
REC FEE:
REC FEE: 30.00
PAGES: 4**

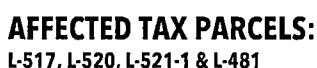
COMBINATION OF LANDS DESCRIBED IN DOCUMENT NUMBERS 3045222, 3045225 AND 3045231, BEING PART OF LOT 2, VOLUME 30 OF CERTIFIED SURVEY MAPS, PAGE 335, MAP NUMBER 4776, DOCUMENT NUMBER 1418683, SAID MAP LOCATED IN PART OF LOT 97 AND PART OF LOTS 97, 98, 126, 127 AND 128, ALL LOCATED IN WILLIAMS GRANT SUBDIVISION, VOLUME 6, PLATS, PAGE 13, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

**Northeast Corner Lot 47,
William's Grant Subdivision
Found Mag Nail w/ ID Washer**

 Existing 1" Iron Pipe
 Existing 1 ¼" Iron Rod
 County Monument

A horizontal bar divided into four segments. The segments are labeled 0', 200', 400', and 800' at the bottom. The segments are filled with alternating hatching and white fill: the first segment (0' to 200') is hatched, the second (200' to 400') is white, the third (400' to 600') is hatched, and the fourth (600' to 800') is white.

Line Table		
Line #	Length	Direction
L1	169.02'	N35°35'17"E
L2	149.64'	S52°35'47"E
L3	162.68'	N35°35'18"E
L4	213.63'	N35°35'18"E



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CERTIFIED SURVEY MAP

COMBINATION OF LANDS DESCRIBED IN DOCUMENT NUMBERS 3045222, 3045225 AND 3045231, BEING PART OF LOT 2, VOLUME 30 OF CERTIFIED SURVEY MAPS, PAGE 335, MAP NUMBER 4776, DOCUMENT NUMBER 1418683, SAID MAP LOCATED IN PART OF LOT 97 AND PART OF LOTS 97, 98, 126, 127 AND 128, ALL LOCATED IN WILLIAMS GRANT SUBDIVISION, VOLUME 6, PLATS, PAGE 13, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

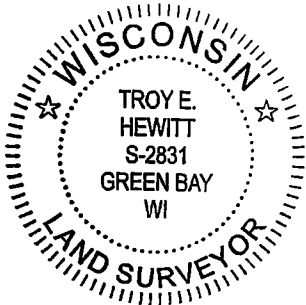
I, Troy E. Hewitt, Professional Land Surveyor, do hereby certify that this certified survey map is not a division of property but solely a combination of and depiction of the parcels recorded Document Numbers 3045222, 3045225 and 3045231 into a single parcel and description and that by the order and under the direction of the owners listed hereon, I have surveyed, mapped and combined part of Lot 2, Volume 30 of Certified Survey Maps, Page 335, Map Number 4776, Document Number 1418683, said map located in part of Lot 97 and part of Lots 97, 98, 126, 127 and 128, all located in Williams Grant Subdivision, Volume 6, Plats, Page 13, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the northeast corner of Lot 79, Williams Grant Subdivision; thence N08°19'40"E, 3314.44 feet on a line that connects said northeast corner to the northeast corner of Lot 47, Williams Grant Subdivision; thence S81°40'20"E, 1759.21 feet to the intersection of the south line of said Lot 98 and the east right of way of Lawrence Drive, the POINT OF BEGINNING; thence N35°47'33"E, 534.25 feet on said east right of way to the north line of said Lot 98; thence S52°29'37"E, 2742.46 feet on said north line to the northeast corner of said Lot 98; thence N37°55'47"E, 537.53 feet on the west line of said Lot 126 to the northwest corner thereof; thence S51°27'06"E, 380.06 feet on the north line of said Lot 126 to the west right of way of the Canadian National (fka Wisconsin Central LTD); thence S38°38'40"W, 1437.34 feet on said west right of way; thence 168.04 feet on the arc of a 5785.58 foot radius curve to the left, having a long chord which bears S37°48'44.5"W, 168.03 feet on said west right of way to the south line of said Lot 128; thence N52°37'59"W, 331.17 feet on the south line of said Lot 128 to the southwest corner thereof; thence N52°35'47"W, 2111.27 feet on the south line of said Lot 97 to a west line of lands described in said Document Number 3045231; thence N35°35'17"E, 169.02 feet on said west line; thence S52°35'47"E, 149.64 feet on said west line; thence N35°35'18"E, 162.68 feet on said west line and continuing on the west line of lands described in said Document Number 3045225 to a south line of said lands; thence N52°35'47"W, 401.68 feet on said south line to a west line of said lands; thence N35°35'18"E, 213.63 feet on said west line to the south line of said Lot 98; thence N52°25'03"W, 368.29 feet on said south line to the Point of Beginning.

Said parcel contains 3,220,262 Square Feet (73.927 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 combination of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Brown County Planning Commission in the surveying, mapping and combining of the same.

Dated this 20th day of August, 2025.
Troy E. Hewitt
ROBERT E. LEE & ASSOCIATES, INC.
Original: 7/15/2025



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.

CERTIFIED SURVEY MAP

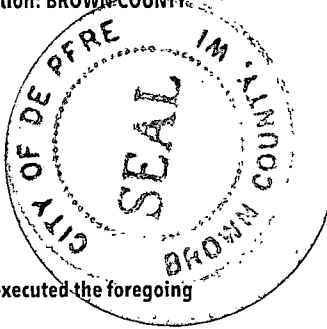
COMBINATION OF LANDS DESCRIBED IN DOCUMENT NUMBERS 3045222, 3045225 AND 3045231, BEING PART OF LOT 2, VOLUME 30 OF CERTIFIED SURVEY MAPS, PAGE 335, MAP NUMBER 4776, DOCUMENT NUMBER 1418683, SAID MAP LOCATED IN PART OF LOT 97 AND PART OF LOTS 97, 98, 126, 127 AND 128, ALL LOCATED IN WILLIAMS GRANT SUBDIVISION, VOLUME 6, PLATS, PAGE 13, 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 combined 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: BROWN COUNTY.

James Boyd 8/25/25
City of De Pere Mayor Date

Carey E. Danen 8/26/25
City of De Pere Clerk Date

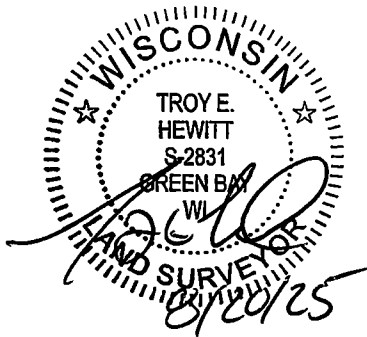
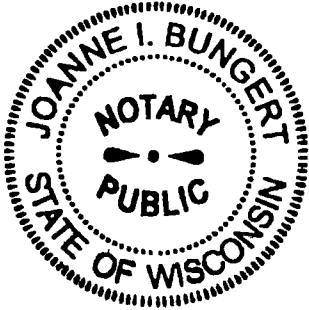


STATE OF WISCONSIN)
BROWN COUNTY) SS

Personally came before me this 26th day of August, 2025, the above named to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

Joanne Bungert
Notary Public, State of Wisconsin
(print name) Joanne Bungert

My commission expires: permanent

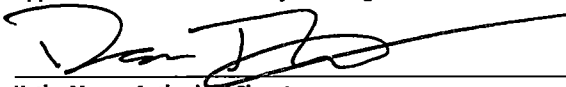


CERTIFIED SURVEY MAP

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BROWN COUNTY PLANNING COMMISSION:

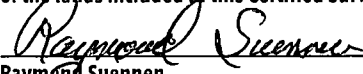
Approved for the Brown County Planning Commission this 28 day of Aug, 2025.


~~Kathy Meyer, Authorized Signatory.~~
Dan Teaters, Planning Director
DT

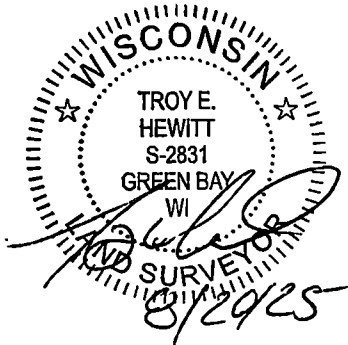
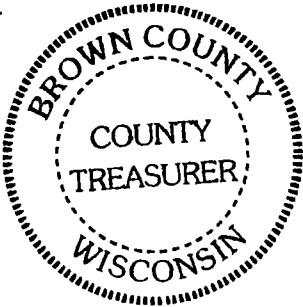


BROWN COUNTY TREASURER'S CERTIFICATE:

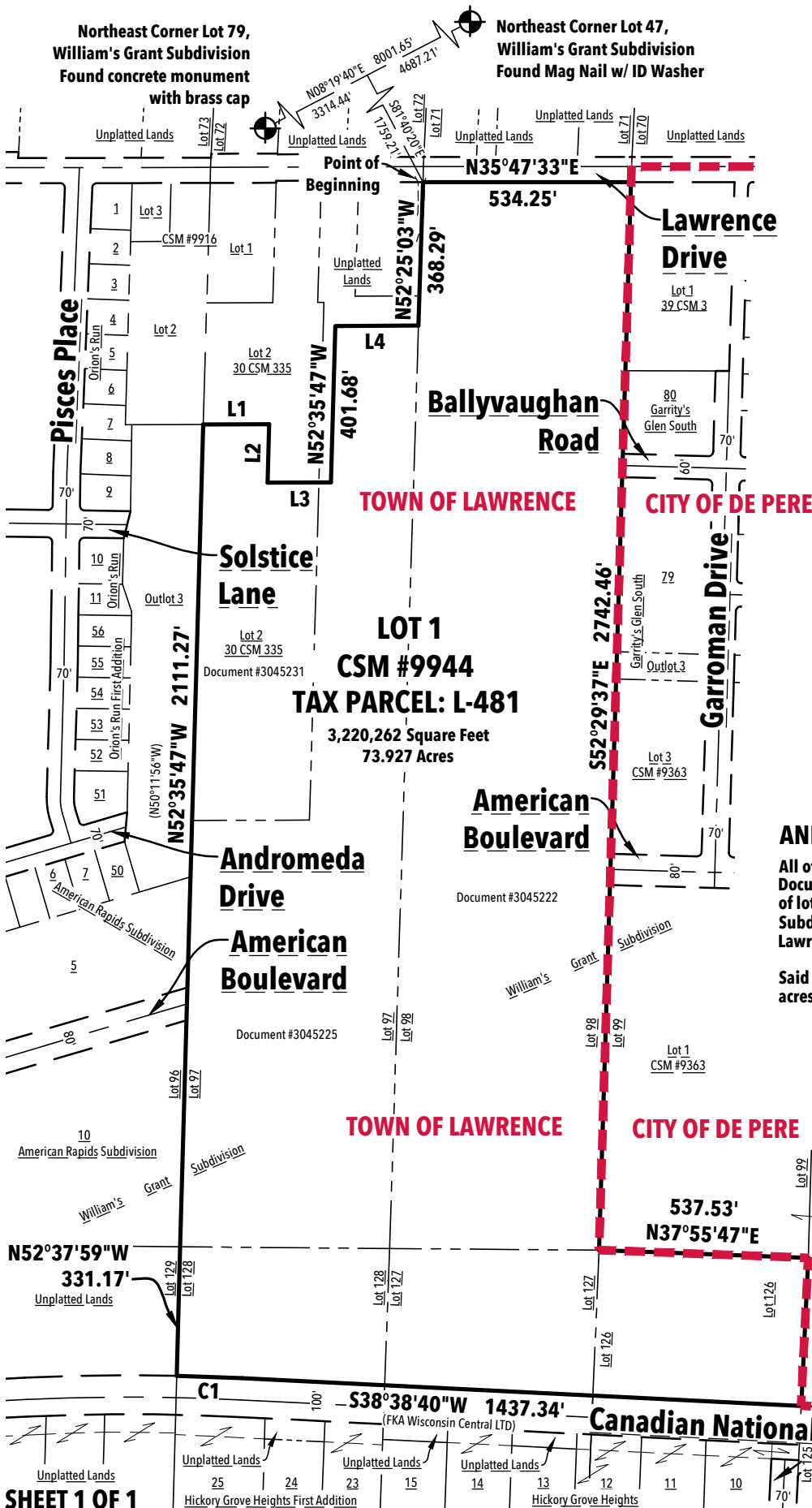
As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.


Raymond Suennen
Brown County Treasurer

8/28/25
Date



ANNEXATION SKETCH



SCALE: 1" = 400'



Bearings are referenced to the Brown County Coordinate System. The south line of Lot 97 bears N52°35'47"W.

Line Table

Line #	Length	Direction
L1	169.02'	N35°35'17"E
L2	149.64'	S52°35'47"E
L3	162.68'	N35°35'18"E
L4	213.63'	N35°35'18"E

Curve: C1

Delta: 1°39'51"
Radius: 5785.58'
Arc Length: 168.04'
Chord Length: S37°48'44.5"W
Chord Distance: 168.03'
Tangent Bearing: S38°38'40"W
Second Tangent Bearing: S36°58'49"W

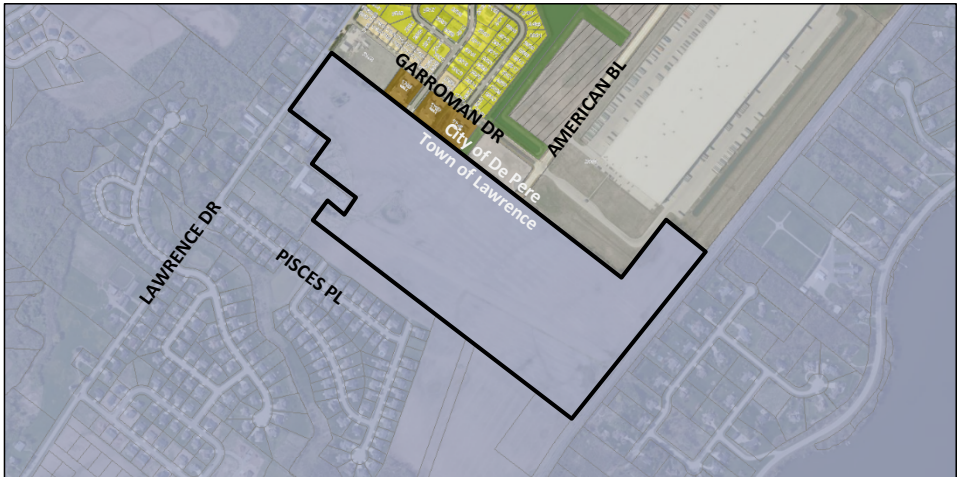
ANNEXATION LEGAL DESCRIPTION:

All of Lot 1, Certified Survey Map Number 9944, Document Number 3103893, said map located in part of lots 97, 98, 126, 127 and 128, Williams Grant Subdivision, Volume 6, Plats, Page 13, Town of Lawrence, Brown County, Wisconsin,

Said parcel contains 3,220,262 Square Feet (73.927) acres of land more or less.

Consideration and possible action for the Annexation of Lawrence Parcel L-481.*

SITE MAP



REQUESTED ACTION:	Annexation: <i>Direct annexation</i> of 73.93 acres of land from the Town of Lawrence.	
COMMON DESCRIPTION:	2500 BL Lawrence DR, southeast of the Lawrence DR and Garroman DR intersection.	
ZONING:	Existing: A-1 (Agricultural District) in Lawrence.	
	Proposed: AG (Agricultural District) in De Pere.	
SURROUNDING LAND USES:	Business Park (BP-1, BP-2) and multi-unit residential (RM-2) to the north.	
	Residential in Lawrence to the south, east, and west.	
COMPREHENSIVE PLAN:	Business/Commercial in Lawrence.	
APPLICANT / OWNERS:	<u>Applicant and Document Preparer</u>	<u>Property Owner</u>
	City of De Pere 335 S Broadway ST De Pere, WI 54115	City of De Pere 335 S Broadway ST De Pere, WI 54115
LAND USE HISTORY:	After a review of air photographs, the site has been an agricultural use since 1938.	

Commented [DL1]: revised

STAFF REVIEW:

The services that will need to be provided to this area should it be annexed are listed below. For each service, an assessment of the City's ability to provide this service is noted. We anticipate that a mixed residential development will be proposed on this parcel that will include single family lots, duplex lots and multifamily.

Commented [DL2]: Peter - to remove?

1. Boundary Agreement – The annexed area is located within the allowable/nonobjection area according to the City of De Pere and Town of Lawrence Boundary Agreement and subsequent amendment. The relevant pages of the boundary agreement are included with this packet.
2. Sanitary Sewer – Sanitary sewer service can be from the existing subdivision to the north and along American Blvd. Green Bay Metropolitan Sewage District (NEW Water) will partake in the infrastructure extension process by extending a 24" sanitary sewer interceptor to the future City boundary.
3. Municipal Water Service – Water service for future development will be provided from the existing subdivision to the north and along American Blvd.
4. Storm Sewer - The annexed area will be incorporated into the City's Storm Water Management Plan. The City will attempt to service future development with a regional pond(s) located within the development. If a regional pond cannot be constructed, a pond will be required on the site.
5. Road Service – The property is served by Lawrence Drive and American Blvd.
6. Weed Cutting – No Concerns.
7. Snow Plowing – The annexation parcel does not include any new roads, and no new snow plowing is anticipated until development occurs. Snow plowing would extend further south along Lawrence DR per boundary agreement similar to the existing operation on Lawrence Drive
8. Solid Waste Collection – The annexation parcel does not include any existing homes, and no solid waste collection is anticipated until development occurs.
9. Street Lighting – Street lighting will be provided via City owned lights located per City standards when development occurs.
10. Sidewalks/Trails – Sidewalks will be required once the site is developed or further improved per the City Policy. The City

prepared a draft concept plan that includes sidewalk and other pedestrian amenities.

11. Parks – The Comprehensive Outdoor Recreation Plan does not indicate a future park in this area as properties continue to develop. However, the preliminary concept plan does show available space for a pocket park and passive green spaces. The City will conduct an Impact Fee assessment in 2026 to determine if the City will implement impact fees for future development.
12. Police – Brown County Sheriff currently provides policing service to the property. The De Pere Police currently serves the areas to the north. This will only slightly impact service if additional housing is added but will have no impact if left as farmland. New development would also mean new taxes that would help support service needs. The city will conduct an Impact Fee assessment in 2026 to determine if the City will implement impact fees for future development.
13. Fire/Rescue – The De Pere Fire Rescue currently serves the areas to the north. This will only slightly impact service if additional housing is added but will have no impact if left as farmland. The City will conduct an Impact Fee assessment in 2026 to determine if the City will implement impact fees for future development.

The City of De Pere is currently experiencing a dearth of developable land, particularly for residential development. The addition of this land to the City of De Pere helps fulfill a need for future developable property within the City boundary.

STAFF RECOMMENDATION: Staff has three recommendations:

- 1) Annex the area into the City of De Pere based on the following:
 - a. Conformance of the petitioned area to the City of De Pere Comprehensive Plan.
 - b. Ability of the City to adequately provide services to the area without adversely affecting existing levels of services.
- 2) Zone the annexed area AG District, noting that additional zoning map amendments may occur prior to development in order to support business park, public and institutional, one family residential, two-family residential, and multi-unit residential development.
- 3) Forward the Plan Commission recommendation to the Common Council for the required final action.

IT IS HEREBY AGREED AS FOLLOWS:

1. Borders

The Town shall not contest any annexation of the eighty (80) acres situated immediately south of the existing City of De Pere border, said property further described at Exhibit "A", which is attached hereto and incorporated by reference. Furthermore, the Town shall not finance any law suit should it be contacted by any resident or interested party in order to challenge any annexation with respect to said property.

The City shall not annex any Town property, including voluntary annexations, other than the property described at Exhibit "A" for the term of this Agreement.

