



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Agenda

Tuesday, September 1, 2020

7:30 PM

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 1, 2020** at **7:30 PM**.

Due to the current public health emergency, the meeting will be held electronically and the public may attend this meeting electronically or telephonically by accessing either:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>
OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

THIS MEETING WILL NOT BE HELD IN PERSON.

This meeting may also be rebroadcast on TV throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call
2. Approval of the minutes of the August 18, 2020 Common Council meeting.
3. Recommendation from the Board of Park Commissioners to Accept \$500 Donation from Brown County Community Women's Club for Youth Activities/Equipment.
4. Recommendation from the Board of Park Commissioners to award the Community Center Insulation and Roofing Project (Project 20-14) to Milbach Construction Services Co. in the amount of \$85,770.
5. Recommendation from Plan Commission to approve a proposed extraterritorial 4 lot certified survey map at the 3300 BLK Eiler RD in the Town of Rockland (Parcels R-224, R-229).
6. Recommendation from Plan Commission to approve a proposed extraterritorial 2 lot certified survey map at 5041 Sportsman DR in the Town of Ledgeview (Part of Parcel D-417).
7. Discussion and Possible Action Regarding WPS and the City of De Pere East Industrial Park Utility Planning, Funding and Installation.
8. Recommendation from the License Committee on a request by Cheyenne M. Blackowl to appear before the License Committee regarding denial of her Operator License application.
9. Recommendation from the License Committee on a request by Kelly L. Bloemer to appear before the License Committee regarding denial of her Operator License Application.

10. Ordinance #20-11 Creating Section 13-11 Regarding Emergency Procurements (Second Reading).
11. Resolution #20-95 Authorizing Paid Administrative Leave for Required Quarantine from Work and Flexible Scheduling.
12. Resolution #20-96 Approving Facade Improvement Project and Authorizing Disbursement of Grant (348 Main Avenue; Parcel WD-375).
13. Resolution #20-97 Authorizing Agreement Regarding Redevelopment of Certain Property Between the City of De Pere and Tadych Investment Partners, LLC (123 North Broadway Street; Parcel ED-796).
14. COVID-19 update from Health Department (request of Ald. Raasch).
15. November election updates from the Clerk's office (request of Ald. Kunderling).
16. Operator License Applications.
17. Voucher approval.
18. Future agenda items.
19. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Robert Laskowski, WPS
Cheyenne Blackowl
Kelly Bloemer
Jason Tadych, Tadych Investment Partners
Ryan Krumrie, Hager, Dewick, et al.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the August 18, 2020 Common Council meeting.

ATTACHMENTS:

- 8-18-20 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Tuesday, August 18, 2020

7:30 PM

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

Attendee Name	Title	Status	Arrived
Dan Carpenter	Aldersperson	Present	
Mike Eserkaln	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Amy Chandik Kundinger	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Casey Nelson	Aldersperson	Excused	
Dean Raasch	Aldersperson	Present	
Kelly Ruh	Aldersperson	Present	
James Boyd	Mayor	Present	

2. Approval of the minutes of the August 4, 2020 Common Council meeting.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dan Carpenter, Aldersperson
SECONDER: Shana Defnet Ledvina, Aldersperson
AYES: Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Raasch, Ruh
EXCUSED: Nelson

3. Recommendation from Finance/Personnel Committee to Deny Request for Creation of an Ordinance to Create a No Wake zone for Certain Sections of the Fox River within the City Limits of De Pere.

RESULT: DENIED [UNANIMOUS]
MOVER: Dan Carpenter, Aldersperson
SECONDER: Dean Raasch, Aldersperson
AYES: Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Raasch, Ruh
EXCUSED: Nelson

4. Determine funding mechanism to cover \$35,818 low-bid budget exceedance for Legion Park Restroom Building.

Parks Director Marty Kosobucki explained that staff has proposed that the overage should be paid out of unassigned reserves. Aldersperson Raasch expressed concern that the City has had a number of projects over budget, and should not keep defaulting to unassigned reserves. City Administrator Larry Delo stated that the City used to have a contingency fund for this type of issue, but Council removed that about 10 years ago and decided that overages should come from unassigned reserves. Finance Director-Treasurer Joe Zegers stated that if this item is approved tonight, unassigned reserves will

still be at roughly 36% of the current year budget. He noted that Council had approved a range of 25-35%.

Discussion followed regarding shared revenue expectations for next year. Alderperson Carpenter asked if the overage could come from park dedication fees. City Attorney Judy Schmidt-Lehman explained that City ordinance does not allow those funds to be used for this purpose; those funds are only for open space acquisition or preparation of park plans.

Alderperson Raasch asked about the reason for the budget exceedance. Marty explained that this type of project is typically coordinated with the Engineering department, but due to their schedule a consultant had to be hired. Secondly, the City made a decision to include family style restrooms, which added to the cost.

RESULT:	APPROVED [5 TO 2]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina
NAYS:	Raasch, Ruh
EXCUSED:	Nelson

5. Recommendation from the Board of Public Works to approve Entrance Sign Replacement Proposal from Fox City Sign, LLC in the amount of \$21,828.29 with the additional funding of \$3,828.29 from the City Administrator Budget Operating Supplies Account for City Promotional Branding

Public Works Director Scott Thoresen reported that the board chose to go with the more expensive option because the signs are at the entrances to the City, and this design option stood out a little more. Discussion followed.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Mike Eserkaln, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Raasch, Ruh
EXCUSED:	Nelson

6. Ordinance #20-12 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations (Parking Restrictions).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Raasch, Ruh
EXCUSED:	Nelson

7. Resolution #20-85 Authorizing Industrial Service Agreement Between the City of De Pere and the Brown County Port and Resource Recovery Department [Leachate Facility; 2073 Enterprise; (Parcel ED-344-104-5)]

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Raasch, Ruh
EXCUSED:	Nelson

8. Resolution #20-86 Authorizing Agreement for Consulting Services Between the City of De Pere and SUEZ Advanced Solutions/Utility Service Co., Inc. (Water Tower Mixers for Matthew Street and Merrill Street Water Towers).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Raasch, Ruh
EXCUSED:	Nelson

9. Resolution #20-87 Approving Memorandum of Understanding With the League of Wisconsin Municipalities (Leaf Collection Study 2020-2023)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Raasch, Ruh
EXCUSED:	Nelson

10. Resolution #20-88 Authorizing Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and NMW Holdings, LLC (Parcel WD-L179-8)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Raasch, Ruh
EXCUSED:	Nelson

11. Resolution #20-89 Resolution Establishing Non-Lapsing Funds as of December 31, 2019.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Raasch, Ruh
EXCUSED:	Nelson

12. Resolution #20-90 An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.

Justin Fisher from Baird presented an overview of the bond market and the City's borrowing. He reported that even after these borrowings, the City has good capacity and is in excellent financial shape.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Raasch, Ruh
EXCUSED:	Nelson

13. Resolution #20-91 An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Mike Eserkaln, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Raasch, Ruh
EXCUSED:	Nelson

14. Resolution #20-92 Authorizing Software Subscription Contract with SeamlessDocs (Online forms and payment Solutions).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mike Eserkaln, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Raasch, Ruh
EXCUSED:	Nelson

15. Resolution #20-93 Ratifying Mayoral Proclamations Issued from July 4, 2020 through August 14, 2020.

Alderperson Raasch stated that he will not support this proclamation because he feels that Council needs to be involved before the money is spent. City Administrator Larry Delo explained the rationale was to try to move some of these projects forward to meet the deadline for Routes to Recovery reimbursement. Discussion followed.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Mike Eserkaln, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina
NAYS:	Raasch, Ruh
EXCUSED:	Nelson

16. Resolution #20-94 Ratifying Fire Department Public Safety Grant Application (Wisconsin Public Service Foundation Rewarding Responders Grant).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Raasch, Ruh
EXCUSED:	Nelson

17. Status Update Regarding Cultural District Master Plan.

18. COVID-19 update from Health Department (request of Ald. Raasch).

19. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Raasch, Ruh
EXCUSED:	Nelson

20. Operator License applications.

Alderperson Carpenter moved, seconded by Alderperson Ledvina to approve New Operator applications #1-7. Upon vote, motion passed unanimously.

21. Future agenda items.

Alderperson Kundinger requested an overview of the upcoming election process, including absentee voting and potential polling place changes.

Alderperson Carpenter requested information on businesses that have experienced a coronavirus outbreak. City Attorney Judy Schmidt-Lehman stated that her office will work with the Health Department to see if this is something that can be done.

22. Discussion and Possible Action Concerning Temporary Absences in Fire Department Battalion Chief Position.

Alderperson Raasch moved, seconded by Alderperson Eserkaln to close the meeting at 8:35 PM. Upon vote, motion carried unanimously. Alderperson Raasch moved, seconded by Alderperson Ledvina to open the meeting at 8:57 PM. Upon vote, motion carried unanimously. Alderperson Raasch moved, seconded by Alderperson Eserkaln to approve the request for acting battalion chief pay. Upon vote, motion carried unanimously.

23. Adjournment.

Aldersperson Raasch moved, seconded by Aldersperson Ledvina to adjourn the meeting at 9:00 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

**City of De Pere, Wisconsin****Request For Common Council Action**

MEETING DATE: September 1, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: **Recommendation from the Board of Park Commissioners to Accept \$500 Donation from Brown County Community Women's Club for Youth Activities/Equipment.**

The Board of Park Commissioners, at the August 20, 2020 meeting, approved accepting the \$500 donation for youth recreational activities and equipment from the Brown County Community Women's Club. The motion passed unanimously with a 5-0 vote.

The De Pere Community Center was a recipient of one of Brown County Community Women's Clubs community awards. Staff is seeking approval to accept this \$500 donation from BCCWC, which will be used to support youth recreation activities and equipment.

DONATION INFORMATION:

From: Brown County Community Women's Club

Item: \$500 to support youth recreation activities and equipment

Thank you for your time and consideration.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to award the Community Center Insulation and Roofing Project (Project 20-14) to Milbach Construction Services Co. in the amount of \$85,770.

The Board of Park Commissioners, at the August 20, 2020 meeting, approved awarding the bid for the Community Center Insulation and Roofing Project to Milbach Construction Services Co. in the amount of \$85,770. The motion passed unanimously with a 5-0 vote.

Attached is a summary of the bids for the Community Center Insulation & Roofing Project. Two bids were received. A total of \$100,000 was budgeted for this project in 2020.

Staff recommends accepting the low bid from Milbach Construction Services Co. in the amount of \$85,770. This includes a base bid of \$65,770 plus an alternate bid of \$20,000 to furnish and install fabric covered acoustical panels in the Pine Rm. These panels would be replacing the panels that were currently located in the room due to water damage and repairs to the ceiling as part of the scope of the project.

Thank you for your time and consideration.

ATTACHMENTS:

- 2020 0806 Project 20-14 Bid Tab (PDF)



Project 20-14
Community Center Insulation and Roofing
Bid Tab

1.4.a

		BIDDER NO. 1	BIDDER NO. 2
		Milbach Construction Services, Co.	MJI Building Services
ITEM DESCRIPTION	UNIT	AMOUNT BID	AMOUNT BID
Community Center Insulation & Roofing	LS	\$65,770.00	\$86,175.00
Base Bid Total		\$65,770.00	\$86,175.00
Alternate Bid No. 1	LS	\$20,000.00	\$34,850.00
Total (Base + Alternate Bids)		\$85,770.00	\$121,025.00
Batten Insulation per specifications	SF	\$0.61	\$0.70

Attachment: 2020 0806 Project 20-14 Bid Tab (9934 : Consideration and Possible Action to Approve Bid for Community Center Insulation &



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve a proposed extraterritorial 4 lot certified survey map at the 3300 BLK Eiler RD in the Town of Rockland (Parcels R-224, R-229).

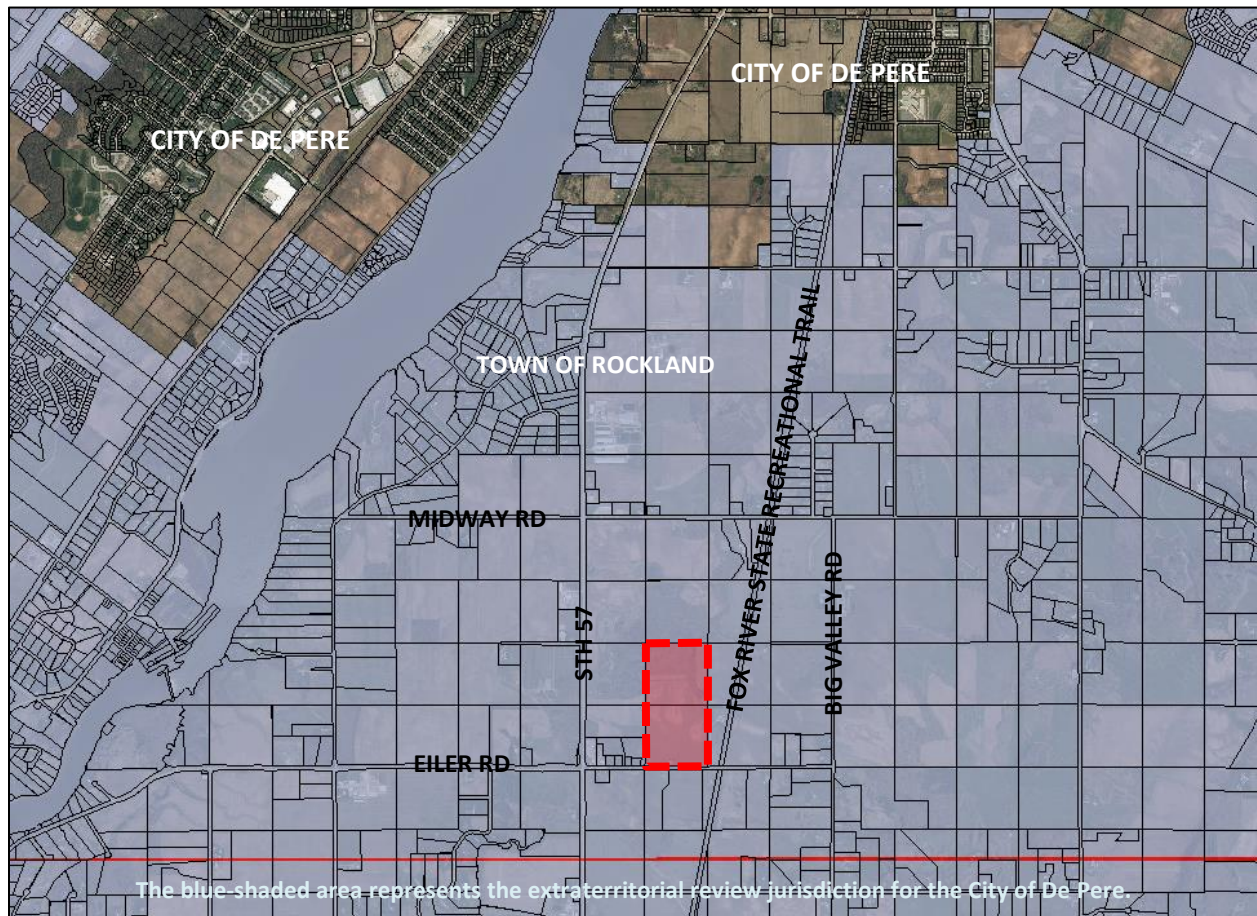
On August 24, 2020 Plan Commission unanimously recommended approval of the certified survey map by a vote of 7-0, with conditions.

ATTACHMENTS:

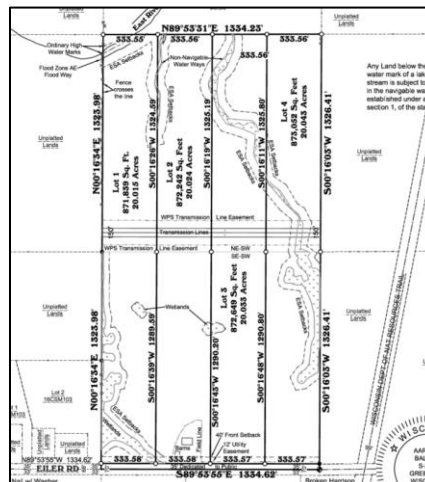
- 08-24-20 Plan Commission Report - CSM on Eiler RD (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

ITEM 3: Staff recommendation and possible action regarding a proposed extraterritorial 4 lot certified survey map at the 3300 BLK Eiler Rd in the Town of Rockland (Parcels R-224, R-229).*

SITE MAP



PROPOSED CERTIFIED SURVEY MAP AREA



REQUESTED ACTION:	Extraterritorial Certified Survey Map Review	
COMMON DESCRIPTION:	3300 BLK Eiler RD, located between STH 57 and the Fox River State Recreational Trail.	
PARCEL NUMBER(S):	R-224, R-229	
EXISTING ZONING:	Estate Residential 10-Acre in Rockland.	
SURROUNDING LAND USES:	Mostly natural areas and agricultural in all directions, with some residential.	
COMPREHENSIVE PLAN:	Environmentally sensitive area, Parks and Recreation, Industrial Park.	
APPLICANT/OWNER NAME:	Aaron Ballast, PLS Authorized Representative TNT Professional Land Surveyors INC 2154 Early ST Green Bay, WI 54304	Janssen Living Trust Property Owner 3363 Eiler RD De Pere, WI 54115
SITE HISTORY:	After a review of air photographs, the site has had natural areas and agricultural uses, with agricultural structures, since 1938 air photographs. In August 2020, a CSM was submitted to the City for extraterritorial review. The intent of the land division is to divide the two square 40 acre lots into 4 20-acre rectangular lots for residential uses.	
STAFF REVIEW:	When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. • The proposed CSM is located in Rockland, approximately 1.5 miles from the De Pere City limits. • The proposed land division will divide 2 lots into 4 lots for residential uses. • The City has a required minimum acreage of 10.0 acres, minimum lot width of 300', and minimum street frontage of 300'. The town's minimums are 10 acres, unspecified lot width, and 300' street frontage. ○ Lot 1 has 20.0 acres, 334' of width, and 334' frontage. ○ Lot 2 has 20.0 acres, 334' of width, and 334' frontage. ○ Lot 3 has 20.0 acres, 334' of width, and 334' frontage. ○ Lot 4 has 20.0 acres, 334' of width, and 334' frontage. • The site is located outside of the sewer service district. There are also environmentally sensitive areas (ESA). The state may require different lot sizes, and the county may require ESA setbacks, which are reviewed by Brown County.	

- There are two staff recommended conditions of approval that are listed at the end of the report.

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

REVIEW PROCESS:

For extraterritorial certified survey map petitions the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews and provides a final decision of approval or rejection. Common Council is expected to take action on September 1, 2020.

**STAFF
RECOMMENDATION:**

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

1. Meeting all other state and local regulations, including Brown County Planning Commission and Town of Lawrence.
2. Add the name "Carey E. Danen, City Clerk" under the signature line in the City of De Pere certificate. Also, revise the Common Council approval date.

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: \$ 368.00
		Receipt #: _____
		Date: _____

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) TNT Professional Land Surveyors, Inc.	Authorized Representative Aaron Ballast	Title Professional Land Surveyor	
Mailing Address 2154 Early Street	City Green Bay	State WI	ZIP Code 54304
Email Address tnt-pls@tntsurveyors.com	Phone Number (incl. area code) 920-680-8261	Fax Number (incl. area code) 920-569-2605	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity) Janssen Living Trust	Contact Person Randy Janssen	Title Trustee	
Mailing Address 3363 Eiler Road	City De Pere	State WI	ZIP Code 54115
Email Address Randy.Janssen@edwardjones.com	Phone Number (incl. area code) 920-660-8446	Fax Number (incl. area code) NA	

SECTION 3: Project or Site Location

Project Address/Description Eiler Road, NE1/4 of the SW1/4 and SE1/4 of the SW1/4, Sec. 16, T22N-R20E, Town of De Pere	Parcel No. R-224 & R-229
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SECTION 4: CSM Information

Existing Zoning:	Estate Residential 10 Acre (ER-10)
Present Use of Parcel:	Agricultural, Forest
Proposed Use of Lots:	Residential

Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City
or if the property is located within the extraterritorial jurisdiction.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) Aaron Ballast	Title PLS	Phone Number 920-680-8261
Signature of Applicant		Date Signed 7/30/2020

TO BE COMPLETED BY CITY STAFF

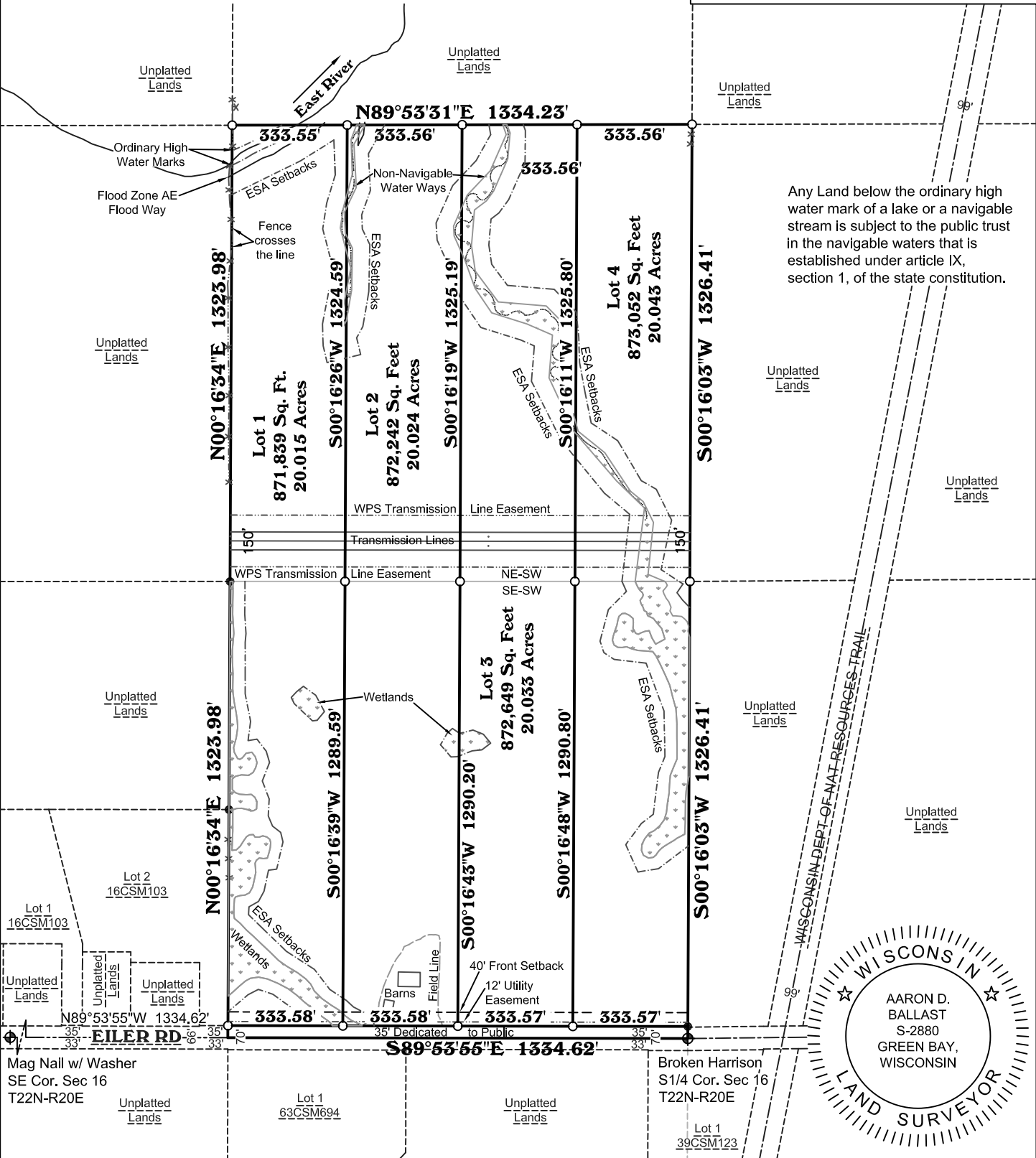
CSM Review authorized by the De Pere Municipal Code, Chapter 46.	
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Attachment: Application Form (9935 : Recommendation from Plan Commission to approve a proposed extraterritorial 4 lot certified survey map)

Preliminary

CERTIFIED SURVEY MAP

All of the Northeast 1/4 of the Southwest 1/4 and all of the Southeast 1/4 of the Southwest 1/4, all being in Section 16, T22N-R20E, Town of Rockland, Brown County, Wisconsin.



