



Common Council Regular Meeting Agenda

Tuesday, July 7, 2026 at 7:30 PM

Council Chambers and Virtual

In-Person Attendance:
City Hall Council Chambers
2nd Floor City Hall
335 S Broadway

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

Telephonic Meeting Access:
(866) 899-4679 -or- (312) 757-3117
Access Code: 154-883-28

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. 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

5. New Business

- A. Approval of the minutes of the June 16, 2026 Common Council meeting.
- B. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage/"Class C" Wine license for Nicolet Ale Works, LLC (DBA Nicolet Ale Works), 301 Main Av. Agent: Daena Rank, De Pere WI.
- C. 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 license.
 - ii. Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor licenses.

6. Resolutions

- A. Resolution #26-58 Authorizing Development Agreement Regarding Property Redevelopment with TPAMMT, LLC (303 Reid Street; Parcel No. WD-955). Tabled at June 16, 2026, meeting.
- B. Resolution #26-61 Authorizing Utility Easement for Wisconsin Public Service for De Pere Ice Arena electrical upgrades.
- C. Resolution #26-62 Authorizing First Amendment to Standard Agreement for

Professional Services with GRAEF-USA, Inc. (Design Specification Services for Voyageur Park dock system replacement).

- D. Resolution #26-63 Authorizing Southwest Park Field Use Agreement with Wisconsin United Football Club.
- E. Resolution #26-64 Authorizing First Amendment to Standard Agreement for Professional Services with SmithGroup (Downtown Master Plan Update).
- F. Resolution #26-65 Authorizing Development Agreement Regarding Property Redevelopment with New Land Enterprises LLC (west side of the 100 S Broadway Block), Tax Increment District No. 18, subject to final review and approval by City Attorney.

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

7. Future Agenda Items

8. 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

5.A

Request for Common Council Action

Meeting Date: July 7, 2026
Department: City Clerk
From: Carey Danen, City Clerk
Subject: Approval of the minutes of the June 16, 2026 Common Council meeting.
Recommendation: Motion to approve.

Attachments:
6-16-26 Common Council minutes_draft



Common Council

Regular Meeting

Draft Minutes

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

Tuesday, June 16, 2026

7:30 PM

Council Chambers/Virtual

1. Call to Order

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

2. Roll Call

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

3. Pledge of Allegiance

4. Approval of the Agenda

Mayor Boyd moved, seconded by Alderperson Ledvina to move item #7G to the end of the agenda. Upon vote, motion carried unanimously. Mayor Boyd then moved, seconded by Alderperson Kunding to approve the agenda as amended.

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

5. Public Comments

None.

6. Consent Agenda

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

- 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:

Aldersperson Perock moved, seconded by Aldersperson Gantz to award \$375 to each of the four applicants.

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

- 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.

Aldersperson Hansen moved, seconded by Aldersperson Nelson to approve staff's recommendation to waive the repayment of the prorated grant amount.

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| RESULT: | APPROVED 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, Dustin Thill, James Boyd |

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

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

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

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|----------------|-----------------------------------------------|
| RESULT: | APPROVED BY ROLL CALL VOTE [UNANIMOUS] |
|----------------|-----------------------------------------------|

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

- 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.

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

- 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.

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

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

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

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

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

- G. City Manager annual performance review.

Mayor Boyd moved, seconded by Alderperson Gantz to enter into closed session at 8:08 P.M. Upon roll call vote, motion carried unanimously. Mayor Boyd moved, seconded by Alderperson Gantz to return to regular order at 8:39 P.M. Upon roll call vote, motion carried unanimously.

8. Ordinances

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

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

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

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| 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, Dustin Thill, James Boyd |

9. Resolutions

Mayor Boyd moved, seconded by Alderperson Perock to suspend the rules and take up items #9A-I, K, and L together. Upon vote, motion carried unanimously. Mayor Boyd then moved, seconded by Alderperson Hansen to adopt items #9A-I, K, and L.

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

- 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).

| | |
|------------------|----------------------------------------------------------------------------------------------------------------------------------|
| RESULT: | TABLED [UNANIMOUS] |
| MOVER: | James Boyd |
| SECONDER: | Pamela Gantz |
| AYES: | Mike Eserkain, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, Dustin Thill, James Boyd |

- 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.

Health Director Chrystal Woller provided an overview of the public health framework and described ongoing efforts to strengthen departmental infrastructure. She outlined opportunities in the areas of licensing, inspection, and community engagement. The department continues to expand community mobilization efforts to better link programs and services. Foundational program areas include communicable disease control; chronic disease and injury prevention; environmental public health; maternal, child, and family health; and access to and linkage with clinical care.

Woller reported that the department has achieved designation as a Level III health department and recently completed its five-year strategic plan. They have also launched the Public Health Accrediting Board Pathways Recognition Program and established a system for program performance management.

She noted that the department is currently over capacity with the staffing level for the sanitarian position. Inspections include retail food establishments, restaurants and taverns, body art facilities, hotels, short-term rentals, pools, and recreational/educational camps. These inspections focus on health and safety, while weights and measures inspections focus on accuracy of gas pumps, scales, price scanners, and package weights. The department is exploring a shared service partnership for weights and measures to allow the sanitarian to focus on required health inspections.

Woller concluded by answering questions from Council members regarding vaccination rates and communicable disease trends.

11. Future Agenda Items

Aldersperson Hansen requested an update on the legal status of the transportation utility that previously came before the Board of Public Works.

12. Adjournment

Aldersperson Nelson moved, seconded by Aldersperson Gantz to adjourn the meeting at 8:40 P.M. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

5.B

Request for Common Council Action

Meeting Date: July 7, 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 Nicolet Ale Works, LLC (DBA Nicolet Ale Works), 301 Main Av. Agent: Daena Rank, De Pere WI.
Recommendation: Motion to approve.

Attachments:
Nicolet Ale Works

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 | \$ 30 - #210599 |
| Total Fees | \$ |

| | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------|
| Part A: Premises/Business Information | | | |
| 1. Legal Business Name (individual name if sole proprietorship) Nicolet Ale Works, LLC | | | |
| 2. Business Trade Name or DBA Nicolet Ale Works | | | |
| 3. FEIN 93-2742309 | | 4. Wisconsin Seller's Permit Number 456-1031697721-03 | |
| 5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization | | | |
| 6. State of Organization WI | | 7. Date of Organization 07/31/2023 | 8. Wisconsin DFI Registration Number WIN3SB028335454 |
| 9. Premises Address 301Main Avenue | | | |
| 10. City De Pere | | 11. State WI | 12. Zip Code 54115 |
| 13. County Brown | 14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: De Pere | | 15. Aldermanic District |
| 16. Premises Phone [REDACTED] | 17. Premises Email [REDACTED] | | 18. Website [REDACTED] |
| 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. Full scale brewery brewed fermented beverages onsite. Retail taproom and outdoor retail beer garden. See attached maps. | | | |
| 20. Mailing Address (if different from premises address) | | | |
| 21. City | | 22. State | 23. 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Law/Ordinance Violated | | Location | Trial Date |
| Penalty Imposed | | Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No | |

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

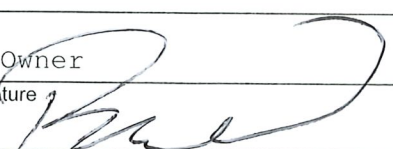
| Last Name | First Name | Title | Phone |
|-----------|------------|----------|------------|
| Rank | Benjamin | Co-Owner | [REDACTED] |
| Voss | Jeremy | Co-Owner | [REDACTED] |
| | | | |
| | | | |

Part D: Attestation

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

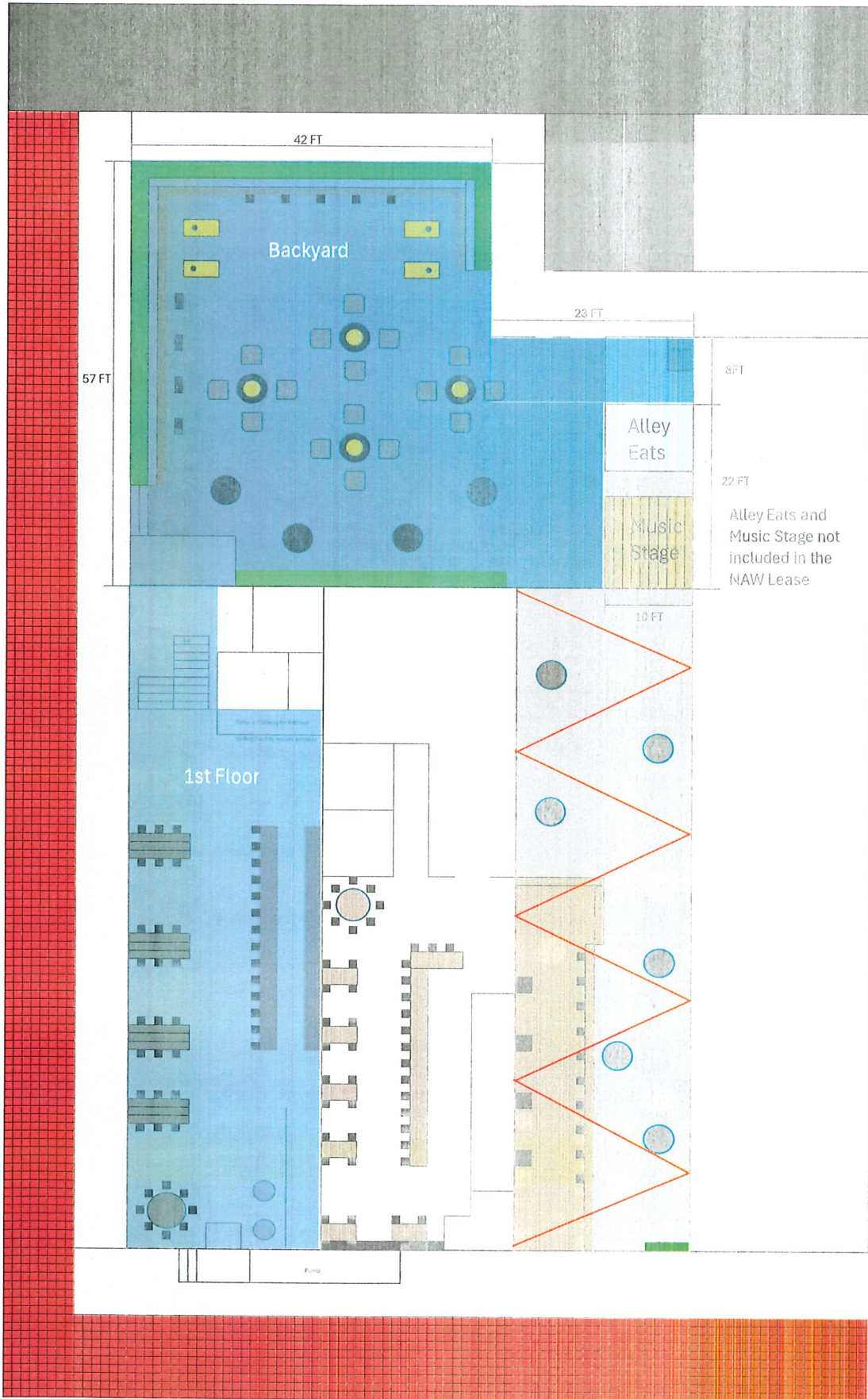
- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

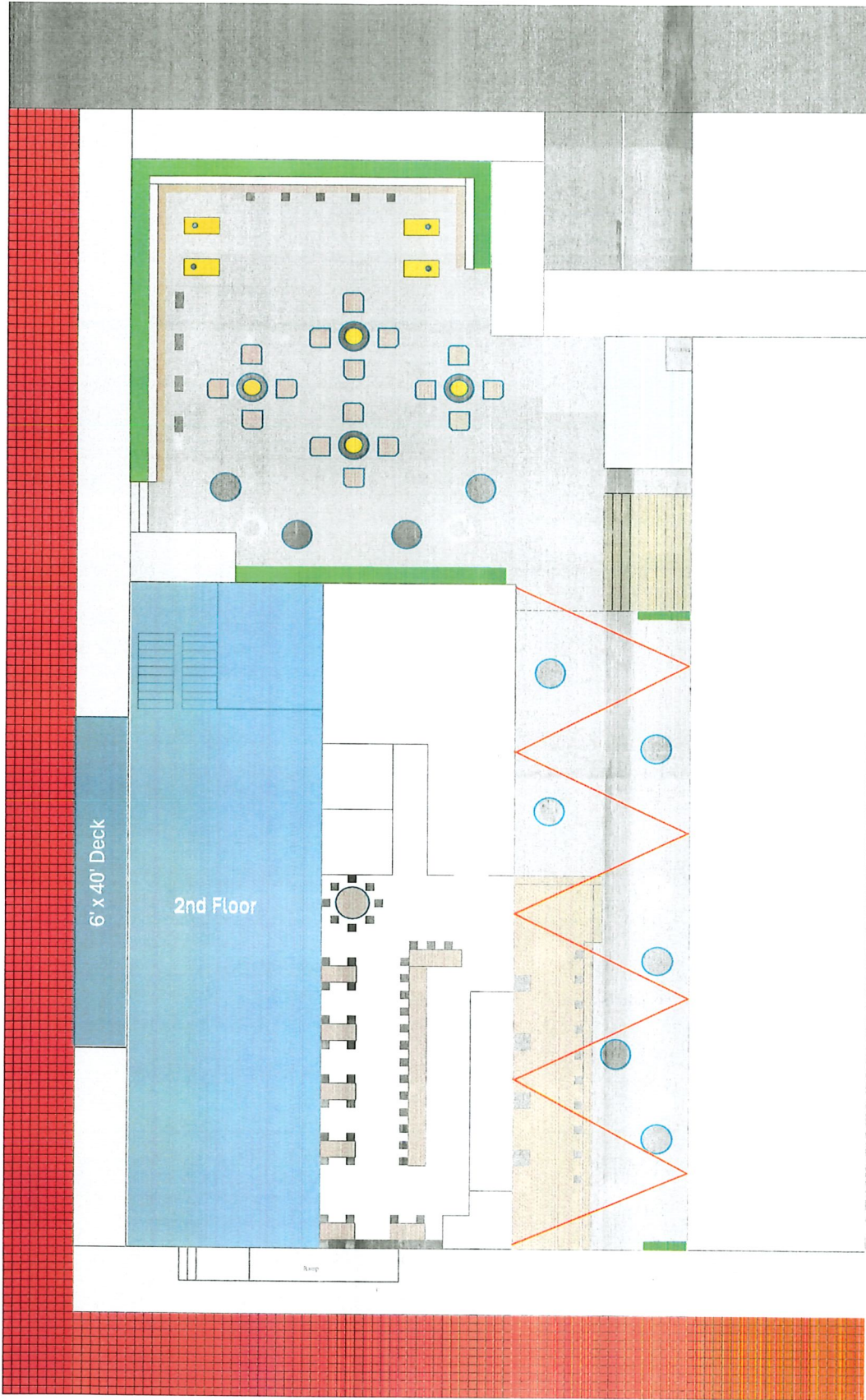
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and 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. |
| Rank | Benjamin | H. |
| Title | Email | Phone |
| Co-Owner | [REDACTED] | [REDACTED] |
| Signature  | Date | |
| | 6/22/26 | |

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) | |





Alcohol Beverage
Appointment of Agent

Date
6/19/2026

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)
Nicolet Ale Works, LLC

2. Business Trade Name or DBA

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

4. Alcohol Beverage Business Authorization (check one) 5. If successor agent, provide State Permit or Municipal Retail License Number

Municipal Retail License State Permit

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.

Rank Daena L.

4. Email 5. Phone

[Redacted] [Redacted]

6. Home Address

1701 Sunnyside Lane

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] Wisconsin

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 Rank | | First Name Benjamin | M.I. H. |
| Title Co. owner | Email [REDACTED] | Phone [REDACTED] | |
| Signature [Handwritten Signature] | | Date 6/19/26 | |

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 Rank | | First Name Daena | M.I. L. |
| Signature [Handwritten Signature] | | Date 6-19-26 | |



Request for Common Council Action

Meeting Date: July 7, 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:

These establishments missed the application deadline prior to the end of the 2025-2026 licensing period, and have therefore paid the required \$15 fee to obtain a provisional license until their applications can be reviewed and approved.

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

5.C.i

Request for Common Council Action

Meeting Date: July 7, 2026
Department: City Clerk
From: Carey Danen, City Clerk
Subject: Class "A" Fermented Malt Beverage/"Class A" Intoxicating
Liquor license.
Recommendation: Motion to approve.

1. Braj Convenience Stores, LLC (DBA Main Ave BP), 1501 Main Av. Agent:
Basudev Adhikari, Kohler WI.

Attachments:
Main Ave BP

Alcohol Beverage License Application

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

Application Type (check one)

Initial (New) Renewal

| <p>License(s) Requested: (up to two boxes may be checked)</p> <p><input checked="" type="checkbox"/> Class "A" Beer \$ _____ Class "B" Beer \$ _____</p> <p><input checked="" type="checkbox"/> "Class A" Liquor \$ _____ <input type="checkbox"/> Regular "Class B" Liquor \$ _____</p> <p><input type="checkbox"/> "Class A" Liquor (cider only) \$ _____ <input type="checkbox"/> Reserve "Class B" Liquor \$ _____</p> <p><input type="checkbox"/> "Class C" Liquor (wine only) \$ _____ <input type="checkbox"/> Above-Quota "Class B" Liquor \$ _____</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Fees</th> </tr> <tr> <td>License Fee(s)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Background Check Fee</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Publication Fee</td> <td style="text-align: right;">\$30.00</td> </tr> <tr> <td>Total Fees</td> <td style="text-align: right;">\$30</td> </tr> </table> | Fees | | License Fee(s) | \$ | Background Check Fee | \$ | Publication Fee | \$30.00 | Total Fees | \$30 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|----------------|----|----------------------|----|-----------------|---------|-------------------|-------------|
| Fees | | | | | | | | | | | |
| License Fee(s) | \$ | | | | | | | | | | |
| Background Check Fee | \$ | | | | | | | | | | |
| Publication Fee | \$30.00 | | | | | | | | | | |
| Total Fees | \$30 | | | | | | | | | | |

0/10/20

Att 210521

Part A: Premises/Business Information

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 1. Legal Business Name (Individual name if sole proprietorship) BRAJ CONVENINCE STORES LLC | | |
| 2. Business Trade Name or DBA MAIN AVE BP | | |
| 3. FEIN 87-2994424 | 4. Wisconsin Seller's Permit Number 456-1030831605-04 | |
| 5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization | | |
| 6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? <input type="checkbox"/> Yes <input type="checkbox"/> 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 10/07/2021 | 9. Wisconsin DFI Registration Number |
| 10. Premises Address 1501 main Ave | | |
| 11. City De Pere | 12. State WI | 13. Zip Code 54115 |
| 14. County Brown | 15. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: De Pere | 16. Aldermanic District |
| 17. Premises Phone [REDACTED] | 18. Premises Email [REDACTED] | 19. Website NONE |
| 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. <input type="checkbox"/> | | |
| 21. Mailing Address (if different from premises address) 916 Mulberry Ln | | |
| 22. City Kohler | 23. State WI | 24. Zip Code 53044 |

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? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Law/Ordinance Violated | Location | Trial Date |
| Penalty Imposed | Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> 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.

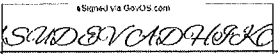
(For corporations, limited liability companies, and nonprofit organizations only) I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

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 ADHIKARI | | First Name BASUDEV | M.I. |
| Title MEMBER | Email [REDACTED] | Phone [REDACTED] | |
| Signature  | | Date 06-18-2026 | |

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) | |

Alcohol Beverage License Application

Appendix A - List of Persons Involved in the Applicant Business

| | |
|--------------------------------------------|---------------------------------------------|
| Application Type <i>(check one)</i> | |
| <input type="checkbox"/> Initial (New) | <input checked="" type="checkbox"/> Renewal |
| License Period <u>2026-27</u> | |

| | |
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| Instructions | *Status Definitions |
| <p>This form is required supplemental material to Form AB-200, Alcohol Beverage License Application, for new and renewal applications.</p> <p>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:</p> <ul style="list-style-type: none"> • 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 <p>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.</p> <p>Each person holding a title named above must submit the most accurate Form AB-100 with this application.</p> <p>Corporations, nonprofit organizations, and limited liability companies must submit the most accurate Form AB-101 with this application.</p> | <p>New: All entries on a new application or any person added to a renewal application for the first time.</p> <p>Remove: This person no longer has a relationship to the applicant business.</p> <p>Update: There are changes to this person's personal or contact information, or their relationship to the applicant business.</p> <p>No Change: There are no changes to this person's personal or contact information, or their relationship to the applicant business.</p> |
| 1. Legal Business Name (individual name if sole proprietorship) BRAJ CONVENIENCE STORES LLC | |
| 2. Business Trade Name or DBA MAIN AVE BP | 3. FEIN 87-2994424 |

| Listing of Persons Involved in Applicant Business | | | | | |
|---------------------------------------------------|-----------|------------------------------------------|--------------|-------|---------|
| First Name and Middle Initial | Last Name | Title/Relationship to Applicant Business | Phone Number | Email | Status* |
| BASUDEV | ADHIKARI | MEMBER | | | CITIZEN |
| RAJENDRAMANI | BHANDARI | MEMBER | | | WORK |
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Alcohol Beverage Appointment of Agent

Date
06182025

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)
BRAJ CONVENINCE STORES LLC

2. Business Trade Name or DBA
MAIN AVE 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: ADHIKARI 2. First Name: BASUDEV 3. M.I.

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

6. Home Address
916 MULBERRY LN

7. City: KOHLER 8. State: WI 9. Zip Code: 53044 10. Age: 46 YRS

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.

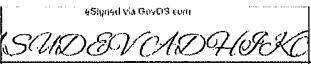
2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? Yes No

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 ADHIKARI | | First Name BASUDEV | M.I. |
| Title MEMBER | Email [REDACTED] | Phone [REDACTED] | |
| Signature  <small>eSigned via Gov03.com Key: 33e6c6d4-4307-ab1f-64ee-971e6077</small> | | Date 06/18/2026 | |

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 ADHIKARI | | First Name BASUDEV | M.I. |
| Signature BA | | Date | |



City of De Pere, Wisconsin

5.C.ii

Request for Common Council Action

Meeting Date: July 7, 2026
Department: City Clerk
From: Carey Danen, City Clerk
Subject: Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor licenses.
Recommendation: Motion to approve.

1. Colombian Flavors, LLC (DBA Colombian Flavors), 365 Main Av Suite D. Agent: Luz Barajas, Green Bay WI.
2. Lucky Lotus AF, Inc. (DBA Lucky Lotus Asian Fusion), 101 Fort Howard Av. Agent: Tori Maass, Little Chute WI.
3. Nicky's Lionhead Tavern and Grille (DBA Nicky's Lionhead Tavern and Grille), 331 Main Av. Agent: Tom Nick, Green Bay WI.

