Common Council

335 South Broadway

De Pere, WI 54115
http://www.de-pere.org

Regular Meeting

Agenda

Tuesday, September 15, 2015 **7:30 PM** **De Pere City Hall Council Chambers**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **September 15, 2015** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

This meeting can be viewed LIVE on TW Cable Channel 4; AT&T U-verse Channel 99; www.depere.tv. This meeting is also rebroadcast on TV throughout the week and available on demand at www.depere.tv.

Call to order.

1. Roll call.

2. Pledge of allegiance to the Flag.

3. Approval of the Minutes of the September 1, 2015 Common Council Meeting.

4. Public Hearing on the Rezoning of Parcel WD-364-D-501-2 for a major modification to a Precise Implementation Plan.

   A. Notice of Public Hearing.

   B. Recommendation from the Plan Commission.

   C. Ordinance #15-25, Amending Precise Implementation Plan (WD-364-D-501-2).

5. Public comment upon matters not on the agenda or other announcements.

6. Appointment of Kim Flom as Director of Planning and Economic Development by Mayor Walsh.

7. Yearly update by De Pere Beautification Committee.

8. Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for GCS Landing, 1063 N. Broadway Ave., submitted By Voyageur Shell LLC, Agent: Jacob Anderson, 1570 Waterford Ct. Green Bay WI 54313.

9. Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for Riverside Shell Inc, 1010 S. Broadway Ave., submitted By Riverside Shell LLC, Agent: Daniel J. Pamperin, 396 Talus Ct. De Pere WI 54115.

10. Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for De Pere Shell and Car Wash, 841 Main Ave., submitted by De Pere Shell and Car Wash Inc, Agent: Daniel J. Pamperin, 396 Talus Ct. De Pere WI 54115.

11. Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for Scheuring Shell, 1511 Lawrence Dr., submitted by GCS Holdings of De Pere LLC, Agent: Daniel J. Pamperin, 396 Talus Ct. De Pere WI 54115.

12. Recommendation from the License Committee on an Application for a Temporary Premise Description Change for St. Norbert College Inc. on September 18 and October 2, 2015 for the Bush Art Center and the Abbot Pennings Hall of Fine Arts, submitted by St. Norbert College Inc, Agent: Terrie Dubois.
13. Recommendation from the Board of Park Commissioners to approve a $260 donation from De Pere Area Men's Club to the Recreation Scholarship Program.
14. Recommendation from the Finance Committee to Approve Definitely De Pere Request for Bike Rack Installation.
15. Recommendation from the Plan Commission to Approve the Land and Location Proposal for De Pere Fire Station 3.
16. Recommendation from the Finance Committee to approve transfer of funds from Unassigned Reserves to the EOC account for secure video conferencing from the City Hall Situation Room to the Brown County EOC.
17. Ordinance #15-26, Creating §18-3(e) De Pere Municipal Code Regarding Crossing Guards.
18. Resolution #15-99, Authorizing Agreement Extending Option to Purchase Between the City of De Pere and Liska Enterprises, LLC.
19. Resolution #15-100, Authorizing Assignment and Consent to Assignment Between Nicholas Vande Voort, Philip Robertson and the City of De Pere.
20. Resolution #15-101, Authorizing Agreement with Schenck, S.C. (Water Meter Salvage Review).
21. Resolution #15-102, Authorizing Purchase of Parcels ED-2679, ED-2688 and ED-2714 from Brown County.
22. Resolution #15-103, Authorizing Police Department Participation in OWI Task Force.
23. Resolution #15-104, Authorizing Historic Preservation Commission Application for Wisconsin Historical Society Historic Preservation Fund Subgrant.
24. Resolution #15-105, Adopting Amended Operating Plan for City of De Pere Business Improvement District #1. (Business Improvement District #1 2016 Operating Plan).
25. Resolution #15-106, Adopting Amended By-Laws for City of De Pere Business Improvement District #1.
26. Voucher Approval.
27. Operator License Applications.
28. Future Agenda Items.
29. Resolution #15-98, Authorizing Agreement Regarding Redevelopment Between the City of De Pere, the Redevelopment Authority of the City of De Pere and Broadway Investment Partners, LLC (102 North Broadway Street).

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

30. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:
Alderpersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Jill Konopasek , Beautification Committee
Rose Smits, Beautification Committee
Kathy Wochinske, Beautification Committee
Allyson Watson, Definitely De Pere
Jill Baker, Beautification Committee
Tom Gavic
Lance Abts
Kathy Rupiper
Brent Felchlin
Rich Starry
Dan Van Straten
Mau & Associates, LLP
Festival Foods
Dubois, Terrie
Olson, Jill
Pamperin, Daniel
Anderson, Jacob

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Defnet**
SUBJECT:	**Approval of the Minutes of the September 1, 2015 Common Council Meeting.**

ATTACHMENTS:

- 9-01-2015 Common Council Minutes (DOC)

Common Council

335 South Broadway

De Pere, WI 54115
http://www.de-pere.org

Regular Meeting

Draft Minutes

Tuesday, September 1, 2015 **7:30 PM** **De Pere City Hall Council Chambers**

1. Call to order. The Common Council Meeting was called to order on September 1, 2015 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
Kevin Bauer	Alderperson	Present
James Boyd	Alderperson	Present
Scott Crevier	Alderperson	Present
Michael Donovan	Alderperson	Present
Jim Kneiszel	Alderperson	Present
Larry Lueck	Alderperson	Present
Dean Raasch	Alderperson	Present
Lisa Rafferty	Alderperson	Present

2. Pledge of allegiance to the Flag.

3. Approval of the Minutes of the August 18, 2015 Common Council Meeting.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

4. Public comment upon matters not on the agenda or other announcements.

Alderperson Bauer reminded citizens that school is back in session and to use extra caution when driving.
Alderperson Kneiszel announced that he and District 19 County Supervisor Dan Robinson will be holding a listening session for residents on Saturday, September 12th from 8:00 a.m. to 10:00 a.m. at Great Harvest Bread and invited citizens to attend.

5. Presentation from the League of Wisconsin Municipalities Executive Director Jerry Deschane, regarding League activities.

   Jerry Deschane from the League of Wisconsin Municipalities introduced himself to the Council. He provided Council with his background and the League's history and explained many of the services that the League provides to Wisconsin municipalities.

6. Recommendation from the License Committee on an Application for a Temporary Premise Description Change for the Drift Inn on September 19-20, 2015 for the Jerry Parins Cruise for Cancer.

Attachment: 9-01-2015 Common Council Minutes (3929 : Approval of the Minutes of the September 1, 2015 Common Council Meeting.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

7. Recommendation from the Finance/Personnel Committee to approve emergency funding for repair of Riverwalk Scissors Bridge.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Larry Lueck, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

8. Resolution #15-93, Ratifying Trail Connector Easement (Fox River Trail).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

9. Resolution #15-94, Authorizing and Providing for the Sale and Issuance of $8,285,000 General Obligation Promissory Notes, Series 2015A, and All Related Details.

   City Finance Director Joe Zegers and Jerry Budzik of Springsted explained the bid process to the Council; the bid process was very competitive and the City got a very low interest rate. They also reviewed the City's bond rating from Moody's which also factored into the City getting a low interest rate on the bond.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Larry Lueck, Alderperson
SECONDER:	Kevin Bauer, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

10. Resolution #15-95, Approving and Establishing the Boundary and Project Plan Amendment (#2) for Tax Incremental Financing District #8.

    City Administrator Larry Delo explained the existing TID #8 boundaries and explained the proposed addition to the TID to the Council.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

11. Resolution #15-96, Establishing the Boundaries of and Approving the Project Plan for Tax Incremental Financing District #11.

    City Administrator Larry Delo reviewed TID #11 with the Council; he explained that this is the first mixed-use TID proposed by the City. Discussion followed regarding the existing zoning of the TID district and the intended plan for the area as outlined by the City's Comprehensive Plan.

Attachment: 9-01-2015 Common Council Minutes (3929 : Approval of the Minutes of the September 1, 2015 Common Council Meeting.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Bauer, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

12. Resolution #15-97, Establishing the Boundaries of and Approving the Project Plan for Tax Incremental Financing District #12.

City Administrator Larry Delo explained the TID #12 boundaries to the Council; this TID is also a mixed-use District.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

13. Voucher Approval.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

14. Operator License Applications.

CITY OF DE PERE - September 1, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
New Operator License Applications for the 2014-2016 Licensing Period					
1	CARTIER, MICHELLE R.	1005 CORAL ST., #2	DE PERE	WI	54115
2	DEICHER, CRYSTAL C.	2246 IMPERIAL LN.	GREEN BAY	WI	54302
3	HEMMERICH, ALEXIS R.	818 OREGON ST.	GREEN BAY	WI	54303
4	HENSE II, THOMAS F.	512 N. TENTH ST., #27	DE PERE	WI	54115
5	LEWIS, MAUREEN T.	816 MANDALAY TER.	DE PERE	WI	54115
6	PHILLIPS, BRYANT J.	605 DORELLE ST.	KEWAUNEE	WI	54216
7	ROBB, ADAM L.	1641 SMITH ST.	GREEN BAY	WI	54302

Alderperson Bauer moved, seconded by Alderperson Raasch to approve Operator License Applications #1-7. Upon vote, motion carried unanimously.

15. Future Agenda Items.

Alderperson Donovan asked to reconsider the amount the Public Works Department reimburses a citizen whose mailbox is damaged or destroyed by a City truck. Mayor Walsh explained that this request needs to go to the Board of Public Works for approval. Alderperson Lueck requested a report from the Engineering Department on traffic flow improvements near Dickinson School and near Westwood School, West De Pere Middle School, and Our Lady of Lourdes Catholic School.

16. Adjournment. Alderperson Crevier moved, seconded by Alderperson Bauer to adjourn the Common Council Meeting at 8:17 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

Attachment: 9-01-2015 Common Council Minutes (3929 : Approval of the Minutes of the September 1, 2015 Common Council Meeting.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**Planning**
FROM:	**Sarah Wallace**
SUBJECT:	**Ordinance #15-25, Amending Precise Implementation Plan (WD-364-D-501-2).**

The Plan Commission removed the requirement for a Traffic Impact Analysis (TIA) with this building. A traffic analysis will be required for any new building that is part of this Planned Development District.

ATTACHMENTS:

- Ord15-25 (DOCX)
- WD_364_Festival_Foods (PDF)
- Festival Foods 8-14-15 (DOC)
- Tree planting diagram - DNR specs - arial (DOC)
- Ordinance #06-28 (PDF)
- PC_Staff_August24_Festival Foods (PDF)

ORDINANCE #15-25

AMENDING PRECISE IMPLEMENTATION PLAN
(WD-364-D-501-2)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed changes to the Precise Implementation Plan for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 15th day of September, 2015 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, do ordain as follows:

Section 1. That the Precise Implementation Plan for the property located at 1724 Lawrence Drive, legally described as:

> Lot 1 of Volume 51, Certified Survey Maps page 219, being part of Lot 1 of De Pere Business Park.

be and the same is hereby amended to allow for a substantial alteration to the original Planned Development District to allow for a commercial office building thereon, subject to the following conditions:

Public Works:

1. Show site address in title block on each page of the plan.
2. Label adjacent streets and rights of ways on the plan.
3. Parking lot striping will be a minimum of 4" width.
4. Water service is shown as 8" connecting to an 8" private main. Consider an additional valve west of the connection point to better isolate the service to this property. WDNR requires a private main serving multiple customers to have an above ground master meter. WDNR approval for a water main extension may be required.

Attachment: Ord15-25 (3892 : Ordinance #15-25, Festival Foods PIP)

5. Sanitary sewer service to the property is shown as 6" connecting to an 8" private main. Label the sanitary sewer as private. The City sanitary sewer is located along Lawrence Drive.
6. A maintenance agreement should be in place for the private sanitary sewer and private water main that serve multiple properties if this is owned by the same owner as this development. The maintenance agreement needs to include a plan for leak detection surveys and biannual flushing of the water main as well as cleaning and monitoring inflow and infiltration of the private sanitary sewer.
7. Provide documentation that the owner of the sanitary sewer main and water main approves the proposed connections to these pipes.
8. Verify the water main extension to this building does not impact fire flows to existing buildings served by the private water main.
9. Provide a safe water sample for the extended water main to the City of De Pere Water Department before connections are made to the pipe. Request new meters at least 5 business days in advance of needing them installed. Water meters larger than 1" will require one month advance notice.

Fire:

1. Plan reviewed and no fire department concerns noted.

Forestry:

1. All planting, mulching and staking should be in accordance with WDNR recommendations and current proper practices. There are no guidelines that are included on the Landscape Plan. Copies of the proper guidelines are included with this document and additional copies can be obtained from the City Forester. Please be sure to follow these guidelines and/or specifications, as proper procedures are critical for the long-term health of the plants.

2. All plant material and beds should have a follow-up schedule for maintenance and replacement. It is essential that this schedule be established to ensure that the plants are maintained for health and any compromised plants are to be replaced in a timely manner. This maintenance schedule should include provisions to protect plants in the winter, as some of these may be susceptible to animal feeding or damage.

3. A preservation and protection plan for existing vegetation and trees, including City owned trees and shrubs, should be included on plans when applicable.

Health:

1. If there is an employee café and prep kitchen is used for the café, then a health department license is needed along with review of equipment. If the prep kitchen is used only to make and develop products for research and development of foods, a health department license is not required.

Building/Planning:

1. The site plan identifies an area outside of the parcel for the location of the dumpster and additional parking. Staff will need to receive either altered plans to include these within the parcel, or we will need a perpetual easement for access to the area that would contain the dumpster along with the parking area identified.

Attachment: Ord15-25 (3892 : Ordinance #15-25, Festival Foods PIP)

2. The site plan identifies two areas for signage: the Corporate Business Sign, located off of Lawrence Dr. and the Festival Foods sign located off of the private drive. The Corporate Business Sign shall have a minimum of 15 feet setback from Lawrence Dr. Currently it is only identified to have a 10 foot setback. Site Plan will need to be updated.
3. Additional signage information and design of all signage will need to be submitted to City Staff for review and approval. Signage to be in conformance with City's sign regulations.
4. Any proposed future additions should be included as part of this Precise Implementation Plan.
5. Lighting shall not be more than one foot candle at the property line.
6. Upon future development, a Traffic Impact Study is required to be completed.

and as subject to the regulations set forth in and regulated by §14-59, De Pere Municipal Code.

Section 2. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. That all other ordinances in conflict herewith are hereby repealed.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of September, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

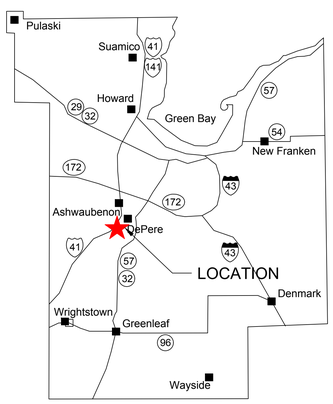
Attachment: Ord15-25 (3892 : Ordinance #15-25, Festival Foods PIP)

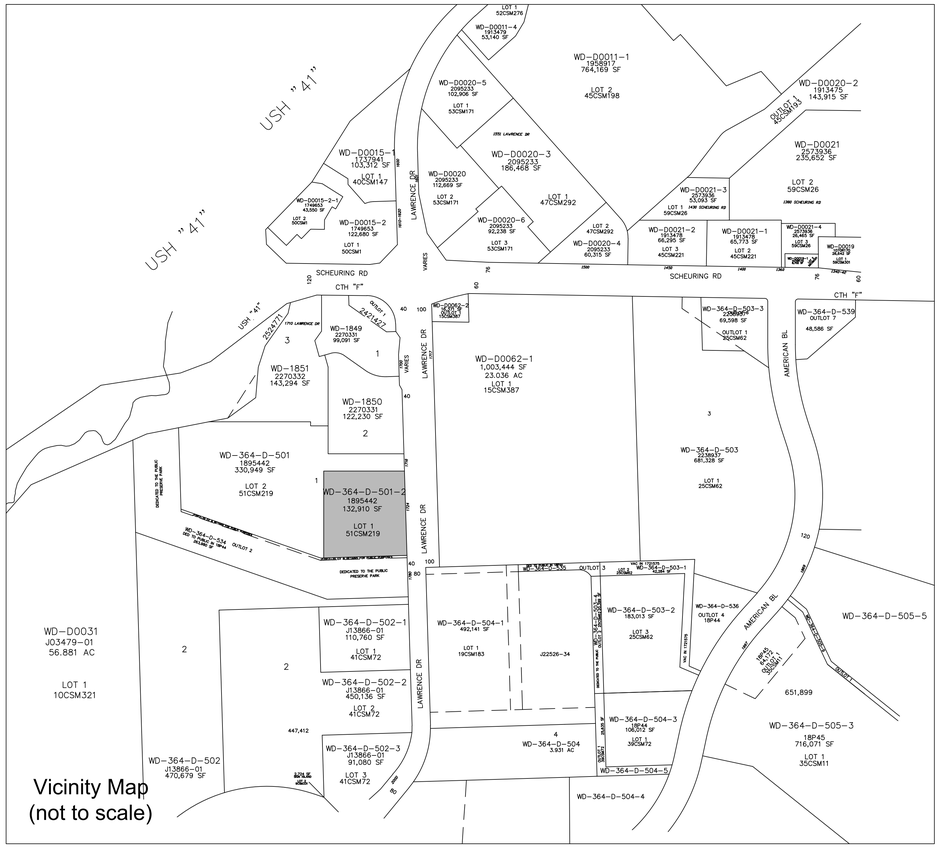
Attachment: WD_364_Festival_Foods (3892 : Ordinance #15-25, Festival Foods PIP)

Festival Foods

New Corporate Office

1724 Lawrence Drive
De Pere, WI





Vicinity Map
(not to scale)

Project Information

Developer:
Commercial Horizons
attn: Jeff Weyers
111 N. Washington St #400
Green Bay, WI 54301
920-434-7800

Project Name:
Festival Foods Corporate Office

Project Description:
New Building and Parking Lot

Project Address:
1724 Lawrence Drive

Contact Information

Architect:
Performa
Contact: Brian Netzel
124 N. Broadway
De Pere, WI 54115
920-336-9929

Engineer:
Mau & Associates, LLP
Contact: Tonya Wagner, P.E.
400 Security Boulevard
Green Bay, WI 54313
(920) 434-9670

Sheet Index:

Renderings

A1.1 First Floor Plan
A1.2 Second Floor Plan

A3.1 Exterior Elevations

C1.1 Existing Site Plan

C2.1 Site Demolition Plan
C2.2 Site Plan
C2.3 Grading and Erosion Control Plan
C2.4 Utility Plan

C3.1 Details

E1.0 Site Electrical Plan

L1.1 Landscape Plan

PARCEL WD-364-D-501-2

STALL COUNT

PROPOSED
154 STANDARD
6 HANDICAP
160 TOTAL

REQUIRED = 1 SP/250 SF OF GFA
= 37,323 SF/ 250
= 150 STALLS

SITE STATISTICS

EXISTING
SITE AREA - 132,910 SF
PERVIOUS 132,910 SF (100.0%)

PROPOSED
SITE AREA - 132,910 SF
BUILDING 21,925 SF (16.4%)
PAVEMENT 62,243 SF (46.8%)
PERVIOUS 48742 SF (36.8%)

FLOOR/AREA RATIO = 0.33

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Performa
ARCHITECTS + ENGINEERS

festival
CORPORATE HEADQUARTERS

Attachment: WD_364_Festival_Foods (3892 : Ordinance #15-25, Festival Foods PIP)

Attachment: WD_364_Festival_Foods (3892 : Ordinance #15-25, Festival Foods PIP)

Attachment: WD_364_Festival_Foods (3892 : Ordinance #15-25, Festival Foods PIP)

FLOOR PLAN SYMBOLS:

(101) = DOOR I.D. SYMBOL - SEE SHEET A2.2

(1) = WINDOW I.D. SYMBOL - SEE SHEET A6.1

FLOOR PLAN NOTES:

1. ALL CMU WALL WIDTHS ARE TO BE 8" - WALL TYPE #1 UNLESS NOTED OTHERWISE. SEE SHEET A2.1 FOR WALL TYPES
2. ROOM FINISH SCHEDULE - SEE SHEET A2.1
3. DOOR AND FRAME SCHEDULE - SEE SHEET A2.2
4. ENLARGED TOILET ROOM - SEE SHEET A8.1
5. FOR FIRE EXTINGUISHER LOCATIONS AND TYPES - SEE SHEET LS1.1
6. CASEWORK AND BATHROOM ELEVATIONS - SEE SHEET A8.1

FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

NO.	DESCRIPTION	BY	DATE

NEW CORPORATE OFFICE FOR:
FESTIVAL FOODS
DEPERE, WISCONSIN

festival foods

Performa ARCHITECTS + ENGINEERS
124 N. BROADWAY, P.O. BOX 5156
DE PERE, WISCONSIN 54115
PHONE: 920-336-9929 FAX: 920-336-2899 www.performainc.com

TITLE: FIRST FLOOR PLAN

DRAWN: PSH	CHK'D: BJN
DATE: MM/DD/YY	
SCALE: 1/8" = 1'-0"	
DRAWING NO.: A1.1	
PROJECT NO.: 15011	REV.:

C:\Revit Temp\15011 Festival Foods - Architectural_2015_paulh.rvt

FLOOR PLAN SYMBOLS:

101 = DOOR I.D. SYMBOL - SEE SHEET A2.2

1 = WINDOW I.D. SYMBOL - SEE SHEET A6.1

FLOOR PLAN NOTES:

1. ALL CMU WALL WIDTHS ARE TO BE 8" - WALL TYPE #1 UNLESS NOTED OTHERWISE. SEE SHEET A2.1 FOR WALL TYPES
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5. FOR FIRE EXTINGUISHER LOCATIONS AND TYPES - SEE SHEET LS1.1
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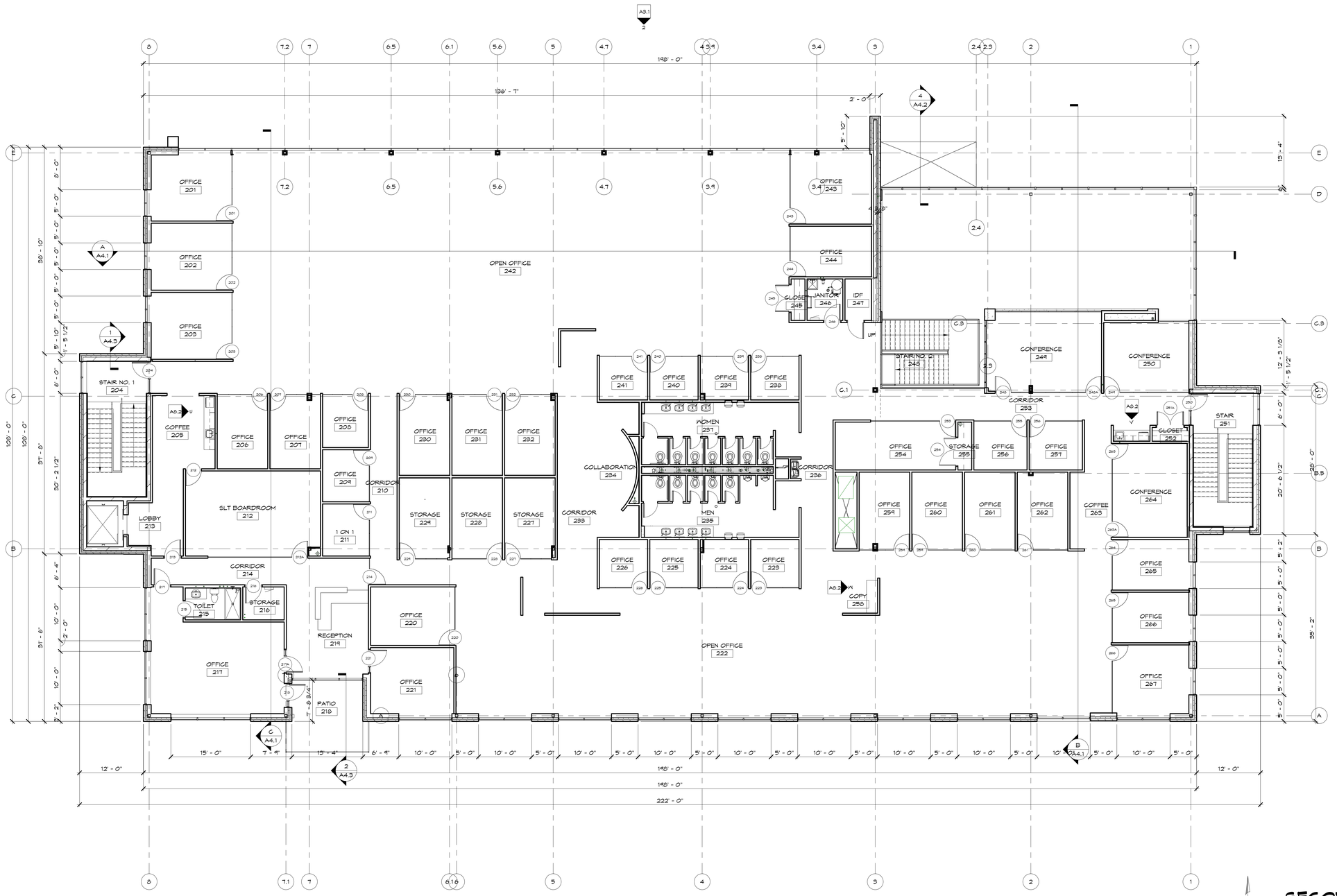

SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

NEW CORPORATE OFFICE FOR:
FESTIVAL FOODS
DEPERE, WISCONSIN

festival foods

Performa ARCHITECTS + ENGINEERS
1374 BROADWAY, P.O. BOX 1134
DE PERE, WISCONSIN 54115
PHONE: 920-336-2800 FAX: 920-336-2899 www.performaarc.com

SECOND FLOOR PLAN

FILE	
DRAWN: FSH	CHK'D: BJN
DATE: MM/DD/YY	
SCALE: 1/8" = 1'-0"	
DRAWING NO. A1.2	
PROJECT NO. 15011	REV.

NO.	DESCRIPTION	BY	DATE

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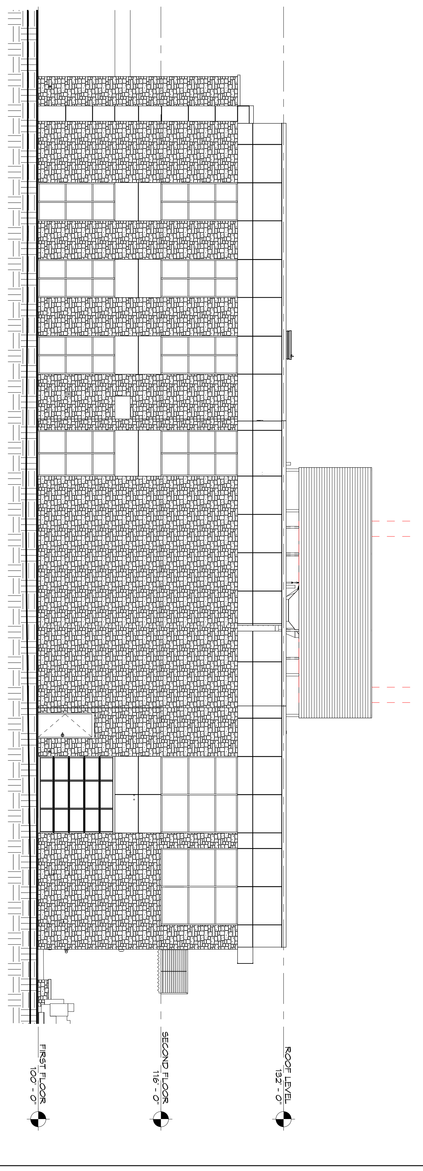
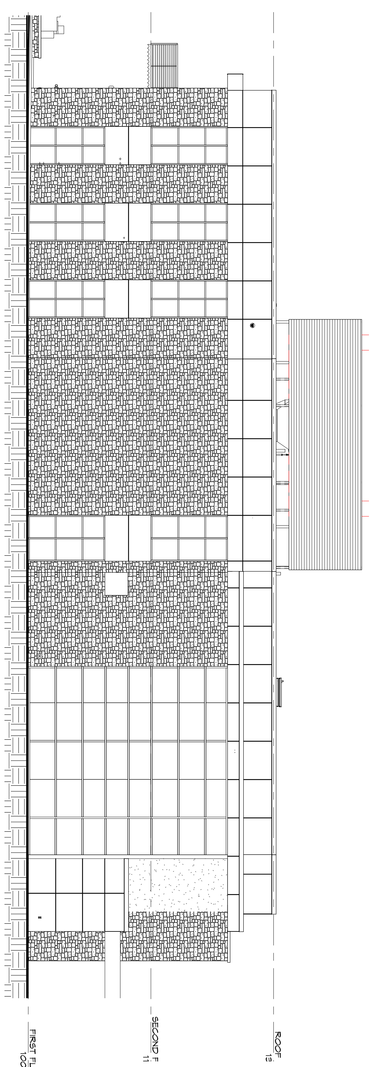
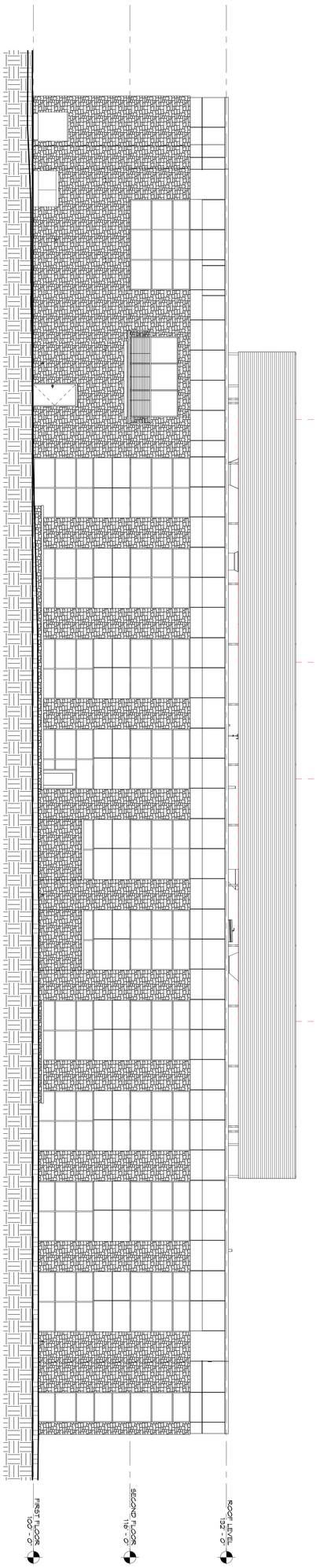


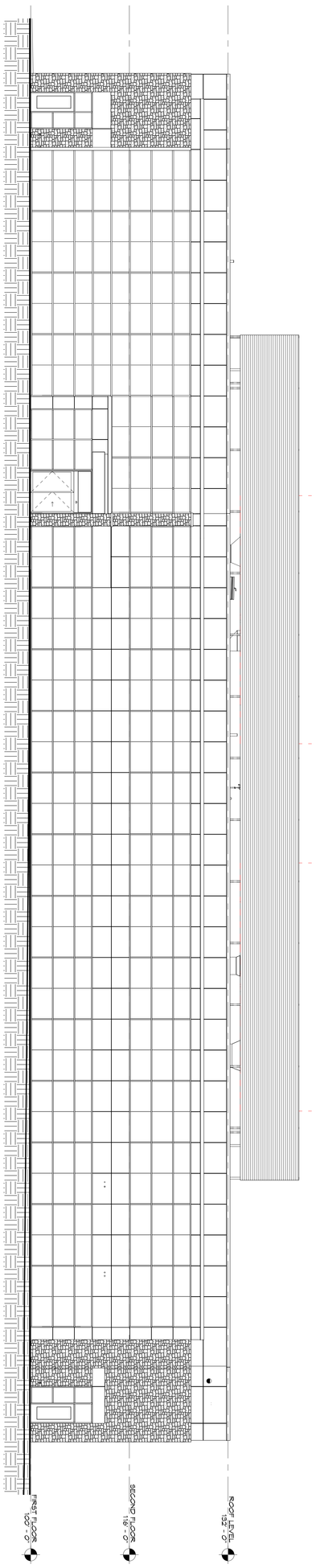
WEST ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



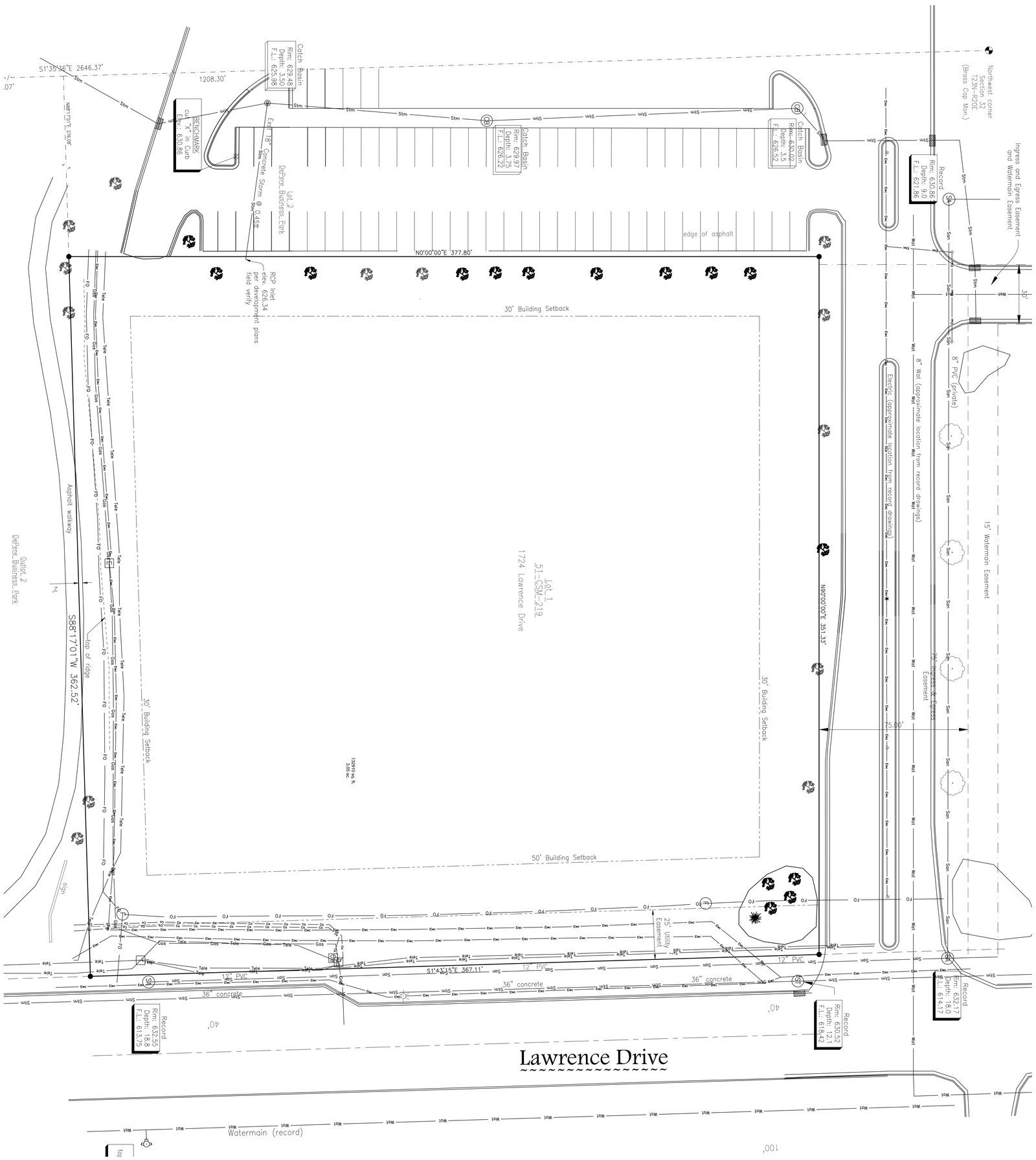
NORTH ELEVATION
SCALE: 1/8" = 1'-0"

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

TITLE: EXTERIOR ELEVATIONS	Performa ARCHITECTS + ENGINEERS 124 N. BROADWAY, P.O. BOX 5156 DE PERE, WISCONSIN 54115 PHONE: 920-336-9929 FAX: 920-336-2899 www.performainc.com	festival foods	NEW CORPORATE OFFICE FOR: FESTIVAL FOODS DEPERE, WISCONSIN	NO. / DESCRIPTION / BY / DATE	

DRAWN: PSH CHKD: BJN
DATE: MM/DD/YY
SCALE: 1/8" = 1'-0"
DRAWING NO: A3.1
PROJECT NO: 15011 REV:

4.C.b



Mau & Associates
CIVIL & WATER RESOURCE ENGINEERING
400 Security Boulevard * Green Bay, Wisconsin 54313
Phone: 920-494-2607 Fax: 920-494-2608 www.mauassociates.com
Project # P-0615 Drawing # C1.0 Date: JUL 2015

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PROJECT NO.	REV.	DRAWING NO.	TITLE			
15011		C1.1	EXISTING SITE PLAN			

SCALE: 1"=20'-0" | DATE: 9.24.24 | DRAWN: TAN | CHKD: TAN

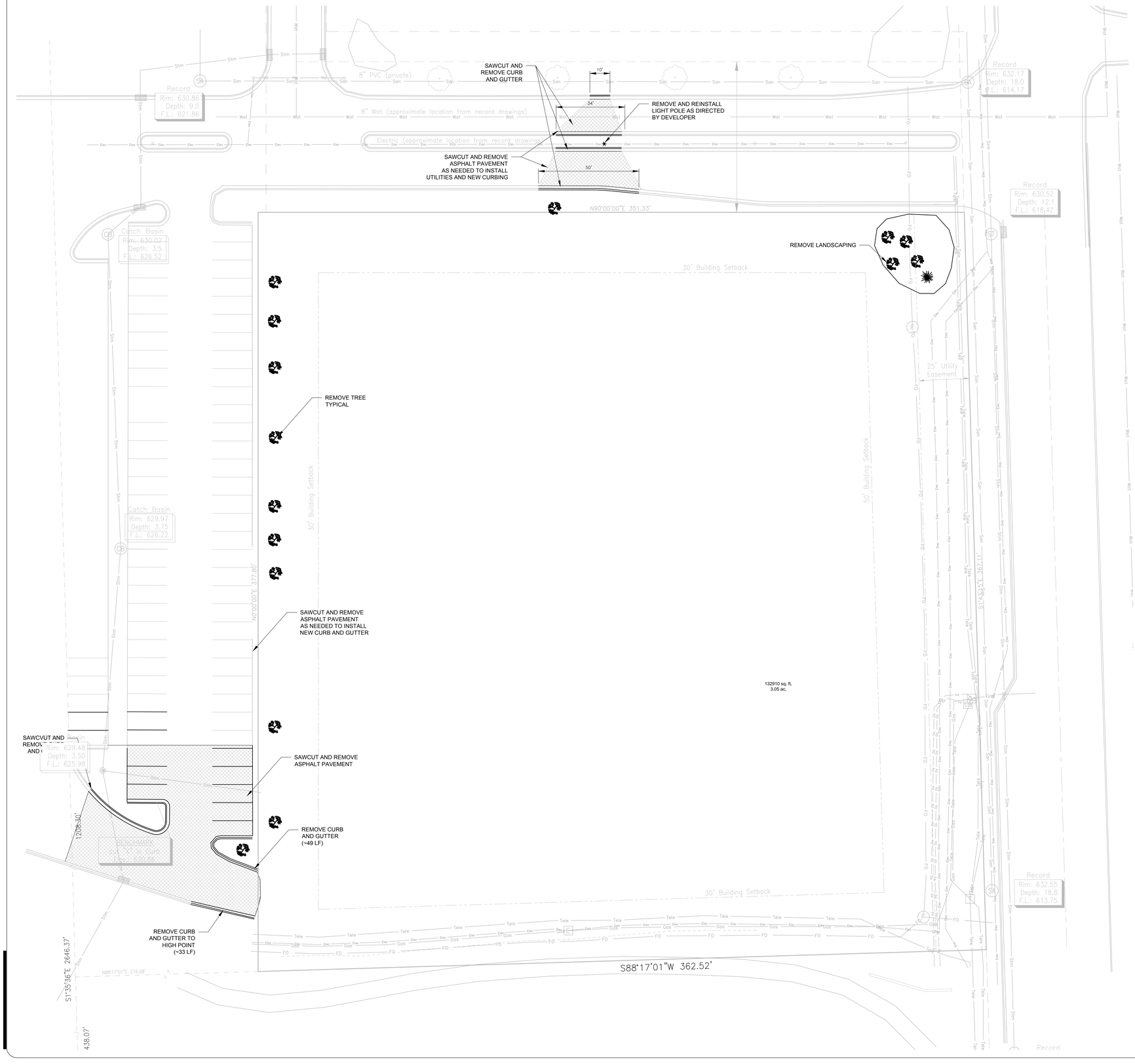
Performa ARCHITECTS + ENGINEERS
124 N. BROADWAY, P.O. BOX 5156
DE PERE, WISCONSIN 54115
PHONE: 920-336-9929 FAX: 920-336-2899 www.performainc.com

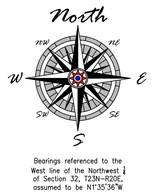
festival foods

NEW CORPORATE OFFICE FOR:
FESTIVAL FOODS
DEPERE, WISCONSIN

NO.	DESCRIPTION	BY	DATE

Attachment: WD_364_Festival_Foods (3892 : Ordinance #15-25, Festival Foods PIP)





Bearings referenced to the West line of the Northwest ¼ of Section 32, T23N-R20E, assumed to be N1°35'36"W

Graphic Scale

0 20 40 60 80 100

SITE DEMOLITION GENERAL NOTES:

1. ALL SITE DEMOLITION AND DISPOSAL DEBRIS SHALL COMPLY WITH THE CONTRACT SPECIFICATIONS AND APPLICABLE LOCAL, STATE, AND FEDERAL STANDARDS AND REGULATIONS. DEBRIS AND FILL MATERIAL EXCAVATED FROM THE SITE SHALL BE HAULED TO AN APPROVED DISPOSAL SITE. CONTRACTOR WILL BE REQUIRED TO PROVIDE PROOF THE PROPOSED DUMP SITE IS PERMITTED.

2. THE CONTRACTOR SHALL VISIT THE SITE TO VERIFY ALL SITE CONDITIONS ILLUSTRATED TO BE DEMOLISHED AND IF THERE ARE PRE-BID QUESTIONS OR PERCEIVED & REAL CONFLICTS REGARDING CONSTRUCTION DOCUMENTS COMPARED TO ACTUAL FIELD CONDITIONS, SAID CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OR OWNER PRIOR TO BIDDING. IF CONFLICTS EXIST APPROPRIATE REVISIONS WILL BE MADE TO THE BIDDING DOCUMENTS VIA AN ADDENDUM.

3. THE CONTRACTOR SHALL NOT INTERRUPT EXISTING UTILITIES SERVICING FACILITIES OCCUPIED AND USED DURING THE DEMOLITION OF SITE IMPROVEMENTS. IF AN UTILITY INTERRUPTION IS REQUIRED,THE CONTRACTOR SHALL COORDINATE THE INTERRUPTION WITH THE OWNER AND PROPER NOTIFICATIONS WILL BE ISSUED TO THOSE AFFECTED. NOTIFICATIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR.

4. THE CONTRACTOR SHALL RESTORE ANY STRUCTURES, UTILITY, PAVEMENT, CURBS, SIDEWALKS, LANDSCAPED AREAS, ETC WITHIN THE LIMITS OF THE SITE OR ADJOINING PROPERTIES DISTURBED OR DAMAGED DURING DEMOLITION ACTIVITIES.

5. AS NEEDED, THE CONTRACTOR SHALL BE RESPONSIBLE TO INSTALL AND MAINTAIN TRAFFIC CONTROL DEVICES FOR PROTECTION OF PEDESTRIANS AND VEHICULAR TRAFFIC. CONTROLS MAY CONSIST OF, NUT NO BE LIMITED TO: FLAGGERS, DRUMS, BARRIERS, SIGNS, LIGHTS, AND FENCING. COST OF TRAFFIC CONTROL SHALL BE BORNE BY THE CONTRACTOR.

6. SITE UTILITIES ILLUSTRATED ON THE CONTRACT DRAWINGS ARE APPROXIMATE AND SHALL NOT BE CONSTRUED AS 100% ACCURATE. THE UTILITIES WERE PLOTTED ON THE DRAWINGS USING DIGGER'S HOTLINE AND PREVIOUS DESIGN PLANS. THE CONTRACTOR SHALL FIELD LOCATE DEPTH AND LOCATION OF ALL UTILITIES LOCATED WITHIN THE LIMITS OF SITE EXCAVATION. CONTRACTOR SHALL PLACE A DIGGER'S HOTLINE CALL PRIOR TO EXCAVATING AND LOCAL UTILITIES SHALL BE MARKED OR CLEARED BY UTILITY COMPANY PRIOR TO EXCAVATING.

7. CONTRACTOR SHALL FULLY EVALUATE CONSTRUCTION MEANS AND MEASURES WHEN DETERMINING THE REMOVAL LIMITS OF THE DEMOLITION ITEMS TO ACCOMMODATE CONSTRUCTION OF ILLUSTRATED AND SPECIFIED IMPROVEMENTS AND SAID WORK SHALL BE FACTORED INTO THE BID.

