



# Common Council

## Regular Meeting

### Agenda

335 South Broadway  
De Pere, WI 54115  
[www.deperewi.gov](http://www.deperewi.gov)

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Tuesday, January 20, 2026

7:30 PM

Council Chambers and Virtual

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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 **January 20, 2026** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

**Electronic Meeting Access:**  
<https://www.gotomeet.me/DePere>

**Telephonic Meeting Access:**  
1 (866) 899 4679 -or- 1 (312) 757-3117  
Access Code: 154-883-285

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of the Agenda
5. Public Hearings
  - A. Public Hearing on a request for a zoning map amendment from BP-2 (Business Park 2 District with a Planned Development District Overlay) to BP-1 (Business Park 1 District with a Planned Development District Overlay) for multiple parcels at Millenium Court and Enterprise Drive.
    - i. Notice of public hearing.
    - ii. Recommendation from Plan Commission.
6. Presentations/Awards/Recognition
  - A. Presentation by NEW Water on the new pedestrian trail on the west side of the Fox River.
7. Public Comments

Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
8. Consent Agenda
  - A. Approval of the minutes of the January 6, 2026 Common Council meeting.

- B. Recommendation from the Board of Public Works to approve Project 4190-17-21 Transportation Plat and proposed Temporary Limited Easement exhibits prepared by Corre, Inc.
  - C. Recommendation from Plan Commission to approve a 3-lot certified survey map at 700 BLK Millennium CT (Parcels ED-2311, ED-2313-1, ED-2314, ED-2315).
9. New Business
- A. Recommendation from the License Committee on a request by Alycia Spangler to appear before the License Committee regarding the denial of her operator license application.
  - B. Consideration and Possible Action on approval of City purchase of WD-387-1 (Main Avenue) for \$110,000.00.
  - C. Recommendation from Finance/Personnel Committee to approve the changes to the De Pere Home Improvement Loan Program.
10. Resolutions
- A. Resolution #26-03 Approving State/Municipal Maintenance Agreement (Southbridge Connector Interchange - Interstate Highway 41).
  - B. Resolution #26-04 Approving Grant Agreement for Division of Public Health 2026 DPH Local Public Health Consolidated Contract in the amount of \$12,082.00 for Maternal Child Health and Lead Programming.
11. Ordinances
- A. Ordinance #26-02 Approving Zoning Map Amendment from BP-2, Business Park District 2 District to BP-1, Business Park 1 District (700 Block Millenium Court) and from BP-2 PDD, Business Park 2 District with a Planned Development District overlay to BP-1 PDD, Business Park 1 District with a Planned Development District overlay (701 Millenium Court) (Parcel Nos. ED-2305 through ED-2309, ED-2311 through ED-2313, ED-2313-1, ED-2314 through ED-2315, ED-3074 through ED-3089 and ED-3115 through ED-3140).
  - B. Ordinance #26-03 Amending Chapter 2 — Aldermanic Districts and Elections of the De Pere Municipal Code resulting from Territory added to City.
  - C. Ordinance #26-04 Adopting Section 10-12, De Pere Municipal Code, Creating The De Pere Youth Commission.
12. Future Agenda Items
13. Adjournment

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk's office at 920-339-4050 by noon on the previous

day so that arrangements can be made.

**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.**

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



**Request for Common Council Action**

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**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** Development Services  
**FROM:** Peter Schleinz, City Planner/Zoning Administrator  
**SUBJECT:** Public Hearing on a request for a zoning map amendment from BP-2 (Business Park 2 District with a Planned Development District Overlay) to BP-1 (Business Park 1 District with a Planned Development District Overlay) for multiple parcels at Millenium Court and Enterprise Drive.

**RECOMMENDED ACTION:**

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ATTACHMENTS:

None



**City of De Pere, Wisconsin**

5.A.i

**Request for Common Council Action**

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**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** City Clerk  
**FROM:** Carey Danen, City Clerk  
**SUBJECT:** Notice of public hearing.  
**RECOMMENDED ACTION:**

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**ATTACHMENTS:**

Public Hearing Notice\_Zoning Map Amendment\_MillenniumCt-Enterprise Dr\_1-20-26  
mtg\_Class 2

Publish: January 2, 2026, and January 9, 2026, in the Press-Times (Class 2 Notice)

## NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, January 20, 2026**, 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 properties:

**Parcels D-2305, ED-2306, ED-2307, ED-2308, ED-2309, ED-2311, ED-23-12, ED-2313, ED-2313-1, ED-2314, ED-2315**, approximately 0.0 feet west from the Millennium CT and Enterprise intersection, from BP-2 (Business Park 2 District) to BP-1 (Business Park 1 District).

**Parcels ED-3074, ED-3075, ED-3076, ED-3077, ED-3078, ED-3079, ED-3080, ED-3081, ED-3082, ED-3083, ED-3084, ED-3085, ED-3086, ED-3087, ED-3088, ED-3089, ED-3115, ED-3116, ED-3117, ED-3118, ED-3119, ED-3120, ED-3121, ED-3122, ED-3123, ED-3124, ED-3125, ED-3126, ED-3127, ED-3128, ED-3129, ED-3130, ED-3131, ED-3132, ED-3133, ED-3134, ED-3135, ED-3136, ED-3137, ED-3138, ED-3139, ED-3140**, approximately 957.3 feet southwest from the Millennium CT and Enterprise intersection, from BP-2 PDD (Business Park 2 District with a Planned Development District Overlay) to BP-1 (Business Park 1 District with a Planned Development District Overlay).

The public may attend the meeting either in person in the Council Chambers (2<sup>nd</sup> 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](mailto:pschleinz@deperewi.gov).**

Dated this 16<sup>th</sup> day of December, 2025.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd  
Mayor

Carey E. Danen  
City Clerk



City of De Pere, Wisconsin

5.A.ii

**Request for Common Council Action**

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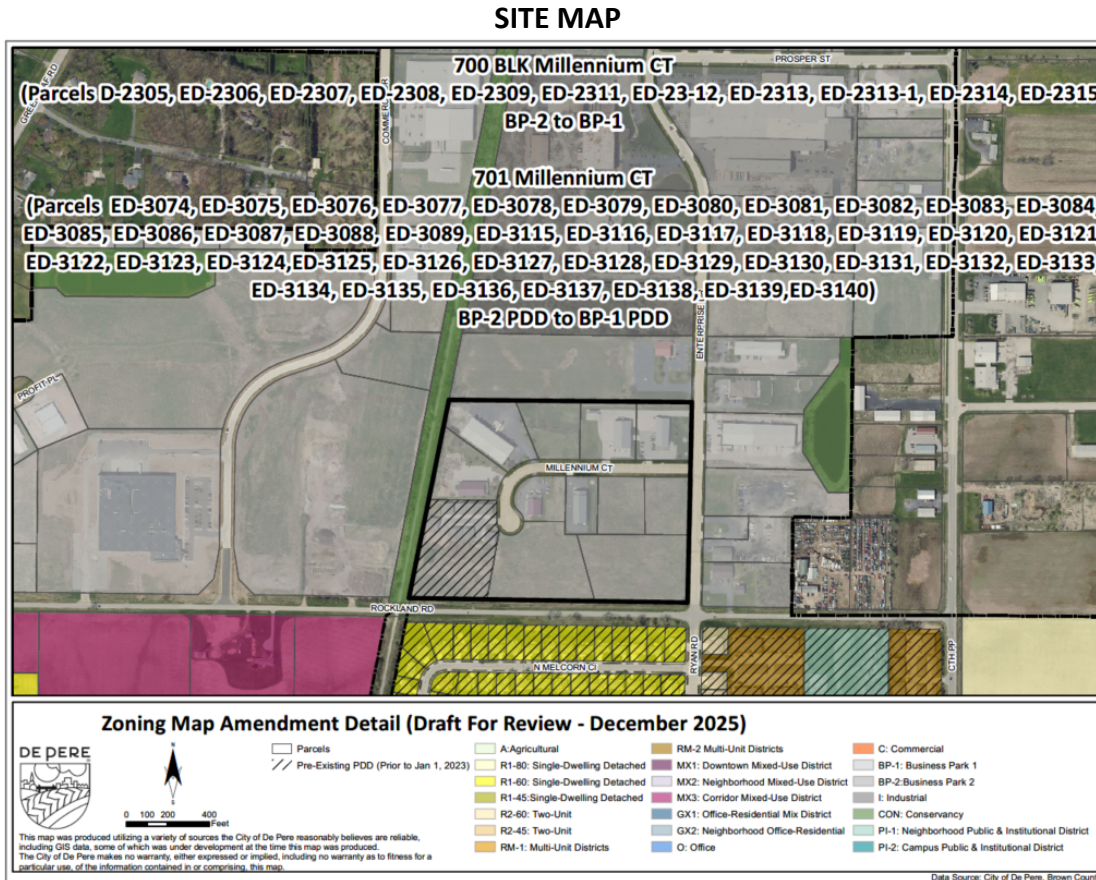
**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** Development Services  
**FROM:** Peter Schleinz, City Planner/Zoning Administrator  
**SUBJECT:** Recommendation from Plan Commission.  
**RECOMMENDED ACTION:** Motion to approve.

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On December 15, 2025, Plan Commission unanimously recommended approval by a vote of 6-0.

**ATTACHMENTS:**  
PC Report, Application and Supporting Documents - 02 Dec 2025, Zoning Map Amendment,  
Legal Description - 02 Dec 2025

Consideration and possible action for a zoning map amendment from BP-2 (Business Park 2 District) to BP-1 (Business Park 1 District) at 700 BLK Millennium CT, and from BP-2 PDD (Business Park 2 District with a Planned Development District overlay) to BP-1 (Business Park 1 District with a Planned Development District overlay ) at 701 Millennium CT (Parcels ED-2305 through ED-2315, ED-3074 through ED-3089, ED-3115 through ED-3140).\*



- REQUESTED ACTION:** Zoning Map Amendment Request from BP-2 to BP-1, and BP-2 PDD to BP-1 PDD (File ZMA 25-10).
- COMMON DESCRIPTION:** 700 BLK Millennium CT, west from the Millennium CT and Enterprise intersection.
- SURROUNDING LAND USES:** Business park (BP-2) to the north, east, and west.  
Fox River State Recreational Trail (CON) to the west.  
Residential (R1-60 PDD) and future southern bypass to the south.
- COMPREHENSIVE PLAN:** Industrial Park.
- APPLICANT / OWNERS:** Authorized Representative City of De Pere  
ATTN: Peter Schleinz  
335 S Broadway ST  
De Pere, WI 54115
- Property Owners  
Multiple.
- LAND USE HISTORY:** After a review of air photographs, the area began developing in the 1990s.

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

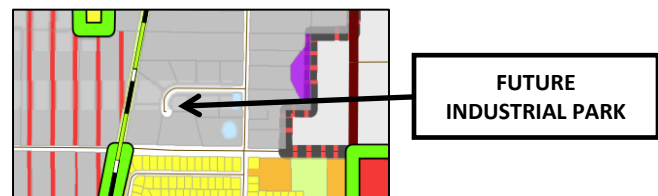
**Existing Zoning District**

The existing zoning district is BP-2, which allows for commercial and industrial uses. The proposed zoning map amendment references a change to BP-1. The BP-1 District is a better match for the existing uses and lot sizes that are found on Millennium CT. BP-1 also allows for the development of 1-1.5 acre lot sizes, similar to what is found on Millennium CT.

**Surrounding Land Uses**

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

**CLIP FROM FUTURE LAND USE MAP**



**Desired Development Patterns**

The City's desired development pattern is shown in the Comprehensive Plan as a future Industrial Park. The permitted uses and conditional uses for the BP-1 District are in Zoning Ordinance Article VII and summarized in Table 7-1.

There is a proposed development for a Commercial Service - Other Service use (plumbing) on a vacant lot in the area. The existing zoning district prohibits the development of a smaller 1-1.5 acre lot for the proposed development.

**NEIGHBOR OUTREACH:** The publishing of a Class II public notice and public hearing is required for a zoning map amendment. Property owners within 300 feet of the proposed zoning map amendment were notified by mail and a sign was placed on the site prior to the Plan Commission meeting. Staff answered two inquiries related to property taxes at 701 Millennium CT and adjacent parcels not changing from BP-2. No other inquiries were made at the time this report was written. The public hearing is tentatively scheduled for the January 6, 2026, Common Council meeting.

**STAFF RECOMMENDATION:** Staff recommends APPROVAL of the request for a zoning map amendment from BP-2 (Business Park 2 District) to BP-1 (Business Park 1 District) at 700 BLK Millennium CT, and from BP-2 PDD (Business Park 2 District with a Planned Development District overlay) to BP-1 (Business Park 1 District with a Planned Development District overlay ) at 701 Millennium CT. 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:

Dec 2, 2025, 04:19PM EST

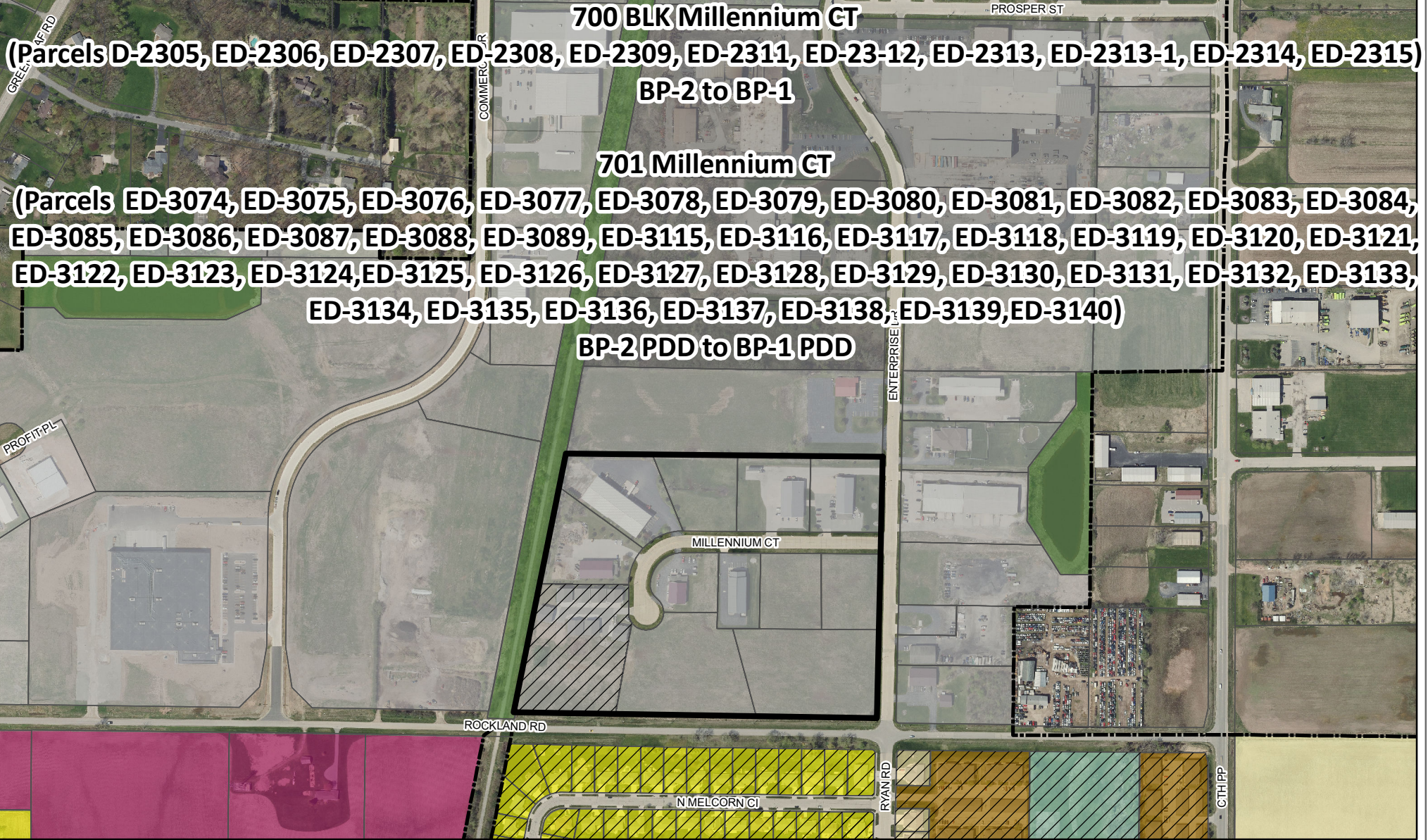
## Planning & Zoning Department

<b>Parcel Number: (Include ALL parcels)</b>	ED-2305, ED-2306, ED-2307, ED-2308, ED-2309, ED-2311, ED-23-12, ED-2313, ED-2313-1, ED-2314, ED-2315, ED-3074, ED-3075, ED-3076, ED-3077, ED-3078, ED-3079, ED-3080, ED-3081, ED-3082, ED-3083, ED-3084, ED-3085, ED-3086, ED-3087, ED-3088, ED-3089, ED-3115, ED-3116, ED-3117, ED-3118, ED-3119, ED-3120, ED-3121, ED-3122, ED-3123, ED-3124, ED-3125, ED-3126, ED-3127, ED-3128, ED-3129, ED-3130, ED-3131, ED-3132, ED-3133, ED-3134, ED-3135, ED-3136, ED-3137, ED-3138, ED-3139, ED-3140
<b>Nearest property address to the project site:</b>	<b>Street Address:</b> 700 BLK Millennium CT <b>City:</b> Green Bay <b>State:</b> WI <b>Zip:</b> 54115
<b>Check each project type that is being applied for:</b>	Zoning Map Amendment (Rezoning)
<b>Current De Pere Zoning Districts:</b>	BP-2
<b>Existing Site Land Uses:</b>	Undeveloped/Vacant/Agricultural Business Park/Industrial
<b>Proposed Site Land Uses:</b>	Undeveloped/Vacant/Agricultural Business Park/Industrial
<b>Does the project comply with the Comprehensive Plan?</b>	Yes
<b>Has City Staff been contacted for a pre-consultation meeting?</b>	Yes
<b>Property Owner:</b>	<b>First Name:</b> City of De Pere <b>Last Name:</b> City of De Pere
<b>Is the property owner's address the same as the nearest property address?</b>	No
<b>Property Owner's Address:</b>	<b>Street Address:</b> 335 S Broadway ST <b>City:</b> De Pere <b>State:</b> WI <b>Zip:</b> 54115
<b>Property Owner's Phone Number:</b>	920-339-4043
<b>Property Owner's Email Address:</b>	pschleinz@deperewi.gov
<b>Is someone processing the project for the property owner as their authorized representative?</b>	Yes

<b>Authorized Representative's Name:</b>	<b>First Name:</b> Peter <b>Last Name:</b> Schleinz
<b>Authorized Representative's Business Name:</b>	City of De Pere
<b>Authorized Representative's Address:</b>	<b>Street Address:</b> 335 S Broadway ST <b>City:</b> De Pere <b>State:</b> WI <b>Zip:</b> 54115
<b>Authorized Representative's Phone Number:</b>	920-339-4043
<b>Authorized Representative's Email Address:</b>	pschleinz@deperewi.gov
<b>Please attach an EXHIBIT MAP with the zoning boundary.</b>	Zoning Map Amendment.rtf
<b>Please attach a WORD DOCUMENT with the boundary legal description.</b>	Zoning Map Amendment.rtf
<b>How do you plan on paying for your application?</b>	City is the petitioner
<b>Total Due:</b>	\$350.00

<b>Signature Data</b>	<p>First Name: Peter Last Name: Schleinz Email Address: pschleinz@deperewi.gov</p> <p style="text-align: center;"><i>Peter Schleinz</i></p> <p>Signed at: December 2, 2025 3:49pm America/New_York</p>
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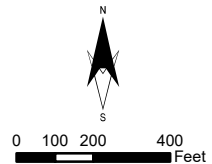
<b>User's Session Information</b>	IP Address: 216.56.64.34 Referrer URL:
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**700 BLK Millennium CT**  
 (Parcels D-2305, ED-2306, ED-2307, ED-2308, ED-2309, ED-2311, ED-23-12, ED-2313, ED-2313-1, ED-2314, ED-2315)  
 BP-2 to BP-1

**701 Millennium CT**  
 (Parcels ED-3074, ED-3075, ED-3076, ED-3077, ED-3078, ED-3079, ED-3080, ED-3081, ED-3082, ED-3083, ED-3084, ED-3085, ED-3086, ED-3087, ED-3088, ED-3089, ED-3115, ED-3116, ED-3117, ED-3118, ED-3119, ED-3120, ED-3121, ED-3122, ED-3123, ED-3124, ED-3125, ED-3126, ED-3127, ED-3128, ED-3129, ED-3130, ED-3131, ED-3132, ED-3133, ED-3134, ED-3135, ED-3136, ED-3137, ED-3138, ED-3139, ED-3140)  
 BP-2 PDD to BP-1 PDD

### Zoning Map Amendment Detail (Draft For Review - December 2025)



- |  |   |   |   |
|--|---|---|---|
| <ul style="list-style-type: none"> <li> Parcels</li> <li> Pre-Existing PDD (Prior to Jan 1, 2023)</li> </ul> | <ul style="list-style-type: none"> <li> A: Agricultural</li> <li> R1-80: Single-Dwelling Detached</li> <li> R1-60: Single-Dwelling Detached</li> <li> R1-45: Single-Dwelling Detached</li> <li> R2-60: Two-Unit</li> <li> R2-45: Two-Unit</li> <li> RM-1: Multi-Unit Districts</li> </ul> | <ul style="list-style-type: none"> <li> RM-2 Multi-Unit Districts</li> <li> MX1: Downtown Mixed-Use District</li> <li> MX2: Neighborhood Mixed-Use District</li> <li> MX3: Corridor Mixed-Use District</li> <li> GX1: Office-Residential Mix District</li> <li> GX2: Neighborhood Office-Residential</li> <li> O: Office</li> </ul> | <ul style="list-style-type: none"> <li> C: Commercial</li> <li> BP-1: Business Park 1</li> <li> BP-2: Business Park 2</li> <li> I: Industrial</li> <li> CON: Conservancy</li> <li> PI-1: Neighborhood Public &amp; Institutional District</li> <li> PI-2: Campus Public &amp; Institutional District</li> </ul> |
|--|---|---|---|

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.



**Parcels ED-2305, ED-2306, ED-2307, ED-2308, ED-2309, ED-2311, ED-2312, ED-2315**

East Side Industrial Park Second Addition Lots 18-22, 24, part of 25 and Lot 28, part of Lot 3, Brown County Doc. 1701384, East Side Industrial Park, located in the southeast ¼ of the southwest ¼ and in the southwest ¼ of the southwest ¼ of Section 34, T23-R20E, City of De Pere, Brown County, Wisconsin.

**Parcel ED-2313**

Lot 1 of 58 CSM 336 Map 8365, Brown County Doc. 2645522, being part of Lots 24, 25 & 26 of East Side Industrial Park Second Addition, Brown County Doc. 1701384, located in part of the southeast ¼ of the southwest ¼ and in the southwest ¼ of the southwest ¼ of Section 34, T23-R20E, City of De Pere, Brown County, Wisconsin.

**Parcels ED-2313, ED-2313-1, ED-2314**

Lot 1 of 59 CSM336 Map 9192, Brown County Doc. 2645522, being part of Lot 26 and all of Lot 27 of East Side Industrial Park Second Addition, Brown County Doc. 1701384, all located in part of the southeast ¼ of the southwest ¼ and in the southwest ¼ of the southwest ¼ of Section 34, T23-R20E, City of De Pere, Brown County, Wisconsin.

**Parcels ED-3074, ED-3075, ED-3076, ED-3077, ED-3078, ED-3079, ED-3080, ED-3081, ED-3082, ED-3083, ED-3084, ED-3085, ED-3086, ED-3087, ED-3088, ED-3089, ED-3115, ED-3116, ED-3117, ED-3118, ED-3119, ED-3120, ED-3121, ED-3122, ED-3123, ED-3124, ED-3125, ED-3126, ED-3127, ED-3128, ED-3129, ED-3130, ED-3131, ED-3132, ED-3133, ED-3134, ED-3135, ED-3136, ED-3137, ED-3138, ED-3139, ED-3140**

Storage Shop USA-East De Pere Condominium Units 1-42 together w/ undivided interest in common elements etc. in Brown County Doc. 2850781 including any amendments and addendums located in the southeast ¼ of the southwest ¼ and in the southwest ¼ of the southwest ¼ of Section 34, T23-R20E, City of De Pere, Brown County, Wisconsin.



**City of De Pere, Wisconsin**

**6.A**

**Request for Common Council Action**

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**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** Public Works  
**FROM:** Scott Thoresen, Public Works Director  
**SUBJECT:** Presentation by NEW Water on the new pedestrian trail on the west side of the Fox River.  
**RECOMMENDED ACTION:**

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**ATTACHMENTS:**  
De Pere City Council 1-2026



# NEW Water's De Pere Facility & Brown County's Public Trail

*Presentation to City of De Pere Common Council*

Nathan Qualls, P.E., Executive Director

January 20, 2026

# Agenda

- Who is NEW Water
- Brown County public trail – update
- Public access & impacts
- Next steps
- Questions



*Our vision:  
Protecting our most  
valuable resource, water*

# *Who is NEW Water?*

*NEW Water, is the brand of the Green Bay Metropolitan Sewerage District*

*Public utility providing wastewater conveyance and treatment services for 15 municipalities in Northeast Wisconsin*

*City of Green Bay*

*City of De Pere*

*Village of Allouez*

*Village of Ashwaubenon*

*Village of Bellevue*

*Village of Hobart*

*Village of Howard*

*Village of Luxemburg*

*Village of Pulaski*

*Village of Suamico*

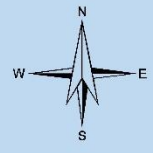
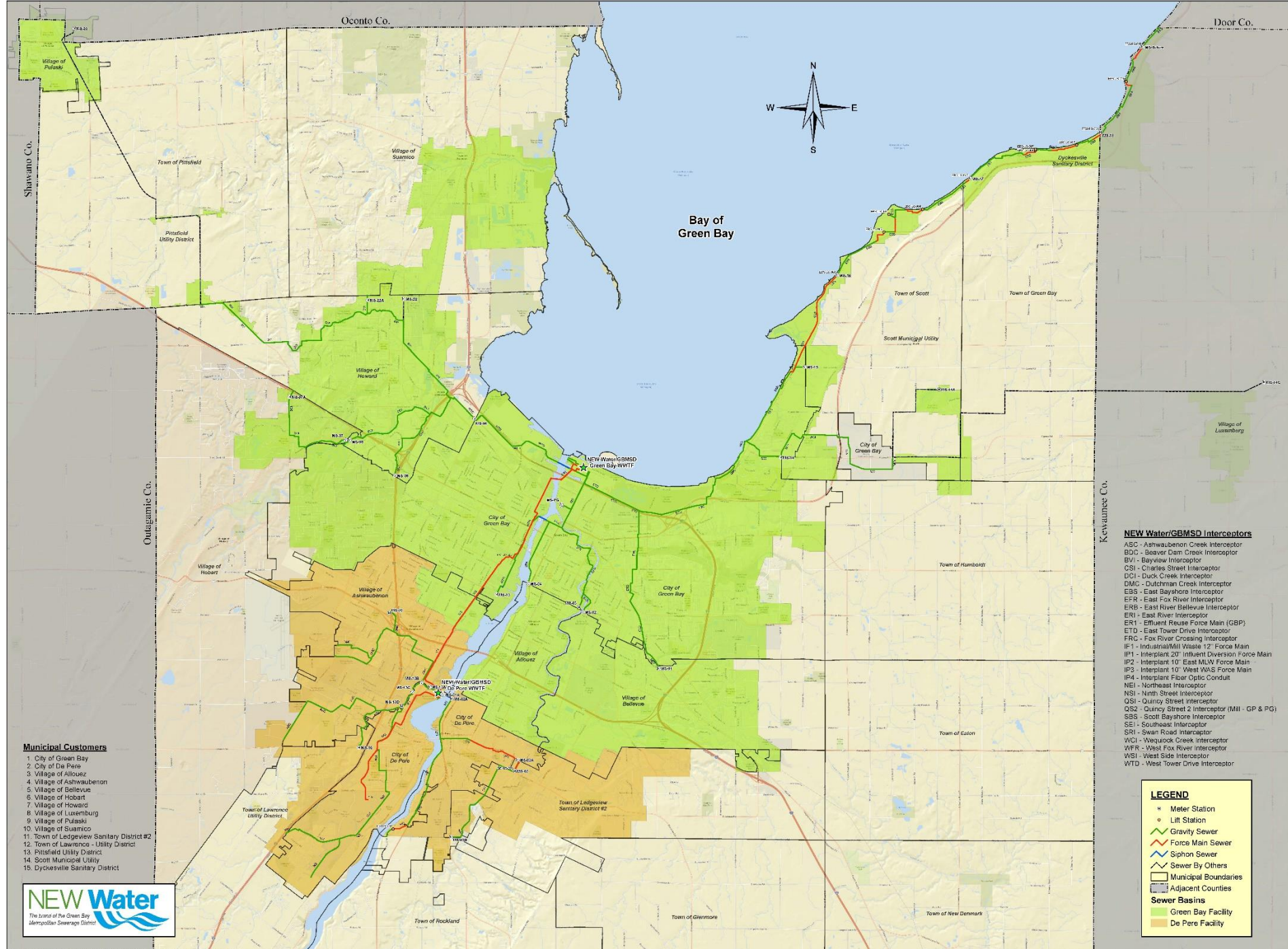
*Town of Ledgeview Sanitary District #2*

*Town of Lawrence – Utility District*

*Pittsfield Utility District*

*Scott Municipal Utility*

*Dyckesville Sanitary District*



- Municipal Customers**
1. City of Green Bay
  2. City of De Pere
  3. Village of Allouez
  4. Village of Ashwaubenon
  5. Village of Bellevue
  6. Village of Hobart
  7. Village of Howard
  8. Village of Luxemburg
  9. Village of Pulaski
  10. Village of Suamico
  11. Town of Ledgewood Sanitary District #2
  12. Town of Lawrence - Utility District
  13. Pittsfield Utility District
  14. Scott Municipal Utility
  15. Dyckesville Sanitary District



Date: January 2021 File: R:\GIS\20230141 Interceptor Map Motor-Lift Sta 9.aprx Bas no 2023.apr

- NEW Water/GBMSD Interceptors**
- ABC - Ashwaubenon Creek Interceptor
  - BDC - Beaver Dam Creek Interceptor
  - BVI - Bayview Interceptor
  - CSI - Charles Street Interceptor
  - DCCI - Duck Creek Interceptor
  - DMC - Dutchman Creek Interceptor
  - EBB - East Bayshore Interceptor
  - EFR - East Fox River Interceptor
  - ERB - East River Bellevue Interceptor
  - ERI - East River Interceptor
  - ER1 - Effluent Reuse Force Main (GBP)
  - ETD - East Tower Drive Interceptor
  - FRC - Fox River Crossing Interceptor
  - IF-1 - Industrial/MHI Waste 12" Force Main
  - IF1 - Interplant 20" Influent Diversion Force Main
  - IP2 - Interplant 10" East MLSS Force Main
  - IP3 - Interplant 10" West WAS Force Main
  - IP4 - Interplant Fibar Optic Conduit
  - NEI - Northeast Interceptor
  - NSI - Ninth Street Interceptor
  - QSI - Quincy Street Interceptor
  - QSI2 - Quincy Street 2 Interceptor (MII - GP & PG)
  - SBS - Scott Bayshore Interceptor
  - SEI - Southeast Interceptor
  - SRI - Swan Road Interceptor
  - WCI - Waquesnois Creek Interceptor
  - WFR - West Fox River Interceptor
  - WSI - West Side Interceptor
  - WTD - West Tower Drive Interceptor

**LEGEND**

- Meter Station
- Lift Station
- Gravity Sewer
- Force Main Sewer
- Siphon Sewer
- Sewer By Others
- Municipal Boundaries
- Adjacent Counties
- Sewer Basins**
- Green Bay Facility
- De Pere Facility



**Serving the families, businesses, industries,  
and visitors to Northeast Wisconsin**

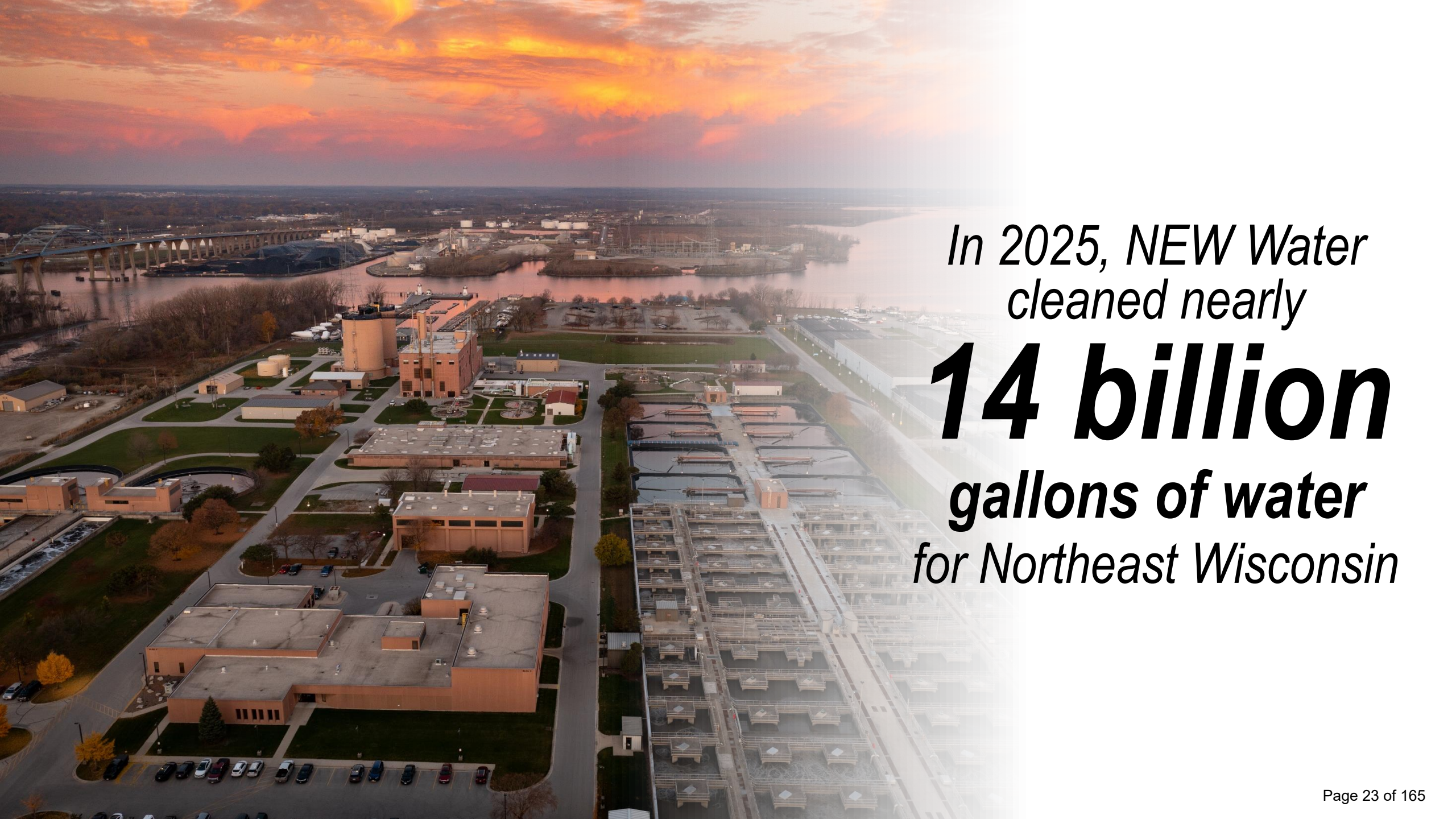


*NEW Water staff work around the clock so that your residents can do laundry, flush the toilet, and run their businesses whenever they want.*

*Shared community service;  
shared cost*



*Supports  
residential growth &  
economic development*



*In 2025, NEW Water  
cleaned nearly*  
**14 billion**  
*gallons of water  
for Northeast Wisconsin*



*De Pere Facility*

*Brown County's new public trail scheduled to open in 2026*



GREEN BAY  
METROPOLITAN  
SEWERAGE  
DISTRICT

**LEGEND**

Parcel Boundary 

Proposed Trail 

# Public Access & Impacts





# Next Steps

- Ongoing discussions, engagement, and planning with County, City, and Industrial Partners
- Invitation to tour De Pere Facility for City of De Pere Staff & Elected Officials



# Thank you! Questions?

***Stay tuned to NEW Water news!***  
*Sign up for our E-newsletter, follow us on social media, get in touch*  
[www.newwater.us](http://www.newwater.us)





**City of De Pere, Wisconsin**

**8.A**

**Request for Common Council Action**

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**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** City Clerk  
**FROM:** Carey Danen, City Clerk  
**SUBJECT:** Approval of the minutes of the January 6, 2026 Common Council meeting.  
**RECOMMENDED ACTION:** Motion to approve.

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**ATTACHMENTS:**  
1-6-26 Common Council minutes\_draft



# Common Council

## Regular Meeting

### Draft Minutes

335 South Broadway  
De Pere, WI 54115  
[www.deperewi.gov](http://www.deperewi.gov)

Tuesday, January 6, 2026

7:30 PM

Council Chambers/Virtual

#### I. Call to Order

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

##### 1. Roll Call.

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

##### 2. Pledge of Allegiance.

##### 3. Approval of the minutes of the December 16, 2025 Common Council meeting.

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

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

None.

##### 5. Consideration and possible action on Termination of Agreement with MSA Professional Services, Inc.

City Manager Kim Flom reported that while staff does not spend a lot of time proactively searching for grants, the City does get notified about many grant opportunities. If a potential grant is identified that would require a substantial amount of work, the consultant could be hired to do that specific project. Discussion followed.

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

##### 6. Ordinance #26-01 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations.

<b>RESULT:</b>	<b>ADOPTED BY ROLL CALL VOTE [UNANIMOUS]</b>
<b>MOVER:</b>	Casey Nelson
<b>SECONDER:</b>	Dan Carpenter

<b>AYES:</b>	Dan Carpenter, Mike Eserkahn, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd
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7. Resolution #26-01 Authorizing 2026 Brown County Intergovernmental Agreement (Election Tabulation Equipment).

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

8. Resolution #26-02 Ratifying and accepting a grant from Wisconsin Department of Natural Resources Urban Nonpoint Source & Storm Water Program.

\$31,000 matching grant

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

9. Introduction of proposed new consent agenda format.

City Manager Kim Flom explained that she and the mayor will review each draft agenda to identify items that will be placed in the consent agenda section. Council members can remove items from consent by majority vote if they wish to discuss. Alderperson Kunding suggested adding a disclaimer to the agenda heading that virtual attendance instructions can be found on the back page; she also asked if it would be an option to add jump links to individual agenda items, and/or list packet page numbers. Staff will investigate these options. Discussion followed regarding different ways that Council could acknowledge donors. The Presentation/Awards section will be expanded to include Recognition.

II. Future Agenda Items

None.

