



Common Council

Regular Meeting

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

Agenda

Tuesday, May 5, 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 **May 5, 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. ALDERPERSON OATH OF OFFICE
5. APPROVAL OF THE AGENDA
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
7. CONSENT AGENDA
Consent Agenda items are those items of a routine administrative nature that are voted on by the Council in a single roll call vote. Staff recommends approval of all items. Common Council may request that an item be removed from the Consent Agenda for discussion.
 - A. Approval of the minutes of the April 21, 2026 Common Council meeting.
 - B. Recommendation from Plan Commission to approve a 3-lot extraterritorial certified survey map at 3852-3890 Creamery RD in Ledgeview (Parcel D-376, D-376-2).
 - C. Recommendation from Plan Commission to approve a 3-lot extraterritorial certified survey map at 3223 Lost Dauphin RD in Lawrence (Parcel L-552).
 - D. Recommendation from Plan Commission to approve a 3-lot extraterritorial certified survey

map at 2315 Lawrence PKWY in Lawrence (Parcel L-2111).

8. NEW BUSINESS

- A. Appointments to the Youth Commission by Mayor Boyd.
- B. Appointments and reappointments to boards and commissions by Mayor Boyd.

Board of Health - Julie Massey; term to expire May 2029

Green Bay Area Room Tax Commission - Pamela Manley; term to expire May 2027

Historic Preservation Commission - Jane Schueller; term to expire February 2029

Police & Fire Commission - Jayme Sellen; term to expire May 2031

Sustainability Commission - Samuel Dvorak; term to expire December 2027

- C. Recommendation from the Board of Park Commissioners to accept a \$2,500 donation from Ameriprise Financial on behalf of Greta Johnson to the Recreation Scholarship Fund.
- D. Recommendation from the License Committee on applications for Special Permits allowing consumption of alcohol beverages on public ways, submitted by Definitely De Pere for the following events:
 - i. Tour De Pere on Monday, June 22 from 11:00 am - 9:00 pm.
 - ii. Alley Nights on Friday, June 19, July 17, and August 21 from 5:00 pm - 10:00 pm.
 - iii. Music on the Plaza on Friday, June 26, July 24, and August 28 from 5:00 pm - 9:00 pm.
- E. Consideration and possible action on proposed development agreement terms with New Land Enterprises LLC for a proposed redevelopment for the west side of the 100 S Broadway Block in Downtown De Pere, Tax Increment District No. 18.

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

9. RESOLUTIONS

- A. Resolution #26-33 Authorizing Development Agreement with Ninth Street Development, LLC (Parcel WD-D0200-4).
- B. Resolution #26-34 Authorizing Fourth Amendment to Lease Agreement with Brown County Ice Management, Inc. (De Pere Ice Recreation Center).
- C. Resolution #26-35 Authorizing street name change for Southbrige Road, Red Maple Road and Rockland Road to Generations Boulevard (Southern Bridge Bypass).
- D. Resolution #26-36 Authorizing Memorandum of Understanding Between the City of De Pere and William Street Investment Partners LLC - Parking Lease Agreement.

10. FUTURE AGENDA ITEMS
11. 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

7.A

Request for Common Council Action

Meeting Date: May 5, 2026
Department: City Clerk
From: Carey Danen, City Clerk
Subject: Approval of the minutes of the April 21, 2026 Common Council meeting.
Recommendation: Motion to approve.

Attachments:
4-21-26 Common Council minutes_draft



Common Council

Regular Meeting

Draft Minutes

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

Tuesday, April 21, 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: Mike Eserkaln, Pamela Gantz, Jonathon Hansen (remote), Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

Excused: Dustin Thill

3. PLEDGE OF ALLEGIANCE

4. PUBLIC HEARINGS

A. Public Hearing on a request to vacate a portion of a public thoroughfare at the 1900 block of LeBrun Street.

i. Notice of public hearing.

The public hearing notice was published in the Press Times on March 27, April 3, and April 10, 2026.

ii. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom noted that this request was initiated because the street is no longer planned to terminate in a future cul-de-sac. Mayor Boyd declared the public hearing open. No one wished to speak so he then declared the hearing closed.

iii. 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).

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

5. PRESENTATIONS/AWARDS/RECOGNITION

A. Presentation in recognition of Judge David Matyas' service to the City of De Pere.

B. Sister Cities presentation.

Teachers Randy Soquet and Kelly Suda recently traveled with six students from De Pere and West De Pere High Schools to Åmål, Sweden through the Sister Cities program. The students shared their experiences and highlighted key takeaways from the visit.

6. PUBLIC COMMENTS

Resident Jean Knitter requested assistance regarding speeding and loud engine revving on Grant Street between 4th and 5th Streets. Mayor Boyd noted that the Police Department will follow up on this concern.

7. NEW BUSINESS

A. Approval of the minutes of the April 8, 2026 Common Council meeting.

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

B. Recommendation from the Finance/Personnel Committee to approve the selection of Govstack for website provider services with funding of \$15,204 from Unassigned Reserves.

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

C. Recommendation from the Board of Public Works on award of Contract 26-01 Sewer and Water Relay and Street Resurfacing.

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

D. Recommendation from the Board of Public Works on award of Contract 26-02 Concrete Street Paving.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Devin Perock
AYES:	Mike Eserkaln, 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 26-07 Curb Repair and Street Resurfacing.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
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MOVER:	Devin Perock
SECONDER:	Shana Ledvina
AYES:	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 26-08 Manhole Rehabilitation.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Shana Ledvina
SECONDER:	Casey Nelson
AYES:	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 26-11 Merrill Street Reconstruction.

Aldersperson Hansen thanked staff for coordinating with the contractor to begin the project after the school year ends and to ensure completion before the next school year begins.

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

H. Recommendation from the Board of Public Works on award of Contract 26-17 Kingston Preserve Phase II Construction.

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

I. Recommendation from the Board of Public Works on award of Contract 26-18 Community Center Air Handler Upgrade.

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

J. Recommendation from the Board of Public Works on award of Contract 26-21 City Hall Air Handler Replacement.

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

K. Recommendation from the License Committee on an application for change of agent for De Pere Cultural Foundation Inc., DBA Mulva Cultural Center, 221 S Broadway. Agent: Marvin A. Wall, De Pere WI.

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

L. Appointments and reappointments to boards and commissions by Mayor Boyd.

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

M. Elections by the Common Council.

i. Alderperson members of the Plan Commission.

Mayor Boyd called for nominations. Alderperson Ledvina nominated Alderpersons Perock and Hansen. Boyd then declared the nominations closed. Upon unanimous vote, Alderpersons Perock and Hansen were elected to the Plan Commission.

ii. President of the Common Council.

Mayor Boyd requested nominations. Alderperson Kunding nominated Alderperson Ledvina. Boyd then closed the nominations. Upon unanimous vote, Alderperson Ledvina was elected as President of the Common Council.

iii. Alderperson member of the Youth Commission.

Mayor Boyd called for nominations. Alderperson Ledvina nominated Alderperson Kunding. Boyd then closed the nominations. Upon unanimous vote, Alderperson Kunding was elected as Council Liaison to the Youth Commission.

8. RESOLUTIONS

Mayor Boyd moved, seconded by Alderperson Ledvina to suspend the rules and take up items #8A-C with one roll call vote. Upon vote, motion carried unanimously.

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

- A. Resolution #26-30 Approving JPMorgan Chase Bank, N.A./Paymentech, LLC Merchant Application and Agreement.
- B. Resolution #26-31 Authorizing Laboratory Services Agreement with Quest Diagnostics LLC.
- C. Resolution #26-32 Amending municipal court costs.

9. FUTURE AGENDA ITEMS

None.

10. ADJOURNMENT

Mayor Boyd moved, seconded by Alderperson Nelson to adjourn the meeting at 8:10 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

7.B

Request for Common Council Action

Meeting Date: May 5, 2026

Department: Development Services

From: Peter Schleinz, City Planner/Zoning Administrator

Subject: Recommendation from Plan Commission to approve a 3-lot extraterritorial certified survey map at 3852-3890 Creamery RD in Ledgeview (Parcel D-376, D-376-2).

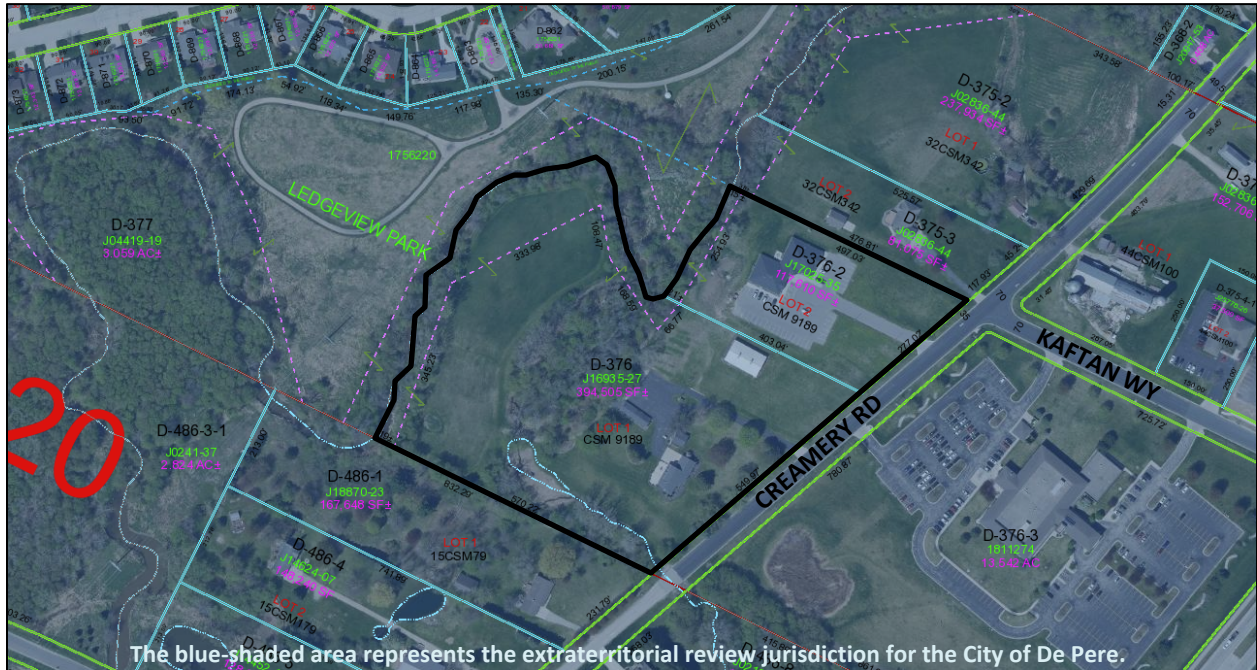
Recommendation: Motion to approve.

On April 27, 2026, Plan Commission unanimously recommended approval by a vote of 7-0.

Attachments:
PC Report, Preliminary CSM - 25 Mar 2026

Consideration and possible action for a 3-lot extraterritorial certified survey map at 3852-3890 Creamery RD in Ledgeview (Parcel D-376, D-376-2).*

SITE MAP



REQUESTED ACTION:	Certified Survey Map Approval (File ECSM 26-02).	
COMMON DESCRIPTION:	3852-3890 Creamery RD, southwest from the Creamery RD and Kaftan RD intersection.	
ZONING:	R-R (Rural Residential) and NCD (Neighborhood Center District) in Ledgeview.	
SURROUNDING LAND USES:	Residential to the north and south. Clinic to the east. Recreational (Ledgeview Park) to the west.	
COMPREHENSIVE PLAN:	Planned Mix Use in Ledgeview.	
APPLICANT / OWNERS:	<u>Authorized Representative</u> Connor Christopherson TNT Professional Land Surveyors INC 2165 S Broadway ST Green Bay, WI 54304	<u>Property Owner</u> Fe Sobre Miedo LLC 2399 Heritage RD De Pere, WI 54115
LAND USE HISTORY:	After a review of air photographs, the site has been developed since at least 1938.	

STAFF REVIEW:

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

- The proposal reconfigures the existing two lots and creates a new lot at the north end.
- Lot 1 is a residential lot, zoned R-R in Ledgeview.
- Lot 2 is a business lot, partially zoned R-R and NCD in Ledgeview. A rezoning to be entirely NCD is in progress in Ledgeview.
- Lot 3 is a future business lot, zoned NCD in Ledgeview.
- Because the proposed lots do not all meet the minimum lot sizes for Ledgeview, a proposed rezoning is in progress.
- The Ledgeview minimum acreage and frontage requirements for Rural Residential are 1.4 acres and 150 feet. The Ledgeview minimum acreage and frontage requirements for Neighborhood Center District are a range of 0.1-0.2 acres and Zero feet. The De Pere minimum acreage and frontage requirements are 0.2 acres and 75 feet.
 - Ledgeview has been notified that Lot 2 may be in conflict with the maximum allowed lot size for the Town's NCD zoning district.
- Environmentally sensitive areas and floodways are reviewed by Brown County.

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

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

STAFF RECOMMENDATION:

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

1. Meeting all other state and local regulations, including the Town of Ledgeview, City of De Pere, and Brown County Planning Commission.
2. The lots must be properly rezoned to allow for minimum lot sizes for each lot, particularly for Lot 3, prior to obtaining a signature from the City of De Pere.
3. Verify that the line weight for the border of the former property line within proposed Lot 2 is corrected to be a dashed line instead of a solid line.
4. Correct the City of De Pere certificate to reference the De Pere Common Council instead of the De Pere Plan Commission.



Planning/Zoning Application


Submitted On:

Mar 25, 2026, 09:09AM EDT

Planning & Zoning Department

Parcel Number: (Include ALL parcels)	D-376 AND D-376-2
Nearest property address to the project site:	Street Address: 3852 AND 3890 Creamery Rd City: De Pere State: WI Zip: 54115
Check each project type that is being applied for:	CSM
Current De Pere Zoning Districts:	Not in De Pere
Existing Site Land Uses:	Residential Business Park/Industrial
Proposed Site Land Uses:	Residential Business Park/Industrial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a pre-consultation meeting?	Yes
Property Owner:	First Name: Eliza Last Name: Andrews
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 2399 Heritage Road City: De Pere State: WI Zip: 54115
Property Owner's Phone Number:	██████████
Property Owner's Email Address:	████████████████████
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Connor Last Name: Christopherson
Authorized Representative's Business Name:	Tnt Professional Land Surveyors Inc.
Authorized Representative's Address:	Street Address: 2165 S. Broadway City: Green Bay

	State: WI Zip: 54304
Authorized Representative's Phone Number:	[REDACTED]
Authorized Representative's Email Address:	[REDACTED]
Number of lots in the CSM:	3
Number of outlots in the CSM:	0
Extraterritorial Zoning Districts:	City of De Pere
Please attach 1 PDF copy of the CSM.	0126-140_CSM_3-25-2026_City of De Pere Submittal.pdf
How do you plan on paying for your application?	Online with a credit card
Total Due:	\$375.00

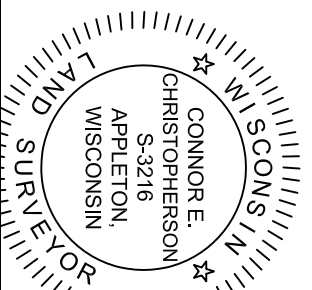
Property Owner or Authorized Representative Signature	First Name: Connor Last Name: Christopherson Email Address: [REDACTED]
	 Signed at: March 25, 2026 9:07AM America/New_York

User's Session Information	99.96.93.105, Referrer URL
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Public Trust Doctrine
 Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

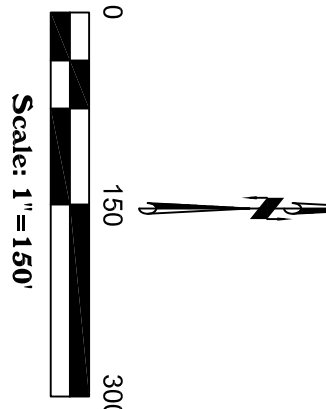
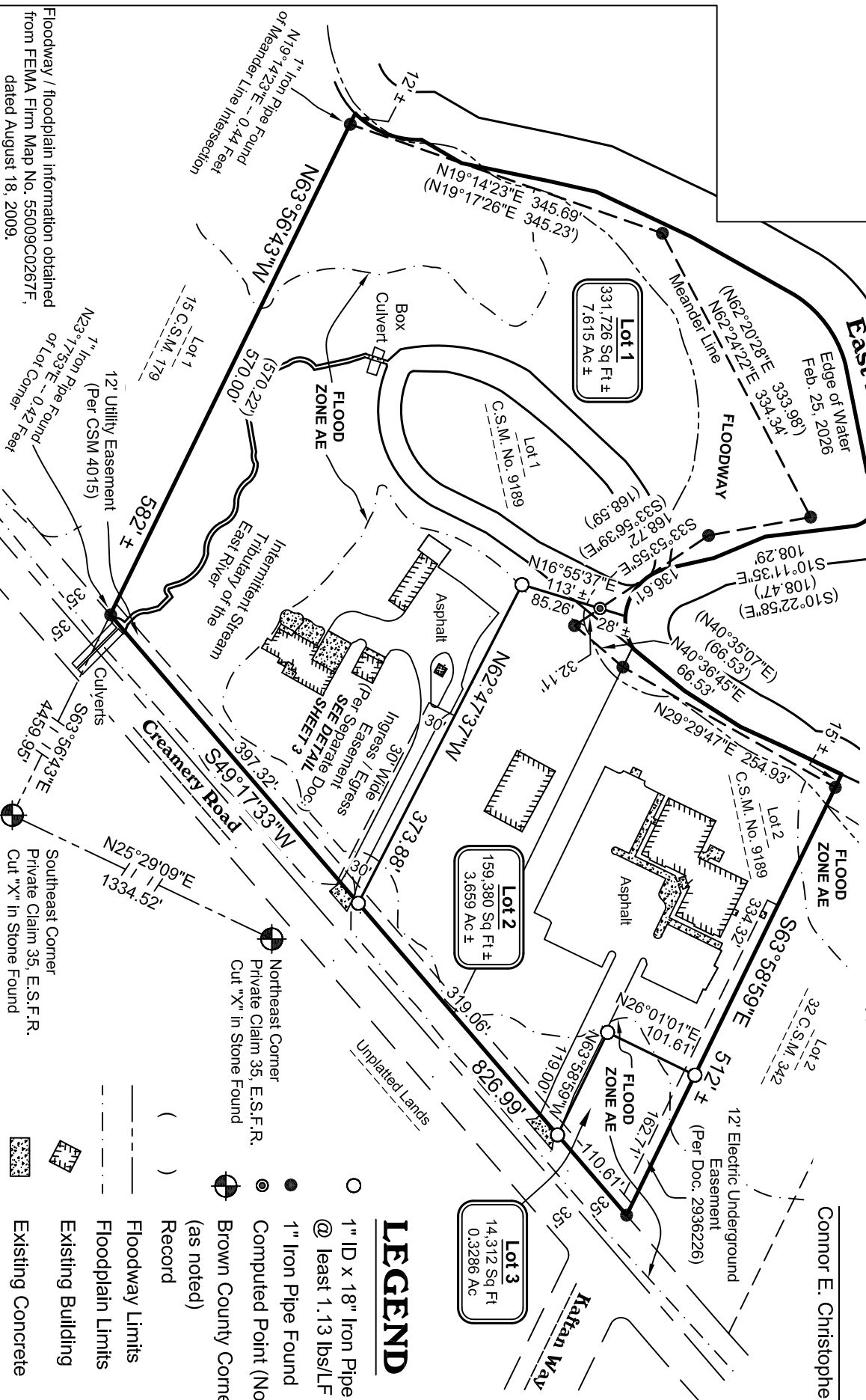
CERTIFIED SURVEY MAP

All of Lot 1 and 2 of Certified Survey Map No. 9189, Recorded as Document Number 2911364; Being All of Lots 1 and 2 of Certified Survey Map No. 4015, Recorded in Volume 24 of Certified Survey Maps on Page 27 as Document Number 1229352; All Being Part of Private Claim 55, East Side of Fox River, Town of Ledgewire, Brown County, Wisconsin



Connor E. Christopherson, S-3216-008

Date



Bearings referenced to the East line of P.C. 35, E.S.F.R., published to bear N25°29'09"E, based on the Brown County Coordinate System

LEGEND

- 1" ID x 18" Iron Pipe @ least 1.13 lbs/LF Set
- 1" Iron Pipe Found
- ⊙ Computed Point (Not Set)
- ⊙ Brown County Corner (as noted)
- ⊙ Record
- Floodway Limits
- Floodplain Limits
- ▒ Existing Building
- ▒ Existing Concrete

Floodway / Floodplain information obtained from FEMA Firm Map No. 55009C0267F, dated August 18, 2009.

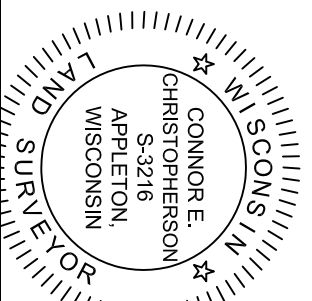
Prepared For:
 Fe Sobre Miedo, LLC
 2399 Heritage Road
 De Pere, WI 54115

TNT
 Professional Land
SURVEYORS Inc.
 2165 S. Broadway
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 (920)406-1477
 Job No. 0126-140

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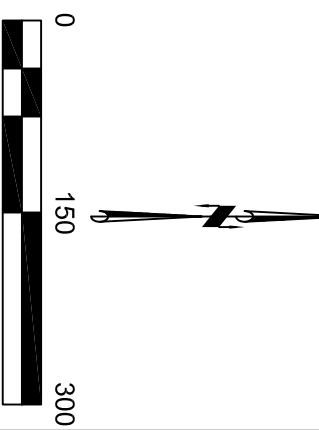
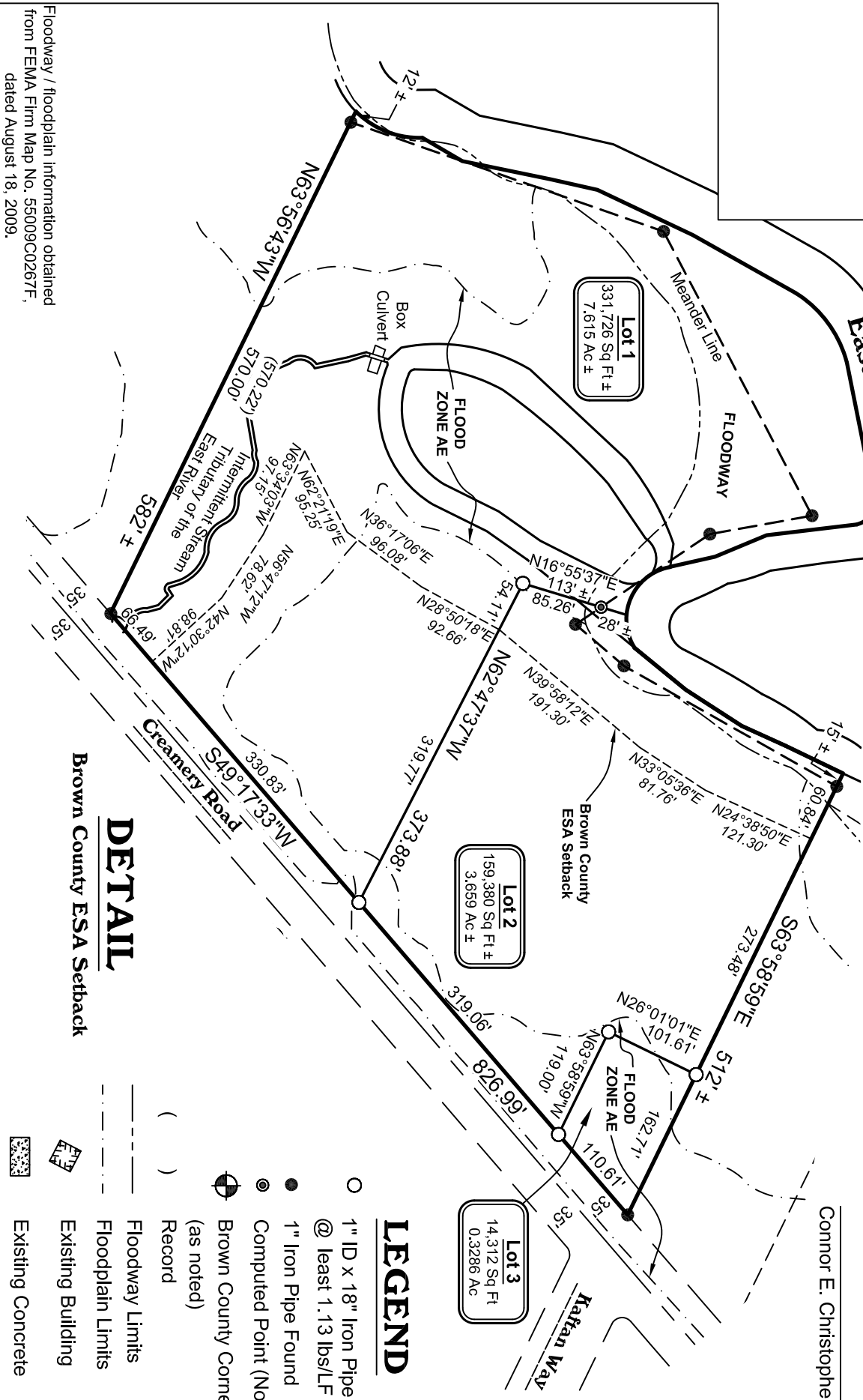
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Connor E. Christopherson, S-3216-008

Date



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- () Record
- Floodway Limits
- - - Floodplain Limits
- ▒ Existing Building
- ▒ Existing Concrete

DETAIL

Brown County ESA Setback

Floodway / Floodplain information obtained from FEMA Firm Map No. 55009C0267F, dated August 18, 2009.

Prepared For:
 Fe Sobre Miedo, LLC
 2399 Heritage Road
 De Pere, WI 54115

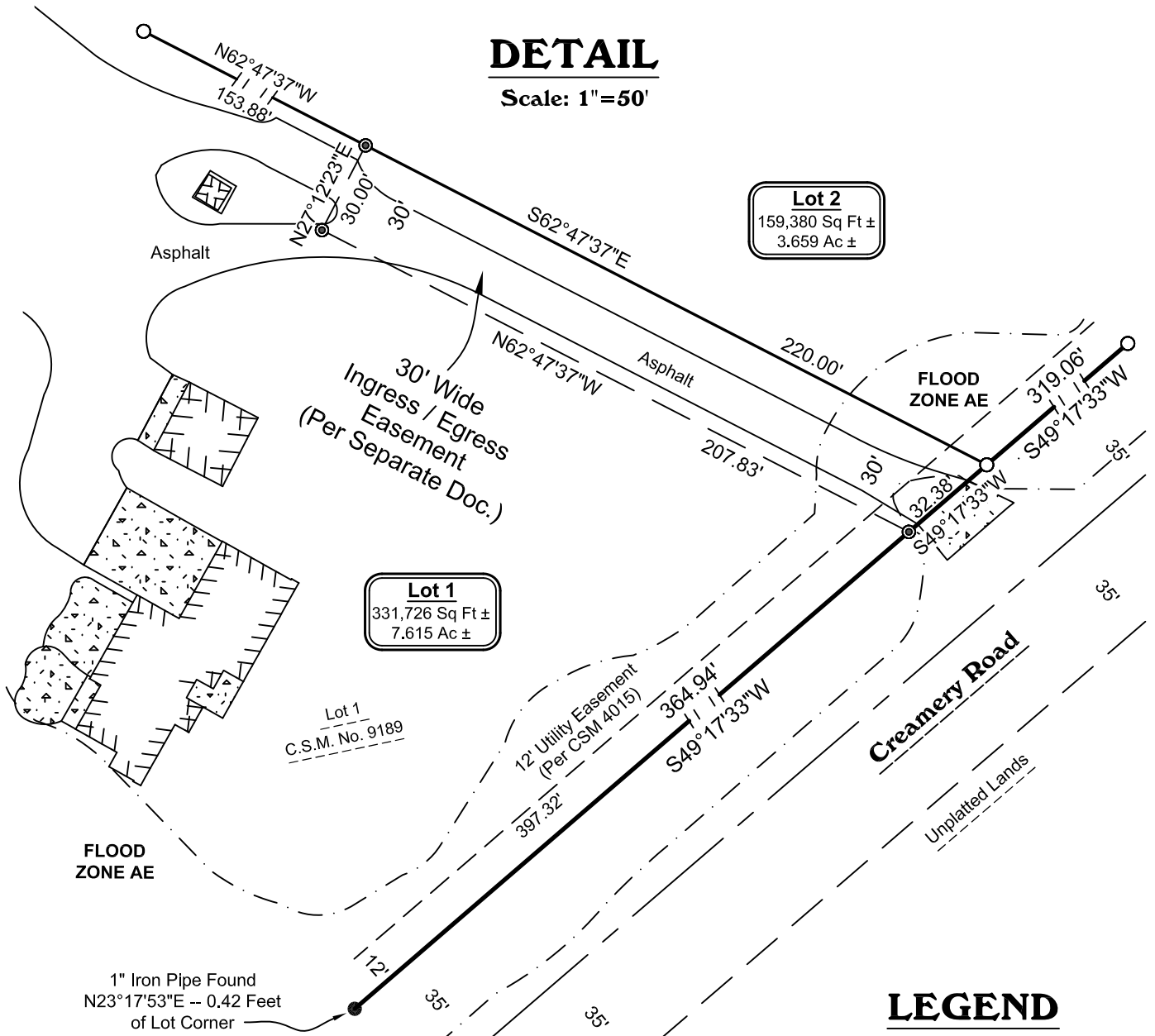
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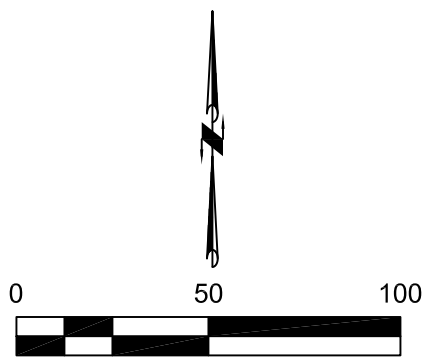
DETAIL

Scale: 1" = 50'



LEGEND

- 1" ID x 18" Iron Pipe @ least 1.13 lbs/LF Set
- 1" Iron Pipe Found
- ⊙ Computed Point (Not Set)
- ⊕ Brown County Corner (as noted)
- () Record
- Floodway Limits
- - - Floodplain Limits
- ▣ Existing Building
- ▨ Existing Concrete



Bearings referenced to the East line of P.C. 35, E.S.F.R., published to bear N25°29'09"E, based on the Brown County Coordinate System

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2165 S. Broadway
Green Bay, WI 54304
(920)406-1477
Job No. 0126-140

WISCONSIN
★ CONNOR E. CHRISTOPHERSON S-3216 APPLETON, WISCONSIN ★
LAND SURVEYOR

Connor E. Christopherson, S-3216-008 Date

CERTIFIED SURVEY MAP

All of Lot 1 and 2 of Certified Survey Map No. 9189, Recorded as Document Number 2911364; Being All of Lots 1 and 2 of Certified Survey Map No. 4015, Recorded in Volume 24 of Certified Survey Maps on Page 27 as Document Number 1229352; All Being Part of Private Claim 35, East Side of Fox River, Town of Ledgeview, Brown County, Wisconsin

SURVEYOR'S CERTIFICATE:

I, Connor E. Christopherson, Professional Land Surveyor S-3216-008, do hereby certify that I have surveyed, divided and mapped all of Lot 1 and 2 of Certified Survey Map No. 9189, recorded as Document Number 2911364, being all of Lots 1 and 2 of Certified Survey Map No. 4015, recorded in Volume 24 of Certified Survey Maps on Page 27 as Document Number 1229352; All being part of Private Claim 35, East Side of Fox River, Town of Ledgeview, Brown County, Wisconsin.

Said parcel contains 505,418 Square Feet (11.603 Acres) more or less to the waters of the East River and is subject to all easements and restrictions of record.

I do hereby further certify that I have made such survey under the direction of Fe Sobre LLC, a Wisconsin Limited Liability Company, owner, and that this map is a correct representation of the exterior boundary of the lands surveyed and the division thereof, and that this survey fully complies with the Chapter 236.34 of the Wisconsin Statutes, the Brown County Subdivision Ordinance, the Town of Ledgeview Subdivision and Platting Regulations and is true and correct to the best of my knowledge and belief. Field work completed on March 9, 2026.

Dated this _____ day of _____, 2026.

Connor E. Christopherson, S-3216-008



SURVEYOR'S NOTES:

1. The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.
2. A Shoreland Permit from the Brown County Zoning Administrator's office is required for Lots 1, 2 and 3 prior to construction, fill, excavation or grading activity within 300 feet of the Ordinary High Water Mark (OHWM) of navigable rivers or streams, or to the landward side of the floodplain, whichever is greater, and/or 1000' of the OHWM of navigable lakes, ponds or flowages.
3. Prior Certified Survey Map No. 9189, recorded as Document Number 2911364, has a note that states, "Future bicycle and pedestrian facilities will be provided in the right of way of Creamery Road."
4. Prior Certified Survey Map No. 9189, recorded as Document Number 2911364, on the face states, "Wetland delineation performed by George and Holt LLC in June 2020 found no wetlands on site."

RESTRICTIVE COVENANTS:

1. The land on all lot lines shall be graded by the subdivider and maintained by the property owner to provide for adequate drainage of surface water.
2. Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
3. No Poles, Pedestals or buried Cables are to be placed as to disturb any survey stake. A disturbance of a survey stake by anyone is a violation of Section 236.32 of the Wisconsin Statutes.



CERTIFIED SURVEY MAP

All of Lot 1 and 2 of Certified Survey Map No. 9189, Recorded as Document Number 2911364; Being All of Lots 1 and 2 of Certified Survey Map No. 4015, Recorded in Volume 24 of Certified Survey Maps on Page 27 as Document Number 1229352; All Being Part of Private Claim 35, East Side of Fox River, Town of Ledgeview, Brown County, Wisconsin

Owner's Certificate:

Fe Sobre Miedo, LLC, a Limited Liability Company, a duly organized and existing under and by virtue of the Laws of the State of Wisconsin, as the property owner does hereby certify that I caused the land described herein to be surveyed, mapped and divided and as represented on this Certified Survey Map. I also certify that this Certified Survey Map is required per S.236.10 or 236.12 to be submitted to the following for approval or objection:

Brown County
Town of Ledgeview
City of De Pere

Managing Member of Fe Sobre Miedo, LLC

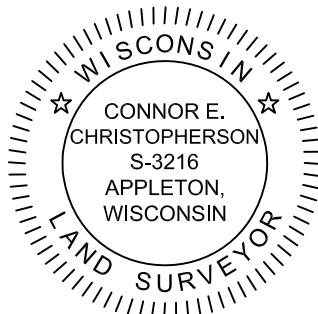
Print Name

STATE OF WISCONSIN)
COUNTY OF _____) ss

Personally came before me this ____ day of _____ 20____, the above named owner known to me to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission Expires _____



Connor E. Christopherson, S-3216-008 Date

CERTIFIED SURVEY MAP

All of Lot 1 and 2 of Certified Survey Map No. 9189, Recorded as Document Number 2911364; Being All of Lots 1 and 2 of Certified Survey Map No. 4015, Recorded in Volume 24 of Certified Survey Maps on Page 27 as Document Number 1229352; All Being Part of Private Claim 35, East Side of Fox River, Town of Ledgeview, Brown County, Wisconsin

Town of Ledgeview Approval:

This Certified Survey Map has been approved by the Town of Ledgeview on this _____ day of _____, 20____.

Naomi Miller
Town Clerk

City of De Pere Extraterritorial Approval:

This Certified Survey Map has been approved by the City of De Pere Plan Commission on this _____ day of _____, 20____.

Carey Danen
City Clerk

Brown County Treasurer:

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

Brown County Planning Commission Approval:

Approved by the Brown County Planning Commission on this _____ day of _____, 20____.

Kathy Meyer, Authorized Signatory

This Certified Survey Map is contained wholly within the property described in the following recorded instruments:

Property Owner of Record

Recording Information

Parcel Number(s)

Fe Sobre Miedo, LLC

Doc. 3091835
Doc. 2922138

D-376
D-376-2



Connor E. Christopherson, S-3216-008

Date

Sheet 6 of 6



Request for Common Council Action

Meeting Date: May 5, 2026

Department: Development Services

From: Peter Schleinz, City Planner/Zoning Administrator

Subject: Recommendation from Plan Commission to approve a 3-lot extraterritorial certified survey map at 3223 Lost Dauphin RD in Lawrence (Parcel L-552).

Recommendation: Motion to approve.

On April 27, 2026, Plan Commission unanimously recommended approval by a vote of 7-0.

On April 30, 2026, Brown County Planning Commission staff discovered an error with the extraterritorial review line on the Brown County GIS map (*BrownDog*) and De Pere Common Council should review the entire parcel instead of part of the parcel. If the certified survey map is approved by Common Council, the city's recommended conditions of approval should be revised to state:

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

Attachments:

PC Report, Preliminary CSM - 09 Apr 2026

Consideration and possible action for a 3-lot extraterritorial certified survey map at 3223 Lost Dauphin RD in Lawrence (Parcel L-552).*

SITE MAP



- REQUESTED ACTION:** Certified Survey Map Approval (File ECSM 26-03).
- COMMON DESCRIPTION:** 3223 Lost Dauphin RD, north and east from the Lost Dauphin RD and Hickory RD roundabout.
- ZONING:** R-1 (Residential District) in Lawrence.
- SURROUNDING LAND USES:** Residential to the north, south, and west.
Fox River to the east.
- COMPREHENSIVE PLAN:** Residential and Natural Resource Features in Lawrence.
- APPLICANT / OWNERS:**
- | <u>Authorized Representative</u> | <u>Property Owner</u> |
|----------------------------------|-----------------------|
| Randall Oettinger | Carol J Schumacher |
| 400 Security BL, STE 1 | 2074 River Point CT |
| Green Bay, WI 4313 | De Pere, WI 54115 |
- LAND USE HISTORY:** After a review of air photographs, the site has been developed for residential use in the 1960s-70s.
- STAFF REVIEW:** When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.
- The proposal divides the property into two residential use lots.
 - The Lawrence minimum acreage and frontage requirements for residential District are 0.3 acres and 100 feet. The De Pere

minimum acreage and frontage requirements are 0.2 acres and 75 feet.

- Environmentally sensitive areas and floodways are reviewed by Brown County.

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

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

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

1. Meeting all other state and local regulations, including the Town of Lawrence, Village of Greenleaf, City of De Pere, and Brown County Planning Commission.
2. The Village of Greenleaf has review authority for the southern portion of Parcel L-552. Add a missing Village of Greenleaf certificate and signature line to the certified survey map.



Planning/Zoning Application


Submitted On:

Apr 9, 2026, 03:25PM EDT

Planning & Zoning Department

Parcel Number: (Include ALL parcels)	L-552
Nearest property address to the project site:	Street Address: 3223 Lost Dauphin Road Town of Lawrence City: De Pere State: WI Zip: 54115
Check each project type that is being applied for:	CSM
Current De Pere Zoning Districts:	Not in De Pere
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?	No
Property Owner:	First Name: Carol Last Name: Schumacher
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 2074 River Point Court City: De Pere State: WI Zip: 54115
Property Owner's Phone Number:	██████████
Property Owner's Email Address:	██
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Randall Last Name: Oettinger
Authorized Representative's Business Name:	Vierbicher
Authorized Representative's Address:	Street Address: 400 Security Blvd Ste 1 City: Green Bay

	State: WI Zip: 54313
Authorized Representative's Phone Number:	[REDACTED]
Authorized Representative's Email Address:	[REDACTED]
Number of lots in the CSM:	2
Number of outlots in the CSM:	0
Extraterritorial Zoning Districts:	Yes
Please attach 1 PDF copy of the CSM.	L-12622.pdf
How do you plan on paying for your application?	Mail a check
Total Due:	\$375.00

Signature Data	First Name: Randy Last Name: Oettinger Email Address: [REDACTED]
	 Signed at: April 9, 2026 3:22pm America/New_York

User's Session Information	IP Address: 74.87.124.242 Referrer URL:
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CERTIFIED SURVEY MAP

Part of Lot 1 of Volume 52, Certified Survey Maps, Page 103 (Map #7594-Doc. #2288990). Brown County Records and part of Block 3 of the plat of Village of Lawrence, recorded in Volume 1, Page 73, Town of Lawrence, Brown County, Wisconsin

GRAPHIC SCALE: 1" = 150'



SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1" DIA. IRON PIPE
- FOUND 2" DIA. IRON PIPE
- SET 1.32" x 18" DIA. IRON PIPE W/CAP, WEIGHING 1.18# PER L.F.



FLOODPLAIN PER FEMA FIRM PANEL #55009C0244F

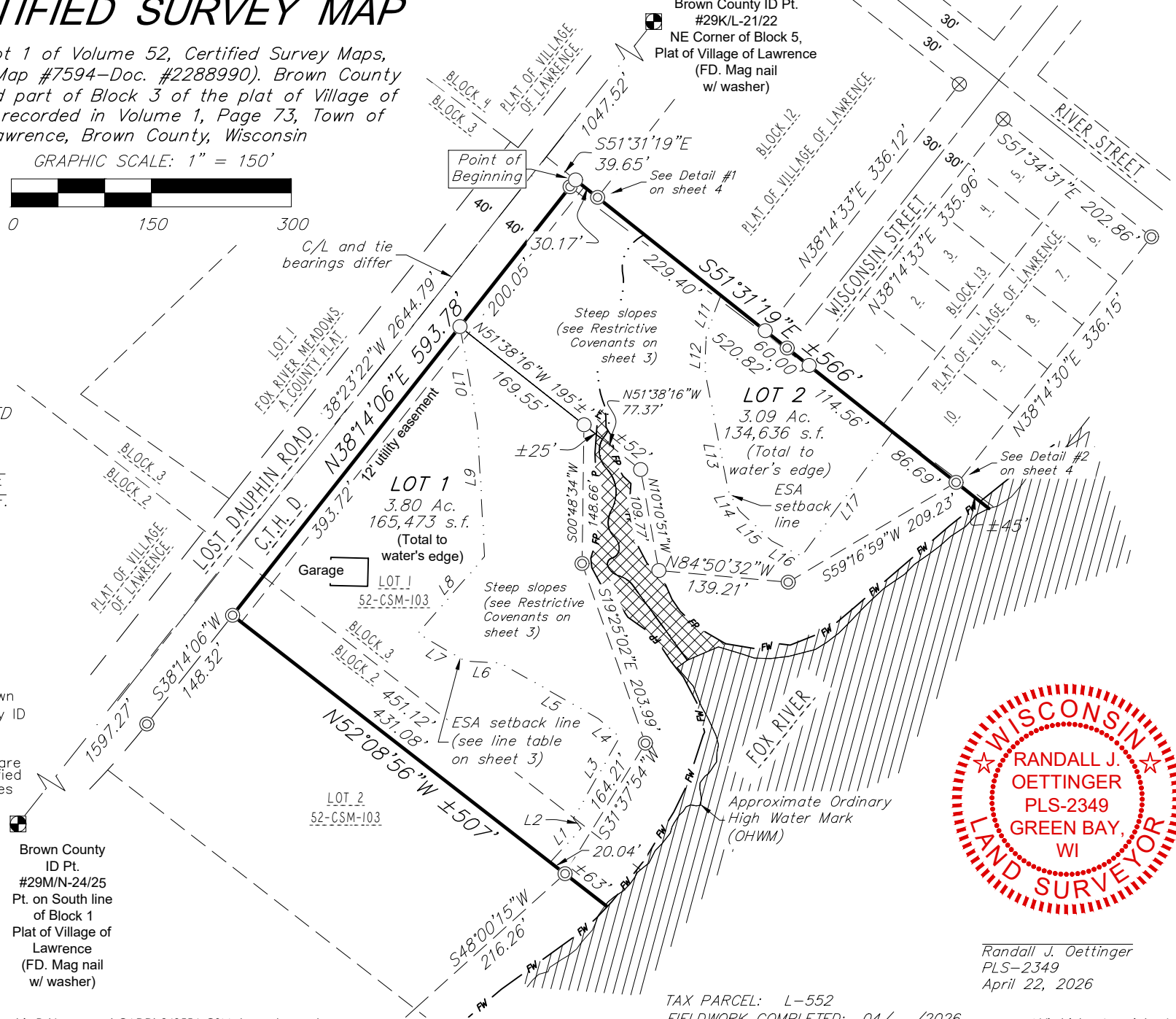


FLOODWAY PER FEMA FIRM PANEL #55009C0244F

NOTES

- 1) Bearings referenced to the line between Brown County ID Pt. #29K/L-21/22 and Brown County ID Pt. #29M/N-24/25, which bears S38°23'22"W.
- 2) The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.
- 3) Public Trust Doctrine:
Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.
- 4) Floodplain shown from FEMA FIRM Panel #55009C0244F, effective date 8/18/2009.