TNT
Professional Land
SURVEYORS Inc.
2154 Early Street
Green Bay, WI 54304
(920)406-1477
Job # 0819-109

Bearings referenced to the South line of the of the Southwest 1/4, Sec. 16, published to bear S89°53'55"E.

Owner: Janssen Living Trust
Address: Eiler Road

Scale: 1"=400'



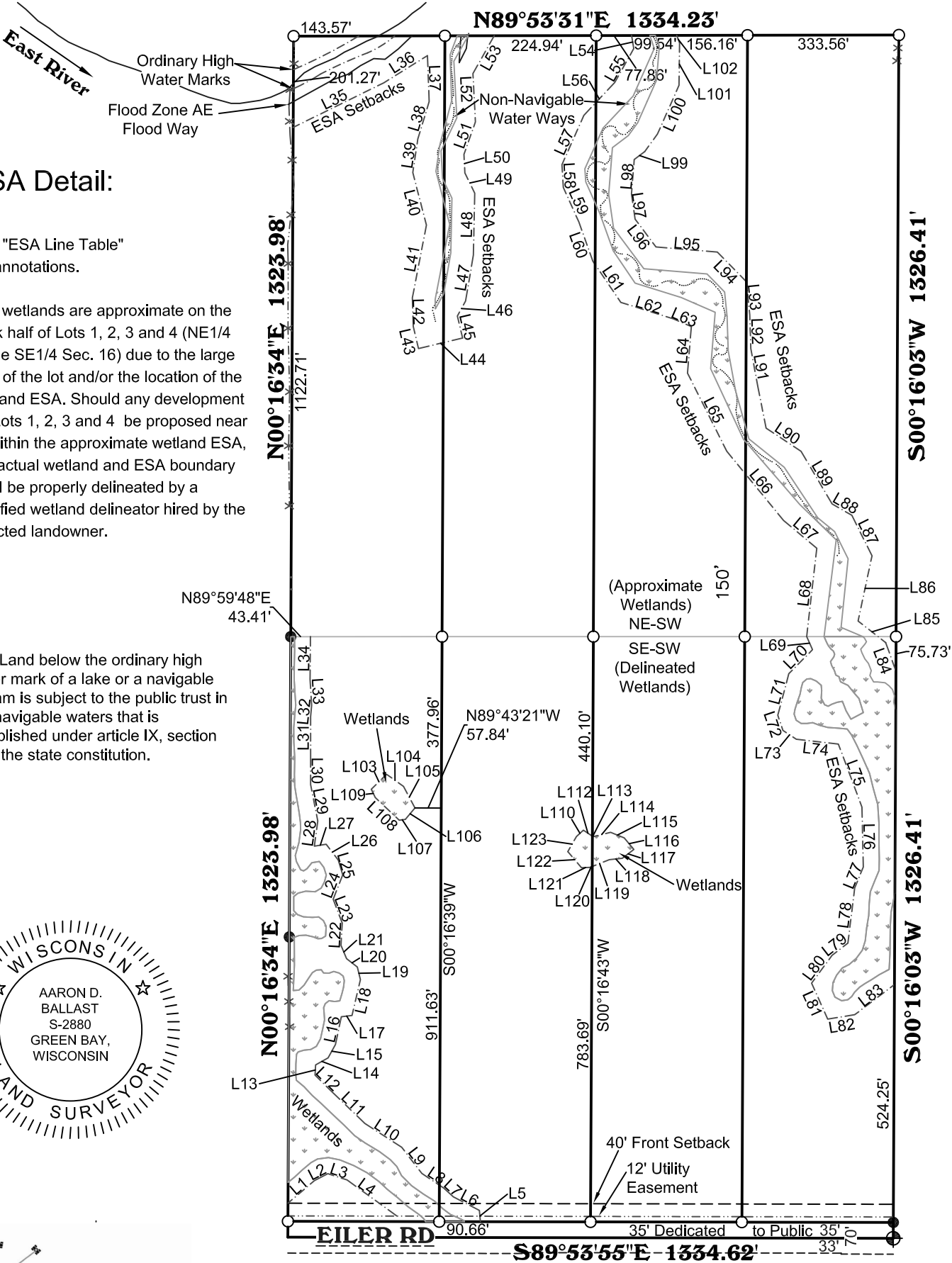
- US Public Land Corner by Brown County as noted.
- 1" iron pipe found unless noted
- 1" by 18" Iron pipe weighing 1.13# per linear foot set
- Record Information
- 12' Utility Easement created on this map

Attachment: Preliminary CSM (9935 : Recommendation from Plan Commission to approve a proposed extraterritorial 4 lot certified survey ma)

Preliminary

CERTIFIED SURVEY MAP

All of the Northeast 1/4 of the Southwest 1/4 and all of the Southeast 1/4 of the Southwest 1/4, all being in Section 16, T22N-R20E, Town of Rockland, Brown County, Wisconsin.



ESA Detail:

See "ESA Line Table" for annotations.

The wetlands are approximate on the back half of Lots 1, 2, 3 and 4 (NE1/4 of the SE1/4 Sec. 16) due to the large size of the lot and/or the location of the wetland ESA. Should any development on Lots 1, 2, 3 and 4 be proposed near or within the approximate wetland ESA, the actual wetland and ESA boundary shall be properly delineated by a certified wetland delineator hired by the affected landowner.

Any Land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in the navigable waters that is established under article IX, section 1, of the state constitution.



TNT
Professional Land
SURVEYORS Inc.
2154 Early Street
Green Bay, WI 54304
(920)406-1477
Job # 0819-109

Bearings referenced to the South line of the of the Southwest 1/4, Sec. 16, published to bear S89°53'55"E.

Owner: Janssen Living Trust

Address: Eiler Road

Scale: 1"=300'



- US Public Land Corner by Brown County as noted.
- 1" iron pipe found unless noted
- 1" by 18" Iron pipe weighing 1.13# per linear foot set
- Record Information
- 12' Utility Easement created on this map

Preliminary

CERTIFIED SURVEY MAP

All of the Northeast 1/4 of the Southwest 1/4 and all of the Southeast 1/4 of the Southwest 1/4, all being in Section 16, T22N-R20E, Town of Rockland, Brown County, Wisconsin.

ESA Line Table:

LINE	BEARING	DISTANCE
L1	N49°32'24"E	76.69'
L2	N62°44'03"E	33.27'
L3	S71°44'18"E	44.42'
L4	S54°07'13"E	135.93'
L5	N05°05'38"W	24.97'
L6	N62°23'06"W	64.78'
L7	N47°37'44"W	28.24'
L8	N56°15'18"W	58.25'
L9	N37°35'44"W	73.10'
L10	N57°07'39"W	96.62'
L11	N46°07'17"W	101.13'
L12	N45°29'34"W	51.71'
L13	S03°09'51"W	22.67'
L14	N60°48'08"E	31.62'
L15	N28°31'18"E	33.78'
L16	N12°06'28"E	62.59'
L17	N83°12'16"E	23.69'
L18	N13°02'38"E	81.06'
L19	N13°30'54"W	28.50'
L20	N52°09'32"W	29.99'
L21	N22°59'22"W	31.81'
L22	N03°12'30"E	49.40'
L23	N20°51'53"W	56.02'
L24	N21°17'22"E	57.88'
L25	N16°39'58"W	33.78'
L26	N37°19'07"W	44.17'
L27	S80°25'03"W	26.39'
L28	N07°43'12"E	56.20'
L29	N11°08'44"W	81.80'
L30	N00°04'32"W	59.23'
L31	N00°01'58"E	90.39'
L32	N05°14'52"E	25.29'
L33	N03°31'19"W	57.01'
L34	N00°28'33"E	94.30'
L35	N63°48'15"E	222.52'
L36	N58°02'00"E	113.47'
L37	S02°11'35"E	101.40'
L38	S16°52'18"W	86.12'
L39	S08°34'56"W	74.84'
L40	S14°32'14"E	119.76'
L41	S10°55'57"W	163.03'
L42	N01°45'12"W	63.37'
L43	S13°20'00"E	50.00'
L44	N76°40'00"E	100.00'
L45	N13°20'00"W	50.00'
L46	N28°37'07"E	37.46'
L47	N09°42'42"E	102.94'
L48	N01°10'53"E	136.31'
L49	N25°40'25"W	49.82'
L50	N02°52'51"W	41.03'
L51	N19°31'03"E	75.63'
L52	N02°57'30"W	106.74'
L53	N29°20'12"E	95.70'
L54	S09°38'19"E	29.20'
L55	S29°14'25"W	85.94'
L56	S43°15'09"W	99.32'
L57	S23°59'03"W	119.03'
L58	S03°35'03"E	50.15'
L59	S24°07'06"E	83.39'
L60	S19°40'32"E	91.85'

L61	S34°11'19"E	109.84'
L62	S72°35'53"E	121.37'
L63	S66°35'04"E	43.10'
L64	S04°37'39"W	102.98'
L65	S26°40'15"E	192.42'
L66	S39°21'20"E	197.51'
L67	S50°05'55"E	95.67'
L68	S06°33'39"W	196.11'
L69	S24°10'35"E	31.56'
L70	S44°36'49"W	74.39'
L71	S14°53'14"W	94.54'
L72	S18°23'49"E	35.39'
L73	S56°37'58"E	35.47'
L74	S83°23'03"E	91.77'
L75	S20°32'11"E	148.37'
L76	S01°11'55"E	132.17'
L77	S22°11'27"W	49.69'
L78	S07°05'35"W	122.52'
L79	S52°05'41"W	44.21'
L80	S36°26'02"W	75.91'
L81	S24°06'38"E	86.85'
L82	N80°52'18"E	60.32'
L83	N52°46'36"E	109.74'
L84	N19°45'37"W	66.47'
L85	N51°59'09"W	77.28'
L86	N12°02'36"E	146.96'
L87	N26°23'31"W	99.73'
L88	N60°08'12"W	50.30'
L89	N30°29'31"W	134.66'
L90	N56°27'46"W	92.49'
L91	N10°29'41"W	85.31'
L92	N01°45'46"W	73.84'
L93	N05°47'25"W	73.62'
L94	N44°20'35"W	91.55'
L95	N85°13'41"W	135.91'
L96	N36°45'17"W	76.51'
L97	N08°21'12"W	56.44'
L98	N04°41'05"E	75.86'
L99	N52°44'19"E	28.99'
L100	N23°51'12"E	117.50'
L101	N00°40'34"E	93.18'
L102	N20°22'47"W	17.90'
L103	N45°22'46"E	47.15'
L104	S54°17'39"E	45.97'
L105	S28°06'17"E	53.84'
L106	S40°13'19"W	33.14'
L107	S83°30'30"W	13.49'
L108	N46°38'01"W	72.65'
L109	N25°26'16"W	20.10'
L110	N47°25'27"E	20.76'
L112	S55°57'41"E	23.96'
L113	S55°57'41"E	1.57'
L114	N76°02'45"E	39.88'
L115	S67°57'32"E	32.53'
L116	S39°28'47"E	33.27'
L117	S52°46'27"W	32.03'
L118	S83°45'37"W	28.54'
L119	S68°37'40"W	40.55'
L120	S68°37'40"W	5.66'
L121	S87°45'51"W	18.50'
L122	N40°31'27"W	46.48'
L123	N29°55'57"E	38.34'





TNT
Professional Land
SURVEYORS Inc.
2154 Early Street
Green Bay, WI 54304
(920)406-1477
Job # 0819-109

Attachment: Preliminary CSM (9935 : Recommendation from Plan Commission to approve a proposed extraterritorial 4 lot certified survey ma)

Preliminary

CERTIFIED SURVEY MAP

All of the Northeast 1/4 of the Southwest 1/4 and all of the Southeast 1/4 of the Southwest 1/4, all being in Section 16, T22N-R20E, Town of Rockland, Brown County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Aaron D. Ballast, Professional Land Surveyor S-2880-008, do hereby certify that I have surveyed, divided and mapped part of the lands described in Warranty Deed recorded as Document No. 1630880, being all of the Northeast 1/4 of the Southwest 1/4 and all of the Southeast 1/4 of the Southwest 1/4, Section 16, Town 22 North, Range 20 East, Town of Rockland, Brown County, Wisconsin bounded and described as follows:

Beginning at the South 1/4 corner of Section 16, Town 22 North, Range 20 East; thence S89°53'55"E a distance of 1334.62 feet along the south line of said Southeast 1/4 of Southwest 1/4 of said said Section 16 to the west line of said Southeast 1/4 of Southwest 1/4; thence N00°16'34"E a distance of 1323.98 feet along said west line to the north line of said Southeast 1/4 of Southwest 1/4; thence N00°16'34"E a distance of 1323.98 feet along the west line of said Northeast 1/4 of Southwest 1/4 to the north line of said Northeast 1/4 of Southwest 1/4; thence N89°53'31"E a distance of 1334.23 feet along said north line to the east line of said Northeast 1/4 of Southwest 1/4; thence S00°16'03"W a distance of 1326.41feet along said east line to the north line of said Southeast 1/4 of Southwest 1/4; thence S00°16'03"W a distance of 1326.41 feet along the east line of said Southeast 1/4 of Southwest 1/4 to the Point of Beginning; having an area of 3,536,693 square feet (81.191 acres) more or less and subject to easements and restrictions of record.

I do hereby further certify that I have made such survey under the direction of Randell M. Janssen, Trustee of Janssen Living Trust, and that this map is a correct representation of the exterior boundary of the lands surveyed and the division thereof, and that this survey fully complies with the Chapter 236.34 of the Wisconsin Statutes, the Town of Rockland and Brown County Subdivision Ordinances and is true and correct to the best of my knowledge and belief.

Field work completed _____,2020

Dated this _____ day of _____, 2020

Aaron D. Ballast, S-2880-008



2154 Early Street
Green Bay, WI 54304
(920)406-1477
Job # 0819-109

Preliminary

CERTIFIED SURVEY MAP

All of the Northeast 1/4 of the Southwest 1/4 and all of the Southeast 1/4 of the Southwest 1/4, all being in Section 16, T22N-R20E, Town of Rockland, Brown County, Wisconsin.

UTILITY EASEMENT PROVISION

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

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

RESTRICTIVE COVENANTS:

- 1. The land on all side and rear lot lines shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
- 2. No Poles, Pedestals or buried Cables are to be placed as to disturb any survey stake. A disturbance of a survey stake by anyone is a violation of Section 236.32 of the Wisconsin Statutes.
- 3. Lots 1, 2, 3 and 4 contains an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes approximate wetlands, all lands within 50 feet of approximate wetlands of any size and non-navigable waterways, all land within 35 feet of the top of bank of non-navigable waterways, navigable waterways, floodway plus all land within 50 feet or 75 feet beyond the ordinary high water mark, and delineated wetlands, all land within 35 feet of wetlands 2 acres or greater. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

NOTES:

- 1. The wetlands are approximate on the back half of Lots 1, 2, 3 and 4 (NE1/4 of the SE1/4 Sec. 16) due to the large size of the lot and/or the location of the wetland ESA. Should any development on Lots 1, 2, 3 and 4 be proposed near or within the approximate wetland ESA, the actual wetland and ESA boundary shall be properly delineated by a certified wetland delineator hired by the affected landowner.
- 2. The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.
- 3. Development of Lots 1, 2, 3 and 4 requires public sewer and water be available OR acquisition of all state, county, and/or municipal permits concerning onsite sewage disposal systems for sanitary waste disposal.



2154 Early Street
Green Bay, WI 54304
(920)406-1477
Job # 0819-109

Preliminary

CERTIFIED SURVEY MAP

All of the Northeast 1/4 of the Southwest 1/4 and all of the Southeast 1/4 of the Southwest 1/4, all being in Section 16, T22N-R20E, Town of Rockland, Brown County, Wisconsin.

OWNER'S CERTIFICATE:

As trustee of Janssen Living Trust, I hereby certify that we caused the land described herein to be surveyed, mapped, divided and dedicated as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the following for approval: Town of Rockland, Brown County.

Randell M. Janssen

STATE OF WISCONSIN)
COUNTY OF BROWN) ss

Personally came before me this ____ day of _____ 2020, the above named owners to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission Expires _____

CITY OF DE PERE EXTRATERRITORIAL APPROVAL:

I, Shana Ledvina, City Clerk-Treasurer of the City of De Pere, do hereby certify that this Certified Survey Map was approved by action of the City of De Pere Common Council at a meeting held on the 7th day of August, 2018.

Shana Ledvina, City of De Pere Clerk-Treasurer Date



2154 Early Street
Green Bay, WI 54304
(920)406-1477
Job # 0819-109

Preliminary

CERTIFIED SURVEY MAP

All of the Northeast 1/4 of the Southwest 1/4 and all of the Southeast 1/4 of the Southwest 1/4, all being in Section 16, T22N-R20E, Town of Rockland, Brown County, Wisconsin.

CERTIFICATE OF THE TOWN OF ROCKLAND CLERK

Town of Rockland Clerk

Date

BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Plan Commission on this day of , 2020.

Dan Teaters, Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

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

Paul D. Zeller, Brown County Treasurer

Date



2154 Early Street
Green Bay, WI 54304
(920)406-1477
Job # 0819-109



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve a proposed extraterritorial 2 lot certified survey map at 5041 Sportsman DR in the Town of Ledgeview (Part of Parcel D-417).

On August 24, 2020 Plan Commission unanimously recommended approval of the certified survey map by a vote of 7-0, with conditions.

ATTACHMENTS:

- 08-24-20 Plan Commission Report - CSM on Sportsman DR - Copy (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

REQUESTED ACTION:	Extraterritorial Certified Survey Map Review	
COMMON DESCRIPTION:	5041 Sportsman DR, located northeast from the Sportsman DR and Carter LN intersection.	
PARCEL NUMBER(S):	Part of D-417	
EXISTING ZONING:	A-1 in Ledgeview.	
SURROUNDING LAND USES:	Mostly natural areas and agricultural in all directions, with some residential.	
COMPREHENSIVE PLAN:	Agricultural in Ledgeview.	
APPLICANT/OWNER NAME:	Steven M. Bieda, PLS Authorized Representative Mau & Associates LLP 400 Security BLVD Green Bay, WI 54313	Bildings Clayton G & Gladys M Revocable Trust Property Owner 5041 Sportsman DR De Pere, WI 54115
SITE HISTORY:	After a review of air photographs, the site has had natural areas and agricultural uses, with agricultural structures, since 1938 air photographs. In August, 2020, a CSM was submitted to the City for extraterritorial review. The intent of the land division was to divide the parcel into two lots for agricultural and rural residential uses.	
STAFF REVIEW:	When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. • The proposed CSM is located in Ledgeview, approximately 0.8 miles from the De Pere City limits. • The proposed land division will divide 1 lot into 2 lots for agricultural and rural residential uses. • The City has a required minimum acreage of 0.18 acres and minimum street frontage of 75'. The town's minimums are and 75'; the Town's minimums are <u>35 acres</u>, and 150'. A rezoning is required in order for the town to allow the land division. ○ Lot 1 has 14.5 acres, 334' of width, and 334' frontage. ○ Lot 2 has 3.2 acres and 1,563' frontage. • Lot 1 is located outside of the sewer service district and Lot 2 is located inside the sewer service district. There do not appear to be environmentally sensitive areas (ESA). The state may require different lot sizes, and the county may require ESA setbacks, which are reviewed by Brown County.	

