



Common Council

Regular Meeting

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

Revised Agenda

Tuesday, August 7, 2018

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **August 7, 2018 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the July 17, 2018 Common Council Meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Recommendation from Plan Commission to approve a Proposed Extraterritorial 35 Lot and 3 Outlot preliminary plat of Hidden Ackers at 2200 BLK French Road in Town of Lawrence (Parcels L-444 & L-446). Submitted by Randall J. Oettinger, PLS, authorized representative for NAZCR TRAC LLC, property owner.
6. Recommendation from Plan Commission to approve a Proposed Extraterritorial One Lot Certified Survey Map at 3307 Eiler Road in the Town of Rockland (part of Parcel R-306). Submitted by Aaron D. Ballast, PLS, authorized representative for Janssen Living Trust, property owner.
7. Recommendation from the Board of Park Commissioners to Approve \$1,000 Donation from De Pere Area Men's Club for Tables & Furniture at the Community Center.
8. Recommendation from the Board of Park Commissioners to Approve the Donations from Brown County Community Women's Club.
9. Recommendation from the Board of Park Commissioners to Approve \$25,000 Donation from Anonymous Donor for Tables, Chairs & Furniture at the Community Center
10. Recommendation from the Board of Park Commissioners to Approve the Final Design of the Aquatic Center.
11. Recommendation from the License Committee on an Application for a Special Permit Allowing Consumption of Alcohol Beverages on Public Ways. Submitted by Definitely De Pere for Art Walk on Friday, August 10 from 4:00 p.m. - 8:00 p.m.
12. Resolution 18-70 Authorizing Facility Use Agreement with Lifelong Learning Institute of the University of Wisconsin – Green Bay and Setting Fees Therefor.
13. Resolution #18-71 Rescinding Council Action Pertaining to Proposed New Leaf Market Cooperative.
14. Resolution #18-72 Rescinding Facade Improvement Grant Approvals Due to Non-TID Location of Property (109, 113, and 115 North Broadway).

15. Resolution #18-73 Authorizing Agreement Waiving Notice and Agreeing to Special Assessments (Basgig Investors, LLC).
16. Ordinance #18-11 Amending § 150-22 and Schedule G Thereto, De Pere Municipal Code, Regarding Parking Regulations. (Second Reading)
17. Ordinance #18-14 Amending § 9-1 De Pere Municipal Code Regarding Non-Discrimination in Housing, Public Accommodation and Employment. (Second Reading)
18. Operator License Applications.
19. Voucher Approval.
20. Future Agenda Items.
21. Resolution #18-74 Ratifying Contract with the De Pere Police Benevolent Association.

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.
22. Consideration of Conflict Waiver and Request to Consent to Representation submitted by the Davis & Kuelthau Law Firm.

PLEASE TAKE NOTICE THAT, that pursuant to Wis. Stats. §§19.85(1)(c) and (g), the Council may convene in closed session to consider legal advice of counsel on whether to waive a potential conflict of interest, which implicates possible legal rights together with competitive and bargaining interests and rights of the city. The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other matters as are authorized by law.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Definitely De Pere
Davis & Kuelthau Law Firm

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

MEETING DATE: August 7, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the July 17, 2018 Common Council Meeting.

ATTACHMENTS:

- 7-17-2018 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, July 17, 2018

7:30 PM

De Pere City Hall Council Chambers

- The Common Council Meeting was called to order on July 17, 2018 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
James Boyd	Aldersperson	Present
Dan Carpenter	Aldersperson	Present
Scott Crevier	Aldersperson	Present
Jonathon Hansen	Aldersperson	Present
Ryan Jennings	Aldersperson	Present
Larry Lueck	Aldersperson	Present
Casey Nelson	Aldersperson	Present
Dean Raasch	Aldersperson	Excused

Mayor Walsh attended the meeting by phone.

- Pledge of Allegiance to the Flag.
- Approval of the Minutes of the of the July 3, 2018 Common Council Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Aldersperson
SECONDER:	Scott Crevier, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

- Public Hearing for Vacation of Public Thoroughfare near the 500 Block S. 9th Street, adjacent to Parcels WD-D0218-2 and WD-D0217-3
 - Notice of Public Hearing.
Clerk-Treasurer Shana Ledvina announced that the public hearing was published in the Green Bay Press Gazette on June 5, July 2 and July 9, 2018.
 - Recommendation from the Plan Commission.
Development Services Director Kim Flom announced that the Plan Commission unanimously recommended vacation of the right-of-way.
 - Resolution #18-49 Regarding the Vacation of a Portion of a Public Thoroughfare (500 BLK South 9th Street Right-of-Way Adjacent to Parcels WD-D0217-3 & WD-D0218-2).

Aldersperson Boyd declared the public hearing open; no one wished to speak and he declared the public hearing closed and entertained a motion. Aldersperson Carpenter moved, seconded by Aldersperson Crevier to approve the resolution. Discussion followed regarding the maintenance of the right-of-way. Upon vote, motion carried unanimously.

Attachment: 7-17-2018 Common Council Minutes (7233 : Approval of the Minutes of the July 17, 2018 Common Council Meeting.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

5. Public Hearing on Adopting a Cultural District Amendment to the 2010 City of De Pere Downtown Master Plan

1. Notice of Public Hearing.

Clerk-Treasurer Shana Ledvina announced that the public hearing was published in the Green Bay Press Gazette on July 9, 2018.

2. Recommendation from the Plan Commission.

Development Services Director Kim Flom announced that the Plan Commission unanimously recommended approval of the Cultural District Plan as an amendment to the existing plan.

Kim Flom and Tom Rogers, the project manager from the consulting team, reviewed the process, including the 4 phases of the project, the team and steering committee, project objectives, the three day charrette, project goals, the secondary and core zones, massing and height guidelines that emphasize and preserve river views, the galleria development idea and financial model, and the planning phases moving forward.

Alderperson Boyd declared the public hearing open. The following individuals spoke in favor of the Cultural District Plan: Mary Alexis Pfutzenreuter, Ron Manning, and Robert Kramer. Terry Gerbers, representative of the George Street Station project, expressed support of the Mulva Center and the Cultural District Plan but does not support the height guidelines proposed. The De Pere Cultural Center members Bridget O'Connor, Julie Van Straten, Chris Renier, and McKim Boyd expressed their unanimous support of the advancement of the Cultural District Plan and encouraged the Council to support it. Bridget O'Connor explained that if the plan is approved, building plans and a formal proposal will follow.

No one else wished to speak and Alderperson Boyd entertained a motion on the resolution to adopt the plan.

3. Resolution #18-62 Adopting Cultural District Amendment to the 2010 City of De Pere Downtown Master Plan.

Alderperson Lueck moved, seconded by Alderperson Nelson to approve the resolution.

Alderperson Nelson thanked everyone involved for their work on this. Alderperson Hansen read an email from Renee Gasch supporting the plan. Alderperson Crevier expressed that though he will support the plan, he doesn't agree with the process as a whole. He believes the City should have paid for the study in whole and that unfavorable comments received at the public comment events should have been addressed. Discussion followed. Alderperson Jennings stated that the plan gives the direction needed for the City to be extraordinary. Alderperson Carpenter stated he does not agree with restricting future tax base by restricting building heights. Mayor Walsh expressed his support for the district via phone. Upon vote on the resolution, motion carried 6-1 with Alderperson Carpenter voting nay. Mayor Walsh left the meeting after the vote on this item at 8:50 p.m.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Crevier, Hansen, Jennings, Lueck, Nelson
NAYS:	Dan Carpenter
EXCUSED:	Dean Raasch

6. Public comment upon matters not on the agenda and other announcements.

Alderperson Jennings invited people to attend the Farmer's Market on Thursday and Definitely De Pere's Artwalk on Friday from 4:00 - 8:00. Alderperson Nelson announced the first Mental Health Outreach session scheduled for August 29th at 6:00 p.m. at the De Pere Community Center. These will be held the last Wednesday of each month. The topic in August is anxiety. Alderperson Hansen thanked those who make the Pink Flamingo possible.

7. Recommendation from the Finance and Personnel Committee to Approve the 2017 Audit Report.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

8. Recommendation from Finance and Personnel Committee to Approve Donation from De Pere Christian Outreach to the Police Department K-9 Fund

Alderperson Hansen thanked De Pere Christian Outreach.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

9. Recommendation from the Finance and Personnel Committee to approve \$250 sponsorship from the Kress Inn and Bemis Conference Center in support of De Pere TV.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

10. Recommendation from Plan Commission to approve a Proposed Extraterritorial Three Lot Certified Survey Map at 5685 Blake Road in the Town of Rockland (Parcels R-372 & R-373). Submitted by Aaron P. Schroeder, PLS, authorized representative for David R. Boers, Linda S. Boers, & Linda Schink-Boers, property owners.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

11. Recommendation of the Board of Public Works to Award the Contract for Project 18-06 Claude Allouez Bridge East Abutment Staining to the Norcon Corporation in the Amount of \$41,760.00.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

12. Recommendation of the Board of Public Works to Award the Contract for Project 18-21 MSC Boiler Replacement to Tweet/Garot Mechanical, Inc. in the Amount of \$75,600.00.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

13. Recommendation from the Board of Public Works to Leave Overnight Parking Ordinance Unchanged and Not Revise the City's Prohibition of Overnight Parking on City Streets During the Summer Months. *This item was tabled from the July 3, 2018 Common Council Meeting.

Alderperson Lueck asked Police Chief Beiderwieden to explain the 2013 memo included with the meeting packet. Chief Beiderwieden explained his memo and that his department will enforce any ordinance enacted by the Council. Discussion followed regarding alternate side parking, pros and cons of allowing overnight parking, and the current ordinance. Upon vote on the recommendation, motion carried 5-2 with Alderpersons Hansen and Jennings voting nay.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Lueck, Nelson
NAYS:	Jonathon Hansen, Ryan Jennings
EXCUSED:	Dean Raasch

14. Consider Community Service Grant Application submitted by Gina Peotter for Hope's House.

Alderperson Hansen moved, seconded by Alderperson Nelson to open the meeting. Upon vote, motion carried unanimously. Gina Peotter came forward and answered questions about her application. She provided information about her background and shared that the organization will be set up as a non-profit with no charge to families who are in need of grief counseling. City Administrator Larry Delo explained that there is nothing preventing the Council from issuing the grant as the service could be considered an enhancement to the community and will provide benefit to the community. Alderperson Boyd moved, seconded by Alderperson Crevier to close

the meeting. Upon vote, motion carried unanimously. Discussion followed. Alderperson Jennings moved, seconded by Alderperson Boyd to amend the amount awarded to \$400 (\$160 for resource books, \$240 for meeting materials). Upon vote on the amendment, motion carried 5-2 with Alderpersons Crevier and Nelson voting nay. Upon vote on the amended motion, motion carried 6-1 with Alderperson Crevier voting nay.

RESULT:	ADOPTED [6 TO 1]
MOVER:	James Boyd, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Boyd, Carpenter, Hansen, Jennings, Lueck, Nelson
NAYS:	Scott Crevier
EXCUSED:	Dean Raasch

15. Request of Ald. Boyd to Reconsider Common Council Approval of Proposal from Definitely De Pere to Construct and Fundraise for Historical Monument

Alderperson Boyd moved, seconded by Alderperson Hansen to reconsider the approval of the proposal. Alderperson Jennings stated that he will abstain from voting. Alderperson Crevier explained that Definitely De Pere has been working on re-erecting a historic monument but has received an opinion of the Wisconsin Historical Society that the language on the monument may be offensive to some. They will seek input from local tribes and hope to erect the monument with added context to encourage discussion and education. Alderperson Crevier moved, seconded by Alderperson Nelson to refer the item back to staff. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [6 TO 0]
MOVER:	James Boyd, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Lueck, Nelson
ABSTAIN:	Ryan Jennings
EXCUSED:	Dean Raasch

16. Ordinance #18-11 Amending § 150-22 and Schedule G Thereto, De Pere Municipal Code, Regarding Parking Regulations.

Alderperson Hansen moved, seconded by Alderperson Nelson to approve the ordinance. The Council discussed parking regulations, consistency in parking regulations, and enforcing parking complaints. Upon vote, motion carried 6-1 with Alderperson Carpenter voting nay. This ordinance will require a second reading.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Crevier, Hansen, Jennings, Lueck, Nelson
NAYS:	Dan Carpenter
EXCUSED:	Dean Raasch

17. Ordinance #18-12 Amending §§ 150-16 and 150-22, and Schedules A and G Thereto, De Pere Municipal Code, Regarding Traffic Regulations.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

18. Ordinance #18-13 Adopting Section 10-19, De Pere Municipal Code, Creating a City Sustainability Commission.

Alderperson Boyd moved, seconded by Alderperson Carpenter to open the meeting. Upon vote, motion carried unanimously. Patricia Finder-Stone spoke in favor of creating a Sustainability Commission. Alderperson Boyd moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously. Alderperson Crevier moved to amend the ordinance by striking the third sentence of Section 1(c). The motion failed with no second. Upon vote on the motion to approve, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

19. Resolution #18-63 An Initial Resolution Authorizing the Sale and Issuance of General Obligation Community Development Bonds; and Certain Related Details.

Finance Director Joe Zegers answered questions regarding some project delays that might be considered in the following year's budget. Development Services Director Kim Flom explained that industrial park signage will be done when the city re-branding initiative is complete.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

20. Resolution #18-64 An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

21. Resolution #18-65 Authorizing Agreement for Consulting Services Between the City of De Pere and Cedar Corporation (2018 Inspections and Sign Bridge Inspections).

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dan Carpenter, Alderperson
SECONDER: Jonathon Hansen, Alderperson
AYES: Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED: Dean Raasch

22. Resolution #18-66 Authorizing Agreement for Contractor Services Between the City of De Pere and Holubar Construction Company, Inc. (Spur Line Maintenance).

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dan Carpenter, Alderperson
SECONDER: James Boyd, Alderperson
AYES: Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED: Dean Raasch

23. Resolution #18-67 Approving Updated Facade Improvement Grant Eligibility Requirements and Guidelines.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jonathon Hansen, Alderperson
SECONDER: Casey Nelson, Alderperson
AYES: Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED: Dean Raasch

24. Resolution #18-68 Amending Section 7.14 of the City of De Pere Employee Policy Manual Regarding Funeral Leave.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Casey Nelson, Alderperson
SECONDER: Scott Crevier, Alderperson
AYES: Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED: Dean Raasch

25. Resolution #18-69 Authorizing Health Risk Assessment Services Agreement Between the City of De Pere and Bellin Occupation Health Solutions, a Division of Bellin Memorial Hospital, Inc. ("Bellin") (Health Risk Assessments for Health Plan Participants).

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Alderperson
SECONDER: James Boyd, Alderperson
AYES: Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED: Dean Raasch

26. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Hansen to approve Previously Tabled Operator License Applications #1, 2 and 4. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Carpenter to deny Previously Tabled Operator License Application #3. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Hansen to table Previously Tabled Operator License Application #5. Upon vote, motion carried unanimously.

Alderson Boyd moved, seconded by Alderson Hansen to approve Temporary Operator License Application #1. Upon vote, motion carried unanimously.

Alderson Boyd moved, seconded by Alderson Carpenter to table Temporary Operator License Application #2. Upon vote, motion carried unanimously.

Alderson Boyd moved, seconded by Alderson Hansen to approve Renewal Operator License Applications #1-16, 18-29, 31, and 33-44. Upon vote, motion carried unanimously.

Alderson Boyd moved, seconded by Alderson Carpenter to table Renewal Operator License Applications #17, 30 and 32. Upon vote, motion carried unanimously.

Alderson Boyd moved, seconded by Alderson Hansen to approve New Operator License Applications #1, 2, 5-7 and 9-14. Upon vote, motion carried 6-0 with Alderson Jennings abstaining.

Alderson Boyd moved, seconded by Alderson Carpenter to table New Operator License Applications #3, 4, and 8. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

27. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderson
SECONDER:	Jonathon Hansen, Alderson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson
EXCUSED:	Dean Raasch

28. Future agenda items.

Alderson Hansen requested that staff look into live streaming all Committee and Board Meetings on AT&T and Spectrum. This item will go to the Finance/Personnel Committee.

29. Ordinance #18-14 Amending § 9-1 De Pere Municipal Code Regarding Non-Discrimination in Housing, Public Accommodation and Employment.

Alderson Boyd moved, seconded by Alderson Hansen to close the meeting at 9:54 p.m. Upon roll call vote, motion carried unanimously. Alderson Boyd moved, seconded by Alderson Hansen to open the meeting at 9:57 p.m. Upon vote, motion carried unanimously. Alderson Nelson moved, seconded by Alderson Hansen to approve the ordinance. Upon vote, motion carried 6-1 with Alderson Crevier voting nay. This ordinance will require a second reading.

RESULT:	ADOPTED [6 TO 1]
AYES:	Boyd, Carpenter, Hansen, Jennings, Lueck, Nelson
NAYS:	Scott Crevier
EXCUSED:	Dean Raasch

30. Adjournment. Alderson Boyd moved, seconded by Alderson Lueck to adjourn the meeting at 9:59 p.m.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve a Proposed Extraterritorial 35 Lot and 3 Outlot preliminary plat of Hidden Ackers at 2200 BLK French Road in Town of Lawrence (Parcels L-444 & L-446). Submitted by Randall J. Oettinger, PLS, authorized representative for NAZCR TRAC LLC, property owner.

On July 23, 2018, Plan Commission recommended approval by a vote of 4-0, with conditions identified in the report.

ATTACHMENTS:

- Extraterritorial Preliminary Plat - Hidden Ackers - Plan Commission Report (DOCX)
- Application Form (PDF)
- Preliminary Plat (PDF)

- ITEM 4: Recommendation regarding a Proposed Extraterritorial 35 Lot and 3 Outlot preliminary plat of Hidden Ackers at 2200 BLK French Road in Town of Lawrence (Parcels L-444 & L-446). Submitted by Randall J. Oettinger, PLS, authorized representative for NAZCR TRAC LLC, property owner.*

SITE MAP



PUBLIC TRUST DOCTRINE NOTE:

ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

LOT #	FRONTAGE (AT SETBACK LINE)
LOT 1	120.2'
LOT 2	131.0'
LOT 3	120.711111111111'
LOT 4	150.991111111111'
LOT 5	91.32'
LOT 6	91.32'
LOT 7	91.32'
LOT 8	91.32'
LOT 9	91.32'
LOT 10	91.32'
LOT 11	91.32'
LOT 12	91.32'
LOT 13	91.32'
LOT 14	91.32'
LOT 15	91.32'
LOT 16	91.32'
LOT 17	91.32'
LOT 18	91.32'
LOT 19	120.2'
LOT 20	111.20'
LOT 21	131.32'
LOT 22	110.711111111111'
LOT 23	120.2'
LOT 24	91.32'
LOT 25	91.32'
LOT 26	91.32'
LOT 27	91.32'
LOT 28	91.32'
LOT 29	91.32'
LOT 30	91.32'
LOT 31	91.32'
LOT 32	91.32'
LOT 33	91.32'
LOT 34	91.32'
LOT 35	91.32'
LOT 36	91.32'

Attachment: Extraterritorial Preliminary Plat - Hidden Ackers - Plan Commission Report (7209 : Recommendation from Plan Commission to

COMPREHENSIVE PLAN: Not in the city of De Pere, however identified as “Mixed Uses” in the Lawrence Comprehensive Plan.

APPLICANT/OWNER NAME:	Randall J. Oettinger, PLS Authorized Representative Mach IV Engineering 2260 Salscheider Court Green Bay, WI 54313	NAZCR TRC LLC Property Owner ATTN: Pat Kaster 2170 Velp Avenue Green Bay, WI 54303
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SITE HISTORY: After a review of air photographs, it was evident that the property has been used for agricultural purposes with wooded areas since 1938. The property is on French Road, which is a frontage road to I-41. The property is part of the original “Subdivision of Williams Grant.”

The proposed land division falls entirely within the Town of Lawrence sewer service area. The site has environmentally significant areas (ESA), including steep slopes, a non-navigable waterway, floodway, floodplain, wetlands and related ESA setbacks. The ESA concerns on the plat will be addressed by the Brown County Planning Commission.

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

- The property has three outlots that are being dedicated to the Town of Lawrence
 - Outlots 1 & 2 are for vegetative buffers between the development and I-41
 - Outlot 3 is for storm water management
- The 35 lots are intended for single family residential development
- The street pattern provides a connection to French Road and a future connection to City owned land to the south
- Because the City of De Pere owned land to the south does not have direct access to French Road, it is strongly recommended that the developer work with both the City of De Pere and the Town of Lawrence regarding shared sewer, water, and other utility connections, as well as street connections, in order to accommodate the subject land division and future land divisions located to the south
- The plat limits access for two pieces of adjacent City owned land that appear developable. However, the ability to develop is severely limited due to ESA's, floodplains and municipal property lines

ADJACENT CITY OWNED AREAS WHERE DEVELOPMENT IS LIMITED



The original parcels are 28.8 acres in size. All of the proposed developable lots exceed the minimum 75 feet of street frontage and minimum 8,000 square feet of lot area that is required by the City of De Pere. The street frontage and lot size has already been approved by the Town of Lawrence.

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

REVIEW PROCESS:

For extraterritorial preliminary plat petitions, the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews preliminary extraterritorial plats. The Common Council is expected to review the City plat on Tuesday, August 7, 2018.

**STAFF
RECOMMENDATION:**

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

1. Meeting all other state and local regulations, including the Town of Lawrence, City of De Pere, and Brown County Planning Commission.
2. It is strongly recommended that the City of De Pere and the Town of Lawrence work together regarding shared sewer, water, and other utility connections, as well as street connections, in order to accommodate the subject land division and future land divisions located to the south.

	CITY OF DE PERE		Fee: \$ 2862.00
	APPLICATION FOR PLAT REVIEW		Receipt #: 134265
	JUL - 5 2018 PLANNING DEPT.		Date: 7-05-18

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) Mach IV Engineering & Surveying	Authorized Representative Randy Oettinger	Title Land Surveyor	
Mailing Address 2260 Salsche	City Green Bay	State WI	ZIP Code 54313
Email Address roettinger@machiv.com	Phone Number (incl. area code) 920 569-5765	Fax Number (incl. area code) 920 569-5767	

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

Name (Ind. Org. or Entity) NAZCR TRAC LLC	Contact Person Pat Kaster	Title Owner	
Mailing Address 2170 Velp Av	City Green Bay	State WI	ZIP Code 54303
Email Address patkaster@riv.com	Phone Number (incl. area code) 920 497-5090	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description French Road	Parcel No. L-444 & L-446
--	-----------------------------

SECTION 4: Plat Review

Review Type:	☒ Preliminary Plat ☐ Final Plat	
Fee:	Preliminary Plat Fee: \$278 + (38 # of lots x \$68) Final Plat Fee: \$195	\$2,862
Present Use of Parcel:	Agriculture	
Proposed Use of Lots:	Residential	

Please submit 1 hard copy and 1 PDF copy of the Plat 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) Randall J. Oettinger	Title Land Surveyor	Phone Number 920 712-2324
Signature of Applicant 		Date Signed July 02, 2018

TO BE COMPLETED BY CITY STAFF

Plat Review authorized by the De Pere Municipal Code, Chapter 46.





DEVELOPER:
NAZCR TRAC LLC
C/O PAT KASTER
2170 VELP AVENUE, SUITE 106
GREEN BAY, WISCONSIN 54303
920-497-5090

NOTES:

- 1) TOTAL AREA OF "HIDDEN ACKERS", PRELIMINARY PLAT=1,284,927 S.F. / 28.67 AC.
- 2) FRONT YARD SETBACK IS 30' FOR ALL LOTS.
- 3) REAR YARD SETBACK IS 25' FOR LOTS NOT INCLUDED WITHIN AN ESA.
- 4) SIDEYARD SETBACK IS 10' FOR ALL LOTS.
- 5) OUTLOT 3 IS RESERVED FOR STORMWATER PURPOSES.
- 6) FLOODPLAIN MAPPING BASED OF FEMA FIRM MAP #55009C0242F.
- 7) ASSURED WETLAND DELINEATION BY CHAD FRADETTE-MACH IV ENGINEERING & SURVEYING, DATED OCTOBER 17, 2017.

- ☉ 2.38" (O.D.) X 18" IRON PIPE
WEIGHING 3.65 LBS/LIN. FOOT SET
- 1" IRON PIPE FOUND
- ☉ 1" IRON PIPE W/ CAP FOUND

- ALL OTHER LOT CORNERS MARKED WITH
A 1.13" (O.D.) X 18" IRON PIPE W / CAP
WEIGHING 1.68 LBS/LIN. FOOT.
- ALL LINEAR MEASUREMENTS HAVE BEEN
MADE TO THE NEAREST HUNDREDTH OF
A FOOT.
- ALL DISTANCES ON CURVES ARE ARC LENGTHS.


 30' - ALL DISTANCES ON CURVES ARE ARC LENGTH

 30' BUILDING SETBACK (UNLESS NOTED)

 12' UTILITY EASEMENT (UNLESS NOTED)

	CONTOUR LINE
()	RECORDED AS
D.T.T.P.	DEDICATED TO THE PUBLIC (SEE NOTE 1, ON PAGE 2)
	WETLANDS AS DELINEATED BY MACH IV ENGINEERING & SURVEYING, DATED . WETLAND CONCURRENCE LETTER DATED

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

Certified _____, 20____

Department of Administration

Packet Pg. 18

- A PRELIMINARY PLAT OF-
HIDDEN ACKERS

PART OF LOT 65 AND LOT 66 OF WILLIAMS GRANT SUBDIVISION, TOWN OF
LAWRENCE, BROWN COUNTY, WISCONSIN.

CERTIFICATE FOR THE TOWN OF LAWRENCE

APPROVED FOR THE TOWN OF LAWRENCE THIS ____ DAY OF _____, 20____.

TOWN OF LAWRENCE ADMINISTRATOR

CERTIFICATE FOR THE CITY OF DEPERE

APPROVED FOR THE CITY OF DEPERE THIS ____ DAY OF _____, 20____.

CITY CLERK-TREASURER

BROWN COUNTY PLANNING COMMISSION

APPROVED FOR THE BROWN COUNTY PLAN COMMISSION THIS ____ DAY OF _____, 20____.

DAN TEATERS
SENIOR PLANNER

TOWN OF LAWRENCE TREASURER'S CERTIFICATE

AS DULY ELECTED TOWN TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT AS OF THE DATES LISTED BELOW.

JENNIFER MESSERSCHMIDT DATE
TOWN TREASURER

BROWN COUNTY TREASURER'S CERTIFICATE

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

PAUL ZELLER DATE
BROWN COUNTY TREASURER

SURVEYOR'S CERTIFICATE

I, RANDALL J. OETTINGER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:
THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236, WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF THE TOWN OF LAWRENCE AND THE BROWN COUNTY PLANNING COMMISSION AND UNDER THE DIRECTION OF THE OWNERS LISTED HEREON, I HAVE SURVEYED, DIVIDED AND MAPPED "HIDDEN ACKERS", AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED AND IS PART OF LOT 65 AND LOT 66 OF WILLIAMS GRANT SUBDIVISION, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 65 OF WILLIAMS GRANT SUBDIVISION; THENCE N46°24'09"E, 530.00 FEET ALONG THE LINE BETWEEN SAID SOUTHWEST CORNER OF LOT 65 AND BROWN COUNTY SURVEY ID POINT #C62.1; THENCE S52°17'27"E, 306.29 FEET ALONG THE NORTH LINE OF SAID LOT 65 TO THE SOUTH RIGHT OF WAY LINE OF THE U.S. HIGHWAY 41 FRONTAGE ROAD (A.K.A. FRENCH ROAD) AND THE POINT OF BEGINNING; THENCE CONTINUING S52°17'27"E, 1103.63 FEET ALONG SAID LINE; THENCE S32°10'14"E, 319.18 FEET ALONG A WEST LINE OF LOT 1 OF VOLUME 52, CERTIFIED SURVEY MAPS, PAGE 6 (DOCUMENT #2277866-MAP #7562), BROWN COUNTY RECORDS; THENCE S37°51'49"W, 250.00 ALONG SAID MAP; THENCE N52°06'08"W, 300.00 FEET ALONG SAID MAP; THENCE S37°51'49"W, 697.13 FEET ALONG SAID MAP; THENCE N51°52'27"W, 1103.57 FEET ALONG THE SOUTH LINE OF LOT 66 OF WILLIAMS GRANT SUBDIVISION, SAID LINE ALSO BEING THE NORTH LINE OF OUTLOT 1 OF VOLUME 40, CERTIFIED SURVEY MAPS, PAGE 188 (DOCUMENT #1742175-MAP #8094), BROWN COUNTY RECORDS; THENCE N37°51'34"E, 760.90 FEET ALONG THE SOUTH LINE OF SAID FRONTAGE ROAD RIGHT OF WAY; THENCE S52°00'00"E, 30.00 FEET ALONG SAID RIGHT OF WAY; THENCE N37°51'59"E, 110.00 ALONG SAID RIGHT OF WAY; THENCE N52°00'00"W, 30.00 FEET ALONG SAID RIGHT OF WAY; THENCE N37°51'36"E, 177.01 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,248,927 S.F. \ 28.67 AC., MORE OR LESS.
ROAD DEDICATION CONTAINS 179,781 SQUARE FEET/ 4.13 ACRES, MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

RANDALL J. OETTINGER PLS-2349
DATE: MAY 07, 2018
REVISED JUNE 05, 2018 (ROAD ENTRANCE)

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

NAZCR TRAC 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 ON HIDDEN ACKERS TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. NAZCR TRAC 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:

TOWN OF LAWRENCE
CITY OF DEPERE
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID NAZCR TRAC LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY PATRICIA A. KASTER AND DENNIS P. LAYDEN, ITS MANAGING MEMBERS, ON THIS ____ DAY OF _____, 20____.