Brown County ID Pt. #29M/N-24/25 Pt. on South line of Block 1 Plat of Village of Lawrence (FD. Mag nail w/ washer)



Randall J. Oettinger
PLS-2349
April 22, 2026

TAX PARCEL: L-552
FIELDWORK COMPLETED: 04/___/2026

SHEET 1 OF 4

vierbicher
advisors / engineers / surveyors

WISCONSIN LAND SURVEYOR
★ RANDALL J. OETTINGER ★
PLS-2349
GREEN BAY, WI

Job #: 240554
Date: 04/01/2026
Rev.
Drafted By: ROET
Checked By:

SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434-9670

SURVEYED FOR:
Carol Schumacher
Drawing #: L-12622

22 Apr 2026 - 8:29a G:\Schumacher_Carol\240554_3223_Lost Dauphin Rd Lawrence\CADD\240554_CSM.dwg by:roet

CERTIFIED SURVEY MAP

Part of Lot 1 of Volume 52, Certified Survey Maps, Page 103 (Map #7594-Doc. #2288990).
Brown County Records and part of Block 3 of the plat of Village of Lawrence, recorded in
Volume 1, Plats, Page 73, Town of Lawrence, Brown County, Wisconsin

SURVEYOR'S CERTIFICATE

I, Randall J. Oettinger, Professional Land Surveyor, PLS-2349, do hereby certify that I have surveyed, divided and mapped part of Lot 1 of Volume 52, Certified Survey Maps, Page 103 (Map #7594-Doc. #2288990) and part of Block 3 of the plat of Village of Lawrence, recorded in Volume 1, Plats, Page 73, Brown County Records, in the Town of Lawrence, Brown County, Wisconsin, described as follows:

Commencing at the Northeast corner of Block 5 of the Village of Lawrence plat, recorded in Volume 1, Plats, Page 73, Brown County Records; thence S38°23'22"W, 1047.52 feet along the line between said point and Brown County Survey ID Point #29M/N-24/25; thence S51°31'19"E, 39.65 feet to the East right of way of Lost Dauphin Road (a.k.a. C.T.H. D) and the point of beginning; thence continuing S51°31'19"E, 520.82 feet along the South line of Block 12 and 13 of the plat of Village of Lawrence, Brown County Records, and the South right of way of Wisconsin Avenue to the starting point of a meander line to the Fox River, said point being N51°31'19"W, 45 feet, more or less from the approximate ordinary high water mark of said river; thence S59°16'59"W, 209.23 feet along said meander line; thence N84°50'32"W, 139.21 feet along said meander line; thence N10°10'51"W, 109.77 feet along said meander line; thence N51°38'16"W, 77.37 feet along said meander line; thence S00°48'31"W, 148.66 feet along said meander line; thence S19°25'02"E, 203.99 feet along said meander line; thence S31°37'54"W, 164.21 feet to the ending point of said meander line, said point being N52°08'56"W, 63 feet, more or less, from the approximate ordinary high water mark of said river; thence N52°08'56"W, 451.12 feet along the South line of Lot 1 of Volume 52, Certified Survey Maps, Page 103, Brown County Records to said East right of way of Last Dauphin Road; thence N38°14'06"E, 593.78 feet along said right of way to the point of beginning. Parcel includes those lands lying between the meander line and the water's edge of the Fox River.

Parcel contains 239,198 square feet / 5.49 acres, more or less, to the meander line.

Parcel contains 300,104 square feet / 6.89 acres, more or less, to the approximate ordinary high water mark of the Fox River.

Parcel subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Town of Lawrence, City of De Pere and the Brown County Planning Commission Code in surveying, dividing and mapping the same.

Randall J. Oettinger PLS-2349
April 22, 2026



CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this ____ day of _____, 20__.

Jeffrey Kussow
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

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 dates listed below.

Ray Suennen Date
Brown County Treasurer

CERTIFICATE OF THE TOWN OF LAWRENCE

Approved for the Town of Lawrence this ____ day of _____, 20__.

Town Representative



Job #: 240554
Date: 04/01/2026
Rev:
Drafted By: ROET
Checked By:

SURVEYED FOR:
Carol Schumacher
Drawing #: L-12622

SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434-9670

**SHEET
2 OF 4**

22 Apr 2026 - 8:29a G:\Schumacher_Carol\240554_3223_1st Dauphin Rd Lawrence\CADD\240554_CSM.dwg by:roel

CERTIFIED SURVEY MAP

Part of Lot 1 of Volume 52, Certified Survey Maps, Page 103 (Map #7594–Doc. #2288990).
Brown County Records and part of Block 3 of the plat of Village of Lawrence, recorded in
Volume 1, Plats, Page 73, Town of Lawrence, Brown County, Wisconsin

OWNER'S CERTIFICATE

Carol J. Schumacher, as owner(s), we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon. We further certify that this Certified Survey Map is required by S236.10 or S236.12 to be submitted to the Town of Lawrence, City of De Pere and the Brown County Planning Commission Code for approval. Witness the hand and seal of said owner this _____ day of _____, 2026.

Carol J. Schumacher

By: _____

State of Wisconsin)
)ss.
County of Brown)

Personally came before me this _____ day of _____, 20____, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My Commission expires: _____

Notary Public, State of Wisconsin

NOTES

- 1) A Brown County Highway Department access permit must be obtained prior to any construction of a new street / road connection or driveway to a County Trunk Highway.
- 2) The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.
- 3) Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1 of the state constitution.
- 4) A Shoreland Permit from the Brown County Zoning Administrator's office is required for Lots 1 and 2 prior to any construction, fill, or grading activity within 300 feet of of the Ordinary High-Water Mark (OHWM) of navigable rivers or streams, or to the landward side of the floodplain, whichever is greater, and/or 1000 feet of the OHWM of navigable lakes, ponds, or flowages.

RESTRICTIVE COVENANTS

- 1) The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
- 2) Lots 1 & 2 contain a natural resource feature identified in Chapters 21, 22, and 23 of the Brown County Code of Ordinances. The natural resource features include floodway and floodplain areas, navigable waterways, all land within 75 feet of the ordinary high water mark of navigable waterways, and steep slopes of 20% or greater and a 20-foot setback from top and bottom of steep slopes. Development and land disturbing activities are restricted in these areas and may require approval or permits from the Brown County Planning Commission, Brown County Zoning Administrators Office or Wisconsin Department of Natural Resources.

Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	49.14'	N42°18'45"E	L10	105.89'	S10°03'45"E
L2	13.47'	N37°50'53"W	L11	44.25'	N20°39'36"E
L3	100.11'	N29°39'27"E	L12	38.59'	S02°31'53"W
L4	30.20'	N48°51'51"W	L13	133.83'	S11°02'46"E
L5	120.68'	N60°29'44"W	L14	22.66'	S30°45'45"E
L6	38.13'	N86°34'46"W	L15	47.28'	S47°04'38"E
L7	58.43'	N59°37'45"W	L16	35.99'	S62°36'44"E
L8	109.16'	N40°57'30"E	L17	165.15'	N36°15'06"E
L9	142.21'	N03°10'21"W			



Randall J. Oettinger
PLS-2349
April 22, 2026



Job #: 240554
Date: 04/01/2026
Rev:
Drafted By: ROET
Checked By:

SURVEYED FOR:
Carol Schumacher

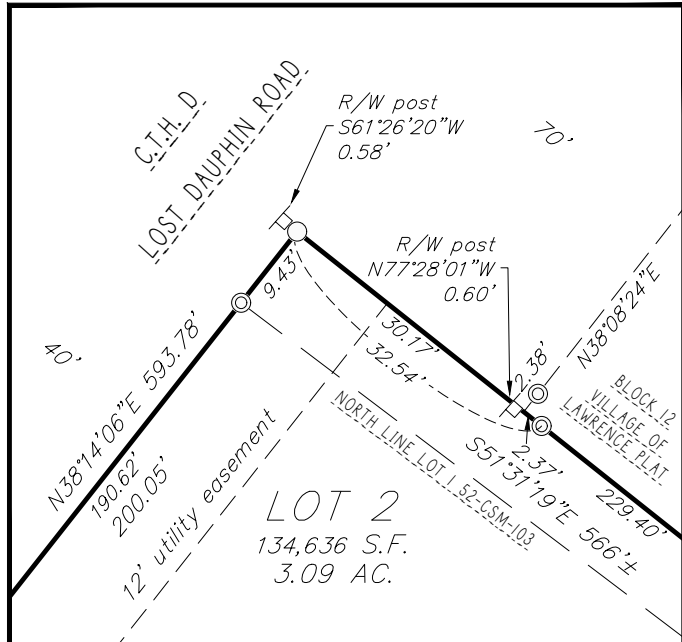
SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434-9670

Drawing #: L-12622

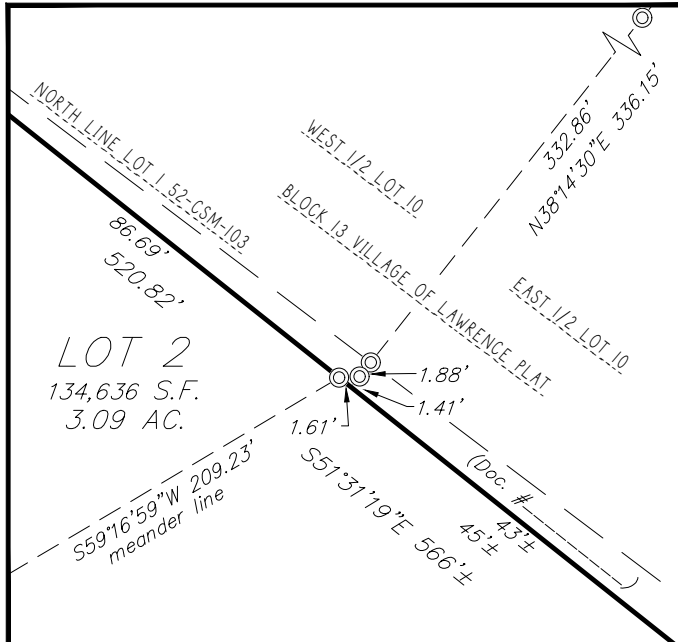
**SHEET
3 OF 4**

CERTIFIED SURVEY MAP

Part of Lot 1 of Volume 52, Certified Survey Maps, Page 103 (Map #7594-Doc. #2288990).
Brown County Records and part of Block 3 of the plat of Village of Lawrence, recorded in
Volume 1, Plats, Page 73, Town of Lawrence, Brown County, Wisconsin



DETAIL #1
(Not to Scale)



DETAIL #2
(Not to Scale)

SURVEY LEGEND

- ⊙ FOUND 1" DIA. IRON PIPE
- ⊗ FOUND 2" DIA. IRON PIPE
- SET 1.32" x 18" DIA. IRON PIPE
- W/CAP, WEIGHING 1.18# PER L.F.
- ◇ R/W POST



Randall J. Oettinger
PLS-2349
April 22, 2026

CERTIFICATE OF THE CITY OF DE PERE

Approved from the City of De Pere Common Council this ____ day of _____, 20__.

Carey Danen Date
City Clerk

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by Carol J. Schumacher, Grantor, to:

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

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

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



Job #: 240554
Date: 04/01/2026
Rev:
Drafted By: ROET
Checked By:

SURVEYED FOR:
Carol Schumacher

Drawing #: L-12622

SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434-9670

**SHEET
4 OF 4**



Request for Common Council Action

Meeting Date: May 5, 2026

Department: Development Services

From: Peter Schleinz, City Planner/Zoning Administrator

Subject: Recommendation from Plan Commission to approve a 3-lot extraterritorial certified survey map at 2315 Lawrence PKWY in Lawrence (Parcel L-2111).

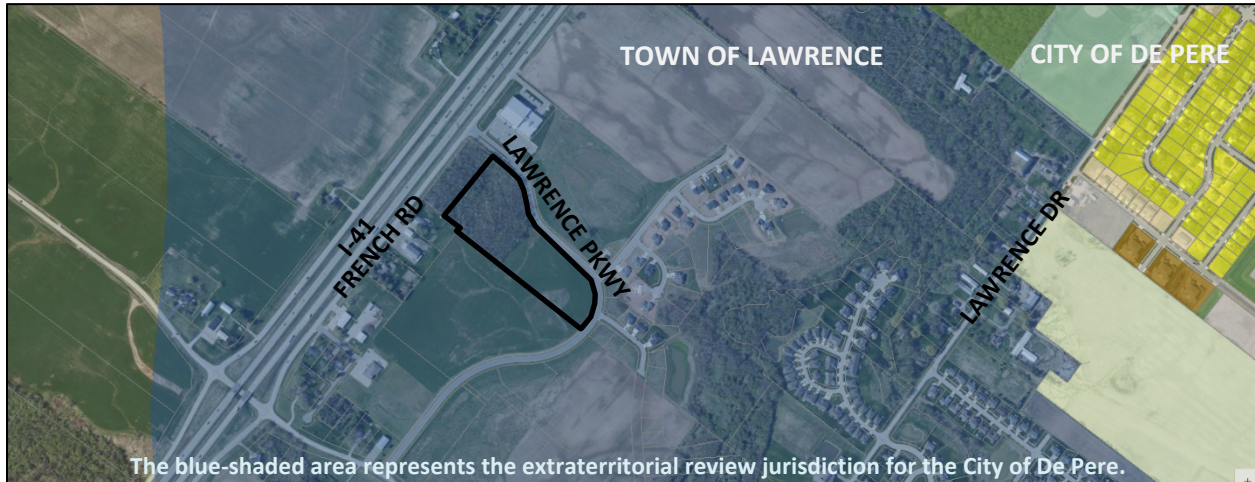
Recommendation: Motion to approve.

On April 27, 2026, Plan Commission unanimously recommended approval by a vote of 7-0.

Attachments:
PC Report, Preliminary CSM - 15 Apr 2026

Consideration and possible action for a 3-lot extraterritorial certified survey map at 2315 Lawrence PKWY in Lawrence (Parcel L-2111).*

SITE MAP



- REQUESTED ACTION:** Certified Survey Map Approval (File ECSM 26-04).
- COMMON DESCRIPTION:** 2315 Lawrence PKWY, southeast from the Lawrence PKWY and French RD intersection.
- ZONING:** B-1 (Business/Commercial District) in Lawrence.
- SURROUNDING LAND USES:** Developing agriculture to the north and south.
Residential to the east.
Natural areas and I-41 to the west.
- COMPREHENSIVE PLAN:** Outdoor recreation in Lawrence.
- APPLICANT / OWNERS:**
- | <u>Authorized Representative</u> | <u>Property Owner</u> |
|----------------------------------|-----------------------|
| Doug Woelz | Town of Lawrence |
| McMahon Associates | 2400 Shady CT |
| 1445 McMahon DR | De Pere, WI 54115 |
| Neenah, WI 54956 | |
- LAND USE HISTORY:** After a review of air photographs, the site has been undeveloped since at least 1938.
- STAFF REVIEW:** When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.
- The proposal divides the parcel into three lots.
 - Lots 1 & 2 are for business uses for eating and drinking places in Lawrence.
 - Lot 3 is for future development in Lawrence.

- The Lawrence minimum acreage and frontage requirements for Business/Commercial District are 0.3 acres and 100 feet. The De Pere minimum acreage and frontage requirements are 0.2 acres and 75 feet.
- Environmentally sensitive areas and floodways are reviewed by Brown County.

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

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

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

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



Planning/Zoning Application

Submitted On: Apr 15, 2026, 01:41PM EDT

Planning & Zoning Department

Parcel Number: (Include ALL parcels)	L-2111
Nearest property address to the project site:	Street Address: 2315 Lawrence Parkway City: DePere State: WI Zip: 54115
Check each project type that is being applied for:	CSM
Current De Pere Zoning Districts:	Not in De Pere
Existing Site Land Uses:	Undeveloped/Vacant/Agricultural
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: Town of Last Name: Lawrence
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 2400 Shady Court City: DePere State: WI Zip: 54115
Property Owner's Phone Number:	[REDACTED]
Property Owner's Email Address:	[REDACTED]
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Doug Last Name: Woelz
Authorized Representative's Business Name:	McMahon Associates
Authorized Representative's Address:	Street Address: 1445 McMahon Drive City: Neenah State: WI Zip: 54956
Authorized Representative's Phone Number:	[REDACTED]
Authorized Representative's Email Address:	[REDACTED]
Number of lots in the CSM:	3
Number of outlots in the CSM:	0
Extraterritorial Zoning Districts:	B1 Business Commercial
Please attach 1 PDF copy of the CSM.	2026-04-14 Wetlands CSM.pdf
How do you plan on paying for your application?	Online with a credit card
Total Due:	\$375.00
Property Owner or Authorized Representative Signature	First Name: Douglas Last Name: Woelz Email Address: [REDACTED]

Doug Woelz

Signed at: April 15, 2026 1:39PM America/New_York

User's Session Information

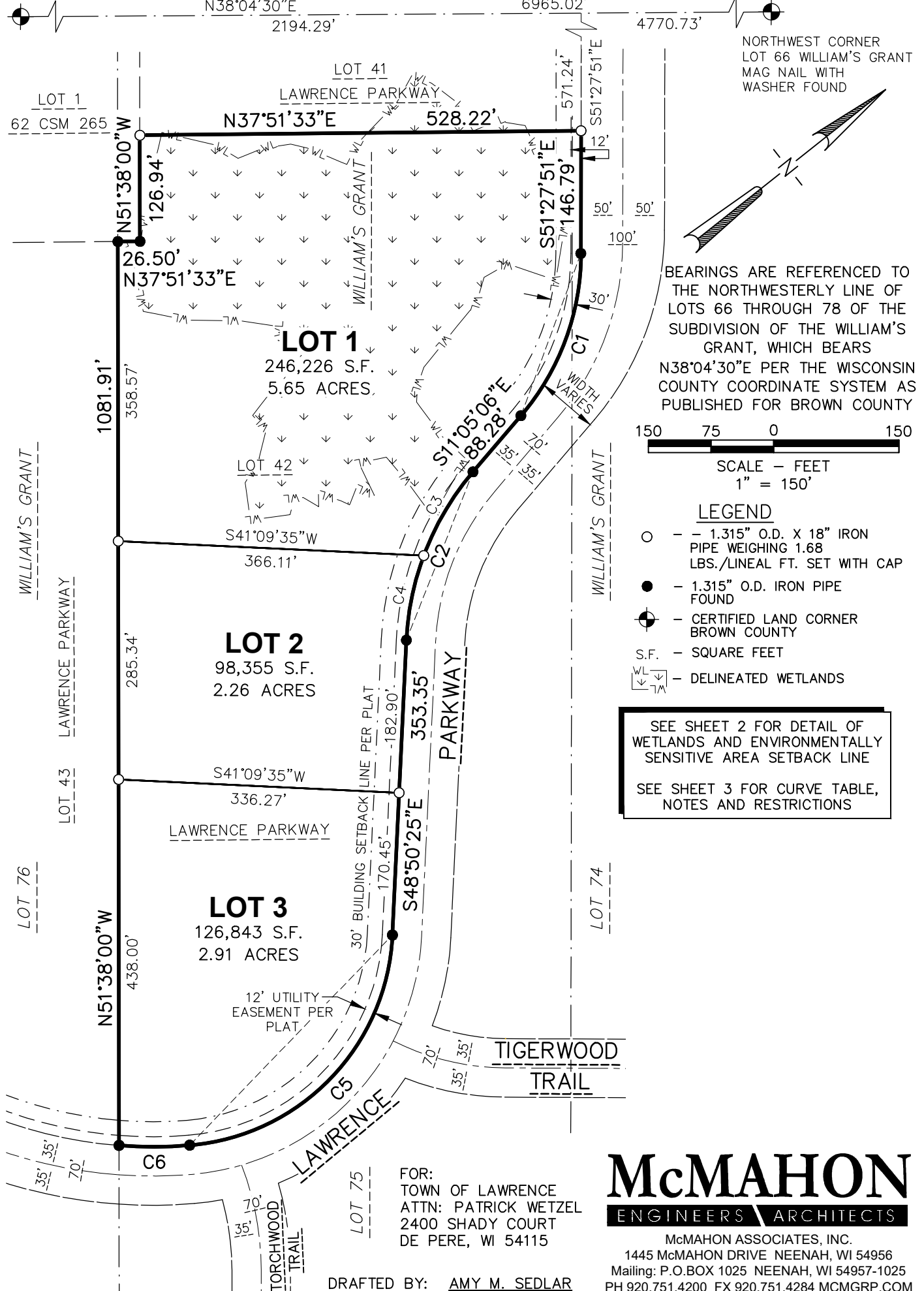
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CERTIFIED SURVEY MAP SHEET 1 OF 5

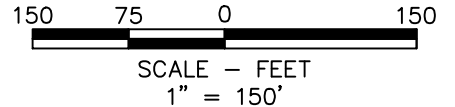
ALL OF LOT 42 OF LAWRENCE PARKWAY, RECORDED IN VOLUME 24 OF PLATS ON PAGES 153-154 AS DOCUMENT NO. 2920886, BEING PART OF LOTS 74 AND 75 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

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

NORTHWESTERLY LINE LOTS 66 THROUGH 78 OF WILLIAM'S GRANT
N38°04'30"E 6965.02'



BEARINGS ARE REFERENCED TO THE NORTHWESTERLY LINE OF LOTS 66 THROUGH 78 OF THE SUBDIVISION OF THE WILLIAM'S GRANT, WHICH BEARS N38°04'30"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR BROWN COUNTY



LEGEND

- - 1.315" O.D. X 18" IRON PIPE WEIGHING 1.68 LBS./LINEAL FT. SET WITH CAP
- - 1.315" O.D. IRON PIPE FOUND
- ⊙ - CERTIFIED LAND CORNER BROWN COUNTY
- S.F. - SQUARE FEET
- WL - DELINEATED WETLANDS

SEE SHEET 2 FOR DETAIL OF WETLANDS AND ENVIRONMENTALLY SENSITIVE AREA SETBACK LINE
SEE SHEET 3 FOR CURVE TABLE, NOTES AND RESTRICTIONS

FOR:
TOWN OF LAWRENCE
ATTN: PATRICK WETZEL
2400 SHADY COURT
DE PERE, WI 54115

DRAFTED BY: AMY M. SEDLAR

McMAHON
ENGINEERS ARCHITECTS

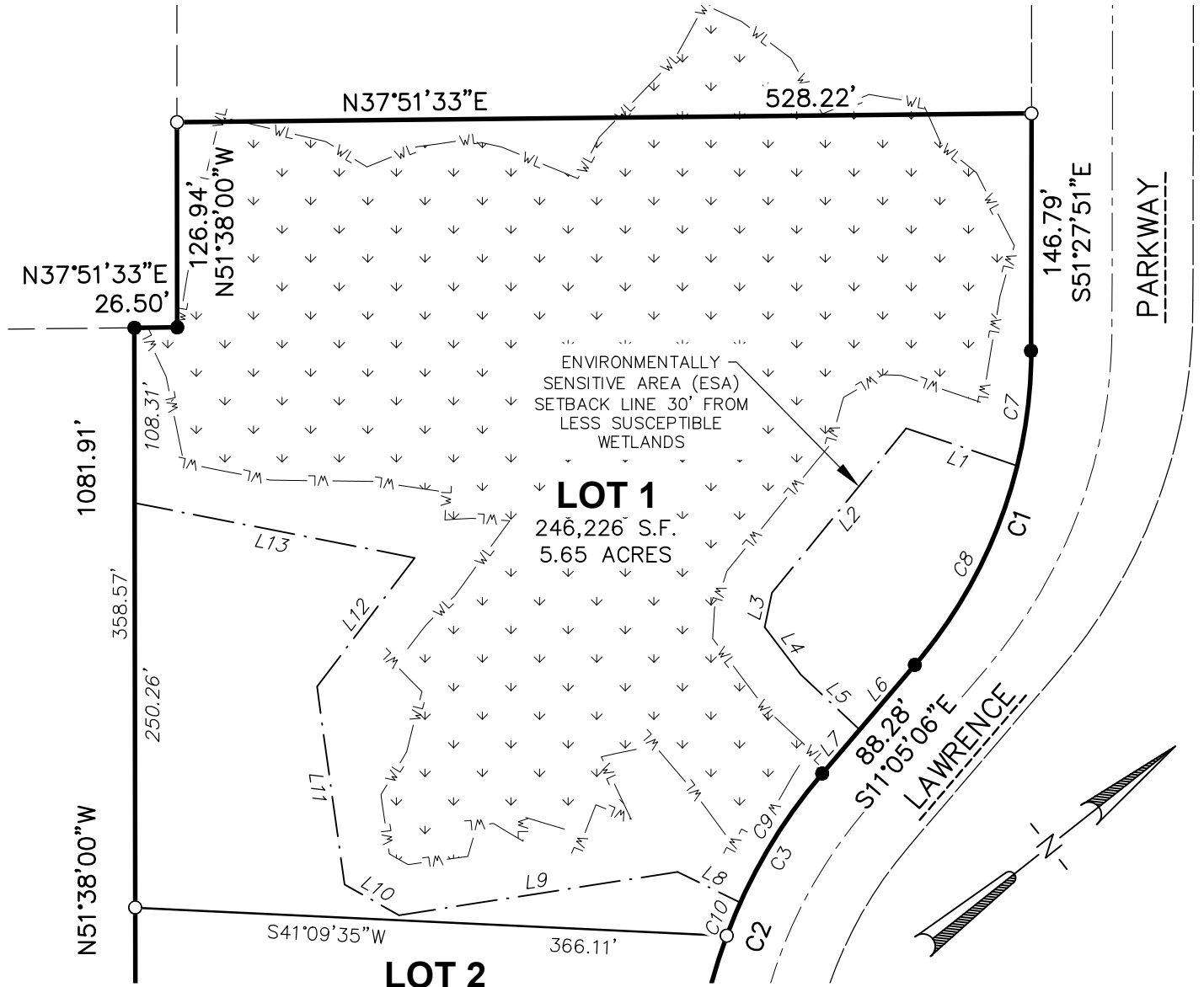
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

CERTIFIED SURVEY MAP

SHEET 2 OF 5

ALL OF LOT 42 OF LAWRENCE PARKWAY, RECORDED IN VOLUME 24 OF PLATS ON PAGES 153-154 AS DOCUMENT NO. 2920886, BEING PART OF LOTS 74 AND 75 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

DETAIL OF WETLANDS AND ENVIRONMENTALLY SENSITIVE AREA

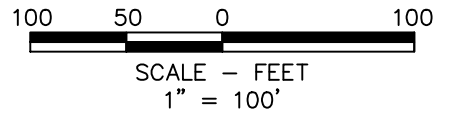


LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S57°09'39"W	72.32'
L2	S12°21'45"E	131.30'
L3	S39°38'54"E	21.67'
L4	S88°28'38"E	36.64'
L5	N81°27'37"E	50.09'
L6	N11°05'06"W	52.68'
L7	S11°05'06"E	35.60'
L8	N64°31'10"E	43.17'
L9	S29°35'50"W	174.26'
L10	S67°47'06"W	38.76'
L11	N59°27'40"W	123.55'
L12	N14°21'38"W	99.95'
L13	S49°31'40"W	176.45'

LEGEND

- - - 1.315" O.D. X 18" IRON PIPE WEIGHING 1.68 LBS./LINEAL FT. SET WITH CAP
- - 1.315" O.D. IRON PIPE FOUND
- S.F. - SQUARE FEET
- WL - WETLANDS AS DELINEATED BY WALLY SEDLAR OF McMAHON ASSOCIATES, INC., DATED DECEMBER 22, 2025

BEARINGS ARE REFERENCED TO THE NORTHWESTERLY LINE OF LOTS 66 THROUGH 78 OF THE SUBDIVISION OF THE WILLIAM'S GRANT, WHICH BEARS N38°04'30"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR BROWN COUNTY



NOTE: WETLAND DELINEATIONS ARE VALID FOR FIVE (5) YEARS. THE WETLAND DELINEATION SHOWN ON LOT 42 OF LAWRENCE PARKWAY DATED SEPTEMBER 2018 HAS EXPIRED AND IS SUPERSEDED BY THE WETLAND DELINEATION DATED DECEMBER 22, 2025.

SEE SHEET 3 FOR CURVE TABLE, NOTES AND RESTRICTIONS

CERTIFIED SURVEY MAP

SHEET 3 OF 5

ALL OF LOT 42 OF LAWRENCE PARKWAY, RECORDED IN VOLUME 24 OF PLATS ON PAGES
153–154 AS DOCUMENT NO. 2920886, BEING PART OF LOTS 74 AND 75 OF THE
RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM’S GRANT,
TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

SURVEYOR’S CERTIFICATE

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S–2327, certify that I have surveyed, divided and mapped all of Lot 42 of Lawrence Parkway, recorded in Volume 24 of Plats on Pages 153–154 as Document No. 2920886, being part of Lots 74 and 75 of the recorded plat of the Subdivision of The William’s Grant, Town of Lawrence, Brown County, Wisconsin containing 471,424 square feet (10.82 acres) of land.

That I have made this survey by the direction of the Owner of said lands.

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

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

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

NOTES:

LOT 1 INCLUDES WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR’S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

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

RESTRICTIVE COVENANTS:

ESA:

LOT 1 CONTAINS AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2040 BROWN COUNTY URBAN SERVICE AREA WATER QUALITY PLAN. THE ESA INCLUDES DELINEATED WETLANDS, ALL LAND WITHIN 10–30 FEET OF LESS SUSCEPTIBLE WETLANDS. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

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

CURVE TABLE							
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	300.00'	040°22'44"	211.42'	S31°16'29"E	207.08'	S51°27'51"E	S11°05'06"E
C2	335.00'	037°45'18"	220.75'	S29°57'46"E	216.78'	S11°05'06"E	S48°50'25"E
C3	335.00'	020°00'38"	117.00'	S21°05'25"E	116.40'		
C4	335.00'	017°44'40"	103.75'	S39°58'04"E	103.34'		
C5	265.00'	082°31'02"	381.65'	S07°34'54"E	349.51'	S48°50'25"E	S33°40'37"W
C6	530.00'	009°08'58"	84.63'	S38°15'06"W	84.54'	S33°40'37"W	S42°49'34"W
C7	300.00'	013°42'46"	71.80'	S44°36'28"E	71.63'		
C8	300.00'	026°39'58"	139.62'	S24°25'05"E	138.37'		
C9	335.00'	016°12'45"	94.79'	S19°11'29"E	94.48'		
C10	335.00'	003°47'53"	22.21'	S29°11'48"E	22.20'		

CERTIFIED SURVEY MAP

SHEET 4 OF 5

ALL OF LOT 42 OF LAWRENCE PARKWAY, RECORDED IN VOLUME 24 OF PLATS ON PAGES 153-154 AS DOCUMENT NO. 2920886, BEING PART OF LOTS 74 AND 75 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE

Town of Lawrence, as Owners, we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

Town of Lawrence
City of De Pere
Brown County Planning Commission

Dated this ____ day of _____, 20__.

Dr. Lanny J. Tibaldo,
Town Chairperson

Cindy Kocken
Town Clerk

State of Wisconsin)
)ss
Brown County)

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

Notary Public

Brown County, Wisconsin

My commission expires _____

CERTIFIED SURVEY MAP

SHEET 5 OF 5

ALL OF LOT 42 OF LAWRENCE PARKWAY, RECORDED IN VOLUME 24 OF PLATS ON PAGES 153-154 AS DOCUMENT NO. 2920886, BEING PART OF LOTS 74 AND 75 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

TOWN OF LAWRENCE APPROVAL

Approved by the Town Board of the Town of Lawrence on this _____ day of _____, 20____.

Dr. Lanny J. Tibaldo, Town Chairperson Date

Cindy Kocken, Town Clerk Date

CITY OF DE PERE APPROVAL

Approved by the City of De Pere Common Council on this _____ day of _____, 20____.

Carey E. Danen, City Clerk Date

CERTIFICATE OF COUNTY TREASURER

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.

County Treasurer Date
Raymond F. Suennen

BROWN COUNTY PLANNING COMMISSION APPROVAL

Approved by the Brown County Planning Commission on this _____ day of _____, 20____.

Brown County Planning Commission

NOTES

THIS CSM IS ALL OF PARCEL NO. L-2111
THE PROPERTY OWNER OF RECORD IS THE TOWN OF LAWRENCE
THIS PROPERTY IS CONTAINED WHOLLY WITHIN LANDS DESCRIBED IN DOCUMENT NO. 2868361



Request for Common Council Action

Meeting Date: May 5, 2026
Department: Administration
From: James Boyd, Mayor
Subject: Appointments to the Youth Commission by Mayor Boyd.
Recommendation: Motion to approve.

I am submitting the following names for appointment to the Youth Commission at the May 5th meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you have a concern with any of the appointments.

Elly Beard

Elly is a junior at De Pere High School. She loves to play and coach volleyball, and also plays tennis and pickle ball on the side. This summer she plans to work at Bay Beach, along with nannying. She looks forward to learning more about De Pere, and help make it a better place!

Jack Bruce

Jack Bruce is a junior at East De Pere High School. He has enjoyed time at Celebrate De Pere as a musician on the Main Stage, and currently does sales and online marketing at Jim’s Music. Jack is very excited to create opportunities in the city through the Youth Commission, and get involved with other like-minded young people.

Ruby Delmore

Ruby is currently a freshman at West De Pere High School. She has 389.5 volunteer hours. Outside of school and volunteering, Ruby loves to travel with her family and has already visited 8 countries and 47 states. Ruby is looking forward to building her leadership skills and creating more activities for children as part of the Youth Commission.

Smith Fameree

Smith Fameree is currently a junior at De Pere High School. He has a summer job as a lifeguard and swim instructor at VFW Pool and participates in competitive swimming throughout the year. Smith is excited to promote unity within the community—especially for teens—as well as learn about how the government operates on a local level as a member of the Youth Commission!

Chello Garlan

Chello is a sophomore at De Pere High School. Additionally, she enjoys being involved through Clean & Green Club and Key Club. Chello is enthusiastic to participate in their community and learn about their local government through the Youth Commission.

Henry Levac

Henry is a freshman at De Pere High School. He works at Uncle Mike's and loves to go biking, building model rockets, and playing soccer. He looks forward to helping teens and other community members while serving on the Youth Commission.

Connor Mason

Connor Mason is a junior at De Pere High School. He works at Sports Emporium, where he referees and coaches youth flag football. In the fall, Connor also officiates youth flag for the City of De Pere. In addition, Connor serves as a Teen Advisor to the City of De Pere Board of Park Commissioners. In his free time, Connor enjoys going to the skate park, golfing, snowboarding, hanging out with his friends, as well as playing disc golf and pickleball. Connor is excited about the opportunity to serve on the Youth Commission and hopes to help expand municipal education initiatives in local schools.

Everett Moore

Everett is a junior at West De Pere High School where he runs in track and cross country. He is grateful to serve the community with a gentle heart. Everett's goal is to listen with sincerity and make sure that every voice he hears is treated with kindness and care.

Olive Pantzlaff

Olive will be a freshman at West De Pere High School. She is starting her second year as a Junior Parkee at Patriot Park and enjoys soccer, crafts, playing with her two dogs, and hanging out with family. Olive looks forward to learning more about the De Pere community and focusing on how youth can impact the future of this growing city.

Bailey Schultz

Bailey Schultz is a sophomore at De Pere High School, and enjoys partaking in archery, computer science, and more. Bailey wishes to learn and engage with the local community through participating in the Youth Commission.

Tyler Severson

Tyler is currently a freshman at De Pere High School; outside of school he enjoys playing tennis and running cross-country. Tyler is also a member of the math team at De Pere High School. Tyler is excited to work on finding more ways to improve our community and parks.

Isaac VanRemortel

Isaac VanRemortel is a junior at De Pere High School. He enjoys performing in their show choir and participating in many other clubs in the school such as Debate Club and National Honor Society. He is looking forward to be a part of the city government and striving to create new opportunities for teens to support the community.

Jocelyn Vieth

Jocelyn is currently a junior at West De Pere High School; she works part-time at Papa Murphy's and is very active in softball and volleyball. Jocelyn is excited to be a part of the Youth Commission and make a difference in her community.

Aaron Wegmann

Aaron is a sophomore at De Pere High School, where he is involved in both the tennis team and the school band. He is an active member of the Green Bay delegation in the YMCA Youth in Government program, having served on the Steering Committee and been selected to serve as Steering Committee Chair next year. He also held the state-level position of Reading Clerk of the Harvey Assembly. Aaron has additionally participated in Model United Nations through YMCA Minnesota Youth in Government and was selected for next year's Youth Voice Steering Committee. Outside of school, he is active in Boy Scouts and has held a variety of leadership positions that have strengthened his commitment to service and leadership. This summer, he will work for the City of De Pere at the VFW and Legion pools. Aaron is interested in public service and is excited about the opportunity to be involved in local government.

Julia Whipp

Julia Whipp is currently a sophomore at West De Pere High School. She is a tennis captain, Spanish Club president, and a member of Greater Green Bay Teen Leadership. In her free time, she enjoys playing piano and competing in DECA. During her time on the Youth Commission, she is excited to learn more about city government and how she can contribute to her community.

Attachments:

None



Request for Common Council Action

Meeting Date: May 5, 2026
Department: City Clerk
From: Carey Danen, City Clerk
Subject: Appointments and reappointments to boards and commissions by Mayor Boyd.
Recommendation: Motion to approve.

I am submitting the following names for appointment/reappointment at the May 5th meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you have a concern about any of the appointments.

Appointment

Samuel Dvorak, Sustainability Commission

I was born and raised in De Pere, and my wife and I are both graduates of De Pere High School, class of 2008. When we decided to start a family, we knew we wanted to come back home, so we moved from Madison to be close to our parents and a lot of our good friends. We now have a three-year-old son and a ten-month-old daughter, and this community means a lot to us. We both want to give back to the place we grew up in, and for me, working on sustainability issues is a way I can do that.

I have a B.S. in Biology and Anthropology from UW-Stevens Point, where I was involved in student government working on environmental and sustainability issues on campus. I started my career advising commercial and industrial clients on energy efficiency at Franklin Energy Services in Detroit, then moved on to WPPI Energy, a member-owned electric cooperative serving municipal utilities and rural electric cooperatives across Wisconsin and the Upper Midwest. In my nearly six years there I worked my way up from System Operator to Day Ahead Scheduler, which gave me a solid background in grid operations and energy scheduling. In 2022 I joined Constellation as a Gas Analyst in Volume Management, where I work today. Constellation is the nation’s largest producer of clean, reliable energy, with 55 gigawatts of capacity across nuclear, natural gas, geothermal, hydro, wind, and solar. They’re aiming for 100% carbon-free generation by 2040, and it’s something I’m proud to be a part of.

Reappointments

Julie Massey, Board of Health
Pam Manley, Green Bay Area Room Tax Commission
Jane Schueller, Historic Preservation Commission
Jayme Sellen, Police & Fire Commission

Attachments:

None



Request for Common Council Action

Meeting Date: May 5, 2026

Department: Parks, Recreation & Forestry

From: Paula Rahn, Recreation Superintendent

Subject: Recommendation from the Board of Park Commissioners to accept a \$2,500 donation from Ameriprise Financial on behalf of Greta Johnson to the Recreation Scholarship Fund.

Recommendation: Board of Park Commissioners recommend accepting the donation.

The Board of Park Commissioners, at the April 16, 2026 meeting, approved accepting a \$2,500 donation to the Recreation Scholarship Fund from Greta Johnson. The motion passed unanimously with a 7-0 vote.

Attachments:
Rec Scholarship 2026 - Greta Johnson

CITY OF DE PERE

Community Center



600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org

TO: Board of Park Commissioners
FROM: Paula Rahn, Recreation Superintendent
DATE: April 1, 2026
RE: Consideration & Possible Action to Approve \$2,500 Donation from Ameriprise Financial on behalf of Greta Johnson to the Recreation Scholarship Fund

Staff respectfully requests the Board of Park Commissioners' approval to accept a generous donation of \$2,500 from Ameriprise Financial on behalf of Greta Johnson to the Recreation Scholarship Fund. Ms. Johnson has graciously contributed this same amount annually for the past seven years, and we are sincerely grateful for her continued generosity and support of our community.

Through 2025, the Recreation Scholarship Fund has awarded 608 scholarships to individuals and families within the De Pere community. The current fund balance is \$54,975.64.

Thank you for your time and consideration.

Donation Information:

From: Greta Johnson

1301 Franklin St.

De Pere, WI 54115

To: De Pere Parks & Recreation Department

For: Recreation Scholarship Fund

Amount: \$2,500



City of De Pere, Wisconsin

8.D

Request for Common Council Action

Meeting Date: May 5, 2026

Department: City Clerk

From: Carey Danen, City Clerk

Subject: Recommendation from the License Committee on applications for Special Permits allowing consumption of alcohol beverages on public ways, submitted by Definitely De Pere for the following events:

Recommendation: Motion to approve.

Attachments:
None



City of De Pere, Wisconsin

8.D.i

Request for Common Council Action

Meeting Date: May 5, 2026

Department: City Clerk

From: Carey Danen, City Clerk

Subject: Tour De Pere on Monday, June 22 from 11:00 am - 9:00 pm.

Recommendation: Motion to approve.

Definitely De Pere has not yet provided the 2026 map.

Attachments:

Tour De Pere Open Intox Letter 2026, Tour De Pere Event Map_2025



Thursday, April 16, 2026

City of De Pere
335 S Broadway
De Pere WI 54114

Dear Mayor Boyd, Members of the License Committee, and De Pere Alderpersons:

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing consumption of beer outdoors during Tour De Pere on Monday, June 22, 2026 from 11:00 am - 9:00 pm.

We have submitted the necessary special event permit and will obtain a temporary liquor license for this event. We are working with the Department of Public Works to coordinate the required street closure and site plan. Also, we will be sending a letter to surrounding businesses, residents and property owners to notify them of Tour De Pere taking place and provide details about the event date, time of the event, and the time set up will begin.

The event is part of the largest competitive road cycling series in the U.S., and is expected to draw 500 racers and thousands of spectators. In addition to the races, there will be live music, food trucks, a beer tent, marketplace vendors, and fun activities for all ages. The 0.63 mile criterium runs throughout downtown De Pere with the start and finish line on Broadway.

We look forward to a successful fourth year for Tour De Pere, and value our partnership with the City of De Pere. If you have any questions please do not hesitate to contact me.

Best Regards,

A handwritten signature in black ink, appearing to read 'Tina Quigley', written in a cursive style.

Tina Quigley, Executive Director



Tour De Pere - Street Closure Map

 Public Parking

 Streets Closed to Vehicle Traffic



City of De Pere, Wisconsin

8.D.ii

Request for Common Council Action

Meeting Date: May 5, 2026

Department: City Clerk

From: Carey Danen, City Clerk

Subject: Alley Nights on Friday, June 19, July 17, and August 21 from 5:00 pm - 10:00 pm.

Recommendation: Motion to approve.

Attachments:
Alley Nights Open Intox Letter 2026, Alley Night Event Map



Thursday, April 16, 2026

City of De Pere
335 S Broadway
De Pere WI 54114

Dear Mayor Boyd, Members of the License Committee, and De Pere Alderpersons:

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing the consumption of beer during our new Downtown De Pere event series, Alley Night, on Thursday, June 19, July 17, and August 21 from 5:00 pm – 10:00 pm.

We have submitted the necessary special event permit and will obtain a temporary liquor license for these dates. We are working closely with the Department of Public Works to coordinate street and alley use, including any required closures and site planning. We are actively working with businesses on the west side of downtown to gather their input and partner with them on selecting and programming vendors and entertainment for the event. We will also invite surrounding downtown businesses, including restaurants, shops, and galleries, to participate and engage with attendees throughout the event.

The Alley Night event series invites the community to experience Downtown De Pere in a new light. This unique evening event transforms our downtown alleys into lively gathering spaces filled with art, live music, food, and unexpected performances. Visitors are encouraged to stroll two blocks of activated alleyways and discover buskers, artists, and pop-up performances along the way, while enjoying offerings from local food and beverage partners.

