



Common Council

Regular Meeting

Agenda

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

Tuesday, March 3, 2026

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **March 3, 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 COMMENTS
Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
6. CONSENT AGENDA
 - A. Approval of the minutes of the February 18, 2026 Common Council meeting.
 - B. Appointment of Jeremy Beck to the Board of Park Commissioners by Mayor Boyd; term to expire April 30, 2029.
 - C. Recommendation from the Board of Park Commissioners to accept a \$1,500 donation from Durr CTS Inc. for individual sponsorship of the Beer Gardens on June 16 & August 4, 2026.
7. NEW BUSINESS
 - A. Recommendation from the Board of Park Commissioners to approve revising the Arboriculture Specifications Manual regarding tree planting.
 - B. Recommendation from the Board of Park Commissioners to approve a pop-up Beer Garden fundraiser with Stubborn Brothers with the proceeds being allocated to benefit the De Pere

Dog Park.

- C. Recommendation from the Board of Park Commissioners to approve Kay Distributing as the beer vendor for the Beer Gardens for 2026-2028.
 - D. Recommendation from the Board of Park Commissioners to approve the Beer Garden Revenue Policy.
 - E. Consideration and possible action to authorize up to \$10,000 from Unassigned Reserves to repair the Fox Point Boat Launch.
 - F. For consideration and possible action on the First Amendment to the Development Agreement between the City of De Pere and William Street Investment Partners, LLC, as assignee of De Pere 230 Development Partners LLC regarding the Development of the former Shopko Site - BUILDING F (Parcel Numbers ED-861 and ED-875).
8. OLD BUSINESS
- A. Consideration and possible action on redirection of Community Service Grant funds awarded to VFW Post 2113 in the amount of \$250.
9. RESOLUTIONS
- A. Resolution #26-14 Authorizing Agreement for Professional Services with GRAEF-USA, Inc. (Wilson Park Technical Design, Bidding and Construction).
 - B. Resolution #26-15 Authorizing Partial Release of Utility Easement (Parcel ED-875; 224 North Wisconsin Street).
 - C. Resolution #26-16 Authorizing Release of Utility Easement (Parcel ED-1164-R-32-2; Lebrun Street).
 - D. Resolution #26-17 Regarding the Vacation of a Portion of a Public Thoroughfare (right-of-way discontinuance at 1900 BLK Lebrun ST adjacent to Parcel ED-1164-R-32-2) - Refer for Public Hearing.
 - E. Resolution #26-18 Authorizing Agreement for Professional Services with SmithGroup (Downtown Master Plan Update).
10. INFORMATIONAL
- A. De Pere Police Department - annual update.
11. FUTURE AGENDA ITEMS
12. 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/>.



City of De Pere, Wisconsin

6.A

Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Approval of the minutes of the February 18, 2026 Common Council meeting.
RECOMMENDED ACTION: Motion to approve.

ATTACHMENTS:
2-18-26 Common Council minutes_draft



Common Council

Regular Meeting

Draft Minutes

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

Wednesday, February 18, 2026

7:30 PM

1. Call to Order

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

2. Roll Call

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

3. Pledge of Allegiance

4. Approval of the Minutes

A. Approval of the minutes of the February 3, 2026 Common Council meeting.

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

5. Presentations/Awards

A. Presentation by Brown County on the final proposed aesthetics for the Southern bridge and GV-15 retaining walls.

This item has been postponed to a future meeting.

6. 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

None.

7. New Business

A. Nuisance abatement appeal by Rachael Carriveau.

City Attorney Joanne Bungert reviewed the hearing procedure and the City ordinance definition of chronic nuisance; she explained that the appellant is seeking to appeal that determination. Council members will listen to testimony and evidence, and either uphold the police chief's determination or reverse it. The format is a quasi-judicial hearing; both parties will present testimony under oath and will be sworn in by the clerk. Council members will be able to

ask questions throughout the session before deliberating. Attorney Bungert confirmed with the alderpersons that there are no conflicts of interest. She noted that each party will have ten minutes to present, and that deliberations will be held in closed session.

Assistant City Eric Erdman acted as the City's attorney. He reported that officers will give testimony which will show that the appeal should be denied. Officer Joe Johnson was sworn in and testified regarding the four calls for service that were identified in the abatement plan. Mayor Boyd moved, seconded by Alderperson Ledvina to grant an additional five minutes for testimony. Upon vote, motion carried unanimously. Police Chief Jeremy Muraski was sworn in and provided testimony. He acknowledged that he has discretion to determine that a property qualifies as a chronic nuisance, and that he authorized and agreed with the abatement plan. Mayor Boyd moved, seconded by Alderperson Gantz to grant an additional five minutes of testimony. Upon vote, motion carried unanimously.

Attorney Bungert noted that the appellant will be granted 20 minutes as well to present evidence. Appellant Rachael Carriveau addressed the Council and provided testimony for the basis of her appeal.

Attorney Erdman provided closing arguments and Officer Johnson answered questions from alderpersons. Ms. Carriveau also provided her closing testimony and answered questions from Council members.

Mayor Boyd moved, seconded by Alderperson Kundinger to enter into closed session at 8:42 PM. Upon roll call vote, motion carried unanimously. Mayor Boyd moved, seconded by Alderperson Nelson to return to regular order at 9:22 PM. Upon roll call vote, motion carried unanimously.

Mayor Boyd moved, seconded by Alderperson Nelson to deny the appeal. Upon vote, motion carried unanimously. Mayor Boyd read the findings of fact for the record. Mayor Boyd then moved, seconded by Alderperson Perock to adopt the findings and conclusions. Upon vote, motion carried unanimously.

B. Recommendation from the Finance-Personnel Committee to approve Forte for merchant services using the service fee model for the Beer Gardens and pools.

Finance Director-Treasurer Pam Manley reported that staff selected the vendor that currently provides services for other City departments.

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

C. Recommendation from the Board of Public Works on award of Contract 25-04 American Boulevard Utility Extension in the amount of \$1,086,000.00.

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

D. Recommendation from the Board of Public Works on award of Contract 26-03 Sewer Lining in the amount of \$339,997.00.

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

E. Recommendation from the Board of Public Works on award of Contract 26-05 Sidewalk and Curb Repairs in the amount of \$395,215.00.

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

F. Recommendation from the Board of Public Works on award of Contract 26-13 Crackfilling in the amount of \$91,850.00.

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

G. Recommendation from the Board of Public Works on award of Contract 26-15 Sewer Televising in the amount of \$38,958.00.

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

H. Recommendation from the Board of Public Works to approve a declining rate structure for water volume charges related to the Public Service Commission Rate Case.

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

- I. Recommendation from the License Committee on an application for a Reserve Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor License for Foxy's Sports Pub & Grub LLC (DBA Foxy's Sports Pub & Grub), 419 Main Av. Agent: Timothy Czarneski, Denmark WI. Boyd, Perock to receive and place on file.

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

- J. For consideration and possible action to enter into an agreement pursuant to Wis. Stat. 755.04 with the Honorable Gregg Schreiber to act as a temporary Municipal Judge appointed pursuant to Wis. Stat. 800.06(1), for a salary rate of \$225.00 per service date, subject to final review and approval by the City Attorney.

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

8. Old Business

- A. Consideration and possible action related to the De Pere Ice Arena facility improvements and operations.

Mayor Boyd moved, seconded by Alderperson Ledvina to approve the "Stay the Course +1" option. Parks Director Marty Kosobucki answered questions about the other options. He identified the following as some of the top-priority projects for the ice arena: repair of the de-humidification system, flooring, HVAC units, and replacement of electrical panels.

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

9. Resolutions

Mayor Boyd moved, seconded by Alderperson Nelson to suspend the rules for items 9A-E. Upon vote, motion carried unanimously.

- A. Resolution #26-06 Establishing Tax Equivalent Payable to the City by the De Pere Water Utility.
- B. Resolution #26-07 Approving Revised State/Municipal Financial Agreement (SMFA) (I-41, Southbridge Road Interchange).
- C. Resolution #26-08 Authorizing Installment Payments for 2026 Sidewalk Repair or Replacement Expenses in Excess of \$1,000 Ordered Under Wis. Stats. § 66.0907.

D. Resolution #26-09 Authorizing Contractor Agreement with Badger Concrete Lifting, LLC (Project #26-19 Mudjacking - Curb & Gutter and Sidewalk).

E. Resolution #26-10 Authorizing Standard Agreement for Professional Services with Allyson Brunette Consulting LLC (Sustainability Commission Green Tier Legacy Community Scoresheet).

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

F. Resolution #26-11 Rescinding Property Taxes and Approval to pay net taxes utilizing Unassigned Reserves (Parcel Nos. ED-6 and WD-478-1).

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

G. Resolution #26-12 Authorizing Agreement for Professional Services with The Archer Company, LLC (Classification and Compensation Study).

Human Resources Generalist Tracy Hood answered questions about the proposals received and the reasons staff selected the Archer Company; she confirmed that Archer was within budget. Alderperson Carpenter expressed the opinion that Council should be involved in future selections related to compensation studies.

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

H. Resolution #26-13 Authorizing Agreement for Contractor Services with Dark Horse Deconstruction LLC (Demolition - 126 South Broadway Street).

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

10. Ordinances

Mayor Boyd moved, seconded by Alderperson Ledvina to suspend the rules and take up items 10A-D with one roll call vote. Upon vote, motion carried unanimously.

A. Ordinance #26-05 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Recommendations.

B. Ordinance #26-06 Amending Chapters 3, 6, 10, 13 & 74 and Sections 22-8 & 30-6 of the De Pere Municipal Code.

C. Ordinance #26-07 Amending De Pere Municipal Code Section 3-2 - Elective officials; terms; primary elections.

D. Ordinance #26-08 Amending De Pere Municipal Code Chapter 106 - Licenses and Permits.

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

11. Future Agenda Items

Aldersperson Hansen requested an update from the County on the name selection for the southern bridge.

12. Adjournment

Mayor Boyd moved, seconded by Aldersperson Nelson to adjourn the meeting at 10:02PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: Administration
FROM: James Boyd, Mayor
SUBJECT: Appointment of Jeremy Beck to the Board of Park Commissioners by Mayor Boyd; term to expire April 30, 2029.
RECOMMENDED ACTION: Motion to approve.

Appointee biography:

My name is Jeremy Beck. I have been a resident of Northeast Wisconsin for most of my life, growing up in Oshkosh and then living in the Appleton area before moving to De Pere almost five years ago. My wife, Amanda, and I moved here because of the smaller city charm, the parks and trails, community events, and most importantly the schools. We already had previous connections to De Pere with Amanda working at SNC for over 20 years and now at USDD. I have been a City Letter Carrier with USPS for the past ten years. My previous experience is having an associate's degree in business management and administration. I also worked for a graphics company prior to USPS dealing with customer service and project management. Amanda and I have two young daughters, a third grader and kindergartner. We love utilizing the parks, trails, and bike paths in De Pere. We love summer in De Pere because we always find something to do between the farmers markets and beer gardens among other things. I am looking forward to potentially working with the Board of Park Commissioners to help maintain and improve the parks and recreation.

ATTACHMENTS:
None



Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Recommendation from the Board of Park Commissioners to accept a \$1,500 donation from Durr CTS Inc. for individual sponsorship of the Beer Gardens on June 16 & August 4, 2026.
RECOMMENDED ACTION: Staff recommends approval.

The Board of Park Commissioners, at the February 19, 2026 meeting, approved accepting a \$1,500 donation from Durr CTS Inc. for the individual sponsorship for the beer gardens on June 16 and August 4, 2026. The motion was approved unanimously with a 4-0 vote.

ATTACHMENTS:
Memo.Durr CTS Sponsorship. Council, Beer Garden Durr CTS Inc 6.16.26 & 8.4.26 Donation

CITY OF DE PERE MEMO



To: Common Council
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 3, 2026

RE: **Recommendation from the Board of Park Commissioners to accept a \$1,500 donation from Durr CTS Inc. for individual sponsorship of the Beer Gardens on June 16 and August 4, 2026.**

The Board of Park Commissioners approved accepting a \$1,500 donation from Durr CTS, Inc. for the individual sponsorship of the Beer Gardens on June 16 and August 4, 2026. The motion was approved unanimously with a 4-0 vote.

CITY OF DE PERE

Community Center | Recreation Department

600 Grant St., De Pere, WI | 920-339-4097 | www.deperewi.gov/communitycenter



TO: Board of Park Commissioners
FROM: Paula Rahn, Recreation Superintendent
DATE: February 19, 2026
RE: Consideration & possible action to accept a \$1500 donation from Dürr CTS Inc. for individual sponsorship of the Beer Gardens on June 16 & Aug. 4, 2026*

Staff is requesting the Board of Park Commissioner's approval to accept a \$1,500 donation from Dürr CTS Inc. for an individual sponsorship of two dates of our Beer Garden events at the Nelson Pavilion in Voyageur Park – June 16 & August 4, 2026. An individual sponsor would be listed in all social media posts and other electronic marketing specific to that event along with signage at the event.

Dürr CTS Inc. has been a wonderful partner over the years and has been an individual sponsor of the Beer Gardens since 2022. They are great workers and are extremely fun to work with! Dürr CTS Inc. provides additional volunteers (in festive themed shirts) to work the beer tent as well as provide swag to beer garden patrons. They also do a fabulous job at promoting the events at their business encouraging their staff to attend the events. We are extremely pleased to have Dürr CTS Inc. return as one of our individual sponsors again this year and look forward to their partnership in helping make the Beer Gardens a tremendous success!

Thank you for your time and consideration.

Donation Information:

From: Dürr Systems, Inc.
c/o Rodney Schwartz, Vicky Brittnacher
830 Prosper Street
De Pere, WI 54115
Vicky.brittanacher@cts-durr.com
To: De Pere Parks & Recreation Department
For: Individual Sponsorship for June 16 & August 4, 2026 Beer Garden Events
Amount: \$1,500 (2 dates @ \$750 ea.)



Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Recommendation from the Board of Park Commissioners to approve revising the Arboriculture Specifications Manual regarding tree planting.
RECOMMENDED ACTION: Staff recommends approval.

The Board of Park Commissioners, at the February 19, 2026 meeting, approved the recommended changes to the Arboriculture Specifications Manual regarding tree planting. The motion was approved unanimously with a 4-0 vote.

ATTACHMENTS:
Memo. Limiting Small Tree Planting (Common Council), Arboriculture Specifications Manual-planting update

CITY OF DE PERE MEMO



To: Common Council
From: Brian Christnovich
Kyle Rouce
Date: March 3, 2026

RE: Recommendation from the Board of Park Commissioners to approve recommended revisions to the Arboriculture Specifications Manual regarding tree planting.

The Board of Park Commissioners, at the February 19, 2026, meeting, approved the recommended changes to the Arboriculture Specifications Manual regarding tree planting. The motion passed unanimously with a 4-0 vote.

Summary:

Staff is requesting to update the verbiage in the Arboricultural Specifications Manual to assist the Forestry Department in making more educated decisions regarding terrace tree planting. This would allow the City Forester the latitude to channel the selection of tree species to ensure continued urban forest health, diversity, benefits, and safety.

Background:

Over the years, we continue to notice an increased interest with city residents in planting an overabundance of small stature trees within our City terraces. While this sounds positive, there are many drawbacks to keep in mind such as:

- decrease in species diversity
- decrease in benefits (stormwater, air quality, energy savings, property values, etc.)
- decrease in overall tree lifespan

It's critical to realize that while small tree planting is important and holds crucial value in our planting regimen, we should only plant them when we are strictly limited by site restrictions. We currently have many situations with planting vacancies that have potential to accommodate a large stature tree, but instead residents are choosing/preferring a small stature tree. If we limit these plantings, it gives us a better opportunity to choose the "right tree, right place" for these planting sites going forward. This also gives us better opportunity to educate homeowners on the value of planting larger stature trees and the benefits they provide.

There will always be a time and a place for small tree planting, especially with the abundance of limitations in a city setting. Our main goal is to reduce the number of small tree plantings and exchange them with larger stature trees that will provide much greater benefits to everyone involved.

Staff Recommendation:

Approve adding the language in the Arboriculture Specifications Manual to state, “The City Forester reserves the right to alter tree species selection to promote urban forest health, diversity, benefits, and safety.”

III. TREE PLANTING STANDARDS

- A. Condition and Recommended Varieties: All trees must be in healthy condition with evidence of vigorous growth during the previous year. Shade trees must have single trunks, with a dominant central leader, which will develop into a desirable crown. Ornamental trees may have multiple leaders, but only in areas of non-street right-of-ways. Varieties must be selected from the recommended tree planting list in Appendix E, unless prior approval is granted from the City Forester. **The City Forester reserves the right to alter tree species selection to promote urban forest health, diversity, benefits, and safety.**
- B. Diameter of Tree Trunk: All trees planted along public streets must be of sufficient size to absorb the abuse and conditions common to street trees. Unless otherwise permitted for special reasons, the minimum size will be 1 1/4" diameter and may not exceed 3" diameter.
- C. Location: Generally all street trees shall be planted midway between the sidewalk and curb, following all guidelines listed below:
1. 30' in either direction from the street intersection
 2. 20' from a street light
 3. 10' from a driveway or carriage walk
 4. 10' from a fire hydrant
 5. 15' from man holes in terrace
 6. 10' from underground utility valves and t's
 7. 5' from adjacent property lines
 8. 25' from an approaching sign (front of sign)
 9. 10' from a non-approach sign (back side of sign)
- D. Parkway Width: No trees will be planted where the grassy terrace between the sidewalk and curb is less than 3 feet wide.
- E. Planting Depth: The planting depth is determined by root collar. All new plantings should be placed so that the root collar is even with the soil surface or slightly higher, where conditions and species favor the tree being slightly above grade.
- F. Spacing: All small trees will be planted a minimum of 25' apart. Medium trees will be spaced a minimum of 30' - 35' apart and large trees will be spaced a minimum of 35'-40' apart. Greater spacing may be needed depending on each species mature form.
- G. Transplanted Trees: When digging and planting trees bare root, care must be taken to prevent unnecessary injury to roots. All broken roots should be pruned. When digging balled and burlap trees, the following guide should be used to determine the diameter of the ball:

Tree Diameter	Root Ball Diameter	Approximate Root Ball Weight
1"	22"	270#
2"	24"	350#
2 1/2"	28"	625#
3"	32"	850#
4"	38"	1250#
5"	46"	2500#



Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Recommendation from the Board of Park Commissioners to approve a pop-up Beer Garden fundraiser with Stubborn Brothers with the proceeds being allocated to benefit the De Pere Dog Park.

RECOMMENDED ACTION: Staff recommends approval.

The Board of Park Commissioners, at the February 19, 2026 meeting, approved a pop-up beer garden fundraiser with Stubborn Brothers Brewery with the proceeds being allocated to benefit the dog park. The motion passed unanimously with a 4-0 vote.

ATTACHMENTS:
Memo.Dog Park Fundraiser.Council

CITY OF DE PERE MEMO



To: Common Council
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 3, 2026

RE: **Recommendation from the Board of Park Commissioners to approve a pop-up Beer Garden fundraiser with Stubborn Brothers to benefit the dog park.**

The Board of Park Commissioners, at the February 19, 2026, meeting, approved a pop-up Beer Garden fundraiser with Stubborn Brothers Brewery to benefit the dog park. The motion was approved unanimously with a 4-0 vote.

Summary: We recently were contacted by management of Stubborn Brothers out of Shawano, WI with an idea they have to help support dog parks. They have offered to bring in staff and a beverage trailer to our dog park, to help host a fundraiser where all proceeds of the event go to our dog park.

Date and times have not been selected yet, but would be likely held on a Friday, Saturday or Sunday.

The event would be led by our department and would bring Stubborn Brothers in as a vendor. Depending on the date/time selected we would consider bringing in a food truck as well.

Stubborn Brothers is a brewery out of Shawano and has been growing in popularity. In fact, our Summer Beer Garden often features a product of theirs.

With the City leading the charge on this event, we would handle numerous elements of this event including set up, take down, advertising, administration, and additional onsite staffing to ensure appropriate supervision of the event.

Expenses: We anticipate a few expenses to make this event a reality. First, we would need to hire 1-2 bartenders, and likely contract out additional port-o-lets for the increased attendance at the park. Estimated expenses would be around \$500. With the limited expenses and staffing, we feel we can effectively run this event within our Beer Garden Budget. While legally we are required to purchase the beer from Stubborn Brothers, they have indicated they would donate all costs of the kegs/barrels back to the Dog Park so technically that would not impact us as an expense.

Dog Park Fund: Currently we have a special revenue fund for the Dog Park where all proceeds could be placed into. This fund is used to support repairs, maintenance and capital projects for the park.

Staff Recommendation: Approve pop-up Beer Garden at the Dog Park, with proceeds going to benefit the Dog Park.



Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Recommendation from the Board of Park Commissioners to approve Kay Distributing as the beer vendor for the Beer Gardens for 2026-2028.
RECOMMENDED ACTION: Staff recommends approval.

The Board of Park Commissioners, at the February 19, 2026 meeting, approved a 3-year term with Kay Distributing as the beer vendor for the beer gardens. The motion passed unanimously with a 4-0 vote.

ATTACHMENTS:

Memo.Beer Distributor Approval.Council, ofc@kaydist.com_20260112_171645,
ofc@kaydist.com_20260112_165559

CITY OF DE PERE MEMO



To: Common Council
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 3, 2026

RE: Recommendation from the Board of Park Commissioners to approve a 3-year agreement with Kay Distributing as the beer vendor for Beer Gardens.

The Board of Park Commissioners, at the February 19, 2026, meeting, approved a 3-year agreement with Kay Distributing as the beer vendor for the Beer Gardens. The motion was approved unanimously with a 4-0 vote.

Summary: We recently solicited and received proposals from vendors to be the beer vendor at the Beer Gardens. One proposal was received, which was from Kay Distributing. Within the proposal one key factor was to require a vendor to have at a minimum of five local (within Brown County) beer makers within their options. This has been one of our emphasis points in promoting local breweries.

We are familiar with Kay Distributing as they have been our vendor for the last few years.

Staff Recommendation: We recommend the City approves Kay Distributing as the beer vendor for the 2026 Beer Gardens. In addition, we also recommend approval of a 3 year agreement with them.

CITY OF DE PERE MEMO



To: Beer Distributors
From: City of De Pere Park Department
Date: January 8, 2026

RE: **2026 Beer Gardens**

As we approach our 2026 Beer Garden season, we are requesting proposals from interested Distributors in the area to be the beer provider of our events. This year's Beer Gardens will run weekly on Tuesdays from June 9th through August 18th from 4:30 – 8:30 pm. Upon review of the information provided, we will make a recommendation to the Board of Park Commissioners at our February meeting. If you are interested in being considered, please provide answers to the following questions by February 2nd.

- Provide a list of beer selections and alcohol beverages available, along with their prices. See attached price list
- Provide a breakdown or highlight of the craft beers that are: See attached
 - Native to Brown County
 - Native to Northeast Wisconsin
 - Native to Wisconsin
- Distributor must have at least 5 local microbreweries from Brown County. Are you able to meet this requirement? Please list the different microbrews you carry. Yes. See attached
- Do you provide the use of a beer trailer? If so, provide a breakdown of the cost. Yes. \$250 required by law
- Do you provide set up and take down of the trailer? Yes
- Cups
 - Are they provided? Yes
 - What size options do you have? 12oz, 16 oz, 20oz
 - What is the cost? \$80 per case of 1000
- Do you provide on-site support to take care of any issues at the event with the beer trailer, barrels, low product, etc.? Yes
- Do you provide marketing materials for the event? If so, please describe what type of marketing you provide, as well as the cost. Yes. Banners, fliers, menu boards at no cost
- Please provide us with any additional information regarding your services you feel are important for us to know and will help us in the decision-making process. Kay Beer meets and exceeds all requirements in this RFP

Also, it is the intent of the city to enter into a three-year agreement. We understand that beverage prices may fluctuate, however when quoting prices of ancillary items (i.e. cups, trailer, marketing, etc.) please identify a three-year flat price/fee for each item. Upon successful selection, the City will draft a working agreement outlining the parameters.

Should you have any questions, please do not hesitate to contact us at mkosobucki@deperewi.gov or prahn@deperewi.gov. You can also reach us at 920-339-4065 or 920-339-2471. Thank you!

Dear Marty, Grace, and Paula,

Please find this memo as our request for proposal for the 2026-2028 De Pere Beer Gardens. Our extensive Craft portfolio consists of many local and regional breweries which will provide many choices for you and for all of your customers. We have been your partner from the inception of the De Pere Beer Gardens and we feel that it has been a very solid relationship and hope you feel the same way. The following is a list of Breweries and Brands from Green Bay, Brown County, NE Wisconsin and greater Wisconsin that we feel would be the best options for you to serve.

Brown County

- Badger State Brewing, (Grassy Place Hazy IPA, Brw-ski, Mallard IPA, Jet-Ski, On Wisconsin Red, Musky IPA, Beermosa)
- Hinterland Brewing, (Blueberry Wheat, Cherry Wheat, Jamaican Haze IPA, Nitro Luna Stout, Packerland Pils)
- Titletown Brewing, (Green 19 IPA, Johnny Blood Red, Tundra Tropics Hazy IPA, Boathouse Pilsner, 400 Honey Ale)
- Stillmank Brewing, (Guava IPA, Perky Porter, Wisco Disco Amber, Tailgater, Blast Tropical Seltzer, Glass Apple Cider)
- Noble Roots Brewing, (Blueberry Cream, Noble IPA, Blonde Belgium, Cardinal IPA, Cherry Pucker Punch, Mackinaw Island Amber)

Northeast Wisconsin

- Stubborn Brothers, (Drop Top, Drop Top Cherry, Dairyland Amber, Jolly Beer, Sweet Peel)

And any other Brands these Breweries develop during the year.

Greater Wisconsin

- New Glarus Brewing
- Point Brewery
- CiderBoys Brewing
- Lakefront Brewing
- Eagle Park Brewing
- Raised Grain Brewing
- Milwaukee Brewing
- Sprecher Brewing

Please strongly consider Kay Beer as your partner for the 2026-2028 De Pere Beer Gardens as we will provide superior service, brands, and equipment for all your events.

THANK YOU VERY MUCH FOR PAST CONSIDERATIONS AND ALL FUTURE CONSIDERATIONS!!



Chip Kolocheski
Kay Beer



City of De Pere, Wisconsin

7.D

Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Recommendation from the Board of Park Commissioners to approve the Beer Garden Revenue Policy.
RECOMMENDED ACTION: Staff recommends approval.

The Board of Park Commissioners, at the February 19, 2026 meeting, approved the Beer Garden Revenue Policy. The motion passed unanimously with a 4-0 vote.

ATTACHMENTS:
Memo.Beer Garden Revenue Policy

CITY OF DE PERE MEMO



To: Board of Park Commissioners
 From: Marty Kosobucki
 Director of Parks, Recreation and Forestry
 Date: February 19, 2026

RE: Consideration and possible action to approve the Beer Garden Revenue Policy. *

Summary:

Now that the Beer Gardens are established and successful, we are requesting a formalized approach in how to allocate the revenue from the Beer Gardens.

Background:

The Beer Gardens started back in 2019, with the premise that surplus from the Beer Gardens would go directly back into Park infrastructure. A formalized process in how to allocate these funds was never established. Staff recommended holding off on allocating money until it would have a meaningful impact on a park project. After a few years of revenue, the Park Board and Council ended up allocating the funds toward the construction of the Nelson Family Pavilion. Since the allocation of the money to the Nelson Family Pavilion, we have only recommended allocating a small amount of money to provide updates at our Disc Golf Course. Presently, there is approximately \$82,350 in the Beer Garden Fund.

Below is spreadsheet showing the history of the net proceeds from the Beer Gardens since its inception.

	2019-2021	2022	2023	2024	2025
Operating Expenses	\$25,719.47	\$9,451.49	\$11,515.80	\$8,984.29	\$26,993.21
Revenue	\$54,836.26	\$23,480.17	\$33,097.14	\$27,271.92	\$70,723.92
Surplus	\$29,116.79	\$14,028.68	\$21,581.34	\$19,800.19	\$43,730.71
Total fund balance	\$29,116.79	\$43,145.47	\$22,726.81	\$42,527.00	\$82,357.71
Funded Projects		Nelson Family Pavilion \$42,000 1/19/23 CC			Disc Golf Improvements \$5,000 Allocated (only \$3,900 spent so far)

Proposed Beer Garden Surplus Revenue Policy

The purpose of this policy is to ensure equitable, transparent, and strategic use of surplus revenue generated by the De Pere Beer Gardens. These funds will be allocated to projects that enhance the enjoyment, safety, and usability of City parks and recreation facilities.

Use: Surplus revenues shall be used primarily for **capital improvements** within City parks. Eligible projects must:

- Align with the City's Parks Master Plan or Capital Improvement Plan (CIP).
- Demonstrate significant community benefit within the Parks System, and not used for maintenance, equipment or other operational costs.
- Meet a minimum cost threshold of **\$5,000** unless otherwise approved by the City Council.

Process:

- **Project Identification:**

The Parks Department will prepare a list of potential projects as part of the development of the 7-year CIP.

- **Annual Review:**

The Board of Park Commissioners will review the CIP and Beer Garden Fund balance at a summer or early fall meeting prior to the executive budget process.

- **Recommendation:**

The Board of Park Commissioners shall recommend projects to be funded by Beer Garden revenue based on established criteria within the CIP. The recommendations shall be strictly advisory to the City Council.

- **Council Approval:**

The City Council will review and approve allocations as part of the annual budget process. The Council may approve, deny, amend, or request additional input from the Board.



City of De Pere, Wisconsin

7.E

Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Consideration and possible action to authorize up to \$10,000 from Unassigned Reserves to repair the Fox Point Boat Launch.
RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:
City Council Memo Fox Point Boat Launch Repairs

CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki, Parks, Recreation, and Forestry Director
Brian Christnovich, Parks Superintendent
Date: March 3, 2026

RE: Consideration and possible action to approve up to \$10,000 in Unassigned Reserves to repair Fox Point Boat Launch.

In December 2025 the City hired a diver to do an underwater inspection of the Fox Point Boat Launch. From that inspection the diver discovered a drop-off at the end of the concrete ramp located under the water. The cause of this void is believed to be from a combination of power loading (when people use their motor to push their boat up onto their trailer) and general current from the river.

Staff contacted Schmidt Boat Lifts and Docks, their recommendation is to add larger rock for a base, followed by finer aggregate such as 3/4-inch gravel to fill the void. This work would be performed by Schmidt Boat Lifts and Docks, with the total amount not exceeding \$10,000 dollars. The project consists of contracting Schmidt Boat Lifts and Docks and an underwater diver.

Staff recommends approval of the unassigned reserves up to \$10,000 dollars to perform the work as soon as conditions are favorable to do so.



City of De Pere, Wisconsin

7.F

Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: City Attorney
FROM:
SUBJECT: For consideration and possible action on the First Amendment to the Development Agreement between the City of De Pere and William Street Investment Partners, LLC, as assignee of De Pere 230 Development Partners LLC regarding the Development of the former Shopko Site - BUILDING F (Parcel Numbers ED-861 and ED-875).
RECOMMENDED ACTION: To approve

ATTACHMENTS:
20260227095609490, Development Agreement Redlined (2-25-26), Development Agreement City Initial Draft Building F (7.24.24)-29871493-v10 City 8.1.24 CLEAN with Exhibits

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN CITY OF DE
PERE AND WILLIAM STREET INVESTMENT PARTNERS LLC
FORMER SHOPKO SITE – BUILDING F**

WHEREAS, the City of De Pere (“City”) and William Street Investment Partners LLC, as assignee of De Pere 230 Development Partners LLC (“Developer”), hereinafter “the Parties”, entered into a development agreement regarding redevelopment at the former ShopKo site (the “Agreement”), dated September 17th, 2024; and

WHEREAS, the Parties wish to enter into this First Amendment to the Agreement (the “First Amendment”) subject to the terms and conditions as set forth below.

NOW THEREFORE, upon the mutual promises and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement by adding the following:

Section II. GENERAL DEVELOPMENT TERMS is hereby amended to add the following sections.

C. City shall complete the following during the construction of the Project:

1. **Land Transfer.** City shall transfer to Developer a portion of City-owned parcel ED-875 (the “City Parcel”), the approximate location and dimensions of which are described in Exhibit A, which is incorporated herein by reference. The transferred portion of the City Parcel shall be attached to and made a part of adjacent tax parcel number ED-875-1 (the “Developer Parcel”) by means of a new certified survey map (the “New CSM”). Developer acknowledges and agrees that, prior to the City Parcel transfer to Developer, City shall record a “no-build” set back deed restriction wherein no building, fence, or any other similar permanent improvement shall be permitted, erected, or constructed on the surface of the land and/or in the air space above the same

within the Eight (8) foot set back area as described in the attached Exhibit B (the “No Build Easement”). The No Build Easement is not intended to prohibit (i) the construction of sidewalks, access drives, patios, or other paved improvements, (ii) the maintenance of landscaping, (iii) the construction of the Stoop (as that term is defined below) and any related improvements, (iv) the construction of a transformer pad and the placement of one or more transformers, or (v) any other improvements shown on the site plan attached hereto as Exhibit C (the “Site Plan”).

D. Developer and the City shall complete the following during the construction of the Project:

1. **Access and Maintenance Easements.** Following the transfer of property to Developer described in Section C.1., above, Developer shall grant the City, and its successors and assigns, and the City shall grant to Developer, and its successors and assigns, such easements are as necessary to construct the “Shared Drive” shown on the Site Plan. The Shared Drive is intended to provide vehicular and pedestrian access to the Developer Parcel by its occupants and service providers, and to provide vehicular and pedestrian access to the City Parcel by the City for purposes of constructing, installing, operating, inspecting, repairing, replacing, and maintaining a snow chute on the City’s parking facility, and 2) construction and maintenance and/or repair of a stoop as part of the City’s public parking facility. The easements described in this Section D.1. shall be included on the New CSM and the easements granted by Developer shall be in the form attached hereto as Exhibit D.

Section III. FUTURE REDEVELOPMENT PHASES is hereby amended by inserting the words, “along with the additional terms for the Redevelopment set forth in the First

Amendment hereto,” following the words “July 18, 2023” in the third sentence of Section III.

All other terms and conditions of the Agreement remain in full effect and unchanged by this First Amendment.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the _____ day of _____, 2026.

**WILLIAM STREET
INVESTMENT PARTNERS, LLC**

CITY OF DE PERE

By:

By:

Jason Tadych, Authorized Member

Kimberly T. Flom, City Manager

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2026, the above
named Jason Tadych, known
as the person who executed the foregoing
instrument and acknowledged the same.

Personally came before me this ____
day of _____, 2026, the above
named Kimberly T. Flom, City Manager
known as the person who executed the
foregoing instrument and acknowledged
the same.

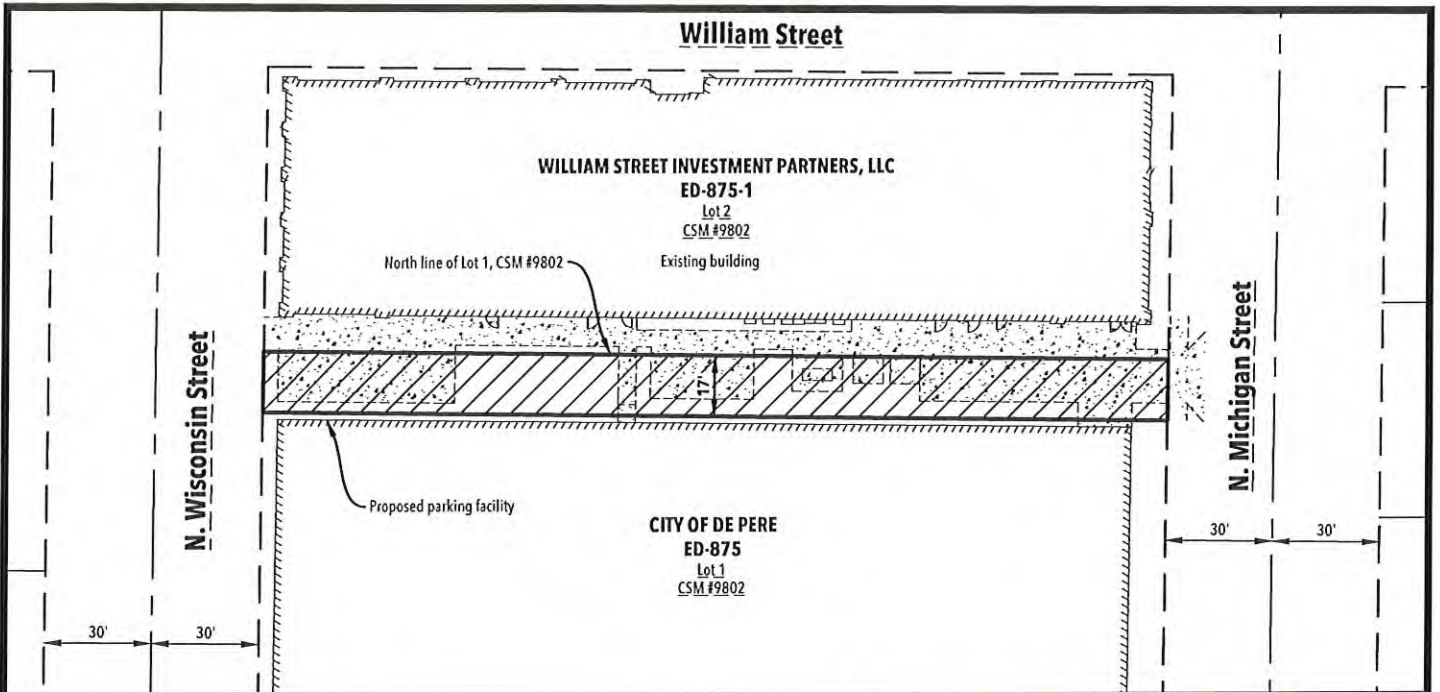
Notary Public:
My Commission expires: _____.