Attachments:

Colombian Flavors LLC, Lucky Lotus Asian Fusion, Nicky's Lionhead Tavern and Grille

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 Barajau | First Name Luz | M.I. E |
| Title owner | Email [REDACTED] | Phone [REDACTED] |
| Signature Luz E Barajau | | Date 6/23/26 |

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) | |

Alcohol Beverage License Application

Appendix A - List of Persons Involved in the Applicant Business

| | |
|--------------------------------------------|----------------------------------|
| Application Type <i>(check one)</i> | |
| <input type="checkbox"/> Initial (New) | <input type="checkbox"/> Renewal |
| License Period | |

| Instructions | *Status Definitions |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>This form is required supplemental material to Form AB-200, Alcohol Beverage License Application, for new and renewal applications.</p> <p>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:</p> <ul style="list-style-type: none"> • 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 <p>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.</p> <p>Each person holding a title named above must submit the most accurate Form AB-100 with this application.</p> <p>Corporations, nonprofit organizations, and limited liability companies must submit the most accurate Form AB-101 with this application.</p> | <p>New: All entries on a new application or any person added to a renewal application for the first time.</p> <p>Remove: This person no longer has a relationship to the applicant business.</p> <p>Update: There are changes to this person's personal or contact information, or their relationship to the applicant business.</p> <p>No Change: There are no changes to this person's personal or contact information, or their relationship to the applicant business.</p> |
| 1. Legal Business Name (individual name if sole proprietorship) | |
| 2. Business Trade Name or DBA | 3. FEIN |

| Listing of Persons Involved in Applicant Business | | | | | |
|---------------------------------------------------|-----------|------------------------------------------|--------------|-------|---------|
| First Name and Middle Initial | Last Name | Title/Relationship to Applicant Business | Phone Number | Email | Status* |
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Alcohol Beverage Appointment of Agent

| | |
|-------------------------------------------------------|----------------------------------------------------------------------------|
| Agent Type <i>(check one)</i> | |
| <input checked="" type="checkbox"/> Original (no fee) | <input type="checkbox"/> Successor (\$10 fee for municipal licensees only) |

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Part A: Business Information | |
| 1. Legal Business Name (individual name if sole proprietor) Colombian Flavors LLC, | |
| 2. Business Trade Name or DBA | |
| 3. Entity Type <i>(check one)</i> <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization | |
| 4. Alcohol Beverage Business Authorization <i>(check one)</i> <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit | 5. If successor agent, provide State Permit or Municipal Retail License Number 456103148895402 |
| 6. Describe the reason for appointing a successor agent, if successor is checked above. | |

| | | | |
|----------------------------------------------------|----------------------|---------------------------------------------------------------|---------------------------------|
| Part B: Agent Information | | | |
| 1. Last Name Barajas | 2. First Name Luz | 3. M.I. E | |
| 4. Email [REDACTED] | | 5. Phone [REDACTED] | |
| 6. Home Address 510 4TH Street | | | |
| 7. City Green Bay | 8. State WI | 9. Zip Code 54304 | 10. Date of Birth [REDACTED] |
| 11. Driver's License/State ID Number [REDACTED] | | 12. Driver's License/State ID State of Issuance [REDACTED] | |

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Part C: Agent Questions | |
| 1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> (licensee) or Form AB-300, <i>Alcohol Beverage Personal Questionnaire</i> (permittee)? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Have you been a Wisconsin resident for at least 90 continuous days? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 Barajas | | First Name Luz | | M.I. E |
| Title owner | Email [REDACTED] | | Phone [REDACTED] | |
| Signature | | | Date 06/17/26 | |

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 Barajas | | First Name Luz | | M.I. E |
| Signature | | | Date 06/17/26 | |

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 Maass | | First Name Tori | | M.I. L |
| Title owner | Email [REDACTED] | | Phone [REDACTED] | |
| Signature Tori Maass | | | Date 6/16/2020 | |

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 <i>(check one)</i> | |
| <input type="checkbox"/> Initial (New) | <input checked="" type="checkbox"/> 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) | Lucky Lotus AF, Inc |
| 2. Business Trade Name or DBA | Lucky Lotus Asian Fusion |
| 3. FEIN | 39-4204822 |

Listing of Persons Involved in Applicant Business

| First Name and Middle Initial | Last Name | Title/Relationship to Applicant Business | Phone Number | Email | Status* |
|-------------------------------|-----------|------------------------------------------|--------------|------------|------------------|
| Tori L | Maass | Owner + Agent | [REDACTED] | [REDACTED] | No Change Update |
| Alison C | Porter | President | [REDACTED] | [REDACTED] | Update |
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Alcohol Beverage Appointment of Agent

Date 6/16/24

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| Agent Type (check one) | |
| <input type="checkbox"/> Original (no fee) | <input type="checkbox"/> Successor (\$10 fee for municipal licensees only) |

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Part A: Business Information | |
| 1. Legal Business Name (individual name if sole proprietor) <p style="text-align: center;"><u>Lucky Lotus AF, Inc</u></p> | |
| 2. Business Trade Name or DBA <p style="text-align: center;"><u>Lucky Lotus Asian Fusion</u></p> | |
| 3. Entity Type (check one) <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization | |
| 4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> 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 <u>Maass</u> | 2. First Name <u>Toni</u> | 3. M.I. <u>L</u> | |
| 4. Email [REDACTED] | | 5. Phone [REDACTED] | |
| 6. Home Address <u>935 W Elm Dr</u> | | | |
| 7. City <u>Little Chute</u> | 8. State <u>WI</u> | 9. Zip Code <u>54140</u> | 10. Date of Birth [REDACTED] |
| 11. Driver's License/State ID Number [REDACTED] | | 12. Driver's License/State ID State of Issuance <u>WI</u> | |

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Part C: Agent Questions | |
| 1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> (licensee) or Form AB-300, <i>Alcohol Beverage Personal Questionnaire</i> (permittee)? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Have you been a Wisconsin resident for at least 90 continuous days? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 <i>Maass</i> | First Name <i>Tori</i> | M.I. <i>L</i> |
| Title <i>owner</i> | Email [REDACTED] | Phone [REDACTED] |
| Signature <i>Tori Maass</i> | | Date <i>6/16/24</i> |

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 <i>Maass</i> | First Name <i>Tori</i> | M.I. <i>L</i> |
| Signature <i>Tori Maass</i> | | Date <i>6/16/24</i> |

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 <i>Nick</i> | | First Name <i>Tom</i> | | M.I. |
| Title <i>Co-Owner</i> | | Email | Phone | |
| Signature <i>Thomas M. Nick</i> | | | Date <i>6/10/24</i> | |

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 <i>(check one)</i> | |
| <input type="checkbox"/> Initial (New) | <input type="checkbox"/> Renewal |
| License Period | |

| Instructions |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>This form is required supplemental material to Form AB-200, Alcohol Beverage License Application, for new and renewal applications.</p> <p>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:</p> <ul style="list-style-type: none"> 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 <p>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.</p> <p>Each person holding a title named above must submit the most accurate Form AB-100 with this application.</p> <p>Corporations, nonprofit organizations, and limited liability companies must submit the most accurate Form AB-101 with this application.</p> |
| 1. Legal Business Name (individual name if sole proprietorship) |
| 2. Business Trade Name or DBA |
| 3. FEIN |

| *Status Definitions |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>New: All entries on a new application or any person added to a renewal application for the first time.</p> <p>Remove: This person no longer has a relationship to the applicant business.</p> <p>Update: There are changes to this person's personal or contact information, or their relationship to the applicant business.</p> <p>No Change: There are no changes to this person's personal or contact information, or their relationship to the applicant business.</p> |

| Listing of Persons Involved in Applicant Business | | | | | |
|---------------------------------------------------|-----------|------------------------------------------|--------------|-------|---------|
| First Name and Middle Initial | Last Name | Title/Relationship to Applicant Business | Phone Number | Email | Status* |
| Thomas M | Nick | | | | |
| John R | Nick | | | | |
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Alcohol Beverage Appointment of Agent

Date

| | |
|-------------------------------------------------------|----------------------------------------------------------------------------|
| Agent Type (check one) | |
| <input checked="" type="checkbox"/> Original (no fee) | <input type="checkbox"/> Successor (\$10 fee for municipal licensees only) |

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Part A: Business Information | |
| 1. Legal Business Name (individual name if sole proprietor) <i>Nicky's Lionhead Tavern and Grille</i> | |
| 2. Business Trade Name or DBA <i>Same as Above</i> | |
| 3. Entity Type (check one) <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization | |
| 4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> 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 <i>Nick</i> | 2. First Name <i>Tom</i> | 3. M.I. | |
| 4. Email [REDACTED] | | | |
| 6. Home Address <i>5029 Edgewood Beach Rd</i> | | | |
| 7. City <i>Green Bay</i> | 8. State <i>WI</i> | 9. Zip Code <i>54311</i> | 10. Date of Birth [REDACTED] |
| 11. Driver's License/State ID Number [REDACTED] | | 12. Driver's License/State ID State of Issuance <i>Wisconsin</i> | |

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Part C: Agent Questions | |
| 1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> (licensee) or Form AB-300, <i>Alcohol Beverage Personal Questionnaire</i> (permittee)? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 <i>Nick</i> | | First Name <i>Thomas</i> | | M.I. <i>M</i> |
| Title <i>Coowner</i> | Email [REDACTED] | | Phone [REDACTED] | |
| Signature <i>Thomas M. Nick</i> | | | Date <i>6/10/2026</i> | |

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 <i>Nick</i> | | First Name <i>Thomas</i> | | M.I. <i>M</i> |
| Signature <i>Thomas M. Nick</i> | | | Date <i>6/10/2026</i> | |



Request for Common Council Action

Meeting Date: July 7, 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). Tabled at June 16, 2026, meeting.
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 7th day of July, 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:

| <u>Tax Parcel</u> | <u>Address</u> | <u>Acres</u> | <u>Assessed Value</u> |
|-------------------|----------------|--------------|-----------------------|
| 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

Development Agreement
Page 3 of 31

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.

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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



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 representation or warranty, of the information contained in or comprising this map. LA 07/2026

WD-955 Parcel

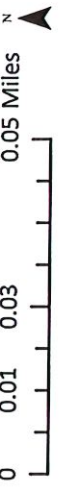


EXHIBIT A-1

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



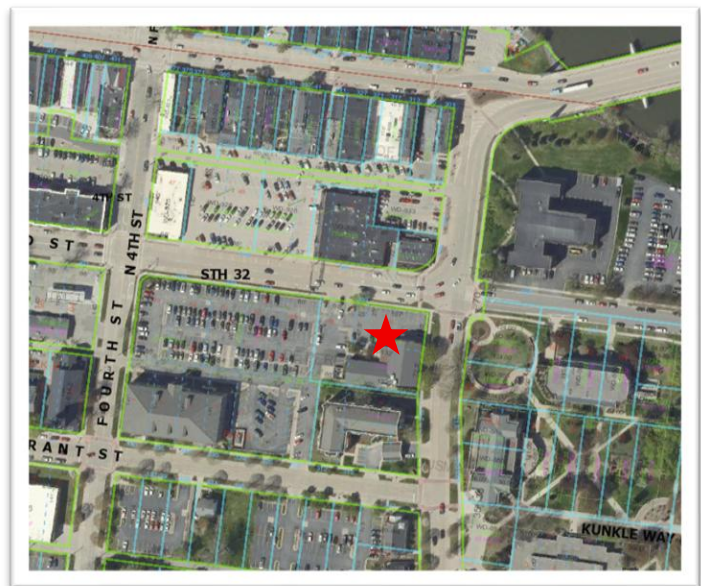
To: Mayor James Boyd
Finance and Personnel Committee
From: Quasan Shaw, Economic Development Planner
Date: March 10, 2026

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:







Request for Common Council Action

Meeting Date: July 7, 2026
Department: Parks, Recreation & Forestry
From: Marty Kosobucki, Parks, Recreation and Forestry Director
Subject: Resolution #26-61 Authorizing Utility Easement for Wisconsin Public Service for De Pere Ice Arena electrical upgrades.
Recommendation: Board of Park Commissioners recommend approval.

The Board of Park Commissioners, at the June 18, 2026 meeting, approved the easement with WPS for the De Pere Ice Arena electrical upgrades. The motion passed unanimously with a 5-0 vote.

Attachments:
Reso26-61, Updated Easement_City of De Pere_3500493-Redline accepted,
Memo.WPSeasement.Icearena

RESOLUTION #26-61

AUTHORIZING UTILITY EASEMENT FOR WISCONSIN PUBLIC SERVICE
(Fort Howard Avenue; Parcel Nos. WD-73 & WD-73-1)

WHEREAS, in order to complete construction and boring for new transmission lines to the electrical feeds for the De Pere Ice Arena, Wisconsin Public Service is in need of a 12-foot-wide utility easement for construction, repair and maintenance, pursuant to the terms and conditions of the attached Easement; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the City Manager and City Clerk to execute the attached Easement to allow access to Wisconsin Public Service to complete construction and subsequent repair and maintenance of new transmission lines.

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 7th day of July, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board Approval: 06/18/2026

3344877

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **The City of De Pere, a Wisconsin Municipal Corporation** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lot 100 of Assessor's Subdivision, City of Nicolet (now city of De Pere), **Part of Private claim 27, West Side of Fox River, City of De Pere, County of Brown, State of Wisconsin**, as shown on the *attached Exhibit "A"*.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number
(PIN)

WD-73 & WD-73-1

1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Indemnification:** Grantee hereby agrees to indemnify, defend, and hold harmless the Grantor, 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 in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Grantee or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, 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 Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Grantee shall reimburse the Grantor, 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. This indemnity provision shall survive the termination or expiration of this Easement.
7. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
8. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
9. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

The City of De Pere, a Wisconsin Municipal Corporation

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE)

OF _____)SS

COUNTY)

OF _____

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ **The City of De Pere, a Wisconsin Municipal Corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same.

Sign Name

Print Name

Notary Public, State of

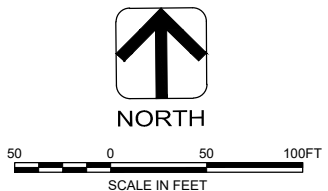
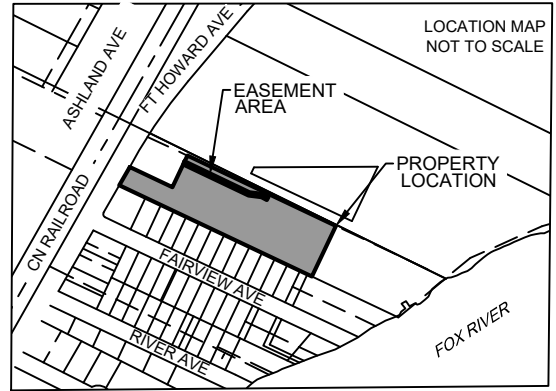
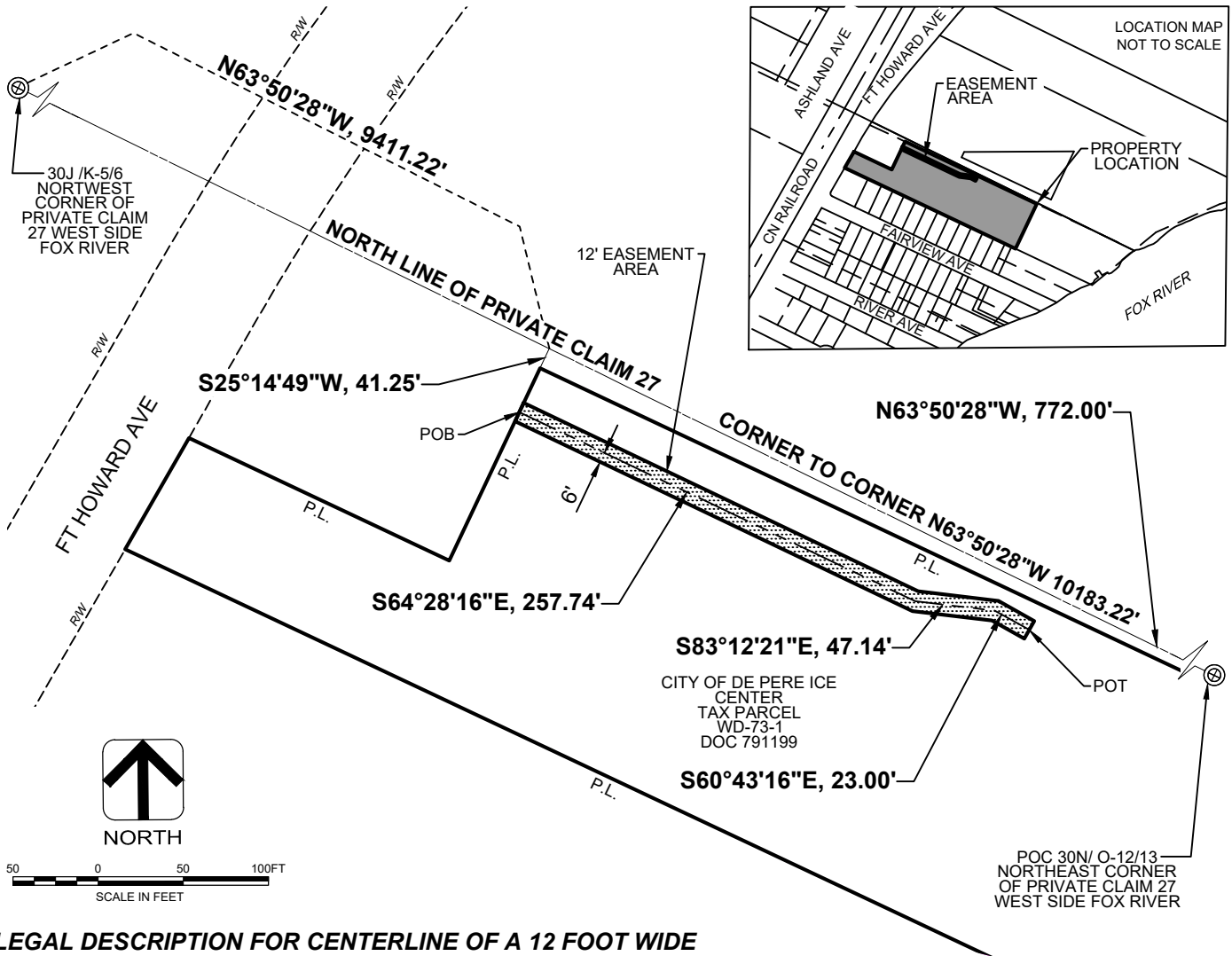
My Commission expires:

This instrument drafted by: Ashley Kohn
Wisconsin Public Service Corporation

| REMS Entity ID | WR Number | Document ID | REMS Formatted Number |
|----------------|--------------|-------------|-----------------------|
| 1494933 | WMIS-3500493 | 3344877 | INT11-494-933 |

EASEMENT MAP (EXHIBIT "A")

Part of Lot 100 of Assessor's Subdivision, City of Nicolet (now city of De Pere), Part of Private Claim 27, West Side of Fox River, City of De Pere, County of Brown, State of Wisconsin.



LEGAL DESCRIPTION FOR CENTERLINE OF A 12 FOOT WIDE EASEMENT

Commencing at the Northeast Corner of Private Claim 27 West Side Fox River;
 Thence N63°50'28"W, along the North line of Private Claim 27 West Side Fox River, a distance of 772.00 feet;
 Thence S25°14'49"W, a distance of 41.25 feet to a point lying on the Northwest property line of Tax Parcel WD-73-1 and to the **POINT OF BEGINNING**;
 Thence S64°28'16"E, a distance of 257.74 feet;
 Thence S83°12'21"E, a distance of 47.14 feet;
 Thence S60°43'16"E, a distance of 23.00 feet and to the **POINT OF TERMINATION**.

| | |
|-----------------------|-----------------------|
| SECTION CORNER | ⊕ |
| EXISTING EASEMENTS | ----- |
| EASEMENT AREA | |
| EXISTING RIGHT OF WAY | - - - - - R/W |
| EASEMENT CENTERLINE | ----- P.L. |
| OWNER'S PROPERTY LINE | ===== |
| MINOR LOT LINE | ----- |
| SECTION LINE | ----- |
| POC | POINT OF COMMENCEMENT |
| POB | POINT OF BEGINNING |
| POT | POINT OF TERMINATION |

THIS DOCUMENT IS FOR THE USE OF WISCONSIN PUBLIC SERVICE CORPORATION. WISCONSIN PUBLIC SERVICE CORPORATION DISCLAIMS ALL WARRANTIES BOTH EXPRESS AND IMPLIED. USE BY ANYONE OTHER THAN WISCONSIN PUBLIC SERVICE CORPORATION IS AT THEIR OWN RISK.

jt ENGINEERING
 REAL TRUSTED PROVIDER
 1077 CENTENNIAL CENTRE BLVD.
 HOBART WI, 54155
 (920) 468-4771

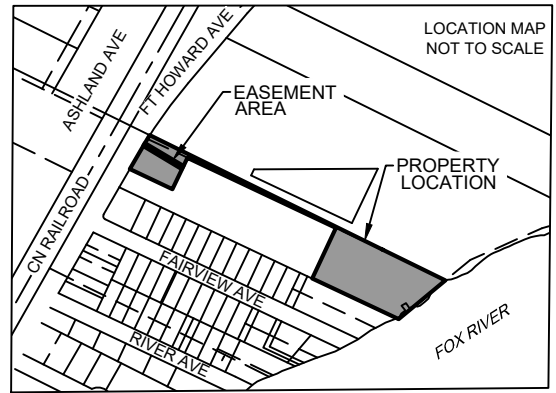
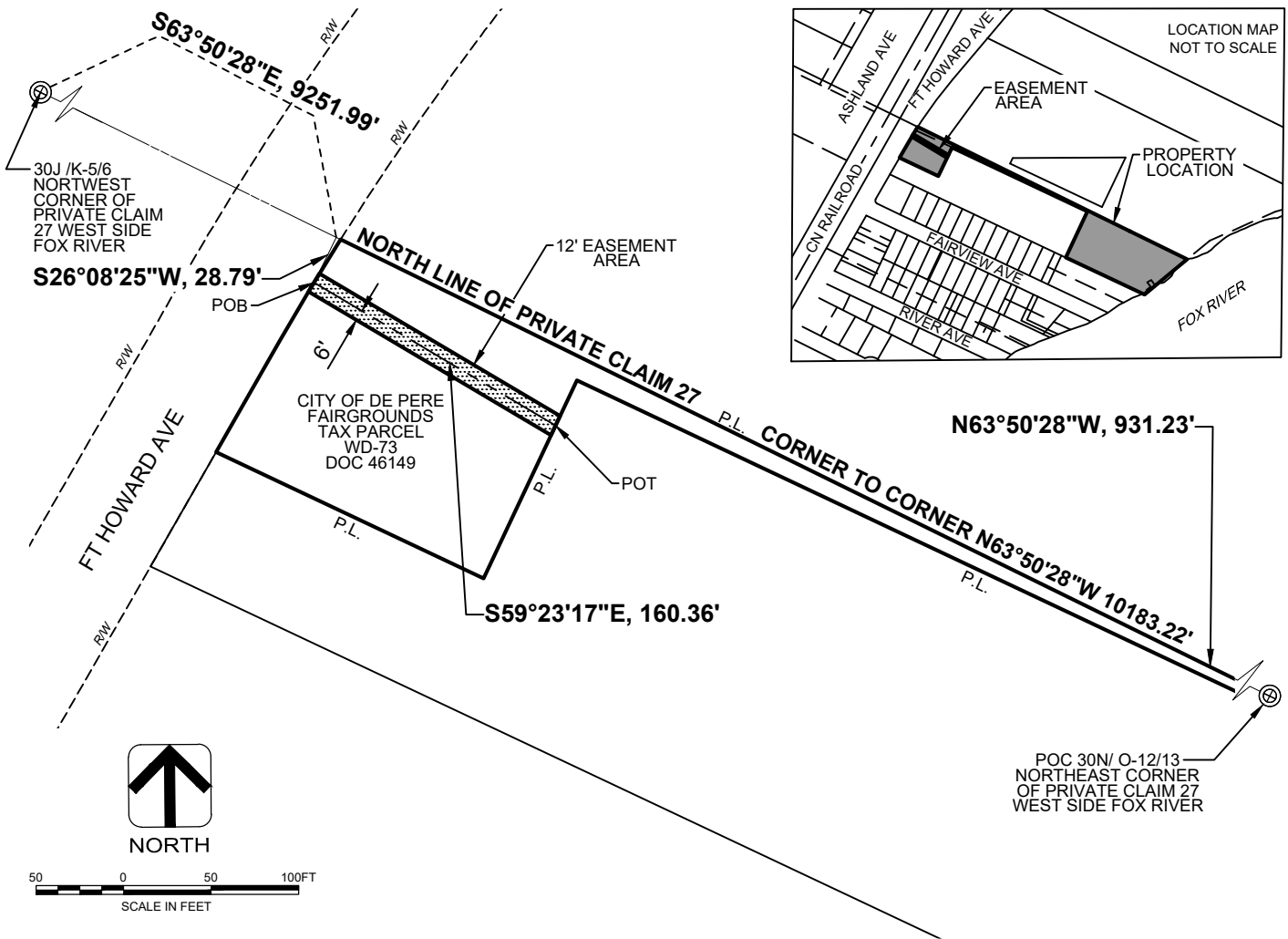
NOTE: BEARINGS FOR THIS MAP BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM (WISCRS), BROWN COUNTY, NAD83(2011). DISTANCES ARE GROUND.

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| DOCUMENT ID | 3344877 |
| REVISIONS | TRACKING |
| | WR3500493 |

Drawn by: MGM
 Reviewed by: RPM
 Date: 6/15/2026
 Scale: 1" = 100'
 SHEET NUMBER 1 OF 2

EASEMENT MAP (EXHIBIT "A")


Part of Lot 100 of Assessor's Subdivision, City of Nicolet (now city of De Pere), Part of Private Claim 27, West Side of Fox River, City of De Pere, County of Brown, State of Wisconsin.



LEGAL DESCRIPTION FOR CENTERLINE OF A 12 FOOT WIDE EASEMENT

Commencing at the Northeast Corner of Private Claim 27 West Side Fox River; Thence N63°50'28"W, along the North line of Private Claim 27 West Side Fox River, a distance of 931.22 feet; Thence S26°08'25"W, a distance of 28.79 feet to a point on the East right of way of Fort Howard Ave. and to the **POINT OF BEGINNING**; Thence S59°23'17"E, a distance of 160.36 feet to the **POINT OF TERMINATION**.

| | |
|-----------------------|-----------------------|
| SECTION CORNER | |
| EXISTING EASEMENTS | |
| EASEMENT AREA | |
| EXISTING RIGHT OF WAY | |
| EASEMENT CENTERLINE | |
| OWNER'S PROPERTY LINE | |
| MINOR LOT LINE | |
| SECTION LINE | |
| POC | POINT OF COMMENCEMENT |
| POB | POINT OF BEGINNING |
| POT | POINT OF TERMINATION |



THIS DOCUMENT IS FOR THE USE OF WISCONSIN PUBLIC SERVICE CORPORATION. WISCONSIN PUBLIC SERVICE CORPORATION DISCLAIMS ALL WARRANTIES BOTH EXPRESS AND IMPLIED. USE BY ANYONE OTHER THAN WISCONSIN PUBLIC SERVICE CORPORATION IS AT THEIR OWN RISK.



1077 CENTENNIAL CENTRE BLVD.
HOBART WI, 54155
(920) 468-4771

NOTE: BEARINGS FOR THIS MAP BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM (WISCRS), BROWN COUNTY, NAD83(2011). DISTANCES ARE GROUND.

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|-------------|-----------|
| DOCUMENT ID | 3344877 |
| REVISIONS | TRACKING |
| | WR3500493 |

Drawn by: MGM
Reviewed by: RPM
Date: 6/15/2026
Scale: 1" = 100'
SHEET NUMBER 2 OF 2

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: June 16, 2026

RE: Consideration and possible action to approve an easement with WPS for the De Pere Ice Arena electrical upgrades.

Summary: We are looking for the City to authorize the easement included next to the Ice Arena. The purpose of the easement is to allow WPS to bore new transmission lines to the electrical feeds for the Ice Arena. We have reviewed the location of the easement and do not have any concerns about it.



Request for Common Council Action

Meeting Date: July 7, 2026
Department: Parks, Recreation & Forestry
From: Marty Kosobucki, Parks, Recreation and Forestry Director
Subject: Resolution #26-62 Authorizing First Amendment to Standard Agreement for Professional Services with GRAEF-USA, Inc. (Design Specification Services for Voyageur Park dock system replacement).
Recommendation: Board of Park Commissioners recommends approval.

The Board of Park Commissioners, at the June 18, 2026 meeting, approved an amendment to the Graef consulting agreement for the Voyageur Park Docks. The motion passed unanimously with a 5-0 vote.