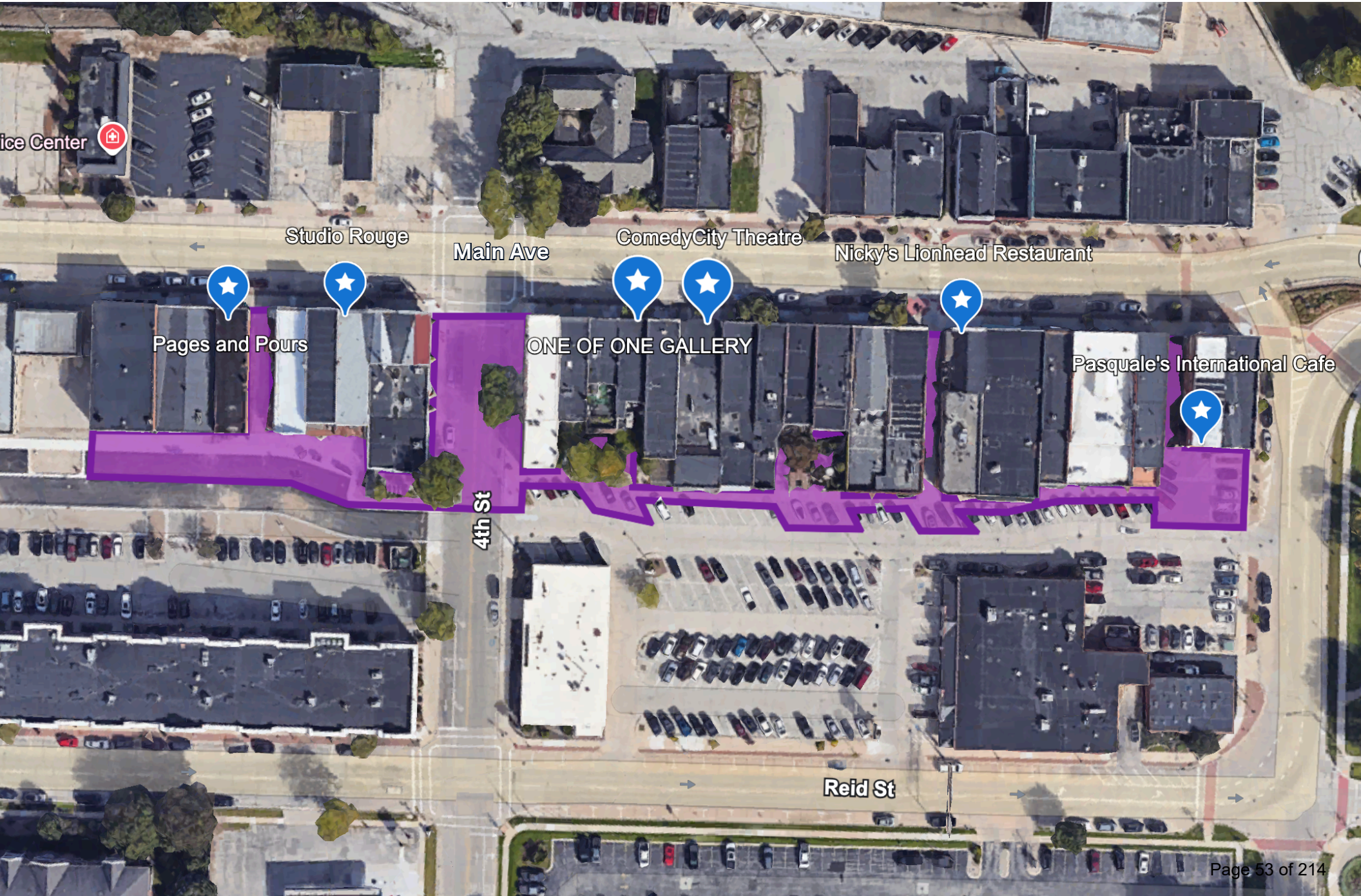
We look forward to the launch of Alley Night and our continued partnership with the City of De Pere. If you have any questions, please do not hesitate to contact me.

Best Regards,

A handwritten signature in black ink, appearing to read 'Tina Quigley', written in a cursive style.

Tina Quigley, Executive Director

Third Fridays in the Summer: June 19, July 17, August 21 from 5 PM - 10 PM





City of De Pere, Wisconsin

8.D.iii

Request for Common Council Action

Meeting Date: May 5, 2026

Department: City Clerk

From: Carey Danen, City Clerk

Subject: Music on the Plaza on Friday, June 26, July 24, and August 28
from 5:00 pm - 9:00 pm.

Recommendation: Motion to approve.

Attachments:

Music on the Plaza Open Intox Letter 2026, Music on the Plaza Map



Thursday, April 16, 2026

City of De Pere
335 S Broadway
De Pere WI 54114

Dear Mayor Boyd, Members of the License Committee, and De Pere Alderpersons:

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing consumption of beer during Downtown De Pere Music on the Plaza on Friday, June 26, July 24, and August 28 from 5:00 pm - 9:00 pm.

We have submitted the necessary special event permit and will obtain a temporary liquor license for this event. We are working with the Department of Public Works to coordinate the required street closure and site plan. Also, we will invite surrounding businesses along with other downtown restaurants, shops and galleries to participate in the event.

On the fourth Friday of each month this summer, original music performances from regional artists will be featured at the Michael J Walsh Plaza. The Plaza will be transformed into an outdoor dining space allowing attendees to order takeout from their favorite downtown restaurant or on-site food vendor while taking in live music and enjoying craft beers and hard seltzers.

We look forward to Music on the Plaza and our partnership with the City of De Pere. If you have any questions please do not hesitate to contact me.

Best Regards,

Tina Quigley, Executive Director



Michael J. Walsh Plaza

James St

James St

N Broadway

The Puddle Duck



N Wisconsin St



Request for Common Council Action

Meeting Date: May 5, 2026
Department: Development Services
From:
Subject: Consideration and possible action on proposed development agreement terms with New Land Enterprises LLC for a proposed redevelopment for the west side of the 100 S Broadway Block in Downtown De Pere, Tax Increment District No. 18.

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

Recommendation: To approve

Attachments:

Proposed Redevelopment 100 Block S Broadway ST- TIF Review Memo 05052026, Proposed Redevelopment 100 Block S Broadway ST - Site and Floor Plan, Proposed Redevelopment 100 Block S Broadway ST - Renderings, Proposed Redevelopment 100 Block S Broadway ST - Material Board, BroadwayFront Street Redevelopment Agreement FAQ 05052026 (CLOSED SESSION)

CITY OF DE PERE

Development Services Department



335 South Broadway Street, De Pere, WI 54115 | 920-339-4043 | www.deperewi.gov

May 5, 2026

To: City of De Pere Common Council
 Mayor James Boyd
 Kim Flom, City Manager

From: Daniel Lindstrom, AICP Development Services Director

Re: Consideration and possible action on proposed development agreement terms with New Land Enterprises LLC for a proposed redevelopment for the west side of the 100 S Broadway Block in Downtown De Pere, Tax Increment District No. 18.

Executive Summary Introduction

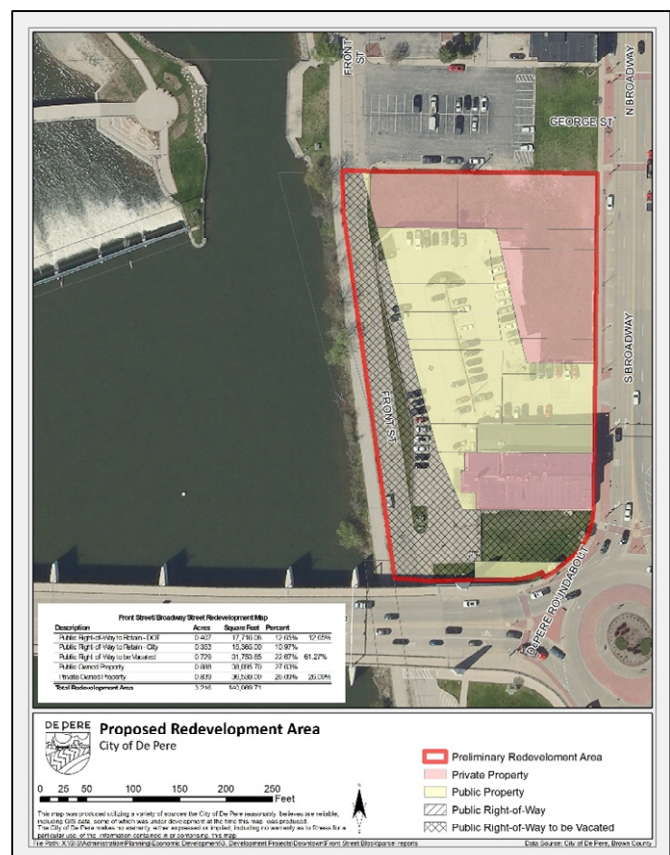
The proposed redevelopment is an important opportunity for Downtown De Pere. It advances long-standing community goals and addresses the challenges of a tight, complex riverfront site. Because this property is one of the most difficult in the district, it requires the right mix of building design, appropriate density, financial feasibility, and a strong public-private partnership. The project described below offers a realistic path forward in today's market. It supports the City's broader housing goals, adds to the tax base, and creates major public improvements along the Fox River. It also recognizes the site's limitations and the careful decisions needed to make a project of this scale possible.

Where

100 S Block S Broadway Street, De Pere. Also known as the Front Street redevelopment area, it generally borders Front Street, Broadway Street, the George Street Parking lot, and the Claude Allouez Bridge. The site is approximately 2.2-2.4 acres. The map to the right outlines the approximate project boundary. Exhibit A of this review letter contains a larger-scale version of the map.

What

Urban mixed-use development consisting of 198 residential units, of which 33 are condominium ownership, and 165 are market-rate apartments, approximately 11,900 square feet of commercial space, over 250 interior parking spaces, significant residential amenities, and pedestrian-focused outdoor spaces. The proposed building is six stories tall along Broadway and seven stories tall along the Fox River. The project will provide very distinct, high-quality, and highly amenitized apartments and condominiums in downtown De Pere. The commercial spaces are



currently planned to include restaurants with outdoor dining overlooking and along the waterfront. The developer is currently constructing NOVA GB in downtown Green Bay and anticipates shared management quality across both projects. The images below are a sample subset of the preliminary renderings included in Appendix B.

BROADWAY LOOKING NW

KORB



RESTAURANT PATIO

KORB





The building proposal is designed to activate Broadway, Main Avenue, and the riverfront. Two-story townhome units with private entrances will face the Fox River. The main lobby, leasing office, coworking, and fitness center will be located in the center of the building at street level on Broadway. Street-level commercial space will line Broadway at the northeast and southeast corners and wrap around Main Avenue elevation west towards the river. The commercial space will wrap both the southeast and southwest corners of the building, and both the street-level and river-level.

Lower Level/First Floor (Front Street and Broadway)

Conversion of Front Street into a pedestrian-focused riverfront public open space.

12 riverfront two-story townhome-style condominiums.

Extension of George Street from Broadway to Front Street and the reconstruction of a public parking lot.

Statement public staircase that connects Broadway to the riverfront on the south side of the property.

Approximately 11,900 square feet of street-fronting and river front commercial space.

Approximately 6,700 square feet of residential amenity spaces, including coworking space, office, fitness center, golf simulator, and pet spa area, etc.

Outdoor dining and patio area.

255 indoor parking spaces and designated bicycle parking.

Second Floor (Level 02)

40 Residential Apartments.

Residential amenity deck to include a pool, grilling station and clubroom.

Third, Fourth, and Fifth Floors (Levels 03, 04, and 05)

125 Total Residential Apartments

Sixth Floor (Level 06)

21 Condominiums

Architectural Design

The building combines a contemporary design with traditional materials. The proposal includes high-quality elements that fit well with Downtown De Pere, such as brick, stone, and other natural finishes. Some features, including the roofline, draw inspiration from the Mulva Cultural Center. The upper floors along Broadway are set back from the street to reduce the sense of height for people walking nearby. A preliminary review shows that most of the project's design appears to meet the Downtown De Pere Zoning Code. There may be exceptions related to balcony placement and certain accent materials. A full site plan review would confirm whether any additional adjustments are needed.

Who

New Land Enterprises is a Milwaukee-based development firm that has designed, built, and managed many high-quality mixed-use and multifamily projects across Wisconsin, mostly in the urban centers of communities. They are currently finishing construction of NOVA GB in Downtown Green Bay, which is expected to open in the coming months. The company is vertically integrated, meaning it handles nearly every part of the development process in-house. This includes site selection, design, construction management, leasing, and long-term operations. That organizational structure gives New Land Enterprises the flexibility and expertise needed to take on complicated sites like this one. The company also operates as a long-term owner rather than building projects with the intention of selling them after a short investment period.

For this project, the developer would purchase the parcels from the two current owners, the City of De Pere and MP Broadway, LLC, before beginning construction.

How

Downtown redevelopment is always complex, and the economic climate has become more difficult over the past five years. To achieve the City's goals for responsible growth and the revitalization of blighted properties, a partnership that uses tax increment financing is often necessary. Staff reviewed several versions of this project and completed detailed financial analyses to develop terms that close the project's funding gap while still protecting the health of the Tax Increment District and limiting risk to taxpayers. Overall, the project will add or require:

- Approximately \$70,000,000 in total assessed value, including approximately \$68,500,000 in new increment value.
- George Street extension to Front Street and additional on-street parking along Broadway Street and Front Street south of the Claude Allouez Bridge.
- A public art component adjacent to the Fox River Trail and waterfront.
- Publicly accessible, pedestrian-focused plaza amenities along the water and a grand staircase and possible ramp connecting Broadway ST to the Fox River.
- \$8,350,000 project cost reimbursement grant following project milestones.
- \$3,580,000 PAYGO Project Grant in the form of a Municipal Revenue Obligation schedule.

When

Project schedules are always subject to change based on due diligence, financing, construction costs, etc. This is our most current estimate based on conversations with the developer. In this case, the project could also be subject to condominium pre-sales.

1. Now to Q2 2026: Project Terms, Development Agreement, Final Conceptual Design
2. Q2 2026 to Q3 2026: Site Planning, Infrastructure Coordination, Grant Submittals
3. Q2 2026-Q4 2026: Design Development, Permit Submittal, Street Vacation Pre-Construction
4. Q4 2026 – Q4 2028: Project Construction, Public Infrastructure Design and Construction
5. Q2-Q3 2028: Public Infrastructure Completion

Important Project Considerations

This property has been identified as a key redevelopment site in Downtown De Pere and has been discussed in detail as part of various Downtown Planning efforts. This is an extremely difficult property to redevelop, particularly at this time, and requires density, a specific investment profile, creative land use mix, city-private partnership, and an accomplished and creative development team. The project will provide residential units at the high end of rent rates and sales prices in De Pere. The city is committed to providing a wide variety of housing types within the city, and this project will likely be the last project of its type in the region due to market demand. This project does not include provisions specific to affordable or workforce housing and requiring some level of affordability across all city projects is not a viable policy option at this time. Rather, the city continues to pursue affordability initiatives in earnest in other areas. The benefits this project will provide to the TID and the overall tax base will translate into additional future local funds that can be used to extend affordability initiatives. Section 2.2 of this memo outlines the greater impact on the housing market.

This project will dramatically change the pedestrian and vehicular experiences on three sides of the property. The riverfront will transform from Front Street and the Fox River Trail to a pedestrian-focused, linear open park-like space that will still include the Fox River Trail. George Street will extend from Broadway to the river, improving vehicular access to Voyageur Park, the Fox River, and surrounding amenities. A grand staircase and pathway will allow pedestrians to connect directly to the river from Broadway near the roundabout, rather than walking north or south to reach the waterfront. All of the spaces will include improved landscape and hardscape amenities. The developer has proposed a viable development, with TIF assistance, in the current market while also meeting the City's goals for high-quality design, urban form development, first-floor commercial retail/restaurant space, and enhanced pedestrian-focused public amenities, including along the Fox River. The mix of apartments and condominiums is a unique feature of this property and is necessary to support the project financially due to cost constraints.

The project's feasibility is highly sensitive to construction costs, structured parking, achievable rents. The proposed density is necessary to reach market-supportable returns. The Development Incentive total dollar amount may seem significant at approximately \$12,000,000, but it is in line with the percentages for other downtown and other income-generating projects around the City. Said another way, this project could receive neither significantly more nor less percentage than other similar projects in Downtown De Pere, except that it is a single larger building compared to several buildings, as in the two blocks of the redevelopment of the former Shopko site. The project will add an estimated \$68,500,000 in new assessed increment value to the downtown.

The remainder of this report summarizes the evaluation under the following topics.

- 1) Redevelopment Process
- 2) Impact of the redevelopment project on the downtown
- 3) Project assumptions and underwriting
- 4) Market evaluation and analysis on the projected rates of returns
- 5) Project TID 18 Cash Flow and Impact

Section 1. Redevelopment Process

The redevelopment negotiation process to date has been slightly different from other projects on city-owned property. In most cases, the city issues an RFP to solicit proposals from interested developers. In this scenario, however, the city is not the sole landowner and is therefore coordinating with a developer that has already been in communication with the adjoining property owner. This approach provides flexibility to work with a developer interested in comprehensive, coordinated redevelopment rather than pursuing two separate and smaller piecemeal projects that would not likely "pencil out" without much higher levels of support.

Following a presentation for development site in De Pere to the National Association of Industrial and Office Parks (NAIOP), the city was approached by two different development groups in 2025 interested in redeveloping the

site. During the process, one group determined that their project and the city’s expectations were not aligned with their investment targets, short-term investment horizon, or preference for a fully market-rate apartment rental project with no first-floor retail component. As a result, New Land Enterprises approached the city and the adjoining property owner separately to present their interest in redeveloping the waterfront.

The developer has spent and will continue to spend significant amount of time working through many challenges on this site. These include environmental contamination and cleanup, groundwater issues, building demolition, and the need to rebuild or relocate aging utilities. They also have to balance the idea of closing certain streets with the need to maintain and increase public access. One of the biggest challenges has been creating a workable development budget that includes assembling and purchasing multiple properties in a fully built-out downtown area.

If recommended for approval by the Common Council, the next steps in the redevelopment approval process include, but are not limited to:

- Development Proposal and Terms Presentation May 5, 2026 (Common Council)
- Development Agreement June 2026 (Common Council)
- Neighborhood Information Meeting (if necessary) June 2026
- Street Vacation July 2026 (Plan Commission)
- Design Exceptions July 2026 (Plan Commission)
- WEDC/DNR Grant Submittal August/Sept 2026
- George Street Extension Design 2027 (Board of Public Works)
- George Street Parking Lot Design 2027 (Board of Public Works)
- Front Street Parking Lot Design 2027 (Board of Public Works)

Section 2. Impact of the Redevelopment Project to the Downtown

The following section evaluates the project's impact on downtown parking, housing, affordable housing, and the Cultural District Master Plan.

2.1 Parking Impact

As preliminarily presented, the proposed development would add 198 new housing units downtown, including 165 market-rate rental units and 33 condominium units. Most condos are expected to range from \$370,000 to \$950,000, with several exceeding \$1,000,000. The program includes a minimum of 12 two-story townhome units along the waterfront and up to 21 condominium units on the top floor. The entire development would be self-parked in accordance with zoning requirements. Overall, the project is anticipated to add approximately 250 to 320 new long-term residents. The inclusion of 11,100 square feet of retail space would support an estimated three to four new retail or restaurant establishments downtown.

Based on the parking model adapted for this project, the proposed mix of uses is expected to generate a peak demand of approximately 254 parking spaces. Under the City of De Pere zoning code, the same program would require 243 spaces. The development includes 255 self-parked stalls within the building, resulting in a surplus of 1 space relative to the shared-parking model and 15 surplus spaces relative to zoning requirements. The zoning code allows up to 25 public parking stalls within 1,500 feet to count toward the minimum requirements. Using this provision, the applicant may apply a net surplus of 35 stalls. The images in Exhibit B illustrate how the project would be self-parked with access from the George Street extension, and Exhibit G illustrates the preliminary concepts for the George Street extension and parking lots. The project would remove approximately 110 public parking stalls from downtown. However, recent parking utilization counts show that the lot average one or fewer occupied stalls during typical weekday hours (7:30 a.m.–5:00 p.m.), with only modest increases during evening events at the Broadway Theater. The existing parking lot was primarily used by the previously occupied building. Staff recommend coordinating with Walker Consultants to update the parking demand analysis with this new information and to review overall parking demand and supply in the downtown.

2.2 Housing Impact

The addition of 198 new residential units and 11,900 square feet of commercial retail space in the downtown district represents a significant opportunity to strengthen the community's long-term economic vitality. Increasing the number of households in the urban core expands the local customer base, supports existing businesses, and creates demand for new restaurants, services, and retail offerings. This level of residential density extends activity beyond traditional 8:00 am-5:00 pm working hours, contributing to a more vibrant, walkable, and economically resilient downtown. The new commercial space further enhances this effect by creating opportunities for local entrepreneurs, expanding the tax base, and increasing foot traffic, which in turn improves safety and encourages additional private investment. Concentrating new housing and commercial activity in the downtown core also supports efficient land use, reduces pressure for outward expansion, and leverages existing infrastructure, aligning with the city's long-term planning goals.

Some residents have expressed concerns about adding market-rate housing, but research and real-world experience show that it benefits the entire community. When new market-rate homes are built, current residents often move into them. This frees up their previous homes, which then become available to other households. That movement continues down the line and is known as a "housing cycle" or "vacancy cycle." City staff regularly hear from empty nesters who want to move into a downtown condo but cannot find one that fits their needs. When people move into new units, they open up homes that others can afford. Even if the new units are higher-priced, the increased movement they create helps residents find housing that better matches their stage of life, budget, or location needs. Over time, this process strengthens the entire housing market. It creates more options at different price points and allows people to move naturally through the housing cycle as their needs change.

Why Doesn't the Project Include an Affordable Housing Component?

While new downtown housing provides clear community benefits, projects that include structured parking, high construction costs, and mixed-use components generally cannot support affordable units without federal tax credits. Affordable rents create a significant revenue gap, and in most communities, this gap is filled through the Low-Income Housing Tax Credit (LIHTC) program. Because the city has no Qualified Census Tracts (QCTs), projects here are not typically eligible for the enhanced tax-credit basis required to make mixed-income or affordable units feasible. LIHTC applications are very detailed and expensive and most developers will not submit an application if they know they will not score favorably with the reviewing agency. Without these state and federal incentives, the full affordability gap would fall on the city, requiring substantial local subsidy—making affordable units financially infeasible under current market conditions and within the constraints of the existing TID 18.

Even so, the city continues to advance housing affordability through broader community-wide strategies. The TIF Housing Affordability Program supports neighborhood reinvestment, including Rock the Block and a low-interest loan program that helps homeowners repair and modernize existing housing. The city has also incorporated affordable units into select greenfield developments where costs are lower and the affordability gap is manageable. Looking ahead, the city is preparing an affordable lot-purchase program on recently annexed lands to expand opportunities for income-qualified households. The City and State offer an upperstory activation program that promotes housing affordability through low-interest loans for building owners to retrofit the upstairs to units. These efforts demonstrate a targeted, financially responsible approach to affordability, even when individual redevelopment projects cannot support affordable units on their own. Attachment 1 compares the impact of adding affordable units in two simplified development scenarios – a greenfield construction and downtown redevelopment.

2.3 Cultural District Master Plan Review

In 2018, the City of De Pere's Cultural District Master Plan (CDMP) evaluated several redevelopment concepts using assumptions that, even at the time, understated actual site acquisition, construction, and parking costs, resulting in proformas that produced 0–1% returns and required TIF assistance levels the TID could not support. These scenarios also relied on lower-density zoning limits of 2.8 to 3.15 Floor Area Ratios (FAR), which constrained the ability to achieve the critical mass needed for financial feasibility. As market conditions have shifted, most notably with development costs rising 30% to 45% since 2018; these concepts would be even less viable today, as

rents have not kept pace with escalating costs. The purpose of this analysis is not to critique the CDMP but to illustrate how density, scale, and changing market realities shape the feasibility of redevelopment. Recognizing these challenges and the need to support higher-density redevelopment, the Plan Commission and Common Council removed height limitations in the 2023 zoning code rewrite.

Section 3. Project Assumptions and Underwriting

According to the per-unit analysis, after demolition, land purchases, and land dedications, the proposed redevelopment project is estimated to create approximately \$70,000,000 in total value for downtown and has been evaluated by the City Assessor.

Table 1: Project Assessed Value Summary

Description	Anticipated Construction		Assumed		Increment Value
	Year	TID Assignment	Existing	Proposed	
Mixed Use w/ Market Rate Apts	2026	18	\$ 607,200	\$ 39,840,000	\$ 39,232,800
Condo	2026	18	\$ 202,400	\$ 29,700,000	\$ 29,497,600
Total			\$ 809,600	\$ 69,540,000	\$ 68,730,400

3.1 Developer Sources and Uses of Funds

When reviewing the sources of funds, it is important to ensure that the project borrows as much as reasonably possible from lenders and investors, so that private capital contributes an appropriate share given the expected market rate of return. If these sources are maximized and there are still insufficient funds to cover total project costs, a financing gap exists that may be filled by alternative sources such as TIF. However, if rising project costs, higher interest rates, or other unforeseen factors cause the total cost of borrowing to exceed what banks are willing to finance—even when the developer has maximized lending capacity—then a gap may also exist. In such cases, the gap may be addressed through an upfront TIF cash grant or annual PAYGO TIF payments.

City staff prepared a detailed analysis of the total redevelopment project’s sources and uses of funds. Working collaboratively, the developer and city staff evaluated several scenarios and revised the development pro forma to include approximately 70.1% permanent financing, or roughly \$54,000,000 in private borrowing. The developer will contribute equity through a combination of sponsor cash equity and private equity totaling approximately \$14,500,000 (19%), and is requesting an upfront TIF cash grant of approximately \$8,350,000 (10.84%), \$3,580,000 in MRO, and potentially \$150,000 in state grants (DNR/WEDC). This lending and financing structure is consistent with mixed-use, market-rate apartment projects, hotels, and other commercial developments, where permanent financing typically ranges from 65% to 75%. Table 2 illustrates the proposed costs.

Table 2: Sources and Uses of Funds Percent of Project Costs

Use Description	Redevelopment		Infrastructure	
	Amount	% of Costs	Amount	% of Costs
Private Development				
Financing Loan (including MRO Loan)	\$ 54,000,000	69.14%	\$ -	0.00%
Developer Equity	\$ 14,555,181	18.64%	\$ -	0.00%
Upfront Cash Grant Incentive	\$ 8,350,000	10.69%	\$ -	0.00%
Site Assembly Grant	\$ 1,200,000	1.54%	\$ -	0.00%
Public Infrastructure				
City Infrastructure Borrowing	\$ -	0.00%	\$ 700,000	63.64%
State or Local Grants	\$ -	0.00%	\$ 400,000	36.36%
Percent of Total (less MRO)	\$ 78,105,181	100.00%	\$ 1,100,000	100.00%
		98.61%		1.39%

As noted above, based on the developer’s presented project costs and sources of funds, the proposed redevelopment includes \$3,580,000 in additional development funding, with the developer monetizing an additional annual PAYGO TIF note through supplemental bank financing that would be incorporated into a future

refinancing. MRO payments would be made by the city following annual tax payments to ensure the project meets the expected market rates of return necessary to attract investors. The value of the initial funding gap, including the cash grant and PAYGO note, represents approximately 17.3% of the total potential increment (roughly \$68,700,000). When the site assembly grant is included, this value increases to 19.1%, and when the cost of relocating the business at 126 S. Broadway and demolition is added, the percentage increases to 21.0%. As noted earlier in this review, the developer would also construct exterior amenities available to the public through access easements at a shared city cost, further increasing the effective incentive amount.

The overall incentive is similar to the complete incentive term sheet for the entire Shopko redevelopment project including the public land purchases (22.6%); however, an underground parking component of that project was not scalable for the first two buildings of the Shopko redevelopment project. As a result, the city is constructing a parking ramp valued at nearly \$45,000 per stall where land, architectural and engineering services, and construction management are included. Although the Marriott Hotel and 550 William Street will pay monthly fees toward the ramp, those fees do not fully cover the city’s operating costs or the proportionate debt costs for their leased stalls. The purpose of referencing the Shopko Redevelopment example is not to pit one against the other but to illustrate that every redevelopment project has a unique set of challenges. Shopko challenges included the demolition of a 60,000-square-foot building and a redevelopment site bisected by two streets that did not allow for effective shared underground parking. It did afford the opportunity to have multiple buildings on site. Whereas the Broadway/Front Street redevelopment included higher land acquisition costs and a uniquely shaped lot with historic contaminated fill. The removal of public surface parking required the inclusion of underground parking, thus increasing the total development costs. To overcome the site challenges, a greater density in the form of a single building with market-rate apartments and owner-occupied condos was necessary. By doing so there is an opportunity to improve public waterfront access and dining in the city.

The total value of the proposed redevelopment public funding represents 46% of the total increment generated, and when the cost of borrowing is included, total public funding represents approximately 81% of the total generated income. For comparison, the projections for the Shopko Redevelopment term sheet were 46% and 65% (not including parking ramp), respectively. See Tables 3 and 4 for the total impact of the public funding on the incremental revenue generated.

Table 3: NPV Assistance as a Percent of Total Generated Increment Revenue

Total MRO	\$ 3,580,000	13.90%
Total Cash Grant	\$ 8,350,000	32.41%
	\$ 11,930,000	46.31%
Total Generated Revenue	\$ 25,761,700	-

Table 4: Total Impact to Generated Increment Revenue

Total MRO Payments	\$ 6,993,725	54.33%
Total Cash Grant Payments	\$ 13,995,605	27.15%
	\$ 20,989,330	81.47%
Total Generated Revenue	\$ 25,761,700	-

For the purposes of this analysis, property values and mill rates were held constant for the minimum required tax increment revenue, held constant over time, whereas the Shopko Redevelopment review included a combination of property appreciation and mill rate assumptions to create an escalating annual payment schedule. Assuming nominal property appreciation and mill rate adjustment, the project could be closer to 70% of the total generated revenue.

Section 4. Market Evaluation and Analysis on the Projected Rates of Returns

City staff examined several market factors to determine whether the proposed redevelopment project contains an appropriate level of private equity and whether the requested incentives avoid over-subsidizing the developer. These factors include the projected stabilized and annual average Return on Equity (ROE), Return on Cost (ROC), and the Internal Rate of Return (IRR). The city conducted its own evaluation and concluded that the proposed redevelopment project and the results align with market average rates of return that the TID is able to support. A

“stress test” was conducted to assess the impact of removing the upfront incentive and public infrastructure, while increasing borrowing and equity to close the gap. The results placed the rates of return well below market averages. These findings indicate that the project realistically requires financing assistance to remain attractive to investors and ensure the development can move forward. A comprehensive market evaluation, including all supporting data and assumptions, has been provided separately to the Common Council to ensure members have full access to the underlying analysis informing this recommendation.

Section 5. Tax Increment District Performance

City staff prepared a TID 18 cash flow projections, with the assistance of the city’s financial advisor, Baird, and based on the aforementioned assumptions of constant value and mill rate projections, along with guaranteed minimum increment revenues, the project is expected to positively cash flow with minimal annual general fund debt coverage in later years and a positive surplus at the close of the project.

Recommendation:

If the Common Council approves the proposed terms in concept below, the City Attorney will draft a Development Agreement for review and consideration at a future meeting. The proposed redevelopment project, as presented, is conceptual but detailed enough to support assumed TID cash-flow projections and high-level development pro forma estimates based on ten years of established financial modeling. Should the Common Council recommend approval of the general concept, the City Manager, City Attorney, and Development Services Director request authorization to prepare and present a Development Agreement that is substantially consistent with the proposed redevelopment concept and material terms. Staff anticipate that certain project details may evolve as design, engineering, and financing components are refined. Any such adjustments may require amendments to the terms outlined in this report; however, staff will ensure that the Common Council is informed of any material deviations prior to the approval of any final agreements.

Development Summary and Proposed Terms are located on the following pages.

Developer Terms and Obligations

Parcel ID and Acres: ED-783, ED-785, ED-785, ED-788, ED-790, & ED-798 (“MP Broadway LLC”) ED-796, ED-794, ED-793, ED-788-1, ED-789, & ED-799 (“City of De Pere Property”)

Purpose: The purchase of said 4.17 acres of land and improvements consisting of the MP Broadway LLC Property and the City of De Pere Property and formerly occupied by previous structures and commonly known as 100 S Block of Broadway Street/Front Streets, De Pere, WI 54115 (together the “Property”). The redevelopment area and the Property are described in the attached Exhibit A. Construction of a mixed-use six to seven-story retail/commercial building containing market-rate apartments, residential condominium ownership units, parking, retail space, and public and private amenities (“Project”). The concept plan for the Project is included as Exhibit B. The conceptual development summary is as follows:

Lower Level/First Floor (Front Street and Broadway)

- Conversion of Front Street into a pedestrian-focused riverfront public open space.
- Twelve riverfront two-story townhome-style condominiums.
- Extension of George Street from Broadway to Front Street and the reconstruction of a public parking lot.
- Statement public staircase that connects Broadway to the riverfront on the south side of the property.
- Approximately 11,900 square feet of street-fronting and river front commercial space.
- Approximately 6,700 square feet of residential amenity spaces, including coworking space, office, fitness center, golf simulator, and pet spa area, etc.
- Outdoor dining and patio area.
- 255 indoor parking spaces and designated bicycle parking.

Second Floor (Level 02)

- 40 Residential Apartments.
- Residential amenity deck includes a pool, grilling station and clubroom.

Third, Fourth, and Fifth Floors (Levels 03, 04, and 05)

- 125 Total Residential Apartments

Sixth Floor (Level 06)

- 21 Condominiums

Market Evaluation Summary: The Developer is proposing the redevelopment into a mixed-use Project. The Developer and City identified a funding gap of approximately \$11,900,000. Therefore, the applicant requests \$8,350,000 in the form of an upfront cash grant assistance. Moreover, the Developer will secure a second mortgage backed by a Municipal Revenue Obligation (MRO) in the amount of \$3,580,000. Given the public benefits that flow from the redevelopment of a highly visible entry into the east side of downtown, the removal of vacant and obsolete buildings, the increase in tax base, and the provision of new housing, the use of TIF to fill the gap can be justified. The city calculated that the proposed redevelopment project and the results align with market average rates of

Developer Terms and Obligations

return that the TID is able to support. A “stress test” was conducted to assess the impact of removing the upfront incentive and public infrastructure, while increasing borrowing and equity to close the gap. The results placed the rates of return well below market averages. These findings indicate that the project realistically requires financing assistance to remain attractive to investors and ensure the development can move forward.

Assumptions:

Proposed Residential Mix and Lease Rates (subject to minor changes):

20 -- Studio units at \$1,375/month

82 -- 1 bedroom/1 bathroom units between \$1,650 and \$1,750/month

36 -- 1 bedroom/1 bathroom/Den units at \$1,750 and \$2,100/month

28 -- 2 bedroom/2 bathroom units at \$2,600/month

Commercial Lease Rates: \$20/NNN

Vacancy: 30% First Year 5% stabilized

Lease Rates Inflation: 3% annually

Expense Rate Inflation: 3% annually

Mortgage Information: 36 Month Construction

Refinance 35 Year private mortgage 6.50%

Parking Allocation/Placement: 258 self private parking internal

Sale Value Cap Rate: 6%

Cost of Sale Percentage: 5%

Property Appreciation Rate: 0%

Annual MRO Payment: \$304,075 calculated from \$3,580,000 at

6.5% over 23 years

(NPV of \$3,155,462 at year 1 utilizing a 6.5% discount rate over 25 years).

Annual Tax Payment: \$1,070,100 (split between two ownership groups)

Developer Terms and Obligations

General Developer Obligations: The Developer shall complete all of the following:

1. **Timelines:**
 - a. Secure zoning and site plan approvals by November 1, 2026.
 - b. Submit development budget by November 1, 2026
 - c. Submit proof of equity and proof of financing by January 1, 2027
 - d. Commence construction by February 1, 2027.
 - e. Substantially complete Construction by December 31, 2028.
 - f. Final assessed value by January 1, 2029.
 - g. The foregoing timelines are subject to reasonable extension for reasons of Force Majeure, delays in City process or approval process, achievement of residential condo presales of 50% of the total number of residential condominium units in the Project.
2. **Market Study:** Developer shall provide the City with any market studies related to the Project, redacting any proprietary information related to the Developer.
3. **Purchase:** Developer shall purchase the MP Broadway LLC Property prior commencing construction, but not later than December 1, 2026 or such later time as may be necessary to allow the necessary permitting, approvals, and presales to have occurred prior to closing.
4. **Raze of 132 S Broadway ST:** Developer or property owner shall raze the building at 132 S BROADWAY ST on the MP Broadway LLC Property prior to commencing construction. Demolition and site restoration shall be complete prior to June 12, 2026 or commence after June 23, 2026, such that demolition and site restoration activities shall not occur between June 12, 2026 and June 23, 2026.
5. **Raze Footings:** As may be needed for Developer to complete the Project, Developer shall coordinate with the City and WIS DOT on the removal of the existing underground footings on the Property adjacent to Broadway Street from the previously razed buildings.
6. **ALTA Survey and Land Division:** Developer shall at its own expense, combine the Property via CSM and have an ALTA Survey of the subject parcels identified above to prepare and illustrate proposed property lines, road right-of-way (ROW) transfers, easements, outlots, etc. Developer shall provide the City with a copy of the complete ALTA survey. City agrees to cooperate with the Developer to achieve the foregoing. In the event the CSM cannot be achieved, the development agreement may be terminated and any City of De Pere Real Property (defined herein) transferred to Developer per the development agreement shall revert to the City of De Pere and Developer shall cooperate with City to accomplish the foregoing, this obligation for the reversion (if necessary) shall survive the termination of the development agreement.
7. **Easements:** Developer shall, at its own expense, work to remove any necessary easement encumbrances for all parcels listed above. Removal may include submittals to the City to remove public easements. ALTA survey shall be used to create the easement map and is included as Exhibit J. The City agrees to cooperate with the Developer to achieve the foregoing. In the event an easement or encumbrance affecting the Property cannot be removed and the failure of such removal causes the Project to be cost prohibitive or no longer be viable, the development agreement may be terminated and any City of De Pere Real Property (defined herein) transferred to Developer per the development agreement shall revert to the City of De Pere and Developer shall cooperate with City to accomplish the foregoing, this obligation for the reversion (if necessary) shall survive the termination of the development agreement.
8. **Utility Evaluation and Construction:** Developer shall at its own expense, prepare an evaluation of the utility needs of the Project and submit to the Engineering Division to determine if existing utilities can support the proposed development.

Developer Terms and Obligations

- a. If any required improvements to utility infrastructure on the site are needed to comply with codes, standards, laws or other regulatory authorities or for the Project to operate safely, lawfully or as intended, Developer shall bear the expenses of such required improvements. (i.e., water lines, sanitary sewer lines, storm sewer lines, sidewalks, traffic controls, etc.). Any additional or elective utility infrastructure upgrades beyond what is required on the site shall be at the expense of the City.
 - b. If utility relocation is necessary to remove utilities from the Property to facilitate the construction of the Project, Developer shall pay for such relocation. Any additional or elective utility infrastructure relocations or upgrades (if any) shall be at the expense of the City(i.e., cost of a “x” pipe vs cost of a “y” pipe).
9. **Site Plan:** A conceptual site plan shall be included with the development agreement and a conditionally approved site plan shall be included in a future development agreement amendments. Concept Site Plan is included as Exhibit B,
10. **Parking:** Developer shall provide parking for residential uses internal to the structure, and commercial uses which shall be done on-site or utilize on-street/shared parking as permitted in the City zoning code.
11. **Stormwater:** Developer shall meet or otherwise satisfy any stormwater retention/management triggered by the Project and work with the City’s Engineering Division to ensure the redevelopment meets the 40% TSS stormwater requirements as a part of Project costs.
12. **Public Art and Plaza Amenities Construction:** Developer shall prepare a concept plan for the public amenity portion of the project for review by the City prior to final site plan approval. The shared costs of the improvements are included in the developer incentives. The public amenity portion of the project shall include the following:
 - a. A grand staircase from Broadway Street to the Fox River Trail and waterfront.
 - b. Passive park/plaza space south of the George St extension to the Claude Allouez Bridge right-of-way. Passive park/plaza space should attempt to include stormwater to accommodate the 40% TSS requirements. The plaza shall also be designed to accommodate fire truck/apparatus to serve the property.
 - c. Should Developer determine it would be beneficial to a future retail tenant to utilize the Claude Allouez Bridge underpass as programmed or outdoor dining space, the City will work with Developer and State of Wisconsin to appropriately utilize such space at no additional cost.
 - d. A public art component on the Property to paid for by the Project equal to 0.25% of the Guaranteed Value.
 - e. Developer shall record perpetual public access easement for these public amenities, but shall maintain ownership and maintenance obligations.
13. **Ownership:** When the Project is intended as a for-sale development (i.e., office, retail or residential condominiums), the developer must retain ownership of each Project until final completion; provided, however, that individual residential condominium units may be sold as they are completed. For all other parts of the Project, the Developer must retain ownership of the remaining Project at least long enough to complete it, stabilize its occupancy, establish the Project management, and initiate payment of taxes based on the increased project value.
14. **Assessed Value and Tax Revenue:** Developer guarantees minimum annual tax increment revenue payment (tax payment) of \$1,070,100 (“Minimum Tax Payment”). The City shall assess the redevelopment project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The total project grant is premised upon the completed and stabilized redevelopment Project having an Assessed Value equal to the Guaranteed Value for real property tax purposes of not less than \$69,500,000 (“Guaranteed Value”); however, in no case shall the annual tax payment be less than the Minimum Tax Payment. The Developer may elect to break the payment thresholds and pilot payment

Developer Terms and Obligations

obligations of the Minimum Tax Payment into the (1) commercial/apartment/rental revenue portion of the project and (2) condominium ownership portion (via the Residential Condominium Association) of the Project in its discretion provided that it records the split of the obligation so that future buyers/owners of either component of the Project (1) or (2) will be aware of the obligation and so that the City may assess and charge accordingly. As a result of the foregoing, the Developer and future Residential Condominium Association shall make a Payment In Lieu Of Tax to City (the "Deficit Payment") equal to the difference in taxes to be collected and the Minimum Tax Payment ("Annual Shortfall"). The City shall be responsible for conducting the annual evaluation. The minimum annual property tax payment schedule is included in Exhibit D.

- 15. Development Incentive – PAYGO:** To finance the PAYGO Development Incentive outlined herein, Developer may secure a second/separate mortgage to be backed with a Municipal Revenue Obligation as defined in the City Obligations of this term sheet ("TIF Note"). The amount of the privately funded TIF Note may be in the amount of up to \$3,580,000 (NPV of \$3,155,462_at year 1 utilizing a 6.5% discount rate)and amortized over a minimum period of 23 years from the first day of the first MRO payment. The example Municipal Revenue Obligations (MRO) (as to Form) with Payment Schedule is included in Exhibit E:

The Development agreement shall also be subject to all other standard and/or customary development agreement terms prepared by the City Attorney.