Notary Public:
My Commission expires: _____.

Exhibit A

City Parcel Transfer Area

EXHIBIT A



LEGAL DESCRIPTION
 The north 17.00 feet of Lot 1, Certified Survey Map Number 9802, Document Number 3075335, being part of Private Claim 32, East Side of Fox River, City of De Pere, Brown County, Wisconsin .
 Said described land contains 4,321 Square Feet (0.099 Acres) of land more or less.
 Said described land to be attached to and made a part of adjacent tax parcel number ED-875-1.

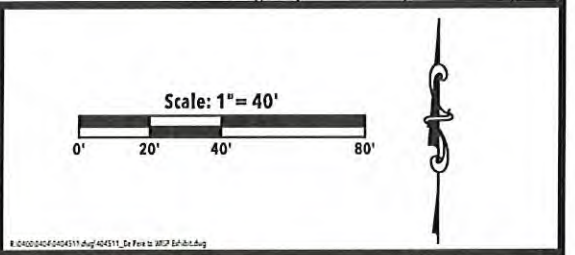


EXHIBIT 'A'

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

DE PERE
 CITY OF DE PERE
 Development Services
 335 S. Broadway St.
 De Pere, Wisconsin 54115
 Office (920) 339-4043

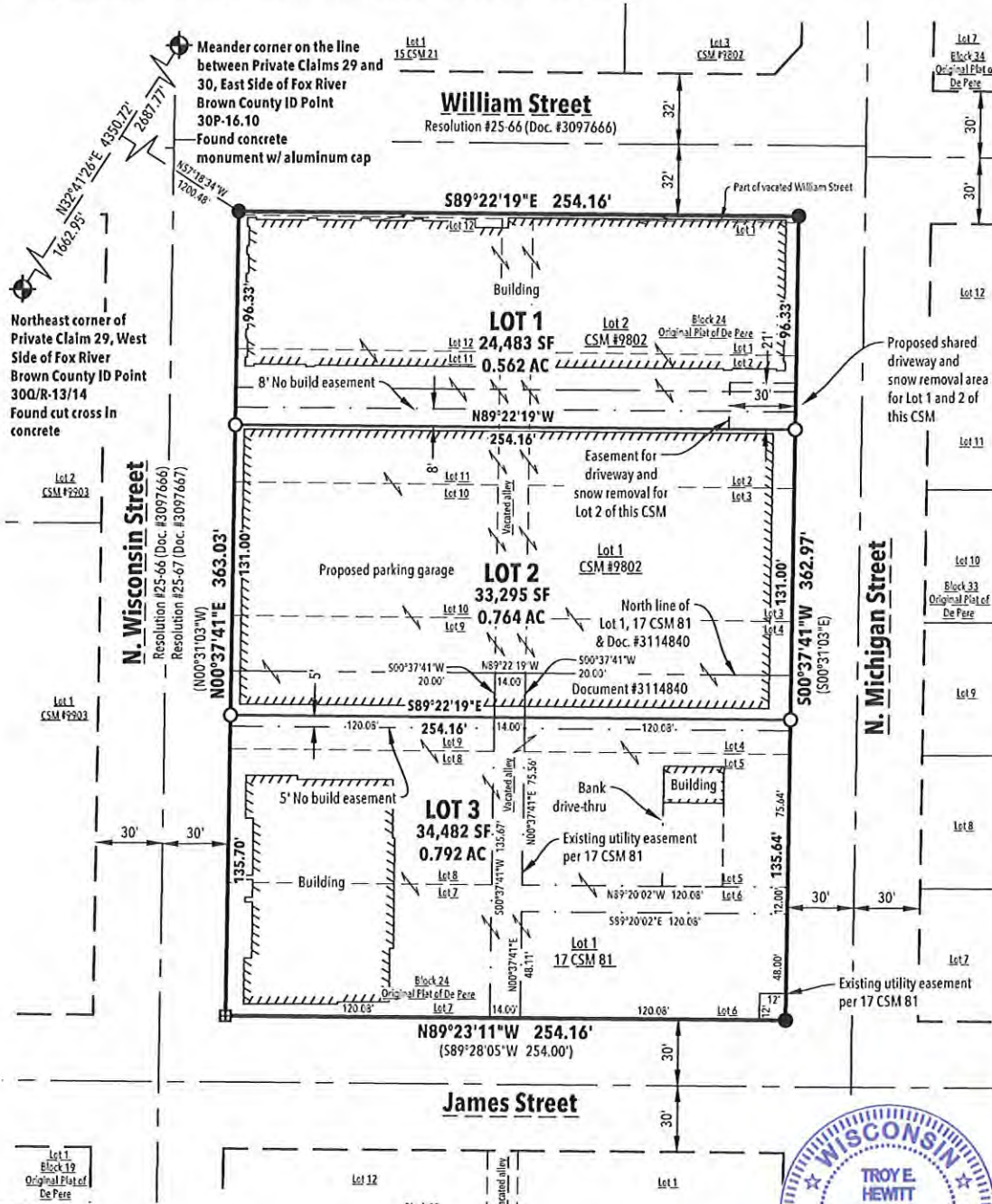
Date: 2/24/2025
 REL Job #: 404511
 Exhibit Sheet 1 of 1

Exhibit B

No Build Easement

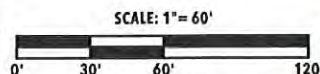
DRAFT CERTIFIED SURVEY MAP

ALL OF LOTS 1 & 2, CERTIFIED SURVEY MAP NUMBER 9802, DOCUMENT NUMBER 3075335, SAID MAP LOCATED IN ALL OF LOTS 1, 2, 3, 10, 11, AND 12, AND PART OF LOTS 4 AND 9, AND PART OF A VACATED ALLEY AND PART OF VACATED WILLIAM STREET, ALL IN BLOCK 24, ORIGINAL PLAT OF DE PERE, VOLUME 1, PLATS, PAGE 23 AND ALL OF LOT 1, VOLUME 17 OF CERTIFIED SURVEY MAPS, PAGE 81, MAP NUMBER 3206, DOCUMENT NUMBER 1101810, SAID MAP LOCATED IN ALL OF LOTS 5, 6, 7 AND 8 AND PART OF LOTS 4 AND 9, AND PART OF A VACATED ALLEY, ALL IN BLOCK 24, ORIGINAL PLAT OF DE PERE, VOLUME 1, PLATS, PAGE 23, ALL LOCATED IN PART OF PRIVATE CLAIM 32, EAST SIDE OF THE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



LEGEND:

- Set 1" x 18" Iron Pipe w/ Cap weighing 1.13 lbs./lin. ft.
- Existing 1" Iron Pipe
- ▨ Existing Cut Cross in Concrete
- ⊕ County PLSS Monument
- () Record bearing or distance



Bearings are referenced to the Brown County Coordinate System. The line connecting Brown County ID Point 300/R-13/14 and Brown County ID Point 30P-16.10 bears N32°41'26"E.

AFFECTED PARCELS:

- ED-875-1
- ED-875
- ED-886



REL Robert E. Lee & Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | rel@relinc.com

CERTIFIED SURVEY MAP

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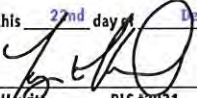
SURVEYOR'S CERTIFICATE:

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 Lots 1 & 2, Certified Survey Map Number 9802, Document Number 3075335, said map located in all of Lots 1, 2, 3, 10, 11, and 12, and part of Lots 4 and 9, and part of a vacated alley and part of vacated William Street, all in Block 24, Original Plat of De Pere, Volume 1, Plats, Page 23 and all of Lot 1, Volume 17 of Certified Survey Maps, Page 81, Map Number 3206, Document Number 1101810, said map located in all of Lots 5, 6, 7 and 8 and part of Lots 4 and 9, and part of a vacated alley, all in Block 24, Original Plat of De Pere, Volume 1, Plats, Page 23, all located in part of Private Claim 32, East Side of the Fox River, City of De Pere, Brown County, Wisconsin.

Said parcel contains 92,260 Square Feet (2.118 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 27th day of December, 2025.


Troy E. Hewitt PLS #2831
ROBERT E. LEE & ASSOCIATES, INC.
Original: 12/22/2025



RESTRICTIVE COVENANTS:

1. The land on all side and rear lot lines of all lots not included in the drainage easement shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
2. Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
3. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street lines, a disturbance of survey stake by anyone is a violation of Section 236.32 of the Wisconsin statutes.

EROSION CONTROL NOTE:

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

GENERAL NOTE:

The City is providing storm water management for these lots via a regional storm water management pond designed to treat to current WDNR standards for storm water quality. City storm sewers are designed for five-year rainfall Intensity events. Private storm sewers connecting to City storm sewers shall be designed for a five-year rainfall event to match the City allocated flow. On-site, private, detention facilities may be required for higher flow volumes.

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

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

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SHEET 2 OF 6

CERTIFIED SURVEY MAP

ALL OF LOTS 1 & 2, CERTIFIED SURVEY MAP NUMBER 9802, DOCUMENT NUMBER 3075335, SAID MAP LOCATED IN ALL OF LOTS 1, 2, 3, 10, 11, AND 12, AND PART OF LOTS 4 AND 9, AND PART OF A VACATED ALLEY AND PART OF VACATED WILLIAM STREET, ALL IN BLOCK 24, ORIGINAL PLAT OF DE PERE, VOLUME 1, PLATS, PAGE 23 AND ALL OF LOT 1, VOLUME 17 OF CERTIFIED SURVEY MAPS, PAGE 81, MAP NUMBER 3206, DOCUMENT NUMBER 1101810, SAID MAP LOCATED IN ALL OF LOTS 5, 6, 7 AND 8 AND PART OF LOTS 4 AND 9, AND PART OF A VACATED ALLEY, ALL IN BLOCK 24, ORIGINAL PLAT OF DE PERE, VOLUME 1, PLATS, PAGE 23, ALL LOCATED IN PART OF PRIVATE CLAIM 32, EAST SIDE OF THE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owners, we do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, mapped, divided and granted (easement rights) 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

William Street Investment Partners, LLC Date

Print name and title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2026, the above named to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
(print name) _____

My commission expires: _____

CORPORATE MORTGAGEE CERTIFICATE

_____, a corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveyed, mapped, divided and granted (easement rights) of the land described on this Certified Survey Map and does hereby consent to the above certificate of William Street Investment Partners, LLC, Owner.

IN WITNESS WHEREOF, _____ (Corporate Name) has caused these presents to be signed by _____ (Print Name) it's _____ (Print Title) and countersigned by _____ (Print Name) it's _____ (Print Title) at _____, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 2026.

In the presence of _____ (Corporate Name):

_____ Date _____ Date

Print Title: _____ Print Title: _____

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2026, the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public,
_____, Wisconsin
My commission expires _____



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

CERTIFIED SURVEY MAP

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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 _____, 2026, 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, William Street Investment Partners, LLC, Grantor and Associated Bank, N.A., 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.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | rel@relinc.com

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SHEET 4 OF 6

CERTIFIED SURVEY MAP

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CITY OF DE PERE APPROVAL CERTIFICATE

Approved by the City of De Pere Plan Commission on this _____ day of _____, 2026.

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:

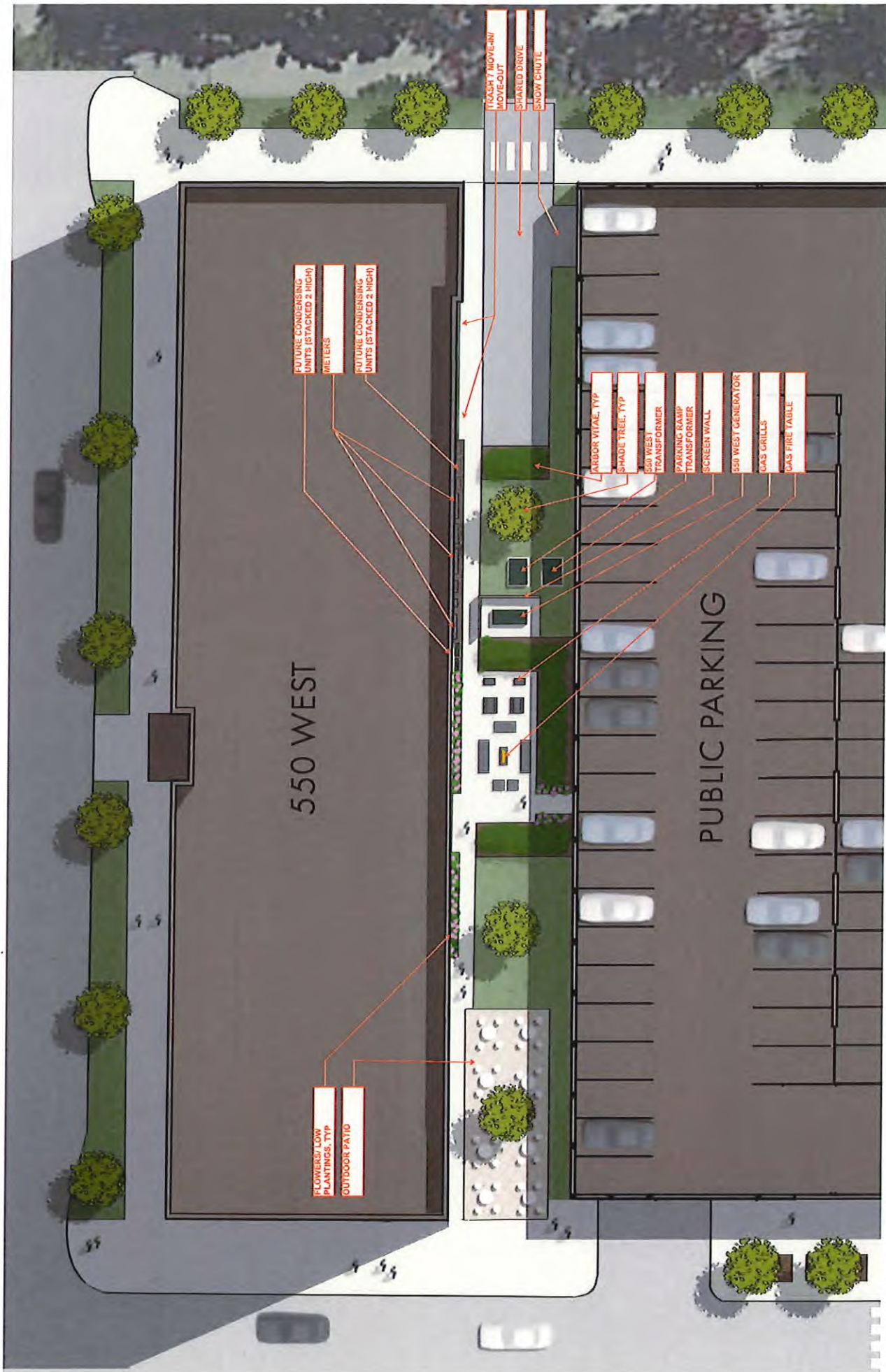
As duly appointed City of De Pere Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

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

Date

Exhibit C

Site Plan Showing Shared Drive



550 WEST WILLIAM SITE PLAN
1/8" = 1'-0"



Exhibit D

Form of City Easement

**ACCESS AND MAINTENANCE
EASEMENT**

DOCUMENT NO.

De Pere 230 Development Partners, LLC, a Wisconsin limited liability company, (Grantor), hereby grants and conveys to the City of De Pere, a Wisconsin municipal corporation (City), and its successors and assigns, access to and a perpetual non-exclusive easement on, over, across and through in all lands described below for the purposes of constructing, installing, operating, inspecting, repairing, replacing, and maintaining a snow chute on the City's parking facility AND allowing the City vehicular and pedestrian access to the Grantor's driveway to maintain access to City's snow chute.

Legal Description of the Easement Areas:

SEE ATTACHED LEGAL DESCRIPTION

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

City Attorney Joanne Bungert
City of De Pere
335 S. Broadway
De Pere, WI 54115

PARCEL IDENTIFICATION NUMBER (PIN)

This Easement is granted to the City without monetary consideration and for the sole purpose of supporting a public improvement. The parties acknowledge and agree that the public benefit derived from the City's construction and maintenance of the snow chute and related improvements as part of the City's parking facility constitutes full and sufficient consideration for this Easement.

The Easement granted herein shall include the following covenants and conditions:

1. Use of Easement. The Easement herein granted shall be used for the purpose of construction, installation, operation, inspection, maintenance, repair, and/or replacement of a snow chute and all related appurtenances as part of the City's public parking facility which includes vehicular and pedestrian access to the Grantor's driveway to maintain access to the snow chute and the City's parking facility. City shall have the right to enter, pass over and use said premises and the land adjacent thereto to perform such construction and maintenance activities together with the right to use all necessary equipment and materials for such purpose, and for other purposes incidental to the work. Grantor, its guests, or invitees shall not impede the use of the Easement Areas. City shall, to the extent reasonably practicable, conduct its activities in a manner that minimizes interference with Grantor's use of the adjacent property and shall restore any disturbed areas outside the improvements to a condition reasonably similar to their prior condition.
2. Maintenance of Easement Area. Grantor shall be responsible for maintenance of the Easement Areas with respect to snow and ice removal.
3. No Obstruction. Grantor shall not place, construct or permit any structure, landscaping, or other obstruction within the Easement Area that interferes with the City's use, access, construction, maintenance or operation of the snow chute and associated improvements.
4. Temporary Construction Easement. Grantor grants to the City a temporary construction easement over the area adjacent to the Easement Area, as reasonably necessary for the City to complete construction and installation of the snow chute and related improvements. This temporary construction easement shall automatically terminate upon substantial completion of the improvements and restoration of any disturbed areas.

EXHIBIT A

EASEMENT AREAS LEGAL DESCRIPTION

ED-875-1 EASEMENT LEGAL DESCRIPTION

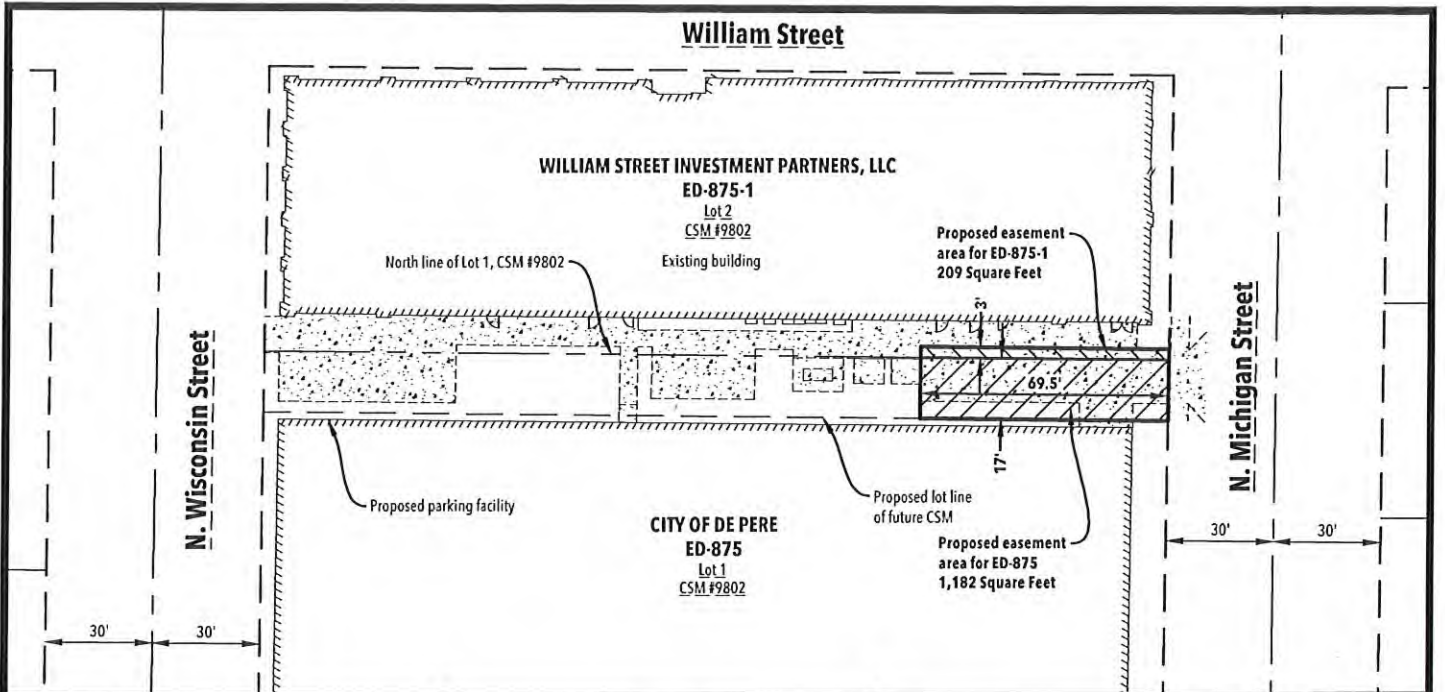
The south 3.00 feet of the east 69.50 feet of Lot 2, Certified Survey Map Number 9802, Document Number 3075335, being part of Private Claim 32, East Side of Fox River, City of De Pere, Brown County, Wisconsin .

Said described land contains 209 Square Feet (0.005 Acres) of land more or less.

ED-875 EASEMENT LEGAL DESCRIPTION

The north 17.00 feet of the east 69.50 feet of Lot 1, Certified Survey Map Number 9802, Document Number 3075335, being part of Private Claim 32, East Side of Fox River, City of De Pere, Brown County, Wisconsin .

Said described land contains 1,182 Square Feet (0.027 Acres) of land more or less.



ED-875-1 EASEMENT LEGAL DESCRIPTION
 The south 3.00 feet of the east 69.50 feet of Lot 2, Certified Survey Map Number 9802, Document Number 3075335, being part of Private Claim 32, East Side of Fox River, City of De Pere, Brown County, Wisconsin .
 Said described land contains 209 Square Feet (0.005 Acres) of land more or less.

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 Said described land contains 1,182 Square Feet (0.027 Acres) of land more or less.

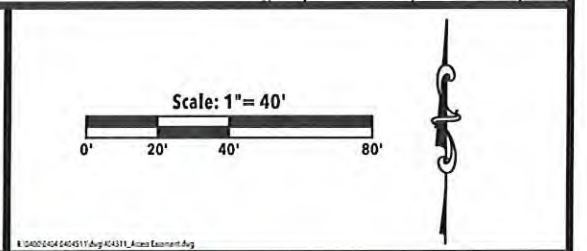


EXHIBIT 'A'

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

DE PERE
 CITY OF DE PERE
 Development Services
 335 S. Broadway St.
 De Pere, Wisconsin 54115
 Office (920) 339-4043

Date: 2/20/2025
 REL Job #: 404511
 Exhibit Sheet 1 of 1

**ACCESS AND MAINTENANCE
EASEMENT**

DOCUMENT NO.

_____, a Wisconsin limited liability company, (Grantor), hereby grants and conveys to the City of De Pere, a Wisconsin municipal corporation (City), and its successors and assigns, access to and a perpetual exclusive easement on, over, under, across and through in all lands described below for the purposes of ingress, egress, and construction and maintenance and/or repair of a stoop as part of the City's public parking facility.

Legal Description of the Easement Area:

SEE ATTACHED LEGAL DESCRIPTION

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

City Attorney Joanne Bungert
City of De Pere
335 S. Broadway
De Pere, WI 54115

PARCEL IDENTIFICATION NUMBER (PIN)

This Easement is granted to the City without monetary consideration and for the sole purpose of supporting a public improvement. The parties acknowledge and agree that the public benefit derived from the City's construction and maintenance of the concrete stoop and related improvements as part of the City's parking facility constitutes full and sufficient consideration for this Easement.

The Easement granted herein shall include the following covenants and conditions:

1. Use of Easement. The Easement herein granted shall be used for ingress and egress, and for the purpose of construction, installation, operation, inspection, maintenance, repair, and/or replacement of a concrete stoop and all related appurtenances as part of the City's public parking facility. City shall have the right to enter, pass over and use said premises and the land adjacent thereto to perform such construction and maintenance activities together with the right to use all necessary equipment and materials for such purpose, and for other purposes incidental to the work. Grantor, its guests, or invitees shall not impede the use of the Easement Area and agrees to maintain the Easement Area with respect to the removal of ice and snow. City to the extent reasonably practicable, shall conduct its activities in a manner that minimizes interference with Grantor's use of the adjacent property and shall restore any disturbed areas outside the improvements to a condition reasonably similar to their prior condition
2. No Obstruction. Grantor shall not place, construct or permit any structure, landscaping, or other obstruction within the Easement Area that interferes with the City's use, access, construction, maintenance or operation of the stoop and associated improvements.
3. Temporary Construction Easement. Grantor grants to the City a temporary construction easement over the area adjacent to the Easement Area, as reasonably necessary for the City to complete construction of the concrete stoop and related improvements. This temporary construction easement shall automatically terminate upon substantial completion of the improvements and restoration of any disturbed areas.
4. Covenants Run with the Land. All of the terms and conditions in this Grant of Easement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee, and their respective successors and assigns.

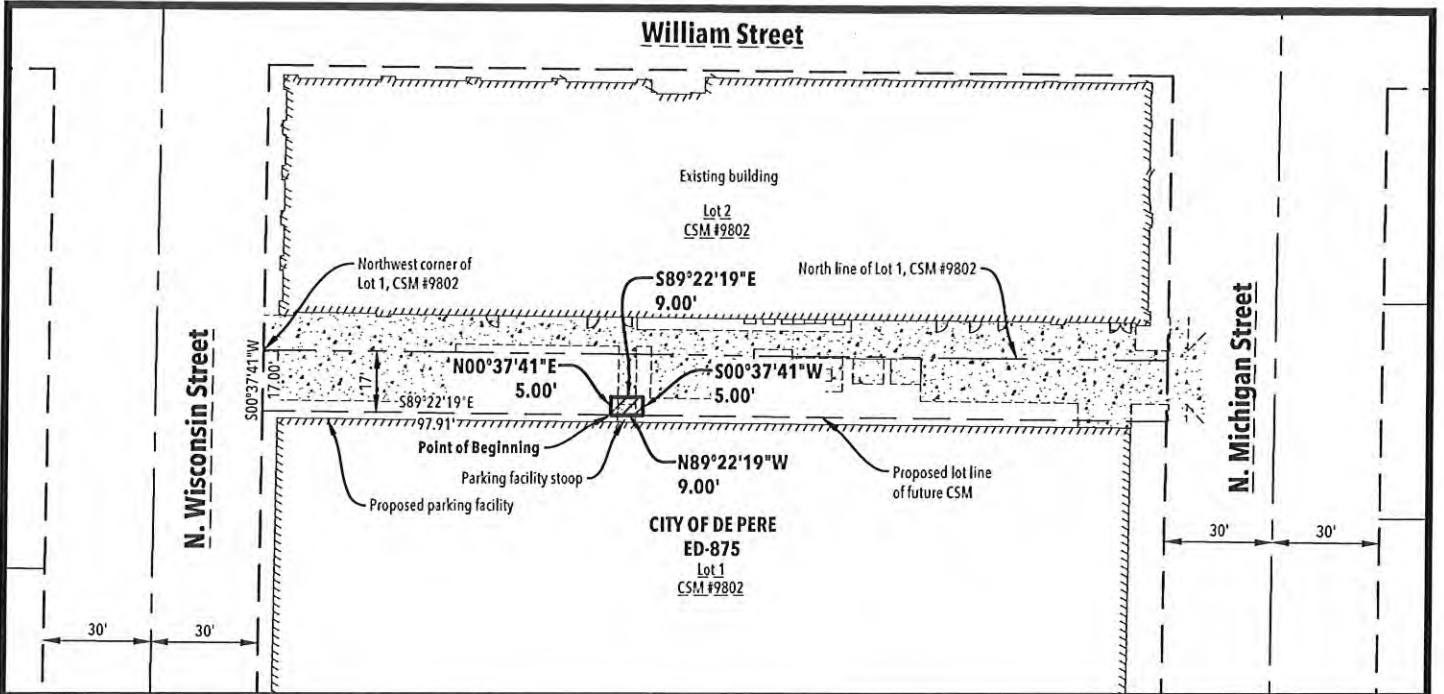
EXHIBIT A

EASEMENT LEGAL DESCRIPTION

Part of Lot 1, Certified Survey Map Number 9802, Document Number 3075335, being part of Private Claim 32, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the northwest corner of said Lot 1; thence $500^{\circ}37'41''$ W, 17.00 feet on the east right of way of N. Wisconsin Street to a line that is 17.00 feet south of and parallel to the north line of said Lot 1; thence $S89^{\circ}22'19''$ E, 97.91 feet on said parallel line to the POINT OF BEGINNING; thence $N00^{\circ}37'41''$ E, 5.00 feet; thence $S89^{\circ}22'19''$ E, 9.00 feet; thence $500^{\circ}37'41''$ W, 5.00 feet to said parallel line; thence $N89^{\circ}22'19''$ W, 9.00 feet on said parallel line to the Point of Beginning.

Said described land contains 45 Square Feet (0.001 Acres) of land more or less.

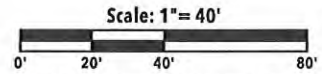


EASEMENT LEGAL DESCRIPTION

Part of Lot 1, Certified Survey Map Number 9802, Document Number 3075335, being part of Private Claim 32, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the northwest corner of said Lot 1; thence S00°37'41"W, 17.00 feet on the east right of way of N. Wisconsin Street to a line that is 17.00 feet south of and parallel to the north line of said Lot 1; thence S89°22'19"E, 97.91 feet on said parallel line to the POINT OF BEGINNING; thence N00°37'41"E, 5.00 feet; thence S89°22'19"E, 9.00 feet; thence S00°37'41"W, 5.00 feet to said parallel line; thence N89°22'19"W, 9.00 feet on said parallel line to the Point of Beginning.

Said described land contains 45 Square Feet (0.001 Acres) of land more or less.



Bearings are referenced to the Brown County Coordinate System. The east right of way of N. Wisconsin Street bears S00°37'41"W.

R: 24501046404511.dwg 4/24/11_Shop Easement.dwg

EXHIBIT 'A'

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



CITY OF DE PERE
 Development Services
 335 S. Broadway St.
 De Pere, Wisconsin 54115
 Office (920) 339-4043

Date: 2/20/2025
 REL Job #: 404511
 Exhibit Sheet 1 of 1

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

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

RECITATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

set forth in Paragraph IV.E.

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

II. GENERAL DEVELOPMENT TERMS

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

pay to obtain any such release.

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

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

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

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

the Project.

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

4. **Stormwater.** To the extent allowed by law, waive or otherwise satisfy any stormwater retention/management triggered by the Project. Developer shall use its best efforts with the City to ensure the Project meets the forty percent (40%) total suspended solids (TSS) stormwater requirements, which may include directing stormwater to newly constructed regional ponds.

5. **Cross-Access Easement.** City shall cooperate and engage in best efforts with Developer and adjoining property owners to release existing cross-access easements related to all impacted parties (owners of ED-875, ED-861, ED-878, ED-880, ED-866, the Developer and other potential parties).

C. City shall complete the following during the construction of the Project:

1. **Land Transfer.** City shall transfer to Developer a portion of City-owned parcel ED-875 (the "City Parcel"), the approximate location and dimensions of which are described in Exhibit A, which is incorporated herein by reference. The transferred portion of the City Parcel shall be attached to and made a part of adjacent tax parcel number ED-875-1 (the "Developer Parcel") by means of a new certified survey map (the "New CSM"). Developer acknowledges and agrees that, prior to the City Parcel transfer to Developer, City shall record a "no-build" set back deed restriction wherein no building, fence, or any other similar permanent improvement shall be permitted, erected or constructed on the surface of the land and/or in the air space above the same within the Eight (8) foot set back area as described in the attached Exhibit B (the "No Build Easement"). The No Build Easement is not intended to prohibit (i) the construction of sidewalks, access drives, patios, or other paved improvements, (ii) the

maintenance of landscaping, (iii) the construction of the Stoop (as that term is defined below) and any related improvements, (iv) the construction of a transformer pad and the placement of one or more transformers, or (v) any other improvements shown on the site plan attached hereto as Exhibit C (the "Site Plan").

D. Developer and the City shall complete the following during the construction of the Project:

1. **Access and Maintenance Easements.** Following the transfer of property to Developer described in Section C.1., above, Developer shall grant the City, and its successors and assigns, and the City shall grant to Developer, and its successors and assigns, such easements are as necessary to construct the "Shared Drive" shown on the Site Plan. The Shared Drive is intended to provide vehicular and pedestrian access to the Developer Parcel by its occupants and service providers, and to provide vehicular and pedestrian access to the City Parcel by the City for purposes of constructing, installing, operating, inspecting, repairing, replacing, and maintaining a snow chute on the City's parking facility and construction and maintenance and/or repair of a stoop as part of the City's public parking facility. The easements described in this Section D.1. shall be included on the New CSM and the easements granted by Developer shall be in the form attached hereto as Exhibit D.

5.

III. FUTURE REDEVELOPMENT PHASES

Developer has provided the City with a preliminary concept plan for the Redevelopment, which preliminary concept plan is attached hereto as Exhibit A-1. The City acknowledges

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

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

- A. **Commencement of Construction and Project.** Developer shall commence construction of the Project no later than January 1, 2025.
- B. **Zoning Administrator and/or Plan Commission Project Site Plan and Zoning Approval.** Developer shall take all steps necessary to obtain zoning and site plan approval no later than October 31, 2024, so as to obtain Substantial Completion. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the Plan Commission and shall be constructed in compliance with all City code and the City's Planning and Development Standards for the Downtown together with all conditions and requirements of the City.

C. **Substantial Completion.** The Project shall be Substantially Completed and subject to full real estate assessment as of January 1, 2027.

D. **Project Value Warranty.**

1. **Minimum Assessed Value.** Developer warrants the initial Assessed Value of the Project as of January 1, 2027, shall be not less than Thirteen Million Dollars (\$13,000,000.00). To that end, Developer, for itself and its successors and/or assigns, hereby waives all right to appeal the Assessed Value of the Project, whether to the City, State of Wisconsin or any other jurisdiction or venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the Assessed Value of the Project for the duration of the TID. If taxes payable with respect to the Project for any year after January 1, 2027 are less than the Minimum Annual Property Tax Payment, Developer, on behalf of themselves and their respective successors and/or assigns, agree that the Deficit Payment provisions of Paragraph IV.D.3 (“Deficit Payment Calculation”) shall apply.

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

2. **Property to Remain Taxable.** For the duration of the District, Developer, on behalf of itself and/or its successors and assigns, hereby agrees that it shall not, without the prior written consent of the City, which consent shall be within the sole discretion of

the City, sell or lease any portion of the Project to an entity whereby such sale or lease would cause such portion of the Project to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or any portion thereof to become tax exempt. Should the Project nevertheless become tax exempt, Developer, for itself or its successors and/or assigns, hereby agrees that Deficit Payments shall then be made by the Owners or Developer of the Project in accordance with the process set out in Paragraph IV.D.3.

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

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

be deducted from the MRO PAYGO Developer Incentive due Developer under this Agreement.

