



Common Council Regular Meeting Agenda

Tuesday, August 4, 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 Hearings

A. Public Hearing on a request to amend the 2010 City of De Pere Comprehensive Plan Update at 2108 Lawrence DR and 1800 Southbridge RD (part of Parcels WD-L281-1 and WD-D0037).

i. Notice of public hearing.

ii. Recommendation from Plan Commission.

iii. Ordinance #26-16 Adopting Amendment of the 2010 Update to the City of De Pere Comprehensive Plan.

5. Public Comments

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

6. New Business

A. Approval of the minutes of the July 21, 2026 Common Council meeting.

B. Recommendation from the Board of Park Commissioners to accept a \$3,000 donation from Aurora BayCare Sports Medicine to sponsor flag football t-shirts.

C. Recommendation from the Board of Park Commissioners to approve the bid from Perfect Turf, in the amount of \$61,476, to install turf fall surfacing at the Volunteer Park playground.

- D. Recommendation from the Board of Park Commissioners to approve the Ice Arena flooring bid from All American Arena, in the amount of \$149,490.70, with the unallocated balance of up to \$50,000 from Unassigned Reserves.
- E. Recommendation from the Board of Park Commissioners to deny the tile surfacing bid from Perfect Turf, in the amount of \$85,300 for the Carney Park playground, and to rebid the project with turf or poured-in-place surfacing.
- F. Recommendation from Plan Commission to approve a 1-lot extraterritorial certified survey map at 3260 Creekview RD in Glenmore (Parcel GL-132).
- G. Recommendation from Plan Commission to approve a 44-lot and 1-outlot extraterritorial final plat of Rock Ridge Estates at 2200 BLK Beck WY in Lawrence (Parcels L-451-5, L-452-5).
- H. For consideration and possible action in the litigation matter of *Wal-Mart Real Estate Business Trust v. City of De Pere*.

The Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. 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. Resolutions

- A. Resolution #26-75 Supporting a long-term sustainable funding solution for the state's transportation fund.
- B. Resolution #26-76 Authorizing transfer of \$9,772.50 from Unassigned Reserves for Fox Point Boat Launch repairs.
- C. Resolution #26-77 Authorizing transfer of \$4,504 from Unassigned Reserves for Fox Point Boat Launch restroom roof repairs.
- D. Resolution #26-78 Authorizing Development Agreement regarding business park development project with Jim Cornell Plumbing LLC (700 Millennium Court; Parcel ED-2311).
- E. Resolution #26-79 Authorizing Development Agreement regarding business park development project with Bliffert De Pere Holdings LLC (2025 Venture Avenue; portion of Parcel No. WD-D0077).

8. Future Agenda Items

9. 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

4.A

Request for Common Council Action

Meeting Date: August 4, 2026
Department: Development Services
From: Peter Schleinz, City Planner/Zoning Administrator
Subject: Public Hearing on a request to amend the 2010 City of De Pere Comprehensive Plan Update at 2108 Lawrence DR and 1800 Southbridge RD (part of Parcels WD-L281-1 and WD-D0037).
Recommendation:

Attachments:
None



City of De Pere, Wisconsin

4.A.i

Request for Common Council Action

Meeting Date: August 4, 2026
Department: Development Services
From: Peter Schleinz, City Planner/Zoning Administrator
Subject: Notice of public hearing.
Recommendation:

Attachments:
Public Hearing Notice_Comp Plan Updates_8-4-26 mtg_Class 1 30 Day

Publish: June 26, 2026, in the Press Times (Class 1 Notice – 30 Day)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, August 4, 2026**, at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on a request to amend the 2010 City of De Pere Comprehensive Plan Update at the following properties:

Part of Parcel WD-L281-1, approximately 527.5 feet northwest west of the Southbridge RD and Lawrence DR intersection.

Part of Parcel WD-D0037, approximately 590.8 feet west of the Southbridge RD and Lawrence DR intersection.

The request was made by WB Investors Southbridge LLC. The requestor applied to change the Future Land Uses (Figure 2-6) from 'Industrial Park' to 'Multi-Family Residential'. The proposed amendment would allow for a future zoning map amendment for multi-unit residential and other uses.

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S Broadway ST, De Pere WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing <https://www.gotomeet.me/DePere> OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

Public comments will be invited at the public hearing. Written comments can also be submitted to City of De Pere Development Services Department, Attn: Peter Schleinz, 335 S Broadway ST, De Pere WI 54115.

A map of the proposed amendment to the 2010 City of De Pere Comprehensive Plan Update is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 23rd day of June, 2026.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

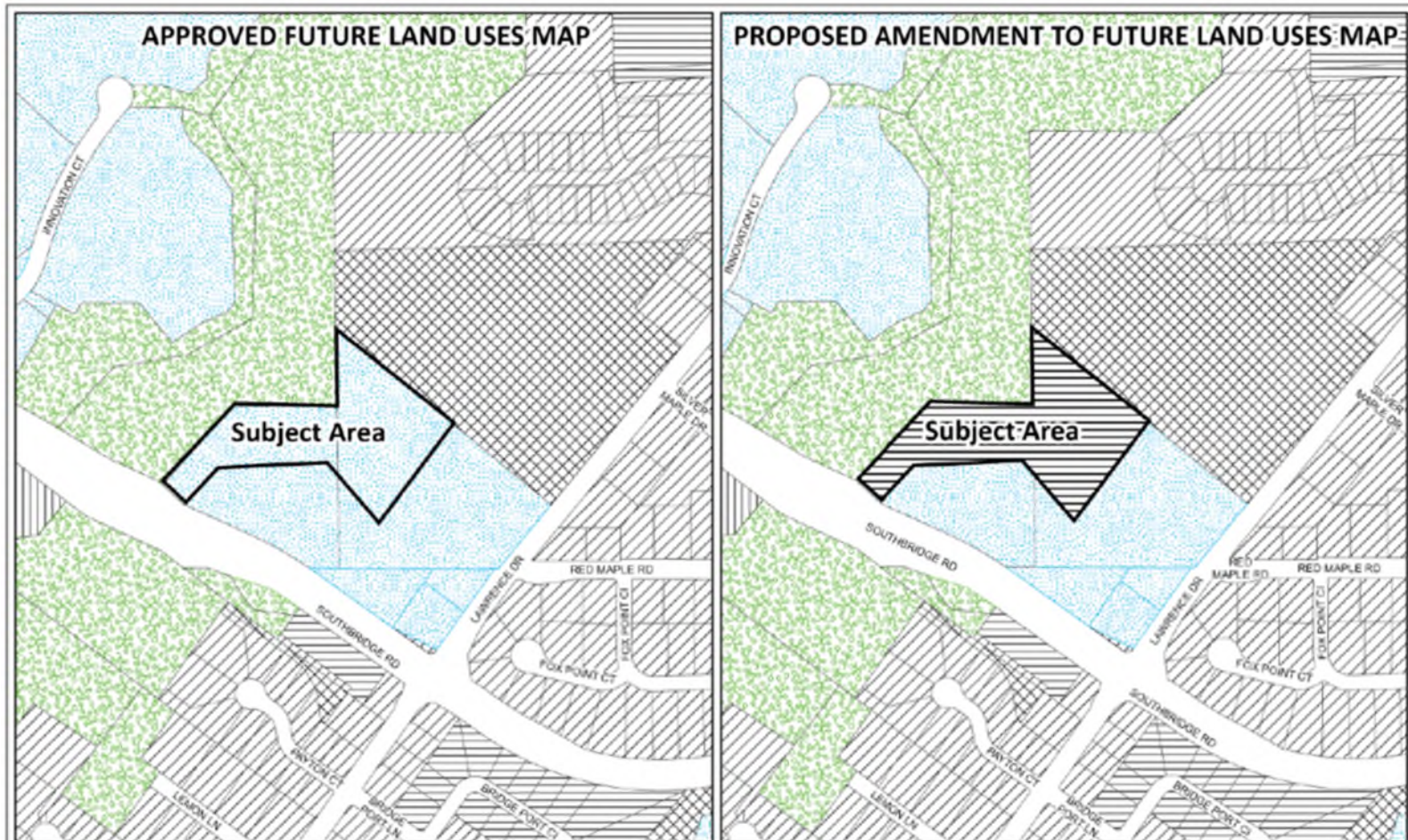
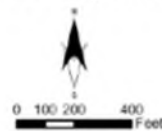


EXHIBIT A: Proposed Comprehensive Plan Update Amendment to Future Land Uses Map - June 2026



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.

- Neighborhood Residential (Including Multi-Family)
- Multi-Family Residential
- Commercial
- Institutional/Governmental Facilities
- Business Park
- Natural Areas

Data Source: City of De Pere, Brown County



City of De Pere, Wisconsin

4.A.ii

Request for Common Council Action

Meeting Date:	August 4, 2026
Department:	Development Services
From:	Peter Schleinz, City Planner/Zoning Administrator
Subject:	Recommendation from Plan Commission.
Recommendation:	Motion to approve.

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

Attachments:

PC Report, Application and supporting documents Comp Plan - 02 Jun 2026

Consideration and possible action on a proposed amendment to the 2010 City of De Pere Comprehensive Plan Update to change the Future Land Uses Map (Figure 2-6) from 'Industrial Park' to 'Multi-Family Residential' at 2108 Lawrence DR and 1800 Southbridge RD (part of Parcels WD-L281-1, WD-D0037).*

SITE MAPS

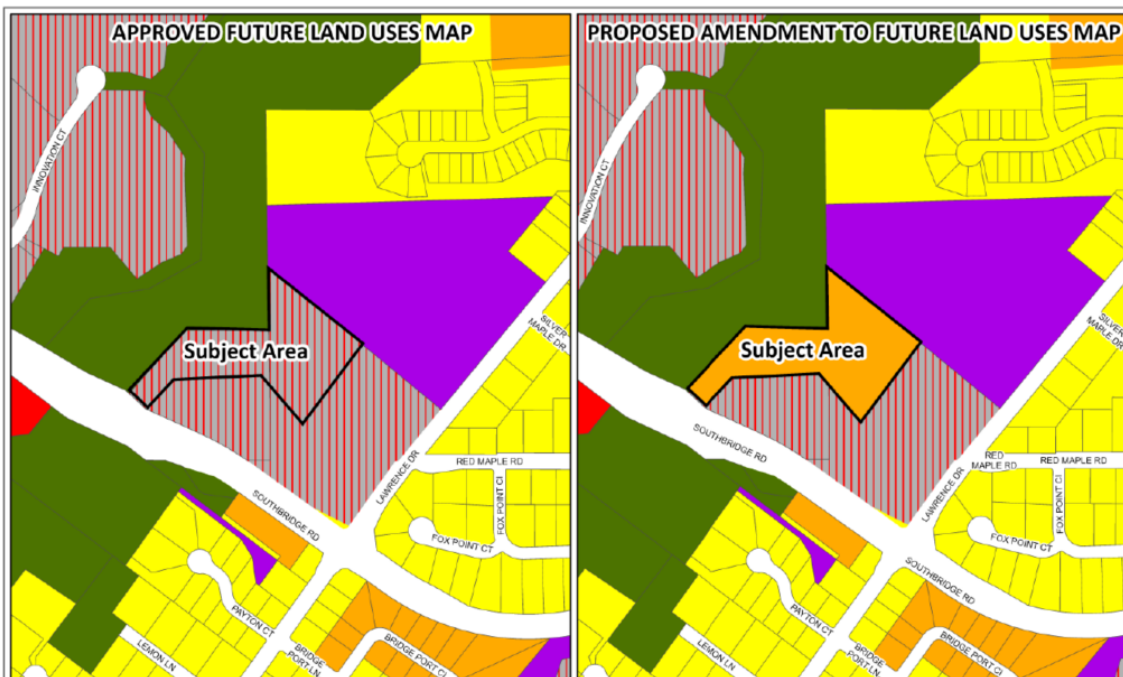
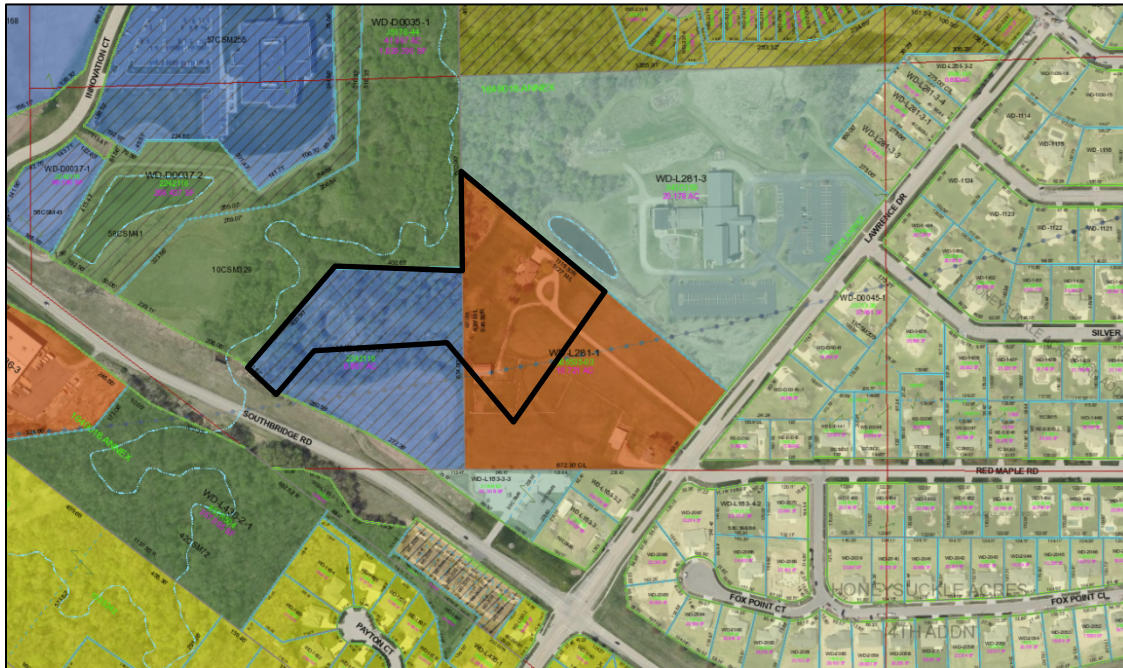
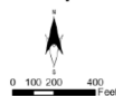


EXHIBIT A: Proposed Comprehensive Plan Update Amendment to Future Land Uses Map - June 2026



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- | | |
|---|---------------------------------------|
| Neighborhood Residential (including Multi-Family) | Transportation and Utilities |
| Multi-Family Residential | Parks and Recreation |
| Commercial | Natural Areas |
| Commercial Redevelopment | Water Features |
| Institutional/Governmental Facilities | Mixed-Use Commercial Nodes |
| Business Park | Urban Reserve Area (Future Mixed Use) |
| Industrial Park | |

Data Source: City of De Pere, Brown County

REQUESTED ACTION:	Amendment to the 2010 City of De Pere Comprehensive Plan.	
COMMON DESCRIPTION:	2108 Lawrence DR and 1800 Southbridge RD , north and west from the Lawrence DR and Southbridge RD intersection.	
ZONING:	Part of Parcel WD-L281-1: C (Commercial District). Part of Parcel WD-D0037: O PDD (Office District with a PDD overlay). <i>NOTE: A Zoning Map Amendment to RM-2 (Multi-Unit [7+ units] District) will be proposed if the comprehensive plan amendment is approved.</i>	
SURROUNDING LAND USES:	Natural areas (CON) and institutional (PI-1) to the north. Undeveloped (O) and former residential (C) to the south. Former residential (C) to the east. Natural areas (CON) to the west.	
COMPREHENSIVE PLAN	Business Park	
APPLICANT / OWNER(S):	<u>Authorized Representative</u> Tom Klister WB Investors Southbridge LLC 1175 Lombardi AV #400 Green Bay, WI 54304	<u>Property Owner(s)</u> WD-L281-1: WB Investors Southbridge LLC 1175 Lombardi AV #400 Green Bay, WI 54304 WD-D0037: Southbridge properties LLC PO BOX 11237 Green Bay, WI 54307-1237
LAND USE HISTORY:	The WD-L281-1 parcel was developed for residential use with existing agricultural uses in the 1980's. The WD-D0037 parcel is undeveloped. The petitioner proposes a change of use for multi-unit residential within the subject area if all necessary approvals can properly be obtained. The necessary approvals may include the following: • Certified survey map. • Comprehensive Plan Amendment. • Zoning Map Amendment to an accommodating District for the use.	
STAFF REVIEW:	The City Development Services Department staff does not make a direct recommendation for petitioner requests to amend the Comprehensive Plan as the Plan was a document prepared with public input and approved by the Plan Commission and Common Council. Rather, the staff review includes a summary of information submitted by the petitioner regarding the request, research regarding past actions on or near the property, and information and reactions provided by the public. It is also the intent of the Development Services Department to identify recommendations and directives found in other various city plans and the Municipal Code. The Plan Commission and Common Council, after hearing the applicant, the public, and staff can then determine if it is in the best interest of the entire City to change the Comprehensive Plan or to continue to follow the existing recommendations.	

As stated above, the sites are currently zoned C and O PDD. The purpose of the C District is to accommodate attractive, auto-oriented commercial development along major highways and corridors; The purpose of the O District is to accommodate office development in the form of stand-alone office buildings and office parks. The majority of the site completed a comprehensive plan amendment and rezoning in 2024 for a landscape supply business that did not materialize due to cost constraints. The remainder of the parcel adjacent to Lawrence Drive is not proposed to change from the Commercial Zoning and Business Park Future Land Use Designations. The remaining portion along the South Bridge Connector route is being left as office for a potential office use. If the applicant wishes to deviate from that proposed designation, then a subsequent future land use amendment must be made to the city.

If the Comprehensive Plan Amendment is approved, the Zoning Map can potentially be amended to one of the following Districts: RM-1 (Multi-Unit [3-6 units] District) or RM-2 (Multi-Unit [7+ units] District). The petitioner's intent is to change the zoning within the subject area to RM-2.

Note: This petition does not include support or denial for future Zoning Ordinance revisions, zoning map amendments, or conditional uses; amendments to the future land uses map shall stand on their own merit.

The City's actions to inform the public about an amendment.

Below are the following steps from Municipal Code and State Statutes for amendments to the Comprehensive Plan:

1. *Neighborhood Notification.*
On June 11, 2026, the City sent meeting notices to property owners within 300' of the subject parcels.
2. *Plan Commission review and possible action.*
On June 22, 2026, the Plan Commission reviews the proposed Comprehensive Plan Amendment. If the Plan Commission recommends approval the approval is done with a resolution. The project cannot progress without a Plan Commission approved resolution.
3. *Class 1 -30 Day Public Hearing Notice.*
If the Plan Commission recommends approval, staff will publish a Class 1 (30-day) public hearing notice with a corresponding map. The notice will be scheduled to be published on June 26, 2026, in the Press Times. This provides the regional notification about a potential public hearing before the Common Council on August 4, 2026.
4. *Neighboring Jurisdiction Notification Distribution.*
The City will also mail a copy of the public hearing notice to clerks from Town of Lawrence, Town of Ledgeview, Town of Rockland, Village of Allouez, Village of Ashwaubenon, and Village of Bellevue because the communities are adjacent to the City. The City will also mail a copy of the public hearing notice to administrators from the Unified School District of De Pere and the West De Pere School District.
5. *Public Hearing at Common Council.*
If the Plan Commission recommends approval, the Common Council will host a public hearing on August 4, 2026, for review and final decision.

Petitioner's actions to inform the public about an amendment.

While not required, the petitioner was encouraged by Development Services staff to reach out to neighbors and property owners about a change to the Comprehensive Plan. The petitioner was requested to keep a list of any neighbors that were contacted so that the list could be shared with the Plan Commission.

Questions received by staff.

As of the drafting of this report, staff did not receive inquiries from the public. A summary of inquiries from the public, after the drafting of this report, will be provided at the time of the Plan Commission meeting.

REVIEW PROCESS:

As stated above, staff does not provide a recommendation for a Comprehensive Plan. The Plan Commission reviews the petition and listens to the public comment and determines if it is in the interest of the entire City to continue to follow the Comprehensive Plan or to recommend an amendment to the Common Council. An approval recommendation is needed by the Plan Commission, and an approval decision is needed by Common Council for an amendment to occur.

If Plan Commission recommends approval, the Plan Commission would pass the resolution included with the staff report. If recommended for approval by the Plan Commission, the amendment may not take effect until the Common Council enacts an ordinance adopting the proposed amendment.