City Terms and Obligations

General City Obligations: The City shall complete all of the following:

1. **Raze of 126 S Broadway St.:** The City shall demolish and stabilize the site at 126 S Broadway St prior to closing.
2. **Access Prior to Closing:** The City shall permit Developer to access the Property prior to closing at no cost to Developer for the purposes of site examination, and testing as deemed reasonable by Developer. Developer agrees to hold the City and officials harmless for any and all injury to the Developer and/or its representatives
3. **Environmental:** City made a good faith inquiry into the environmental condition of the Property upon its purchase and has procured a Phase I Environmental Assessment, which assessment has been forwarded to Developer for review.
4. **Front Street Road Right of Way Vacation:** Following the receipts of the ALTA survey, the City, at its own expense, coordinates with all respective parties, the vacation of Front St ROW as generally illustrated in Exhibit F and all such frontage shall be included as City of De Pere Property.
5. **City of De Pere Property:** At the closing by Developer on the MP Broadway LLC Property and prior to Developer beginning construction of the Project, City shall transfer to Developer the City of De Pere Property (including the vacated Front Street Road Right of Way) at the cost of \$1, free and clear of any encumbrances that would make the Project not viable, with the buildings at 126 S Broadway St demolished and the site stabilized.
6. **Easements:** Cooperation and assistance as reasonably required by Developer for the removal of public easements and the creation of new public easements in keeping with the intent of the parties outlined in this Agreement.
7. **Public Improvements:** The following public improvements shall be completed by the City at the City's cost prior to building occupancy. Preliminary targets include subgrade infrastructure in the fall 2027 and streetscaping in the spring 2028.
 - a. **George Street Infrastructure and Extension:** The City shall work with the Developer to design and reconstruct George Street extension in accordance with the terms in this review letter. Extension shall include the typical street section of sidewalks, parallel parking, and public amenities such as pedestrian lighting, street trees, and benches where appropriate. General George Street extension as generally illustrated in Exhibit G-1.
 - b. **George Street and Broadway Street Public Parking Map:** The City shall reconstruct and reconfigure the surface parking lot on George Street similar to the concept plan as generally illustrated in Exhibit G-2. The design shall attempt to minimize retaining walls. The City shall also coordinate with the WIS DOT on the reconfiguration of Broadway St parking to gain 2-4 additional spaces.
 - c. **Front Street Parking South of Cloude Allouez Bridge:** The City shall restripe and add parallel parking stalls on the west side of the existing Front Street as illustrated in Exhibit G-3. Improvements and location of parking may necessitate additional barriers between the Fox River Trail and the parking areas.
8. **WEDC Idle Sites/DNR Grants/Other Grants:** The City shall apply for an Idle Sites Grant from the Wisconsin Economic Development Corporation and other grants from various state agencies and leverage any grants received for the benefit of the Project. The total amount of the grants the City shall attempt to apply for is \$400,000, attributable to the infrastructure improvements. Developer shall assist in the application process. Developer may apply for various grants including but not limited to the WEDC CDI and City shall

City Terms and Obligations

cooperate with Developer's reasonable requests regarding same.

9. **Utility Connection, Parking, Street Closure Fees:** The City will waive all utility connection charges, street closure fees, and adjacent metered parking fees during construction.
10. **Grant Staircase and Utility Coordination:** The City shall coordinate discussions with NEW Water for the replacement and of sanitary sewer interceptor, ROW vacation of former Charles ST ROW, and necessary easements over said infrastructure.
11. **Incentives:** provide incentives to the Project based on the terms outlined in the terms below (The below being subject to the review and approval of Developer's lender on the Project and if revisions are needed in order to accommodate the reasonable needs of the Lender, the City shall work in good faith to make the necessary adjustments to the following, or if not made and financing not able to be obtained as a result this development agreement may be terminated and any City of De Pere Real Property (defined herein) transferred to Developer per the development agreement shall revert to the City of De Pere and Developer shall cooperate with City to accomplish the foregoing, this obligation for the reversion (if necessary) shall survive the termination of the development agreement):
 - a. **Developer Project Cost Reimbursement Grant ("Project Grant")**
 - i. **First Disbursement.** The first disbursement of the Project Grant the amount of Two Million Five Hundred Thousand and no/100 Dollars (\$2,500,000.00) shall be payable to the Developer upon completion of the Project footings, foundations, and pre-cast underground parking. The Developer shall reimburse, out of the third disbursement, the City for all interest payments incurred by the City for this first disbursement until the Project receives the Certificate of Occupancy. The interest payment shall be prorated during the year of completion to represent the number of days from January 1 through the date on which the Certificate of Occupancy is issued, and such prorated amount shall constitute the Developer's obligation for that calendar year. The City shall invoice the Developer after January 1 of the preceding year, and such invoice shall include all supporting payment documentation. The first disbursement represents approximately 30% of the total Project Grant.
 - ii. **Second Disbursement.** The second disbursement of the Project Grant shall be in the amount of Two Million Five Hundred Thousand and no/100 Dollars (\$2,500,000.00) and shall be payable to the Developer not more than fifteen (15) days after approval of the building enclosure and at the written request of the Developer. The building enclosure shall include all windows, temporary doors, and the finished roof, as documented by the Senior Building Inspector. The Developer shall reimburse, out of the third disbursement, the City for all interest payments incurred by the City for this second disbursement until the project receives the Certificate of Occupancy. The interest payment shall be prorated during the year of completion to represent the number of days from January 1 through the date on which the Certificate of Occupancy is issued, and such prorated amount shall constitute the Developer's obligation for that calendar year. The City shall invoice the Developer after January 1 of the preceding year, and such invoice shall include all supporting payment documentation. The second disbursement represents approximately 30% of the total Project Grant.
 - iii. **Third Disbursement.** The third disbursement of the Project Grant shall be in the amount of Three Million Three Hundred and Fifty Thousand and no/100 Dollars (\$3,350,000.00). Such grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified final project costs, which such review shall not be unreasonably withheld or delayed. However, at no point shall an individual project grant be issued prior to September 1 of the subject year unless the

City Terms and Obligations

Developer notifies the city by October of the preceding year that they expect to complete the applicable Project Phase between January 1 and July 31 of the subject year. The development agreement shall stipulate the total initial development costs and the Development Services Director shall review the total costs to ensure the total project costs are substantially similar to the estimated costs. Substantially similar shall be defined as \pm five percent of the estimated project costs. The city and the Developer may request to renegotiate the project cost reimbursement grant for final project costs that are greater than or less than five percent of the estimated project costs. Any remaining developer contingency monies shall be removed from the total Developer Project Cost Reimbursement Grant. The third disbursement represents approximately 40% of the total Project Grant.

- iv. The rights to these disbursements may be collaterally assigned to any lender for the Project. The City agrees to provide reasonable certification to Developer and any lender for the Project that these disbursements will be made in accordance with the development agreement if the obligations of the Developer are met in accordance with the development agreement.
- b. **Personal Guarantees:** Personal guarantees with regard to the Developer's obligations herein shall be required from the Developer / sponsor for the Project which may be assigned in whole or in part (in particular the guarantee of the Minimum Tax Payment obligations may be assigned via PILOT) to any master condo association (or sub associations) created to own the Project (or parts thereof) thereafter with the reasonable consent of the City. Passive investors in the LLC or entity to be created (or individual condo owners thereafter) shall not be obligated to provide any personal guarantees, and such obligation shall remain with the master association, who may assess its members accordingly.
- c. **Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO):** City and Developer shall enter into an MRO with a principal value of \$3,580,000.
- i. The MRO shall be issued pursuant to the Development Agreement provided no payment on the MRO shall be due until ninety (90) days following the date the City has received revenue from the fully assessed and substantially completed development.
 - ii. The MRO shall bear interest at a fixed annual rate of 6.5% at the date the MRO is issued.
 - iii. First payment on the MRO shall be issued on the same date as the issuance of the MRO.
 - iv. Subsequent annual payments of the MRO shall be on or before the ninetieth (90th) day after the full revenue from the fully assessed and substantially completed development is received by the City. On each of the payment dates, the City shall pay to the Developer the PAYGO Project Grant up to the scheduled payment as shown on the draft MRO.
 - v. The City reserves the right to make advance payments on the MRO.
 - vi. Debt payments on the Project Cost Reimbursement Grant take priority over the PAYGO Project Grant; therefore, if the City is unable to make a full scheduled MRO payment due to the value of the building, mill rate changes, or any other unforeseen changes presented by the Developer, State, etc., the unpaid principal may be carried forward at the interest rate identified above; however, the unpaid interest shall not be carried forward.
 - vii. The payments due to Developer under the MRO may be assigned to any lender providing financing to the Project upon notice of such assignment. The Developer may elect for the City to pay directly to such lender the scheduled payment amounts under the MRO.
 - viii. The TID shall not terminate until the aggregate principal in the amount of \$3,580,000 plus annual interest at the rate required by this agreement has been paid or the district must be terminated by law, whichever occurs first.
- d. **Lookback Provision:** Developer shall provide the City or its financial advisor with evidence of its annualized cumulative internal rate of return on the investment ("IRR") or other mutually agreed

City Terms and Obligations

upon measurement ten (10) years after Project completion or after a sale/refinance event, after five (5) 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 mixed-use projects located in Northeast Wisconsin. Developer/or City shall utilize a 3rd-party appraised value at refinance or sale price at sale.

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, IRR earned by investors in the Project exceeds the eighteen percent (18%), then Developer and City shall amend the MRO downward as may be necessary to reduce the IRR to eighteen percent (18%).

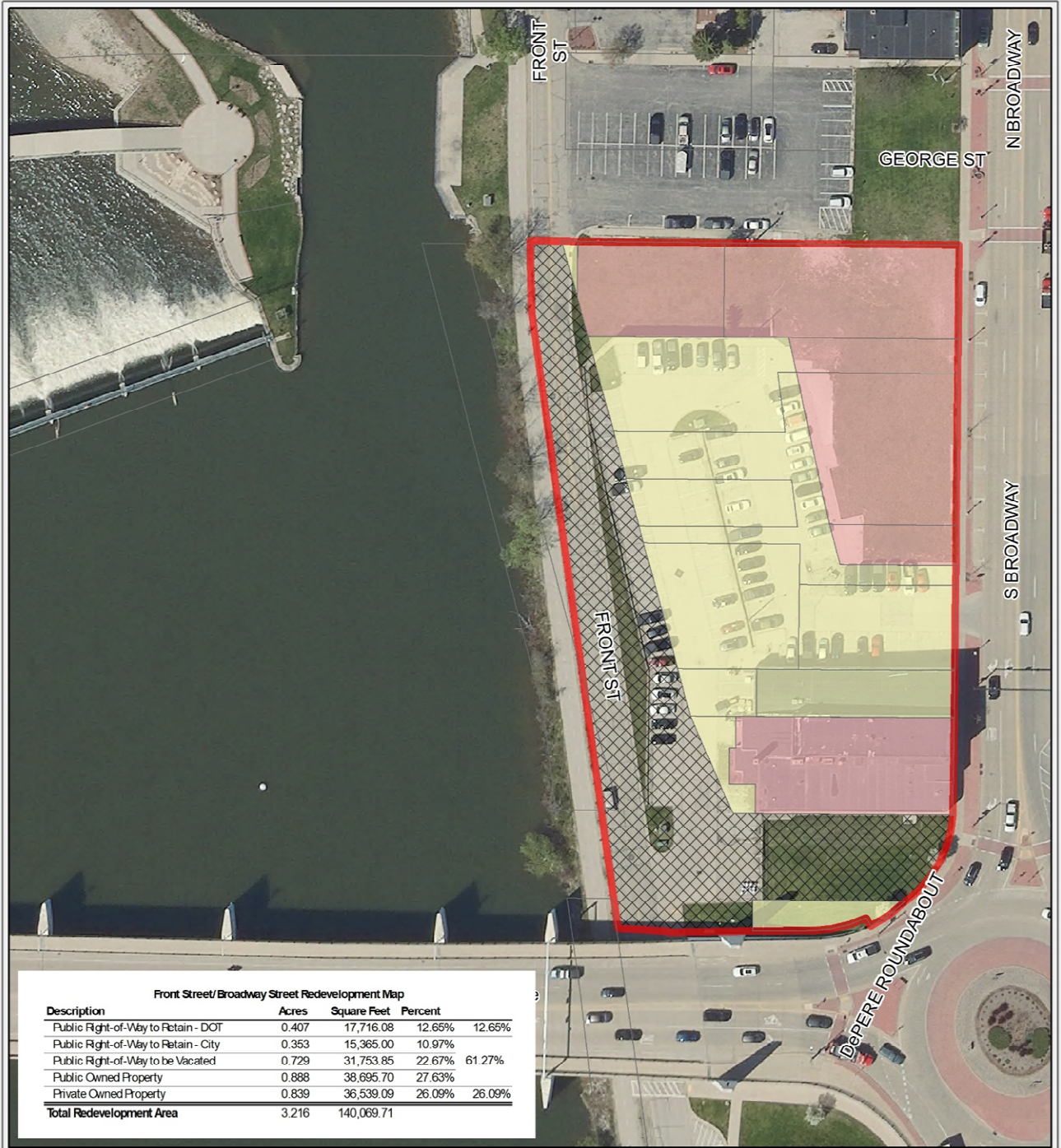
Timeline and Incentive Amounts: The incentives presented above represent the development and timeline scenario defined on this term sheet. Delays in completion of the project will result in a proportionate reduction in the Developer Project Cost Reimbursement Grant and/or the Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO) proportionate to the number of years delayed.


Exhibits

- Exhibit A: Map of the Redevelopment Area/Property
- Exhibit A-1: Legal Description of Property
- Exhibit B: Preliminary Concept Plan
- Exhibit C: Description of Project, Final Concept Plan, and Site Plan
- Exhibit D: Minimum Annual Property Tax Payment Schedule
- Exhibit E: Municipal Revenue Obligations (MRO) (as to Form) with Payment Schedules
- Exhibit F: Proposed Street Vacation Map
- Exhibit G: Public Improvement Map and Plan
- Exhibit G-1: George Street Extension Map
- Exhibit G-2: George Street and Broadway Street Public Parking Map
- Exhibit G-3: Front Street Parking Revision Map
- Exhibit H: Easement Map
- Exhibit I: ALTA Survey

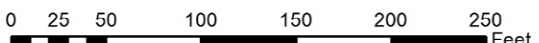
Attachment 1: Affordable Housing Development Comparison

Exhibit A: Map of the Redevelopment Area/Property






DE PERE
Proposed Redevelopment Area
City of De Pere



0 25 50 100 150 200 250 Feet



N

- Preliminary Redevelopment Area
- Private Property
- Public Property
- Public Right-of-Way
- Public Right-of-Way to be Vacated

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

File Path: X:\GIS\Administration\Planning\Economic Development\3. Development Projects\Downtown\Front Street Block\parcel reports Data Source: City of De Pere, Brown County

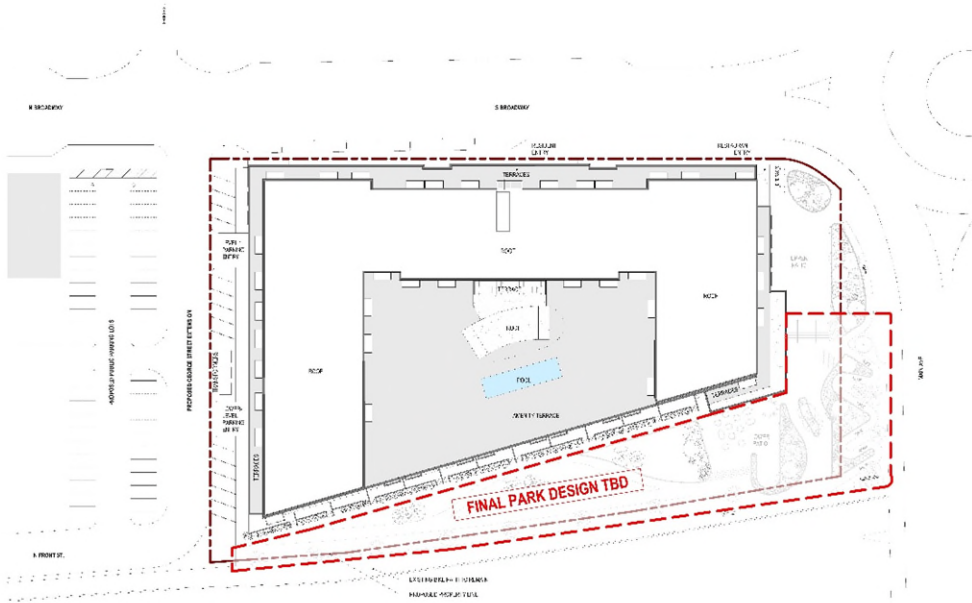
Exhibit A-1: Legal Description of Property

TO BE ADDED AFTER ALTA SURVEY AND FINALIZE PROJECT BOUNDARY

Exhibit B: Preliminary Concept Plan

DESIGN REV E01 - NOT FOR CONSTRUCTION

FLOOR - SPACE	
1	100
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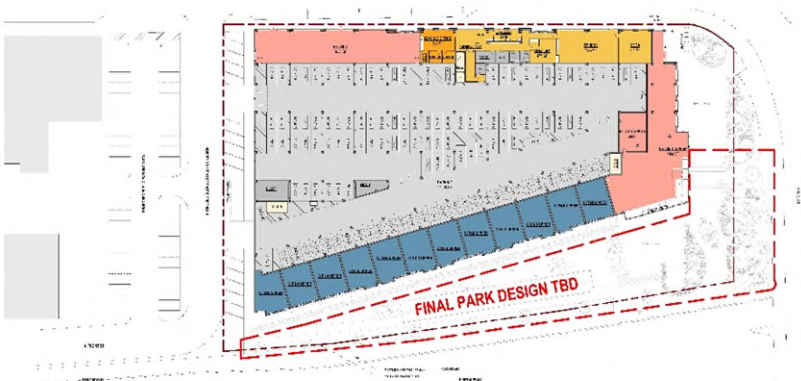


118 S Broadway

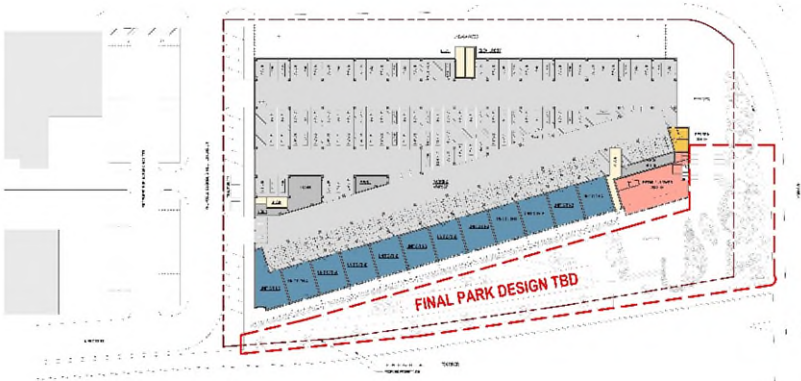
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DESIGN REV E01 - NOT FOR CONSTRUCTION

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118 S Broadway

KORB

Exhibit B: Preliminary Concept Plan

KORB

DESIGN REVIEW - NOT FOR CONSTRUCTION

SCHEDULE - SIZE	
APARTMENT	1,100
CONDO	1,100
OFFICE	1,100
RETAIL	1,100
RESTAURANT	1,100
STORAGE	1,100
TOTAL	1,100

TOTAL BUILDING AREA	
APARTMENT	1,100
CONDO	1,100
OFFICE	1,100
RETAIL	1,100
RESTAURANT	1,100
STORAGE	1,100
TOTAL	1,100

APARTMENT SUMMARY	
APARTMENT	1,100
CONDO	1,100
OFFICE	1,100
RETAIL	1,100
RESTAURANT	1,100
STORAGE	1,100
TOTAL	1,100

TOWNHOUSE SUMMARY	
TOWNHOUSE	1,100
CONDO	1,100
OFFICE	1,100
RETAIL	1,100
RESTAURANT	1,100
STORAGE	1,100
TOTAL	1,100

CONDO UNIT SUMMARY	
CONDO	1,100
OFFICE	1,100
RETAIL	1,100
RESTAURANT	1,100
STORAGE	1,100
TOTAL	1,100



LEVEL 1A - 1:200



LEVEL 1B - 1:200

118 S Broadway
1st Floor

Exhibit B: Preliminary Concept Plan

KORB

DESIGN REVIEW - NOT FOR CONSTRUCTION -

SCHEDULE - 3045	
NO.	DESCRIPTION
1	CONSTRUCTION
2	RESIDENTIAL
3	COMMERCIAL
4	RECREATION
5	INDUSTRIAL
6	OFFICE
7	RETAIL
8	RESTAURANT
9	BAR
10	CLUB
11	THEATER
12	CONCOURSE
13	TRANSIT
14	TRAVEL
15	OTHER

TOTAL BUILDING AREA'S		
NO.	DESCRIPTION	AREA (SQ. FT.)
1	CONSTRUCTION	10,000
2	RESIDENTIAL	100,000
3	COMMERCIAL	50,000
4	RECREATION	20,000
5	INDUSTRIAL	10,000
6	OFFICE	5,000
7	RETAIL	2,000
8	RESTAURANT	1,000
9	BAR	500
10	CLUB	200
11	THEATER	100
12	CONCOURSE	50
13	TRANSIT	25
14	TRAVEL	10
15	OTHER	5

APARTMENT UNIT SUMMARY		
NO.	DESCRIPTION	AREA (SQ. FT.)
1	1-BED	500
2	2-BED	1,000
3	3-BED	1,500
4	4-BED	2,000
5	5-BED	2,500
6	6-BED	3,000
7	7-BED	3,500
8	8-BED	4,000
9	9-BED	4,500
10	10-BED	5,000
11	11-BED	5,500
12	12-BED	6,000
13	13-BED	6,500
14	14-BED	7,000
15	15-BED	7,500
16	16-BED	8,000
17	17-BED	8,500
18	18-BED	9,000
19	19-BED	9,500
20	20-BED	10,000

TOWNHOME UNIT SUMMARY		
NO.	DESCRIPTION	AREA (SQ. FT.)
1	1-BED	500
2	2-BED	1,000
3	3-BED	1,500
4	4-BED	2,000
5	5-BED	2,500
6	6-BED	3,000
7	7-BED	3,500
8	8-BED	4,000
9	9-BED	4,500
10	10-BED	5,000
11	11-BED	5,500
12	12-BED	6,000
13	13-BED	6,500
14	14-BED	7,000
15	15-BED	7,500
16	16-BED	8,000
17	17-BED	8,500
18	18-BED	9,000
19	19-BED	9,500
20	20-BED	10,000

CONDO UNIT SUMMARY		
NO.	DESCRIPTION	AREA (SQ. FT.)
1	1-BED	500
2	2-BED	1,000
3	3-BED	1,500
4	4-BED	2,000
5	5-BED	2,500
6	6-BED	3,000
7	7-BED	3,500
8	8-BED	4,000
9	9-BED	4,500
10	10-BED	5,000
11	11-BED	5,500
12	12-BED	6,000
13	13-BED	6,500
14	14-BED	7,000
15	15-BED	7,500
16	16-BED	8,000
17	17-BED	8,500
18	18-BED	9,000
19	19-BED	9,500
20	20-BED	10,000



1 PLAN 01



2 PLAN 02

118 S Broadway
11/20/20

Exhibit B: Preliminary Concept Plan

MAIN AVE BRIDGE LOOKING E

KORB



2

BROADWAY LOOKING NW

KORB



3

Exhibit B: Preliminary Concept Plan

BROADWAY LOOKING S

KORB



4

RIVERWALK LOOKING S

KORB



6

Exhibit B: Preliminary Concept Plan

RIVERWALK LOOKING NE

KORB



7

RESTAURANT PATIO

KORB



8

Exhibit C: Description of Project, Final Concept Plan, and Site Plan

Parcel ID and Acres:	ED-783, ED-785, ED-785, ED-788, ED-790, & ED-798 (MP Broadway LLC) ED-796, ED-794, ED-793, ED-788-1, ED-789, & ED-799 (City of De Pere)
Purpose:	<p>The purchase of said 4.17 acres of land and improvements formerly occupied by previous structures and commonly known as 100 S Block of Broadway Street/Front Streets, De Pere, WI 54115. The redevelopment area is included as Exhibit A. Construction of six story retail/commercial building along Broadway St. containing market-rate apartments, residential condominium ownership units, retail spaces and amenities. The concept plan is included as Exhibit B. The conceptual development summary is as follows:</p> <p>Lower Level/First Floor (Front Street and Broadway) Conversion of Front Street into a pedestrian-focused riverfront public open space. 12 riverfront two-story townhome-style condominiums. Extension of George Street from Broadway to Front Street and the reconstruction of a public parking lot. Statement public staircase that connects Broadway to the riverfront on the south side of the property. Approximately 9,850 square feet of street-fronting commercial space. Approximately 2,050 square feet of riverfronting commercial space. Approximately 6,700 square feet of residential amenity spaces, including coworking space, office, fitness center, golf simulator, and pet spa area, etc. Outdoor dining and patio area. 255 indoor parking spaces and designated bicycle parking.</p> <p>Second Floor (Level 02) 40 Residential Apartments. Residential amenity deck to include a pool, grilling station and clubroom.</p> <p>Third, Fourth, and Fifth Floors (Levels 03, 04, and 05) 125 Total Residential Apartments</p> <p>Sixth Floor (Level 06) 20 Condominiums</p>

Exhibit D: Minimum Annual Property Tax Payment Schedule

Exhibit D: Minimum Annual Property Tax Payment Schedule			
Year	Mixed Use	Condo	Total
2024	0	0	0
2025	0	0	0
2026	0	0	0
2027	0	0	0
2028	152,700	114,800	267,500
2029	458,100	344,400	802,500
2030	610,800	459,300	1,070,100
2031	610,800	459,300	1,070,100
2032	610,800	459,300	1,070,100
2033	610,800	459,300	1,070,100
2034	610,800	459,300	1,070,100
2035	610,800	459,300	1,070,100
2036	610,800	459,300	1,070,100
2037	610,800	459,300	1,070,100
2038	610,800	459,300	1,070,100
2039	610,800	459,300	1,070,100
2040	610,800	459,300	1,070,100
2041	610,800	459,300	1,070,100
2042	610,800	459,300	1,070,100
2043	610,800	459,300	1,070,100
2044	610,800	459,300	1,070,100
2045	610,800	459,300	1,070,100
2046	610,800	459,300	1,070,100
2047	610,800	459,300	1,070,100
2048	610,800	459,300	1,070,100
2049	610,800	459,300	1,070,100
2050	610,800	459,300	1,070,100
2051	610,800	459,300	1,070,100
2052	610,800	459,300	1,070,100
Total	14,659,200	11,023,100	25,682,300

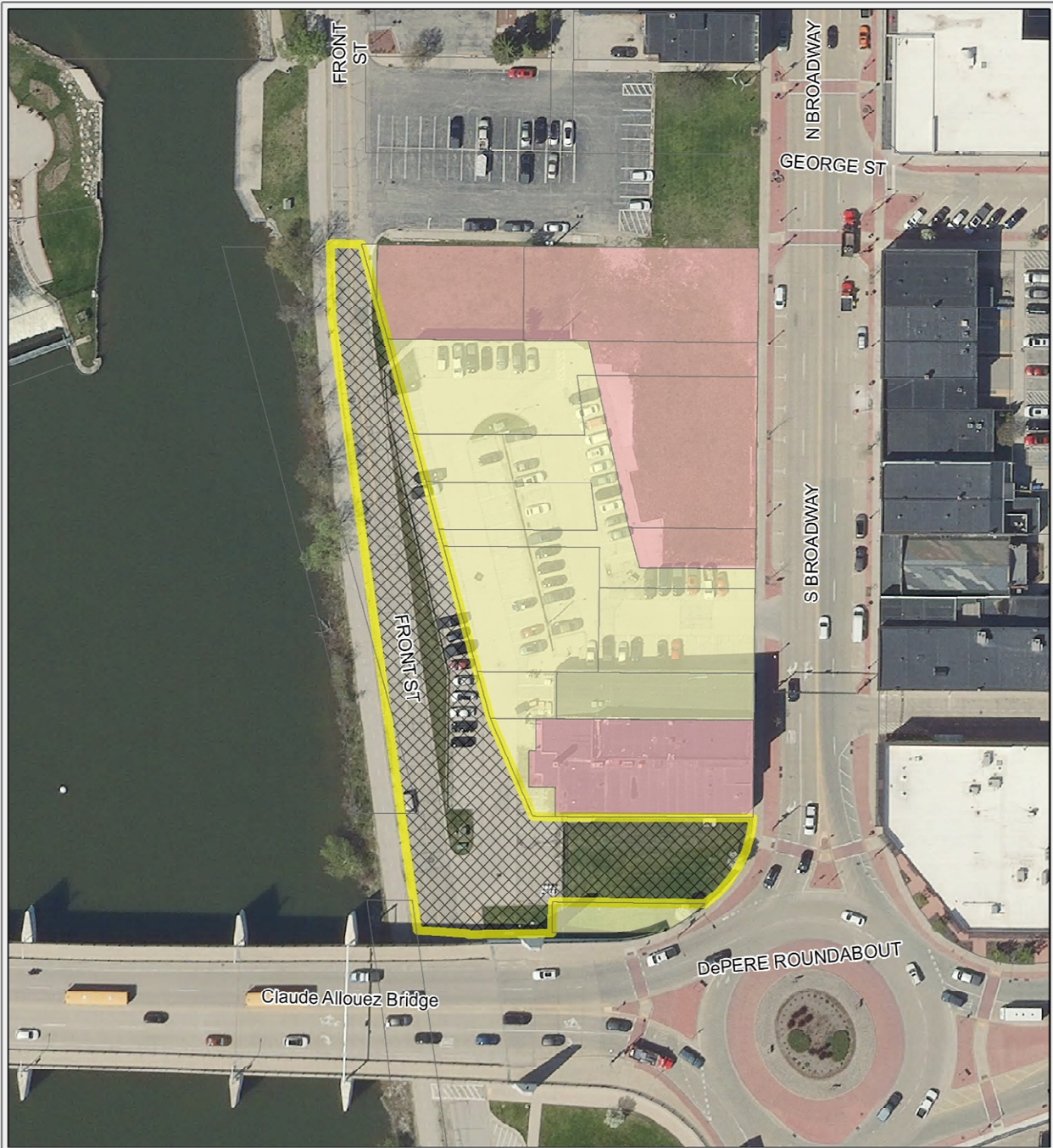
Exhibit E:Municipal Revenue Obligations (MRO) (as to Form) with Payment Schedules

Reserved for MRO Form included with Development Agreement

Exhibit E: Municipal Revenue Obligations (MRO) (as to Form) with Payment Schedules

Project Incentive - DRAFT MRO Schedule (To be Finalized Prior to Recording MRO)						
Parcel ID:		Multiple				
Owner/Developer:		NLE				
Created/Revised:		2/4/2026				
Principal: (rounded to \$5,000)		\$ 3,580,000		Project Cost:		\$ 3,580,000
Interest Rate*:		6.50%		Finance Fees:		\$ -
Term (Years):		23		Interest Earned:		\$ -
# of Principal Payments:		23		Capitalized Interest:		\$ -
Date of Issue: Full Revenue		11/1/2029		Total TID Cost of Loan:		\$ 6,995,671
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	0	\$0	\$0	\$0	\$0	\$0
2029	1	\$ 3,580,000	\$71,460	\$232,700	\$304,160	\$0
2030	2	\$3,508,540	\$76,104	\$228,055	\$304,160	\$0
2031	3	\$3,432,436	\$81,051	\$223,108	\$304,160	\$0
2032	4	\$3,351,385	\$86,320	\$217,840	\$304,160	\$0
2033	5	\$3,265,065	\$91,930	\$212,229	\$304,160	\$0
2034	6	\$3,173,135	\$97,906	\$206,254	\$304,160	\$0
2035	7	\$3,075,229	\$104,270	\$199,890	\$304,160	\$0
2036	8	\$2,970,959	\$111,047	\$193,112	\$304,160	\$0
2037	9	\$2,859,912	\$118,265	\$185,894	\$304,160	\$0
2038	10	\$2,741,647	\$125,953	\$178,207	\$304,160	\$0
2039	11	\$2,615,694	\$134,139	\$170,020	\$304,160	\$0
2040	12	\$2,481,555	\$142,859	\$161,301	\$304,160	\$0
2041	13	\$2,338,696	\$152,144	\$152,015	\$304,160	\$0
2042	14	\$2,186,552	\$162,034	\$142,126	\$304,160	\$0
2043	15	\$2,024,518	\$172,566	\$131,594	\$304,160	\$0
2044	16	\$1,851,952	\$183,783	\$120,377	\$304,160	\$0
2045	17	\$1,668,169	\$195,729	\$108,431	\$304,160	\$0
2046	18	\$1,472,441	\$208,451	\$95,709	\$304,160	\$0
2047	19	\$1,263,990	\$222,000	\$82,159	\$304,160	\$0
2048	20	\$1,041,990	\$236,430	\$67,729	\$304,160	\$0
2049	21	\$805,559	\$251,798	\$52,361	\$304,160	\$0
2050	22	\$553,761	\$268,165	\$35,994	\$304,160	\$0
2051	23	\$285,596	\$285,596	\$18,564	\$304,160	\$0
Total			\$3,580,000	\$3,415,671	\$6,995,671	\$0

Exhibit F: Proposed Street Vacation Map



DE PERE **Proposed Redevelopment Area**
City of De Pere

0 25 50 100 150 200 250 Feet

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

File Path: X:\GIS\Administration\Planning\Economic Development\3. Development Projects\DowntownFront Street Block\parcel reports Data Source: City of De Pere, Brown County

- Private Property
- Public Property
- Public Right-of-Way
- Public Right-of-Way to be Vacated

Exhibit G-1: George Street Extension Concept Map

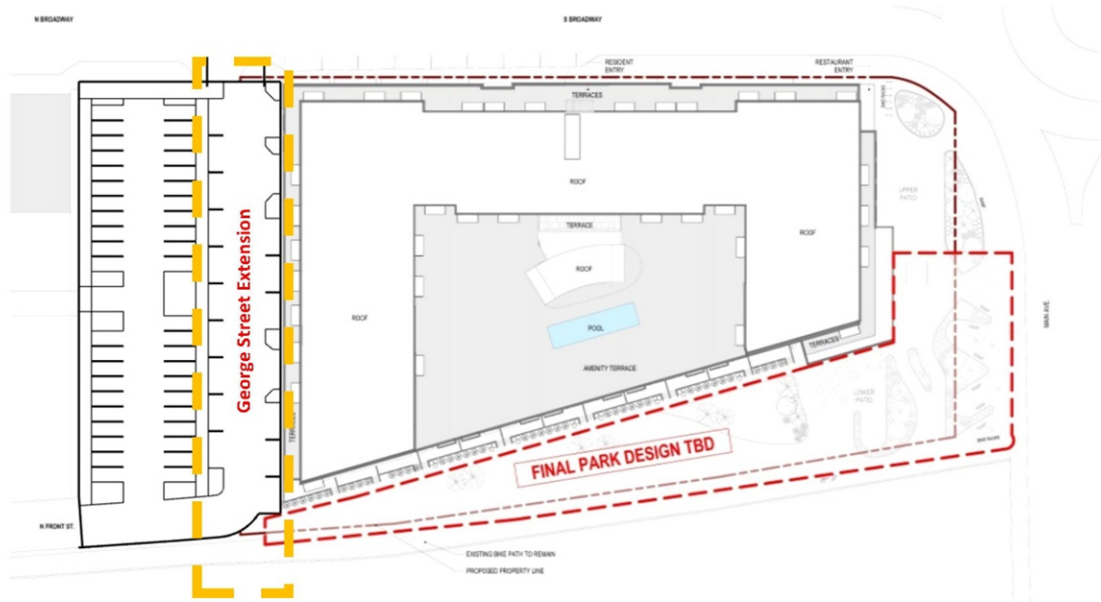


Exhibit G-2:George Street and Broadway Street Concept Public Parking Map

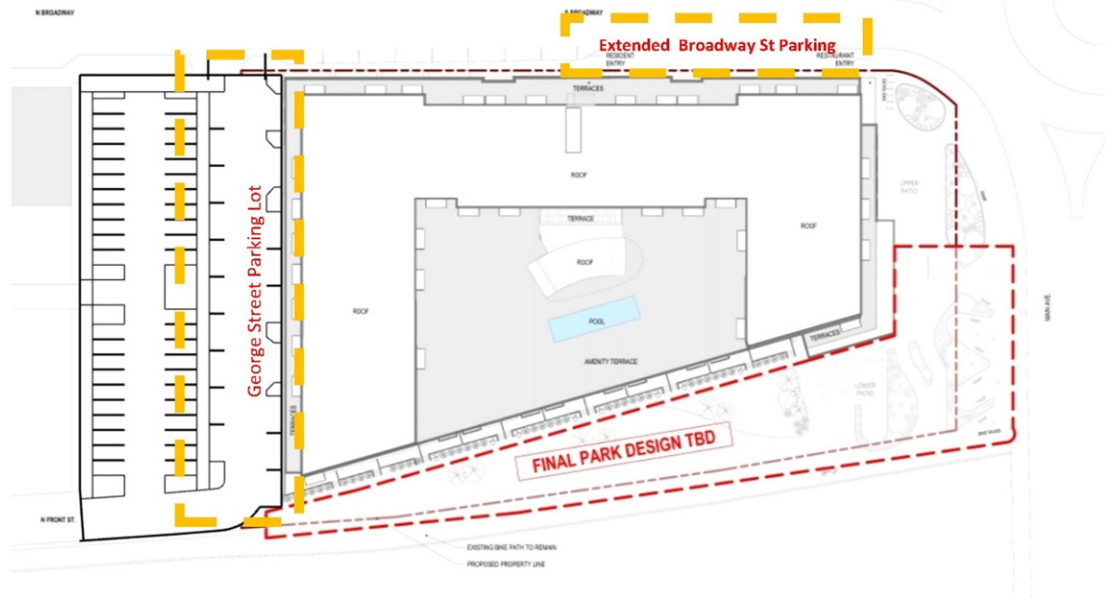


Exhibit G-3: Front Street Parking Revision Map

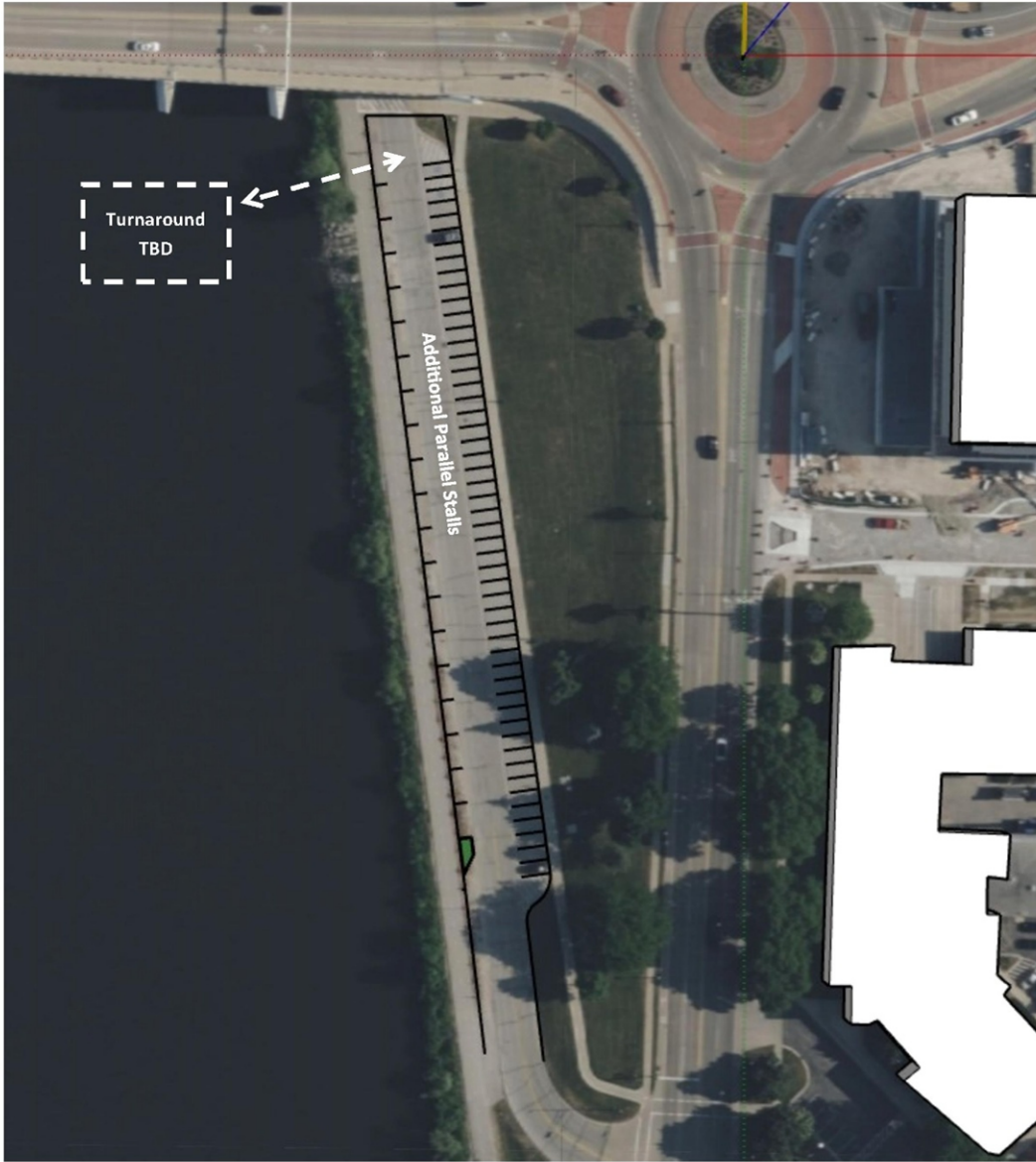


Exhibit J: Easement Map

TO BE ADDED AFTER ALTA SURVEY (Underway)

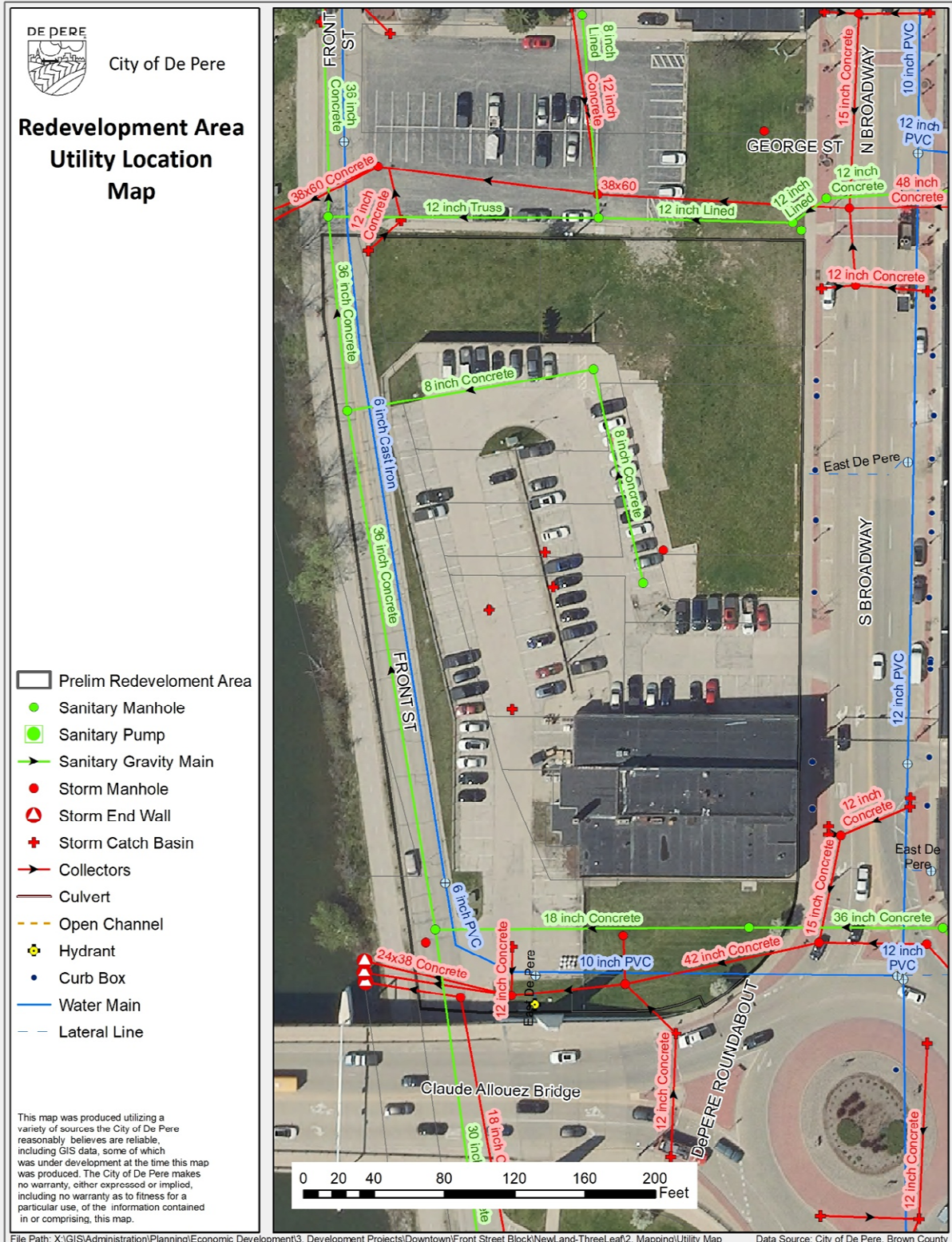


Exhibit K: ALTA Survey (Reserved)

