Common Council Regular Meeting Agenda

Tuesday, June 16, 2026 at 7:30 PM

Council Chambers and Virtual

In-Person Attendance:	Electronic Meeting Access:	Telephonic Meeting Access:
City Hall Council Chambers 2nd Floor City Hall 335 S Broadway	https://www.gotomeet.me/DePere	(866) 899-4679 -or- (312) 757-3117 Access Code: 154-883-28

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of the Agenda**
5. **Public Comments**

   Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
6. **Consent Agenda**

   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 June 2, 2026 Common Council meeting.

   B. Reappointment of Brent Felchlin by Mayor Boyd to the Business Improvement District Board; term to expire June 30, 2029.

   C. Recommendation from Board of Public Works to approve Plat Amendment and revised Temporary Limited Easement documents for Project 4190-17-00/21/54/71/72.
7. **New Business**

   A. For consideration and possible action on the following Community Service Grant applications:

      i. St. Norbert Campus Safety Team: LIfeVac kits.

      ii. Sleep in Heavenly Peace WI - De Pere: Community bed build.

      iii. Lovin' the Skin I'm In: 5th annual family cookout at Voyageur Park.

iv. Counting Stars Inc.: Stars Shine Outside - landscaping improvement project.

B. For consideration and possible action on The Porch Bar, LLC's obligation to repay a proration of its awarded Experience De Pere Business Recruitment Grant.

C. Recommendation from the Board of Public Works on award of Contract 26-14 Main Alley Reconstruction.

D. Recommendation from the Board of Public Works on award of Contract 26-23 Berm Construction.

E. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage/"Class C" Wine license for De Pere Hotel Associates, LLC (DBA TownePlace Suites), 215 N Wisconsin St. Agent: Tammy Fraley, Caledonia WI.

F. Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2026 through June 30, 2027.

i. Class "A" Fermented Malt Beverage/"Class A" Intoxicating Liquor licenses.

ii. Class "B" Fermented Malt Beverage/"Class C" Wine license.

iii. Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor licenses.

G. City Manager annual performance review.

The Common Council may convene in closed session pursuant to Section 19.85(1)(c), Wis. Stats., for purposes of considering employment, promotion, compensation or performance evaluation data of any public employee. The Common 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.

8. Ordinances

A. Ordinance #26-12 Amending De Pere Municipal Code Section 27-5 - Rates and Charges.

B. Ordinance #26-13 Amending De Pere Municipal Code Chapters 26, 78, 82, and 94.

9. Resolutions

A. Resolution #26-49 Approving Agreement for Professional Services with Dixon Engineering, Inc. (T-Mobile's Wireless Antenna Installation - 9th Street Water Tower).

B. Resolution #26-50 Approving State/Municipal Financial Agreement for a State - Let Highway Project (STH 32).

C. Resolution #26-51 Approving Compliance Maintenance Annual Report for Wastewater Collection System.

D. Resolution #26-52 Authorizing Utility Easement (622 Grant Street; Parcel WD-95-1).

E. Resolution #26-53 Authorizing Agreement for Contractor Services with Birenbaum Family Farms LLC (Phragmites Mitigation).

F. Resolution #26-54 Authorizing Agreement for Contractor Services with Suamico Trap,

LLC (2026 Pond Trapping Services).

G. Resolution #26-55 Authorizing Agreement for Contractor Services with ECS Midwest, LLC (2026 Soil Borings).

H. Resolution #26-56 Authorizing Submission of Staffing for Adequate Fire & Emergency Response (SAFER) Grant Application.

I. Resolution #26-57 Authorizing purchase of AI voice, text chat and web chat services platform/subscription from Polimorphic, Inc.

J. Resolution #26-58 Authorizing Development Agreement Regarding Property Redevelopment with TPAMMT, LLC (303 Reid Street; Parcel No. WD-955).

K. Resolution #26-59 Approving Lease Agreement with Complete Office of Wisconsin LLC (Photocopier City Hall 1st floor).

L. Resolution #26-60 Authorizing Brown County Intergovernmental 2026-2027 Property Tax Bill Agreement (Tax Bill Preparation, with Mailing Option).

10. Informational

A. Health Department - informational presentation.

11. Future Agenda Items

12. Adjournment

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk's office at 920-339-4050 by noon on the previous day so that arrangements can be made.

The Public or Members of the Common Council, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means.

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

City of De Pere, Wisconsin **6.A**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	City Clerk
From:	Carey Danen, City Clerk
Subject:	Approval of the minutes of the June 2, 2026 Common Council meeting.
Recommendation:	Motion to approve.

Attachments:
6-2-26 Common Council minutes_draft

Common Council

Regular Meeting

Draft Minutes

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

Tuesday, June 2, 2026 | **7:30 PM** | **Council Chambers/Virtual**

1. Call to Order

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

2. Roll Call

Present: Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd
Excused: Dustin Thill

3. Pledge of Allegiance

4. Approval of the Agenda

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

5. Presentations/Awards/Recognition

A. De Pere City Band 50th Anniversary Proclamation

B. APWA National Excellence in Snow and Ice Control Award

6. Public Comments

Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC

None.

7. 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.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James Boyd

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

A. Approval of the minutes of the May 19, 2026 Common Council meeting.

B. Recommendation from the Board of Park Commissioners to accept a tree donation from Green Bay Packers and Green Bay Packaging valued at $2,500.

C. Recommendation from the Board of Park Commissioners to accept a donation from WI United FC Soccer to apply plant growth regulators to two soccer fields at Southwest Park valued at $2,500.

D. Recommendation from Plan Commission to approve a 3-lot certified survey map at 2330-2360 and 2280 American BL (Parcels WD-L492-B-5, WD-L492-B).

8. New Business

A. Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2026 through June 30, 2027.

i. Class "A" Fermented Malt Beverage license.

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

ii. Class "A" Fermented Malt Beverage/"Class A" Intoxicating Liquor licenses.

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

iii. Class "B" Fermented Malt Beverage/"Class C" Wine licenses.

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

iv. Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor licenses.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Devin Perock

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

9. Resolutions

A. Resolution #26-47 Approving Hold-Harmless and Property Access Agreement with Brown County (Perkofski Boat Launch).

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

B. Resolution #26-48 Approving Release of Utility Easements (1000 BLK Employers BL and 1950-1962 Longtail CT; Parcels WD-346-D-502, WD-D0031-1).

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

10. Future Agenda Items

Alderperson Hansen suggested improvements to the disc golf course at Legion Park, including a display at the beginning of the course with a map of all nine holes. He also suggested providing score cards, as well as signage at each hole showing distance information, etc. This request will be submitted to the Board of Park Commissioners for consideration.

11. Adjournment

Mayor Boyd moved, seconded by Alderperson Gantz to adjourn the meeting at 7:49 P.M. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin **6.B**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Administration
From:	James Boyd, Mayor
Subject:	Reappointment of Brent Felchlin by Mayor Boyd to the Business Improvement District Board; term to expire June 30, 2029.
Recommendation:	Motion to approve.

Attachments:
None

City of De Pere, Wisconsin **6.C**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Recommendation from Board of Public Works to approve Plat Amendment and revised Temporary Limited Easement documents for Project 4190-17-00/21/54/71/72.
Recommendation:	Motion to approve.

The City has retained CORRE, Inc., pursuant to Resolution #25-99, to acquire right-of-way for this project, with the initial documents approved by the Common Council during its January 20, 2026, meeting. The Board of Public Works reviewed Plat Amendment documents and revised TLE exhibits at its meeting on June 8, 2026, and voted unanimously to approve such amendments and move the item forward for final Council approval.

Attachments:
2026 0608 CI_BOPW_Real Estate Plat Update, TPP_4190-17-00_STH 32-TPP-4.04-2026-05-28, TPP_4190-17-00_STH 32-TPP-4.05-2026-05-28, TLE EXHIBITS_4190-17-00_STH 32-SHEET 7 (V2), TLE EXHIBITS_4190-17-00_STH 32-SHEET 16 (V2), TLE EXHIBITS_4190-17-00_STH 32-SHEET 21

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: June 8, 2026

RE: **Consideration and possible action on Approval Plat Amendment Documents for Project 4190-17-00***

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

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

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

The original plat sheets (Transportation Project Plat (TPP) and TLE Exhibits) were discussed in the January 12, 2026, De Pere Board of Public Works meeting and approved in the following Common Council meeting in January to be signed by the city.

Following that, the need for additional plat sheets were identified. As a result of railroad coordination and review of the 60% traffic management plans, additional right-of-way acquisition needs were identified, requiring amendments to the plat after it was recorded. The sheets include two additional TPP sheets for the bungalows for the new railroad crossing signals and two revised TLE exhibit sheets and one additional RE exhibit for the traffic control devices on a privately owned portion of Reid St.

Recommendation:

Staff recommends approval of the attached Plat Amendment Documents for WisDOT Project 4190-17-00 – STH 32 for signature by the City Manager.

Attachments:

TPP_4190-17-00_STH 32-TPP-4.04-2026-05-28	(PDF)
TPP_4190-17-00_STH 32-TPP-4.05-2026-05-28	(PDF)
TLE EXHIBITS_4190-17-00_STH32_SHEET 7 (V2)	(PDF)
TLE EXHIBITS_4190-17-00_STH32_SHEET 16 (V2)	(PDF)
TLE EXHIBITS_4190-17-00_STH32_SHEET 21	(PDF)

TRANSPORTATION PROJECT PLAT NO: 4190-17-21-4.04

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

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

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

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SUBSECTIONS 62.22 AND 62.23 (10) WISCONSIN STATUES, CITY OF DE PERE HEREBY ORDERS THAT:

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

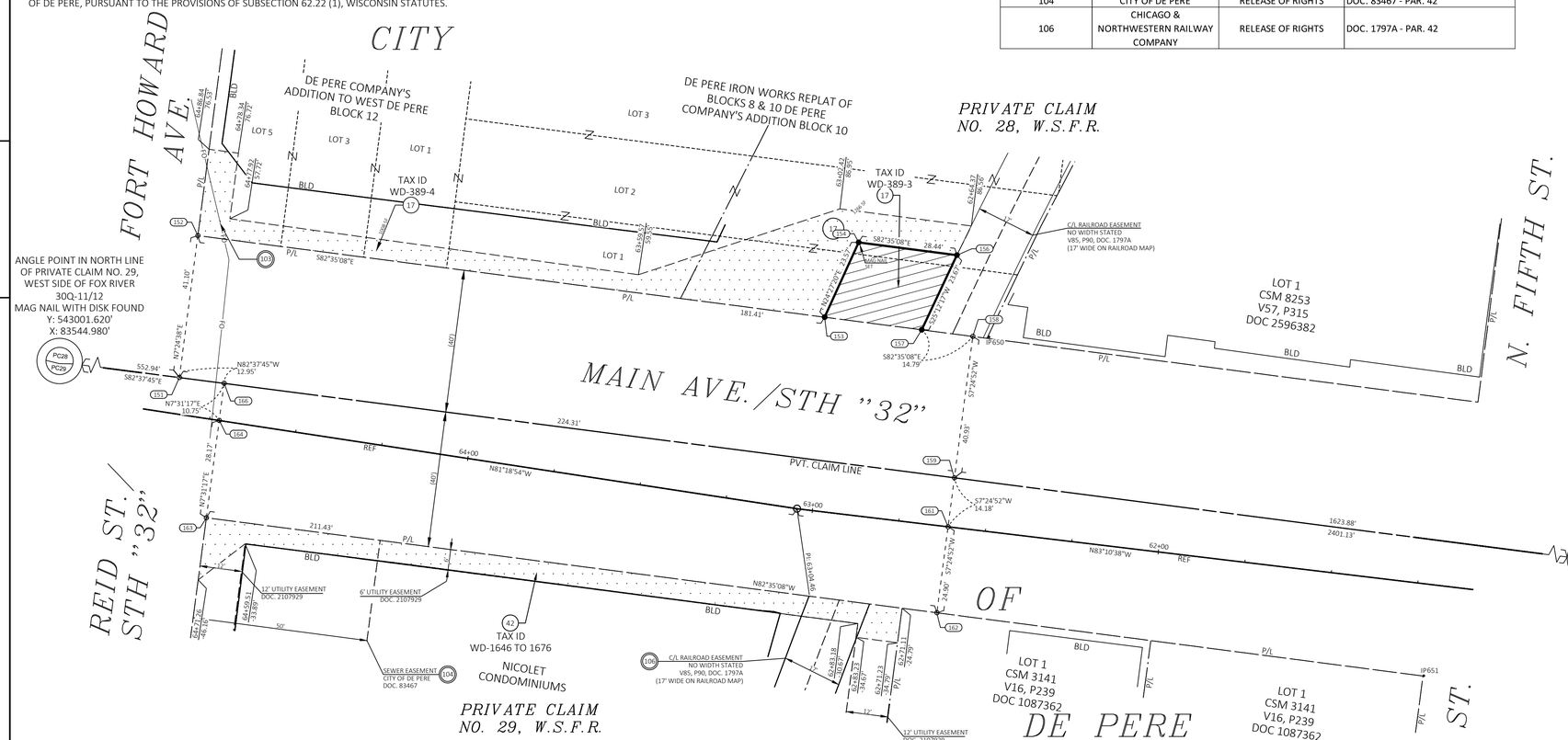
SCHEDULE OF LANDS AND INTERESTS REQUIRED

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

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	FEE R/W AREA REQUIRED - SF NEW	EXISTING	TOTAL	TLE SF REQUIRED
17	CHRIST THE ROCK CHURCH, INC.	FEE, TLE	637	-	637	2274
42	NICOLET CONDOMINIUMS (SEE SHEET 2 OF 2)	TLE	-	-	-	1328

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNERS	INTERESTS REQUIRED	EASEMENTS
103	AT&T	RELEASE OF RIGHTS	NO EASEMENT OF RECORD - PAR. 17
104	CITY OF DE PERE	RELEASE OF RIGHTS	DOC. 83467 - PAR. 42
106	CHICAGO & NORTHWESTERN RAILWAY COMPANY	RELEASE OF RIGHTS	DOC. 1797A - PAR. 42



RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER: 4190-17-21-4.04
SHEET 1 OF 2

CONVENTIONAL SYMBOLS

SECTION LINE
QUARTER LINE
SIXTEENTH LINE
NEW REFERENCE LINE
NEW R/W LINE
EXISTING R/W OR HE LINE
PROPERTY LINE
LOT, TIE & OTHER MINOR LINES
SLOPE INTERCEPT
CORPORATE LIMITS
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)
TEMPORARY LIMITED EASEMENT AREA
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)
TRANSMISSION STRUCTURES
BUILDING TO BE REMOVED
BRIDGE CULVERT

GOVERNMENT CORNER SYMBOL
GOVERNMENT CORNER MONUMENT
GEODETIC SURVEY MONUMENT
SIXTEENTH CORNER MONUMENT
SIGN
OFF-PREMISE SIGN

R/W MONUMENT (TO BE SET)
NON-MONUMENTED R/W POINT
FOUND IRON PIN (1-INCH UNLESS NOTED)
CHISELED "X" IN CONCRETE (TO BE SET)

	COMPENSABLE	NON-COMPENSABLE
ELECTRIC POLE	■	□
TELEPHONE POLE	●	○
PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)	⊠	⊗

ACCESS RESTRICTED BY ACQUISITION
NO ACCESS (BY STATUTORY AUTHORITY)
ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)
NO ACCESS (NEW HIGHWAY)

PARCEL NUMBER 25 UTILITY NUMBER 40
PARALLEL OFFSETS

CONVENTIONAL ABBREVIATIONS

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

CONVENTIONAL UTILITY SYMBOLS

WATER (W)
GAS (G)
TELEPHONE (T)
OVERHEAD TRANSMISSION LINES (OH)
ELECTRIC (E)
CABLE TELEVISION (TV)
FIBER OPTIC (FO)
SANITARY SEWER (SAN)
STORM SEWER (SS)
ELECTRIC TOWER

CURVE DATA ABBREVIATIONS

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

PI DATA
REF LINE:
PI: 63+04.46
Y: 542893.037
X: 84270.607
DELTA = 1°51'44" RT

FOUND MONUMENT TABLE			
TYPE	Y	X	DESCRIPTION
650	542942.352	84325.718'	1" IRON PIPE
651	542845.050	84450.534'	1" IRON PIPE

POINT TABLE		
POINT	STA	OFFSET
151	64+85.37	10.45' RT
152	64+86.28	51.53' RT
153	63+03.11	55.54' RT
154	62+95.97	78.01' RT
156	62+67.53	77.72' RT
157	62+75.00	55.25' RT
158	62+60.21	55.10' RT

POINT TABLE		
POINT	STA	OFFSET
159	62+60.64	14.18' RT
161	62+60.78	0.00' RT
162	62+61.04	24.90' LT
163	64+71.63	28.16' LT
164	64+72.20	0.00' RT
166	64+72.42	10.74' RT

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

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

- EXISTING RIGHT OF WAY OF MAIN AVE/STH "32" IS BASED ON DE PERE COMPANY'S ADDITION TO WEST DE PERE, DE PERE IRON WORKS REPLAT OF BLOCKS 8 & 10 DE PERE COMPANY'S ADDITION BLOCK 10, CSM NO. 8253, CSM NO. 3141, CSM 7042, AND NICOLET CONDOMINIUMS.

NOTES:

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

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

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

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

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

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

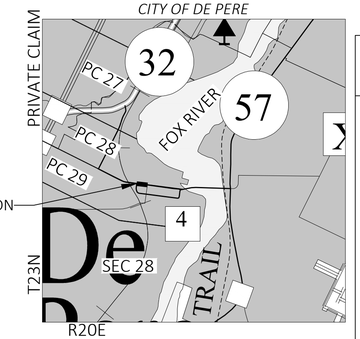
A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY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

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

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

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

LOCATION SKETCH
BROWN COUNTY
CITY OF DE PERE



Westwood

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

I, TERRY L. VAN HOUT, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUES AND UNDER THE DIRECTION OF THE CITY, I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT 4190-17-21-4.04 AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

WISCONSIN TERRY L VAN HOUT S-2526 GREEN BAY, WI LAND SURVEYOR

Preliminary
06/03/2026 5:17:39 PM

DATE: 05-28-2026
PRINT NAME: TERRY L. VANHOUT
REGISTRATION NUMBER: S-2526

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

SIGNATURE: _____ DATE: _____
PRINT NAME: KIM FLOM, CITY MANAGER

FILE NAME : N:\3001557.00\CIVIL 3D\RW\DWG\TPP_4190-17-00_STH 32.DWG
APPRAISAL PLAT DATE : 05-28-2026
PLOT DATE : 5/28/2026 12:25 PM PLOT BY : ETHAN KARLS PLOT NAME :

4190-17-21-4.04

TRANSPORTATION PROJECT PLAT NO: 4190-17-21-4.04
EXTENSION SHEET

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

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

4

4

SCHEDULE OF LANDS AND INTERESTS REQUIRED FOR NICOLET CONDOMINIUMS (PARCEL 42)		OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERSTS TO THE CITY	
UNIT NUMBER	OWNER(S)	INTEREST(S) REQUIRED	% INTEREST IN CONDOMINIUM
101	CAROLE J BOERNER REVOCABLE TRUST	TLE	1/31
102	MARK PROEBER	TLE	1/31
103	PAUL A SULLIVAN AND JILL SULLIVAN	TLE	1/31
104	JAMES F ROBINSON AND COURTNEY D WOOD	TLE	1/31
105	KENNETH M DINY AND CYNTHIA M DINY	TLE	1/31
106	KENNETH J PETERSEN AND SUSAN M PETERSEN	TLE	1/31
107	JOETTE FREY	TLE	1/31
108	GARY G BONZELL	TLE	1/31
109	SUZETTE D FRANKLIN	TLE	1/31
110	KIMBERLY ROBERTS AND JANE POLINSKY	TLE	1/31
111	JEFFREY A MOEN AND GEORGIA M WIESE-MOEHN	TLE	1/31
112	SUSAN A MINTEN	TLE	1/31
113	TIMOTHY LINDERS	TLE	1/31
114	GLENDA R ENDERSON	TLE	1/31
115	DONNA T PASTERNAK	TLE	1/31
116	DIANE K DICK	TLE	1/31
201	CHRISTOPHER D SAMP	TLE	1/31
202	JOHN ADAM VANDERLEEST	TLE	1/31
203	WARREN J HAGANES AND MARILYN R. HAGANES REVOCABLE TRUST	TLE	1/31
204	JEAN M PENDLETON	TLE	1/31
205	EDWARD Y LIN AND SIRI WASANA LIN	TLE	1/31
206	MICHAEL TUBBS AND KATHRYN DAVIS	TLE	1/31
208	ANNA M SZYMANSKI	TLE	1/31
209	MEGHAN G DWYER REVOCABLE LIVING TRUST	TLE	1/31
210	OMOLARA LAWAL	TLE	1/31
211	JOHN VAN DE VEN AND MICHELENE A VAN DE VEN	TLE	1/31
212	DONNA J WAGNER AND STEVEN P WAGNER	TLE	1/31
213	KYLE H VANDENHEUVEL	TLE	1/31
214	LINDA L BOYWID AS TRUSTEE OF THE SURVIVING SETTLOR'S TRUST UNDER THE JOINT REVOCABLE TRUST OF JOHN J. BOYWID AND LINDA L. BOYWID	TLE	1/31
215	MATTHEW R CRULL AND PAULETTE CRULL	TLE	1/31
216	IVETE C MILLER	TLE	1/31

RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER: 4190-17-21-4.04
SHEET 2 OF 2

FILE NAME : N:\3001557.00\CIVIL 3D\RW\DWG\TPP_4190-17-00_STH 32.DWG
APPRAISAL PLAT DATE : 05-27-2026
PLOT DATE : 5/28/2026 12:23 PM
PLOT BY : ETHAN KARLS
PLOT NAME :

4190-17-21-4.04

TRANSPORTATION PROJECT PLAT NO: 4190-17-21-4.05

PART OF NICOLET CONDOMINIUMS LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R., CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

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

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

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SUBSECTIONS 62.22 AND 62.23 (10) WISCONSIN STATUES, CITY OF DE PERE HEREBY ORDERS THAT:

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

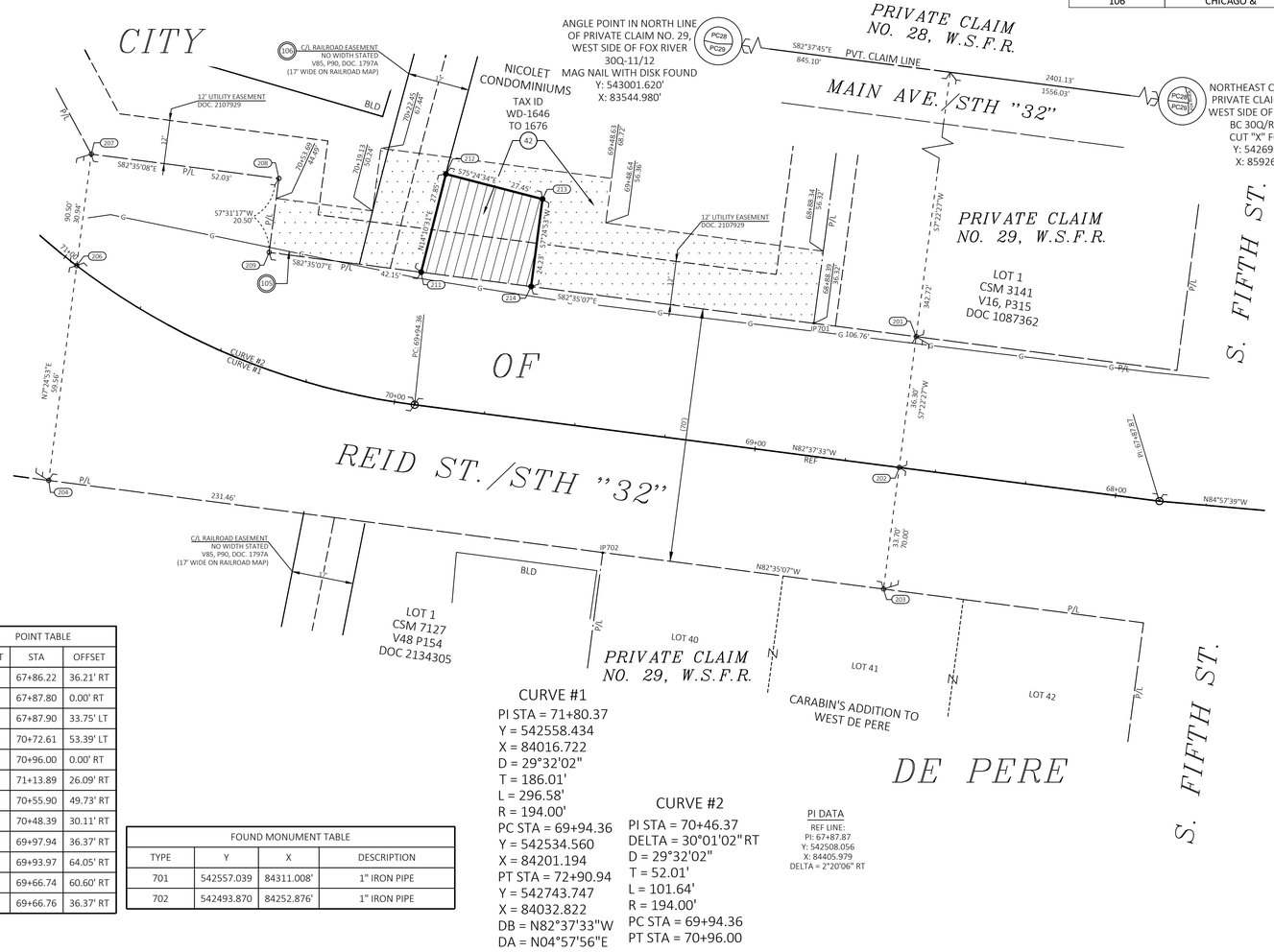
SCHEDULE OF LANDS AND INTERESTS REQUIRED

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

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	FEE R/W AREA REQUIRED - SF NEW	EXISTING	TOTAL	TLE SF REQUIRED
42	NICOLET CONDOMINIUMS (SEE SHEET 2 OF 2)	FEE, TLE	752	-	752	2926

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNERS	INTERESTS REQUIRED	EASEMENTS
105	WE ENERGIES (GAS)	RELEASE OF RIGHTS	DOC. 2107929 - PAR. 42
106	CHICAGO &	RELEASE OF RIGHTS	DOC. 1797A - PAR. 42



POINT TABLE		
POINT	STA	OFFSET
201	67+86.22	36.21' RT
202	67+87.80	0.00' RT
203	67+87.90	33.75' LT
204	70+72.61	53.39' LT
206	70+96.00	0.00' RT
207	71+13.89	26.09' RT
208	70+55.90	49.73' RT
209	70+48.39	30.11' RT
211	69+97.94	36.37' RT
212	69+93.97	64.05' RT
213	69+66.74	60.60' RT
214	69+66.76	36.37' RT

FOUND MONUMENT TABLE			
TYPE	Y	X	DESCRIPTION
701	542557.039	84311.008'	1" IRON PIPE
702	542493.870	84252.876'	1" IRON PIPE

CURVE #1
PI STA = 71+80.37
Y = 542558.434
X = 84016.722
D = 29°32'02"
T = 186.01'
L = 296.58'
R = 194.00'
PC STA = 69+94.36
Y = 542534.560
X = 84032.822
PT STA = 72+90.94
Y = 542743.747
X = 84032.822
DB = N82°37'33"W
DA = N04°57'56"E

CURVE #2
PI STA = 70+46.37
DELTA = 30°01'02"RT
D = 29°32'02"
T = 52.01'
L = 101.64'
R = 194.00'
PC STA = 69+94.36
PT STA = 70+96.00

PI DATA
REF LINE:
PI: 67+87.87
Y: 542508.056
X: 84405.979
DELTA = 2°20'06" RT

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

- EXISTING RIGHT OF WAY OF STH "32"/REID STREET IS BASED ON CARABIN'S ADDITION TO WEST DE PERE, CSM 7127, AND CSM 7042.

GN

SCALE, FEET
0 20 40

RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER: 4190-17-21-4.05
SHEET 1 OF 2

FOR ADDITIONAL INFORMATION REFER TO SHEET 2 OF 2

CONVENTIONAL SYMBOLS

SECTION LINE
QUARTER LINE
SIXTEENTH LINE
NEW REFERENCE LINE
NEW R/W LINE
EXISTING R/W OR HE LINE
PROPERTY LINE
LOT, TIE & OTHER MINOR LINES
SLOPE INTERCEPT
CORPORATE LIMITS
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC) — W (TYPE)
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)
TEMPORARY LIMITED EASEMENT AREA
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)
TRANSMISSION STRUCTURES
BUILDING — TO BE REMOVED
BRIDGE — CULVERT

GOVERNMENT CORNER SYMBOL (PC28 / PC29)
GOVERNMENT CORNER MONUMENT
GEODETIC SURVEY MONUMENT
SIXTEENTH CORNER MONUMENT
SIGN — OFF-PREMISE SIGN (61-25)
R/W MONUMENT (TO BE SET)
NON-MONUMENTED R/W POINT
FOUND IRON PIN (1-INCH UNLESS NOTED) — IP
CHISELED "X" IN CONCRETE (TO BE SET)

	COMPENSABLE	NON-COMPENSABLE
ELECTRIC POLE	■	○
TELEPHONE POLE	●	⊗
PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)	■	⊗

ACCESS RESTRICTED BY ACQUISITION
NO ACCESS (BY STATUTORY AUTHORITY)
ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)
NO ACCESS (NEW HIGHWAY)
PARCEL NUMBER 25 — UTILITY NUMBER 40
PARALLEL OFFSETS

CONVENTIONAL UTILITY SYMBOLS

WATER	W
GAS	G
TELEPHONE	T
OVERHEAD TRANSMISSION LINES	OH
ELECTRIC	E
CABLE TELEVISION	TV
FIBER OPTIC	FO
SANITARY SEWER	SAN
STORM SEWER	SS
ELECTRIC TOWER	

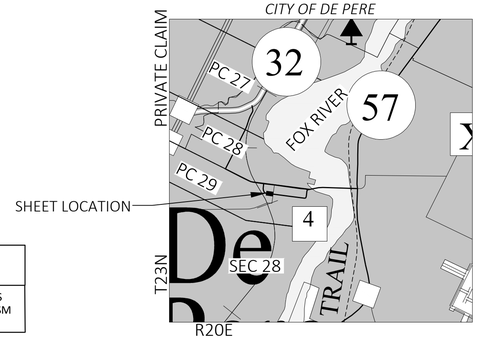
CONVENTIONAL ABBREVIATIONS

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

CURVE DATA ABBREVIATIONS

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

LOCATION SKETCH
BROWN COUNTY
CITY OF DE PERE



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

I, TERRY L. VAN HOUT, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUES AND UNDER THE DIRECTION OF THE CITY, I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT 4190-17-21-4.05 AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: 05-28-2026
PRINT NAME: TERRY L. VAN HOUT
REGISTERED LAND SURVEYOR

WISCONSIN TERRY L. VAN HOUT S-2526 GREEN BAY, WI LAND SURVEYOR

Preliminary
06/03/2026 5:17:53 PM

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

SIGNATURE: _____ DATE: _____
PRINT NAME: KIM FLOM, CITY MANAGER

FILE NAME : N:\3001557.00\CIVIL 3D\RW\DWG\TPP_4190-17-00_STH 32.DWG
APPRAISAL PLAT DATE : 05-28-2026
PLOT DATE : 5/28/2026 12:25 PM PLOT BY : ETHAN KARLS PLOT NAME :

4190-17-21-4.05

4

SCHEDULE OF LANDS AND INTERESTS REQUIRED FOR NICOLET CONDOMINIUMS (PARCEL 42)		OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERSTS TO THE CITY	
UNIT NUMBER	OWNER(S)	INTEREST(S) REQUIRED	% INTEREST IN CONDOMINIUM
101	CAROLE J BOERNER REVOCABLE TRUST	FEE, TLE	1/31
102	MARK PROEBER	FEE, TLE	1/31
103	PAUL A SULLIVAN AND JILL SULLIVAN	FEE, TLE	1/31
104	JAMES F ROBINSON AND COURTNEY D WOOD	FEE, TLE	1/31
105	KENNETH M DINY AND CYNTHIA M DINY	FEE, TLE	1/31
106	KENNETH J PETERSEN AND SUSAN M PETERSEN	FEE, TLE	1/31
107	JOETTE FREY	FEE, TLE	1/31
108	GARY G BONZELL	FEE, TLE	1/31
109	SUZETTE D FRANKLIN	FEE, TLE	1/31
110	KIMBERLY ROBERTS AND JANE POLINSKY	FEE, TLE	1/31
111	JEFFREY A MOEN AND GEORGIA M WIESE-MOEHN	FEE, TLE	1/31
112	SUSAN A MINTEN	FEE, TLE	1/31
113	TIMOTHY LINDERS	FEE, TLE	1/31
114	GLENDA R ENDERSON	FEE, TLE	1/31
115	DONNA T PASTERNAK	FEE, TLE	1/31
116	DIANE K DICK	FEE, TLE	1/31
201	CHRISTOPHER D SAMP	FEE, TLE	1/31
202	JOHN ADAM VANDERLEEST	FEE, TLE	1/31
203	WARREN J HAGANES AND MARILYN R. HAGANES REVOCABLE TRUST	FEE, TLE	1/31
204	JEAN M PENDLETON	FEE, TLE	1/31
205	EDWARD Y LIN AND SIRI WASANA LIN	FEE, TLE	1/31
206	MICHAEL TUBBS AND KATHRYN DAVIS	FEE, TLE	1/31
208	ANNA M SZYMANSKI	FEE, TLE	1/31
209	MEGHAN G DWYER REVOCABLE LIVING TRUST	FEE, TLE	1/31
210	OMOLARA LAWAL	FEE, TLE	1/31
211	JOHN VAN DE VEN AND MICHELENE A VAN DE VEN	FEE, TLE	1/31
212	DONNA J WAGNER AND STEVEN P WAGNER	FEE, TLE	1/31
213	KYLE H VANDENHEUVEL	FEE, TLE	1/31
214	LINDA L BOYWID AS TRUSTEE OF THE SURVIVING SETTLOR'S TRUST UNDER THE JOINT REVOCABLE TRUST OF JOHN J. BOYWID AND LINDA L. BOYWID	FEE, TLE	1/31
215	MATTHEW R CRULL AND PAULETTE CRULL	FEE, TLE	1/31
216	IVETE C MILLER	FEE, TLE	1/31

4

RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER: 4190-17-21-4.05
SHEET 2 OF 2

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

(103) AT&T
PARCEL 17 - NO EASEMENT OF RECORD

(104) CITY OF DE PERE
PARCEL 42 - DOC. 83467

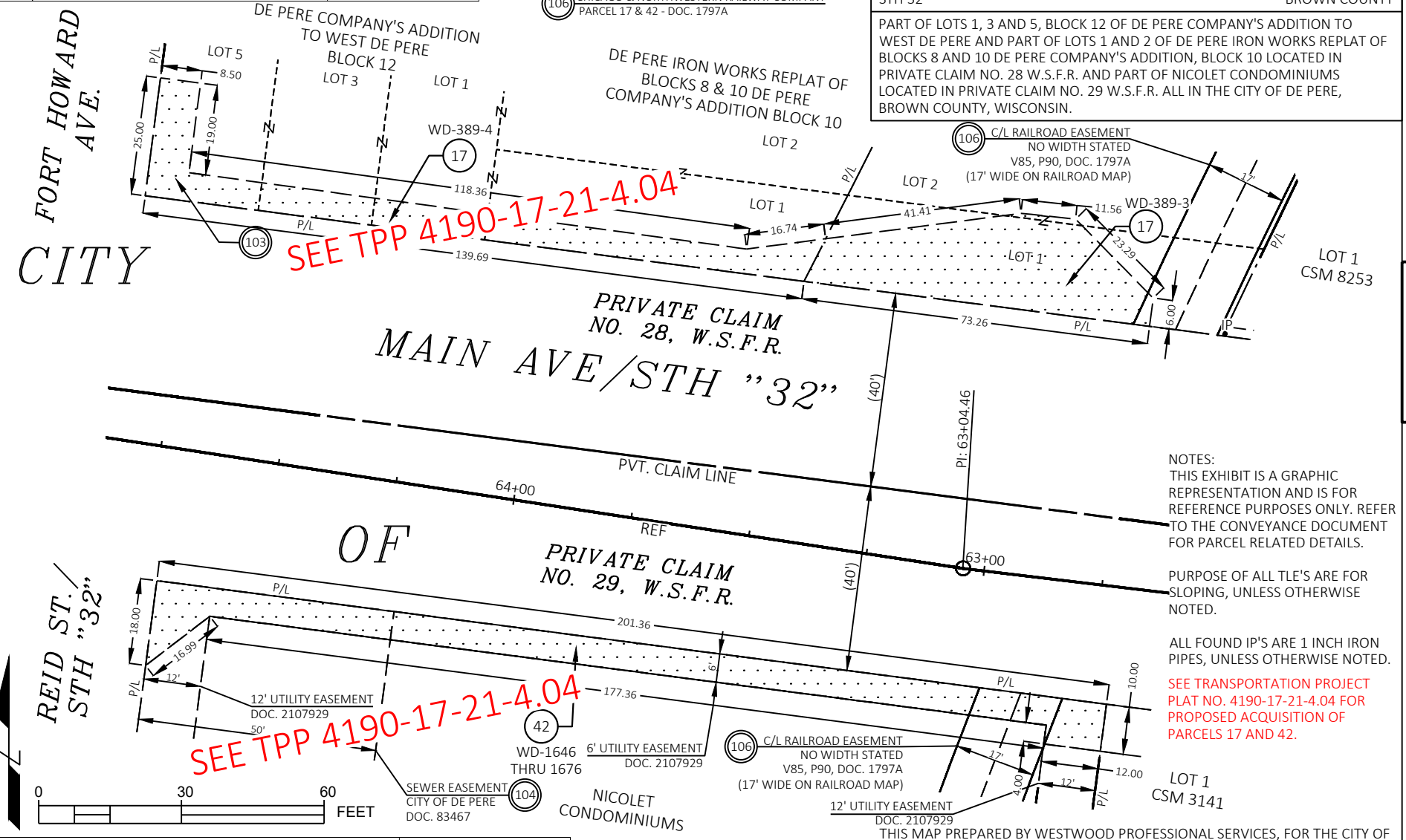
(106) CHICAGO & NORTHWESTERN RAILWAY COMPANY
PARCEL 17 & 42 - DOC. 1797A

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

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

STH 32 BROWN COUNTY

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



NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

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

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

SEE TRANSPORTATION PROJECT PLAT NO. 4190-17-21-4.04 FOR PROPOSED ACQUISITION OF PARCELS 17 AND 42.

SCHEDULE OF LANDS AND INTERESTS REQUIRED

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

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
~~17~~	~~CHRIST THE ROCK CHURCH, INC.~~	~~TLE~~	~~2062~~
~~42~~	~~NICOLET CONDOMINIUMS~~	~~SEE SHEET 7.01~~	~~1328~~

DE PERE

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

THIS MAP APPROVED FOR THE CITY OF DE PERE

Preliminary

SIGNATURE: _____ DATE: 06/03/2026 5:17:58 PM

PRINT NAME: KIM FLOM, CITY MANAGER

4

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

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

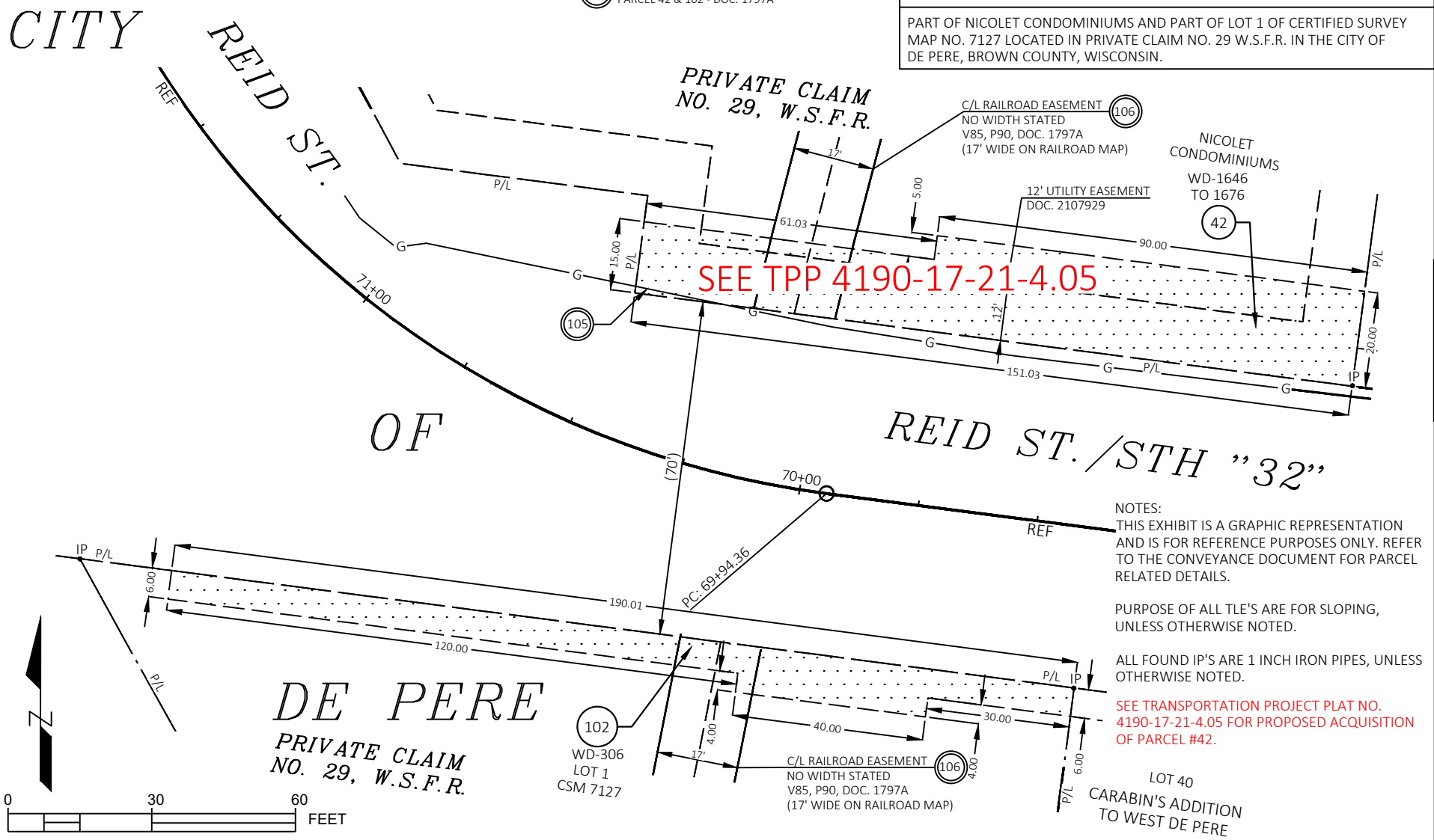
106 CHICAGO & NORTHWESTERN RAILWAY COMPANY
PARCEL 42 & 102 - DOC. 1797A

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

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

STH 32 | BROWN COUNTY

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



NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

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

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

SEE TRANSPORTATION PROJECT PLAT NO. 4190-17-21-4.05 FOR PROPOSED ACQUISITION OF PARCEL #42.

SCHEDULE OF LANDS AND INTERESTS REQUIRED

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

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
~~42~~	~~NICOLET CONDOMINIUMS~~	~~SEE SHEET 7.01~~	~~1322~~
102	N.E.W. DEVELOPERS, LLC	TLE	1300

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

THIS MAP APPROVED FOR THE CITY OF DE PERE

Preliminary

SIGNATURE: ~~06/03/2026 5:17:31 PM~~ DATE: _____

PRINT NAME: KIM FLOM, CITY MANAGER

4

UTILITY	OWNER	INTERESTS REQUIRED
102	WE ENERGIES (ELECTRIC)	RELEASE OF RIGHTS
104	CITY OF DE PERE	RELEASE OF RIGHTS

102 WE ENERGIES (ELECTRIC)
PARCEL 124 - DOC. 3104563

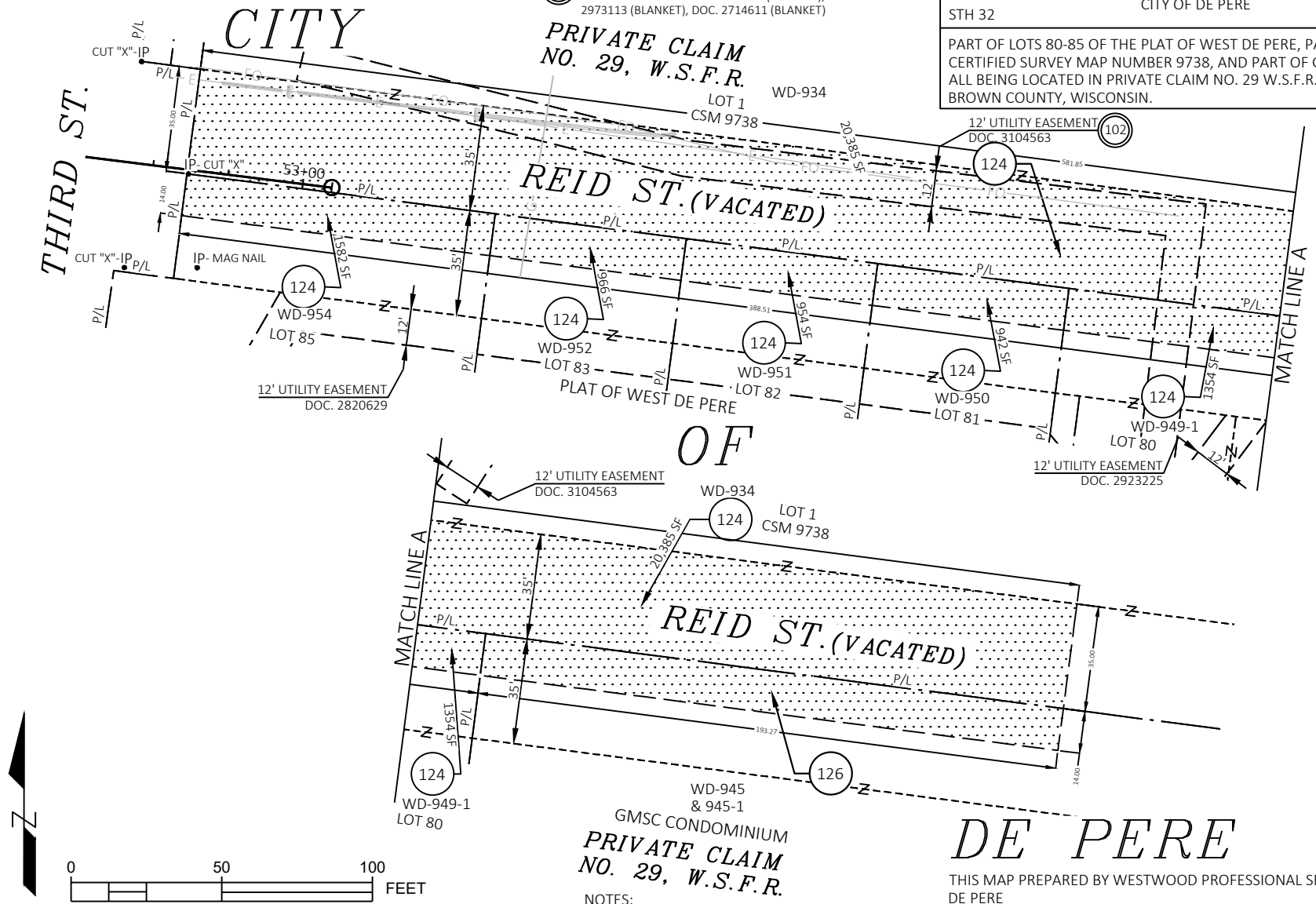
104 CITY OF DE PERE
PARCEL 124 & 126 - DOC. 2975868 (BLANKET), DOC. 2973113 (BLANKET), DOC. 2714611 (BLANKET)

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

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

STH 32 BROWN COUNTY

PART OF LOTS 80-85 OF THE PLAT OF WEST DE PERE, PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9738, AND PART OF GMSC CONDOMINIUM, ALL BEING LOCATED IN PRIVATE CLAIM NO. 29 W.S.F.R. IN THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



SCHEDULE OF LANDS AND INTERESTS REQUIRED

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

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	TLE (SQ. FT.)
124	ST. NORERT COLLEGE, INC., A WISCONSIN CORPORATION	TLE	25803
126	GMSC CONDOMINIUM	TLE	2706

NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

PURPOSE OF ALL TLE'S ARE FOR INGRESS-EGRESS ACCESS FOR PLACEMENT OF CONSTRUCTION SIGNAGE.

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

THIS MAP APPROVED FOR THE CITY OF DE PERE.

Preliminary

SIGNATURE: 06/03/2026 5:17:50 PM DATE:

PRINT NAME: KIM FLOM, CITY MANAGER

4

City of De Pere, Wisconsin **7.A**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	City Clerk
From:	Carey Danen, City Clerk
Subject:	For consideration and possible action on the following Community Service Grant applications:
Recommendation:	

Attachments:
None

City of De Pere, Wisconsin **7.A.i**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	City Clerk
From:	Carey Danen, City Clerk
Subject:	St. Norbert Campus Safety Team: LIfeVac kits.
Recommendation:	

Attachments:
SNC - LifeVac, LifeVac kit_photo

Community Service Grant Application

De Pere, WI

Submitted On:
Dec 15, 2025, 11:44AM CST

Are you applying as an individual or as a group?	Group
Applicant Name	Todd Danen
Group Name	St. Norbert Campus Safety Team
Phone Number	9204031346
Email	todd.danen1@snc.edu
Full Address	**Street Address:** St. Norbert College **City:** De Pere **State:** WI **Zip:** 54115
Project Title	LifeVac
Project Location	St. Norbert College Campus Safety
Project Description: Provide a brief outline of your project, describing your goals/objectives and your timeline for completion.	Every two hours in the United States, someone dies from choking. I am requesting funding for a LifeVac School Kit with mounting cases for St. Norbert College. Three of the units would be mounted near each of the three campus cafés, and the fourth unit would be placed in the Campus Safety patrol vehicle. Total project $500
Measurable Objectives: How will your goals and objectives be achieved? What benefits will citizens of the City of De Pere gain from this project?	With students, staff, and community members using the SNC cafés, even saving one life would be invaluable. Beyond the life-saving benefit, this initiative helps prevent potential negative publicity for the community while providing positive recognition if the De Pere Granting program helps save a student or community member. The ultimate objective is simple but critical: to save a life.
Itemization of Anticipated Expenses: Provide cost estimates associated with the project (award amount not to exceed $600 even if total project costs are higher). Describe all materials that will need to be purchased for the project.	LifeVac School Kit – $240 (includes four rescue devices) Three wall-mounting kits – $160 Any additional funds would be used for training, education, or to purchase extra devices.
If you have any photos/sketches or other documentation that you would like to include with your application, please upload them now.	Screenshot 2025-12-15 103843.png
By checking this box I acknowledge that, if selected, my project will adhere to the program as outlined	I agree

above. No grant funds shall be spent in a fashion outside the scope of the project. No grant funds may be used for alcohol, drugs, or any behavior or activity which is contrary to local ordinances, state statutes, or federal law.	
Submission Date	12/15/2025
Signature Data	First Name: Todd Last Name: Danen Email Address: todd.danen1@snc.edu  Signed at: December 15, 2025 11:45am America/Chicago
User's Session Information	IP Address: 138.74.15.185 Referrer URL:











LIFEVAC

Shop Learn LifeVac for Business

Report LifeVac Usage Support FAQs

1 Add to Cart

Add a FREE Fire Blanket with purchase

Just pay an additional $7.99 for shipping

Fire Blanket

-100% ~~$29.00~~ Free

Bundle & Save

SPECS & DIMENSIONS

SKU: LVS3001
Weight: 2 lbs
Dimensions: 23 x 18 x 3 in

Note: While the LifeVac device itself never expires, our mask manufacturer recommends replacing the masks every two to three years.

REVIEWS

Add-Ons



(73)

CLEAR WALL MOUNTED CASE

1



(44)

POSTER: HOW TO USE LIFEVAC

1

City of De Pere, Wisconsin **7.A.ii**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	City Clerk
From:	Carey Danen, City Clerk
Subject:	Sleep in Heavenly Peace WI - De Pere: Community bed build.
Recommendation:	

Attachments:
Sleep in Heavenly Peace, SIHP_photo

Community Service Grant Application

De Pere, WI

Submitted On: May 2, 2026, 02:46PM CDT

Are you applying as an individual or as a group?	Group
Applicant Name	Dan Vermeulen
Group Name	Sleep In Heavenly Peace WI-De Pere
Phone Number	920-737-0359
Email	dan.vermeulen@shpbeds.org
Full Address	**Street Address:** 1367 Crystal Rock Crt. **City:** De Pere **State:** WI **Zip:** 54115
Project Title	No Kid Sleeps On The Floor In Our Town, Community Bed Build.
Project Location	Sleep In Heavenly Peace Workshop
Project Description: Provide a brief outline of your project, describing your goals/objectives and your timeline for completion.	From 01/01/2026 through 12/31/2026, Sleep in Heavenly Peace (SHP) will build and deliver approximately 750 beds to local children ages 3–17 who currently do not have a bed of their own. With the support of volunteers ages 12 and older, beds will be constructed during a community bed build event scheduled for August 2026. Following the build event, beds will be delivered and assembled in homes within 2–4 weeks, ensuring timely access to safe and comfortable sleeping arrangements for children and families in need. This rapid turnaround helps quickly stabilize living conditions for youth experiencing housing insecurity and unmet basic needs. This project directly supports SHP's mission of "No Kid Sleeps On The Floor In Our Town" by addressing a foundational need that impacts a child's health, emotional well-being, and overall development. Providing a bed restores dignity, promotes a sense of safety, and contributes to improved sleep quality, which is essential for healthy growth and functioning. Through volunteer engagement, community collaboration, and direct service delivery, this initiative strengthens community connections while meeting an urgent need for vulnerable children across the local area.
Measurable Objectives: How will your goals and objectives be achieved? What benefits will citizens of the City of De Pere gain from this project?	Sleep in Heavenly Peace (SHP) will achieve its goals through a structured, volunteer-driven model that includes coordinated bed build events, efficient delivery logistics, and strong community partnerships. From 01/01/2026 through 12/31/2026, SHP will build and deliver approximately 750 beds to children ages 3–17 who lack a safe and appropriate place to sleep. These objectives will be achieved through the following strategies: Volunteer Engagement and Bed Construction: A community-wide bed build event scheduled for August 2026 will engage volunteers ages 12 and older in constructing bed frames. Volunteer recruitment will be supported through schools, civic groups, businesses, and faith-based organizations to ensure sufficient capacity to meet production goals. Efficient Delivery Model: Beds will be delivered within 2–4 weeks following the build event. Delivery teams will coordinate with referral partners to schedule home deliveries, ensuring timely and organized distribution to families in need. Referral Partnerships: SHP will collaborate with schools, social service agencies, and community organizations to identify eligible children. These partners help ensure that beds are directed to youth most impacted by poverty, housing instability, and unmet basic needs. Quality and Accountability: SHP tracks key performance indicators including number of beds built, number of beds delivered, volunteer participation, and geographic distribution of services to ensure accountability and measure impact. Benefits to Citizens of the City of De Pere Citizens of the City of De Pere will benefit from this project through improved community well-being, strengthened volunteer engagement, and enhanced support for vulnerable children and families. By ensuring that children have a safe place to sleep, the project contributes to healthier youth development outcomes, including improved sleep quality, emotional stability, and school readiness.

	In addition, the project fosters strong civic engagement by involving local volunteers, including youth and adults, in hands-on service activities that build community pride and connection. These volunteer opportunities strengthen social cohesion and encourage a culture of service and mutual support within the community. The presence of a stable and effective bed provision program also reduces strain on local schools and social service systems by addressing a basic need that can impact attendance, behavior, and overall student performance. By improving foundational stability for children, the project contributes to long-term community resilience and reduced risk factors associated with youth behavioral challenges. Ultimately, this initiative supports a safer, more stable, and more connected community by ensuring that no child in De Pere goes without a bed of their own, reinforcing dignity, equity, and opportunity for all children served.
Itemization of Anticipated Expenses: Provide cost estimates associated with the project (award amount not to exceed $600 even if total project costs are higher). Describe all materials that will need to be purchased for the project.	Bed Frame Materials: $200 Mattress: $250 Bedding (pillow, sheets, blanket): $100 Delivery / Logistics: $50 Total: $600 Budget Justification The proposed $600 budget supports the direct cost of providing one complete bed to a child in need through Sleep in Heavenly Peace (SHP). Each line item reflects essential components required to deliver a safe, comfortable, and fully functional sleep environment. Bed Frame Materials – $200 This cost covers the lumber, hardware, screws, and finishing materials needed to construct a durable twin bed frame. SHP uses standardized designs to ensure safety, consistency, and long-term use. High-quality materials are necessary to ensure the bed is sturdy and meets safety expectations for children ages 3–17. Mattress – $250 The mattress is a critical component of the bed, providing proper support for healthy sleep. SHP prioritizes new, twin-size mattresses to ensure hygiene, durability, and comfort. Adequate sleep support is essential for children's physical health, emotional regulation, and school performance. Bedding (Pillow, Sheets, Blanket) – $100 This amount covers essential bedding items needed to make the bed immediately usable upon delivery. Providing a pillow, sheets, and blanket ensures the child has a complete and welcoming sleep environment from day one, supporting dignity and comfort. Delivery / Logistics – $50 This covers transportation costs associated with delivering and assembling the bed in the child's home. Expenses include fuel, vehicle usage, and basic logistical coordination to ensure timely and safe delivery by volunteers. Total Project Cost – $600 This investment directly supports SHP's mission of ensuring that no child sleeps on the floor in our community. By funding a complete bed package, the project addresses a fundamental need that contributes to improved sleep, stability, and overall well-being for children served.
If you have any photos/sketches or other documentation that you would like to include with your application, please upload them now.	Pictures.png
By checking this box I acknowledge that, if selected, my project will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the project. No grant funds may be used for alcohol, drugs, or any behavior or activity which is contrary to local ordinances, state statutes, or federal law.	I agree
Submission Date	05/02/2026
Signature Data	First Name: Mitzi Last Name: Racine

	Email Address: mitzi.racine@shpbeds.org Signed at: May 2, 2026 2:45pm America/Chicago
User's Session Information	IP Address: 69.71.166.75 Referrer URL:

Photos

You are welcome to utilize any of the photos provided in your promotional and marketing materials. Please review the SHP Branding Guide to ensure the photos are used correctly. Please feel free to contact design@shpbeds.org if you should have any questions about acceptable usage.

Build



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Download Web [624 KB]

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City of De Pere, Wisconsin

7.A.iii

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	City Clerk
From:	Carey Danen, City Clerk
Subject:	Lovin' the Skin I'm In: 5th annual family cookout at Voyageur Park.
Recommendation:	

Attachments:
Lovin the Skin I'm In, Lovin the Skin I'm In_photos

Community Service Grant Application

De Pere, WI

Submitted On: May 19, 2026, 01:40PM CDT

Are you applying as an individual or as a group?	Group
Applicant Name	Rhonda Chandler
Group Name	Lovin The Skin I'm In
Phone Number	920-403-0427
Email	ed@lovinmyskinwi.com
Full Address	**Street Address:** 2301 RIVERSIDE DR Ste 9 **City:** Green Bay **State:** WI **Zip:** 54301
Project Title	Lovin The Skin I'm In 5th Annual Family Cookout
Project Location	Voyageur Park
Project Description: Provide a brief outline of your project, describing your goals/objectives and your timeline for completion.	We are hosting our 5th Annual Family Cookout on July 26th. This event is a community centered celebration that brings together our participants, their families, mentors and supporters for an afternoon of connection, culture and fun. The goal is to continue to spread awareness about the organization, services offered and build community. The event takes place July 26th.
Measurable Objectives: How will your goals and objectives be achieved? What benefits will citizens of the City of De Pere gain from this project?	Our goals will be achieved through intentional planning, strong community partnerships and culturally responsive programming. We rely on volunteers, local organizations and small business relationships to make this event a success. By investing in this event, the City of De Pere is helping create a more connected, culturally vibrant and inclusive community for all citizens. The city will be recognized during the event as well as on our social media platforms.
Itemization of Anticipated Expenses: Provide cost estimates associated with the project (award amount not to exceed $600 even if total project costs are higher). Describe all materials that will need to be purchased for the project.	Food (hotdogs, hamburgers, chicken, ribs) $1000-2000 Activity supplies (i.e. tattoos, hair extensions) $250 Facepainting -$450
If you have any photos/sketches or other documentation that you would like to include with your application, please upload them now.	1926099837644999626.JPG 815510237708138725.JPG 2712692866135842099.JPG 2708883955359798626.JPG 3677262972579085122.JPG
By checking this box I acknowledge that, if selected, my project will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the project. No grant funds may be used for alcohol, drugs, or any behavior or activity which is contrary to local ordinances, state statutes, or federal law.	I agree
Submission Date	05/19/2026
Signature Data	First Name: Rhonda Last Name: Chandler Email Address: ed@lovinmyskinwi.com

	 Signed at: May 19, 2026 1:40pm America/Chicago
User's Session Information	IP Address: 174.103.204.57 Referrer URL:









City of De Pere, Wisconsin

7.A.iv

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	City Clerk
From:	Carey Danen, City Clerk
Subject:	Counting Stars Inc.: Stars Shine Outside - landscaping improvement project.
Recommendation:	

Attachments:
Counting Stars - Landscaping Improvement Project

Community Service Grant Application

De Pere, WI

Submitted On: May 19, 2026, 02:35PM CDT

Are you applying as an individual or as a group?	Group
Applicant Name	Jennifer Bourget
Group Name	Counting Stars Inc
Phone Number	9209408393
Email	countingstarsgb@gmail.com
Full Address	**Street Address:** 1486 Ashley Ct **City:** Green Bay **State:** WI **Zip:** 54313-9303
Project Title	Stars Shine Outside: Landscaping Improvement Project
Project Location	670 Main Ave De Pere, WI
Project Description: Provide a brief outline of your project, describing your goals/objectives and your timeline for completion.	Counting Stars Inc. is requesting $600 in grant funding to support outside landscaping improvements at our center serving children and teens with disabilities and developmental challenges. This project will help create a safer, more welcoming, and sensory-friendly outdoor environment for the families we support every day. We will be updating our landscaping on an on-going basis as we create flower beds and gardens for our clients to learn outdoor skills.
Measurable Objectives: How will your goals and objectives be achieved? What benefits will citizens of the City of De Pere gain from this project?	Our goals and objectives will be achieved through planned outdoor clean-up, landscaping, and beautification efforts completed by staff, volunteers, and community supporters at Counting Stars Inc.. Grant funding will be used to purchase landscaping materials such as mulch, plants, flowers, and maintenance supplies needed to improve the safety, appearance, and accessibility of our outdoor spaces. These improvements will help create a more welcoming and calming environment for the children and families we serve, many of whom have sensory, behavioral, or mobility-related needs. Citizens of the De Pere will benefit from this project by supporting a local nonprofit organization that provides inclusive services and resources for children and teens with disabilities and their families. Improving the exterior appearance of our facility contributes positively to the community by enhancing neighborhood pride, creating a cleaner and more attractive environment, and supporting a space where families can gather, connect, and participate in community-based activities. The project also encourages volunteer involvement and strengthens community partnerships while helping ensure local families have access to a safe and supportive place to grow and thrive.
Itemization of Anticipated Expenses: Provide cost estimates associated with the project (award amount not to exceed $600 even if total project costs are higher). Describe all materials that will need to be purchased for the project.	Item Description Cost Mulch Landscaping mulch for playground and outdoor areas $150 Flowers & Plants Sensory-friendly flowers, shrubs, and greenery $125 Topsoil & Landscaping Materials Soil, edging, and planting supplies $75 Weed Removal & Yard Supplies Weed barrier, gloves, yard bags, and maintenance materials $75 Outdoor Beautification Supplies Decorative planters, outdoor touch-up materials, and cleanup items $100 Volunteer Refreshments & Support Supplies Water, snacks, and basic supplies for volunteer workdays $75 Total Requested $600
By checking this box I acknowledge that, if selected, my project will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the project. No grant funds may be used for alcohol, drugs, or any behavior or activity which is contrary to local ordinances, state statutes, or federal law.	I agree
Submission Date	05/19/2026
Signature Data	First Name: Jennifer Last Name: Bourget Email Address: countingstarsgb@gmail.com

	 Signed at: May 19, 2026 2:34pm America/Chicago
User's Session Information	IP Address: 174.103.192.243 Referrer URL:

City of De Pere, Wisconsin

7.B

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Development Services
From:	
Subject:	For consideration and possible action on The Porch Bar, LLC's obligation to repay a proration of its awarded Experience De Pere Business Recruitment Grant.
Recommendation:	Motion to Approve staff's recommendation of a waiver of repayment of the proration due to business operations continuing in this location.

Attachments:
The Porch Bar LLC repayment waiver_CC06162026

CITY OF DE PERE
MEMO

To: De Pere Common Council
From: Quasan Shaw, Economic Development Planner
Date: June 16, 2026

RE: Consideration and possible action on The Porch Bar LLC's obligation to repay a proration of the Experience De Pere Business Recruitment Grant funds.

Summary:
The City's Experience De Pere Business Recruitment Grant Program (Grant) is an incentive to assist downtown De Pere entrepreneurs with expenses associated with starting a new business. New or significantly expanding retail, restaurant or experience-based businesses are eligible for a $5,000, $10,000, or $15,000 grant to be used to assist in starting or expanding their business in downtown De Pere. The grant is available to all "experience-based" businesses including breweries, axe throwing, museums, arcades, art studios, etc., that are open to the general public. Merchandise retailers, restaurants and taverns are also encouraged to apply. These business categories result in high volume customer traffic that will add significantly to the vibrancy of downtown De Pere.

The Development Services Department awarded a $15,000 Experience De Pere Business Recruitment Grant to The Porch Bar LLC located at 365 Main Ave Suite D, in May of 2024. The agreement called for the business to remain open for two years or return a prorated amount of the grant. The Porch Bar LLC operated the space for 18 months before closing on December 31, 2025. According to the Grant agreement The Porch Bar LLC is required to return $3,125.00 to the City of De Pere.

The Porch Bar LLC's operation is different from the other awarded businesses. The Porch Bar LLC is a music and entertainment venue that planned to rent out its kitchen to various food entrepreneurs to pair food with the entertainment that was booked to perform. The Porch Bar LLC rented kitchen space to Colombian Flavors for the first month for Latin music nights. Since then, Colombian Flavors remained a tenant providing the food services for The Porch Bar LLC up until the business closing. In essence The Porch Bar LLC and Colombian Flavors have both occupied and operated out of the same space. Colombian Flavors has since taken over the lease and operates its own restaurant using all leasehold improvements paid for by The Porch Bar LLC.

One of the core purposes of the Grant program is to prevent vacant or underutilized storefronts in downtown De Pere. In staff's assessment, The Porch Bar LLC fulfilled the spirit of the Grant by activating the space for 18 months and enabling a seamless transition to another active business. The continued occupancy of the storefront has prevented a vacancy and maintained downtown vibrancy.

Staff Recommendation:
Staff recommends waving the repayment of the remaining $3,125.00 Grant by The Porch Bar LLC to the City.

City of De Pere, Wisconsin **7.C**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Recommendation from the Board of Public Works on award of Contract 26-14 Main Alley Reconstruction.
Recommendation:	Awarding Contract 26-14 Main Alley Reconstruction to Peters Concrete Company in the amount of $470,708.50.

The Board of Public Works at the June 8, 2026 meeting approved award of Contract 26-14 Main Alley Reconstruction to Peters Concrete Company in the amount of $470,708.50 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Attachments:
2026 0608 CI_BOPW_Award_26-14, Project 26-14_Bid Tab, Project 26-14 Cover Sheet

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: June 8, 2026

RE: **Consideration and possible action on award of Contract 26-14 Main Alley Reconstruction***

The Engineering Department received bids for Project 26-14 Main Alley Reconstruction on Thursday, May 28, 2026. This project involves reconstructing the alley, north of Main from Fourth Street to Third Street, Third Street north of Main Avenue, and Fourth Street north of Main Avenue. In addition, parking areas adjacent to the alley and Third Street (Hicks Square) will be reconstructed and a dumpster enclosure constructed. The alley is currently rated a 2. Work is being completed in preparation for Main Avenue utility relay in 2027 and reconstruction in 2028. The bids received were as follows:

Contractor	Base Bid
Peters Concrete Company	$470,708.50
De Groot, Inc.	$502,975.77
Vinton Construction Company	$524,097.00
Highway Landscapers	$529,347.00
Kruczek Construction, Inc.	$553,553.00

The budgeted amount from the capital improvement budget is $344,000 with $69,000 from the storm water utility and $275,000 being bonded. Bonding will be increased to $415,000 to cover additional costs for parking lot repairs adjacent to the alley and Third Street.

Staff's recommendation is to accept the bid from Peters Concrete Company in the amount of $470,708.50.