- There are three staff recommended conditions of approval that are listed at the end of the report.

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

REVIEW PROCESS:

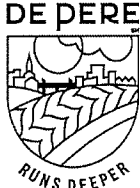
For extraterritorial certified survey map petitions the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews and provides a final decision of approval or rejection. Common Council is expected to take action on September 1, 2020.

**STAFF
RECOMMENDATION:**

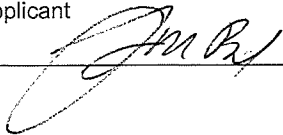
Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including Brown County Planning Commission and Town of Lawrence.
2. The town's A-1 zoning permits 35 acre minimum lots. Prior to recording the CSM, the land needs to be properly rezoned to a proper zoning category that allows the proposed lot sizes.
3. Add the name "Carey E. Danen, City Clerk" under the signature line in the City of De Pere certificate. Also, revise to include a line for the Common Council approval date in addition to signature date.

Print Form

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: \$ 368.00 Receipt #: Date:
---	---	---------------------------------------

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

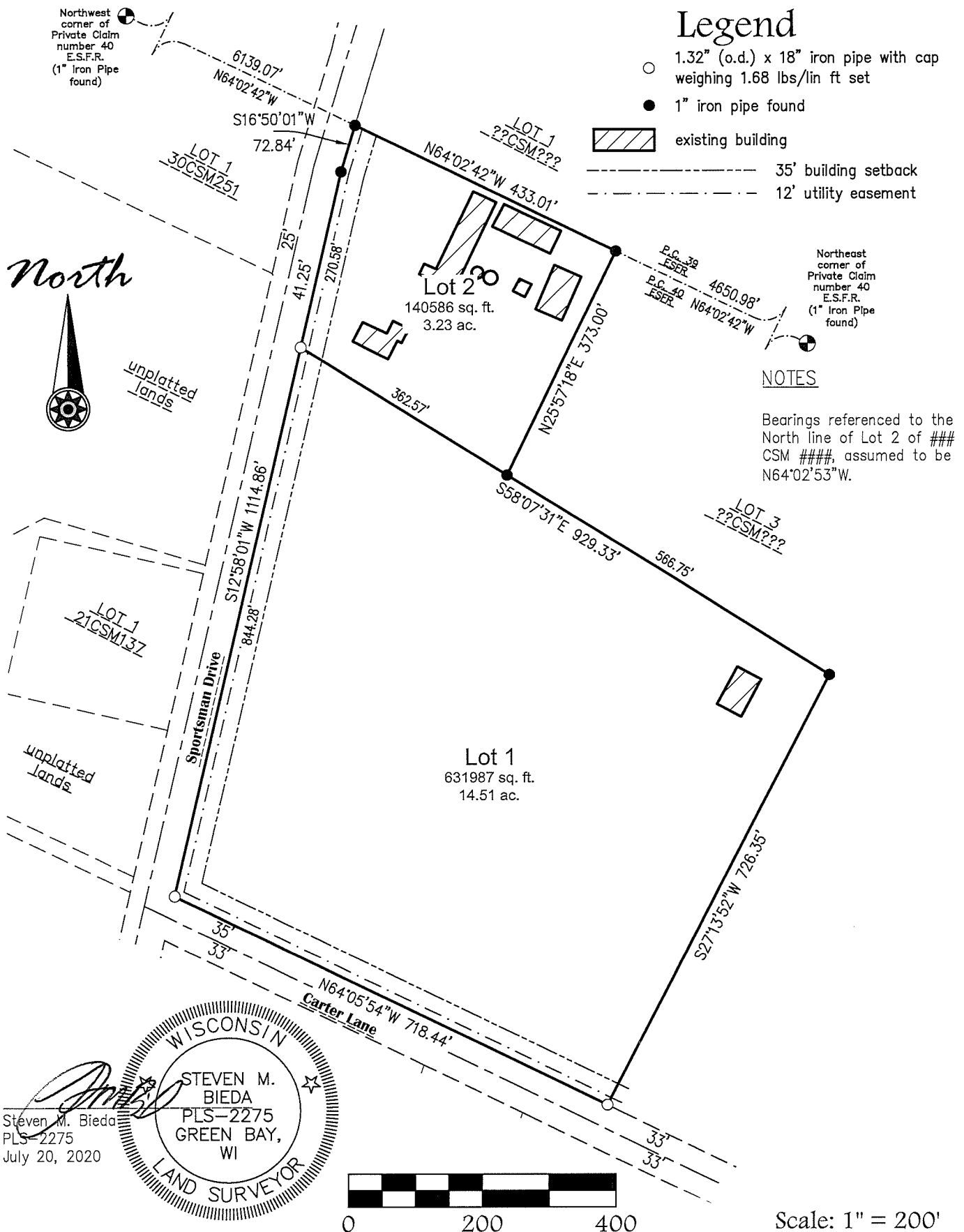
SECTION 1: Applicant / Permittee Information					
Applicant Name (Ind., Org. or Entity) Mau & Associates		Authorized Representative		Title	
Mailing Address 400 Security Blvd		City Green Bay		State WI	ZIP Code 54313
Email Address Sbieda@mau-associates.com		Phone Number (incl. area code) 920-434-9670		Fax Number (incl. area code)	
SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)					
Name (Ind. Org. or Entity) Juanita Tetzlaff		Contact Person		Title	
Mailing Address 3380 Carter Lane		City De Pere		State WI	ZIP Code 5415
Email Address		Phone Number (incl. area code) 920-655-3708		Fax Number (incl. area code)	
SECTION 3: Project or Site Location					
Project Address/Description Sportsman road				Parcel No. D-417	
SECTION 4: CSM Information					
Existing Zoning:		A-1			
Present Use of Parcel:		farm			
Proposed Use of Lots:		farm land and Rural Reasidential			
Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.					
SECTION 5: Certification and Permission					
Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.					
Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.					
Name of Owner/Authorized Representative (please print) Steve Bieda			Title Agent		Phone Number 434-920-669 9670
Signature of Applicant 					Date Signed 7/20/20

TO BE COMPLETED BY CITY STAFF	
CSM Review authorized by the De Pere Municipal Code, Chapter 46.	

Attachment: Application Form (9936 : Recommendation from Plan Commission to approve a proposed extraterritorial 2 lot certified survey ma

Certified Survey Map

All of Lot 2 of Certified Survey Maps, Map Number #####, Document number #####, Brown County Records, being part of Private Claim number 40, East Side of the Fox River, Town of Ledgeview, Brown County, Wisconsin:



Client: Clyde Tetzlaff
Tax Parcel: D-400, D-417, D-417-4
Drafted By: JRW
File: B-1799CSM 052420.DWG
Data File: F-16887.TXT

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of Three
Project No.: B-1799
Drawing No.: L-11162
Fieldwork Completed: 05/28/20

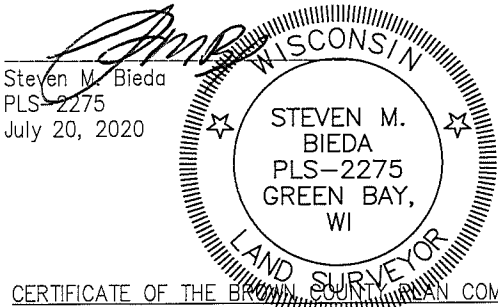


SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped all of Lot 2 of Certified Survey Maps, Map Number ####, Document number #####, Brown County Records, being part of Private Claim number 40, East Side of the Fox River, Town of Ledgeview, Brown County, Wisconsin.

Parcel contains 772,568 Sq. Ft. / 17.74 Ac. more or less.
Parcel subject to easements and restrictions of record.

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



CERTIFICATE OF THE BROWN COUNTY PLAN COMMISSION

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

Dan Teaters
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

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

Paul D. Zeller Date
Brown County Treasurer

CERTIFICATE OF THE TOWN OF LEDGEVIEW

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

Charlotte Nagel
Town Clerk

CERTIFICATE OF THE CITY OF DE PERE TREASURER

As City of DePere Treasurer, I hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

Shana L. Ledvina Date
City Treasurer

NOTES

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

A Shoreland Permit from the Brown County Zoning Administrator's office is required prior to any construction, fill, or grading activity within 300 feet of a stream.

RESTRICTIVE COVENANTS

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

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

Sheet Two of Three
Project No.: B-1799
Drawing No.: L-11163

Attachment: Preliminary CSM (9936 : Recommendation from Plan Commission to approve a proposed extraterritorial 2 lot certified survey ma



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

SUBJECT: Discussion and Possible Action Regarding WPS and the City of De Pere East Industrial Park Utility Planning, Funding and Installation.

ATTACHMENTS:

- 2. Location Map (PDF)
- 4. Subject Area CSMs (PDF)
- 5. City of De Pere Utility Map (PDF)
- 6. City of De Pere TID No. 10 Map (PDF)
- East Industrial Park Utility Planning-Funding Memo 09010202 (DOCX)



Utility Location Map

Map printed on 8/27/2020

1:9,600

1 inch = 800 feet*

1 inch = 0.152 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

"hooks" indicate
parcel ownership
crosses a line

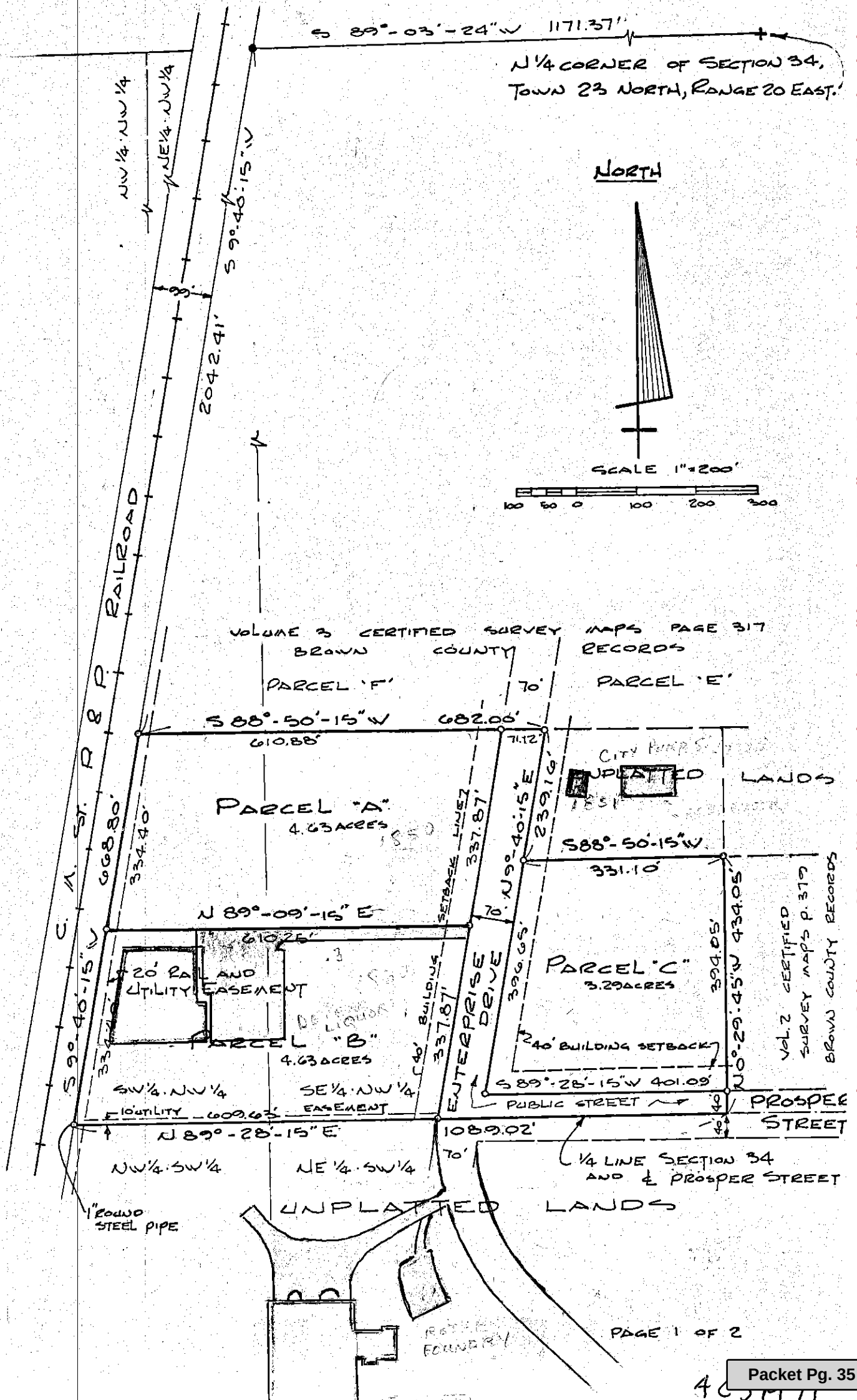
SC-190-2 Parcel ID Number
2880257 Document Number
0.814 AC Area of parcel
279.8' Line Distance
3547 Address

A complete key (legend) is available at:
<https://tinyurl.com/BrownDogKey>



Packet Pg. 34

CERTIFIED SURVEY MAP



Attachment: 4. Subject Area CSMs (9949 : Discussion and Possible Action Regarding WPS & E Industrial Park Utility Installation, Planning)

CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE

I, Robert E. Lee, Registered Land Surveyor, do hereby certify that I have surveyed, divided and mapped that part of the Northwest One-Quarter of Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin, described as follows:

Commencing at the North One-Quarter corner of Section 34, Town 23 North, Range 20 East; thence South $89^{\circ}03'24''$ West along the North line of said section, a distance of 1171.37 feet to the Easterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence South $9^{\circ}40'15''$ West along said Easterly railroad right-of-way a distance of 2042.41 feet to the Southwest corner of Parcel F described in Volume 3, Certified Survey Maps, Page 317, Brown County Records and the point of beginning;

Thence continuing South $9^{\circ}40'15''$ West along said Easterly railroad right-of-way a distance of 668.80 feet; thence North $89^{\circ}28'15''$ East a distance of 1089.02 feet along the quarter section line; thence North $0^{\circ}29'45''$ West a distance of 434.05 feet; thence South $88^{\circ}50'15''$ West a distance of 331.10 feet; thence North $9^{\circ}40'15''$ East along the Easterly right-of-way of Enterprise Drive 239.16 feet; thence South $88^{\circ}50'15''$ West along the Southerly line of Parcel F described in Volume 3, Certified Survey Maps, Page 317, Brown County Records, a distance of 682.00 feet to the point of beginning.

Also, a perpetual easement reserved being the West 20 feet of the above described property parallel to the railroad right-of-way for railway spur track and utility installations and also the South 10 feet for utility installations.

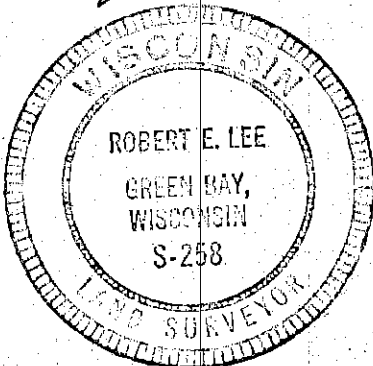
That I have made such survey by order of the Citizens Development Corp., owners of the land divided and that I have complied with the Code of Ordinances of the City of De Pere and with Chapter 236 Revised Statutes of Wisconsin in surveying, dividing and mapping the same.

Given under my hand this 3RD day of APRIL, 1972.

Robert E. Lee

Robert E. Lee
Registered Land Surveyor

Approved by the City of De Pere, Wisconsin on this 11th day of April, 1972.



H. M. F. Hallock
Signature

Director of Public Works
Title

1218967

3948

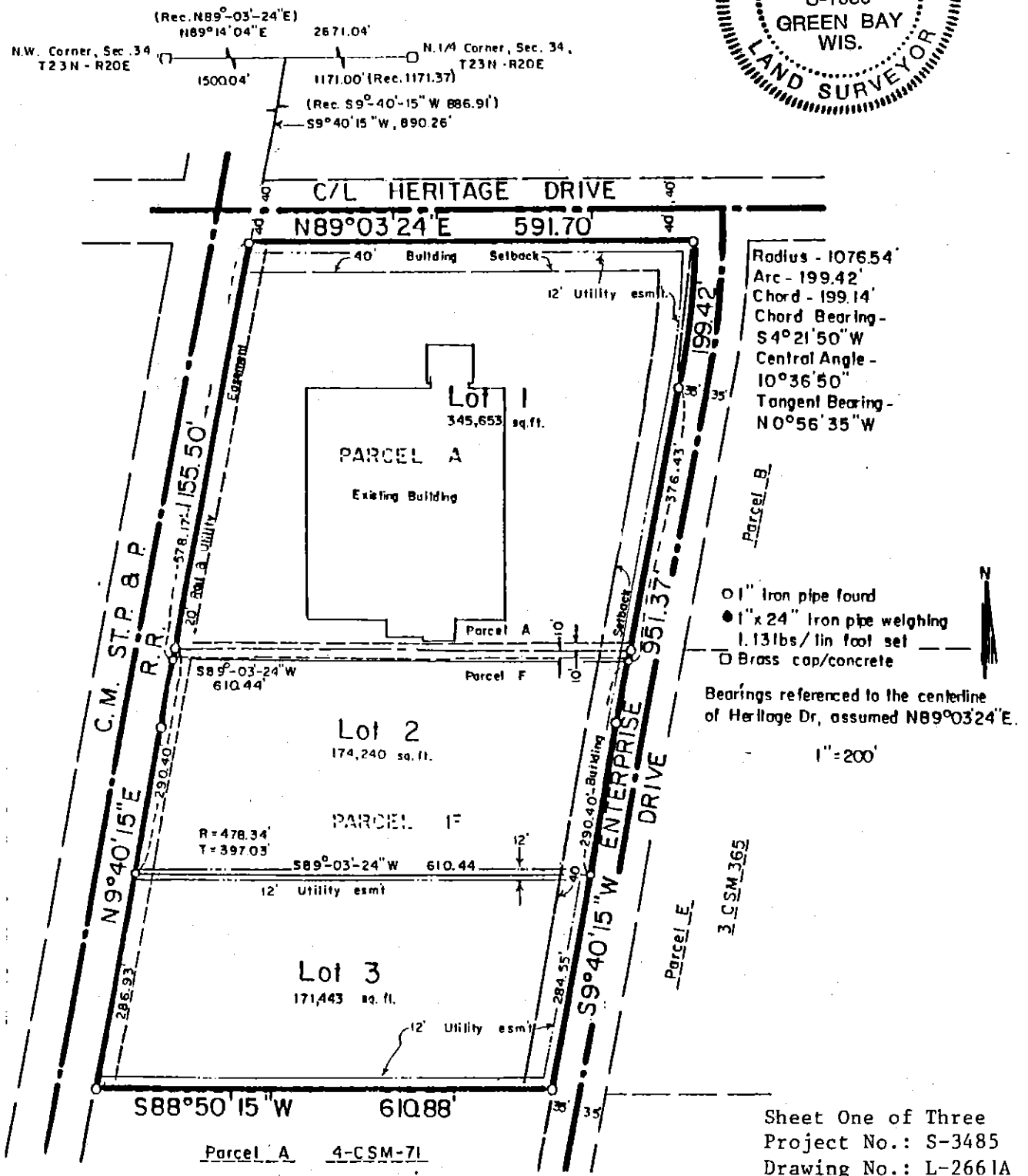
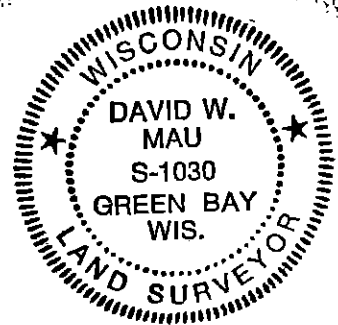
CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE

I, David W. Mau, Registered Land Surveyor, do hereby certify that I have surveyed, divided and mapped all of Lots 1 and 2, Volume 14, Certified Survey Maps, page 293, Brown County Records, being located in Section 34, T23N-R20E, City of De Pere, Brown County, Wisconsin, more fully described on Sheet Two.

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

David W. Mau S-1030
May 25, 1990
June 20, 1990



Attachment: 4. Subject Area CSMs (9949 : Discussion and Possible Action Regarding WPS & E Industrial Park Utility Installation, Planning)

SURVEYOR'S CERTIFICATE CONTINUED

All of Lots 1 and 2, Volume 14, Certified Survey Maps, page 293, Brown County Records, being located in Section 34, T23N-R20E, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Beginning at the Northwest Corner of Lot 1, Volume 14, Certified Survey Maps, page 293, Brown County Records; thence N89°03'24"E, 591.70 feet along the south right-of-way of Heritage Drive; thence 199.42 feet along the west right-of-way of Enterprise Drive, being the arc of a 1076.54 foot radius curve to the right whose long chord bears S4°21'50"W, 199.14 feet; thence S9°40'15"W, 951.37 feet along said west right-of-way to the southeast corner of Lot 2, Volume 14, Certified Survey Maps, page 293, Brown County Records; thence S88°50'15"W, 610.88 feet along the south line of said Lot 2, to the southwest corner of said Lot 2; thence N9°40'15"E, 1155.50 feet along the east right-of-way the Chicago, Milwaukee, St. Paul and Pacific Railroad, to the point of beginning.

Parcel contains 691,336 square feet/15.87 acres, more or less.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

SHADE INFORMATION SYSTEMS, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner, does hereby certify that said Corporation caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. SHADE INFORMATION SYSTEMS, INC., does further certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the City of De Pere for approval or objection in accordance with current Land Subdivision Ordinances.