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

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

1. it is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition; and
2. it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement; and
3. the execution, delivery, and performance of its obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and

4. this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms; and
5. it will expeditiously complete the development and construction of the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the final plans provided to the City regarding the Project (the “Final Plans”); and
6. it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City; and
7. it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of the Project; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within thirty (30) days after the filing of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require; and
8. it will take all reasonable steps to forestall claims of lien against the Project (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Project; and

9. it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Project in at least the amount of the full replacement, completed value of the improvements on the Project; and
10. it will pay and discharge all taxes, assessments and other governmental charges upon the Project when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Project; and
11. it will promptly furnish to the City written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer; and
12. it shall deliver to the City revised statements of estimated costs of the construction for the Project showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer; and
13. it shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and
14. no litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Developer is pending or threatened,

and no other event has occurred which may materially adversely affect Developer' financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing; and

15. there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Project; and

16. the person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement; and

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

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

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

- H. **Laterals.** Developer shall install, or have installed, all sanitary sewer and water laterals serving the Project, as well as connections of such laterals to new or existing sewer and water mains.
- I. **Landscaping.** Developer shall be responsible for landscaping the Project, including trees, shrubs, seeding, or sod.
- J. **Erosion.** Developer shall be responsible for all erosion control related to construction of the Project.
- K. **Costs.** Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

V. ADDITIONAL CITY OBLIGATIONS

- A. **Project Incentives.** City shall provide Developer with the following Project Incentives, the receipt of which are necessary for the Project to proceed:
 - 1. **Developer Project Cost Reimbursement Incentive.** City shall provide Developer an incentive of Two Million Fifty Thousand Dollars and no/100 cents (\$2,050,000.00) to pay certain Project Costs incurred by Developer for the Project. In consideration of such incentive, in combination with Section IV.E. of this Agreement, Developer shall satisfy the Minimum Property Tax Payment Schedule set forth in Exhibit D, which is attached and incorporated herein by reference. The Project Incentive shall be payable to Developer within thirty (30) days of the issuance of a Certificate of Occupancy for the Project and the Development Services Director's review and verification of final Project Costs, which review shall not be unreasonably withheld or delayed. The

Development Services Director shall review the total costs to ensure the total Project costs are substantially similar to the estimated costs. Substantially similar shall be defined as plus or minus five percent (5%) of the estimated Project or Building Development costs. Either City or Developer may request to renegotiate the Project Incentive for final project costs that are greater than or less than five percent (5%) of the estimated Project costs.

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

VI. DEFAULT PROVISIONS

- A. **Breach and Cure.** Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Subject to Force Majeure, if a party believes that a provision of this Agreement has been breached, it shall supply the party alleged to have breached this Agreement and the other party with written notice informing the alleged breaching party that it has thirty (30) days to cure such breach. If there is no cure of that breach, any party may bring any action available for any remedy provided in law or equity.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event any party fails to perform in compliance with such remedy provision or, subject to Force Majeure, unreasonably delays in performing thereunder and such delay or failure causes damage to another party, nothing in this Agreement shall prevent one party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VII. MUNICIPAL REVENUE OBLIGATION – PAYGO DEVELOPMENT INCENTIVE

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

Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment (as defined below) in each year appropriated by the City’s Common Council until and including the earlier of the Final Payment Date (as defined below) and the MRO is paid in full. “Available Tax Increment” means an amount equal

to the Tax Increment actually received by the City in each year less the following (collectively, the “Priority Project Costs”): (i) professional service costs, including, but not limited to, those costs incurred by the City for outside architectural, planning, engineering, financial consulting and legal advice and services related to the negotiation and implementation of this Agreement, which professional service costs shall not exceed five percent (5%) of Tax Increment received by the City each year, and (ii) debt service associated with any municipal borrowing done for the purpose of funding both (I) the Project Incentive, and (II) any amounts spent by the City pursuant to the terms of Section II.A.3., relating to required utility infrastructure, which debt service shall be amortized by the City over not less than twenty (20) years. No other Project costs shall be deducted from Tax Increment received by the City in calculating the amount of Available Tax Increment available for payment to Developer in any year. Any Priority Project Cost not paid due to insufficient Tax Increment shall be carried forward and paid from Tax Increment in the next year, or if necessary, following years until fully paid.

Provided that the Developer is not in Default under this Agreement, the City shall, subject to annual appropriation of such payment by the City’s Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before November 1st of each year following the date that the City has received payment in full of revenue from the fully assessed and completed Project, and continuing until either the payment in full of the MRO and its terms and conditions or the termination of the District, whichever occurs earlier (each, a “Payment Date”).

Notwithstanding the previous sentence, in the event that the Developer is in Default on a Payment Date, payment by the City may be suspended until all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default (beyond which the City shall have no obligation to make such payment). The term of the MRO and the City's obligation to make payments hereunder shall not terminate until the MRO's principal amount of \$1,000,000.00 plus accrued interest has been paid in full (the "Final Payment Date") or the District is terminated by law, whichever occurs first.

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

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

- B. MRO Form.** The MRO shall be substantially in the form attached hereto as Exhibit E and shall be payable in accordance with the terms and conditions set forth in this Agreement and such MRO. On or about each Payment Date under the MRO, the City shall provide to the Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and the remaining principal balance due on the MRO after the application of such payment.
- C. Issuance of MRO and Payment Limitation.** Provided that the Developer is not in Default under this Agreement beyond the applicable cure period (if any), the City will deliver the MRO to the Developer as described in Section A. Notwithstanding the previous sentence, in the event that the Developer is in Default prior to the City's issuance of the MRO, the City shall not be required to deliver the MRO to the Developer until a reasonable time after, but no more than thirty (30) days after, all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default. The City's obligation to make payments on the MRO is conditioned on the requirement that the Developer is not in Default under this Agreement beyond any applicable cure period. For the avoidance of any doubt, upon the occurrence of a Default, the City may suspend such payment until the Default is cured, provided that if the Default is not cured within the applicable cure period (if any), the City shall have no further obligation to make such payment and the City may exercise any and all available remedies.

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

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

VIII. CITY AND DEVELOPER INCENTIVE LOOK-BACK PROVISION

A. Look-back. Developer shall provide the City or its financial advisor with evidence of its annualized cumulative internal rate of return on the investment ("IRR") or other mutually agreed upon measurement ten (10) years after Project completion. The

selected metric shall be calculated with such equity, revenues, expenses, projected sales, and terminal value assumptions as are agreed upon by the City and Developer, consistent with generally accepted accounting principles and capitalization rates and available market information for similar projects located in Northeast Wisconsin.

When Developer owns the Project and rents space to tenants, supporting documentation shall include without limitation certified records of Project costs and revenues including lease agreements and sales on a per square foot basis. If, utilizing the metrics agreed upon by the parties, Developer's rate of return exceeds the eighteen percent (18%) originally projected to the City at the time of this Agreement, then Developer and City shall amend the MRO necessary to return the metric to eighteen percent (18%).

IX. MISCELLANEOUS

- A. Obligations to Run With the Land.** The obligations contained herein shall run with the land and are binding for the Term of this Agreement. This Agreement and any Amendment thereto shall be recorded by City with the Brown County Register of Deeds.
- B. Assignment.** No party may assign this agreement except upon prior written consent of all Parties thereto, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same by the other party and by the De Pere Common Council.
- C. Notices.** Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination

as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark:

1. If to Developer:
De Pere 230 Development Partners LLC
102 N. Broadway
De Pere, WI 54115

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

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

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

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

- D. **Law Governing.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- E. **Entire Agreement.** This Agreement contains all agreements, terms, covenants, conditions, warranties, and a representation made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.
- F. **Contractual Interpretation.** All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.
- G. **Amendment.** No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

- H. **No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer are entitled to any other approvals required.
- I. **Invalid Provisions.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- J. **Headings.** The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- K. **No Waiver; Remedies.** No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
- L. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

- M. **No Joint Venture.** The City is not a partner, agent or joint venture of or with Developer.
- N. **Recording of a Memorandum of this Agreement Permitted.** A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Brown County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.
- O. **Immunity.** Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.
- P. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

(SIGNATURE PAGES TO FOLLOW)

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

CITY OF DE PERE

By:

James G. Boyd Mayor

Carey E. Danen City Clerk

State of Wisconsin)
 : SS
Brown County)

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

Notary Public, State of Wisconsin
My commission expires on _____

De Pere 230 Development Partners LLC

By:

Print Name: _____

Title: _____

Print Name: _____

Title: _____

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2024, by
_____ and _____ of De Pere 230
Development Partners LLC.

Notary Public, State of Wisconsin
My commission expires on _____.

EXHIBIT A

DEVELOPER PARCELS LEGAL DESCRIPTIONS

Legal Descriptions:

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

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

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

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

EXHIBIT A-1
REDEVELOPMENT PRELIMINARY CONCEPT PLANS

EXHIBIT A-1



SITE PLAN

#079146.00
06.12.2023

TADYCH INVESTMENT PARTNERS | MIXED USE CONCEPT



EXHIBIT A-2

PROJECT DESCRIPTION

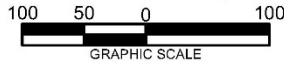
The Project shall be a five-story, mixed-use building consisting of approximately **[six thousand five hundred (6,500)]** square feet of first floor commercial uses, including retail, along with approximately sixty four (64) residential apartment units on the first through the fifth floors. The residential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

EXHIBIT B

RIGHT OF WAY AND PROPERTY TRANSFERS MAP

CERTIFIED SURVEY MAP

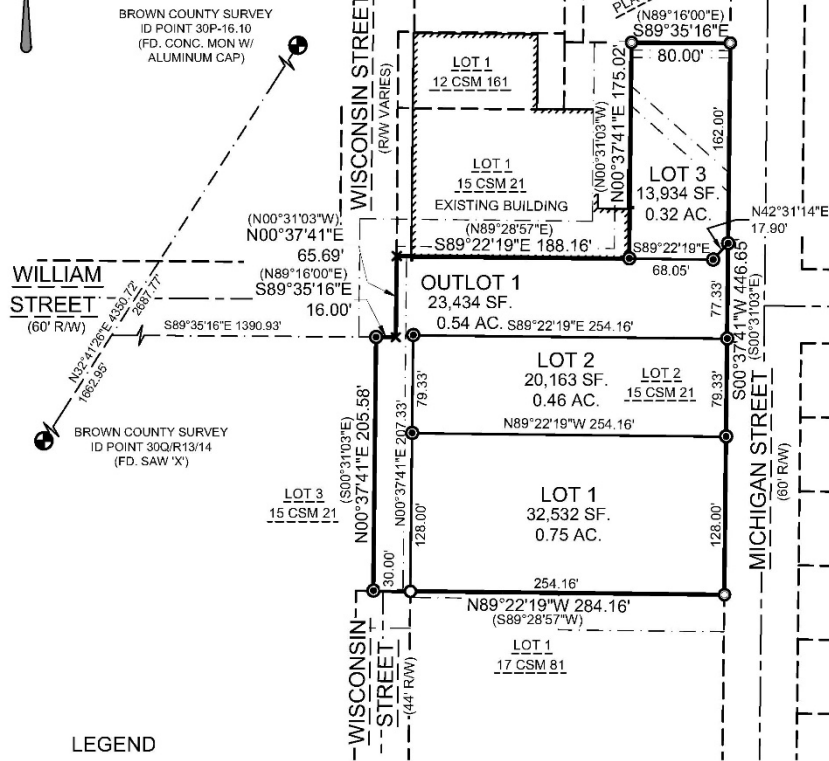
ALL OF LOT 2 OF VOLUME 15 OF CERTIFIED SURVEY MAPS, PAGE 21, (MAP #2916-DOC.#1050354), BROWN COUNTY RECORDS, LOCATED IN PART OF PRIVATE CLAIM 32, EAST SIDE OF THE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



DRAFT



NORTH IS REFERENCED TO A LINE DRAWN BETWEEN BROWN COUNTY POINT ID 30Q/R13/14 AND BROWN COUNTY POINT ID 30P-16.10 WHICH BEARS N32°41'26"E
BEARINGS ARE REFERENCED TO THE COUNTY COORDINATE SYSTEM OF RECORD.



LEGEND

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

MACH
ENGINEERING • SURVEYING • ENVIRONMENTAL

2300 Babelfish Court Green Bay, WI
9201 1st Street Green Bay, WI 54303
www.mach-wi.com

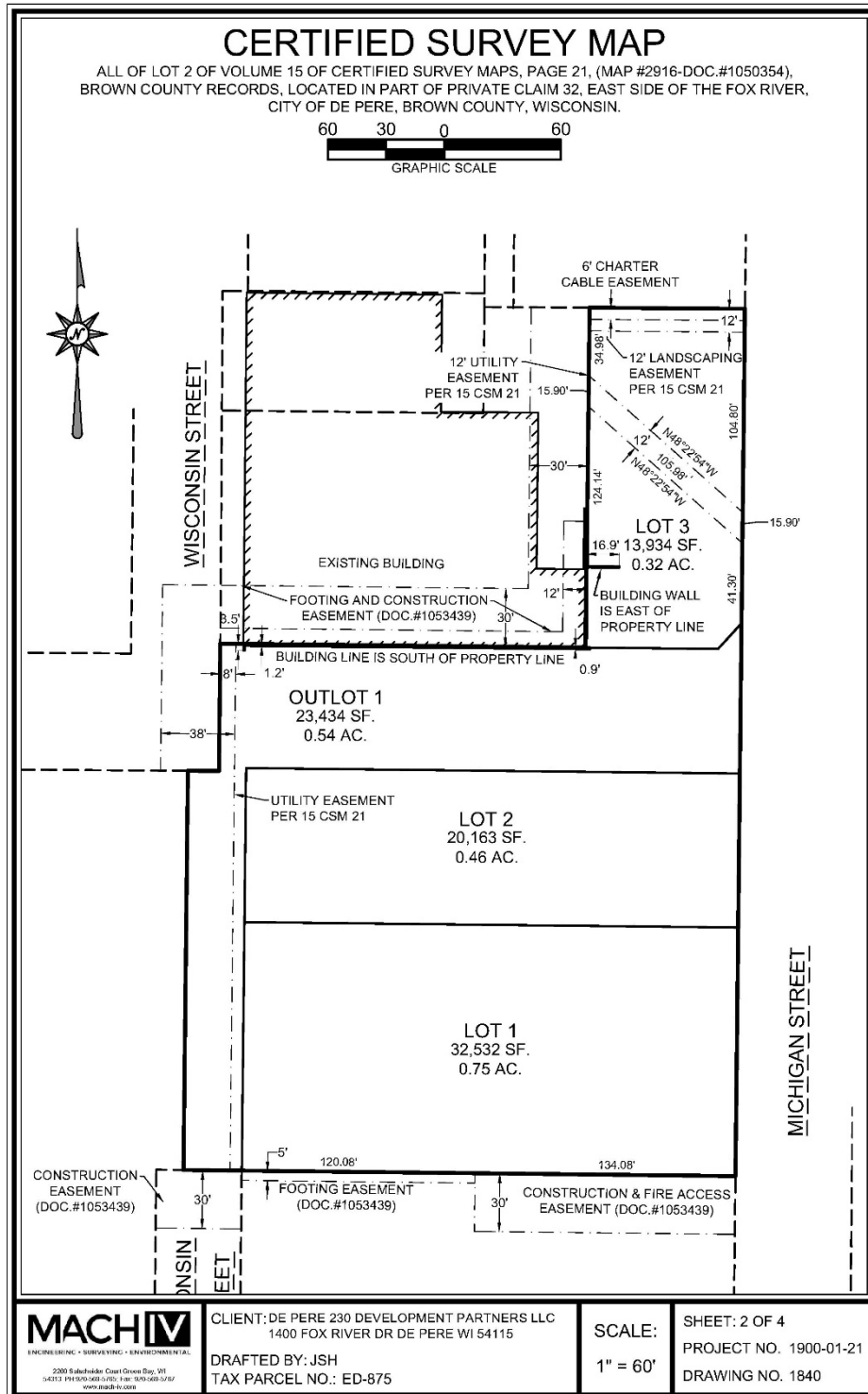
CLIENT: DE PERE 230 DEVELOPMENT PARTNERS LLC
1400 FOX RIVER DR DE PERE WI 54115

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

SCALE:
1" = 100'

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

DRAFT



DRAFT

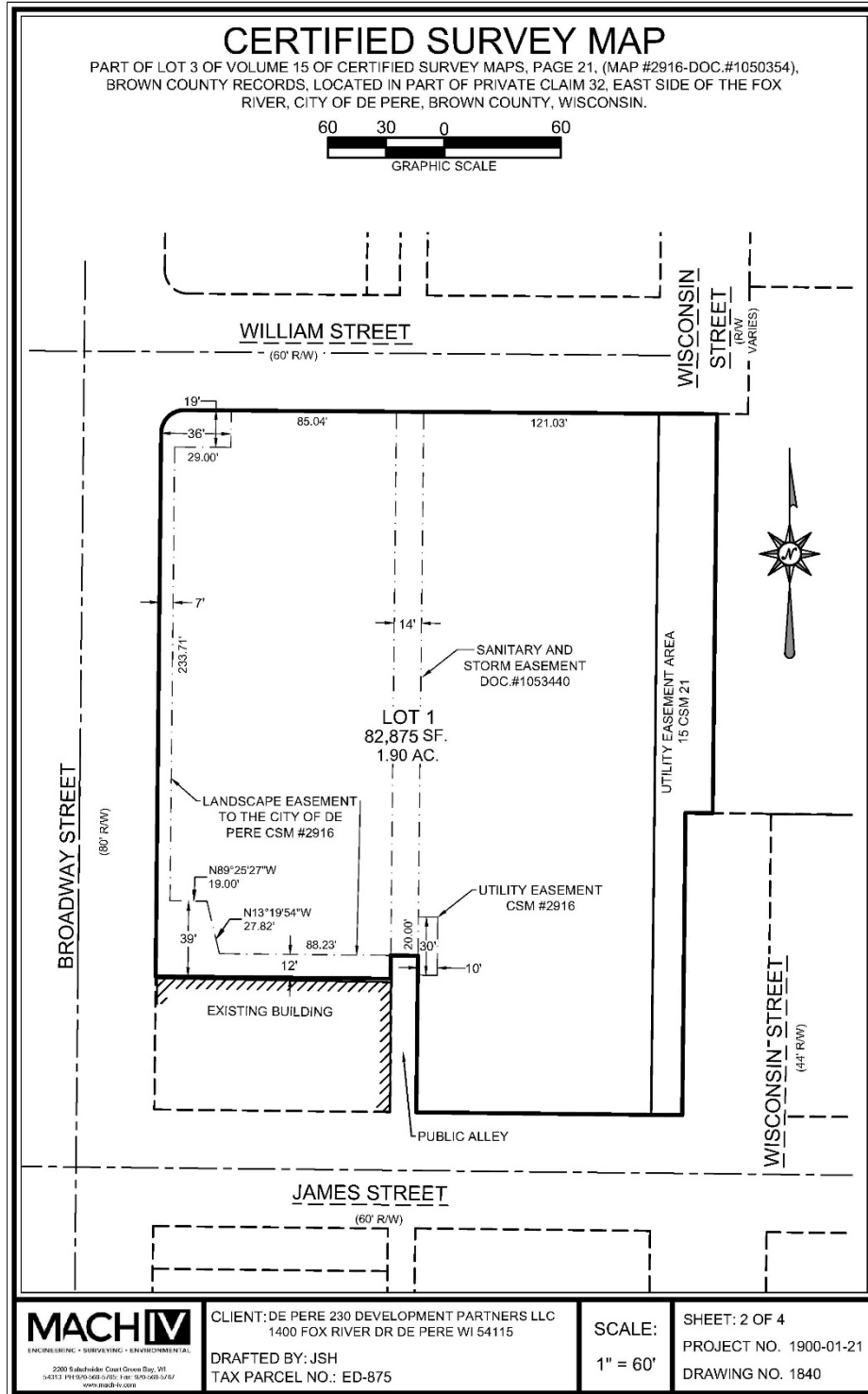
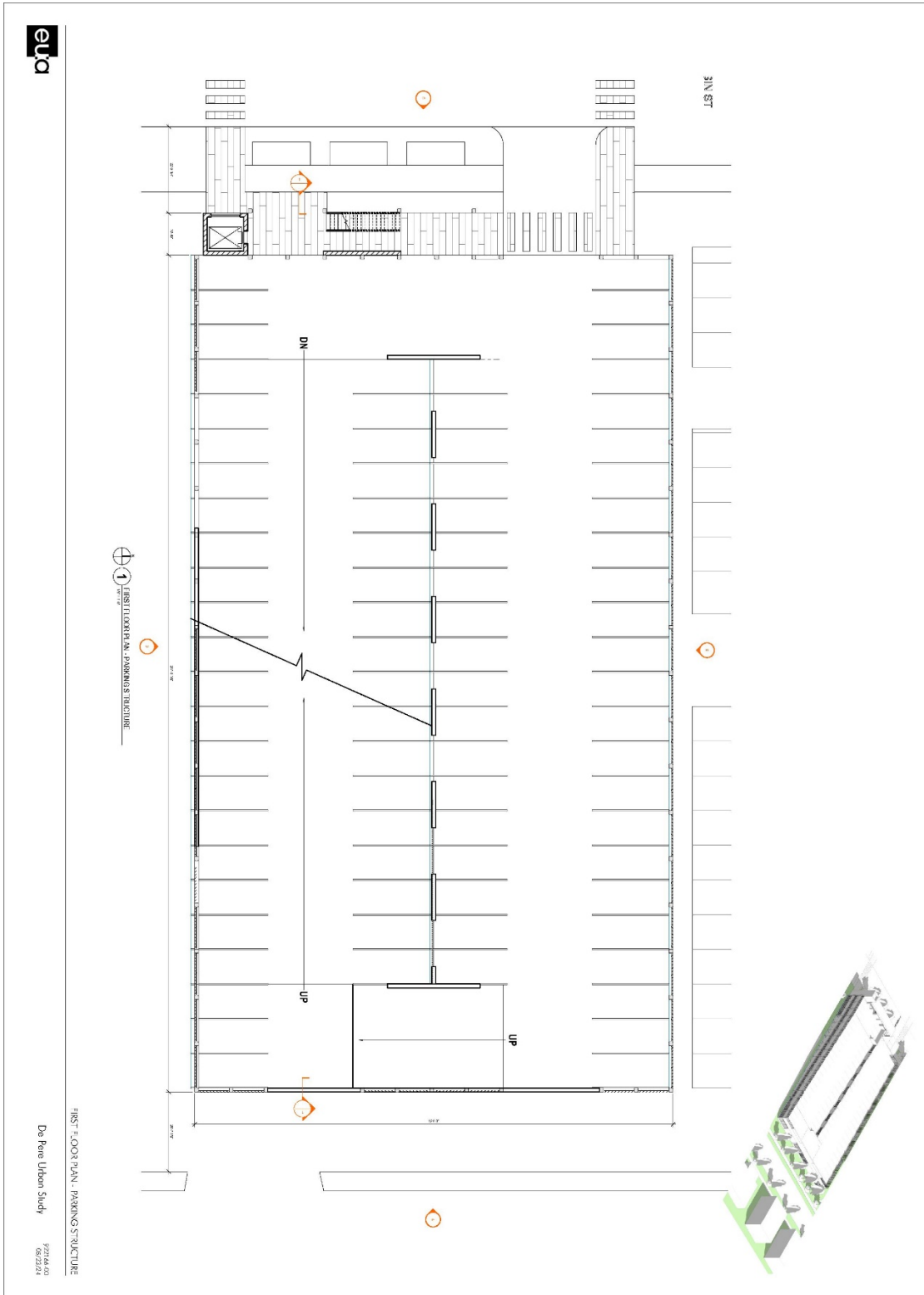
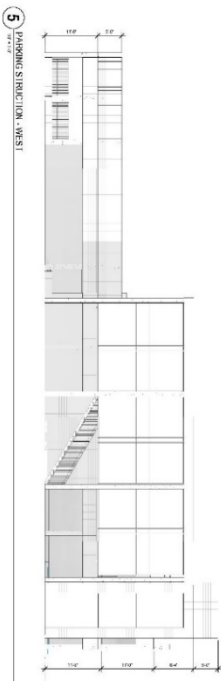
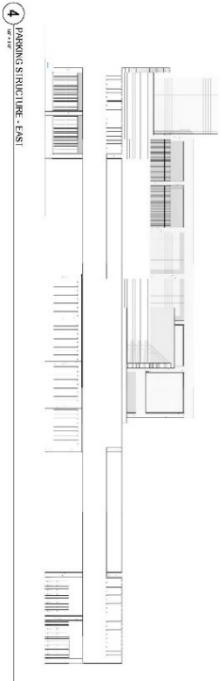
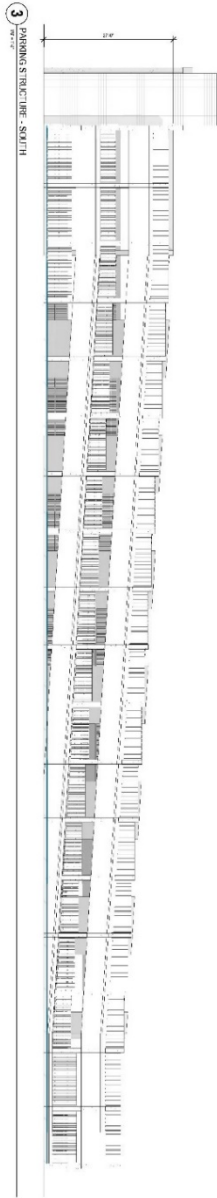
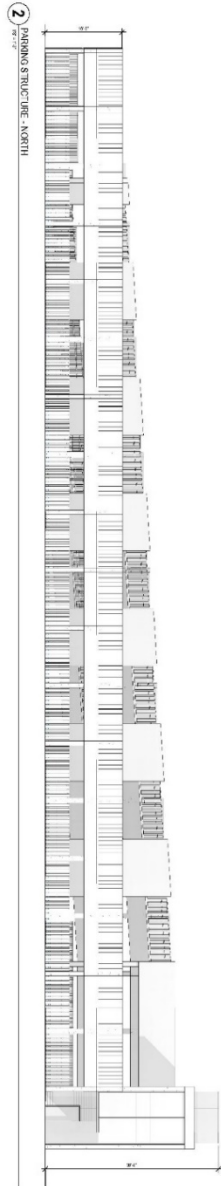
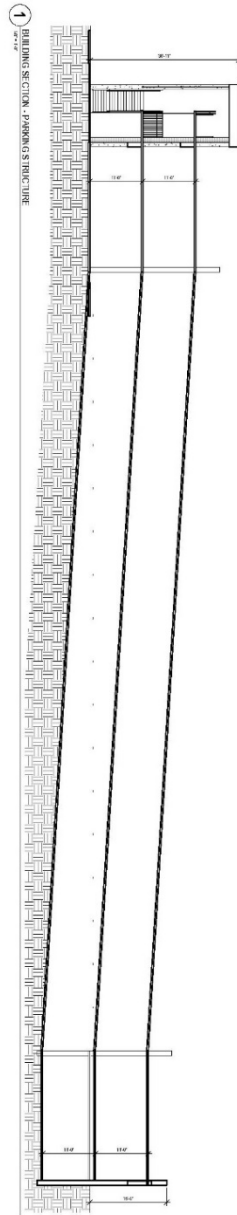


EXHIBIT C

PARKING STRUCTURE ELEVATIONS





ELEVATIONS/BUILDING SECTION - PARKING STRUCTURE

De Poer Urban Study

9/21/16, 4:00
06/23/24



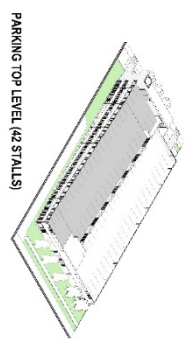
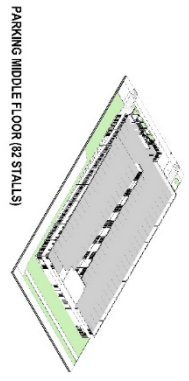
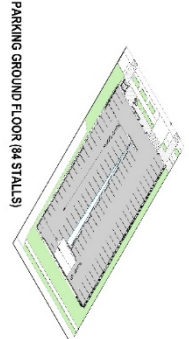
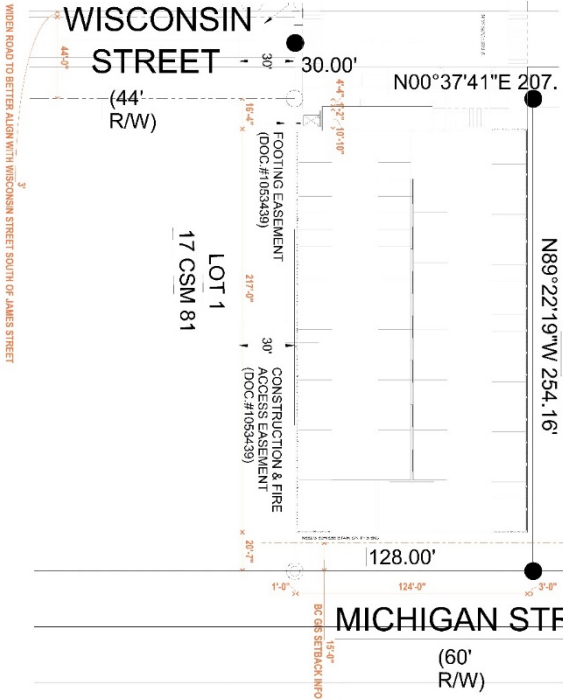


EXHIBIT D

MINIMUM ANNUAL PROPERTY TAX PAYMENT SCHEDULE

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

Assumptions:

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

EXHIBIT E

MRO (as to FORM)

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

FORM

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“MRO”)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DE PERE

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

(SEAL)

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

Schedule 1 Payment Schedule

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

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

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

• \$0

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

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

RECITATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

set forth in Paragraph IV.E.

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

II. GENERAL DEVELOPMENT TERMS

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

pay to obtain any such release.

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

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

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

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

the Project.

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

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

III. FUTURE REDEVELOPMENT PHASES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- F. Parking.** Developer shall provide parking for commercial uses on-site or through the use of on-street or shared parking as allowed by law. Developer shall provide minimum parking for residential uses at the rates provided in the City's zoning code. When private surface parking owned by the developer is no longer available, the Developer shall lease parking stalls from the City's parking structure identified as Site E on Exhibit A-1 for any parking shortfalls not provided on-site. City and Developer shall negotiate lease terms based on the market conditions at the time of leasing.
- G. Utilities.** Developer shall install, or have installed, all private utilities including without limitation electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.
- H. Laterals.** Developer shall install, or have installed, all sanitary sewer and water laterals serving the Project, as well as connections of such laterals to new or existing sewer and water mains.
- I. Landscaping.** Developer shall be responsible for landscaping the Project, including trees, shrubs, seeding, or sod.
- J. Erosion.** Developer shall be responsible for all erosion control related to construction of the Project.
- K. Costs.** Developer shall be responsible for all costs related to the work to be performed

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

V. ADDITIONAL CITY OBLIGATIONS

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

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

VI. DEFAULT PROVISIONS

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

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

VII. MUNICIPAL REVENUE OBLIGATION – PAYGO DEVELOPMENT INCENTIVE

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

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

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

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

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

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

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

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

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

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

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

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

VIII. CITY AND DEVELOPER INCENTIVE LOOK-BACK PROVISION

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

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

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

IX. MISCELLANEOUS

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

102 N. Broadway
De Pere, WI 54115

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

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

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

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

- D. **Law Governing.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- E. **Entire Agreement.** This Agreement contains all agreements, terms, covenants, conditions, warranties, and a representation made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless

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

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

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

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

(SIGNATURE PAGES TO FOLLOW)

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

CITY OF DE PERE

By:

James G. Boyd Mayor

Carey E. Danen City Clerk

State of Wisconsin)
 : SS
Brown County)

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

Notary Public, State of Wisconsin
My commission expires on _____

De Pere 230 Development Partners LLC

By:

Print Name: _____

Title: _____

Print Name: _____

Title: _____

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2024, by
_____ and _____ of De Pere 230
Development Partners LLC.

Notary Public, State of Wisconsin
My commission expires on _____.

EXHIBIT A

DEVELOPER PARCELS LEGAL DESCRIPTIONS

Legal Descriptions:

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

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

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

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

EXHIBIT A-1
REDEVELOPMENT PRELIMINARY CONCEPT PLANS

EXHIBIT A-1



SITE PLAN

#220146.00
06.12.2023

TADYCH INVESTMENT PARTNERS | MIXED USE CONCEPT



EXHIBIT A-2

PROJECT DESCRIPTION

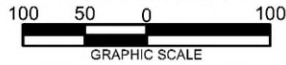
The Project shall be a five-story, mixed-use building consisting of approximately **[six thousand five hundred (6,500)]** square feet of first floor commercial uses, including retail, along with approximately sixty four (64) residential apartment units on the first through the fifth floors. The residential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

EXHIBIT B

RIGHT OF WAY AND PROPERTY TRANSFERS MAP

CERTIFIED SURVEY MAP

ALL OF LOT 2 OF VOLUME 15 OF CERTIFIED SURVEY MAPS, PAGE 21, (MAP #2916-DOC.#1050354), BROWN COUNTY RECORDS, LOCATED IN PART OF PRIVATE CLAIM 32, EAST SIDE OF THE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



DRAFT



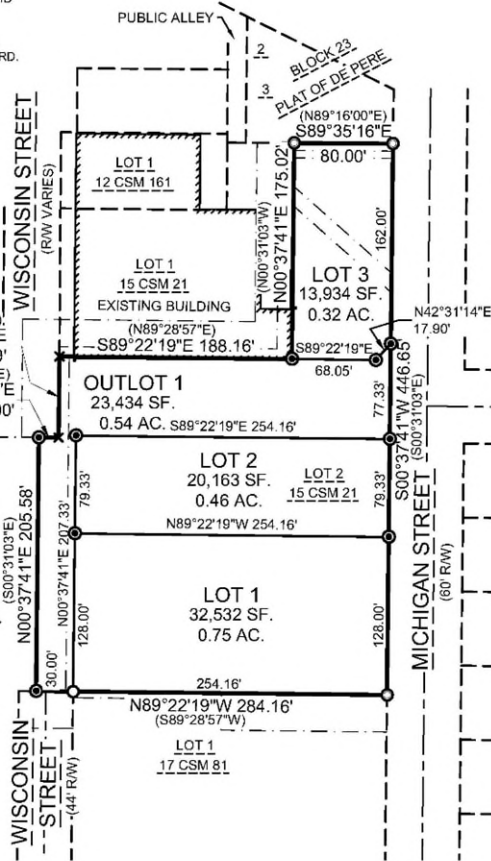
NORTH IS REFERENCED TO A LINE DRAWN BETWEEN BROWN COUNTY POINT ID 30Q/R13/14 AND BROWN COUNTY POINT ID 30P-16.10 WHICH BEARS N32°41'26"E
BEARINGS ARE REFERENCED TO THE COUNTY COORDINATE SYSTEM OF RECORD.