Attachments:
Project 26-14 Bid Tab (PDF)
Project 26-14 Cover Sheet (PDF)

DE PERE

Project 26-14
Main Alley Reconstruction

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Peters Concrete Company		De Groot, Inc.		Vinton Construction Company		Highway Landscapers, Inc.		Kruczek Construction Inc.	
Item	**Description**	**Unit**	**Qty**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**
STORM SEWER													
ST-01	Remove and Relay 15" RCP (Class V) Storm Sewer	LF	150	$105.00	$15,750.00	$155.88	$23,382.00	$115.30	$17,295.00	$150.00	$22,500.00	$165.00	$24,750.00
ST-02	Remove and Relay 15" PVC, RCP (Class III), or PP Storm Sewer	LF	20	$130.00	$2,600.00	$153.03	$3,060.60	$96.80	$1,936.00	$150.00	$3,000.00	$175.00	$3,500.00
ST-03	Provide 12" PVC, RCP (Class III), or PP Storm Sewer	LF	280	$78.00	$21,840.00	$149.36	$41,820.80	$76.55	$21,434.00	$125.00	$35,000.00	$135.00	$37,800.00
ST-04	Provide 6" PVC Storm Sewer Lateral	LF	75	$111.00	$8,325.00	$87.10	$6,532.50	$95.00	$7,125.00	$75.00	$5,625.00	$99.00	$7,425.00
ST-05	Provide 12"x6" Storm Branch or Inserta Tee	EA	4	$300.00	$1,200.00	$720.13	$2,880.52	$1,130.00	$4,520.00	$450.00	$1,800.00	$500.00	$2,000.00
ST-06	Provide Storm Lateral Risers with Cap at Building	EA	1	$850.00	$850.00	$492.88	$492.88	$345.00	$345.00	$350.00	$350.00	$300.00	$300.00
ST-07	Provide Storm Sewer Lateral Tracer Wire Box	EA	5	$120.00	$600.00	$177.76	$888.80	$156.00	$780.00	$550.00	$2,750.00	$120.00	$600.00
ST-08	Provide 4' Diameter Storm Manhole	VF	13	$1,230.00	$15,990.00	$1,297.52	$16,867.76	$1,160.00	$15,080.00	$1,075.00	$13,975.00	$1,000.00	$13,000.00
ST-09	Remove and Replace Type A Catch Basin	EA	2	$3,425.00	$6,850.00	$3,612.83	$7,225.66	$3,706.00	$7,412.00	$3,450.00	$6,900.00	$3,700.00	$7,400.00
ST-10	Provide Type B Catch Basin	EA	3	$4,540.00	$13,620.00	$4,593.25	$13,779.75	$4,572.00	$13,716.00	$3,300.00	$9,900.00	$4,550.00	$13,650.00
ST-11	Connect to Existing Storm Sewer Structure	EA	1	$1,950.00	$1,950.00	$2,424.00	$2,424.00	$1,256.00	$1,256.00	$550.00	$550.00	$1,422.00	$1,422.00
ST-12	Connect to Existing Storm Sewer Pipe	EA	3	$650.00	$1,950.00	$2,525.00	$7,575.00	$485.00	$1,455.00	$350.00	$1,050.00	$1,400.00	$4,200.00
STREET AND DRAINAGE													
SD-01	Unclassified Excavation	CY	2050	$24.95	$51,147.50	$29.44	$60,352.00	$37.78	$77,449.00	$28.00	$57,400.00	$44.00	$90,200.00
SD-02	Provide 1 1/4" Crushed Aggregate Base Course	CY	1500	$35.30	$52,950.00	$38.38	$57,570.00	$39.00	$58,500.00	$23.65	$35,475.00	$40.00	$60,000.00
SD-03	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer	TON	380	$115.00	$43,700.00	$121.96	$46,344.80	$133.32	$50,661.60	$138.60	$52,668.00	$122.00	$46,360.00
SD-04	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	TON	500	$130.00	$65,000.00	$137.87	$68,935.00	$135.34	$67,670.00	$140.70	$70,350.00	$137.00	$68,500.00
SD-05	Provide Asphalt Patch	SY	20	$70.00	$1,400.00	$95.45	$1,909.00	$57.57	$1,151.40	$60.00	$1,200.00	$100.00	$2,000.00
SD-06	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	220	$32.00	$7,040.00	$44.14	$9,710.80	$45.00	$9,900.00	$105.00	$23,100.00	$46.50	$10,230.00
SD-07	Provide 24" Concrete Curb and Gutter (Slip Form)	LF	110	$26.00	$2,860.00	$44.14	$4,855.40	$38.50	$4,235.00	$75.00	$8,250.00	$36.50	$4,015.00
SD-08	Remove and Replace 24" Concrete Curb and Gutter (Hand Form)	LF	85	$80.00	$6,800.00	$87.62	$7,447.70	$75.00	$6,375.00	$105.00	$8,925.00	$90.00	$7,650.00
SD-09	Provide 24" Concrete Curb and Gutter (Reject Pan)	LF	70	$70.00	$4,900.00	$87.62	$6,133.40	$65.00	$4,550.00	$75.00	$5,250.00	$79.50	$5,565.00
SD-10	Provide 24" Concrete Curb and Gutter (Roll Curb)	LF	50	$60.00	$3,000.00	$84.44	$4,222.00	$65.00	$3,250.00	$75.00	$3,750.00	$75.50	$3,775.00
SD-11	Provide 36" Concrete Flume	LF	240	$60.00	$14,400.00	$66.41	$15,938.40	$60.00	$14,400.00	$65.00	$15,600.00	$57.75	$13,860.00
SD-12	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	25	$91.00	$2,275.00	$140.24	$3,506.00	$125.00	$3,125.00	$195.00	$4,875.00	$138.00	$3,450.00
SD-13	Provide 8" Concrete Driveway and Dumpster Slab	SY	70	$81.00	$5,670.00	$144.43	$10,110.10	$90.00	$6,300.00	$175.00	$12,250.00	$126.00	$8,820.00
SD-14	Remove and Replace 6" Concrete Sidewalk and Ramp	SY	20	$135.00	$2,700.00	$133.83	$2,676.60	$115.00	$2,300.00	$124.00	$2,480.00	$131.00	$2,620.00
SD-15	Provide 6" Concrete Sidewalk and Ramp	SY	5	$120.00	$600.00	$131.81	$659.05	$115.00	$575.00	$115.00	$575.00	$126.00	$630.00
SD-16	Remove and Replace 4" Concrete Sidewalk	SY	70	$118.00	$8,260.00	$116.86	$8,180.20	$115.00	$8,050.00	$115.00	$8,050.00	$110.00	$7,700.00
SD-17	Provide 4" Concrete Sidewalk	SY	70	$70.00	$4,900.00	$116.86	$8,180.20	$90.00	$6,300.00	$95.00	$6,650.00	$99.00	$6,930.00
SD-18	Provide Thickened Concrete Edge (Dumpster Enclosure)	LF	55	$25.00	$1,375.00	$48.48	$2,666.40	$35.00	$1,925.00	$10.00	$550.00	$42.00	$2,310.00
SD-19	Provide 6" Thick Concrete Flume	SY	5	$450.00	$2,250.00	$163.37	$816.85	$200.00	$1,000.00	$135.00	$675.00	$147.00	$735.00
SD-20	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	1000	$1.20	$1,200.00	$4.24	$4,240.00	$1.00	$1,000.00	$3.50	$3,500.00	$4.00	$4,000.00
SD-21	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	25	$10.00	$250.00	$10.10	$252.50	$10.00	$250.00	$12.00	$300.00	$8.00	$200.00
SD-22	Provide Detectable Warning Field (Natural)	EA	2	$465.00	$930.00	$477.23	$954.46	$500.00	$1,000.00	$600.00	$1,200.00	$478.00	$956.00
SD-23	Drainage Swale Ditching	LF	15	$30.00	$450.00	$35.35	$530.25	$30.00	$450.00	$55.00	$825.00	$22.00	$330.00
SD-24	Landscaping - Topsoil, Seed, Fertilizer and Mulch	SY	200	$15.00	$3,000.00	$25.25	$5,050.00	$20.00	$4,000.00	$25.00	$5,000.00	$10.00	$2,000.00

DE PERE

Project 26-14
Main Alley Reconstruction

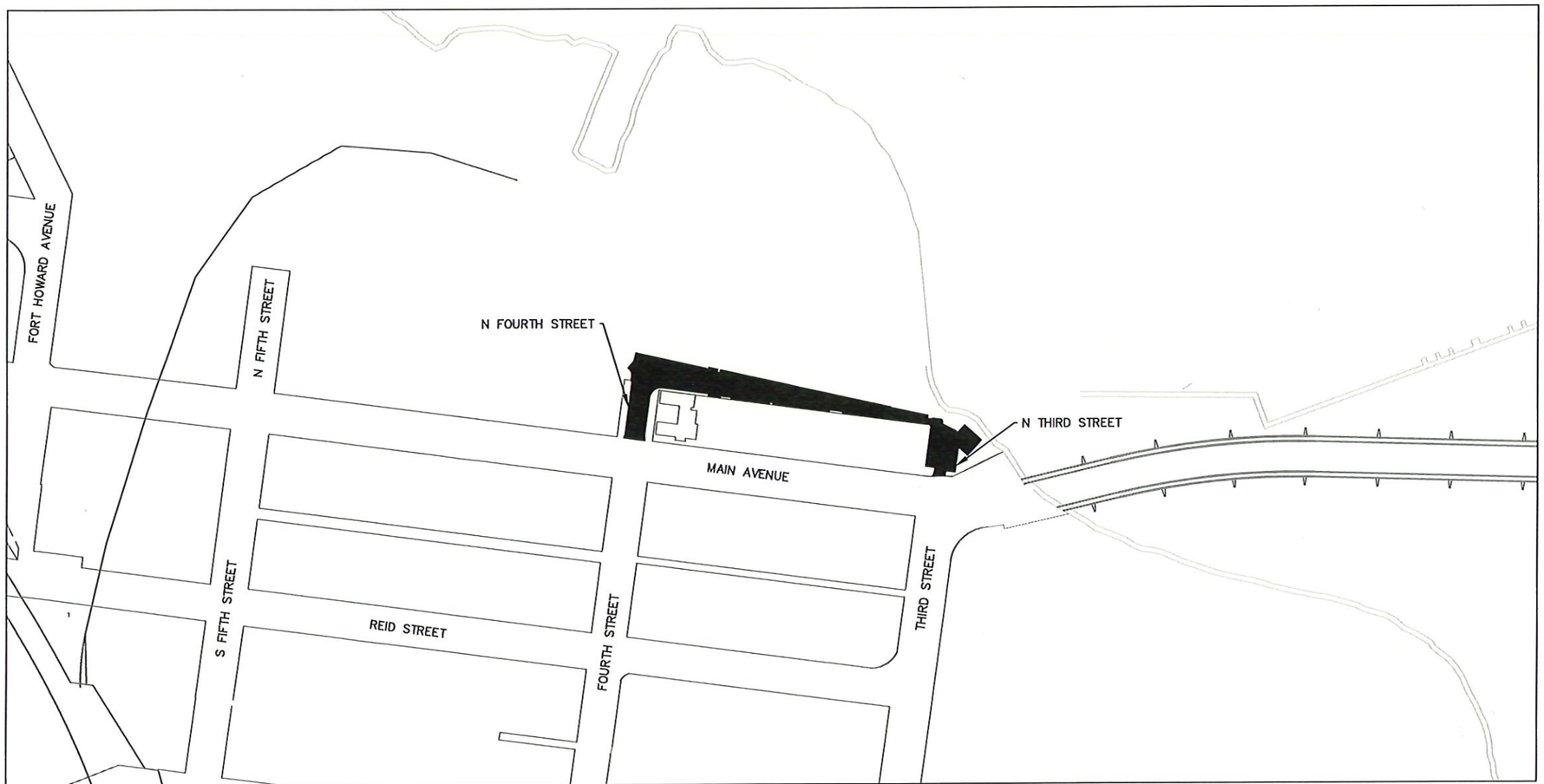
				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Peters Concrete Company		De Groot, Inc.		Vinton Construction Company		Highway Landscapers, Inc.		Kruczek Construction Inc.	
Item	**Description**	**Unit**	**Qty**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**
SPECIAL CONSTRUCTION													
SC-01	Provide Dumpster Enclosure	LS	1	$31,410.00	$31,410.00	$12,726.00	$12,726.00	$40,000.00	$40,000.00	$51,350.00	$51,350.00	$28,000.00	$28,000.00
SC-02	Provide Silt Fence	LF	60	$3.00	$180.00	$5.05	$303.00	$8.00	$480.00	$5.00	$300.00	$3.50	$210.00
SC-03	Provide Silt Sock	LF	255	$3.00	$765.00	$6.06	$1,545.30	$10.00	$2,550.00	$9.00	$2,295.00	$11.00	$2,805.00
SC-04	Inlet Protection Type B	EA	3	$100.00	$300.00	$202.00	$606.00	$75.00	$225.00	$100.00	$300.00	$100.00	$300.00
SC-05	Inlet Protection Type D	EA	5	$100.00	$500.00	$202.00	$1,010.00	$135.00	$675.00	$150.00	$750.00	$100.00	$500.00
SC-06	Erosion Control Revegetation Mat Class I-A	SY	120	$4.00	$480.00	$4.04	$484.80	$6.00	$720.00	$4.00	$480.00	$10.00	$1,200.00
SC-07	Adjust Manhole	EA	4	$700.00	$2,800.00	$858.50	$3,434.00	$575.00	$2,300.00	$950.00	$3,800.00	$725.00	$2,900.00
SC-08	Adjust Manhole New Casting	EA	1	$1,300.00	$1,300.00	$1,388.75	$1,388.75	$1,085.00	$1,085.00	$1,500.00	$1,500.00	$725.00	$725.00
SC-09	Remove and Replace Water Valve Riser Box	EA	1	$450.00	$450.00	$505.00	$505.00	$730.00	$730.00	$1,250.00	$1,250.00	$600.00	$600.00
SC-10	Provide and Install Flexible Sign Base with 8' Pole	EA	14	$750.00	$10,500.00	$429.25	$6,009.50	$580.00	$8,120.00	$350.00	$4,900.00	$675.00	$9,450.00
SC-11	Pavement Marking Epoxy Line 6-Inch White	LF	80	$6.95	$556.00	$7.37	$589.60	$6.95	$556.00	$7.65	$612.00	$8.50	$680.00
SC-12	Pavement Marking Epoxy Line 4-Inch White	LF	1700	$4.65	$7,905.00	$4.93	$8,381.00	$4.65	$7,905.00	$5.12	$8,704.00	$5.50	$9,350.00
SC-13	Pavement Marking Epoxy Handicap Symbol	EA	2	$140.00	$280.00	$148.47	$296.94	$140.00	$280.00	$154.00	$308.00	$200.00	$400.00
SC-14	Traffic Control	LS	1	$31,700.00	$31,700.00	$5,050.00	$5,050.00	$30,000.00	$30,000.00	$13,500.00	$13,500.00	$25,000.00	$25,000.00
SC-15	Remove and Salvage Signage to Owner	LS	1	$500.00	$500.00	$1,262.50	$1,262.50	$850.00	$850.00	$4,500.00	$4,500.00	$950.00	$950.00
SC-16	Remove and Dispose De Pere Chamber Signs	LS	1	$2,500.00	$2,500.00	$1,212.00	$1,212.00	$850.00	$850.00	$2,500.00	$2,500.00	$1,600.00	$1,600.00
	TOTAL AMOUNT BID:				**$470,708.50**		**$502,975.77**		**$524,097.00**		**$529,347.00**		**$553,553.00**

PROJECT 26-14
MAIN ALLEY RECONSTRUCTION

CITY OF DE PERE

DE PERE

ENGINEER DIVISION
925 S. SIXTH ST
DE PERE, WI 54115



SITE LOCATION MAP
N.T.S.

SHEET NO.	DESCRIPTION
G001	TITLE SHEET
G002	STANDARD ABBREVIATION & SYMBOLS
G003–G004	TYPICAL SECTIONS
G005	DEMOLITION PLAN
C101 – C102	PLAN AND PROFILE SHEETS
C103 – C106	CURB FLANGE PLAN AND PROFILE PLANS
C107 – C108	STREET GRADING DETAIL PLANS
C301 – C308	CROSS SECTIONS
C401	ALIGNMENT, BENCHMARKS AND CONTROL POINTS PLAN
C402	PAVEMENT SURFACE AND RESTORATION PLAN
C403	PAVEMENT MARKING AND SIGNAGE PLAN
C404	TRAFFIC CONTROL PLAN
C405	EROSION CONTROL PLAN
C406 – C409	MATCH POINT PHOTOS PLAN
C501	DUMPSTER CONSTRUCTION DETAILS
C502 – C505	CONSTRUCTION DETAILS

CITY OF DE PERE
BOARD OF PUBLIC WORKS

5/13/2026 — E. P. Rakers
DATE — CITY ENGINEER

5/14/2026 — K
DATE — CITY MANAGER

STAMPS:

WISCONSIN
ERIC P. RAKERS
E-30929
GREEN BAY, WI
PROFESSIONAL ENGINEER
5/13/2026

PAGE G001

City of De Pere, Wisconsin **7.D**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Recommendation from the Board of Public Works on award of Contract 26-23 Berm Construction.
Recommendation:	Accept the bid from Relyco Plus LLC in the amount of $253,607.32.

The Board of Public Works at the June 8, 2026 meeting approved award of Contract 26-23 Berm Construction to Relyco Plus LLC in the amount of $253,607.32 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Attachments:
2026 0608 CE_Project_26-23_Award, Project 26-23_Bid Tab, Project 26-23 Cover Sheet

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: June 8, 2026

RE: **Consideration and possible action on award of Contract 26-23 Berm Construction***

The Engineering Department received bids for Project 26-23 Berm Construction on May 28, 2026. This project involves the creation of a new berm and modification to an existing berm off American Boulevard. The bids received are as follows:

Contractor	Total Bid
Relyco Plus LLC	$253,607.32
Peters Concrete Company	$284,243.64
MMC, Inc.	$289,996.64

The project is being funded through TID 12 with the ongoing development.

Staff's recommendation is to accept the bid from Relyco, Inc. in the amount of $253,607.32.

Attachments:
Project 26-23 Bid Tab (PDF)
Project 26-23 Cover Sheet (PDF)

DE PERE

Project 26-23
Berm Construction

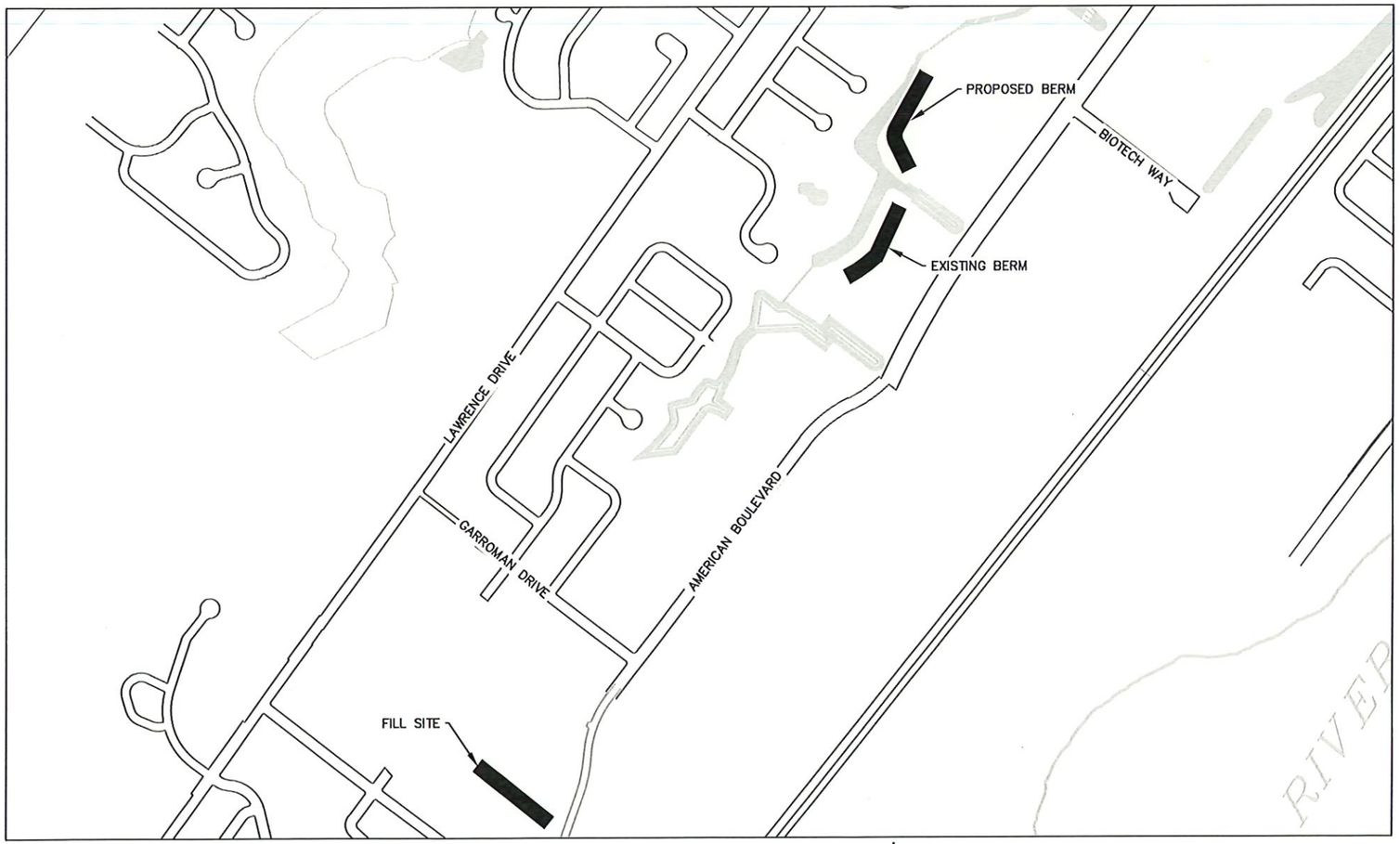
				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Relyco Plus LLC		Peters Concrete Company		MCC, Inc.	
Item	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**
STORM SEWER									
ST-01	Provide 18" Storm Sewer (RCP Class III, PVC, or PP)	LF	130	$86.93	$11,300.90	$83.15	$10,809.50	$103.00	$13,390.00
ST-02	Remove and Replace 18" Storm Sewer (RCP Class III, PVC, or PP)	LF	30	$81.92	$2,457.60	$83.15	$2,494.50	$127.00	$3,810.00
ST-03	Relocate Existing 18" RCP Endwall	EA	1	$790.00	$790.00	$750.00	$750.00	$1,600.00	$1,600.00
ST-04	Provide 18" RCP Endwall	EA	4	$1,258.50	$5,034.00	$1,700.00	$6,800.00	$2,275.00	$9,100.00
ST-05	Abandon/Remove Storm Sewer and Appurtenances	LS	1	$1,195.00	$1,195.00	$1,500.00	$1,500.00	$4,080.00	$4,080.00
STREET AND DRAINAGE									
SD-01	Provide Clearing and Grubbing	In Dia	10	$55.00	$550.00	$5.00	$50.00	$63.00	$630.00
SD-02	Excavation and Placing Fill (Proposed Berm)	CY	9050	$5.33	$48,236.50	$5.27	$47,693.50	$4.45	$40,272.50
SD-03	Excavation and Placing Fill (Fill Stockpile)	CY	12900	$7.76	$100,104.00	$8.88	$114,552.00	$6.75	$87,075.00
SD-04	Top Soil Stripping (Proposed Berm)	SY	7890	$0.61	$4,812.90	$0.45	$3,550.50	$1.15	$9,073.50
SD-05	Top Soil Stripping at Fill Stockpile	SY	2200	$0.61	$1,342.00	$0.45	$990.00	$1.15	$2,530.00
SD-06	Drainage Swale Ditching	LF	300	$3.70	$1,110.00	$5.00	$1,500.00	$10.00	$3,000.00
SD-07	Landscaping - Topsoil, Seed, Erosion Mat Class I Urban and Fertilizer	SY	8500	$3.09	$26,265.00	$2.96	$25,160.00	$3.20	$27,200.00
SD-08	Landscaping - Topsoil, Temporary Nurse Crop, Erosion Mat Class I Urban and Fertilizer	SY	4500	$2.61	$11,745.00	$2.86	$12,870.00	$3.10	$13,950.00
SD-09	Landscaping - Topsoil, Seed, Mulch and Fertilizer	SY	2300	$2.21	$5,083.00	$1.95	$4,485.00	$2.55	$5,865.00
SD-10	Landscaping - Topsoil, Temporary Nurse Crop and Mulch	SY	34400	$0.58	$19,952.00	$1.05	$36,120.00	$1.55	$53,320.00
SPECIAL CONSTRUCTION									
SC-01	Provide Silt Fence	LF	1600	$2.10	$3,360.00	$2.75	$4,400.00	$3.00	$4,800.00
SC-02	Erosion Bale Ditch Checks	EA	60	$15.00	$900.00	$0.01	$0.60	$0.01	$0.60
SC-03	Inlet Protection Type D	EA	4	$130.00	$520.00	$0.01	$0.04	$0.01	$0.04
SC-04	Provide Medium Rip Rap and Geotextile Fabric (Type HR)	SY	210	$42.14	$8,849.40	$35.80	$7,518.00	$38.00	$7,980.00
SC-05	Provide Tracking Pad	EA	2	$0.01	$0.02	$1,500.00	$3,000.00	$1,160.00	$2,320.00
		TOTAL AMOUNT BID:			**$253,607.32**		**$284,243.64**		**$289,996.64**

PROJECT 26-23
BERM CONSTRUCTION

CITY OF DE PERE

DE PERE

ENGINEER DIVISION
925 S. SIXTH ST
DE PERE, WI 54115



SITE LOCATION MAP
N.T.S.

SHEET NO.	DESCRIPTION
G001	TITLE SHEET
G002	STANDARD ABBREVIATION & SYMBOLS
C101	STORM PLAN AND PROFILE SHEETS
C401 – C402	GRADING PLAN SHEETS
C403	ACCESS ROUTE PLAN SHEET
C404	RESTORATION PLAN SHEET
C405	EROSION CONTROL PLAN SHEET
C406	FILL SITE GRADING AND EROSION CONTROL PLAN SHEET
C407	FILL SITE ACCESS ROUTE AND RESTORATION PLAN SHEET
C501	CONSTRUCTION DETAILS

CITY OF DE PERE
BOARD OF PUBLIC WORKS

5/13/2026 — DATE — E. P. Rakers — CITY ENGINEER

5/13/24 — DATE — CITY MANAGER

STAMPS:

WISCONSIN
ERIC P. RAKERS
E-30929
GREEN BAY, WI
PROFESSIONAL ENGINEER
5/13/2026

City of De Pere, Wisconsin **7.E**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	City Clerk
From:	Carey Danen, City Clerk
Subject:	Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage/"Class C" Wine license for De Pere Hotel Associates, LLC (DBA TownePlace Suites), 215 N Wisconsin St. Agent: Tammy Fraley, Caledonia WI.
Recommendation:	Motion to approve.

Attachments:
TownePlace Suites

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	2026-27

6/2/26

Application Type *(check one)*

● Initial (New) ☐ Renewal

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

Class "A" Beer . . . . . $ _____
☑ Class "B" Beer . . . . . $ _____
☐ "Class A" Liquor . . . . . $ _____
☐ Regular "Class B" Liquor $ _____
☐ "Class A" Liquor (cider only) $ _____
☐ Reserve "Class B" Liquor $ _____
☑ "Class C" Liquor (wine only) $ _____
☐ Above-Quota "Class B" Liquor . . . . . $ _____

Fees	
License Fee(s)	$
Background Check Fee	$
Publication Fee	$30.00
Total Fees	$30

Ph# 21016

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
De Pere Hotel Associates, LLC

2. Business Trade Name or DBA
TownePlace Suites

3. FEIN
33-3260249

4. Wisconsin Seller's Permit Number
456-1032499826-02

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ● Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? . . . . . ● Yes ☐ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization
WI

8. Date of Organization
02/02/2025

9. Wisconsin DFI Registration Number
206105

10. Premises Address
215 N. WISCONSIN ST.

11. City
DE PERE

12. State
WI

13. Zip Code
54115

14. County
Brown

15. Governing Municipality: ☒ City ☐ Town ☐ Village of: De Pere

16. Aldermanic District

17. Premises Phone
[redacted]

18. Premises Email
[redacted]

19. Website
[redacted]

20. Premises Description

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

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☐

The first floor of the hotel to be licensed including the market area where the beer and wine is to be sold that is adjacent to the welcome desk. Guests must pay at the front desk for all market purchases. All beer and wine will be stored in a locked cooler. Invoices will be kept in the general manager's office.

21. Mailing Address (if different from premises address)
801 E. 2ND AVE, SUITE 200

22. City
CORALVILLE

23. State
IA

24. Zip Code
52241

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed _____ Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed _____ Was sentence completed? . . . . . ☐ Yes ☐ No

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

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

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

4. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . . ☐ Yes ☒ No
5. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine?. . . . . ☐ Yes ☒ No
6. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . . ☐ Yes ☒ No

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☑ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☑ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☑ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☑ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Kinseth	Bruce	

Title	Email	Phone
Member	[redacted]	[redacted]

Signature	Date
eSigned via GovOS.com Bruce Kinseth Key 42ca1cc0-4b5c-45b2-b00d-c2c3471b3727	06-02-2026

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☑ Original (no fee) ☐ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
DE PERE HOTEL ASSOCIATES, LLC

2. Business Trade Name or DBA
TOWNEPLACE SUITES

3. Entity Type *(check one)*
☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☑ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
FRALEY	TAMMY	

4. Email [redacted]

5. Phone [redacted]

6. Home Address
6522 Running Horse Rd

7. City	8. State	9. Zip Code	10. Date of Birth
Caledonia	WI	53402	([redacted]

11. Driver's License/State ID Number [redacted]

12. Driver's License/State ID State of Issuance
WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☑ Yes ☐ No
Submit proof of completion.

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☑ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? ☑ Yes ☐ No
See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Kinseth	Bruce	

Title	Email	Phone
Member	[redacted]	[redacted]

Signature	Date

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Fraley	Tammy	

Signature	Date

City of De Pere, Wisconsin **7.F**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	City Clerk
From:	Carey Danen, City Clerk
Subject:	Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2026 through June 30, 2027.
Recommendation:	

The Police Department conducts background checks twice a month for all applications received during the previous two weeks. Due to the timing of this practice, results have not been received as of the agenda publication deadline. If approved, the Clerk's office will not renew the licenses until the background check results have been confirmed.

Attachments:
None

City of De Pere, Wisconsin

7.F.i

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	City Clerk
From:	Carey Danen, City Clerk
Subject:	Class "A" Fermented Malt Beverage/"Class A" Intoxicating Liquor licenses.
Recommendation:	Motion to approve.

1. AANR LLC (DBA Broadway BP), 302 N Broadway. Agent: Devendra Tiwari, Abrams WI.

2. Ganesh Enterprise Inc. (DBA Reid St Station), 401 Reid St. Agent: Pradip Patel, De Pere WI.

Attachments:
Broadway BP, Reid St Station

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	2026-27

Application Type *(check one)*

☐ Initial (New) ● Renewal

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

☑ Class "A" Beer . . . . . $ _____ Class "B" Beer . . . . . $ _____

☑ "Class A" Liquor . . . . . $ _____ ☐ Regular "Class B" Liquor $ _____

☐ "Class A" Liquor (cider only) $ _____ ☐ Reserve "Class B" Liquor $ _____

☐ "Class C" Liquor (wine only) $ _____ ☐ Above-Quota "Class B" Liquor . . . . . $ _____

Fees	
License Fee(s)	$
Background Check Fee	$
Publication Fee	$30.00
Total Fees	$30

A# 20992

Part A: Premises/Business Information

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

2. Business Trade Name or DBA
BROADWAY BP

3. FEIN
33-3892127

4. Wisconsin Seller's Permit Number
456-1031979954-02

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ● Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? . . . . . ☐ Yes ☐ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization

8. Date of Organization

9. Wisconsin DFI Registration Number

10. Premises Address
302 N BROADWAY

11. City
DE PERE

12. State
WI

13. Zip Code
54101

14. County
Brown

15. Governing Municipality: ☒ City ☐ Town ☐ Village of: De Pere

16. Aldermanic District

17. Premises Phone
[redacted]

18. Premises Email
[redacted]

19. Website
N/A

20. Premises Description

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

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☑

21. Mailing Address (if different from premises address)

22. City

23. State

24. Zip Code

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

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

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

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

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

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

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

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☑ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☑ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☑ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☑ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
TIWARI	DEVENDRA	

Title	Email	Phone
MEMBER	[redacted]	[redacted]

Signature	Date
eSigned via GovOS.com DEVENDRA TIWARI Key: 42ca1cc9-41a5c-4662-b60d-e2c3471b3727	05-29-2026

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☉ Original (no fee) ☐ Successor ($10 fee for municipal licensees only) If box is checked, we will invoice separately.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
AANR LLC

2. Business Trade Name or DBA
BROADWAY BP

3. Entity Type *(check one)*
☉ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☐ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Tiwari	Devendra	N/A

4. Email	5. Phone
[redacted]	[redacted]

6. Home Address
5784 Oak Orchard Rd

7. City	8. State	9. Zip Code	10. Age
Abrams	WI	54101	35

11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ☉ Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☉ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ☉ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
TIWARI	DEVENDRA	

Title	Email	Phone
OWNER	[redacted]	[redacted]

Signature	Date
eSigned via GovOS.com DEVENDRA TIWARI Key: 30e0a6fd-bfcc-43b7-ab1f-04ee971e8d77	05-29-2026

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Tiwari	Devendra	

Signature	Date
eSigned via GovOS.com Key: 6d52a186-e0d0-42ff-a5d9-e8c3efa34e8a	06012026

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. **Read instructions on page 3.)**

For the license period beginning: 07 01 2026 *(mm dd yyyy)* ending: 06 30 2026 *(mm dd yyyy)*

To the Governing Body of the: ☐ Town of ☑ Village of ☐ City of DE PERE

County of BROWN Aldermanic Dist. No.____ (if required by ordinance)

Check one: ☐ Individual ☐ Partnership ☑ Limited Liability Company ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number 456-1029415947-02.	
FEIN Number 82-1623518	
TYPE OF LICENSE REQUESTED	**FEE**
☒ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☒ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30 - R# 210103
TOTAL FEE	$

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
PATEL	PRADIP	A	4443 OAK RIDGE CT, DE PERE WI 54115
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
GANESH ENTERPRISE INC	401 REID ST DE PERE WI 54115

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
PATEL	PRADIP	A	4443 OAK RIDGE CT DE PERE WI 54115

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
PATEL	PRADIP	A	4443 OAK RIDGE CT DE PERE WI 54115
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name REID ST STATION Business Phone Number ____
2. Address of Premises 401 REID ST DE PERE WI Post Office & Zip Code 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? . . . . . Yes ☑ ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) LIQUOR WILL BE SOLD IN SIDE PREMISES AND STORAGE WOULD BE IN BACK ROOM

5. Legal description (omit if street address is given on previous page): 401 REID ST DE PERE WI 54115

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☑ No

   b. Are **charges** for **any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☑ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☑ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☑ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☑ Yes ☐ No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☑ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☑ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? (**Note:** Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees). ☐ Yes ☑ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
PATEL PRDADIP A	OWNER	06/05/2026
Signature	Phone Number	Email Address

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Form
AB-101

Alcohol Beverage Appointment of Agent

Date 06/04/27

Agent Type *(check one)*

☐ Original (no fee) ☐ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
GANESH ENTERPRISE INC

2. Business Trade Name or DBA
Reid St Stations.

3. Entity Type *(check one)*
☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☒ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number
456-102941594-02

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
PATEL	PRADIP	A

4. Email
Montu7777@GMAIL.COM

5. Phone

6. Home Address
4443 Oak Ridge Ct

7. City	8. State	9. Zip Code	10. Date of Birth
De Pere	WI	54115	

11. Driver's License/State ID Number	12. Driver's License/State ID State of Issuance
	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ☒ Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire*(permittee)? ☒ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ☒ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
PATEL	PRADIP	A

Title	Email	Phone
OWNER		

Signature	Date
	06/08/27

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
PATEL	PRADIP	A

Signature	Date
	06/08/27

City of De Pere, Wisconsin **7.F.ii**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	City Clerk
From:	Carey Danen, City Clerk
Subject:	Class "B" Fermented Malt Beverage/"Class C" Wine license.
Recommendation:	Motion to approve.

1. Nature's Plant Nook (DBA Big Cheddar Bounce), 2125 American Blvd. Agent: Marcus Merckx, De Pere WI.

Attachments:
Big Cheddar Bounce

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

Application Type *(check one)*

☐ Initial (New) ☐ Renewal

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

☐ Class "A" Beer . . . . . $ _____
☑ Class "B" Beer . . . . . $ _____
☐ "Class A" Liquor . . . . . $ _____
☐ Regular "Class B" Liquor $ _____
☐ "Class A" Liquor (cider only) $ _____
☐ Reserve "Class B" Liquor $ _____
☑ "Class C" Liquor (wine only) $ _____
☐ Above-Quota "Class B" Liquor . . . . . $ _____

Fees	
License Fee(s)	$
Background Check Fee	$
Publication Fee	$ 30.00
Total Fees	$

RH 21642

Part A: Premises/Business Information

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

2. Business Trade Name or DBA
Big Cheddar Bounce

3. FEIN
99-3615508

4. Wisconsin Seller's Permit Number
456-1031782594-02

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? . . . . . ☐ Yes ☐ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization
Wisconsin

8. Date of Organization
1-1-26

9. Wisconsin DFI Registration Number

10. Premises Address
2125 American Blvd

11. City
DePere

12. State
WI

13. Zip Code
54115

14. County
Brown

15. Governing Municipality: ☐ City ☐ Town ☐ Village of: _____

16. Aldermanic District

17. Premises Phone
[redacted]

18. Premises Email
[redacted]

19. Website
Bigcheddarbounce.com

20. Premises Description

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

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☑

21. Mailing Address (if different from premises address)

22. City

23. State

24. Zip Code

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

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

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

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

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

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

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

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☒ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☑ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☐ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☑ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Merckx	Marcus	J

Title	Email	Phone
Owner	[redacted]	

Signature	Date

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☑ Original (no fee) ☐ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Natures Plant nook

2. Business Trade Name or DBA
B.'s Cheddar Bounce

3. Entity Type *(check one)*
☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☑ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Mertex	Marcus	J

4. Email [redacted] 5. Phone

6. Home Address
2006 Nobby st

7. City	8. State	9. Zip Code	10. Age
Nepere	WI	54115	43

11. Drivers License/State ID Number [redacted]

12. Drivers License/State ID State of Issuance
WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☑ Yes ☐ No
Submit proof of completion.

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire?* ☑ Yes ☐ No
Submit a completed Form AB-100 with this form.

3. Have you been a Wisconsin resident for at least 90 continuous days? ☑ Yes ☐ No
See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Merchx	Marcus	J

Title	Email	Phone
Owner	[redacted]	

Signature	Date
	6-9-26

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, herby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Merchx	Marcus	J

Signature	Date
	6-9-26

City of De Pere, Wisconsin **7.F.iii**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	City Clerk
From:	Carey Danen, City Clerk
Subject:	Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor licenses.
Recommendation:	Motion to approve.

Alchris (DBA Drift Inn), 1535 N Ashland Ave. Agent: Gail Kozlovski, De Pere, WI.

De Pere Cultural Foundation, Inc. (DBA Mulva Cultural Center), 221 S Broadway St. Agent: Marvin Wall, De Pere WI.

DKG Entertainment, LLC (DBA Sidekicks Bar & Grill), 930 Main Av. Agent: Denise Gajeski, De Pere WI.

GSO LLC (DBA Julie's Café/Brickhouse), 500 Grant St. Agent: Troy Metzler, De Pere WI.

Jacob P. Vieau LLC, Inc. (DBA Jake's Place), 600 George St. Agent: Jacob Vieau, De Pere WI.

La Vie Carrie, LLC (DBA La Vie Taverne), 421 George St, Ste 101. Agent: Carrie Cameron-McDonald, De Pere WI.

The Landing Bar & Grill, LLC (DBA The Landing Bar & Grill), 1605 Fort Howard Av Suite C. Agent: Elizabeth Vandeyacht, Suamico WI.

Nuk's Thai LLC (DBA Nuk's Thai), 201 James St. Agent: Mert Chanthasena, De Pere WI.

Otters On Birch, LLC (DBA Otters On Birch), 617 Birch St. Agent: William Faucett, Appleton WI.

Re-Serve Capacity & Supply, LLC (DBA The Longbranch), 334 Main Av. Agent: Kevin Bauer, De Pere WI.

St. Norbert College, Inc. (DBA St. Norbert College), 100 Grant St. Agent: Anna Haroldson, New Franken WI.

Scotty Dog’s Pub, LLC (DBA Scotty Dog’s Pub), 127 N Broadway. Agent: Gretchen Trowbridge, De Pere WI.

Stella’s On Main, LLC (DBA Stella’s On Main), 401 Main Av. Agent: William Schleis, Green Bay WI.

Sweet Willow Herbals and Café, LLC (DBA Sweet Willow Herbals and Café), 109 S Broadway. Agent: Kathleen Ratteree, Denmark WI.

Attachments:
Sidekicks Bar and Grill, Julie's Cafe & Brickhouse, Jakes Place, The Landing, Nuk's Thai, Otters On Birch, The Longbranch, St. Norbert College, Scotty Dog's Pub, Stella's, Sweet Willow Herbals and Cafe, Mulva Cultural Center, Drift Inn, La Vie Taverne

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

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

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

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
DKG ENTERTAINMENT, LLC

2. Business Trade Name or DBA
SIDEKICKS BAR + GRILL

3. FEIN
83-0409714

4. Wisconsin Seller's Permit Number
456-0000442958-02

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization
WISCONSIN

7. Date of Organization
4-2-2002

8. Wisconsin DFI Registration Number

9. Premises Address
930 MAIN AVE

10. City
DE PERE

11. State
WI

12. Zip Code

13. County
BROWN

14. Governing Municipality: ☒ City ☐ Town ☐ Village
of: DE PERE

15. Aldermanic District

16. Premises Phone
[redacted]

17. Premises Email
[redacted]

18. Website

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

20. Mailing Address (if different from premises address)
846 ELM ST.

21. City
DE PERE

22. State
WI

23. Zip Code
54115

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

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

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

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

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

4a. Name of Business Entity	4b. Business Entity FEIN

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

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

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

Part C: Individual Information

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

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

Last Name	First Name	Title	Phone
DENISE GAJESKI		OWNER	[redacted]

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
GAJESKI	DENISE	A.

Title	Email	Phone
OWNER	[redacted]	

Signature	Date
Denise Gajeski	4-11-2026

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☐ Original (no fee) ☐ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
DKG ENTERTAINMENT, LLC

2. Business Trade Name or DBA
SIDEKICKS Bar & Grill

3. Entity Type *(check one)*
☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☒ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
GAJESKI	DENISE	A

4. Email	5. Phone
[redacted]	[redacted]

6. Home Address
846 ELM ST

7. City	8. State	9. Zip Code	10. Date of Birth
DE PERE	WI	54115	[redacted]

11. Driver's License/State ID Number	12. Driver's License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ☒ Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☒ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ☒ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
GAJESKI	DENISE	A

Title	Email	Phone
OWNER	[redacted]	[redacted]

Signature	Date
Denise Gajeski	6-3-2026

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
GAJESKI	DENISE	A

Signature	Date
Denise Gajeski	6-3-2026

Rec'd 6/1/26

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

Application Type *(check one)*

☐ Initial (New) ☐ Renewal

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

☐ Class "A" Beer . . . . . $ _____ ☒ Class "B" Beer . . . . . $ _____

☐ "Class A" Liquor . . . . . $ _____ ☒ Regular "Class B" Liquor $ _____

☐ "Class A" Liquor (cider only) $ _____ ☐ Reserve "Class B" Liquor $ _____

☐ "Class C" Liquor (wine only) $ _____ ☐ Above-Quota "Class B" Liquor . . . . . $ _____

Fees	
License Fee(s)	$
Background Check Fee	$
Publication Fee	$ 30.00
Total Fees	$

Ck # 20781

Part A: Premises/Business Information

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

2. Business Trade Name or DBA: Julie's Cafe / Brick House

3. FEIN: 47-1402348

4. Wisconsin Seller's Permit Number: 456-1028688593-02

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? . . . . . ☐ Yes ☒ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization	8. Date of Organization	9. Wisconsin DFI Registration Number
WI	7/14/14	G050792

10. Premises Address: 500 Grant St.

11. City	12. State	13. Zip Code
De Pere	WI	54115

14. County	15. Governing Municipality: ☒ City ☐ Town ☐ Village of:	16. Aldermanic District
Brown	De Pere	

17. Premises Phone	18. Premises Email	19. Website
[redacted]	[redacted]	

20. Premises Description

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

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☒

21. Mailing Address (if different from premises address)

22. City	23. State	24. Zip Code

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

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

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

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

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

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

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

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☒ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☑ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☑ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☑ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Metzler	Troy	M.

Title	Email	Phone
Member	[redacted]	

Signature	Date
	5/31/24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☐ Original (no fee) ☐ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor): GSO LLC

2. Business Trade Name or DBA: Julie's Cafe / Brickhouse

3. Entity Type *(check one)*: ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*: ☐ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Metzler	Troy	M.

4. Email: [redacted] 5. Phone: [redacted]

6. Home Address: 2420 Watson Cir.

7. City	8. State	9. Zip Code	10. Date of Birth
De Pere	WI	54115	[redacted]

11. Driver's License/State ID Number	12. Driver's License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ☒ Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☒ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ☒ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Metzler	Troy	M

Title	Email	Phone
Member	[redacted]	[redacted]

Signature	Date
[signature]	5/31/26

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Metzler	Troy	M.

Signature	Date
[signature]	5/31/26

6/8/26

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

Application Type *(check one)*

☐ Initial (New) ☑ Renewal

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

☐ Class "A" Beer . . . . . $ _____
☑ Class "B" Beer . . . . . $ _____
☐ "Class A" Liquor . . . . . $ _____
☑ Regular "Class B" Liquor $ _____
☐ "Class A" Liquor (cider only) $ _____
☐ Reserve "Class B" Liquor $ _____
☐ "Class C" Liquor (wine only) $ _____
☐ Above-Quota "Class B" Liquor . . . . . $ _____

Fees	
License Fee(s)	$
Background Check Fee	$
Publication Fee	$
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): JACOB P. VIEAU LLC, INC DBA: JAKE'S PLACE

2. Business Trade Name or DBA: JAKE'S PLACE

3. FEIN: 88-1952078

4. Wisconsin Seller's Permit Number: 456-103103989-04

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? . . . . . ☐ Yes ☑ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization: WI

8. Date of Organization: 04/25/2022

9. Wisconsin DFI Registration Number:

10. Premises Address:

11. City: DE PERE

12. State: WI

13. Zip Code: 54115

14. County:

15. Governing Municipality: ☑ City ☐ Town ☐ Village of: DE PERE

16. Aldermanic District:

17. Premises Phone: [redacted]

18. Premises Email: [redacted]

19. Website: N/A

20. Premises Description

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

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☑

21. Mailing Address (if different from premises address): 600 George St

22. City: DE PERE

23. State: WI

24. Zip Code: 54115

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

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

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

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

4. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . . ☒ Yes ☐ No
5. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . . ☐ Yes ☑ No
6. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . . ☐ Yes ☑ No

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☑ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☑ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☑ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☑ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
VIEAU	JACOB	P.

Title	Email	Phone
OWNER	[redacted]	

Signature	Date
[signature]	05/29/2026

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☐ Original (no fee) ☐ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
JACOB P. VIEAU LLC

2. Business Trade Name or DBA
JAKE'S PLACE

3. Entity Type *(check one)*
☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☑ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
VIEAU	JACOB	P

4. Email [redacted]

5. Phone [redacted]

6. Home Address
600 N. ADAMS ST.

7. City	8. State	9. Zip Code	10. Age
DE PERE, WI	WI	54115	50

11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance
V000-4357-5307-09	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☐ Yes ☑ No
Submit proof of completion.

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire?* ☑ Yes ☐ No
Submit a completed Form AB-100 with this form.

3. Have you been a Wisconsin resident for at least 90 continuous days? ☑ Yes ☐ No
See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
VIEAU	JACOB	P

Title	Email	Phone
OWNER	[redacted]	

Signature	Date
JACOB VIEAU	05/29/2026

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, herby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
VIEAU	JACOB	P

Signature	Date
JACOB VIEAU	05/29/2026

5/27/26

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

Application Type *(check one)*

☐ Initial (New) ☒ Renewal

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

☐ Class "A" Beer . . . . . $ _____
☒ Class "B" Beer . . . . . $ _____
☐ "Class A" Liquor . . . . . $ _____
☒ Regular "Class B" Liquor $ _____
☐ "Class A" Liquor (cider only) $ _____
Reserve "Class B" Liquor $ _____
☐ "Class C" Liquor (wine only) $ _____
☐ Above-Quota "Class B" Liquor . . . . . $ _____

Fees	
License Fee(s)	$
Background Check Fee	$
Publication Fee	$ 35.00
Total Fees	$

A# 209762

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
The Landing Bar & Grill LLC

2. Business Trade Name or DBA
The Landing Bar & Grill

3. FEIN
46-2472479

4. Wisconsin Seller's Permit Number
456-1028188202

5. Entity Type *(check one)*
☒ ~~Sole Proprietor~~ ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? . . . . . ☐ Yes ☒ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization
WI

8. Date of Organization
7-1-13

9. Wisconsin DFI Registration Number
T059420

10. Premises Address
1605 Fort Howard Ave. Suite C

11. City
De Pere

12. State
WI

13. Zip Code
54115

14. County
Brown

15. Governing Municipality: ☒ City ☐ Town ☐ Village of: De Pere

16. Aldermanic District

17. Premises Phone
[redacted]

18. Premises Email

19. Website

20. Premises Description

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

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☒

21. Mailing Address (if different from premises address)

22. City

23. State

24. Zip Code

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

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

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

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

4. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . . ☒ Yes ☒ No
5. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . . ☐ Yes ☒ No
6. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . . ☐ Yes ☒ No

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☒ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☒ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☐ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☒ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Vandeyacht	Elizabeth A Vandey	A

Title	Email	Phone
Owner	[redacted]	[redacted]

Signature	Date
Elizabeth A. Vandeyacht	5-21-26

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☒ Original (no fee) ☐ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
The Landing Bar & Grill LLC

2. Business Trade Name or DBA
The Landing Bar & Grill

3. Entity Type *(check one)*
☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☒ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Vandeyacht	Elizabeth	A

4. Email [redacted]

5. Phone [redacted]

6. Home Address
1463 Sunset Beach Rd.

7. City	8. State	9. Zip Code	10. Date of Birth
Suamico	WI	54173	[redacted]

11. Driver's License/State ID Number [redacted]

12. Driver's License/State ID State of Issuance

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ☐ Yes ☒ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☒ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ☒ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Vandeyacht	Elizabeth	A

Title	Email	Phone
Owner	[redacted]	[redacted]

Signature	Date
Elizabeth C. Vandeyacht	5-27-26

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Vandeyacht	Elizabeth	A

Signature	Date
Elizabeth C. Vandeyacht	5-27-26

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

Application Type *(check one)*

☐ Initial (New) ☑ Renewal

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

☐ Class "A" Beer . . . . . $ _____
☑ Class "B" Beer . . . . . $ _____
☐ "Class A" Liquor . . . . . $ _____
☑ Regular "Class B" Liquor $ _____
☐ "Class A" Liquor (cider only) $ _____
☒ Reserve "Class B" Liquor $ _____
☐ "Class C" Liquor (wine only) $ _____
☐ Above-Quota "Class B" Liquor . . . . . $ _____

Fees	
License Fee(s)	$
Background Check Fee	$
Publication Fee	$ 30 - 209832
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Nuk's Thai LLC

2. Business Trade Name or DBA
Nuks Thai LLC

3. FEIN
874229146

4. Wisconsin Seller's Permit Number
456-0001720493-04

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☑ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? . . . . . ☑ Yes ☐ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization
WI

8. Date of Organization

9. Wisconsin DFI Registration Number
–

10. Premises Address
201 James st

11. City
De Pere

12. State
WI

13. Zip Code
54115

14. County
Brown

15. Governing Municipality: ☐ City ☑ Town ☐ Village of: _____

16. Aldermanic District

17. Premises Phone
[redacted]

18. Premises Email
[redacted]

19. Website
–

20. Premises Description

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

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☑

21. Mailing Address (if different from premises address)

22. City

23. State

24. Zip Code

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

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

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

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

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

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

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

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☑ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☑ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☑ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☑ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Chanthasena	Manasanoke	

Title	Email	Phone
Owner	[redacted]	[redacted]

Signature	Date
	05/29/26

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-101

Alcohol Beverage Appointment of Agent

Date
05/29/2026

Agent Type *(check one)*

☑ Original (no fee) ☐ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Nuks Thai LLC

2. Business Trade Name or DBA
Nuks Thai LLC

3. Entity Type *(check one)*
☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☑ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Chanthasena	Mert	

4. Email [redacted]

5. Phone [redacted]

6. Home Address
201 James st

7. City	8. State	9. Zip Code	10. Date of Birth
De Pere	WI	54115	[redacted]

11. Driver's License/State ID Number [redacted]

12. Driver's License/State ID State of Issuance
WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ☑ Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☑ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ☑ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Chanthasena	Manasanoke	

Title	Email	Phone
Owner	[redacted]	[redacted]

Signature	Date
	05/29/26

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Chanthasena	Manasanoke	

Signature	Date
	5/29/26

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	2026-27

Application Type *(check one)*

☐ Initial (New) ● Renewal

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

Class "A" Beer ..... $ _____	☑ Class "B" Beer ..... $ _____
☐ "Class A" Liquor ..... $ _____	☑ Regular "Class B" Liquor $ _____
☐ "Class A" Liquor (cider only) $ _____	☐ Reserve "Class B" Liquor $ _____
☐ "Class C" Liquor (wine only) $ _____	☐ Above-Quota "Class B" Liquor ..... $ _____

Fees	
License Fee(s)	$
Background Check Fee	$
Publication Fee	$30.00
Total Fees	$30

Pd #209416

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Otters On Birch, LLC

2. Business Trade Name or DBA
Otters On Birch

3. FEIN
39-3804380

4. Wisconsin Seller's Permit Number
456-1032151485-04

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ● Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? ..... ☐ Yes ● No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization
WI

8. Date of Organization
08152025

9. Wisconsin DFI Registration Number
O046939

10. Premises Address
617 Birch Street

11. City
De Pere

12. State
WI

13. Zip Code
54115

14. County
Brown

15. Governing Municipality: ☒ City ☐ Town ☐ Village of: De Pere

16. Aldermanic District

17. Premises Phone
[redacted]

18. Premises Email
[redacted]

19. Website
n/a

20. Premises Description

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

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☐

First floor food and beverage service, basement storage, living quarters on second floor.

21. Mailing Address (if different from premises address)

22. City

23. State

24. Zip Code

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No	

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

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

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

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

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

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

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☑ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☑ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☑ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☑ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Faucett	William	A

Title	Email	Phone
Manager	[redacted]	[redacted]

Signature	Date
eSigned via GovOS.com William A. Faucett Key: 42ca1cc9-4b5c-46d2-b60d-e2c3471b3727	05-28-2026

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-101

Alcohol Beverage Appointment of Agent

Date
05282026

Agent Type *(check one)*

[x] Original (no fee) [ ] Successor ($10 fee for municipal licensees only) If box is checked, we will invoice separately.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Otters On Birch, LLC

2. Business Trade Name or DBA
Otters On Birch

3. Entity Type *(check one)*
[x] Limited Liability Company [ ] Corporation [ ] Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
[ ] Municipal Retail License [ ] State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number
Wisconsin

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Faucett	William	A

4. Email	5. Phone
[redacted]	[redacted]

6. Home Address
W4318 Markville Rd.

7. City	8. State	9. Zip Code	10. Age
Appleton	WI	54913	30

11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. [x] Yes [ ] No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? [x] Yes [ ] No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. [x] Yes [ ] No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Faucett	William	A

Title	Email	Phone
Manager	[redacted]	[redacted]

Signature	Date
William A. Faucett	05282026

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Faucett	William	A

Signature	Date
WAF	

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	2026-27

Application Type *(check one)*

☐ Initial (New) ● Renewal

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

Class "A" Beer . . . . . $ _____	☑ Class "B" Beer . . . . . $ _____
☐ "Class A" Liquor . . . . . $ _____	☑ Regular "Class B" Liquor $ _____
☐ "Class A" Liquor (cider only) $ _____	☐ Reserve "Class B" Liquor $ _____
☐ "Class C" Liquor (wine only) $ _____	☐ Above-Quota "Class B" Liquor . . . . . $ _____

Fees	
License Fee(s)	$
Background Check Fee	$
Publication Fee	$30.00
Total Fees	$30

Pd #209495

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Re-Serve Capacity & Supply, LLC

2. Business Trade Name or DBA
The Longbranch

3. FEIN	4. Wisconsin Seller's Permit Number
26-4074701	456-102944365-02

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ● Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? . . . . . ☐ Yes ☐ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization	8. Date of Organization	9. Wisconsin DFI Registration Number
WI	20Jan2009	R050699

10. Premises Address
334 Main Ave

11. City	12. State	13. Zip Code
De Pere	WI	54115

14. County	15. Governing Municipality: ☒ City ☐ Town ☐ Village of: De Pere	16. Aldermanic District
Brown		

17. Premises Phone	18. Premises Email	19. Website
[redacted]	[redacted]	n/a

20. Premises Description
Initial (New Applicants Only): Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☐
First floor bar and basement storage. Second floor is an apartment.

21. Mailing Address (if different from premises address)

22. City	23. State	24. Zip Code

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

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

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

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

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

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

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

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☑ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☑ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☑ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☑ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Bauer	Kevin	A

Title	Email	Phone
Owner	[redacted]	[redacted]

Signature	Date
eSigned via GovOS.com Kevin A. Bauer Key: 42ca1cc9-4b5c-4662-b00d-c2c3471b3727	05-28-2026

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-101

Alcohol Beverage Appointment of Agent

Date
05282026

Agent Type *(check one)*

☒ Original (no fee) ☐ Successor ($10 fee for municipal licensees only) If box is checked, we will invoice separately.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Re-Serve Capacity & Supply, LLC

2. Business Trade Name or DBA
The Longbranch

3. Entity Type *(check one)*
☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☐ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Bauer	Kevin	A

4. Email	5. Phone
[redacted]	[redacted]

6. Home Address
5542 Sportsman Drive

7. City	8. State	9. Zip Code	10. Age
De Pere	WI	54115	51

11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ☒ Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☒ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ☒ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Bauer	Kevin	A

Title	Email	Phone
Owner	[redacted]	[redacted]

Signature	Date
eSigned via GovOS.com Kevin A. Bauer Key: 30e8a6fd-bfee-43b7-ab1f-94ee971a0d77	05282026

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Bauer	Kevin	A

Signature	Date
KAB	

Form **AB-200**

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	2026-27

Application Type *(check one)*

☐ Initial (New) ● Renewal

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

Class "A" Beer ..... $ _____	☑ Class "B" Beer ..... $ _____
☐ "Class A" Liquor ..... $ _____	☑ Regular "Class B" Liquor $ _____
☐ "Class A" Liquor (cider only) $ _____	☐ Reserve "Class B" Liquor $ _____
☐ "Class C" Liquor (wine only) $ _____	☐ Above-Quota "Class B" Liquor ..... $ _____

Fees	
License Fee(s)	$ 600
Background Check Fee	$
Publication Fee	$30.00
Total Fees	$30

Ref# 210025

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
St. Norbert College Inc

2. Business Trade Name or DBA
St. Norbert College

3. FEIN	4. Wisconsin Seller's Permit Number
39-1399196	456-1020112251-03

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ● Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? ..... ☐ Yes ● No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization	8. Date of Organization	9. Wisconsin DFI Registration Number
Wisconsin	12/29/1981	6523110

10. Premises Address
100 Grant Street

11. City	12. State	13. Zip Code
De Pere	WI	54115

14. County	15. Governing Municipality: ☒ City ☐ Town ☐ Village of:	16. Aldermanic District
Brown	De Pere	

17. Premises Phone	18. Premises Email	19. Website
[redacted]	[redacted]	

20. Premises Description

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

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☒

see attached document

21. Mailing Address (if different from premises address)

22. City	23. State	24. Zip Code

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No

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

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

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

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

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

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

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☑ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☑ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☑ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☑ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Haroldson	Anna	C

Title	Email	Phone
Associate Director of Catering & Conference	[redacted]	[redacted]

Signature [signature] Date 5/13/26

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-101

Alcohol Beverage Appointment of Agent

Date
4282026

Agent Type *(check one)*

● Original (no fee) ☐ Successor ($10 fee for municipal licensees only) If box is checked, we will invoice separately.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
St. Norbert College, Inc.

2. Business Trade Name or DBA
St. Norbert College

3. Entity Type *(check one)*
☐ Limited Liability Company ● Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☒ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number
Wisconsin

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Haroldson	Anna	C

4. Email	5. Phone
[redacted]	[redacted]

6. Home Address
3189 N County Road P

7. City	8. State	9. Zip Code	10. Age
NEW FRANKEN	WI	54229	36

11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ● Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ● Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ● Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Li	Luyan	

Title	Email	Phone
VP Business Finance/CFO	[redacted]	[redacted]

Signature	Date
Luyan Li	5/14/2026

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Haroldson	Anna	C

Signature	Date
[signature]	5/13/26

St. Norbert College 100 Grant St:
F.K. Bemis Conference Center 299 3rd St, Michels Commons 409 3rd St, Kress Inn 300 Grant St, Ray Vandenheuvel Family Campus Center 419 1st St, Cassandra Voss Center 311 Grant St, Mulva Library 400 3rd St, Bush Art Center 403 3rd St, Schneider Family Hall 290 Reid St

Storage Locations:

- F.K. Bemis Conference Center 299 3rd St - Lower level/basement in locked storage room, main level locked storage room in locked liquor cage, record storage is in Catering Manager's office on 2nd floor
- Michels Commons 409 3rd St - Lower level/basement in locked storage room, record storage is in Catering Manager's office on 2nd floor
- Kress Inn 300 Grant St - Lower level/basement locked storage room, record storage is in the main office behind the check in desk

Sold & Consumed:

- F.K. Bemis Conference Center 299 3rd St - Lower lobby, 1st floor dining room, adjacent 1st floor lobby, conference rooms on all floors, outdoor patio
- Michels Commons 409 3rd St - Ruth's marketplace, Dale's lounge, adjacent 1st floor lobby, conference rooms on all floors, Ballroom, 1st floor outdoor patio, 2nd floor outdoor patio
- Kress Inn 300 Grant St - Main entrance lounge, conference room
- Ray Vandenheuvel Family Campus Center 419 1st St - 1st floor lounge, upper outdoor patio, lower outdoor patio, Phil's Grill, 3rd floor reflection lounge
- Cassandra Voss Center 311 Grant St - Meeting room 008, main floor
- Mulva Library 400 3rd St - 1st floor flex space, 101 presentation room, 201 CNS, Ed's Cafe, 301 reflection room
- Bush Art Center 403 3rd St - 1st floor main lobby, 130 lecture hall, adjacent galleries
- Schneider Family Hall 290 Reid St - Main level lobby, main level outdoor patio, 3rd floor lounge, 3rd floor outdoor patio

Extension Application
Event Name: OctobHERfest
Event Date and Time: October 9th, 2026 4:00pm-10:00pm
Event Location: Mulva Family Fitness Gym 601 3rd St. De Pere WI 54115

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	2026-27

Application Type *(check one)*

☐ Initial (New) ☒ Renewal

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

- ☐ Class "A" Beer ..... $ _____
- ☒ Class "B" Beer ..... $ _____
- ☐ "Class A" Liquor ..... $ _____
- ☑ Regular "Class B" Liquor $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____
- ☐ Above-Quota "Class B" Liquor ..... $ _____

Fees	
License Fee(s)	$
Background Check Fee	$
Publication Fee	$30.00
Total Fees	$30

R# 208381

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship): Scotty Dog's Pub, LLC
2. Business Trade Name or DBA: Scotty Dog's Pub
3. FEIN: 99-2316933
4. Wisconsin Seller's Permit Number: 456-1031818364-04
5. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ● Limited Liability Company ☐ Corporation ☐ Nonprofit Organization
6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? ..... ☐ Yes ☐ No
   If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.
7. State of Organization: Wisconsin
8. Date of Organization:
9. Wisconsin DFI Registration Number:
10. Premises Address: 127 N Broadway
11. City: De Pere
12. State: WI
13. Zip Code: 54115
14. County: Brown
15. Governing Municipality: ☒ City ☐ Town ☐ Village of: De Pere
16. Aldermanic District:
17. Premises Phone: [redacted]
18. Premises Email: [redacted]
19. Website: DNA
20. Premises Description

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

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☑

21. Mailing Address (if different from premises address):
22. City:
23. State:
24. Zip Code:

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No	

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

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

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

4. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . . ● Yes ☐ No
5. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . . ☐ Yes ● No
6. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . . ☐ Yes ● No

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☑ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☑ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☑ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☑ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Trowbridge	Gretchen	R

Title	Email	Phone
Owner	[redacted]	[redacted]

Signature	Date
eSigned via GovOS.com Gretchen Trowbridge Key: 42ca1cc9-4b5c-4662-b00d-c2c3471b3727	04-09-2026

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

[●] Original (no fee) [ ] Successor ($10 fee for municipal licensees only) If box is checked, we will invoice separately.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Scotty Dog's Pub

2. Business Trade Name or DBA
Scotty Dog's Pub

3. Entity Type *(check one)*
[●] Limited Liability Company [ ] Corporation [ ] Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
[ ] Municipal Retail License [ ] State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number
WI

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Trowbridge	Gretchen	

4. Email	5. Phone
[redacted]	[redacted]

6. Home Address
127 N Broadway

7. City	8. State	9. Zip Code	10. Age
De Pere	WI	54115-2505	48

11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. [●] Yes [ ] No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? [●] Yes [ ] No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. [●] Yes [ ] No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Trowbridge	Gretchen	R

Title	Email	Phone
Owner	[redacted]	[redacted]

Signature	Date
eSigned via GovOS.com Gretchen Trowbridge Key: 30e8a6fd-bfcc-43b7-ab1f-04ee971a0d77	May 29, 2026

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Trowbridge	Gretchen	R

Signature	Date
GT	

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

Application Type *(check one)*

☐ Initial (New) ☒ Renewal

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

☐ Class "A" Beer . . . . . $ _____
☒ Class "B" Beer . . . . . $ _____
☐ "Class A" Liquor . . . . . $ _____
☒ Regular "Class B" Liquor $ 540.00
☐ "Class A" Liquor (cider only) $ _____
☐ Reserve "Class B" Liquor $ _____
☐ "Class C" Liquor (wine only) $ _____
☐ Above-Quota "Class B" Liquor . . . . . $ _____

Fees	
License Fee(s)	$ 540.00
Background Check Fee	$
Publication Fee	$ 30.00
Total Fees	$ 570.00

207799

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Stella's On Main LLC

2. Business Trade Name or DBA
Stella's On Main LLC

3. FEIN
45-5091-340

4. Wisconsin Seller's Permit Number
456-1027795352-02

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? . . . . . ☐ Yes ☑ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization

8. Date of Organization
03/30/2012

9. Wisconsin DFI Registration Number
S 94319

10. Premises Address
401 Main Av

11. City
DePere

12. State
Wi

13. Zip Code
54115

14. County
Brown

15. Governing Municipality: ☐ City ☐ Town ☐ Village
of: DePere

16. Aldermanic District

17. Premises Phone
[redacted]

18. Premises Email
[redacted]

19. Website
Stella's

20. Premises Description

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

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☐

Front Pub,Restaurant and Garden Patio

21. Mailing Address (if different from premises address)
2509 Sheridan Dr

22. City
Green Bay

23. State
WI

24. Zip Code
54302

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

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

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

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

4. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . . ☒ Yes ☑ No
5. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . . ☐ Yes ☑ No
6. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . . ☐ Yes ☑ No

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☑ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☐ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☐ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☐ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Schleis	William	J

Title	Email	Phone
President/Agent	[redacted]	[redacted]

Signature	Date
William Schleis	May28,2026

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Save Print Clear

Form
AB-101

Alcohol Beverage Appointment of Agent

Date
05/28/2026

Agent Type *(check one)*

☑ Original (no fee) ☐ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Stella's On Main LLC

2. Business Trade Name or DBA
Stella's On Main LLC

3. Entity Type *(check one)*
☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☐ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Schleis	William	J

4. Email	5. Phone
[redacted]	[redacted]

6. Home Address
2509 Sheridan Dr

7. City	8. State	9. Zip Code	10. Date of Birth
Green Bay	WI	54302	[redacted]

11. Driver's License/State ID Number	12. Driver's License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ☑ Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☑ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ☑ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.

Title	Email	Phone

Signature	Date

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Schleis	William	J

Signature	Date
William Schleis	05/28/26

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	De Pere
License Period	

Application Type *(check one)*

☒ Initial (New) ☐ Renewal

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

- ☐ Class "A" Beer . . . . . $ _____
- ☒ Class "B" Beer . . . . . $ _____
- ☐ "Class A" Liquor . . . . . $ _____
- ☒ Regular "Class B" Liquor $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ "Class C" Liquor (wine only) $ _____
- ☐ Above-Quota "Class B" Liquor . . . . . $ _____

Fees	
License Fee(s)	$
Background Check Fee	$
Publication Fee	$
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Sweet Willow Herbals and Cafe, LCC

2. Business Trade Name or DBA
Sweet Willow Herbals and Cafe

3. FEIN 39-4718962

4. Wisconsin Seller's Permit Number 456-1032183657-04

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? . . . . . ☐ Yes ☒ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization: Wisconsin

8. Date of Organization: ~~November 1 2025~~ Sept 22, 2025

9. Wisconsin DFI Registration Number: S163427

10. Premises Address: 109 S Broadway

11. City: De Pere

12. State: WI

13. Zip Code: 54115

14. County: Brown

15. Governing Municipality: ☒ City ☐ Town ☐ Village of: De Pere

16. Aldermanic District: District 1

17. Premises Phone [redacted]

18. Premises Email [redacted]

19. Website: SweetWillowWellness.com

20. Premises Description

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

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☒

21. Mailing Address (if different from premises address)

22. City

23. State

24. Zip Code

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

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

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

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

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

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

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

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☒ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☒ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☒ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☒ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Ratteree	Kathleen	C

Title	Email	Phone
Owner	[redacted]	[redacted]

Signature	Date
[signature]	6/8/26

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-101

Alcohol Beverage Appointment of Agent

Date 6/8/26

Agent Type *(check one)*

☒ Original (no fee) ☐ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Sweet Willow Herbals and Cafe, LLC

2. Business Trade Name or DBA
Sweet Willow Herbals and Cafe

3. Entity Type *(check one)*
☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☒ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Ratteree	Kathleen	C

4. Email [redacted] 5. Phone [redacted]

6. Home Address: 4845 Hidden Acres Lane

7. City	8. State	9. Zip Code	10. Date of Birth
Denmark	WI	54208	[redacted]

11. Driver's License/State ID Number	12. Driver's License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ☒ Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☒ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ☒ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Ratteree	Kathleen	C

Title	Email	Phone
Owner	[redacted]	

Signature	Date
[signature]	6/8/26

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Ratteree	Kathleen	C

Signature	Date
[signature]	6/8/26

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

Application Type *(check one)*

☐ Initial (New) ☑ Renewal

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

☐ Class "A" Beer . . . . . $ _____
☐ Class "B" Beer . . . . . $ _____
☐ "Class A" Liquor . . . . . $ _____
☐ Regular "Class B" Liquor $ _____
☐ "Class A" Liquor (cider only) $ _____
☐ Reserve "Class B" Liquor $ _____
☐ "Class C" Liquor (wine only) $ _____
☐ Above-Quota "Class B" Liquor . . . . . $ _____

Fees	
License Fee(s)	$ 600
Background Check Fee	$
Publication Fee	$ 30
Total Fees	$ 630.00

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
De Pere Cultural Foundation, Inc.