Attachments:
Reso26-62, Amendment-GRAEF(Voyageur Park Dock System Replacement),
Voyageur Park - Proposal Amendment Letter for Additional Services,
Memo.GraefAmendment.Voyageur

RESOLUTION #26-62

AUTHORIZING FIRST AMENDMENT TO STANDARD AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN THE CITY OF DE PERE AND GRAEF-USA, INC.
(Design Specification Services for Voyageur Park Dock System Replacement)

WHEREAS, the City and GRAEF-USA, Inc. (“GRAEF”) are parties to a Standard Agreement for Professional Services (approved by Resolution #26-29) providing comprehensive design and specification services for replacement of the Voyageur Park Dock System; and

WHEREAS, due to the current workload of City’s Engineering Department, the City is in need of additional professional consulting services from GRAEF to facilitate the preparation and posting of the bidding documents to keep the project moving forward, resulting in the need to amend the agreement, pursuant to the terms and conditions of the First Amendment attached hereto; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners, which recommends approval thereof.

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the First Amendment to Standard Agreement for Professional Services Between the City of De Pere and GRAEF-USA, Inc. as is attached hereto.

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 7th day of July,
2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/18/2026

**FIRST AMENDMENT TO STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF DE PERE AND GRAEF-USA, INC.
(Design Specification Services for Voyageur Park Dock System Replacement)**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2026, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and GRAEF-USA, Inc., a Wisconsin corporation (“Consultant”).

WHEREAS, the City and Consultant are parties to an Agreement for Consulting Services dated April 24, 2026 (“the Agreement”); and

WHEREAS, the parties wish to amend the Agreement to provide for additional work for Consultant to perform, namely assistance with posting, publication and bidder pre-qualification for the design of a new floating dock system in Voyageur Park, as outlined in Consultant’s supplemental Proposal attached hereto.

NOW THEREFORE, upon the promises and obligations provided herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to amend the Agreement as follows:

1. Consultant’s Scope of Work shall be amended to include the following additional Basic Services:
 - a. Completion of a Project Manual including applicable Division 00 and Division 01 specifications.
 - b. Publication of the Advertisement for Bids in the standard publication for the City’s bids.
 - c. Posting of the Project on Quest, including the management of bidder questions and required addendums.
 - d. Assistance with Pre-qualification of Bidders according to City standards,

as set forth in detailed scope in Consultant’s Proposal attached hereto as Exhibit B-1, which shall be incorporated herein by reference and added as part of Consultant’s Proposal (Exhibit B) to the original Agreement.

2. The cost for such additional consulting services shall be performed in the lump sum amount of \$3,600, plus reimbursement of the publishing costs associated with the Advertisement for Bids.
3. All other terms and conditions of the Agreement shall remain in full force and effect, unless specifically modified by this First Amendment.

This First Amendment has been duly executed as of the date and year first set forth above.

GRAEF-USA, INC.

By:

Patrick J. Skalecki, Sr. Project Manager

Christine Pichler, Project Manager

CITY OF DE PERE

By:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk



collaborāte / formulāte / innovāte

June 10, 2026

Marty Kosobucki
Director Parks, Recreation and Forestry
City of De Pere
1201 Enterprise Drive, Suite A
De Pere, WI 54115

SUBJECT: Voyageur Park Dock System Replacement

Dear Mr. Kosobucki:

We are very pleased to provide you with this proposal to amend our professional services. When accepted, this proposal will amend our Agreement dated April 24, 2026.

This proposal is for Voyageur Park Dock System Replacement (Project). This proposal is subject to the Terms and Conditions agreed upon in our original contract.

It is our understanding that the nature of the Project is technical specifications and schematic design of a new floating dock system for Voyageur Park. The new system will be approximately the same size and layout of the existing system and will attach to the seawall in the same locations as the existing system.

For this Project, GRAEF proposed to provide the following additional Basic Services:

- Completion of a Project Manual including applicable Division 00 and Division 01 specifications.
- Publication of the Advertisement for Bid in the standard publication for City of De Pere bids.
- Posting of the Project on Quest including management of bidder questions and required addendums.
- Assistance in Pre-qualification of Bidders according to City of De Pere standards.

GRAEF will endeavor to perform the proposed additional Basic Services in accordance with a mutually agreed-upon schedule.

You agree to compensate GRAEF for all additional Basic Services noted above with an additional sum of \$3,600.00. Any cost of publishing the Advertisement for Bids will be a reimbursable expense.

You agree to compensate GRAEF for any Additional Services with an additional fee agreed to in advance of the services being performed.



collaborāte / formulāte / innovāte

To accept this proposal for additional Basic Services, please sign and date and return one copy to us. Upon receipt of an executed copy, GRAEF will commence work on the additional Basic Services for the Project.

Please call us at 920-405-3833 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Accepted by:
City of De Pere

Christine Pichler, PE
Project Manager

(Signature)

Jeffrey Rosner, PE, LEED AP
Project Executive

(Name Printed)

(Title)

(Date)

Voyageur Park - Proposal Amendment Letter for Additional Services

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: June 18, 2026

RE: Consideration and possible action to approve an amendment to the Graef Consulting Agreement for the Voyageur Docks.

Summary: The original plan for the Voyageur Dock project was for Graef to develop the technical specifications while our Engineering Division would prepare and post the bidding documents. However, after discussing the timeline with our City Engineer, he indicated that his team will not be likely to support the coordination as planned due to additional projects.

To keep the project moving forward and not delay until 2027, we would recommend drafting an amendment to Graef's current contract with us for the Voyageur Docks. The amendment would have Graef coordinate the bidding document and post for the cost of \$3,600.

Our current budget for the Voyageur Dock project is \$200,000. Graef's current contract for designing the dock system is \$7,200.

Staff Recommendation: Approve amendment to existing contract with Graef.



Request for Common Council Action

Meeting Date: July 7, 2026
Department: Parks, Recreation & Forestry
From: Marty Kosobucki, Parks, Recreation and Forestry Director
Subject: Resolution #26-63 Authorizing Southwest Park Field Use Agreement with Wisconsin United Football Club.
Recommendation: Staff recommends approval.

The Board of Park Commissioners moved to approve the donation request from Wisconsin United FC for improvements to the soccer fields at Southwest Park. The motion passed unanimously with a 5-0 vote.

Attachments:
Reso26-63, Wisconsin United FC Agreement clean 6-10-26, Memo.Wisconsin United FC Donation (002), Southwest Park User Agreement Proposal, Memo.Wisconsin United FC Donation

RESOLUTION #26-63

AUTHORIZING SOUTHWEST PARK FIELD USE AGREEMENT BETWEEN
THE CITY OF DE PERE AND WISCONSIN UNITED FOOTBALL CLUB INCORPORATED

WHEREAS, De Pere Select Soccer and De Pere Rapides Soccer had long-standing agreements with the City for priority field usage that have recently expired and De Pere Select Soccer has since merged with other local select soccer programs to form Wisconsin United Football Club Incorporated (WUFCI); and

WHEREAS, WUFCI wishes to enter into a new agreement with the City that, in part, provides for its priority scheduling privileges for designated fields 1-3 and 7 at Southwest Park in exchange for a commitment of funding to support various improvements at the park, pursuant to the term and conditions of the attached Southwest Park Field Use Agreement; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and the City Clerk are authorized and directed to execute the Southwest Park Field Use Agreement between the City of De Pere and Wisconsin United Football Club Incorporated 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.

Resolution #26-63

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of July, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 11/20/2025

**SOUTHWEST PARK FIELD USE AGREEMENT BETWEEN THE CITY OF DE PERE AND
WISCONSIN UNITED FOOTBALL CLUB INCORPORATED**

1. PARTIES. This agreement (the "Agreement") is made and entered into this ____ day of _____, 2026, by and between the City of De Pere, a Wisconsin municipal corporation located at 335 S. Broadway, De Pere, Wisconsin ("City") and Wisconsin United Football Club Incorporated, W3035 Edgewood Trail, Appleton, Wisconsin, a Wisconsin corporation ("Club") (each a "Party," collectively, the "Parties").

2. RECITALS AND PURPOSE. The Club commits to provide the City with the funds set forth in **Exhibit A** for the purposes set forth in **Exhibit A** and certain in-kind labor and materials for the purpose set forth in Section 3 of this Agreement. Club has obtained permission from the Director of Parks, Recreation & Forestry and the City's Board of Park Commissioners for its priority scheduling access to Southwest Park Soccer Fields 1-3 and Field 7 (the "Property") with the priority scheduling Property area shown on the map attached hereto as **Exhibit B**, in order to expand its ability to provide training hours. Provided that Club is in compliance with the terms and conditions set forth in this Agreement and subject to an ongoing annual City review process and related extension of this Agreement as further described below, Club shall have priority scheduling privileges to utilize its preferred areas of the Property for seven (7) days per week for a period of seven (7) years according to its requested and approved schedule set forth in **Exhibit C**.

Accordingly, in consideration of the mutual promises set forth in this Agreement, the Parties covenant and mutually agree to the terms and conditions set forth in this Agreement. Additionally, Club intends to support any City effort to construct a new parking lot south of the current parking lot. Club's intent would be to support such a project with Twenty-Five Percent (25%) of the necessary funds. The terms and conditions of such future agreement regarding parking lot fundraising would be set forth in a separate agreement between Club and City.

The Parties also acknowledge Club's previous donation to the City in 2022 of two (2) Premium Kwik Goal Copa Portable Goals valued at \$14,000.00.

3. FUND DISBURSEMENT. The Club agrees to disburse to the City those funds indicated on the attached **Exhibit A** (the "Funds"). The Funds shall be used for the purposes set forth in **Exhibit A**. In addition to the Funds described in **Exhibit A**, Club agrees to provide in-kind labor and materials to make top-soil field improvements to the Property and replace two (2) sets of goals at the Property.

4. CLUB'S PRIORITY SCHEDULING PRIVILEGES AT THE PROPERTY. The Parties acknowledge and agree that for the duration of this Agreement the Club has priority scheduling privileges (the "Privileges") to utilize its preferred areas of the Property at the expense of general public access to the Property according to its seasonal schedule as described in **Exhibit C**, provided that Club is in compliance with the terms and conditions set forth in this Agreement and this Agreement is approved and extended pursuant to the ongoing City review process. However, Club's Property usage in connection with its Privileges shall not be exclusive. If, in the sole discretion of the City, the Club does not use the Property in accordance with **Exhibit C**, the City and/or public may use the Property regardless of the Club's Privileges.

5. CLUB RESPONSIBILITY. Club shall be responsible for any damage or disruption to the Property related in any way with its Privileges described herein and/or in **Exhibit C**.

6. CITY ONGOING ANNUAL REVIEW OF AGREEMENT. Notwithstanding anything herein to the contrary, on an annual basis, the City shall submit an extension of this Agreement to the City Council for consideration at or prior to the first July City Council meeting of each year. If the City decides, in its sole

discretion, to terminate this Agreement during its annual review thereby revoking the Club's Privileges, then the Agreement shall be terminated and become null and void.

- 7. TERM.** The initial term of this Agreement shall run from the date listed in paragraph one (1) of this Agreement until the date of execution of any subsequent extension of this Agreement pursuant to the ongoing City review process described in paragraph six (6). Any such renewal term of this Agreement may renew for one (1) year increments upon mutual written agreement by both Parties.
- 8. INDEMNIFICATION.** To the fullest extent permitted by law, the Club shall indemnify and hold harmless the City, City's officers, directors, partners, employees, and officials, and anyone to whom it may be liable by contract or otherwise, from and against any and all costs, losses, damages, and expenses (including, but not limited to all fees and charges of attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Club or Club's officers, directors, partners, employees, and consultants in the performance and furnishing of Club's obligations under this Agreement.
- 9. DONEE TAX STATUS.** The City is a Wisconsin municipal corporation and public body corporate and politic. The Parties desire that the Funds made by this Agreement are or to be made in compliance with all of the applicable provisions of the Internal Revenue Code of 1986, as amended, and any other applicable laws governing charitable donations.
- 10. INSURANCE.** Before this Agreement becomes effective, Club shall present to the City a certificate of insurance indicating the coverage and policy limits of an insurance policy, including contractual liability and a written thirty (30) days prior written notice of cancellation, covering Club's activities described herein and specifically any injury or damage that may occur pursuant to the permission granted, said insurance policy to be maintained in full force and effect throughout the duration of this Agreement and said insurance policy shall include the City of De Pere as an additional insured. Such insurance shall provide coverage not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. A copy of such certificate of insurance is attached hereto as **Exhibit D**.
- 11. FORCE MAJEURE.** Neither Party shall be deemed to have defaulted or failed to perform under this Agreement if that Party's ability to perform or default shall have been caused by an event or events beyond the control and without the fault of that Party, including fire, flood, explosion, act of God or a public enemy, strike, labor dispute, civil riot, pandemic, or the ability of Club to provide the Funds is impacted by any of the foregoing ("Force Majeure Event"). Upon the occurrence of the Force Majeure Event, the Party claiming the Force Majeure Event shall promptly notify the other Party in writing of such event. Notwithstanding the foregoing, in the event of a Force Majeure Event, each Party agrees to make a good faith effort to perform its obligations hereunder.
- 12. TERMINATION.** Notwithstanding any termination of this Agreement in connection with the City's annual review of this Agreement pursuant to paragraph six (6) above, this Agreement shall otherwise terminate on August 1, 2032 or upon the final submitted Fund Disbursement pursuant to **Exhibit A**, whichever is later.
- 13. ASSIGNMENT.** The provisions of this Agreement will be binding on the Parties' successors and assigns. Upon notice to the other Party, either Party may assign this Agreement in whole or in part to any affiliate or subsidiary, or any Party acquiring substantially all of the stock or assets of that Party. Any other assignment shall require the prior written consent of the other Party, with such consent not to be unreasonably withheld.
- 14. NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by regular, certified or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is intended to be given at the address set forth in

Section 1 of this Agreement. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

- 15. EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.
- 16. PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- 17. ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.
- 18. INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.
- 19. WAIVER OF BREACH.** The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
- 20. GOVERNING LAW.** The construction and interpretation of this Agreement and any disputes arising hereunder (whether for breach of contract, tortious conduct or otherwise) shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving reference to its conflict of laws principles. In the event any suit, action or proceeding is brought by either Party with respect to this Agreement or the matters contemplated herein, such action, suit or proceeding shall be brought in the state courts located in Brown County, Wisconsin and both Parties hereby accept, consent and submit to the exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.
- 21. SEVERABILITY.** If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.
- 22. AUTHORITY.** The Party represents that it has full power and authority to execute this Agreement and to carry out the transactions contemplated hereby, and that all corporate action on the part of such Party, its officers, directors, employees, and/or shareholders and all consents, approvals, orders, authorizations or filings with any federal or state governmental agency necessary for the authorization, execution, delivery and performance of this Agreement by each Party and the consummation of the transactions contemplated herein by each Party has been taken or obtained, and that this Agreement constitutes the legal, valid and binding obligation of such entity.
- 23. ELECTRONIC SIGNATURE & COPIES.** electronic signatures shall constitute original signatures for all purposes of this Agreement. Any and all electronic copies of the Agreement shall be treated as an original version.

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

(Signatures to follow on next page)

CITY OF DE PERE

**WISCONSIN UNITED FOOTBALL CLUB
INCORPORATED**

Kimberly T. Flom, City Manager

Eric Gebhard, Executive Director

Carey E. Danen, City Clerk

EXHIBIT A

1.

Fund Total Amount:

\$60,000.00

Fund Disbursement Schedule:

August 21, 2026: \$5,500

August 21, 2027: \$5,500

August 21, 2028: \$7,500

August 21, 2029: \$9,000

August 21, 2030: \$10,500

August 21, 2031: \$10,500

August 21, 2032: \$11,500

Purpose of the Funds:

One Hundred Percent (100%) financial support for the proposed \$60,000.00 ADA-accessible trail project at Southwest Park.

2.

Fund Total Amount:

\$2,950.00 annually

Fund Disbursement Schedule:

2026: \$2,950 (estimated value)

Subsequent yearly commitment to be determined on a year-to-year basis following Club's evaluation of this program after the 2026 plant growth regulation application program disbursement and any subsequent plant growth regulation application program disbursements.

Purpose of the Funds:

One Hundred Percent (100%) financial support for five (5) annual plant growth regulator applications to Southwest Park fields 1 and 2 as recommended by turf management professionals.

EXHIBIT B
PROPERTY MAP

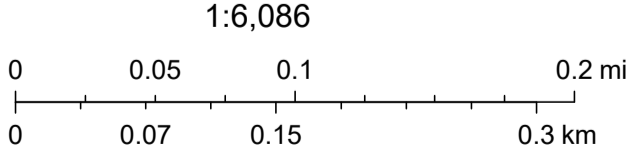
ArcGIS Web Map



6/8/2026, 2:40:39 PM

2023 Aerial

- Red: Band_1
- Green: Band_2
- Blue: Band_3



Brown County WI



EXHIBIT C

PRIORITY SCHEDULING PRIVILEGES REGARDING REQUESTED PROPERTY USAGE

Duration:

Seven (7) years (2026 – 2032)

Seasonal Schedule:

Spring Season: April 1 – June 30

Fall Season: August 1 – October 31

Days:

Seven (7) days per week during the above-referenced active seasonal schedule pursuant to Club's requested and approved Privileges.

Uses:

Primary Use: soccer practices and training sessions

Secondary Use: league games and tournaments

Additional Use: occasional meetings in the concession area

EXHIBIT D

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2025

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: | |
| LIC #40558248 | | PHONE (A/C No. Ext): 612-345-9683 | |
| Player's Health Cover USA Inc. | | FAX (A/C, No): | |
| Lifetime Work Edina 200 Southdale Center | | E-MAIL ADDRESS: certificates@playershealth.com | |
| Edina MN 55435 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Everest National Insurance Company | |
| | | INSURER B: HDI Global Specialty SE | |
| | | INSURER C: Great American Insurance Company | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |
| INSURED | | NAIC # | |
| Wisconsin Youth Soccer Association | | 10120 | |
| 10427 W. Lincoln Ave., STE 1100 | | 16131 | |
| West Allis WI 53227 | | 16691 | |

COVERAGES

CERTIFICATE NUMBER: 219534

REVISION NUMBER: 1

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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: PER EVENT | | | GCN0012634-251 | 9/1/2025 | 9/1/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PARTICIPANT LEGAL LIAB \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | GCN0012634-251 | 9/1/2025 | 9/1/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0 | | | 25QS1223 | 9/1/2025 | 9/1/2026 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| C | Accident Medical | | | BSR-E758914-04 | 9/1/2025 | 9/1/2026 | PER INJURY LIMIT \$ 250,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate issued for sanctioned activities of the state soccer association.

Certificate Holder is Additional Insured as required by written agreement per policy endorsement ECG 20 600 05 09. This certificate is issued on behalf of: Wisconsin United FC

CERTIFICATE HOLDER**CANCELLATION**

| | |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of De Pere 335 S Broadway De Pere WI 54115 | 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  |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: July 7, 2026

RE: Recommendation from the Board of Park Commissioners to accept a donation from Wisconsin United FC for improvements to the soccer fields at Southwest Park.

Summary: Wisconsin United FC is making a proposal to the City to continue their agreement that provides them priority usage at Southwest Park for some of the soccer fields in lieu of a long-term donation.

Background: The City of De Pere entered into an agreement with De Pere Select Soccer and De Pere Rapides Soccer about 20 years ago and has recently expired. The agreement provided priority usage to both groups for the soccer fields, and in turn both groups made sizeable donations to the park. De Pere Select Soccer has since combined with other local select soccer programs to form Wisconsin United FC. The proposal would allow for Wisconsin United FC to have priority use of said fields. While not in use, the fields would be available for public use.

The value of the proposed donation includes four different components, which are:

- A) \$14,000 for goals that has already been donated,
- B) \$60,000 for development of ADA accessible route to southerly green space,
- C) The donation also includes intended in-kind labor to improve the southerly green space which would include top dressing and seeding,
- D) Lastly, the proposal indicates a donation to fund a regulator chemical to reduce growth of the green fields which would keep the grass full but reduce the effort in mowing. This amount is for \$2,950 for 2026. The continuation of this donation would be contingent on the chemical working as its stated.

The project they are identifying within the proposal is a worthwhile project and would provide better access to the southern side of the park which offers general green space and practice soccer fields.

Staff Recommendation:

The Board of Park Commissioners reviewed the proposal and would recommend accepting the proposal. Prior to going to council, the topic would be forwarded to our Legal Office to draft an agreement outlining the various levels of the proposal.

Eric Gebhard
Executive Director
Wisconsin United FC
920-209-1722
execdirector@wiunitedfc.org

October 21, 2025

Marty Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere
826 S 6th Street
De Pere, WI 54115

RE: Intent to Use Letter - Long-Term Agreement for Southwest Park Soccer Fields

Dear Mr. Kosobucki,

On behalf of Wisconsin United FC (WIUFC), a 501(c)(3) non-profit organization, I am writing to express our intent to enter into a long-term, multi-year agreement with the City of De Pere for the use of soccer fields at Southwest Park for a seven-year period beginning in 2026 and continuing through 2032.

About Wisconsin United FC

Wisconsin United FC is a non-profit youth soccer club formed by the merger of four elite soccer clubs in Northeast Wisconsin: De Pere Select, NEW United, and the United Hurricanes. We partner with Minnesota United FC, an MLS club, to provide our players and coaches with the best soccer training in Wisconsin.

Our mission is to promote the love of the sport to the areas we serve, offering a place for a child to play soccer regardless of skill level or ability to pay. We are dedicated to providing the level of training and competition that each athlete deserves. The years players spend in the club will shape who they are as a person, teammate, and friend. Success for the club is a player finishing their youth career with the memories of challenges met, strong friendships, and a lifelong passion for the sport.

We embrace and uphold our four core values of Unity, Humility, Passion, and Respect in our everyday operations, reflecting our commitment to integrity and excellence.

Requested Field Usage

Wisconsin United FC requests use of the soccer fields at Southwest Park under the following terms:

- **Duration:** Seven years (2026-2032)
- **Seasonal Schedule:**
 - Spring Season: April 1 - June 30
 - Fall Season: August 1 - October 31
- **Days:** Seven days per week during the active seasons
- **Primary Use:** Soccer practices and training sessions
- **Secondary Use:** League games and tournaments
- **Additional Use:** Occasional meetings in the concession area

Partnership and Support Commitment

Wisconsin United FC is committed to being a strong partner with the City of De Pere. We would like to acknowledge our previous donation to the City of De Pere in 2022 of two Premium Kwik Goal Copa Portable Goals valued at \$14,000. Building on this partnership, we propose to support the City in four significant areas over the course of this agreement:

1. ADA Accessible Trail Project - 100% Financial Support

Wisconsin United FC commits to providing 100% financial support for the proposed \$60,000 ADA Accessible trail project at Southwest Park. Our commitment follows this payment schedule:

- July 31, 2026: \$5,500
- July 31, 2027: \$5,500
- July 31, 2028: \$7,500
- July 31, 2029: \$9,000
- July 31, 2030: \$10,500
- July 31, 2031: \$10,500
- July 31, 2032: \$11,500

Total: \$60,000

2. Field Improvements - In-Kind Labor and Materials

Wisconsin United FC will provide in-kind labor and materials to make topsoil improvements to the auxiliary area and fields 1-3, ensuring optimal playing conditions for all users of the park.

3. Plant Growth Regulator (PGR) Applications - Annual Financial Support

Wisconsin United FC commits to 100% financial support for five applications of Plant Growth Regulators to fields 1 and 2 as recommended by turf management professionals, at a total cost of \$2,950 per year. This commitment will be made on a year-to-year basis following an evaluation after the first two years to assess effectiveness and continued benefit.

4. Parking Lot Expansion - Partnership Exploration

Wisconsin United FC will work in good faith to support the City's effort to build a new parking lot south of the current lot. It is the club's hope to support this project with 25% of the needed funds. The target funding structure for this project would be:

- 25% Wisconsin United FC
- 50% Grants and Private Money
- 25% City of De Pere

We believe this partnership represents a significant investment in the community infrastructure while supporting youth athletics and recreational opportunities for De Pere residents.

Benefits to the Community

This long-term partnership will provide numerous benefits to the City of De Pere and its residents:

- Significant infrastructure improvements totaling over \$60,000 in guaranteed funding
- Enhanced park accessibility through the ADA trail project
- Improved field conditions benefiting all park users
- Expanded parking to accommodate increased park usage
- Continued youth development opportunities for hundreds of area children
- Economic impact from events bringing visitors to De Pere

Next Steps

We would welcome the opportunity to meet with you and other City officials to discuss this proposal in detail and work collaboratively to develop a formal agreement that serves the interests of both Wisconsin United FC and the City of De Pere.

Thank you for considering this proposal. We look forward to continuing and expanding our partnership with the City of De Pere for years to come.

Sincerely,

Eric Gebhard
Executive Director
Wisconsin United FC

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: November 20, 2025

RE: Consideration and Possible action to accept a donation from Wisconsin United FC for improvements to the soccer fields at Southwest Park. *

Summary: Wisconsin United FC is making a proposal to the City to continue their agreement that provides them priority usage at Southwest Park for some of the soccer fields in lieu of a long-term donation.

Background: The City of De Pere entered into an agreement with De Pere Select Soccer and De Pere Rapides Soccer about 20 years ago and has recently expired. The agreement provided priority usage to both groups for the soccer fields, and in turn both groups made sizeable donations to the park. De Pere Select Soccer has since combined with other local select soccer programs to form Wisconsin United FC. The proposal would allow for Wisconsin United FC to have priority use of said fields. While not in use, the fields would be available for public use.

The value of the proposed donation includes four different components, which are:

- A) \$14,000 for goals that has already been donated,
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- D) Lastly, the proposal indicates a donation to fund a regulator chemical to reduce growth of the green fields which would keep the grass full but reduce the effort in mowing. This amount is for \$2,950 for 2026. The continuation of this donation would be contingent on the chemical working as its stated.

The project they are identifying within the proposal is a worthwhile project and would provide better access to the southern side of the park which offers general green space and practice soccer fields.

Staff Recommendation:

Staff has reviewed the proposal and would recommend accepting and forwarding to council with the recommendation to accept. Prior to going to council, the topic would be forwarded to our Legal Office to draft an agreement outlining the various levels of the proposal.



Request for Common Council Action

Meeting Date: July 7, 2026
Department: Development Services
From: Daniel Lindstrom, Development Services Director
Subject: Resolution #26-64 Authorizing First Amendment to Standard Agreement for Professional Services with SmithGroup (Downtown Master Plan Update).
Recommendation: Motion to approve.