8. CONTRACTOR SHALL COORDINATE SITE DRAWINGS WITH THE ARCHITECTURAL DRAWINGS WHERE NECESSARY.

9. DURING PRE-BID SITE INVESTIGATION AND DURING CONSTRUCTION IF THERE ARE ISSUES OR QUESTIONS PERTAINING TO THE CONTRACT DRAWINGS RELATED TO SITE WORK IMPROVEMENTS THE FOLLOWING ARE CONTACTS WHO CAN BE CONSULTED WITH TO RESOLVE QUESTIONS OR ISSUES:
TONYA WAGNER, MAU & ASSOCIATES LLP-PROJECT ENGINEER, (920) 434-9670

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Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
400 Security Boulevard * Green Bay, Wisconsin 54313
Phone: 920-434-9670 Fax: 920-434-9672
Project # P-5615 Drawing # O-161 Data File P-5615

NO.	DESCRIPTION	BY	DATE

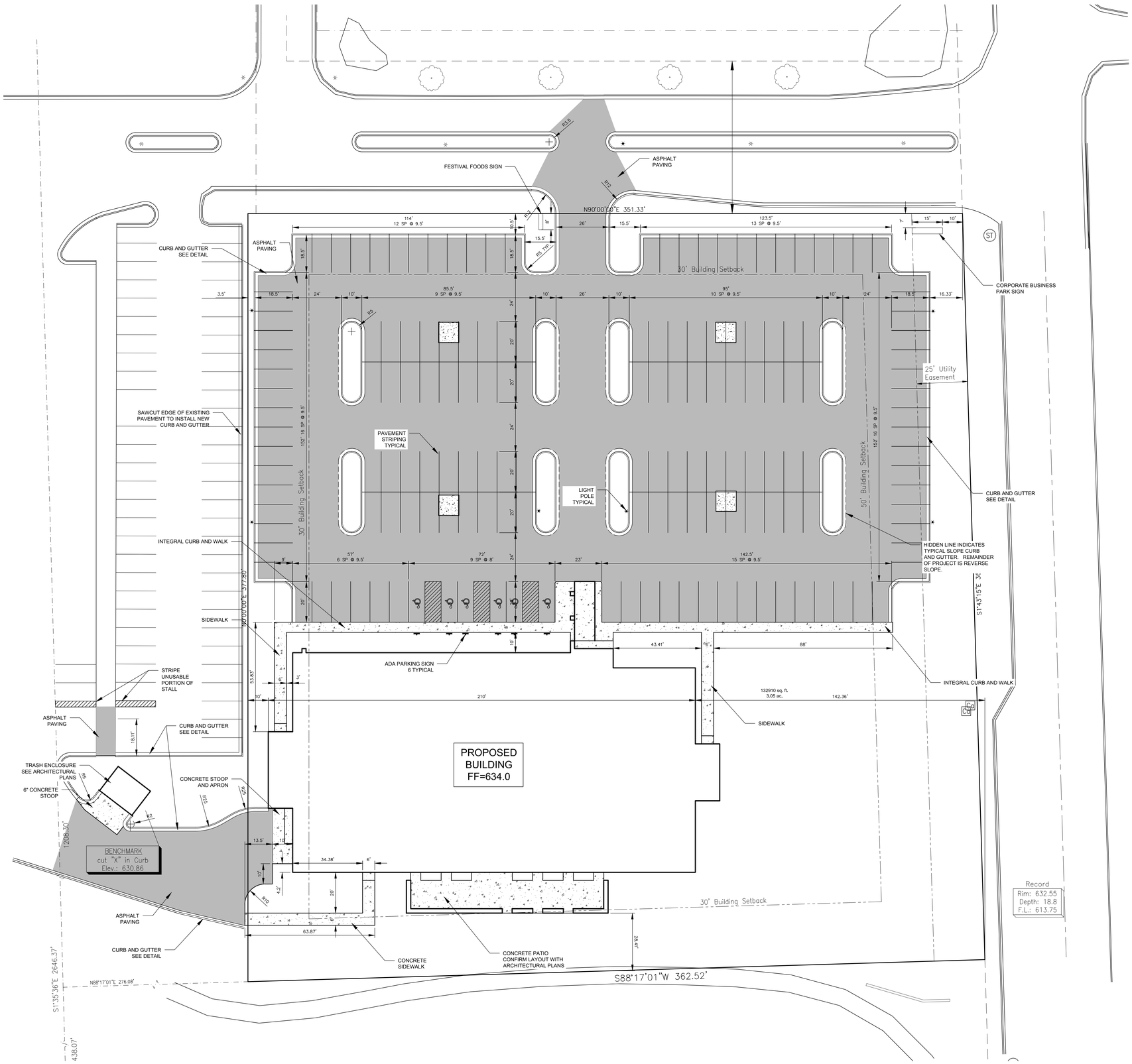
NEW CORPORATE OFFICE FOR:
FESTIVAL FOODS
DEPERE, WISCONSIN

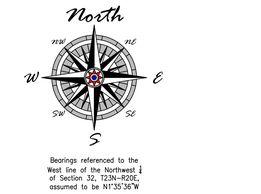
Performa ARCHITECTS + ENGINEERS
116 W. MISSOURI AVE. SUITE 134
DE PERE, WISCONSIN 54115
PHONE: 920-336-9170 FAX: 920-336-9171 www.performaae.com

SITE DEMOLITION PLAN

DRAWN: TAW	CHK'D: TAW
DATE	
SCALE	
DRAWING NO. C2.1	
PROJECT NO. 15011	REV.

Attachment: WD_364_Festival_Foods (3892 : Ordinance #15-25, Festival Foods PIP)





Graphic Scale

0 20 40 60 80 100

SPILL PREVENTION AND EMERGENCY RESPONSE PLAN:

EMERGENCY CONTACTS
MIRON CONSTRUCTION
(920) 336-3400

EMERGENCY RESPONSE CONTACTS
FIRE/PARAMEDICS/POLICE 911
FIRE NON-EMERGENCY LINE (920) 448-3200
COUNTY HEALTH DEPARTMENT (920) 448-6400
DNR SPILL HOTLINE 1-800-943-0003

LOCAL EMERGENCY MEDICAL FACILITY
SAINT VINCENT HOSPITAL
1821 S. WEBSTER AVE
GREEN BAY, WI 54301
(920) 431-3041

SPILL PREVENTION
HAZARDOUS SUBSTANCE MANAGEMENT: ALL HAZARDOUS SUBSTANCES, INCLUDING CHEMICAL WASTES, ARE TO BE MANAGED IN A WAY THAT PREVENTS RELEASE.

RESPONSE ACTIONS IN THE EVENT OF A SPILL OR RELEASE
IMMEDIATELY TAKE THE FOLLOWING MEASURES TO KEEP THE SPILL FROM ENTERING SEWER OR STORM DRAINS, SPREADING OFF SITE, OR AFFECTING HUMAN HEALTH.

STOP, CONTAIN, AND CLEAN UP CHEMICAL SPILL IF:
- THE SPILLED CHEMICAL AND ITS HAZARDOUS PROPERTIES HAVE BEEN IDENTIFIED
- THE SPILL IS SMALL AND EASILY CONTAINED
- RESPONDER IS AWARE OF THE CHEMICALS' HAZARDOUS PROPERTIES

IF SPILL OR RELEASE CANNOT BE CONTROLLED OR INJURIES HAVE OCCURRED DUE TO THE RELEASE THE FOLLOWING PROCEDURES SHOULD BE IMPLEMENTED:
- SUMMON HELP OR ALERT OTHERS OF THE RELEASE
- EVACUATE IMMEDIATE AREA, PROVIDE CARE TO INJURED, CALL 911
- IF POTENTIAL FOR FIRE OR EXPLOSION - CALL 911
- RESPOND DEFENSIVELY TO ANY UNCONTROLLED SPILLS
  - USE PROTECTIVE EQUIPMENT
  - ATTEMPT TO STOP SOURCE OF RELEASE (IF SAFE TO DO SO)
  - PROTECT DRAINS BY USE OF ABSORBENT, BOOMS OR DRAIN COVERS (IF SAFE TO DO SO)
- NOTIFY ONSITE EMERGENCY CONTACT(S)
- COORDINATE RESPONSE ACTIVITIES WITH LOCAL EMERGENCY PERSONNEL
- BE PREPARED TO PROVIDE MSDS INFORMATION TO EMERGENCY PERSONNEL
- NOTIFY APPROPRIATE AGENCY IF RELEASE HAS ENTERED THE ENVIRONMENT.

GENERAL NOTES:

1. ALL CLEARING, GRADING, GRAVELING, PAVING, AND RESTORATION SHALL BE DONE IN ACCORDANCE WITH THE WISCONSIN DOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION.

2. A COPY OF THE EROSION CONTROL PLAN SHALL BE KEPT ON SITE AT ALL TIMES.

3. EROSION CONTROL METHODS SHALL BE IMPLEMENTED, AS DIRECTED BY THE ENGINEER, PRIOR TO AND DURING CONSTRUCTION, TO CONTROL WATER POLLUTION, EROSION, AND SILTATION. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE WIDNR TECHNICAL STANDARDS.

4. CONTRACTOR IS RESPONSIBLE FOR CONTACTING DIGGERS HOTLINE FOR THE LOCATION OF THE UTILITIES.

5. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL STUMPS.

6. EXCESS TOPSOIL SHALL BE STOCKPILED ON THE SITE WITH THE PROPER EROSION CONTROL AT A LOCATION ACCEPTABLE TO THE OWNER.

7. CONTRACTOR SHALL DISPOSE OF ALL WASTE AND EXCESS MATERIAL AT AN APPROVED LOCATION.

8. CONTRACTOR SHALL PROTECT ALL PROPERTY IRONS. A LICENSED LAND SURVEYOR, AT THE CONTRACTORS EXPENSE, SHALL REPLACE ANY PROPERTY IRONS REMOVED DURING CONSTRUCTION.

SEQUENCE OF CONSTRUCTION

A. INSTALL TRACKING PADS AND SILT FENCE AS SOON AS PRACTICABLE. PERFORM STREET SWEEPING AS NEEDED.

B. CONTACT THE CITY OF DE PERE, WDNR, AND BROWN COUNTY TO NOTIFY THEM THAT SITE GRADING IS TO BEGIN AND INITIAL EROSION CONTROLS ARE INSTALLED.

C. REMOVE ITEMS AS NOTED ON THE SITE DEMOLITION PLAN WHILE MAINTAINING AS NEEDED UTILITY CONNECTIONS.

D. EXCAVATE BUILDING FOUNDATION AS SHOWN ON THE PLAN AND ON DETAIL SHEETS. SALVAGE SUITABLE MATERIAL FOR FILL MATERIAL. DISPOSE OF NON-SUITABLE SOILS AT OFF-SITE LOCATION.

E. COMPLETE UTILITY CONSTRUCTION. INSTALL INLET PROTECTION.

F. BEGIN SIDEWALK AND PAVEMENT BASE COURSE INSTALLATION. BEGIN ROUGH GRADING OF LANDSCAPE AREAS.

G. PERFORM STREET SWEEPING AND TEMPORARY MULCHING / SEEDING AS NEEDED AND REQUIRED.

H. COMPLETE BASE COURSE GRADING, CURB AND GUTTER, SIDEWALK AND PAVEMENT CONSTRUCTION.

I. COMPLETE FINE GRADING AND LANDSCAPING. PERMANENTLY STABILIZE EACH AREA OF THE CONSTRUCTION SITE WITH TOPSOIL, SEED, FERTILIZE AND MULCH AS SOON AS PRACTICABLE AFTER FINAL GRADING.

O. REMOVE AND DISPOSE OF EROSION AND SEDIMENT CONTROL MEASURES WITHIN 30 DAYS OF FINAL SITE STABILIZATION (I.E. SILT FENCE,, INLET PROTECTION, ETC.). VEGETATION SHALL ACHIEVE 70% GROWTH TO BE CONSIDERED STABILIZED.

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
400 Security Boulevard * Green Bay, Wisconsin 54313
Phone: 920-434-9670 Fax: 920-434-9672
Project # P-5615 Drawing # O-161 Data File P-5615

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

NO.	DESCRIPTION	BY	DATE

NEW CORPORATE OFFICE FOR:
FESTIVAL FOODS
DEPERE, WISCONSIN

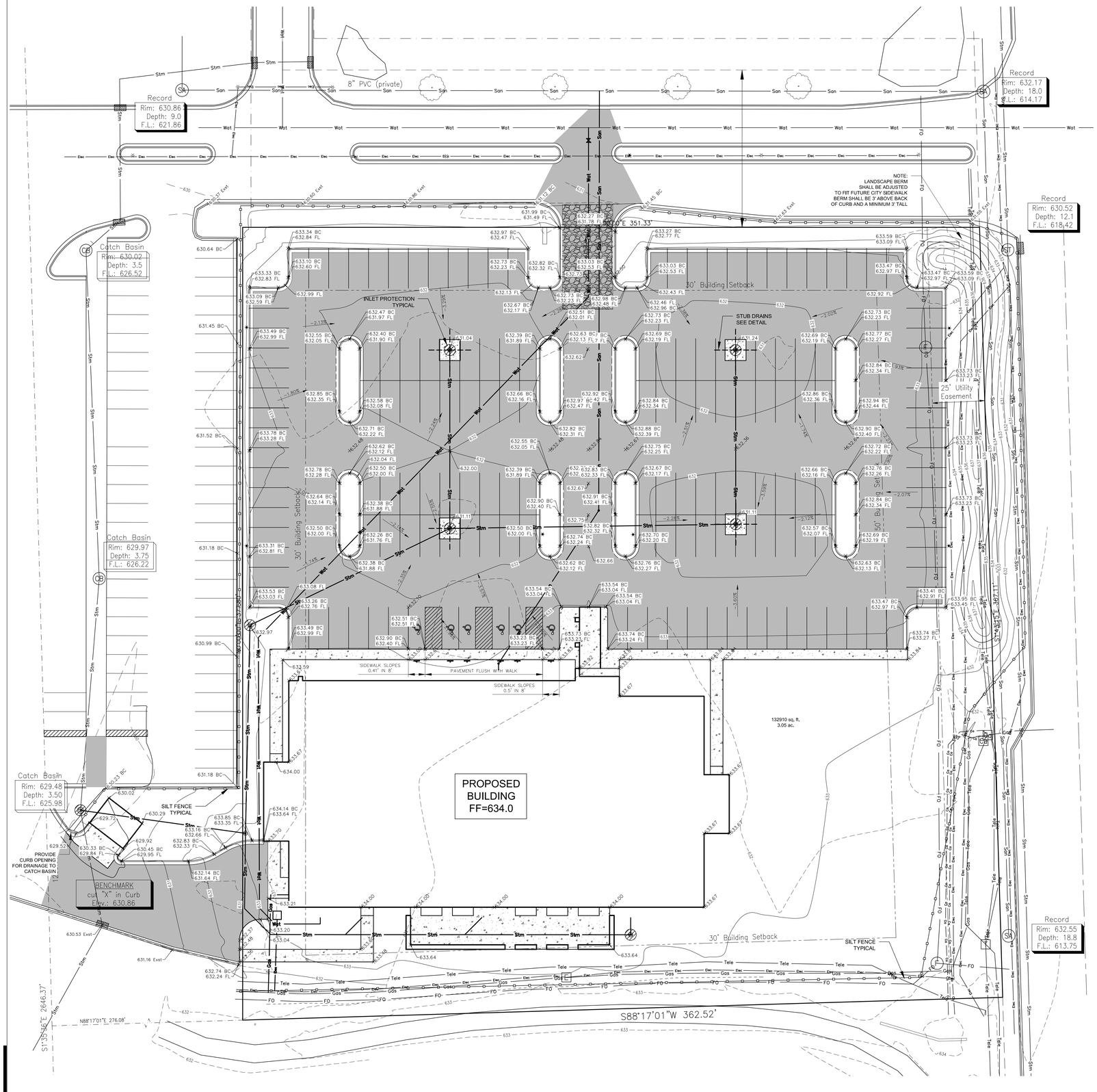
festival foods

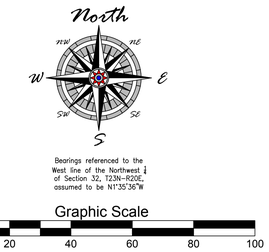
Performa ARCHITECTS + ENGINEERS
116 W. MISSOURI, STE. 1, 54126
DE PERE, WISCONSIN 54115
PHONE: 920-336-9170 FAX: 920-336-9171 www.performaae.com

SITE PLAN

DRAWN: TAW	CHK'D: TAW
DATE	
SCALE	
DRAWING NO. C2.2	
PROJECT NO. 15011	REV.

Attachment: WD_364_Festival_Foods (3892 : Ordinance #15-25, Festival Foods PIP)





CONSTRUCTION SITE EROSION CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES. ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS AND IF NO STANDARD EXISTS THE WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK (CURRENT EDITION) SHALL BE REFERENCED. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE PRIOR TO DISTURBING THE SITE. CONTRACTORS SHALL MINIMIZE THE DURATION AND SIZE OF DISTURBED AREAS TO THE MAXIMUM EXTENT PRACTICABLE. EROSION AND SEDIMENT CONTROL PRACTICES PROPOSED FOR THIS PROJECT ARE DESCRIBED AS FOLLOWS:

SEDIMENT TRACKING FROM CONSTRUCTION SITE:

- STONE TRACKING PAD(S) - TECHNICAL STANDARD 1057
  STONE TRACKING PADS WILL BE INSTALLED AT ENTRANCES SHOWN ON THE SITE. TRACKING PADS SHALL BE IN PLACE PRIOR TO LAND DISTURBING ACTIVITIES.
  WASH WATER FROM VEHICLE AND WHEEL WASHING SHALL BE TREATED BEFORE ENTERING WATERS OF THE STATE.
- STREET SWEEPING/CLEANING
  SEDIMENT TRACKED FROM THE CONSTRUCTION SITE SHALL BE CLEANED UP AT THE END OF EACH WORK DAY UNLESS THE SEDIMENT PRESENTS A HAZARD. SEDIMENT PRESENTING A HAZARD MUST BE CLEANED UP IMMEDIATELY.

SEDIMENT CARRIED OFF-SITE BY OVERLAND FLOW OR RUNOFF:

- SILT FENCE - TECHNICAL STANDARD 1056
  SILT FENCE WILL BE INSTALLED DOWN-SLOPE OF ALL DISTURBED AREAS OF THE SITE. THE FENCE SHALL BE INSTALLED ALONG THE CONTOURS AND BE IN-PLACE PRIOR TO LAND DISTURBING ACTIVITIES.
- SEEDING - TECHNICAL STANDARD 1059; MULCHING - TECHNICAL STANDARD 1058
  DISTURBED AREAS OF THE SITE SHALL BE SEEDED AND MULCHED AS SOON AS THEY ARE BROUGHT TO FINISHED GRADE. IN ADDITION, ANY STOCK PILES IN PLACE FOR 7 DAYS OR MORE SHALL BE SEEDED AND MULCHED.
- NON-CHANNEL EROSION MAT - TECHNICAL STANDARD 1052
  EROSION CONTROL MAT SHALL BE PLACED AS SHOWN ON THE PLANS, AND/OR AS DETERMINED IN THE FIELD, TO PROTECT THE DISTURBED SLOPES FROM EROSION. NON-CHANNEL EROSION MAT SHALL BE INSTALLED AS SOON AS THE SLOPE HAS BEEN BROUGHT TO FINISHED GRADE.
- CONSTRUCTION SITE DIVERSION - TECHNICAL STANDARD 1066
  WHERE POSSIBLE, THE SITE WILL BE GRADED SUCH THE RUNOFF FROM UNDISTURBED AREAS IS ROUTED AROUND DISTURBED AREAS OF THE SITE.

SEDIMENT CARRIED OFF-SITE BY DEWATERING OPERATIONS:

- DEWATERING - TECHNICAL STANDARD 1061
  DEWATERING IS NOT ANTICIPATED FOR THIS PROJECT. IF IT IS REQUIRED, DEWATERING SHALL BE IN ACCORDANCE WITH THE DEWATERING TECHNICAL STANDARD. ANY NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO DEWATERING OPERATIONS TAKE PLACE.

SEDIMENT ENTERING STORM DRAIN INLETS:

- STORM DRAIN INLET PROTECTION - TECHNICAL STANDARD 1060
  ALL INLETS, PROPOSED AND EXISTING, ACCEPTING RUNOFF FROM DISTURBED AREAS OF THE SITE SHALL HAVE INLET PROTECTION INSTALLED PRIOR TO LAND DISTURBING ACTIVITY WITHIN THE AREA DISCHARGING TO THE INLET.

SEDIMENT BEING CARRIED OFF-SITE BY WIND:

- DUST CONTROL - TECHNICAL STANDARD 1068
  WHEN REQUIRED, DUST CONTROL MEASURES SHALL BE EMPLOYED TO PREVENT DUST FROM BLOWING OFF-SITE.

INSPECTION AND MAINTENANCE

THE CONTRACTOR IS RESPONSIBLE FOR INSPECTION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS UNTIL THE CONSTRUCTION SITE IS PERMANENTLY STABILIZED WITH A DENSE GRASS COVER. THE CONTRACTOR SHALL INSPECT EROSION AND SEDIMENT CONTROLS WEEKLY AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. THE CONTRACTOR SHALL INSPECT EROSION AND SEDIMENT CONTROLS FOR STRUCTURAL DAMAGE, SEDIMENT ACCUMULATION, OR ANY OTHER UNDESIRABLE CONDITION. THE CONTRACTOR SHALL REPAIR DAMAGED STRUCTURES PRIOR TO THE END OF EACH WORKING DAY. SEDIMENT SHALL BE REMOVED FROM THE STRUCTURE WHEN THE DEPTH OF SEDIMENT HAS ACCUMULATED TO ONE HALF THE HEIGHT OF THE DEVICE OR AS REQUIRED BY THE APPLICABLE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD (CURRENT EDITION).

THE CONTRACTOR SHALL SUMMARIZE WEEKLY INSPECTION AND MAINTENANCE ACTIVITIES ON A WEEKLY INSPECTION REPORT.

THE WEEKLY INSPECTION REPORT SHALL INCLUDE THE FOLLOWING MINIMUM INFORMATION:
NAME OF INDIVIDUAL PERFORMING INSPECTION;
DATE, TIME, AND PLACE OF INSPECTION;
A DESCRIPTION OF THE CONSTRUCTION PHASE;
A DESCRIPTION OF EROSION AND SEDIMENT CONTROL INSTALLATIONS;
A DESCRIPTION OF EROSION AND SEDIMENT CONTROL MAINTENANCE ACTIVITIES;
AND AN ASSESSMENT OF EROSION AND SEDIMENT CONTROL CONDITIONS.

THE CONTRACTOR SHALL PROMPTLY FURNISH THE ORIGINAL WEEKLY INSPECTION REPORTS TO THE OWNER, OWNER'S REPRESENTATIVE, OR WISCONSIN DEPARTMENT OF NATURAL RESOURCES WHEN REQUESTED. THE CONTRACTOR SHALL KEEP A COPY OF THE APPROVED EROSION & SEDIMENT CONTROL PLAN, PERMITS, AND WEEKLY INSPECTION REPORTS ON-SITE AT ALL TIMES.

ALL WASTE FROM THE CONSTRUCTION SITE SHALL BE PROPERLY DISPOSED OF AND NOT BE ALLOWED TO ENTER THE STORM SEWER SYSTEM, DRAINAGE SYSTEM, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS LOCATED WITHIN THE CONSTRUCTION SITE, INCLUDING THE REGIONAL DETENTION POND TO THE SOUTH.

BC = BACK OF CURB
FL = FLOW LINE OF CURB

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
400 Security Boulevard * Green Bay, Wisconsin 54313
Phone: 920-434-0670 Fax: 920-434-0672
Project # P-8615 Drawing # O-162 Data File P-8615

NO.	DESCRIPTION	BY	DATE

NEW CORPORATE OFFICE FOR:
FESTIVAL FOODS
DEPERE, WISCONSIN

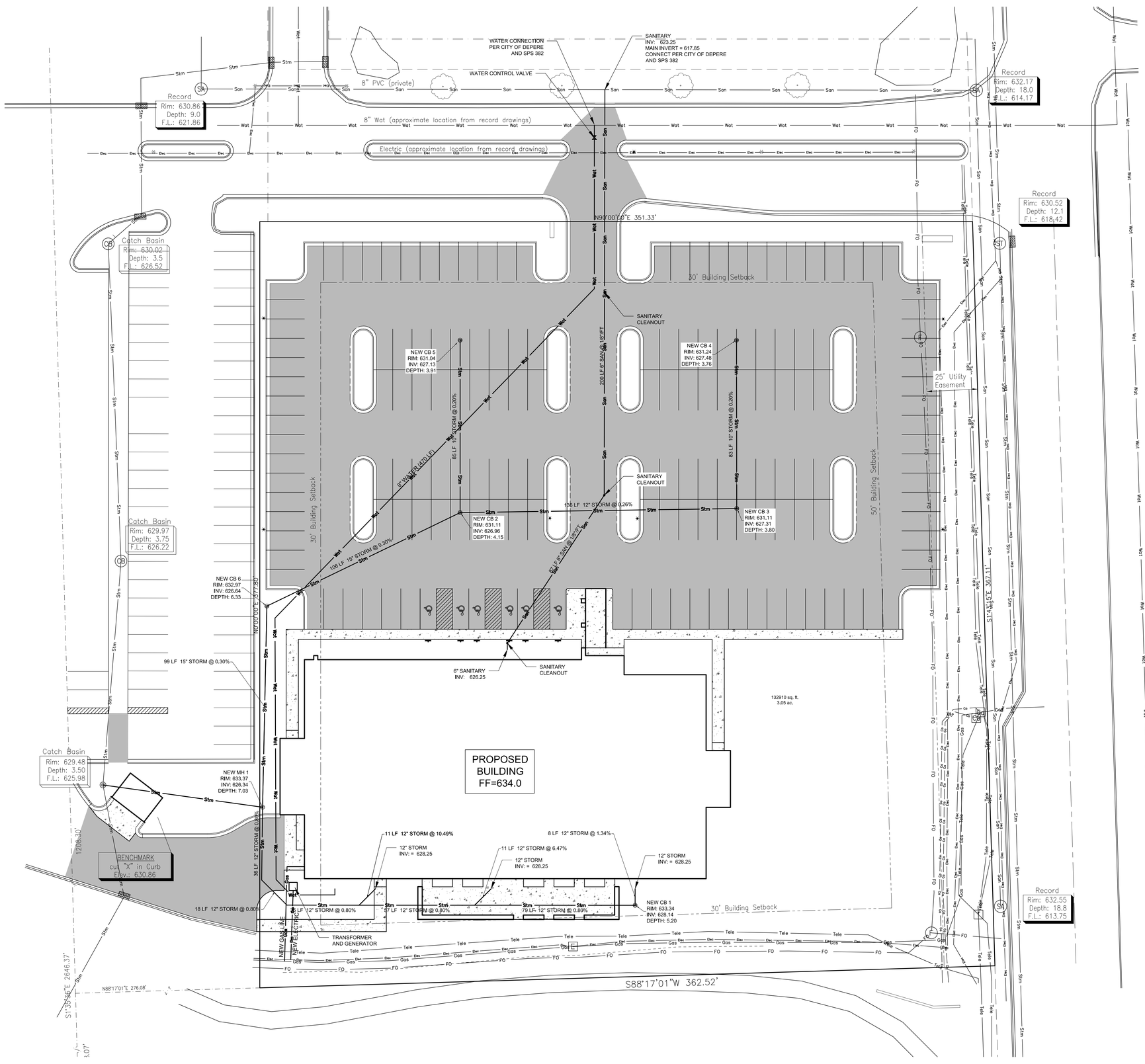
festival foods

Performa ARCHITECTS + ENGINEERS
104 N. BROADWAY, P.O. BOX 3136
DE PERE, WISCONSIN 54115
PHONE: 920.336.7500 FAX: 920.336.2897 www.performaae.com

GRADING AND
EROSION
CONTROL PLAN

DRAWN: TAA	CHK'D: TAA
DATE:	
SCALE:	
DRAWING NO: C2.3	
PROJECT NO.: 15011	REV.:

Attachment: WD_364_Festival_Foods (3892 : Ordinance #15-25, Festival Foods PIP)



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NEW CORPORATE OFFICE FOR:
FESTIVAL FOODS
DEPERE, WISCONSIN

festival foods

Performa ARCHITECTS + ENGINEERS
115 N. BROADWAY, P.O. BOX 3154
DE PERE, WISCONSIN 54115
PHONE: 920-336-9370 FAX: 920-336-9371 www.performaea.com

UTILITY PLAN

NO.	DESCRIPTION	BY	DATE

REV.

DRAWN: TAA CHK'D: TAA

DATE

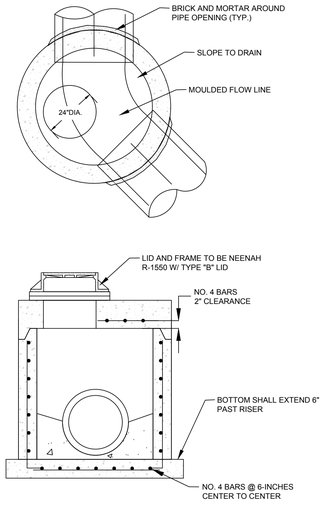
SCALE

DRAWING NO. C2.4

PROJECT NO. 15011 REV.

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
400 Security Boulevard * Green Bay, Wisconsin 54313
Phone: 920-434-9670 Fax: 920-434-9672
Project # P-8615 Drawing # O-162 Data File P-8615

Attachment: WD .364 - Festival Foods (3892 : Ordinance #15-25, Festival Foods PIP)



NOTE:

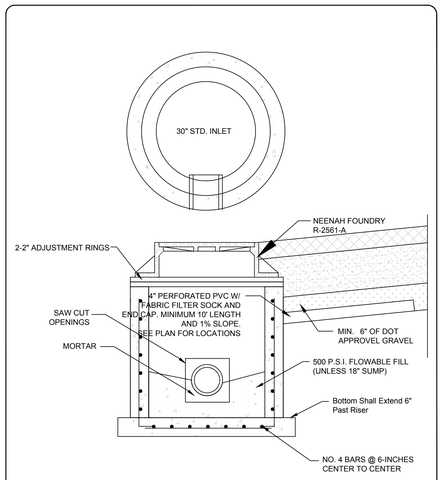
1.) STANDARD REINFORCED CONCRETE MANHOLES SHALL MEET ASTM C-478

2.) STEPS SHALL BE 12-INCHES WIDE AND PROJECT FROM THE WALL BETWEEN 5-INCHES AND 7-INCHES.

3.) PRECAST STRUCTURES BY AMERICAN CONCRETE PIPE OR EQUAL.

STORM MANHOLE

N.T.S.



NOTES:

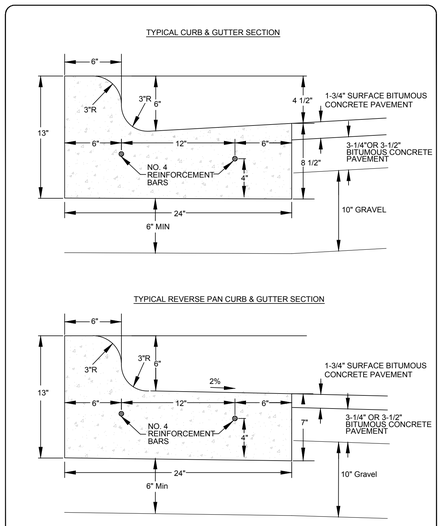
1) INLETS SHALL MEET ASTM C-478 STANDARD FOR REINFORCED CONCRETE INLETS.

2) CATCH BASIN BARREL TO MEET ASTM C-76-3 STANDARD SPECIFICATION FOR REINFORCED CONCRETE CULVERT, STORM DRAIN, AND SEWER PIPE.

3) CATCH BASINS SHALL BE AMERICAN CONCRETE PIPE PRECAST CATCH BASIN OR EQUAL.

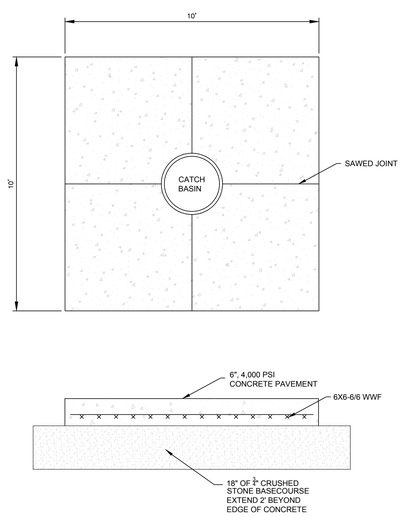
STANDARD CATCH BASIN

N.T.S.



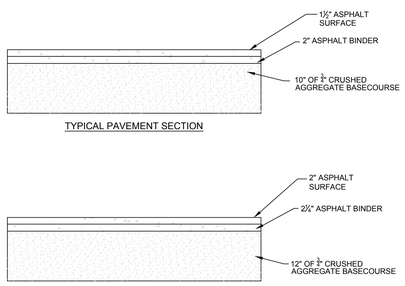
CURB & GUTTER DETAIL

N.T.S.



CATCH BASIN PAD

N.T.S.



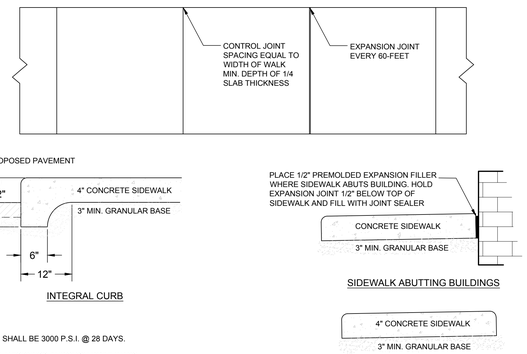
NOTES:

1) ASPHALT PAVEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH WISDOT FDM.

2) ASPHALT SHALL BE E-0.3 SUPERPAVE FOR TYPICAL SECTION AND E-1.0 SUPERPAVE FOR REINFORCED PAVEMENT SECTION.

PAVEMENT SECTIONS

N.T.S.



NOTES:

1) CONCRETE SHALL BE 3000 P.S.I. @ 28 DAYS.

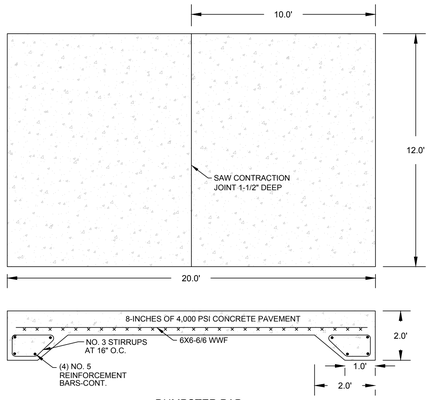
2) MIN. 6-INCH THICKNESS THROUGH DRIVEWAYS.

3) EDGE SIDEWALK WITH 3/8" RADIUS EDGING TOOL.

4) ROUND EDGES AT EXPANSION JOINTS TO 3/8" RADIUS.

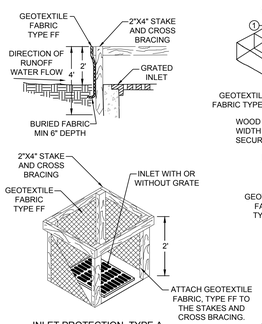
SIDEWALK

N.T.S.

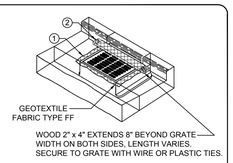


DUMPSTER PAD

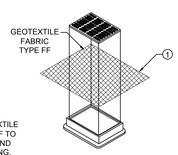
N.T.S.



INLET PROTECTION, TYPE A



INLET PROTECTION, TYPE C



INLET PROTECTION, TYPE B
(WITHOUT CURB BOX)
(CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)

GENERAL NOTES

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

1.) FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

2.) FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.

3.) FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

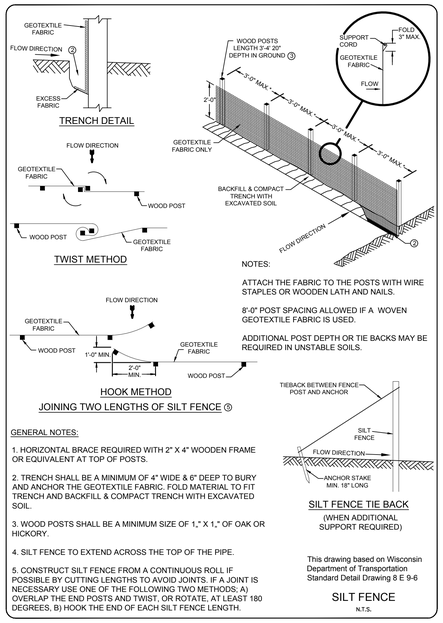
INSTALLATION NOTES TYPE B & C

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE. THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

This drawing based on Wisconsin Department of Transportation Standard Detail Drawing 8 E 10-2.

INLET PROTECTION
TYPES A, B, & C

N.T.S.



NOTES:

ATTACH THE FABRIC TO THE POSTS WITH WIRE STAPLES OR WOODEN LATH AND NAILS.

8'-0" POST SPACING ALLOWED IF A WOVEN GEOTEXTILE FABRIC IS USED.

ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS.

GENERAL NOTES:

1. HORIZONTAL BRACE REQUIRED WITH 2" X 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.

2. TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.

3. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1„" X 1„" OF OAK OR HICKORY.

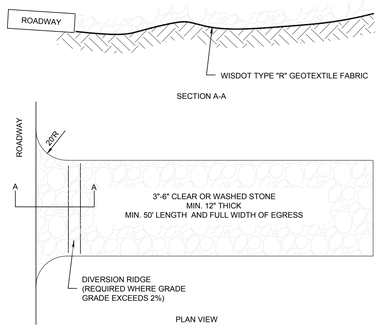
4. SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.

5. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS; A) OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES, B) HOOK THE END OF EACH SILT FENCE LENGTH.

This drawing based on Wisconsin Department of Transportation Standard Detail Drawing 8 E 9-6

SILT FENCE

N.T.S.



NOTES:

1. SURFACE WATER MUST BE DIVERTED AROUND OR UNDER THE TRACKING PAD. TO DIVERT SURFACE WATER UNDER THE TRACKING PAD, INSTALL CULVERT WITH A MINIMUM 18" COVER.

2. ROCKS LODGED IN TIRES MUST BE REMOVED PRIOR TO LEAVING THE SITE.

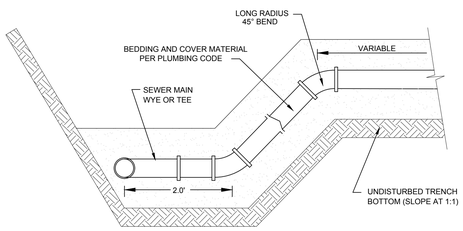
3. TRACKING PADS SHALL BE INSTALLED AND MAINTAINED AT ALL EGRESS POINTS FROM THE SITE.

4. SEDIMENT TRACKED ONTO A ROAD SHALL BE REMOVED BY THE END OF THE WORKING DAY. IF THE TRACKED SEDIMENT PRESENTS A HAZARD IT SHALL BE REMOVED IMMEDIATELY.

5. TRACKING PADS SHALL BE MAINTAINED BY SCRAPING OR TOP-DRESSING WITH ADDITIONAL AGGREGATE. A MINIMUM 12" PAD SHALL BE MAINTAINED.

STONE TRACKING PAD

N.T.S.



STANDARD RISER FOR SERVICE CONNECTION

N.T.S.

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

NO.	DESCRIPTION	BY	DATE

NEW CORPORATE OFFICE FOR:
FESTIVAL FOODS
DEPERE, WISCONSIN

festival foods

Performa ARCHITECTS + ENGINEERS
1510 ENGLISH ST. P.O. BOX 3126
DE PERE, WISCONSIN 54115
PHONE: (920) 336-9770 FAX: (920) 336-2879 www.performaeng.com

DETAILS

BID

DRAWN: TAK CHKD: TAK

DATE

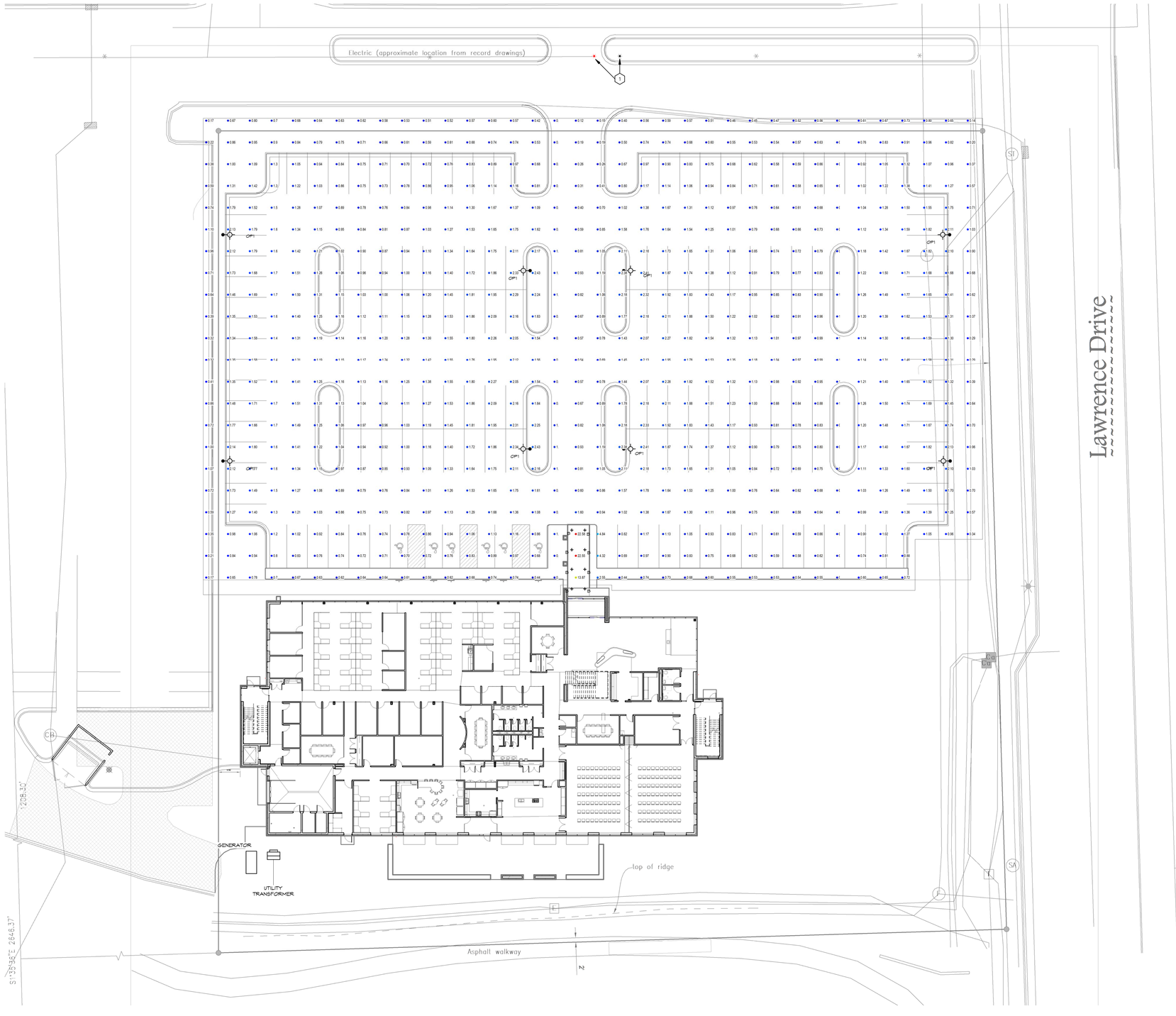
SCALE

DRAWING NO. C3.1

PROJECT NO. 15011 REV.

SITE ELECTRICAL PLAN NOTES:

1. RELOCATE EXISTING LIGHT POLE AND BASE TO NEW LOCATION AS SHOWN. SEE SITE DEMOLITION AND NEW CONSTRUCTION DRAWINGS. EXTEND EXISTING CONDUIT AND CONDUCTORS TO NEW POLE LOCATION AND REGONNECT POLE LIGHTS DOWN THE LINE.



LIGHTING FIXTURE SCHEDULE									
TYPE	MOUNTING	DESCRIPTION	VOLTAGE	BALLAST /FIX	LAMP	WATTAGE	MANUFACTURER	CATALOG NUMBER	NOTES
OP1	POLE	LED POLE LIGHT, SINGLE-HEAD, TYPE 3, 17300 LUMENS	MVOLT	-----	LED	216	LITHONIA	KAD LED 60C 1000 40K R3 MVOLT	

KAD LED
LED Area Luminai

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

SITE ELECTRICAL PLAN
SCALE: 1" = 20'-0"

NO.	DESCRIPTION	BY	DATE

NEW CORPORATE OFFICE FOR:
FESTIVAL FOODS
DEPERE, WI

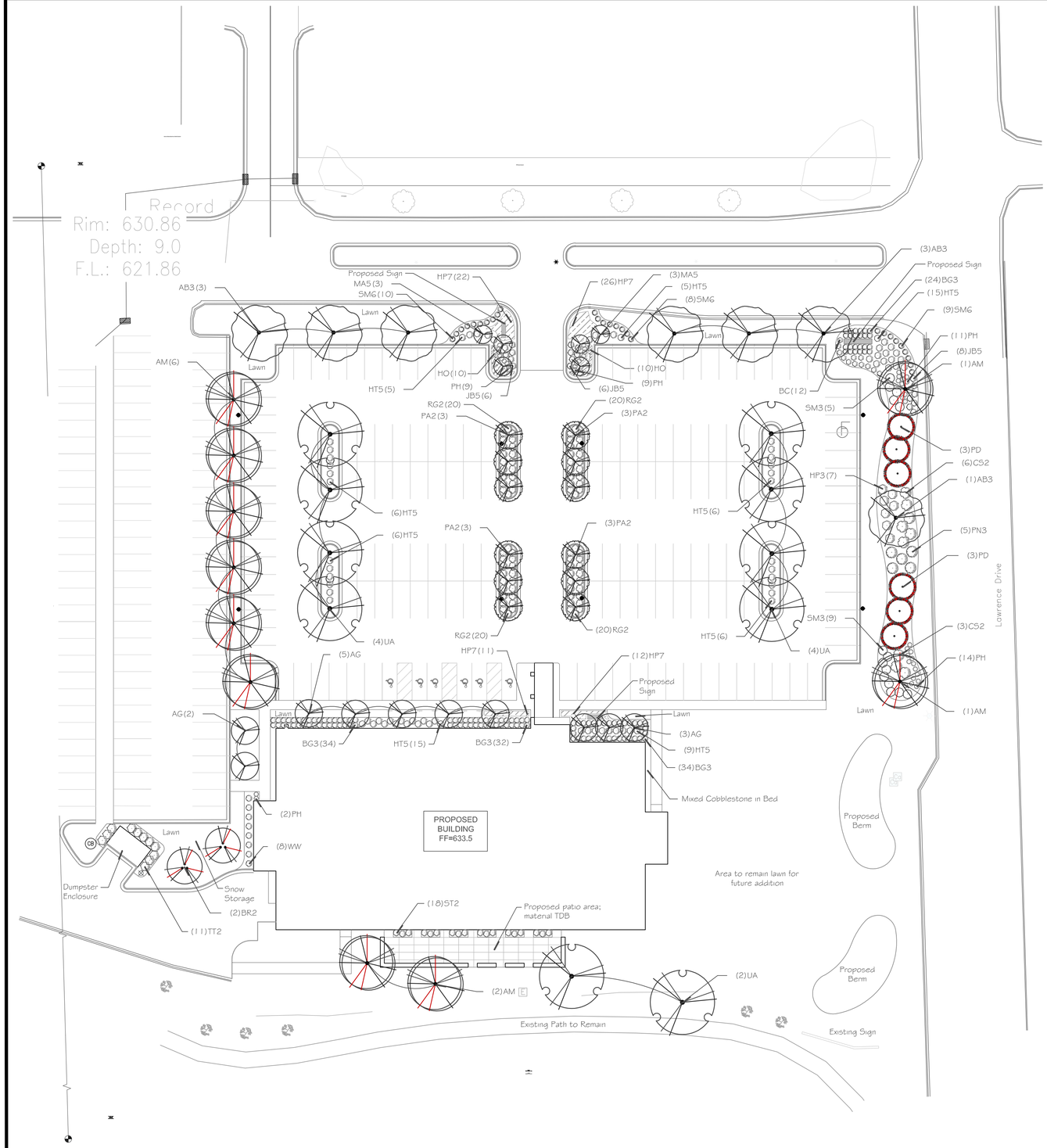
festival FOODS

Performa ARCHITECTS + ENGINEERS
124 N. BROADWAY, P.O. BOX 1306
DE PERE, WISCONSIN 54115
PHONE: 920-336-2800 FAX: 920-336-2899 www.performainc.com

SITE ELECTRICAL PLAN

DRAWN: MPM	CHK'D: MPM
DATE: 08/04/15	
SCALE: As indicated	
DRAWING NO.: E1.0	
PROJECT NO.: 15011	REV.