PATRICIA A. KASTER DENNIS P. LAYDEN
MANAGING MEMBER - NAZCR TRAC LLC MANAGING MEMBER - NAZCR TRAC LLC

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20____, THE ABOVE NAMED MANAGER OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH MANAGER AS THE DEED OF SAID LIMITED LIABILITY COMPANY, BY ITS AUTHORITY.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

NOTES:

- 1) ALL ROADS WITHIN THE PLAT BOUNDARY ARE DEDICATED TO THE PUBLIC (D.T.T.P.).
- 2) SIDE YARD SETBACK IS 10 FEET FOR ALL LOTS.
- 3) REAR YARD SETBACK IS 25 FEET FOR LOTS.

4) THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, "WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK" TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE VILLAGE HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES.

5) LOTS 8, 9, 15, 16, 17, 18, 19, 20, OUTLOT 1, OUTLOT 2 AND OUTLOT 3 INCLUDE WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORPS OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE LOCAL MUNICIPALITY'S ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

6) FLOOD INFORMATION FROM FEMA FLOOD PANEL #55009C0242F.

7) WETLANDS DELINEATED BY MACH IV ENGINEERING & SURVEYING, REPORT DATED OCTOBER 17, 2017.

8) THE 10' ACCESS EASEMENTS ON LOTS 12 AND 13, ADJACENT TO OUTLOT 3, ARE TO REMAIN CLEAR OF OBSTRUCTIONS AND VEGETATION IN ORDER TO ALLOW A CLEAR AND UNOBSTRUCTED ROUTE FOR STORMWATER MAINTAINANCE ACCESS.

RESTRICTIVE COVENANTS

- 1) OUTLOT 3 IS DEDICATED TO THE TOWN OF LAWRENCE FOR STORM WATER SEWER AND DRAINAGE.
- 2) OUTLOT 1 AND 2 ARE DEDICATED TO THE TOWN OF LAWRENCE.

3) 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.

4) LOTS 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, OUTLOT 1, OUTLOT 2 AND OUTLOT 3 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES WETLANDS, ALL LAND WITHIN 35 FEET OF WETLANDS 2 ACRES OR GREATER, NAVIGABLE WATERWAYS, ALL LAND WITHIN 75 FEET OF THE ORDINARY HIGH WATER MARK OF NAVIGABLE WATERWAYS, AND STEEP SLOPES OF 20% OR GREATER ASSOCIATED WITH ANY FOREMENTIONED WATER OR NATURAL RESOURCE FEATURES AND A 20- FOOT SETBACK FROM TOP AND BOTTOM OF STEEP SLOPES. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

UTILITY EASEMENT PROVISIONS (ELECTRIC, NATURAL GAS, AND COMMUNICATIONS)

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY:

NAZCR TRAC LLC, A LIMITED LIABILITY COMPANY, GRANTOR, TO:

THE TOWN OF LAWRENCE, GRANTEE;
WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, GRANTEE;
NORTHEAST TELEPHONE COMPANY, LLC, GRANTEE;
WISCONSIN BELL INC., D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION, GRANTEE;
BROWN COUNTY C-LEG, LLC, 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 AREAS" 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, THERON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. 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 AREAS" 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.

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

WDNR NOTES:

- * THE PARCEL HAS MAPPED WETLANDS AND/OR WETLAND INDICATOR SOILS PRESENT. IF THE CURRENT OR FUTURE LANDOWNER HAS PLANS FOR LAND DISTURBANCE, CONSTRUCTION WORK, GRADING/FILLING, ETC., THE FIRST STEP IS FOR THE LANDOWNER TO HIRE A WETLAND PROFESSIONAL TO REVIEW THE AREA FOR THE PRESENCE OF WETLANDS, A PROJECT THAT RESULTS IN FILLING OF WETLANDS (THROUGH LAND DISTURBING ACTIVITIES) WILL NEED TO COMPLY WITH WETLAND REGULATIONS. FOR MORE INFORMATION ON WETLANDS, PLEASE VISIT [HTTP://DNR.WI.GOV/TOPIC/WATERWAYS/CONSTRUCTION/WETLANDS.HTML](http://DNR.WI.GOV/TOPIC/WATERWAYS/CONSTRUCTION/WETLANDS.HTML).
- * A PUBLIC (NAVIGABLE) WATERWAY IS LOCATED WEST OF/ON THE PROPERTY. THIS WATERWAY ALSO CARRIES THE ASNRI DESIGNATION (AREA OF SPECIAL NATURAL RESOURCE INTEREST). SPECIFICALLY, THIS DESIGNATION WOULD MEAN THAT ANY REGULATED WATERWAY (CH. 30) ACTIVITIES ARE NOT ELIGIBLE FOR AN EXEMPTION - A PERMIT IS REQUIRED IF THE PROPOSED WORK INCLUDES REGULATED WATERWAY ACTIVITIES. PERMITS MAY BE REQUIRED FOR PROPOSED PROJECTS IN/AROUND A PUBLIC WATERWAY. FOR MORE INFORMATION ON WATERWAY ACTIVITIES, PLEASE VISIT THE DEPARTMENT'S HOMEPAGE O WETLAND/WATERWAY ACTIVITIES AT [HTTP://DNR.WI.GOV/TOPIC/WATERWAYS/](http://DNR.WI.GOV/TOPIC/WATERWAYS/).
- * FOR PLANNED LAND DISTURBANCES OVER 1 ACRE, PLEASE VISIT [HTTP://DNR.WI.GOV/TOPIC/STORMWATER/](http://DNR.WI.GOV/TOPIC/STORMWATER/) TO LEARN IF YOU NEED A STORM WATER CONSTRUCTION SITE PERMIT.
- * FOR FEDERAL WETLAND REGULATIONS, PLEASE CONTACT THE ARMY CORPS OF ENGINEERS AT 920-448-2824 TO LEARN IF A FEDERAL WETLAND APPROVAL IS REQUIRED FOR SITE DEVELOPMENT.

OFFICE OF THE REGISTER OF DEEDS
BROWN COUNTY, WISCONSIN

RECEIVED FOR RECORD _____, 20____

AT _____ O'CLOCK ____ M AND RECORDED AS

DOCUMENT # _____ IN

VOLUME ____ OF _____ ON PAGE ____

CHERYL BERKEN, REGISTER OF DEEDS

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

Certified _____, 20____

Department of Administration



ENGINEERING • SURVEYING • ENVIRONMENTAL

2260 Salscheider Court Green Bay, WI 54313
PH: 920-569-5765; Fax: 920-569-5767
www.mach-iv.com

NAZCR TRAC LLC

HIDDEN ACKERS

PRELIMINARY PLAT

REVISION DESCRIPTION

NO.

DATE: MAY 07, 2018

DRAFTED BY: RJO

CHECKED BY:

PROJECT NO.: 1101-01-16

DRAWING
NUMBER

1384

SHEET NUMBER

2

OF 2

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve a Proposed Extraterritorial One Lot Certified Survey Map at 3307 Eiler Road in the Town of Rockland (part of Parcel R-306). Submitted by Aaron D. Ballast, PLS, authorized representative for Janssen Living Trust, property owner.

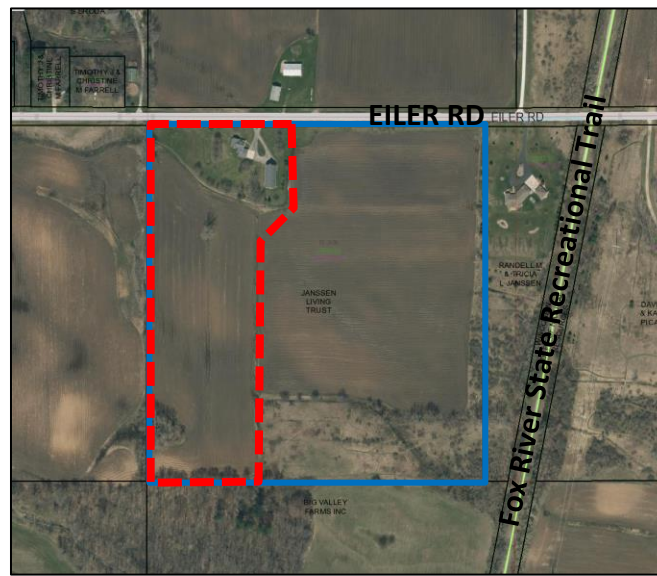
On July 23, 2018, Plan Commission recommended approval by a vote of 4-0, with conditions identified in the report.

ATTACHMENTS:

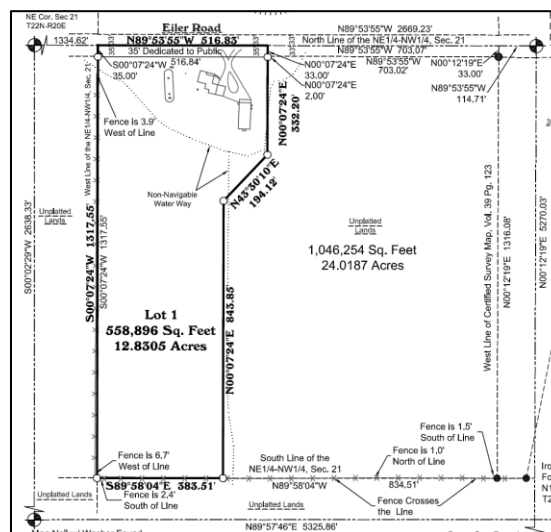
- Extraterritorial CSM - 3307 Eiler RD in Rockland- Plan Commission Report (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

- ITEM 3:** Recommendation regarding a Proposed Extraterritorial One Lot Certified Survey Map at 3307 Eiler Road in the Town of Rockland (part of Parcel R-306). Submitted by Aaron D. Ballast, PLS, authorized representative for Janssen Living Trust, property owner.*

SITE MAP

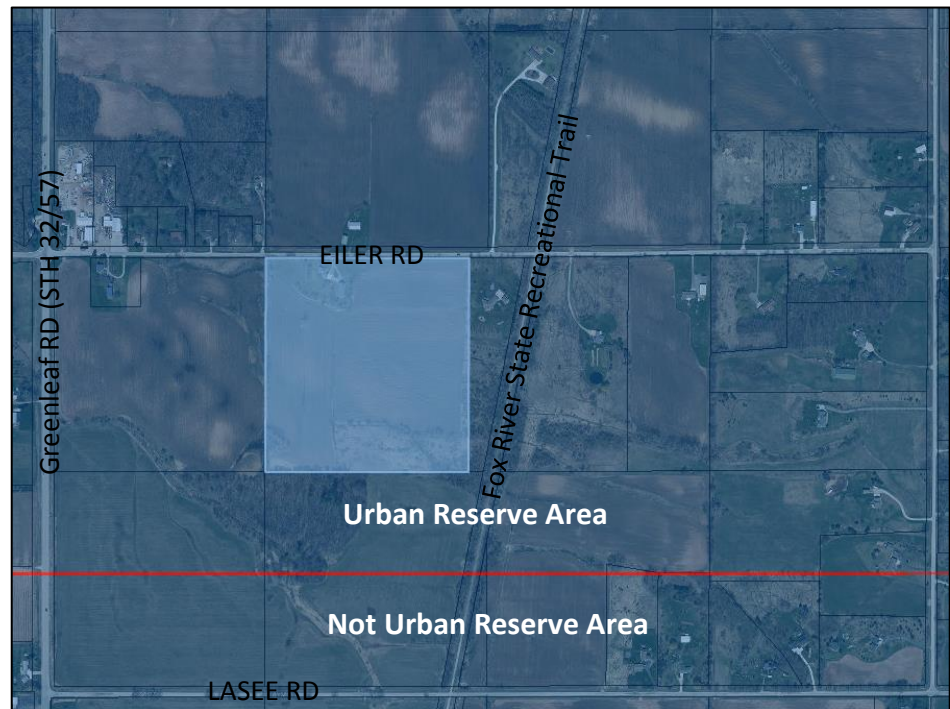


PROPOSED CERTIFIED SURVEY MAP AREA



- REQUESTED ACTION:** Extraterritorial Certified Survey Map Review.
- COMMON DESCRIPTION:** Town of Rockland, located at 3307 Eiler Road, located south and east from the Eiler Road and STH 32/57 intersection.
- PARCEL NUMBER(S):** Part of Parcel R-306

- EXISTING ZONING:** Town of Rockland March 7, 2016 Zoning Map identifies the zoning as "Agricultural-Farmland Preservation (AG-FP)" for Parcel R-306.
- PROPOSED ZONING:** Located in Town of Rockland. Proposed to be rezoned to "Estate Residential 10 Acre (ER-10)" by the Town on August 6, 2018.
- SURROUNDING LAND USES:** Agricultural to the north, south, east, and west.
- COMPREHENSIVE PLAN:** Located in the Town of Rockland. Entire subject area falls within the City's Urban Reserve Area.



- APPLICANT/OWNER:**
- | | |
|---------------------------|------------------------|
| Aaron D. Ballast, PLS | Janssen Living Trust |
| Authorized representative | Randy Janssen, Trustee |
| 2154 Early Street | 3363 Eiler Road |
| Green Bay, WI 54304 | De Pere, WI 54115 |
- SITE HISTORY:**
- After a review of air photographs, the property has been used for agricultural purposes since 1938. A residential structure exists at the northeast end of proposed Lot 1.
- The property is outside of the Sewer Service Area for the Town of Rockland. There are environmentally sensitive areas on proposed Lot 1, including waterways and wetlands. Environmentally sensitive area locations and requirements are verified by Brown County Planning Commission.
- STAFF REVIEW:**
- When reviewing an extraterritorial Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code for

general requirements and design standards, required improvements, and public sites and open spaces. Staff also considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- The site is used for agricultural purposes with a residential structure and farm structure
- The site falls entirely within the City's urban reserve area of extraterritorial review jurisdiction
- The proposed land division will create 1 lot and 1 unplatted remnant
- The lot exceeds the requirements of 10 acre lot size with 300 feet of street frontage
- The unplatted remnant is not part of the CSM review, which is acceptable due to the remnant being greater than 10 acres in size
- Per NR 115.05(1)(a)2., minimum lot size must be 20,000 square feet with 100 feet of frontage when there is no public sewer.

The original parcel is 35.2 acres in size. The proposed Lot 1 on the CSM is 12.8 acres in size with 516.8 feet of street frontage. The remnant unplatted lands is 24.0 acres in size with 703.0 feet of street frontage.

- The proposed Lot 1 exceeds the city requirements for acreage and street frontage. The proposed Lot 1 also meets the Town of Rockland requirements of 150.0 feet of street frontage and 40,000 square feet of lot area, as well as front, side and rear yard setback requirements. If a rezoning to ER-10 by the Town is successful, as proposed on August 10, 2018, the proposed Lot 1 will still meet the Town of Rockland rezoned requirements of 300.0 feet of street frontage and 10 acres of lot area. The CSM is missing a Certificate, on page 5, for the City of De Pere to sign should the land division be approved by Common Council

In summary, the extraterritorial 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 does not impact the Comprehensive Plan negatively. The proposed lot size, street frontage, and setbacks meet acceptable City requirements.

REVIEW PROCESS

For extraterritorial Certified Survey Map petitions the Plan Commission recommends either approval, rejection, or approval with conditions. The Common Council reviews the Plan Commission recommendation and makes the final decision on the Certified Survey Map. The anticipated Common Council review date is August 7, 2018.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the extraterritorial Certified Survey Map and forwarding the map to the Common Council for final approval, subject to:

1. Meeting all other state and local regulations, including the Town of

Rockland and Brown County Planning Commission.

2. Provide a certificate for the City of De Pere with a signature line for Shana Ledvina, City Clerk-Treasurer. Include a section to identify the date of Common Council approval.

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	CITY OF DE PERE RECEIVED JUL 10 2018 PLANNING DEPT. <table style="width: 100%;"> <tr> <td style="width: 60%;">Fee:</td> <td style="width: 40%;">\$ 368.00</td> </tr> <tr> <td>Receipt #:</td> <td>134412</td> </tr> <tr> <td>Date:</td> <td>7-10-18</td> </tr> </table>	Fee:	\$ 368.00	Receipt #:	134412	Date:	7-10-18
Fee:	\$ 368.00							
Receipt #:	134412							
Date:	7-10-18							

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) Aaron Ballast		Authorized Representative	
Mailing Address 2154 Early Street		City Green Bay	State WI
Email Address tnt-pls@tntsurveyors.com		Phone Number (incl. area code) 920-406-1477	ZIP Code 54304
		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	
Mailing Address 3363 Eiler Road		City De Pere	State WI
Email Address rjanssen003@gmail.com		Phone Number (incl. area code) 920-6608446	ZIP Code 54115
		Fax Number (incl. area code)	
SECTION 3: Project or Site Location			
Project Address/Description 3307 Eiler Road, Part of the NE1/4 NW1/4, Sec 21, T22N-R20E, Town of Rockland			Parcel No. R-306
SECTION 4: CSM Information			
Existing Zoning:	Farmland Preservation, In the process of rezoning to RE-10		
Present Use of Parcel:	Farm house is being rented, land is being rented for crops.		
Proposed Use of Lots:	Residential/Hobby Farm		
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 Surveyor	Phone Number 920-406-1477
Signature of Applicant 		Date Signed 7/10/2018	

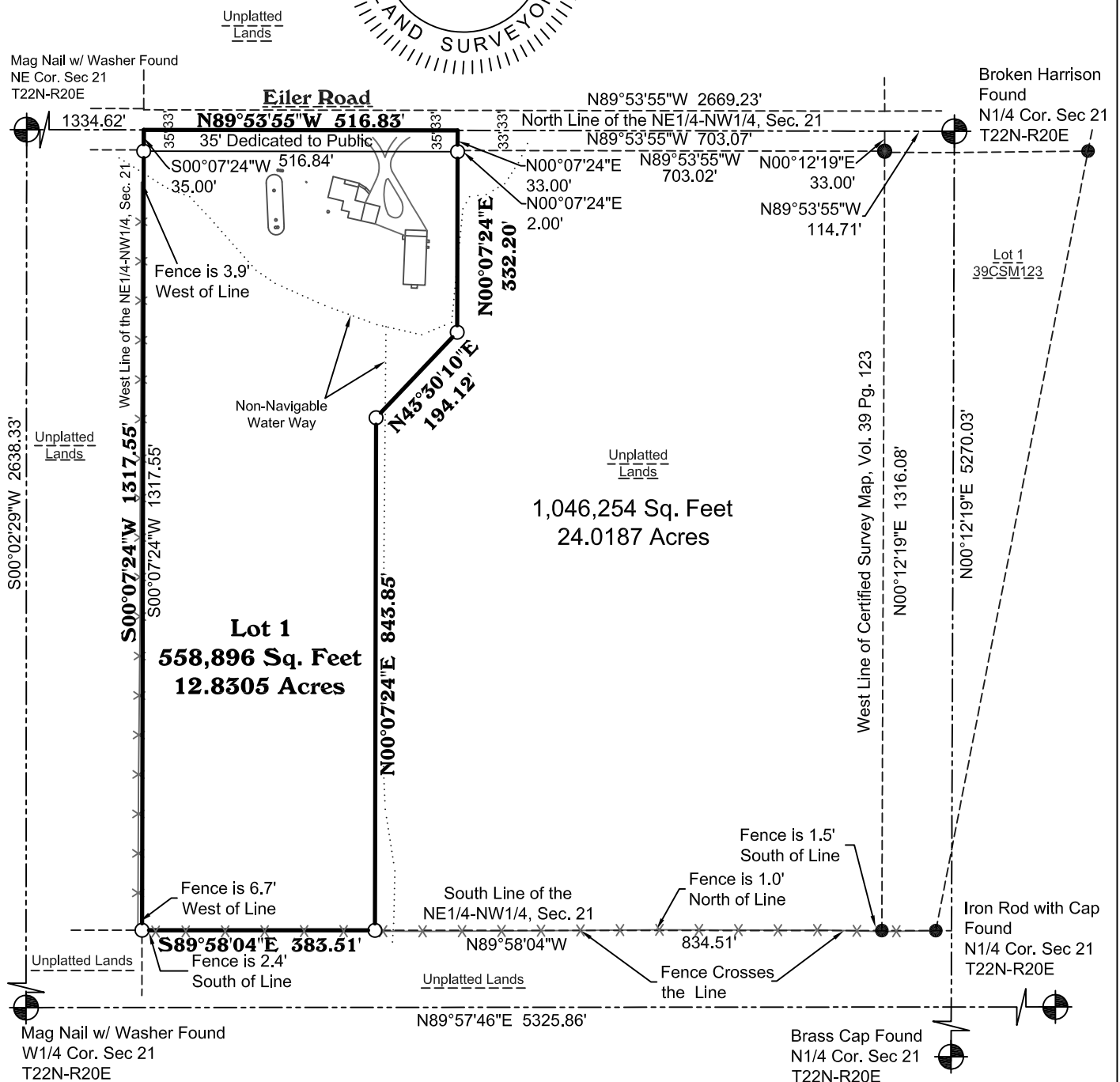
TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.

Attachment: Application Form (7211 : Recommendation from Plan Commission to approve a Proposed Extraterritorial One Lot Certified Survey)

CERTIFIED SURVEY MAP

A circular professional seal for a Wisconsin Land Surveyor. The outer ring contains the text "WISCONSIN" at the top and "LAND SURVEYOR" at the bottom, separated by two five-pointed stars. The inner circle contains the following text: "AARON D. BALLAST", "S-2880", "GREEN BAY,", and "WISCONSIN". The seal is surrounded by a decorative border of short, radiating lines.



Owners: Janssen Living Trust
Address: 3307 Eiler Road
Parcel: R-306

Building Setbacks

Front Yard:	40'
Side Yard:	50'
Rear Yard:	50'



Bearings referenced to the North line of the of
the Northeast 1/4-Northwest 1/4, Sec. 21,
published to bear N89°53'55"W.

-  US Public Land Corner by Brown County as noted.
 1" by 18" Iron pipe weighing 1.13# per linear foot set.
 1" Iron pipe found
 12' Utility Easement
 40' Building Setback

Scale: 1"=250'

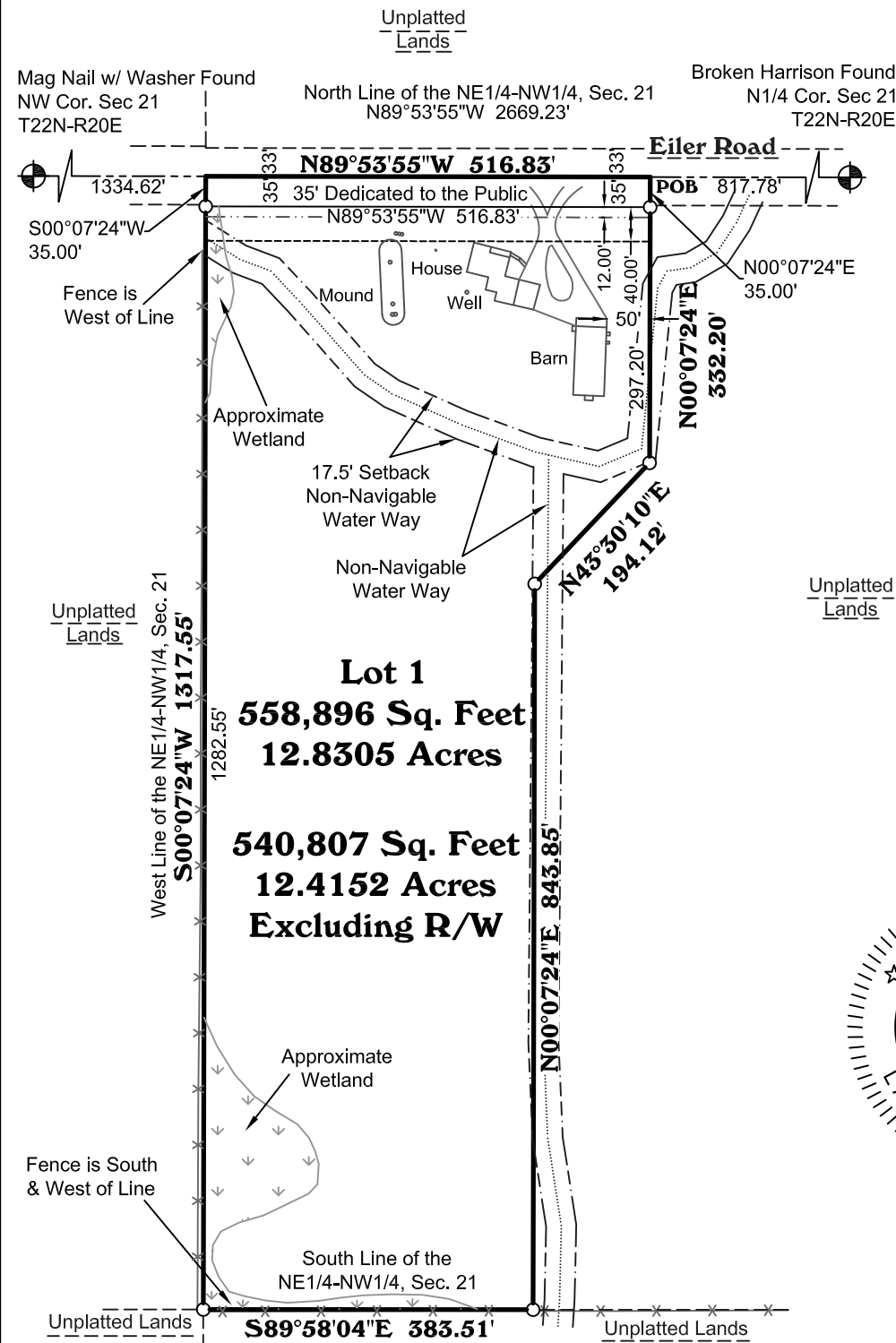


Sheet 1 of 5

Preliminary

CERTIFIED SURVEY MAP

Part of the Northeast 1/4 of the Northwest 1/4, Section 21, Town 22 North, Range 20 East, Town of Rockland, Brown County, Wisconsin.



TNT
Professional Land
SURVEYORS Inc.
2154 Early Street
Green Bay, WI 54304
(920)406-1477
Job # 0518-108

Owners: Janssen Living Trust
Address: 3307 Eiler Road
Parcel: R-306

Building Setbacks
Front Yard: 40'
Side Yard: 50'
Rear Yard: 50'

Bearings referenced to the North line of the of the Northeast 1/4-Northwest 1/4, Sec. 21, published to bear N89°53'55"W.