II. Adjournment

Mayor Boyd moved, seconded by Alderperson Nelson to adjourn the meeting at 7:54 PM. Upon vote, motion carried unanimously.

Respectfully submitted,  
Carey Danen, City Clerk



**Request for Common Council Action**

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**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** Public Works  
**FROM:** Eric Rakers, City Engineer  
**SUBJECT:** Recommendation from the Board of Public Works to approve Project 4190-17-21 Transportation Plat and proposed Temporary Limited Easement exhibits prepared by Corre, Inc.  
**RECOMMENDED ACTION:** Board of Public Works recommends the Council approve this plat.

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Board of Public Works at the January 12, 2026 meeting recommended approval of Project 4190-17-21 Transportation Plat. The motion passed unanimously with 4-0 vote.

**ATTACHMENTS:**

2026 0112 CI\_BOPW\_Real Estate Plat, 4190-17-00\_71\_72 SMFA Revision 3, TPP\_4190-17-00\_STH 32, 4190-17-00\_STH 32\_TLE Exhibits

# CITY OF DE PERE MEMO



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

RE: **Consideration and possible action on Approval of Project 4190-17-21 Transportation Plat\***

The City has entered into a State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation (WisDOT) for pavement replacement on STH 32 (Main Avenue and Reid Street) from Eighth Street to Third Street under Project ID 4190-17-00/21/54/71/72. SMFA Revision #3 was signed by the City on September 17, 2025, and by WisDOT on September 29, 2025, and has been included in the packet. Under the Terms and Conditions of the agreement, the City is responsible for acquiring right-of-way required by the project and eligible for 100% reimbursement. Specifically, Item 8.b. states:

*“Project ID 4190-17-21, Real Estate: Acquisition of any necessary right-of-way within Connecting Highway limits is the responsibility of the Municipality. Right-of-way required for the project should be purchased by the municipality and may be eligible for up to 100% WisDOT participation and must be acquired in the municipality’s name. Real estate required for parking lanes is not eligible.”*

The City has a contract with Corre Inc. for acquiring right-of way for the project.

The next step in the process is for the City to approve the transportation plat for acquiring the right of way for the project. This information will be used by Corre Inc. to negotiate right-of-way acquisition.

**Recommendation:**

Staff recommend approval of the attached Transportation Plat 4190-17-21 and associated TLE exhibits.

**Attachments:**

4190-17-00_71_72 SMFA Revision 3	(PDF)
TPP_4190-17-00_STH 32	(PDF)
4190-17-00_STH32_TLE Exhibits	(PDF)



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

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

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

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:**

The existing facility is a connecting highway.

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

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

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

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

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

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

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

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

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

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

**TABLE 1: SUMMARY OF COSTS**

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

**Total Cost Distribution** \$ 16,000,000 \$ 13,088,073 \$ 2,911,927



1. Estimates include construction engineering.

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

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

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

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

Signed for and in behalf of the <b>City of De Pere</b> (please sign in blue ink)	
Name <b>Kimberly T. Flom</b>	Title <b>City Manager</b>
Signature 	Date <b>9/17/2025</b>
Signed for and in behalf of the <b>State</b>	
Name <b>Scott A. Nelson, P.E.</b>	Title <b>NE Region Systems, Planning, and Operations Manager</b>
Signature 	Date <b>09/29/2025</b>

**TERMS AND CONDITIONS:**

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

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

(a) Project ID 4190-17-00, Preliminary Engineering: The Municipality will be responsible for 25% of the design for the anticipated pavement replacement and pavement preservation projects. Any additional work per the request of the Municipality will be funded by the Municipality.

(b) Project ID 4190-17-21, Real Estate: Acquisition of any necessary right-of-way within Connecting Highway limits is the responsibility of the Municipality. Right-of-way required for the project should be purchased by the municipality and may be eligible for up to 100% WisDOT participation and must be acquired in the municipality's name. Real estate required for parking lanes is not eligible.

i) The State will reimburse the Municipality for real estate and all eligible acquisition costs necessitated by the roadway construction if the real estate is being acquired where roadway improvements are needed.

ii) It shall be the responsibility of the Municipality to provide all payments necessary for acquisition and relocation benefits. The Municipality will be given reimbursement for the approved real estate costs of the project based on the project cost share. Reimbursement can be submitted quarterly with payment requests in the amount of \$250,000 or greater, up to the final payment. Final payment may be less than \$250,000. Or the Municipality can make one submission for the whole project after real estate acquisition is complete. Approved real estate costs are those actual costs appropriately documented by the Municipality, and further approved by the Department for reimbursement. All eligible reimbursements must be submitted to the State for approval and payment no later than six (6) months after the real estate acquisition is complete.

iii) When State or Federal dollars are to be used to reimburse the Municipality for any real estate acquisitions or relocations related costs, all real estate activities are subject to reviews and approvals by the State. Required State reviews and approvals are identified in the Local Public Agency manual.

iv) All municipal lands, owned by the City of De Pere, required for this improvement project shall be dedicated/donated as right-of-way by specific resolution of the municipal governing body at no cost to the State. Exceptions to this dedication are those lands held by the Municipality under 4F and 6F Park lands, which will follow standard acquisition process.

v) Real Estate Remnant Parcels: Any remnant properties created by partial acquisitions and acquired as part of this public improvement project, or any additional lands deemed unnecessary for the project will be acquired by the City of De Pere. Title to any such remnant parcels to remain the name of the City of De Pere.

vi) Consultant real estate contractors engaged by Municipality to deliver real estate services must be members in good standing of the State approved roster of approved consultants. No substitutions shall be permitted without prior written consent of the State.

vii) The Municipality shall bear, at Municipality expense, all costs of litigation arising out of the acquisition of the real estate for the Project. The Municipality may qualify for reimbursement for some of the litigation expenses if it follows the procedures set forth in Chapter 7 of the LP RE Manual.

(c) Project ID 4190-17-54, Railroad (Xing ID 180072X – Shared-Use Path Crossing): Railroad signal and fence improvements at shared-use path crossing are to be funded with 50% State/Federal funding and 50% local funding, with no maximum, limited to scope of work items shown below. The municipality or Railroad company, as determined by applicable state statutes or other agreements, shall be responsible for the energy, operation, maintenance, and all other improvements or alterations not included below, or that take place before or after the project within the specified limits of the shared-use path. The railroad crossing surface replacement at Crossing ID 180072X is proposed to be funded at 100% railroad costs following applicable

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRANSPORTATION PROJECT PLAT NO: 4190-17-21-4.01**

PART OF LOT 1, CERTIFIED SURVEY MAP NUMBER 8187, VOL. 57, PG. 94 DOCUMENT NO. 2556558; PART OF LOT 1, CERTIFIED SURVEY MAP NUMBER 9637, DOCUMENT NO. 3039042; PART OF LOT 23, BLOCK 16 IN THE PLAT OF DE PERE COMPANY'S ADDITION, ALL BEING LOCATED IN PRIVATE CLAIM NO. 28 W.S.F.R.; PART OF LOT 2, CERTIFIED SURVEY MAP NUMBER 1244, VOL. 4, PG. 505 DOCUMENT NO. 782852; PART OF LOT 1, CERTIFIED SURVEY MAP NUMBER 8970, VOL. 63, PG. 672 DOCUMENT NO. 2837638; PART OF MAIN AVENUE BUSINESS CENTRE CONDOMINIUMS, ALL BEING LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R.; IN CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

RELOCATION ORDER STH 32 3RD STREET - 8TH STREET CITY OF DE PERE BROWN COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF DE PERE DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE NAMED PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SUBSECTIONS 66.22 AND 62.23 (10) WISCONSIN STATUTES, THE CITY OF DE PERE HEREBY ORDERS THAT:

- THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE NAMED PROJECT.
- THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF DE PERE FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF DE PERE, PURSUANT TO THE PROVISIONS OF SUBSECTION 62.22 (1), WISCONSIN STATUTES.

**SCHEDULE OF LANDS AND INTERESTS REQUIRED**

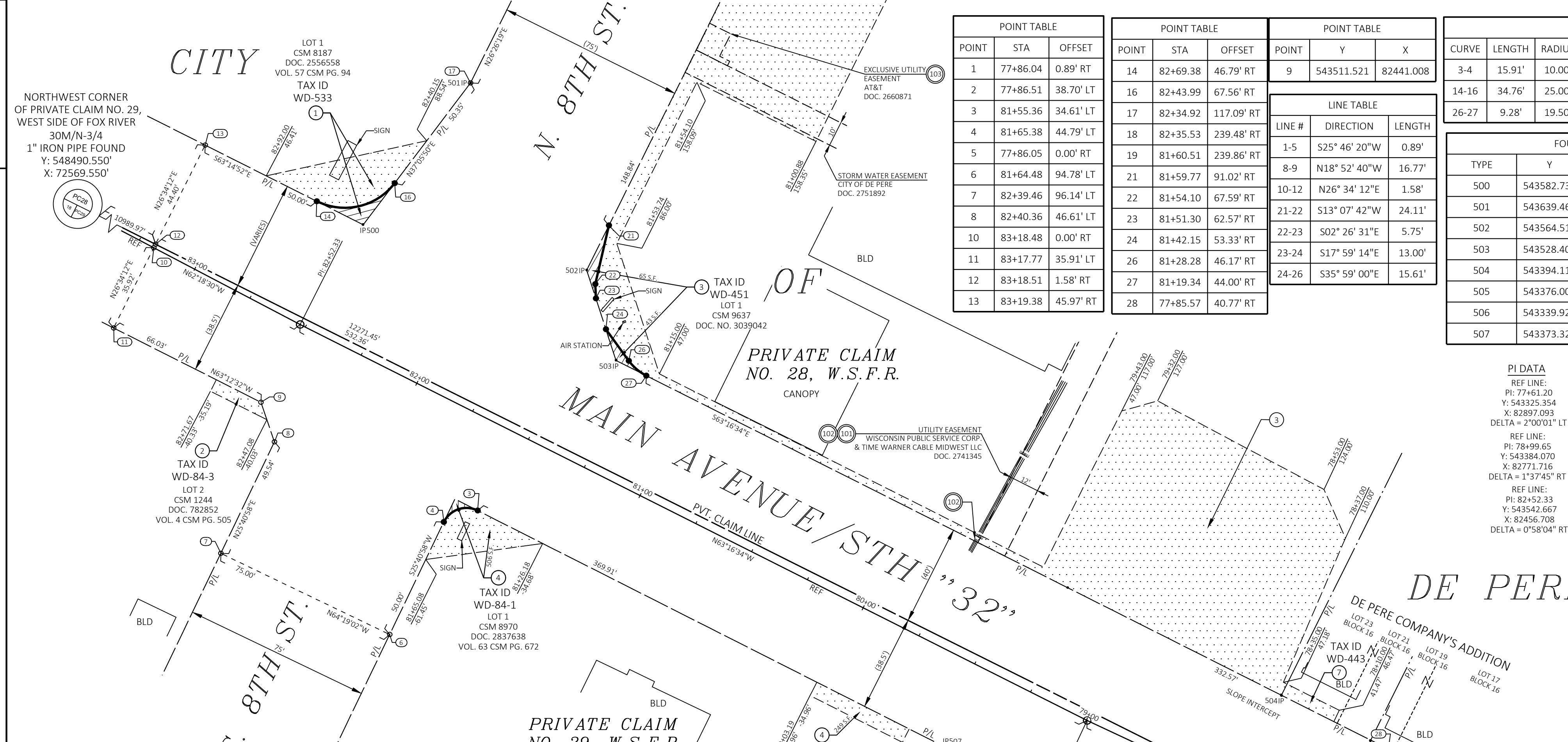
PARCEL NUMBER	OWNER(S)	INTEREST(S)			FEE R/W AREA REQUIRED - SF			TLE SF
		REQUIRED	NEW	EXISTING	TOTAL	REQUIRED		
1	GF ENTERPRISES, LLC	FEE, TLE	87	-	87	815		
2	PARK PLACE HOLDINGS, LLC	TLE	-	-	-	116		
3	KWIK TRIP, INC.	FEE, TLE	108	-	108	14868		
4	ASSOCIATED BANK, NATIONAL ASSOCIATION	FEE, TLE	23	-	23	755		
6	MAIN AVENUE BUSINESS CENTRE CONDOMINIUMS ASSOCIATION	TLE	-	-	-	162		
7	KEITH J. BRUNETTE	TLE	-	-	-	117		

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

**UTILITY INTERESTS REQUIRED**

UTILITY NUMBER	UTILITY OWNERS	INTERESTS REQUIRED	EASEMENTS
101	SPECTRUM	RELEASE OF RIGHTS	DOC. 2741345 - PAR. 3
102	WISCONSIN PUBLIC SERVICE (ELECTRIC)	RELEASE OF RIGHTS	DOC. 2741345 - PAR. 3 NO EASEMENT OF RECORD - PAR. 3
103	AT&T	RELEASE OF RIGHTS	DOC. 2660871

POINT TABLE			POINT TABLE			POINT TABLE			CURVE TABLE																																													
POINT	STA	OFFSET	POINT	STA	OFFSET	POINT	Y	X	CURVE	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING																																								
1	77+86.04	0.89' RT	14	82+69.38	46.79' RT	9	543511.521	82441.008	3-4	15.91'	10.00'	91°10'30"	14.29'	571° 16' 13"W																																								
2	77+86.51	38.70' LT	16	82+43.99	67.56' RT	10-12			14-16	34.76'	25.00'	79°39'17"	32.02'	N76° 55' 29"E																																								
3	81+55.36	34.61' LT	17	82+34.92	117.09' RT	26-27			26-27	9.28'	19.50'	27°16'01"	9.19'	S49° 38' 34"E																																								
4	81+65.38	44.79' LT	18	82+35.53	239.48' RT	<table border="1"> <thead> <tr> <th colspan="4">FOUND MONUMENT TABLE</th> </tr> <tr> <th>TYPE</th> <th>Y</th> <th>X</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>500</td> <td>543582.735</td> <td>82481.865'</td> <td>1" IRON PIPE</td> </tr> <tr> <td>501</td> <td>543639.463</td> <td>82524.918'</td> <td>1" IRON PIPE</td> </tr> <tr> <td>502</td> <td>543564.513</td> <td>82571.417'</td> <td>1" IRON PIPE</td> </tr> <tr> <td>503</td> <td>543528.402</td> <td>82583.145'</td> <td>1" IRON PIPE</td> </tr> <tr> <td>504</td> <td>543394.116</td> <td>82849.521'</td> <td>1" IRON PIPE WITH CAP</td> </tr> <tr> <td>505</td> <td>543376.002</td> <td>82885.129'</td> <td>1" IRON PIPE/PINCH TOP</td> </tr> <tr> <td>506</td> <td>543339.924</td> <td>82781.953'</td> <td>1" IRON PIPE</td> </tr> <tr> <td>507</td> <td>543373.327</td> <td>82715.138'</td> <td>1" IRON PIPE</td> </tr> </tbody> </table>									FOUND MONUMENT TABLE				TYPE	Y	X	DESCRIPTION	500	543582.735	82481.865'	1" IRON PIPE	501	543639.463	82524.918'	1" IRON PIPE	502	543564.513	82571.417'	1" IRON PIPE	503	543528.402	82583.145'	1" IRON PIPE	504	543394.116	82849.521'	1" IRON PIPE WITH CAP	505	543376.002	82885.129'	1" IRON PIPE/PINCH TOP	506	543339.924	82781.953'	1" IRON PIPE	507	543373.327	82715.138'	1" IRON PIPE
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5	77+86.05	0.00' RT	19	81+60.51	239.86' RT										LINE TABLE																																							
6	81+64.48	94.78' LT	21	81+59.77	91.02' RT										1-5	S25° 46' 20"W	0.89'																																					
7	82+39.46	96.14' LT	22	81+54.10	67.59' RT	8-9	N18° 52' 40"W	16.77'																																														
8	82+40.36	46.61' LT	23	81+51.30	62.57' RT	10-12	N26° 34' 12"E	1.58'																																														
10	83+18.48	0.00' RT	24	81+42.15	53.33' RT	21-22	S13° 07' 42"W	24.11'																																														
11	83+17.77	35.91' LT	26	81+28.28	46.17' RT	22-23	S02° 26' 31"E	5.75'																																														
12	83+18.51	1.58' RT	27	81+19.34	44.00' RT	23-24	S17° 59' 14"E	13.00'																																														
13	83+19.38	45.97' RT	28	77+85.57	40.77' RT	24-26	S35° 59' 00"E	15.61'																																														



**CONVENTIONAL SYMBOLS**

SECTION LINE	---	GOVERNMENT CORNER SYMBOL	⊙	R/W MONUMENT (TO BE SET)	●
QUARTER LINE	---	GOVERNMENT CORNER MONUMENT	⊕	NON-MONUMENTED R/W POINT	○
SIXTEENTH LINE	---	NEW REFERENCE LINE	---	FOUND IRON PIN (1-INCH UNLESS NOTED)	IP
NEW REFERENCE LINE	---	NEW R/W LINE	---	CHISELED "X" IN CONCRETE (TO BE SET)	⊗
EXISTING R/W OR HE LINE	---	PROPERTY LINE	---	SIXTEENTH CORNER MONUMENT	⊙
PROPERTY LINE	---	LOT, TIE & OTHER MINOR LINES	---	SIGN	SIGN
SLOPE INTERCEPT	---	COMPENSABLE	---	NON-COMPENSABLE	---
CORPORATE LIMITS	---	ELECTRIC POLE	⊥	TELEPHONE POLE	⊥
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	---	PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)	⊥	ACCESS RESTRICTED BY ACQUISITION	---
NEW R/W (FEE OR HE)	---	NO ACCESS (BY STATUTORY AUTHORITY)	---	ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)	---
TEMPORARY LIMITED EASEMENT AREA	---	NO ACCESS (NEW HIGHWAY)	---	PARCEL NUMBER	25
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	---	UTILITY NUMBER	40	PARALLEL OFFSETS	---
TRANSMISSION STRUCTURES	---	BRIDGE	---	CULVERT	---
BUILDING	---	TO BE REMOVED	---	CONVENTIONAL ABBREVIATIONS	---

**NOTES:**

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), BROWN COUNTY, NAD83(2011), IN U.S. SURVEY FEET, VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 1-INCH X 18-INCH IRON PIPE), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

PROPERTY LINES SHOWN ON THIS PLAT FOR PROPERTIES BEING IMPACTED ARE DRAWN FROM DATA DERIVED FROM FILED/RECORDED MAPS AND DOCUMENTS OF PUBLIC RECORD. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, CENTERLINE OF EXISTING PAVEMENTS AND/OR EXISTING OCCUPATIONAL LINES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL TLE 'S IN THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF DE PERE.

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.

FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY CORNER.

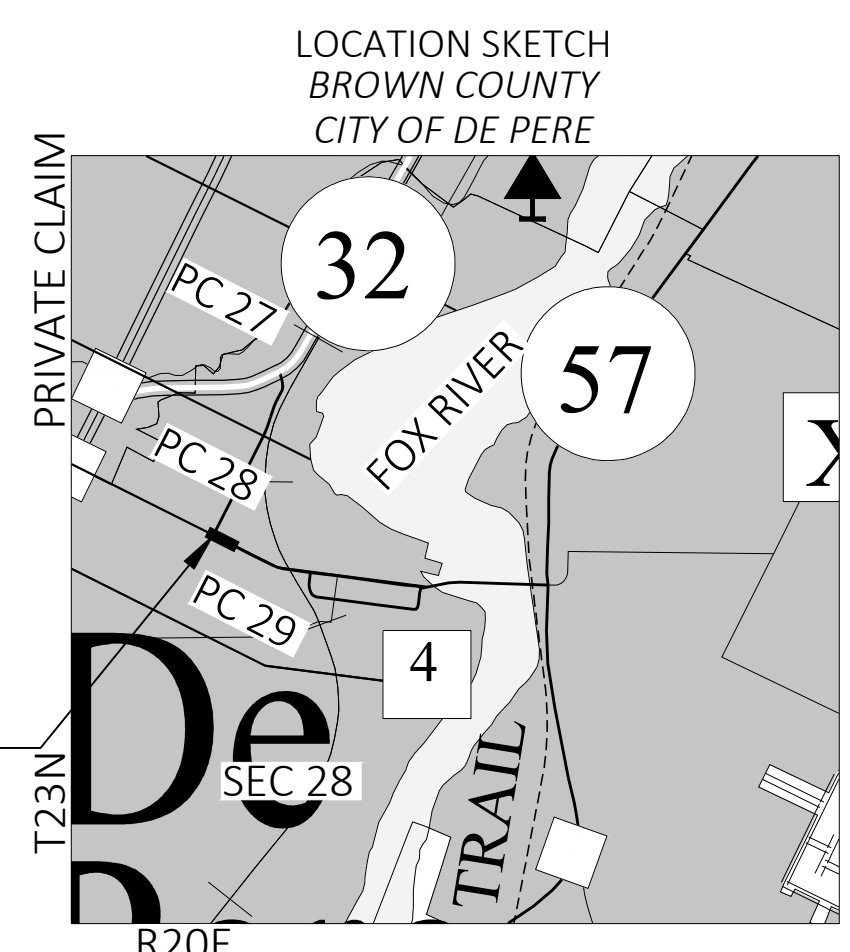
**TLE NOTE: ALL TEMPORARY LIMITED EASEMENTS ON THIS TRANSPORTATION PROJECT PLAT ARE FOR SLOPING AND CONSTRUCTION PURPOSES**

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN IS BASED UPON THE FOLLOWING POINTS OF REFERENCE:

- EXISTING RIGHT OF WAY OF MAIN AVE/STH "32" IS BASED ON DE PERE'S COMPANY ADDITION, CSM NO. 8187 AND ASSASSOR'S SUBDIVISION OF LAND IN THE CITY OF NICOLET
- EXISTING RIGHT OF WAY OF 8TH STREET IS BASED ON CSM NO. 8970, CSM NO. 1244, CSM NO. 8187, CSM NO. 9637 & TPP 4085-42-21-4.01 IN DOC. 2713601

**CONVENTIONAL UTILITY SYMBOLS**

WATER	---	ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
GAS	---	ACRES	AC	POINT OF INTERSECTION	PI
TELEPHONE	---	AHEAD	AH	PROPERTY LINE	PL
OVERHEAD TRANSMISSION LINES	---	RECORDED AS	ALUM	RECORDED AS	(100')
ELECTRIC	---	AND OTHERS	ET AL	REEL / IMAGE	R/I
CABLE TELEVISION	---	BACK	BK	REFERENCE LINE	R/L
FIBER OPTIC	---	BLOCK	BLK	REMAINING	REM
SANITARY SEWER	---	C/L	C/L	RESTRICTIVE DEVELOPMENT	RDE
STORM SEWER	---	CERTIFIED SURVEY MAP	CSM	EASEMENT	EASE
ELECTRIC TOWER	---	CONCRETE	CONC	RIGHT	RT
		COUNTY	CO	RIGHT OF WAY	R/W
		COUNTY TRUNK HIGHWAY	CTH	SECTION	SEC
		DISTANCE	DIST	SEPTIC VENT	SEPV
		CORNER	COR	SQUARE FEET	SF
		DOCUMENT NUMBER	DOC	STATE TRUNK HIGHWAY	STH
		EASEMENT	EASE	STATION	STA
		EXISTING	EX	TELEPHONE PEDESTAL	TP
		GAS VALVE	GV	TEMPORARY LIMITED	TLE
		GRID NORTH	GN	EASEMENT	EASE
		HIGHWAY EASEMENT	HE	TRANSPORTATION PROJECT PLAT	TPP
		IDENTIFICATION	ID	UNITED STATES HIGHWAY	USH
		LAND CONTRACT	LC	VOLUME	V
		LEFT	LT		
		MONUMENT	MON		
		NATIONAL GEODETTIC SURVEY	NGS		
		NUMBER	NO		
		OUTLOT	OL		
		PAGE	P		
		POINT OF TANGENCY	PT		
		PERMANENT LIMITED	PL		
		EASEMENT	EASE		
		POINT OF BEGINNING	POB		
		POINT OF CURVATURE	PC		



**Westwood** Phone (920) 735-6900 One Systems Drive  
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 Toll Free (800) 571-6677 westwoodps.com  
 Westwood Infrastructure, Inc.

I, TERRY L. VAN HOUT, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY, I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT 4190-17-21-4.01 AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: \_\_\_\_\_ DATE: 12-01-2025  
 PRINT NAME: TERRY L. VAN HOUT  
 REGISTRATION NUMBER: S-2526

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF DE PERE

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_

# TRANSPORTATION PROJECT PLAT NO: 4190-17-21 - 4.02

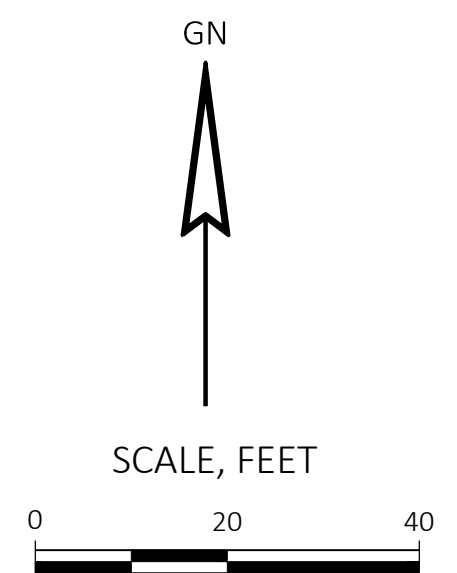
PART OF LOTS 28 & 29 OF CARABIN'S SECOND ADDITION TO WEST DE PERE; PART OF PRIVATE CLAIM NO. 29 W.S.F.R.; ALL LOCATED IN CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

RELOCATION ORDER STH 32 3RD STREET - 8TH STREET CITY OF DE PERE BROWN COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF DE PERE DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE NAMED PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SUBSECTIONS 66.22 AND 62.23 (10) WISCONSIN STATUTES, THE CITY OF DE PERE HEREBY ORDERS THAT:

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE NAMED PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF DE PERE FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF DE PERE, PURSUANT TO THE PROVISIONS OF SUBSECTION 62.22 (1), WISCONSIN STATUTES.



RESERVED FOR REGISTER OF DEEDS  
PROJECT NUMBER: 4190-17-21-4.02  
SHEET 1 OF 1

## SCHEDULE OF LANDS AND INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT

PARCEL NUMBER	OWNER(S)	INTEREST(S)				TLE SF REQUIRED
		REQUIRED	NEW	EXISTING	TOTAL	
36	JENNIFER BERENDSEN		188	-	188	749

UTILITY INTERESTS REQUIRED			
UTILITY NUMBER	UTILITY OWNERS	INTERESTS REQUIRED	EASEMENTS
103	AT&T	RELEASE OF RIGHTS	NO EASEMENT OF RECORD - PAR. 36

### NOTES:

- POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), BROWN COUNTY, NAD83(2011), IN U.S. SURVEY FEET, VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.
- ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 1-INCH X 18-INCH IRON PIPE), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.
- PROPERTY LINES SHOWN ON THIS PLAT FOR PROPERTIES BEING IMPACTED ARE DRAWN FROM DATA DERIVED FROM FILED/RECORDED MAPS AND DOCUMENTS OF PUBLIC RECORD. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.
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- FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF DE PERE.
- PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.
- FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY CORNER.

### CONVENTIONAL SYMBOLS

SECTION LINE	---	GOVERNMENT CORNER SYMBOL	⊙	R/W MONUMENT (TO BE SET)	●
QUARTER LINE	---	GOVERNMENT CORNER MONUMENT	⊕	NON-MONUMENTED R/W POINT	○
SIXTEENTH LINE	---	GEODETIC SURVEY MONUMENT	⊙	FOUND IRON PIN (1-INCH UNLESS NOTED)	IP
NEW REFERENCE LINE	---	SIXTEENTH CORNER MONUMENT	⊙	CHISELED "X" IN CONCRETE (TO BE SET)	⊗
NEW R/W LINE	---	SIGN	⊕	OFF-PREMISE SIGN	⊕
EXISTING R/W OR HE LINE	---				
PROPERTY LINE	---				
LOT, TIE & OTHER MINOR LINES	---				
SLOPE INTERCEPT	---				
CORPORATE LIMITS	---				
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	---				
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	---				
TEMPORARY LIMITED EASEMENT AREA	---				
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	---				
TRANSMISSION STRUCTURES	---				
BUILDING	---				
BRIDGE	---				
TO BE REMOVED	---				
CULVERT	---				
PARALLEL OFFSETS	---				

### CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
AHEAD	AH	PROPERTY LINE	PL
ALUMINUM AND OTHERS	ALUM	RECORDED AS	(100')
BACK	BK	REEL / IMAGE	R/I
BLOCK	BLK	REFERENCE LINE	R/L
CENTERLINE	C/L	REMAINING	REM
CERTIFIED SURVEY MAP	CSM	RESTRICTIVE DEVELOPMENT	RDE
CONCRETE	CONC	EASEMENT	
COUNTY	CO	RIGHT	RT
COUNTY TRUNK HIGHWAY	CTH	RIGHT OF WAY	R/W
DISTANCE	DIST	SECTION	SEC
CORNER	COR	SEPTIC VENT	SEPV
DOCUMENT NUMBER	DOC	SQUARE FEET	SF
EASEMENT	EASE	STATE TRUNK HIGHWAY	STH
EXISTING	EX	STATION	STA
GAS VALVE	GV	TELEPHONE PEDESTAL	TP
GRID NORTH	GN	TEMPORARY LIMITED	TLE
HIGHWAY EASEMENT	HE	EASEMENT	
IDENTIFICATION	ID	TRANSPORTATION PROJECT PLAT	TPP
LAND CONTRACT	LC	UNITED STATES HIGHWAY	USH
LEFT	LT	VOLUME	V
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NGS		
NUMBER	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

### CONVENTIONAL UTILITY SYMBOLS

WATER	---
GAS	---
TELEPHONE	---
OVERHEAD TRANSMISSION LINES	---
ELECTRIC	---
CABLE TELEVISION	---
FIBER OPTIC	---
SANITARY SEWER	---
STORM SEWER	---
ELECTRIC TOWER	---

## Westwood

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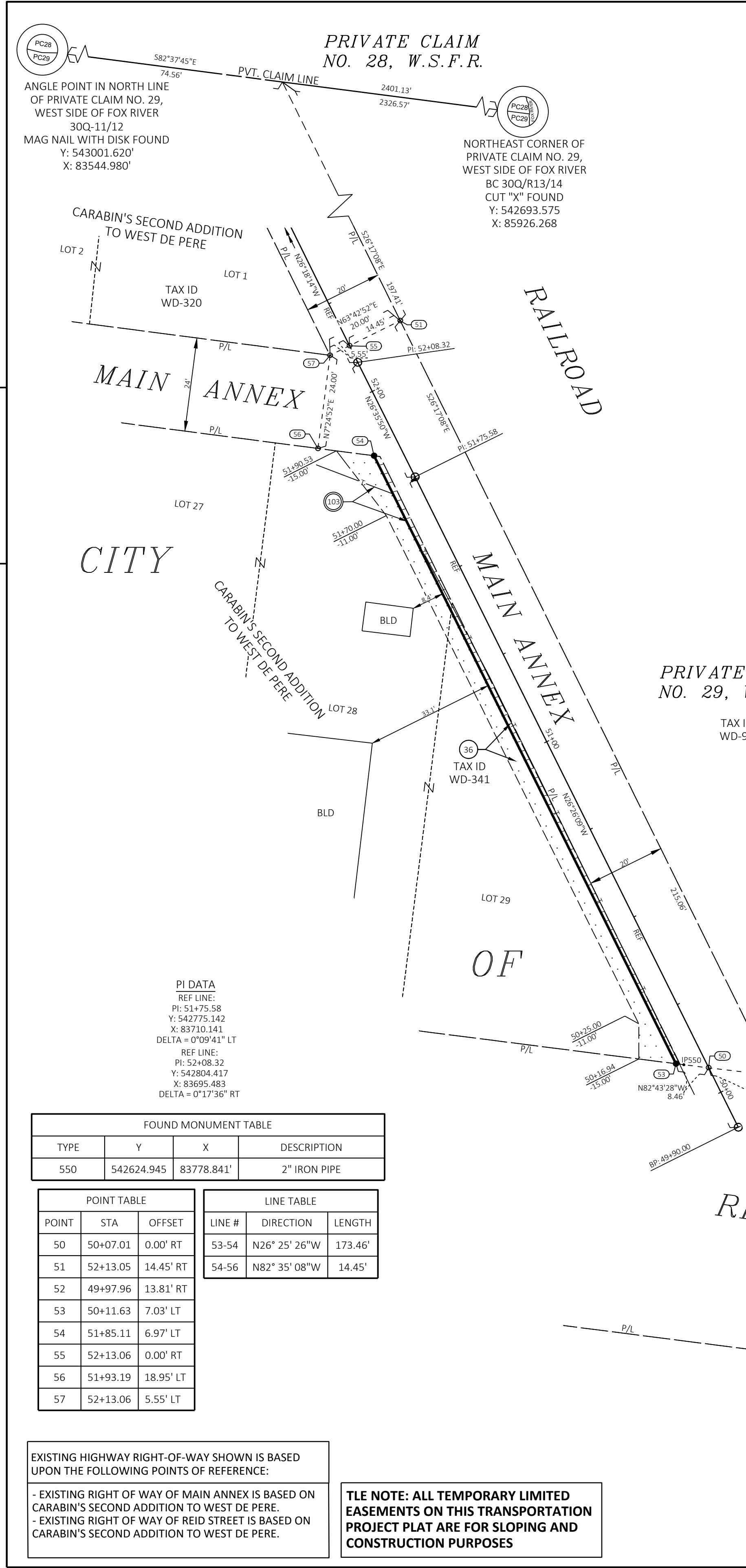
I, TERRY L. VAN HOUT, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY, I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT 4190-17-21-4.01 AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: \_\_\_\_\_ DATE: 12-01-2025  
 PRINT NAME: \_\_\_\_\_  
 REGISTRATION NUMBER: S-2526

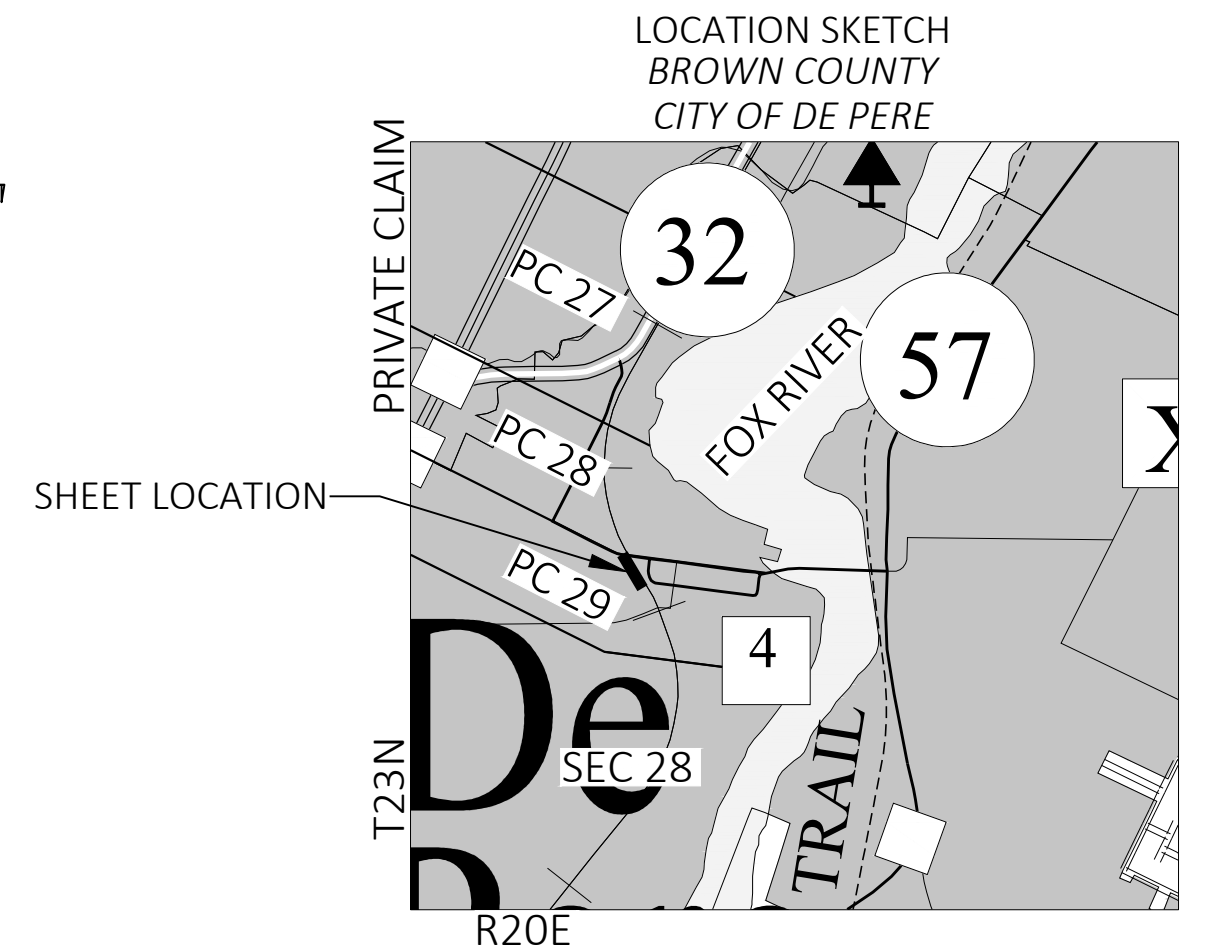
THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF DE PERE

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_

**DRAFT**



PRIVATE CLAIM NO. 29, W.S.F.R.



# TRANSPORTATION PROJECT PLAT NO: 4190-17-21-4.03

PART OF LOTS 85, 86, 88 & 89 OF THE PLAT OF WEST DE PERE; PART OF LOT 1, CERTIFIED SURVEY MAP NUMBER 9738, DOCUMENT NO. 3060956; ALL BEING LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

RELOCATION ORDER STH 32 3RD STREET - 8TH STREET CITY OF DE PERE BROWN COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF DE PERE DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE NAMED PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SUBSECTIONS 66.22 AND 62.23 (10) WISCONSIN STATUTES, CITY OF DE PERE HEREBY ORDERS THAT:

- THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE NAMED PROJECT.
- THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF DE PERE FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF CITY OF DE PERE, PURSUANT TO THE PROVISIONS OF SUBSECTION 62.22 (1), WISCONSIN STATUTES.