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

WILLIAM STREET (60' R/W)

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

- LEGEND**
- 1" IRON PIPE FOUND
 - ⊙ 1.32"x18" IRON PIPE WITH CAP, WEIGHING 1.68 # / L.F. SET
 - 1/2" IRON ROD FOUND
 - MAG NAIL FOUND
 - ⊕ MONUMENT FOUND, TYPE NOTED
 - x EASEMENTS SHOWN ON PAGE 2
 - () RECORDED AS



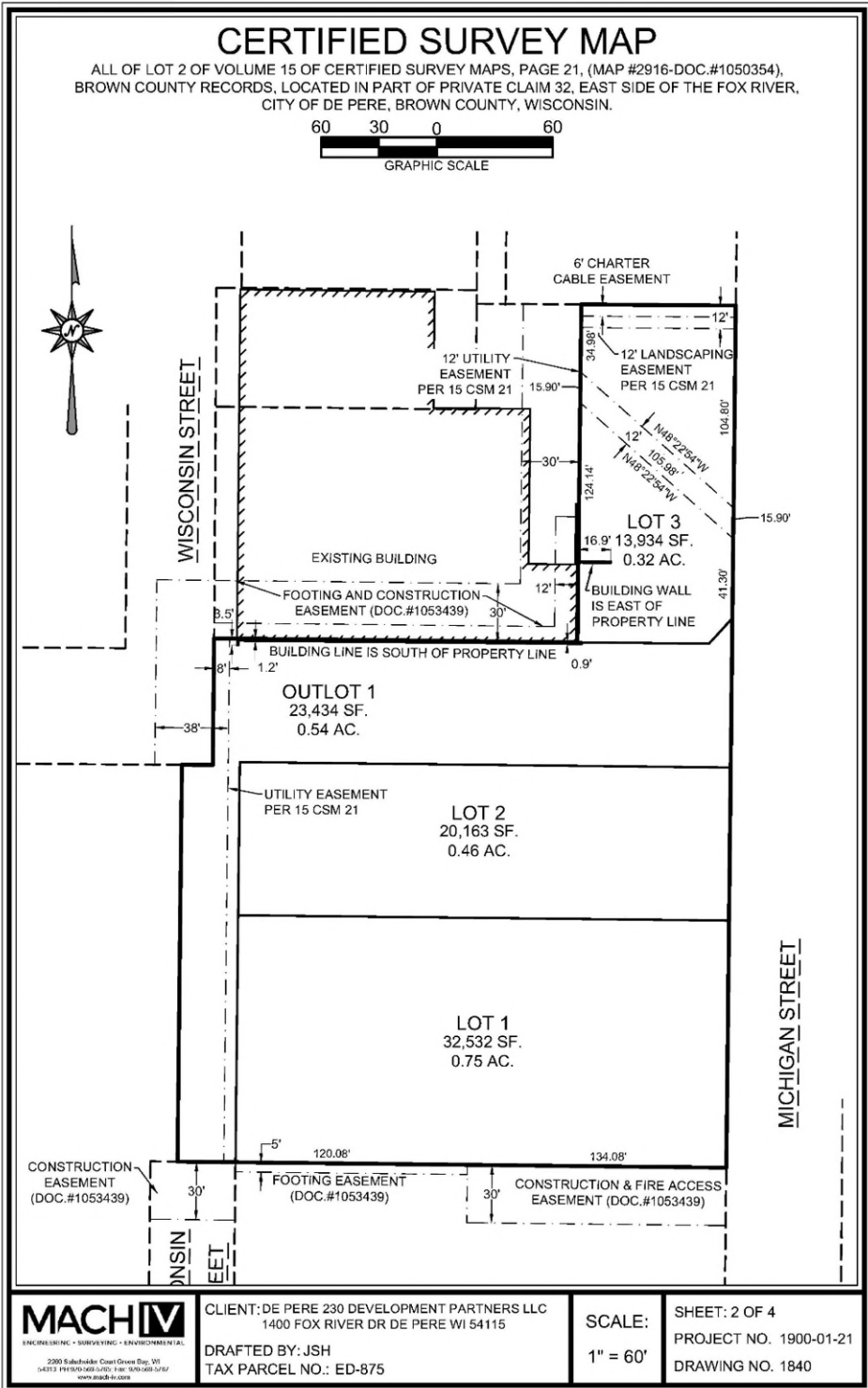
MACH
ENGINEERING - SURVEYING - ENVIRONMENTAL
2300 Rabinovich Court, Suite 301
De Pere, WI 54115
www.mach-ri.com

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

SCALE:
1" = 100'

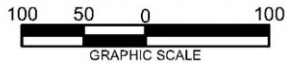
SHEET: 1 OF 4
PROJECT NO. 1900-01-21
DRAWING NO. 1840

DRAFT



CERTIFIED SURVEY MAP

PART OF LOT 3 OF VOLUME 15 OF CERTIFIED SURVEY MAPS, PAGE 21,
(MAP #2916-DOC.#1050354), BROWN COUNTY RECORDS, LOCATED IN
PART OF PRIVATE CLAIM 32, EAST SIDE OF THE FOX RIVER,
CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



DRAFT

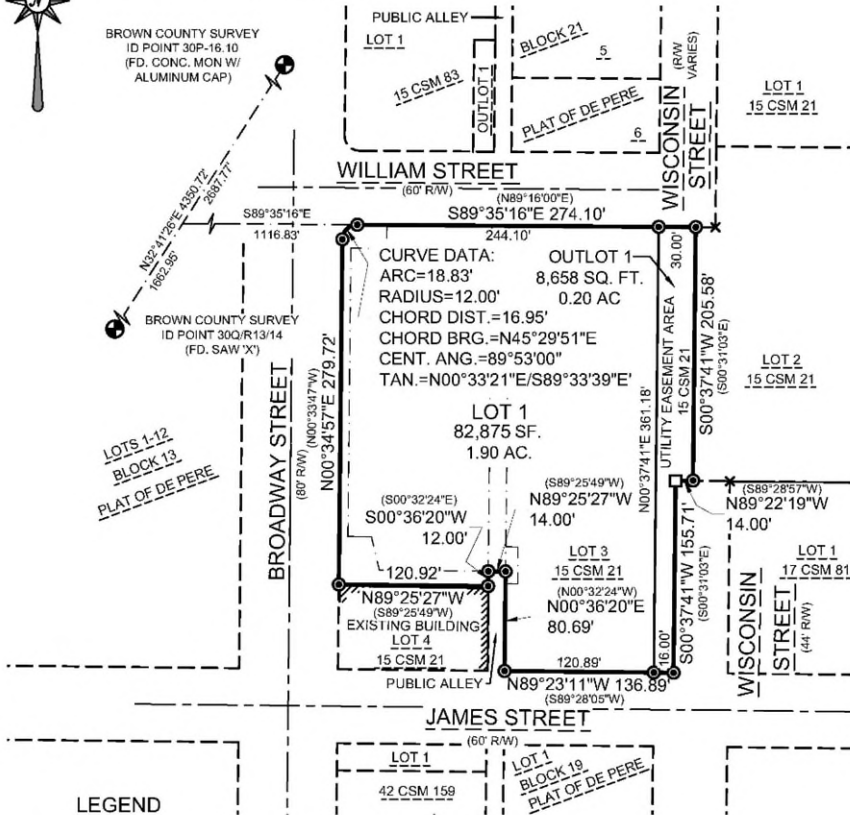


NORTH IS REFERENCED TO A LINE DRAWN
BETWEEN BROWN COUNTY POINT ID
30Q/R13/14 AND BROWN COUNTY POINT ID
30P-16.10 WHICH BEARS N32°41'26"E

BEARINGS ARE REFERENCED TO THE
COUNTY COORDINATE SYSTEM OF RECORD.

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

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



LEGEND

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

MACH
ENGINEERING - SURVEYING - ENVIRONMENTAL

2300 Rabinovich Court Green Bay, WI
920-113 191-520-2422 FAX: 920-268-5742
www.mach-ri.com

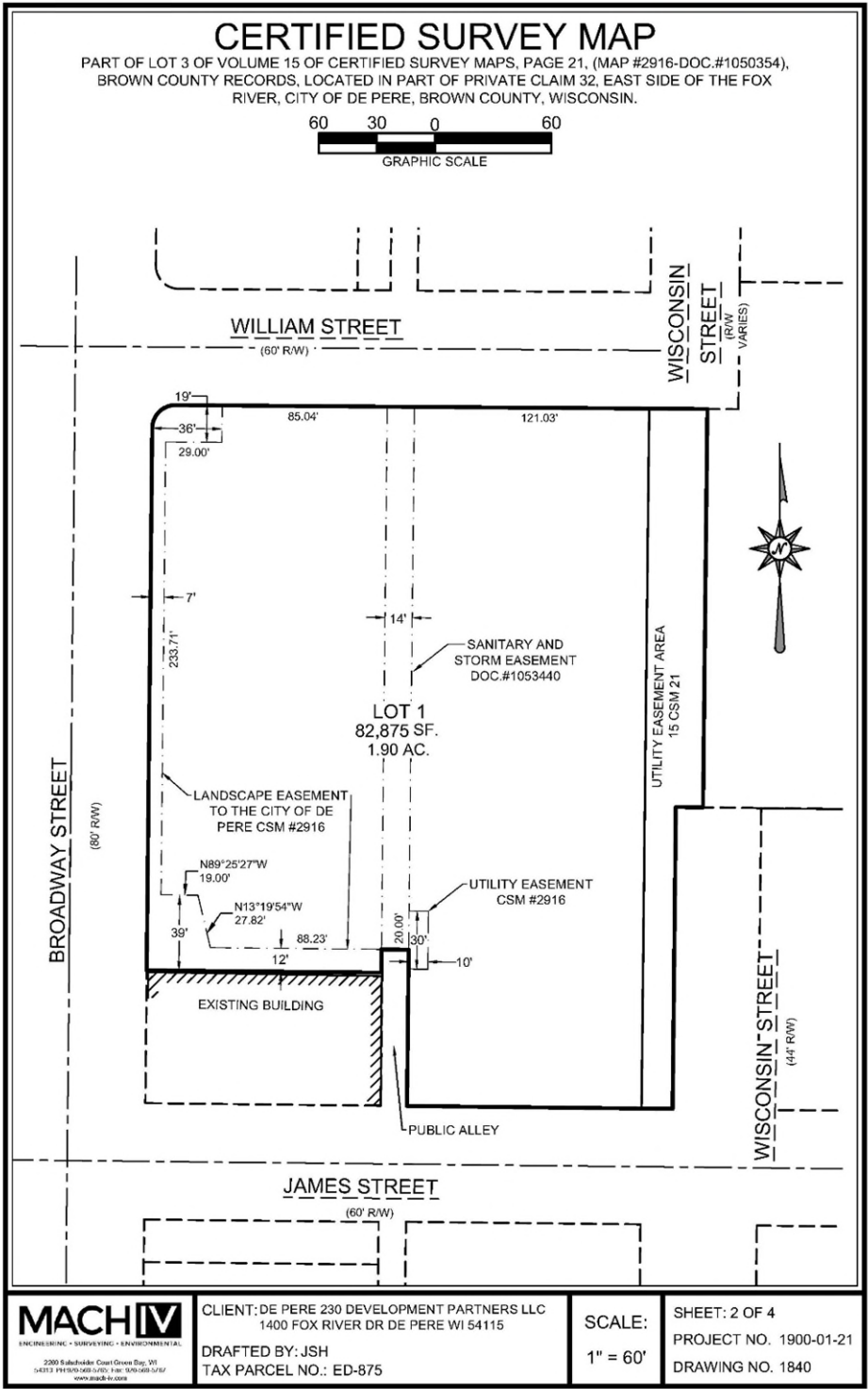
CLIENT: DE PERE 230 DEVELOPMENT PARTNERS LLC
1400 FOX RIVER DR DE PERE WI 54115

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

SCALE:
1" = 100'

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

DRAFT



MACH
ENGINEERING - SURVEYING - ENVIRONMENTAL

2300 S. Redfield Dr. De Pere, WI 54115
920.233.4444

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

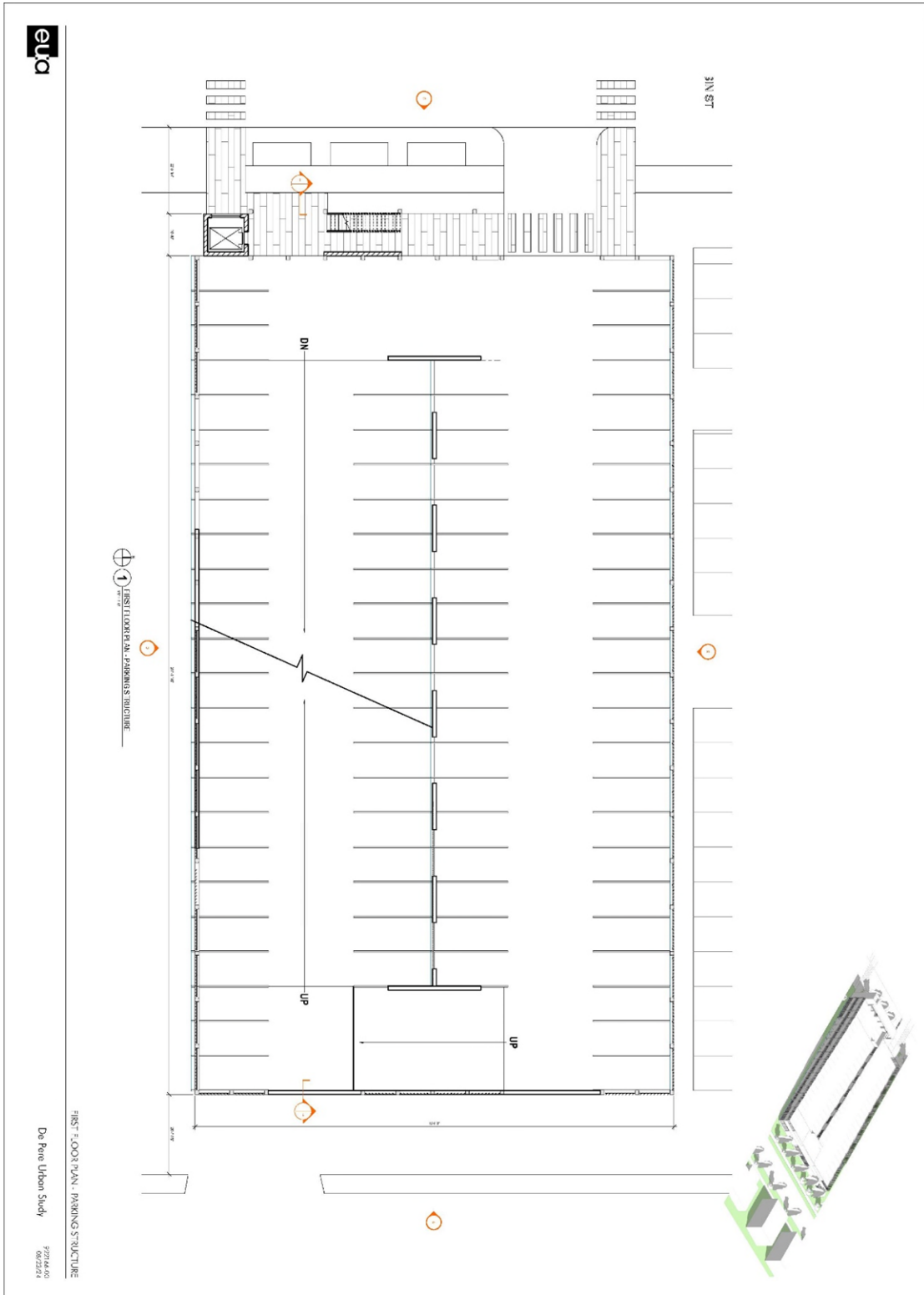
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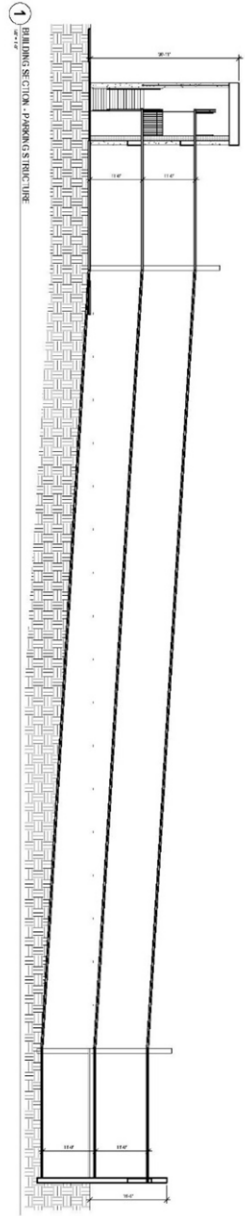
SCALE:
1" = 60'

SHEET: 2 OF 4
PROJECT NO. 1900-01-21
DRAWING NO. 1840

EXHIBIT C

PARKING STRUCTURE ELEVATIONS

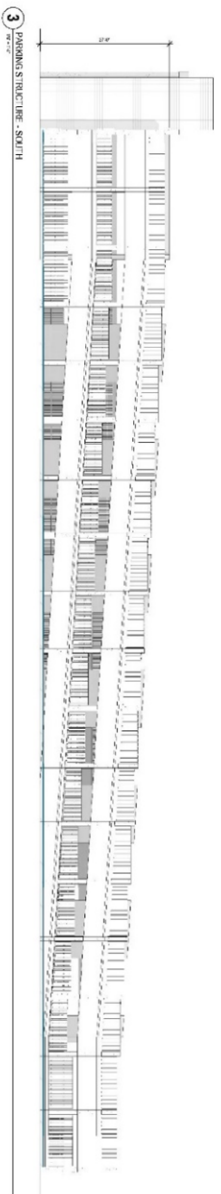




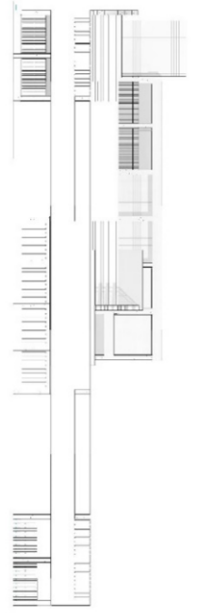
1 PARKING SECTION - PARKING STRUCTURE



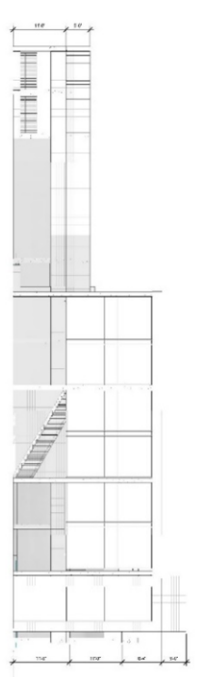
2 PARKING STRUCTURE - NORTH



3 PARKING STRUCTURE - SOUTH



4 PARKING STRUCTURE - EAST



5 PARKING STRUCTURE - WEST

ELEVATIONS/BUILDING SECTION - PARKING STRUCTURE

De Peen Urban Study

9/21/14, 10/2/2014



OVERALL SITE PLAN - PARKING RAMP

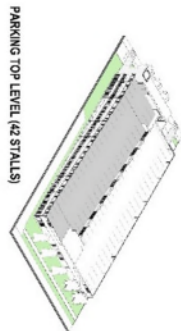
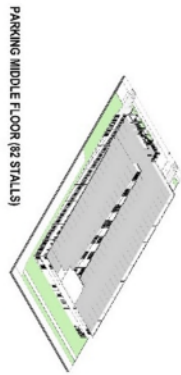
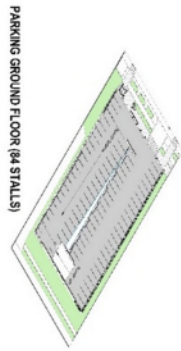
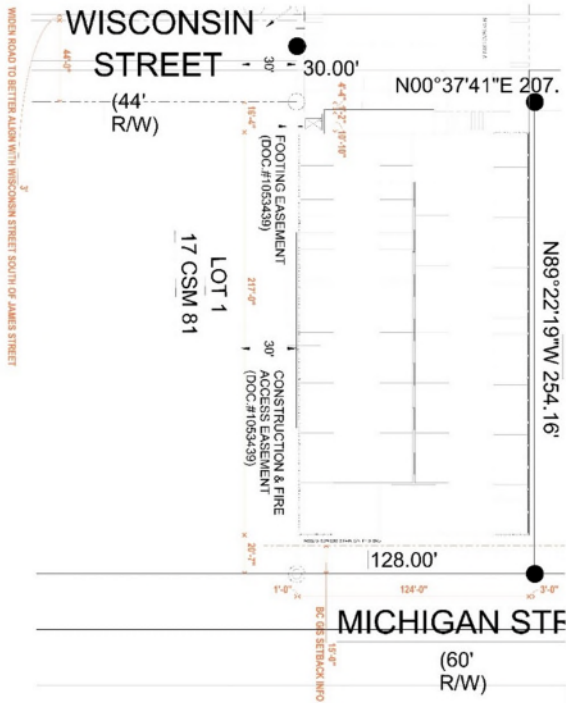


EXHIBIT D

MINIMUM ANNUAL PROPERTY TAX PAYMENT SCHEDULE

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

Assumptions:

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

EXHIBIT E

MRO (as to FORM)

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

FORM

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“MRO”)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DE PERE

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

(SEAL)

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

Schedule 1 Payment Schedule

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

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

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

\$0



City of De Pere, Wisconsin

8.A

Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Consideration and possible action on redirection of
Community Service Grant funds awarded to VFW Post 2113 in
the amount of \$250.
RECOMMENDED ACTION: Motion to approve.

Last December, the Common Council awarded \$250 to VFW Post 2113 to be used for the Bicentennial Park flagpole monument project. After working with Parks Department staff through the planning stages, Post members determined that they were unable to meet commercial contractor liability requirements and decided to cancel the project. They are proposing to instead use the grant award towards their annual beautification of the veterans' monuments at local cemeteries as well as at Legion and VFW Parks. We respectfully request your authorization to redirect the funds to this project.

ATTACHMENTS:
None



Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Resolution #26-14 Authorizing Agreement for Professional Services with GRAEF-USA, Inc. (Wilson Park Technical Design, Bidding and Construction).
RECOMMENDED ACTION: Staff recommends approval.

The Board of Park Commissioners, at the February 19, 2026 meeting approved the proposal from Graef Consulting for \$19,500 to provide design and construction oversight of the Wilson Park renovation project. The motion passed unanimously with a 4-0 vote.

ATTACHMENTS:

Reso26-14, Graef Consulting(Wilson Park)2-25-26, Exhibit A-GRAEF, Exhibit B - City of De Pere Wilson Park Design RFP_GRAEF, Memo .Wilson Park Design Consultant.Council

RESOLUTION #26-14

AUTHORIZING AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF DE PERE AND GRAEF-USA INC.
(Wilson Park Technical Design, Bidding and Construction Oversight Services)

WHEREAS, the City is in need of consulting services for comprehensive technical design, bidding and construction oversight services for the renovation of Wilson Park; and

WHEREAS, GRAEF-USA, Inc. has available and offers to provide qualified personnel and facilities necessary to accomplish said services within the required timeframe, pursuant to the terms and conditions of the professional services agreement as is attached hereto; and

WHEREAS, the Board of Park Commissioners has reviewed such request and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into the attached Standard Agreement for Professional Services Between the City of De Pere and GRAEF-USA, Inc., subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of March, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/19/2026

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF DE PERE AND GRAEF-USA INC.

Project: Wilson Park Technical Design, Bidding and Construction Oversight Services

THIS AGREEMENT made and entered into this ___ day of _____, 2026, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and GRAEF-USA Inc., a Wisconsin corporation ("Consultant"), collectively referred to as the parties.

WITNESSETH

WHEREAS the City is in need of comprehensive technical design, bidding and construction oversight services for the renovation of Wilson Park, located at 335 College Avenue; and

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

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

I. SCOPE OF WORK

The scope of work shall include all services and materials necessary to complete the project as fully described and specified in the City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated February 5, 2026 (Exhibit B), both of which are attached hereto and incorporated herein by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically included herein.

II. AMENDMENTS TO AGREEMENT

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

III. FEES

Total fees payable to Consultant shall not exceed the amount of \$19,500.00 for all services, materials, equipment and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

IV. SCOPE OF CONSULTING SERVICES

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

V. SCOPE OF CITY SERVICES

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

VI. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept compensation in accordance with the compensation provisions described in Exhibit B, to be paid in a proportionate lump upon completion of the work for each phase of the project: Technical Design, Bid Administration and Construction Oversight. Payment to the Consultant is due in 30 days from the invoice date. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

VII. INDEMNIFICATION

Consultant hereby agrees to indemnify the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

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

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

VIII. INSURANCE

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

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

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

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

- A. PROFESSIONAL LIABILITY (Errors and Omissions)
 - (1) Minimum Limits
 - (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
 - (2) Must continue coverage for 3 years after final payment for service/job
- B. GENERAL LIABILITY COVERAGE
 - (1) Commercial General Liability
 - (a) \$4,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$2,000,000 each occurrence limit
 - (2) Claims made form of coverage is not acceptable.
 - (3) Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of De Pere, it officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors
- C. BUSINESS AUTOMOBILE COVERAGE
 - (1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
 - (2) Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

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

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

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

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

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

IX. OWNERSHIP AND FORM OF DOCUMENTS

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

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

X. SAMPLES

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

XI. AUDITOR ACCESS

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

XII. CONFIDENTIALITY OF INFORMATION

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

XIII. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation. The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

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

XIV. ACCESS/UTILITIES

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

Consultant is responsible for locating public utilities and agrees to indemnify and save the City harmless from all claims, suits, losses, cost and expenses including attorney's fees as a result of any personal injury, death or property damage occurring from damage to public utilities. Consultant shall coordinate with a private locating service for locating utilities on private property.

XV. SAFETY

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

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

XVI. TIME FOR COMPLETION

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

XVII. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and

recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

XVIII. NON-DISCRIMINATION

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

XIX. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

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

XX. SEVERABILITY

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

XXI. AUTHORITY

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

XXII. APPLICABLE LAWS AND JURISDICTION

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

XXIII. ENTIRE AGREEMENT

This Agreement, together with the City's Request for Proposals, Consultant's Proposal (dated February 5, 2026), the attachments appended hereto, and all documents, drawings, specifications, and instruments specifically incorporated herein and made a part hereof, shall constitute the entire Agreement of the parties.

XXIV. COMPLIANCE WITH LAWS

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

XXV. SUSPENSION OF WORK

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

XXVI. TERMINATION OF WORK

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

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

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

XXVII. NOTICES

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

- | | |
|-------------------|--------------------------------------------------------------------------------------------------------------------|
| If to City: | City of De Pere
Attn: City Clerk
335 South Broadway
De Pere, WI 54115 |
| If to Consultant: | GRAEF-USA, Inc.
Attn: Christine Pichler, PE
Project Manager
116 South Adams Street
Green Bay, WI 54301 |

XXVIII. COUNTERPARTS

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

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

GRAEF-USA, INC.

CITY OF DE PERE, WISCONSIN

By: _____

By: _____

Name: _____

Kimberly T. Flom, City Manager

Its: _____

By: _____

By: _____

Name: _____

Carey E. Danen, City Clerk

Its: _____

Request for Proposals

Wilson Park Technical Design, Bidding, and Construction Oversight



Deadline: February 5, 2026 – 3:00 pm

Request for Proposals

Wilson Park Technical Design, Bidding, and Construction Oversight Services

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 - B. City Provided Information
 - a. GIS Site Map with elevations
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Request for Proposals

Wilson Park Technical Design, Bidding, and Construction Oversight Services

I. Introduction

A. Project Summary

The City of De Pere is seeking proposals from experienced consultants to provide comprehensive technical design, bidding, and construction oversight services for the renovation of Wilson Park, located at 335 College Avenue, De Pere, Wisconsin. The City is looking for a firm with a proven track record of delivering municipal park projects within an established budget and set timeline.

Preliminary construction estimate for the project is \$200,000, which includes the technical design, bidding, construction oversight services.

Proposals will be reviewed by the Board of Park Commissioners at their February 2026 meeting. The goal is to issue a contract to a consultant by March/April of 2026.

Your proposal must be submitted to our office by February 5, 2026, at 3:00 pm. Proposals can be submitted either by paper copy or via email to Marty Kosobucki.

B. City Contact Information

Questions related to this RFP should be directed to:

Marty Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115
920-339-4065
mkosobucki@deperewi.gov

C. Directions for Submittal of Proposal

Consultants shall submit one (1) hard copy of the proposal along with a .pdf file of the proposal. The .pdf shall be submitted either through e-mail or on a thumb drive prior to the deadline.

Materials must be received at the office of the Director of Parks, Recreation and Forestry by 3:00 pm on February 5, 2026, at the following address:

Marty J. Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115

Packages containing the proposal shall be clearly marked on the outside by indicating: **Wilson Park Technical Design, Bidding, and Construction Oversight Proposal.**

D. Pre-Proposal Meeting

There are no pre-proposal meetings planned for this RFP. Questions related to this RFP should be directed, in writing, to Marty Kosobucki, Director of Parks, Recreation and Forestry.

II. Project Description

In 2023, City Council hired Graef Consulting to research the community and develop a conceptual design for revitalizing Wilson Park. The park is located at 335 College Avenue on the west side of De Pere and is in close proximity to St. Norbert College and the west side downtown district.

After analyzing survey data, Graef developed a conceptual design that focuses on passive recreation and maintaining some of the key historical features of the park. The design features a meandering trail/path through the park, native gardens, historical landmark, memorial tree, and areas for study and reflection. A copy of the conceptual design is included in this packet.

The project is being funded through a public/private partnership. A donation of \$100,000 was received from the David and Rita Nelson Foundation.

Bidding and start of construction of the project will not begin until technical design is approved. However, it is the hope of the City to begin construction in the summer of 2026.

It is the intent of the City to hire a consultant to assist with the following general tasks related to the construction and renovation of Wilson Park:

- A. Review the conceptual design and ensure it remains accurate with community and the Board of Park Commissioners. It is recommended the consultant has a meeting with the Board of Park Commissioners to review this.
- B. Complete the technical design document.
- C. Development of the project manual for bidding purposes
 1. Project manual shall conform to City of De Pere's bidding template, using our standards and specifications.

- D. Provide oversight of the bidding process and answer all bidding questions.
- E. Assist in the selection of a bidder for construction services.
- F. Provide all construction oversight services throughout the construction of the project to ensure plans and specifications are met.

III. Scope of Services

- A. Technical Design (defined as all services leading up to bidding of the project):
 - 1. Kick off meeting with City of De Pere administration staff.
 - 2. Highlight and make City aware of any concerns with the cost opinion, site, or conceptual design.
 - 3. Prior to starting technical design, the consultant shall meet with and obtain input and direction from the Board of Park Commissioners on the following topics:
 - a. Provide options and recommendations for implementing sustainable, efficient and or cost saving strategies within the design.
 - b. Changes or alterations to be made with the original conceptual design.
 - 4. The consultant shall be responsible to coordinate any topographical study or soil boring tests required or needed.
 - a. The City shall pay for these services separately of the contract; however, organization and oversight shall come from the contractor and only after City approval.
 - 5. Complete technical specifications suitable for inclusion in the project manual. Technical specifications shall include all drawings and specifications necessary to successfully complete the project.
 - 6. Submit plans and technical specifications for any City of De Pere, local and/or state approvals as required.
 - a. The City shall be responsible for any permitting costs.
 - 7. Make changes to technical specifications and drawings as required and/or needed by City of De Pere, local and/or state approvals.
 - 8. Collect and review product data and material samples. Prepare specifications, including the products, materials and finishes of each component or system.
 - 9. Prepare a summary of quantities and construction cost opinion.
- B. Project Manual and Bidding
 - 1. Upon completion of the technical specifications and drawings, the City Engineering Team shall coordinate the development of a project manual. The consultant needs to submit the technical specifications to the City.
 - 2. City staff will advertise and post the project on the City's Quest account.
 - 3. The consultant shall work with City staff to pre-qualify bidders according to City requirements.
 - 4. The consultant shall be actively involved in answering questions during the

bidding process and work with the City representative in addressing amendments to the project manual.

C. Awarding of Bid

The consultant shall be active in the selection of a contractor and provide their recommendation to the Board of Park Commissioners and Common Council.

D. Construction Oversight and Administration

Beyond constructing the park to the highest standard for the greatest value, the City has the following expectations of the hired consultant during the construction process:

1. The consultant is expected to lead, manage, and successfully execute the overall construction of the project.
2. Coordinate all local and/or state permits or approvals.
3. Review and approve all shop drawings.
4. At the start of construction, the consultant shall provide the City with a detailed outline of budget and timeline.
5. Perform construction staking as necessary and when necessary.
 - a. Any staking shall be the cost of the consultant, unless otherwise approved by the City.
6. The consultant shall conduct regular inspections of the project to ensure the facility is being constructed to the standards set forth in the project manual.
 - a. While the expectation is for the consultant to be present during any key events during construction, we would anticipate a minimum of two visits per week during construction periods.
7. The consultant shall take photos to document the progress and adherence to the Project Manual.
8. Administer and coordinate with City staff and contractor any change orders.
 - a. Change orders at the request of the City are intended to accommodate desired changes or alterations to the initial design, amenities, and/or other aspects of the project.
 - b. Change orders submitted by the contractor resulting from errors and/or omissions in the technical design provided by consultant shall be the responsibility of consultant, unless otherwise agreed to by the City.
 - c. All change orders shall be agreed upon in writing.
9. Consultant shall be responsible for the administration of all pay requests. All pay requests must be submitted on the City of De Pere approved Pay Request form, which is included in the project manual This shall include the receipt and review of requests, any necessary lien waivers, confirmation the work has been successfully completed, and submittal of all pay requests to the Director of Parks, Recreation and Forestry for submittal to Council for final approval and payment.
10. The consultant shall coordinate a weekly meeting with the contractor,

consultant, and City of De Pere staff to review progress and address concerns.

11. The consultant shall provide leadership and administration of all “after construction” concerns such as facility flaws and warranty work.

IV. Meetings

The consultant shall plan for attendance at, but not limited to, the following meetings:

- A. Initial meeting with City staff prior to starting Technical Specifications.
- B. Meeting with Park Board discuss alterations and/or changes to the original conceptual design.
- C. Meetings with staff to address options and selections within the Technical Design.
- D. Meeting with Board of Park Commissioners to review and approve final Technical Design.
- E. Pre-construction meeting with contractor.
- F. Weekly to bi-weekly progress meetings with contractor, consultant and City.
- G. Regular on-site inspections.
- H. Close out meeting with contractor and City of De Pere.
- I. Meetings with contractor over warranty work.

V. City Responsibilities

The city will be responsible for the following:

- A. Provide input and approve final plans and specifications.
- B. Coordinate development of Bid Manual and advertising of project.
- C. Payment for all local and/or state permit fees.
- D. Provide guidance on sustainable and/or cost saving strategies for technical design.
- E. Provide guidance on inclusion of park amenities, features and equipment.
- F. Host site for bid opening.

VI. Scheduling

A consultant will be recommended for approval to the Common Council by the Board of Park Commissioners. Once the approvals are attained City staff will work promptly to provide the Consultant Agreement to the consultant and City Officials for execution. Design work shall commence no later than two weeks after an agreement has been fully signed.

VII. Insurance

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

- A. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
- B. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
- C. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
- D. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

VIII. Proposal Submittals

Your proposal should include the following information in the order listed. You may submit your proposal via e-mail to mkosobucki@deperewi.gov or deliver, either in person, by courier, or by mail to: City of De Pere Municipal Service Center, 925 S. Sixth Street, De Pere WI 54115. The submittal must be clearly marked as: **Wilson Park Technical Design, Bidding and Construction Oversight Proposal**.

- A. Consultant Background and Information
Include location of office, years of relevant experience, size of organization, other consultants you may be cooperating with, list of staff and relevant experience, etc.
- B. Project Understanding
Develop a summary of your understanding of the project, what needs to be done, and how you plan to accomplish those tasks.
- C. Similar Projects
 1. List a minimum of 3 projects of similar scope and service.
 2. Highlight sustainable and/or cost saving tactics used in developing like facilities.

- D. References
List a minimum of 5 references related to similar work.
 - E. Project Timeline
Show a detailed timeline of your plan to successfully complete this project according to the terms of this RFP.
 - F. Fee
List a lump sum fee for each component of the project.
- IX. Fee
Provide a lump sum fee for each component of the project. Should there be any items outside the scope of services listed in the RFP your firm feels should be included, we encourage the consultant to include alternate fees for such work.
- X. Delivery
The deliverables for this project include the following:
- A. Provide technical specifications of the Wilson Park Technical Design in AutoCAD and .pdf.
 - B. Provide Project Manual for the development of Wilson Park in a .pdf.
 - C. Provide a timeline of events to include (but not limited to) kick off meeting, design phase, final design, and completion of items for bid document.
- XI. Additional Information
- A. Proposed Fee Schedule
 - B. The City will provide the following information to the consultant:
 - 1. Wilson Park Conceptual Design and Site Layout
 - 2. GIS Aerial View of Wilson Park and known utilities.
 - C. Sample Consultant Agreement

For questions, please contact Marty Kosobucki at 920-339-8358, or e-mail at mkosobucki@deperewi.gov.