Attachment: WD_364_Festival_Foods (3892 : Ordinance #15-25, Festival Foods PIP)



PLANT SCHEDULE

TREES	COMMON NAME	BOTANICAL NAME	SIZE	QTY
AB3	Matador Maple	Acer freemanii 'Ballston'	2" b&b	7
AM	State Street Maple	Acer miyabei 'Morton' TM	2" b&b	10
AG	Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	1.75" b&b	10
BR2	Renaissance Reflection Paper Birch	Betula papyrifera 'Renci' TM	6-7' b&b	2
MA5	Adirondak Crabapple	Malus x 'Adirondak'	1.75" b&b	6
PD	Black Hills Spruce	Picea glauca 'Densata'	6-7' b&b	6
PA2	Autumn Blaze Pear	Pyrus calleryana 'Autumn Blaze'	2" b&b	8
UA	Accolade Elm	Ulmus x 'Accolade'	2"b&b	10
SHRUBS	**COMMON NAME**	**BOTANICAL NAME**	**SIZE**	**QTY**
BC	Concord Barberry	Berberis thunbergii 'Concorde'	3 gal	12
BG3	Green Velvet Boxwood	Buxus x 'Green Velvet'	24" b&b	124
CS2	Cardinal Red Twig Dogwood	Cornus sericea 'Cardinal'	5 gal	9
HP3	Pinky Winky Hydrangea	Hydrangea paniculata 'Pinky Winky'	5 gal	7
HT5	Tickled Pink Hydrangea	Hydrangea paniculata 'Tickled Pink'	5 gal	73
JB5	Broadmoor Juniper	Juniperus sabina 'Broadmoor'	5 gal	20
PN3	Summer Wine Ninebark	Physocarpus opulifolius 'Summer Wine'	5 gal	5
RG2	Gro-Low Fragrant Sumac	Rhus aromatica 'Gro-Low'	5 gal	80
ST2	Tor Birchleaf Spirea	Spiraea betulifolia 'Tor'	3 gal	18
SM6	Magic Carpet Spirea	Spiraea japonica 'Magic Carpet'	3 gal	27
SM3	Miss Kim Lilac	Syringa patula 'Miss Kim'	5 gal	14
TT2	Techny Arborvitae	Thuja occidentalis 'Techny'	5-6' b&b	11
WW	Wine n' Roses Weigela	Weigela florida 'Wine TM'	5 gal	8
GRASSES	**COMMON NAME**	**BOTANICAL NAME**	**SIZE**	**QTY**
PH	Heavy Metal Switch Grass	Panicum virgatum 'Heavy Metal'	1 gal	45
PERENNIALS	**COMMON NAME**	**BOTANICAL NAME**	**SIZE**	**QTY**
HO	Stella de Oro Daylily	Hemerocallis x 'Stella de Oro'	1 gal	20
HP7	Palace Purple Coral Bells	Heuchera micrantha 'Palace Purple'	1 gal	71

NOTES:
-All planting beds to have mixed cobble decorative stone, weed fabric, and commercial grade Cobra edging unless otherwise noted
-All trees to be staked
-Lawn areas between front of building and sidewalk to be sod; remaining lawn areas to be seed
-East berm to be 3' at highest point and tapered to meet existing grade
-Planting beds around building to have irrigation

0 30 60 90 feet
1" = 30'

Schmalz
Custom Landscaping and Garden Center

LANDSCAPE ARCHITECTURE
DEVELOPMENT
CONSTRUCTION

AWARD WINNING DESIGN AND INSTALLATION

W2484 CTY RD KK
APPLETON, WI 54915-9464
PHONE 920-733-8223
FAX 920-733-3262
WWW.SCHMALZLANDSCAPING.COM

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Written dimensions on this plan shall have precedence over scaled dimensions.

DO NOT SCALE
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NORTH

Festival Foods - Corporate Office
1724 Lawrence Dr
De Pere, WI 54115

DATE: 8/4/2015
REVISED:
PHONE NO.
EMAIL:
SCALE: 1" = 30'-0"
DRAWN BY: Dan V.
SHEET TITLE: Landscape Plan
SHEET NO. L-1
JOB #
FILE NO.

City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-8362
Fax: 920-339-4071

Don Melichar
City Forester
dmelichar@mail.de-pere.org
www.de-pere.org

FESTIVAL FOODS
Site Plan Requirements And Recommendations
City Forester – Don Melichar
August 14, 2015

Requirements

1. All planting, mulching and staking should be in accordance with WDNR recommendations and current proper practices. There are no guidelines that are included on the Landscape Plan. Copies of the proper guidelines are included with this document and additional copies can be obtained from the City Forester. Please be sure to follow these guidelines and/or specifications, as proper procedures are critical for the long-term health of the plants.

2. All plant material and beds should have a follow-up schedule for maintenance and replacement. It is essential that this schedule be established to ensure that the plants are maintained for health and any compromised plants are to be replaced in a timely manner. This maintenance schedule should include provisions to protect plants in the winter, as some of these may be susceptible to animal feeding or damage.

3. A preservation and protection plan for existing vegetation and trees, including City owned trees and shrubs, should be included on plans when applicable.

Recommendations

1. It appears the plantings will perform well in our environment.

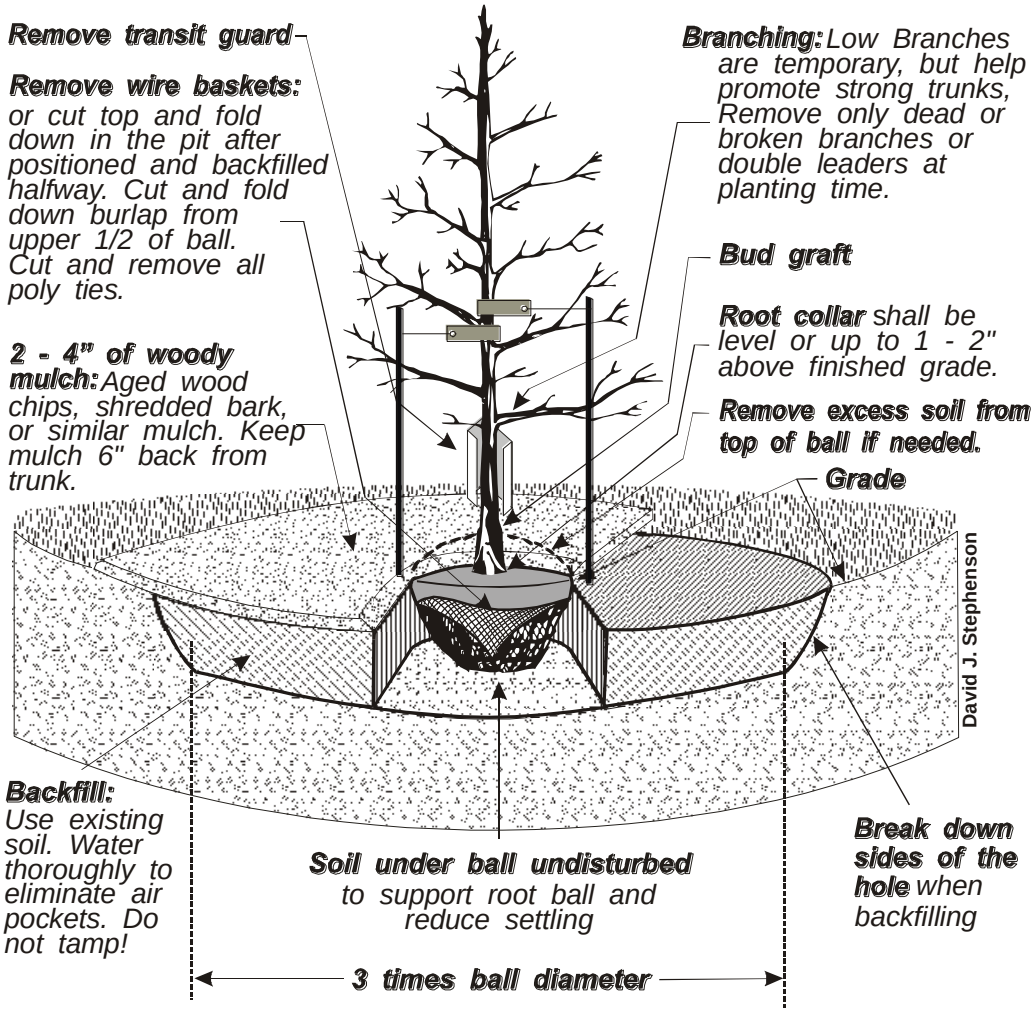
If you should have any questions, comments or concerns regarding any of these requirements or recommendations, please contact me.

Sincerely,

Don Melichar
De Pere City Forester

Attachment: Festival Foods 8-14-15 (3892 : Ordinance #15-25, Festival Foods PIP)

Proper Tree Planting Diagram



Stake only if you have to. Use 2-3"-wide webbing straps and secure to stakes with heavy gauge wire. The wire should be able to stick straight out from the stake and hold the webbing strap up, preventing it from sliding down the tree. Do not stake tightly - trees gain strength from movement. Remove all stakes after one year.

Use of tree wrap is not recommended, as it causes a number of problems for the tree.

Wisconsin Dept. Of Natural Resources - Oct. 2000

Attachment: Tree planting diagram - DNR specs - arial (3892 : Ordinance #15-25, Festival Foods PIP)

ORDINANCE #06-28

REZONING CERTAIN PROPERTY
(PARCELS WD-364-D-501-1, WD-D-0038-1 and WD-364-D-501)

WHEREAS, the Common Council of the City of De Pere, having reviewed the application regarding the proposed change in zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 5th day of September, 2006 at 7:30 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, do ordain as follows:

Section 1. That the following described property located at the southwest corner of Lawrence Drive and Scheuring Road, further described as follows:

> Lot 1 of 34 CSM 112, being part of the Northwest ¼ of the North West ¼, section 32, Township 23 North Range 20 East and being a part of Lot 1, Plat of De Pere Business Park (approx. 5 acres)(WD-364-D-501-1)
> And
> Part of the North West ¼ of the Northwest ¼, Section 32, Township 23, Range 20 East Commencing at the Northwest corner of the easterly 303 Feet, Southwesterly 924 feet to W/L North Feet to the beginning, excepting Highway and excepting 34 CSM 112 (approx. 741 acres)(WD-D0038-1)
> And
> Lot 1, Plat of De Pere Business Park excepting that strip described in J12912-35 and excepting 34CSM112 (approx 13.672 acres) (Parcel WD-364-D-501).

be and the same is hereby rezoned from its present zoning classification of I-3, General Industrial District to Planned Development District (PDD) as set forth in, and regulated by, the provisions of the De Pere Zoning Code, such rezoning shall be conditioned upon all recommendations of the Plan Commission and conditioned on compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. That all other ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of September, 2006.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Vicki Scray, Deputy Clerk-Treasurer

Ayes:_____

Nays:_____

CITY PLAN COMMISSION

July 24, 2006
De Pere, Wisconsin

A meeting of the City Plan Commission was held at 7:00 p.m. today in the Council Chambers of the De Pere City Hall.

Alderman Daanen called the meeting to order.

Members present: Citizen Members Tom Walsh, Rebecca Afshar and James Kalny, and Alderpersons Jerome Daanen and Kathy Van Vonderen, and Mayor Walsh.

Members excused: Citizen Member Derek Beiderwieden

Also present: Planning Director William Patzke, and members of the public.

ITEM #1 Minutes of the June 26, 2006 regular meeting of the Plan Commission.

A motion was made by Tom Walsh to approve the minutes of the June 26, 2006 meeting as presented. Motion seconded by Afshar. Motion carried.

ITEM #2 Review of a request to rezone Parcels WD-364-D-501-1, WD-D0038-1, and WD-364-D-501, located on the southwest corner of Lawrence Drive/Scheuring Road, from C-EO, Corporate –Executive Office District to PDD, Planned Development District and the General Development Plan. Applicant: Lost Dauphin Properties, LLC.

Patzke read the staff report (said report shall henceforth be considered a part of these minutes).

A motion was made by Mayor Walsh to approve the staff recommendation with the additional recommendation that the developers enter into a development agreement with the City of De Pere for the construction of improvements identified in the Transportation Improvement Assessment that will be required as a result of the development. Motion seconded by Kalny.

Motion carried.

ITEM #3 Review of a request to rezone Parcel WD-1375 (Lot 10 Southbridge Business Park) located on the east side of American Boulevard from I-B-2, Industrial-Business-2 to PDD, Planned Development District and the General Development Plan. Applicant: Greg Thompson, Storage Shop USA.

Patzke read the staff report (said report shall henceforth be considered a part of these minutes).

A motion was made by Mayor Walsh to open the meeting to the public. Motion seconded by Daanen. Motion carried.

Greg Thompson, StorageShopUSA™, 4610 Milwaukee Street, Madison, Wisconsin, introduced himself to the Commission. Thompson explained the process behind the development of his company and the reasoning behind the need for the units. In answer to Alderperson Daanen's question regarding who will be responsible for the weeds, etc., when I sell enough units I turn the project over to an Association and it will be in their maintenance agreement that they have to upkeep the property. It's also in my best interest because for each project location I will retain licensing interest in the sign, StorageShopUSA™. So, I want to make sure they are upholding their part of the agreement. It's a condo association, much like a residential. With regard to square footage, each building is 2,500 square feet; each individual unit would be 1,250 square feet.

Joe Van Deurzen, 713 Eau Pleine Court, De Pere, Wisconsin, introduced himself to the Commission. Van Deurzen explained that he is the realtor for this project. These will be fully-handicap accessible condominium business offices with full utilities; these are not mini storage units or sheds. These are all start-up businesses, which hopefully will do well. Maybe they will

expand into bigger buildings and bigger premises. The City is getting a lot of tax revenue for small parcels of land. For a two-acre lot you are getting all of these buildings with all of this revenue and you are getting some very good looking buildings. Plus you are bringing small enterprise to the community. My office gets numerous calls for small properties and I steer as many prospective people to the City's Industrial Park and Business Park as I can. I think these buildings will only add to our community. I believe that many of these companies will be looking for larger premises in the near future. This type of building is very affordable for a start-up business. They have ample space. If they outgrow that then they will have to buy another piece of property from us.

There being no further questions, a motion was made by Mayor Walsh to return to regular order of business. Motion seconded by Van Vonderen. Motion carried.

A motion was made by Kalny to refer this item back to staff. Motion seconded by Tom Walsh. Motion carried.

ITEM #4 Review of a request to rezone Parcel ED-2310 (Lot 23, East Side Industrial Park, Second Addition), located on Millennium Court from I-3, General Industrial District to PDD, Planned Development District and the General Development Plan. Applicant: Greg Thompson, StorageShopUSA™.

Patzke read the staff report (said report shall henceforth be considered a part of these minutes).

A motion was made by Mayor Walsh to approve the staff recommendation. Motion seconded by Kalny. Motion carried.

ITEM #5 Review of a request to rezone Parcel WD-L492-B from R-1, Single Family Residence District to I-B, Industrial-Business-2 District. Applicant: City of De Pere.

Attachment: Ordinance #06-28 (3892 : Ordinance #15-25, Festival Foods PIP)

Patzke read the staff report (said report shall henceforth be considered a part of these minutes).

A motion was made by Van Vonderen to approve the staff recommendation. Motion seconded by Tom Walsh. Motion carried.

ITEM #6 Review of a proposed amendment to the City of De Pere Zoning Ordinance that would reduce the minimum lot size and frontage and requirements of the R-1, Single Family Residence District to 10,000 square feet of area and 85 feet of frontage and increase the lot size/frontage requirements of the R-2, Single and Two Family District to 11,000 of lot area and 100 feet of frontage.

Patzke read the staff report (said report shall henceforth be considered a part of these minutes).

A motion was made by Kalny to approve the staff recommendation. Motion seconded by Daanen. Motion carried.

ITEM #7A A one lot CSM on the south side of Bio Tech Way that will require variances for less than minimum lot size and frontage. Owner - City of De Pere; Surveyor - Westerman.

Patzke read the staff report (said report shall henceforth be considered a part of these minutes).

A motion was made by Mayor Walsh to approve the staff recommendation with the additional recommendation that shrubs be placed around the exterior of the building. Motion seconded by Afshar. Motion carried.

ITEM #7B A one lot CSM on the west of Lawrence Drive. Owner - City of De Pere; Surveyor - Westerman.

Patzke read the staff report (said report shall henceforth be considered a part of these minutes).

A motion was made by Van Vonderen to approve the staff recommendation. Motion seconded by Mayor Walsh. Motion carried.

ITEM #8A A one lot CSM on the south side of Golden Glow Road in the Town of Lawrence. Owner – Kussow; Surveyor – Blatchford.

Patzke read the staff report (said report shall henceforth be considered a part of these minutes).

A motion was made by Afshar to approve the staff recommendation. Motion seconded by Daanen. Motion carried.

ITEM #8B Preliminary county plat of River Oaks Subdivision First Addition located west of River Oaks Drive in the Town of Rockland. Owner – Hibbard; Surveyor – Zeitler.

Patzke read the staff report (said report shall henceforth be considered a part of these minutes).

A motion was made by Mayor Walsh to approve the staff recommendation. Motion seconded by Tom Walsh. Motion carried.

ITEM #9 Future Agenda Items.

Planning Director Patzke indicated that in the next couple of months he will be scheduling a joint meeting between the City's Redevelopment Authority and Plan Commission to review a proposed new TIF District.

ITEM #10 Adjournment.

A motion was made by Mayor Walsh to adjourn the meeting. Motion seconded by Van Vonderen. Motion carried. Time: 8:25 p.m.

Recording Secretary
Lori Phillips

STAFF REPORT

PROPOSED REZONING

FROM
C-EO, Corporate-Executive Office District
TO
PDD, Planned Development District

DESCRIPTION

Location: Southwest Quadrant of Scheuring Rd. and Lawrence Dr.

Legal Description: See attached

Parcel Number: WD-364-D-501-1, WD-D0038-1, and WD-364-D-501

Property Owner: Lost Dauphin Properties, LLC

ZONING

Existing Parcel Zoning: The C-EO, Corporate-Executive Office District is to provide for large-scale office development in an elite campus-type environment. The district may serve to complement industrial land uses or it can stand by itself in the form of an office park or large individual concern engaged in office-oriented activity.

Proposed Parcel Zoning: Planned Development District is intended to promote the maximum benefit for coordinated area site planning, diversified location of structures, mixed compatible uses, provide for safe and efficient system of pedestrian and vehicular traffic, attractive recreation and landscaped open spaces, economic design and location of public and private utilities and assure adequate standards of construction and planning.

Adjacent Zoning: Property to the North is zoned a PDD, Planned Development District. Property to the East is zoned I-B-1, Industrial-Business 1 District. Properties to the South are zoned PDD, Planned Development District and C-EO, Corporate-Executive Office District. Property to the West is a conservancy.

Zoning Classification within the General Area: PDD, C-EO, I-B-1 and Conservancy

LAND USE

Use of Adjacent Property: The property to the North is a Mobil Gas Station, an Arby's Restaurant and a Sleep Inn Hotel. Property East is the Shopko Distribution Center. Property to the South is a Bellin Hospital Clinic and the corporate headquarters for Humana Insurance. Property to the West is a conservancy.

Suitability to Existing Zoning: Property already contains the WPS administrative offices and a MetLife Insurance office is currently under construction. However, both buildings required variances for less than minimum size. Furthermore, the attached CSM required several variances for less than minimum size and frontage. Therefore, the property is well suited for the C-EO, Corporate Executive-Office District but not suitable for the uses and building sizes proposed.

Suitability to Proposed Zoning: Property contains the WPS (Wisconsin Public Service) administrative offices and a MetLife Insurance Agency presently under construction. Additional lots are proposed for retail and service uses to benefit employees and visitors to the Business Park. The proposed PDD zoning is well suited for these uses.

Trend of Development: The property to the North is a Mobil Gas Station/Retail business with a Sleep Inn Hotel adjacent to the property. Property to the East is the Shopko Distribution Center. Property to the South is a Bellin Hospital Clinic and the corporate headquarters for Humana Insurance. Property to the West is a conservancy.

Comprehensive Plan: The 2004 City of De Pere Comprehensive Plan shows this parcel for future industrial use.

EFFECTS OF PROPOSED REZONING

Densities:	Will increase
Utilities:	Will increase
Police and Fire:	May increase
Traffic:	Will increase
Pedestrian:	Will increase
Parking:	Provided on site
Highway Access:	Not applicable
Garbage:	Will increase
Property Value:	Will increase
Pollution:	May increase due to increase in traffic
Schools:	No effect

Attachment: Ordinance #06-28 (3892 : Ordinance #15-25, Festival Foods PIP)

FINDING OF FACTS

A. The existing uses of property within the general area of the property in question:

The properties to the North include a Mobil Gas Station/ Retail shops with a Sleep Inn adjacent to the property. The property to the East is the Shopko Distribution Center. Properties to the South are the Bellin Hospital Clinic and the corporate headquarters for Humana Insurance. Property to the West is a conservancy.

B. The zoning classification of property within the general area of the property in question:

PDD, I-B-1, C-EO and Conservancy

C. The suitability of the property in question for uses permitted under the existing zoning classification:

The property currently contains the administrative offices for WPS (Wisconsin Public Services) and a MetLife Insurance Agency, therefore, the property is suitable for uses permitted under C-EO, Corporate Executive-Office District zoning. As previously stated, both developments required variances for less than minimum building size and the new CSM also required variances for less than minimum lot size and frontage. The vacant property is both well suited for C-EO uses but not suitable for the proposed retail and service uses.

D. Suitability of the property in question to the uses permitted under the proposed rezoning:

The property is well suited for the proposed uses allowed in the Planned Development District.

E. Trend of development, if any, in the general area of the property in question, which has taken place in its present zoning classification:

The property to the North includes a Mobil Gas Station/Retail business with a Sleep Inn Hotel adjacent to the property. Property to the East is the Shopko Distribution Center. Property to the South is a Bellin Hospital Clinic and the corporate headquarters for Humana Insurance. Property to the West is a conservancy.

Attachment: Ordinance #06-28 (3892 : Ordinance #15-25, Festival Foods PIP)

F. Minimum size of parcel:

The parcel of land contains 19.5 acres of land and is adjacent to existing PDDs, and has over 200 feet of frontage on adjacent streets thereby, meeting three (3) criteria necessary to qualify for the rezoning to a PDD, Planned Development District.

STAFF RECOMMENDATION

The General Development Plan shows the existing WPS building and the MetLife building under construction along with three additional buildings. These building are proposed for retail and service uses that would benefit Business Park Employees and visitors. Access is shown off Scheuring Road and Lawrence Drive. Parking is also shown. However, staff will not be able to determine if parking meets City requirements until the Precise Implementation Plans are submitted.

The proposed rezoning has been reviewed by the planning staff who also conducted the required onsite inspection. It has been forwarded to the Public Works and Fire departments for their reviews. Based on their review, planning staff recommends s approval of the proposed rezoning and General Development Plan subject to the following:

1) Implementing all requirements submitted by the Public Works and Fire departments and considering all recommendations;
2) The access off Scheuring Road be designed to allow only right in and right out traffic and appropriate signage be provided to that effect;
3) Providing a sidewalk along the east property line to allow safe pedestrian access for customers of the businesses located within the development and their employees.
4) Precise Implementation Plans for future buildings be prepared and submitted according to Section 14.60 (1) De Pere Zoning Code> Such plans shall include at a minimum: lighting plans, detailed landscape plans showing the location of all trees, shrubs and green space, floor plans delineating the square footage of each proposed use, utility hookups, and any other information required as part of plan approval;
5) The recommendation be forwarded to the Common Council for the required public hearing.

The Plan Commission packet (official Binder) also Has a Handwritten #6

6. The developer enters into a development Agreement with the City for the Construction of improvements (identified in TIA) that would be required as the result of the development.

TIA = ~~[illegible]~~
Transportation Improvement Assessment (per minutes)

Attachment: Ordinance #06-28 (3892 : Ordinance #15-25, Festival Foods PIP)

PARCEL NO: **WD-364-D-501-1** RECORDS AVAILABLE: **B S**
RECORD TYPE: **BOTH** B Enter type and CMD 2 for new type
TAX YEAR: 0000 (IF "R" TYPE ENTER TAX YEAR ALSO)

ACREAGE: **217,800 SQ FT**

LOT 1 OF 34 CSM 112 BNG PRT OF NW1/4 NW1/4 SEC 32 T23N R20E & BNG PART OF LOT 1 DEPERE BUSINESS PARK
END OF LEGAL DESCRIPTION

CMD 1 - Return to previous screen ROLL KEYS - Display rest of legal

Attachment: Ordinance #06-28 (3892 : Ordinance #15-25, Festival Foods PIP)

PARCEL NO: **WD-D0038-1** RECORDS AVAILABLE: **B S**
RECORD TYPE: **BOTH** **B** Enter type and CMD 2 for new type
TAX YEAR: **0000** (IF "R" TYPE ENTER TAX YEAR ALSO)

ACREAGE: **0.741 AC M/L**

PART OF NW1/4 NW1/4 SEC 32 T23N R20E COM NW COR E 303
FT SWLY 924 FT TO W/L N 886 FT TO BEG EX HWY & EX
34 CSM 112 END OF LEGAL DESCRIPTION

CMD 1 - Return to previous screen ROLL KEYS - Display rest of legal

Attachment: Ordinance #06-28 (3892 : Ordinance #15-25, Festival Foods PIP)

PARCEL NO: **WD-364-D-501** RECORDS AVAILABLE: **B S0**
RECORD TYPE: **BOTH** **B** Enter type and CMD 2 for new type
TAX YEAR: **0000** (IF "R" TYPE ENTER TAX YEAR ALSO)

ACREAGE: **13.672 AC M/L**

DEPERE BUSINESS PARK LOT 1 EX STRIP DESC IN J12912-35
& EX 34 CSM 112 END OF LEGAL DESCRIPTION

CMD 1 - Return to previous screen ROLL KEYS - Display rest of legal

CITY OF DEPERE APPLICATION FOR REZONING	Fee: Receipt #: Date:

Please print or type using black ink for duplicating purposes.

A. **Property Owner:** Name: Lost Dauphin Properties, LLC

Mailing Address: P.O. Box 12057, Green Bay, WI 54307-2057

Phone: (920) 434-5815

Signature: [illegible] Date: 7/12/06

I hereby appoint the following as my agent for purposes of this application:

Agent: Name: Joe Gegare

Mailing Address: P.O. Box 12057, Green Bay, WI 54307-2057

Phone: (920) 360-7370

Signature: [illegible] Date: 7/12/06

B: **Property Information:** WD-364-D-501-1, WD-00038-1, WD-364-D-501

Tax Key/Parcel: See attached plat map

Address/Location of Property: Southwest quadrant of Schuering & Lawrence

Legal Description: See attached CSM

Parcel Dimension: See attached plat map & CSM

Parcel Area: 19.5 acres

C: Rezoning Application:

Existing Zoning: Corporate - Executive Offices

Proposed Zoning: PDD

Adjacent Zoning: North: PDD South: PDD & C-EO

East: I-B-1 West: Conservancy

Zoning Classification Within General Area:

C-EO - PDD - I-B-1 - Conservancy

Land Use:

Present Use of Parcel:

office buildings

Proposed Use of Parcel:

Uses permitted by existing underlying zoning plus retail and related services that can be used by business park employees and visitors

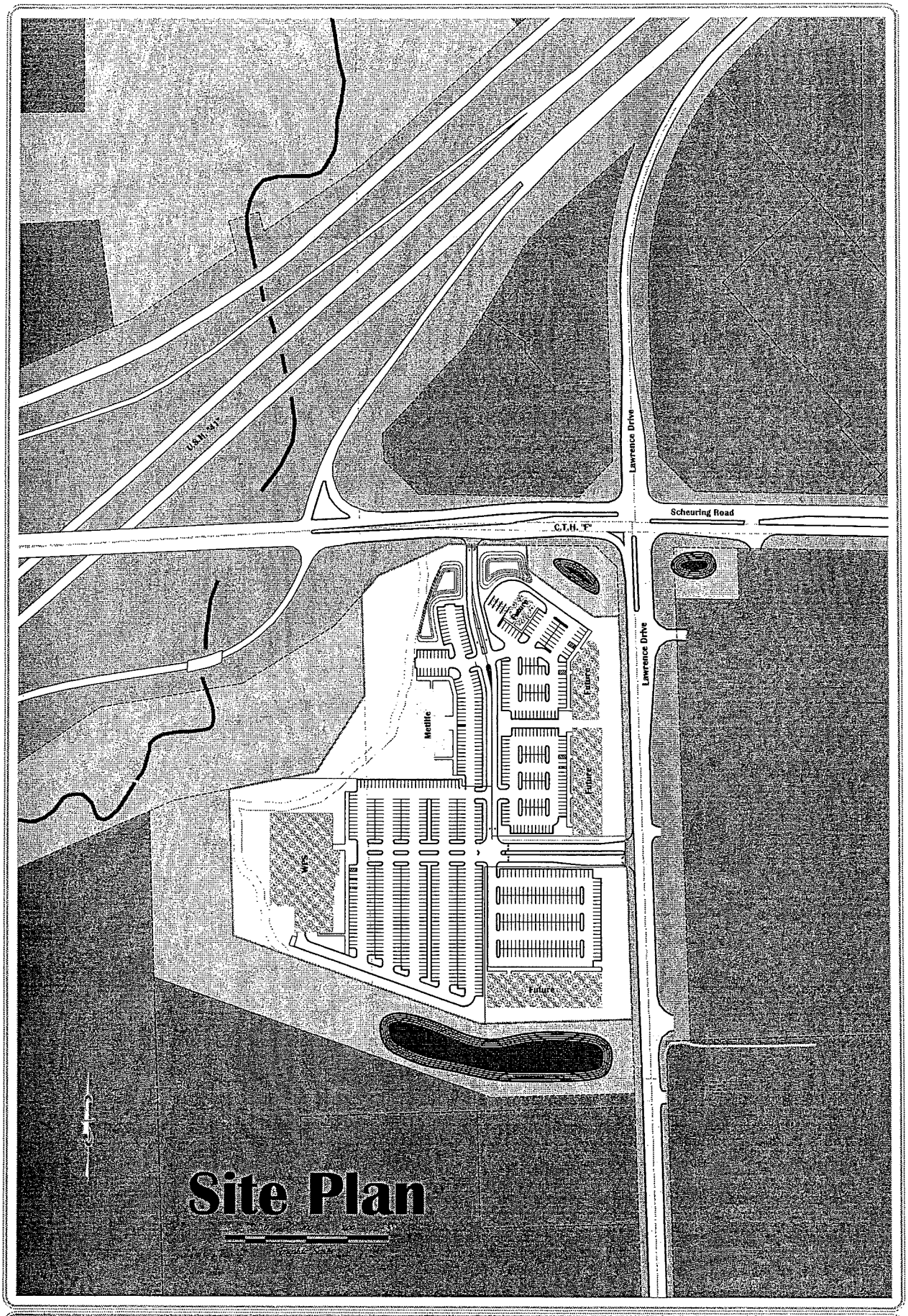
Present Use of Adjacent Properties:

To the north - SleepInn Motel and gas station/convenience store; south - Bellin Clinic & Humana Ins.; west - conservancy; east - Shopko Distribution Center

SIGNED AUTHORIZATION:

I, Jeffery J. Weyers, being the owner of the above described property do hereby authorize the City of De Pere to install and place a temporary "Zoning Notice" sign upon said property in a location which will give a reasonable notice to the public that said property is being considered for such change by the Common Council.

Signature: _____ Date: 7/12/06



SCALE: 1" = 100'

DATE
February 22, 2006

Autocad Drawing No.
P-1806.dwg

PROJECT NO. P-1806
SHEET NO. 1 of 1
DRAWING NO. S-1450

Performa

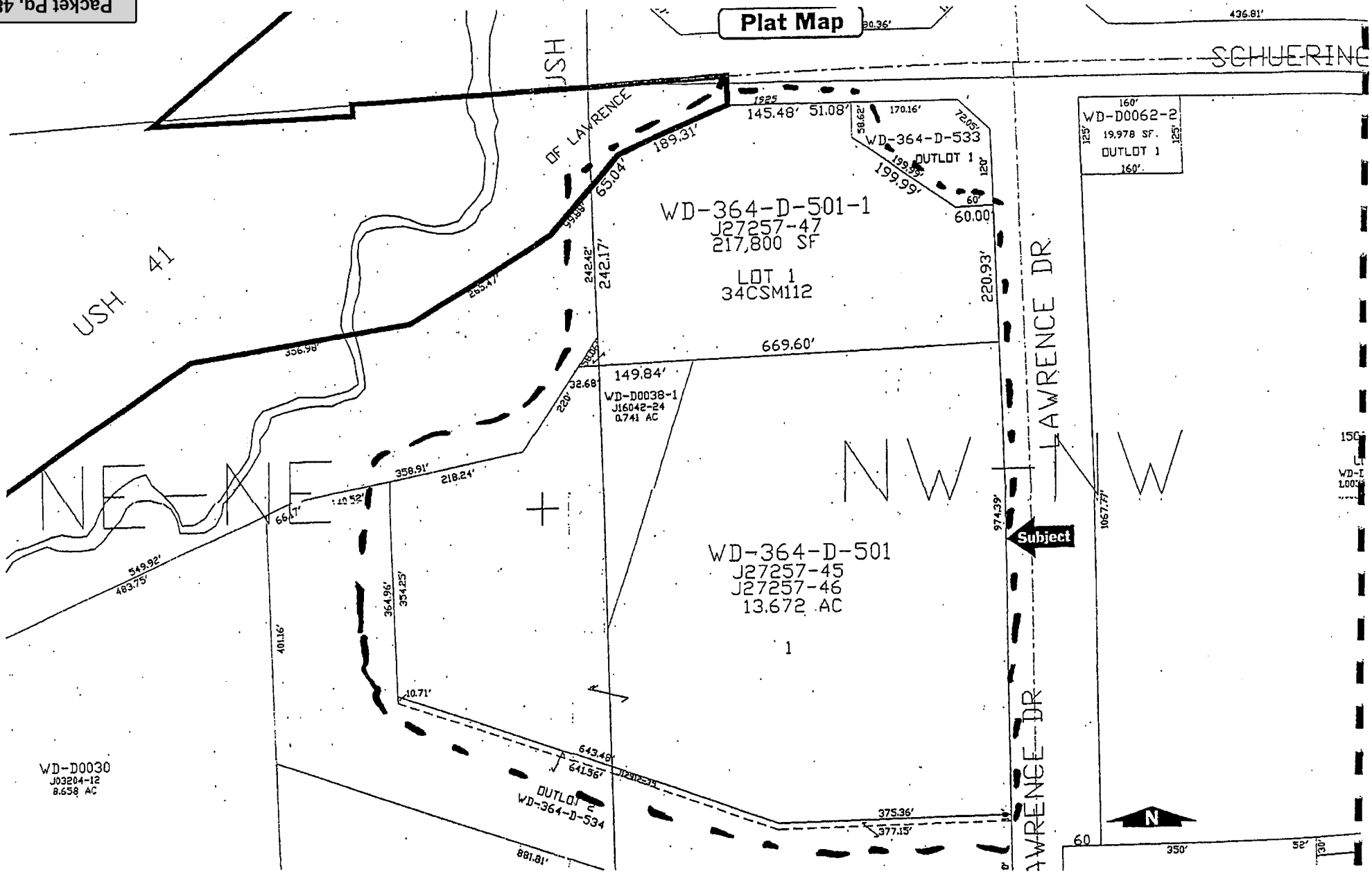
Scheuring Road & Lawrence Drive
City of DePere

TAX PARCEL NO.
DRAWN BY: BAR
CHECKED BY: LJB

LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING

Attachment: Ordinance #06-28 (3892 : Ordinance #15-25, Festival Foods PIP)

Plat Map


USH 41
OF LAWRENCE
SCHUERINE
WD-364-D-501-1
J27257-47
217,800 SF
LOT 1
34CSM112
WD-364-D-533
OUTLOT 1
WD-D0062-2
19,978 SF.
OUTLOT 1
WD-D0038-1
J16042-24
0.741 AC
WD-364-D-501
J27257-45
J27257-46
13.672 AC
1
WD-D0030
J03204-12
8.658 AC
OUTLOT 2
WD-364-D-534
LAWRENCE DR
Subject
N
669.60'
220.93'
242.17'
242.42'
65.04'
189.31'
145.48'
51.08'
170.16'
199.99'
60.00'
149.84'
32.68'
358.91'
218.24'
356.98'
265.47'
549.92'
483.75'
364.96'
354.25'
401.16'
10.71'
643.48'
641.56'
375.36'
377.15'
881.81'
974.39'
1067.77'
436.81'
350'
52'
60

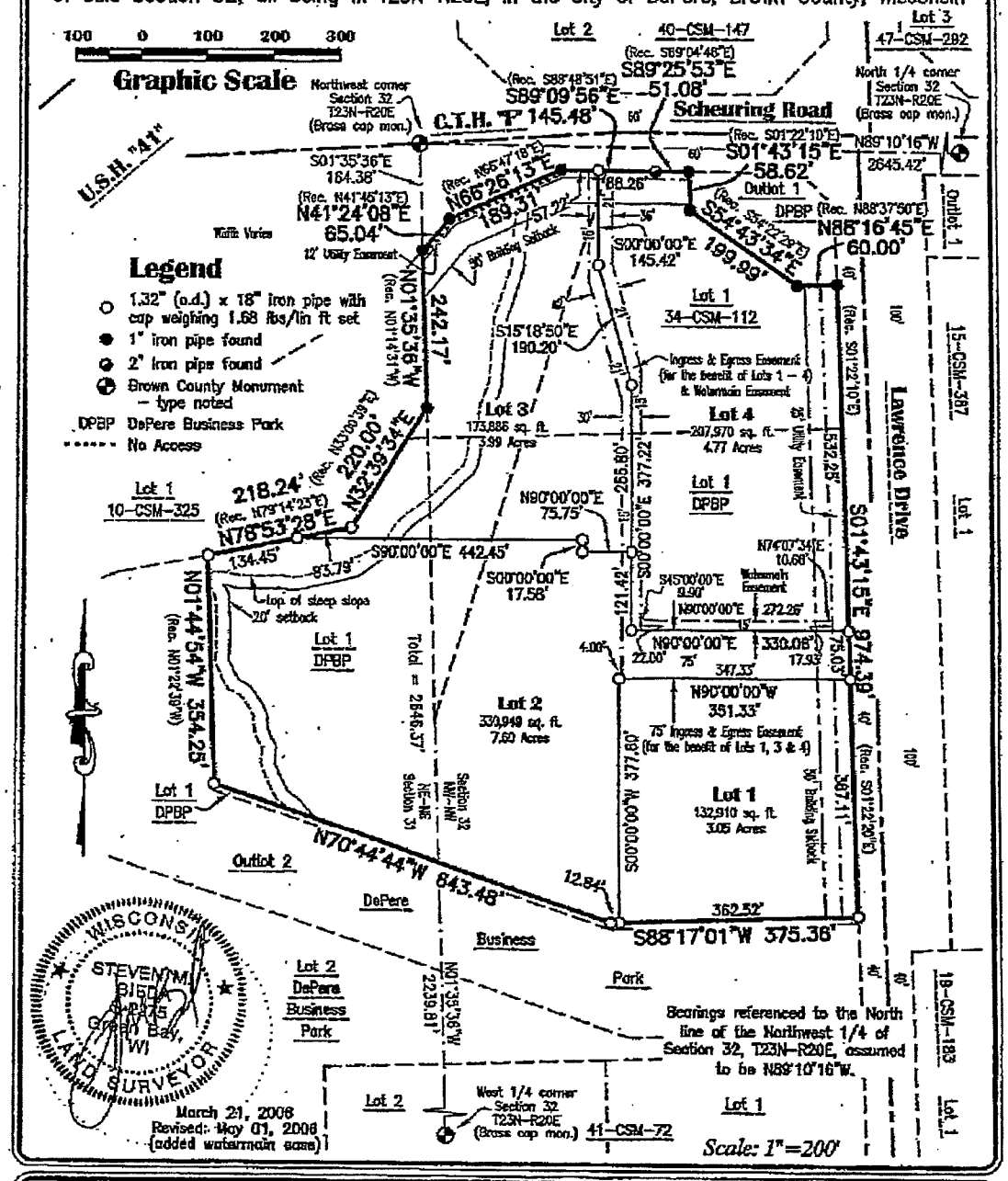
Attachment: Ordinance #06-28 (3892 : Ordinance #15-25, Festival Foods PIP)

Joe Gergane

2261776 7513

Certified Survey Map

All of Lot 1, Volume 34, Certified Survey Maps, page 112, Map Number 5225, Document Number 1510484, Brown County Records, part of Lot 1 of the recorded plat of "DePere Business Park" (Volume 18, Plats, page 45, Brown County Records), said Lot being located in part of the Northwest 1/4 of the Northwest 1/4 of Section 32, and the Northeast 1/4 of the Northeast 1/4 of Section 31, and also part of the Northwest 1/4 of the Northwest 1/4 of said Section 32, all being in T23N–R20E, in the City of DePere, Brown County, Wisconsin



Client: Commercial Horizons Date Drafted: March 15, 2006 AutoCAD No.: CSM.dwg Drafted By: BAR	Tax Parcel Nos. WD-D0038-1 WD-364-D-501 WD-364-D-501-1	Mau & Associates LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING Phone: 920-494-9670 Fax: 920-494-9672	Sheet One of Four Project No.: P-1806 Drawing No.: L-6777

BROWN COUNTY REGISTER OF DEEDS DOC# 2261776 PG 4

Item 7: Review of the Precise Implementation Plan for 43,800 sqft Commercial Office Building located off of Lawrence Dr. Applicant: Mau & Associates.*

The General Development Plan/Rezoning for the area was recommended for approval by the Plan Commission on July 24, 2006 and the approving Ordinance 06-28 was approved by the City Council on September 5, 2006. The General Development Plan identifies this area (Parcel WD-364-D-501-2) for a future development of retail and service uses that would benefit the business park. The proposed application is for Festival Foods Headquarters, a corporate office use, and thus it constitutes as a Major Amendment to the Development Plan. Attached you will find the original information approving the Development Plan for the area.

Figure 1. Image of existing site.

Overview:
LD properties IV LLC owns the property located along Lawrence Dr. and just south of Scheuring Rd. The Plan submitted is for the new Corporate Office of Festival Foods. The property is zoned I-B-1 (Industrial Business 1) with a Planned Development District Overlay. The proposal includes a two story corporate office building.

Public Works:
1. Show site address in title block on each page of the plan.
2. Label adjacent streets and rights of ways on the plan.

Attachment: PC_Staff_August24_Festival Foods (3892 : Ordinance #15-25, Festival Foods PIP)

3. Parking lot striping will be a minimum of 4" width.
4. Water service is shown as 8" connecting to an 8" private main. Consider an additional valve west of the connection point to better isolate the service to this property. WDNR requires a private main serving multiple customers to have an above ground master meter. WDNR approval for a water main extension may be required.
5. Sanitary sewer service to the property is shown as 6" connecting to an 8" private main. Label the sanitary sewer as private. The City sanitary sewer is located along Lawrence Drive.
6. A maintenance agreement should be in place for the private sanitary sewer and private water main that serve multiple properties if this is owned by the same owner as this development. The maintenance agreement needs to include a plan for leak detection surveys and biannual flushing of the water main as well as cleaning and monitoring inflow and infiltration of the private sanitary sewer.
7. Provide documentation that the owner of the sanitary sewer main and water main approves the proposed connections to these pipes.
8. Verify the water main extension to this building does not impact fire flows to existing buildings served by the private water main.
9. Provide a safe water sample for the extended water main to the City of De Pere Water Department before connections are made to the pipe. Request new meters at least 5 business days in advance of needing them installed. Water meters larger than 1" will require one month advance notice.

Fire:
1. Plan reviewed and no fire department concerns noted.

Forestry:
1. See Attached Memo.

Health:
1. If there is an employee café and prep kitchen is used for the café, then a health department license is needed along with review of equipment. If the prep kitchen is used only to make and develop products for research and development of foods, a health department license is not required.

Building/Planning:
1. The site plan identifies an area outside of the parcel for the location of the dumpster and additional parking. Staff will need to receive either altered plans to include these within the parcel, or we will need a perpetual easement for access to the area that would contain the dumpster along with the parking area identified.
2. The site plan identifies two areas for signage: the Corporate Business Sign, located off of Lawrence Dr. and the Festival Foods sign located off of the private drive. The Corporate Business Sign shall have a minimum of 15 feet setback from Lawrence Dr. Currently it is only identified to have a 10 foot setback. Site Plan will need to be updated.
3. Additional signage information and design of all signage will need to be submitted to City Staff for review and approval. Signage to be in conformance with City's sign regulations.
4. Any proposed future additions should be included as part of this Precise Implementation Plan.
5. Lighting shall not be more than one foot candle at the property line.
6. The original approval for the Integrys Energy Services Building required that upon future development of the second building, a Traffic Impact Study would need to be completed. City Engineering Staff has also reviewed the area and previous TIA's and also determined that a TIA would be required as part of this development.

Recommendation
Staff would recommend approval of the Precise Implementation Plan subject to the items identified above being addressed and that this be referred to the Common Council for public hearing (Class 2 notice) for approval of re-zoning.

Attachment: PC_Staff_August24_Festival Foods (3892 : Ordinance #15-25, Festival Foods PIP)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Appointment of Kim Flom as Director of Planning and Economic Development by Mayor Walsh.**

ATTACHMENTS:

- 2015 Confirmation of ED-Plan Director (DOC)

Memo City of De Pere

To: Members of the Common Council

From: Michael Walsh, Mayor

RE: Confirmation of Appointment To Position of Director of Economic Development and Planning

Date: September 9, 2015

The Human Resource's Department has completed the recruitment and selection process for the Director of Economic Development and Planning position. Based on the interview panel's recommendation, I would like to appoint Kimberly Flom to the position of Director of Economic Development and Planning, and I am asking for your confirmation.