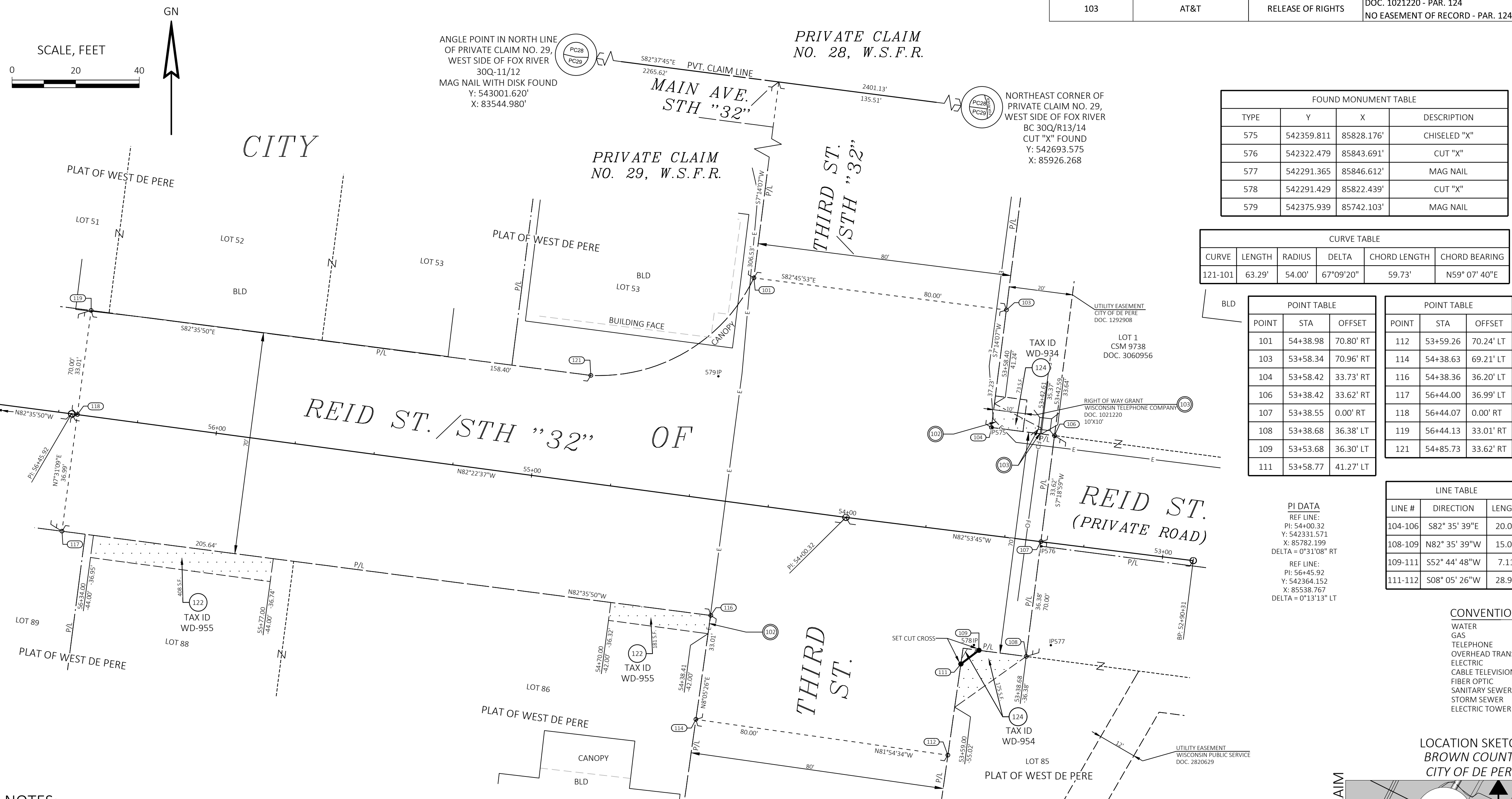
## SCHEDULE OF LANDS AND INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST(S)	FEE R/W AREA REQUIRED - SF			TLE SF
			REQUIRED	NEW	EXISTING	TOTAL
122	REID STREET RETAIL, LLC	TLE	-	-	-	589
124	ST. NORBERT COLLEGE, INC., A WISCONSIN CORPORATION	FEE, TLE	13	-	13	350

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT

UTILITY INTERESTS REQUIRED			
UTILITY NUMBER	UTILITY OWNERS	INTERESTS REQUIRED	EASEMENTS
102	WISCONSIN PUBLIC SERVICE (ELECTRIC)	RELEASE OF RIGHTS	NO EASEMENT OF RECORD - PAR. 122 NO EASEMENT OF RECORD - PAR. 124
103	AT&T	RELEASE OF RIGHTS	DOC. 1021220 - PAR. 124 NO EASEMENT OF RECORD - PAR. 124

RESERVED FOR REGISTER OF DEEDS  
PROJECT NUMBER: 4190-17-21-4.03  
SHEET 1 OF 1



FOUND MONUMENT TABLE			
TYPE	Y	X	DESCRIPTION
575	542359.811	85828.176'	CHISELED "X"
576	542322.479	85843.691'	CUT "X"
577	542291.365	85846.612'	MAG NAIL
578	542291.429	85822.439'	CUT "X"
579	542375.939	85742.103'	MAG NAIL

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
121-101	63.29'	54.00'	67°09'20"	59.73'	N59°07'40"E

POINT TABLE			POINT TABLE		
POINT	STA	OFFSET	POINT	STA	OFFSET
101	54+38.98	70.80' RT	112	53+59.26	70.24' LT
103	53+58.34	70.96' RT	114	54+38.63	69.21' LT
104	53+58.42	33.73' RT	116	54+38.36	36.20' LT
106	53+38.42	33.62' RT	117	56+44.00	36.99' LT
107	53+38.55	0.00' RT	118	56+44.07	0.00' RT
108	53+38.68	36.38' LT	119	56+44.13	33.01' RT
109	53+53.68	36.30' LT	121	54+85.73	33.62' RT
111	53+58.77	41.27' LT			

LINE TABLE		
LINE #	DIRECTION	LENGTH
104-106	S82°35'39"E	20.00'
108-109	N82°35'39"W	15.00'
109-111	S52°44'48"W	7.11'
111-112	S08°05'26"W	28.97'

PI DATA  
REF LINE:  
PI: 54+00.32  
Y: 542331.571  
X: 85782.199  
DELTA = 0°31'08" RT  
REF LINE:  
PI: 56+45.92  
Y: 542364.152  
X: 85538.767  
DELTA = 0°13'13" LT

### CONVENTIONAL SYMBOLS

SECTION LINE	---	GOVERNMENT CORNER SYMBOL	⊕	R/W MONUMENT (TO BE SET)	●
QUARTER LINE	---	GOVERNMENT CORNER MONUMENT	⊕	NON-MONUMENTED R/W POINT	○
SIXTEENTH LINE	---	GEODETIC SURVEY MONUMENT	⊕	FOUND IRON PIN (1-INCH UNLESS NOTED)	IP
NEW REFERENCE LINE	---	SIXTEENTH CORNER MONUMENT	⊕	CHISELED "X" IN CONCRETE (TO BE SET)	⊗
NEW R/W LINE	---	SIGN	⊕	OFF-PREMISE SIGN	⊕
EXISTING R/W OR HE LINE	---	COMPENSABLE	⊕	NON-COMPENSABLE	⊕
PROPERTY LINE	---	ELECTRIC POLE	⊕	TELEPHONE POLE	⊕
LOT, TIE & OTHER MINOR LINES	---	PEDESTAL (LABEL TYPE)	⊕	(TV, TEL, ELEC, ETC.)	⊕
SLOPE INTERCEPT	---	ACCESS RESTRICTED BY ACQUISITION	⊕	NO ACCESS (BY STATUTORY AUTHORITY)	⊕
CORPORATE LIMITS	---	NO ACCESS (BY PREVIOUS PROJECT OR CONTROL)	⊕	NO ACCESS (NEW HIGHWAY)	⊕
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	---	PARCEL NUMBER	⊕	UTILITY NUMBER	⊕
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	---	PARALLEL OFFSETS	⊕		⊕
TEMPORARY LIMITED EASEMENT AREA	---	CONVENTIONAL ABBREVIATIONS	⊕		⊕
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	---	ACCESS RIGHTS	⊕		⊕
TRANSMISSION STRUCTURES	---	ACRES	⊕		⊕
BUILDING	---	AHEAD	⊕		⊕
BRIDGE	---	ALUMINUM AND OTHERS	⊕		⊕
		BACK	⊕		⊕
		BLOCK	⊕		⊕
		CENTERLINE	⊕		⊕
		CERTIFIED SURVEY MAP	⊕		⊕
		CONCRETE	⊕		⊕
		COUNTY	⊕		⊕
		COUNTY TRUNK HIGHWAY	⊕		⊕
		DISTANCE	⊕		⊕
		CORNER	⊕		⊕
		DOCUMENT NUMBER	⊕		⊕
		EASEMENT	⊕		⊕
		EXISTING	⊕		⊕
		GAS VALVE	⊕		⊕
		GRID NORTH	⊕		⊕
		HIGHWAY EASEMENT	⊕		⊕
		IDENTIFICATION	⊕		⊕
		LAND CONTRACT	⊕		⊕
		LEFT	⊕		⊕
		MONUMENT	⊕		⊕
		NATIONAL GEODETIC SURVEY	⊕		⊕
		NUMBER	⊕		⊕
		OUTLOT	⊕		⊕
		PAGE	⊕		⊕
		POINT OF TANGENCY	⊕		⊕
		PERMANENT LIMITED EASEMENT	⊕		⊕
		POINT OF BEGINNING	⊕		⊕
		POINT OF CURVATURE	⊕		⊕
		RIGHT	⊕		⊕
		RIGHT OF WAY	⊕		⊕
		SECTION	⊕		⊕
		SEPTIC VENT	⊕		⊕
		SQUARE FEET	⊕		⊕
		STATE TRUNK HIGHWAY	⊕		⊕
		STATION	⊕		⊕
		TELEPHONE PEDESTAL	⊕		⊕
		TEMPORARY LIMITED	⊕		⊕
		EASEMENT	⊕		⊕
		TRANSPORTATION PROJECT PLAT	⊕		⊕
		UNITED STATES HIGHWAY	⊕		⊕
		VOLUME	⊕		⊕
		POINT OF COMPOUND CURVE	⊕		⊕
		POINT OF INTERSECTION	⊕		⊕
		PROPERTY LINE	⊕		⊕
		RECORDED AS (100')	⊕		⊕
		REEL / IMAGE	⊕		⊕
		REFERENCE LINE	⊕		⊕
		REMAINING	⊕		⊕
		RESTRICTIVE DEVELOPMENT	⊕		⊕
		EASEMENT	⊕		⊕
		RIGHT	⊕		⊕
		RIGHT OF WAY	⊕		⊕
		SECTION	⊕		⊕
		SEPTIC VENT	⊕		⊕
		SQUARE FEET	⊕		⊕
		STATE TRUNK HIGHWAY	⊕		⊕
		STATION	⊕		⊕
		TELEPHONE PEDESTAL	⊕		⊕
		TEMPORARY LIMITED	⊕		⊕
		EASEMENT	⊕		⊕
		TRANSPORTATION PROJECT PLAT	⊕		⊕
		UNITED STATES HIGHWAY	⊕		⊕
		VOLUME	⊕		⊕
		LONG CHORD	⊕		⊕
		LONG CHORD BEARING	⊕		⊕
		RADIUS	⊕		⊕
		DEGREE OF CURVE	⊕		⊕
		CENTRAL ANGLE	⊕		⊕
		LENGTH OF CURVE	⊕		⊕
		TANGENT	⊕		⊕
		DIRECTION AHEAD	⊕		⊕
		DIRECTION BACK	⊕		⊕

**NOTES:**  
POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), BROWN COUNTY, NAD83(2011), IN U.S. SURVEY FEET, VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 1-INCH X 18-INCH IRON PIPE), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

PROPERTY LINES SHOWN ON THIS PLAT FOR PROPERTIES BEING IMPACTED ARE DRAWN FROM DATA DERIVED FROM FILED/RECORDED MAPS AND DOCUMENTS OF PUBLIC RECORD. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, CENTERLINE OF EXISTING PAVEMENTS AND/OR EXISTING OCCUPATIONAL LINES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL TLE'S IN THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF DE PERE.

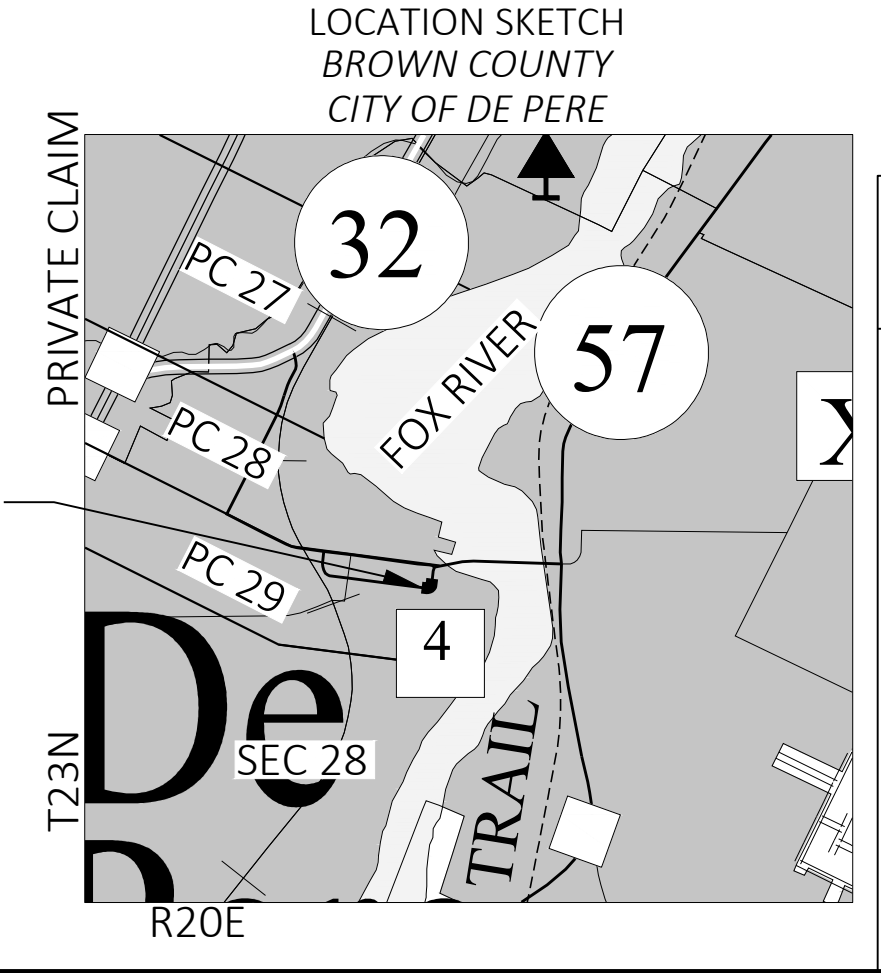
PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.

FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY CORNER.

**TLE NOTE: ALL TEMPORARY LIMITED EASEMENTS ON THIS TRANSPORTATION PROJECT PLAT ARE FOR SLOPING AND CONSTRUCTION PURPOSES**

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN IS BASED UPON THE FOLLOWING POINTS OF REFERENCE:

- EXISTING RIGHT OF WAY OF STH "32"/REID STREET IS BASED ON THE PLAT OF WEST DE PERE
- EXISTING RIGHT OF WAY OF THIRD STREET IS BASED ON THE PLAT OF WEST DE PERE AND CSM NO. 9738



**Westwood** Phone (920) 735-6900 One Systems Drive  
Fax (920) 830-6100 Appleton, WI 54914-1654  
Toll Free (800) 571-6677 westwoodps.com  
Westwood Infrastructure, Inc.

I, TERRY L. VAN HOUT, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY, I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT 4190-17-21-4.03 AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: \_\_\_\_\_ DATE: 12-01-2025  
PRINT NAME: TERRY L. VAN HOUT  
REGISTRATION NUMBER: S-5256

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF DE PERE

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

**DRAFT**

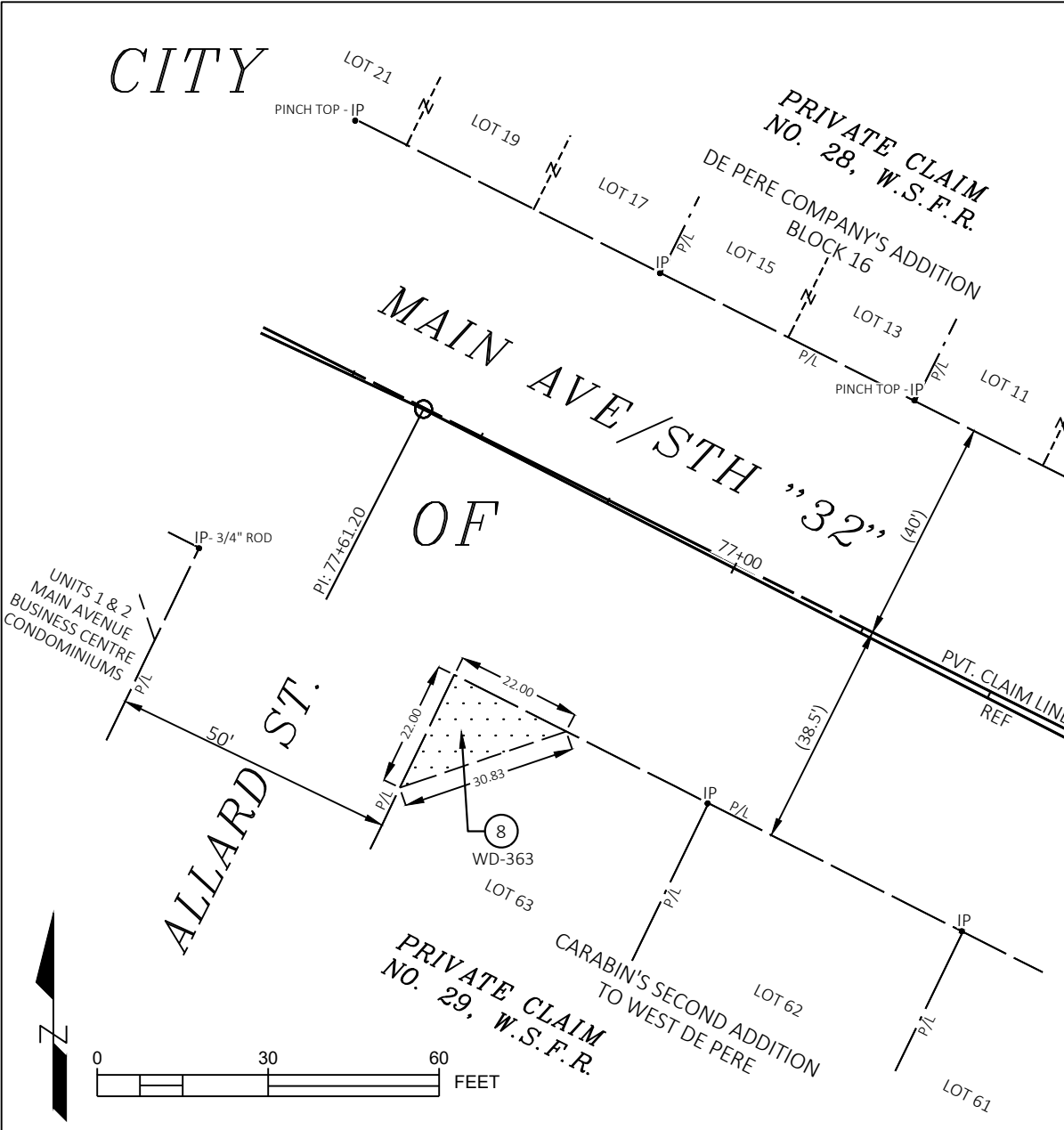
TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE BROWN COUNTY

PART OF LOT 63 OF CARABIN'S SECOND ADDITION TO WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

NOTES:  
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PURPOSE OF ALL TLE'S ARE FOR SLOPING, UNLESS OTHERWISE NOTED.

ALL FOUND IP'S ARE 1 INCH IRON PIPES, UNLESS OTHERWISE NOTED.



4

SCHEDULE OF LANDS AND INTERESTS REQUIRED	
PARCEL NUMBER	OWNER(S)
8	JOHN F. SAUBERT

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY	
INTEREST(S) REQUIRED	TLE (SQ. FT.)
TLE	242

DE PERE

THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

CITY

R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 2

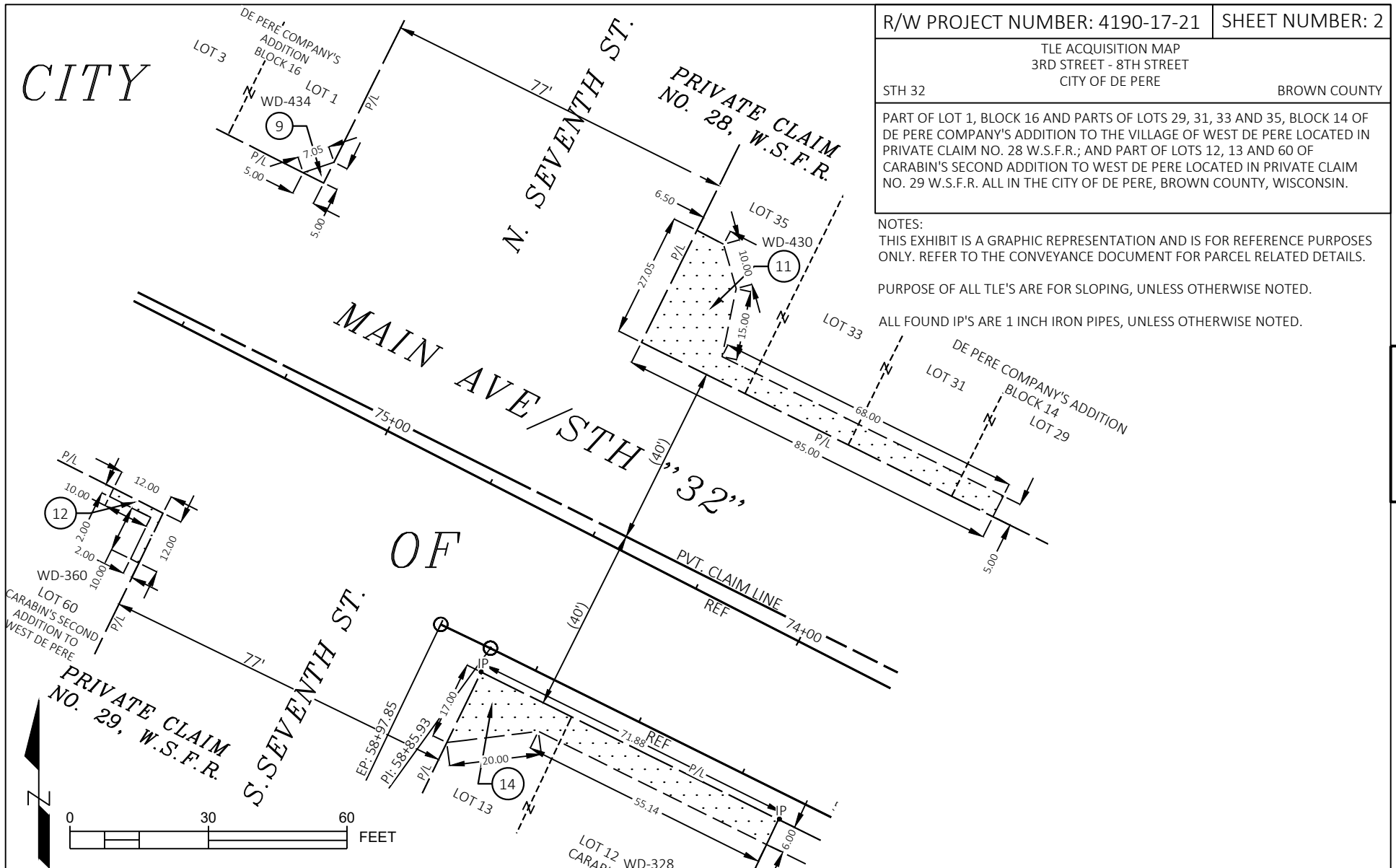
TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE BROWN COUNTY

PART OF LOT 1, BLOCK 16 AND PARTS OF LOTS 29, 31, 33 AND 35, BLOCK 14 OF DE PERE COMPANY'S ADDITION TO THE VILLAGE OF WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 28 W.S.F.R.; AND PART OF LOTS 12, 13 AND 60 OF CARABIN'S SECOND ADDITION TO WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

NOTES:  
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4

**SCHEDULE OF LANDS AND INTERESTS REQUIRED**

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
9	KEITH BRUNETTE	TLE	13
11	GREEN BAY MONTESSORI CHILDREN'S WORLD, INC.	TLE	718
12	ALEX P. OLSZEWSKI	TLE	44
14	DKG INVESTMENTS	TLE	524

THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DE PERE

CITY

R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 3

TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE

STH 32

BROWN COUNTY

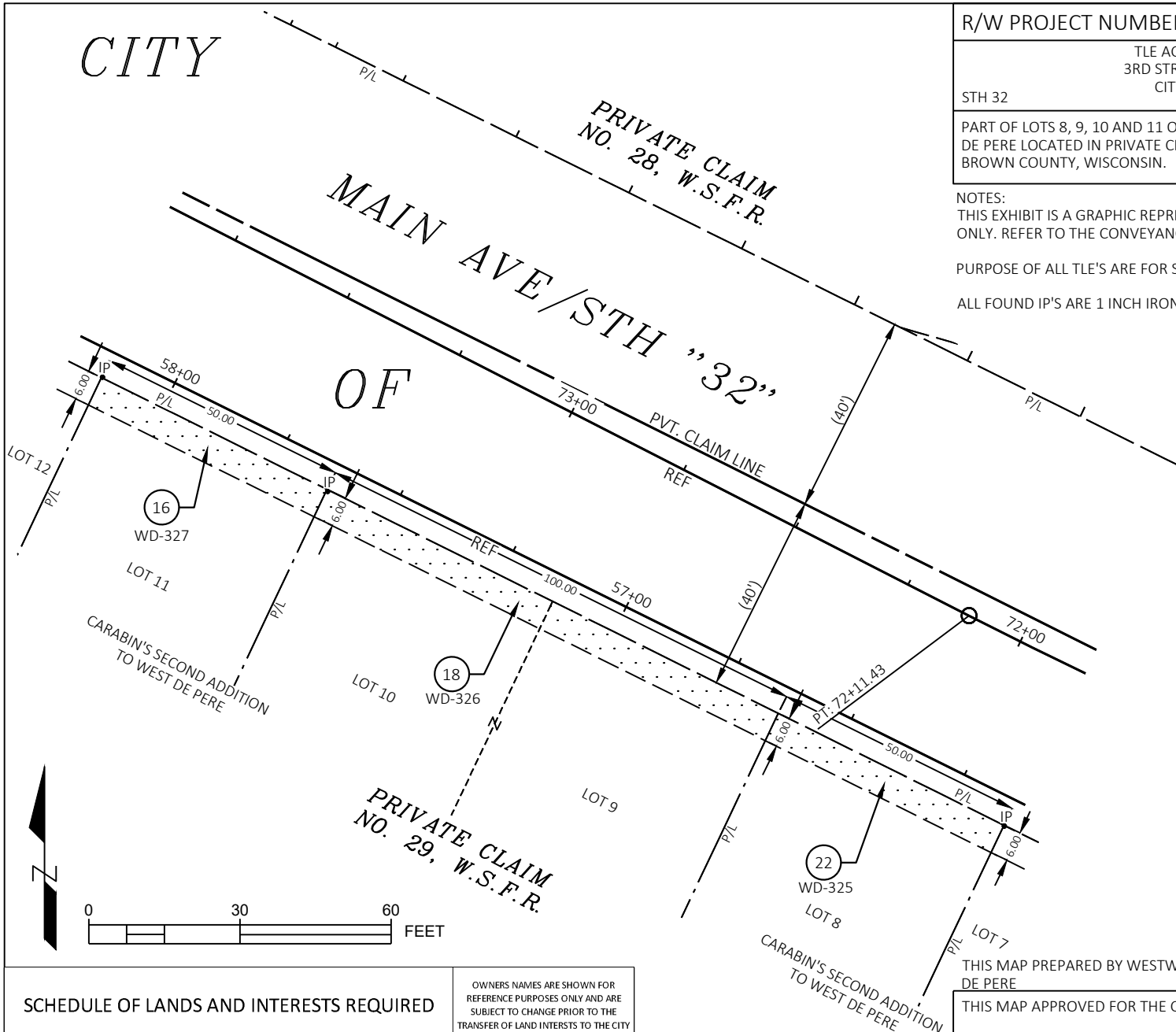
PART OF LOTS 8, 9, 10 AND 11 OF CARABIAN'S SECOND ADDITION TO WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

NOTES:

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4

SCHEDULE OF LANDS AND INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
16	ROBERT E. & LINDA A. BROWN	TLE	300
18	KRISTY M. FRISQUE	TLE	600
22	REBECCA MARKOVSKY	TLE	300

DE PERE

THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

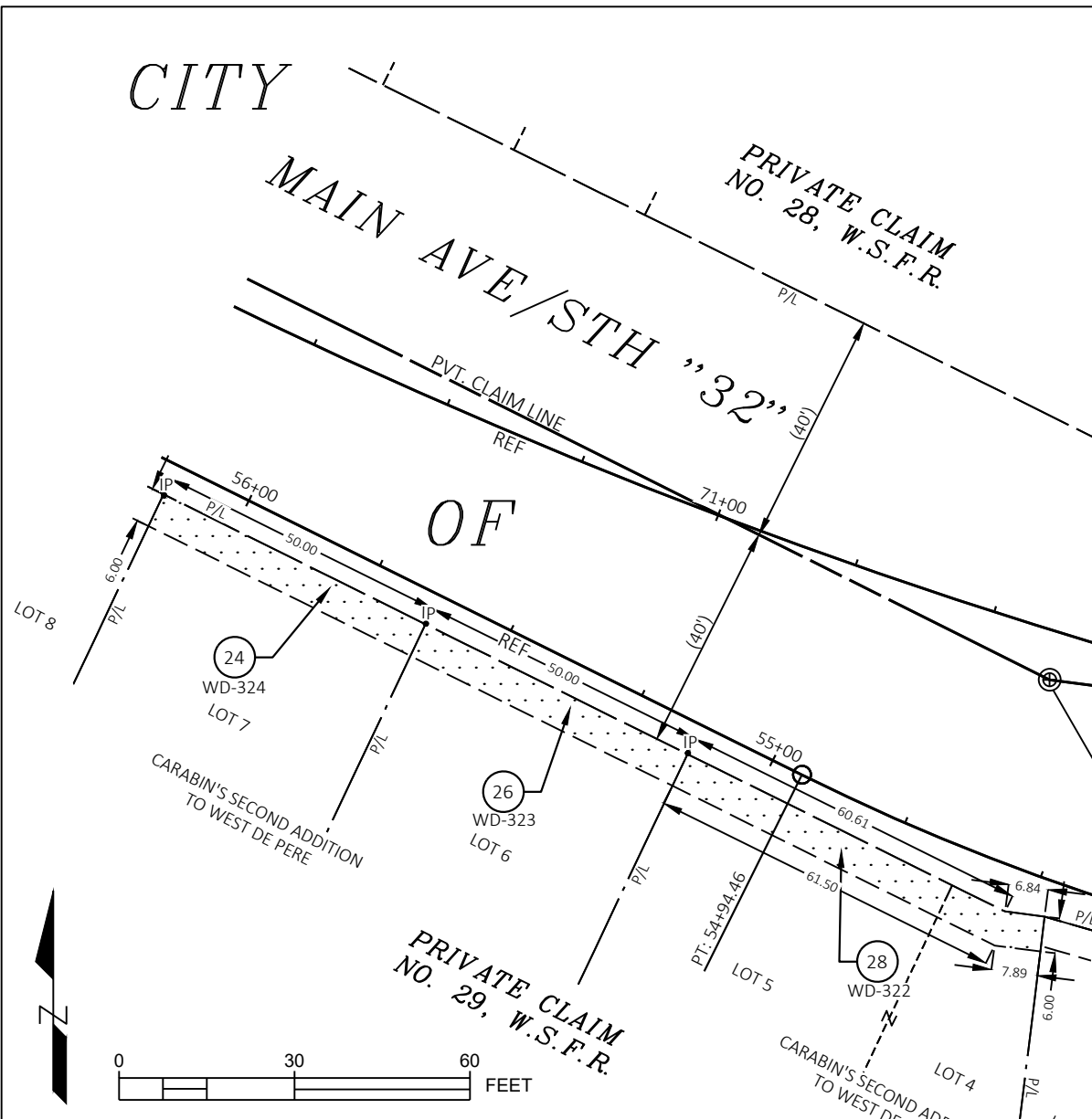
TLE ACQUISITION MAP  
 3RD STREET - 8TH STREET  
 CITY OF DE PERE  
 BROWN COUNTY

PART OF LOTS 4, 5, 6 AND 7 OF CARABIN'S SECOND ADDITION TO WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

NOTES:  
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ANGLE POINT IN NORTH LINE OF PRIVATE CLAIM NO. 29, WEST SIDE OF FOX RIVER 30Q-11/12 MAG NAIL WITH DISK FOUND  
 Y: 543001.598'  
 X: 83545.023'

4

**SCHEDULE OF LANDS AND INTERESTS REQUIRED**

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
24	ISAIAH J. & BRIANNE M. NOLL	TLE	300
26	JUNE D. JANZ	TLE	300
28	ZACHARY R. LASEE & CHELSEA M. LIPP	TLE	411

DE PERE

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

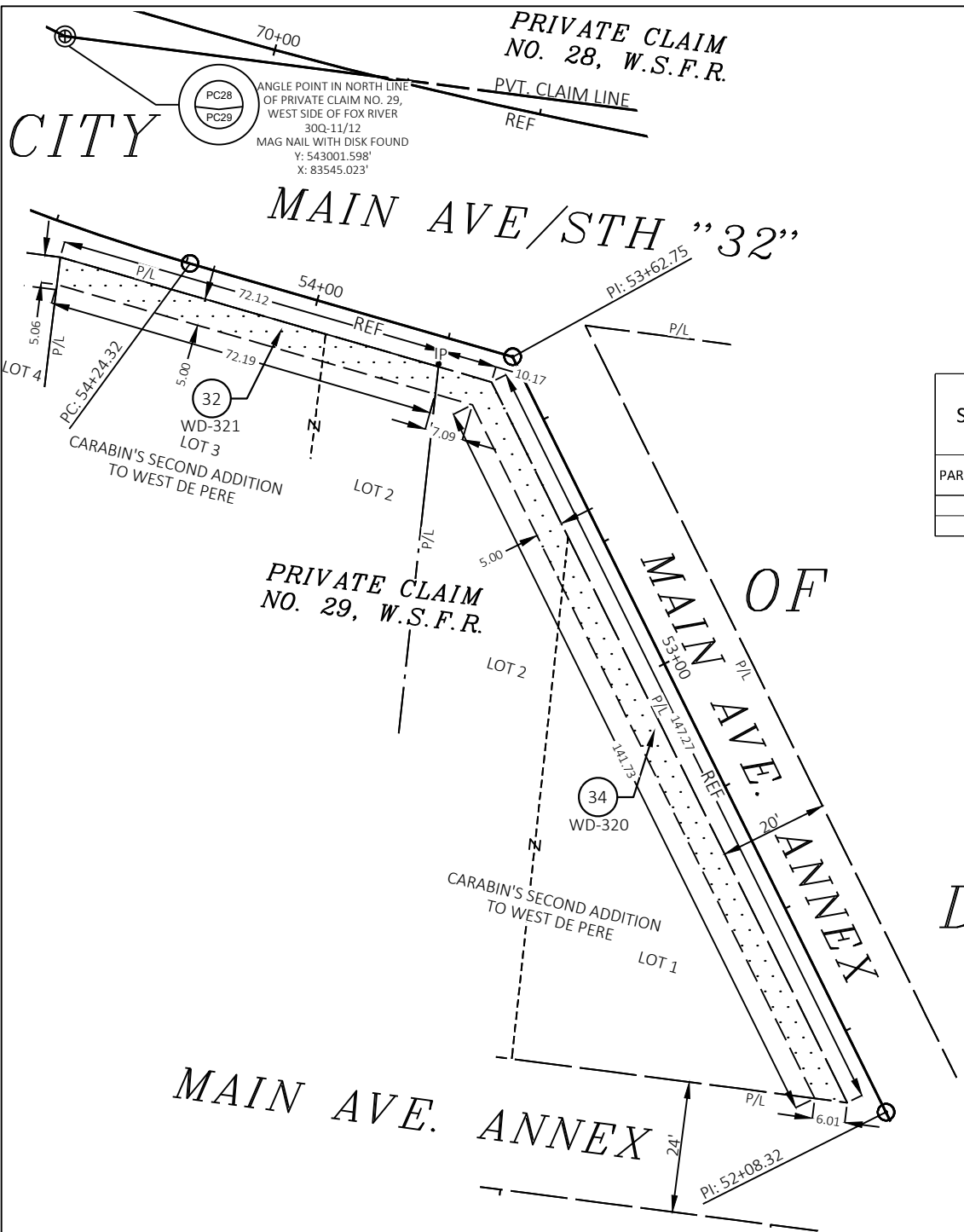
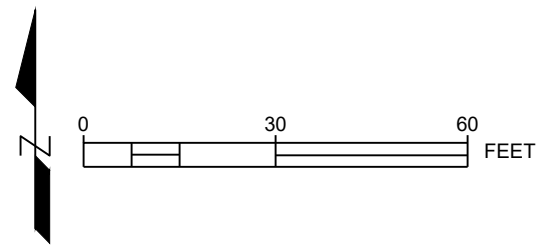
PRINT NAME: \_\_\_\_\_

TLE ACQUISITION MAP  
 3RD STREET - 8TH STREET  
 CITY OF DE PERE BROWN COUNTY

PART OF LOTS 1, 2 AND 3 OF CARABIAN'S SECOND ADDITION TO WEST DE PERE  
 LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. IN THE CITY OF DE PERE, BROWN  
 COUNTY, WISCONSIN.