- US Public Land Corner by Brown County as noted.
- 1" by 18" Iron pipe weighing 1.13# per linear foot set.
- 12' Utility Easement
- 40' Building Setback



Scale: 1"=200'



Attachment: Preliminary CSM (7211 : Recommendation from Plan Commission to approve a Proposed Extraterritorial One Lot Certified Survey)

Preliminary

CERTIFIED SURVEY MAP

Part of the Northeast 1/4 of the Northwest 1/4, Section 21, Town 22 North,
Range 20 East, 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 part of the Northeast 1/4 of the Northwest 1/4, Section 21, Town 22 North, Range 20 East, Town of Rockland, Brown County, Wisconsin bounded and described as follows:

Commencing at the North 1/4 corner of Section 21, Town 22 North, Range 20 East, thence N89°53'55"W a distance of 817.78 feet along the north line of the Northeast 1/4 of Northwest 1/4 of said said Section 21 to the Point of Beginning; thence N89°53'55"W a distance of 516.83 feet continuing along said north line to the west line of said Northeast 1/4 of Northwest 1/4; thence S00°07'24"W a distance of 1317.55 feet along said west line to the south line of said Northeast 1/4 of Northwest 1/4; thence S89°58'04"E a distance of 383.51 feet along said south line; thence N00°07'24"E a distance of 843.85 feet; thence N43°30'10"E a distance of 194.12 feet; thence N00°07'24"E a distance of 332.20 feet to the Point of Beginning; having an area of 558,896 square feet (12.8305 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 _____, 2018

Dated this _____ day of _____, 2018

Aaron D. Ballast, S-2880-008

RESTRICTIVE COVENANTS

- 1. The land on all lot lines shall be graded by the subdivider and maintained by the property owner 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.

NOTES

- 1. The wetlands are approximate on Lot 1 due to the large size of the lot and the location of the wetland and ESA. The wetland and ESA boundary shall be properly identified by the affected landowner, and delineated by the appropriate regulatory agency should any development on Lot 1 occur near or within the wetland or ESA. Any WDNR-approved wetland delineation report/map, along with the approval letter, shall be submitted to Brown County Planning Commission for verification.
- 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.



Preliminary

CERTIFIED SURVEY MAP

Part of the Northeast 1/4 of the Northwest 1/4, Section 21, Town 22 North,
Range 20 East, 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 _____ 2018, 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 _____



Preliminary

CERTIFIED SURVEY MAP

Part of the Northeast 1/4 of the Northwest 1/4, Section 21, Town 22 North,
Range 20 East, 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 _____, 2018.

Dan Teaters, Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER
As the duly appointed Brown County Treasurer, I hereby certify that the records in my office show no unpaid taxes or special assessments affecting any of the lands included in this Certified Survey Map.

Paul D. Zeller, Brown County Treasurer Date

UTILITY EASEMENT PROVISION
An easement for electric, natural gas, and communications service is hereby granted by Randall M. Jansse, 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.



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Recommendation from the Board of Park Commissioners to Approve \$1,000 Donation from De Pere Area Men's Club for Tables & Furniture at the Community Center.

The Board of Park Commissioners, at the July 19, 2018 meeting, approved accepting a \$1,000 donation from the De Pere Area Men's Club for tables and furniture at the Community Center and moved to send it to Common Council for approval. The motion passed unanimously, with a 5-0 vote.

The De Pere Community Center received a \$1,000 donation from the De Pere Area Men's Club to be used to assist in the acquisition of tables and furniture for the lower level of the De Pere Community Center. Projected replacement costs is approximately \$30,000 so staff recommends accepting this donation from the De Pere Area Men's Club. Our department is truly grateful for all of their support to our programs and our facility.

Thank you for your time and consideration.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Recommendation from the Board of Park Commissioners to Approve the Donations from Brown County Community Women's Club.

The Board of Park Commissioners, at the July 19, 2018 meeting, approved accepting the \$500 and \$1,000 donations from the Brown County Community Women's Club and moved to send it to Common Council for approve. The motion passed unanimously with a 5-0 vote.

The De Pere Parks, Recreation & Forestry Department recently received two donations from the Brown County Community Women's Club. The first donation of \$500 would be applied towards our Recreation Scholarship Fund. The second donation is for \$1,000 which would be used to assist in the acquisition of tables and furniture on the lower level of the Community Center.

Staff recommends accepting both donations from the Brown County Community Women's Club. Our department is grateful to the BCCWC for their support in assisting residents of Brown County and helping make a difference in for those in need of our services.

Thank you for your time and consideration.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Recommendation from the Board of Park Commissioners to Approve \$25,000 Donation from Anonymous Donor for Tables, Chairs & Furniture at the Community Center

The Board of Park Commissioners, at the July 19, 2018 meeting, approved accepting a \$25,000 donation from an anonymous donor for tables, chairs and furniture at the Community Center, and moved to send it to Common Council for approval. The motion passed unanimously with a 5-0 vote.

Staff has been notified that an anonymous donor would like to donate \$25,000 towards the purchase of tables and furniture for the De Pere Community Center. The donor has specified that the donation go towards replacing the tables on the lower level of the Community Center as well as chairs and furniture in the lounge area.

Staff has solicited quotes from 3 companies and will be ordering round, rectangle and square tables with flip top bases through Emmons Business Interiors. These tables will provide a lot better ease of use for set up and take down for staff and rentals as well as protect the new floor from scratches and damage.

Donations have been coming in slowly for this project so we are very fortunate to receive this gracious donation. Staff recommends accepting this donation from an anonymous donor.

Thank you for your time and consideration.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Approve the Final Design of the Aquatic Center.

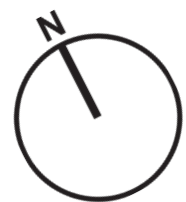
The Board of Park Commissioners, at the July 19, 2018 meeting, approved the Final Design of the Aquatic Center, and moved to send it to Common Council for approval. The above motion passed unanimously with a 6-0 vote.

Included in your packet is the final design and cost opinions of the Aquatic Center, which is based off the Park Board recommendations from our past meeting. We are still waiting for the final Master Plan display and we hope to have it for you at our meeting.

ATTACHMENTS:

- 2018-06-29_VFW Park Concept (PDF)
- De Pere Aquatic Center Bathhouse Floor Plan (PDF)
- De Pere AC_Final Concept Plan Cost Opinions_18-0712 (PDF)
- pool 1(JPG)
- pool 2(JPG)
- pool 3(JPG)
- pool 4(JPG)
- pool 5(JPG)
- pool 6(JPG)
- pool 7(JPG)
- pool 8(JPG)
- pool 9(JPG)
- pool 10 (JPG)
- pool 11 (JPG)

CONCEPTUAL PLAN



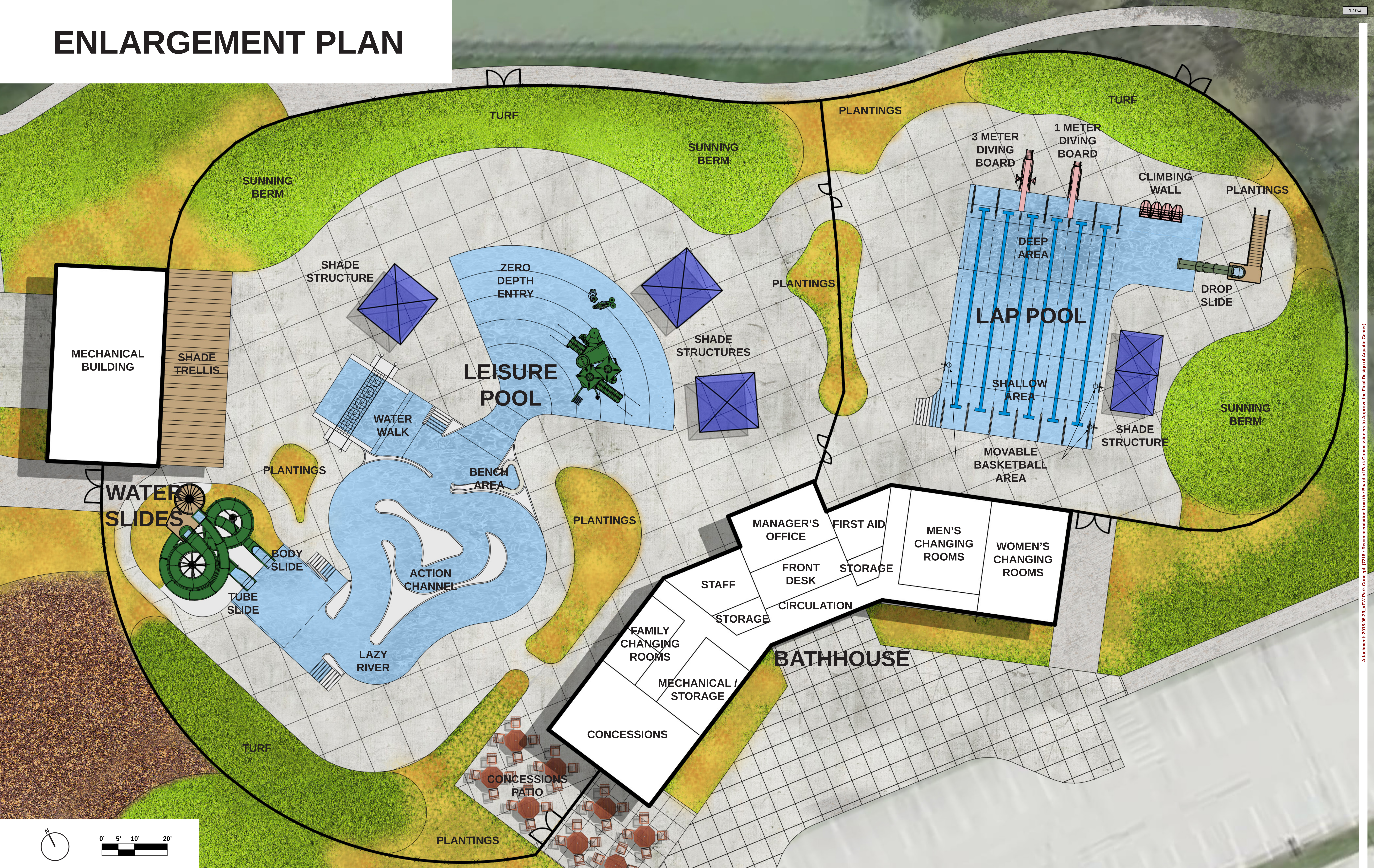
0' 15' 30' 60'



De Pere Aquatic Center at VFW Park De Pere, Wisconsin



ENLARGEMENT PLAN





**FINAL CONCEPT PLAN
OPINION OF PROBABLE COST
DE PERE AQUATIC CENTER AT VFW PARK
DE PERE, WI
7/12/18**



ELEMENT	QUANTITY		UNIT COST	COST
<u>Construction</u>				
<u>Site Development/Park</u>				
Demolition of Existing Parking Lot, Misc Site Elements	Allowance	x	\$20,000.00	\$20,000
Erosion Control	Allowance	x	\$5,000.00	\$5,000
Earthwork, Cuts/Fills/Grading	Allowance	x	\$40,000.00	\$40,000
Site Utilities (Excavation & Backfill)	Allowance	x	\$25,000.00	\$25,000
Concrete Sidewalk/Entry Area	24,770 SF	x	\$5.00	\$123,850
Asphalt Drop Off Loop (4" Asph/10" CABG)	1,725 SY	x	\$25.00	\$43,125
Parking/Access Drive Lot Curb and Gutter	1,000 LF	x	\$12.00	\$12,000
Site Electrical/Lighting	Allowance	x	\$33,000.00	\$33,000
Decks and Walkways	28,220 SF	x	\$8.00	\$225,760
Deck Drainage	25,398 SF	x	\$3.00	\$76,194
Turf & Irrigation	39,560 SF	x	\$2.50	\$98,900
Landscape	Allowance	x	\$40,000.00	\$40,000
Pool Deck Lighting	Allowance	x	\$40,000.00	\$40,000
Perimeter Fence & Interior Barriers	935 LF	x	\$65.00	\$60,775
Subtotal - Site				\$844,000
<u>Architecture</u>				
New Bathhouse	5,834 SF	x	\$225.00	\$1,312,650
Mechanical Building	2,040 SF	x	\$175.00	\$357,000
Octagon Building Renovation	1,350 SF	x	\$75.00	\$101,250
Shade Trellis	1,200 SF	x	\$30.00	\$36,000
Subtotal - Architecture				\$1,807,000
<u>Aquatics</u>				
Leisure Pool	6,475 SF	x	\$250.00	\$1,618,750
Lap Pool	4,235 SF	x	\$230.00	\$974,050
Interactive Water Features	Allowance	x	\$110,000.00	\$110,000
Water Walk	1 EA	x	\$45,000.00	\$45,000
Climbing Wall	4 EA	x	\$15,000.00	\$60,000
Deck Equipment	Allowance	x	\$90,000.00	\$90,000
Diving - 1 meter	1 EA	x	\$28,000.00	\$28,000
Diving - 3 meter	1 EA	x	\$45,000.00	\$45,000
Body Slide	190 LF	x	\$1,000.00	\$190,000
Tube Slide	250 LF	x	\$1,650.00	\$412,500
Drop Slide	1 EA	x	\$100,000.00	\$100,000
Slide Tower	1 EA	x	\$75,000.00	\$75,000
Slide Mechanicals	1 EA	x	\$125,000.00	\$125,000
<u>General Works</u>				
Existing Pool Demolition	8,600 SF	x	\$9.00	\$77,400
Existing Bathhouse Demolition	3,955 SF	x	\$4.00	\$15,820
Existing Mechanical Building Demo	785 SF	x	\$4.00	\$3,140
Existing Pool Decking Demolition	19,015 SF	x	\$2.00	\$38,030
<u>General Items</u>				
Access	3 EA	x	\$9,500.00	\$28,500
Safety Equipment	1 LS	x	\$16,000.00	\$16,000
Testing & Maintenance	1 LS	x	\$9,800.00	\$9,800
Vacuum - Robotic	2 EA	x	\$12,500.00	\$25,000
Vacuum - Manual	2 EA	x	\$6,000.00	\$12,000
Subtotal - Aquatics				\$4,099,000
Subtotal - Estimated Construction Cost				\$6,750,000
Contingency	15%	x	\$6,750,000.00	\$1,012,500
Total Estimated Construction Cost				\$7,762,500



**FINAL CONCEPT PLAN
OPINION OF PROBABLE COST
DE PERE AQUATIC CENTER AT VFW PARK
DE PERE, WI
7/12/18**



ELEMENT	QUANTITY			UNIT COST	COST
<u>Furniture, Fixtures, and Equipment</u>					
<u>Building FFE</u>					
Lockers	200	EA	x	\$175.00	\$35,000
Changing Benches	6	EA	x	\$300.00	\$1,800
Manager's Desk & Chairs, File Cabinets	1	LS	x	\$900.00	\$900
Manager's Computer	1	EA	x	\$2,700.00	\$2,700
Registration Computer	1	EA	x	\$2,700.00	\$2,700
Desktop Printer	2	EA	x	\$500.00	\$1,000
Telephone System	1	LS	x	\$800.00	\$800
Communications/PA System	1	LS	x	\$3,000.00	\$3,000
Server and WiFi Systems	1	LS	x	\$1,000.00	\$1,000
Central Sound System	1	LS	x	\$3,000.00	\$3,000
Staff/Break Room Appliances	1	LS	x	\$2,000.00	\$2,000
Staff/Break Room Lockers	20	EA	x	\$175.00	\$3,500
Staff/Break Room TV	1	EA	x	\$800.00	\$800
Staff/Break Room Tables/Chairs	1	LS	x	\$1,000.00	\$1,000
First Aid Equipment	1	LS	x	\$800.00	\$800
Storage Shelving	15	EA	x	\$150.00	\$2,250
Concessions Equipment	1	LS	x	\$18,000.00	\$18,000
Public Bulletin Board	2	EA	x	\$300.00	\$600
Windows Treatments	1	LS	x	\$1,200.00	\$1,200
Bathhouse Maintenance Equipment (Floor/Sanitizing Equip)	1	LS	x	\$6,000.00	\$6,000
Point of Sale Equipment	Allowance		x	\$75,000.00	\$75,000
Other Misc TV's/Monitors	Allowance		x	\$2,000.00	\$2,000
Miscellaneous Furnishings	Allowance		x	\$2,000.00	\$2,000
Subtotal					\$167,000
<u>Site FFE</u>					
Lounge Chairs	80		x	\$225.00	\$18,000
Lawn Chairs	40		x	\$150.00	\$6,000
Concession Area Tables with Umbrellas/Chairs Set	8		x	\$1,500.00	\$12,000
Trellis Area Tables/Chairs Set	4		x	\$1,500.00	\$6,000
Trash Receptacles - Deck	8	EA	x	\$350.00	\$2,800
Large Shade Structures	3	EA	x	\$9,000.00	\$27,000
Small Shade Structures	2	EA	x	\$3,000.00	\$6,000
Subtotal					\$78,000
<u>Aquatics FFE</u>					
Winterization Plugs and Equipment	1	LS	x	\$1,500.00	\$1,500
First Responder Safety Equipment	1	LS	x	\$2,500.00	\$2,500
Deck Directional and Safety Signage	1	LS	x	\$2,500.00	\$2,500
Subtotal					\$7,000
Total Estimated Fixtures, Furnishings, and Equipment (FFE)					\$252,000
Total Estimated Capital Costs					\$8,014,500
Design/Bidding (8%)	8%		x	\$8,014,500.00	\$641,000
Construction Management (4%)	4%		x	\$8,014,500.00	\$321,000
Total Estimated Project Cost					\$8,976,500

Attachment: De Pere AC_Final Concept Plan Cost Opinions_18-0712 (7218 : Recommendation from the Board of Park Commissioners to



FINAL CONCEPT PLAN
OPINION OF PROBABLE OPERATIONAL COSTS
DE PERE AQUATIC CENTER AT VFW PARK
DE PERE, WI
7/12/18



General Information

ID	Pool	Size (SF)	Capacity
A	Recreation	6475	432
B	Lap	4235	205
C	Slide	200	13
D	Pool 4	0	0
E	Pool 5	0	0

Annual Expenses

<u>Commodity</u>	<u>Cost</u>
Office Supplies	\$ 1,500.00
First Aid	\$ 500.00
Maint & Repair Materials	\$ 2,500.00
Cleaning Supplies	\$ 2,500.00
Uniforms	\$ 750.00
Printing & postage	\$ 1,000.00
Misc	\$ 1,000.00
Subtotal Commodities	\$ 9,750.00

<u>Contract</u>	<u>Cost</u>
Training	\$ 1,200.00
Advertising	\$ 2,800.00
Communications	\$ 2,200.00
Trash Removal	\$ 2,000.00
Services	\$ 1,200.00
Misc.	\$ 750.00
Subtotal Contract	\$ 10,150.00

<u>Chemicals & Utilities</u>	<u>Cost</u>
Electric	\$ 38,621
Water /Sewer	\$ 5,237
Gas	\$ 40,913
Sanitary	\$ 31,748
Chemicals	\$ 3,928
Subtotal Chemical & Utilities	\$ 120,446

<u>Staff</u>	<u>Cost</u>
Manager	\$ 10,944.00
Head Guard	\$ 9,234.00
Lead Instructor	\$ -
WSI	\$ 15,120.00
Lifeguard	\$ 79,992.00
Attendant	\$ 8,064.00
Concessions manager	\$ 5,544.00
Concessions	\$ 9,072.00
Maintenance & Landscape	\$ 11,880.00
Subtotal Staff	\$ 149,850

Maintenance Reserve	2%	\$ 150,000
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Total Annual Operating Cost Opinion	\$ 440,196
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Annual Operating cost /SF	\$40.35
Annual Operating cost per operational day	\$5,240.43

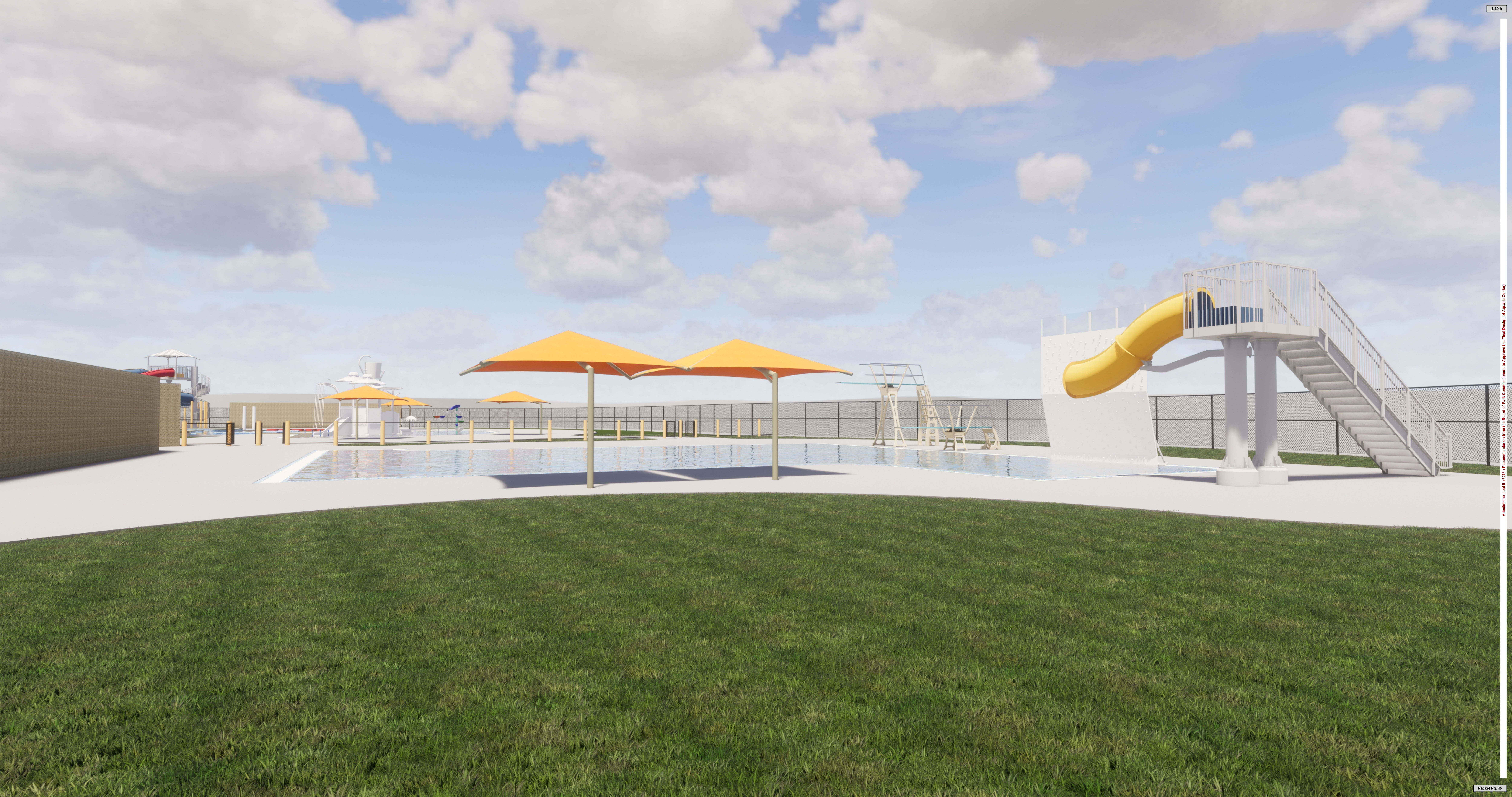
Operations



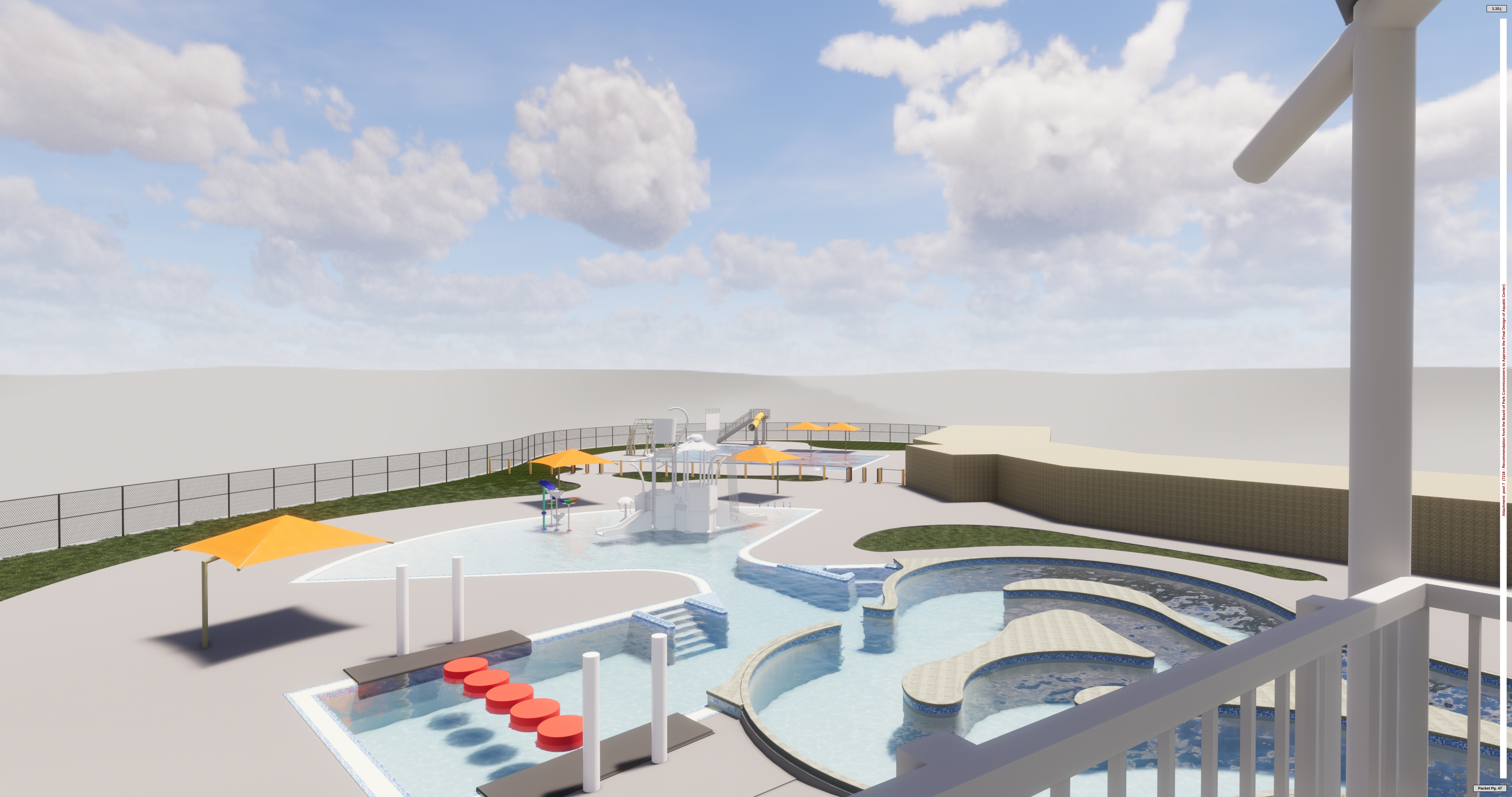






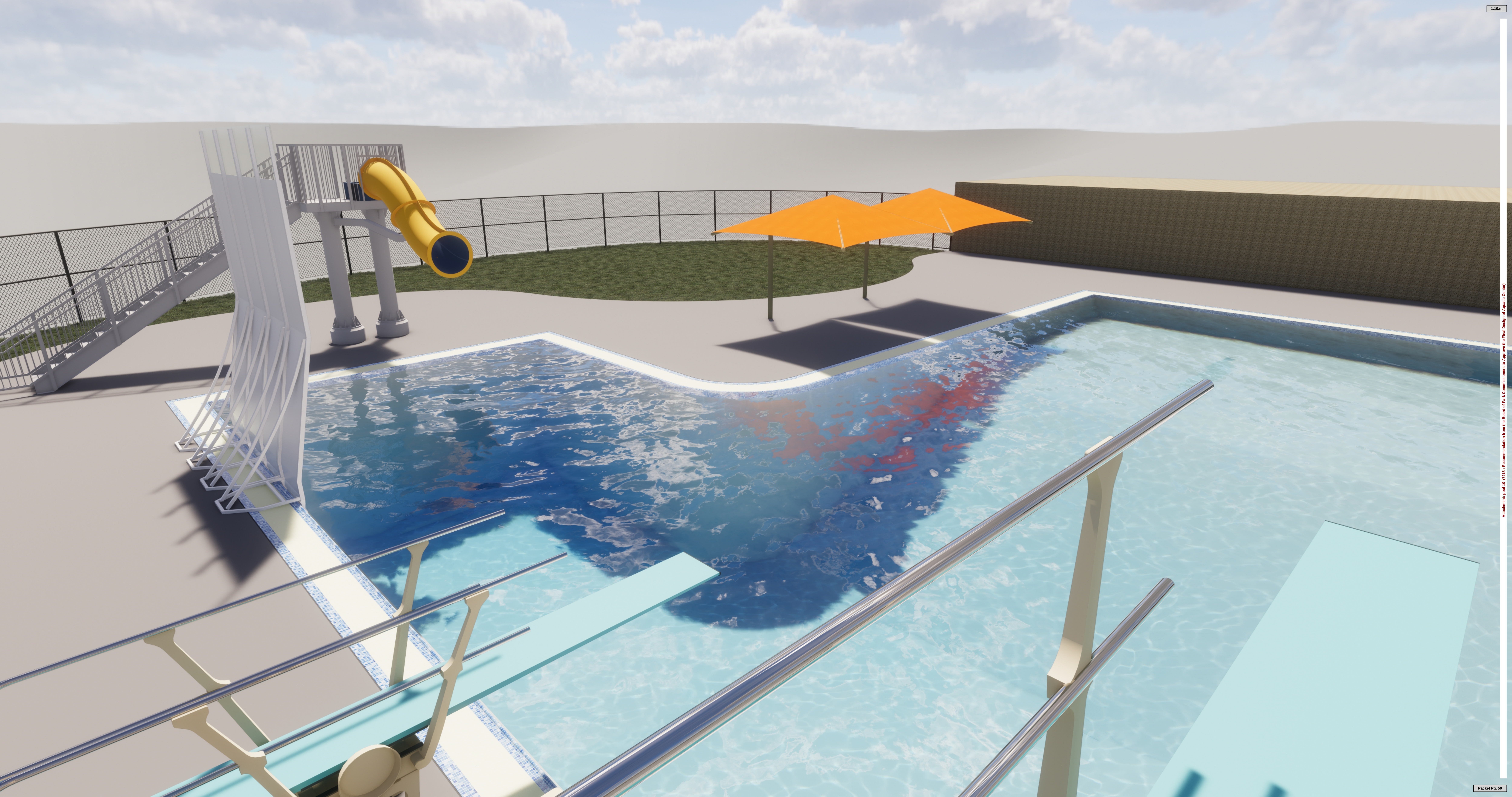














City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a Special Permit Allowing Consumption of Alcohol Beverages on Public Ways. Submitted by Definitely De Pere for Art Walk on Friday, August 10 from 4:00 p.m. - 8:00 p.m.