Kimberly works for the City of Green Bay as their Community Development and Planning Director. In this position, Kimberly oversees the Community Services Agency which includes the building permits/inspection, planning, housing, and neighborhoods divisions. She is responsible for policy development, program planning, budget management, and the operational direction of the Community Services Department. In addition, she advises the Mayor, Common Council, Commissions, City Departments and the public on planning, economic development, housing and community development matters. Prior to the City of Green Bay, Kimberly was the Development Services Assistant Director for the Village of Orland Park, IL. Kimberly received her Masters of Public Administration in Economic Development from the University of Illinois at Chicago.

Based on her background, we believe Kimberly will be a tremendous asset to the De Pere community, and we are excited to have her on our team.

If you have any questions regarding this confirmation, I would ask that you contact me in advance of the meeting. I can be reached at 339-4040.

Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**Common Council**
FROM:	**Lisa Renier**
SUBJECT:	**Yearly update by De Pere Beautification Committee.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Defnet**
SUBJECT:	**Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for GCS Landing, 1063 N. Broadway Ave., submitted By Voyageur Shell LLC, Agent: Jacob Anderson, 1570 Waterford Ct. Green Bay WI 54313.**

ATTACHMENTS:

- GCS Landing Cider License (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning JULY 1 20 15 ;
ending JUNE 30 20 16

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of } DE PERE

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

Applicant's WI Seller's Permit No.:	FEIN Number:
456000319418502	77-0676044

LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☑ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ ~~60~~
TOTAL FEE	$

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☑ LIMITED LIABILITY COMPANY ☐ CORPORATION/NONPROFIT ORGANIZATION
hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ VOYAGEUR SHELL, LLC

An **"Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.** List the name, title, and place of residence of each person.

	Title	Name	Home Address	Post Office & Zip Code
President/Member	MEMBER	JACOB ANDERSON	1570 WATERFORD CT	GREEN BAY, WI 54313
Vice President/Member	MEMBER	ASHLEY PAMPERIN-SEXAUER	2095 FESCUE WAY	GREEN BAY, WI 54313
Secretary/Member				
Treasurer/Member				
Agent ▶	JACOB ANDERSON			
Directors/Managers				

3. Trade Name ▶ GCS LANDING Business Phone Number 920-336-8293
4. Address of Premises ▶ 1063 N BROADWAY Post Office & Zip Code ▶ DE PERE, WI 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☑ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 05/20/07 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☑ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☑ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) CONVENIENCE STORE/BEER COOLER
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☑ Yes ☐ No
(b) If yes, under what name was license issued? VOYAGEUR SHELL, LLC D/B/A GCS LANDING
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☑ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
this 27th day of August, 20 15

Heather L. Willem
(Clerk/Notary Public)

My commission expires May 29th, 2016

HEATHER L. WILLEM NOTARY PUBLIC STATE OF WISCONSIN

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Ashley Pamperin-Sexauer
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Defnet**
SUBJECT:	**Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for Riverside Shell Inc, 1010 S. Broadway Ave., submitted By Riverside Shell LLC, Agent: Daniel J. Pamperin, 396 Talus Ct. De Pere WI 54115.**

ATTACHMENTS:

- Riverside Shell Cider License (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

Applicant's WI Seller's Permit No.:	FEIN Number:
456000043729102	39-1960796

LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☑ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 60.00
TOTAL FEE	$

For the license period beginning JULY 1 20 15 ;
ending JUNE 30 20 16

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of } DE PERE

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

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☑ LIMITED LIABILITY COMPANY ☐ CORPORATION/NONPROFIT ORGANIZATION
   hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ RIVERSIDE SHELL LLC

An **"Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.** List the name, title, and place of residence of each person.

	Title	Name	Home Address	Post Office & Zip Code
President/Member	MEMBER	DANIEL J PAMPERIN	396 TALUS CT	DE PERE WI 54115
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent ▶	DANIEL J PAMPERIN			
Directors/Managers				

3. Trade Name ▶ RIVERSIDE SHELL LLC Business Phone Number 920-983-9786
4. Address of Premises ▶ 1010 S BROADWAY AVE Post Office & Zip Code ▶ DE PERE WI 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☑ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WISCONSIN and date _____ of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☑ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☑ Yes ☐ No
   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) CONVENIENCE STORE AND CAR WASH
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☑ Yes ☐ No
    (b) If yes, under what name was license issued? RIVERSIDE SHELL LLC
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☑ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 30th day of July 2015

Heather Williams
(Clerk/Notary Public)

My commission expires May 29th 2020

HEATHER L. WILLIAMS NOTARY PUBLIC STATE OF WISCONSIN

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Defnet**
SUBJECT:	**Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for De Pere Shell and Car Wash, 841 Main Ave., submitted by De Pere Shell and Car Wash Inc, Agent: Daniel J. Pamperin, 396 Talus Ct. De Pere WI 54115.**

ATTACHMENTS:

- De Pere Shell and Car Wash Cider License (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

Applicant's WI Seller's Permit No.:	FEIN Number:
456000046343103	39-1762584

LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☑ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ ~~60.00~~
TOTAL FEE	$

For the license period beginning JULY 1 20 15 ;
ending JUNE 30 20 16

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of } DE PERE

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

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☑ CORPORATION/NONPROFIT ORGANIZATION hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ DE PERE SHELL AND CAR WASH INC

   An **"Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.** List the name, title, and place of residence of each person.

	Title	Name	Home Address	Post Office & Zip Code
President/Member	MEMBER	DANIEL J PAMPERIN	396 TALUS CT	DE PERE WI 54115
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent ▶	DANIEL J PAMPERIN			
Directors/Managers				

3. Trade Name ▶ DE PERE SHELL AND CAR WASH Business Phone Number 920-983-9786
4. Address of Premises ▶ 841 MAIN AVE Post Office & Zip Code ▶ DE PERE WI 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☑ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WISCONSIN and date _____ of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☑ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☑ Yes ☐ No

   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) CONVENIENCE STORE AND CAR WASH
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☑ Yes ☐ No
    (b) If yes, under what name was license issued? DE PERE SHELL AND CAR WASH INC
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☑ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 30th day of July 20 15

Heather Willems
(Clerk/Notary Public)

My commission expires May 29th 2016

HEATHER L. WILLEMS NOTARY PUBLIC STATE OF WISCONSIN

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Defnet**
SUBJECT:	**Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for Scheuring Shell, 1511 Lawrence Dr., submitted by GCS Holdings of De Pere LLC, Agent: Daniel J. Pamperin, 396 Talus Ct. De Pere WI 54115.**

ATTACHMENTS:

- Scheuring Shell Cider License (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

Applicant's WI Seller's Permit No.:	FEIN Number:
456102788628602	45-5204928

LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☑ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ ~~60.00~~
TOTAL FEE	$

For the license period beginning JULY 1 20 15 ;
ending JUNE 30 20 16

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of } DE PERE

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

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☑ LIMITED LIABILITY COMPANY ☐ CORPORATION/NONPROFIT ORGANIZATION
   hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ GCS HOLDINGS OF DE PERE LLC
   An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

	Title	Name	Home Address	Post Office & Zip Code
President/Member	MEMBER	DANIEL J PAMPERIN	396 TALUS CT	DE PERE WI 54115
Vice President/Member	MEMBER	LORI A PAMPERIN	396 TALUS CT	DE PERE WI 54115
Secretary/Member	MEMBER	DAVID R KRAUSE	1905 RAINBOW AVE	DE PERE WI 54115
Treasurer/Member				
Agent ▶	DANIEL J PAMPERIN			
Directors/Managers				

3. Trade Name ▶ SCHEURING SHELL Business Phone Number 920-347-3700
4. Address of Premises ▶ 1511 LAWRENCE DR. Post Office & Zip Code ▶ DE PERE, WI 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☑ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WISCONSIN and date _____ of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☑ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☑ Yes ☐ No
   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) CONVENIENCE STORE
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☑ Yes ☐ No
    (b) If yes, under what name was license issued? SCHEURING SHELL LLC
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☑ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 30th day of July, 20 15

Heather Lullens
(Clerk/Notary Public)

My commission expires May 29th 2019

NOTARY PUBLIC STATE OF WISCONSIN

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Defnet**
SUBJECT:	**Recommendation from the License Committee on an Application for a Temporary Premise Description Change for St. Norbert College Inc. on September 18 and October 2, 2015 for the Bush Art Center and the Abbot Pennings Hall of Fine Arts, submitted by St. Norbert College Inc, Agent: Terrie Dubois.**

ATTACHMENTS:

- Temp. Premises Des Change SNC (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

Applicant's WI Seller's Permit No.:	FEIN Number:
458102011225103	39-1399196

For the license period beginning 07/01 20 15 ;
ending 06/30 20 16

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of } DEPERE

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

LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☑ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☑ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☑ CORPORATION/NONPROFIT ORGANIZATION
hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ ST NORBERT COLLEGE INC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

	Title	Name	Home Address	Post Office & Zip Code
President/Member	PRESIDENT	THOMAS KUNKEL	1527 FOX RIVER CT	DEPERE 54115
Vice President/Member				
Secretary/Member	SECRETARY	AMY SORENSON	1521 BAY HIGHLANDS	GREEN BAY 54311
Treasurer/Member	TREASURER	EILEEN JAHNKE	3435 BAY HIGHLANDS	GREEN BAY 54311
Agent ▶	ASSOC DIRECTOR OF CATERING	TERRIE DUBOIS	729 BASCOM WAY	GREEN BAY 54311
Directors/Managers				

3. Trade Name ▶ ST. NORBERT COLLEGE Business Phone Number 9204031352
4. Address of Premises ▶ SEE ATTACHED Post Office & Zip Code ▶ 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☑ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☑ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☑ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SEE ATTACHED
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☑ No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☑ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 26th day of August, 20 15

Patricia A. Wery
(Clerk/Notary Public)

My commission expires January 31, 2016

Amy Sorenson
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Eileen Jahnke
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

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

Extension of Premise for:

Bush Art Center; First floor area outside the gallery, 403 Third Street(attached to Michels Commons which is licensed)

Sept. 18, 2015, 4:30-7pm

Oct. 2nd, 2015, 5-7pm

Abbot Pennings Hall of Fine Arts,Walter Theater lobby first floor, 315 Third St. (across from Michels Commons which is licensed)

Sept. 18th, 2015, 8pm-9pm

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to approve a $260 donation from De Pere Area Men's Club to the Recreation Scholarship Program.**

Staff is seeking approval to accept a $260 donation from the De Pere Area Men's Club to the Recreation Scholarship Program. To date, this program has awarded 139 scholarships to youth/families in our community for participation in city sponsored recreation programs, co-sponsored sports programs or pool passes for families to enjoy!

Current balance in our account is $21,347.09.

Thank you for your time and consideration.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Finance Committee to Approve Definitely De Pere Request for Bike Rack Installation.**

Definitely De Pere is requesting the City's street department to assist with installing 59 bike racks (see attached photo) throughout the downtown areas. (See attached request)

The estimated costs for the street department for the bike rack installations is $60 per bike rack for a total of $3,540.

If you have any questions on this matter please feel free to contact me.

ATTACHMENTS:

- Definitely De Pere Request 082715 (PDF)
- Bike rack photo 082715 (JPG)

Allyson Watson
Definitely De Pere, Executive Director
320 Main Avenue, Suite 102
De Pere, WI 54115
director@definitelydere.org
(920) 403-0337

August 20, 2015

Scott Thoresen
City of De Pere, Director of Public Works
925 S. Sixth Street
De Pere, WI 54115

Dear Mr. Thoresen:

I am writing to request that the City of De Pere consider donating the installation labor costs for the newly acquired bicycle racks for the downtown district. The 59 racks are slated to arrive at the Municipal Service Center the first week of September and we would ideally like to see installation happen sometime this fall.

The De Pere Main Street program, Definitely De Pere, organized a grassroots fundraising campaign earlier this year to fundraise for the purchase of these racks. By working with City Engineer Eric Rakers to develop a bicycle rack installation guideline policy and by selling downtown businesses on the value of bicycle-friendly infrastructure in our business district, we saw a fantastic community response. Each rack is of a high quality design and is locally produced in Waunakee, Wisconsin.

Due to a miscommunication between our organization and the City earlier in July, our organization was under the impression that the City would be donating the installation costs for these bicycle racks. With that in mind, the full amount raised by sponsors (exceeding $11,000) was expended on racks, with none set aside for installation. Had we known the large cost of installation ($4,130), much of which are labor costs, we would have scaled back our bicycle rack order for this year.

We humbly request that the City consider donating the cost of labor for the installation of these racks (at a rate of $60 per rack, this equals $3,540). With the City's 125th anniversary being this year, this one time installation would be a relatively low cost contribution to the quality of life and vibrancy of the business district that would have a long term positive impact on the community. Definitely De Pere would be happy to still cover the cost of materials (at a rate of $10 per rack, this equals $590).

We do hope that you might be able to consider this request as part of our positive ongoing work relationship and in the spirit of collaboration. Citizens of De Pere and visitors alike will value the 118 bicycle parking spaces that will be created through this bicycle rack campaign for many years to come!

Thank you for your consideration,

Allyson Watson

Attachment: Bike rack photo 082715 (3951 : Recommendation from the Finance Committee Definitely De Pere Request for Bike Rack Installation)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**Planning**
FROM:	**Sarah Wallace**
SUBJECT:	**Recommendation from the Plan Commission to Approve the Land and Location Proposal for De Pere Fire Station 3.**

ATTACHMENTS:

- Planning Commission Request for Land Location Proposal for Stat 3 (DOCX)
- Station3_Area24x36 (PDF)
- Station3_Site (PDF)

Memo

To: Honorable Mayor Michael Walsh
Members of the De Pere Planning Commission

From: Dennis L. Rubin, Fire Chief

Date: July 7, 2015

Re: Land and Location Proposal for De Pere Fire Station 3

The Fire Department would like to request the support and approval of the De Pere Planning Commission to procure the land to construct Fire Station 3 in the southwest quadrant of our City. After careful consideration and with much discussion, the Fire Department believes that the City of De Pere owned site located on American Boulevard at Red Maple Road consisting of 2.93 acres of land would be a desirable site location to build the next De Pere Fire – Rescue Station. This parcel of land has the legal description as WD-L179-3.

The location of this property will provide the needed response time coverage to the south and west quadrants of De Pere. Currently, the area that this proposed fire station would provide response coverage for does exceed the five (5) minute response time goal set by the Department. As the Planning Commission is aware, emergency response times are mission critical when help is needed to manage an emergency medical or fire response call for assistance from our citizens and visitors.

Public safety is the bedrock of a community's vitality ensuring that folks feel safe and secure in the homes, places of employment, schools and recreation facilities. With the addition of the proposed De Pere Fire Station, the city will be properly covered by fire engines and ambulances.

As a quick review, the best time to intervene at a life threating emergency medical response is no more than four to six minutes (hence the reason why the 5 minute response target time was selected). In this window of time, the "survivable patient" has the very best chance of recovering from their injuries or illness and returning to a normal productive life. Using the analogy of a traffic light, the lens color at this point would be green (potential savable patient).

If the emergency response window is stretched from seven to ten minutes, the patient outcomes will likely not be as acceptable. Permanent and irreversible brain damage will likely

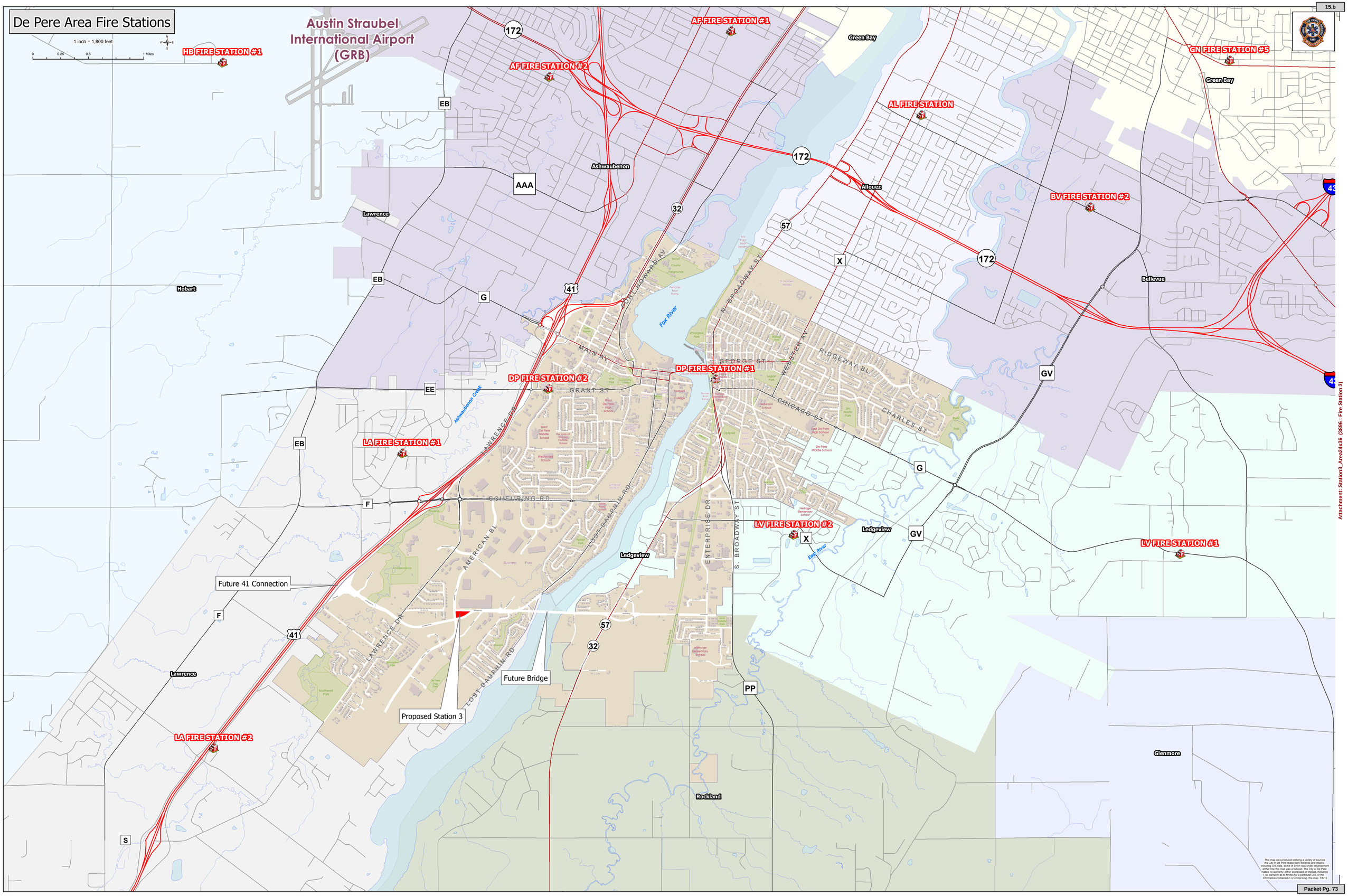
occur with patients that are breathless and pulseless (their heart has stopped) for periods of time longer than six minutes. If bleeding is substantial and not controlled or replaced (with IV fluids), death is highly likely. The yellow lens is now lit, using the traffic light comparison. The margin is very thin to save a human life of someone that the response time exceeds the five minute response standard.

Increase the paramedic care arrival time to ten minutes or beyond and death is the most likely patient outcome. Life-saving care and transportation to an appropriate hospital after such a long time delay is generally futile. The traffic light has now lit up red and as such the notion is that the critical patient is no longer savable. In true emergency cases, it is rare to experience saving a life if the response time is ten minutes or longer. In the few true emergency cases that patients do survive long delay in receiving care, their recover is very slow and with substantive brain damage.

As a further benefit and opportunity, this location will be desirable to both of our neighboring fire departments. We are in discussions with both Lawrence and Ledgeview Fire Departments to determine the best and most efficient use of a fire station building at the proposed location. Both agencies have expressed a willingness to continue to discuss exploring just how a tri-community approach might be the most efficient and effective for all. The focus will be on service delivery and not on any one changing or losing their communities unique identity. In fact, these discussions have led us to explore the possibilities of establishing a joint training program that will be mutually beneficial. Ashwaubenon Public Safety Department has expressed an interest in possibly locating an ambulance in the Grant Street Fire Station (west side). To have all three communities working closer together with us to provide the best services possible to this portion of Brown County, will be in the best interest for all concerned.

Finally, once the new fire station site is determined, the design phase of the project will be added to the City's seven year Capital Improvement Budget starting in 2017. Design is tentatively scheduled to be completed in 2024 with construction tentatively scheduled for 2025.

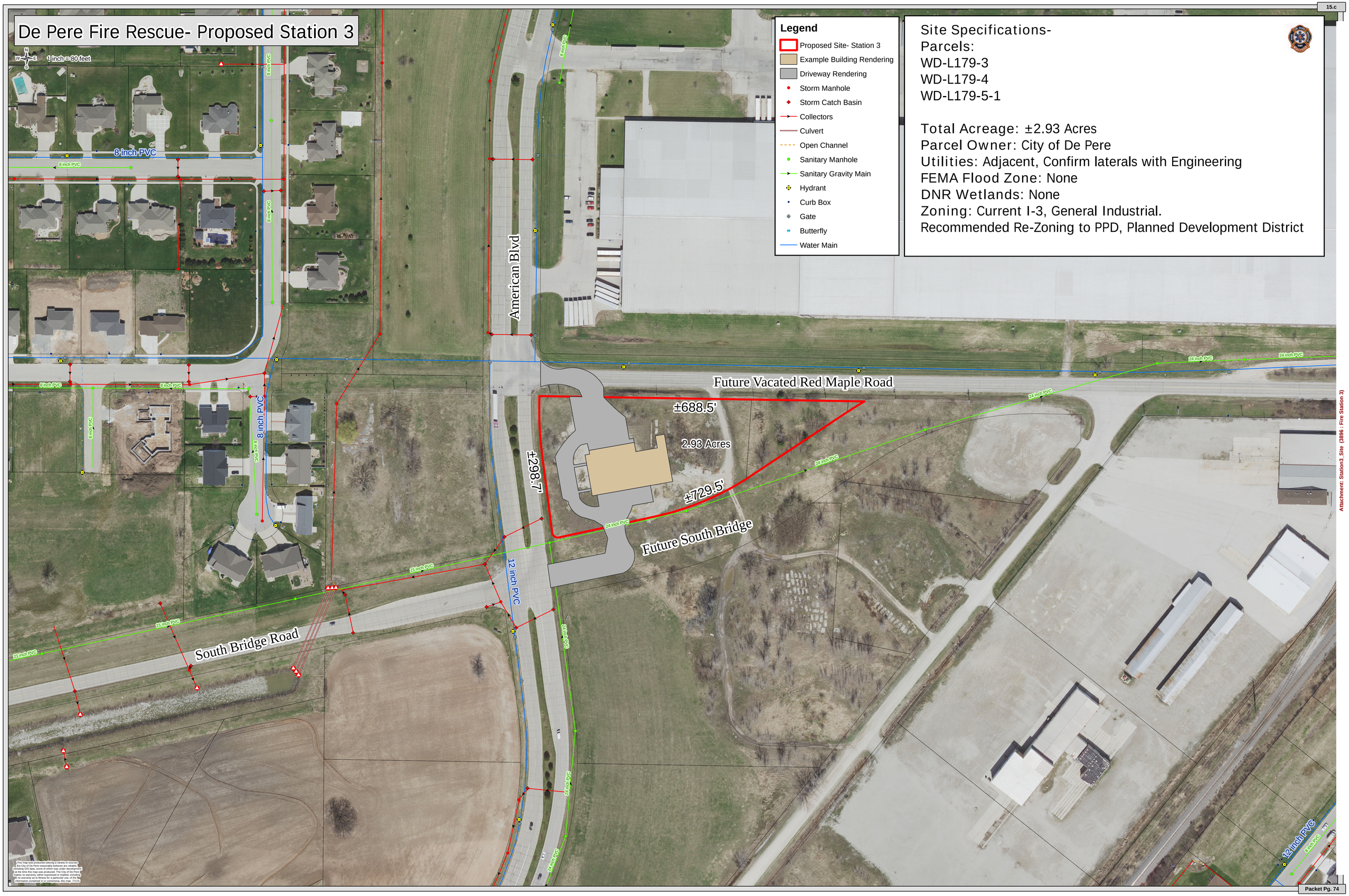
The plat plan for this property, as well as the 5 minute response zones, is included as attachments for your review. If the De Pere Planning Commission would consider approval of this request for final action by the Common Council, it would be greatly appreciated. Thank you for your consideration of this request. I stand ready to respond to any questions that the Commission may have at this time.



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. 7/6/15

Attachment: Station3_Area24x36 (3896 : Fire Station 3)

De Pere Fire Rescue- Proposed Station 3



Site Specifications-
Parcels:
WD-L179-3
WD-L179-4
WD-L179-5-1

Total Acreage: ±2.93 Acres
Parcel Owner: City of De Pere
Utilities: Adjacent, Confirm laterals with Engineering
FEMA Flood Zone: None
DNR Wetlands: None
Zoning: Current I-3, General Industrial.
Recommended Re-Zoning to PPD, Planned Development District

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 as to the accuracy of the information and no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 7/1/15

Attachment: Station3_Site (3896 : Fire Station 3)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**Information Technology**
FROM:	**Steve Massey**
SUBJECT:	**Recommendation from the Finance Committee to approve transfer of funds from Unassigned Reserves to the EOC account for secure video conferencing from the City Hall Situation Room to the Brown County EOC.**

Approved at Finance meeting on 09/08/15.

ATTACHMENTS:

- Mayor & F-P - fund transfer request 9-3-15 (DOCX)

MEMORANDUM

TO: Mayor Michael J. Walsh
Finance/Personnel Committee Members

FROM: Steve Massey, City IT Administrator

DATE: September 3, 2015

RE: Request to Transfer Funds from Unassigned Reserves

The Emergency Operations Center (EOC) account (#100-52200-341) in the city's General Fund budget is used to fund EOC related meetings and activities. Under direction of the Mayor and the EOC Team, a plan was formulated to provide a direct fiber optic connection from the City of De Pere to the City of Green Bay. The direct fiber connection would allow secure video conferencing between the Brown County EOC and the City of De Pere Situation Room located on Floor 2 of City Hall.

The 2015 adopted budget for the EOC account was $500 and the current balance is $19. The video conferencing equipment was purchased by the Health Department with grant money. To bring the video conferencing solution online addition expenditures are necessary. Cost breakdown estimates as follows (Note: pricing below is an estimate as we are waiting on final quotes):

- Fiber Optic Consulting/Splicing $2,500
- Fiber Optic Network Equipment $ 400
- Audio Video Equipment $1,500

Total $4,400

The City of De Pere Water Department will heavily utilize the direct fiber connection once water billing has been migrated to the City of Green Bay Water Department. The City of De Pere Water Department has agreed to fund 90% of the fiber optic consulting/splicing and network equipment required to complete the direct fiber connection. The payment of $2,250 from the De Pere Water Department reduces the $4,400 to $2,150. In order to pay the $2,150 for additional equipment and services necessary to bring the video conferencing solution online, a transfer of $2,150 from unassigned reserves is necessary.

If you have any questions or concerns, please let me know.

SDM
Attachment
H:\Project\Situation Room\Finance-Personel Committee\Memo - Request to Transfer Funds - Situation Room.docx

Attachment: Mayor & F-P - fund transfer request 9-3-15 (3964 : Consider Request by City IT Administrator to Transfer Funds from Unassigned

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Ordinance #15-26, Creating §18-3(e) De Pere Municipal Code Regarding Crossing Guards.**

ATTACHMENTS:

- Ord15-26 (DOCX)
- Crossing Guard Memo (PDF)

ORDINANCE #15-26

CREATING §18-3(e) DE PERE MUNICIPAL CODE
REGARDING CROSSING GUARDS

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN AS FOLLOWS:

SECTION 1: §18-3(e), is hereby created to read as follows:

(e) *Crossing Guards.* As permitted under Wis. Stats. §349.215, the Chief of Police shall appoint such adult crossing guards as determined necessary and within the department budget. The Chief of Police or his/her designee shall be responsible for the supervision and direction of the crossing guards. All crossing guards shall wear such equipment or uniform as prescribed by the Chief of Police.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of September, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____
Publication Date: _____
Effective Date: _____

Attachment: Ord15-26 (3935 : Ordinance #15-26, Regarding Crossing Guards)

CITY OF DE PERE MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Judith Schmidt-Lehman, City Attorney
RE: Crossing Guard Ordinance
Date: August 31, 2015

The Police Chief discovered this summer that the City's current municipal code does not contain an ordinance which appears to be required under state law for purposes of employing crossing guards. Specifically, Wis. Stats. §349.215 provides:

> **349.215 Authority to appoint school crossing guards.** The governing body of any city, village, town or county may by ordinance provide for the appointment of adult school crossing guards for the protection of persons who are crossing a highway in the vicinity of a school. The school crossing guards shall wear insignia or uniforms which designate them as school crossing guards and shall be equipped with signals or signs to direct traffic to stop at school crossings.

The City's municipal code does not have any such reference. It is not known whether a previous ordinance was adopted but somehow not included in the code; however since the code is silent on the appointment of crossing guards, the better course is to conform with state law by adopting the required ordinance.

Attached is a draft ordinance which is modeled after the one in effect in Green Bay for your review.

If you have any questions regarding this, please call me at 339-4042.

JSL:jld
Attachment
c: Lawrence Delo, City Administrator
Derek Beiderwieden, Police Chief
H:\jdupont\Memos\2015\Mayor & F-P-crossing guard ordinance.docx

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #15-99, Authorizing Agreement Extending Option to Purchase Between the City of De Pere and Liska Enterprises, LLC.**

ATTACHMENTS:

- Reso15-99 (DOCX)
- Liska - option extension 9-15-138-002-12 (DOCX)
- Exhibit 1 - Liska (PDF)
- Liska Memo (PDF)

RESOLUTION #15-99

AUTHORIZING AGREEMENT EXTENDING OPTION TO PURCHASE BETWEEN THE CITY OF DE PERE AND LISKA ENTERPRISES, LLC

WHEREAS, the City of De Pere and Liska Enterprises, LLC are parties to an Agreement Regarding the Sale/Purchase and Option to Purchase Certain Property, dated July 31, 2012; and

WHEREAS, such Agreement provides for a three year option to purchase certain property owned by the City, upon such terms and conditions as outlined in the Agreement; and

WHEREAS, the City and Liska Enterprises, LLC wish to extend said option to purchase for an additional three year period upon the terms and conditions of the attached Agreement Extending Option to Purchase.; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BET IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute such Agreement Extending Option to Purchase as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of September, 2015.

APPROVED:

_____

Michael J. Walsh, Mayor

ATTEST:

_____

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-99 (3936 : Resolution #15-99, Liska Enterprises (MetalStorm) extension of Option to Purchase)

AGREEMENT EXTENDING OPTION TO PURCHASE BETWEEN THE CITY OF DE PERE AND LISKA ENTERPRISES, LLC

THIS AGREEMENT is entered into this _____ day of _____, 2015, by and between the City of De Pere (City), a Wisconsin municipal corporation and Liska Enterprises, LLC, a Wisconsin limited liability company (Developer).

WHEREAS, City and Developer are parties to an Agreement Regarding the Sale/Purchase and Option to Purchase Certain Property, dated July 31, 2012, a copy of which is attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, such Agreement provides for a three year option to purchase certain property owned by the City, upon such terms and conditions as outlined in the Agreement; and

WHEREAS, the parties wish to extend said option to purchase for an additional three year period; and

WHEREAS, the City desires to promote this development.

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

1. The option to purchase an approximate 4.0 acre parcel of property owned by City, located in the Southbridge Business Park, legally described as:

   Lot 2 of Volume 57 Certified Survey Maps page 249, Brown County Map No. 8234, being part of Williams Grant Lot 107, in the City of De Pere, West side of Fox River, Brown County, Wisconsin.

   is hereby extended by an additional three year period, and shall expire July 31, 2018.

Attachment: Liska - option extension 9-15-138-002-12 (3936 : Resolution #15-99, Liska Enterprises (MetalStorm) extension of Option to

2. All other terms, conditions, requirements, and obligations found in the Agreement (Exhibit 1), including Developer's exercise of said option and purchase price therefore, are incorporated herein by reference and remain unaffected by this Agreement extending option.

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

LISKA ENTERPRISES, LLC
By:

_____
Randall J. Liska
Print Title:_____

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2015, the above named Randall J. Liska, known as the person(s) who executed the foregoing instrument and acknowledge the same.

_____
Notary Public:
My Commission expires:_____

CITY OF DE PERE

_____
Michael J. Walsh, Mayor

_____
Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2015, the above named Michael J. Walsh, Mayor and Shana L. Defnet, Clerk-Treasurer, known as the persons who executed the foregoing instrument and acknowledge the same.

_____
Notary Public:
My Commission expires:_____

Drafted by: Judith Schmidt-Lehman
H:\jdupont\Agreements\2015\Liska - option extension 9-15-138-002-12.docx

Attachment: Liska - option extension 9-15-138-002-12 (3936 : Resolution #15-99, Liska Enterprises (MetalStorm) extension of Option to

AGREEMENT REGARDING THE SALE/PURCHASE AND OPTION TO PURCHASE CERTAIN PROPERTY BETWEEN THE CITY OF DE PERE AND LISKA ENTERPRISES, LLC

THIS AGREEMENT, made and entered into this 31st day of July, 2012, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Liska Enterprises, LLC, a Wisconsin limited liability company ("Developer").

RECITATIONS

WHEREAS, City owns certain property within its corporate limits known as the Southbridge Business Park, and wishes to develop a portion of this Business Park; and

WHEREAS, Developer desires to enter into an agreement to purchase an approximate 4.0+/- acre parcel for the purpose of constructing their corporate headquarters and manufacturing building and for an option to purchase an additional 4.0+/- acre parcel adjacent thereto for future expansion; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 6 (the "District") and adopted a Project Plan (the "Project Plan") for the District authorizing the expenditure of funds within the District; and

WHEREAS, Developer's intended building development is consistent with the Project Plan and will be beneficial to the City; and

WHEREAS, Developer's ability to develop the office and manufacturing complex is contingent upon the City's providing financial and other assistance to Developer on the terms set forth in this Agreement; and

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

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

I. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City agrees to sell, the approximate 4.0 acre parcel of real estate shown as Lot 1 on the Preliminary Certified Survey Map (CSM) which is attached hereto as Exhibit A. Such parcel is identified on Exhibit A and as the "Fee Parcel."

A. Purchase Price. The purchase price for the Fee Parcel shall be One Hundred Sixty Thousand Dollars ($160,000).

B. Municipal Improvements and Utilities. The purchase price for the Fee Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer, sanitary sewer, municipal water, and by the following private utility improvements: electric service, natural gas and telecommunication services. All of such improvements and utilities shall be available from and located in and along the entire length of the City right-of-way and applicable utilities easements along American Court. The purchase price however is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Fee Parcel.

C. Earnest Money. City acknowledges the receipt of earnest money from Developer in the amount of $500. Such earnest money shall be credited against the purchase price upon closing on the property. Should the property sale fail to close for reasons not attributable to the City, the earnest money shall be forfeited to City.

II. CLOSING PROCEDURE. Closing shall take place on or before August 15, 2012 at De Pere City Hall unless the parties otherwise agree in writing. The following constitute

contingencies and conditions precedent to Developer's obligation to close on its purchase of the Fee Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

A. **Obligation to Close.** City shall take all steps required and necessary to have the Preliminary CSM (Exhibit A) approved and recorded in the Brown County Register of Deeds office. Developer shall be provided a copy of such recorded CSM.

B. **Evidence of Title/Title Defects.** The 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 five (5) 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 to be marketable. City shall cause, at its cost and expense, satisfy 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.

C. **Closing Costs.** City shall pay all closing costs usually and customarily paid by sellers, including the cost of the title insurance as provided herein.

D. Conveyance of Title. City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

1. Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the property.
2. Easements of record provided the same do not restrict or interfere with the intended use of the property.
3. Obligations contained in this Agreement.

E. Access Prior to Closing. City shall permit Developer access to the Fee Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its 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 reasonable attorney fees.

III. OPTION TO PURCHASE

A. In consideration of, and contingent upon, the annual payment of $2,000 ($500/acre x 4.0/acres) commencing the date of this Agreement and due and payable on or before the anniversary thereof for the following two (2) years, City grants Developer a thirty-six (36) month option to purchase the 4.0 acre parcel described in Exhibit A as "Lot 2", and hereinafter referred to as "the Option Parcel".

B. Option Period. The thirty-six (36) month option period shall run from the date of this Agreement. Developer shall have an exclusive option to purchase the Option Parcel and City shall not convey any right, title, or interest to the Option Parcel without the written consent or waiver of Developer. It is specifically understood that any rights to the Option Parcel are contingent upon Developer's compliance with this section and the timely payment of the above referenced option fee.

C. Failure to Pay Annual Option Fee. If Developer fails to make timely payment of the option fee, City shall be released of all obligations in regard to Developer and the Option Parcel and may market and convey the Option Parcel without any notice or consent of Developer.

D. Exercise of Option. Upon service of written notice to City, the parties shall set a mutually agreeable date for closing not more than sixty (60) days from the date of receipt of such notice. The purchase price for the Option Parcel shall be forty thousand dollars ($40,000) per acre. Said purchase price shall cover all municipal improvements located adjacent to the site, including concrete paving, curb and gutter, lighting, natural gas, storm sewer, sanitary sewer and municipal water. No assessment will be made to the Option Parcel for these public improvements. This paragraph shall not limit the City's ability to assess the Option Parcel for future public improvements. All option fees paid by Developer will be credited to the purchase price at closing.

E. Warranties. The warranties and representations made by City covering Utilities (I.B), Evidence of Title (II.B), Closing Costs (II.C), Conveyance of Title (II.D), Access Prior to Closing (II.E), and Environmental Warranties and Indemnities (IV.), regarding the Fee Parcel are likewise made with respect to the Option Parcel.

IV. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. City has forwarded to Developer a Phase I Environmental Audit of the Fee Parcel. At the time of purchase of the property, the City made reasonable inquiries into the use of the property and was informed that during the time of the party's prior ownership, the Fee Parcel was used as farm land. Based on the results of those inquiries and information supplied to date, City represents as follows:

1. **Past Use of Property.** To the best of its knowledge, no portion of the Fee Parcel has ever been used:

(a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.

(b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

(c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.

(d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.

(e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.

(f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

2. **Release of Hazardous Substances.** To the best of its knowledge, the City is of the belief that there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the property subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C. 9601, et seq., or subject to any action that may make the buyer liable in tort under common law, public, or private nuisance action. This representation is made subject to further inquiry referenced as a Phase I Environmental Study, above.

3. **Threatened or Pending Environmental Litigation.** No portion of the Fee Parcel is the subject of threatened or pending investigation or lawsuit or administrative action by any person, forum, governmental body or any entity relating to or arising from any manner of circumstances subject to regulation pursuant to any statute, ordinances, or regulations.

4. **Compliance with federal, state, or local environmental laws.** The current use of the Fee Parcel is fully in compliance with all federal, state, county, and municipal laws and regulations.

5. **Flood plain or wetlands.** Fee Parcel is located in an area not currently identified as flood plain or shoreland-wetlands under Chapter 15 De Pere Municipal Code.

B. Provisions to Survive Closing. The representation provisions of this section shall survive the closing of this transaction.

V. CITY OBLIGATIONS

A. The City agrees to make two grants (collectively, the "Project Grants," and

individually, a "Project Grant") to defray the costs of the office building development. The aggregate amount of the Project Grants shall be $300,000, on the following schedule:

(1) Project Grant #1: $150,000 upon completion of building foundation

(2) Project Grant #2: $150,000 upon issuance of the building Certificate of Occupancy

B. The aggregate amount of the Project Grants is premised upon the completed office building and the land upon which it is located having an Assessed Value for real property tax purposes of not less than $750,000 as of January 2, 2013 and not less than $1,500,000 as of January 2, 2014. If the Assessed Value of the office building and land as of either date is less than stated above, Developer and its successors and assigns, agrees to make payment to City in lieu of taxes as provided in Section VI.B. below.

VI. DEVELOPER OBLIGATIONS

A. Construction

1. Site Plan. Developer shall submit a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities and erosion control), accessory building or structures, and any other information related to the construction and appearance of the site and building and any accessory buildings or structures thereon which may be reasonably required by City. Said plan shall be submitted to City for approval not more than six (6) months after the date of closing on the parcel and prior to any construction. Approval and review of such plan shall be based on the City's Planning and Development Standards for

the Business Park and may be subject to additional reasonable conditions imposed at the reasonable discretion of the City. If the provisions of this paragraph are not complied with, the City may proceed as provided in paragraph 3, below.

2. **Developer to Substantially Improve.** Developer shall substantially develop the building and improvements on the property in accordance with the plan submitted to the City within twelve (12) months of the closing of the property. Substantial development as used in this Agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this Agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be accomplished within a reasonable time, taking into consideration the normal industry standards for the type and complexity of construction involved. Determination of substantial development is to be at the reasonable discretion of City.

3. **Failure to Submit Site Plan or Substantially Develop.** If, in the reasonable discretion of City, Developer has not complied with the provisions of paragraphs 1 or 2, above, City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory plan or substantially developed the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property

less any real property taxes due or liens or judgments of record. If repurchase is made under this section, 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 Fee Parcel as a result or consequence of Developer's ownership or construction efforts thereon. If Developer is delayed from achieving substantial development as required in this Agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

4. **Repurchase Closing.** Closing for repurchase as contemplated in Section VI.A., paragraph 3, above, shall occur not less than sixty (60) days from the date of termination of the notice referred to therein, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.

B. Guarantee of Value. Developer warrants that as of January 2, 2013, the value of the Office Building and land shall not be less than $750,000 and as of January 2,

2014, not less than $1,500,000 (individually, the Guaranteed Value and collectively, the Guaranteed Value). Developer, for itself, its successors and assigns, agrees that should the Assessed Value in 2013 be less than the Guaranteed Value or should the Assessed Value in 2014 be less than the Guaranteed Value, it will 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 Guaranteed Value. Such Deficit Payment shall be determined as follows:

(1) The amount of the Deficit Payment shall be determined by subtracting the Assessed Value from the Guaranteed Value. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for that tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it was due.

(2) If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.

C. Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District to appeal the Assessed Value of the Office Building and land below the value at which the Office Building and land is assessed as of January 2, 2014.

D. For the duration of the statutory life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Fee Property to an entity whereby

such sale or lease would cause such portion of the Fee Parcel to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Fee Parcel during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Fee Parcel or any portion thereof to become tax exempt. Should the Office Building and/or Property nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that payment in lieu of tax shall then be made by the owner of the Fee Parcel in accordance with the process set out above.

VII. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has fifteen (15) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other

party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VIII. MISCELLANEOUS.

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding on all subsequent owners of the Fee Parcel as applicable. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Developer may assign this agreement in its entirety only upon written notice of Assignment to City, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

C. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

D. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and

communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:

   Liska Enterprises, LLC
   7244 Pleasant View Rd
   Morrison, WI 54126

2. If to City:

   City of De Pere
   City Clerk-Treasurer
   335 South Broadway Street
   De Pere, WI 54115

   With a copy to:

   City of De Pere
   City Administrator
   335 South Broadway Street
   De Pere, WI 54115

E. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

F. Entire Agreement. This agreement contains all agreements, terms, covenants, conditions, warranties, and representations 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.

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

LISKA ENTERPERISES, LLC
By:

Randall J. Liska

Print Name: Randall J. Liska
Title:

Print Name:
Title:

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this 13th day of Aug, 2012, the above named Randall Liska and _____, known as the person(s) who executed the foregoing instrument and acknowledge the same.

Judith Schmidt-Lehman
Notary Public: Judith Schmidt-Lehman
My Commission expires: Permanent

CITY OF DE PERE

Michael J. Walsh

Michael J. Walsh, Mayor

Shana Defnet

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this 31st day of July, 2012, the above named Michael J. Walsh, Mayor and Shana L. Defnet, Clerk-Treasurer. known as the persons who executed the foregoing instrument and acknowledge the same.