NOTES:  
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SCHEDULE OF LANDS AND INTERESTS REQUIRED		OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY	
PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
32	WILLIAM J. & JODY L. VAN CAMP	TLE	361
34	MARY J. FULGENCIO	TLE	766



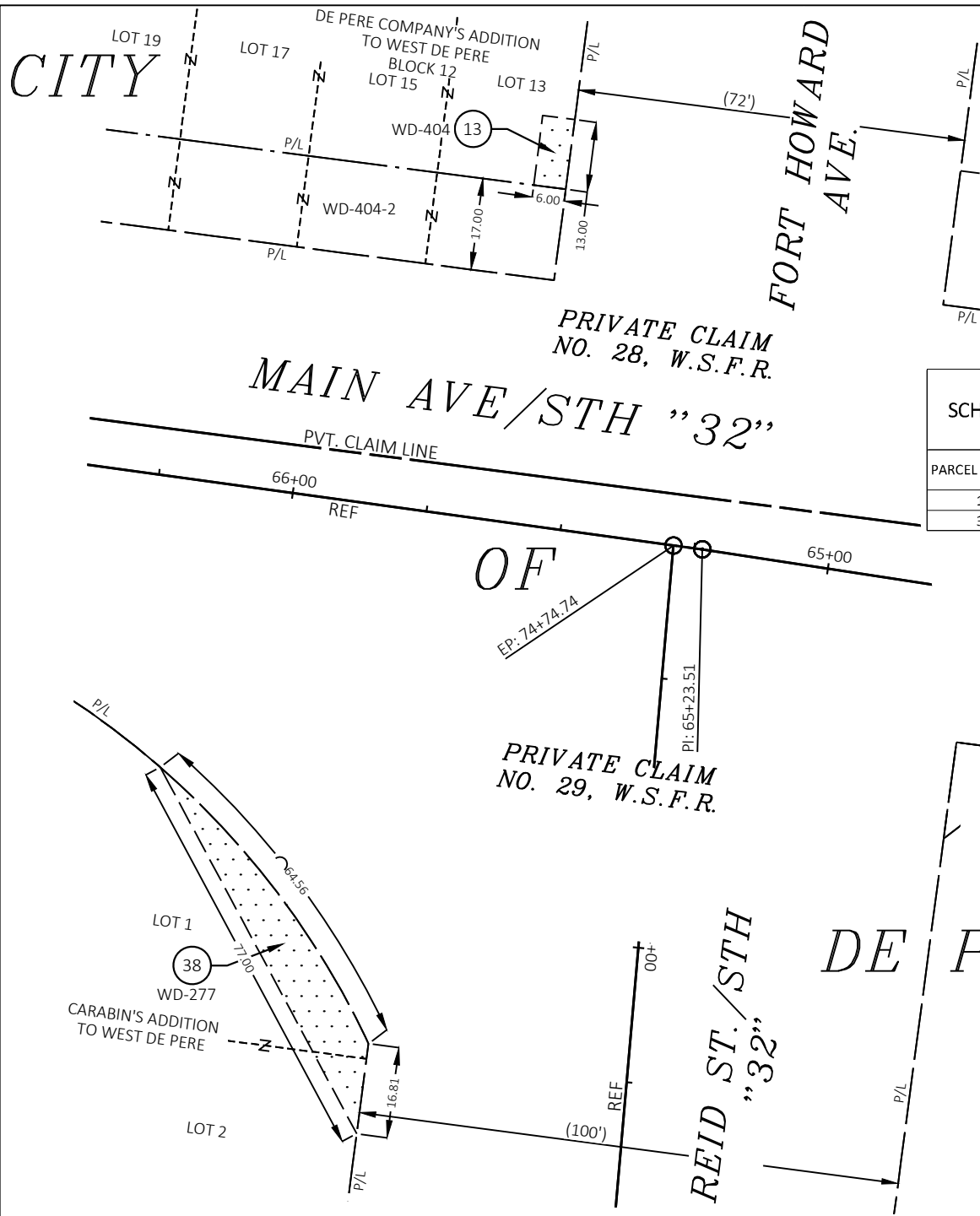
DE PERE

THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_

4



R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 6

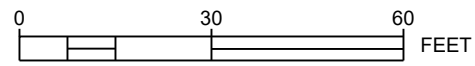
TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE BROWN COUNTY

STH 32  
PART OF LOT 13, BLOCK 12, OF DE PERE COMPANY'S ADDITION TO THE VILLAGE OF WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 28 W.S.F.R. AND PART OF LOTS 1 AND 2 OF CARABIAN'S ADDITION TO WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

NOTES:  
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SCHEDULE OF LANDS AND INTERESTS REQUIRED		OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY	
PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
13	DECLEENE PROPERTIES LLC	TLE	78
38	CITY OF DE PERE	TLE	521



4

THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

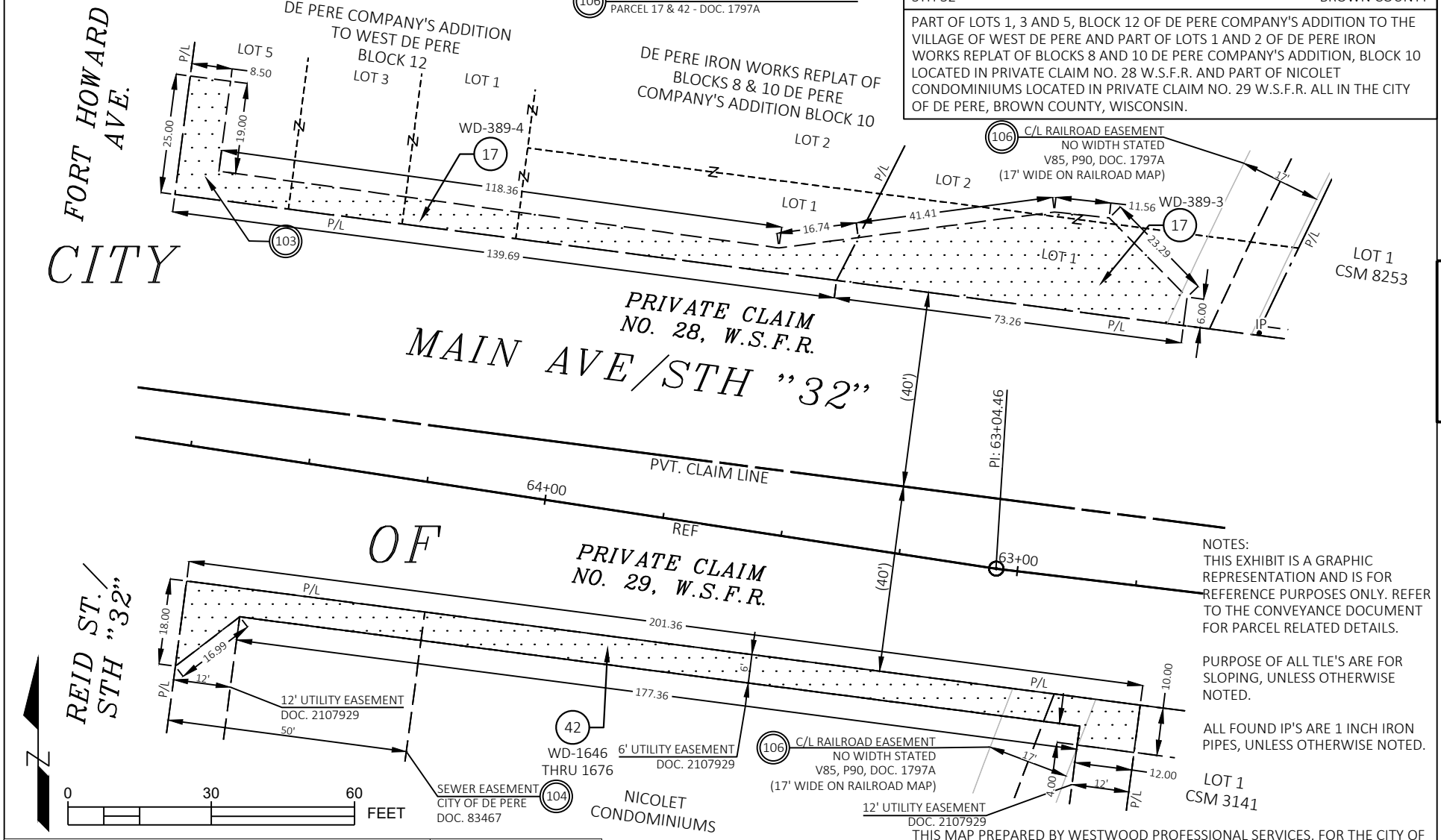
UTILITY	OWNER	INTERESTS REQUIRED
103	AT&T	RELEASE OF RIGHTS
104	CITY OF DE PERE	RELEASE OF RIGHTS
106	CHICAGO & NORTHWESTERN RAILWAY COMPANY	RELEASE OF RIGHTS

- (103) AT&T  
PARCEL 17 - NO EASEMENT OF RECORD
- (104) CITY OF DE PERE  
PARCEL 42 - DOC. 83467
- (106) CHICAGO & NORTHWESTERN RAILWAY COMPANY  
PARCEL 17 & 42 - DOC. 1797A

R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 7

TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE  
BROWN COUNTY

PART OF LOTS 1, 3 AND 5, BLOCK 12 OF DE PERE COMPANY'S ADDITION TO THE VILLAGE OF WEST DE PERE AND PART OF LOTS 1 AND 2 OF DE PERE IRON WORKS REPLAT OF BLOCKS 8 AND 10 DE PERE COMPANY'S ADDITION, BLOCK 10 LOCATED IN PRIVATE CLAIM NO. 28 W.S.F.R. AND PART OF NICOLET CONDOMINIUMS LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



4

NOTES:  
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ALL FOUND IP'S ARE 1 INCH IRON PIPES, UNLESS OTHERWISE NOTED.

**SCHEDULE OF LANDS AND INTERESTS REQUIRED**

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE
			(SQ. FT.)
17	CHRIST THE ROCK CHURCH, INC.	TLE	2062
42	NICOLET CONDOMINIUMS	TLE	1328

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

DE PERE

THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

NOTES:  
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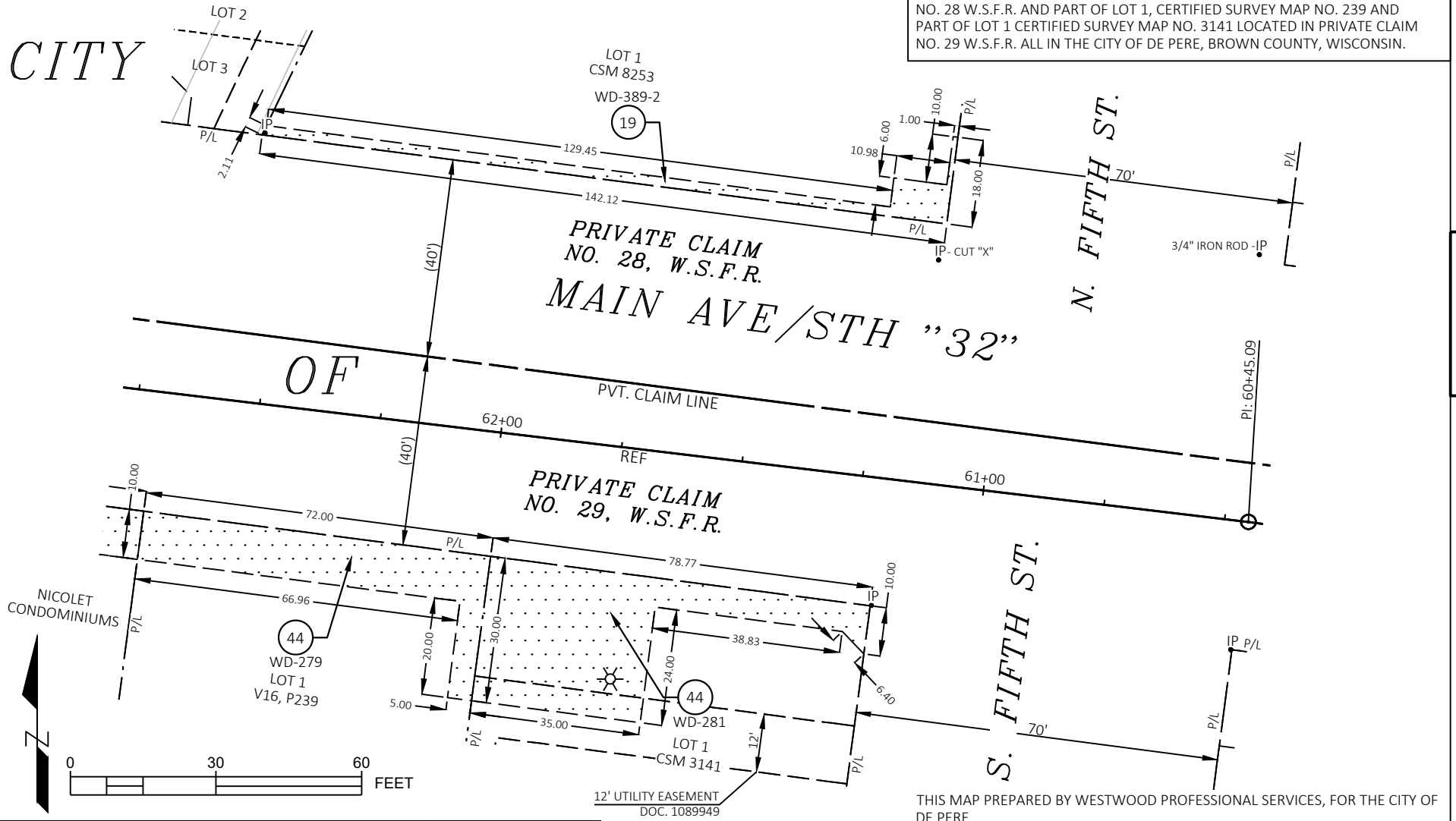
PURPOSE OF ALL TLE'S ARE FOR SLOPING, UNLESS OTHERWISE NOTED.

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R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 8

TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE  
STH 32 BROWN COUNTY

PART OF LOT 1, CERTIFIED SURVEY MAP NO. 8253 LOCATED IN PRIVATE CLAIM NO. 28 W.S.F.R. AND PART OF LOT 1, CERTIFIED SURVEY MAP NO. 239 AND PART OF LOT 1 CERTIFIED SURVEY MAP NO. 3141 LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



4

SCHEDULE OF LANDS AND INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
19	DUTCH BOYZ DE PERE, LLC	TLE	366
44	CAPITAL CREDIT UNION	TLE	2142

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

DE PERE

THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

NOTES:  
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PURPOSE OF ALL TLE'S ARE FOR SLOPING, UNLESS OTHERWISE NOTED.

ALL FOUND IP'S ARE 1 INCH IRON PIPES, UNLESS OTHERWISE NOTED.

R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 9

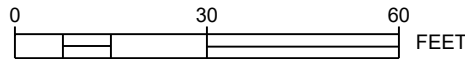
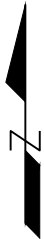
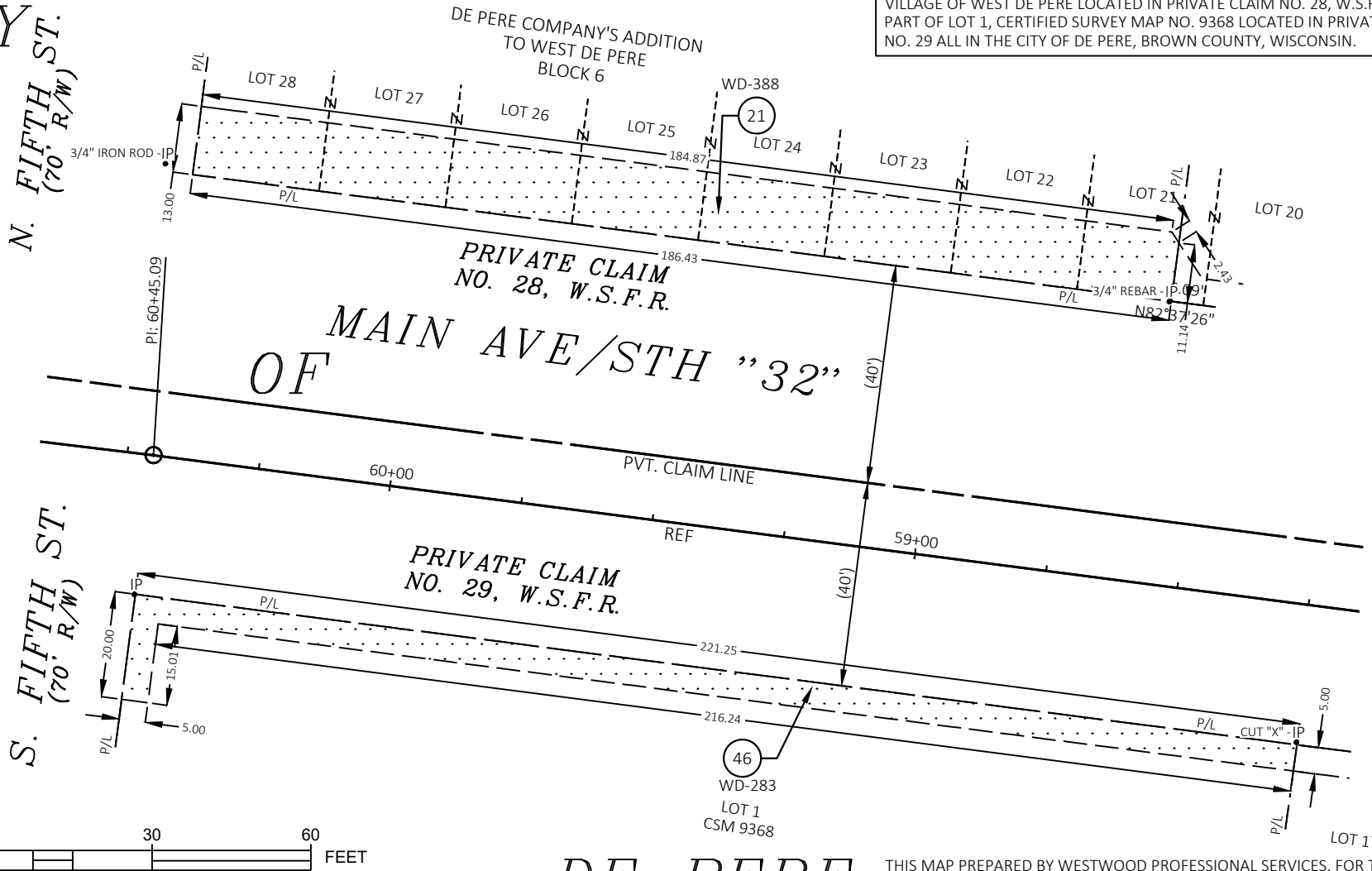
TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE  
STH 32 BROWN COUNTY

PART OF LOTS 21-28, BLOCK 6 OF DE PERE COMPANY'S ADDITION TO THE VILLAGE OF WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 28, W.S.F.R. AND PART OF LOT 1, CERTIFIED SURVEY MAP NO. 9368 LOCATED IN PRIVATE CLAIM NO. 29 ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

CITY

N. FIFTH ST.  
(70' R/W)

S. FIFTH ST.  
(70' R/W)



DE PERE

THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

SCHEDULE OF LANDS AND INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
21	OLD NELL PROPERTIES, LLC	TLE	2422
46	DE PERE HOTEL GROUP, LLC	TLE	1181

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

4

NOTES:  
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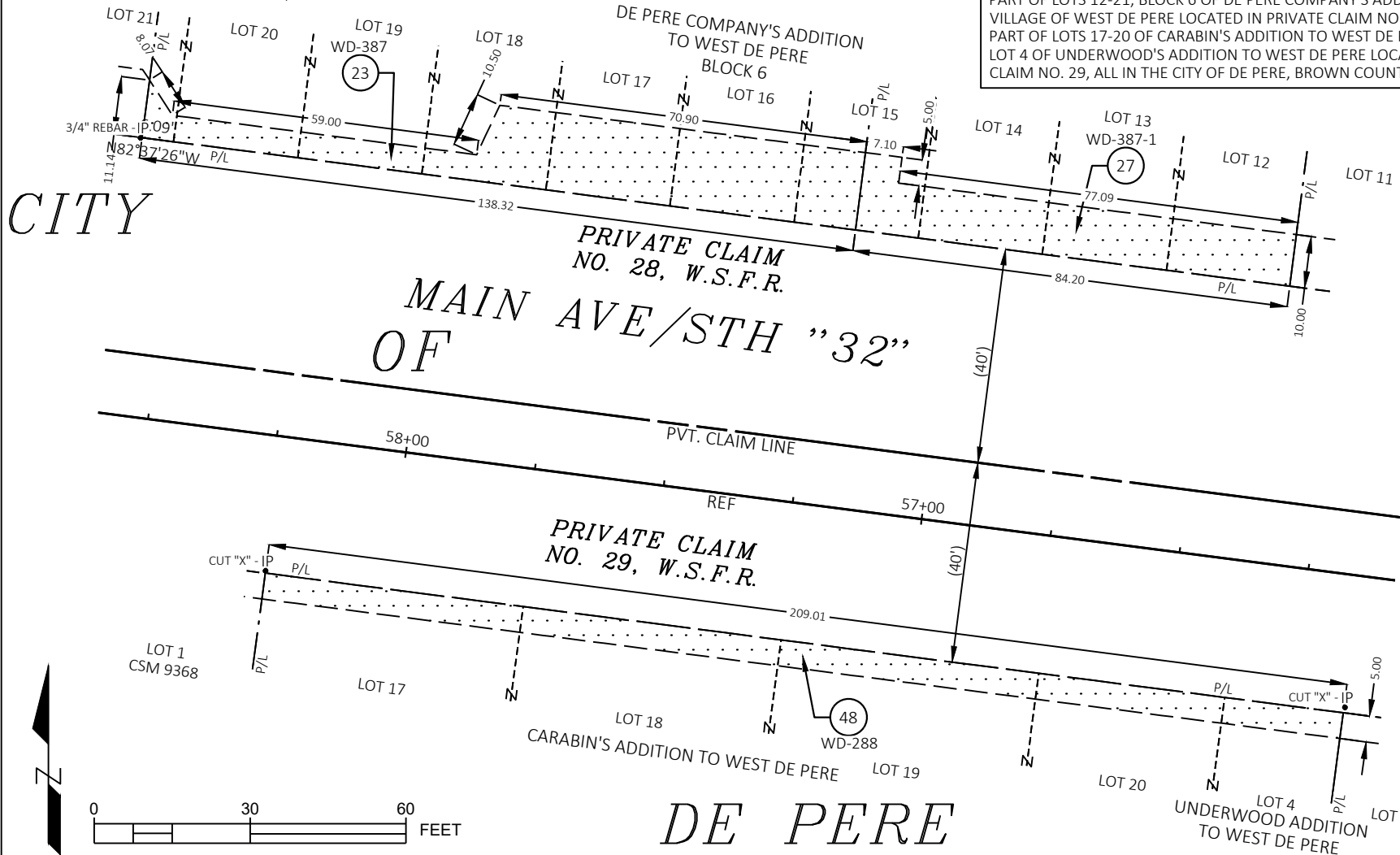
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R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 10

TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE  
STH 32 BROWN COUNTY

PART OF LOTS 12-21, BLOCK 6 OF DE PERE COMPANY'S ADDITION TO THE VILLAGE OF WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 28 W.S.F.R. AND PART OF LOTS 17-20 OF CARABIN'S ADDITION TO WEST DE PERE AND PART OF LOT 4 OF UNDERWOOD'S ADDITION TO WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 29, ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



4

SCHEDULE OF LANDS AND INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
23	F & J PROPERTIES LLC	TLE	1433
27	JAMES J. KROPP	TLE	877
48	THE CHEDDAR HOUSE, LLC	TLE	1045

THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

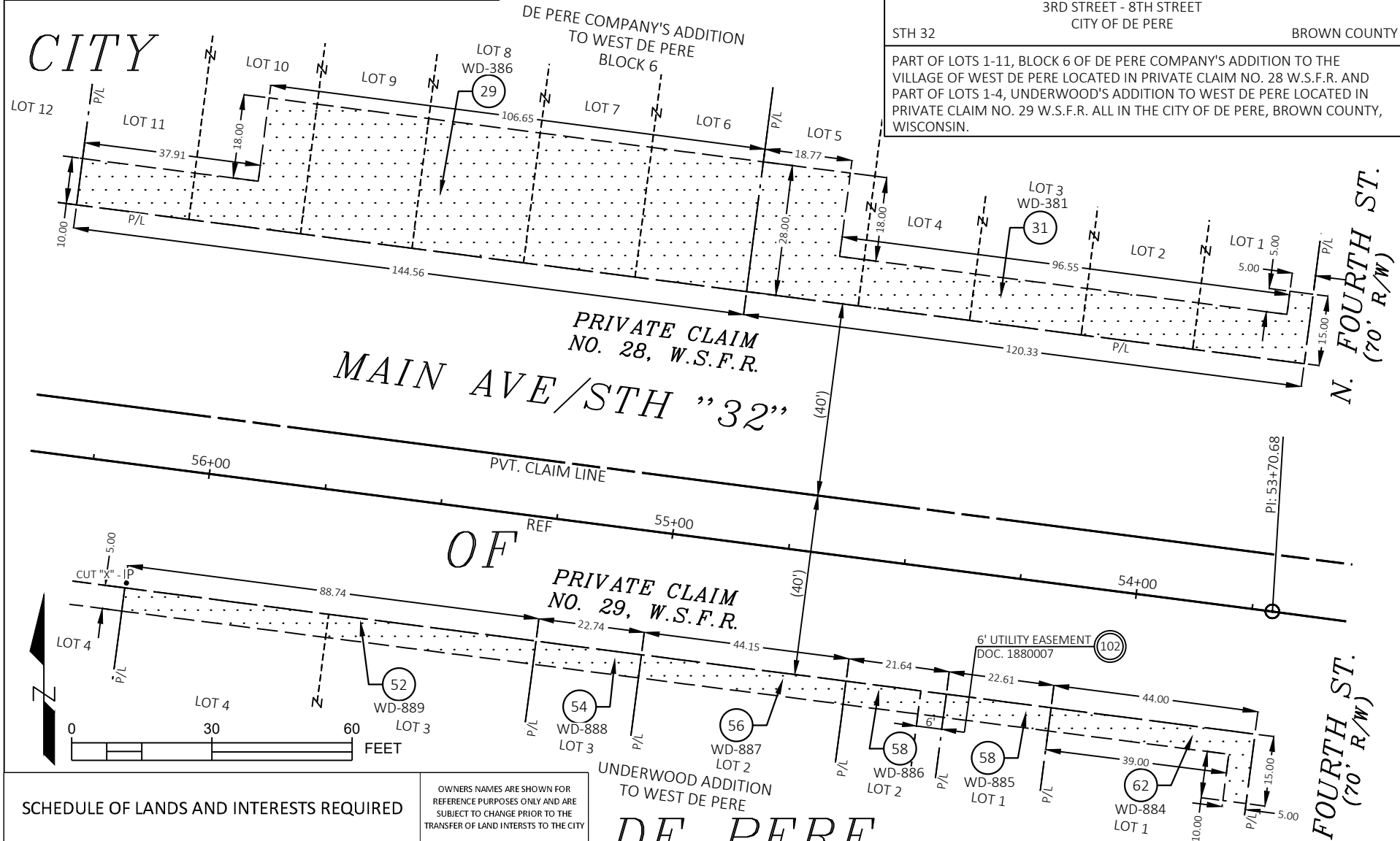
UTILITY	OWNER	INTERESTS REQUIRED
102	WE ENERGIES (ELECTRIC)	RELEASE OF RIGHTS

102 WE ENERGIES (ELECTRIC)  
PARCEL 58 - DOC. 1880007

R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 11

TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE  
STH 32 BROWN COUNTY

PART OF LOTS 1-11, BLOCK 6 OF DE PERE COMPANY'S ADDITION TO THE VILLAGE OF WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 28 W.S.F.R. AND PART OF LOTS 1-4, UNDERWOOD'S ADDITION TO WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



4

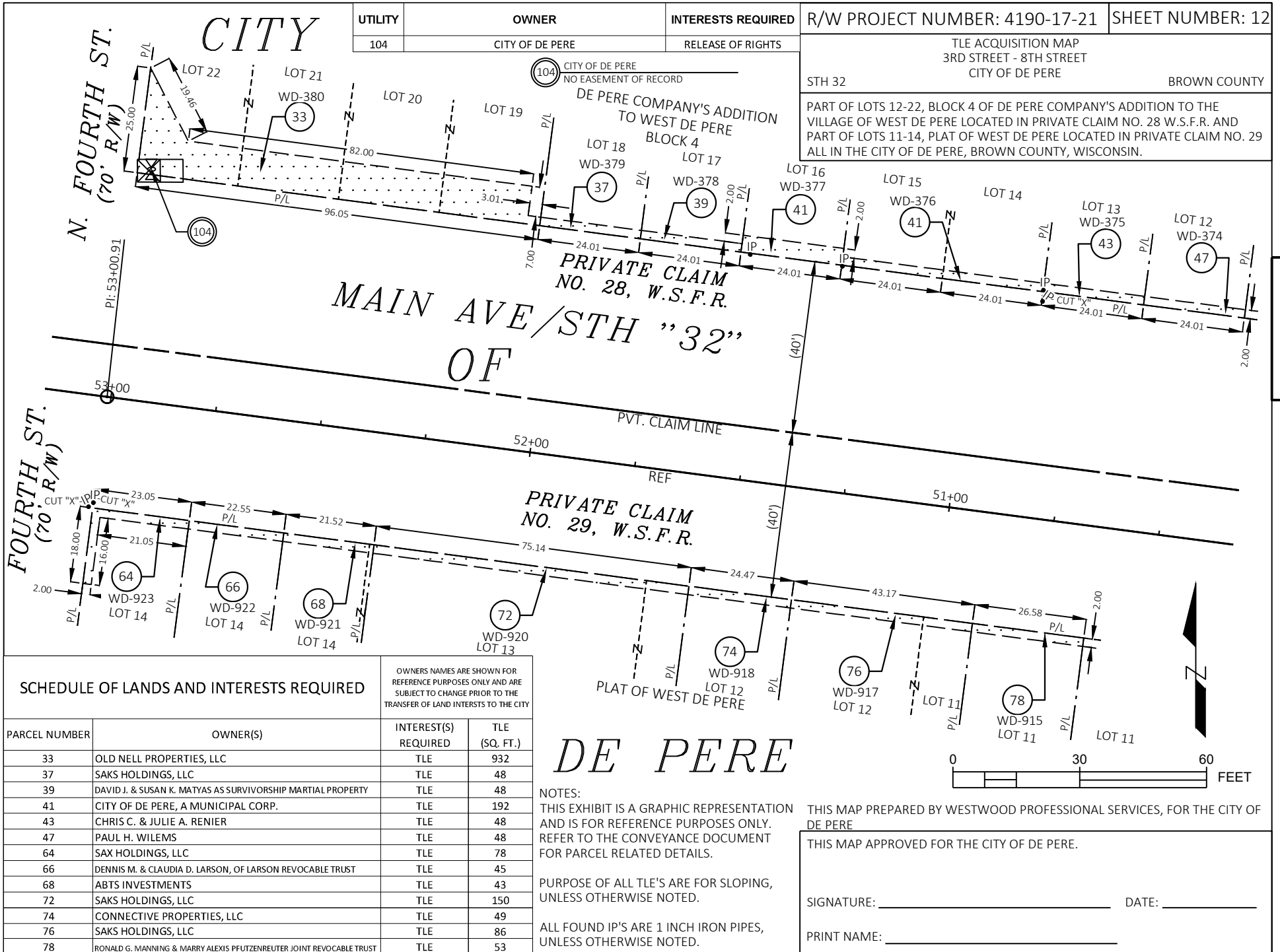
SCHEDULE OF LANDS AND INTERESTS REQUIRED		OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY	
PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
29	ISC PROPERTY, LLC	TLE	3365
31	WE4SECOR, LLC	TLE	1566
52	JAMES J. KROPP	TLE	444
54	417 MAIN, LLC	TLE	114
56	FORMULATE INFINITY HOMES LLC	TLE	221
58	LANCE A. KOLTZ AND SHANNA L. KOLTZ	TLE	221
62	SCHLEIS PROPERTIES, LLC	TLE	270

UNDERWOOD ADDITION TO WEST DE PERE

# DE PERE

NOTES:  
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THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE  
THIS MAP APPROVED FOR THE CITY OF DE PERE.  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_



UTILITY	OWNER	INTERESTS REQUIRED
104	CITY OF DE PERE	RELEASE OF RIGHTS

R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 12

TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE  
BROWN COUNTY

STH 32

PART OF LOTS 12-22, BLOCK 4 OF DE PERE COMPANY'S ADDITION TO THE VILLAGE OF WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 28 W.S.F.R. AND PART OF LOTS 11-14, PLAT OF WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 29 ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

SCHEDULE OF LANDS AND INTERESTS REQUIRED		OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY	
PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
33	OLD NELL PROPERTIES, LLC	TLE	932
37	SAKS HOLDINGS, LLC	TLE	48
39	DAVID J. & SUSAN K. MATYAS AS SURVIVORSHIP MARITAL PROPERTY	TLE	48
41	CITY OF DE PERE, A MUNICIPAL CORP.	TLE	192
43	CHRIS C. & JULIE A. RENIER	TLE	48
47	PAUL H. WILEMS	TLE	48
64	SAX HOLDINGS, LLC	TLE	78
66	DENNIS M. & CLAUDIA D. LARSON, OF LARSON REVOCABLE TRUST	TLE	45
68	ABTS INVESTMENTS	TLE	43
72	SAKS HOLDINGS, LLC	TLE	150
74	CONNECTIVE PROPERTIES, LLC	TLE	49
76	SAKS HOLDINGS, LLC	TLE	86
78	RONALD G. MANNING & MARRY ALEXIS PFUTZENREUTER JOINT REVOCABLE TRUST	TLE	53

# DE PERE

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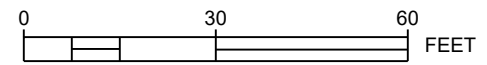
THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

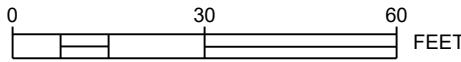
4



UTILITY	OWNER	INTERESTS REQUIRED
102	WE ENERGIES (ELECTRIC)	RELEASE OF RIGHTS

R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 13

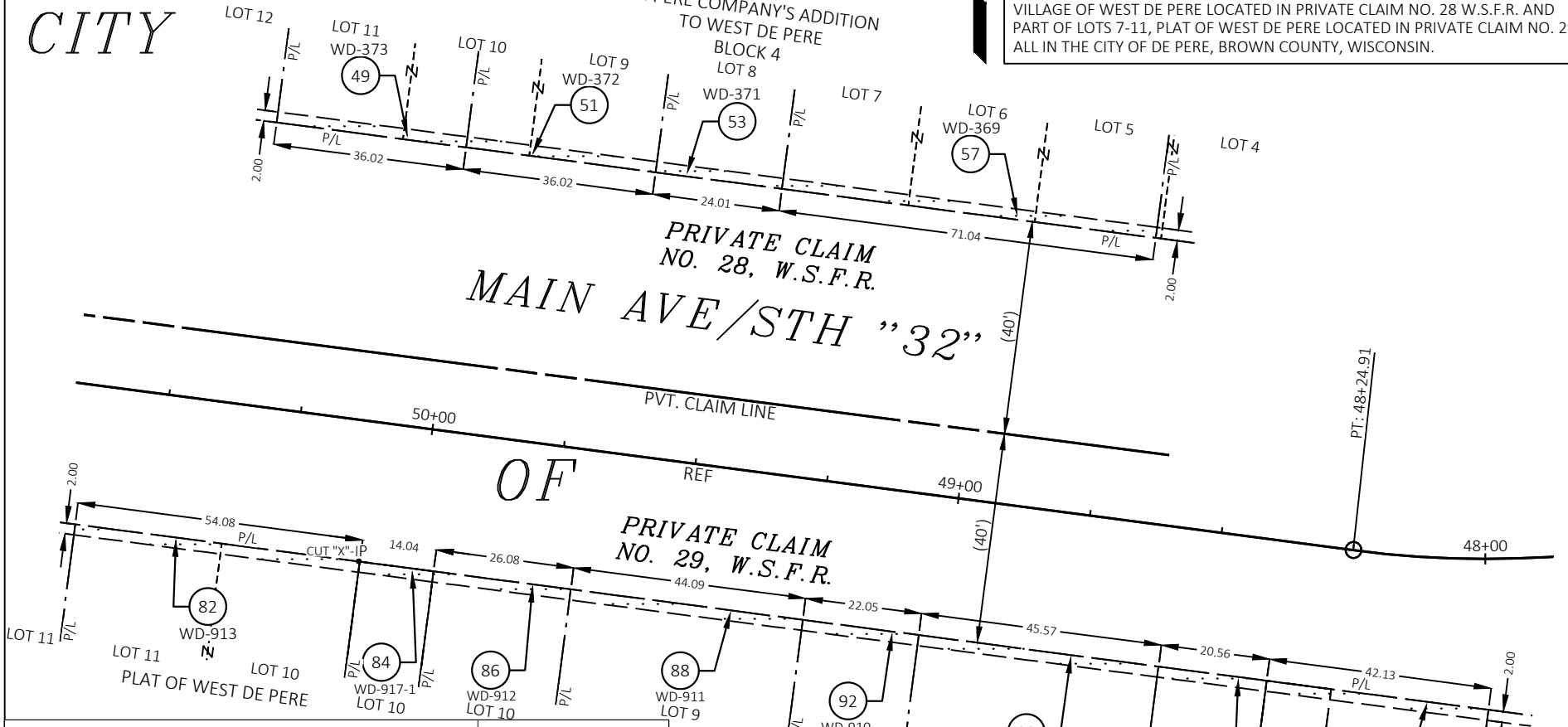
102 WE ENERGIES (ELECTRIC)  
PARCEL 96 - DOC. 2646944



TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE  
BROWN COUNTY

STH 32

PART OF LOTS 5-11, BLOCK 4 OF DE PERE COMPANY'S ADDITION TO THE VILLAGE OF WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 28 W.S.F.R. AND PART OF LOTS 7-11, PLAT OF WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 29 ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



4

SCHEDULE OF LANDS AND INTERESTS REQUIRED		OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY	
PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
49	RICK J. HEYRMAN DBA SHAKERS SPORTS BAR	TLE	72
51	S&K LONGRANCH, LLC	TLE	72
53	STAGECOACH ENTERPRISES L.L.C.	TLE	48
57	THE CONNECTIVE, LLC	TLE	142
82	MIRHASHEMI, INC	TLE	108
84	CITY OF DE PERE	TLE	28
86	THOMAS M. & JOHN R. NICK D/B/A/ NICK BROTHERS PARTNERSHIP	TLE	52
88	TIKENS HOLDINGS LLC	TLE	88
92	LIFE CHURCH GREEN BAY, INC.	TLE	135
94	313 MAIN IN DE PERE, LLC	TLE	41
96	GAVIC HOLDINGS, LLC (F/K/A PHE WI, LLC)	TLE	84

# DE PERE

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THIS MAP APPROVED FOR THE CITY OF DE PERE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

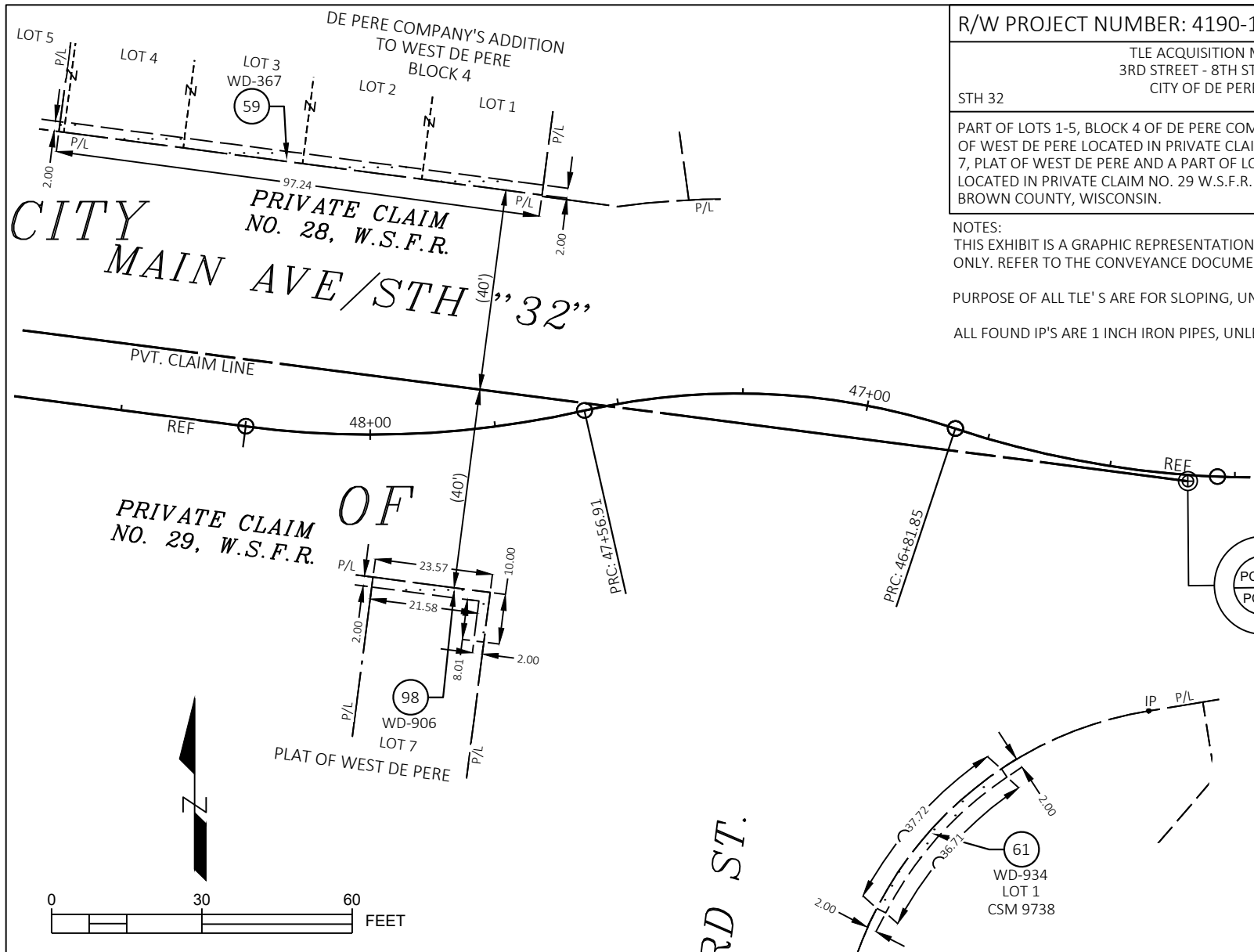
PRINT NAME: \_\_\_\_\_

PART OF LOTS 1-5, BLOCK 4 OF DE PERE COMPANY'S ADDITION TO THE VILLAGE OF WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 28 W.S.F.R., A PART OF LOT 7, PLAT OF WEST DE PERE AND A PART OF LOT 1, CERTIFIED SURVEY MAP 9738, LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

NOTES:  
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4

SCHEDULE OF LANDS AND INTERESTS REQUIRED		OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY	
PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
59	HAWK HOLDINGS, LLC	TLE	194
61	ST. NORBERT COLLEGE, INC., A WISCONSIN CORPORATION	TLE	74
98	PHE WI, LLC	TLE	63

THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

CITY

PRIVATE CLAIM  
NO. 29, W.S.F.R.