2. Business Trade Name or DBA
Mulva Cultural Center

3. FEIN
47-5484726

4. Wisconsin Seller's Permit Number
456-1029479008-05

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☑ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? . . . . . ☐ Yes ☐ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization
WI

8. Date of Organization
10/30/2015

9. Wisconsin DFI Registration Number
D056048

10. Premises Address
221 S Broadway Street

11. City
De Pere

12. State
WI

13. Zip Code
54115

14. County
Adams

15. Governing Municipality: ☑ City ☐ Town ☐ Village of: De Pere

16. Aldermanic District

17. Premises Phone
[redacted]

18. Premises Email
[redacted]

19. Website
mulvacenter.org

20. Premises Description

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

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☑

21. Mailing Address (if different from premises address)

22. City

23. State

24. Zip Code

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

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

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

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

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

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

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

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☐ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☐ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☑ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☐ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Wall	Marvin	A

Title	Email	Phone
Executive Director	[redacted]	[redacted]

Signature	Date
[signature]	06/08/26

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-200AA

Alcohol Beverage License Application

Appendix A - List of Persons Involved in the Applicant Business

Application Type *(check one)*

☐ Initial (New) ☑ Renewal

License Period

Instructions

This form is required supplemental material to Form AB-200, Alcohol Beverage License Application, for new and renewal applications.

The persons holding the following titles in the applicant business and any businesses referenced in Part A, Question 6, must provide contact and personal information to determine fitness to hold an alcohol beverage license under state law:

- Sole proprietor
- All partners of a partnership
- All officers, directors, and agent of a corporation or nonprofit organization
- All members or managers, and agent of a limited liability company

Contact and personal information for persons named above must be listed in the table below and submitted with this application. Attach additional sheets if necessary.

Each person holding a title named above must submit the most accurate Form AB-100 with this application.

Corporations, nonprofit organizations, and limited liability companies must submit the most accurate Form AB-101 with this application.

*Status Definitions

New: All entries on a new application or any person added to a renewal application for the first time.

Remove: This person no longer has a relationship to the applicant business.

Update: There are changes to this person's personal or contact information, or their relationship to the applicant business.

No Change: There are no changes to this person's personal or contact information, or their relationship to the applicant business.

1. Legal Business Name (individual name if sole proprietorship)
De Pere Cultural Foundation, Inc

2. Business Trade Name or DBA
Mulva Cultural Center

3. FEIN
47-5484726

Listing of Persons Involved in Applicant Business

First Name and Middle Initial	Last Name	Title/Relationship to Applicant Business	Phone Number	Email	Status*
Marvin	Wall	Executive Director	[redacted]	[redacted]	No Change

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☑ Original (no fee) ☐ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
De Pere Cultural Foundation, Inc.

2. Business Trade Name or DBA
Mulva Cultural Center

3. Entity Type *(check one)*
☐ Limited Liability Company ☐ Corporation ☑ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☑ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Wall	Marvin	A

4. Email	5. Phone
[redacted]	[redacted]

6. Home Address
1470 Midway Road

7. City	8. State	9. Zip Code	10. Date of Birth
De Pere	WI	54115	11/25/1963

11. Driver's License/State ID Number	12. Driver's License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ☑ Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☐ Yes ☑ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ☑ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Wall	Marvin	A

Title	Email	Phone
Executive Director	[redacted]	[redacted]

Signature	Date
[signature]	06/08/26

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Wall	Marvin	A

Signature	Date
[signature]	

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	2026-27

Application Type *(check one)*

☐ Initial (New) ● Renewal

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

☐ Class "A" Beer . . . . . $ _____
☐ Class "B" Beer . . . . . $ _____
☐ "Class A" Liquor . . . . . $ _____
☑ Regular "Class B" Liquor $ _____
☐ "Class A" Liquor (cider only) $ _____
☐ Reserve "Class B" Liquor $ _____
☐ "Class C" Liquor (wine only) $ _____
☐ Above-Quota "Class B" Liquor . . . . . $ _____

Fees	
License Fee(s)	$
Background Check Fee	$
Publication Fee	$30.00
Total Fees	$30

Pff 210149

Part A: Premises/Business Information

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

2. Business Trade Name or DBA
Drift Inn

3. FEIN
263925803

4. Wisconsin Seller's Permit Number
4561026723768-02

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ● Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? . . . . . ☐ Yes ● No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization
Wisconsin

8. Date of Organization

9. Wisconsin DFI Registration Number

10. Premises Address
1535 N Ashland Ave

11. City
De Pere

12. State
Wisconsi

13. Zip Code
54115

14. County
Brown

15. Governing Municipality: ☒ City ☐ Town ☐ Village of: De Pere

16. Aldermanic District

17. Premises Phone
[redacted]

18. Premises Email
[redacted]

19. Website
[redacted]

20. Premises Description
Initial (New Applicants Only): Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☑

21. Mailing Address (if different from premises address)
4900 Sportsman Dr

22. City
De Pere

23. State
Wisconsi

24. Zip Code
54115

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed

Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed

Was sentence completed? . . . . . ☐ Yes ☐ No

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

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

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

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

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

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

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☑ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☑ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☑ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☑ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Kozlovsky	Gail	M

Title	Email	Phone
Owner	[redacted]	[redacted]

Signature	Date
eSigned via GovOS.com Gail M Kozlovsky Key: 42ca1ec9-4b5c-4802-b00d-c2e3471b3727	06-08-2026

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-200AA

Alcohol Beverage License Application

Appendix A - List of Persons Involved in the Applicant Business

Application Type *(check one)*
☐ Initial (New) ● Renewal
License Period 2026-27

Instructions

This form is required supplemental material to Form AB-200, Alcohol Beverage License Application, for new and renewal applications.

The persons holding the following titles in the applicant business and any businesses referenced in Part A, Question 6, must provide contact and personal information to determine fitness to hold an alcohol beverage license under state law:

- Sole proprietor
- All partners of a partnership
- All officers, directors, and agent of a corporation or nonprofit organization
- All members or managers, and agent of a limited liability company

Contact and personal information for persons named above must be listed in the table below and submitted with this application. Attach additional sheets if necessary.

Each person holding a title named above must submit the most accurate Form AB-100 with this application.

Corporations, nonprofit organizations, and limited liability companies must submit the most accurate Form AB-101 with this application.

*Status Definitions

New: All entries on a new application or any person added to a renewal application for the first time.

Remove: This person no longer has a relationship to the applicant business.

Update: There are changes to this person's personal or contact information, or their relationship to the applicant business.

No Change: There are no changes to this person's personal or contact information, or their relationship to the applicant business.

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

2. Business Trade Name or DBA
Drift Inn

3. FEIN
2362925803

Listing of Persons Involved in Applicant Business

First Name and Middle Initial	Last Name	Title/Relationship to Applicant Business	Phone Number	Email	Status*
Gail M	Kozlovsky	Owner	[redacted]		
Jamielee R	Kozlovsky	Manager			
Christopher R	Kozlovsky	Manager			

Form
AB-101

Alcohol Beverage Appointment of Agent

Date
06092026

Agent Type *(check one)*

[x] Original (no fee) [ ] Successor ($10 fee for municipal licensees only) If box is checked, we will invoice separately.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Alchris

2. Business Trade Name or DBA
Drift Inn

3. Entity Type *(check one)*
[x] Limited Liability Company [ ] Corporation [ ] Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
[ ] Municipal Retail License [ ] State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Kozlovsky	Gail	M

4. Email	5. Phone
[redacted]	[redacted]

6. Home Address
4900 Sportsman Dr

7. City	8. State	9. Zip Code	10. Age
De Pere	Wiscon	54115	73

11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance
[redacted]	[redacted]

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. [x] Yes [ ] No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? [x] Yes [ ] No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. [x] Yes [ ] No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Kozlovsky	Gail	M

Title	Email	Phone
Owner	[redacted]	[redacted]

Signature	Date
eSigned Via DocuSign.com Gail M Kozlovsky Key: 30e0a5fd-bfcc-43b7-ab1f-04ee971a0d77	06-09-2026

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Kozlovsky	Gail	M

Signature	Date
GMK	

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of De Pere
License Period	2026-27

Application Type *(check one)*

☐ Initial (New) ☒ Renewal

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

- ☑ Class "A" Beer . . . . . $ _____
- ☐ "Class A" Liquor . . . . . $ _____
- ☐ "Class A" Liquor (cider only) $ _____
- ☐ "Class C" Liquor (wine only) $ _____
- ☑ Class "B" Beer . . . . . $ _____
- ☑ Regular "Class B" Liquor $ _____
- ☐ Reserve "Class B" Liquor $ _____
- ☐ Above-Quota "Class B" Liquor . . . . . $ _____

Fees	
License Fee(s)	$
Background Check Fee	$
Publication Fee	$30.00
Total Fees	$30

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
La Vie Carrie, LLC

2. Business Trade Name or DBA
La Vie Taverne

3. FEIN
880581044

4. Wisconsin Seller's Permit Number
456103089598002

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? . . . . . ☐ Yes ☒ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization
Wisconsin

8. Date of Organization
02092022

9. Wisconsin DFI Registration Number
L073316

10. Premises Address
421 George St. Suite 101

11. City
De Pere

12. State
Wi

13. Zip Code
54115

14. County
Brown

15. Governing Municipality: ☒ City ☐ Town ☐ Village of: De Pere

16. Aldermanic District

17. Premises Phone
[redacted]

18. Premises Email
[redacted]

19. Website
[redacted]

20. Premises Description

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

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☑

21. Mailing Address (if different from premises address)

22. City

23. State

24. Zip Code

Part B: Questions

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

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

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

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

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

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

4. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . . ☒ Yes ☐ No
5. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . . ☐ Yes ☒ No
6. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . . ☐ Yes ☒ No

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☑ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☑ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☑ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☑ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Cameron-McDonald	Carrie	A

Title	Email	Phone
Owner	[redacted]	[redacted]

Signature	Date
eSigned via CovOS.com Carrie Cameron-McDonald Key: 42ca1a3-4b5c-4862-b00d-c2c3471b3727	06-09-2026

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Form
AB-200AA

Alcohol Beverage License Application

Appendix A - List of Persons Involved in the Applicant Business

Application Type *(check one)*
☐ Initial (New) ● Renewal
License Period 2026-27

Instructions

This form is required supplemental material to Form AB-200, Alcohol Beverage License Application, for new and renewal applications.

The persons holding the following titles in the applicant business and any businesses referenced in Part A, Question 6, must provide contact and personal information to determine fitness to hold an alcohol beverage license under state law:

- Sole proprietor
- All partners of a partnership
- All officers, directors, and agent of a corporation or nonprofit organization
- All members or managers, and agent of a limited liability company

Contact and personal information for persons named above must be listed in the table below and submitted with this application. Attach additional sheets if necessary.

Each person holding a title named above must submit the most accurate Form AB-100 with this application.

Corporations, nonprofit organizations, and limited liability companies must submit the most accurate Form AB-101 with this application.

*Status Definitions

New: All entries on a new application or any person added to a renewal application for the first time.

Remove: This person no longer has a relationship to the applicant business.

Update: There are changes to this person's personal or contact information, or their relationship to the applicant business.

No Change: There are no changes to this person's personal or contact information, or their relationship to the applicant business.

1. Legal Business Name (individual name if sole proprietorship)
La Vie Carrie, LLC

2. Business Trade Name or DBA
La Vie Taverne

3. FEIN
880581044

Listing of Persons Involved in Applicant Business

First Name and Middle Initial	Last Name	Title/Relationship to Applicant Business	Phone Number	Email	Status*
Carrie A	Cameron-McDonald	Owner	[redacted]		Active

Form
AB-101

Alcohol Beverage Appointment of Agent

Date
6102026

Agent Type *(check one)*

☒ Original (no fee) ☐ Successor ($10 fee for municipal licensees only) If box is checked, we will invoice separately.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
La Vie, LLC

2. Business Trade Name or DBA
La Vie Taverne

3. Entity Type *(check one)*
☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☐ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number
WI

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Cameron-McDonald	Carrie	A

4. Email	5. Phone
[redacted]	[redacted]

6. Home Address
450 N Wisconsin St

7. City	8. State	9. Zip Code	10. Age
De Pere	WI	54115	61

11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ☒ Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☒ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ☒ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Cameron-McDonald	Carrie	A

Title	Email	Phone
Owner	[redacted]	[redacted]

Signature	Date
eSigned via GovOS.com Carrie Cameron-McDonald Key: 30e8a6fd-bfcc-43b7-ab1f-04ee971a8d77	6/10/2026

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Cameron-McDonald	Carrie	A

Signature	Date
CC SIGNED BY: CARRIE CAMERON-MCDONALD	

City of De Pere, Wisconsin **7.G**

Request for Common Council Action

Meeting Date: June 16, 2026
Department: City Clerk

From:

Subject: City Manager annual performance review.
Recommendation:

The Common Council may convene in closed session pursuant to Section 19.85(1)(c), Wis. Stats., for purposes of considering employment, promotion, compensation or performance evaluation data of any public employee. The Common 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.

Attachments:
None

City of De Pere, Wisconsin **8.A**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Public Works
From:	Scott Thoresen, Public Works Director
Subject:	Ordinance #26-12 Amending De Pere Municipal Code Section 27-5 - Rates and Charges.
Recommendation:	Motion to approve.

This ordinance in draft format was reviewed and approved unanimously by the Board of Public Works at its meeting on June 8, 2026.

Attachments:
Ord26-12, Consider Amending Municipal Code Section 27.5 - Rates and Charges 6-1-2026

ORDINANCE #26-12

AMENDING DE PERE MUNICIPAL CODE SECTION 27.5 – RATES AND CHARGES

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

Section 1. **Sec. 27.5 – Rates and charges.** is hereby amended by deleting "3,861" and replacing it with "3,767" in subsection (b)(2)a.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect following its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2026.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/08/2026
Publication Date: _____
Effective Date: _____

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: June 1, 2026
RE: Consider and Possible Action on Amending Municipal Code Section 27-5 - Rates and Charges

The City established its stormwater utility in 2005. At that time, the Equivalent Runoff Unit (ERU) was calculated by sampling 100 random residential parcels because GIS technology wasn't advanced enough to measure impervious area citywide. That sampling produced an average ERU of **3,861 square feet**.

Today, GIS allows the City to calculate the *actual* impervious area for all residential parcels that meet the standard criteria. When applying these updated measurements across the entire residential inventory, the revised residential ERU is **3,767 square feet** — about **100 square feet smaller** than the 2005 value.

Why this matters:

• Residential lots have generally become smaller and denser over time, reducing the average impervious area per parcel.
• Using the old 3,861-sf ERU means residential parcels have been paying slightly **more** than they should, compared to commercial and industrial parcels.
• Larger industrial properties benefit from the older, larger ERU because their impervious areas convert into fewer billed units.

Example Illustration (Industrial Parcel – Building Area Only):
Building size: 1,100,000 sq ft
• Current ERU: 3,861 sq ft → **285 ERUs** → **$40,470** at $142/ERU
• Proposed ERU: 3,767 sq ft → **292 ERUs** → **$41,464** at $142/ERU

This example shows that industrial parcels would pay a proportionally fairer amount once the ERU reflects current parcel conditions.

Staff Recommendation
Approve the ordinance amendment revising the ERU from **3,861 sq ft** to **3,767 sq ft.**

City of De Pere, Wisconsin **8.B**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	City Attorney
From:	Eric Erdman, Assistant City Attorney
Subject:	Ordinance #26-13 Amending De Pere Municipal Code Chapters 26, 78, 82, and 94.
Recommendation:	Motion to Approve.

These proposed ordinance revisions were approved unanimously by the Finance/Personnel Committee at its meeting on June 9, 2026, and the formal ordinance change is being brought forward to the Common Council for consideration and final approval.

Revised ordinance draft sections are attached regarding applying the Chapter 94 Property Maintenance inspection service fee concept to Chapters 26 (Water and Sewer Service), 78 (Nuisances), and 82 (Solid Waste and Recycling). The revisions include an expansion of this concept to include an ability to assess a service fee at a first inspection when a property is not available to be inspected at the time of the scheduled inspection.

Attachments:
Ord26-13, Building Property Maintenance Code Update Memo (revised), Sec._94_13.___Inspection_service_fees, Sec._26_5.___Storm_drainage., Sec._78_9.___Inspection Service Fees, Sec._82_10.___Enforcement_provisions.

ORDINANCE #26-13

AMENDING DE PERE MUNICIPAL CODE CHAPTERS 26, 78, 82 AND 94

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

Section 1. **Sec. 26-5. – Storm drainage.** of Chapter 26 WATER AND SEWER SERVICE is hereby amended by adding the following as new subsections (h) through (k):

(h) *Inspection Service Fee Definition.* "Inspection service fee" means a special charge that may be assessed against a property owner by the city in order to defray the administrative cost of exercising jurisdiction over this chapter and conducting related inspections within the city.

(i) *When assessed.* An inspector may assess an inspection service fee if a property is not available to be inspected at the time of a scheduled inspection and/or if all of the following conditions are met:

1) The inspector has found that the owner's parcel is not in compliance with a provision of this chapter;

2) The inspector has informed the property owner of the changes necessary to gain compliance; and

3) Upon subsequent investigation or inspection, the inspector finds that the same violation persists.

(j) This inspection service fee shall be in addition to any other fees or special charges authorized by this Code. A separate inspection service fee may be assessed each time the conditions under subsection (i) of this section exist. Inspection service fees may be placed as a special charge against the property as allowed by statute without further notice if they remain unpaid 30 days after an invoice is mailed to the owner's last-known address.

(k) The fee and subsequent fees referred to in this section shall be established by the common council and may from time to time be modified by resolution. A schedule of the fees established by the common council shall be available for review in the administering authority office, City Hall, 335 South Broadway Street, De Pere, Wisconsin.

Section 2. Chapter 78 – NUISANCES is hereby amended by adding the following as a new section under said chapter:

Sec. 78-9. – Inspection service fees.

(a) *Definition.* "Inspection service fee" means a special charge that may be assessed against a property owner by the city in order to defray the administrative cost of exercising jurisdiction over this chapter and conducting related inspections within the city.

(b) *When assessed.* An inspector may assess an inspection service fee if a property is not available to be inspected at the time of a scheduled inspection and/or if all of the following conditions are met:

1) The inspector has found that the owner's parcel is not in compliance with a provision of this chapter;

2) The inspector has informed the property owner of the changes necessary to gain compliance; and

3) Upon subsequent investigation or inspection, the inspector finds that the same violation persists.

(c) This inspection service fee shall be in addition to any other fees or special charges authorized by this Code. A separate inspection service fee may be assessed each time the conditions under subsection (b) of this section exist. Inspection service fees may be placed as a special charge against the property as allowed by statute without further notice if they remain unpaid 30 days after an invoice is mailed to the owner's last-known address.

(d) The fee and subsequent fees referred to in this section shall be established by the common council and may from time to time be modified by resolution. A schedule of the fees established by the common council shall be available for review in the administering authority office, City Hall, 335 South Broadway Street, De Pere, Wisconsin.

Section 3. **Sec. 82-10. – Enforcement provisions.** of Chapter 82 SOLID WASTE AND RECYCLING is hereby amended by:

1. By adding the following as new subsection (b):

(b) *Enforcement by building inspector*. For the purpose of ascertaining compliance with the provisions of section 82-3 (b) of this chapter in regard to storage of solid waste between collections, the building inspector or his/her designee may inspect enclosures for private collection receptacles. No person may refuse access to any authorized officer, employee or authorized representative of the department of public works who requests access for the purposes of inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with any such inspection.

and re-lettering the current subsection (b) *Penalty.* as subsection (c).

2. By adding the following as new subsections (d) through (g):

(d) *Definition.* "Inspection service fee" means a special charge that may be assessed against a property owner by the city in order to defray the administrative cost of exercising jurisdiction over this chapter and conducting related inspections within the city.

(e) *When assessed.* An inspector may assess an inspection service fee if a property is not available to be inspected at the time of a scheduled inspection and/or if all of the following conditions are met:

1) The inspector has found that the owner's parcel is not in compliance with a provision of this chapter;

2) The inspector has informed the property owner of the changes necessary to gain compliance; and

3) Upon subsequent investigation or inspection, the inspector finds that the same violation persists.

(f) This inspection service fee shall be in addition to any other fees or special charges authorized by this Code. A separate inspection service fee may be assessed each time the conditions under subsection (e) of this section exist. Inspection service fees may be placed as a special charge against the property as allowed by statute without further notice if they remain unpaid 30 days after an invoice is mailed to the owner's last-known address.

(g) The fee and subsequent fees referred to in this section shall be established by the common council and may from time to time be modified by resolution. A schedule of the fees established by the common council shall be available for review in the administering authority office, City Hall, 335 South Broadway Street, De Pere, Wisconsin.

Section 4. **Sec. 94-13. – Inspection service fees.** of Chapter 94 PROPERTY MAINTENANCE is hereby amended repealing said section and recreating it as follows:

Sec. 94-13. – Inspection service fees.

(a) *Definition.* "Inspection service fee" means a special charge that may be assessed against a property owner by the city in order to defray the administrative cost of exercising jurisdiction over this chapter and conducting related inspections within the city.

(b) *When assessed.* An inspector may assess an inspection service fee if a property is not available to be inspected at the time of a scheduled inspection and/or if all of the following conditions are met:

1) The inspector has found that the owner's parcel is not in compliance with a provision of this chapter;

2) The inspector has informed the property owner of the changes necessary to gain compliance; and

3) Upon subsequent investigation or inspection, the inspector finds that the same violation persists.

(c) This inspection service fee shall be in addition to any other fees or special charges authorized by this Code. A separate inspection service fee may be assessed each time the conditions under subsection (b) of this section exist. Inspection service fees may be placed as a special charge against the property as allowed by statute without further notice if they remain unpaid 30 days after an invoice is mailed to the owner's last-known address.

(d) The fee and subsequent fees referred to in this section shall be established by the common council and may from time to time be modified by resolution. A schedule of the fees established by the common council shall be available for review in the administering authority office, City Hall, 335 South Broadway Street, De Pere, Wisconsin

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2026.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/09/2026
Publication Date: _____
Effective Date: _____

CITY OF DE PERE
Building Inspection
335 South Broadway, De Pere, WI 54115 | 920-339-4053 | www.deperewi.gov

City of De Pere
Building Inspection Division Memo

To: Finance/Personnel Committee
From: Dennis Jensen, Building Inspection Manager
Date: June 9, 2026
Subject: Municipal Code Revisions from Chapter 94 Building and Property Maintenance Code -adding and revising Section 94-13, Service fees to other Municipal Code Sections.

The revised Chapter 94-13 Inspection Service Fees section located in the Building and Property Maintenance Code would be added to Chapter 26 Water and Sewer Service under newly created subsections within section 26-5. This section would be added to Chapter 78 Nuisances under a newly created section, 78-9 Inspection Service Fees. This service fee section would also be added to Chapter 82 Solid Waste and Recycling under section 82-10 Enforcement Provisions. The impetus of the service fee is structured as an inspection fee to defray administration time and recurring field inspections tied to all applicable Municipal codes. The Building Inspection Division receives over two hundred complaints annually requiring a substantial amount of staff time from receiving the complaint, administrative tasks, inspections, written orders, and re-inspections to gain compliance. Often there are consecutive inspections and violation orders that require staff time with no compensation. The Service fee is another added layer for municipal code compliance, which may serve other departments in their enforcement where frequent violations to a property exists. A service fee could be issued to the property owner: at a first inspection when a property is not available to be inspected at the time of the scheduled inspection and upon a second inspection and consecutive inspections. If the fee goes unpaid after thirty days, the service fee will be charged as a special impost to the property. It is in the best interest of the City and the Building Inspection Division to have a robust Building and Property Maintenance Code and Nuisance Code system in place and to be compensated for repetitive inspections or unexpected property owner no shows and violation orders.

Sec. 94-13. Inspection service fees.

(a) *Definition.* "Inspection service fee" means a special charge that may be assessed against a property owner by the city in order to defray the administrative cost of exercising jurisdiction over this chapter and conducting related inspections within the city.

(b) *When assessed.* An inspector may assess an inspection service fee if a property is not available to be inspected at the time of a scheduled inspection and/or if all of the following conditions are met:

1) The inspector has found that the owner's parcel is not in compliance with a provision of this chapter;

2) The inspector has informed the property owner of the changes necessary to gain compliance; and

3) Upon subsequent investigation or inspection, the inspector finds that the same violation persists.

(c) ~~The owner may be assessed a separate inspection service fee for any violation of this section if the violation continues to exist after the first inspection and any written order.~~ This inspection service fee shall be in addition to any other fees or special charges authorized by this Code. A separate inspection service fee may be assessed each time the conditions under subsection (b) of this section exist. ~~.~~ Inspection service fees may be placed as a special charge against the property as allowed by statute without further notice if they remain unpaid 30 days after an invoice is mailed to the owner's last-known address.

(d~~b~~) The fee and subsequent fees referred to in this section shall be established by the common council and may from time to time be modified by resolution. A schedule of the fees established by the common council shall be available for review in the administering authority office, City Hall, 335 South Broadway Street, De Pere, Wisconsin.

(Ord. No. 17-24, § 1, 12-5-2017; Ord. No. 22-14, § 2, 12-20-2022)

Sec. 26-5. Storm drainage.

(a) *Clear water.* Clear water shall include water from roof drains, surface drains, foundation water drains, cistern overflows, refrigerator cooling waters and water from air conditioning equipment.

(b) *Discharge to sanitary sewers.* No person shall discharge any clear water by means of foundation drain, sump pump, or roof drains into any sanitary sewer, and no person shall permit rainwater or surface water to drain directly into any sanitary sewer.

(c) *Discharge to storm sewer.* All clear water shall discharge directly into a storm sewer where such sewer is available, and the director of public works may direct such connection if he or she deems it necessary and in the public interest.

(1) *Permit required.* No person shall open any street, alley or other public place for the purpose of connecting to a storm sewer or other terminal without first obtaining from the director of public works a written permit to open such street, alley or public place.

(2) *Inspection.* Any person receiving a permit to connect to a storm sewer shall notify the director of public works whenever the work is ready for inspection. All work shall be left uncovered until examined and approved by him or her.

(d) *Discharge to public streets.* No person shall discharge any clear water directly into a public street or alley from November 1 to March 31, inclusive. No person shall discharge any clear water directly into a public street or alley from April 1 to October 31, inclusive, without first obtaining from the director of public works, a written permit to do so.

(e) *Discharge onto sidewalks.* No person shall permit the drainage of water directly onto any sidewalk or other public area.

(f) *Other discharges.* Where a storm sewer is not available, the discharge of clear water shall be either:

(1) Into an underground conduit leading into a drainage ditch or dry well;

(2) Onto the ground surface at least one foot from the building foundation and directed toward the front or rear lot line.

Such discharge shall not be directed so as to flow into the sanitary sewer, on adjacent property, nor shall the discharge be allowed to accumulate and create ponds of standing water or other public nuisance. Nothing contained in this subsection shall act to relieve a person from complying with the other provisions of this section.

(g) *Correction; penalty.* Any person who is the owner of any building or land wherein there is a violation of the provisions of this section, shall cause the violation to be corrected within a maximum of 60 days after being notified in writing by the director of public works or sewer inspector, whose duty it shall be to enforce this section. Any person who shall thereafter continue to violate the provisions of this section shall be subject to the forfeiture provided for violation of this chapter. Nothing in this section shall preclude the city from maintaining any other appropriate action to prevent or remove a violation of this section.

(h) *Inspection Service Fee Definition.* "Inspection service fee" means a special charge that may be assessed against a property owner by the city in order to defray the administrative cost of exercising jurisdiction over this chapter and conducting related inspections within the city.

(i) *When assessed.* An inspector may assess an inspection service fee if a property is not available to be inspected at the time of a scheduled inspection and/or if all of the following conditions are met:

1) The inspector has found that the owner's parcel is not in compliance with a provision of this chapter;

2) The inspector has informed the property owner of the changes necessary to gain compliance; and

3) Upon subsequent investigation or inspection, the inspector finds that the same violation persists.

(j) This inspection service fee shall be in addition to any other fees or special charges authorized by this Code. A separate inspection service fee may be assessed each time the conditions under subsection (i) of this section exist. Inspection service fees may be placed as a special charge against the property as allowed by statute without further notice if they remain unpaid 30 days after an invoice is mailed to the owner's last-known address.

(k) The fee and subsequent fees referred to in this section shall be established by the common council and may from time to time be modified by resolution. A schedule of the fees established by the common council shall be available for review in the administering authority office, City Hall, 335 South Broadway Street, De Pere, Wisconsin.

(Code 1974, § 8.09; Code 2001, § 26-5; Ord. No. 13-17, §§ 13, 14, 8-20-2013; Ord. No. 24-12, § 1, 6-18-2024)

Sec. 78-9. Inspection service fees.

(a) *Definition.* "Inspection service fee" means a special charge that may be assessed against a property owner by the city in order to defray the administrative cost of exercising jurisdiction over this chapter and conducting related inspections within the city.

(b) *When assessed.* An inspector may assess an inspection service fee if a property is not available to be inspected at the time of a scheduled inspection and/or if all of the following conditions are met:

1) The inspector has found that the owner's parcel is not in compliance with a provision of this chapter;

2) The inspector has informed the property owner of the changes necessary to gain compliance; and

3) Upon subsequent investigation or inspection, the inspector finds that the same violation persists.

(c) This inspection service fee shall be in addition to any other fees or special charges authorized by this Code. A separate inspection service fee may be assessed each time the conditions under subsection (b) of this section exist. Inspection service fees may be placed as a special charge against the property as allowed by statute without further notice if they remain unpaid 30 days after an invoice is mailed to the owner's last-known address.

(d) The fee and subsequent fees referred to in this section shall be established by the common council and may from time to time be modified by resolution. A schedule of the fees established by the common council shall be available for review in the administering authority office, City Hall, 335 South Broadway Street, De Pere, Wisconsin.

Sec. 82-10. Enforcement provisions.

(a) *Enforcement by department of public works.* For the purpose of ascertaining compliance with the provisions of this chapter in regard to recyclables, any authorized officer, employee or representative of the department of public works may inspect recyclable materials separated for recycling, garbage intended for disposal, recycling collection sites and facilities, collection vehicles, and any records relating to recycling activities which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the department of public works who requests access for the purposes of inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with any such inspection.

(b) *Enforcement by building inspector*. For the purpose of ascertaining compliance with the provisions of section 82-3 (b) of this chapter in regard to storage of solid waste between collections, the building inspector or his/her designee may inspect enclosures for private collection receptacles. No person may refuse access to any authorized officer, employee or authorized representative of the department of public works who requests access for the purposes of inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with any such inspection.

(c~~b~~) *Penalty.* Any person who violates the provisions of this chapter or who refuses to obey any order issued under this chapter shall be subject to a forfeiture collected by municipal citation. The issuance of the citation shall not preclude proceeding under any other ordinance or law relating to the same matter. Proceeding under any other ordinance or law relating to the same matter shall not preclude the issuance of a citation under this subsection. Penalties for violating this chapter shall be as determined by resolution of the common council. Each 24-hour period of violation, disobedience, omission, neglect or refusal to obey this chapter or any order in accordance therewith shall be deemed a separate offense.

(d) *Definition.* "Inspection service fee" means a special charge that may be assessed against a property owner by the city in order to defray the administrative cost of exercising jurisdiction over this chapter and conducting related inspections within the city.

(e) *When assessed.* An inspector may assess an inspection service fee if a property is not available to be inspected at the time of a scheduled inspection and/or if all of the following conditions are met:

1) The inspector has found that the owner's parcel is not in compliance with a provision of this chapter;

2) The inspector has informed the property owner of the changes necessary to gain compliance; and

3) Upon subsequent investigation or inspection, the inspector finds that the same violation persists.

(f) This inspection service fee shall be in addition to any other fees or special charges authorized by this Code. A separate inspection service fee may be assessed each time the conditions under subsection (e) of this section exist. Inspection service fees may be placed as a special charge against the property as allowed by statute without further notice if they remain unpaid 30 days after an invoice is mailed to the owner's last-known address.

(g) The fee and subsequent fees referred to in this section shall be established by the common council and may from time to time be modified by resolution. A schedule of the fees established by the common council shall be available for review in the administering authority office, City Hall, 335 South Broadway Street, De Pere, Wisconsin.

(Code 2001, § 82-10; Ord. No. 16-12, 7-19-2016)

City of De Pere, Wisconsin **9.A**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Public Works
From:	Scott Thoresen, Public Works Director
Subject:	Resolution #26-49 Approving Agreement for Professional Services with Dixon Engineering, Inc. (T-Mobile's Wireless Antenna Installation - 9th Street Water Tower).
Recommendation:	Motion to approve.

The Board of Public Works at the June 8, 2026 meeting approved the Agreement for Professional Services with Dixon Engineering, Inc. (T-Mobile's Wireless Antenna Installation - 9th Street Water Tower) and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Attachments:
Reso26-49, De Pere 9th Street Legged T-Mobile (ML94452B) Proposal April 2026 (revised), T-Mobile - 9th Street Tower- Dixon Engineering - 6-1-2026

RESOLUTION #26-49

APPROVING AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(T-Mobile Wireless Antenna Installation – 9th Street Water Tower)

WHEREAS, the City is in need of engineering technical services regarding T-Mobile's mobile wireless antenna facilities installation on the 9th Street Water Tower; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering technical services within the required timeframe.

WHEREAS, the Board of Public Works has reviewed such proposal and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the Proposal/Contract Agreement for Antennas as is attached hereto, provided that T-Mobile has paid to City's Finance Director the sum due and owing under such contract prior to execution thereof.

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 16th day of June, 2026.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/08/2026

DIXON ENGINEERING, INC.

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

AGREEMENT BETWEEN OWNER AND DIXON

FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _____ ("Effective date") between **City of De Pere** ("Owner/Client") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner/Client") and ("DIXON") have executed this Agreement. The Owner's/Client's Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **T-Mobile (ML94452B) Radio Swap on the 250,000 Gallon 9th Street Legged Tank** ("Project") and DIXON's services as detailed in Exhibit B.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the (Estimated/Lump Sum) Amount of $**3,900**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Joseph T. Hoban, P.E., Vice President — April 10, 2026
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER	POSITION	DATE
Co-SIGNATURE of Contract (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Scott J. Thoresen, P.E	Designated Person: Joseph T. Hoban, P.E.
Address for Owner's receipt of notices:	Address for DIXON's receipt of notices:
City of De Pere	Dixon Engineering, Inc.
925 South Sixth Street	4811 S. 76th Street Suite 109
De Pere, WI 54115	Greenfield, WI 53220
Email: sthoresen@deperewi.gov	Email: joehoban@dixonengineering.net

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[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

A. Antenna Services: EXHIBIT B- Scope of Services for Antenna Related Work
   1. Some antenna Services are administrative in nature and may be completed by Owner or DIXON, therefore, a review of Services in Exhibit B must be completed by the Owner and DIXON, and a clear delineation of responsibilities between DIXON and Owner made.
      a. If responsibilities are split, the responsibilities should be itemized in Exhibit B and the responsible party must be assigned in Exhibit B.
      b. If Scope of Services are DIXON's, they should be itemized in Exhibit B.

B. Other Services: Services beyond the scope of Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

A. Responsibilities set forth in Exhibit B, Part 1, Section C.

B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.

B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit B, and are hereby agreed to be reasonable.

C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services

D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.

E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.

F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

A. EXHIBITS Included:
   1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
   2. EXHIBIT C, Attachments C-1, and C-2.
   3. EXHIBIT E, Electronic Documents Protocol (EDP).
   4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
   5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
B. EXHIBITS to be added as needed:
   1. EXHIBIT A, DIXON's Services and Client's Responsibilities
   2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
   3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

9.03 Successors, Assigns, and Beneficiaries:

A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

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[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

ANTENNAS ON TOWERS - DIXON SERVICES and OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties:

B1.00 GENERAL

A. DIXON shall provide Antenna Contract Administration (Basic Services) and field observation (RPR Services) as delegated below. If Client is completing the service- responsibility is to be defined for each item below.

B1.01 Site Work

A. Perform Installation Inspections as the project progresses and a final post inspection to compare with design criteria. These inspections include a letter report and photographs.

B1.02 Completion

A. Services of Exhibit B are considered complete when antenna upgrade installation projects are completed, and all punch list items identified during observations are satisfactorily resolved and accepted by Client

B2.01 RESPONSIBILITIES OF CLIENT

A. All tasks not designated to DIXON are the responsibility of the Client.
B. Provide site/tank access when needed for DIXON.
C. Provide documents to DIXON from the cellular companies including but not limited to construction drawings and structural documents.
D. Assist with communication and coordination with the cellular carriers about project documents, project schedules, and observations.

B3.01 ADDITIONAL SERVICES

A. Any service not listed or referenced above as a DIXON supplied service and/or delegated as a Responsibility of Client in Part B1 will be considered an Additional Service.
    1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.
    2. If timing or other reason require the Client to reallocate responsibility to DIXON, then those reallocated responsibilities are treated as an Additional Service.

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BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

A. Standard Hourly Rate (SHR) Method:
    1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
        a. Overtime rates apply to over 40 hours worked between Monday and Friday.
        b. Overtime rates apply for all hours worked on weekends and holidays.
        c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
    2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
        a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
    3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
        a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
            1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
            2) The estimator then calculates Reimbursable Expenses based on the same criteria.
            3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
B. The Lump Sum Method:
    1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
    2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

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Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.

C. The Unit Price Method:
   1. Reimbursable expenses are calculated and included in Unit Prices.
   2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.

D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.

E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.

F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

A. Basic Services to be performed are identified in Exhibit B, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.

B. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.

C. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.

C1.04 Fees:

A. Contracted Fees are detailed in EX C Attachment 1.

B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will

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be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
   a. Excessive submittal review,
   b. Excessive evaluations of proposed substitutes,
   c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
   d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
   1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
   2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
   3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
B. Annual Cost Adjustment – January 1 each year.

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1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
B. Invoices are due and payable within 30 days of receipt.
C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
    1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
    2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.
H. Disputed Invoices*:* If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

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A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

A. Minimum Hourly and Weekly requirements.
    1. Daily RPR Services -8 hours per day plus travel time and mileage.
    2. Full Time RPR Services:
        a. Minimum workday - 8 hours.
        b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
        c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
        d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
        e. Actual Mobilization and Demobilization Time and Reimbursable Expenses. Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report

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SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of $3,900 and summarized as follows:

SCHEDULE OF VALUES				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
B1.01 - Site Work - Inspection #1	1	$1,950	$1,950	Lump Sum
B1.01 - Site Work - Inspection #2	1	$1,950	$1,950	Lump Sum
		TOTAL:	$3,900	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

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Employee Billable Rates and Terms

Labor Class	Per Hour	Overtime Rate
Principal	$515.00	
Officer/Associate	$215.00	
Project Manager	$200.00-$225.00	$300.00-$338.00
Engineer	$225.00-$265.00	$338.00-$398.00
CWI Welding RPR	$220.00-$245.00	$330.00-$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	$152.00-$205.00	$228.00-$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	$138.00-$178.00	$207.00-$267.00
DIXON Level 1 or AMPP General Level 1 RPR	$128.00-$158.00	$192.00-$237.00
Contract Support Staff	$158.00-$200.00	$237.00-$300.00

Expenses	Metropolitan	Out-State
Mileage	$0.80/mile + tolls	$0.70/mile
Lodging & Meals	$195.00 per diem	$195.00 per diem
Meals Only	$65.00 per diem	$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)

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ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
   1. Basic Requirements
      a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
      b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
      c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
      d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
      e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
   2. System Infrastructure for Electronic Document Exchange
      a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
      b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
      c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

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information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.

B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

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SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

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Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.

Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.

Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

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GENERAL PROVISIONS and **RELATED CONDITIONS**

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

A. DIXON's Services and Additional Services do not include:
    1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
    2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
    3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
    4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

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by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
   1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
   2. DIXON grants Client a limited license to use the Documents on the Specific Project.
   3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
   4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

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A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
   1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
   2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
   3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
   4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
   5. DIXON shall keep Client informed of the progress of the Work.

B. The purpose of DIXON's visits to the Site including efforts of DRR,
   1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
   2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.

C. DIXON shall not during such visits or as a result of such observations of the Work,
   1. supervise, direct, or have control over the Work,
   2. nor shall DIXON have authority over or responsibility,
      a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
      b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
      c. for the coordination of the Contractors' work or schedules, nor
      d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
      e. for the acts or omissions of any Contractor
      f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.

D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.

E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's

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possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:
   1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
   2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "Undisclosed" Constituents of Concern.
   3. "Known" Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered "Known" CC.

C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.

D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.

E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.

F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

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GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

A. Suspension:
   1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
   2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
      a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
      b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.

B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
   1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
   2. By DIXON: Upon seven days written notice:
      a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
      b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
      c. as the result of the presence at the Site of undisclosed Constituents of Concern.
   3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.

D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.

E. DIXON shall have no liability to the Owner or Client, on account of such termination.

F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.

G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

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completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.

B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

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INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

A. The limits of liability for the insurance required by the Agreement are as follows:

1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :

a. Worker' Compensation	Statutory
b. Employer's Liability –	
1) Bodily injury, each Accident:	$1,000,000
2) Bodily injury by disease, each employee:	$1,000,000
3) Bodily injury/disease, aggregate:	$1,000,000
c. General Liability –	
1) Each Occurrence (Bodily injury and Property damage)	$1,000,000
2) General Aggregate:	$2,000,000
d. Excess or Umbrella Liability –	
1) Per Occurrence:	$2,000,000
2) General Aggregate	$2,000,000
e. Automobile Liability – Combined Single Limit	$1,000,000
f. Professional Liability - (required only of Engineer Client)	
1) Each Claim Made	$2,000,000
2) Annual Aggregate	$2,000,000

IR1.02 Insurance Requirements

A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.

B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

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E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.

B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:

1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.

B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, though, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

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under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed $25,000.

IR2.03 Mutual Waiver

A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, though, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.

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CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: June 1, 2026
RE: Consider and Possible Action Regarding Engineering Technical Services Regarding Installation of T-Mobile's Wireless Antennae Facilities on 9th Street Water Tower*

The City received a request from T-Mobile regarding installation of wireless antennae facilities on the City's 9th Street water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by T-Mobile. Staff has received payment from T-Mobile for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the T-Mobile's wireless upgrade on the 9th Street water tower.

City of De Pere, Wisconsin **9.B**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Public Works
From:	Scott Thoresen, Public Works Director
Subject:	Resolution #26-50 Approving State/Municipal Financial Agreement for a State - Let Highway Project (STH 32).
Recommendation:	Motion to approve.

The Board of Public Works at the June 8, 2026 meeting approved the DOT – Municipal Agreement for STH 32 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Attachments:
Reso26-50, 40856500_71_C De Pere_STH32_STH96-CookSt_ORG_SMFA_05292026_ForFinalApproval, DOT STH 32 SMFA - 6-3-2026

RESOLUTION #26-50

APPROVING STATE/MUNICIPAL FINANCIAL AGREEMENT
FOR A STATE – LET HIGHWAY PROJECT
(STH 32)

WHEREAS, Wis. Stats. § 86.25, permits the State of Wisconsin Department of Transportation to enter into cost-share agreements with local units of government; and

WHEREAS, the attached State/Municipal Agreement for a State – Let Highway Project (I.D. 4085-65-00/71 provides cost distribution for completion of a 7.43-mile resurfacing improvement project extending from STH 32 at Cook Street in De Pere to STH 96 in Greenleaf to mill and resurface existing payment; and

WHEREAS, the Board of Public Works has reviewed this Agreement and recommends that the City enter into the State/Municipal Financial Agreement as is attached hereto.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the City Manager is hereby authorized and directed to enter into the attached State/Municipal Financial Agreement for a State – Let Highway Project.

BE IT FURTHER RESOLVED:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2026.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/08/2026

	ORIGINAL STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT	Date: 5/29/2026 I.D.:4085-65-00/71 Road Name: STH 32 Title: Greenleaf – De Pere Limits: STH 96 – Cook Street County: Brown County Roadway Length: 7.43 miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request:

The existing STH 32 facility through the City of De Pere consists of a rural two-lane asphalt highway from New Plank Road to CTTH X/Heritage Road which transitions to a four-lane divided asphalt roadway from CTH X/Heritage Road to Cook Street.

Through the Trans 220 utility process, existing Municipality sanitary manholes were determined to conflict with the proposed improvements/resurfacing on STH 32.

Proposed Improvement - Nature of work:

The proposed project, 4085-65-00/71, is a 7.43-mile resurfacing improvement project (RSRF20) extending from STH 96 to Cook Street. The project includes milling the existing pavement at varying depths and overlaying up to 3 ½-inches of asphaltic pavement on the mainline. Existing 3-foot paved shoulders will be widened to 5 feet.

At the STH 32 and CTH X roundabout, the work includes milling 1 ¾-inches of existing pavement and overlaying with 1 ¾-inches of asphaltic pavement.

Additional improvements include two culvert replacements, various culvert repairs, box culvert cleaning, guardrail replacement, curb ramp upgrades at the CTH X and Cook Street intersections, and pavement marking.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

Municipality has requested that three municipal owned sanitary manholes be adjusted as part of the construction project. In accordance with Terms and Conditions sections 3 and 4, Non-Participating funding will be added to the project to complete this work.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
4085-65-00 Preliminary Engineering:					
Plan Development	$ 400,000	$ 400,000	100%	$ -	0%
4085-65-22 Real Estate Acquisition:					
Acquisition	$ 1,000	$ 1,000	100%	$ -	0%
4085-65-71 [1]Construction:					
Roadway Items (cat 0010)	$ 5,500,000	$ 5,500,000	100%	$ -	0%
B-05-268 (cat 0020)	$ 55,000	$ 55,000	100%	$ -	0%
Non-Participating (cat 0030)	$ 3,000	$ -	0%	$ 3,000	100%
subtotal 4085-65-71:	$ 5,558,000	$ 5,555,000		$ 3,000	
Total Cost Distribution	**$ 5,959,000**	**$ 5,956,000**		**$ 3,000**	

1. Estimates include construction engineering.

This request is subject to the terms and conditions that follow (pages [3] – [4]); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. A review of the existing State Municipal Maintenance Agreement (SMMA) or creation of a new SMMA signed by the Municipality and the State shall be completed in conjunction with this agreement. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the **city of De Pere**	
Name	Title
Signature	Date
Signed for and on behalf of the **State**	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (i) Replacement of existing driveways, in kind, necessitated by the project.

   (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

   (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

   (c) Roadway and bridge width in excess of standards.

   (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.

   (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

   (f) Parking lane costs.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The work will be administered by the State and may include items not eligible for federal/state participation.

7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. Basis for local participation:

(a) Design Engineering: ID 4085-65-00

Funding participation is 100% Federal/State funds per Table 1, Summary of Costs.

(b) Real Estate Acquisition: 4085-65-22

Funding participation is 100% Federal/State funds per Table 1, Summary of Costs.

(c) Construction: ID 4085-65-71

The Project Agreement will be revised if necessitated as the project progresses. All costs shown are approximate and are subject to a final audit. Construction engineering is included in the estimated construction costs for each category.

Category 0010 – Roadway Items

Funding participation is 100% Federal/State funds per Table 1, Summary of Costs.

Category 0020 – B-05-268

Funding participation is 100% Federal/State funds per Table 1, Summary of Costs.

Category 0030 - (Non-Participating)

In accordance with Local Participation Policy, Section 3-25-5 of the State's Program Management Manual, alterations of Municipality-owned utilities are not eligible for State participation. In addition, proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Estimated non-participating costs to adjust three sanitary manholes: **$3,000**

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

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: June 3, 2026
RE: Consideration and possible action on DOT –Municipal Agreement for STH 32*

The City received the attached State/Municipal Financial Agreement (SMFA) for STH 32 from Cook Street south to Greenleaf. The project is to mill and resurface the existing pavement. This agreement is for the anticipated costs of $3,000 for sanitary sewer manhole adjustments associated with this project.

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

City of De Pere, Wisconsin **9.C**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Resolution #26-51 Approving Compliance Maintenance Annual Report for Wastewater Collection System.
Recommendation:	Motion to approve.

The Board of Public Works at the June 8, 2026 meeting approved the Compliance Maintenance Annual Report for Wastewater Collection System for submittal to the WDNR and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Attachments:
Reso26-51, 2025 CMAR, 2026 0608 CI_BOPW_Consider_CMAR

RESOLUTION #26-51

APPROVING COMPLIANCE MAINTENANCE ANNUAL REPORT
FOR WASTEWATER COLLECTION SYSTEM

WHEREAS, Chapter NR 208, Wis. Adm. Code, requires the City of De Pere, as the owner of a wastewater collection system, to prepare a Compliance Maintenance Annual Report and deliver the same to the Department of Natural Resources; and

WHEREAS, the Board of Public Works has reviewed the attached Compliance Maintenance Annual Report for the reporting year 2025 and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council has reviewed and hereby approves submittal of the Compliance Maintenance Annual Report to the State Wisconsin Department of Natural Resources.

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 17th day of June, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 6/08/2026

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/5/2026 | Reporting For: **2025**

Financial Management

1. Provider of Financial Information

Name: Pamela Manley

Telephone: 920-339-4041 (XXX) XXX-XXXX

E-Mail Address (optional): pmanley@deperewi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- ● Yes (0 points) ☐☐
- ○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year: 2025

- ● 0-2 years ago (0 points) ☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- ● Yes (0 points)
- ○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year: 2025

- ● 1-2 years ago (0 points)☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR		$ 150,000.00
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		$ 0.00
3.2.3 Adjusted January 1st Beginning Balance		$ 150,000.00
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	$ 0.00

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) - $ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year $ 150,000.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? $ 150,000.00

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- ● Yes
- ○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- ● Yes - If Yes, please provide major project information, if not already listed below.☐☐
- ○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sewer Televising/Repairs	$500,000	2026
2	Sewer Lining/Relay	$900,000	2026
3	I&I Reduction - Sump pump and full lateral relay	$300,000	2026
4	Sewer Televising/Repairs	$500,000	2027
5	Sewer Lining/Relay	$900,000	2027
6	I&I Reduction - Sump pump and full lateral relay	$300,000	2027
7	Sewer Televising/Repairs	$500,000	2028
8	Sewer Lining/Relay	$900,000	2028
9	I&I Reduction - Sump pump and full lateral relay	$300,000	2028
10	Sewer Televising/Repairs	$500,000	2029
11	Sewer Lining/Relay	$900,000	2029
12	I&I Reduction - Sump pump and full lateral relay	$300,000	2029

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 2

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	426	
February	391	
March	387	
April	403	
May	424	
June	499	
July	417	
August	394	
September	401	
October	380	
November	435	
December	524	
Total	**5,081**	**0**
Average	**423**	**0**

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- ● No
- ○ Yes

Year:

By Whom:

Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

None

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/5/2026 Reporting For: **2025**

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ● Yes
- ○ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ● Yes
- ○ No (30 points)
- ○ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Continue to rehabilitate sewer in areas of street improvements, including sanitary laterals.

Did you accomplish them?

- ● Yes
- ○ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)]☐☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☐ Internal and external lines of communication responsibilities
- ☐ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2007-12-21

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

☒ A description of routine operation and maintenance activities (see question 2 below)
☒ Capacity assessment program
☒ Basement back assessment and correction
☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)]☐☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
☒ Construction, Inspection, and Testing
☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)]☐☐

Does your emergency response capability include:

☒ Responsible personnel communication procedures
☒ Response order, timing and clean-up
☒ Public notification protocols
☒ Training
☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]☐☐

☐ Special Studies Last Year (check only those that apply):

☐ Infiltration/Inflow (I/I) Analysis
☐ Sewer System Evaluation Survey (SSES)
☐ Sewer Evaluation and Capacity Managment Plan (SECAP)
☐ Lift Station Evaluation Report
☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	33	% of system/year
Root removal	1	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	9	% of system/year
Manhole inspections	33	% of system/year
Lift station O&M	4	# per L.S./year
Manhole rehabilitation	.1	% of manholes rehabbed
Mainline rehabilitation	1	% of sewer lines rehabbed
Private sewer inspections	.1	% of system/year
Private sewer I/I removal	.1	% of private services

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/5/2026 Reporting For: **2025**

River or water crossings: 0 % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

26.33	Total actual amount of precipitation last year in inches
31.61	Annual average precipitation (for your location)
109.1	Miles of sanitary sewer
2	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
15	Number of complaints
3.27	Average daily flow in MGD (if available)
5.05	Peak monthly flow in MGD (if available)
.21	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.14	Complaints (number/sewer mile)
1.5	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.1	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume
None reported				

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ● Yes
- ○ No

If Yes, please describe:

The City experiences high flows in older areas.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- ○ Yes
- ● No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

None.

5.4 What is being done to address infiltration/inflow in your collection system?

The City has a sump pump installation program for houses without a sump pump and provides up to a 50% reimbursement. The City implemented a full lateral relay/rehab program with up to 50% reimbursement for repairs not made with a City project and 100% for repairs with a City sewer project. The repairs/rehab need to be from the sewer main and into the basement and done via pipe bursting or sewer lining.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/5/2026

Reporting For: **2025**

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			**4**	**16**
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:
A = Voluntary Range (Response Optional)
B = Voluntary Range (Response Optional)
C = Recommendation Range (Response Required)
D = Action Range (Response Required)
F = Action Range (Response Required)

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: 6/5/2026

Reporting For: **2025**

Resolution or Owner's Statement

Name of Governing Body or Owner:

Date of Resolution or Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: June 8, 2026

RE: **Consideration and possible action on Compliance Maintenance Annual Report for Wastewater Collection System***

The Engineering Department has completed the Compliance Maintenance Annual Report (CMAR) for the wastewater collection system. The CMAR is required by the Wisconsin Department of Natural Resources. The report scores the City wastewater collection system based on Financial Management and the Collection System.

Included with this memo are the results of the CMAR. The City received a grade A on the Financial Management and A on the Collection System.

Staff recommends the BOPW approve the Report and Resolution for submittal to the WDNR.

City of De Pere, Wisconsin **9.D**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Resolution #26-52 Authorizing Utility Easement (622 Grant Street; Parcel WD-95-1).
Recommendation:	Motion to approve.

The Board of Public Works at the June 8, 2026 meeting approved the Proposed Easement at 622 Grant Street (Parcel #: WD-95-1) and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Attachments:
Reso26-52, Utility Easement-WD-95-1, 2026 0608 CI_BOPW_Grant_Street_Easement

RESOLUTION #26-52

AUTHORIZING UTILITY EASEMENT
(622 Grant Street; Parcel WD-95-1)

WHEREAS, City's sanitary sewer angles from public right-of-way onto private property located at 622 Grant Street, and staff have been unable to confirm that a formal easement exists for City access; and

WHEREAS, in order to facilitate City access to its sanitary sewer for repairs, maintenance, installation or other improvements, it is necessary to obtain an easement onto the private property at this location owned by Tanya Poole; and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council authorizes City staff to obtain the attached Utility Easement from Tanya Poole, and to record the same with the office of the Brown County Register of Deeds.

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 16th day of June, 2026.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/08/2026

UTILITY EASEMENT

DOCUMENT NO.

Tanya Poole, an individual (Grantor), hereby grants and conveys to the City of De Pere, a Wisconsin municipal corporation (Grantee), and its successors, assigns and public utility permittees and licensees, a perpetual utility easement over, under, across and through all lands described below for the purposes of permitting public utilities to install, lay, operate, repair and maintain pipes and conduit for water main, storm sewer, sanitary sewer, telecommunications, gas and electric services and related facilities.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Attorney Joanne Bungert
City of De Pere
335 S. Broadway
De Pere, WI 54115

Legal Description:
Part of Lot 114 of Assessor's Subdivision Plat of the Village of West De Pere (now a part of the City of De Pere), Located in part of Private Claim 29, West Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Part of WD-95-1
PARCEL IDENTIFICATION NUMBER (PIN)

Commencing at the Southeast corner of said Lot 114, the **POINT OF BEGINNING;** thence S70°02'00"W, 92.82 feet on the north right of way of Grant Street, also being the south line of said Lot 114; thence N08°26'00"E, 17.05 feet on the west line of lands described in Document Number 3030428; thence N70°02'00"E, 90.18 feet on a line that is 15.00 feet northerly of and parallel to said north right of way; thence S00°05'00"W, 15.97 feet on east line of said lands to the Point of Beginning..

Said proposed easement area contains 1,373 Square Feet (0.032 Acres) of land more or less, as shown and dimensioned on the map attached hereto as Exhibit A.

For the purpose of the installation, maintenance, repair, reconstruction and/or replacement of utility facilities, Grantee shall have the right to enter, pass over and use said premises and the land adjacent thereto for the transportation, laying down and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work. Grantee agrees to restore after completion of construction, maintenance or replacement the property to its previous condition, or as close thereto as practicable.

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

Dated this _____ day of June, 2026.

By:

_____
Tanya Poole

State of Wisconsin)
)ss.
Brown County)

This instrument was acknowledged before me on this _____ day of June, 2026, by the above-named person(s).

_____
(Notary Public, State of Wisconsin)
My commission expires: _____

By:

_____
Printed Name/Title: _____

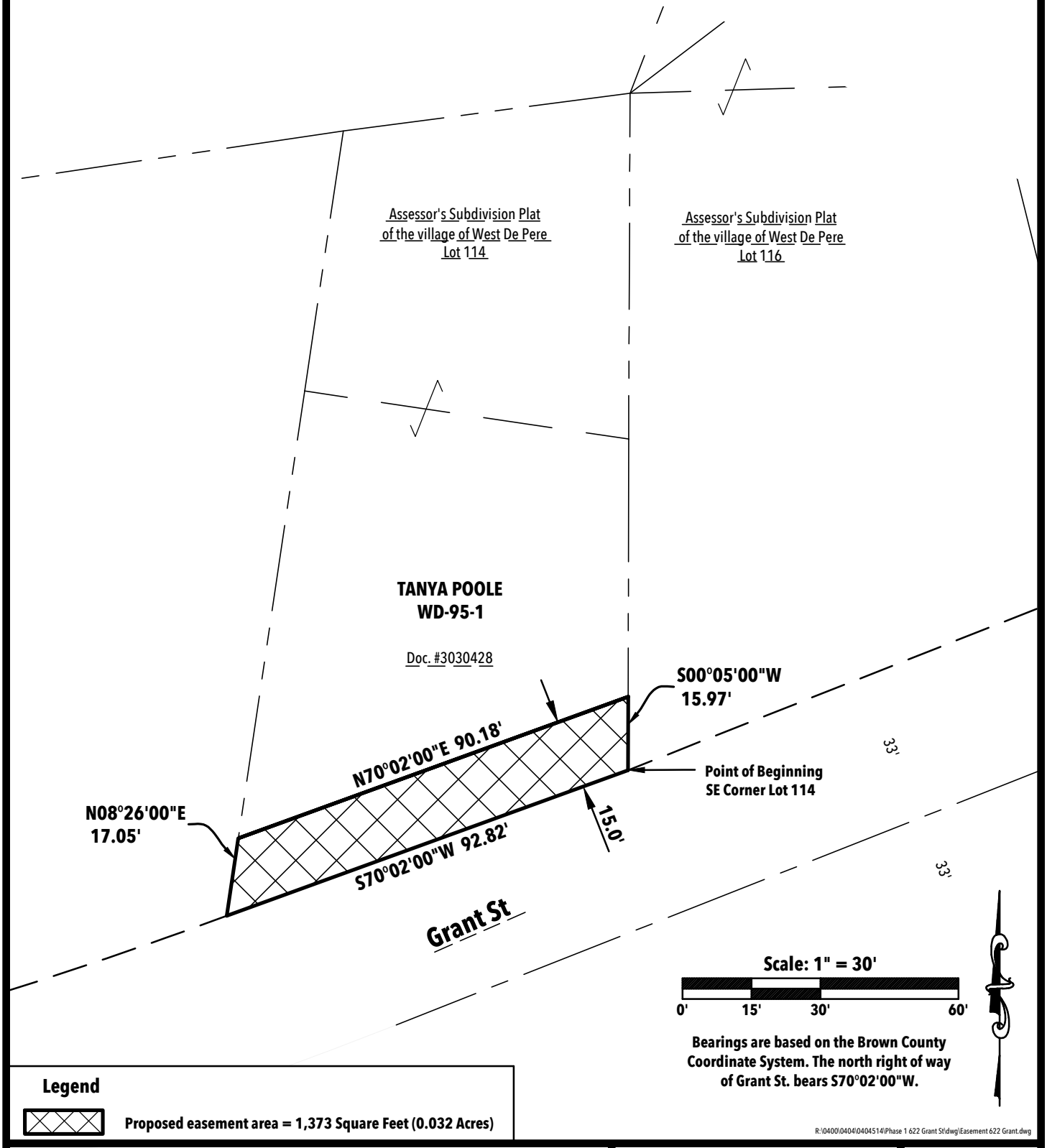
State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of June, 2026, by the above-named person(s).

_____
(Notary Public, State of Wisconsin)
My commission expires: _____

Drafted by: Attorney Joanne Bungert

EXHIBIT 'A'



Legend

Proposed easement area = 1,373 Square Feet (0.032 Acres)

R:\0400\0404\0404514\Phase 1 622 Grant St\dwg\Easement 622 Grant.dwg

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

CITY OF DE PERE
Engineering Division
925 S. Sixth Street
De Pere, Wisconsin 54115

Office (920) 339-4061
Fax (920) 339-4071

Date: 3/19/2026

REL Job #: 404514

Exhibit
Sheet 1 of 1

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: June 8, 2026

RE: **Consideration and possible action on Proposed Easement at 622 Grant Street (Parcel #: WD-95-1)***

The City has a sanitary sewer that angles out of the public right-of-way and onto private property at 622 Grant Street as shown in the Figure 1 below:

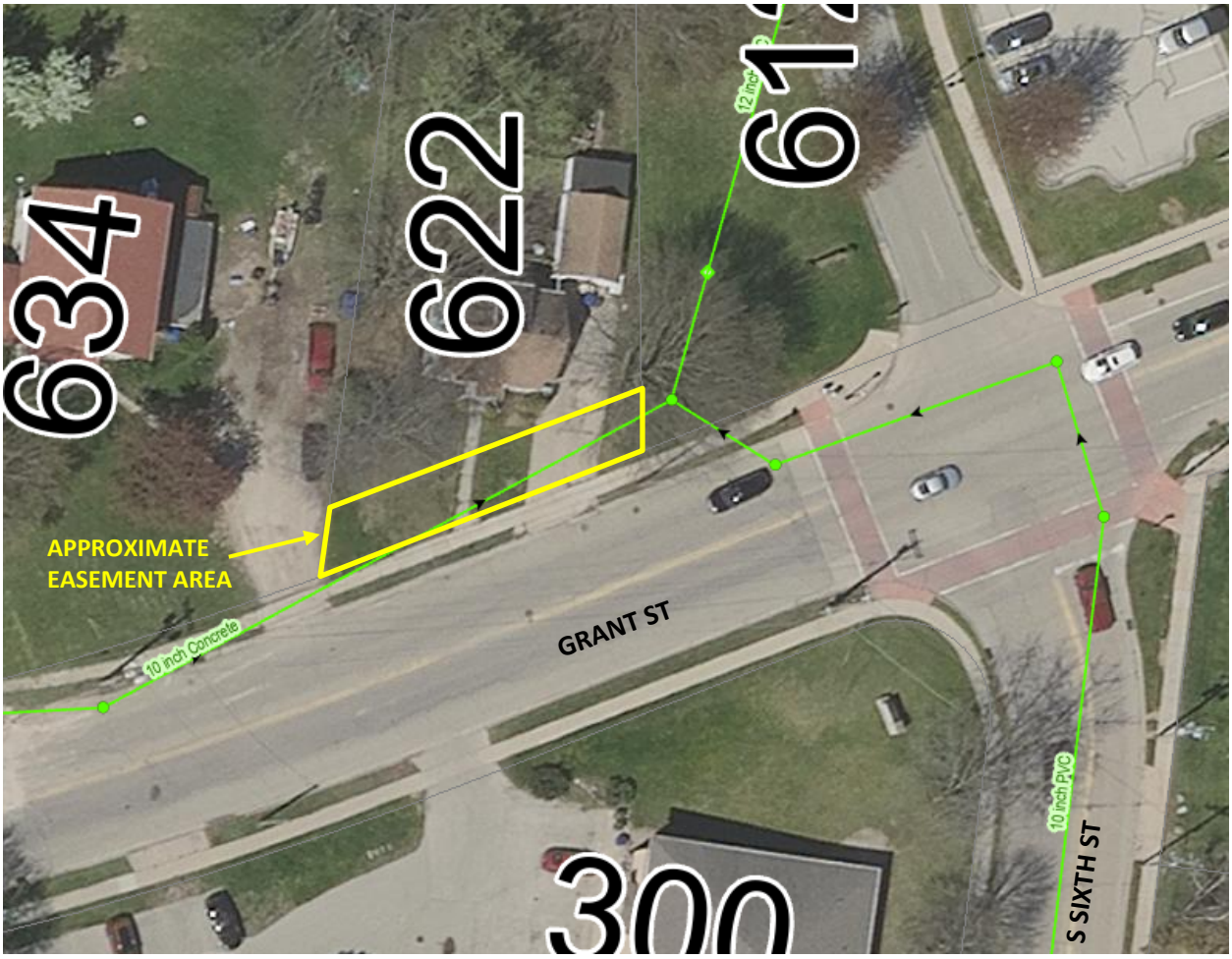


Figure 1 – City Sanitary Sewer at 622 Grant Street

Staff researched this address and were unable to find documentation for an easement for this sanitary sewer and subsequently reached out to the property owner to work towards retaining an easement. Upon obtaining approvals from the Board of Public Works and Common Council, staff will work with the property owner towards executing and recording the attached easement document.

Recommendation

Staff recommends approving the easement.

Attachment

Utility Easement WD-95-1

City of De Pere, Wisconsin **9.E**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Resolution #26-53 Authorizing Agreement for Contractor Services with Birenbaum Family Farms LLC (Phragmites Mitigation).
Recommendation:	Motion to approve.

The Board of Public Works at the June 8, 2026 meeting approved award of proposal to Birenbaum Family Farms, LLC in the amount of $5,679.05 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Attachments:
Reso26-53, Birenbaum Family Farms, LLC(Phragmites Mitigation)6-11-26, 2026 Phragmites Mitigation RFP_Packet, Exhibit B-2026 0527 Birenbaum Family Farms LLC, 2026 0608 CI_BOPW_Award_Phragmites_Mitigation, 2026 0528 2026_Phragmites_Proposal_Summary

RESOLUTION #26-53

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND BIRENBAUM FAMILY FARMS LLC
(Phragmites Mitigation)

WHEREAS, the City is in need of services to control invasive phragmites as designated locations within City-owned properties and stormwater management facilities to protect the ecological health of the City's stormwater facilities and native vegetation; and

WHEREAS, Birenbaum Family Farms LLC has available and offers to provide personnel and equipment necessary to accomplish the phragmites mitigation services, subject to the terms and conditions of the City of De Pere Contract for the Purchase of Services, attached hereto and incorporated herein by reference; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The City Manager and City Clerk are authorized and directed to enter into an Agreement for Contractor Services Between the City of De Pere and Birenbaum Family Farms LLC as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2026.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/08/2026



CITY OF DE PERE
CONTRACT FOR PURCHASE OF SERVICES

1. PARTIES.
This is a Contract between the City of De Pere, a Wisconsin municipal corporation, hereafter referred to as the "City" and Birenbaum Family Farms LLC, hereafter referred to as "Contractor."

The Contractor is a:

☐Corporation	☒Limited Liability Company	☐General Partnership	☐LLP
☐Sole Proprietor	☐Unincorporated Association	☐Other: _____	

2. PURPOSE.
The purpose of this Contract is as set forth in Section 3.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.
Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s): Phragmites mitigation within City-owned properties and stormwater management facilities as identified on City's Request for Proposals attached hereto as Exhibit A, and Contractor's Proposal responsive thereto attached as Exhibit B.

The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the month.

4. ORDER OF PRECEDENCE.
In the event of a conflict between the terms of this Contract and the terms of any document attached or incorporated herein, the terms of this Contract, the City's requests for proposals/bids, the version of the Contractor's proposal/bid that was accepted by the City, and the City's Purchase Order (if any) shall control and supersede any such conflicting term.

5. TERM AND EFFECTIVE DATE.
This Contract shall become effective upon execution by the City Manager and the City Clerk (or the Purchasing Agent if so authorized) on behalf of the City of De Pere, unless another effective date is specified in the attachment(s) incorporated in Section 3. The effective date of this Contract shall be July 1, 2026. The term of the Contract shall be four (4) months terminating on October 31, 2026.

6. ENTIRE AGREEMENT.
This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

7. ASSIGNABILITY/SUBCONTRACTING.
Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

8. DESIGNATED REPRESENTATIVE

A. Contractor designates Zachery Birenbaum as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 14, Notices.

B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

9. PROSECUTION AND PROGRESS.

A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.

B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3 and Section 5, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, strikes, labor disputes, epidemic or pandemic, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.

C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.

D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 23 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.

E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

10. AMENDMENT.

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

11. EXTRA SERVICES.

The City may request the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 23.B. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 22, unless the Contract is amended as provided in Section 10 above.