The requested street closure for the craft beer tent is the west half of the 400 block of George Street (between Broadway and the alley).

ATTACHMENTS:

- Art Walk Permit Request (PDF)



Thursday, August 2, 2018

City of De Pere
335 S Broadway
De Pere WI 54114

Dear Mayor Walsh, Members of the License Committee, and De Pere Alderpersons:

On behalf of Definitely De Pere, I am respectfully requesting that we be granted a special permit allowing consumption of beer and wine outdoors during the downtown Art Walk event on Friday, August 10 from 4:00 pm - 8:00 pm.

We have submitted the necessary special event permit and obtained a temporary liquor license for this event and are working with the Department of Public Works to coordinate the required street closure and site plan.

Art Walk features 30 businesses hosting over 40 artists exhibiting and selling their work. At the event over 1,000 visitors stroll through downtown De Pere, view artwork by local emerging and professional artists, listen to live music, and discover wonderful shops, galleries, and restaurants.

A highlight of this month's event will be the opportunity for patrons to enjoy samples of wine and small bites at select Art Walk stops. This is a fundraising component to Art Walk being organized to help support downtown art initiatives including public art, art and music events, and more. The cost to participate in the wine sampling is \$15.00 and includes 1 ½ ounce wine samples at 12 designated businesses participating in the event. 200 tickets will be sold. We will also be operating a craft beer tent and offering street food.

We look forward to the continued success of the Downtown De Pere Art Walk and our partnership with the City of De Pere. If you have any questions please do not hesitate to contact me.

Best Regards,

Tina Quigley, Executive Director

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Resolution 18-70 Authorizing Facility Use Agreement with Lifelong Learning Institute of the University of Wisconsin – Green Bay and Setting Fees Therefor.

The Board of Park Commissioners, at the July 19, 2018 meeting, approved the fees and recommendation to proceed with the Lifelong Learning Institute Agreement and moved to send it to Common Council for approval. The motion passed unanimously, with a 5-0 vote.

The Lifelong Learning Institute of UWGB has contacted our department to offer outreach programming at the De Pere Community Center for classes starting in the Winter and Spring of 2019. They currently offer off-site programming at many of our surrounding communities - Ashwaubenon, Allouez & Bellevue to name a few. These communities charge a range from \$12 - \$17 per hour to use their facility. Normal class times run 2 - 3 hours in length; fees charged would include time for their set up and clean up. Staff would propose charging \$15/hr. - small room and \$25/hr. - large room w/ kitchen for an average of 2.5-3.5 hours per class per time; the 4 hour minimum would be waived. Currently they would like to offer a Knitting class and a Henna Art class for next winter/spring.

This outreach programming is similar to when NWTC utilized space here at the Community Center. Prices charged in 2013 were \$10/hr. for small room & \$15/hr. for kitchen. The attached agreement has been reviewed by our City Attorney with markups for changes. The agreement is currently being reviewed by counsel for Lifelong Learning at UWGB.

Staff recommends Park Board approve proceeding with the Lifelong Learning Institute agreement at the rates indicated above. It would provide additional learning and enrichment opportunities for members of our community, help promote our facility and add additional revenue for the City when rooms are not being used.

Thank you for your time and consideration.

ATTACHMENTS:

- Reso18-70 (DOCX)
- Law Dept Revision - LLI Agreement (PDF)

RESOLUTION #18-70

AUTHORIZING FACILITY USE AGREEMENT WITH LIFELONG
LEARNING INSTITUTE OF THE UNIVERSITY OF
WISCONSIN – GREEN BAY AND SETTING FEES THEREFOR

WHEREAS, Lifelong Learning Institute (LLI) is a member-led program offering non-credit educational enrichment programs through the University of Wisconsin-Green Bay to adults of all ages; and

WHEREAS, as part of its outreach programming, LLI offers classes and educational programs in various local neighboring communities, and the City wishes to support such educational opportunities for community members by entering into a Facility Use Agreement for the use of City's Community Center for LLI programming at the rate of \$15.00/hour for a small activity room and \$25.00/hour for a large activity room with kitchen facilities; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the LLI Facility Use Agreement for Off-site Venues as is attached as Exhibit A, subject to such changes as deemed necessary by the City Attorney, together with such extensions thereof under substantively similar terms and conditions.

BE IT FURTHER RESOLVED THAT:

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

Resolution #18-XX
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of
August, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____



LLI Facility Use Agreement for Off-Site Venues

Name of Venue: _____

Address: _____

Contract Dates: _____

Rooms needed: _____

Other Provisions: _____

Starting time: _____ Ending time: _____

Number of Persons: _____

Special Arrangements:

- | | |
|--|--|
| ☐ Wireless Internet | ☐ Projector |
| ☐ Podium/Lectern | ☐ Screen |
| ☐ Microphone | ☐ Assistance for technical set-up |
| ☐ Table setup/takedown required by LLI? _____ | |
| ☐ Other _____ | |
| ☐ Other _____ | |

University Contact: Susan Pike
920-465-2391

University Address: Division of Continuing Education & Community Engagement
2420 Nicolet Drive
Green Bay, WI 54311-7001

The preceding information is correct to the best of my knowledge. I have received a copy of the host site's facility use policy and agree to abide by all the regulations and policies set forth. I acknowledge that [ENTER VENUE HERE] _____ have no responsibility, expressed or implied, for any damage or injury arising out of, or connected in any way with the use of the building.

Signed: _____ Date: _____
(Signature of Lessee –Jason Mathwig)

Title: _____
(Lessor Organization)

Signed: _____ Date: _____
(Host/Lessor designee)



ADDENDUM #1
 AGREEMENT BETWEEN [ENTER VENUE HERE] _____ AND UW-GREENBAY
 (LIFELONG LEARNING INSTITUTE)

We, the Lifelong Learning Institute (LLI) at UW-Green Bay, agree to rent up to [TYPE & NUMBER OF SPACES] _____ at [ENTER VENUE HERE] _____ for the [FALL and/or SPRING] semester, [DATES] _____ at the cost of [DOLLAR AMOUNT OF COST] _____, between the hours of [TIME FRAME] _____, [DAYS OF THE WEEK RANGE], up to [NUMBER OF DAYS PER WEEK], and as scheduled.

If additional classroom/meeting space is needed outside of these dates/times, LLI agrees to contact the venue to arrange for additional space and will book if available. Individual bookings outside the general meeting times above will be at the cost of [DOLLAR AMOUNT OF COST] _____, [DAYS OF THE WEEK

RANGE] _____.

In addition, we (LLI) agree to:

Add Change #1 (Language Attached) here

We ask the [ENTER VENUE HERE] _____ do the following:

Any other accommodations will be made on a case by case basis between the LLI Office or LLI Curriculum Committee representative and the venue staff representative.



ADDENDUM #2

To Agreement between [ENTER VENUE HERE] _____ and the
University of Wisconsin-Green Bay

1. The Board of Regents of the University of Wisconsin System, for UW-Green Bay, agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Board of Regents further agrees to hold harmless [ENTER VENUE HERE] _____ for any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the university of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

Similarly, [ENTER VENUE HERE] _____ agrees to hold harmless the University, and all its officers, employees, and the agents from any and all liability, including claims, demands, losses, costs, damages and expenses of every kind and description or damages to persons or property arising out of our in connection with or occurring during the course of this contract, where such liability is founded upon and grows out of the acts or omissions of [ENTER VENUE HERE] _____.

2. **Insurance Coverage.** During the term of the Agreement, the State will indemnify the Universities employees, officers, and agents (students in required training, a credit program, or for graduation) against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, pursuant to 895.46(1) and 893.82, Stats. See attached Certificate of Coverage.

** Add Language
Change #2 here
(attach*

Jason Mathwig, Director of Camps and Conferences
UW-Green Bay
Division of Continuing Education & Community Engagement

Date

Accepted for [ENTER VENUE HERE]

Date

Requested changes to the UWGB LLI Facility Use Agreement for Off-Site Venues

#1. Comply with all Community Center Rental Policies (“Policies”), a copy of which is attached and incorporated by reference. In cases where the Policies conflict with this UWGB LLI Facility Use Agreement for Off-Site Venues, the Policies shall prevail.

#2. Nothing contained herein is intended to waive or estop the City or its insurer to rely upon the limitations, defense, immunities contained within Wisconsin Statutes §893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin Law.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #18-71 Rescinding Council Action Pertaining to Proposed New Leaf Market Cooperative.

ATTACHMENTS:

- Reso18-71 (DOCX)
- Mayor-CC-New Leaf Rescission (PDF)

RESOLUTION #18-71

RESCINDING COUNCIL ACTION PERTAINING TO
PROPOSED NEW LEAF MARKET COOPERATIVE

WHEREAS, the Common Council has approved certain actions in connection with and conditioned upon proposed New Leaf Market Cooperative (“New Leaf”) locating in Downtown De Pere; and

WHEREAS, said actions include:

- March 21, 2017 conditional approval of sale of City-owned Parcel ED-881 to New Leaf, subject to Council approval of a formal written agreement;
- Resolution #17-34 authorizing the negotiation of an Economic Development Revolving Loan; and
- Resolution #17-53, conditionally approving the vacation of street and alley rights-of-way adjacent to ED-881; and

WHEREAS, New Leaf has informed City staff that it is unable to proceed with the proposed project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby rescinds all actions taken in furtherance of the New Leaf Market Cooperative proposed project, specifically including but not limited to the aforementioned actions. No further action shall be taken thereon.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of August, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

CITY OF DE PERE**MEMO**

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Resolution 18-71 Rescinding New Leaf Council Approvals
Date: August 7, 2018 (meeting date)

As you are aware, the Council authorized certain actions to occur to facilitate the New Leaf Market Cooperative (New Leaf) development. Those actions are still open and effective. Now that we are aware that the development will not occur, those actions should be rescinded so that there is no confusion as to whether the action is still effective or whether New Leaf might have some continuing interest in the property. Resolution 18-71 will nullify actions taken by the Council for that project.

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

JSL

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #18-72 Rescinding Facade Improvement Grant Approvals Due to Non-TID Location of Property (109, 113, and 115 North Broadway).

ATTACHMENTS:

- Reso18-72 (DOCX)
- Mayor-CC-Facade Grant Rescissions (PDF)

RESOLUTION #18-72

RESCINDING FAÇADE IMPROVEMENT GRANT APPROVALS
DUE TO NON-TID LOCATION OF PROPERTY
(109, 113 and 115 North Broadway)

WHEREAS, City Council authorized façade improvement projects and disbursement of grants for 109 North Broadway (ED-774), 113 North Broadway (ED-773) and 115 North Broadway (ED-772) to Saks Holdings, LLC during its April 17, 2018 Common Council meeting; and

WHEREAS, it has since been determined by City staff that the above properties are not located within a Tax Increment District, and are therefore not eligible for façade improvement grants.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Resolutions #18-37 (ED-774), #18-38 (ED-773) and #18-39 (ED-772) are hereby rescinded and no further action shall be taken on the applications of Saks Holdings, LLC.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of August, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Resolution 18-72 Rescinding Façade Grant Approvals
Date: August 7, 2018 (meeting date)

As you are aware, the Council authorized façade grants for three properties on Broadway (Parcels ED-772; ED-773; and ED-774). It has since been determined that these properties are not in a TID and therefore are not eligible for the grant funding. Therefore, the approval of the council should be nullified to preclude authorizing payment of a grant which is outside the scope of the program. Resolution 18-72 will nullify actions taken by the Council.

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

JSL

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-73 Authorizing Agreement Waiving Notice and Agreeing to Special Assessments (Basgig Investors, LLC).

At their meeting on February 13, 2018, the Finance Personnel Committee voted 3-0 to approve a request for City-Funded Residential Infrastructure for the Pine Trail Subdivision, with a waiver for the presale of the lots as outlined in the policy. Since that review, the developer has received approval for the preliminary and the final plat and has also recorded the plat. The Residential Infrastructure Agreement is attached for your review and includes the following changes from the terms originally presented to the Committee:

- 1) Interest rate changed from 6.25% to the City's cost of interest.
- 2) Payment period changed from three years to five years.

ATTACHMENTS:

- Reso18-73 (DOCX)
- Exhibit 1 - Special Assessment Agreement Basgig Investors, LLC (Pine Trail Crossing) FINAL 6-21-18-166-002-09 (PDF)
- Final Plat REVISED - 09 Jul 2018 (PDF)
- Pine Ridge FP Memo 2-2018 (DOCX)

RESOLUTION #18-73

AUTHORIZING AGREEMENT WAIVING NOTICE AND
AGREEING TO SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS
(Basgig Investors, LLC)

WHEREAS, Basgig Investors, LLC (“Developer”) has subdivided property it owns in the City of De Pere known as the Plat of Pine Trail Crossing; and

WHEREAS, Developer wishes to have City construct public improvements consisting of public street, water, sanitary sewer, storm sewer, curb and gutter, and incidental or accessory improvements where necessary, to serve the following:

Lots 1 through and including 7 and Lots 9 through and including 61,
Plat of Pine Trail Crossing.

WHEREAS, Developer has requested, pursuant to §13-7 De Pere Municipal Code, that the City construct such improvements and specially assess the benefiting parcels for the costs thereof; and

WHEREAS, §13-7 De Pere Municipal Code also gives the Common Council discretion to authorize construction of public improvements to be paid by special assessment when Developer does not file a letter of credit with the City Clerk-Treasurer to pay for such improvements when the Common Council determines it to be in the public interest to construct such improvements;

WHEREAS, due to economic conditions and an unwillingness of lending institutions to advance letters of credit for private development, Developer is unable to obtain appropriate financing to enable it to file a letter of credit for this project; and

Resolution #18-73
Page 2 of 2

WHEREAS, such economic climate has fostered a market for those seeking to purchase mid-priced homes, providing the opportunity for residential development within the City; and

WHEREAS, the Developer and City believe that it is in their mutual best interests and in the public interests of the City of De Pere to approve such public improvement construction.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements, as is attached 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 7th day of August, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

DOCUMENT NO.

**AGREEMENT WAIVING NOTICE AND
AGREEING TO SPECIAL ASSESSMENTS
FOR PUBLIC IMPROVEMENTS**

THIS AGREEMENT, made and entered into this _____ day of _____, 201__, by and between the **City of De Pere**, a Wisconsin municipal corporation ("City"), **Basgig Investors, LLC**, a Wisconsin Limited Liability Company ("Developer"), owning property along Ryan Road in the City of De Pere, **Murray J. Basten** and **Gigot Properties LLC**, principal members of Basgig Investors, LLC.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

City of De Pere
Attn: Judith Schmidt-Lehman
335 South Broadway Street
De Pere, WI 54115

Part of WD-1754 and WD-1756
All of WD-1755

PARCEL IDENTIFICATION NUMBER (PIN)

WHEREAS, Developer has subdivided property it owns in the City of De Pere known as the Plat of Pine Trail Crossing for residential purposes; and

WHEREAS, Developer wishes to have City construct public improvements consisting of public street, water, sanitary sewer, storm sewer, curb and gutter and incidental or accessory improvements where necessary, to serve such property legally described as:

INSERT LEGAL AFTER PLAT RECORDED

and shown on the attached Exhibit A, incorporated herein.

WHEREAS, pursuant to §13-7 De Pere Municipal Code, Developer has requested that the City construct such improvements and specially assess the benefiting parcels for the costs thereof; and

WHEREAS, under §13-7 De Pere Municipal Code, the Common Council has the discretion to authorize construction of public improvements to be paid for by special assessment or other means when the property owner does not file a letter of credit for

Attachment: Exhibit 1 - Special Assessment Agreement Basgig Investors, LLC (Pine Trail Crossing) FINAL 6-21-18-166-002-09 (7226 : Reso #18-

payment of such improvements and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, due to economic conditions and an unwillingness in lending institutions to advance letters of credit for private development, Developer is unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the economic climate and shortage of available residential housing stock has fostered a market for those who seek to purchase mid-priced homes, providing the opportunity for residential development within the city; and

WHEREAS, the Developer and City believe that it is in their mutual best interests and in the public interests of the City of De Pere to approve such public improvement construction along the terms and conditions provided herein.

NOW, THEREFORE, the parties hereto, based upon the recitals stated above and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Developer has recorded an approved plat subdividing the aforementioned property into sixty-one (61) lots (56 single family lots, 4 duplex lots and 1 multi-family lot) and one outlot (Exhibit A), and shall provide a recorded copy thereof to City.
2. Developer shall grant City an easement for the lift station required for the sanitary sewer improvements installed pursuant to this Agreement.
3. This Agreement pertains to Lots 1 through 7 and 9 through 61 of Exhibit A, together with the public improvements serving them. This Agreement does not include Lot 8 of Exhibit A.

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 2 of 7

4. After receipt of the recorded plat, City's Engineering Department shall, pursuant to the public bid requirements of Wis. Stats. §62.15, obtain competitive bids for the construction of the public improvements provided for in this Agreement. The plans and specifications for such improvements shall be provided by City to Developer for comment prior to commencing the competitive bid process.

5. Developer, on its own and on behalf of any and all successors and assigns, requests the installation of the public improvements specifically provided for in this Agreement.

6. Developer, on its own behalf and on behalf of any and all successors and assigns, freely and voluntarily waives any right it may have under state or local laws to notice of such street, sanitary sewer, water, stormwater and curb and gutter improvement construction affecting the property legally described in this Agreement, such property hereinafter be referred to as "the benefited properties."

7. Payment for the requested public improvements shall be made as provided in this Agreement. It is understood and agreed that, as of the date of the signing of this Agreement, the estimated cost of Phases I and II of the public improvements is Two Million Eighty-Six Thousand, Two Hundred Four and no/100 Dollars (\$2,086,204.00), as more specifically set forth in Exhibit B (Project 18-14 New Subdivision – Pine Trail Crossing) and Exhibit C (Project 18-14 New Subdivision – Pond Costs) attached and incorporated by reference. The parties understand and acknowledge that the actual total cost of the improvements may be more or less than such estimate and that this Agreement allows for the assessment of the actual total costs of the construction project, including engineering, legal and administrative fees, upon the properties defined herein.

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 3 of 7

8. Payment of the parcel assessments shall be deferred up to five (5) years from the completion of Phase I of the public improvements, together with interest at the rate of 1.87% (the rate at which the city last issued municipal bonds) on the unpaid assessment balance at the time the deferral period ends as provided below. Interest shall commence accruing at such time the Phase I improvements are complete as identified on the Notice of Phase I Completion sent by City to Developer. Phase I improvements include city utilities, stormwater management, street excavation, crushed aggregate base course material, concrete curb and gutter, asphaltic concrete pavement (binder) and trail construction. Phase II improvements consist of asphaltic concrete pavement (surface).

9. Deferment of payment of the assessment on the multi-family parcel (Lot 61 on Exhibit A) shall cease upon Developer's transfer of ownership of said parcel. The amount assessed for this lot shall be Twenty-five Thousand and no/100 dollars (\$25,000.00), plus any accrued interest at the rate of 1.87%, which shall be due and payable as of the date of ownership transfer.

10. Payment of single family and duplex parcel deferments shall cease and the amount assessed, plus any interest, shall be due and payable upon the happening of either of the following, whichever occurs first:

- A. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred prior to the construction contract for the public improvements is awarded by City and prior to a final determination of the total assessment costs, shall have the assessment amount determined by the following formula:

$$\left(\frac{\text{Project Estimate (Exhibits B and C)}}{59} \right) \times (1 + \text{Interest})$$

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 4 of 7

- B. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred after the construction contract for the public improvements is awarded by City and prior to a final determination of the total assessment costs, shall have the assessment amount determined based upon the construction costs of the awarded contract, (which shall be appended to this Agreement as Exhibits B-2 and C-2 when available) by the following formula:

$$\left(\frac{\text{Project Estimate (Exhibits B-2 and C-2)}}{(59 - \# \text{ of lots sold})} \right) \times (1 + \text{Interest})$$

- C. Upon the expiration of five (5) years from the date of completion of the Phase I public improvements.

11. Murray J. Basten and Mark S. Gigot shall execute Personal Guarantees of Specific Transaction guaranteeing repayment of total public improvement costs to the City. Such Guarantees are attached hereto collectively as Exhibit D.

12. The full final cost of the public improvements shall be determined at the completion of both Phase I and Phase II of the project ("Final Assessment") and prorated per parcel. Should the Final Assessment per parcel be smaller than the amount actually paid upon transfer of parcel(s), the overage collected shall be determined and distributed pro rata among the parcels not transferred, and the assessments per lot not transferred as of the time of such pro-ration shall have their Final Assessments adjusted to conform to the final assessment pro-ration less such credit. Should the Final Assessment per lot be greater than the amount actually paid by the transferred parcels, the shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee of Murray J. Basten and Mark S. Gigot.

13. The method of determining the assessment rate is reasonable.
14. The subject property will receive special benefit as a result of public improvements constructed under this Agreement.
15. Developer waives any and all right or recourse it may have, through State or Federal Court pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this Agreement, it being the desire of Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.
16. The City shall act in reliance upon the representations of Developer in this agreement and shall commence, as soon as it is reasonably possible, the improvements contemplated by this agreement.
17. This Agreement shall be recorded in the Office of the Brown County Register of Deeds and the covenants and obligations herein shall run with the land and bind all subsequent owners thereto until released by the City.

(Remainder of page intentionally left blank)

Dated in De Pere, Wisconsin, this _____ day of _____, 2018.

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

STATE OF WISCONSIN)

)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2018, the above-named Michael J. Walsh and Shana D. Ledvina to me known as the persons who executed the foregoing instrument and acknowledged the same.

Notary Public:
My Commission Expires:

BASGIG INVESTORS, LLC

By:

Murray J. Basten, Member

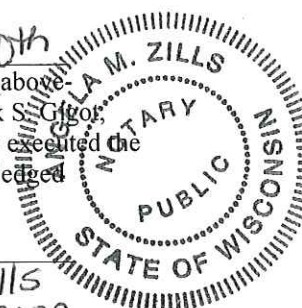
Mark S. Gigot, for Gigot Properties LLC

STATE OF WISCONSIN)

)SS.
BROWN COUNTY)

Personally came before me this 30th day of July, 2018, the above-named Murray J. Basten and Mark S. Gigot, to me known as the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public: Angela M. Zills
My Commission Expires: 4/15/2022.



INDIVIDUAL SIGNATURES

Murray J. Basten, Individual

STATE OF WISCONSIN)

)SS.
BROWN COUNTY)

Personally came before me this 30th day of July, 2018, the above-named Murray J. Basten, to me known as the person who executed the foregoing instrument and acknowledged the same.

Notary Public: Angela M. Zills
My Commission Expires: 4/15/2022.

Drafted by: Judith Schmidt-Lehman

J:\Law\Legal Documents \2018\Special Assessment Agreement-Basig Investors, LLC (Pine Trail Crossing)FINAL6-21-18-166-002-09.docx

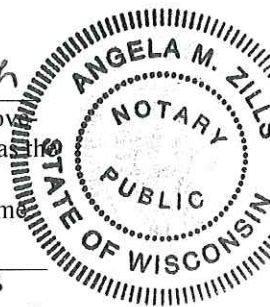
Mark S. Gigot, for Gigot Properties LLC

STATE OF WISCONSIN)

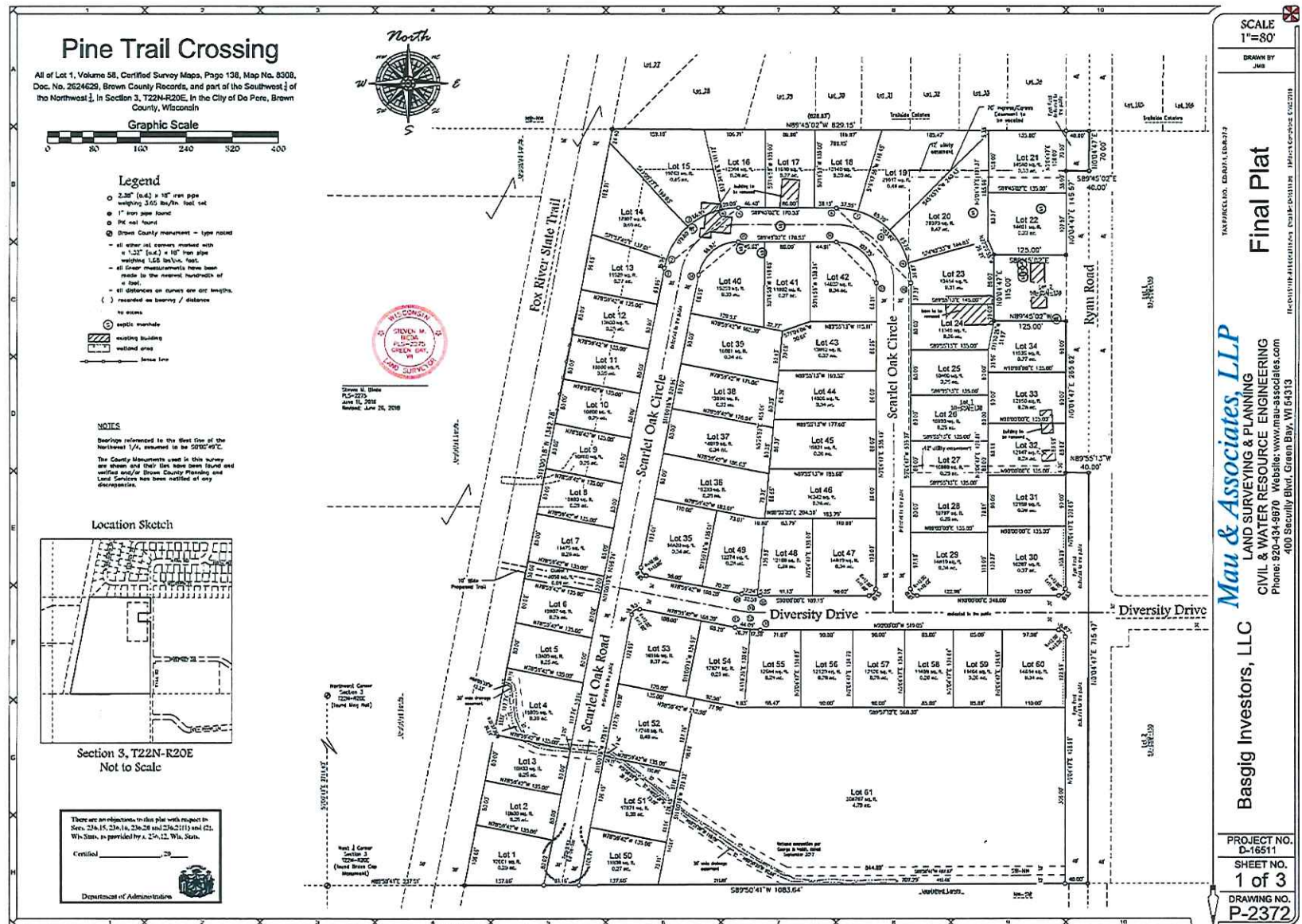
)SS.
BROWN COUNTY)

Personally came before me this 30th day of July, 2018, the above-named Mark S. Gigot, to me known as the person who executed the foregoing instrument and acknowledged the same.