On June 22, 2026, Plan Commission unanimously recommended approval by a vote of 6-0.

Contract Amendment with SmithGroup regarding Additional Downtown Master Plan Engagement and Assistance with Comprehensive Plan Final Public Engagement, Revisions, and Adoption.

Attachments:
Reso26-64, Amendment-SmithGroup(Downtown Master Plan Update), CON 2026-0618
Downtown De Pere Master Plan Contract Amendment_v3, Plan Commission and CC
Comprehensive Plan Update 06222026

RESOLUTION #26-64

AUTHORIZING FIRST AMENDMENT TO STANDARD AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN THE CITY OF DE PERE AND SMITHGROUP
(Downtown Master Plan Update)

WHEREAS, the City and SmithGroup are parties to a Standard Agreement for Professional Services (approved by Resolution #26-18) providing an update to City's current Downtown Master Plan and combining with with City's Cultural District Master Plan; and

WHEREAS, in order to promote more public engagement with the project, the City is in need of additional professional consulting services from SmithGroup to facilitate the expanded engagement and additional project deliverables (presentations, survey, stakeholder and neighborhood meetings and presentation materials) resulting in the need to amend the agreement, pursuant to the terms and conditions of the First Amendment attached hereto; and

WHEREAS, this matter has been reviewed by the Plan Commission, which recommends approval thereof.

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the First Amendment to Standard Agreement for Professional Services Between the City of De Pere and SmithGroup, Inc. 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 7th day of July,
2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/22/2026

**FIRST AMENDMENT TO STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF DE PERE AND SMITHGROUP
(Downtown Master Plan Update)**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2026, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and SmithGroup, a foreign corporation authorized to do business in Wisconsin (“Consultant”).

WHEREAS, the City and Consultant are parties to an Agreement for Consulting Services dated April 10, 2026 (“the Agreement”); and

WHEREAS, the parties wish to amend the Agreement to provide for further work for Consultant to perform, namely assistance with additional public engagement, as outlined in Consultant’s supplemental Amendment to Client Contract attached hereto.

NOW THEREFORE, upon the promises and obligations provided herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to amend the Agreement as follows:

1. Consultant’s Scope of Work shall be amended to include the following additional Scope of Services:
 - a. Task 4: Expanded Engagement: Downtown Plan (May-July 2026) and Deliverables to include one online Plan Visioning Survey.
 - b. Task 5: Expanded Engagement: Comprehensive Plan (June-November 2026).
 - c. Task 5.1 Leadership Meetings & Presentations and Deliverables to include one Plan Commission Comprehensive Plan presentation deck and virtual meeting for the Comprehensive Plan.
 - d. Task 5.2 ArcGIS Hub Sites: Comprehensive Plan Enhancements (June-July 2026) and Deliverables to include a revised Comprehensive Plan ArcGIS Hub site.
 - e. Task 5.3 Southeast Area Plan Engagement (July 2026) and Deliverables to include three stakeholder meeting with one associated presentation deck and one neighborhood meeting with four associated presentation boards,

as set forth in detailed scope in Consultant’s Amendment to Client Contract attached hereto as Exhibit B-1, which shall be incorporated herein by reference and added as part of Consultant’s Proposal (Exhibit B) to the original Agreement.

2. The cost for such additional consulting services shall be performed in the lump sum amount of \$28,171, as itemized in Exhibit B-1.
3. All other terms and conditions of the Agreement shall remain in full force and effect, unless specifically modified by this First Amendment.

This First Amendment has been duly executed as of the date and year first set forth above.

SMITHGROUP

By:

Thomas J. Rogers, Senior Principal

CITY OF DE PERE

By:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk

SMITHGROUP

AMENDMENT TO CLIENT CONTRACT

SG Project Title: Downtown Master Plan Update

SG Project Location: City of De Pere, WI

SG Project Number: 00101436

Amendment No.: 01

Client

Kimberly T. Flom, City Manager

335 South Broadway

De Pere, WI 54115

By signing below, the parties agree that SmithGroup will provide the below Scope of Services in conjunction with our Agreement dated April 10, 2026, and to expend an additional **\$28,171**, bringing the total amount authorized, as of this date, to **\$107,671**.

Scope of Services

Overview

The following additional services will be incorporated in the scope and fee for the City of De Pere Downtown Plan beginning in June 2026 through November 2026. The work will include services to support the Downtown Plan and the Comprehensive Plan.

Task 4: Expanded Engagement: Downtown Plan (May – July 2026)

An online community visioning survey for the Downtown Plan is proposed to broaden participation, build enthusiasm for the process, and build momentum. Launched at the State of De Pere, the survey gathers community input on the downtown's future to inform charrette design direction and decision-making.

Task 4 Deliverables

1. One online Downtown Plan Visioning Survey and summary

Work to support the Comprehensive Plan will include additional engagement, meetings, and coordination as described below:

Task 5: Expanded Engagement: Comprehensive Plan (June – November 2026)

Additional engagement work to support the Comprehensive Plan.

Task 5.1 Leadership Meetings & Presentations

Prepare a presentation deck for one virtual Planning Commission presentation for the Comprehensive Plan on implementation for recommendation to Council.

Task 5.1 Deliverables

1. One Planning Commission Comprehensive Plan presentation deck
2. One Planning Commission Virtual Meeting for the Comprehensive Plan

SMITHGROUP

Task 5.2: ArcGIS Hub Sites: Comprehensive Plan Enhancements (June – July 2026)

This task simplifies existing content on the Comprehensive Plan ArcGIS Hub site. SmithGroup will rewrite and structure existing content to include a project overview, direct visitors to the Comprehensive Plan document for visitors to review, include the project goals, staff contact information, and direct them to take the existing implementation survey.

1. Outline an ArcGIS Hub Site wireframe that:
 - Simplifies existing language to be accessible language to the broad community
 - Reorganizes the page sections for ease of use
 - Clear call-to-action to take the implementation survey.
2. SmithGroup will work with City staff to rewrite the existing Comprehensive Plan page language to be scannable, visual web content:
 - Consolidated content will include three to five sections which could include About, Engagement, Resources, FAQ, and Contact content with associated visuals such as a timeline and engagement-by-numbers infographics.

Task 5.2 Deliverables

1. Revised Comprehensive Plan ArcGIS Hub Site

Task 5.3: Southeast Area Plan Engagement (July 2026)

Using the existing plan, SmithGroup will conduct additional public engagement for the Southeast Area plan.

1. Over the course of one day directly before or after the downtown charrette: facilitate three stakeholder meetings.
 - Develop meeting agendas, presentations, and discussion guides
 - Engage key stakeholder groups such as landowners, developers, business owners, and community entities
 - Document feedback from stakeholders
2. During the same trip plan and facilitate one (1) neighborhood meeting the same day as the stakeholder meeting with three interactive activities for engagement
 - Develop a presentation deck, agenda, and four presentation boards

Task 5.3 Deliverables

1. Three (3) Stakeholder Meetings with one associated presentation deck
2. One (1) Neighborhood Meeting with four associated (4) presentation boards

SMITHGROUP

The City of De Pere shall compensate SmithGroup for the scope of services outlined above for a fixed lump sum fee as outlined below, inclusive of reimbursable expenses.

| Downtown Plan Update Tasks | Cost |
|-------------------------------------------------------------|-----------------|
| Task 4: Expanded Engagement: Downtown Plan | \$4,873 |
| Total | \$4,873 |
| Comprehensive Plan Update Tasks | |
| Task 5.1: Leadership Meetings & Presentations | \$1,863 |
| Task 5.2: ArcGIS Hub Sites: Comprehensive Plan Enhancements | \$11,100 |
| Task 5.3: Southeast Area Plan Engagement | \$10,335 |
| Total | \$23,298 |
| Grand Total | \$28,171 |

All other provisions of our Agreement remain unchanged.

Client (Signature)

SmithGroup (Signature)

(Printed name and title)

(Printed name and title)

Date

Date

CITY OF DE PERE MEMO



To: Mayor James Boyd
Plan Commission

From: Daniel Lindstrom, Development Services Director
Peter Schleinz, Senior Planner/Zoning Administrator
Quasan Shaw, Economic Development Planner

Date: June 22, 2026

RE: **Consideration and Possible Action on the Contract Amendment with SmithGroup regarding the Comprehensive Plan Final Public Engagement, Revisions, and Adoption**

This memorandum serves to provide the Plan Commission and Common Council with a status update to the Comprehensive Plan update and the milestones achieved since the project started several years ago.

Background

One of the current challenges with Comprehensive Plans is that, unless a community qualifies for a CDBG Planning Grant, it must bear the cost of updating the plan independently. To provide context on the current contract and broader statewide trends: Comprehensive Plans first established under Section 66.1001 between 2000 and 2010 were supported by Wisconsin state funding and were typically highly detailed. However, as communities are now responsible for funding amendments themselves, budget limitations have naturally led to more concise and focused plans. Rather than compiling extensive data reports, today's Comprehensive Plans emphasize high-level planning principles while integrating sub-plans, Capital Improvement Plans (CIP), and other guiding documents. For context, the City received a \$306,000 grant—coordinated with surrounding communities and Brown County—to develop its initial Comprehensive Plan. Adjusted for inflation, that amount would be approximately \$525,000 today. Following the original plan, Brown County amended the 2010 version by updating background data, maps, and required elements. They conducted six Plan Commission meetings to review revisions and held a single public open house, all for a cost of \$12,800 (or approximately \$19,000 in today's dollars). As another reference point, the 2018 Cultural District Master Plan was budgeted at \$80,000 and was partially funded through outside sources. The initial scope for this effort included \$80,000 for both the Comprehensive Plan Update and the West Downtown Vision Plan.

Proposed Comprehensive Plan Draft

In late 2025, staff presented the draft chapters of the Comprehensive Plan to the Plan Commission for review. Commissioners asked questions about the revised structure of the document and the overall goals and strategies. After staff presented the People and Places chapter last year, we shared the public open house advertising through social media, newsletters, and local news outlets, and held two open houses in the fall. Those sessions had minimal public interest. We find that we need to be better and meet "people where they are at"

Because implementation chapters are typically less engaging for the general public, staff recommends reengaging SmithGroup to align with the Downtown Master Plan engagement process. This would allow us to host a combined public review session, both in person and online using story maps, to gather broader input on the Comprehensive Plan draft.

The proposed changes to the southeast area of the community are significant, shifting from large areas of business park expansion to a neighborhood town center concept with a mix of uses. Given the scale of this change, staff recommends holding a separate open house in the southeast area to review and discuss the revised land use direction.

Next Steps

As previously noted last year, the initial engagement sessions were impacted by the COVID-19 pandemic and widespread survey fatigue. In response, staff is proposing an enhanced community engagement strategy led by the City. This strategy includes the following components with updates and proposed changes in the sub-bullets.

- Four additional Steering Committee sessions
 - 4 completed, 1 additional one planned
- Three additional public open houses
 - 2 unattended, SmithGroup to manage a SE Area Development Plan Neighborhood Meeting, and final adoption story-map with engagement
- Four additional Plan Commission meetings
 - 3 Completed, 1 additional scheduled
- Common Council Review Meeting
 - Date TBD
- Common Council Adoption Meeting
 - Date TBD, but a minimum of 30 days following the review meeting.

Recommendation

Staff recommends approval of the amended agreement with SmithGroup to include the additional scope of work, as attached, at a cost of \$28,171. The cost would be funded through an equal split between TIDs 9, 10, 11, 12, 13, 15, 17, 18, and the General Fund. This is similar to past funding models. The Development Services Department and GIS budgets have funds available to cover the General Fund portion of the project.

Staff further recommends including the GIS budget in this amendment because SmithGroup will prepare and hand off an ArcGIS story map to the GIS Department for ongoing updates and long-term management.



Request for Common Council Action

Meeting Date: July 7, 2026
Department: City Attorney

From:

Subject: Resolution #26-65 Authorizing Development Agreement Regarding Property Redevelopment with New Land Enterprises LLC (west side of the 100 S Broadway Block), Tax Increment District No. 18, subject to final review and approval by City Attorney.

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

Recommendation: To approve

Attachments:

Reso26-65, Lockside Development - New Land Enterprises- FINALEDITS-July-6-2026, Lockside Development - Newland Enterprises-DRAFT DA-07.07.26, BroadwayFront Street Development Agreement Revised Proposal 07072027-v2

RESOLUTION #26-65

AUTHORIZING DEVELOPMENT AGREEMENT REGARDING PROPERTY REDEVELOPMENT
BETWEEN THE CITY OF DE PERE AND NEW LAND ENTERPRISES, LLC
(West side of 100 South Broadway Block)

WHEREAS, NEW LAND ENTERPRISES, LLC (“Developer”) desires to enter into an agreement to redevelop multiple parcels located on the west side of the 100 South Broadway Block (Parcels ED-796, ED-794, ED-793, ED-788-1, ED-789, ED-799, ED-783, ED-784, ED-785, ED-788, ED-790 and ED-798) by completing construction of a mixed-use six to seven story retail/commercial building containing market rate apartments, residential condominium ownership units, parking, retail space, with public and private amenities, constructed in a single-phase project on 2.46 acres of land (“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has created Tax Increment Financing District No. 18 (the “District”) for the benefit of rehabilitation or conservation work consistent with said Project Plan for the east side of downtown De Pere, 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 construct 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 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 New Land Enterprises, LLC; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; and

WHEREAS, this matter has been previously reviewed by the Common Council, approving the development terms by unanimous roll call vote.

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 New Land Enterprises, 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 7th day of July, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Previous Council Review/Approval: 05/05/2026

DEVELOPMENT AGREEMENT REGARDING PROPERTY REDEVELOPMENT BETWEEN

THE CITY OF DE PERE AND NEW LAND ENTERPRISES, LLC

(Parcel Numbers – ED-796, ED-794, ED-793, ED-788-1, ED-789 & ED-799

ED-783, ED-784, ED-785, ED-788, ED-790, ED798)

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 NEW LAND ENTERPRISES, 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 2024, the City created Tax Incremental District No. 18, as and for the benefit of rehabilitation and conservation of properties on the east side of downtown De Pere.
- C. Developer has proposed to/has acquire(d) and/or develop certain real property, identified for real estate tax purposes and address as:

| MP Broadway LLC | | | |
|------------------------|-------------------|-------|----------------|
| Tax Parcel | Address | Acres | Assessed Value |
| ED-783 | 100 S Broadway ST | 0.209 | \$68,100 |
| ED-784 | 106 S Broadway ST | 0.054 | \$22,900 |
| ED-785 | 114 S Broadway ST | 0.206 | \$67,200 |
| ED-788 | 118 S Broadway ST | 0.046 | \$19,300 |
| ED-790 | 132 S Broadway ST | 0.197 | \$185,600 |
| ED-798 | 302 Geroge ST | 0.129 | \$42,100 |
| Total | | 0.841 | \$405,200 |

| City of De Pere | | | |
|------------------------|-----------------|-------|----------------|
| Tax Parcel | Address | Acres | Assessed Value |
| ED-788-1 | 0 S Broadway ST | 0.156 | \$0 |
| ED-789 | 0 S Broadway ST | 0.088 | \$0 |
| ED-793 | 0 Front ST | 0.162 | \$0 |
| ED-794 | 0 S Broadway ST | 0.205 | \$0 |
| ED-796 | 0 Front ST | 0.240 | \$0 |
| ED-799 | 0 Charles ST | 0.035 | \$0 |
| Total | | 0.886 | \$0 |

[INSERT LEGAL DESCRIPTION]

- D. The parcels listed above, along with the proposed vacation of Front Street and Charles Street, shall be referred to as the “Property.” The Property comprises approximately 2.46 acres of land. A map of the

Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT A-1.

- E. Developer intends to complete a project, which includes construction of a mixed-use six to seven story retail/commercial building containing market rate apartments, residential condominium ownership units, parking, retail space, and public and private amenities, constructed in a single phase (“Project”). The proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as Exhibit B.
- F. As of January 1, 2026, the Property has an aggregate assessed value of \$405,200.00.
- G. Upon completion of the Project, the City estimates the assessed property value of the Property to be Sixty-Nine Million Five Hundred Thousand Dollars (\$69,500,000.00), which is anticipated to yield approximately One Million Seventy Thousand One Hundred Dollars (\$1,070,100.00) in total real estate taxes annually.

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.

- H. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District Number 18 (“TID 18” or the “District”), which will provide part of the financing for certain costs of the Project.
- I. The Project described above and more fully in this Agreement will promote the development and economic stability of TID 18 and the City as a whole.
- J. Developer’s ability to construct and occupy the new facility would not be viable and this development would not occur in the City but for the City’s commitment to reimburse Developer for significant site acquisition and development expenses associated with site assembly.
- K. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; acquisition of land; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded to Developer.
- L. Allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, site assembly reimbursement grant incentives, project costs, and other cash grants when made pursuant to a signed development agreement.
- M. The City believes it is appropriate to use tax increments from the District to provide for the construction of certain improvements to the Property (as defined herein) in and for the benefit of TID 18 to facilitate development and redevelopment within the District and to provide financing for portions of such improvements and redevelopment.
- N. The City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development

expectations of the City, including, but not limited to, expanding tax base and employment opportunities within the City.

- O. The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project, including, without limitation, street reconstruction, parking lot reconstructions, utility reconstruction/expansion, and traffic improvements to serve the Project.
- P. As a result, the City wishes to promote this development and provide the required financial assistance to Developer.

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

I. PURPOSE

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

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, Developer, as amended and supplemented from time to time.
- B. "Assessed Value" means the anticipated initial value placed upon the Development Project upon completion as determined pursuant to Wisconsin Statutes, Chapter 70. The projected Assessed Value for the Development Project is Sixty-Nine Million Five Hundred Thousand Dollars (\$69,500,000.00).
- 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, 2029, and through the term of this Agreement is less than Sixty-Nine Million Ninety-Four Thousand Eight Hundred Dollars (\$69,094,800.00), the Deficit Payment (as defined below) provisions of Section VI. B. shall apply.~~
- D. "Available Tax Increment" means an amount equal to the Tax Increment actually received by the City in each year less the Priority Project Costs as defined in Section III.C.1.a.
- E. "Base Assessed Value" means the total 2026 Assessed Value of the certain tax parcels comprising the Property in the amount of Four Hundred and Five Thousand Two Hundred dollars (\$405,200).
- 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 NEW LAND ENTERPRISES, 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 18" means City of De Pere Tax Incremental District No. 18 as amended, which is statutorily scheduled to close as of May 7, 2052.
- L. "Exhibits" means the supplementary reference information attached to this development agreement that shall include the following:

1. Exhibit A: Map of Property
2. Exhibit A-1: Legal Description of Property
3. Exhibit B: Preliminary Concept Plan
4. Exhibit C: Description of Project, Final Concept Plan and Site Plan
5. Exhibit D: Minimum Annual Property Tax Payment Schedule
6. Exhibit E: Municipal Revenue Obligation (as to FORM), with Schedule 1 – Payment Schedule
7. Exhibit F: Proposed Street Vacation Map
8. Exhibit G: Infrastructure Improvements
9. Exhibit H: Easements
10. Exhibit I: ALTA Survey

- 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, governmental actions, acts of nature, acts of God, pandemics, epidemics, COVID, Hantavirus, Ebola, 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 Sixty-Nine Million Five Hundred Thousand Dollars (\$69,500,000.00).
- 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. “Project Incentives” means the Project Grant together with the PAYGO Incentives as set forth and defined in Section III.C.
- U. “Property” means the Property as defined in the Recitals.
- V. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- W. “Public Art” means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including

paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, lighting, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.

- X. "Public Improvements" means the infrastructure improvements in connection with the Project including, without limitation:
1. roadroad, lighting, streetscape, parking, 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 or internet service, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- Y. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- Z. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Municipal Code and this Agreement.
- AA. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Municipal Code and this Agreement.
- BB. "Substantial Completion or Substantially Completed" means that a Certificate of Occupancy for the Development Project has been issued by the City Building Inspection Department and confirmation from the Zoning Administrator that the entire approved site has been completed including, but not limited, to light plan, lighting plan, landscape plan, which shall be no later than December 31, 2028.
- CC. "Tax Increment" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the land and improvements comprising the Development Project and any taxable property associated with the Project and or the Property.
- DD. "Term of the Agreement" means through the end of TID 18 OR means the period beginning on the date of this Agreement and ending on the Final Payment Date (as that term is defined in Section III. C.1.b., below) whichever occurs sooner.

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 Grants, the receipt of which are necessary for the Project to proceed.

1. Developer Project Cost Reimbursement Grant. City shall provide Developer with **\$8,350,000** as a “Project Reimbursement Grant” incentive to pay certain Qualified Expenditures incurred by Developer for the Project upon fulfilling certain obligations identified herein and in Section VI. of this Agreement disbursed as follows:

a) First Disbursement. The first partial disbursement of the Project Reimbursement Grant in the amount of Two Million Five Hundred Thousand and no/100 (\$2,500,000.00) shall be payable to the Developer upon completion of the Project footings, foundations, and pre-cast underground parking. The Developer shall reimburse the City, out of the third disbursement (as described below), for all interest payments at the City’s cost / municipal bond rate incurred by the City for this first disbursement until the Project receives the Certificate of Occupancy. The interest payment shall be prorated during the year of completion to represent the number of days from January 1 through the date on which the Certificate of Occupancy is issued, and such prorated amount shall constitute the Developer’s obligation for that calendar year. The City shall invoice the Developer after January 1 of the preceding year, and such invoice shall include all supporting payment documentation. The first disbursement represents approximately 30% of the total Project Reimbursement Grant.

b) Second Disbursement. The second partial disbursement of the Project Reimbursement Grant shall be in the amount of Two Million Five Hundred Thousand and no/100 (\$2,500,000.00) and shall be payable to the Developer not more than fifteen (15) days after approval of the building enclosure and together with a written request submitted by the Developer to the City. The building enclosure shall include substantially all windows, temporary doors, and the finished roof, as documented and approved by the Senior Building Inspector. The Developer shall reimburse the City, out of the third disbursement for all interest payments at the City’s cost / municipal bond rate incurred by the City for this second disbursement until the project receives the Certificate of Occupancy. The interest payment shall be prorated during the year of completion to represent the number of days from January 1 through the date on which the Certificate of Occupancy is issued, and such prorated amount shall constitute the Developer’s obligation for that calendar year. The City shall invoice the Developer after January 1 of the preceding year, and such invoice shall include all supporting payment documentation. The second disbursement represents approximately 30% of the total Project Reimbursement Grant.

- c) Third Disbursement. The third and final partial disbursement of the Project Reimbursement Grant shall be in the amount of Three Million Three Hundred and Fifty Thousand and no/100 Dollars (\$3,350,000.00) and shall be payable to the Developer after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified final project costs, with such review not being unreasonably withheld or delayed. However, at no point shall an individual project grant be issued prior to September 1 of the subject year unless the Developer notifies the City by October of the preceding year that they expect to complete the applicable Project Phase between January 1 and July 31 of the subject year. Developer shall submit its total initial development costs for review by the Development Services Director to ensure the “total project costs incurred” are substantially similar to the estimated costs. Substantially similar shall be defined as +/- five percent (5%) of the estimated project costs. The City and Developer may request to renegotiate the Project Cost Reimbursement Grant for final project costs that are greater than or less than five percent (5%) of the estimated project costs: and adjust this third and final partial disbursement of the Project Reimbursement Grant in accordance with any renegotiated adjusted amount. Any remaining developer contingency monies shall be considered removed from the total ~~Developer Project Cost Reimbursement Grant~~. project costs when calculating the “total project costs incurred.” The third disbursement represents approximately 40% of the total Project Reimbursement Grant.
- d) 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.
- e) The rights to each disbursement of the Project Cost Reimbursement Grant may be collaterally assigned to any lender for the Project. The City agrees to provide reasonable certification to Developer and any lender for the Project that these disbursements will be made in accordance with the Agreement if the obligations of the Developer are met in accordance with the Agreement. In the event Developer’s lender requires adjustment to the timing of the disbursements outlined above, the City and Developer shall negotiate changes to this Agreement in good faith to address the reasonable requests of Developer’s lender, provided that no such change shall diminish the City’s rights and/or impose additional obligations on the City herein or otherwise.

2. Qualified Expenditures. Project Grants 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 and Developer, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as itthey shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City makes no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

C. Municipal Revenue Obligation – PAYGO Development Incentive. The City shall provide additional TIF incentive as a pay-as-you go (PAYGO) Development Incentive, as follows:

1. Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the City shall issue a Municipal Revenue Obligation (the "MRO") with a principal value not to exceed Three Million Five Hundred Eighty Thousand Dollars (\$3,580,000.00) and a fixed annual interest rate of 6.5% Agreement for a term not greater than twenty-three (23) years from the first MRO payment as a PAYGO Development Incentive for Developer. The MRO shall be issued pursuant to the Development Agreement provided no payment on the MRO shall be due until ninety (90) days following the date the City has received revenue from the fully assessed and substantially completed development.
 - a) Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment (as defined below) in each year appropriated by the City's Common Council until and including the earlier of the Final Payment Date (as defined below) and the MRO is paid in full. "Available Tax Increment" means an amount equal to the Tax Increment actually received by the City in each year less the following (collectively, the "Priority Project Costs"): (i) professional service costs, including, but not limited to, those costs incurred by the City for outside architectural, planning, engineering, financial, accounting, consulting and legal advice and services directly related to and reasonably necessary for the negotiation and implementation of this Agreement, which professional service costs shall not exceed five percent (5%) of Tax Increment received by the City each year, (ii) administrative costs and (iii) debt service associated with any municipal borrowing done for the purpose of funding the Project Incentives, including the Project Grant(s) and the Municipal Revenue Obligation, and for Public Improvements, which debt service shall be amortized by the City over not less than twenty three (23) years. No other Project costs shall be deducted from Tax

Increment received by the City in calculating the amount of Available Tax Increment available for payment to Developer in any year. Any Priority Project Cost not paid due to insufficient Tax Increment shall be carried forward and paid from Tax Increment in the next year, or if necessary, following years until fully paid.