2. Exchange of Conservancy Areas

The Town currently owns property commonly referred to as the "Old Dave Minten Property", which is further described at Exhibit "B", which is attached hereto and incorporated by reference. The City currently owns property commonly referred to as the "Old Burgoyne Property", which is further described at Exhibit "C", which is attached hereto and incorporated by reference. Subject to the approval and written consent by the State of Wisconsin Department of Natural Resources, the City shall execute a warranty deed transferring ownership of the "Old Burgoyne Property" to the Town. The Town shall likewise execute a warranty deed transferring ownership of the "Old Dave Minten Property" to the City.

3. Mutual Support for Growth

It is the intent of this Agreement to allow both municipalities to grow in the fashion consistent with the terms and conditions of this Agreement. To that end, the Town shall not oppose the City in its effort to obtain a sewer service amendment of the property described at Exhibit "A", and the Town shall not take any action to thwart the City's development in this area, provided that said development is in compliance with the City of De Pere's Comprehensive Plan and the 2002 Brown County Sewage Plan. The City shall not oppose the Town in its effort to obtain sewer service area amendments for territories situated within the Town, and the City shall be provided development plans for advisory review only.

4. Provisions of Sewer and Water Services to the Turiff Property

The City shall make a good faith effort to serve the property described at Exhibit "A" with sewer and water during the 2004 construction season or no later than the summer of 2005, provided the developer submits a development plan within the time frame required by the City.

The Town currently has a Sewer Service Area (SSA) Amendment which has been tabled at the Brown County Planning Commission pending border negotiations with the

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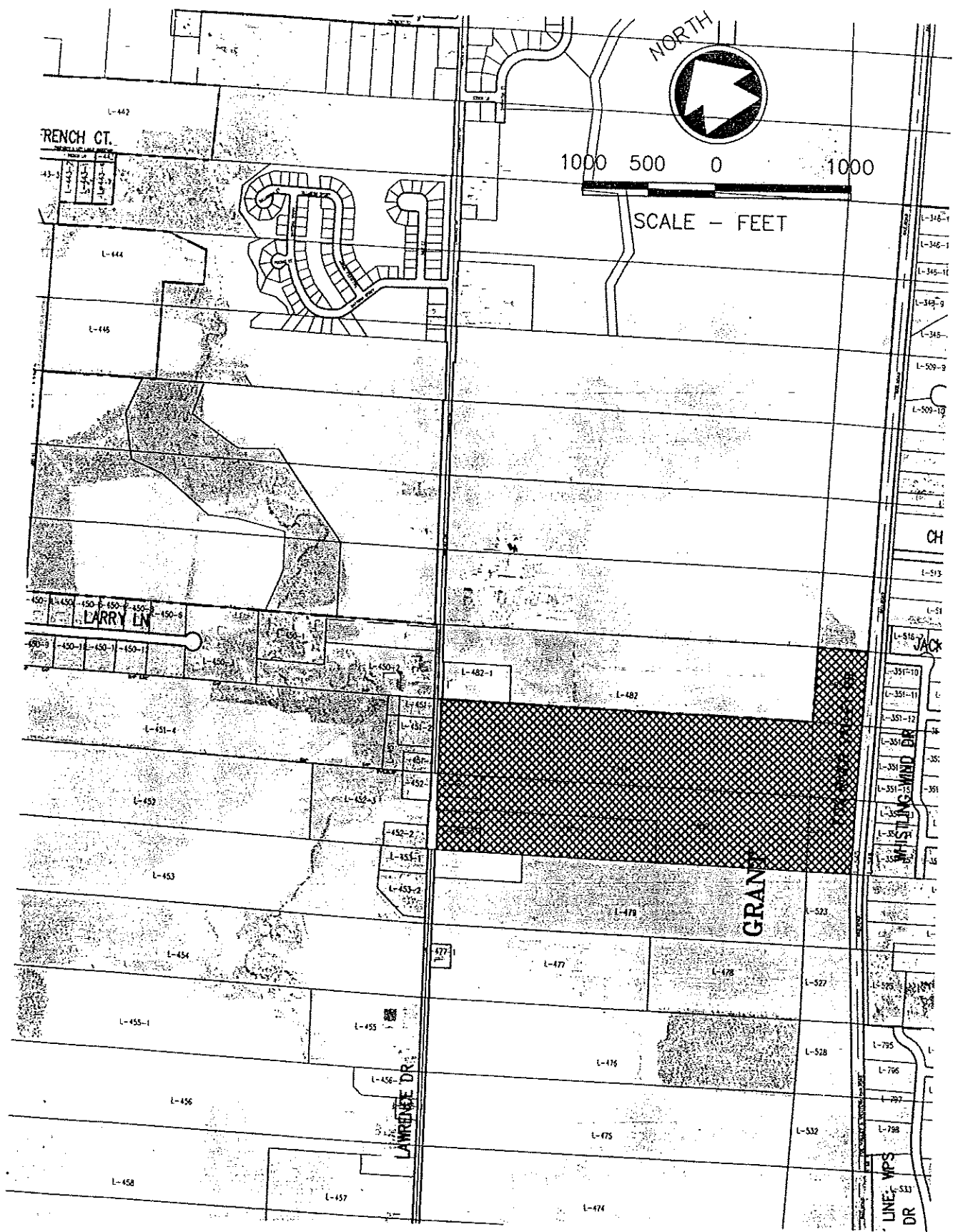


EXHIBIT A
MIKE & SCOTT TURIFF PROPERTY
TOWN OF LAWRENCE, WISCONSIN
McM #L0017-93067 JULY 2003
Page 198 of 288



City of De Pere, Wisconsin

I.16

Request for Common Council Action

MEETING DATE:	November 18, 2025
DEPARTMENT:	Development Services
FROM:	Daniel Lindstrom, Development Services Director
SUBJECT:	Ordinance #25-17 Annexing Territory to the City of De Pere, Wisconsin (Vanpay and Radue Homes, Inc.; Parcels R-29-1; R-39; R-110 and R-114).
RECOMMENDED ACTION:	Motion to approve.

On October 27, 2025, Plan Commission unanimously recommended approval by a vote of 5-0.

ATTACHMENTS:

Ord25-17, Exhibit A-Rockland Annexation, Exhibit B-Vanpay-Radue Annexation, PC Report - Annexation - Rockland, Petition for Annexation_10222025

ORDINANCE #25-17

ANNEXING TERRITORY TO THE CITY OF DE PERE, WISCONSIN
(Vanpay and Radue Homes, Inc.; Parcels R-29-1; R-39; R-110 and R-114)

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

SECTION 1. Territory Annexed. In accordance with Wis. Stats. § 66.0217(2) and the Petition for Direct Annexation by Unanimous Approval filed with the City Clerk on the 22nd day of October, 2025, signed by all the electors residing in the territory and all of the owners of the real property in the territory, the following territory described in Exhibit A, attached hereto and incorporated herein by reference, from the Town of Rockland, Brown County, Wisconsin, is annexed to the City of De Pere, Wisconsin.

A copy of a scale map showing the above-described property is attached hereto and incorporated herein by reference as Exhibit B.

SECTION 2. Effect of Annexation. From and after the date of this Ordinance the territory described in SECTION 1 shall be a part of the City of De Pere for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of De Pere.

SECTION 3. Temporary Zoning Classification. (a) Upon recommendation of the Plan Commission, the territory annexed to the City of De Pere by this ordinance is temporarily zoned as follows:

1. Parcel R-29-1: R1-80, Single-Dwelling Detached District (80 feet minimum frontage).
2. Parcels R-39; R-110 and R-114: AG, Agricultural District.

(b) The Plan Commission is directed to prepare an amendment to the zoning ordinance setting forth a permanent zoning classification for the annexed area and to submit its recommendations to the Common Council.

SECTION 4. Department of Administration Review of Annexation. The Department of Administration ("Department") has, pursuant to Wis. Stats. §66.0217(6), reviewed such annexation petition. That statute also requires the Department to provide, within 20 days after receipt of the

annexation petition, a notice to the affected municipalities that states whether, in its opinion, the annexation is in the public interest or is not in the public interest as that term is defined in Wis. Stats. § 66.0217(6)(c). The City has reviewed the reasons given by the department for its opinion that such annexation is not in the public interest, and after reviewing such determination as required under Wis. Stats. § 66.0217(8), the Council responds as follows:

1. The Department's analysis of the proposed annexation's shape and that of its homogeneity with the annexing city is erroneous as follows:
 - a. It fails to apply the controlling judicial standards in its review of the proposed annexation's shape and homogeneity. Wisconsin courts have held that boundaries which create an exceptional shape resulting in a "crazy quilt" of municipal boundaries are impermissibly arbitrary. *Town of Wilson v. City of Sheboygan*, 2020 WI 16, ¶ 28-29, 390 Wis. 2d 266, 938 N.W.2d 493. The Department does not make such findings, but instead provides that the proposed annexation somewhat protrudes and cuts down into the Town of Rockland's territory. These factors are inconsistent with required standards as set forth under Wisconsin law and are therefore immaterial to the Department's determination of the public interest; and
 - b. It does, however, recognize that the contiguity of proposed annexation appears to be adequate and in further, that it would connect an island of city-owned territory that was previously annexed by the City. These factors satisfy the statutory requirements of contiguity; and
 - c. It fails to apply Wisconsin Court decisions finding that boundaries of the territory to be annexed are discretionary with the petitioners.

2. The Department's determination that the Town of Rockland ("Rockland") will not be able to provide sanitary sewer and water supply services to the territory subject to annexation is erroneous in that:
 - a. Wisconsin law does not set forth a requirement that municipal services must be in place but rather that the annexing city can provide such services; and
 - b. It fails to mention that the City's Annexation Review Questionnaire submitted to the Department indicates that it is capable of providing needed utility services and would be able to do so in two years or less; and
 - c. Lastly, the Department provides no authority to support that a proposed annexed territory must be within Sewer Service Area Plan, when in fact the purpose of such plan is to anticipate future needs and is not intended to restrict a community's growth or affect community annexation policy.

SECTION 5. Tax Payment. Pursuant to § 66.0217(14)(a)1. Wis. Stats., the City hereby obligates itself and agrees, for a period of five (5) years, to pay annually to the Town of Rockland an amount equal to the amount of property taxes levied on the annexed territory in the Town's jurisdiction, as shown by the tax roll under § 70.65 Wis. Stats., for the year in which this annexation is final.

SECTION 6. Population. The population of the territory annexed is four (4).

SECTION 7. Ward Designation. The territory described in SECTION 1 is hereby made part of Ward 9 of the City, and subject to all the rules and regulations governing the same.

SECTION 8. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 9. **Effective Date.** This ordinance shall take effect upon passage as provided by law.

Adopted by the Common Council of the City of De Pere, this 18th day of November, 2025.

APPROVED:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 10/27/2025

Effective Date: _____

Exhibit A

Boundary Description (Parcels R-29-1, R-39, R-110 & R-114)

All of Lot 1 and Outlot 1 of Volume 45, Certified Survey Maps, Page 13 (Map 6699-Document #1956414), Brown County Records; and part of the Northeast 1/4 of the Southwest 1/4; and part of the Northwest 1/4 of the Southeast 1/4; and part of the Southwest 1/4 of the Southeast 1/4 of Section 3, T22N-R20E; and part of the Northwest 1/4 of the Northeast 1/4; and part of the Northeast 1/4 of the Northwest 1/4 of Section 10, T22N-R20E, Town of Rockland, Brown County, Wisconsin, described as follows:

Beginning at the South 1/4 corner of Section. 3, T22N-R20E; thence N89°54'21"E, 309.16 feet along the South line of the Southwest 1/4 of the Southeast 1/4 of Section. 3, T22N-R20E; thence N0°44'49"E, 696.07 feet along the East line of Document #2816989, Brown County Records; thence S89°54'21"W, 318.86 feet along the North line of said document; thence N0°03'06"W, 631.49 feet along the West line of the Southwest 1/4 of the Southeast 1/4 of Section 3, T22N-R20E; thence S89°58'35"W, 200.00 feet along the South line of Lot 1 of Volume 45, Certified Survey Maps, Page 13 (Map #6699, Document #1956414), Brown County Records, said line also being the South line of Northeast 1/4 of the Southwest 1/4 of said Section 3; thence N0°03'06"W, 871.03 feet along the West line of said lot to the centerline of Deer Point Lane; thence N86°31'43"E, 128.72 feet along said centerline; thence 48.42 feet along said centerline being the arc of a 100.00 foot radius curve to the right whose long chord bears S79°36'05"E, 47.95 feet; thence S65°43'53"E, 34.10 feet along said centerline; thence S0°09'28"E, 373 feet, more or less, to the centerline of the East River; thence Southeasterly, 866 feet, more or less, along said river to the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 3; thence N89°52'30"E, 691 feet, more or less, along said line; thence S0°15'28"W, 1328.23 feet along the East line of said quarter-quarter; thence S89°54'21"W, 265.01 feet along the South line of said quarter-quarter; thence S0°26'33"W, 369 feet, more or less, along the West line of Volume 3, Certified Survey Maps, Page 351 (Map #860, Document #708675), Brown County Records, to the centerline of a creek; thence Southeasterly, 294 feet, more or less, along said creek; thence S0°26'33"W, 865 feet, more or less, along the East line of the Northwest 1/4 of the Northeast 1/4 of Section 10, T22N-R20E; thence S89°58'37"W, 1,329.59 feet along the South line of said quarter-quarter; thence N89°55'18"W, 1,079 feet, more or less, along the South line of the Northeast 1/4 of the Northwest 1/4 of said section to the centerline of a creek, said point being 244 feet, more or less, from the centerline of Ryan Road; thence Northerly, 690 feet, more or less, along said creek to the North line of Document #2758767, Brown County Records; thence N89°53'39"W, 199 feet, more or less, along said line to the West line of said quarter-quarter; thence N0°04'48"E, 457.58 feet along the West line of said quarter-quarter; thence S89°53'39"E, 253 feet, more or less, along the South line of Document #3076670, Brown County Records, to the centerline of said creek; thence Northeasterly 532 feet, more or less, along said creek to the North line of said Northeast 1/4 of the Northwest 1/4, Section 10; thence S89°53'39"E, 344 feet, more or less, along said line; thence S0°06'21"W, 35.00 feet: thence 18.85 feet along Volume 3, Certified Survey Maps, Page 403 (Map# 884, Document #714268), Brown County Records, being the arc of a 12.00 foot radius curve to the left, whose long chord bears S45°06'16"W, 16.98 feet; thence 98.63 feet along said map, being the arc of 200.00 foot radius foot curve to the left, whose long chord bears S14°01'19"E, 97.63 feet; thence S28°08'59"E, 338.18 feet along the West line of said map; thence N61°51'01"E, 273.69 feet along said map; thence N0°06'21"E, 310.00

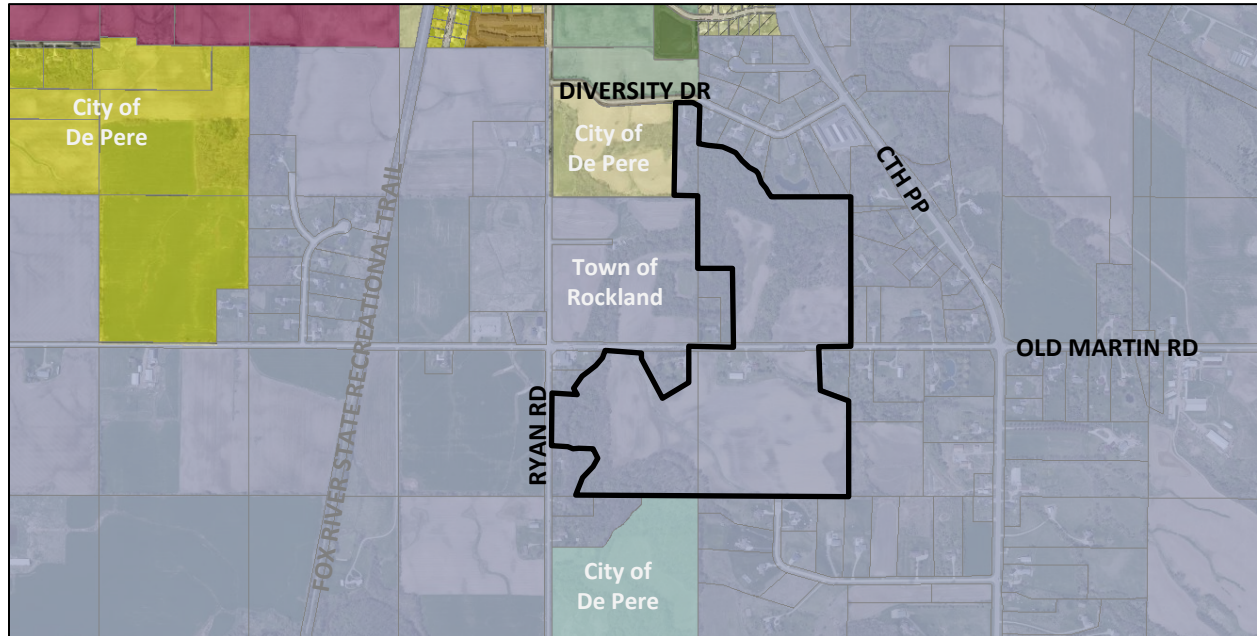
feet along said One to the point or beginning.

Boundary containing 4,920,714 square feet / 113.1 acres, more or less. The above-described property is depicted in attached. Erit bit A.

The annexed area totals 113.1 acres,

Consideration and possible action for the Annexation of Rockland Parcels R-29-1, R-39, R-110, and R-114.*

SITE MAP



REQUESTED ACTION: Annexation: *Direct annexation by unanimous approval of 113.1 acres of land from the Town of Rockland.*

COMMON DESCRIPTION: R-29-1 is 2130 Deer Point LN, R-39 is 2200 BLK Old Martin RD, R-110 is also 2200 BLK Old Martin RD, R-114 is 3400 BLK Ryan RD.

ZONING: Existing: R-29-1 = ER-2 (Estate Residential 2-Acres District) in Rockland. R-39, R-110, R-114 = AG-FP (Agricultural-Farmland Preservation District) in Rockland.

Proposed: R-29-1 = R1-80 (Single-Family Detached District, 80 feet minimum frontage) in De Pere. R-39, R-110, R-114 = AG (Agricultural District) in De Pere.

SURROUNDING LAND USES: Adjacent residential and school to the northwest in De Pere. Adjacent park to the south in De Pere. Agricultural, residential and natural areas in Rockland.

COMPREHENSIVE PLAN: Residential and Farmland Preservation in Rockland.

APPLICANT / OWNERS:	<u>Applicant and Document Preparer</u>	<u>Property Owners</u>
	Allison Buckley, COO & General Counsel Radue Homes INC 2585 S Broadway Green Bay, WI 54304	R-29-1: Kathy P Vanpay 2130 Deer Point LN De Pere, WI 54115-8478

R-39, R-119, R-114:
Radue Homes INC
2585 S Broadway
Green Bay, WI 54304

LAND USE HISTORY:

After a review of air photographs, the site has been an agricultural use since 1938.

STAFF REVIEW:

The Wisconsin Department of Administration reviews and issues an annexation determination of all lands annexed to cities and villages within a county having a population of 50,000 or more. The State will issue a determination on whether the proposed annexation is in the public interest or against the public interest. The State has not yet issued their determination for this petition. If that determination is received prior to the Plan Commission meeting, it will be provided to the Plan Commission for review. Otherwise, the determination will be provided to the Common Council for review.

The services that will need to be provided to this area should it be annexed are listed below. For each service, an assessment of the City's ability to provide this service is noted. We anticipate that a residential development will be proposed on this parcel that will include single family lots, duplex lots and multifamily.