Notary Public: Angela M. Zills
My Commission Expires: 4/15/2022.



Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 7 of 7



Temporary Exhibit A



Project 18-14 New Subdivision - Pine Trail Crossing
City of De Pere
July 25, 2018

Item #	Description	Unit	Total Quantities (Rounded)	Unit Price	Total (Rounded)
SANITARY SEWER					\$300,950.00
SS-01	Provide 8-Inch Sanitary Sewer	LF	2800	\$65.00	\$182,000.00
SS-02	Provide 4-Inch Sanitary Lateral	LF	1700	\$48.00	\$81,600.00
SS-03	Provide 8"x4" Wye	EA	54	\$75.00	\$4,050.00
SS-04	Provide 4-Foot Diameter Sanitary Manhole	VF	120	\$240.00	\$28,800.00
SS-05	Provide 4-Foot Outside Drop Sanitary Manhole	VF	15	\$300.00	\$4,500.00
STORM SEWER					\$352,770.00
ST-01	Provide 36-Inch RCP Storm Sewer	LF	60	\$90.00	\$5,400.00
ST-02	Provide 24-Inch RCP Storm Sewer	LF	340	\$75.00	\$25,500.00
ST-03	Provide 21-Inch RCP Storm Sewer	LF	50	\$65.00	\$3,250.00
ST-04	Provide 18-Inch RCP Storm Sewer	LF	600	\$57.00	\$34,200.00
ST-05	Provide 15-Inch PVC or RCP Storm Sewer	LF	180	\$50.00	\$9,000.00
ST-06	Provide 12-Inch PVC or RCP Storm Sewer	LF	2250	\$40.00	\$90,000.00
ST-07	Provide 8-Inch PVC Storm Sewer	LF	650	\$35.00	\$22,750.00
ST-08	Provide 6-Inch Storm Sewer Lateral	LF	2500	\$30.00	\$75,000.00
ST-09	Provide 24"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$300.00	\$600.00
ST-10	Provide 18"x6" Storm Sewer Branch or Inserta Tee	EA	4	\$225.00	\$900.00
ST-11	Provide 12"x6" Storm Sewer Branch or Inserta Tee	EA	12	\$165.00	\$1,980.00
ST-12	Provide 8"x6" Storm Sewer Branch or Inserta Tee	EA	11	\$90.00	\$990.00
ST-13	Provide 5-Foot Diameter Storm Manhole	VF	20	\$500.00	\$10,000.00
ST-14	Provide 4-Foot Diameter Storm Manhole	VF	85	\$400.00	\$34,000.00
ST-15	Provide 3-Foot Diameter Yard Drain	EA	7	\$1,200.00	\$8,400.00
ST-16	Provide Type B Inlet	EA	18	\$1,600.00	\$28,800.00
ST-17	Provide 36-inch Endwall	EA	4	\$500.00	\$2,000.00
WATER MAIN					\$188,810.00
W-01	Provide 8-Inch PVC Water Main (Granular Backfill)	LF	200	\$40.00	\$8,000.00
W-02	Provide 8-Inch PVC Water Main (Natural Backfill)	LF	2900	\$30.00	\$87,000.00
W-03	Provide 6-Inch PVC Water Main (Hydrant Lead)	LF	25	\$36.00	\$900.00
W-04	Provide 8-Inch Gate Valve	EA	8	\$1,650.00	\$13,200.00
W-05	Provide 1-Inch HDPE Water Service	LF	1510	\$27.00	\$40,770.00
W-06	Provide 1-Inch Corporation and Curb Stop	EA	54	\$360.00	\$19,440.00
W-07	Provide Hydrant (6.5' Bury)	EA	5	\$3,600.00	\$18,000.00
W-08	Provide Connection to Existing Water Main	EA	1	\$1,500.00	\$1,500.00
STREET AND DRAINAGE					\$328,340.00
SD-01	Unclassified Excavation	CY	4330	\$8.00	\$34,640.00
SD-02	Ditch Grading Side and Back lot Line	SY	4600	\$2.00	\$9,200.00
SD-03	Provide 1 1/4" Crushed Aggregate Base Course	TON	6250	\$13.50	\$84,375.00
SD-04	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, Lower Layer	TON	1150	\$60.00	\$69,000.00
SD-05	Provide 24-Inch Concrete Curb and Gutter (Slip Form)	LF	4750	\$13.00	\$61,750.00
SD-06	Provide #4 Reinforcement Bars for Curb	LF	2160	\$1.25	\$2,700.00
SD-07	Provide Landscaping - Topsoil, Seed, Fertilizer and Mulch - No. 40 Seed Mix	SY	19050	\$3.50	\$66,675.00
SPECIAL CONSTRUCTION					\$57,948.00
SC-01	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
SC-02	Provide Silt Fence	LF	3600	\$1.75	\$6,300.00
SC-03	Inlet Protection Type B	EA	18	\$51.00	\$918.00
SC-04	Tracking Pad	EA	1	\$900.00	\$900.00
SC-05	Provide Pipe Foundation Stabilization	CY	100	\$10.00	\$1,000.00
SC-06	Provide Conduit Rigid Nonmetallic Schedule 40, 2-Inch		2950	\$6.00	\$17,700.00
SC-07	Provide Electrical Wire Lighting 4AWG		2950	\$1.40	\$4,130.00
SC-08	Provide Light Base, Transformer, Pole		6	\$1,500.00	\$9,000.00
SC-09	Provide Pull Box 24x12-Inch		5	\$600.00	\$3,000.00
SC-10	Provide Lighting Control Panel		1	\$5,000.00	\$5,000.00

Probable Construction Cost Subtotal (Rounded) \$1,228,900.00
Contingency (Rounded) \$0.00

20% Engineering and Administration (Rounded) \$245,800.00
Probable Construction Cost Total (Rounded) \$1,475,000.00

Probable Construction Cost Surface Course (Rounded - Inflated 3 Years) \$57,000.00
Contingency (Rounded) \$0.00

20% Engineering and Administration (Rounded) \$11,400.00
Probable Construction Cost Surface Course Total (Rounded) \$69,000.00

Notes

- Lighting quantities not updated
- Estimate is based off of the layout provided in the preliminary plat. No accommodations made for the swale traveling through the
- Estimate is based off the assumption that the subdivision will drain to the Altmeyer pond and that a new pond will not need to be
- All properties with a proposed yard drain along their side or rear lot lines are not estimated to need a storm sewer branch.
- Estimate does not take into consideration potential water main offsets.

City of De Pere
Project 18-14 - New Subdivision
Pond Cost - Subdivision Only
May 2, 2018

Item #	Bid Item	Unit	Bid Amount	Unit Price	Total
STORM SEWER					
ST-##	Provide 30" RCP Class III, or PP Storm Sewer (Granular)	LF	35	\$80.00	\$2,800.00
ST-##	Provide 30" RCP Class III, or PP Storm Sewer (Natural)	LF	990	\$40.00	\$39,600.00
ST-##	Provide 5' Diameter Manhole	VF	12	\$500.00	\$6,000.00
ST-##	Provide Pond Outlet Structure	EA	1	\$4,700.00	\$4,700.00
ST-##	Provide Endwall	EA	1	\$500.00	\$500.00
STREET AND DRAINAGE					
SD-##	Provide Clearing and Grubbing	LS	1	\$1,000.00	\$1,000.00
SD-##	Unclassified Excavation (Pond Site)	CY	6100	\$5.00	\$30,500.00
SD-##	Landscaping – Topsoil, Seed, Fertilizer and Mulch - Field	SY	4500	\$3.50	\$15,750.00
SD-##	Landscaping – Topsoil, Seed, Fertilizer and Mulch - Pond	SY	2800	\$7.00	\$19,600.00
SPECIAL CONSTRUCTION					
SC-##	Provide Silt Fence	LF	500	\$3.00	\$1,500.00
SC-##	Install, Maintain and Remove Rock Filled Erosion Control Bags	EA	50	\$10.00	\$500.00
SC-##	Inlet Protection Type B	EA	2	\$51.00	\$102.00
SC-##	Tracking Pad	EA	1	\$900.00	\$900.00
SC-##	Erosion Mat Urban Class 1, Type B	SY	3200	\$2.00	\$6,400.00
SC-##	Provide Heavy Rip Rap w/Geotextile Fabric, Type HR	SY	100	\$50.00	\$5,000.00
SC-##	Install Temporary Safety Fence	LF	500	\$2.50	\$1,250.00

Probable Construction Cost \$136,102.00
Contingency \$6,800.00
Engineering \$27,200.00
Project Project Cost \$170,102.00

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to Basgig Investors, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Mark S. Gigot (hereinafter “the undersigned”) guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing the public improvements.

Such public improvements are estimated to cost Two Million Eighty-Six Thousand, Two Hundred Four and no/100 Dollars (\$2,086,204.00), for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (the Agreement), the terms of which are incorporated herein by reference, and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made as follows:

Personal Guarantee of Specific Transaction - Gigot
Page 2 of 3

- A. The full costs of the public improvements plus interest (1.87%) shall be calculated at the completion of Phase I and Phase II of the project ("Final Completion".) However, assessments shall initially be levied per parcel based upon the construction estimate of \$2,086,204.00 for parcels transferred prior to Final Completion. Should the assessment levied upon the estimate be less than the front foot amount attributable to the parcel(s) transferred, such difference shall be shared among the parcels not transferred as of the date of Final Completion. Should the assessment levied upon the parcels transferred be more than the front foot amount attributable to the parcel(s) transferred, such credit shall be among the parcels not transferred as of the date of Final Completion.
- B. Payment of the full amount attributable to any parcel not already transferred shall be due and payable thirty (30) days after the expiration of the five (5) year deferral for such assessments as provided in paragraph 6 of the Agreement.

3. REPRESENTATIONS. The undersigned acknowledges and agrees that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently, and without reliance on City, continue to make such determinations.

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to Basgig Investors, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Murray J. Basten (hereinafter “the undersigned”) guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing the public improvements.

Such public improvements are estimated to cost Two Million Eighty-Six Thousand, Two Hundred Four and no/100 dollars (\$2,086,204.00), for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (the Agreement), the terms of which are incorporated herein by reference, and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made as follows:

Personal Guarantee of Specific Transaction - Basten
Page 2 of 3

- A. The full costs of the public improvements plus interest (1.87%) shall be calculated at the completion of Phase I and Phase II of the project ("Final Completion".) However, assessments shall initially be levied per parcel based upon the construction estimate of \$2,086,204.00 for parcels transferred prior to Final Completion. Should the assessment levied upon the estimate be less than the prorated amount attributable to the parcel(s) transferred, such difference shall be shared among the parcels not transferred as of the date of Final Completion. Should the assessment levied upon the parcels transferred be more than the front foot amount attributable to the parcel(s) transferred, such credit shall be among the parcels not transferred as of the date of Final Completion.
- B. Payment of the full amount attributable to any parcel not already transferred shall be due and payable thirty (30) days after the expiration of the five (5) year deferral for such assessments as provided in paragraph 6 of the Agreement.

3. REPRESENTATIONS. The undersigned acknowledges and agrees that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently, and without reliance on City, continue to make such determinations.

Personal Guarantee of Specific Transaction - Basten
Page 3 of 3

4. PERSONS BOUND. This guarantee benefits the City, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Brown County, Wisconsin, this ____ day of _____, 2018.

Murray J. Basten
3619 Woods Edge Way
De Pere, WI 54115

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

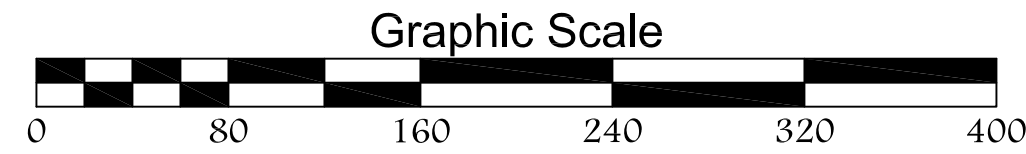
Personally came before me this ____ day of _____, 2018, the above-named Murray J. Basten to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public:
My commission expires: _____

J:\Law\Legal documents\2018\PersonalGuarantee of Specific Transaction-Basgig Investors, LLC-Basten.docx

Pine Trail Crossing

All of Lot 1, Volume 58, Certified Survey Maps, Page 138, Map No. 8308, Doc. No. 2624629, Brown County Records, and part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, in Section 3, T22N-R20E, in the City of De Pere, Brown County, Wisconsin



Legend

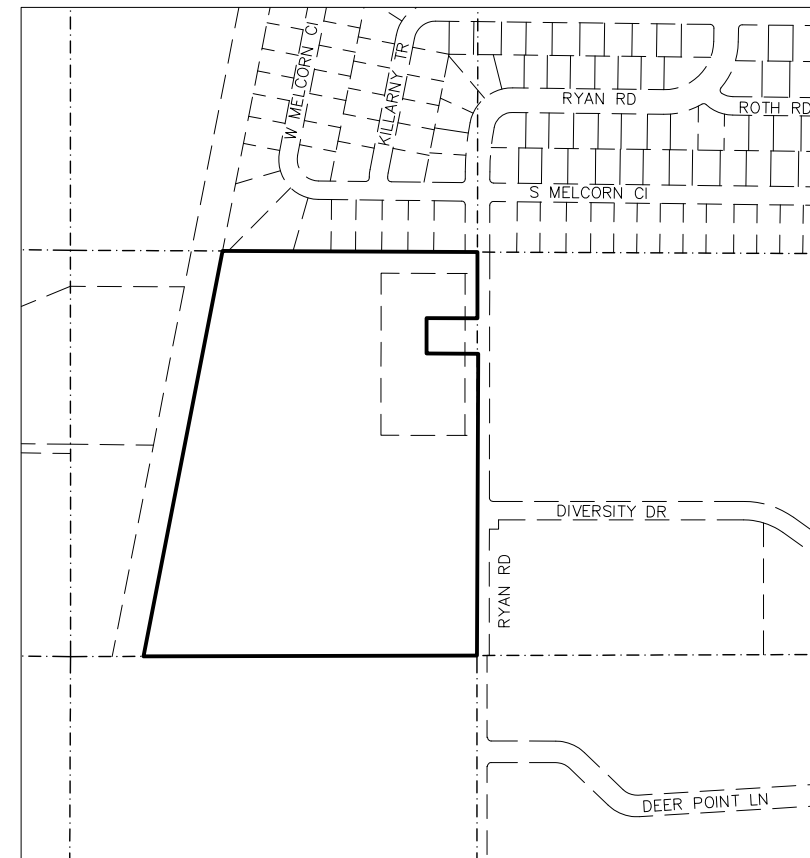
- 2.38" (o.d.) x 18" iron pipe weighing 3.65 lbs./lin. foot set
- 1" iron pipe found
- PK nail found
- Brown County monument — type noted
- all other lot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs./lin. foot.
- all linear measurements have been made to the nearest hundredth of a foot.
- all distances on curves are arc lengths.
- () recorded as bearing / distance
- no access
- Ⓢ septic manhole
- ▨ existing building
- ▨ wetland area
- fence line

NOTES

Bearings referenced to the West line of the Northwest $\frac{1}{4}$, assumed to be S0°00'49"E.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

Location Sketch

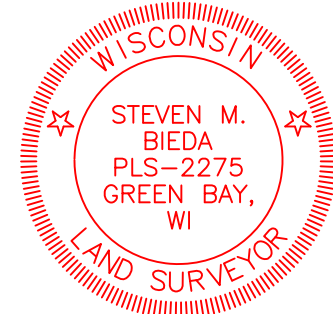
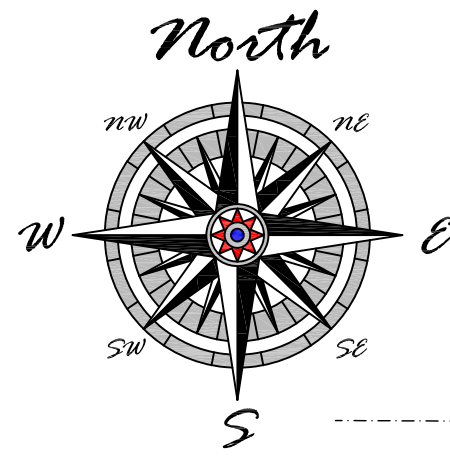


Section 3, T22N-R20E
Not to Scale

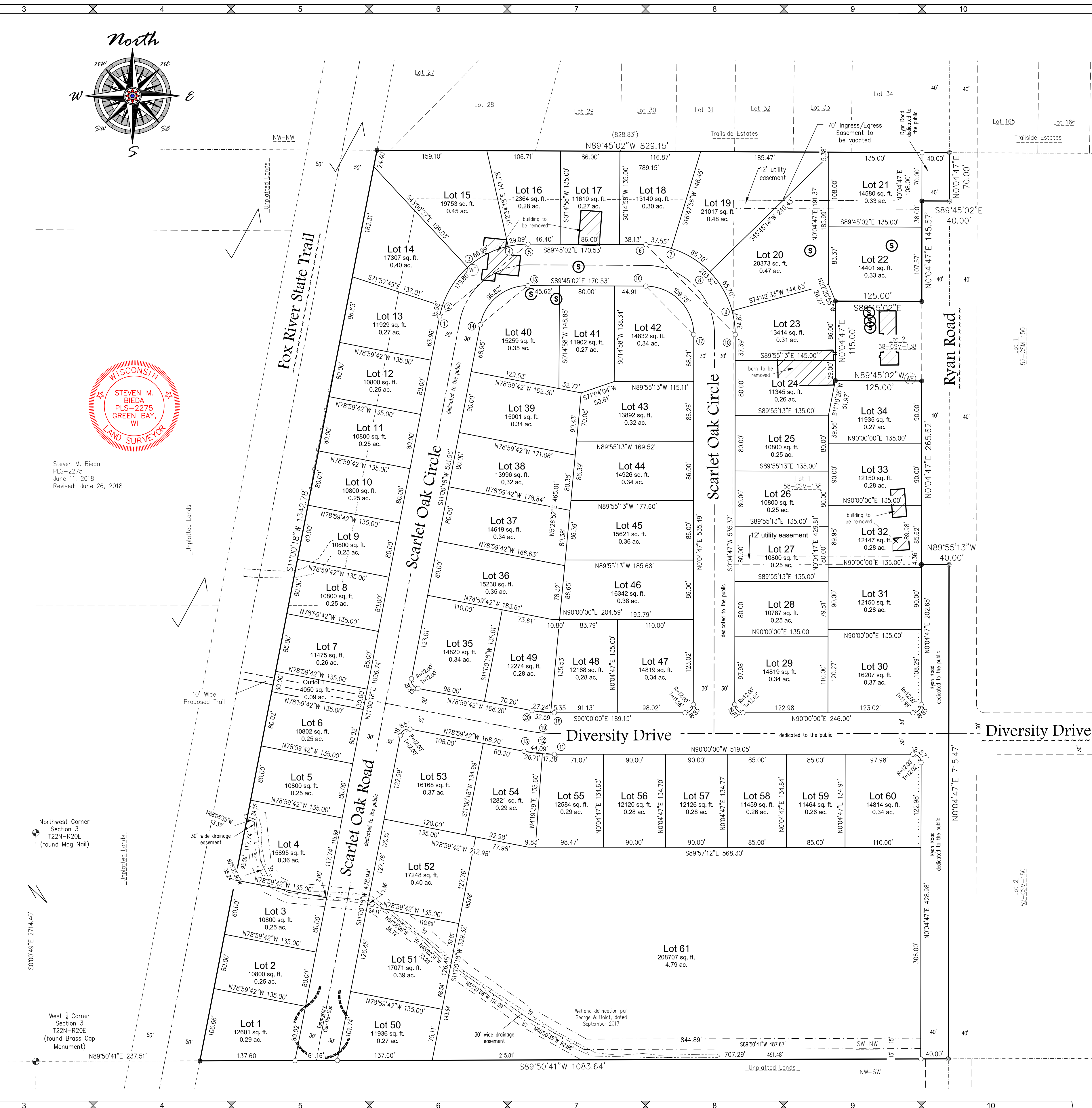
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



Steven M. Bieda
PLS-2275
June 11, 2018
Revised: June 26, 2018



SCALE
1"=80'

DRAWN BY
JMB

TAX PARCEL NO. ED-R27-1, ED-R-27-2

Final Plat

Mau & Associates, LLP

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mau-associates.com

400 Security Blvd, Green Bay, WI 54313

Basgig Investors, LLC

PROJECT NO.
D-16511

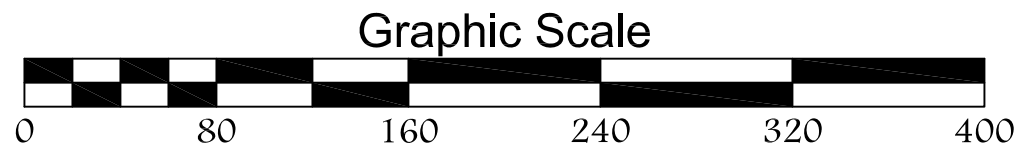
SHEET NO.
1 of 3

DRAWING NO.
P-2372

File: D:\6511\Final Plat 062718.dwg Data File: D:\6511.txt Fieldwork Completed: 01/25/2018

Pine Trail Crossing

All of Lot 1, Volume 58, Certified Survey Maps, Page 138, Map No. 8308, Doc. No. 2624629, Brown County Records, and part of the Southwest ¼ of the Northwest ¼, in Section 3, T22N-R20E, in the City of De Pere, Brown County, Wisconsin



Legend

- 2.38" (o.d.) x 18" iron pipe weighing 3.65 lbs/lin. foot set
- 1" iron pipe found
- PK nail found
- Brown County monument – type noted
- all other lot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin. foot.
- all linear measurements have been made to the nearest hundredth of a foot.
- all distances on curves are arc lengths.
- () recorded as bearing / distance
- 30' building setback (unless noted)
- 12' utility easement (unless noted)
- no access
- septic manhole
- existing building
- wetland area
- well

NOTES

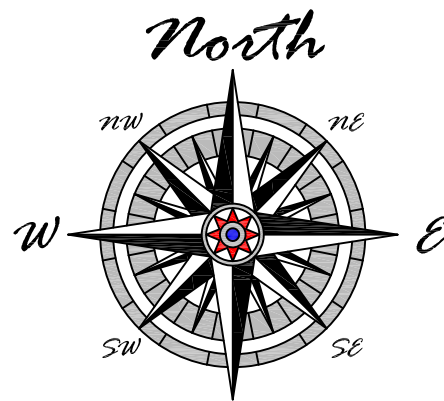
Bearings referenced to the West line of the Northwest 1/4, assumed to be S0°00'49"E.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

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

Certified _____, 20____

Department of Administration



Steven M. Bieda
PLS-2275
June 11, 2018
Revised: June 26, 2018

Northwest Corner
Section 3
T22N-R20E
(found Mag Nail)

West ¼ Corner
Section 3
T22N-R20E
(found Brass Cap Monument)



SCALE
1"=80'

DRAWN BY
JMB

TAX PARCEL NO. ED-R27-1, ED-R27-2

Final Plat

Mau & Associates, LLP

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mau-associates.com

400 Security Blvd, Green Bay, WI 54313

Basgig Investors, LLC

PROJECT NO.
D-16511

SHEET NO.
2 of 3

DRAWING NO.
P-2372

File: D-16511 Final Plat 062718.dwg Data File: D-16511.txt Fieldwork Completed: 01/25/2018

Pine Trail Crossing

All of Lot 1, Volume 58, Certified Survey Maps, Page 138, Map No. 8308, Doc. No. 2624629, Brown County Records, and part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, in Section 3, T22N-R20E, in the City of De Pere, Brown County, Wisconsin

SURVEYOR'S CERTIFICATE

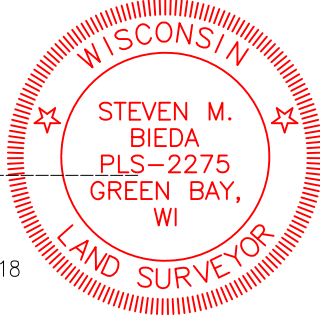
I, Steven M. Bleda, Professional Land Surveyor, PLS-2275, hereby certify:

That in full compliance with the provisions of Chapter 236, Wisconsin Statutes, and the subdivision regulations of the City of De Pere under the direction of the owners listed hereon, I have surveyed, divided and mapped "Pine Trail Crossing", and that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed and is all of Lot 1, Volume 58, Certified Survey Maps, Page 138, Map Number 8308, Document Number 2624629, Brown County Records, and part of the Southwest 1/4 of the Northwest 1/4 of Section 3, T22N-R20E, in the City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the West 1/4 corner of Section 3, T22N-R20E; thence N89°50'41"E, 237.51 feet along the South line of the Northwest 1/4, Section 3, T22N-R20E; to the East right of way of the Fox River State Trail being the point of beginning; thence continuing N89°50'41"E, 1083.65 feet along said South line to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section; thence N0°04'47"E, 715.47 feet along the East line of the Southwest 1/4 of the Northwest 1/4 of said Section; thence N89°55'13"W, 40.00 feet along the South line of Volume 58, Certified Survey Maps, Page 138, Map No. 8308, Document No. 2624629, Brown County Records; thence N0°04'47"E, 265.62 feet along the East line of Lot 1 of said Certified Survey Map; thence N89°45'02"W, 125.00 feet along the South line of Lot 2 of said Certified Survey Map; thence N0°04'47"E, 115.00 feet along the West line of said Lot 2; thence S89°45'02"E, 125.00 feet along the North line of said Lot 2 to the East line of said Lot 1; thence N0°04'47"E, 145.57 feet along the East line of said Lot 1; thence S89°45'02"E, 40.00 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of said Section; thence N0°04'47"E, 70.00 feet along said East line to the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section; thence N89°45'02"W, 829.15 feet along the North line of the Southwest 1/4 of the Northwest 1/4 of said Section and the South line of "Trailside Estates", (Volume 22, Plots, Page 173, Document Number 2141474, Brown County Records) to the East right of way of said trail; thence S11°00'18"W, 1342.78 feet along the East right of way of said trail to the point of beginning.

Parcel contains 1,222,092 square feet / 28.06 acres more or less.
Road dedication contains 202,822 square feet / 4.66 acres more or less.
Parcel subject to easements and restrictions of record.

Steven M. Bleda
PLS-2275
June 11, 2018
Revised: June 26, 2018



CERTIFICATE OF THE CITY OF DE PERE

Approved for the City of DePere Common Council this ____ day of _____, 20____.

Shona Ledvina
City Clerk

TREASURER CERTIFICATE

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

Paul D. Zeller
Brown County Treasurer

OWNER'S CERTIFICATE

Basgig Investors, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that I caused the land described and easements granted on this Plat to be surveyed, divided, mapped and dedicated as represented hereon. Basgig 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
DEPARTMENT OF ADMINISTRATION

In Witness Whereof, the said Basgig Investors, LLC, has caused these presents to be signed by Murray Basten and Mark Gigot, it's Managing Partners on this ____ day of _____, 20____.

Murray Basten - partner Mark Gigot - partner

Personally came before me this ____ day of _____, 20____, the above named officer of said corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN }
COUNTY OF BROWN }

CERTIFICATE OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Plat and does hereby consent to the above certificate of Basgig Investors, LLC, Owner(s).

IN WITNESS WHEREOF, _____ has caused these presents to be signed by _____ it's _____ and countersigned by _____ (print name) (print title)

_____, its _____ at _____, Wisconsin, and (print name) (print title)
its corporate seal to be hereunto affixed this _____ (city)

day of _____, 20____.

In the presence of:

_____, _____ (Corporate Seal)

President _____ Date _____

Secretary or Cashier _____ Date _____

Personally came before me this ____ day of _____, _____, the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN }
COUNTY OF BROWN }

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

Basgig Investors, LLC, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, 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 incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

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

NOTES

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

Lots 3, 4, 51, 52 and 61 include wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corps of Engineers, Brown County Planning Commission, or the local municipality's Zoning Administrators Office prior to any development activity.