Planning/Zoning Application

Submitted On: Jun 2, 2026, 05:35PM EDT

Planning & Zoning Department

Parcel Number: (Include ALL parcels)	WD-L281-1, WD-D0037
Nearest property address to the project site:	Street Address: 2108 Lawrence Drive, 0 Southbridge Road City: DePere State: WI Zip: 54115
Check each project type that is being applied for:	Comprehensive Plan Amendment CSM Zoning Map Amendment (Rezoning)
What is the basis for the comprehensive plan amendment?	We hope to develop lot 2 of the proposed CSM into an 82 unit multifamily development. See a summary on other parcels below. Please refer to draft CSM for Lot #'s. Lot 1: - o Future land use for this parcel is office. And there is currently a PUD overlay. Peter recommended that if we want to keep commercial for now, that we can leave comp plan as is, and simply re-zone to commercial. We can be on the June 22nd planning commission and then the July 21st Common Council. This way, parcel would be set up for any commercial use. But if residential demand permits and there is a phase 2, we would then down the road have to do the comp plan amendment, and then a re-zoning Lot 2: - o Comprehensive Plan Amendment: Amend future land use to Multi-family. □ Planning Commission June 22nd □ Common Council July 21st - o Re-zoning: After Comp Plan amendment is completed, Need to re-zone this property to multifamily □ Planning Commission July 27th □ Common Council August 18th Lot 3: - o Parcel is already zoned commercial, and has commercial as future land use. Good to go.
Please attach an EXHIBIT MAP that graphically demonstrates the boundaries of the comprehensive plan area and the boundary for each of the proposed uses.	CSM DRAFT-12605.pdf
Please attach a WORD DOCUMENT with the boundary legal description.	CSM Lots 1_2_3_Outlot Descriptions.docx
Upload supporting documents if necessary.	Game Plan by Lot.docx
Current De Pere Zoning Districts:	C PUD
Existing Site Land Uses:	Undeveloped/Vacant/Agricultural
Proposed Site Land Uses:	Residential Commercial
Does the project comply with the Comprehensive Plan?	No
Has City Staff been contacted for a pre-consultation meeting?	Yes
Property Owner:	First Name: WB INVESTORS SOUTHBRIDGE LLC Last Name: WB INVESTORS SOUTHBRIDGE LLC
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 1175 LOMBARDI AVE #400 City: Green Bay

	State: WI Zip: 54304
Property Owner's Phone Number:	920-284-9094
Property Owner's Email Address:	tklister@foreinvestmentgroup.com
Is someone processing the project for the property owner as their authorized representative?	No
What is the basis for the zoning map amendment?	To Re-Zone lot 2 for multifamily use, and to re-zone lot 1 for commercial use.
Number of lots in the CSM:	3
Number of outlots in the CSM:	1
Proposed De Pere Zoning Districts:	RM-2 C
Please attach 1 PDF copy of the CSM.	CSM DRAFT-12605.pdf
Please attach an EXHIBIT MAP with the zoning boundary.	Game Plan by Lot.docx
Please attach a WORD DOCUMENT with the boundary legal description.	CSM Lots 1_2_3_Outlot Descriptions.docx
How do you plan on paying for your application?	Online with a credit card
Total Due:	\$1,225.00
Property Owner or Authorized Representative Signature	First Name: Tom Last Name: Klister Email Address: tklister@foreinvestmentgroup.com 
	Signed at: June 2, 2026 5:34PM America/New_York
User's Session Information	65.25.220.128, Referrer URL

Lot 1:

- o Future land use for this parcel is office. And there is currently a PUD overlay. Peter recommended that if we want to keep commercial for now, that we can leave comp plan as is, and simply re-zone to commercial. We can be on the June 22nd planning commission and then the July 21st Common Council. This way, parcel would be set up for any commercial use. But if residential demand permits and there is a phase 2, we would then down the road have to do the comp plan amendment, and then a re-zoning

Lot 2:

- o Comprehensive Plan Amendment: Amend future land use to Multi-family.
 - Planning Commission June 22nd
 - Common Council July 21st
- o Re-zoning: After Comp Plan amendment is completed, Need to re-zone this property to multifamily
 - Planning Commission July 27th
 - Common Council August 18th

Lot 3:

- o Parcel is already zoned commercial, and has commercial as future land use. Good to go.

CERTIFIED SURVEY MAP

PART OF GOVERNMENT LOT 2 AND THE SOUTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 31, T23N-R20E, CITY OF DE PERE,
BROWN COUNTY, WISCONSIN.



Steven M. Bieda
PLS-2275
May 29th, 2026



TAX PARCEL: WD-D0037 & WD-L281-1
FIELDWORK COMPLETED: 02/09/2026

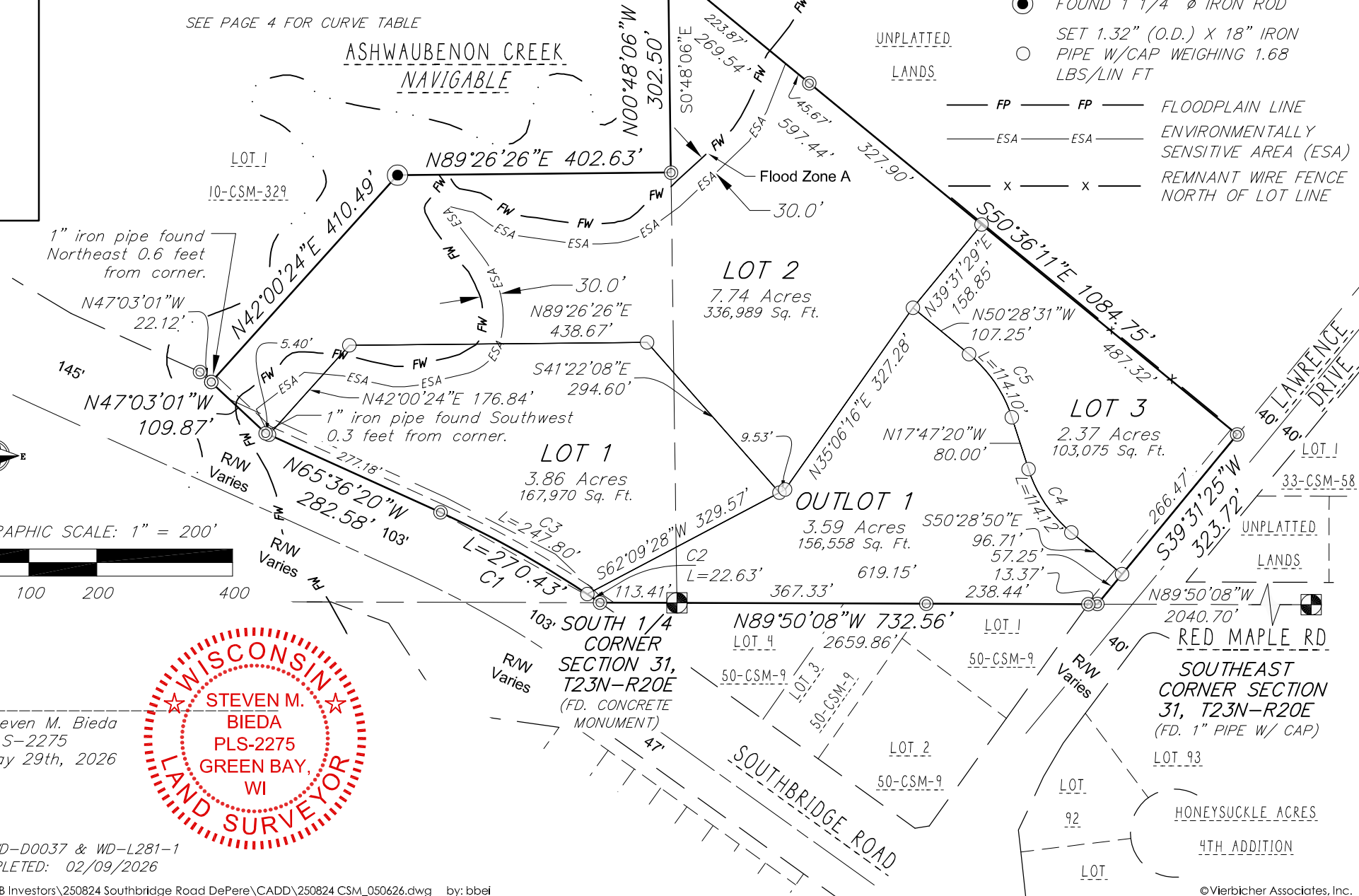
01 Jun 2026 - 10:07a G:\WB Investors\250824 Southbridge Road DePere\CADD\250824 CSM_050626.dwg by: bbef

BEARINGS REFERENCED TO THE SOUTH LINE OF SECTION 31,
T23N-R20E, WHICH BEARS N89°50'08"W.

THE COUNTY MONUMENTS USED IN THIS SURVEY ARE SHOWN AND
THEIR TIES HAVE BEEN FOUND AND VERIFIED AND/OR BROWN
COUNTY PLANNING AND LAND SERVICES HAS BEEN NOTIFIED OF
ANY DISCREPANCIES.

SEE PAGE 4 FOR CURVE TABLE

ASHWAUBENON CREEK
NAVIGABLE



SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1" Ø IRON PIPE
- FOUND 1 1/4" Ø IRON ROD
- SET 1.32" (O.D.) X 18" IRON
- PIPE W/CAP WEIGHING 1.68 LBS/LIN FT
- FLOODPLAIN LINE
- ENVIRONMENTALLY SENSITIVE AREA (ESA)
- REMNANT WIRE FENCE NORTH OF LOT LINE

SHEET
1 OF 5

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

SURVEYED FOR:
WB INVESTORS
SOUTHBRIDGE LLC &
SOUTH BRIDGE
PROPERTIES LLC
DRAWING NO. L-12605

Job #: 250824
Date: 02/20/2026
Rev: 05/29/2026
Drafted By: NKOV
Checked By: MLON

vierbicher
advisors / engineers / surveyors

©Vierbicher Associates, Inc.

01 Jun 2026 - 10:09a C:\WB\Investors\250824 Southbridge Road DePere\CADD\250824_CSM_050626.dwg by: lbjel

CERTIFIED SURVEY MAP

PART OF GOVERNMENT LOT 2 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, T23N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

SURVEYOR’S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped part of Government Lot 2 and the Southwest 1/4 of the Southeast 1/4 of Section 31, T23N-R20E, City of De Pere, Brown County, Wisconsin, described as follows:

Beginning at the South 1/4 Corner of Section 31, T23N-R20E; thence N89°50'08"W, 113.41 feet along the South line of Government Lot 2 of said Section 31; thence 270.43 feet along the Northerly right of way of Southbridge Road and Transportation Project Plat GV-14 Pedestrian Facility - 4.01, recorded as Transportation Plats (Document #3044641) being the arc of a 1535.39 foot radius curve to the left whose long chord bears N60°28'35"W, 270.08 feet; thence N65°36'20"W, 282.58 feet along said North right of way; thence N47°03'01"W, 109.87 feet along said North right of way; thence N42°00'24"E, 410.49 feet along an Easterly line of Lot 1, Volume 10, Certified Survey Maps, Page 329, Map No. 2316, Document No. 968553, Brown County Records; thence N89°26'26"E, 402.63 feet along a Southerly line of said Lot 1; thence N00°48'06"W, 302.63 feet along an Easterly line of said Lot 1, also being the West line of the Southwest 1/4 of the Southeast 1/4 of said Section 31; thence S50°36'11"E, 1084.75 feet; thence S39°31'25"W, 323.72 feet along the West right of way of Lawrence Drive and Transportation Project Plat #05-216-15-06.2, recorded as Volume 1, Transportation Plats, Page 155 (Document #2687739), Brown County Records; thence N89°50'08"W, 619.15 feet along the South line of said quarter-quarter to the Point of Beginning.

Parcel contains 764,592 square feet / 17.55 acres more or less
Parcel subject to easements and restrictions of record.

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

Steven M. Bieda
PLS-2275
May 29th, 2026



CERTIFICATE OF THE CITY OF DE PERE

Approved by the Planning Commission for the City of De Pere on the ____ day of _____, 20____.

Carey E. Danen
City Clerk

CERTIFICATE OF THE CITY OF DE PERE TREASURER

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

Pam Manley
City Treasurer



Job #.: 250824	SURVEYED FOR: WB INVESTORS SOUTHBRIDGE LLC & SOUTH BRIDGE PROPERTIES LLC DRAWING NO. L-12605
Date: 02/20/2026	
Rev: 05/29/2026	
Drafted By: NKOV	
Checked By: MLON	

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

SHEET
2 OF 5

© Vierbicher Associates, Inc.

01 Jun 2026 - 10:10a C:\WB\Investors\250824 Southbridge Road DePere\CADD\250824_CSM_050626.dwg by: bbael © Vierbicher Associates, Inc.

CERTIFIED SURVEY MAP

PART OF GOVERNMENT LOT 2 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, T23N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

CERTIFICATE OF THE BROWN COUNTY TREASURER

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

Ray Suennen Date
Brown County Treasurer

NOTES

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin construction site erosion and sediment control technical standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction, the City has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

Lot 1 & 2 is within the Flood Zone A Floodway of FIRM PANEL NO. 55009C0261F, dated August 17th, 2009.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

Lots 1 & 2 contain an Environmentally Sensitive Area (esa) as defined in the 2040 Brown County Urban Service Area Water Quality Plan. The ESA includes floodway, all land within 30 feet of the floodway or 75 feet beyond the ordinary high water mark – whichever is greater, navigable waterways, all land within 75 feet of the ordinary high water mark of navigable waterways, steep slopes of 20% or greater associated with any aforementioned water or natural resource features and a 20-foot setback from top and bottom of steep slopes. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

PUBLIC UTILITY EASEMENT PROVISIONS (12' PUBLIC UTILITY EASEMENTS)

A NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO ELECTRIC, NATURAL GAS, COMMUNICATIONS, WATER DISTRIBUTION, SEWER COLLECTION, DRAINAGE, ETC., IS HEREBY GRANTED BY

WB INVESTORS SOUTHBRIDGE LLC, GRANTOR, & SOUTH BRIDGE PROPERTIES LLC, GRANTOR, TO WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, AND OTHER PUBLIC UTILITIES, GRANTEE,

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND PUBLIC UTILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, UNDER, ACROSS, ALONG, AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS DESIGNATED ON THE PLAT, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN, AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH, AND/OR ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

Steven M. Bieda
PLS-2275
May 29th, 2026



Job #: 250824
Date: 02/20/2026
Rev: 05/29/2026
Drafted By: NKOV
Checked By: MLON

SURVEYED FOR:
WB INVESTORS
SOUTHBRIDGE LLC &
SOUTH BRIDGE
PROPERTIES LLC
DRAWING NO. L-12605

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

SHEET
3 OF 5

PART OF GOVERNMENT LOT 2 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31,
T23N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

WB INVESTORS SOUTHBIDGE LLC, a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon. WB INVESTORS SOUTHBIDGE LLC, further certify that this Certified Survey Map is required by S236.10 or S236.12 to be submitted to the City of De Pere and the Brown County Planning Commission for approval.

By: _____

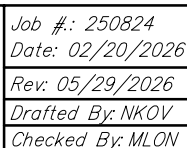
State of Wisconsin)
)ss.
County of)

My Commission expires: _____

Notary Public, State of Wisconsin

Curve Table							
Curve	Length	Radius	Delta	Chord Len.	Chord Dir.	Tan. Bea.	Tan. Bea.
C1	270.43'	1535.39'	10°05'30"	270.08'	N60°28'35"W	N65°31'20"W	N55°25'50"W
C2	22.63'	1535.39'	0°50'40"	22.63'	N55°51'10"W	N56°16'30"W	N55°25'50"W
C3	247.80'	1535.39'	9°14'50"	247.53'	N60°53'55"W	N65°31'20"W	N56°16'30"W
C4	114.12'	200.00'	32°41'30"	112.57'	N34°08'05"W	N17°47'20"W	N50°28'50"W
C5	114.10'	200.00'	32°41'11"	112.56'	N34°07'56"W	N50°28'31"W	N17°47'20"W

A circular red seal for a Wisconsin Land Surveyor. The outer ring contains the text "WISCONSIN" at the top and "LAND SURVEYOR" at the bottom, separated by two five-pointed stars. The center of the seal contains the text "STEVEN M. BIEDA", "PLS-2275", and "GREEN BAY, WI" arranged vertically. The seal is surrounded by a decorative border of red dots.



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

SHEET
4 OF 5

01 Jun 2026 - 10:14a G:\WB Investors\250824 Southbridge Road DePere\CADD\250824 CSM_050626.dwg by: lbjel © Vierbicher Associates, Inc.

CERTIFIED SURVEY MAP

PART OF GOVERNMENT LOT 2 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31,
T23N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

OWNER’S CERTIFICATE

SOUTH BRIDGE PROPERTIES LLC, a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon. SOUTH BRIDGE PROPERTIES LLC, further certify that this Certified Survey Map is required by S236.10 or S236.12 to be submitted to the City of De Pere and the Brown County Planning Commission for approval.

(SOUTH BRIDGE PROPERTIES LLC)

By: _____

PRINT NAME AND TITLE

State of Wisconsin)
)ss.
County of))

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

Notary Public, State of Wisconsin

My Commission expires: _____

Steven M. Bieda
PLS-2275
May 29th, 2026



Job #: 250824	SURVEYED FOR: WB INVESTORS SOUTHBRIDGE LLC & SOUTH BRIDGE PROPERTIES LLC DRAWING NO. L-12605
Date: 02/20/2026	
Rev: 05/29/2026	
Drafted By: NKOV	
Checked By: MLON	

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

SHEET
5 OF 5

LOT 1

Part of Government Lot 2 and part of the Southwest 1/4 of the Southeast 1/4 of Section 31, T23N-R20E, City of De Pere, Brown County, Wisconsin, described as follows:

Commencing at the South 1/4 Corner of Section 31, T23N-R20E; thence N89°50'08"W, 113.41 feet along the South line of Government Lot 2 of said Section 31; thence 22.63 feet along the Northerly right of way of Southbridge Road and Transportation Project Plat GV-14 Pedestrian Facility - 4.01 (recorded as Transportation Plats, Document #3044641) being the arc of a 1535.39 foot radius curve to the left whose long chord bears N55°51'10"W, 22.63 feet, to the Point of Beginning; thence continuing along said Northerly right of way 247.80 feet along the arc of a 1535.39 foot radius curve to the left whose long chord bears N60°28'35"W, 270.08 feet; thence N65°36'20"W, 277.18 feet along said North right of way; thence N42°00'24"E, 176.84 feet; thence N89°26'26"E, 438.67 feet; thence S41°22'08"E, 294.60 feet; thence S62°09'28"W, 320.04 feet to the Point of Beginning.

Parcel contains 167,970 square feet / 3.86 acres more or less
Parcel subject to easements and restrictions of record.

LOT 2

Part of Government Lot 2 and part of the Southwest 1/4 of the Southeast 1/4 of Section 31, T23N-R20E, City of De Pere, Brown County, Wisconsin, described as follows:

Commencing at the South 1/4 Corner of Section 31, T23N-R20E; thence N89°50'08"W, 113.41 feet along the South line of Government Lot 2 of said Section 31; thence 270.43 feet along the Northerly right of way of Southbridge Road and Transportation Project Plat GV-14 Pedestrian Facility - 4.01 (recorded as Transportation Plats, Document #3044641) being the arc of a 1535.39 foot radius curve to the left whose long chord bears N60°28'35"W, 270.08 feet; thence N65°36'20"W, 277.18 feet along said North right of way to the Point of Beginning; thence continuing N65°36'20"W, 5.40 feet along said North right of way; thence N47°03'01"W, 109.87 feet along said North right of way; thence N42°00'24"E, 410.49 feet; thence N89°26'26"E, 402.63 feet; thence N00°48'06"W, 302.50 feet along the Westerly line of the Southwest 1/4 of the Southeast 1/4 of said Section 31; thence S50°36'11"E, 597.44 feet; thence S39°31'29"W, 158.85 feet; thence S35°06'16"E, 327.28 feet; thence S62°09'28"W, 9.53 feet; thence N41°22'08"W, 294.60 feet; thence S89°26'26"W, 438.67 feet; thence S42°00'24"W, 176.84 feet to the Point of Beginning.

Parcel contains 336,989 square feet / 7.74 acres more or less
Parcel subject to easements and restrictions of record.

LOT 3

Part of the Southwest 1/4 of the Southeast 1/4 of Section 31, T23N-R20E, City of De Pere, Brown County, Wisconsin, described as follows:

Commencing at the South 1/4 Corner of Section 31, T23N-R20E; thence S89°50'08"E, 619.15 feet along the South line of the Southwest 1/4 of the Southeast 1/4 of said Section 31; thence N39°31'25"E, 57.25 feet along the Westerly right of way of Lawrence Drive to the Point of Beginning; thence N50°28'50"W, 96.71 feet; thence 114.12 feet along the arc of a 200.00 foot radius curve to the right whose long chord bears N34°08'05"W, 112.57 feet; thence N17°47'20"W, 80.00 feet; thence 114.10 feet along the arc of a 200.00 foot radius curve to the left whose long chord bears N34°07'56"W, 112.56 feet; thence N50°28'31"W, 107.25 feet; thence N39°31'29"E, 158.85 feet; thence S50°36'11"E, 487.31 feet; thence S39°31'25"W, 266.47 feet along the Westerly right of way of Lawrence Drive to the Point of Beginning.

Parcel contains 103,075 square feet / 2.37 acres more or less
Parcel subject to easements and restrictions of record.

OUTLOT 1

Part of Government Lot 2 and part of the Southwest 1/4 of the Southeast 1/4 of Section 31, T23N-R20E, City of De Pere, Brown County, Wisconsin, described as follows:

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Parcel contains 156,558 square feet / 3.59 acres more or less

Parcel subject to easements and restrictions of record.

LOT 1

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Parcel contains 156,558 square feet / 3.59 acres more or less

Parcel subject to easements and restrictions of record.



City of De Pere, Wisconsin

4.A.iii

Request for Common Council Action

Meeting Date: August 4, 2026
Department: City Attorney

From: Angela Zills, Paralegal

Subject: Ordinance #26-16 Adopting Amendment of the 2010 Update to the City of De Pere Comprehensive Plan.