- b) Provided that the Developer is not in Default under this Agreement, the City shall, subject to annual appropriation of such payment by the City's Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before 90 days each year following the date that the City has received payment in full of revenue from the fully assessed and completed Project, and continuing until either the payment in full of the MRO and its terms and conditions or the termination of the District, whichever occurs earlier (each, a "Payment Date"). Notwithstanding the previous sentence, in the event that the Developer is in Default on a Payment Date, payment by the City may be suspended until all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default (beyond which the City shall have no obligation to make such payment). The term of the MRO and the City's obligation to make payments hereunder shall not terminate until the MRO's principal amount of ~~\$\$\$~~3,580,000.00 plus accrued interest has been paid in full (the "Final Payment Date") or the District is terminated by law, whichever occurs first.
 - c) The MRO shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the City and shall not constitute a general obligation of the City. The City will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein and shall not appropriate any Available Tax Increment for any other purpose until the MRO is paid in full. If Available Tax Increment is received by the City earlier than the first Payment Date, the applicable portion of such increment shall be retained by the City and applied to the first payment subject to appropriation by the City Common Council. The Developer shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned.
2. MRO Form. The MRO shall be substantially in the form attached hereto as Exhibit E and shall be payable in accordance with the terms and conditions set forth in this Agreement and such MRO. On or about each Payment Date under the MRO, the City shall provide to the Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and the remaining principal balance due on the MRO after the application of such payment.
 3. Issuance of MRO and Payment Limitation. Provided that the Developer is not in Default under this Agreement beyond the applicable cure period (if any), the City will deliver the MRO to the Developer as described in Section III C. Notwithstanding the previous sentence, in the

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

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

IV. PURCHASE OF REAL ESTATE/PROPERTY TRANSFER

- A. The Property. Developer agrees to purchase, and City agrees to convey, the certain real estate ("City Parcels") (Tax Parcels ED-796, ED-794, ED-793, ED-788-1, ED-789 & ED-799 (including the vacated Front Street road right of way)), excluding City ~~Rights~~rights-of-~~Wayway~~, such property being shown as on the attached Exhibit A and identified in this Agreement as the City Parcels.
- B. Purchase Price. The purchase price for the City Parcels shall be the amount of One Dollar (\$1.00). The purchase price is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Property. Developer shall coordinate the location of necessary laterals with the City Engineering Division for connection to any such municipal improvements.
- C. Closing Procedure. Closing on the City Parcels shall take place at the City of De Pere City Hall – Law Department, or electronically, on or before ~~MONTH AND DATE, 202X~~December 31, 2026, unless the Parties agree otherwise in writing. The following shall constitute contingencies and conditions

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precedent to Developer's obligation to close on its purchase of the City Parcels, each of which must be satisfied or waived in writing by Developer at or prior to closing:

1. Evidence of Title/Title Defects. City shall, at its own expense, provide title insurance for the City Parcels to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least (10) calendar days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the City Parcels. (subject to change/reserved), City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.
 2. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers of property in Wisconsin, including the cost of the title insurance as provided herein and any transfer taxes due.
 3. Conveyance of Title. City shall convey good title to Developer by good and sufficient special warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:
 - a) Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the City Parcels.
 - b) Easements of record, provided the same do not restrict or interfere with the intended use of the City Parcels- as is required to complete the Project.
 - c) Obligations contained in this Agreement.
- D. Access Prior to Closing. City shall permit Developer to access the City Parcels prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to and shall hold City, its officials, officers, employees, agents, and assigns harmless for any and all injury to Developer, its respective agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including but not limited to reasonable attorney fees.
- E. Environmental Representations. City made a good faith inquiry into the environmental condition of the City Parcels upon its purchase and has procured a Phase I Environmental Assessment, which assessment has been forwarded to Developer for review. City makes the following representations based on City's present knowledge after such reasonable inquiry as to the condition of the City Parcels:

1. Pending Environmental Law Litigation. City has not violated, is not violating, and has not been threatened with or received notice or charge asserting any violation of the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation Recovery Act of 1976 (“RCRA”), the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980 (“CERCLA”), the Toxic Substance Control Act of 1976, or any other federal, state, local, or foreign laws, including the rules and regulations thereon regulating or otherwise affecting the environment (“Environmental Laws”) as the same may have been amended prior to the date thereof. The City has no present knowledge that any asbestos, urea-formaldehyde, or polychlorinated biphenyl is present at or under the City Parcels.
 2. Disposal of Substances. City has not disposed of any substances in any manner on the City Parcels which may form the basis for any present or future claim based upon current environmental laws of any demand or action seeking cleanup of any site, location or body of water, surface or subsurface, under any environmental laws which may subject City, Developer or the City Parcels to claim for damages.
 3. Septic Systems/Landfill. City does not believe that any septic systems exist on, in, or under the City Parcels. City has not used the City Parcels as a landfill or dump site which involved the disposal of solid waste in a manner which may materially impact the value of the City Parcels nor does City have any present knowledge that any third party has so used the City Parcels.
 4. Above or Underground Storage Tanks. No above or underground storage tanks containing either a “regulated substance” (as defined in 40 CFR, Section 280.12), or “hazardous waste” (as defined under RCRA) have been installed in the City Parcels by City or its agents or employees. City does not believe that any such tanks existed on or under the City Parcels at any time in the past. City has no present knowledge of any “hazardous substances” (as defined under CERCLA) or “hazardous waste” (as defined under RCRA), or “petroleum based substances” (as defined in 40 CFR, Section 280.12) being spilled, leaked, discarded, or otherwise deposited on the City Parcels. City has no present knowledge that such spill, leak, discharge, or deposit occurred prior to City’s ownership or use of the City Parcels. City has no present knowledge that any of the City are contaminated by “regulated substances” (as defined in 40 CFR, Section 280.12) or has “hazardous waste” (as defined in RCRA) originated from off-site sources of such substances.
- F. Flood plain. The City Parcels are not currently identified as flood plain under Chapter 16 De Pere Municipal Code.
- G. Extent of Representations. Other than the matters disclosed in the Phase I Environmental Assessment and the representations of this Section, City makes no representations in regard to the condition of the City Parcels.
- H. Provisions to Survive Closing. The representation provisions of this Section shall survive the closing of this transaction.

V. CITY AND DEVELOPER INCENTIVE LOOK-BACK PROVISION

- A. Developer shall provide the City or its financial advisor with evidence of its annualized cumulative internal rate of return on the investment ("IRR") or other mutually agreed upon measurement ten (10) years after Project completion or after a sale/refinance event which occurs five (5) years after completion of the Project. For the purpose of this paragraph, sale of condominium units shall not be considered a sale for the purpose of triggering this provision. The selected metric shall be calculated with such equity, revenues, expenses, projected sales, and terminal value assumptions as are agreed upon by the City and Developer, consistent with generally accepted accounting principles and capitalization rates and available market information for similar mixed-use projects located in Northeast Wisconsin. For purpose of the calculation of IRR, Developer/or City shall utilize a 3rd-party appraised value to simulate a sale at refinance, or sale price at sale.
- B. ~~When Developer owns the Project and rents space to tenants,~~At the time of sale or refinance in accordance with Section V.A. above, Developer shall submit the calculation and supporting documentation shall include without limitation certified records of Project costs and revenues including lease agreements and sales on a per square foot basis. If, utilizing the ~~metrics data~~submitted with reasonable back up in accordance with the foregoing, the calculation as agreed upon by the Parties, demonstrates the IRR earned by (or would hypothetically be earned by in the case of a simulated sale at refinance) investors in the Project would earn an IRR that exceeds the eighteen percent (18%), then Developer and City shall amend the MRO downward as may be necessary to reduce the IRR to eighteen percent (18%).

VI. OBLIGATIONS OF THE DEVELOPER

- A. Project Value Warranty.
1. Guaranteed Value. Developer warrants that the Guaranteed Value of the Development Project as of January 1, 2029, shall be not less than Sixty-Nine Million Five Hundred Thousand Dollars (\$69,500,000.00). If real property taxes payable with respect to the Development Project for any year after January 1, 2029 are less than the Minimum Annual Property Tax Payment as identified in Exhibit D, 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 Sixty-Nine Million Five Hundred Thousand Dollars (\$69,500,000.00) 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 an amount not less than that set forth on Exhibit D ~~on the Development Project, commencing with the 2029 tax year (payable in calendar year 2030).~~ Should Developer's ~~the~~ Annual Property Tax Payment for any tax year beginning on or after January 1, ~~2029~~2028, not meet the Minimum Annual Property Tax Payment in accordance with Exhibit D, Developer, and its successors and assigns, shall make a ~~Deficit Payment~~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. ("Deficit Payment"). The Developer may elect to separate and assign the Minimum Annual Property Tax Payment obligations contained herein among and between the (1) commercial/apartment revenue portion of the Project, via condominium or other agreement, and the (2) condominium ownership portion (via the Residential Condominium Association) of the Project, provided that it records the split of payment obligations so that future buyers/owners of either component (1) or (2) of the Project, as described above, will be aware of and formally assume such payment obligations such that the City may assess and charge payments due accordingly. As a result of the foregoing, the Developer, or its assigns, and future Residential Condominium Association shall make a ~~the "Deficit Payment" equal to the difference in taxes to be collected and the Minimum Annual Property Tax Payment.~~ The City shall be responsible for conducting the annual evaluation and determining if a Deficit Payment is due and notifying the Developer and Residential Condominium Association accordingly pursuant to allocation calculations as determined and provided by the Developer. The Minimum Annual Property Tax Payment schedule is included in Exhibit D which shall be required to be amended upon any separation or assignment of the Minimum Annual Property Tax Payment obligations contained herein.

1. The Deficit Payment shall be due and payable in full on or before July 31 of each year due, commencing in 2028 based on Exhibit D. If not paid in full by said date, the Deficit Payment amount shall be deducted from the MRO PAYGO Developer Incentive due to Developer under this Agreement. If the Deficit Payment is not fully paid by August 31 of the year in which it is due, the amount so determined under the above process shall be placed against the Property (or appropriate portion thereof) as a special charge for services rendered under Wis. Stats. §66.0627(2).
2. The Developer's and future Residential Condominium Association'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 the Municipal Revenue Obligation 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, or its assigns shall personally guarantee any Deficit Payment, as defined herein, starting the taxable year of ~~2028~~2027 (payable in ~~2029~~2028) ("Personal Guarantee").
2. Any individual member of the Developer, or its assigns shall provide the Personal Guarantee to the City, subject to their reasonable 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- which in the event of a sale shall not be unreasonably withheld conditioned or delayed. 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.
 4. Notwithstanding the foregoing, the Personal Guarantee(s) may be assigned in whole or in part, to any master condominium association or sub associations created to own the Project and or Property or parts thereof with prior consent of the City, which shall not be unreasonably withheld or delayed. The obligation to satisfy the Deficit Payment(s) shall remain with such approved assignee until the City's debt service on the TIF incentive is retired or the TID is terminated, whichever event is sooner. It is understood and agreed to by the Parties that the passive investors of the Developer and or individual condominium owners shall not be personally obligated to provide personal guarantees with respect to the Deficit Payment but rather such obligation shall remain with the future Residential Condominium Association, who may assess its members (condominium owners) accordingly.
- D. Concept Plan. Prior to AugustSeptember 1, 2026, Developer shall submit a Concept 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 Concept Plan shall clearly identify:
1. Proposed development, including site plan, elevations
 2. Proposed right-of-way improvements
 3. Proposed easement vacations
 4. Proposed public plaza design and public amenities which shall include the following:
 - a) A grand staircase extending from Broadway Street to the Fox River Trail and adjacent waterfront.
 - b) Passive park and plaza space south of the George street extension not the Claude Allouez Bridge right-of-way. The passive and plaza space should attempt to include stormwater management elements to accommodate the 40% TSS requirements as set forth under this Agreement. The plaza portion shall be designed and constructed to accommodate and operationally support the placement and traversing of fire truck and other like apparatus to serve the Property and to provide adequate emergency public services.
 - c) Should Developer determine it would be beneficial to a future retail tenant to utilize the Claude Allouez Bridge underpass as programmed or outdoor dining space, the City will work with Developer and the State of Wisconsin to appropriately utilize such

space at no additional cost. Should Developer determine it would be beneficial and allowable to install boat slips along the frontage of the Property, the City shall cooperate with the Developer as needed to allow Developer to obtain the riparian rights necessary to permit the same, and in exchange Developer shall grant whatever public access easements pursuant to (d) below to prevent any interference with the public access required across the Property pursuant to (d) below.

- d) To establish public use and access to these foregoing amenities, including but not limited to the grand staircase, passive park and plaza and other collateral elements, the Developer shall grant to the City a perpetual non-revocable public access easement across all such amenities and spaces. Developer shall maintain all ownership and maintenance obligations for the same. In the event replacement of any such publicly accessible improvement to which the foregoing easements are subject, the City and Developer shall jointly be responsible for the same pursuant to a cost-share between the Parties, provided that the replacement is not made necessary by the intentionally harmful acts of the other. The Parties shall execute a separate easement and access agreement to address the specific obligations with respect to the public amenities contemplated herein.

E. Construction Documents. Prior to January 1, 2027, 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.

F. Development Budget. Prior to November 1, 2026, 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 ~~(\$\$. \$\$)~~ Fifty Million Dollars (\$50,000,000) in “hard” construction costs for the entire Project; and
2. A line item or line items of not less than ~~ten~~ eight percent (~~10~~%) of total Project costs for cost overruns and change orders as contingency; and
3. A line item of not less than ~~.025~~ .25% of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards:
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the City; or
 - d) Any combination of the elements above.
4. 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 on or before November 1, 2026 to enable construction to commence and proceed so as to obtain Substantial Completion of the Project. 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~~ August 31, 2026 – 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 impactsewert~~ fees that may be due and payable in connection with the Project. There are no impact fees applicable to this Project that will be imposable by the City.
 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 January 1, 2027, 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 January 1, 2027, 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 December 31, 2026, Developer shall have closed on the purchase of all of the ~~parcels comprising~~ City Parcels included in the Property and all of the necessary rights of way required for the Project: existing thereon. By no later than ~~DATE~~ January 31, 2027, Developer shall have closed on the purchase of all of the parcels comprising the MP Broadway LLC property, and Developer shall provide copies of deeds and such other closing documents as requested by the City regarding the purchase of the MP Broadway LLC property and rights of way. The ~~Property~~ City Parcels and rights of way and the MP Broadway LLC property and rights of way shall be owned in the name of the Developer or its assigns.
- 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. Plat/Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- M. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- N. 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 reasonably free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- O. Ownership/Transfer or Sale of Project and/or Property. Portions of the Project are intended as a for-sale development (i.e., office, retail or residential condominiums). Accordingly the Developer shall retain ownership of the Project until final completion; provided, however, that individual residential condominium units may be sold as they are completed. For all other portions of the Project, the Developer must retain ownership of the remaining Project at least long enough to complete it, stabilize its occupancy, establish the Project management, and initiate payment of taxes based on the increased project value.
 - 1. Notice. Upon or following the satisfaction of all of the foregoing, which shall be determined upon the ~~sole~~reasonable 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- which may not be unreasonably conditioned withheld or delayed. 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 collateral assignment, 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.

P. Commencement of Construction and Project. Developer shall commence construction of the Project no later than February 1, 2027.

Q. Substantial Completion. The Project shall be Substantially Completed and subject to full real property tax assessment as of December 31, 2028.

R. Failure to Commence Construction or Substantially Complete.

1. Notice and Cure. If, in the reasonable discretion of City, Developer has not ~~complied with the provisions of this Agreement~~ timely commenced construction pursuant to P. above, or Developer has not timely reached substantial completion pursuant to Q. above, City may notify Developer of such failure.

2. Repurchase of Parcel. If after ~~ninety (90)~~ one hundred (180) days of ~~mailing receipt~~ of such notice by Developer, Developer has not cured the default or progressed to curing the default in a manner and at such pace acceptable to the City, City shall retain the right to repurchase the City Parcels as follows:

a) If the City determines to repurchase the City Parcels, it is entitled to do so for the price paid for the City Parcels along with pursuing recovery or remedies at law or equity and real property taxes due for the period the City Parcels were owned by Developer and liens or judgments of record attributable to Developer. with notice to Developer. Developer shall, in addition, pay all usual and customary closing costs of a seller of property in Wisconsin. The Parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the Property.

b) If the City repurchases the City Parcels, all improvements to the real property shall become that of the City, and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the City Parcels as a result or consequence of Developer's ownership or construction efforts thereon.

c) Upon the repurchase of the City Parcels by City, this Agreement shall terminate and the Parties shall have no further obligations to each other except such obligations that expressly survive termination of this Agreement.

3. Lender's Right to Cure. In the event notice is provided by City in accordance with Section VI.R.2, Developer's lender shall have the right but not the obligation to cure the default

triggered by this Section VI.R.2 in the place of Developer. Developer's lender shall notify the City of its decision to do so in accordance with a collateral assignment of this Agreement, and shall thereafter take the place of Developer in all regards to fulfil the remainder of the obligations of the Developer hereunder until assignment of the Agreement is made by the lender to its successor. In the event lender chooses to replace the Developer in accordance with this provision, the City agrees to work in good faith with lender to determine a reasonable timeline to cure the default and complete the Project.

3.4. Force Majeure. If Developer is delayed from achieving Substantial Completion as required in this Agreement, and as referred to in this Section, due to Force Majeure as defined in Section II. of this Agreement, the rescission and repurchase or return of Site Assembly Grant provisions of this Section VI.Q.2. shall be postponed by the period of such delay. This paragraph is intended to be in addition to all other remedies available to the City at law or equity. This paragraph shall not apply to the dates applicable to the Guaranteed Value under Section VI.A. or the Minimum Annual Property Tax Payment under Section VI.B but the Parties may negotiate in good faith reasonable extensions or adjustments to the Minimum Annual Property Tax Payment schedule to address delays if needed.

- S. 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. Additionally, Developer shall grant to the City and record a perpetual and irrevocable public access easement to provide and maintain public access to the grand staircase, passive park and plaza and other collateral elements of the public amenities Developer has committed to developing pursuant to this Agreement. Developer shall maintain all ownership and maintenance obligations for the same. It is ~~understand~~understood and agreed to among the Parties that these public amenities and spaces shall be maintained and activated in perpetuity for the purpose of public and community events, including City programming and full public ingress and egress. The shared intent is for these public amenities to serve as connection between the Project buildings to the adjacent Fox River Trail and City riverfront for community and public benefit. Such rights and uses with respect to the public amenities shall be contained in a separate easement and access agreement to be executed between the Parties.
- T. Landscaping. Developer shall be responsible for landscaping on the Property, including trees, shrubs, seeding, or sod related to the improvements as required in the approved site plan.
- U. 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 deemed necessary by Developer for the use and operation of the Project.
 2. Developer shall, at its own expense, prepare an evaluation of the utility needs of the Project and submit to the City for review by the Engineering Division to evaluate whether existing utilities can adequately and compliantly support and service the Project and proposed development.

3. If utility and infrastructure improvements are determined by the Engineering Division as necessary to comply with codes, standards, laws, or other regulatory authorities or are otherwise necessary, in the sole discretion of the City Engineer, or consultants thereof, to safely serve and or support the Project, shall be at the expense of the Developer. Any and all upgrades to Public Infrastructure that are necessary to serve and/or support the Development Project shall be at the expense of the Developer. Any additional Public Infrastructure capacity increases and or upgrades beyond what is necessitated by the Development Project shall be at the expense of the City. City represents to Developer that based on the submitted materials at the time of this Agreement including the proposed uses contained in the Project, it has no actual knowledge or reasonable belief that the existing capacities of the Public Infrastructure will require upgrading beyond what is necessitated by the Project.
 4. Any relocation of utilities and/or Public Infrastructure necessary to serve and/or support the Project shall be at the expense of the Developer. Any utility and/or Public Infrastructure relocations beyond what is necessitated by the Project shall be at the expense of the City.
- V. 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.
- W. 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, including working with the City's Engineering Division to ensure the Projects meets the 40% TSS stormwater requirements as part of Project costs.
- X. Erosion. Developer shall be responsible for all erosion control related to construction of all improvements on the Subject Property.
- Y. Parking. Developer shall provide parking for residential uses internal to the structure, and commercial uses which shall be done on-site or utilize on-street/shared parking as ~~permitted in the City zoning code~~ indicated on Exhibit C, and shall have no obligation to exceed the capacities included in the same.
- Z. Costs. Except as waived as provided herein, 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.
- AA. 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.
- BB. 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.
- CC. 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.

DD. 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 following Developer's acquisition of 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.

EE. 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.

FF. 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-;
- C. Raze of 126 S Broadway St: The City shall demolish improvements on and stabilize the site, to the reasonable satisfaction of Developer, at 126 S Broadway St prior to closing.
- D. Access Prior to Closing: The City shall permit Developer to access the City Parcels prior to closing at no cost to Developer for the purposes of site examination, and testing as deemed reasonable by

Developer. Developer agrees to hold the City and officials harmless for any and all injury to the Developer and/or its representatives through a City Revocable Occupancy Permit.

- E. Charles Street and Front Street Right-of-Way Vacation: ~~Following the receipts of the ALTA survey~~Prior to the commencement of construction and coordinated with Developer, the City, at its own expense, shall coordinate with all respective parties, to vacate Charles Street and Front Street right-of-way as generally illustrated in Exhibit F ~~and all such frontage shall be dedicated as City of De Pere Property.~~
- F. Easements: Cooperation and assistance as reasonably required by Developer for the removal of public easements and the creation of new public easements in keeping with the intent of the parties outlined in this Agreement. Easements are generally illustrated in Exhibit H.
- G. Public Improvements: The following public improvements shall be completed by the City at the City's cost prior to Project Completion. Preliminary targets include subgrade infrastructure in the fall 2027 and streetscaping in the spring 2028.
 - 1. George Street Infrastructure and Extension: The City shall work with the Developer to design and reconstruct the George Street extension. Extension shall include the typical street section of sidewalks, parallel parking, and public amenities such as pedestrian lighting, street trees, and benches where appropriate and as generally illustrated in Exhibit G-1 to accommodate access to the Project.
 - 2. George Street and Broadway Street Public Parking Map: The City shall reconstruct and reconfigure the surface parking lot on George Street as generally illustrated in the Concept Plan contained in Exhibit G-2. The design shall attempt to minimize retaining walls. The City shall also coordinate with the Wisconsin Department of Transportation to reconfigure Broadway Street surface parking lot with an effort to gain two (2) to four (4) additional parking stalls.
 - 3. Front Street Parking South of Cloude Allouez Bridge: The City shall restripe and add parallel parking stalls on the west side of the existing Front Street as illustrated in Exhibit G-3. Improvements and location of parking may necessitate additional barriers between the Fox River Trail and the parking areas.
- H. WEDC Idle Sites/DNR Grants/Other Grants: The City shall apply for an Idle Sites Grant from the Wisconsin Economic Development Corporation and other grants from various state agencies and leverage any such grants received for the benefit of the Project. The total amount of the grants the City shall attempt to apply for is \$250,000.00 attributable to the infrastructure improvements. Developer shall assist in the application process. Developer may apply for various grants including but not limited to the WEDC CDI, Idle Sites, Brownfield and City shall cooperate with Developer's reasonable requests regarding same.
- I. Utility Connection, Parking, Street Closure Fees: The City will waive all utility connection charges, street closure fees, and adjacent metered parking fees reasonably required by Developer for the execution of the Project during construction of the Project.
- J. Grandt Staircase and Utility Coordination: The City shall coordinate discussions and arrange at its sole

cost and expense, with NEW Water for the replacement and installation of sanitary sewer interceptor, vacation of Charles Street Right-of-Way, and necessary utility easements over said infrastructure.

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.

~~B.C.~~ Demolition. The demolition required under Section VII.C shall be completed.

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;

Development Agreement
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3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect which cannot be made true within thirty (30) days from the date of notice from the City;
 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 good faith and reasonable determination of the City would threaten the reputation of Developer ~~or~~ in a materially adverse way or actually and materially hinder 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, beyond any applicable notice and cure period, 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 with 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 Subject to Section XI.D. below, 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. Any failure by the City to perform its obligations hereunder that cause delay to the Project shall cause a day for day extension of all dates and deadlines imposed on Developer in this Agreement, with the exception of the dates applicable to the Guaranteed Value and Minimum Annual Property Tax Payments.
- 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 parties agree in writing to terminate the Agreement.

B. Early Limited Termination by Developer. In the event Developer does not acquire presales of 50% of the residential condominiums by February 1, 2027, Developer shall have the right to terminate the Agreement and in the event the City Parcels have been transferred to Developer, Section VI.R.2 shall be triggered.

B.C. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty - three years (23) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year ~~YYYY~~2052.

C.D. Survival of Certain Provisions. Sections IV.E.; 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)~~ one hundred twenty (120) days from the date the event occurred.

Attn: PRINCIPAL Tim Gokhman
ADDRESS
CITY, STATE, ZIP
1840 N Farwell Ave. STE A
Milwaukee, WI 53202
e-mail: address@addresstim@newlandmke.com
facsimile:

With a copy to: Developer Attorney
 New Land Enterprises LLC
 Attn: Sheldon Oppermann
 1840 N Farwell Ave. STE A
 Milwaukee, WI 53202
 e-mail: sheldon@newlandmke.com

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

- Q. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- R. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- S. No Waiver; Remedies. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
- T. Immunity. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.
- U. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- V. Due Authority. Developer shall provide to the City a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions upon execution of this Agreement.