12. NO WAIVER.

No failure to exercise, and no delay in exercising any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

13. SEVERABILITY.

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

14. NOTICES.

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

City of De Pere

Attn: City Manager

335 South Broadway Street

De Pere, WI 54115

FOR THE CONTRACTOR:

Birenbaum Family Farms LLC

Attn: Zachary Birenbaum

8118 Carstens Road

Manitowoc, WI 54220

15. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.

The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the City prior to payment. The Contractor is informed that as an independent Contractor, they may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

16. GOODWILL.

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

17. THIRD PARTY RIGHTS.

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

18. AUDIT AND RETAINING OF DOCUMENTS.

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

19. CHOICE OF LAW.

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

20. CONTRACTOR COMPLIANCE AND RESPONSIBILITY.

A. LAWS TO BE OBSERVED/LICENSING AND PERMITS.

(1) The Contractor shall give all notices and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any

manner affect the work or its conduct. The Contractor shall indemnify and hold harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation whether by Contractor or its employees, subcontractors, or agents. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

(2) Contractor shall procure and be required to demonstrate valid possession of appropriate required permits and licenses necessary and incidental to the work required hereunder and will keep them in effect for the term of this Contract. The Contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

B. WORK SAFETY AND HEALTH.

(1) The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City may determine reasonably necessary , to protect the life and health employees on the job and the safety of the public and to protect the property in connection with the performance of the work covered by the Contract.

C. CONTRACTOR'S RESPONSIBILITY FOR WORK.

(1) Until acceptance of the work by the City, as provided under Section 9(E), the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution of nonexecution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above cause before acceptance and shall bear the expense thereof, except damage to the work due to unforeseeable causes beyond control of and without the fault of negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor, prior to suspension, shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the City.

21. CONFLICT OF INTEREST.

A. The Contractor warrants that it and its agents and employees have no public or private interest and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.

B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

22. COMPENSATION.

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed $5,679.05.

23. BASIS FOR PAYMENT.

A. GENERAL.

(1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 22 of this Contract. The City will pay the Contractor for completed and approved "extra services," if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.

(2) The Contractor shall submit itemized invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.

(3) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.

(4) Final payment of any balance due to the Contractor will be made upon acceptance by the City of the services

under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.

(5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, arising under this Agreement.

(6) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 10, AMENDMENT.

(7) The City will not compensate for unsatisfactory performance by the Contractor.

B. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.

(1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 14, NOTICES.

(2) The City may, by written order, request extra services or decreased services, as defined in Section 11 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 10 of this Agreement.

(3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 14 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of the additional fee or time requested.

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(4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

24. WARRANTY OF MATERIALS AND WORKMANSHIP.

The Contractor warrants all materials furnished and work performed under this Agreement to be free of defects in materials and workmanship for a period of one (1) year from the date of final payment (the "Warranty Period"). The Contractor shall, at its expense and within a reasonable time after receipt of written notice from the City, promptly repair or replace any defective materials or workmanship. Any repair or replacement performed under this warranty shall itself be warranted for one (1) year from the date of repair or replacement. If the Contractor fails to commence correction within thirty (30) days of notice, the City may correct the defect and recover cost from the Contractor. The Contractor shall also obtain and assign to the City all warranties from any and all subcontractors, manufacturers, and suppliers, and shall enforce the same for the benefit of the City.

25. CANCELATION/TERMINATION.

A. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.

B. The City may terminate this Contract for any reason upon 30 days prior written notification to Contractor. Termination by City will entitle Contractor to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.

C. In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Contractor, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Contractor under the Contract.

D. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

26. INDEMNIFICATION.

Contractor hereby agrees to indemnify, defend and hold harmless the City of De Pere its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be

caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the City of De Pere, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

27. LIMITATION OF LIABILITY

Neither City nor Contractor will be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages.

28. INSURANCE.

It is hereby agreed and understood that the insurance required by the City of De Pere is primary coverage and that any insurance or self-insurance maintained by the City of De Pere, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the Contract.

1. GENERAL LIABILITY COVERAGE

Commercial General Liability. Policy will be written to provide coverage for, but not limited to, the following: Premises and Operations Liability, Products and Completed Operations, Personal Injury, Blanket Contractual Liability coverage for the joint negligence of the City of De Pere, its officers, council members, agents, employees, authorized volunteers and the named insured, Broad Form Property Damage, Independent Contractor's coverage, and coverage for Property Damage from Perils of Explosion, Collapse, or Damage to Underground Utilities (commonly known as XCU coverage). Limits of liability not less than:

1. $2,000,000 general aggregate;
2. $1,000,000 products/completed operations aggregate per project;
3. $1,000,000 personal injury and advertising injury per project; and
4. $1,000,000 each occurrence limit.

2. AUTOMOBILE LIABILITY COVERAGE

A. Minimum Limits - $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Business automobile policy must cover liability for "Any Auto" - including Owned, Non-Owned private passenger automobile and commercial vehicles and Hired automobiles

3. UMBRELLA LIABILITY

Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than $2,000,000 each occurrence, $4,000,000 aggregate.

4. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Workers Compensation and Employers' Liability Insurance. Statutory workers compensation benefits and employers' liability insurance with a limit of liability no less than $1,000,000 each accident. This policy shall be endorsed to include a waiver of subrogation in favor of City. Contractor shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

5. PROPERTY COVERAGE

Property Insurance. Each party to this Agreement will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and City structures, fencing, or support systems that may

be placed on, within, or around City Facilities to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance.

6. ADDITIONAL PROVISIONS

* **Additional Insured** – The City of De Pere, and its elected or appointed officials, officers, employees, agents and authorized volunteers shall be named as "Additional Insureds" on all Liability policies.
* **Waiver of Workers Compensation Subrogation** - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of De Pere.
* **Certificates of Insurance** – Certificates of Insurances, Commercial General, Umbrella and Additional Insured Endorsements acceptable to the City shall be submitted prior to commencement of the work.
* **Endorsement** -The Additional Insured and Workers' Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
* **Occurrence Basis** – All policies, other than workers compensation, shall be written on an occurrence and not on an claims-made basis.
* **Notice** - City of De Pere requires thirty (30) day advance written notice of cancellation.
* **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove of any insurance company. A minimum rating of no less than A and Financial Size Category of no less than Class VI is required.
* **Prohibited Exclusions** - No policies of insurance required to be obtained by Contractor or its contractors or subcontractors shall contain provisions (1) that exclude coverage of liability assumed by this Agreement with City except as to infringement of patents or copyrights or for libel and slander in program material, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to City's employees or agents, or (4) that exclude coverage of liability for injuries or damages caused by Contractor's contractors or contractors employees, servants, or agents.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

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

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

27. CONFIDENTIAL INFORMATION

Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see section 28) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (ii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law.

28. OPEN RECORDS

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

29. OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

30. FORCE MAJEURE.

Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

31. AUTHORITY.

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor’s behalf.

32. COUNTERPARTS, ELECTRONIC DELIVERY.

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands at De Pere, Wisconsin.

CONTRACTOR:

By: _____
(Signature)

Zachary Birenbaum, Authorized Member
(Print Name and Title of Person Signing)

Date: _____

By: _____
(Signature)

_____
(Print Name and Title of Person Signing)

Date: _____

CITY OF DE PERE
A Wisconsin municipal corporation:

By: _____
Kimberly T. Flom, City Manager

Date: _____

By: _____
Carey E. Danen, City Clerk

Date: _____

REQUEST FOR PROPOSALS
FOR
2026 PHRAGMITES MITIGATION

The City of De Pere would like to invite your firm to submit a proposal to complete phragmites mitigation within City-owned properties and stormwater management facilities.

Your proposal shall be submitted to Chase Kuffel, Assistant City Engineer, by Thursday, May 28, 2026, at 2:00 PM CDT. Proposals shall be submitted via email at ckuffel@deperewi.gov. All submitted proposals shall include the following:

1. A statement regarding the contractor's capacity to perform the work, including
   a. The number of people on the herbicide treatment team and their roles.
   b. The range of phragmites populations treated in a typical workday.
2. Indicate any services to be provided by subconsultants.
3. Wisconsin DATCP Commercial Pesticide Applicator certification and license number of the individuals responsible for treatment, chemical storage, transport, and application.
4. Relevant experience and two references for similar work completed.

GENERAL INFORMATION:

City of De Pere is seeking qualified contractors for services to control invasive phragmites within City-owned properties and stormwater management facilities. Phragmites (Common Reed Grass, *Phragmites australis*) is a non-native variety of phragmites and is threating the ecological health of the City's stormwater facilities by displacing native vegetation.

The objective of this RFP is to chemically treat phragmites at locations identified by City staff using a combination of glyphosate and imazapyr. Application rates are further outlined in the scope of work. The City will mechanically cut phragmites in advance of treatment to provide access for chemical treatment.

SCOPE OF WORK:

The chosen firm will be tasked in completing phragmites mitigation at locations designated by City staff. The majority of the correspondence and review will be completed via email and by phone with Chase Kuffel, Assistant City Engineer. The treatment locations identified as part of this RFP are as follows:

1. Lawrence Drive – Dry pond south of Grant Street and west of USH 41.
2. Venture Avenue Pond (Parcel #: WD-D0078)
3. Richco Court pond and swale (Parcel #s: WD-L179-3 and WD-L178-3)
4. Everett Drive swale (Parcel #: WD-2333)

5. Honeysuckle pond swale (Parcel #: WD-1045)
6. Southwest Park Dry and Wet ponds (Parcel #: WD-1262 and WD-L445)
7. South Stellita Circle wet pond (Parcel #: WD-2184)
8. Tullig Place wet pond (Parcel #: WD-1753)

Meetings

Prior to work start, the City will hold a kickoff meeting to review the phragmites treatment locations and the scope of the RFP with the consultant. All subconsultants shall be present for this meeting.

Chemical Treatment Preparation

The City has identified the following items requiring preparation in advance of the phragmites mitigation:

1. Identification of treatment date(s).
2. A brief description of the proposed phragmites treatment approaches including the proposed equipment to be used.
3. Submittal of material data safety sheets (MSDS) for both glyphosate and imazapyr including manufacturer's application and mixing directions.

Chemical Treatment

Treatment of phragmites shall be a combination of glyphosate and imazapyr applied after plants are in full bloom in late summer. The herbicide rate shall be three pints of glyphosate and three pints of imazapyr per acre.

The following tasks summarize the scope of work to be completed by the contractor:

1. Treat targeted species in the outlined areas of De Pere according to maps and data provided by the City. Locations identified are also subject to consultant's discretion, within the period specified in this request or as otherwise agreed upon by the selected contractor and the City.
2. Oversee and manage all herbicide application and other treatment efforts in cooperation with the City.
3. Provide notice to and coordination with De Pere prior to treatments.
4. Implement effective control treatment for Phragmites (Common Reed Grass, *Phragmites australis*) using established best management practices and in compliance with all label instructions and all applicable federal, state, and local regulations.
5. Follow the certification, licensing, and permit requirements as required by Wisconsin Administrative Code and administered by the Wisconsin Department of Natural

Resources; the Wisconsin Department of Agricultural, Trade, and Consumer Protection for herbicide applicators; and local permitting requirements as necessary.

6. Follow the required reporting and recordkeeping obligations by tracking and submitting the location and type of invasive species treated for each population, including the date and method of treatment.

The consultant will call or meet at least once a day with the City to report job progress and receive new job assignments while work on this proposal is in progress.

SCHEDULING:

The City anticipates taking proposals to the Board of Public Works and Common Council on June 8, 2026 and June 16, 2026 for consideration and approval. Chemical treatment of phragmites is planned to be completed by October 31, 2026.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

FEE:

The proposed fee schedule shall be submitted on the attached form. The quantities listed on the attached fee schedule are estimated and will be paid by actual quantities completed. A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

DELIVERABLES:

The deliverables for the phragmites mitigation project include the following:

1. Herbicide certification/licensing. Any applicator applying herbicides in a situation that requires certification or licensing by the Wisconsin Department of Agriculture, Trade, and Consumer Protection, according to Wisconsin Statutes and Wisconsin

Administrative codes, must provide City of De Pere with a copy of its certification and/or license prior to field application.

2. Permit and treatment records. When a permit is required under Wisconsin Administrative Code, the contractor is responsible for completion and submittal of such permit.
3. Time and materials records. Records for work implemented under this project must be documented in an invoice or similar format. The records shall include the following information, as appropriate: name of contractor performing the work, appropriate professional titles and certifications, name of this project, dates and description of work, cost of equipment/supplies, and hours logged by date and multiplied by per hour rate.
4. Recommendations of future phragmites treatment measures that the City should undertake in the future.

ADDITIONAL INFORMATION:

The City will provide the following to the consultant for the phragmites mitigation project:

1. Electronic maps of the phragmites treatment locations in either ArcGIS or AutoCAD format.
2. GPS coordinates of identified phragmites locations.
3. Staking and flagging of treatment locations and site square yardages.
4. Mechanical trimming of phragmites to allow for site access at locations identified by the consultant in advance of the treatment date. The City will require a minimum two week notice to mechanically trim for site access.

Additionally, the city will complete all notification to affected residents and businesses prior to the treatment date.

A sample consultant agreement is attached.

PROPOSED FEE SCHEDULE:

Company Name: _____

Company Address Line 1: _____

Company Address Line 2: _____

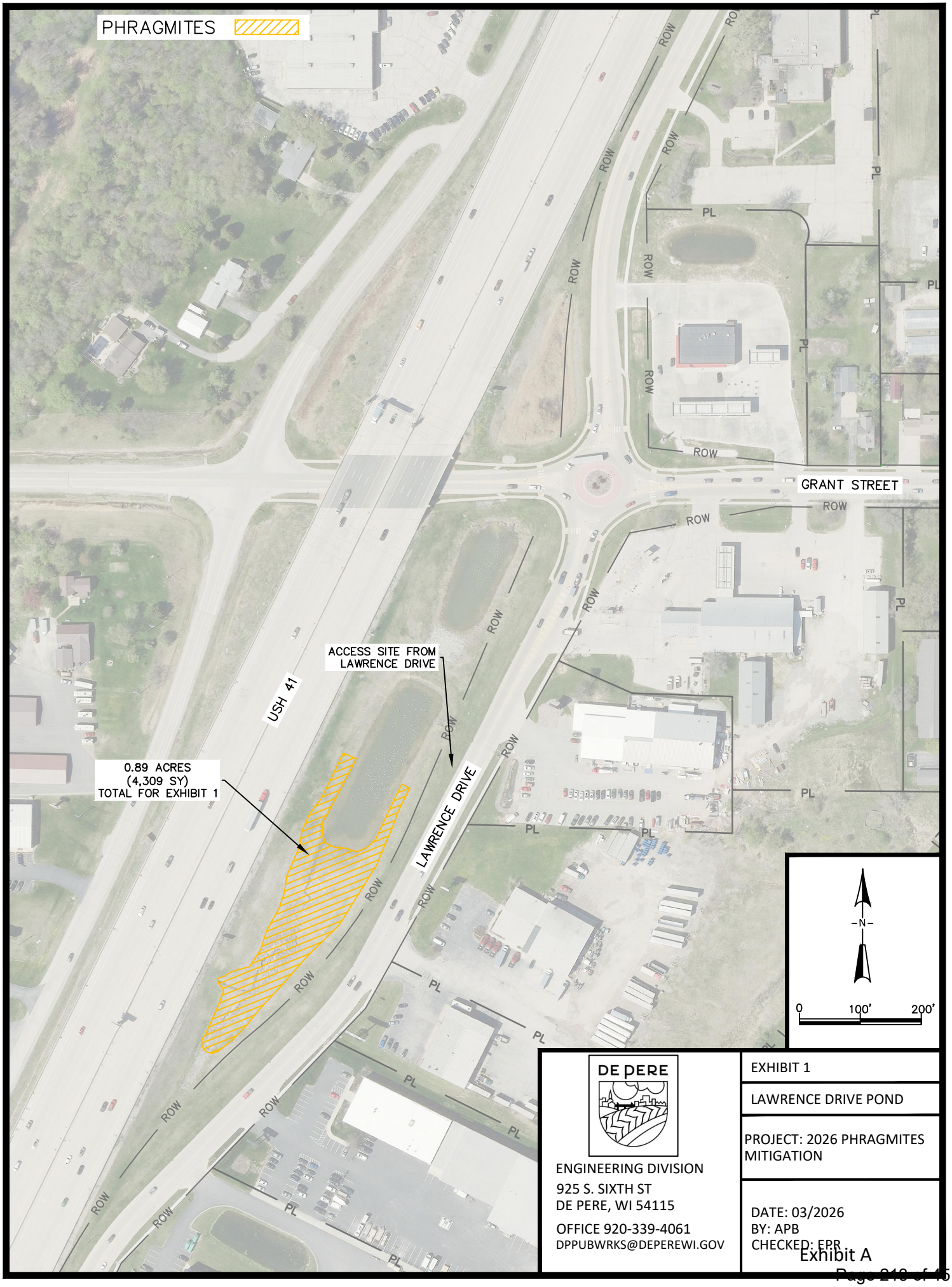
Company Representative: _____

Signature: _____

Fee (Total): _____

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Item #	Description	Unit	Quantity	Unit Price	Total
A	Kickoff Meeting	LS	1	$	$
B	Glyphosate	GAL	2.25	$	$
C	Imazapyr	GAL	2.25	$	$
D	Herbicide Application	SY	28,652	$	$
E	Herbicide Treatment Records	LS	1	$	$
				PROPOSAL TOTAL	$



DE PERE

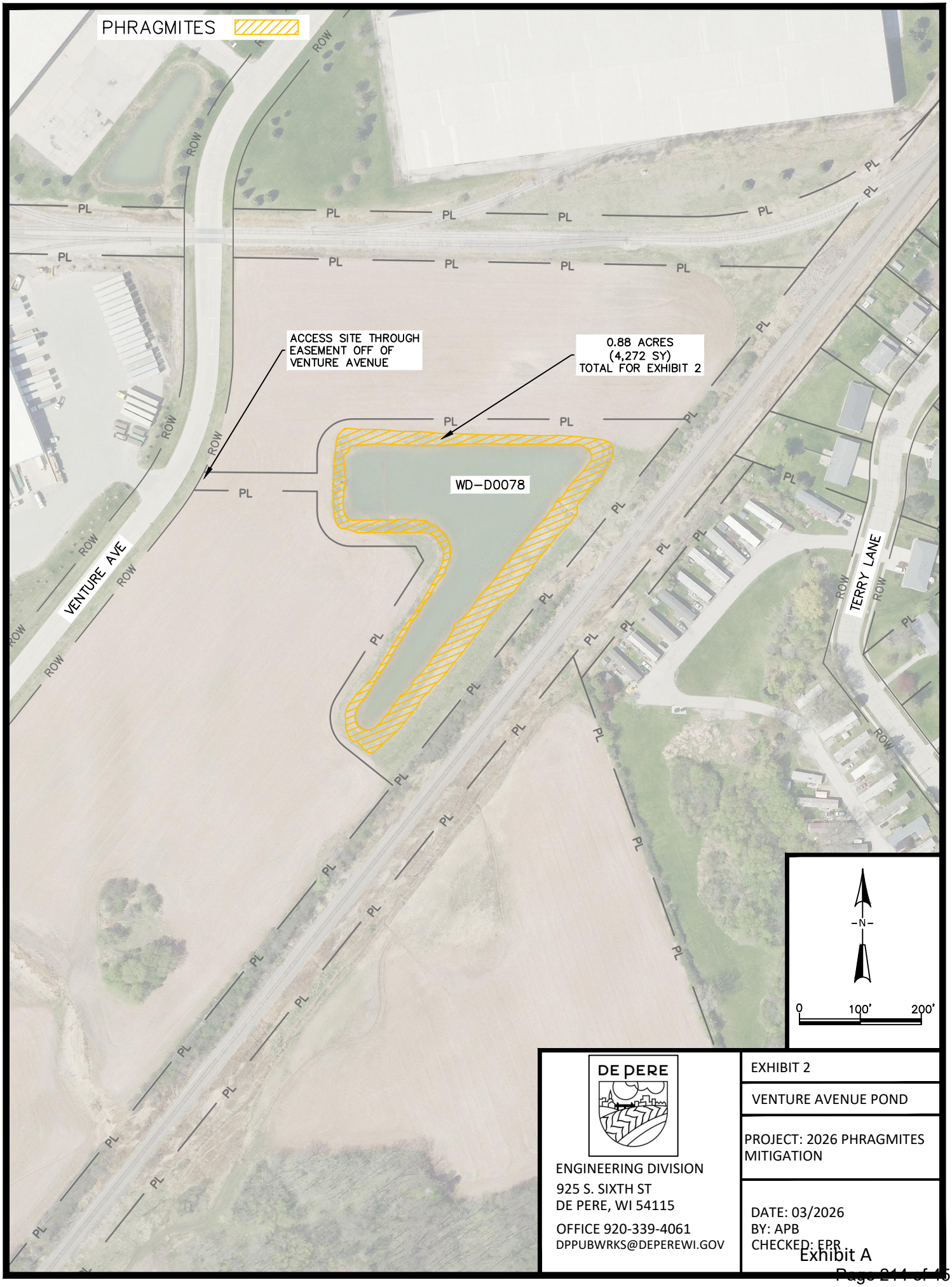
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT 1

LAWRENCE DRIVE POND

PROJECT: 2026 PHRAGMITES MITIGATION

DATE: 03/2026
BY: APB
CHECKED: EPR



DE PERE

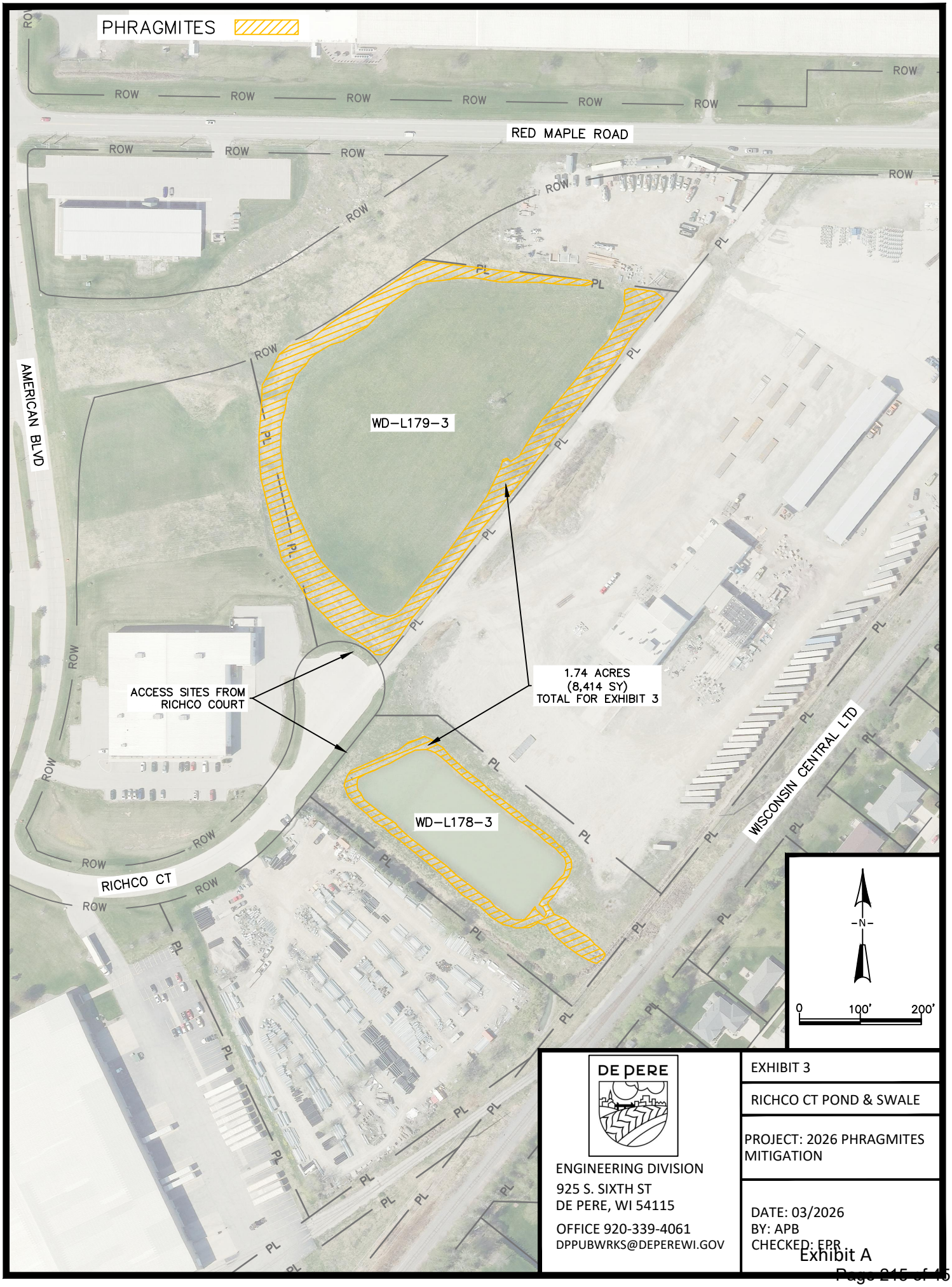
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT 2

VENTURE AVENUE POND

PROJECT: 2026 PHRAGMITES MITIGATION

DATE: 03/2026
BY: APB
CHECKED: EPR



DE PERE

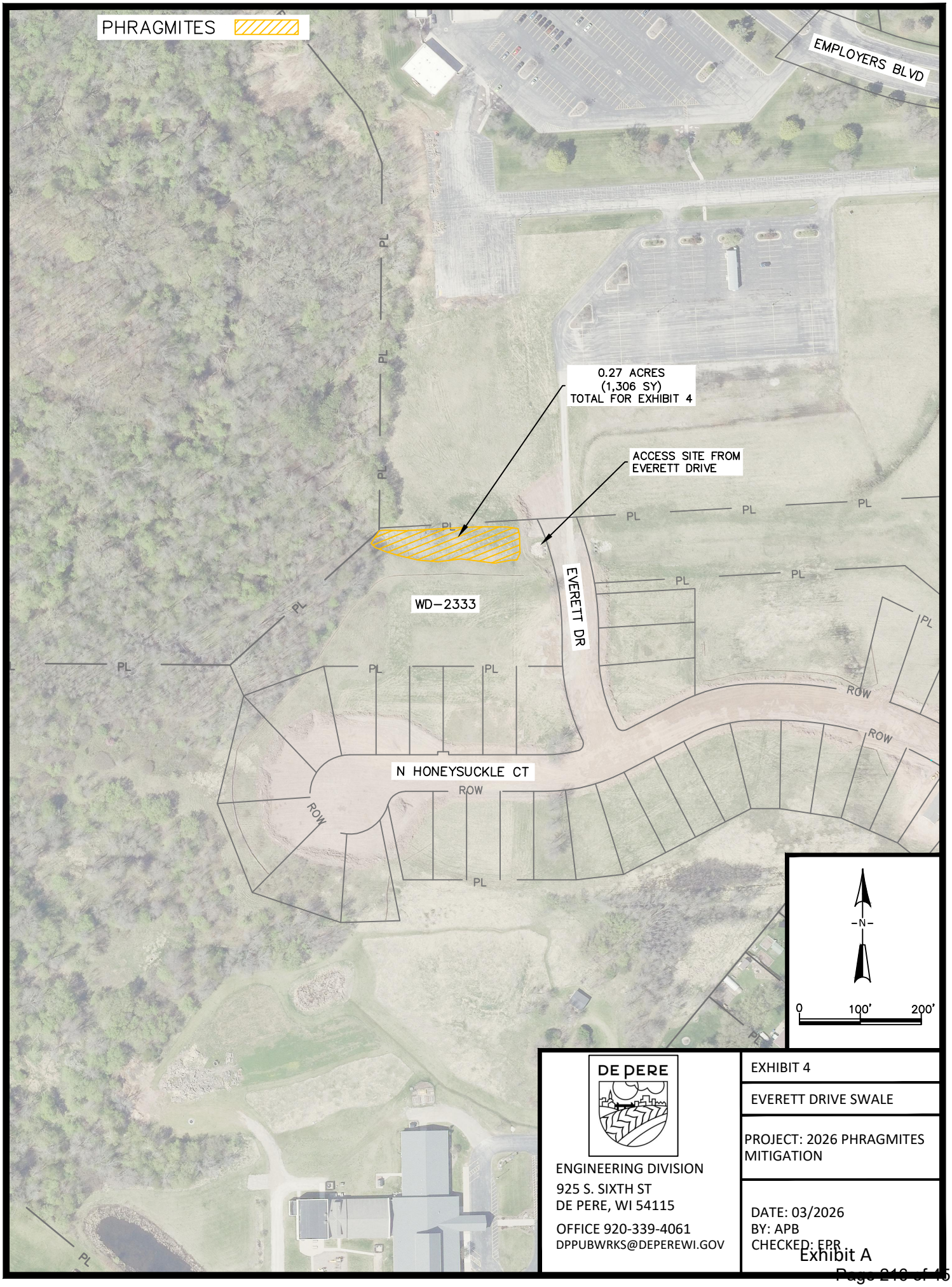
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT 3

RICHCO CT POND & SWALE

PROJECT: 2026 PHRAGMITES MITIGATION

DATE: 03/2026
BY: APB
CHECKED: EPR



DE PERE

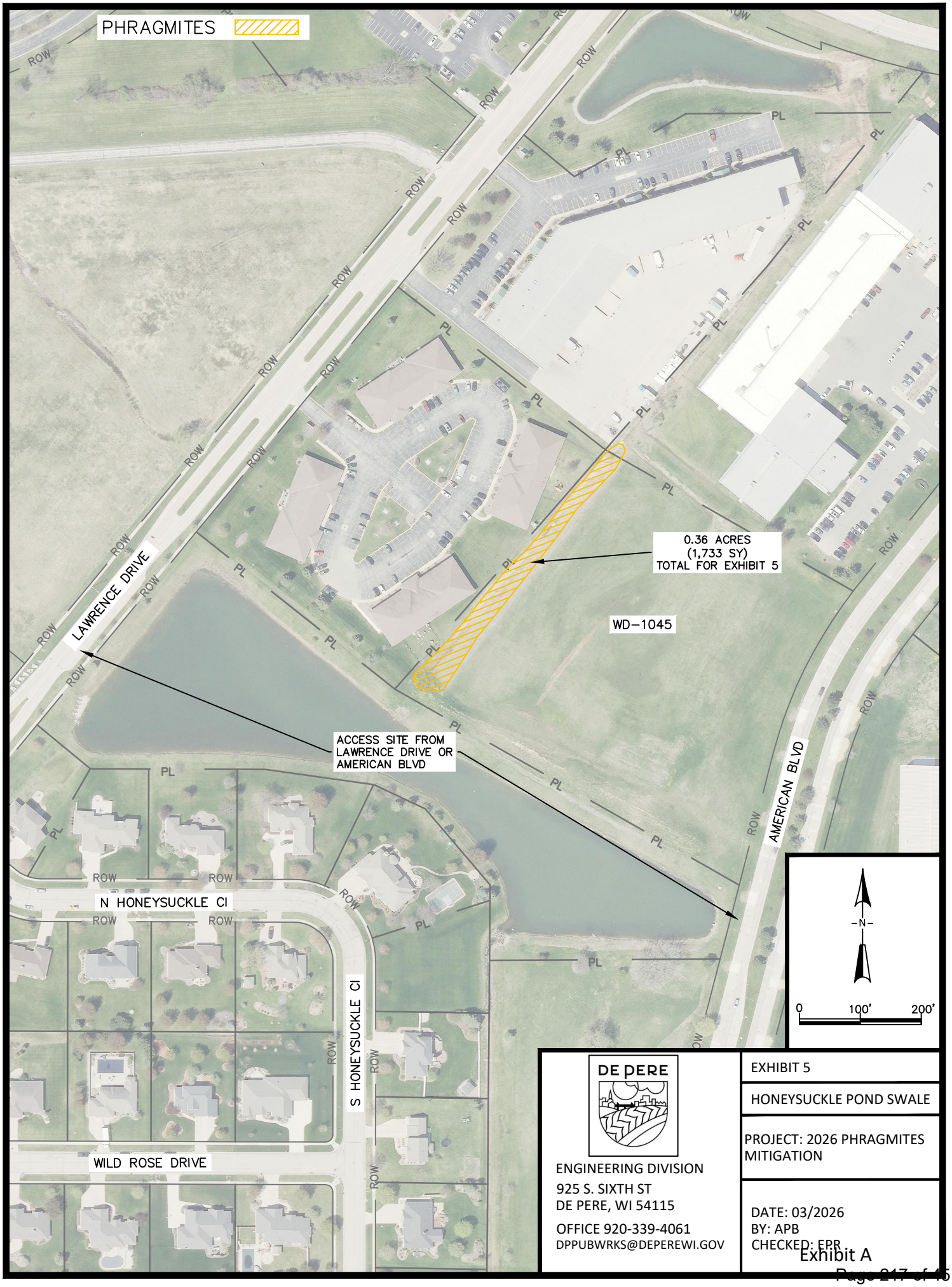
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT 4

EVERETT DRIVE SWALE

PROJECT: 2026 PHRAGMITES MITIGATION

DATE: 03/2026
BY: APB
CHECKED: EPR



DE PERE

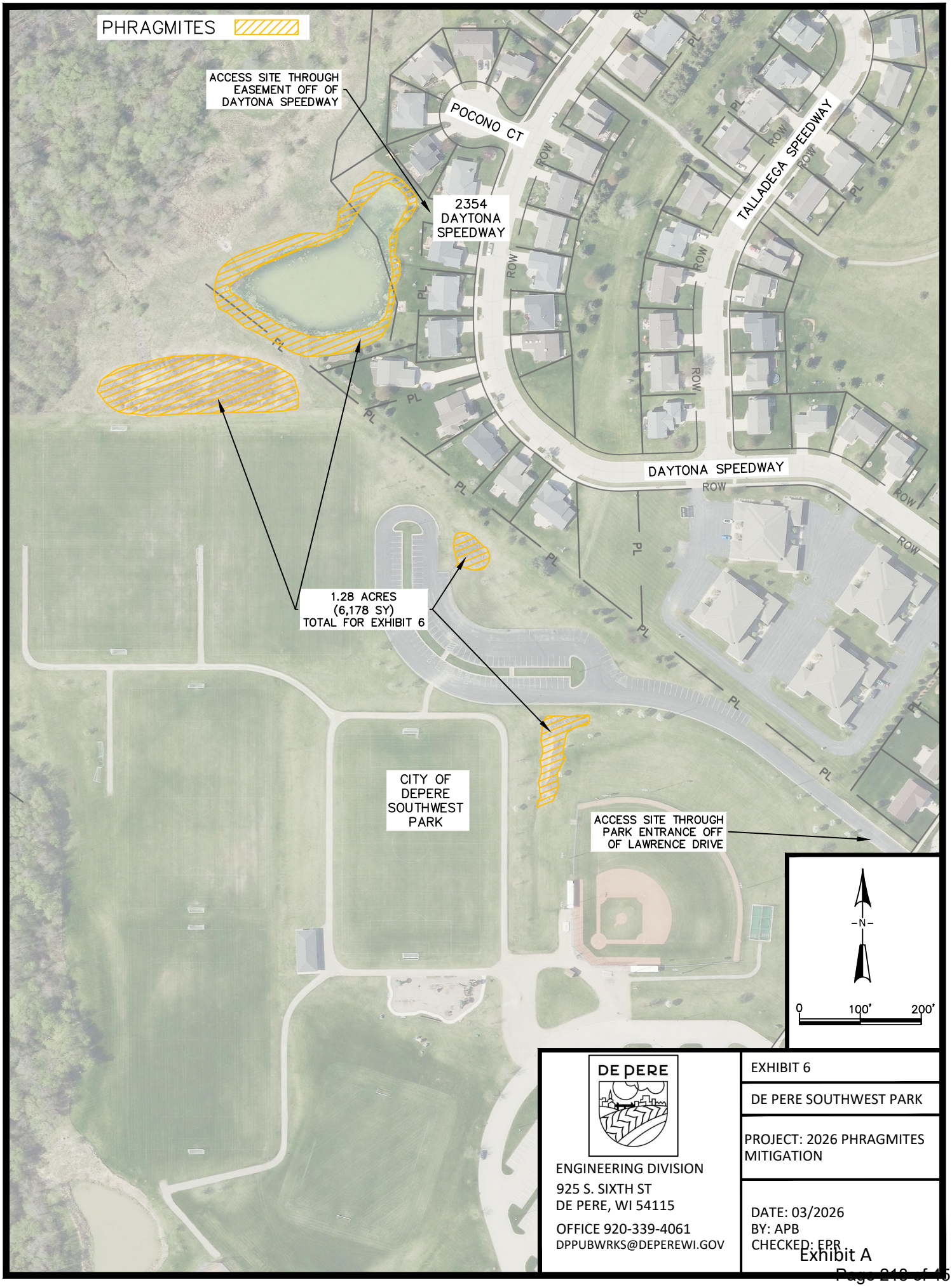
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT 5

HONEYSUCKLE POND SWALE

PROJECT: 2026 PHRAGMITES MITIGATION

DATE: 03/2026
BY: APB
CHECKED: EPR



DE PERE

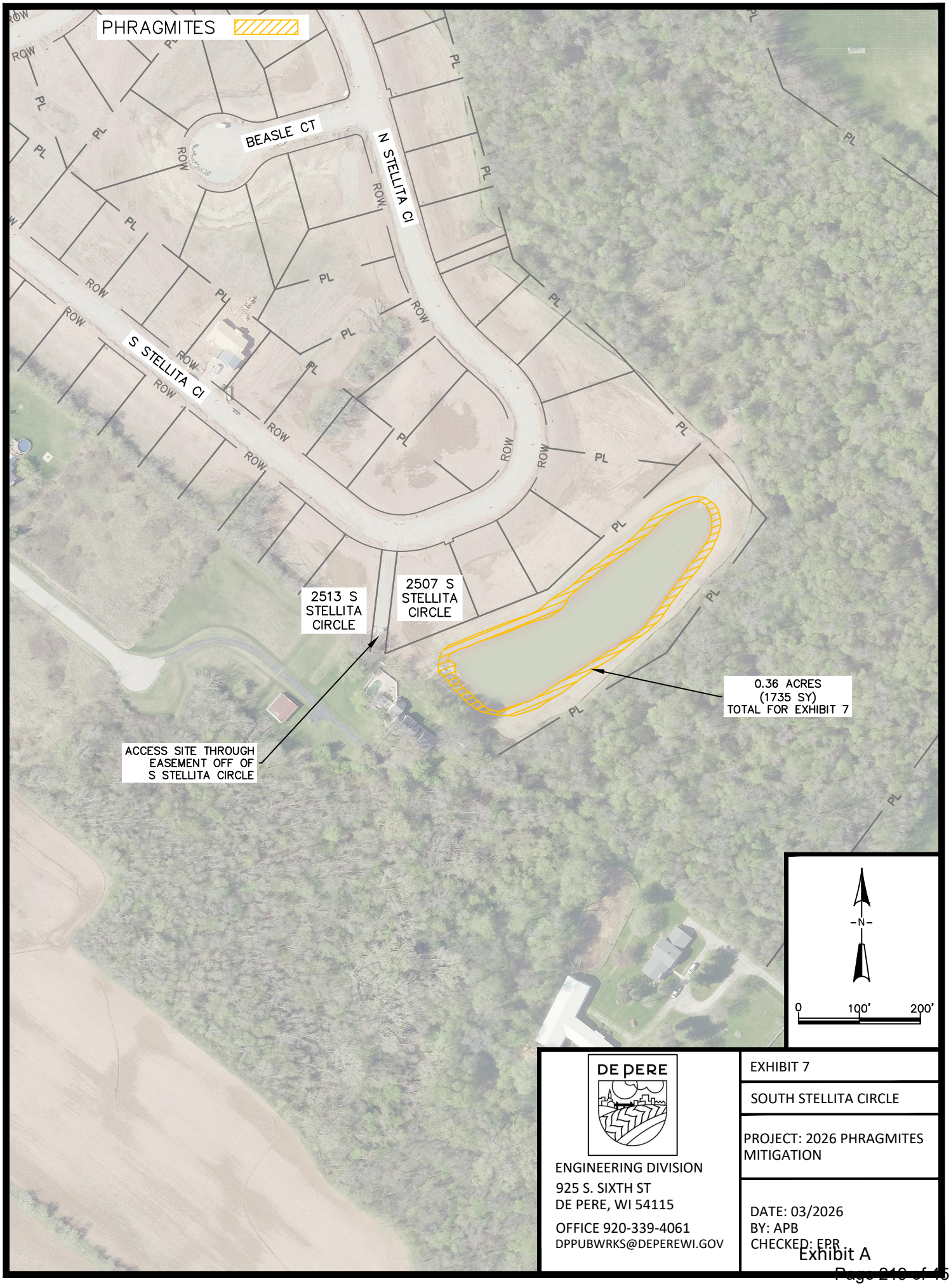
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT 6

DE PERE SOUTHWEST PARK

PROJECT: 2026 PHRAGMITES MITIGATION

DATE: 03/2026
BY: APB
CHECKED: EPR



DE PERE

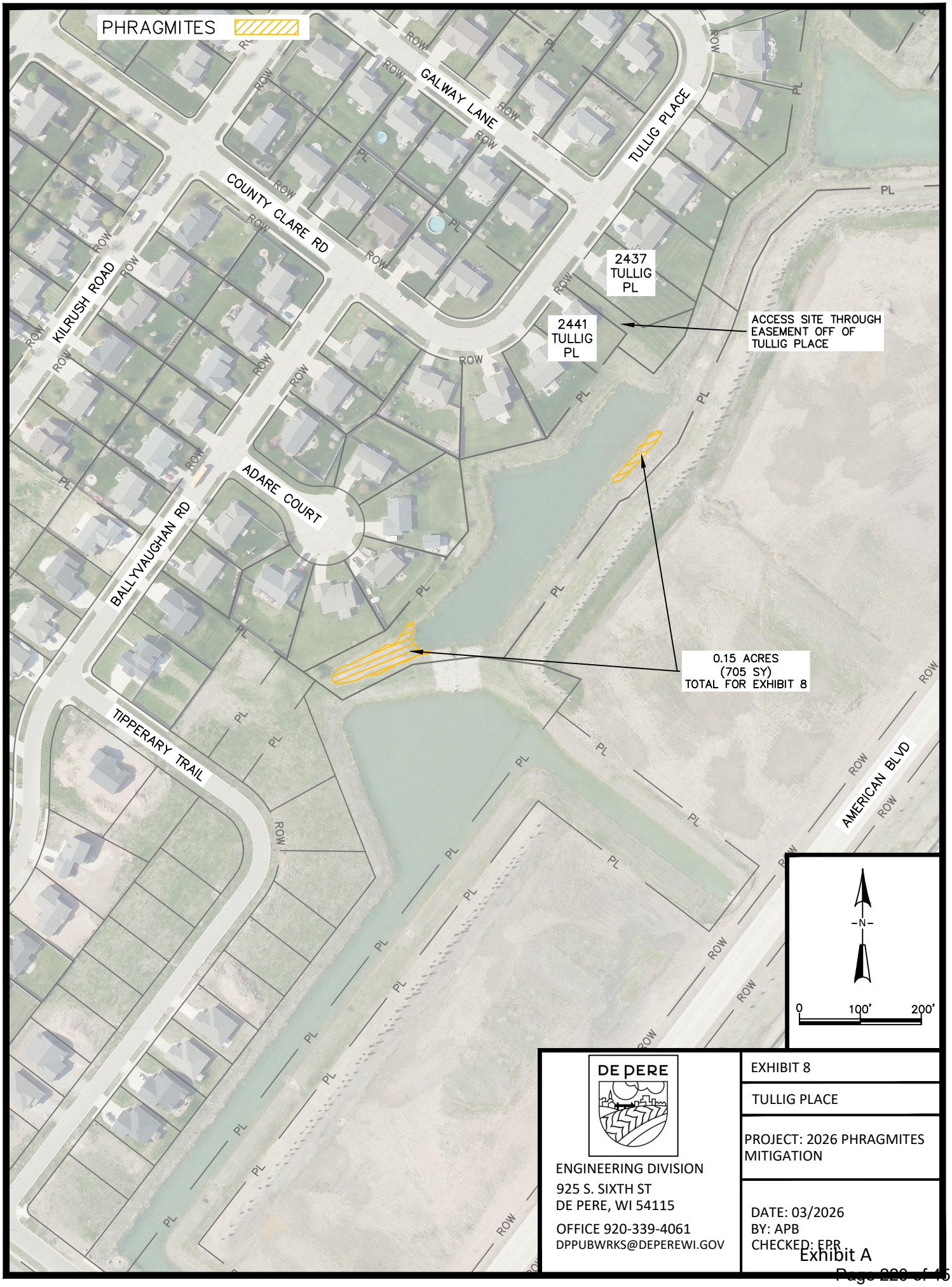
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT 7

SOUTH STELLITA CIRCLE

PROJECT: 2026 PHRAGMITES MITIGATION

DATE: 03/2026
BY: APB
CHECKED: EPR



DE PERE

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

EXHIBIT 8

TULLIG PLACE

PROJECT: 2026 PHRAGMITES MITIGATION

DATE: 03/2026
BY: APB
CHECKED: EPR

PROPOSED FEE SCHEDULE:

Company Name: Birenbaum Family Farms LLC

Company Address Line 1: 8118 carstens Road Manitowoc, WI 54220

Company Address Line 2: _____

Company Representative: Zachary Birenbaum

Signature: Zachary Birenbaum

Fee (Total): 5679.05

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Item #	Description	Unit	Quantity	Unit Price	Total
A	Kickoff Meeting	LS	1	$ 300	$ 300.00
B	Glyphosate	GAL	2.25	$ 17.00/gal	$ 38.25
C	Imazapyr	GAL	2.25	$ 108/gal	$ 243.00
D	Herbicide Application	SY	28,652	$ $.15/SY	$ 4297.80
E	Herbicide Treatment Records	LS	1	$ 800	$ 800.00
				PROPOSAL TOTAL	$ 5679.05

If there are any questions about what I filled out feel free to call me anytime! My number is (920) 901-2438. This is my first time filling something like this out so I am not sure if I did it correctly

-Thank You for Considering!

Zachary Birenbaum

2026 Phragmites Spraying Information

Business Name: Birenbaum Family Farms LLC

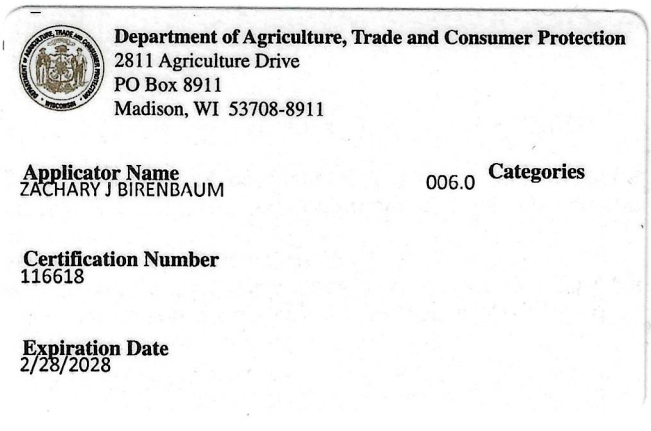
I am Zachary Birenbaum and I am the owner of Birenbaum Family Farms LLC. I have 2 tractors that I use to spray with. One of them is a John Deere 6420 model and is a narrower lighter weight tractor. I also have a John Deere Have a slightly larger tractor which is a John Deere 6R 145 model. On these tractors I use a 200-gallon 3-point sprayer with a boom that shoots out the side of the sprayer to do the application. This sprayer also has a retractable hose reel with a hand wand for harder to reach areas. The other sprayer that I have is a 500 gallon pull type sprayer with the exact same spray set up. I typically spray for weeds around farms and business parking lots as well as spraying road ditches for local townships to treat wild parsnip which is another invasive species. I have been doing this for approximately 4.5 years. I have not sprayed phragmites before, however I am confident that this setup would work well for the application.

I (Zachary Birenbaum) Will be the main person in charge of the application and as of right now I do not have any employees however I will be hiring 1 employee in about 2 weeks. His name is Lane Miller. I am working with him to become certified. I plan to work and train him on all the important rules and how to safely handle chemicals and perform all tasks safely. Lane's main role would be to assist in transport from spray site to spray site and bring the water trailer along to reload when needed. I do not premix chemicals to avoid spills, instead I only mix in the sprayer what will be used right away.

I am not positive about how long it will take to do the application, but I estimate 1.5-2 total days.

References: (road ditches) Dave Mueller (920)323-9675

(Farm yards) Steve Fisher (920)374-0028



Department of Agriculture, Trade and Consumer Protection
2811 Agriculture Drive
PO Box 8911
Madison, WI 53708-8911

Applicator Name
ZACHARY J BIRENBAUM

006.0 **Categories**

Certification Number
116618

Expiration Date
2/28/2028

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: June 8, 2026

RE: **Consideration and possible action on award of Request for Proposals for 2026 Phragmites Mitigation***

The Engineering Department received proposals for 2026 Phragmites Mitigation on May 28, 2026. The work is for treating phragmites on several swales and storm water ponds. Locations are included in the attached proposal. The proposals received are as follows:

Contractor	Estimate
Birenbaum Family Farms, LLC	$5,679.05
Merjent, Inc.	$8,233.17

The allocated budget amount for phragmites mitigation is $20,000.00 from the Storm Water Utility. Additional work may be added to this project as locations with phragmites are identified.

Staff's recommendation is to accept the proposal from Birenbaum Family Farms, LLC in the amount of $5,679.05.

Attachments:
2026 Phragmites Mitigation Summary
2026 Phragmites Mitigation RFP Packet

2026 Phragmites Mitigation

Item	Description	Unit	Qty	BIDDER NO. 1 Birenbaum Family Farms, LLC Unit Price	BIDDER NO. 1 Birenbaum Family Farms, LLC Amount Bid	BIDDER NO. 2 Merjent, Inc. Unit Price	BIDDER NO. 2 Merjent, Inc. Amount Bid
A	Kickoff Meeting	LS	1	$300.00	$ 300.00	$400.00	$ 400.00
B	Glyphosate	GAL	2.25	$17.00	$ 38.25	$80.00	$ 180.00
C	Imazapyr	GAL	2.25	$108.00	$ 243.00	$105.00	$ 236.25
D	Herbicide Application	SY	28652	$0.15	$ 4,297.80	$0.21	$ 6,016.92
E	Herbicide Treatment Records	LS	1	$800.00	$ 800.00	$1,400.00	$ 1,400.00
TOTAL AMOUNT BID:				**$**	**5,679.05**	**$**	**8,233.17**

City of De Pere, Wisconsin **9.F**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Resolution #26-54 Authorizing Agreement for Contractor Services with Suamico Trap, LLC (2026 Pond Trapping Services).
Recommendation:	Motion to approve.

The Board of Public Works at the June 8, 2026 meeting approved award of proposal to Suamico Trap, LLC in the amount of $6,963.00 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Attachments:
Reso26-54, Suamico Trap, LLC(Muskrat Trapping)6-11-26, Exhibit A-Suamico Trap, LLC, Exhibit B-2026 0527 Suamico Trap LLC, 2026 0608
CI_BOPW_Award_Pond_Trapping, 2026 0528
2026_Pond_Trapping_Proposal_Summary

RESOLUTION #26-54

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND SUMICO TRAP, LLC
(2026 Storm Water Facilities Trapping Services)

WHEREAS, the City is in need of retaining trapping services at its storm water detention ponds to protect against muskrat damage to pond embankments potentially causing side slop failures and damage to vegetation near its storm water facilities; and

WHEREAS, Suamico Trap, LLC has available and offers to provide personnel and equipment necessary to accomplish said trapping services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The City Manager and City Clerk are authorized and directed to enter into an Agreement for Contractor Services Between the City of De Pere and Suamic Trap, LLC as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2026.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/08/2026



CITY OF DE PERE
CONTRACT FOR PURCHASE OF SERVICES

1. PARTIES.
This is a Contract between the City of De Pere, a Wisconsin municipal corporation, hereafter referred to as the "City" and Suamico Trap, LLC, hereafter referred to as "Contractor."

The Contractor is a:

☐Corporation	☒Limited Liability Company	☐General Partnership	☐LLP
☐Sole Proprietor	☐Unincorporated Association	☐Other: _____	

2. PURPOSE.
The purpose of this Contract is as set forth in Section 3.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.
Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s): Trapping Services at City's storm water detention ponds to protect against muskrat damage to pond embankments and damage to vegetation near its storm water facilities as identified on City's Request for Proposals attached hereto as Exhibit A, and Contractor's Proposal responsive thereto attached as Exhibit B.

Services shall be billed at the conclusion of each trapping session, provided with the required reporting. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the month.

4. ORDER OF PRECEDENCE.
In the event of a conflict between the terms of this Contract and the terms of any document attached or incorporated herein, the terms of this Contract, the City's requests for proposals/bids, the version of the Contractor's proposal/bid that was accepted by the City, and the City's Purchase Order (if any) shall control and supersede any such conflicting term.

5. TERM AND EFFECTIVE DATE.
This Contract shall become effective upon execution by the City Manager and the City Clerk (or the Purchasing Agent if so authorized) on behalf of the City of De Pere, unless another effective date is specified in the attachment(s) incorporated in Section 3. The effective date of this Contract shall be July 1, 2026. The term of the Contract shall be six (6) months terminating on December 31, 2026.

6. ENTIRE AGREEMENT.
This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

7. ASSIGNABILITY/SUBCONTRACTING.
Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

8. DESIGNATED REPRESENTATIVE

A. Contractor designates Jeremy M. Ebner as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 14, Notices.

B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

9. PROSECUTION AND PROGRESS.

A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.

B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3 and Section 5, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, strikes, labor disputes, epidemic or pandemic, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.

C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.

D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 23 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.

E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

10. AMENDMENT.

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

11. EXTRA SERVICES.

The City may request the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 23.B. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 22, unless the Contract is amended as provided in Section 10 above.

12. NO WAIVER.

No failure to exercise, and no delay in exercising any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

13. SEVERABILITY.

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

14. NOTICES.

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties

listed below:

FOR THE CITY:

City of De Pere

Attn: City Manager

335 South Broadway Street

De Pere, WI 54115

FOR THE CONTRACTOR:

Suamico Trap, LLC

Attn: Jeremy M. Ebner

3060 Seafarer Way

Suamico, WI 54173

15. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.

The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the City prior to payment. The Contractor is informed that as an independent Contractor, they may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

16. GOODWILL.

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

17. THIRD PARTY RIGHTS.

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

18. AUDIT AND RETAINING OF DOCUMENTS.

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

19. CHOICE OF LAW.

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

20. CONTRACTOR COMPLIANCE AND RESPONSIBILITY.

A. LAWS TO BE OBSERVED/LICENSING AND PERMITS.

(1) The Contractor shall give all notices and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The Contractor shall indemnify and hold harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation whether by Contractor or its employees, subcontractors, or agents. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

(2) Contractor shall procure and be required to demonstrate valid possession of appropriate required permits and licenses necessary and incidental to the work required hereunder and will keep them in effect for the term of this Contract. The Contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

B. WORK SAFETY AND HEALTH.

(1) The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City may determine reasonably necessary , to protect the life and health employees on the job and the safety of the public and to protect the property in connection with the performance of the work covered by the Contract.

C. CONTRACTOR'S RESPONSIBILITY FOR WORK.

(1) Until acceptance of the work by the City, as provided under Section 9(E), the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution of nonexecution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above cause before acceptance and shall bear the expense thereof, except damage to the work due to unforeseeable causes beyond control of and without the fault of negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor, prior to suspension, shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the City.

21. CONFLICT OF INTEREST.

A. The Contractor warrants that it and its agents and employees have no public or private interest and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.

B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

22. COMPENSATION.

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed $6,963.00.

23. BASIS FOR PAYMENT.

A. GENERAL.

(1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 22 of this Contract. The City will pay the Contractor for completed and approved "extra services," if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.

(2) The Contractor shall submit itemized invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.

(3) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.

(4) Final payment of any balance due to the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.

(5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, arising under this Agreement.

(6) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 10, AMENDMENT.

(7) The City will not compensate for unsatisfactory performance by the Contractor.

B. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.

(1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 14, NOTICES.

(2) The City may, by written order, request extra services or decreased services, as defined in Section 11 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 10 of this Agreement.

(3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 14 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of the additional fee or time requested.

.

(4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

24. WARRANTY OF MATERIALS AND WORKMANSHIP.

The Contractor warrants all materials furnished and work performed under this Agreement to be free of defects in materials and workmanship for a period of one (1) year from the date of final payment (the "Warranty Period"). The Contractor shall, at its expense and within a reasonable time after receipt of written notice from the City, promptly repair or replace any defective materials or workmanship. Any repair or replacement performed under this warranty shall itself be warranted for one (1) year from the date of repair or replacement. If the Contractor fails to commence correction within thirty (30) days of notice, the City may correct the defect and recover cost from the Contractor. The Contractor shall also obtain and assign to the City all warranties from any and all subcontractors, manufacturers, and suppliers, and shall enforce the same for the benefit of the City.

25. CANCELATION/TERMINATION.

A. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.

B. The City may terminate this Contract for any reason upon 30 days prior written notification to Contractor. Termination by City will entitle Contractor to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.

C. In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Contractor, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Contractor under the Contract.

D. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

26. INDEMNIFICATION.

Contractor hereby agrees to indemnify, defend and hold harmless the City of De Pere its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or

administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the City of De Pere, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

27. LIMITATION OF LIABILITY

Neither City nor Contractor will be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages.

28. INSURANCE.

It is hereby agreed and understood that the insurance required by the City of De Pere is primary coverage and that any insurance or self-insurance maintained by the City of De Pere, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the Contract.

1. GENERAL LIABILITY COVERAGE

Commercial General Liability. Policy will be written to provide coverage for, but not limited to, the following: Premises and Operations Liability, Products and Completed Operations, Personal Injury, Blanket Contractual Liability coverage for the joint negligence of the City of De Pere, its officers, council members, agents, employees, authorized volunteers and the named insured, Broad Form Property Damage, Independent Contractor's coverage, and coverage for Property Damage from Perils of Explosion, Collapse, or Damage to Underground Utilities (commonly known as XCU coverage). Limits of liability not less than:

1. $2,000,000 general aggregate;
2. $1,000,000 products/completed operations aggregate per project;
3. $1,000,000 personal injury and advertising injury per project; and
4. $1,000,000 each occurrence limit.

2. AUTOMOBILE LIABILITY COVERAGE

A. Minimum Limits - $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Business automobile policy must cover liability for "Any Auto" - including Owned, Non-Owned private passenger automobile and commercial vehicles and Hired automobiles

3. UMBRELLA LIABILITY

Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than $2,000,000 each occurrence, $4,000,000 aggregate.

4. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Workers Compensation and Employers' Liability Insurance. Statutory workers compensation benefits and employers' liability insurance with a limit of liability no less than $1,000,000 each accident. This policy shall be endorsed to include a waiver of subrogation in favor of City. Contractor shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

5. PROPERTY COVERAGE

Property Insurance. Each party to this Agreement will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and City structures, fencing, or support systems that may be placed on, within, or around City Facilities to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance.

6. ADDITIONAL PROVISIONS

* **Additional Insured** – The City of De Pere, and its elected or appointed officials, officers, employees, agents and authorized volunteers shall be named as "Additional Insureds" on all Liability policies.
* **Waiver of Workers Compensation Subrogation** - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of De Pere.
* **Certificates of Insurance** – Certificates of Insurances, Commercial General, Umbrella and Additional Insured Endorsements acceptable to the City shall be submitted prior to commencement of the work.
* **Endorsement** -The Additional Insured and Workers' Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
* **Occurrence Basis** – All policies, other than workers compensation, shall be written on an occurrence and not on an claims-made basis.
* **Notice** - City of De Pere requires thirty (30) day advance written notice of cancellation.
* **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove of any insurance company. A minimum rating of no less than A and Financial Size Category of no less than Class VI is required.
* **Prohibited Exclusions** - No policies of insurance required to be obtained by Contractor or its contractors or subcontractors shall contain provisions (1) that exclude coverage of liability assumed by this Agreement with City except as to infringement of patents or copyrights or for libel and slander in program material, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to City's employees or agents, or (4) that exclude coverage of liability for injuries or damages caused by Contractor's contractors or contractors employees, servants, or agents.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

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

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

27. CONFIDENTIAL INFORMATION

Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see section 28) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (ii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law.

28. OPEN RECORDS

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material

breach of the Contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

29. OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

30. FORCE MAJEURE.

Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

31. AUTHORITY.

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor’s behalf.

32. COUNTERPARTS, ELECTRONIC DELIVERY.

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands at De Pere, Wisconsin.

CONTRACTOR:

By: _____
(Signature)

Jeremy M. Ebner, Managing Member
_____
(Print Name and Title of Person Signing)

Date: _____

By: _____
(Signature)

_____
(Print Name and Title of Person Signing)

Date: _____

CITY OF DE PERE
A Wisconsin municipal corporation:

By: _____
Kimberly T. Flom, City Manager

Date: _____

By: _____
Carey E. Danen, City Clerk

Date: _____

Request for Proposals
For
Trapping Services

The City of De Pere would like to invite your company to submit a proposal for muskrat trapping in Fall of 2026.

Your proposal must be submitted to our office by 2:00 PM on Thursday, May 28, 2026. Proposals can be emailed to Chase Kuffel, Assistant City Engineer at ckuffel@deperewi.gov.

GENERAL INFORMATION:
The City of De Pere conducts annual inspection of its storm water facilities. We are finding these facilities are experiencing damage to pond embankments and vegetation because of muskrats. The purpose for this Request for Proposals (RFP) is to obtain services to trap muskrats around these storm water facilities.

SCOPE OF SERVICES:
The City shall grant the selected Trapper exclusive rights for trapping muskrats only on or around the following City storm water facilities:

1. SW Business Park Pond System
2. Honeysuckle Pond and Swale
3. Lawrence Drive Pond
4. Dog Park Pond
5. Commerce Drive Pond
6. Daytona Speedway Pond
7. Mystic Creek Pond
8. Lawrence Drive / Grant Street Ponds
9. Trailside Lane Pond
10. Garrity's Glen Pond
11. Payton Court Pond

Muskrat removal will consist of one trapping period at each pond in the Fall of 2026. The trapping period for each pond shall last seven days. Upon completion of a trapping period, submit a report to the City listing the date of the trapping period and the number of muskrats removed from each pond.

The trapper is required to follow Wisconsin Trapping Regulations, latest edition, as set forth by the Wisconsin Department of Natural Resources.

SCHEDULING:

This RFP will result in an agreement between the City of De Pere and the selected trapper on or around the City's storm water facilities terminating December 18, 2026.

SITE ACCESS

Access each site as noted below and on the exhibits. Any on street parking must be accompanied by traffic control, meeting the standards set for in the United States Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD) to protect vehicles. Access to each individual pond is anticipated to be as follows:

1. Exhibit #1: SW Business Park Pond System
    - Parking on the grassed terrace on American Boulevard (See Exhibit #12 for traffic control requirements.)
    - Southbridge Road
    - American Court
    - Samantha Park
    - Any of the storm sewer easements shown on the exhibit, access by foot only
2. Exhibit #2: Honeysuckle Pond and Swale
    - Lawrence Drive Parking Lane
    - Red Maple Extended west of American Boulevard
    - Parking on the grassed terrace on American Boulevard (See Exhibit #12 for traffic control requirements.)
3. Exhibit #3: Lawrence Drive Pond
    - Access site from Preserve Trail
4. Exhibit #4: Dog Park Pond
    - Access site Biotech Way from the south side of the pond.
5. Exhibit #5: Commerce Drive Pond
    - Parking along pond border. An access easement has been maintained to this pond through the Amerilux Site.
6. Exhibit #6: Daytona Speedway Pond
    - Talladega Speedway
    - Storm easement between 1967 and 1975 S. Cross Creek Circle
7. Exhibit #7: Mystic Creek Pond
    - Parking on S Stellita Circle
    - Access site through lift station driveway by foot only
8. Exhibit #8: Lawrence Drive / Grant Street Ponds
    - Parking off the grassed terrace west of Lawrence Drive (See Exhibit #12 for traffic control requirements.)
    - Access off Lawrence Drive

7. Exhibit #9: Trailside Lane Pond
    - Access off Killarny Trail
    - Access off Trailside Lane
8. Exhibit #10: Garrity's Glen Pond
    - Parking on the grassed terrace on American Boulevard (See Exhibit #12 for traffic control requirements.)
    - Access off Garroman Dr
9. Exhibit #11: Payton Court Pond
    - Storm easement between 1822 and 1844 Payton Court.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

The Trapper shall comply with all DNR regulations and licensing requirements in conducting any trapping on or around the City's storm water facilities.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and shall restore the site to the condition existing prior to entry.

FEE:

The proposed fee schedule shall be submitted on the attached form. A company fee schedule shall be attached for additional services offered that are not shown on the attached form. Licensure fees for muskrat trapping shall be considered incidental to the submitted unit prices.

DELIVERY:

E-mail, in PDF format, copies of trapping results specific for each storm water facility to the City Engineer. Hard copies will not need to be provided. Trapping results shall include days trapping and the number of muskrats caught.

ADDITIONAL INFORMATION:

The City will provide the following services as part of this project:

- Trim vegetation around ponds if needed. Advance notice will need to be provided so the City can schedule required trimming.

A sample consultant agreement is attached.