Recommendation: Motion to approve.

This ordinance is in furtherance of the Plan Commission Resolution #26-01 to make amendments to the 2010 Update to the City of De Pere Comprehensive Plan.

Attachments:

Ord26-16, Exhibit A-Reso #PC26-01 - Signed - 22 Jun 2026

ORDINANCE #26-16

ADOPTING AMENDMENT OF THE 2010 UPDATE TO THE
CITY OF DE PERE COMPREHENSIVE PLAN

WHEREAS, the City of De Pere is authorized to amend its comprehensive plan under the procedures set forth in Wis. Stats. § 66.1001(4); and

WHEREAS, the City Plan Commission adopted Resolution PC #26-01 (attached and incorporated as Exhibit A) recommending amendment of the 2010 Update of the City Comprehensive Plan to change the Future Land Use (Figure 2-6) for lands located at 2108 Lawrence Drive and the 1800 Block of Southbridge Road (part of Parcels WD-L281-1 and WD-D0037) from “Industrial Park” and “Commercial” to “Multi-Family Residential”; and

WHEREAS, a public hearing having been scheduled thereon to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 1 Notice of Public Hearing regarding such proposed comprehensive plan amendment, a public hearing having been held on the 4th day of August, 2026 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys.

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin does ordain as follows:

Section 1. Upon the recommendation of the City Plan Commission and its findings as established and set forth in Exhibit A, the 2010 Comprehensive Plan Update is hereby amended by revising the Future Land Use (Figure 2-6) for lands located at 2108 Lawrence Drive and the

1800 Block Southbridge Road (part of Parcels WD-L281-1 and WD-D0037) from “Industrial Park” and “Commercial” to “Multi-Family Residential.”

Section 2. All other references in the 2010 Comprehensive Plan Update to Future Land Uses pertaining to said property or to Figure 2-6 are likewise amended as provided herein.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon and after passage by a majority vote of the members of the Common Council and upon publication required by law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of August, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Meeting: 06/22/2026

Date of publication: _____

PLAN COMMISSION
RESOLUTION #PC 26-01

RECOMMENDING AMENDMENT OF THE 2010 CITY OF DE PERE
COMPREHENSIVE PLAN UPDATE

WHEREAS, the City Plan Commission and Common Council approved the 2010 Comprehensive Plan Update in June/July 2010;

WHEREAS, Wis. Stats. §66.1001(4) establishes procedures by which a Comprehensive Plan may be amended; and

WHEREAS, the City has received a request (petition) to amend the *Land-Use element* of the 2010 Comprehensive Plan Update by changing the Future Land Uses (Figure 2-6) for lands located at 2108 Lawrence Drive and the 1800 Block of Southbridge Road from 'Industrial Park' and 'Commercial' to 'Multi-Family Residential' (part of Parcels WD-L281-1 and WD-D0037); and

WHEREAS, a meeting on the request was held for the public by the Plan Commission on June 22, 2026, to obtain input from the public and for the applicant to answer questions concerning the request; and

WHEREAS, the Plan Commission having heard from the applicant(s), City Development Services staff, and the public, and having reviewed existing and proposed land use maps of the parcels subject to the petition and the parcels adjacent to and in the vicinity thereof, wishes to recommend approval of the request to amend the 2010 Comprehensive Plan Update.

NOW THEREFORE, BE IT RESOLVED THAT:

The City Plan Commission finds and determines that the requested amendment to the 2010 Comprehensive Plan Update is compatible with existing land uses adjacent to part of Parcels WD-L281-1 and WD-D0037, and therefore the

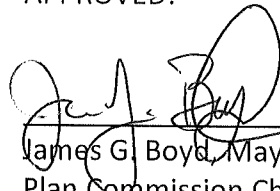
requested amendment is consistent with the *Land-use element* of the 2010 Comprehensive Plan Update.

BE IT FURTHER RESOLVED THAT:

The Plan Commission recommends to the De Pere Common Council that the 2010 Comprehensive Plan Update *Land-Use element* be amended by changing the Future Land Uses (Figure 2-6) for lands located at 2108 Lawrence Drive and the 1800 Block of Southbridge Road from 'Industrial Park' and 'Commercial' to 'Multi-Family Residential' (part of Parcels WD-L281-1 and WD-D0037), as shown on the map attached hereto and incorporated as Exhibit A.

Adopted by the Plan Commission of the City of De Pere, Wisconsin, this 22nd day of June, 2026.

APPROVED:



James G. Boyd, Mayor
Plan Commission Chair

Ayes: 6

Nays: 0



City of De Pere, Wisconsin

6.A

Request for Common Council Action

Meeting Date: August 4, 2026
Department: City Clerk
From: Carey Danen, City Clerk
Subject: Approval of the minutes of the July 21, 2026 Common Council meeting.
Recommendation: Motion to approve.

Attachments:
7-21-26 Common Council minutes draft



Common Council

Regular Meeting

Draft Minutes

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

Tuesday, July 21, 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: Pamela Gantz, Jonathon Hansen, Amy Kunderger, Shana Ledvina, Devin Perock, Dustin Thill, James Boyd

Excused: Mike Eserkaln, Casey Nelson

3. Pledge of Allegiance

4. Public Hearings

A. Public Hearing on a request for an area development plan to add future streets at 2100 Block Lost Dauphin Road.

i. Notice of public hearing.

Clerk Carey Danen stated that the public hearing notice was published in the Press Times on June 26 and July 3, 2026.

ii. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom reported that the Plan Commission voted unanimously to recommend approval of this request. Mayor Boyd declared the public hearing open; no one wished to speak so he declared the public hearing closed.

iii. Ordinance #26-14 Amending the Official Street Map of the City of De Pere for an Area Development Plan to add a future street at Lost Dauphin Road North from the Elderberry Lane/Red Maple Road intersection.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen
SECONDER:	Devin Perock
AYES:	Pamela Gantz, Jonathon Hansen, Amy Kunderger, Shana Ledvina, Devin Perock, Dustin Thill, James Boyd

B. Public Hearing on a request to approve June 2026 amendments to Municipal Code Chapter 14 (Zoning Ordinance).

i. Notice of public hearing.

Clerk Carey Danen reported that the public hearing notice was published in the Press Times on June 26 and July 3, 2026.

ii. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom reviewed the recommended zoning code amendments, including changes to setbacks in the R2 zoning district; the addition of pay-loan deposit businesses as an approved conditional use; clarification of egress window location requirements; updates regarding parking ramp electric vehicle charging station locations; clarifications on home-based businesses; rooftop HVAC system setback requirements; street tree spacing standards; corrections related to fencing berms; and clarification of prohibited signs. Mayor Boyd declared the public hearing open; no one wished to speak so he declared the hearing closed.

iii. Ordinance #26-15 Amending Chapter 14 Zoning Ordinance of the De Pere Municipal Code.

Development Services Director Dan Lindstrom explained that a pay-loan deposit business is a new category, in between a standard financial institution and a payday loan business.

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

5. Presentations/Awards/Recognition

A. Ryan Funeral Home 100 years of Service Proclamation

6. Public Comments

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

None.

7. New Business

A. Approval of the minutes of the July 7, 2026 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Devin Perock

SECONDER:	Pamela Gantz
AYES:	Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, Dustin Thill, James Boyd

B. Recommendation from the License Committee on a request by Sandra Rodriguez to appear before the License Committee regarding the denial of her operator license application.

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

C. Recommendation from the License Committee on a request by Chelsea Cure to appear before the License Committee regarding the denial of her operator license application.

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

D. Recommendation from the License Committee on approval of a Producer Full-Service Retail Sales Application for One Barrel Brewing Company, 303 Reid Street.

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

E. Recommendation from the Finance/Personnel Committee to approve the 2025 Management Letter and Financial Statements.

Elizabeth McMasters from CliftonLarsenAllen LLP presented the management letter and executive audit summary to the Council. She reported that the audit resulted in an unmodified "clean" opinion, the highest rating available to the City. The City received one finding related to the auditors preparing the annual financial report, a practice common in approximately 95% of municipalities. No noncompliance issues with state requirements were identified.

McMasters reviewed the City's governmental fund balances, noting that the unassigned fund balance is at approximately \$10.6 million. The Government Finance Officers Association recommends maintaining this fund between 15-25%; she reported that the City is at 46.7%. The auditors recommend staying at this higher end due to rising costs. The City should consider these reserves when conducting long range capital planning.

McMasters then summarized cash flow trends for the water fund and medical self-insurance fund. For the water fund, the key metric is cash flow. She pointed out increasing water utility

income associated with the 2024 rate case and stated that the City is taking appropriate steps to build cash balance. The medical self-insurance fund saw a lower change in net position as a result of the City's decision to reduce reserves. The City has implemented a premium increase to address rising costs. Discussion followed on the City's unassigned reserves fund balance.

RESULT:	ACCEPTED AND PLACED ON FILE [UNANIMOUS]
MOVER:	Amy Kunding
SECONDER:	Shana Ledvina
AYES:	Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, Dustin Thill, James Boyd

F. Recommendation from the Finance/Personnel Committee to approve internet service quotation of TDS Telecommunications, LLC for the 224 N. Wisconsin Parking Ramp.

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

G. Recommendation from the Board of Public Works on Merrill Street Well Station inspection project.

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

H. For consideration and possible action on request to utilize \$4,504 from Unassigned Reserves to repair the roof of Fox Point restroom building.

City Manager Kim Flom explained that the roof was damaged in a recent storm. Rather than replacing only the damaged section at this time, staff recommends proceeding with installation of a metal roof, as this upgrade was already included in the City's Capital Improvement Plan in the near future.

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

8. Resolutions

Mayor Boyd moved, seconded by Alderperson Perock to suspend the rules and take up items #9A-C, H, and I together. Upon vote, motion carried unanimously. Mayor Boyd moved, seconded by Alderperson Perock to approve items #9A-C, H, and I.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
----------------	--

MOVER:	James Boyd
SECONDER:	Amy Kunding
AYES:	Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, Dustin Thill, James Boyd

- A. Resolution #26-66 Authorizing First Amendment to Master Services Agreement with Stantec Consulting Services Inc. (Additional site investigation and environmental services for the Broadway/Front Streets Redevelopment Site).
- B. Resolution #26-67 Authorizing Second Amendment to Master Services Agreement with Stantec Consulting Services Inc. (Grant application, administration and reporting services).
- C. Resolution #26-68 Approving updated Fox River Fire District Automatic Aid Agreement for Fire Protection and Other Emergency Services.
- D. Resolution #26-69 Authorizing and Providing for the Issuance and Establishing Parameters for the sale of not to exceed \$11,800,000 General Obligation Promissory Notes, Series 2026A, and certain related details.

Justin Fischer from Baird presented an overview of the City's 2026 borrowing plan. He outlined three components: Series A for capital improvement projects, Series B for projects within the Tax Incremental Financing districts, and Series C for the remaining costs of the City parking ramp project, functioning similarly to a construction note. He explained that four resolutions are under consideration tonight because the note anticipation note is not a general obligation note, but could be converted to one in the future. This fourth resolution is necessary to secure a more favorable interest rate and to preserve the option of issuing general obligation notes in the future.

Fischer reported on the recent rating call with Moody's, noting that the City should receive its rating within the next week. He then reviewed the City's general obligation borrowing capacity, stating that the City is in a strong position. Finance Director Pam Manley explained that only a portion of the Series A notes will be issued with a 20-year repayment schedule, specifically for the Municipal Service Center expansion. The remainder of the series will be repaid over a ten-year timeframe.

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

- E. Resolution #26-70 Authorizing and Providing for the Issuance and Establishing Parameters for the sale of not to exceed \$7,150,000 Taxable General Obligation Promissory Notes, Series 2026B, and certain related details.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Shana Ledvina

SECONDER:	Pamela Gantz
AYES:	Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Devin Perock, Dustin Thill, James Boyd

F. Resolution #26-71 Authorizing and Providing for the Issuance and Establishing Parameters for the sale of not to exceed \$3,900,000 Note Anticipation Notes, Series 2026C, and certain related details.

This item was taken up after item #9G.

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

G. Resolution #26-72 Initial Resolution Authorizing the sale and Issuance of General Obligation Promissory Notes, and certain related details.

This item was taken up before item #9F.

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

H. Resolution #26-73 Authorizing Planned Maintenance Agreement with Total Energy Systems, LLC (Backup Generators).

I. Resolution #26-74 Authorizing payment to property owners for temporary limited easements in conjunction with the reconstruction of STH 32 from Eighth to Third Streets (Project 4190-17-00/21/54/71/72).

9. Future Agenda Items

Aldersperson Hansen requested a discussion on non-resident property owners being able to use the yard waste site. This will be placed on a future Board of Public Works agenda.

10. Adjournment

Mayor Boyd moved, seconded by Aldersperson Gantz to adjourn the meeting at 8:11PM. Upon vote, motion carried unanimously.

Respectfully submitted,

Carey Danen, City Clerk



City of De Pere, Wisconsin

6.B

Request for Common Council Action

Meeting Date: August 4, 2026
Department: Parks, Recreation & Forestry
From: Chelsea Moberg, Recreation Supervisor, Marty Kosobucki, Parks, Recreation and Forestry Director
Subject: Recommendation from the Board of Park Commissioners to accept a \$3,000 donation from Aurora BayCare Sports Medicine to sponsor flag football t-shirts.
Recommendation: The Board of Park Commissioners recommend approval.

The Board of Park Commissioners, at the July 16, 2026 meeting, moved to accept a \$3,000 donation from Aurora BayCare Sports Medicine to sponsor flag football t-shirts. The motion was approved with a 4-0 vote.

Attachments:
Park Board Memo - Flag Football Sponsorship 2026

CITY OF DE PERE

Community Center

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



TO: Board of Park Commissioners

FROM: Chelsea Moberg, Recreation Supervisor
Mandi Baker, Recreation Coordinator

DATE: July 16, 2026

RE: Consideration & possible action to accept a \$3,000 donation from Aurora BayCare Sports Medicine to sponsor flag football t-shirts.*

Staff is requesting the Board of Park Commissioner's approval to accept a generous donation of \$600 per league (\$3,000) from Aurora BayCare Sports Medicine.

In exchange for their sponsorship, all shirts for the league would have an approved Aurora BayCare Sports Medicine logo on the back. The estimated cost per league for shirts is \$550-\$600. This sponsorship would greatly reduce the program operational costs.

Thank you for your time and consideration.

Donation Information:

From: Aurora BayCare Sports Medicine
Primary Contact: Kati Coleman
1035 Kepler Dr, Green Bay WI 54311

To: De Pere Parks & Recreation Department

For: Youth Flag Football Shirts

Amount: \$3,000



City of De Pere, Wisconsin

6.C

Request for Common Council Action

Meeting Date: August 4, 2026
Department: Parks, Recreation & Forestry
From: Marty Kosobucki, Parks, Recreation and Forestry Director
Subject: Recommendation from the Board of Park Commissioners to approve the bid from Perfect Turf, in the amount of \$61,476, to install turf fall surfacing at the Volunteer Park playground.
Recommendation: The Board of Park Commissioners recommends accepting the bid from Perfect Turf in the amount of \$61,476 to install turf fall surfacing at Volunteer Park.

The Board of Park Commissioners, at the July 16, 2026 meeting, approved accepting the bid from Perfect Turf, in the amount of \$61,476, to install turf fall surfacing at the Volunteer Park playground. The motion passed unanimously with a 4-0 vote.

Attachments:
Memo.Volunteer Park Playground Surface bid

CITY OF DE PERE MEMO



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

RE: Consideration and possible action to approve the Volunteer Park playground surfacing bid. *

Summary: On Thursday, July 9th bids were opened for the fall surface at the Volunteer Park playground. With the bid specifications, we offered the option to bid on turf or poured in place surfacing. We received three bids for the project. Two bids for poured in place surfacing and one bid for turf. Please see a quick summary of the bids below.

Perfect Turf (Turf Fall Surface)	Bluemels (PIP)	Perfect Tur (PIP)
\$61,476.00	\$64,630.00	\$70,959.00

All three bids fall in line with our projections within our budget. We do not have a playground at this time that has a fall surface which is turf, however we have talked with several communities that have turf and they indicated they are happy with the product.

Recommendation: Staff would recommend accepting the bid from Perfect Turf in the amount of \$61,476 to install a turf fall surface at Volunteer park and forward to council for approval.



Request for Common Council Action

Meeting Date: August 4, 2026
Department: Parks, Recreation & Forestry
From: Marty Kosobucki, Parks, Recreation and Forestry Director
Subject: Recommendation from the Board of Park Commissioners to approve the Ice Arena flooring bid from All American Arena, in the amount of \$149,490.70, with the unallocated balance of up to \$50,000 from Unassigned Reserves.
Recommendation: The Board of Park Commissioners recommends approving the bid from All American Arena, in the amount of \$149,490.70, with the unallocated balance coming from Unassigned Reserves in an amount up to \$50,000.

The Board of Park Commissioners, at the July 16, 2026, meeting, approved accepting the bid from All American Arena, in the amount of \$149,490.70, with the unallocated balance coming from Unassigned Reserves. The motion passed unanimously, with a 4-0 vote. If approved, a resolution for the budget amendment will be brought forward at the conclusion of the project, once the final requested amount is solidified.

Attachments:
Council Memo.De Pere Ice Arena Flooring, Memo.Ice Arena Flooring Bid

CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki
Date: August 4, 2026

RE: De Pere Ice Arena

Recommendation: The Board of Park Commissioners is recommending the acceptance of the bid from All-American Floors in the amount of \$149,490.70.

Summary/Background:

We received three bids to replace the rubberized flooring at the De Pere Ice Arena. Unfortunately, even the lowest bid was significantly higher than we were expecting. To allow the project to continue, additional funding would need to be allocated.

The rubber flooring was listed as a higher priority item for replacement/repair in the Ice Arena Condition Study. As a result of the study and condition of the floor, the De Pere Youth Hockey Association (DYHA) pledged \$50,000 toward the project. I am pleased to say the DYHA have reached their goal and has \$50,000 ready to donate toward the project. In addition to the \$50,000 donation, the City will have around \$55,000 left in the Ice Arena Fund after various projects have been completed this summer. With the \$50,000 donation and \$55,000 in the Ice Arena Fund, that leaves the project around \$45,000 short for accepting the current low bid.

If the Council decides to approve the project, it will need to assign an additional \$45,000 from a different source of money. Staff would recommend allocating up to \$50,000 to accommodate any potential change orders that would occur.

CITY OF DE PERE MEMO



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

RE: Consideration and possible action to approve the Ice Arena flooring bid. *

Summary: As part of our effort to start improving the Ice Arena, we sent out a bid to have the rubberized flooring replaced. This project was financially supported by the De Pere Youth Hockey association with a pledge of \$50,000. We were anticipating the floor bid to come in around \$60,000-\$80,000 based on conversations with vendors.

Bids were opened on Thursday, July 9th. We were anticipating 3-4 bids and received three bids. Unfortunately, the lowest bid came in at \$149,490.70. Below is a quick summary of all the bids.

All American Arena	Arena Warehouse	Gegare Tile, Inc
\$149,490.70	\$184,977.70	\$346,816.05

At the time of this memo, we do not have a recommended action. Staff plans to research the bids and discuss the project with City Administration and De Pere Youth Hockey. I will have additional information for you at our meeting.



Request for Common Council Action

Meeting Date: August 4, 2026
Department: Parks, Recreation & Forestry
From: Marty Kosobucki, Parks, Recreation and Forestry Director
Subject: Recommendation from the Board of Park Commissioners to deny the tile surfacing bid from Perfect Turf, in the amount of \$85,300 for the Carney Park playground, and to rebid the project with turf or poured-in-place surfacing.
Recommendation: Recommendation to deny the bid from Perfect Turf Distributing for tile surfacing in the amount of \$85,300 and to rebid the project for turf or poured-in-place surfacing.

The Board of Park Commissioners, at the July 16, 2026 meeting, recommends denying the bid from Perfect Turf, in the amount of \$85,300, for tile surfacing at the Carney Park playground, and rebidding the project for turf or poured-in-place surfacing. The motion was approved unanimously with a 4-0 vote.

Attachments:
Memo.Carney Park Playground surfacing bid

CITY OF DE PERE MEMO



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

RE: Consideration and possible action to approve the surfacing bid for the Carney Park playground.

Recommendation: To deny the bid from Perfect Turf Distributing and rebid project to expand materials to turf or Poured in Place.

Summary: With Carney Park being a small playground the goal was to go in a different direction than poured in place. Over the past several years we have been only getting one bid on poured in place surfacing and our staff feels the quality has diminished from the company typically getting the bid. Tiles were investigated and felt to be a good option to try, especially considering the playground was going to be a smaller project. Bids were opened on Thursday, July 9 and unfortunately, we received only one bid. And just as unfortunate, the bid we received was almost 40% more than we were projecting. Below is the bid received for tile fall surface at Carney Park, which is about \$20,000 more than we were projecting.

Perfect Turf
\$85,300.00

Based on other bids we received for poured in place and turf for Volunteer Park, we feel the most fiscally responsible course of action would be to deny the bid and rebid the project looking to install turf or poured in place. The negative to this is if poured in place would end up being the selected fall surface, the playground would not likely be ready until spring of 2027 as temperatures would not be conducive for installation in late fall. In speaking with a playground representative, turf can be installed if snow cover does not prevent it. The other option, versus rebidding the project, would be to accept the tile bid and request an additional \$20,000 from unassigned reserves to complete the project.