Jennifer Dupont
Notary Public: Jennifer Dupont
My Commission expires: 5/15/16

JENNIFER DUPONT NOTARY PUBLIC STATE OF WISCONSIN

Drafted by: Judith Schmidt-Lehman

H:\jdupont\Agreements\2012\Sale & Purchase Agreement (Liska) 6-12-138-002-12.docx

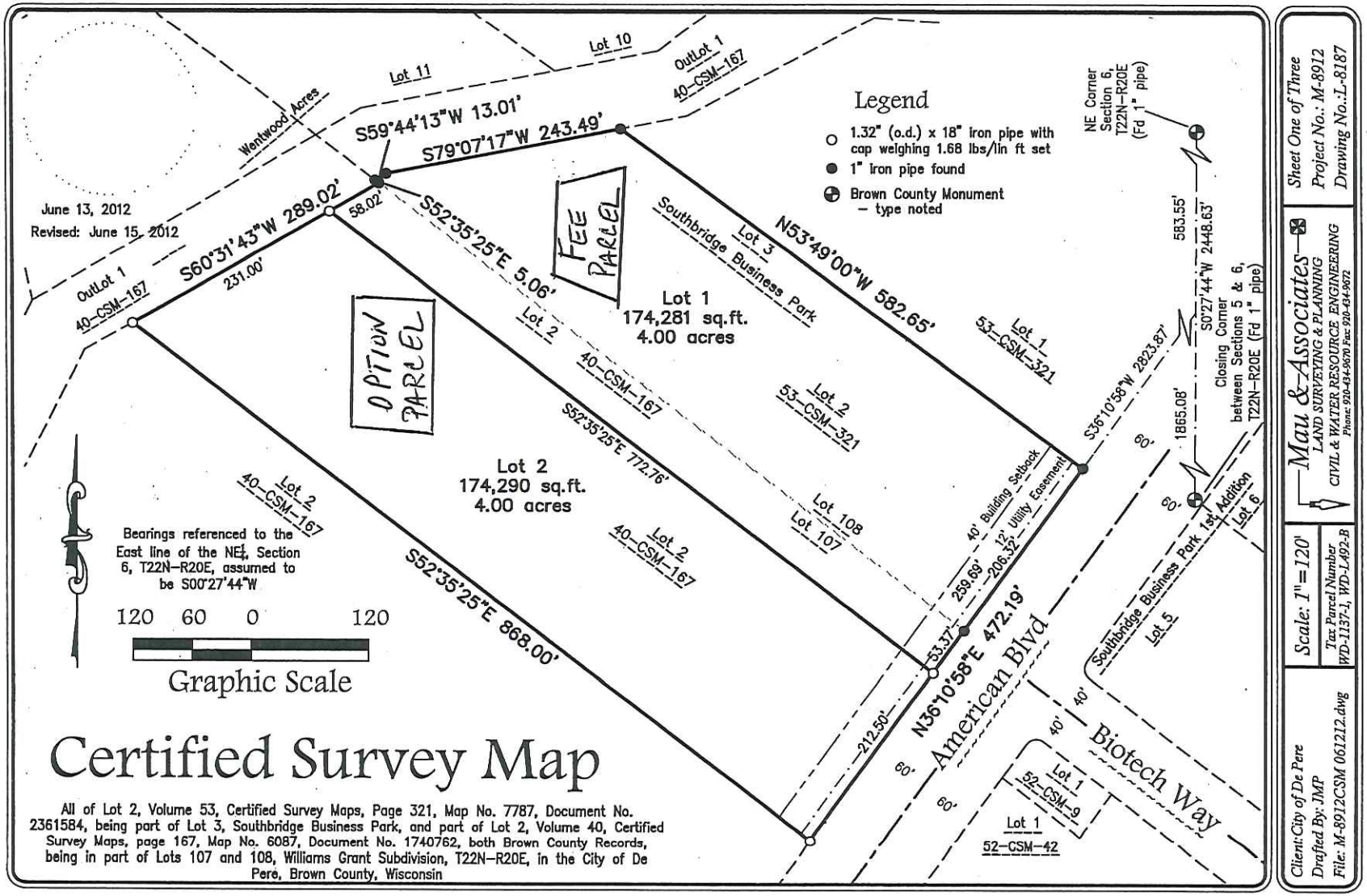

Certified Survey Map
All of Lot 2, Volume 53, Certified Survey Maps, Page 321, Map No. 7787, Document No. 2361584, being part of Lot 3, Southbridge Business Park, and part of Lot 2, Volume 40, Certified Survey Maps, page 167, Map No. 6087, Document No. 1740762, both Brown County Records, being in part of Lots 107 and 108, Williams Grant Subdivision, T22N–R20E, in the City of De Pere, Brown County, Wisconsin
June 13, 2012
Revised: June 15, 2012
Legend
1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
1" iron pipe found
Brown County Monument – type noted
Graphic Scale
120 60 0 120
Bearings referenced to the East line of the NE¼, Section 6, T22N–R20E, assumed to be S00°27'44"W
S60°31'43"W 289.02'
231.00'
58.02'
S59°44'13"W 13.01'
S79°07'17"W 243.49'
S52°35'25"E 5.06'
N53°49'00"W 582.65'
S52°35'25"E 772.76'
S52°35'25"E 868.00'
N36°10'58"E 472.19'
S36°10'58"W 2823.87'
S0°27'44"W 2448.63'
583.55'
1865.08'
53.37'
259.69'
206.32'
212.50'
Lot 1
174,281 sq.ft.
4.00 acres
Lot 2
174,290 sq.ft.
4.00 acres
FEE PARCEL
OPTION PARCEL
Lot 10
Lot 11
OutLot 1
40–CSM–167
Wentwood Acres
Southbridge Business Park
Lot 3
Lot 2
53–CSM–321
Lot 1
53–CSM–321
Lot 108
Lot 107
40' Building Setback
12' Utility Easement
American Blvd
Biotech Way
Southbridge Business Park 1st Addition
Lot 5
Lot 6
Lot 1
52–CSM–9
Lot 1
52–CSM–42
NE Corner Section 6, T22N–R20E (Fd 1" pipe)
Closing Corner between Sections 5 & 6, T22N–R20E (Fd 1" pipe)
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone 920-434-9670 Fax 920-434-9672
Sheet One of Three
Project No.: M-8912
Drawing No.:L-8187
Scale: 1"=120'
Tax Parcel Number WD-1137-1, WD-1492-B
Client: City of De Pere
Drafted By: JMP
File: M-8912CSM 061212.dwg

Exhibit A

CITY OF DE PERE MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Judith Schmidt-Lehman, City Attorney
RE: Request of Liska Enterprises, LLC for Extension of Option to Purchase
Date: August 31, 2015

In August 2012, the City sold a four acre parcel (WD-1137-1) on American Boulevard to Liska Enterprises, LLC for construction of the Metal Storm facility. At the same time, a three-year option to purchase an adjacent four acre parcel (WD-1137-2) was also granted to accommodate future expansion of the business. Although the Metal Storm business is thriving, it is not yet at the point of expansion. Therefore, Mr. Randy Liska, principal of Liska Enterprises, LLC, has requested a three-year extension of the option to allow for the expansion if the projected growth occurs. The annual option fee of $2,000 ($500/acre) would remain the same.

Staff recommends approval of the request for a three-year extension of the option to purchase parcel WD-1137-2.

JSL:jld
c: Lawrence Delo, City Administrator
Alderpersons Boyd, Kneiszel, Raasch, Bauer
H:\jdupont\Memos\2015\Mayor & F-P-Liska 8-31-15-138-002-12.docx

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #15-100, Authorizing Assignment and Consent to Assignment Between Nicholas Vande Voort, Philip Robertson and the City of De Pere.**

ATTACHMENTS:

- Reso15-100 (DOCX)
- Farm Lease Assignment 9-15-145-001-07 (DOCX)
- Exhibit 1 - Farm Lease Robertson (PDF)
- Farm Lease Memo (PDF)

RESOLUTION #15-100

AUTHORIZING ASSIGNMENT AND CONSENT TO ASSIGNMENT BETWEEN
NICHOLAS VANDE VOORT, PHILIP ROBERTSON
AND THE CITY OF DE PERE

WHEREAS, the City and Nicholas Vande Voort are parties to a Farm Lease dated September 26, 2014; and

WHEREAS, Mr. Vande Voort has notified the City of his inability to fulfil the remaining four (4) years of the Farm Lease after the 2015 growing season; and

WHEREAS, Philip Robertson, who has assisted Mr. Vande Voort in his fulfilment of farming activities under the Farm Lease, has notified City of his interest in assuming obligations, rights and responsibilities under the Farm Lease; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BET IT HEREBY RESOLVED THAT:

> The Mayor and Clerk-Treasurer are authorized and directed to execute such Assignment and Consent to Assignment as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of September, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-100 (3953 : Resolution #15-100, Assumption of Farm Lease by Philip Robertson)

ASSIGNMENT AND CONSENT TO ASSIGNMENT BETWEEN NICHOLAS VANDE VOORT, PHILIP ROBERTSON AND THE CITY OF DE PERE

WHEREAS, the City of De Pere (City) and Nicholas Vande Voort (Vande Voort) are parties to a Farm Lease ("the Lease") dated September 26, 2014, a copy of which is attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, Vande Voort has notified the City of his inability to fulfil the remaining four (4) years of the Lease after the 2015 growing season; and

WHEREAS, Philip Robertson, who has assisted Vande Voort in Vande Voort's fulfilment of farming activities under the Lease, has notified City of his interest in assuming obligations, rights and responsibilities under the Lease; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends its approval thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein and made a part hereof by reference.

2. Nicholas Vande Voort does hereby assign and convey to Philip Robertson the Farm Lease dated September 26, 2014, including all rights, benefits, obligations, conditions and requirements contained therein.

3. Philip Robertson does hereby accept this assignment and further accepts and agrees to be bound by all of the terms and conditions of this Agreement and of Exhibit 1.

4. Philip Robertson further acknowledges that Parcel WD-L179-2, as of October 1, 2015, is no longer subject to the Lease.

5. The City does hereby consent to the foregoing assignment and assumption by Philip Robertson of the rights, benefits, obligations, conditions and requirements contained in Exhibit 1.

6. All other provisions of Exhibit 1 remain in full force and effect.

[Signatures on following page]

Attachment: Farm Lease Assignment 9-15-145-001-07 (3953 : Resolution #15-100, Assumption of Farm Lease by Philip Robertson)

Dated in De Pere, Wisconsin, this _____ day of _____, 2015.

CITY OF DE PERE

_____
Michael J. Walsh, Mayor

_____
Shana L. Defnet, Clerk-Treasurer

NICHOLAS VANDE VOORT

_____
Nicholas Vande Voort

PHILIP ROBERTSON

_____
Philip Robertson

H:\jdupont\Leases\2015\Farm Lease Assignment 9-15-145-001-07.docx

Attachment: Farm Lease Assignment 9-15-145-001-07 (3953 : Resolution #15-100, Assumption of Farm Lease by Philip Robertson)

FARM LEASE
(93 acres along American Boulevard)

THIS LEASE is made and entered into as of this 26th day of September, 2014 by and between the City of De Pere, Wisconsin, a municipal corporation ("Lessor"), and Nicholas Vande Voort, an individual ("Lessee").

1. Leased Premises. Lessor does hereby lease to Lessee the following described real property comprising a total of 93± acres in the City of De Pere, Brown County, Wisconsin, to-wit:

WD-L179-2	WD-1624	WD-1138
WD-L179	WD-1625	WD-1138-1
WD-1620	WD-1626	WD-L492-B
WD-1621	WD -1379	WD-1759
WD-1623		

A map showing said parcels is attached and incorporated as Exhibit A.

2. Term. This lease shall be for a term of five (5) years, commencing as of January 1, 2015 and terminating on December 31, 2019. In addition, Lessee shall have the option to extend such lease for an additional two (2) year period upon the same terms and conditions of this lease. Lessee shall provide Lessor written notice of the exercise of this option at least six (6) months (on or before July 1, 2019) before the expiration of the lease. Failure to provide Lessor with written notice of the exercise of the option shall operate to forfeit all rights, title and interest of Lessee in the option.

3. Early Termination. In the event that Lessor sells or otherwise determines a need for any portion of the property which is the subject of this lease during the lease term, then Lessor may, at its sole option, terminate and cancel this lease or any portion thereof by giving a thirty (30) day notice to Lessee, who shall thereupon vacate the premises in accordance with the terms

of such notice. Lessee may terminate this lease at any time by giving Lessor six (6) months' notice of such termination.

4. Effect of Early Termination. In the event any part of this lease is terminated by Lessor as provided in paragraph 3, above, Lessor shall be responsible for and reimburse Lessee for damages suffered by Lessee, including the reasonable value of crops damaged or unable to be harvested as a result of said termination, not to exceed any rents paid by Lessee. In the event this lease is terminated by Lessee, Lessee shall forfeit any and all claim(s) of any nature whatsoever for any work performed, materials or supplies, including seed provided, or any other cost which Lessee may have incurred.

5. Obligations of Lessee. Lessee shall use said property for general farming purposes and shall care for the same according to standard industry practices and shall mow all land not seeded or planted for the following crop season. Lessee warrants herein not to use any herbicide/fertilizer/pesticide which may prevent for any period of time residential grass growth on any lands leased hereunder unless authorized in writing by the City Administrator.

Additionally, Lessee acknowledges that there exist lot line pipes identifying the lot parameters of certain lots subject to this lease, which, if damaged or destroyed, would result in considerable inconvenience and expense to Lessor. Therefore, Lessee agrees to indemnify and hold harmless Lessor for any and all costs associated with damage to such lot line pipes during the term of this lease.

6. Sublease. Should Lessee desire to sublease such property, prior written approval of Lessor shall be obtained by Lessee, when approved shall not be unreasonably withheld.

7. Rent. For 2015, Lessee shall pay rent to Lessor in the amount of $68.25/acre for a total annual rent of $6,347.55. The annual rent shall be increased by an amount equal to the

previous year's rent times the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, for the previous year. Lessor shall inform the Lessee in writing of the amount of increase in rent by December 15 of the year preceding the CPI-U rent increase.

8. Payment of Rent. Rent shall be paid in advance, in two equal payments. The first payment shall be made on or before January 1st of each year of the lease with the second payment on or before July 1st of each year of the lease.

9. Hold Harmless and Certificate of Insurance. Lessee shall save and hold harmless Lessor from any and all claims, actions, or liability for any injury or damage to property or persons occurring on or about the premises demised hereunder where such injury or damage has arisen out of Lessee's action or inaction or that of Lessee's agents, contractors, or employees. This hold harmless is intended to protect Lessor from any and all claims and actions for injury or damage to the fullest extent provided by law, including payment for actual attorney fees reasonably incurred as a result of any such claim. To ensure Lessee's ability to perform under this provision, Lessee shall provide a certificate of general liability insurance in an amount of not less than One Million Dollars, naming Lessor as an additional insured as a term and condition of this lease.

10. Notice. Notice required or permitted hereunder shall be sent via U.S. Mail, 1st Class, postage prepaid to the following:

If to Lessor:	If to Lessee:
City Clerk-Treasurer City of De Pere 335 S. Broadway Street De Pere, WI 54115	Mr. Nicholas Vande Voort W2818 Angling Road Seymour, WI 54165

11. Miscellaneous. Lessee promises and agrees to pay the rent as provided herein and not to underlease or sublet said premises or any portion thereof or assign this lease without the prior written consent of Lessor. Lessee further agrees to quit and deliver the same to Lessor peacefully and quietly at the end of the term of this lease and to keep the same in good repair as the same are in at the commencement of the term of the lease. Lessee agrees to use and improve said premises using standard industry practices and to provide Lessor access to view the premises at all reasonable times. If Lessee shall fail to pay rent at the aforesaid times expressed in this lease or shall underlease or sublet the premises without the written consent of Lessor, Lessor may enter and expel Lessee and/or his assigns from the premises forthwith and thereupon said Lessee shall be held to have forfeited any rent that he may have paid hereunder and shall be liable to Lessor for any such payment or payments of rent hereunder which are then due and unpaid. In such case, the Lessor shall not be responsible for Lessee for any damages under this lease.

The covenants herein contained shall bind the parties mutually and their respective heirs, personal representatives, administrators, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed personally or by their duly authorized officers and their seals affixed hereto on the day and year first written above.

LESSEE

Nicholas Vande Voort

Nicholas Vande Voort

9-24-14

CITY OF DE PERE

Michael J. Walsh

Michael J. Walsh, Mayor

Shana L. Defnet

Shana L. Defnet, Clerk-Treasurer

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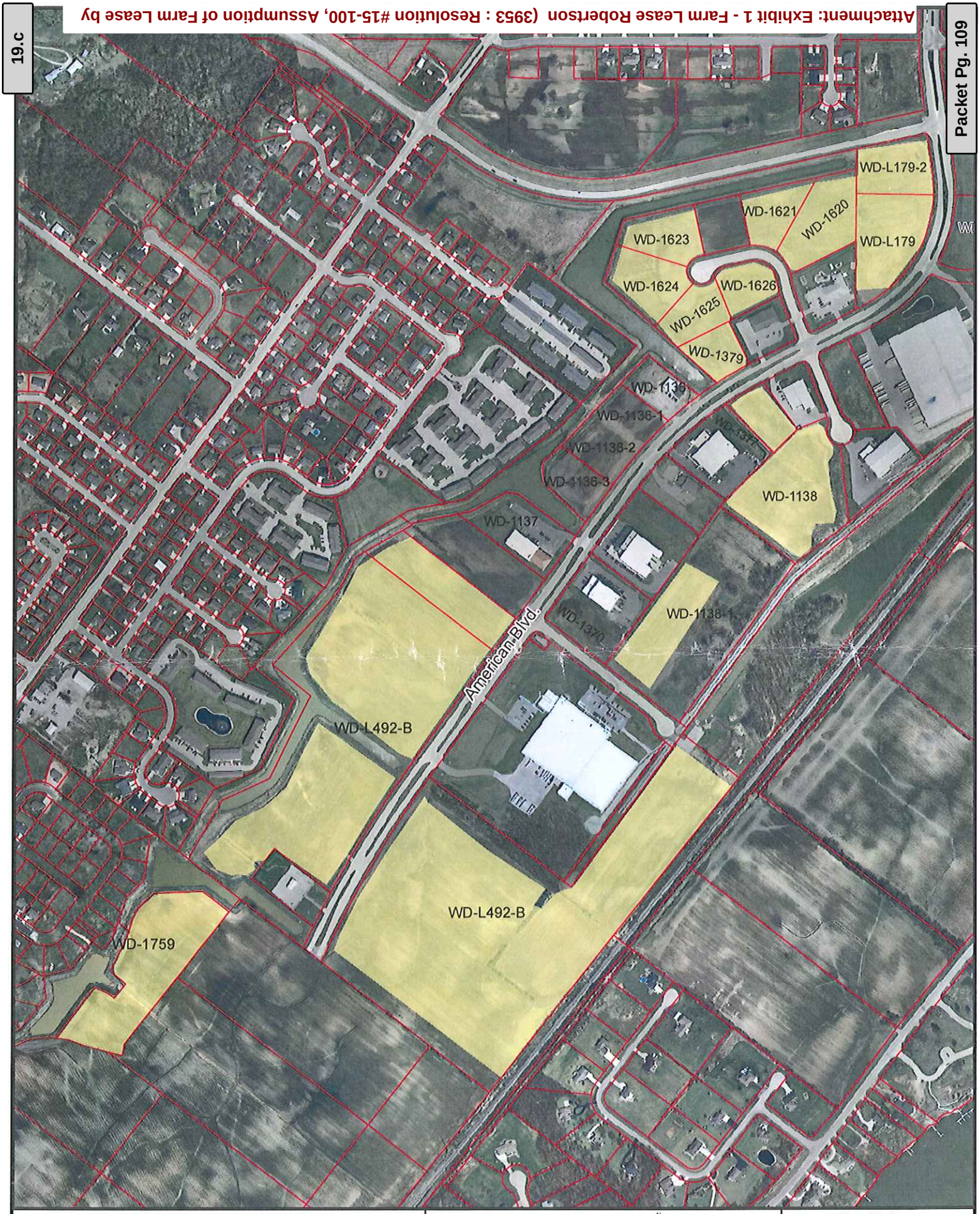

Exhibit A. 2015 Farm Lease Map.

93 Acres

Legend
Tax Parcels
Lease Areas

N W E S

0 500 1,000 Feet

City of De Pere

August 2014

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Family Insurance Center, Inc.
1017 Orchard Drive
Seymour, WI 54165
Eric DeBruin

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: VANDNI2

INSURED
Nick VandeVoort
N8528 State Rd 55
Seymour, WI 54165

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hastings Mutual Insurance	14176
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Farm Policy			FO9875134	09/05/2014	09/05/2015	Farm Land Liability	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of DePere is listed as additional insured.

CERTIFICATE HOLDER

City of DePere
335 S Broadway St
DePere, WI 54115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Eric DeBruin

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CITY OF DE PERE MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Judith Schmidt-Lehman, City Attorney
RE: Assumption of Farm Lease
Date: September 1, 2015

The City is currently a party to a farm lease with Nick Vande Voort covering about 93 acres of city property in the Business and Southbridge Business Parks. This lease expires December 31, 2019. Mr. Vande Voort gave notice on August 19, 2015 that after the end of this year he will not be able to continue the lease for health reasons. He provided the name of a colleague, Phil Robertson, who he has farmed with before and is interested in taking over the properties.

Mr. Robertson is interested in "taking over" the remaining four years on the lease.

Staff recommends approval of either an assignment of the current lease to Mr. Robertson or the drafting of a new lease on the same terms through 2019. Both methods are subject to Council approval.

JSL:jld
c: Lawrence Delo, City Administrator
H:\jdupont\Memos\2015\Mayor & F-P-farm lease 9-1-15-145-001-07.docx

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Resolution #15-101, Authorizing Agreement with Schenck, S.C. (Water Meter Salvage Review).**

ATTACHMENTS:

- Reso15-101 (DOCX)
- AUP engagement letter (PDF)
- WATERMETERSALVAGE-2015 (DOCX)

RESOLUTION #15-101

AUTHORIZING AGREEMENT WITH SCHENCK, S.C.
(Water Meter Salvage Review)

WHEREAS, the City wishes to retain the services of a certified public accounting firm to conduct a review of the City's water meter salvage proceeds and current procedures; and

WHEREAS, Schenck, S.C. has available and offers to provide personnel necessary to accomplish the required water meter salvage proceeds and procedure review within the required time frame; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the attached engagement letter with Schenck, S.C., for a water meter salvage proceeds and procedure review.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of September, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso15-101 (3950 : Resolution #15-101, Agreement with Schenck for study of salvaged water meters.)

Schenck SC
CPAs AND SO MUCH MORE.

September 1, 2015

Larry Delo, City Administrator
City of De Pere, Wisconsin
335 S. Broadway
De Pere, WI 54115

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for City of De Pere, Wisconsin (the "City").

We will apply the agreed-upon procedures listed below which the City of De Pere has specified, to financial records of the City of De Pere, Wisconsin. This engagement is solely to assist the City in comparing proceeds received from the sale of discarded water meters to projected or potential proceeds based on number of meters replaced and retired during the period of October 1, 2013 to August 31, 2015.

1. Utilizing a report from the City's utility billing system, estimate the number and size of water meters replaced and the number of meters retired. Estimate the potential salvage value of the meters retired. Confirm salvage value to proceeds received by the City and, also through inquiry of City employees and outside parties, if possible.
2. Interview City employees to determine procedures for retiring and storing old meters, delivering of old meters to buyers and remitting of salvage proceeds to City Treasurer. Review City Police Department report of investigation of the meter retiring and salvage value collection process.
3. Compare salvage proceeds recorded on City records to the potential salvage value of the estimated meters retired.
4. Prepare a report of findings and observations from completion of the procedures. Include recommendations for possible changes in procedures if noted.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed above do not constitute an audit examination, we will not express an opinion on the financial procedures of the City. In addition, we have no obligation to perform any procedures beyond those listed above.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the City of De Pere, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Attachment: AUP engagement letter (3950 : Resolution #15-101, Agreement with Schenck for study of salvaged water meters.)

You are responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Michael W. Konecny is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin our procedures within two weeks of authorization by the City Council at a mutually agreeable date and, unless unforeseeable problems are encountered, the engagement should be completed within three weeks of the conclusion of our fieldwork. At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the adequacy of the agreed-upon procedures.

We estimate approximately 24 hours will be needed to complete the engagement and that our fees for these services will not exceed $3,300. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-or-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Very truly yours,

Michael W. Konecny

Michael W. Konecny, CPA
Shareholder
Schenck SC

RESPONSE:

This letter correctly sets forth the understanding of the City of De Pere, Wisconsin.

By: _____

Title: _____

Date: _____

Attachment: AUP engagement letter (3950 : Resolution #15-101, Agreement with Schenck for study of salvaged water meters.)

To: Mayor Michael J. Walsh
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: Approval of Schenck Proposal for Review of Water Meter Salvage Proceeds and Procedures
Date: September 3, 2015

I have attached the proposal by Schenck SC to review procedures regarding our handling of salvaging retired water meters and determining their estimated proceeds to our actual results from the inception of the meter exchange program to August 31, 2015. The proposal identifies the agreed-upon procedures that they will perform including calculating the potential salvage value of the retired meters and comparing that to the amounts recorded in the City records, interviews of employees regarding meter salvaging procedures and reviews of internal records and reports, and recommendations for possible changes in our present procedures. Feel free to contact me prior to the Finance Meeting on September 8, 2015 should you have any questions. .

.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #15-102, Authorizing Purchase of Parcels ED-2679, ED-2688 and ED-2714 from Brown County.**

ATTACHMENTS:

- Reso15-102 (DOCX)

RESOLUTION #15-102

AUTHORIZING PURCHASE OF PARCELS
ED-2679, ED-2688 AND ED-2714
FROM BROWN COUNTY

WHEREAS, Brown County acquired, through property tax foreclosure, parcels ED-2679, ED-2688 and ED-2714, located in the City of De Pere, and has offered to sell said parcels to the City at the following purchase prices:

Parcel	Address	General Tax	Interest	Penalty	In Rem & Title Fees	Total
ED-2679	795 Killarny Trail	$ 5,196.70	$1,473.51	$737.00	$356.00	$7,763.21
ED-2688	741 Killarny Trail	$ 5,559.00	$1,428.90	$714.00	$356.00	$8,057.90
ED-2714	2128 Ryan Road	$ 5,110.40	$1,446.76	$724.00	$356.00	$7,637.16

; and

WHEREAS, the City has in excess of $7,000 in special charges against each such parcel as a result of liens placed upon the parcels for razing and removal of partial structures under Wis. Stats. §66.0413 and weed removal charges under Wis. Stats. §66.0627, and the Council wishes to recover such costs; and

WHEREAS, the Council finds that it is in the public interest to acquire these parcels from Brown County in order to recover costs already incurred for such properties; put the sale of the parcels out to bid in order for the City to realize the full fair market value of the properties; facilitate construction of single family residential homes upon these vacant and underutilized parcels.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The City Clerk-Treasurer is authorized and directed to draft checks payable to Brown County in such amounts as are listed above, plus recording fees of $30 per deed, and to transmit the same to the Brown County Treasurer in exchange for Quit Claim Deeds in favor of the City for each parcel.

Attachment: Reso15-102 (3928 : Resolution #15-102, Purchase of ED-2688; ED-2679; and ED-2714)

BE IT FURTHER RESOLVED THAT:

After the City has acquired such title, the Director of Planning & Economic Development is authorized and directed to put sale of such properties out for bid and to bring the results thereof to the Board of Public Work and Common Council for review and approval of the sale of said properties for single family development purposes.

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 15th day of September, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso15-102 (3928 : Resolution #15-102, Purchase of ED-2688; ED-2679; and ED-2714)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**Police**
FROM:	**Chad Opicka**
SUBJECT:	**Resolution #15-103, Authorizing Police Department Participation in OWI Task Force.**

The De Pere Police Department is again requesting permission to participate in the sixth Brown County OWI Task Force Grant with overtime funding provided by the Wisconsin Department of Transportation, Bureau of Traffic Safety (BOTS). Other participating agencies will include the Brown County Sheriff's Office, Green Bay Police Department, Ashwaubenon Public Safety, Hobart/Lawrence Police Department, State Patrol and University of Wisconsin - Green Bay.

The goal of the task force is to combine components of enforcement, education and awareness.

- Enforcement: The enforcement effort saturates areas within the County with officers from several agencies, and aggressively targets intoxicated drivers. Officers will identify, stop and arrest those suspected of drunken driving in the enforcement zone areas. Enforcement zones will be equally distributed in the jurisdictions of participating agencies. The Brown County Sheriff has authorized this task force and confers deputization upon those officers participating thereby eliminating jurisdiction issues.

- Education: Education will include billboard displays and media releases to educate the public of the enforcement effort and the dangers of drunken driving.

- Awareness: OWI enforcement zones will be signed to alert drivers that they are in an area saturated with officers specifically targeting drunken drivers. It will alert drivers that drunken drivers will not be tolerated (educational/preventative), and alert those that are intoxicated they will be arrested. The hours of operation will coincide with peak times of drunken driving activity.

The Task Force is funded by a grant through BOTS, and managed by the Green Bay Police Department. The grant funds the overtime associated with the activity at the rate set by the police departments. There is a 25% in-kind contribution from participating agencies that can include travel time, vehicle use, fuel, administrative costs, attending meetings etc.

The De Pere Police Department will commit two officers and two vehicles for each deployment of the Task Force. There will be between 8-12 Task Force officers and vehicles for each deployment. The city receives between 4 and 6 deployments ensuring an equal distribution of resources for those participating in the Task Force.

Municipalities and the County receive several benefits through participation in the Task Force. Personnel and resources are available to each community to combat drunken driving that no individual agency is able to achieve on its own. In the almost five years this program has been used, the task force has made over 700 OWI arrests in Brown County. It supports safer streets in De Pere and other areas in the county for all to travel on by warning motorists of the risks, and arresting those failing to drive sober. To show this, the number of fatalities, especially alcohol related fatalities, is significantly down versus years the task force didn't operate. There is "one voice" in Brown County that drunken driving will not be tolerated in any community and promotes a positive, collaborative, and focused message and effort among law enforcement agencies in the county.

Please accept our request for continued participation in the OWI Task Force. If you should have any questions, please contact me at 339-4076 at your convenience. Thank you.

ATTACHMENTS:

- Reso15-103 (DOCX)

RESOLUTION #15-103

AUTHORIZING POLICE DEPARTMENT PARTICIPATING
IN BROWN COUNTY OWI TASK FORCE

WHEREAS, Brown County has formed a sixth OWI (Operating While Intoxicated) Task Force through funding provided by the Wisconsin Department of Transportation Bureau of Traffic Safety (BOTS); and

WHEREAS, the Task Force, comprised of Brown County Sherriff's Department, Green Bay Police Department, Ashwaubenon Public Safety, Hobart/Lawrence Police Department, State Patrol and University of Wisconsin-Green Bay, in addition to De Pere, focuses on enforcement, education and awareness activities to combat operations of motor vehicle while impaired; and

WHEREAS, the De Pere Police Department wishes to again participate in the Task Force, with overtime costs related to enforcement activities funded through the grant; and

WHEREAS, a 25% in-kind match contribution, which can be accounted for by vehicle use, travel time, administrative costs and the like, is required of the City; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Police Chief is authorized on behalf of the City of De Pre to participate in the Brown County OWI Task Force as identified above, together with any subsequent OWI Task Force, provided participation has been approved by the Finance/Personnel Committee.

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.

Attachment: Reso15-103 (3952 : Resolution #15-103, OWI Task Force Grant)

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of September, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso15-103 (3952 : Resolution #15-103, OWI Task Force Grant)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**Planning**
FROM:	**Sarah Wallace**
SUBJECT:	**Resolution #15-104, Authorizing Historic Preservation Commission Application for Wisconsin Historical Society Historic Preservation Fund Subgrant.**

Through the Historic Preservation Commission, the City is requesting to apply for the 2016 Certified Local Government Sub-grant to update the 2001 Intensive Survey to reflect the additional buildings that would now be over 50 years old. Please see the attached information pertaining to the Sub-grant application.

ATTACHMENTS:

- HPR-subgrants-guide (PDF)
- Reso15-104 (DOCX)

WISCONSIN HISTORICAL SOCIETY

HISTORIC PRESERVATION FUND SUBGRANT

APPLICATION GUIDELINES

INTRODUCTION

Historic preservation fund subgrants are administered by the Wisconsin State Historic Preservation Office (SHPO) of the Wisconsin Historical Society (the Society). At the federal level, the program is managed by the National Park Service (NPS), U. S. Department of the Interior. The Historic Preservation Fund (HPF) is derived from federal offshore oil leases, not from tax revenues. The Catalog of Federal Assistance number is 15.904.

Please read the complete guidelines as they summarize the regulations that apply to subgrant funded projects and the procedures to be followed. The subgrantee must be able to comply with the required completion schedule. Failure to submit an application completed in accordance with these guidelines will result in automatic rejection of that application.

This subgrant program is funded by a federal grant; therefore, numerous federal rules and regulations apply. These rules are enforced to ensure that federal dollars spent on project-related work are auditable according to federal standards. The SHPO will supply subgrantees with copies of the relevant forms, state and federal regulations summarized in this guide, upon request. However, subgrantees should be aware that the SHPO assumes no liability for the failure of any subgrantee to follow required regulations.

WHO MAY APPLY

All Certified Local Governments.

Individuals and "for profit" organizations are not eligible for Certified Local Government (CLG) project types.

LETTER-OF-INTENT

Letters-of-intent to the SHPO are **required** for CLG projects. This letter should describe the proposed project and give the approximate amount of funds to be requested. A letter-of-intent can be a single page and will not formally obligate an organization. The letters-of-intent will be used by SHPO staff to anticipate funding requirements and to assist applicants in preparing their application. **Only** CLG type applications preceded by a letter-of-intent will be considered for funding. The letter-of-intent must be postmarked or received in the SHPO by September 12, 2014.

The SHPO will respond to letters-of-intent within three weeks.

Attachment: HPR-subgrants-guide (3837 : Resolution #15-104, 2016 CLG Sub-grant)

SUBGRANT FUNDING

The SHPO plans to award a total of approximately $100,000 in Subgrants each year. Successful applicants, those that best meet the criteria established for this project period (see page 4), usually each receive subgrants ranging from $2,000 (minimum) up to $25,000 (maximum).

All project related costs are paid by the applicant/subgrantee, with periodic reimbursement of up to 75 percent of the award (federal reimbursement) prior to completion. The remaining 25 percent of the award is held until all final products are received and approved by the DHP.

TYPICAL SEQUENCE OF SUBGRANT ACTIVITIES

Prior to Beginning Work

July	1.	SHPO develops criteria and announces it in various Wisconsin preservation- related publications.
August to September	2.	SHPO accepts letters-of-intent. All letters-of-intent must be postmarked or received at the SHPO office by September 12, 2014.
September to November	3.	SHPO accepts **signed** applications (original plus five copies). They must be postmarked or received at the SHPO office by November 14, 2014. Applications faxed or post marked later will not be considered.
November to December	4.	The SHPO staff reviews all applications received for project eligibility and completeness. An analysis of each application, using the criteria established for this project period, is prepared for the Historic Preservation Review Board.
February	5.	The Historic Preservation Review Board reviews applications and approves award of subgrant funds.
February to March	6.	The SHPO sends applicants written notice of subgrant award and if the award amount is different from the application, the SHPO recommended changes to the products (work program) and/or budget.
February to March	7.	The SHPO publishes the "Project Information for Historic Preservation Professionals" on www.wisconsinhistory.org/hp/grants/consultants.asp and determines which interested candidates are "professionally qualified."
March to April	8.	The SHPO prepares the Memorandum of Agreement (MOA), work program with project schedule, and budget. It is then sent to the subgrantee "contact" for their review and signing as well as forwarding it to the Financial Officer/authorized agent for the same actions.
March to June	9.	Upon receipt of the MOA signed by the subgrantee officials, the SHPO completes the MOA signing and prepares the State Purchase Order. In about 20 days the signed Purchase Order, MOA, qualified consultant resumes, and reporting forms are sent to the subgrantee as notification that the project can begin.

Attachment: HPR-subgrants-guide (3837 : Resolution #15-104, 2016 CLG Sub-grant)

Initiation of Project Work

Per MOA But no later than August	1.	The **subgrantee** sends approved Request for Proposals (RFP), to **all** qualified candidates resulting from the " Project Information for Historic Preservation Professionals " posting. After the RFP deadline the subgrantee hires competitively with the assistance and prior approval of the SHPO.
Per MOA or contract	2.	Once the consultant's (principal investigator) contract is signed, project can begin. Generally the subgrantee hosts an informational meeting to introduce the project, the contractor, and the SHPO Program Manager to the community.

Monitoring the Project

Per MOA or as needed	1.	Generally, the project director is responsible for the timely and accurate completion of the work program. This includes ensuring that procurement standards are followed, products are submitted when due, bills are paid on time, and auditable records are maintained. In addition, the project director maintains regular contact with the appropriate SHPO Program Manager to ensure any project work program questions are discussed before action is undertaken.
Per MOA	2.	The project director submits written progress reports and Reimbursement Requests to the SHPO.

Project Completion

Per MOA	1.	Subgrantee hosts an informational meeting to present the products to the community.
	2.	Final work products **MUST** be submitted to the SHPO on or before the project completion date.
Per MOA but no later than August	3.	The SHPO will process the products and final reimbursement. The SHPO will withhold a minimum of 25 percent of the federal funds until all conditions of the MOA have been met and required records have been accepted by SHPO and NPS.

Attachment: HPR-subgrants-guide (3837 : Resolution #15-104, 2016 CLG Sub-grant)

PROJECT TYPES and ELIGIBLE ACTIVITIES

Within each **Project type** the applications are rated on how well they meet the "Subgrant Selection Criteria." Funding is awarded based upon an application's rank compared to other applications received of the same type.

Certified Local Government (CLG), are units of government whose historic preservation program has been certified by the state and federal government. There are only 68 such governmental entities in Wisconsin, they are: Jefferson County and La Crosse County; plus the cities of Allouez, Appleton, Ashland, Beloit, Burlington, Cedarburg, Columbus, De Pere, Dodgeville, Eau Claire, Evansville, Fitchburg, Fond du Lac, Greendale, Hales Corners, Horicon, Janesville, La Crosse, Lake Geneva, Lancaster, Lodi, Madison, Marshfield, Mazomanie, Menomonie, Mequon, Middleton, Milton, Milwaukee, Mineral Point, Monroe, Mukwonago, Neenah, Neillsville, New Berlin, New Glarus, New Holstein, New Richmond, Onalaska, Oregon, Oshkosh, Palmyra, Perry, Platteville, Portage, Racine, Rhinelander, Richland Center, Ripon, River Falls, Sheboygan, Sparta, South Milwaukee, Stevens Point, Stoughton, Thiensville, Town of Westport, Viroqua, Washburn, Watertown, Waukesha, Waupaca, Wausau, Wauwatosa, West Allis and Whitewater. For information about participating in the CLG program, check out "The National Park Service" website at www.nps.gov/history/hps/clg or contact Joe DeRose at 608-264-6512.

CLGs are eligible for the projects listed in the "Subgrants Manual" on the Society website. "Application Evaluation Criteria" gives the specific evaluation points and the range of eligible points possible. HPF regulations specify that at least 10 percent of a state's funds be awarded to CLGs, which has been about $100,000, statewide.

Attachment: HPR-subgrants-guide (3837 : Resolution #15-104, 2016 CLG Sub-grant)

COMPLETION OF THE APPLICATION

Applications must propose projects that will benefit historic or archaeological resources located in Wisconsin. **Multiple grant applications** may be submitted. Each application will be evaluated independently. When completing the application, please consider the following:

Project Types: Select the **CLG** application based upon type of project to be done, see "Project Types" in the "Subgrants Manual" on the Society's website.

Applicant, the legal name, corresponding Federal Employer Identification Number (FEIN), and address where reimbursement checks should be mailed. See "Who may Apply" on page 1.

Contact person: This is usually the project director. This is the person who has authority and program knowledge to make project related decisions and will be expected to manage the project.

Financial Officer: This must be the person who is authorized to act on behalf of the applicant. Generally this is the person who is responsible for ensuring that funds and staff budgeted in the project are available. See "Certification" on page 6.

Project Focus and Design: Refer to the "TYPICAL SEQUENCE OF SUBGRANT ACTIVITIES" section of these guidelines. This should help you to develop a work schedule that meets DHP requirements. Income should not be generated by any activity or product proposed until after the project is closed out. If project income is generated, it must off set an equal amount of federal funds awarded/ requested for reimbursement.

Products: This information assists the SHPO in evaluating the scope of the proposed project, its likelihood for completion within the expected time period, and the budget.

Professional Project Staff: The National Historic Preservation Act specifies in 36 Code of Federal Regulations (CFR) 61 Appendix A the professional qualifications necessary for participants in HPF assisted projects. Because professional experience and education is subject to interpretation, the SHPO will participate in the selection of the principal investigators for all projects. **No consultants or limited term employee can be preselected; rather they must be selected through an open competitive process.** If not a current on-going "salaried" employee, then the SHPO will assist in the recruitment of project staff, and will approve the language in any requests for proposal or advertisements that may be placed by the subgrantee. Both the SHPO and the project director will participate in candidate interviews. No substitution of professional project personnel may be made during the course of the project unless approved in writing by the SHPO.

Intern or non-professional involvement will be permitted only under the supervision of a professionally qualified principal investigator. The SHPO will review each project for the appropriateness of intern or non-professional involvement. The SHPO does not participate in the selection of nonprofessional support staff, such as typists or field crew.

Attachment: HPR-subgrants-guide (3837 : Resolution #15-104, 2016 CLG Sub-grant)

COMPLETION OF THE APPLICATION, continued

Budget: Budget amounts must be realistic and based upon fair and open competition among suppliers of professional services, materials, or equipment. The SHPO requires that applicants obtain estimates of **major** cost items to use as a basis for preparing proposed budgets and include the document as an attachment (applications with more written estimates will score higher). If you are awarded a subgrant, the purchase of items in this budget must be based upon the federal procurement standards, which provide for maximum open and free competition, regardless of the dollar value.

Eligible Expenses, include:

1. **Salaries** for personnel directly involved in stated project activities. The maximum rate is $90.34 hourly or $722.72 daily. Applicant staff salaries are considered "cash" for this grant. Professional services contracts: All subgrantees shall use an open competitive negotiation process for procurement of professionals who are qualified to perform the work. The earnings limit is the same as above. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Subgrantees shall take similar appropriate action in support of women's business enterprises.

2. **Fringe benefits** for project "salaried" personnel are allowed; the SHPO, however, reserves the right to reduce or otherwise limit the amount.

3. **Supplies, Services and Equipment**;
   a. **Administrative costs**, including secretarial, accounting, communication costs (telephone, etc.), and other miscellaneous costs may be eligible under certain conditions. However, these expenses must be itemized and supported by auditable documentation. Administrative costs in excess of 10 percent of total direct labor costs will be reviewed closely prior to project selection and during project negotiations. **The SHPO reserves the right to limit the amount of administrative costs allowed on any grant-assisted projects**.

   b. **Capital equipment**, we define as "per item cost is $300 or more." If the SHPO does allow the purchase, at the conclusion of the project the equipment may become the property of the SHPO or the National Park Service.

   c. **Equipment rental.** The total cannot exceed the cost to purchase the item.

   d. **Maps, etc.** Items needed for project products.

   e. **Office supplies** needed for project administration and products.

Attachment: HPR-subgrants-guide (3837 : Resolution #15-104, 2016 CLG Sub-grant)

f. **Curating costs** for archaeological artifacts for the period of the project only.

g. **Photocopying and printing**, costs for completed research materials and final reports. The SHPO will provide, at no cost, blank National Register nomination forms and extra reimbursement request forms as necessary.

h. **Travel expenses**, if necessary for completion of field work; including room (up to $70), meals (up to $34 per day), and mileage (up to **$0.325 per mile)**. If a new rate is approved by the federal or Wis. State government, the lower of the two rates must be used **after** it becomes effective.

Ineligible Expenses are (because local matching share is no longer required): indirect costs, volunteer services, donated goods/equipment, and facilities (building space).

Applicant access to cash. Furnish the name of the entity providing the funds, the amount, and the date the funds are available. This date is critical because there may be bills to be paid by the Subgrantee soon after the Project's Work Program begins. The **project expenses must be paid by the applicant/subgrantee. A Reimbursement Request can be submitted to the SHPO, only after a product is completed.** It may take the SHPO up to 60 days to convert the Reimbursement Request into a check.

Certification. The authorized agent (Financial Officer) for the agency or organization making the application must sign the Application. This person has the responsibility for ensuring that proper procedures are followed for purchasing as well as accounting. This person will also ensure identification of payments to this subgrant (account or code) versus unrelated costs. This person will be sent the signed State Purchase Order and a copy of the fully executed MOA.

Grant Experience. For CLGs that have not received a HPF subgrant in the last five years, provide information on **any** recent grant administered by the Applicant's Project Director. If no grant administration experience, provide names of contracts or other instances where competitive procurement and budget supervision were crucial.

Attachment: HPR-subgrants-guide (3837 : Resolution #15-104, 2016 CLG Sub-grant)

FEDERAL RULES

The following rules are basic to this federal grant program:

1. **No work may be funded retroactively**. All work must be approved in advance through the grant selection and MOA negotiation process. Subgrantees will be notified by the DHP when work can begin.

2. **All work must be an eligible program activity**. Only certain types of work are allowable under this program. No work other than that specified in the work program can contribute to the projects' completion.

3. **The project must adhere to uniform administrative requirements**. All federal programs must follow the same general set of administrative rules. They have been designed to ensure fair competition for federally assisted grant contracts, proper accounting and management practices, and conformance with government-wide regulations. These documents are available on the NPS website at www.whitehouse.gov/OMB/grants/index.html or request from DHP.

   All subgrants must be administered in accordance with all applicable regulations and procedures governing federal grants including Office of Management and Budget (OMB) Circulars, available on the NPS website www.whitehouse.gov/OMB/grants/index.html:

   A-21 Cost Principles for Educational Institutions (10/27/98),

   A-87 Cost Principles Applicable to State and Local Governments (5//94, amended 8/29/97).

   A-122 Cost Principles for Nonprofit Organizations (5/19/98).

   A-102 Grants and Cooperative Agreements with State and Local Governments 0/7/94, amended 8/29/97).

   A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (11/19/93, amended 9/30/99).

   A-133 Audits of Institutions of Higher Education and Other Nonprofit Institutions 6/24/97).

   Profit-making Organizations, 48 Code of Federal Regulations (CFR) part 31; available online at www.access.gpo.gov/nara/cfr/cfr-table-search.html .

continued..

Attachment: HPR-subgrants-guide (3837 : Resolution #15-104, 2016 CLG Sub-grant)

FEDERAL RULES continued

4. **All expenses must be auditable**. An expense is any cost relating to the assisted project. Each year this program is audited to determine if:
   a. all expenses have been properly documented, and

   b. All federal regulations have been followed with respect to the expenditure.

5. **Curation** of archaeological materials, unless noted in the Memorandum of Agreement, the applicant agrees to curate and store in perpetuity all materials found and/or generated by the project. The federal guidelines are entitled "Curation of Federally-Owned and Administered Archaeological Collections" (36 CFR PART 79).

6. **Proof of compliance with federal regulations or requirements**. Applicants as well as contractors/consultants must comply with all applicable federal rules (including but are not limited to):
   a. Title VI of the Civil Rights Act of 1964 (equal opportunity requirements, and non-discrimination on the basis of age),
   b. procurement standards,
   c. Section 504 of the Rehabilitation Act of 1973,
   d. Anti-kickback Act of 1964,
   e. Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation,
   f. Certify that it nor its principals are presently or proposed for debarment, suspension or excluded from participation in any federal program,
   g. National Register Program Guidelines NPS-49, and
   h. Any special conditions agreed to at the time of the subgrant award.

7. **Project deadlines must be met**. Each subgrant is funded for a specific period of time after which the funds are recaptured by the NPS. For this reason, all subgrant work programs must show task occurring between the Project Period dates shown on the application. Extensions may be possible, but only in extreme circumstances and within the project period which for this award is September 30, 2015.

   Requests for amendments must be made in writing to the DHP **at least 45 days prior to existing deadlines**. Amendments can only be implemented after written approval by the DHP. Failure to meet any deadline may result in termination or reduction of federal assistance.

Attachment: HPR-subgrants-guide (3837 : Resolution #15-104, 2016 CLG Sub-grant)

WHO TO CONTACT

After reading the guidelines, if you have questions on completion of the application, contact the appropriate DHP Program Manager:

Archaeology, John Broihahn - 608-264-6496 or email john.broihahn@wisconsinhistory.org

All other projects Joe DeRose - 608-264-6512 or email joe.derose@wisconsinhistory.org

All fiscal aspects, project budget, the material contained in this guide, or applicable federal regulations Joe DeRose - 608-264-6512 or email joe.derose@wisconsinhistory.org

Direct correspondence to: Division of Historic Preservation-Public History Fax: 608/264-6504
Wisconsin Historical Society
816 State Street
Madison WI 53706-1842

Web Resources maintained by the: Wisconsin government;

General Directory: www.wisconsin.gov
Wisconsin Historical Society: www.wisconsinhistory.org
University of Wisconsin: www.wisc.edu

federal government;

Whitehouse, links to many agency & legislative sites:
www.whitehouse.gov

National Park Service (Links to the Past): www.nps.gov
Heritage Preservation Services: www.nps.gov/history/hps

-END-
HPF_subg.gui (revised 2/20/2014)

Attachment: HPR-subgrants-guide (3837 : Resolution #15-104, 2016 CLG Sub-grant)

RESOLUTION #15-104

AUTHORIZING HISTORIC PRESERVATION COMMISSION APPLICATION FOR WISCONSIN HISTORICAL SOCIETY HISTORIC PRESERVATION FUND SUBGRANT

WHEREAS, grant funds are available through the Historic Preservation Fund which are administered by the Wisconsin State Historic Preservation Office; and

WHEREAS, The Historic Preservation Commission wishes to apply for such grant funding which, if awarded, will be used to update the 2001 Intensive Survey; and

WHEREAS, this matter has been reviewed by the Historic Preservation Commission which recommended approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Associate Planner is authorized to submit a Historic Preservation Fund Subgrant application for the purposes identified above.