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

(SIGNATURE PAGES TO FOLLOW)

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

NEW LAND ENTERPRISES LLC, or its assigns

By:

Tim Gokhman, Manager

State of Wisconsin)
): SS

BrownMilwaukee County)

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

Notary Public, State of Wisconsin

My commission expires on _____

DEVELOPMENT AGREEMENT REGARDING PROPERTY REDEVELOPMENT BETWEEN

THE CITY OF DE PERE AND NEW LAND ENTERPRISES, LLC

(Parcel Numbers – ED-796, ED-794, ED-793, ED-788-1, ED-789 & ED-799

ED-783, ED-784, ED-785, ED-788, ED-790, ED-798)

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 NEW LAND ENTERPRISES, 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 2024, the City created Tax Incremental District No. 18, as and for the benefit of rehabilitation and conservation of properties on the east side of downtown De Pere.
- C. Developer has proposed to/has acquire(d) and/or develop certain real property, identified for real estate tax purposes and address as:

| MP Broadway LLC | | | |
|------------------------|-------------------|-------|----------------|
| Tax Parcel | Address | Acres | Assessed Value |
| ED-783 | 100 S Broadway ST | 0.209 | \$68,100 |
| ED-784 | 106 S Broadway ST | 0.054 | \$22,900 |
| ED-785 | 114 S Broadway ST | 0.206 | \$67,200 |
| ED-788 | 118 S Broadway ST | 0.046 | \$19,300 |
| ED-790 | 132 S Broadway ST | 0.197 | \$185,600 |
| ED-798 | 302 Geroge ST | 0.129 | \$42,100 |
| Total | | 0.841 | \$405,200 |

| City of De Pere | | | |
|------------------------|-----------------|-------|----------------|
| Tax Parcel | Address | Acres | Assessed Value |
| ED-788-1 | 0 S Broadway ST | 0.156 | \$0 |
| ED-789 | 0 S Broadway ST | 0.088 | \$0 |
| ED-793 | 0 Front ST | 0.162 | \$0 |
| ED-794 | 0 S Broadway ST | 0.205 | \$0 |
| ED-796 | 0 Front ST | 0.240 | \$0 |
| ED-799 | 0 Charles ST | 0.035 | \$0 |
| Total | | 0.886 | \$0 |

[INSERT LEGAL DESCRIPTION]

- D. The parcels listed above, along with the proposed vacation of Front Street and Charles Street, shall be referred to as the “Property.” The Property comprises approximately 2.46 acres of land. A map of the

Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT A-1.

- E. Developer intends to complete a project, which includes construction of a mixed-use six to seven story retail/commercial building containing market rate apartments, residential condominium ownership units, parking, retail space, and public and private amenities, constructed in a single phase (“Project”). The proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as Exhibit B.
- F. As of January 1, 2026, the Property has an aggregate assessed value of \$405,200.00.
- G. Upon completion of the Project, the City estimates the assessed property value of the Property to be Sixty-Nine Million Five Hundred Thousand Dollars (\$69,500,000.00), which is anticipated to yield approximately One Million Seventy Thousand One Hundred Dollars (\$1,070,100.00) in total real estate taxes annually.
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.
- H. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District Number 18 (“TID 18” or the “District”), which will provide part of the financing for certain costs of the Project.
- I. The Project described above and more fully in this Agreement will promote the development and economic stability of TID 18 and the City as a whole.
- J. Developer’s ability to construct and occupy the new facility would not be viable and this development would not occur in the City but for the City’s commitment to reimburse Developer for significant site acquisition and development expenses associated with site assembly.
- K. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; acquisition of land; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded to Developer.
- L. Allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, site assembly reimbursement grant incentives, project costs, and other cash grants when made pursuant to a signed development agreement.
- M. The City believes it is appropriate to use tax increments from the District to provide for the construction of certain improvements to the Property (as defined herein) in and for the benefit of TID 18 to facilitate development and redevelopment within the District and to provide financing for portions of such improvements and redevelopment.
- N. The City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding tax base and employment

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opportunities within the City.

- O. The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project, including, without limitation, street reconstruction, parking lot reconstructions, utility reconstruction/expansion, and traffic improvements to serve the Project.
- P. As a result, the City wishes to promote this development and provide the required financial assistance to Developer.

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

I. PURPOSE

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

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, Developer, as amended and supplemented from time to time.
- B. "Assessed Value" means the anticipated initial value placed upon the Development Project upon completion as determined pursuant to Wisconsin Statutes, Chapter 70. The projected Assessed Value for the Development Project is Sixty-Nine Million Five Hundred Thousand Dollars (\$69,500,000.00).
- 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, 2029, and through the term of this Agreement is less than Sixty-Nine Million Ninety-Four Thousand Eight Hundred Dollars (\$69,094,800.00), the Deficit Payment (as defined below) provisions of Section VI. B. shall apply.
- D. "Available Tax Increment" means an amount equal to the Tax Increment actually received by the City in each year less the Priority Project Costs as defined in Section III.C.1.a.
- E. "Base Assessed Value" means the total 2026 Assessed Value of the certain tax parcels comprising the Property in the amount of Four Hundred and Five Thousand Two Hundred dollars (\$405,200).
- 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 NEW LAND ENTERPRISES, 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 18" means City of De Pere Tax Incremental District No. 18 as amended, which is statutorily scheduled to close as of May 7, 2052.
- L. "Exhibits" means the supplementary reference information attached to this development agreement that shall include the following:
 - 1. Exhibit A: Map of Property
 - 2. Exhibit A-1: Legal Description of Property

3. Exhibit B: Preliminary Concept Plan
4. Exhibit C: Description of Project, Final Concept Plan and Site Plan
5. Exhibit D: Minimum Annual Property Tax Payment Schedule
6. Exhibit E: Municipal Revenue Obligation (as to FORM), with Schedule 1 – Payment Schedule
7. Exhibit F: Proposed Street Vacation Map
8. Exhibit G: Infrastructure Improvements
9. Exhibit H: Easements
10. Exhibit I: ALTA Survey

- 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 Sixty-Nine Million Five Hundred Thousand Dollars (\$69,500,000.00).
- 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. “Project Incentives” means the Project Grant together with the PAYGO Incentives as set forth and defined in Section III.C.
- U. “Property” means the Property as defined in the Recitals.
- V. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- W. “Public Art” means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, or other sculptures; environmental artworks; fountains, arches or other structures

intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.

- X. "Public Improvements" means the infrastructure improvements in connection with the Project including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- Y. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- Z. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Municipal Code and this Agreement.
- AA. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Municipal Code and this Agreement.
- BB. "Substantial Completion or Substantially Completed" means that a Certificate of Occupancy for the Development Project has been issued by the City Building Inspection Department and confirmation from the Zoning Administrator that the entire approved site has been completed including, but not limited, to light plan, lighting plan, landscape plan, which shall be no later than December 31, 2028.
- CC. "Tax Increment" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the land and improvements comprising the Development Project and any taxable property associated with the Project and or the Property.
- DD. "Term of the Agreement" means through the end of TID 18 OR means the period beginning on the date of this Agreement and ending on the Final Payment Date (as that term is defined in Section III. C.1.b., below) whichever occurs sooner.

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 Grants, the receipt of which are necessary for the Project to proceed.
1. Developer Project Cost Reimbursement Grant. City shall provide Developer with a Project Reimbursement Grant incentive to pay certain Qualified Expenditures incurred by Developer for the Project upon fulfilling certain obligations identified herein and in Section VI. of this Agreement as follows:
 - a) First Disbursement. The first disbursement of the Project Reimbursement Grant in the amount of Two Million Five Hundred Thousand and no/100 (\$2,500,000.00) shall be payable to the Developer upon completion of the Project footings, foundations, and pre-cast underground parking. The Developer shall reimburse the City, out of the third disbursement (as described below), for all interest payments incurred by the City for this first disbursement until the Project receives the Certificate of Occupancy. The interest payment shall be prorated during the year of completion to represent the number of days from January 1 through the date on which the Certificate of Occupancy is issued, and such prorated amount shall constitute the Developer’s obligation for that calendar year. The City shall invoice the Developer after January 1 of the preceding year, and such invoice shall include all supporting payment documentation. The first disbursement represents approximately 30% of the total Project Reimbursement Grant.
 - b) Second Disbursement. The second disbursement of the Project Reimbursement Grant shall be in the amount of Two Million Five Hundred Thousand and no/100 (\$2,500,000.00) and shall be payable to the Developer not more than fifteen (15) days after approval of the building enclosure and together with a written request submitted by the Developer to the City. The building enclosure shall include all windows, temporary doors, and the finished roof, as documented and approved by the Senior Building Inspector. The Developer shall reimburse the City, out of the third disbursement for all interest payments incurred by the City for this second disbursement until the project receives the Certificate of Occupancy. The interest payment shall be prorated during the year of completion to represent the number of days from January 1 through the date on which the Certificate of Occupancy is issued, and such prorated amount shall constitute the Developer’s obligation for that calendar year. The City shall invoice the Developer after January 1 of the preceding year, and such invoice shall include all supporting payment documentation. The second disbursement represents approximately 30% of the total Project Reimbursement Grant.

- c) Third Disbursement. The third disbursement of the Project Reimbursement Grant shall be in the amount of Three Million Three Hundred and Fifty Thousand and no/100 Dollars (\$3,350,000.00) and shall be payable to the Developer after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified final project costs, with such review not being unreasonably withheld or delayed. However, at no point shall an individual project grant be issued prior to September 1 of the subject year unless the Developer notifies the City by October of the preceding year that they expect to complete the applicable Project Phase between January 1 and July 31 of the subject year. Developer shall submit its total initial development costs for review by the Development Services Director to ensure the total project costs are substantially similar to the estimated costs. Substantially similar shall be defined as +/- five percent (5%) of the estimated project costs. The City and Developer may request to renegotiate the Project Cost Reimbursement Grant for final project costs that are greater than or less than five percent (5%) of the estimated project costs. Any remaining developer contingency monies shall be removed from the total Developer Project Cost Reimbursement Grant. The third disbursement represents approximately 40% of the total Project Reimbursement Grant.
- d) 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.
- e) The rights to each disbursement of the Project Cost Reimbursement Grant may be collaterally assigned to any lender for the Project. The City agrees to provide reasonable certification to Developer and any lender for the Project that these disbursements will be made in accordance with the Agreement if the obligations of the Developer are met in accordance with the Agreement.

2. Qualified Expenditures. Project Grants 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, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as it shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City makes no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

C. Municipal Revenue Obligation – PAYGO Development Incentive. The City shall provide additional TIF incentive as a pay-as-you go (PAYGO) Development Incentive, as follows:

1. Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the City shall issue a Municipal Revenue Obligation (the “MRO”) with a principal value not to exceed Three Million Five Hundred Eighty Thousand Dollars (\$3,580,000.00) and a fixed annual interest rate of 6.5% Agreement for a term not greater than twenty-three (23) years as a PAYGO Development Incentive for Developer. The MRO shall be issued pursuant to the Development Agreement provided no payment on the MRO shall be due until ninety (90) days following the date the City has received revenue from the fully assessed and substantially completed development.
 - a) Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment (as defined below) in each year appropriated by the City’s Common Council until and including the earlier of the Final Payment Date (as defined below) and the MRO is paid in full. “Available Tax Increment” means an amount equal to the Tax Increment actually received by the City in each year less the following (collectively, the “Priority Project Costs”): (i) professional service costs, including, but not limited to, those costs incurred by the City for outside architectural, planning, engineering, financial, accounting, consulting and legal advice and services related to the negotiation and implementation of this Agreement, which professional service costs shall not exceed five percent (5%) of Tax Increment received by the City each year, (ii) administrative costs and (iii) debt service associated with any municipal borrowing done for the purpose of funding the Project Incentives, including the Project Grant(s) and the Municipal Revenue Obligation, and for Public Improvements, which debt service shall be amortized by the City over not less than twenty three (23) years. No other Project costs shall be deducted from Tax Increment received by the City in calculating the amount of Available Tax Increment available for payment to Developer in any year. Any Priority Project Cost not paid due to insufficient Tax Increment shall be carried forward and paid from Tax Increment in the next year, or if necessary, following years until fully paid.
 - b) Provided that the Developer is not in Default under this Agreement, the City shall, subject to annual appropriation of such payment by the City’s Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before 90 days each year following the date that the City has received payment in full of revenue from the fully assessed and completed Project, and continuing until either the payment in full of the MRO and its terms and conditions or the termination of the District, whichever occurs earlier (each, a “Payment Date”). Notwithstanding

the previous sentence, in the event that the Developer is in Default on a Payment Date, payment by the City may be suspended until all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default (beyond which the City shall have no obligation to make such payment). The term of the MRO and the City's obligation to make payments hereunder shall not terminate until the MRO's principal amount of \$3,580,000.00 plus accrued interest has been paid in full (the "Final Payment Date") or the District is terminated by law, whichever occurs first.

- c) The MRO shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the City and shall not constitute a general obligation of the City. The City will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein and shall not appropriate any Available Tax Increment for any other purpose until the MRO is paid in full. If Available Tax Increment is received by the City earlier than the first Payment Date, the applicable portion of such increment shall be retained by the City and applied to the first payment subject to appropriation by the City Common Council. The Developer shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned.
2. MRO Form. The MRO shall be substantially in the form attached hereto as Exhibit E and shall be payable in accordance with the terms and conditions set forth in this Agreement and such MRO. On or about each Payment Date under the MRO, the City shall provide to the Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and the remaining principal balance due on the MRO after the application of such payment.
3. Issuance of MRO and Payment Limitation. Provided that the Developer is not in Default under this Agreement beyond the applicable cure period (if any), the City will deliver the MRO to the Developer as described in Section III C. Notwithstanding the previous sentence, in the event that the Developer is in Default prior to the City's issuance of the MRO, the City shall not be required to deliver the MRO to the Developer until a reasonable time after, but no more than thirty (30) days after, all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default. The City's obligation to make payments on the MRO is conditioned on the requirement that the Developer is not in Default under this Agreement beyond any applicable cure period. For the avoidance of any doubt, upon the occurrence of a Default, the City may suspend such payment until the Default is cured, provided that if the Default is not cured within the applicable cure period (if any), the City shall have no further obligation to make such payment and the City may exercise any and all available remedies.

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

IV. PURCHASE OF REAL ESTATE/PROPERTY TRANSFER

- A. The Property. Developer agrees to purchase, and City agrees to convey, the certain real estate ("City Parcels") (Tax Parcels ED-796, ED-794, ED-793, ED-788-1, ED-789 & ED-799 (including the vacated Front Street road right of way)), excluding City Rights-of-Way, such property being shown as on the attached Exhibit A and identified in this Agreement as the City Parcels.
- B. Purchase Price. The purchase price for the City Parcels shall be the amount of One Dollar (\$1.00). The purchase price is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Property. Developer shall coordinate the location of necessary laterals with the City Engineering Division for connection to any such municipal improvements.
- C. Closing Procedure. Closing shall take place at the City of De Pere City Hall – Law Department, or electronically, on or before MONTH AND DATE, 202X, unless the Parties agree otherwise in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the City Parcels, each of which must be satisfied or waived in writing by Developer at or prior to closing:
 1. Evidence of Title/Title Defects. City shall, at its own expense, provide title insurance for the City Parcels to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least (10) calendar days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the City Parcels. (subject to change/reserved), City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of

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

2. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers of property in Wisconsin, including the cost of the title insurance as provided herein and any transfer taxes due.
 3. Conveyance of Title. City shall convey good title to Developer by good and sufficient special warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:
 - a) Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the City Parcels.
 - b) Easements of record, provided the same do not restrict or interfere with the intended use of the City Parcels.
 - c) Obligations contained in this Agreement.
- D. Access Prior to Closing. City shall permit Developer to access the City Parcels prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to and shall hold City, its officials, officers, employees, agents, and assigns harmless for any and all injury to Developer, its respective agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including but not limited to reasonable attorney fees.
- E. Environmental Representations. City made a good faith inquiry into the environmental condition of the City Parcels upon its purchase and has procured a Phase I Environmental Assessment, which assessment has been forwarded to Developer for review. City makes the following representations based on City's present knowledge after such reasonable inquiry as to the condition of the City Parcels:
1. Pending Environmental Law Litigation. City has not violated, is not violating, and has not been threatened with or received notice or charge asserting any violation of the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980 ("CERCLA"), the Toxic Substance Control Act of 1976, or any other federal, state, local, or foreign laws, including the rules and regulations thereon regulating or otherwise affecting the environment ("Environmental Laws") as the same may have been amended prior to the date thereof. The City has no present knowledge that any asbestos, urea-formaldehyde, or polychlorinated biphenyl is present at or under the City Parcels.

2. Disposal of Substances. City has not disposed of any substances in any manner on the City Parcels which may form the basis for any present or future claim based upon current environmental laws of any demand or action seeking cleanup of any site, location or body of water, surface or subsurface, under any environmental laws which may subject City, Developer or the City Parcels to claim for damages.
 3. Septic Systems/Landfill. City does not believe that any septic systems exist on, in, or under the City Parcels. City has not used the City Parcels as a landfill or dump site which involved the disposal of solid waste in a manner which may materially impact the value of the City Parcels nor does City have any present knowledge that any third party has so used the City Parcels.
 4. Above or Underground Storage Tanks. No above or underground storage tanks containing either a “regulated substance” (as defined in 40 CFR, Section 280.12), or “hazardous waste” (as defined under RCRA) have been installed in the City Parcels by City or its agents or employees. City does not believe that any such tanks existed on or under the City Parcels at any time in the past. City has no present knowledge of any “hazardous substances” (as defined under CERCLA) or “hazardous waste” (as defined under RCRA), or “petroleum based substances” (as defined in 40 CFR, Section 280.12) being spilled, leaked, discarded, or otherwise deposited on the City Parcels. City has no present knowledge that such spill, leak, discharge, or deposit occurred prior to City’s ownership or use of the City Parcels. City has no present knowledge that any of the City are contaminated by “regulated substances” (as defined in 40 CFR, Section 280.12) or has “hazardous waste” (as defined in RCRA) originated from off-site sources of such substances.
- F. Flood plain. The City Parcels are not currently identified as flood plain under Chapter 16 De Pere Municipal Code.
- G. Extent of Representations. Other than the matters disclosed in the Phase I Environmental Assessment and the representations of this Section, City makes no representations in regard to the condition of the City Parcels.
- H. Provisions to Survive Closing. The representation provisions of this Section shall survive the closing of this transaction.

V. CITY AND DEVELOPER INCENTIVE LOOK-BACK PROVISION

- A. Developer shall provide the City or its financial advisor with evidence of its annualized cumulative internal rate of return on the investment (“IRR”) or other mutually agreed upon measurement ten (10) years after Project completion or after a sale/refinance event which occurs five (5) years after completion of the Project. The selected metric shall be calculated with such equity, revenues, expenses, projected sales, and terminal value assumptions as are agreed upon by the City and Developer, consistent with generally accepted accounting principles and capitalization rates and

available market information for similar mixed-use projects located in Northeast Wisconsin. Developer/or City shall utilize a 3rd-party appraised value at refinance or sale price at sale.

- B. When Developer owns the Project and rents space to tenants, supporting documentation shall include without limitation certified records of Project costs and revenues including lease agreements and sales on a per square foot basis. If, utilizing the metrics agreed upon by the Parties, IRR earned by investors in the Project exceeds the eighteen percent (18%), then Developer and City shall amend the MRO downward as may be necessary to reduce the IRR to eighteen percent (18%).

VI. OBLIGATIONS OF THE DEVELOPER

A. Project Value Warranty.

1. Guaranteed Value. Developer warrants that the Guaranteed Value of the Development Project as of January 1, 2029, shall be not less than Sixty-Nine Million Five Hundred Thousand Dollars (\$69,500,000.00). If real property taxes payable with respect to the Development Project for any year after January 1, 2029 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 Sixty-Nine Million Five Hundred Thousand Dollars (\$69,500,000.00) 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 an amount not less than that set forth on Exhibit D on the Development Project, commencing with the 2029 tax year (payable in calendar year 2030). Should Developer’s Annual Property Tax Payment for any tax year beginning on or after January 1, 2029, not meet the Minimum Annual Property Tax Payment, Developer, and its successors and assigns, shall make a Deficit Payment to the City equal to the difference between the Minimum Annual Property Tax Payment and the actual property taxes paid by Developer or its successors and assigns for each year the Minimum Annual Property Tax Payment is not met. The Developer may elect to separate the Minimum Annual Property Tax Payment among and between the (1) commercial/apartment revenue portion of the Project and the (2) condominium ownership portion (via the Residential Condominium Association) of the Project, provided that it records the split of payment obligations so that future buyers/owners of either component (1) or (2) of the Project, as described above, will be aware of and formally assume such payment obligations such that the City may assess and charge payments due accordingly. As a result of the foregoing, the Developer and future Residential Condominium Association shall make a the “Deficit Payment” equal to the difference in taxes to be collected and the Minimum Annual Property Tax Payment. The City shall be responsible for conducting the annual evaluation. The Minimum Annual Property Tax Payment schedule is included in Exhibit D.

1. The Deficit Payment shall be due and payable in full on or before July 31 of each year due, commencing in 2028. If not paid in full by said date, the Deficit Payment amount shall be deducted from the MRO PAYGO Developer Incentive due to Developer under this Agreement. If the Deficit Payment is not fully paid by August 31 of the year in which it is due, the amount so determined under the above process shall be placed against the Property as a special charge for services rendered under Wis. Stats. §66.0627(2).
2. The Developer's and future Residential Condominium Association'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 the Municipal Revenue Obligation 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 2028 (payable in 2029) ("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.
4. Notwithstanding the foregoing, the Personal Guarantee(s) may be assigned in whole or in part, to any master condominium association or sub associations created to own the Project and or Property or parts thereof with prior consent of the City, which shall not be unreasonably withheld or delayed. The obligation to satisfy the Deficit Payment(s) shall remain with such approved assignee until the City's debt service on the TIF incentive is retired or the TID is terminated, whichever event is sooner. It is understood and agreed to by the Parties that the passive investors of the Developer and or individual condominium owners shall not be obligated to provide personal guarantees with respect to the Deficit Payment but rather such obligation shall remain with the future Residential Condominium Association, who may assess its members (condominium owners) accordingly.

D. Concept Plan. Prior to August 1, 2026, Developer shall submit a Concept 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 Concept Plan shall clearly identify:

1. Proposed development, including site plan, elevations

2. Proposed right-of-way improvements
 3. Proposed easement vacations
 4. Proposed public plaza design and public amenities which shall include the following:
 - a) A grand staircase extending from Broadway Street to the Fox River Trail and adjacent waterfront.
 - b) Passive park and plaza space south of the George street extension not the Claude Allouez Bridge right-of-way. The passive and plaza space should attempt to include stormwater management elements to accommodate the 40% TSS requirements as set forth under this Agreement. The plaza portion shall be designed and constructed to accommodate and operationally support the placement and traversing of fire truck and other like apparatus to serve the Property and to provide adequate emergency public services.
 - c) Should Developer determine it would be beneficial to a future retail tenant to utilize the Claude Allouez Bridge underpass as programmed or outdoor dining space, the City will work with Developer and the State of Wisconsin to appropriately utilize such space at no additional cost.
 - d) To establish public use and access to these foregoing amenities, including but not limited to the grand staircase, passive park and plaza and other collateral elements, the Developer shall grant to the City a perpetual non-revocable public access easement across all such amenities and spaces. Developer shall maintain all ownership and maintenance obligations for the same.
- E. Construction Documents. Prior to January 1, 2027, 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.
- F. Development Budget. Prior to November 1, 2026, 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. A line item of not less than .025% of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards:
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or

- c) A separate Public Art project(s) approved by the City; or
 - d) Any combination of the elements above.
- 4. 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 on or before November 1, 2026 to enable construction to commence and proceed so as to obtain Substantial Completion of the Project. 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 January 1, 2027, 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 January 1, 2027, 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 December 31, 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. By no later than DATE, Developer shall have closed on the purchase of all of the parcels comprising the MP Broadway LLC property, and Developer shall provide copies of deeds and

such other closing documents as requested by the City regarding the purchase of the MP Broadway LLC property and rights of way. The Property and rights of way and the MP Broadway LLC 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. Plat/Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- M. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- N. 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.
- O. Ownership/Transfer or Sale of Project and/or Property. Portions of the Project are intended as a for-sale development (i.e., office, retail or residential condominiums). Accordingly the Developer shall retain ownership of the Project until final completion; provided, however, that individual residential condominium units may be sold as they are completed. For all other portions of the Project, the Developer must retain ownership of the remaining Project at least long enough to complete it, stabilize its occupancy, establish the Project management, and initiate payment of taxes based on the increased project value.
 - 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.
- P. Commencement of Construction and Project. Developer shall commence construction of the Project no later than February 1, 2027.
- Q. Substantial Completion. The Project shall be Substantially Completed and subject to full real property tax assessment as of December 31, 2028.
- R. Failure to Commence Construction or Substantially Complete.
1. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of this Agreement, City may notify Developer of such failure.
 2. Repurchase of Parcel. If after ninety (90) days of mailing of such notice Developer has not cured the default, City shall retain the right to repurchase the City Parcels as follows:
 - a) If the City determines to repurchase the City Parcels, it is entitled to do so for the price paid for the City Parcels along with pursuing recovery or remedies at law or equity and real property taxes due for the period the City Parcels were owned by Developer and liens or judgments of record attributable to Developer. Developer shall, in addition, pay all usual and customary closing costs of a seller of property in Wisconsin. The Parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the Property.
 - b) If the City repurchases the City Parcels, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the City Parcels as a result or consequence of Developer's ownership or construction efforts thereon.
 - c) Upon the repurchase of the City Parcels by City, this Agreement shall terminate and the Parties shall have no further obligations to each other except such obligations that expressly survive termination of this Agreement.
3. Force Majeure. If Developer is delayed from achieving Substantial Completion as required in

this Agreement, and as referred to in this Section, due to Force Majeure as defined in Section II. of this Agreement, the rescission and repurchase or return of Site Assembly Grant provisions of this Section VI.Q.2. shall be postponed by the period of such delay. This paragraph is intended to be in addition to all other remedies available to the City at law or equity. This paragraph shall not apply to the dates applicable to the Guaranteed Value under Section VI.A. or the Minimum Annual Property Tax Payment under Section VI.B.