City of De Pere, Wisconsin

6.F

Request for Common Council Action

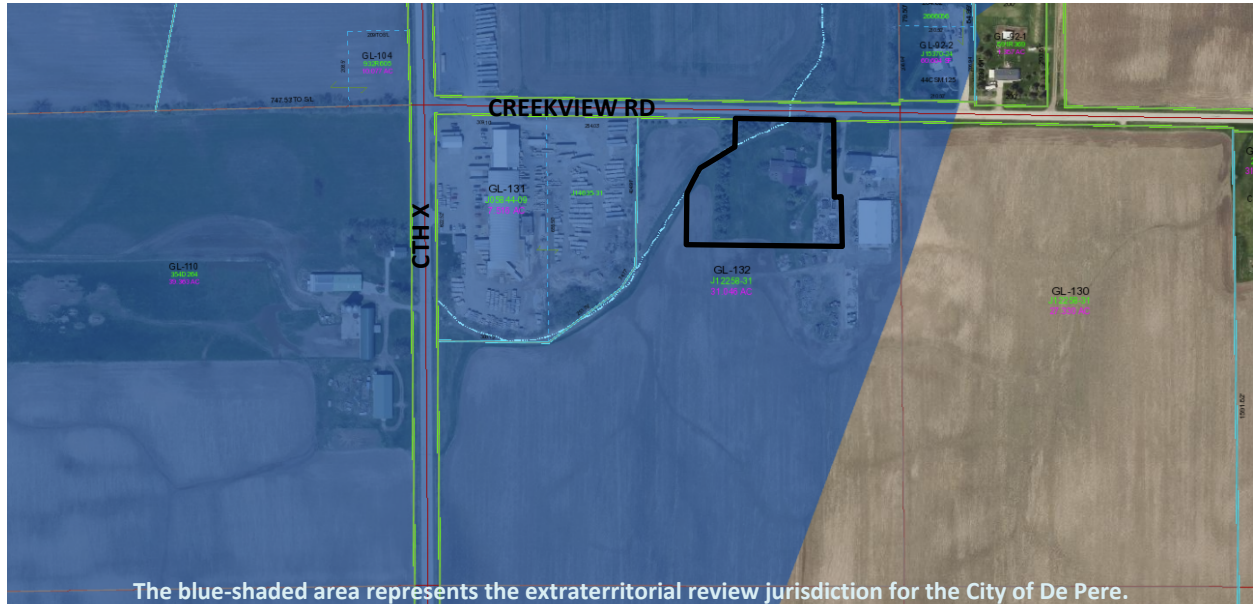
Meeting Date: August 4, 2026
Department: Development Services
From: Peter Schleinz, City Planner/Zoning Administrator
Subject: Recommendation from Plan Commission to approve a 1-lot extraterritorial certified survey map at 3260 Creekview RD in Glenmore (Parcel GL-132).
Recommendation: Motion to approve.

On July 27, 2026, Plan Commission unanimously recommended approval with one condition by a vote of 7-0.

Attachments:
PC Report, Preliminary CSM - 01 Jul 2026

Consideration and possible action for a 1-lot extraterritorial certified survey map at 3260 Creekview RD in Glenmore (Parcel GL-132.*

SITE MAP



REQUESTED ACTION:	Certified Survey Map Approval (File ECSM 26-05).	
COMMON DESCRIPTION:	3260 Creekview RD, southeast from the Creekview RD and CTH X intersection.	
ZONING:	A-1 Agriculture – Farmland Preservation in Glenmore.	
SURROUNDING LAND USES:	Agriculture to the north, south, east and west. Industrial business also to the west.	
COMPREHENSIVE PLAN:	Single Family Residential and Agricultural in Glenmore.	
APPLICANT / OWNERS:	<u>Authorized Representative</u> Andrew Hunter Wisconsin Land Surveying INC 3552 Glen Oaks Pass Green Bay, WI 54311	<u>Property Owner</u> Cletus B Allen Revocable Trust 3336 Creekview RD De Pere, WI 54115
LAND USE HISTORY:	After a review of air photographs, the site has been in agricultural and residential use since at least 1938.	
STAFF REVIEW:	When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. • The proposal creates 1 lot with the parent parcel remaining.	

- Lot 1 is for residential use.
- The Glenmore minimum acreage and frontage requirements for A-1 are 0.0 acres and 0.0 feet; however, all lots must have access to a public road. The De Pere minimum acreage and frontage requirements are 0.46 acres and 100 feet.
- Environmentally sensitive areas and floodways are reviewed by Brown County.

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

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

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

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



Planning/Zoning Application

Planning & Zoning Department

Submitted On:

Jul 2, 2026, 06:55AM EDT

Parcel Number: (Include ALL parcels)	GL-132
Nearest property address to the project site:	Street Address: 3260 Creekview Road City: DePere State: WI Zip: 54115
Check each project type that is being applied for:	CSM
Current De Pere Zoning Districts:	AG Not in De Pere
Existing Site Land Uses:	Residential
Proposed Site Land Uses:	Residential
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a pre-consultation meeting?	Yes
Property Owner:	First Name: Steven Last Name: Allen
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 3336 Creekview Road City: DePere State: WI Zip: 54115
Property Owner's Phone Number:	██████████
Property Owner's Email Address:	████████████████████
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Andrew Last Name: Hunter
Authorized Representative's Business Name:	Wisconsin Land Surveying, Inc.
Authorized Representative's Address:	Street Address: 3552 Glen Oaks Pass City: Green Bay

	State: WI Zip: 54311
Authorized Representative's Phone Number:	
Authorized Representative's Email Address:	
Number of lots in the CSM:	1
Number of outlots in the CSM:	0
Extraterritorial Zoning Districts:	Glenmore
Please attach 1 PDF copy of the CSM.	ALLEN PRELIMINARY CSM (7-1-2026).pdf
How do you plan on paying for your application?	Mail a check
Total Due:	\$375.00
Property Owner or Authorized Representative Signature	First Name: Andrew Last Name: Hunter Email Address:  Signed at: July 2, 2026 6:55AM America/New_York
User's Session Information	206.55.188.247, Referrer URL

CERTIFIED SURVEY MAP

SHEET 1 OF 3

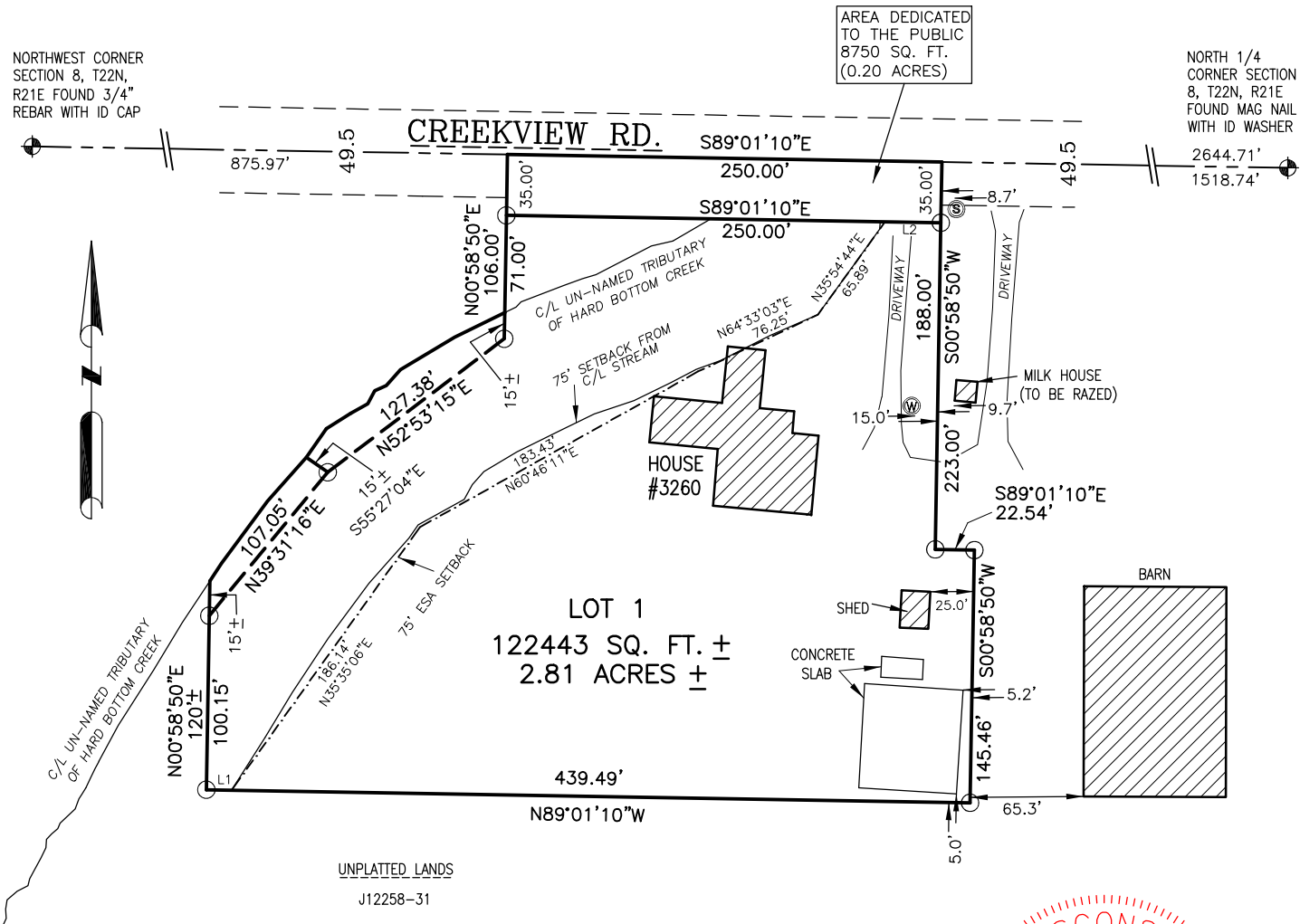
PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 21 EAST, TOWN OF GLENMORE, BROWN COUNTY, WISCONSIN.

RESTRICITVE CONVENANTS

1. THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.
2. LOT 1 CONTAINS AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES NAVIGABLE WATERWAYS AND ALL LANDS WITHIN 75 FEET FROM NAVIGABLE WATERWAYS. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES..

NOTES

1. DEVELOPMENT ON LOT 1 AND THE REMNANT UNPLATTED LANDS REQUIRES PUBLIC SEWER AND WATER BE AVAILABLE OR ACQUISITION OF ALL STATE, COUNTY, AND/OR MUNICIPAL PERMITS CONCERNING ONSITE SEWAGE DISPOSAL SYSTEMS FOR SANITARY WASTE DISPOSAL.
2. THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE TOWN HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION OR INSTALLATION-RELATED ACTIVITIES.
3. A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOT 1 PRIOR TO CONSTRUCTION, FILL, EXCAVATION, OR GRADING ACTIVITY WITHIN 300 FEET OF THE ORDINARY HIGH WATER MARK (OHWM) OF NAVIGABLE RIVERS OR STREAMS.



LINE	BEARING	DISTANCE
L1	N89°01'10"W	14.56'
L2	S89°01'10"E	32.15'



SCALE 1"=100'

NOTES

BEARINGS ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (BROWN COUNTY) NAD 83(91), WHERE THE NORTH LINE OF THE N.W. 1/4 OF SECTION 8, T22N, R21E BEARS S89°01'10"E.



LEGEND

- ⊕ DENOTES SECTION CORNER AS DESCRIBED
- DENOTES 1.25" OUTSIDE DIAMETER IRON PIPE 18" LONG SET, WEIGHING NOT LESS THAN 1.13 LBS PER LINEAL FOOT.
- ⊙ DENOTES STORM MH CLEANOUT
- ⊕ DENOTES WATER WELL

7/1/2026

PROJECT 6336

SHEET 1 OF 3

WISCONSIN
LAND SURVEYING INC.
Professional Service You Can Trust

3552 GLEN OAKS PASS

GREEN BAY, WI 54311

www.wisconsinlandsurveying.com

(920)410-7744

SURVEY PREPARED FOR:

CLETUS B. ALLEN REVOCABLE TRUST
3336 CREEKVIEW ROAD
DEPERE, WI 54115
PARCEL GL-132

CERTIFIED SURVEY MAP

SHEET 2 of 3

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 21 EAST, TOWN OF GLENMORE, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN

I, ANDREW L. HUNTER, WISCONSIN PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY;

THAT I HAVE SURVEYED, DIVIDED AND MAPPED PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 21 EAST, TOWN OF GLENMORE, BROWN COUNTY, WISCONSIN, WHICH IS BOUND AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE SOUTH 89°01'10" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 875.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°01'10" EAST 250.00 FEET; THENCE SOUTH 00°58'50" WEST 223.00 FEET; THENCE SOUTH 89°01'10" EAST 22.54 FEET; THENCE SOUTH 00°58'50" WEST 145.46 FEET; THENCE NORTH 89°01'10" WEST 439.49 FEET; THENCE NORTH 00°58'50" EAST 100.15 FEET TO A POINT ON A MEANDER LINE FOR THE CENTERLINE OF AN UN-NAMED TRIBUTARY OF HARD BOTTOM CREEK, SAID POINT BEING SOUTH 00°58'50" WEST 15 FEET MORE OR LESS FROM SAID CENTERLINE; THENCE NORTH 39°31'16" EAST ALONG SAID MEANDER LINE, 107.05 FEET TO A POINT THAT IS SOUTH 55°27'04" EAST 15 FEET MORE OR LESS FROM SAID CENTERLINE; THENCE CONTINUING ALONG SAID MEANDER LINE, NORTH 52°53'15" EAST 127.38 FEET TO A POINT THAT IS SOUTH 00°58'50" WEST 15 FEET MORE OR LESS FROM SAID CENTERLINE; THENCE NORTH 00°58'50" EAST 106.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 122,443 SQ. FT. (2.81 ACRES) MORE OR LESS AND INCLUDES ALL LANDS LYING BETWEEN THE DESCRIBED MEANDER LINE AND THE CENTERLINE OF SAID TRIBUTARY STREAM. SAID PARCEL IS SUBJECT TO ALL EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE MADE THIS SURVEY BY THE DIRECTION OF STEVEN C. ALLEN, TRUSTEE OF THE CLETUS B. ALLEN REVOCABLE TRUST, OWNER OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE LAND DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236, SECTION 236.34 OF THE WISCONSIN STATUTES AND THE LAND SUBDIVISION ORDINANCES OF THE TOWN OF GLENMORE AND THE BROWN COUNTY PLANNING COMMISSION IN SURVEYING, DIVIDING AND MAPPING THE LAND.

ANDREW HUNTER,
PROFESSIONAL WISCONSIN LAND SURVEYOR S-2835-008

DATE: _____

OWNER'S CERTIFICATE

AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED HEREIN TO BE SURVEYED, MAPPED, DIVIDED AND DEDICATED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: TOWN OF GLENMORE, CITY OF DEPERE, AND BROWN COUNTY PLANNING COMMISSION.

WITNESS THE HAND AND SEAL OF SAID OWNER THIS_____
DAY OF_____, 20_____

STEVEN C. ALLEN
TRUSTEE OF THE CLETUS B. ALLEN REVOCABLE TRUST

STATE OF WISCONSIN)
_____:SS
_____) COUNTY)

PERSONALLY, CAME BEFORE ME THIS_____
DAY OF_____, 20_____ THE AFOREMENTIONED STEVEN C. ALLEN TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC MY COMMISSION EXPIRES_____

CERTIFIED SURVEY MAP

SHEET 3 of 3

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 21 EAST, TOWN OF GLENMORE, BROWN COUNTY, WISCONSIN.

TOWN TREASURER'S CERTIFICATE

AS DULY ELECTED TOWN OF GLENMORE TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAXES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP AS OF THE DATE LISTED BELOW.

DATE

TREASURER

REBECCA PETERS

CERTIFICATE OF THE TOWN OF GLENMORE

RESOLVED THAT THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE TOWN OF GLENMORE ON THIS DAY OF 20__

TOWN CLERK

DAWN MATZKE

CERTIFICATE OF THE CITY OF DE PERE

APPROVED BY THE CITY OF DE PERE COMMON COUNCIL ON THE DAY OF , 20__

CAREY E. DANEN, CITY CLERK

DATE

COUNTY TREASURER'S CERTIFICATE

AS DULY ELECTED BROWN COUNTY TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAXES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP AS OF THE DATE LISTED BELOW.

RAYMOND SUENNEN

DATE

BROWN COUNTY TREASURER

CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

APPROVED BY THE BROWN COUNTY PLANNING COMMISSION THIS DAY OF , 20__

DEVIN YODER

SENIOR PLANNER



City of De Pere, Wisconsin

6.G

Request for Common Council Action

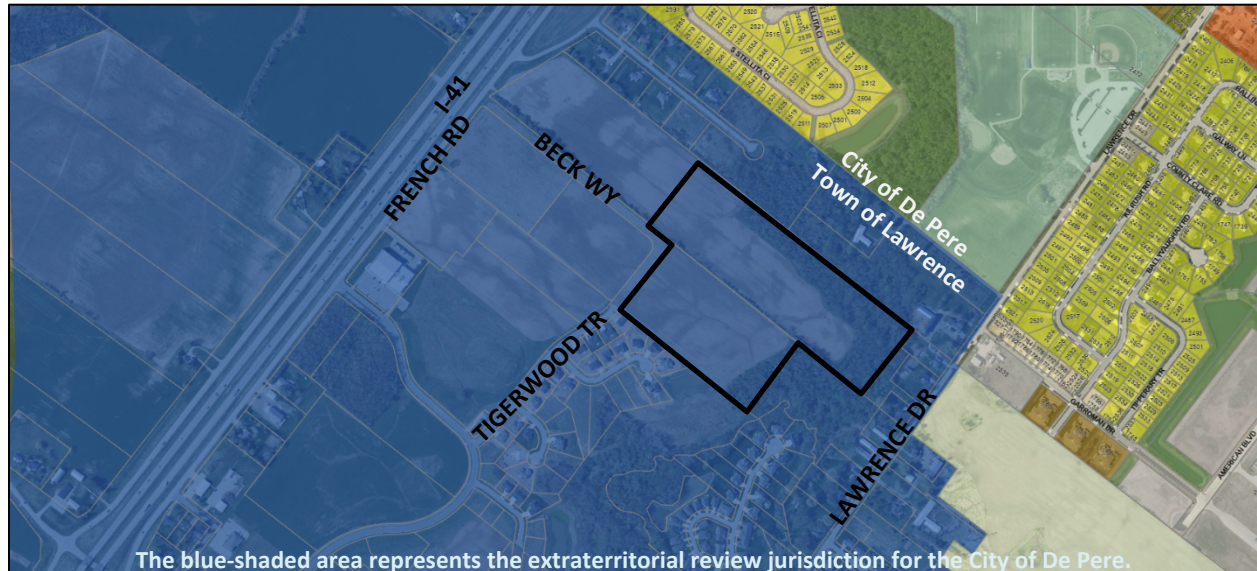
Meeting Date: August 4, 2026
Department: Development Services
From: Peter Schleinz, City Planner/Zoning Administrator
Subject: Recommendation from Plan Commission to approve a 44-lot and 1-outlot extraterritorial final plat of Rock Ridge Estates at 2200 BLK Beck WY in Lawrence (Parcels L-451-5, L-452-5).
Recommendation: Motion to approve.

On July 27, 2026, Plan Commission unanimously recommended approval with one condition by a vote of 7-0.

Attachments:
PC Report, Final Plat - 29 Jun 2026

Consideration and possible action on a 44-lot and 1-outlot extraterritorial final plat of Rock Ridge Estates at 2200 BLK Beck WY in Lawrence (Parcels L-451-5, L-452-5).*

SITE MAP



REQUESTED ACTION:	Final Extraterritorial Plat Approval (File FPP 26-01).	
COMMON DESCRIPTION:	2200 BLK Beck WY, located northeast of the Beck WY and Tigerwood TR intersection.	
ZONING:	R-1 and R-2: Residential District in Lawrence.	
SURROUNDING LAND USES:	Agricultural and developing residential to the north, south, east, and west.	
COMPREHENSIVE PLAN:	Residential and Business/Commercial in Lawrence.	
APPLICANT/OWNER:	<u>Authorized Representative</u> Douglas E Woelz, PLS McMahon Associates INC 1445 McMahon DR Neenah, WI 54956	<u>Property Owner</u> L-451-5: Thomas P Perock Family Irrevocable Trust 1521 Sand Acres DR De Pere, WI 54115 L-452-5: Lawrence Town Of 2400 Shady CT De Pere, WI 54115
LAND USE HISTORY:	After a review of air photographs, the site has been an agricultural use since 1938.	

STAFF REVIEW:

When reviewing a plat, staff considers State Statutes 236 Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- Lots 1-4 are proposed two-unit lots.
- Lots 5-44 are proposed one-unit lots.
- Outlot 1 is a proposed storm water management pond.
- The Lawrence minimum acreage and frontage requirements are 0.3 acres and 100 feet for the 44 residential lots. The De Pere minimum acreage and frontage requirements are 0.2 acres and 75 feet.
- Environmentally sensitive areas are reviewed by Brown County.