Proposed Fee Schedule

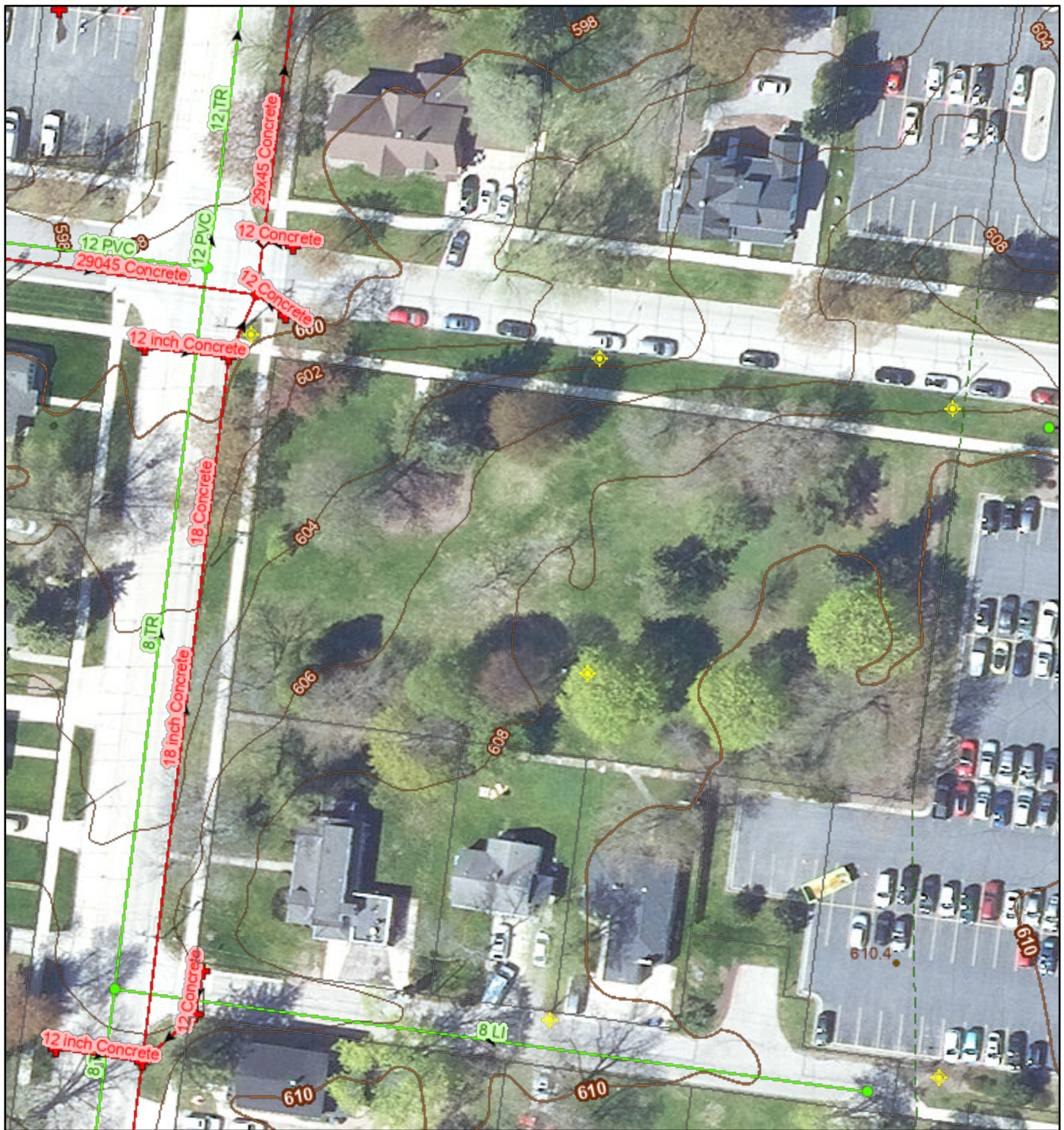
Contact Information	
Company Name	
Company Address	
Company Representative	
Email Address	
Phone Number	
Signature	

Wilson Park Design, Bidding and Construction Oversight	
Item	Fee
Technical Design	\$
Bid Administration (See manual. City will develop bid packet and advertise.)	\$
Construction Oversight Pre-con meeting, on-site visits, pay requests, change orders, final walk through, and warranty work	\$
Total Fee	\$

Please list any items not listed in the scope of services and fees/costs associated with those items below.

Item	Fee

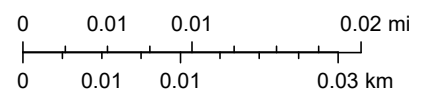
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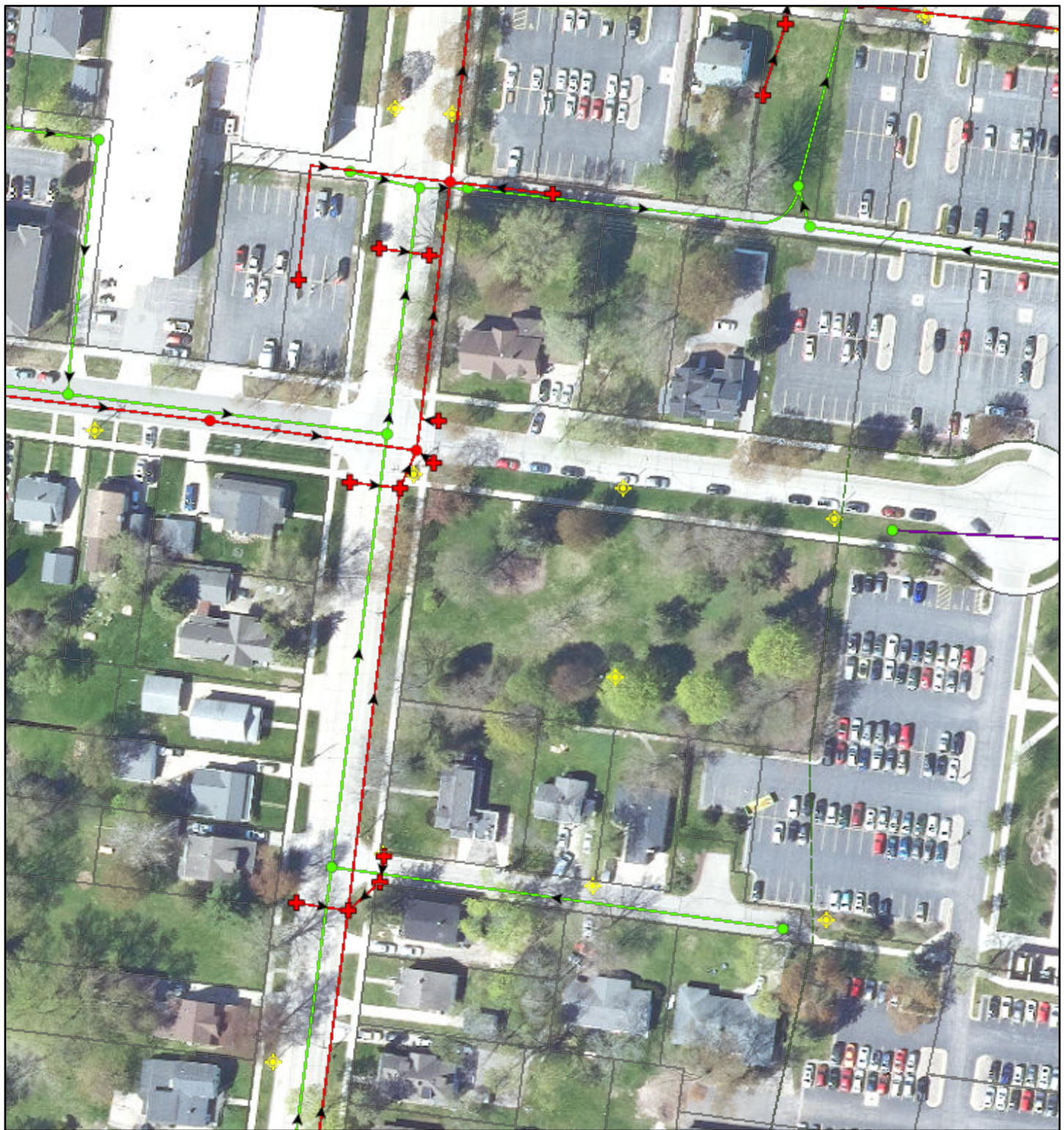
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|-------------------|-----------------------|-----------------------|
| Storm Fitting | Sanitary Manhole | 2' Contours- 2010- in |
| Tap | Sanitary Gravity Main | Index Contour |
| Storm Manhole | Private Sanitary | Intermediate Contour |
| Storm Catch Basin | Sanitary Main | Parcel # |
| Storm Mains | Sanitary Basins | 2023 Aerial |
| Collectors | Street Lights | Red: Band_1 |
| Storm Basins | Spot Elevation-In | Green: Band_2 |
| | | Blue: Band_3 |



Brown County WI

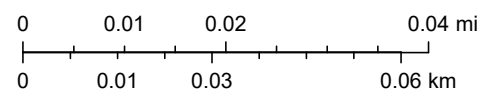
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- Storm Manhole
- ⊕ Storm Catch Basin
- Storm Mains
- Collectors
- ⊞ Storm Basins
- Sanitary Manhole
- Sanitary Gravity Main
- Private Sanitary
- Sanitary Main
- Sanitary Basins
- Street Lights
- Parcel #
- 2023 Aerial
- Red: Band_1
- Green: Band_2
- Blue: Band_3



Brown County WI

Wilson Park Existing Conditions



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

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

Wilson Park Passive Concept

Design Elements:

- Passive, natural garden path through park with water source

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

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

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

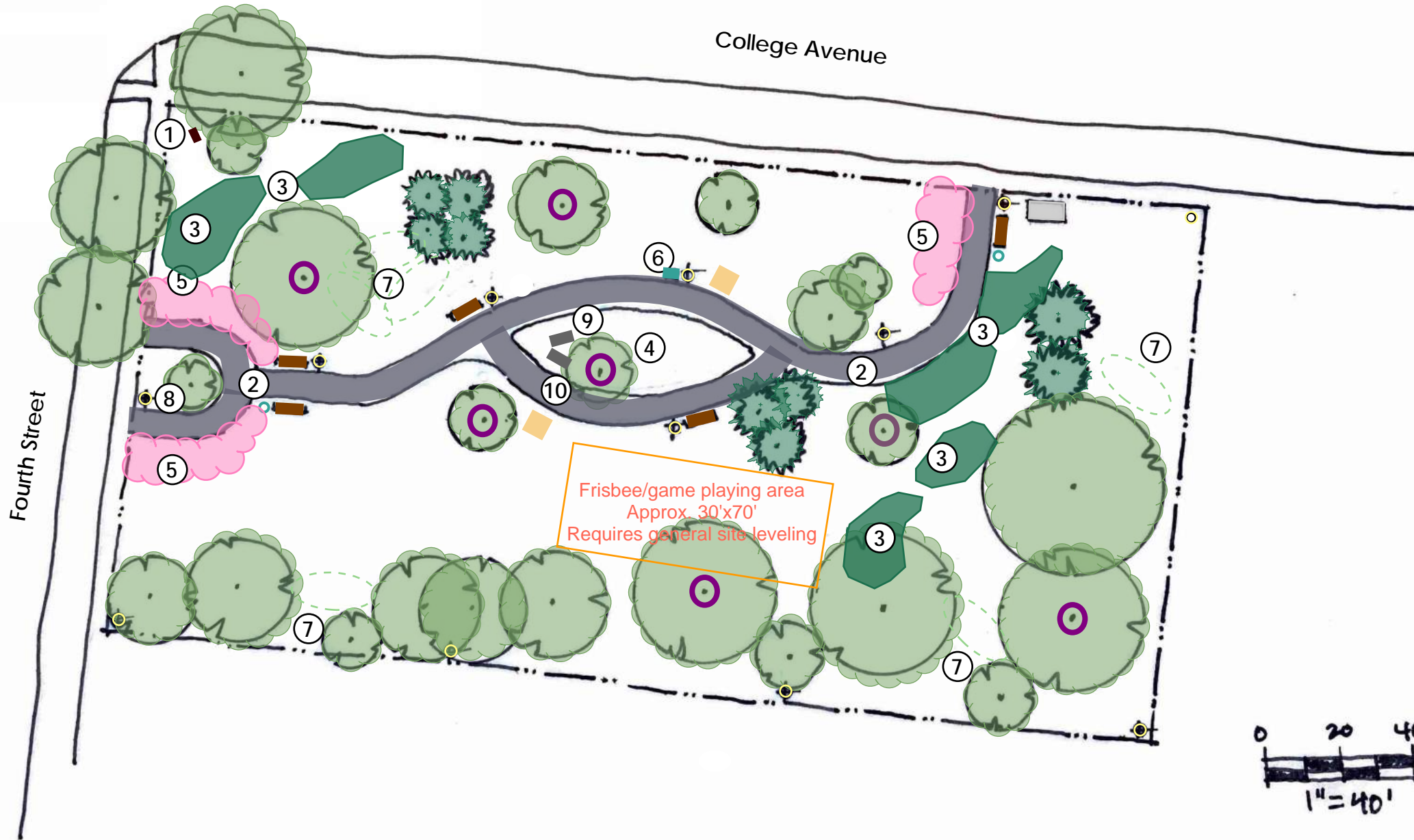
- Security lighting internal and along south boundary - 5 additional pedestrian lights, internal tree mounted lighting

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

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

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

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



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

Legend	
	Lighting
	Tree lighting
	Trash receptacle
	Bench
	Bike rack
	Hammock stand
	New plants and shrubs
	Picnic style table

Wilson Park Passive Concept Photo Precedents



Hammock stands



Singular hammocks



Tree downlights



Crushed granite path with shrubs option



Resting knoll



Tree downlights - "Moonlighting"



Crushed granite path with native planting option



Knolls for relaxing



Tree downlight



Flower garden



Wilson Park Passive Concept Photo Precedents



Picnic style table



Square picnic style table - fixed benches



Charging station bench



Integrated charging bench



Bench with table option



Bench with table and integrated charging option



Existing pedestrian light option



Existing street light option



Bike rack option



Trash receptacle option



Illuminated bench - lighting option



Bench with back option



WILSON PARK TECHNICAL DESIGN, BIDDING, AND CONSTRUCTION OVERSIGHT SERVICES

FEBRUARY 5, 2026

PREPARED FOR:
City of De Pere



PRIMARY CONTACT

Christine Pichler, PE
Project Manager
920 / 405 3833

Christine.Pichler@graef-usa.com

GRAEF

116 S. Adams Street
Suite 201
Green Bay, WI 54301
920 / 592 9440
www.graef-usa.com

February 5, 2026

Marty Kosobucki
Director, Parks, Recreation and Forestry
City of De Pere
925 S. Sixth Street
De Pere, WI 54115

Re: Wilson Park Technical Design, Bidding, and Construction Oversight Services

Dear Mr. Kosobucki,

GRAEF is pleased to submit our proposal for the **Wilson Park Technical Design, Bidding, and Construction Oversight Services**. Our team is excited about the opportunity to continue supporting the City of De Pere on this important community project. As we present our proposal, we want to highlight three strengths that distinctly position GRAEF for the successful delivery of the Wilson Park project:

Background Knowledge of Wilson Park | GRAEF was previously hired by the City of De Pere to facilitate the master plan design for Wilson Park in 2023. This early involvement gave us direct exposure to the park’s conditions, community informed ideas, and key design drivers for the future development of the park. Though the previous phase was limited in scope and staffing, it provided us with meaningful context that will help streamline this next phase and support a smooth transition from concept to technical design.

Our Green Bay office provides close, responsive support | Our Green Bay office is located just minutes from the City of De Pere, enabling our team to provide highly responsive support throughout design and construction. This proximity allows us to easily attend Board of Park Commissioners meetings, conduct on site reviews, manage stakeholder discussions, and perform the frequent construction visits outlined in the RFP. Our local presence means faster communication, greater availability, and a project team that understands the community and is invested in its success.

A multidisciplinary team of experts dedicated to project success | GRAEF brings a well rounded team with deep experience in municipal park design, landscape architecture, , site civil design, site lighting design and small scale park construction administration. Our professionals have delivered projects that balance sustainability, cost effectiveness, safety, and aesthetic value, which are all priorities emphasized in this RFP. We are committed to providing clear communication, detailed technical documentation, thorough construction oversight, and leadership from concept through warranty support.

Thank you for the opportunity to partner with the City of De Pere on this neighborhood park. Please reach out with any questions. We look forward to the opportunity to work together.

Sincerely,

Christine Pichler, PE
Project Manager
920 / 405 3833
Christine.Pichler@graef-usa.com

Joe Pepitone, PLA, LEED AP
Principal-In-Charge
414 / 266 9039
Joseph.Pepitone@graef-usa.com

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SECTION 1: CONSULTANT BACKGROUND AND INFORMATION



Since its inception in 1961, GRAEF has grown from a small individual partnership to a prominent, multi-disciplinary international firm. GRAEF has a team of nearly 300 employees spread across ten offices in the Midwest, Florida, and Turks and Caicos.

For over 63 years, GRAEF’s unwavering dedication to excellence has been fueled by core values such as integrity, quality, and a steadfast commitment to exceptional customer service. These principles form the bedrock of GRAEF’s operations, ensuring that clients receive the highest level of satisfaction and a seamless experience.

GRAEF has remained at the forefront of the industry, consistently adapting to emerging trends and embracing advancements, and is proud to be a reliable partner for clients seeking top-tier design services and unmatched expertise.

WE ARE

- ▶ Site/Civil Engineers
- ▶ Environmental Scientists
- ▶ Surveyors
- ▶ Architects
- ▶ Mechanical, Electrical, Plumbing Engineers
- ▶ Landscape Architecture
- ▶ GIS Specialists
- ▶ Planners & Urban Designers
- ▶ Structural Engineers
- ▶ Transportation Engineers

OUR CORE PURPOSE

To improve the physical environment for the benefit of society in a sustainable manner

GRAEF Green Bay Office
 116 S. Adams Street
 Suite 201
 Green Bay, WI 54301
 (t) 920 / 592 9440
www.graef-usa.com



PROVEN FAMILIARITY

We know Wilson Park — we created the 2023 concept and understand the site, vision, and community expectations.

LOCAL & RESPONSIVE

Our Green Bay office is close in proximity, ensuring quick site visits, fast communication, and strong support throughout design and construction.

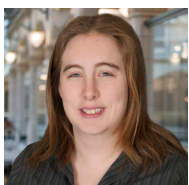
INTEGRATED EXPERTISE

A unified team of designers and engineers ensures seamless communication and efficient project delivery.

KEY PERSONNEL

A Team Aligned With Wilson Park's Vision

GRAEF is proud to offer a multidisciplinary, in-house team with deep experience in park design, municipal infrastructure, and community-driven outdoor environments. Our team brings a balance of creativity, technical expertise, and hands-on construction experience to ensure Wilson Park is designed thoughtfully and delivered smoothly. Each team member contributes specialized knowledge that supports the City's goals for a passive, accessible, and historically rooted neighborhood park. Meet your proposed team:



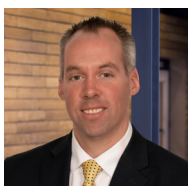
Christine Pichler PE
PROJECT MANAGER | CIVIL ENGINEER

Christine provides detailed municipal engineering expertise, specializing in trails, grading, stormwater, and park-adjacent infrastructure throughout northeast Wisconsin.



Joseph Pepitone PLA, LEED AP
PRINCIPAL-IN-CHARGE

Joe brings decades of award-winning park and open-space design experience, ensuring thoughtful leadership and clear direction from concept through construction.



Adam Krieger PE
QUALITY ASSURANCE/QUALITY CHECK

Adam offers over 20 years of civil engineering and project management experience, delivering practical, buildable solutions for parks, pathways, and municipal site improvements.



Alexander Thill ASLA
LANDSCAPE /SITE DESIGNER

Alex contributes creative, user-focused site design skills with strong experience in passive parks, naturalized landscapes, and community-driven planning.

Together, our team brings:

- Direct experience with municipal parks, naturalized landscapes, and trail systems
- Strong knowledge of City of De Pere processes and regional project conditions
- Expertise in grading, pathways, stormwater, and site civil engineering
- Hands-on experience with bidding, permitting, and construction oversight
- A collaborative, in-house design team that delivers cohesive, integrated solutions

This group is uniquely equipped to transform the Wilson Park concept into a welcoming, sustainable, and community-driven public space.



Christine Pichler PE

CIVIL ENGINEER

Christine is a municipal engineer with more than 10 years of experience in the development of plans and specifications for various municipalities and private sector clients. She specializes in the design of municipal utilities and roadways, storm water management and system design, boat launch and park facilities, multi-use trails and site design projects. She is familiar with the preparation of permit applications including various design reports.

PROJECT ROLE:

Project Manager | Civil Engineer

EDUCATION

B.S., Civil Engineering, University of Wisconsin-Platteville, Platteville, WI

Continuing Education: Essentials of Hydraulics for Civil and Environmental Professionals, University of Wisconsin

REGISTRATIONS:

Professional Engineer – WI

PROJECT EXPERIENCE

Waukau Dam Nature Preserve Improvements, Waukau, WI – Project

Manager: Provided site design, permitting, and construction administration for improvements to the dams, parking lot, and recreational elements. Improvements to the dams included hard armoring of the outlet dam emergency overflow and repair of washout and additional riprap at the bypass dam. The parking lot was reconstructed and an asphalt, ADA compliant walking trail was constructed which doubles as an access point to the Town of Rushford fire department dry hydrant. Recreation improvements included resurfacing of the existing fishing pier to improve ADA access, construction of two additional fishing piers, resurfacing of the existing walking trail around the dam impoundment, replacement of the existing dam catwalks with wider bridges to improve access, construction of an open-air shelter with picnic tables, and a concrete pad for an ADA accessible portable toilet. Permits were obtained from the Department of Natural Resources and Winnebago County Zoning. Construction administration including construction oversight was completed for all areas of site improvement.

De Pere Aquatic Facility at VFW Park, City of DePere, WI – Design Engineer:

Provide site design for the new \$7 million aquatic center. Involved a new 6150 square foot bathhouse including offices, public spaces, and concessions. A separate 1250 square foot mechanical building was also included. The aquatic features included a lap pool with dive well, activity zone, water walk, dual body slides, drop slide, separate tot pool with zero depth entry, and tot play features. Phase I involved conceptual design and budget estimates. Site design included grading, storm water management, and all exterior utilities.

Bomier Boat Launch, De Pere, WI – Design Engineer:

GRAEF provided the City of De Pere with design, permitting, and construction oversight services on the expansion of the existing Bomier Boat Launch. The boat launch was expanded to provide a true two-lane boat launch at the existing location. The concrete boat launch was cast in place to match the slope of the existing pavement. New dock sections were constructed on driven piles to match the existing dock system. A new floating ADA accessible kayak launch was installed at the end of the dock. Included in this project were new parking areas for cars and boat trailers, asphalt mill and overlay with reconfigured parking in the existing lot for cars and boat trailers, ADA accessible parking and sidewalks adjacent to the existing bathroom building, and a connection to the regional Fox River Trail. The adjacent park was also updated with an ADA accessible sidewalk, cast in place concrete stairs, concrete pads for benches and other seating, and a covered pavilion for a picnic table.

The Plaza at Gateway Park, Neenah, WI – Project Manager:

Provided site design related to the development of an outdoor refrigerated ice rink and related park facilities. Included site walkways, a concrete slab, new multi-purpose building and various landscape features. The site has been named “One of the 10 Most Charming Ice Rinks” in the nation by the national Best Life website.



Joseph Pepitone PLA, LEED AP

PRACTICE AREA LEADER - LANDSCAPE ARCHITECTURE

Joe is a licensed landscape architect who brings 39 years of professional experience in project management and landscape architectural design and planning. During his tenure at GRAEF, Joe's projects have won numerous design awards. Joe has been involved in master planning and design for park and recreational facilities for both public and private entities of all sizes. His experience includes trail design and alignment, landscape design, outdoor site amenities, green infrastructure development including porous pavement, bio infiltration and other landscape related stormwater management systems. His thorough knowledge of all aspects of site development allows him to provide complete and thorough documentation which includes site planning, detailed design, landscape design and details, planting design, construction documentation, specifications and on-site construction administration.

PROJECT ROLE:

Principal-In-Charge

EDUCATION

B.S., Landscape Architecture, University of Wisconsin-Madison, Madison, WI

REGISTRATIONS:

Registered Landscape Architect – WI, CA, MN, MI, NV, VA

CLARB National Certification

AFFILIATIONS

American Society of Landscape Architecture (ASLA)

Council of Landscape Architects Review Board (CLARB)

Society for College and University Planning (SCUP)

American Sports Builders Association (ASBA)

PROJECT EXPERIENCE

Wilson Park Master Plan, De Pere, WI – Principal In Charge: Provided multiple conceptual site plan options for improvements to the existing park site. Concepts were presented to the Parks Board for review and comments. A final concept was then generated based on comments received with cost estimate for final Park Board approval.

Herb & Dolly Smith Park, City of Neenah, WI – Landscape Architect:

This park is located on the site of a former fueling station and blighted undeveloped areas. It now offers amenities to suit several types of outdoor recreation enthusiasts. GRAEF was a critical member of the Master Planning team in 2008 and then was retained by the City of Neenah for full design, bidding and construction oversight of the project completed in 2013. Highlights of the park include a shelter with restrooms and open-air picnic space, bike/ped trails with wildlife viewing areas, and a canoe and kayak launch. In addition, to avoid sensitive environmental areas and meet ADA accessibility guidelines, the trail path includes a 60-foot long timber boardwalk ravine crossing as well as a 390-foot-long timber boardwalk across Little Lake Butte des Morts at the mouth of the Neenah Slough.

Jaycee Park Master Plan, Sheboygan, WI – Principal-In-Charge: Provided conceptual design of a 37 acre park that provides recommendations to meet the needs of the community and surrounding region while being flexible enough to accommodate for change. The design process included a comprehensive inventory and analysis of existing conditions, public engagement, design alternatives, cost estimating and 3D illustrations to help the client and the community visualize proposed improvements, foster consensus and generate enthusiasm moving forward with phased implementation. The plan includes a multi-purpose park building, beach house, tiki hut, picnic shelter, council ring, perched beach, lake loop trail, ropes course, frisbee golf course, enhanced natural landscape areas, flexible lawn space and improved access to both Quarry Lake and the Pigeon River. The final plan not only reflects the needs and desires of the City's Department of Public Works, but the community as a whole.

Pleasant View Park Master Plan and Design, Franklin, WI – Project

Manager: Provided landscape design and civil engineer services related to an entire park development that included sand volleyball courts, pickleball courts, a playground, baseball field, tennis courts, parking lot, pavilion, and recreational trails as well as new parking lot.



Adam Krieger PE

PRACTICE AREA LEADER - INFRASTRUCTURE

Adam brings over 20 years of public and private sector experience to GRAEF. His diverse design, cost estimating, construction administration, and project management background includes site development for commercial, government, and industrial clients, transportation/highway design, and agency/utility coordination. He has also been actively involved with inspection projects for roadways, utilities, and drainage facilities, as well as surveying for sewer, water, and transportation projects. Having worked for public and private clients throughout Wisconsin, Adam is familiar with local regulatory guidance and operational practices.

PROJECT ROLE:

Quality Assurance/Quality Check

EDUCATION

Master of Business Administration (MBA),
Cardinal Stritch University, Milwaukee, WI

B.S., Civil Engineering, University of
Wisconsin-Milwaukee, Milwaukee, WI

REGISTRATIONS:

Professional Engineer – WI

AFFILIATIONS

American Society of Civil Engineers, ASCE

American Public Works Association, APWA

Wisconsin Parks & Recreation Association,
WPRA

PROJECT EXPERIENCE

Arrowhead Park, City of Neenah, WI - Project Engineer: This proposed development is located along the lakeshore of Little Lake Butte Des Morts just west of downtown Neenah. It is the site of a former wastewater treatment facility that processed sludge water from the former P.H. Glatfelter Paper Mill and contains capped waste material and debris from the deconstruction of the former mill buildings. Significant coordination with WDNR is needed. Preliminary design for the development includes site grading and utility plans, vehicular access analysis, and a pedestrian overpass feasibility analysis.

Manitowoc Road Sidewalk, City of Green Bay, WI – Project Manager:

Managed all aspects of engineering design services for the construction of approximately 1.75 miles of new sidewalk in the City of Green Bay. The project was funded with a Transportation Alternative Program (TAP) grant, administered using Non-Traditional Transportation Project Implementation, and administered as a three-party contract with the City of Green Bay and WisDOT. Work included topographic survey, utility coordination, TLE & fee acquisition, sidewalk design, and ADA curb ramps. Specifically, prepared documents for and ran public involvement meeting as well as prepared the probable opinion of construction cost (engineer's estimate) for the project.

Wisconsin Department of Transportation – WI – Project Engineer:

Performed design services, cost estimating, and assisted with public involvement efforts for 12 WisDOT projects. Design work included erosion control, drainage and utilities, roadway plans & profiles, and cross sections for the projects, varying in length between 0.1 miles and 3.0 miles. Calculated probable opinion of construction cost (engineer's estimate) and performed construction close-out using "Field Manager."

Place de Douai, Kenosha, WI – Project Engineer:

Design services for the 18-acre public plaza including concrete paving, clay brick, landscaping, lighting and power distribution to vendor areas. An existing clock tower and water features were relocated to match the new plaza layout. Services included master planning, landscape architecture, civil engineering, site electrical engineering, and field services. Performed site/civil engineering including site demolition; storm sewer and water mains; permitting; grading and paving; stormwater management, and cost estimating.



Alexander Thill ASLA

LANDSCAPE/SITE DESIGNER

Having earned a Master's of Landscape Architecture, Alex brings a robust collection of site design and planning experience to the project team. He has been involved in a large breadth of design projects ranging from both urban and rural spaces, waterfront design, mixed use development, public park design, and master planning exercises. Specifically, he has been integral to the site design process on projects; evaluating options, proposing alternatives, and identifying ways that enhance the space for users and the environment. Having been in the profession almost ten years, Alex has the experience to help bring a project from concept to construction. Additionally, Alex currently serves as the Chapter President for the Wisconsin Chapter of the American Society of Landscape Architects.

PROJECT ROLE:

Landscape/Site Designer

EDUCATION

Master of Landscape Architecture, University of Minnesota-Twin Cities, Minneapolis, MN

Bachelor of Environmental Design, University of Minnesota-Twin Cities, Minneapolis, MN

AFFILIATIONS

American Society of Landscape Architecture (ASLA)

Wisconsin Chapter of the American Society of Landscape Architecture (WI ASLA)

PROJECT EXPERIENCE

Jaycee Park Master Plan, Sheboygan, WI – Landscape/Site Designer:

Provided conceptual design of a 37 acre park that provides recommendations to meet the needs of the community and surrounding region while being flexible enough to accommodate for change. The design process included a comprehensive inventory and analysis of existing conditions, public engagement, design alternatives, cost estimating and 3D illustrations to help the client and the community visualize proposed improvements, foster consensus and generate enthusiasm moving forward with phased implementation. The plan includes a multi-purpose park building, beach house, tiki hut, picnic shelter, council ring, perched beach, lake loop trail, ropes course, frisbee golf course, enhanced natural landscape areas, flexible lawn space and improved access to both Quarry Lake and the Pigeon River. The final plan not only reflects the needs and desires of the City's Department of Public Works, but the community as a whole.

Carpenter Preserve Re-Master Plan, Neenah, WI – Landscape/Site

Designer: Provided the City with an update to the Carpenter Preserve Master Plan. Work on the project included conducting a site analysis of the 102 acre preserve that evaluated not only its accessibility, but also its ecology. As part of the process, community workshops were held to gather feedback from residents. The feedback directly influenced program enhancements proposed within the final report. Some of the elements proposed included an elaborate network of upgraded walking trails and boardwalks, native restoration, creek restoration and realignment, nature overlooks and better accessibility for users. A phasing plan, combined with future land acquisition opportunities, and the potential location for restrooms rounded out the updated plan.

Riverside Park Master Plan, Medford, WI – Landscape/Site Designer:

The Riverside Park Master Plan was a reimagining of a small city owned parking lot along the Black River in downtown Medford. In an effort to expand public space in downtown, the City hired GRAEF to create the master plan, as well as facilitate a small community engagement session with the steering committee. The results of the engagement and master plan concluded in a vision that embraced the river, provided much needed green space in downtown, and created a catalyst for future development. Additionally, by eliminating approximately an acre of asphalt adjacent the river, the design helps mitigate runoff pollutants, as well as provides restorative shoreline habitat for birds and small insects. Part of the master plan included creating a cost estimate and implementation strategy. This strategy identified initial steps and possible funding partners to help get the construction phase of the project started.

SECTION 2: PROJECT UNDERSTANDING

PROJECT UNDERSTANDING & APPROACH

Located just one block from the core of St. Norbert College, Wilson Park firmly cements itself within the neighborhood as an asset in need of rejuvenation. Since the Covid pandemic of 2019, the need and want for sustainable, and ecologically significant green space has grown exponentially. In 2023, GRAEF collaborated with the City of De Pere to develop a master plan that highlighted passive recreational uses. Wilson Park's proximity to the campus provides an opportunity to incorporate pathways and seating areas, study and reflection spaces, memorial areas, native plant communities, and enhanced pedestrian connectivity and security for the neighborhood community and students traveling to and from campus.

The GRAEF team has experience developing and implementing similar park projects like this one. Based on our conceptual plan work for Wilson Park, we already have a well-rounded understanding of the project and overall expectations for its development. Our team's experience in developing technical design documents and providing bidding and construction oversight will ultimately culminate in the successful implementation of the design. We also understand the importance of timing and fiscal responsibility related to public and donated funds; thus, we will strive to align both design and construction services with the anticipated 2026 schedule and total project budget of approximately \$200,000.

Meetings and collaboration are an important part of this project. With the recent staffing turnover at St. Norbert College, it will be important to confirm the final design intent and adjust as necessary. It is assumed that most meetings can be virtual, though GRAEF believes it to be important to be physically present when necessary at Park Board meetings or when there are opportunities for public engagement. Otherwise, regular virtual check-ins and discussions between GRAEF, the City, and the Park Board will be important to keep the design intent accurate and cost effective.

PROJECT INITIATION AND KICKOFF

1. Kick off Meeting: The design team will participate in a kickoff meeting with City staff to review project goals, schedule and scope items, as well as concerns that may have risen regarding the site, concept plan, and/or cost estimates.
2. At the conclusion of the kickoff meeting, the design team will confirm the design intent with the Board of Park Commissioners, while simultaneously, if needed, reviewing sustainable, efficient, and/or cost saving strategies with the Board.
3. Site Base Map: GRAEF intends to use GIS data and contours to create the site base map in the most cost-effective manner. If the need for a topographic survey is determined during the design process, GRAEF will coordinate with the city to provide surveying services, which GRAEF has the in-house capability to do so. Digger's Hotline will be contacted to verify existing utilities, and the team will check for any easements or other conflicts that may affect the design.
4. GRAEF does not feel soil borings are currently necessary but can coordinate that effort with a trusted local contractor if the need arises.

PHASE I: TECHNICAL DESIGN

1. Construction Drawings: The GRAEF team will complete a full construction drawing package based on the conceptual park layout as affirmed at the Kickoff and Board of Park Commissioners review. The drawing package is anticipated to include but is not limited to:
 - a. Existing Conditions Plan
 - b. Demolition and Erosion Control Plan
 - c. Site Layout and Grading Plan
 - d. Utility Plan (anticipated water source shown in the conceptual plan)
 - e. Landscape Plan
 - f. Construction Notes and Details
2. Technical Specifications: Provide all required technical specifications to successfully complete the project. To conform with City standards, the team will use City of De Pere's standard specifications as required.

PROJECT UNDERSTANDING & APPROACH CONTINUED

3. Design Document Reviews: The design team will provide the city with two design review submittals, at approximately 50% and 95% completion. It is expected that comments will be provided by City staff, and updates to the design documents will reflect those comments prior to the next review and final submittal.
4. City and State Approvals: At the conclusion of the 95% review, comments will be addressed and the final design drawing package will be compiled in accordance with city, local and state required approvals.

PHASE II: PROJECT MANUAL AND BIDDING

1. At the time of final city, local and state approvals, technical specifications will be submitted, that the City of De Pere will use to develop the Project Manual.
2. For ease of bidding, GRAEF will provide a summary of quantities and provide an opinion of probable construction costs.
3. City staff will advertise and post the project on the City's "Quest" account.
4. The GRAEF team will assist the City of De Pere throughout the bidding process by helping to evaluate pre-qualified bidders, actively answering questions that arise during the bidding process, preparing addenda (if necessary), and evaluating bids for completeness.

PHASE III: AWARDING OF BID

1. GRAEF will be active in the selection of a contractor and provide a recommendation to the Board of Park Commissioners and Common Council.

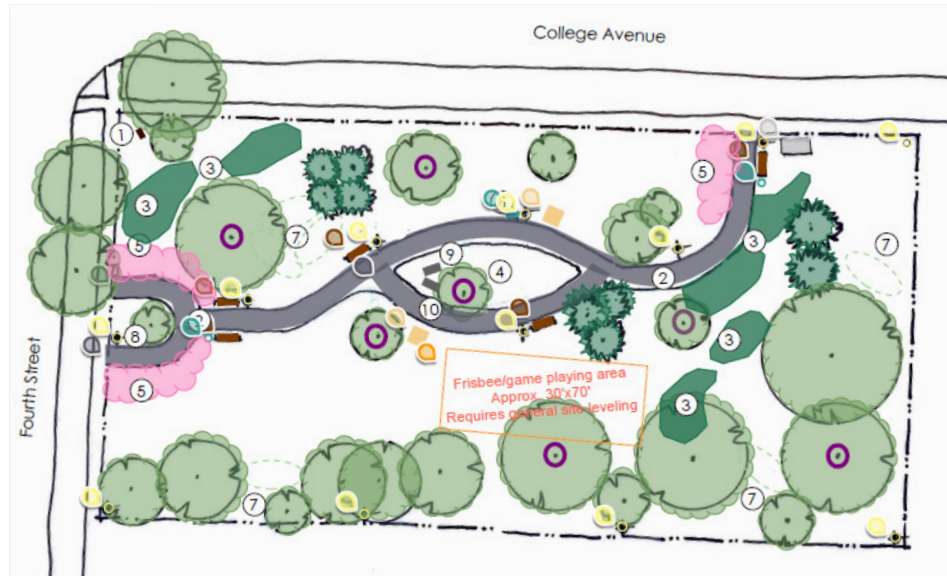
PHASE IV: CONSTRUCTION OVERSIGHT AND ADMINISTRATION

1. Once a contractor is selected, GRAEF will coordinate with them to provide an outline of budget and a timeline for construction.
2. Shop drawings, change orders, pay requests, and other submittals or RFIs will be reviewed in a timely manner to ensure deadlines and schedules are met.
3. To ensure accuracy of design during construction, construction staking services will be included in the scope of services provided by the selected survey team. Else, the contractor will stake the project from the engineering design files.
4. Construction Site Visits: GRAEF will provide approximately two weekly site visits at significant milestones or work effort (such as material verification, utility coordination, etc.) during the construction process to ensure adherence to the project manual. A project timeline showing the engineer's anticipated construction schedule (to be verified by the selected contractor) can be found later in this proposal. Site visits will include a photography log of current progress and site conditions.
5. In coordination with the construction site visits, one of the two weekly meetings can consist of the contractor, GRAEF, and the City of De Pere, reviewing progress and addressing any concerns.
6. Punchlist development, close-out documentation, and warranty-period services will be provided by GRAEF, as needed.