Due to the shallow, flat swale located through/along Lots 3, 4, 51, 52, and 61, adjacent areas next to the easements should be filled 1.5 feet above the swale to maintain flows in the easement. All drainage from adjacent lots shall be directed to City storm sewers for collection and treatment in the regional pond.

The City of De Pere requires the installation of sidewalk on all lots abutting all streets excluding lots on Ryan Road. Sidewalk on Ryan Road shall be constructed by the property owner after Ryan Road reconstruction is completed. Sidewalk installation shall be complete prior to the issuance of the occupancy permit by the City.

The City is designing utilities for the subdivision. All lot lines shall be considered available for utilities until the final design is completed. Easements width shall be 20 feet for single utilities and 30 feet for two utilities. The final easements shall be labeled on the final plat.

Any exposed basement windows must be approved by the inspection department.

Outlot 1 will be owned and maintained by the City of De Pere.

The temporary cul-de-sac is to be used and maintained for road purposes until such time as the developer or the City of De Pere requires the extension of Scarlet Oak Road and shall be maintained by the City of De Pere.

Remove all existing structures prior to the start of any utility and/or street construction.

Existing driveway removal is to be completed by the developer prior to the start of any utility and/or street construction.

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. The City shall establish the grades.

Lots 3, 4, 51, 52 and 61 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes wetlands per a September 2017 wetland delineation. 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. The wetlands ESA is located entirely within the existing 30' wide drainage easement.

Side lot lines shall be graded by the owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

The drainage swale located through/along Lots 3, 4, 51, 52, and 61 is a wetland and shall remain natural.

Access for Lots 30 and 60 shall be off Diversity Drive.

No accessory structures, fences, trees, nor shrubs shall be placed within the drainage easements.

Office of the Register of Deeds
Brown County, Wisconsin

Received for Record _____, 20____
at _____ o'clock _____ M and recorded as
Document # _____ in _____
Volume _____ of _____ on Page _____

Cheryl Barken, Register of Deeds

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

Certified _____, 20____

Department of Administration



SCALE
1"=80'

DRAWN BY
JMB

TAX PARCEL NO. ED-R27-1, ED-R27-2

Final Plat

Mau & Associates, LLP

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mau-associates.com

400 Security Blvd, Green Bay, WI 54313

Basgig Investors, LLC

PROJECT NO.
D-16511

SHEET NO.
3 of 3

DRAWING NO.
P-2372

File: D:\6511\Final Plat 062718.dwg Date Filed: D-16511.txt Fieldwork Completed: 01/25/2018

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: February 13, 2018

RE: **Pine Ridge Subdivision Request for City Funded Infrastructure, submitted by Keith Garot.**

Background/Summary

In 2010, the City Council adopted the attached residential infrastructure development policy. De Pere was one of the first communities in the region to offer this program, which was catalytic in spurring residential growth during the economic downturn. Since then, most neighboring communities have adopted similar policies and many new subdivisions in Brown County utilize a similar method for financing public improvements.

The City Council annexed the property proposed as Pine Ridge Subdivision earlier this year. The attached draft plat shows a mix of single-family homes and a multi-family parcel. The Plat is anticipated to be reviewed at the February or March 2018 Plan Commission meeting.

In order for this project to continue to move forward, the developer has requested a cursory review of the city funded infrastructure request. Approval of city-funded infrastructure is a term of sale that must be completed before the developer can close on the property.

Request Review

The attached policy includes a number of Developer Requirements.

Property Ownership: The Developer currently has the property under contract. Securing city-funded infrastructure is a required term of sale before the developer can close on the property.

Project Plat: The City Council annexed the property proposed as Pine Ridge Subdivision earlier this year. The attached draft plat shows a mix of single-family homes and a multi-family parcel. The Plat is anticipated to be reviewed at the February or March Plan Commission meeting.

Request for Infrastructure: The Developer has requested the installation of public improvements per the attached letter dated June 2017. While the letter specifically calls out engineering, surveying, wetland delineation and utility installation for the public improvements, the City will not be providing anything above and beyond what is typical for this policy, and what is typical for other residential subdivisions.

Required Documentation:

Letter from primary bank declining to fund (attached). The lender noted via a phone call that they typically fund the land acquisition or the infrastructure but not both.

Market analysis (attached)

Type of residential structures attached (single family home and multi-family per attached plat)

Cost Estimates, Assessments & Payments: The City Engineering Division has prepared preliminary estimates for the project and is currently scheduling the work for 2018. Work for this project was also included with, and approved as part of the 2018 City Budget. More definitive cost estimates will be calculated for inclusion on the final agreement. The developer has not requested any modifications to these requirements.

Accepted Offers to Purchase: The Developer has requested a waiver to the requirement that 'at least one-third of all platted lots shall be subject to accepted offers to purchase.' Unlike the market in 2010, lot sales over the past few years have been very strong and De Pere especially has experienced a significant demand for lots amidst a short supply.

The developer is seeking a preliminary recommendation from the Finance and Personnel Committee at the February meeting, but the actual agreement will not be forwarded to Council until the infrastructure estimate is refined and the plat is approved. The attached policy also includes a number of criteria relevant to the review of this request.

Because the policy is now almost 8 years old, staff will be reviewing the requirements and criteria in order to ensure that it is still relevant based on current market conditions. If policy revisions are appropriate, they will be brought forward for discussion at a future meeting.

If you have any questions on this item, don't hesitate to reach out to me.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #18-11 Amending § 150-22 and Schedule G Thereto, De Pere Municipal Code, Regarding Parking Regulations. (Second Reading)

The Board of Public Works at the July 9, 2018 meeting, approved 3-2 to modify short term parking from 2 hours to 3 hours and send it on to Council for review. Alderpersons Carpenter and Raasch voted nay.

Summary

Over the past month, the City has received a number of inquiries and comments from business/property owners about public downtown parking. Like many downtowns, city-owned lots provide the bulk of public parking for the area buildings. In De Pere, City ordinances set regulations for these spaces, designating some as short term(2 hours) and some as long term (overnight, up to 72 hours).

While parking is always a popular topic of discussion, particularly in Downtown areas, the vast majority of recent conversations noted that the current two hour time limit for short term parking does not meet the needs of their business. Several noted that two hours does not provide enough time for them to serve their customers and it also does not encourage a ‘park once’ strategy in order to encourage walking and stopping at other businesses.

The Parking and Traffic Team discussed short-term parking at their meeting on May 15, 2018 and unanimously agreed to move forward with a proposal to change the two hour time limit to three hours. Staff sent the attached letter describing the change to Downtown business and property owners in late May of 2018.

As of June 29, 2018, the City Development Services Department fielded three phone calls with comments/questions about the parking change. We also received a number of email comments that are attached for review.

Phone Calls

Mike Hubert – No comment on proposed change. Requested that spaces in front of 310 Wisconsin be changed to 4 hour.

Nancy Van Roy – Opposed proposed change. Would prefer that time limit go back to 1 hour.

Regina Becker – Strong support of proposed change. Her customers have had to move their cars in the middle of visiting Regina's 7 Pillars. Noted that time limit could be longer than 3 hours.

Feedback Summary

Support Proposed Change: 14

Oppose Proposed Change: 4

Neutral or commented on items unrelated to proposed change: 3

ATTACHMENTS:

- Ord18-11 (DOCX)
- 5-2018 Parking Letter (PDF)
- Short Term Parking Email Feedback 6-2018 (PDF)

ORDINANCE #18-11

AMENDING §150-22 AND SCHEDULE G THERETO, DE PERE MUNICIPAL CODE,
REGARDING PARKING REGULATIONS

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

Section 1: §150-22(7), *Posted/regulated areas*, is hereby amended by deleting the phrase “Two-hour parking” from paragraphs i., l., o., p., and s. and substituting “Three-hour parking” therefore, together with like changes to the parking regulation headings relating thereto in Schedule G, found in Section 150-23 of this Code.

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

Section 3: This ordinance shall take effect on August 15, 2018.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of August, 2018.

APPROVED:

James Boyd, Acting Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

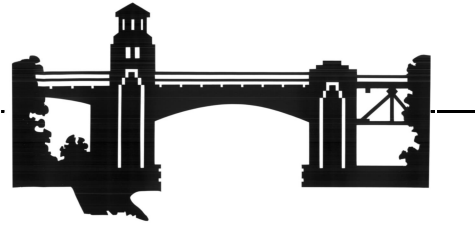
Board/Committee Approval: 07/09/2018

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



May 31, 2018

RE: Proposal to Change Short Term Parking from Two Hours to Three Hours

Dear Downtown De Pere Property/Business Owner,

Over the past month, the City has received a number of inquiries and comments from business/property owners about downtown parking. Like many downtowns, the City owns and maintains a large amount of parking via on street spaces and off street lots. In De Pere, City ordinances set regulations for these spaces, designating some as short term (two hours) and some as long term (overnight, up to 72 hours).

Many recent conversations expressed concern over the length of the short-term stalls. We have heard that two hours is not long enough for some business customers. The time limit is also not conducive to encouraging visitors to walk around the Downtown to visit multiple destinations. Public input received from recent planning initiatives indicates a strong desire for a more vibrant and pedestrian focused Downtown. To that end, we propose changing the short term parking time limit from two hours to three hours.

The proposed change will be reviewed at the following meetings:

1. Monday, July 9 – Board of Public Works: Review/Recommendation to Council
2. Tuesday, July 17 – Common Council: Review/Ordinance

If approved, the new time limit will become effective shortly after the July 17 Council meeting. What do you think of this proposal? We want to hear from you! Here are a few ways you can provide input:

- Contact me at kflom@mail.de-pere.org or 920-339-2370. Your comments will be included as part of the staff report.
- Attend the Board of Public Works and or Common Council meetings. Meetings are held at City Hall at 7:30PM and also live streamed: <http://deperecitywi.igmp2.com/Citizens/Default.aspx>

We appreciate all you do to make Downtown De Pere a premiere Main Street Community and look forward to hearing your feedback.

Regards,

Kimberly T. Flom, AICP/RLA
Development Services Director

Short Term Parking Proposal – Email Feedback

From: Taylor Vogel <sun4taylor@gmail.com> Sent: Fri 06/01/2018 10:56 AM
 To: Kimberly T. Flom
 Cc:
 Subject: Short Term Parking

Hi Kimberly,

I have received the letter regarding the short term parking in the city.

I own the tanning salon located at 310 N Wisconsin St. I personally, (along with my employees and other business at this location) feel that the short term parking is something that is helpful in some instances. The short term parking is also a hassle in some instances as well.

My business is the only business that is open until 9pm at night in this small portion of the strip mall. My employees regularly park in the short term parking, because by 9pm (mostly during Spring, Fall and Winter) it is dark out, and they don't want to have to walk across the whole parking lot alone in the dark.

The short term parking isn't helpful at all in the instances of The Seroogies run, or Celebrate De Pere, I actually have to close my business most of the time because the short term parking time limit isn't enforced during those events, and my customers and employees have no where to park.

Myself and the businesses around would love to see something done for the people who work in this building. Maybe a permit or something that allows us to park in the short term parking without having to risk or worry about getting a ticket.

Thank you for your time!

Taylor Vogel

Solar Oasis
 310 N. Wisconsin St
 Suite B
 De Pere, WI 54115
 920-632-4017

From: Sonny Hennessy <sonny@lifechurchgb.com> Sent: Wed 06/13/2018 3:19 PM
 To: Kimberly T. Flom
 Cc:
 Subject: 2 to 3 hour Parking

I love it! I would encourage it to go to 3 hour. I believe people getting parking tickets will then not be as likely to return to downtown De Pere to shop and eat :(

Sent from Sonny's iPhone (sorry about brevity and typos)

From: news@thepuddleduck.com Sent: Tue 06/12/2018 3:40 PM
 To: Kimberly T. Flom
 Cc:
 Subject: parking

Hi Kim!

Just wanted to send a quick note regarding the 3 hr parking change. I am totally in favor.

Hope all is well!
 Thanks,
 Kristy Bohun

The Puddle Duck
 124 N Broadway
 De Pere WI 54115

Attachment: Short Term Parking Email Feedback 6-2018 (7202 : Ordinance #18-11 Amending § 150-22 and Schedule G Thereto, DPMC,

From: Tim Majewski <tim.majewski@mission-financial.com> Sent: Mon 06/18/2018 10:38 AM
 To: Kimberly T. Flom
 Cc:
 Subject: Proposed short term parking change

Good morning Kimberly,

Thanks for asking for feedback. My firm is Mission Financial in the old De Pere post office building.

The problem I have run into on occasion is, sometimes my more complex financial planning meetings run longer than two hours. Not only is it disruptive to the meeting, but it's a little embarrassing to tell someone to go out and move their car :-)

I'm a big advocate of downtown De Pere when speaking with my clients. The majority of my clients are from surrounding communities, not from De Pere, so this is a good introduction for them to all that our downtown has to offer. I think this additional short-term parking time is a no-brainer.

Please let me know if you have any questions. Thanks,

Tim

Timothy A Majewski, President
 Financial Planner
 Mission Financial & Insurance LLC

Improving your Life, Improving our World.

416 George Street
 De Pere, WI 54115
 920.632.4963
tim.majewski@mission-financial.com
www.mission-financial.com

From: Kevin Kryshak <kevinkryshak@yahoo.com> Sent: Fri 06/01/2018 11:29 AM
 To: Kimberly T. Flom
 Cc:
 Subject: Parking times

Hi Kimberly,

As someone who has tried to maintain parking availability for my customers in East DePere for over 35 years, this proposal for extending parking will be a disaster for me.

Why? I have absolutely no customers who need more than two hours to use my services. What I do have is 10-20 employees of the surrounding buildings who treat the two hour parking as their personal parking spaces. On any given day, 3 to 5 of my available 5 spaces are taken by these people already..

So, your proposal basically is this:

Come to work at 9, park in my 3 hour space.
 Go to lunch at 12, come back at one and park in my space.
 The parking authority absolutely never comes back in the afternoon to check for violators, sit in my spaces until 5, Go home.
 Local apartment dwellers see this is possible, park in any and all remaining spaces day and night.

FRV Inc and Lamp Shade go out of business with zero parking available. Mission accomplished.

You may find with a little research that a lot of the people asking for the 3 hour parking just want to park all day in them themselves. It is dog eat dog over here, I have store owners themselves that should be bright enough to see that hogging the 2 hour spots is bad for all of us parking all day in my two hour spaces anyway.

Sincerely,

Kevin Kryshak
 Sales & Service

FRV INC
 107 South Broadway
 DePere, WI 54115
 920-336-1616

Attachment: Short Term Parking Email Feedback 6-2018 (7202 : Ordinance #18-11 Amending § 150-22 and Schedule G Thereto, DPMC,

From: Lesa Klug <Lesa.Klug@DarbyDentalSupply.com> Sent: Fri 06/01/2018 12:02 PM
 To: Kimberly T. Flom
 Cc:
 Subject: Proposal to Change Short Term Parking from 2 HRS to 3 HRS

Dear Ms. Flom,

As an employee of a Darby Dental Supply at 310 N Wisconsin Street I speak on behalf of our business and 10 employees which find it extremely concerning that we as employees cannot park in our main lot with easy access to our work.

With very few businesses on the north side we see no reason why this lot is deemed short term except for the few spots on the west and north side of the lot.

Many times we find it very difficult to walk across the parking lot during the winter months, putting the employees at danger for slipping, this lot is poorly maintained in the winter.

As a business, we have vendors that come for training from out of state and have received a ticket for parking in the lot, which I feel does not reflect well on the community.

Thanks for allowing our feedback, we hope to see some positive changes.

Lesa L. Klug
 Sales Manager
 Darby Dental Supply LLC
 310 N. Wisconsin St
 Suite C
 De Pere, WI 54115
 tel. 866.309.9471 Ext 1002
lesa.klug@darby.com

From: Alicia Birder <alicia@birderstudio.org> Sent: Mon 06/04/2018 4:50 PM
 To: Kimberly T. Flom
 Cc:
 Subject: 3 hour parking

Good day Kim,

I welcome the proposal from 2 hour to 3 hour parking.
 This would be an amazing and appreciated improvement for our patrons as there isn't a show or event that runs less than 2 hours. Typically most gatherings run between 2- 3 hours.

Thank you

Alicia

--

Alicia Birder

Executive Director, Birder Studio of Performing Arts
 Artistic Director, Birder Players
 Broadway Theatre, 123 S. Broadway, De Pere, WI. 54115
 307 Reid Street, De Pere, WI 54115
 920-339-9999
www.birderstudio.org
 BSOPA Core Values - Educate, Inspire Create, Achieve

From: Kimberlee Gast <kimberleegast@yahoo.com>
 To: Kimberly T. Flom
 Cc:
 Subject: Short term parking proposal

Sent: Fri 06/01/2018 12:56 PM

Hi Kim,

I agree and fully support the change of the two hour parking to three hours. Thank you. I look forward to the approval of this.

Have a great hair day!)

Kimberlee Gast
 K Será Salon
 118 N Broadway
 DePere WI 54115
 920.347.4648
 Cell: 920.475.5525

From: Lance Abts <labts@landscapeartisans.com>
 To: Kimberly T. Flom
 Cc:
 Subject: timing of short term parking

Sent: Fri 06/01/2018 3:10 PM

Hello Kimberly;

Just a note regarding the proposed short term parking change from 2 hour to 3 hour.

I think this is a great idea, allowing more time to walk and explore our area with all of the new businesses in the area.

Thanks for asking

Lance



Lance Abts

Landscape Artisans
 371 Main Avenue
 De Pere, WI 54115
 Office: 920-347-4727
 Mobile: 920-371-3156

From: Dave Holten <dholten@mbjeng.com>
 To: Kimberly T. Flom
 Cc:
 Subject: Proposal to Change Short Term Parking from 2-hours to 3-hours

Sent: Fri 06/01/2018 12:36 PM

Kimberly,

I just received your letter regarding the proposed changes to parking time limits. As a business owner in downtown De Pere, I would support the proposed change.

My business is located at 125 South Broadway, so I (and my staff) typically use the lot behind our office and along the west side of South Wisconsin Street. There are many "Long-Term" parking spots . . . and I see in your letter that Long-term is limited to 72 hours . . . I was not aware of that limit. We do find that many long-term spots are occupied, sometimes for longer than 72 hours. This lot is quite full during most weekdays, and finding a long-term spot can be difficult for those who work in this area. What might be more helpful to us, is to have "no-overnight" parking rather than "Long-Term". I think that might be a better option for those of us who work in downtown.

Thanks for sending out your letter. I appreciate the opportunity to provide input.

Regards

Dave

Dave S Holten, PE SE | Managing Principal, Green Bay & Duluth | MEYER BORGMAN JOHNSON | d 920 351 0530 c 920 445 6777 | SEE STRUCTURE.
www.mbjeng.com

From: Brittany Fisher <brittanyf@performainc.com> Sent: Wed 06/06/2018 8:17 AM
 To: Kimberly T. Flom
 Cc:
 Subject: Short term Parking

Good Morning Kim,

As an De Pere employee, I am in strong favor of the increased time in short term parking. We often have client meetings that run over 2hrs long and have had to pay multiple parking tickets on their behalf, due to all of the long term parking being taken near our building. I also think that it will be great for downtown foot traffic and will hopefully drive more people to the area to stay and play longer! I am happy to hear that the city has heard people's parking concerns and are considering taking action.

Thank you,

Brittany Fisher
 Project Coordinator



Performa, Inc.
 124 N. Broadway
 De Pere, WI 54115
 920.336.9929 Office

From: Julie Jadin <djadin1@new.rr.com> Sent: Wed 06/06/2018 8:37 PM
 To: Kimberly T. Flom
 Cc:
 Subject: Proposal to change short term parking

Dear Kimberly,

I recently received your letter of a proposal to increase the 2 hour short term parking to 3 hours.

My business is Skyline Salon and located next to the new coffee shop. I have been at my location for over a year and a half. I love my location and have never had any issue with the 2 hour parking limit. The addition of the coffee shop, which is awesome for this downtown area has created some parking issues. People generally stay at a coffee shop/restaurant longer than when clients or customers patronize the smaller businesses that are here. If the parking is increased to 3 hours this might be beneficial for one business, but detrimental to another. The 3 hour parking limit will decrease the parking spot turnover and will affect my clients finding parking.

I am so excited this downtown area is growing and want all new and existing businesses to be successful. I hope that more parking spaces can be made available or if possible have designated reserved spots for businesses. This would be ideal for me since I would only need 1 or 2 spots.

Thank you for giving the area businesses the opportunity to express concerns over this proposal.

Sincerely,

Julie Jadin
 Skyline Salon
 321 Main Ave Ste B
 Depere WI. 54115

Sent from my iPhone

From: Chad Nehring <chad@thegreenroomonline.com>
 To: Kimberly T. Flom
 Cc: atkrans@gmail.com; tina@definitelydepere.org; mike.eserkaln@gmail.com
 Subject: Input - Short Term Parking

Sent: Thu 06/07/2018 10:50 AM

Kimberly:

Thanks for your presentation last night at the Definitely DePere meeting. It's encouraging to see the overall direction. I apologize for not taking the time to greet you after the meeting. As the host site, I got caught up in some logistical details and before I knew it....much time had passed.

Thanks for the opportunity to comment on the parking situation, specifically Nicolet Square. Mike Eserkaln and I as co-owners of The Green Room have been more in touch with the situation, since moving to the 365 Main building and to a 7-day operation from 11AM until late.

We had an incident occur several weeks back with a high-profile customer that utilized our facility for corporate training. Several attendees were ticketed for overtime parking (which in the interest of goodwill we ultimately refunded to them) and the overall impression was "This is how the City welcomes people?" It was hard to disagree.

Prior to the event, I had requested "relaxed" parking enforcement from the City for a half day period to accommodate our patrons. As a former law enforcement officer in a smaller city, this was a periodic request, and one that we as police officers would honor in the interest of community relations. While extremely polite about it, my request was denied by police command staff. The reason stated was that enforcement was going to be consistent, fair, and that they were aware of the issues on Nicolet Square, but there was nothing they could do about it. Indeed, a follow up communication with the Police Department and ultimately with the City Attorney reinforced that by telling us we couldn't even pay parking tickets on behalf of our patrons (in the City Attorney's somewhat direct manner - we were "practicing law without a license").

There is no question the addition of some large businesses has changed the parking dynamic downtown, and specifically in Nicolet Square. One business in particular, while a great addition to the west side, has such an abundance of customers that remain in the business for long periods that the availability of short term spaces has been reduced, significantly. While we are supportive of their success, we also have some concerns.

We coach our employees to park in non-restricted areas, and to walk into work. We leave short term parking for the use of downtown customers. Unfortunately, we seem to be in the minority for doing so. Some residential buildings also use short term parking for longer terms (especially on the weekends). Enforcement has went from nearly non existent to high levels, especially in the daytime.

I would have a few suggestions:

Three Hour Parking: This to me is a good first step. Three hours would encourage more extended visits downtown, and for most people should be satisfactory.

500 Block Parking: It would be helpful to have the lot that is on the corner of Main & 5th be an unrestricted lot. I think many people are discouraged from parking here as the signage would seem to indicate it's a private lot and towing will occur (and that could very well be the case, as I'm not clear either). If this lot were a non-permitted longer than 3 hour lot, we would coach our employees to park there and walk over.

Temporary Permits: I'll use our event as an example, and a scenario that is used in other cities: temporary permits. One would need to seek permits and permission PRIOR to the event, and permits are temporary, good for only the day in question, and only in the long term permitted areas. This would cure the occasional issues that we run into when we have a corporate group or extended classes.

Overnight Parking: Overnight parking be restricted to long term parking areas only. Those who choose to live downtown unfortunately need to be aware that parking is not always necessarily going to be "at the front door".

We want to be supportive and respectful of our entire downtown community. We need to continue to build the downtown as an end-user friendly location to visit. Some common sense on enforcement and some minor adjustments in rules will go a long way to support this goal.

Please feel free to contact me if I can provide any additional input.

Thanks again for the opportunity to comment,

Chad Nehring, CFP
 Co-Owner, The Green Room

From: Kevin Osadjan <osadjan@aol.com>
 To: Kimberly T. Flom
 Cc:
 Subject: two hour parking

Sent: Sat 06/09/2018 11:21 AM

Hello Kimberly. Gallagher's Pizza is adamantly against increasing the two hour parking limit to three hours. The Nicolet Square parking lot is a mess already. Letting people park there for three hours will only make it worse. The lot was already stressed and then you approved the opening of The Exchange. There needs to be a way to control who moves into the area per their parking requirements. There are only so many spots. Please come down on a busy afternoon and find a spot to park. You will see people circle through the lot twice and then speed off. I don't think increasing the parking limit to three hours is going to make the square or main street more vibrant and pedestrian focused...sounds nice though. It may create more vacant building space as people move out. Kevin Osadjan, Gallagher's Pizza.

From: Matt Lutsey <matt@wasedafarms.com>
 To: Kimberly T. Flom; Scott Crevier; Dean Raasch; Mike Walsh
 Cc:
 Subject: Proposed parking time limit change

Sent: Sat 06/09/2018 11:37 AM

Kim, Council, Mayor, and Boards,

In case you are all unaware, THERE IS A HUGE PARKING PROBLEM IN DOWNTOWN WEST DEPERE. Restaurants are losing business right now because when their customers come, there is no parking, and they leave and go somewhere else. One business has told me that their business is down drastically because there is no parking and is considering moving to a location with better parking options. Waseda Farms Market's grocery business died every Friday night at 5pm when the lot filled up.

Yoga classes are one hour. Lunch takes less than one hour. Dinner takes 1-2 hours. Financial planning meetings are done in less than two hours. Nails are done in under 2 hours. I think lengthening the time allowed to park from 2 to 3 hours is a bad idea and bad for most of businesses. It might be good for a coffee shop where their customers sit down for hours but that means it is only good for one business. And how much do they really spend on 2 coffees and a sandwich in 3 hours?

People do not walk around downtown west De Pere. You may want this, but the only real walking around in Downtown west De Pere is from bar to bar. Changing this to longer parking time limits will only make for less parking which means that less people are coming to downtown.

The parking is only enforced one time per day 4-5 days a week. Everyday people over stay the two hour limit and get away with it. Let them keep rolling the dice or go out and move their cars every two hours.

Longer parking time limits that will continue to go unenforced will result in less parking which mean less business. When businesses start leaving the downtown area you will know this idea is not good for everyone.

Fix your real problem and build a parking ramp, then you will have the ability to have a vibrant pedestrian friendly downtown.

Sincerely,

Matt Lutsey
 Waseda Farms Market and Building Owner

From: Maggie Dame <maggie@damesalonspa.com>
 To: Kimberly T. Flom
 Cc:
 Subject: Parking

Sent: Sat 06/09/2018 4:28 PM

Hi Kimberly

My name is Maggie Dame and I am the owner of Dame Salon Spa at 620 George Street.

I am absolutely in favor of more 3 hour parking. The two hour parking on George Street has been very difficult for my type of business to manage. We have many guests who are here for spa day treatments, extensions etc.. These appointments last 2+ hours.

Thank you for your attention to the parking issue in De Pere. I am grateful for your efforts.

I have marked the two City Hall meetings in my calendar and hopefully can attend.

Thank you

Maggie Dame

From: Tricia Huguet <georgehugo73@gmail.com>
 To: Kimberly T. Flom
 Cc:
 Subject: Infinity Hair Salon, LLC

Sent: Wed 06/27/2018 1:45 PM

Hi, I just opened a new business in the Reid Street crossing on April 2, 2018. I feel that the two hour parking limit can be a problem sometimes. Some of our customers have chemical service appointments that are somewhere between 2 to 3 hours long. So having a two hour limit can make some of them very nervous about getting out on time. I would like to see the parking limit be longer. If you have any comments, questions or concerns, please contact me!

Thanks, Tricia Huguet

Tricia H.

From: MaryAlexis <maryalexis@new.rr.com>
 To: Kimberly T. Flom
 Cc:
 Subject: Re: EE Meeting Follow Up

Sent: Wed 06/27/2018 9:22 AM

Hi Kim

Thanks for the update! Much appreciated. I understand the need for three hour parking here in Nicolet square and Ron and I are fine with that.

Glad the Cultural district master plan was approved by the plan commission. At this time, we are more supportive of the Irwin school project than creating more business and residential in the downtown on the East side. again, we think that some of the projects happening along the Riverside Drive corridor are going to fill the needs of folks for awhile and would rather see the city put its energy into the Mulva center and the other public projects that enhance the experience for all of DePere.

The facade grant change sounds fine. Does the grant apply to facades that have two fronts? Such as our situation here in Nicolet square? If not, I would add that to the new language as well.