1. Sanitary Sewer –At the time of development, sanitary sewer service can be provided via the sanitary sewer system that currently serves the Ryan Road area. This flow is anticipated to discharge to the Swan Road Interceptor at this time. A lift station would be placed near the East River or the unnamed tributary to the East River to limit the necessary depth of the sanitary sewer system. When the property develops, the developer or City will be responsible for fees to utilize the Swan Road Interceptor. The City proposes to fund the temporary lift station to service the property.
2. Municipal Water Service – At the time of development, water service for future development will be provided from a water main at the limits on Ryan Road. Water service would be petitioned from across property located in the City of De Pere or via Ryan Road in the town road right-of-way via the “Use of right-of-way permit application”. The City would follow all regulations related to the repair, replacement, etc. under the 08-02.00 UTILITY SPECIAL PERMIT PROVISIONS AND CONDITIONS OF APPROVAL and in compliance with PSC rules for cost effective service.
3. Storm Sewer - At the time of development, the annexed area will be incorporated into the City's Storm Water Management

Plan. The City will service future development with regional ponds on site.

4. Road Service – Parcel R-29-1 is served by Deer Point LN and per the boundary which is currently shared right of way between the City of De Pere and Town of Rockland. The annexation removes a jog in the boundary and squares a part of the City boundary with ED-R29-1. With the annexation, a portion of Old Martin RD would fall under City of De Pere jurisdiction.
5. Weed Cutting – No Concerns.
6. Snow Plowing – The annexation parcel does not include any new roads, and no new snow plowing is anticipated until development occurs. However, prior to any development the City would plow, as necessary, the sections of Old Martin Road located in the annex area of the City if an agreement cannot be reached with the town.
7. Solid Waste Collection – The City will need to add the existing single family home to the solid waste collection route. The route will be expanded as needed as development occurs.
8. Street Lighting – Street lighting will be provided via City owned lights located per City standards when development occurs.
9. Sidewalks/Trails – Sidewalks will be required once the site is developed or further improved per the City Policy. The East River borders portions of the area and would have sidewalk infrastructure cross the river except any improvements to the road right-of-way.
10. Parks – The Comprehensive Outdoor Recreation plan indicates a need for a park in this area as properties continue to develop, but not necessarily on this site. Ideally, a future park would be located further south as the City grows. Lions Trailside Park is relatively close to this site, and the property also abuts the Fox River Trail. Additionally, while not a park, Altmayer Elementary School does have playground and green space. The City will conduct an Impact Fee assessment in 2026 to determine if the City will implement impact fees for future development.
11. Police – Brown County Sheriff currently provides policing service to the property. The De Pere Police currently serves the areas to the northwest. Ryan road is patrolled by DPPD on a regular basis due to the school location. This will only slightly impact service if additional housing is added but will have no impact if left as farmland. New development would also mean new taxes that would help support service needs. The city will

conduct an Impact Fee assessment in 2026 to determine if the City will implement impact fees for future development.

12. Fire/Rescue – The De Pere Fire Rescue currently serves the areas to the northwest. This will only slightly impact service if additional housing is added but will have no impact if left as farmland. The City will conduct an Impact Fee assessment in 2026 to determine whether to implement impact fees for future development.

The City of De Pere is currently experiencing a dearth of developable land, particularly for residential development. The addition of this land to the City of De Pere helps fulfill a need for future developable property within the City boundary. Moreover, this annexation will also connect an isolated city-owned island parcel that was previously annexed into the City making the entire City boundary contiguous. Because the City of De Pere does not have boundary agreements with the Town of Rockland, the City is responsible for paying the town five years of property taxes if the property is annexed (estimated at \$7,520 annually).

STAFF RECOMMENDATION: Staff has three recommendations:

- 1) Annex the area into the City of De Pere based on the following:
 - a. Conformance of the petitioned area to the City of De Pere Comprehensive Plan.
 - b. Ability of the City to adequately provide services to the area without adversely affecting existing levels of services.
- 2) Zone the annexed area R1-80 District (Parcel R-29-1), and AG District (Parcels R-39, R-110, R-114), noting that additional zoning map amendments may occur prior to development in order to support business park, public and institutional, one family residential, two-family residential, and multi-unit residential development.
- 3) Forward the Plan Commission recommendation to the Common Council for the required final action.

OCT 22 2025

Clerk's Office

PETITION FOR ANNEXATION

(Direct Annexation by Unanimous Approval)

The undersigned, constituting 100 percent of the owners of the following described territory located in the Town of Rockland, Brown County, Wisconsin lying contiguous to the City of De Pere, Wisconsin, petition the Honorable Mayor and Common Council of De Pere to annex the territory described below and shown upon the attached map as permitted by Chapter 66 of the Wisconsin Statutes, to the City of De Pere, Brown County, Wisconsin. Said annexation is for the purpose of more dense development of the vacant land than currently permitted and for vacant lands to be served by municipal sewer and water.

The annexed property is legally described as:

Boundary Description (Parcels R-29-1, R-39, R-110 & R-114)

All of Lot 1 and Outlot 1 of Volume 45, Certified Survey Maps, Page 13 (Map #6699-Documents #1956414), Brown County Records; and part of the Northeast 1/4 of the Southwest 1/4; and part of the Northwest 1/4 of the Southeast 1/4; and part of the Southwest 1/4 of the Southeast 1/4 of Section 3, T22N-R20E; and part of the Northwest 1/4 of the Northeast 1/4; and part of the Northeast 1/4 of the Northwest 1/4 of Section 10, T22N-R20E, Town of Rockland, Brown County, Wisconsin, described as follows:

Beginning at the South 1/4 corner of Section 3, T22N-R20E; thence N89°54'21"E, 309.16 feet along the South line of the Southwest 1/4 of the Southeast 1/4 of Section 3, T22N-R20E; thence N0°44'49"E, 696.07 feet along the East line of Document #2816989, Brown County Records; thence S89°54'21"W, 318.86 feet along the North line of said document; thence N0°03'06"W, 631.49 feet along the West line of the Southwest 1/4 of the Southeast 1/4 of Section 3, T22N-R20E; thence S89°58'35"W, 200.00 feet along the South line of Lot 1 of Volume 45, Certified Survey Maps, Page 13 (Map #6699, Document #1956414), Brown County Records, said line also being the South line of Northeast 1/4 of the Southwest 1/4 of said Section 3; thence N0°03'06"W, 871.03 feet along the West line of said lot to the centerline of Deer Point Lane; thence N86°31'43"E, 128.72 feet along said centerline; thence 48.42 feet along said centerline being the arc of a 100.00 foot radius curve to the right whose long chord bears S79°36'05"E, 47.95 feet; thence S65°43'53"E, 34.10 feet along said centerline; thence S0°09'28"E, 373 feet, more or less, to the centerline of the East River; thence Southeasterly, 866 feet; more or less, along said river to the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 3; thence N89°52'30"E, 691 feet, more or less, along said line; thence S0°15'28"W, 1328.23 feet along the East line of said quarter-quarter; thence S89°54'21"W, 265.01 feet along the South line of said quarter-quarter; thence S0°26'33"W, 369 feet, more or less, along the West line of Volume 3, Certified Survey Maps, Page 351 (Map #860, Document #708675), Brown County Records, to the centerline of a creek; thence Southeasterly, 294 feet, more or less, along said creek; thence S00°26'33"W, 865 feet, more or less, along the East line of the Northwest 1/4 of the Northeast 1/4 of Section 10, T22N-R20E; thence S89°58'37"W, 1,329.59 feet along the South line of said quarter-quarter; thence N89°55'18"W, 1,079 feet, more or less, along the South line of the Northeast 1/4 of the Northwest 1/4 of said section to the centerline of a creek, said point being 244 feet, more or less, from the centerline of Ryan Road; thence Northerly, 690 feet, more or less, along said creek to the North line of Document #2758767, Brown County Records; thence N89°53'39"W, 199 feet, more or less, along said line to the West line of said quarter-quarter; thence N0°04'48"E, 457.58 feet along the West line of said quarter-quarter; thence S89°53'39"E, 253 feet, more or less, along the South line of Document #3076670, Brown County Records, to the centerline of said creek; thence Northeasterly 532 feet, more or less, along said creek to the North line of said Northeast 1/4 of the Northwest 1/4, Section 10; thence S89°53'39"E, 344 feet, more or less, along said line; thence S0°06'21"W, 35.00 feet; thence 18.85 feet along Volume 3, Certified Survey Maps, Page 403 (Map #884, Document #714268), Brown County Records, being the arc of a 12.00 foot radius curve to the left, whose long chord bears S45°06'16"W, 16.98 feet; thence 98.63 feet along said map, being the arc of a 200.00 foot radius foot curve to the left, whose long chord bears S14°01'19"E, 97.63 feet; thence S28°08'59"E, 338.18 feet along the West line of said map; thence N61°51'01"E, 273.69 feet along said map; thence N0°06'21"E, 310.00

feet along said map to the North line of said Northeast 1/4 of the Northwest 1/4; thence S89°53'39"E, 83.00 feet along said line to the point of beginning.

Boundary containing 4,926,714 square feet / 113.1 acres, more or less. The above-described property is depicted in attached Exhibit A.

The annexed area totals 113.1 acres.

There are four people residing in the territory.

Dated this 21 day of August, 2025

OWNER OF PARCELS R-39, R-119, R-114



Ryan P Radue, CEO, Radue Homes, Inc
2585 S Broadway
Green Bay, WI 54304

OWNER OF PARCEL R-29-1 & RESIDENT/VOTER WITHIN THE ANNEXED TERRITORY



Kathy L. Peeters, Owner

RESIDENTS/VOTERS WITHIN THE ANNEXED TERRITORY



Scott W. Kasten 8-18-2025



Lake J. Van Pay



Summer A. Van Pay



Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: Development Services
FROM: kristen Vincent
SUBJECT: Resolution #25-124 Authorizing Small Enterprise Municipal Agreement County and Municipality Government with Environmental Systems Research Institute, Inc. (ESRI).
RECOMMENDED ACTION: Motion to approve.

See attached memo.

ATTACHMENTS:

Reso25-124, Memo - ESRI SGEA Renewal - Finance and Personnel Committee - 111125, DePere_SGEArenewal_Q-490980_signed, City of De Pere SGEA Renewal Quote Extended - 2026-2028 (002)

RESOLUTION #25-124

AUTHORIZING SMALL ENTERPRISE MUNICIPAL AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT
WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)

WHEREAS, the City utilizes software from ESRI for its GIS applications under a Master License Agreement expiring in January 2027; and

WHEREAS, due to a restructuring of terms and offerings by ESRI, the City wishes to move from its current agreement (now considered a “legacy” agreement) to an Enterprise Municipal Agreement, with added benefits at a limited yearly price increase and fixed for a new three-year term through 2028, pursuant to the terms and conditions of the Quotation and Small Enterprise Agreement attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to execute the Small Enterprise Agreement County and Municipality Government with Environmental Systems Research Institute, Inc. (ESRI) as is attached hereto as Exhibit A, with subsequent renewals thereof, provided the terms and conditions are substantially similar and sufficient funds are budgeted therefor, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of November,

2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 11/11/2025

CITY OF DE PERE MEMO



To: James Boyd, Mayor
Finance and Personnel Committee Members
From: Kristen Vincent, GIS Manager
Date: November 11, 2025

RE: **Consideration and Possible Action on ESRI Small Government Enterprise Agreement***

Summary

Since 2018, the GIS Division has entered into a 3-year agreement with ESRI for GIS software (ESRI Small Government Enterprise Agreement). Our current 3-year maintenance agreement is set to expire in January 2027. Due to a restructuring of terms and offerings, our current agreement is now considered "legacy". ESRI has offered to reset our contract to move us from legacy status to the current agreement model. With added benefits, and a limited price increase (\$59.00 per year for three years, with the Year 1 increase already accounted for in the 2026 budget documents), the reset will position us well for the future. The agreement is population-based, and we will remain at the 25,000 population tier for what will be the new 3-year term (2026-2028), rather than moving us to a new tier (with a higher cost) in 2027.

Staff Recommendation

Recommend approval of the ESRI Small Government Enterprise Agreement and forward the recommendation to the Common Council for approval.

December 14, 2023

Mr. Daniel Lindstrom
City of De Pere
335 S Broadway
De Pere, WI 54115-2526

Dear Daniel,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Angie Bramer



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-490980

Date: December 14, 2023

Customer # 191567 Contract # ENTERPRISE AGREEMENT

City of De Pere
GIS Dept
335 S Broadway
De Pere, WI 54115-2526

ATTENTION: Daniel Lindstrom
PHONE:
EMAIL: dlindstrom@deperewi.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/12/2023 To: 1/8/2024

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$30,141.00	\$30,141.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 2	\$30,141.00	\$30,141.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 3	\$30,141.00	\$30,141.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal: \$90,423.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$90,423.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Angie Bramer

Email:

abramer@esri.com

Phone:

(909) 793-2853 x8378

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

81028

To: ESR

DATE: 1/3/24

☐ Park Department	☐ Street Dept.	☐ Shop/Mechanics	☐ Police Dept.
☐ Community Center	☐ City Hall	☐ Safety Acct.	☐ Water
☐ Municipal Service Center	☐ Engineering	☐ Fire Dept.	☒ Other <u>GI</u>

Quantity	Description	Amount
	Year one of ESRI ELA January 2024	
	650-53000-215 \$ 10,047	\$ 30,141.00
	201-51200-215 \$ 10,047	
	601-69030-215 \$ 10,047	
	Customer # 191567	
	Quote # Q-490980	

Authorized By J. M. J. 1/3/24

Account No.

Prepared By Vishal J. Patel

White - Vendor

Yellow - Accts. Payable Dept.

Pink - Issuing Dept.

Ref. No. 9736702663

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-1)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 ArcGIS Insights in ArcGIS Enterprise
 2 ArcGIS Insights in ArcGIS Online
 5 ArcGIS Location Sharing User Type Extension (Enterprise)
 5 ArcGIS Location Sharing User Type Extension (Online)
 6 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

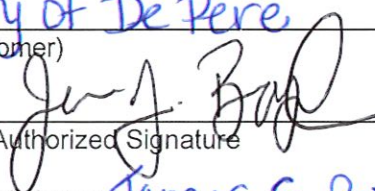
*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of De Pere
(Customer)
By: 
Authorized Signature
Printed Name: James E. Boyd
Title: Mayor
Date: 1/3/2023

CUSTOMER CONTACT INFORMATION

Contact: Kristen Vincent
Address: 335 S Broadway
City, State, Postal Code: De Pere, WI 54115
Country: United States
Quotation Number (if applicable): Q-490980

Telephone: 920-339-4072 x1254
Fax: 920-330-9491
E-mail: kvincent@deperewi.gov

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

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4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

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a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

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1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
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3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

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This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

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7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-559075

Date: September 29, 2025

Customer # 191567 Contract # ENTERPRISE AGREEMENT

City of De Pere
GIS Dept
335 S Broadway
De Pere, WI 54115-2526

ATTENTION: Daniel Lindstrom
PHONE:
EMAIL: dlindstrom@deperewi.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/29/2025 To: 3/28/2026

Material	Qty	Term	Unit Price	Total
193204	1	Year 1	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 2	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 3	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal: \$90,600.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$90,600.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Addison Scufsa

Email:
ascufsa@esri.com

Phone:
(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	15	ArcGIS Enterprise Contributor User Type	15
ArcGIS Online Mobile Worker User Type	100	ArcGIS Enterprise Mobile Worker User Type	100
ArcGIS Online Creator User Type	100	ArcGIS Enterprise Creator User Type	100
ArcGIS Online Professional User Type	20	ArcGIS Enterprise Professional User Type	20
ArcGIS Online Professional Plus User Type	20	ArcGIS Enterprise Professional Plus User Type	20
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	20	ArcGIS Location Sharing for ArcGIS Enterprise	20
ArcGIS Online Service Credits	50,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	15

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: Kristen Vincent

Telephone: 920-339-4072 x1254

Address: 335 S Broadway

Fax: 920-330-9491

City, State, Postal Code: De Pere, WI 54115

E-mail: kvincent@deperewi.gov

Country: United States

Quotation Number (if applicable): Q-559075

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

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owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

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- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

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- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
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If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Request for Common Council Action

MEETING DATE:	November 18, 2025
DEPARTMENT:	Development Services
FROM:	Quasan Shaw, Community & Economic Development Specialist
SUBJECT:	Resolution #25-125 Authorizing Agreement Regarding the Sale and Purchase of Business Park Property with Soft Light Photography LLC (Parcel ED-2384).
RECOMMENDED ACTION:	Motion to approve.

The sale agreement terms for Soft Light Photography LLC for the purchase and construction of a photography studio in our east industrial park were approved unanimously by the Finance/Personnel Committee at its meeting on October 14, 2025.

ATTACHMENTS:

Reso25-125, Agreement with Exhibit, FP Committee Memo 10142025, Letter of Intent to Purchase Parcel ED-2384 from the City of De Pere, Photography Studio Concept 5-28-25 - Bid Set (1)

RESOLUTION #25-125

AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE OF BUSINESS PARK
PROPERTY BETWEEN THE CITY OF DE PERE AND SOFT LIGHT PHOTOGRAPHY LLC
(Parcel ED-2384; Profit Place)

WHEREAS, Soft Light Photography LLC (“Developer”) wishes to enter into an agreement for constructing an approximately 8,500 square-foot building for a photography studio building located at Profit Place (Parcel ED-2077-1); and

WHEREAS, Developer’s ability to commence construction of the Development Project is contingent upon the City’s commitment to transfer the required property, pursuant to the terms set forth in the attached Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and Soft Light Photography LLC; and

WHEREAS, City desires to promote this Development Project; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into the attached Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and Soft Light Photography LLC, 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 18th day of November, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 10/14/2025

**AGREEMENT REGARDING THE SALE AND PURCHASE OF
BUSINESS PARK PROPERTY BETWEEN THE CITY OF DE PERE
AND SOFT LIGHT PHOTOGRAPHY LLC
[Parcel ED-2384]**

THIS AGREEMENT made and entered into this ____ day of _____, 202_, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and Soft Light Photography LLC, a Wisconsin Limited Liability Company (“Developer”), together the “Parties”.

RECITALS

WHEREAS, City owns certain business park property within its corporate limits; and

WHEREAS, Developer desires to purchase from City a 1.188 acre parcel (Parcel ED-2384) to allow Developer to construct an approximately 8,500 square-foot building that will contain a photography studio building on such parcel (the “Project”); and

WHEREAS, the City further believes that the Project 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 wishes to promote this Project and provide the required property to Developer.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the undersigned hereby agree as follows:

I. PURCHASE OF REAL ESTATE

A. The Subject Parcel. Developer agrees to purchase, and City agrees to sell, the 1.188 acre parcel of real estate located at 0 Profit Place and legally described as:

East Side of Industrial Park 3rd Addition Lot 32, City of De Pere

such property being shown on the attached Exhibit A and identified in this Agreement as the "Subject Parcel."

B. Purchase Price. The total purchase price for the Subject Parcel shall be Fifty-Nine Thousand Five Hundred and no/100 dollars (\$59,500.00). The purchase price shall be paid to City as of the date of closing.

C. Closing Procedure. If Developer has satisfied or waived all contingencies, and all conditions precedent to closing have been satisfied, the closing shall take place at the City Attorney's Office, De Pere City Hall, 2nd Floor, no later than _____, unless the Parties agree otherwise in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

1. Evidence of Title/Title Defects. City shall, at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least ten (10) calendar days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such

title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

2. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers of property in Wisconsin, including the cost of the title insurance as provided herein. City shall pay Shorewest Realtors toward Developer's closing brokerage fees in the amount of three percent (3%) of the purchase price.

3. Conveyance of Title. City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

- a. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the property.
- b. Easements of record, provided the same do not restrict or interfere with the intended use of the property.
- c. Deed restriction of no storage units allowed on the Subject Parcel.
- d. Obligations contained in this Agreement.