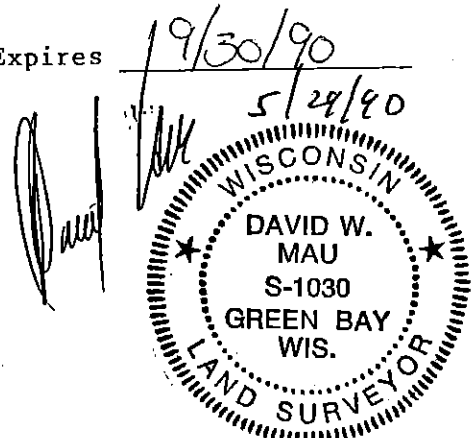
James L. Kemmerling

Robert E. Krueger

Personally came before me this ^{13th}~~10~~ day of JULY, 1990, the above named JAMES L. KEMMERLING President, and ROBERT E. KRUEGER Secretary (Cashier), of the above named corporation, to me known to be such president and secretary (cashier) of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Stan M. Sternhagen
 Notary Public
 State of Wisconsin
 COUNTY OF BROWN) SS

My Commission Expires

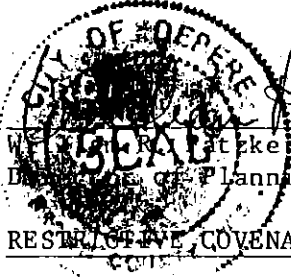


Sheet Two of Three
 Project No.: S-3485
 Drawing No.: L-2661B

1218967

CERTIFICATE OF THE CITY OF DE PERE

Approved for the City of De Pere this 18th day of July, 1990.



W. R. Atke
Director of Planning

RESTRICTIVE COVENANTS

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

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

REGISTER'S OFFICE

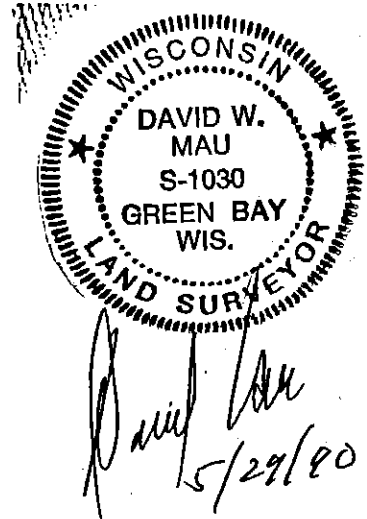
Brown Co., Wis.

Received for record the 18th
day of July A.D. 1990
at 10:06 o'clock A M.
and recorded in Vol. 23 of
Certified Survey Maps on Page 99

Betty Wallingford Bruning

Register of Deeds

\$12.00
filed



Sheet Three of Three
Project No.: S-3485
Drawing No.: L-2661C

Attachment: 4. Subject Area CSMs (9949 : Discussion and Possible Action Regarding WPS & E Industrial Park Utility Installation, Planning)

2749543

8687

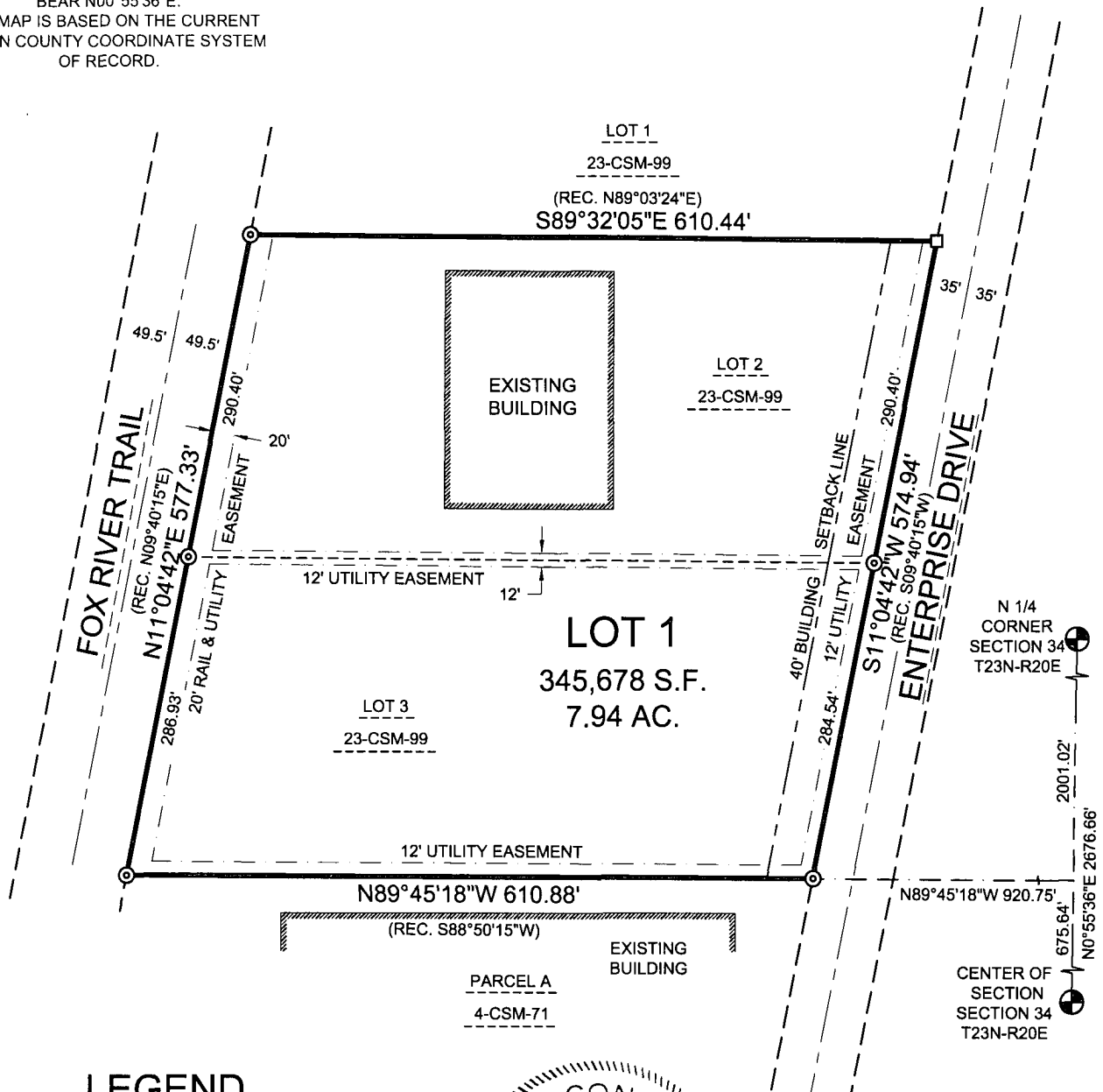
CERTIFIED SURVEY MAP

A COMBINATION OF LANDS RECORDED IN DOCUMENT NUMBER 1720352 AND DOCUMENT NUMBER 2631733, BEING ALL OF LOTS 2 AND 3 OF VOLUME 23, CERTIFIED SURVEY MAPS, PAGE 99 (MAP #3948-DOCUMENT #1218967), ALL OF BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, T23N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



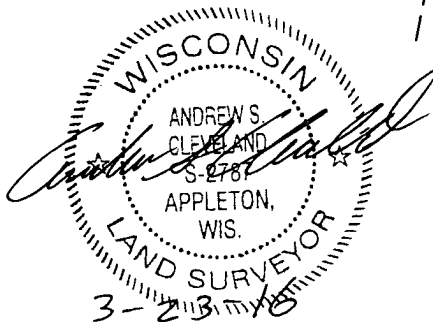
GRAPHIC SCALE

NORTH IS REFERENCED TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 34, T23N-R20E, RECORDED TO BEAR N00°55'36"E. THIS MAP IS BASED ON THE CURRENT BROWN COUNTY COORDINATE SYSTEM OF RECORD.



LEGEND

- ⊙ 1" IRON PIPE FOUND
- EXISTING MAG NAIL
- MONUMENT FOUND



Mach IV

Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI 54303
PH: 920-569-5765 Fax: 920-569-5767

CLIENT: SIERRA COATINGS
DRAFTED BY: RJO
TAX PARCEL NO.: ED-F0100-C-2 & ED-F0100-C-3

SCALE:
1"=150'

SHEET ONE OF TWO
PROJECT NO. 1084-01-16
DRAWING NO. 1180

Attachment: 4. Subject Area CSMs (9949 : Discussion and Possible Action Regarding WPS & E Industrial Park Utility Installation, Planning)

VOL 61 PAGE 315

2749543

CERTIFIED SURVEY MAP

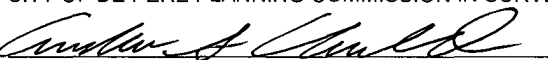
SURVEYOR'S CERTIFICATE

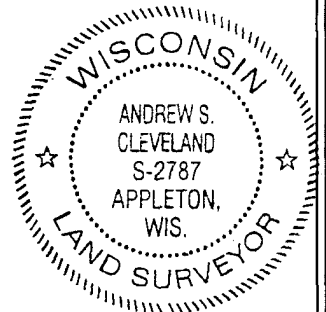
I, ANDREW S. CLEVELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS CERTIFIED SURVEY MAP IS NOT A DIVISION OF PROPERTY BUT SOLELY A COMBINATION AND DEPICTION OF THE LAND BOUNDARIES RECORDED IN DOCUMENT NUMBER 1720352 AND 2631733, BROWN COUNTY RECORDS, INTO A SINGLE PARCEL, BEING ALL OF LOTS 2 AND 3 OF VOLUME 23, CERTIFIED SURVEY MAPS, PAGE 99 (MAP #3948-DOCUMENT #1218967), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, T23N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

SAID PARCEL CONTAINS 345,678 SQ. FT. / 7.94 ACRES OF LAND, MORE OR LESS.
SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THIS CERTIFIED SURVEY MAP IS ALL OF TAX PARCEL NUMBERS: ED-F0100-C-2 & ED-F0100-C-3

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEY AND THE COMBINATION OF THAT LAND. THAT I HAVE MADE SUCH A SURVEY, AND PLAT BY THE DIRECTION OF THE OWNERS LISTED HEREON. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236, SECTION 236.34 OF THE WISCONSIN STATUTES AND THE CITY OF DE PERE PLANNING COMMISSION IN SURVEYING, COMBINING, AND MAPPING THE SAME.


ANDREW S. CLEVELAND PLS-2787
MARCH 23, 2016

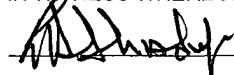


LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

SIERRA COATINGS TECHNOLOGIES LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, DOES HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED TO BE SURVEYED, MAPPED AND COMBINED AS REPRESENTED HEREON. SIERRA COATINGS TECHNOLOGIES LLC ALSO CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

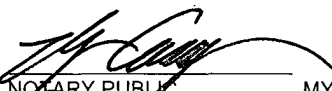
CITY OF DE PERE

IN WITNESS WHEREOF, THE SAID SIERRA COATINGS TECHNOLOGIES LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY

 ITS MEMBER, ON THIS 13 DAY OF June, 2016

Robert A. Shade, Jr.
MEMBER

PERSONALLY CAME BEFORE ME THIS 13 DAY OF JUNE, 2016. THE ABOVE NAMED MEMBER OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID LIMITED LIABILITY COMPANY, BY ITS AUTHORITY.


NOTARY PUBLIC MY COMMISSION EXPIRES 09/08/2017
Brown COUNTY, WISCONSIN

STATE OF WISCONSIN]
COUNTY OF Brown] SS



CERTIFICATE FOR THE CITY OF DE PERE

APPROVED FOR THE CITY OF DE PERE THIS 28th DAY OF June, 2016


SHANA D. BERNET
DE PERE-CLERK/TREASURER

RESTRICTIVE COVENANTS FROM 23-CSM-99:

- 1) THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE SUBDIVIDER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.
- 2) EACH LOT OWNER SHALL GRADE THE PROPERTY ABUTTING A STREET TO CONFORM TO THE ADOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID ELEVATION FOR FUTURE SIDEWALKS.

Office of the Register of Deeds
Brown County, Wisconsin

Received for Record July 1st, 2016
at 2:50 o'clock P M and recorded as

Document # 2749543 in

Volume 61 of CSM's on Page 315+


Cathy Williquette Lindsay, Register of Deeds

Mach IV

Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI 54303
PH: 920-569-5765 Fax: 920-569-5767

CLIENT: SIERRA COATINGS
DRAFTED BY: RJO
TAX PARCEL NO.: ED-F0100-C-2 &
ED-F0100-C-3

SCALE:

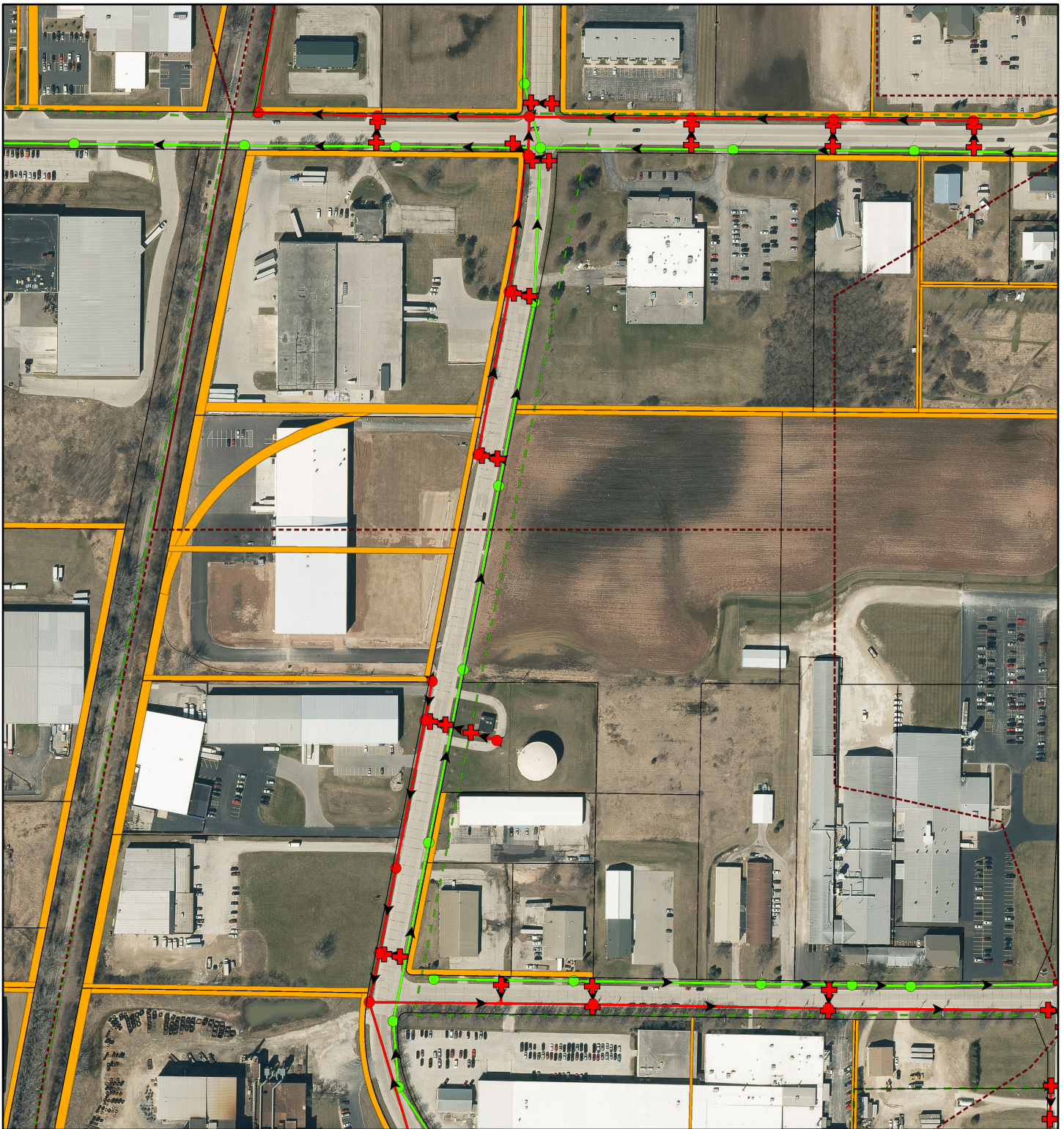
SHEET TWO OF TWO
PROJECT NO. 1084-01-16
DRAWING NO. 1180

VOL 61 PAGE 316

Packet Pg. 41

Attachment: 4. Subject Area CSMs (9949 : Discussion and Possible Action Regarding WPS & E Industrial Park Utility Installation, Planning)

East Business Park - Utility Map



8/25/2020, 11:22:24 AM

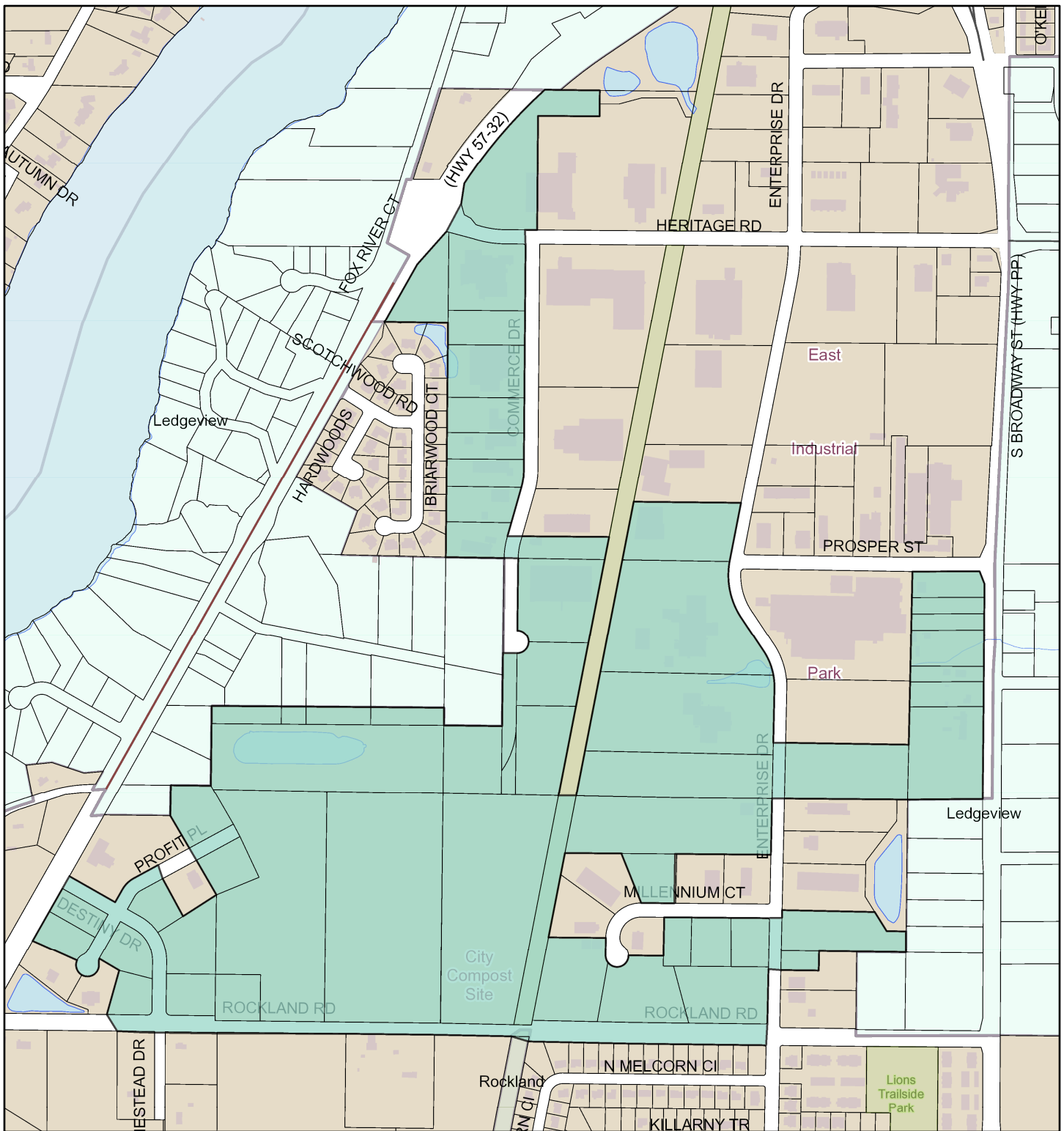
1:3,600

0 0.03 0.06 0.12 mi

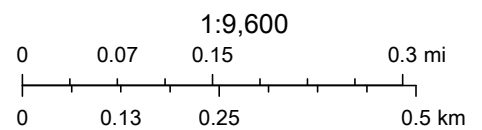
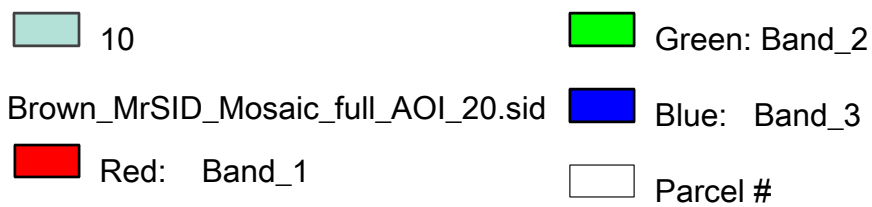
0 0.05 0.1 0.2 km

- | | | |
|---------------------|-------------------------|-----------------------------|
| ● Storm Manhole | --- Open Channel | → Private Sanitary |
| ⬮ Storm End Wall | --- Storm Basins | → GBMSD |
| ⊕ Storm Catch Basin | ● Sanitary Manhole | — Sanitary Pressurized Main |
| Storm Mains | ■ Sanitary Pump | - - - Sanitary Basins |
| → Collectors | — Sanitary Gravity Main | ■ Easements |
| — Culvert | — Sanitary Main | |

TID No. 10 Map



8/25/2020, 11:35:35 AM



CITY OF DE PERE MEMO



To: Common Council

From: Daniel Lindstrom, Development Services Director

Date: September 1, 2020

RE: **WPS-East Industrial Park Utility Planning, Funding, and Installation**

Introduction

On August 19, 2020 the Development Services Department received several phone calls from a concerned business owner in the east industrial park regarding the pending installation of Wisconsin Public Service (WPS) overhead power lines and wooden power poles. WPS is in the initial stages of replacing and adding services from State Highway 32/57 eastward underground to Heritage Road (approximately 1,950 feet), then adding above-ground services from approximately 200 feet north and above Heritage Road, then traveling south to the intersection of Heritage Road and Prosper Street (totaling approximately 2,050 feet). WPS will then replaced underground utilities from Prosper Street to Rockland Road (approximately 2,750 feet). The business owner spoke with other business representatives adjacent to the proposed overhead lines and they too were concerned with the installation and what it would do to the design aesthetic of the industrial park. Several representatives indicated they thought there was a prohibition for overhead lines. The Development Services Team met on August 20, 2020 to review the item and confirmed there are no out-right prohibitions for overhead service lines and WPS has the ability to place utilities in the appropriate easements as necessary.