- S. 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. Additionally, Developer shall grant to the City and record a perpetual and irrevocable public access easement to provide and maintain public access to the grand staircase, passive park and plaza and other collateral elements of the public amenities Developer has committed to developing pursuant to this Agreement. Developer shall maintain all ownership and maintenance obligations for the same. It is understood and agreed to among the Parties that these public amenities and spaces shall be maintained and activated for the purpose of public and community events, including City programming and full public ingress and egress. The shared intent is for these public amenities to serve as connection between the Project buildings to the adjacent Fox River Trail and City riverfront for community and public benefit.
- T. Landscaping. Developer shall be responsible for landscaping on the Property, including trees, shrubs, seeding, or sod related to the improvements as required in the approved site plan.
- U. 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 Project.
 2. Developer shall, at its own expense, prepare an evaluation of the utility needs of the Project and submit to the City for review by the Engineering Division to evaluate whether existing utilities can adequately and compliantly support and service the Project and proposed development.
 3. If utility and infrastructure improvements are determined by the Engineering Division as necessary to comply with codes, standards, laws, or other regulatory authorities or are otherwise necessary, in the sole discretion of the City Engineer, or consultants thereof, to safely serve and or support the Project, shall be at the expense of the Developer. Any and all upgrades to Public Infrastructure that are necessary to serve and/or support the Development Project shall be at the expense of the Developer. Any additional Public Infrastructure capacity increases and or upgrades beyond what is necessitated by the Development Project shall be at the expense of the City.
 4. Any relocation of utilities and/or Public Infrastructure necessary to serve and/or support the Project shall be at the expense of the Developer. Any utility and/or Public Infrastructure relocations beyond what is necessitated by the Project shall be at the expense of the City.

- V. 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.
- W. 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, including working with the City's Engineering Division to ensure the Projects meets the 40% TSS stormwater requirements as part of Project costs.
- X. Erosion. Developer shall be responsible for all erosion control related to construction of all improvements on the Subject Property.
- Y. Parking. Developer shall provide parking for residential uses internal to the structure, and commercial uses which shall be done on-site or utilize on-street/shared parking as permitted in the City zoning code.
- Z. 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.
- AA. 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.
- BB. 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.
- CC. 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.
- DD. 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.

EE. 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.

FF. 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..
- C. Raze of 126 S Broadway St: The City shall demolish and stabilize the site at 126 S Broadway St prior to closing.
- D. Access Prior to Closing: The City shall permit Developer to access the City Parcels prior to closing at no cost to Developer for the purposes of site examination, and testing as deemed reasonable by Developer. Developer agrees to hold the City and officials harmless for any and all injury to the Developer and/or its representatives through a City Revocable Occupancy Permit.
- E. Charles Street and Front Street Right-of-Way Vacation: Following the receipts of the ALTA survey, the City, at its own expense, shall coordinate with all respective parties, to vacate Charles Street and Front Street right- of - way as generally illustrated in Exhibit F and all such frontage shall be dedicated as City of De Pere Property.
- F. Easements: Cooperation and assistance as reasonably required by Developer for the removal of public easements and the creation of new public easements in keeping with the intent of the parties outlined in this Agreement. Easements are generally illustrated in Exhibit H.
- G. Public Improvements: The following public improvements shall be completed by the City at the City's cost prior to Project Completion. Preliminary targets include subgrade infrastructure in the fall 2027 and streetscaping in the spring 2028.
 - 1. George Street Infrastructure and Extension: The City shall work with the Developer to design and reconstruct the George Street extension. Extension shall include the typical street section of sidewalks, parallel parking, and public amenities such as pedestrian lighting, street trees, and benches where appropriate and as generally illustrated in Exhibit G-1.

2. George Street and Broadway Street Public Parking Map: The City shall reconstruct and reconfigure the surface parking lot on George Street as generally illustrated in the Concept Plan contained in Exhibit G-2. The design shall attempt to minimize retaining walls. The City shall also coordinate with the Wisconsin Department of Transportation to reconfigure Broadway Street surface parking lot with an effort to gain two (2) to four (4) additional parking stalls.
 3. Front Street Parking South of Cloude Allouez Bridge: The City shall restripe and add parallel parking stalls on the west side of the existing Front Street as illustrated in Exhibit G-3. Improvements and location of parking may necessitate additional barriers between the Fox River Trail and the parking areas.
- H. WEDC Idle Sites/DNR Grants/Other Grants: The City shall apply for an Idle Sites Grant from the Wisconsin Economic Development Corporation and other grants from various state agencies and leverage any such grants received for the benefit of the Project. The total amount of the grants the City shall attempt to apply for is \$250,000.00 attributable to the infrastructure improvements. Developer shall assist in the application process. Developer may apply for various grants including but not limited to the WEDC CDI, Idle Sites, Brownfield and City shall cooperate with Developer's reasonable requests regarding same.
- I. Utility Connection, Parking, Street Closure Fees: The City will waive all utility connection charges, street closure fees, and adjacent metered parking fees during construction of the Project.
- J. Grant Staircase and Utility Coordination: The City shall coordinate discussions with NEW Water for the replacement and installation of sanitary sewer interceptor, vacation of Charles Street Right-of-Way, and necessary utility easements over said infrastructure.

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 parties agree in writing to terminate the Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty - three years (23) 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 IV.E.; 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.

With a copy to:

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

To the Developer:

DEVELOPER
Attn: PRINCIPAL
ADDRESS
CITY, STATE, ZIP
e-mail: address@address.com
facsimile:

With a copy to:

Developer Attorney

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

- Q. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- R. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- S. No Waiver; Remedies. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
- T. Immunity. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.
- U. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.

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

(SIGNATURE PAGES TO FOLLOW)

DRAFT

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

DRAFT

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

ENTITY NAME

By:

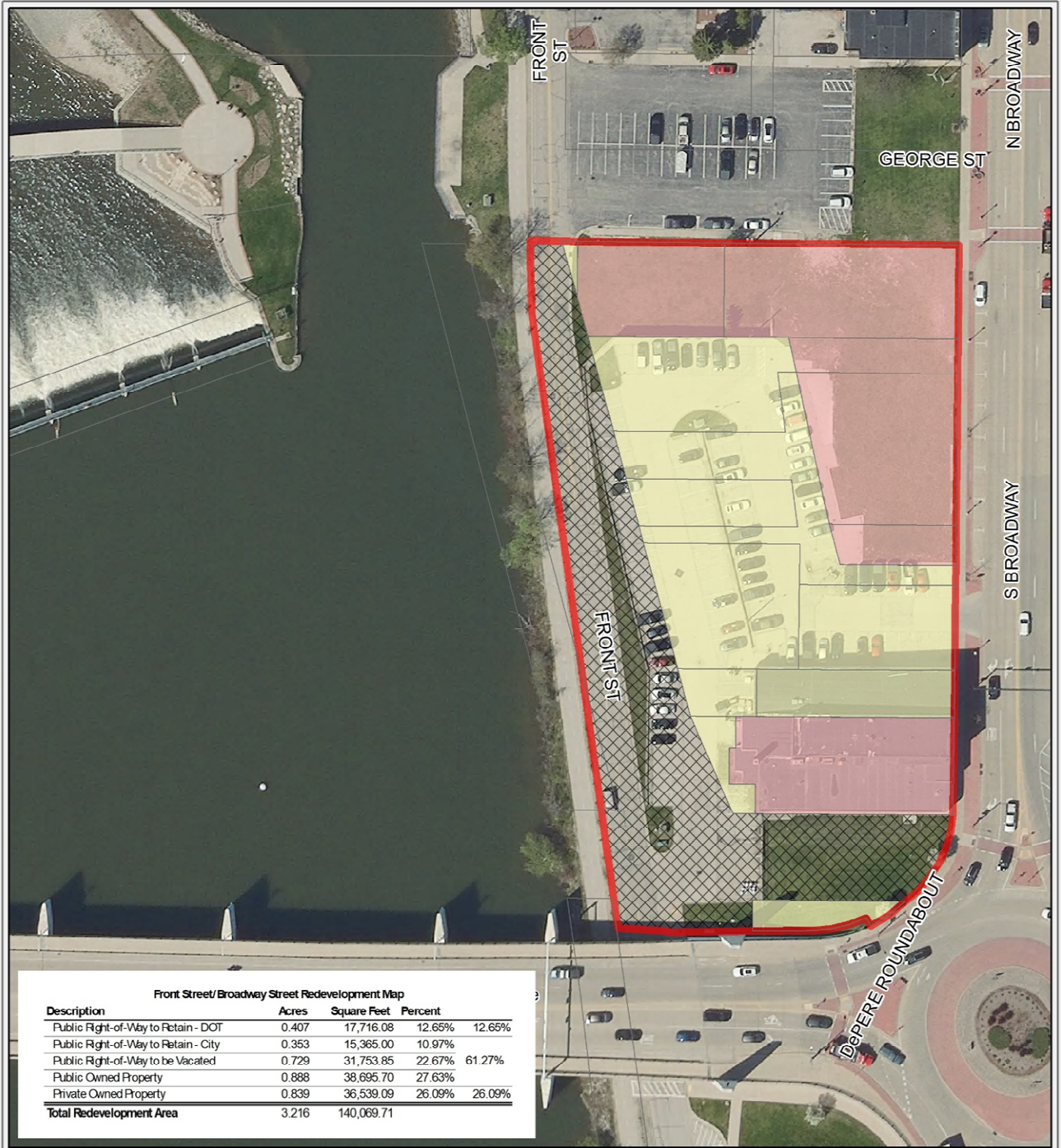
State of Wisconsin)
): SS
Brown County)

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

Notary Public, State of Wisconsin


My commission expires on _____

Exhibit A: Map of the Redevelopment Area/Property




Front Street/Broadway Street Redevelopment Map


| Description | Acres | Square Feet | Percent | |
|--------------------------------------|--------------|-------------------|---------|--------|
| Public Right-of-Way to Retain - DOT | 0.407 | 17,716.08 | 12.65% | 12.65% |
| Public Right-of-Way to Retain - City | 0.353 | 15,365.00 | 10.97% | |
| Public Right-of-Way to be Vacated | 0.729 | 31,753.85 | 22.67% | 61.27% |
| Public Owned Property | 0.888 | 38,695.70 | 27.63% | |
| Private Owned Property | 0.839 | 36,539.09 | 26.09% | 26.09% |
| Total Redevelopment Area | 3.216 | 140,069.71 | | |



DE PERE
Proposed Redevelopment Area
City of De Pere



0 25 50 100 150 200 250 Feet



N

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

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

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

Exhibit A-1: Legal Description of Property

TO BE ADDED AFTER ALTA SURVEY AND FINALIZE PROJECT BOUNDARY

DRAFT

Exhibit B: Preliminary Concept Plan

(ADDITIONAL RENDERINGS TO COME WITH UPDATED DESIGN AND UNIT MAKEUP)

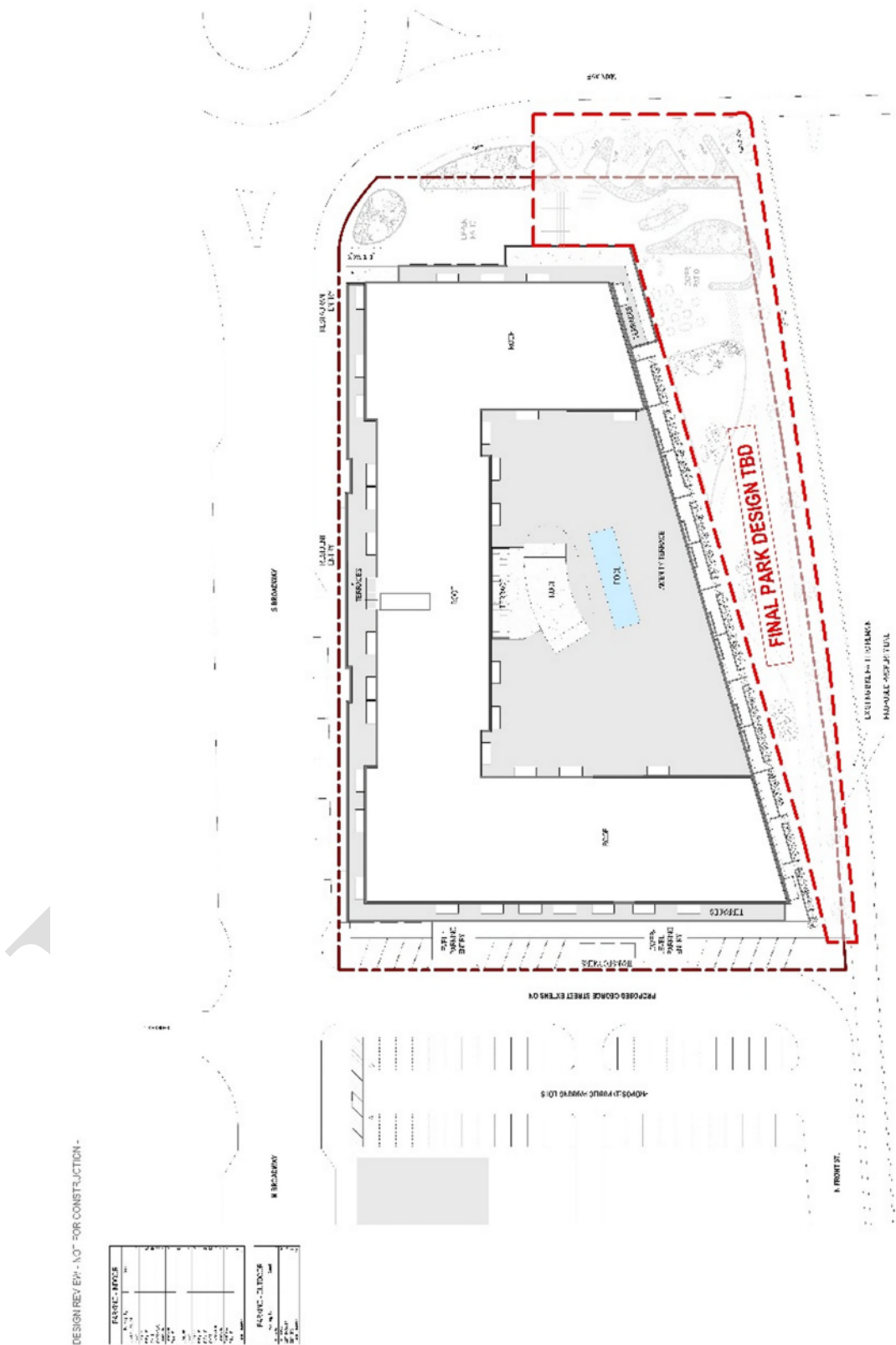


Exhibit B: Preliminary Concept Plan

(ADDITIONAL RENDERINGS TO COME WITH UPDATED DESIGN AND UNIT MAKEUP)

KORB

LOCKSIDE - 118 S BROADWAY _ REVISED RENDERING LOOKING NORTHWEST



Exhibit B: Preliminary Concept Plan

(ADDITIONAL RENDERINGS TO COME WITH UPDATED DESIGN AND UNIT MAKEUP)

KORB

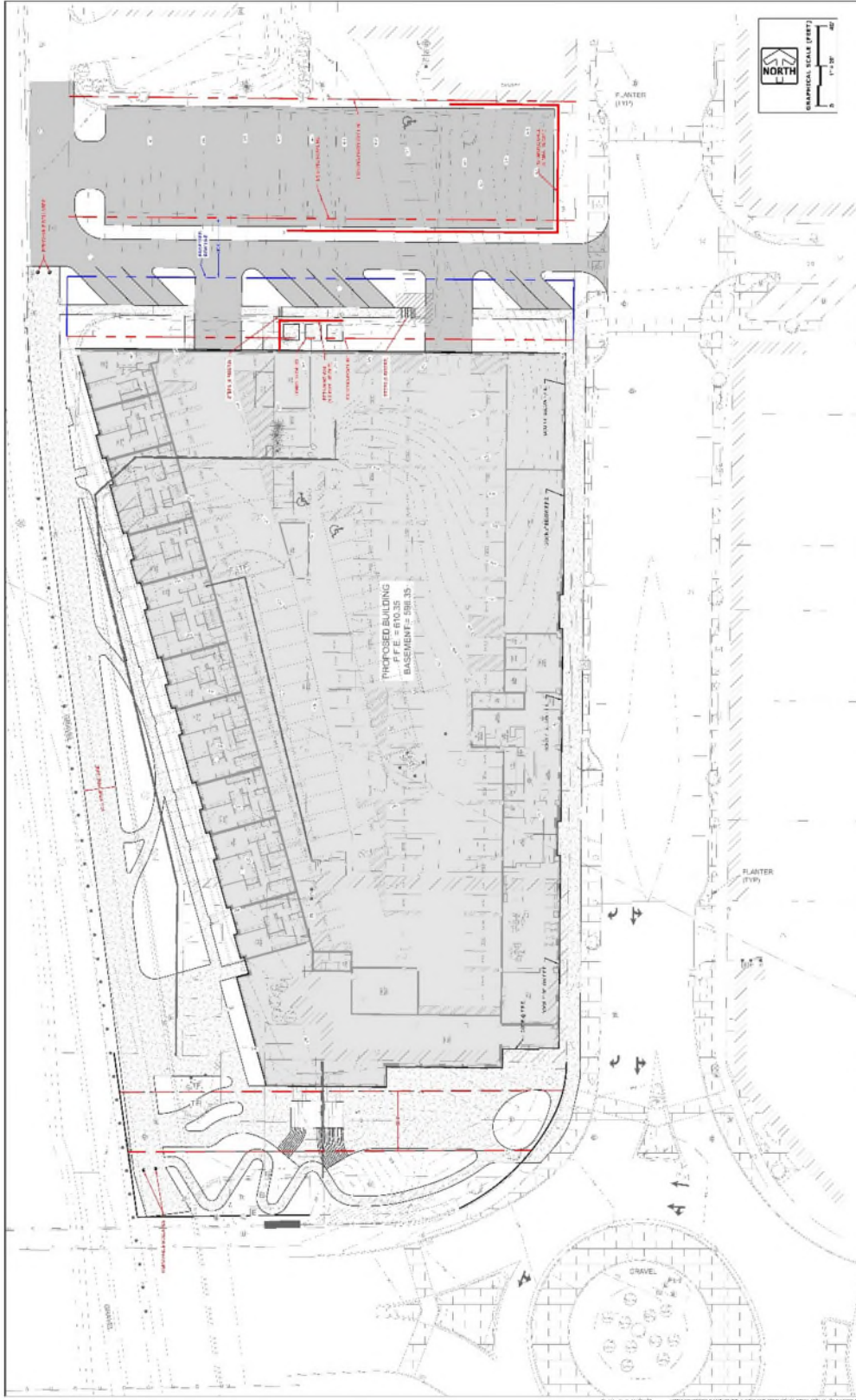
LOCKSIDE - 118 S BROADWAY _ REVISED RENDERING LOOKING SOUTHWEST



6

Exhibit B: Preliminary Concept Plan

(ADDITIONAL RENDERINGS TO COME WITH UPDATED DESIGN AND UNIT MAKEUP)



06-25-2026

118 SOUTH BROADWAY - SITE PLAN EXHIBIT

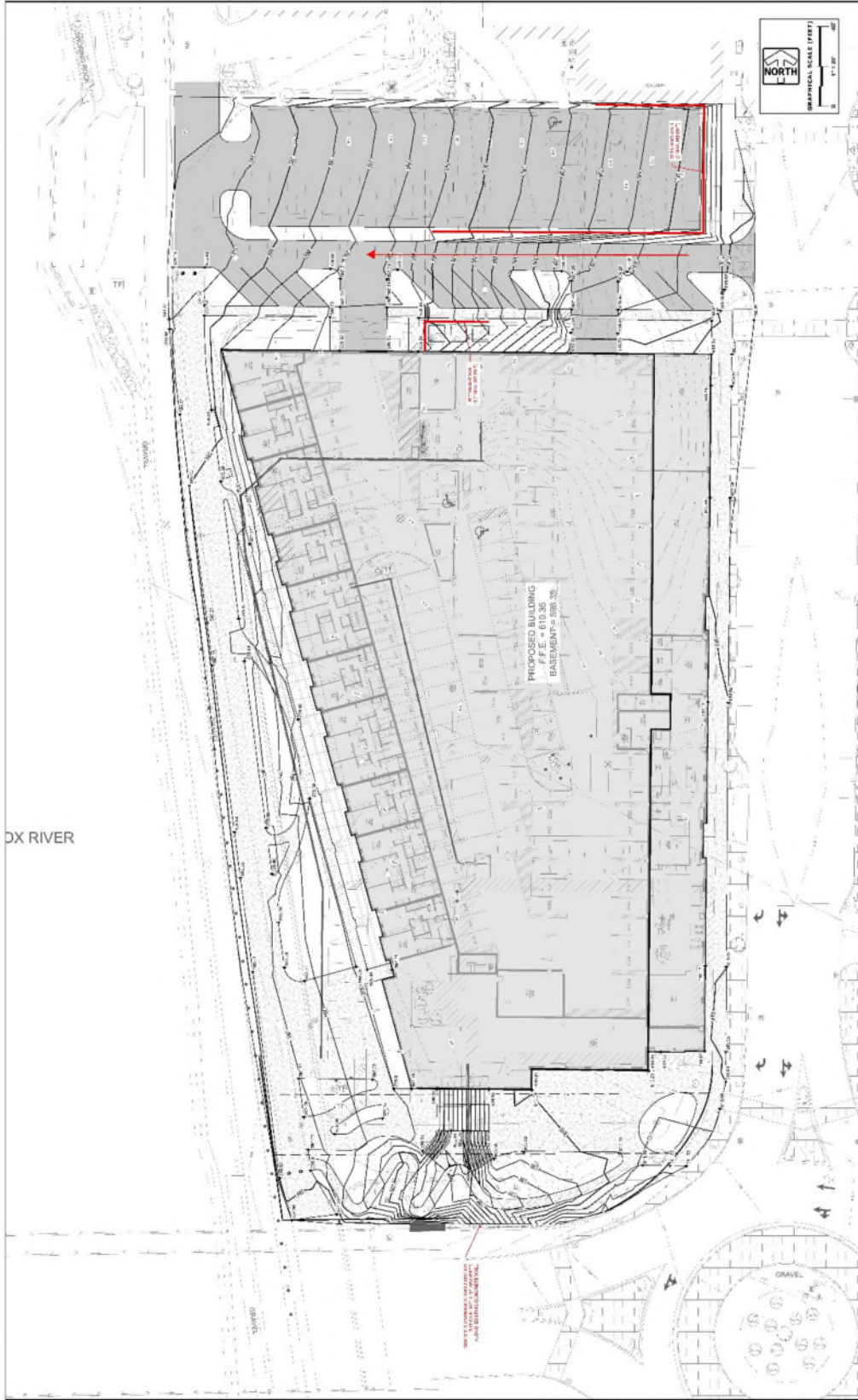
PLAN | DESIGN | DELIVER PEGJOB# 6791.00

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53005 | WWW.PINNACLE-ENGR.COM |

PINNACLE ENGINEERING GROUP

Exhibit B: Preliminary Concept Plan

(ADDITIONAL RENDERINGS TO COME WITH UPDATED DESIGN AND UNIT MAKEUP)



06-25-2026

PLAN | DESIGN | DELIVER PEGJOB# 6791.00

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53066 | WWW.PINNACLE-ENG.COM |

118 SOUTH BROADWAY - GRADING EXHIBIT

PINNACLE ENGINEERING GROUP

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

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

Purpose: The acquisition of said land and improvements formerly occupied by previous structures and commonly known as 100 S Block of Broadway Street/Front Streets, De Pere, WI 54115. The redevelopment area is included as Exhibit A. Construction of six story retail/commercial building along Broadway St. containing market-rate apartments, residential condominium ownership units, retail spaces and amenities. The concept plan is included as Exhibit B. The conceptual development summary is as follows:

Lower Level/First Floor (Front Street and Broadway)
Conversion of Front Street into a pedestrian-focused riverfront public open space.
12 riverfront two-story townhome-style condominiums.
Extension of George Street from Broadway to Front Street and the reconstruction of a public parking lot.
Statement public staircase that connects Broadway to the riverfront on the south side of the property.
Approximately 9,850 square feet of street-fronting commercial space.
Approximately 2,050 square feet of riverfront commercial space.
Approximately 6,700 square feet of residential amenity spaces, including coworking space, office, fitness center, golf simulator, and pet spa area, etc.
Outdoor dining and patio area.
255 indoor parking spaces and designated bicycle parking.

Second, Third, Fourth, and Fifth Floors (Level 02, 03, 04, and 05)
Residential amenity deck to include a pool, grilling station and clubroom.
144 Total Residential Apartments

Sixth Floor (Level 06)
17 to 20 Condominiums

Exhibit D: Minimum Annual Property Tax Payment Schedule

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

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

Reserved for MRO Form included with Development Agreement

DRAFT

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

EXHIBIT E

MRO (as to FORM)

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

FORM

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

| <u>Number</u> | <u>Date of Original Issuance</u> | <u>Amount</u> |
|---------------|----------------------------------|---------------|
| _____ | _____ | Up to _____ |

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

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

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

Development Agreement
Page 48 of 58

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

the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal and accrued interest due on this MRO, the amount due but not paid shall be deferred, and interest at the rate of _____ percent (____%) will accrue on any amount so deferred. The deferred amount shall be payable on the next Payment Date until the Final Payment Date (as defined below). The City shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owner of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the City's Common Council to payment of this MRO. The "**Final Payment Date**" is the earlier of (i) the date upon which the entire \$_____ principal amount of the MRO, together with all accrued interest, has been paid to Developer, or (ii) October 31, 20__§__.