D. Financing Contingency This Agreement is contingent upon Developer obtaining financing for the purchase of the Subject Parcel upon terms satisfactory to Developer in Developer's sole discretion. Developer shall waive or satisfy this contingency in writing no later than the Due Diligence Expiration Date. If Developer does not notify

City in writing on or before the Due Diligence Expiration Date of the satisfaction or Developer's waiver of the financing contingency, this Agreement shall be null and void.

E. Access Prior to Closing. City shall permit Developer access to the Subject Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to and shall hold City, its officials, officers, employees, agents, and assigns harmless for any and all injury to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

II. DEVELOPER OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

- A. Project.** Developer shall construct a photography studio totaling approximately 8,500 square feet on the Subject Property.
- B. Plan Commission Project Site Plan Approval.** Prior to closing, Developer shall take all steps necessary to obtain City Development Services Department and/or Plan Commission site plan approval for the Project to enable Project construction to commence and proceed so as to obtain Substantial Completion (as described in Paragraph II.D. below) on or before December 31, 2026. The Project shall be substantially similar to the site plan submitted by the Developer as modified, conditioned or approved by the Development Services Department and/or Plan

Commission. All terms and conditions of the Development Services Department and/or City Plan Commission Project site plan approval as set forth in a Commission approval letter issued by the Development Services Department will be incorporated by reference into this Agreement as Exhibit B. The Project shall be constructed in compliance with all federal, state and local codes, including the City's Zoning and Building Code and the City's Planning and Development Standards for the business park, together with all conditions and requirements of the City Plan Commission. Developer's obligations under this Agreement shall be contingent on Development Services Department and/or Plan Commission approval and other required City and State approvals. If the provisions of this paragraph are not complied with, the City may proceed as provided in Section II.C. below.

C. Commencement of Construction and Substantial Completion. Developer shall commence construction of the Project so that it is Substantially Completed consistent with the Project completion requirements of Paragraph II.D.

D. Failure to Commence Construction or Substantially Complete.

1. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of this Agreement, City may notify Developer of such failure.

2. Repurchase of Subject Parcel. If after ninety (90) days of mailing such notice Developer has not cured the default, City may, in its sole discretion, repurchase the Subject Parcel as follows:

a. If the City determines to repurchase the Subject Parcel, it is entitled to do so for the price Developer paid for the Subject Parcel, less real property

taxes due and liens or judgments of record. Developer shall, in addition, pay all usual and customary closing costs of a seller of property in Wisconsin. The Parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the Subject Parcel.

b. If the City repurchases the Subject Parcel, all improvements to the Subject Parcel shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the Subject Parcel as a result or consequence of Developer's ownership or construction efforts thereon. Notwithstanding the foregoing, if the City repurchases and subsequently sells the Subject Parcel for more than the purchase price, Developer may submit to the City invoices evidencing Developer's improvements to the Subject Parcel. The City may, in its sole discretion, pay Developer the difference between the purchase price under this Agreement and a subsequent purchase price in an amount that the City can attribute to Developer's improvements to the Subject Parcel.

c. Upon the repurchase of the Subject Parcel by City, this Agreement shall terminate, and the Parties shall have no further obligations to each other. This paragraph is intended to be in addition to all other remedies available to the City at law or equity.

3. Force Majeure. If Developer is delayed from achieving Substantial Completion as defined in Paragraph II.D. below, due to circumstances beyond

the reasonable control of Developer, including, but not limited to, strikes, Acts of God, pandemics, epidemics, or another force majeure event, the repurchase provision of this paragraph shall be postponed by the period of such delay.

E. Substantial Completion. “Substantial Completion” means that the Project shall be sufficiently complete such that Project construction is finished and a certificate of occupancy has been issued, and the Subject Parcel is subject to the full assessed value placed upon the completed Project as of January 1, 2027 by the city assessor under Chapter 70, Wisconsin Statutes.

F. Property to Remain Taxable. Developer, on behalf of itself and/or its successors and assigns, hereby agrees that they shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project 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 Developer and/or all of Developer’s successors and assigns, until the Tax Incremental District’s statutorily scheduled closing date of February 19, 2048. Developer further agrees to place a restriction in any deed conveying the Project during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or any portion thereof to become tax exempt.

G. Representations, Warranties and Covenants. All of the following representations, warranties and covenants of Developer shall survive the closing of this transaction. Developer represents, warrants and covenants that:

1. It is a domestic business duly formed and validly existing in the State of

Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition; and

2. It has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement; and

3. The execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and

4. This Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms; and

5. It will expeditiously complete the development and construction of the 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; and

6. Only to the extent it holds any intellectual property rights in the final plans, it grants to City a non-exclusive, irrevocable, and royalty-free license to hold

and/or use the final plans regarding the Project as a template for any future City development purpose; and

7. It will not make or consent to any material modifications to the final plans without the prior written consent of the City; and

8. It will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of 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 ten (10) days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require; and

9. It will take all reasonable steps to forestall claims of lien against the Subject Parcel (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Subject Parcel; and

10. It will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Subject Parcel in at least the amount of the full replacement, completed value of the improvements on the Subject Parcel; and

11. It will pay and discharge all taxes, assessments and other governmental charges

upon the Subject Parcel when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Subject Parcel; and

12. It will promptly furnish to the City written notice of any litigation or threatened litigation affecting the Subject Parcel or in which a judgment would reasonably be expected to have a material adverse effect on Developer's financial condition; and

13. It shall deliver to the City revised statements of estimated costs of the Project construction showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer; and

14. It shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and

15. No litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Developer are pending or threatened, and no other event has occurred, which is reasonably expected to have, individually or collectively, a material adverse effect on Developer's financial condition; and

16. There are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Subject Parcel; and

17. 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

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

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

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 on the Subject Parcel, as well as connections of such laterals to new or existing sewer and water mains.

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

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

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.

III. DEFAULT PROVISIONS

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Subject to force majeure, if

either party believes that such provision has been breached, it shall supply the other party with written notice informing the other party that it has ninety (90) days to cure such breach. If there is no cure of that breach, the 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 that either 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 the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

IV. MISCELLANEOUS

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding for the term of this Agreement. This Agreement and any Amendment thereto shall be recorded by City with the office of the Brown County Register of Deeds.

B. Assignment. Neither party may assign this Agreement except upon prior written consent thereof, including acknowledgment by the assignee of the obligations contained in this agreement and consent to the same.

C. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories

thereunder, lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement. 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.

D. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the Parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:
Soft Light Photography LLC
Temel Yasar, Member
3665 Beachmont Road
De Pere, WI 54115

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

With a copy to:

City of De Pere
Attn: City Manager
335 South Broadway Street
De Pere, WI 54115

E. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

F. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and representations 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.

G. Amendment. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the Parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

H. No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.

I. Invalid Provisions. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

J. 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.

K. 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.

L. No Joint Venture. The City is not a partner, agent or joint venturer of or with Developer.

M. 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.

N. Immunity. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

O. 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.

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.

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

SOFT LIGHT PHOTOGRAPHY LLC

By:

Temel Yasar
Title: Member

Print Name:
Title:

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

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

Notary Public:
My Commission expires: _____

CITY OF DE PERE

By:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____
day of _____, 2025, the above
named Kimberly T. Flom, City Manager and
Carey E. Danen, City Clerk,
known as the persons who executed
the foregoing instrument and
acknowledged the same.

Notary Public:
My Commission expires: _____

EXHIBIT A

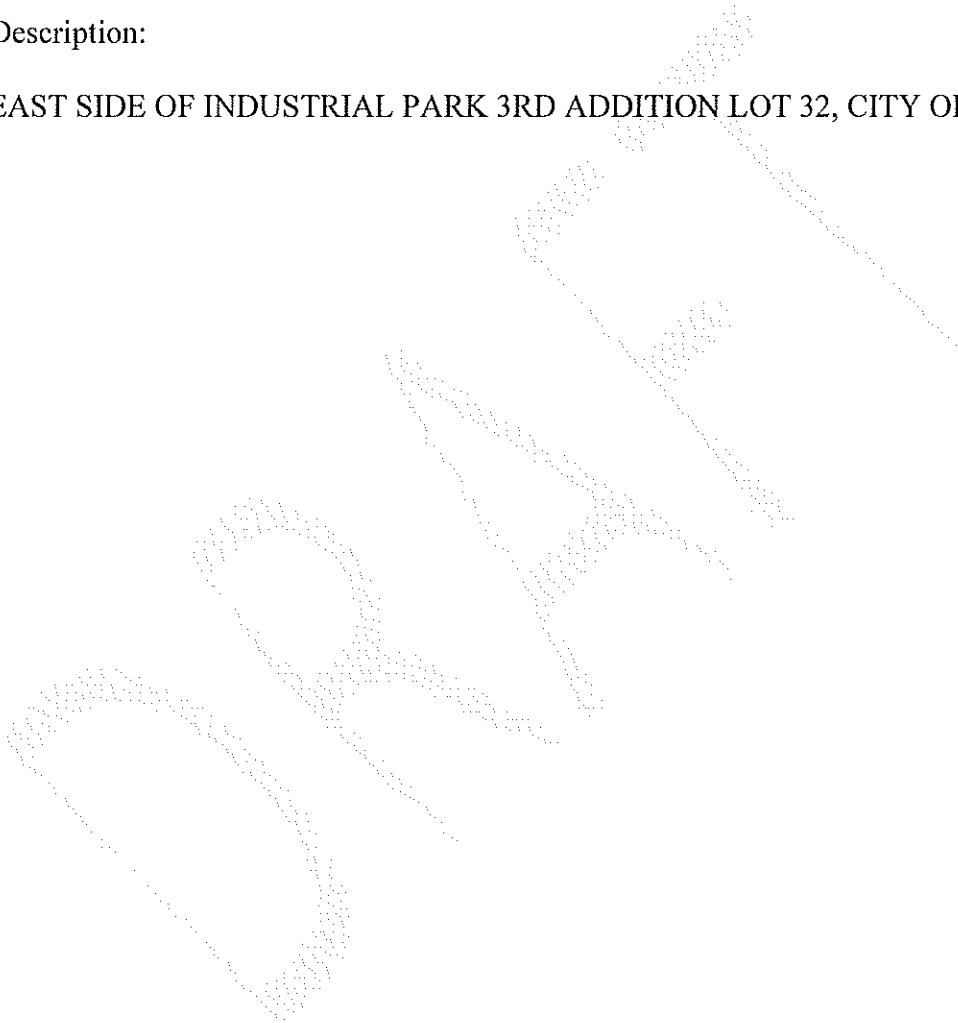
SUBJECT PROPERTY AND MAP

Parcel Number: ED-2384 (1.188 Acres)

Address: 0 Proft Place, De Pere, Wisconsin

Legal Description:

EAST SIDE OF INDUSTRIAL PARK 3RD ADDITION LOT 32, CITY OF DE PERE





0 0.01 0.03 0.05 Miles N

Potential Development Parcel

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. LA 10/27/2025



CITY OF DE PERE MEMO



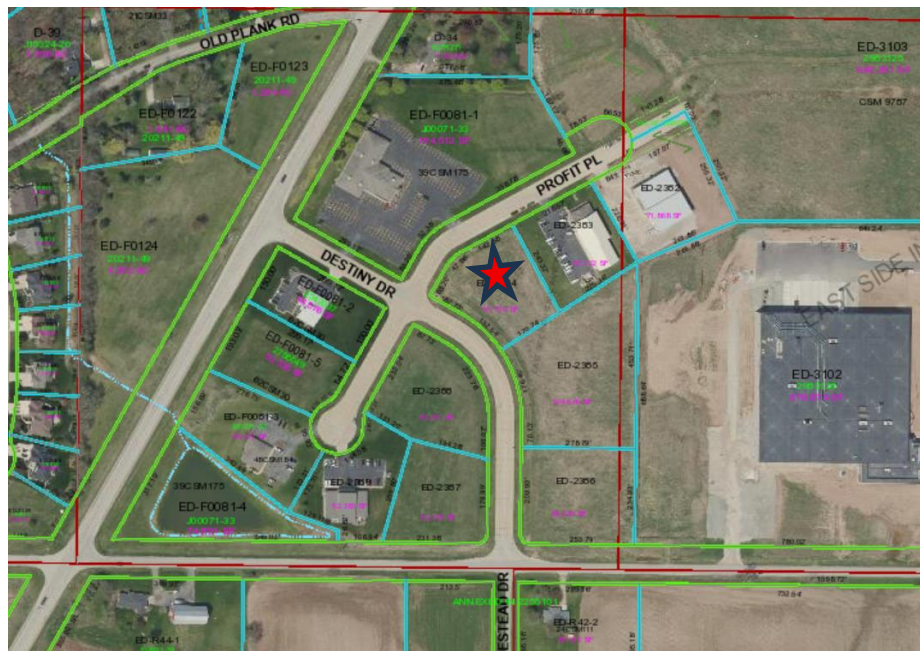
To: Mayor James Boyd
Finance and Personnel Committee
From: Quasan Shaw, Economic Development Planner
Date: October 14, 2025

RE: Consideration and Possible Action on Sale Agreement Terms with Soft Light Photography LLC for the Purchase of Parcel ED-2384 for the Development of a 7,250 Square Foot Photography Studio.*

Lisa Petter of Shorewest Realtors on behalf of Soft Light Photography LLC submitted a letter of intent to purchase Parcel: ED-2384 (shown in photo below) located in our East Industrial Park on Profit Place. The parcel consists of 1.19 acres and has a listing price of \$50,000 per acre. The sale price would be \$59,500. Soft Light Photography LLC plans to construct a 7,250 square foot studio. The site will contain the studio building, extensive landscaping and a parking area for clients. The anticipated construction cost is estimated to be \$1,400,000.00.

Staff are seeking a recommendation from the Personnel and Finance Committee to have the Common Council approve the sale of Parcel: ED-2384 to Soft Light Photography LLC. Staff recommends approval of the proposed scope subject to the following conditions:

1. The project must be built and obtain occupancy within 1 year of sale.
2. The City of De Pere pays brokerage commission of 3%.



September 20, 2025

Soft Light Photography LLC

Owner: Temel Yasar
Green Bay, WI 54311
(715)367-3181
temel.yasar@softlight.photography

City of De Pere

Development Services Department - Daniel Lindstrom/Quasan Shaw
335 S. Broadway Street
De Pere, WI 54115
(920)339-4043

Subject: Letter of Intent to Purchase Land from the City of De Pere

Dear Daniel Lindstrom,

On behalf of business owner, **Temel Yasar with Soft Light Photography LLC**, I am writing to express his intent to purchase the 1.188 acre parcel located at Parcel ED-2384, 0 Profit Place, De Pere WI, east side of Industrial Park 3rd Addition Lot 32, from the City of De Pere.

Mr. Yasar is interested in acquiring this land to operate his thriving photography studio. He is the owner and sole photographer at the studio. Photography has been his passion for 25 years. He has a well established client base along with many new clients in the northeast Wisconsin area. He originally opened Soft Light Photography in Rhinelander in 2019 and moved to the De Pere/Green Bay area about a year ago. We believe that this purchase will not only support the growth of his photography business, but also bring positive contributions to the local community with a professional and attractive building/landscaping, high-quality images to promote local businesses and their marketing, collaboration and skill-sharing among local artists, and by fostering community connection and pride by documenting our history, events and stories.

We have reviewed the general information available on the property and based on preliminary assessments, are confident that Parcel ED-2384 aligns with his business needs and future goals. We are also confident that his studio will be a unique and unifying addition to the City of De Pere!

Mr. Yasar along with Alliance Construction have been working on Soft Light Photography Studio's conceptual building plans (please see attached plans). Representatives at Alliance have been in contact with department officials at the City of De Pere to ensure compliance with all zoning requirements. The anticipated size of the studio is 8,500 square feet. The site will contain the studio building, extensive landscaping and a parking area for clients. The anticipated construction cost is estimated to be \$1,400,000.00. The anticipated property value after construction is \$1,500,000.00.

The development timeline is to begin construction in December 2025 with a completion date of June 2026. The target date for the Certificate of Occupancy is June/July 2026 with opening no later than August 2026.

We would like to propose the following terms for the transaction:

1. **Purchase Price:** \$59,500.00. Fifty-nine thousand five hundred dollars.
2. **Desired Closing Date:** As soon as possible.
3. **Seller Compensation to Buyer's Firm:** The City of De Pere (Seller) agrees to pay to Shorewest Realtors (Buyer's firm) the amount of 3% of purchase price, toward Buyer's brokerage fees at closing.

We would appreciate the opportunity to meet with you or the appropriate representatives from the City to discuss this proposal further, review any necessary documentation, and explore the next steps for formalizing the purchase. We are committed to working collaboratively with the City of De Pere to ensure a smooth and mutually beneficial transaction.

Please feel free to contact me, Lisa Petter, Realtor®, directly at (920)562-1755 to schedule a meeting or to request any additional information.

Thank you for your consideration of this proposal. We look forward to the opportunity to work together in making this transaction a success!

Sincerely,

 *Lisa Petter*

Lisa Petter, REALTOR®
Shorewest Realtors® Green Bay

 *Temel Kaya Yasar*

Temel Yasar, Owner
Soft Light Photography LLC

A 3D architectural rendering of a proposed building and parking lot. The building is a long, single-story structure with a dark grey roof. The left side features three large roll-up doors. The right side has a long wall of windows. A small, light-colored structure is located to the left of the building. The parking lot is paved and contains several marked spaces. A dashed line indicates the property boundary. The rendering is set against a plain white background.