History of the East Industrial Park and Recent Events

The east industrial park started the growth trend in the mid to late 1970s with the development of 700 and 800 Heritage Road (currently occupied by WEL Companies and Romo Durable Graphics). Over time, private businesses and the City expanded and filled the park with large manufacturing users. As roads are extended or expanded the utilities are placed underground in coordination with the public utilities to ensure the City can retain the look and feel of the industrial park.

In June, WPS submitted plans to the Public Works Department for an excavation permit and utility plan review. The original plans included overhead lines on the east side of Heritage Road in the rights-of-way (ROW). Public Works staff informed WPS that the City already has sanitary sewer and water lines in that ROW and the placement of poles would not be permitted. Counter to past projects, representatives for WPS did not consult with the City before submitting plans for the necessary permits. On August 21, 2020, upon request of the City, WPS stated the cost difference between overhead and underground utility installation is between \$225,000 and \$250,000.

The City requested the construction of the overhead utilities be suspended until the City has an opportunity to present this to the Common Council. Due to the unforeseen nature of the request, staff suggested foregoing committee discussions and bringing the issue directly to the Common Council for consideration on September 1, 2020. WPS responded that the contractor has enough underground work to last into the first week of September, but after that, they would need to install the poles to continue the scope of work or rebid for underground work. Staff reached out to WPS to ask that if the bid came back lower than expected, would the City be responsible for

the lower costs, or is it a fixed fee project? City staff has not received a response from WPS regarding the request. WPS did inform the City that any delay would require the City to cover the payments to the contractor for any delayed work.

Possible Alternatives:

The following is a list of possible actions the Common Council could take regarding this issue:

- A. The City could use TID No. 10 funds or other funds to cover the expense of underground utilities.
 - Pro: The City and WPS would preserve the business park design aesthetic and would set a precedent for future WPS projects in the business park, downtown, and other commercial areas.
 - Con: The City would have to borrow \$225,000 to \$250,000 for unexpected costs. Staff conducted a detailed analysis of the future of TID No. 10 and concluded the TID is not in a strong financial position due to outstanding obligations. The City could subtract the undeveloped parcels from TID No. 10 and place them into a new TID. The new TID, with support from upcoming projects, could then be a donor to TID No. 10 to help offset the infrastructure costs. The additional \$250,000 could also be charged to TID No. 10 directly in 2020 and funded by a \$250,000 note from the general fund to TID No. 10. This would decrease the latest projected unassigned general fund balance of \$6,545,000 from a projected 36.04% of the current year's budget to approximately \$6,295,000 or 34.66% of the current year budget of \$18,159,452. TID No. 10 could pay the note back to the general fund when it can do so in the future. The City could consider charging interest if the final ten years of TID No. 10 performs better than expected.
- B. The City requests WPS place overhead poles to the rear of the parcels where a 20' easement exists and then connect it to Prospect Street between the lot lines of 1860 ENTERPRISE DR and 1900 ENTERPRISE DR where 20' of utility easements also exist.
 - Pro: This is a cost-effective solution to protecting the views along the roadways. An adjoining property owner expressed they would much prefer placing the utilities to the rear of their property instead of adjacent to the street.
 - Con: The ARMS facility at 1850 ENTERPRISE DR was inadvertently expanded on top of the utility easement; therefore, the overhead lines would have to be placed adjacent to the existing overhead utilities along the Fox River Trail. Additionally, overhead lines near the trail could be exposed to the potential for downed trees and powerlines during high-wind events.
- C. The City could try to work with Valley Cabinet and Romo Durable Graphics to obtain a 15' easement on the east side of Enterprise Drive.
 - Pro: This is a cost-effective option that would help preserve the recently approved landscape design plans for business along the west side of Enterprise Drive.
 - Con: This option would still detract from the design aesthetics that the City is striving for in the industrial parks. Additionally, the City adds utility easements to lots during a platting or CSM process. Utility easements are conditions of approval and therefore do not cost the City or utilities to acquire the easements. This option would require Romo Durable Graphics and Valley Cabinet to both voluntarily agree to a utility easement along Enterprise Drive. Staff does not know if either of these companies will request compensation for these easements. Staff reached out to both companies at the time of draft of this report and will present the findings to the

Common Council at the meeting. Finally, This business park will have overhead lines now and for the foreseeable future.

- D. Allow the overhead utilities as proposed
- Pro: No additional costs to the City or TID No. 10.
 - Con: This option would still detract from the design aesthetics that the City is striving for in the industrial parks and the business park will have overhead lines now and for the foreseeable future.

Maps - Please see attached for full-sized maps the following maps

Location Map
WPS Utility Plans
Subject Parcel CSMS
City Sewer Utility Map
TID No. 10 Boundary



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Recommendation from the License Committee on a request by Cheyenne M. Blackowl to appear before the License Committee regarding denial of her Operator License application.

This application was denied at the July 21, 2020 License Committee and Common Council meetings.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Recommendation from the License Committee on a request by Kelly L. Bloemer to appear before the License Committee regarding denial of her Operator License Application.

This application was denied at the July 21, 2020 License Committee and Common Council meetings.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: City Attorney

FROM: Kristen Johnson

SUBJECT: Ordinance #20-11 Creating Section 13-11 Regarding Emergency Procurements (Second Reading).

ATTACHMENTS:

- Ord 20-11 Regarding Emergency Procurements (Second Reading) (PDF)
- Mayor & CC - Second Reading of Ordinance Passed by Proclamation (PDF)

ORDINANCE #20-11
CREATING SECTION 13-11 OF THE MUNICIPAL
CODE REGARDING EMERGENCY PROCUREMENTS

WHEREAS, on March 17, 2020, the Common Council of the City of De Pere adopted Resolution #20-34 declaring a state of emergency in the City of De Pere as a result of COVID-19; and

WHEREAS, emergency construction or repair of public improvements may be necessary during the state of emergency; and

WHEREAS, federal or state funding received by the City to assist with emergency response efforts may contain deadlines by which the work has to be completed or the money has to be used; and

WHEREAS, the delay of advertising and public bidding may inhibit the City's ability to perform the necessary work in response to the emergency or may result in the City being unable to utilize federal or state funding.

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

SECTION 1. De Pere Municipal Code Section 13-11. – Emergency Procurements, is hereby created to read:

Sec. 13-11. – Emergency procurements. Notwithstanding any provision of this Code to the contrary, upon declaration of a state of emergency, the Mayor, the City Administrator, or either's designee may procure by purchase or lease such goods and services as are deemed necessary for the City's emergency response effort. This emergency procurement of goods or services may be made in the open market without filing a requisition or estimate and without advertisement or compliance with requirements for public bidding for immediate delivery or furnishing. A full written account of emergency procurements made during this emergency, together with a requisition for the required materials, supplies, equipment, or services, shall be submitted to the City Administrator within 30 days after their procurement, or as soon thereafter as practicable, and shall be open to public inspection for such period as required by

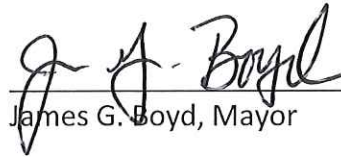
applicable City ordinance and State statutes. The City Administrator shall, within 30 days of the conclusion of the emergency, formally communicate these emergency expenditures in a full written account to the City Council.

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

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication and shall remain in effect until the Declaration of Emergency is no longer in effect, or until ratified, altered, modified, or repealed by the Common Council at the next meeting.

Adopted by the Common Council of the City of De Pere this 7th day of August, 2020.

APPROVED:


James G. Boyd, Mayor

ATTEST:

Carey Danen, City Clerk

CITY OF DE PERE MEMO



To: Mayor James Boyd
Common Council Members

From: Kristen Johnson, Assistant City Attorney

Date: September 1, 2020 (meeting date)

RE: Second Reading of Ordinance Passed by Mayoral Proclamation

Resolution 20-34 Declaring a Public Health Emergency and Wis. Stats. § 323.14 provide that, if the governing body is unable to meet promptly, the Mayor is authorized to exercise by proclamation all of the powers conferred upon the governing body under Wis. Stat. § 323.11. Any proclamation of the Mayor is subject to ratification, alteration, modification, or repeal by the Common Council as soon as the body can meet. Any subsequent action taken by the Council shall not affect the prior validity of the proclamation.

On August 7, 2020, the Seventeenth Mayoral Proclamation created Section 13-11 of the Municipal Code regarding Emergency Procurements. At the Council meeting on August 18, 2020, Resolution #20-93 ratifying the Seventeenth Mayoral Proclamation was adopted by a vote of five (5) councilmembers, with two (2) councilmembers voting against the resolution.

De Pere Municipal Code Sec. 6-3(g) requires that all ordinances which are not adopted by unanimous vote of councilmembers present at a meeting shall be held over for a second reading at the next regular council meeting. The requirements of this section have not been suspended by Resolution #20-34 or Wis. Stats. § 323.14. Since the action of the Mayor adopting Ordinance #20-11 was not approved unanimously, the ordinance needs to be on the September 1, 2020, agenda for a second reading. The ordinance will remain in effect until the Council takes action on the second reading.

If you have any questions, please feel free to contact me prior to the meeting.

KKJ



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: City Attorney

FROM: Kristen Johnson

SUBJECT: Resolution #20-95 Authorizing Paid Administrative Leave for
Required Quarantine from Work and Flexible Scheduling.

ATTACHMENTS:

- Reso20-95 (DOCX)

RESOLUTION #20-95
AUTHORIZING PAID ADMINISTRATIVE LEAVE FOR REQUIRED
QUARANTINE FROM WORK AND FLEXIBLE SCHEDULING

WHEREAS, on March 12, 2020, Governor Evers declared a health emergency in the State of Wisconsin in response to the COVID-19 Coronavirus ("COVID-19"); and

WHEREAS, on March 17, 2020, the Common Council of the City of De Pere adopted Resolution #20-34 declaring a state of emergency in the City of De Pere; and

WHEREAS, the emergency power granted to the governing body by Wis. Stat. §323.14(4)(a) includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency; and

WHEREAS, if an employee becomes exposed to COVID-19 while engaged in their employment, the City may require the employee to quarantine from work for a 14-day period; and

WHEREAS, the City desires to ensure that employees exposed to COVID-19 are not returning to work prior to the required quarantine period; and

WHEREAS, if an employee has exhausted their paid emergency sick leave and any available time under the Emergency Paid Sick Leave Act offered to eligible employees, the City wishes to extend additional paid administrative time to employees in the event the employee is required to quarantine from work after being exposed to COVID-19 while engaged in their employment; and

WHEREAS, the City desires to maintain physical distance between employees at all City facilities; and

Resolution #20-95

Page 2 of 2

WHEREAS, the City wishes to accommodate employees who may experience hardships related to the pandemic, including but not limited to school closings, distance learning, work schedules of other family members, and other conflicts related to COVID-19; and

WHEREAS, a continuation of summer hours and flexible scheduling may assist Department Heads in allowing adequate physical distancing and accommodation of employee schedules.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. If an employee is required to quarantine from work as a result of being exposed to COVID-19 while engaged in their employment, the employee will continue to be paid during the time the employee is required to quarantine from work, subject to the terms and conditions as determined by the Human Resources Department.
2. All Department Heads shall have the authority to continue summer hours and offer flexible scheduling to their staff while maintaining City operations.
3. Any ordinance, resolution, or City policy in conflict with this resolution shall be superseded by this proclamation.
4. This resolution shall remain in effect until the Declaration of Emergency is no longer in effect.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 1st day of September, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso20-95 (9946 : Reso #20-95 Authorizing Paid Leave for Required Quarantine from Work and Flexible Scheduling)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: Common Council

FROM: Daniel Lindstrom

SUBJECT: Resolution #20-96 Approving Facade Improvement Project and Authorizing Disbursement of Grant (348 Main Avenue; Parcel WD-375).

At the August 24, 2020 meeting, the RDA recommended by a 4-0 vote to approved a \$10,000 facade grant for the 348 Main Avenue submitted by Chris Renier of C Renier Architect (owner).

The applicant is eligible and is requesting a \$10,000 grant based on their proposed scope of work and street frontage. All quotes must include detailed costs or shall be reviewed upon receipt submittal. This is the first request in 2020 under the 2020 TID No. 9 Facade Grant Program (\$60,000); however, in 2019 the RDA and Common Council recommend 368 Main Ave improvements to come from the 2020 budget (\$10,000). Staff noted projects restoring or renovating historic buildings (must be listed as contributing on the City of De Pere Intensive Survey), interior improvements and roof repair/replacement may be included in the project budget for the required matching dollars, but cannot be funded with facade grant dollars. The subject site is listed in the 2017 Survey as AHI #121552; however, the report indicates the property is not listed as contributing and that is why HVAC and electrical were not included as an eligible expense. The project still exceeds the minimum 1 to 1 investment necessary for the \$10,000 grant.

The approval recommendation was subject to the following conditions:

- 1) That final grant payment is calculated per program requirements based on receipt review.
- 2) The applicant shall provide staff with an updated contractor estimate to separate insurance and overhead expenses.

ATTACHMENTS:

- Reso20-96 (DOCX)
- 1. 348 Main RDA Memo (DOCX)
- 2. new storefront grant application (PDF)
- 3. existing office front (PDF)
- 4. new storefront - colored drawing (PDF)
- 5. Quotes Combined (PDF)
- 6. Material Selections (PDF)

RESOLUTION #20-96

APPROVING FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING DISBURSEMENT OF GRANT
(348 Main Avenue; Parcel WD-375)

WHEREAS, the Tax Increment District #9 (TID #9 or “the District”) Project Plan includes city expenditure of funds to property owners within the District in the form of a grant match for eligible façade improvement costs, not to exceed \$10,000 per parcel (for building width of 1’ to 60’), thereby increasing property values and tax increment during the life of the District; and

WHEREAS, C. Renier Architects, Inc. (Chris Renier), owner of Parcel WD-375, has submitted an application for a façade improvement grant for proposed improvements to the front and side façades of the building; and

WHEREAS, the applicant has provided cost estimates for eligible improvements in the amount of \$38,965.50; and

WHEREAS, this façade improvement project has been reviewed by the Redevelopment Authority which recommends approval of a façade improvement grant in the total amount not to exceed \$10,000.00, subject to the provisions set forth below; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the façade improvement project as approved by the Redevelopment Authority, and thanks C. Renier Architects, Inc. for its investment in downtown De Pere.

BE IT FURTHER RESOLVED THAT:

The Development Services Director or designee (Director) is authorized to approve disbursement of the façade grant up to \$10,000 as set forth above to C. Renier Architects, Inc. for said improvements after the following conditions are met:

1. The property owner obtains all necessary permits;
2. After completion of the improvements, the Director receives from the property owner copies of paid invoices showing the project is complete; and
3. The City Building Inspection Department verifies to the Director that the work is complete and in compliance with all building codes.

Resolution #20-96

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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 1st day of September, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

CITY OF DE PERE MEMO



To: Redevelopment Authority
From: Daniel Lindstrom, Development Services Director
Date: August 24, 2020

RE: **Façade Grant Request for 348 Main Avenue (WD-375), C Renier Architects. ***

Background

Chris Renier, land and building owner, submitted the attached façade grant application for 348 Main Avenue (Parcel WD-375). This building is home to C Renier Architects, an architecture firm specializing in custom residential homes, adaptive redesign/use of commercial and offices, and public and institutional buildings.

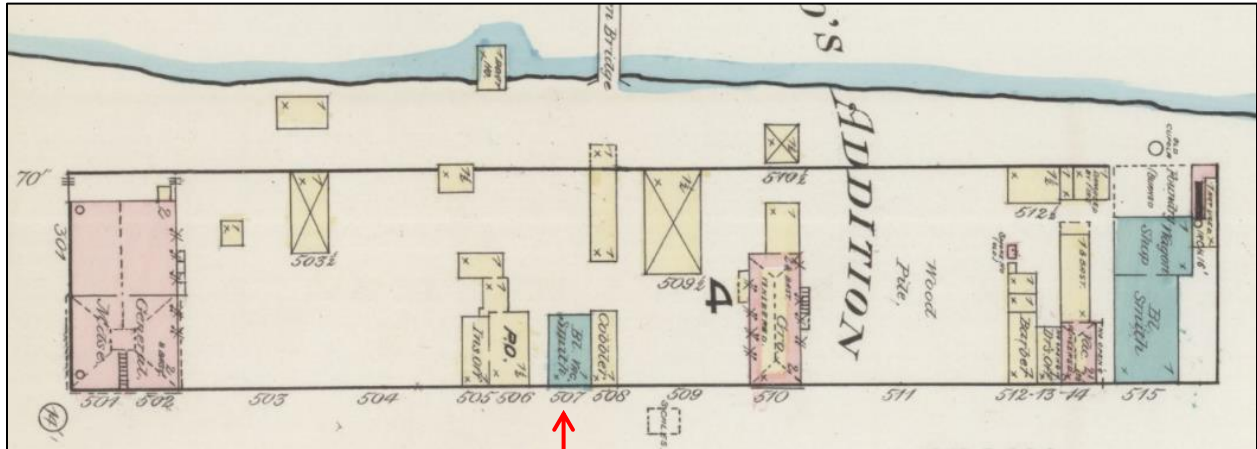


Façade Grant Eligibility

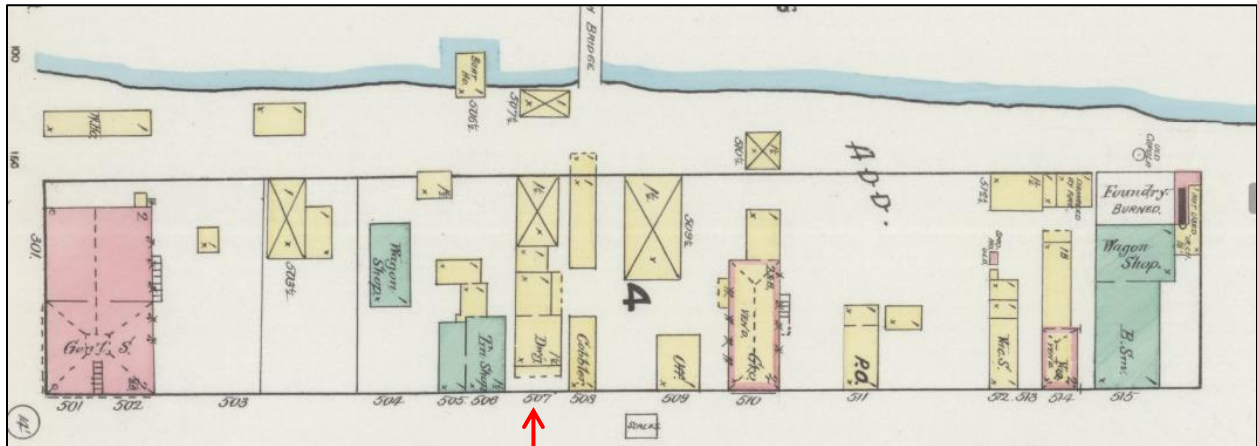
- TID District – Property located in TID No.9
- Building Length (measured along the right of way) – Main Avenue: 24' Alley Rear: 24'
- Property is eligible for a maximum grant award of \$10,000.
- Previous Façade Grant Awards - None
- Historic Designation – The building is not historically designated at the federal, state or local level. The 2017 Intensive Survey reviewed this property.

History of 348 Main Ave (Formerly 507 Main Avenue)

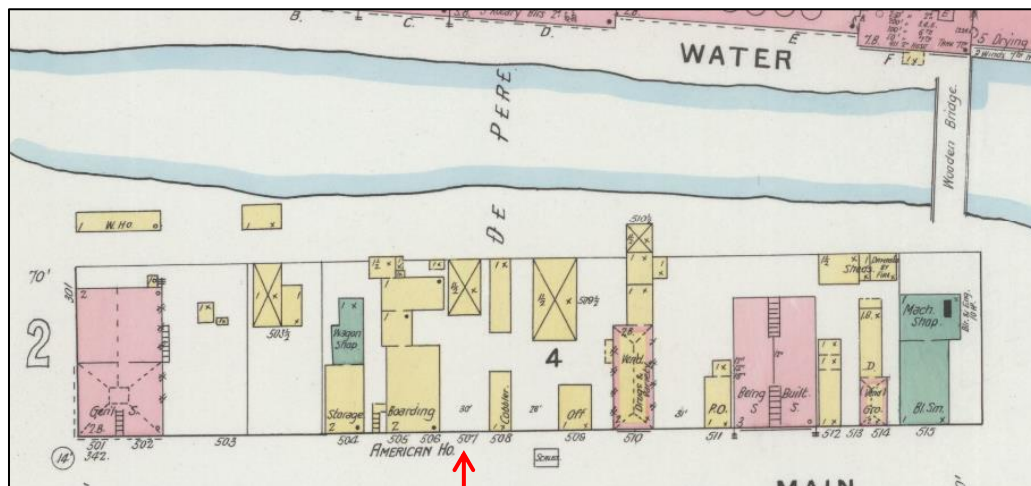
Records dating back to 1884 illustrate the building was home to a blacksmith shop.



Historical records then indicate the shop expanded to include a dwelling and other structures by 1890.