Exhibits of each site are attached.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Item #	Description	Unit	Quantity	Total
Fall 2026 Trapping				
Fall-1	SW Business Park Pond System	ACRES	19.02	$
Fall-2	Honeysuckle Pond and Swale	ACRES	5.81	$
Fall-3	Lawrence Drive Pond	ACRES	1.23	$
Fall-4	Dog Park Pond	ACRES	4.82	$
Fall-5	Commerce Drive Pond	ACRES	3.66	$
Fall-6	Daytona Speedway Pond	ACRES	0.47	$
Fall-7	Mystic Creek Pond	ACRES	2.20	$
Fall-8	Lawrence Drive / Grant Street Ponds	ACRES	1.23	$
Fall-9	Trailside Lane Pond	ACRES	1.14	$
Fall-10	Garrity's Glen Pond	ACRES	4.82	$
Fall-11	Payton Court Pond	ACRES	0.53	$
			PROPOSAL TOTAL	$

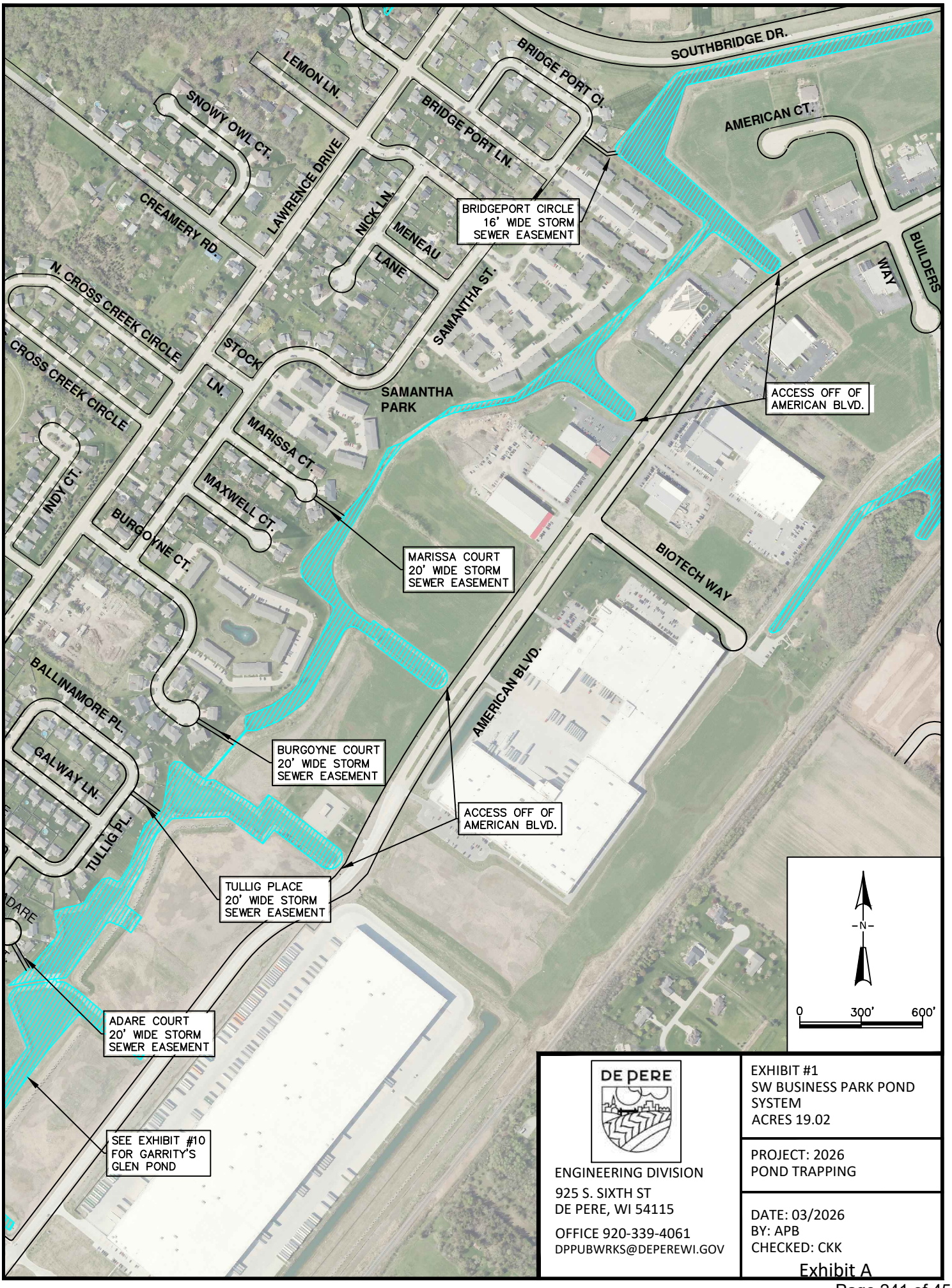


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EXHIBIT #1
SW BUSINESS PARK POND SYSTEM
ACRES 19.02

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

Exhibit A

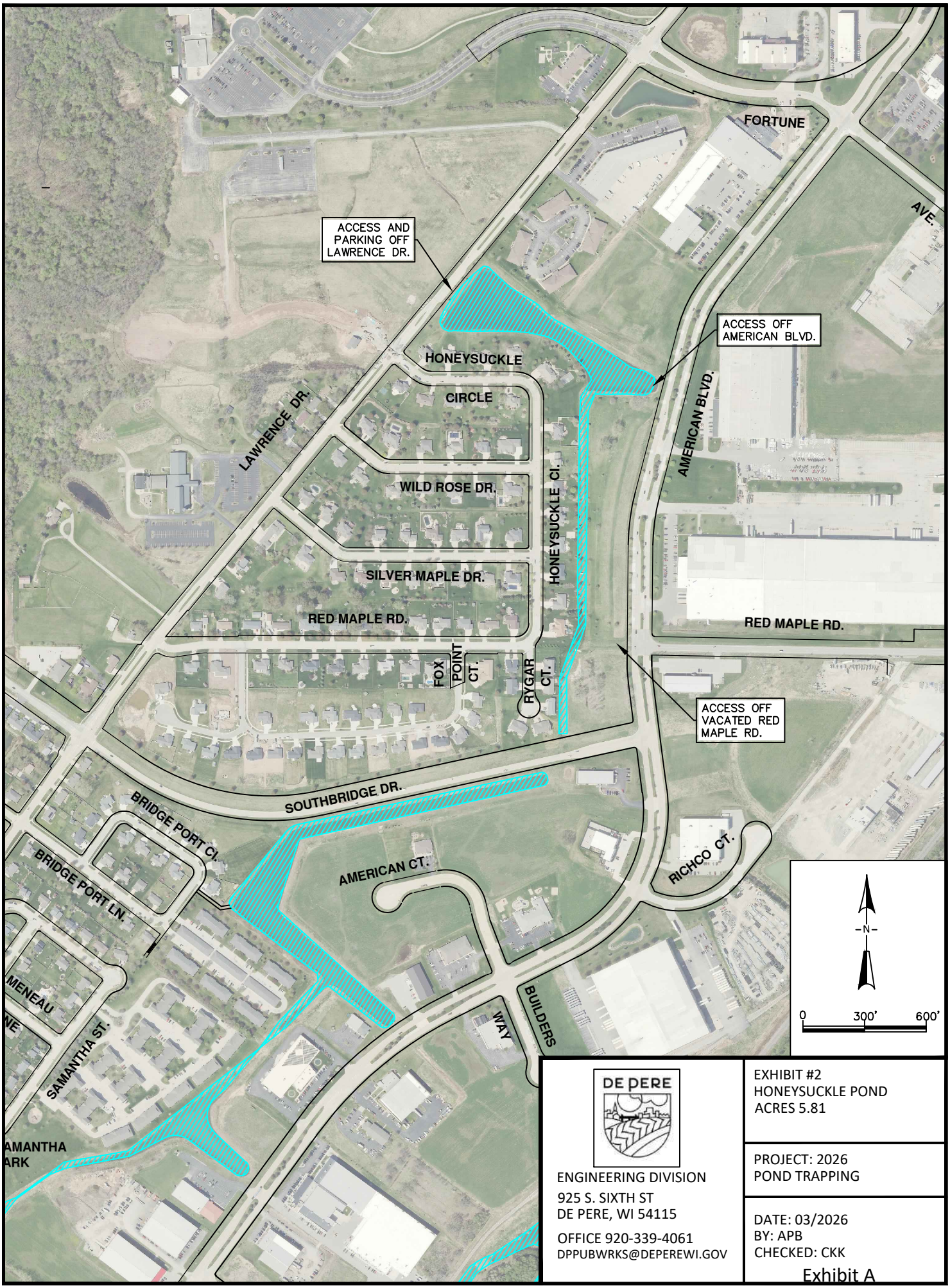

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EXHIBIT #2
HONEYSUCKLE POND
ACRES 5.81

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

Exhibit A



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EXHIBIT #3
LAWRENCE DRIVE POND
ACRES 1.23

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

Exhibit A

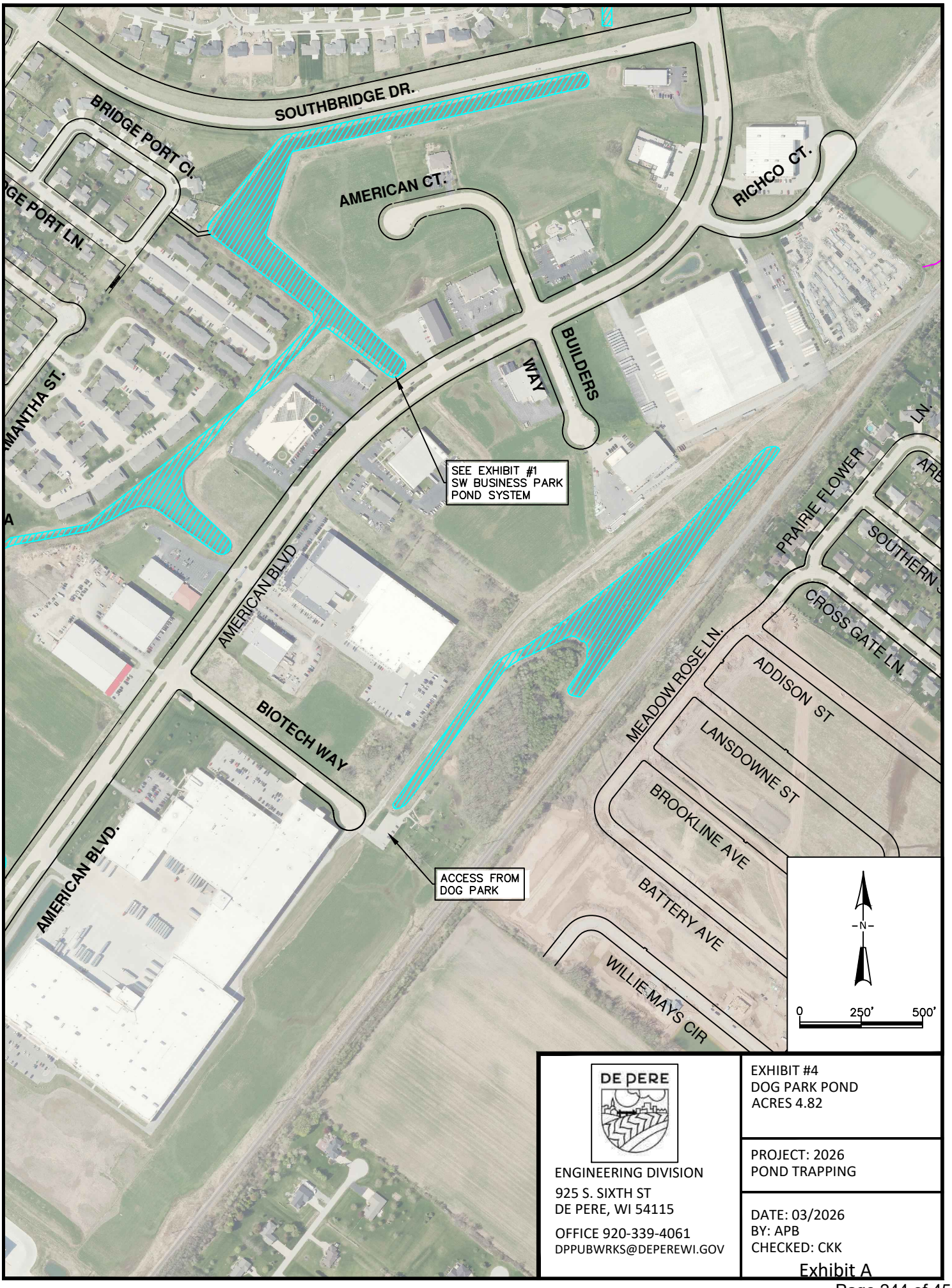

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EXHIBIT #4
DOG PARK POND
ACRES 4.82

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

Exhibit A



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EXHIBIT #5
COMMERCE DRIVE POND
ACRES 3.66

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

Exhibit A

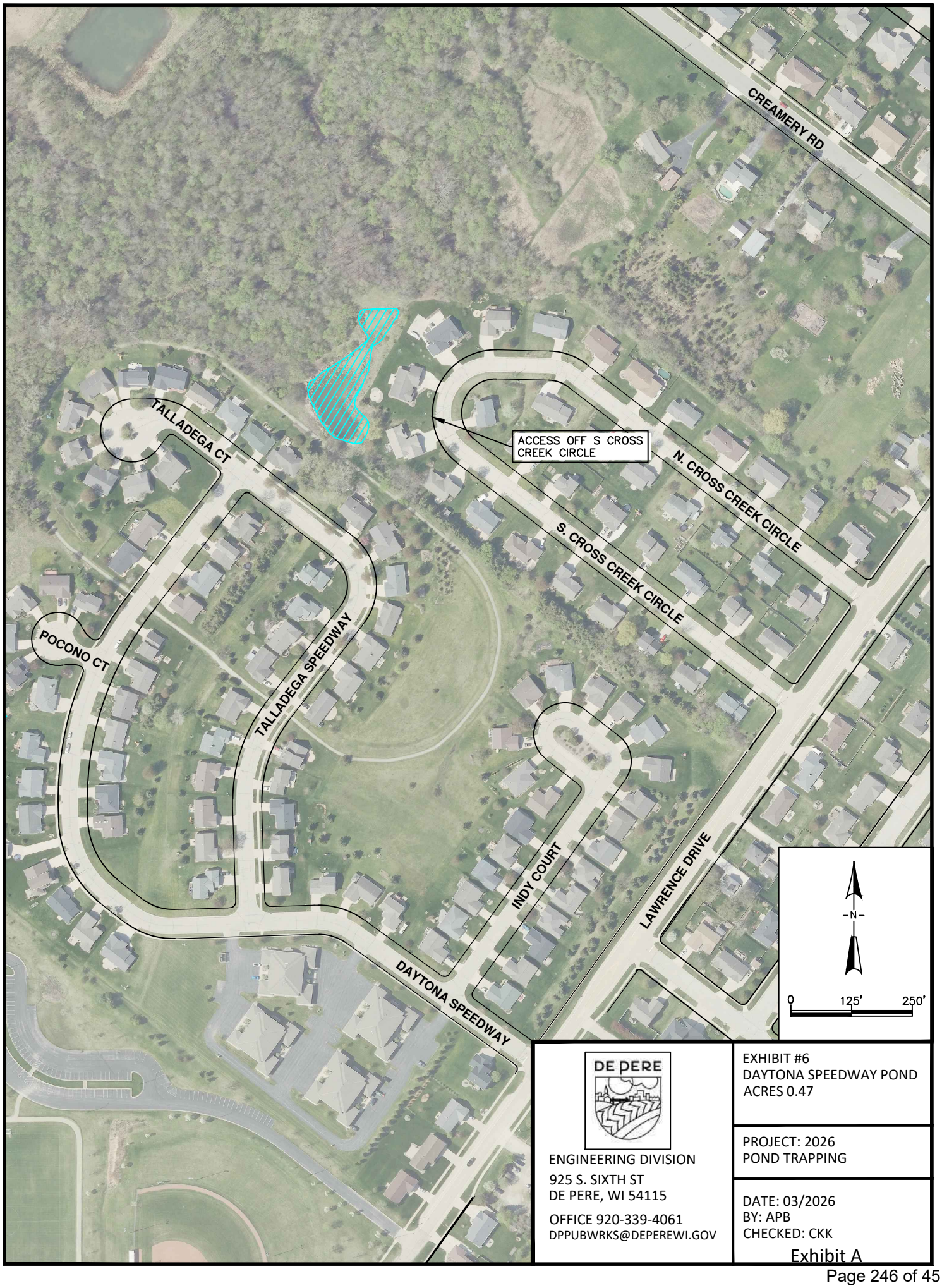

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EXHIBIT #6
DAYTONA SPEEDWAY POND
ACRES 0.47

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

Exhibit A

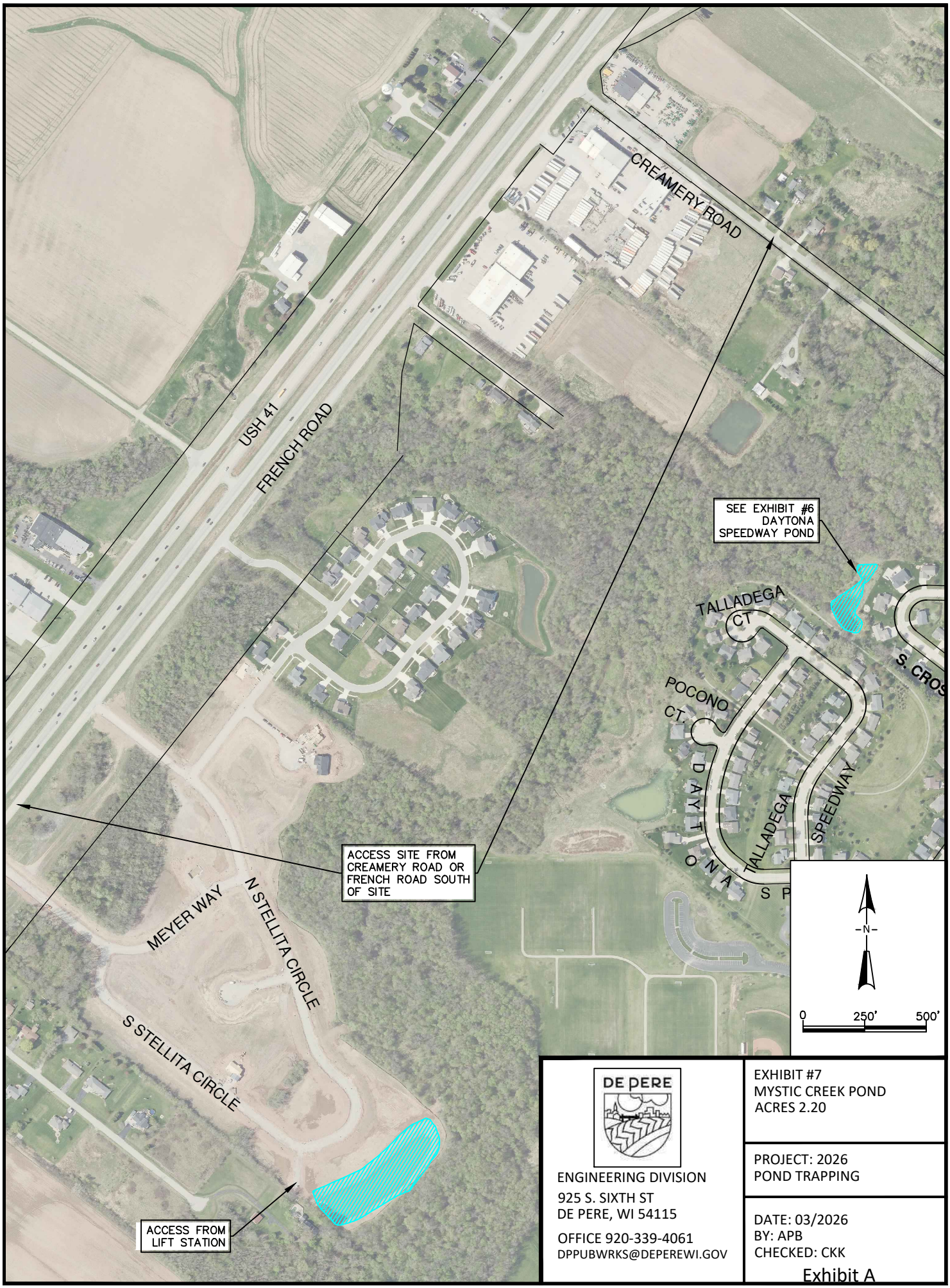

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EXHIBIT #7
MYSTIC CREEK POND
ACRES 2.20

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

Exhibit A

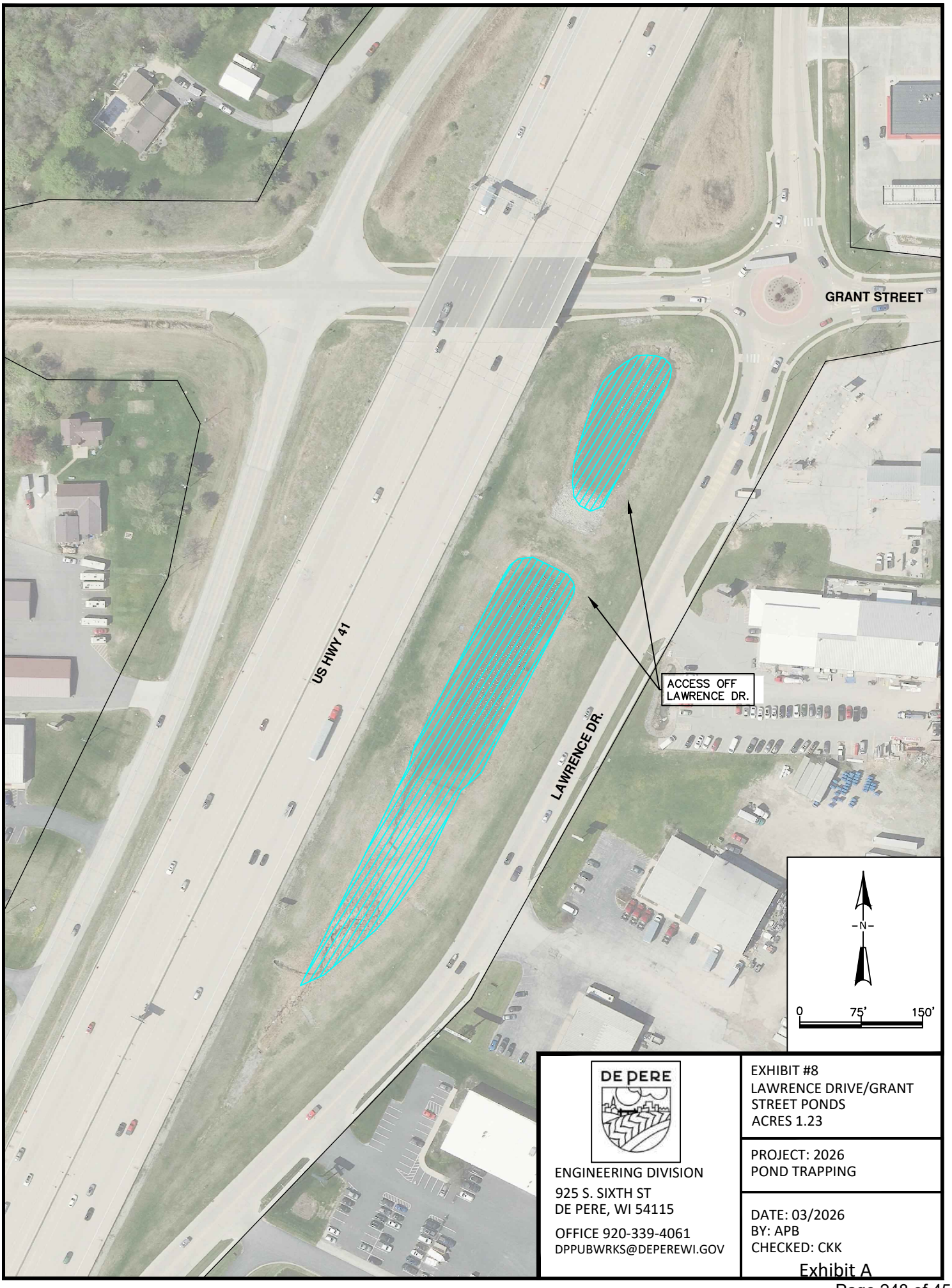

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EXHIBIT #8
LAWRENCE DRIVE/GRANT STREET PONDS
ACRES 1.23

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

Exhibit A

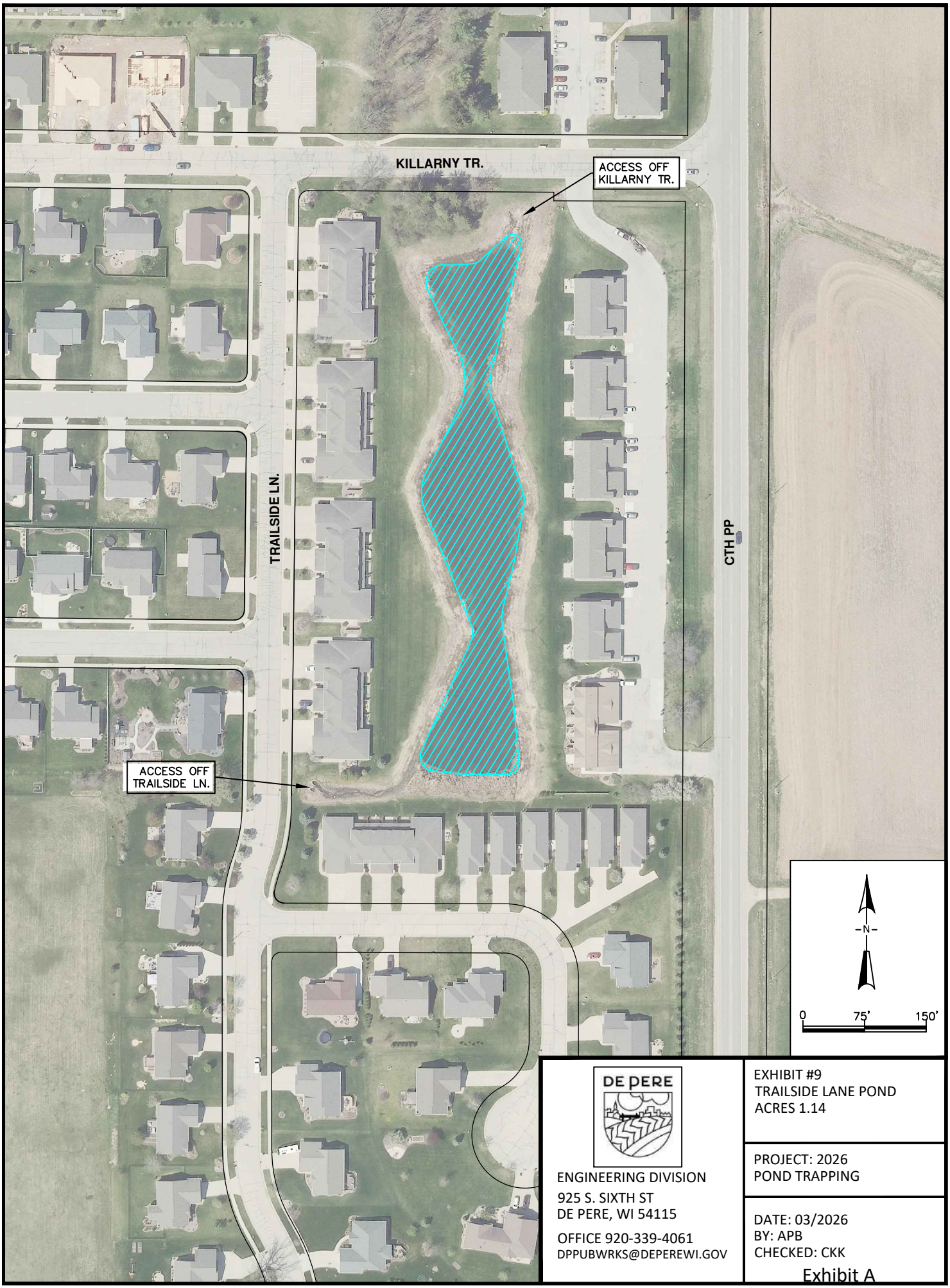

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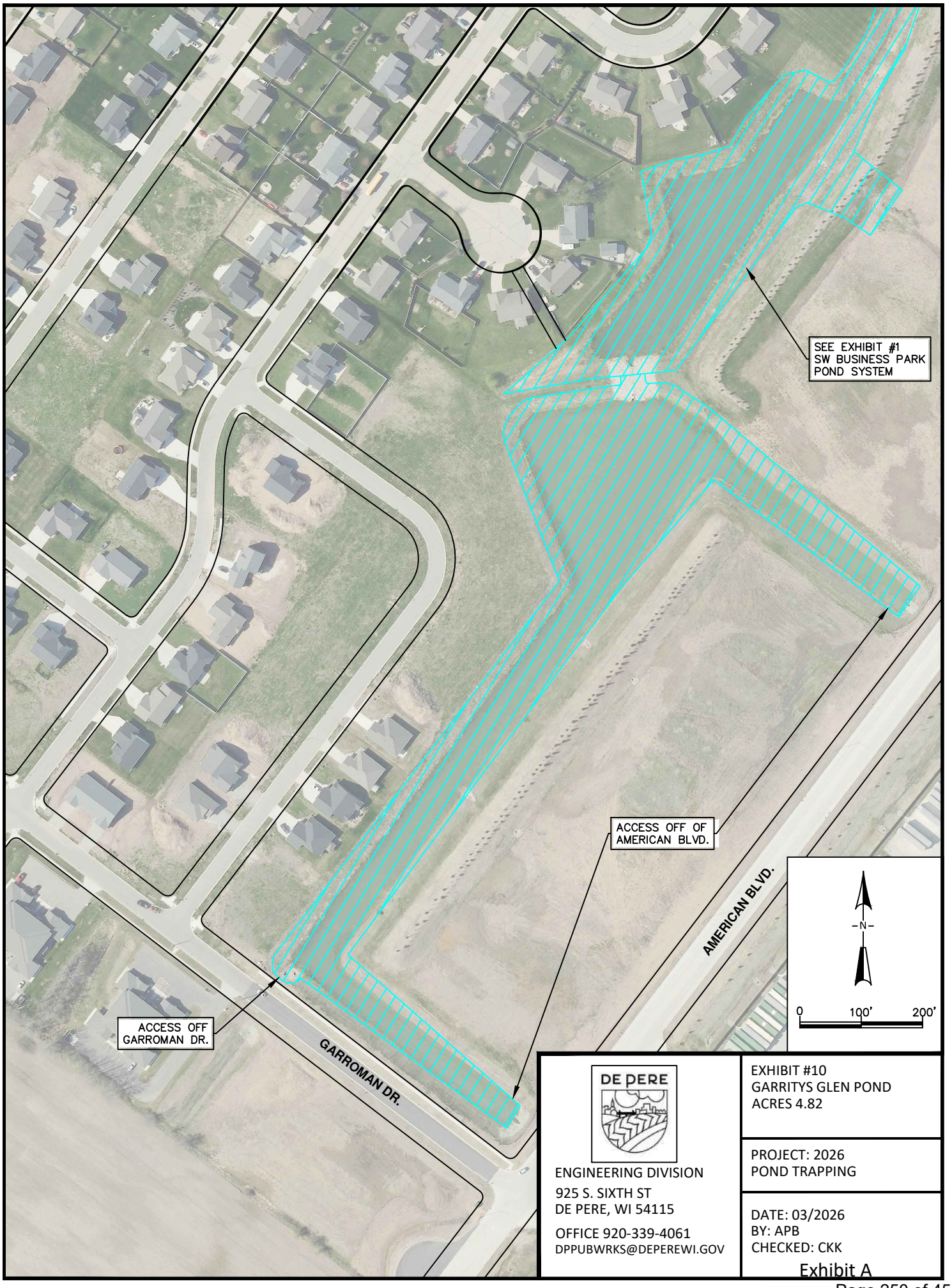
EXHIBIT #9
TRAILSIDE LANE POND
ACRES 1.14

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

Exhibit A



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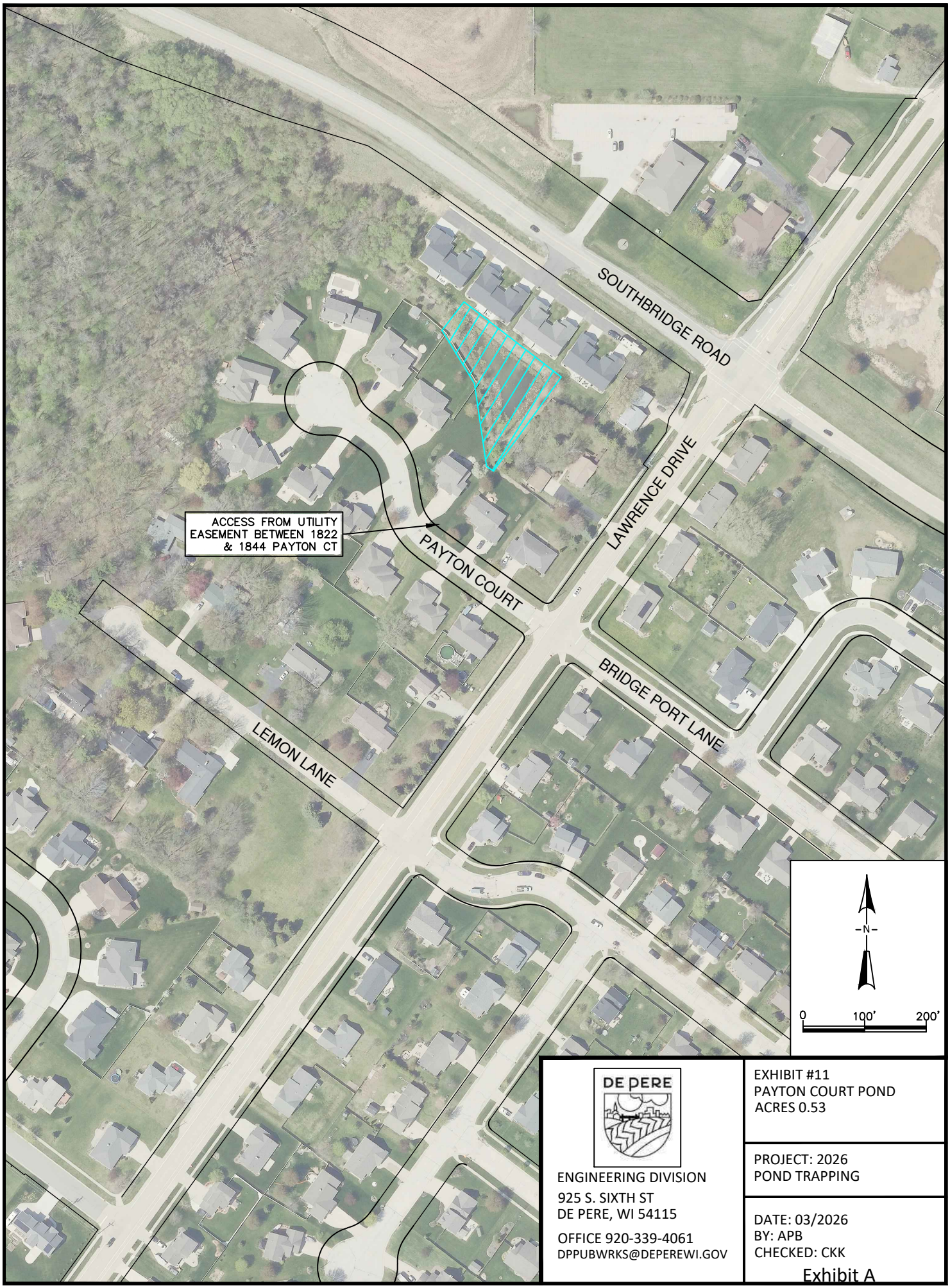
OFFICE 920-339-4061
DPPUBWRKS@DEPEREWI.GOV

EXHIBIT #10
GARRITYS GLEN POND
ACRES 4.82

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

Exhibit A



DE PERE

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

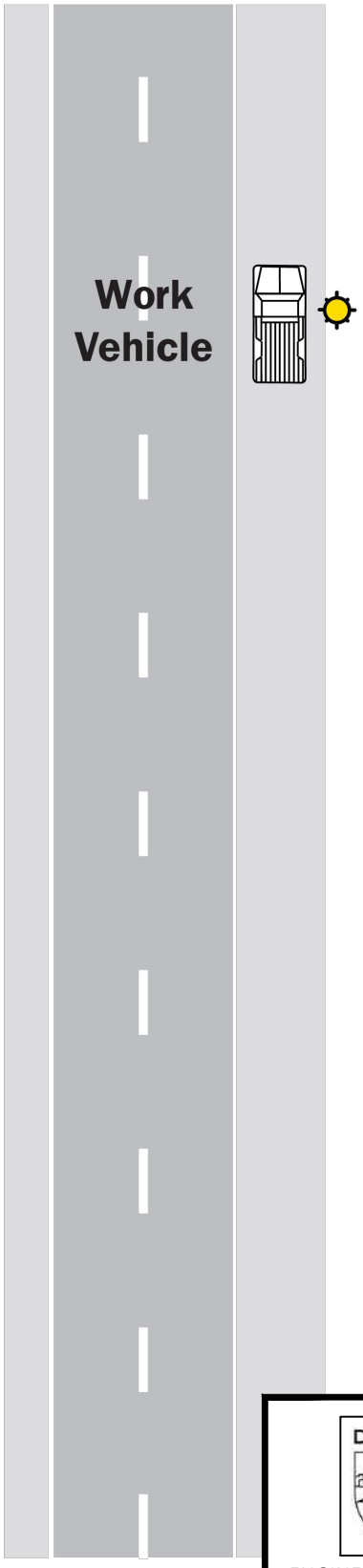
EXHIBIT #11
PAYTON COURT POND
ACRES 0.53

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

Exhibit A

1. The Work Vehicle should be pulled over as far off the roadway as possible, and shall display and operate a 360-degree flashing beacon.



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

EXHIBIT #12
WORK VEHICLE PARKED ON SHOULDER

PROJECT: 2026
POND TRAPPING

DATE: 03/2026
BY: APB
CHECKED: CKK

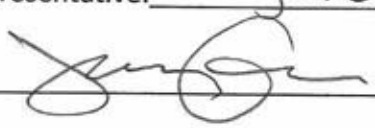
Proposed Fee Schedule

Company Name: Suamico Trap, LLC

Company Address: 3060 Seafarer Way

Company Address: Suamico WI 54173

Company Representative: Jeremy Ebner

Signature: 

Item #	Description	Unit	Quantity	Total
Fall 2026 Trapping				
Fall-1	SW Business Park Pond System	ACRES	19.02	$ 2660
Fall-2	Honeysuckle Pond and Swale	ACRES	5.81	$ 812
Fall-3	Lawrence Drive Pond	ACRES	1.23	$ 250
Fall-4	Dog Park Pond	ACRES	4.82	$ 675
Fall-5	Commerce Drive Pond	ACRES	3.66	$ 513
Fall-6	Daytona Speedway Pond	ACRES	0.47	$ 250
Fall-7	Mystic Creek Pond	ACRES	2.20	$ 330
Fall-8	Lawrence Drive / Grant Street Ponds	ACRES	1.23	$ 250
Fall-9	Trailside Lane Pond	ACRES	1.14	$ 250
Fall-10	Garrity's Glen Pond	ACRES	4.82	$ 723
Fall-11	Payton Court Pond	ACRES	0.53	$ 250
			PROPOSAL TOTAL	$ 6963

SUAMTRA-01 CCAMPBELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Connie Campbell	
American Advantage - Green Bay 1794 Allouez Ave Green Bay, WI 54311	PHONE (A/C, No, Ext): (920) 406-8784	FAX (A/C, No): (920) 406-8785
	E-MAIL ADDRESS: conniec@americanadvantagegb.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : West Bend Mutual Insurance Co	15350
Suamico Trap, LLC 3060 Seafarer Way Suamico, WI 54173	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			B355527	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Suamico Trap LLC
SAMPLE Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Connie Campbell

ACORD 25 (2016/03)

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing
American Advantage Insurance-ADSI PO BOX 22096, GREEN BAY, WI 54305	PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Suamico Trap, LLC DBA: Jeremy Ebner 3060 Seafarer Way Suamico, WI 54173	INSURER A : Artisan and Truckers Casualty Company	10194
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 491453283650062801D052726T212014 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	987313902	03/26/2026	09/26/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	N	N	987313902	03/26/2026	09/26/2026	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Suamico Trap, LLC DBA: Jeremy Ebner
3060 Seafarer Way
Suamico, WI 54173

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Pavlik

Exhibit B

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
American Advantage Insurance-ADSI	Suamico Trap, LLC DBA: Jeremy Ebner 3060 Seafarer Way Suamico, WI 54173
POLICY NUMBER 987313902	
CARRIER Artisan and Truckers Casualty Company	NAIC CODE 10194
	EFFECTIVE DATE: 03/26/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured Motorist Bodily Injury	$1,000,000 Combined Single Limit
Underinsured Motorist Bodily Injury	$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2018 RAM 1500 1C6RR7LT8JS140015

Comprehensive	$500 Ded
Collision	$1,000 Ded
Rental Reimbursement	$50 Per Day ($1,500 Max)
Roadside Assistance	Selected w/$0 Ded
Medical Payments	$5,000 each person

2023 Pace Trailer 5JWPE1010P7082063

		Stated Amount	$5,300
Comprehensive	$500 Ded		
Collision	$1,000 Ded		

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CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: June 8, 2026

RE: **Consideration and possible action on award of Request for Proposals for 2026 Pond Trapping Services***

The Engineering Department received proposals for Trapping Services on May 28, 2026. The work is for trapping of muskrats at storm water detention ponds. May of the City's ponds experience issues with muskrats burrowing into the pond embankments which can lead to side slope failures. Additionally, the City receives complaints regarding muskrats at our ponds. Staff received the following proposals:

Contractor	Estimate
Suamico Trap, LLC	$6,963.00
Trapper Tom	$7,935.00
Suburban Wildlife Solutions, LLC	$10,743.00
Fox Valley Wildlife Control, LLC	$39,025.00

The allocated budget amount for pond trapping is $25,000.00 from the Storm Water Utility.

Staff's recommendation is to accept the proposal from Suamico Trap, LLC in the amount of $6,963.00.

Attachments:
2026 Trapping Proposal Summary
2026 Trapping RFP Packet

2026 Pond Trapping

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Suamico Trap, LLC		Trapper Tom		Suburban Wildlife Solutions, LLC		Fox Valley Wildlife Control, LLC	
Item	**Description**	**Unit**	**Qty**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**	**Unit Price**	**Amount Bid**
Fall 2026 Trapping											
Fall-1	SW Business Park Pond System (19.02 Acres)	LS	1	$2,660.00	$ 2,660.00	$1,130.00	$ 1,130.00	$3,195.00	$ 3,195.00	$18,000.00	$ 18,000.00
Fall-2	Honeysuckle Pond and Swale (5.81 Acres)	LS	1	$812.00	$ 812.00	$640.00	$ 640.00	$750.00	$ 750.00	$4,000.00	$ 4,000.00
Fall-3	Lawrence Drive Pond (1.23 Acres)	LS	1	$250.00	$ 250.00	$510.00	$ 510.00	$900.00	$ 900.00	$1,200.00	$ 1,200.00
Fall-4	Dog Park Pond (4.82 Acres)	LS	1	$675.00	$ 675.00	$820.00	$ 820.00	$1,109.00	$ 1,109.00	$3,500.00	$ 3,500.00
Fall-5	Commerce Drive Pond (3.66 Acres)	LS	1	$513.00	$ 513.00	$665.00	$ 665.00	$838.00	$ 838.00	$2,500.00	$ 2,500.00
Fall-6	Daytona Speedway Pond (0.47 Acres)	LS	1	$250.00	$ 250.00	$510.00	$ 510.00	$480.00	$ 480.00	$675.00	$ 675.00
Fall-7	Mystic Creek Pond (2.20 Acres)	LS	1	$330.00	$ 330.00	$610.00	$ 610.00	$579.00	$ 579.00	$1,000.00	$ 1,000.00
Fall-8	Lawrence Drive / Grant Street Ponds (1.23 Acres)	LS	1	$250.00	$ 250.00	$820.00	$ 820.00	$590.00	$ 590.00	$1,200.00	$ 1,200.00
Fall-9	Trailside Lane Pond (1.14 Acres)	LS	1	$250.00	$ 250.00	$820.00	$ 820.00	$710.00	$ 710.00	$1,300.00	$ 1,300.00
Fall-10	Garrity's Glen Pond (4.82 Acres)	LS	1	$723.00	$ 723.00	$900.00	$ 900.00	$1,111.00	$ 1,111.00	$5,000.00	$ 5,000.00
Fall-11	Payton Court Pond (0.53 Acres)	LS	1	$250.00	$ 250.00	$510.00	$ 510.00	$481.00	$ 481.00	$650.00	$ 650.00
	TOTAL AMOUNT BID:			**$**	**6,963.00**	**$**	**7,935.00**	**$**	**10,743.00**	**$**	**39,025.00**

City of De Pere, Wisconsin **9.G**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Public Works
From:	Eric Rakers, City Engineer
Subject:	Resolution #26-55 Authorizing Agreement for Contractor Services with ECS Midwest, LLC (2026 Soil Borings).
Recommendation:	Motion to approve.

The Board of Public Works at the June 8, 2026 meeting approved award of proposal to ECS Midwest, LLC estimated at $11,500.00 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Attachments:
Reso26-55, ECS Midwest, LLC (Soil Boring)6-11-26, Exhibit A-ECS Midwest, LLC2026 0521 CE_RFP_Soil_Boring_Services_Packet, Exhibit B-ECS Midwest-Soil Boring, 2026 0608 CI_BOPW_Soil_Borings

RESOLUTION #26-55

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND ECS MIDWEST, LLC
(2026 Soil Borings)

WHEREAS, the City is in need of soil boring services prior to design work for the 2027 Capital Improvements Program; and

WHEREAS, ECS Midwest, LLC has available and offers to provide personnel, equipment and professional assistance necessary to accomplish such soil boring services within the required timeframe.

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and ECS Midwest, LLC (2026 Soil Borings) as is attached hereto.

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 16th day of June, 2026.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/08/2026



CITY OF DE PERE
CONTRACT FOR PURCHASE OF SERVICES

1. PARTIES.
This is a Contract between the City of De Pere, a Wisconsin municipal corporation, hereafter referred to as the "City" and ECS Midwest, LLC, a foreign limited liability company authorized to do business in Wisconsin, hereafter referred to as "Contractor."

The Contractor is a:

☐Corporation	☒Limited Liability Company	☐General Partnership	☐LLP
☐Sole Proprietor	☐Unincorporated Association	☐Other: _____	

2. PURPOSE.
The purpose of this Contract is as set forth in Section 3.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.
Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s): Soil boring services to verify subsoil conditions in advance of City 2027 Capital Improvements Program as identified on City's Request for Proposals attached hereto as Exhibit A, and Contractor's Proposal responsive thereto attached as Exhibit B.

The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the month.

4. ORDER OF PRECEDENCE.
In the event of a conflict between the terms of this Contract and the terms of any document attached or incorporated herein, the terms of this Contract, the City's requests for proposals/bids, the version of the Contractor's proposal/bid that was accepted by the City, and the City's Purchase Order (if any) shall control and supersede any such conflicting term.

5. TERM AND EFFECTIVE DATE.
This Contract shall become effective upon execution by the City Manager and the City Clerk (or the Purchasing Agent if so authorized) on behalf of the City of De Pere, unless another effective date is specified in the attachment(s) incorporated in Section 3. The effective date of this Contract shall be July 1, 2026. The term of the Contract shall be six (6) months terminating on December 31, 2026.

6. ENTIRE AGREEMENT.
This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

7. ASSIGNABILITY/SUBCONTRACTING.
Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

8. DESIGNATED REPRESENTATIVE

A. Contractor designates Mark E. King, P.E., Group Manager as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 14, Notices.

B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

9. PROSECUTION AND PROGRESS.

A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.

B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3 and Section 5, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, strikes, labor disputes, epidemic or pandemic, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.

C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.

D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 23 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.

E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

10. AMENDMENT.

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

11. EXTRA SERVICES.

The City may request the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 23.B. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 22, unless the Contract is amended as provided in Section 10 above.

12. NO WAIVER.

No failure to exercise, and no delay in exercising any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

13. SEVERABILITY.

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

14. NOTICES.

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

City of De Pere

Attn: City Manager

335 South Broadway Street

De Pere, WI 54115

FOR THE CONTRACTOR:

ECS Midwest, LLC

Attn: Matt Meyer, P.E.

3315 French Road

De Pere, WI 54115

15. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.

The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the City prior to payment. The Contractor is informed that as an independent Contractor, they may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

16. GOODWILL.

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

17. THIRD PARTY RIGHTS.

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

18. AUDIT AND RETAINING OF DOCUMENTS.

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

19. CHOICE OF LAW.

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

20. CONTRACTOR COMPLIANCE AND RESPONSIBILITY.

A. LAWS TO BE OBSERVED/LICENSING AND PERMITS.

(1) The Contractor shall give all notices and shall at all times comply with and observe all federal and state laws,

local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The Contractor shall indemnify and hold harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation whether by Contractor or its employees, subcontractors, or agents. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

(2) Contractor shall procure and be required to demonstrate valid possession of appropriate required permits and licenses necessary and incidental to the work required hereunder and will keep them in effect for the term of this Contract. The Contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

B. WORK SAFETY AND HEALTH.

(1) The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City may determine reasonably necessary , to protect the life and health employees on the job and the safety of the public and to protect the property in connection with the performance of the work covered by the Contract.

C. CONTRACTOR'S RESPONSIBILITY FOR WORK.

(1) Until acceptance of the work by the City, as provided under Section 9(E), the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution of nonexecution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above cause before acceptance and shall bear the expense thereof, except damage to the work due to unforeseeable causes beyond control of and without the fault of negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor, prior to suspension, shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the City.

21. CONFLICT OF INTEREST.

A. The Contractor warrants that it and its agents and employees have no public or private interest and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.

B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

22. COMPENSATION.

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed $11,500.00.

23. BASIS FOR PAYMENT.

A. GENERAL.

(1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 22 of this Contract. The City will pay the Contractor for completed and approved "extra services," if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.

(2) The Contractor shall submit itemized invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.

(3) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.

(4) Final payment of any balance due to the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.

(5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, arising under this Agreement.

(6) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 10, AMENDMENT.

(7) The City will not compensate for unsatisfactory performance by the Contractor.

B. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.

(1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 14, NOTICES.

(2) The City may, by written order, request extra services or decreased services, as defined in Section 11 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 10 of this Agreement.

(3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 14 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of the additional fee or time requested.

(4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

24. WARRANTY OF MATERIALS AND WORKMANSHIP.

The Contractor warrants all materials furnished and work performed under this Agreement to be free of defects in materials and workmanship for a period of one (1) year from the date of final payment (the "Warranty Period"). The Contractor shall, at its expense and within a reasonable time after receipt of written notice from the City, promptly repair or replace any defective materials or workmanship. Any repair or replacement performed under this warranty shall itself be warranted for one (1) year from the date of repair or replacement. If the Contractor fails to commence correction within thirty (30) days of notice, the City may correct the defect and recover cost from the Contractor. The Contractor shall also obtain and assign to the City all warranties from any and all subcontractors, manufacturers, and suppliers, and shall enforce the same for the benefit of the City.

25. CANCELATION/TERMINATION.

A. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.

B. The City may terminate this Contract for any reason upon 30 days prior written notification to Contractor. Termination by City will entitle Contractor to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.

C. In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Contractor, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Contractor under the Contract.

D. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

26. INDEMNIFICATION.

Contractor hereby agrees to indemnify, defend and hold harmless the City of De Pere its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever

kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the City of De Pere, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

27. LIMITATION OF LIABILITY

Neither City nor Contractor will be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages.

28. INSURANCE.

It is hereby agreed and understood that the insurance required by the City of De Pere is primary coverage and that any insurance or self-insurance maintained by the City of De Pere, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the Contract.

1. GENERAL LIABILITY COVERAGE

Commercial General Liability. Policy will be written to provide coverage for, but not limited to, the following: Premises and Operations Liability, Products and Completed Operations, Personal Injury, Blanket Contractual Liability coverage for the joint negligence of the City of De Pere, its officers, council members, agents, employees, authorized volunteers and the named insured, Broad Form Property Damage, Independent Contractor's coverage, and coverage for Property Damage from Perils of Explosion, Collapse, or Damage to Underground Utilities (commonly known as XCU coverage). Limits of liability not less than:

1. $2,000,000 general aggregate;
2. $1,000,000 products/completed operations aggregate per project;
3. $1,000,000 personal injury and advertising injury per project; and
4. $1,000,000 each occurrence limit.

2. AUTOMOBILE LIABILITY COVERAGE

A. Minimum Limits - $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Business automobile policy must cover liability for "Any Auto" - including Owned, Non-Owned private passenger automobile and commercial vehicles and Hired automobiles

3. UMBRELLA LIABILITY

Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than $2,000,000 each occurrence, $4,000,000 aggregate.

4. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Workers Compensation and Employers' Liability Insurance. Statutory workers compensation benefits and employers' liability insurance with a limit of liability no less than $1,000,000 each accident. This policy shall be endorsed to include a waiver of subrogation in favor of City. Contractor shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

5. PROPERTY COVERAGE

Property Insurance. Each party to this Agreement will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and City structures, fencing, or support systems that may

be placed on, within, or around City Facilities to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance.

6. ADDITIONAL PROVISIONS

* **Additional Insured** – The City of De Pere, and its elected or appointed officials, officers, employees, agents and authorized volunteers shall be named as "Additional Insureds" on all Liability policies.
* **Waiver of Workers Compensation Subrogation** - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of De Pere.
* **Certificates of Insurance** – Certificates of Insurances, Commercial General, Umbrella and Additional Insured Endorsements acceptable to the City shall be submitted prior to commencement of the work.
* **Endorsement** -The Additional Insured and Workers' Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
* **Occurrence Basis** – All policies, other than workers compensation, shall be written on an occurrence and not on an claims-made basis.
* **Notice** - City of De Pere requires thirty (30) day advance written notice of cancellation.
* **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove of any insurance company. A minimum rating of no less than A and Financial Size Category of no less than Class VI is required.
* **Prohibited Exclusions** - No policies of insurance required to be obtained by Contractor or its contractors or subcontractors shall contain provisions (1) that exclude coverage of liability assumed by this Agreement with City except as to infringement of patents or copyrights or for libel and slander in program material, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to City's employees or agents, or (4) that exclude coverage of liability for injuries or damages caused by Contractor's contractors or contractors employees, servants, or agents.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

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

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

27. CONFIDENTIAL INFORMATION

Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see section 28) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (ii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law.

28. OPEN RECORDS

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

29. OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

30. FORCE MAJEURE.

Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

31. AUTHORITY.

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor’s behalf.

32. COUNTERPARTS, ELECTRONIC DELIVERY.

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands at De Pere, Wisconsin.

CONTRACTOR:

By: _____
(Signature)

Matt Meyer, P.E., Geotechnical Department Manager
(Print Name and Title of Person Signing)

Date: _____

By: _____
(Signature)

Mark E. King, P.E., Group Manager
(Print Name and Title of Person Signing)

Date: _____

CITY OF DE PERE
A Wisconsin municipal corporation:

By: _____
Kimberly T. Flom, City Manager

Date: _____

By: _____
Carey E. Danen, City Clerk

Date: _____

Request for Proposals
For
Soil Borings

The City of De Pere would like to invite your firm to submit a proposal for the 2026 Soil Borings.

Your proposal must be submitted to our office by Tuesday, June 2, 2026 at 2:00 p.m. Proposals can be emailed to Chase Kuffel, Assistant City Engineer at ckuffel@deperewi.gov.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2027 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, street pulverizing and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), and concrete street construction/reconstruction. The purpose for this Request for Proposal (RFP) is to obtain services to soil boring services to verify subsoil conditions in advance of these projects.

SCOPE OF SERVICES AND SCHEDULING:

The City will provide a list of soil boring locations in preparation for the 2027 Capitol Improvements Program. Once scheduled, these locations will either be staked or painted in the field by City Staff in preparation for soil boring work. Once soil borings are taken and tested, soil boring reports are to be submitted to Chase Kuffel at ckuffel@deperewi.gov.

The City anticipates all correspondence for this work to be completed via email. Chase Kuffel will be point of contact for the City.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from

all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling of borings and patching slabs and pavements for soil boring activities.

FEE:

The proposed fee schedule shall be submitted on the attached form. Estimated testing quantities are based off similar construction year totals.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form. Any account fee set-up charges shall be considered incidental to the items listed in the fee schedule attached with this agreement.

DELIVERY:

E-mail the completed soil boring reports to the City at ckuffel@deperewi.gov.

ADDITIONAL INFORMATION:

A sample contractor agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	10		
Soil Boring	VF	200		
Report	EA	1		

ECS MIDWEST, LLC
3315 French Road, De Pere, WI 54115 • T: (920) 347-9040

AUTHORIZATION FOR PROFESSIONAL SERVICES

ECS Midwest, LLC ("ECS") is pleased to provide the professional services outlined in the scope of services below. The parties executing this agreement on behalf of ECS and Client respectively, hereby represent and warrant to the other party that they have full authority to execute this Agreement. By signing below, Client confirms Client's authorization for the services requested, and Client's agreement to the incorporated Terms and Conditions under which the services will be provided, a copy of which are attached hereto and incorporated herein by reference.

PROJECT INFORMATION

Project Name:	2027 Capitol Improvement Program	ECS Proposal No:	59:8196-GP
Street Address:	Various Streets		
City, State:	De Pere, Brown County, Wisconsin		

CLIENT INVOICE INFORMATION

Client Firm/Entity:	City of De Pere	Attn:	Mr. Chase Kuffel
Address:	925 S Sixth St	City, State Zip code:	De Pere, Wisconsin 54115

PROPOSED SCOPE OF SERVICES

The City will provide a list of soil boring locations in preparation for the 2027 Capitol Improvements Program. Once scheduled, these locations will either be staked or painted in the field by City Staff in preparation for soil boring work. Once soil borings are taken and tested, soil boring reports are to be submitted to Chase Kuffel at ckuffel@deperewi.gov. The City anticipates all correspondence for this work to be completed via email. Chase Kuffel will be point of contact for the City.

ESTIMATED FEE

ECS will provide the services outlined in this proposal on a unit rate fee basis in accordance with the attached Proposed Fee Schedule.
If additional services are required, we will contact you for verbal and written authorization to proceed.

SCHEDULE

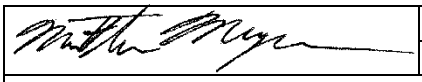
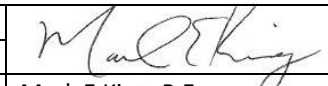
We will begin work immediately upon written approval. In preparing this proposal, we anticipate the client will assist in the coordination of our access to the site with the current site owners/occupants. We anticipate being able to mobilize to the site within about 2 to 4 weeks after receiving authorization to proceed and notification that the appropriate on-site personnel have been informed and delineation of utility lines.

WORK AUTHORIZED BY:

Signature:		Date:	
Print Name:		Title:	
Firm:			

Signatory warrants his/her authority to bind the entity represented

ECS MIDWEST, LLC:

	May 29, 2026 Date		May 29, 2026 Date
Matt Meyer, P.E.		Mark E King, P.E.	
Geotechnical Department Manager		Group Manager	

Proposed Fee Schedule

Company Name: ECS Midwest, LLC

Company Address: 3315 French Road

Company Address: De Pere, WI 54115

Company Representative: Mark E. King, P.E., Group Manager

Signature: Mark E. King

SOIL BORING SERVICES				
Item	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
Soil Boring				
Mobilization	EA	10	$ 400.00	$ 4,000.00
Soil Boring	VF	200	$ 25.00	$ 5,000.00
Report	EA	1	$ 2,500.00	$ 2,500.00

ECS Midwest, LLC
TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Midwest, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or two (2) times the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: June 8, 2026

RE: **Consideration and possible action on award of Request for Proposals for 2026 Soil Borings***

The Engineering Department received proposals for 2026 Soil Borings on June 2, 2026. The work is for exploratory soil borings prior to the design of work for the 2027 Capital Improvements Program. Staff submitted requests for proposals to three firms, but only received the following proposal:

Contractor	Estimate
ECS Midwest, LLC	$11,500.00

Staff did not receive proposals from American Engineering Testing, Inc. and Intertek PSI. ECS Midwest, LLC's was awarded this work in 2025 and their unit prices reduced from 2025 to 2026:

Item	Unit	Estimated Quantity	2025 Unit Price	2026 Unit Price
Mobilization	EA	10	$500	$400
Soil Boring	VF	200	$26	$25
Report	EA	1	$2,300	$2,500

Staff's recommendation is to accept the proposal from ECS Midwest, LLC estimated at $11,500.00. Funds for this work are budgeted in the various capital project accounts.

Attachments:
2026 Soil Boring Services Proposal Packet (PDF)
ECS Midwest, LLC Proposal (PDF)

City of De Pere, Wisconsin **9.H**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Fire
From:	Lea Taylor, Executive Assistant
Subject:	Resolution #26-56 Authorizing Submission of Staffing for Adequate Fire & Emergency Response (SAFER) Grant Application.
Recommendation:	Approval for 2025 SAFER Grant Application.

Consideration and Possible Action on 2025 SAFER Grant Application for Fire Department.

Attachments:
Reso26-56, 20260604145610876

RESOLUTION #26-56

AUTHORIZING SUBMISSION OF STAFFING FOR ADEQUATE FIRE &
EMERGENCY RESPONSE (SAFER) GRANT APPLICATION

WHEREAS, the Federal Fire Program offers grant funding for firefighter salaries, benefits and personal protective equipment to fill a staffing need as demonstrated by the National Fire Protection Standards (NFPS) for a three-year period through its Staffing for Adequate Fire & Emergency Response (SAFER) Grant Program; and

WHEREAS, if awarded, such grant will be used by the City's Fire Rescue Department to fund two additional firefighter/paramedic positions for the Department in 2027, restoring all three of its shifts to equal staffing levels of nine-line firefighters; and

WHEREAS, if awarded, this grant requires matching funds from the City as follows:

Year 1: City pays 25% of salary and benefits.
Year 2: City pays 25% of salary and benefits.
Year 3: City pays 65% of salary and benefits.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Fire Chief is authorized to submit a SAFER Grant request for funding the above- described firefighter/paramedic positions.

BE IT FURTHER RESOLVED THAT:

Any such grant awarded shall be brought before the Common Council for formal acceptance thereof.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2026.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/09/2026

Memo

To: Honorable Mayor James Boyd,
Members of the Common Council

From: Brett Jansen, Fire Chief BJJ

Date: June 9, 2026

Re: Request to Apply for 2025 Safer Grant

Summary

De Pere Fire Rescue respectfully requests authorization to apply for the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for Fiscal Year 2025. Approximately $324 million in federal funding has been appropriated nationally for this grant program. Successful applicants would receive funding for new personnel beginning after award announcements anticipated in September 2026.

Background

De Pere Fire Rescue is an all-hazards department that provides fire suppression, emergency medical services, hazardous materials response, technical rescue, and other emergency services to residents and visitors of the City of De Pere.

Over the past 20 years, the City has experienced consistent residential, commercial, and downtown growth, with development accelerating significantly during the last decade. As the community has grown, the demand for emergency services has increased substantially.

Since 1987, the department has experienced:

- A 250% increase in emergency responses.
- A 220% increase in fire inspections.
- Significant changes in firefighting technology, emergency medical services, training requirements, and regulatory compliance.
- Despite these increases in workload, staffing levels have remained relatively unchanged.

Currently, De Pere Fire Rescue operates with one shift staffed at nine-line firefighters and two shifts staffed at eight-line firefighters. In 1980, the City approved staffing increases that resulted in all three shifts operating with nine-line firefighters by 1981. In 1984, a vacancy occurred, and the position was not refilled. The department remained below its historical staffing level until 2021, when all three shifts once again reached nine-line firefighters.

In 2021, the department reorganized operations by converting three firefighter positions—one from each shift—into Battalion Chief positions to provide daily shift supervision. As a result, staffing returned to eight-line firefighters per shift.

As part of the 2026 City budget, one Firefighter/Paramedic position was approved with a start date of July 1, 2026. This position will increase one shift to nine-line firefighters. The department's long-term staffing goal is to restore all three shifts to nine-line firefighters by adding one Firefighter/Paramedic position in 2027 and another in 2028.

If awarded, the SAFER Grant would allow the department to add two Firefighter/Paramedic positions in 2027, restoring all three shifts to equal staffing levels of nine-line firefighters.

Current Environment and Need

The City of De Pere continues to experience population growth, development, and rising service expectations. Maintaining adequate staffing at two fire stations while providing Advanced Life Support ambulance service and fire suppression capabilities remains an ongoing challenge.

The SAFER Grant program requires applicants to demonstrate staffing deficiencies based on recognized national standards. National Fire Protection Association (NFPA) Standard 1710 recommends:

- A minimum of four firefighters arriving at a structure fire within four minutes of alarm receipt.
- A total effective response force of 17 firefighters arriving within eight minutes of alarm receipt.
- Achievement of these benchmarks 90% of the time.

Following a review of operational data and staffing analyses, De Pere Fire Rescue has determined that it qualifies for consideration under the SAFER Grant program. The request is supported by the department's strategic ten-year staffing roadmap and operational data demonstrating the need for additional personnel to meet the increasing demands.

How the Grant Works

The SAFER Grant provides funding for firefighter salaries, benefits, and personal protective equipment (PPE) for a three-year period.

While municipalities are not required to retain grant-funded employees after the grant period ends, FEMA strongly encourages communities to develop long-term financial plans to sustain the positions.

The grant requires a local cost share as follows:

- Year 1: City pays 25% of salary and benefits.
- Year 2: City pays 25% of salary and benefits.
- Year 3: City pays 65% of salary and benefits.

Example

A single firefighter position including salary and benefits is budgeted at $122,293 annually.

City Cost Share

- Year 1: $30,573
- Year 2: $30,573
- Year 3: $79,490

Financial Impacts

Current staffing plans anticipate a request for one additional firefighter in 2027 and another in 2028 to achieve 9 members per shift through the budget process. Here is a comparison showing the cost savings of the SAFER grant in context with that plan. Note that Firefighter A was approved as part of the 2026 budget with a mid-year hire.

	No Safer Grant		Safer Grant	
2027	Firefighter B	122,293.00	Firefighter B & C	$61,146.00
2028	Firefighter C	122,293.00	Firefighter B & C	$61,146.00
2029	2 Firefighters	244,586.00	2 Firefighters	$122,292.00

**All hires and grants subject to Council approval through budget process.*

Safer Grant Cost Savings: $244,534.00

Being awarded the SAFER grant does not require the City to immediately implement the hiring of two firefighters. If awarded, the City will plan for the grant and future staffing needs through the budget process. Additionally, once awarded, the City has flexibility with hiring dates in order to be in line with future budget needs.

The SAFER grant process is not set up in a way to support annual awards and applications. Therefore, it makes more sense to apply for both firefighter/paramedic positions in one cycle than to apply for one in 2027 and then submit another application in 2028.

Recommendation

I respectfully request that the Common Council authorize De Pere Fire Rescue to apply for the 2026 SAFER Grant to support the addition two additional Firefighter/Paramedic positions. Approval of this grant application would increase line staffing from 25 to 27 firefighters and restore all three shifts to nine-line firefighters, consistent with the department's historical staffing model and strategic staffing plan. Receiving the grant does not obligate the City to hire the positions, but rather provides an additional funding source for consideration during the budget process.

Should the Common Council determine that the positions will not be permanently funded following the expiration of the grant period, the positions could be eliminated at that time or potentially utilized to fill vacancies created through retirements or other attrition.

Thank you for considering this request. I would welcome the opportunity to discuss the benefits of pursuing this grant and answer any questions regarding the application process or long-term staffing strategy.

City of De Pere, Wisconsin **9.I**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Information Technology
From:	Steve Massey, IT Director
Subject:	Resolution #26-57 Authorizing purchase of AI voice, text chat and web chat services platform/subscription from Polimorphic, Inc.
Recommendation:	Staff recommends approval.

Approved unanimously by the Finance Personnel Committee on June 9, 2026. Approval is requested for a four-year contract with Polimorphic, Inc. for AI Voice, Text Chat and Web Chat services.

Attachments:
Reso26-57, Polimorphic Proposal, Polimorphic SOW, Polimorphic Executive Summary, Polimorphic ROI, Polimorphic Online Terms of Service - Aug 9 2024, Memo to Finance - AI Voice, Text Chat and Web Chat SMv1, AI Voice and Chatbot Cost Matrix, Citibot Proposal, Citibot Brochure, Citibot ROI Handout

RESOLUTION #26-57

AUTHORIZING PURCHASE OF AI VOICE, TEXT CHAT AND WEB CHAT SERVICES PLATFORM/SUBSCRIPTION FROM POLIMORPHIC, INC.

WHEREAS, in an effort to implement website AI search/chatbot integration and an AI phone system auto-attendant to reduce demand on staff and minimize delays in service delivery, the City is pursuing AI voice, text chat and web chat technology tailored for government agencies to provide fast, accessible answers to improve resident experiences, promoting transparency and delivering services efficiently as a progressive community with round-the-clock support, allowing staff to focus on other tasks; and

WHEREAS, Polimorphic, Inc. has offered to supply such services under the terms and conditions outlined in the attached Order Form, as well as its Scope of Work and Online Terms of Service and related Proposal documentation for an initial term of four years; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The City Manager is authorized and directed to execute the attached Order Form and other necessary documentation, subject to such changes as deemed necessary by the City Attorney, including any subsequent renewals thereof, provided the terms and conditions are substantially similar and properly budgeted therefor.

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 16th day of June, 2026.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/09/2026

polimorphic

Order Form

285 Fulton St. 71G
New York, NY 10007
accounting@polimorphic.com
(919) 812-1803

Created By **Jayme Miller**
Contact Email **jmiller@polimorphic.com**

Order Number —
Order Date **Jun 2, 2026**
Valid If Signed By **Jun 30, 2026**

CUSTOMER INFORMATION

Customer Name **City of De Pere, WI**
Billing Contact —
Billing Email —
Bill-To Address —

POC Name Steve Massey
POC Email smassey@deperewi.gov
POC Phone (920) 339-4072 x 1255

SUBSCRIPTION

Description	Annual Cost
Connect Platform — Communication Automation Population: 20,000 residents	**$12,485**
Total Annual Subscription Cost	**$12,485**

BILLING SCHEDULE

Description	Start	End	Amount Due	Billing Date
Initial Service Period	Jul 1, 2026	Jul 1, 2027	**$12,485**	Jul 1, 2026
Year 1 Renewal	Jul 2, 2027	Jul 1, 2028	**$12,485**	Jul 2, 2027
Year 2 Renewal	Jul 2, 2028	Jul 1, 2029	**$12,485**	Jul 2, 2028
Year 3 Renewal	Jul 2, 2029	Jul 1, 2030	**$12,485**	Jul 2, 2029

BILLING TERMS

Valid Until	Jun 30, 2026
Payment	Net 30
Rate Increase	4% per annum after Year 3

GENERAL TERMS

TAXES The Service Fees and Billing amounts set forth above in this Polimorphic Order Form DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, Polimorphic shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to Polimorphic demonstrating Customer's exemption from such taxes.

TERM & TERMINATION Subject to the termination rights and obligations set forth in the Polimorphic Terms of Service, this Polimorphic Order Form commences on the Order Date stated above and shall continue until the completion of the Service Period(s) for the Service(s) described above. Customer shall have the option to terminate this Order Form on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.

AUTO-RENEWAL After the initial Service Period subscriptions automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term. Written notice to Polimorphic should be sent to accounting@polimorphic.com.

AGREEMENT The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this Polimorphic Order Form and also acknowledges that you have read and agree to the terms and conditions set forth in the Polimorphic Terms of Service found at https://www.polimorphic.ai/terms-of-service, which are hereby incorporated into this Order Form.

Customer: City of De Pere, WI

SIGNATURE

NAME

TITLE

DATE

Polimorphic, Inc.

SIGNATURE

NAME: PARTH SHAH

TITLE: CEO

DATE

Polimorphic Scope of Work (SOW)

City of De Pere, Wisconsin — Connect Platform

The City of De Pere, Wisconsin (population 25,605) is pursuing technology based improvements to resident service delivery as a direct response to Wisconsin's levy limit environment and growing service demand. City Manager Kim Flom has identified an opportunity to extend resident access beyond the City's published office hours (Monday–Thursday 7:30 AM–5:00 PM, Friday through 11:30 AM) and recover staff time currently diverted to routine inquiries. Polimorphic's Connect platform is purpose built for this need: multi channel AI assisted resident service that goes live in a matter of weeks.

Proposed Solution & Scope

Connect is Polimorphic's most widely deployed tier and is designed for municipalities that need to meet residents wherever they are — phone, chat, SMS, and web — while recovering front desk capacity and extending service hours without adding headcount. Given De Pere's limited office hours (37 hours per week), active growth trajectory, and the documented burden on Police Administrative Services, Connect closes the gap between resident expectations and available staff coverage.

AI Voice — Inbound and After-Hours Call Handling

Polimorphic's AI Voice assistant answers inbound calls to the City's main line, resolves routine questions in plain language, and routes calls that genuinely require a human to the correct department. For De Pere, this directly addresses two problems: Police Administrative Assistants currently fielding non-public-safety inquiries during their shifts, and the 75+ hours per week when City Hall is closed and residents have no way to reach anyone. The AI voice assistant can be configured with pre-transfer messages to set expectations, supports multilingual interactions, and logs every call for staff review. After-hours calls are handled automatically without requiring staff to be on-call.

AI Chat and Search — Resident-Facing Website Assistant

A chat and search widget deployed on deperewi.gov gives residents instant, accurate answers to questions about taxes, parking, recreation programs, permits, and more — at any hour. Polimorphic indexes only approved content sources (City website domains and uploaded documents) on a configurable refresh schedule, ensuring answers are current and agency-approved. FAQs can be added directly for high-volume topics. Multilingual support ensures De Pere's growing and diverse resident base can access information in their preferred

language. The analytics dashboard shows the City Manager exactly which questions are being asked, at what time of day, and from which channel — data that does not currently exist and will directly inform the FY27 budget narrative.

AI SMS (Inbound and Outbound)

Residents can text the City with questions and receive immediate AI-powered responses. Outbound SMS enables proactive resident communications — service notifications, event reminders, or infrastructure alerts — without requiring staff to individually contact residents. For De Pere, this supports the City Manager's goal of extending resident communication beyond traditional office hours on a channel most residents already use daily.

Analytics and Reporting Dashboard

Every interaction across voice, chat, SMS, and email is logged and surfaced through a real-time dashboard. The City Manager can see resident demand by topic, channel, time of day, and department. This is the quantified demand data referenced in De Pere's 2026 budget as a future service planning input and directly supports the City's 2040 Comprehensive Plan engagement narrative.