R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 15

TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE BROWN COUNTY

STH 32  
PART OF LOT 37 OF CARABIN'S ADDITION TO WEST DE PERE LOCATED IN  
PRIVATE CLAIM NO. 29 W.S.F.R. IN THE CITY OF DE PERE, BROWN COUNTY,  
WISCONSIN.

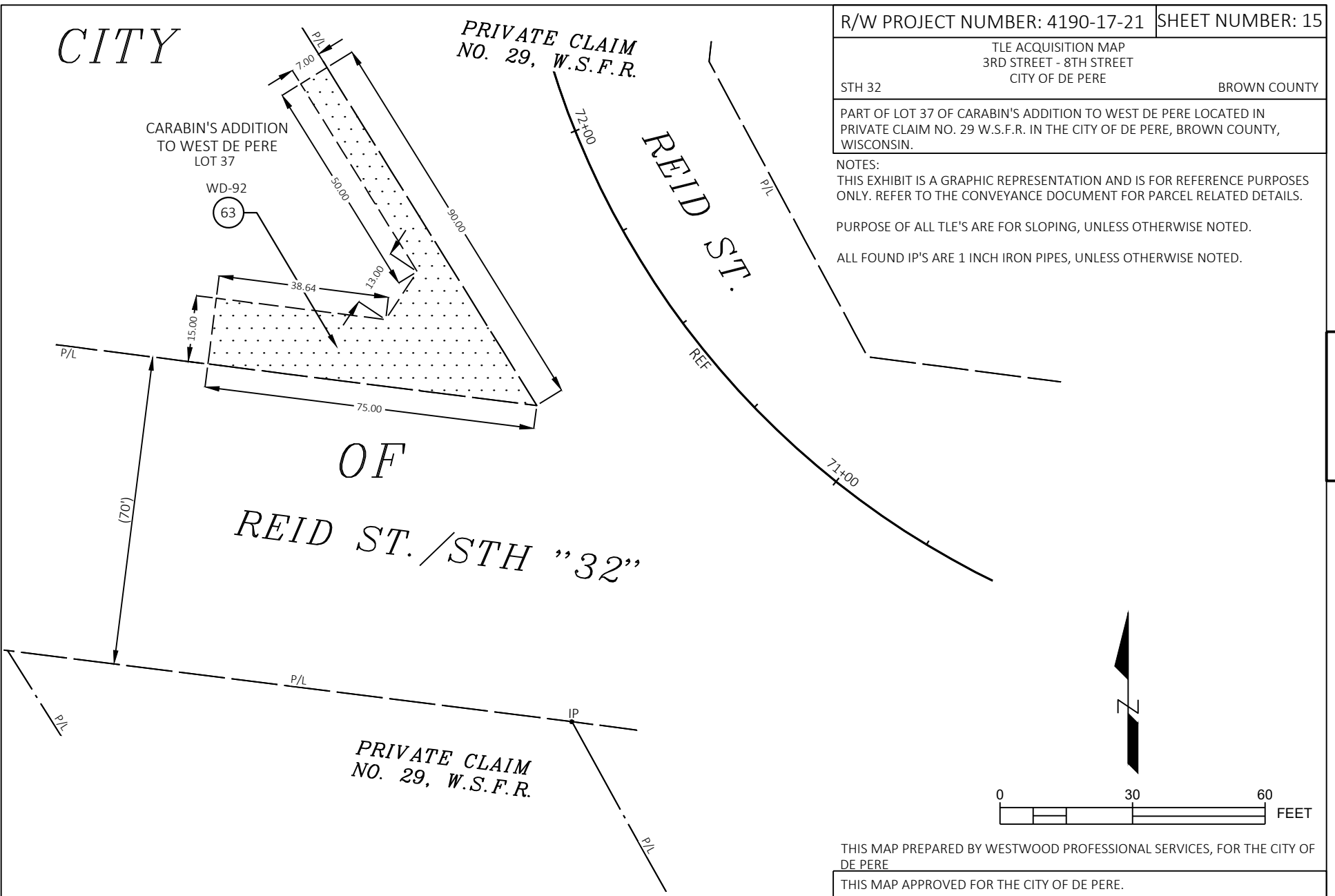
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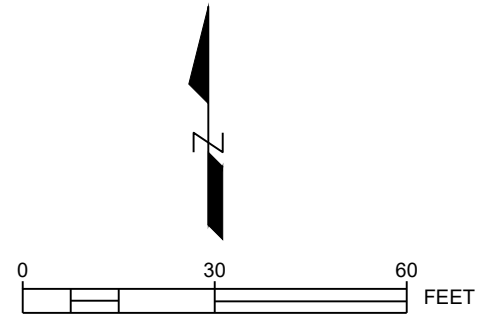
ALL FOUND IP'S ARE 1 INCH IRON PIPES, UNLESS OTHERWISE NOTED.

CARABIN'S ADDITION  
TO WEST DE PERE  
LOT 37

WD-92  
63



4



THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DE PERE

SCHEDULE OF LANDS AND INTERESTS REQUIRED		OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY	
PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
63	WISCONSIN CENTRAL LTD F/K/A FOX VALLEY & WESTERN LTD	TLE	1597

UTILITY	OWNER	INTERESTS REQUIRED
105	WE ENERGIES (GAS)	RELEASE OF RIGHTS
106	CHICAGO & NORTHWESTERN RAILWAY COMPANY	RELEASE OF RIGHTS

105 WE ENERGIES (GAS)  
PARCEL 42 - NO EASEMENT OF RECORD

106 CHICAGO & NORTHWESTERN RAILWAY COMPANY  
PARCEL 42 & 102 - DOC. 1797A

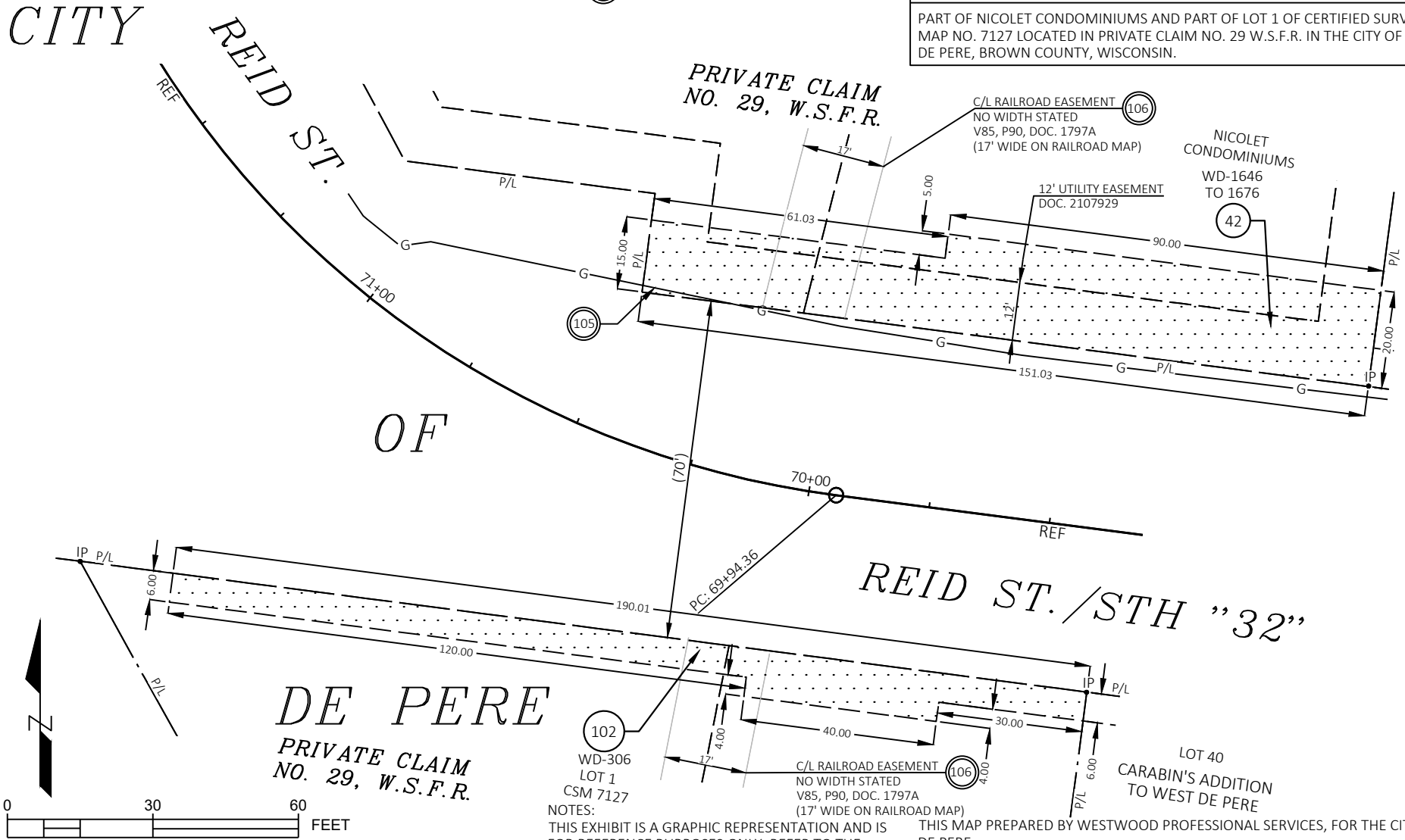
R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 16

TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE

STH 32

BROWN COUNTY

PART OF NICOLET CONDOMINIUMS AND PART OF LOT 1 OF CERTIFIED SURVEY  
MAP NO. 7127 LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. IN THE CITY OF  
DE PERE, BROWN COUNTY, WISCONSIN.



4

102 WD-306  
LOT 1  
CSM 7127

106 C/L RAILROAD EASEMENT  
NO WIDTH STATED  
V85, P90, DOC. 1797A  
(17' WIDE ON RAILROAD MAP)

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THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

**SCHEDULE OF LANDS AND INTERESTS REQUIRED**

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
42	NICOLET CONDOMINIUMS	TLE	1322
102	N.E.W. DEVELOPERS, LLC	TLE	1300

PURPOSE OF ALL TLE'S ARE FOR SLOPING, UNLESS OTHERWISE NOTED.

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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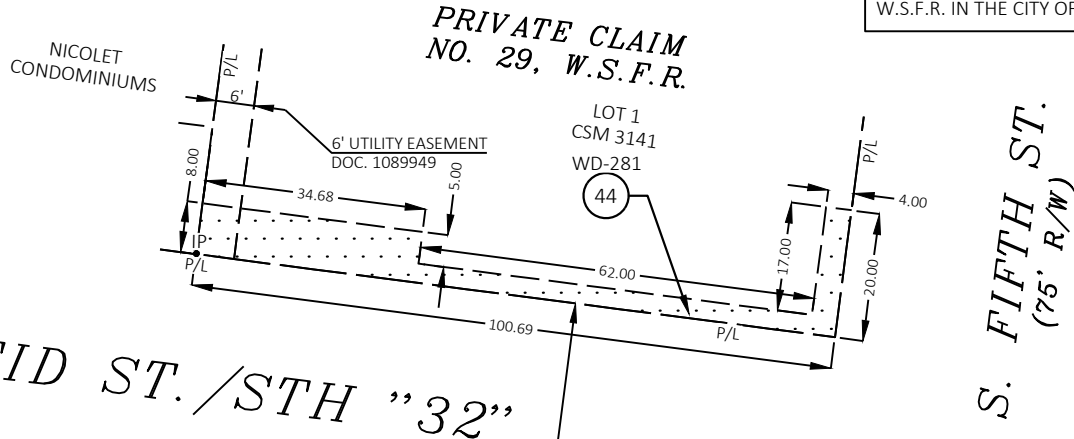
ALL FOUND IP'S ARE 1 INCH IRON PIPES, UNLESS OTHERWISE NOTED.

R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 17

TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE  
STH 32 BROWN COUNTY

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7127 AND PART OF LOTS 40-42 OF CARABIN'S ADDITION TO WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

CITY

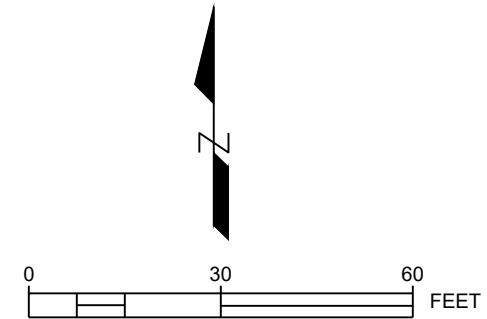


REID ST./STH "32"

S. FIFTH ST.  
(75' R/W)

OF

S. FIFTH ST.  
(75' R/W)



PRIVATE CLAIM  
NO. 29, W.S.F.R.

DE PERE

SCHEDULE OF LANDS AND INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
44	CAPITAL CREDIT UNION	TLE	544
104	GRANT STREET HOLDINGS, LLC	TLE	505

THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

4

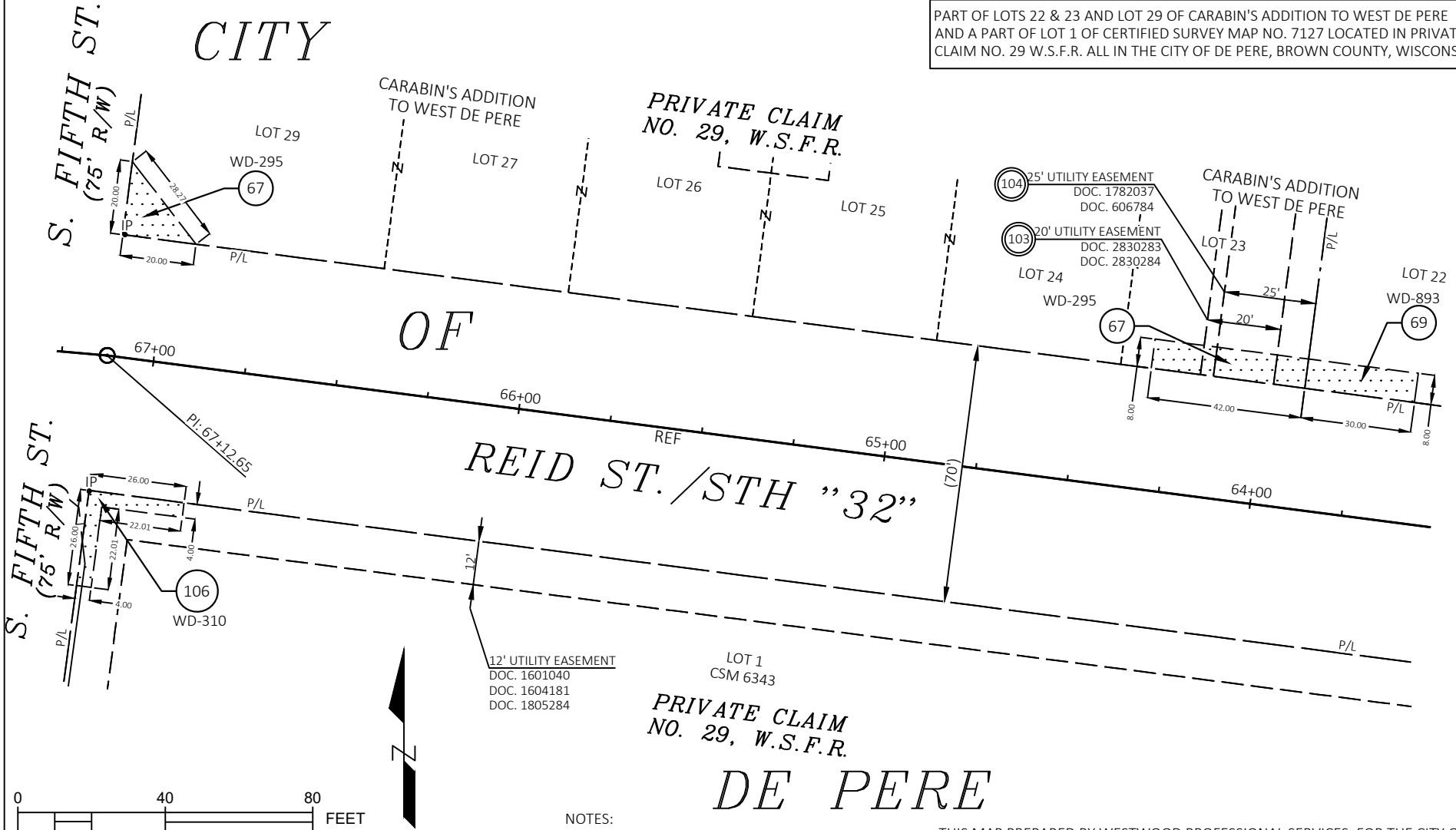
UTILITY	OWNER	INTERESTS REQUIRED
103	AT&T	RELEASE OF RIGHTS
104	CITY OF DE PERE	RELEASE OF RIGHTS

- (103) AT&T  
PARCEL 67 - DOC. 2830283 & 2830284
- (104) CITY OF DE PERE  
PARCEL 67 - DOC. 1782037 & 606784

R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 18

TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE  
BROWN COUNTY

PART OF LOTS 22 & 23 AND LOT 29 OF CARABIN'S ADDITION TO WEST DE PERE AND A PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7127 LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



4

SCHEDULE OF LANDS AND INTERESTS REQUIRED			
PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
67	PARK PLACE HOLDINGS - REID STREET	TLE	535
69	PARK PLACE HOLDINGS - 400 REID, LLC	TLE	240
106	NICOLET HIGHLANDS, LLC	TLE	192

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

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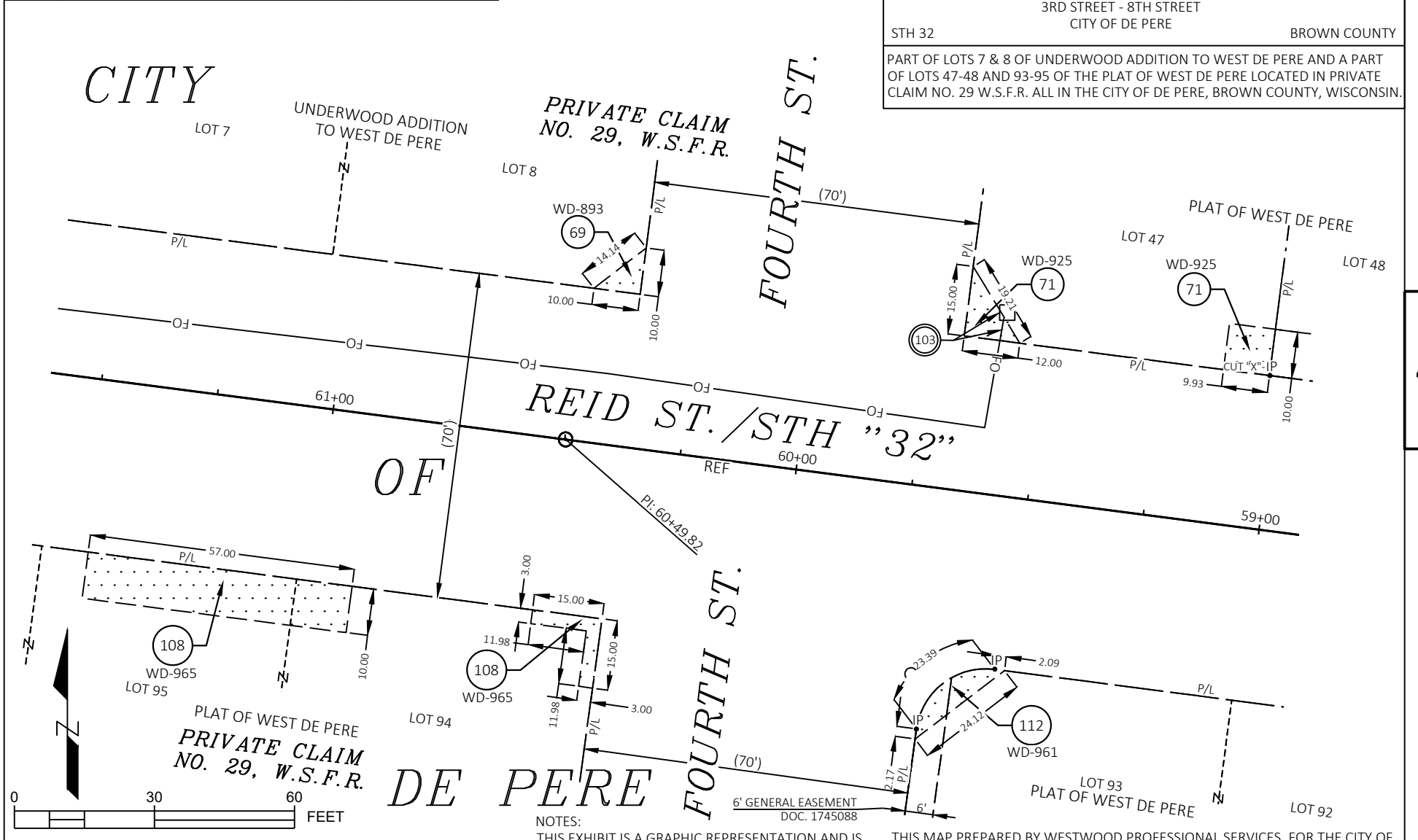
UTILITY	OWNER	INTERESTS REQUIRED
103	AT&T	RELEASE OF RIGHTS

103 AT&T  
PARCEL 71 - NO EASEMENT OF RECORD

R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 19

TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE  
STH 32 BROWN COUNTY

PART OF LOTS 7 & 8 OF UNDERWOOD ADDITION TO WEST DE PERE AND A PART OF LOTS 47-48 AND 93-95 OF THE PLAT OF WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. ALL IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



4

SCHEDULE OF LANDS AND INTERESTS REQUIRED		OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY	
PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
69	PARK PALCE HOLDINGS - 400 REID, LLC	TLE	50
71	BLACK PUCK REALTY LLC	TLE	189
108	JAYAMBEY LLC, A WISCONSIN LIABILITY CO	TLE	651
112	HOWALD LLC, A WISCONSIN LIABILITY COMPANY	TLE	97

NOTES:  
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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

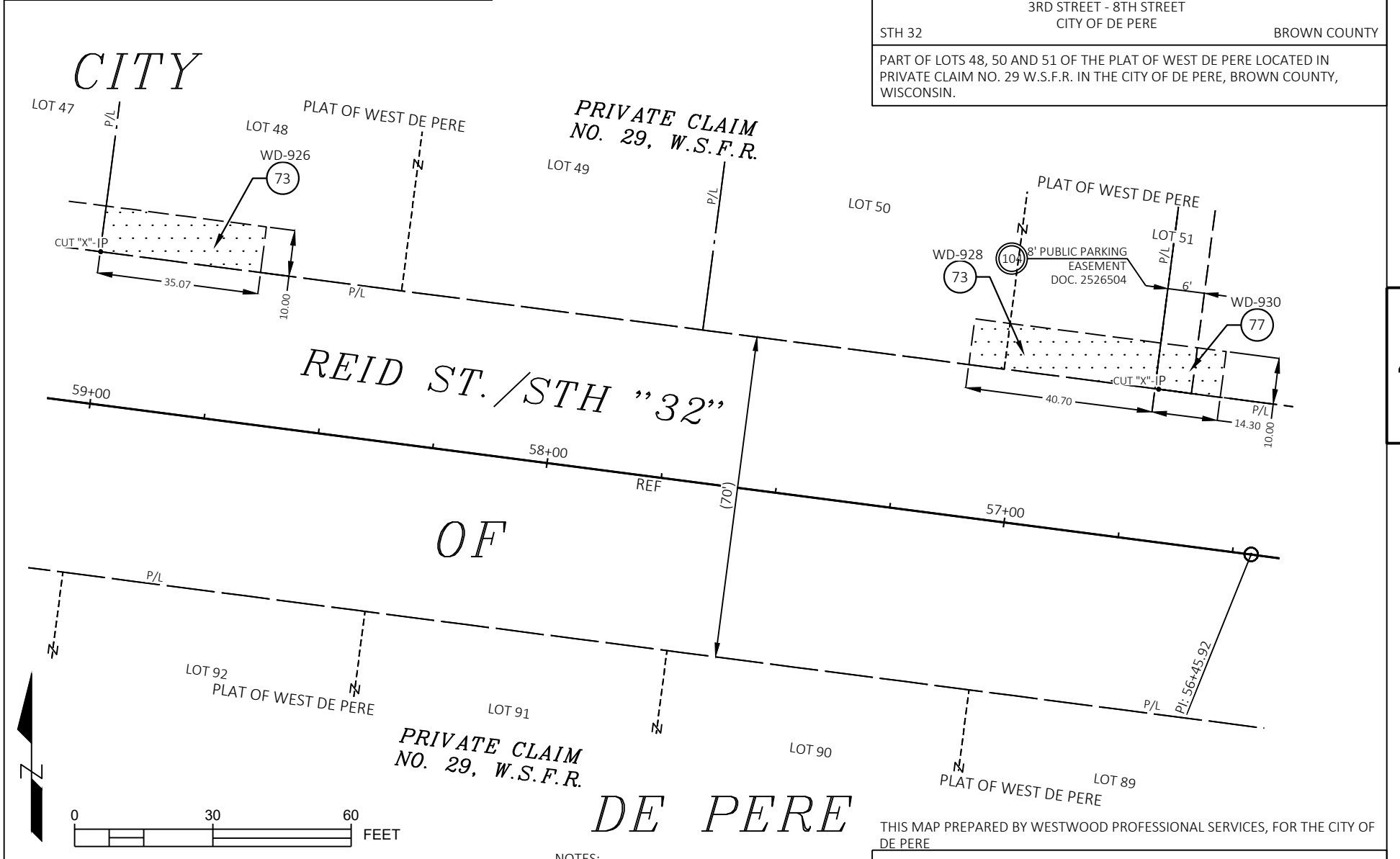
UTILITY	OWNER	INTERESTS REQUIRED
104	CITY OF DE PERE	RELEASE OF RIGHTS

104 CITY OF DE PERE  
PARCEL 77 - DOC. 2526504

R/W PROJECT NUMBER: 4190-17-21 SHEET NUMBER: 20

TLE ACQUISITION MAP  
3RD STREET - 8TH STREET  
CITY OF DE PERE  
BROWN COUNTY

PART OF LOTS 48, 50 AND 51 OF THE PLAT OF WEST DE PERE LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



4

SCHEDULE OF LANDS AND INTERESTS REQUIRED		OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY	
PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
73	THE CITY OF DE PERE, A WISCONSIN MUNICIPAL CORP	TLE	758
77	LUTSEY ENTERPRISES, L.L.P.	TLE	143

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PURPOSE OF ALL TLE'S ARE FOR SLOPING, UNLESS OTHERWISE NOTED.

THIS MAP PREPARED BY WESTWOOD PROFESSIONAL SERVICES, FOR THE CITY OF DE PERE

THIS MAP APPROVED FOR THE CITY OF DE PERE.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_



**Request for Common Council Action**

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**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** Development Services  
**FROM:** Peter Schleinz, City Planner/Zoning Administrator  
**SUBJECT:** Recommendation from Plan Commission to approve a 3-lot certified survey map at 700 BLK Millennium CT (Parcels ED-2311, ED-2313-1, ED-2314, ED-2315).  
**RECOMMENDED ACTION:** Motion to approve.

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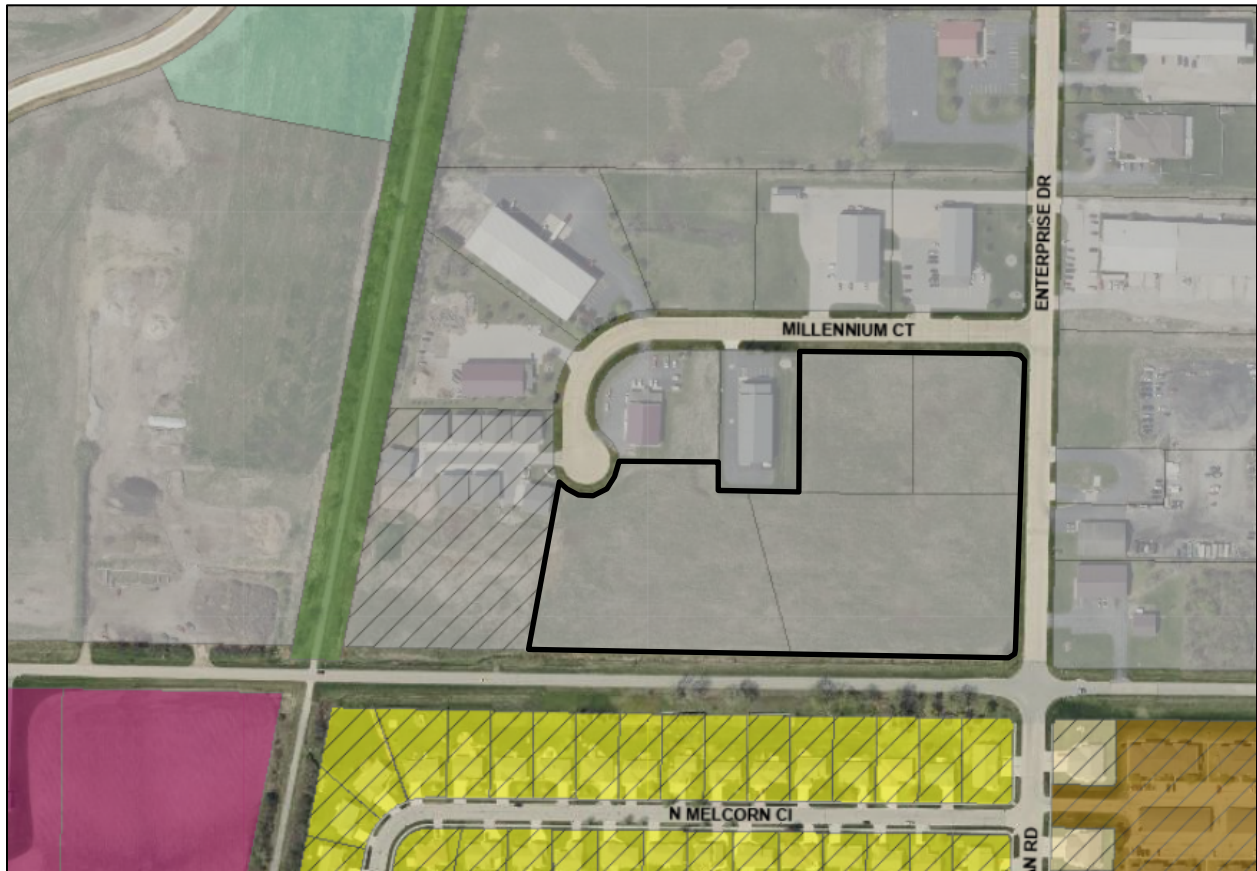
On December 15, 2025, Plan Commission unanimously recommended approval by a vote of 6-0.

**ATTACHMENTS:**

PC Report, Application and Preliminary CSM - 03 Dec 2025

Consideration and possible action for a 3-lot certified survey map at 700 BLK Millennium CT (Parcels ED-2311, ED-2313-1, ED-2314, ED-2315).

**SITE MAP**



- REQUESTED ACTION:** Certified Survey Map Approval (File CSM 25-07).
- COMMON DESCRIPTION:** 700 BLK Millennium CT, west from the Millennium CT and Enterprise DR intersection.
- ZONING:** BP-2 (Business Park 2 District).
- NOTE: On December 15, 2025, Plan Commission will consider a zoning map amendment from BP-2 to BP-1.*
- SURROUNDING LAND USES:** Business park (BP-2 &BP-2 PDD) to the north, east, and west.  
Residential (R1-60 PDD) and future southern bypass to the south.
- COMPREHENSIVE PLAN:** Industrial Park.
- APPLICANT / OWNERS:** Authorized Representative and Property Owner  
City of De Pere  
ATTN: Peter Schlein  
335 S Broadway ST  
De Pere, WI 54115

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**LAND USE HISTORY:** After a review of air photographs, the area began developing in the 1990s.

**STAFF REVIEW:** When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. Lot 1 is for future multi-unit residential use.

- Lot 1 is planned for future Commercial Service - Other Service use.
- Lot 2 is planned for future Commercial Service - Other Service use.
- Lot 3 is reserved for future development or land divisions.
- On December 15, 2025, Plan Commission will consider a zoning map amendment from BP-2 to BP-1. The BP-1 District is a better match for the existing uses and lot sizes that are found on Millennium CT. BP-1 also allows for the development of 1-1.5 acre lot sizes, similar to what is found on Millennium CT.

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

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

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

1. Meeting all other state and local regulations, including the City of De Pere and Brown County Planning Commission.
2. A successful zoning map amendment from BP-2 to BP-2 must occur prior to recording the CSM, due to the proposed acreage for Lots 1-2.
3. Subject to the following Engineering conditions:
  - a. Add a note that references that Rockland Road is the future Southern Bridge Corridor (CTH GV).
  - b. The note regarding no vehicular ingress or egress onto Rockland Road must remain on the CSM.
  - c. Revise the utility easement language to state "City of De Pere, Grantor to City of De Pere and other public utilities, grantees,...".
  - d. Revise the utility easement along Rockland Road that is 30 feet wide to cover the City's water main.