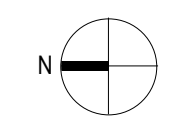
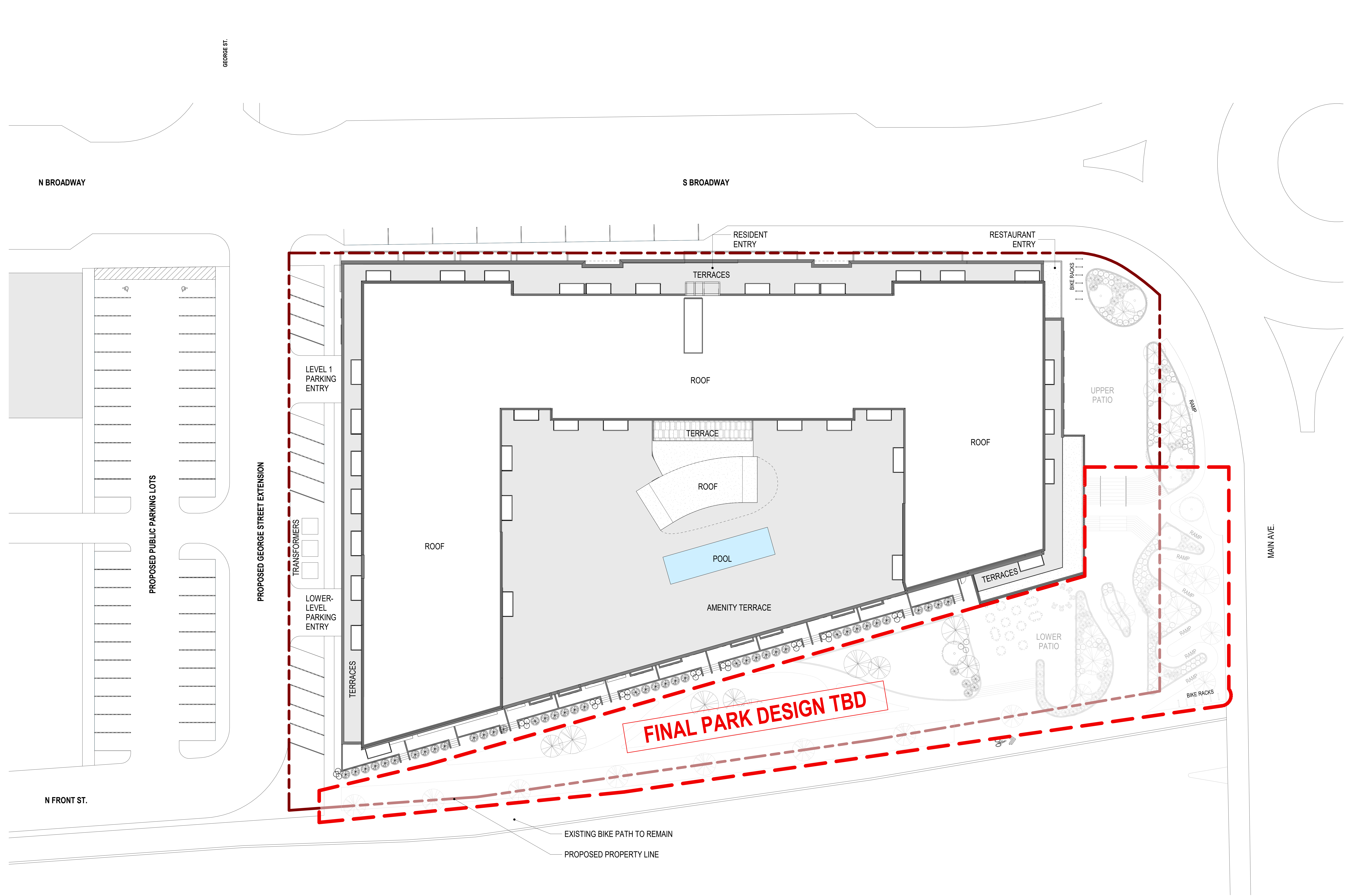
Attachment 1: Affordable Housing Comparison

Simplified Development Scenario Comparison

Description	Greenfield Development 5 Acres	Urban Redevelopment 0.75 Acres (vacant)
Development Cost	Development Cost	Development Cost
Recent Acquisition Cost Example	\$ 575,000 \$115,000 per acre	\$ 750,000 \$1,000,000 per acre
Construction Cost for 100 Units (Hard/Soft/Contingencies/Fees)	\$19,500,000 4-story "stick" Con \$195,000/Per Unit Other things to consider: stormwater, surface parking	\$32,000,000 5 Story "Stick-Over" \$320,000/Per Unit Things to consider: stormwater, environmental contamination, building demolition, site assembly utility relocation, street reconstruction, etc.) Retail/Parking
Total Cost	\$20,075,000 -	\$ 32,750,000 -
Total Cost Per Unit	\$200,750 -	\$ 327,500 -
Revenue	Revenue	Revenue
1bd Unit Rental Income	\$1,008,000 60 Units Avg \$1,400 per unit	\$1,224,000 60 Units Avg \$1,700 per unit
2bd Unit Rental Income	\$816,000 40 Units Avg \$1,700 per unit	\$960,000 40 Units Avg \$2,000 per unit
Retail Rental Income Per Sq Ft	-	\$ 250,000 10,000 @ 24 per square NNN
Total Annual Revenue	\$1,824,000 -	\$ 2,434,000 -
Expenses	Expenses	Expenses
As percent of Revenue	\$ 456,000 25% Effective Gross Income	\$ 730,200 30% (tax value in downtown)
Net Operating Income (before debt)	Net Operating Income (before debt)	Net Operating Income (before debt)
NOI	\$ 1,368,000 -	\$ 1,703,800 -
Financing	Financing	Financing
Anticipated Value	\$17,100,000 NOI / Cap Rate 8%	\$ 28,396,667 NOI / Cap Rate 6%
Loan-to-Value (LTV)	\$11,970,000 70% Max of Value	\$ 19,877,667 70% Max of Value
Equity	\$3,900,000 20% Max of Construction Costs	\$ 6,400,000 20% Max of Construction Costs
Gap	\$3,630,000 -	\$ 5,722,333 -
Affordability Challenge	Affordability Challenge	Affordability Challenge
2025 WHEDA Affordability Requirements for 60% CMI	\$155,982 10 1-Bedroom Units at \$1,203	\$ 191,982 10 1-Bedroom Units at \$1,203
	\$189,572 10 2-Bedroom Units at \$1,444	\$ 225,572 10 2-Bedroom Units at \$1,444
Total Annual "Lost Revenue"	\$345,554 lost revenue but no change in expense	\$ 417,554 lost revenue but no change in expense
New NOI	\$ 1,022,446	\$ 1,286,246
Anticipated Value	\$12,780,575 NOI / Cap Rate 8%	\$21,437,433 NOI / Cap Rate 6%
Loan-to-Value (LTV)	\$8,946,403 70% Max of Value	\$15,006,203 70% Max of Value
Equity	\$3,900,000 20% Max of Construction Costs	\$6,400,000 20% Max of Construction Costs
Total Gap	\$6,653,598	\$10,593,797
Gap Change	\$3,023,598 Affordability increased the gap by	\$4,871,463 Affordability increased the gap by
Results: 100% Market Rate	The downtown market rate proposal has an approximate \$2,100,000 larger gap than the Greenfield example.	
Results: 80% Market Rate 20% Affordable Rate	The downtown affordable rate proposal has a approximate \$3,950,000 larger gap than the Greenfield example this is due to greater reduction in income resulting in lower assessed values, higher require equity. Note that none of the expenses decreased with the affordability component.	

PARKING - INDOOR	
Parking Type	Count
LOWER LEVEL 01	
8' x 22'	2
8'6" x 18'	4
8'6" x 18'	75
8' x 18'	45
8' x 18' - ADA	2
11'6" x 18'	1
11'6" x 18'	2
11' x 18'	1
	133
LEVEL 01	
8' x 22'	1
8'6" x 18'	2
8'6" x 18'	4
8'6" x 18'	68
8' x 18'	42
8' x 18' - ADA	3
11'6" x 18'	1
11'6" x 18'	2
11' x 18'	1
	124
TOTAL PARKING	257

PARKING - OUTDOOR	
Parking Type	Count
OUT - ADA	3
OUT - DIAG	12
OUT - PARALLEL	8
OUT - STD	121
TOTAL PARKING	144



1/8" = 1'-0"

SITE PLAN

118 S Broadway

4.14.2026

SCHEDULE - BGSF	
LEVEL	AREA
Net Floor	0 SF
LOWER LEVEL 01	60,514 SF
LEVEL 01	69,579 SF
LEVEL 02	40,288 SF
LEVEL 03	37,852 SF
LEVEL 04	37,852 SF
LEVEL 05	37,852 SF
LEVEL 06	34,774 SF
TOTAL BGSF	318,990 SF

TOTAL BUILDING UNIT MIX %		
Program Category	Quantity	% of Units
1BR	111	56%
1BR+DEN	9	5%
2BR	29	15%
CONDO	2	1%
CONDO 1BR	7	4%
CONDO 1BR+DEN	2	1%
CONDO 2BR	10	5%
STUDIO	16	8%
TH	12	6%
TOTAL UNIT QTY: 198	198	100%

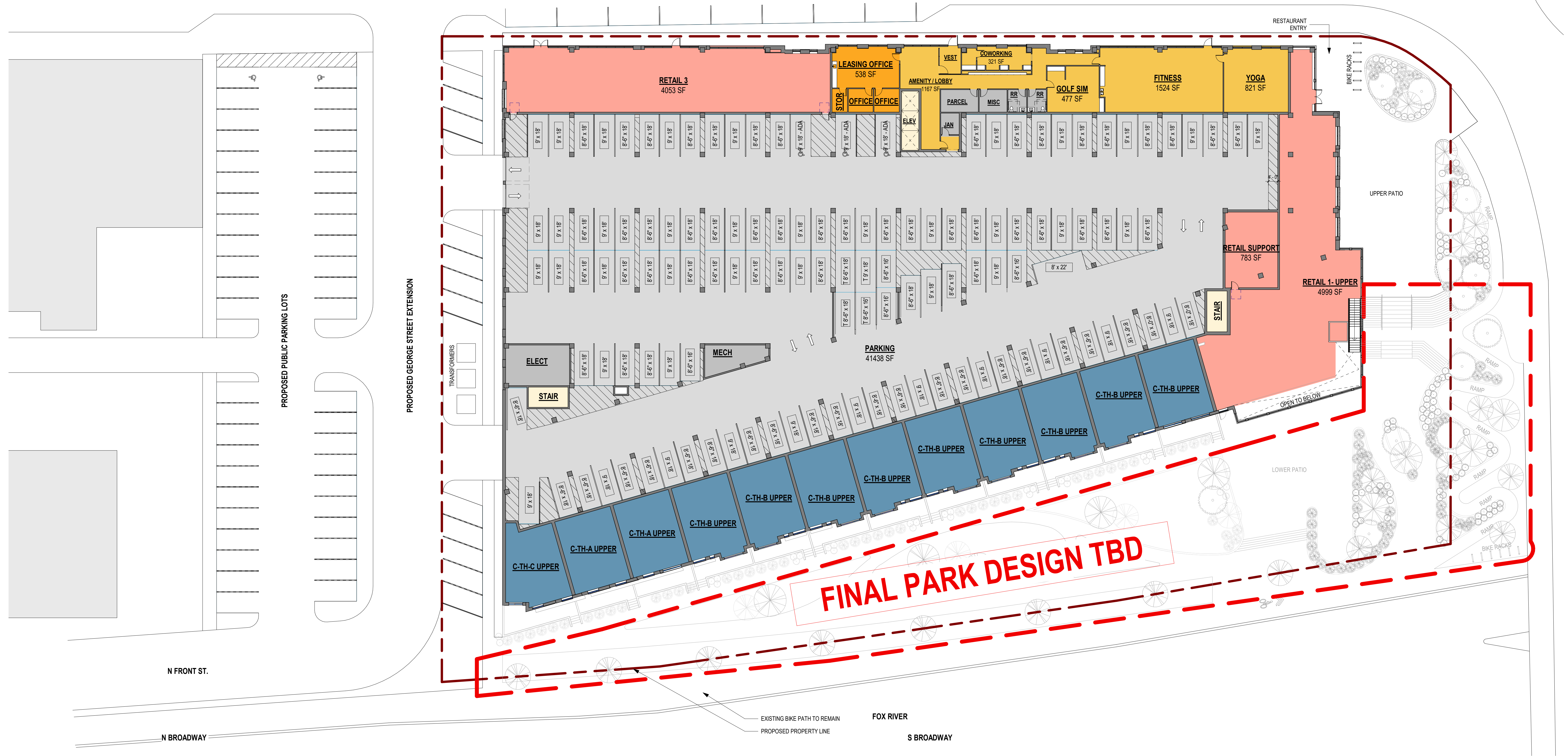
APARTMENT UNIT SUMMARY	
Name	Average
UNIT 0A	538 SF
16	568 SF
UNIT 1A	625 SF
4	625 SF
UNIT 1B	625 SF
3	625 SF
UNIT 1C	638 SF
12	638 SF
UNIT 1D	657 SF
18	657 SF
UNIT 1E	699 SF
3	699 SF
UNIT 1F	694 SF
22	694 SF
UNIT 1G	721 SF
18	721 SF
UNIT 1H	788 SF
33	788 SF
UNIT 1J	1008 SF
9	1008 SF
UNIT 1K	1029 SF
8	1029 SF
UNIT 2A	1079 SF
1	1079 SF
UNIT 2B	1100 SF
8	1100 SF
UNIT 2C	1148 SF
4	1148 SF
UNIT 2D	1247 SF
4	1247 SF
UNIT 2E	1251 SF
4	1251 SF
UNIT 2F	1381 SF
4	1381 SF
UNIT 2G	1393 SF
4	1393 SF
TOTAL APARTMENT QTY: 185	

TOWNHOME UNIT SUMMARY	
Name	SF
UNIT C-TH-A	1703 SF
3	1703 SF
UNIT C-TH-B	1725 SF
8	1725 SF
UNIT C-TH-C	1585 SF
1	1585 SF
TOTAL TH QTY: 12	

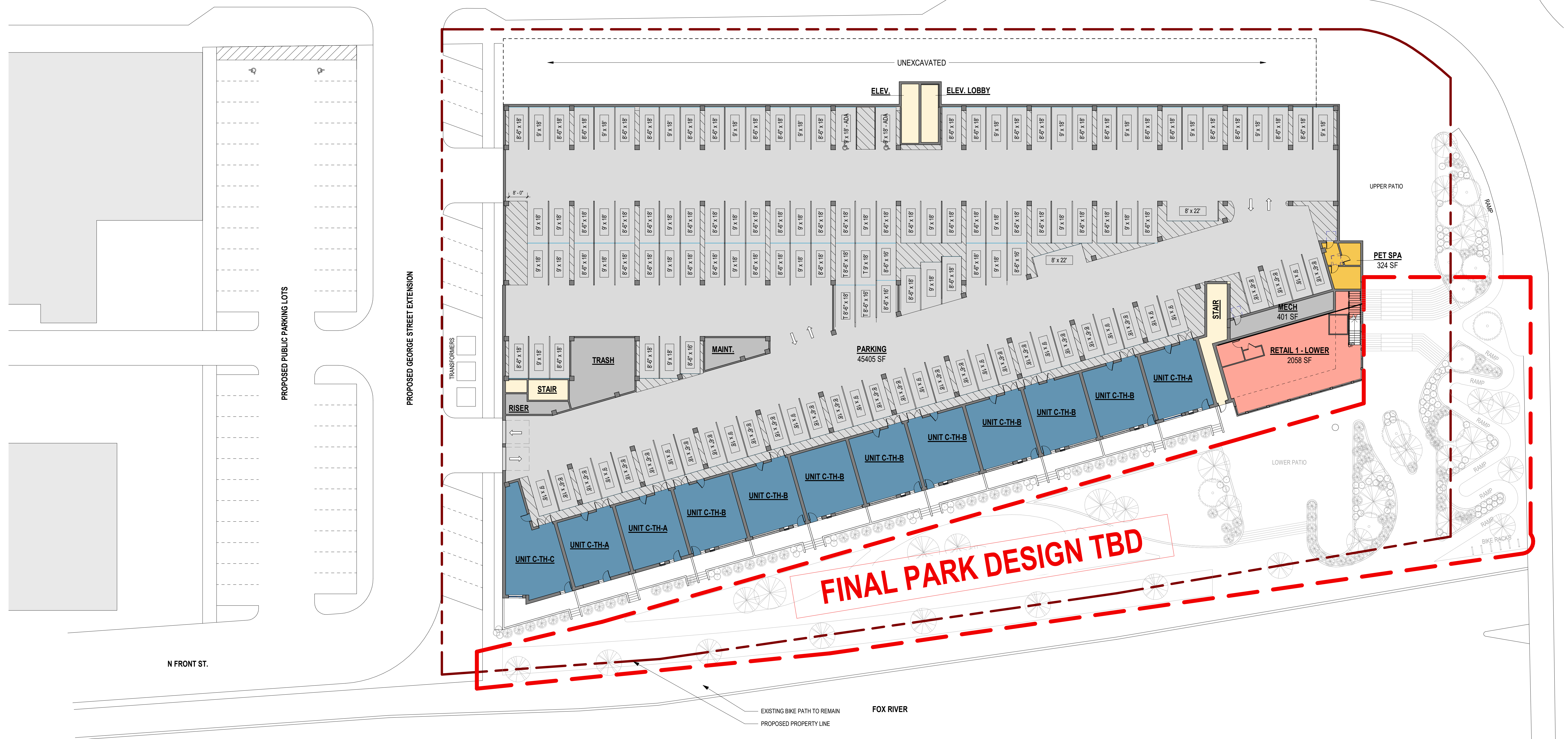
CONDO UNIT SUMMARY	
Name	Average
UNIT C-1A	726 SF
4	726 SF
UNIT C-1B	791 SF
3	791 SF
UNIT C-1C	1038 SF
2	1038 SF
UNIT C-2A	1076 SF
2	1076 SF
UNIT C-2B	1184 SF
2	1184 SF
UNIT C-2C	1293 SF
1	1293 SF
UNIT C-2D	1344 SF
2	1344 SF
UNIT C-2E	1540 SF
1	1540 SF
UNIT C-CONDO1	6302 SF
1	6302 SF
UNIT C-CONDO2	3965 SF
1	3965 SF
TOTAL CONDO QTY: 21	

PARKING - INDOOR	
Parking Type	Count
LOWER LEVEL 01	
8' x 22'	2
8'6" x 18'	4
8'6" x 18'	76
9' x 18'	43
9' x 18'-ADA	2
8'6" x 18'	2
8'6" x 18'	2
8' x 18'	133
LEVEL 01	
8' x 22'	1
8'6" x 18'	2
8'6" x 18'	4
8'6" x 18'	69
8' x 18'	62
8' x 18'-ADA	3
8'6" x 18'	2
8'6" x 18'	2
8' x 18'	134
TOTAL PARKING	257

PARKING - OUTDOOR	
Parking Type	Count
OUT - ADA	3
OUT - DIAG.	13
OUT - PARALLEL	8
OUT - STD.	123
TOTAL PARKING	144



2 LEVEL 01
1" = 20'-0"



1 LOWER LEVEL 01
1" = 20'-0"

SCHEDULE - BGSF	
LEVEL	AREA
Net Floor	0 SF
LOWER LEVEL 01	60,514 SF
LEVEL 01	69,579 SF
LEVEL 02	40,288 SF
LEVEL 03	37,852 SF
LEVEL 04	37,852 SF
LEVEL 05	37,852 SF
LEVEL 06	34,774 SF
TOTAL BGSF	318,990 SF

TOTAL BUILDING UNIT MIX %		
Program Category	Quantity	% of Units
1BR	111	56%
1BR+DEN	9	5%
2BR	29	15%
CONDO	2	1%
CONDO 1BR	7	4%
CONDO 1BR+DEN	2	1%
CONDO 2BR	10	5%
STUDIO	16	8%
TW	12	6%
TOTAL UNIT QTY: 198	198	

APARTMENT UNIT SUMMARY	
Name	Average
UNIT 0A	538 SF
16	
UNIT 1A	568 SF
4	
UNIT 1B	625 SF
3	
UNIT 1C	636 SF
12	
UNIT 1D	654 SF
16	
UNIT 1E	699 SF
3	
UNIT 1F	694 SF
22	
UNIT 1G	727 SF
16	
UNIT 1H	798 SF
35	
UNIT 1J	1008 SF
1	
UNIT 1K	1029 SF
8	
UNIT 2A	1079 SF
1	
UNIT 2B	1100 SF
6	
UNIT 2C	1148 SF
4	
UNIT 2D	1247 SF
4	
UNIT 2E	1251 SF
4	
UNIT 2F	1381 SF
4	
UNIT 2G	1393 SF
4	
TOTAL APARTMENT QTY: 185	

TOWNHOME UNIT SUMMARY	
Name	SF
UNIT C-THA	1703 SF
3	
UNIT C-THB	1725 SF
8	
UNIT C-THC	1585 SF
1	
TOTAL TH QTY: 12	

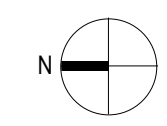
CONDO UNIT SUMMARY	
Name	Average
UNIT C-1A	726 SF
4	
UNIT C-1B	791 SF
3	
UNIT C-1C	1038 SF
2	
UNIT C-2A	1076 SF
2	
UNIT C-2B	1184 SF
2	
UNIT C-2C	1293 SF
1	
UNIT C-2D	1344 SF
3	
UNIT C-2E	1540 SF
2	
UNIT C-CONDO1	6302 SF
1	
UNIT C-CONDO2	3965 SF
1	
TOTAL CONDO QTY: 21	



2 LEVEL 03 & 04
1" = 20'-0"



1 LEVEL 02
1" = 20'-0"



SCHEDULE - BGSF	
LEVEL	AREA
Net Floor	0 SF
LOWER LEVEL 01	60,514 SF
LEVEL 01	69,579 SF
LEVEL 02	40,288 SF
LEVEL 03	37,852 SF
LEVEL 04	37,852 SF
LEVEL 05	37,852 SF
LEVEL 06	34,774 SF
TOTAL BGSF	318,990 SF

TOTAL BUILDING UNIT MIX %		
Program Category	Quantity	% of Units
1BR	111	56%
1BR+DEN	9	5%
2BR	29	15%
CONDO	2	1%
CONDO 1BR	7	4%
CONDO 1BR+DEN	2	1%
CONDO 2BR	10	5%
STUDIO	16	8%
TH	12	6%
TOTAL UNIT QTY: 198	198	

APARTMENT UNIT SUMMARY	
Name	Average
UNIT 0A	538 SF
16	
UNIT 1A	568 SF
4	
UNIT 1B	625 SF
3	
UNIT 1C	636 SF
12	
UNIT 1D	657 SF
16	
UNIT 1E	699 SF
3	
UNIT 1F	694 SF
22	
UNIT 1G	721 SF
16	
UNIT 1H	798 SF
35	
UNIT 1J	1008 SF
1	
UNIT 1K	1029 SF
8	
UNIT 2A	1079 SF
1	
UNIT 2B	1100 SF
6	
UNIT 2C	1148 SF
4	
UNIT 2D	1247 SF
4	
UNIT 2E	1251 SF
4	
UNIT 2F	1381 SF
4	
UNIT 2G	1393 SF
4	
TOTAL APARTMENT QTY: 185	

TOWNHOME UNIT SUMMARY	
Name	SF
UNIT C-TH-A	1703 SF
3	
UNIT C-TH-B	1725 SF
8	
UNIT C-TH-C	1585 SF
1	
TOTAL TH QTY: 12	

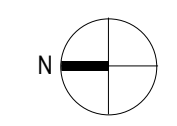
CONDO UNIT SUMMARY	
Name	Average
UNIT C-1A	726 SF
4	
UNIT C-1B	791 SF
3	
UNIT C-1C	1038 SF
2	
UNIT C-2A	1076 SF
2	
UNIT C-2B	1184 SF
2	
UNIT C-2C	1293 SF
1	
UNIT C-2D	1344 SF
3	
UNIT C-2E	1540 SF
2	
UNIT C-CONDO1	6302 SF
1	
UNIT C-CONDO2	3965 SF
1	
TOTAL CONDO QTY: 21	



1 LEVEL 06
1" = 20'-0"



2 LEVEL 05
1" = 20'-0"



118 S Broadway

RENDERINGS

04.17.2026











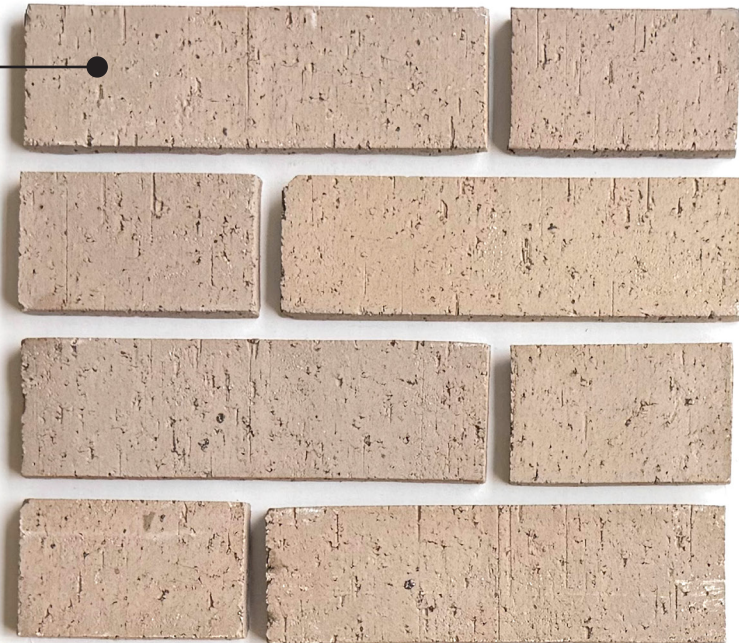




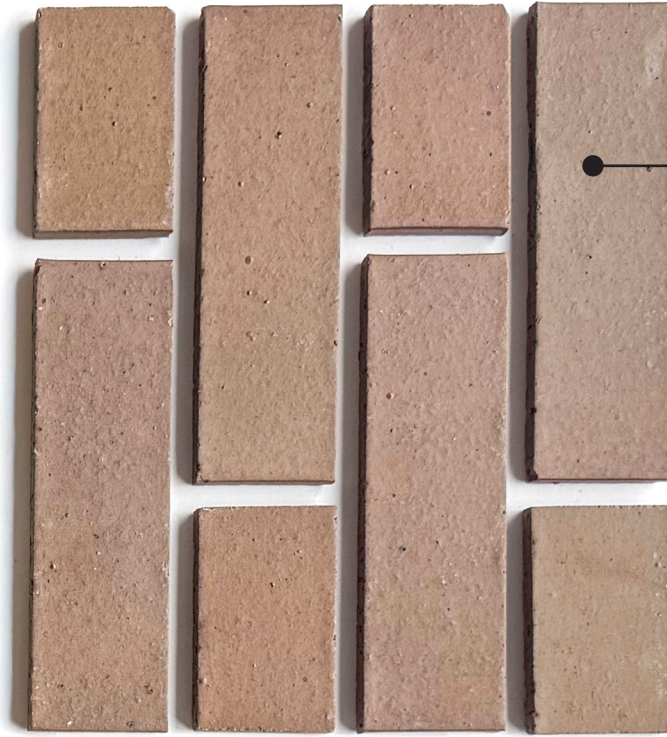




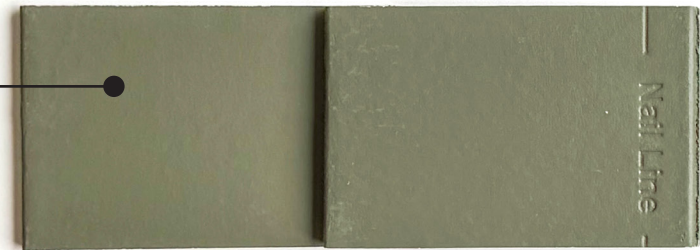
FBR-1
RUNNING BOND INSTALL



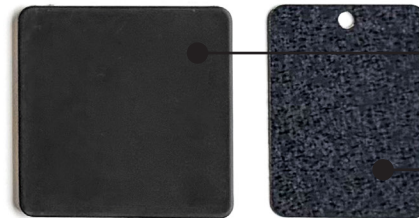
FBR-2 - ACCENT
STACKED SOLDIER COURSE
INSTALL



CEMENT BOARD LAP SIDING
FINAL COLOR SELECTION
TO BE CONFIRMED



STOREFRONT/ METAL PANEL



METAL PANEL - SHINGLE INSTALL

PALETTE INSPIRED BY THE S BROADWAY HISTORIC DISTRICT & INDUSTRIAL HERTIAGE OF FOX RIVER

118 S BROADWAY
MATERIAL SELECTIONS_PRODUCT INSTALL REFERENCES



**FBR-1 / FBR-2
BRICK INSTALL**



**CEMENT BOARD
LAP SIDING**



**STOREFRONT/
METAL PANEL**



**METAL PANEL
SHINGLE INSTALL**



Request for Common Council Action

Meeting Date: May 5, 2026

Department: Development Services

From: Daniel Lindstrom, Development Services Director

Subject: Resolution #26-33 Authorizing Development Agreement with Ninth Street Development, LLC (Parcel WD-D0200-4).

Recommendation: Motion to approve.

At its meeting on September 9, 2025, the Finance/Personnel Committee unanimously approved redevelopment agreement terms for Ninth Street Development, LLC for the redevelopment of 114 South Ninth Street into a multi-tenant commercial development of Parcel WD-D0200-4. This item is being brought forward at this time for approval of the formal redevelopment agreement.

Attachments:
Reso26-33, DA- 9th Street Development-Draft-FINAL-1-CLEAN, Personal Guarantee Template

RESOLUTION #26-33

AUTHORIZING DEVELOPMENT AGREEMENT WITH NINTH STREET DEVELOPMENT, LLC
(Parcel No. WD-D0200-4)

WHEREAS, Ninth Street Development, LLC (“Developer”) wishes to enter into an agreement for construction of a multi-tenant commercial building for various retail, medical, office or other types of uses typically found in grocery-anchored shopping centers on Developer’s parcel of 2.278 acres located in Tax Incremental District No. 13 (TID #13); and

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

WHEREAS, the City believes it is appropriate to use tax increments from the TID District to support this project and that it will be beneficial to the City to promote revitalization and economic stability of the TID and for the City as a whole, by creating mixed-use development employment opportunities; and

WHEREAS, Developer’s ability to undertake development of the Project is contingent upon the City’s commitment to use tax increment financing from TID #13 to provide financial assistance for a portion of the significant development expenses and site acquisition costs associated with the Project, pursuant to the terms set forth in the attached Development Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into such Development Agreement Regarding Multi-Tenant Commercial Redevelopment Project Between the City of De Pere and Ninth Street Development LLC (WD-D0200-4), as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of May, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/09/2025

**DEVELOPMENT AGREEMENT REGARDING MULTI-TENANT COMMERCIAL
REDEVELOPMENT PROJECT**

BETWEEN

THE CITY OF DE PERE AND NINTH STREET DEVELOPMENT LLC

(Parcel Number – WD-D0200-4)

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the CITY OF DE PERE, Wisconsin, a municipal corporation (“City”) and NINTH STREET DEVELOPMENT, LLC, a Wisconsin limited liability company (“Developer”), collectively referred to as the Parties.

RECITALS

- A. Wis. Stats. §66.1105, provides the authority and establishes procedures by which the City of De Pere may create Tax Increment Financing Districts (“TID”) and support development projects within the City through the use of tax incremental financing.
- B. In 2018, the City created Tax Incremental District No. 13, as and for the benefit of mixed-use development within the District.
- C. Developer has proposed to redevelop certain real property, identified for real estate tax purposes and address as:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
WD-D0200	114 S Ninth Street	2.278	\$816,400 (creation year)

99,267 SQ FT THAT PART OF PARCELS C & D OF LOT 103 ASSESSORS SUBD OF LANDS IN CITY OF NICOLET DESC AS LOT 1 IN 16 CSM 261 MAP 3133 IN 1088540

- D. The parcels listed above, shall be referred to as the “Property.” The Property comprises approximately 2.278 acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT A-1.
- E. Developer intends to complete a project, which consists of developing and constructing a multi-tenant commercial building intended for retail, medical, office use, and other uses typical of those found in grocery-anchored shopping centers with a minimum of 20,250 square feet, including any public improvements and construction phases (“Project”). The proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.
- F. As of January 1, 2025, the Property has an aggregate assessed value of \$794,200, which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:

I. \$11,499.36 in total real estate taxes annually (assessed mill rate of \$0.014479167).

G. Upon completion of the Project, the City estimates the assessed property value of the Property to be \$4,500,000.00, which is anticipated to yield approximately:

I. \$65,000.00 in total real estate taxes annually further detailed below:

<u>Description</u>	<u>Assessed Value</u>	<u>Mill Rate</u>	<u>Tax Value</u>
Base Value:	\$ 816,400	\$ 0.014479167	\$ 11,821
Increment Value:	\$ 3,683,600	\$ 0.014479167	\$ 53,335
Total:	\$ 4,500,000		\$ 65,156)

The City Assessor or their designee may not use this Agreement or any provisions herein as the sole basis to determine the value of the Project.

H. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District Thirteen (“TID 13” or the “District”), which will provide part of the financing for certain costs of the Project.

I. The Project described above and more fully in this Agreement will promote the development and economic stability of TID 13 and the City as a whole.

J. Developer’s ability to construct and occupy the new facility would not be viable and this development would not occur in the City but for the City’s commitment to reimburse Developer for significant site acquisition and development expenses associated with site assembly.

K. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; acquisition of land; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded to Developer.

L. Allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, site assembly reimbursement grant incentives, project costs, and other cash grants when made pursuant to a signed development agreement.

M. The City believes it is appropriate to use tax increments from the District to provide for the construction of certain improvements to the Property (as defined herein) in and for the benefit of TID 13 to facilitate development and redevelopment within the District and to provide financing for portions of such improvements and redevelopment.

N. 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.

O. The City seeks to protect the health, safety and general welfare of the community by requiring the

completion of various improvements in the Project, including, without limitation, redevelopment of the commercial property, additional on-site stormwater, and private parking to serve the Project.

- P. As a result, the City wishes to promote this development 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. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City, including but not limited to adopted or approved plans or specifications on file with the City, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the Parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Tax Increment generated by the Property. The Parties intend to enter into this Agreement to record the understandings and undertakings of the Parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

Whenever in this Agreement a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand. As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

- A. “Agreement” means this Development Agreement among the City, Developer, as amended and supplemented from time to time.
- B. “Assessed Value” means the anticipated initial value placed upon the Development Project upon completion as determined pursuant to Wisconsin Statutes, Chapter 70. The projected Assessed Value for the Development Project is Four Million Five-Hundred Thousand Dollars (\$4,500,00.00).
- C. “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 Four Million Five-Hundred Thousand Dollars (\$4,500,00.00), the Deficit Payment (as defined below) provisions of Section VI.B.. shall apply.
- D. “Available Tax Increment” means an amount equal to the Tax Increment actually received by the City in each year less the Priority Project Costs.
- E. “Base Assessed Value” means the total 2018 Assessed Value, TID creation year, of the tax parcels comprising the Property in the amount of eight-hundred and sixteen thousand four hundred dollars (\$816,400).
- F. “Certificate of Occupancy” means the certificate issued by the City Development Services Department upon completion of the Development Project so as to permit occupancy of the same.
- G. “City” means the City of De Pere.
- H. “Deficit Payment” means the payment required of Developer under Section VI.B. if in any year, the Minimum Annual Property Tax Payment set forth in Exhibit D, incorporated herein by reference, is not made or satisfied in full.
- I. “Developer” means Ninth Street Development, LLC, or any assignee of the same.
- J. “Development Project” means the Property together with the Project and all its improvements as contemplated by the Parties and as approved by the City Development Services Department and/or Plan Commission.
- K. “District and/or TID 13” means City of De Pere Tax Incremental District No. 13 as amended, which is statutorily scheduled to close as of July 18, 2037.
- L. “Exhibits” means the supplementary reference information attached to this development agreement that shall include the following:
 - 1. Exhibit A: Map of Property
 - 2. Exhibit A-1: Legal Description of Property”
 - 3. Exhibit B: Preliminary Concept Plan

4. Exhibit C: Description of Project, Final Concept Plan and Site Plan
 5. Exhibit D: Minimum Annual Property Tax Payment Schedule
 6. Exhibit E: Municipal Revenue Obligation (as to FORM), with Schedule I – Payment Schedule
- M. “Force Majeure” means a delay in achieving Substantial Development as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including strikes, war, acts of nature, acts of God, pandemics, epidemics, or other forces majeure. [Force Majeure shall not work to extend the implementation of the Project Value Warranty under Section VI.A.]
- N. “Guaranteed Value” means Four Million Five-Hundred Thousand Dollars (\$4,500,00.00).
- O. “Minimum Annual Property Tax Payment” means the minimum annual total real property tax payment owing on the Development Project 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.
- P. “Plans and Specifications” means the plans and specifications developed for the Project.
- Q. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City may propose, and the City and may accept in its sole discretion.
- R. “Project” means the Project as defined in the Recitals, with zoning code appropriate façade materials, landscaping, stormwater etc. consistent with Developer’s proposed commercial business. The Project as constructed hereunder, together with the Property, comprises the Development Project.
- S. “Project Grant” means the up-front Project Reimbursement Grant provided to Developer as set forth in Section III.B.
- T. “Project Incentives” means the Project Reimbursement Grant as set forth and defined in Section III.C.
- U. “Property” means the Property as defined in the Recitals.
- V. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- W. “Priority Project Costs” means all City-incurred costs associated with TID No. 13 that must be paid from Tax Increment before any incentive payments to Developer, including but not limited to:
1. debt service on any notes or bonds issued to finance the Project Grant;
 2. City administrative, legal, and consulting costs relating to the District;
 3. any other eligible project costs incurred by the City under Wis. Stat. §66.1105 and designated in this Agreement as priority obligations.”

- X. “Public Improvements” means the infrastructure improvements in connection with the Project including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- Y. “Qualified Expenditures” means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- Z. “Special Assessment” means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Municipal Code and this Agreement.
- AA. “Special Charge” means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Municipal Code and this Agreement.
- BB. “Substantial Completion or Substantially Completed” means that a Certificate of Occupancy for the Development Project has been issued by the City Building Inspection Department and confirmation from the Zoning Administrator that the entire approved site has been completed including, but not limited, to light plan, lighting plan, landscape plan, which shall be no later than December 31, 2026.
- CC. “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 Development Project and any taxable property associated with the Project and or the Property.
- DD. “Term of the Agreement” means through the end of TID 13.

III. TAX INCREMENT FINANCING (TIF) INCENTIVES

- A. Qualification for TIF. Developer has demonstrated to the satisfaction of City a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City providing TIF, the Project would not happen. At the request of the City, Developer shall provide sufficient information and records needed for a financial analysis to justify to the satisfaction of the City the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Project Grant. City shall provide Developer with the following TIF incentive as a Project Grant, the receipt of which are necessary for the Project to proceed.

Development Agreement
Page 6 of 41

- I. Developer Project Cost Reimbursement Grant. City shall provide Developer an incentive of Three Hundred Fifty Thousand and no/100 dollars (\$350,000.00) to pay certain Qualified Expenditures incurred by Developer for the Project upon fulfilling obligations identified herein and in Section VI of this Agreement.
 - a) Provided Developer qualifies for the TIF Incentive and provides adequate proof to the City that the Developer has incurred and paid Qualified Expenditures, and provided that Developer and all transferees have paid the real property taxes and any Special Assessments and Special Charges in full for the previous tax year by September 15.
 - b) The Development Services Director shall review the total costs to ensure the total Qualified Expenditures are substantially similar to the estimated Project costs as set forth in the Development Project, as described in Section VI.C. Substantially similar shall be defined as plus or minus five percent (8%) of the estimated Project costs. Either City or Developer may request to renegotiate the Project Incentive for final project costs that are greater than or less than five percent (8%) of the estimated Project costs.
 - c) The Project Grant shall be payable to Developer within thirty (30) days of Substantial Completion of the Project and the Development Services Director's review and verification of final Qualified Expenditures, which review shall not be unreasonably withheld or delayed, but in no case shall the Project Grant(s) be paid prior to September 15th of the year Substantial Completion is achieved.
2. Qualified Expenditures. Project Grant shall be disbursed in the following priority, and only fund:
 - a) Public Improvements, as defined in Section II.X., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) "Private Improvements" specifically approved by the City; then
 - c) Any other activity specifically approved by the City.
3. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered 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 such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

V. CITY AND DEVELOPER INCENTIVE LOOK-BACK PROVISION

- A. 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 agreed upon by the City and Developer, consistent with generally accepted accounting principles and capitalization rates and available market information for similar multi-tenant commercial buildings 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 twenty percent (20%) originally projected to the City at the time of this Agreement, then Developer shall return fifty percent (50%) of the project grant necessary to return developer’s rate of return the metric to twenty percent (20%). Example: If returning \$100,000 of the project grant returns the metric to 20%, then the developer shall only be forced to return \$50,000 of the project grant to the City.

VI. OBLIGATIONS OF THE DEVELOPER

A. Project Value Warranty.

1. Guaranteed Value. Developer warrants the Guaranteed Value of the Development Project as of January 1, 2027, shall be not less than Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000.00). If real property taxes payable with respect to the Development 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 Section VI.B. (“Deficit Payment Calculation”) shall apply. Developer shall provide any and all applicable or otherwise necessary records to City, City Assessor or other related agency for purposes of property assessment valuations.
2. No Default. Notwithstanding anything in the preceding paragraph to the contrary, the failure of the Development Project to meet the requirement for a Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000.00). Guaranteed 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.

- B. Minimum Annual Property Tax Payment and Deficit Payment Calculation. The TIF Incentive provided to Developer as a Project Grant under this Agreement, shall be borrowed by the City whether by bond or by note. The City’s debt service on the TIF Incentive shall be repaid by the Minimum Annual Property Taxes generated by the Property and Project. 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 amount(s) set forth on Exhibit D on the Development 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

Development Agreement

Page 8 of 41

property taxes paid by Developer or its successors and assigns for each year the Minimum Annual Property Tax Payment is not met.

1. The Deficit Payment shall be due and payable in full on or before July 31 of each year due, commencing in 2028. If the Deficit Payment is not fully paid by August 31 of the year in which it is due, in an amount so determined under the above noted process, shall be placed against the Property as a special charge for services rendered under Wis. Stats. §66.0627(2) or enforce the Personal Guarantee as provided herein.
2. The Developer's obligation to satisfy and pay in full a Deficit Payment for any applicable tax year shall be in force for the duration of the life of the District and any and all other debt service for financial incentives provided under this Agreement are paid in full.

C. Deficit Payment; Personal Guarantee.

1. Any individual member of the Developer shall personally guarantee any Deficit Payment, as defined herein, starting the taxable year of 2027 (payable in 2028) ("Personal Guarantee").
2. Any individual member of the Developer shall provide the Personal Guarantee to the City, subject to their approval, for any Deficit Payment realized pursuant to Section VI. B. of this Agreement. The Personal Guarantee shall expire or be released upon the sooner of the (a) termination of the TID or (b) the retirement of the City's debt service on bonds or notes issued for the TIF Incentive.
3. Notwithstanding anything else in this Agreement, no assignments shall be made of the Personal Guarantee without the consent of the City. The Personal Guarantee(s) provided under this section shall remain with the Developer until such time as any party assuming this Agreement as permitted herein enters into a new personal guarantee reasonably approved by the City. The obligation to satisfy the Deficit Payment(s) shall remain until the City's debt service on the TIF Incentive is retired or the TID is terminated, whichever event is sooner.

D. Compliance with Planning, Site Plans, Zoning, Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to developer and use the as set forth in this Agreement, including but not limited to:

1. Developer shall take all steps necessary to obtain City Development Services Department and or Plan Commission approval of the Project relating to zoning and site plan approval to enable construction to commence and proceed so as to obtain Substantial Completion of the Project on or before December 31, 2026. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the Development Services Department and/or Plan Commission (Exhibit C) and shall be constructed in compliance with all federal, state and local codes together with all conditions and requirements of the Plan Commission.
2. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.

3. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City.
- E. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
 - F. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenditures as set forth in the approved Development Budget.
 - G. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
 - H. Ownership/Transfer or Sale of Project and/or Property. Developer shall retain ownership of the Project and/or Property until all of the following occur: (1) final completion,
 1. Notice. Upon or following the satisfaction of all of the foregoing, which shall be determined upon the sole discretion of the Director of Development Services or their designee, Developer may sell, transfer or convey the Project and/or the Property or any part thereof, subject to the prior written consent of the City. The City may deny the consent for any commercially reasonable reason. Such sale, transfer or conveyance of the Project and/or 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 and/or the Property shall be subject to the prior written consent of the City, which consent shall not be unreasonably withheld.
 2. Permitted Assignment/Financing. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. Developer shall not be required to obtain prior written consent of the City for a transfer or conveyance of the Property made in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 3. No Transfer to Exempt Entities. Prior to the closure of the District, no portion of the Project and or Property shall be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project, Property and or Development Project exempt from real property taxation. This obligation, as well as the other obligations of this Agreement, inure to the benefit and become the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project and/or the Property during the term of this Agreement prohibiting

any use of such Property during the term of this Agreement which would cause the Project and/or the Property or any portion thereof to become property tax exempt. Should the Project and/or the Property nevertheless become property tax exempt, Developer, for itself or its successors and/or assigns, hereby agrees that Deficit Payments shall then be made by the Developer of the Project in accordance with the process set out in Section VI.B.

- I. Commencement of Construction and Project. Developer shall commence construction of the Project no later than December 1, 2025.

- J. Substantial Completion. The Project shall be Substantially Completed and subject to full real property tax assessment as of January 1, 2027.

- K. Failure to Commence Construction or Substantially Complete.
 - a. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of this Agreement, City may notify Developer of such failure.
 - b. Force Majeure. If Developer is delayed from achieving Substantial Completion as required in this Agreement, and as referred to in this Section, due to Force Majeure as defined in Section II of this Agreement, the rescission and repurchase or return of Site Assembly Grant provisions shall be postponed by the period of such delay. This paragraph is intended to be in addition to all other remedies available to the City at law or equity. This paragraph shall not apply to the dates applicable to the Guaranteed Value under Section VI.A. or the Minimum Annual Property Tax Payment under Section VI.B.

- L. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

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

- N. Utilities.
 - I. 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 Development Project.

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

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

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

- R. 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.
- S. Assessments Taxes and Fees. Developer shall pay and discharge all taxes, assessments and other governmental charges upon the Project when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Project.
- T. Notice of Litigation/Disputes. Developer shall promptly furnish to the City written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer.
- U. Records and Documents. Developer shall deliver to the City revised statements of estimated costs of the construction for the Project showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer. In further, Developer shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement.
- V. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the Project, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City, or any other obligation of Developer to the City regarding Hazardous Materials under this Agreement.
 3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, “Environmental Laws”); and

- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City property.

W. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City as additional insured parties:

1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer’s liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
 - b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
2. 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.
3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner

as to impose liability on the City. The amounts of such insurance shall be not less than the following limits:

- a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
- a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

X. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement

(hereinafter “Losses”), directly or indirectly, arising out of, resulting from or in any way connected with:

- a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer’s obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer’s failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, which notice shall be given by the City within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer’s indemnification obligations to the City unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City different from or in addition to those available to Developer, then counsel for the City, at Developer’s expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City. Developer shall not enter into any compromise or settlement without the prior written consent of the City, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City shall be reasonable grounds for the City to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City for the reasonable fees and expenses of counsel(s) retained by the City, and shall be bound by the results obtained by the City; provided, however, that no such claim, suit or action shall be settled without Developer’s prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

VII. CITY OBLIGATIONS

- A. 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

VIII. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY

The City's obligations under this Agreement are conditioned upon the following:

- A. Existence. Developer shall have provided City a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City.
- D. Insurance. Developer shall have delivered to the City certificates of all insurance required under this Agreement.
- E. The District. The District shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

IX. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

The obligations of Developer under this Agreement are conditioned upon the following:

- A. The District. The District shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Developer represents, warrants and covenants to the City as follows:

- A. Good Standing. It is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
- B. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations

Development Agreement
Page 16 of 41

of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

- C. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- D. No Conflict. The execution, delivery, and performance of its obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project and this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms.
- E. Compliance. It will expeditiously complete the development and construction of the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the final plans provided to the City regarding the Project (the "Final Plans").
- F. No Material Change in Documents. It will not make or consent to any material modifications to the Final Plans without the prior written consent of the City.
- G. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the Parties began negotiation to enter into this Agreement.
- H. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- I. Compliance with Laws and Codes. The Project when completed will conform and comply in all respects with all applicable laws, rules, regulations, and ordinances, including without limitations, all building codes and ordinances of the City. Developer will comply with and will cause the Project to be in compliance with all applicable federal, state and local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- J. Discharge of Claims/Liens. It will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of the Project; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within thirty (30) days after the filing of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require. It will take all reasonable steps to forestall claims of lien against the Project (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Project.

- K. No Litigation. No litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer' financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing.
- L. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- M. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- N. No Delinquency. There are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Project.
- O. Due Diligence. Developer shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement
- P. No Objection to Property Assessment. Developer, for itself and its successors and/or assigns, shall not file an objection to real property assessment or otherwise appeal the Assessed Value of the Project and/or the Property as provided under Wis. Stat. §70.47(7)(a) whether to the City, State of Wisconsin or any other jurisdiction or venue, absent a palpable error, assert a claim of unlawful tax, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the Assessed Value of the Project and/or Property for the duration of the District.

XI. DEFAULT PROVISIONS

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 - 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City , and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
 - 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;

4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Withholding of TIF Payment. If at any time the City determines that the Developer's obligations defined in this Agreement are not being met to the City's satisfaction, the City may withhold TIF Incentives until the City determines those obligations are met;
 2. Termination. Terminate this Agreement without further notice to Developer;
 3. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City resulting from Developer's breach;
 4. Specific Performance. Sue for specific performance;
 5. Sue for Damages. Sue for all damages caused by the Event of Default;
 6. Other Remedies. Pursue any other remedies available to the City at law or in equity;
 7. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 8. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City by virtue of the Event of Default.
- C. City Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City to perform their obligations under this Agreement, but only after providing the City notice of such default and a failure by the City to commence attempts to cure such default within the thirty (30)-day notice period. If the City, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.

- D. Limitation of Damages. The foregoing notwithstanding, none of the Parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.
- G. 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 and or as provided in this Agreement.

XII. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the District;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the District or the Property;
 4. This Agreement is terminated because of an Event of Default; or
 5. The partes agree in writing to terminate the Agreement.
- B. Survival of Certain Provisions. Sections III.B.3.; VI.B.; VI.C.; VI.D.; VI.E.; VI.F.; VI.H.3.; VI.L.; VI.V.2.; VI.X.; VIII.A.; VIII.B.; VIII.C.; VIII.D.; VIII.E.; X.B; X.C.; X.H.; X.I. X.J.; X.P.; XI.B.; XI.D.; XI.E.; XI.F.; XIII.B.; XIII.C.; XIII.D.; XIII.F.; XIII.L.; XIII.P.; XIII.U.; and XIII.W. shall survive the termination of this Agreement.

XIII. MISCELLANEOUS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.

- B. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement, together with any Amendments thereto, with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- C. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- D. Assignment. Developer may not assign its rights and or its obligations this Agreement without the express prior written consent of the City thereto, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same and by the City Common Council.
- 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. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- G. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- H. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are Parties to this Agreement. No official or employee of the City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Developer or its successors under this Agreement.
- I. Relationship of Parties. The City is not a partner or joint venturer with Developer in the Project or otherwise. Under no circumstances shall the City be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third-party beneficiaries of this Agreement.

- J. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- K. 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.
- L. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- M. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the Parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled.
- N. 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.
- O. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- P. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

All correspondence shall be addressed by name and address to the party or person intended as follows:

Development Agreement
Page 22 of 41

To the City: City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

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

To the Developer: Ninth Street Development, LLC
Attn:
ADDRESS
CITY, STATE, ZIP
e-mail: address@address.com
facsimile:

With a copy to: Developer Attorney

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

- Q. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- R. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- S. 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.
- T. Immunity. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.
- U. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or

enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.

- V. Due Authority. Developer shall provide to the City a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions upon execution of this Agreement.
- W. Signatures and Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The Parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other Parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

(SIGNATURE PAGES TO FOLLOW)

Signature Page 1 of 2

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

CITY OF DE PERE

By:

Kimberly Flom, City Manager

Carey E. Danen, City Clerk

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

ENTITY NAME

By:

State of Wisconsin)
): SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 202_, by

Notary Public, State of Wisconsin

My commission expires on _____

EXHIBIT A: MAP OF PROPERTY

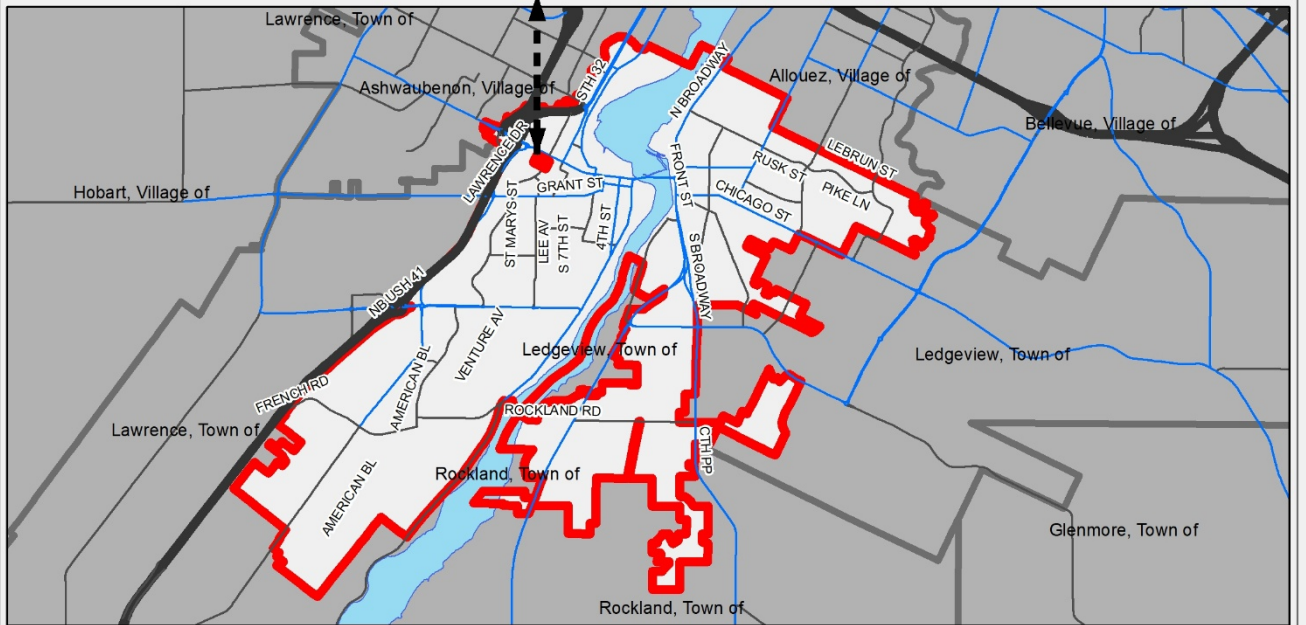
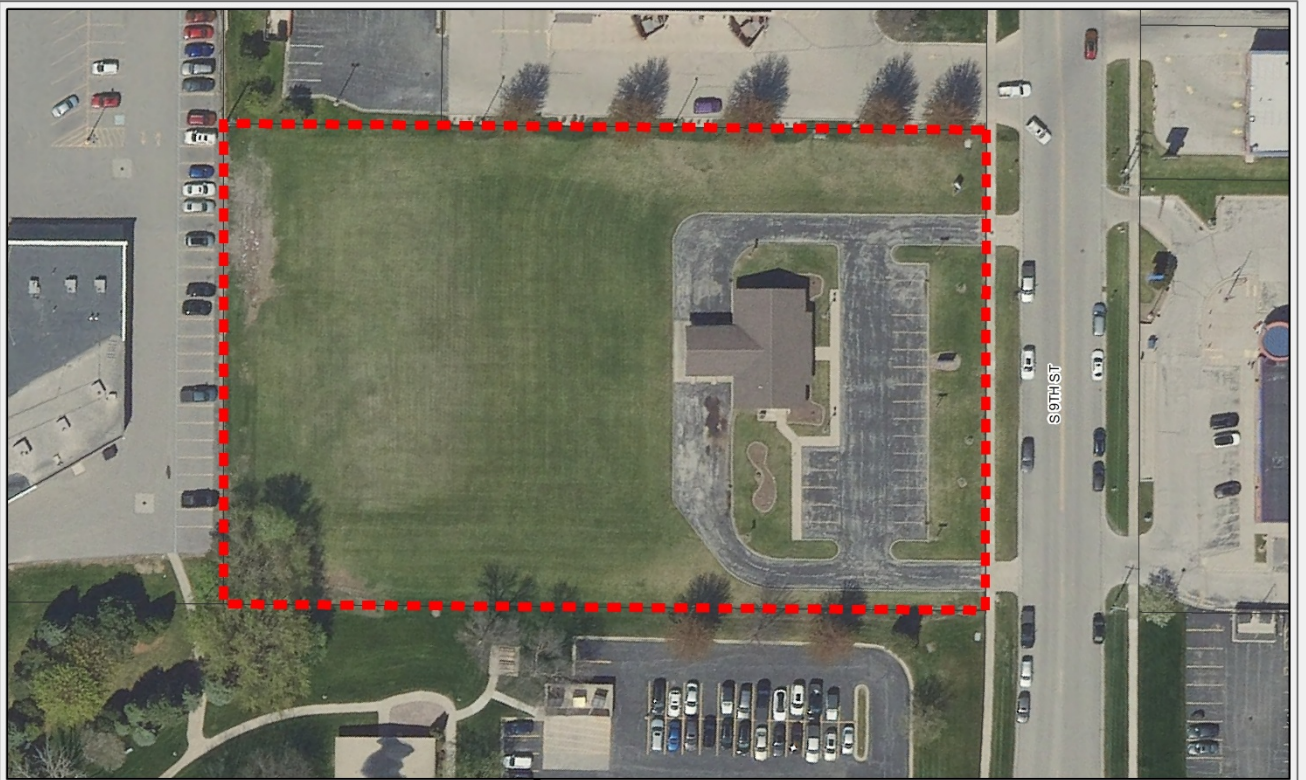
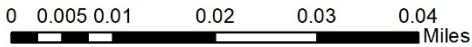


Exhibit A: Map of Property

City of De Pere



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

File Path:

Data Source: City of De Pere, Brown County

EXHIBIT A-I: LEGAL DESCRIPTION OF PROPERTY

Parcel Number: WD-D0200-4 (2.278 Acres)

Address:: 114 S NINTH ST, De Pere, Wisconsin 54115

Legal Description:

99,267 SQ FT

THAT PART OF PARCELS C & D OF LOT 103 ASSESSORS SUBD OF LANDS IN CITY OF
NICOLET DESC AS LOT 1 IN 16 CSM 261 MAP 3133 IN 1088540



FOR ILLUSTRATION PURPOSES ONLY - NOT FOR CONSTRUCTION

EXHIBIT C: DESCRIPTION OF PROJECT, FINAL CONCEPT PLAN AND SITE PLAN

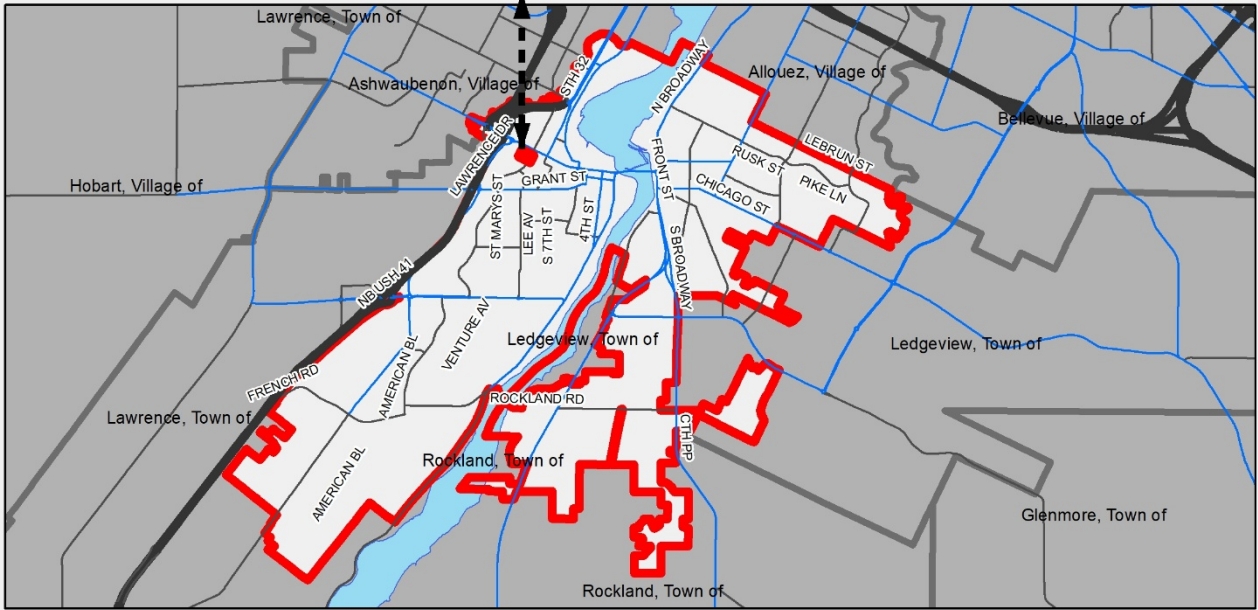
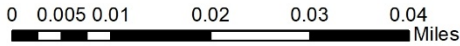


Exhibit A: Map of Property
City of De Pere



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File Path:

Data Source: City of De Pere, Brown County

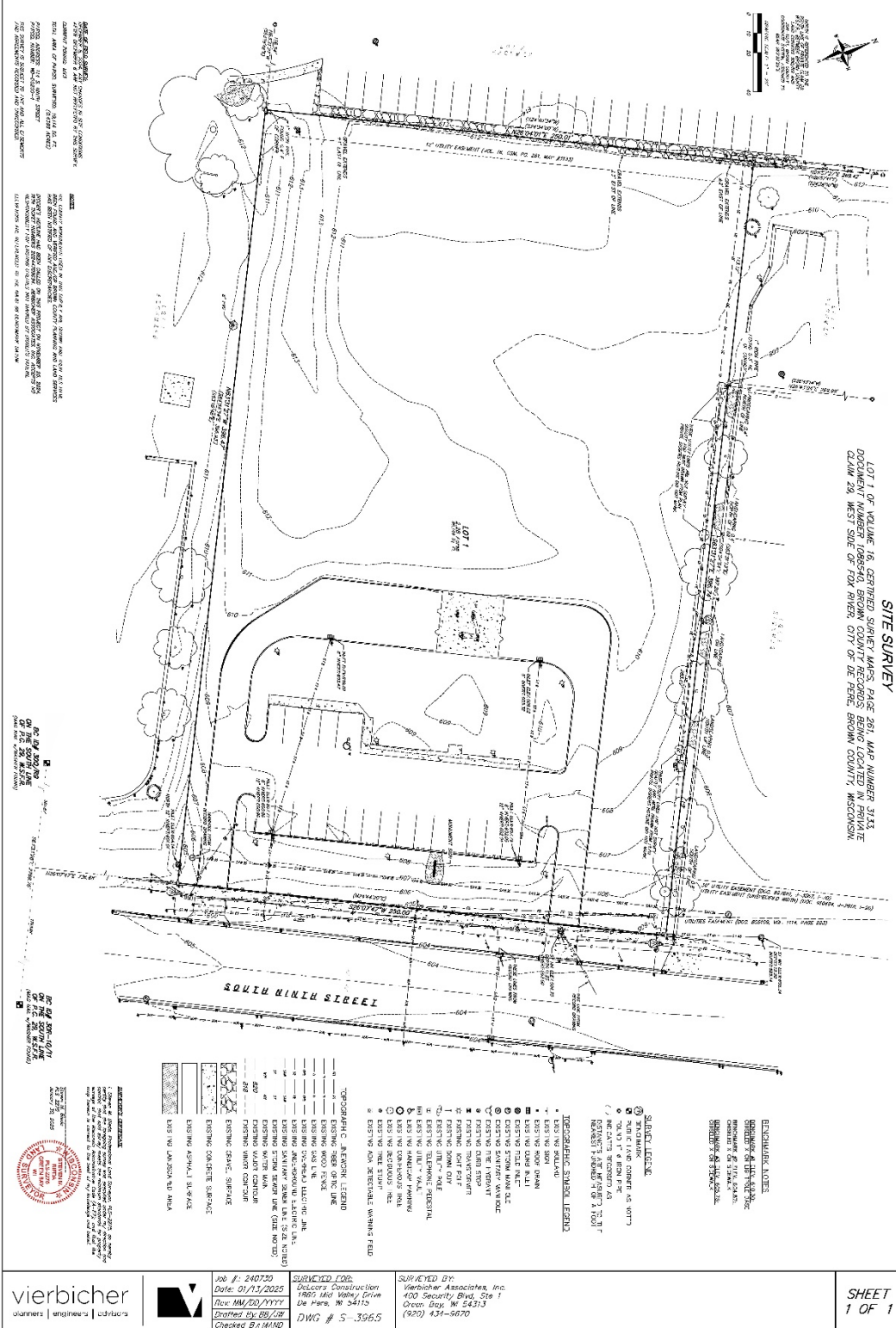


NO.	DATE	BY	REVISIONS

Site Plan
 Ninth Street Development
 114 South Ninth Street
 De Pere, WI 54115



 partners | engineers | architects



SITE SURVEY
 LOT 1 OF VOLUME 18, CERTIFIED SURVEY LAKES, PHASE 251, MAP NUMBER 3133
 CLAIM 251, WEST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

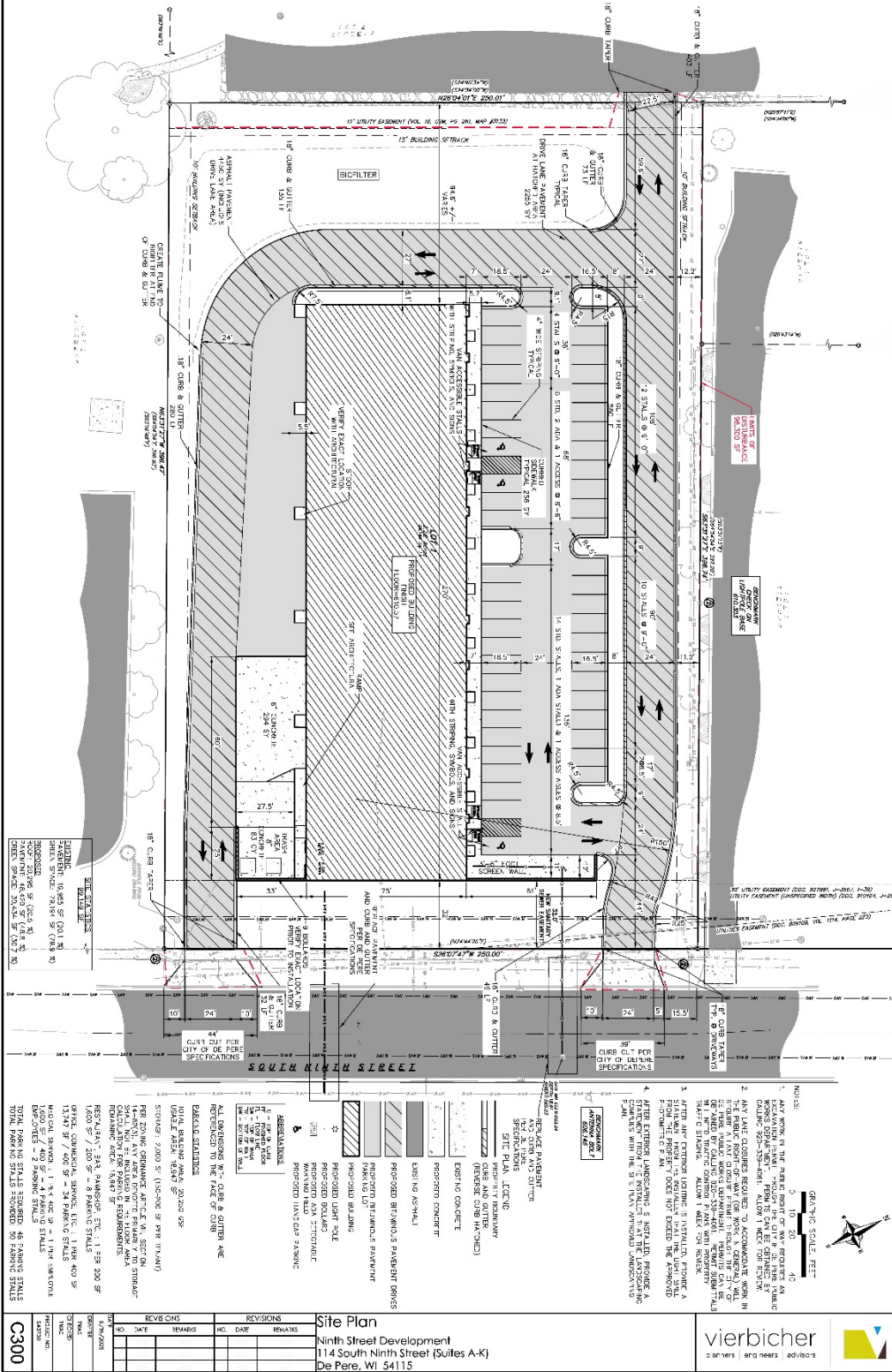
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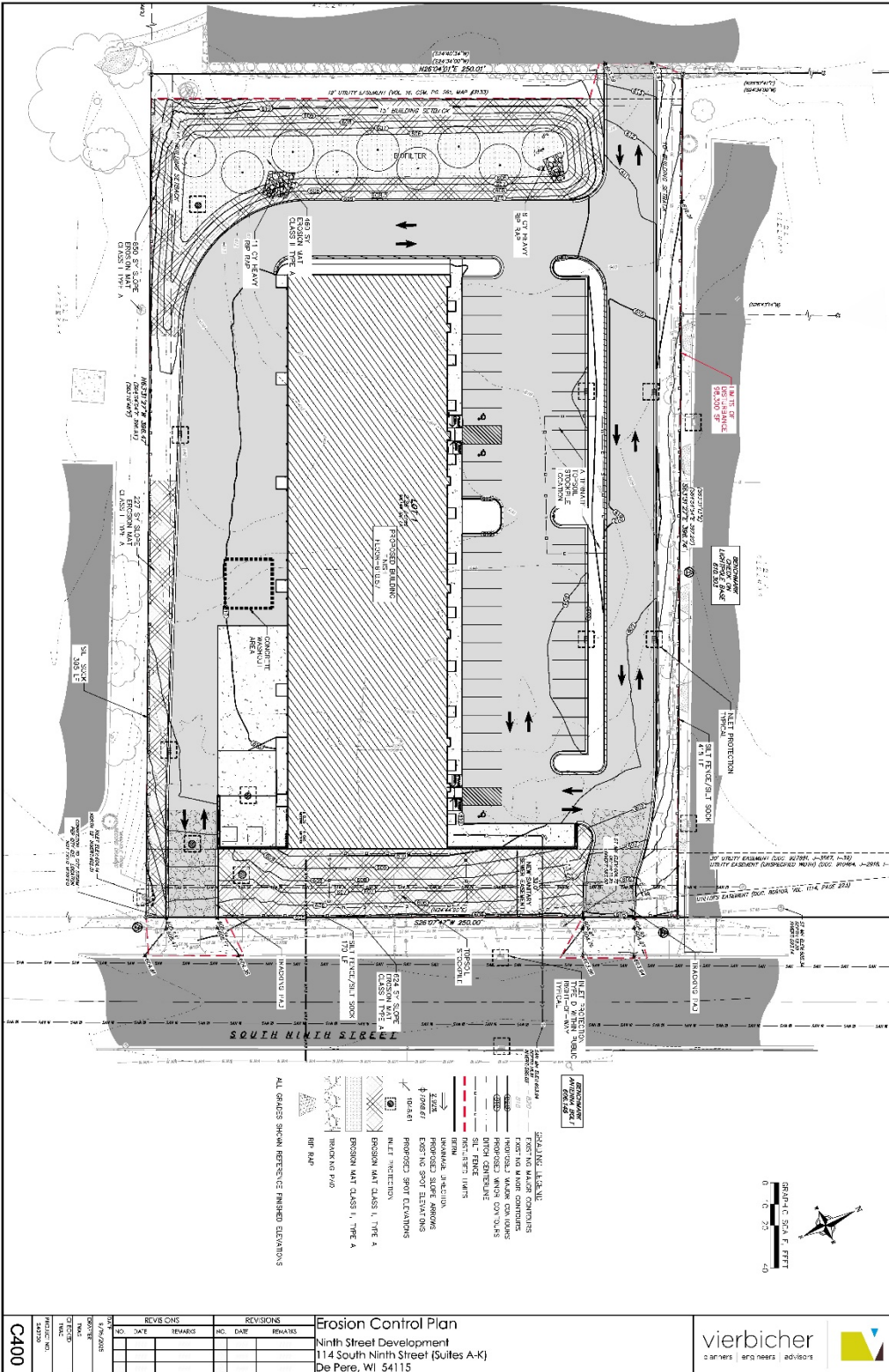
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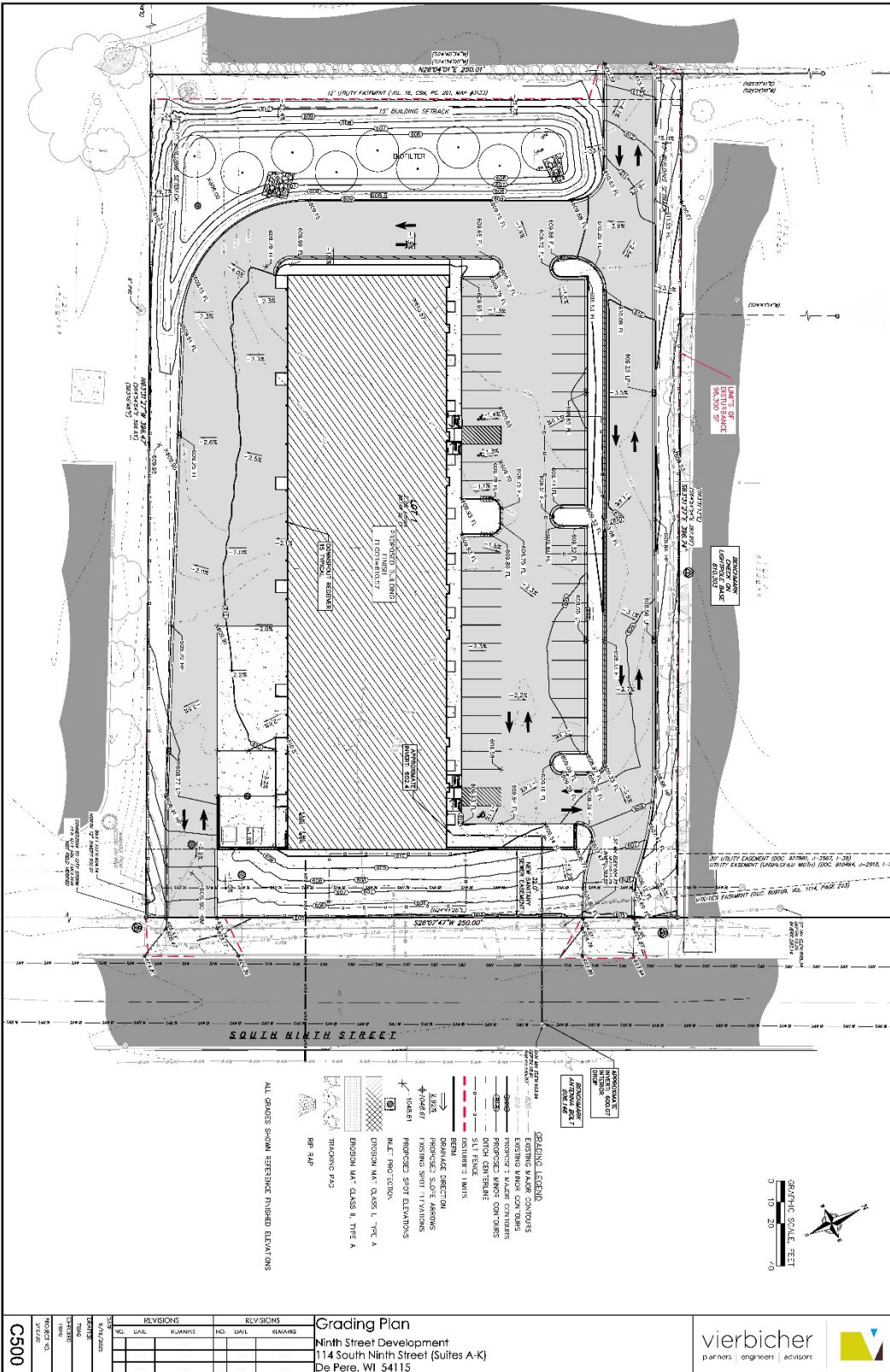
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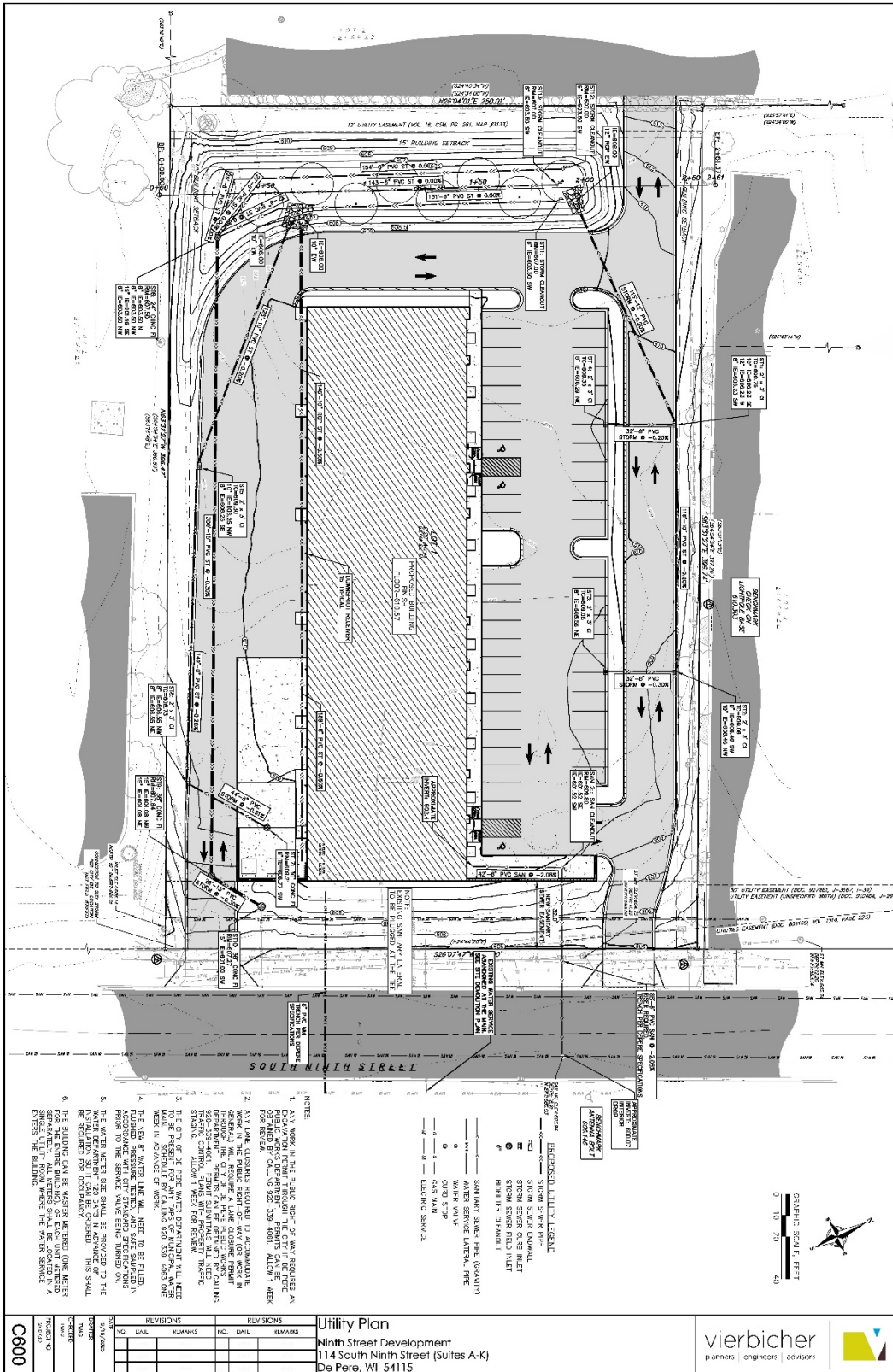
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	<p>Job #: 240720 Date: 07/13/2025 Rev: 01/20/2025 Drawn By: EBL/SL Checked By: MMD</p>	<p>SURVEYED FOR: Delsora Construction 1965 Lak Valley Drive De Pere, WI 54115</p>	<p>SURVEYED BY: Vierbicher Associates, Inc. 400 Security Blvd, Ste 1 Green Bay, WI 54313 (920) 431-6670</p>	<p>SHEET 1 OF 1</p>
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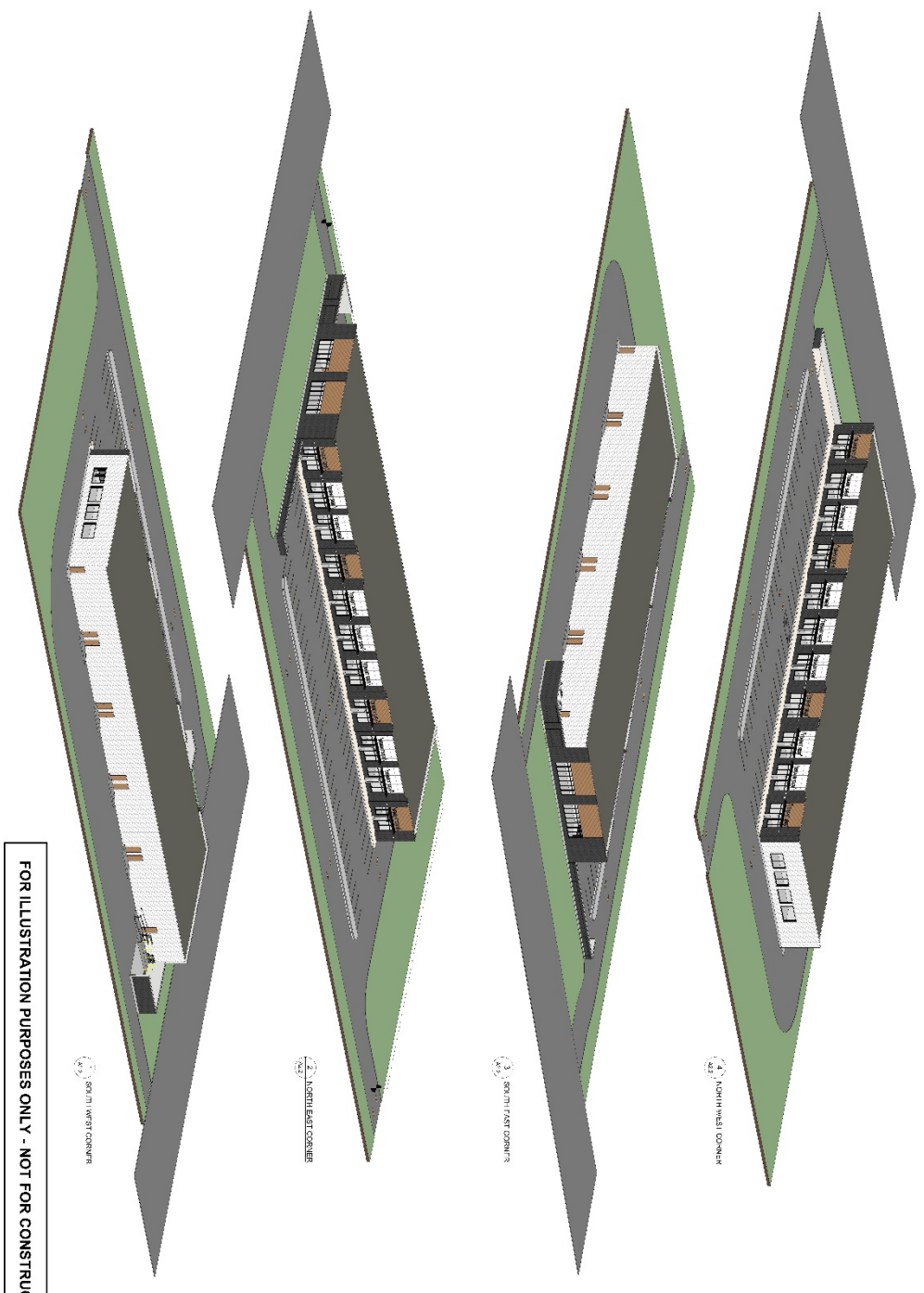
- NOTES**
1. ANY WORK IN THE PUBLIC RIGHT-OF-WAY REQUIRES AN ORDER FROM THE PUBLIC WORKS DEPARTMENT. PERMITS MUST BE OBTAINED FOR REVIEW. CALL TO 920.4601. ALSO, NOTIFY THE CITY OF PERE.
 2. ANY LAKE CLOSURES REQUIRED TO ACCOMMODATE WORK IN THE PUBLIC RIGHT-OF-WAY (OR WORK IN THE PUBLIC RIGHT-OF-WAY) MUST BE APPROVED BY THE CITY OF PERE. REQUESTS FOR LAKE CLOSURES WILL BE REVIEWED BY THE CITY OF PERE. REQUESTS FOR LAKE CLOSURES WILL BE REVIEWED BY THE CITY OF PERE. REQUESTS FOR LAKE CLOSURES WILL BE REVIEWED BY THE CITY OF PERE.
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 6. THE BUILDING CAN BE WATER SERVED (ONE WATER MAIN) FROM THE EXISTING BUILDING. ONE WATER MAIN SHALL BE INSTALLED TO THE WATER SERVICE ENTRIES TO THE BUILDING.