Objectives

1. Extend resident service coverage from 37 hours per week to 168 hours per week by deploying AI-assisted voice and chat across all channels.
2. Stop routing non-public-safety inquiries through Police Administrative Services by ensuring residents can self-serve on tax, parking, and recreation questions.
3. Recover an estimated 6–10 hours per week of front-desk and department staff time currently absorbed by repeat routine inquiries.
4. Give the City Manager quantified data on resident demand by topic, time, and channel — for use in FY27 budget planning and service level reporting.
5. Improve resident satisfaction and digital accessibility in alignment with De Pere's 2040 Comprehensive Plan engagement objectives.
6. Support the City's stated 2026 budget priority of implementing "technology-based business solutions for customer service and document management" without requiring additional FTE.

Metrics & Expected Outcomes

Key Metric	Current State	Target Outcome
Resident Service Hours Available	~37 hrs/week (M–F limited hours)	168 hrs/week (24/7 AI-assisted)
Estimated Weekly Staff Time Recovered	Unquantified (absorbed across departments)	6–10 hrs/week recovered
Resident Demand Data Available to City Manager	None (demand not currently tracked)	Real-time dashboard, cited in FY27 budget memo

At $12,485 per year, the Connect platform costs less than 10% of a single full-time municipal employee. At 8 hours recovered per week across departments, the City would recoup roughly 416 staff hours annually — equivalent to more than 10 weeks of a full-time position — at a cost of approximately $30 per recovered hour.

Implementation Timeline

At Polimorphic, we are committed to delivering high quality implementations quickly and reliably. Our team has a strong track record of success when engagements are built on shared accountability, with both parties aligned on goals, timelines, and responsibilities.

The following timeline outlines estimated durations for each included product area. We ask that the City of De Pere identify key points of contact and commit to the specific inputs and reviews noted in the "Key Customer Commitments" column. These commitments are essential to maintaining momentum and achieving an efficient, impactful rollout. We see this as a collaborative process and are excited to move forward together in delivering results as rapidly as possible to the residents of De Pere.

Product	Phase	Est. Duration	Key Customer Commitments
AI Chat & Search	Configuration	1–2 weeks	Provide all deperewi.gov domains and any offline docs to index; assign a web/IT POC
	UAT	2–4 weeks	Test group provides feedback within 48 hours per round; staff available to update content

	Go-Live	1 day	IT/web team posts widget on deperewi.gov; approve go-live
AI Voice/SMS	Configuration	1–2 weeks	Provide call transfer numbers for all City departments; confirm after-hours routing instructions
	Testing	2–4 weeks	Designated call testers; feedback within 48 hours per round; staff briefing on new system
	Go-Live	1 day	Configure phone system to forward after-hours calls to Polimorphic

Deliverables

7. AI Voice assistant configured for De Pere's main phone line, with department routing and after-hours handling
8. AI Chat and Search widget deployed on deperewi.gov, indexed to approved content sources
9. SMS channel (inbound and outbound) configured for resident communications
10. Analytics dashboard with real-time data on resident inquiries by topic, channel, and time of day
11. Staff training session and internal communications support for go-live
12. Quarterly performance reporting from Polimorphic Customer Success
13. Ongoing platform updates and content refresh on a configurable schedule

Pricing

Item	Annual Cost
Connect Platform Annual License — City of De Pere	$12,485/year
SeeClickFix Integration	*Not included in current scope (see note below)*

SeeClickFix Integration — Future Consideration

Polimorphic has explored a potential integration with SeeClickFix that would allow residents to submit service requests through the AI assistant and have those requests automatically routed into the SeeClickFix system. However, this integration has not yet been completed with any live customers. As a result, it is not included in the pricing scope of this proposal.

Integrations are possible via an Open API and through our Universal Integration browser based integration capability.

Polimorphic can scope this integration with your team at any time to establish timeline deliverable and pricing estimates.

Security & Compliance

14. SOC 2 and HIPAA compliant
15. Zero data retention partnership with OpenAI
16. U.S.-based AWS infrastructure with full redundancy
17. VPAT-certified ADA compliance (WCAG 2.1 AA)
18. Data encrypted at rest and in transit

Polimorphic Midwest Presence

Polimorphic's platform is proven at over 120 municipalities across the country, including comparable Midwest cities with similar service delivery challenges and levy limit environments.

City of De Pere, Wisconsin

Recovering Staff Capacity and Extending Service Coverage Without Adding Headcount

A proposal to deploy 24/7 multilingual AI-assisted resident service

> *The City of De Pere should deploy a 24/7 AI-assisted resident service to recover an estimated 6–10 staff hours per week currently absorbed by routine inquiries, extend service coverage across the 75+ hours per week the City is closed, and deliver measurable resident satisfaction data and demand analytics to the City Manager's office, all for less than the salary of a part time front desk hire. This directly supports five city funded initiatives already adopted in the 2026 budget.*

The Problem

De Pere's FY2026 budget states that "the ability to maintain or increase municipal service levels in subsequent years will continue to require modifications in service delivery techniques." Three structural factors make this urgent:

1. **Levy limits cap revenue growth.** Wisconsin's state-imposed levy limits restrict tax growth to net new construction, flat at 1.37 -- 1.68% over the last two years — well below the rate service demand and operating costs are growing.

2. **Over 75 hours per week of zero coverage.** City Hall is open Monday–Thursday 7:30 AM–5:00 PM and Friday morning only. Every Friday afternoon, all weekend, and every evening, residents who need help cannot reach anyone.

3. **Police Admin is the de facto City Hall front desk.** Police Administrative Services currently absorb routine non-public-safety inquiries — tax, parking, recreation — pulling sworn-department resources away from their core mission.

Already Funded by De Pere's 2026 Budget

The City's Information Management budget already includes line item 219 (Data / Other Contractual Services), which explicitly budgets "$13,344 annually for website AI search/chatbot integration and AI phone system auto-attendant effectively reducing demand on staff and minimizing delays in service delivery." Five other 2026 city initiatives align directly:

Operating Budget Highlight #9 "Improved technology-based business solutions for customer service and document management"	Polimorphic is the AI-powered resident service layer explicitly identified in the Information Management budget (line 219c: "$13,344 annually for website AI search/chatbot integration and AI phone system auto-attendant"). This line item is already adopted.
Operating Budget Highlight #10 "City Facilities ADA improvements" (+ $94,000 in State ADA Grant funding being pursued)	Polimorphic is built to WCAG 2.1 AA standards and delivers multilingual service, directly extending ADA-compliant resident access beyond physical facilities to digital and phone channels — 24 hours a day.
City Mission: Inclusive Culture "Harness opportunities to promote…an inclusive culture in City operations and within the community" (2026 Budget, Manager's Message)	Automatic multilingual detection and response removes the language barrier from city services — Spanish, Hmong, and other languages — without requiring staff translation. Every resident gets equal access to information regardless of English proficiency.
City Mission: Reinvent Service Delivery "An opportunity to reinvent how services are provided and funded" (listed as a City of De Pere goal in the 2026 Budget)	Recovering 6–10 staff hours/week through AI-handled routine inquiries is the textbook definition of reinventing service delivery — same resident outcome, lower operational cost.
IT Mission: Citizens Can Do Business Without Being On-Site "Citizens can do business without having to be on-site" — stated as an Important Output of the Information Management program (2026 Budget, pg. 48)	Polimorphic extends digital self-service to 168 hours/week via web, phone, and SMS — so residents get answers at 10pm on a Saturday without staff present.

Recommended Approach

Deploy a purpose-built government AI assistant that:

4. Answers routine resident questions on the City website, by phone and SMS, and outside business hours — in plain language and multiple languages
5. Routes only questions that genuinely require a human to the correct department
6. Captures resident satisfaction scores (CSAT) after every interaction — a first for De Pere
7. Reports analytics by topic, time, channel, and language — data the City Manager can cite in the FY27 budget memo

The approach is proven at comparable Midwest cities, purpose-built for the public sector (agency-approved content, WCAG 2.1 AA conformance), and deployed in weeks, important given De Pere's parallel ERP procurement underway in 2026.

Analytics and Resident Satisfaction: Built In, Not Bolted On

De Pere currently has no systematic way to measure what residents ask for, when they ask, or whether they left satisfied. That changes on day one. Polimorphic's analytics dashboard gives the City Manager's office real-time and historical visibility into:

8. **Top inquiry categories by volume —** know whether residents are asking about taxes, trash pickup, permits, or parks, and adjust staffing and communications accordingly
9. **Peak demand times —** see exactly when residents need help outside office hours, with data to support FY27 budget decisions
10. **Self-service resolution rate —** quantify capacity recovered vs. escalated to staff
11. **Resident satisfaction scores —** post-interaction CSAT ratings collected automatically, giving Kim Flom a live satisfaction metric tied directly to service delivery
12. **Analytics by language —** see which non-English languages are in use and what those residents are asking, advancing De Pere's inclusive culture goals

All data is exportable for use in budget memos, council presentations, and the City's 2040 Comprehensive Plan engagement narrative.

A Payoff That Matters

For staff (daily users):

13. Police Administrative Assistants stop fielding tax, parking, and recreation questions during their shift
14. City Hall front-desk staff regain capacity for in-person residents who actually need to be there
15. Department staff stop answering the same five questions on repeat each week

For executive metrics:

16. 24/7 self-service availability — coverage extended from ~37 hours/week to 168 hours/week
17. Live CSAT scores from every resident interaction — a real satisfaction metric tied to service delivery
18. Demand analytics by topic, time, channel, and language — cited in the FY27 budget memo and council presentations
19. Estimated 6–10 hours/week of staff time recovered across departments
20. Multilingual service delivery data — supporting inclusive culture goals and 2040 Comprehensive Plan engagement

Time to impact: Within 90 days of go-live, the City should expect measurable reduction in routine inquiries reaching Police Admin Services, visible after-hours engagement on the resident portal, and the first resident satisfaction data in De Pere's history.

Required Investment

Annual platform investment: $13,334

This matches exactly the $13,344 already budgeted in the 2026 Information Management budget (line 219c). It is less than 7% of the annual cost of one full-time front-desk equivalent at De Pere salary bands, and materially less than extending service hours via overtime or staffing.

polimorphic

Financial Justification & ROI Analysis: AI-Assisted Resident Services — Polimorphic Connect Platform

Investment Summary

Item	Amount
Annual Platform License (Connect)	**$12,485**
Cost Per Resident (pop. 25,605)	$0.49/resident/year

Cost of Inaction

Without implementing Polimorphic, the City continues to absorb real, quantifiable costs:

1. **Misallocated sworn department labor.** Police Administrative Assistants are budgeted in the public safety fund at full sworn-support rates. Every minute they spend answering questions about tax bills or park hours is a minute of the public safety budget being spent on general government inquiries. The 2026 Police budget totals $12,642,481. Even if this misdirection accounts for just 1% of administrative time, that is $126,000+ in public safety funding absorbed by general resident service.

2. **Hidden overtime and after-hours coverage exposure.** Any expansion of service hours through staffing means overtime or new FTE. A single part time customer service position (20 hrs/week at $18–$22/hr) costs $18,720–$22,880 per year in wages alone, before benefits, training, or management overhead. That exceeds the Polimorphic annual license for a fraction of the coverage provided.

3. **Unquantified staff time absorbed by repeat inquiries.** Routine questions about taxes, parking, recreation programs, and permits are handled manually every day across multiple departments. At a conservative 8 hours per week of combined staff time across departments, at an average loaded cost of $35/hr, De Pere absorbs approximately $14,560/year in staff cost answering questions that an AI can resolve in seconds — a cost that exceeds the platform license itself.

4. **Worsening levy-limit gap.** Net new construction — the only lever available to grow the levy — grew just 1.37% in 2024 and 1.68% in 2025. Operating expenditures grew 2.44% in 2026. Each year this gap goes unaddressed through service innovation, the City moves closer to having to choose between cutting services, increasing fees, or requesting referendum authority.

Reallocation Analysis

Value Driver	Assumption	Annual Value	Type
Staff time recovered (routine inquiries)	8 hrs/wk @ $35 loaded	**$14,560**	Hard cost avoided
Avoided part-time staffing for extended hours	20 hrs/wk @ $20/hr + benefits	**$25,000+**	Hard cost avoided
Police Admin call diversion (non-public-safety inquiries)	Reclassifies misallocated public safety labor	**Qualitative**	Operational efficiency
Resident demand data for FY27 budget planning	Real-time analytics dashboard (currently zero data)	**Qualitative**	Strategic planning
Quantifiable Annual Value (Conservative)	**—**	**$39,560+**	**vs. $12,485 investment**

ROI Summary

On quantifiable line items alone — staff time recovered and staffing cost avoided — the Connect platform generates an estimated **$39,560 in annual value** against a **$12,485 annual license** — a **3.2x return** in year one. Payback on the investment is achieved in under four months. This calculation does not include the strategic value of 131 additional resident service hours per week, the reclassification of Police Administrative time, or the resident demand data provided to the City Manager for FY27 planning.

Budget Classification

The Polimorphic Connect platform is a software-as-a-service (SaaS) subscription and should be classified as an operating expenditure under the General Fund. It aligns directly with the 2026 budget's stated priority of "technology-based business solutions for customer service" and requires no capital outlay, no hardware procurement, and no infrastructure changes.

POLIMORPHIC SYSTEMS

TERMS OF SERVICE

These Terms of Service (the "**Terms**") form a binding agreement between you ("**you**" or "**Subscriber**") and Polimorphic, Inc. ("**Polimorphic**", "**We**", or "**Company**"). Please carefully read the Terms before registering an account or using the Services (defined below). By signing a service order, statement of work, or other ordering document (each an "**Order Form**") or using the Polimorphic Service you agree to be bound by these Terms and our Privacy Policy found at www.polimorphic.com/privacy-policy (the "**Privacy Policy**"), which is incorporated into these Terms and forms a legally binding agreement between you and Polimorphic (collectively, the "**Agreement**").

In order to use the Polimorphic Service, you must first agree to these Terms. If you are registering for or using the Polimorphic Service on behalf of an organization or government entity, you are agreeing to these Terms for that entity and promising that you have the authority to bind that entity to these Terms. In that case, "Subscriber", "you" and "your" will also refer to that entity, wherever possible. Your use of the Polimorphic Service shall be deemed to constitute your consent to be bound by these Terms and shall be enforceable in the same way as if you had signed an agreement. If you do not agree to be bound by these Terms, please do not place an order and do not use any of the Polimorphic Services.

These Terms may be updated by us from time to time without notice. You can review the most current version of the Terms at any time at www.polimorphic.ai/terms-of-use. The Terms govern your access to and use of any Polimorphic website, platform, integration tool, mobile application, any order you place, and you use or attempted use of the Polimorphic Service.

These Terms are effective as of the date you first click "Agree" (or similar button or checkbox), sign an applicable Order Form, or use or access the Polimorphic Service, whichever is earlier (the "**Effective Date**"). These Terms do not have to be signed in order to be binding.

1. DEFINITIONS. As used in these Terms:

1.1. "***Connected Account***" means any third-party platform connected to, or integrated with, the Polimorphic Service by or on behalf of Subscriber.

1.2. "***Connected Account Data***" means any data collected from, or provided by, any Connected Account.

1.3. "***Constituent***" means any non-governmental natural person or entity that resides within or interacts with the municipality, city, township or village that Subscriber represents.

1.4. "***Constituent Data***" means any information uploaded or transmitted to the Polimorphic Service by a Constituent.

1.5. "***Documentation***" means any user manuals, handbooks, and online materials provided by Polimorphic to Subscriber that describe the features, functionality, or operation of the Polimorphic Platform.

1.6. "***Integration Tools***" means any coding, programming or design techniques, architecture, methodology, APIs, functions, software code, applications, scripts, templates, knowledge, experience, and know how developed by Polimorphic in the performance of any Professional Services related to the integration, implementation, connection and/or onboarding of any Connected Account. For clarity, Integration Tools do not include Connected Accounts or any confidential information of Subscriber.

1.7. "***Order Form***" means any order form for Polimorphic Service executed by both parties that references these Terms.

1.8. "***Performance Data***" means any log files, metadata, telemetry data and other technical performance data automatically generated by the Service relating to the use, performance, efficacy, reliability and/or accuracy of the Polimorphic Service, which does not contain any personally identifiable information or Subscriber Data or Constituent Data.

1.9. "***Professional Services***" means any integration, onboarding or other professional services

that may be performed by Polimorphic hereunder.

1.10. "***Polimorphic Platform***" means the technology, including AI and machine learning algorithms, used by Polimorphic to deliver the Polimorphic Service to Subscriber.

1.11. "***Polimorphic Service***" means the on-line service delivered by Polimorphic to Subscriber using the Polimorphic Platform as described in an applicable Order Form.

1.12. "***Statement of Work***" means any mutually agreed upon work order or statement of work that specifies the Professional Services to be made available by Polimorphic hereunder.

1.13. "***Subscriber Data***" means Connected Account Data, and any other data uploaded or transmitted to the Polimorphic Service by Subscriber. Subscriber Data does not include Constituent Data.

1.14. "***Users***" means Subscriber's employees, representatives, consultants, contractors, or agents authorized by Subscriber to access the Polimorphic Service for which applicable fees have been paid.

2. POLIMORPHIC SERVICE.

2.1. Subscription to the Polimorphic Service. Subject to your compliance with these Terms, commencing as of the Effective Date, Polimorphic hereby grants to Subscriber a non-sublicensable, non-transferable (except as provided in Section 12), non-exclusive subscription to access and use the Polimorphic Service solely for Subscriber's internal business purposes.

2.2 Support. Subject to your compliance with these Terms, Polimorphic shall use commercially reasonable efforts to (a) maintain the security of the Polimorphic Service; and (b) provide 9am – 5pm (EST) email support, excluding federal holidays.

3. ONBOARDING AND CONNECTED ACCOUNTS.

3.1. Connected Accounts. In order to access many of the features and functions of the Polimorphic, Service, Subscriber will need to link its Connected Accounts to the Polimorphic Service. By granting Polimorphic access to any Connected Account, (i) Subscriber represents and warrants that it is entitled to disclose any log-in information provided by Subscriber in connection therewith and/or to grant Polimorphic access to such Connected Accounts, (ii) Subscriber represents and warrants that it is in good standing with respect to such Connected Accounts, and (iii) Subscriber acknowledges that Polimorphic may access Connected Account Data so that it may be used in accordance with these Terms. Subscriber further acknowledges and agrees that each Connected Account, including access to and use thereof and uptimes related thereto, is solely determined by the applicable provider of the relevant Connected Account. Polimorphic will have no liability for any unavailability of any Connected Account, or any third party provider's decision to discontinue, suspend or terminate any Connected Account.

3.2. Integrating Connected Accounts. Subscriber acknowledges and agrees that in order to properly onboard to the Polimorphic Service and make full use of features and functions of the Polimorphic Service, Subscriber will need to integrate or connect to Connected Accounts with the Polimorphic Service. The Polimorphic Platform has certain prebuilt integrations readily available. In the event any integrations are required to be developed, Polimorphic may create such integrations in accordance with a mutually agreed upon Statement of Work. In the event of any conflict between these Terms and any Statement of Work, these Terms will control, unless the terms of the Statement of Work specifically identify those section(s) of the Terms to be superseded by the Statement of Work, in which case the Statement of Work will control solely with respect to such section(s).

4. SUBSCRIBER'S USE OF THE POLIMORPHIC SERVICE.

4.1. Access and Security Guidelines. Each User will be provided access to and use of the Polimorphic Service through confidential account credentials. Subscriber will be responsible for all uses of its account. Subscriber will promptly notify Polimorphic of any unauthorized use or access to its account. User seats may not be shared amongst other Users.

4.2. Restrictions. Subscriber will not, and will not permit any User or other party to: (a) reverse engineer, disassemble or decompile any component of the Polimorphic Platform; (b) interfere in any manner with the operation of the Polimorphic Service, or the Polimorphic Platform or the hardware and network used to operate the Polimorphic Service; (c) sublicense any of Subscriber's

rights under these Terms, or otherwise use the Polimorphic Service for the benefit of a third party or to operate a service bureau; (d) modify, copy or make derivative works based on any part of the Polimorphic Platform; or (e) otherwise use the Polimorphic Service in any manner that exceeds the scope of use permitted under **Section 2.1**.

5. FEES, PAYMENT AND SUSPENSION OF SERVICES. Subscriber will pay Polimorphic all applicable fees for use of the Polimorphic Service ("***Fees***"). All Fees are exclusive of, and Subscriber shall pay, all sales, use, excise and other taxes and applicable export and import fees, customs duties and similar charges that may be levied upon Subscriber. Polimorphic reserves the right (in addition to any other rights or remedies Polimorphic may have) to discontinue the Polimorphic Service and suspend Subscriber's access to the Polimorphic Service if any Fees are overdue until such amounts are paid in full. Subscriber is responsible for providing complete, accurate and up to-date billing and contact information.

6. CONFIDENTIAL INFORMATION.

6.1. "***Confidential Information***" means all information regarding a party's business, including, without limitation, technical, marketing, financial, employee, planning, and other confidential or proprietary information, disclosed to a party, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. Subscriber Data is the Confidential Information of Subscriber. Confidential Information of Polimorphic includes information derived from or concerning the Polimorphic Service, the Polimorphic Platform, and the Documentation.

6.2. The receiving party agrees that it will not use or disclose to any third party any Confidential Information of the disclosing party, except as expressly permitted under these Terms. The receiving party will limit access to the Confidential Information to those who have a need to know such information to use or provide the Polimorphic Service. The receiving party will protect the disclosing party's Confidential Information from unauthorized use, access, or disclosure in a reasonable manner. The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, as shown by the receiving party's competent written records, or (c) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body.

7. OWNERSHIP AND DATA.

7.1. Polimorphic Platform and Technology. Subscriber acknowledges that Polimorphic retains all right, title and interest in and to the Polimorphic Platform, Integration Tools and all software and all Polimorphic proprietary information and technology used by Polimorphic or provided to Subscriber in connection with the Polimorphic Service (the "***Polimorphic Technology***"), and that the Polimorphic Technology is protected by intellectual property rights owned by or licensed to Polimorphic. Other than as expressly set forth in these Terms, no license or other rights in the Polimorphic Technology are granted to the Subscriber. Subscriber hereby grants Polimorphic a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Polimorphic Service any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber, including Users, relating to the Polimorphic Service. Polimorphic shall not identify Subscriber as the source of any such feedback.

7.2. Subscriber Data. Subscriber retains all right, title and interest in and to the Subscriber Data. Subscriber hereby grants to Polimorphic a non-exclusive, worldwide, royalty-free and fully paid-up license to: (a) access and use Subscriber Data to provide the Polimorphic Services to Subscriber; and (b) use Subscriber Data on an aggregated and anonymized basis to improve the Polimorphic Services; *provided, that*, the license grant in subpart (b) shall be perpetual and irrevocable. Subscriber represents and warrants that it has all necessary rights to grant Polimorphic the foregoing licenses.

7.3. Constituent Data. Subscriber acknowledges that Polimorphic's collection, use and disclosure of Constituent Data is and shall be governed by Polimorphic's privacy policy available at: https://www.polimorphic.com/privacy-policy, as may be updated by Polimorphic from time to

time.

7.4. Data Security. In the event Polimorphic becomes aware of any loss or unauthorized access, disclosure or use of any Subscriber Data ("***Security Breach***"), Polimorphic will (i) promptly notify Subscriber in writing of such Security Breach, and (ii) take reasonable steps to identify the cause of such Security Breach, minimize the harm associated therewith and prevent reoccurrence thereof. Any notification of any Security Breach will describe, to the extent known, details of the Security Breach, including steps taken to mitigate the potential risks.

7.5. Performance Data. Polimorphic retains all right, title and interest in and to the Performance Data, and may use Performance Data for any lawful purpose.

8. TERM AND TERMINATION.

8.1. Term. These Terms are binding as of the Effective Date and shall continue until all Order Forms have expired, unless terminated earlier in accordance with these Terms. Unless otherwise set forth in an Order Form, each Order Form will have an initial term of one (1) year (the "***Initial Order Term***") and will automatically renew for successive one (1) year periods (each, a "***Renewal Order Term***" and collectively with the Initial Order Term, the "***Order Term***"), unless either party provides no less than sixty (60) days' written notice of its intent to terminate as of the end of the then-current Order Term. Unless otherwise stated in the Order Form, the pricing for the Initial Order Term and each subsequent Renewal Order Term, will be based on the total number of Constituents who are natural persons within Subscriber's municipality, city, township or village at the commencement of the then-current Order Term. The number of Constituents will be determined by Polimorphic, and Polimorphic will provide notice to Subscriber thereof, no less than sixty (60) days prior to the commencement of any Renewal Order Term using publicly available U.S. Census Bureau data available at http://census.gov/data.html.

8.2. Termination. Either party may terminate these Terms upon written notice if the other party materially breaches these Terms and does not cure such breach (if curable) within thirty (30) days after written notice of such breach. Upon the expiration or termination of these Terms for any reason, (a) any amounts owed to Polimorphic will become immediately due and payable; and (b) each party will return to the other all property (including any Confidential Information) of the other party. Polimorphic agrees that upon expiration or termination of these Terms, Polimorphic will remove all Subscriber Data from the Polimorphic Platform and all Subscriber access to the Polimorphic Service will cease. Provisions that by their nature are intended to survive termination, including without limitation **Sections 1, 5, 6, 7, 8.2, 9.2, 9.3, 10-12** will survive the termination of these Terms.

9. WARRANTY; DISCLAIMER.

9.1. Limited Warranty. During the Term, Polimorphic warrants that the Polimorphic Service, when used as permitted by Polimorphic and in accordance with the Documentation, will operate as described in the Documentation in all material respects. If Subscriber notifies Polimorphic of any breach of the foregoing warranty, as Subscriber's sole and exclusive remedy, Polimorphic shall use commercially reasonable efforts to repair and fix the non-conforming functionality.

9.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE POLIMORPHIC SERVICE, POLIMORPHIC PLATFORM AND DOCUMENTATION ARE PROVIDED "*AS IS*" AND "*AS AVAILABLE*" AND (B) POLIMORPHIC AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.3. CONNECTED ACCOUNTS. Subscriber acknowledges that Polimorphic has no control over, or other ability or obligation with respect to the maintenance, upkeep, status or support of any Connected Accounts or other component thereof, including the accuracy, timeliness, reliability, or completeness of any Connected Account Data. Subscriber further acknowledges that, as a result, Polimorphic will not be liable for any inaccuracies, losses or other claims arising from or related to any notifications, results, records or other outputs created or provided by the Polimorphic Service (collectively, "***Outputs***") that are based on the Connected Account Data. Accordingly, Polimorphic makes no representations or warranties with respect to the accuracy, timeliness, reliability or completeness of any Outputs. Polimorphic will have no liability with respect to any Outputs, any

acts, omissions, reliance, delays, errors or other liabilities arising from or related to any Outputs, or any downtime, unavailability, inaccuracies or failures of any Connected Accounts. Subscriber represents and warrants that it has all necessary rights and authority to disclose any account credentials and passwords provided by Subscriber to Polimorphic related to any Connected Accounts, and that Polimorphic's access to and use of any Connected Accounts will not require Polimorphic to pay any amounts to any third party.

10. INDEMNITY.

10.1. By Polimorphic. If any action is instituted by a third party against Subscriber based upon a claim that the Polimorphic Service or Polimorphic Platform, as delivered, infringes any third party's intellectual property rights, Polimorphic shall defend such action at its own expense on behalf of Subscriber and shall pay all damages attributable to such claim which are finally awarded against Subscriber or paid in settlement. If the Polimorphic Service or Polimorphic Platform is enjoined or, in Polimorphic's determination is likely to be enjoined, Polimorphic shall, at its option and expense (a) procure for Subscriber the right to continue using the Polimorphic Service, (b) replace or modify the Polimorphic Platform or Polimorphic Service so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate these Terms and Subscriber's access to the Polimorphic Service and refund any amounts previously paid for the Polimorphic Service attributable to the remainder of the then-current term. This Section sets forth the entire obligation of Polimorphic and the exclusive remedy of Subscriber against Polimorphic for any claim that the Polimorphic Service infringes a third party's intellectual property rights.

10.2. By Subscriber. To the extent permitted under applicable State law of the Subscriber, if any action is instituted by a third party against Polimorphic relating to (a) any claims or disputes between Subscriber and any provider of any Connected Account or any Constituent, (b) Subscriber's breach or alleged breach of Section 2.1, or (c) Subscriber's breach of these Terms or use of the Polimorphic Services in violation of any applicable laws, rules or regulations, Subscriber will defend such action at its own expense on behalf of Polimorphic and shall pay all damages attributable to such claim which are finally awarded against Polimorphic or paid in settlement of such claim.

10.3. Procedure. Any party that is seeking to be indemnified under the provision of this **Section 10** must (a) promptly notify the other party (the "***Indemnifying Party***") of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a "***Claim***"), and (b) give the Indemnifying Party the sole control over the defense of such Claim.

11. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL POLIMORPHIC OR SUBSCRIBER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS IN ANY WAY RELATING TO THESE TERMS. IN NO EVENT SHALL POLIMORPHIC'S AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THESE TERMS EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY POLIMORPHIC FROM SUBSCRIBER PURSUANT TO THE APPLICABLE ORDER FORM OR STATEMENT OF WORK DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO SUBSCRIBER'S PAYMENT AND INDEMNITY OBLIGATIONS. THE PARTIES WOULD NOT HAVE ENTERED INTO THESE TERMS BUT FOR SUCH LIMITATIONS.

12. GENERAL PROVISIONS.

Polimorphic may use Subscriber's name and logo on Polimorphic's website and identify Subscriber as a Subscriber of Polimorphic. Neither party may assign any rights or obligations arising under these Terms, without the prior written consent of the other; *except* that Polimorphic may assign these Terms without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempted assignment or transfer in violation of the foregoing will be null and void. Subscriber agrees that Polimorphic may subcontract certain aspects of the Polimorphic Service to qualified third parties, *provided that* any such subcontracting arrangement will not relieve Polimorphic of any of its obligations hereunder. These Terms will be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles. If a lawsuit or court proceeding is permitted under this Agreement, the parties will be subject to the exclusive jurisdiction of the state and federal courts located in the City of New York. Any notice under these Terms must be given in writing to the other party at the address set forth above. Notices will be deemed to have been given upon receipt (or when delivery is refused) and may be (a) delivered personally, (b) sent by recognized courier service, or (c) sent by electronic mail to the addresses indicated on the Order Form. These Terms (as modified by Polimorphic from time to time)

together with any executed Order Forms or Statements of Work represent the entire understanding and agreement of the parties, and supersedes any and all previous and contemporaneous understandings. Except as set forth in these Terms, only a writing signed by both parties may modify these Terms. In the event that any provision of these Terms is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of these Terms will remain in full force and effect. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. All waivers must be in writing. The parties to these Terms are independent contractors, and no agency, partnership, franchise, joint venture or employee employer relationship is intended or created by these Terms. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under these Terms due to any cause beyond its reasonable control, including without limitation an act of war, terrorism, act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, epidemic, pandemic, or failure or degradation of the Internet. Polimorphic is not responsible or liable for any delay or failure of performance caused in whole or in part by Subscriber’s delay in performing, or failure to perform any of its obligations under these Terms.

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Members of the Finance/Personnel Committee
From: Steve Massey, IT Director
Date: June 9, 2026
RE: **Consideration and Possible Action to approve a four-year contract with Polimorphic, Inc. for AI Voice, Text Chat and Web Chat services***

During the 2026 budget cycle, funds in the amount of $13,344 were approved to implement website AI search/chatbot integration and an AI phone system auto-attendant to reduce demand on staff and minimize delays in service delivery. The goal of this initiative is to provide residents with instant answers and 24/7 support through a multi-channel AI assistant available in 30+ languages.

AI voice refers to an automated phone agent that listens, understands, and responds to callers using natural-sounding synthesized speech, allowing residents to get answers or complete tasks without waiting for a live person. AI text chat provides instant, conversational responses through SMS or messaging channels, helping users ask questions or receive updates from their mobile device. AI web chat is an interactive chatbot embedded on a website that guides users, answers questions, and routes service requests in real time.

De Pere's growing and increasingly diverse population means residents expect fast, accessible answers without needing to navigate complex websites or call during business hours. AI voice, text, and web chat provide round-the-clock support, lower call volume, and allow staff to focus on other tasks while residents get immediate, accurate information. The ability to communicate in multiple languages is essential for promoting inclusivity, ensuring that the city can provide equitable services to residents who do not speak English and fulfill accessibility standards. By adopting these tools, De Pere demonstrates its commitment to improving resident experience, promoting transparency, and delivering services efficiently as a progressive community.

Staff received quotes from the two vendors that provide AI voice, Text Chat, and Web Chat services tailored for government agencies. A spreadsheet summarizing vendor quotes in more detail is attached, along with the individual proposals and vendor supplied literature. Staff recommends signing a four-year agreement with Polimorphic, Inc. at a cost of $12,485 per year for years 1-4 with the option to cancel the agreement annually. Polimorphic was chosen for their competitive pricing, no annual uplift for years 1-4, fast implementation, unlimited usage and proven success in nearby communities like Suamico and Wrightstown.

AI Voice, Text Chat and Web Chat Cost Matrix

Vendor	Year 1	Year 2	Year 3	Year 4	4 Year TCO
Citibot	$12,500	$12,750	$13,000	$13,520	$51,770
Polimorphic	$12,485	$12,485	$12,485	$12,485	$49,940

Citibot Subscription Agreement

This Agreement is made by and between DePere, WI ("City") and Citibot, Inc. ("Citibot"), hereinafter referred to collectively as (the "Parties"), for the services outlined herein. This agreement is dated _____.

1. Definitions. Capitalized terms used but not otherwise defined herein shall include the meanings ascribed thereto in the Terms of Service below, as applicable.

"***Service***" collectively refers to the Citibot Text Chat, AI Voice, and City website chatbot customer service platform, software and/ or services made available to City. The features include (1) questions and result answers; (2) direct message pathway.

"***Content***" collectively refers to any and all information, including any text, graphics, and and/ or other materials, submitted to or made available through the Service. Content submitted to the Service by City or any Authorized User is referred to as "***User Content***," and all other Content of the Service is referred to as "***Citibot Content***."

"***Subscription***" refers to the right granted by Citibot to City to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

"***Authorized User***" refers to each employee of Subscriber, resident of DePere, agents and/ or contractor of City authorized to access and use the Service and the Content.

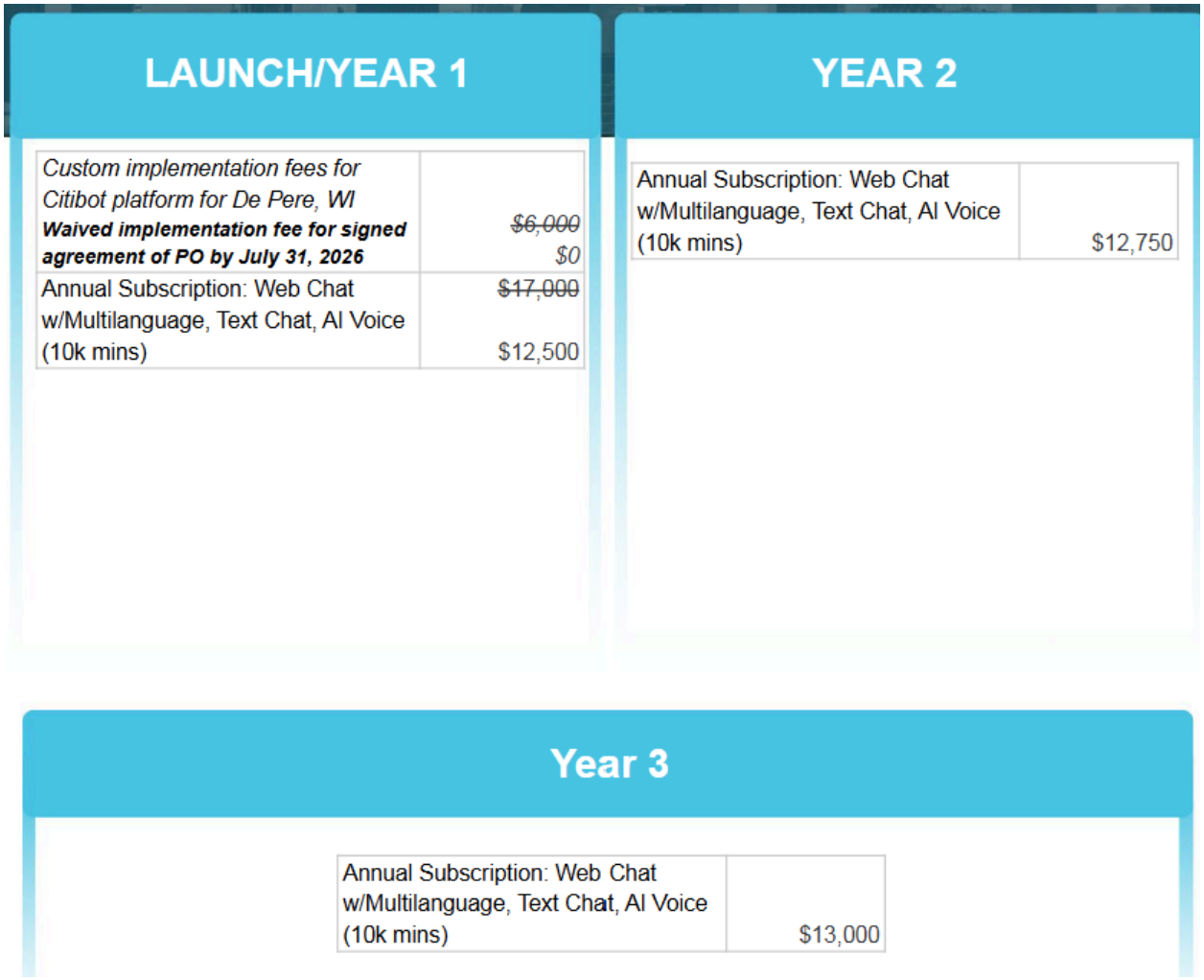
2. Term; Termination.

a. Term. The initial term of the Subscription Agreement shall commence on the date of this Agreement's execution by the Parties or as outlined in the pricing table and continue in effect for one year at rates as specified in the post installation maintenance, hosting, support, and software as a service section as described below.

b. Effect of Termination. Upon the termination of this Agreement, the subscription and all rights granted to the City and the Authorized User(s) in the Subscription Agreement are immediately revoked, including, without limitation, all rights to use the Service, any portion thereof, and any Citibot Content obtained through the Service.

3. **Installation Fee; Subscription Fee; Payment**. City is responsible for payment of the Installation and Subscription Fees as described in this Section. Payment shall be due to

Citibot within thirty (30) days upon receipt of the Invoice, and the rates are presented in this table below.



LAUNCH/YEAR 1

Custom implementation fees for Citibot platform for De Pere, WI ***Waived implementation fee for signed agreement of PO by July 31, 2026***	~~*$6,000*~~ *$0*
Annual Subscription: Web Chat w/Multilanguage, Text Chat, AI Voice (10k mins)	~~$17,000~~ $12,500

YEAR 2

Annual Subscription: Web Chat w/Multilanguage, Text Chat, AI Voice (10k mins)	$12,750

Year 3

Annual Subscription: Web Chat w/Multilanguage, Text Chat, AI Voice (10k mins)	$13,000

Year 1

The pricing is reflected in the table above.

Implementation Fee: Upfront development and installation cost should consider the software cost as well as initial configuration and setup costs, initial license costs, training and implementation. Breakdown: This Cost considers installation fees as well as all costs associated with training and implementation with the City staff.

1. Text Chat Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service cost:* Citibot will invoice this payment upon execution by the Parties.

2. Multi-Language Translation API: *Post Installation maintenance, hosting, support, and software as a service costs.*

3. Web Chat Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service costs.*

4. AI Voice Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service costs. Subscription includes 10,000 minutes annually. If usage exceeds the included allotment, service will remain active and an additional package of 2,000 minutes will be added at a cost of $1,600.*

Year 2 and 3

Should the City choose to renew for additional years beyond the term, pricing for Years 2 and 3 is reflected on the table above and is defined by the language in the Year 1 description above for each service category.

4. **Representation and Warranty**. Each party represents and warrants to the other party that it has the full power to enter into the Subscription Agreement and to perform its obligations thereunder.

5. **Software as a Service.** Citibot is selling its software as a service. Thus, none of Citibot's employees shall be deemed employees of the City.

6. **Venue/Jurisdiction.** This Agreement is governed by the laws of Wisconsin.

7. **Public Records.** Citibot acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of Wisconsin Freedom of Information regulations, and that Citibot must comply with the public records laws of the State of Wisconsin.

DePere, WI

Citibot, Inc.

_____

Signed

_____

CEO, W. Bratton Riley

_____

Date

_____

Date

Save Time.
Cut Costs.
Serve Better.

Schedule a
Demo with us!

CITIBOT

www.citibot.io

CITIBOT

The Resident-First, AI-Powered Government
Communications Platform

Empowering Government. Serving Residents.



Resident-First AI Platform

Built specifically for the government, Citibot blends enterprise-grade AI with human-centered design to ensure equity, trust, and accessibility. Residents receive verified, accurate information across every channel, supported by our closed-system AI that prioritizes compliance, privacy, and security.

- **Multi-Channel Access:** 24/7, multilingual support across web, text, and social.
- **ADA & Accessibility Compliance:** AI governance that supports ADA compliance and WCAG alignment.
- **Reduce routine call volume** by 30–60% in 30 days.
- **Accurate & Up-to-Date Content:** Ensure residents always receive accurate, reliable information.
- **Integrations & Data Intelligence:** Fast, accurate answers from connected systems.



Real Results for Modern Government

Roseville, CA answered questions in **14 languages** in the **first two months**.	City & County of Denver, CO **saved $500K** in the first **18 months**.	**Saved 1 Month** of staff time in the first 6 months.

Citibot helps governments modernize service delivery, reduce operational strain, and improve resident satisfaction — all while maintaining compliance, accessibility, and security.

- Save 1 month of staff time per year
- Increase resident services without adding staff
- Support 70+ languages automatically
- Ensure accurate, ADA-compliant website content
- Increase resident trust with faster response times

AI Assistant for Government

Provide residents with instant answers and 24/7 support via a multi-channel AI Assistant.

Build Trust Through High-Quality Digital Experiences

24/7 Availability
Provides residents with instant support — day or night.

Multi-Channel
Meet residents on their preferred platform — with one cohesive experience.

Service Requests
Allows residents to submit service requests directly for faster follow-up.

Multilingual
Support 70+ languages with AI that recognizes and responds in each user's native language.

Automated Answers
Automatically responds to commonly asked questions using your approved website content.

Save Resources
Reduces call volume and repetitive tasks so staff can focus on higher-priority work.

Our platform unifies your website content and trusted data sources into one reliable AI experience.

How it Works

Our AI-powered platform can be set up for either residents or internal staff. Residents can easily submit questions or requests, while internal staff efficiently locate and manage information.

Resident Input

Staff Input

Available on your Residents Preferred Channel

Web Chat — Branded AI assistant for your website	Text Chat — Your Government, One Text Away
WhatsApp — Serve Your Diverse Population	Messenger — On Residents' Favorite Platforms
Text Alerts — Real-Time Alerts for Your Community	AI Voice — AI-Powered Phone Support, 24/7

Answer resident questions using trusted sources like document repositories, websites, and municipal records. Manage service requests and work orders through seamless integrations with existing municipal systems.

Web Content Management

Code/Permit Lookups

Access Existing Platforms

Refresh

Refresh leverages the data captured across interactions to retrain and optimize municipal websites, keeping your knowledge base up-to-date and relevant.

AI Voice

Set a New Standard for Resident Phone Experiences. Easily add best-in-class AI Voice Agents into your agency's phone system.

Trusted by

DENVER THE MILE HIGH CITY · The Village of Wellington · LANCASTER · KANSAS CITY · Mount Pleasant South Carolina

How AI Voice works

- Answers calls 24/7 with **natural, human-like voices**—including localized accents.
- **Supports the most commonly spoken languages** in your community for inclusive service.
- Enables i**nstant answers, service requests**, and **smart routing** to the right department.
- Sends **automatic text follow-ups** with call details and helpful resources.

Refresh

Refresh Your Website in Hours — Not Months

Keep your content accurate, accessible, and aligned, without overwhelming your team.

What Refresh Evaluates

Accuracy

AI scans every page to ensure content is correct, consistent, and free of duplication — so residents always get reliable information.

Current

Flags pages that haven't been updated recently, prompting staff to refresh content and guarantee human oversight where it's needed most.

Persona

Refresh makes your web content speak with one consistent voice across your website.

Accessibility

Flags common accessibility issues (e.g., missing alt text) and helps support ADA compliance and WCAG 2.1 alignment.

How Refresh works

- **Scan** - Identifies web and PDF issues across accuracy, outdated content, tone, accessibility, and clarity.
- **Recommend** - Provides clear, specific updates so teams know exactly what to change.
- **Explain Why** - Outlines why each change matters — so you always understand how it improves trust, clarity, and accessibility.

Deep Integrations & Data Intelligence

Citibot doesn't only use web and PDF content to build its chat knowledge base for external and internal chatbots. We unify data from existing systems and platforms that cities use every day. This fusion of verified data sources produces cohesive, context-aware answers - simplifying resident experiences and enabling governments to deliver faster, more informed answers to questions.

- Code Enforcement
- Permits
- Calendars
- Agendas/Meetings
- Parks & Recreation
- Document Repository
- Directories
- Mass Notification
- Transparency

Laserfiche, municode, LexisNexis, American Legal Publishing, eCode360, OnBoard, BoardDocs, ACTIVE network, CommunityPass, SmartRec, GovPilot, Clariti, iCompass, network solutions, salesforce, GRANICUS, tyler technologies, GOGov, Cityworks, quickbase, esri, Rock Solid technologies, CATALIS, Brightly, Accela, Microsoft Dynamics 365, citizenserve, revize.

Fully Managed. Fully Branded.

Citibot manages everything from implementation to launch, making it easy for your team to get started. We deliver custom branding, seamless integration, and hands-on support—ensuring your AI assistant reflects your community while meeting the highest standards for accessibility, security, and performance.

Insights & Reporting

Citibot overlays sentiment, topic, and time critical information, in real-time, to inform the city on what residents are really asking.

Know the critical data points to serve your community better

- Total Interactions with Chat History
- Top Resident Inquiry Topics
- Average Sentiment by Topic
- Response & Engagement Rate
- Keyword Performance Tracking

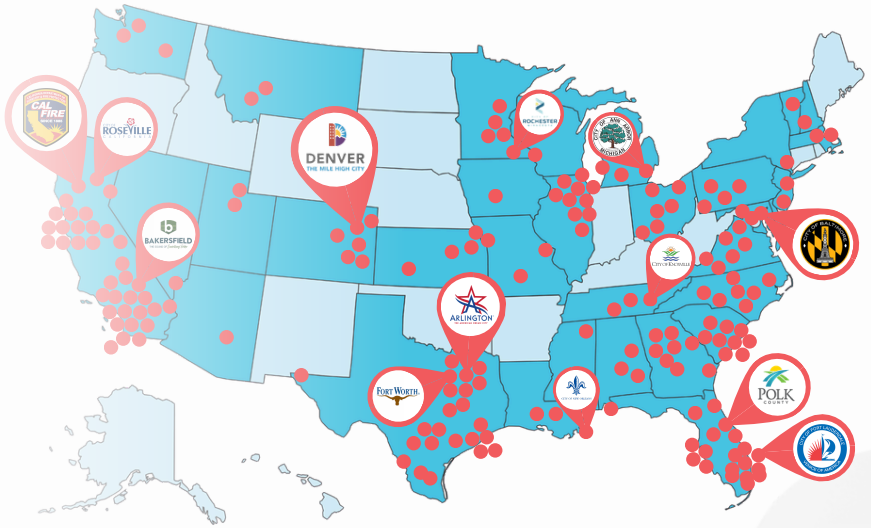
ABOUT CITIBOT

WHO WE ARE

Founded by Bratton Riley—whose passion for civic innovation was inspired by his father's 40 years as Mayor of Charleston—Citibot was built on a simple belief: local government should be accessible, responsive, and give everyone a voice.

We help governments deliver accessible, unified digital experiences that make it easier for residents to get answers and engage with their community — **because better digital experiences build stronger trust with your residents.**

Powering AI-Driven Service for 200+ Governments Across the U.S.



WHO WE SERVE

Local Government

311's & Call-Centers

Government Agencies

Citibot has been empowering municipalities for the past decade, but our reach extends far beyond cities and counties. We serve a wide variety of government agencies—from appraisal districts to mosquito control, public safety departments, and specialty service authorities. No matter your role, if you're helping residents, we're here to help you.

CITIBOT

Impact That Grows With You

Real results for cities of every size

Ask Ezra's **First 120 Days**

Puyallup, WA - Pop. 40,000

Products: Web Chat

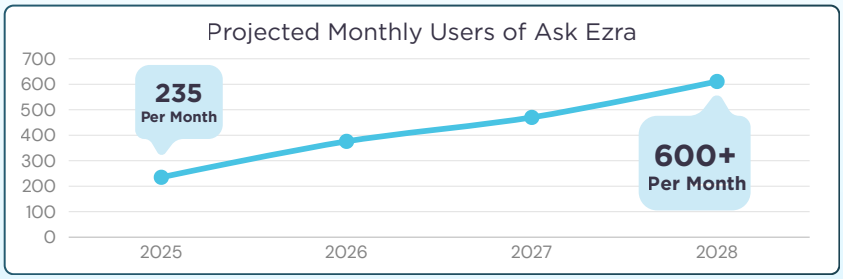
Ask Ezra has saved **$5,600** in the **first 120 days** with an AI Website Assistant.

Residents Engaged **1,000+**

Messages **1,400+**

Estimated Cost Savings 2026 - 2028

2026	2027	2028
$18,000~	**$22,560~**	**$29,328~**
Average of 376 Users per month	Average of 470 Users per month	Average of 600+ Users per month



Ask Andy's **First 120 Days**

Lancaster, CA - Pop. 170,000

Products: Multilingual, Web Chat

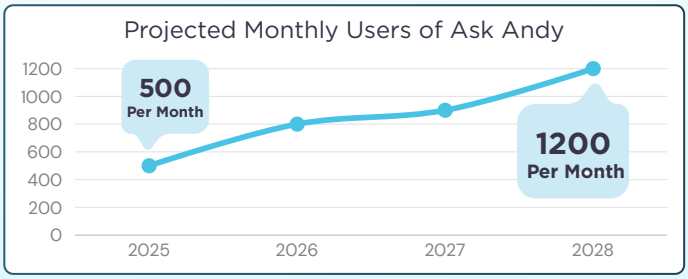
Ask Andy has saved **$8,000** in the **first 120 days** with a Multilingual AI web Assistant.

Residents Engaged **2,000+**

Messages **3,200+**

Estimated Cost Savings 2026 - 2028

2026	2027	2028
$38,400~	**$43,200~**	**$57,600~**
Average of 800 Users per month	Average of 900 Users per month	Average of 1200 Users per month



Questions asked in **5** Languages

Sunny's **First 18 Months**

Denver, CO, Pop. 700,000

Products: Multilingual, Web Chat, Text Chat, WhatsApp

$546,280

Saved

Sunny has saved **$546,280** in the **first 18 months** with Multilingual Text chat, Whatsapp, and Website AI Assistants.

Residents Engaged **111,394**

Questions **149,666**

Languages Recognized **47**

Service Requests **5,570**

Text "hello" to 439311 (HEY311) anytime or click the Sunny icon at the bottom right of www.denvergov.org

City of De Pere, Wisconsin

9.J

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Development Services
From:	Quasan Shaw, Community & Economic Development Specialist
Subject:	Resolution #26-58 Authorizing Development Agreement Regarding Property Redevelopment with TPAMMT, LLC (303 Reid Street; Parcel No. WD-955).
Recommendation:	Motion to Approve.

This item is for approval of the redevelopment agreement drafted pursuant to the terms approved unanimously by the Finance/Personnel Committee at its March 10, 2026, meeting.

Attachments:
Reso26-58, DA with Exhibit, TPAMMT FP Memo V2 03102026

RESOLUTION #26-58

AUTHORIZING DEVELOPMENT AGREEMENT REGARDING PROPERTY REDEVELOPMENT
BETWEEN THE CITY OF DE PERE AND TPAMMT, LLC
(303 Reid Street; Parcel WD-955)

WHEREAS, TPAMMT, LLC ("Developer") desires to enter into an agreement to redevelop its owner occupied and operated building at 303 Reid Street (Parcel WD-955) by completing renovations a minimum of 10,500 square feet for a brewery, event space and a small plates restaurant ("Development Project"); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has created Tax Increment Financing District No. 9 (the "District") and intends to amend the boundaries and Project Plan for the District (the "Project Plan"), and Parcel WD-955 is in need of rehabilitation or conservation work consistent with said Project Plan, authorizing the expenditure of funds for the benefit of redevelopment within the District; and

WHEREAS, Developer's intended Development Project is consistent with the Project Plan for the District, will provide economic stability for the TID and will be beneficial to the City; and

WHEREAS, Developer's ability to redevelop and occupy this site would not be viable but for City's commitment to reimburse significant site acquisition and development expenses associated with site assembly and reconstruction activities contemplated by Developer, pursuant to the terms set forth in the attached Development Agreement Regarding Property Redevelopment Between the City of De Pere and TPAMMT, LLC; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into such Development Agreement Regarding Property Redevelopment Between the City of De Pere and TPAMMT, LLC , 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 16th day of June, 2026.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/10/2026

DEVELOPMENT AGREEMENT REGARDING PROPERTY REDEVELOPMENT BETWEEN

THE CITY OF DE PERE AND TPAMMT, LLC

(Parcel Number – WD-955)

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 20__ , by and between the CITY OF DE PERE, Wisconsin, a municipal corporation ("City") and TPAMMT, 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 2012, the City created Tax Incremental District No. 9, as and for the benefit of rehabilitation and conservation within the District as described in the subsequent Amended Boundary and Project Plans for TID #9 adopted in 2012.

C. Developer has acquired certain real property, identified for real estate tax purposes and address as:

Tax Parcel	Address	Acres	Assessed Value
WD-955	303 Reid St.	.690	$1,638,200

067 SQ FT PLAT OF W DE PERE LOT 86,87 & 88 & N1/2 VAC ALLEY ADJ DESC IN

The parcels listed above shall be referred to as the "Property." The Property comprises approximately .690 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.

D. Developer intends to complete a project, which is a brewery, event space, and a small plates restaurant with a minimum of 10,500 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.

E. As of January 1, 2026, the Property has an aggregate assessed value of $1,638,200, which based on the assessed tax rates in effect as of January 1, 2026, the Property yields approximately $23,077.26 in total real estate taxes annually (assessed mill rate of $0.014479167).

F. Upon completion of the Project, the City estimates the assessed property value of the Property to be $2,500,00, which is anticipated to yield approximately $31,197.00 in total real estate taxes annually (assessed mill rate of $0.014479167).

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

G. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District 9 ("TID 9" or the "District"), which will provide part of the financing for certain costs of the Project. The City intends to amend the Boundaries and Project Plan for TID No. 9 to include the development and initiate the TID amendment process pursuant to Wis. Stat. §66.1105 et. seq, which is subject to Joint Review Board approval.

H. The Project described above and more fully in this Agreement will promote the development and economic stability of TID 9 and the City as a whole.

I. Developer's ability to construct and occupy the expanded 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.

J. 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.

K. 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.

L. 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 9 to facilitate development and redevelopment within the District and to provide financing for portions of such improvements and redevelopment.

M. 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.

N. 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, LIST OF IMPROVEMENTS to serve the Project.

O. 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 Two Million Five Hundred Thousand Dollars ($2,500,000.00).

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 Two Million Five Hundred Thousand Dollars ($2,500,000.00), the Deficit Payment (as defined below) provisions of Section VI. B. shall apply.

D. RESERVED.

E. "Base Assessed Value" means the total 2026 Assessed Value of the tax parcels comprising the Property in the amount of One Million Six Hundred Thirty Eight Thousand Two Hundred Dollars ($1,638,200).

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 TPAMMT, 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 9" means City of De Pere Tax Incremental District No. 9 as amended, which is statutorily scheduled to close as of August 7, 2039. *(See DOR active TID PDF)*

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 Amount

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 Valuation Warranty under Section VI.A.

N. "Guaranteed Value" means Two Million Five Hundred Thousand Dollars and no/00 cents ($2, 500,000.00).

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. The Project as constructed hereunder, together with the Property, comprises the Development Project.

S. "Project Grant" means the Project Reimbursement Grant provided to Developer as set forth in Section III.B.

T. RESERVED.

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. "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.

X. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.

Y. "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.

Z. "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.

AA. "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.

BB. "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.

CC. "Term of the Agreement" means through the end of TID 9.

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.

1. Developer Project Cost Reimbursement Grant. City shall provide Developer an incentive of One Hundred Thousand Twenty Five Thousand and no/100 dollars ($125,000.00) 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 (5%) of the estimated Project costs. Either City or Developer may request to renegotiate the Project Incentive for final project costs that are greater than or less than five percent (5%) of the estimated Project costs.

    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 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.

4. Other Grants and Credits, The City will award one Fifteen Thousand Dollar ($15,000.00) Experience De Pere Business Recruitment Grant each to One Barrel Brewing and Jennifer's LLC (entity name TBD).

IV. RESERVED.

V. RESERVED.

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 Two Million Five Hundred Thousand Dollars ($2,500,000.00). 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 Two Million Five Hundred Thousand Dollars (2,500,000.00). 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. 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 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, the amount so determined under the above process shall be placed against the Property as a special charge for services rendered under Wis. Stats. §66.0627(2). This paragraph is intended to be in addition to all other remedies available to the City at law or equity.

2. The Developer's obligation to satisfy and pay in full a Deficit Payment for any applicable tax year shall be in force for the duration of the life of the District or until 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 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 is 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. Site Plan. Prior to July 31, 2026, Developer shall submit a Site Plan to City for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet/contained in Exhibit B. The Site Plan shall clearly identify:

1. Required items.

E. Construction Documents. Prior to July 31, 2026, and prior to commencement of construction of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to City for approval. The Construction Documents shall include:

1. Required items.

F. Development Budget. Prior to DATE, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to City for approval. The Development Budget shall include:

1. Not less than dollars ($$.$$) in "hard" construction costs for the entire Project; and

2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and

3. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.

G. 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 July 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 (expected DATE – 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.

4. Developer shall have obtained the approval of the City, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.

H. Proof of Equity. Developer shall have in place and shall provide the City no later than July 31, 2026, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than fifteen percent (15%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

I. Proof of Financing. By no later than July 31, 2026, Developer shall have delivered proof satisfactory to the City of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City, to complete the Project according to the plans and specifications.

J. Acquisition of Property. By no later than June 30, 2026, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

K. 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.

L. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.

M. 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.

N. Ownership/Transfer or Sale of Project and/or Property. Developer shall retain ownership of the Project and/or Property until 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.

O. Commencement of Construction and Project. Developer shall commence construction of the Project no later than July 31, 2026.

P. Substantial Completion. The Project shall be Substantially Completed and subject to full real property tax assessment as of December 31, 2026.

Q. Reserved.

R. 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.

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

T. Utilities.

1. 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.

U. 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.

V. 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.

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

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. General Indemnity.

1. 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.

B. Special Assessments. The City agrees that it shall not specially assess Developer for any infrastructure or other costs incurred in connection with the original development of the District which are being reimbursed to the City or otherwise funded by Tax Increment.

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 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. TIF Payments termination. TIF payments shall only continue for a period of no longer than number (##) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year YYYY.

C. Survival of Certain Provisions. Sections III.B.4.; VI.B.; VI.F..; VI.J.; VI.L.; VI..N.3.; VI.R..; VI.BB.2.; VI.DD..; 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. In the event this Agreement is not executed by both Parties prior to DATE, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.

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:

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: TPAMMT, LLC
Attn: Peter Gentry
4633 Market Street
Egg Harbor, WI 54209
e-mail: peterg@onebarrelbrewing.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 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

PROPERTY MAP



WD-955 Parcel

0 0.01 0.03 0.05 Miles

N

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. LA 6/9/2026

EXHIBIT A-1

PROPERTY LEGAL DESCRIPTION

Parcel Number: WD-955 (.690 acres)

Address: 303 Reid St., De Pere, Wisconsin

Legal Description:

067 SQ FT PLAT OF W DE PERE LOT 86,87 & 88 & N1/2 VAC ALLEY ADJ DESC IN

EXHIBIT B

PRELIMINARY CONCEPT PLAN

EXHIBIT C

DESCRIPTION OF PROJECT, FINAL CONCEPT PLAN AND SITE PLAN

EXHIBIT D

MINIMUM ANNUAL PROPERTY TAX PAYMENT AMOUNT

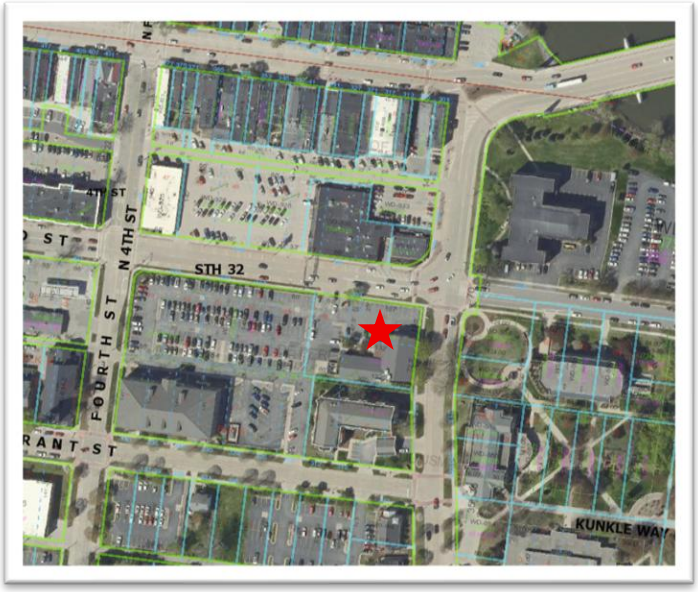
CITY OF DE PERE
MEMO

To: Mayor James Boyd
Finance and Personnel Committee
From: Quasan Shaw, Economic Development Planner
Date: March 10, 2026

RE: **Consideration and Possible Action on Redevelopment Agreement Terms with TPAMMT LLC for the Redevelopment of 303 Reid St. into a Multi-Tenant Commercial Development (Parcel WD-955).***

Summary

Development Services Department received a letter of intent for Tax Increment Financing (TIF) assistance from TPAMMT LLC, the proposed owner occupied and operated redevelopment of 303 and 307 Reid ST. The space at 303 Reid ST.is approximately 7,200 sq. ft. that will house a brewery, kitchen, and event space, serving beer, wine, other beverages and pizza. The 307 Reid ST. portion will house a small plate restaurant concept that will occupy approximately 2,500 sq. ft. with 800 sq. ft. of shared patio space.



TPAMMT estimates the cost of construction renovations at $1,500,000 to covering site work, building renovations, and associated soft costs. This is in part due to increase cost of construction and tariff related pressures. Upon completion of renovations, the development is expected to achieve a guaranteed assessed value of $2,500,000. The developer is requesting TIF assistance in the amount of $125,000.00, this can be in the form of a grant or TIF. To make this feasible the city will complete a boundary amendment to TID 9 to include parcel WD-955.

1. Project Summary

Project Assessed Value Summary

The proposed redevelopment project is estimated to create approximately $900,000 of new assessed value increment to TID No. 9 on the west side.

2. General Developer Terms and Obligations:

Parcel ID:	WD-955
Parties:	TPAMMT LLC and City of De Pere
Purpose:	Redevelopment of existing commercial and retail space in the Reid St commercial corridor.

3. Developer Obligations

1. **Timelines:**
    a. Commence construction of the building by July 2026.
    b. Complete Construction by December 31, 2026.
    c. Final assessed value by January 1, 2027.

2. **Site Plan:** An approved or conditionally approved site plan shall be included with the development agreement. A conceptual site plan shall be included with the development agreement that substantially conforms to the requirements of the zoning code.

3. **Assessed Value and Tax Revenue:** Since the City is borrowing funds for the Cash Grant, the project must include a Guaranteed Minimum Annual Tax Increment Revenue Payment (tax payment) of $36,197. The City will assess the Development Project in accordance with the real estate valuation requirements for similar mixed commercial properties under Wis. Stats §70.32. The Total Project Grant is based on the completed redevelopment project achieving an Assessed Value equal to the Guaranteed Value for real property tax purposes, which shall be no less than $2,500,000 by January 1, 2027. However, under no circumstances shall the annual tax value be lower than $36,197. The Developer and/or unit owners must make a Payment In Lieu of Tax to the City (the "Deficit Payment"), equal to the difference in taxes that should have been collected due to any shortfall in annual tax increment revenue.

General City Obligations:

1. **Extend TID 9:** City will extend TID 9 boundary to include parcel WD-955.

2. **Developer Project Cost Reimbursement Grant:** The City shall provide the Developer with a Project Cost Reimbursement Grant ("project grant") in the amount of $125,000 to reimburse eligible Project Costs incurred by the Developer. The project grant shall be payable after issuance of the Certificate of Occupancy and after the Development Services Director has reviewed and verified final project costs, which review shall not be unreasonably withheld or delayed. The project grant shall not be issued prior to September 1 of the subject year unless the Developer notifies the City by October 1 of the preceding year that project completion is expected between January 1 and August 31 of the subject year. City staff anticipate One Barrel Brewing will apply for the Experience De Pere Business Recruitment grant of $15,000 bringing the total project incentive to $140,000 or 15.5% of project.

Recommendation: Staff recommends approval of the term sheet, and if the Finance and Personnel Committee approves the proposed terms, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting.

Exhibit A: Project Renderings:






Jennifer's


ONE
BREWING BARREL COMPANY

City of De Pere, Wisconsin **9.K**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	City Clerk
From:	Carey Danen, City Clerk
Subject:	Resolution #26-59 Approving Lease Agreement with Complete Office of Wisconsin LLC (Photocopier City Hall 1st floor).
Recommendation:	Motion to approve.

Staff's recommendation to proceed with Complete Office of Wisconsin was unanimously approved by the Finance/Personnel Committee at its meeting on June 9, 2026.

Attachments:
Reso26-59, COW - IMC4510 quote bundle 5-21-26, Memo to Finance - Copier Lease for City Hall First Floor, Copy of CH F1 Copier Proposal Matrix - C4510, GF - Proposal IMC4510 - City of De Pere - 48month.Quarterly.HichCapFinisher - 052126, MSI - City of De Pere C4510

RESOLUTION #26-59

APPROVING LEASE AGREEMENT WITH COMPLETE OFFICE OF WISCONSIN LLC
(Photocopier City Hall 1st Floor)

WHEREAS, City Hall 1st Floor is in need of a new photocopier as its current lease is expiring; and

WHEREAS, quotes were obtained for a new 48-month lease, and Complete Office of Wisconsin LLC has available and offers to provide photocopier equipment at the most competitive pricing in accordance with the terms and conditions of the attached Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to execute the Agreement, Order Details and Customer Maintenance Contract as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2026.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/09/2026

AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
PAYMENT ADDRESS:
PO BOX 660831, DALLAS TX 75266-0831

GreatAmerica

AGREEMENT NO.: 3271480

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: De Pere, City Of — FEDERAL TAX ID #:

ADDRESS: 335 S Broadway — De Pere, WI 54115-2526

A/P CONTACT NAME: — A/P CONTACT EMAIL: — A/P CONTACT PHONE:

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Complete Office of WI — Germantown, WI

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES — ☐ SEE ATTACHED SCHEDULE

1 Ricoh IMC4510 Copier

EQUIPMENT LOCATION: As Stated Above (*PLUS TAX)

TERM IN MONTHS: 48 — QUARTERLY PAYMENT AMOUNT*: $712.59 — PURCHASE OPTION*: Fair Market Value

TERMS AND CONDITIONS

CONTRACT. THIS AGREEMENT IS IRREVOCABLE AND NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

NET AGREEMENT. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

(As Stated Above)	X		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

OWNER ("WE", "US", "OUR")

GreatAmerica Financial Services Corporation	X		
OWNER	SIGNATURE	PRINT NAME & TITLE	DATE

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X — NAME AND TITLE: — DATE:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of $125.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or thirty-nine dollars ($39.00); or 2) the highest lawful charge, if less.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

VENDOR SERVICES. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages. We may, at reasonable times and with prior notice, inspect the Equipment and any documents relating to its use, maintenance and repair.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us and to name us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, we may charge you an insurance fee, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, both of which may result in a profit to us. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. You will be in default hereunder if a) a payment becomes 10+ days past due; b) you become insolvent or there has been a material adverse change in your or any guarantor's financial, business or operating condition since commencement hereof; c) you made false or misleading representations to us herein or in another document; d) you have defaulted under any other agreement in effect between us and you; e) you, your owners, or your guarantors are or become listed on a U.S. or foreign government sanctions list or are subject to sanctions therefrom; or f) you otherwise breach this Agreement. In the event of your default, you waive notices of our intent to accelerate the payments, the acceleration of the payments and of the enforcement of our rights under this Agreement; and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted to present value at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders, requests for proposals (and any responses thereto) or any other bid documents. Any reference to a request for proposal or other bid document in this Agreement is solely for your administrative convenience and is not intended to incorporate any of the terms appearing in such document herein. If you issue a purchase order ("PO"), any additional or conflicting terms appearing in a PO shall not amend this Agreement. Upon request, we may reference the PO number on invoices (solely for administrative convenience). Any terms and conditions separately introduced as a part of your vendor onboarding or invoice payment process shall not amend this Agreement even if agreed to by us as a convenience to you, and you will reimburse us for any costs incurred by us as a result. Amounts payable under this Agreement may include a profit to us. The original hereof for perfection purposes, and the sole "authoritative copy" of the "record" evidencing "chattel paper" under the UCC, is the record hereof in our possession or controlled by us (or our assignee or custodian) as chattel paper under the UCC, bearing (i) the original or a copy of your manual signature (whether wet ink or electronic), and (ii) our original wet ink or electronic signature. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. Within 30 days after our request, you will deliver all requested information (including financial statements and tax returns) which we deem reasonably necessary to determine your then current financial condition. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You consent to receive communications, including calls, text messages, and emails related to this Agreement, which may be sent using automated systems. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

Complete Office
TECHNOLOGY SOLUTIONS

Complete Office of Wisconsin
Technology Solutions
Phone: 920-684-3671
Fax: 920-684-3699
Website: www.cowitechweb.com

Quote Date: 05/21/26 Sales Rep: 112 Elliot

Order Details

New Account: Account App Purchase Order Number

Bill To:	City of De Pere	Dept: Health	
Address:	335 S Broadway		
City:	De Pere	State: WI	Zip Code 54115
Contact:	Steve Massey		
Phone:	920-339-4072	Ext. 1255	
Email:	smassey@deperewi.gov		

Ship To:	Same	Dept:	
Address:			
City:		State:	Zip Code
Contact:	Same		
Phone:		Ext.	
Email:			

Quantity	Part Number	Description	ID #	Sub #	Serial Number	Price
1	419331	Ricoh IMC4510 (45 ppm color walkup)				$9,695.00
1	419374	LCIT PB3330 (3rd large capacity tray)				Included
1	423954	Finisher SR3340 (3,000 sheet)				Included
1	419381	Bridge Unit BU3100				Included
1	419438	Punch Unit PU3110 NA				Included
1	006428MIU	Surge Protector				Included
1	842526	Black Set Up Toner				Included
1	842527	Yellow Set Up Toner				Included
1	842528	Magenta Set Up Toner				Included
1	842529	Cyan Set Up Toner				Included

Lease Details

Lease: GA / Other — DLL
Payment Amount
Type: FMV — $1 Purchase Option
Term: 12 Months / 24 Months / 36 Months / 39 Months — 48 Months / 60 Months / 63 Months / Other

Purchase Details

Sub-Total	$9,695.00
Tax	Exempt
Shipping	Included
Total Investment	$9,695.00

Terms: Net 10 days, Invoice to follow

X Customer Signature Date
X Printed Name Date
Sales Rep Signature Date

Maintenance Details

Maintenance Program Requested: [x] Yes, with Supplies [ ] Yes, w/o Supplies [ ] Declined

Maintenance Billing Frequency

Base + Overage Contract*

Base Rates are billed in advance with overage billed when incurred.