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

The plat meets the criteria of State Statutes 236 and Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code. The proposed land division does not impact the Comprehensive Plan negatively. The proposed lot size, frontage, and setbacks meet acceptable City requirements.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the final extraterritorial plat and forwarding the plat to the Common Council for approval, subject to:

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



Planning/Zoning Application

Planning & Zoning Department

Submitted On:

Jun 29, 2026, 02:06PM EDT

Parcel Number: (Include ALL parcels)	L-452-5 and L-451-5
Nearest property address to the project site:	Street Address: 2211 Beck Way 2200 BLK Beck WY City: De Pere State: WI Zip: 54115
Check each project type that is being applied for:	Plat, Final
Current De Pere Zoning Districts:	Not in De Pere
Existing Site Land Uses:	Undeveloped/Vacant/Agricultural
Proposed Site Land Uses:	Residential
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a pre-consultation meeting?	Yes
Property Owner:	First Name: Town of Lawrence Last Name: and Thomas Perock Irrevocable Trust
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 2400 Shady Court City: De Pere State: WI Zip: 54115
Property Owner's Phone Number:	
Property Owner's Email Address:	
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Douglas Last Name: Woelz
Authorized Representative's Business Name:	McMahon Associates
Authorized Representative's Address:	Street Address: 1445 McMahon Drive City: Neenah

ROCK RIDGE

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 10028, RECORDED AS DOCUMENT NO. 3128013, BEING A PART OF LOT 71 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT; AND ALL OF LOT 3 OF CERTIFIED SURVEY MAP NO. 9471, RECORDED AS DOCUMENT NO. 3004248, BEING A PART OF LOT 72 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT; ALL IN THE TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

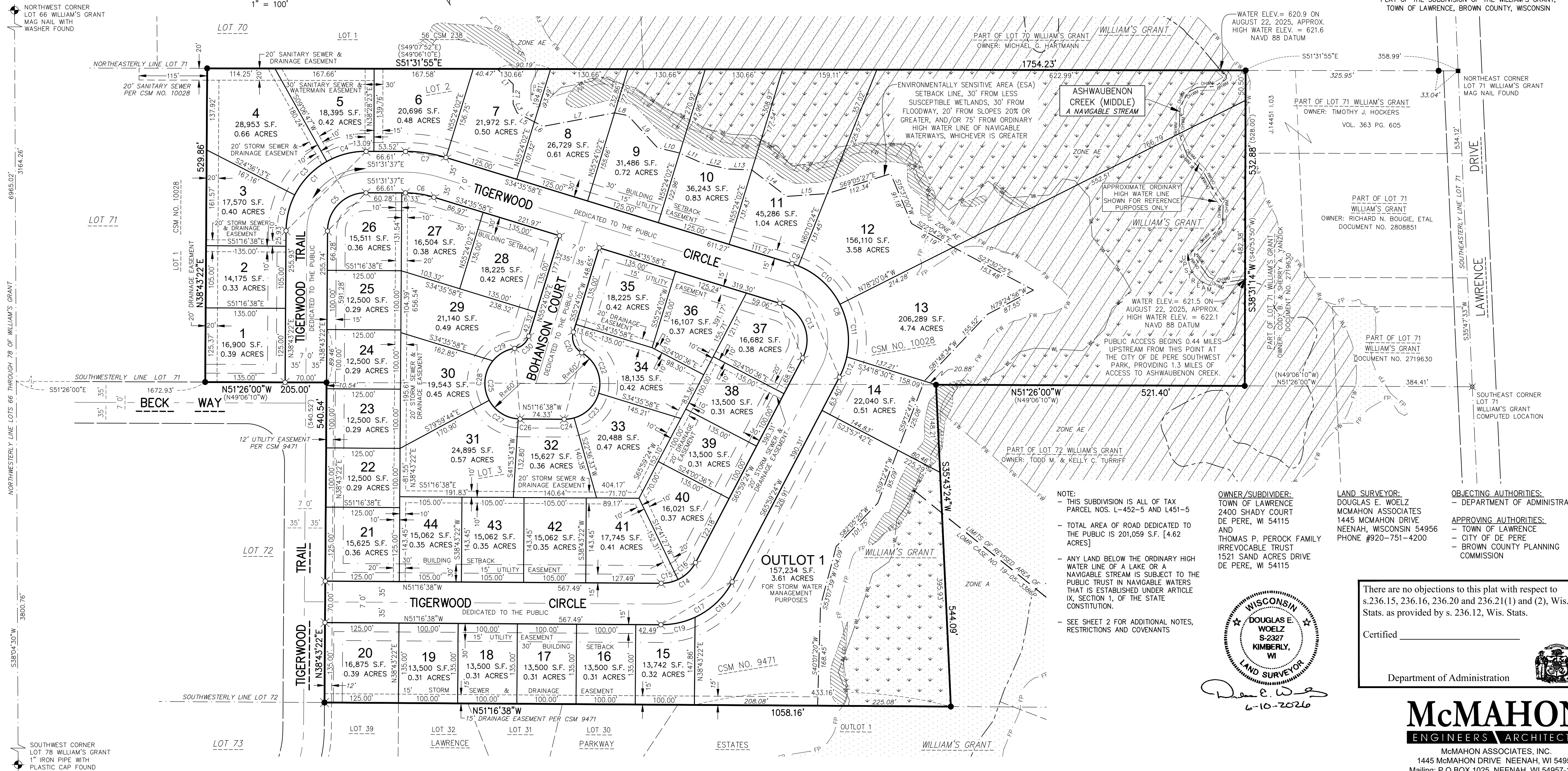
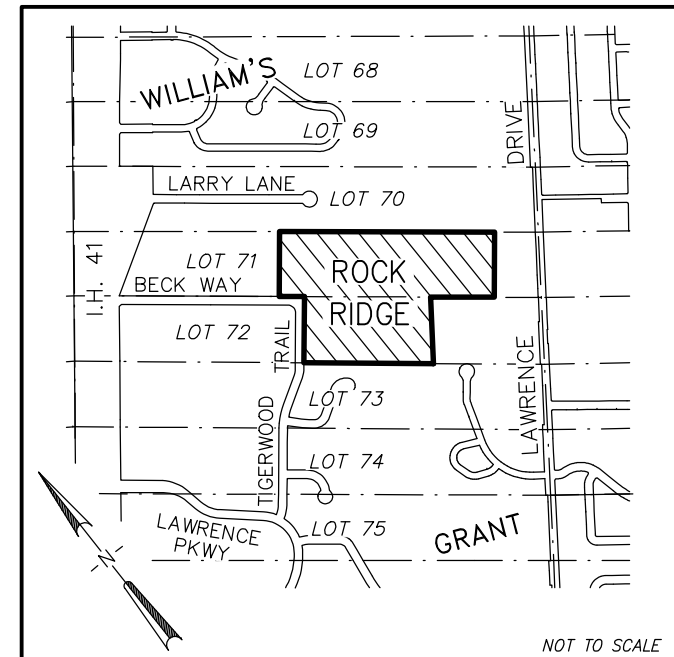
LEGEND

- 1 1/4" x 18" ROUND STEEL REBAR WEIGHING 4.3 lbs./lineal ft. SET
 - 1" I.D. IRON PIPE FOUND
 - MAG NAIL FOUND
 - ALL OTHER LOT CORNERS STAKED WITH 1-5/16" OUTSIDE DIAMETER X 18" ROUND IRON PIPE, WEIGHING 1.68 LBS./LIN. FT.
 - COMPUTED LOCATION
 - CERTIFIED LAND CORNER BROWN COUNTY
 - RECORDED BEARING AND/OR DISTANCE
 - SQUARE FEET
 - ENVIRONMENTALLY SENSITIVE AREA (ESA) STEEP SLOPES OF 20% OR GREATER, FIELD LOCATED
 - WETLANDS DELINEATED BY WALLY SEDLAR OF MCMAHON ASSOCIATES DATED AUGUST 4, 2025
 - MAPPED FLOODWAY LIMITS PER LOMR (TO FEMA FIRM PANEL NO. 55009C0244F) CASE NO. 19-05-3386P, EFFECTIVE DATE OF SEPTEMBER 18, 2020
 - FLOOD PLAIN, ZONE A PER FEMA FIRM PANEL NO. 55009C0244F) CASE NO. 19-05-3386P, EFFECTIVE DATE OF SEPTEMBER 18, 2020
- OHWM --- APPROXIMATE ORDINARY HIGH WATER MARK
- DRAINAGE, SANITARY SEWER & WATERMAIN OR STORM SEWER & DRAINAGE EASEMENT
- 15' UTILITY EASEMENT, UNLESS NOTED OTHERWISE
- EXISTING 12" UTILITY EASEMENT, UNLESS NOTED OTHERWISE
- RIGHT-OF-WAY (R.O.W.) LINE
- PROPERTY LINE
- SECTION LINE
- 30' BUILDING SETBACK LINE
- ENVIRONMENTALLY SENSITIVE AREA (ESA) SETBACK LINE
- BEARINGS ARE REFERENCED TO THE NORTHWESTERLY LINE OF LOTS 66 THROUGH 78 OF THE SUBDIVISION OF THE WILLIAM'S GRANT, WHICH BEARS S38°04'30"W PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR BROWN COUNTY
- SCALE - FEET
1" = 100'

CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH	TANGENT IN TANGENT OUT
C1	135.00'	089°45'01"	211.47'	N83°35'52.5"E	190.50'	N38°43'22"E S51°31'37"E
C2	135.00'	026°40'25"	62.85'	N52°03'34.5"E	62.28'	
C3	135.00'	033°43'00"	79.44'	N82°15'17"E	78.30'	
C4	135.00'	029°21'36"	69.18'	N66°12'25"W	68.42'	
C5	65.00'	089°45'01"	101.82'	N83°35'52.5"E	91.72'	N38°43'22"E S51°31'37"E
C6	165.00'	016°55'39"	48.75'	S43°03'47.5"E	48.57'	S51°31'37"E S34°35'58"E
C7	235.00'	016°55'39"	69.43'	S43°03'47.5"E	69.18'	S51°31'37"E S34°35'58"E
C8	135.00'	100°35'22"	237.01'	S15°41'43"W	207.72'	S34°35'58"E S65°59'24"W
C9	135.00'	004°46'22"	11.25'	S32°12'47"E	11.24'	
C10	135.00'	041°29'32"	97.76'	S09°04'50"E	95.64'	
C11	135.00'	038°47'24"	91.40'	S31°03'38"W	89.66'	
C12	135.00'	015°32'04"	36.60'	S58°13'22"W	36.49'	
C13	65.00'	100°35'22"	114.12'	S15°41'43"W	100.01'	S34°35'58"E S65°59'24"W
C14	65.00'	062°43'58"	71.17'	N82°38'37"W	67.67'	S65°59'24"W N51°16'38"W
C15	65.00'	026°01'55"	29.53'	N64°17'35"W	29.28'	

CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH	TANGENT IN TANGENT OUT
C16	65.00'	036°42'03"	41.64'	S84°20'26"W	40.93'	S65°59'24"W N51°16'38"W
C17	135.00'	062°43'58"	147.81'	N82°38'37"W	140.54'	
C18	135.00'	037°31'08"	88.40'	S84°44'58"W	86.83'	
C19	135.00'	025°12'50"	59.41'	N63°53'03"W	58.93'	
C20	30.00'	077°53'21"	40.78'	S16°27'21.5"W	37.71'	S55°24'02"W S22°29'19"E
C21	60.00'	151°12'41"	158.35'	S53°07'01.5"W	116.23'	S22°29'19"E N51°16'38"W
C22	60.00'	076°18'42"	79.91'	S15°40'02"W	74.14'	
C23	60.00'	058°45'14"	61.53'	S83°12'01"W	58.87'	
C24	60.00'	016°08'44"	16.91'	N59°21'00"W	16.85'	
C25	60.00'	170°20'53"	178.39'	N33°53'48.5"E	119.57'	N51°16'38"W S60°55'15"E
C26	60.00'	003°10'21"	3.32'	S49°41'28"E	3.32'	
C27	60.00'	058°06'33"	60.85'	N19°03'01"W	58.28'	
C28	60.00'	067°55'05"	71.12'	N43°57'48"E	67.03'	
C29	60.00'	041°08'54"	43.09'	N81°30'12"W	42.17'	
C30	30.00'	063°40'13"	33.34'	N87°14'08.5"E	31.65'	S60°55'45"E N55°24'02"E

ESA LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S08°01'51"E	37.22'
L2	S38°38'07"W	33.38'
L3	S13°51'51"W	16.70'
L4	S23°53'20"E	49.14'
L5	S23°53'20"E	32.87'
L6	S23°53'20"E	16.27'
L7	S62°21'21"E	123.18'
L8	S39°44'43"E	23.41'
L9	S04°13'08"E	73.15'
L10	S37°50'51"E	38.64'
L11	S27°31'31"E	41.31'
L12	S38°28'43"E	43.68'
L13	S49°18'15"E	41.80'
L14	S14°23'50"E	73.65'
L15	S55°28'26"E	68.84'



ROCK RIDGE

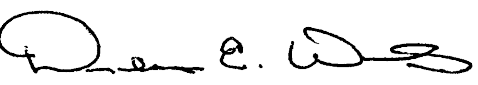
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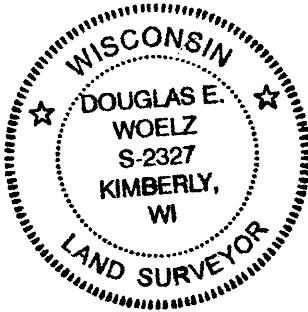
SURVEYOR'S CERTIFICATE

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S-2327, certify that I have surveyed, divided and mapped all of Lot 2 of Certified Survey Map No. 10028, recorded as Document No. 3128013, being a part of Lot 71 of the recorded plat of The Subdivision of the William's Grant; and all of Lot 3 of Certified Survey Map No. 9471, recorded as Document No. 3004248, being a part of Lot 72 of the recorded plat of The Subdivision of the William's Grant; all in the Town of Lawrence, Brown County, Wisconsin, containing 1,498,407 square feet (34.40 acres).

That I have made such survey, land division, and plat under the direction of the owner of said land. That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made. That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision regulations of the Town of Lawrence and Brown County in surveying, dividing and mapping the same.

Dated this 10th day of June 2026


Douglas E. Woelz, PLS-2327
Wisconsin Professional Land Surveyor



OWNER'S CERTIFICATE OF DEDICATION

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

Department of Administration
Town of Lawrence
City of De Pere
Brown County Planning Commission

Dated this _____ day of _____, 20____.

Dr. Lanny J. Tibaldo,
Town Chairperson

Cindy Kocken
Town Clerk

State of Wisconsin)
)ss
Brown County)

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

Notary Public

Brown County, Wisconsin

My commission expires _____

OWNER'S CERTIFICATE OF DEDICATION

Thomas P. Perock Family Irrevocable Trust Dated December 24, 2020, as Owner, I hereby certify that I caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented on this Plat. I also certify that this Plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection.

Department of Administration
Town of Lawrence
City of De Pere
Brown County Planning Commission

Dated this _____ day of _____, 20____.

Bonnie M. Perock, Trustee
Thomas P. Perock Family Irrevocable Trust

State of Wisconsin)
)ss
_____ County)

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

Notary Public

_____ County, Wisconsin

My commission expires _____

TOWN OF LAWRENCE APPROVAL

We hereby certify that Rock Ridge in the Town of Lawrence, Brown County was approved and accepted by the Town Board of the Town of Lawrence on this _____ day of _____, 20____.

Dr. Lanny J. Tibaldo, Town Chairperson Date

State of Wisconsin
)ss
Brown County

I, Cindy Kocken, being the duly elected, qualified and acting clerk of the Town of Lawrence, Brown County do hereby certify that the Town Board of the Town of Lawrence passed by voice vote on this _____ day of _____, 20____ authorizing me to issue a certificate of approval of Rock Ridge, Town of Lawrence and Thomas P. Perock Family Irrevocable Trust Dated December 24, 2020 as owners, upon satisfaction of certain conditions, and I do also hereby certify that all conditions were satisfied and the APPROVAL WAS GRANTED AND EFFECTIVE ON THE _____ day of _____, 20____.

Dated _____
Cindy Kocken, Town Clerk

CERTIFICATE OF TOWN TREASURER

As duly elected Town Treasurer, I hereby certify that the records in our office show no unpaid taxes or unpaid special assessments affecting any of the lands included in Rock Ridge as of the date listed below.

Town Treasurer Date
Cindy Kocken

CERTIFICATE OF TREASURER

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

County Treasurer Date
Raymond F. Suennen

CITY OF DE PERE APPROVAL

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

Carey E. Danen, City Clerk Date

BROWN COUNTY PLANNING COMMISSION APPROVAL

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

Dan Teaters, Planning Director
Brown County Planning Commission

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by Thomas P. Perock Family Irrevocable Trust Dated December 24, 2020, Grantor, Town of Lawrence, Grantor, to Wisconsin Public Service Corporation, a Wisconsin corporation, Grantee Wisconsin Bell Inc., d/b/a AT&T Wisconsin, a Wisconsin Corporation, Grantee Brown County C-Lec, LLC, Grantee Charter Telecommunications Operating, LLC, Grantee TDS Metromcom, LLC, Grantee

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

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

NOTES:

OUTLOT 1 IS TO BE OWNED & MAINTAINED BY THE TOWN OF LAWRENCE FOR STORM WATER MANAGEMENT PURPOSES.

PLANNED MUNICIPAL IMPROVEMENTS TO INCLUDE UTILITIES SUCH AS STORM SEWER, SANITARY SEWER, WATER MAIN, ASPHALT STREETS WITH CONCRETE CURB & GUTTER.

ELEVATIONS AS SHOWN ON THE PLAT ARE REFERENCED TO NAVD 88 DATUM (07 ADJUSTMENT).

A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOTS 7-14 AND OUTLOT 1 PRIOR TO CONSTRUCTION, FILL, EXCAVATION, OR GRADING ACTIVITY WITHIN 300 FEET OF THE ORDINARY HIGH WATER MARK (OHWM) OF NAVIGABLE RIVERS OR STREAMS, OR TO THE LANDWARD SIDE OF THE FLOODPLAIN, WHICHEVER IS GREATER, AND/OR 1000' OF THE OHWM OF NAVIGABLE LAKES, PONDS, OR FLOWAGES.

LOTS 7-14 AND OUTLOT 1 INCLUDE WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

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

THE LOCATION OF THE APPROXIMATE ORDINARY HIGH WATER LINE SHALL BE THE POINT ON THE BANK OF THE NAVIGABLE STREAM UP TO WHICH THE PRESENCE AND ACTION OF SURFACE WATER IS SO CONTINUOUS AS TO LEAVE A DISTINCTIVE MARK BY EROSION, DESTRUCTION OF TERRESTRIAL VEGETATION, OR OTHER RECOGNIZED CHARACTERISTICS.

ESA RESTRICTIVE COVENANT:

LOTS 7-14 AND OUTLOT 1 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2040 BROWN COUNTY URBAN SERVICE AREA WATER QUALITY PLAN. THE ESA INCLUDES DELINEATED WETLANDS, ALL LAND WITHIN 10-30 FEET OF LESS SUSCEPTIBLE WETLANDS, ALL LAND WITHIN 50 FEET OF MODERATELY SUSCEPTIBLE WETLANDS, ALL LAND WITHIN 75 FEET OF HIGHLY-SENSITIVE WETLANDS, FLOODWAY, ALL LAND WITHIN 30 FEET OF THE FLOODWAY OR 75 FEET BEYOND THE ORDINARY HIGH WATER MARK - WHICHEVER IS GREATER, NAVIGABLE WATERWAYS, ALL LAND WITHIN 75 FEET OF THE ORDINARY HIGH WATER MARK OF NAVIGABLE WATERWAYS, AND STEEP SLOPES OF 20% OR GREATER ASSOCIATED WITH ANY AFOREMENTIONED WATER OR NATURAL RESOURCE FEATURES AND A 20-FOOT SETBACK FROM TOP AND BOTTOM OF STEEP SLOPES. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

LOT DRAINAGE RESTRICTIVE COVENANT:

THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

WONR NOTES:

THE WONR SURFACE WATER VIEWER MAP IDENTIFIES WETLAND INDICATOR SOIL TYPES WITHIN THE SUBJECT PROPERTIES. DUE TO WETLANDS, INDICATOR SOILS, AND/OR WATERWAYS WITHIN THE SUBJECT PROPERTIES, COORDINATE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES REGARDING POTENTIAL PROTECTIVE AREAS.

PER US ARMY REGULATORY GUIDANCE LETTER NO. 05-02, DATED JUNE 14, 2005: ALL APPROVED WETLAND DETERMINATIONS COMPLETED AND/OR VERIFIED BY THE US ARMY CORPS OF ENGINEERS MUST BE IN WRITING AND WILL REMAIN VALID FOR A PERIOD OF FIVE YEARS, UNLESS NEW INFORMATION WARRANTS REVISION OF THE DETERMINATION BEFORE THE EXPIRATION DATE, OR A DISTRICT ENGINEER IDENTIFIES SPECIFIC GEOGRAPHIC AREAS WITH RAPIDLY CHANGING ENVIRONMENTAL CONDITIONS THAT MERIT RE-VERIFICATION ON A MORE FREQUENT BASIS.