The records then indicate that by 1895 the blacksmith shop was removed (unsure of reason or cause), but the structure at the rear of the property remained. Within that same year, a new building was constructed and still remains today. It is also noted that between 1890 and 1885 the Shattuck and Babcock Paper Mill opened on the north side of the former canal.





Proposed Scope of Work

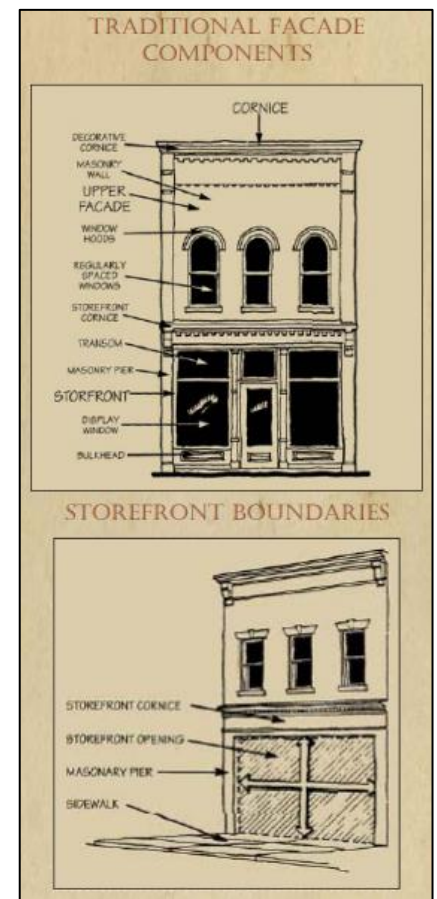
The City received the façade grant application on August 12, 2020. No exterior work has been completed to date. The applicant provided the attached cost estimates for the proposed work. The property owner proposes the following exterior improvements to update the façade.

- Replace five sections of the front windows.
- Repair deteriorating brick and mortar on the west and south side of the building.
- Repaint various façade surfaces.
- Other repairs to electric, frame, tiles, etc.

The façade grant program guide states that architectural designs and renderings that implement a historic renovation and/or follow the Main Street Design Guidelines are highly encouraged. Recommended Traditional Facade Components include:

- Commercial first floor and mixed-use/ residential second floor
- Large and transparent facade elements
- Exposed transom windows
- Maintain ornamental elements around windows, doors, and cornice
- Use colors and signage that are well-integrated with the building style

The project proposal appears to follow the Main Street Design Guidelines and is sensitive to the original building design and architecture. The property owner is working to expedite the proposed building improvements to complete the work in 2020. A building rendering is included on page 5 of this memo.



348 Main Avenue Façade Grant - Façade Grant Project Estimate (Applicant Submission)

Vendor	Detail	Amount	Eligible	Notes
Bill Biese Masonry Inc	Brick repair materials and labor	\$2,030.00	☒	Estimate
Big 10 Painting, Inc	Painting	\$12,000.00	☒	Estimate
Green Bay Glass Centers, Inc	Glass replacement	\$11,888.00	☒	Proposal
PRK Construction	Labor	\$8,100.00	☒	Estimate
PRK Construction	HVAC, electrical	\$2,600.00	☐	Estimate
PRK Construction	Windows, tile, etc.	\$3,525.00	☒	Estimate
PRK Construction	Overhead and insurance	\$1,422.50	☒	Estimate
			☐	
Total		\$41,565.50		
Total Eligible		\$38,965.50		
\$1 Investment		\$19,482.75		
\$1 Grant Match (Maximum)		\$10,000.00		
				Grant Maximum
				\$10,000



Funding

The applicant is eligible and is requesting a \$10,000 grant based on their proposed scope of work and street frontage. All quotes must include detailed costs or shall be reviewed upon receipt submittal. This is the first request in 2020 under the 2020 TID No. 9 Façade Grant Program (\$60,000); however, in 2019 the RDA and Common Council recommend 368 Main Ave improvements to come from the 2020 budget (\$10,000).

Staff notes for projects restoring or renovating historic buildings (must be listed as contributing on the City of De Pere Intensive Survey), interior improvements and roof repair/replacement may be included in the project budget for the required matching dollars, but cannot be funded with façade grant dollars. The subject site is listed in the 2017 Survey as AHI #121552; however, the report indicates the property is not listed as contributing and that is why HVAC and electrical were not included as an eligible expense. The project still exceeds the minimum 1 to 1 investment necessary for the \$10,000 grant.

Recommendation

Recommend approval of the façade grant request for 348 Main Avenue (WD-375), in an amount not to exceed \$10,000.00, to be funded by TID No. 9, and that the recommendation be forwarded to Council, subject to the following conditions:

- 1) That final grant payment is calculated per program requirements based on receipt review.

	CITY OF DE PERE APPLICATION FOR FAÇADE GRANT	Receipt #: Date:
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The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of designated Tax Increment Districts (TID). Applications will be acted upon on a first come first serve basis. See the back of this form for funding requirements and review process.

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) C. RENIER ARCHITECTS, INC.	Authorized Representative CHRIS RENIER	Title OWNER/ARCHITECT	
Mailing Address 348 MAIN AVE.	City DE PERE	State WI.	ZIP Code 54115
Email Address CHRIS@RENIERARCH.COM	Phone Number (incl. area code) (920) 330-0500	Fax Number (incl. area code) N/A	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity) CHRIS & JULIE RENIER	Contact Person CHRIS RENIER	Title	
Mailing Address 348 MAIN AVE.	City DE PERE	State WI.	ZIP Code 54115
Email Address CHRIS@RENIERARCH.COM	Phone Number (incl. area code) (920) 330-0500	Fax Number (incl. area code) N/A	

SECTION 3: Project or Site Location

Project Address/Description 348 MAIN AVENUE, DEPERE, WISCONSIN	Parcel No. WD-375
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SECTION 4: Project Information

Project Description:	REMOVE EXIST. AWNING, REMOVE & REPLACE STOREFRONT WINDOWING INCL. NEW TRIM, REPAIR MAR. & PAINT		
Estimated Start Date:	OCT. 1, 2020	Estimated Completion Date:	SPRING 2021
Existing Façade Photo (attach):	X	Design Drawing (attach):	X

Fill in below form with cost estimates based on category. Attach quotes to this application.

Category	Cost Estimate	Category	Cost Estimate
SEE ATTACHMENT			
Total Eligible Expenses:	\$41,565.00	Requested Grant Amount:	\$10,000.00

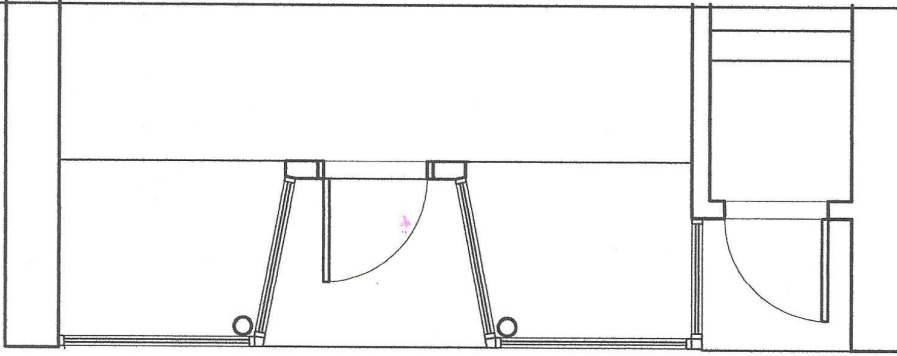
SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) CHRIS RENIER	Title OWNER/ARCHITECT	Phone Number (920) 330-0500
Signature of Applicant CHRIS RENIER		Date Signed 8/12/2020





REVISED:

C. RENIER ARCHITECTS, INC.
348 MAIN AVENUE
DE PERE, WISCONSIN 54115
PH: (920) 330-0500

NEW STOREFRONT FRAMING/ GLAZING

DRAWN: C.C.R.
CHECKED: C.C.R.
THIS DOCUMENT IS AN INSTRUMENT OF SERVICE. IT IS THE PROPERTY OF C. RENIER ARCHITECTS, INC. AND IS NOT TO BE USED FOR OTHER WORK EXCEPT BY WHOM IT WAS PREPARED WITHOUT THE WRITTEN AGREEMENT WITH THE ARCHITECT.

C. RENIER ARCHITECTS, INC.
DE PERE, WISCONSIN

DATE:
8/12/2020
● COPYRIGHT
SHEET
A1.1
PRO. NO.

Reply all
 Delete
 Junk
 Block
 ...

RE: DePere storefront paint job.

KG

kurt Gebert <kurt@big10painting.com>

Thu 7/30/2020 10:53 AM

To: Chris Renier

Hello and Good Morning Chris,

Wow, finally I'm getting back with you.

Likely difficult to apply a firm dollar number, could I give you a general budget and work with that?

Budget includes:

Cornice at roof edge repair and paint.

Cornice above the existing awning to paint.

Steel beam under the current awning, prepare and paint.

Apply the "Sample" tone to the window frames.

Paint two tone paint colors below the windows, perimeter trim around tile.

General Budget: Labor, Material and aerial lift for roof cornice.....\$12,000.00 -\$14,000.00

General Thoughts and Comments.

Thank you.

Kurt



Kurt Gebert

Big 10 Painting Inc.

1545 Riverside Dr.

Suamico, WI 54173

920.621.5175

kurt@big10painting.com

www.big10painting.com

From: [Chris Renier](#)

Sent: Wednesday, July 15, 2020 2:22 PM

To: [kurt Gebert](#)

Subject: DePere storefront paint job.

Hi Kurt -

Not sure if you remember me, but I'm going to be putting in a new storefront at my office and there will be some painting as part of the project - wondering if I could meet you here to describe the work and see if you can get the finish I am looking for. I could meet tomorrow Thursday afternoon if you are available otherwise let me know when you could meet.

Attachment: 5. Quotes Combined (9943 : Resolution #20-96 Approving Facade Improvement Project and Authorizing Disbursement of Grant)

Green Bay Glass Center, Inc.
2001 Commercial Way
Green Bay, WI 54311
(920)465-9626 fax
(800)472-7750

Proposal

Renier Architects
 Attn: Chris Renier
 348 Main Street
 De Pere, WI 54115
 (920)330-0500
 chris@renierarch.com

July 9, 2020

Re: Storefront Replacement
 348 Main Street, De Pere, WI

We propose to furnish and replace five (5) sections of storefront windows including: removal and board up of existing fixed storefront glass. Installation of Kawneer Core 3 9/16" Aluminum framing system, 1 3/4" sight line, dark bronze anodized aluminum, glass to be 1" over all clear over low-e tempered insulated (3/16" lites), standard sill flashing, and perimeter sealants at interior and exterior. Price does not include aluminum trim at exterior (any, if needed, will be quoted on an as-needed basis).

TOTAL QUOTE INSTALLED: \$10,442.00

PLEASE NOTE:

- Add \$1,446.00 if custom colored is desired in lieu of dark bronze anodized.

Approximate lead time of three (3) weeks upon approval and final field measuring. Custom color may extend lead times. Please see attached elevations for frame sizes.

Quotation valid for 30 days. Terms: Net 30. Above price includes all applicable taxes.

As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that persons or companies furnishing labor or materials on owners' land may have lien rights on owners' land and buildings if not paid. Those entitled to lien rights, in addition to the above signed contractor, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his/her mortgage lender, if any. Builder agrees to cooperate with the owner and his/her lender, if any, to see that all potential claimants are duly paid.

All material guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

THE FOLLOWING ARE NOT INCLUDED AND ARE TO BE THE OWNERS/CONTRACTORS RESPONSIBILITY:

- Building Permits (unless specified)
- Temporary barricades (traffic, weather, or theft)
- Any work to be done on owners glass will be done at owners risk
- Finish painting/staining (unless specified)
- Delivery charges includes transportation to jobsite only, not unloaded or spotted
- Final cleaning of glass and aluminum-
- Final Keying of Cylinders unless noted

To accept this quotation, sign here and return: _____ Date: _____

Quotation prepared by: *Patrick Pozza, President*

"Celebrating our 35th year because of great customers like you!"

**Estimate For:**

C. Renier Architects, INC
 348 Main Ave.
 De Pere, WI 54115

Date

8/1/2020

Estimate #**Project**

Front Façade

Summary

Permits		By other
PRK Labor	130 at \$ 50	6,500.00
Electrical		1,800.00
HVAC	Move one Radiator line	800.00
Material		1,400.00
Two Pella Awning windows		1,800.00
Tile Labor		1,600.00
Tile setting material and Backer board		325.00
Painting		By other
storefront Glass		By other
Subtotal		14,225.00
10% Insurance and Overhead		1,422.50
Total		15,647.50

All Work to Be completed time (\$50) plus material plus 10%



Attachment: 6. Material Selections (9943 : Resolution #20-96 Approving Facade Improvement Project and



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #20-97 Authorizing Agreement Regarding
Redevelopment of Certain Property Between the City of De Pere and
Tadych Investment Partners, LLC (123 North Broadway Street;
Parcel ED-796).

ATTACHMENTS:

- Reso20-97 (DOCX)
- Redevelopment Agreement Final- Tadych Investments LLC - 123 N Bway Final 8-28-20 (PDF)
- Exhibits-Combined (PDF)

RESOLUTION #20-97

AUTHORIZING AGREEMENT REGARDING THE REDEVELOPMENT OF CERTAIN PROPERTY
BETWEEN THE CITY OF DE PERE AND TADYCH INVESTMENT PARTNERS, LLC
(123 North Broadway Street; Parcel ED-796)

WHEREAS, Tadych Investment Partners, LLC (“Developer”) desires to enter into an agreement to redevelop 123 North Broadway Street (Parcel ED-796) into an upscale four-story commercial/luxury apartment mixed-use complex together with parking facilities and other amenities (“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has created Tax Increment Financing District No. 16 (the “District”), and Parcel ED-796, the sole parcel comprising the District, is in need of rehabilitation or conservation work consistent with the Project Plan (the “Project Plan”) for the District authorizing the expenditure of funds for the benefit of redevelopment within the District; and

WHEREAS, Developer’s intended Development Project is consistent with the Project Plan for the District and will be beneficial to the City; and

WHEREAS, Developer’s ability to commence the Development Project is contingent upon the City’s commitment to reimburse significant site development expenses and provide financial assistance associated with site acquisition to Developer, pursuant to the terms set forth in the attached Agreement Regarding Redevelopment of Certain Property Between the City of De Pere and Tadych Investment Partners, LLC; and

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

Resolution #20-97

Page 2 of 2

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement Regarding Redevelopment of Certain Property Between the City of De Pere and Tadych Investment Partners, LLC, as is attached hereto and incorporated by reference as Exhibit 1.

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 1st day of September, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 1/14/2020

Attachment: Reso20-97 (9944 : Reso #20-97 Authorizing Agreement with Tadych Investment Partners (123 N Broadway).)

**AGREEMENT REGARDING REDEVELOPMENT OF
CERTAIN PROPERTY BETWEEN THE CITY OF DE PERE
AND TADYCH INVESTMENT PARTNERS, LLC
(123 NORTH BROADWAY STREET)**

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 2020, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and Tadych 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 2020, the City created "Tax Incremental District No. 16, City of De Pere" (TID #16), finding, among other things, that Parcel ED-796, the sole parcel comprising TID #16, was in need of rehabilitation or conservation work, and

WHEREAS, City has determined that the development of an upscale four-story commercial/ luxury apartment mixed-use complex together with parking facilities and other amenities is consistent with the TID #16 Project Plan; and

WHEREAS, the City has determined that Developer is uniquely qualified to undertake this Development as shown by the successful Development of 102 North Broadway in 2016; and

WHEREAS, Developer's ability to develop the mixed-use complex in an urban setting, including constructing underground parking facilities for such development, is contingent upon

the City's providing financial and other assistance to Developer on the terms set forth in this Agreement; and

WHEREAS, Developer's ability to redevelop this site would not be viable, and this Development would not occur, but for the City's commitment to reimburse significant site development expenses associated with site assembly and building development; and

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

WHEREAS, the Project as described above and more fully described in this Agreement will promote the revitalization and economic stability of TID #16 and the City's Downtown District.

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. "Building Development" means the real estate and building improvements contemplated by the Parties as shown on the concept drawing attached hereto as Draft Exhibit A as may be modified by mutual agreement of Developer and the City Plan Commission under its site plan approval process, to be attached as Final Exhibit A.

- C. “Certificate of Occupancy” means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.
- D. “City” means the City of De Pere.
- E. “Commence Construction” means physical work at the Fee Parcel has occurred such that the site is excavated and footing and foundation installation is underway.
- F. “Deficit Payment” means payment of the difference between taxes paid on the Assessed Value of the Substantially Completed Building Development after January 2023 and those taxes that would have been paid on the Guaranteed Value.
- G. “Development” or Project” means the proposed multiple story mixed retail/commercial and luxury-style apartment complex, which together with the Fee Parcel comprises the Building Development.
- H. “Developer” means Tadych Investment Partners, LLC and its successors and assigns.
- I. “Development Services Department” shall mean the City of De Pere Development Services Department.
- J. “District and/or TID #16” means City of De Pere Tax Increment Financing District No. 16. TID #16 is statutorily scheduled to close as of 2047.
- K. “Fee Parcel” means Parcel ED-769 more fully described herein and shown on the map attached hereto and incorporated by reference as Exhibit B.

- L. “Guaranteed Value” means the amount of Four Million Dollars and no/100 (\$4,000,000.00).
- M. “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.
- N. “Project Costs” means those expenditures and costs defined in Wis. Stats. §66.1105(2)(f).
- O. “Project Incentives” means cash grants to Developer as identified in Article III. Section 1.B to reimburse Developer for costs associated with the Building Development. In this Agreement the grants include a \$126,000 site acquisition grant, \$1.1 Million in cash grants from the City, and the City’s contribution of a \$250,000 Community Development Investment (“CDI”) grant from the Wisconsin Economic Development Corporation (“WEDC”).
- P. “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 Development Services Department for each floor of the Project. The Project will be Substantially Complete when a Certificate of Occupancy has been issued for all floors of the Project.
- Q. “Term of this Agreement” means that period of time from the date this Agreement is entered into until December 31, 2047, or until TID #16 is terminated, whichever is earlier.

ARTICLE II

PURCHASE OF FEE PARCEL

Section 1. Developer agrees to purchase, and City agrees to sell the following described property (the Fee Parcel):

South one-half of Lot 2 and all of Lot 3, Block 14, Original Plat of De Pere
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 One Hundred Twenty-Six Thousand and no/100 Dollars (\$126,000.00).
- 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 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. Contingencies to Closing. The following shall constitute contingencies and conditions precedent to the Parties' obligation 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. 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.
2. 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 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 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 paragraph 2.a. above 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.

3. 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 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.
4. 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 to finance the Project.

5. Zoning. Developer shall make proper application for a conditional use Permit for residential use of the subject property within 30 days of closing on the property sale. City shall take all steps necessary to have the public hearing on such conditional use request under state law as expeditiously as possible.
6. Approval of Plans. City shall have approved all plans and specifications for the Project including, but not limited to, the site plan.
7. Permits and Approvals. Developer shall have obtained all necessary licenses, permits, certification and approvals required in connection with the Project.
8. 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 II Environmental Site Assessment Results dated May 11, 2020 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.
9. 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.

10. 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.
11. 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 is in receipt of a Phase II Environmental Assessment (ESA) report of the Fee Parcel, a copy of which has been provided to Developer. City has notified the Wisconsin Department of Natural Resources (WDNR) as required and received “no further action” status from WDNR. A copy of such determination is attached and incorporated as Exhibit C. Soil analyses of the Fee Parcel indicate that some soils may not be exempt from WDNR disposal requirements. In the event soils, or other materials, determined to be non-exempt are required to be removed from the Fee Parcel during construction of the Project, the Parties agree to equally share the removal costs thereof, up to fifty thousand dollars (\$50,000). The City shall

be responsible for the costs of soils, or other materials, required to be removed during the Project construction in excess of fifty thousand dollars (\$50,000.)

- B. Release of Hazardous Substances. Except as provided in paragraph Article II Section 3.A. above, the City is not aware of 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.
- C. Threatened or Pending Environmental Litigation. Except as provided in paragraph A above, 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.
- D. 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.
- E. 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. The Fee Parcel is not currently identified as flood plain under Chapter 15 De Pere Municipal Code.

- F. Geotechnical. City has obtained from Robert E. Lee & Associates and provided Developer with a Geotechnical analysis of the soil conditions found on the Fee Parcel.

ARTICLE III

CITY OBLIGATIONS

Section 1. Project Incentives. Based upon the Project having a Guaranteed Value of Four Million Dollars (\$4,000,000.00), City shall provide Developer with grants to help defray the extraordinary costs associated with urban development, including the costs of providing on-site underground parking:

- A. Site Acquisition Grant. City shall pay to Developer a site acquisition grant of One-hundred twenty-six thousand and no/100 dollars (\$126,000.00) upon the closing of Developer's purchase of the Fee Parcel. The disbursement of this grant shall be in the form of a loan from the City to Developer for which Developer shall execute a Promissory Note which shall substantially comply with the form as shown in Exhibit D. Upon the issuance of the Certificate of Occupancy for the entire Development, the City shall forgive the loan principal as set forth therein.
- B. Project Incentives. The following Project Incentives shall be paid to Developer under the following terms and conditions:
1. The First Project Incentive. Developer shall be provided a three-hundred thousand and no/100 (\$300,000.00) grant after approval of the construction of the footings and foundation for the Development Project

by the Development Services Department. The disbursement of this grant shall be in the form of a loan from the City to Developer for which Developer shall execute a Promissory Note which shall substantially comply with the form as shown in Exhibit D. Upon the issuance of the Certificate of Occupancy for the entire Development, the City shall forgive the loan principal as set forth therein.