NO.	DATE	REVISIONS	REMARKS

Utility Plan
 Ninth Street Development
 114 South Ninth Street (Suites A-K)
 De Pere, WI 54115

vierbicher
 p a r t n e r s | e n g i n e e r s | a d v i s o r s

FOR ILLUSTRATION PURPOSES ONLY - NOT FOR CONSTRUCTION



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2 NORTH EAST CORNER

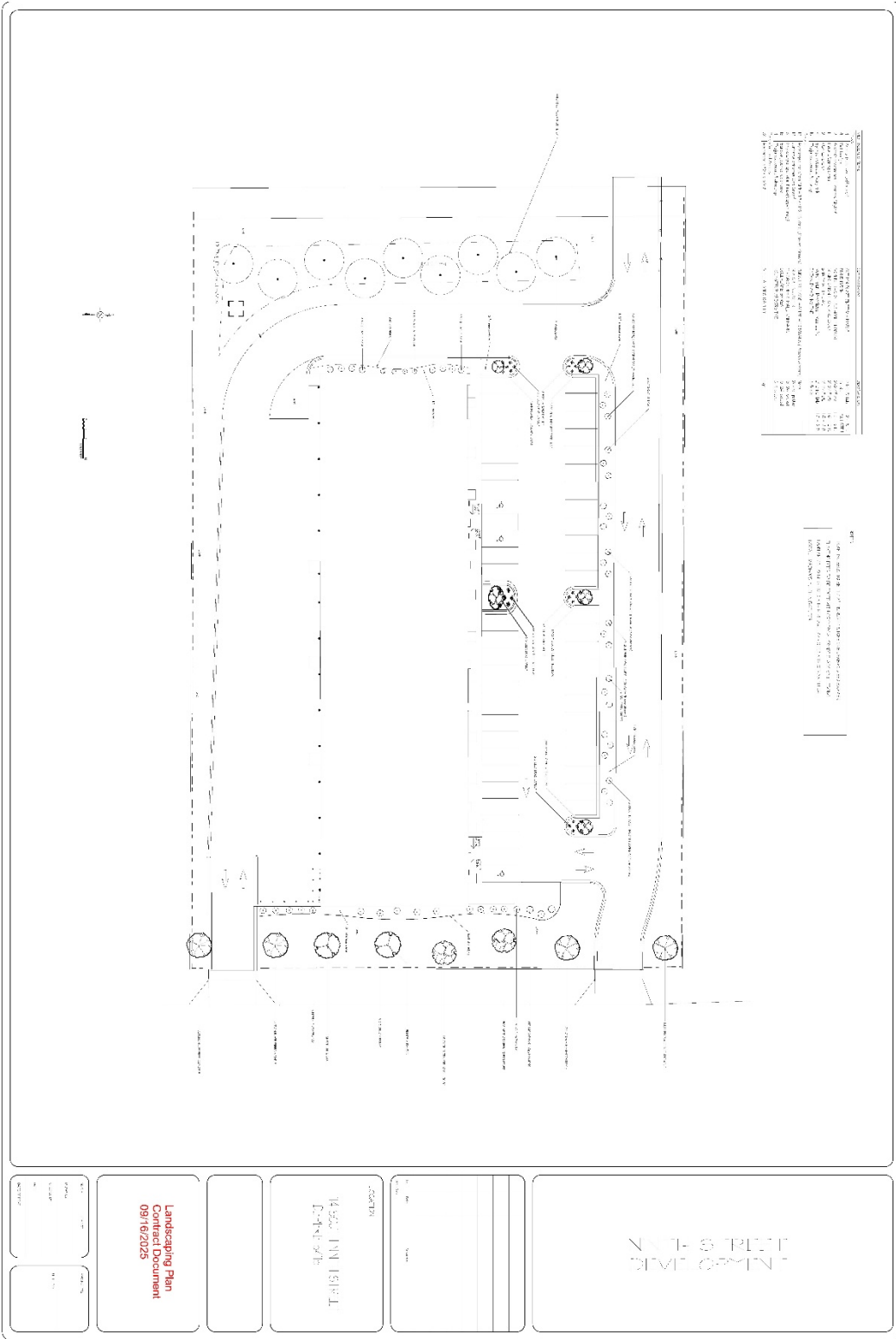
3 SOUTH EAST CORNER

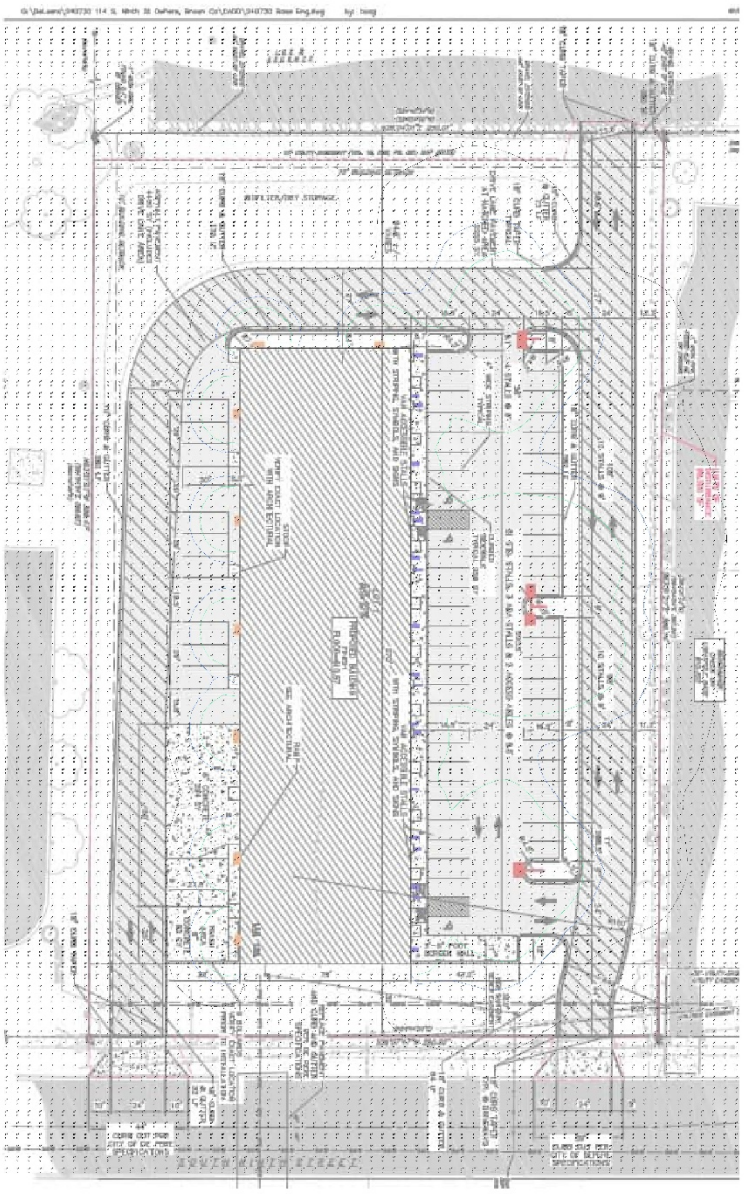
4 NORTH WEST CORNER

<p>A2.2</p>	<p>CONSTRUCTION SET REVISIONS</p>	<p>B.D.A. DREW WILLMANN</p>	<p>PRE-CONTRACT UPDATES</p>
	<p>DESIGNER</p>	<p>MIKE CASIMIRA</p>	
	<p>DRAWN BY</p>		
	<p>DESIGN NO.</p>		
	<p>"COPYRIGHT NOTICE"</p> <p><small>THIS DOCUMENT IS THE PROPERTY OF DCI DELEERS CONSTRUCTION INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DCI DELEERS CONSTRUCTION INC.</small></p>		

9th ST DEVELOPMENT
 114 SOUTH 9TH STREET
 DE PERE, WI 54115







9TH STREET DEVELOPMENT

ES01

DRAWN BY: DJP
 CHECKED BY: JAC
 DATE: 10/15/2014
 PROJECT: 9TH STREET DEVELOPMENT
 SHEET: ES01



EXHIBIT D: MINIMUM ANNUAL PROPERTY TAX PAYMENT SCHEDULE

EXHIBIT D: MINIMUM ANNUAL PROPERTY TAX PAYMENT SCHEDULE				
TID Revenue Year	Base Value Portion of Tax Payment	TIF Increment Portion Tax Payment	Total Annual Tax Payment	Total Annual Tax Payment Rounded
2019	\$0	\$0	\$0	\$0
2020	\$0	\$0	\$0	\$0
2021	\$0	\$0	\$0	\$0
2022	\$0	\$0	\$0	\$0
2023	\$0	\$0	\$0	\$0
2024	\$0	\$0	\$0	\$0
2025	\$0	\$0	\$0	\$0
2026	\$0	\$0	\$0	\$0
2027	\$0	\$0	\$0	\$0
2028	\$11,821	\$53,335	\$65,156	\$65,000
2029	\$11,821	\$53,335	\$65,156	\$65,000
2030	\$11,821	\$53,335	\$65,156	\$65,000
2031	\$11,821	\$53,335	\$65,156	\$65,000
2032	\$11,821	\$53,335	\$65,156	\$65,000
2033	\$11,821	\$53,335	\$65,156	\$65,000
2034	\$11,821	\$53,335	\$65,156	\$65,000
2035	\$11,821	\$53,335	\$65,156	\$65,000
2036	\$11,821	\$53,335	\$65,156	\$65,000
2037	\$11,821	\$53,335	\$65,156	\$65,000
2038	\$11,821	\$53,335	\$65,156	\$65,000

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
[debtor]

1. **GUARANTEE.** For value received, and to induce the City of De Pere (“Lender”) to extend credit to _____, hereinafter “Debtor,” guarantees payment or promises to pay or to cause to be paid to Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, pursuant to the **Development Agreement 26-XX dated Month __, 20XX** (the “Development Agreement”), Tax Increment Financing Incentive and loan extended to Debtor as Developer subject to the Development Agreement, including interest charges and fees provided for in the Development Agreement and any other agreement related to this loan and also including the amount of any payments to Lender or other on behalf of the Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations) and to the extent not prohibited by law, this guarantee or any collateral securing an obligation. Debtor, together with the undersigned, _____, shall be jointly and severally liable for the amount of any Deficit Payment due, as defined in the Development Agreement, plus accrued interest may be collected. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor.

2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

Dated at De Pere, Wisconsin, **this __ day of _____, 20XX.**

NAME/DEBTOR

_____, subscribed and sworn to before
me **this __ day of _____, 20XX.**

Notary Public, _____ County, WI
My commission expires _____



City of De Pere, Wisconsin

9.B

Request for Common Council Action

Meeting Date: May 5, 2026
Department: Parks, Recreation & Forestry
From:
Subject: Resolution #26-34 Authorizing Fourth Amendment to Lease Agreement with Brown County Ice Management, Inc. (De Pere Ice Recreation Center).
Recommendation: Motion to Approve.

A redlined original lease draft with these Fourth Amendment changes is included for illustrative reference only.

Attachments:
Reso26-34, Memo.Ice Rink Agreement Extension, 4th Amendment to Lease - BCIM w Exhibit, Brown County Ice Mgmt Lease-final draft-3-12 (redlined)

RESOLUTION #26-34

AUTHORIZING FOURTH AMENDMENT TO LEASE AGREEMENT WITH
BROWN COUNTY ICE MANAGEMENT, INC.
(De Pere Ice Recreation Center)

WHEREAS, the City and Brown County Ice Management, Inc. are parties to a Lease Agreement, dated April 5, 2012, with amendments thereto dated April 17, 2013, December 29, 2014, and November 27, 2018, and extensions thereto in each of the years 2023-2025 (collectively referred to as the "Lease Agreement"), which provides for use of City owned property and improvements located at 1450 Fort Howard Avenue, known as the De Pere Ice Recreation Center; and

WHEREAS, City and Brown County Ice Management, Inc. wish to amend such Lease Agreement along the terms and conditions more fully set forth in the attached Fourth Amendment to Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc.

WHEREAS, due to time constraints with expiration of the current Lease, this matter has bypassed the Board of Park Commissioners, with approval of the City Manager, and is proceeding directly to the Common Council for review.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the attached Fourth Amendment to Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc., subject to such changes and revisions 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 5th day of
May, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: May 5, 2026

RE: De Pere Ice Arena Lease – Amendment/Extension

Summary: City Staff are requesting the Council consider a one-year extension to the current agreement with Brown County Ice Management for the operation of the De Pere Ice Arena. In addition, we are also requesting to allow for one-year extensions upon mutual agreement.

Background: City Staff have been going through a lengthy process regarding the future of the De Pere Ice Arena. Recently the City decided to keep the Ice Arena running in its current format and to work toward updating/improving the rink. The current format is the City leases out operations to an outside organization, which currently is a company called Brown County Ice Management. Staff is requesting we amend the agreement slightly and offer a one-year extension to Brown County Ice Management with the option of additional one-year extensions upon mutual agreement. This would allow the City the flexibility to continue efforts to improve and update the rink, keep the facility operational, and consider bidding out operations at a future date.

**FOURTH AMENDMENT TO LEASE AGREEMENT BETWEEN THE
CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.**

THIS AMENDMENT is entered into this _____ day of _____, 2026, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and Brown County Ice Management, Inc., a not-for-profit Wisconsin corporation (“Lessee”).

WHEREAS, the City and Lessee are parties to a Lease Agreement dated April 5, 2012, with amendments thereto dated April 17, 2013, December 29, 2014, and November 27, 2018, and extensions thereto dated June 1, 2023, March 19, 2024, and April 28, 2025 (collectively referred to as the “Lease Agreement”), which provides for Lessee’s use of City owned property and improvements located at 1450 Fort Howard Avenue, known as the De Pere Ice Recreation Center; and

WHEREAS, City and Lessee wish to amend the Lease Agreement along the terms and conditions more fully set forth below.

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

1. Paragraph 1.16 is amended and replaced to read as follows:
 - 1.16 **Board of Advisors** means Lessee’s advisory panel made up of one (1) member from the following groups or people:
 - (a) City of De Pere Parks, Recreation and Forestry Department staff representative
 - (b) Board of Parks Commissioners representative
 - (c) Brown County Ice Management, Inc.
 - (d) De Pere Youth Hockey, Incorporated
 - (e) De Pere Deacons Hockey Team Inc.
 - (f) Greater Green Bay Figure Skating Club, Inc.
 - (g) De Pere Voyageur Booster Club Inc.

The Board of Advisors shall meet a minimum of one (1) time per year.

2. Paragraph 2.01 of the Lease Agreement is amended to provide that the lease term shall be extended for a term of 12 months, June 1, 2026 through May 31, 2027.

Thereafter, the Lease Agreement may renew for one (1) year increments upon mutual written agreement by both parties.

3. Paragraph 5.05 is amended and replaced to read as follows:
 - 5.05 During the months of October – February, Lessee shall provide a weekly open skate that is open to the public. Lessee shall offer at least one (1) open skate free of charge to City of De Pere residents. The selection of such free open skate date(s) shall be made in cooperation with the City of De Pere.
4. Paragraph 5.07 is amended and replaced to read as follows:
 - 5.07 Lessee shall set its own schedules, ice rental rates, concession prices and user fees. Ice rental rates shall not be increased on a yearly basis greater than five (5) percent to members of the Board of Advisors without prior approval from the Board of Park Commissioners and Common Council. Ice rental rates shall not be increased on a yearly basis greater than three (3) percent to members of the Board of Advisors without prior notification to the Director of Parks, Recreation and Forestry.
5. Paragraph 5.09 is amended to delete the words “grass cutting” from Paragraph 5.09.
6. Paragraph 5.12 of the Lease Agreement is amended to provide that the Lessee shall provide to the Director of Parks, Recreation and Forestry a seven (7) year capital improvement projection covering the ice facility.
7. Paragraph 5.15, which read as follows, “The Lessee shall ensure that every effort is made to provide teams from the De Pere Youth Hockey Association are provided the ability to host a minimum of 15 home games for each sponsored team, so long as they continue to remain as a core user and member of the Board of Advisors”, is hereby deleted in its entirety.
8. Paragraph 5.17 is created to read:
 - 5.17 The Lessee shall create a documented complaint system which includes the date and nature of the complaints, along with the complaint’s resolution. This documented complaint system shall be included with Lessee’s quarterly financial report to the City.
9. Paragraph 6.04 is amended and replaced to read as follows:
 - 6.04 The City will maintain, trim and be responsible for lawn cutting and maintenance in all areas of the park property, including the Leased Property.
10. Paragraph 7.01 is amended and replaced to read as follows:

7.01 Ice Facility Locker Rooms and Storage Facility. Lessee acknowledges that the existing Ice Facility currently is encumbered by a Lease Agreement dated September 7, 2022 by and between the City and De Pere Deacons Hockey Team Inc. and De Pere Voyageurs Booster Club Inc. A copy of said Lease is attached hereto and incorporated by reference as Exhibit A. City hereby assigns said Lease to Lessee for the term of this Lease Agreement and Lessee consents to such assignment and all terms, conditions, provisions, obligations, requirements and restrictions contained therein.

11. Paragraph 9.04 is amended and replaced to read as follows:

9.04 The City shall develop a sponsorship and advertising plan and present such plan to Lessee for Lessee’s review and approval, whose approval shall not be unreasonably withheld.

12. All other terms, conditions, requirements, and obligations found in the Lease Agreement are incorporated herein by reference and remain unaffected by this Amendment.

BROWN COUNTY ICE MANAGEMENT, INC.

By:

Print Name: _____

Title: _____

Print Name: _____

Title: _____

CITY OF DE PERE

By:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk

Exhibit A

Locker Room and Storage Facility Lease Agreement

**LEASE AGREEMENT BETWEEN CITY OF DE PERE,
DE PERE DEACONS HOCKEY TEAM, INC., AND DE PERE VOYAGEURS BOOSTER
CLUB, INC. FOR LOCKER ROOM AND STORAGE FACILITY**

This Lease Agreement ("Lease") is made and effective September 7, 2022 (the "Effective Date"), by and between the City of De Pere, a Wisconsin municipal corporation ("Lessor") and De Pere Deacons Hockey Team, Inc. ("De Pere Deacons") and De Pere Voyageurs Booster Club, Inc. ("WIAA Booster Club")

WHEREAS, Lessor is the owner and operator of the De Pere Ice Recreation Center ("Center") located at 1450 Ft. Howard Avenue, De Pere, WI 54115; and

WHEREAS, a lease agreement was entered into on December 11, 1995 between Lessor, St. Norbert College, Inc., and the original De Pere Deacons Hockey Team whereby Lessor authorized St. Norbert College and the original De Pere Deacons Hockey Team to construct and maintain ownership of a locker and storage facility adjacent and connected to the Center, a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to the lease agreement between Lessor and the original De Pere Deacons Hockey Team, a locker and storage facility consisting of 5,200 square feet of property immediately adjacent to the east wall of the Center was constructed and co-owned by St. Norbert College and the original De Pere Deacons Hockey team in 1995, as illustrated on Exhibit 1 of Exhibit A attached hereto and shall be referred to as the "Premises;" and

WHEREAS, St. Norbert College and the original De Pere Deacons Hockey Team no longer have an interest in owning or operating the Premises; and

WHEREAS, the WIAA Booster Club and De Pere Deacons ("Co-Lessees") have jointly assumed occupancy and responsibility of the Premises; and

WHEREAS, it is the intention of all parties to terminate the lease agreement dated December 11, 1995 and replace it with this Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **TERM AND RENEWAL TERMS.** The Co-Lessees shall lease the Premises from Lessor commencing on the Effective Date for an initial term of twenty (20) years (the "Initial Term"), subject to the terms and conditions of this Lease. This Lease shall automatically renew for consecutive ten (10) year renewal terms subject to one (1) year written notice of intent to terminate this Lease given by Lessor to both Co-Lessees at any time during any lease term other than the Initial Term, or given by both Co-Lessees to Lessor at any time after the Effective Date.
2. **RENT.** Co-Lessees shall pay rent to Lessor in the sum of one dollar (\$1.00) per year during the Initial Term and each Renewal Term. Said amount shall be due and payable

on or before the Effective Date, and thereafter, on January 1st of each year during the Initial Term and each Renewal Term of the Lease. However, Co-Lessees shall have the right to prepay the entire amount for the Initial Term and each Renewal Term at the commencement thereof.

3. **EXCLUSIVE USE/RIGHT OF ENTRY.** Co-Lessees shall have the exclusive right to utilize and improve the Premises for Co-Lessees' private use in accordance with the terms and conditions of the Lease. Lessor shall have the right to enter the Premises at any time to ensure that Co-Lessees' use and occupancy of the Premises is in compliance with the terms of the Lease.
4. **IMPROVEMENTS.** Co-Lessees shall not make any structural improvements to the Premises unless the plans are first approved in writing by Lessor, which such approval may be subject to conditions but shall not be unreasonably withheld. Co-Lessees shall obtain any required permits and/or approvals from the building inspection department before making any structural improvements to the Premises.
5. **OWNERSHIP AND RESPONSIBILITY.**
 - a. **Personal Property and Fixtures.** Co-Lessees may place personal property and fixtures within the Premises in any manner so as to reasonably accommodate the purpose or use of the Premises as a locker room or storage facility.
 - b. **Right to Sublet.** Co-Lessees shall have the right to sublet the Premises back to Lessor or to third parties upon the prior written approval of Lessor which such approval may not be unreasonably withheld.
 - c. **General Liability Insurance Required.** Each Co-Lessee shall maintain a policy of 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 \$5,000,000.
 - d. **Improvements and Personal Property Insurance.** Co-Lessees shall be jointly and severally responsible for and shall maintain adequate property insurance on the Premises.
 - e. **Utilities.** Co-Lessees shall be jointly and severally responsible for any and all utility costs associated with the Premises, including but not limited to water, electricity, sanitary sewer, storm sewer and natural gas.
 - f. **Maintenance.** Co-Lessees shall be jointly and severally responsible for any and all costs required to keep the Premises in full compliance with all relevant state, federal and local codes applicable to the Premises.
6. **HOLD HARMLESS.** Co-Lessees hereby agree to indemnify, defend and hold harmless Lessor, 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 whatever kind or nature in any manner

which relate to either, or both of the Co-Lessees' use of the Premises and which are directly or indirectly caused, occasioned or contributed in whole or in part or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of Co-Lessees or anyone acting under their direction or control or on their behalf, even if liability is also sought to be imposed on Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless Lessor, 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 Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Co-Lessees shall reimburse Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers for any and all legal expenses and costs incurred by each of them in connection with the enforcement of the indemnification obligations set forth herein.

In the event that Co-Lessees employ other persons, firms, corporations or entities ("Sub-contractor") as part of work covered by the Lease, it shall be Co-Lessees' responsibility to require and confirm that each Sub-contractor has liability insurance satisfactory to Lessor or, in the alternative each Sub-contractor shall enter into an indemnity agreement in favor of Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

7. RESTRICTIONS ON USE.

- a. **Hours of Use.** Access to the Premises will be limited to Center operating hours except that Co-Lessees may have access to the Premises at hours other than operating hours of the Center for the limited purpose of returning equipment, providing maintenance or, with Lessor's prior written consent, which consent shall not be unreasonably withheld, attending to Co-Lessees' other obligations set forth herein.
- b. **Use of the Premises.** The Premises shall be subject to the exclusive use and control of Co-Lessees. While the principal purpose of the Premises is to provide private locker room and storage facilities, it is understood that Co-Lessees may also use the Premises for academic activities, clinics, camp events, etc.
- c. **Conduct on Premises.** Co-Lessees shall impose and enforce rules substantially similar to those of the Center for all users of the Premises. In the event that activities on the Premises interfere with the public use of the Center, the Center's Manager and/or their designee, may take any action reasonably necessary to provide for orderly public use of the Center, including requiring all users of the Premises to temporarily leave the Premises and/or Center. Repeated violations of this Section shall constitute default of this Lease.

8. **SIGNS.** Co-Lessees shall not place or erect any signs on the outside of the Premises without the prior consent of Lessor which such consent shall not be unreasonably

withheld. The size, text, design and location of any sign shall be subject to written pre-approval by Lessor. Signs may be placed on the inside of the Premises provide the signs are not permanent fixtures.

9. **ASSIGNMENT.** Unless authorized and agreed upon in writing by all parties, which such authorization and agreement shall not be unreasonably withheld, neither of the Co-Lessees may assign or otherwise transfer any right or privilege conferred by this Lease.
10. **CONTINUED USE OF THE CENTER.** Nothing in this Lease shall require Lessor to continue to utilize the Center as an ice recreation facility if it is determined by Lessor that such use is contrary to the public interest. Notwithstanding the foregoing, in the event that Lessor elects to permanently discontinue use of the Center as an ice recreation facility or discontinue use of the same for a period of time in excess of 12 months, this Lease may be terminated by written notice given by both Co-Lessees to Lessor.
11. **BREACH AND RIGHT TO CURE.** In the event that Co-Lessees, or either of them, fails to perform under the terms or conditions of this Lease, Lessor shall give Co-Lessees sixty (60) days written notice of the event of default, during which time Co-Lessees have the right to cure the default. Lessor may terminate this Lease if, after said cure period expires Co-Lessees fail to cure the default.
12. **EFFECT OF TERMINATION.**
 - a. **Termination of One Co-Lessee.** In the event that this Lease is terminated in regard to one Co-Lessee by mutual agreement of the parties, or for any other reason whatsoever, the other Co-Lessee may request, in writing to Lessor, to continue this Lease under its current terms. In such case, this Lease shall continue upon satisfactory proof to Lessor that all provisions of this Lease are complied with by the remaining Lessee. This Lease shall thereupon continue until it is terminated pursuant to the terms of this Lease.
 - b. **Disposition of Personal Property and Fixtures.** Upon termination of this Lease, Lessor shall have the option of accepting ownership of the Co-Lessee's personal property and fixtures which remain on the Premises or requiring its removal at Co-Lessee's cost.
 - c. **Ownership of the Premises Upon Termination.** Upon termination of this Lease, Lessor shall have the option of accepting ownership of the Premises or requiring its removal at Co-Lessee's cost. In the event Lessor determines to take ownership of the Premises, Lessor may require Co-Lessee to take any and all steps reasonably necessary to bring the Premises into compliance with the terms and conditions of this Lease at Co-Lessee's cost or may make such repairs and/or perform required maintenance at Co-Lessee's cost.
13. **JOINT AND SEVERAL RESPONSIBILITY OF CO-LESSEES.** Except as otherwise specifically provided, the Co-Lessees shall be jointly and severally liable for performance of and compliance with all terms and conditions of this Lease. Such joint

and several liability shall exist in favor of Lessor to compel compliance with the terms of this Lease by either or all Co-Lessees in regard to the provisions of this Lease, regardless of exclusivity of use.

14. **NOTICE.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor:

City of De Pere
Attn: Director of Parks,
Recreation & Forestry
925 S. Sixth Street
De Pere, WI 54115

If To Co-Lessees:

De Pere Deacons
Attn: David Lepp
14908 Argonne Dr.
Green Bay, WI 54304

and

WIAA Booster Club
a.k.a De Pere Voyageurs Booster Club
Attn. Board President
PO Box 5163
De Pere, WI 54115

15. **WAIVER.** No waiver of any default of Lessor or either or both of Co-Lessees hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or either or both Co-Lessees shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
16. **MEMORANDUM OF LEASE.** The parties hereto contemplate that this Lease should not be filed for record, but in lieu thereof, at the request of Lessor or either or both Co-Lessees, the parties shall execute a memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.
17. **SUCCESSORS.** The provisions of this Lease shall extend to and be binding upon Lessor and Co-Lessees, and their successors and assigns.
18. **FINAL AGREEMENT.** This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by further writing that is duly executed by all parties.


19. GOVERNING LAW. This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written:

CITY OF DE PERE

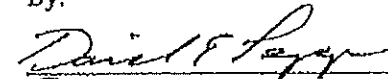
By:


James G. Boyd, Mayor


Carey E. Dajen, City Clerk

DE PERE DEACONS

By:


DAVID E. LEPT PRES.

WIAA BOOSTER CLUB
A.K.A. DE PERE VOYAGEURS
BOOSTER CLUB

By:


Andrew Bartelt, President

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 11th day of December, 1995 by and between the City of De Pere, a Wisconsin municipal corporation ("Lessor") and St. Norbert College, Inc. a Wisconsin corporation, and De Pere Deacons Hockey Team. St. Norbert College, Inc. and De Pere Deacons Hockey Team shall be collectively referred to as "Lessee" where the responsibility and liability for compliance with the terms and conditions of this lease are joint and several. Where the responsibility and liability of St. Norbert College, Inc. or the De Pere Deacons Hockey Team are independent of the other tenant, the party shall be referred to as "co-tenant".

RECITALS

WHEREAS, Lessor owns and operates the De Pere Ice Recreation Center (hereinafter "Center"); and

WHEREAS, Lessee is a significant user of the Center; and

WHEREAS, over the years, the use of the public locker facility supplied by Lessor and used by Lessee has been inconvenient for both Lessor and Lessee; and

WHEREAS, Lessee has approached Lessor requesting permission to construct a locker facility for Lessee's sole use adjacent and connected to the Center; and

WHEREAS, Lessor sees public benefit to permitting the construction of a private facility by Lessee to be used in conjunction with the Center and is therefore amenable to permit such construction under the terms and conditions of this Agreement;

Miscellaneous

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Lessor does hereby lease to Lessee and Lessee hereby agrees to occupy the premises described hereunder under the following terms and conditions:

I. PREMISES. The leased premises shall consist of 5,200 square feet of property immediately adjacent to the east wall of the Center, which Center is located at 1450 Ft. Howard Avenue. Such property is illustrated and designated "Premises" on Exhibit 1 attached hereto and is hereinafter referred to as the "Premises".

II. TERM. This lease shall commence June 30, 1995 and shall run for twenty (20) years, subject to the terms and conditions of this Agreement. The lease shall automatically renew for consecutive ten (10) year terms subject to a one (1) year written notice of intent to terminate the Agreement given at any time during any lease period other than the initial period.

III. RENT. Lessee shall pay rent to Lessor in the sum of One (\$1.00) Dollar per year. Said amount shall be due and payable on or before June 20 of each year during the term of the lease. However, Lessee shall have the right to prepay the entire amount for the term.

IV. EXCLUSIVE USE/RIGHT OF ENTRY. Lessee shall have the exclusive right to utilize and improve the Premises for Lessee's private use in accordance with the terms and conditions of this Agreement. Lessor shall have the right to enter the Premises at any time to ensure that Lessee's use is in compliance with the covenants of this Agreement.

V. LEASEHOLD IMPROVEMENTS. It is the underlying intent of this Agreement to permit Lessee to construct upon real property owned by Lessor (Premises) locker room and storage facilities for the exclusive use of Lessee ("Improvements").

(a) Construction Specifications. To ensure compatibility of the Improvements with the Center, no Improvements shall be constructed unless the plans are first approved by Lessor's Department of Public Works and Ice Facilities Management Committee. Such approval will not be unreasonably withheld, but may be subject to conditions. Construction shall be in substantial compliance with Exhibits 1, 2, and 3 annexed hereto.

(b) Responsibility for Construction Specifications Compliance. Lessee shall be entirely responsible to see to it that all construction is in accordance with all state, local, and federal regulations pertaining to the type of construction contemplated by this Agreement. Lessee shall coordinate construction activities with Lessor so as to minimize disruption of Center operations and the construction schedule shall be subject to the approval of the Center Manager.

(c) Hold Harmless. Lessee shall save and hold harmless Lessor for any and all causes of action, administrative proceedings, claims, suits, or other claims or proceedings of any nature whatsoever as a result or consequence of any of the following:

1. Bodily injury or property loss or damage to any officer, agent, employee or invitee of the City, officer, agent, employee or invitee of Lessee, or third party, occasioned as a result of construction activities contemplated hereunder or in any manner as a result of Lessee's exercise of the rights and/or obligations under this Lease Agreement, including, specifically, the use and operation of the Improvements;

2. Any violation of any state, federal, or local building code or any other regulation whatsoever pertaining to construction requirements for the Improvements; or

3. Any claim or allegation that Lessor or Lessee have acted in violation of any state or federal law pertaining to contracting procedures and compensation.

This hold harmless agreement is meant to apply to the fullest extent of the law and is to include the cost of attorney fees and any other cost reasonably incurred in the defense of any such claim, action, proceeding, etc.

VI. OWNERSHIP/MAINTENANCE RESPONSIBILITIES IN REGARD TO IMPROVEMENTS. (a) During the term of the lease and any renewals thereof, ownership of the Improvements shall be that of Lessee.

1. Personal Property and Fixtures. Lessee may place personal property and fixtures within the leased premises in any manner so as to reasonably accommodate the purpose or use of the Premises and Improvements thereon as a locker room or storage facility.

2. Right to Sublet. Each co-tenant shall have the right to sublet the Premises and use of the Improvements back to Lessor or to third parties upon the approval of Lessor.

3. General Liability Insurance Required. Lessee shall maintain a policy of General Liability Insurance in an amount not less than One Million Dollars per occurrence which shall be at all times during the term of this lease applicable to the Premises.

4. Improvements and Personal Property/Insurance. Lessee shall be solely responsible for and shall maintain adequate property insurance on the Improvements and all fixtures and personal property therein.

(b) Utilities. The construction specifications for the Improvements shall require separate meters to be installed for all utilities servicing the Improvements. Lessee shall be and remain responsible for any and all costs of the provision of water, electricity, sanitary sewer, storm sewer (if any), natural gas, or any other utilities whatsoever required and utilized by Lessee as a consequence of use of the Improvements.

(c) St. Norbert Game Credit. It is recognized that due to the construction of the Improvements, Lessee will not require the use of the Center's locker facilities. It is further acknowledged that the absence of Lessee from the locker room facilities before and after St. Norbert hockey games will enable Lessor to rent additional ice time before and after such games. In consideration of the foregoing, Lessor shall credit Lessee 25% of the total cost of ice rental for St. Norbert home hockey games scheduled in four hour blocks between the hours of 6:00 p.m. and 11:00 p.m.

(d) Maintenance. Lessee shall be responsible for any and all costs required to keep the leased premises in full compliance with all relevant state, federal, and local codes applicable to the Premises. Each co-tenant shall be responsible for normal daily maintenance as necessary to keep the Premises and Improvements under their exclusive control in good repair (including interior painting) and in a clean, sanitary, and safe condition, free and clear of refuse or debris in the portion of the Premises and Improvements under their exclusive control. Lessee shall promptly and in a workerlike manner perform all other repairs or maintenance of all components of the Improvements, including, without limitation, electrical, heating, plumbing, or structural systems (including exterior painting, roofing, siding, etc.). Lessee's duty to

repair the Premises shall apply regardless of the source of damage. Lessee may contract with Lessor for the provision of maintenance services under this paragraph and Lessee shall coordinate any major maintenance/repair activities with the Manager of the Center. Lessor shall have the authority to make repairs or provide maintenance as required in this Section and to tax the reasonable cost thereof as rent to Lessee, such costs to be due thirty (30) days after delivery of the invoice of the actual cost of repair or maintenance, where, in the reasonable discretion of the Manager of the Center:

1. The repair or maintenance activity is of such a nature that property damage to the Center or significant damage to the Improvements or their contents is reasonably likely or occurring, or that the condition to be repaired or maintained creates a reasonable possibility of harm to people utilizing the Center or Improvements; or
2. The Improvements have fallen below the requirements of this paragraph, in which case the Manager shall provide Lessee with notice of the required repair or maintenance, granting Lessee a reasonable time under the circumstances to make such repair or perform such maintenance activity before proceeding to perform such repair or maintenance.

VII. DAMAGE OR DESTRUCTION OF PROPERTY. Lessee shall hold Lessor harmless from any and all damage or destruction of the Improvements or personal property or fixtures located therein unless such damage can be shown to be the result of the intentional conduct of the officers or agents of Lessor. Lessee shall have the affirmative duty not to suffer or permit any conduct which would result in damage to or waste of the Improvements.

VIII. RESTRICTIONS ON USE. (a) Hours of Use. Access to the Premises will be limited to Center operating hours except that Lessee may have access to the Premises at hours other than operating hours of the Center for the limited purpose of returning equipment or providing maintenance. Each co-tenant shall be responsible to see to it that in the event the Premises are entered by a co-tenant or its members, officers, agents, or invitees during hours other than normal operational hours of the Center, such officers or agents of Lessee shall not enter or remain on the property of the Center.

(b) Use of the Premises. The Premises and Improvements thereon shall be subject to the exclusive use and control of Lessee. Each co-tenant shall maintain separate areas within the Premises subject to the exclusive use of one of the co-tenants. While the principal purpose of this lease is to provide Lessee with private locker room and storage facilities, it is understood that Lessee may use the Premises and Improvements thereon for academic activities, clinics, camp events, etc.

(c) Conduct on Premises. Each co-tenant shall impose and enforce rules substantially similar to those of the Center for all users of the Premises. In the event that activities on the Premises interfere with the public use of the Center, the Center's Manager and/or his designee may take any action reasonably necessary to provide for the orderly public use of the Center, including requiring all users of the Premises to leave the Premises and/or Center. Repeated violation of this section shall constitute default of this Agreement.

IX. SIGNS. Lessee shall not place or erect any signs on the inside or outside of the Premises without the prior consent of Lessor. The size, text, design, and location of any sign shall be subject to pre-approval by Lessor.

X. ASSIGNMENT. Except as expressly provided herein, Lessee may not assign or otherwise transfer any right or privilege conferred by this agreement. Lessee shall not encumber any portion of the Improvements without the written permission of Lessor.

XI. CONTINUED USE OF CENTER. Nothing in this Agreement shall require Lessor to continue to utilize the Center as an Ice Recreation Facility if it is determined by the Common Council of Lessor that such use is contrary to the public interest.

XII. BREACH OF LEASE. (a) Breach and Right to Cure. In the event that Lessee fails to perform under the terms or conditions of this lease, Lessor shall give sixty (60) days written notice of the event of default, during which time Lessee shall cure the default. Good faith efforts by Lessee shall constitute compliance. Lessor may terminate this Agreement if Lessee fails to cure a second written notice to Lessee. The second written notice shall require only fifteen (15) days to cure default.

(b) Violation of Certain Lease Terms. Notwithstanding the foregoing paragraph, each of the co-tenants is to be responsible for compliance with Section VI, paragraph (b), in regard to maintenance of that portion of the Premises and Improvements under their control and for compliance with any and all rules established under and requirements provided in Section VIII of this Agreement. If either co-tenant repeatedly violates the above mentioned contractual provisions, Lessor may provide that co-tenant with written notice of the failure/violation

and in such notice may provide that any other such failure or violation within sixty (60) days of such notice will result in termination of this lease.

XIII. EFFECT OF TERMINATION. (a) Termination of one co-tenant. In the event that this Agreement is terminated in regard to one co-tenant as provided in Section XII, paragraph (b), above, or by mutual agreement, the other co-tenant may request to continue the lease under its current terms. In such case, the lease shall continue upon satisfactory proof to Lessor that all provisions of this Agreement, including, specifically, insurance coverages, are complied with. The lease shall thereupon continue until it is breached as provided in Section XII or until notice is given as provided in Section II.

(b) Termination During Initial Term Due to Change in Use. If the public interest requires Lessor to discontinue use of the Center as an ice recreation facility as provided in Section XI of this Agreement, Lessor shall pay Lessee the fair market value of the Improvements. The fair market value shall be determined by taking the mean value determined by three (3) appraisers licensed in the State of Wisconsin, one of whom will be chosen by Lessee, one of whom will be chosen by Lessor, and last of which one will be selected by joint agreement of the parties. Each party shall bear the cost of the appraisal of the appraiser of their choice and the cost of the third appraiser shall be split. The appraisal shall take into consideration depreciation and the useful life of the Improvements, but shall not consider the value of the Premises. Payment of the amount so determined will be made to Lessee within ninety (90) days of either the determination of the amount or the vacation of the Premises by Lessee. A portion of such payment may be

withheld to bring the Improvements into compliance with Section VI, paragraph (d), of this Agreement.

(c) Disposition of Personal Property and Fixtures. Upon termination of this lease for whatever reason, Lessee may remove all fixtures and personal property placed within the Improvements (except those fixtures necessary for utility or sanitary services).

(d) Ownership of Improvements Upon Termination of Lease. Upon termination of this lease, Lessor shall have the option of accepting ownership of the Improvements or requiring their removal at Lessee's cost. In the event that Lessor determines to take ownership of the Improvements, Lessor may require Lessee to take any and all steps necessary to bring the Improvements into compliance with Section VI, paragraph (b), of this Agreement at Lessee's cost or may make such repairs and/or required maintenance at Lessee's cost.

XIV. JOINT AND SEVERAL RESPONSIBILITY OF LESSEE. Except as otherwise specifically provided by this lease, the parties shall be jointly and severally liable for performance of, and compliance with, any and all provisions of this Agreement. Such joint and several liability shall exist in favor of Lessor to compel compliance with the terms of this Agreement by either or both co-tenants in regard to all provisions of this Agreement, regardless of exclusivity of use, unless this Agreement specifically states that responsibility for a specific provision is the responsibility of each co-tenant. Payment by Lessor of any credit or refund of any overpayment to one of the co-tenants shall be deemed payment to both co-tenants.

XV. MISCELLANEOUS. (a) Effect of Waiver. A waiver of any term or condition of this lease by either party shall not be constituted as a waiver of any subsequent breach or covenant or condition, and the

consent or approval by either party to an act of the other requiring consent or approval shall not be deemed to waive or render unnecessary the other's consent or approval to or of any similar subsequent act.

(b) Law Applicable. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

XVI. NOTICES. Notices, where required in this Agreement, shall be given to the following addressees and shall be deemed received upon date mailed by certified mail:

If to Lessee:

With a Copy to:

If to City:

Ice Recreation Facility Manager
1450 Ft. Howard Avenue
P. O. Box 181
De Pere, WI 54115

With a Copy to:

City Attorney
335 South Broadway
De Pere, WI 54115

XVII. ENTIRE AGREEMENT. This Agreement is meant and intended to be the entire agreement between the parties.

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

Victor F. De Gleene
~~NancyxxxxxMuskam~~, Mayor
Victor F. De Gleene

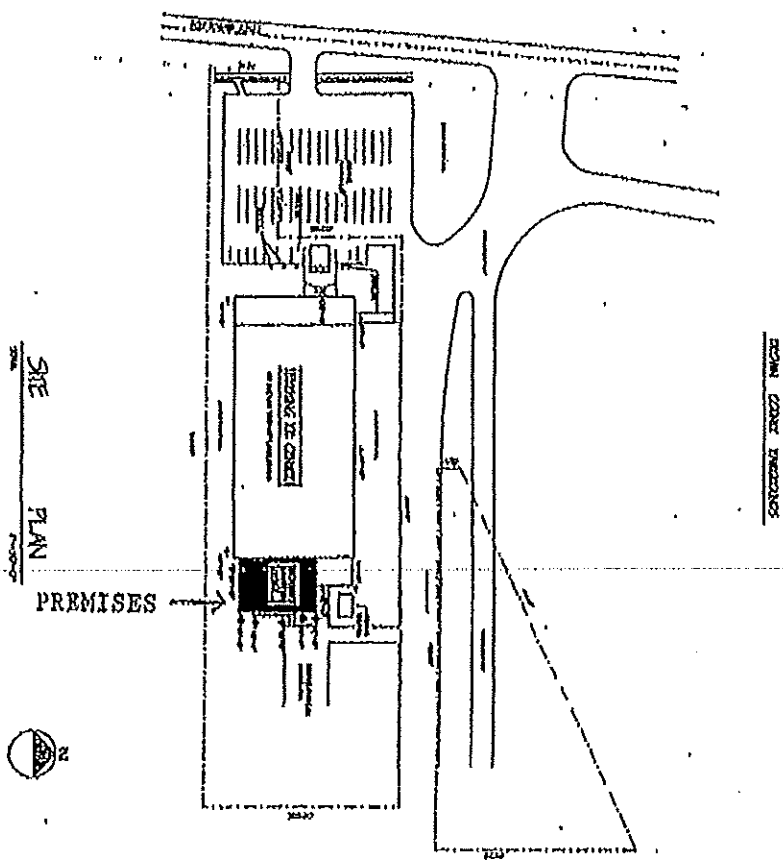
David G. Minten
David G. Minten, Clerk-Treasurer

ST. NORBERT COLLEGE, INC.