# Planning/Zoning Application

Submitted On:

Dec 3, 2025, 11:11AM EST

## Planning & Zoning Department

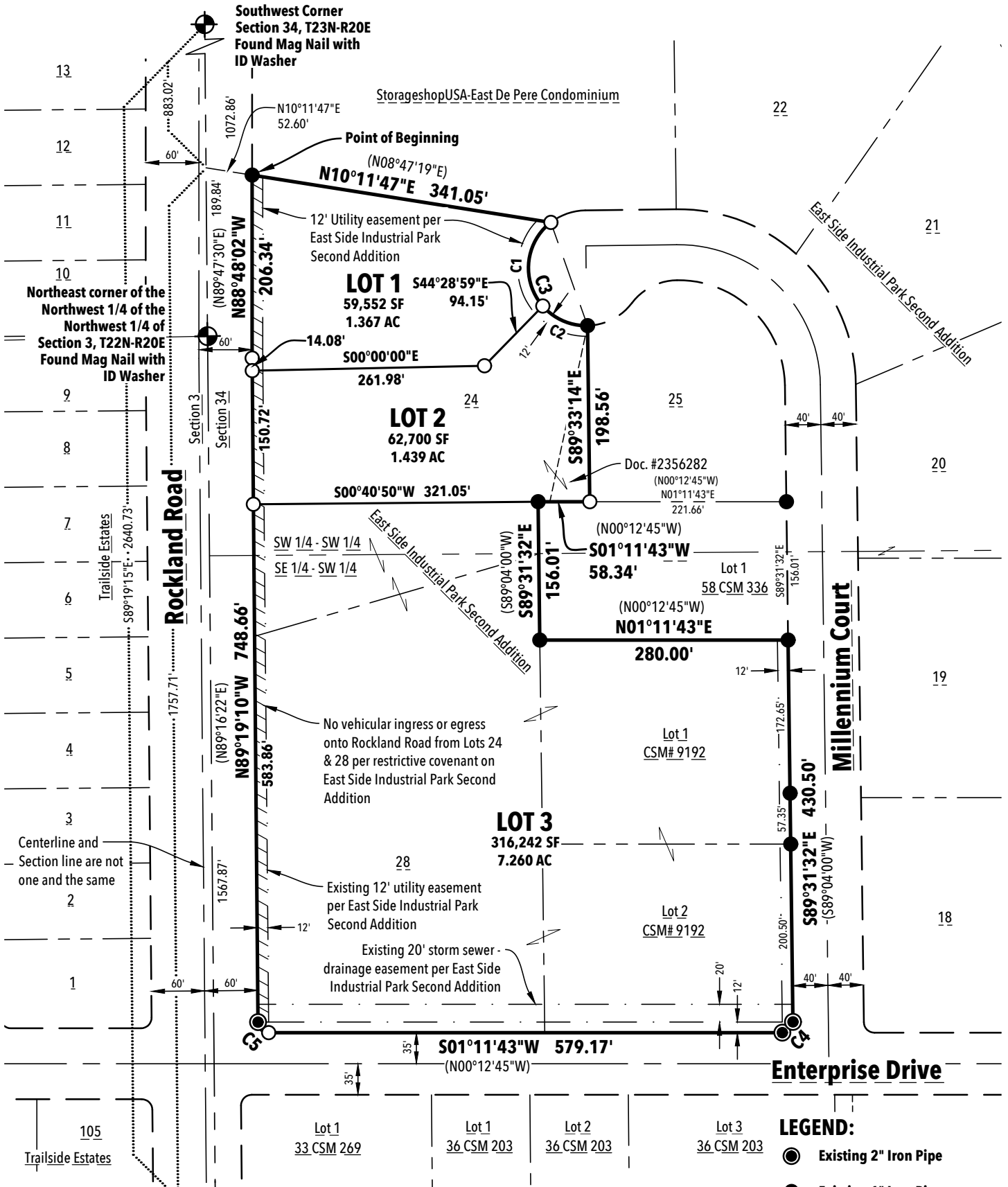
<b>Parcel Number: (Include ALL parcels)</b>	ED-2311, ED-2313-1, ED-2314, ED-2315
<b>Nearest property address to the project site:</b>	<b>Street Address:</b> 700 BLK Millennium CT <b>City:</b> De Pere <b>State:</b> WI <b>Zip:</b> 54115
<b>Check each project type that is being applied for:</b>	CSM
<b>Current De Pere Zoning Districts:</b>	BP-2
<b>Existing Site Land Uses:</b>	Undeveloped/Vacant/Agricultural
<b>Proposed Site Land Uses:</b>	Business Park/Industrial
<b>Does the project comply with the Comprehensive Plan?</b>	Yes
<b>Has City Staff been contacted for a pre-consultation meeting?</b>	Yes
<b>Property Owner:</b>	<b>First Name:</b> City of De Pere <b>Last Name:</b> City of De Pere
<b>Is the property owner's address the same as the nearest property address?</b>	No
<b>Property Owner's Address:</b>	<b>Street Address:</b> 335 S Broadway ST <b>City:</b> De Pere <b>State:</b> WI <b>Zip:</b> 54115
<b>Property Owner's Phone Number:</b>	920-339-4043
<b>Property Owner's Email Address:</b>	pschleinz@deperewi.gov
<b>Is someone processing the project for the property owner as their authorized representative?</b>	Yes
<b>Authorized Representative's Name:</b>	<b>First Name:</b> Peter <b>Last Name:</b> Schleinz
<b>Authorized Representative's Business Name:</b>	City of De Pere

<b>Authorized Representative's Address:</b>	<b>Street Address:</b> 335 S Broadway ST <b>City:</b> De Pere <b>State:</b> WI <b>Zip:</b> 54115
<b>Authorized Representative's Phone Number:</b>	920-339-4043
<b>Authorized Representative's Email Address:</b>	pschleinz@deperewi.gov
<b>Number of lots in the CSM:</b>	3
<b>Number of outlots in the CSM:</b>	0
<b>Please attach 1 PDF copy of the CSM.</b>	Draft CSM_11-24-25.pdf
<b>How do you plan on paying for your application?</b>	City is the petitioner
<b>Total Due:</b>	\$375.00
<b>Signature Data</b>	<p>First Name: Peter  Last Name: Schleinz  Email Address: pschleinz@deperewi.gov</p> <div style="text-align: center; margin-top: 20px;">  </div> <p>Signed at: December 3, 2025 11:11am America/New_York</p>
<b>User's Session Information</b>	IP Address: 216.56.64.34 Referrer URL:

PRELIMINARY

# CERTIFIED SURVEY MAP

ALL OF LOTS 1 AND 2, CERTIFIED SURVEY MAP NUMBER 9192, DOCUMENT NUMBER 2912207, ALL OF LOT 28 AND PART OF LOTS 24 AND 25, EAST SIDE INDUSTRIAL PARK SECOND ADDITION, VOLUME 21 OF PLATS, PAGE 57, DOCUMENT NUMBER 1701384, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 34, TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



### LEGEND:

- Existing 2" Iron Pipe
- Existing 1" Iron Pipe
- Set 1" x 18" Iron Pipe with cap weighing 1.13 lbs./lin. ft.
- ⊕ County PLSS Monument
- ( ) Record bearing or distance

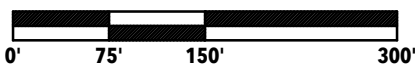
### AFFECTED PARCEL:

- ED-2311
- ED-2315
- ED-2313-1
- ED-2314



South 1/4 Corner  
Section 34, T23N-R20E  
Found Mag Nail with  
ID Washer

SCALE: 1" = 150'



Bearings are referenced to the Brown County  
Coordinate System. The south line of the southwest  
1/4 of Section 34, T23N-R20E bears S89°19'15"E.



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SHEET 1 OF 4

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# CERTIFIED SURVEY MAP

**ALL OF LOTS 1 AND 2, CERTIFIED SURVEY MAP NUMBER 9192, DOCUMENT NUMBER 2912207, ALL OF LOT 28 AND PART OF LOTS 24 AND 25, EAST SIDE INDUSTRIAL PARK SECOND ADDITION, VOLUME 21 OF PLATS, PAGE 57, DOCUMENT NUMBER 1701384, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 34, TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN**

**SURVEYOR'S CERTIFICATE:**

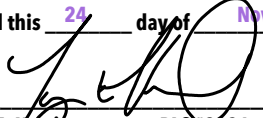
I, Troy E. Hewitt, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, mapped and divided all of all of Lots 1 and 2, Certified Survey Map Number 9192, Document Number 2912207, all of Lot 28 and part of Lots 24 and 25, East Side Industrial Park Second Addition, Volume 21 of Plats, Page 57, Document Number 1701384, located in part of the Southeast 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southwest 1/4, all in Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the southwest corner of said Section 34; thence S89°19'15"E, 883.02 feet on the south line of said southwest 1/4 to the southerly extension of the west line of said Lot 24; thence N10°11'47"E, 52.60 feet on said southerly extension to the north right of way of Rockland Road, the POINT OF BEGINNING; thence continuing N10°11'47"E, 341.05 feet on said west line to the south right of way of Millennium Court; thence 162.90 feet on the arc of a 65.00 foot radius curve to the left, having a long chord which bears N71°36'41.5"E, 123.49 feet on said south right of way to the north line of land described in Document Number 2356282; thence S89°33'14"E, 198.56 feet on said north line to the west line of Lot 1, Volume 58 of Certified Survey Maps, Page 336, Map Number 8365, Document Number 2645522; thence S01°11'43"W, 58.34 feet on said west line to the southwest corner of said Lot 1; thence S89°31'32"E, 156.01 feet on the south line of said Lot 1 to the southwest corner of Lot 1, of said Certified Survey Map Number 9192; thence N01°11'43"E, 280.00 feet on the west line of said Lot 1 to the south right of way of Millennium Court; thence S89°31'32"E, 430.50 feet on said south right of way; thence 19.00 feet on the arc of a 12.00 foot radius curve to the right, having a long chord which bears S44°09'54.5"E, 17.08 feet on said south right of way to the west right of way of Enterprise Drive; thence S01°11'43"W, 579.17 feet on said west right of way; thence 18.74 feet on the arc of a 12.00 foot radius curve to the right, having a long chord which bears S45°56'16.5"W, 16.89 feet on said west right of way to said north right of way of Rockland Road; thence N89°19'10"W, 748.66 feet on said north right of way; thence N88°48'02"W, 206.34 feet on said north right of way to the Point of Beginning.

Said parcel contains 438,494 Square Feet (10.066 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 24 day of November, 2025.

  
 Troy E. Hewitt      PLS #2831  
 ROBERT E. LEE & ASSOCIATES, INC.  
 Original: 2/7/2025  
 Revised: 11/24/2025



**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.

Curve Table							
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	93°28'51"	65.00'	106.05'	S83°19'51.5"E	94.67'	S36°35'26"E	N49°55'43"E
C2	50°06'54" (143°38'06")	65.00'	56.85' (162.95')	N24°52'16"E (S70°08'29"W)	55.06' (123.51')	N49°55'43"E	N00°11'11"W
C3	143°35'45"	65.00'	162.90'	N71°36'41.5"E	123.49'	S36°35'26"E	N00°11'11"W
C4	90°43'15"	12.00'	19.00'	S44°09'54.5"E	17.08'	N01°11'43"E	N89°31'32"W
C5	89°29'07"	12.00'	18.74'	S45°56'16.5"W	16.89'	S89°19'10"E	N01°11'43"E

# CERTIFIED SURVEY MAP

ALL OF LOTS 1 AND 2, CERTIFIED SURVEY MAP NUMBER 9192, DOCUMENT NUMBER 2912207, ALL OF LOT 28 AND PART OF LOTS 24 AND 25, EAST SIDE INDUSTRIAL PARK SECOND ADDITION, VOLUME 21 OF PLATS, PAGE 57, DOCUMENT NUMBER 1701384, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 34, 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 and divided as represented on this map. We also do further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection: CITY OF DE PERE

James Boyd, City of De Pere Mayor

Date

Carey E. Danen, City of De Pere Clerk

Date

STATE OF WISCONSIN)

\_\_\_\_\_ COUNTY) SS

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

Notary Public, State of Wisconsin

(print name) \_\_\_\_\_

My commission expires: \_\_\_\_\_

## UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, communications, sanitary sewer, water main and storm sewer service is hereby granted by

City of De Pere, Grantor, to

Wisconsin Public Service Corporation, a Wisconsin Corporation, Time Warner Cable, AT&T, City of De Pere and other public utilities, grantees,

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

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



**REL** Robert E. Lee  
& Associates, Inc.

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**SHEET 3 OF 4**

# CERTIFIED SURVEY MAP

ALL OF LOTS 1 AND 2, CERTIFIED SURVEY MAP NUMBER 9192, DOCUMENT NUMBER 2912207, ALL OF LOT 28 AND PART OF LOTS 24 AND 25, EAST SIDE INDUSTRIAL PARK SECOND ADDITION, VOLUME 21 OF PLATS, PAGE 57, DOCUMENT NUMBER 1701384, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 34, 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 Plan Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Carey E. Danen, City of Clerk

\_\_\_\_\_  
Date

## BROWN COUNTY TREASURER'S CERTIFICATE:

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

\_\_\_\_\_  
Raymond Suennen  
Brown County Treasurer

\_\_\_\_\_  
Date

## CITY OF DE PERE TREASURER'S CERTIFICATE:

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

\_\_\_\_\_  
Pamela R. Manley  
City of De Pere Finance Director/Treasurer

\_\_\_\_\_  
Date



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**SHEET 4 OF 4**



**City of De Pere, Wisconsin**

**9.A**

**Request for Common Council Action**

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**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** City Clerk  
**FROM:** Carey Danen, City Clerk  
**SUBJECT:** Recommendation from the License Committee on a request by Alycia Spangler to appear before the License Committee regarding the denial of her operator license application.

**RECOMMENDED ACTION:**

---

**ATTACHMENTS:**  
A Spangler, 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**

**9.B**

**Request for Common Council Action**

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**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** City Attorney  
**FROM:**  
**SUBJECT:** Consideration and Possible Action on approval of City purchase of WD-387-1 (Main Avenue) for \$110,000.00.  
**RECOMMENDED ACTION:** Motion to approve.

---

City staff is requesting approval to purchase Parcel No. WD-387-1 for \$110,000.00 and authorize the execution of necessary closing documents.

**ATTACHMENTS:**  
WD-387-1 Parcel

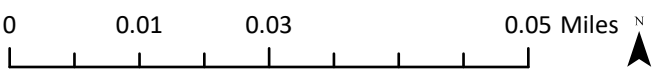


N Fifth St

Main Ave

N Fourth St

# WD-387-1 Parcel





**Request for Common Council Action**

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**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** Development Services  
**FROM:** Quasan Shaw, Community & Economic Development Specialist  
**SUBJECT:** Recommendation from Finance/Personnel Committee to approve the changes to the De Pere Home Improvement Loan Program.  
**RECOMMENDED ACTION:** Approve recommendation from Finance/Personnel Committee

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**ATTACHMENTS:**  
CC Housing Program Memo - 01202026, De Pere Home Improvement Program Information 2026

# CITY OF DE PERE MEMO



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**To:** Mayor James Boyd  
De Pere Common Council

**From:** Quasan Shaw, Economic Development Planner

**Date:** January 20, 2026

**RE:** Recommendation from Finance/Personnel Committee to approve the changes to the De Pere Home Improvement Loan Program.

---

The City created the Deeper Roots- Housing Stock Improvement Program in 2023 to assist with home rehabilitation for those who qualify under the affordable housing program. In 2025 we changed the program name to the De Pere Home Improvement Loan, increased the loan amount to \$50,000, set an interest rate to 1.5 % below the 10-year US Treasury Note with a 15-year term. The City funded 2 loans last year for \$54, 151.

After speaking with the City's Health Department regarding lead safe repairs, we are proposing the following changes to the Home Improvement Loan Program:

- (1) Allow for lead safe repairs of identified lead-based paint hazards, such as replacing windows, doors, paint and varnish that has been identified by the City of De Pere Health Department.
- (2) Establish an interest rate of 1% and amortize for up to 15-year term for lead safe repair loan applicants.

Program applicants shall continue to be reviewed by the RDA recommended to the Common Council for approval, similar to Façade Grants.

Full Program details are attached to this memo

**DE PERE**®



RUNS DEEPER

**Home Improvement Loan**

**City of De Pere, Wisconsin**

**Development Services Department  
January 2026**

**A. Summary Description**

The City of De Pere's Home Improvement Loan intends to modernize and improve the housing stock in De Pere while maintaining affordability for homeowners and buyers. The program is administered by the City of De Pere Development Services Department and the City of De Pere Redevelopment Authority. This program will work to achieve the goals outlined in the City of De Pere Comprehensive Plan. Establishing such a program will work to achieve the Comprehensive Plan's Housing Goal Statement by "Providing an adequate supply of affordable housing for individuals of all income levels throughout each community."

Nearly 47% of De Pere's housing stock was constructed before 1980, and although many homes have been well maintained, many of the older housing stock no longer meets the needs of today's households, particularly young families with children. The program will make De Pere a more affordable option for existing owners by removing the cost burden of necessary upgrades and may attract homebuyers looking to use the upgrades to customize the home to their specific needs and wants.

Funds from the program will be available as a primary or second mortgage loan at 1.5 percentage points below the 10-year treasury rate over the 15-year life of the loan at the time of the loan. Program funds will be funded through TIF funds from the closure of TID No. 6 and any future TIDs, in addition to any funding made available from the City and City Partners. Important by-products resulting from home improvements made through this program include sustaining a school-age population of children, improving the energy efficiency of the City's housing stock, stabilizing the City's tax base, and building and enhancing community capacity, and improving aesthetics.

The loan program's total allocation is \$500,000, of which \$100,000 is funded through the City's allocation of American Rescue Plan Act (ARPA) funding and \$400,000 from the Affordable Housing Fund.

**B. Eligibility Requirements**

Eligible applicants include those purchasing or residing in a home within the City of De Pere and looking to make substantial system or structural improvements to the home to enhance its efficiency and bring it to modern standards.

Owner-Occupied Single-Family Home:

The funding applicant must occupy homes as the owner for the entirety of the loan. The program is limited to those making 120% or less than the area county median income reported by the US Department of Housing and Urban Development (HUD). The household's housing costs may not exceed 30% of household income and the total loan-to-value for all mortgages shall be less than 90%.

**Estimated Maximum Family Income Limits at Percent (%) of HUD Estimated 2024 County Median Income**

% of AMI	COUNTY	FAMILY SIZE								
		ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE
20%	Brown	\$ 13,720	\$ 15,680	\$ 17,640	\$ 19,600	\$ 21,180	\$ 22,740	\$ 24,320	\$ 25,880	\$ 27,440
30%	Brown	\$ 20,580	\$ 23,520	\$ 26,460	\$ 29,400	\$ 31,770	\$ 34,110	\$ 36,480	\$ 38,820	\$ 41,160
40%	Brown	\$ 27,440	\$ 31,360	\$ 35,280	\$ 39,200	\$ 42,360	\$ 45,480	\$ 48,640	\$ 51,760	\$ 54,880
50%	Brown	\$ 34,300	\$ 39,200	\$ 44,100	\$ 49,000	\$ 52,950	\$ 56,850	\$ 60,800	\$ 64,700	\$ 68,600
60%	Brown	\$ 41,160	\$ 47,040	\$ 52,920	\$ 58,800	\$ 63,540	\$ 68,220	\$ 72,960	\$ 77,640	\$ 82,320
70%	Brown	\$ 48,020	\$ 54,880	\$ 61,740	\$ 68,600	\$ 74,130	\$ 79,590	\$ 85,120	\$ 90,580	\$ 96,040
80%	Brown	\$ 54,880	\$ 62,720	\$ 70,560	\$ 78,400	\$ 84,720	\$ 90,960	\$ 97,280	\$ 103,520	\$ 109,760
90%	Brown	\$ 61,740	\$ 70,560	\$ 79,380	\$ 88,200	\$ 95,310	\$ 102,330	\$ 109,440	\$ 116,460	\$ 123,480
<b>100%</b>	<b>Brown</b>	<b>\$ 68,600</b>	<b>\$ 78,400</b>	<b>\$ 88,200</b>	<b>\$ 98,000</b>	<b>\$ 105,900</b>	<b>\$ 113,700</b>	<b>\$ 121,600</b>	<b>\$ 129,400</b>	<b>\$ 137,200</b>
110%	Brown	\$ 75,460	\$ 86,240	\$ 97,020	\$ 107,800	\$ 116,490	\$ 125,070	\$ 133,760	\$ 142,340	\$ 150,920
120%	Brown	\$ 82,320	\$ 94,080	\$ 105,840	\$ 117,600	\$ 127,080	\$ 136,440	\$ 145,920	\$ 155,280	\$ 164,640

**C. Eligible Properties**

Properties must be located within the City of De Pere, with preference given to homes constructed prior to 1980. Homes eligible for improvements under this program include owner-occupied homes in the City of De Pere whose most recent assessed value is at or below 100% of the median assessed value of single-family

residential property. Furthermore, eligible homes include those in the City of De Pere being purchased whose sale price is valued at or below 100% of the median assessed value of residential property in De Pere.

Additionally, owner-occupied homes located within the City of De Pere that are listed on the National, State, or Local Historic Registers—whether part of a larger historic district or designated as an individual historic property—are eligible for the higher 150% property median value eligibility guidelines, rather than the standard 100% guideline applied to non-historic properties.

This determination will be based on the most recent values from the City of De Pere assessment data or the US Census Bureau at the time of the loan application. For example, on the 2018-2022 ACS, the median assessed value of residential property was \$332,979.

#### **D. Eligible Uses of Loan Funds**

Many of the older existing homes in the near downtown neighborhoods in the City of De Pere are smaller and could be considered less desirable to new home purchasers looking for more living space. Therefore, program funds may be used to add or remodel living space. Please note that funds may only be used for improvements made on the primary housing structure, not any accessory structures on a particular lot unless an accessory dwelling unit or backyard cottage is added to a structure or lot. Work on garages where the primary use is parking cars used by the resident household is an eligible use of loan funds; however, higher priority will be given to attached garages or garages where the primary use is parking cars – other accessory garages do not qualify.

Funds may also be used to upgrade home systems, including electrical, plumbing, mechanical, or other systems or functionally outdated systems, to comply with current standards and codes or to modernize them to current quality, efficiency, and performance levels. Funds shall not be used to replace or maintain home components that are expected to be replaced periodically, such as water heaters, appliances, and fixtures. Repayment of any loan application fees incurred as part of this program is an eligible use of loan funds received. All systems (listed above) impacted by improvements shall be brought into full code compliance before receiving an occupancy permit. In addition to home system upgrades, loan funds may be used for sump pump connection, window replacement, insulation improvements, or other measures to increase the home's heating and cooling efficiency and overall performance.

Funds may also be used for lead safe repairs of identified lead-based paint hazards, such as replacing windows, doors, paint and varnish that has been identified by the City of De Pere Health Department, Brown County, or State of Wisconsin agencies.

The maximum amount of any loan award will be \$50,000 of which a maximum of 30% can be used for interior improvements. All decisions regarding loan fund disbursements, loan eligibility, and the uses of loan funds will be made by the City of De Pere in its sole discretion.

Applicants must obtain up to three quotes from contractors for the proposed scope of work. The property owner will select which contractor they would like to complete the project, and all parties must sign the final paperwork before work commences. The owner is not required to select the lowest bidding contractor.

#### **E. Ineligible Loan Expenditures**

1. The repair or replacement of dog houses or any other structure for animals.
2. Any interior projects to the detached garage or accessory building.
3. Materials that have been purchased or projects that are completed or underway prior to issuance of a signed loan commitment with the City.
4. Purchasing permanent equipment or tools (ladder, paint sprayers, etc.) is not an eligible expense.
5. Proposed projects that are solely demolition.

6. Project costs that demolish a structure or part of a structure and do not replace the structure in kind to protect the character of the home or neighborhood.

#### **F. Loan Terms and Conditions**

The maximum amount of any loan award will be \$50,000. Loans will consist of interest rate of 1.5 percentage points below the 10-year treasury rate for up to 15-year loan term, and act as a second mortgage with no principal or payments due for 6 months following the award of the loan, at which the monthly loan amortization payment would initiate until the close of the loan or at sale (or refinancing) of the home, or when homeowner ceases to occupy home as primary residence, whichever comes sooner. At the end of the loan term, the amount of the loan must be repaid in full.

Homes that apply and qualify for the lead safe repairs, the maximum loan amount will be \$50,000 with a 15 year term at 1% interest rate.

Applicants must be the owner as registered with the Brown County Register of Deeds Office. Applicant must sign a lien and promissory note on the property. If home was purchased on a Land Contract, the vendor must also sign the loan documents. Applicants may work with financial institutions to cover the balance of home improvement costs not covered by the loan. Construction on improvements must begin within thirty (30) days of loan approval and shall be completed within 1 year of the start of construction. The applicant shall submit documentation of all mortgages or liens on the property with their formal application.

The City of De Pere staff or designee will keep a record of the dates of loan approval and the start of construction. The De Pere City staff shall provide a letter authorizing the subordination of this improvement mortgage to the existing mortgage holders in the event the homeowner/applicant wishes to refinance. The De Pere City Staff reserves the right to take and use photographs, as well as develop project summaries of improvements for publicity purposes.

#### **G. Process**

1. Submit the completed application form, with necessary attachments, to the Development Services Department. The Redevelopment Authority will act on complete applications within sixty (60) days. Depending upon the project, the applicant may need to also seek Zoning Administrator and/or Plan Commission design review concurrent with the Redevelopment Authority review. A separate application form must be completed if a site plan or design review is necessary for a project. Applications that include exterior work must apply for a Certificate of Appropriateness from the Historic Preservation Commission (HPC) if the home is located within a historic district or is designated as a historic structure. The Senior Planning/Zoning Administrator and/or Building Inspection Division may be consulted to determine whether a design review and/or Certificate of Appropriateness is required.
2. Upon all necessary committee and staff approvals, the applicant or contractor prepares final plans, cost estimates, and construction schedules, which must be submitted to the Building Inspection Division for review and issuance of a building permit. If the final plans are not substantially similar to plans approved by staff or any necessary committees, additional review will be required.
3. The Building Inspection Division will send a letter or permit to the applicant upon approval of the building plans.
4. Upon loan commitment, the property owner enters into an agreement with the contractor to do the work, and the contractor obtains the necessary permits (application approval does not release the applicant from obtaining all relevant building permits).
5. The Common Council and applicant approve the loan agreement, outlining the terms of the agreement and the proposed scope of work approved by the Building Inspection Division.

6. Appropriate documentation, such as invoices, must be submitted to the Development Services Department for documentation.
7. The City and the Applicant complete the loan approval and transfer funds.

The City reserves the right to amend the process for large renovation projects that could require multiple months with contractor draw requests.

**H. Questions and Contacts**

City of De Pere  
ATTN: Quasan Shaw  
335 S. Broadway  
De Pere, WI 54115  
Email: [qshaw@deperewi.gov](mailto:qshaw@deperewi.gov)

**EXHIBIT A: EXAMPLE AMORTIZATION SCHEDULE**

DRAFT



City of De Pere, Wisconsin

10.A

**Request for Common Council Action**

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**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** Public Works  
**FROM:** Scott Thoresen, Public Works Director  
**SUBJECT:** Resolution #26-03 Approving State/Municipal Maintenance Agreement (Southbridge Connector Interchange - Interstate Highway 41).  
**RECOMMENDED ACTION:** Motion to approve.

---

Board of Public Works at the January 12, 2026 meeting recommended approval of the DOT/Municipal – Maintenance Agreement for Southbridge Interchange. The motion passed unanimously with 4-0 vote.

**ATTACHMENTS:**  
Reso26-03, 11306877 C De Pere Southbridge Interchange SMMA ORG Final, DOT Southbridge Interchange Maintenance Agreement 1-6-2026

RESOLUTION #26-03

APPROVING STATE/MUNICIPAL MAINTENANCE AGREEMENT  
(Southbridge Connector Interchange – Interstate Highway 41)

WHEREAS, Wis. Stats. § 84.07(1), permits the State of Wisconsin Department of Transportation to enter into maintenance agreements with municipalities for all or certain parts of the work required to maintain state trunk highways; and

WHEREAS, the attached State/Municipal Maintenance Agreement provides and assigns maintenance responsibilities during the construction phase of the Southbridge Interchange at Interstate Highway 41, as well as responsibilities following completion as part of the southern bridge project, pursuant to the terms and conditions contained therein; and

WHEREAS, the Board of Public Works has reviewed the State/Municipal Maintenance Agreement and recommends approval thereof;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the City Manager is hereby authorized and directed to enter into the attached State/Municipal Maintenance Agreement (Project ID 1130-68-81/1130-68-77).

BE IT FURTHER RESOLVED:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of January, 2026.

APPROVED:

\_\_\_\_\_  
James G. Boyd, Mayor

ATTEST:

\_\_\_\_\_  
Carey E. Danen, City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Board/Committee Approval: 01/12/2026



**STATE/MUNICIPAL  
MAINTENANCE  
AGREEMENT**

Date 12/2/2025  
ID: 1130-68-81/1130-68-77  
Road Name: IH 41  
Limits: SBC Interchange  
County: Brown

The signatory **City of De Pere**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

**DESCRIPTION OF FACILITY:**

**Facility description upon completion of State project** – As determined by project ID 1130-68-81/1130-68-77.

A new interchange at IH 41 and Southbridge Road (Future County EB and County GV) will be constructed as part of this project. Ahead of this project, work will begin on early embankment placement at the new interchange along with the re-alignment of both frontage roads. Mid Valley Drive will be constructed from 2000’ north of Birchwood Road to Quarry Park Drive. Work will also include the new construction of French Road from Creamery Road to the north and temporary Innovation Court from Southbridge Road to existing Innovation Court. Four new roundabouts will be constructed along County EB/County GV at the intersections with Mid Valley Drive, IH 41 SB ramps, IH 41 NB ramps, and French Road. New storm sewer will be installed within the project limits. Sidewalk and street lighting will be included at each roundabout and along the corridor within the project limits. MUTCD compliant signing and pavement markings will be installed with the project.

A new bridge, B-05-0696, will be constructed over IH 41 at County EB/County GV. Existing box culvert, C-05-0800, will be extended to accommodate widening along northbound IH 41. Sign structures S-05-0423, S-05-0431, S-05-0432, S-05-0433, S-05-0438, S-05-0439, S-05-0440, S-05-0441, S-05-0442, S-05-0443, and S-05-0446 will be constructed.

Wet detention ponds will be constructed in the southeast and northwest quadrants of the IH 41 and Southbridge Interchange. Permanent and temporary storm sewer will be installed adjacent to the ponds.

The Municipality requested the project incorporate Community Sensitive Design (CSD) into the project elements. CSD elements include architectural surface treatment and staining for bridge, B-05-0696. The project also includes stamped colored concrete in the center island of the four roundabouts. The Municipality is responsible for maintenance of bridge staining, stamped colored concrete and additional landscaping features within the center of the roundabout.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 1 – 3); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for projects 1130-68-81 and 1130-68-77. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signed for and in behalf of the <b>City of De Pere</b> (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the <b>State</b> (Please sign in blue ink)	
Name	Title <b>WisDOT Region Maintenance Chief</b>
Signature	Date

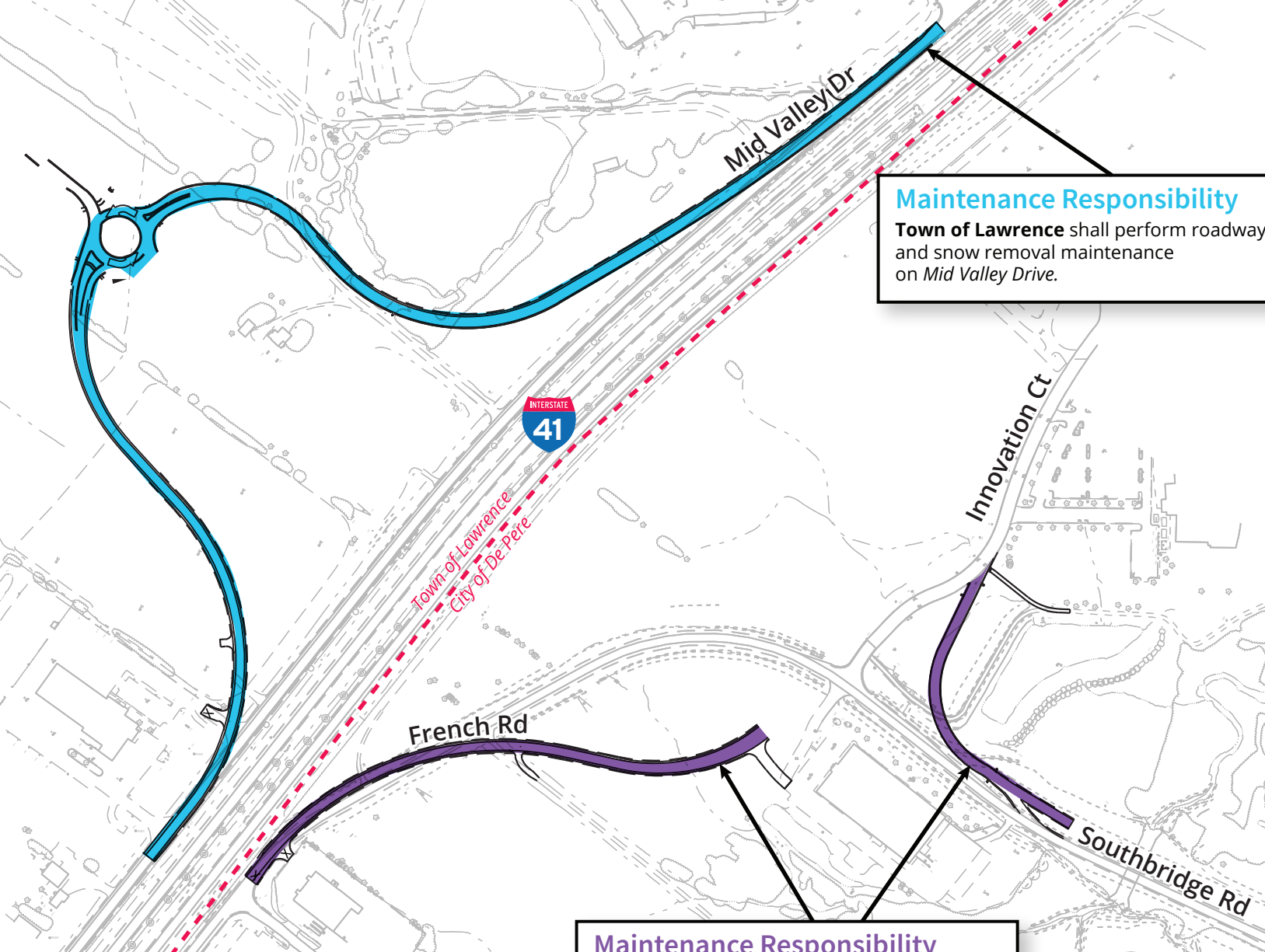
**TERMS AND CONDITIONS:**

1. In order to guarantee the Municipality’s foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State’s jurisdiction including:
  - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
    1. Street lighting for the ramp terminals within the IH 41 and Southbridge Road interchange.
  - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
  - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
  - (d) Stormwater pond maintenance at the following locations:
    1. Northeast quadrant of the County EB/Mid Valley Drive roundabout
    2. Southwest quadrant of the County GV/French Road roundabout
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction as shown in exhibit A (Temporary Southbridge Interchange) and exhibit B (Final Southbridge Interchange) for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
  - (a) Maintain all items outside, and under, the travel way to include, but not limited to, ~~parking lanes~~, curb and gutter, drainage facilities (including all storm sewers, inlets, related manholes and structure, storm water quality devices, etc., either outside or under the traveled way), sidewalks, multi-use paths, ~~retaining walls~~, pedestrian refuge islands, and landscaping features.
  - (b) Remove snow and ice from ~~parking lanes~~, sidewalks, multi-use paths, and pedestrian refuge islands.
  - (c) ~~Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.~~

- (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility.
- (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system specified in exhibit A (County GV/Innovation Ct roundabout), STA 126+00 to 137+23.
  - i. ~~The Municipality shall obtain a permit from the State.~~
  - ii. The Municipality shall accept responsibility for locating utilities for Digger’s Hotline.
  - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
- ~~(f) Maintain clear right of way of all encroachments.~~
- (g) Maintain crosswalk pavement markings. ~~The municipality shall obtain a permit with the State.~~
- ~~(h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, bike lane symbols, etc).~~
- (i) Maintain and accept responsibility for the following as applicable to this agreement:
  - i. Maintain and repair all sidewalk and multi-use paths along French Road and Innovation Court.
  - ii. Maintain all roadway traffic signs and pavement markings along French Road and Innovation Court.
  - iii. Remove snow and ice from traveled lanes, parking lanes, sidewalks, multi-use paths, and pedestrian islands along French Road and Innovation Court.
  - iv. Municipal Funded Aesthetics: Maintain stamped colored concrete in the center of the County GV/Innovation Court and County GV/I-41 NB roundabouts, bridge staining for B-05-0696. Removal or covering of vandalism of aesthetic elements is the responsibility of the municipality.
  - v. Roundabout Landscaping: Maintain all landscape elements placed at the County GV/Innovation Court and County GV/I-41 NB roundabouts (including but not limited to: trees, bushes, shrubs, mulch, grassed areas and miscellaneous landscaping elements).
  - vi. Pay the difference in the cost of replacing colored stamped concrete placed inside the center circle of roundabouts.

- 4. The Municipality, within the specified limits, agrees to:
  - (a) Prohibit angle parking.
  - (b) Regulate parking along the highway. ~~The Municipality will file a parking declaration with the State.~~
- 5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
- 6. This agreement does not remove the current municipal maintenance responsibility.
- 7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
- 8. Upon completion of construction projects, 1130-68-81 and 1130-68-77 the Municipality will assume all afore mentioned maintenance responsibilities.

# Exhibit A: Temporary Southbridge Interchange



**Maintenance Responsibility**  
Town of Lawrence shall perform roadway and snow removal maintenance on Mid Valley Drive.

**Maintenance Responsibility**  
City of De Pere shall perform roadway and snow removal maintenance on French Road and Innovation Court.

# Exhibit B: Final Southbridge Interchange

## Landscape Maintenance Concrete Maintenance

**Town of Lawrence** shall maintain landscape and colored stamped concrete in center of I41/County EB and Mid Valley Drive/ County EB roundabouts.

## Bridge maintenance

**City of De Pere and Town of Lawrence** shall maintain decorative staining on the Southbridge overpass, B 05-0696.

**Town of Lawrence and Brown County** shall maintain decorative silhouettes placed on bridge, B 05-0696.

## Landscape Maintenance Concrete Maintenance

**City of De Pere** shall maintain landscape and colored stamped concrete in center of I41/County GV and Innovation Court/ County GV roundabouts.

## General/Storm Sewer Maintenance

**Town of Lawrence** shall perform roadway and snow removal maintenance on Mid Valley Drive.

## Snow Removal

**WisDOT** shall perform snow removal between I41 and Southbridge interchange roundabouts as shown between the blue arrows.

**Brown County** will complete all snow removal up to the blue arrow sections.

## Roadway Maintenance

**WisDOT** is responsible for roadway and storm sewer maintenance of County EB/GV between the ramp terminal roundabouts as well as the storm water ponds as shown in gray.

## General/Storm Sewer Maintenance

**City of De Pere** shall perform roadway/sidewalk maintenance and snow removal on French Road and Innovation Court.

## General/Storm Sewer Maintenance

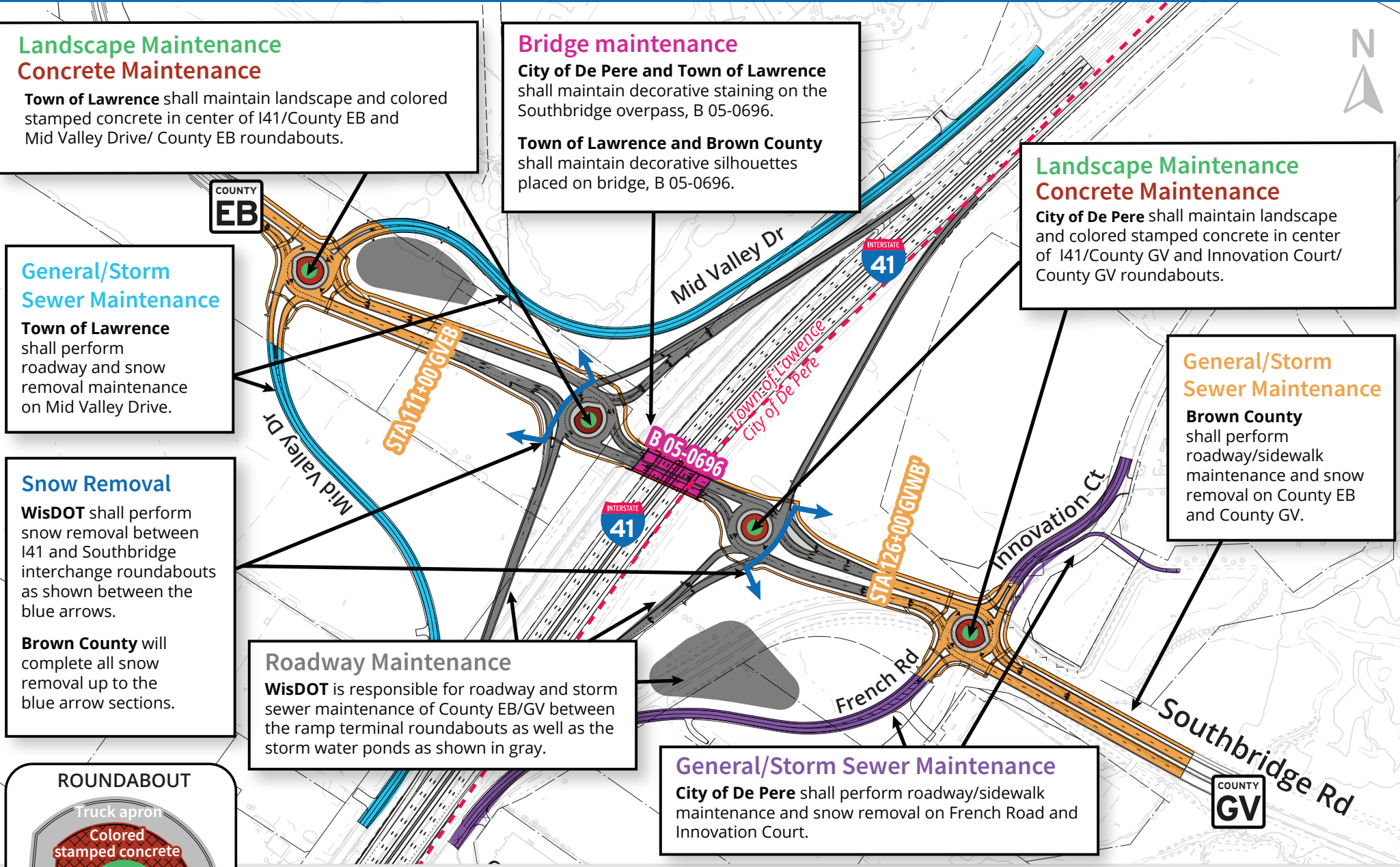
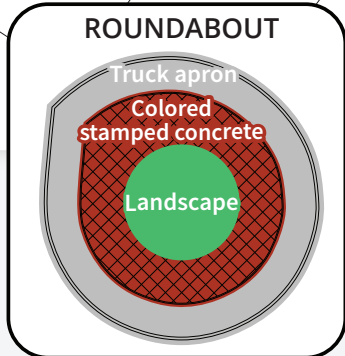
**Brown County** shall perform roadway/sidewalk maintenance and snow removal on County EB and County GV.