2. The Second Project Incentive. Developer shall be provided a three-hundred thousand and no/100 (\$300,000.00) grant after the roof is on the Development and the Development is fully enclosed. Developer shall submit an inspection request to the Development Services Department when it believes this milestone is achieved for confirmation of the same. The disbursement of this grant shall be in the form of a loan from the City to Developer for which Developer shall execute a Promissory Note which shall substantially comply with the form as shown in Exhibit D. Upon the issuance of the Certificate of Occupancy for the entire Development, the City shall forgive the loan principal as set forth therein.
3. The Third Project Incentive. Developer shall be provided a five-hundred thousand and no/100 (\$500,000.00) grant after Substantial Completion of the Project.
3. WEDC Community Development Investment Grant. City has received a Two-hundred fifty thousand and no/100 (\$250,000.00) CDI grant from the Wisconsin WEDC. City shall provide all proceeds thereof to

Developer under the terms and conditions of The Agreement Between the City of De Pere and Tadych Investments, LLC For Receipt and Disbursement of CDI Grant Funds, a copy of which is attached and incorporated as Exhibit E provided construction has commenced on the Project.

Section 2. Real Property Tax Assessment. The City Assessor shall assess the 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 Incentives are premised upon the completed Project having an Assessed Value equal to the Guaranteed Value for real property tax purposes of not less than Four Million and no/100 Dollars (\$4,000,000.00) as of January 1, 2023. If the Assessed Value of the Project as of such date is less than the Guaranteed Value, Developer and its successors and assigns, shall make the Deficit Payment to City as provided in Article IV Section 2.B. below.

Section 3. 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 Incentives, City may proceed to declare Developer in default of this Agreement and proceed with such remedies as are provided under this Agreement.

Section 4. Construction Staging. City shall provide Developer exclusive use of the following areas for construction staging activities:

- A. four parking spaces on Broadway Street adjacent to the Fee Parcel;

- B. that portion of the alley adjacent to and west of the Fee Parcel, between Broadway Street and Front Street; and
- C. that part of the Bridge Lot (also known as “George Street Landing”) as shown on Exhibit F.

Construction staging activities includes 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 the westerly southbound traffic lane for additional staging purposes which cannot be accommodated through use of the aforementioned staging areas. Developer and City shall cooperate in coordinating such street closures so as to minimize, to the extent practicable, unduly burdensome parking and traffic disruption.

Section 5. 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 Incentives 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 37,000 square feet of space, including approximately 2,500 square feet of commercial space, together with four (4) furnished executive/short term apartments, six (6) three-bedroom apartments and four (4) two bedroom 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 City Plan Commission. Further, such Project is contemplated to include underground parking, landscaping and other site amenities to comply with the De Pere Zoning Code.
- B. Developer covenants and agrees that, as of January 1, 2023, the total value of the real estate and improvements comprising the Building Development shall be the Guaranteed Value. Developer further agrees and covenants that should the Assessed Value be less than the Guaranteed Value on and after January 1, 2023, it will make Deficit Payment. The Deficit Payment shall be determined as follows:
 1. The Assessed Value of the Building Development shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mil-rate for all taxing jurisdictions established for the respective tax year for the

east side of De Pere, the product of which shall be the total Deficit

Payment, due and payable on or before October 15 of the year due.

2. If the Deficit Payment is not fully paid by October 15 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

- C. Developer, for itself and its successors and assigns, hereby waives all right to appeal the Assessed Value of the Building Development, whether to the City Board of Appeals or any other venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the value of the Building Development below the Guaranteed Value for the duration of TID District #16.
- D. 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 2 of this Agreement.
- E. 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 Plan Commission for its review during the Inspection Period and following approval of

said construction plans. Developer shall commence construction of the 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 the preceding paragraph 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 15 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. 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 (\$126,000) was earlier reimbursed by City in the form of a Project Incentive 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, 2022.
- 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. .
- E. Certificate of Occupancy. Developer is required to obtain all Certificates of Occupancy from the Development Services Department 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 under any federal, state or local laws.

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 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 Project 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 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 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 the City and its officers, agents, and 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.

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 Project 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 Project 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; Return of Project Incentives. Developer agrees to and obligates itself, its successors and assigns, to repay all Project Incentives received

from City should Developer fail to have Substantially Completed construction of the Project 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 Incentives received by Developer, plus interest thereon at the statutory rate from the date the Project Incentives 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.

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, force majeure, acts of the public enemy, fires, floods, epidemics, 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 cure period shall be thirty (30) days, not sixty (60) days. If there is no cure of any 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 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 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.

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.

Section 5. 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
 Tadych Investment Partners, LLC
 3032 Autumn Leaves Circle
 Green Bay, WI 54313

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

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.

[signatures to follow on next page]

TADYCH INVESTMENT PARTNERS, LLC

By:

State of Wisconsin)
 : SS
 Brown County)

Print Name:

Title:

This instrument was acknowledged before me
 on the _____ day of _____, 2020, by

 and _____
 of Tadych Investment Partners, LLC.

Print Name:

Title:

 Notary Public, State of Wisconsin
 My commission expires on _____.

CITY OF DE PERE

By:

State of Wisconsin)
 : SS
 Brown County)

James G. Boyd, Mayor_____
Carey E. Danen, City Clerk

This instrument was acknowledged before me
 on the _____ day of _____, 2020,
 by James G. Boyd, Mayor and Carey E. Danen,
 City Clerk

 Notary Public, State of Wisconsin
 My commission expires on _____.

Drafted by: Judith Schmidt-Lehman

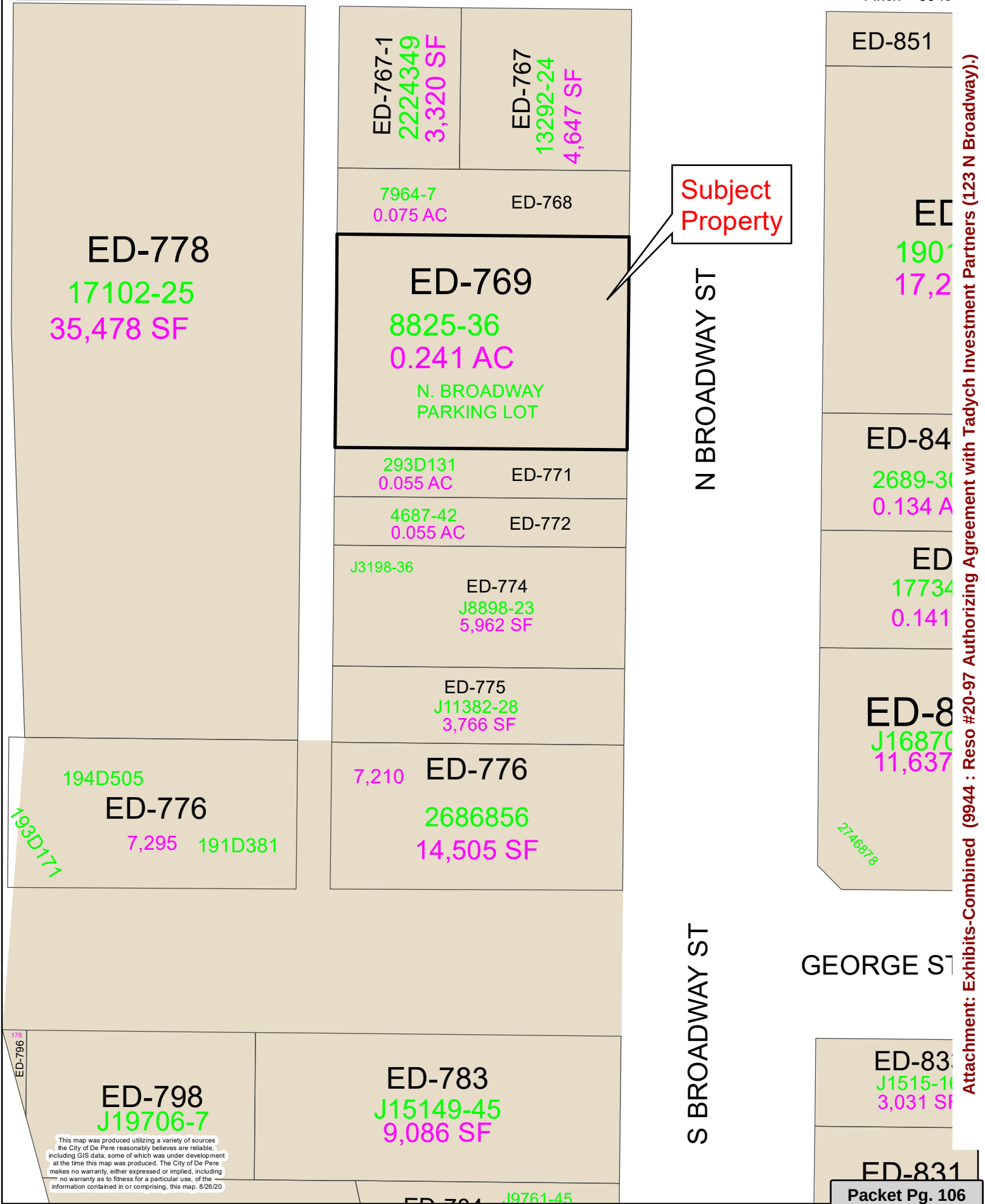


City of De

-21-2019

Attachment: Exhibits-Combined (9944 : Reso #20-97 Authorizing Agreement with Tadych Investment

Exhibit B



Wisconsin Department of Natural Resources

Environmental Cleanup & Brownfields Redevelopment

BRRTS on the Web

Click the Location Name or FID below to view Location Details page for this Activity. Other Activities, if present, may be accessed from Location Details.

[Basic Search](#) >> 09-05-585503 Activity Details

09-05-585503 CITY OF DE PERE PARKING LOT									
NO ACTION REQ									
Location Name (Click Location Name or FID to View Location Details)					County		WDNR Region		
CITY OF DE PERE PARKING LOT					BROWN		NORTHEAST		
Address					Municipality				
123 N BROADWAY ST					DE PERE				
PLSS Description			Latitude	Longitude	Google Maps		RR Sites Map		
Additional Location Description					Size (Acres)		Facility ID		
					UNKNOWN				
Jurisdiction	PECFA No.	EPA Cerclis ID		Start Date	End Date	Last Action			
DNR RR				2020-03-25	2020-04-21	2020-04-21			
Characteristics									
PECFA Tracked?	EPA NPL Site?	EPA Superfund?	PECFA Funds Eligible?	Above Ground Tank?	Drycleaner?	Co-Contamination?	WI DOT Site?	COs Apply?	
No	No	No	No	No	No	No	No	No	
Actions									
Place Cursor Over Action Code to View Description									
Date	Code	Name				Comment			
2020-03-25	1	Notification of Hazardous Substance Discharge							
2020-04-21	801	No Action Required (NAR) determination							
Other Documents and Images Not Linked to Actions Above Click File Name to Download or Open									
The file below contains permanent records related to the site available at the time the paper Site File was scanned and uploaded. Records withheld by the department due to confidentiality, attorney-client privilege, and other sensitive records, as well as lab data, may not be included. Additional records associated with the site may or may not be accessible through an open records request.									
Site File		0905585503_SITE_FILE.pdf							
Who									
Role		Name/Address							
For Additional Information, Please Contact									
DENISE DANELSKI 920-662-5494 denise.danelski@wisconsin.gov									

BRRTS data comes from various sources, both internal and external to DNR. There may be omissions and errors in the data and delays in updating new information. Please see the [disclaimers page](#) for more information. We welcome your [Feedback](#).

Release 2.8.7 | 12/15/2019 | [Release Notes](#)

Attachment: Exhibits-Combined (9944 : Reso #20-97 Authorizing Agreement with Tadych Investment Partners (123 N Broadway)).)

PROMISSORY NOTE

\$ _____

Date:

De Pere, Wisconsin

FOR VALUE RECEIVED on this date, _____, Maker, promises to pay to the order of the City of De Pere at 335 South Broadway, De Pere, WI, 54115, or at such other location as may be designated in writing from time to time, the principal sum of _____ Thousand Dollars (\$____,000), together with interest, at the times and in the amounts hereinafter set forth.

PAYMENTS OF PRINCIPAL AND INTEREST

This note shall come due upon the issuance of the Certificate of Occupancy by the City of De Pere Development Services Division for the structure to be constructed on Parcel ED-769, legally described as:

South one-half of Lot 2 and all of Lot 3, Block 14, Original Plat of De Pere.

Payments of principal shall be forgiven upon the Certificate of Occupancy being issued, however interest on the principal amount, calculated at the applicable federal short term interest rate as of the date of this note until said Certificate is issued, shall be paid by Maker. Such interest shall be paid to on the date the Certificate of Occupancy is issued.

RIGHT TO PREPAY

This note may not be prepaid.

DEFAULT

This note shall not be deemed in default as to payment of principal until the expiration of thirty (30) days after written notice to Maker of Default under this Note and

under the Agreement Regarding Redevelopment of Certain Property Between the City of De Pere and Tadych Investment Partners, LLC (123 North Broadway Street) dated _____, during which thirty (30) day period Maker shall be allowed to cure the default. If notice is given and Maker fails to cure the default within said thirty (30) day period, the principal balance, together with interest as provided above, shall at once become due and payable without further notice.

INDEMNITY

Maker agrees to pay all costs of collection before and after judgment, including reasonable attorney fees (including those incurred in successful defense or settlement of any counterclaim brought by Maker incident to any action or proceeding involving Maker brought pursuant to the United States Bankruptcy Code) and waives presentment, protest, demand, and notice of dishonor. Maker agrees to indemnify and hold harmless Lender, its officers, employees, and agents from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorney fees, arising directly or indirectly from the credit extended under this note or the activities of Maker. This indemnity shall survive payment of this note.

CONSTRUCTION

This note and all its terms shall be construed in accordance with the laws of the State of Wisconsin.

BINDING EFFECT

This Promissory Note is binding not only upon Maker, but also its respective heirs, executors, successors, administrators, or assigns.

Signed this _____ day of _____, 2020.

By: _____

By:_____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____, 2020,
the above-named _____ and
_____, to me known to be the
person(s) who executed the foregoing instrument
and acknowledged the same.

Printed Name: _____
Notary Public, State of Wisconsin
My commission: _____

Attachment: Exhibits-Combined (9944 : Reso #20-97 Authorizing Agreement with Tadych Investment Partners (123 N Broadway).)

**AGREEMENT FOR RECEIPT AND DISBURSEMENT
OF COMMUNITY DEVELOPMENT INVESTMENT (CDI) GRANT FUNDS**

THIS AGREEMENT is entered into as of this ____ day of _____, 2020, (the "Effective Date"), by and between **Tadych Investment Partners, LLC**, a Wisconsin limited liability company ("Developer") and the **City of De Pere**, a Wisconsin municipal corporation ("City").

RECITALS:

A. City owns certain real property located at 123 N. Broadway Street, De Pere, WI (Parcel ED-769) which the City intends to transfer to Developer under the terms of the Agreement Regarding Redevelopment of Certain Property Between the City of De Pere and Tadych Investment Partners, LLC (123 North Broadway Street) (the "Redevelopment Agreement"), dated _____, 2020, wherein Developer commits to a mixed-use development (commercial and multi-family residential) upon such property (the "Project");

B. Developer seeks assistance in the form of a Community Development Investment Grant ("CDI Grant") from the Wisconsin Economic Development Corporation ("WEDC") to offset gap financing constraints;

C. WEDC requires that the City act as the applicant of the CDI Grant and be the recipient of the CDI Grant funds pursuant to the Community Development Investment Grant Agreement Between The Wisconsin Economic Development Corporation and City of De Pere executed on even date herewith (the "WEDC Agreement");

D. City and Developer intend that Developer performs or contracts for performance of all work for which the CDI Grant funds may be used.

E. The parties desire to enter into this Agreement to set forth the terms and conditions of their agreement.

F. Any undefined terms in this Agreement shall have the same meaning as those terms in the Redevelopment Agreement and/or the WEDC Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to allocate responsibilities between the City and Developer to complete the Project and to assure the CDI Grant funds can be used toward payment of all Project costs permitted to be paid for by the CDI Grant as directed by WEDC.

2. **Grant Conditions.** Developer shall comply with those terms and conditions set forth in the WEDC Agreement and any other agreements required thereunder, subject to the understanding that the timing of Project improvements under the Redevelopment Agreement will be determined by the needs of the Developer, unless otherwise required by WEDC, provided all costs for which CDI Grant funds may be used are incurred prior to the Certificate of Occupancy being issued for the Project.

3. **City Not to Incur Out of Pocket Expenditures.** The City shall not pay from its own funds any expenses, charges or fees to WEDC, Developer or the Certified Public Accountant that will be hired to complete the Statement of Expenditures.

4. **Developer to Hire CPA to Perform Statement of Expenditures.** Developer shall enter directly into contract with an independent licensed CPA firm to complete the Statement of Expenditures and any other necessary certifications or attestations required by the WEDC with respect to the distribution and use of the CDI Grant funds.

5. **Obligations of the City.** City will approve any necessary agreements required by the WEDC, provided such agreements are consistent with the terms of this Development Agreement and shall perform all obligations as "Recipient" of the CDI Grant Funds, specifically acting as applicant of the CDI Grant and working with Developer to complete the grant administrative work including but not limited to submitting regular performance reports as may be required to show the progress and impact of the Project. The City shall seek grant funds reimbursement from WEDC and shall distribute grant funds to Developer pursuant to the terms of the CDI Grant and upon receipt of necessary invoices or paperwork from Developer.

6. **Obligations of the Developer.** Developer shall cooperate with the City and be responsible for supplying all necessary assembly and submission of documents, records and invoices as may be required to comply with the terms of the CDI Grant and any related agreements required by the WEDC and shall communicate and work closely with the City to ensure that the timely submission of any paperwork required by the WEDC. Developer shall only use CDI Grant funds for costs allowed under the terms of the CDI Grant and as directed by the WEDC and shall comply with the terms of any agreements required by the WEDC for receipt of the CDI Grant funds. Furthermore, the City shall be provided access, upon no less than 24-hour notice to Developer, to inspect all of the records required to be maintained by the CDI Grant or WEDC.

7. **Developer Holds Harmless and Indemnifies City.** Developer agrees to hold the City harmless and agrees to indemnify the City from any payment obligation associated with the development of the Property and application and receipt of funds under the CDI Grant but only to the extent such payment obligation of the City is caused by the Developer and specifically excluding any payment obligation of the City caused by an Event of Default under Section 7(d) of the WEDC Agreement. In the event the City incurs any fees, costs, expenses, charges or penalties arising from this Agreement, the City shall invoice the Developer and if such invoice is not timely paid, the City may assess such fees, costs, expenses, charges or penalties against any of the parcels in the Development as a special charge under Wis. Stats. §66.0627.

8. **Term.** The term of this Agreement shall commence on the Effective Date and shall end on the earlier of: (a) the receipt and distribution of all CDI Grant funds and any necessary paperwork required thereunder; or (b) the date that Developer or City provides notice of termination as provided in Section 9 below.

9. **Termination.**

a. By Developer. Developer may terminate this Agreement, at any time, upon not less than thirty (30) days prior written notice to City, at which time Developer shall reimburse the City for any expenses incurred to date as well as any expenses the City incurs related to the Developer's termination of this Agreement.

b. By City. City may terminate this Agreement upon not less than thirty (30) days prior written notice to Developer after Developer's failure to cure any Events of Default (as defined herein) during any applicable cure period.

10. **Assignment and Sublease.** Developer may transfer or otherwise assign its interest in this Agreement in whole to an affiliate of Developer or in conjunction with a transfer or sale of the Developer Parcel upon receiving City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. After any such transfer or assignment, Developer shall be released from this Agreement and the transferee or assignee shall assume the obligations of this Agreement and be considered the "Developer" hereunder for all purposes.

11. **Events of Default.** The following are "Events of Default" by a party: The party's failure to perform any of the party's obligations or covenants contained in this Agreement at the time and in the manner stated, which failure continues for thirty (30) days after written notice of such is received by the party from the other party, provided that if such failure cannot reasonably be corrected within the thirty (30) day period, the party shall not be in default so long as the party promptly commences and continues such actions as are necessary to correct such failure within the earliest reasonable time.

12. **Notices.** Any notices required to be made by either party to the other shall be given in any of the following manners: (a) by U.S. Postal Service mail and shall be deemed to be given two (2) business days after delivery to the U.S. Postal Service, postage prepaid, for certified or registered delivery; (b) by reputable overnight courier and shall be deemed to be given one (1) business day after delivery to the courier; or (c) by personal delivery to a representative of the other, and shall be deemed to be given upon such personal delivery.

Any such notice shall be addressed as follows:

If to City:	City of De Pere 325 S. Broadway Street De Pere, Wisconsin 54115 Attn: City Clerk
-------------	---

If to Developer: Tadych Investment Partners, LLC
 3032 Autumn Leaves Circle
 Green Bay, Wisconsin 54313
 Attn: Jason Tadych

Either party may change its address by providing the other party with written notice thereof, which new address will be effective ten (10) days after notice is given by one of the methods set forth above.

13. **Binding Terms; Covenants Running with Land.** All the terms, conditions, limitations and covenants herein contained or implied by law are covenants running with the land and shall bind and attach and inure to the benefit of City and Developer and their respective successors and assigns.

14. **Authority.** Each of the parties represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Agreement, and all required actions, consents and approvals therefor have been duly taken and obtained.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

16. **Recording of Agreement.** Either party may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of either party, the other party shall execute and deliver to the requesting party any such Memorandum or any other document in connection with such recording.

17. **Force Majeure.** No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

18. **Governing Law.** The laws of the State of Wisconsin shall govern this Agreement.

19. **Severability.** If any provision of this Agreement is determined by a court of law to be invalid or unenforceable, the court may modify that provision to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it may be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have entered into this Development Agreement as of the Effective Date.

City of De Pere

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me on the ____ day of _____, 2020, the above-named James G. Boyd and Carey E. Danen, being the Mayor and City Clerk, respectively, of the City of De Pere, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____, Notary Public

State of Wisconsin

My commission expires: _____

Attachment: Exhibits-Combined (9944 : Reso #20-97 Authorizing Agreement with Tadych Investment Partners (123 N Broadway).)