BE IT FURTHER RESOLVED THAT:

The Associate Planner is further authorized to accept said grant if awarded.

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 15th day of September, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-104 (3837 : Resolution #15-104, 2016 CLG Sub-grant)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**Planning**
FROM:	**Sarah Wallace**
SUBJECT:	**Resolution #15-105, Adopting Amended Operating Plan for City of De Pere Business Improvement District #1. (Business Improvement District #1 2016 Operating Plan).**

The Business Improvement District Board and the Plan Commission have voted to recommend approval of the 2016 Operating Plan.

ATTACHMENTS:

- Reso15-105 (DOCX)
- DBI_OperatingPlan_Final_2016 (DOCX)

RESOLUTION #15-105

ADOPTING AMENDED OPERATING PLAN FOR
CITY OF DE PERE BUSINESS IMPROVEMENT DISTRICT #1
(Business Improvement District #1 2016 Operating Plan)

WHEREAS, on November 4, 2014, the Common Council approved the creation of City of De Pere Business Improvement District #1, including the adoption of the Business Improvement District 2015 Operating Plan; and

WHEREAS, the Business Improvement District #1 Board has recommended changes to the 2015 Operating Plan, which are set forth in the Business Improvement District #1 2016 Operating plan ("the 2016 Operating Plan"), attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the City Plan Commission reviewed the 2016 Operating Plan and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council adopts the Business Improvement District #1 2016 Operating Plan.

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 15th day of September, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso15-105 (3891 : Resolution #15-105, 2016 Operating Plan)

De Pere Business Improvement District
2016 Operating Plan (Year Two)

Updated Submittal: August 2015

2016 Plan Approval by City of De Pere Common Council: November XX, 2015

Exhibit 1

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

Original Submitted August 2014

Original Approval by the City of De Pere Common Council: November 5, 2014

Many thanks go out to the original volunteer Committee that prepared the 2015 BID Plan
The following individuals are recognized:

Scott Hemauer
Kerry Counard
Casey Hawkinson
Curt Beilke
Dave Stellpflug
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The 2016 BID Plan was prepared by the BID Board along with Definitely De Pere and the City of De Pere

BID Board Members:

Tom Gavic - Chair
Dan Van Straten – Treasurer
Larry Delo – Secretary
Brent Felchlin
Kathy Rupiper
Lance Abts
Rich Starry

Definitely De Pere:

Allyson Watson – Director

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

DE PERE
BUSINESS IMPROVEMENT DISTRICT
OPERATING PLAN

Table of Contents

		Page
I.	**Introduction**	
	A. Purpose and History of the BID	4
II.	**Development Plans**	5
	A. Plan Objectives	5
	B. Proposed Activities	5
	C. Benefits of the BID	6
III.	**Measures of Success**	7
	A. Proposed Expenditures of the BID	7
	B. Budget	8
	C. Annual Review	8
	D. Relationship to Plans for Orderly Development of the City	9
	E. Powers	9
	F. Public Review Process	9
IV.	**District Boundaries**	9
V.	**BID Organization and Operating Board**	9
VI.	**Financing Method**	10
VII.	**Method of Assessment**	10
	A. Assessed Parcels	10
	B. Levy of Assessment	10
	C. Schedule of Assessments	10
	D. Assessment Collection and Disbursal	11
	E. Annual Report	11
VIII.	**City Role in District Operations**	11
IX.	**Required Statements**	12
X.	**Severability and Expansion**	12
XI.	**Appendices**	
	A. Draft 2015-16 Definitely De Pere Budget	13
	B. BID District Boundary	15
	C. Properties in the District including Assessed and Exempt Properties	16
	D. Wisconsin Statutes Section 66.1109	22
	E. Adopted Bylaws	25

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

I. Introduction

Wisconsin Act 184 signed into law in 1984, gives Wisconsin municipalities the authority to create Business Improvement Districts (BIDs) within their communities. To do so, at least one property owner within the proposed district must petition the City to create a BID. The State Legislature created Section 66.1109 of the Wisconsin Statutes (the "BID Law") to provide a way for business properties within an established district to voluntarily assess themselves. It would pay for programs aimed at promoting developing, redeveloping, managing and maintaining that district. At the time of creation of this BID, there were 70 BIDs in the State of Wisconsin and according to a 2005 statistic by Charles S. Law, Ph. D., the average BID assessment was $3.64 per $1000.00 of assessed valuation.

Business Improvement Districts are quite similar to traditional special assessments where property owners are assessed for improvements or services that benefit them. Unlike traditional assessments, Business Improvement District assessments can be used to finance a wide range of activities, services and improvements. Primarily BIDs have been used to attract merchants and business owners that in turn attract more customer traffic downtown. Some BIDs in Wisconsin have funded physical improvements like lighting or parking; others have funded promotional and marketing materials and events. The Operating Plan for each BID directs the use of funds and identifies projects, priority areas, etc.

A. Purpose and History of the BID

The property owners who were involved in the creation of the BID hoped to accomplish goals and ideas presented in the De Pere Downtown Master Plan, Comprehensive Plan and Historic Preservation Plan. The original De Pere Business Improvement District Operating Plan had been developed by De Pere BID proponents and the City of De Pere. This BID Operating Plan and future plans will be developed by the BID Board, the City of De Pere, and Downtown De Pere, Inc. (also known as Definitely De Pere and listed throughout this document as Definitely De Pere), along with input and discussion from the membership.

The BID Board, through the development of this Operating Plan has coordinated with Definitely De Pere and the membership for the work described in this plan. Definitely De Pere and the BID provide for a system that has shared long-term goals, and results, that will benefit both the BID District, and the City of De Pere.

As used herein, “DBI Operating Plan” shall refer to the De Pere Business Improvement District Operating Plan, and "District" shall refer to the properties located within the physical boundaries of the Business Improvement District, as provided herein in Appendix B.

The De Pere BID was created in order to:

1. Allow for private property owners to work together in conjunction with the City to develop the District.
2. Enhance existing public funding sources to continue to maintain and promote the District. The BID also empowers future investments generated through private resources in addition to existing public dollars.
3. Provide for an equitable and fair mechanism for funding initiatives that will benefit all business and property owners in the District.
4. Ensure the District will be preserved and will improve the social and economic environment of the District. This is a mechanism to bring together funding initiatives that will fulfill District improvement projects identified in the Downtown Master Plan, Comprehensive Plan and the Historic Preservation Plan.

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Use of a BID to develop the District was anticipated to work as follows:

1. The BID was created by the Common Council of the City of De Pere.
2. An operating Board (BID Board), comprised mostly of property owners within the District, has all powers necessary to implement the DBI Operating Plan.
3. The City collects BID assessments from District property owners following the approved assessment formula.
4. Assessment collections are turned over to the BID Board for distribution in accordance with the DBI Operating Plan by the 15th day of the month following such collection.

The Original De Pere BID (established in 2014) included 221 parcels with a total BID value over $68,209,900. The boundaries include parcels in West and East De Pere's Downtown Business District. Out of the 221 parcels, 76 were tax exempt or were used for residential purposes. The BID value of the remaining 145 was assessed at $1.75 for every $1,000.00 in total value of the parcel.

II. Development Plans

The objective of the BID is to preserve and improve the social, economic and physical environment in the District, bring together appropriate partnerships of people, organizations and funds, and to evaluate and implement District development projects identified by businesses and building owners in the De Pere Downtown Master Plan, Comprehensive Plan and Historic Preservation Plan. This section of the Plan shall be the De Pere BID Operating Plan for 2016.

The BID plan works towards creating Plan Objectives, Activities, and Benefits that are measurable. As each year of the BID evolves, so must the Objectives, Activities and Benefits of the plan to find ways to measure success.

A. Plan Objectives

Goals for the District Development as identified by local businesses, building owners and residents in the Downtown Master Plan (Adopted by the City of De Pere in June 2010):

1. **Unite the District** through efforts such as continued community-wide events and expanded community-wide marketing and education efforts.
2. **Link District's destinations** through utilizing marketing resources and working more extensively with Greater Green Bay Area Convention and Visitors Bureau.
3. **Use the potential of transportation to create a high-quality economic and physical environment** by promoting and increasing walkability and bike-friendly investments.
4. **Increase business and private investment** through an organized business recruitment effort and continually updated market research.
5. **Capitalize on key business niches** by identifying consumer needs/desires and business investment potential through market research.
6. **Add life to the District** through expanded creative placemaking efforts and continued growth of traffic-generating events.
7. **Create New Neighborhoods in the Downtown** Help to brand distinct neighborhoods in the District in order to further remove the East/West divide and unite the downtown.
8. **In accordance with the Downtown Master Plan -** Plan for future utilization of the Fox Riverfront for economic development, events and businesses.

B. Proposed Activities

The proposed activities for the first full year of operation under the BID will promote continued development of the District by:

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

1. Continuing to promote the historic quality of the District, by facilitating façade rehabilitation projects and educating property owners on available federal and state historic tax credits, as well as providing State Main Street and De Pere-specific design guidelines.
2. Supporting the City in developing more pedestrian and bicycle friendly roadways, cross walks, and parking options, as well as investing in bicycle parking for the downtown.
3. Working with the City to make business owners aware of City programs, such as the Façade Grant Program and the Revolving Loan Fund Program through continuous education efforts with both new and existing businesses.
4. Supporting the City in the future reconstruction of the Main Ave. Corridor, and continuing to promote pedestrian and bicycle facilities and storm water runoff in these constructions, consistent with ideas presented in the Downtown Master Plan and Comprehensive Plan.
5. Exploring different ways to effectively market District businesses through existing and new events and an enhanced marketing campaign for the district.
6. Working to promote beautification and art related projects to add to the District. Exploring feasibility of and interest in options presented in the Downtown Master Plan for public art and placemaking.
7. Working with the city to pursue major redevelopment projects within the District such as the former George Street bridge approach and Nicolet Square.
8. Helping generate investment interest in the District area and future redevelopment projects as identified in the Downtown Master Plan by creating an enhanced marketing campaign for the downtown district.
9. Working with the City to develop maintenance practices for the District, in which both parties have an understanding of expectations and responsibilities relating to the maintenance of the District, such as sidewalk snow removal, weeding and tending of district plants, as well as garbage removal.
10. Developing and implementing a plan and budget for the coming year and beyond for the District based on the financial expectations from assessments and its priority of needs, and the City's planned improvements during the same period.
11. Implementing enhancements as determined appropriate from the Downtown Master Plan and Comprehensive Plan.
12. Taking all further action needed to carry out the general purposes of this DBI Operating Plan as are allowed by BID law.

C. Benefits of the BID

Money collected by the BID under this DBI Operating Plan will be spent within the District or for the benefit of the District, and used to:

1. Help the District property owners secure and retain tenants by:
   a. Promotion of coordinated and collaborative partnerships between the District stakeholders, which includes business and property owners.
   b. Assisting property owners and tenants in the District in dealing and/or partnering with City Government through consultation and formal and informal interaction with City staff and officials.
   c. Assisting property owners in retaining existing tenants by providing programs and services that help businesses to thrive. Implement in conjunction with the City, projects identified in the Downtown Master Plan and Comprehensive Plan that will improve tenant retention.
   d. Assisting property owners in recruiting new businesses to the District and reducing new vacancies.
   e. Assisting property owners in rehabilitating second floor rental units to generate additional cash flow for properties.

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

   f. Implementing in conjunction with the City, projects identified in the Downtown Master Plan and Comprehensive Plan that will improve tenant retention.
2. Help increase the value of property in the District by:
   a. Continuing to improve the perceived and actual image of the District.
   b. Investigating and facilitating enhancements to buildings in the District by business and property owners.
   c. Increasing the demand for space by new businesses that wish to locate in the District.
3. Help tenants and existing businesses in the District become stronger by:
   a. Conducting successful traffic building community events.
   b. Conducting successful retail and hospitality events.
   c. Enhancing the relationship between St. Norbert College and the downtown.

III. Measures of Success

The success of the BID is determined by the level of satisfaction of those who create it and who control the BID, as well as the level of customer satisfaction. This information can be attained through various surveys and questionnaires. A thorough review of qualitative and quantitative data concerning the BID shall occur in year 3 (2018), year 5 (2020), and year 7 (2022) of the BID's operation.

In addition to the evidence suggested above, the following measures will be established and evaluated as quantifiable measures of success:

1. The Downtown Master Plan contains steps for both public and private sectors. Many of these actions are identified in this DBI Operating Plan. The accomplishment of these objectives will indicate one measure of success for the BID.

2. Commercial facilitation is a measure that can easily be quantified as the number of businesses, both existing and new, that receive help, either financial or advocacy services by the BID.

3. Another way to measure BID success is by the growth in value of private property in the District. Quantifiable valuation measures are calculated annually to measure success over time.

4. A final way to track success is through occupancy rates and business inventory. The 2010 business inventory and occupancy rates can be used as a baseline to evaluate and make changes for following years.

A. <u>Proposed Expenditures of the BID</u>

See Appendix A for the complete break out of the proposed expenditures for the 2016 BID.

During the process of distributing funds for the 2015 plan and working on the update to the 2016 operating budget, it was determined that Definitely De Pere would modify their Fiscal Year (FY) from May 1 - April 30, to January 1- December 31. This change provides for a process where Definitely De Pere's planning and preparation of the upcoming year's activities will better align with the City of De Pere, the assessment process and overall the De Pere BID. The expenditures in appendix A represent this change.

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

B. Budget

The 2016 De Pere BID includes 221 parcels with a total BID value of over $68,995,400. Out of the 221 parcels, 77 are tax exempt or are used for residential purposes. Out of the remaining 144 the BID value is assessed at $1.75 for every $1,000 in total value of the parcel, with no combined ownership to have an assessment of more than $ 1,950 or less than $275.

A map of the district boundaries is attached as Appendix B, and information for each parcel classification is listed in Appendix C.

Funds collected through BID assessments shall be used to pay for this DBI Operating Plan in order to implement a sustainable Business Improvement District for the City of De Pere.

Estimated 2016 Assessment Income:	$88,085
2016 Expenses (Contract with Definitely De Pere):	$88,085

The BID will have no paid staff of its own but will contract with Definitely De Pere for such services. Estimated expenditures of the Budget for Definitely De Pere are shown in Appendix A. Any unused funds remaining at the end of the year shall be deposited into contingency funds or designated for specific uses in the following DBI Operating Plan year. All physical improvements made with these funds shall be made in the District. The location of other expenditures shall be as determined by the BID Board, but shall be for the benefit of the District.

A Capital Reserve Account may be created to set aside a specific amount of the District's assessment or reserve. This account would be for long term capital needs and projects that may require extraordinary funding during a given budget year.

C. Annual Review

The BID law requires that the DBI Operating Plan be presented annually to De Pere's City Council for approval. To comply with the Wis. Stats., Section 66.1109 (3) (b), the following process for the approval of the annual DBI Operating Plan will be as follows:

1. A joint strategy session of representatives from the BID Board and the City will meet annually and will be responsible for developing the objectives of the DBI Operating Plan for the next plan year.
2. The BID Board will review the proposed DBI Operating Plan and make recommendations to the City Council.
3. The City Council will act on the proposed DBI Operating Plan for the following plan year.
4. Appointment of new BID Board members will be made 30 days prior to the expiration of outgoing BID Board members' terms. This appointment is made by the Mayor and approved by the City Council.

It is anticipated that the BID Board will continue to revise and develop the DBI Operating Plan annually in response to changing development needs and opportunities in the District. As a part of this review, the BID Board will analyze the benefits of the BID to the property owners and the community and based on this analysis, determine if it is appropriate to continue the BID.

The method of assessment shall not be altered unless a meeting of all District property owners assessed under the BID has been held to discuss such changes, except with the approval of the City of

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

De Pere Common Council. This special meeting will be published as a Class 2 Notice, a copy of which will be mailed to each property owner in the District.

D. Relationship to Plans for Orderly Development of the City

According to Wisconsin Statutes Section 66.1109 (1)(f)(4), the DBI Operating Plan is required to specify how the creation of a BID promotes the orderly development of the City. The BID will encourage commerce and increase the business activity in the District. Orderly development is consistent with De Pere's Downtown Master Plan, Comprehensive Plan and Historic Preservation Plan and will promote orderly development of the City in general and the District in particular.

E. Powers

It is intended that the BID Board shall have all powers authorized by law and this DBI Operating Plan, including, but not limited to, the following powers:

1. To manage the affairs of the District.
2. To promote new investment and appreciation in value of existing investments in the District.
3. To contract on behalf of the BID when necessary to implement the DBI Operating Plan.
4. To develop, advertise and promote the existing and potential benefits of the District.
5. To acquire, improve, lease and sell properties in the District and otherwise deal in real estate.
6. To annually consider and make changes to the DBI Operating Plan.
7. To undertake on its own account, public improvements and/or assist in development underwriting or guaranteeing public improvements in the District.
8. To apply for, accept and use grants and gifts for these purposes.
9. To elect officers and contract out work as necessary to achieve its goals.
10. To add to the security of the District.

F. Public Review Process

Section 66.1109 of Wis. Stats. establishes a specific process for reviewing and approving proposed Districts. All of the statutory requirements to create the BID shall be followed. Key components include: petition the City to establish the BID; publish class 2 notice of petition; develop the Operating Plan; mail Operating Plan to all affected property owners; and hold public hearing.

IV. District Boundaries

The District is defined by the current configuration of tax parcels listed in Appendix C-1, and shown in map form in Appendix B. The District is generally bounded by Franklin St. in East De Pere, to N. Ontario St., to Lewis St., across the Claude Allouez Bridge to West De Pere bordered by Main Ave., to Fort Howard Ave., to Grant Street and lastly to Third St. (St. Norbert College Campus). The District includes 145 taxable parcels subject to BID assessment, according to the Assessor's Records as of January 1, 2014. Parcels that are not taxable or are used for residential purposes have been excluded from this number, even as they fall within the boundaries.

V. BID Organization and Operating Board

The Mayor of the City of De Pere is responsible to appoint the BID Board with input from the community and approval of the Common Council. The owners of real estate within the District will, at the specified BID meeting, recommend members for the BID Board. Over half the BID Board members must be a property owner or operating business in the District. Appointments shall be made before the start of the plan year for which the DBI Operating Plan was adopted.

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

The Board's responsibility will be to implement the current year's DBI Operating Plan and to contract for the carrying out of the DBI Operating Plan. It also must prepare an annual report and audit and submit it to the Common Council of the City of De Pere. This will require the BID Board to negotiate with providers of services and materials to carry out the DBI Operating Plan; to enter into various contracts; to monitor development activity; and to ensure the compliance with the provisions of applicable statutes and regulations.

The BID Board will operate under the provisions of the BID By-Laws adopted by the BID Board on July 17, 2015 and by the City Council on September 1, 2015. (See Appendix E for the adopted Bylaws).

VI. Financing Method

The proposed expenditures outlined in the budget will be financed with funds collected from the BID assessment. It is estimated that the 2016 BID will receive over $88,085 from the BID special assessment. Monies collected from the BID assessment will also be used and contracted through Definitely De Pere in accordance with the DBI Operating Plan.

VII. Method of Assessment

A. Assessed Parcels

All taxable property used for commercial purposes, as well as those taxed by the state as manufacturing, in the District boundary will be assessed. Properties used exclusively for residential purposes will not be taxed according to BID law. Mixed-use properties containing both commercial and residential will be fully assessed. Those that are used for commercial as well as manufacturing will be assessed. Property exempt from paying real estate taxes or owned by government agencies will not be assessed, as required by BID law.

B. Levy of Assessment

Special assessments under this DBI Operating Plan will be levied, through adoption of this DBI Operating Plan by the City of De Pere against each taxable property within the District, in the amount shown on the assessment schedule, which is attached in Appendix C.

The 2016 rates as shown in Appendix C were calculated at a rate of $1.75 per $1,000.00 of assessed value. Parcels are assessed by legal entity (i.e., multiple parcels owned by one legal entity are used as a total). No legal entity is assessed more than $1,950.00, and no less than $275.00. Property values used to calculate the BID assessment represent the assessed value of real property, as certified by the City of De Pere Assessor, as of January 1, 2015. Assessments are based per parcel and legal ownership.

The logic behind the assessment methodology is that each non-exempt parcel owner should pay for district developments in proportion to benefits derived. It is assumed that a minimum and maximum benefit can be achieved for each parcel, thus the minimum and maximum BID assessments have been established.

C. Schedule of Assessments

Appendix C provides a schedule of assessments for 2015 for all non-exempt parcels in the District based on the formula described above. For convenience, a schedule of all nontaxable parcels exempt from BID assessments are also identified as part of Appendix C.

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

D. Assessment Collection and Disbursal

The City of De Pere will bill all non-exempt parcel owners the assessed amount in the same manner as other special assessments. The City shall then turn over all collected funds to the BID Board for distribution in accordance with the DBI Operating Plan by February 20th of each

The City of De Pere shall hold funds collected for BID assessments in a separate account.

The BID Board will prepare and make available to the public and City Council annual reports describing the current status of the BID, including expenditures and revenues, when it submits its annual DBI Operating Plan to the City for the following year. Disbursement of BID funds will be made in accordance with the approved DBI Operating Plan and budget. At the end of the fiscal year, an independent certified audit shall be obtained by the BID Board.

This section shall be sufficient instruction to the City to disburse the BID assessment, without necessity of an additional disbursement agreement, disbursement method, or accounting method. Disbursements made under this DBI Operating Plan shall be shown in the City's budget as a line item. Other than as specified herein, the disbursement procedures shall follow standard City disbursement policy.

E. Annual Report

An annual report prepared by the BID Board is required by section 66.1109 (3) (c) of the Wisconsin Statutes. The report shall include the required audit. The BID shall be responsible for the payment of any funds specified for the BID audit and related to BID activities for said BID audit. The BID Board will continue to review, revise and develop the DBI Operating Plan annually in response to changing development needs within the District.

VIII. City Role in District Operations

The City of De Pere is committed to helping owners and occupants in the District promote the objectives outlined in this DBI Operating Plan, while maintaining autonomy in the preparation of its annual budget. The City has made significant annual investments in the District for maintenance, upkeep and infrastructure. The City will continue providing services, capital improvements, and funds for maintenance, the Facade Grant Program, Revolving Loan Fund Program and promoting economic development. The City of De Pere will also commit to the following:

1. Encourage County, State and Federal Governments to support activities of the District.
2. Monitor, and when appropriate apply for, outside funds which could be used in support of the District.
3. Collect assessments and maintain a segregated account.
4. Provide disbursement of BID funds to service providers in accordance with the DBI Operating Plan and budget.
5. Obtain and review annual audits as required per Section 66.1109 (3) (c).
6. Provide financial statement to the BID Board.
7. Review annual audits as required by Section 66.1109 (3) (e) of the BID Law.
8. Provide to the BID Board no later than September 1st each plan year, the official City records on assessed value for each tax parcel within the District as of that date in each DBI Operating Plan year, for the purpose of calculating the BID assessment.
9. Adopt this DBI Operating Plan in the manner required by the BID Law.
10. Appoint and confirm new BID Board members as required by BID Law.
11. Provide Staff for the operation, facilitation and support of the BID Board.

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

IX. Required Statements

The BID Law requires that the DBI Operating Plan include specific statements:

66.1109(1)(f)(1) The special assessment method applicable to the business improvement district. The special assessment method is set forth in Section VI.

66.1109(1)(f)(1m) Whether real property used exclusively for manufacturing purposes will be specially assessed. The District will contain property used exclusively for manufacturing purposes; it will contain properties used in part for manufacturing. These properties will be assessed according to the formula contained herein because it is assumed they will benefit from development in the District.

66.1109(1)(f)(2) The kind, number and location of all proposed expenditures within the business improvement district. The number and location of proposed expenditures is set forth in Section II.G.

66.1109(1)(f)(3) A description of the methods of financing all estimated expenditures and the time when related costs will be incurred. The method of financing the estimated expenditures is set forth in Section V.

66.1109 (1) (f) (4) A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan. Please refer to Section II. B, C and E.

66.1109 (1) (f) (5): A legal opinion that subds. 1. to 4. have been complied with. A legal opinion from Attorney Julie Fronsee, indicating that the Operating Plan complies with all applicable provisions of Section 66.1109 (1) (f) (1-4) is attached as Appendix F.

X. Severability and Expansion

The Business Improvement District has been created under the authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of the BID Law or this DBI Operating Plan unconstitutional, it will not invalidate or terminate the BID. The DBI Operating Plan will be amended to conform to the law without need of re-establishment. Should any legislature amend the statute to narrow or broaden the purposes of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this DBI Operating Plan may be amended by the Common Council of the City of De Pere when it conducts its annual budget approval, without any necessity to undertake any other act. If it is determined by a court or administrative body that a parcel of property is not subject to general real estate taxes and may not be included in the District, then such parcels shall be excluded from the definition of the District.

All of the above is specifically authorized under Section 66.1109 (3) (b) of the BID Law.

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

APPENDIX A: Draft 2015-16 Definitely De Pere Budget

For 2016, the BID Board will contract with Definitely De Pere to implement the BDI Operating Plan. The budget below represents the approximate budget for Definitely De Pere.

REVENUE		May 1 2015- Dec 31 2015	Jan 1 2016 - Dec 31 2016
BID Assessments		$86,157.00	$88,085.00
City Contribution		$20,000.00	$20,000.00
Committee Income			
	Organization	$1,000.00	$1,000.00
	Design	$10,000.00	$10,000.00
	Beautification	$15,700.00	$15,700.00
	Economic Enhancement	$0.00	$0.00
	Promotions	$28,950.00	$28,950.00
Carry over from previous year		$60,280.00	$114,477.00
Total Revenue		$161,807.00	$163,735.00
EXPENSES			
Operating Expenses			
	Personnel (Director/Staff)	$53,636.67	$80,455.00
	Rent	$4,320.00	$6,480.00
	Office Operations	$5,000.00	$10,661.00
	Main Street Professional Development	$4,200.00	$6,300.00
	Total Operating Expenses	$67,156.67	$103,896.00
Promotions			
	Seroogy's Run	$0.00	$250.00
	Downtown Cheese & Chocolate Walk	$0.00	$1,000.00
	Downtown Art Walk	$5,000.00	$5,000.00
	Yoga in the Park	$500.00	$500.00
	St. Norbert Freshmen Orientation	$800.00	$800.00
	Downtown Soup Walk	$750.00	$750.00
	Total Promotions Expenses	$7,050.00	$8,300.00
Design			

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

	Winter Decorations	$5,000.00	$5,000.00
	Downtown Enhancements	$10,000.00	$10,000.00
	Total Design Expenses	$15,000.00	$15,000.00
Economic Enhancement			
	Downtown Living Initiative	$1,500.00	$1,500.00
	Building Owner Meetings	$400.00	$400.00
	Building Owner Educational Materials	$500.00	$500.00
	Total Economic Enhancement Expenses	$2,400.00	$2,400.00
Organization			
	Annual Meeting and Dinner	$0.00	$2,500.00
	Website Hosting	$303.33	$520.00
	Total Organizational Expenses	$303.33	$3,020.00
Beautification			
	Annual Pledge Drive	$2,500.00	$2,500.00
	Adopt a Pot	$2,800.00	$2,800.00
	Garden Beds	$5,000.00	$5,000.00
	Other Beautification Projects	$300.00	$300.00
	Fall Decorations	$1,350.00	$1,350.00
	Volunteer Events	$350.00	$350.00
	Garden of Merit Sign	$300.00	$300.00
	Holiday Decorations	$2,500.00	$2,500.00
	Postage	$100.00	$100.00
	Office Supplies	$500.00	$500.00
	Total Beautification Expenses	$15,700.00	$15,700.00
Total Expenses		**$107,610.00**	**$168,316.00**
Net Balance		**$54,197.00**	**-$4,581.00**
Total Assets with Reserves		**$114,477.00**	**$109,896.00**

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

APPENDIX B: BID District Boundary

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

APPENDIX C: Properties in the District including Assessed and Exempt Properties (names current as of July 2015)

PARCELID	LOCATION	OWNERLST	2015 TOTVAL	Final Adjusted Assessment
ED-1006	109 N HURON ST	LTF INVESTMENTS LLC	$76,500	$133.88
ED-1007	715 GEORGE ST	LTF INVESTMENTS LLC	$54,200	$94.85
ED-1008	705 GEORGE ST	FISETTE	$279,700	$489.48
ED-1010	114 N SUPERIOR ST	FISETTE	$20,200	$35.35
ED-1048	820 GEORGE ST	WOODWARD INVESTMENTS LLC	$306,200	$535.85
ED-1058	802 GEORGE ST	BELLA REALTY LLC	$397,700	$695.98
ED-1058-1	S HURON ST	BELLA REALTY LLC	$32,400	$56.70
ED-1065	109 N ERIE ST	HIMAL LLC	$47,400	$82.95
ED-1066	821 GEORGE ST	HIMAL LLC	$393,400	$688.45
ED-1067	805 GEORGE ST	ALI BRI PROPERTIES LLC	$247,800	$433.65
ED-1088	921 GEORGE ST	SUMMERLEIGH ASSOCIATES INC	$274,000	$479.50
ED-1089	905 GEORGE ST	BEACHWALKER EXPRESS LLC	$220,600	$386.05
ED-1094	920 GEORGE ST	ROBERT VAN DEURZEN	EXEMPT	$0.00
ED-1095	914 GEORGE ST	LIGHTHOUSE LUBE REAL ESTATE LLC	$313,600	$548.80
ED-1103	115 S ERIE ST	LEDGE HEAVEN LLC	$240,400	$420.70
ED-1104	908 GEORGE ST	NELSON	$181,200	$317.10
ED-1105	900 GEORGE ST	TETZLAFF	$188,100	$329.18
ED-18-65	201 JAMES ST	CHATEAU DEPERE LLC	$1,700,000	$1,950.00
ED-287	230 S BROADWAY	DE PERE CITY OF WELLS PARK	EXEMPT	$0.00
ED-376	435 N BROADWAY	JCA INVESTMENTS LLC	$300,900	$526.58
ED-377	N BROADWAY	JCA INVESTMENTS LLC	$20,300	$35.53
ED-432	432 N WISCONSIN ST	FOX VIEW PROPERTIES LLC	$257,000	$449.75
ED-432-1	340 N WISCONSIN ST	VOYAGEUR OFFICE & SUITES LLC	$500,100	$875.18
ED-660	1002 GEORGE ST	VANDEURZEN	$158,200	$276.85
ED-719	FRONT ST	DE PERE CITY OF	EXEMPT	$0.00
ED-737	FRONT ST	DE PERE CITY OF	EXEMPT	$0.00
ED-751	409 N BROADWAY	DE PERE HISTORICAL SOCIETY INC	EXEMPT	$0.00
ED-752	403 N BROADWAY	DE PERE HISTORICAL SOCIETY INC	EXEMPT	$0.00
ED-756	333 N BROADWAY	BROWN COUNTY LIBRARY	EXEMPT	$0.00
ED-758	301 N BROADWAY	NICOLET REAL ESTATE & INVESTMENT CORP	$1,144,400	$976.41
ED-758-1	300 BLOCK N BROADWAY	NICOLET REAL ESTATE & INVESTMENT CORP	$1,141,100	$973.59
ED-766	233 N BROADWAY	HEARTLAND AFFORDABLE HOUSING DE PERE LLC	EXEMPT	$0.00
ED-767	129 N BROADWAY	BROOKS TL HOLDINGS LLC	$82,200	$275.00
ED-767-1	131 N BROADWAY	BOYD	$102,000	$275.00
ED-768	127 N BROADWAY	CONSTINE REAL ESTATE VENTURE LLC	$273,200	$478.10

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

ED-769	123 N BROADWAY	DE PERE REDEVELOPMENT AUTHORITY	EXEMPT	$0.00
ED-771	117 N BROADWAY	BELLE HOLDINGS LLC	$239,900	$419.83
ED-772	115 N BROADWAY	GREAT DANE LLC	$205,500	$359.63
ED-773	113 N BROADWAY	BILOTTI	$240,900	$421.58
ED-774	109 N BROADWAY	BILOTTI	$155,200	$271.60
ED-775	107 N BROADWAY	BRUMMEL	$226,300	$396.03
ED-778	100 FRONT ST	LEFEBVRE INVESTMENT CO LLC	EXEMPT	$0.00
ED-783	100-102 S BROADWAY	J & J ENTERPRISES OF DE PERE LLP	$600,000	$1,050.00
ED-784	106 S BROADWAY	J & J ENTERPRISES OF DE PERE LLP	$210,100	$367.68
ED-785	114-116 S BROADWAY	MACCO	$648,200	$1,134.35
ED-788	118 S BROADWAY	HILLCREST PARTNERSHIP #1 LLP THE	$154,300	$275.00
ED-788-1	S BROADWAY	DE PERE CITY OF	EXEMPT	$0.00
ED-789	126 S BROADWAY	126 SOUTH BROADWAY LLC	$199,000	$348.25
ED-790	132 S BROADWAY	KARL	$527,400	$922.95
ED-793	FRONT ST	DE PERE CITY OF	EXEMPT	$0.00
ED-794	FRONT ST	DE PERE CITY OF	EXEMPT	$0.00
ED-796	FRONT ST	DE PERE CITY OF	EXEMPT	$0.00
ED-798	302 GEORGE ST	OUR HERITAGE FAMILY LTD PARTNERSHIP	EXEMPT	$0.00
ED-799	CHARLES ST	DE PERE CITY OF	EXEMPT	$0.00
ED-801	S BROADWAY	DE PERE CITY OF WELLS PARK	EXEMPT	$0.00
ED-80-3	S BROADWAY	WISCONSIN DEPT OF NATURAL RESOURCES	EXEMPT	$0.00
ED-812	221 S BROADWAY	MEDICAL ARTS COMPLEX DENTAL CENTER SC ETAL	$219,500	$384.13
ED-816	416 GEORGE ST	GILLESPIE PROPERTIES LLC	$400,600	$701.05
ED-818	114 S WISCONSIN ST	DE PERE CITY OF MISSION SQUARE PARKING LOT	EXEMPT	$0.00
ED-823	135 S BROADWAY	MIDLAND WISCONSINBROADWAY ASSOCIATE	$2,399,400	$1,950.00
ED-824	125 S BROADWAY	BEILKE LLC	$354,400	$620.20
ED-826	121 S BROADWAY	PUMPKIN HEADS LLC	$192,100	$336.18
ED-827	123 S BROADWAY	SAKS HOLDINGS LLC	$183,300	$320.78
ED-828	111-113 S BROADWAY	HZ PROPERTIES LLC	$169,900	$297.33
ED-829	115 S BROADWAY	ZOELLER	$292,700	$512.23
ED-831	107 S BROADWAY	KRYSHAK	$280,000	$490.00
ED-833	101 S BROADWAY	KORDES	$218,900	$383.08
ED-833-1	GEORGE ST	DE PERE CITY OF	EXEMPT	$0.00
ED-834	JAMES ST	DE PERE CITY OF	EXEMPT	$0.00
ED-835	127 N WISCONSIN ST	DE PERE CITY OF	EXEMPT	$0.00
ED-836	117 N WISCONSIN ST	NEW LIFE CHRISTIAN FELLOWSHIP	EXEMPT	$0.00
ED-837	115 N WISCONSIN ST	NEW LIFE CHRISTIAN FELLOWSHIP	EXEMPT	$0.00

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

ED-840	421 GEORGE ST	LEE BUILDING CORPORATION THE	$471,200	$451.76
ED-841	417 GEORGE ST	GET REEL ENTERTAINMENT LLC	$227,100	$397.43
ED-842	415 GEORGE ST	CONARD	$244,700	$428.23
ED-844	102 N BROADWAY	DE PERE CITY OF	EXEMPT	$0.00
ED-847	112-114 N BROADWAY	STARRY	$320,100	$560.18
ED-848	116 N BROADWAY	KRYSHAK	$354,200	$619.85
ED-850	124 N BROADWAY	LEE BUILDING CORPORATION THE	$1,562,700	$1,498.24
ED-851	134 N BROADWAY	DE PERE REDEVELOPMENT AUTHORITY	EXEMPT	$0.00
ED-857	200 N BROADWAY	UNION HOTEL CORP	$379,400	$663.95
ED-861	230 N BROADWAY	SPIRIT SPE PORTFOLIO 2006-1 LLC	$446,500	$263.84
ED-862	421 CASS ST	DE PERE REDEVELOPMENT AUTHORITY	EXEMPT	$0.00
ED-864	321 N WISCONSIN ST	DE PERE REDEVELOPMENT AUTHORITY	EXEMPT	$0.00
ED-865-1	309 N WISCONSIN ST	DE PERE REDEVELOPMENT AUTHORITY	EXEMPT	$0.00
ED-867	303 N WISCONSIN ST	DE PERE REDEVELOPMENT AUTHORITY	EXEMPT	$0.00
ED-869	302 N BROADWAY	NEXTGEN ENTERPRISES LLC	$476,400	$833.70
ED-869-1	WILLIAM ST	DE PERE REDEVELOPMENT AUTHORITY	EXEMPT	$0.00
ED-870	314 N BROADWAY	DEPERE FEDERAL S & L	$61,000	$106.75
ED-871	330 N BROADWAY	DEPERE FEDERAL S & L	$905,800	$1,585.15
ED-875	230 N WISCONSIN ST	SPIRIT SPE PORTFOLIO 2006-1 LLC	$2,853,500	$1,686.16
ED-878	310 N WISCONSIN ST	APARTMENT DEVELOPERS INC	$1,159,700	$1,950.00
ED-880	320 N WISCONSIN ST	ALGREM	$488,400	$854.70
ED-881	N WISCONSIN ST	DE PERE REDEVELOPMENT AUTHORITY	EXEMPT	$0.00
ED-886	206 N WISCONSIN ST	ASSOCIATED DEPERE BANK	$1,222,200	$1,950.00
ED-893	510 JAMES ST	SEROOGY BROTHERS LLP	$1,065,300	$1,577.32
ED-897	519 GEORGE ST	LTF INVESTMENTS LLC	$398,000	$696.50
ED-900	515 GEORGE ST	DEPERE LAW BUILDING LLC	$542,000	$948.50
ED-901	106 N WISCONSIN ST	BALISON	$112,700	$275.00
ED-907	522 GEORGE ST	BELLA NOVA LLC	$299,500	$524.13
ED-914	135 S WISCONSIN ST	SAINT FRANCIS XAVIER	EXEMPT	$0.00
ED-915	127 S WISCONSIN ST	STECKART	EXEMPT	$0.00
ED-916	119 S WISCONSIN ST	PALS RENTALS LLC	$126,700	$275.00
ED-917	115 S WISCONSIN ST	SEROOGY BROTHERS LLP	$251,700	$372.68
ED-918	502 GEORGE ST	JDA ENTERPRISES OF WISCONSIN LLC	$363,700	$636.48
ED-949	620 GEORGE ST	ROYLE PROPERTIES LLC	$392,100	$686.18
ED-949-1	614 GEORGE ST	KMT ENTERPRISES LLC	$346,200	$605.85
ED-952-1	S SUPERIOR ST	KMT ENTERPRISES LLC	$8,600	$15.05
ED-960	610 GEORGE ST	NIP IT LLC	$135,900	$275.00
ED-961	600-604 GEORGE ST	CORNELL	$361,200	$632.10

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

ED-966	623 GEORGE ST	DECLEENE ZELLNER INC	$378,000	$661.50
ED-967	615-617 GEORGE ST	DANEN PROPERTIES LLC	$160,100	$280.18
ED-968-1	611 GEORGE ST	DANEN PROPERTIES LLC	$105,800	$185.15
ED-968-2	609 REAR GEORGE ST	MARSHA VANEGEREN	$400	$275.00
ED-968-3	609 GEORGE ST	DANEN PROPERTIES LLC	$246,500	$431.38
ED-969	108 N MICHIGAN	HANNON	EXEMPT	$0.00
ED-970	114 N MICHIGAN ST	WILDROOT LLC	$135,300	$275.00
WD-1646	555-101 MAIN AV	FINLAY	EXEMPT	$0.00
WD-1647	555-102 MAIN AV	GOTTOWSKI	EXEMPT	$0.00
WD-1648	555-103 MAIN AV	SULLIVAN	EXEMPT	$0.00
WD-1649	555-104 MAIN AV	HARE	EXEMPT	$0.00
WD-1650	555-105 MAIN AV	NEW DEVELOPERS LLC	EXEMPT	$0.00
WD-1651	555-106 MAIN AV	1ST RATE MORTGAGE CORP	EXEMPT	$0.00
WD-1652	555-107 MAIN AV	STEENO	EXEMPT	$0.00
WD-1653	555-108 MAIN AV	WATERMOLEN	EXEMPT	$0.00
WD-1654	555-109 MAIN AV	WARD	EXEMPT	$0.00
WD-1655	555-110 MAIN AV	MCKEEFRY	EXEMPT	$0.00
WD-1656	555-111 MAIN AV	1ST RATE MORTGAGE CORP	EXEMPT	$0.00
WD-1657	555-112 MAIN AV	MINTEN	EXEMPT	$0.00
WD-1658	555-113 MAIN AV	GUO	EXEMPT	$0.00
WD-1659	555-114 MAIN AV	FLYNN	EXEMPT	$0.00
WD-1660	555-115 MAIN AV	GANNON THOMAS E & JEAN M REVOCABLE TRUST	EXEMPT	$0.00
WD-1661	555-116 MAIN AV	PEARSON	EXEMPT	$0.00
WD-1662	555-201 MAIN AV	LADOWSKI	EXEMPT	$0.00
WD-1663	555-107 MAIN AV	STEELE	EXEMPT	$0.00
WD-1664	555-203 MAIN AV	HAGANES	EXEMPT	$0.00
WD-1665	555-204 MAIN AV	RYAN	EXEMPT	$0.00
WD-1666	555-205 MAIN AV	LIN	EXEMPT	$0.00
WD-1667	555-206 MAIN AV	BOUBENIDER	EXEMPT	$0.00
WD-1668	555-208 MAIN AV	PRATEL	EXEMPT	$0.00
WD-1669	555-209 MAIN AV	FILLE	EXEMPT	$0.00
WD-1670	555-210 MAIN AV	SMET	EXEMPT	$0.00
WD-1671	555-211 MAIN AV	MILLER	EXEMPT	$0.00
WD-1672	555-212 MAIN AV	ROYER	EXEMPT	$0.00
WD-1673	555-213 MAIN AV	LADOWSKI SR	EXEMPT	$0.00
WD-1674	555-214 MAIN AV	BERGH CHARLES R & DONNA S TRUST	EXEMPT	$0.00
WD-1675	555-215 MAIN AV	GHORI	EXEMPT	$0.00
WD-1676	555-216 MAIN AV	MILLER	EXEMPT	$0.00
WD-216	300 GRANT ST	SAINT NORBERT COLLEGE INC	$3,819,600	$1,950.00
WD-279	509 MAIN AV	PIONEER CREDIT UNION (FC)	$127,500	$275.00
WD-281	108 S FIFTH ST	PIONEER CREDIT UNION	$804,200	$1,407.35

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

WD-283	499 MAIN AV	DEPERE WEST DEVELOPMENT LLC	$60,400	$40.10
WD-284	109 S FIFTH ST	DEPERE WEST DEVELOPMENT LLC	$47,700	$31.67
WD-286	473 MAIN AV	DEPERE WEST DEVELOPMENT LLC	$47,600	$31.60
WD-287	400 BLOCK MAIN AV	DEPERE WEST DEVELOPMENT LLC	$47,600	$31.60
WD-288	441 MAIN AV	PEOPLES MARINE BANK OF GREEN BAY	$1,020,500	$1,785.88
WD-295	444 REID ST	MARQUETTE CENTRE LLC	$2,280,700	$1,950.00
WD-306	525 REID ST	N E W DEVELOPERS LLC	$432,000	$756.00
WD-310	430 GRANT ST	NICOLET HIGHLANDS LLC	EXEMPT	$0.00
WD-367	300 MAIN AV	HAWK HOLDINGS LLC	$323,400	$565.95
WD-369	320 MAIN AV	GAROT	$657,700	$1,150.98
WD-371	330 MAIN AV	STAGECOACH ENTERPRISES LLC	$181,400	$317.45
WD-372	334 MAIN AV	A&K LONGBRANCH LLC	$247,000	$432.25
WD-373	338 MAIN AV	HERYMAN	$142,300	$275.00
WD-374	342-344 MAIN AV	WILLEMS	$97,800	$275.00
WD-375	348 MAIN AV	RENIER	$131,300	$275.00
WD-376	352 MAIN AV	GAROT	$9,000	$15.75
WD-377	360-362 MAIN AV	MANDERS JAMES A & DORIS C REVOCABLE TRUST	$43,100	$275.00
WD-378	366 MAIN AV	MATYAS	$196,300	$343.53
WD-379	368 MAIN AV	KEWEENAW ENTERPRISES LLC	$232,200	$406.35
WD-380	380 MAIN AV	OLD NELL PROPERTIES LLC	$404,800	$708.40
WD-381	400 MAIN AV	SECOR JEROME J REVOCABLE TRUST	$283,800	$496.65
WD-386	436 MAIN AV	ISC PROPERTY LLC	$337,100	$589.93
WD-387	444 MAIN AV	F & J PROPERTIES LLC	$325,700	$569.98
WD-387-1	MAIN AV	KROPP	$70,600	$123.55
WD-388	486 MAIN AV	SMOOTH MONEY OF IOWA LLC	$390,200	$682.85
WD-389-2	500 MAIN AV	DUTCH BOYZ DE PERE LLC	$1,835,900	$1,950.00
WD-389-3	550 MAIN AV	CHRIST THE ROCK CHURCH INC	EXEMPT	$0.00
WD-389-4	556 MAIN AV	CHRIST THE ROCK CHURCH INC	EXEMPT	$0.00
WD-389-5	N SIXTH ST	BURKARD PHILLIP J & NANCY R REVOCABLE TRUST	$42,200	$275.00
WD-403	109 N SIXTH ST	SANDERS	$346,700	$606.73
WD-404	101 FORT HOWARD AV	DECLEENE ZELLNER LLC	$299,700	$524.48
WD-404-2	MAIN AV	WISCONSIN DEPT OF TRANSPORTATION	EXEMPT	$0.00
WD-623	500 GRANT ST	INVESTORS COMMUNITY BANK	$600,300	$1,050.53
WD-634	GRANT ST	SAINT NORBERT COLLEGE INC	EXEMPT	$0.00
WD-634-2	400 GRANT ST	SAINT NORBERT COLLEGE INC	EXEMPT	$0.00
WD-884	401 MAIN AV	SCHLEIS PROPERTIES LLC	$472,000	$826.00
WD-885	407 MAIN AV	DETRY	$141,300	$247.28
WD-886	409 MAIN AV	DETRY	$138,500	$242.38
WD-887	413 MAIN AV	RHODES ETAL	$217,800	$381.15

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

WD-888	417 MAIN AV	MARTIN	$138,500	$275.00
WD-889	421 MAIN AV	KROPP	$387,600	$678.30
WD-890-1	441 MAIN AV	PEOPLES MARINE BANK OF GREEN BAY	$200	$0.35
WD-893	400 REID ST	DEPERE WEST DEVELOPMENT LLC	$2,733,900	$1,815.03
WD-906	301 MAIN AV	PHE WI LLC	$415,100	$726.43
WD-907	305 MAIN AV	B S ENTERPRISES OF DE PERE LLC	$195,000	$341.25
WD-908	313 MAIN AV	313 MAIN IN DE PERE LLC	$284,500	$497.88
WD-909	317 MAIN AV	LOCH	$305,000	$533.75
WD-910	321 MAIN AV	KEY PROPERTY MANAGEMENT LLC	$158,500	$277.38
WD-911	327 MAIN AV	TILKENS FAMILY LTD PARTNERSHIP	$394,300	$690.03
WD-912	331 MAIN AV	NICK BROTHERS PARTNERSHIP	$311,600	$545.30
WD-913	337-339 MAIN AV	MIRHASHEMI INC	$259,200	$453.60
WD-915	345 MAIN AV	MANNING ETAL	$169,800	$297.15
WD-917	353 MAIN AV	BALISON REAL ESTATE LLC	$321,500	$562.63
WD-917-1	MAIN AV	DE PERE CITY OF	EXEMPT	$0.00
WD-917-2	MAIN AV	DE PERE CITY OF	EXEMPT	$0.00
WD-918	355 MAIN AV	D&J ENTERPRISE OF GREENLEAF LLC	$171,700	$300.48
WD-919	363 MAIN AV	CHANMINA LLC	$183,800	$321.65
WD-920	365 MAIN AV	SAKS HOLDINGS LLC	$407,300	$712.78
WD-921	371 MAIN AV	ABTS INVESTMENTS LLC	$141,200	$275.00
WD-922	375 MAIN AV	LARSON	$216,600	$379.05
WD-923	377 MAIN AV	RAW LEGACY LLC	$287,400	$502.95
WD-925	115 FOURTH ST	MISHLER LONNIE L & CAROL	$425,200	$744.10
WD-926	340 BLOCK REID ST	DE PERE CITY OF NICOLET SQUARE PARKING LOT	EXEMPT	$0.00
WD-928	340 REID ST	DE PERE CITY OF NICOLET SQUARE PARKING LOT	EXEMPT	$0.00
WD-930	330 REID ST	LUTSEY	$822,900	$1,440.08
WD-931	116 THIRD ST	AJANGO PROPERTIES LLC	$219,000	$383.25
WD-933	THIRD ST	DE PERE CITY OF	EXEMPT	$0.00
WD-955	303 REID ST	REID STREET RETAIL LLC	$1,284,400	$1,950.00
WD-961	325 REID ST	MASTERS PROPERTIES OF DE PERE LLC	$7,486,300	$1,950.00
WD-965	401 REID ST	CKROLL PROPERTIES LLC	$746,000	$1,305.50
Total Value within BID			**$68,995,400.00**	
Total Revenue of BID Assessments				**$88,085.35**

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

APPENDIX D: Wisconsin Statutes Section 66.1109

Wisconsin BID Law: 66.1109 Business improvement districts.