[ ] Monthly [ ] Quarterly [ ] Yearly

Black Copies Included — Black Overage CPC
Color Copies Included — Color Overage CPC

Cost Per Copy Contract*

Billed Monthly ONLY

Black CPC rate 0.0055
Color CPC rate 0.0424
rates locked for 4 years per Elliot Shaw

* Minimum $25.00 monthly charge (per machine) applies to ALL contracts.

Delivery Information/Details

IT Contact Name: Phone: E-mail:
Computer Program: [ ] MAC [ ] Windows Windows OS:
Delivery Contact: Phone: E-mail:
Delivery Date: Delivery Time:
Machine Location: First Floor
Delivery Notes:

Trade-In / Pick-up Information

Make	Model	Serial Number	ID#

MFP SET TO ☐ BLACK ☐ AUTO COLOR ☐ COLOR

Acceptance of Delivery: Title: Date:

Complete Office
TECHNOLOGY SOLUTIONS

Complete Office of Wisconsin
Technology Solutions
Phone: 920-684-3671
Fax: 920-684-3699
Website: www.cowitechweb.com

Quote Date: 05/21/26 Sales Rep: 112 Elliot

Order Details

New Account: Account App Purchase Order Number

Bill To:	City of De Pere	Dept: Health	
Address:	335 S Broadway		
City:	De Pere	State: WI Zip Code	54115
Contact:	Steve Massey		
Phone:	920-339-4072	Ext.	1255
Email:	smassey@deperewi.gov		

Ship To:	Same	Dept:	
Address:			
City:		State:	Zip Code
Contact:	Same		
Phone:		Ext.	
Email:			

Quantity	Part Number	Description	ID #	Sub #	Serial Number	Price
1	419331	Ricoh IMC4510 (45 ppm color walkup)				Leased
1	419374	LCIT PB3330 (3rd large capacity tray)				Leased
1	423954	Finisher SR3340 (3,000 sheet)				Leased
1	419381	Bridge Unit BU3100				Leased
1	419438	Punch Unit PU3110 NA				Leased
1	006428MIU	Surge Protector				Leased
1	842526	Black Set Up Toner				Leased
1	842527	Yellow Set Up Toner				Leased
1	842528	Magenta Set Up Toner				Leased
1	842529	Cyan Set Up Toner				Leased

Lease Details

Lease: [x] GA [ ] Other [ ] DLL

Payment Amount: $712.59 (quarterly)

Type: [x] FMV [ ] $1 Purchase Option

Term:

[ ]	12 Months	[x]	48 Months
[ ]	24 Months	[ ]	60 Months
[ ]	36 Months	[ ]	63 Months
[ ]	39 Months	[ ]	Other

Purchase Details

Sub-Total: Leased
Tax: Exempt
Shipping: Included
Total Investment: See Lease Payment Info To Left
Terms: Net 10 days, Invoice to follow

Customer Signature Date

Printed Name Date

Sales Rep Signature Date

Maintenance Details

Maintenance Program Requested: [x] Yes, with Supplies [ ] Yes, w/o Supplies [ ] Declined

Maintenance Billing Frequency

Base + Overage Contract*

Base Rates are billed in advance with overage billed when incurred.

[ ] Monthly [ ] Quarterly [ ] Yearly

Black Copies Included Black Overage CPC

Color Copies Included Color Overage CPC

Cost Per Copy Contract*

Billed Monthly ONLY

Black CPC rate 0.0055
Color CPC rate 0.0424
rates locked for 4 years per Elliot Shaw

* Minimum $25.00 monthly charge (per machine) applies to ALL contracts.

Delivery Information/Details

IT Contact Name: **Phone:** **E-mail:**

Computer Program: [ ] MAC [ ] Windows **Windows OS:**

Delivery Contact: **Phone:** **E-mail:**

Delivery Date: **Delivery Time:**

Machine Location: First Floor

Delivery Notes:

Trade-In / Pick-up Information

Make	Model	Serial Number	ID#

MFP SET TO [ ] BLACK [ ] AUTO COLOR [ ] COLOR

Acceptance of Delivery: Title: Date:

Complete Office of Wisconsin | Complete Office Technology Solutions

N115W18500 Edison Dr
Germantown, WI 53022
www.badgerofficecity.com

P: (920) 684-3671
TFP: (800) 783-3671
F: (920) 684-3699

Location: First Floor, IMC4510

Customer Maintenance Contract Agreement

This agreement ("Agreement") made 5/21/2026 by and between City of De Pere (**Customer**), having a principal place of business at 335 S Broadway, De Pere, WI 54115 and Badger Office City ("Provider"), sets forth the terms and conditions under which Provider agrees to provide specified maintenance services for Customer under the terms of this Agreement.

WHEREAS, **Customer** desires to obtain maintenance services ("Services") from Provider; and

WHEREAS, Provider desires to be a supplier of Services to **Customer;** and

WHEREAS, both **Customer** and Provider desire a mutually beneficial relationship between the companies regarding such Services.

NOW, THEREFORE, in consideration of the mutual promises made herein, **Customer** and Provider agree as follows:

1. ***TERM.*** This Agreement shall be effective as of the date stated in the opening paragraph and shall continue in effect for 1 year(s) (the "Term") until terminated by either party in accordance with the termination provisions in Section 6. In the event of any conflict or inconsistency between the provisions of this Agreement and the General Terms and Conditions, the parties hereto agree that the provisions of this Section 1 on Term and Section 6 on termination shall govern and control.

2. ***RENEWAL.*** At the end of the Term, this Agreement shall automatically be extended for successive one (1) year periods ("Renewal Terms") unless either party gives at least sixty (60) days prior written notice of its intention to terminate the Agreement. Rates are subject to change at the date of the Renewal.

3. ***RESPONSIBILITIES OF CUSTOMER.*** Customer shall provide Provider with full access and availability to the Equipment to perform Services. Customer shall also provide adequate working space and facilities, including heat, light, ventilation, electric current, outlets and the like for use by Provider personnel in providing Services. All such space and facilities shall be within a reasonable distance of the Equipment to be serviced and shall be provided at Customer's expense. Customer is responsible to remove, or implement other safeguards to protect all programming, programs, data, removable storage media, documentation, supplies and all options, alterations and attachments before any Equipment is presented for Service.

4. ***INCLUDED IN THIS AGREEMENT IS.*** Parts, labor, toner, travel time, drums, & developer under normal machine wear/use and @ Remote*.

a. **Excess toner charge.** Applicable toner will be provided based on the manufacturer's current estimated yield (copies/prints) per bottle/cartridge. Any deviation from this yield may result in an additional charge and will be invoiced to the customer at the then current published company price for toner. Consumable prices subject to change without notice.

Yield per bottle/cartridge: Black 42,000 Cyan 28,000 Yellow 28,000 Magenta 28,000

Initial Here: X

5. ***EXCLUSIONS FROM SERVICE.*** Provider will not be responsible for providing Services for damaged or failing Equipment if the damage or failure is caused by:

a. Paper, staples, professional services*, repairs due to the misuse/damage of the machine, and any repair that results in an insurance claim.
b. **Customer's** failure to continually maintain a suitable environment prescribed by the applicable manufacturer;
c. Accidents, Acts of God, disaster, transportation, vandalism, negligence, misuse or abuse;
d. All items considered consumables by manufacturer.
e. Any items broken due to physical abuse.
f. Any cracked plastics or cosmetics.
g. Service of the Equipment by anyone other than Provider.
h. Customer's inadequate use, or failure to use supplies.
i. Other than normal wear or use beyond the normal or engineered life cycle of the Equipment, or Provider's inability to maintain the Equipment in good operating condition using standard field replaceable parts and accessories

* ***Professional services fees*** *include, but are not limited to the retraining of operators, software updates, firmware*

updates, installing print drivers, programming of templates, department codes, scan paths and address books. Upgrades/changes made by the customer to their computers, network operating systems or solution providers that result in the dispatch of a service technician to your location may result in Professional Service Fee charges. Should a dealer technician arrive on site to diagnose a copier related network/print/fax/scan problem, and that technician determines that he can successfully print/fax/scan to the copier with a crossover cable connected directly to his laptop, thereby eliminating the local network, further Professional Services may be billable. Professional Services fees are billed at a minimum of $105.00 and at $105.00 /hr thereafter.

6. ***TERMINATION.***

(A.) ***NORMAL TERMINATION***. Either party may terminate this Agreement after the Initial Term by providing sixty (60) days prior written notice. Termination pursuant to this clause shall not relieve the parties of their mutual responsibilities and obligations under Services being performed under any active Purchase Orders unless and to the extent that such Services are terminated by mutual agreement. If a new machine is purchased from another vendor, it is the **Customer's** responsibility to ensure Badger Office City has the final meter reading for the machine to do the final billing. If this is not given to Badger Office City, the final meter reading will be estimated according to past usage, and any service, parts, and/or supplies installed since the expiration of the previous contract will be billed to the **Customer's** account and any uninstalled supplies provided under the maintenance contract will need to be returned to Badger Office City.

(B.) ***TERMINATION FOR DEFAULT.*** Either party may terminate this Agreement if the other party breaches or is in default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within the thirty (30) days after notice of such default (or such additional cure period as the non-defaulting party may authorize.)

(C.) ***ACTS OF INSOLVENCY OR BANKRUPTCY.*** Either party may terminate this Agreement by written notice to the other party and may regard the other party as in default of this Agreement, if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidates, voluntarily or otherwise. In the event that any of the above events occur, the party so affected shall provide ten (10) days prior written notice to the other party of such occurrences.

(D.) ***RESOLUTION OF CONFLICTS BETWEEN THIS AGREEMENT AND GENERAL TERMS AND CONDITIONS.*** In the event of any conflict or inconsistency between the provisions of this Agreement and the General Terms and Conditions, the parties hereto agree that the provisions of Section 1 on Term and this Section 6 on termination shall govern and control.

7. ***GENERAL.*** This Agreement shall be governed by the laws of the State of Wisconsin. This Agreement may not be modified or changed except by a writing signed by an authorized representative of each party. Except as expressly permitted herein, neither this agreement nor any of each party's rights herein may be transferred or assigned without the other party's express written consent. This Agreement shall be binding upon and inure to the benefit of each party, its permitted successors and assigns. No delay in notice of a party's default hereunder or in exercising any right permitted herein or under law shall constitute a waiver by the other party. No waiver of any provision or right herein shall constitute a waiver of any other provision or right in the future. Customer's service or purchase requisitions or purchase orders provided to Provider will be subject to and controlled by this Agreement, including the terms and conditions, if any, contained in any Customer service or purchase requisition or purchase order.

8. ***SOLE AND ENTIRE AGREEMENT.*** It is further agreed that, together with the General Terms and Conditions, this Agreement constitutes the complete and entire agreement of the parties with respect to the Services to be provided hereunder and supersedes and oral or written communication, prior agreement or understanding, proposal, advertisement or representation with respect to its subject matter.

9. ***MAINTENANCE CONTRACT RATE.*** The maintenance contract rate is attached under Schedule A.

Initial Here

10. ***SUBSTITUTION OF PERFORMANCE.*** Customer agrees that (i) Provider may assign or transfer its rights and obligations under this Agreement to another provider.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year first above written.

CUSTOMER AUTHORIZATION OF EQUIPMENT MAINTENANCE AGREEMENT

By: (Authorized Signature) Date

Printed Name Title

APPROVED BY COMPLETE OFFICE OF WISCONSIN

Jon P Axe

By: (Authorized Signature) Date

Complete Office of Wisconsin | Complete Office TECHNOLOGY SOLUTIONS
N115W18500 Edison Dr
Germantown, WI 53022
www.badgerofficecity.com
P: (920) 684-3671
TFP: (800) 684-3671
F: (920) 684-3699

Location: First Floor, IMC4510

SCHEDULE A

Our services provide you with:
* Emergency service calls during **regular** business hours.
* Factory trained technicians to give quality service.
* Quick & effective service.

Customer Name: *City of De Pere*
Customer Address: *335 S Broadway*
City: *De Pere* State: *WI* Zip Code: *54115*

Machine ID # TBD
Model # IMC4510 Serial # TBD

Initial Contract Period: Intall Date to 4 Years After

Meter Type	Copies Included	Base Charge	Copy Overage	Billing Frequency
Black	0	$0.00	$0.00550	Monthly
Color	0	$0.00	$0.04240	Monthly

* Minimum $25.00 monthly charge (per machine) applies to ALL contracts.

Please enter the current meter reading(s) below

Meter Type	Current Meter(s)
Black	0
Color	0

Obtaining Meter Readings: Please indicate how you would like Badger Office City to obtain the meter readings for your machine based on the billing frequency chosen. Select option A or B and complete.

X **A) Remote Tracking Software:** The machine MUST be connected to the network for this option. This is a value added service, which will allow for meter readings and software updates, if necessary. By choosing this option for the meter read plan, you are authorizing Badger Office City to set up a remote tracking device and meter reading system on your (the customer's) product.

Contact Name _____
Contact Phone _____
Contact E-mail _____

_____ **B) Non-Networked Machine**

Contact Name _____
E-mail Reminder _____

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Members of the Finance/Personnel Committee
From: Carey Danen, Clerk
Steve Massey, IT Director
Date: June 1, 2026
RE: **Copier Lease for City Hall First Floor**

The current lease for the City Hall first-floor coper expires in June. Three quotes were obtained for a new 48-month lease. The quoted quarterly lease totals, including estimated print costs, are as follows:

Vendor	**Total Per Quarter**
Complete Office of Wisconsin	$988
Gordon Flesch	$1,043
Metro Sales Inc.	$1,122

A spreadsheet summarizing the vendor quotes in more detail is attached, along with the individual proposals.

Staff recommends signing a 4-year copier lease with Complete Office of Wisconsin because they offer the most competitive pricing and currently provide the lease for the copiers at City Hall (second floor), the Community Center, Fire Station 1, and the Municipal Services Center.

				Proposed Lease	
Vendor	Proposed Device	Avg. Prints B/W Qtr.	Avg. Prints Color Qtr.	Cost B/W	Cost Color
Complete Office of Wisconsin	Ricoh IM C4510	23,754	3,405	0.0055	0.0424
Gorden Flesch	Ricoh IM C4510	23,754	3,405	0.0045	0.045
Metro Sales Inc.	Ricoh IM C4510	23,754	3,405	0.0069	0.039

Estimated Print Cost Qtr.	Proposed Lease Qtr.	Total Qtr.	One Time Fees	4 Year TCO
$275	$713	$988	$125	$15,927
$260	$783	$1,043	$0	$16,690
$297	$825	$1,122	$0	$17,945

DE PERE CITY HALL

Proposed Solution

Prepared by

Tyler Nugent

05/20/2026

REVISED - 05.21.26

48 month lease
Quarterly payment
High capacity staple finisher (3,000 sheet)



GORDON FLESCH COMPANY

GORDON FLESCH COMPANY

Letter of Introduction

We appreciate your interest in partnering with Gordon Flesch Company (GFC). It is our passion to empower your people through technology to meet and exceed your goals and objectives, while providing you with the highest level of customer service.

GFC will assess your current technology objectives and develop strategies to decrease costs and increase efficiencies. This approach emphasizes the importance of aligning your technology investments with your business goals. Working in a systematic, phased approach, we will close the gap between where you are today to where you would like to be. This process can also include right-sizing your fleet, removing inefficient devices, current invoice/contract analysis, technology enhancements, process optimization and total cost of ownership considerations.

We are an independent, privately-owned technology solutions provider **with over 69 years of experience.** We are not limited to any one manufacturer nor restricted to that manufacturer's solution offerings. Our independence allows us to develop solutions that are customized to your needs. We look forward to building upon this partnership and implementing reliable solutions for your company, ensuring the success of our solutions with our unmatched service and support.

Please do not hesitate to contact me if you have any questions or desire any additional information.

Sincerely,

Tyler Nugent
Account Executive
o: (920) 757-2703
tnugent@gflesch.com

Information herein is proprietary and confidential and shall not be used or disclosed without prior written consent of the Gordon Flesch Co.

GORDON FLESCH COMPANY

Your Local Partner

- Headquarters in Madison, WI
- 29 offices throughout the Midwest
- Live and work in the communities we serve

Wisconsin - Madison (2), Milwaukee (2) and Appleton

Illinois - Geneva, Chicago, Lake Zurich, Rockford and Woodstock

Indiana – Indianapolis, Columbus and Terre Haute

Iowa – Cedar Falls, Cedar Rapids, Davenport, Dubuque, Fairfield, Fort Dodge, Mason City and Spencer

Ohio – Columbus, Chillicothe, Findlay, Lancaster, Mansfield, Newark and Wooster

South Dakota – Sioux Falls



Technology Solutions Provider

One Vendor

From multi-function and single-function output devices to Managed Voice Services, Managed IT Services and Onsite Services, we simply make it easy do business with GFC. **We worry about Print, Voice and IT so you don't have to!**

In-House Leasing

GFC Leasing was formed to provide a personalized, flexible way for our clients to lease business equipment and services. We offer flexible terms and straightforward end-of lease options and best of all, GFC Leasing will hold the lease for the duration of the contract.

- Flexible leasing terms and no end of term surprises
- Change equipment as business needs change
- Dedicated and personalized team of experts
- Stay up-to-date with the latest technology
- True "Technology as a Service" solutions

Our Products and Services

- MANAGED PRINT SOLUTIONS
- MANAGED VOICE SERVICES
- MANAGED IT SERVICES
- OUTPUT MANAGEMENT SOLUTIONS
- ONSITE SERVICES

Information herein is proprietary and confidential and shall not be used or disclosed without prior written consent of the Gordon Flesch Co.

Managed Print Services

GFC can remove the stress of updating, maintaining or repairing your printers so your team can get back to doing what they do best. An imageCARE+ MPS program is designed to:

- Improve print workflow efficiency and security
- Optimize the placement and number of print devices on the network
- Improve supply management and reduce supply waste
- Improve decisions making with clear, informative Business Reviews using PowerBI
- Include powerful data-driven analytics



Managed IT Services

Our **Managed IT** Services team helps clients strategically align technology with their organizational and business goals, empowering them to operate more effectively, efficiently and securely. Our experienced consultants will provide risk analysis, cutting-edge tools and expertise to guard your business against the threat of a cyberattack. When you partner with GFC, you work with a dedicated ***Virtual CIO (vCIO)*** who serves as your trusted advisor to strategically address your technology challenges. Our Managed IT team will minimize downtime and keep your business hardware and software running at peak efficiency.



Managed Voice Services

Free your employees to work from anywhere with Elevate, the cloud-based business communications platform that goes wherever you go.

- Business Phones
- Desktop App
- Mobile Devices
- Video Conferencing
- Team Chat
- File Management



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Ongoing Service, Support and Security

GFC Service

The GFC name is synonymous with customer service. We do not have a “fix it and run” mentality.

- 178 Service Professionals
- 17.9 Years Tenure
- First Call Effectiveness



GFC Support

Since 1997, the Technology and Logistics Center (TLC) has been a key component of our customer service offering. Based out of our Wisconsin facility. The TLC is a modern laboratory equipped with a representative array of our hardware and software solutions.



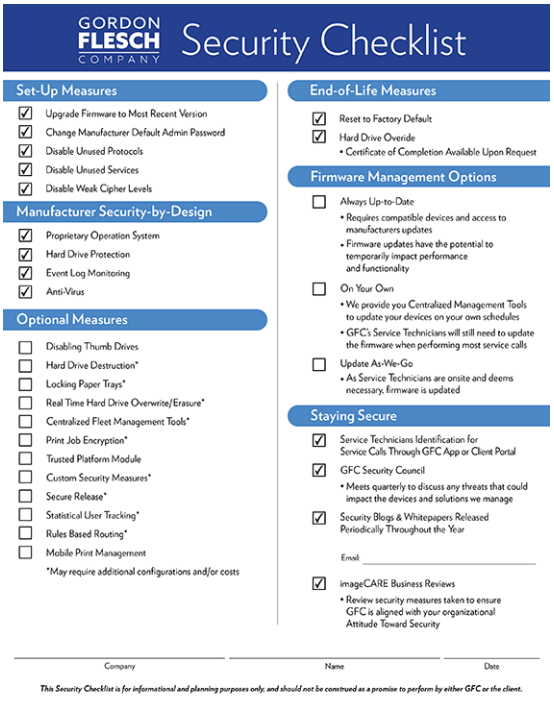
The center is staffed with trained Systems Engineers each specialized in computer operating systems, print graphics, color correction and data capture. Their combined expertise covers our complete product and solution suite; ensuring you will receive qualified dedicated support when you need it.

With over 40,000 annual calls to the TLC, 98.6% are answered live by a System Engineer and resolved during the first 24 hours.

GFC Security

No matter the size of your business, a Print Security Strategy is critical to every organization. The security experts at GFC can keep you on the right course by conducting an initial security assessment of your print environment and working with you to determine the most practical plan of action. Some of the action items include:

- Perform Configuration Compliance Check
- Create Custom Security Settings
- Hard Drive Encryption
- Hard Drive Erasure
- Trusted Platform Module
- Output Management Software
- Device Management Tools
- Print Job Encryption



GORDON FLESCH COMPANY Security Checklist

Set-Up Measures

- ☑ Upgrade Firmware to Most Recent Version
- ☑ Change Manufacturer Default Admin Password
- ☑ Disable Unused Protocols
- ☑ Disable Unused Services
- ☑ Disable Weak Cipher Levels

Manufacturer Security-by-Design

- ☑ Proprietary Operation System
- ☑ Hard Drive Protection
- ☑ Event Log Monitoring
- ☑ Anti-Virus

Optional Measures

- ☐ Disabling Thumb Drives
- ☐ Hard Drive Destruction*
- ☐ Locking Paper Trays*
- ☐ Real Time Hard Drive Overwrite/Erasure*
- ☐ Centralized Fleet Management Tools*
- ☐ Print Job Encryption*
- ☐ Trusted Platform Module
- ☐ Custom Security Measures*
- ☐ Secure Release*
- ☐ Statistical User Tracking*
- ☐ Rules Based Routing*
- ☐ Mobile Print Management

*May require additional configurations and/or costs

End-of-Life Measures

- ☑ Reset to Factory Default
- ☑ Hard Drive Overide
  - Certificate of Completion Available Upon Request

Firmware Management Options

- ☐ Always Up-to-Date
  - Requires compatible devices and access to manufacturers updates
  - Firmware updates have the potential to temporarily impact performance and functionality
- ☐ On Your Own
  - We provide you Centralized Management Tools to update your devices on your own schedules
  - GFC's Service Technicians will still need to update the firmware when performing most service calls
- ☐ Update As-We-Go
  - As Service Technicians are onsite and deems necessary, firmware is updated

Staying Secure

- ☑ Service Technicians Identification for Service Calls Through GFC App or Client Portal
- ☑ GFC Security Council
  - Meets quarterly to discuss any threats that could impact the devices and solutions we manage
- ☑ Security Blogs & Whitepapers Released Periodically Throughout the Year

Email _____

- ☑ imageCARE Business Reviews
  - Review security measures taken to ensure GFC is aligned with your organizational Attitude Toward Security

Company _____ Name _____ Date _____

This Security Checklist is for informational and planning purposes only, and should not be construed as a promise to perform by either GFC or the client.

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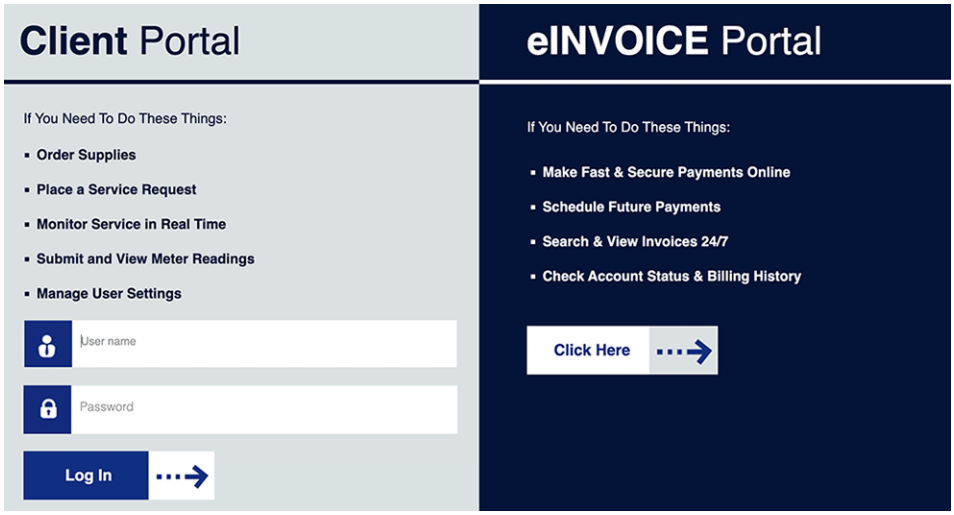
GFC Client Portal and eInvoice Pay Portal

The **GFC Client Portal** places important technology data at your fingertips. This online portal allows you to do the following:

- Access to account information
- Place a service request
- Monitor service in real time
- View service history
- Order supplies
- Make payments and monitor status
- Manage MFP fleets
- Submit and view meter readings
- View equipment information
- Manage user settings
- Set admin permissions
- QR access from printer

While the **eInvoice Pay Portal** is a simple way to manage your account and pay invoices faster. Within the portal you can pay your GFC bills online, review payment history and easily manage your preferred payment method.



myGFC App

The **myGFC** app makes it easy to manage your business technology needs. Some of the features include:

- Schedule and track a service call
- See what technician is assigned to your service call
- Rate the quality of the service after its completed
- Constant communication with the GFC support team

Download the **myGFC** app from the App Store



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GORDON FLESCH COMPANY

Award Winning Industry Leader

2025 Ricoh ProVision Dealer Partner
2024 Canon Top Dollar Volume Award 10 Consecutive Years
2024 Canon Advanced Partner Program
2024 Lexmark Largest Independent Dealer Award
2023 Lexmark Advisory Council Dealer
2024 EFI Platinum Partner
2024 ENX Magazine Elite Dealer
2023 Intermedia Champions Dealer Program, Platinum Status

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GORDON FLESCH COMPANY



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Discovery Research

What You Told Us

- Current lease for a Ricoh IM C6000 is coming to term and the City is looking to upgrade/replace it.
- No need for fax as the City moved to an eFAX solution.
- Configured with a high capacity paper tray, staple finisher and hole punch.
- Would like to see the 60 ppm and 45 ppm pricing options.

Information herein is proprietary and confidential and shall not be used or disclosed without prior written consent of the Gordon Flesch Co.

GFC Recommended Solution

45 pages per minute option

Ricoh IM C4510

REVISED - 48 month, quarterly pmt, high capacity staple finisher

Machine Features



- **45 Images Per Minute - Black & Color**
- Energy Star & EPEAT Gold Certified
- First Out Time: As fast as 3.2 Seconds
- **(2) 550 Sheet Standard Paper Drawers**
  - Up to 12? x 18" Size Paper and 16 lb. to 80 lb. Bond (300gsm)
- 100 Sheet Stack Bypass (up to 11" x 49.6")
- **10.1" Android Smart Operation Panel Touch Screen**
- With Always Current Technology & Smart Scalability
- Multiple Screen Configurations (Including Classic UI)
- **220 Sheet Single Pass Duplexing Document Feeder (up to 300 ipm)**
- Advanced Color Network Scanning Features:
- Network Color Scanning to File Folder, E-mail, & FTP
- Scan as PDF Compact - Decreases File Size of Color Scans
- Scan to USB & SD Drive
- Blank-page Removal
- Scan to Application (Scan & Copy, Basic Scan-to-SharePoint/O365/Docuware, ID Card Scanning, etc?)
- Network Printing - PCL & Post Script
- Secure Print Via Document Server (Mailbox) and Print Driver
- Mobile Device Printing (thru Smart Device Connector App)
- Apple AirPrint
- Direct Print via USB & SD Drive
- 4GB Standard RAM + 256GB SSD
- 1,200 x 1,200 dpi Resolution
- Intelligent Support - How-to-Videos, Remote Panel Support, Automatic Remote Firmware Updates (if desired)
- Enhanced Security Features: Data Overwrite Security Systems (DOSS), Digital Signature Authorization, HDD Encryption,
- & Device Firewall between Smart Operation Panel and Device HDD.
- **Bridge Unit BU3100**
- **Finisher SR3340 (3000 sheet)**
- **LCIT PB3330 (high capacity paper tray)**
- **Punch Unit PU3080 NA**

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GORDON FLESCH COMPANY

GFC Solution Investment

Qty	Manufacturer	Model	Description
1	Ricoh	IM C4510	IM C4510 (45 pages per minute)
			LCIT PB3330
			Bridge Unit BU3100
			Finisher SR3340 (3000 sheet)
			Punch Unit PU3080 NA

imageCARE Agreement

Black images billed at **$0.0045**

Color images billed at **$0.045**

The imageCARE Agreement includes toner, all parts, all labor, travel time, technical updates, preventative maintenance, access to the GFC Help Desk for remote resolution, and firmware updates through GFC's Quality Assurance Program. GFC's imageCARE also provides an automatic meter reading application and 24/7 access to your private customer portal with information and tools. Network connected installations include the services of a Digital Support Specialist to manage system integration and training. Delivery, installation and start-up supplies is included. *Pricing does not include sales tax.*

	48 Month
Monthly Lease Investment - QUARTERLY payment	$783.00

Network Consultation, Installation and Support

Network connected installations include the services of a Digital Support Specialist to manage system integration, training & unlimited access to our Technology and Logistics Center (TLC).

Delivery, equipment installation, start-up supplies and training included.

Pricing does not include applicable sales tax. Pricing valid for 30 days. **05/20/2026**

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GFC Recommended Solution

60 pages per minute option

Ricoh IM C6010

REVISED - 48 month, quarterly pmt, high capacity staple finisher

Machine Features

- **60 Images Per Minute - Black & Color**
- Energy Star & EPEAT Gold Certified
- First Out Time: As fast as 2.4 Seconds
- **(2) 550 Sheet Standard Paper Drawers**
  - Up to 12? x 18" Size Paper and 16 lb. to 80 lb. Bond (300gsm)
- 100 Sheet Stack Bypass (up to 11" x 49.6")
- 10.1" Android Smart Operation Panel Touch Screen
- With Always Current Technology & Smart Scalability
- Multiple Screen Configurations (Including Classic UI)
- **220 Sheet Single Pass Duplexing Document Feeder (up to 300 ipm)**
- Advanced Color Network Scanning Features:
- Network Color Scanning to File Folder, E-mail, & FTP
- Scan as PDF Compact - Decreases File Size of Color Scans
- Scan to USB & SD Drive
- Blank-page Removal
- Scan to Application (Scan & Copy, Basic Scan-to-SharePoint/O365/Docuware, ID Card Scanning, etc?)
- Network Printing - PCL & Post Script
- Secure Print Via Document Server (Mailbox) and Print Driver
- Mobile Device Printing (thru Smart Device Connector App)
- Apple AirPrint
- Direct Print via USB & SD Drive
- 4GB Standard RAM + 256GB SSD
- 1,200 x 1,200 dpi Resolution
- Intelligent Support - How-to-Videos, Remote Panel Support, Automatic Remote Firmware Updates (if desired)
- Enhanced Security Features: Data Overwrite Security Systems (DOSS), Digital Signature Authorization, HDD Encryption,
- & Device Firewall between Smart Operation Panel and Device HDD.
- **Bridge Unit BU3100**
- **Finisher SR3340 (3000 sheet)**
- **LCIT PB3330 (high capacity paper tray)**
- **Punch Unit PU3080 NA**



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GORDON FLESCH COMPANY

GFC Solution Investment

Qty	Manufacturer	Model	Description
1	Ricoh	IM C6010	IM C6010 (60 pages per minute)
			Punch Unit PU3080 NA
			Finisher SR3340 (3000 sheet)
			LCIT PB3330
			Bridge Unit BU3100

imageCARE Agreement

Black images billed at **$0.0045**

Color images billed at **$0.045**

The imageCARE Agreement includes toner, all parts, all labor, travel time, technical updates, preventative maintenance, access to the GFC Help Desk for remote resolution, and firmware updates through GFC's Quality Assurance Program. GFC's imageCARE also provides an automatic meter reading application and 24/7 access to your private customer portal with information and tools. Network connected installations include the services of a Digital Support Specialist to manage system integration and training. Delivery, installation and start-up supplies is included. *Pricing does not include sales tax.*

	48 Month
Monthly Lease Investment - QUARTERLY payment	$936.67

Network Consultation, Installation and Support

Network connected installations include the services of a Digital Support Specialist to manage system integration, training & unlimited access to our Technology and Logistics Center (TLC).

Delivery, equipment installation, start-up supplies and training included.

Pricing does not include applicable sales tax. Pricing valid for 30 days. **05/20/2026**

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METRO SALES INC

City Of De Pere

May 22, 2026

Mitchell Zambon

Metro Sales Inc.
1245 W Main Ave
De Pere, WI 54115

(920) 332-3313
mzambon@metrosales.com



Managed IT



Office Imaging Equipment



Workflow Automation



Managed Print Services



Print Services



Document Scanning

Ricoh IMC4510-RS



The Ricoh IM C4510 is an A3 color multifunction device with the ability to print, copy, scan, and fax. This innovative new design accommodates hybrid working offices with Android OS 10 for enhanced security and usability. Cloud software solutions are readily available and easy to integrate with existing IT infrastructure, allowing users to enhance the capabilities of their print device. Users may also securely connect mobile devices to carry out tasks from a phone or tablet. The printer easily handles high volumes of special paper and card types. Multiple professional finishing options are available.

Features

- Up to 45 ppm in monochrome or color
- Up to 1200 X 1200 dpi resolution ensures detailed and high-quality prints
- Easily manage tasks with the 10.1-inch third generation smart operation panel
- Standard connectivity: standard Ethernet 10 base-T/100 base-TX/1000 base-T, USB Host I/F Type A, USB Device I/F Type B
- 220-sheet single pass document feeder for effortless two-sided prints
- Base model dimensions: 23W X 28D X 38H inches

Included Accessories

- Bridge Unit BU3100
- Finisher SR3340 (3000 sheet)
- LCIT PB3330
- Punch Unit PU3110 NA
- Toner Bottle Lock Type M52

Proposed Solution

Qty	Manufacturer	Model	Description
1	Ricoh	IMC4510-RS	IM C4510
			Bridge Unit BU3100
			Finisher SR3340 (3000 sheet)
			Punch Unit PU3110 NA
			LCIT PB3330
			Toner Bottle Lock Type M52

Service Agreement

	B/W Images		Color Images	
	Volume	Overage	Volume	Overage
Bundled				
IMC4510-RS	7,000	0.00690	1,000	0.03900

	48 Month
Monthly Lease Investment	$274.96
Monthly Click Allowance (7,000 B/W, 1,000 Color)	$87.30

Rates Locked for 48 months

Outright Purchase Price	
Service Agreement billed Quarterly	$261.90 + overages

Service Plan Term

- MSI full service and supply agreement includes:
  - All service, preventive maintenance calls, parts and labor
  - EKM Insights (no cost) included for auto meters and auto toner shipment
  - No charge for standard toner freight
  - No charge for telephone help desk support
- 0-4 Hour Onsite Service Response Time Guarantee
- Local Certified Training/Metro full parts inventory/Company owned service vehicles

Notes

- Delivery, Installation and Training included
- Quarterly business reviews included

Thank you
for partnering with

MSI
METRO SALES INC

City of De Pere, Wisconsin **9.L**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Finance
From:	Pamela Manley, Finance Director
Subject:	Resolution #26-60 Authorizing Brown County Intergovernmental 2026-2027 Property Tax Bill Agreement (Tax Bill Preparation, with Mailing Option).
Recommendation:	Motion to Approve the agreement, with staff recommendation of Option A-County mails tax bills for municipality.

Due to an oversight, this agreement was not included in the June 9th Finance/Personnel agenda. With a request by Brown County to return the signed agreement by June 30, 2026, we ask that this agreement be reviewed and approved directly by Council.

This annual agreement is consistent with prior year agreements except for the following differences:

- Term #2-The date for payment was moved from February 27 to January 11. The County invoices the City for the $1,500, and we will pay them upon receipt of the invoice.
- As part of Option A, the payment date for reimbursing the County the postage costs moved up from January 31 to January 11. We will pay the County upon receipt of an invoice.

Attachments:
Reso26-60, 23 City of De Pere - Brown County Property Tax Bill Agreement 2026-2027

RESOLUTION #26-60

AUTHORIZING BROWN COUNTY INTERGOVERNMENTAL
2026-2027 PROPERTY TAX BILL AGREEMENT
(Tax Bill Preparation, with Mailing Option)

WHEREAS, Wis. Stat. § 66.0301 authorizes Wisconsin counties to enter into Intergovernmental Agreements with other Wisconsin municipalities; and

WHEREAS, the City and Brown County have entered into past agreements regarding property tax bills and collection services, as well as other cooperative services; and

WHEREAS, Brown County has presented City with the attached 2026-2027 Intergovernmental Agreement for the preparation of City's tax bills, specifying the first installment payment, second installment payment and/or full payment of real property taxes, along with special charges and special assessments, and requiring a $1,500.00 fee per year contribution for the cost of tax collection software, as well the option for Brown County to invoice the City for the actual costs incurred by Brown County for mailing bills to taxpayers; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee, which recommends approval thereof, including the selection of Option A, requesting that Brown County mail the tax bills to taxpayers and invoice the City for the actual postage costs incurred before January 11, 2027.

NOW, THEREFORE, BE IT RESOLVED THAT:

> The City Manager is authorized and directed to enter into the Brown County Intergovernmental 2026-2027 Property Tax Bill Agreement (Tax Bill Preparation, with Mailing Option), including the selection of "Option A - County Mails Tax Bills for Municipality."

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 16th day of June, 2026.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

BROWN COUNTY INTERGOVERNMENTAL 2026-2027 PROPERTY TAX BILL AGREEMENT (TAX BILL PREPARATION, WITH MAILING OPTION)

This Agreement is entered into by and between **the County of Brown ('County')**, a body corporate as that term is used in Wis. Stat. § 59.01, and the **City of De Pere ('Municipality')**. This Agreement is made pursuant to Wis. Stat. § 66.0301, which allows a Wisconsin County to enter into Intergovernmental Agreements with other Wisconsin Municipalities.

Municipality desires for County to **prepare** (and, **depending on the Mailing Option selected on Page 2**, **to mail)** its **Real Property Tax Bills** on its behalf, and the County agrees to perform said Services, pursuant to the terms and conditions specified below.

1. The term of this Agreement is from the date the last signature on this Agreement is obtained to February 28 of 2027.

2. Municipality's Clerk shall provide all **approved** 2026 tax rates to the Brown County Treasurer's Office by November 30, 2026, and on or before January 11, 2027 Municipality shall pay County **$1,500 per year** to contribute to the cost of tax collection software.

3. County, via the Brown County Treasurer Office, shall prepare appropriate tax bills for Municipality, specifying the first installment payment, second installment payment and/or full payment of Real Property Taxes along with Special Charges and Special Assessments to be due on or before January 31st, 2027. Tax bill preparation includes providing forms, printing, folding, sealing, presorting, and mailing the tax bills on or before December 9, 2026.

4. **County shall not provide First Installment Property Tax Collection Services.** Municipality shall collect Real Property Taxes (including Special Charges and Special Assessments) per Wis. Stats. § 74.11(6). **County Treasurer shall collect Second Installment and Delinquent Real Property Taxes** per Wis. Stat. Sec. 74.11(6)(b).

5. On or before January 15, 2027, Municipality shall settle with County for all collections received *prior to* January 1, 2027, including collections for Special Assessments, Special Charges, and Special Taxes, and for General Property Taxes, and Municipality shall pay all taxing districts their proportionate share of levies collected per Wis. Stats. § 74.23.

6. On or before February 20, 2027, Municipality shall settle with County for all collections received *on or after* January 1, 2027, and *on or before* February 5 2027, including collections for Special Assessments, Special Charges, and Special Taxes, and for General Property Taxes, and Municipality shall pay all taxing districts their proportionate share of levies collected per Wis. Stats. § 74.25.

7. If changes in state law occur during the course of this Agreement which substantially affect the obligations of the County or Municipality under this Agreement, such as a change to Property Tax Preparation and/or Billing requirements, then either County or Municipality may elect to terminate this Agreement by providing the other with thirty days prior written notice on or before October 2, 2026. Any material violation of the terms and conditions of this Agreement shall be grounds for termination upon ninety days written notice.

8. **Mailing Option** (Municipality shall select **one Option** by **checking one of the below boxes**):

   [X] OPTION A – COUNTY MAILS TAX BILLS FOR MUNICIPALITY

   County shall mail tax bills to taxpayers on behalf of Municipality, and County shall invoice Municipality for actual postage costs incurred due to mailing tax bills to taxpayers, which shall be paid by Municipality on or before January 11, 2027. Municipality Payment to County: **$0.00 per Property Tax Bill prepared plus Actual Postage Costs based on Number of Bills mailed.**

   [ ] OPTION B – MUNICIPALITY MAILS ITS OWN TAX BILLS

   Municipality shall mail its own tax bills to taxpayers at Municipality expense. County shall notify Municipality once tax bills are prepared, and Municipality shall pick up printed tax bills at the Brown County Treasurer Office.

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement, that they shall be bound by the terms and conditions of this Agreement, and that they have authority to enter into this Agreement on behalf of their respective Municipality or County.

City of De Pere	**County of Brown**	**Brown County Treasurer's Office**
Name of Municipality	Name of County	Name of County Department
	Troy Streckenbach	**Raymond Suennen**
Printed Name of Individual Signing on Behalf of Municipality	Name of Individual Signing on Behalf of County	Name of Individual Signing on Behalf of County Department
	Brown County Executive	**Brown County Treasurer**
Printed Title of Individual Signing on Behalf of Municipality	Title of Individual Signing on Behalf of County	Title of Individual Signing on Behalf of County Department
X	**X**	**X**
Signature of Individual Signing on Behalf of Municipality	Signature of Individual Signing on Behalf of County	Signature of Individual Signing on Behalf of County Department
Date Signed	Date Signed	Date Signed
	(920) 448-4001	**(920) 448-6321**
Phone Number	Phone Number	Phone Number

City of De Pere, Wisconsin **10.A**

Request for Common Council Action

Meeting Date:	June 16, 2026
Department:	Health
From:	Chrystal Woller, Health Director/Officer
Subject:	Health Department - informational presentation.
Recommendation:	No action required. Information only.

Health Director, Chrystal Woller, will provide an informational presentation highlighting health department activities and the 2025 Annual Report.

Attachments:
Health Department Review_Council 2026, DPHD Annual Report 2025 - FINAL

De Pere Health Department Highlights

Chrystal Woller BSN, RN, MBA
Health Officer/Director

Public Health
Prevent. Promote. Protect.
De Pere Health Department

PUBLIC HEALTH OVERVIEW

- ✓ Review Public Health Framework for Governmental Public Health
- ✓ Examples of Strengthening Public Health Infrastructure
- ✓ De Pere Development and Opportunities for Licensing & Inspection
- ✓ Community Social Connectedness and Belonging

Public Health
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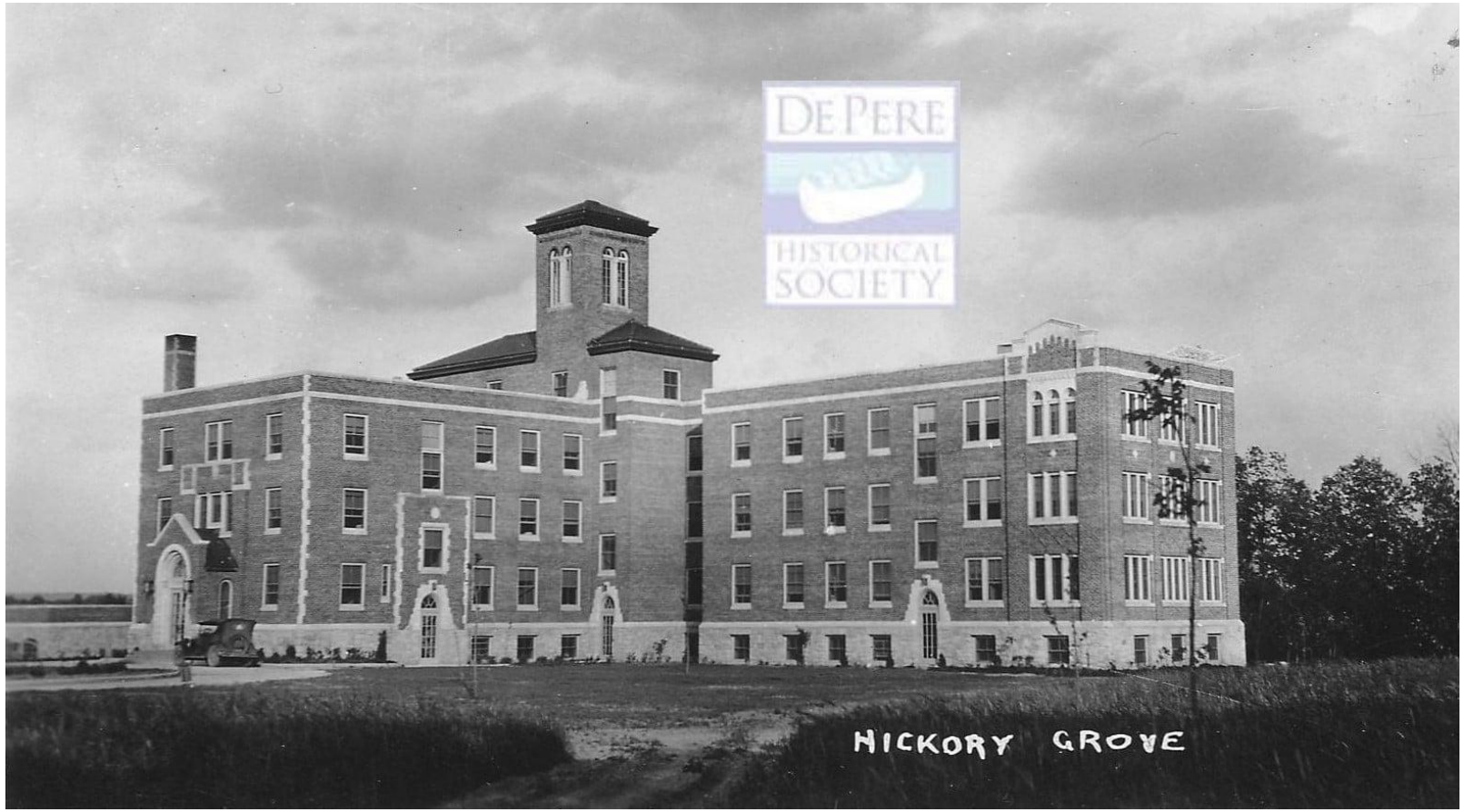
De Pere Health Department

Public Health
Prevent. Promote. Protect.
De Pere Health Department



Did You Know?

Public Health
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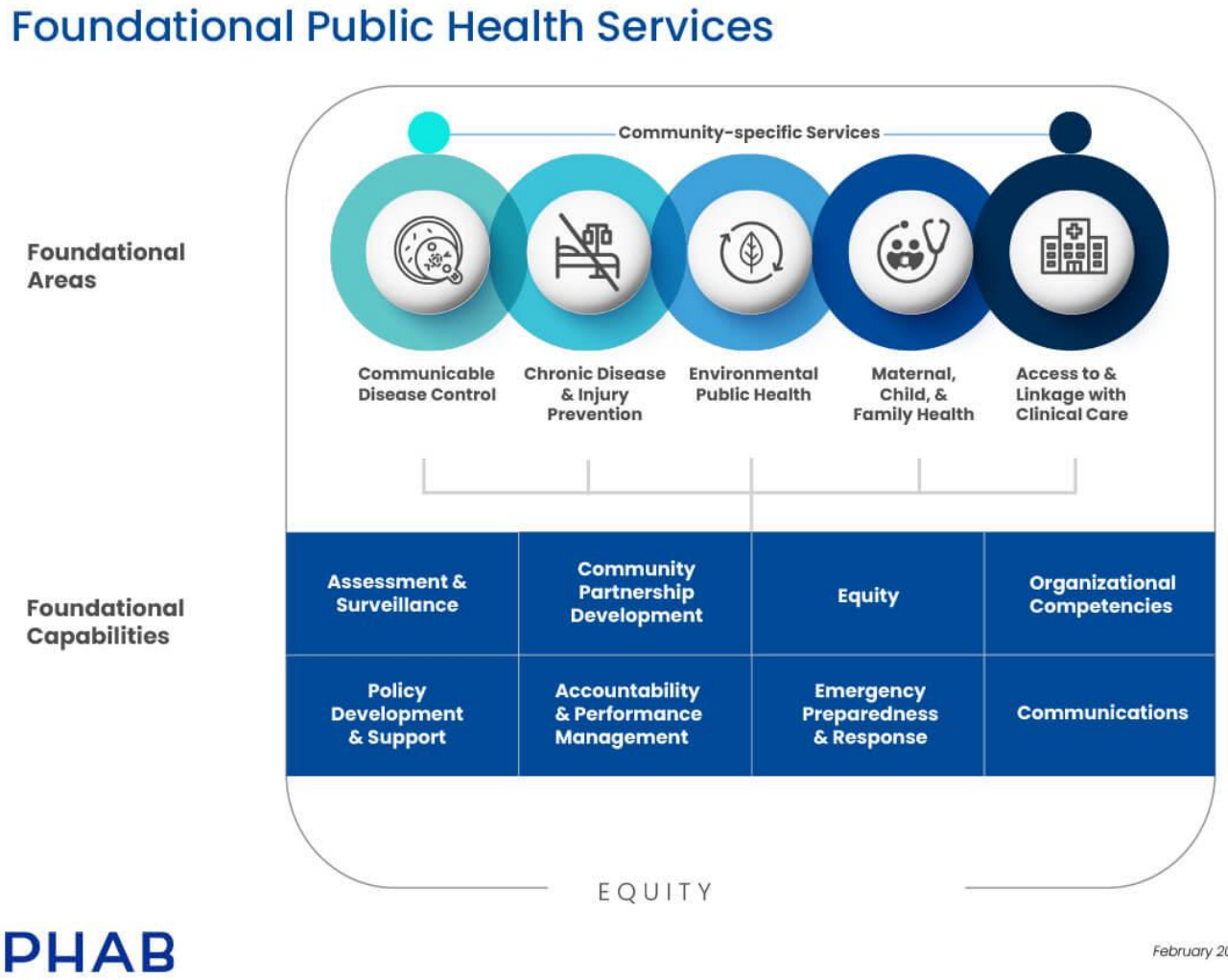
De Pere Health Department



PHAB

February 2022

From Prevention to Protection: What Governmental Public Health Delivers

Ways We Are Strengthening Public Health Infrastructure

- In 2025: DPHD Leveled up: now designated as a level III health department
- In 2026: Completed the department's five-year strategic plan
- In 2026: Launched the Public Health Accrediting Board Pathways Recognition Program
- Created a system for Program Performance Management

Public Health
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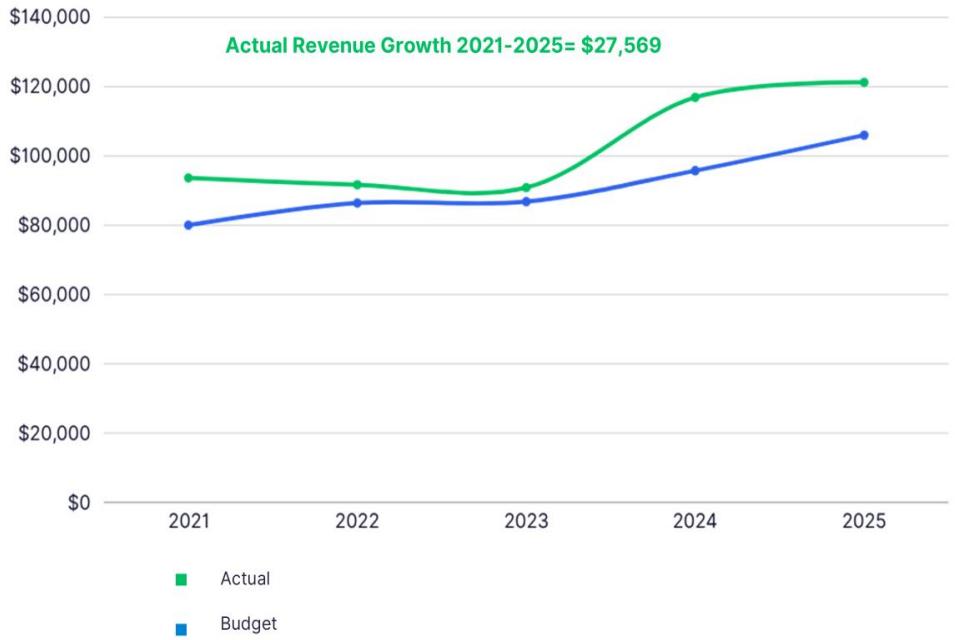
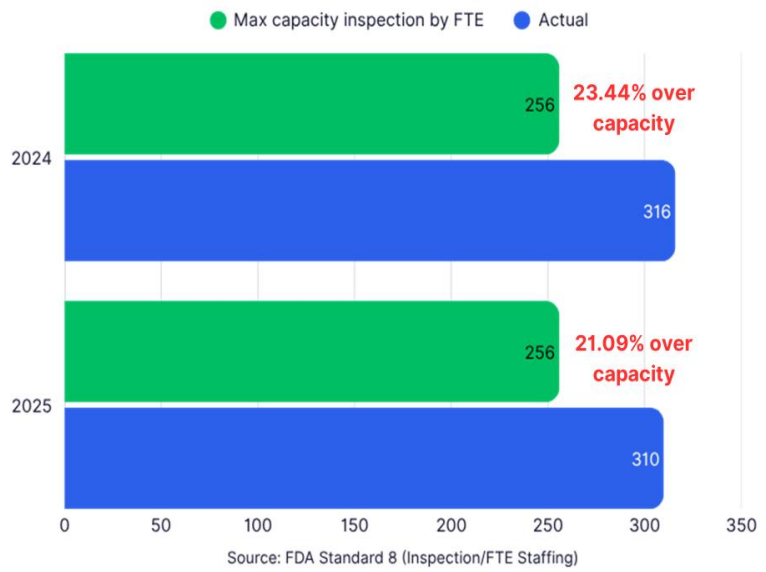
De Pere Health Department

De Pere Development & Opportunities for Licensing and Inspection

Revenue Growth -DATCP Agent Program



Staff Capacity to Meet Inspection Standards by FTE status



Public Health
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De Pere Health Department

De Pere Development = Opportunities for Licensing and Inspection

- ✓ Retail Food
- ✓ Restaurant/Taverns
- ✓ Body Art
- ✓ Hotels
- ✓ Short-term Rentals
- ✓ Pools
- ✓ Rec Ed Camps
- ✓ *Weights & Measures*

Public Health
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De Pere Health Department

Community Social Connection & Belonging







Public Health
Prevent. Promote. Protect.
De Pere Health Department







2025 Annual Report





DE PERE HEALTH DEPARTMENT

ANNUAL REPORT

2025

DE PERE

Public Health
Prevent. Promote. Protect.
De Pere Health Department

Contact Us

www.deperewi.gov

920-339-4054

deperehealth@deperewi.gov

335 S. Broadway, De Pere WI 54115

De Pere Health Department Annual Report 2025 Table of Contents

- Letter to the Community
- How to Use This Report
- Foundational Public Health Services Framework (Overview)
- Organization at a Glance
- Staff Overview
- Board of Health (BOH)
- City Demographics
- Budget Overview

Foundational Capabilities

- Assessment and Surveillance
- Policy Development and Support
- Community Partnership Development
- Health in All Policies
- Organizational Competencies
- Accountability and Performance Management
- Emergency Preparedness and Response
- Communications

Foundational Services

- Communicable Disease Control
- Chronic Disease & Injury Prevention
- Environmental Public Health
- Maternal, Child, & Family Health
- Access to & Linkage with Clinical Care

A Message from the Director

De Pere Community and Partners,

On behalf of the entire staff team, I am excited to share the collective work accomplished over the past year. This annual report reflects the commitment, collaboration, and dedication of our staff, community partners and residents who make De Pere such a great place to live, work, and play.

One accomplishment we're especially proud to share is a milestone for the De Pere Health Department. For the first time ever, we have been certified as a Level III health department—the highest-level designation in the state of Wisconsin. After an in-depth review by the Wisconsin Department of Health Services Division of Public Health in April 2025, we successfully met the rigorous Level III requirements outlined in Wis. Admin. Code s. 140.05. We received official notification of this achievement on May 15, 2025, and our next review will take place in 2030. This recognition is truly a reflection of our community's shared dedication to health.

As you read through the report, I hope you'll see, not just what we've accomplished, but what's possible when a community comes together. And I encourage you to stay involved—lend your voice, share your perspective, and join us at future community conversations and initiatives. Your participation truly makes the "De Pere difference".

Thank you for your continued support. We look forward to continuing this journey with you.

With gratitude,



How to use this Report

The De Pere Health Department Annual Report is a comprehensive document that summarizes the department's activities, accomplishments, and impact over the past year. It serves as both an accountability tool and a communication resource for stakeholders, including city leadership, the Board of Health, community partners, and residents.

Use this report to:

- **Learn about each public health program**
  Each program or special initiative includes a brief description of the target population, target geographic area, priority health areas, and evidence-based practices utilized.
- **Access 2025 operations data**
  Operations data, including 2025 expense information, staffing structure, and active grants received over the year is included.
- **Review data on each program's performance**
  Each program includes performance measure data that highlights key deliverables. Most programs also include population or program outcome data to describe the impact of the program on De Pere and the clients served.
- **Explore our milestones and moments of growth**
  De Pere Health Department accomplished significant achievements throughout 2025.

Foundational Public Health Services

The **Foundational Public Health Services** framework outlines the unique responsibilities of governmental public health and defines the minimum set of **foundational capabilities** and **foundational areas** that must be available in the community to provide fair and just opportunities for all to be healthy.

Linking the De Pere Health Department Services to the Foundational Public Health Services

Foundational Capabilities

Assessment / Surveillance

Community Health Assessment (CHA), Community Health Improvement Plan (CHIP)

Community Partnership Development

Non-Profits
Business Community
K-12 Schools/College/Childcare
Healthcare

Health For All

Health in All Policies

Organizational Competencies

Workforce Development Plan

Policy Development & Support

Chapter 140 Review
Strategic Planning

Accountability & Performance Management

Performance Management Dashboard/Quality Improvement

Emergency Preparedness & Response

Emergency Preparedness Outreach & Community Events
NEW HERC/RTAC

Communication

Social Media Campaigns
Community Outreach & Engagement

Foundational Areas

Communicable Disease Control

- Immunizations
- Animal Bites
- Disease Investigation

Chronic Disease & Injury Prevention

- Child Passenger Safety
- Bike Helmet Fittings
- Fall Prevention
- Substance Use
- Medication Disposal
- Gun Locks
- Mental Health
- Suicide Prevention

Environmental Public Health

- Licensing & Inspections
- Food Safety Education
- Health Hazards & Nuisance Complaints
- Weights and Measures
- Radon
- Lead Program

Maternal, Child, & Family Health

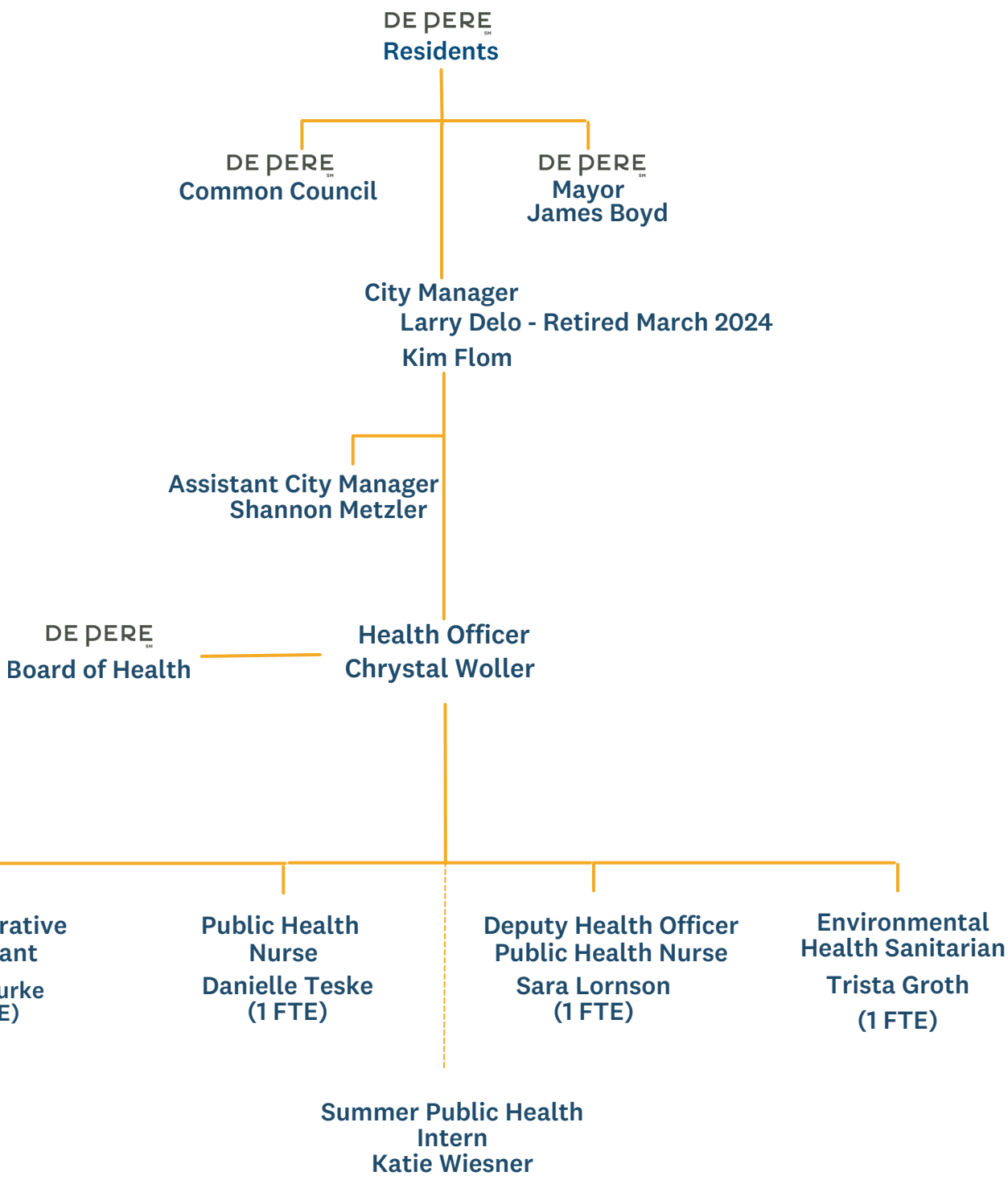
- Library Picnic & Play
- Lactation Support
- Developmental Screenings

Access to & Linkage to Clinical Care

- Connecting to care

Health for All

Organization at a Glance



Organization at a Glance

De Pere Health Department Staff

Health Officer/ Director
Chrystal Woller, BSN, RN, MBA

Public Health Nurses
Sara Lornson, BSN, RN, Deputy Health Officer
Danielle Teske, BSN, RN, CPH

Environmental Health Sanitarian
Trista Groth, BS, RS, CSP

Administrative Assistant
Kelly Burke, BA

Public Health Intern (Seasonal - Summer)
Katie Wiesner



Mission

De Pere Health Department provides community leadership to promote and protect the health of De Pere residents through prevention, education, and quality services.

Vision

De Pere, a community where all people can live well and flourish together.

Board of Health (BOH)

2025 Board Members

- Pamela Gantz
  Alderperson
- Devin Perock
  Alderperson
- Dennis Hibray, Chair
  Citizen Member
  (resigned 12/31/2025)
- Teresa Gulyas, Vice Chair
  RN, MSN, MEd
  Citizen Member
- Robyn Lauritsen, Family
  Nurse Practitioner
  Citizen Member
- Dr. Cassie Schandel-
  Medical Advisor

The De Pere Board of Health consists of members appointed by the mayor with expertise in health, policy, and community engagement. Meetings are held quarterly, or as needed, and are open to the public in accordance with Wisconsin Open Meetings Law. Decisions are made through majority vote, following discussion and review of relevant data and recommendations from the Health Officer.

What is the Board of Health?

The City of De Pere Board of Health serves as the governing body responsible for overseeing public health policies, programs, and initiatives within the city. Its primary role is to protect and promote the health and well-being of residents through evidence-based decision-making and compliance with state and local regulations.

Actions Items Supporting Public Health Policy

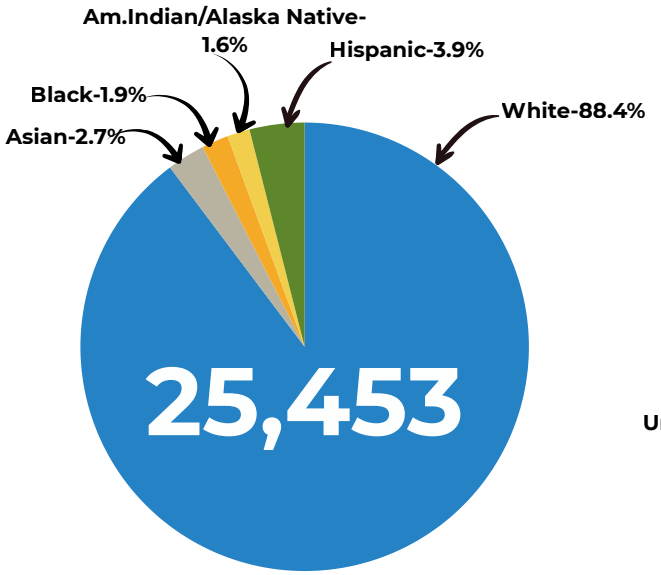
- Reviewed & Approved 2025 Policies & Procedures
- Reviewed & Approved 2024 Annual Report
- Cooperative Agreement with Brown County Public Health to inspect County Fairgrounds
- Reviewed and Approved 2026 Budget
- Review and approved various grant contracts with WI DHS
- Ordinance Revision Lodging Forfeiture Provisions: Tourist Rooming House in preparation for the 2025 NFL Draft



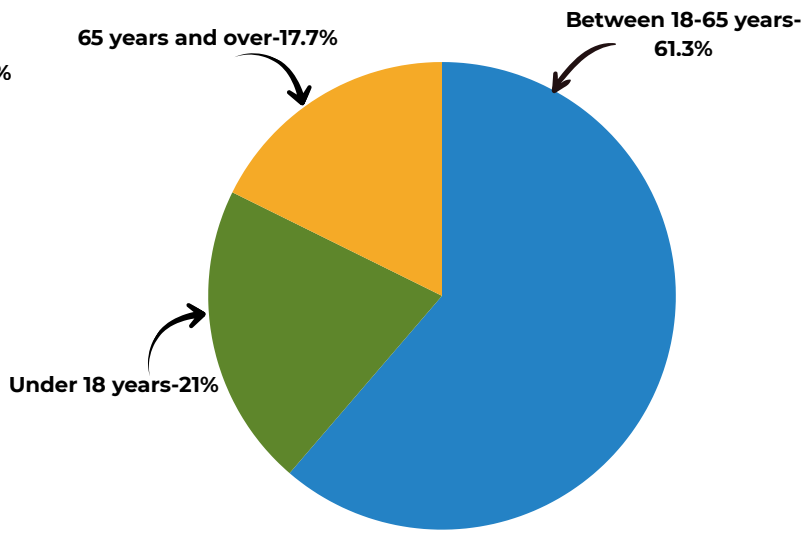
Demographics

Total Population

Race



Age



*Census QuickFacts (population estimates July 1, 2024)

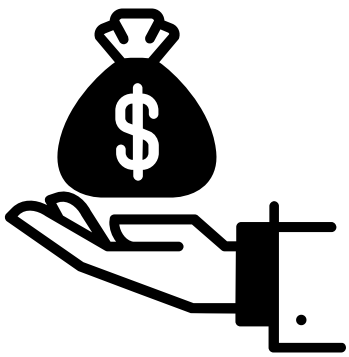
&

Education



High School Graduate or Higher - 96.5%

Income



Median Household Income - $84,869

4.9%

Uninsured People Under the Age of 65

6.1%

Children in Poverty

2.9%

Unemployment

*City Health Dashboard
*Census QuickFacts (population estimates July 1, 2024)

Financial Report

Targets

	Budget	6 Month Actual	Year End Actual
Revenue	$240,215	$157,451	$248,218
Expenditures	$755,615	$337,415	$723,120
% Tax Levy Funded (Actual)			66%

Revenue Breakdown

	Budget	6 Month Actual	Year End Actual
Public Health	$420	$380	$755
Licensing/Permits	$106,000	$103,343	$121,220
Health Grants	$98,790	$17,024	$81,947
Weights & Measures	$21,005	$21,026	$21,441
COVID 19 Grants	$14,000	$15,678	$22,855

Expense Breakdown

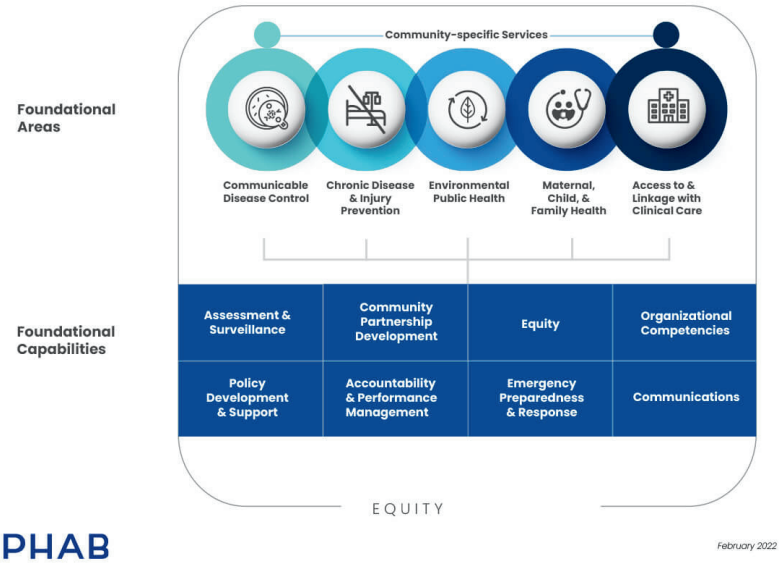
	Budget	6 Month Actual	Year End Actual
Personnel	$620,295	$291,966	$636,647
Non-Personnel	$135,320	$45,449	$86,473



Foundational Public Health Capabilities

Public health infrastructure consists of Foundational Capabilities that are the cross-cutting skills and capacities needed to support basic public health protections, programs, and activities key to ensuring community health, well-being, and achieving equitable outcomes. Foundational Public Health Capabilities are the essential skills, resources, and systems that every public health agency needs to effectively protect and promote community health. They represent the core infrastructure required to deliver public health services consistently and equitably, regardless of the size or location of the jurisdiction.