VICINITY MAP

PROJECT ADDRESS
DE PERE, WI, ZIP

PROJECT LOCATION

TRUE

GENERAL SHEET INDEX			
SHEET #	SHEET NAME	CURRENT REVISION	CURRENT REVISION DATE
G000	TITLE SHEET		
G100	LIFE SAFETY PLANS & CODE INFORMATION		

SITE SHEET INDEX			
SHEET #	SHEET NAME	CURRENT REVISION	CURRENT REVISION DATE
A050	ARCHITECTURAL SITE PLAN		
A060	DUMPSTER DETAILS		

ARCHITECTURAL SHEET INDEX			
SHEET #	SHEET NAME	CURRENT REVISION	CURRENT REVISION DATE
A110	FLOOR PLAN		
A120	ROOF PLAN	2	--/2023
A200	ELEVATIONS	2	--/2023
A201	ELEVATIONS	2	--/2023
A300	BUILDING SECTIONS	2	--/2023
A620	WINDOW AND DOOR SCHEDULES		

STRUCTURAL SHEET INDEX			
SHEET #	SHEET NAME	CURRENT REVISION	CURRENT REVISION DATE
S100	FOUNDATION PLAN		
S101	SHALLOW FOUNDATION UDC CODE		
S120	STRUCTURAL FRAMING PLAN		

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50 OCCUPANTS
OWNER WILL SIGN A OCCUPANCY FORM

50 OCCUPANTS
OWNER WILL SIGN A OCCUPANCY FORM

1. PER IBC TABLE 906.3 (1), MAXIMUM DISTANCE OF TRAVEL TO FIRE EXTINGUISHER TO BE 75'-0".
2. PER IBC SECTION 1013, EXIT SIGN PLACEMENT SHALL BE SUCH THAT NO POINT IN AN EXIT ACCESS CORRIDOR OR EXIT PASSAGEWAY IS MORE THAN 100'-0" OR THE LISTED VIEWING DISTANCE FROM THE SIGN, WHICHEVER IS LESS, FROM THE NEAREST VISIBLE EXIT SIGN.
3. PER IBC SECTION 703.7, FIREWALLS, FIRE BARRIERS, FIRE PARTITIONS, SMOKE BARRIERS, AND SMOKE PARTITIONS OR ANY OTHER WALL REQUIRED TO HAVE PROTECTED OPENINGS OR PENETRATIONS SHALL BE EFFECTIVELY AND PERMANENTLY IDENTIFIED IN THE FIELD WITH SIGNS OR STENCILING SPACED AND SIZED TO MEET CODE REQUIREMENTS.
4. REFER TO LIFE SAFETY PLAN FOR TRAVEL DISTANCES, COMMON PATH OF TRAVEL, EGRESS WIDTHS, ACCESSIBLE ROUTE, ACCESSIBLE ENTRANCES AND EXITS.
5. REFER TO ARCHITECTURAL SITE PLAN FOR DISTANCES TO PROPERTY LINES, STREETS, AND BUILDINGS ON SAME SITE.
6. EXIT DOORS w/ PANIC HANDWARE SHALL BE PROVIDED AT EACH ACCESSIBLE PATH EGRESS EXIT
7. REFER TO ELECTRICAL CONSULTANT DRAWINGS FOR EXIT SIGNAGE LOCATION AND TYPES
8. REFER TO ELECTRICAL CONSULTANT DRAWINGS FOR EMERGENCY LIGHTING LOCATIONS AND TYPES
9. REFER TO MEP CONSULTANT DRAWINGS FOR FIRE DEPARTMENT CONNECTIONS AND CONTROL PANEL LOCATIONS

	EXIT LIGHT
	FIRE EXTINGUISHER ON WALL BRACKET
	FIRE EXTINGUISHER IN CABINET
	PATH OF EGRESS
	1-HOUR FIRE RATING
	2-HOUR FIRE RATING
	3-HOUR FIRE RATING
	SMOKE RATING

2015 IBC - TABLE 1020.1 CORRIDOR FIRE-RESISTANCE RATING
-GREATER THAN 30, WITHOUT SPRINKLER, 1 HOUR RATED

2015 IBC - TABLE 508.4
NO SEPARATION OF HOURS FOR B TO S-1

ICC/ANSI A 117.1 SEC. 903
ACCESSIBLE BENCHES SHALL
HAVE CLEAR SPACE PER SECTION 305.
BENCHES SHALL HAVE SEATS 42" MIN. IN LENGTH,
& 20" MIN. TO 24" MAX. IN DEPTH. BENCHES SHALL
BE 17" MIN. TO 19" MAXIMUM IN HEIGHT, AND
DESIGNED TO SUPPORT A FORCE OF 250 LBS,
APPLIED HORIZONTALLY OR VERTICALLY

2015 IBC - TABLE 1006.2.1 SPACES WITH ONE EXIT OR EXIT ACCESS DOORWAY
OCCUPANT LOAD GREATER THAN 30, 75' MAX COMMON PATH OF EGRESS
TRAVEL DISTANCE

2015 IBC - 1010.1.2.1 DIRECTION OF SWING. PIVOT OR SIDE-HINGED SWINGING DOOR SHALL SWING IN THE DIRECTION OF EGRESS TRAVEL WHERE SERVING A ROOM OR AREA CONTAINING AN OCCUPANT LOAD OF 50 OR MORE PERSONS OR A GROUP H OCCUPANCY.

2015 IBC - 903.2.9 GROUP S-1
AN AUTOMATIC SPRINKLER SYSTEM SHALL BE
PROVIDED THROUGHOUT ALL BUILDINGS CONTAINING
A GROUP S-1 OCCUPANCY WHERE ONE OF THE FOLLOWING
CONDITIONS EXISTS:
4. A GROUP S-1 FIRE AREA USED FOR THE STORAGE OF COMMERCIAL
MOTOR VEHICLES WHERE THE FIRE AREA EXCEEDS 5,000 SQUARE FEET.

VB
B & S-1
9,000 SQ FT MAX
IF EXCEEDS 12,000 SQ FT - NEED SPRINKLER
NON SPRINKLERED

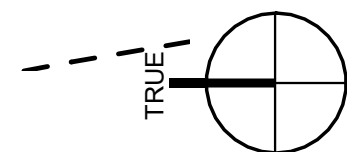
2015 IBC - 1010.1.2 DOOR SWING. EGRESS DOORS SHALL BE OF THE PIVOTED OR SIDE-HINGED SWINGING TYPE.

EXCEPTIONS:

6. IN OTHER THAN GROUP H OCCUPANCIES, SPECIAL PURPOSE HORIZONTAL SLIDING, ACCORDION OR FOLDING DOOR ASSEMBLIES COMPLYING WITH SECTION 1010.1.4.3

B

S-1



DESCRIPTION OF WORK

EXAMPLE - THE PROJECT REPRESENTS THE NEW CONSTRUCTION OF PHOTO STUDIO. THE STRUCTURE EXTERIOR WALLS, ROOF, AND INTERIOR PARTITIONS TO BE NEW, WOOD FRAME CONSTRUCTION WITH COMMERCIAL GRADE ARCHITECTURAL FINISHES. NO PHOTO FINISHING WILL BE COMPLETED IN THIS BUILDING.

PROJECT LOCATION & ZONING

CITY OF DE PERE, BROWN COUNTY, WI

• CLIMATE ZONE:	---
• PARCEL NUMBER:	---
• ZONING CLASSIFICATION:	S.F. (--- ACRES)
• TOTAL LOT AREA:	---
• SETBACKS REQUIRED:	FRONT: -- FT. SIDE: -- FT. REAR: -- FT.
• LEGAL DESCRIPTION:	---

- * STATE OF WISCONSIN ENROLLED COMMERCIAL BUILDING CODE VOLUME (II)
- * WISCONSIN ADMINISTRATIVE CODE, SPS 361-366 (COMMERCIAL BUILDING CODE)
- * 2015 INTERNATIONAL BUILDING CODE (IBC) WITH AMENDMENTS
- * 2015 INTERNATIONAL EXISTING BUILDING CODE (IEBC) WITH AMENDMENTS
- * 2015 INTERNATIONAL FIRE CODE (IFC) WITH AMENDMENTS
- * 2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) WITH AMENDMENTS
- * WISCONSIN ELECTRICAL CODE (NFPA 70, 2017) WITH AMENDMENTS
- * 2015 INTERNATIONAL MECHANICAL CODE (IMC) WITH AMENDMENTS
- * 2015 INTERNATIONAL PLUMBING CODE (IPC) WITH AMENDMENTS
- * 2009 ICC / ANSI A117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES

- HVAC
- PLUMBING
- FIRE ALARM
- TRUSS PACKAGE

CONSTRUCTION TYPE	VB
BUILDING AREA	(TABLE 506.2)
• ALLOWABLE:	9,000SQ. FT.
• ACTUAL:	7,250 SQ. FT.
BUILDING HEIGHT	(TABLE 504.3)
• ALLOWABLE:	40 FT.
• ACTUAL:	20 FT.
BUILDING STORIES	(TABLE 504.4)
• ALLOWABLE:	1 STORY
• ACTUAL:	1 STORY
FRONTAGE INCREASE	(TABLE 506.3)
AREA BUILDING: (TABLE 506.2.1) $A_2 = A_1 + (NS \times I)_1 : 9,000 + (9,000 \times .75) = 6,750$	
	$I_1 = ((FP) - 25) W/30 : (340/340) = 25/30 = .75$ $W = (L_1 \times W_1) + (L_2 \times W_2) + (L_3 \times W_3) + (L_4 \times W_4) / F$ $= (120' \times 30') + (120' \times 30') + (50' \times 30') + (50' \times 30') / 340 = .75$
• ALLOWABLE (A):	15,750 SQ. FT.
• ACTUAL (A):	7,250 SQ. FT.
• AMOUNT OF INCREASE	= -
$I = (F / P) - 0.25$ W/30	
$I = (340 / 340 - 0.25) 30 / 30 = .75$	
ALLOWABLE AREA	
• TOTAL ALLOWABLE AREA	= ---- SQ. FT.
FIRST FLOOR ALLOWABLE AREA	= ---- SQ. FT.
$A_2 = [A_1 + (NS \times I)]$	

OCCUPANCY CLASSIFICATION(S)	(CHAPTER 3) GROUP B GROUP S-1
OCCUPANCY SEPARATION	(TABLE 508.4) NO SEPARATION REQUIREMENT
OCCUPANCY LOAD	(TABLE 1004.1.2)
GROUP B	44 OCC. OWNER WILL PROVIDE A OCCUPANCY FORM LETTER
<u>GROUP S-1</u>	+ 6 OCC.
TOTAL	= 50 OCC. (----- SF.)
MEANS OF EGRESS	(SECTION 1005.3)
MIN. REQ.	= 10" (0.2 IN. PER OCCUPANT)
ACTUAL	= 32"
NEED TO COMPLETE	

SPRINKLER SYSTEM (CHAPTER 903.2)
NONSPRINKLERED BUILDING

MAXIMUM FIRE AREA (CHAPTER 903.2)
---,--- SQ. FT.

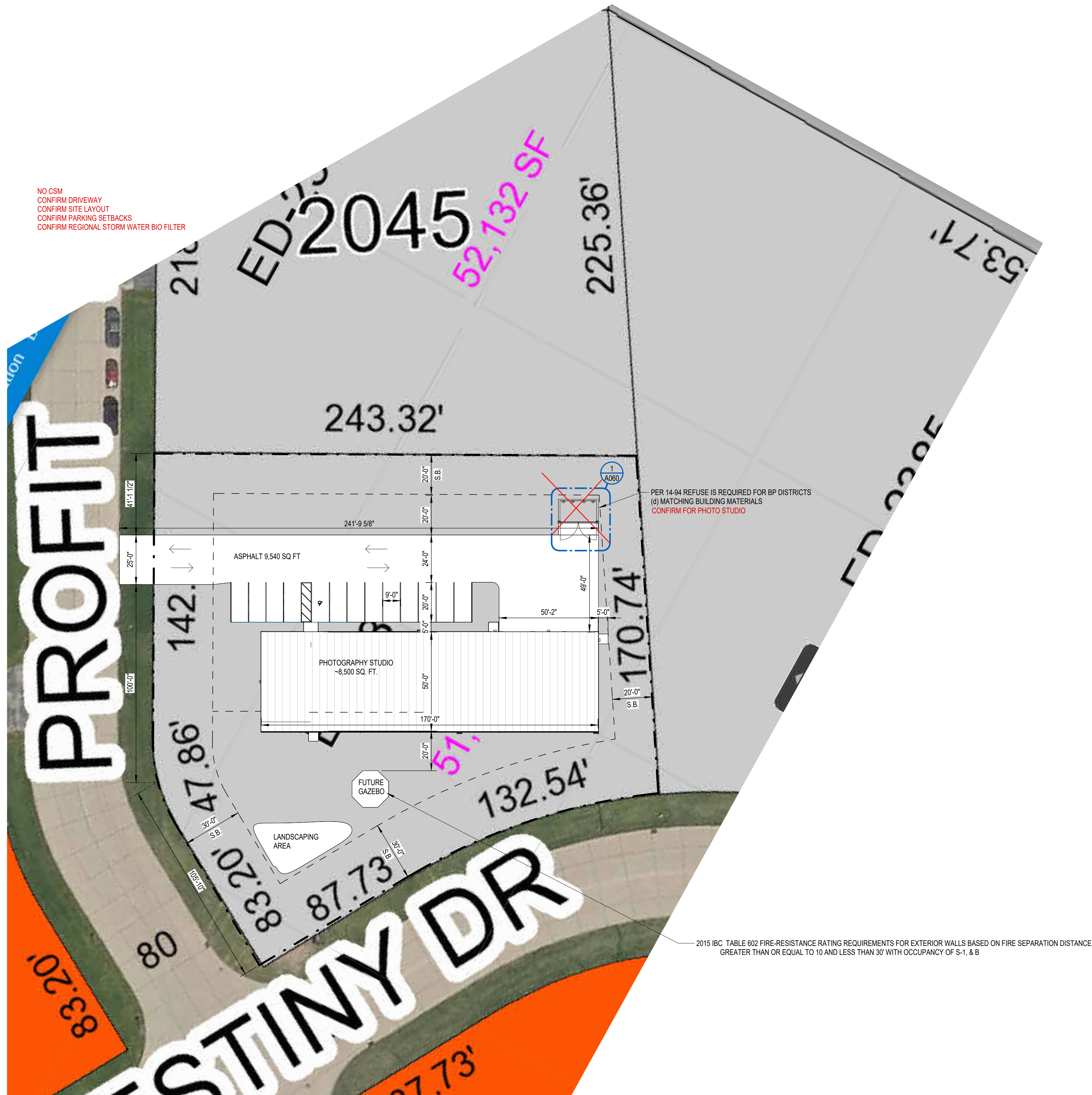
FIRE ALARM (CHAPTER 907.2)
 • COVERAGE: COMPLETE/PARTIAL
 • TYPE: AUTOMATIC DETECTION/MANUAL ALARM
 • MONITORING TYPE: CENTRAL STATION / PROPRIETARY SUPERVISION / REMOTE SUPERVISION /
 PROTECTED PREMISES

FIRE-RESISTANCE RATING REQUIREMENTS		
TABLE 601		
BUILDING ELEMENT	CONSTRUCTION TYPE --	
	REQUIRED (HOURS)	PROVIDED (HOURS)
PRIMARY STRUCTURAL FRAMING	0	0
BEARING WALLS	0	0
NONBEARING WALLS AND PARTITIONS (EXTERIOR)	SEE TABLE 602	
NONBEARING WALLS AND PARTITIONS (INTERIOR)	0	0
FLOOR CONSTRUCTION	0	0
ROOF CONSTRUCTION	0	0

EXIT ACCESS TRAVEL DISTANCE (TABLE 1017.2)
200 FT.

MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES							
TABLE 2902.1							
	MEN		WOMEN	LAV	BATHTUBS/ SHOWERS	DRINKING FOUNTAINS	OTHER
	URINALS	W/C	W/C				
REQUIRED	-	1.5	1.5	2	-	-	1 S.S.
EXISTING	-	-	-	-	-	-	- S.S.
PROPOSED	-	-	-	2	-	-	- S.S.

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1 SITE PLAN
1" = 30'-0"



2 OVERALL SITE PLAN

1. PARKING COUNT: 15 (1 SPOT PER 400 SQ FT)
2. VAN ACCESSIBLE PARKING STALL PROVIDED: ONE (1)
3. COORDINATE ALL STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING DISCIPLINES AND ANY ADDITIONAL SUPPORTING DOCUMENTS. CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE GENERAL CONTRACTOR PRIOR TO START OF CONSTRUCTION.
4. COORDINATE DOWNSPOUT LOCATIONS AND/OR DOWNSPOUT TIE-IN TO STORM SEWER.
5. ALL UTILITY LOCATIONS AND SCOPE OF WORK SHALL BE COORDINATED PRIOR TO START OF CONSTRUCTION.
6. LANDSCAPING SHALL MEET LOCAL MUNICIPALITY REQUIREMENTS.

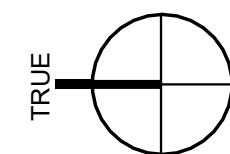


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PROJECT # 25-090

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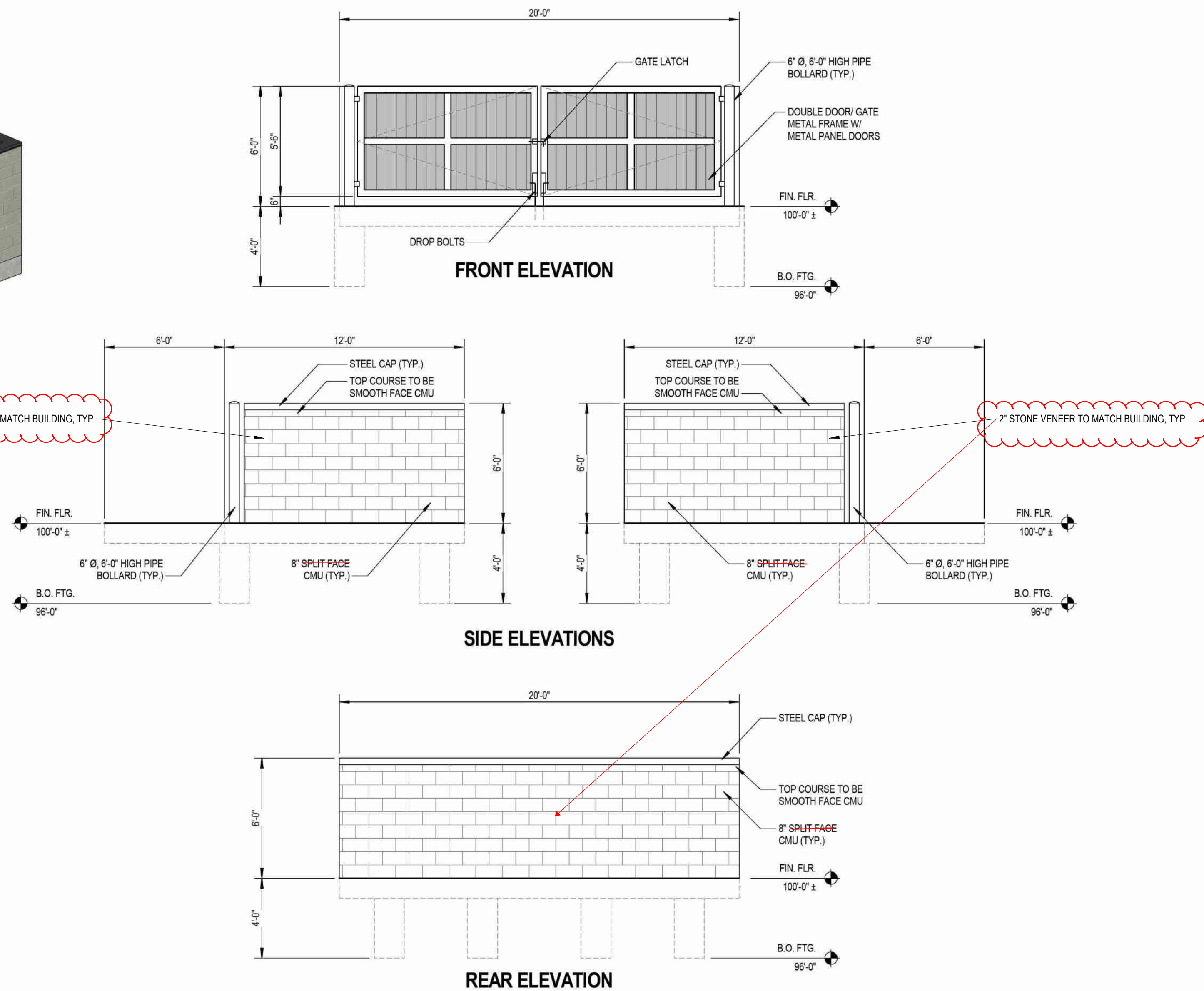
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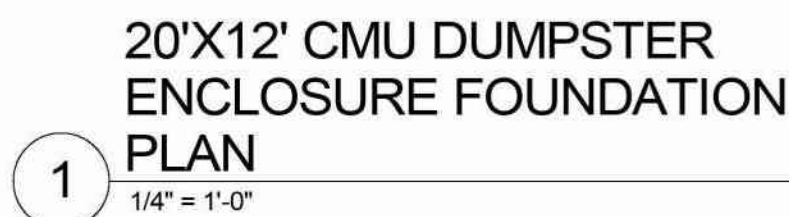
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ARCHITECTURAL SITE PLAN

A050

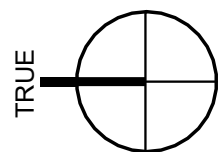


2 ENCLOSURE FLOOR PLAN
1/4" = 1'-0"

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GENERAL NOTES	
1.	PER IBC TABLE 906.3 (1), MAXIMUM DISTANCE OF TRAVEL TO FIRE EXTINGUISHER TO BE 75'-0".
2.	PER IBC SECTION 1013, EXIT SIGN PLACEMENT SHALL BE SUCH THAT NO POINT IN AN EXIT ACCESS CORRIDOR OR EXIT PASSAGEWAY IS MORE THAN 100'-0" OR THE LISTED VIEWING DISTANCE FROM THE SIGN, WHICHEVER IS LESS, FROM THE NEAREST VISIBLE EXIT SIGN.
3.	WALL DIMENSIONS ARE FROM FACE OF STUD / CORE MATERIAL.
4.	COORDINATE ALL STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING DISCIPLINES AND ANY ADDITIONAL SUPPORTING DOCUMENTS. CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE GENERAL CONTRACTOR PRIOR TO START OF CONSTRUCTION.
KEYNOTES	
NO.	DESCRIPTION

PLAN NOTES- FIRST FLOOR	
NOTE NUMBER	NOTE DESCRIPTION
1	NO CEILING
2	20" X 42" BENCH, MOVABLE
3	5/8" GYP BD CEILING @ 9'-0" HEIGHT FOR BATHROOMS
4	EQUIPMENT MEZZANINE ABOVE BATHROOMS ONLY. DECK WILL BE 2X12 @ 16" O.C. W/ 42" 2X RAILING & 3'-6" GATE
5	12'-0" WALL HEIGHT
6	16'-0" WALL HEIGHT
7	5/8" GYP BD CEILING, PLASTERED- LIGHT SKIPI/ PAINTED W/ EXPOSED SPIRAL DUCT PAINTED WHITE
8	5/8" GYP BD CEILING, NO PLASTER, NO PAINT
9	FURNACE TO BE ON ELEVATED PLATFORM - 9'-0" FROM F.F. CONFIRM ENGINEERING
10	FRP @ WALLS OF MOP SINK
11	5/8" GYP BD CEILING PLASTERED/ PAINTED
12	NO HEAT @ GARAGE, (GAS PIPED FOR FUTURE)
13	POWER OPERATED BARN DOORS, COMPLY W/ 2015 1010.1.4.3
14	CLEAR- LOW E GLASS FOR STOREFRONT, TYP



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2009 **2024**

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A120

TRUE



Diagram of a triangular prism with a triangular base and a rectangular prism attached to its side. The triangular base has a side length of 3 and a height of 4. The rectangular prism has a length of 4 and a width of 3. The total length of the prism is 7.