GRAEF understands the importance of maintaining momentum to allow for 2026 construction and will actively manage all design and construction submittals and field decisions to avoid delays and to minimize costs. The design timeline assumes coordination will occur with the Board of Park Commissioners on regularly scheduled meetings the third Thursday of the month. If intermittent meetings can be scheduled, there is an opportunity to potentially accelerate the design process.

SECTION 3: SIMILAR PROJECTS

PROJECT EXPERIENCE



WILSON PARK MASTER PLAN

DE PERE, WI

GRAEF supported the City of De Pere in 2023 by preparing the initial conceptual design for Wilson Park. A small group of our designers collaborated with the City of De Pere to develop the conceptual design for Wilson Park. Our team prepared multiple conceptual site plan options illustrating potential improvements to the existing park, which were presented to the Parks Board for review and feedback. Based on the Board's comments, we refined the concepts and produced a final plan accompanied by a preliminary cost estimate. This early visioning effort established the framework for the park's passive-use character and provides a clear foundation for advancing the project into detailed design.

Services Provided: Master Planning, Landscape Architecture, Public Engagement

PROJECT EXPERIENCE



HYDRO PARK

KAUKAUNA, WI

For ten years, Kaukauna Utilities worked with FERC to secure a new license for upgrades to the Badger Hydro Plant, located within the Badger Hydro-Electric Historic District. As part of the licensing requirements, KU redeveloped the former Badger facility and sections of the decommissioned power canal, including the creation of a new community park. Designed to honor the area's hydroelectric history, the park incorporates elements from the Historic Resources Management Plan.

GRAEF collaborated with KU, the City, and the public to create a schematic master plan, conducting multiple stakeholder workshops for input. Redevelopment included filling a portion of the power canal, building a new retaining wall, and preserving exposed limestone canal walls as historic features. The park supports community events of all sizes and includes riverfront pedestrian enhancements,

native landscaping, improved parking and accessibility, and two circular gathering plazas. Each plaza features a wood deck pathway symbolizing the Fox River, with engraved granite markers noting power plants (north plaza) and locks and dams (south plaza). Additional amenities include custom wood and limestone seating, digital kiosks, an outdoor performance pavilion, restored turbine propeller display, decorative lighting, and bird houses along the river channel.

Services Provided: Structural, Mechanical, Plumbing/Fire Protection, Civil/Site, Municipal Engineering, Landscape Architecture, Architecture

PROJECT EXPERIENCE



MICHAEL J WALSH PLAZA

DE PERE, WI

The James Street project involved the design of a new public space and the reconstruction of one block of roadway through the central business district of De Pere. The project goals were to create a special place that could be used by visitors and downtown employees; improve the quality of the pedestrian amenities; provide improved pedestrian and vehicular circulation; and reconstruct the public utilities, roadway, and sidewalk.

The site of a memorable fountain that was past repair, the project involved stakeholder and public engagement to plan for the future use and goals of this space. The direction for the design was to create a space for use by individuals and small groups, for things like a lunch break, cup of coffee, or small musical performance.

The existing mature honey locust trees created beautiful dappled shade and the intent was to retain the trees

and provide seating against the backdrop of the historic landmark Union Hotel. A more activated space at the east end of the site is connected by an allée of trees in grates and flexible seating. The east-end plaza contains a custom water wall-style fountain at one end and a custom kinetic wind wall sculpture at the other, both with coordinated color-changing LED lights.

Design and engineering tasks included: topographic survey, design presentations and summaries, coordination with utilities, public and stakeholder meetings. The project scope included the public space design and a full street reconstruction: conceptual design and public engagement through construction documents.

Services Provided: Electrical, Civil/Site Engineering, Landscape Architecture

PROJECT EXPERIENCE



GATEWAY PLAZA PARK

NEENAH, WI

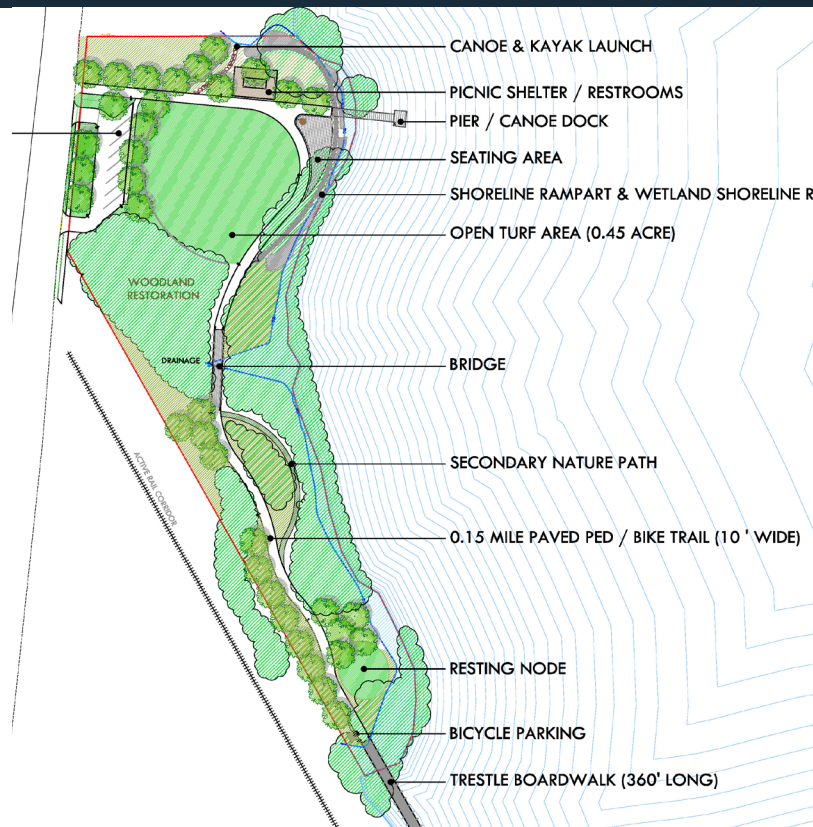
This new centerpiece of downtown Neenah is designed to be the predominant gathering spot in the business district as well as a gateway into the expanded Neenah park and trail system. A unique entry court with kinetic art is designed to draw in views while screening undesirable views.

The “wind walls” are large kinetic sculpture that have reflective qualities similar to “The Bean” in Chicago, using the wind to create movement and light. Light can be projected onto the sculpture’s surface to change colors, themes, and messages. Each wind wall is flanked with tall fescues and adjacent seating that creates “art coves,” allowing for independent viewing and meditation of changing art and sculpture.

The large pedestrian plaza is designed for large group gathering while serving as fire access for existing and future adjacent buildings. The center of the plaza includes in-ground “dance chimes” allowing people to make music or play with the interactive piece. The rear of the plaza is anchored with a bosque of cypress creating a natural buffer into the park system. The cypress were selected to create an outdoor room that changes throughout the seasons. The plaza includes a permanent (70-foot white spruce) holiday tree that allows for seasonal variety

Services Provided: Site/Civil, Structural, Electrical Engineering, Landscape Architecture

PROJECT EXPERIENCE



HERB & DOLLY SMITH PARK

NEENAH, WI

Herb and Dolly Smith Park demonstrates the successful transformation of a once blighted area into a popular community recreational asset. The park is located on the site of a former fueling station and undeveloped area on the shores of Little Lake Butte des Morte.

The waterfront park offers amenities to suit many types of outdoor recreation enthusiasts including walking paths with wildlife viewing areas and a canoe and kayak launch with ADA accessibility. Spaced periodically along the shoreline are swinging contemplation benches that draw those interested in a relaxing, peaceful moment. An attractive park shelter and recreation area was designed around a green space and offers open-air picnic space available for events and festivities.

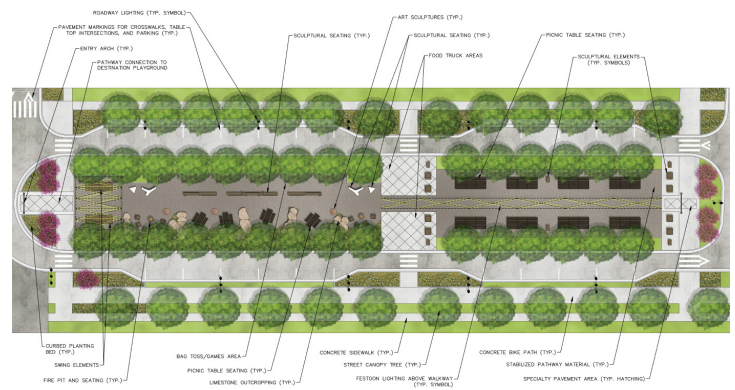
A central point of interest is the paved bicycle and pedestrian path that makes up part of the Loop the Little Lake

recreational trail; a 3.5-mile loop that links Neenah, Menasha, and the Village of Fox Crossing. In order to avoid sensitive areas and meet ADA accessibility guidelines, this section of the 'Loop' includes a ravine crossing and a 390-foot-long timber boardwalk across the mouth of the Neenah Slough.

GRAEF performed full hydraulic design for the boardwalk structure, ensuring that it meets state navigational and flood control requirements and carefully designed around existing creeks and wetlands, while restoring forested areas. Invasive plants were removed and native plants and tall grass prairies were planted.

Services Provided: Civil, Structural, Mechanical, Plumbing/ Fire Protection Engineering, Landscape Architecture

PROJECT EXPERIENCE



JBS DEVELOPMENT SITE

GREEN BAY, WI

When JBS Foods donated nearly 26 acres of land to Green Bay in April 2021, the city quickly identified opportunities for the site. With the end goal being a development that embraces the multi-cultural and multi-generational composition of the existing surrounding neighborhoods and greater Green Bay. Conveniently located adjacent to the community anchor Salvation Army Kroc Center, Imperial Pride neighborhood, and commercial activity on Highway 141/Main Street, opportunities seemed limitless. GRAEF was retained in late 2022 to help identify opportunities, assign priorities, and bring community stakeholders together to develop a conceptual design of the site.

Key conceptual elements include connectivity to existing adjacent destinations and neighborhoods, destination park with diverse elements for all ages, community center and

urban farming, active streets and medians, equal priority for bikes, pedestrians, and vehicles, and a variety of land uses focusing on a housing mix.

With conceptual design complete, GRAEF was further retained and also completed design development and construction documentation. Construction is currently underway for the recreational features and the housing units.

Services Provided: Civil, Structural, Mechanical, Plumbing/ Fire Protection Engineering, Landscape Architecture

SECTION 4: REFERENCES



REFERENCES

GRAEF has a strong history of working with cities, villages, and counties, providing multidisciplinary consulting services that support both small-scale and large-scale municipal initiatives. These references highlight our commitment to public-sector clients and our understanding of the unique needs and processes of local government.

VILLAGE OF LITTLE CHUTE

John McDonald
Director of Parks, Recreation & Forestry
920 / 423 3868
john@littlechutewi.org

CITY OF GREEN BAY

Dan Ditscheit
Director of Parks, Recreation & Forestry
920 / 448 3381
dan.ditscheit@greenbaywi.gov

WINNEBAGO COUNTY

Adam Breest
Park & Expo Director
920 / 232 1961
abreest@winnebagocountywi.gov

VILLAGE OF ASHWAUBENON

Rex Mehlberg
Director of Parks, Recreation & Forestry
920 / 492 2331
rmehlberg@ashwaubenon.gov

CITY OF NEENAH

Michael Kading
Director of Parks & Recreation
920 / 886 6062
mkading@neenahwi.gov

SECTION 5: PROJECT TIMELINE

PROJECT TIMELINE


Wilson Park Technical Design, Bidding and Construction Oversight - Proposed Design Schedule																																				
2026																																				
GRAEF	February				March					April					May					June					July				August				September			
	2/2	2/9	2/16	2/23	3/2	3/9	3/16	3/23	3/30	4/6	4/13	4/20	4/27	5/4	5/11	5/18	5/25	6/1	6/8	6/15	6/22	6/29	7/6	7/13	7/20	7/27	8/3	8/10	8/17	8/24	8/31	9/7	9/14	9/21	9/28	
A	Phase I: Technical Design																																			
A-1	Project Kick-off Meeting																																			
A-2	Meeting with Park Board on Sustainable/Cost Saving Strategies																																			
A-3	Investigation of Sustainable/Cost Savings Strategies																																			
A-4	Design Development Drawings / Spec / Cost Opinion																																			
A-5	GRAEF/City Review Meeting on DD Drawings/Spec/Cost																																			
A-6	Construction Drawings / Specifications / Cost Opinion																																			
A-7	GRAEF/City Review Meeting on CD Drawings/Spec/Cost																																			
A-8	Submit to City/State for Building and Plan Review/Approval																																			
A-9	Revise Drawings/Specifications As Needed per Review Comments																																			
A-10	Final Updates to Construction Cost Opinion																																			
A-11	Final Plan Approval from Park Board - 5/21 meeting																																			
B	Phase II: Project Manual and Bidding																																			
B-1	Obtain and Review City of De Pere Front End and Standard Specifications																																			
B-2	Edit City Front End Specifications As Appropriate for Bidding																																			
B-3	Submit Full Project Manual to City for Review																																			
B-4	GRAEF/City Review Meeting on Draft Project Manual																																			
B-5	Revise Project Manual per City Comments																																			
B-6	GRAEF/City Final Review of Project Manual/Bidding Documents																																			
B-7	City to Post Bidding Documents to QuestCDN and Assist with Public Notices																																			
B-8	Print/Provide Hard Copy and PDF Bidding Documents to City																																			
B-9	Review Bidder Pre-Qualifications Submittals and Provide Comment to City																																			
C	Phase III: Awarding of Bid																																			
C-1	Project Out to Bid / Pre-Bid Meeting / Addenda																																			
C-2	Bid Opening																																			
C-3	Review / Tabulate Bids																																			
C-4	Recommendation / Selection of Contractor																																			
C-5	City to approve Contract at Park Board and Common Council - 7/16 & 7/21 meetings																																			
D	Phase IV: Construction Oversight and Administration																																			
D-1	PreConstruction Conference																																			
D-2	Construction - Anticipated three weeks (Must be confirmed by selected contractor)																																			
D-3	Weekly Onsite Inspection and Meetings (4 Hrs per Week Budgeted)																																			
D-4	Weekly Progress Meetings																																			
D-5	Punch List Walk-Through																																			
D-6	Confirm Completion of Punch List																																			
D-7	Shop Drawing Review																																			
D-8	Review of RFI's																																			
D-9	Process Change Orders																																			
D-10	Process Payment Requests																																			
D-11	Close Out meeting with Contractor and City																																			

KEY	
Team Task	■
City Action Required	■

SECTION 6: FEE

FEE SCHEDULE

PROPOSED FEE SCHEDULE

Contact Information	
Company Name	GRAEF
Company Address	116 S. Adams Street, Suite 201, Green Bay, WI 54301
Company Representative	Christine Pichler
Email Address	Christine.Pichler@graef-usa.com
Phone Number	920.405.3833
Signature:	

Wilson Park Design, Bidding and Construction Oversight	
Item	Fee
Technical Design	\$11,700
Bid Administration (See manual. City will develop bid packet and advertise.)	\$1,600
Construction Oversight Pre-con meeting, on-site visits, pay requests, change orders, final walk through, and warranty work	\$6,200
Total Fee	\$19,500

Please list any items not listed in the scope of services and fees/costs associated with those items below.

Item	Fee

CITY OF DE PERE MEMO



To: Common Council
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: March 3, 2026

RE: Recommendation from the Board of Park Commissioners to approve the proposal from Graef Consulting for \$19,500 to provide design and construction oversight of the Wilson Park renovation project.

The Board of Park Commissioners, at the February 19, 2026, meeting, approved the proposal from Graef Consulting for \$19,500 to provide design and construction oversight of the Wilson Park renovation project. The motion was approved unanimously with a 4-0 vote.

Summary: Staff sent out a request for proposal to consultants regarding the design and construction oversight of Wilson Park renovation. We put out an ad along with doing several direct email notifications to consultants. Unfortunately, we only received one proposal which happened to be from Graef who did the original conceptual design. The bid/proposal includes a fee for technical design, Bid Administration, and construction oversight of the project. City Staff will do the assembly and posting of the bid.

The project budget is \$200,000 which includes a \$100,000 donation from the Nelson Family Fund.

Staff Recommendation: Accept bid/proposal from Graef Consulting in the amount of \$19,500.



Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: Development Services
FROM: Peter Schleinz, City Planner/Zoning Administrator
SUBJECT: Resolution #26-15 Authorizing Partial Release of Utility Easement (Parcel ED-875; 224 North Wisconsin Street).
RECOMMENDED ACTION: Motion to approve.

On February 23, 2026, Plan Commission unanimously recommended approval by a vote of 6-0.

ATTACHMENTS:

Reso26-15, Partial Release of a portion of Public Utility Easement - ED-875, Partial Release of a portion of Public Utility Easement - ED-875-ATT, Partial Release of a portion of Public Utility Easement - ED-875-WPS, Exhibit and Legal Description - 06 Feb 2026, PC Report, Application and Supporting Documents - 05 Feb 2026

RESOLUTION #26-15

AUTHORIZING PARTIAL RELEASE OF UTILITY EASEMENT
(Parcel ED-875; 224 North Wisconsin Street)

WHEREAS, a public utility easement was established in 1986 by Volume 17 Certified Survey Maps, page 81, Brown County Map No. 3206 located, in part, on 224 North Wisconsin street southeast from North Wisconsin Street and William Street intersections for use by the City, WPS and Wisconsin Telephone Company, n/k/a AT&T; and

WHEREAS, the City, as the present owner of the real property identified as Parcel ED-875 has requested that a 14-foot by 20-foot portion of the utility easement be vacated as it is no longer being used by any of the three utilities and its release will facilitate planned future development on such property; and

WHEREAS, it has been determined that the release of the unused portion of this easement is warranted and will promote the continuing construction of the public parking structure in this area; and

WHEREAS, the Plan Commission has reviewed such release of utility easement, determined said easement is not necessary for City purposes, and recommends approval of releasing the same.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to execute the Partial Release of Easement as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of March, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/23/2026

Document Number
PARTIAL RELEASE OF UTILITY EASEMENT

The **City of De Pere**, a Wisconsin municipal corporation, hereby releases its rights, title and interest under a 14-foot by 20-foot portion of the certain public utility easement affecting the real property specifically described as follows:

Part of Lot 1, Volume 17 of Certified Survey Maps, Page 81, Map Number 3206, Document Number 1101810, being part of Private Claim 32, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the northwest corner of said Lot 1; thence S89°22'19"E, 120.08 feet on the north line of said Lot 1 to the west line of an existing utility easement, the POINT OF BEGINNING; thence continuing S89°22'19"E, 14.00 feet on said north line to the east line of said utility easement; thence S00°37'41"W, 20.00 feet to the south line of lands described in Document Number 3114840; thence N89°22'19"W, 14.00 feet on said south line to said west line; thence N00°37'41"E, 20.00 feet on said west line to the Point of Beginning. Said described lands contains 280 Square Feet (0.006 Acres) of land more or less.

As shown and dimensioned on the map attached hereto as Exhibit A showing the area to be discontinued.

Signed this _____ day of _____, 2026.

This space is reserved for recording data

Return to
 Joanne Bungert
 City Attorney
 City of De Pere
 335 South Broadway
 De Pere, WI 54115

Parcel Identification Number/Tax Key Number

Part of ED-875

CITY OF DE PERE
 By:

 Kimberly T. Flom, City Manager

 Carey E. Danen, City Clerk

State of Wisconsin)
) ss.
 Brown County)

This instrument was acknowledged before me on this ____ day of _____, 2026, by the above-named Kimberly T. Flom, City Manager and Carey E. Danen, City Clerk.

 (Signature, Notary Public, State of Wisconsin)

 (Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: _____
 (Date Commission Expires)

(SEAL)

This document was drafted by Attorney Joanne Bungert

Document Number
PARTIAL RELEASE OF UTILITY EASEMENT

Wisconsin Bell Inc., d/b/a AT&T - Wisconsin, a Wisconsin corporation, hereby releases its rights, title and interest under a 14-foot by 20-foot portion of the certain public utility easement affecting the real property specifically described as follows:

Part of Lot 1, Volume 17 of Certified Survey Maps, Page 81, Map Number 3206, Document Number 1101810, being part of Private Claim 32, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the northwest corner of said Lot 1; thence S89°22'19"E, 120.08 feet on the north line of said Lot 1 to the west line of an existing utility easement, the POINT OF BEGINNING; thence continuing S89°22'19"E, 14.00 feet on said north line to the east line of said utility easement; thence S00°37'41"W, 20.00 feet to the south line of lands described in Document Number 3114840; thence N89°22'19"W, 14.00 feet on said south line to said west line; thence N00°37'41"E, 20.00 feet on said west line to the Point of Beginning. Said described lands contains 280 Square Feet (0.006 Acres) of land more or less.

As shown and dimensioned on the map attached hereto as Exhibit A showing the area to be discontinued.

Signed this _____ day of _____, 2026.

This space is reserved for recording data

Return to
 Joanne Bungert
 City Attorney
 City of De Pere
 335 South Broadway
 De Pere, WI 54115

Parcel Identification Number/Tax Key Number

Part of ED-875

WISCONSIN BELL, INC. D/B/A AT&T - WISCONSIN
 By:

Printed Name/Title: _____

Printed Name/Title: _____

State of Wisconsin)
 _____ County) ss.

This instrument was acknowledged before me on this ____ day of _____, 2026, by the above-named _____ and _____.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: _____

(Date Commission Expires)

(SEAL)

This document was drafted by Attorney Joanne Bungert

Document Number
PARTIAL RELEASE OF UTILITY EASEMENT

Wisconsin Public Service Corporation, a Wisconsin corporation, hereby releases its rights, title and interest under a 14-foot by 20-foot portion of the certain public utility easement affecting the real property specifically described as follows:

Part of Lot 1, Volume 17 of Certified Survey Maps, Page 81, Map Number 3206, Document Number 1101810, being part of Private Claim 32, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the northwest corner of said Lot 1; thence S89°22'19"E, 120.08 feet on the north line of said Lot 1 to the west line of an existing utility easement, the POINT OF BEGINNING; thence continuing S89°22'19"E, 14.00 feet on said north line to the east line of said utility easement; thence S00°37'41"W, 20.00 feet to the south line of lands described in Document Number 3114840; thence N89°22'19"W, 14.00 feet on said south line to said west line; thence N00°37'41"E, 20.00 feet on said west line to the Point of Beginning. Said described lands contains 280 Square Feet (0.006 Acres) of land more or less.

As shown and dimensioned on the map attached hereto as Exhibit A showing the area to be discontinued.

Signed this _____ day of _____, 2026.

This space is reserved for recording data

Return to
Joanne Bungert
City Attorney
City of De Pere
335 South Broadway
De Pere, WI 54115

Parcel Identification Number/Tax Key Number

Part of ED-875

WISCONSIN PUBLIC SERVICE CORPORATION
By:

Printed Name/Title: _____

Printed Name/Title: _____

State of Wisconsin)
) ss.
_____ County)

This instrument was acknowledged before me on this ____ day of _____, 2026, by the above-named _____ and _____.

(Signature, Notary Public, State of Wisconsin)

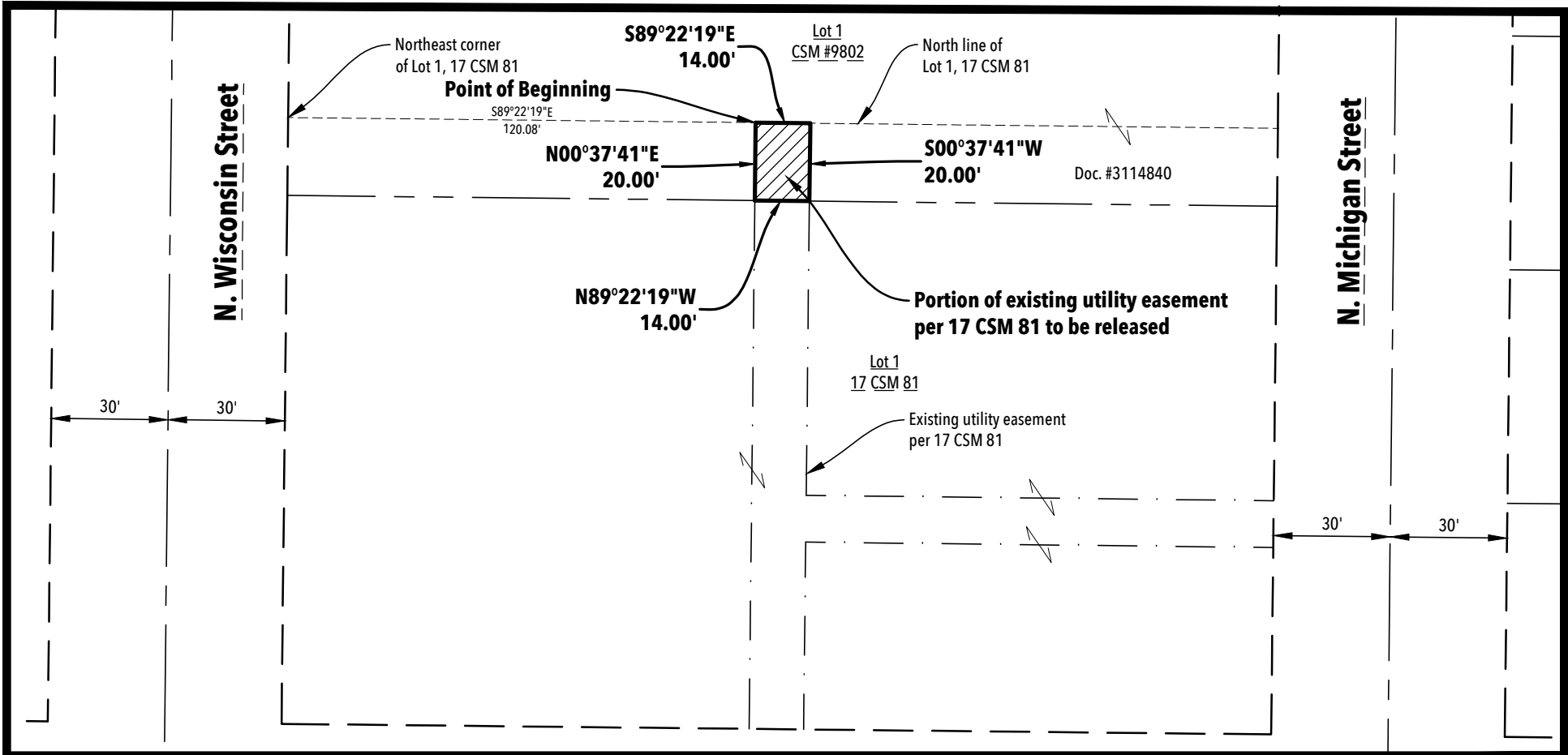
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: _____

(Date Commission Expires)

(SEAL)

This document was drafted by Attorney Joanne Bungert

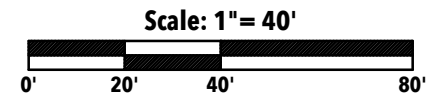


EASEMENT RELEASE LEGAL DESCRIPTION

Part of Lot 1, Volume 17 of Certified Survey Maps, Page 81, Map Number 3206, Document Number 1101810, being part of Private Claim 32, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the northwest corner of said Lot 1; thence S89°22'19"E, 120.08 feet on the north line of said Lot 1 to the west line of an existing utility easement, the POINT OF BEGINNING; thence continuing S89°22'19"E, 14.00 feet on said north line to the east line of said utility easement; thence S00°37'41"W, 20.00 feet to the south line of lands described in Document Number 3114840; thence N89°22'19"W, 14.00 feet on said south line to said west line; thence N00°37'41"E, 20.00 feet on said west line to the Point of Beginning.

Said described lands contains 280 Square Feet (0.006 Acres) of land more or less.



Bearings are referenced to the Brown County Coordinate System. The north line of Lot 1, 17 CSM 81 bears S89°22'19"E.



R:\0400\0404\0404511\dwg\404511_Easement Release.dwg

EXHIBIT 'A'

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

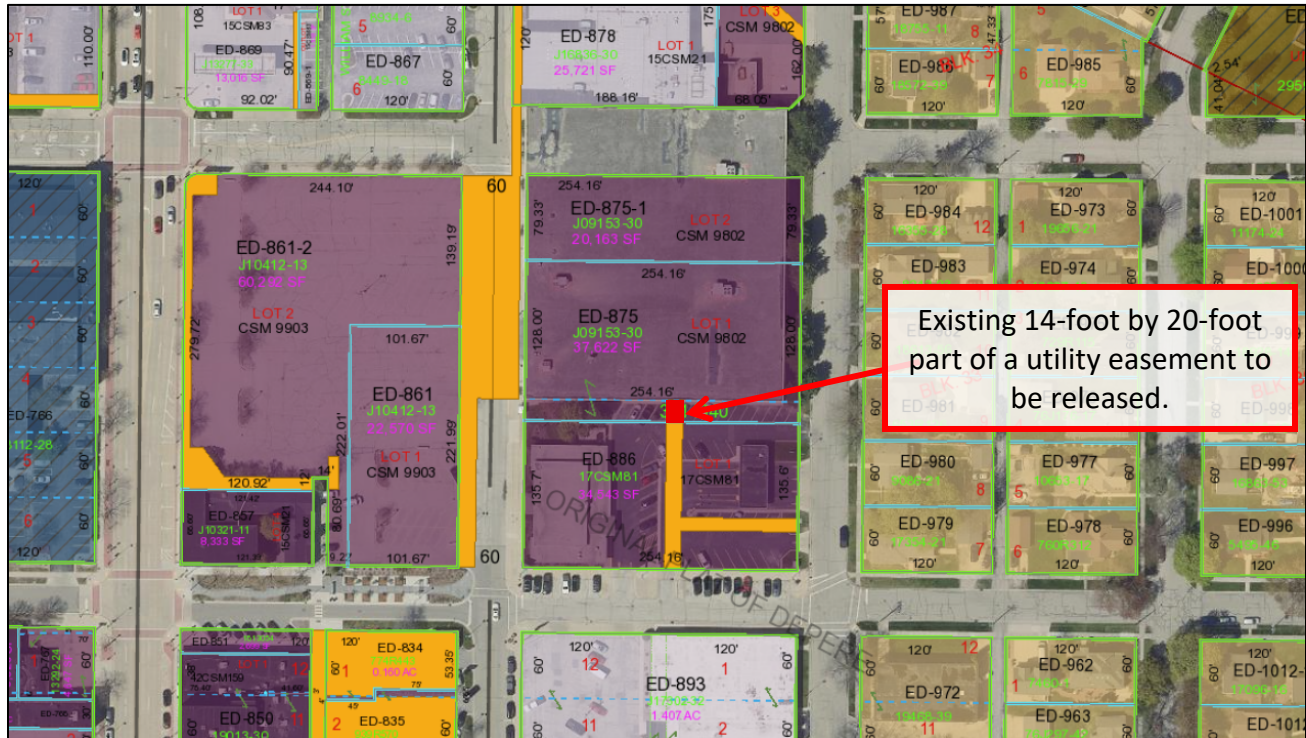


CITY OF DE PERE
 Development Services
 335 S. Broadway St.
 De Pere, Wisconsin 54115
 Office (920) 339-4043

Date: 2/6/2025
 REL Job #: 404511
 Exhibit Sheet 1 of 1

Consideration and possible action on the release of a 14-foot by 20-foot part of a utility easement at the south end of 224 N Wisconsin ST (Parcel ED-875).*

SITE MAP



REQUESTED ACTION: Release of a utility easement (File ER 26-01).

Note: The utility easement is for use by the City, WPS, and Wisconsin Telephone Company (now AT&T) only.

COMMON DESCRIPTION: 224 N Wisconsin ST, southeast from the N Wisconsin ST and William ST intersection.

ZONING: MX1 (Downtown Mixed Use District).

SURROUNDING LAND USES: Developing mixed-use (MX1) to the north, south, and west. One-unit residential (R2-45) to the east.

COMPREHENSIVE PLAN: Commercial.

APPLICANT/OWNER:	<u>Applicant</u>	<u>Property Owners</u>
	City of De Pere	City of De Pere
	335 S Broadway ST	335 S Broadway ST
	De Pere, WI 54115-2593	De Pere, WI 54115-2593

LAND USE HISTORY: The site was developed for retail sales use in the 1980's and demolished in 2024.

STAFF REVIEW: Summary
The existing utility easement was created in 1986 for use by the City, WPS, and Wisconsin Telephone Company (now AT&T) only. The part that is proposed for release is on city-owned property and unused.

Details

The City of De Pere is requesting the easement release of a 14-foot by 20-foot part of a utility easement at the south end of 224 N Wisconsin ST. The purpose for the new easement is twofold:

1. The subject area is not used by any of the three above-referenced utilities that are permitted to use the easement.
2. If the easement area remains as is, the unused easement will be under a public parking garage structure that is under construction.

If the unused part of the easement is released, a proposed development can more easily occur in the area.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the release of a 14-foot by 20-foot part of a utility easement at the south end of 2224 N Wisconsin ST and forwarding the recommendation to the Common Council for a final decision. The final easement language will be subject to the final approval of the City Attorney's office.



Planning/Zoning Application

Submitted On:

Feb 5, 2026, 05:19PM EST

Planning & Zoning Department

Parcel Number: (Include ALL parcels)	ED-886, ED-875, ED-886
Nearest property address to the project site:	Street Address: 206-224 N Wisconsin ST City: De Pere State: WI Zip: 54115
Check each project type that is being applied for:	Easement
Current De Pere Zoning Districts:	MX1
Existing Site Land Uses:	Commercial
Proposed Site Land Uses:	Commercial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a pre-consultation meeting?	Yes
Property Owner:	First Name: City of De Pere Last Name: City of De Pere
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 335 S Broadway ST City: De Pere State: WI Zip: 54115
Property Owner's Phone Number:	9203394043
Property Owner's Email Address:	pschleinz@deperewi.gov
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Peter Last Name: Schleinz
Authorized Representative's Business Name:	City of De Pere

Authorized Representative's Address:	Street Address: 335 S Broadway ST City: De Pere State: WI Zip: 54115
Authorized Representative's Phone Number:	9203394043
Authorized Representative's Email Address:	pschleinz@deperewi.gov
Is this project creating a new easement or releasing an existing easement?	Easement Release
Please attach an EXHIBIT MAP with the easement boundary.	Exhibit Map Sample - 05 Feb 2026.pdf
Please attach a WORD DOCUMENT with the boundary legal description and a description about why the easement change is needed.	Exhibit Map Sample - 05 Feb 2026.pdf
How do you plan on paying for your application?	City is the petitioner
Total Due:	\$375.00
Property Owner or Authorized Representative Signature	<p>First Name: Peter Last Name: Schleinz Email Address: pschleinz@deperewi.gov</p>  <p>Signed at: February 5, 2026 5:19PM America/New_York</p>
User's Session Information	216.56.64.34, Referrer URL



City of De Pere, Wisconsin

9.C

Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: Development Services
FROM: Peter Schleinz, City Planner/Zoning Administrator
SUBJECT: Resolution #26-16 Authorizing Release of Utility Easement (Parcel ED-1164-R-32-2; Lebrun Street).
RECOMMENDED ACTION: Motion to approve.

On February 23, 2026, Plan Commission unanimously recommended approval by a vote of 6-0.