(1) In this section:

(a) "BID Board" means a business improvement district board appointed under sub. (3) (a).

(b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.

(c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.

(d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.

(e) "Municipality" means a city, village or town.

(f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:

1. The special assessment method applicable to the business improvement district.

1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.

2. The kind, number and location of all proposed expenditures within the business improvement district.
3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.
4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.
5. A legal opinion that subds. 1. to 4. have been complied with.

(g) "Planning commission" means a plan commission under s. 62.23, or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under par. (b) has petitioned the municipality for creation of a business improvement district.

(b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.

(c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

class 2 notice under Ch. 985. Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detailed map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

(d) Within 30 days after the hearing under par. (c), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.

(e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(3) (a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.

(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include an independent certified audit of the implementation of the operating plan obtained by the municipality. The municipality shall obtain an additional independent certified audit upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits required under sub. (3) (c) or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under par. (c) and unless the business improvement district is not terminated under par. (e).

(5) (a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. 70.11 may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

Unofficial text from Wis Stats. database. See printed Statutes and Wis. Acts for official text under s. 35.18(2) stats. Report errors to the Revisor of Statutes at (608) 266-2011, FAX 264-6978.

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

APPENDIX E: Adopted Bylaws

BUSINESS IMPROVEMENT DISTRICT

ARTICLE I
MEMBERS

All owners of property located within the District shall automatically be members of the De Pere Business Improvement District. All members shall have the right to vote on any issue that is placed before the members by the Board of Directors.

ARTICLE II
MEMBERSHIP MEETINGS

Section 1. Annual Meeting. An annual meeting of the membership shall be held in each calendar year at such time and place as may be determined by the Board of Directors for the purpose of transacting such business as may be properly brought before the meeting.

Section 2. Special Meeting. Special meetings of the membership shall be held at any time and place as may be designated in the notice of said meeting, upon call of the chairman of the Board of Directors.

Section 3. Notice. Email (or mail) notice of every meeting of the membership (annual or special), stating the place, date, and hour of the meeting, shall be sent to each member not less than seven (7) or more than thirty (30) days before the date of the meeting. Other interested parties shall be given such notice of meetings as the Board of Directors deem appropriate.

Section 4. Proceedings. Roberts Rules of Order shall govern the parliamentary procedures at all meetings when not in conflict with these Bylaws except that there shall be no minimum number of members necessary to attend any meeting by a majority vote of the active members present.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Federal Requirement. BID district members can recommend future board members to the BID Board. The BID Board will provide the recommended nominations to the Mayor. The Mayor appoints members from these nominations to the BID Board. The BID Board includes a representative of the Mayor or Council. State law requires that the BID Board be composed of at least 4 members and the majority of the BID Board members be owners or occupants of property within the District. Appointments must be made by the Mayor and confirmed by the City Council.

Section 2. Responsibilities. The BID Board's primary responsibility will be contracting for implementation of the current year's DBI Operating Plan, contracting for preparation of an annual report and audit of the District, annually considering and making changes to this DBI Operating Plan and submitting the DBI Operating Plan for the following year to the Common Council of the City of De Pere for approval, and all other powers granted in this DBI Operating Plan and Bylaws. This will require the BID Board to negotiate with providers of services (primarily to Definitely De Pere) and materials to carry out the DBI Operating Plan; to enter into various contracts; to monitor development activity; and to ensure the District's compliance with the provisions of applicable statutes and regulations.

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

Section 3. BID Board Composition. The BID Board shall consist of seven (7) members. A majority (at least 4) of the members shall be owners or occupants of real property within the District. The Board shall have the following composition:

a. 2 Owners of property in the District.
b. 1 representative from Service/Retail, Hospitality and Office.
c. 1 Community representative with no property ownership or business interests within the District. The appointee shall be a resident of the City of De Pere.
d. 1 representative of the City of De Pere, appointed by the Common Council.

Any BID Board member who because of transfer of ownership of property is no longer eligible to act as a representative shall be replaced.

Section 4. BID Board Term. Appointments to the BID Board shall be for a period of 3 years, except that initially 3 members are appointed for a period of 3 years, 2 members shall be appointed for 2 years, and 2 members shall be appointed for 1 year, each term ending on December 31 of the applicable year. The BID Board may remove, by majority vote, a BID Board member who is absent from more than 3 meetings, without valid excuse. Any BID Board vacancy (except the Mayor's or City Council's Member) shall be filled by nomination of the Mayor.

Section 5. Compensation. The BID Board members shall receive no compensation for serving on the BID Board.

Section 6. Meetings. All meetings of the BID Board shall be governed by the Wisconsin Open Meetings Law. Meetings will be posted on the City of De Pere's website. Minutes will be recorded and submitted to the City and the BID Board. Roberts Rules of Order shall govern the parliamentary procedures at all meetings when not in conflict with these Bylaws.

Section 7. Record Keeping. Files and records of the BID Board's affairs shall be kept pursuant to public records requirements. Records of the BID Board will be kept at the De Pere City Hall.

Section 8. Staffing. The BID Board shall contract for staffing services pursuant to this DBI Operating Plan and subsequent modifications thereof. It is contemplated that such staff and services shall be contracted with Definitely De Pere, unless requested otherwise by the BID Board; the Board of Directors of Definitely De Pere may attend all meetings of the BID Board, but will not have voting authority.

Section 9. Officers. The BID Board shall appoint a Chairman, Treasurer and Secretary, any two of the three of which shall have the power to execute documents on behalf of the full BID Board, for purposes authorized by the full BID Board.

Section 10. Quorum. At all meetings of the BID Board, a majority of the voting members thereof shall constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of the BID Board, the Directors present may adjourn and reschedule the meeting until a quorum shall be present.

Section 11. Consent. Any action required or permitted to be taken at any meeting of the BID Board of Directors may be taken without a meeting, if all members of the BID Board consent hereto in writing, setting forth the action taken, and the writing or writings are filed with the minutes of the proceedings. Such consent shall have the same force and effect as unanimous vote of the BID Board.

Section 12. BID Board Powers. The BID Board shall have all the powers authorized by law, including but not limited to, the following powers:

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

1. To manage the affairs of the District.
2. To undertake on its own accord or to assist in development, underwriting or guaranteeing public improvements within the District.
3. To apply for, accept, and use grants and gifts for these purposes.
4. To contract on behalf of the BID with Definitely De Pere, to carry out the DBI Operating Plan under the direction of the BID Board.
5. To develop, advertise and promote the existing and potential benefits of the District.
6. To promote new investment and appreciation in value of existing investments.
7. To elect officers, and contract out work as necessary to carry out these goals.
8. To add to the beautification and/or maintenance of the District.
9. To annually consider and make changes to the DBI Operating Plan which may include termination of the BID.

It is anticipated that the BID Board will utilize the above powers in the capacity of directing and delegating to Definitely De Pere, many of its duties and responsibilities while retaining the overall authority and responsibility for such drafting and implementation of the DBI Operating Plan.

Section 13. BID Board Authority. The BID Board of Directors shall be required to conform to the DBI Operating Plan presented to and approved by the De Pere Common Council each year and shall be subject to the Wisconsin Statutes covering the Business Improvement Districts (BIDs).

ARTICLE IV
COMMITTEES

Section 1. There shall be such standing committees as the BID Board may determine. The terms of the committees shall be for 1 year commencing at the time of the annual membership meeting.

ARTICLE V
OFFICERS

Section 1. General. The Officers of the District BID shall consist of a Chairman, a Secretary, and a Treasurer and such other officers and assistant officers as may be deemed necessary.

Section 2. Election. Officers shall be BID Board members and staff shall be elected by the Board of Directors annually at the annual meeting. No BID Board member may hold more than one office. Officers may serve more than one term if reelected.

Section 3. Powers and Duties. Except as hereinafter provided, the officers of the BID Board shall each have such powers and duties as generally pertain to their respective office, as well as those that from time to time may be conferred by the membership of the BID Board of Directors.

A. Chairman. The Chairman shall preside at all business meetings, but may at his or her discretion or at the suggestion of the Directors arrange for another officer to preside at other meetings. The Chairman shall perform such duties as are usually incumbent upon that officer, such duties as may be directed by resolution of the Board of Directors.

B. Secretary. The Secretary shall record and maintain in good order all minutes of all meetings and all records and correspondence of the District BID, and shall email copies of the minutes of each membership meeting to all members within 60 days of the conclusion of each meeting. The Secretary shall also have such duties as may be assigned by the membership or the Board of Directors.

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

C. Treasurer. The Treasurer shall maintain in good order all financial records of the District BID. The Treasurer shall also have such other duties as may be assigned by the membership Board of Directors.

D. Temporary Officers. In case of absence or disability of any officer and of any person authorized to perform duties in his or her place during such periods of absence or disability, the Chairman may from time to time delegate the powers and duties of such officer to any other officer or any other member.

ARTICLE VI
FINANCES

Section 1. Authority. Except as the Board of Directors may generally or in particular cases authorize the execution thereof in some other manner, all checks, drafts, and other instruments for the payment of money and all instruments of transfer of securities, shall be signed in the name and on behalf of the BID by any of the three officers.

Section 2. Financial Institution. All funds of the BID shall be deposited from time to time to the credit of the BID in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 3. Funding Services. The Board of Directors may accept on behalf of the BID any contribution, gift, bequest or device for general purposes or for any special purpose of the BID.

ARTICLE VII
AMENDMENTS

Section 1. Authority. The Common Council of the City of De Pere, upon the consent of the Board of Directors, shall have the power to alter, amend, or repeal the Bylaws or adopt new Bylaws.

Section 2. Process. The BID may also annually present amendments to the Bylaws. The following process for approval of the amended Bylaws will be as follows:

A. The BID Board will review the proposed BID Bylaws and make a recommendation to the De Pere ~~Plan Commission~~ Common Council.
~~B. The City of De Pere Plan Commission will review the proposed amended BID Bylaws and will make a recommendation to the Common Council.~~
C. The Common Council will act on the proposed amended BID Bylaws.

Section 3. Generally. It is anticipated that the BID Board will continue to revise and develop the Bylaws annually, in response to changing development needs and opportunities in the District, within the purpose and objectives defined herein and in the DBI Operating Plan.

Adopted by BID Board on: **July 17, 2015**

Amended by BID Board on: **August 21, 2015**

Adopted by City of De Pere Common Council on:

Attachment: DBI_OperatingPlan_Final_2016 (3891 : Resolution #15-105, 2016 Operating Plan)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**Planning**
FROM:	**Sarah Wallace**
SUBJECT:	**Resolution #15-106, Adopting Amended By-Laws for City of De Pere Business Improvement District #1.**

The Business Improvement District Board and the Plan Commission have approved the changes to the BID bylaws.

ATTACHMENTS:

- Reso15-106 (DOCX)
- Final Bylaws update 8_21_15 (DOCX)

RESOLUTION #15-106

ADOPTING AMENDED BY-LAWS FOR
CITY OF DE PERE BUSINESS IMPROVEMENT DISTRICT #1

WHEREAS, on November 4, 2014, the Common Council approved the creation of City of De Pere Business Improvement District #1, including the adoption of the Business Improvement District 2015 Operating Plan and By-Laws for the De Pere Business Improvement District ("By-Laws"); and

WHEREAS, the Business Improvement District #1 Board has recommended changes to the By-Laws, which are set forth in the Business Improvement District By-Laws, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the City Plan Commission reviewed the amended By-Laws and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council adopts the amended Business Improvement District By-Laws.

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 15th day of September, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso15-106 (3890 : Resolution #15-106, BID Bylaws)

BYLAWS FOR DE PERE
BUSINESS IMPROVEMENT DISTRICT

ARTICLE I
MEMBERS

All owners of property located within the District shall automatically be members of the De Pere Business Improvement District. All members shall have the right to vote on any issue that is placed before the members by the Board of Directors.

ARTICLE II
MEMBERSHIP MEETINGS

Section 1. Annual Meeting. An annual meeting of the membership shall be held in each calendar year at such time and place as may be determined by the Board of Directors for the purpose of transacting such business as may be properly brought before the meeting.

Section 2. Special Meeting. Special meetings of the membership shall be held at any time and place as may be designated in the notice of said meeting, upon call of the chairman of the Board of Directors.

Section 3. Notice. Email (or mail) notice of every meeting of the membership (annual or special), stating the place, date, and hour of the meeting, shall be sent to each member not less than seven (7) or more than thirty (30) days before the date of the meeting. Other interested parties shall be given such notice of meetings as the Board of Directors deem appropriate.

Section 4. Proceedings. Roberts Rules of Order shall govern the parliamentary procedures at all meetings when not in conflict with these Bylaws except that there shall be no minimum number of members necessary to attend any meeting by a majority vote of the active members present.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Federal Requirement. BID district members can recommend future board members to the BID Board. The BID Board will provide the recommended nominations to the Mayor. The Mayor appoints members from these nominations to the BID Board. The BID Board includes a representative of the Mayor or Council. State law requires that the BID Board be composed of at least 4 members and the majority of the BID Board members be owners or occupants of property within the District. Appointments must be made by the Mayor and confirmed by the City Council.

Section 2. Responsibilities. The BID Board's primary responsibility will be contracting for implementation of the current year's DBI Operating Plan, contracting for preparation of an annual report and audit on the District, annually considering and making changes to this DBI Operating Plan and submitting the DBI Operating Plan for the following year to the Common Council of the City of De Pere for approval, and all other powers granted in this DBI Operating Plan and Bylaws. This will require the BID Board to negotiate with providers of services (primary to Definitely De Pere) and materials to carry out the DBI Operating Plan; to enter into various contracts; to monitor development activity; and to ensure the District's compliance with the provisions of applicable statutes and regulations.

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b. 1 representative from Service/Retail, Hospitality and Office

Exhibit 1

Attachment: Final Bylaws update 8_21_15 (3890 : Resolution #15-106, BID Bylaws)

c. 1 Community representative with no property ownership or business interests within the District. The appointee shall be a resident of the City of De Pere.
d. 1 representative of the City of De Pere, appointed by the Common Council.

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Section 12. BID Board Powers. The BID Board shall have all the powers authorized by law, including but not limited to, the following powers:

1. To manage the affairs of the District.
2. To undertake on its own accord or to assist in development, underwriting or guaranteeing public improvements within the District.
3. To apply for, accept, and use grants and gifts for these purposes.

Attachment: Final Bylaws update 8_21_15 (3890 : Resolution #15-106, BID Bylaws)

4. To contract on behalf of the BID with Definitely De Pere, to carry out the DBI Operational Plan under the direction of the BID Board.
5. To develop, advertise and promote the existing and potential benefits of the District.
6. To promote new investment and appreciation in value of existing investments.
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B. Secretary. The Secretary shall record and maintain in good order all minutes of all meetings and all records and correspondence of the District BID, and shall email copies of the minutes of each membership meeting to all members within 60 days from the conclusion of each meeting. The Secretary shall also have such duties as may be assigned by the membership or the Board of Directors.

C. Treasurer. The Treasurer shall maintain in good order all financial records of the District BID. The Treasurer shall also have such other duties as may be assigned by the membership Board of Directors.

Attachment: Final Bylaws update 8_21_15 (3890 : Resolution #15-106, BID Bylaws)

D. Temporary Officers. In case of absence or disability of any officer and of any person authorized to perform duties in his or her place during such periods of absence or disability, the Chairman may from time to time delegate the powers and duties of such officer to any other officer or any other member.

ARTICLE VI
FINANCES

Section 1. Authority. Except as the Board of Directors may generally or in particular cases authorize the execution thereof in some other manner, all checks, drafts, and other instruments for the payment of money and all instruments of transfer of securities, shall be signed in the name and on behalf of the BID by any of the three officers.

Section 2. Financial Institution. All funds of the BID shall be deposited from time to time to the credit of the BID in such banks, trust companies, or other depositories as the Board of Directors may select.

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Adopted by BID Board on: **July 17, 2015**

Amended by BID Board on: **August 21, 2015**

Adopted by City of De Pere Common Council on:

Attachment: Final Bylaws update 8_21_15 (3890 : Resolution #15-106, BID Bylaws)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Defnet**
SUBJECT:	**Voucher Approval.**

ATTACHMENTS:

- 9-15-15 VOUCHERS (PDF)

9/08/2015 4:07 PM A / P CHECK REGISTER PAGE: 1

PACKET: 04897 SEP 2015 COUNCIL -2 9-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0302	AIRGAS USA LLC							
	I-9042624709	AIRGAS USA LLC	R	9/15/2015		65.00CR	076159	65.00
2982	ALL CITY COMMUNICATIONS							
	I-4699567-090115	ALL CITY COMMUNICATIONS	R	9/15/2015		193.10CR	076160	193.10
0849	AMBROSIUS CONCRETE SUPPLIES INC							
	I-326116	AMBROSIUS CONCRETE SUPPLIES IN	R	9/15/2015		9.00CR	076161	9.00
0007	AMBROSIUS SALES & SERVICE							
	I-94437	AMBROSIUS SALES & SERVICE	R	9/15/2015		20.30CR	076162	
	I-94906	AMBROSIUS SALES & SERVICE	R	9/15/2015		20.50CR	076162	40.80
0653	ANIMAL HOSPITAL OF DE PERE							
	I-174229	ANIMAL HOSPITAL OF DE PERE	R	9/15/2015		50.00CR	076163	50.00
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-78678	BADGER MAILING & SHIPPING SYST	R	9/15/2015		161.96CR	076164	161.96
0020	BADGERLAND PRINTING INC							
	I-26202	BADGERLAND PRINTING INC	R	9/15/2015		185.00CR	076165	
	I-26240	BADGERLAND PRINTING INC	R	9/15/2015		54.00CR	076165	239.00
0023	BATTERIES PLUS LLC							
	I-501-238862-01	BATTERIES PLUS LLC	R	9/15/2015		28.99CR	076166	
	I-501-468052	BATTERIES PLUS LLC	R	9/15/2015		106.95CR	076166	135.94
0027	BAY TOWEL INC							
	I-2031307	BAY TOWEL INC	R	9/15/2015		72.41CR	076167	
	I-2033347	BAY TOWEL INC	R	9/15/2015		130.24CR	076167	
	I-2033368	BAY TOWEL INC	R	9/15/2015		60.02CR	076167	
	I-2034772	BAY TOWEL INC	R	9/15/2015		212.96CR	076167	
	I-2034773	BAY TOWEL INC	R	9/15/2015		72.41CR	076167	
	I-2038282	BAY TOWEL INC	R	9/15/2015		212.96CR	076167	
	I-2038283	BAY TOWEL INC	R	9/15/2015		72.41CR	076167	
	I-2038284	BAY TOWEL INC	R	9/15/2015		39.28CR	076167	
	I-2040338	BAY TOWEL INC	R	9/15/2015		60.02CR	076167	
	I-2041757	BAY TOWEL INC	R	9/15/2015		44.02CR	076167	
	I-2041758	BAY TOWEL INC	R	9/15/2015		74.02CR	076167	1,050.75
0033	BIRDSEYE DAIRY INC							
	I-27839	BIRDSEYE DAIRY INC	R	9/15/2015		75.08CR	076168	
	I-28145	BIRDSEYE DAIRY INC	R	9/15/2015		57.03CR	076168	132.11

Attachment: 9-15-15 VOUCHERS (3932 : Voucher Approval.)

PACKET: 04897 SEP 2015 COUNCIL -2 9-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1532	BOBCAT PLUS INC							
	C-CR07316	BOBCAT PLUS INC	R	9/15/2015		378.00	076169	
	I-IG24995	BOBCAT PLUS INC	R	9/15/2015		130.02CR	076169	
	I-LG01466	BOBCAT PLUS INC	R	9/15/2015		50.00CR	076169	
	I-RB53548	BOBCAT PLUS INC	R	9/15/2015		378.00CR	076169	180.02
2831	BODART ELECTRIC SERVICE INC							
	I-7963	BODART ELECTRIC SERVICE INC	R	9/15/2015		4,010.00CR	076170	4,010.00
0649	BRAUER SUPPLY & EQUIPMENT							
	I-201508273	BRAUER SUPPLY & EQUIPMENT	R	9/15/2015		22.92CR	076171	22.92
0038	BROADWAY AUTOMOTIVE INC							
	I-451604	BROADWAY AUTOMOTIVE INC	R	9/15/2015		223.75CR	076172	223.75
2944	BROWN COUNTY JAIL							
	I-201509085091	BROWN COUNTY JAIL	R	9/15/2015		760.00CR	076173	760.00
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201509085092	BROWN COUNTY REGISTER OF DEEDS	R	9/15/2015		230.00CR	076174	230.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-210727	CARQUEST AUTO PARTS LLC	R	9/15/2015		33.10CR	076175	
	I-6339-210869	CARQUEST AUTO PARTS LLC	R	9/15/2015		33.32CR	076175	66.42
1962	CASPERS TRUCK EQUIPMENT INC							
	I-9225-IN	CASPERS TRUCK EQUIPMENT INC	R	9/15/2015		69.46CR	076176	69.46
0536	CDW GOVERNMENT INC							
	I-XJ62695	CDW GOVERNMENT INC	R	9/15/2015		624.88CR	076177	
	I-XN00311	CDW GOVERNMENT INC	R	9/15/2015		1,146.44CR	076177	1,771.32
2708	CLEANING SOLUTION SERVICES INC							
	I-10396	CLEANING SOLUTION SERVICES INC	R	9/15/2015		36.70CR	076178	
	I-10697	CLEANING SOLUTION SERVICES INC	R	9/15/2015		450.00CR	076178	
	I-10755	CLEANING SOLUTION SERVICES INC	R	9/15/2015		143.40CR	076178	
	I-10780	CLEANING SOLUTION SERVICES INC	R	9/15/2015		1,375.00CR	076178	
	I-10781	CLEANING SOLUTION SERVICES INC	R	9/15/2015		1,732.00CR	076178	
	I-10782	CLEANING SOLUTION SERVICES INC	R	9/15/2015		1,265.00CR	076178	5,002.10
7248	COBBLER SHOP, THE							
	I-4105	COBBLER SHOP, THE	R	9/15/2015		156.89CR	076179	156.89

Attachment: 9-15-15 VOUCHERS (3932 : Voucher Approval.)

PACKET: 04897 SEP 2015 COUNCIL -2 9-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0217	COUNTRY VISIONS COOPERATIVE							
	I-201509085106	COUNTRY VISIONS COOPERATIVE	R	9/15/2015		36.95CR	076180	
	I-201509085107	COUNTRY VISIONS COOPERATIVE	R	9/15/2015		17.89CR	076180	54.84
6511	DENIS, PAM							
	I-201509085093	DENIS, PAM	R	9/15/2015		18.98CR	076181	18.98
0075	DIGGERS HOTLINE INC							
	I-150 7 36402	DIGGERS HOTLINE INC	R	9/15/2015		45.24CR	076182	45.24
7249	DLZ							
	I-134544	DLZ	R	9/15/2015		3,498.35CR	076183	3,498.35
0086	EMPLOYEE RESOURCE CENTER INC							
	I-ERC-0815-5622	EMPLOYEE RESOURCE CENTER INC	R	9/15/2015		345.00CR	076184	345.00
7250	EPS DIGITAL							
	I-72861	EPS DIGITAL	R	9/15/2015		440.00CR	076185	440.00
0091	FASTENAL COMPANY							
	I-WIGRE315268	FASTENAL COMPANY	R	9/15/2015		16.84CR	076186	16.84
0331	FERGUSON WATERWORKS #1476 INC							
	I-180420	FERGUSON WATERWORKS #1476 INC	R	9/15/2015		11,602.50CR	076187	
	I-180421	FERGUSON WATERWORKS #1476 INC	R	9/15/2015		1,809.16CR	076187	13,411.66
7096	JAMES M. FICO PHD							
	I-201509085094	JAMES M. FICO PHD	R	9/15/2015		325.00CR	076188	325.00
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2004741-00	FIRST SUPPLY GREEN BAY LLC	R	9/15/2015		368.79CR	076189	
	I-2132177-00	FIRST SUPPLY GREEN BAY LLC	R	9/15/2015		38.09CR	076189	
	I-2350890-00	FIRST SUPPLY GREEN BAY LLC	R	9/15/2015		30.69CR	076189	
	I-8589940-00	FIRST SUPPLY GREEN BAY LLC	R	9/15/2015		43.62CR	076189	481.19
1891	GANNETT WI MEDIA							
	I-9199600	GANNETT WI MEDIA	R	9/15/2015		512.20CR	076190	512.20
6227	GLOBALSTAR USA							
	I-1000000006705820	GLOBALSTAR USA	R	9/15/2015		319.05CR	076191	319.05
0116	GRAINGER INC							
	I-9828489048	GRAINGER INC	R	9/15/2015		132.36CR	076192	132.36

Attachment: 9-15-15 VOUCHERS (3932 : Voucher Approval.)

PACKET: 04897 SEP 2015 COUNCIL -2 9-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-980596457	GRAYBAR ELECTRIC COMPANY INC	R	9/15/2015		17.17CR	076193	17.17
2044	GREEN BAY TITLE COMPANY INC							
	I-TS59070	GREEN BAY TITLE COMPANY INC	R	9/15/2015		310.00CR	076194	310.00
4902	HALRON LUBRICANTS INC							
	C-739349-00	HALRON LUBRICANTS INC	R	9/15/2015		20.00	076195	
	I-756896-00	HALRON LUBRICANTS INC	R	9/15/2015		268.60CR	076195	248.60
3521	HD SUPPLY WATERWORKS LTD							
	I-E348694	HD SUPPLY WATERWORKS LTD	R	9/15/2015		789.24CR	076196	789.24
7251	HEART OF WORSHIP CHURCH							
	I-1	HEART OF WORSHIP CHURCH	R	9/15/2015		300.00CR	076197	300.00
5674	HOME TEAM SPORTS & APPAREL INC							
	I-27110	HOME TEAM SPORTS & APPAREL INC	R	9/15/2015		145.80CR	076198	145.80
1399	INDOFF INC							
	I-2670977	INDOFF INC	R	9/15/2015		189.22CR	076199	
	I-2672567	INDOFF INC	R	9/15/2015		116.30CR	076199	
	I-2672568	INDOFF INC	R	9/15/2015		159.75CR	076199	
	I-2673109	INDOFF INC	R	9/15/2015		35.80CR	076199	
	I-2673997	INDOFF INC	R	9/15/2015		128.83CR	076199	
	I-2673998	INDOFF INC	R	9/15/2015		136.99CR	076199	
	I-2674609	INDOFF INC	R	9/15/2015		54.06CR	076199	
	I-2675221	INDOFF INC	R	9/15/2015		164.52CR	076199	
	I-2677223	INDOFF INC	R	9/15/2015		22.54CR	076199	
	I-2678185	INDOFF INC	R	9/15/2015		383.40CR	076199	1,391.41
0567	INDUSTRIAL MARKETING CORP							
	I-40289	INDUSTRIAL MARKETING CORP	R	9/15/2015		52.96CR	076200	
	I-40321	INDUSTRIAL MARKETING CORP	R	9/15/2015		237.71CR	076200	290.67
5778	INSITUFORM TECHNOLOGIES USA INC							
	I-15-03 (1)	INSITUFORM TECHNOLOGIES USA IN	R	9/15/2015		119,613.70CR	076201	119,613.70
1338	JAMES E KOCKEN TRUCKING							
	I-729	JAMES E KOCKEN TRUCKING	R	9/15/2015		238.50CR	076202	
	I-731	JAMES E KOCKEN TRUCKING	R	9/15/2015		238.50CR	076202	477.00

Attachment: 9-15-15 VOUCHERS (3932 : Voucher Approval.)

PACKET: 04897 SEP 2015 COUNCIL -2 9-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	JANSSEN, GARY & MARY							
	I-201509085095	MAILBOX	R	9/15/2015		50.00CR	076203	50.00
2602	JOSSART BROTHERS INC							
	I-7-19	JOSSART BROTHERS INC	R	9/15/2015		1,061.10CR	076204	
	I-7-20	JOSSART BROTHERS INC	R	9/15/2015		2,673.65CR	076204	
	I-JB-1	JOSSART BROTHERS INC	R	9/15/2015		1,326.38CR	076204	5,061.13
1276	JX ENTERPRISES INC							
	I-D-252170009	JX ENTERPRISES INC	R	9/15/2015		21.59CR	076205	
	I-D-252260009	JX ENTERPRISES INC	R	9/15/2015		21.59CR	076205	
	I-D-252390008	JX ENTERPRISES INC	R	9/15/2015		11.22CR	076205	
	I-D-252390021	JX ENTERPRISES INC	R	9/15/2015		102.54CR	076205	
	I-D-252400004	JX ENTERPRISES INC	R	9/15/2015		40.00CR	076205	
	I-D-252470061	JX ENTERPRISES INC	R	9/15/2015		276.16CR	076205	473.10
0149	KIMCO ENGRAVING INC							
	I-27557	KIMCO ENGRAVING INC	R	9/15/2015		14.92CR	076206	14.92
3140	KUNDINGER FLUID POWER INC							
	I-50347618	KUNDINGER FLUID POWER INC	R	9/15/2015		153.55CR	076207	153.55
6444	KWIK TRIP INC							
	I-201509085108	KWIK TRIP INC	R	9/15/2015		257.61CR	076208	257.61
6577	LAKELAND LAWNCARE							
	I-56059	LAKELAND LAWNCARE	R	9/15/2015		875.00CR	076209	875.00
0154	LAMERS BUS LINES INC							
	I-474419	LAMERS BUS LINES INC	R	9/15/2015		284.07CR	076210	284.07
0156	LAWSON PRODUCTS INC							
	I-9303475431	LAWSON PRODUCTS INC	R	9/15/2015		91.73CR	076211	
	I-9303481910	LAWSON PRODUCTS INC	R	9/15/2015		435.92CR	076211	527.65
0160	LIZER OF WI INC							
	I-56769AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	
	I-56770AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	
	I-56771AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	
	I-56772AD	LIZER OF WI INC	R	9/15/2015		137.50CR	076212	
	I-56773AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	
	I-56774AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	
	I-56775AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	
	I-56776AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	
	I-56777AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	
	I-56778AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	
	I-56779AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	
	I-56780AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	
	I-56781AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	
	I-56782AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	
	I-56783AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	
	I-56784AD	LIZER OF WI INC	R	9/15/2015		165.00CR	076212	

Attachment: 9-15-15 VOUCHERS (3932 : Voucher Approval.)

PACKET: 04897 SEP 2015 COUNCIL -2 9-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	9/15/2015			076213	**VOID**
7193	MACHKOVICH ROOFING LLC							
	I-201509085096	MACHKOVICH ROOFING LLC	R	9/15/2015		300.00CR	076214	300.00
1443	MARTIN SYSTEMS INC							
	I-122006	MARTIN SYSTEMS INC	R	9/15/2015		179.00CR	076215	
	I-122778	MARTIN SYSTEMS INC	R	9/15/2015		219.00CR	076215	398.00
7190	STEVE MASSEY							
	I-201509085110	STEVE MASSEY	R	9/15/2015		123.05CR	076216	123.05
0173	MENARDS INC							
	I-67764	MENARDS INC	R	9/15/2015		5.16CR	076217	
	I-68296	MENARDS INC	R	9/15/2015		149.85CR	076217	
	I-68297	MENARDS INC	R	9/15/2015		67.26CR	076217	
	I-68304	MENARDS INC	R	9/15/2015		46.51CR	076217	
	I-68346	MENARDS INC	R	9/15/2015		16.40CR	076217	
	I-68377	MENARDS INC	R	9/15/2015		41.46CR	076217	
	I-68560	MENARDS INC	R	9/15/2015		40.48CR	076217	
	I-68721	MENARDS INC	R	9/15/2015		0.50CR	076217	
	I-69249	MENARDS INC	R	9/15/2015		548.70CR	076217	
	I-69312	MENARDS INC	R	9/15/2015		39.99CR	076217	956.31
0902	MILLER & ASSOC SAUK PRAIRIE INC							
	I-216393	MILLER & ASSOC SAUK PRAIRIE IN	R	9/15/2015		1,030.00CR	076218	
	I-216422	MILLER & ASSOC SAUK PRAIRIE IN	R	9/15/2015		515.00CR	076218	1,545.00
0572	MIRACLE RECREATION EQUIPMENT CO							
	I-765466	MIRACLE RECREATION EQUIPMENT C	R	9/15/2015		949.28CR	076219	949.28
3143	ELLEN MOORE							
	I-201509085097	ELLEN MOORE	R	9/15/2015		174.51CR	076220	174.51
1475	MUNICIPAL CODE CORP							
	I-259656	MUNICIPAL CODE CORP	R	9/15/2015		1,821.34CR	076221	1,821.34
2821	NEENAH FOUNDRY COMPANY							
	I-124916	NEENAH FOUNDRY COMPANY	R	9/15/2015		4,477.00CR	076222	4,477.00
7129	NELSON TACTICAL							
	I-201509085098	NELSON TACTICAL	R	9/15/2015		199.36CR	076223	199.36

Attachment: 9-15-15 VOUCHERS (3932 : Voucher Approval.)

PACKET: 04897 SEP 2015 COUNCIL -2 9-15-15

VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7252	NEWCOMERS							
	I-3182	NEWCOMERS	R	9/15/2015		100.00CR	076224	100.00
3191	NIELSON COMMUNICATIONS INC							
	I-AT10166	NIELSON COMMUNICATIONS INC	R	9/15/2015		49.90CR	076225	
	I-GB15-19419	NIELSON COMMUNICATIONS INC	R	9/15/2015		13.65CR	076225	
	I-GB15-19420	NIELSON COMMUNICATIONS INC	R	9/15/2015		357.16CR	076225	420.71
7216	GWENDOLYN NINHAM							
	I-201509085099	GWENDOLYN NINHAM	R	9/15/2015		200.00CR	076226	200.00
0531	NORTHEAST AUTO PARTS INC							
	C-304221	NORTHEAST AUTO PARTS INC	R	9/15/2015		11.99	076227	
	I-303717	NORTHEAST AUTO PARTS INC	R	9/15/2015		57.70CR	076227	
	I-303837	NORTHEAST AUTO PARTS INC	R	9/15/2015		58.46CR	076227	
	I-303920	NORTHEAST AUTO PARTS INC	R	9/15/2015		1.79CR	076227	
	I-303971	NORTHEAST AUTO PARTS INC	R	9/15/2015		56.99CR	076227	
	I-304138	NORTHEAST AUTO PARTS INC	R	9/15/2015		50.32CR	076227	
	I-304141	NORTHEAST AUTO PARTS INC	R	9/15/2015		10.69CR	076227	
	I-304142	NORTHEAST AUTO PARTS INC	R	9/15/2015		39.99CR	076227	
	I-304159	NORTHEAST AUTO PARTS INC	R	9/15/2015		51.99CR	076227	
	I-304162	NORTHEAST AUTO PARTS INC	R	9/15/2015		23.98CR	076227	
	I-304203	NORTHEAST AUTO PARTS INC	R	9/15/2015		37.98CR	076227	
	I-304274	NORTHEAST AUTO PARTS INC	R	9/15/2015		8.94CR	076227	
	I-304319	NORTHEAST AUTO PARTS INC	R	9/15/2015		24.75CR	076227	
	I-304372	NORTHEAST AUTO PARTS INC	R	9/15/2015		164.00CR	076227	
	I-304418	NORTHEAST AUTO PARTS INC	R	9/15/2015		6.60CR	076227	
	I-304431	NORTHEAST AUTO PARTS INC	R	9/15/2015		12.99CR	076227	
	I-304437	NORTHEAST AUTO PARTS INC	R	9/15/2015		220.00CR	076227	815.18
VOID	VOID CHECK		V	9/15/2015			076228	**VOID**
5433	NORTHEAST WI TECH COLLEGE							
	I-CS27878	NORTHEAST WI TECH COLLEGE	R	9/15/2015		90.00CR	076229	90.00
0571	NORTHERN PIPE EQUIPMENT INC							
	I-288	NORTHERN PIPE EQUIPMENT INC	R	9/15/2015		135.73CR	076230	135.73
0187	NSIGHT TELSERVICES							
	I-201509085100	NSIGHT TELSERVICES	R	9/15/2015		64.40CR	076231	64.40
1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BAY2089124	OVERHEAD DOOR CO OF GREEN BAY	R	9/15/2015		402.95CR	076232	
	I-BAY2089128	OVERHEAD DOOR CO OF GREEN BAY	R	9/15/2015		1,395.75CR	076232	1,798.70

Attachment: 9-15-15 VOUCHERS (3932 : Voucher Approval.)

PACKET: 04897 SEP 2015 COUNCIL -2 9-15-15

VENDOR SET: 01

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5222	P J KORTENS & CO INC							
	I-10017790	P J KORTENS & CO INC	R	9/15/2015		963.85CR	076233	
	I-10017807	P J KORTENS & CO INC	R	9/15/2015		532.26CR	076233	1,496.11
0197	PACKER CITY INTERNATIONAL INC							
	I-X101027643:01	PACKER CITY INTERNATIONAL INC	R	9/15/2015		18.70CR	076234	18.70
1331	PACKER FASTENER & SUPPLY INC							
	I-255696	PACKER FASTENER & SUPPLY INC	R	9/15/2015		15.00CR	076235	15.00
0584	PATRICK ZELZER AND ASSOCIATES							
	I-ZEL-2015003523	PATRICK ZELZER AND ASSOCIATES	R	9/15/2015		50.00CR	076236	50.00
0202	PEPSI COLA NEW INC							
	I-288606	PEPSI COLA NEW INC	R	9/15/2015		8.64CR	076237	
	I-291528	PEPSI COLA NEW INC	R	9/15/2015		72.00CR	076237	80.64
1	PLANT DISEASE DIAG CLINIC							
	I-201509085101	MELI	R	9/15/2015		25.00CR	076238	25.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-59058	PM SUPPLY - WRIGHT INDUSTRIAL	R	9/15/2015		217.58CR	076239	217.58
0208	POMP'S TIRE SERVICE INC							
	C-90025625	POMP'S TIRE SERVICE INC	R	9/15/2015		22.70	076240	
	I-1010031151	POMP'S TIRE SERVICE INC	R	9/15/2015		18.00CR	076240	
	I-90025486	POMP'S TIRE SERVICE INC	R	9/15/2015		22.70CR	076240	
	I-90025639	POMP'S TIRE SERVICE INC	R	9/15/2015		79.71CR	076240	
	I-90025832	POMP'S TIRE SERVICE INC	R	9/15/2015		60.00CR	076240	
	I-90025894	POMP'S TIRE SERVICE INC	R	9/15/2015		28.45CR	076240	186.16
1701	PRAXAIR DISTRIBUTION INC							
	I-53325522	PRAXAIR DISTRIBUTION INC	R	9/15/2015		136.66CR	076241	136.66
1246	PREVEA WORKMED INC							
	I-97286	PREVEA WORKMED INC	R	9/15/2015		116.55CR	076242	116.55
0395	PRO ONE JANITORIAL INC							
	I-104433	PRO ONE JANITORIAL INC	R	9/15/2015		979.00CR	076243	979.00
0220	QUILL CORP							
	I-7199257	QUILL CORP	R	9/15/2015		64.57CR	076244	64.57

Attachment: 9-15-15 VOUCHERS (3932 : Voucher Approval.)

PACKET: 04897 SEP 2015 COUNCIL -2 9-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1434	PAULA RAHN							
	I-201509085102	PAULA RAHN	R	9/15/2015		585.00CR	076245	585.00
1890	S I METALS AND SUPPLY							
	I-173495	S I METALS AND SUPPLY	R	9/15/2015		480.00CR	076246	
	I-173496	S I METALS AND SUPPLY	R	9/15/2015		24.00CR	076246	504.00
7088	SCHWEINER, NEAL							
	I-201509085103	SCHWEINER, NEAL	R	9/15/2015		237.30CR	076247	237.30
0242	SCOTT CONSTRUCTION INC							
	I-11496MB	SCOTT CONSTRUCTION INC	R	9/15/2015		57.75CR	076248	57.75
6224	SHELL FLEET PLUS							
	I-79133203508	SHELL FLEET PLUS	R	9/15/2015		48.27CR	076249	48.27
3234	SHERWIN WILLIAMS							
	I-3402-6	SHERWIN WILLIAMS	R	9/15/2015		27.43CR	076250	27.43
7049	SUNBELT RENTALS INC.							
	I-54239587-001	SUNBELT RENTALS INC.	R	9/15/2015		129.10CR	076251	129.10
1119	THE SWAN CLUB							
	I-201509085104	THE SWAN CLUB	R	9/15/2015		113.11CR	076252	113.11
0267	TRAFFIC & PARKING CONTROL INC							
	I-I500409	TRAFFIC & PARKING CONTROL INC	R	9/15/2015		120.00CR	076253	120.00
0268	TRUCK EQUIPMENT INC							
	I-652394-00	TRUCK EQUIPMENT INC	R	9/15/2015		76.96CR	076254	
	I-653772-00	TRUCK EQUIPMENT INC	R	9/15/2015		212.18CR	076254	289.14
6162	TRUGREEN							
	I-37478618	TRUGREEN	R	9/15/2015		45.00CR	076255	
	I-37481784	TRUGREEN	R	9/15/2015		45.00CR	076255	90.00
7015	US BANK EQUIPMENT FINANCE							
	I-201509085109	US BANK EQUIPMENT FINANCE	R	9/15/2015		207.50CR	076256	207.50
7071	USIC LOCATING SERVICES LLC							
	I-136138	USIC LOCATING SERVICES LLC	R	9/15/2015		520.00CR	076257	520.00

Attachment: 9-15-15 VOUCHERS (3932 : Voucher Approval.)

PACKET: 04897 SEP 2015 COUNCIL -2 9-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0277	VAN'S FIRE & SAFETY INC							
	I-4075276	VAN'S FIRE & SAFETY INC	R	9/15/2015		58.25CR	076258	
	I-4076097	VAN'S FIRE & SAFETY INC	R	9/15/2015		112.25CR	076258	
	I-4076098	VAN'S FIRE & SAFETY INC	R	9/15/2015		51.50CR	076258	
	I-4076099	VAN'S FIRE & SAFETY INC	R	9/15/2015		87.75CR	076258	309.75
3085	VANDERLOOP'S SHOES INC							
	I-I04-10005673	VANDERLOOP'S SHOES INC	R	9/15/2015		100.00CR	076259	100.00
4770	VERIZON WIRELESS							
	I-9750500298	VERIZON WIRELESS	R	9/15/2015		619.55CR	076260	619.55
3707	VIKING ELECTRIC SUPPLY							
	I-9626365	VIKING ELECTRIC SUPPLY	R	9/15/2015		56.34CR	076261	56.34
6093	WALT'S PETROLEUM SERVICE INC							
	I-74889	WALT'S PETROLEUM SERVICE INC	R	9/15/2015		225.53CR	076262	225.53
0282	WESCO DISTRIBUTION INC							
	I-227562	WESCO DISTRIBUTION INC	R	9/15/2015		55.60CR	076263	55.60
1860	WEYERS EQUIPMENT INC							
	I-01-70859	WEYERS EQUIPMENT INC	R	9/15/2015		568.74CR	076264	568.74
1181	WI PARK AND RECREATION ASSOC							
	I-201509085105	WI PARK AND RECREATION ASSOC	R	9/15/2015		300.00CR	076265	300.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	105	0.00	191,348.02	191,348.02
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	107	0.00	191,348.02	191,348.02

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 9-15-15 VOUCHERS (3932 : Voucher Approval.)