There are no objections to this plat with respect to s.236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____

Department of Administration





City of De Pere, Wisconsin

6.H

Request for Common Council Action

Meeting Date: August 4, 2026
Department: City Attorney

From:

Subject: For consideration and possible action in the litigation matter of *Wal-Mart Real Estate Business Trust v. City of De Pere*.

The Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. 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:

Attachments:
None



City of De Pere, Wisconsin

7.A

Request for Common Council Action

Meeting Date: August 4, 2026
Department: City Attorney
From: Angela Zills, Paralegal
Subject: Resolution #26-75 Supporting a long-term sustainable funding solution for the state's transportation fund.
Recommendation: Motion to approve.

With approval of the City Manager and Mayor, this item is being placed on the agenda at the request of the League of Wisconsin Municipalities. Approval of this resolution will support the League and its transportation partners in articulating the need for sustainable funding solutions to the challenges faced by municipalities for ongoing transportation funding shortfalls.

Attachments:
Reso26-75

RESOLUTION #26-75

SUPPORTING A LONG-TERM SUSTAINABLE FUNDING SOLUTION
FOR THE STATE'S TRANSPORTATION FUND

WHEREAS, local units of government in Wisconsin own and maintain approximately 90% of the public road miles in the state, including city and village streets, county highways and town roads; and

WHEREAS, Wisconsin's economy—rooted in manufacturing, agriculture, and tourism—relies on a safe, reliable, and well-maintained transportation network; and

WHEREAS, local governments greatly appreciate the one-time infusions of General Purpose Revenue, primarily sales and income taxes, as well as other revenue provided in recent state budgets, which have enabled the initiation and continuation of the successful and popular Local Roads Improvement Program Supplemental (LRIP-S); and

WHEREAS, despite modest increases from the state over the years, transportation aids to local governments remain insufficient to keep pace with inflation and rising construction costs, leaving many communities funded below 2000 levels in real dollars; and

WHEREAS, local governments throughout Wisconsin continue to struggle to perform even routine maintenance, pavement preservation, and safety improvements, resulting in deteriorating roads and bridges; and

WHEREAS, the inaugural inventory and assessment of small bridges between 6 to 20 feet found about 10% of the nearly 17,000 structures to be in poor or severe condition; and

WHEREAS, levy limits and other fiscal constraints prevent local governments from independently filling the funding gap created by inadequate state transportation aids; and

WHEREAS, absent sustainable state funding, many communities have been forced to address their shortfalls by significantly increasing borrowing, deferring essential projects, or imposing local vehicle registration (“wheel”) taxes; and

WHEREAS, Wisconsin motorists currently pay among the lowest transportation user fees in the Midwest, while neighboring states and dozens of others nationwide have enacted long-term revenue measures to keep their transportation systems competitive; and

WHEREAS, Wisconsin is increasingly relying on General Purpose Revenues to make needed investments, potentially pitting transportation against other vital services, such as education; and

WHEREAS, continued lack of growing, dedicated, and predictable revenue places Wisconsin at a growing economic disadvantage by threatening the efficiency of freight movement, the safety of travelers, and the attractiveness of our state to businesses and residents; and

WHEREAS, both Wisconsin’s aging interstate highway system—largely constructed in the 1950s and 1960s—and our extensive network of state and local roads require predictable, adequate, and sustainable funding to meet current and future needs.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council strongly urges the Governor of Wisconsin and the State Legislature to enact a comprehensive, sustainable transportation funding solution that:

1. Provides adequate and reliable revenue growth for the efficient long-term planning and execution of state and local transportation programs;
2. Includes responsible and prudent use of General Purpose Revenue and bonding;

3. Adjusts any new and existing transportation user fees and other revenue mechanisms to sustain purchasing power in order to maintain and improve Wisconsin's transportation infrastructure; and
4. Ensures transportation continues to deliver for Wisconsin by adequately funding reconstruction, preservation, and safety investments on the state and local systems.

BE IT FURTHER RESOLVED THAT:

The City Clerk is hereby directed to transmit a copy of this Resolution to the Governor's office, all members of the Wisconsin State Senate and Assembly representing districts within the City of De Pere and the League of Wisconsin Municipalities.

BE IT FURTHER RESOLVED THAT:

All City officers, officials 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 4th day of

August, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____



City of De Pere, Wisconsin

7.B

Request for Common Council Action

Meeting Date: August 4, 2026
Department: Finance
From: Angela Zills, Paralegal
Subject: Resolution #26-76 Authorizing transfer of \$9,772.50 from Unassigned Reserves for Fox Point Boat Launch repairs.
Recommendation: Motion to approve.

This resolution is the formal budget amendment resulting from the final billing amount for the repairs to the Fox Point Boat Launch approved in March of this year.

Attachments:
Reso26-76

RESOLUTION #26-76

AUTHORIZING TRANSFER OF \$9,772.50 FROM UNASSIGNED
RESERVES FOR FOX POINT BOAT LAUNCH REPAIRS

WHEREAS, at its meeting on March 3, 2026, the Common Council approved necessary repairs to the concrete ramp located at Fox Point Boat Launch in an amount not to exceed \$10,000; and

WHEREAS, following approval, the repairs were completed by Schmidt Boat Lifts & Docks, Inc. and required the use of funds in the amount of \$9,772.50 from Unassigned Reserves; and

WHEREAS, a formal budget amendment is required to allocate funds expended from Unassigned Reserves.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves the transfer of funds from City's Unassigned Reserves account in the amount of \$9,772.50 and authorizes the allocation to Account No. 100-55230-240 (Equipment Maintenance) under the Boat Ramp Budget.

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 4th day of August, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Previous Council Review: 03/03/2026



City of De Pere, Wisconsin

7.C

Request for Common Council Action

Meeting Date: August 4, 2026
Department: Finance
From: Angela Zills, Paralegal
Subject: Resolution #26-77 Authorizing transfer of \$4,504 from Unassigned Reserves for Fox Point Boat Launch restroom roof repairs.
Recommendation: Motion to approve.

This item is the formal budget amendment resulting from the restroom roof repairs at Fox Point Boat Launch approved by the Common Council at its July 21, 2026, meeting.

Attachments:
Reso26-77

RESOLUTION #26-77

AUTHORIZING TRANSFER OF \$4,504 FROM UNASSIGNED
RESERVES FOR FOX POINT BOAT LAUNCH RESTROOM ROOF REPAIRS

WHEREAS, at the July 21, 2026, Common Council meeting, the Council approved necessary repairs to the Fox Point Boat Launch restroom building roof in an amount of \$4,504, resulting from recent storm damage; and

WHEREAS, the repairs were completed under emergency authorization of the City Manager, and required the use of funds in the amount of \$4,504.00 from Unassigned Reserves; and

WHEREAS, a formal budget amendment is required to allocate funds expended from Unassigned Reserves.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves the transfer of funds from City's Unassigned Reserves account in the amount of \$4,504.00 and authorizes the allocation to Account No. 100-55230-240 (Equipment Maintenance) under the Boat Ramp Budget.

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 4th day of August, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Previous Council Review: 07/21/2026



City of De Pere, Wisconsin

7.D

Request for Common Council Action

Meeting Date: August 4, 2026
Department: Development Services
From: Daniel Lindstrom, Development Services Director
Subject: Resolution #26-78 Authorizing Development Agreement regarding business park development project with Jim Cornell Plumbing LLC (700 Millennium Court; Parcel ED-2311).
Recommendation: Motion to approve.

The Finance/Personnel Committee reviewed and unanimously approved the revised development terms with Jim Cornell Plumbing at its meeting on June 9, 2026. The agreement which is the subject of this resolution is being brought forward at this time for Common Council approval.

Attachments:

Reso26-78, Development Agreement - JimCornellPlumbing (Dev Ser) - 7.30.26, Jim Cornell Plumbing Revised Term Sheet FP Memo 06092026

RESOLUTION #26-78

AUTHORIZING DEVELOPMENT AGREEMENT REGARDING BUSINESS PARK DEVELOPMENT
PROJECT BETWEEN THE CITY OF DE PERE AND JIM CORNELL PLUMBING LLC
(700 Millennium Court; Parcel No. ED-2311)

WHEREAS, Jim Cornell Plumbing LLC (“Developer”) desires to enter into an agreement for industrial development of Parcel No. ED-2311 located at 700 Millennium Court by completing construction of a 12,750 square foot, one story commercial/industrial shop on approximately 1.545 acres of land (“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has created Tax Increment Financing District No. 10 (the “District”) for the benefit of industrial development consistent with said Project Plan for the east side of 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, as amended, 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 new facility 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 Business Park Development Project Between the City of De Pere and Jim Cornell Plumbing 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 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 Business Park Development Project Between the City of De Pere and Jim Cornell Plumbing 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 4th day of August, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 06/09/2026

DEVELOPMENT AGREEMENT REGARDING BUSINESS PARK DEVELOPMENT PROJECT
BETWEEN THE CITY OF DE PERE AND JIM CORNELL PLUMBING LLC
(Parcel Number – ED-2311)

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 JIM CORNELL PLUMBING 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. 10, as and for the benefit of industrial development within the District as described in the subsequent Amended Boundary and Project Plans amendments adopted in 2015 and 2024.
- C. Developer has proposed to acquire and develop 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>
ED-2311	700 MILLENNIUM CT	1.545	\$0.00

- D. The parcels listed above shall be referred to as the “Property.” The Property comprises approximately 1.545 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 will construct an approximately 12,750 square foot, one-story commercial/industrial shop, including any public improvements and construction phases (“Project”). The proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.
- F. As of January 1, 2026, the Property has an aggregate assessed value of 0.00.
- G. Upon completion of the Project, the City estimates the assessed property value of the Property to be One Million One Hundred Thousand Dollars (\$1,100,000), which is anticipated to yield approximately Fifteen Thousand Seven Hundred Twenty Dollars (\$15,720) 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 Ten (“TID 10” 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 10 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 10 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. 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

Development Agreement
Page 2 of 34

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 One Million One Hundred Thousand Dollars (\$1,100,000.00).
- 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, 2028, and through the term of this Agreement is less than One Million One Hundred Thousand Dollars (\$1,100,000.00), 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.
- E. “Base Assessed Value” means the total 2026 Assessed Value of the tax parcels comprising the Property in the amount of Zero dollars (\$0.00).
- 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.

Development Agreement
Page 3 of 34

- 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, as defined below, is not made or satisfied in full.
- I. "Developer" means JIM CORNELL PLUMBING 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 10" means City of De Pere Tax Incremental District No. 10 as amended, which is statutorily scheduled to close as of August 7, 2032.
- 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
- 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 One Million One Hundred Thousand Dollars and no/00 cents (\$X1, 100,000.00).
- O. "Minimum Annual Property Tax Payment" means the minimum annual total real property tax payment owing on the Development Project commencing with the 2028 tax year (payable in calendar year 2029.) in the amount of Fifteen Thousand Seven Hundred and Twenty Dollars (\$15,720.00).
- 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 Developer Site Assembly Grant provided to Developer as set forth in Section III.B.

- T. "Property" means the Property as defined in the Recitals.
- U. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- V. "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.
- W. "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.
- X. "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.
- Y. "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, 2027.
- Z. "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.
- AA. "Term of the Agreement" means through the end of TID 10.

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 Site Assembly Grant. City shall provide Developer a Site Assembly Grant of Seventy - Two Thousand Two Hundred and Fifty and no/100 Dollars (\$72,250.00) as an up-front cash grant to assist Developer with the extraordinary costs associated with site assembly and other construction costs involved in the Project.

IV. PURCHASE OF REAL ESTATE/PROPERTY TRANSFER

- A. The Property. Developer agrees to purchase, and City agrees to sell the Property (Tax Parcel ED-2311), excluding City Rights-of-Way, such property being shown as on the attached Exhibit A and identified in this Agreement as the Property.
- B. Purchase Price. The purchase price for the Property shall be the amount of Seventy-Two Thousand Two Hundred and Fifty Dollars and no cents in consideration of City providing Developer with a Site Assembly Cost Reimbursement Grant at closing as described further in Section III.B.1. of this Agreement. 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 Property, 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 Property 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 Property. 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 Property.
 - b) Easements of record, provided the same do not restrict or interfere with the intended use of the Property.
 - c) Obligations contained in this Agreement.
- D. Access Prior to Closing. City shall permit Developer to access the Property 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 Property 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 Property:
 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 Property.
 2. Disposal of Substances. City has not disposed of any substances in any manner on the Property 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 Property to claim for damages.
 3. Septic Systems/Landfill. City does not believe that any septic systems exist on, in, or under the Property. City has not used the Property as a landfill or dump site which involved the disposal of solid waste in a manner which may materially impact the value of the Property nor does City have any present knowledge that any third party has so used the Property.

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 Property by City or its agents or employees. City does not believe that any such tanks existed on or under the Property 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 Property. City has no present knowledge that such spill, leak, discharge, or deposit occurred prior to City’s ownership or use of the Property. City has no present knowledge that any of the Property is 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 Property is 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 Property.
- H. Provisions to Survive Closing. The representation provisions of this Section shall survive the closing of this transaction.

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, 2028, shall be not less than One Million One Hundred Thousand Dollars (\$1,100,000.00). If real property taxes payable with respect to the Development Project for any year after January 1, 2028 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 One Million One Hundred Thousand Dollars (\$1,100,000.00) 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

Development Agreement
Page 8 of 34

of this Agreement of not less than the amount of Fifteen Thousand Seven Hundred Twenty Dollars (\$15,720.00), commencing with the 2028 tax year (payable in calendar year 2029). Should Developer's Annual Property Tax Payment for any tax year beginning on or after January 1, 2028, 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 calendar year 2029. 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 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 its 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. 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 and contained in Exhibit B.

E. Construction Documents. Prior to August 1, 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:

F. Compliance with Planning, Site Plans, Zoning, Permits and Use. Developer will obtain from the City

and all other appropriate governmental bodies (and all other councils, boards and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to developer and use the as set forth in this Agreement, including but not limited to:

1. Developer shall take all steps necessary to obtain City Development Services Department and or Plan Commission approval of the Project relating to zoning and site plan approval to enable construction to commence and proceed so as to obtain Substantial Completion of the Project on or before December 31, 2027 The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the Development Services Department and/or Plan Commission (Exhibit C) and shall be constructed in compliance with all federal, state and local codes together with all conditions and requirements of the Plan Commission.
 2. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 3. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City.
 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.
- G. Proof of Equity. Developer shall have in place and shall provide the City no later than September 1, 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.
- H. Proof of Financing. By no later than September 1, 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.
- I. Acquisition of Property. By no later than September 1, 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.
- J. 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.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.

- L. 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.
- M. 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.
- N. Commencement of Construction and Project. Developer shall commence construction of the Project no later than September 1, 2026.
- O. Substantial Completion. The Project shall be Substantially Completed and subject to full real property tax assessment as of December 31, 2027.

P. 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 or Return of Site Assembly Grant. If after thirty (30) days of mailing of such notice Developer has not cured the default, City may, in its sole discretion, either repurchase the property or require that the Site Assembly Grant to Developer be returned to City as follows:
 - a) If the City determines to repurchase the Property, it is entitled to do so for the price paid for the Property along with pursuing recovery or remedies at law or equity, including recovery of the Site Assembly Grant paid to Developer and real property taxes due for the period the Property was 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 Property, 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 Parcel as a result or consequence of Developer's ownership or construction efforts thereon.
 - c) If the City determines to not repurchase the Property, Developer, on behalf of its successors and assigns agrees to and shall repay City the Site Assembly Grant paid to Developer, plus interest thereon at the statutory rate from the date the Site Assembly Grant was made to the date repaid. Should Developer fail to do so within 60 days of City's demand therefore, Developer agrees that City may obtain a Judgment against it for the amount of Site Assembly Grant advanced plus said interest.
 - d) Upon either the repurchase of the Property by City or the repayment of the Site Assembly Grant, plus said interest, 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.P.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.

- Q. 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.

- R. Landscaping. Developer shall be responsible for landscaping on the Subject Property, including trees, shrubs, seeding, or sod related to the improvements.
- S. 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.
- T. 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.
- U. 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.
- V. Erosion. Developer shall be responsible for all erosion control related to construction of all improvements on the Subject Property.
- W. 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.
- X. 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.
- Y. 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.
- Z. 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.
- AA. 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.

BB. 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 VI. BB. 1. to VI. BB. 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.

CC. 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

Development Agreement

Page 16 of 34

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:

- F. The District. The District shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- G. 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. Survival of Certain Provisions. Sections IV.F.; VI.B.; VI.F.; VI.J.; VI.K.; VI.M.3.; VI.Q.; VI.AA.2.; VI.CC.; 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

Development Agreement
Page 24 of 34

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:

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.

Development Agreement
Page 25 of 34

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

(SIGNATURE PAGES TO FOLLOW)

Signature Page 1 of 2

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

CITY OF DE PERE

By:

Kimberly Flom, City Manager

Carey E. Danen. City Clerk

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

JIM CORNELL PLUMBING LLC

By:

State of Wisconsin)

) : SS

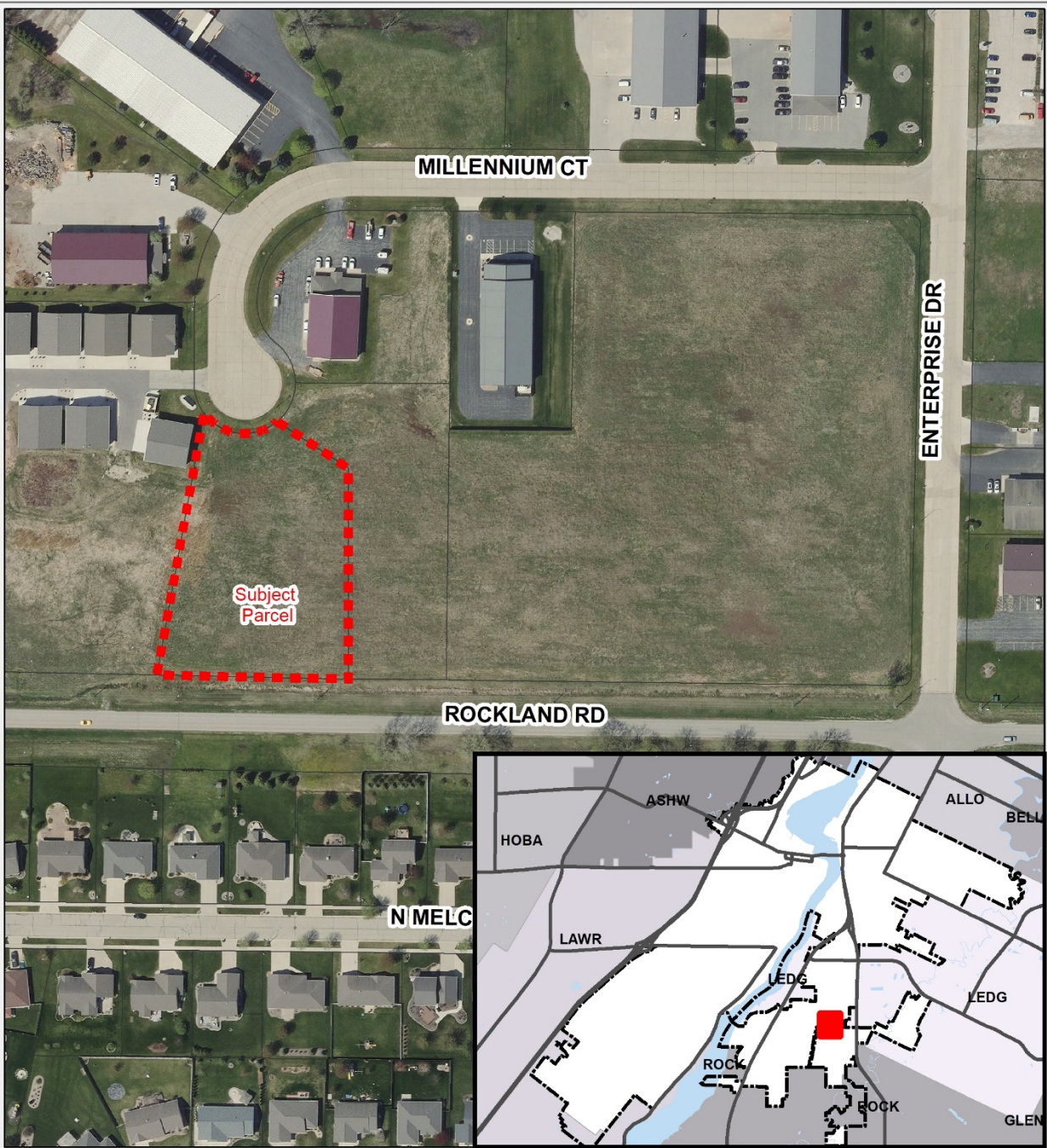
Brown County)

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

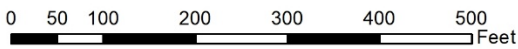
Notary Public, State of Wisconsin

My commission expires on _____

Exhibit A: Map of Property



700 Millennium Ct
City of De Pere



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

File Path:

Data Source: City of De Pere, Brown County

Exhibit A-1: Legal Description of Property

LOT 1 OF CSM 10022 IN 3124741 BNG EAST SIDE INDUSTRIAL PARK 2ND ADDN PRT OF LOT 24

[illegible]