DEVELOPER:**Tadych Investment Partners, LLC**

By:

Jason Tadych, Managing Member**ACKNOWLEDGEMENT**

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me on the ____ day of _____, 2020, the above-named Jason Tadych_of
Tadych Investment Partners, LLC to me known to be the person who executed the foregoing instrument and
acknowledged the same.

_____, Notary Public

State of Wisconsin

My commission expires: _____

This document was drafted by:
Judith Schmidt-Lehman, De Pere City Attorney

Exhibit F

1.13.c



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. 8/17/20

GEORGE ST

S BROADWAY ST

N BROADWAY ST





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: COVID-19 update from Health Department (request of Ald. Raasch).

This item was requested by Ald. Raasch for ongoing discussion at each City Council meeting, in addition to the daily reports to the community and daily e-mail reports the elected officials receive on COVID-19 activity.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: November election updates from the Clerk's office (request of Ald. Kunding).

ATTACHMENTS:

- Memo to Council - election update (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor James Boyd
Members of the Common Council

From: Carey Danen, City Clerk

Date: August 28, 2020

RE: **November election updates**

The Clerk's office has already begun preparations for the November 3, 2020 General Election. I will provide a verbal report at Tuesday's Common Council meeting on the following topics:

- Turnout projections
- Plans for the four district polling sites
- Absentee voting (both in-person and by mail)
- COVID-19 safety protocols
- Plans for communication of election-related information to the public

Please contact me in advance of the meeting if you would like to receive information on any other subjects.

Attachment: Memo to Council - election update (9932 : November election update)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Operator License Applications.

ATTACHMENTS:

- Operator List_9-1-20 (PDF)

CITY OF DE PERE
License Committee - September 1, 2020

New Operator License Applications	
1	JACKSON C. BACKUS
2	JACOB M. DRIESSEN
3	SAMANTHA R. GIESE
4	VIVICA S. GILMET
5	TODD P. JOHNSON
6	MEGAN J. MCDOWELL
7	GARY D. BOYER II
8	JODI L. LECLAIR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 9-1-2020 VOUCHERS (PDF)

8/25/2020 4:56 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 06378 SEP 2020 COUNCIL - 1 9-1-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6802	ADVANCED DISPOSAL I-B80000715766	ADVANCED DISPOSAL	R	9/01/2020		581.46CR	093215	581.46
7638	AICPA (PAYMENT - DUES) I-1187238 2020	AICPA (PAYMENT - DUES)	R	9/01/2020		285.00CR	093216	285.00
0302	AIRGAS USA LLC I-9103773816 I-9972329680 I-9972329681 I-9972329682	AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC	R R R R	9/01/2020 9/01/2020 9/01/2020 9/01/2020		376.77CR 605.00CR 206.16CR 252.24CR	093217 093217 093217 093217	 1,440.17
2878	ARING EQUIPMENT CO INC I-761762	ARING EQUIPMENT CO INC	R	9/01/2020		158.43CR	093218	158.43
0442	BADGER LABORATORIES INC I-20-50017089 I-20-50019780	BADGER LABORATORIES INC BADGER LABORATORIES INC	R R	9/01/2020 9/01/2020		860.00CR 700.00CR	093219 093219	 1,560.00
0020	BADGERLAND PRINTING INC I-35382	BADGERLAND PRINTING INC	R	9/01/2020		328.86CR	093220	328.86
0023	BATTERIES PLUS LLC I-P29529639	BATTERIES PLUS LLC	R	9/01/2020		51.84CR	093221	51.84
0027	BAY TOWEL INC I-4005194 I-4006893 I-4011024 I-4013408	BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC	R R R R	9/01/2020 9/01/2020 9/01/2020 9/01/2020		91.04CR 112.04CR 112.04CR 91.04CR	093222 093222 093222 093222	 406.16
1532	BOBCAT PLUS INC I-IG39886 I-IG40015 I-IG40827	BOBCAT PLUS INC BOBCAT PLUS INC BOBCAT PLUS INC	R R R	9/01/2020 9/01/2020 9/01/2020		82.33CR 49.16CR 126.16CR	093223 093223 093223	 257.65
3008	BOUND TREE MEDICAL LLC I-83737582	BOUND TREE MEDICAL LLC	R	9/01/2020		177.98CR	093224	177.98
0649	BRAUER SUPPLY & EQUIPMENT I-2020089	BRAUER SUPPLY & EQUIPMENT	R	9/01/2020		54.80CR	093225	54.80

Attachment: 9-1-2020 VOUCHERS (9948 : Voucher approval.)

8/25/2020 4:56 PM

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PAGE: 2

PACKET: 06378 SEP 2020 COUNCIL - 1 9-1-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6751	BRIDGEPORT MFG. INC. I-39835-00	BRIDGEPORT MFG. INC.	R	9/01/2020		172.35CR	093226	172.35
0038	BROADWAY AUTOMOTIVE INC I-503913P I-999409P	BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC	R R	9/01/2020 9/01/2020		55.78CR 301.15CR	093227 093227	 356.93
0039	BROOKS TRACTOR INC I-D83798	BROOKS TRACTOR INC	R	9/01/2020		19.66CR	093228	19.66
0046	BROWN COUNTY PORT SOLID WASTE DEPT I-44300	BROWN COUNTY PORT SOLID WASTE	R	9/01/2020		30,369.06CR	093229	30,369.06
0536	CDW GOVERNMENT INC I-ZNH2937	CDW GOVERNMENT INC	R	9/01/2020		464.97CR	093230	464.97
2708	CLEANING SOLUTION SERVICES INC I-20745	CLEANING SOLUTION SERVICES INC	R	9/01/2020		275.78CR	093231	275.78
7997	COMPLETE OFFICE I-AR20075 I-AR20077	COMPLETE OFFICE COMPLETE OFFICE	R R	9/01/2020 9/01/2020		25.47CR 41.34CR	093232 093232	 66.81
7782	CONWAY SHIELD I-447985-IN I-458776-IN	CONWAY SHIELD CONWAY SHIELD	R R	9/01/2020 9/01/2020		156.00CR 171.50CR	093233 093233	 327.50
7639	CORE & MAIN LP I-M746375 I-M835162 I-M865103 I-M884089	CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP	R R R R	9/01/2020 9/01/2020 9/01/2020 9/01/2020		868.27CR 1,608.00CR 662.50CR 80.00CR	093234 093234 093234 093234	 3,218.77
0217	COUNTRY VISIONS COOPERATIVE I-202008250976	COUNTRY VISIONS COOPERATIVE	R	9/01/2020		59.99CR	093235	59.99
6700	DARLEY CO I-17406104	DARLEY CO	R	9/01/2020		3,787.84CR	093236	3,787.84
2925	DE PERE OPTIMIST CLUB I-202008250977	DE PERE OPTIMIST CLUB	R	9/01/2020		29.00CR	093237	29.00

Attachment: 9-1-2020 VOUCHERS (9948 : Voucher approval.)

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PACKET: 06378 SEP 2020 COUNCIL - 1 9-1-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0917	RICK W DE WEERT I-202008250978	RICK W DE WEERT	R	9/01/2020		7.99CR	093238	7.99
0075	DIGGERS HOTLINE INC I-200 7 36401 I-200 7 36402	DIGGERS HOTLINE INC DIGGERS HOTLINE INC	R	9/01/2020		1,210.26CR	093239	
			R	9/01/2020		118.40CR	093239	1,328.66
0944	ELECTION SYSTEMS & SOFTWARE INC I-1149972	ELECTION SYSTEMS & SOFTWARE IN	R	9/01/2020		650.00CR	093240	650.00
0085	EMERGENCY MEDICAL PRODUCTS INC I-2191754	EMERGENCY MEDICAL PRODUCTS INC	R	9/01/2020		327.05CR	093241	327.05
3452	ESRI INC I-93884445	ESRI INC	R	9/01/2020		20.55CR	093242	20.55
8238	FIRE DEX GW LLC I-16622	FIRE DEX GW LLC	R	9/01/2020		470.11CR	093243	470.11
0200	FIRST SUPPLY LLC I-12262850-00	FIRST SUPPLY LLC	R	9/01/2020		31.17CR	093244	31.17
0105	FOX SPECIALITY COMPANY I-105987	FOX SPECIALITY COMPANY	R	9/01/2020		60.59CR	093245	60.59
1068	FOX VALLEY TRUCK & BODY INC I-53792	FOX VALLEY TRUCK & BODY INC	R	9/01/2020		3,720.78CR	093246	3,720.78
7414	GEARGRID CORP I-18945-IN	GEARGRID CORP	R	9/01/2020		874.00CR	093247	874.00
7553	GLENN'S 24 HR TOWING INC I-90568	GLENN'S 24 HR TOWING INC	R	9/01/2020		275.00CR	093248	275.00
6923	GORDON FLESCH COMPANY INC. I-IN13021059	GORDON FLESCH COMPANY INC.	R	9/01/2020		178.75CR	093249	178.75
0116	GRAINGER INC I-9620494741	GRAINGER INC	R	9/01/2020		25.86CR	093250	25.86
7764	GREAT AMERICA FINANCIAL SVCS I-27557998	GREAT AMERICA FINANCIAL SVCS	R	9/01/2020		362.19CR	093251	362.19

Attachment: 9-1-2020 VOUCHERS (9948 : Voucher approval.)

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PAGE: 4

PACKET: 06378 SEP 2020 COUNCIL - 1 9-1-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0124	GREEN BAY CITY TREASURER							
	I-133862	GREEN BAY CITY TREASURER	R	9/01/2020		39,731.45CR	093252	39,731.45
4826	GUSTAVE A LARSON CO							
	I-4080773	GUSTAVE A LARSON CO	R	9/01/2020		109.55CR	093253	109.55
4902	HALRON LUBRICANTS INC							
	C-1171929-00	HALRON LUBRICANTS INC	R	9/01/2020		60.00	093254	
	I-1171476-00	HALRON LUBRICANTS INC	R	9/01/2020		1,473.63CR	093254	1,413.63
5674	HOME TEAM SPORTS & APPAREL INC							
	I-39734	HOME TEAM SPORTS & APPAREL INC	R	9/01/2020		210.60CR	093255	
	I-39906	HOME TEAM SPORTS & APPAREL INC	R	9/01/2020		275.20CR	093255	485.80
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-W31482	HURCKMAN MECHANICAL INDUSTRIES	R	9/01/2020		2,964.00CR	093256	
	I-W32770	HURCKMAN MECHANICAL INDUSTRIES	R	9/01/2020		946.37CR	093256	
	I-W32829	HURCKMAN MECHANICAL INDUSTRIES	R	9/01/2020		945.85CR	093256	4,856.22
5484	HYDROCORP INC							
	I-58439-IN	HYDROCORP INC	R	9/01/2020		3,240.00CR	093257	3,240.00
8239	ICONIC IMAGE LLC							
	I-202008250979	ICONIC IMAGE LLC	R	9/01/2020		800.00CR	093258	800.00
1399	INDOFF INC							
	I-3392915	INDOFF INC	R	9/01/2020		35.40CR	093259	
	I-3394068	INDOFF INC	R	9/01/2020		150.44CR	093259	
	I-3396951	INDOFF INC	R	9/01/2020		53.13CR	093259	
	I-3397356	INDOFF INC	R	9/01/2020		390.00CR	093259	628.97
0567	INDUSTRIAL MARKETING CORP							
	I-43308	INDUSTRIAL MARKETING CORP	R	9/01/2020		204.88CR	093260	204.88
2602	JOSSART BROTHERS INC							
	I-1653	JOSSART BROTHERS INC	R	9/01/2020		1,652.18CR	093261	
	I-1742	JOSSART BROTHERS INC	R	9/01/2020		2,349.35CR	093261	
	I-1757	JOSSART BROTHERS INC	R	9/01/2020		5,597.00CR	093261	
	I-1758	JOSSART BROTHERS INC	R	9/01/2020		1,613.58CR	093261	
	I-20-01B (4)	JOSSART BROTHERS INC	R	9/01/2020		571,230.63CR	093261	582,442.74
6520	JX TRUCK CENTER - GREEN BAY							
	I-1433170S	JX TRUCK CENTER - GREEN BAY	R	9/01/2020		366.44CR	093262	
	I-26824	JX TRUCK CENTER - GREEN BAY	R	9/01/2020		137,980.00CR	093262	138,346.44

Attachment: 9-1-2020 VOUCHERS (9948 : Voucher approval.)

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PACKET: 06378 SEP 2020 COUNCIL - 1 9-1-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6577	LAKELAND LAWN CARE I-92997	LAKELAND LAWN CARE	R	9/01/2020		1,237.50CR	093263	1,237.50
4617	LANGUAGE LINE SERVICES I-4863892	LANGUAGE LINE SERVICES	R	9/01/2020		67.22CR	093264	67.22
2044	LIGHTHOUSE TITLE INC I-202008250980	LIGHTHOUSE TITLE INC	R	9/01/2020		826.00CR	093265	826.00
0173	MENARDS INC							
	C-45605	MENARDS INC	R	9/01/2020		10.89	093266	
	C-61495	MENARDS INC	R	9/01/2020		9.73	093266	
	C-63856	MENARDS INC	R	9/01/2020		65.81	093266	
	I-69644	MENARDS INC	R	9/01/2020		79.30CR	093266	
	I-69730	MENARDS INC	R	9/01/2020		72.44CR	093266	
	I-69774	MENARDS INC	R	9/01/2020		9.79CR	093266	
	I-69780	MENARDS INC	R	9/01/2020		34.90CR	093266	
	I-69836	MENARDS INC	R	9/01/2020		23.93CR	093266	
	I-70029	MENARDS INC	R	9/01/2020		13.10CR	093266	
	I-70141	MENARDS INC	R	9/01/2020		29.98CR	093266	
	I-70145	MENARDS INC	R	9/01/2020		28.90CR	093266	
	I-70395	MENARDS INC	R	9/01/2020		6.36CR	093266	
	I-70496	MENARDS INC	R	9/01/2020		89.71CR	093266	
	I-70506	MENARDS INC	R	9/01/2020		10.47CR	093266	
	I-70514	MENARDS INC	R	9/01/2020		9.34CR	093266	
	I-70530	MENARDS INC	R	9/01/2020		31.65CR	093266	
	I-70792	MENARDS INC	R	9/01/2020		59.00CR	093266	
	I-70934	MENARDS INC	R	9/01/2020		34.93CR	093266	
	I-71046	MENARDS INC	R	9/01/2020		24.28CR	093266	
	I-71054	MENARDS INC	R	9/01/2020		38.67CR	093266	
	I-71079	MENARDS INC	R	9/01/2020		3.59CR	093266	513.91
VOID	VOID CHECK		V	9/01/2020			093267	**VOID**
1630	BRIAN MITCHELL I-2813	BRIAN MITCHELL	R	9/01/2020		40.00CR	093268	
	I-2814	BRIAN MITCHELL	R	9/01/2020		253.00CR	093268	293.00
3191	NCI I-AR18957	NCI	R	9/01/2020		49.90CR	093269	49.90
7129	NELSON TACTICAL I-1699	NELSON TACTICAL	R	9/01/2020		103.45CR	093270	103.45

Attachment: 9-1-2020 VOUCHERS (9948 : Voucher approval.)

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0531	NORTHEAST AUTO PARTS INC							
	I-350073	NORTHEAST AUTO PARTS INC	R	9/01/2020		20.28CR	093271	
	I-350098	NORTHEAST AUTO PARTS INC	R	9/01/2020		10.07CR	093271	
	I-350101	NORTHEAST AUTO PARTS INC	R	9/01/2020		18.60CR	093271	
	I-350111	NORTHEAST AUTO PARTS INC	R	9/01/2020		168.51CR	093271	
	I-350122	NORTHEAST AUTO PARTS INC	R	9/01/2020		4.60CR	093271	
	I-350154	NORTHEAST AUTO PARTS INC	R	9/01/2020		18.99CR	093271	
	I-350190	NORTHEAST AUTO PARTS INC	R	9/01/2020		72.99CR	093271	
	I-350203	NORTHEAST AUTO PARTS INC	R	9/01/2020		27.04CR	093271	
	I-350219	NORTHEAST AUTO PARTS INC	R	9/01/2020		124.99CR	093271	
	I-350249	NORTHEAST AUTO PARTS INC	R	9/01/2020		24.27CR	093271	
	I-350282	NORTHEAST AUTO PARTS INC	R	9/01/2020		39.70CR	093271	
	I-350284	NORTHEAST AUTO PARTS INC	R	9/01/2020		49.25CR	093271	
	I-350307	NORTHEAST AUTO PARTS INC	R	9/01/2020		12.60CR	093271	591.89
3250	NORTHERN LAKE SERVICE							
	I-382767	NORTHERN LAKE SERVICE	R	9/01/2020		220.00CR	093272	
	I-382772	NORTHERN LAKE SERVICE	R	9/01/2020		80.00CR	093272	
	I-382869	NORTHERN LAKE SERVICE	R	9/01/2020		220.00CR	093272	
	I-383280	NORTHERN LAKE SERVICE	R	9/01/2020		560.00CR	093272	
	I-383848	NORTHERN LAKE SERVICE	R	9/01/2020		220.00CR	093272	1,300.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-181666	OSHKOSH FIRE & POLICE EQUIPMEN	R	9/01/2020		274.00CR	093273	274.00
0197	PACKER CITY INTL TRUCKS INC							
	I-X101129803:01	PACKER CITY INTL TRUCKS INC	R	9/01/2020		135.70CR	093274	135.70
1331	PACKER FASTENER & SUPPLY INC							
	I-533109	PACKER FASTENER & SUPPLY INC	R	9/01/2020		127.00CR	093275	127.00
1246	PREVEA HEALTH							
	I-127069	PREVEA HEALTH	R	9/01/2020		79.70CR	093276	79.70
0395	PRO ONE JANITORIAL INC							
	I-162866	PRO ONE JANITORIAL INC	R	9/01/2020		1,425.00CR	093277	1,425.00
7584	R LEWIS TECHNOLOGIES INC							
	I-10488	R LEWIS TECHNOLOGIES INC	R	9/01/2020		45.00CR	093278	
	I-10547	R LEWIS TECHNOLOGIES INC	R	9/01/2020		73.90CR	093278	118.90
6948	RAY'S TIRE							
	I-1014206	RAY'S TIRE	R	9/01/2020		397.82CR	093279	397.82

Attachment: 9-1-2020 VOUCHERS (9948 : Voucher approval.)

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0227	REINDERS INC I-1843835-00	REINDERS INC	R	9/01/2020		1,058.34CR	093280	1,058.34
7513	SAFE FLOW LLC I-2020018	SAFE FLOW LLC	R	9/01/2020		105.00CR	093281	105.00
0252	SOUTHSIDE TIRE CO INC I-3091309 I-3091390	SOUTHSIDE TIRE CO INC SOUTHSIDE TIRE CO INC	R R	9/01/2020 9/01/2020		15.00CR 166.00CR	093282 093282	 181.00
8149	SUPERIOR SEWER AND WATER INC I-20-01A (4)	SUPERIOR SEWER AND WATER INC	R	9/01/2020		457,653.68CR	093283	457,653.68
0262	TEMPERATURE SYSTEMS INC I-3000320-00	TEMPERATURE SYSTEMS INC	R	9/01/2020		229.90CR	093284	229.90
0267	TRAFFIC & PARKING CONTROL INC I-I675277	TRAFFIC & PARKING CONTROL INC	R	9/01/2020		619.60CR	093285	619.60
0268	TRUCK EQUIPMENT INC I-913623-00 I-913641-00 I-915004-00	TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC	R R R	9/01/2020 9/01/2020 9/01/2020		98.62CR 22.66CR 26.49CR	093286 093286 093286	 147.77
0416	TWIRL SEWER SERVICE I-202008250981	TWIRL SEWER SERVICE	R	9/01/2020		275.00CR	093287	275.00
5772	MELISSA VANDE WETTERING I-202008250982	MELISSA VANDE WETTERING	R	9/01/2020		14.51CR	093288	14.51
3707	VIKING ELECTRIC SUPPLY I-S003895850.001	VIKING ELECTRIC SUPPLY	R	9/01/2020		766.36CR	093289	766.36
8043	WASTEBUILT ENVIRON SOLUTIONS I-3489707	WASTEBUILT ENVIRON SOLUTIONS	R	9/01/2020		125.10CR	093290	125.10
4619	WATER TOWER CLEAN & COAT INC I-WT78458	WATER TOWER CLEAN & COAT INC	R	9/01/2020		14,000.00CR	093291	14,000.00
5633	WAUSAU TILE INC I-603653	WAUSAU TILE INC	R	9/01/2020		1,270.00CR	093292	1,270.00

Attachment: 9-1-2020 VOUCHERS (9948 : Voucher approval.)

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1089	DUSTIN WENDT							
	I-202008250983	DUSTIN WENDT	R	9/01/2020		37.97CR	093293	37.97
2645	WI DEPT OF JUSTICE							
	I-202008250984	WI DEPT OF JUSTICE	R	9/01/2020		21.00CR	093294	21.00
5978	ANDREW ZIETLOW							
	I-202008250985	ANDREW ZIETLOW	R	9/01/2020		26.28CR	093295	26.28

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	80	0.00	1,309,115.89	1,309,115.89
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:	1	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:	81	0.00	1,309,115.89	1,309,115.89

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 9-1-2020 VOUCHERS (9948 : Voucher approval.)

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	9/2020	94,299.83CR
201	9/2020	2,180.55CR
208	9/2020	178.91CR
291	9/2020	826.00CR
405	9/2020	1,028,884.31CR
415	9/2020	137,980.00CR
601	9/2020	37,882.42CR
650	9/2020	6,883.87CR
=====		
ALL		1,309,115.89CR

Attachment: 9-1-2020 VOUCHERS (9948 : Voucher approval.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 1, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