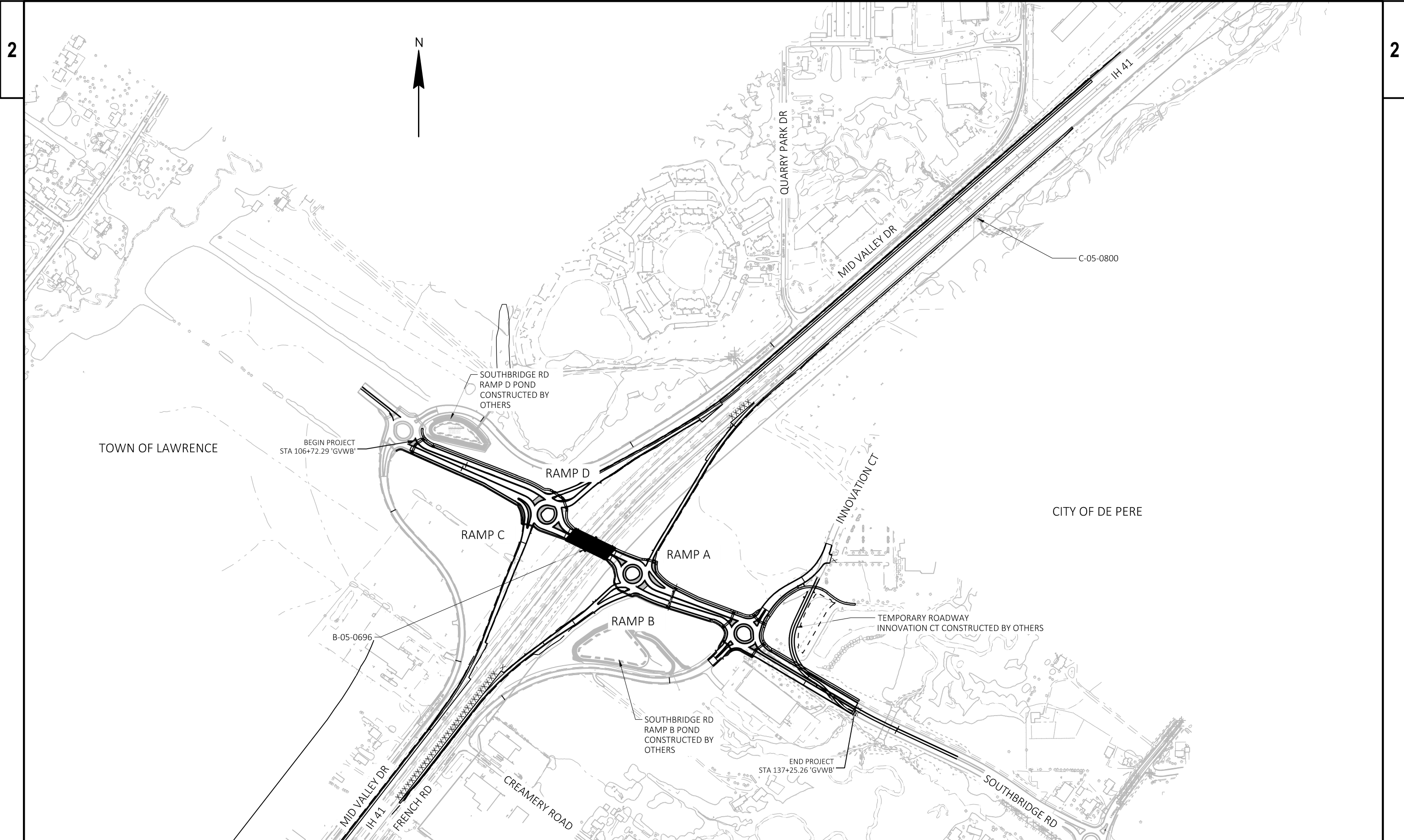
## Street Lighting

**Town of Lawrence** is responsible for lighting at County EB/Mid Valley Drive roundabout (STA 102+25 to 111+00).

**City of De Pere** is responsible for lighting at County GV/Innovation Court roundabout (STA 126+00 to 137+23).

**WisDOT** is responsible for maintenance of the lighting at the Southbridge interchange ramps and ramp roundabouts.





PROJECT NO: 1130-68-77

HWY: IH 41 - SOUTHBRIDGE

COUNTY: BROWN

PROJECT OVERVIEW

SHEET

4

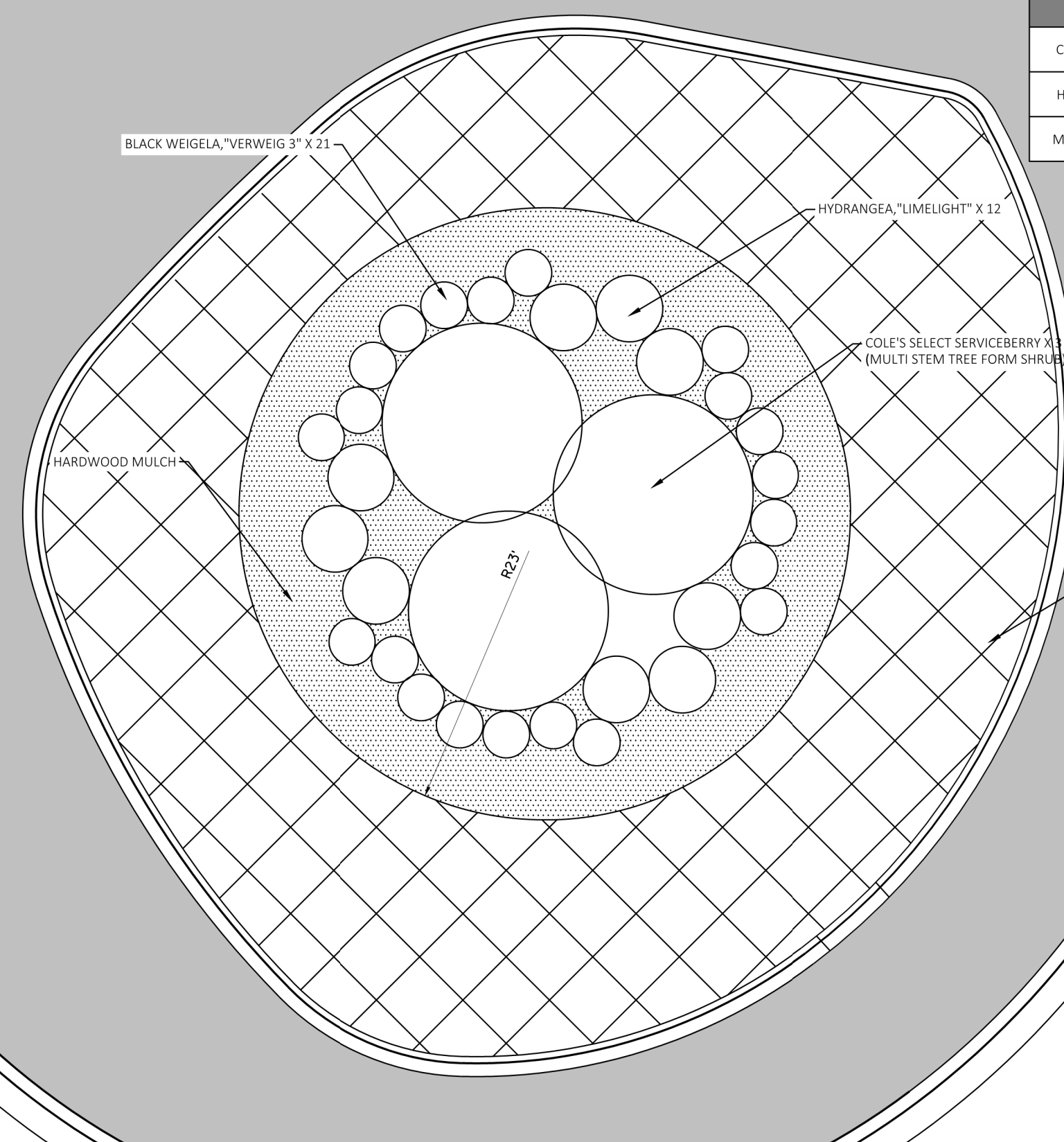
E

**Example**

2

2

Plant Data Table										
Symbol	Common Name	Scientific Name	Average Mature Height	Size When Planted	Root Zone Mode	Minimum Size				
						Ball/Pot		Root Spread	Plant Hole	
						Diameter	Depth		Diameter	Depth
	Deciduous Ornamental Shrubs									
Cs	Cole's Select Serviceberry	Amelanchier x Grandiflora 'Cole's Select'	20' Ht.	5' Ht.	B&B	24"	12"	----	36"	12"
HI	Hydrangea, Limelight	Hydrangea paniculata 'Limelight'	7' Ht.	3' Ht./#5	CONT	12"	8"	----	36"	8"
Mb	Minor Black Weigela	Weigela Florida 'Verweig 3'	2' Ht.	12" Ht./#3	CONT	9"	6"	----	33"	6"

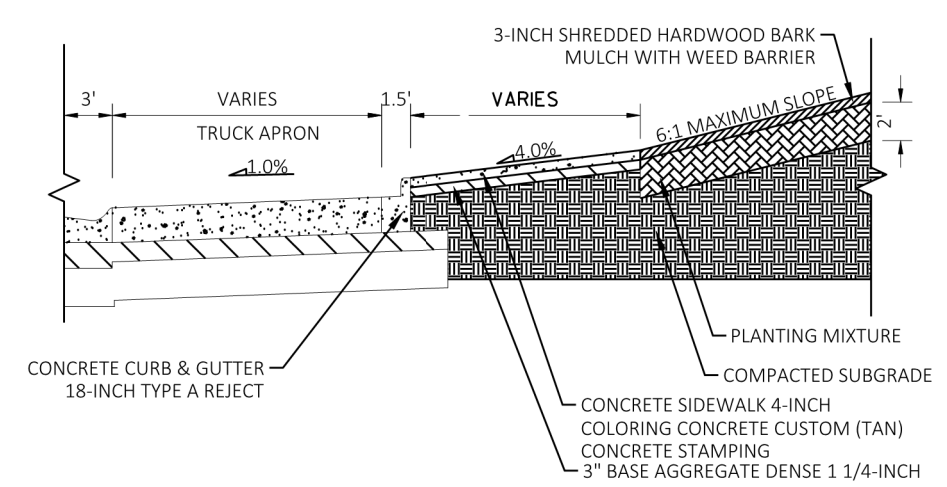


**LEGEND**

CONT Container Grown  
 B&B Balled and Burlapped  
 Ht. Height

PLANT SCHEDULE	
QTY	BOTANICAL / COMMON NAME
3	COLE'S SELECT SERVICEBERRY, B&B, 5-FT
9	HYDRANGEA, 'LIMELIGHT', CONT, 3-FT
21	BLACK WEIGELA, 'VERWEIG 3"', CONT, 3-FT
185 SY	DOUBLE SHREDDED HARDWOOD MULCH

NOTES:  
 1. PLANTING MIXTURE SHALL BE INSTALLED IN 6-8" LAYERS. TAMPING EACH LAYER TO REMOVE AIR POCKETS AND PREVENT SETTLING. PLANTING MIXTURE SHALL BE NO LESS THAN 24" DEPTH AT ANY GIVEN POINT.



**ROUNDBABOUT LANDSCAPE SECTION**

# CITY OF DE PERE MEMO



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To: Honorable Mayor Boyd  
Board of Public Works Members

From: Scott J. Thoresen, Director of Public Works

Date: January 6, 2026

RE: Consideration and possible action on DOT –Maintenance Agreement for Southbridge Interchange\*

---

Attached is the State/Municipal Maintenance Agreement for the Southbridge interchange. This agreement details who is responsible for what items along each of the roadways during construction and once the project is complete. The City's primary maintenance responsibility include:

- Innovation Court
- French Road
- Colored stain for bridge
- Colored concrete and landscaping for the roundabouts at French / Innovation Court and interchange on the east side.
- Street lighting for French Road / Innovation Court roundabout.

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



City of De Pere, Wisconsin

10.B

**Request for Common Council Action**

---

**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** Health  
**FROM:** Chrystal Woller, Health Director/Officer  
**SUBJECT:** Resolution #26-04 Approving Grant Agreement for Division of Public Health 2026 DPH Local Public Health Consolidated Contract in the amount of \$12,082.00 for Maternal Child Health and Lead Programming.  
**RECOMMENDED ACTION:** Motion to Approve.

---

The Finance/Personnel Committee approved this grant award unanimously at the 1/13/2026 meeting.

ATTACHMENTS:  
Reso26-04, MP - De Pere HD - 2026 DPH Consolidated Contr, Memo consolidated contract MCH.Lead

RESOLUTION #26-04

APPROVING GRANT AGREEMENT FOR DIVISION OF PUBLIC HEALTH  
2026 DPH LPHD CONSOLIDATED CONTRACT

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services (DHS) desire to enter into the attached 2026 Division of Public Health (DPH) Local Public Health Department (LPHD) Consolidated Contract DHS Grant Agreement 435100-G26-DPHCC26-17 to facilitate Childhood Lead, Immunization and Maternal Child Health programs; and

WHEREAS, acceptance of DPH grant funding in the amount of \$12,082 requires the approval and execution of the attached Grant Agreement; and

WHEREAS, the Finance/Personnel Committee has reviewed such Agreement and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to execute the Grant Agreement between the State of Wisconsin Department of Health Services and De Pere DPH for 2026 DPH LPHD Consolidated Contract (Grant Agreement No. 435100-G26-DPHCC26-17) as is attached hereto, along with any subsequent renewals or amendments thereof provided the terms and conditions are substantially similar, with each subsequent renewal or amendment subject to such changes as deemed necessary upon review by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of January, 2026.

APPROVED:

\_\_\_\_\_  
James G. Boyd, Mayor

ATTEST:

\_\_\_\_\_  
Carey E. Danen, City Clerk

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_

Board/Committee Approval: 01/13/2026

## Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435100-G26-DPHCC26-17**

Bureau of Procurement and Contracting (BPC) Review:

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

Description:

This document contains language previously reviewed and approved by OLC for the DPH Consolidated Contract (Section 11 updated to reflect mutual responsibility, Section 24 A Final report date to reflect different final report dates for different profile periods, Match).

Additionally, this document contains the upcoming changes to the DHS Base including the following deletions:

Section 8.G; WCAG language now incorporated as separate section  
All of Section 9 (Affirmative Action) except the opening paragraph

and the following additions:

Section 11. Web Content Accessibility Guidelines  
Section 13. Security of Premises, Equipment, Data and Personnel

Office of Legal Counsel (OLC) Review and Approval:

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

Signed by:

*Amanda Ross*

Name: Amanda Ross

Title: Paralegal

12/11/2025

Date Signed



**GRANT AGREEMENT**  
**between the**  
**State of Wisconsin Department of Health Services**  
**and**  
**Depere Dph**  
**for**  
**2026 DPH LPHD Consolidated Contract**

DHS Grant Agreement No.: 435100-G26-DPHCC26-17

Agreement Amount: \$12,082

Agreement Term Period: 10/1/2025 to 9/30/2027

GEARS Pre-Packet No: 1431

DHS Division: Division of Public Health

DHS Grant Administrator: Anna Benton

DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Chrystal Woller

Grantee Email: cwoller@deperewi.gov

Grantee Unique Entity Identifier (UEI) Name:

Grantee Unique Entity Identifier (UEI) Number:

DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

**State of Wisconsin**

**Department of Health Services**

Authorized Representative  
Name

Title

Signature

Date

**Grantee**

Entity Name

Authorized Representative  
Name  
Chrystal Woller

Title  
Health Officer/Health Department Director

Signature

Date

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1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

**Agency:** an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

**Assistance Listings:** refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, (GSA) at SAM.gov, pursuant to 2 C.F.R. § 200.1.

**Business Associate:** pursuant to 45 C.F.R. § 160.103, a business associate includes:

- (i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.
- (ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.
- (iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

**Business Day:** any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

**Confidential Information:** all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS’ employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

**Day:** calendar day unless otherwise specified in this Agreement.

**DHS:** Department of Health Services.

**Grant Administrator:** individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity’s performance.

**Personally Identifiable Information:** an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

**Protected Health Information (PHI):** health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

**Publicly Available Information:** any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

## 2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

## 3. PARTIES

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

- A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).  
DHS' principal business address is: 201 E. Washington Ave., P.O. Box 7850, Madison, Wisconsin 53707-7850.
- B. The Grantee is: Depere Dph  
The Grantee's principal business address is: 335 S BROADWAY, DE PERE, WI, 541152526

## 4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached exhibit(s).

### 4.1 List of Exhibits

- Exhibit 1: MCH Program Parameters
- Exhibit 2: Scopes of Work
- Exhibit 3: 2026 Maternal Child Health Budget

## 5. CONTACT INFORMATION

DHS Grant Administrator  
Grant Administrator Name: **Anna Benton**  
Email: **DHSGACMail@dhs.wisconsin.gov**

Grantee Grant Administrator  
Grant Administrator Name: **Ms Chrystal Woller**  
Email: **cwoller@deperewi.gov**

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

## 6. PAYMENT FOR GRANT AWARD

- A. All payments will be made as electronic funds transfers (EFT), by the 5<sup>th</sup> of the month. GEARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: GEARS Data Queries: <https://health.wisconsin.gov/cars/GetIndexServlet>.
- B. DHS will assign a GEARS agency number to the Grantee.
- C. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>.
- D. Unless otherwise defined in the scope of work, the Grantee shall submit expenditures on the form required by DHS to the following email: [DHS600RCARS@dhs.wi.gov](mailto:DHS600RCARS@dhs.wi.gov).
- E. Payments to the Grantee will be made on a monthly basis per the GEARS Processing Dates schedule (<https://www.dhs.wisconsin.gov/gears/gears-proc-pymnt.htm>) and based on expenditures submitted by the Grantee on the form required by DHS.
- F. Payments to the Grantee shall not exceed the total Agreement award.
- G. If DHS determines that payments were made that exceeded allowable costs, the Grantee will be notified and have an opportunity to respond. The Grantee shall either substantiate or refund the amount determined to be in excess within thirty (30) days of the initial notification by DHS. DHS may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. DHS reserves the right to recover such excess funds by any other appropriate legal means.

## 7. REPORTING

- A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
- B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

## 8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
- F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>

## 9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

## 10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

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

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

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least \$50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan) unless the grantee meets one of the limited exceptions. The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services  
 Civil Rights Compliance  
 Attn: Civil Rights Compliance Officer  
 201 E. Washington Ave., Room E200B  
 P.O. Box 7850  
 Madison, WI 53707-7850  
 Telephone: (608) 267-4955 (Voice)  
 711 or 1-800-947-3529 (TTY)  
 Fax: (608) 267-1434  
 Email: [DHSCRC@dhs.wisconsin.gov](mailto:DHSCRC@dhs.wisconsin.gov)

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services  
Division of Enterprise Services  
Bureau of Procurement and Contracting  
Affirmative Action Plan/CRC Coordinator  
201 E. Washington Ave., Room A200  
P.O. Box 7850  
Madison, WI 53707-7850  
[dhscontractcompliance@dhs.wisconsin.gov](mailto:dhscontractcompliance@dhs.wisconsin.gov)

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

## 11. WEB CONTENT ACCESSIBILITY GUIDELINES

Grantee shall comply with the Americans with Disabilities Act (ADA) in a manner consistent with the W3C Web Content Accessibility Guidelines (WCAG), version 2.1 ("WCAG 2.1"), at conformance levels A and AA for all Products and Services provided under the Grant Agreement.

If during the Grant Agreement, the Grantee fails to maintain compliance with WCAG 2.1 A and AA, or the State of Wisconsin identifies an accessibility barrier in the product or service that renders it inaccessible or unusable to people with disabilities, the State of Wisconsin shall notify the Grantee of non-compliance. If conformance is not reached within 30 days of the Grantee receiving the notification of non-compliance ("Notice"), the Grantee and the State of Wisconsin shall meet and mutually agree upon an appropriate timeline for resolution of the accessibility barrier(s). Should Grantee: (i) fail to acknowledge receipt of the notice within 30 days of receipt of the Notice, or (ii) fail to materially resolve the accessibility barrier(s) within the agreed-upon timeline, Grantee agrees to indemnify and hold harmless the State of Wisconsin from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements throughout the Grant Agreement term may be grounds for cancellation of the Grant Agreement by the State of Wisconsin.

The State of Wisconsin may also require the Grantee to provide an Accessibility Conformance Report (ACR) or Voluntary Product Accessibility Template (VPAT) upon request to demonstrate compliance with this requirement.

## 12. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 20 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential

Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

- A. *Reporting to DHS:* Grantee shall immediately report within five (5) business days to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.
- B. *Indemnification:* To the extent authorized under State and Federal Laws, the parties agree that they each shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their own employees, officers, subcontractors, or agents.
- C. *Equitable Relief:* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages:* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
  1. \$1,000 for each individual whose Confidential Information was used or disclosed;
  2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA:* The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services.

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) [F-00759](#). This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

### 13. SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL

During the performance of Services under this Grant Agreement, the Grantee may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as “data”) belonging to the State. The Grantee shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of the State, in accordance with the instruction of the State. Grantee shall ensure personnel with access to the State’s IT Resources comply with the [State’s Acceptable Technology Use, Access and Security Policy](#).

The Grantee shall be responsible for damage to the State's equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Grantee, Contracted Personnel, or Subcontractors, and shall reimburse the State accordingly upon demand. This remedy shall be in addition to any other remedies available to the State by law or in equity.

### 14. HIGH-RISK IT REVIEW

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

### 15. SUBGRANT or SUBCONTRACT

- A. DHS reserves the right of approval of any Grantee’s further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.
- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

### 16. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the “FDIC”) insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official’s immediate family, or any organization in which a state public official or a member of the official’s immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission  
 PO Box 7125  
 Madison, WI 53707-7125  
 Fax: (608) 264-9319

- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

## 17. ACCOUNTING REQUIREMENTS

- A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.
- B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>).

## 18. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

## 19. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
- B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and/or installed under this Agreement.
- C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

## 20. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and

other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
- The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.4 of the SSAG lists the required conditions.
- DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.

C. *Source of Funding:* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.

D. *Reporting Package:* The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:

1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
4. Report on compliance for each major program and a report on internal control over compliance.
5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
6. \* DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
7. \*Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
8. \*Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
9. \*Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

\*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

E. *Audit Due Date:* Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

F. *Sending the Reporting Package:* Audit reports shall be sent by the auditor via email to [DHSAuditors@Wisconsin.gov](mailto:DHSAuditors@Wisconsin.gov) with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)

G. *Access to Subrecipient Records:* The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the

funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

- H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
1. The auditee did not have an audit.
  2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
  3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
  4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
  5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions*: DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
1. Requiring modified monitoring and/or reporting provisions;
  2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
  3. Disallowing the cost of audits that do not meet these standards;
  4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
  5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
  6. Assessing financial sanctions or penalties;
  7. Discontinuing contracting with the auditee; and/or
  8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.

DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

## 21. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.

- B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
- C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

**22. RECORDS**

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS’ records that the Grantee accesses to provide services under this Agreement.
- C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee’s compliance with the specifications of this Agreement.
- D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.
- E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee’s or DHS’ responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual’s legal guardian.

**23. CONTRACT REVISIONS AND/OR TERMINATION**

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
  - 1. Increased or decreased volume of services.
  - 2. Changes required by state and federal law or regulations or court action.
  - 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. *Non-Appropriation*: DHS reserves the right to cancel any Agreement in whole or in part without prior notice, any penalty, or liability whatsoever due to non-appropriation of funds or receipt of funds by the Legislature or federal government or for failure of the Grantee to comply with terms, conditions, and specifications of this Agreement.
- D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee’s right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.  
 The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS’ right to cure a failure to perform under the terms of this Agreement.  
 Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.  
 Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables’ payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.  
 In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event,

compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.

- F. *Cancellation*: DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
  2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
  3. Makes an assignment for the benefit of creditors;
  4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
  5. Incurs a delinquent Wisconsin tax liability;
  6. Fails to submit a non-discrimination or affirmative action plan as required herein;
  7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
  8. Becomes a federally debarred Grantee;
  9. Is excluded from federal procurement and non-procurement Agreements;
  10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
  11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
  12. Grantee performance threatens the health or safety of a state employee or state customer.

## 24. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.
- C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

## 25. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. *Informal Review*: DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
  1. A brief statement of the issue.
  2. The steps that have been taken to resolve the dispute.
  3. Any suggested resolution by either party.

- B. *Division Administrator's Review*: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.
- C. *Secretary's Review*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

## 26. FINAL REPORT DATE

- A. The due date of the final fiscal reports shall be 45 days after the funding ends per the appropriate profile. Expenses incurred during the profile performance period but reported later than 45 days after the funding ends per the appropriate profile will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur. Please reference the GEARS information box for specified profile performance period end dates.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

## 27. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

## 28. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

## 29. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

## 30. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

### 31. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

### 32. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL (SFLLL) for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/reference/forms/disclosure-of-lobbying-activities>. A completed disclosure must be provided upon Department request.

### 33. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

### 34. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

### 35. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

### 36. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

### 37. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

A. Match Requirements:

**Local MCH/CYSHCN Match**

Federal regulations require that U.S. states and jurisdictions that receive the Title V Maternal and Child Health (MCH) Services Block Grant to provide 75% match. In order for Wisconsin to collect this match amount, local organizations are required to provide local match in an amount not less than **60%** of the requested grant funds. Tribal agencies, federally designated community health centers and migrant health centers are exempt from this requirement.

- Local match is funding, resources, contributions, provided by the local agency, to further the objectives of the MCH Program, outside of the MCH grant funds.
- Program costs, including match is generally considered eligible if it is budgeted for, complies with Federal regulations, and if it is not charged against any other grant. Match may consist of cash match and in-kind

donations. An organization may not claim as match any costs used to match any other federal grant, award, or contract. No federal dollars may be used for match of this grant except Title XIX and Title XX reimbursements received by the organization for services when such are used to further the objectives of the MCH Program.

- An organization may count as match any local expense which meets the qualifications outlined above and which contributes to the project. For example, the local share of staff costs related to the project, and the value of supplies purchased with local funds and used in the project, may be used as match.
- An organization may also use as match any local share which meets the qualifications outlined above and which consists of effort on the organization's part to pursue the objectives of the MCH Program. For example, if an organization receives funds for a child health program, it may count as match not only the local effort which is directly related to the child health program, but local effort devoted to any other relevant maternal and child health activity.

Grantees will comply with year-end program reporting requirements set by the State of Wisconsin MCH/CYSHCN Program including documentation of **60%** local match (\$0.60 local contribution for every \$1.00 federal), including program income. Grantees report through the GEARS system on the DHS/DES F-00642 Grant Enrollment, Application and Reporting System (GEARS) Expenditure Report form. In the current net expense column, use profile 193002 for reporting MCH match and profile 193001 for reporting CYSHCN match. The original DHS/DES F-00642 form is e-mailed to GEARS ([dhs600rcars@wi.gov](mailto:dhs600rcars@wi.gov)) with a copy to the State MCH/CYSHCN Contract Administrator/Negotiator.

Reference: Public Health Service (PHS) Grants Policy Statement, U.S. DHHS, 1/1,2007

**38. NULL AND VOID**

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS’ and Grantee’s Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

**39. FUNDING CONTROLS**

Funding Control	Explanation
0-month	Payments through Jun 30 of the contract year are limited to 0/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
1-month	Payments through Jun 30 of the contract year are limited to 1/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
2-month	Payments through Jun 30 of the contract year are limited to 2/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
3-month	Payments through Jun 30 of the contract year are limited to 3/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
4-month	Payments through Jun 30 of the contract year are limited to 4/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
5-month	Payments through Jun 30 of the contract year are limited to 5/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
6-month	Payments through Jun 30 of the contract year are limited to 6/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
7-month	Payments through Jun 30 of the contract year are limited to 7/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
8-month	Payments through Jun 30 of the contract year are limited to 8/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
9-month	Payments through Jun 30 of the contract year are limited to 9/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.

**40. FEDERAL AWARD INFORMATION**

DHS Profile Number	159320
FAIN	B0454585
Federal Award Date	8/27/2025
Subaward period of Performance Start Date	1/1/2026
Subaward period of Performance End Date	12/31/2026
Amount of Federal Funds obligated in the subaward	\$9,921
Amount of Federal Funds obligated	\$9,921
Federal Award Project Description	Maternal and Child Health Services
Federal Awarding Agency Name (Department)	DHHS
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	<b>608-266-9622</b>
Assistance Listings Number	93.994
Assistance Listings Name	Maternal and Child Health Services Block Grant to the States
Total made available under each Federal award at the time of disbursement	\$11,259,584
R&D?	No
Indirect Cost Rate	6.7%

**41. GEARS PAYMENT INFORMATION**

**DHS GEARS STAFF INTERNAL USE ONLY  
GEARS PAYMENT INFORMATION**

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

GEARS Contract year: 2026

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date:	GEARS Contract End Date:	Program Total Contract:
<b>472779</b>	<b>Depere Dph</b>	<b>60</b>	<b>1/1/2026</b>	<b>12/31/2026</b>	<b>\$12,082</b>

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls <sup>1</sup>
159320	CONS CONTRACTS MCH		-	\$9,921	\$9,921	N/A
157720	CONS CONTRACTS CHHD LD		-	\$2,161	\$2,161	6-month
					\$12,082	

<sup>1</sup> See "Funding Controls."

## 2026 Title V Maternal Child Health Program Parameters

The Title V Maternal and Child Health (MCH) Services Block Grant creates federal-state-local partnerships to develop state and local systems to meet the critical challenges facing women, children, youth, families, children and youth with special health care needs (CYSHCN) and communities. Local and Tribal health agencies (LTHA) are encouraged to work with community and state partners to achieve common program goals as well as to assure coordination with all the CYSHCN programs that serve children and youth with special health care needs (i.e., the Resource Centers for CYSHCN and others) as appropriate. States must use at least 30% of Title V Block Grant funds for preventive and primary care programs serving children; and 30% to support programs for CYSHCN.

### Target Populations

The populations to be served are all infants, children, and youth, including children and youth with special health care needs, and people who are pregnant and their families, with a special focus on those at risk for poor health outcomes.

### State MCH Priorities and Performance Measures

Title V priority needs for 2026-2030 were identified in the most recent comprehensive statewide needs assessment:

- All women experience the safe and stable supports they need to live and thrive from preconception through 12 months postpartum. All women of reproductive age have nearby and affordable contraceptive care options and have safe, positive sexual experiences.
- All infants experience the safe and stable supports they need to live and thrive starting from birth to celebrating their first birthday.
- All children and their families experience timely, nearby, uncomplicated, coordinated care and supports to live and thrive.
- All adolescents have the reliable, timely, nearby mental health supports that they need, and are free from the harms of untreated mental health conditions.
- All children and youth with special health care needs and their families experience timely, nearby, uncomplicated, coordinated supports to live and thrive.
- All families experience emotional and physical safety in their communities, are free from discrimination, and have the social support they need.
- All families have enough food and adequate nutrition to live and thrive.

### Maternal Child Health (MCH) Program Parameters: Required Activities

Local and Tribal health agencies (LTHAs) receive Title V (MCH) funds to implement projects that address select Title V priorities. The objectives available to agencies help measure and accomplish the Title V MCH program's overall goals related to adolescent mental health, child development, high quality perinatal care, and infant mortality. LTHAs should use local community health assessments, surveillance data, and other data sources to assist with strategy selection, systematic program planning, and policy development to implement and evaluate each selected strategy.

See the "2026 MCH Template Objectives" document with specific strategies for each objective, *found on the [Division of Public Health Grants and Contracting \(GAC\) System page](#) under "2026 Program Information", Maternal and Child Health (MCH)" section.*

**Required activities across all MCH objectives include:**

1. Implement and evaluate the selected objective activities agency described in the 2026 MCH Objective Supplement.
2. Collaborate with community partners to promote selected objective(s) throughout the community.
3. Participate in all Learning Community Calls to support progress on selected objective(s).
4. Involve community members in activity planning and ensure engagement throughout the year.
5. Host a site visit to allow your contract administrator to offer technical support, build collaborative relationships, and collect data for program enhancement.
6. [Well Badger Resource Center](#)
  - Confirm agency is listed and information is up to date in the Well Badger Resource Center searchable directory found at [www.wellbadger.org](http://www.wellbadger.org).
  - Promote the Well Badger Resource Center using their tools for professionals and partners. For example:
    - i. [Print and/or order Well Badger Resource Center materials](#), such as flyers and posters, and display in areas where clients are served.
    - ii. Include the Well Badger Resource Center phone number and email on agency's voicemail for clients calling outside normal business hours.
      1. Call: 1-800-642-7837 or Text: 608-360-9328
      2. Email: [help@wellbadger.org](mailto:help@wellbadger.org)
    - iii. [Incorporate the Well Badger Resource Center social media posts and/or newsletter messages](#) into agency's communication methods.
7. Submit data on objective and activity progress, successes, barriers, and outcomes at the frequency and manner as directed by the Title V MCH program.
8. Utilize data and prevention recommendations from local Fetal Infant Mortality Review (FIMR) and Child Death Review (CDR) teams to inform and align the work of selected MCH objective(s), when applicable. *This does not apply to agencies that do not have a local FIMR or CDR team.*
9. Request technical assistance as needed from agency's assigned MCH contract administrator.
10. All materials for public distribution developed by a grantee funded by the Title V MCH Block Grant must identify the funding source as follows: "*Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U.S. Department of Health and Human Services.*"
11. Submit a 2026 budget to agency's assigned MCH contract administrator using the Title V budget template available on the [Division of Public Health Grants and Contracting \(GAC\) System page](#) under the 2026 Maternal and Child Health (MCH) section.
  - All future budget changes must be approved by agency's assigned MCH contract administrator. Changes across budget categories of 25% or more (cumulative over the contract year) will need additional approval.
12. Expense & Match Reporting:
  - Agencies receiving federal funds must provide 60% match for all Title V MCH Block grant funds. Agencies that do not meet their MCH match requirement may be subject to repayment of grant funds. Tribal Agencies are not required to report match for Title V MCH annual funding.
  - Expenses and match should be reported monthly using the GEARS Expenditure report available [here](#).
  - Agencies should use profile ID #159320 for Title V MCH expenses (unless directed otherwise) and profile ID #193002 for Title V MCH match.
  - Agencies should copy their MCH contract administrators on all expense and match submissions.



**Wisconsin Department of Health Services**  
**Division of Public Health**  
**for**  
**Childhood Lead Poisoning Prevention**

**I. SCOPE OF WORK (GRANT VIA GEARS)**

**A. OVERVIEW**

Program:	Childhood Lead
Profile(s):	157720
Period of Performance:	01/01/2026 – 12/31/2026
GEARS Contract Year:	2026

**B. BACKGROUND AND/ OR CONTEXT**

The mission of the Wisconsin Department of Health Services is to protect and promote the health and safety of the people of Wisconsin. The context of this scope of work is to protect children from lead poisoning and its harmful effects. Children most at risk include those 0 – 5 year of age who meet one or more of the following criteria:

- live in high-risk neighborhoods,
- live, or spend significant time, in a house built before 1950.
- live in a house built before 1978 with recent or ongoing renovations
- are enrolled in the Medicaid or WIC program,
- have a sibling or playmate with lead poisoning.

The ultimate goal is to eliminate childhood lead poisoning in Wisconsin. We can accomplish this by slowly lowering the intervention threshold and continuing to work towards primary prevention



where a child never becomes poisoned.

**C. COMMUNICATIONS**

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

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

- Email providing or requesting information.
- Documentation in HHLPSS. Refer to the [Childhood Blood Lead Level Case Management Guidelines](#)
- Programmatic or contractual meetings.
- Reporting including status updates and the submission of GEARS expense reports.

**D. POINTS OF CONTACT**

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

1. TABLE 1: DPH CONTACT AND ROLE

Name and Contact Information	Role
General Inbox <a href="mailto:DHSLeadPoisoningPrevention@dhs.wisconsin.gov">DHSLeadPoisoningPrevention@dhs.wisconsin.gov</a>	Program Contact
Kimberly Schneider <a href="mailto:Kimberly.schneider@dhs.wisconsin.gov">Kimberly.schneider@dhs.wisconsin.gov</a>	Contract Manager
Jessica Maloney <a href="mailto:Jessica.Maloney@dhs.wisconsin.gov">Jessica.Maloney@dhs.wisconsin.gov</a>	Fiscal Contact



## E. GEARS EXPENSE REPORT(S) AND PAYMENT SCHEDULE

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

- **GEARS Expense Report(s) and Payment Schedule:** Grantee must report costs incurred on the GEARS Expenditure Report Form ([f-00642](#)) and submit the GEARS Expenditure Report by the **2nd week** of the month via email to the GEARS Unit ([dhs600RCars@dhs.wisconsin.gov](mailto:dhs600RCars@dhs.wisconsin.gov)) with a copy to the DHS program staff ([DHSLeadPoisoningPrevention@dhs.wisconsin.gov](mailto:DHSLeadPoisoningPrevention@dhs.wisconsin.gov))
- The GEARS Unit is responsible for issuing payment. The DHS program staff are responsible for ensuring claimed expenses are allowable and agree with approved budgets and scopes of work.
- Final GEARS Expense Reports are due no later than **forty-five (45) days** from the end of the contract period on **12/31/2026**

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

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

## F. REPORTING REQUIREMENTS

### 1. FINANCIAL REPORTING

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



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## 2. PROGRAMMATIC REPORTING

Annual reports are required to be submitted by the first business day of February following the end of the contract term. Grantee will be provided a report form from the DHS program area.

Documentation in HHLPSS will be used as your reporting requirements and should be completed within 2 weeks of each event. Required documentation is outlined below in Additional Information and/or Requests.