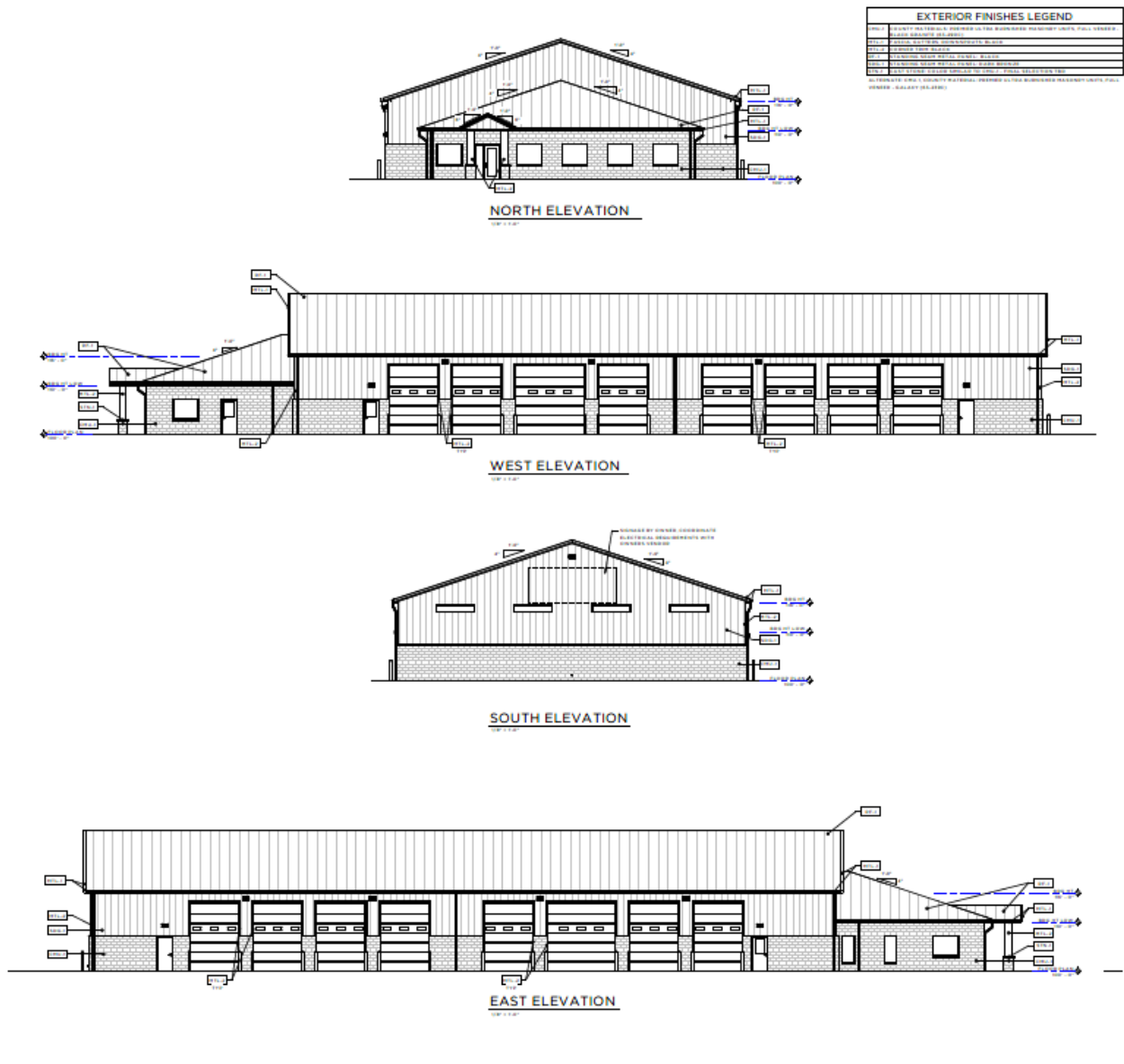


Exhibit C: Description of Project, Final Concept Plan and Site Plan

SITE SUMMARY:

Address(es):	700 Millennium Ct
Parcel IDs:	ED-2311
TID(s):	10
Acres:	1.545 Acres
Land Value:	\$72,250 (1.525 acres x \$50,000 an acre)
Proposed Use:	Relocated office and shop space
Future Land Use:	Business Park
Zoning:	Business Park 1 (BP-1)
Proposed Zoning:	Unchanged
Current Total Assessed Value (full value):	\$0
Potential Addition Building Value (full):	\$1,100,000

CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: June 9, 2026

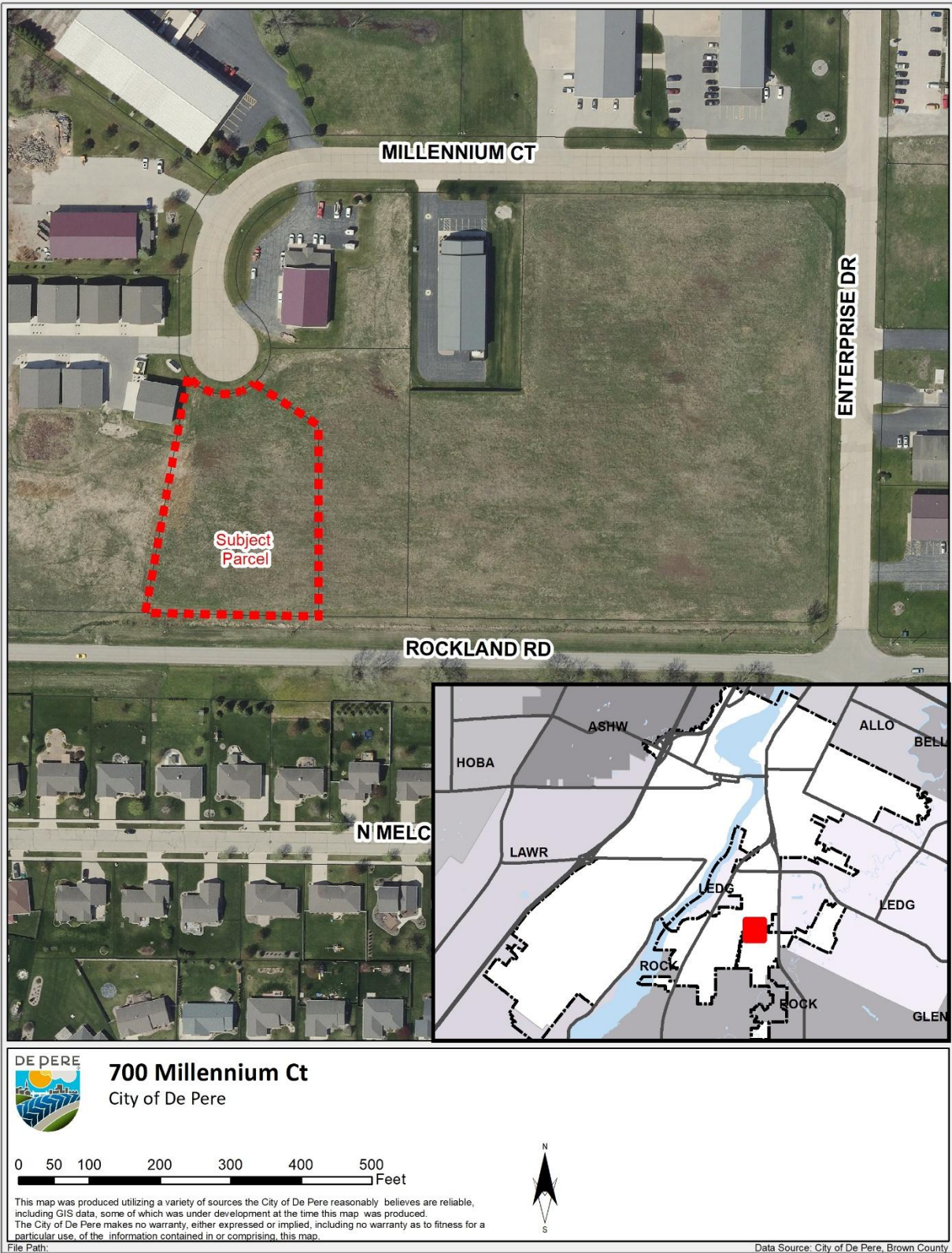
RE: **Consideration and possible action on Sale and Development Agreement Terms with Jim Cornell Plumbing LLC for a new facility at 700 Millennium Court (Parcel ED-2311)*.**

Jim Cornell Plumbing LLC (Developer) has requested revisions to the previously approved Planning Option terms and change to be a sale and development agreement. Following bids for their development proposal. The Developer is requesting Tax Increment Financing (TIF) assistance related to the proposed development of a new plumbing shop and office complex in the City of De Pere. The purpose of this request is to seek a land grant, or equivalent TIF assistance, to offset the cost or value of the property utilized for the project and allow the project to proceed as planned under the prior option terms. Jim Cornell Plumbing LLC proposes to construct a new approximately 12,750 square foot shop and office complex to support the relocation and continued operation of its plumbing business. The project is intended to provide a long-term, purpose-built facility for the company's operations, including office, shop, storage, service, and support functions associated with the plumbing business.

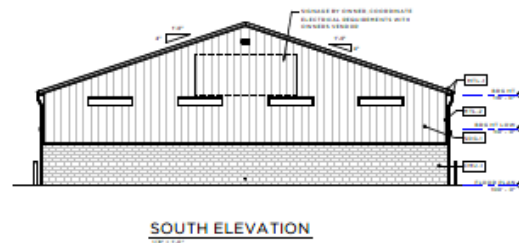
The project will include construction of an approximately 12,750 square foot, one-story commercial / industrial shop and office building on an approximately 70,000 square foot parcel. The site plan includes approximately 38 parking spaces and related site improvements necessary to support the proposed business operation. The project is intended to provide space for office functions, shop operations, vehicle / equipment support, storage, employee parking, customer / visitor access, and related site circulation. The site plan has been conditionally approved by the Planning and Zoning Division and select pages are attached to this memo. The building plans are underway at this time.

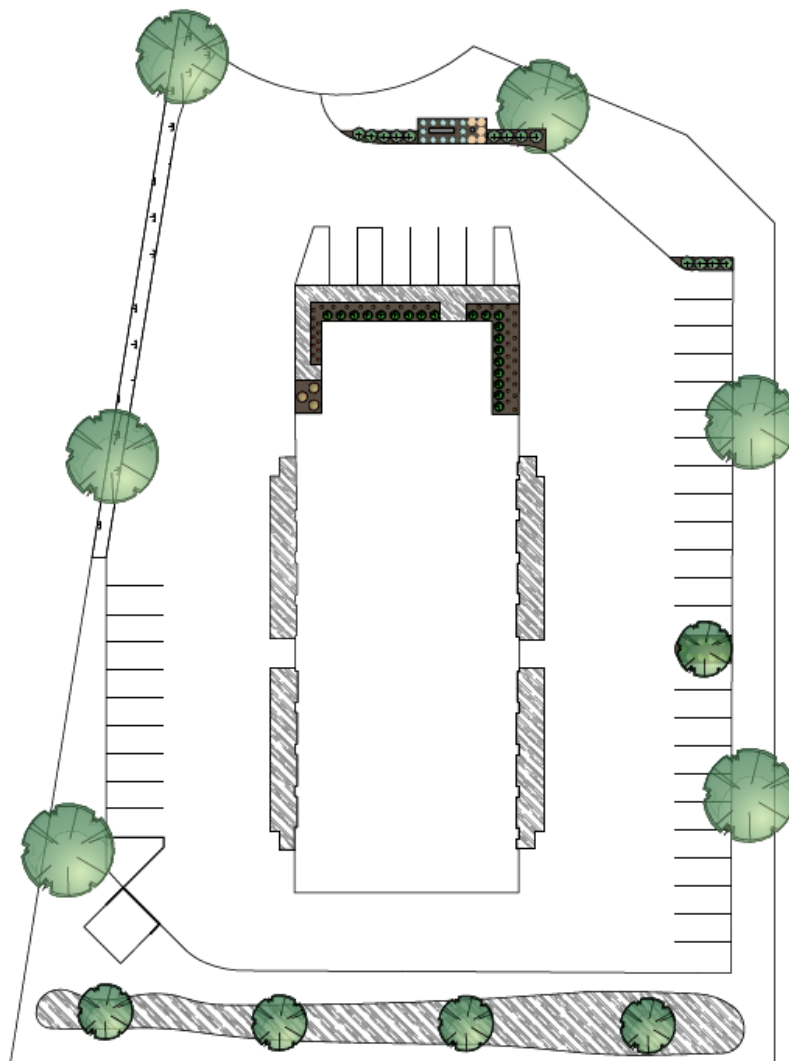
SITE SUMMARY:

Address(es):	700 Millennium Ct
Parcel IDs:	ED-2311
TID(s):	10
Acres:	1.545 Acres
Land Value:	\$72,250 (1.525 acres x \$50,000 an acre)
Proposed Use:	Relocated office and shop space
Future Land Use:	Business Park
Zoning:	Business Park 1 (BP-1)
Proposed Zoning:	Unchanged
Current Total Assessed Value (full value):	\$0
Potential Addition Building Value (full):	\$1,100,000
Office:	\$247,500 (rounded 1,650 sq ft x \$150 per square foot)
Shop:	\$776,300 (rounded 11,090 sq ft x \$70 per square foot)
Mezzanine:	\$75,600 (rounded 840 sq ft x \$90 per square foot)

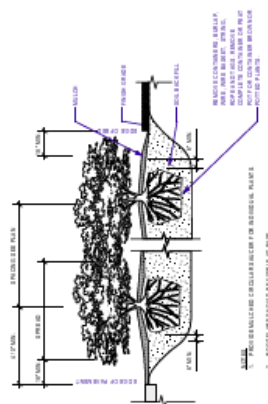
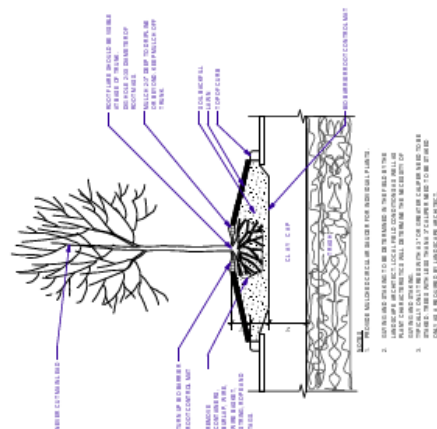


NORTH ELEVATION





Plant List - Types with Images				Size dated 1/18
Common Name	Qty	Contributor	Botanical Name	
1. 	1	1. 	1. 	1
2. 	2	2. 	2. 	2
3. 	3	3. 	3. 	3
4. 	4	4. 	4. 	4
5. 	5	5. 	5. 	5
6. 	6	6. 	6. 	6
7. 	7	7. 	7. 	7
8. 	8	8. 	8. 	8
9. 	9	9. 	9. 	9
10.	10	10.	10.	10



Proposed Incentives:

The Developer has requested a site Assemble Grant for the property. The listed price for the property is \$50,000 an acre. Therefore, the parcel is valued at \$72,250

Impact Analysis:

The \$72,250 Site Assembly Grant represents approximately 7.02 % of the estimated initial assessed values. The percentage is similar to other recent projects in TID 10.

Developer Obligations:

1. **Developer Name:** Jim Cornell Plumbing LLC
2. **Timelines:**
 - a. Secure zoning and site plan approvals by July 1, 2026.
 - b. Submit development budget by July 1, 2026
 - c. Submit proof of equity & proof of financing by July 1, 2026
 - d. Commence construction by August 1, 2026.
 - e. Complete Construction by December 31, 2026.
 - f. Final assessed value by January 1, 2027.
3. **Proposed Development:** The developer shall construct a minimum 12,750-square-foot office and manufacturing facility.
4. **Assessed Value and Tax Revenue:** Developer guarantees minimum annual tax increment revenue payment (tax payment) of \$15,720. The city shall assess the development project in accordance with the real estate valuation requirements for similar commercial or industrial projects under Wis. Stats, §70.32. The total project grant is premised upon the completed redevelopment project having an Assessed Value equal to the Guaranteed Value for real property tax purposes of not less than \$1,100,000; however, in no case shall the annual tax payment be less than \$15,720. The Developer shall make a Payment In Lieu Of Tax to city (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue. The city shall be responsible for conducting the annual evaluation. Developer shall also submit a personal guarantee on the value for the remaining life of the district or until 2033 whichever occurs first.

City Obligations (City of De Pere):

1. **Site Assembly Grant.** The City shall provide the Developer with a Site Assembly Grant of \$72,250 at the close of the purchase of the subject property.

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.



City of De Pere, Wisconsin

7.E

Request for Common Council Action

Meeting Date: August 4, 2026
Department: Development Services
From: Daniel Lindstrom, Development Services Director
Subject: Resolution #26-79 Authorizing Development Agreement regarding business park development project with Bliffert De Pere Holdings LLC (2025 Venture Avenue; portion of Parcel No. WD-D0077).
Recommendation: Motion to Approve.

At its meeting on March 10, 2026, the Finance/Personnel Committee voted unanimously to approve the development terms with Bliffert De Pere Holdings LLC. The Law Department, along with Development Services, have since drafted a Development Agreement for approval by the Common Council.

Attachments:
Reso26-79, Development Agreement -Bliffert-Final-07.31.26, Bliffert Lumber- Term Sheet Memo -March 2026 - Copy

RESOLUTION #26-79

AUTHORIZING DEVELOPMENT AGREEMENT REGARDING BUSINESS PARK DEVELOPMENT
PROJECT BETWEEN THE CITY OF DE PERE AND BLIFFERT DE PERE HOLDINGS LLC
(2025 Venture Avenue; portion of Parcel No. WD-D0077)

WHEREAS, Bliffert De Pere Holdings LLC (“Developer”) desires to enter into an agreement for industrial development of a portion of Parcel No. WD-D0077 located at 2025 Venture Avenue by completing construction of a 60,000 square foot construction design, lumber supply and warehousing facility on approximately 10.25 acres of land (“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has created Tax Increment Financing District No. 11 (the “District”) for the benefit of mixed-use development consistent with said Project Plan for the west side of 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 new facility 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 Business Park Development Project Between the City of De Pere and Bliffert De Pere Holdings 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 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 Business Park Development Project Between the City of De Pere and Bliffert De Pere Holdings 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 4th day of August, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 03/10/2026

**DEVELOPMENT AGREEMENT REGARDING THE DEVELOPMENT OF BUSINESS PARK PROPERTY
BETWEEN THE CITY OF DE PERE AND BLIFFERT DE PERE HOLDINGS LLC**

(An Approximately 10.25 acre portion of **Parcel Number – WD-D0077**)

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the CITY OF DE PERE, Wisconsin, a municipal corporation (“City”) and BLIFFERT DE PERE HOLDINGS 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 2015, the City created Tax Incremental District No. 11 as and for the benefit of mixed-use development within the District and as described in the subsequent Amended Boundary and Project Plans for TID #11 adopted in 2021 and 2023.
- C. Developer has proposed to develop 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>
A portion of WD-D0077	2025 Venture Avenue	10.25 acres	\$525,000

[INSERT LEGAL DESCRIPTION AFTER CSM COMPLETION]

- D. The parcels listed above, shall be referred to as the “Property.” The Property comprises approximately 10.25 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 an approximately 60,000 square foot construction design, lumber supply, and warehousing facility, including any public improvements and construction phases (“Project”). The proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.
- F. As of January 1, 2026, the Property has an aggregate assessed value of zero and is tax exempt as it is municipal-owned.
- G. Upon completion of the Project, the City estimates the assessed property value of the Property to be \$4,100,000.00, which is anticipated to yield approximately \$59,400.00 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 Eleven ("TID 11" 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 11 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 11 to facilitate development 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, development of the business park property and addition of a railroad spur/switch 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 and Developer, as amended and supplemented from time to time.
- B. “Assessed Value” means the anticipated initial value placed upon the Development Project upon completion as determined pursuant to Wisconsin Statutes, Chapter 70. The projected Assessed Value for the Development Project is Four Million One Hundred Thousand Dollars (\$4,100,000.00).
- 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, 2028, and through the term of this Agreement is less than Four Million One Hundred Thousand Dollars (\$4,100,000.00), the Deficit Payment (as defined below) provisions of Section VI. B. shall apply.

- D. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by the Assessed Increment Value of the Project and/or Property during the twelve (12) month period preceding a financial incentive payment date. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- E. "Base Assessed Value" means the total 2026 Assessed Value of the tax parcels comprising the Property in the amount of Zero Dollars (\$0.00).
- 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 Bliffert De Pere Holdings 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 11" means City of De Pere Tax Incremental District No. 11 as amended, which is statutorily scheduled to close as of September 1, 2035.
- 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 Four Million One Hundred Thousand Dollars and no/00 cents (\$4, 100,000.00).

- O. "Minimum Annual Property Tax Payment" means the minimum annual total real property tax payment owing on the Development Project commencing with the 2028 tax year (payable in calendar year 2029) 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 Grants" means the Project Reimbursement Grant and Developer Site Assembly Grant provided to Developer as set forth in Section III.B.
- T. "Property" means the Property as defined in the Recitals.
- U. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- V. "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.
- W. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- X. "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.
- Y. "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.

- Z. “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, 2027.
- AA. “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.
- BB. “Term of the Agreement” means the period beginning on the date of this Agreement and ending upon the closure or termination by law otherwise of TID 11.