1 ROOF PLAN
1/8" = 1'-0"



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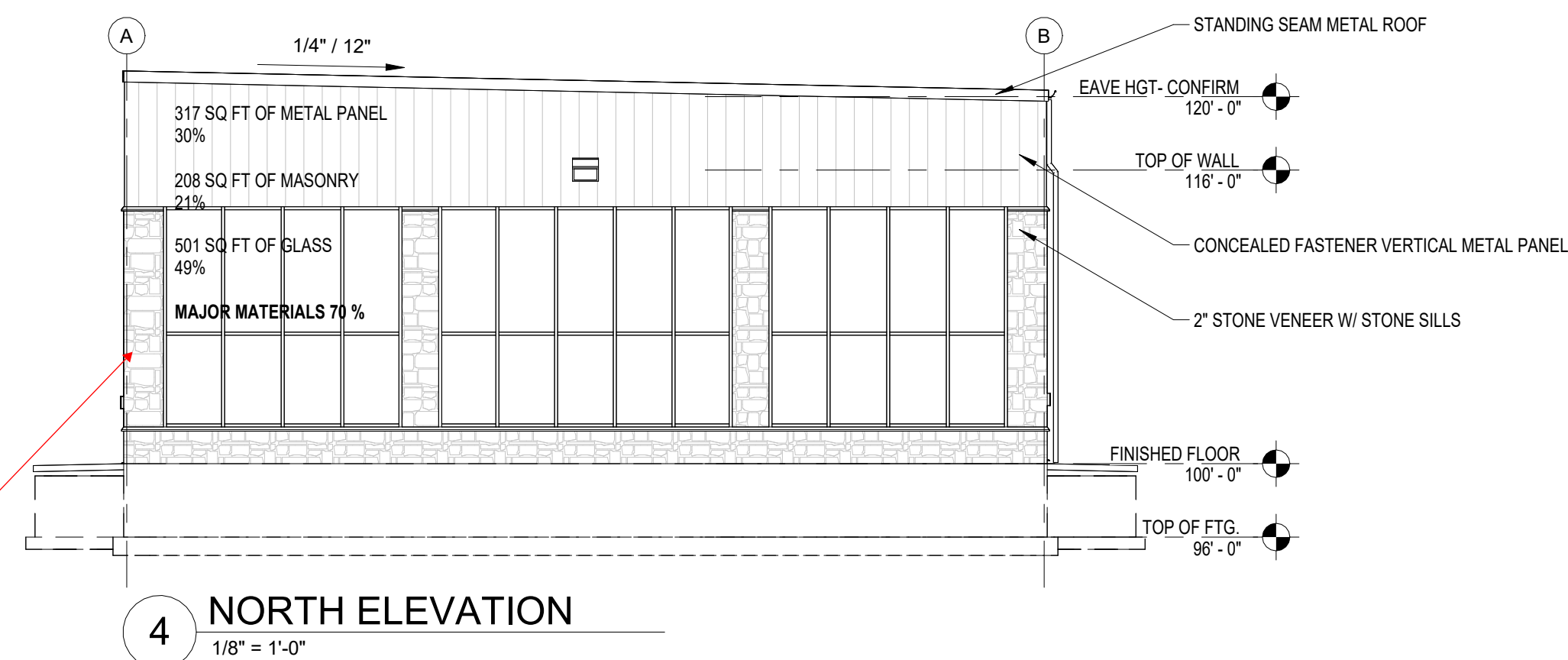
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ELEVATIONS

A200

FINISHES AND WINDOWS INSTALLED PER DE PERE ZONING ORDINANCE ARTICLE IX. BUILDING AND SITE DESIGN

1,026 SQ FT OF FINISH MATERIALS



SQ FT OF FINISH MATERIALS
NORTH - 1,026 SQ FT
SOUTH - 1,021 SQ FT
EAST- 3,002 SQ FT
WEST- 3,403 SQ FT
TOTAL 8,452 SQ FT

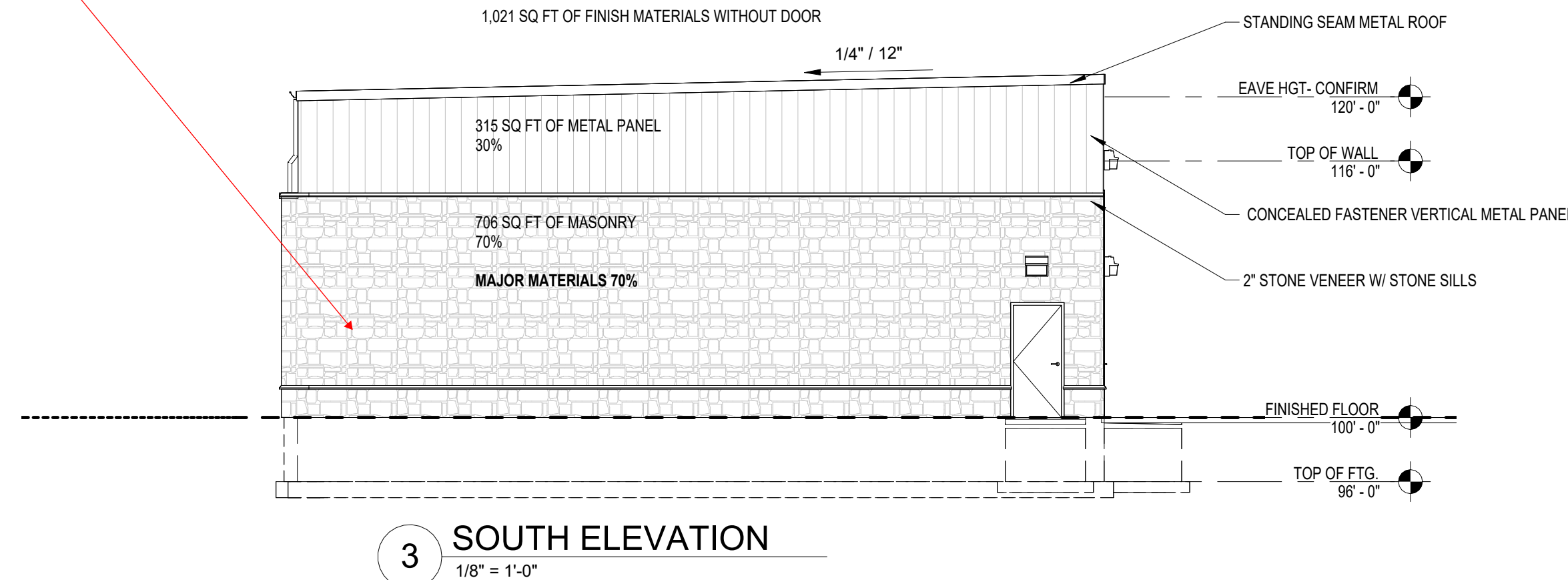
CONCEALED METAL VERTICAL PANEL
-NORTH - 317 SQ FT
-SOUTH - 315 SQ FT
-EAST- 1,756 SQ FT
- WEST- 1,017 SQ FT
TOTAL 3,405 SQ FT - 40 %

2" VENEER MASONRY
-NORTH - 208 SQ FT
-SOUTH - 706 SQ FT
-EAST- 668 SQ FT
- WEST- 2,090 SQ FT
TOTAL 3,672 SQ FT - 44 %

GLASS
-NORTH - 501 SQ FT
-SOUTH - 0 SQ FT
-EAST- 578 SQ FT
- WEST- 296 SQ FT
TOTAL 1,375 SQ FT - 16 %

ENTIRE BUILDING HAS 60% MAJOR MATERIALS

1,021 SQ FT OF FINISH MATERIALS WITHOUT DOOR



All masonry 4" gray split face block

NOT FOR CONSTRUCTION

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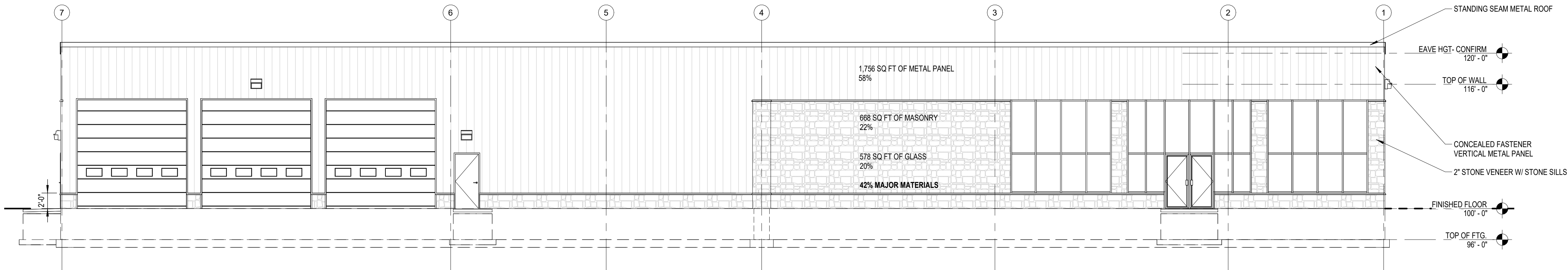
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ELEVATIONS

A201

FINISHES AND WINDOWS INSTALLED PER DE PERE ZONING ORDINANCE ARTICLE IX. BUILDING AND SITE DESIGN

3002 SQ FT OF FINISH MATERIALS WITH NO DOORS



1 EAST ELEVATION
1/8" = 1'-0"

SQ FT OF FINISH MATERIALS

NORTH - 1,026 SQ FT
SOUTH - 1,021 SQ FT
EAST- 3,002 SQ FT
WEST- 3,403 SQ FT
TOTAL 8,452 SQ FT

CONCEALED METAL VERTICAL PANEL

-NORTH -	317 SQ FT
-SOUTH -	315 SQ FT
-EAST-	1,756 SQ FT
- WEST-	1,017 SQ FT
TOTAL	3,405 SQ FT - 40 %

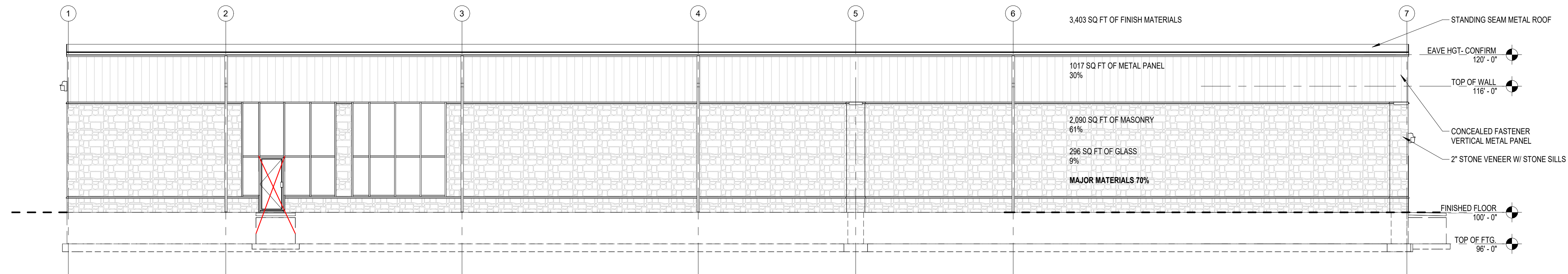
2" VENEER MASONRY

-NORTH -	208 SQ FT
-SOUTH -	706 SQ FT
-EAST-	668 SQ FT
- WEST-	2,090 SQ FT
TOTAL	3,672 SQ FT - 44 %

GLASS

-NORTH -	501 SQ FT
-SOUTH -	0 SQ FT
-EAST-	578 SQ FT
- WEST-	296 SQ FT
TOTAL	1,375 SQ FT - 16 %

ENTIRE BUILDING HAS 60% MAJOR MATERIALS



2 WEST ELEVATION
1/8" = 1'-0"

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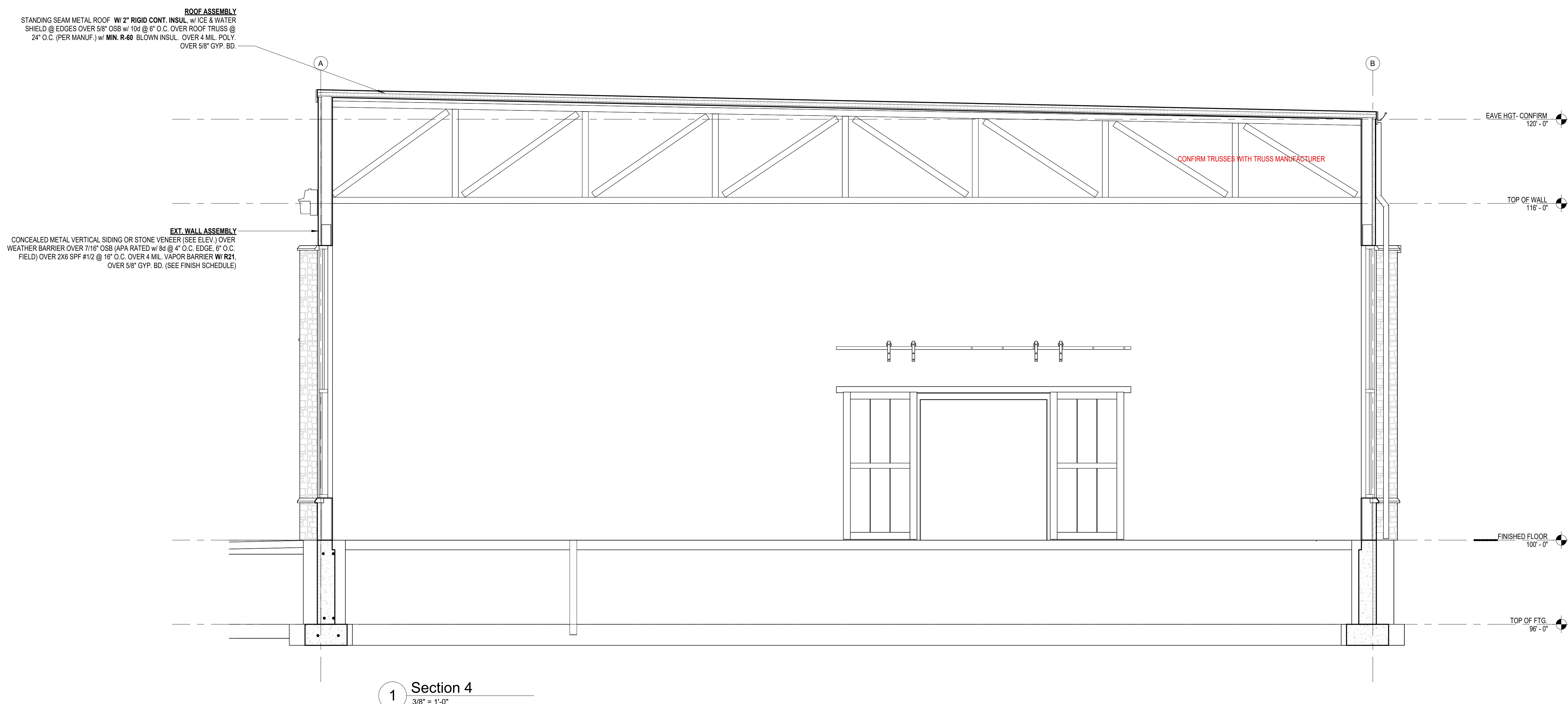
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BUILDING SECTIONS

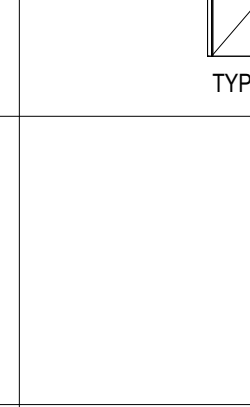
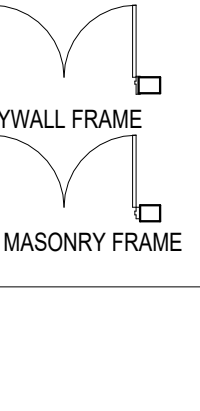
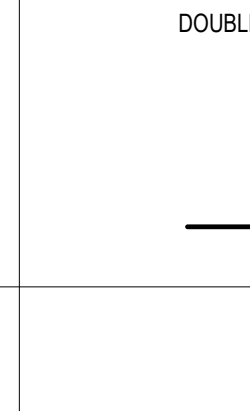
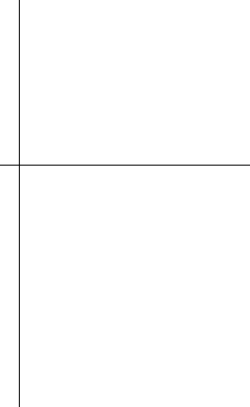
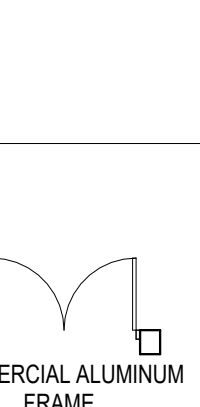
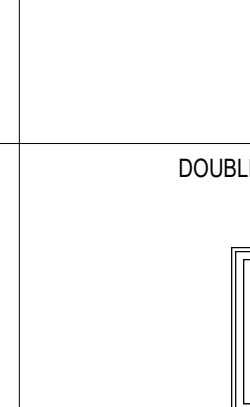
A300



GENERAL NOTES

1. **EXISTING BUILDINGS:**
* VERIFY THAT NEW HARDWARE HAS THE CAPACITY TO BE KEYPED w/ EXISTING.
2. **NEW BUILDINGS:**
* PROVIDE HARDWARE THAT CAN BE KEYPED USING SCHLAGE KEYING HARDWARE.
3. WOOD DOORS SHALL BE PLAIN SLICED BIRCH, PREFINISHED AS SELECTED BY OWNER.
4. PROVIDE PANIC HARDWARE AS NOTED ON PLAN
5. PROVIDE FIRE PROTECTION AS NOTED PER PLAN
6. PROVIDE ALUM. THRESHOLD AS NOTED PER PLAN
7. ALL DOOR GLAZING SHALL BE TEMPERED SAFETY GLASS AND PERMANENTLY IDENTIFIED BY THE MANUFACTURER.
8. FIRE DOOR ASSEMBLIES SHALL BE LABELED BY CODE COMPLIANT APPROVED LISTED AGENCY.
9. FIRE DOOR SHALL BE SELF-CLOSING OR AUTOMATIC-CLOSING IN ACCORDANCE WITH CODE.
10. LOCK & LATCH SETS SHALL HAVE LEVER DEVICES FOR USE BY THOSE w/ DISABILITIES.
11. HAND ACTIVATED DOOR OPENING HARDWARE TO BE CENTERED @ 30" TO 44" ABOVE F.F. & BE OPENED WITH A SINGLE EFFORT BY LEVER TYPE HARDWARE.
12. MAXIMUM EFFORT TO OPERATE SHALL NOT EXCEED 8.5 POUNDS FOR EXTERIOR DOORS & 5 POUNDS FOR INTERIOR DOORS.
13. THE BOTTOM 10" OF ALL DOORS SHALL HAVE A SMOOTH, UNINTERRUPTED SURFACE.
14. ALL REQUIRED EGRESS DOORS SHALL HAVE A MINIMUM OF 32" CLEAR OPENING w/ DOOR @ 90° TO THE CLOSED POSITION.
15. THE MAXIMUM HEIGHT OF THE THRESHOLD TO BE 1/2", MAXIMUM VERTICAL CHANGE @ EDGE IS 1/4" WITH A MAXIMUM BEVEL OF 45°
16. IF A DOOR HAS A CLOSER, THEN THE SWEEP PERIOD OF THE CLOSER SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 70° THE DOOR WILL TAKE AT LEAST 3 SECONDS TO MOVE TO A POINT 3" (75 MM) FROM THE LATCH, MEASURED TO THE LEADING EDGE OF THE DOOR.
17. VERIFY ALL DOOR OPENINGS BEFORE FABRICATION.
18. EXISTING EGRESS DOORS SHALL RECEIVE NEW PANIC HARDWARE AS REQUIRED.