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

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

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

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

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

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

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

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

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

CITY OF DE PERE

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

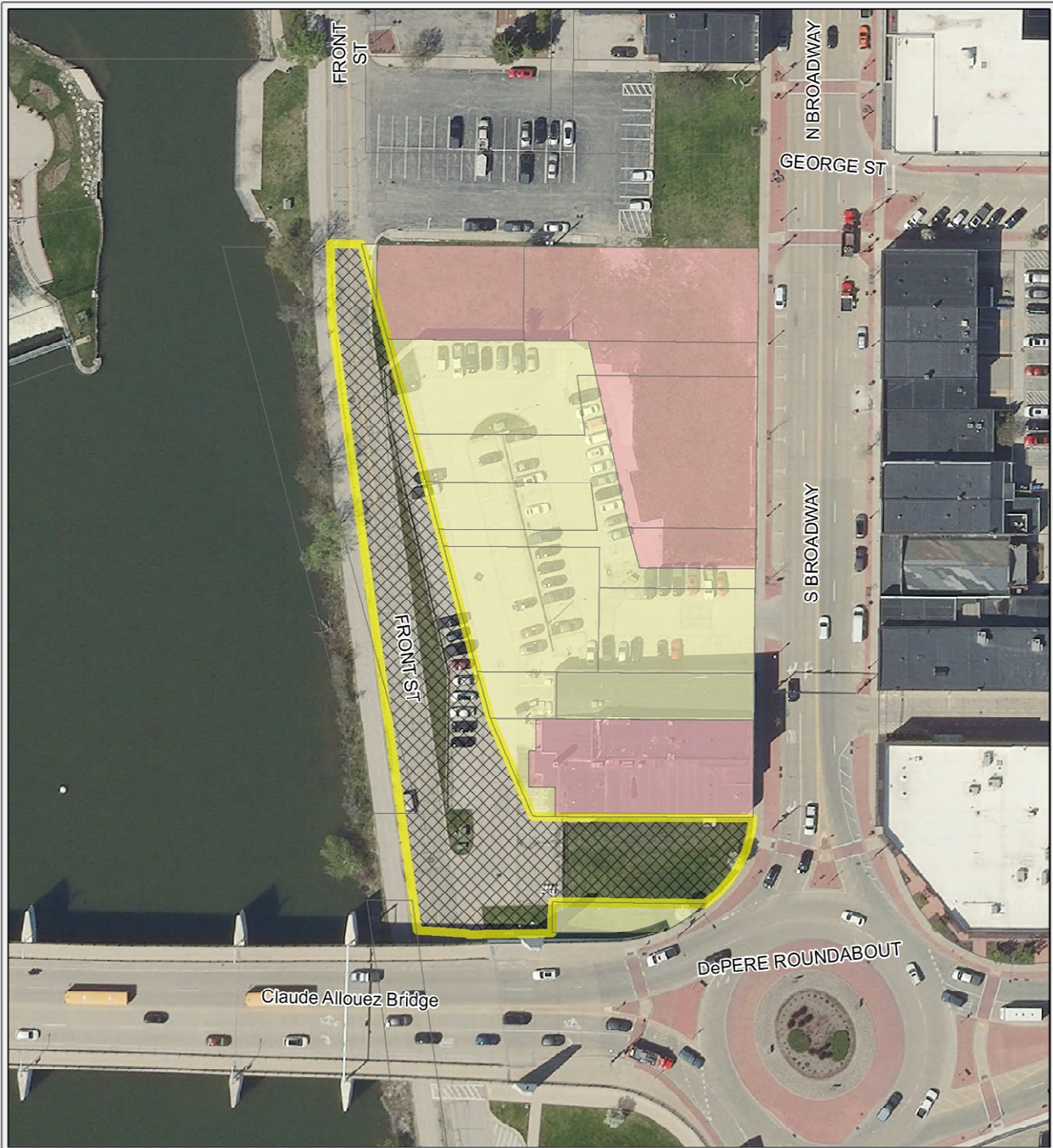
(SEAL)

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

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

| Project Incentive - DRAFT MRO Schedule (To be Finalized Prior to Recording MRO) | | | | | | |
|---------------------------------------------------------------------------------|---------------------|---------------------|--------------------|-------------------------|--------------------|----------------------------|
| Parcel ID: | | Multiple | | | | |
| Owner/Developer: | | NLE | | | | |
| Created/Revised: | | 2/4/2026 | | | | |
| Principal: (rounded to \$5,000) | | \$ 3,580,000 | | Project Cost: | | \$ 3,580,000 |
| Interest Rate*: | | 6.50% | | Finance Fees: | | \$ - |
| Term (Years): | | 23 | | Interest Earned: | | \$ - |
| # of Principal Payments: | | 23 | | Capitalized Interest: | | \$ - |
| Date of Issue: Full Revenue | | 11/1/2029 | | Total TID Cost of Loan: | | \$ 6,995,671 |
| Year | Principal Payment # | Unpaid Principal | Principal Payment | Interest Payment | Total Payment | Apply Surplus to Principal |
| 2024 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 2025 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 2026 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 2027 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 2028 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 2029 | 1 | \$ 3,580,000 | \$71,460 | \$232,700 | \$304,160 | \$0 |
| 2030 | 2 | \$3,508,540 | \$76,104 | \$228,055 | \$304,160 | \$0 |
| 2031 | 3 | \$3,432,436 | \$81,051 | \$223,108 | \$304,160 | \$0 |
| 2032 | 4 | \$3,351,385 | \$86,320 | \$217,840 | \$304,160 | \$0 |
| 2033 | 5 | \$3,265,065 | \$91,930 | \$212,229 | \$304,160 | \$0 |
| 2034 | 6 | \$3,173,135 | \$97,906 | \$206,254 | \$304,160 | \$0 |
| 2035 | 7 | \$3,075,229 | \$104,270 | \$199,890 | \$304,160 | \$0 |
| 2036 | 8 | \$2,970,959 | \$111,047 | \$193,112 | \$304,160 | \$0 |
| 2037 | 9 | \$2,859,912 | \$118,265 | \$185,894 | \$304,160 | \$0 |
| 2038 | 10 | \$2,741,647 | \$125,953 | \$178,207 | \$304,160 | \$0 |
| 2039 | 11 | \$2,615,694 | \$134,139 | \$170,020 | \$304,160 | \$0 |
| 2040 | 12 | \$2,481,555 | \$142,859 | \$161,301 | \$304,160 | \$0 |
| 2041 | 13 | \$2,338,696 | \$152,144 | \$152,015 | \$304,160 | \$0 |
| 2042 | 14 | \$2,186,552 | \$162,034 | \$142,126 | \$304,160 | \$0 |
| 2043 | 15 | \$2,024,518 | \$172,566 | \$131,594 | \$304,160 | \$0 |
| 2044 | 16 | \$1,851,952 | \$183,783 | \$120,377 | \$304,160 | \$0 |
| 2045 | 17 | \$1,668,169 | \$195,729 | \$108,431 | \$304,160 | \$0 |
| 2046 | 18 | \$1,472,441 | \$208,451 | \$95,709 | \$304,160 | \$0 |
| 2047 | 19 | \$1,263,990 | \$222,000 | \$82,159 | \$304,160 | \$0 |
| 2048 | 20 | \$1,041,990 | \$236,430 | \$67,729 | \$304,160 | \$0 |
| 2049 | 21 | \$805,559 | \$251,798 | \$52,361 | \$304,160 | \$0 |
| 2050 | 22 | \$553,761 | \$268,165 | \$35,994 | \$304,160 | \$0 |
| 2051 | 23 | \$285,596 | \$285,596 | \$18,564 | \$304,160 | \$0 |
| Total | | | \$3,580,000 | \$3,415,671 | \$6,995,671 | \$0 |

Exhibit F: Proposed Street Vacation Map



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

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

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

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

Exhibit G-1: George Street Extension Concept Map

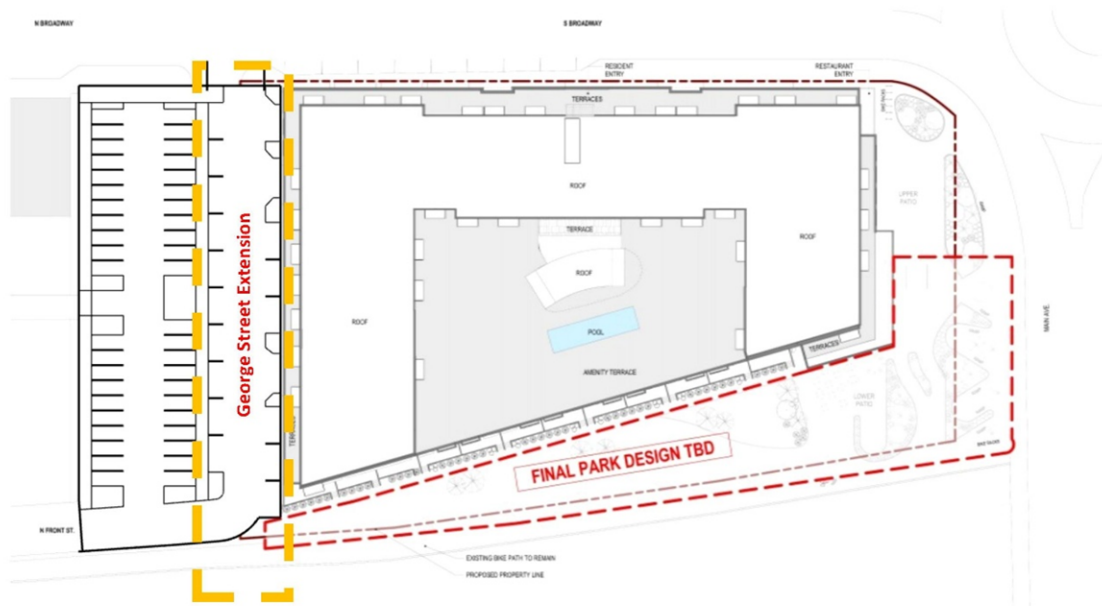


Exhibit G-2:George Street and Broadway Street Concept Public Parking Map

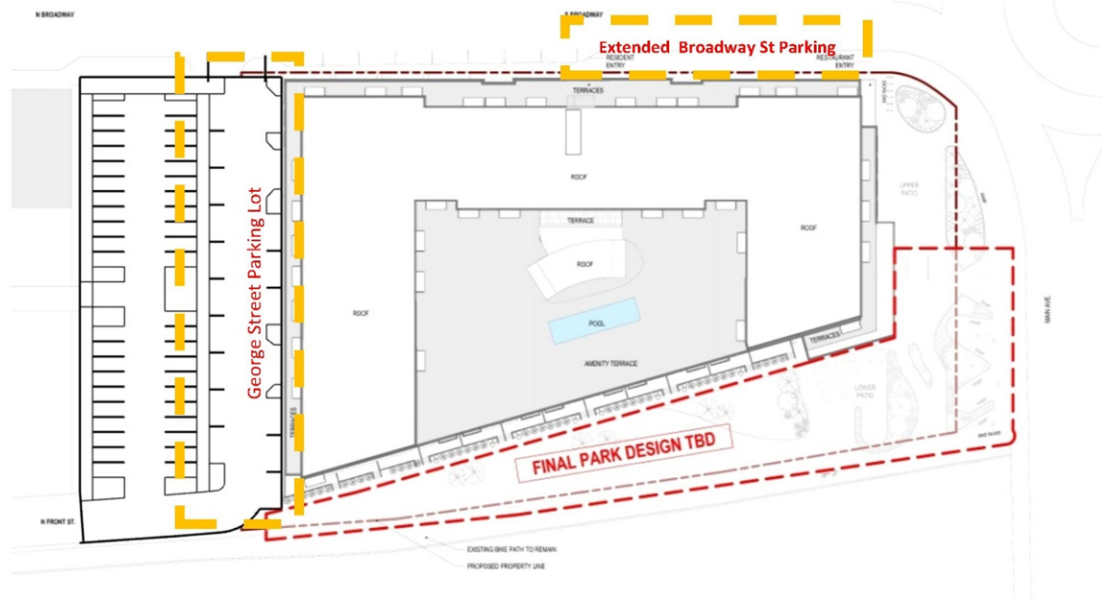


Exhibit G-3: Front Street Parking Revision Map

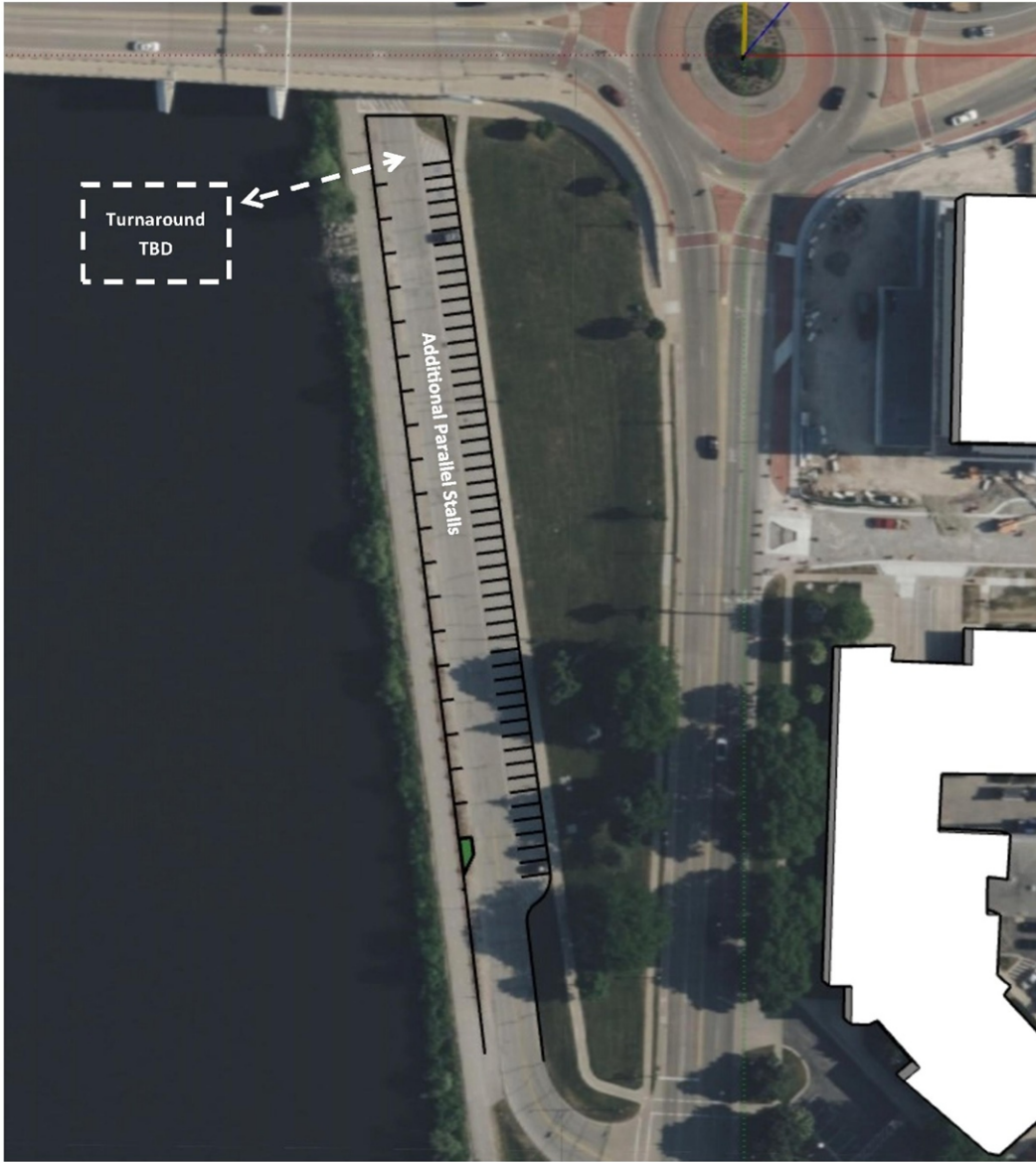
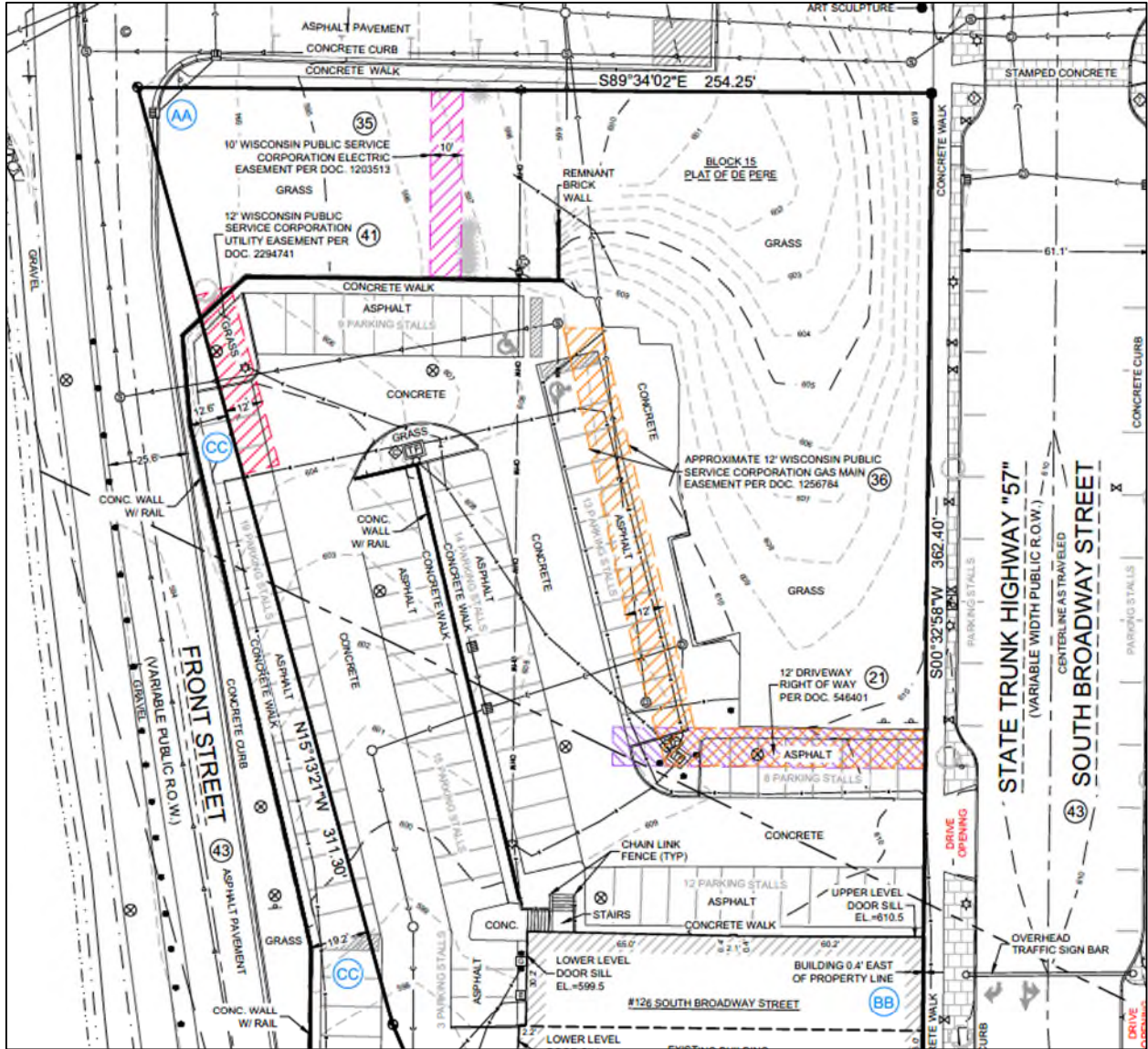


Exhibit H: Easement Map



DRAFT

CITY OF DE PERE

Development Services Department

335 S Broadway, De Pere, WI | (920) 339-4043 | www.deperewi.gov



July 7, 2027

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

From: Daniel Lindstrom, AICP, Development Services Director

Re: For consideration and possible action on a development agreement with New Land Enterprises LLC for a proposed redevelopment for the west side of the 100 S Broadway Block in Downtown De Pere, Tax Increment District No. 18, subject to final review and approval by City Attorney.

This memorandum provides an update on the latest revisions to the proposed downtown redevelopment project, reflecting direction from the Common Council, staff review, and input shared by community members. It summarizes how the updated program elements may affect the downtown district, including land use, circulation, and overall redevelopment outcomes. It also outlines the implications for Tax Increment District No. 18 and presents the revised timeline for upcoming committee and commission reviews as the project continues through the approval process.

1) Proposed Development Revisions:

Staff notes: it is important to preserve older downtown buildings whenever feasible; not every structure can or should be saved, and redevelopment becomes necessary to maintain a functional and economically resilient district. When redevelopment occurs, it is essential that new buildings complement the surrounding context without directly copying historic structures. Imitation can create a “Disney-like” effect where architecture feels themed or artificially historic, rather than an authentic continuation of the community’s evolution. By designing buildings that respect the scale, materials, and rhythms of adjacent structures—while still expressing the design standards and technologies of our own time—the city avoids creating a false sense of history and ensures that future generations can clearly recognize the architectural contributions of this era. This approach strengthens continuity within the downtown fabric while allowing each time period to add to the character.

To that end, the design team has worked with ownership to refine the architectural design, responding to shared questions and comments provided by the city of De Pere. The following narrative describes the adjustments incorporated into the current proposal:

Unit Count and Mix:

The development team refined the residential program after hearing concerns from community members and reviewing updated market data. Junior one-bedroom units with interior bedrooms have been removed, allowing the building to shift toward additional standard one- and two-bedroom units. This adjustment responds directly to comments requesting larger units and an additional two-bedroom option. The revised mix now includes 144 apartments and 29 townhome and condo units, for a total of 173 units. The unit count is still subject to subtle changes. The reduction is from a previously present 198 units.

Façade Materials and Architectural Detailing:

In response to feedback from the Common Council and staff, the exterior materials and detailing have been significantly updated to better complement the historic downtown without replicating specific structures. Granite or similar textured material has been added below the first-floor storefront windows, along with expanded cast-stone base elements. Brick lintel detailing has been incorporated at storefront window heads, echoing patterns found on nearby historic buildings, and brick detailing has been added to the cornices at the first and fifth floors. Stacked soldier-course brick accents now appear beside most windows on floors two through five, adding articulation and contemporary detailing. Along S. Broadway, the previous Hardie Board siding has been replaced with coordinating brick that extends to the fifth floor, while Hardie Board is now limited to the inward-facing courtyard elevations to help reduce the perceived scale along the street. Using two tones of brick on the east facade helps break down the building's scale along S. Broadway.

Balcony Configuration:

Staff comments regarding hung balconies prompted a redesign of balcony placement and type. The reduction in unit count lowered the number of required balconies, and all units except studios now include either a balcony or a terrace. Hung balconies along S. Broadway have been minimized and replaced with additional inset balconies, with hung balconies retained only within the inset portion of the façade that aligns with the north and south wings. Remaining hung balconies have been relocated to the north and south elevations and the rooftop fading fade. A mix of inset and hung balconies remains on the north and south sides, and those elements will still require a design exception from the Plan Commission.

Building Capping and Trim:

The updated design introduces metal coping at the top of Hardie Board siding on the inward-facing elevations and adds a decorative metal coping at the building cap where none previously existed. These changes provide a more finished edge condition and reinforce the building's overall architectural mass.

Window Transparency and Window Package:

The window package has been revised to incorporate a more traditional mullion pattern on floors one through five, including transom windows that align with the character of nearby historic buildings. The sixth floor retains a vertical, contemporary window design to lighten the appearance of the upper level and provide a visual transition. Additional brick detailing has been added around the storefront and upper-story windows to reinforce consistency across the façade.

The images on the next page outline the proposed changes. Large renderings are attached to this memo. A full set of renderings will be added to the final development agreement, submitted in the site plan application, and will be presented to the Plan Commission for any design exceptions.

May 2026



July 2026



May 2026



July 2026





METAL CORNICE ADDED TO TOP OF BUILDING

BRICK SOLDIER COURSE & CAST-STONE DETAIL AT CORNICE

STACKED SOLDIER COURSE BRICK DETAILING BESIDE WINDOWS

ALTERNATING BRICK SOLDIER COURSE & CAST-STONE DETAIL AT CORNICE

ALTERNATING BRICK SOLDIER COURSE DETAIL AT WINDOW HEAD

GRANITE (OR SIMILAR MATERIAL) PLACED BELOW STOREFRONT

CAST-STONE BASE AT BUILDING



ORIGINAL RENDERING

2) Revised Impacts to Downtown:

Parking: Based on the updated parking model reflecting the revised unit count, the proposed mix of uses is expected to generate a peak demand of approximately 241 parking spaces, down from the previous estimate of 254. Under the City of De Pere zoning code, this same program would require 218 stalls. The development provides 255 self-parked spaces within the building, resulting in a surplus of 14 stalls relative to the shared-parking model and 40 stalls above zoning requirements. Because the zoning code allows up to 25 public parking stalls within 1,500 feet to count toward minimum requirements, the applicant may apply a net surplus of 65 stalls. This equates to 1.47 stalls per unit, exceeding the zoning minimum of one stall per unit.

Housing: As outlined in Section 2.2 of the previous memo, the revised proposal to construct 173 units is anticipated to add approximately 245 to 290 new long-term residents based on regional demographic estimates. In addition, the inclusion of 11,100 square feet of retail space is expected to support three to four new retail or restaurant establishments downtown, contributing to increased activity and strengthening the commercial mix within the district.

Cultural District Master Plan Review: Staff received several questions from alders and residents regarding whether a smaller-scale project, similar to the Cultural District Master Plan, would require less TIF support. As noted during the meeting, even in 2018 a reduced program was unlikely to be financially feasible, and the substantial increases in construction costs and interest rates over the past eight years have further widened the gap between development costs and achievable revenues. These market conditions make smaller projects even less viable today. If requested, staff is available to review and discuss the scenario pro forma in greater detail.

3) Revised Approval Timeline

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

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

The revised anticipated approval timelines are as follows:

- Development Proposal and Terms Presentation May 5, 2026 (Common Council)
- Development Agreement July 7, 2026 (Common Council)
- Neighborhood Information Meeting (if necessary) If Necessary
- Street Vacation July 2026 (Plan Commission)
- Design Exceptions July 2026 (Plan Commission)
- WEDC/DNR Grant Submittal August/Sept 2026
- George Street Extension Design 2027 (Board of Public Works)
- George Street Parking Lot Design 2027 (Board of Public Works)
- Front Street Parking Lot Design 2027 (Board of Public Works)

4) Tax Increment District Performance

City staff reevaluated TID 18 cash flow projections, with the assistance of the city’s financial advisor, Baird, and based on the aforementioned assumptions of constant value and mill rate projections, along with guaranteed minimum increment revenues, the project is expected to cash flow positively with minimal annual general fund

debt coverage in later years and a positive surplus at the close of the project. The Developer is still requesting the same incentive package and agrees to the same guaranteed annual revenue as presented in May.