ATTACHMENTS:

Reso26-16, Release of Easement City of De Pere-ED-1164-R-32-2, Exhibit A (X-2451), PC Report, Easement Vacation Letter, City of De Pere Public Works, De Pere, Lebrun Street

RESOLUTION #26-16

AUTHORIZING RELEASE OF UTILITY EASEMENT
(Parcel ED-1164-R-32-2; Lebrun Street)

WHEREAS, a 12' public utility easement was established in 2018 by Volume 63 Certified Survey Maps, page 786, Brown County Map No. 8996 along the 1900 Block of Lebrun Street located east from its intersection with Castlen Street at the city limits; and

WHEREAS, the owner of the real property identified as Parcel ED-1164-R-32-2 has requested that the utility easement be vacated to facilitate planned future development on such property, and, in addition, this easement was created when the adjacent cul-de-sac bulb was initially dedicated to the public and pending approval of a corresponding right-of-way discontinuance currently in process, the easement would no longer be needed; and

WHEREAS, it has been determined that the release of the unused portion of this easement is warranted and will make development of a proposed multi-unit building in the area possible; and

WHEREAS, the Plan Commission has reviewed such release of utility easement, determined said easement is not necessary for City purposes, and recommends approval of releasing the same.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to execute the Partial Release of Easement as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of March, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/23/2026

Partial Release of Easement

Document Number

Document Title

City of De Pere, Brown County, Wisconsin, hereby releases its rights under that certain public utility easement affecting the following described real property, said public utility easement being recorded in the office of the Register of Deeds for Brown County, Wisconsin.

A twelve foot wide public utility easement located within part of Lot 1, Volume 63, Certified Survey Maps, Page 786, Map Number 8996, Document Number 2846758, Brown County Records, located in Private Claim 29, East Side of the Fox River, City of De Pere, Brown County, Wisconsin.

See Exhibit "A"

Recording Area

Name and Return Address

Vierbicher Associates Inc.
400 Security Blvd
Green Bay, WI, 54313

ED-1164-R-32-2

Parcel Identification Number

*Sign above and print name and title below

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2026, the above-named:

to me known as the person(s) who executed the foregoing instrument and acknowledge same.

Drafted by:

Nathan Kovacic
Vierbicher Associates Inc.
400 Security Blvd.
Green Bay, WI 54313

*Notary Signature

*Notary Printed Name

Notary Public, Brown County, Wisconsin
My Commission Expires: _____

* Names of persons signing in any capacity must be typed or printed below their signature.

250171







EXHIBIT "A"

PART OF LOT 1, VOLUME 63, CERTIFIED SURVEY MAPS, PAGE 786, MAP NUMBER 8996, DOCUMENT NUMBER 2846758, BROWN COUNTY RECORDS, LOCATED IN PRIVATE CLAIM 29, EAST SIDE OF THE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

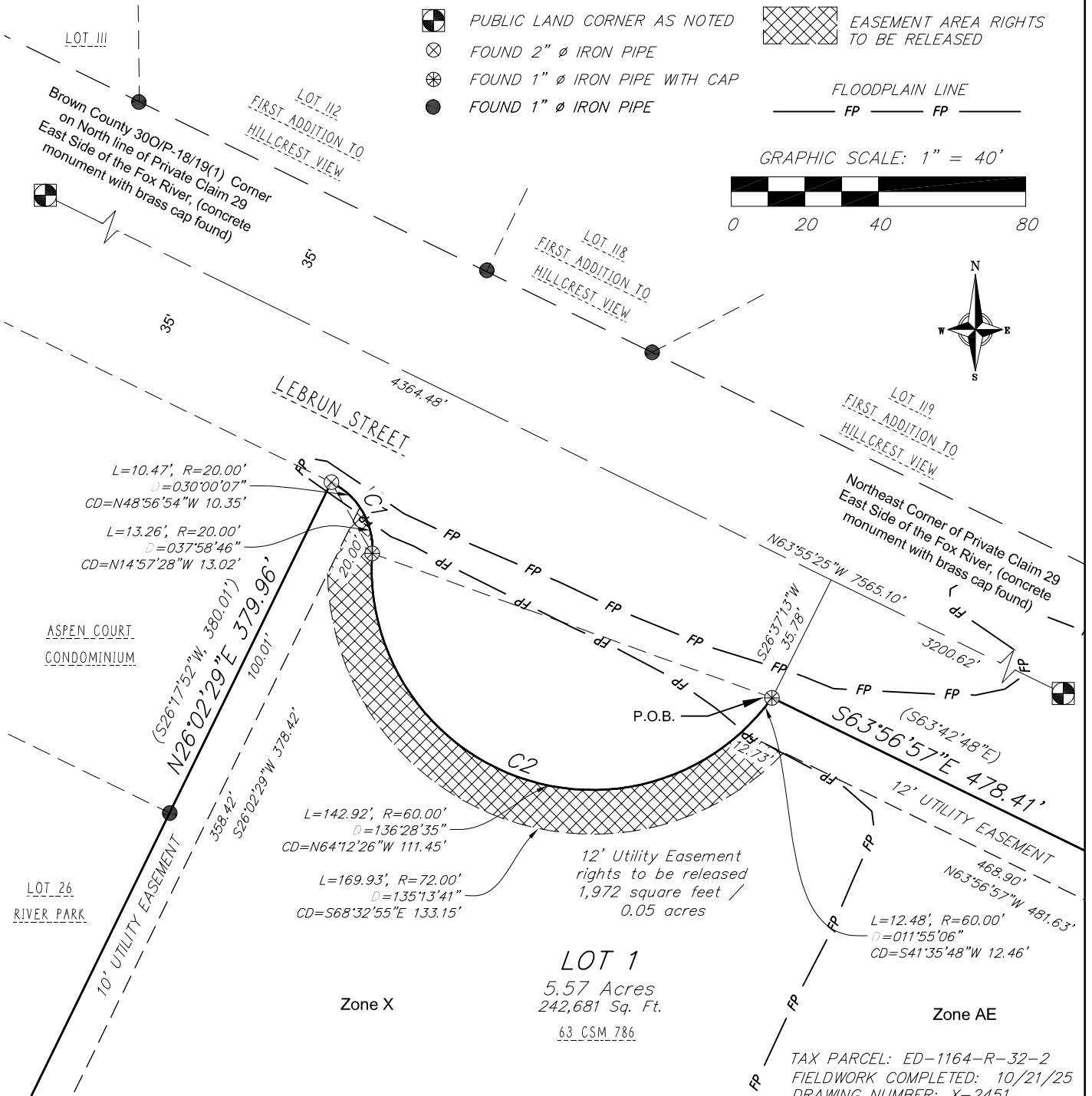
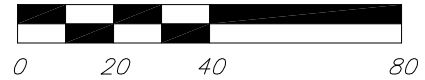
Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
C1	23.73'	20.00'	22.36'	S29°57'31"E	67°58'53"	S63°56'57"E & S04°01'56"W
C2	155.40'	60.00'	115.46'	S70°09'54"E	148°23'41"	S04°01'56"W & N35°38'15"E

SURVEY LEGEND

-  PUBLIC LAND CORNER AS NOTED
-  FOUND 2" ϕ IRON PIPE
-  FOUND 1" ϕ IRON PIPE WITH CAP
-  FOUND 1" ϕ IRON PIPE
-  EASEMENT AREA RIGHTS TO BE RELEASED
-  FLOODPLAIN LINE
FP FP

GRAPHIC SCALE: 1" = 40'



LOT 1
5.57 Acres
242,681 Sq. Ft.
63 CSM 786

TAX PARCEL: ED-1164-R-32-2
FIELDWORK COMPLETED: 10/21/25
DRAWING NUMBER: X-2451



Job #: 250171
Date: 02/18/2026
Rev: -----
Drafted By: NKOV
Checked By: MLON

EASEMENT EXHIBIT
RELEASE OF 12' UTILITY EASEMENT

SHEET
1 OF 2

EXHIBIT "A"

PART OF LOT 1, VOLUME 63, CERTIFIED SURVEY MAPS, PAGE 786, MAP NUMBER 8996, DOCUMENT NUMBER 2846758, BROWN COUNTY RECORDS, LOCATED IN PRIVATE CLAIM 29, EAST SIDE OF THE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

EASEMENT RELEASE AREA DESCRIPTION

Part of Lot 1, Volume 63, Certified Survey Maps, Page 786, Map Number 8996, Document Number 2846758, Brown County Records, located in Private Claim 29, East Side of the Fox River, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northeast Corner of Private Claim 29, East Side of the Fox River; thence N63°55'25"W, 3200.62 feet along the North line of said Private Claim 29; thence S26°37'13"W, 35.78 feet to a corner of Lebrun Street, also being a Northwesterly corner of said Lot 1, Volume 63, Certified Survey Maps, Page 786, Map Number 8996, Document Number 2846758, Brown County Records; thence 12.48 feet along the South right of way of Lebrun Street, also being the a Northerly line of said Lot 1 being the arc of a 60.00 foot radius curve to the right whose long chord bears S41°35'48"W, 12.46 feet to the Point of Beginning; thence continuing 142.92 feet along said South right of way, also being the a Northerly line of said Lot 1 being the arc of a 60.00 foot radius curve to the right whose long chord bears N64°12'26"W, 111.45 feet to a Northwesterly corner of said Lot 1; thence 13.26 feet along said South right of way, also being the a Northerly line of said Lot 1 and the arc of a 20.00 foot radius curve to the left whose long chord bears N14°57'28"W, 13.02 feet; thence S26°02'29"W, 20.00 feet; thence 169.93 feet being the arc of a 72.00 foot radius curve to the left whose long chord bears S68°32'55"E, 133.15 feet; thence N63°56'57"W, 12.73 feet to the Point of Beginning.

Easement release area contains 1,972 square feet / 0.05 acres more or less.
Easement release area subject to easements and restrictions of record.



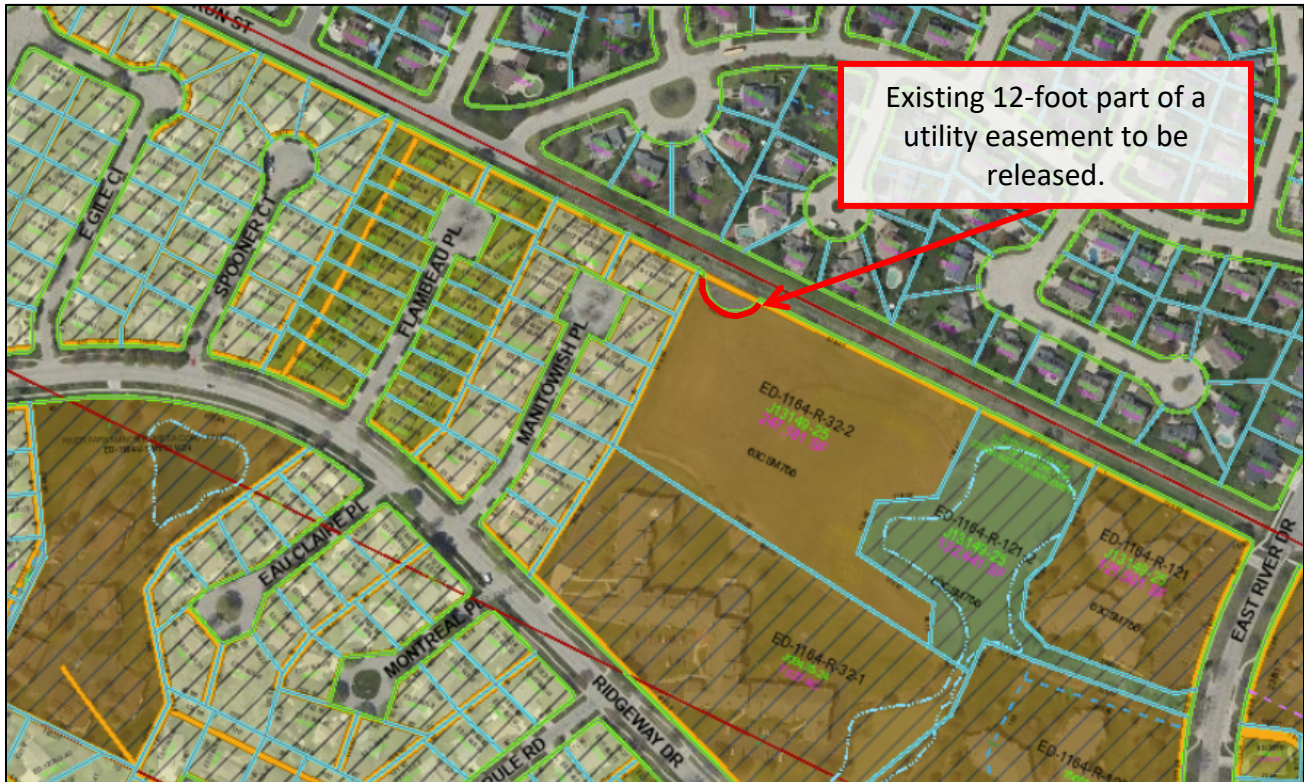
Job #: 250171
Date: 02/18/2026
Rev: -----
Drafted By: NKOV
Checked By: MLON

EASEMENT EXHIBIT
RELEASE OF 12' UTILITY EASEMENT

SHEET
2 OF 2

Consideration and possible action for the release of a 12-foot wide part of a utility easement at 1900 BLK Lebrun ST (Parcel ED-1164-R-32-2).*

SITE MAP



- REQUESTED ACTION:** Release of a utility easement (File ER 26-02).
- COMMON DESCRIPTION:** 1900 BLK Lebrun ST, located east from the Lebrun ST and Castlen ST intersection at the city limits.
- ZONING:** The right-of-way is adjacent to RM-2 (Multi-Unit [7+ units] District).
- SURROUNDING LAND USES:** Existing multi-unit residential (RM-2) to the south.
Stormwater management pond (CON PDD) to the east.
Two-unit residential R2-60 PDD development to the west.
Village of Allouez one-unit residential development to the north.
- COMPREHENSIVE PLAN:** Multi-Family Residential.
- APPLICANT/OWNER:**
- | | |
|----------------------------------|-----------------------|
| <u>Authorized Representative</u> | <u>Property Owner</u> |
| Tyler Jorgensen | Gregg Slusarek |
| Slusarek Construction | 2815 Country Club CT |
| 14331 Velp AV | Green Bay, WI 54313 |
| Suamico, WI 54173 | |
- LAND USE HISTORY:** The site has been undeveloped since the 1938 air photographs.

STAFF REVIEW:

Summary

The existing utility easement was created in 2018 as part of CSM #8996, when the adjacent cul-de-sac bulb was dedicated to the public. The right-of-way discontinuance of the cul-de-sac bulb will be reviewed by Plan Commission on February 23, 2026. The easement is no longer needed if the right-of-way discontinuance is approved.

Details

The property owner is requesting the release of the 12-foot-wide part of a utility easement at 1900 BLK Lebrun ST. The purpose for the release is twofold:

1. The utility easement is no longer needed in the existing location of the right-of-way is discontinued.
2. If the easement area remains as is, the easement will be under a proposed multi-unit building that is proposed for development.

If the unused part of the easement is released, a proposed development can more easily occur in the area.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the release of a 12-foot-wide part of a utility easement at 1900 BLK Lebrun ST and forwarding the recommendation to the Common Council for a final decision. The final easement language will be subject cul-de-sac street discontinuance, and the final approval of the City Attorney's office.



400 Security Blvd | Suite 1 | Green Bay, Wisconsin 54313
Phone: 920-434-9670 | vierbicher.com

February 18th, 2026

Re: Easement Right Release of a 12' Utility Easement
0 Ridgeway Drive, De Pere, WI 54115
Tax Parcel No.: ED-1164-R-32-2

City of De Pere Public Works

To Whom It May Concern:

Vierbicher Associates, Inc., representing Gregg Slusarek, is requesting a formal release of rights for a twelve-foot-wide public utility easement located along the North line of Lebrun Street and the Northerly line of Lot 1, Volume 63, CSM Page 786 (Map No. 8996, Doc. No. 2846758), Brown County Records. The specific area for vacation is detailed in the attached Exhibit A. To facilitate this project, we kindly request that your institution execute and notarize the enclosed legal document. Please note that a replacement easement will be dedicated via a new Certified Survey Map upon the vacation and attachment of the Lebrun Street Northerly extension

1.) Do you have utilities in these public utility easements as shown on the enclosed survey map?

YES____ NO____

2.) Will you allow us to vacate these public utility easements?

YES____ NO____

Signature: _____

What utility/s do you represent: _____

I have included an easement release form. If you have the ability to sign for the release of this easement, please do so on the enclosed document, have it notarized, and return to me. Please sign this information in BLACK ink.

Sincerely,

Nathan Kovacic,
Survey Technician



Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: Development Services
FROM: Peter Schleinz, City Planner/Zoning Administrator
SUBJECT: Resolution #26-17 Regarding the Vacation of a Portion of a Public Thoroughfare (right-of-way discontinuance at 1900 BLK Lebrun ST adjacent to Parcel ED-1164-R-32-2) - Refer for Public Hearing.
RECOMMENDED ACTION: Motion to approve.

On February 23, 2026, Plan Commission unanimously recommended approval by a vote of 6-0.

ATTACHMENTS:
Reso26-17-Intro, Mayor-CC Lebrun Vacation Intro3-3-26, PC Report, Application and supporting documents - 23 Jan 2026

RESOLUTION #26-17

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(Right-of-Way Discontinuance at 1900 Block Lebrun Street Adjacent to Parcel ED-1164-R-32-2)

WHEREAS, the City of De Pere has initiated the vacation and discontinuance of a portion of public thoroughfare in accordance with the requirements of Wis. Stats. § 66.1003(4)(a); and

WHEREAS, the public interest may require the vacation of said right-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on _____, 2026 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The following described right-of-way at the 1900 Block of Lebrun Street, located east from the Lebrun Street and Castlen Street intersection, adjacent to Parcel ED-1164-R-32-2, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Part LeBrun Street, being located in part of Private Claim 29, east side of the Fox River, City of De Pere, Brown County, Wisconsin.

Beginning at the Northwest corner of Lot 1, volume 63, certified survey maps, page 786, map number 8996, document number 2846758, Brown County records; Thence S63°57'56"E, 133.00 feet along the extension of the south right of way of Lebrun Street; thence 155.40' along the arc of a 60 foot radius curve to the right whose long chord bears N70°09'54"W, 115.46 feet along the south right of way of Lebrun Street; thence 23.73 feet along the arc of a 20 foot radius curve to the left whose long chord bears N29°57'31"W, 22.36' along said right of way to the point of beginning.

Parcel contains 4,500 square feet / 0.103 acres, more or less.

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All existing utility easements and rights incidental thereto are being simultaneously released in connection with this vacation and no easement rights are being retained. Said public right-of-way to be vacated is as shown and dimensioned on the scale map attached hereto and incorporated by reference herein as Exhibit A.

Section 2. The City Clerk is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this resolution.

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 3rd day of March, 2026.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Review: 02/23/2026

CITY OF DE PERE MEMO



To: James G. Boyd, Mayor
Members of the Common Council

From: Joanne Bungert, City Attorney

Date: March 3, 2026 (meeting date)

RE: Resolution #26-17 Regarding the Vacation of a Portion of a Public Thoroughfare (right-of-way discontinuance at 1900 BLK Lebrun ST adjacent to Parcel ED-1164-R-32-2).

The statutory process for the City to initiate a public right-of-way vacation is a bit out of the ordinary. Since the City Council does not vacate a public way often, this memo is included to explain the process.

Under Wis. Stats. §66.1003, the City may initiate vacating a public way. This is done by the Council introducing the vacation resolution at a Council meeting. The matter is then set for public hearing, with the same resolution coming back before the Council for action at that public hearing, not less than 40 days from the introduction.

Therefore, the action to be taken at the March 3, 2026, meeting as to the above resolution is merely to determine that the public interest requires the vacation and refer the resolution forward for a public hearing. The resolution will then be placed on the Council agenda at the time of public hearing, at which time the merits of the vacation can be debated and acted upon.

If you have any questions regarding this process, please let me know.

JB

J:\Law\Memos\2026\Mayor-CC Lebrun Vacation Intro3-3-26.docx

Consideration and possible action for a right-of-way discontinuance at 1900 BLK Lebrun ST
(Adjacent to Parcel ED-1164-R-32-2).*

PROPOSED RIGHT-OF-WAY DISCONTINUANCE



REQUESTED ACTION:	Public Right-Of-Way Discontinuance Approval. <i>The proposal will remove a half of a cul-de-sac bulb from the south side of the right-of-way. The rest of the right-of-way remains.</i>		
COMMON DESCRIPTION:	1900 BLK Lebrun ST, located east from the Lebrun ST and Castlen ST intersection at the city limits.		
ZONING:	The right-of-way is adjacent to RM-2 (Multi-Unit [7+ units] District).		
SURROUNDING LAND USES:	Developing and existing multi-unit residential (RM-2) to the south. Stormwater management pond (CON PDD) to the east. Two-unit residential R2-60 PDD to the west. Village of Allouez one-unit residential to the north.		
COMPREHENSIVE PLAN:	Multi-Family Residential.		
APPLICANT / OWNERS	<table><tr><td><u>Authorized Representative</u> Tyler Jorgensen Slusarek Construction 14331 Velp AV Suamico, WI 54173</td><td><u>Property Owner</u> City of De Pere 335 S Broadway ST De Pere, WI 54115</td></tr></table>	<u>Authorized Representative</u> Tyler Jorgensen Slusarek Construction 14331 Velp AV Suamico, WI 54173	<u>Property Owner</u> City of De Pere 335 S Broadway ST De Pere, WI 54115
<u>Authorized Representative</u> Tyler Jorgensen Slusarek Construction 14331 Velp AV Suamico, WI 54173	<u>Property Owner</u> City of De Pere 335 S Broadway ST De Pere, WI 54115		

LAND USE HISTORY:

The right-of-way was built in the early 2000's.

STAFF REVIEW:

When reviewing a right-of-way vacation/discontinuance, staff utilizes the process identified in Wisconsin State Statutes 66.103 and 66.105. The role of the Plan Commission in the process is to determine if such a vacation/discontinuance is necessary and if so, recommend to the Common Council that the right-of-way be vacated/discontinued. The following are factors for consideration:

- The right-of-way will no longer be needed due to the street no longer being designed as a future cul-de-sac.
- The entire discontinued right-of-way will be attached to the adjacent Parcel ED-1164-R-32-2.

The discontinuance has been reviewed by the Development Services Department and Engineering staff. Conditions of approval added are listed at the end of this report.

REVIEW PROCESS:

The Common Council will review the Plan Commission recommendation twice, first as a resolution proposed for March 3, 2026, and then a public hearing and resolution proposed on April 21, 2026.

For right-of-way discontinuances, only adjacent property owners are notified of the proposed meetings because, per State Statutes, adjacent property owners have an objecting authority. For this request, there is one adjacent property owner. The adjacent property owner initiated and supports the discontinuance request. No other comments were received. The review process follows State Statutes requirements, which includes a Class III public hearing notification. There is not a 300-foot nearby neighbor notification requirement.

STAFF RECOMMENDATION:

Staff recommends APPROVAL and forwarding the discontinuance at 1900 BLK Lebrun ST to the Common Council for final approval with the following condition:

1. No easements are to be retained after the right-of-way is discontinued.



Planning/Zoning Application

Submitted On:

Jan 23, 2026, 02:29PM EST

Planning & Zoning Department

Parcel Number: (Include ALL parcels)	ED-1164-R-32-2
Nearest property address to the project site:	Street Address: 1901 Ridgeway Drive 1900 BLK Lebrun ST City: De Pere State: WI Zip: 54115
Check each project type that is being applied for:	<input checked="" type="checkbox"/> Right-of-way Discontinuance <input type="checkbox"/> Site Plan
Current De Pere Zoning Districts:	RM-2
Existing Site Land Uses:	Undeveloped/Vacant/Agricultural
Proposed Site Land Uses:	Residential
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a pre-consultation meeting?	Yes
Property Owner:	First Name: Gregg Last Name: Slusarek
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 14331 Velp Ave City: Suamico State: WI Zip: 54173
Property Owner's Phone Number:	920-434-2919
Property Owner's Email Address:	slusarekconstruction@gmail.com
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Tyler Last Name: Jorgensen
Authorized Representative's Business Name:	Slusarek Construction

Authorized Representative's Address:	Street Address: 14331 Velp Ave City: Suamico State: WI Zip: 54173
Authorized Representative's Phone Number:	920-434-2919
Authorized Representative's Email Address:	slusarekconstruction@gmail.com
Please attach an EXHIBIT MAP with the Right-of-way Discontinuance boundary.	Screenshot 2026-01-23 125958.png
Please attach a WORD DOCUMENT with the boundary legal description and a description about why the Right-of-way Discontinuance is needed.	Right of Way Discontinuance.docx
Please attach a PDF copy of the site plan.	NORFIELD PLANS.pdf Lighting Plan.pdf
Please attach a CAD copy of the property that shows the footprint of all hard, impervious surfaces. (Only one page needed, not the entire site plan.)	ARCHITECTURAL PLANS - Floor Plan - SITE PLAN.dwg
Would you like a basic checklist of information to include in the site plan?	Yes
How do you plan on paying for your application?	Online with a credit card
Total Due:	\$700.00

Signature Data	First Name: Tyler Last Name: Jorgensen Email Address: slusarekconstruction@gmail.com
-----------------------	--------------------------------------------------------------------------------------------

Tyler Jorgensen

Signed at: January 23, 2026 2:15pm America/New_York

User's Session Information

IP Address: 104.191.162.138

Referrer URL:

EXHIBIT



LeBrun Street vacation description

Part LeBrun Street, being located in part of Private Claim 29, east side of the Fox River, City of De Pere, Brown County, Wisconsin.

Beginning at the Northwest corner of Lot 1, volume 63, certified survey maps, page 786, map number 8996, document number 2846758, Brown County records; Thence S63°57'56"E, 133.00 feet along the extension of the south right of way of Lebrun Street; thence 155.40' along the arc of a 60 foot radius curve to the right whose long chord bears N70°09'54"W, 115.46 feet along the south right of way of Lebrun Street; thence 23.73 feet along the arc of a 20 foot radius curve to the left whose long chord bears N29°57'31"W, 22.36' along said right of way to the point of beginning.

Parcel contains 4,500 square feet / 0.103 acres, more or less.
Parcel subject to easements and restrictions of record.



Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: Development Services
FROM: Quasan Shaw, Community & Economic Development Specialist
SUBJECT: Resolution #26-18 Authorizing Agreement for Professional Services with SmithGroup (Downtown Master Plan Update).
RECOMMENDED ACTION: Motion to approve.

On February 23, 2026, Plan Commission unanimously recommended approval by a vote of 6-0.

ATTACHMENTS:

Reso26-18, SmithGroup2-26-26, Exhibit A-SmithGroup, Exhibit B-SmithGroup, 02232026
Memo to PC - Downtown Master Plan Consultant Recommendation, RDG, Studio GWA

RESOLUTION #26-18

AUTHORIZING AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF DE PERE AND SMITHGROUP
(Downtown Master Plan Update)

WHEREAS, the City is in need of an update to its current Downtown Master Plan, with the intention of combining the Downtown Master Plan with the City's Cultural District Master Plan into one document, streamlined and modernized into a usable document that is public-friendly; and

WHEREAS, SmithGroup has available and offers to provide personnel, professional assistance and equipment necessary to accomplish such services within the required timeframe, pursuant to the terms and conditions of the Professional Services Agreement attached hereto; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the Standard Agreement for Professional Services Between the City of De Pere and SmithGroup, as is attached hereto, subject to such changes and revisions as deemed necessary by the City Attorney.

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 3rd day of March,
2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 02/23/2026

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF DE PERE AND SMITHGROUP

Project: Downtown Master Plan Update

THIS AGREEMENT made and entered into this ___ day of _____, 2026, by and between the City of De Pere, a Wisconsin municipal corporation (“City”), and SmithGroup, a foreign corporation authorized to do business in Wisconsin (“Consultant”), collectively referred to as the parties.

WITNESSETH

WHEREAS the City is in need of qualified planning firms/project teams to provide an update to the City’s current Downtown Master Plan (“the Plan”) and to incorporate the Plan and City’s Cultural District Master Plan into one document, streamlined and modernized to a public-friendly, usable document; and

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

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

I. SCOPE OF WORK

The scope of work shall include all services and materials necessary to complete the project as fully described and specified in the December 12, 2025 City Request for Proposals (Exhibit A), and Consultant’s Proposal thereto dated January 30, 2026 (Exhibit B), both of which are attached hereto and incorporated herein by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant’s Proposal are incorporated into this Agreement unless such term is specifically included herein.

II. AMENDMENTS TO AGREEMENT

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

to be completed on time and expenses compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's proposal.

III. FEES

Total fees payable to Consultant shall not exceed the amount of \$79,500.00 for all services, materials, equipment and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement signed by both parties, approves additional fees/services in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

IV. SCOPE OF CONSULTING SERVICES

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

V. SCOPE OF CITY SERVICES

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

VI. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation in accordance with the compensation provisions described in Exhibit B, to be paid in a proportionate lump sum at the conclusion of the work for each phase of the project, Tasks 1-3. Payment to the Consultant is due in 30 days from the invoice date. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

VII. INDEMNIFICATION

Consultant hereby agrees to indemnify the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify the

City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

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

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

VIII. INSURANCE

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

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

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

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

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

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

C. BUSINESS AUTOMOBILE COVERAGE

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

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

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

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

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

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

IX. OWNERSHIP AND FORM OF DOCUMENTS

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

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

X. SAMPLES

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

XI. AUDITOR ACCESS

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

XII. CONFIDENTIALITY OF INFORMATION

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

XIII. DISPUTE RESOLUTION

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

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

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

XIV. ACCESS/UTILITIES

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

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

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

XV. SAFETY

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

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

XVI. TIME FOR COMPLETION

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

XVII. RESPONSIBILITY OF CONSULTANT

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

XVIII. NON-DISCRIMINATION

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

XIX. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

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

XX. SEVERABILITY

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

XXI. AUTHORITY

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

XXII. APPLICABLE LAWS AND JURISDICTION

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

XXIII. ENTIRE AGREEMENT

This Agreement, together with the City's Request for Proposals (dated December 12, 2025), Consultant's Proposal (dated January 30, 2026), the attachments appended hereto, and all documents, drawings, specifications, and instruments specifically incorporated herein and made a part hereof, shall constitute the entire Agreement of the parties.

XXIV. COMPLIANCE WITH LAWS

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

XXV. SUSPENSION OF WORK

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

XXVI. TERMINATION OF WORK

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

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

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

XXVII. NOTICES

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

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

If to Consultant: SmithGroup
Attn: Tom Rogers, PLA
Principal-in-Charge
44 East Mifflin Street; Suite #500
Madison, WI 53703

XXVIII. COUNTERPARTS

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

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

SMITHGROUP

CITY OF DE PERE, WISCONSIN

By: _____

By: _____

Kimberly T. Flom, City Manager

Name: _____

Its: _____

By: _____

By: _____

Carey E. Danen, City Clerk

Name: _____

Its: _____

DE PERE®



**REQUEST FOR PROPOSALS
Downtown Master Plan
City of De Pere, Wisconsin**

**Development Services
Department**

Issued: December 12, 2025

Proposals Due: January 30, 2026

City of De Pere – Request for Proposals
335 S. Broadway, De Pere, WI 54115
E: qshaw@deperewi.gov P: 920-339-2372

Exhibit A
1 of 10 | Page

INTRODUCTION AND SUMMARY

The City of De Pere, WI (City) seeks proposals from qualified planning individuals or project teams to prepare an update to the current Downtown Master Plan (Plan) previously adopted in 2011. The goal of the updated Plan is to incorporate the Downtown Master Plan, and the Cultural District Master Plan into one document. The City believes that a large majority of the content is still applicable in the Plan, but this process should update the Plan to retain, revise, renew, or remove the vision, goals, objectives, and policies that will guide the City’s decisions and will incorporate recently approved plans and studies. The process should also update the background information and demographics with the 2020 census information. Furthermore, the Plan should be streamlined to a much more public-friendly and usable document. To that end, the format of the document should be modernized and reformatted as appropriate and should utilize modern tables and graphics to the greatest extent possible. The City will consider proposals from qualified individuals and firms interested in providing services. Proposals must be received by the Development Services Department at City Hall, 335 S. Broadway, De Pere, WI 54115 no later than 4:00 p.m. on January 30, 2026.

A. COMMUNITY OVERVIEW

The approximately 25,000 people, who call the City of De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The city has two excellent school districts, an urban private college, a dynamic downtown, successful business parks, and safe neighborhoods served by ample parks and natural areas have resulted in



considerable loyalty and community pride among residents. The residences, businesses, and commercial areas are connected with a transportation and green space network that accommodates cars, bikes, and pedestrians. The beautiful Fox River is the focal point of the City Center and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining, and entertainment.

B. SCOPE OF WORK

The Plan should guide decisions affecting the physical development and redevelopment within the City. The process for the Downtown Master Plan Update will be critical to City success and must ensure that the final documents reflect the desired vision for the community as determined by appointed/elected officials, citizens, landowners, business leaders, and other stakeholders through community participation. The Plan shall be simplified guiding documents that reflect the community’s unique character and provide clear development goals. The Plan will help maintain collaborative and respectful relationships within the community and with surrounding neighbors and collaborative organizations.

Similar to the 2010 Downtown Master Plan and the 2018 Cultural District Master Plan, the City requests a vision plan for the Downtown subject to the following goals:

- Progressive, thoughtful, and contextually sensitive, while also being financially viable.
- Maximize pedestrian and bicycle mobility and connections.
- Elevate the role of the public realm, open spaces, and landscaping, particularly along the Fox River, Main Avenue, Reid Street, Broadway Street, and George Street.
- Identify opportunities and locations for public art.
- Specify optimal business types to create synergy from the Mulva Cultural Center.
- The plan may be broken into several streets or zones to differentiate between areas within the plan.
- Incorporate St. Norbert College's impact and vision into the planning process.

1. Downtown Master Plan Scope of Work

The planning individuals or project team selected will provide a range of municipal planning services required to update the City's Downtown Master Plan. The scope of work shall include but are not necessarily limited to:

- a) Project Management: Project Management includes effective coordination with staff, Common Council, and the Plan Commission. The project team will assist with the creation of a Downtown Master Plan Update Steering Committee to lead the process. Project management tasks shall include at a minimum the following:
 - i. Conduct an initial project management team meeting; including an immersion site tour to create a shared understanding of the project purpose, process, and schedule between the project team, the City, and the Steering Committee (see below).
 - ii. Conduct an initial stakeholder analysis by identifying key stakeholders, their issues, levels of involvement, and strategies for outreach.
 - iii. Prepare a project process roadmap: Prepare a guiding document for the project management team that lists the project phases, schedule of events/activities, and products on a timeline and assigns roles and responsibilities for each task.

- b) Assessment (Due Diligence and Background Research): Concurrent with the assessment phase of the Downtown Master Plan Update the process shall include a meeting with City staff to review the background to include at a minimum:
 - i. Review of current guiding documents (Comp Plan, Downtown Plan, Zoning Code, Main Street Guidelines)
 - ii. Property inventory and analysis
 - iii. Land Use and business mix inventory and analysis
 - iv. Utilities

- v. Existing Structures and conditions
 - vi. Environmental
 - vii. Economic/Market Analysis
 - viii. High-level financial pro forma for redevelopment areas
 - ix. Understanding of local development climate and construction costs
- c) STUDY AREA –Downtown Master Plan: The map located in Section L of this RFP illustrates the approximate study area for various elements of the Plan. See Section L of this RFP to view a detailed map.
- d) Vision and Design: Project team to conduct a 1–2-day charrette with key stakeholders to include at a minimum:
- i. Kick off with stakeholder group and review of assessment information.
 - ii. Discussion, facilitation, and agreement on a shared vision.
 - iii. Engagement efforts to work through each street/section.

e) Public Engagement

The City of De Pere values the participation of citizens in every stage of the decision-making process. Participation of citizens, landowners, business owners, appointed and elected officials, and other stakeholders throughout the community is paramount to the success of the Plan update; therefore, the City will place strong emphasis in the selection process on choosing a project team that has strong facilitation skills.

Steering Committee

The engagement process will include a steering committee that should meet regularly based on the proposed scope. The preliminary list of stakeholder representative groups is as follows:

- i. City of De Pere Resident(s)
- ii. Business Owners
- iii. Council Member(s)
- iv. Plan Commission Member(s)
- v. Park Board Member
- vi. Board of Public Works Member
- vii. Redevelopment Authority Member
- viii. De Pere Chamber
- ix. Definitely De Pere
- x. Historic Preservation Commission Member
- xi. St. Norbert College
- xii. City of De Pere Staff – Planning, Parks, Administration, Public Works/Engineering

Public Meetings/Focus Groups:

The project team may also utilize focus groups and open houses to elicit responses for specific visioning and strategies, and community surveys as a broad visioning tool. The process shall include at least two but no more than three open houses or focus group meetings to review the results of the planning process and the draft plan.

Staff Support:

The City has several staff members with significant experience in public engagement and expects to participate in the engagement process. The selected project team will be responsible for working with the staff to prepare the framework for the most impactful ways to obtain public participation. The project team will be responsible for organizing and then co-leading public events with City Staff. To assist with the project budget, the City anticipates being able to supply staff members to support virtual or in-person engagement efforts. Staff will also provide a graphic designer to prepare public meeting flyers and social media posts. Project team proposals should reflect these contributions.