DOOR TYPE LEGEND

FRONT VIEW  DRYWALL FRAME H.M. / MASONRY FRAME	ELEVATION VIEW SINGLE LEAF HOLLOW METAL SLAB  TYPE A
FRONT VIEW  DRYWALL FRAME H.M. / MASONRY FRAME	ELEVATION VIEW DOUBLE LEAF HOLLOW METAL EXTERIOR  TYPE C H.M.
FRONT VIEW  TYPE F	ELEVATION VIEW DOUBLE LEAF ALUMINUM ENTRY  TYPE G
FRONT VIEW  DRYWALL FRAME H.M. / MASONRY FRAME	ELEVATION VIEW SINGLE LEAF ALUMINUM ENTRY  TYPE A

DOOR LEGEND

		GLAZING				FRAME		REMARKS	
MK	QTY	WIDTH	HEIGHT	GLASS TYPE	SILL HEIGHT	FUNCTION	MATERIAL		FINISH
A	1	12' - 0"	12' - 0"						
B	1	12' - 0"	12' - 0"						
C	4	13' - 0"	12' - 0"						
D	1	16' - 0"	12' - 0"						
E	1	16' - 0"	12' - 0"						
Grand total: 8									

WALL SCHEDULE

FOOTING & PIER SCHEDULE			
MARK	SIZE	REINFORCING	REMARKS
F.36X36X12	36"x36"x12"	#4 @ 8" O.C. EA. WAY	
P.24X24	24"x24"	(6) #5 VERT. w/ #3 TIES @ 10" O.C.	
WF-16X8	16"x8"	(2) #4 CONT.	
WF-24X12	24"x12"	(2) #5 CONT.	

FOOTING & PIER SCHEDULE



GENERAL NOTES

- 
- 2009 2024
- Alliance**
CONSTRUCTION & DESIGN
- ALLIANCEBUILDS.COM
- PHONE: (920)-336-3400 | FAX: (920)-336-3401
1050 BROADWAY ST., WRIGHTSTOWN, WI 54180
- © Alliance Construction & Design, Inc.
- All specifications, plans, designs, documents are instruments of service and are such as copyright protection and may not be sold, copied, transferred, altered or for any other use other than the owner, without the express written consent of Alliance Construction & Design, Inc.

PROJECT ADDRESS
DE PERE, WI, ZIP

PROFESSIONAL SEAL

STATUS

SCHEMATIC DESIGN

SHEET ISSUE DATE:	05/15/2025
-------------------	------------

CURRENT AS OF: 5/28/2025 6:56:18 PM

DRAWN BY: G.C.T.

SCALE: As indicated

FOUNDATION PLAN

\$100

Published under s. 35.93, Wis. Stats., by the Legislative Reference Bureau.

136



Mean Annual Temperature Contour Map

Register November 2024 No. 827

Register November 2024 No. 827

Minimum Insulation Requirements for Frost-Protected Footings in Heated Buildings¹ (Simplified Method)

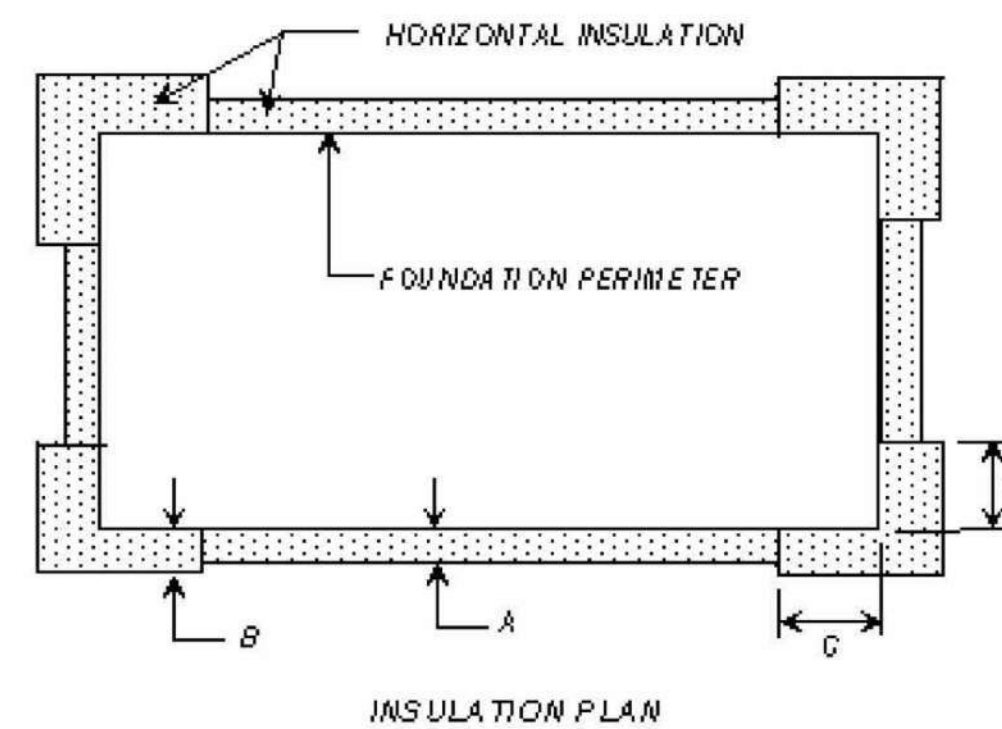
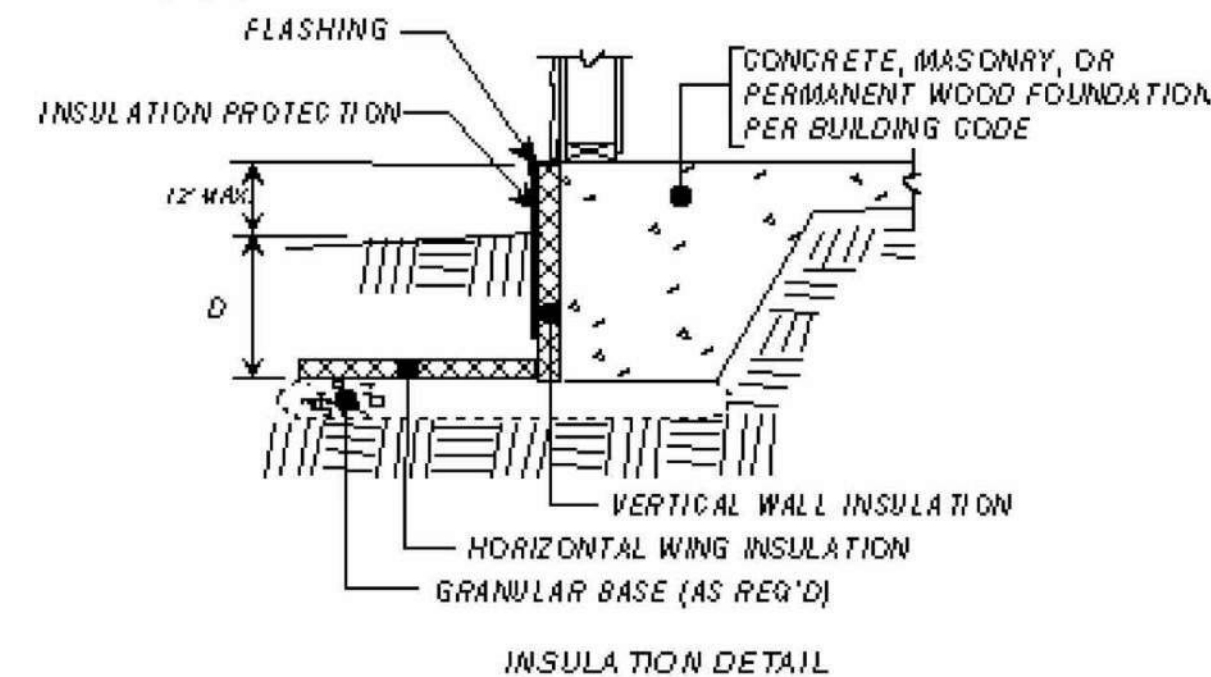
SHALLOW FOOTING
BASED OFF OF 2,500
OR LESS- CONFIRM

2 See AFI Contour Map for Air Freezing Index values.

3 Insulation materials shall provide the stated minimum R-values under long-term exposure to moist, below-ground conditions in freezing climates. The following R-values shall be used to determine insulation thicknesses required for this application: Type II expanded polystyrene - 2.4R per inch; Types IV, V, VI, VII extruded polystyrene - 4.5R per inch; Type IX expanded polystyrene - 3.2R per inch. NR indicates that insulation is not required.

4 Vertical insulation shall be expanded polystyrene insulation or extruded polystyrene insulation.

5 Horizontal insulation shall be extruded polystyrene insulation.



1 SPS 320-325 APPENDIX A (PAGE 136-137)
1 1/2" = 1'-0"

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GENERAL NOTES

<WOOD FRAMING>

1. ROOF SHEATHING SHALL BE 1/2" OSB APA RATED 10D 6" FASTENERS WITH CLIPS.
2. EXTERIOR SHEATHING SHALL BE 7/16" OSB APA RATED WITH 8D FASTENERS AT 3" O.C. EDGE AND 6" O.C. FIELD.
3. ALL EXTERIOR STUDS SHALL BE 2"x6" SPF STUD GRADE AT 16" O.C. FB 600 PSI U.N.O.
4. INTERIOR BEARING STUDS SHALL BE 2"x6" SPF STUD GRADE AT 16" O.C. WITH 3 PLY 2"x6" TOP PLATE U.N.O.

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Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: Administration
FROM: James Boyd, Mayor
SUBJECT: Appointment to the Board of Appeals by Mayor Boyd.
RECOMMENDED ACTION: Motion to approve.

Cody Martin is a De Pere resident committed to fairness, clear process, and responsible local governance. He currently serves as Supervisor of Fleet Services for Wisconsin Public Service, overseeing operations across three service centers and managing a fleet of more than 700 vehicles. In this role he works closely with policy, compliance, budgeting, procurement, and cross-functional teams, ensuring decisions are objective and grounded in sound evaluation. Cody's background includes experience in operations, logistics, and organizational management across several Wisconsin companies. Throughout his career, he has been recognized for his ability to assess complex information, ask the right questions, and make balanced, well-reasoned recommendations.

He is seeking an appointment with the Board of Appeals to bring that same diligence and fairness to city matters. Cody believes strongly in transparent decision-making, consistent application of ordinance standards, and ensuring every resident who comes before the board is treated respectfully and impartially.

Outside of work, he stays active in community learning, local government engagement, and ongoing professional development. Cody is motivated by a desire to serve the community he calls home and to support De Pere's continued growth and integrity.

ATTACHMENTS:
None



Request for Common Council Action

MEETING DATE: November 18, 2025
DEPARTMENT: Development Services
FROM:
SUBJECT: Resolution #25-126, Authorizing Real Estate Purchase and Sale Agreement to purchase and obtain real property and an easement at 206 N. Wisconsin Street (Part of Parcel No. ED-886) in connection with the construction of the City parking ramp, subject to the final review and approval of such agreement by the Law Department.

PLEASE TAKE NOTICE that the Common Council may convene in closed session pursuant to Wis. Stat. §19.85(1) for agenda item 21:(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Council may then reconvene thereafter in open session pursuant to Wis. Stat. §19.85(2) to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

RECOMMENDED ACTION: Motion to Approve.

Seeking a 20 foot portion of Associated Bank's parcel and a No Build Easement to accommodate construction of the City's parking ramp.

ATTACHMENTS:

Reso25-126, REAL ESTATE PURCHASE AGREEMENT - AB-20feetandEasement-FINAL

RESOLUTION #25-126

AUTHORIZING REAL ESTATE PURCHASE AND SALE
AGREEMENT WITH ASSOCIATED BANK, N.A.
(Part of Parcel No. ED-886)

WHEREAS, the City is in the process of redeveloping Parcel No. ED-875 for the construction of a parking structure as part of the overall redevelopment of the former Shopko store site; and

WHEREAS, as the overall redevelopment project has progressed, staff has determined that it would be advantageous to move the parking structure approximately 20 feet from its current location and wishes to acquire the north twenty feet (20'), approximately 5,083.20 square feet from Associated Bank, N.A. (Associated), the owner of Parcel No. ED-886, located immediately adjacent to the City-owned parcel as well as acquire a restrictive covenant to be recorded against the remaining portion of Associated's property to restrict development and use of the northernmost portion so that it has a five-foot (5') setback from the lot line; and

WHEREAS, the City believes it is in the public interest to acquire this portion of Parcel ED-886 from Associate Bank, N.A. in order to facilitate the parking structure development, as well as other future contemplated development in this area; and

WHEREAS, the parties have negotiated a purchase price for such property in the amount of \$102,000.00 and \$26,500.00 for the restrictive covenant, pursuant to the terms and conditions of the attached Real Estate Purchase and Sale Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Council authorizes the purchase of the north twenty feet (20'), approximately 5,083.20 square feet of Parcel No. ED-886, and that said property be combined with City parcel ED-875 upon the recording of the deed to the City

from Associated Bank, N.A., as well as the purchase of a restrictive covenant for a five-foot (5') setback from the lot line for the northernmost portion of Parcel ED-886.

BE IT FURTHER RESOLVED THAT:

The City Manager and the City Clerk are authorized and directed to enter into the attached Real Estate Purchase and Sale Agreement between the City of De Pere and Associated Bank, N.A., subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of November, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Prior Council Review: 6/3/2025

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the day of , 2025 (the "Effective Date"), by and between ASSOCIATED BANK, N.A. ("Seller") and the City of De Pere, a Wisconsin municipal corporation ("Purchaser").

Seller or an affiliate of Seller owns a bank branch property located at 206 N. Wisconsin Street in the City of De Pere, Wisconsin, consisting of approximately 0.9 acres (the "Seller Property"), which Seller Property is identified as Parcel No. ED-886 and legally described on Exhibit A attached hereto. Purchaser is redeveloping a parcel adjacent to the Seller Property, namely Parcel No. ED-875. This parcel is owned by the Purchaser and located immediately north of the Seller Property (the "City Parcel"). The Purchaser intends to construct a parking structure on the City Parcel as part of its redevelopment project. The concept plan for the redevelopment project is attached hereto as Exhibit B (the "Concept Plan"). Purchaser has determined that it would be advantageous to be able to move the parking structure approximately twenty feet (20') south of its current location on the Concept Plan and to obtain a restrictive covenant to create a five-foot (5') no-build easement area on the Seller Property (i) allow for future development of said property by the Seller and (ii) ensure the parking structure is in compliance with applicable building codes. Purchaser therefore wishes to acquire from Seller the north twenty feet (20') of the Seller Property, which consists of approximately 5,083.2 square feet (the "Property"), which Property would be added to the City Parcel and to acquire a restrictive covenant ("Restrictive Covenant") to be recorded against the remaining portion of the Seller Property ("Seller Parcel") to restrict the development and use of the northernmost portion of the Seller Parcel so that it has a five-foot (5') setback from the lot line. Seller has agreed to sell the Property and grant the Restrictive Covenant to Purchaser on the terms set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. PURCHASE AND SALE.

1.1 Purchase and Sale of the Property. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the Property strictly in accordance with and subject to the terms, conditions, and provisions hereinafter set forth. The final configuration and dimensions of the Property shall be established by a certified survey map (the "CSM"), which CSM shall be prepared by Purchaser promptly following the Closing and provided to Seller for Seller's approval, which shall not be unreasonably withheld so long as the size and configuration of the Property are substantially as described in the Recitals, above.

2. RESTRICTIVE COVENANT.

2.1 Restrictive Covenant. Seller shall grant to Purchaser a perpetual restrictive covenant running on the land, which shall be executed through a separate recording instrument, with terms that no building, structure, fence or improvement will be constructed or erected over, on or through the designated property, which shall consist of a five-foot (5') setback area ("No Build Easement Area", as generally depicted and described in the attached Exhibit C. The

Restrictive Covenant will be prepared and recorded promptly following the Closing, along with the CSM which shall be prepared in accordance with Section 5. below.

3. PURCHASE PRICE. The purchase price for the Property shall be One Hundred Two Thousand and No/100 Dollars (\$102,000.00) and Twenty Six Thousand Five Hundred and No/100 Dollars)\$26,500)for the Restrictive Covenant, for a total price of One Hundred Twenty Eight Thousand Five Hundred No/100 Dollars (\$128,500) , (the “Purchase Price”)

4. PAYMENT TERMS.

4.1 Earnest Money. Purchaser shall deliver \$10,000.00 (the “Earnest Money”) to First American Title Insurance Company, 330 W. College Avenue, Appleton, Wisconsin 54911, Attn: Joseph Sieckert (the “Title Company”), within three (3) business days of the Effective Date. The Earnest Money shall be held by the Title Company in a non-interest bearing account for the mutual benefit of the parties hereto pursuant to the provisions of Title Company’s standard joint order escrow instructions.

4.2 Balance of Purchase Price. Provided that all conditions precedent to Purchaser’s obligations set forth herein are satisfied and Seller has performed all of its obligations hereunder, the balance of the Purchase Price, plus or minus prorations, shall be paid to Seller by certified or cashier’s check or by wire transfer at Closing (as hereinafter defined).

4. TITLE AND DEED. Seller shall deliver to Purchaser at Closing a quit claim deed conveying title to the Property to Purchaser in fee simple, [free and clear of all liens, encumbrances and rights of others, except the Permitted Exceptions (as hereinafter defined)].

5. CERTIFIED SURVEY MAP (CSM). Subsequent to the Closing, Purchaser, at its expense, shall prepare and record a CSM which shall redefine the boundaries of the Seller’s Parcel as well as the City’s Parcel and parcel ED-875-1, so as to also include the Property conveyed to the Purchaser via the quit claim deed at Closing. Following the recording of the CSM, the Restrictive Covenant shall be recorded as provided in Section 2. above.