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 Grants. City shall provide Developer with the following TIF incentives as Project Grants, the receipt of which are necessary for the Project to proceed.
 - 1. Developer Site Assembly Grant. City shall provide Developer at closing with a Site Assembly Grant of Five hundred twenty-five thousand and no/100 dollars (\$525,000.00) to assist Developer with the extra-ordinary costs associated with site assembly and other construction costs involved in the Project.
 - 2. Developer Project Cost Reimbursement Grant. City shall provide Developer an incentive of One hundred twenty thousand and no/100 dollars (\$120,000.00) 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 Grants 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 Grants be paid prior to September 15th of the year Substantial Completion is achieved.
- 3. 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 as stated in Section VI.E.; then
 - c) Any other activity specifically approved by the City.
- 4. 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.

IV. PURCHASE OF REAL ESTATE/PROPERTY TRANSFER

- A. The Property. Developer agrees to purchase, and City agrees to sell the Property (a portion of Tax Parcel WD-D0077), excluding City Rights-of-Way, such property being shown as on the attached Exhibit A and identified in this Agreement as the Property.
- B. Purchase Price. The purchase price for the Property shall be the amount of five hundred and twenty-five thousand dollars and no cents (10.25 acres multiplied by \$50,000 per acre equals \$525,000) in consideration of City providing Developer with a Site Assembly Cost Reimbursement Grant at closing as described further in Section III.B.1. of this Agreement. 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 Property, 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 Property 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 Property. 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. The City shall pay a sales commission of Twenty-Six Thousand Two Hundred and Fifty Dollars (\$26,250.00) to Robert Flood of Founders 3 Commercial Services, Inc. This commission is calculated as Five Percent (5%) of the sale value of the property prior to application of the Site Assembly Grant and is subject to adjustment should the total acreage change during the CSM process.
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 Property.
 - b) Easements of record, provided the same do not restrict or interfere with the intended use of the Property.
 - c) Obligations contained in this Agreement.
- D. Access Prior to Closing. City shall permit Developer to access the Property 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 Property 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 Property:

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 Property.
 2. Disposal of Substances. City has not disposed of any substances in any manner on the Property 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 Property to claim for damages.
 3. Septic Systems/Landfill. City does not believe that any septic systems exist on, in, or under the Property. City has not used the Property as a landfill or dump site which involved the disposal of solid waste in a manner which may materially impact the value of the Property nor does City have any present knowledge that any third party has so used the Property.
 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 Property by City or its agents or employees. City does not believe that any such tanks existed on or under the Property 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 Property. City has no present knowledge that such spill, leak, discharge, or deposit occurred prior to City's ownership or use of the Property. City has no present knowledge that any of the Property is 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 Property is 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 Property.
- H. Provisions to Survive Closing. The representation provisions of this Section shall survive the closing of this transaction.

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, 2028, shall be not less than Four Million One Hundred Thousand Dollars (\$4,100,000.00). If real property taxes payable with respect to the Development Project for any year after January 1, 2028 are less than the Minimum Annual Property Tax Payment, Developer, on behalf of themselves and their respective successors and/or assigns, agree that the Deficit Payment provisions of Section VI.B. ("Deficit Payment Calculation") shall apply. Developer shall provide any and all applicable or otherwise necessary records to City, City Assessor or other related agency for purposes of property assessment valuations.
2. No Default. Notwithstanding anything in the preceding paragraph to the contrary, the failure of the Development Project to meet the requirement for a Four Million One Hundred Thousand Dollars (\$4,100,000.00). 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 2028 tax year (payable in calendar year 2029). Should Developer's Annual Property Tax Payment for any tax year beginning on or after January 1, 2028, 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 2029. 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 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.
- D. Site Plan. Prior to December 1, 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 contained in Exhibit B.
- E. Construction Documents. Prior to February 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 February 1, 2027, 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 develop and use the as set forth in this Agreement, including but not limited to:
1. Developer shall take all steps necessary to obtain City Development Services Department and or Plan Commission approval of the Project relating to zoning and site plan approval to enable construction to commence and proceed so as to obtain Substantial Completion of the Project on or before December 31, 2027. 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 October 1, 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 October 1, 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 October 1, 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.
- 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. Notwithstanding the foregoing, Developer may sell, transfer or convey the Property or any part thereof, after termination of the District, without the prior written consent of the City.

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 February 1, 2027.
- P. Substantial Completion. The Project shall be Substantially Completed and subject to full real property tax assessment as of December 31, 2027.
- Q. Failure to Commence Construction or Substantially Complete.
1. Notice and Cure. If, in the reasonable discretion of City, Developer has not commenced construction of the Project pursuant to Section VI.O. or Substantially Completed the Project pursuant to Section VI.P, City may notify Developer of such failure.
 2. Repurchase of Parcel or Return of Site Assembly Grant. If after thirty (30) days of mailing of such notice described in Section VI.Q.1., Developer has not cured the default, City may, in its sole discretion, either repurchase the property or require that the Site Assembly Grant to Developer be returned to City as follows:
 - a. If the City determines to repurchase the Property, it is entitled to do so for the price paid for the Property along with pursuing recovery or remedies at law or equity,

including recovery of the Site Assembly Grant paid to Developer and real property taxes due for the period the Property was 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 Property, 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 Parcel as a result or consequence of Developer's ownership or construction efforts thereon.
 - c. If the City determines to not repurchase the Property, Developer, on behalf of its successors and assigns agrees to and shall repay City the Site Assembly Grant paid to Developer, plus interest thereon at the statutory rate from the date the Site Assembly Grant was made to the date repaid. Should Developer fail to do so within 60 days of City's demand therefore, Developer agrees that City may obtain a Judgment against it for the amount of Site Assembly Grant advanced plus said interest.
 - d. Upon either the repurchase of the Property by City or the repayment of the Site Assembly Grant, plus said interest, 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.R. shall be postponed by the period of such delay. This paragraph is intended to be in addition to all other remedies available to the City at law or equity. This paragraph shall not apply to the dates applicable to the Guaranteed Value under Section VI.A. or the Minimum Annual Property Tax Payment under Section VI.B.
- L. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- M. Landscaping. Developer shall be responsible for landscaping on the Subject Property, including trees, shrubs, seeding, or sod related to the improvements.
- N. Utilities.
 - 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.
 - 2. If public infrastructure is necessary to support the Development Project, 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.

3. The railroad, railroad contractor, Developer, and/or related parties shall secure written confirmation or approval that the proposed rail spur off the Wisconsin Central Ltd. line (WD-D0079-17) complies with the Sewer and Drainage Easement requirements of Document No. 1635973, as identified on CSM Vol. 61, Page 349. This approval shall be obtained prior to commencing construction. NEW Water shall be able to access the site to inspect utility work on and/or around their sanitary sewer easement. Developer shall secure written approval or documentation stating the utility reconstruction has met its specification.
- O. Laterals. Developer shall install, or have installed, all sanitary sewer and water laterals on the Subject Property, as well as connections of such laterals to new or existing sewer and water mains.
 - P. Storm water. Developer shall install, or have installed, all storm water drainage systems and facilities on the Subject Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.
 - Q. Erosion. Developer shall be responsible for all erosion control related to construction of all improvements on the Subject Property.
 - R. Costs. Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.
 - S. Assessments Taxes and Fees. Developer shall pay and discharge all taxes, assessments and other governmental charges upon the Project when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Project.
 - T. Notice of Litigation/Disputes. Developer shall promptly furnish to the City written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer.
 - U. Records and Documents. Developer shall deliver to the City revised statements of estimated costs of the construction for the Project showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer. In further, Developer shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement.
 - V. Environmental.
 1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the Project, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City with copies of all

environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City, or any other obligation of Developer to the City regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
 - b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City property.

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

1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
 - b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City.
3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.

5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

X. General Indemnity.

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.
- C. Railroad Spur Approval. Developer shall have received, or City shall have received on Developer's behalf, written confirmation from Wisconsin Central Ltd. and the holder of Document No. 1635973 easement that the proposed rail spur design complies with all easement requirements, or Developer shall have waived this condition in writing.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- A. Good Standing. Developer 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 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. Developer 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. Developer 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 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 Developer receives 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 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 IV.D.; IV.F.; 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 _____, 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: Bliffert DePere Holdings LLC
Attn: Eli Bliffert
1014 E Chambers St.
Milwaukee, WI 53212
e-mail: eli@bliffertlumber.com

With a copy to: Meissner Tierney Fisher & Nichols, S.C.
Attn: Randal J. Brotherhood
111 E Kilbourn Ave., 19th Floor
Milwaukee, WI 53202
e-mail: RJB@MTFN.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.

Bliffert DePere Holdings LLC

By: _____

State of Wisconsin)
): SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2026, by

Notary Public, State of Wisconsin

My commission expires on _____

EXHIBIT A: PROPERTY MAP

EXHIBIT A-1: PROPERTY LEGAL DESCRIPTION

Parcel Number: WD-D0077-XX# (10.XX Acres)

Address: , De Pere, Wisconsin

Legal Description: TBD after CSM

#9032137 v1

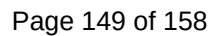


Exhibit C: Description of Project, Final Concept Plan and Site Plan

To Insert most recent concept plans

Exhibit D

[INTENTIONALLY DELETED]

Exhibit E: Subordination, Non-Disturbance and Attornment Agreement

[EXHIBIT REQUIRED — To Be Attached Before Execution]

Exhibit F: Guaranty

[EXHIBIT REQUIRED — To Be Attached Before Execution]

CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, AICP Development Services Director
Date: March 10, 2026

RE: **Consideration and Possible Action on Development Agreement Terms with Bliffert De Pere Holdings LLC, for a Construction Design and Supply Business located approximately 2025 Venture AVE, an approximately 10.25 acre portion of WD-D0077 in the West Business Park***

Summary

In 2025, the Development Services Department met with representatives from Bliffert Lumber. Bliffert recently entered the greater Green Bay market through its merger with Jauquet Lumber (1613 Main Street, Green Bay), a three-generation, locally owned company serving Northeast Wisconsin since 1905. Bliffert Lumber is a sixth-generation construction supply company headquartered in Milwaukee. The company is seeking to expand its regional footprint into De Pere by developing approximately 10 acres of parcel WD-D0077. Their interest in the site is driven largely by its immediate proximity to the rail line.



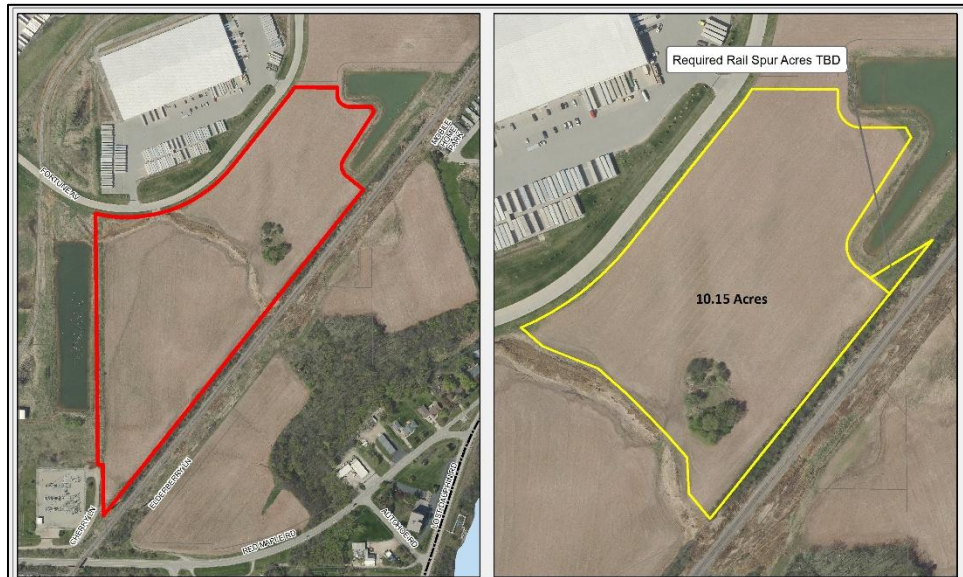
Comparable Bliffert Project in Oak Creek Image Credit The Consortium AE Inc

Proposed Development

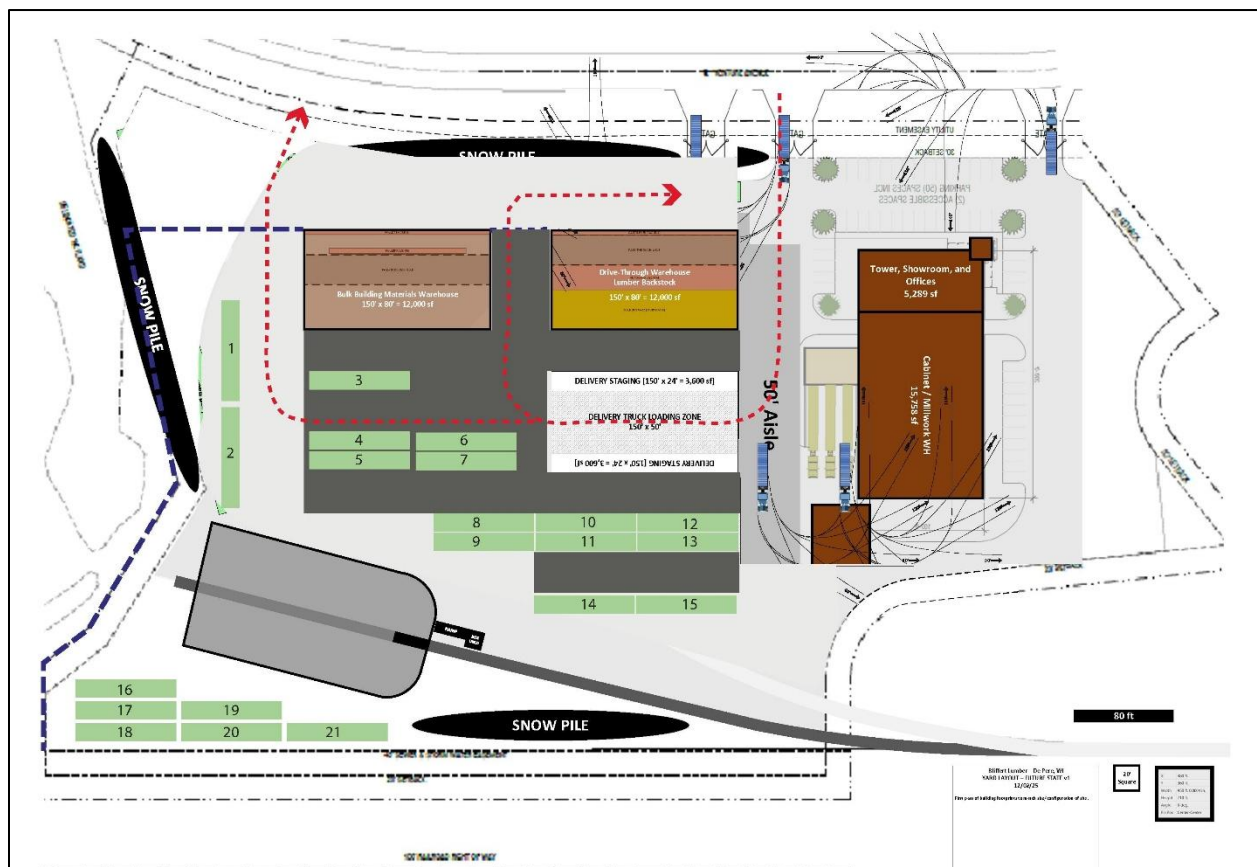
The proposed project would follow the materials, color palettes, and architectural character of Bliffert's existing facilities and would be subject to all zoning code requirements related to materials, setbacks, landscaping, lighting, and other site design standards. Bliffert intends to break ground in 2026 on a construction supply office, a cabinet/millwork warehouse, and additional material warehouses. The attached concept plan illustrates an approximately 5,300-square-foot office, a 15,800-square-foot cabinet and millwork warehouse, and bulk warehouses for building materials and lumber. The project would add new employment opportunities to the region. Bliffert has been working through preliminary site and building plans to ensure the development meets all applicable design, landscaping, lighting, stormwater, and zoning standards. The proposed use is consistent with the permitted uses in the Business Park 2 (BP-2) district. Example site plans and building styles are attached to this memo.

Staff notes that this site has historically been reserved for a rail user or a large manufacturer. The region has very few remaining rail-adjacent, utility-served sites until the Village of Wrightstown, which underscores the Department's selective approach to this parcel. Staff has worked to recruit a larger manufacturer for the site; however, the wetland bisecting the property has deterred potential users who would otherwise need to relocate, fill, and mitigate the drainage wetland that serves the regional stormwater pond at WD-1041-1. As noted later in this memo, the proposed improvement value per acre is slightly below the City's general target. However, the broader regional benefit—adding construction supply and cabinet/millwork capacity to the market—supports overall project affordability and economic competitiveness. The remaining 16 acres of WD-D0077 would remain available for future development.

Site Map



Example Site Plan



Development Site Information Summary:

Developer:	Bliffert De Pere Holdings LLC
Address:	TBD
Parcel IDs:	Portion of WD-D0077
Acres:	10.25 (assumes 0.1 acres for additional rail line access)
Land Value	525,000
Purpose Use:	Construction Design/Lumber Supply/Warehousing/ancillary retail sales/ exterior fenced storage
Future Land Use:	Business Park
Zoning:	Business Park - 2
Proposed Zoning:	Unchanged
Current Total Assessed Value (full value):	\$0
Potential New Building Value (full value):	\$4,100,000
Potential New Increment:	\$4,100,000
Anticipated Annual Tax Payment:	\$59,400 (rounded) <i>\$4,100,000 x 0.01447917 (2025 mill rate)</i>
Assumed Start Date:	Q2 2025
Assumed Full Value Date:	Q1 2027
Anticipated Construction Costs:	\$8,000,000
Requested Incentive – Land:	\$525,000
Requested Incentive – Cash Grant:	\$120,000

Potential City Incentives:

The total value of the request is approximately 15.7% of the guaranteed value and is similar to other development projects in the business parks, most recently Wolter and EDL Packaging.

PROPOSED TERMS**General Information**

Parties:	City of De Pere Bliffert De Pere Holdings LLC (Developer/ Owning Entity)
Purpose Use:	Construction Design/Lumber Supply/Warehousing/ancillary retail sales/ exterior fenced storage
Anticipated Construction Value:	\$8,000,000
Anticipated New Assessed Value (equated):	\$4,100,000
Anticipated New Increment Value:	\$4,100,000
Newly Generated Annual Increment Revenue:	\$59,400 (rounded) <i>\$4,100,000 x 0.01447917 (2025 mill rate)</i>

Developer Specific Obligations — Bliffert De Pere Holdings LLC

1. **Proposed Development:** The Developer shall construct an approximately 45,000-square-foot construction design, lumber supply, and warehousing facility, subject to final site plan approval.
2. **Timelines**
 - a. Secure site plan approvals by July 1, 2026.

- b. Commence construction by August 1, 2026.
 - c. Complete construction by March 1, 2027.
 - d. Establish final assessed value as of January 1, 2028.
3. **Site Plan:** A conceptual site plan shall be included with the development agreement that substantially conforms to the requirements of the zoning code.
 4. **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 \$59,400. The City or the State of Wisconsin 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 development project achieving an Assessed Value equal to the Guaranteed Value for real property tax purposes, which shall be no less than \$4,100,000 by January 1, 2028. However, under no circumstances shall the annual tax value be lower than \$59,400. 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.
 5. **Access Over/Through NEW Water Utility Easement:** The railroad, railroad contractor, Developer, and/or related parties shall secure written confirmation or approval that the proposed rail spur off the Wisconsin Central Ltd. line (WD-D0079-17) complies with the Sewer and Drainage Easement requirements of Document No. 1635973, as identified on CSM Vol. 61, Page 349. This approval shall be obtained prior to site plan approval.
 6. **Summary Expense Report:** The Developer shall submit a summary expense report to the City prior to payment of development incentives.

City Specific Obligations (City of De Pere):

1. **Certified Survey Map (CSM):** The City shall, at its expense, prepare a Certified Survey Map subdividing parcel WD-D0077 for the subject development. The CSM shall include easement language allowing for a potential future rail extension into the southern portion of WD-D0077 to support future development.
2. **Site Access:** The City shall grant the Developer, its architects, engineers, contractors, consultants, and agents reasonable access to the property from time to time for inspection, examination, testing, and planning prior to closing. The City may issue a Revocable Occupancy Permit to authorize such access.
3. **Site Assembly Grant:** The City shall provide the Developer with a Site Assembly Grant in the amount of \$525,000 at the closing of the purchase of the subject property. The Site Assembly Grant shall be issued to Bliffert De Pere Holdings LLC.
4. **Developer Project Cost Reimbursement Grant:** The City shall provide the Developer with a Project Cost Reimbursement Grant ("project grant") in the amount of \$120,000 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. The project grant shall be issued to Bliffert De Pere Holdings LLC.
5. **Sales Commission:** The City shall pay a sales commission of \$26,250 to Robert Flood of Founders 3 Commercial Services, Inc. The commission is calculated as five percent (5%) of the sale value of the property prior to application of the Site Assembly Grant and is subject to adjustment should the total acreage change during the CSM process.

The sale and Development agreement is also subject to other standard and customary requirements as determined by the City Attorney.

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.