Foundational Public Health Services



A Data Source for the City of De Pere



One of the capabilities that builds a strong public health infrastructure is assessment & surveillance. This data assists in supporting and guiding public health planning and decision-making. This dashboard now offers data on over 40 measures of health and drivers of health for over 970 cities across the U.S. – all cities over population 50,000 plus a growing set of smaller places, like De Pere.

Assessment & Surveillance

The De Pere Health Department relies on Assessment and Surveillance as a core capability to understand and improve the health of our community. This function ensures that decisions and interventions are based on accurate, timely, and relevant data. Assessment and surveillance provide the evidence base for public health actions in De Pere. By monitoring health trends and risks, the department can allocate resources effectively, design targeted interventions, and ensure accountability in protecting the health of every resident. **A snapshot of core activities include:** the collaborative Community Health Assessment/Health Improvement Planning process with Brown County partners and the enhanced use of JotForm for syndromic surveillance/confirmed illness and diseases with K-12 schools/college/daycare, nursing home/assisted living to inform public health prevention messaging and intervention.

Community Health Assessment (CHA) Community Health Improvement Plan (CHIP)

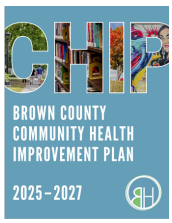
What is a CHA/CHIP?

The Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) are two key components of public health planning. A CHA is a systematic process of collecting and analyzing data about the health status, needs, and resources of a community. It involves gathering data from sources like hospitals, surveys, and public health records, and engaging community members for input. A CHIP is a long-term, strategic plan developed based on CHA findings. It outlines strategies and partnerships to improve health outcomes and serves as a roadmap for coordinated action among health departments, hospitals, schools, and community organizations. It guides resource allocation, program development, and progress tracking over several years.

Why are They Important?

The Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) help us understand and improve the health of De Pere residents. The CHA looks at local health data to identify our community's biggest health needs and challenges. The CHIP uses that information to set priorities and create action plans with clear goals. Together, they guide decisions and resources, promote collaboration with hospitals, schools, and community partners, ensure transparency and accountability, and help us build a healthier, stronger community.

Brown County Community Health Improvement Plan (CHIP) Top 3 Health Priorities for 2025-2027



The Brown County CHIP is a collaborative effort led by the Beyond Health Steering Committee. Together with other local organizations, efforts and resources are focused on the goals identified in the CHIP.

1. Mental Health and Substance Use
2. Healthy and Safe Homes
3. Pathways to Healthcare

Community Health Improvement Plan 2025 Annual Report-Brown County

FOCUS AREA #1: MENTAL HEALTH AND SUBSTANCE USE

Goal 1: Decrease number of poor mental health days.
Lead: Brown County Coalition for Suicide Prevention (BCCFSP)

Objective 1: By the end of 2027, increase number of community members participating in mental health trainings.

- 483 community members participated in trainings, including Question, Persuade, Respond (QPR) Gatekeeper Training, VA SAVE Training, Mental Health First Aid, and Signs of Suicide (SOS) Training.
- Three new Mental Health First Aid trainers and two QPR trainers were trained.

Objective 2: By the end of 2027, increase community events to build social connectedness, reduce stigma, and increase community awareness around mental health resources.

- Several events were held, including Table Talks, Loss Support meetings, the Northeast WI Suicide Prevention Summit, and the Be The Light Walk

Goal 2: Prevent excessive alcohol use.
Lead: Brown County Coalition for Change

Objective 1: By the end of 2027, increase public knowledge of/education around responsible consumption of alcohol and alternatives.

- Section Yellow held a sober tailgate for the first five home Packer games at Stadium View.
- A public facing Facebook Page, Section Yellow Nation, was added to expand awareness of Section Yellow's efforts.
- Section Yellow was featured in the Wallstreet Journal in a story about normalizing sobrietyin a drinking culture.

Goal 3: Increase resources to prevent opioid-related overdoses.
Lead: Brown County Coalition for Change

Objective 1: By the end of 2027, reduce barriers to prevention and treatment services.

- The coalition worked on a new website and establishing subgroups that meet regularly, which are Prevention, Recovery, Retention, and Section Yellow.
- Fentanyl and xylazine test strips were purchased and distributed to community organizations and members.
- The coalition sponsored the 3rd Annual Recovery Awareness and Memorial Walk hosted by Dalmont Pheonix Foundation and the Mandolin Foundation

Community Wins

- The Greater Green Bay YMCA installed a new Public Health Vending Machine outside of the Ferguson Family YMCA. The vending machine provides Narcan, fentanyl test strips, and personal care products.
- N.E.W. Community Clinic opened a new behavioral health clinic that will provide medication assisted treatment (MAT) for substance use disorders

Community Health Improvement Plan 2025 Annual Report-Brown County

FOCUS AREA #2: HEALTHY AND SAFE HOMES

Goal: Increase access to economically attainable and safe housing
Lead: Brown County Homeless and Housing Coalition

Objective 1: By the end of 2027, increase rent-based education programming available to Brown County tenants.

- The Brown County Rent Smart Collaboration hosted its first in-person Rent Smart cohort.
- The Salvation Army of Greater Green Bay also hosted two Rent Smart cohorts.

Objective 2: By the end of 2027, increase resources to support landlords providing economically attainable housing options in Brown County.

- The Landlord Engagement Workgroup service providers (House of Hope, Golden House, Salvation Army, Catholic Charities, Brown County Housing Authority, and NEWCAP) presented on services and programs at the Apartment Association of Northeast Wisconsin's meeting.

Community Wins

The Salvation Army of Greater Green Bay's Tenant Success Fund was launched with funding from The Greater Green Bay Community Foundation's One Community Fund.
This fund helps remove barriers that people may face when accessing rental units – such as evictions, credit, or rental history. The funding helps landlords cover risks like missed rent payment or damages. Support is also provided to households enrolled in the program through tenant education courses and case management.

FOCUS AREA #3: PATHWAYS TO HEALTHCARE

Goal: Help people get the right medical care when and where they need it.
Lead: Pathways to Healthcare Workgroup

Objective 1: By the end of 2027, reduce preventable emergency department visits at all healthcare systems.

Objective 2: By the end of 2027, increase participation in community-based chronic disease prevention programming at participating organizations.

Objective 3: By the end of 2027, expand evidence-based screening and intervention programs across a lifespan at all participating locations.

- The groundwork was laid for this new group by inviting partners to the table, developing objectives and strategies, and identifying lead representatives for each strategies. Organizations represented by this group include Prevea, HSHS, Emplify, Aurora BayCare, N.E.W. Community Clinic, Aging and Disability Resource Center (ADRC), De Pere Health Department, and Brown County Public Health.

Community Wins

The ADRC recruited four new facilitators for Healthy Living with Diabetes.
The new multi-disciplinary Food is Medicine workgroup was launched.

Community Partnership Development

Building strong community partnerships are essential for improving health in De Pere. Public health works best when we work together. Partnering and collaborating with our local schools, businesses, nonprofits, and faith-based organizations allows us to share resources and expertise to make the most impact, solve problems together by addressing health priorities as a team, build trust and engagement so programs reflect what our community truly needs, and improve health outcomes through coordinated efforts that reach everyone. Partnerships create a stronger, healthier, and more resilient community. When we collaborate, we can achieve more than any one organization could alone.

Community Collaboration Highlights

Main Street Award!

In March of 2025, Wisconsin Economic Development Corporation (WEDC) celebrated Wisconsin Main Street success stories and honored De Pere Health Department and community partner Definitely De Pere at the 34th annual Main Street Awards ceremony.





Best Diversity, Inclusion, and Belonging Initiative (Organization)
Launched in 2024, the city of De Pere's "Belonging Begins Here" Campaign aims to address the growing crisis of loneliness and social isolation. The initiative inspired meaningful connections through a variety of community-driven events, including a mural contest, presentations, public art, and a citywide social media campaign.

Building Belonging

with the help of our community partners....

BELONGING BEGINS HERE

Social connections within a community are vital because they form the foundation for individual well-being and collective resilience. Strong social ties reduce feelings of isolation and loneliness, which are linked to anxiety, depression, and other mental health challenges. Having people to share experiences with creates a sense of belonging and emotional support. Social connections create a shared identity and cultural continuity. They help people feel valued and understood, which is essential for personal fulfillment and community harmony. Maternal and Child Health Block Grant funds supported the purchase of a "Buddy Bench" in Lawton Park and helped make two community belonging events possible. These efforts were strengthened through collaboration with community partners, whose involvement was essential in creating inclusive, welcoming spaces for residents of all ages.

Lawton Park Bench

In collaboration with the De Pere Parks Department, the health department sponsored a community park bench which was installed at Lawton Park in July. A simple environmental change—like installing a new park bench—can have a powerful impact on community wellbeing. Benches create natural gathering spot, offering a place to rest, pause, and connect. Spaces like this, are intended to create moments of interactions between people, allowing relationships to grow and the community to strengthen.





Building Belonging in Our Organizations and Communities

Those communities with more connectedness and cohesion are associated with better overall health outcomes. This training, led by the University of Wisconsin Population Health Institute, helped participants consider ways they can build belonging within their organization as well as with the broader community. DPHD staff, along with close community partners, St. Norbert College, De Pere Chamber of Commerce, and De Pere Rotary Club, hosted this well attended belonging training.

Senior Ball

On November 20th, 2025 from 2-4 pm at St. Norbert College (SNC), DPHD and SNC staff hosted an intergenerational connectedness program called "Senior Ball" for older adults age 55+ and St. Norbert College students. Their was entertainment with live music, dance lessons and fun conversation! This event was planned in collaboration with SNC Health and Wellness Center & Music Department, SNC students and the health department.



Health For All

Health in All Policies

A significant part of our work this year centered on planning. As a department, we want to be sure that all voices are heard and respected as programs and services are designed or expanded. By engaging directly with those most impacted, we continued building services that are accessible, community-informed, and responsive to real needs. This people-first approach aligns with the Health in All Policies framework, which calls for cross-department collaboration and intentional consideration of health impacts across all areas of local government.

In 2025, the De Pere Health Department continued advancing the Community Health Improvement Plan with a strong commitment to supporting safe & affordable housing and access to healthcare. Department staff have worked alongside community members and local partners to elevate housing and access to healthcare as a key social determinant of health and an essential foundation for well-being. This effort reflected our broader focus on policy, systems, and environmental changes that help create healthier living conditions for all.

We are committed to continuing this work in the years to come. We will keep collaborating with departments, organizations, and residents to weave health considerations into policy development, program design, and system-level decisions. By strengthening these connections and continuing to champion health across sectors, we can help ensure that all members of the De Pere community have the opportunity to live healthy, safe, and supported lives.





Organizational Competencies

Growing and promoting a strong future public health workforce remains a core value of De Pere Health Department. In 2025, the health department provided 180 hours of public health mentorship to an MPH student attending University of Michigan School of Public Health. Throughout 2025, DPHD hosted two nursing students for their community health practicum from University of Wisconsin Green Bay and Grand Canyon University, totaling approximately 170 hours.



The De Pere Health Department is committed to maintaining a diverse, skilled, knowledgeable, and passionate public health workforce. Throughout 2025, the De Pere Health Department participated in numerous trainings and conferences to strengthen the capacity of the team to best support the De Pere community and achieve its mission to protect and promote the overall health and wellbeing of the community by recognizing the unique values and needs of our diverse population.



PrevCon Injury Prevention Conference in Washington D.C.



NACCHO Preparedness Summit in San Antonio, TX

Training topics:

- Public Health Preparedness
- Emergency Management
- Partnership Building
- Substance Misuse Prevention
- Mental Health
- Suicide Prevention
- Child Injury Prevention
- Adult Injury Prevention
- Public Health Policy
- Chronic Disease Prevention
- Immunizations
- Environmental Health
- Health Literacy
- Data Modernization

Organizational Competencies

Summer/ Fall 2025 Environmental Public Health Intern!

The Environmental/Public Health Intern role offers students a chance to put their knowledge into practice while helping promote and improve environmental and public health. Working under close supervision, the internship includes a variety of experiences such as inspecting food, lodging, and recreational facilities, investigating and addressing environmental nuisances and hazards, and assisting with public health outreach and education.



What is the most valuable thing you learned during your experience?

I mostly grew in leadership. As an intern for a small health department that handles multiple programs, I had the opportunity to take the lead in creating resources, conducting data projects, pool water sampling, and performing TRH inspections. I didn't have this opportunity in college often, as students are usually in supportive roles. Through this internship, I developed confidence as a leader by providing the community with resources and answering questions. - Katie Wiesner

Policy Development & Support

The De Pere Health Department is committed to working collaboratively with community partners, local organizations, and decision-makers to review and shape policies that improve health outcomes. This means actively monitoring and enforcing local ordinances, providing health impact data to inform decisions at the quarterly Board of Health meetings, and facilitating inclusive planning processes such as the Community Health Improvement Plan and strategic planning. In doing this, the De Pere Health Department ensures that policies and programs are evidence-based, aligned with Wisconsin Level III health department standards, and effectively implemented to protect and promote the health of all residents.

Chapter 140 Review: Leveling Up

In 2025, De Pere Health Department staff, City Administration, and Board of Health members reviewed policies and initiatives that supported/contributed to the alignment with Wisconsin state statutes for Level III health department designation, the highest-level designation in the state of Wisconsin. De Pere Health Department was evaluated in April 2025 by the Wisconsin Department of Health Services (DHS) Division of Public Health (DPH) and successfully met the additional level III requirements contained in Wis. Admin. Code s. 140.05 for workforce development, quality improvement, and performance management; a focus on social determinants of health; expertise in population health; and acting as the community health strategist. This determination was communicated on May 15th, 2025. This work included laying the foundation for enhanced policy development and comprehensive planning processes that meet the highest standards of public health practice.







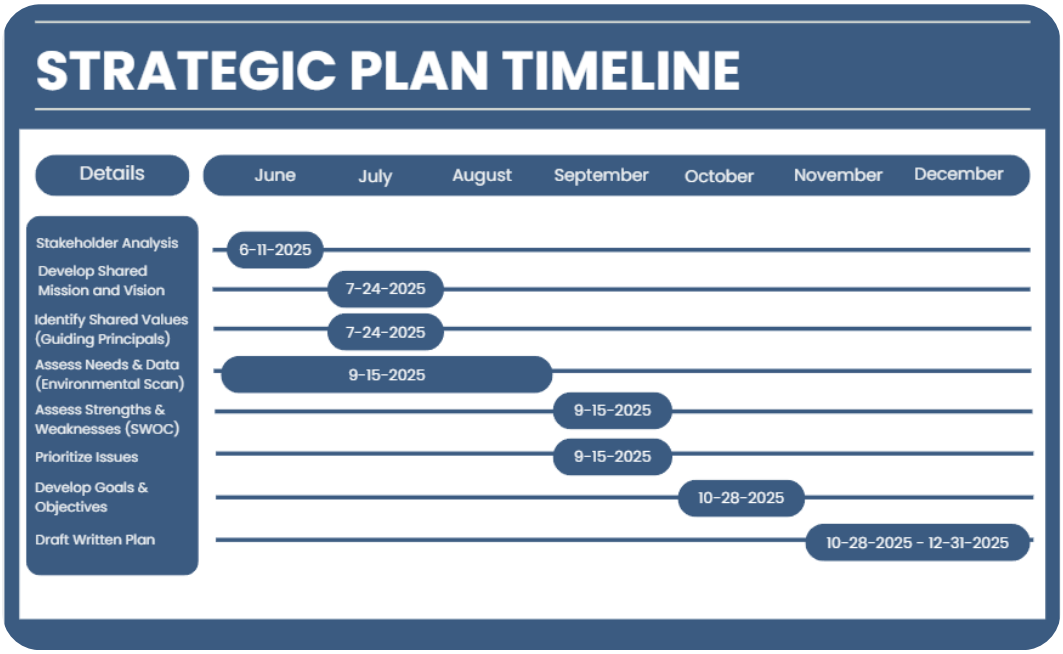
Policy Development & Support

Strategic Planning Process: Initiated in June 2025

In the Spring of 2025, De Pere Health Department contracted with Ujima United, LLC to facilitate the department's strategic planning process, engaging the community and stakeholders alike. These contributions have been invaluable in shaping a plan that reflects our community's needs and aspirations.

- DPHD staff provided input through surveys, interviews, and planning sessions
- Community members completed the Community Awareness Survey
- Partner organizations provided input through the Partner Engagement Survey
- Board of Health/City Administration provided interest/engagement throughout the process

Through this effort, the department looks forward to a roadmap that ensures our department is positioned to deliver the full scope of essential public health services and lead with excellence. Timeline for completion is projected for January 2026.



A look to the future:

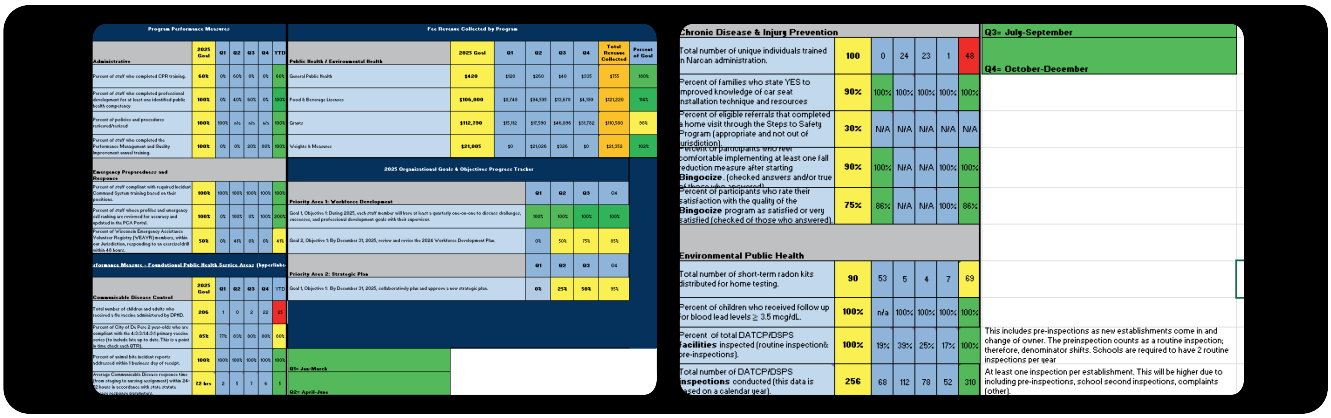
The De Pere Health Department's 2026–2030 Strategic Plan will be presented to the Board of Health at the 2026 first-quarter meeting. Once the Board approves the plan, implementation will begin.





Accountability & Performance Management

The purpose of the Performance Management and Quality Improvement (PM/QI) System is to provide a structured framework that guides performance monitoring and quality improvement activities within the City of De Pere Health Department. Effective performance management enables the department to track key trends and data related to its systems, services, and processes, ensuring that progress can be measured over time. By routinely monitoring performance, the department can identify gaps, highlight opportunities for improvement, and prioritize areas where change will have the greatest impact. This data-driven approach directly informs and drives quality improvement initiatives, supporting ongoing enhancements in efficiency, effectiveness, and resource allocation. Together, PM and QI strengthen the department's ability to deliver high-quality public health services and achieve meaningful, measurable outcomes for the community.



By the numbers!

7

# of programs with performance measures

30

# of performance measures tracked

A look to the future:

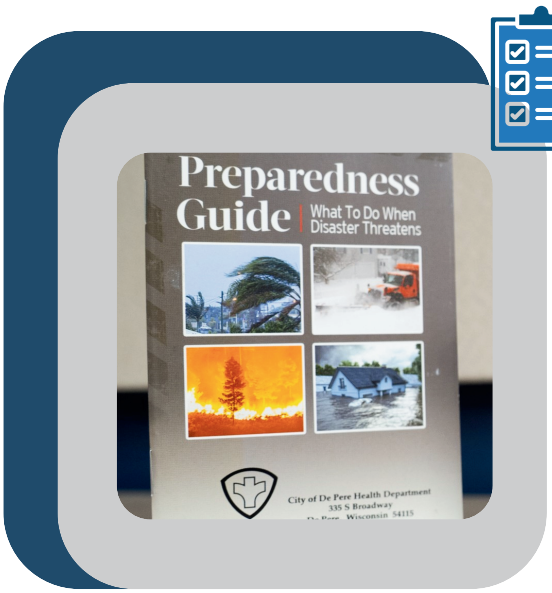
The De Pere Health Department will continue to monitor key metrics and seek opportunities to strengthen performance across all programs. Using the Results Based Accountability (RBA) framework, the department will guide planning, measure outcomes, and support continuous improvement. This approach ensures each program tracks how much service is delivered, how well services are provided, and whether residents are better off as a result. Ongoing data collection, analysis, and reporting will help align efforts with community needs and drive future progress.

Emergency Preparedness & Response

Through Public Health Emergency Preparedness (PHEP) De Pere Health Department continues to plan, prepare, and respond to public health emergencies in collaboration with local, regional, and state partners. Public health emergency preparedness in De Pere is essential to protect the health and safety of our community. By planning ahead, coordinating resources, and ensuring rapid response capabilities, we can minimize the impact of emergencies, whether they involve disease outbreaks, natural disasters, or other public health threats. Preparedness strengthens resilience, saves lives, and ensures that De Pere remains a safe and healthy place for all residents

Emergency Preparedness & Response Highlights: Severe Weather Awareness Week 2025

During Severe Weather Awareness Week (April 7–11, 2025), the De Pere Health Department distributed 30 free weather radios and emergency preparedness guides to residents, helping ensure our community is better equipped for emergencies.







This banner was installed over Reid Street during the month of April for Severe Weather Awareness.

Emergency Preparedness & Response

Emergency Preparedness & Response Highlights: Senior Safety Expo

The public health preparedness (PHEP) grant funded a "Senior Safety Expo" on June 25th at the De Pere Community Center. This first ever expo intended to better prepare our older adults in the event of an emergency. Free emergency preparedness kits were disseminated. In addition, education and resources were provided on food safety, fire safety, identity theft, home modifications/safety, medication safety, disaster preparedness, balance screenings, hearing screenings, and movement classes!





This was a collaborative effort could not be possible without support from our partners to include: De Pere Fire Rescue, De Pere Police Department, De Pere Community Center, Brown County Adult Protective Services, Suicide Prevention Coalition, Brown County Emergency Management, and the Brown County Aging and Disability Resource Center, Brown County Falls Partnership, Empowered by Movement, Greenfield Rehabilitation Agency, and Hearing Advantage.

Emergency Preparedness & Response

Northeast Wisconsin Healthcare Emergency Readiness Coalition (NEW HERC)

The N.E.W. (Northeast Wisconsin) Healthcare Emergency Readiness Coalition (HERC) is a robust regional partnership dedicated to strengthening public health and medical system preparedness. It brings together healthcare providers, local and tribal public health agencies, emergency management, EMS, first responders, and community organizations across Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto counties, and the Oneida Nation and Menominee Tribe. By contributing local context, leadership, and public health expertise, the De Pere Health Department helps strengthen the N.E.W. HERC's mission to protect communities across Northeast Wisconsin. Their board-level and operational engagement ensures alignment between regional readiness strategies and the health needs of De Pere's residents.

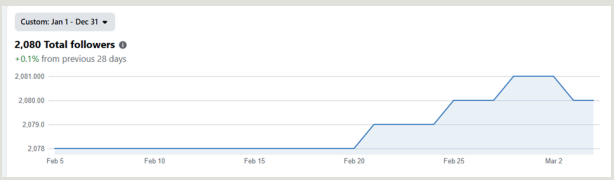
Regional Trauma Advisory Council (RTAC)

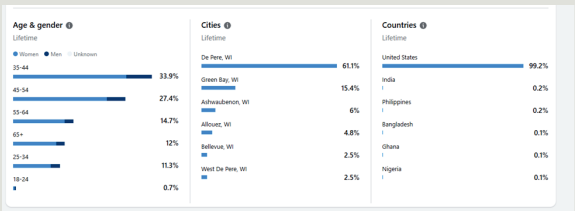
The N.E.W. Regional Trauma Readiness Coalition (RTAC) is a multidisciplinary collaborative dedicated to improving trauma preparedness, response, and system coordination throughout Northeast Wisconsin. The coalition brings together hospitals, EMS agencies, public health departments, emergency management, long-term care facilities, and regional community partners to create a unified approach to trauma readiness. The De Pere Health Department plays an important leadership role within this regional effort. Department staff actively participate in coalition meetings, planning groups, and training activities, ensuring local public health perspectives are fully integrated into trauma readiness strategies. A De Pere Health Department staff member also serves on the coalition's board as the designated public health representative. In this role, the representative provides guidance on community health needs, supports policy and planning decisions, and strengthens the connection between public health and healthcare partners across the trauma system.

Communications

De Pere Health Department is committed to providing proactive health education and prevention messaging at all times. These communications are shared promptly through a variety of channels, including social media, community events, email listservs, community partners, banners, and press releases. In 2025, the department focused its messaging on addressing community health needs, offering tips for maintaining well-being, and promoting available services.

FaceBook Data!





By the numbers!

2,080 Total Followers
175,062 Total Views
9,144 Total Engagement
200 Pieces of Content Shared



De Pere Health Department is now on Instagram!

NEW

By the numbers!

Press Releases
7

Instagram Posts
42

Banners Over Reid
9

A look to the future:

According to the 2025 community survey conducted to support the De Pere Health Department's strategic plan, residents expressed a desire for increased communication from the department. Looking ahead to 2026, we will implement goals aimed at strengthening community awareness and engagement with DPHD.

Foundational Public Health Areas

Public health programs, or Foundational Areas, are basic public health, topic-specific programs and services aimed at improving the health of the community.

Communicable Disease Control

Communicable disease management accounts for a large portion of the health department's efforts, as it requires detailed follow up to ensure protection of the public. Managing communicable disease may involve investigation, inspection, isolation and/or the provision of medications or vaccines.The De Pere Health Department safeguards community health by promptly investigating reportable communicable diseases, disease-related complaints, and suspected outbreaks in accordance with established protocols and guidance. Additionally, our team administers and oversees the Wisconsin DHS Immunization Program, ensuring access and availability of vaccines for eligible individuals. Immunizations are provided both onsite at the health department and at various community-based locations.

Immunization Program

De Pere Health Department held 18 vaccination clinics in 2025 including those for influenza vaccine, back to school and routine vaccinations through Vaccines for Children (VFC- no insurance or on Badgercare). Criteria for receiving a free flu or COVID vaccine was different than in previous years, accounting for a significant difference in flu/COVID vaccines and total vaccines given at the health department. Additional activities related to improving vaccination rates included monthly reminder letters to families, monthly walk in clinics, social media posts, participation in the Northeast WI Immunization Coalition, and community outreach events such as De Pere Beer Gardens, De Pere Fire Rescue Open House, and a "Flu Fighters" germ workshop at Mulva Cultural Center.







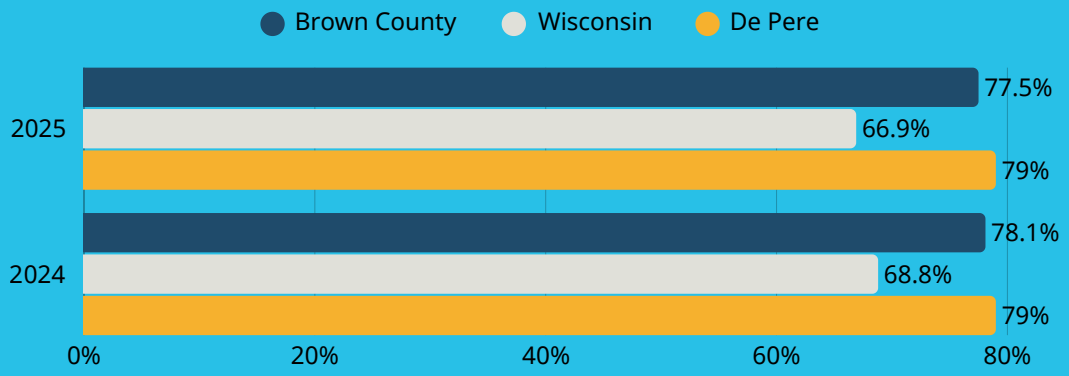
Communicable Disease Control

Immunization Data

The De Pere Health Department continues to monitor immunization trends with concern, as vaccination uptake has been declining locally, statewide, and nationally. Despite these broader trends, it is important to note that routinely recommended vaccination rates for children 24 months of age remain higher in the City of De Pere compared to both Brown County and the State of Wisconsin overall. In 2025, the Health Department observed a significant decrease in the number of vaccines administered onsite, even though regular monthly clinics—including walk-in options—were consistently offered. In response, staff have worked diligently to communicate the value of timely vaccination and encourage residents to connect with their trusted healthcare providers for recommended immunizations.

% of 24-Months of Age Who Received All Recommended Doses of DtaP, Polio, MMR, Hib, Hep B, Varicella and Pneumococcal Vaccine

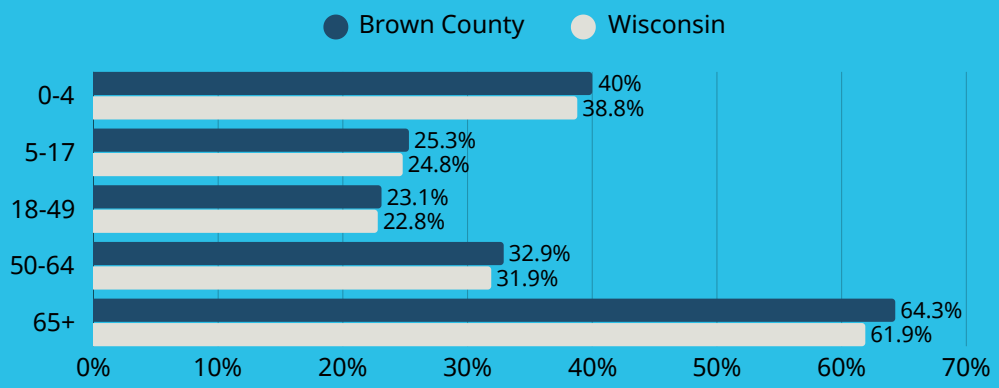




WI DHS (and Wisconsin Immunization Registry)

% of Residents Who Received at Least 1 Dose of Influenza Vaccine by Age (2025 Season)

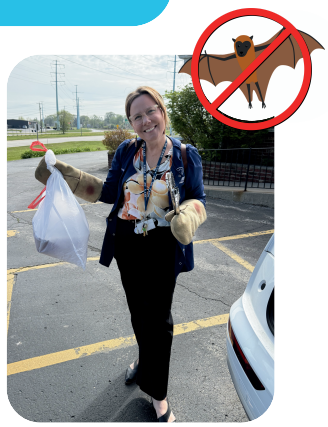




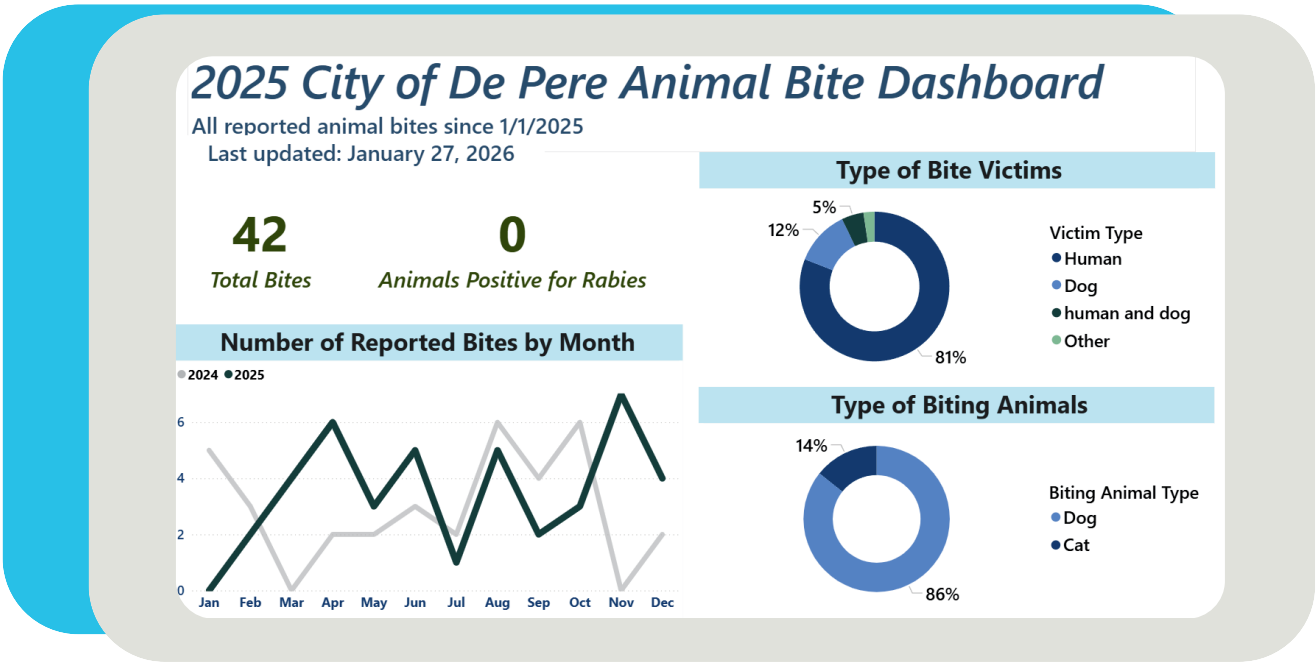
WI DHS (*data is not available by zip code for De Pere)

Communicable Disease Control

Animal Bites - Rabies Prevention



De Pere Health Department's Animal Bite and Rabies Control Program is in place to protect public health by preventing rabies through timely investigation of animal bites, risk assessment, and coordination of testing, treatment, and education. We strive to reduce exposure risks, ensure compliance with vaccination and quarantine laws, and provide accurate guidance to keep our community safe.

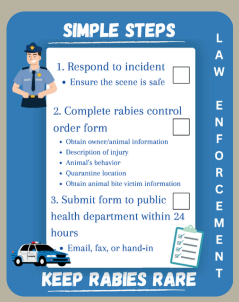


In 2025, DPHD Public Health Intern, Katie, created an "Animal Bite Dashboard" to assist in collecting and reporting data for animal bites that happen in the City of De Pere.

Education provided for De Pere Police Department and Health Department staff on rabies prevention and the importance of timely animal bite follow up.



Infographic created and shared with De Pere Police Staff with steps for timely animal bite follow up to help "Keep Rabies Rare!"



Infographic providing education to the community on City of De Pere Animal Ordinance and Responsible Pet Ownership. This infographic was disseminated to veterinary clinics and animal daycares within De Pere jurisdiction, along with being shared on social media.



Communicable Disease Control

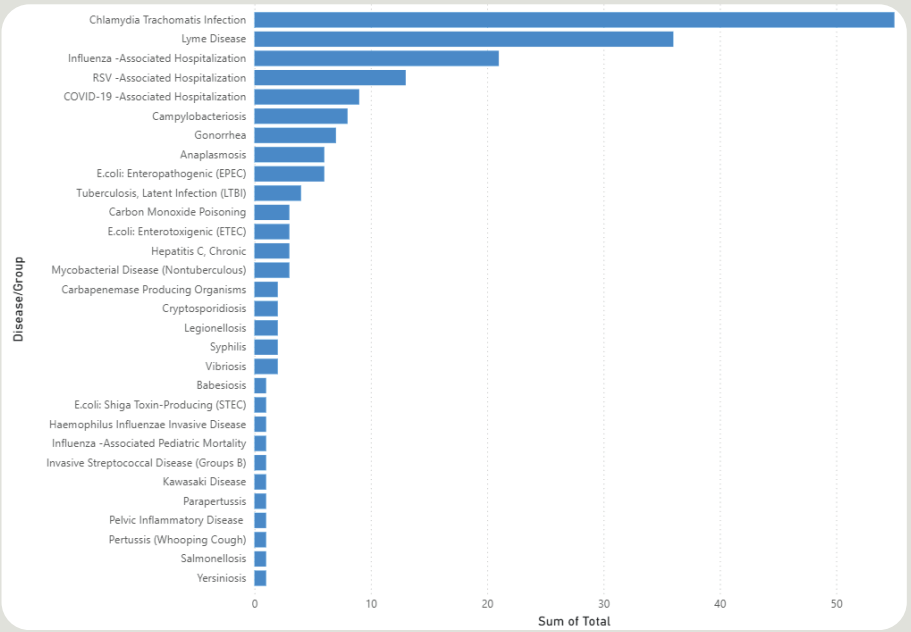
Recorded Communicable Diseases	2025 total
Adult Lead	1
Babesiosis	1
Campylobacteriosis	8
Carbapenemase Producing Organisms	2
Carbon Monoxide Poisoning	3
Chlamydia Trachomatis Infection	55
Coronavirus, Novel 2019 (COVID-19) - Associated Hospitalization	8
Cryptosporidiosis	2
Ehrlichiosis/ Anaplasmosis	6
Gonorrhea	7
Haemophilus Influenzae Invasive Disease	1
Hepatitis C	2
Influenza – Associated Hospitalization	20
Invasive Streptococcal Disease (Groups A And B)	1
Kawasaki Disease	1
Legionellosis	2
Lyme Disease	15
Lyme Disease, Erythema Migrans (EM) Rash	8
Mycobacterial Disease (Nontuberculous)	3
Parapertussis	1
Pathogenic E.coli	20
Pelvic Inflammatory Disease	1
Pertussis (Whooping Cough)	1
Respiratory Syncytial Virus (RSV) - Associated Hospitalization	14
Salmonellosis	1
Syphilis	2
Tuberculosis, Latent Infection (LTBI)	4
Vibriosis	1
Yersiniosis	1

Total # of Communicable Disease for 2025: 192

*2025 communicable disease totals do not include positive RSV, influenza, or COVID-19 cases, as these conditions are no longer reportable to public health unless they involve a hospitalization or death.

Communicable Disease Control

Communicable Disease Data Dashboard



STI Workgroup

The Brown County STI Workgroup is a collaborative, multidisciplinary team formed to address the rising rates of sexually transmitted infections (STIs) across the region. The workgroup brings together public health departments and community organizations, with the shared goal of improving prevention, early detection, treatment access, and community awareness surrounding STIs. The De Pere Health Department plays an active and engaged role within this workgroup. Through this involvement, the De Pere Health Department helps shape coordinated outreach campaigns, supports the development of consistent messaging for healthcare partners, and identifies opportunities for cross-department collaboration. The department also assists with community education efforts, promotes testing resources, and shares best practices observed within De Pere.

CD Surveillance Team

De Pere Health Department staff actively participate in the Brown County Communicable Disease (CD) Surveillance Team, a regional collaboration focused on monitoring, investigating, and responding to reportable infectious diseases. Through this partnership, staff contribute timely case follow-up, share local trends, and support coordinated response efforts across jurisdictions.

Chronic Disease & Injury Prevention

The De Pere Health Department works collaboratively with community partners to coordinate and implement chronic disease and injury prevention programs and services.

Child Passenger Safety Program

30
Car Seats Installed

15
Car Seat Installation Clinics

When properly installed and used, child safety seats significantly reduce the risk of injury and save lives. In fact, young children secured in these seats have an 80% lower risk of fatal injury compared to those who are unrestrained. The De Pere Health Department is committed to child passenger safety, with two certified Child Passenger Safety Technicians (CPSTs) available to provide education and assist with car seat and booster seat installation, and prenatal safety checks.

De Pere Health Department staff host twice monthly car seat installation clinics at De Pere Fire Rescue.



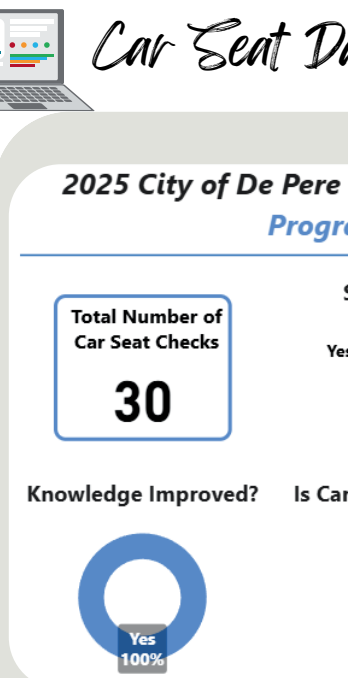


Beyond monthly car seat clinic programming, the department actively participates in injury prevention coalition efforts and partners with the Center for Childhood Safety to support their community events

Center for Childhood Safety

Education is also provided to parents and caregivers on the following topics:
Safe Sleep, car seat recalls, unused seatbelts, projectiles, heatstroke, best practice vs. state law, safety in and around cars, bulky clothing, and car seat next steps!

Car Seat Data Dashboard



Chronic Disease & Injury Prevention

Bike Helmet Fitting Program

18
Bike Rodeos

260
Bike Helmets Fit & Distributed

DPHD staff collaborated with city and community partners such as De Pere Police Department, De Pere Fire Rescue, De Pere Parks and Rec, St. Norbert College, and Definitely De Pere to provide bike helmet fittings at events such as Tour De Pere, National Night Out, De Pere Beer Gardens, De Pere Fire Rescue Open House, and Green Bay Packer Training Camp!



National Night Out



Packer Training Camp



Tour De Pere



De Pere Beer Gardens



Foxview Bike Rodeo



Fire Rescue Open House

Proper bike helmet fitting is critical to preventing serious head injuries and saving lives. A helmet that fits correctly provides maximum protection during a fall or crash, reducing the risk of traumatic brain injury by up to 85%. As a public health priority, ensuring that children wear properly fitted helmets promotes safe biking habits, reduces emergency care costs, and supports a healthier, more active community. The De Pere Health Department proudly partners with the De Pere Police Department, along with other community partners, to promote bicycle safety by educating children and ensuring proper helmet fitting at local bike rodeos. This collaboration helps create a fun, interactive environment where kids learn essential safety skills, reducing the risk of head injuries and encouraging lifelong safe biking habits

De Pere Health Department received a grant from the Regional Trauma Advisory Council (RTAC) for $2,000 to purchase youth bike helmets. Additional bike helmets were purchased using Preventive Health and Health Services (PHHS) Block Grant Program funds.

Chronic Disease & Injury Prevention

Chronic Disease Prevention Program



By the numbers!

DPHD Nurses hosted two GrapeVine community presentations in 2025 the topics of Self Care and Better Sleep.

GrapeVine is a community based chronic disease prevention program provided by the Wisconsin Women's Health Foundation (WWHF) dedicated to helping De Pere residents achieve their healthiest potential, at any age. DPHD nurses work directly with community members to share relevant and reliable education and support on a variety of health related topics.

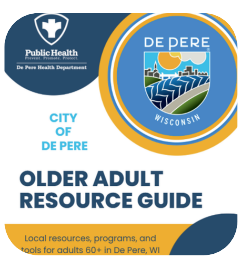


Fall Prevention

De Pere Health Department participates in several fall prevention and older adult health initiatives. We are part of the Brown County Fall Prevention Coalition, which continued its efforts in 2025 to reduce fall-related injuries among older adults by expanding community education, promoting evidence-based programs, and strengthening access to fall-prevention resources.

De Pere Health Department, along with De Pere Fire Rescue, also participates in the National Fire Protection Association (NFPA) Steps to Safety™ (S2S) Prevent Fire and Falls at Home program which pairs fire/EMS professionals with community partners, such as Public Health, to educate older adults about home fire and fall safety through group presentations and home visits. Any City of De Pere resident can request a Steps to Safety home visit with our De Pere Fire Rescue and De Pere Health Department staff. During the one-time visit, staff assess the home and habits for fall and fire risks including CO/smoke detector function (with replacement as needed), electrical cords, throw rugs, grab bars, health history, medications, and more.

Alongside this work, De Pere Health Department created and distributed the 2025 De Pere Older Adult Resource Guide, a comprehensive tool that helps residents learn about available community programs, home safety recommendations, and local fall-prevention opportunities. Together, these initiatives advance the county's broader fall-prevention goals by increasing awareness, improving access to services, and empowering older adults to remain safe and active in their homes and communities.



NFPA® STEPS TO SAFETY™ PREVENT FIRE & FALLS AT HOME



Chronic Disease & Injury Prevention

Adult Injury Prevention Program

BINGOcize®

Adult injury prevention programs, such as Bingocize, play a vital role in promoting health, independence, and quality of life for older adults. These programs combine physical activity with cognitive engagement, helping to improve strength, balance, and flexibility—key factors in reducing falls and related injuries. By preventing injuries before they occur, we not only protect individual well-being but also reduce healthcare costs and support aging adults in remaining active and connected within their communities.

Bingocize ® is an evidence-based socially engaging fall prevention program that combines exercise, health education, and the game of bingo. Bingocize continues to be a very popular injury prevention program for our older adult community.

Two Bingocize Measures from the Performance Management Dashboard!

1. Percent of participants who feel comfortable implementing at least one fall reduction measure after starting Bingocize. (checked answers and/or true of those who answered)
2. Percent of participants who rate their satisfaction with the quality of the Bingocize program as satisfied or very satisfied (checked of those who answered).

By the numbers!

In collaboration with De Pere Community Center, De Pere Health Department and Community Center staff hosted two Bingocize sessions in 2025!

Session One
Fall Prevention!
January - March
10 weeks - 30 participants!

Session Two
Nutrition!
September - November
10 weeks - 35 participants!





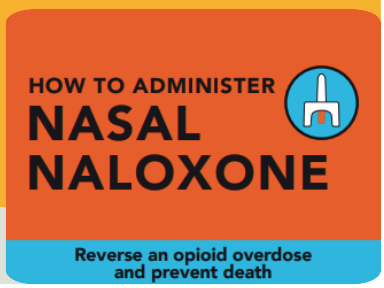


Chronic Disease & Injury Prevention

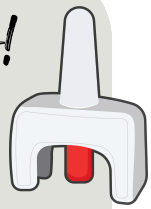
A Focus on Substance Use Prevention & Harm Reduction:

Naloxone Direct Program

The Naloxone Direct Program provides naloxone, an opioid overdose reversal medication, at no cost to eligible agencies for free distribution to people at risk for an opioid-related overdose and to people who may witness an opioid-related overdose.



By the numbers!



51

Individuals trained in Naloxone administration in 2025

5

Naloxone kits distributed to community members in 2025

Drug Disposal



Unused medications, especially opioids, stored at home increase the risk of accidental ingestion by children or pets, and misuse by those seeking to experiment. Many individuals who misuse prescription opioids report obtaining them from family or friends' leftover pills. The City of De Pere has a permanent drug take back site located inside De Pere City Hall.

Gun Lock Distribution



Gun locks physically block a firearm's trigger or barrel, greatly reducing the risk of accidental firing—especially in homes where children or inexperienced individuals may be present. DPHD staff provide free gun locks to residents at community outreach events.



Chronic Disease & Injury Prevention

A Focus on Substance Use Prevention & Harm Reduction
Brown County Coalition for Change

De Pere Health Department is an active member of the Brown County Coalition for Change, which seeks to foster health and resilience throughout Brown County by reducing the impact of substance use/misuse. The work of Brown County Coalition for Change supports the Beyond Health Brown County Community Health Improvement Plan (CHIP), which identifies mental health and substance use as top priorities. Objectives include reducing barriers to prevention and treatment services and increasing public knowledge around responsible consumption of alcohol.

The coalition improved coordination through new subgroups focused on Prevention, Recovery, Retention, and Section Yellow. Brown County Coalition for Change also sponsored the 3rd Annual Recovery Awareness and Memorial Walk, reinforcing community support for those affected by addiction and recovery. Major community gains in 2025 included continued and increased access to Narcan, fentanyl and xylazine test strips, medication lock boxes, and safe medication disposal options as well as the opening of a new behavioral health clinic at N.E.W. Community Clinic providing medication-assisted treatment (MAT). The coalition also strengthened community education around responsible alcohol consumption and sober alternatives. Section Yellow expanded its visibility through sober tailgates at Packer home games and the NFL Draft and increased its outreach with a new public Facebook page, Section Yellow Nation.



Chronic Disease & Injury Prevention

Strengthening Suicide Prevention through Coalition Partnerships

De Pere Health Department and De Pere Police Department are active members of the Brown County Coalition for Suicide Prevention (BCCFSP). In 2025, BCCFSP continued its commitment to promoting mental wellness, increasing community awareness, and expanding access to suicide prevention education throughout Brown County. The coalition delivered a wide range of evidence-based trainings, including 10 QPR Gatekeeper Trainings reaching 133 adults, a Table Talk session with 35 community members, a VA SAVE Training for 9 participants, and SOS (Signs of Suicide) programming for 303 eighth-grade students in the De Pere School District. To further build local capacity, BCCFSP awarded full scholarships for two members to complete QPR Train-the-Trainer certifications.

Beyond trainings, BCCFSP deepened community engagement through a broad range of awareness events and outreach activities that connected thousands of residents with mental health information and support. These included the Green Bandana Project at St. Norbert College, the Northeast Wisconsin Suicide Prevention Summit, the Bay Port SOS Color Run, the HOPE Walk in Ashwaubenon, the NWTC Resource Fair, the De Pere Senior Safety Expo, the Farmers Market on Broadway, the NAMI Walk, Trunk or Treat at the Howe Community Center, and the Festival of Trees at the National Railroad Museum. Be The Light Walk alone registered 1,423 participants, demonstrating the community's strong commitment to awareness and remembrance. Attendees at these events engaged directly with coalition members to learn about local mental health resources and suicide prevention strategies.

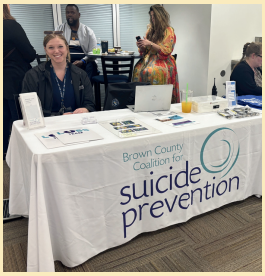
By the numbers!

(2) Mental Health First Aid Trainings (MHFA)

(38) Individuals Trained in MHFA

(1) DPHD sponsored instructor training in Youth Mental Health First Aid





Environmental Health Program

Licensing & Inspection, Food Safety Education, Pool Water Sampling, Health Hazard & Nuisance Complaint Investigation, Weights & Measures, Radon, and Lead Poisoning Prevention

The Environmental Health program protects community health and safety by conducting regulatory oversight of restaurants and retail food establishments, public swimming pools, lodging facilities, campgrounds and recreational/educational camps, tattoo and body-piercing establishments, and facilities that use weights and measures devices. In addition to regulatory duties, the program provides timely information and education to stakeholders on a wide range of environmental health concerns.

Licensing & Inspection Program

Total Inspections Conducted in 2025

By the numbers!

310 Total
Inspections

- 203 - Routine
- 43 - Pre-Inspections
- 64 – "Other" Inspections (follow up, complaint, etc)

By the numbers!

Pre-Inspections

- 21 – Lodging – TRHs (Airbnb, VRBO)
- 17 of the 21 were January thru April (ahead of the NFL draft)
- 17 - Food Facilities
- 4 – Body Art
- 1 – Swimming Pool

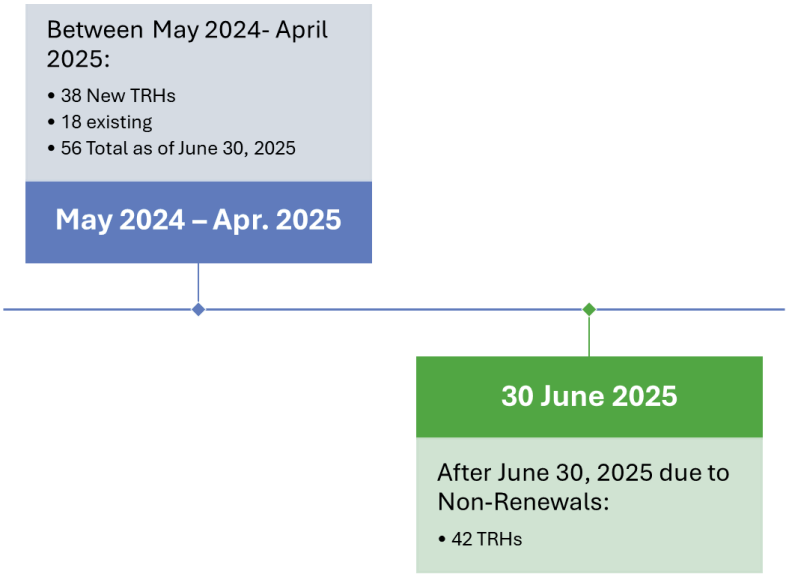
43 Total
Pre-Inspections

* Pre-Inspections are conducted for new businesses and during a Change of Owner.

Environmental Health Program

Lodging Update: The 2025 NFL Draft

In spring 2025, the Green Bay area hosted the NFL Draft, bringing a significant influx of visitors, temporary workers, and short-term residents to the region. This large-scale event generated increased activity across local public health systems as the community accommodated unprecedented tourism and temporary population growth. This unprecedented influx impacted short-term rental licensing and inspections as visualized below.



Licensing & Inspection for Special Events

"Special Events" – Any public event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, athletic event, show or other similar display which interferes with the usual flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the usual use of parks or other public grounds."

By the numbers!

The Sanitarian reviewed **47** Special Event applications in 2025. Retail Food stand inspections were conducted for the following:

- Celebrate De Pere
- De Pere Farmers Markets
- De Pere Beer Gardens
- Pink Flamingo
- Flocktoberfest

Environmental Health Program

Food Safety Education

Food safety education is a critical component of the De Pere Health Department's mission to protect and promote community health. By offering accessible, evidence-based guidance to residents, food service operators, and community organizations, the department helps reduce the risk of foodborne illnesses and promotes safe food handling practices across the community.

Community Food Safety Education

Senior Safety Expo

Let's Talk Turkey Collab with Festival Foods

School Food Service staff In-Service

West De Pere School District

Unified District of De Pere



This banner was put up over Reid Street during the month of March 2025!

Public Pool Water Samplings: Bacteriological Testing

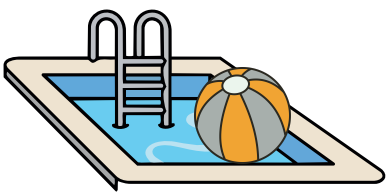
Routine pool water testing is an essential public health service that helps keep community members safe. Public pools, splash pads, and aquatic facilities are shared environments where contaminants can easily spread if water quality is not carefully monitored. By conducting regular testing, the health department ensures that disinfectant levels, pH, and overall water quality meet established safety standards.

Through an agreement with Brown County Public Health, pool water samples collected in De Pere are tested in their Environmental Health Laboratory.

By the numbers!

5 Seasonal pools
25 samples tested, 96% tested safe

9 Year-round pools
50 samples tested, 100% tested safe



Environmental Health Program

Health Hazards and Nuisance Complaints

The De Pere Health Department plays a vital role in protecting the well-being of the community, and one of the most important parts of that responsibility is responding promptly to health hazards and nuisance complaints. Each report, whether it involves unsafe living conditions, environmental concerns, or potential public health risks, offers an opportunity to prevent small problems from becoming larger ones.

By the numbers!

29 complaints were filed in SeeClickFix

- Pet waste
- # of Animals/Keeping of Animals
- Landlord tenant concerns
- Bedbugs
- Food establishment complaints

7 complaints filed directly with the Health Department

- Noise
- Keeping of Animals or pet waste
- Landlord tenant concerns

Weights & Measures

A municipality with a population over 5,000 must have a weights and measures program which enforces the provisions of WI Stat Chapter 98. In De Pere, the Health Department's Environmental Health Sanitarian is responsible for this program.

Purpose?

Consumer and Business Protection – The standards protect both buyers and sellers by ensuring devices are precise enough for fair trade without being prohibitively expensive to maintain.

How is this done?

Inspections are conducted to ensure accuracy of devices. For example, when you pump 10 gallons of gas, we ensure you are getting 10 gallons of gas. Or when you buy 1 lb of sliced ham at the grocery deli, you get 1 lb of ham.



Snapshot of Accuracy for 2025



Gas Pumps (retail motor fuel devices)

- 188 retail motor fuel devices tested
- 78% of devices were "within tolerance", meaning the equipment is functioning reliably and legally according to standards.
- 21% of devices were "out of tolerance", in the customer's favor
- 1% of devices were "rejected" due to mechanical malfunction

Small Capacity Scales (i.e. grocery store deli scales)

- 104 small capacity scales tested
- 97.2% of devices were "within tolerance", meaning the scales were functioning accurately and legally
- 2.8% of scales were "out of tolerance", in either the customer's favor or the business's favor

Notes: All devices that were out of tolerance or rejected were ordered for repair or service.

Environmental Health Program

86 222
Rn
Radon

What is Radon?

Often called an “invisible killer,” radon is an odorless, colorless, and tasteless gas that is harmful to people’s health. Radon comes naturally from the ground. It can accumulate inside any building without warning, causing risk to all that live inside. Fortunately, testing for radon and mitigation is available, and it saves lives.

Radon Education & Testing

The De Pere Health Department (DPHD), in collaboration with the Northeast Wisconsin Radon Information Center, provides radon test kits and promotes community awareness about radon exposure. The program focuses on increasing access to testing, offering education about interpreting results, and providing guidance on mitigation when elevated levels are found.
During the month of January, DPHD offered radon test kits free of charge to City of De Pere residents. Along with the kits, residents received education on how to test their homes, what the results mean, and the potential health impacts associated with radon exposure. This outreach supports early detection and encourages residents to take steps that reduce their long-term health risks.

By the numbers!

69

Radon Kits Provided to Residents throughout 2025

ODORLESS

COLORLESS

TASTELESS

CITY OF DE PERE
Health Department

PRESS RELEASE

January is Radon Action Month
De Pere Health Department Urges Residents to Test Their Homes for Radon

DE PERE - January is National Radon Action Month and De Pere Health Department is encouraging everyone in the City of De Pere to test their homes for radon.

According to the Wisconsin Department of Health Services, an estimated 1 in 10 homes in Wisconsin have high radon levels. Radon is a naturally occurring, radioactive gas that enters homes through gaps or cracks and can build up inside. Radon is the second leading cause of lung cancer and is estimated to cause approximately 21,000 deaths each year in the U.S. Because of the ways that radon and tobacco smoke damage the lungs, high radon levels are especially dangerous for people who smoke. Their risk of lung cancer is 10 times higher than non-smokers.

A person cannot see, smell, or taste radon. The only way to know if a person has high radon levels is to test for it. Home radon tests are simple and inexpensive – and can help save lives. Free short term radon test kits are available, for city residents, while supplies last. To obtain a free test kit this January, stop at the De Pere Health Department at 335 S. Broadway, De Pere or call (920) 339-4054.

High radon levels can be reduced by fixing the home and installing a radon mitigation system. Radon reduction work generally requires a trained professional. More than 100 radon mitigation contractors in Wisconsin are nationally certified to install mitigation systems if elevated radon levels are found. Thousands of systems are installed in existing homes in Wisconsin each year.

For additional information on local radon levels by zip code, how to test, the health risk, how to reduce radon levels in a house, or to find a certified radon mitigation contractor, look at the Wisconsin Department of Health Services website at www.lowradon.org.



This banner was put up over Reid Street during the month of January for Radon Awareness Month!

Environmental Health Program

Lead Poisoning Prevention Program



De Pere Health Department (DPHD) provides education to City of De Pere residents on the importance of preventing lead poisoning. Lead is a toxic heavy metal that can accumulate in the body—especially harmful to children under six—and even low levels can cause serious, long-lasting health issues when ingested or inhaled

A Year in Review:

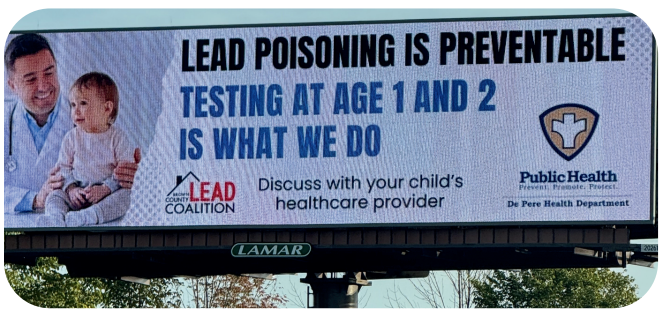
De Pere Health Department (DPHD) staff distributed universal testing campaign materials to health care providers, childcare centers, and schools throughout the City of De Pere, and also shared the information through social media. This outreach is essential for increasing the number of children who receive blood lead testing under the new universal testing requirements by ensuring that families, caregivers, and providers are aware of the updated guidelines and understand the importance of early lead screening, DPHD helps promote timely testing, early identification of exposure, and faster connection to appropriate follow-up services. This broad distribution strategy strengthens community awareness and supports higher testing rates across the city.



By the numbers!

7
De Pere Children With Capillary Blood Tests Greater than 3.5mcg/dL

418
De Pere children tested for elevated blood lead levels



We developed a digital billboard displaying the new universal lead testing recommendations, which ran continuously throughout the month of October on an electronic billboard overlooking Highway 41.

BROWN COUNTY LEAD COALITION

Lead Free KIDS for a Healthy Future

The De Pere Health Department is an active and committed participant in the Brown County Lead Coalition, a collaborative group dedicated to preventing childhood lead exposure, improving environmental health, and promoting safe housing throughout the region. The coalition brings together public health agencies, healthcare providers, housing partners, community organizations, and environmental health professionals to coordinate efforts, share data, and implement evidence-based strategies that reduce lead hazards in local homes and communities.

Maternal, Child, & Family Health

The De Pere Health Department works to strengthen policies and systems that support the health and wellbeing of infants, children, and families in our community. We do this by offering targeted outreach, providing educational opportunities, and building strong relationships with community partners who serve these populations.

Kress Library Picnic and Play

De Pere Health Department staff partners with the Kress Family Library and the De Pere Community Center to offer monthly educational presentations and newsletters on topics related to child growth and development, health promotion, and injury prevention. Recent presentation themes have included safe sleep practices, early childhood nutrition, developmental milestones, emotional regulation in young children, and seasonal safety tips.

By the numbers!

485

Children and Caregivers Reached!



Education & Outreach to Families

To welcome the newest members of our community and engage their families, the De Pere Health Department now includes a “Belonging Begins Here” infant onesie in the standard resource packet provided to families with a new baby. This effort is part of the department’s broader social connection initiative, “Belonging Begins Here.” The onesie serves as a small but meaningful gesture to foster a sense of belonging from the very beginning, helping families feel supported, connected, and celebrated. Welcoming newborns and ensuring their families have access to key resources strengthens social connection and contributes to a healthier, more connected community. This initiative is funded through the Wisconsin Department of Health Services (WI DHS) Title V Maternal and Child Health Services Block Grant.

By the numbers!

262

Families reached!



Maternal, Child, & Family Health

Lactation Support

De Pere Health Department supports the lactation needs of community residents by connecting families to trusted community partners who provide essential lactation services. The department is also committed to advancing organizational policies and creating supportive environments that promote breastfeeding. This includes increasing awareness, offering education, and highlighting the importance of breastfeeding and providing human milk for optimal infant growth and development.

New in 2025: The Milk Depot!

NEW



The Mothers' Milk Bank of the Western Great Lakes (Milk Bank WGL), and De Pere Health Department partner to provide a human milk drop-off depot to De Pere. This joint effort increases access for approved donors and families in the area, to donate lifesaving, critical nutrition for pediatric patients in need.

By the numbers!

5,650 oz.
(44 gallons)

*since opening May 6th, 2025

Brown County Breastfeeding Coalition

De Pere Health Department staff actively participate in and help lead the Brown County Breastfeeding Coalition. Through this involvement, staff collaborate with regional partners to promote breastfeeding-friendly policies, share best practices, and strengthen community support systems for lactating families. By contributing to coalition planning, implementation, and leadership activities, the department helps advance coordinated efforts that improve breastfeeding outcomes across Brown County. This engagement ensures that local families benefit from consistent, evidence-based guidance and a strong network of community resources.

BCBC BROWN COUNTY BREASTFEEDING COALITION



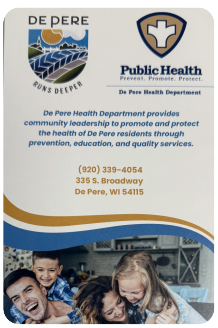
World Breastfeeding Week Event August 5th, 2025

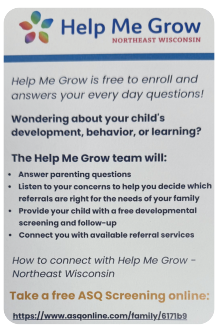
Maternal, Child, & Family Health

Developmental Screening: Why it Matters:

De Pere Health Department utilizes the Ages & Stages Questionnaires® (ASQ), a standardized, parent-completed developmental screening tool used to assess children from 1 month to 6 years of age. The ASQ evaluates key areas of early development, including communication, gross and fine motor skills, problem-solving abilities, and personal-social growth. Developmental screenings like the ASQ are essential because they help identify potential delays early, support timely intervention that promotes positive long-term outcomes, and strengthen family engagement by giving caregivers clear and actionable information about their child's development.

De Pere Health Department partners with Family and Childcare Resources of Northeast Wisconsin and Help Me Grow of Northeast Wisconsin to expand access to high-quality developmental screening tools for local families. Through these partnerships, families are provided convenient online access to the Ages & Stages Questionnaires (ASQ), allowing caregivers to complete screenings at home and receive timely follow-up and support. By working collaboratively with these community organizations, the department helps ensure that families can easily monitor their child's development, identify potential concerns early, and connect to appropriate resources. This coordinated approach strengthens developmental screening efforts across the region and enhances the overall support available to young children and their families.







By the numbers!

406

ASQ Developmental Screening Rack Cards given out in 2025

Early Childhood Developmental Screening Team

De Pere Health Department staff actively participate in, and help lead, the Early Childhood Developmental Screening Team in Brown County. Through this role, staff work collaboratively with a wide network of community partners to strengthen local developmental screening efforts and ensure families receive consistent, coordinated support. Key partners include Birth to 3, WIC, Family and Childcare Resources of N.E.W., Help Me Grow, and other early childhood service providers. Working together, these organizations share expertise, align screening practices, and streamline referral pathways so that children with developmental concerns can be identified early and connected to appropriate services. This collaboration enhances the overall system of care in Brown County and helps ensure families receive the comprehensive support they need to promote healthy early development.

Access & Linkage with Clinical Care

Public health plays a key role in helping people connect with clinical care. This includes making sure they know how to access services, supporting health coverage enrollment, and working with local providers to improve care coordination. Health departments do not provide all clinical services themselves but ensure community members can access the care they need to stay healthy and prevent disease.



De Pere Health Department in Action: Strengthening Access and Connections to Clinical Care

- Offering ***mobile, walk in and low cost vaccination*** for those who qualify. If community members are not eligible, referring them to local healthcare providers for this service.
- Leading/mobilizing health systems, insurers and community partners to collectively plan and implement coordinated strategies to increase access to care. ***(Pathways to Healthcare)***.
- Creating and maintaining ***resource guides*** for vulnerable populations.
- Promoting/offering ***developmental screenings*** and ensuring follow-up care when concerns are identified.
- Linking people to the appropriate providers for ***communicable disease follow-up and treatment***.

A Look to the Future

The health department looks forward to working with the City's GIS & Mapping Division to explore the feasibility in utilizing GIS mapping and hotspot analysis to identify areas of our community with the greatest barriers to care and prioritize those areas for outreach and program development.

By the numbers

51

Total number of health related referrals made to community agencies