6. PURCHASER’S CONTINGENCIES.

6.1 Due Diligence Investigation.

(a) Commencing on the Effective Date, Purchaser, its agents, engineers, employees, attorneys, accountants, contractors and surveyors shall have the right to conduct all tests, inspections, feasibility and other studies and all other investigations concerning the Property that Purchaser requires (including, without limitation, environmental tests and assessments, inspection of the physical condition of the Property) to determine whether the Property is satisfactory to Purchaser. All such investigations and studies shall be performed at Purchaser’s expense.

(b) Within three (3) business days of the Effective Date, Seller shall deliver to, or make available to Purchaser, complete, legible copies (including all exhibits) of any and all

documentation within Seller's possession or control relating to the ownership, operation, management, maintenance and physical condition of the Property (the "Due Diligence Documents").

(c) If Purchaser, in its sole and absolute discretion, is dissatisfied with the Property based on the tests, inspections, studies, investigations and review of documents described in subsections (a) and (b) above, then Purchaser may terminate this Agreement by giving written notice to Seller of such termination at any time on or prior to the date which is thirty (30) calendar days after the Effective Date (the "Contingency Termination Date"). Upon the termination of this Agreement pursuant to this subsection (c), the Earnest Money shall be returned to Purchaser and neither party shall have any further obligations or liabilities hereunder. If written notice of termination is not provided to Seller on or before the Contingency Termination Date, Seller shall be deemed to have accepted the condition of the Property and will proceed to Closing, subject only to the conditions set forth in Section 6.2, below.

(d) Purchaser shall promptly repair any physical damage to the Property caused by the testing and inspections conducted by Purchaser pursuant to this Section 6.1 (collectively, the "Tests") and shall promptly remove or bond or insure over any mechanics' liens arising from the work performed to complete the Tests.

6.2 Additional Conditions. In addition to the other conditions set forth herein, Purchaser's obligation to acquire the Property and consummate the other transactions contemplated hereunder shall be conditioned on:

- (a) all representations and warranties of Seller being true and correct in all material respects as of the Closing;
- (b) The subsequent approval of the CSM by the City of De Pere;
- (c) Seller's release of the Property from any leases or other occupancy agreements; and
- (d) there being no material breach or default by Seller of any of its other covenants and agreements herein.

7. **CLOSING.**

7.1 Closing Date. The sale of the Property to Purchaser and the other transactions described herein shall be consummated (the "Closing") on or before the date which is fifteen (15) days following the later of (i) Contingency Termination Date or (ii) the date upon which the City approves the CSM (the "Closing Date"), unless an alternative Closing Date is mutually agreed upon by the parties.

7.2 Closing Documents.

(a) Seller shall deliver to Purchaser at Closing the following, all in form and substance reasonably acceptable to Purchaser:

(i) A quit claim deed conveying to Purchaser fee simple title to the Property, together with all easements and other appurtenances thereto.

(ii) A FIRPTA Affidavit from Seller certifying that Seller is not a "foreign person," "foreign estate," "foreign corporation" or "foreign partnership" or any other foreign entity as such terms are defined in Section 1445 of the Internal Revenue Code and the income tax regulations promulgated thereunder;

(iii) An owner's affidavit in form sufficient and acceptable to the Title Company so as to allow it to eliminate the standard printed exception relating to mechanic's liens from the title commitment and policy; and

(iv) Such other documents as reasonably may be required by Purchaser or the Title Company to consummate the transactions contemplated by this Agreement.

(b) Purchaser shall deliver to Seller at Closing the balance of the Purchase Price, plus or minus prorations, together with any and all such documents as are reasonably required by the Title Company to close the purchase by Purchaser of the Property.

(c) Seller and Purchaser shall jointly deliver (i) signed copies of a closing statement and (ii) all required real estate transfer tax declarations, returns or affidavits. Seller and Purchaser shall jointly deliver to Title Company a written direction to release the Earnest Money to Seller, provided that the amount thereof shall be credited toward the Purchase Price.

8. PRORATIONS.

8.1 Real Estate Taxes and Assessments. Seller will receive a credit at Closing based upon the assessed value of the land component of the Seller Property, calculated as follows:

Assessed Value of Seller Property:	\$1,458,800.00
Assessed Value of Seller Property (land only):	\$ 296,700.00
Assessed Value of Land/Total:	20.34%
2024 Taxes and Assessments:	\$ 25,926.21
2024 Taxes on Land and Improvements	\$ 21,126.73
2024 Taxes attributable to Land:	\$ 4,297.18
2024 Taxes attributable to Land per diem:	\$ 14.45
<u>Sale Property percent of Seller Property</u>	<u>12.84%</u>
2024 Taxes attributable to Sale Property (land) per diem:	\$ 1.85

The credit will be equal to \$1.85 multiplied by the number of days between the Closing Date and December 31, 2025. Seller will then pay the entire 2025 tax bill for the Seller Parcel.

8.2 Operating and Utility Costs. Any operating and utility costs accrued up to but not including the Closing Date shall be paid by Seller. Any such expenses which are prepaid as of the

Closing Date shall be credited to Seller. Purchaser shall be responsible to pay such expenses accruing from and subsequent to the Closing Date. Any expenses that have accrued up to the Closing Date but have not been billed to or paid by Seller as of the Closing Date shall, to the extent possible, be paid by Seller (with such payment evidenced to Purchaser) at the time of Closing, or, if not so payable, at Purchaser's option, shall be credited to Purchaser, provided that such credit shall not release Seller of the obligation to make full payment if the credit is insufficient for any reason.

8.3 Miscellaneous. All other items which are customarily prorated in transactions similar to the transaction contemplated hereunder and which are not otherwise addressed in this Agreement, will be prorated as of the Closing Date.

9. **POSSESSION.** Exclusive possession of the Property shall be given by Seller to Purchaser at the time of Closing. Except as specifically set forth herein, Purchaser shall accept the Property in the condition that the Property is in on the Effective Date.

10. **CLOSING COSTS.** Purchaser shall pay the following expenses incurred in connection with the transactions described herein: (i) all escrow and closing fees charged by the Title Company; (ii) the fee for the recording of the deed; (iii) Purchaser's legal fees and expenses; (iv) the cost to prepare the CSM; (v) the real estate transfer fee, and (vi) the premiums for any new title insurance policy or endorsement to any existing title insurance policy. Seller shall pay (i) the cost of removing all Unpermitted Matters from title; and (ii) Seller's legal fees and expenses.

11. **REAL ESTATE COMMISSIONS.** Each party represents and warrants to the other that no person or entity acting as real estate broker, finder or real estate agent brought about this Agreement. Seller agrees to and does hereby indemnify Purchaser from all loss, damage, cost, or expense (including attorneys' fees) that Purchaser may suffer as a result of any claim or action brought by any person or entity acting or allegedly acting on behalf of Seller in connection with this transaction, and Purchaser agrees to and does hereby indemnify and hold Seller harmless from all loss, damage, cost, or expense (including attorneys' fees) that Seller may suffer as a result of any claim or action brought by any person or entity acting or allegedly acting on behalf of Purchaser in connection with this transaction.

12. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Purchaser, which representations and warranties shall be true and correct as of the date hereof and the Closing Date that:

(a) Seller has full power and authority to enter into this Agreement, bind Seller and the Property to the commitments made hereunder, and convey or cause the conveyance of the Property to Purchaser.

(b) The execution, delivery and performance by Seller of this Agreement shall not constitute or cause a default or breach of any agreement or undertaking of Seller or concerning the Property.

(c) No portion of the Property has been condemned or otherwise taken by any public authority, and Seller has no knowledge that any such condemnation or taking is threatened or contemplated.

(d) There has not been any work performed or materials supplied to the Property or contracts entered into for work to be performed or materials to be supplied to the Property prior to the date hereof which has not been, or at the Closing will not be, fully paid for.

(e) To Seller's knowledge, no toxic or hazardous waste, hazardous substance, or other pollutant or contaminant is contained within or located at or under the Property, and there are no underground storage tanks currently located on the Property or Seller's Parcel. For purposes of this subsection (e), Seller's knowledge is limited to those matters set forth in the Due Diligence Documents.

13. PURCHASER'S REPRESENTATIONS AND WARRANTIES. Purchaser represents and warrants to Seller, which representations and warranties shall be true and correct as of the date hereof and the Closing Date, that:

(a) Purchaser has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) The execution of this Agreement by Purchaser is the duly authorized and legally binding action of Purchaser, and upon execution hereof, Purchaser shall be bound by and subject to the terms and provisions of this Agreement.

14. OPERATION OF PROPERTY PRIOR TO CLOSING. Seller covenants and agrees with Purchaser that after the date hereof through the Closing, Seller shall conduct its business involving the Property as follows, and during such period shall:

(a) Refrain from transferring any part of the Property or creating on the Property any easements, liens, mortgages, encumbrances, or other interests or making any change to the zoning classification of the Property; and

(b) Continue to operate, maintain, repair and replace the Property in the same manner as the Property are currently being operated.

15. CASUALTY OR CONDEMNATION.

(a) In the event, prior to the Closing, of a condemnation or other taking of the Property, or a material portion of the Property, or in the event that any type of proceeding for such a condemnation or taking is commenced prior to the Closing by any governmental body, then Seller shall immediately notify Purchaser in writing and Purchaser shall have the option to either: (i) terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser and neither party shall have any further obligations or liabilities hereunder; or (ii) proceed with the Closing, in which event (A) if the taking is consummated prior to the Closing, the Purchase Price shall be reduced by the amount of the award received by Seller as a result of the taking or (B) if the taking is not consummated prior to the Closing, Seller shall assign to Purchaser all right, title and interest in and to the condemnation proceeds and awards, and Purchaser shall have the sole

and exclusive right to negotiate, contest and settle all such eminent domain proceedings. Purchaser shall exercise its option under clause (i) or (ii) of this Section 15(a) by providing Seller with a written notice of its decision within thirty (30) days after Purchaser receives from Seller written notice of the proposed condemnation or taking, together with such additional information concerning the proposed condemnation or taking as Purchaser may reasonably request, and the Closing Date shall be extended, if necessary, to permit Purchaser to make such election within such time period.

(b) In the event of damage to the Property by casualty occurring prior to the Closing, Seller shall immediately notify Purchaser in writing, and if the cost to repair the damage exceeds the Purchase Price (as determined by an independent insurance adjuster selected by Purchaser and approved by Seller), Purchaser shall have the option to either (i) terminate this Agreement, in which event the Earnest Money, and all interest earned thereon, shall be returned to Purchaser and neither party shall have any further obligations or liabilities hereunder; or (ii) proceed with the Closing. If Purchaser is not entitled to terminate or elects not to terminate this Agreement pursuant to clause (i) above, then Seller shall pay over and assign to Purchaser all insurance proceeds payable as a result of the damage to the Property (including, without limitation, all casualty insurance proceeds, and all rent loss and business interruption insurance proceeds applicable to the period on or after the Closing Date) and, in addition thereto, shall pay to Purchaser at Closing an amount equal to all deductibles and other uninsured costs with respect to such damage.

16. **DEFAULT/REMEDY.**

16.1 Seller Default. In the event of a default by Seller in the performance or observance of any of Seller's duties or obligations herein contained, and upon the failure of Seller to cure such default within ten (10) days following written notice thereof from Purchaser, Purchaser, at its option and as its sole remedies, may either: (a) terminate this Agreement in which event the Earnest Money and all interest earned thereon shall be returned to Purchaser; or (b) be reimbursed the Earnest Money and all interest thereon, and specifically enforce this Agreement, by legal action or otherwise.

16.2 Purchaser Default. In the event of a default by Purchaser in the performance or observance of any of Purchaser's duties or obligations herein contained, and upon the failure of Purchaser to cure such default within ten (10) days following written notice thereof from Seller, Seller, may, as it Seller's exclusive remedy, terminate this Agreement and retain the Earnest Money as liquidated damages.

17. **AS-IS CONDITION.** Except as specifically set forth in Seller's representations and warranties in Section 12, above, Purchaser shall accept the Property at Closing in its then "AS-IS, WHERE IS" condition with all faults, and Purchaser shall be deemed to have released and discharged Seller from any and all claims or causes of action relating to the Property.

Purchaser acknowledges that it will have had adequate opportunity to inspect the Property, observe its physical condition and conduct such investigations and studies on or over the Property as it deems necessary, and hereby waives any and all objections to or complaints regarding the Property and its condition. Purchaser further assumes the risk of changes in applicable law and regulations relating to past, present or future environmental conditions of the Property and the risk

that adverse physical characteristics and conditions, including the presence of hazardous materials or other contaminants, may not have been revealed by its investigations.

18. **PARKING.** During the period of time between the Closing Date and the opening of the Purchaser's parking structure (projected to be late summer or early fall of 2026, Seller shall have the exclusive right to use the parking stalls identified on Exhibit B as "Temporary Bank Parking."

Once the parking structure is open for use, Seller shall have the right to use ten (10) parking stalls within the parking structure during normal business hours at no cost to Seller until Seller either sells, vacates or re-develops the remaining Seller Parcel, or fifteen (15) years after the Effective Date of this Agreement, whichever is less. The particular hours and other conditions of Seller's access to the parking structure and use of said stalls shall be as negotiated by Seller and Purchaser in a separate mutually agreed to written agreement..

19. **RESTORATION COSTS.** The sale of the Property may require certain changes to the Seller Parcel, including, but not limited to, the relocation or modification of curbs, stormwater facilities, trash enclosures, and the like. Prior to the Contingency Termination Date, Seller and Purchaser shall work to identify all improvements which may require relocation or modification, and shall prepare a plan to complete such work and allocate the cost thereof among Seller, Purchaser, and/or the City.

20. **MISCELLANEOUS.**

20.1. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (a) on the same date as the date on which such notice is delivered personally or by electronic mail, (b) on the date that is three (3) business days after the date on which such notice is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or (c) on the date that is one (1) business days after the date on which such notice is sent by overnight courier services (such as Federal Express or any other similar courier service), and, in each case, addressed as follows:

If to Purchaser:

City of De Pere
Clerk's Office
335 S. Broadway
De Pere, WI 54115

If to Seller:

Associated Bank, N.A.

or to such other address as either party may from time to time specify in a written notice to the other in accordance with the terms hereof.

20.2 Survival. The provisions of this Agreement shall not be merged into any deed or other document and shall survive Closing.

20.3 Assignment. Neither party hereto shall have the right to assign this Agreement or any right or interest hereunder to any person or entity without the other party's prior written consent.

20.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective grantees, successors and assigns.

20.5 Amendments. This Agreement may be amended or modified only by a written instrument duly authorized and executed by the party or parties intended to be bound thereby.

20.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

20.7 Section Headings. The section headings inserted in this Agreement are for convenience only and are not intended and shall not be construed to limit, enlarge or otherwise affect the scope or intent of this Agreement or the meaning of any provision hereof.

20.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

20.9 Merger of Prior Agreements. This Agreement supersedes all prior agreements and understandings, written and oral, between the parties hereto relating to the subject matter hereof, including, without limitation, any so-called letters of intent executed by one or both of the parties.

20.10 Time of Essence. Time is of the essence of this Agreement.

20.11 Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the other provisions hereof so that this Agreement is valid and enforceable to the fullest extent permitted by law.

[SIGNATURE PAGE FOLLOWS]

SELLER: ASSOCIATED BANK, N.A.

By: _____
Name: _____
Title: _____

PURCHASER: CITY OF DE PERE

By: _____
Name: Kimberly Flom
Title: City Manager

By: _____
Name: Carey Danen
Title: City Clerk

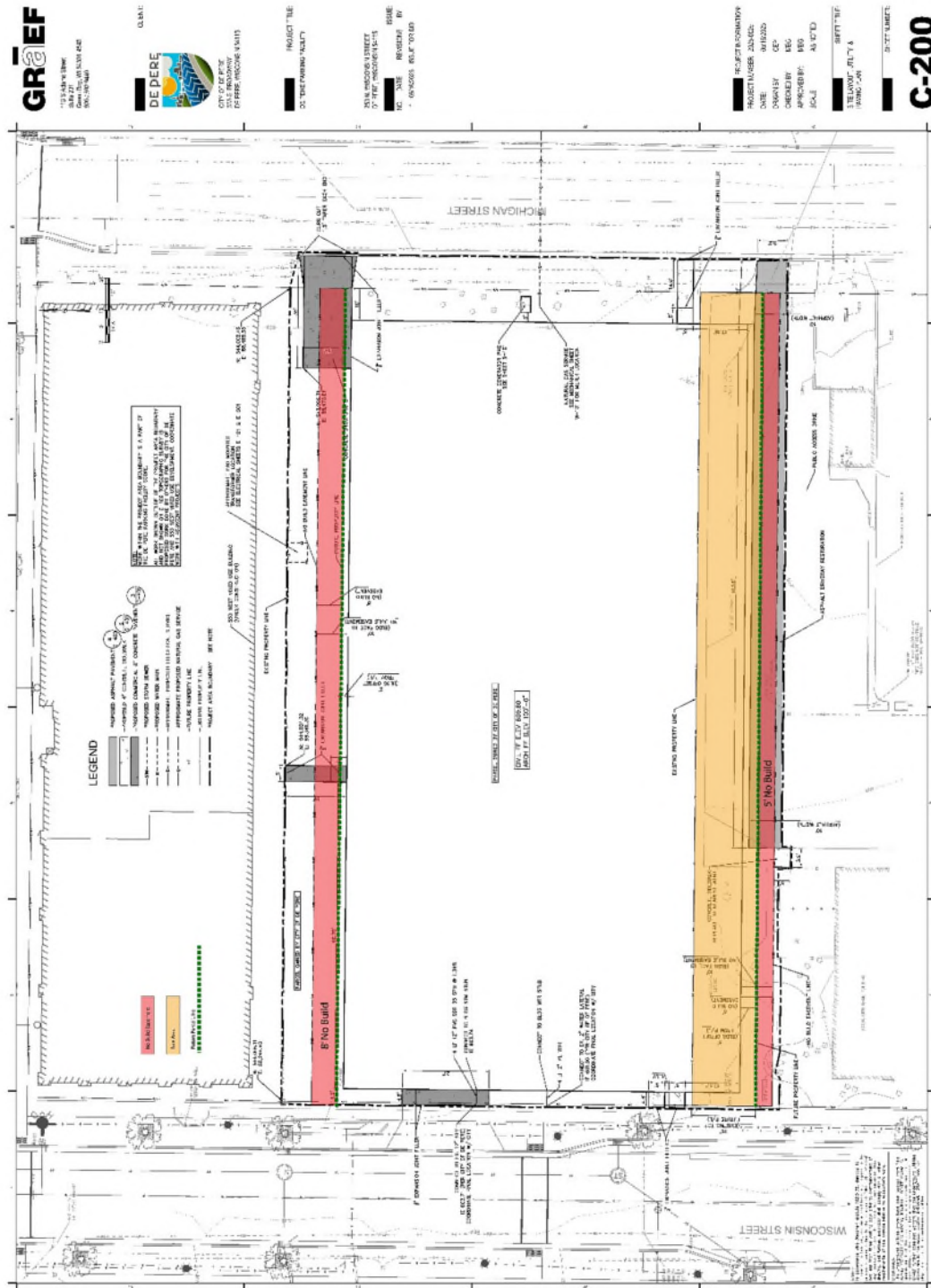
Exhibit A

Seller Parcel

TO BE ADDED AFTER REL EXHIBIT

DRAFT

[to show both the 20' strip and the Temporary Bank Parking area]





Temporary Parking Map City of De Pere

0 0.00276.0055 0.011 0.0165 0.022 Miles



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

File Path:

Data Source: City of De Pere, Brown County

EXHIBIT C

Legal Description And Map Of Restrictive Covenant

DRAFT