PACKET: 04897 SEP 2015 COUNCIL -2 9-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	9/2015	38,184.64CR
201	9/2015	148.79CR
208	9/2015	565.24CR
290	9/2015	310.00CR
405	9/2015	129,052.35CR
460	9/2015	30.00CR
601	9/2015	21,743.43CR
650	9/2015	1,313.57CR
ALL		191,348.02CR

Attachment: 9-15-15 VOUCHERS (3932 : Voucher Approval.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Defnet**
SUBJECT:	**Operator License Applications.**

ATTACHMENTS:

- Operator License Applications List (PDF)

CITY OF DE PERE - September 15, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
New Operator License Applications for the 2014-2016 Licensing Period					
1	BOYER II, GARY O.	1023 CORAL ST. #3	DE PERE	WI	54115
2	HONADEL, MARCIA A.	1183 HANSEN RD. 1F	GREEN BAY	WI	54304
3	HUSS, JOSHUA A.	1115 BROOKWOOD DR.	ASHWAUBENON	WI	54304
4	KAZIK, CAITLIN M.	817 ELM ST.	DE PERE	WI	54115
5	KUNTZ, KAYLA M.	2605 UNIVERSITY AVE. APT. 9	GREEN BAY	WI	54311
6	SCHNESE, RYAN S.	2744 VAN BEEK RD.	GREEN BAY	WI	54311
7	VAN SISTINE, HEIDI J.	1598 TIFFANY CT.	DE PERE	WI	54115
8	VER HAAGH, EMILY R.	2345 EASTMAN AVE. APT. 6	GREEN BAY	WI	54302

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2015**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #15-98, Authorizing Agreement Regarding Redevelopment Between the City of De Pere, the Redevelopment Authority of the City of De Pere and Broadway Investment Partners, LLC (102 North Broadway Street).**

ATTACHMENTS:

- Redevelopment Agreement Memo (PDF)
- Reso15-98 (DOCX)
- Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (DOCX)
- Exhibit A - Tadych (PDF)
- Exhibit B - Tadych (PDF)

CITY OF DE PERE MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
Theodore J. Penn, Chair
Members of the Redevelopment Authority of the City of De Pere

From: Judith Schmidt-Lehman, City Attorney

RE: Proposed Agreement Regarding Redevelopment of Certain Property Between the City of De Pere, the Redevelopment Authority of the City of De Pere, and Broadway Investment Partners, LLC (102 N. Broadway St.)

Date: September 10, 2015

Below is a synopsis of some of the major components of this proposed Redevelopment Agreement.

The City/RDA ("City") TID incentives for this development total $750,000, payable in four installments. The staggered nature of the payments is intended to encourage and ensure timely completion of the project. Those payments are as follows:

1. $90,000 upon closing (the purchase price for the property is also $90,000);
2. $285,000 within 15 days of approval of footings and foundation;
3. $225,000 payable within 15 days after a certificate of occupancy is issued for the first completed floor of the building (likely the 4th floor); and
4. $150,000 upon substantial completion of the project (defined as a certificate of occupancy having been issued for each floor of the project)

The guaranteed value of the building is $3 million as of January 1, 2017. A payment in lieu of tax obligation ("the deficit payment") becomes due to the City if the assessed value of the property is less than the guaranteed value. Unpaid deficit payments are placed on the tax roll as special charges.

After the Agreement is executed, there is a 90 day "inspection period" for due diligence type activities to occur. Closing on the property is to take place within 30 days after the expiration of the inspection period unless waived.

At closing, the City will obtain a mortgage of up to $750,000 on the property, second in security position only to the Developer's primary lender. This security interest is released upon substantial completion of the project.

Commencement of construction (defined as "physical work at the Fee Parcel has occurred such that the site is excavated and footing and foundation installation is underway") is required to begin within 60 days of closing. If it does not, the City must provide a notice of default and a 30 day period to cure the default (standard cure period in the agreement is 60 days.) If construction is still not started after that 30 day cure period, title to the property is to return to the City.

Construction is expected to be completed by December 31, 2016. If not, the $10,000 deposit required under the Agreement is subject to forfeiture. Other remedies, including the deficit payment, breach of contract or the like are also available.

The Agreement contains a covenant for the life of the Agreement (defined as the earlier of January 1, 2031 or the termination of TID 7) prohibiting the property being declared tax exempt. Successors and assigns of the Developer are bound to the deficit payment language as well.

If you have any questions regarding this Agreement, please feel free to call me at 339-4042. Otherwise, I look forward to discussing this with you more fully on September 15, 2015.

c: Lawrence Delo, City Administrator
Sarah Wallace, Associate Planner
H:\jdupont\Memos\2015\Mayor, RDA & CC - 102 N Bdwy 9-10-15.docx

Attachment: Redevelopment Agreement Memo (3927 : Resolution #15-98, Redevelopment Agreement 102 N. Broadway St.)

RESOLUTION #15-98

AUTHORIZING AGREEMENT REGARDING REDEVELOPMENT OF
CERTAIN PROPERTY BETWEEN THE CITY OF DE PERE,
THE REDEVELOPMENT AUTHORITY OF THE CITY OF
DE PERE, AND BROADWAY INVESTMENT PARTNERS, LLC
(102 North Broadway Street)

WHEREAS, the City and its Redevelopment Authority (RDA) desire to encourage economic development, development of underutilized land, expansion of its tax base and creation new jobs within the City; and

WHEREAS, the City created Tax Incremental District No. 7, City of De Pere (TID #7) for the benefit of the East Side Redevelopment District wherein the Council determined that not less than 50% of the area in said District was in need of rehabilitation or conservation work; and

WHEREAS, Wis. Stats. §§66.1337 and 66.1331 empower cities to assist redevelopment projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes; and

WHEREAS, the City and RDA believe that the development of an upscale multiple story commercial/luxury loft-style apartment mixed-use complex together with parking facilities and other amenities , will be consistent with the East Side Redevelopment District and TID #7 Project Plan; and

WHEREAS, Broadway Investment Partners, LLC's (Developer) ability to develop the mixed-use complex is contingent upon the City's providing financing and other assistance to Developer on the terms set forth in the Agreement and that the development more fully described in the Agreement will promote the revitalization and economic stability of TID #7; and

WHEREAS, the RDA has reviewed the Agreement Regarding Redevelopment of Certain Property between the Redevelopment Authority of the City of De Pere, the City of De Pere and

Attachment: Reso15-98 (3927 : Resolution #15-98, Redevelopment Agreement 102 N. Broadway St.)

Broadway Investment Partners, LLC, as is attached hereto, and believes it to be in the interests of the RDA and City to enter into such Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby adopts and approves the attached Agreement Regarding Redevelopment of Certain Property and thereby authorizes and directs the Mayor and Clerk-Treasurer execute such Agreement.

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 15th day of September, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso15-98 (3927 : Resolution #15-98, Redevelopment Agreement 102 N. Broadway St.)

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

AGREEMENT REGARDING REDEVELOPMENT OF CERTAIN PROPERTY BETWEEN THE CITY OF DE PERE, THE REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE, AND BROADWAY INVESTMENT PARTNERS, LLC (102 NORTH BROADWAY STREET)

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 2015, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), the Redevelopment Authority of the City of De Pere ("RDA"), and Broadway Investment Partners, LLC, a Wisconsin limited liability company ("Developer"), (collectively referred to as the "Parties").

RECITATIONS

WHEREAS, Wis. Stats. §66.1105, provides the authority and establishes procedures by which the City may undertake redevelopment projects within the City and finance such projects through the use of tax incremental financing; and

WHEREAS, in 2006, the City and RDA approved a Project Plan for the East Side Redevelopment Project; and

WHEREAS, in 2006, the City created "Tax Incremental District No. 7, City of De Pere" (TID #7) as and for the benefit of such East Side Redevelopment Project, finding, among other things, that not less than 50% of the area included in the East Side Redevelopment Project District was in need of rehabilitation or conservation work, and

WHEREAS, Wis. Stats §66.1337 and §66.1331 empower cities to assist redevelopment projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes; and

WHEREAS, RDA and City have determined that the development of an upscale multiple story commercial/ luxury loft-style apartment mixed-use complex together with parking facilities

and other amenities is consistent with the East Side Business District Redevelopment Project and the TID #7 Project Plan; and

WHEREAS, Developer's ability to develop the mixed-use complex is contingent upon the City's providing financial and other assistance to Developer on the terms set forth in this Agreement; and

WHEREAS, the Redevelopment Project as described above and more fully described in this Agreement will promote the revitalization and economic stability of TID #7 and the City and RDA have determined that Developer is qualified to conduct this Redevelopment Project.

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 hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1. The following terms as used herein shall have the following meanings:

A. "Assessed Value" has the meaning set forth in Wis. Stats. §70.32.

B. "City" means the City of De Pere and/or the Redevelopment Authority of the City of De Pere interchangeably.

C. "Commence Construction" means physical work at the Fee Parcel has occurred such that the site is excavated and footing and foundation installation is underway.

D. "Deficit Payment" means a "Payment in lieu of tax payment to City calculated yearly which is the difference between the taxes paid upon the Assessed Value of

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

the completed Redevelopment Project after January 1, 2017 and the taxes which would have been paid upon Guaranteed Value.

E. "Developer" means Broadway Investment Partners, LLC and its successors and assigns.

F. "Fee Parcel" means Parcel ED-844 more fully described below and shown on the map attached hereto and incorporated by reference as Exhibit B.

G. "Guaranteed Value" means the amount of Three Million Dollars and no/100 ($3,000,000.00).

H. "Inspection Period" means the ninety (90) day period of time Developer has to perform tests, investigation and such other due diligence as Developer may choose regarding the Fee Parcel as a contingency to purchase.

I. "Project", "Redevelopment", or "Redevelopment Project" means the proposed multiple story mixed retail/commercial and luxury-style apartment complex, as shown in the concept drawing, attached hereto and incorporated by reference as Exhibit A.

J. "Payment In Lieu Of Tax" means the Deficit Payment.

K. "Term of this Agreement" means that period of time from the date this Agreement is entered into until January 1, 2031, or until TID #7 is terminated, whichever is earlier.

L. "Substantial Completion" or "Substantially Completed" shall mean that Developer has sufficiently completed the Project so that a Certificate of Occupancy has been issued by the City of De Pere Building Inspector for each

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

floor of the Project. The Project will be substantially complete when a Certificate of Occupancy has been issued for all floors of the Project.

ARTICLE II

PURCHASE OF FEE PARCEL

Section 1. Developer agrees to purchase, and City agrees to sell the following described property (the Fee Parcel):

Original Plat of De Pere Northerly 36.5 feet of Lot 7 and 6 foot strip described in 697 R 69 and southerly 40 feet of Lot 8 EX Northerly 10 feet of Easterly 30 feet Block 19

AND

Commencing at the Southwest corner of Lot 7, Block 20, said Plat of De Pere; thence S00°35'30W, 398.51 feet on the east right of way of Broadway Street to the existing north right of way of George Street, the POINT OF BEGINNING; thence S61°34'54"E, 13.01 feet on said north right of way; thence S89°24'17"E, 102.61 feet on said north right of way; thence S00°37'27"W, 16.30 feet; thence N89°24'17"W, 86.19 feet; thence N69°00'00"W, 22.33 feet; thence N25°00'00"W, 16.17 feet to the POINT OF BEGINNING.

as depicted on the map attached and incorporated as Exhibit B.

Section 2. Purchase.

A. Price. The purchase price for the Fee Parcel shall be Ninety Thousand and no/100 Dollars ($90,000.00).

B. Municipal Improvements and Utilities. The purchase price for the Fee Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer, sanitary sewer, municipal water, and the following private utility improvements: electric and natural gas and services. The municipal improvements and private utilities are available from and located in and along City right-of-way and applicable utility easements. The purchase price is not

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

intended to and does not cover extension of municipal improvements and private utilities from their location in City right-of-way onto the Fee Parcel.

C. Security Interest in Fee Parcel. As security for substantial completion of the project, Developer shall execute a mortgage (utilizing State Bar of Wisconsin Form 21-2003) in the amount up to seven hundred fifty and no/100 thousand dollars ($750,000.00) in favor of City at the closing on the Fee Parcel. It is understood that this mortgage shall be in a security position subordinate only to a mortgage lien in favor of Developer's principal lender and that City shall execute such subordination or intercreditor documents as are reasonably required by such institution. The City shall release its mortgage upon return of the Fee Parcel under Article IV. Section 3 or upon Substantial Completion of the Project, whichever occurs earlier.

D. Contingencies to Closing. The following shall constitute contingencies and conditions precedent to the Parties' obligations to close on the sale and purchase of the Fee Parcel, each of which must be satisfied or waived in writing by the Party benefited thereby prior to closing:

1. Certified Survey Map of Fee Parcel. City shall, at its own expense, have a Certified Survey Map (CSM) of the Fee Parcel prepared by a certified surveyor. The proposed CSM shall be provided to Developer no later than ten (10) days following execution of this Agreement and shall be subject to Developer's approval prior to recording the same with the Brown County Register of Deeds, which approval shall not be unreasonably withheld.

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

2. ALTA/ACSM Survey. City shall, at its own expense, have an ALTA/ACSM Survey of the Fee Parcel prepared by a certified surveyor. The ALTA/ACSM Survey shall be provided to Developer no later than thirty (30) days following execution of this Agreement and shall be subject to Developer's approval.

3. Inspection Period.

   a. Developer shall have ninety (90) days from the date this Agreement is executed to perform such due diligence, including, but not limited to, tests and investigation regarding the Fee Parcel as necessary to confirm the feasibility of the Project, review of condition of title to the Fee Parcel as evidenced by the title commitment, review of the Certified Survey Map and ALTA Survey, develop and prepare final plans and specifications for the Project, obtain final construction pricing based upon the final plans and specifications, secure and document a construction loan for the Project, and secure and document equity commitments for the Project. City shall permit Developer access to the Fee Parcel prior to closing at no cost to Developer for the purpose of site examination, testing and investigation regarding the Fee Parcel as deemed necessary by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above referenced persons

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

occasioned as a result of Developer's site examination and testing activities as contemplated by this Section. The hold harmless provision of this Section is intended to include all costs of defense, including reasonable attorney fees.

b. Notwithstanding anything contained in this Agreement to the contrary, if the Developer determines, that, (a) the Fee Parcel, or any portion thereof, is not satisfactory to Developer, (b) any of the due diligence, items detailed in Article II, Section 2.D.3(a) are not completed to the satisfaction of Developer, or (c) any of the Developer's contingencies are not satisfied or waived by Developer; then Developer may terminate this Agreement upon written notice given to City on or prior to the date of expiration of the Inspection Period. Developer and City hereby each waive any and all rights to challenge the enforceability of this Agreement on the basis that any of the conditions and contingencies set forth herein are illusory.

4. Evidence of Title/Title Defects. City shall at its own expense, provide title insurance for the property to be conveyed. City shall forward a copy of the commitment of such title insurance to Developer as soon as possible, but in no event later than ten (10) days following execution of this Agreement. 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 Bay Title and Abstract, Inc., with an extended

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

coverage and gap endorsement showing title to the property to be marketable. City shall cause, at its cost and expense, the satisfaction and/or deletion of all standard title insurance exceptions to such title insurance policy. 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.

5. Financing. Developer shall obtain a loan commitment from a lender and on such terms and conditions acceptable to Developer, in its sole discretion, and Developer shall present to City prior to the transfer of the Fee Parcel hereunder, such loan commitment, or such other commitment as may be acceptable to City and RDA, to finance the Project.

6. Zoning. City shall have approved a conditional use permit for the project on or before October 6, 2015.

7. Approval of Plans. City shall have approved all plans and specifications for the Project including, but not limited to, the site plan.

8. Permits and Approvals. Developer shall have obtained all necessary licenses, permits, certification and approvals required in connection with the Project.

9. George Street Easement. The City shall provide Developer with an easement of the City's air rights over the real estate adjoining the Fee

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

Parcel on George Street and the alley way between George and James Streets to allow for overhanging balconies contemplated by the Project. The City shall, to the extent possible, convey additional real estate to Developer or provide an encroachment easement to resolve the encroachment of the Project onto the George Street right of way, provided the legal description and necessary recordable documents for the transfer or easement are produced by Developer.

10. Acquisition of Right of Way. The City shall have completed, at its sole cost and expense, the acquisition from Brown County of the right of way located immediately south of and adjacent to the Fee Parcel.

11. Reliance Letter. Developer shall receive a reliance letter from Robert E. Lee & Associates, authorizing Developer, Developer's lender and such other parties as designated by Developer to rely on the Phase I and II Environmental Audits referenced below for purposes of meeting any "all appropriate inquiry" standards required for Developer and its designees to obtain any and all applicable defenses under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") and any other federal, state or local laws, statutes, ordinances and regulations.

12. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers of property in the State of Wisconsin, including the cost of the title insurance as provided herein.

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

13. Conveyance of Title. City shall convey good and marketable title to Developer by warranty deed as of the date of closing, free and clear of liens, encumbrances, easements, restrictions and covenants to which Developer objects except the following:

a. Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the Fee Property.

b. Easements of record provided the same do not restrict or interfere with the intended use of the Fee Property.

c. Obligations contained in this Agreement.

14. Closing Date**.** Closing shall take place within thirty (30) days after the expiration of the Inspection Period. The location of the closing shall be De Pere City Hall, unless the Parties agree otherwise in writing.

Section 3. Warranties and Representations

A. Environmental Condition of Property. City has forwarded to Developer a Phase I and II Environmental Audit of the Fee Parcel completed by Robert E. Lee & Associates. Except as provided, discussed or disclosed in such report, the City represents and warrants as follows:

1. Use of Property. Since City acquired title to the Fee Parcel, no portion of the Fee Parcel has ever been used by City:

a. In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

b. For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

c. For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.

d. For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.

e. For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.

f. For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

2. Release of Hazardous Substances. There is no current, nor has there been since the City acquired title to the Fee Parcel, any release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the property subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C. 9601, et seq., or subject to any action that may make the buyer liable in tort under common law, public, or private nuisance action.

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

3. Threatened or Pending Environmental Litigation. No portion of the Fee Parcel is the subject of threatened or pending investigation or lawsuit or administrative action by any person, forum, governmental body or any entity relating to or arising from any manner of circumstances subject to regulation pursuant to any statute, ordinances, or regulations.

4. Compliance With Federal, State or Local Environmental Laws. The current use of the Fee Parcel is in compliance with all federal, state, county, and municipal laws and regulations.

B. Flood Plain or Wetlands. The City represents that it has not undertaken, and under this Agreement is not obligated to undertake, a wetland delineation study of the Fee Parcel.

C. Geotechnical. The City has forwarded to Developer a Geotechnical Exploration Report completed by River Valley Testing Corp. The City makes no representations regarding the geotechnical characteristics of the Fee Parcel except as provided in such report.

D. Provisions to Survive Closing. The representations provided in Paragraphs A, B, C and D of this Section shall survive the closing of this transaction.

ARTICLE III

CITY OBLIGATIONS

Section 1. Project Grants.

A. The Total Project Grant, based upon the Guaranteed Value of Three Million and no/100 Dollars ($3,000,000.00), is Seven Hundred Fifty Thousand and no/100 Dollars ($750,000.00) (collectively, the "Total Project Grant," and individually, a

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

"Project Grant"), which shall be paid to Developer to defray the costs of the Redevelopment Project on the following schedule:

1. First Disbursement. The first disbursement of the Project Grant in the amount of Ninety Thousand and no/100 Dollars ($90,000.00) shall be payable to Developer upon closing of the purchase of the Fee Parcel.

2. Second Disbursement. The second disbursement of the Project Grant shall be in the amount of Two Hundred Eighty-Five Thousand and no/100 Dollars ($285,000.00) and shall be payable to Developer not more than fifteen (15) days after approval of the completed footings and foundation by the Building Inspection Department.

3. Third Disbursement. The third disbursement of the Project Grant shall be in the amount of Two Hundred Twenty-Five Thousand and no/100 Dollars ($225,000.00) and shall be payable to Developer not more than fifteen (15) days after issuance of certificate of occupancy for the first completed floor (likely the 4th floor) of the Building.

4. Remainder. The remainder of the Project Grant in the amount of One Hundred Fifty Thousand and no/100 Dollars ($150,000.00) shall be payable to Developer upon Substantial Completion of the Project.

B. The City shall assess the Redevelopment Project in accordance with the real estate valuation requirements for similar mixed commercial/luxury loft-style apartments 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 Three Million

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

and no/100 Dollars ($3,000,000.00) as of January 1, 2017. If the Assessed Value of the Redevelopment Project as of such date is less than the Guaranteed Value, Developer and its successors and assigns, agrees to make the Deficit Payment to City as provided in Article IV Section 2.B. below.

C. Failure to Proceed with Project. If Developer fails to proceed with the Project by failing to meet its obligations in Article IV of this Agreement after receiving any portion of the Project Grant, City may proceed to declare Developer in default of this Agreement and proceed with such remedies as are provided under this Agreement.

Section 2. Fire Line. The fire line currently located in the right-of-way on the south side of the Fee Parcel shall be relocated, at the City's sole cost, to a location to be determined by the City and Developer and which shall not impact the Redevelopment Project.

Section 3. Construction Staging. City shall provide Developer exclusive use of the parking spaces on George Street adjacent to the Fee Parcel as needed for construction staging, including, storage of construction materials and equipment, and for other uses during the construction of the Project, as determined by Developer. To the extent necessary, and upon request for a street closure permit by Developer, City shall, during the construction of the Project, close those portions of George Street on which the aforementioned staging occurs. Developer and City shall cooperate in coordinating such street closures so as to minimize, to the extent practicable, unduly burdensome parking and traffic disruption.

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

Section 4. 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.

ARTICLE IV

DEVELOPER OBLIGATIONS

Section 1. Financing. With the exception of the Project Grants to Developer as set forth above, Developer warrants that City will not, in any way, be obligated in any manner to arrange, guarantee, or otherwise participate in obtaining financing for the Project.

Section 2. Construction Parameters.

A. Developer warrants that the Redevelopment Project shall not be substantially different than the proposed four-story mixed use building of approximately 36,000 square feet of space, to include approximately 2,700 square feet of commercial space and approximately 24 luxury loft-style apartments, which shall be of first class quality construction and which shall comply with the building and site plan designs, all subject to the results of Developer's due diligence investigations, testing and inspections performed during the Inspection Period and further subject to the specifications and site plan finally approved by the RDA and City Plan Commission. Further, such Redevelopment Project is contemplated to include underground and other parking, landscaping and other site amenities to comply with the De Pere Zoning Code.

B. Developer covenants and agrees that, as of January 1, 2017, the total value of the real estate and improvements comprising the Redevelopment Project shall be the

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

Guaranteed Value. Developer further agrees and covenants that should the Assessed Value be less than Three Million and no/100 Dollars ($3,000,000.00) on and after January 1, 2017, it will 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 Assessed Value. The Deficit Payment shall be determined as follows:

1. The Deficit Payment shall be determined by subtracting the Assessed Value from Three Million and no/100 Dollars ($3,000,000.00). That number shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the east side of De Pere, with the product being due and payable by Developer on or before October 15 of the year in which it is levied.
2. If not paid in full by October 15 of the year levied, the Deficit Payment amount shall become a lien on the property as a special charge under Wis. Stats. §66.0627.
3. Developer waives all rights to appeal the real estate assessment to the City Board of Review provided said assessment is equal to or less than the total Guaranteed Value.
4. These and all other provisions shall become restrictive covenants on the transfer of ownership of any interest in the Fee Parcel. City shall record a copy of this Agreement against the Fee Parcel after closing to memorialize these and other obligations in this Agreement as provided in Article VI Section 1 of this Agreement.

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

5. The guarantee and concomitant waiver of appeal rights found in this Subsection shall expire upon termination of this Agreement.

Section 3. Construction Schedule.

A. Site Plan Review. Developer shall present final construction plans to the RDA and Plan Commission for their review during the Inspection Period and following approval of said construction plans, Developer shall commence construction of the Redevelopment Project within sixty (60) days following closing unless otherwise agreed in writing between the parties.

B. Failure to Commence Construction. If Developer fails to commence construction as provided under Article IV. Section 3.A and Developer fails to cure same as provided under Article V. Section 2, City shall be entitled to return of the Fee Parcel.

1. Closing on the return of the Fee Parcel to the City shall take place not less than 30 days after the 30 day cure period provided under Article V. Section 2 has expired.

2. Developer shall transfer the Fee Parcel to City free and clear of all encumbrances and shall pay all closing costs usually and customarily paid by sellers of property, including transfer fees, title insurance, pro-rated real estate tax and other special charges. Other than the release of mortgage from City as required under Article II Section 2.C., there shall be no consideration paid by City to Developer for such transfer in recognition of the fact that the price Developer paid for the Fee Parcel

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

($90,000) was earlier reimbursed by City in the form of a Project Grant at the time of closing.

3. Return of the Fee Parcel under this paragraph satisfies the requirement of Article IV Section 9.

C. Construction. Developer agrees that construction shall proceed with all deliberate speed and shall be Substantially Completed no later than December 31, 2016.

D. Failure to Comply with Plan Approval, Commencement of Construction or Completion. Developer agrees that time is of the essence as to plan approval, commencement of construction and Substantial Completion. If any of the above timelines are not met, in addition to all other remedies available under this Agreement and in law or equity, City shall be entitled to forfeiture of the deposit under Article IV, Section 10.

E. Certificate of Occupancy. Developer is required to obtain all Certificates of Occupancy from the City Building Inspector for all phases of the Project.

Section 4. Equal Opportunity. Developer hereby agrees, on behalf of itself and its successors and assigns, that it will not permit the sale, lease, or use of the property or facilities within the Fee Parcel by any party who would act or permit unlawful discrimination or restriction in contradiction of Wis. Stats. § 111.321.

Section 5. Restrictions on Use. For the Term of this Agreement, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Fee Property or Project to an entity whereby such sale or lease would cause such portion of the same to become exempt from real estate taxation. This obligation, as well as the other obligations

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Fee Parcel during the duration of this Agreement prohibiting any use of such property during the Term of this Agreement which would cause the Fee Parcel or any portion thereof to become tax exempt. Should the Building Development nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that the Deficit Payment shall then be made by the owner of the Fee Parcel in accordance with Article IV Section 2.B.

Section 6. Obligation to Maintain and Repair.

A. Maintenance of Redevelopment Area. Developer shall, during the Term of this Agreement, keep and maintain the Fee Parcel in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable retail and residential development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain such casualty insurance upon the property as is customarily held in developments of like sizes and characters. All insurance policies required under this Section shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin.

To assume the respective risks undertaken, said policies of insurance may be written without deductible amounts but with co-insurance features and the exceptions and exclusions comparable to those in similar policies carried by other companies similarly situated, all of which must be approved by City, which

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

approval shall not be unreasonably withheld. Certification of co-insurance shall be filed with City prior to Developer commencing of construction of the Projects and each such policy of insurance shall contain a provision that the insurance company shall give City at least thirty (30) days prior written notice of cancellation, non-renewal, or material change during the Term of this Agreement. In the event of the proposed cancellation or non-renewal of any policy by an insurance company, Developer shall secure adequate replacement insurance policies prior to the effective date of such cancellation.

B. Damage Repair by Developer. If the Redevelopment Project, or any portion of it shall be damaged or partially or totally destroyed during the Term of this Agreement, Developer shall promptly repair, rebuild, or restore that portion of the Fee Parcel which it owns and has been damaged or destroyed in a manner consistent with the Project plan. In the happening of such an event, Developer shall promptly give written notice thereof to City. If said net proceeds of the Fee Parcel insurance are insufficient to restore the property in a manner consistent with the Project Plan, it shall be the responsibility of Developer to complete the restoration.

C. Subordination. City agrees that, upon presentment of a written request from Developer's lender, it will subordinate its interests in this Agreement to those of the lender as may reasonably be required.

Section 7. Claims, Injury and Property Damage Indemnification. Except as provided in Article II, Section 3 (Warranties and Representations), Developer agrees to protect, defend, indemnify, and hold City and RDA, their officers, agents, and

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, reasonable professional fees, reasonable attorney fees, including those imputed to the City Attorney or other expenses or liabilities of every kind and character to the extent caused by and in connection with, or arising directly or indirectly out of, this Agreement and/or arising out of the operations and construction of this Development Project. This requirement shall apply with equal force to work performed by Developer, its architect, contractor, or any subcontractor or any other party directly employed or retained by Developer. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at its sole expense and agrees to bear all other costs and expenses related thereto even if it (claims, etc.) is groundless, false or fraudulent. Developer agrees that City will, if City deems appropriate, provide any additional reasonable defense to any claim hereunto, the full cost of which shall be borne by Developer. Notwithstanding the above, Developer's indemnification obligations under this Section shall not apply to the extent a claim or damage is caused by the City.

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

Section 8. Not for Speculation. Developer represents and agrees that its acquisition of the parcels in the Project Area and its undertakings pursuant to this Agreement will be for the sole and express purpose of the redevelopment of the Fee Parcel consistent with the Project Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings. Accordingly, Developer agrees for itself, its successors and assigns, that, except only by way of security for and only for the purpose of obtaining the financing necessary to perform its obligations with respect to making the improvements on the Fee Parcel under this Agreement, Developer has not made and will not make or suffer, cause or permit to be made prior to the Substantial Completion of the Project, any total or partial sale, assignment, conveyance or lease, or any trust or power or transfer in any other mode or form of or with respect to this Agreement, the Parcels, the Redevelopment or any interest of the Developer therein, except for non-voting interest in the Developer for investment purposes only, or in this Agreement or any other agreement related to the Redevelopment without the prior written approval of the City, which shall not be unreasonably withheld. This provision shall not, however, restrict Developer from entering into contracts for the lease of commercial space or the rental of apartment units prior to Substantial Completion for the purpose of occupancy of the Project after its completion.

Section 9. Failure to Develop.

A. Return of Project Grants. Developer agrees to and obligates itself, its successors and assigns, to repay all Project Grants received from City should Developer fail to have Substantially Completed construction of the Redevelopment Project

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

within twenty-four (24) months following the closing on the Fee Parcel, unless otherwise agreed by the Parties in writing. Upon repayment in full of the Project Grants received by Developer, plus interest thereon at the statutory rate from the date the Project Grant was made to the date repaid, the obligations found in Article IV Section 2.B. and Article IV Section 5 shall become null and void.

Section 10. Liquidated Damages /Penalty Clause. Developer agrees to provide, at the time this Agreement is executed, a refundable cash deposit to City in the amount of Ten Thousand and no/100 Dollars ($10,000.00). The deposit shall be forfeited to City in the event of a material default by Developer under any of the material terms of this Agreement, which shall constitute compensation to City for expenses incurred as a result of Developer's breach. Developer's obligations for a deposit shall be released and the deposit refunded to Developer by City upon Substantial Completion of the Redevelopment Project by Developer.

ARTICLE V

DEFAULT PROVISIONS

Section 1. Enforced Delay in Performance for Causes Beyond the Control of Parties. For the purposes of any provisions of this Agreement, no party nor any successor in interest shall be considered in breach or default of its obligations with respect to the beginning and completion of any phase of construction or progress in respect thereto in the event of enforced delay in the performance of any obligations due to unforeseeable causes beyond its control and without its fault, or negligence including, but not restricted to, acts of God, forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics,

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, unusual delays in obtaining any necessary permits or approvals from a governmental agency not caused by Developer's acts or omissions, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of these provisions that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of Developer with respect to construction of the improvements shall be extended for the period of the enforced delay as determined in good faith by City; provided that the party seeking the benefit of the provisions of this Section shall, within Thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, Developer shall make a reasonable effort to procure performance and City agrees to grant a sufficient extension to permit such procurement by Developer.

Section 2. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Except for Developer's failure to commence construction as provided under Article IV Section 3.B., if either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has sixty (60) days to cure such breach. If any party has reason to believe that Developer has failed to commence construction as provided under Article IV Section 3.B., the

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

cure period shall be thirty (30) days, not sixty (60) days. If there is no cure of any t breach, the party may bring any action available for any remedy provided in law or equity; except, however, in the event a party is pursuing a cure but the cure cannot be completed in the cure period provided herein, then it shall not be construed as a default if the party immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

Section 3. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

Section 4. Rights and Remedies Cumulative. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default of breach or of any remedies for any other event of default or breach by Developer. No waiver made by City with respect to the performance or manner

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of City to enforce any other obligations of Developer.

ARTICLE VI

MISCELLANEOUS

Section 1. Approvals in Writing. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized office of City, and delivered to the party to whom it is directed at the address specified in Section 5 hereunder. Whenever under this Agreement the consent, approval or waiver of City is required or the discretion of City may be exercised, the Mayor and/or the Chair of the RDA shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld.

Section 2. Obligations to Run with the Land. The obligations contained herein shall run with the land and are binding on all subsequent owners of the Fee Parcel as applicable. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

Section 3. Assignment. Developer may assign this Agreement only in its entirety, and then only upon written notice of assignment to City, including acknowledgement by the assignee of the obligations contained in this Agreement and City's consent to the same.

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

Section 4. Contractual Interpretation. The paragraphs headed by roman numerals in this Agreement are referred to as sections and are intended to include, as categories thereunder, lettered subsections. The lettered subsections of this Agreement are to be referred to as sections and the numbered sections, subsections. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

Section5. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the Parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark:

1. If to Developer: Jason Tadych
Broadway Investment Partners, LLC
3032 Autumn Leaves Circle
Green Bay, WI 54313

2. If to City/RDA: City of De Pere
City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

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

Section 6. No Liability of City. City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by

Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to these provisions.

Section 7. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Section 8. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and representations 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.

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

BROADWAY INVESTMENT PARTNERS, LLC
By:

_____
Print Name:
Title:

_____
Print Name:
Title:

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____day of _____, 2015, by _____ and _____ of Broadway Investment Partners, LLC.

_____

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

Signatures continue on following page

Attachment: Redevelopment Agreement - Broadway Investment Partners 9-10-15 final (3927 : Resolution #15-98, Redevelopment Agreement

CITY OF DE PERE
By:

_____
Michael J. Walsh, Mayor

_____
Shana L. Defnet, Clerk-Treasurer

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2015, by Michael J. Walsh, Mayor and Shana L. Defnet, Clerk-Treasurer of the City of De Pere.

_____

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

REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE
By:

_____
Theodore J. Penn, Chair

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2015, by Theodore J. Penn, Chair of the Redevelopment Authority of the City of De Pere.

_____

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

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BROADWAY ELEVATION

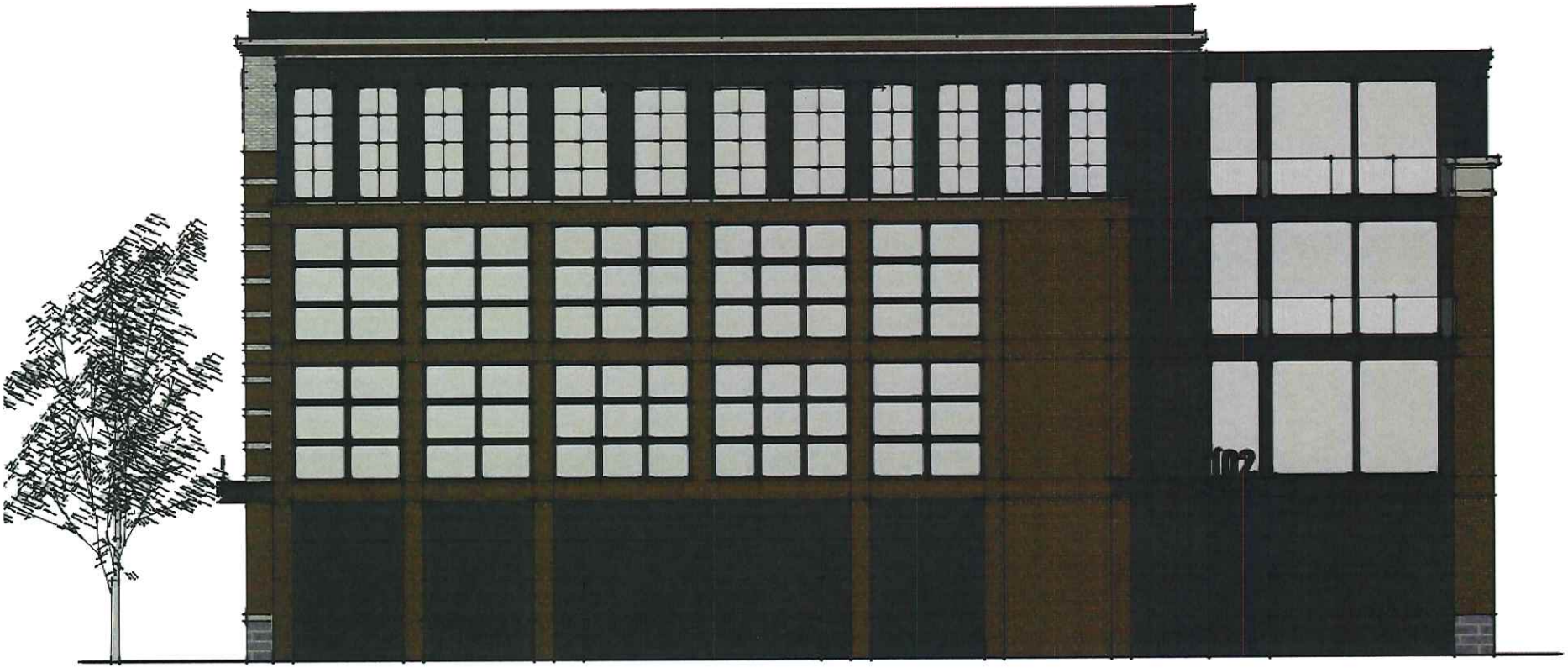
paul j de leeuw | architect llc
4036 hall crown run
de pere, wisconsin 54115
tele 920 819 6700
paul@pjdarch.com
www.pjdarch.com

Exhibit A

GEORGE STREET ELEVATION

paul j de leeuw | architect llc
4036 hall crown run
de pere, wisconsin 54115
tele 920 819 6700
paul@pjdarch.com
www.pjdarch.com

ALLEY ELEVATION



paul j de leeuw | architect llc
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PROPOSED RENDERING

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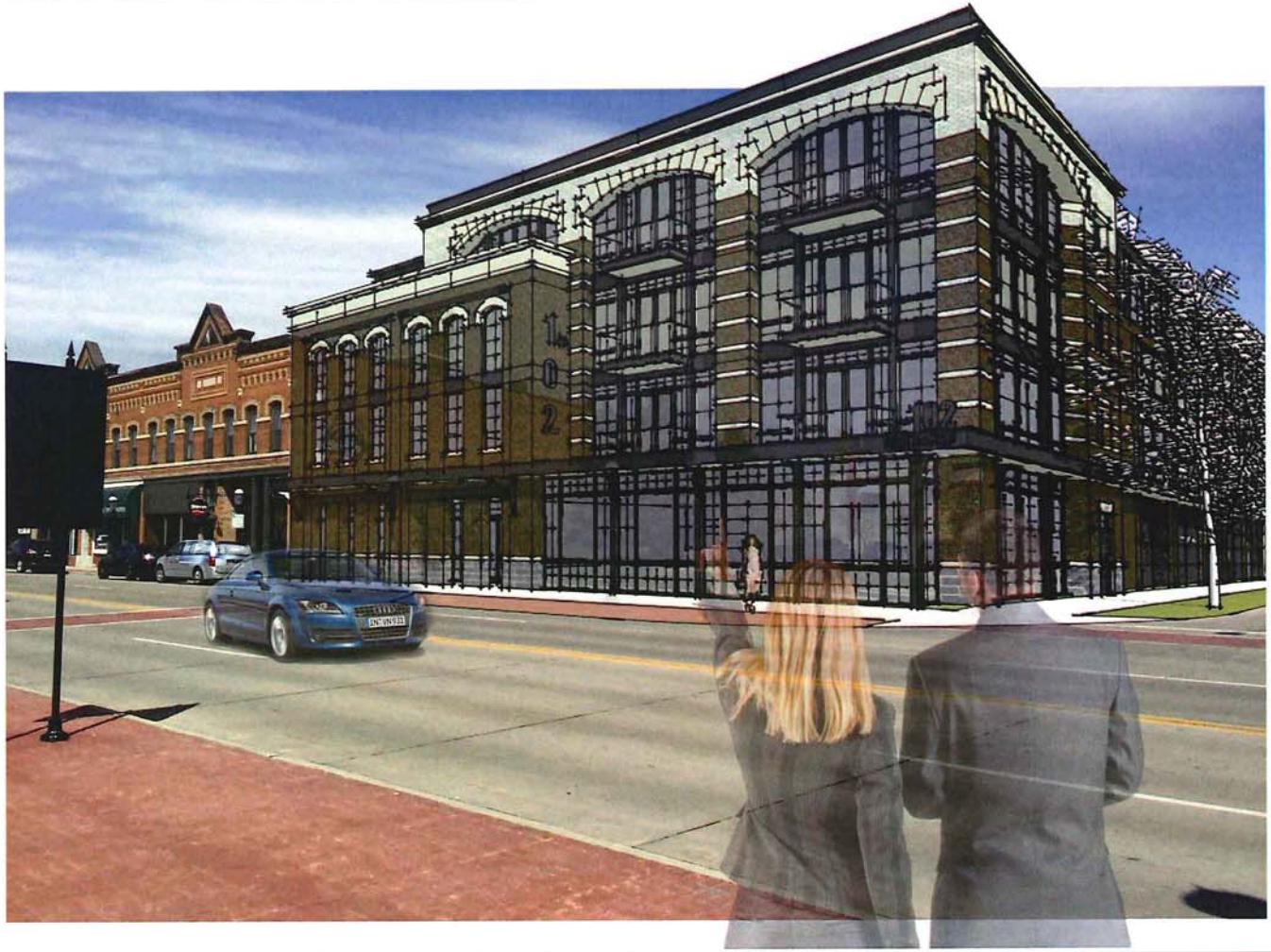
4036 hall crown run
de pere, wisconsin 54115
tele: 920 819 6700
paul@pjdarch.com
www.pjdarch.com

PROPOSED RENDERING



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tele 920 819 6700
paul@pjdarch.com
www.pjdarch.com

CERTIFIED SURVEY MAP

PART OF LOT 7 AND 8, BLOCK 19, PART OF VACATED GEORGE STREET, ALL BEING PART OF THE ORIGINAL PLAT OF DE PERE, EAST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

LEGEND

P.O.B. POINT OF BEGINNING

SET 1" x 24" IRON PIPE WITH CAP WEIGHING 1.38 LBS./LIN. FT.

SET PK NAIL IN PAVEMENT

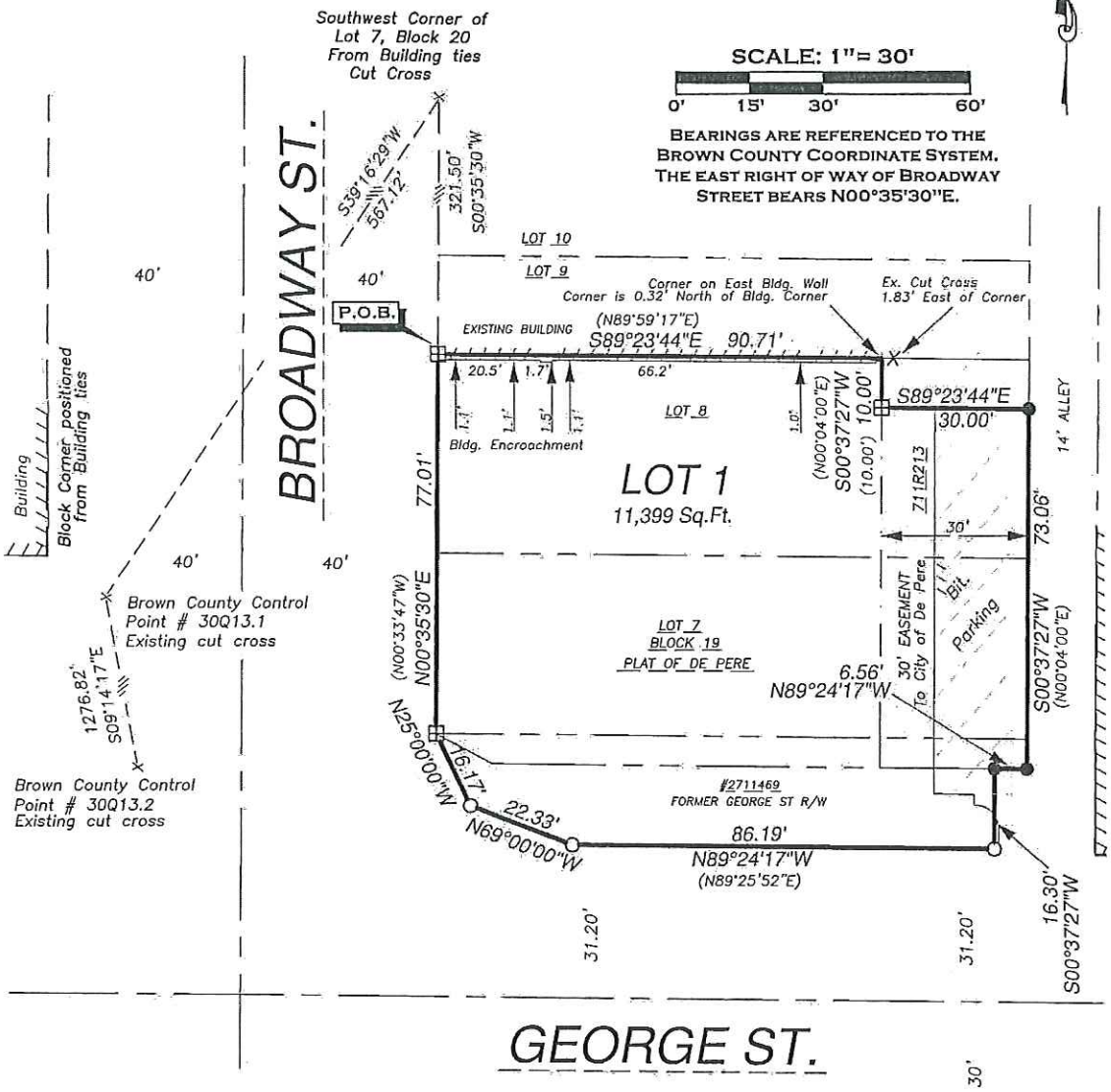
SET CROSS IN CONCRETE

RECORDED COUNTY MONUMENT

SCALE: 1"= 30'

0' 15' 30' 60'

BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM. THE EAST RIGHT OF WAY OF BROADWAY STREET BEARS N00°35'30"E.



WISCONSIN DENNIS E. REIM S-1590 GREEN BAY, WI LAND SURVEYOR 8/4/2015

ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155 PHONE:(920) 662-9641
INTERNET: WWW.RELEEINC.COM FAX:(920) 662-9141

Exhibit B