Cheers

And thanks for all you do!

MaryAlexis and Ron
 345 Main

Sent from my iPad

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #18-14 Amending § 9-1 De Pere Municipal Code
Regarding Non-Discrimination in Housing, Public Accommodation
and Employment. (Second Reading)

The Finance/Personnel Committee moved this item forward to the Council from its July 10, 2018 without recommendation.

ATTACHMENTS:

- Ord18-14 (DOCX)
- Non-Discrimination Ordinance as Amended 2x redlined July 2018 (DOCX)

ORDINANCE #18-14

AMENDING § 9-1 DE PERE MUNICIPAL CODE REGARDING NON-DISCRIMINATION IN
HOUSING, PUBLIC ACCOMMODATION AND EMPLOYMENT

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

SECTION 1. Section 9-1(a), *Policy and Intent*, is hereby amended by deleting the last (3rd) paragraph thereof and replacing it with the following:

Where applicable, this chapter shall be interpreted and applied consistently with the provisions of the Constitutions of the United States and the State of Wisconsin, Title VII of the Civil Rights Act of 1968, 42 U.S.C. sections 2000a, et seq., 42 U.S.C. sections 3601, et seq., 24 C.F.R. sections 100, et seq., and ss. 66.1011, 106.50, 106.52 and 111.31 – 111.395, Wis. Stats., and any successor provisions of state and federal law.

SECTION 2. Section 9-1(b), *Definitions*, is hereby amended by:

1. Deleting the word “Licensing” in the definition of “Committee”;
2. Deleting the brackets ([]) around the phrase “this ordinance” in the definition of “Employer”;
3. Adding the following definition in alphabetical order:

Religious Organization means any organization, corporation, association, society, institution or entity created to carry out a religious or ecclesiastical purpose.

SECTION 3. Section 9-1(f), *Exceptions*, is hereby amended by:

1. Adding the following paragraphs as paragraphs (1), (2), and (3) of the section and renumbering the other paragraphs accordingly:

(1) This ordinance shall not apply to a religious organization engaged in non-commercial activity concerning matters of church governance, doctrine, faith, rule, law or of ministerial and/or ecclesiastical nature.

(2) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system based on age such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this ordinance.

(3) Nothing contained in this ordinance shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification, a bona fide physical requirement, or, as to a religious organization, based upon a preference for applicants of the same religion or denomination.

2. By deleting the phrase “association or society,” from paragraph (4)(A) of this section [formerly (1)(A)] .

SECTION 4. Section 9-1(h), *Jurisdiction*, is hereby amended by:

1. Deleting paragraphs 2 and 3 from this section;
2. Removing the paragraph number 1 from the remaining paragraph.

SECTION 5: This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of August, 2018.

APPROVED:

James Boyd, Acting Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Committee Approval: no recommendation 7/10/18

Publication Date: _____

Effective Date: 03/01/2018

Section 9-1, *Non-Discrimination in Housing, Public Accommodation and Employment*

Sec. 9-1.

(a) Policy and Intent.

A vibrant, productive and economically successful city is made possible by the talents, contributions and well-being of its diverse residents. It is the policy of the City of De Pere that equal rights and equal opportunity within the context of the larger commercial and social fabric of the De Pere community are promoted.

Provision for adequate safeguards against discrimination is a proper and necessary function of city government. To protect the health, safety and general welfare of all inhabitants of the city, and all persons employed and living within the city, it is declared to be the public policy of this city to foster and enforce to the fullest extent of the law equal opportunity employment, housing and public accommodations without regard to actual or perceived age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, military service or veteran status, person with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

Where applicable, this chapter shall be interpreted and applied consistently with the provisions of the Constitutions of the United States and the State of Wisconsin, Title VII of the Civil Rights Act of 1968, 42 U.S.C. sections 2000a, et seq., 42 U.S.C. sections 3601, et seq., 24 C.F.R. sections 100, et seq., and ss. 66.1011, 106.50, 106.52 and 111.31 ~~– 111.395~~, Wis. Stats., and any successor provisions of state and federal law.

(b) Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult means a person aged 18 years and older.

Age means being age 40 or older.

Ancestry means the country, nation, tribe or other identifiable group from which one descends.

Color means color of skin.

Committee means the City Finance/Personnel ~~Licensing~~ Committee.

Disability means, with respect to a person, any of the following:

Page 2 of 11

- (1) A physical or mental impairment which substantially limits one or more of the person's major life activity.
- (2) A record of having impairment.
- (3) Being perceived as having impairment.
- (4) This term does not include current, illegal use of or addiction to a controlled substance. The behavioral manifestations of a mental disability may be taken into consideration in determining whether or not the applicant is qualified.

Discriminate, discrimination or discriminatory shall mean any intentional act, policy, advertisement or practice which has the effect of subjecting any person to differential treatment as a result of that person's actual or perceived age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, military service or veteran status, race, religion, color, persons with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

Dwelling means any building, structure or portion thereof which is occupied as or designed or intended for occupancy as a residence by one (1) or more families, and vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

Employee shall mean any individual employed or seeking employment from an employer.

Employer shall mean any person who, for compensation, regularly employs five or more individuals, not including the employer's parents, spouse or children. For purposes of this ordinance, an "employer" is also any person acting on behalf of an employer, directly or indirectly, or any employment agency.

Gender identity and/or gender expression means a person's gender-related self-identity, appearance, expression or behavior, regardless of the person's assigned sex at birth.

Family includes one or more natural person.

Family status means any of the following conditions that apply to a person seeking to rent or purchase housing or to a member or prospective member of the person's household regardless of the person's marital status:

- (1) A person is pregnant.
- (2) A person is in the process of securing sole or joint legal custody, periods of physical placement or visitation rights of a minor child.
- (3) A person's household includes one (1) or more minor or adult relatives.
- (4) A person's household includes one (1) or more adults or minor children in his or her legal custody or physical placement or with whom he or she has visitation rights.
- (5) A person's household includes one (1) or more adults or minor children placed in his or her care under a court order, under guardianship or with the written permission of a parent or other person having legal custody of the adult or minor child, or adopted person.

Lodging establishment means any of the following:

Page 3 of 11

- (1) A bed and breakfast establishment, as defined in Wis. Stats. § 97.01 (1g).
- (2) A hotel, as defined in Wis. Stats. § 97.01 (7).
- (3) A tourist rooming house, as defined in Wis. Stats. § 97.01 (15k).
- (4) A campground.

Marital Status means the status of being married, single, divorced, separated or widowed.

Military Service or Veteran Status means current or former service in the U.S. armed forces, the state defense force, the national guard of any state, or any other reserve component of the U.S. armed forces.

National origin means generally a member of a nation by origin, birth or naturalization or having common origins.

Person shall mean one or more individuals, firms, corporations, partnerships or other organizations, associations or groups of persons however arranged, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers and fiduciaries.

Place of public accommodation shall be interpreted broadly to include, but not be limited to, places of business or recreation; lodging establishments; restaurants; taverns; barber, cosmetologist, aesthetician, electrologist, or manicuring establishments; nursing homes; clinics; hospitals; cemeteries; and any physical location in the city where accommodations, amusement, goods or services are provided either free or for a consideration. A place of public accommodation does not include:

- (1) any institution or club which by its nature is distinctly private;
- (2) A place where a bona fide private, nonprofit organization or institution provides accommodations, amusement, goods or services during an event in which the organization or institution provides the accommodations, amusement, goods or services to the following individuals only:
 - (a) Members of the organization or institution.
 - (b) Guests named by members of the organization or institution.
 - (c) Guests named by the organization or institution.

Protected classes are defined as:

- (1) **Age.** Persons 40 years of age or older.
- (2) **Color.** A person's skin color.
- (3) **Disability/Handicap.** A physical or mental impairment that substantially limits one or more major life activities.
- (4) **Domestic Abuse, Sexual Assault and Stalking Victims.** Persons who have been or are victims of domestic abuse, sexual assault or stalking.

- (5) **Family Status.** Household composition, including the presence of children.
- (6) **Gender Identity and/or Gender Expression.** A person's gender-related self-identity, appearance, expression or behavior, regardless of the person's assigned sex at birth.
- (7) **Lawful Source of Income.** A person's legal means of income, including such subsidized forms as Social Security, food stamps, unemployment compensation, etc.
- (8) **Marital Status.** Married, unmarried, single, divorced, widowed or separated.
- (9) **Military Service or Veteran Status.** Active or former military service, including retirement or honorable discharge therefrom.
- (10) **National Origin/Ancestry.** The country of one's birth and/or the nationality of one's ancestors.
- (11) **Race.** A person's race or the race of persons with whom one associates.
- (12) **Religion.** A person's religious beliefs or denominational affiliation.
- (13) **Sex.** A person's sex, including sexual harassment or intimidation.
- (14) **Sexual Orientation.** Individuals identified as heterosexual, gay, lesbian, bisexual or any sexual orientation identity.

Race means generally a member of a group united or classified together on the basis of common history, nationality or geography.

Religion or creed means a system of religious beliefs including moral or ethical beliefs about right and wrong that are sincerely held with the strength of traditional religious views.

Religious Organization means any organization, corporation, association, society, institution or entity created to carry out a religious or ecclesiastical purpose.

Service animal means a guide dog, signal dog, or other animal that is individually trained or is being trained to do work or perform tasks for the benefit of a person with a disability, including the work or task of guiding a person with impaired vision, alerting a person with impaired hearing to intruders or sound, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

Sex/gender means being female or male.

Sexual Orientation means a person's actual or perceived heterosexuality, homosexuality, asexuality, or bisexuality.

To rent includes to lease, to sublease, to let and to otherwise grant for consideration the right to occupy premises not owned by the occupant.

(c) **Discrimination in Housing Prohibited.**

- (1) Subject to other provisions of this article, no person may discriminate in the rental of housing, procurement of property owner's insurance or commit any sale or

discriminatory housing practice against a person on the basis of actual or perceived: age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, color, military service or veteran status, person with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

(2) ***Discriminatory housing practice*** means:

- (A) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of any basis listed in this chapter.
- (B) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of any basis listed in this chapter.
- (C) To make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale, financing or rental of a dwelling that indicates any preference, limitation or discrimination because of any basis listed in this chapter or an intention to make such preference, limitation or discrimination.
- (D) To represent to any person because of any basis listed in this chapter that any dwelling is not available for inspection, sale or rental when such dwelling is, in fact, so available.
- (E) To induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of persons of a particular economic status or a member of a protected class as set forth in this chapter or by representations to the effect that such present or prospective entry will or may result in any of the following:
 - i. The lowering of real estate values in the area concerned.
 - ii. A deterioration in the character of the area concerned.
 - iii. An increase in criminal or antisocial behavior in the area concerned.
 - iv. A decline in the quality of the schools or other public service facilities in the area.
- (F) For any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part of the making of commercial real estate loans, to deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling, or to discriminate against such person in the fixing of the amount, interest, rate, duration or other terms or conditions of such loan or other financial assistance, because of any basis listed in this chapter applicable to such person or to any associated person in connection with such loan or financial assistance, or of the present or prospective owners, lessees, tenants or occupants of the dwelling in relation to which such loan or other financial assistance is given.
- (G) By advertising in a manner that indicates discrimination by a preference or limitation based upon the classes of persons protected by this chapter.

- (H) For a person in the business of insuring against hazards, by refusing to enter into, or to do so by exacting terms, conditions or privileges with respect to a contract of insurance against hazards to a dwelling based upon the classifications of persons protected by this chapter.
- (3) ***Discrimination against victims of domestic abuse prohibited.*** A person may not evict a tenant or refuse to rent or lease residential property based on the fact that a tenant or prospective tenant or a member of the tenant's or prospective tenant's household has been or may be the victim of domestic abuse, as defined in §813.12(1)(a), Wis. Stats., or has been a victim of a crime prohibited by Chapter 948, Wis. Stats.
- (4) ***Discrimination against persons with disabilities prohibited.*** For the purposes of this section, "discrimination" includes but is not limited to:
- (A) A refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications may be necessary to afford the person full enjoyment of the premises, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.
- (B) A refusal to make reasonable accommodation in rules, policies, practices or services, when the accommodations may be necessary to afford the person equal opportunity to use and enjoy a dwelling.
- (C) In connection with the design and construction of covered multi-family dwellings for first occupancy after March 31, 1991, a failure to design and construct the dwelling in a manner that the public use and common use areas of the dwelling are easily accessible to and useable by disabled persons; or, a failure to comply with the appropriate requirements providing accessibility and usability for physically disabled people as set forth within, or adopted by, this code including the American National Standard for buildings and facilities requirements.
- (5) ***Animals assisting persons with disabilities.***
- (A) If an individual's vision, hearing or mobility is impaired, it is discrimination for a person to refuse to rent or sell housing to the individual, cause the eviction of the individual from housing, require extra compensation from an individual as a condition of continued residence in housing or engage in the harassment of the individual because he or she keeps an animal that is specially trained to lead or assist the individual with impaired vision, hearing or mobility if all of the following apply:
- i. Upon request, the individual shows to the lessor, seller or representative of the condominium association credentials issued by a school recognized by the department as accredited to train animals for individuals with impaired vision, hearing or mobility.

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- ii. The individual accepts liability for sanitation with respect to, and damage to the premises caused by, the animal.

(B) Subdivision (A) does not apply in the case of the rental of owner-occupied housing if the owner or a member of his or her immediate family occupying the housing possesses and, upon request, presents to the individual a certificate signed by a physician which states that the owner or family member is allergic to the type of animal the individual possesses.

(d) Discrimination in Employment Prohibited

With regard to employment, it shall be unlawful for any employers or labor organizations, to engage in any of the following acts, wholly or partially for a discriminatory reason:

- (1) To discriminate against any individual, with respect to failure to hire, refusal to hire, discharge, compensation, terms, conditions, or privileges of employment, including promotion; however nothing in this subsection shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;
- (2) To limit, segregate, or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities, or which would otherwise tend to adversely affect his or her status as an employee; or
- (3) To fail or refuse to refer for employment, or to give negative information to a potential employer of any individual, in such a manner that would deprive or limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as an applicant or prospective employee.

(e) Discrimination in Public Accommodations Prohibited

It shall be unlawful for a business establishment or place of public accommodation to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages, and accommodations wholly or partially for a discriminatory reason.

(1) No person may do any of the following:

- (A) Deny to another or charge another a higher price than the regular rate for the full and equal enjoyment of any public place of accommodation or amusement because of any protected class identified herein.
- (B) Deny to an adult or charge an adult a higher price than the regular rate for the full and equal enjoyment of a lodging establishment because of age, subject to Wis. Stats. §125.07
- (C) Give preferential treatment to some classes of persons in providing services or facilities in any public place of accommodation or amusement because of any protected class identified herein other than disability and military service or veteran status.

- (D) Directly or indirectly publish, circulate, display or mail any written communication which the communicator knows is to the effect that any of the facilities of any public place of accommodation or amusement will be denied to any person by reason of any protected class identified herein or that the patronage of a person is unwelcome, objectionable or unacceptable for any of those reasons.
- (E) Directly or indirectly publish, circulate, display or mail any written communication which the communicator knows is to the effect that any of the facilities of a lodging establishment will be denied to an adult because of age, subject to Wis. Stats. §125.07.
- (F) Refuse to furnish or charge another a higher rate for any automobile insurance because of any protected class identified herein other than sex or sexual orientation.
- (G) Refuse to rent, charge a higher price than the regular rate or give preferential treatment, because of any protected class identified herein other than disability, regarding the use of any private facilities commonly rented to the public.

(2)

- (A) Subject to paragraphs (B), (C) and (D), no person may do any of the following:
 - 1. Refuse to permit entrance into, or use of, or otherwise deny the full and equal enjoyment of any public place of accommodation or amusement to a person with a disability or to a service animal trainer because the person with a disability or the trainer is accompanied by a service animal.
 - 2. Charge a person with a disability or a service animal trainer a higher price than the regular rate, including a deposit or surcharge, for the full and equal enjoyment of any public place of accommodation or amusement because the person with a disability or the trainer is accompanied by a service animal.
 - 3. Directly or indirectly publish, circulate, display, or mail any written communication that the communicator knows is to the effect that entrance into, or use of, or the full and equal enjoyment of any of the facilities of the public place of accommodation or amusement will be denied to a person with a disability or a service animal trainer because the person with a disability or the trainer is accompanied by a service animal or that the patronage of a person with a disability or a service animal trainer is unwelcome, objectionable, or unacceptable because the person with a disability or the trainer is accompanied by a service animal.
- (B) The prohibitions specified in paragraph (A) apply to a service animal trainer only if the animal accompanying the service animal trainer is wearing a harness or a leash and special cape. Paragraph (A) does not prohibit a person who is accompanied by an animal from being asked whether the animal is a service animal that is required because of a disability or is an animal that is being trained to be a service animal and does not prohibit a service animal trainer from being required to produce a certification or other credential issued by a school for training service animals that the animal is being trained to be a service animal. Paragraph (A) prohibits a person with a disability from being required to

Page 9 of 11

produce documentation of his or her disability or a certification or other credential that the animal is trained as or is being trained to be a service animal.

(C) A person may exclude a service animal from a public place of accommodation or amusement if accommodation of the service animal would result in a fundamental alteration in the nature of the accommodations, amusement, goods, or services provided or would jeopardize the safe operation of the public place of accommodation or amusement. If a service animal must be separated from the person whom the service animal is accompanying, it is the responsibility of that person to arrange for the care and supervision of the service animal during the period of separation.

(D) A public place of accommodation or amusement shall modify its policies, practices, and procedures to permit the full and equal enjoyment of the public place of accommodation or amusement by a person with a disability or a service animal trainer who is accompanied by a service animal. Those policies, practices, and procedures shall ensure that a person with a disability or a service animal trainer who is accompanied by a service animal is not separated from the service animal, that the service animal is permitted to accompany the person with a disability or the service animal trainer to all areas of the public place of accommodation or amusement that are open to the general public, and that the person with a disability or the service animal trainer is not segregated from other patrons of the public place of accommodation or amusement.

(3) Nothing in this subsection prohibits separate dormitories at higher educational institutions or separate public toilets, showers, saunas and dressing rooms for persons of different sexes.

(4) Nothing in this subsection prohibits separate treatment of persons based on sex with regard to public toilets, showers, saunas and dressing rooms for persons of different sexes.

(5) Nothing in this subsection prohibits a domestic abuse services organization, as defined in Wis. Stats. §995.67(1) (b), from providing separate shelter facilities, private home shelter care, advocacy, counseling or other care, treatment or services for persons of different sexes or from providing for separate treatment of persons based on sex with regard to the provision of shelter facilities, private home shelter care, advocacy, counseling or other care, treatment or services for persons of different sexes.

(6) Nothing in this section prohibits a fitness center whose services or facilities are intended for the exclusive use of persons of the same sex from providing the use of those services or facilities exclusively to persons of that sex, from denying the use of those services or facilities to persons of the opposite sex, or from directly or indirectly publishing, circulating, displaying, or mailing any written communication to the effect that the use of those services or facilities will be provided exclusively to persons of the same sex and will be denied to persons of the opposite sex.

(f) Exceptions.

(1) This ordinance shall not apply to a religious organization engaged in non-commercial activity concerning matters of church governance, doctrine, faith, rule, law or of ministerial and/or ecclesiastical nature.

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(2) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system based on age such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this ordinance.

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(3) Nothing contained in this ordinance shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification, a bona fide physical requirement, or, as to a religious organization, based upon a preference for applicants of the same religion or denomination.

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(14) Nothing in this chapter shall prohibit:

- (A) A religious organization, ~~association or society~~, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, ~~association or society~~, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons.
- (B) A private club, not in fact open to the public, which as incident to its primary purpose provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.
- (C) Discrimination on the basis of age or persons with disability in relation to housing designed to meet the needs of the elderly or persons with disabilities.

(25) With the exception of prohibitions against discriminatory advertising and statements, this chapter shall not apply to:

- (A) An owner-occupied building containing no more than four units when the units are being sold or rented without the assistance of a real-estate broker, agent or such facilities or services in the business of selling or renting dwellings.
- (B) A single-family residence if it is rented or sold by an owner who does not own more than three such single-family residences at any one time and; provided that in the case of the sale of any such single-family residence by a private individual owner not residing in the house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within a twenty-four (24) month period and; provided any such single-family residence is being sold or rented without the assistance of a real-estate broker, agent or such facilities or services in the business of selling or renting dwelling.

(g) Enforcement.

- (1) Any person who claims to have been aggrieved or injured under this ordinance may file a written complaint with the City Administrator (or authorized designee), setting forth therein the details, including location of property, names, dates, witnesses, and other factual matters. All such complaints shall be signed by the complainant. Such complaints shall be filed within 300 days after the alleged violation of this ordinance.
- (2) The City Administrator shall provide a copy of a timely-filed complaint to the City Attorney for review and jurisdictional determination.
- (3) The City Administrator may receive and provide resolution to complaints on a voluntary, informal dispute resolution basis, may adopt rules, policies and regulations, and involve City staff as deemed appropriate and consistent with this ordinance and the laws of this state to carry out the policy and provisions of this ordinance and the powers and duties of the City Administrator.
- (4) Any complaint not voluntarily resolved through an informal dispute resolution process shall be forwarded to the City Attorney's Office for an ordinance enforcement determination.

(h) Jurisdiction.

- (+) The City shall not exercise jurisdiction over any complaint that sets forth or states any facts or allegations that are subject matter within the jurisdiction of any state or federal agency, including but not limited to the U.S. Equal Employment Opportunity Commission or the State of Wisconsin, Department of Workforce Development, regardless of whether the complainant has chosen to file with that said agency or not. If it appears that the City does not have jurisdiction over a filed complaint, the complainant shall be referred to the appropriate state or federal enforcement agency.
- ~~(2) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system based on age such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this ordinance.~~
- ~~(3) Nothing contained in this ordinance shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification, a bona fide physical requirement, or, as to a religious or denominational institution, based upon a preference for applicants of the same religion or denomination.~~

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(i) Penalty for violation of Chapter.

Penalty for violation of chapter. Any person who violates any provision of this chapter shall be subject to a municipal ordinance forfeiture in such amount as determined by resolution of the common council. Each such violation shall constitute a separate offense.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 08-07-18 (PDF)

CITY OF DE PERE
License Committee - August 7, 2018

Previously Tabled Operator License Applications	
1	DORO, ELIZABETH R.
2	DUVAL, ANGEL M.
3	HENDRICKS, RICHARD L.
4	KANE, ANDREW W.
5	MARTENS, MORGAN R.
6	MORRIS, KAITLYN O.
7	PAGENKOPF, AMY C.
8	WYDEVEN, AMANDA K.

Temporary Operator License Applications	
1	CALAWAY, JOHN R.
2	FOWLER, ALEC C.
3	MELNARIK, BRENDA L.
4	NELSEN, MARK A.
5	NOVAK, AMY S.

Renewal Operator License Applications	
1	CAPRARIO, CURT R.
2	CORDOVA, CRYSTAL J.
3	JAWORSKI, TINA M.
4	LICHTENEGGER, DEREK A.
5	PETERS, NOAH M.
6	ROBB, ADAM L.

New Operator License Applications	
1	BITTNER, MEGHAN K.
2	CULP, NICHOLE E.
3	FREWARD, ELLEN M.
4	HARJU, LYNN M.
5	HOCKERS, JESSICA V.
6	KLINE, CHARLES P.
7	MATHIS, DEVION D.
8	MORRIS, ERIN E.
9	PATEL, JABESH N.
10	RECKELBERG, DENNIS J.
11	RODRIGUEZ, GLORIA S.
12	ROSARIO, LOUELLA
13	SIELCK, LINDA D.
14	SISLEY, JESSICA R.
15	STENSAAS, ALEX R.
16	TINDALE, ANDREA J.
17	VICTORIA, BRITTANY D.

Attachment: 08-07-18 (7237 : Operator License Applications.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 8-7-18 VOUCHERS (PDF)

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A / P CHECK REGISTER

PAGE: 1

PACKET: 05916 AUG 2018 COUNCIL - 1 8-7-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7583	ADVANCE AUTO PARTS I-6339-259148	ADVANCE AUTO PARTS	R	8/07/2018		0.39CR	086088	0.39
6802	ADVANCED DISPOSAL I-B80000630293	ADVANCED DISPOSAL	R	8/07/2018		290.70CR	086089	290.70
0302	AIRGAS USA LLC I-9954104059 I-9954104060 I-9954104061	AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC	R R R	8/07/2018 8/07/2018 8/07/2018		395.65CR 143.30CR 203.10CR	086090 086090 086090	 742.05
0007	AMBROSIUS SALES & SERVICE I-4700	AMBROSIUS SALES & SERVICE	R	8/07/2018		26.67CR	086091	26.67
1530	RICHARD J. ANNEN I-201808018487	RICHARD J. ANNEN	R	8/07/2018		131.73CR	086092	131.73
6604	APWA SNOWPLOW ROADEO I-201808018486	APWA SNOWPLOW ROADEO	R	8/07/2018		190.00CR	086093	190.00
7507	DEBORAH ARMBRUSTER I-201808018488	DEBORAH ARMBRUSTER	R	8/07/2018		69.14CR	086094	69.14
0015	THE VILLAGE OF ASHWAUBENON I-SI0153002	THE VILLAGE OF ASHWAUBENON	R	8/07/2018		308.48CR	086095	308.48
1781	ASPHALT SEAL & REPAIR INC I-18013 (2) FINAL	ASPHALT SEAL & REPAIR INC	R	8/07/2018		21,541.70CR	086096	21,541.70
0496	ASTRO HYDRAULICS INC I-58321	ASTRO HYDRAULICS INC	R	8/07/2018		12.35CR	086097	12.35
4745	AUTOMOTIVE SUPPLY COMPANY I-40922916	AUTOMOTIVE SUPPLY COMPANY	R	8/07/2018		30.65CR	086098	30.65
1260	BADGER CONCRETE LIFTING I-18-19 (1) FINAL	BADGER CONCRETE LIFTING	R	8/07/2018		4,948.48CR	086099	4,948.48
0442	BADGER LABORATORIES & ENGINEERING I-18-2512	BADGER LABORATORIES & ENGINEER	R	8/07/2018		60.00CR	086100	60.00
7779	BADGER OFFICE CITY I-787049-0	BADGER OFFICE CITY	R	8/07/2018		150.00CR	086101	150.00

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0019	BADGER POPCORN & CONC SUPPLY INC							
	I-422865	BADGER POPCORN & CONC SUPPLY I	R	8/07/2018		110.00CR	086102	
	I-422949	BADGER POPCORN & CONC SUPPLY I	R	8/07/2018		222.95CR	086102	
	I-422951	BADGER POPCORN & CONC SUPPLY I	R	8/07/2018		104.00CR	086102	
	I-423727	BADGER POPCORN & CONC SUPPLY I	R	8/07/2018		152.00CR	086102	
	I-423728	BADGER POPCORN & CONC SUPPLY I	R	8/07/2018		116.10CR	086102	705.05
0020	BADGERLAND PRINTING INC							
	I-31740	BADGERLAND PRINTING INC	R	8/07/2018		40.00CR	086103	
	I-31745	BADGERLAND PRINTING INC	R	8/07/2018		105.00CR	086103	
	I-31758	BADGERLAND PRINTING INC	R	8/07/2018		62.00CR	086103	
	I-31777	BADGERLAND PRINTING INC	R	8/07/2018		250.65CR	086103	
	I-31833	BADGERLAND PRINTING INC	R	8/07/2018		561.75CR	086103	1,019.40
0023	BATTERIES PLUS LLC							
	I-P2362977	BATTERIES PLUS LLC	R	8/07/2018		101.70CR	086104	
	I-P3063777	BATTERIES PLUS LLC	R	8/07/2018		13.95CR	086104	
	I-P3699935	BATTERIES PLUS LLC	R	8/07/2018		54.00CR	086104	169.65
0027	BAY TOWEL INC							
	I-2647421	BAY TOWEL INC	R	8/07/2018		98.94CR	086105	
	I-2651855	BAY TOWEL INC	R	8/07/2018		98.94CR	086105	
	I-2654510	BAY TOWEL INC	R	8/07/2018		163.22CR	086105	
	I-2654529	BAY TOWEL INC	R	8/07/2018		87.59CR	086105	
	I-2656356	BAY TOWEL INC	R	8/07/2018		98.94CR	086105	
	I-2663476	BAY TOWEL INC	R	8/07/2018		87.59CR	086105	635.22
2970	BELLINHEALTH INC							
	I-M81650	BELLINHEALTH INC	R	8/07/2018		11.41CR	086106	11.41
7067	BEST STUMP GRINDING LLC							
	I-20180729	BEST STUMP GRINDING LLC	R	8/07/2018		888.00CR	086107	888.00
0033	BIRDSEYE DAIRY INC							
	I-73434	BIRDSEYE DAIRY INC	R	8/07/2018		211.67CR	086108	
	I-73435	BIRDSEYE DAIRY INC	R	8/07/2018		300.18CR	086108	
	I-73719	BIRDSEYE DAIRY INC	R	8/07/2018		532.18CR	086108	
	I-74000	BIRDSEYE DAIRY INC	R	8/07/2018		193.34CR	086108	
	I-74001	BIRDSEYE DAIRY INC	R	8/07/2018		145.21CR	086108	1,382.58
7780	BRADLEY LAW LLC							
	I-21599	BRADLEY LAW LLC	R	8/07/2018		500.00CR	086109	500.00