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

### G. UNALLOWABLE COSTS

Any services provided that are reimbursable by Medicaid are not allowed to be billed to the contract.

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

Contractee must pursue third party payment and/or other funding sources for service provision to children who are eligible for third party payment. This includes billing Medicaid fee-for-service or the appropriate managed care organization for blood lead testing of Medicaid-enrolled children. This also includes billing Medicaid for nurse home visits and environmental investigations for children with blood lead levels  $\geq 3.5$   $\mu\text{g/dL}$ .

### H. BUDGET MANAGEMENT

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

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



equipment purchases to the DHS program area  
(DHSLeadPoisoningPrevention@dhs.wisconsin.gov.).

## I. ADDITIONAL INFORMATION AND/OR REQUIREMENTS

Contractee must deliver public health services to residents by qualified health professionals in a manner that is family centered, unbiased, culturally appropriate, and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.

Contractees must provide services that support the elimination of childhood lead poisoning and the early detection and treatment of children with lead poisoning including compliance with:

- WI Statute and Administrative Rules:
  - WI Stat 254 (Environmental Health, <http://docs.legis.wi.gov/statutes/statutes/254.pdf>),
  - WI Admin Rule DHS 181 (Reporting of Blood Lead Test Results, [http://docs.legis.wisconsin.gov/code/admin\\_code/dhs/110/181.pdf](http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/181.pdf)),
  - WI Admin Rule DHS 163 (Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards, [http://docs.legis.wisconsin.gov/code/admin\\_code/dhs/110/163.pdf](http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/163.pdf)), and
  - WI Admin Rule DHS 157 (Radiation Protection, [https://docs.legis.wisconsin.gov/code/admin\\_code/dhs/110/157](https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/157)), as well as
- Practice standards presented in:
  - CDC's Blood Lead Reference Value and Recommended Actions (Oct 2021) <https://www.cdc.gov/lead-prevention/hcp/clinical-guidance/index.html>
  - Low Level Lead Exposure Harms Children: A Renewed Call for Primary Prevention\* ([https://www.cdc.gov/lead-prevention/about/index.html?CDC\\_AAref\\_Val=https://www.cdc.gov/nceh/lead/docs/final\\_document\\_030712.pdf](https://www.cdc.gov/lead-prevention/about/index.html?CDC_AAref_Val=https://www.cdc.gov/nceh/lead/docs/final_document_030712.pdf), CDC, January 4, 2012),
  - Wisconsin Childhood Lead Poisoning Prevention and Control Handbook (<https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>, under the Handbook tab; rev. 2024), and
  - U.S. Dept of Housing and Urban Development, Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. (2012 Edition; [https://www.hud.gov/program\\_offices/healthy\\_homes/lbp/hudguidelines](https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines)).

Additionally, contractees may borrow equipment from the DHS program area to help them



complete their work under this contract. Contractees are responsible for the equipment while it is in their possession, including:

- HEPA vacuums: Contractee may borrow HEPA vacuums from the DHS program area, for use by families of lead poisoned children, to reduce dust in homes. Contractee ensures the vacuum is cleaned before returning it to the DHS program area.
- XRF devices: If the contractee requests to borrow an XRF device from the DHS program area to conduct the lead investigation, the contractee will be responsible for the device during the time it is in their possession, including following all requirements for the transfer, storage and use of the device per WI Admin Rule DHS 157 and the DHS program area as outlined in the handbook. Contractee must return XRF devices to the DHS program area within 21 days of borrowing.

Contractee must document the use of any loaned equipment in their annual report to the DHS program area.

## J. PROJECT DELIVERABLES

*Option 3: Increase blood lead testing, provide nursing case management for confirmed blood lead level of 10 µg/dL or greater, and provide environmental investigation for a venous blood lead level of 10 µg/dL or greater.*

### Blood Lead Testing

Deliverable: Contractee will work to ensure children are tested according to the Wisconsin Blood Lead Testing Recommendations. Including:

- Monitoring blood lead testing percentages in the current jurisdiction for 1 year olds, 2 year olds, and 3 – 5 years olds not previously tested.
- Ensuring children with a capillary blood lead level greater than or equal to the blood lead reference value receive a confirmatory test within 90 days. Preferably a venous draw.

### Tasks:

- Send letters to families with education and reminders for confirmatory blood draws.
- Call families and/or providers to encourage confirmatory blood draws.
- Provide 2by2 campaign materials to clinics and providers.

### Nursing Case Management

Deliverable: Provide case management services to children with a blood lead level of 10 µg/dL or greater.

Tasks: For any child with a blood lead level greater than or equal to 10 µg/dL each of the following will be completed within 2 weeks of notification and documented in HLPSS:

- A nurse home visit



- Documented developmental assessment (completed by LHD or child’s provider)
- Fill in the [Nursing Case Management Report](#) (F-44771A) and upload into patient attachments in HHLPS
- If anything cannot be completed within 2 weeks a note must be entered into HHLPS to explain the delay
- Complete and upload the [Nursing Case Closure Report](#) (F-44771B) once the child has meet closure criteria

#### Environmental Investigation

Deliverable: Provide environmental investigations on properties of children with a blood lead level of 10 µg/dL or greater.

Tasks: Follow statute 254.164 by completing an environmental investigation for any child with a blood lead level at or above 10 µg/dL. Each of the following will be completed and documented in HLPSS within the specified timelines:

- Environmental investigation at the child’s primary residence and all secondary properties within 24 hours – 2 weeks, depending on the blood lead level. (See [Childhood Blood Lead Level Case Management Guidelines](#) Table E for timeframes)
- [Property Investigation Report](#) (F-44771C) and [Risk Assessment Report](#) completed and uploaded into HHLPS within 2 weeks of receiving test results from the lab related to the environmental investigation.
- [Clearance Report](#) and [Property Investigation Closure Report](#) (F-44771D) completed and uploaded into HHLPS within 2 weeks of receiving the clearance test results from the lab related to the environmental investigation.

**Wisconsin Department of Health Services**

**Division of Public Health**

**for**

**Wisconsin Title V Maternal and Child Health Block Grant Program**

**SCOPE OF WORK (GRANT VIA GEARS)**

**A. OVERVIEW**

<b>Program</b>	Wisconsin Title V Maternal and Child Health Block Grant Program
<b>Profile ID</b>	159320
<b>Match Profile ID</b>	193002
<b>Period of Performance</b>	01/01/2026-12/31/2026
<b>GEARS Contract Year</b>	2026
<b>Grantee Name</b>	DePere Health Dept.
<b>GEARS Agency Number</b>	472779
<b>Agreement Amount</b>	\$9,921.00
<b>Required Match Amount</b>	\$5,952.60

*Non-Appropriation:* DHS reserves the right to cancel any Agreement in whole or in part without prior notice, any penalty, or liability whatsoever due to non-appropriation of funds or receipt of funds by the Legislature or federal government or for failure of the Grantee to comply with terms, conditions, and specifications of this Agreement.

**B. BACKGROUND OR CONTEXT**

The mission of the Wisconsin Department of Health Services is to protect and promote the health and safety of the people of Wisconsin. The context of this scope of work is to implement and evaluate the selected objective activities grantee described in the 2026 MCH Objective Supplement.

<b>Adolescent Mental Health</b>
By December 31, 2026, the agency, in collaboration with community partners, will improve mental health outcomes for youth or increase access to mental health services.
Collaborate with organizational partnerships and youth to plan and implement programs and policies that improve mental health outcomes for youth or increase access to mental health services.
<b>Developmental Screening</b>
By December 31, 2026, the agency, in collaboration with community partners, will improve rates of developmental screening in their community.
Increase community awareness of age-appropriate developmental milestones, the importance of developmental monitoring and screening, and opportunities available for screening, referral, and other resources for families.
<b>Infant Mortality Prevention</b>
<b>Perinatal Mental Health</b>

**Additionally, the grantee is responsible for the following activities:**

- Collaborate with community partners to promote selected objective(s) throughout the community.
- Participate in all Learning Community Calls to support progress on selected objective(s).
- Involve community members in activity planning and ensure engagement throughout the year.

- Host a site visit to allow your MCH contract administrator to offer technical support, build collaborative relationships, and collect data for program enhancement.
- [Well Badger Resource Center](#)
  - Confirm grantee is listed and information is up to date in the Well Badger Resource Center searchable directory found at [www.wellbadger.org](http://www.wellbadger.org).
  - Promote the Well Badger Resource Center using their tools for professionals and partners. For example:
    - [Print and/or order Well Badger Resource Center materials](#), such as flyers and posters, and display in areas where clients are served.
    - Include the Well Badger Resource Center phone number and email on grantee's voicemail for clients calling outside normal business hours.
      - Call: 1-800-642-7837 or Text: 608-360-9328
      - Email: [help@wellbadger.org](mailto:help@wellbadger.org)
  - [Incorporate the Well Badger Resource Center social media posts and/or newsletter messages](#) into grantee's communication methods.
- Submit data on objective and activity progress, successes, barriers, and outcomes at the frequency and manner as directed by the Title V MCH program.
- Utilize data and prevention recommendations from local Fetal Infant Mortality Review (FIMR) and Child Death Review (CDR) teams to inform and align the work of selected MCH objective(s), when applicable. This does not apply to agencies that do not have a local FIMR or CDR team.
- Request technical assistance as needed from grantee's assigned MCH contract administrator.

### C. COMMUNICATIONS

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

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

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

Additional Grantee expectations regarding communication:

- Grantee will ensure program expenses are allowed by DHS and meet Office of Management and Budget guidelines.
- Grantee will contact the DHS contract administrator with requests for any changes to scope of work or budget.
- Grantee will provide quarterly updates on contract activities, including all measurements listed in this document, in the format agreed upon with the DHS contract administrator.
- Grantee will respond to emails from the DHS contract administrator within 5 business days.
- Grantee will attend meetings scheduled with the DHS contract administrator and contact the DHS contract administrator before the meeting if there is a need to reschedule.

**D. POINTS OF CONTACT**

The Grantee is responsible for notifying the DHS program area contract administrator if there are any changes in contact information within ten (10) business days.

**1. TABLE 1: DPH CONTACT AND ROLE**

Name	Contact Information	Role
Nikki Ripp	Nikki.Ripp@dhs.Wisconsin.gov	Maternal & Infant Health Unit Supervisor

**2. TABLE 2. GRANTEE CONTACT AND ROLE**

Name	Contact Information	Role
Chrystal Woller	cwoller@deperewi.gov	Health Officer

**E. GEARS EXPENSE REPORT(S) AND PAYMENT SCHEDULE**

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

- **GEARS Expense Report(s) and Payment Schedule:** Grantee must report costs incurred on the GEARS Expenditure Report Form ([f-00642](#)) and submit the GEARS Expenditure Report by the 14<sup>th</sup> of the month via email to the GEARS Unit ([dhs600RCars@dhs.wisconsin.gov](mailto:dhs600RCars@dhs.wisconsin.gov)) with a copy to the DHS program staff.
- The GEARS Unit is responsible for issuing payment. The DHS program staff are responsible for ensuring claimed expenses are allowable and agree with approved budgets and scopes of work.
- Final GEARS Expense Reports are due no later than 45 days from the end of the contract period on February 14, 2027.

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

Direct any questions related to the technical aspects of expenditure report processing, monthly payment reports, and reimbursements can email [DHSDESBFSGEARS@dhs.wisconsin.gov](mailto:DHSDESBFSGEARS@dhs.wisconsin.gov). Direct all other questions regarding expense reports to the DHS contract administrator or email [DHSDPHMCH@dhs.wisconsin.gov](mailto:DHSDPHMCH@dhs.wisconsin.gov).

## F. REPORTING REQUIREMENTS

### 1. FINANCIAL REPORTING

**Federal Title V Match:** Grantee must provide 60% match (\$0.60 local contribution for every \$1.00 federal) for all Title V grant funds. Grantees that do not meet their match requirements may be subject to repayment of grant funds. Match will be reported by completing GEARS Expenditure Report [form F-00642](#) and using the match profile ID listed at the top of this form. Grantee must copy their MCH contract administrators on all expense and match submissions.

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

All Grantees that receive \$100,000 or more in total funding from DHS (either from this contract alone or through multiple contracts combined) are required to have an audit every 12 months. Please see Section 18 on page 10 of your Grant Agreement for more details. All questions about audits can be directed to [DHSauditors@dhs.wisconsin.gov](mailto:DHSauditors@dhs.wisconsin.gov).

### 2. PROGRAMMATIC REPORTING

Quarterly reports are required throughout agreement period with all reports submitted on or before the agreement period ends. Grantees are required to quantitatively and qualitatively document program deliverables and provide a written statement through the reports. Grantee will be provided report forms and deadlines from the Wisconsin Title V Maternal and Child Health Block Grant Program.

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

#### **G. UNALLOWABLE COSTS**

Direct all questions regarding eligible expenses to the DHS program area contract administrator.

#### **H. BUDGET MANAGEMENT**

Grantee must submit a 2026 budget to grantee's assigned MCH contract administrator using the Title V budget template available on the [Division of Public Health Grants and Contracting \(GAC\) System page](#) under the 2026 Maternal and Child Health (MCH) section.

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

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

#### **I. ADDITIONAL INFORMATION AND/OR REQUIREMENTS**

All materials for public distribution developed by a grantee funded by the Title V MCH Block Grant must identify the funding source as follows: "Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U.S. Department of Health and Human Services."

If the grantee has a travel policy in effect, the grantee must inform their contract administrator. If the grantee does not have a travel policy in place and their contract is being funded with Federal dollars, then the grantee should calculate travel costs in accordance with federal travel maximum rates. If a grantee does not have a travel policy in place and their contract is funded with state general purpose revenue (GPR) dollars or program revenue dollars, then the grantee should calculate travel costs in accordance with state travel

maximum rates.

While gift cards can be used as incentives in some programs, all gift card purchases must be outlined in a budget approved by the DHS contract administrator. In addition, gift card incentives should be reasonable (generally defined as no more than \$25 each). Gift cards can be used for compensating community expertise that supports the work outlined in the grantee's scope of work and/or objective. Gift Cards **cannot**: (1) be used to incentivize the use of health care services, (2) be offered in the form of cash, (3) be used for entertainment, and (4) be used to purchase tobacco, alcohol or firearms and cannot be transferable to other individuals. As a result, gift cards cannot be purchased from vendors that sell tobacco, alcohol, or firearms unless the vendor offers a specific "food only" or "gas only." For example, Kwik Trip offers gas only gift cards, ALDI's offers food-only gift cards. Gift cards should be stored in a locked cabinet. Upon distribution, the recipient should sign or initial a check out form verifying that they have received their incentive for participation. Grantees are responsible for maintaining documentation. The use of this tracking log is not required but includes important information. For questions regarding the use of gift cards or other incentives using Title V funds, contact the DHS contract administrator.

Raffles are considered a form of gambling and are not an allowable use of grant funds.

All materials for public distribution developed that will be published by a grantee funded by the Title V MCH Block Grant must identify the funding source as follows: "Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U.S. Department of Health and Human Services."

**Grantee Name: De Pere Health Department**

**Direct Costs (Sections I-VI)**

**I. Personnel Costs**

*This category is for costs of personnel working on this project. Enter the title of each position funded and list position responsibilities related to this category if their support involves direct services for the project. Consider equitable wages for your staff. Cost sharing with the same title, please complete a new line for each staff person. General agency support (accountant, CEO, executive director, etc.)*

*Position title, X hours at X amount per hour or % FTE of total annual salary, list position responsibilities related to the project*

*Position title, X hours at X amount per hour or % FTE of total annual salary, list position responsibilities related to the project*

*Position title, X hours at X amount per hour or % FTE of total annual salary, list position responsibilities related to the project*

*Position title, X hours at X amount per hour or % FTE of total annual salary, list position responsibilities related to the project*

**Total Personnel Costs:**

**II. Fringe Benefit Costs**

*Provide a description of the components of the fringe rates in the justification box as well as the fringe rate for all indirect costs covered by this proposal or application. Fringe rate % x annual salary (listed above) = total fringe. Contributions Act (FICA) and Unemployment Insurance, Retirement, Life Insurance, Workers Compensation, Social Security, etc.*

*Position Title, fringe rate % x annual salary (listed above)*

*Position Title, fringe rate % x annual salary (listed above)*

*Position Title, fringe rate % x annual salary (listed above)*

**Total Fringe Benefit Costs:**

**III. Consultant and Sub-Contract Costs**

*Sub-contractors may include training providers, transportation contracts, youth advisory boards, guest speakers, etc. List type of subcontract, agency name, and details about services provided. Must include new line and repeat for each subcontract or consultant.*

*List contract type and description. X number of hours/sessions at X rate*

**Total Consultant and Sub-Contract Costs:**

**IV. Supply Costs**

*Provide description of supply items required for program implementation. Basic materials may include consumable materials, technology, incentives, educational materials, other miscellaneous program supplies. List the purchase and a calculation of cost, such as X number of items at X cost or provide a calculation for cost based on quantity.*

*Materials for tabling or recruitment events to include printing costs for youth engagement strategies and support materials for youth advisory boards*

*Onsite event (college freshman 17-18 year olds) to fund programmatic supplies to reach/engage with students promoting mental health resources (100 students x \$20)*

*Food for school-based engagement and mental health programming, services and resources (\$10/person x up to 120 participants)*

*Online ASQ access for 2 schools in English and Spanish (\$600 each school)*

Promotional items is to promote and increase use of available services and resources (Onesie to be sent with informational packet directing to health department's website for ASQ information) Qty 176 x \$11.00 each

**Total Supply Costs:**

**V. Operations Costs**

*This category is for non-supply, day-to-day expenses related to the implementation of this project. Operations cost space/rent, maintenance, cleaning fees, and other general operating expenses. Must include calculation of costs w*

*Operation cost item, calculation of cost, how it supports program implementation*

*Operation cost item, calculation of cost, how it supports program implementation*

*Operation cost item, calculation of cost, how it supports program implementation*

**Total Operations Costs:**

**VI. Travel Costs**

*This category is for travel expenses necessary to the implementation of the project. Must include calculation of cost must be related to grant-funded activities for staff, volunteers or clients, such as site visits or training. Rates must be copy of their travel policy for auditing purposes. If no travel policy exists, the agency must calculate travel rates at contract. Contact your contract administrator for details. Meals are only covered if they are not provided by the ev*

**In-State Travel**

**Mileage:** *Estimated number of miles annually x amount per mile x number of staff, how this travel supports program implementation*

**Per Diem:** *Number of days x number of staff x daily meal amount allowed, how this travel supports program implementation*

**Registration Fee:** *Estimated conference fees x number of conferences annually x number of staff attending, how this travel supports program implementation*

**Lodging:** *Number of employees x number of meetings/trainings x amount per night, how this travel supports program implementation*

**Out of State Travel**

**Airfare:** *Number of staff x estimated round trip airfare cost x number of trips, how this travel supports program implementation*

**Per Diem:** *Number of days x number of staff x daily meal amount allowed, how this travel supports program implementation*

**Registration Fee:** *Estimated conference fees x number of conferences annually x number of staff attending, how this travel supports program implementation*

**Lodging:** *Number of employees x number of meetings/trainings x amount per night, how this travel supports program implementation*

**Other:** *Calculation of cost, how it supports program implementation*

**Other:** *Calculation of cost, how it supports program implementation*

**Total Travel Costs:**

**Total Direct Costs (Categories I-VI)**



Adolescent Mental Health	Developmental Screening

on responsibilities related to the project. Supervisory roles should only be mentioned in should be calculated by wages (hourly or annual salary) x FTE. If you have multiple staff (executive director, etc.) should be included under Indirect Costs.

\$0	\$0
\$0	\$0
\$0	\$0
\$0	\$0
<b>\$0.00</b>	<b>\$0.00</b>

included positions. Benefit components may include items such as Federal Insurance Security, Health Insurance, Dental Insurance, paid vacation, and disability. Only include

\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
<b>\$0.00</b>	<b>\$0.00</b>

plementation partners, or other arrangements where your agency provides funds for de a calculation of costs, for example: X number of hours or sessions at X rate. Add a

\$0.00	\$0.00
\$0.00	\$0.00
<b>\$0.00</b>	<b>\$0.00</b>

office supplies (e.g., postage, paper, pens, office chairs, desks, markers), materials for s, and other supplies priced less than \$5,000. All supplies must include justification for on similar programs expenses or justified by X amount per FTE.

\$3,585.00	\$0.00
\$2,000.00	\$0.00

\$1,200.00	\$0.00
	\$1,200.00
	\$1,936.00
<b>\$6,785.00</b>	<b>\$3,136.00</b>

*s may include website maintenance, utilities, internet service fees, payroll fees, office which can be based on the number of FTE's dedicated to this project.*

\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
<b>\$0.00</b>	<b>\$0.00</b>

*ts which can be based on the number of FTE's dedicated to this project. Reimbursement be calculated in accordance with the agency's travel policy. Agencies should maintain a either the Wisconsin state rate OR federal rate, depending on the source funding the ent.*

\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00

\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
<b>\$0.00</b>	<b>\$0.00</b>

<b>\$6,785.00</b>	<b>\$3,136.00</b>
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<i>do not provide direct program services (e.g. supervisory support from a CEO or executive activities it performs. Unless your agency or Tribal Nation has a Negotiated Indirect Cost forward amount. Must indicate how this is calculated. Agencies can list line items for and indicate which expenses are included in the percentage.</i>	
\$0.00	\$0.00
\$0.00	\$0.00
<b>\$6,785.00</b>	<b>\$3,136.00</b>

IN PROCESS

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. [Disclosure of Lobbying Activities \(Standard Form-LLL\)](#)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(Signature of Official Authorized to Sign Application)

Chrystal Woller

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Agency / Contractor Name)

\_\_\_\_\_  
(Date)

Health Officer/Health Department Director

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title of Program)

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

**STATE OF WISCONSIN**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

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

**Department of Health Services**

Division of Enterprise Services

F-03400 (07/2025)

**State of Wisconsin**

**Attestation of Filing Assurance of Compliance (Form HHS 690)**

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

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

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

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

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

**Signature** — Official Authorized to Sign Application:

\_\_\_\_\_ Date signed: \_\_\_\_\_

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

\_\_\_\_\_ Date signed: \_\_\_\_\_

**Certificate Of Completion**

Envelope Id: 7D352D48-72CC-46D3-9AF7-27C2FBC2C1D7  
 Subject: MP - De Pere HD - 2026 DPH Consolidated Contract - 435100-G26-DPHCC26-17  
 Source Envelope:  
 Document Pages: 46  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
 Yvette Smith  
 201 East Washington Avenue  
 Madison, WI 53703  
 yvettea.smith@dhs.wisconsin.gov  
 IP Address: 136.226.109.92

**Record Tracking**

Status: Original  
 12/8/2025 12:52:57 PM  
 Security Appliance Status: Connected  
 Storage Appliance Status: Connected

Holder: Yvette Smith  
 yvettea.smith@dhs.wisconsin.gov  
 Pool: StateLocal  
 Pool: DHS

Location: DocuSign  
 Location: Docusign

**Signer Events**

Amanda Ross  
 amandal.ross@dhs.wisconsin.gov  
 Paralegal  
 Department of Health Services  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

Signed by:  
  
 E5797DAC2816495...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 165.225.59.50

**Timestamp**

Sent: 12/8/2025 12:56:01 PM  
 Viewed: 12/11/2025 3:27:13 PM  
 Signed: 12/11/2025 3:28:56 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

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

Sent: 12/11/2025 3:28:59 PM  
 Viewed: 12/11/2025 3:46:09 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/11/2025 3:46:09 PM  
 ID: 89b3e4f5-8f0c-4a46-a36f-7ac62432120c

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

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>DHS DPH Contract Routing  dhsdphcontractrouting@dhs.wisconsin.gov  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 12/8/2025 12:56:00 PM
<p>DPH Contracts  DHSDPHContracts@dhs.wisconsin.gov  DPH Contracts Shared Account  Wisconsin Department of Health Services  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 12/8/2025 12:56:01 PM
<p>GEARS Contracts  DHSCARContracts@dhs.wisconsin.gov  Wisconsin Department of Health Services  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 12/8/2025 12:56:01 PM
<p>Kelly Burke  kburke@mail.de-pere.org  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 12/11/2025 3:29:00 PM
<p>Sara Lornson  slornson@deperewi.gov  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 12/11/2025 3:29:00 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/8/2025 12:56:02 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

**How to contact Wisconsin Department of Health Services:**

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

To contact us by email send messages to: [DHSCocontractCentral@dhs.wisconsin.gov](mailto:DHSCocontractCentral@dhs.wisconsin.gov)

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

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

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

**To request paper copies from Wisconsin Department of Health Services**

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

**To withdraw your consent with Wisconsin Department of Health Services**

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [DHSCContractCentral@dhs.wisconsin.gov](mailto:DHSCContractCentral@dhs.wisconsin.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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

# CITY OF DE PERE

## MEMO

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Meeting Date: 1/20/2026  
Department: Health  
From: Chrystal Woller BSN, RN, MBA

Re: Recommendation from the Finance Committee to approve the WI DPH Consolidated Contract Awarded to the Health Department in the amount of \$12,082 for Maternal Child Health and Lead Programming

---

The De Pere Health Department has received notification of the department's *annual* consolidated contract award from the WI Department of Health Services in the amount of \$12,082. This contract includes funding for two programs: Maternal Child Health and Childhood Lead. The budget period for this award is January 1, 2026-December 31, 2026. This was approved unanimously at the Finance Committee meeting on 1/13/2026.



**Request for Common Council Action**

---

**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** City Attorney  
**FROM:** Angela Zills, Paralegal  
**SUBJECT:** Ordinance #26-02 Approving Zoning Map Amendment from BP-2, Business Park District 2 District to BP-1, Business Park 1 District (700 Block Millenium Court) and from BP-2 PDD, Business Park 2 District with a Planned Development District overlay to BP-1 PDD, Business Park 1 District with a Planned Development District overlay (701 Millenium Court) (Parcel Nos. ED-2305 through ED-2309, ED-2311 through ED-2313, ED-2313-1, ED-2314 through ED-2315, ED-3074 through ED-3089 and ED-3115 through ED-3140).

**RECOMMENDED ACTION:** Motion to adopt.

---

The attached ordinance is being submitted by the Law Department to make the Zoning Map Amendments, pursuant to the Public Hearing Notice earlier this meeting.

**ATTACHMENTS:**  
Ord26-02

ORDINANCE #26-02

APPROVING ZONING MAP AMENDMENT FROM BP-2, BUSINESS PARK 2 DISTRICT TO BP-1, BUSINESS PARK 1 DISTRICT (700 Block Millenium Court) AND FROM BP-2 PDD, BUSINESS PARK 2 DISTRICT WITH A PLANNED DEVELOPMENT DISTRICT OVERLAY TO BP-1 PDD, BUSINESS PARK 1 DISTRICT WITH A PLANNED DEVELOPMENT DISTRICT OVERLAY (701 Millenium Court)

(Parcel Nos. ED-2305 through ED-2309, ED-2311 through ED-2313, ED-2313-1, ED-2314 through ED-2315, ED-3074 through ED-3089 and ED-3115 through ED-3140)

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 20th day of January, 2026 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the following described property:

Parcel Nos. ED-2305, ED-2306, ED-2307, ED-2308, ED-2309 and ED-2315

Lots 18, 19, 20, 21, 22 and 28 according to the recorded Plat of East Side Industrial Park Second Addition, in the City of De Pere, East side of Fox River, Brown County, Wisconsin

Parcel No. ED-2311

Lot 24 and part of Lot 25 according to the recorded Plat of East Side Industrial Park Second Addition, in the City of De Pere, East side of Fox River, Brown County, Wisconsin as described in Document No. 2356282, excepting therefrom that part described in Document No. 2645393

Parcel No. ED-2312

Part of Lot 25 according to the recorded Plat of East Side Industrial Park Second Addition, in the City of De Pere, East side of Fox River, Brown County, Wisconsin as described in Document No. 2356283

Parcel No. ED-2313

Lot 1 of Volume 58 Certified Survey Maps Page 336 Map No. 8365, recorded as Document No. 2645522, being part of Lots 24, 25 and 26 of the recorded Plat of East Side Industrial Park Second Addition, in the City of De Pere, East Side of Fox River, Brown County, Wisconsin

Parcel No. ED-2313-1

Lot 1 of Certified Survey Map No. 9192, recorded as Document No. 2912207, being part of Lots 26 and 27 of the recorded Plat of East Side Industrial Park Second Addition, in the City of De Pere, East Side of Fox River, Brown County, Wisconsin

Parcel No. ED-2314

Lot 2 of Certified Survey Map No. 9192, recorded as Document No. 2912207, being part of Lot 27 of the recorded Plat of East Side Industrial Park Second Addition, in the City of De Pere, East Side of Fox River, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of BP-2, Business Park 2 District to BP-1, Business Park 1 District as set forth in and regulated by the provisions of Chapter 14, Article IV Commercial and Employment Districts and the corresponding applicable sections thereunder, and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 2. That the following described property:

Parcel Nos. ED-3074, ED-3075, ED-3076, ED-3077, ED-3078, ED-3079, ED-3080, ED-3081, ED-3082, ED-3083, ED-3084, ED-3085, ED-3086, ED-3087, ED-3088, ED-3089, ED-3115,

ED-3116, ED-3117, ED-3118, ED-3119, ED-3120, ED-3121, ED-3122, ED-3123, ED-3124,  
ED-3125, ED-3126, ED-3127, ED-3128, ED-3129, ED-3130, ED-3131, ED-3132, ED-3133,  
ED-3134, ED-3135, ED-3136, ED-3137, ED-3138, ED-3139 and ED-3140

Storage Shop USA-East De Pere Condominium Units 1-42 together with undivided interest in common elements, etc. as described in Document No. 2850781 including any amendments and addendums thereto, being all of Lot 23, East Side Industrial Park Second Addition, located in the Southeast ¼ of the Southwest ¼ and the Southwest ¼ of the Southwest ¼ of Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of BP-2 PDD, Business Park 2 District with a Planned Development District overlay to BP-1 PDD, Business Park 1 District with a Planned District overlay as set forth in and regulated by the provisions of Chapter 14, Article IV Commercial and Employment Districts and Article V Special Districts, along with the corresponding applicable sections thereunder, and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 3. The City Clerk is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 4. All other ordinances in conflict herewith are hereby repealed.

Section 5. 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 20th day of January, 2026.

APPROVED:

\_\_\_\_\_  
James G. Boyd, Mayor

ATTEST:

\_\_\_\_\_  
Carey E. Danen, City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Board/Committee Approval: 12/15/2025

Publication Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_



City of De Pere, Wisconsin

11.B

**Request for Common Council Action**

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**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** City Attorney  
**FROM:**  
**SUBJECT:** Ordinance #26-03 Amending Chapter 2 — Aldermanic Districts and Elections of the De Pere Municipal Code resulting from Territory added to City.  
**RECOMMENDED ACTION:** Motion to approve.

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As a result of the recent annexations from the Towns of Lawrence and Ledgeview, which necessitated the creation of two additional wards within the City (24 and 25), statute requires that the City redistrict the boundaries of its aldermanic districts within 60 days of the ward adjustments.

**ATTACHMENTS:**  
Ord26-03, Ward and District map

ORDINANCE #26-03  
AMENDING CHAPTER 2 – ALDERMANIC DISTRICTS AND ELECTIONS  
OF THE DE PERE MUNICIPAL CODE RESULTING FROM TERRITORY ADDED TO CITY

WHEREAS, Wis. Stats. §62.08(1) requires that the City redistrict the boundaries of its aldermanic districts within 60 days of adjusting its wards under Wis. Stats. §5.15(1) and (2); and

WHEREAS, the City Clerk has published a Class 2 Legal Notice regarding the proposed aldermanic district alterations and has maintained, during regular business hours, a copy of the proposed ordinance and revised district map in regard thereto in the City Clerk’s office.

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

**SECTION 1: Sec. 2-1. – Aldermanic districts.,** is hereby amended by adding Ward 24 to the fourth aldermanic district under (4) and adding Ward 25 to the second aldermanic district under (2) of said section.

**SECTION 2: Sec. 2-4. - Aldermanic district map,** is hereby repealed and recreated as follows:

The map referenced in section 2-1 and attached to Ordinance #26-03 as Exhibit 1, on file in the city clerk's office, is hereby adopted and incorporated into this chapter for purposes of delineating aldermanic district boundaries in the city.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** This ordinance shall be effective on and after its passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere, this 20th day of January, 2026.

APPROVED:

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James G. Boyd, Mayor

ATTEST:

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Carey E. Danen, City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Publication Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_



# Meet Your Alderpersons

**Mayor**  
**James Boyd**  
 920-339-4040



**District 3**




**Mike Esenkain**  
920-880-0966

**Devin Percec**  
920-880-3784

**District 1**




**Amy Charoia Kurlinger**  
920-493-0614

**Shana Oshoff Ledwith**  
920-332-1633

**District 4**




**Dan Carpenter**  
920-896-2640

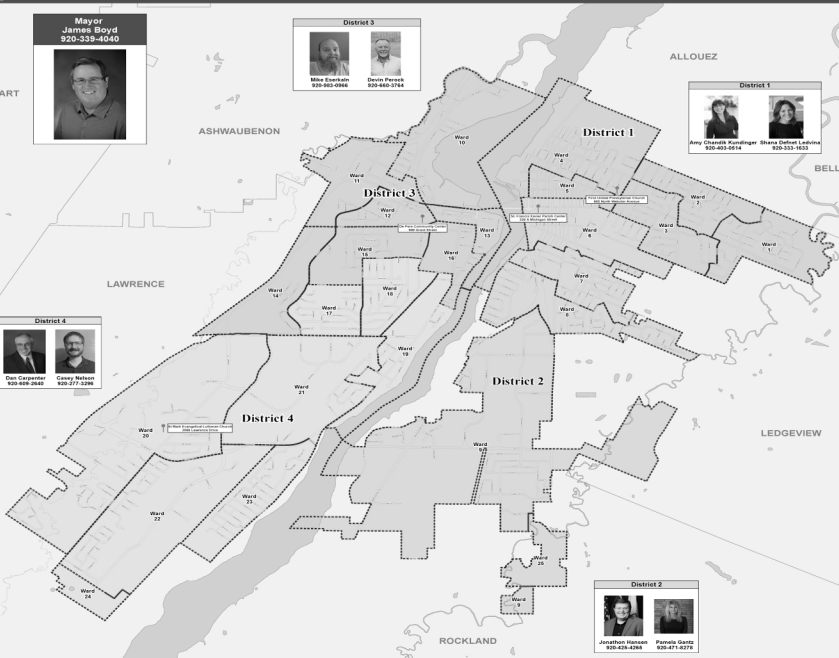
**Casey Nelson**  
920-277-3296

**District 2**




**Jonathon Hanson**  
919-438-4368

**Pamela Garst**  
920-471-0276





City of De Pere, Wisconsin

11.C

**Request for Common Council Action**

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**MEETING DATE:** January 20, 2026  
**DEPARTMENT:** City Attorney  
**FROM:** Joanne Bungert, City Attorney  
**SUBJECT:** Ordinance #26-04 Adopting Section 10-12, De Pere Municipal Code, Creating The De Pere Youth Commission.  
**RECOMMENDED ACTION:** Motion to Approve.

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At its meeting on January 13, 2026, the Finance/Personnel Committee voted unanimously to approve the draft ordinance prepared by the Law Department.

ATTACHMENTS:  
Ord26-04

ORDINANCE #26-04

ADOPTING SECTION 10-12, DE PERE MUNICIPAL CODE,  
CREATING THE DE PERE YOUTH COMMISSION

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

FOLLOWS:

Section 1: Sec. 10-12, De Pere Municipal Code is hereby created to read:

**10-12. – De Pere Youth Commission.**

- (a) *Purpose.* The De Pere Youth Commission is hereby established for the City of De Pere. The purpose of the De Pere Youth Commission shall be to provide a formal mechanism for youth engagement in municipal government, foster leadership development, and promote civic responsibility among youth. The Commission shall advise the Common Council and City departments on issues affecting youth and assist in the development of programs and initiatives that enhance the quality of life for young residents.
- (b) *Membership.* The Commission shall be comprised of at least seven (7) but not more than fifteen (15) members, who are students between the ages of 14 and 18 and reside in the City of De Pere or attend school in either the Unified School District of De Pere or the School District of West De Pere. The Mayor shall appoint the Commission members, subject to confirmation by the Common Council, which shall be selected through an application process, conducted by a selection committee designated by the Mayor. In the event the number of applicants exceeds the number of available member positions for any given term, a priority shall be given to applicants residing in the City of De Pere. Terms shall be for one (1) year, beginning the 4<sup>th</sup> Wednesday of May of each year. Thereafter, members may be reappointed through High School Senior Graduation. The Common Council may designate one or more Alders to serve as Council Liaisons to the Commission for such terms as determined by council.
- (c) *Officers, Meetings.* At the start of each term, the Commission shall elect a Chair, Vice Chair and Secretary from among its members by majority vote. The Chair shall preside at meetings of the Commission and shall have the right to vote. The Vice-Chair shall, in case of absence or disability of the Chair, perform the duties of the Chair. The Secretary shall keep records of each meeting by taking minutes, showing all actions taken and recommendations made. A copy of such minutes shall be filed with the City Clerk. The Commission shall meet not less than monthly and may hold additional meeting as it deems necessary. A majority of the Commission's members shall constitute a quorum.

(d) *Rules and Procedures.* The Commission may adopt rules and bylaws, not inconsistent herewith, for the transaction of business. The rules of parliamentary practice comprised in Robert's Rules of Order, Newly Revised, shall govern the Commission in all cases in which they are applicable and in which they are not inconsistent with rules contained in this chapter or adopted by the Commission.

(e) *Powers and Duties.* The Commission shall serve in an advisory capacity to the Common Council and other City departments on matters affecting youth in the City of De Pere. The Commission shall:

- (1) Report annually to the Common Council, or more frequently as requested, on its activities, findings, and recommendations.
- (2) Advise the Common Council on policies, programs, and initiatives that impact youth within the City.
- (3) Promote public interest in and understanding of youth issues and activities within the City of De Pere.
- (4) Foster youth involvement in municipal decision-making by creating forums or focus groups that allow youth to raise issues and provide input to the Common Council, City departments, and influence policy formulation.
- (5) Encourage cooperation and interaction among social, health, and recreational programs offered by the City, including collaboration with teen advisors from the Park Board and Sustainability Commission.
- (6) Develop realistic goals and measurable outcomes aimed at improving conditions and prospects for youth in the City, including the creation of methodologies to monitor progress toward achieving these improvements.

Section 2. The current sections of Chapter 10 of this Code are hereby renumbered as follows:

1. Section 10-12, Dual Citizen Membership on Boards and Commissions, is renumbered as Section 10-13;
2. Section 10-13, Code of Ethics, is renumbered as Section 10-14;
3. Section 10-14, Public Records, is renumbered as Section 10-15;
4. Section 10-15, Continuity of Government, is renumbered as Section 10-16.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20<sup>th</sup> day of January, 2026.

APPROVED:

\_\_\_\_\_  
James G. Boyd, Mayor

ATTEST:

\_\_\_\_\_  
Carey E. Danen, City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Board/Committee Approval: 01/13/2026

Publication Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_