- f) Plan Deliverables: The Plan deliverables shall include at a minimum:
- i. Summary of Due Diligence and Background Research.
 - ii. Summary of the engagement process and feedback.
 - iii. Economic analysis for the entire geographic area.
 - iv. Subarea Plan for the entire area – differentiated by zone. May include (but not be limited to):
 - a. Public Spaces
 - b. Design intent – possible design/material guidelines
 - c. New Buildings
 - d. Building height and massing recommendations
 - e. List of businesses/land uses that fit economically with the redevelopment plan and also create cultural synergy
 - v. Implementation Strategy that may include (but not limited to)
 - a. Regulatory recommendations
 - b. Incentive policy
 - c. Operational and programming recommendations

C. CITY RESPONSIBILITY

The Development Services Department will be responsible for administering the project and overseeing the project team's work on this project. Representatives from various City departments will review plans and other documents prepared by the project team. As stated above, the City has staff with significant experience in public engagement and expects to significantly participate in the engagement process. Staff also has a complete GIS Division that can lead or partake in the mapping process for each of the Plans.

D. SUBMITTAL QUESTIONS

All questions shall be submitted in written form to the contact information provided below by Friday, January 9, 2026. Answers will be provided, via the City website as a part of addenda to the RFP as they become available. Multiple addenda may be released. Please email questions to:

Quasan Shaw
Economic Development Planner
qshaw@deperewi.gov

E. PROPOSAL REQUIREMENTS

The City wishes to evaluate each proposal under the same uniform review standards. Proposals for this project should be organized in the following order and contain all of the following information: Respondent shall submit one (1) electronic copy in PDF format through the City's online portal linked below. In order to be considered, proposals must be received no later than 4:00 PM, Central Time, January 30, 2026.

[Economic Development / De Pere, Wisconsin \(deperewi.gov\)](https://www.deperewi.gov/Economic-Development/De-Pere-Wisconsin)

Proposals received after the deadline will not be accepted. Faxed, mailed, delivered, or emailed proposals will not be accepted. The City will not be responsible for any errors or omissions in the proposals or any delivery delays.

Proposals should include the following information, presented in a clear, comprehensive, and concise manner, to illustrate the project teams' capabilities and technical approach to the work. Each proposal must include the following information:

1. Title Page and/or Cover Letter. Show the proposal title, the name of the organization, address, telephone number(s), email address, name of the primary contact person, the date, and other relevant company information. Provide the name(s) of the person(s) authorized to make representations for your team, their title(s), address, email address, and telephone number(s). Include a list of contact information for any proposed sub-consultants and the work they will perform.
2. Statement of Qualifications. Brief introduction of the Project Team organization. Summary of your understanding of the project and why your team is best suited to complete the scope of work.
3. Key Staff. Identify the designated project manager or primary contact and key supporting staff. Include resumes for each of the individuals and identify any sub-Consultants.
4. Scope and Approach. State the services your team is proposing to provide. Describe the process and timeline that would be utilized to complete the project.
5. Schedule. Illustrate the Scope and Approach including a breakdown of tasks, timeline, meetings, deliverables, and task responsibility.
6. Experience and Examples. Describe your team's experience in the required areas of expertise, and its ability to provide the services needed for the City. Include at least three examples in the

last five years. List a minimum of three references related to similar work; references matching the three examples are preferred but not required.

7. Cost. Provide a fee computation broken down by the major tasks listed for the project. Include the maximum fee not to be exceeded for the services to be rendered.

Failure to complete the above documentation may be grounds to declare an RFP non-responsive and the City may reject the statement of qualifications in whole or in part.

F. EVALUATION CRITERIA

Proposals will be evaluated based on the overall approach, team experience and qualifications, budget, organizational structure, methodology, schedule and fit with the City of De Pere. Proposals will be evaluated according to the following:

1. **Project Methodology and Scope (20 points)**. Evaluation of the proposed approach, including clarity of scope, methodology, and alignment with project objectives.
2. **Team Qualifications and Expertise (20 points)**. Assessment of the credentials and capabilities of the project team, with emphasis on the project manager's experience and proven ability to successfully execute all project components.
3. **Relevant Experience and Case Studies (20 points)**. Review of the team's past performance on similar projects, including specific examples that demonstrate relevant expertise and successful outcomes.
4. **Comprehension of Project Requirements (20 points)**. Demonstrated understanding of the tasks, deliverables, and expectations associated with the project.
5. **Budget and Cost Proposal (15 points)**. Evaluation of the proposed budget, including cost-effectiveness, transparency, and alignment with the scope of work.
6. **Proposal Presentation and Design Quality (5 points)**. Consideration of the overall professionalism, organization, and visual appeal of the submitted proposal.

G. SELECTION PROCESS

The Project Team selection process will involve the following primary steps.

1. Proposal Review. The proposal review will be based on a comparative assessment and scoring of each document in accordance with the Evaluation Criteria. The City will then select one or more finalist Project Teams to advance in the selection process. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposing teams, or to allow corrections of errors or omissions. The City reserves the right to verify any information contained in proposals.
2. Interviews. The City will determine whether interviews are needed, or it may make a selection based on the proposals alone. If determined necessary by the City, the finalist teams will be requested to present their experience, proposed approaches, and personnel in an interview to members of the City's selection team and/or City Council. (Further interview instructions will be provided to the selected finalist team(s).) The City will then review the presentation(s) and select a team to advance in the process.

3. Steering Committee and Plan Commission Review. Based on the results of the selection process, the City’s selection team will recommend to the Plan Commission and the Common Council for approval. The final contract must also be approved by the Common Council.
4. Award of Contract. The City will enter into negotiations with a team based on the City’s selection team recommendations. Negotiations will be conducted beginning with the team ranked first. If a contract that is satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award will be made to that team. Otherwise, negotiations with the team ranked first will be formally terminated and negotiations conducted with the team ranked second, and so on until a contract can be negotiated at a fair and reasonable price. The City reserves the right to reject any and all proposals submitted.

H. BUDGET

The City has budgeted \$80,000 for this project. This funding is considered sufficient to accomplish the defined scope with assistance from the City in engagement and mapping. Proposals should provide a work plan that best meets the above objectives and scope including all travel and incurred costs. The proposal should also illustrate additional items that could be out of budget but feel would be a benefit to the project.

I. TENTATIVE TIMELINE

The following is the conceptual timeline for the process (subject to change):

Release of Request for Redevelopment Proposal	December 12, 2025
Written questions submitted to gshaw@deperewi.gov	January 9, 2026
Reponses to questions available	January 16, 2026
Submission deadline by 4:00 p.m.	January 30, 2026
Follow Up Information and Interviews (if needed)	February 10, 2026
Presentation of Proposal(s) to Plan Commission	February 23, 2026
Recommendation to Common Council	TBD

J. MISCELLANEOUS AND GENERAL PROVISIONS

1. **Non-Discrimination Statement:** The City of De Pere does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.
2. **Rejection of Proposals:** The City reserves the right to reject any or all proposals, to divide responsibilities among one or more applicants or firms, to waive formalities, and to select the individual or firm which, in the City's sole judgment, can best perform the scope of services required.
3. **Withdrawal of Proposals:** the proposer upon submission of a written request may withdraw Proposals.
4. **Ownership of all data, material, and documentation** originated and prepared for the City pursuant to the RFP shall belong to the City and be subject to public inspection in accordance with the Freedom of Information Act (FOIA). Trade secrets or proprietary information

- submitted by the Project Team shall not be subject to public disclosure under (FOIA) unless otherwise required by law or a court.
5. The City is not liable for any costs incurred by any Project Team in connection with this RFP or any response by any Project Team to this RFP. The expenses incurred by a Project Team in the preparation, submission, and presentation of the proposal are the sole responsibility of the Project Team and may not be charged to the City, regardless of whether or not a Project Team's Proposal is ultimately selected by the City for completion of the work detailed in this RFP.
 6. Each Project Team should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or specifications to be provided to the City under this RFP is subject to negotiations with the successful Project Team, and final approval of the City.
 7. The Project Team shall maintain, during the life of the Agreement, public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages that may arise from the performance of work under the Agreement.

K. De Pere Resource Links

City of De Pere: <https://www.de-pere.org/>

Comprehensive Plan, Downtown Master Plan, Cultural District Master Plan Historic Neighborhood Preservation Plan: <https://www.de-pere.org/egov/apps/document/center.egov?view=item&id=730>

Zoning Code (Chapter 14):

https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR

Business Districts:

https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR_ARTVIIBUDI

General Requirements:

https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR_ARTXGERE

Design & Development Standards:

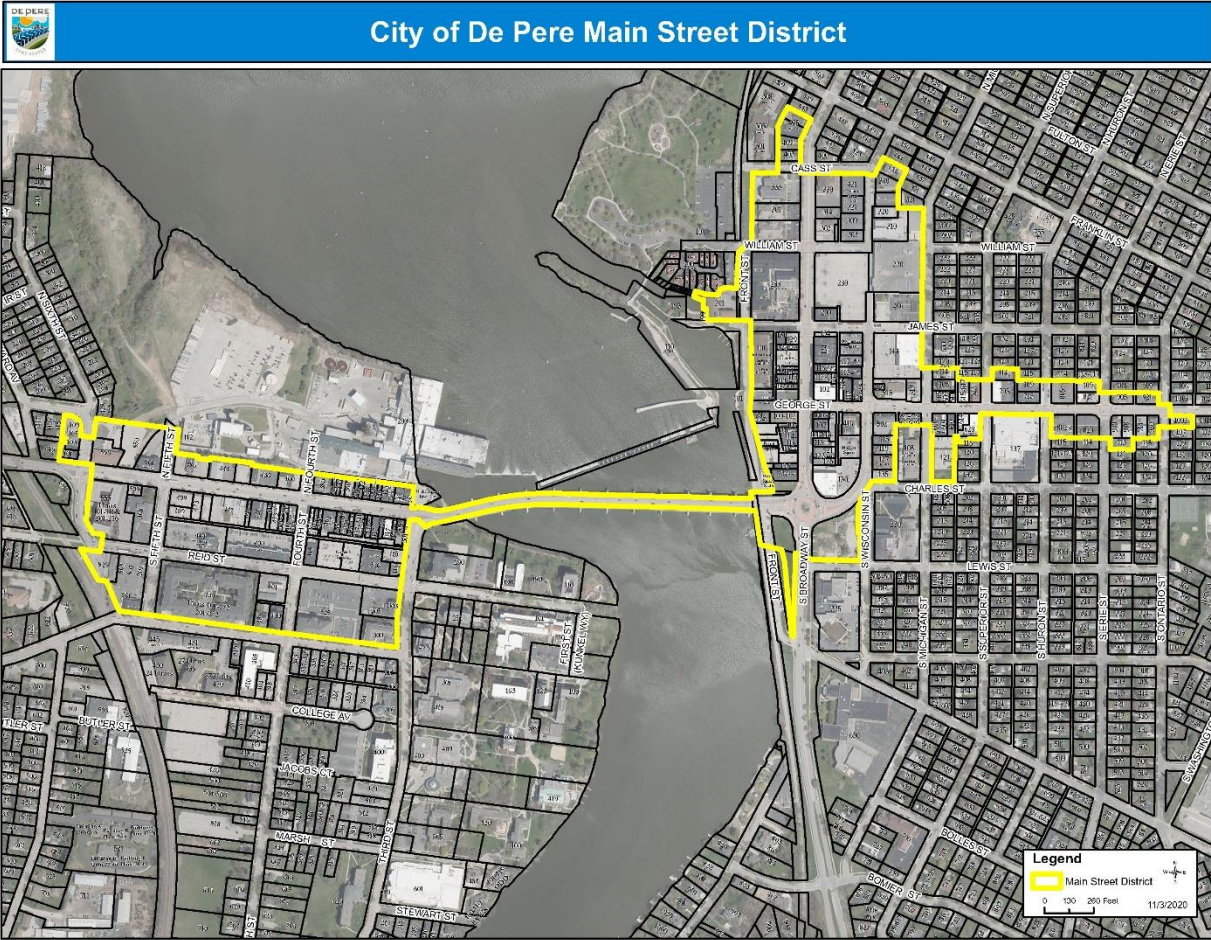
https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR_ARTXIIDEDEST

De Pere Municipal Ordinance: https://library.municode.com/wi/de_pere/codes/code_of_ordinances

De Pere Chamber: <http://deperechamber.org/>

Definitely De Pere: <http://definitelydepere.org/>

L. STUDY AREA



CITY OF DE PERE MEMO



To: Plan Commission
From: Quasan Shaw, Economic Development Planner
Date: February 23, 2026

RE: **Consideration and possible action on the award of contract for Downtown Master Plan Update to SmithGroup***

Summary

The City seeks to prepare an update to the current Downtown Master Plan (Plan) previously adopted in 2011. The goal of the updated Plan is to incorporate relevant sections of the existing Downtown Master Plan, and the Cultural District Master Plan, current Comprehensive Outdoor Recreation Plan, Wayfinding Plan, Parking Study, into one document. The City believes that a large majority of the content is still applicable in the Plan, but this process should update the Plan to retain, revise, renew, or remove the vision, goals, objectives, and policies that will guide the City's decisions and will incorporate recently approved plans and studies. The process should also update the background information and demographics with the 2020 census information 2024 housing study. Furthermore, the Plan should be streamlined to a much more public-friendly and usable document. To accomplish this task, the Plan Commission recommended staff progress with a Request For Proposal (RFP) to seek a consultant team to assist City with the plan creation process.

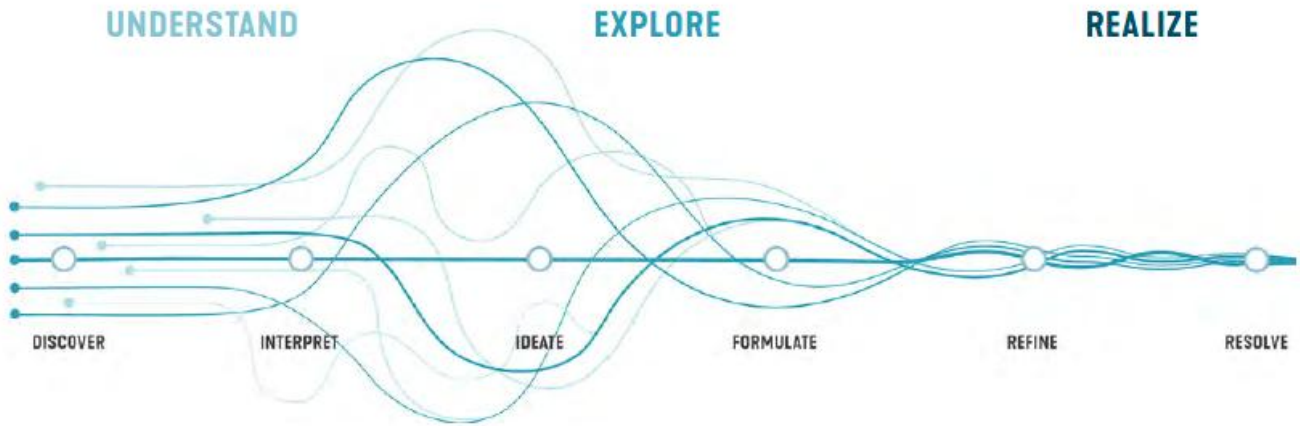
The City posted the RFP for distribution in December 2025. The City received eleven total RFP responses, and the selection committee spent early February reviewing the responses. The following individuals were members of the selection committee, Development Services Director Daniel Lindstrom, Senior Planner/Zoning Administrator Peter Schlein, Tina Quigley, Executive Director of Definitely De Pere, Brenda Busch, Citizen, Plan Commission Member and Economic Development Planner Quasan Shaw. The selection committee narrowed the proposals down to six and then rereviewed to narrow the list to the three final proposals to progress to the interview process. After interviewing the top three firms: Studio GWA, RDG, and SmithGroup, the selection committee unanimously recommends SmithGroup for the project. The selection committee believed the proposed project approach, experience with the City of De Pere, proposed engagement methods, and staffing would be the best fit for this project and the City of De Pere. Please note, SmithGroup was also the lead consultant on the Comprehensive Plan and Cultural District Master Plan. SmithGroup completed their portion of the Comprehensive Plan Update and City staff spent 2025 amending the final plan and attempting to collect additional public engagement.

Budget

The RFP identifies a maximum budget assigned to the project of \$80,000 for both plans. Respondents are requested to provide a proposed completion timeline. The City included the expenses in the 2025 TID Budgets and would be split between TIDs No. 7, 9, and 18. These items are included in the Department 2026 rollover request.

Timeline

To capitalize on momentum, SmithGroup proposes a 6-month timeline for the project that will integrate public engagement throughout the planning process. A representative timeline diagram is included below and full proposal is attached.



Staff Recommendation

Staff recommends approval of the SmithGroup for the Downtown Master Plan Update as outlined in the RFP and forward the recommendation to the Common Council for approval.



City of De Pere, Wisconsin

10.A

Request for Common Council Action

MEETING DATE: March 3, 2026
DEPARTMENT: Police
FROM: Jeremy Muraski, Police Chief
SUBJECT: De Pere Police Department - annual update.
RECOMMENDED ACTION:

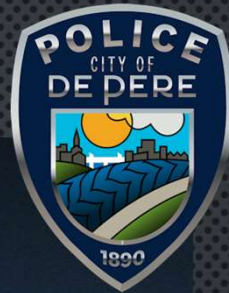
ATTACHMENTS:
State of the DPPD 2026

DE PERE

DE PERE POLICE DEPARTMENT

2026 STATE OF THE DEPARTMENT

THE STATE OF THE DPPD IS STRONG

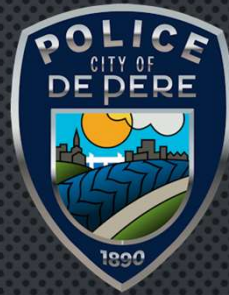


People & Preparedness

The mission of the De Pere Police Department is to provide an integrated team approach to pro-active patrol, crime prevention, and criminal investigation utilizing city and community resources to improve the safety and quality of life in De Pere.

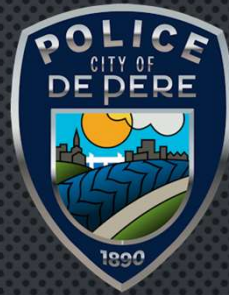
TONIGHT'S REPORT

1. Current Structure
2. 2025 In Review
3. Challenges Facing DPPD
4. Looking Forward



CURRENT STRUCTURE OF THE DPPD

We are authorized for 43 Full Time Employees



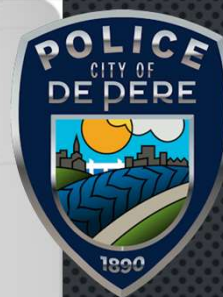
42/43

- 25 Patrol Division (Captain Mrstik)
 - 18 Patrol Officers (plus one 4 legged one)
 - 6 Patrol Sergeants
 - 1 Civilian Police Social Worker
 - Part-Time Civilian Community Service Officers (CSOs)
- 10 Investigations & Community Policing (Captain Opicka)
 - 4 School Resource Officers (SROs, 2 East, 2 West)
 - 3 Detective Sergeants
 - 2 Community Policing Officers
 - 1 Drug Task Force Investigator
- 4 Professional Standards (Captain Nowak)
 - 1 Business Coordinator
 - 1 Support Analyst
 - 2 Records / Administrative Assistants

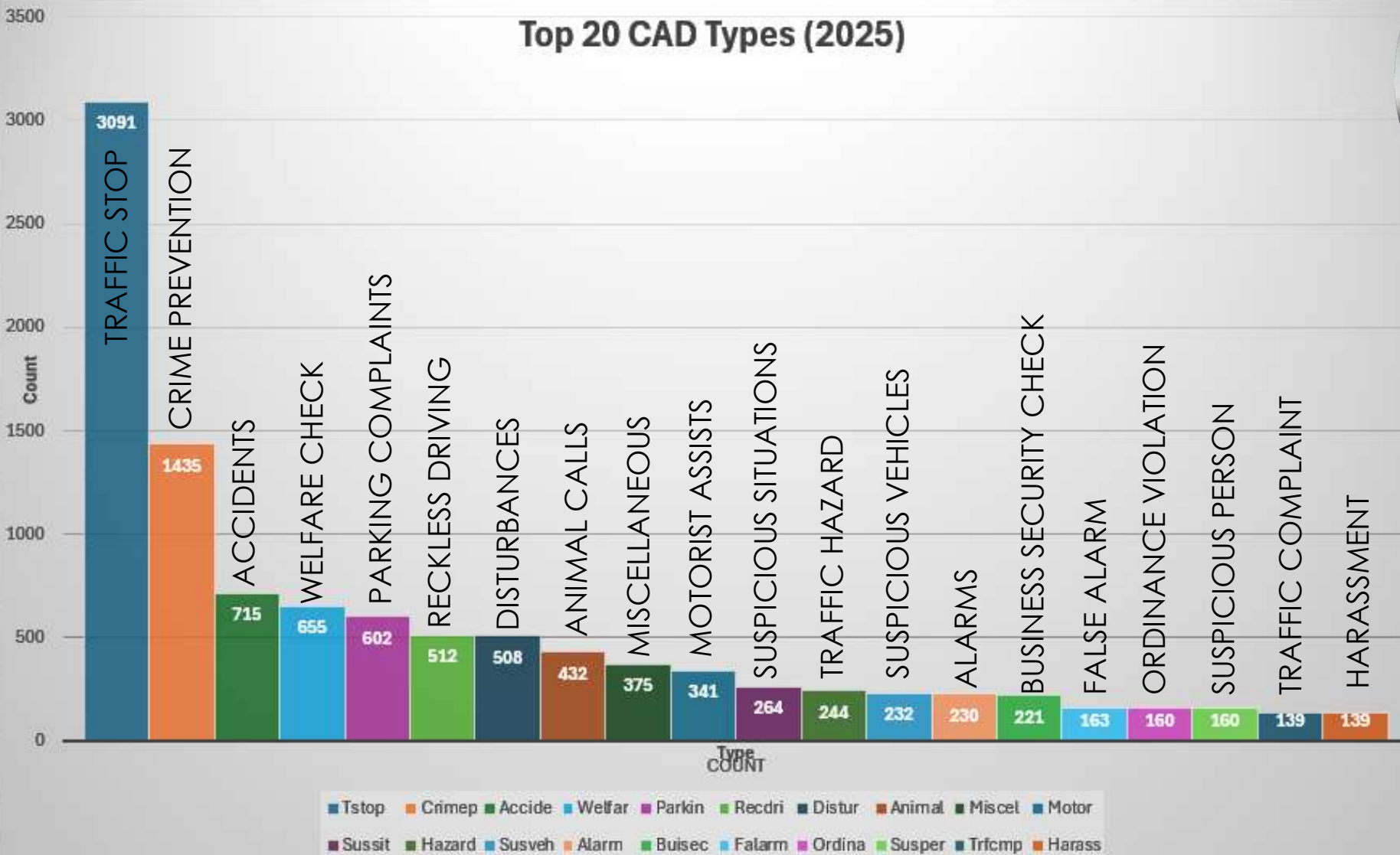
2025 IN REVIEW



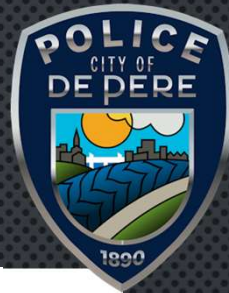
- 12,900 Individual Calls for Service
- Resulting in 2,004 Formal Case Reports
- 515 DA Referrals for Charges in 2025
- 220 Potentially Lethal Doses of Fentanyl Seized
- 1 Traffic Crash Fatality (Motorcycle)
- 1 Officer Involved Critical Incident



Top 20 CAD Types (2025)



CALL DATA TRENDS – TIME OF DAY



- 2021-2025 Calls by Hour of the Day

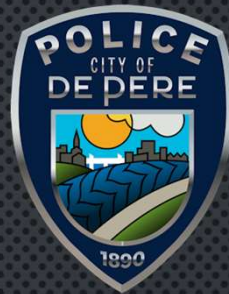


Midnight

6AM

NOON

10PM



MENTAL HEALTH CHALLENGES

Estimate: 20% of all police calls involve someone in a mental health or substance abuse crisis. – American Psychological Association

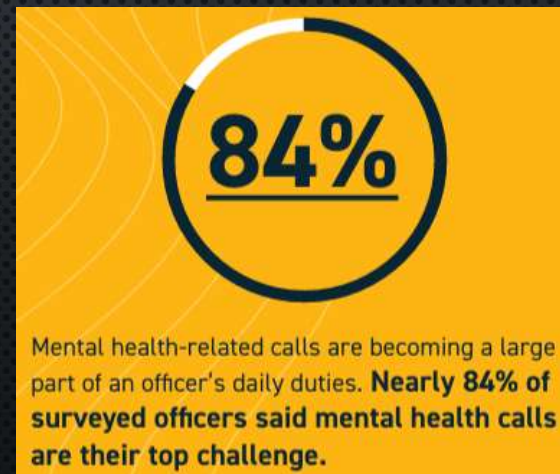
Mental Health calls continue to be among the most complex and time-intensive calls we encounter.

Brown County mental health system capacity challenges

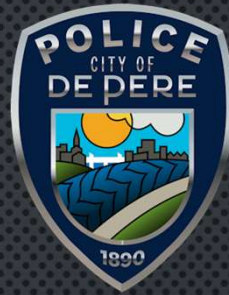
- 20 Reports for EM-1 holds in 2025
- **8 people transported to Winnebago Mental Health**
- Not unheard of for EM-1 calls to last 8-12 hours
- Suicide Risks

De Pere Police Resources:

- Police Social Worker John Bushmaker
- CIT Trained Officers



DPPD USE OF FORCE 2025

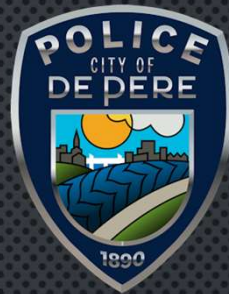


A Use of Force statistic implies that officers used actual force.

HOWEVER

There are some stats where no force was actually used (warnings).


- Officer displayed a taser, but did not deploy.
- Officer displayed a handgun, but did not fire



DPPD USE OF FORCE 2025

In 2025, DPPD had 62 Incidents out of a total of 12,900 Incidents that involved a Use of Force

0.48% of incidents

Those 62 incidents had 159 total reportable events as shown 

All Use of Force is reviewed by Professional Standards

* 3 Officers on one incident – investigated by DCI, Reviewed by DA

#	Force Reported
47	Officer displayed firearm
31	Compliance Hold
30	Escort Hold
25	Passive Countermeasures
13	Officer Displayed Taser
4	Vehicle Pursuit
4	Officer Deployed Taser
3	Deadly Force*
2	Focused Strike

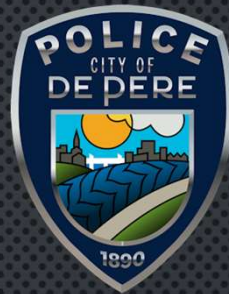
DPPD USE OF FORCE (CON'T)

Protective Restraint Device – The “WRAP”

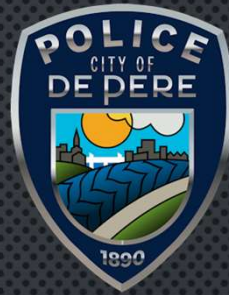
There are occasions where arrestees or people being placed in protective custody are so combative they present a danger to themselves or others.

Our agency utilizes the WRAP device and a protective helmet to prevent harm or injury.

DPPD Deployed the WRAP **12** times in 2025.



MAJOR ACCOMPLISHMENTS IN 2025

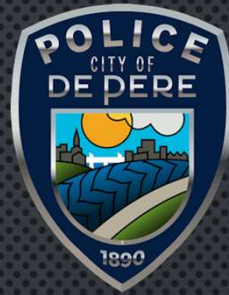


- Hiring of 2 Officers with 4-year Degrees
 - 720 - hour police recruit academy
- Multi-jurisdictional, multi-disciplinary countywide active threat response training
- Completed remodel and upgrade of Officers' Workspace
- Implemented Major Officer Wellness Initiative
- Replaced Police Department Security Camera System
- Finalized regular equipment replacement cycle for squads for more predictable and even budgeting

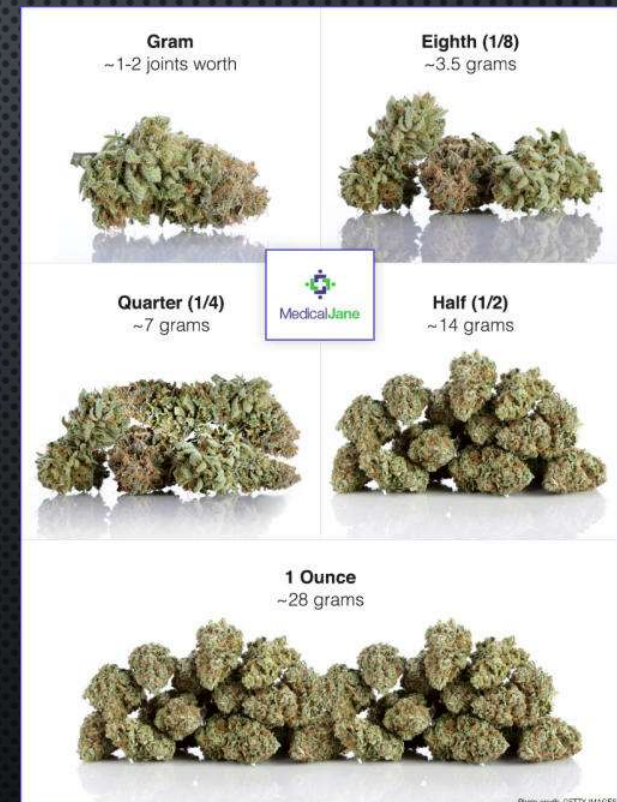
42/43

DRUG SEIZURES

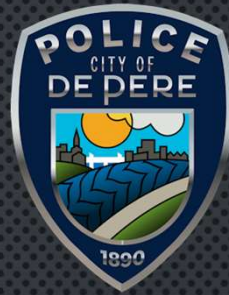
- 440 mg of Fentanyl (220 potential deaths)
- 433 Grams of THC
- 34.6 Grams of Cocaine
- 133 Grams of Amphetamine/Methamphetamine



2 mg is lethal

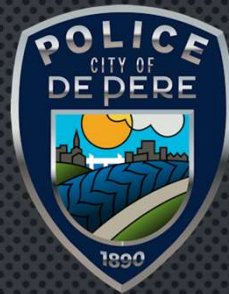


JULY 2025 – CRITICAL INCIDENT



- Officer Involved Shooting that resulted in a death
- Investigated by the Wisconsin Department of Justice Division of Criminal Investigation (DCI)
- Report turned over to the Brown County District Atty
- DA Ruled Officers' actions were justifiable
- Mental Health Concerns

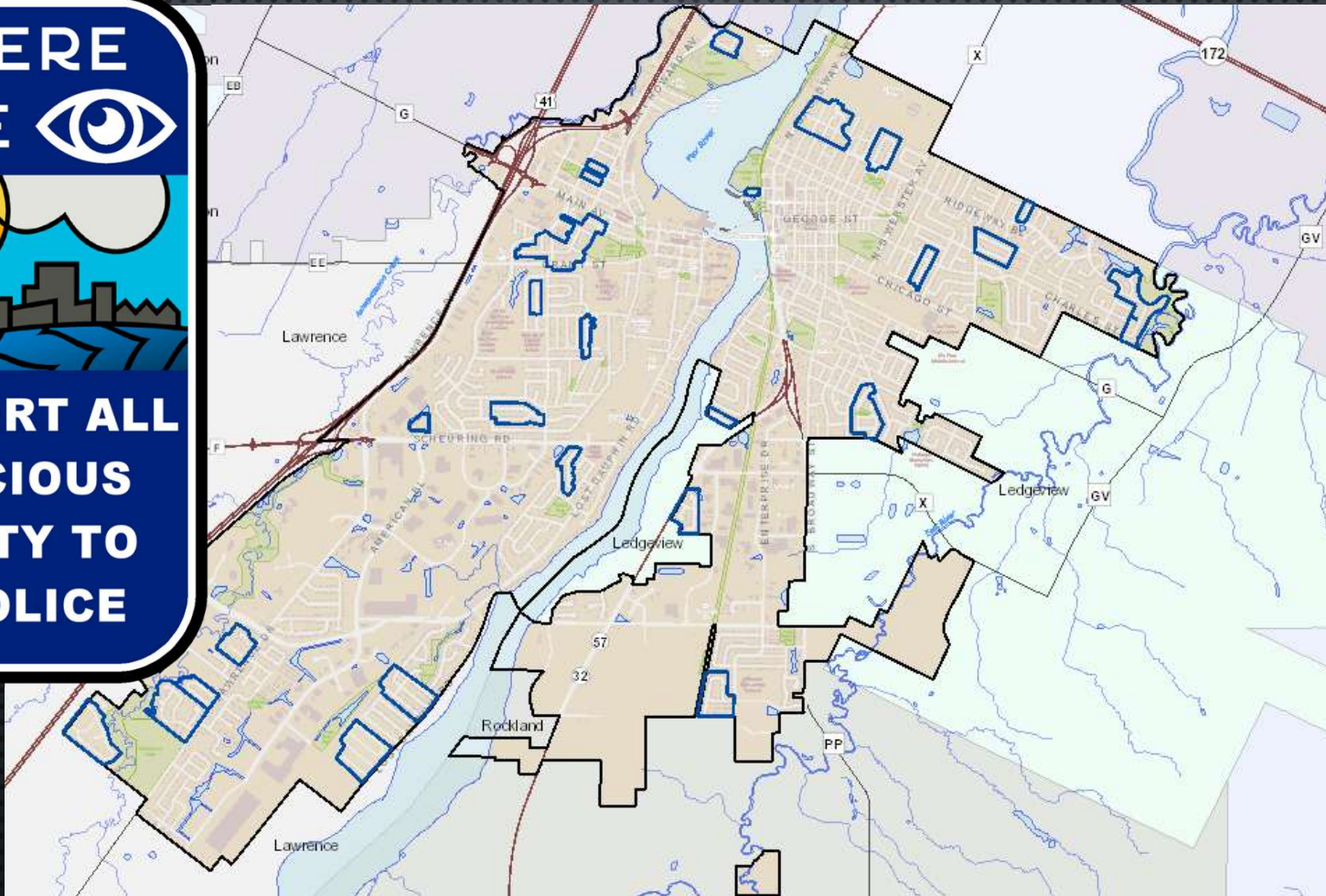
NEIGHBORHOOD WATCH

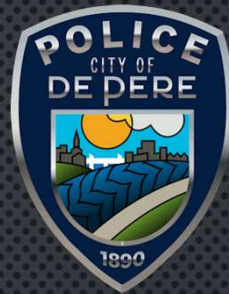


**DE PERE
AWARE** 



**WE REPORT ALL
SUSPICIOUS
ACTIVITY TO
THE POLICE**





CHALLENGES FACING DPPD

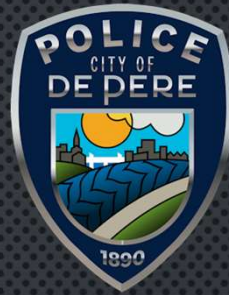
- Recruitment and Retention / Young Roster
 - Money, job market, viral videos, work hours
- City Growth
- Call Volume and Complexity
- Mental Health Calls / Resources
 - Staffing Levels
- Budget Constraints
 - Increasing technology needs
- New types of crime:
 - Artificial Intelligence (AI)
 - Voice and Video Cloning
 - Cryptocurrency Scams
 - Swatting / Anonymous Calling

1. Best James Earl Jones Text to Speech Generator

A screenshot of a text-to-speech generator interface. On the left, there is a portrait of James Earl Jones with a play button overlay. Below the portrait is the text 'James Earl Jones'. To the right of the portrait are several circular icons representing different voices. Further right are icons for 'Speed', 'Volume', 'Pause', 'Emphasis', and 'Pitch'. In the center, there is a text input field containing the text 'I am NOT your father|'. Below the input field is a character count '21/100'. At the bottom right, there is a blue 'Listen' button and a white 'Try VoxBox Free' button. A small note at the bottom right says '*3 free text to speech trails for you'.

[VoxBox voice generator](#) is an AI-powered text to speech voice generator that provides an extensive selection of voices and languages, including James Earl Jones voice, and other character voices like SpongeBob, Trump, [Andrew Tate](#) as well as languages such as British, Lao, Russian, and more.

LOOKING FORWARD



- Recruitment and Retention – Getting Younger
 - Asking for 1 over-hire for May – September
- City Growth / Impact Fees / Facility Needs
 - Department Growth, Vehicle and Storage Needs
- Succession Planning – FBI National Academy
- Neighborhood Watch – Revitalization Continuing
- National Night Out – Centralized This Year
- Continue Community Engagement

QUESTIONS?