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6751	BRIDGEPORT MFG. INC.							
	I-10972-00	BRIDGEPORT MFG. INC.	R	8/07/2018		327.77CR	086110	
	I-11005-00	BRIDGEPORT MFG. INC.	R	8/07/2018		934.81CR	086110	1,262.58
0038	BROADWAY AUTOMOTIVE INC							
	I-422314P	BROADWAY AUTOMOTIVE INC	R	8/07/2018		177.74CR	086111	
	I-571227	BROADWAY AUTOMOTIVE INC	R	8/07/2018		3,278.88CR	086111	
	I-571594	BROADWAY AUTOMOTIVE INC	R	8/07/2018		1,847.30CR	086111	
	I-905579P	BROADWAY AUTOMOTIVE INC	R	8/07/2018		119.35CR	086111	5,423.27
0039	BROOKS TRACTOR INC							
	I-377315	BROOKS TRACTOR INC	R	8/07/2018		342.00CR	086112	342.00
2944	BROWN COUNTY JAIL							
	I-201808018489	BROWN COUNTY JAIL	R	8/07/2018		320.00CR	086113	320.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-37588	BROWN COUNTY PORT SOLID WASTE	R	8/07/2018		30,658.70CR	086114	30,658.70
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201808018490	BROWN COUNTY REGISTER OF DEEDS	R	8/07/2018		302.50CR	086115	302.50
2984	BROWN COUNTY TREASURER							
	I-2018-12	BROWN COUNTY TREASURER	R	8/07/2018		698.40CR	086116	
	I-2018-92	BROWN COUNTY TREASURER	R	8/07/2018		1,029.52CR	086116	1,727.92
7781	KATY BUMAN							
	I-201808018491	KATY BUMAN	R	8/07/2018		189.87CR	086117	189.87
6061	CARRICO AQUATIC RESOURCES INC							
	I-20182794	CARRICO AQUATIC RESOURCES INC	R	8/07/2018		279.61CR	086118	
	I-20182799	CARRICO AQUATIC RESOURCES INC	R	8/07/2018		195.00CR	086118	474.61
0536	CDW GOVERNMENT INC							
	I-NLP7030	CDW GOVERNMENT INC	R	8/07/2018		3,615.97CR	086119	
	I-NLR1796	CDW GOVERNMENT INC	R	8/07/2018		253.89CR	086119	
	I-NLX4435	CDW GOVERNMENT INC	R	8/07/2018		3,642.45CR	086119	
	I-NNQ1383	CDW GOVERNMENT INC	R	8/07/2018		1,218.50CR	086119	8,730.81
0520	CENTRAL BROWN COUNTY WATER AUTHORITY							
	I-2882	CENTRAL BROWN COUNTY WATER AUT	R	8/07/2018		15,300.00CR	086120	15,300.00

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2708	CLEANING SOLUTION SERVICES INC							
	I-18169	CLEANING SOLUTION SERVICES INC	R	8/07/2018		75.00CR	086121	
	I-18197	CLEANING SOLUTION SERVICES INC	R	8/07/2018		525.00CR	086121	
	I-18248	CLEANING SOLUTION SERVICES INC	R	8/07/2018		154.72CR	086121	754.72
0812	COLORTECH OF WISCONSIN INC							
	I-11668	COLORTECH OF WISCONSIN INC	R	8/07/2018		324.90CR	086122	324.90
6414	COMMUNICATIONS ENGINEERING CO							
	I-261849	COMMUNICATIONS ENGINEERING CO	R	8/07/2018		995.00CR	086123	
	I-261850	COMMUNICATIONS ENGINEERING CO	R	8/07/2018		295.00CR	086123	1,290.00
7782	CONWAY SHIELD							
	I-425792-IN	CONWAY SHIELD	R	8/07/2018		156.50CR	086124	156.50
7639	CORE & MAIN LP							
	I-J083792	CORE & MAIN LP	R	8/07/2018		40.71CR	086125	40.71
0217	COUNTRY VISIONS COOPERATIVE							
	I-201808018492	COUNTRY VISIONS COOPERATIVE	R	8/07/2018		2.98CR	086126	
	I-201808018493	COUNTRY VISIONS COOPERATIVE	R	8/07/2018		11.66CR	086126	
	I-201808018494	COUNTRY VISIONS COOPERATIVE	R	8/07/2018		25.32CR	086126	
	I-201808018495	COUNTRY VISIONS COOPERATIVE	R	8/07/2018		4.71CR	086126	44.67
2926	CROSBY HEAVY DUTY WRECKER SERV INC							
	I-17589	CROSBY HEAVY DUTY WRECKER SERV	R	8/07/2018		150.00CR	086127	150.00
6739	CTW CORP							
	I-27461	CTW CORP	R	8/07/2018		2,759.00CR	086128	2,759.00
7546	JASON CUMMINGS							
	I-201808018496	JASON CUMMINGS	R	8/07/2018		71.07CR	086129	71.07
0061	CUMMINS NPOWER, LLC							
	I-F4-12311	CUMMINS NPOWER, LLC	R	8/07/2018		186.25CR	086130	
	I-F4-12313	CUMMINS NPOWER, LLC	R	8/07/2018		126.44CR	086130	312.69
0075	DIGGERS HOTLINE INC							
	I-180 6 36401	DIGGERS HOTLINE INC	R	8/07/2018		689.58CR	086131	
	I-180 6 36402	DIGGERS HOTLINE INC	R	8/07/2018		4.80CR	086131	694.38
7753	ECS MIDWEST LLC							
	I-666051	ECS MIDWEST LLC	R	8/07/2018		2,223.85CR	086132	
	I-666054	ECS MIDWEST LLC	R	8/07/2018		1,983.90CR	086132	
	I-666055	ECS MIDWEST LLC	R	8/07/2018		288.60CR	086132	4,496.35

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0944	ELECTION SYSTEMS & SOFTWARE INC I-1052940	ELECTION SYSTEMS & SOFTWARE IN	R	8/07/2018		1,435.48CR	086133	1,435.48
7240	EMC INSURANCE I-1414565	EMC INSURANCE	R	8/07/2018		2,500.00CR	086134	2,500.00
0085	EMERGENCY MEDICAL PRODUCTS INC I-1999353	EMERGENCY MEDICAL PRODUCTS INC	R	8/07/2018		218.22CR	086135	218.22
0331	FERGUSON WATERWORKS #1476 INC I-250489 I-252026	FERGUSON WATERWORKS #1476 INC FERGUSON WATERWORKS #1476 INC	R R	8/07/2018 8/07/2018		1,972.00CR 496.40CR	086136 086136	2,468.40
0200	FIRST SUPPLY LLC I-11137701-00 I-11225370-00	FIRST SUPPLY LLC FIRST SUPPLY LLC	R R	8/07/2018 8/07/2018		212.72CR 89.91CR	086137 086137	302.63
0105	FOX SPECIALITY COMPANY I-38673	FOX SPECIALITY COMPANY	R	8/07/2018		119.52CR	086138	119.52
3655	FUN EXPRESS LLC I-690992726-01 I-6910527772-01	FUN EXPRESS LLC FUN EXPRESS LLC	R R	8/07/2018 8/07/2018		129.47CR 88.80CR	086139 086139	218.27
7079	G & O THERMAL SUPPLY COMPANY I-78920	G & O THERMAL SUPPLY COMPANY	R	8/07/2018		26.50CR	086140	26.50
7553	GLENN'S 24 HR TOWING INC I-77986 I-79017	GLENN'S 24 HR TOWING INC GLENN'S 24 HR TOWING INC	R R	8/07/2018 8/07/2018		75.00CR 225.00CR	086141 086141	300.00
2544	GLOBAL RECOGNITION INC I-177950	GLOBAL RECOGNITION INC	R	8/07/2018		1,810.00CR	086142	1,810.00
6923	GORDON FLESCH COMPANY INC. I-IN12312894	GORDON FLESCH COMPANY INC.	R	8/07/2018		142.00CR	086143	142.00
0116	GRAINGER INC I-9836087610 I-9843102097	GRAINGER INC GRAINGER INC	R R	8/07/2018 8/07/2018		59.40CR 58.72CR	086144 086144	118.12
0117	GRAYBAR ELECTRIC COMPANY INC I-9305161563	GRAYBAR ELECTRIC COMPANY INC	R	8/07/2018		49.86CR	086145	49.86

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0124	GREEN BAY CITY TREASURER							
	I-114279	GREEN BAY CITY TREASURER	R	8/07/2018		1,011.12CR	086146	
	I-114280	GREEN BAY CITY TREASURER	R	8/07/2018		199.04CR	086146	
	I-114281	GREEN BAY CITY TREASURER	R	8/07/2018		1,971.57CR	086146	
	I-114282	GREEN BAY CITY TREASURER	R	8/07/2018		175.03CR	086146	
	I-114283	GREEN BAY CITY TREASURER	R	8/07/2018		818.24CR	086146	
	I-114289	GREEN BAY CITY TREASURER	R	8/07/2018		98.43CR	086146	
	I-114290	GREEN BAY CITY TREASURER	R	8/07/2018		278.08CR	086146	4,551.51
3889	GREEN BAY PIPE & TV CONTRACTORS LLC							
	I-18-15 (2) FINAL	GREEN BAY PIPE & TV CONTRACTOR	R	8/07/2018		19,478.72CR	086147	19,478.72
0446	HAWKINS INC							
	I-4327158	HAWKINS INC	R	8/07/2018		4,420.13CR	086148	4,420.13
7208	HOLIDAY WHOLESALE							
	I-8680021	HOLIDAY WHOLESALE	R	8/07/2018		8.42CR	086149	
	I-8680022	HOLIDAY WHOLESALE	R	8/07/2018		93.69CR	086149	
	I-8696636	HOLIDAY WHOLESALE	R	8/07/2018		80.46CR	086149	182.57
6589	HSBS EWD							
	I-201808018497	HSBS EWD	R	8/07/2018		186.00CR	086150	186.00
1399	INDOFF INC							
	I-3130254	INDOFF INC	R	8/07/2018		118.71CR	086151	
	I-3131177	INDOFF INC	R	8/07/2018		671.13CR	086151	
	I-3131388	INDOFF INC	R	8/07/2018		62.85CR	086151	
	I-3132158	INDOFF INC	R	8/07/2018		121.81CR	086151	
	I-3134756	INDOFF INC	R	8/07/2018		309.95CR	086151	1,284.45
0567	INDUSTRIAL MARKETING CORP							
	I-42209	INDUSTRIAL MARKETING CORP	R	8/07/2018		248.88CR	086152	248.88
6809	JACK'S MAINTENANCE SERVICE INC.							
	I-43850	JACK'S MAINTENANCE SERVICE INC	R	8/07/2018		429.00CR	086153	429.00
5167	JANSEN, BRETT							
	I-201808018498	JANSEN, BRETT	R	8/07/2018		26.00CR	086154	26.00
2602	JOSSART BROTHERS INC							
	I-17-01 (9) FINAL	JOSSART BROTHERS INC	R	8/07/2018		50,276.06CR	086155	
	I-18-01 (3)	JOSSART BROTHERS INC	R	8/07/2018		314,363.63CR	086155	
	I-837	JOSSART BROTHERS INC	R	8/07/2018		982.00CR	086155	
	I-838	JOSSART BROTHERS INC	R	8/07/2018		911.00CR	086155	
	I-839	JOSSART BROTHERS INC	R	8/07/2018		1,111.00CR	086155	
	I-840	JOSSART BROTHERS INC	R	8/07/2018		595.50CR	086155	
	I-844	JOSSART BROTHERS INC	R	8/07/2018		1,321.50CR	086155	
	I-875	JOSSART BROTHERS INC	R	8/07/2018		5,654.25CR	086155	375,214.94

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7620	JT ENGINEERING INC							
	I-180014-04	JT ENGINEERING INC	R	8/07/2018		12,423.50CR	086156	12,423.50
1276	JX ENTERPRISES INC							
	I-1437441P	JX ENTERPRISES INC	R	8/07/2018		159.51CR	086157	
	I-1444000P	JX ENTERPRISES INC	R	8/07/2018		58.63CR	086157	
	I-1444628P	JX ENTERPRISES INC	R	8/07/2018		92.44CR	086157	
	I-1444631P	JX ENTERPRISES INC	R	8/07/2018		17.81CR	086157	
	I-1444632P	JX ENTERPRISES INC	R	8/07/2018		7.93CR	086157	336.32
3986	KIMPS ACE HARDWARE CORP							
	I-97985	KIMPS ACE HARDWARE CORP	R	8/07/2018		61.38CR	086158	61.38
3140	KUNDINGER FLUID POWER INC							
	I-50494420	KUNDINGER FLUID POWER INC	R	8/07/2018		62.55CR	086159	
	I-50494424	KUNDINGER FLUID POWER INC	R	8/07/2018		198.68CR	086159	261.23
0153	LAFORCE INC							
	I-1070685	LAFORCE INC	R	8/07/2018		18.00CR	086160	
	I-1070686	LAFORCE INC	R	8/07/2018		331.06CR	086160	
	I-1070788	LAFORCE INC	R	8/07/2018		79.75CR	086160	428.81
6577	LAKELAND LAWN CARE							
	I-77066	LAKELAND LAWN CARE	R	8/07/2018		1,095.00CR	086161	1,095.00
0154	LAMERS BUS LINES INC							
	I-538287	LAMERS BUS LINES INC	R	8/07/2018		115.58CR	086162	
	I-538288	LAMERS BUS LINES INC	R	8/07/2018		270.80CR	086162	
	I-538289	LAMERS BUS LINES INC	R	8/07/2018		192.58CR	086162	
	I-538571	LAMERS BUS LINES INC	R	8/07/2018		272.23CR	086162	851.19
0160	LIZER OF WI INC							
	I-80205AD	LIZER OF WI INC	R	8/07/2018		467.50CR	086163	467.50
7185	M3 INSURANCE SOLUTIONS, INC.							
	I-30846	M3 INSURANCE SOLUTIONS, INC.	R	8/07/2018		11,728.61CR	086164	11,728.61
0903	THE MAIL HAUS INC							
	I-155839	THE MAIL HAUS INC	R	8/07/2018		482.30CR	086165	482.30
6198	MAILFINANCE							
	I-H7252102	MAILFINANCE	R	8/07/2018		330.00CR	086166	
	I-N7221743	MAILFINANCE	R	8/07/2018		314.73CR	086166	644.73

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0173	MENARDS INC							
	C-30113	MENARDS INC	R	8/07/2018		49.97	086167	
	I-29094	MENARDS INC	R	8/07/2018		7.98CR	086167	
	I-30104	MENARDS INC	R	8/07/2018		66.27CR	086167	
	I-31036	MENARDS INC	R	8/07/2018		3.45CR	086167	
	I-31081	MENARDS INC	R	8/07/2018		28.46CR	086167	
	I-31094	MENARDS INC	R	8/07/2018		23.55CR	086167	
	I-31220	MENARDS INC	R	8/07/2018		48.69CR	086167	
	I-31236	MENARDS INC	R	8/07/2018		25.99CR	086167	
	I-31257	MENARDS INC	R	8/07/2018		11.38CR	086167	
	I-31270	MENARDS INC	R	8/07/2018		243.28CR	086167	
	I-31487	MENARDS INC	R	8/07/2018		20.67CR	086167	
	I-31531	MENARDS INC	R	8/07/2018		20.67CR	086167	
	I-31540	MENARDS INC	R	8/07/2018		89.89CR	086167	
	I-31603	MENARDS INC	R	8/07/2018		20.97CR	086167	
	I-31607	MENARDS INC	R	8/07/2018		3.49CR	086167	
	I-31657	MENARDS INC	R	8/07/2018		2.58CR	086167	
	I-31664	MENARDS INC	R	8/07/2018		259.99CR	086167	827.34
VOID	VOID CHECK		V	8/07/2018			086168	**VOID**
0376	MIDLAND PLASTICS INC							
	I-1389782	MIDLAND PLASTICS INC	R	8/07/2018		1,383.60CR	086169	
	I-1389825	MIDLAND PLASTICS INC	R	8/07/2018		20.00CR	086169	1,403.60
7252	NEWCOMERS							
	I-4626	NEWCOMERS	R	8/07/2018		100.00CR	086170	100.00
0531	NORTHEAST AUTO PARTS INC							
	C-332025	NORTHEAST AUTO PARTS INC	R	8/07/2018		77.00	086171	
	C-332176	NORTHEAST AUTO PARTS INC	R	8/07/2018		173.99	086171	
	C-332457	NORTHEAST AUTO PARTS INC	R	8/07/2018		18.00	086171	
	C-332560	NORTHEAST AUTO PARTS INC	R	8/07/2018		114.62	086171	
	I-331799B	NORTHEAST AUTO PARTS INC	R	8/07/2018		38.98CR	086171	
	I-332152	NORTHEAST AUTO PARTS INC	R	8/07/2018		47.15CR	086171	
	I-332158	NORTHEAST AUTO PARTS INC	R	8/07/2018		256.29CR	086171	
	I-332175	NORTHEAST AUTO PARTS INC	R	8/07/2018		173.99CR	086171	
	I-332237	NORTHEAST AUTO PARTS INC	R	8/07/2018		185.03CR	086171	
	I-332259	NORTHEAST AUTO PARTS INC	R	8/07/2018		17.13CR	086171	
	I-332317	NORTHEAST AUTO PARTS INC	R	8/07/2018		39.88CR	086171	
	I-332336	NORTHEAST AUTO PARTS INC	R	8/07/2018		45.48CR	086171	
	I-332353	NORTHEAST AUTO PARTS INC	R	8/07/2018		144.82CR	086171	
	I-332388	NORTHEAST AUTO PARTS INC	R	8/07/2018		28.57CR	086171	
	I-332423	NORTHEAST AUTO PARTS INC	R	8/07/2018		38.60CR	086171	
	I-332445	NORTHEAST AUTO PARTS INC	R	8/07/2018		191.69CR	086171	
	I-332455	NORTHEAST AUTO PARTS INC	R	8/07/2018		23.98CR	086171	
	I-332481	NORTHEAST AUTO PARTS INC	R	8/07/2018		18.28CR	086171	
	I-332489	NORTHEAST AUTO PARTS INC	R	8/07/2018		16.98CR	086171	
	I-332507	NORTHEAST AUTO PARTS INC	R	8/07/2018		158.09CR	086171	
	I-332510	NORTHEAST AUTO PARTS INC	R	8/07/2018		9.10CR	086171	
	I-332514	NORTHEAST AUTO PARTS INC	R	8/07/2018		19.78CR	086171	
	I-332525	NORTHEAST AUTO PARTS INC	R	8/07/2018		12.02CR	086171	

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-332541	NORTHEAST AUTO PARTS INC	R	8/07/2018		47.98CR	086171	
	I-332550	NORTHEAST AUTO PARTS INC	R	8/07/2018		49.98CR	086171	
	I-332568	NORTHEAST AUTO PARTS INC	R	8/07/2018		36.22CR	086171	1,216.41
VOID	VOID CHECK		V	8/07/2018			086172	**VOID**
VOID	VOID CHECK		V	8/07/2018			086173	**VOID**
5433	NORTHEAST WI TECH COLLEGE							
	I-SFT0000116207	NORTHEAST WI TECH COLLEGE	R	8/07/2018		80.00CR	086174	80.00
3250	NORTHERN LAKE SERVICE							
	I-337008	NORTHERN LAKE SERVICE	R	8/07/2018		488.70CR	086175	
	I-338148	NORTHERN LAKE SERVICE	R	8/07/2018		88.00CR	086175	576.70
0197	PACKER CITY INTERNATIONAL INC							
	I-X101090232:01	PACKER CITY INTERNATIONAL INC	R	8/07/2018		14.46CR	086176	
	I-X101090449:01	PACKER CITY INTERNATIONAL INC	R	8/07/2018		34.36CR	086176	48.82
0202	PEPSI COLA NEW INC							
	I-517333	PEPSI COLA NEW INC	R	8/07/2018		25.20CR	086177	
	I-518850	PEPSI COLA NEW INC	R	8/07/2018		39.36CR	086177	
	I-520376	PEPSI COLA NEW INC	R	8/07/2018		50.40CR	086177	
	I-520377	PEPSI COLA NEW INC	R	8/07/2018		16.80CR	086177	131.76
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-79114	PM SUPPLY - WRIGHT INDUSTRIAL	R	8/07/2018		301.42CR	086178	
	I-79136	PM SUPPLY - WRIGHT INDUSTRIAL	R	8/07/2018		323.96CR	086178	
	I-79171	PM SUPPLY - WRIGHT INDUSTRIAL	R	8/07/2018		43.58CR	086178	
	I-79196	PM SUPPLY - WRIGHT INDUSTRIAL	R	8/07/2018		170.34CR	086178	
	I-79200	PM SUPPLY - WRIGHT INDUSTRIAL	R	8/07/2018		121.35CR	086178	
	I-79208	PM SUPPLY - WRIGHT INDUSTRIAL	R	8/07/2018		30.26CR	086178	
	I-79226	PM SUPPLY - WRIGHT INDUSTRIAL	R	8/07/2018		90.60CR	086178	1,081.51
4159	POLLARDWATER							
	I-113723	POLLARDWATER	R	8/07/2018		718.44CR	086179	718.44
0208	POMP'S TIRE SERVICE INC							
	C-1000090879	POMP'S TIRE SERVICE INC	R	8/07/2018		60.00	086180	
	I-90049133	POMP'S TIRE SERVICE INC	R	8/07/2018		493.40CR	086180	
	I-90049165	POMP'S TIRE SERVICE INC	R	8/07/2018		278.00CR	086180	
	I-90049217	POMP'S TIRE SERVICE INC	R	8/07/2018		321.10CR	086180	
	I-90049325	POMP'S TIRE SERVICE INC	R	8/07/2018		576.20CR	086180	
	I-90049574	POMP'S TIRE SERVICE INC	R	8/07/2018		469.92CR	086180	2,078.62

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**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0395	PRO ONE JANITORIAL INC I-135672	PRO ONE JANITORIAL INC	R	8/07/2018		1,125.00CR	086181	1,125.00
0220	QUILL CORP I-8781698	QUILL CORP	R	8/07/2018		289.78CR	086182	289.78
6948	RAY'S TIRE I-1000522 I-1001277	RAY'S TIRE RAY'S TIRE	R R	8/07/2018 8/07/2018		142.50CR 973.48CR	086183 086183	 1,115.98
0227	REINDERS INC I-1741596-00 I-1744731-00	REINDERS INC REINDERS INC	R R	8/07/2018 8/07/2018		197.49CR 53.38CR	086184 086184	 250.87
2604	RIESTERER & SCHNELL INC I-1394856	RIESTERER & SCHNELL INC	R	8/07/2018		866.74CR	086185	866.74
6380	ROCK OIL REFINING INC I-270465	ROCK OIL REFINING INC	R	8/07/2018		50.00CR	086186	50.00
1890	S I METALS AND SUPPLY I-210703 I-212593	S I METALS AND SUPPLY S I METALS AND SUPPLY	R R	8/07/2018 8/07/2018		57.48CR 230.00CR	086187 086187	 287.48
0501	SAINT MARY'S HOSPITAL I-22019	SAINT MARY'S HOSPITAL	R	8/07/2018		67.22CR	086188	67.22
0235	SAINT VINCENT HOSPITAL I-48077	SAINT VINCENT HOSPITAL	R	8/07/2018		65.64CR	086189	65.64
2791	SIRCHIE FINGER PRINT LABS LLC I-355740-IN	SIRCHIE FINGER PRINT LABS LLC	R	8/07/2018		80.06CR	086190	80.06
4303	SLEEP INN & SUITES I-3242764	SLEEP INN & SUITES	R	8/07/2018		744.00CR	086191	744.00
7762	SMITHGROUP JJR I-131588	SMITHGROUP JJR	R	8/07/2018		44,212.50CR	086192	44,212.50
4094	STATE BAR OF WISCONSIN I-5045691	STATE BAR OF WISCONSIN	R	8/07/2018		135.26CR	086193	135.26

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**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0267	TRAFFIC & PARKING CONTROL INC I-I608160	TRAFFIC & PARKING CONTROL INC	R	8/07/2018		368.45CR	086194	368.45
6900	TURRIFF PLUMBING INC. I-9144	TURRIFF PLUMBING INC.	R	8/07/2018		1,620.00CR	086195	1,620.00
0417	TWEET GAROT MECHANICAL INC I-60937 I-62246 I-62248 I-62476	TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC	R R R R	8/07/2018 8/07/2018 8/07/2018 8/07/2018		1,000.00CR 1,174.00CR 855.00CR 33.89CR	086196 086196 086196 086196	3,062.89
7210	VANDEN PLAS SANITATION INC. I-35398 I-FC1947	VANDEN PLAS SANITATION INC. VANDEN PLAS SANITATION INC.	R R	8/07/2018 8/07/2018		123.60CR 3.41CR	086197 086197	127.01
1355	RONALD J VANPRICE I-201808018499	RONALD J VANPRICE	R	8/07/2018		187.52CR	086198	187.52
0282	WESCO DISTRIBUTION INC I-220506	WESCO DISTRIBUTION INC	R	8/07/2018		68.59CR	086199	68.59
7527	WI DEPT OF JUSTICE I-455TIME-5188 I-455TIME-5270	WI DEPT OF JUSTICE WI DEPT OF JUSTICE	R R	8/07/2018 8/07/2018		300.00CR 768.00CR	086200 086200	1,068.00
6469	WI DOCUMENT IMAGING I-37587 I-37588	WI DOCUMENT IMAGING WI DOCUMENT IMAGING	R R	8/07/2018 8/07/2018		231.88CR 365.00CR	086201 086201	596.88
7350	WI MEDIA I-1799640	WI MEDIA	R	8/07/2018		1,828.37CR	086202	1,828.37
1181	WI PARK AND RECREATION ASSOC I-201808018500 I-201808018501 I-201808018502	WI PARK AND RECREATION ASSOC WI PARK AND RECREATION ASSOC WI PARK AND RECREATION ASSOC	R R R	8/07/2018 8/07/2018 8/07/2018		300.00CR 300.00CR 300.00CR	086203 086203 086203	900.00
1210	WIL KIL PEST CONTROL I-3432505 I-3433181	WIL KIL PEST CONTROL WIL KIL PEST CONTROL	R R	8/07/2018 8/07/2018		113.00CR 115.50CR	086204 086204	228.50

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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
0285	WILLEMS LANDSCAPE SERVICE INC I-44326	WILLEMS LANDSCAPE SERVICE INC	R	8/07/2018		16.00CR	086205	16.00
7783	WINCRAFT INC I-2277255	WINCRAFT INC	R	8/07/2018		129.00CR	086206	129.00
1953	WRWA I-201808018503	WRWA	R	8/07/2018		130.00CR	086207	130.00
5978	ZIETLOW, ANDREW I-201808018504	ZIETLOW, ANDREW	R	8/07/2018		29.00CR	086208	29.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	118	0.00	622,066.61	622,066.61
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:	3	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:	121	0.00	622,066.61	622,066.61

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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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	8/2018	143,277.78CR
201	8/2018	2,808.73CR
208	8/2018	39.28CR
209	8/2018	500.00CR
211	8/2018	1,403.60CR
260	8/2018	561.75CR
293	8/2018	12,952.10CR
405	8/2018	416,477.86CR
601	8/2018	41,054.55CR
650	8/2018	2,990.96CR
=====		
ALL		622,066.61CR

Attachment: 8-7-18 VOUCHERS (7235 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #18-74 Ratifying Contract with the De Pere Police Benevolent Association.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 7, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration of Conflict Waiver and Request to Consent to Representation submitted by the Davis & Kuelthau Law Firm.