Valerian C. Janni

DE PERE DEACONS HOCKEY TEAM

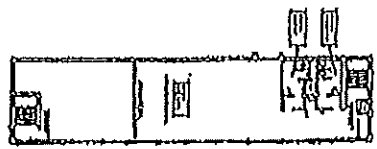
Carl H. Magnus



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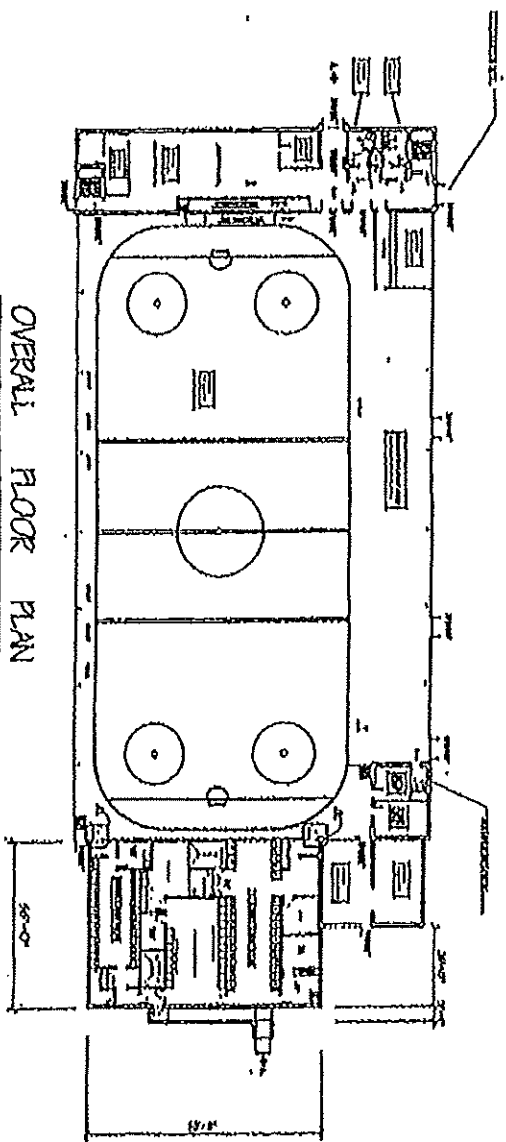
Exhibit A
EXHIBIT 1

MEZZ. LEVEL PLAN

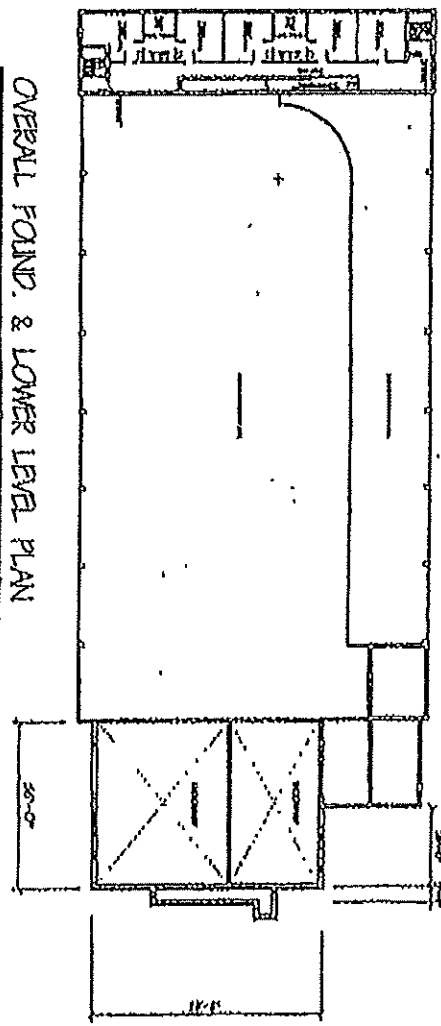


GENERAL NOTES

OVERALL FLOOR PLAN



OVERALL FOUND. & LOWER LEVEL PLAN



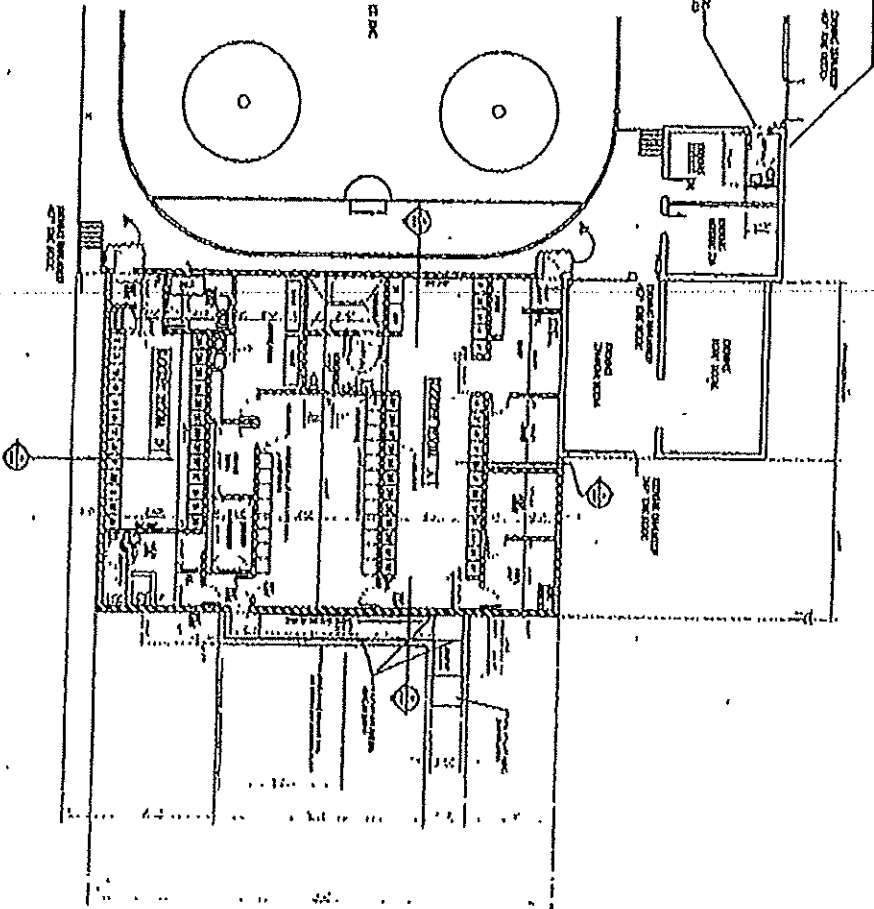
A 2	DE PERE ICE CENTER 12 HIR.	RECORD LOCATE ROOM HEIGHT FOR SET EXHIBIT A
		12 HIR.

EXHIBIT 2

- GENERAL NOTES**
1. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.
 2. FINISH FLOOR TO BE 4" THICK CONCRETE ON 4" SAND.
 3. ALL WALLS TO BE 8" THICK UNLESS OTHERWISE NOTED.
 4. ALL CEILING TO BE 8' UNLESS OTHERWISE NOTED.
 5. ROOF TO BE 4" THICK CONCRETE ON 4" SAND.
 6. FLOOR FINISH TO BE 4" THICK CONCRETE ON 4" SAND.
 7. ALL INTERIORS TO BE 1/2" GYP BOARD ON 2" X 4" JOISTS.
 8. ALL EXTERIORS TO BE 1/2" GYP BOARD ON 2" X 4" JOISTS.
 9. ALL EXTERIORS TO BE 1/2" GYP BOARD ON 2" X 4" JOISTS.
 10. ALL EXTERIORS TO BE 1/2" GYP BOARD ON 2" X 4" JOISTS.
 11. ALL EXTERIORS TO BE 1/2" GYP BOARD ON 2" X 4" JOISTS.
 12. ALL EXTERIORS TO BE 1/2" GYP BOARD ON 2" X 4" JOISTS.
 13. ALL EXTERIORS TO BE 1/2" GYP BOARD ON 2" X 4" JOISTS.
 14. ALL EXTERIORS TO BE 1/2" GYP BOARD ON 2" X 4" JOISTS.
 15. ALL EXTERIORS TO BE 1/2" GYP BOARD ON 2" X 4" JOISTS.
 16. ALL EXTERIORS TO BE 1/2" GYP BOARD ON 2" X 4" JOISTS.
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 18. ALL EXTERIORS TO BE 1/2" GYP BOARD ON 2" X 4" JOISTS.
 19. ALL EXTERIORS TO BE 1/2" GYP BOARD ON 2" X 4" JOISTS.
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GENERAL NOTES

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PERIM FLOOR PLAN

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EXHIBIT 3

**LEASE AGREEMENT BETWEEN THE CITY OF DE PERE
AND
BROWN COUNTY ICE MANAGEMENT, INC.
(De Pere Ice Recreation Center)**

This Lease Agreement (“Agreement”) is made by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and Brown County Ice Management, Inc., a not-for-profit Wisconsin corporation (“Lessee”).

WHEREAS, the City owns certain property and improvements located at 1450 Fort Howard Avenue, De Pere, Wisconsin, known as the De Pere Ice Recreation Center; and

WHEREAS, the City desires to lease the premises to Lessee in the manner and upon the terms, conditions, obligations and understandings set forth below; and

WHEREAS, the Common Council of the City has found that it is in the best interest of the City and in the furtherance of the health, welfare and safety of the community and its residents and guests to maintain this park land in such a manner as proposed by the Agreement.

NOW THEREFORE, in consideration of the promises and other obligations set forth herein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed and promised, by and between the City and Lessee as follows:

LEASE PROVISIONS

1. DEFINITIONS

- 1.01 **Board of Park Commissioners** means the City Board of Park Commissioners operating under Wis. Stats. §27.06.
- 1.02 **City** means the City of De Pere, a Wisconsin municipal corporation whose principal place of business is 335 South Broadway Street, De Pere, Wisconsin 54115. The term City is interchangeable with De Pere Common Council.
- 1.03 **Designated Capital Improvement Fund** means a designated reserve fund established by City for Major Capital Improvements at the De Pere Ice Recreation Center.
- 1.04 **Existing Locker Room Lease** means Exhibit A.
- 1.05 **Exterior Alterations** means, but is not limited to, each and every act which significantly changes the physical appearance or nature of the land, buildings, structures or improvements thereon, such as, but not limited to any modification to the size and shape of a structure or building and/or construction of a new structure as a building.

- 1.06 **Ice Facility** means the De Pere Ice Recreation Center located at 1450 Fort Howard Avenue, De Pere, Wisconsin 54115.
- 1.07 **Lease Term** means 5 years commencing on June 2, 2012. The Lease may be extended for additional five (5) year term upon mutual written agreement.
- 1.08 **Leased Property** means the Ice Facility together with a four foot perimeter around the building and including entry walks in to the Ice Facility. A map of the Leased Property is attached as Exhibit B.
- 1.09 **Lessee** means Brown County Ice Management, Inc. a Wisconsin not-for-profit corporation whose principal place of business is 1640 Fernando Drive, De Pere, Wisconsin 54115.
- 1.10 **Management Fee** means money paid by Lessee on a yearly basis to the City for use of the Ice Facility. The Management Fee formula for payment to the City is:
 (a) 50% of Net Income up to \$100,000 (i.e. Net Income = \$50,000, City fee is \$25,000; Net Income = \$100,000, City fee is \$50,000); plus
 (b) 20% of Net income between \$100,001 - \$150,000[i.e. Net Income = \$150,000, then (\$100,000 x 50%) + (\$50,000 x 20%) = \$60,000].
- Net Income realized over \$150,000 per year shall not be subject to cost share with City.
- 1.11 **Major Capital Improvements** means Ice Facility improvements, repairs or capital items costing \$10,000 or more.
- 1.12 **Minor Capital Improvements** means Ice Facility improvements, repairs, or capital items costing less than \$10,000.
- 1.13 **Net Income** means gross income less employee wages and benefits, operation and maintenance expenses, insurance payments, and Minor Capital Improvement expenses. Net Income does not include concession proceeds.
- 1.14 **Parking Lot** means the improved parking lot off of Fort Howard Avenue adjacent to the Ice Facility.
- 1.15 **Recreational Activity** means indoor activity undertaken for the purpose of exercise, relaxation, or pleasure, including, practice or instruction of any such activity.
- 1.16 **Board of Advisors** means Lessee's advisory panel made up of one (1) member from the following groups or people:
 (a) City of De Pere Parks, Recreation and Forestry department staff representative
 (b) Board of Park Commissioners representative
 (b)(c) Brown County Ice Management, Inc.

~~(d) St. Norbert College Hockey~~ De Pere Youth Hockey, Incorporated
~~(e) De Pere Deacons Hockey Team Inc.~~
~~(e)(f) Greater Green Bay Figure Skating Club, Inc.~~
~~(d)(g) WIAA De Pere Voyageur~~ Booster Club Inc.s Hockey Team
Core Users of the Ice Facility as determined by the previous year rental hours

The Board of Advisors shall meet a minimum of one (1) time per year.
~~(e) Rink Management~~

- 1.17 **Core Users** means any user group renting 100 hours or more in a year of ice time at the Ice Facility. The parties agree that the 100 hour threshold for Core User determination shall be reevaluated after a period of two (2) years of this Agreement.

2. TERM OF LEASE

- 2.01 The term of this Lease is extended for a term of 12 months, June 1, 2026 through May 31, 2027. Thereafter, the Lease Agreement may renew for one (1) year increments upon mutual written agreement by both parties. ~~five (5) years, commencing on June 2, 2012 and ending on May 31, 2017. Thereafter, the agreement may renew in five (5) year increments upon mutual written agreement by both parties. Any party may terminate the Lease by giving a minimum 12 month notice of termination prior to any renewal period.~~
- 2.02 Lessee shall pay City a Management Fee on a yearly basis as and for rent of the Ice Facility. Such payment shall be made by January 31 for the preceding year. The management fee shall be deposited into the Designated Capital Improvement Fund for the purpose of future maintenance and improvements to the Ice Facility. Should the situation arise where the agreement is terminated before its schedule expiration date or the lease has reached its expiration date of June 2, the Lessee shall pay the Management Fee within 30 days of when the lease terminates.

3. USE OF PROPERTY AND BUILDINGS

- 3.01 Lessee has the exclusive right to occupy the Ice Facility for the purposes of operating and maintaining the Ice Facility.
- 3.02 Except as otherwise specifically identified below, Lessee is solely responsible for all costs arising from and/or pertaining to the maintenance and operation of the Ice Facility.

- 3.03 Lessee shall use the Ice Facility in a manner consistent with this Agreement, City and State laws, ordinances and regulations, and all other City public park land policies, written or by custom. If the Lessee seeks to use the Ice Facility for anything other than the usual and customary operation of the Ice Facility, Lessee shall obtain prior written consent of the Board of Park Commissioners. Usual and customary operation includes all activities that utilize the ice surface, such as shows, tournaments and other ice related events.
- 3.04 The Lessee may sublease parts of the building (ie. Pro shop, private food vendor, etc.) to any group who has representation on the Board of Advisors. The Lessee may also sublease parts of the Ice Facility building to any other person, group or entity with prior written authorization from the Board of Park Commissioners.
- 3.05 The sale and consumption of alcohol beverages are permitted on the Leased Property with proper licensure from the City. No alcohol beverages will be sold or consumed during events which are mainly youth orientated. No carry in alcohol beverages shall be permitted.

4. MAINTENANCE, REPAIRS AND RESTORATION

- 4.01 The Lessee shall, throughout the term of the Agreement, be responsible to keep the Ice Facility in good condition and repair. All Minor Capital Improvements and repair, construction, reconstruction and maintenance shall be paid for solely by Lessee without any expense to the City.
- 4.02 The Lessee shall have a documented maintenance plan for HVAC, refrigeration system, dehumidification system and ice resurfacer.
- 4.03 The Lessee shall keep record of maintenance of all HVAC, refrigeration system, dehumidification system and ice resurfacer.
- 4.04 Major Capital Improvements which are required due to the negligence of Lessee, Lessee's employees or agents to adequately maintain Ice Facility equipment shall not be the responsibility of the City.
- 4.05 Major Capital Improvements and repair of construction, reconstruction, and maintenance other than those covered under paragraph 4.04, shall be paid for solely by City without any expense therefore to Lessee. All such Major Capital Improvements are subject to approval by the De Pere Common Council.
- 4.06 The Lessee shall make no Exterior Alterations, additions, repairs, permanent decorations, restoration or other improvements or modifications of whatsoever kind or nature except as approved in writing by the De Pere Common Council. All

Exterior Alterations or modifications approved by City shall comply with the City's site plan review and building permit process.

- 4.07 Lessee may make interior alterations to the site without prior permission from the Board of Park Commissioners. Examples of interior modifications include, but not limited to, items such as replacement of carpet and/or flooring, painting of walls, replacing of bathroom fixtures, new décor or other alterations that will enhance the use of the Ice Facility.
- 4.08 Any construction or modifications by Lessee permitted by the City and/or Board of Park Commissioners shall be solely in furtherance of the use of the Ice Facility for the purpose of this Agreement and shall become the property of the City upon completion.

5. LESSEE'S RESPONSIBILITIES

- 5.01 The Lessee shall develop, operate and maintain the Ice Facility and operations related thereto primarily as a family ice facility. In doing so, Lessee shall undertake scheduling sports functions, establishing rules and procedures as necessary for use of the facility, including selling advertising which is appropriate for a family orientated facility, and where appropriate, subleasing space for related retail or service use. Lessee shall also clean and maintain facility in accordance with all health and safety regulations and to a degree the users of the Ice Facility find acceptable.
- 5.02 Such operation shall be performed in a fiscally responsible manner. To that end, Lessee shall yearly, or more frequently upon request, provide City full and complete access to its accounts, ledgers, budgets, and all other financial documentation pertaining to the Ice Facility. Failure to operate the Ice Facility in a fiscally responsible manner could be considered a default hereunder.
- 5.03 Lessee shall provide quarterly and year-end financial reports to the City using General Accepted Accounting Principles (GAAP).
- 5.04 Lessee shall provide reasonable public access at reasonable hours for public skating opportunities.
- 5.05 ~~Lessee shall provide City at no cost, a two (2) hour block of time on an annual basis for hosting a City-wide special event. The parties agree to meet on a yearly basis to discuss a mutually agreeable time to schedule the special event. The parties shall strive to schedule the event on a date and time which is reasonably expected to draw a large segment of the De Pere population to the event. During the months of October – February, Lessee shall provide a weekly open skate that is open to the public. Lessee shall offer at least one (1) open skate free of charge to City of De Pere residents. The~~

selection of such free open skate date(s) shall be made in cooperation with the City of De Pere.

5.06 The Lessee shall provide a concession area within the Ice Facility which complies with all City and State regulations. Revenue generated by the concessions shall not be included in the calculation of the Management Fee. If the City desires additional concession services, Lessee has the right of first refusal to provide those additional services.

5.07 Lessee shall set its own schedules, ice rental rates, concession prices and user fees. Ice rental rates shall not be increased on a yearly basis greater than ~~fivethree (53)~~ percent to members of the Board of Advisors without prior approval from the Board of Park Commissioners and Common Council. Ice rental rates shall not be increased on a yearly basis greater than three (3) percent to members of the Board of Advisors without prior notification to the Director of Parks, Recreation and Forestry.

5.07 -

5.08 Lessee shall assemble and have in place within 60 days of commencement of this Lease, a Board of Advisors in accordance with paragraph 1.17 of this Lease, which shall be advisory in nature to the Lessee with regard to operations and policy development.

5.08

5.09 Lessee shall be responsible for maintaining the exterior of Leased Property including but not limited to ~~grass cutting~~, weed control, landscape bed maintenance, and snow removal.

5.10 Lessee will not, directly or indirectly, create or allow to remain and will promptly discharge at its expense any lien, encumbrance, execution, attachment, or claim upon the Leased Property.

5.11 The Lessee shall be solely responsible for and shall timely pay any and all monthly and periodic expenses necessary or desired to maintain utility services including, but not limited to; electrical, water, wastewater, storm sewer, gas, telephone, cable, internet, water and wastewater charges.

5.12 The Lessee shall, on a yearly basis, provide to the Director of Parks, Recreation and Forestry, a ~~sevenfive (75)~~ year capital improvement projection covering the Ice Facility. Such capital improvement projections shall be submitted by June 1 of each year of this Lease.

5.13 The Lessee shall develop and maintain a website exclusive to the Ice Facility.

5.14 The Lessee shall provide a location inside the Ice Facility's main skating area for members of the Board of Advisors to display banners or other indicia of program sponsors. Lessee may require that expenses related to creating individual display areas are the responsibility of the Board of Advisor members. Design and appearance

of the display must be approved by the Lessee. Revenues obtained from sponsorships shall be retained by the Board of Advisory member group which obtains the sponsor. Any sponsorship banner having an agreement of longer than one year shall need approval from the Board of Park Commissioners.

~~5.15—The Lessee shall ensure that every effort is made to provide teams from the De Pere Youth Hockey Association are provided the ability to host a minimum of 15 home games for each sponsored team, so as long as they continue to remain as a core user and member of the Board of Advisors.~~

~~5.16~~5.15 The Lessee shall not remove or displace any “core” user with the purpose to redirect them to the Cornerstone Ice Center, unless their rental fee remains the same as their De Pere Ice Facility rate.

5.16 The Lessee shall have a documented training program for on-site supervisors, concessionaires, and Ice resurfacing operators.

5.17 The Lessee shall create a documented complaint system which includes the date and nature of the complaints, along with the complaint’s resolution. This documented complaint system shall be included with Lessee’s quarterly financial report to the City.

6. CITY’S RESPONSIBILITIES

6.01 City shall deposit all monies paid through the Management Fee into the Designated Capital Improvement Fund. This fund shall not be used by the City for any other purpose during the term of this Agreement.

6.02 The City shall keep and maintain, including snow removal, the Parking Lot and all other City property adjacent to the Leased Premises.

6.03 The City will be responsible for all utility costs attributable to the Parking Lot.

6.04 The City will maintain, trim and be responsible for lawn cutting and maintenance in all areas of the park property, ~~including -except for~~ the Leased ~~Property~~emises.

6.05 The City shall re-key all doors in the Ice Facility on June 2, 2012.

7. EXISTING OBLIGATIONS

7.01 Ice Facility Locker Rooms ~~and Storage Facility~~. Lessee acknowledges that the existing Ice Facility currently is encumbered by a Lease Agreement dated ~~September 7, 2022~~December 11, 1995 by and between the City and ~~De Pere St. Norbert College~~

~~and Green Bay~~ Deacons Hockey Team Inc. and De Pere Voyageurs Booster Club Inc (f/k/a De Pere Deacons). A copy of said Lease is attached hereto and incorporated by reference as Exhibit A. City hereby assigns said Leases to Lessee for the term of this Lease Agreement and Lessee consents to such assignment and all terms, conditions, provisions, obligations, requirements and restrictions contained therein.

8. INSURANCE

8.01 The Lessee shall provide proof of such adequate coverage to the City and the City shall be named as an additional thereon for all liability policies. Adequate coverage shall, at a minimum, include:

(a) General Liability

(1) Coverage Form must be the most recent version of the Commercial General "Occurrence" policy, including:

- a. Premises and Operations
- b. Products and Completed Operations
- c. Advertising and Personal Injury
- d. Explosion, Collapse and Underground Hazard Coverage
- e. Contractual Insurance
- f. Broad Form Property Damage
- g. Coverage for Independent Contractors
- h. Care, Custody and Control coverages for City-owned materials at the worksite
- i. Endorsement naming the City of De Pere, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

(2) Limits of Liability

Body Injury/Property Damage Combined Single Limits:

Per Occurrence \$2,000,000

Products/Completed

Operations Aggregate \$2,000,000

Personal Injury/

Advertising Injury \$2,000,000

Medical Payments Limits \$10,000,000

General Aggregate \$2,000,000

(b) Automobile Liability

(1) Coverages must include the following extensions:

Comprehensive Form

- a. All Owned Autos
- b. All Hired Autos
- c. All Non-Owned Autos
- d. Mobile Equipment

- e. Specialized Equipment
- f. Contractual Liability
- g. Uninsured Motorists to Limit of Policy
- h. Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(2) Limits of Liability

Combined Single Limit/Bodily Injury and Property Damage:
\$2,000,000 per person/per accident

Uninsured Motorists:

\$25,000 per person

\$50,000 per person

(c) Worker's Compensation and Employers' Liability Insurance

(1) Limits of Liability

Worker's Compensation \$500,000 per employee or per disease

Employer's Liability \$1,000,000

(d) Professional Liability (Errors and Omissions) \$2,000,000

These amounts are subject to revision from time to time as the City may request or require.

- 8.02 City shall maintain its own general liability insurance policy for all exterior surfaces, including land, parking lots, walkways and storage areas, which shall provide coverage for the acts of its officials, employees, agents and invitees. The City shall name Lessee as an Additional Insured on its general liability policy for any and all City sponsored events at the Ice Facility.

9. FINANCIAL GAIN

- 9.01 The Lessee may undertake reasonable and project related financial gain activities from time to time at the Ice Facility provided that any and all proceeds therefrom shall be used exclusively by Lessee for the further enhancement of its mission.
- 9.02 Such financial gain activities include, but are not limited to, free will donations, rental payments by approved assignees or sub-tenants, concession sales and user fees.
- 9.03 The Lessee shall semi-annually submit to the Board of Park Commissioners in summary form, information as to ice usage and financial data directly pertaining to and/or arising from Ice Facility and/or this Agreement. This report shall be in addition to the quarterly report required under paragraph 5.03.
- 9.04 The City shall develop a sponsorship and advertising plan and present such plan to Lessee for Lessee's review and approval, whose approval shall not be unreasonably

~~withheld. Lessee shall have the ability to solicit donations in return for naming rights and displaying of advertising/banners under the below conditions:~~

- ~~(a) — A minimum of 75% of revenue obtained shall be directed to improvements at the Ice Facility.~~
- ~~(b) — Sponsoring agency must be appropriate for families.~~
- ~~(c) — Any naming rights to the Ice Facility must obtain approval from the Board of Park Commissioners and De Pere Common Council.~~
- ~~(d) — A summary must be provided in the year-end report of all donations received, advertising/banner provided, and amount of funding allocated to the Ice Facility, and which improvement it was allocated to.~~
- ~~(e) — Any agreement with a donor cannot exceed the end of the Lease Agreement without authorization from the Board of Park Commissioners and De Pere Common Council. The end of the Lease Agreement shall be considered the end of a five (5) year agreement.~~

10. EASEMENTS

- 10.01 This Agreement is subject to all easements of record.
- 10.02 The City shall grant utility easements as necessary to the successors in interest to Lessee. Lessee unit, body and court lawfully exercising authority over the Ice Facility, its operation, and use.

11. COMPLIANCE WITH LAWS

- 11.01 The Lessee shall at all times, fully comply with and obey each and every applicable rule, regulation, law, ordinance, statute and order or any government.

12. MISCELLANEOUS

- 12.01 This Agreement shall be binding upon the parties hereto and their respective successors in interest.
- 12.02 This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- 12.03 This Agreement shall not be assigned nor conveyed, nor any of Lessee's obligations transferred by Lessee to any person without prior written approval from the City.

13. DEFAULT

Brown County Ice Management, Inc.
Lease Agreement
Page 10 of 12

13.01 Events of Default and Remedies. If Lessee:

- (a) shall neglect or fail to pay any Management Fee within 30 days after such payment has become due and payable; or
- (b) defaults in the performance of any term, provision, covenant, or condition on its part to be performed hereunder; or
- (c) fails to operate the Ice Facility in a fiscally responsible manner; or
- (d) materially breaches or breaks any of the covenants, obligations, terms, conditions or promises contained herein or shall willfully or maliciously do injury to any City property, operations or purposes the City shall have the right, in its sole discretion and operation, to forthwith terminate and void this Agreement and all rights of the Lessee hereunder without notice, unless Lessee shall have cured or caused to be cured such default or with respect to any obligation to operate, maintain, replace, or repair, shall have commenced and be diligently pursuing such cure within thirty (30) days after written demand, the City may exercise any one or more of the following remedies:
 - (1) City may terminate this Lease and exclude Lessee from possession of the Leased Property;
 - (2) City may use its efforts to lease the Leased Property at current market rental rates to another developer, holding Lessee liable for all rentals and other payments due up to the effective date of the new leasing and the excess, if any, of the rent and other amounts payable by Lessee under this Lease over the rents and other amounts which are payable under the new lease;
 - (3) City may declare all rentals, payments, amounts, and fees due hereunder to become due and immediately owing and to accelerate payment thereof;
 - (4) City may apply to any court of competent jurisdiction for appointment of a receiver or a trustee for one or more of the properties of lessee under this Lease or upon the Leased Property for the purpose of permitting the Leased Property to be operated and maintained for the purpose of paying the rental amounts and fees due under the Lease.

13.02 The rights and remedies in favor of the City hereunder shall be cumulative and non-exclusive of any other remedy to which the City may be entitled. As a result of any event of default hereunder, Lessee shall pay, as additional rent, all costs and expenses incurred by or on behalf of the City, including, without limitation, attorney fees and expenses therefore.

14. ENTIRE AGREEMENT

14.01 This Agreement constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the _____ day of _____, 2012.

**BROWN COUNTY ICE
MANAGEMENT, INC.**
By:

CITY OF DE PERE
By:

Name: _____
Title: _____

Michael J. Walsh, Mayor

Name: _____
Title: _____

Charlene M. Peterson, Clerk-Treasurer

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Request for Common Council Action

Meeting Date: May 5, 2026

Department: Development Services

From: Peter Schleinz, City Planner/Zoning Administrator

Subject: Resolution #26-35 Authorizing street name change for Southbrige Road, Red Maple Road and Rockland Road to Generations Boulevard (Southern Bridge Bypass).

Recommendation: Motion to approve.

On April 27, 2026, Plan Commission unanimously recommended approval by a vote of 7-0.

Attachments:
Reso26-35, Memo to CC, Application Form

RESOLUTION #26-35

AUTHORIZING STREET NAME CHANGE FOR SOUTHBRIDGE ROAD,
RED MAPLE ROAD AND ROCKLAND ROAD TO GENERATIONS BOULEVARD
(Southern Bridge Bypass)

WHEREAS, construction has begun on the Southern Bypass in Brown County, which will connect I-41 to Monroe Road (County Highway GV) and create a new bridge that crosses the Fox River in the City of De Pere; and

WHEREAS, pursuant to Resolution #23-70, the Common Council approved the specific name “Generations” (with a suffix to be determined) as requested by Brown County to ensure that the chosen name would fit on proposed signage, with the west side street names to be changed upon completion of the I-41 Interchange and continue to the east side upon completion of Project Segments 3-5; and

WHEREAS, it is necessary to formally approve the street name by September 1, 2026, to comply with the Wisconsin Department of Transportation’s deadline for installation of signage along I-41; and

WHEREAS, to minimize confusion of the Southern Bypass having multiple street names and to improve wayfinding, De Pere Municipal Code Section 46-4(b)(10) requires any street which is a reasonable continuation of an existing street to bear the same name, and the Plan Commission has recommended, based on the Common Council’s selection of “Generations” in 2023, that the roads impacted by the development: Southbridge Road, part of Red Maple Road and Rockland Road be renamed Generations Boulevard, as these roads will be connected in creation of the Southern Bypass; and

WHEREAS, the Plan Commission has reviewed such request and recommends approval thereof.

NOW THEREFORE, BE IT RESOLVED THAT:

The Common Council approves and authorizes the change in street names from Southbridge Road, part of Red Maple Road and Rockland Road to Generations Boulevard in compliance with the September 1, 2026 deadline.

BE IT FURTHER RESOLVED:

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 5th day of May, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____


Nays: _____

Board/Committee Approval: 04/27/2026

CITY OF DE PERE MEMO



To: James Boyd, Mayor
Common Council Members

From: Peter Schlein, Senior Planner | Zoning Administrator 

Date: May 5, 2026

RE: **Recommendation from Plan Commission to approve changing the street names Southbridge RD, part of Red Maple RD, and Rockland RD to Generations BLVD.***

Summary

The Southern Bypass is under construction in Brown County, which will connect I-41 to Monroe RD (CTH GV) when completed. The part of the Southern Bypass within De Pere includes the existing Southbridge RD, part of Red Maple RD, and Rockland RD (see below map). To minimize confusion from the Southern Bypass having multiple street names, Common Council selected the street name Generations BLVD in 2023, via *Resolution 23-70*.

This Plan Commission review and action starts the process to change the street names to Generations BLVD for the Southern Bypass, with an effective date of September 1, 2026, to correspond with the WisDOT date of installation of signage on I-41. The City Department of Public Works will install temporary street name signage until permanent street name signage is put in place.

Reason for this Street Renaming

De Pere Municipal Code Section 46-4(b)(10) states the following “...*Street names*. Any street which is the reasonable continuation of an existing street shall bear the same name...”.

History of the 2023 Street Name Selection Process

In the spring of 2023, Brown County asked the City to confirm the street name for the southern bypass because signage was being designed for both the Southern Bypass and I-43. The street name was needed to ensure that the name would fit on proposed signage.

Dozens of street names were considered and reviewed by the De Pere Historical Society, Mayor, and City Staff, and the name ‘Optimistic AV’ was selected because the street name conveyed a future prospective without appearing controversial or political. It was also determined that one consistent name for the full length of the Southern Bypass in De Pere reduced confusion.

On June 26, 2023, Plan Commission reviewed the proposed name and considered one additional name, but Plan Commission did not have enough information or research about the additional name. Plan decided to refer the street name change to Common Council without a specific name recommendation.

On July 18, 2023, Common Council reviewed and proposed the following names for discussion and vote, with ‘Generations’ being the winning vote:

Generations: 4 votes	Unity: 1 vote	Amalgamate: 0 votes
Coalesce: 2 votes	Southbridge: 1 vote	Nekot: 0 votes
		Riparian: 0 votes

The above reviews and actions by the De Pere Historical Society, Mayor, and City Staff, Plan Commission and Common Council selected the street name ‘Generations’ via *Resolution 23-70*. The next meeting dates relate to the formal designation of the 2023 selected street name.

On April 27, 2026, Plan Commission will be requested to review and consider recommending the street name, ‘Generations BLVD’ to Common Council, based on the street name selection from 2023.

On May 5, 2026, Common Council will be requested to review and approve the tentative Plan Commission recommendation for the street name, ‘Generations BLVD’. The approval of a new street name will be via Resolution.

The Pros and Cons for this Street Renaming

THE PROS			
Topic	Change all three streets to Generations BLVD	Change all three streets to one of the existing street names, like Southbridge RD	Leave three street names unchanged; Southern Bypass has three different names within the City limits
Follows Municipal Code 46-4(1) for street naming	Pro	Pro	-
Follows year 2023 Common Council naming decision in Resolution 23-70	Pro	-	-
Ease of GPS navigation with names that don’t change arbitrarily	Pro	Pro	-
Equal references to both business parks	Pro	Pro	-
Minimal impacts to businesses	Pro	Pro	Pro
Minimizes number of property owners impacted <u>if done now</u> , instead of waiting for further land divisions that add more affected properties	Pro	Pro	Pro
No property owners are disturbed	-	-	Pro

THE CONS			
Topic	Change all three streets to Generations BLVD	Change all three streets to one of the existing street names, like Southbridge RD	Leave three street names unchanged; Southern Bypass has three different names within the City limits
Violates Municipal Code 46-4(1) for street naming	-	-	Con
Street name changes without turning corner or crossing city limits	-	-	Con
WISDOT is likely to include one street name on I-41	-	-	Con
City costs increase to redesign and rebuild WisDOT and County street signs to hold multiple street names	-	-	Con
Street name change affects developed property	15 affected	6 affected	0 affected
Property owners have to update personal records (license, check book, recorded documents)	Con	Con	-
Naming favors the west side or is arbitrary	-	Con	Con
Name is unspecific or unimaginative to represent City	-	Con	Con

Impacted Properties

The following properties are impacted due to the need for an address change, and the property owners have been notified via mail:

Southbridge RD

- Developed properties: 9
- Undeveloped properties: 5

Red Maple RD

- Developed properties: 3
- Undeveloped properties: 0

Rockland RD

- Developed properties: 3
- Undeveloped properties: 4

Total of all above properties: 24

Process for Renaming Streets

Neither the De Pere Municipal Code nor the Wisconsin State Statutes provide specific street renaming processes. Staff utilize the following procedures to review renamed streets:

1. A petitioner requests a street name change with information that identifies the existing street name and reason for a proposed new name.
 - a. In 2023, dozens of names were reviewed due to Brown County needing to know the name for signage along the Southern Bypass. the street name 'Generations' was specifically selected by the Common Council.
2. Property owners with addresses that will change are mailed letters that include the Plan Commission and Common Council meeting dates.
3. Plan Commission makes a recommendation to Common Council.
4. Common Council makes a final decision by Resolution.
5. The approved name change is recorded at the Brown County Register of Deeds office.

Recording the name change allows the address information to change on tax bills and on GIS maps for Brown County and De Pere.

Plan Commission Recommendation

Plan Commission recommends approval of changing the street names Southbridge RD, Red Maple RD, and Rockland RD to Generations BLVD, effective on September 1, 2026, as was directed by Common Council in 2023, with *Resolution 23-70*. The 2023 Comon Council discussion included a discussion about the reason for the name choice being a way to acknowledge the past and look to the future, with the Generations name paying homage to the history of those that lived in the area for thousands of years in the past before the area was settled, and the name also looking forward to the future, including making decisions for the next seven generations.

The City Department of Public Works will install temporary street name signage until permanent street name signage is put in place.





Planning/Zoning Application

Submitted On: Apr 24, 2026, 11:57AM EDT

Planning & Zoning Department

Parcel Number: (Include ALL parcels)	Right-of-Way
Nearest property address to the project site:	Street Address: Southbridge RD, part of Red Maple RD, and Rockland RD City: De Pere State: WI Zip: 54115
Check each project type that is being applied for:	Street Name Change
Current De Pere Zoning Districts:	None, in the right-of-way
Existing Site Land Uses:	Right-of-way
Proposed Site Land Uses:	Right-of-way
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a pre-consultation meeting?	Yes
Property Owner:	First Name: Peter Last Name: Schleinz
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 335 S Broadway ST City: De Pere State: WI Zip: 54115
Property Owner's Phone Number:	[REDACTED]
Property Owner's Email Address:	[REDACTED]
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:	[REDACTED]
Authorized Representative's Email Address:	p[REDACTED]
Current Street Name:	Southbridge RD, part of Red Maple RD, and Rockland RD
New Street Name:	Generations BLVD
Reason for Requesting Name Change:	To minimize confusion from the Southern Bypass having multiple street names, Common Council selected the street name Generations BLVD in 2023, via Resolution 23-70.
How do you plan on paying for your application?	City is the petitioner
Total Due:	\$350.00
Property Owner or Authorized Representative Signature	First Name: Peter Last Name: Schleinz Email Address: [REDACTED]

Peter Schleinz

Signed at: April 24, 2026 11:57AM America/New_York

User's Session Information

216.56.64.34, Referrer URL



Request for Common Council Action

Meeting Date: May 5, 2026
Department: City Attorney
From:
Subject: Resolution #26-36 Authorizing Memorandum of Understanding Between the City of De Pere and William Street Investment Partners LLC - Parking Lease Agreement.
Recommendation: To approve the resolution authorizing the Memorandum of Understanding.

Following Common Council approval, the City executed a development agreement for the redevelopment of the former Shopko Site - Building F on September 17, 2024. Pursuant to that development agreement, the City agreed to construct a parking ramp structure and negotiate a parking lease agreement with the developer at a later date. The construction of the project and mixed-used apartment building under the development agreement (550 Williams) is underway with an anticipated opening of July 1, 2026. Accordingly, the developer is securing units and tenants. In order to finalize such sales and commitments, it requires a formal agreement to set forth the City's intention and commitment to negotiate and execute a parking lease agreement with the developer under certain lease terms. Staff is recommending approving this Memorandum of Understanding memorializing the City's and the developers' intention and commitment to enter into a written lease agreement so as not to delay the developers' current efforts in securing tenants and leases.

Attachments:
Reso26-36, Parking MOU - JTT Comments 4.30.26 -city-accepted (003)-Final

RESOLUTION #26-36

AUTHORIZING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DEPERE AND
WILLIAM STREET INVESTMENT PARTNERS, LLC – PARKING LEASE AGREEMENT

WHEREAS the property located at 550 William Street, De Pere, Wisconsin (Parcel Number ED-875-1) (“550 William”) is owned by William Street Investment Partners, LLC (WSIP); and

WHEREAS the City and WSIP entered into a development agreement (the “Agreement”) for the redevelopment of 550 William Street, dated September 17, 2024, and as amended on March 6, 2026; and

WHEREAS as part of its redevelopment project, WSIP is constructing a mixed-used building consisting of approximately 7,600 square feet of first floor commercial uses, including retail, along with sixty (60) residential apartment units on the second through the fifth floors; and

WHEREAS the City is undertaking the construction of a 223-stall parking ramp structure (“Parking Ramp”) on its parcel, and in accordance with the terms of the Agreement shall negotiate and execute a parking lease agreement to provide certain nested and reserved parking stalls in the Parking Ramp; and

WHEREAS the parties now desire to enter into a memorandum of understanding to outline lease agreement terms to be incorporated into a written parking lease agreement, to be entered into and executed by the parties at a later date.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into such Memorandum of Understanding Between The City Of De Pere and

William Street Investment Partners, LLC – Parking Ramp Lease Agreement as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of May,
2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF DE PERE
AND
WILLIAM STREET INVESTMENT PARTNERS, LLC**

PARKING RAMP LEASE AGREEMENT

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____, 2026, by and between the City of De Pere, a Wisconsin municipal corporation, hereafter referred to as the “City” and William Street Investment Partners, LLC, a Wisconsin limited liability company, hereinafter referred to as “WSIP”, collectively referred to as the Parties.

RECITALS

WHEREAS the property located at 550 William St., De Pere, Wisconsin (Parcel Number ED-875-1) (“550 William”) is owned by WSIP; and

WHEREAS the City and WSIP entered into a development agreement (the “Agreement”) for the development of 550 William, dated September 17, 2024, and as amended on March 6, 2026; and

WHEREAS as part of its redevelopment project, WSIP is constructing a mixed-use building consisting of approximately 7,600 square feet of first floor commercial uses, including retail, along with sixty (60) residential apartment units on the second through the fifth floors; and

WHEREAS the City is undertaking the construction of a 223-stall parking ramp structure (“Parking Ramp”) on its parcel, and in accordance with the terms of the Agreement shall negotiate and execute a parking lease agreement to provide residents of 550 William certain nested and reserved parking stalls in the Parking Ramp; and

WHEREAS the Parties desire to enter into this MOU to outline lease agreement terms to be incorporated into a written parking lease agreement, to be entered into and executed by the Parties at a later date.

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

1. The City agrees to lease to WSIP a total of sixty (60) nested and signed parking stalls within the Parking Ramp, located on the ground and first level of the Parking Ramp, for parking by residents of 550 William. Such parking will be consistent with current City parking procedures and fees.
2. The City agrees to lease the following nested parking stalls, as more fully depicted on the attached Exhibit A:
 - a. Ground Level – Northern Row: Ten (10) stalls
 - b. Ground Level – Southern Row: Fifteen (15) stalls
 - c. First Level – Northern Row: Nineteen (19) stalls
 - d. First Level – Southern Row: Sixteen (16) stalls

3. The parties agree that said parking stalls shall be assigned and reserved for parking only by residents of 550 William on 24-hour basis.
4. The parties agree that the lease rate for the leased nested parking stalls shall be the same rate as monthly overnight parking for the general public. The initial rate shall be \$95 per stall per month. This rate shall be subject to increase to match the City's set rate for general public monthly overnight parking.
5. By virtue of the leasing of the parking stalls, WISP agrees that it shall bear the responsibility and authority to enforce the parking regulations and restrictions for the parking stalls as set forth herein. The City will not be responsible for any parking enforcement for any of the leased nested parking stalls.
6. City agrees that it will continue to be fully responsible for the ongoing maintenance of the leased nested parking stalls, including but limited to parking ramp and surface repair, maintenance, stall and ramp pavement marking, snow and ice removal.
7. As the construction of the Parking Ramp will not be completed until after the completion of 550 William, the City agrees it shall provide WISP alternate parking access at the surface parking lot parcel adjacent to 550 William, for such time until the Parking Ramp is open and operational.
8. The Parties intend to execute a written parking lease agreement which will substantively include the terms set forth herein and shall mutually act in good faith to reasonably negotiate such written parking lease agreement. The execution of the parking lease agreement is contingent upon the successful completion of the Parking Ramp construction.
9. The foregoing recitals in this MOU shall be deemed to be incorporated herein as part of this MOU.
10. This MOU may be executed, by hand or electronically, in any number of counterparts, each of which shall be deemed an original and taken together as one instrument.
11. Any changes, amendments, or addenda to this MOU must be in writing, executed by all Parties.
12. This MOU shall be governed by the laws of the State of Wisconsin.
13. This MOU shall terminate upon the execution of the parking lease agreement and the Parking Ramp becoming operational, or otherwise upon mutual written agreement of the parties.
14. Each Party assumes responsibility for its own acts and omissions, and those of its employees, officers and agents while engaged in the performance of its obligations under this MOU. No Party shall have any liability whatsoever for the negligent act or omission of another Party and nothing in this MOU shall be interpreted or construed to the contrary.
15. This MOU, including any incorporated documents or information, is the entire agreement and understanding between the Parties and prevails over all concurrent or prior communications and agreements between the Parties.

16. If one or more of the provisions of this MOU shall be unenforceable, such provisions shall be modified to the minimum extent necessary to make it or its application enforceable and, in any event, the enforceability of all other provisions of this MOU shall not be affected.
17. This MOU does not create an agency relationship of any kind between the Parties. Each Party is an independent party and shall not be considered, nor represent itself as a joint venture or partner of the other Parties. This MOU shall not create any rights in or inure to the benefit of any third parties.
18. This MOU is made solely and specifically for the benefit of the City and WSIP and no other person or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this MOU as a third-party beneficiary or otherwise.
19. No Party shall assign any portion of its rights or obligations under this MOU without prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed.
20. The signatories hereto represent that this MOU is executed pursuant to legal authorization by the organization on behalf of which they are signing.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed this ____, day of _____, 2026.

**WILLIAM STREET INVESTMENT PARTNERS,
LLC**

By:

Jason Tadych, Authorized Member

CITY OF DE PERE

By:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk