



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Agenda

Tuesday, August 2, 2022

7:30 PM

Council Chambers and Virtual

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 2, 2022** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

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

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igm2.com/>.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the July 19, 2022 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Recommendation from the Board of Park Commissioners to Accept \$250 from De Pere Women's Club to Recreation Scholarship Fund.
6. Recommendation from the Board of Park Commissioners to Accept a \$400 Donation from Lions Club for Beer Gardens.
7. Recommendation from the Board of Park Commissioners to Accept a \$500 Donation from Brown County Community Women's Club to Community Center Facility & Activities.
8. Recommendation from the Board of Park Commissioners to Accept \$2,500 Donation from the Wochinske Foundation for Recreation Scholarship Fund.
9. Recommendation from Plan Commission to approve an extraterritorial 4 lot certified survey map at 4609 Cottonwood LN in the Town of Ledgeview (Parcel D-2027).
10. Recommendation from Plan Commission to approve a precise implementation plan for a proposed drive-in or convenience food establishment at 1360 Scheuring RD (Parcel WD-D0021-4).

11. Consideration and Possible Action on Wisconsin Public Service Distribution Facilities Agreement.
12. Resolution #22-68 Authorizing Lease Agreement Between City of De Pere, De Pere Deacons Hockey Team, Inc. and De Pere Voyageurs Booster Club, Inc. (Locker Room and Storage Facility).
13. Resolution #22-69 Authorizing Street Name Changes (North Stellita Circle to North Midnight Star Circle; South Stellita Circle to South Midnight Star Circle; Beasle Court to Black Shadow Court and Meyer Way to Diamond Breeze Way).
14. Presentation and discussion regarding the City of De Pere's voting tabulator equipment - request of Alderperson Raasch.
15. Voucher approval.
16. Future agenda items.
17. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Sue Sands, De Pere Women's Club
De Pere Lions Club
Betty Jensen, Brown County Community Women's Club
Jim and Kathy Wochinske, Wochinske Foundation
De Pere Ice Center



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 2, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the July 19, 2022 Common Council meeting.

ATTACHMENTS:

- 7-19-22 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Draft Minutes

Tuesday, July 19, 2022

7:30 PM

Council Chambers and Virtual

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

Attendee Name	Title	Status	Arrived
Dan Carpenter	Aldersperson	Present	
Pamela Gantz	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Amy Chandik Kundinger	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Devin Perock	Aldersperson	Present	
John Quigley	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the July 5, 2022 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen, Aldersperson
SECONDER:	Shana Defnet Ledvina, Aldersperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC

None.

5. Consideration and Possible Action on Sustainability Commission's Recommendation for a Clean Air Ordinance.

Council members discussed various aspects of the proposal, including enforcement, possible exceptions that could be included, and the merits of pursuing an educational campaign versus enacting an ordinance.

RESULT:	REFERRED BACK TO COMMISSION [UNANIMOUS]
MOVER:	John Quigley, Aldersperson
SECONDER:	Devin Perock, Aldersperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

6. Recommendation from the Board of Park Commissioners to Approve Legion Pool Replacement Plan.

Parks Director Marty Kosobucki explained that the replacement plan approved by the Parks Board is not a commitment but rather provides guidance for decisions that may need to be made. Marty and Finance Director-Treasurer Joe Zegers also answered questions from Council members about funding and timeline.

RESULT:	APPROVED BY ROLL CALL VOTE [5 TO 2]
MOVER:	John Quigley, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Gantz, Hansen, Kunding, Ledvina, Quigley
NAYS:	Dan Carpenter, Dean Raasch
ABSTAIN:	Devin Perock

7. Recommendation from the Board of Public Works to Reject all Bids for Contract 22-09 (Pond and Drainage System Construction)

Public Works Director Scott Thoresen reported that staff intends to include this in the 2023 budget and rebid next year.

RESULT:	APPROVED BID REJECTION [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

8. Recommendation from the Board of Public Works to award Contract 22-11 2022 Utility and Street Construction Waterview Heights Fifth Addition to Feaker & Sons Co., Inc, in the amount of \$3,373,145.50 contingent upon execution of the Infrastructure Improvement Agreement.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

9. Resolution #22-59 An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.

Justin Fischer from Baird presented information to the Council about the bonding, reporting that the City is in a really good financial position. He also fielded questions from Council members about rising interest rates.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

10. Resolution #22-60 An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

11. Resolution #22-61 Approving the Proposed Project Plan Amendment for Tax Incremental Financing District No. 15, City of De Pere, Wisconsin (Project Plan Amendment #1).

Development Services Director Dan Lindstrom answered questions about TID 15's role in the future southern bridge project.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

12. Resolution #22-62 Accepting Brown County Crime Prevention Funding Board Grant to Police Department in the Amount of \$4,200 for Protective Helmets.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

13. Resolution #22-63 Ratifying Fire Department Grant Application (Northeast Wisconsin Healthcare Emergency Readiness Coalition, Region 3).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

14. Resolution #22-64 Approving Master Service Agreement with Lexipol, Inc. (Fire Policy Manual and Daily Training Bulletin Annual Subscription).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

15. Resolution #22-65 Authoring Agreement for Contractor Services Between the City of De Pere and Best Stump Grinding LLC (Removal of Stumps and Maintenance Services in City Right-of-Way).

Parks Director Marty Kosobucki answered questions about staff workload and the ability for staff to do the work versus the contract price of hiring it out.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

16. Resolution #22-66 Authorizing Agreement for Contractor Services Between the City of De Pere and Suburban Wildlife Solutions, LLC (Storm Water Facilities Trapping Services).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

17. Resolution #22-67 Authorizing Agreement for Contractor Services Between the City of De Pere and Merjent, Inc. (Phragmites Mitigation).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

18. Recommendation from the Finance Committee on the approval of the 2021 Management Letter and Financial Statements.

Discussion focused on the need to address the water utility debt and potential rate increases. Public Works Director Scott Thoresen answered questions about NEW Water's role in the debt situation. Mayor Boyd noted that water rate increase information is on the City's website, and encouraged residents to contact the City if they have questions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

19. Appointments to boards and commissions by Mayor Boyd.

Connor Goodman and Madison DeCleene were appointed to the Board of Park Commissioners as Teen Advisors.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

20. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

21. Future agenda items.

None.

22. Recommendation from Finance/Personnel Committee to Remain in City of Long Beach v. Monsanto Class Action Settlement regarding PCB Contamination.

Alderperson Hansen moved, seconded by Alderperson Raasch to go into closed session at 8:47 PM. Upon vote, motion carried unanimously. Alderperson Raasch moved, seconded by Alderperson Perock to open the meeting at 8:55 PM. Upon vote, motion carried unanimously.

Alderperson Hansen moved, seconded by Alderperson Carpenter to remain in the Monsanto Class Action Settlement and accept the settlement amount.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

23. Adjournment.

Alderperson Ledvina moved, seconded by Alderperson Perock to adjourn the meeting at 8:57 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 2, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 2, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Accept \$250 from De Pere Women's Club to Recreation Scholarship Fund.

The Board of Park Commissioners, at the July 21, 2022 meeting, approved accepting a \$250 donation from the De Pere Women's Club to the Recreation Scholarship Fund. The motion passed unanimously with a 7-0 vote.

ATTACHMENTS:

- Womans Club of De Pere - Rec Scholarship 2022 (DOCX)

CITY OF DE PERE

Community Center

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



TO: Board of Park Commissioners

FROM: Paula Rahn, Recreation Superintendent

DATE: July 7, 2022

RE: Consideration & Possible Action to Approve \$250 from Woman's Club of De Pere to the Recreation Scholarship Fund

Staff is requesting the Board of Park Commissioner's approval to accept a generous donation of \$250 from the Woman's Club of De Pere to the Recreation Scholarship Fund. It is part of their mission to enrich the quality of life in our community and with this donation they hope our organization can assist in carrying out that focus.

To date, the Recreation Scholarship Fund had awarded 398 scholarships to families in need. Our current balance in the account is \$35,290.29

Thank you for your time and consideration.

Donation Information:

From: Woman's Club of De Pere
 c/o Kathy O'Brien, Treasurer
 2109 Lost Dauphin
 De Pere, WI 54115

To: De Pere Parks & Recreation Department
 For: Recreation Scholarship Fund
 Amount: \$250



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 2, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Accept a \$400 Donation from Lions Club for Beer Gardens.

The Board of Park Commissioners, at the July 21, 2022 meeting, approved accepting a \$400 donation from the De Pere Lions Club for the Beer Garden. The motion passed unanimously, with a 7-0 vote.

ATTACHMENTS:

- Memorandum Lions 2022 (DOCX)

Memorandum

To: Board of Park Commissioners

From: Cindy Lee, Recreation Supervisor

Date: June 27, 2022

Re: Approval to Accept Donation De Pere Lions Club

Staff is seeking Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of \$400 from the De Pere Lions Club for sponsorship of Mischief and Magic (Children's Entertainment) at our August Beer Gardens.

The Lions Club would be recognized as a sponsor of Mischief and Magic in our social media posts as well as at the Beer Gardens.

Thank you for your time and consideration.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 2, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Accept a \$500 Donation from Brown County Community Women's Club to Community Center Facility & Activities.

The Board of Park Commissioners, at the July 21, 2022 meeting, approved accepting a \$500 donation from the Brown County Community Women's Club for Community Center facilities and activities. The motion was approved unanimously, with a 7-0 vote.

ATTACHMENTS:

- BCCWC - CC Facility_Programs \$500 7.7.22 (DOCX)

CITY OF DE PERE

Community Center

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



TO: Board of Park Commissioners

FROM: Paula Rahn, Recreation Superintendent

DATE: July 7, 2022

RE: Consideration & Possible Action to Approve \$500 from BCCWC for Community Center facility needs and activities

Staff is requesting the Board of Park Commissioner's approval to accept a generous donation of \$500 from the Brown County Community Women's Club to the Community Center. These funds will be used to support facility needs of the Community Center along with activities ranging from youth to adults and senior citizens.

We are very thankful to the members of the BCCWC for this donation and their past generous donations. We appreciate the BCCWC helping make a difference in the lives of others and supporting these resources for the citizens of the Brown County community.

Thank you for your time and consideration.

Donation Information:

From: Brown County Community Women's Club (BCCWC)
c/o Betty Jensen
PO Box 28216
Green Bay, WI 54324

To: De Pere Parks & Recreation Department
For: Community Center Facility Needs & Activities
Amount: \$500



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 2, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Accept \$2,500 Donation from the Wochinske Foundation for Recreation Scholarship Fund.

The Board of Park Commissioners, at the July 21, 2022 meeting approved accepting a \$2,500 donation from the Wochinske Foundation for the Recreation Scholarship Fund. The above motion passed unanimously with a 7-0 vote.

ATTACHMENTS:

- 2022 Wochinske Donation (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar
Date: July 12, 2022

RE: **Approve Donation from Wochinske Foundation**

This memo is to seek the Board of Park Commissioner's approval for the De Pere Parks, Recreation and Forestry Department to accept a donation of \$2,500 for the Wochinske Foundation to be placed in the Recreation Scholarship Fund.

This is the twelfth year that Jim and Kathy Wochinske have donated to this fund. In total they have contributed \$26,000 to the Recreation Scholarship fund. They appreciate that the City offers this for our residents and truly enjoy contributing to this great program.

Thank you for your consideration in this matter. If you have any questions, concerns or comments, please do not hesitate to contact me.

Donation Information:

From: Wochinske Foundation
Jim and Kathy Wochinske
1981 Hawthorne Heights Dr.
De Pere, WI 54115
To: Recreation Scholarship Fund
Amount: \$2,500.00



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 2, 2022

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve an extraterritorial 4 lot certified survey map at 4609 Cottonwood LN in the Town of Ledgeview (Parcel D-2027).

On July 25, 2022, Plan Commission unanimously recommended approval, with conditions, by a vote of 7-0.

ATTACHMENTS:

- PC Report - CSM on Cottonwood LN (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

- Item 4: Consideration and possible action on an extraterritorial 4 lot certified survey map at 4609 Cottonwood LN in the Town of Ledgeview (Parcel D-2027). *

SITE MAP



REQUESTED ACTION: Extraterritorial Certified Survey Map Approval. *

Note: Plan Commission recommended approval of an earlier version of this CSM in April 2019 but the approval status expired. Another review is required.

COMMON DESCRIPTION: 4609 Cottonwood Lane, located south and east from the Cottonwood Lane and Heritage Road intersection in the Town of Ledgeview.

PARCEL NUMBER(S): D-2027.

ZONING: R-1 Residential for the Town of Ledgeview.

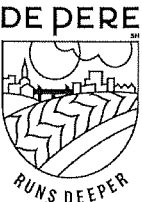
SURROUNDING LAND USES: Developing residential to the north, south, and east (Ledgeview).
Agricultural across the street to the west (De Pere).

COMPREHENSIVE PLAN: Planned Mixed Use in Ledgeview.

**City of De Pere
Staff Comments**

**Plan Commission
July 25, 2022**

APPLICANT/OWNER:	<u>Authorized Representative</u> Steven M. Bieda, PLS Mau & Associates LLP Authorized representative 400 Security BLVD, Suite 1 Green Bay, WI 54313	<u>Property Owner</u> Ryan Radue, Member Seville Properties LLC Property owner 5495 North Avenue Denmark, WI 54208
SITE HISTORY:	After a review of air photographs, the site has remained vacant for agricultural use since 1938.	
STAFF REVIEW:	When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. • The proposed CSM is in Ledgeview, immediately east of the De Pere City limits. • The proposed land division will create four residential use lots. • The City's minimum acreage and frontage are 0.2 acres and 75'; the Town's minimum is 0.3 acres (12,000 SF) and 90'. All lots meet the minimums for De Pere and Ledgeview. • The site is not within the Urban Reserve Area of Extraterritorial Review Jurisdiction due to boundary agreements. A minimum lot size of 10 acres does not apply. • The site is located inside the sewer service district for Ledgeview. • The staff recommended conditions of approval are listed at the end of the report. The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides development opportunities and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet City requirements.	
REVIEW PROCESS:	For extraterritorial certified survey map petitions the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews and provides a final decision of approval or rejection. Common Council is expected to review the certified survey map on August 2, 2022.	
STAFF RECOMMENDATION:	Staff recommends APPROVAL of the certified survey map, subject to: 1. Meeting all other state and local regulations, including Brown County Planning Commission and Town of Ledgeview. 2. Modify the City of De Pere Certificate to reference the date the Clerk signs the document AND the date the City of De Pere Common Council approved the document. Also the signature line name should be updated to read Carey E. Danen, City Clerk.	

	CITY OF DE PERE APPLICATION FOR PLANNING DEPT. CSM REVIEW	Fee: \$ 368.00
		Receipt #: 174194
		Date: 7-18-22

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Mau & Associates	Authorized Representative Steve Bieda	Title Professional Land Surveyor	
Mailing Address 400 Security Blvd Ste 1	City Green Bay	State WI	ZIP Code 54313
Email Address sbieda@mau-associates.com	Phone Number (incl. area code) 920 434 9670	Fax Number (incl. area code) _____	

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

Name (Ind. Org. or Entity) Seville Properties	Contact Person Ryan Reda	Title Owner	
Mailing Address 2585 S. Broadway	City Green Bay	State WI	ZIP Code 54304
Email Address ryan@redahomes.com	Phone Number (incl. area code) 920 569 6355	Fax Number (incl. area code) _____	

SECTION 3: Project or Site Location

Project Address/Description LEDGEVIEW (Extraterritorial)	Parcel No. D-2027
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SECTION 4: CSM Information

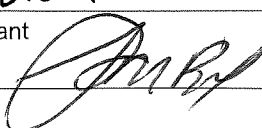
Existing Zoning:	LEDGEVIEW
Present Use of Parcel:	Vacant
Proposed Use of Lots:	4 home lots

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

SECTION 5: Certification and Permission

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

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

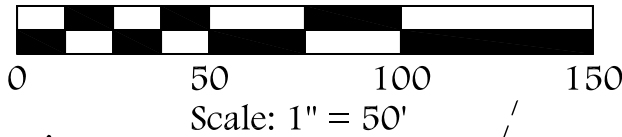
Name of Owner/Authorized Representative (please print) Steve Bieda	Title PLS	Phone Number 920 434 9670
Signature of Applicant 		Date Signed

TO BE COMPLETED BY CITY STAFF

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

Certified Survey Map

All of Outlot 3 of the recorded plat "Heritage Heights", (Volume 24, Plats, Page 22, Document No. 2756906, Brown County Records), being located in part of Private Claim 39, East Side of Fox River, Town of Ledgeview, Brown County, Wisconsin.



North



Legend

- 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- 2" iron pipe found
- ⊕ Brown County monument - type noted
-  Lot 1 building envelope area. 2675 square feet.

Cottonwood Lane

Unplatted Lands

Unplatted Lands

Lot 4
12000 sq. ft.
0.28 ac.

Lot 3
12600 sq. ft.
0.29 ac.

Lot 2
12598 sq. ft.
0.29 ac.

Lot 1
12451 sq. ft.
0.29 ac.

Outlot 2
Heritage Heights

Lot 60
Heritage Heights

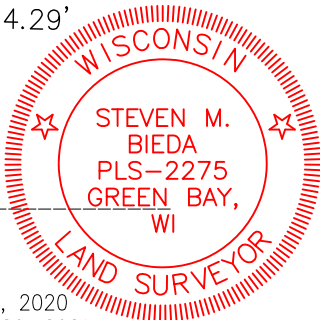
Lot 59
Heritage Heights

Lot 58
Heritage Heights

SW Corner
Private Claim 39
East Side of Fox River
(Fd 8" Rebar w/cap)

Kick Point on
Private Claim 39
T23N-R20E
(Fd 1" pipe w/cap)

Steven M. Bieda
PLS-2275
March 14, 2019
revised February 6, 2020
revised December 20, 2021
revised June 8, 2022



Client: Seville Properties

Tax Parcel: D-2027

Drafted By: MRA

File: L-12215CSM 031319.dwg

Data File: L-12215.txt

Mau & Associates, LLP

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

Sheet One of Five

Project No.: L-12215

Drawing No.: L-10642

Fieldwork Completed: 03/12/2018



Certified Survey Map

All of Outlot 3 of the recorded plat "Heritage Heights", (Volume 24, Plats, Page 22, Document No. 2756906, Brown County Records), being located in part of Private Claim 39, East Side of Fox River, Town of Ledgeview, Brown County, Wisconsin.

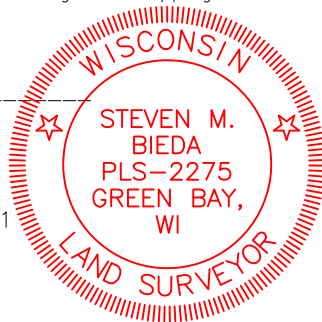
SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped all of Outlot 3 of the recorded plat "Heritage Heights", (Volume 24, Plats, Page 22, Document No. 2756906, Brown County Records), being located in part of Private Claim 39, East Side of Fox River, Town of Ledgeview, Brown County, Wisconsin.

Parcel contains 49,638 square feet / 1.14 acres more or less.
Parcel subject to easements and restrictions of record.

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

Steven M. Bieda
PLS-2275
March 14, 2019
revised February 6, 2020
revised December 20, 2021
revised June 8, 2022



CERTIFICATE OF THE BROWN COUNTY PLAN COMMISSION

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

Karl Mueller
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

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

Paul D. Zeller Date
Brown County Treasurer

CERTIFICATE OF THE TOWN OF LEDGEVIEW

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

Dan Teaters
Zoning Administrator/
Code Enforcement Officer

Sheet Two of Five
Project No.: L-12215
Drawing No.: L-10642



Certified Survey Map

All of Outlot 3 of the recorded plat "Heritage Heights", (Volume 24, Plats, Page 22, Document No. 2756906, Brown County Records), being located in part of Private Claim 39, East Side of Fox River, Town of Ledgeview, Brown County, Wisconsin.

CERTIFICATE OF THE CITY OF DE PERE

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

Carey Danen
City Clerk

LIMITED LIABILITY COMPANY OWNER’S CERTIFICATE

Seville Properties 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 said limited liability company caused the easements to be granted and the land on this Certified Survey Map to be surveyed, divided, dedicated, and mapped as represented hereon. Seville Properties LLC LLC does further certify that this Certified Survey Map is required to be submitted to the Brown County Planning Commission, City of DePere and the Town of Ledgeview for approval or objection in accordance with current Land Subdivision Ordinances.

In Witness Whereof, the said Seville Properties LLC has caused these presents to be signed by Ryan Radue, its Member, on this ____ day of _____, 20__.

Ryan Radue Member

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

Notary Public My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

NOTES

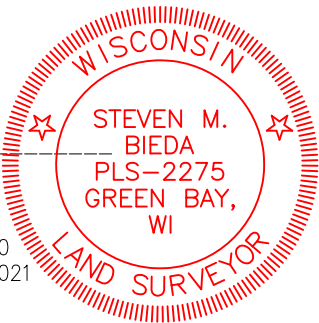
The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However,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

The lots of this land division may experience noise at levels exceeding the levels in S. Trans 405.04 Table I. These levels are based on federal standards. The department of transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway’s through–lane capacity.

A 10–foot side setback is required on each lot.

Future development of all lots shall comply with code and plat requirements for building size and floor area and with the number of structures and other requirements.

Steven M. Bieda
PLS–2275
March 14, 2019
revised February 6, 2020
revised December 20, 2021
revised June 8, 2022



Sheet Three of Five
Project No.: L-12215
Drawing No.: L-10642



Certified Survey Map

All of Outlot 3 of the recorded plat "Heritage Heights", (Volume 24, Plats, Page 22, Document No. 2756906, Brown County Records), being located in part of Private Claim 39, East Side of Fox River, Town of Ledgeview, Brown County, Wisconsin.

RESTRICTIVE COVENANTS

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

Lots 1–4 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes non-navigable waterways, all land within 35 feet of the top of bank of non-navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

Plan Approval: Complete copies of Plans (Construction Blueprints); including plan for each level of the home (above and below ground), all elevations, and plot plan must be submitted to the Developer for approval prior to the start of construction and shall remain on file with the Developer:

- All homes to have a minimum 6 ½ roof pitch
- All homes to have a minimum of 2 stall garage
- All homes to have some masonry on front (approximately ¼ of front of house). Except Salt box style homes will be exempt from this requirement
- All homes to have a hard surface driveway
- All homes to be built on site
- All ranch homes to be a minimum of 1,600 square feet
- All 2 story homes to be a minimum of 1,800 square feet

Developer’s Approval/Architectural Control: The improvements on each Lot to any alteration thereof, shall be subject to the approval of the Developer which has the authority to approve or reject the plot plan, design, floor plan, color, elevation, and site location of improvements on any lot in order to preserve and protect the integrity and harmony of the Heritage Heights plat. Such approval may be evidenced on the blue print itself or on a separate written instrument, signed by the Developer.

Building Relocation: No building erected elsewhere may be moved onto any lot or lots within the plat certified survey map.

Temporary Structures: No temporary structures (including, within exclusion of others, trailer, basement without residence above, tent, shack, garage or barn of any kind) will be permitted for dwelling purposes.

Grade: Every house shall have a foundation below the frost line. Every house shall be placed on the lot to establish the top of foundation at a minimum of 24” above curb height; with adjustments being made for the contour of the road and existing homes. Final grade, after construction, the construction area and land occupied by public easement shall not be graded in such a manner as to interfere with drainage of storm water of said lot or neighboring lots. Exposed or walkout lots shall not have lower level openings below the current known high water elevation for the area. Said use shall be identified with plan submitted for pan approval and the individual lot owner shall be solely responsible to insure that the structure is properly placed so as to not cause themselves, their neighbors or the rest of the development drainage problems in the future. During the platting process for Heritage Heights there has been a drainage plan designed by the engineer. Property owners are responsible to make sure their property is in compliance with this drainage plan at all times; before, during and after construction. If lot owner is found not to be in compliance with the drainage plan and corrections need to be made it will be done at property’s owner expense.

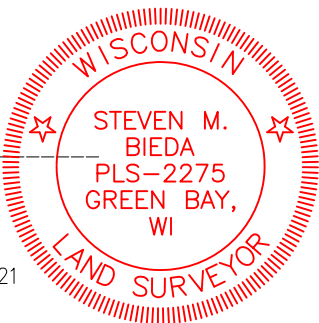
Suitability of Soil: During the development process soil(s) may be moved onto/off of/across lots in this development. Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any Lot. Developer recommends prospective buyers, at buyer’s expense, have their Lot inspected and tested by a qualified professional regarding subsurface conditions or any matter which may be of concern to buyer.

State Date/completion: There is no construction limit between lot ownership and start date. Projects must be complete within one year of start of construction (issuance of building permit by the Town of Ledgeview). Every structure shall have a permanent finish on the exterior within six months of start. Completion of a project includes the dwelling, the lot, which shall be finally graded to meet existing grade requirements: landscaping, lawn and hard surface driveway.

Lot Stakes/Corner Markers: Survey stakes (metal pipes in the ground) identify every lot corner. Whether done by individual lot owner, their builder, or professional surveyor; the lot owner is responsible to locate corner markers. The home must be placed within the legal limits of the plat certified survey map and the requirements of the Town of Ledgeview. Lot owners shall be solely responsible for maintaining all survey markers and must be sure they are not moved or removed during the construction of their individual homes. A disturbance of a survey stake by anyone is a violation of Section 236.32 of the Wisconsin Statutes.

(Continued on next sheet)

Steven M. Bieda
PLS-2275
March 14, 2019
revised February 6, 2020
revised December 20, 2021
revised June 8, 2022



Sheet Four of Five
Project No.: L-12215
Drawing No.: L-10642



Certified Survey Map

All of Outlot 3 of the recorded plat "Heritage Heights", (Volume 24, Plats, Page 22, Document No. 2756906, Brown County Records), being located in part of Private Claim 39, East Side of Fox River, Town of Ledgeview, Brown County, Wisconsin.

RESTRICTIVE COVENANTS (continued)

Fill and Topsoil: Stockpiles of topsoil and fill located on any lot remain the property of the subdivision/developer and are not a part of the sale of any individual lot upon which it may be stockpiled. Any fill hauled in or out of any lot shall be at the buyer’s expense.

Maintenance of Vacant Lot: The lot owner is responsible for the maintenance and upkeep of the lot prior to the start of construction, including but not limited to keeping the lot free of trash and debris and cutting long grass and weeds.

Construction Debris/Curb Cuts: The lot owners, in accordance with ordinances enforced by the Town of Ledgeview, shall dispose of all debris created during construction, including curb cuts. Any cost incurred by developer for removal of such debris shall be billed to the homeowner who is responsible for removal of such debris.

Outbuildings: Outbuildings or storage shed shall: A) be of an exterior material to match the roof and siding of the residence. B) shall comply with all zoning regulations and building codes of the Town of Ledgeview. C) shall be limited to one per lot. D) shall not exceed 144 square feet in size.

Exterior Storage: There shall be no long term (not longer than 2 weeks) exterior storage of trailers, RVs, boats, inoperable vehicles of any kind on any lots.

Fences: No chain line or barricade fences of any kind shall be permitted on any lot. All fences must be located by professional surveyor and must comply with all restrictions imposed by the Town of Ledgeview.

Amendments/Changes: Variations from these restrictions may be approved in writing by the subdivision Developer.

Duration: The covenants are restrictions of this Declaration and shall remain in effect for a period of (20) years from the date hereof (August 31, 2016) and thereafter shall continue to be automatically be in effect for additional periods of five (5) years unless terminated or otherwise limited or enlarged by the recording of an instrument executed and acknowledged by the then owners of at least 75% of the lots covered by this Declaration Document No. 2756907, Town of Ledgeview, Brown County, Wisconsin.

Disputes: All covenant disputes and/or violations are to be reconciled between the parties involved or through the civil court system. Developer is not responsible for the correction of such violations and/or disputes, nor the process through which the disputes are remedied. Lot owners will take it upon themselves to remedy all covenant violations.

Variations in any of these covenants may be permitted by the developer where he is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the subdivision as a whole. After the developer no longer owns any lot in the subdivision, requests for variations may be submitted to such review committee(s) as may be convened among the property owners within the subdivision for consideration and approval or rejection.

UTILITY EASEMENT PROVISIONS

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

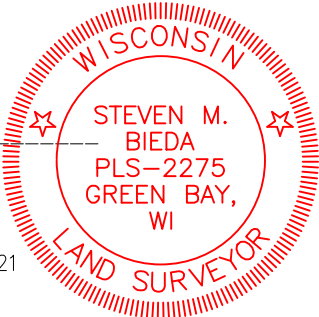
Seville Properties LLC dated _____, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, and other public utilities, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with 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.

Steven M. Bieda
PLS-2275
March 14, 2019
revised February 6, 2020
revised December 20, 2021
revised June 8, 2022



Sheet Five of Five
Project No.: L-12215
Drawing No.: L-10642



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 2, 2022

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve a precise implementation plan for a proposed drive-in or convenience food establishment at 1360 Scheuring RD (Parcel WD-D0021-4).

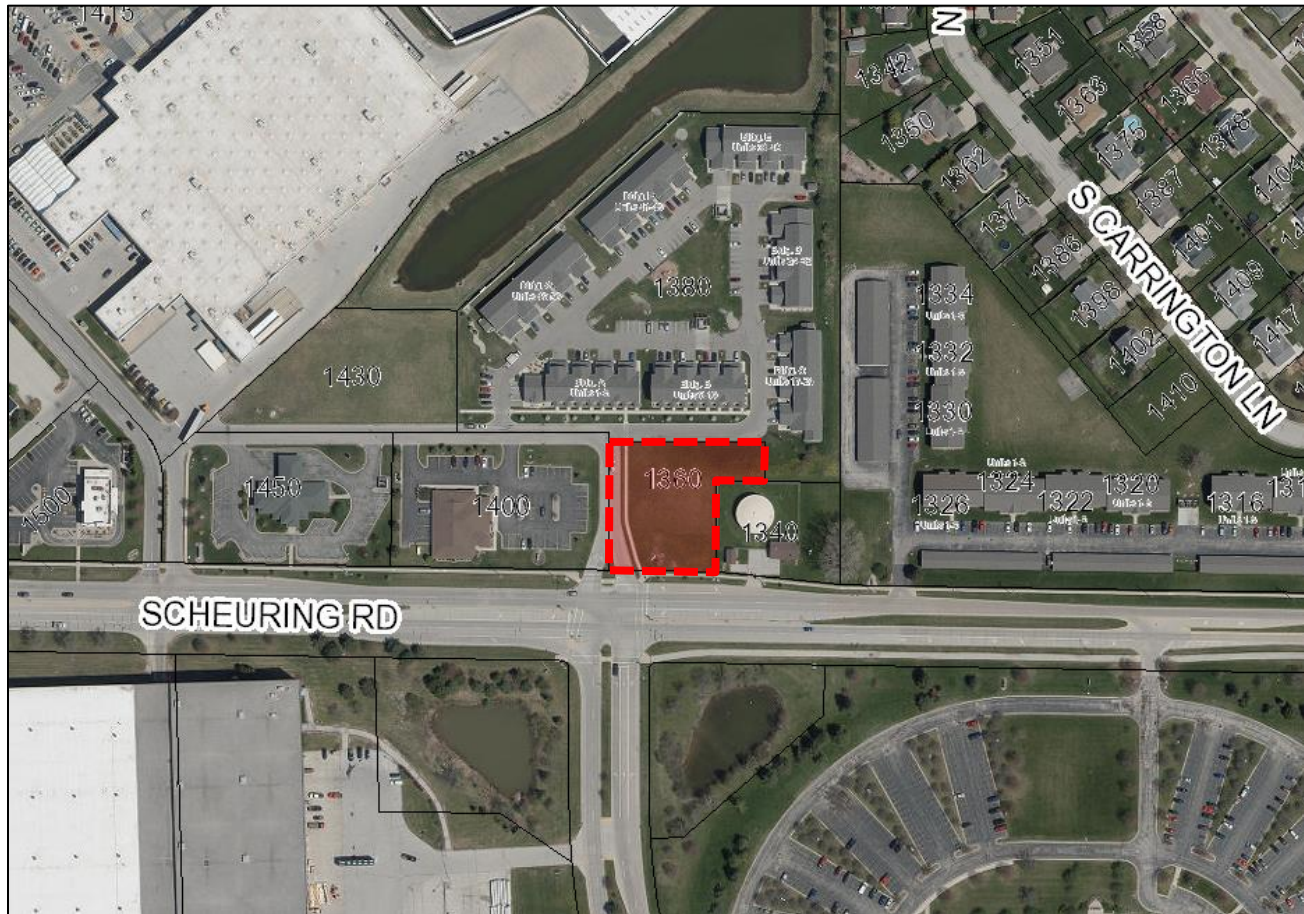
On July 25, 2022, Plan Commission unanimously recommended approval by a vote of 7-0.

ATTACHMENTS:

- PC Report - PIP - Starbucks (DOCX)
- Application Form from GDP (PDF)
- PIP & Site Plan - REVISED4 PRELIMINARY - 13 Jul 2022 (PDF)

ITEM 6: Consideration and possible action on a precise implementation plan for a proposed drive-in or convenience food establishment at 1360 Scheuring RD (Parcel WD-D0021-4). *

SITE MAP



REQUESTED ACTION:

Precise Implementation Plan (PIP) request.

Plan Commission reviewed the General Development Plan on March 28, 2022.

COMMON DESCRIPTION:

1360 Scheuring RD, located northeast from Scheuring RD and American BL. The private drives on the west and north sides of the parcel are not streets.

PARCEL NUMBERS:

WD-D0021-4.

ZONING:

HWY 41-A PDD (Highway 41 Business Corridor: District A with a Planned Development District overlay).

SURROUNDING LAND USES:

Multifamily (HWY 41-A PDD) to the north.
Business Park (I-B-1) to the south.
City water tank (HWY 41-A) and multifamily (R-3 PDD) to the east.
Business (HWY 41-A PDD) to the west.

COMPREHENSIVE PLAN:

Commercial.

APPLICANT / OWNER:

Authorized Representative
Joel Ehrfurth, Principal Engineer
Mach IV Engineering & Surveying LLC
2260 Salscheider CT
Green Bay, WI 54313

Property Owner

Nicolet Commercial De Pere LLC
ATTN: Andy Dumke, Owner
230 Ohio ST
Oshkosh, WI 54902

SITE HISTORY:

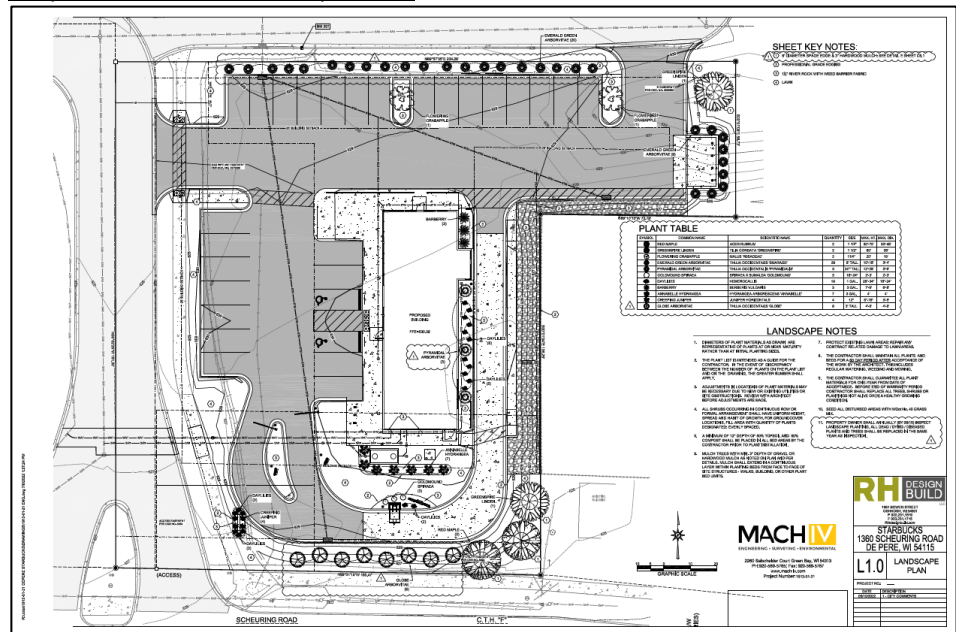
The undeveloped site was part of a rural farmhouse property until the 1970's.

In 2002 the City approved the Walmart/Menards Planned Development District (PDD), which included the northern 2/3 of the parcel. The PDD for the northern 2/3 of the parcel was amended in 2014 when apartments were developed to the north. The entire parcel was added to a new PDD in 2022, which allows for the proposed *"drive-in or convenience food establishments"* use.

**PROJECT SUMMARY
AND STAFF REVIEW:**

Planned Development District (PDD) projects require a multistep review process including rezoning, a General Development Plan (GDP), and a Precise Implementation Plan (PIP). This staff report covers the final PIP step of the process.

The PIP substantially reflects the approved GDP, and minimal variations to standard zoning are being requested. Thus, this report has been shortened to briefly summarize the project with the focus being on changes from standard zoning.

Proposed PIP Site Landscape Plan:



Proposed Uses

The PIP uses the term “fast food restaurants with drive-thru” to reference the permitted coffee shop use, and 29 other permitted uses are listed.

Proposed Yard Requirements

No proposed variations from the PDD or the zoning district.

Proposed Building façade materials

The primary building façade includes the following approvable materials with colors in parentheses: brick (pewter), architectural panel (vintage wood cedar), glass (transparent, partially opaque on south end). The building cantilevers, trim, and fence are black.

Proposed Parking

No proposed variations from the PDD or the zoning district.

Proposed access

The primary access is from two two-way drives that connect to a private drive lane system to the west and to the north. There is no direct drive connection to Scheuring RD. A Traffic Impact Analysis document was submitted to confirm the appropriate design for traffic flow and volume. Staff can provide the document upon request.

Proposed Signage

The petitioner agreed that the site would have no more than three signs requiring permits: Specifically, one monument sign in the southwest corner; One wall sign on the south façade (facing Scheuring RD); And one wall sign on the west façade (facing a private drive to the west).

Municipal Code allows for the one monument sign and one wall sign due to the Scheuring RD frontage. Staff city evaluated the west private drive and determined the private drive to be a throughway that provides access for

multiple businesses within the original PDD. Thus, the drive would allow for a second wall sign. The driveway to the north is not a candidate for a third wall sign because the driveway primarily serves one apartment complex and is secondary access for the subject PIP property.

Landscaping

The developer included a Landscape Plan. Due to easements, landscaping is minimal in some areas on the west end of the site. To accommodate the sweep of headlight glare from the drive-through into Scheuring RD (southward), and from the parking area into the residential area (northward) the petitioner added rows of arborvitae at the north and south ends of the property. This request was made to address safety and screening needs.

Conclusion

The PIP complies with the City's development design standards including building design, landscaping, signage, parking/loading, and accommodation of pedestrian traffic (including bicycle traffic).

STAFF RECOMMENDATION: Staff recommends approval of the Precise Implementation Plan (PIP) for a proposed drive-in or convenience food establishment at 1360 Scheuring RD. There are no remaining staff suggested conditions of approval.

Note: If Plan Commission makes a recommendation the Common Council review and final decision may take place as early as August 2, 2022.

	CITY OF DE PERE APPLICATION FOR REZONING	Fee: \$ 305.00
		Receipt #: _____
		Date: _____

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) MACH IV ENGINEERING & SURVEYIN LLC	Authorized Representative JOEL EHRFURTH	Title PRINCIPAL ENGINEER	
Mailing Address 2260 SALSCHIEDER COURT	City GREEN BAY	State WI	ZIP Code 54313
Email Address JEHRFURTH@MACH-IV.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) NICOLET COMMERCIAL DEPERE LLC	Contact Person ANDY DUMKE	Title OWNER	
Mailing Address 230 OHIO STREET	City OSHKOSH	State WI	ZIP Code
Email Address ANDY@ALLIANCEDEVELOPMENT.BIZ	Phone Number (incl. area code) 920 230-3628	Fax Number (incl. area code) 920 230-6484	

SECTION 3: Project or Site Location

Project Address/Description 1360 SCHEURING ROAD	Parcel Number(s): WD-D0021-4
--	-------------------------------------

SECTION 4: Proposed Rezoning Use

Existing Zoning:	PDD/HIGHWAY 41 - DISTRICT A		
Proposed Zoning:	PDD		
Adjacent Zoning: North PDD	Adjacent Zoning: South IB-1	Adjacent Zoning: West PDD	Adjacent Zoning: East HWY 41-DIST A
Present Use of Parcel	VACANT		
Proposed Use of Parcel	RESTAURANT W/ DRIVE THRU		

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) JOEL EHRFURTH	Title PRINCIPAL ENGINEER	Phone Number 920 569-5765
Signature of Applicant Joel Ehrfurth	Digitally signed by Joel Ehrfurth DN: cn=Joel Ehrfurth, o=Mach IV Engineering & Surveying LLC, ou, email=jehrfurth@mach-iv.com, c=US Date: 2022.02.24 09:04:31 -06'00'	Date Signed

Attached additional sheets if necessary.



GENERAL DEVELOPMENT & PRECISE IMPLEMENTATION PLAN

1360 SCHEURING ROAD

MACH IV PROJECT NO. 1913-01-21

COMMON DESCRIPTION:	1360 Scheuring Road, located at the intersection of a private road and Scheuring Road, north of American Boulevard (see C0.1).
PARCEL NUMBER:	WD-D0021-4
EXISTING ZONING:	The parcel has split zoning, the northern portion of the parcel is zoned PDD, the south approximate 58 feet is zoned Highway 41 – District A. Total area to be rezoned is approximately 0.2 acres.
PROPOSED ZONING:	Highway 41 – District A with PDD overlay
SURROUNDING LAND USES:	Multifamily to the north Commercial to the south City water tower to the east Commercial to the west
PERMITTED USES:	Permitted uses were established in 2002 PDD. Allowable uses include: Auto Repair Facilities Auto Supply Stores Bank and Financial Institutions with Drive-Thru Car Dealerships Car Washes Convenience Stores Credit Unions Department Stores Department Stores with Grocery Discount Department Stores Fast Food Restaurants with Drive Thru Furniture Stores Garden Centers Gas Stations General Retail Stores

Grocery Stores or Supermarkets
 Health Clinics
 Health Clubs
 Hobby Stores
 Home Improvement Stores with Lumber Yards
 Hotels & Motels
 Offices
 Pharmacies with Drive Thru
 RV and Camper Dealerships
 Service Shops
 Sit-Down Restaurants
 Specialty Retail Stores
 Theaters
 Wholesale Clubs
 Other Businesses Typically Found in Shopping Centers

APPLICANT/OWNER: NICOLET COMMERCIAL DEPERE LLC
 230 OHIO ST
 OSHKOSH WI 5490

SITE HISTORY: The parcel is located in a large area (67.07 acres) that was rezoned from Highway 41 – District A to PDD in 2002. The area has been developed primarily around Walmart and Menards. The northern portion of the parcel was included in the PDD zoning. In 2014 the portion of Parcel WD-D0021-4 still currently zoned Highway 41 – District A was split off the parcel with the City water tower via a CSM. The CSM created two lots with the subject portion being Lot 2. In 2015, Lot 2 was combined with the parcel to its north, via a CSM, to create what is currently parcel WD-D0021-4. Zoning for the southern portion of the parcel remained Highway 41 – District and the northern portion remained PDD zoning and the south 0.2 acres retained the Highway 41 – District A zoning.

GENERAL DEVELOPMENT PLAN

1. General Location Map
Sheet C2.0 contains the proposed site plan. The owner is proposing the construction of a restaurant/coffee shop with a drive through.
2. Property Boundaries
The proposed re-zoning is intended for parcel WD-D0021-4.
3. Property Topography
The property is reasonable flat. Drainage is generally west to east. A formal topographic is included as Sheet C1.0.
4. General Site Plans
 - a. Land Uses
The rezoning/PDD Amendment request is to allow for the construction of a construction of a restaurant/coffee shop with a drive through, associated parking, and landscaping.
 - b. Density
The proposed development is for a single use commercial facility.
 - c. Aesthetic Characteristics

Proposed user is a national franchise. Architectural elevations identifying general colors, materials, and appearance as well as material samples and colors are shown on Sheet A2.0-A2.2.

- d. Street Patterns
Site fronts a public road (Scheuring Road) and two private roads. Access will be from the private road.
- e. Storm Water Management
Site will be internally drained. The city's stormwater management goals are achieved by a private regional pond.
- f. Recreational and open spaces
There are no proposed park facilities associated with the proposed re-zoning.
- g. Common Open Space
There is no proposed common open space associated with the proposed re-zoning.
- h. Development Statistical Data

Total Area	35,172 sf
Building Area	2,421 sf
Pavement Area	23,434 sf
Green Space	9,317 sf
No. of Parking Stalls	28

Note - final statistics will be determined and finalized during the PIP process
- i. Yard Requirements

Lot Coverage:	80% maximum
Open Space:	20% minimum
Setbacks:	
Front Yard:	Not less than 40'
Side Yard::	Not less than 25'
Rear Yard:	Not less than 25'
Corner Side Yard:	Not less than 40' in every instance where the side property line is adjacent to a public street
- j. Deed Restrictions
The existing PDD does not identify specific deed restrictions.

PRECISE IMPLEMENTATION PLAN:

Precise implementation plan. The Precise Implementation Plan consists of that portion of the General Development Plan for which specific development approval is requested and may not be approved until after final approval of the General Development Plan is secured. Such plan shall be clearly marked "Precise Implementation Plan" in bold letters and shall provide the following information:

- a) An accurate identification of the area of the Precise Implementation Plan as it relates to the General Development Plan.
Refer to attached site plan set including proposed civil plans and architectural drawings.
- b) A subdivision plat as required by Section [Chapter] 236, Wisconsin Statutes [Wis. Stats. ch. 236], of the area of the Precise Implementation Plan showing all existing utilities and recorded easements.
An existing condition survey is included as Sheet C1.0 and is enclosed
- c) The topography of the area of the Precise Implementation Plan showing contours at an interval of no more than 5 feet.
The existing topography is shown in the attached drawing C1.0 and proposed grading is illustrated in the enclosed drawing C4.0.

- d) A detailed site development plan showing at a scale no smaller than 1" = 200' the specific designation of proposed land utilization, including the pattern of public and private roads, driveways, walkways, and parking facilities; detailed lot layout, and the arrangements of building groups other than single family residences; the use intended for any nonresidential buildings; and the specific treatment of any common open spaces.

Refer to Sheet C2.0.

- e) A proposed grading plan for the area of the Precise Implementation Plan.

The site will be largely internally drained via storm sewer. The storm sewer discharges to a private storm sewer system within the PDD development. The stormwater ultimately is conveyed to a stormwater management pond that treats the PDD development. The proposed grading and utility plans are enclosed.

- f) Specific landscape plans for all common open space, amenities or housing groups other than private single-family lots, including fences, walls, signs, and lighting.

The site is intended to conform to City zoning with PDD overlay. Refer to L1.0 for the proposed landscape plan. Property Owner will be responsible for conducting an annual inspection by June 15th. All dead/dying/diseased plants and trees will be replaced in the same year as the inspection.

- g) Architectural plans for any nonresidential buildings, multiple family structures or building clusters other than conventional single-family homes on individual lots in sufficient detail to indicate the floor area, bulk, and visual character of such buildings.

Proposed architectural plans are enclosed.

- h) Detailed storm drainage, sanitary sewage disposal, and water system plans approved by the Board of Public Works.

The infrastructure is proposed as private facilities and as such, would be designed in accordance with application state standards. No public utilities are proposed.

- i) Proposed engineering standards for all roads, parking areas, and walkways.

The roads and walkways existing. The proposed parking areas and walkways are on private property. Proposed construction details are included in the enclosed plans.

- j) Agreements, bylaws, covenants, and other documents providing for permanent preservation and maintenance of common open areas and amenities.

The site will conform to existing developers agreement/association bylaws for the general PDD overlay area. No further agreements, bylaws, or covenants are proposed. The bylaws would apply to lots in the PDD overlay.

- k) A schedule and map as to the intended phasing of development if more than one phase is intended.

The proposed development is projected to occur in a single phase.

- l) Any other information deemed appropriate and necessary by the Plan Commission.

NA

- m) Proposed wall signage

STARBUCKS LOGO SIGN.

LOCATED ON SOUTH ELEVATION. CENTERLINE IS 15'-10" ABOVE FIRST FLOOR AND 14.0' FROM WEST WALL. SIGN IS 48" DIAMETER.

48" SIREN DISK ILLUMINATION:

INTERNALLY ILLUMINATE LOGO DISK WITH LUMIFICENT WHITE LEDS INSTALLED TO BACK OF DISK. POWER WITH SELF-CONTAINED LUMIFICENT POWER SUPPLY CONTAINED WITH AN U.L. ENCLOSURE COVERED IN WHITE VINYL FILM.

STARBUCKS SIGN

LOCATED ON WEST ELEVATION. CENTERLINE 15'-10" ABOVE FIRST FLOOR AND 42'-4-1/2" FROM NORTH WALL. SIGN IS 18'-1" LONG BY 2'-1" HIGH.

STARBUCKS WORDMARK SIGNAGE ILLUMINATION:

INTERNALLY ILLUMINATE LETTERS WITH LUMIFICENT WHITE LEDS ATTACHED TO INSIDE OF LETTER BACKS. POWER WITH 120V LUMIFICENT POWER SUPPLIES POWER TO BE LOCATED BEHIND WALL



PRECISE IMPLEMENTATION PLAN

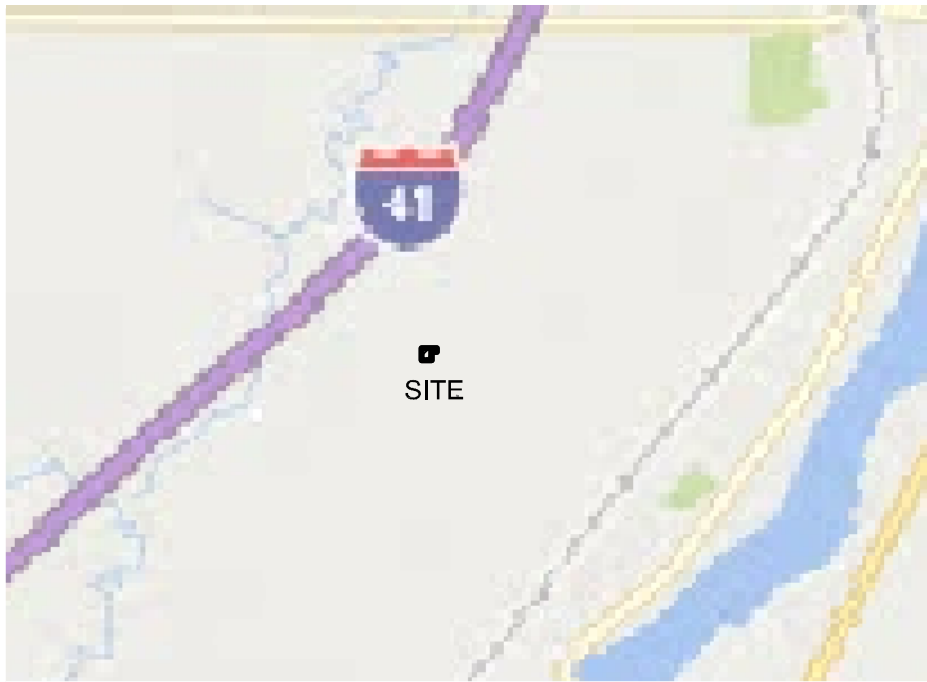
LEGAL DESCRIPTION

LOT 1 OF VOLUME 61, CERIFIED SURVEY MAPS, PAGE 14 (DOCUMENT #2720224-MAP #8595), BROWN COUNTY RECORDS, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T23N-R20E, CITY OF DEPERE, BROWN COUNTY, WISCONSIN.

1

OWNER

NICOLET COMMERCIAL DE PERE, LLC
230 OHIO STREET
OSHKOSH, WI 54902



LOCATION MAP

1360 SCHEURING ROAD
DE PERE, WI 54115

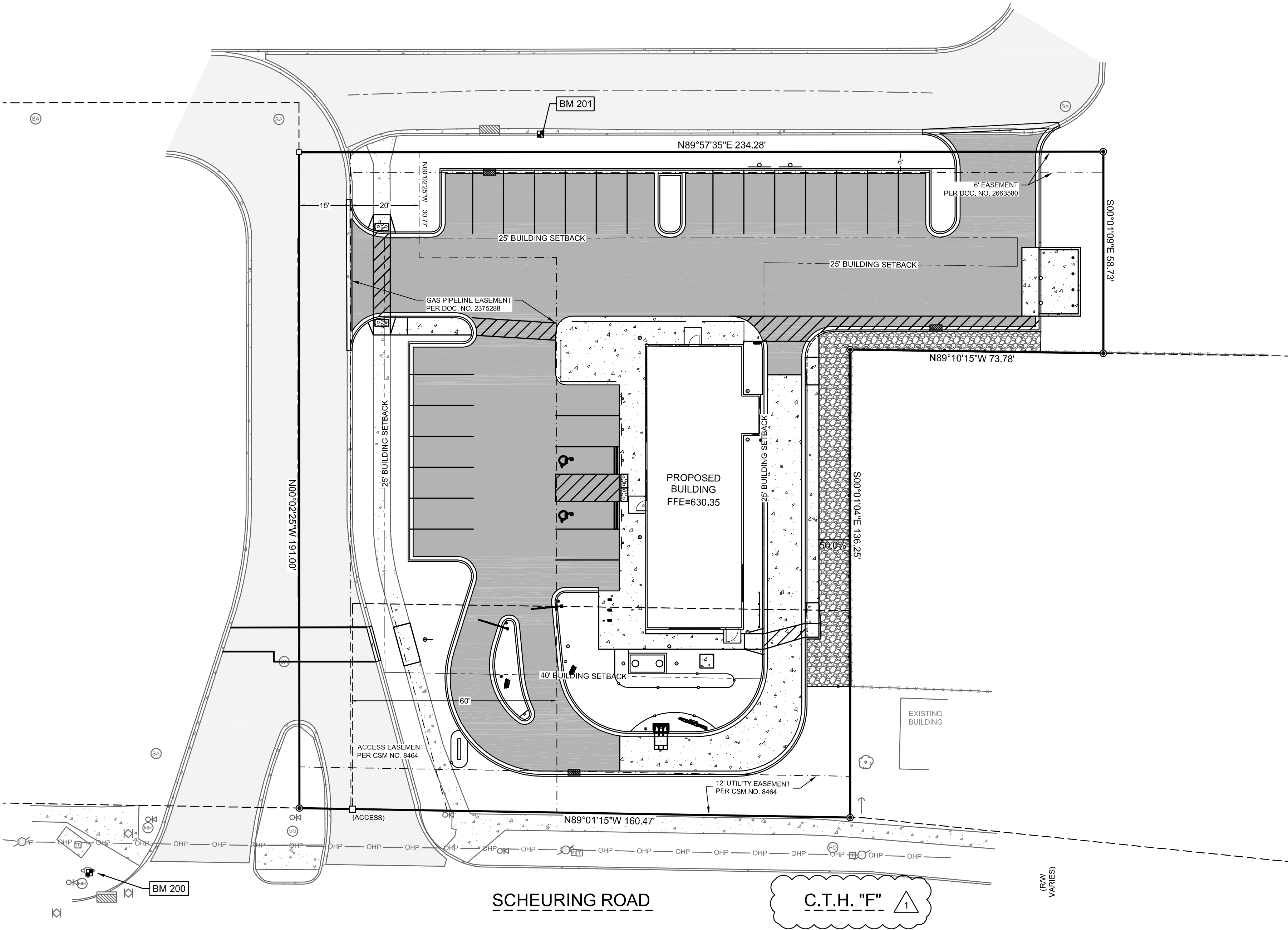
NOT TO SCALE

CIVIL SHEETS INDEX

- C0.1 COVER SHEET
- C1.0 EXISTING CONDITIONS
- C2.0 SITE PLAN
- C2.1 SITE PLAN - VEHICLE STACKING
- C3.0 UTILITY PLAN
- C4.0 GRADING PLAN
- C5.0 EROSION CONTROL PLAN
- C5.1 EROSION CONTROL DETAILS
- C6.0 SITE DETAILS
- C6.1 UTILITY DETAILS
- L1.0 LANDSCAPE PLAN

CIVIL GENERAL NOTES:

- SURVEY WAS PERFORMED BY MACH IV ENGINEERING & SURVEYING LLC SEPTEMBER 2021.
- SURVEY VERTICAL DATUM IS NAVD88.
- THIS SURVEY DOES NOT GUARANTEE THE EXISTENCE/ NON-EXISTENCE, SIZE, TYPE OR LOCATION OF UNDERGROUND UTILITIES. UTILITIES SHOWN ARE BASED ON ABOVEGROUND UTILITY STRUCTURES (I.E. VALVES, MANHOLES ETC.), AND AVAILABLE UTILITY MAPS AND PLANS.
- UNLESS OTHERWISE INDICATED, ALL EXISTING STRUCTURES AND FACILITIES SHALL REMAIN.
- PROVIDE TURF, AS SPECIFIED TO ALL DISTURBED AREAS NOT RECEIVING PAVEMENTS, CURBS, SIDEWALKS, BUILDINGS, OR LANDSCAPING, WITHIN THE LIMITS OF CONSTRUCTION.
- NO LAND DISTURBING ACTIVITIES SHALL TAKE PLACE UNTIL ALL TEMPORARY SOIL EROSION DEVICES ARE INSTALLED.
- ALL GRADE TRANSITIONS BETWEEN NEW AND EXISTING SHALL BE SMOOTH AND GRADUAL WITH NO SHARP OR ABRUPT CHANGES.
- COORDINATE THE WORK OF ALL TRADES - VERIFY ALL FIELD CONDITIONS, QUANTITIES AND DIMENSIONS PRIOR TO COMMENCEMENT OF WORK. ANY DISCREPANCIES SHALL BE PROMPTLY BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- EXECUTE ALL WORK WITH CARE AS TO PROTECT FROM DAMAGE ADJACENT EXISTING FEATURES TO REMAIN. ANY SUCH DAMAGE SHALL BE REPAIRED OR REPLACED TO MATCH THE ORIGINAL CONDITION AS APPROVED BY THE ARCHITECT.
- UNLESS REFERRED TO, OR INDICATED AS "EXISTING", ALL WORK SHOWN ON THESE DRAWINGS SHALL BE CONSIDERED AS NEW AND PROVIDED UNDER THIS CONTRACT.
- FINISHED GRADE OF TOPSOIL (AFTER COMPACTION) SHALL BE 1/2" TO 1" BELOW TOP OF ABUTTING PAVEMENTS, SIDEWALKS, AND CURBING.
- NO DISTURBANCE SHALL OCCUR OUTSIDE OF SITE LIMITS.
- GENERAL CONTRACTOR SHALL OBTAIN APPROVAL FROM OWNER AND MUNICIPALITY PRIOR TO ANY LAND DISTURBANCE OUTSIDE THE CONSTRUCTION LIMITS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING WORK IN RIGHT OF WAY PERMITS.
- NO HAZARDOUS MATERIALS WILL BE STORED ON-SITE.
- FOR LEGEND AND ABBREVIATIONS SEE SHEET C0.1.
- FOR EROSION CONTROL PLAN AND NOTES SEE SHEET C5.0 AND C5.1.
- FOR NOTES SHOWN THUS. "C.T.H. 'F'", SEE SHEET KEY NOTES, ON SHEET THEY APPEAR.



CIVIL LEGEND

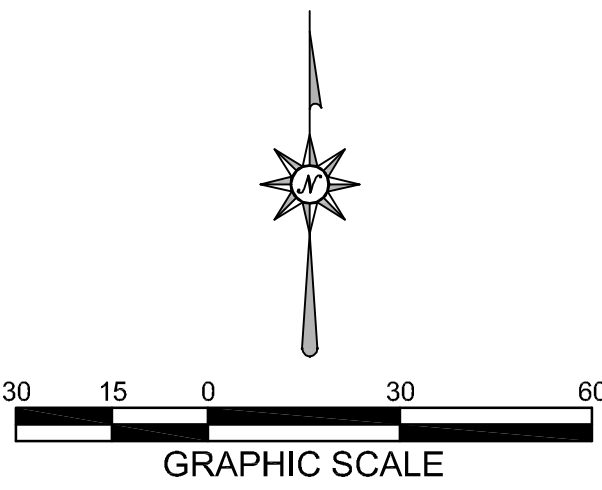
EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED
CABLE PEDESTAL		EVERGREEN SHRUB		STANDARD DUTY ASPHALT	
ELECTRIC METER		EVERGREEN TREE		HEAVY DUTY ASPHALT	
ELECTRIC PEDESTAL		TREE		BUILDING	
GUY WIRE		TREE SHRUB		ASPHALT	
LIGHT POLE		BUILDING OVERHANG		CONCRETE	
POWER POLE		UNDERGROUND CABLE		GRAVEL	
GAS METER		OVERHEAD WIRE		LANDSCAPE WOOD MULCH	
GAS VALVE		UNDERGROUND ELECTRIC		LANDSCAPE STONE MULCH	
BOLLARD		GAS			
HANDICAP PARKING		LANDSCAPE			
SANITARY CLEANOUT		FENCE			
SANITARY MANHOLE		GUARDRAIL			
CATCH BASIN		CENTERLINE			
CULVERT		CURB			
DOWNSPOUT		PARKING STRIPE			
INLET		SANITARY SEWER			
INLET 2' X 2'		CULVERT			
STORM CLEANOUT		STORM SEWER			
STORM MANHOLE		FIBER OPTIC			
FIBER OPTIC PEDESTAL		WOOD LINE			
SIGN		RETAINING WALL			
FIRE HYDRANT		WATERMAIN			
WATER SHUT OFF		CONTOUR MAJOR			
WATER VALVE		CONTOUR MINOR			

ABBREVIATIONS

Ø	DIAMETER	MIN	MINIMUM
AC	ACRE	mm	MILLIMETER
AEW	APRON END WALL	N	NORTH
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	NE	NORTHEAST
BM	BENCHMARK	OC	ON CENTER
C	CABLE	OD	OUTSIDE DIAMETER
CB	CATCH BASIN	OHP	OVER HEAD POWER
CI	CURB INLET	OL	OUTLOT
CMP	CORRUGATED METAL PIPE	PSI	POUNDS PER SQUARE INCH
CO	CLEAN OUT	PVC	POLYVINYL CHLORIDE
CSM	CERTIFIED SURVEY MAP	R	RADIUS
C.T.H	COUNTY TRUNK HIGHWAY	RAD	RADIUS
DIA	DIAMETER	RCP	REINFORCED CONCRETE PIPE
DOT	DEPARTMENT OF TRANSPORTATION	REQ	REQUIRED
E	EAST	S	SOUTH
E	ELECTRIC (BURIED)	SA	SANITARY
EL	ELEVATION	SAN	SANITARY
FDM	FACILITIES DEVELOPMENT MANUAL	SCHD	SCHEDULE
FFE	FIRST FLOOR ELEVATION	S.D.	SUMP DEPTH
FL	FLOW LINE	SQ	SQUARE
FO	FIBER OPTIC	ST	STORM
FT	FEET	ST.H.	STATE TRUNK HIGHWAY
G	GAS	STM	STORM
G.F.E.	GROUND FLOOR ELEVATION	T	TELEPHONE
GR	GRADE	T/C	TOP OF CURB
HDPE	HIGH DENSITY POLYETHYLENE	U.S.H.	UNITED STATES HIGHWAY
INL	INLET	V	VARIES
INV	INVERT	W	WEST
M	METER	WAT	WATER
MAX	MAXIMUM	WI	WISCONSIN
MH	MANHOLE	WisDOT	WISCONSIN DEPARTMENT OF TRANSPORTATION

CAUTION

- LARGE DIAMETER HIGH PRESSURE GAS MAIN LOCATED IN GAS PIPELINE EASEMENT PER CO. NO. 2375288.



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DIGGERS HOTLINE

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WISCONSIN STATUTE 182.0175 (1974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

THE LOCATIONS OF THE EXISTING UTILITY INSTALLATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

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F 920.231.1715
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C0.1 COVER SHEET

PROJECT NO.:	---
DATE	DESCRIPTION
05/10/2022	1 - CITY COMMENTS

RH DESIGN BUILD LLC

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C1.0	EXISTING CONDITIONS
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DATE	DESCRIPTION
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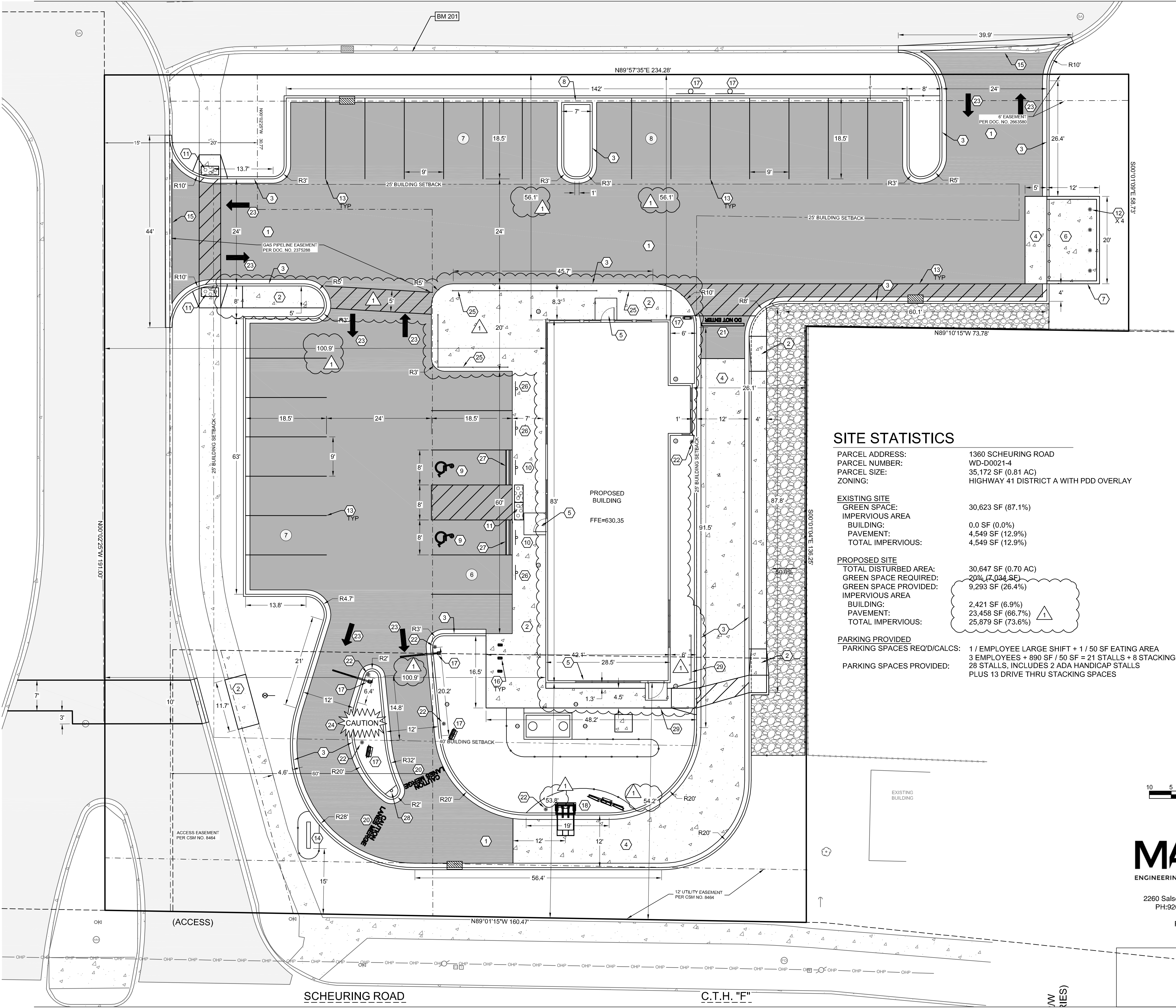
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W
RIES)



1 CAUTION: LARGE DIAMETER HIGH PRESSURE GAS MAIN





SITE STATISTICS

PARCEL ADDRESS: 1360 SCHEURING ROAD
PARCEL NUMBER: WD-D0021-4
PARCEL SIZE: 35,172 SF (0.81 AC)
ZONING: HIGHWAY 41 DISTRICT A WITH PDD OVERLAY

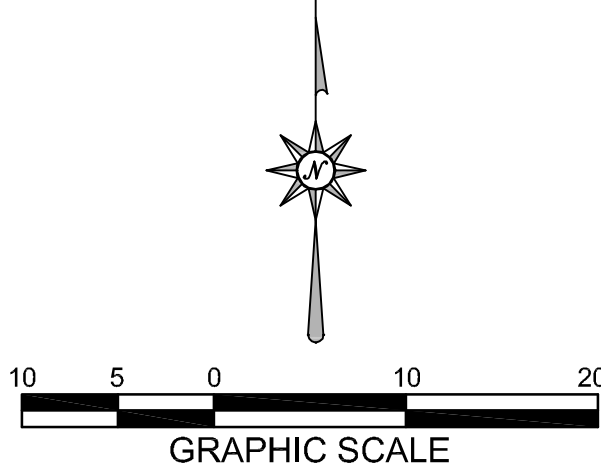
EXISTING SITE
GREEN SPACE: 30,623 SF (87.1%)
IMPERVIOUS AREA
BUILDING: 0.0 SF (0.0%)
PAVEMENT: 4,549 SF (12.9%)
TOTAL IMPERVIOUS: 4,549 SF (12.9%)

PROPOSED SITE
TOTAL DISTURBED AREA: 30,647 SF (0.70 AC)
GREEN SPACE REQUIRED: 20% (7,034 SF)
GREEN SPACE PROVIDED: 9,293 SF (26.4%)
IMPERVIOUS AREA
BUILDING: 2,421 SF (6.9%)
PAVEMENT: 23,458 SF (66.7%)
TOTAL IMPERVIOUS: 25,879 SF (73.6%)

PARKING PROVIDED
PARKING SPACES REQ'D/CALCS: 1 / EMPLOYEE LARGE SHIFT + 1 / 50 SF EATING AREA
3 EMPLOYEES + 890 SF / 50 SF = 21 STALLS + 8 STACKING
PARKING SPACES PROVIDED: 28 STALLS, INCLUDES 2 ADA HANDICAP STALLS
PLUS 13 DRIVE THRU STACKING SPACES

SHEET KEY NOTES:

- 1 STANDARD DUTY ASPHALT; SEE DETAIL A SHEET C6.0
- 2 CONCRETE SIDEWALK; SEE DETAIL B SHEET C6.0
- 3 CONCRETE CURB & GUTTER; SEE DETAIL C SHEET C6.0
- 4 CONCRETE PAVEMENT; SEE DETAIL D SHEET C6.0
- 5 STOOP LOCATION; REFER TO ARCHITECTURAL DRAWINGS
- 6 DUMPSTER PAD; SEE DETAIL E SHEET C6.0
- 7 DUMPSTER ENCLOSURE; REFER TO ARCHITECTURAL DRAWINGS
- 8 FLOW THOUGH GUTTER; SEE DETAIL F SHEET C6.0
- 9 ADA HANDICAP STALL, SYMBOL; SEE DETAIL G SHEET C6.0
- 10 ADA HANDICAP SIGN; SEE DETAIL H SHEET C6.0
- 11 ADA HANDICAP WARNING PLATE; SEE DETAIL I SHEET C6.0
- 12 BOLLARD; SEE DETAIL J SHEET C6.0
- 13 4" WIDE PAINT STRIPE; COLOR BY OWNER
- 14 MONUMENT SIGN
- 15 REMOVE CURB HEAD
- 16 BIKE RACK; REFER TO ARCHITECTURAL DRAWINGS
- 17 STARBUCKS SIGNAGE; REFER TO ARCHITECTURAL DRAWINGS. GENERAL CONTRACTOR TO LOCATE ALL TENANT DRIVE THRU EQUIPMENT PER TENANT INFILL DRAWINGS; SEE TENANT INFILL DRAWINGS FOR MORE INFORMATION
- 18 ORDER BOARD/MENU; REFER TO ARCHITECTURAL DRAWINGS. GENERAL CONTRACTOR TO LOCATE ALL TENANT DRIVE THRU EQUIPMENT PER TENANT INFILL DRAWINGS; SEE TENANT INFILL DRAWINGS FOR MORE INFORMATION
- 19 PAVEMENT MARKING - CAUTION LANES MERGE
- 20 PAVEMENT MARKING - DO NOT ENTER
- 21 5" STARBUCKS BOLLARD; REFER TO ARCHITECTURAL DRAWINGS
- 22 PAINTED TRAFFIC ARROW; SEE DETAIL K SHEET C6.0
- 23 CAUTION: LARGE DIAMETER HIGH PRESSURE GAS MAIN. REFER TO UTILITY PLAN SHEET C3.0.
- 24 DECORATIVE FENCE; REFER TO ARCHITECTURAL DRAWINGS
- 25 MOBIL ORDER SIGN; REFER TO ARCHITECTURAL DRAWINGS
- 26 WHEEL STOP
- 27 STARBUCKS SIGNAGE, MERGE DIRECTIONAL SIGNAGE; REFER TO ARCHITECTURAL DRAWINGS. GENERAL CONTRACTOR TO LOCATE ALL TENANT DRIVE THRU EQUIPMENT PER TENANT INFILL DRAWINGS; SEE TENANT INFILL DRAWINGS FOR MORE INFORMATION
- 28 FENCE; REFER TO ARCHITECTURAL DRAWINGS



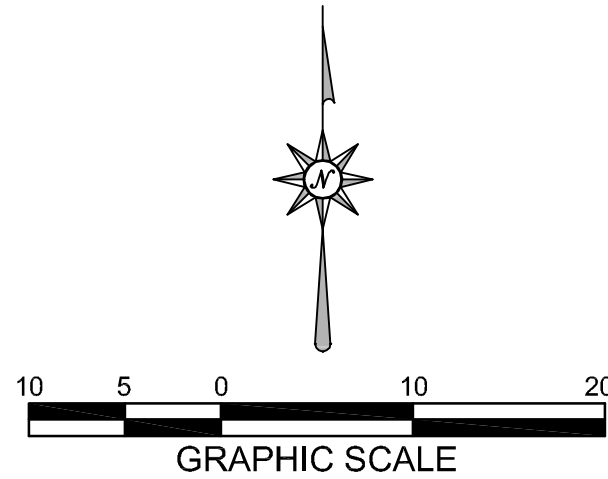
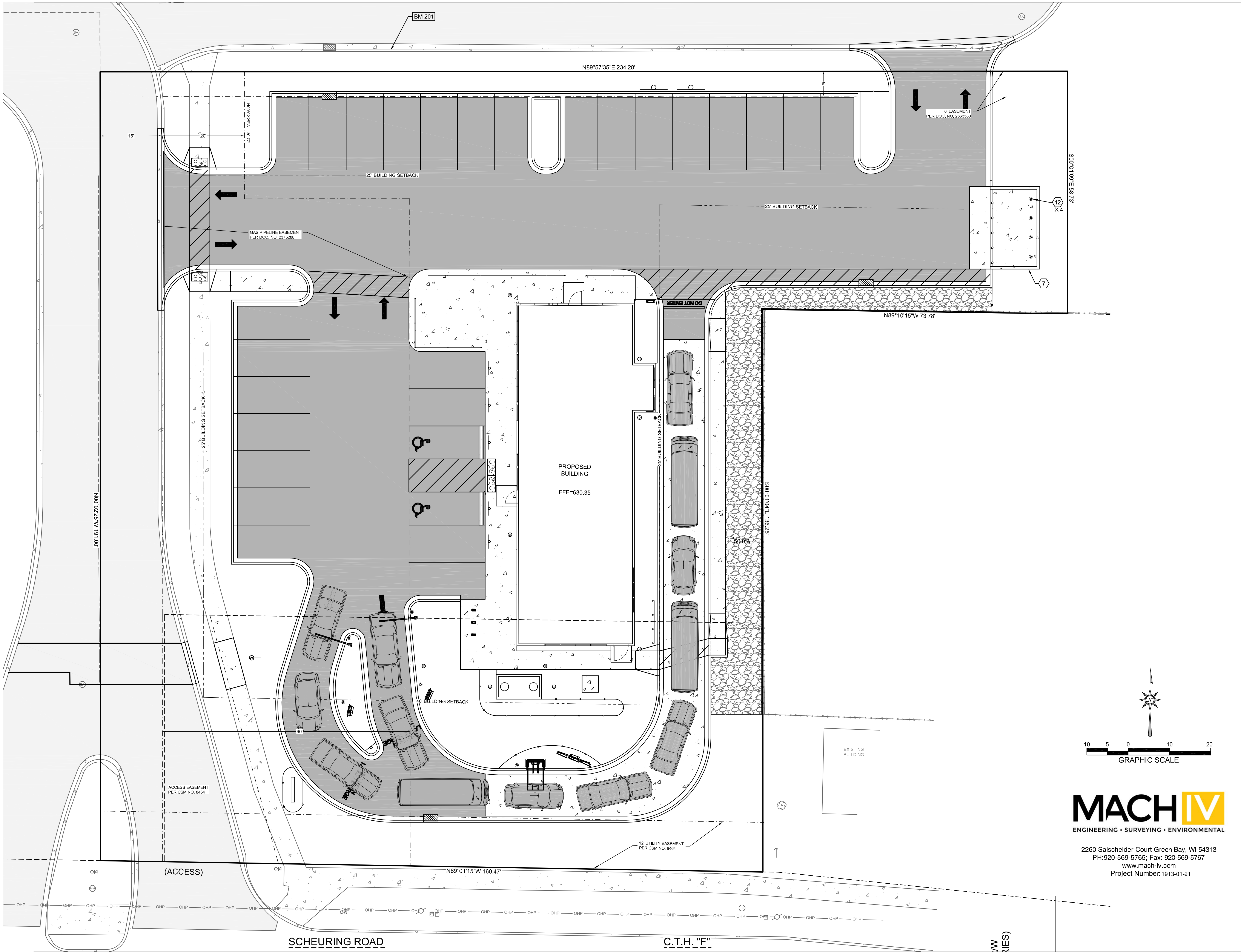
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C2.0 SITE PLAN

PROJECT NO.: ---	
DATE	DESCRIPTION
05/10/2022	1 - CITY COMMENTS



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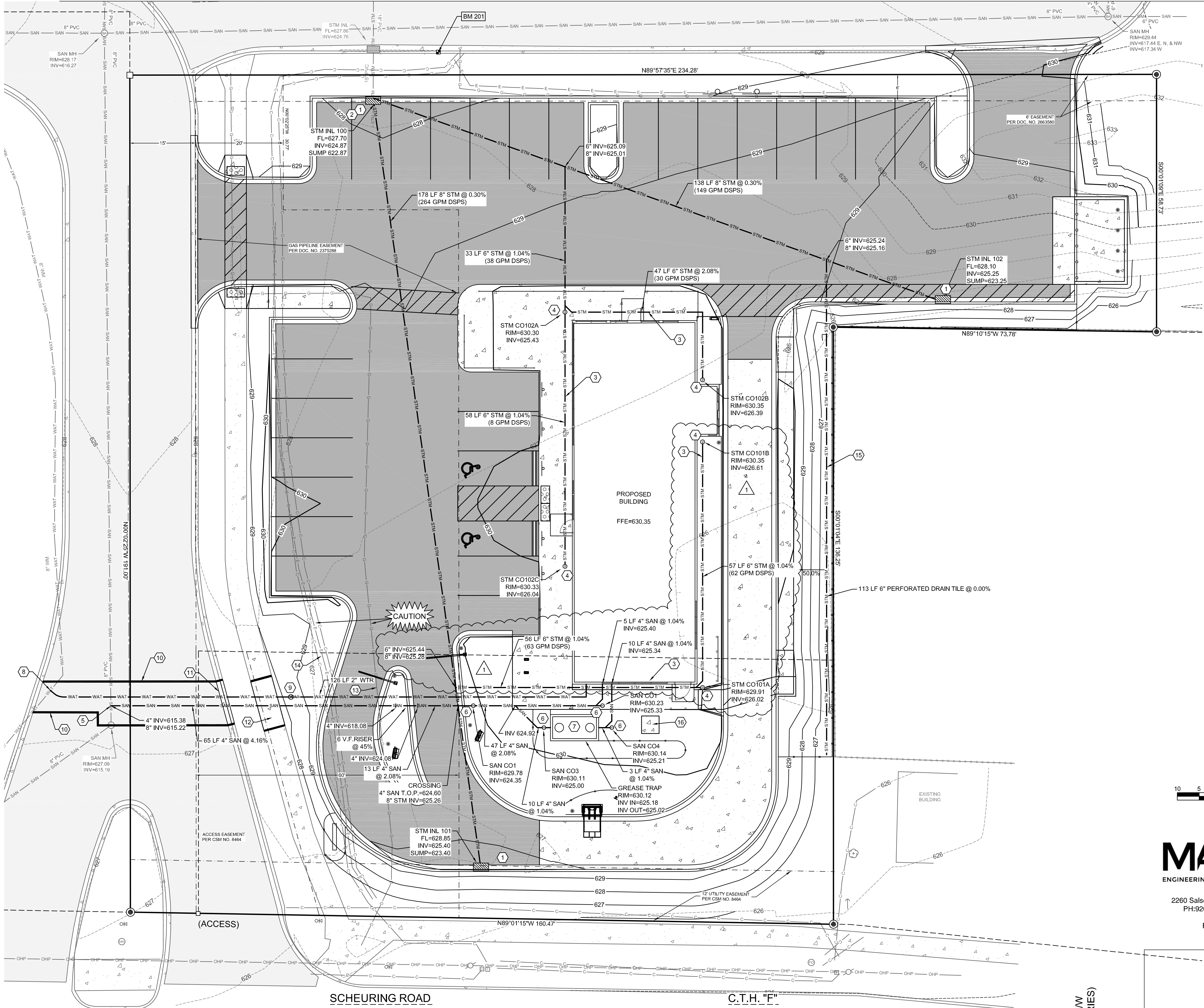
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C2.1 SITE PLAN
VEHICLE
STACKING

PROJECT NO.: ---	
DATE	DESCRIPTION



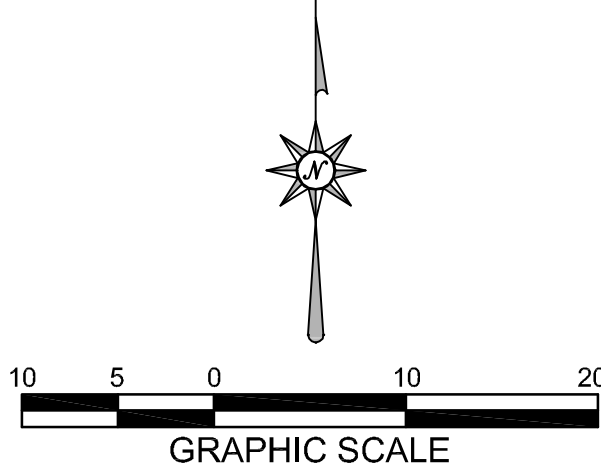
Benchmarks		
Label	Elevation	Description
BM 200	629.290	HYDRANT 'X' BOLT
BM 201	628.550	CHISELED SQUARE ON CURB

SHEET KEY NOTES:

- STORM INLET - 2'X3', SEE DETAIL A SHEET C6.1
- CONSTRUCT STORM INLET OVER EXISTING PIPE. FIELD VERIFY PIPE INVERT. REMOVE PIPE SOUTH OF INLET
- ROOF DRAIN CONNECTION LINE. VERIFY DOWNSPOUT LOCATIONS WITH ARCHITECTURAL PLANS.
- STORM CLEANOUT; SEE DETAIL B SHEET C6.1
- CONNECT TO EXISTING SANITARY SEWER; FIELD VERIFY EXISTING INVERT. PRIOR TO REMOVING PAVEMENT AND LAYING ANY PIPE, FIELD VERIFY DEPTHS OF EXISTING GAS, ELECTRIC AND CABLE AT PROPOSED CROSSINGS TO ELIMINATE POTENTIAL PIPE INTERFERENCE ISSUES.
- SANITARY CLEANOUT; SEE DETAIL B SHEET C6.1, CLEANOUTS TO BE LOCATED NO MORE THAN 100 FEET APART
- GREASE TRAP; REFER TO ARCHITECTURAL PLANS
- CONNECT TO EXISTING WATER MAIN, SEE DETAIL C SHEET C6.1
- CURB STOP; SEE DETAIL C SHEET C6.1
- SAW CUT ASPHALT AND REMOVE, FOR SANITARY SEWER AND WATER SERVICE CONNECTIONS, REPLACE IN-KIND
- REMOVE CURB TO NEAREST JOINT AND REPLACE IN-KIND
- REMOVE CONCRETE SIDEWALK TO NEAREST JOINT FOR SANITARY SEWER AND WATER SERVICE CONNECTIONS, REPLACE IN-KIND
- CAUTION: LARGE DIAMETER HIGH PRESSURE GAS MAIN
- CAUTION: BURIED CABLE AND BURIED ELECTRIC LINES
- DRAIN TILE; SEE DETAIL D SHEET C6.1
- TRANSFORMER PAD; REFER TO UTILITY OWNER FOR SIZE

UTILITY NOTES:

- SANITARY LATERAL SHALL BE PVC SDR 35 (ASTM D-3034) OR SCH 40.
- WATER SERVICE SHALL BE COPPER, C900 PVC OR HDPE. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE ENCASED IN POLYETHYLENE WRAP.
- ALL SERVICE LATERALS SHALL HAVE TRACER WIRE.
- ALL WORK SHALL CONFORM TO THE MOST RECENT EDITION OF "STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN" AND THE MUNICIPALITY'S STANDARD SPECIFICATIONS.
- WATER LINE THRUST RESTRAINTS (NOT SHOWN FOR CLARITY) SHALL BE PROVIDED AS SPECIFIED FOR CONCRETE THRUST BLOCKS.
- STORM SEWER SHALL BE PVC SDR 35 (ASTMD-3034) OR SCH 40.



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C3.0

UTILITY
PLAN

PROJECT NO.: ---	
DATE 05/10/2022	DESCRIPTION 1 - CITY COMMENTS

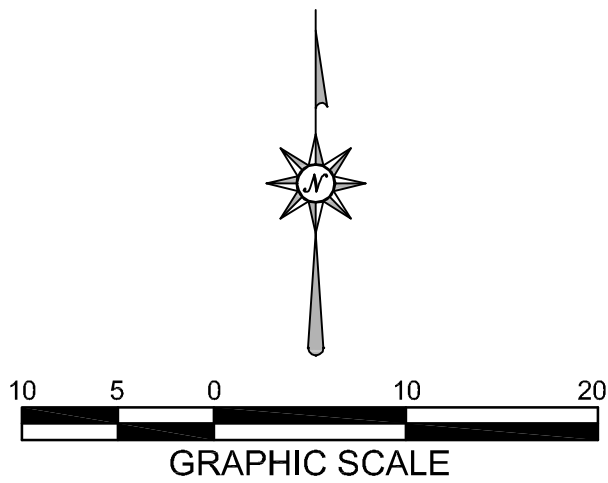
Benchmarks		
Label	Elevation	Description
BM 200	629.290	HYDRANT 'X' BOLT
BM 201	628.550	CHISELED SQUARE ON CURB

SHEET KEY NOTES:

- 1 CONSTRUCTION / GRADING LIMITS
- 2 SPOT GRADE; SEE DETAIL A THIS SHEET
- 3 REVERSE PAN CURB AND GUTTER
- 4 STANDARD PAN CURB AND GUTTER

- 630.24 TOP OF CURB/WALL
- 629.74 GUTTER/PAVEMENT
- 629.87 FINISHED GRADE
- 628.92 EXISTING GRADE

A SPOT GRADE KEY



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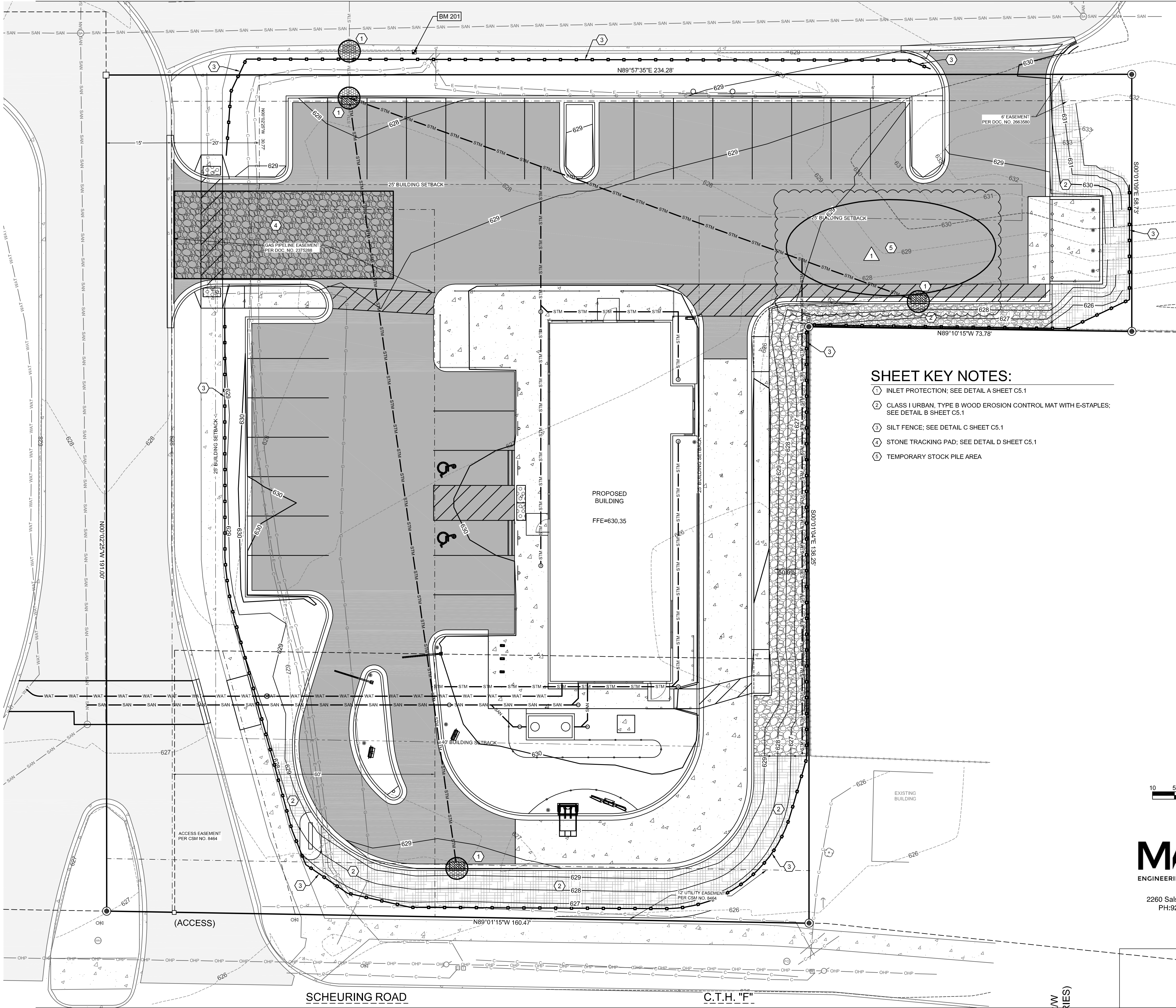
STARBUCKS
1360 SCHEURING ROAD
DE PERE, WI 54115

C4.0 GRADING PLAN

PROJECT NO.: ---

DATE	DESCRIPTION

R:\Jobs\1913-01-21 DEPERE STARBUCKSDRAWINGS\1913-01-21.ENG.dwg 7/6/2022 1:27:12 PM



SHEET KEY NOTES:

- 1 INLET PROTECTION; SEE DETAIL A SHEET C5.1
- 2 CLASS I URBAN, TYPE B WOOD EROSION CONTROL MAT WITH E-STAPLES; SEE DETAIL B SHEET C5.1
- 3 SILT FENCE; SEE DETAIL C SHEET C5.1
- 4 STONE TRACKING PAD; SEE DETAIL D SHEET C5.1
- 5 TEMPORARY STOCK PILE AREA

PLANNED EROSION CONTROL PRACTICES:

1. **SILT FENCE** (TECH. STANDARD 1056)
SILT FENCING WILL BE REQUIRED DOWNSLOPE OF ALL DISTURBED AREAS, INCLUDING ANY DISTURBED AREAS OF THE INDIVIDUAL LOTS, AND WHERE NOTED ON THE SITE PLAN. IF THE SILT FENCE IS LOCATED IN A CHANNELIZED AREA, TWO CONSECUTIVE SILT FENCES WILL BE INSTALLED, OR ONE STRAW BALE FENCE WILL BE INSTALLED.
2. **INLET PROTECTION** (TECH STANDARD 1060)
INLET PROTECTION SHALL BE INSTALLED AT ALL EXISTING AND PROPOSED STORM DRAIN INLETS ON THE PROJECT SITE AND IMMEDIATELY DOWN STREAM FROM ANY DISTURBED AREAS.
3. **DUST CONTROL** (TECH STANDARD 1068)
DUST CONTROL SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE ABOVE MENTIONED TECHNICAL STANDARD. WHERE POSSIBLE DUST CONTROL SHALL BE WISDOT TYPE B SOIL STABILIZER OR TEMPORARY SEED.
4. **STOCKPILED TOPSOIL/TEMPORARY FILL PILES**
SILT FENCING OR STRAW BALE FENCING WILL BE REQUIRED AROUND ALL STOCKPILED TOPSOIL OR TEMPORARY FILL PILES. SOIL PILES OF MORE THAN 10 CUBIC YARDS THAT WILL REMAIN IN EXISTENCE FOR MORE THAN 7 DAYS SHALL BE SEED AND/OR MULCHED TO PROVIDE VEGETATIVE COVER AND SHALL USE SILT FENCING OR STRAW BALES FENCING UNTIL THE VEGETATION IS ESTABLISHED.
5. **TEMPORARY CONSTRUCTION ENTRANCE/EXIT** (TECH. STANDARD 1057)
A NEW GRAVEL CONSTRUCTION ENTRANCE WILL BE INSTALLED AT ALL CONSTRUCTION ACCESS POINTS TO PREVENT SEDIMENT FROM TRACKING ONTO THE ROADWAYS.
6. **EROSION CONTROL MATS** (TECH. STANDARD 1053)
EROSION CONTROL MATS WILL BE INSTALLED IN AREAS AS SHOWN ON THE SITE PLAN, AND IN ALL OTHER AREAS WHERE EXCESSIVE EROSION IS TAKING PLACE. INSTALLATION WILL FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR PLACEMENT AND STAPLING.
7. **DEWATERING** (TECH STANDARD 1061)
SHOULD DEWATERING BE REQUIRED FOR INSTALLATION OF PLANNED IMPROVEMENTS, SEDIMENT SHALL BE REMOVED FROM WATER GENERATED DURING DEWATERING ACTIVITIES PRIOR TO DISCHARGING OFF-SITE OR TO WATERS OF THE STATE.

MAINTENANCE PLAN:

1. ALL EROSION CONTROL AND STORM WATER MANAGEMENT PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION EVERY 7 DAYS AND WITHIN 24 HOURS OF A STORM PRODUCING AT LEAST 0.5 INCHES OF RAINFALL. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED. ALSO, ANY SEDIMENT THAT HAS BEEN DEPOSITED OFF-SITE FROM THIS CONSTRUCTION PROJECT SHALL BE CLEANED UP IMMEDIATELY.
2. REMOVE SEDIMENT FROM BEHIND ANY SILT FENCE WHEN IT HAS ACCUMULATED TO A DEPTH OF 1/2 FENCE HEIGHT OR MORE. WHEN THE FENCE CAN NO LONGER FILTER WATER OR TRAP SEDIMENT, REPAIR THE SILT FENCE TO PROVIDE AN EFFECTIVE BARRIER.
3. ALL SEED AREAS, INCLUDING THE GRASS LINED CHANNELS, WILL BE RESEED AND MULCHED AS NECESSARY TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.
4. ANY UNGRADED DRAINAGE DITCHES EXPERIENCING EXCESSIVE EROSION AND CHANNEL DEGRADATION DUE TO HIGH RUNOFF VOLUMES WILL BE REGRADED AND COVERED WITH A BIODEGRADABLE EROSION CONTROL MAT. INSTALLATION WILL FOLLOW MANUFACTURER'S RECOMMENDATIONS.
5. REMOVE SILT FENCE AND TEMPORARY STRUCTURES AFTER FINAL STABILIZATION AND VEGETATIVE COVER IS ESTABLISHED.
6. SEDIMENT THAT HAS MIGRATED OFF SITE ONTO ADJACENT PROPERTIES SHALL BE SWEEPED OFF PAVEMENTS AND REMOVED FROM VEGETATED AREAS DAILY.
7. COPIES OF THE EROSION & SEDIMENT CONTROL PLAN SHALL BE KEPT ON SITE.
8. MAINTAIN EROSION AND SEDIMENT CONTROL PER THE PLAN AND AS NECESSARY TO MEET THE REQUIREMENTS OF THE ORDINANCE, UNTIL THE SITE HAS UNDERGONE FINAL STABILIZATION AND RECEIVED FINAL ACCEPTANCE FROM THE MUNICIPALITY.
9. AN EROSION AND SEDIMENT CONTROL PRACTICE INSPECTION LOG SHALL BE MAINTAINED. LOG SHALL NOTE THE TIME, DATE AND LOCATION OF INSPECTION, THE PHASE OF CONSTRUCTION AT THE SITE, PERSON DOING THE INSPECTION, ASSESSMENT OF CONTROL PRACTICES, AND DESCRIPTION OF EROSION AND SEDIMENT CONTROL MEASURES OR MAINTENANCE DONE IN RESPONSE TO INSPECTION.

CONSTRUCTION NOTES:

1. TOPSOIL TO BE REMOVED FROM THE PROJECT SITE PRIOR TO PLACEMENT OF FILL OR SUBGRADE MATERIAL. EXCESS TOPSOIL TO BE STOCKPILED ON THE SITE AS INDICATED.
2. ALL EXCAVATED AREAS NOT RECEIVING PAVEMENT TO BE COVERED WITH A MINIMUM OF 6" OF TOPSOIL, SEED AND MULCHED AS SOON AS FINAL GRADE HAS BEEN ACHIEVED. SEEDING SHALL BE IN ACCORDANCE WITH WDNR TECH. STANDARD (1059).
3. EROSION CONTROL METHODS SHALL BE IMPLEMENTED, AS DIRECTED BY THE ENGINEER, PRIOR TO AND DURING CONSTRUCTION, TO CONTROL WATER POLLUTION, EROSION AND SILTATION. INCLUDING, BUT NOT LIMITED TO HAY BALE DIKES AND SILT FENCES, ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE WDNR TECHNICAL STANDARDS.
4. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
5. CONTRACTOR IS RESPONSIBLE FOR CONTACTING DIGGERS HOTLINE FOR THE LOCATION OF THE UTILITIES.
6. SITE DEWATERING IS NOT ANTICIPATED, HOWEVER SHOULD DEWATERING BE NECESSARY, IT SHALL BE PERFORMED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD (1061).
7. THE CONTRACTOR SHALL DISPOSE OF ALL WASTE AND EXCESS MATERIAL AT AN APPROVED LOCATION.

CONSTRUCTION SEQUENCE:

JUNE 2022 TO NOVEMBER 2022

- INSTALL EROSION CONTROL DEVICES IN ACCORDANCE WITH THE WDNR TECHNICAL STANDARDS AND STORMWATER MANAGEMENT PLAN.
- STRIP TOPSOIL WITHIN GRADING LIMITS
- ROUGH GRADE SITE
- CONSTRUCT BUILDING
- INSTALL SITE UTILITIES
- INSTALL BASE COURSE
- TOPSOIL, SEED, FERTILIZE AND MULCH/EROSION MAT
- INSTALL PAVEMENT
- INSTALL BIOFILTER
- RE-SEED ANY UNVEGETATED AREAS
- REMOVE EROSION CONTROL BMPs UPON SITE STABILIZATION

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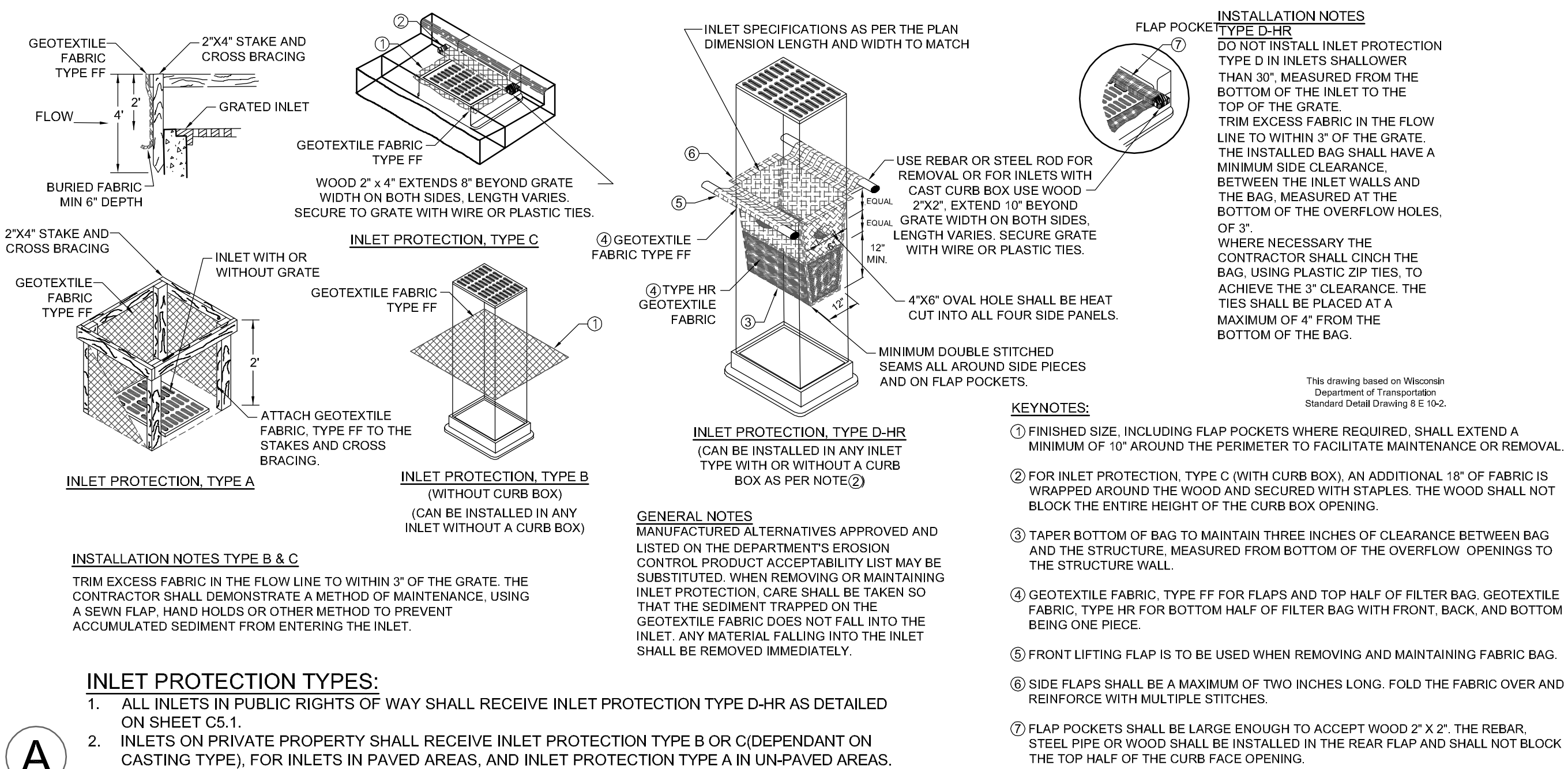
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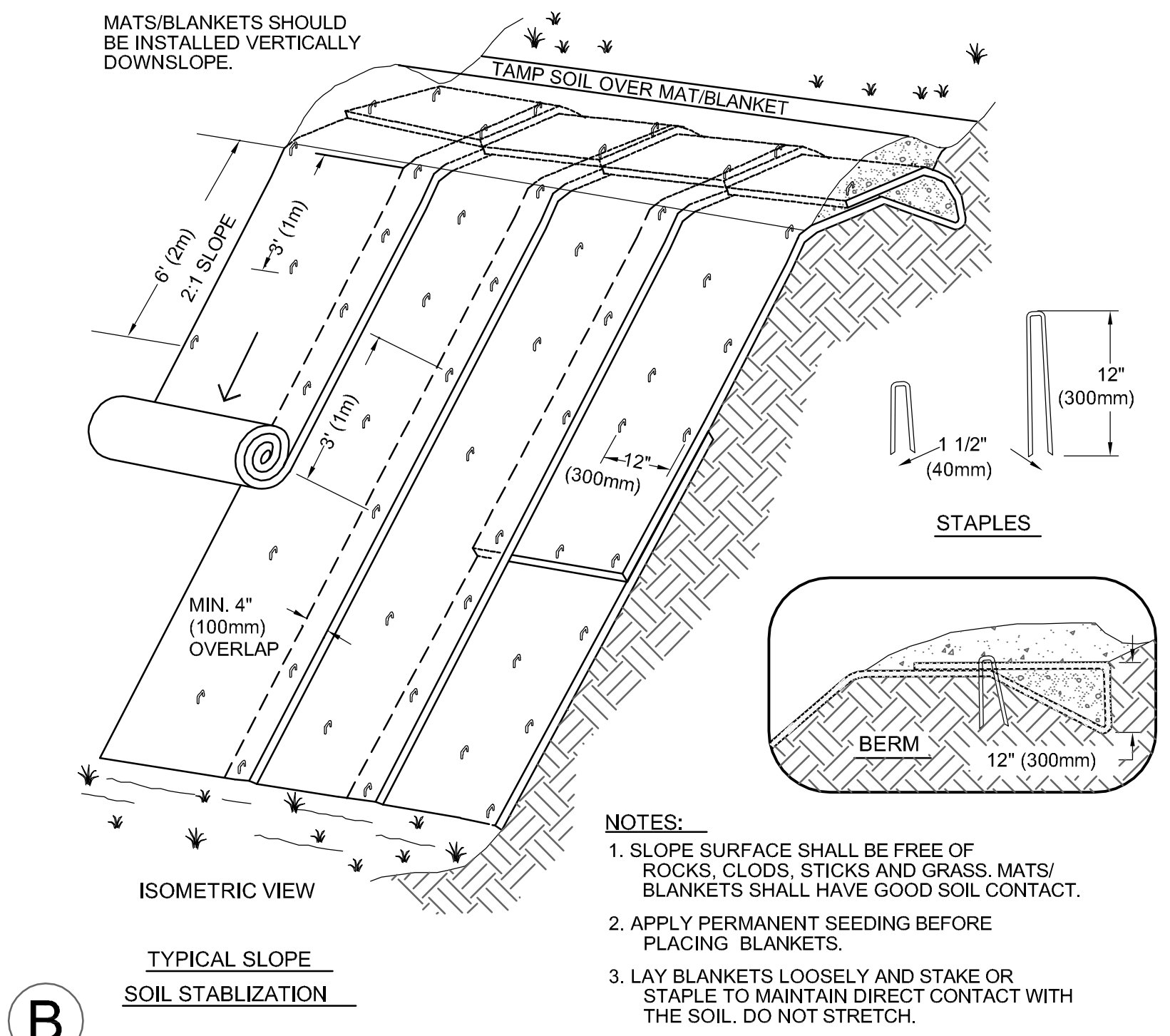
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C5.0 EROSION CONTROL PLAN

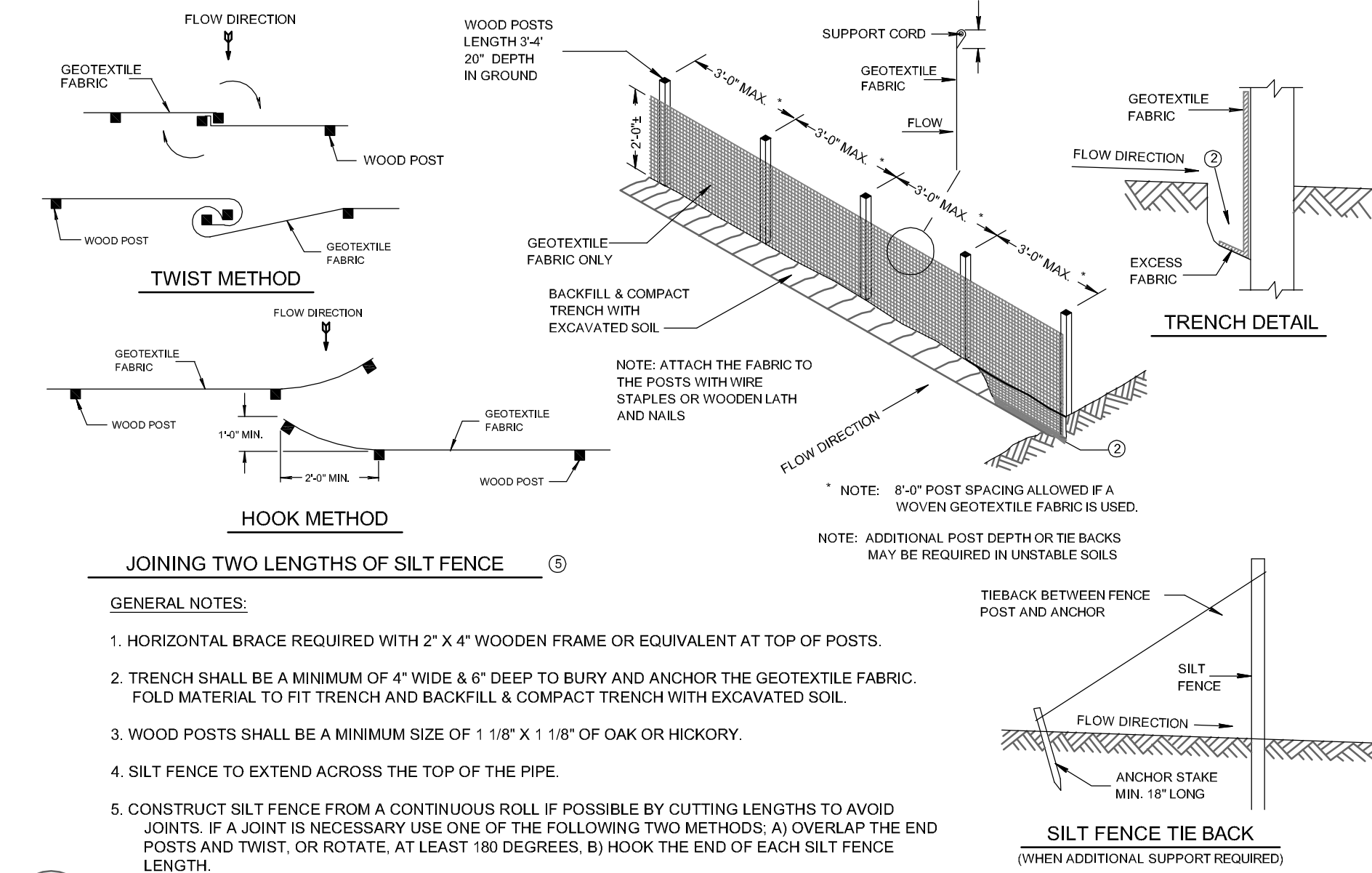
PROJECT NO.: ---	
DATE	DESCRIPTION
05/10/2022	1 - CITY COMMENTS



INLET PROTECTION

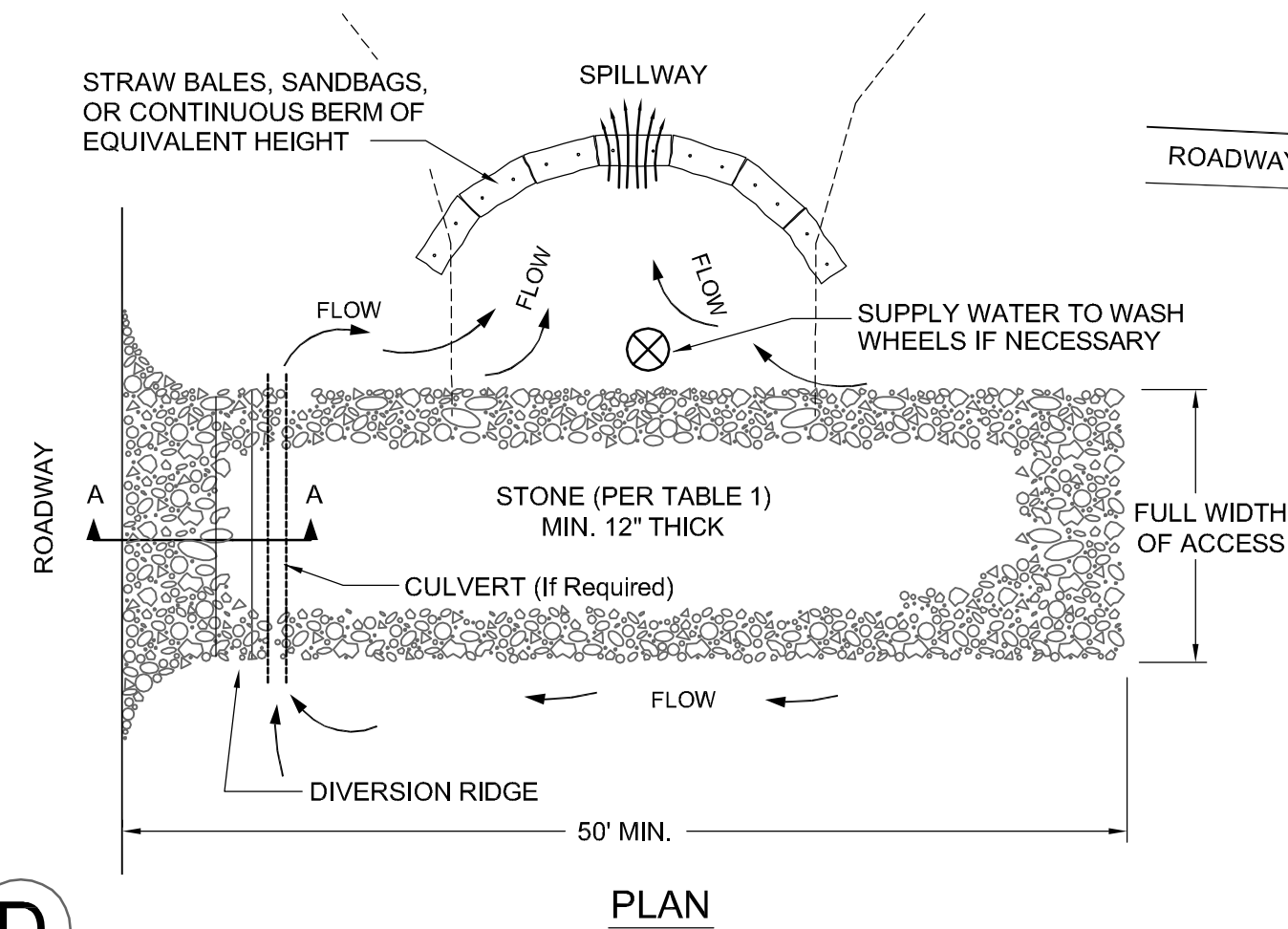


EROSION CONTROL MAT FOR SLOPE INSTALLATION

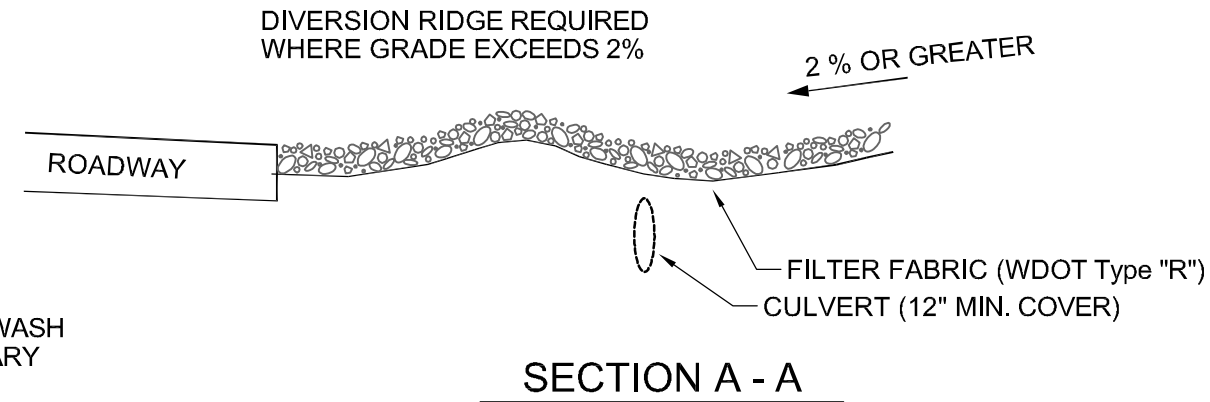


SILT FENCE

TABLE 1: GRADATION FOR STONE TRACKING PADS	
SIEVE SIZE	% PASSING BY WEIGHT
3"	100
2 1/2"	90-100
1 1/2"	25-60
3/4"	0-20
3/8"	0-5



STONE TRACKING PAD



- NOTES:**
- TRACKING PAD SHALL BE FULL WIDTH OF THE ACCESS POINT UNLESS EXITING TRAFFIC IS RESTRICTED TO A DEDICATED EGRESS LANE WITH A MINIMUM 12 FOOT WIDTH.
 - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
 - WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
 - WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED EROSION CONTROL BMP.
 - USE SANDBAGS, STRAW BALES OR OTHER APPROVED METHODS TO CHANNELIZE RUNOFF TO BMP AS REQUIRED.



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C5.1 EROSION CONTROL DETAILS

PROJECT NO.: ---	
DATE	DESCRIPTION



1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH WISCONSIN DOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION.

A



1. CONCRETE SHALL RECEIVE A BROOMED FINISH.
2. JOINT SPACING SHALL BE 5' OR WIDTH OF SIDEWALK, WHICHEVER IS GREATER. (10' MAX).
3. SIDEWALK WIDTH VARIES.

B



1. CONCRETE PAVEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH WISCONSIN DOT FDM.
2. CONCRETE SHALL RECEIVE A BROOMED FINISH.

D



Ⓔ



F



1. THE BOTTOM OF THE CURB AND GUTTER MAY EITHER BE LEVEL OR PARALLEL TO THE SLOPE OF THE SUBGRADE.
2. LOCATION OF STANDARD AND REVERSE PAN CURB AND GUTTER IS INDICATED ON THE DRAWINGS.
3. CURB SHALL BE PLACED ON A MINIMUM OF 6" OF COMPACTED DENSE GRADED BASE.

©



G



H



1. DETECTABLE WARNING SHALL BE PLACED WHERE PEDESTRIAN TRAFFIC IS AT GRADE WITH VEHICULAR TRAFFIC.

I



J



K



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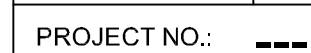
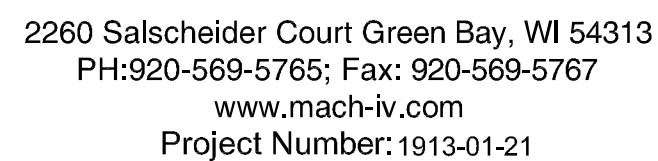
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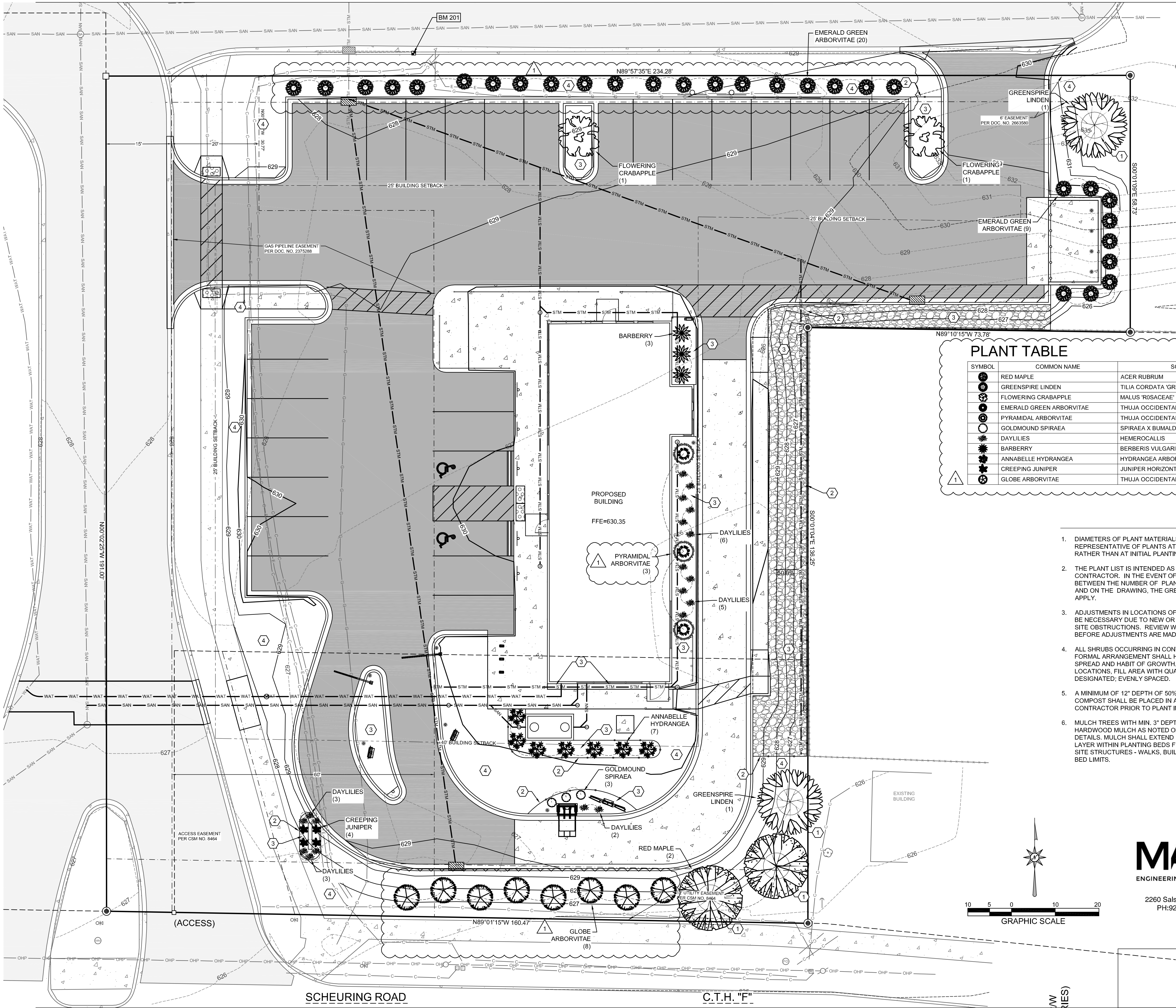
C6.0

SITE DETAILS

PROJECT NO.:

DATE	DESCRIPTION

Packet Pg. 48



SHEET KEY NOTES:

- 1 6" DIAMETER SPADE EDGE & 3" HARDWOOD MULCH; SEE DETAIL E SHEET C6.1
- 2 PROFESSIONAL GRADE EDGING
- 3 1½" RIVER ROCK WITH WEED BARRIER FABRIC
- 4 LAWN

PLANT TABLE

SYMBOL	COMMON NAME	SCIENTIFIC NAME	QUANTITY	SIZE	MAX. HT.	MAX. DIA.
	RED MAPLE	ACER RUBRUM	2	1 1/2"	50'-70'	30'-45'
	GREENSPIRE LINDEN	TILIA CORDATA 'GREENSPIRE'	2	1 1/2"	50'	35'
	FLOWERING CRABAPPLE	MALUS 'ROSACEAE'	2	11/4"	20'	15'
	EMERALD GREEN ARBORVITAE	THUJA OCCIDENTALIS 'SMARAGD'	29	6" TALL	10'-15'	3'-4'
	PYRAMIDAL ARBORVITAE	THUJA OCCIDENTALIS 'PYRAMIDALIS'	3	24" TALL	12'-25'	3'-6"
	GOLDMOUND SPIRAEA	SPIRAEA X BUMALDA 'GOLDMOUND'	3	18"-24"	2'-3'	2'-3"
	DAYLILIES	HEMEROCALLIS	19	1 GAL.	28"-34"	18"-24"
	BARBERRY	BERBERIS VULGARIS	3	3 GAL.	7'-9'	6'-8"
	ANNABELLE HYDRANGEA	HYDRANGEA ARBORESCENS 'ANNABELLE'	7	3 GAL.	4'	4'
	CREEPING JUNIPER	JUNIPER HORIZONTALIS	4	12"	6"-18"	3'-5"
	GLOBE ARBORVITAE	THUJA OCCIDENTALIS 'GLOBE'	8	3" TALL	4'-6"	4'-6"

LANDSCAPE NOTES

1. DIAMETERS OF PLANT MATERIALS AS DRAWN ARE REPRESENTATIVE OF PLANTS AT OR NEAR MATURITY RATHER THAN AT INITIAL PLANTING SIZES.

2. THE PLANT LIST IS INTENDED AS A GUIDE FOR THE CONTRACTOR. IN THE EVENT OF DISCREPANCY BETWEEN THE NUMBER OF PLANTS ON THE PLANT LIST AND ON THE DRAWING, THE GREATER NUMBER SHALL APPLY.

3. ADJUSTMENTS IN LOCATIONS OF PLANT MATERIALS MAY BE NECESSARY DUE TO NEW OR EXISTING UTILITIES OR SITE OBSTRUCTIONS. REVIEW WITH ARCHITECT BEFORE ADJUSTMENTS ARE MADE.

4. ALL SHRUBS OCCURRING IN CONTINUOUS ROW OR FORMAL ARRANGEMENT SHALL HAVE UNIFORM HEIGHT, SPREAD AND HABIT OF GROWTH. FOR GROUND COVER LOCATIONS, FILL AREA WITH QUANTITY OF PLANTS DESIGNATED; EVENLY SPACED.

5. A MINIMUM OF 12" DEPTH OF 50% TOPSOIL AND 50% COMPOST SHALL BE PLACED IN ALL BED AREAS BY THE CONTRACTOR PRIOR TO PLANT INSTALLATION.

6. MULCH TREES WITH MIN. 3" DEPTH OF GRAVEL OR HARDWOOD MULCH AS NOTED ON PLAN AND PER DETAILS. MULCH SHALL EXTEND IN A CONTINUOUS LAYER WITHIN PLANTING BEDS FROM FACE TO FACE OF SITE STRUCTURES - WALKS, BUILDING, OR OTHER PLANT BED LIMITS.
7. PROTECT EXISTING LAWN AREAS; REPAIR ANY CONTRACT RELATED DAMAGE TO LAWN AREAS.

8. THE CONTRACTOR SHALL MAINTAIN ALL PLANTS AND BEDS FOR A 60 DAY PERIOD AFTER ACCEPTANCE OF THE WORK BY THE ARCHITECT. THIS INCLUDES REGULAR WATERING, WEEDING AND MOWING.

9. THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR ONE-YEAR FROM DATE OF ACCEPTANCE. BEFORE END OF WARRANTY PERIOD CONTRACTOR SHALL REPLACE ALL TREES, SHRUBS OR PLANTINGS NOT ALIVE OR IN A HEALTHY GROWING CONDITION.

10. SEED ALL DISTURBED AREAS WITH WDoT No. 40 GRASS MIX.

11. PROPERTY OWNER SHALL ANNUALLY (BY 06/15) INSPECT LANDSCAPE PLANTING. ALL DEAD / DYING / DISEASED PLANTS AND TREES SHALL BE REPLACED IN THE SAME YEAR AS INSPECTION.



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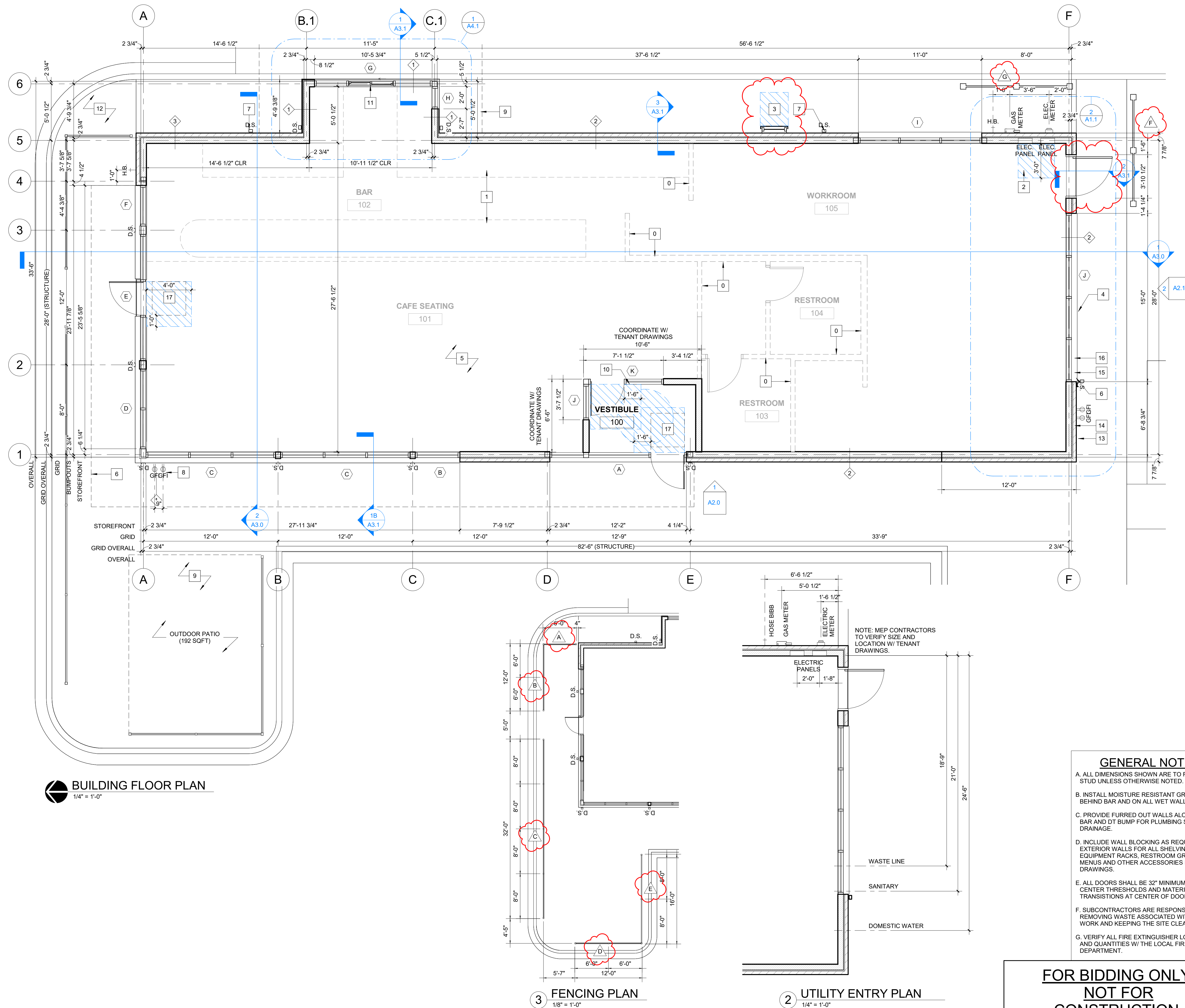
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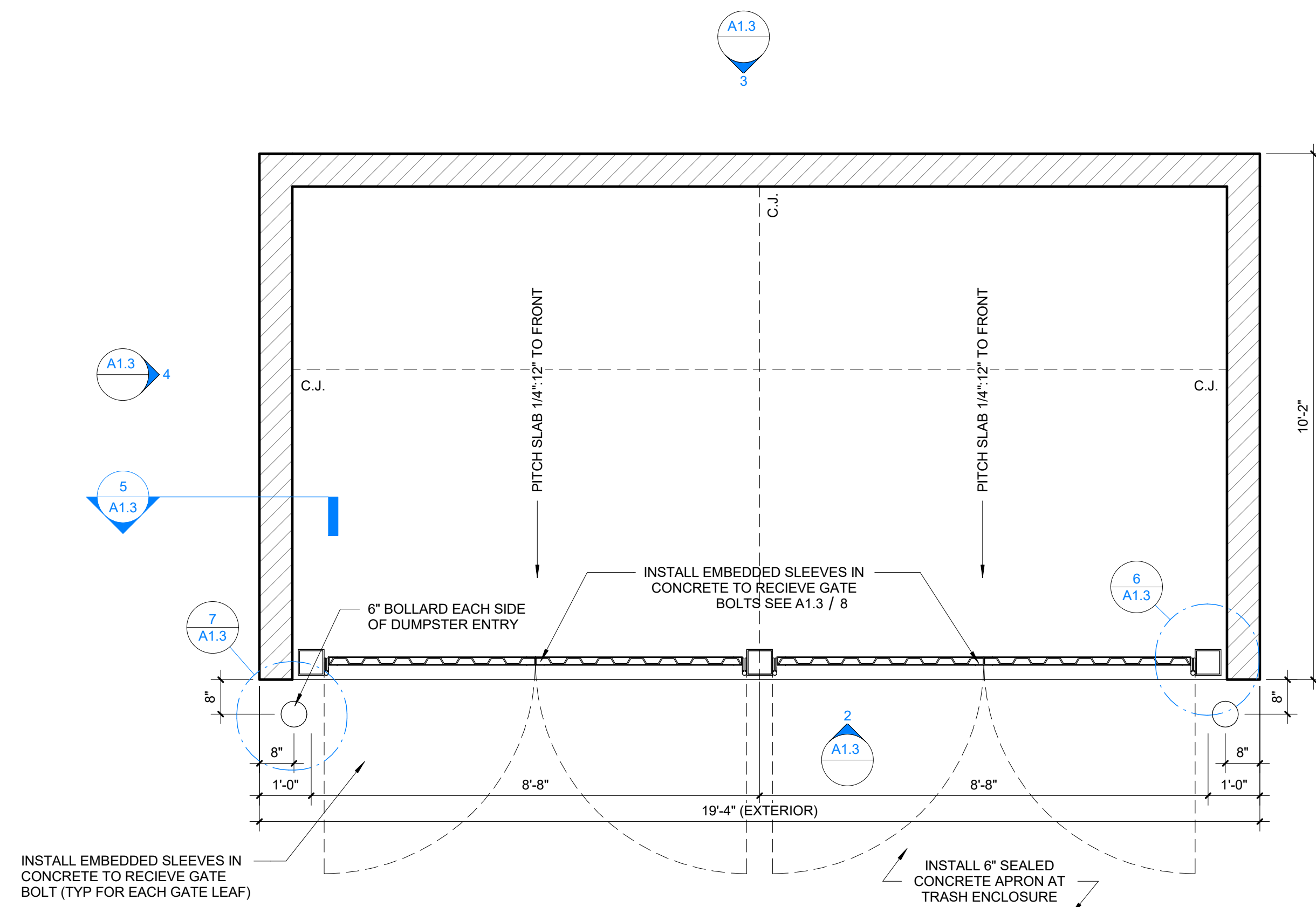
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L1.0 LANDSCAPE PLAN

PROJECT NO.: ---

DATE	DESCRIPTION
05/10/2022	1 - CITY COMMENTS



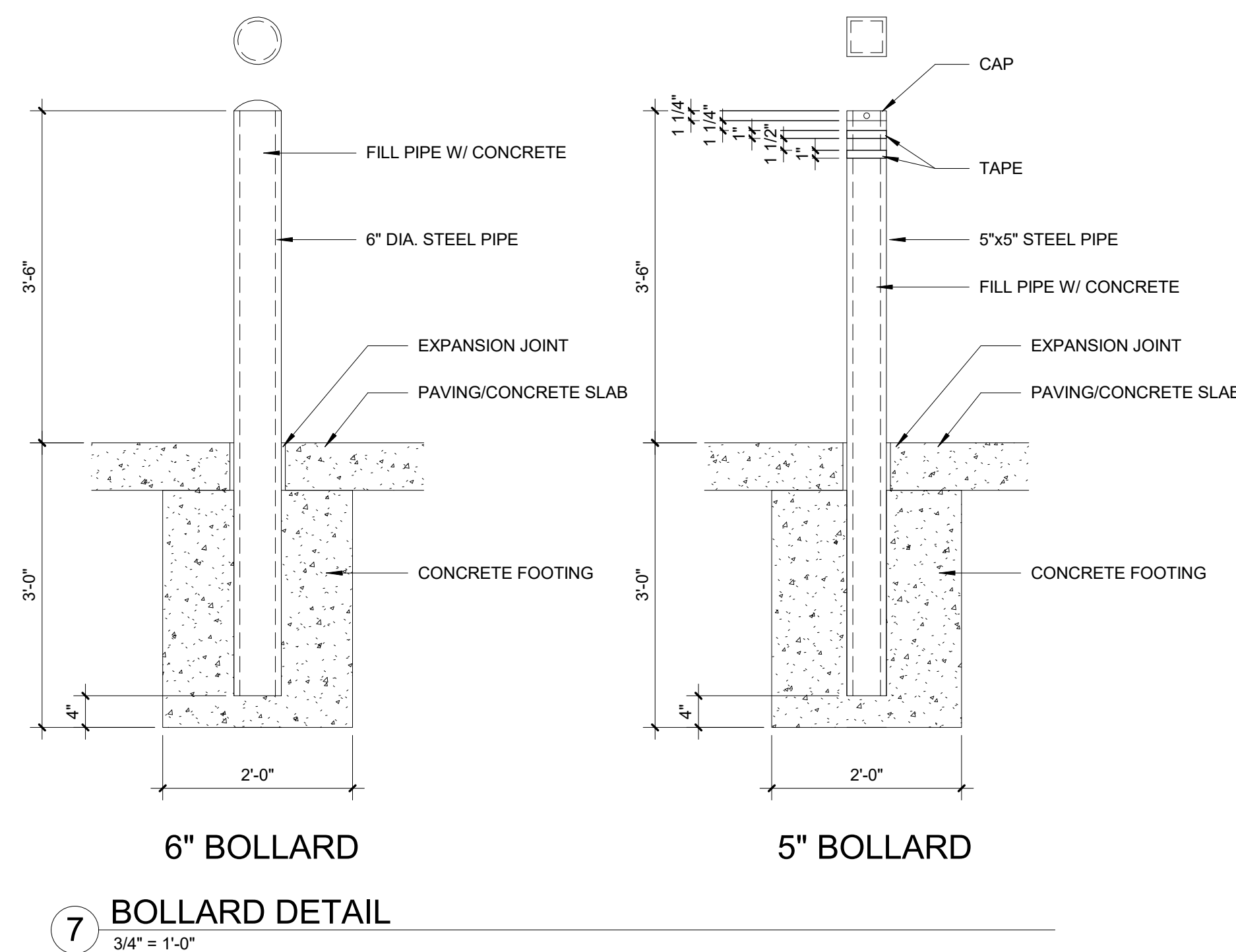
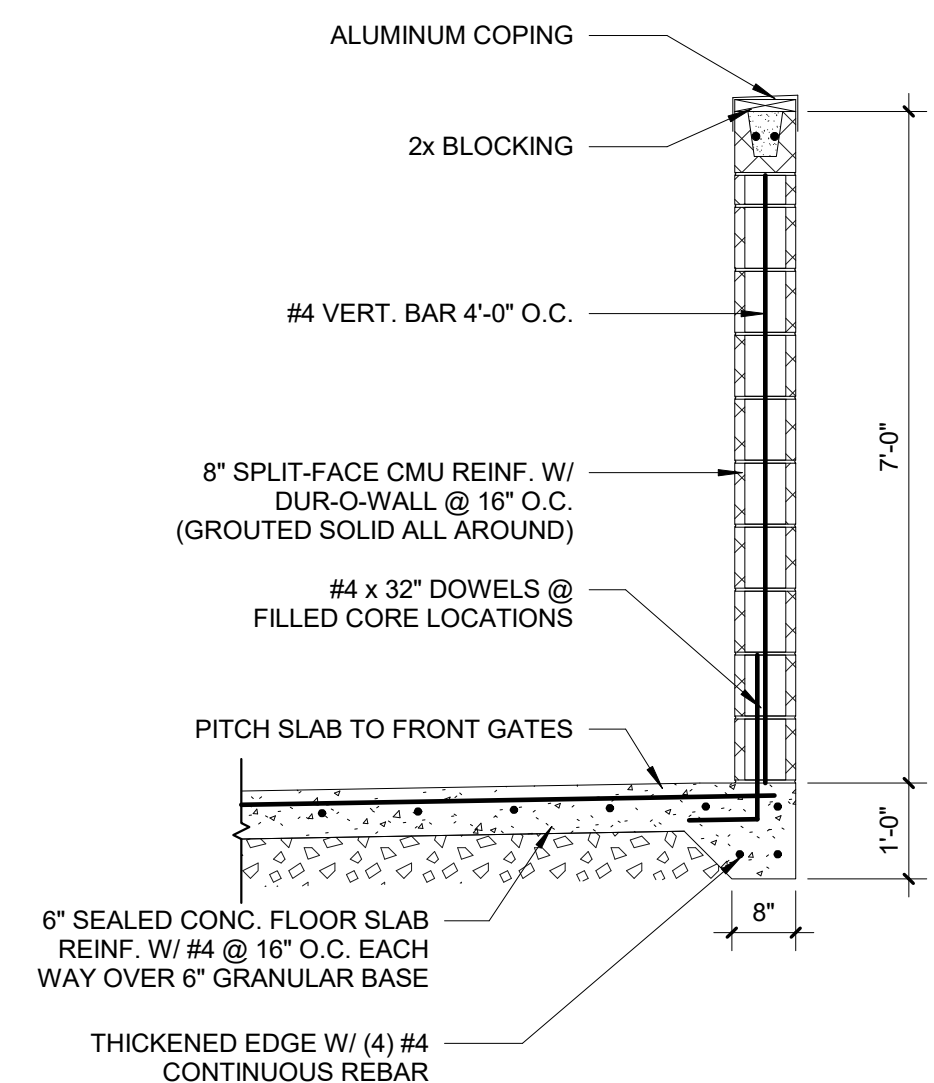
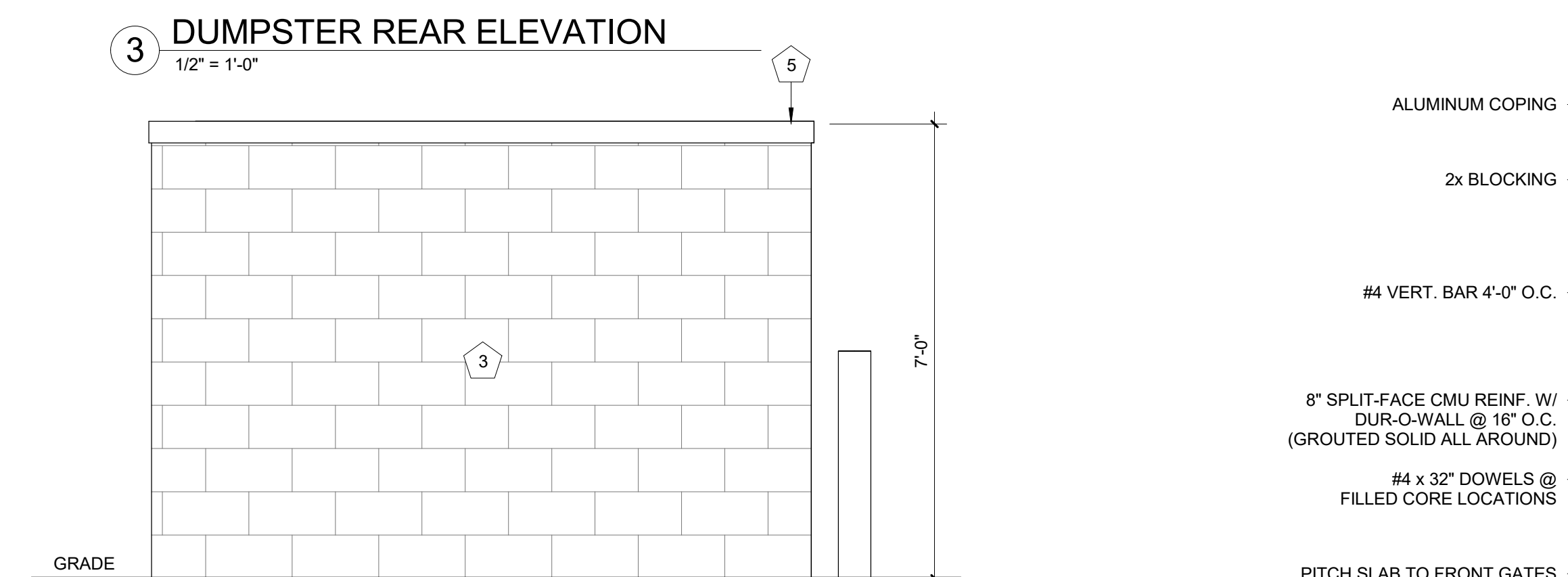
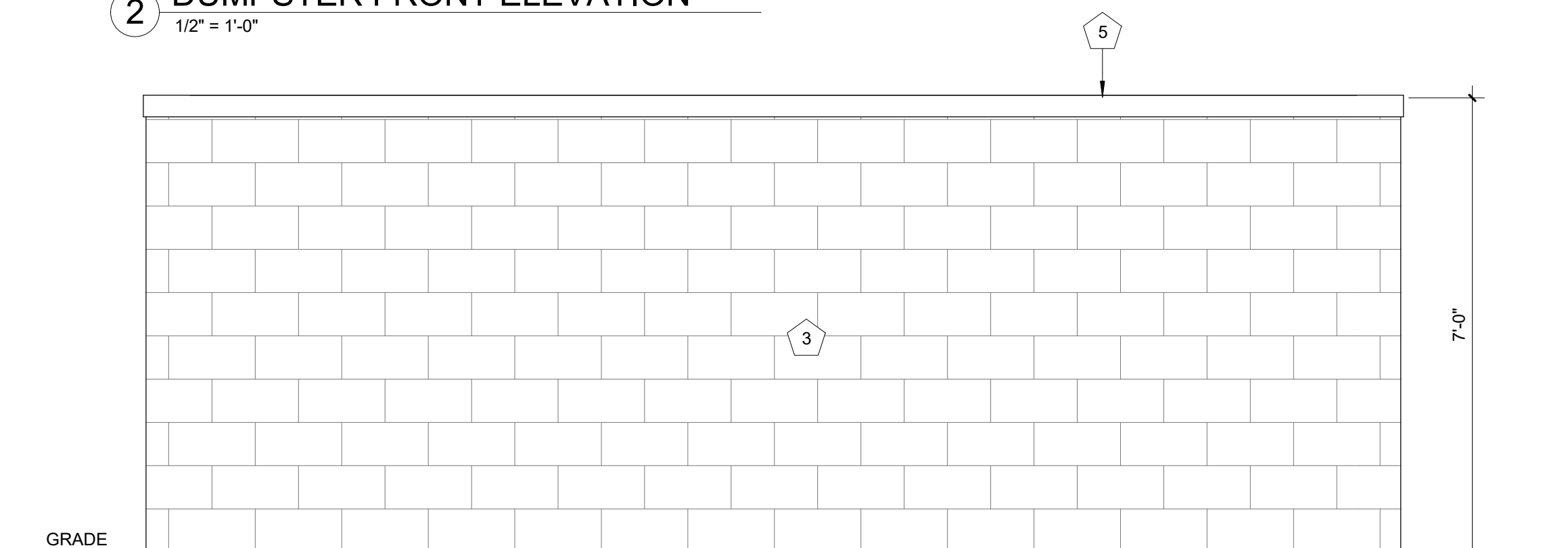
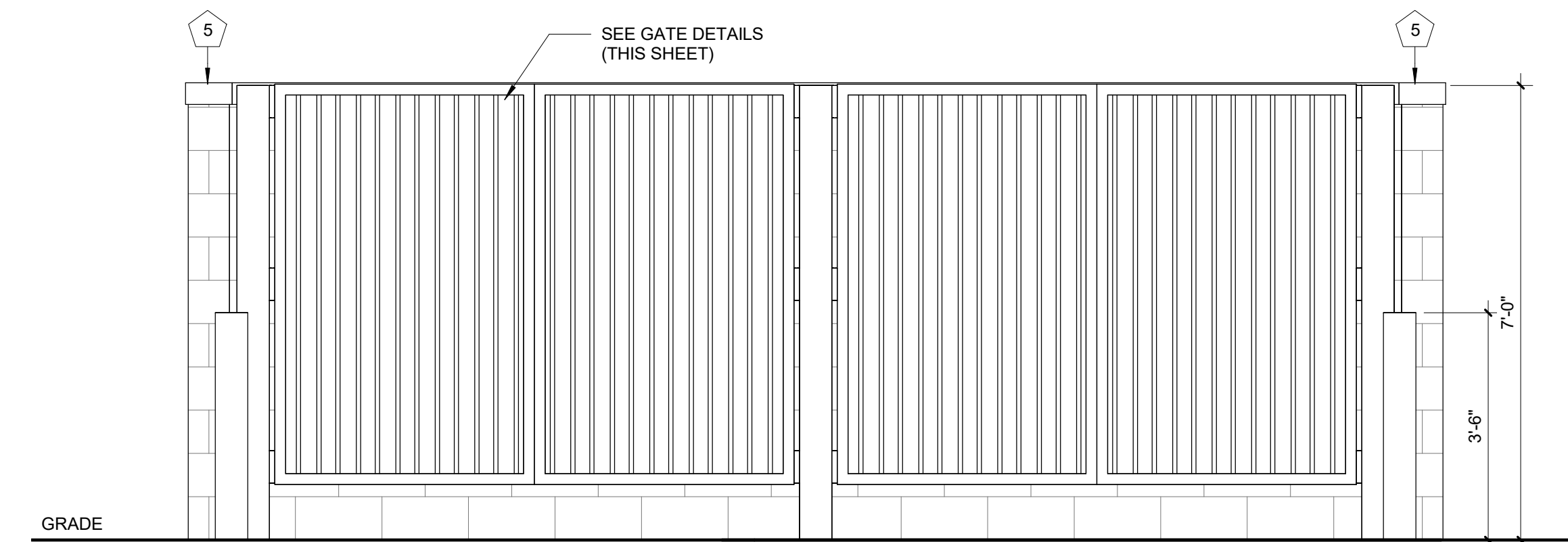
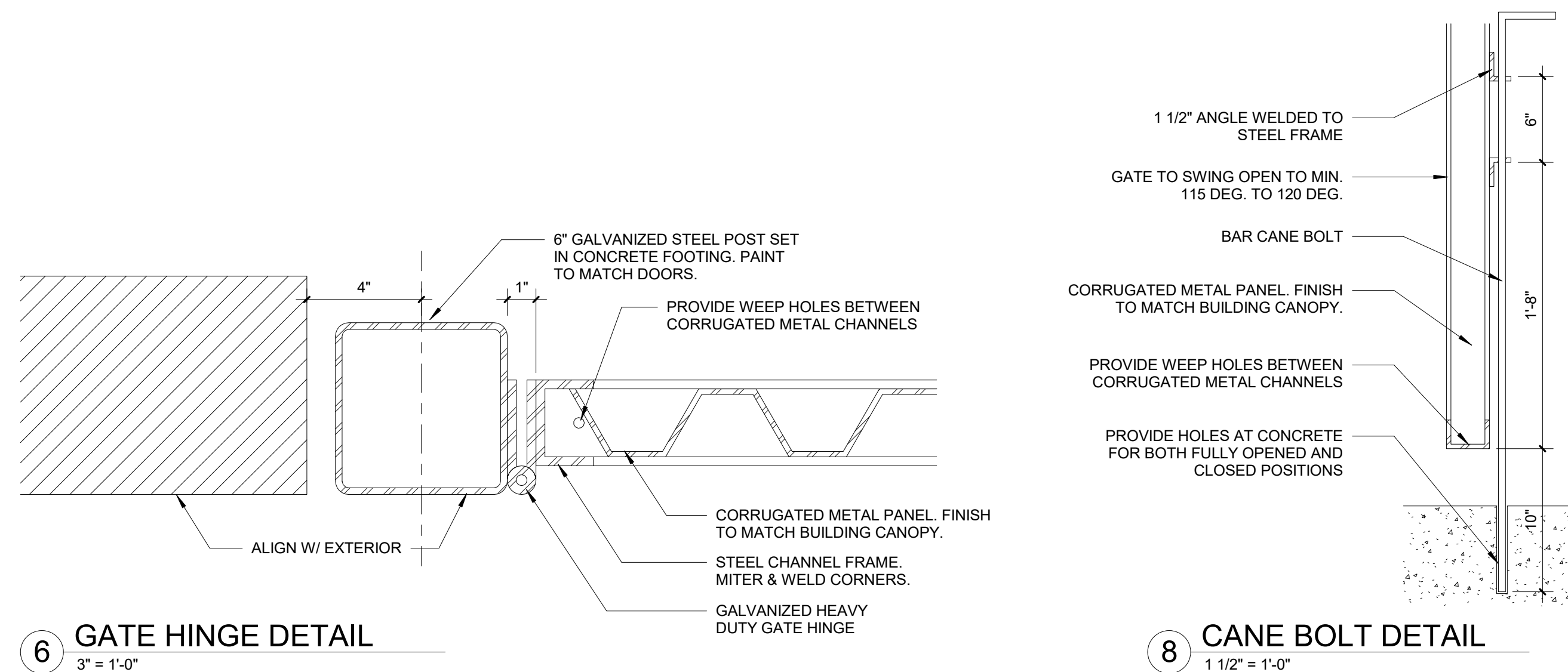


MATERIAL LEGEND

1	RUNNING BOND BRICK COLOR: PEWTER MISSION W/ SM100 GRAY MORTAR MANUF: MUTUAL MATERIALS
2	NICHIHA VERT. ARCH. PANELS COLOR: VINTAGEWOOD, CEDAR MANUF: NICHIHA
3	SPLIT-FACE C.M.U. PAINT TO MATCH BRICK
4	PRECAST SILL COLOR: TO MATCH BRICK MANUF: TBD

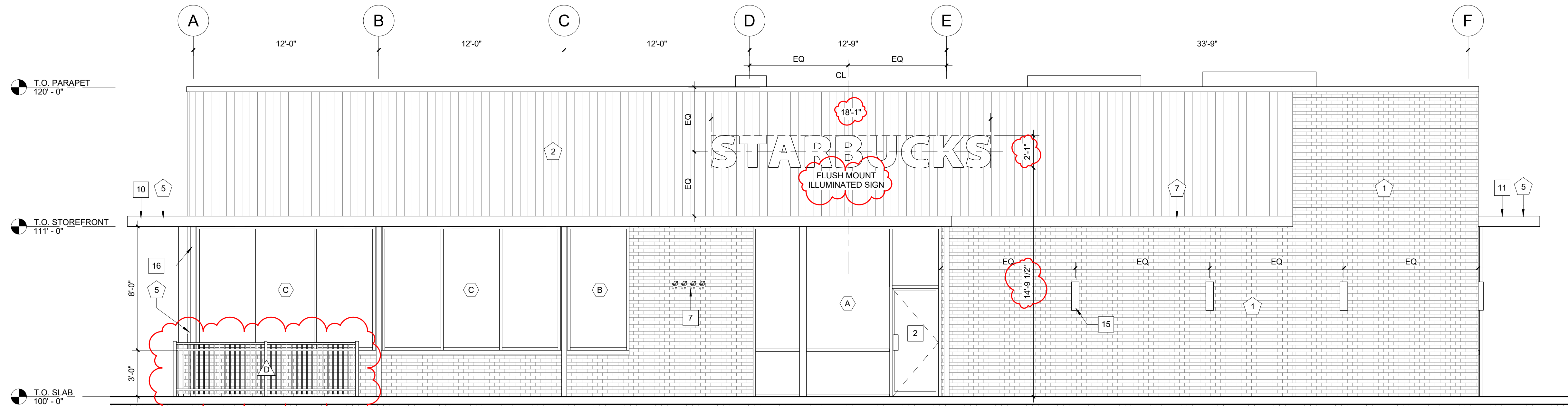
5	COLORADO CANTILEVERED SOFFIT, 12" OPEN FACE, FRONT GUTTER COLOR: RAL#7021 MATTE BLACK MANUF: AWNEX
6	POWDERCOAT METAL COPING COLOR: MATCH RAL#7021 MATTE BLACK MANUF: TBD
7	POWDERCOAT METAL TRIM COLOR: MATCH RAL#7021 MATTE BLACK MANUF: TBD

GENERAL MATERIAL NOTE: ALL SPECIFICATIONS TO BE EQUAL TO OR EQUIVALENT; ALL SUBSTITUTIONS TO BE APPROVED BY ARCHITECT.

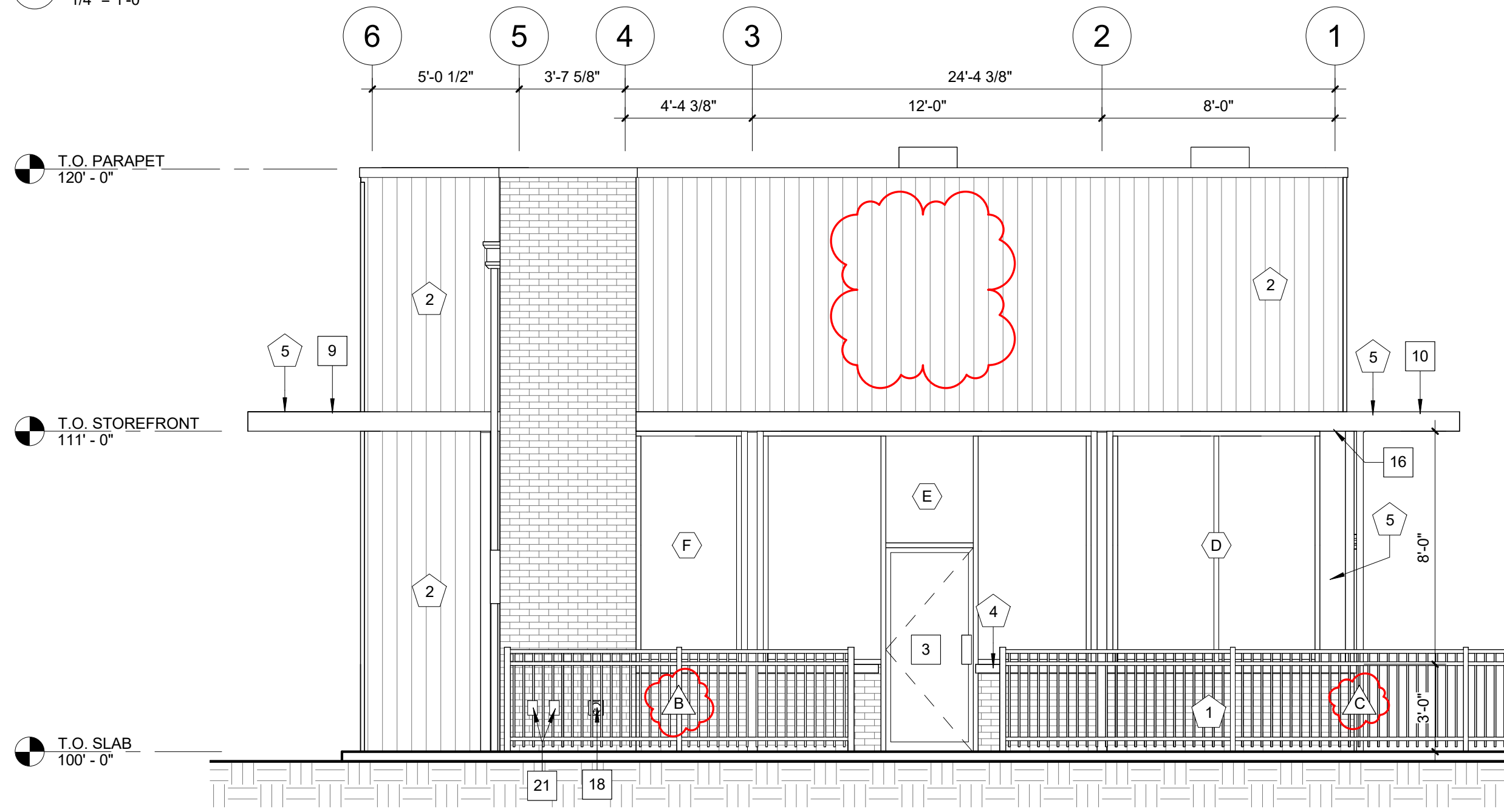


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A1.3	DUMPSTER ENCLOSURE PLAN
PROJECT NO.:	210308
DATE	DESCRIPTION
4-20-2022	BID SET
7-5-2022	ADDENDUM #1



1 WEST ELEVATION
1/4" = 1'-0"



2 NORTH ELEVATION
1/4" = 1'-0"

MATERIAL LEGEND

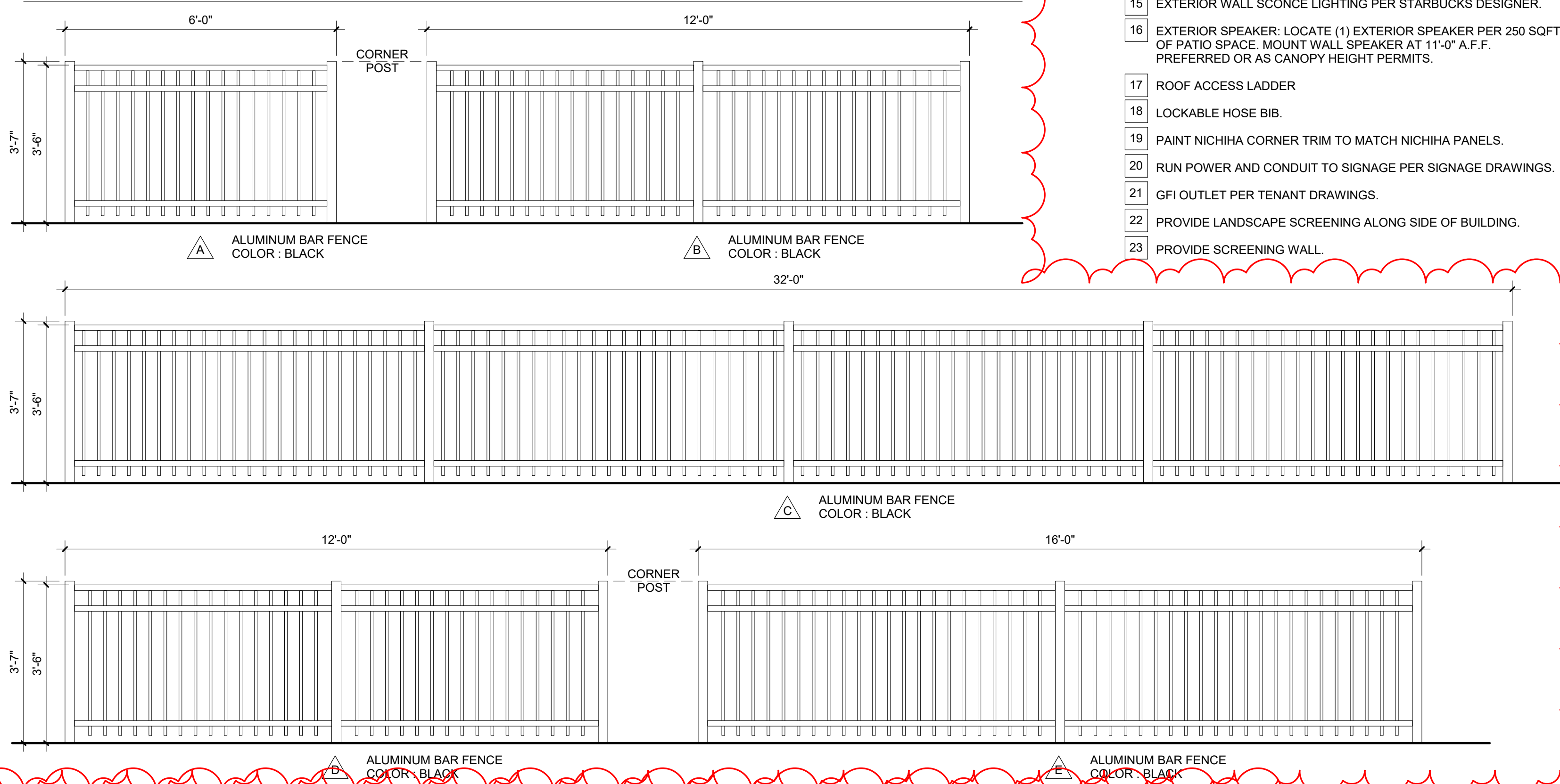
1 RUNNING BOND BRICK COLOR: PEWTER MISSION W/ SM100 GRAY MORTAR MANUF: MUTUAL MATERIALS	5 COLORADO CANTILEVERED SOFFIT, 12" OPEN FACE, FRONT GUTTER COLOR: RAL#7021 MATTE BLACK MANUF: AWNEX
2 NICHIIA VERT. ARCH. PANELS COLOR: VINTAGEWOOD, CEDAR MANUF: NICHIIA	6 POWDERCOAT METAL COPING COLOR: MATCH RAL#7021 MATTE BLACK MANUF: TBD
3 SPLIT-FACE C.M.U. PAINT TO MATCH BRICK	7 POWDERCOAT METAL TRIM COLOR: MATCH RAL#7021 MATTE BLACK MANUF: TBD
4 PRECAST SILL COLOR: TO MATCH BRICK MANUF: TBD	GENERAL MATERIAL NOTE: ALL SPECIFICATIONS TO BE EQUAL TO OR EQUIVALENT; ALL SUBSTITUTIONS TO BE APPROVED BY ARCHITECT.

SIGNAGE ILLUMINATION

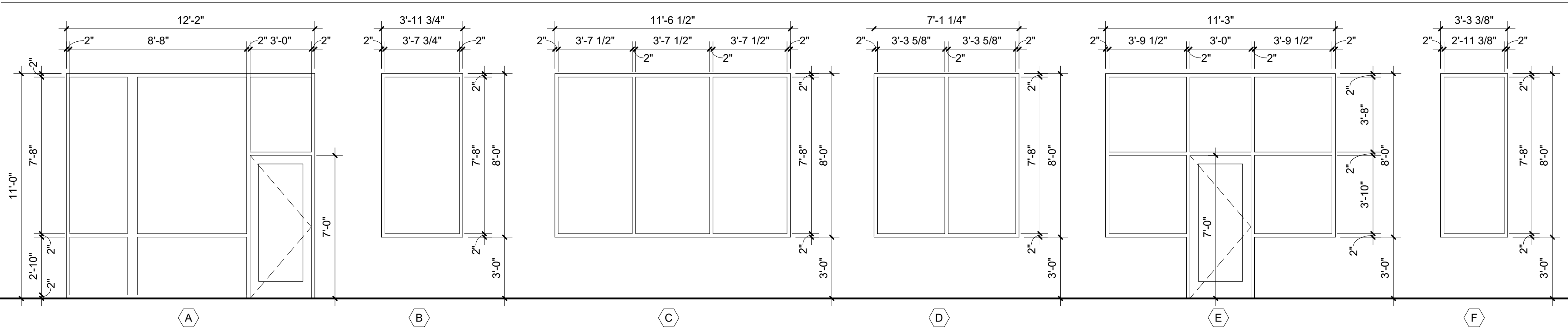
48" SIREN DISK ILLUMINATION:
INTERNALLY ILLUMINATE LOGO DISK WITH LUMIFICENT
WHITE LEDS INSTALLED TO BACK OF DISK. POWER WITH
SELF-CONTAINED LUMIFICENT POWER SUPPLY CONTAINED
WITH AN U.L. ENCLOSURE COVERED IN WHITE VINYL FILM.

STARBUCKS WORDMARK SIGNAGE ILLUMINATION:
INTERNALLY ILLUMINATE LETTERS WITH LUMIFICENT WHITE
LEDS ATTACHED TO INSIDE OF LETTER BACKS. POWER
WITH 120V LUMIFICENT POWER SUPPLIES POWER TO BE
LOCATED BEHIND WALL.

FENCE ELEVATIONS



STOREFRONT ELEVATIONS (SEE SHEET A6 FOR ADDITIONAL DETAILS)



STOREFRONT GENERAL NOTES:
1. ALL STOREFRONTS TO HAVE CLEAR, NON-TINTED, NON-REFLECTIVE LOW-E DOUBLE GLAZING
WITH A U-FACTOR OF 0.30 (OR BETTER) AND SHGC 0.60 (OR BETTER) U.N.O.
2. ALL GLASS PANES WITHIN 36" OF DOORWAY OPENINGS TO BE TEMPERED.
3. ALL GLASS PANES GREATER THAN 9'0" TO BE TEMPERED.
4. ALL GLASS PANES LESS THAN 18" ABOVE THE FLOOR TO BE TEMPERED.
5. STOREFRONT COLOR TO MATCH RAL#7021 MATTE M70028 - FLAT BLACK.

KEYED NOTES

- 1 PROTECTIVE BOLLARD.
- 2 PRIMARY ENTRANCE DOOR(S).
- 3 SECONDARY (PATIO) ENTRANCE DOOR.
- 4 SERVICE DOOR.
- 5 ELECTRICAL METER.
- 6 GAS METER.
- 7 STORE ADDRESS: PROVIDE 6" HIGH BLACK ACRYLIC STORE ADDRESS ON GLAZING ABOVE MAIN ENTRY DOOR.
- 8 DRIVE THRU WINDOW: PROVIDE READY ACCESS DRIVE THRU SERVICE WINDOW PER REGIONAL SPECIFICATION. WINDOW AND AIR CURTAIN FINISH TO MATCH ADJACENT STOREFRONT. SPECIFIC WINDOW SELECTION BASED ON REGIONAL AND CLIMATE VARIATIONS.
- 9 DRIVE THRU CANOPY: CANOPY AT DRIVE THRU WINDOW SHALL BE MIN. 9'-6" A.F.F. CLEAR ABOVE THE DRIVE THRU LANE. PREFERRED 11'-0" A.F.F. TO ALIGN WITH VISUAL HEIGHT OF STOREFRONT CANOPY.
- 10 STOREFRONT CANOPY: INCLUDE EXTERIOR CANOPY AWNINGS OR VERTICAL FACADE ARTICULATION AT WINDOWS TO REDUCE SOLAR HEAT GAIN. PREFERRED BOTTOM HEIGHT OF 11'-0" A.F.F. TO ALIGN WITH TOP OF STOREFRONT HEADER.
- 11 ENTRY/EXIT CANOPY: WEATHER PROTECTIVE CANOPY SHALL BE LOCATED ABOVE ALL ENTRY AND EGRESS DOORS AT MIN. OF 11'-0" A.F.F.
- 12 ROOF SCUPPER AND OVERFLOW: CONNECT TO UNDERGROUND STORM DRAIN. SEE DETAIL 6/A4.0 FOR MORE INFO.
- 13 ILLUMINATED FLUSH MOUNT SIGNAGE SIREN DISK. SIGNAGE TO BE SUBMITTED UNDER SEPARATE PERMIT BY OTHER (SHOWN FOR REFERENCE ONLY).
- 14 EXTERIOR OVERHEAD LIGHTING TO PROVIDE MINIMUM 5000 LUMENS AND INSTALLED 10' ABOVE FINISH FLOOR.
- 15 EXTERIOR WALL SCONCE LIGHTING PER STARBUCKS DESIGNER.
- 16 EXTERIOR SPEAKER: LOCATE (1) EXTERIOR SPEAKER PER 250 SQFT OF PATIO SPACE. MOUNT WALL SPEAKER AT 11'-0" A.F.F. PREFERRED OR AS CANOPY HEIGHT PERMITS.
- 17 ROOF ACCESS LADDER
- 18 LOCKABLE HOSE BIB.
- 19 PAINT NICHIIA CORNER TRIM TO MATCH NICHIIA PANELS.
- 20 RUN POWER AND CONDUIT TO SIGNAGE PER SIGNAGE DRAWINGS.
- 21 GFI OUTLET PER TENANT DRAWINGS.
- 22 PROVIDE LANDSCAPE SCREENING ALONG SIDE OF BUILDING.
- 23 PROVIDE SCREENING WALL.

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A2.0 EXTERIOR ELEVATIONS

PROJECT NO.: 210308

DATE	DESCRIPTION
4-20-2022	BID SET
7-5-2022	ADDENDUM #1
7-12-2022	CITY REVISION

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-
- 1 EAST ELEVATION**
1/4" = 1'-0"
- FENCE ELEVATIONS**

6'-0"

10'-0"

6x6 ALUMINUM POST

6x6 ALUMINUM POST

6x6 ALUMINUM POST

△ F

CORVIT ALUMINUM FENCE - 1x4 SLATS
COLOR : BLACK
MANUF: CITYSCAPE

6'-0"

10'-0"

6x6 ALUMINUM POST

6x6 ALUMINUM POST

6x6 ALUMINUM POST

△ G

CORVIT ALUMINUM FENCE - 1x4 SLATS
COLOR : BLACK
MANUF: CITYSCAPE

STOREFRONT ELEVATIONS

(SEE SHEET A6 FOR ADDITIONAL DETAILS)

Grid G: Total width 10'-5 3/4". Panel widths: 3'-1 3/8", 4'-0" R.O., 2'-8 3/8". Vertical dimensions: 8'-0" (main), 3'-0" (bottom), 2'-6" (top right), 5'-0" R.O. (left of main section).

Grid H: Total width 2'-0". Panel widths: 1'-6", 2". Vertical dimensions: 8'-0" (main), 3'-0" (bottom), 2'-6" (top right), 5'-0" (left of main section).

Grid I: Total width 11'-0". Panel widths: 3'-5 1/4", 2", 3'-5 1/2", 2", 3'-5 1/4", 2". Vertical dimensions: 8'-0" (main), 2'-0" (right).

Grid J: Total width 15'-0". Panel widths: 3'-6 1/2", 2", 3'-6 1/2", 2", 3'-6 1/2", 2", 3'-6 1/2", 2". Vertical dimensions: 8'-0" (main), 3'-0" (bottom), 1'-10" (top right), 5'-8" (left of main section).

Labels on Grid J: TRANS., OPAQUE, TINTED STOREFRONT (HATCHED PANELS ONLY).

Labels on Grid G: READY ACCESS 275 W/ AA300 AIR CURTAIN.

STOREFRONT GENERAL NOTES:

1. ALL STOREFRONTS TO HAVE CLEAR, NON-TINTED, NON-REFLECTIVE LOW-E DOUBLE GLAZING WITH A U-FACTOR OF 0.30 (OR BETTER) AND SHGC 0.60 (OR BETTER) U.N.O.
2. ALL GLASS PANES WITHIN 36" OF DOORWAY OPENINGS TO BE TEMPERED.
3. ALL GLASS PANES GREATER THAN 9 FT TO BE TEMPERED.
4. ALL GLASS PANES LESS THAN 18" ABOVE THE FLOOR TO BE TEMPERED.
5. STOREFRONT COLOR TO MATCH RAL#7021 MATTE MT0028 - FLAT BLACK.

48" SIREN DISK ILLUMINATION:
INTERNALLY ILLUMINATE LOGO DISK WITH LUMIFICENT
WHITE LEDS INSTALLED TO BACK OF DISK. POWER WITH
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INTERNALLY ILLUMINATE LETTERS WITH LUMIFICENT WHITE
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WITH 120V LUMIFICENT POWER SUPPLIES POWER TO BE
LOCATED BEHIND WALL.

1

RUNNING BOND BRICK
COLOR: PEWTER MISSION W/ SM100
GRAY MORTAR
MANUF: MUTUAL MATERIALS

2

NICHIIA VERT. ARCH. PANELS
COLOR: VINTAGEWOOD, CEDAR
MANUF: NICHIIA

3

SPLIT-FACE C.M.U.
PAINT TO MATCH BRICK

4

PRECAST SILL
COLOR: TO MATCH BRICK
MANUF: TBD

5	COLORADO CANTILEVERED SOFFIT, 12" OPEN FACE, FRONT GUTTER COLOR: RAL#7021 MATTE BLACK MANUF: AWWEX
6	POWDERCOAT METAL COPING COLOR: MATCH RAL#7021 MATTE BLACK MANUF: TBD
7	POWDERCOAT METAL TRIM COLOR: MATCH RAL#7021 MATTE BLACK MANUF: TBD

GENERAL MATERIAL NOTE: ALL SPECIFICATIONS
TO BE EQUAL TO OR EQUIVALENT; ALL
SUBSTITUTIONS TO BE APPROVED BY ARCHITECT

FOR BIDDING ONLY.
NOT FOR
CONSTRUCTION.



DUMPSTER ENCLOSURE



3D BUILDING FRONT



3D BUILDING FRONT



3D BUILDING REAR



PROJECTED STREET RENDERING

FOR BIDDING ONLY.
NOT FOR
CONSTRUCTION.

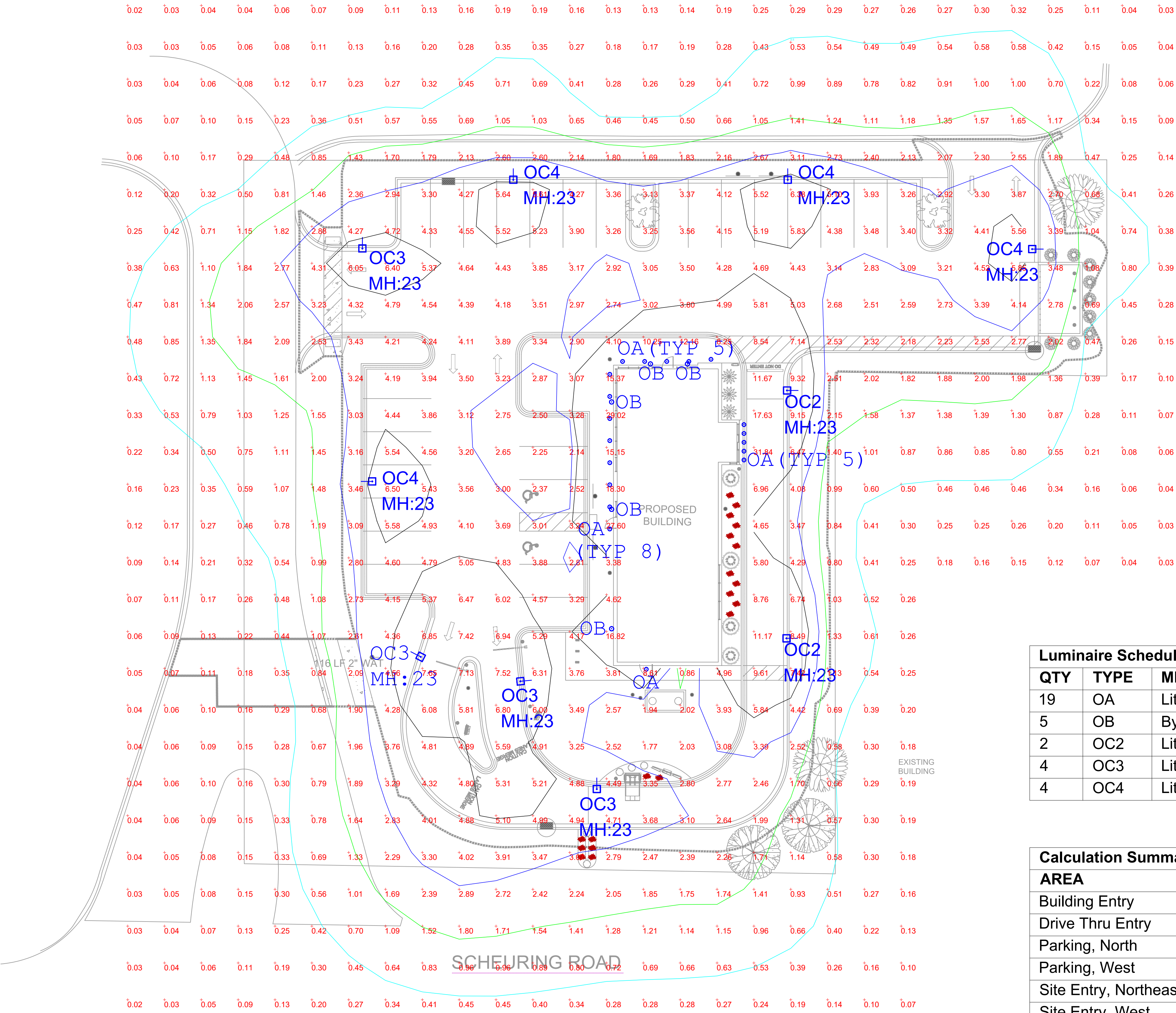
RH DESIGN BUILD LLC

1851 BOWEN STREET
OSHKOSH, WI 54901
P 920.231.1619
F 920.231.1715
RHdesignbuild.com

STARBUCKS
1360 SCHEURING RD
DE PERE, WI 54115

A2.2 3D VIEWS

PROJECT NO.: 210308	
DATE	DESCRIPTION
4-20-2022	BID SET
7-5-2022	ADDENDUM #1
7-12-2022	CITY REVISION



Luminaire Schedule				
QTY	TYPE	MFR	PART NUMBER	LLF
19	OA	Lithonia	LDN6 30/10 LO6BR MVOLT EZ10	0.950
5	OB	By Others	CDLED6WD-26W-50D930-K	0.950
2	OC2	Lithonia	RSX1 LED P4 30K R2 (volt) (mount) (finish) + 20' POLE + 3' BASE	0.950
4	OC3	Lithonia	RSX1 LED P4 30K R3 (volt) (mount) (finish) + 20' POLE + 3' BASE	0.950
4	OC4	Lithonia	RSX1 LED P4 30K R4 (volt) (mount) (finish) + 20' POLE + 3' BASE	0.950

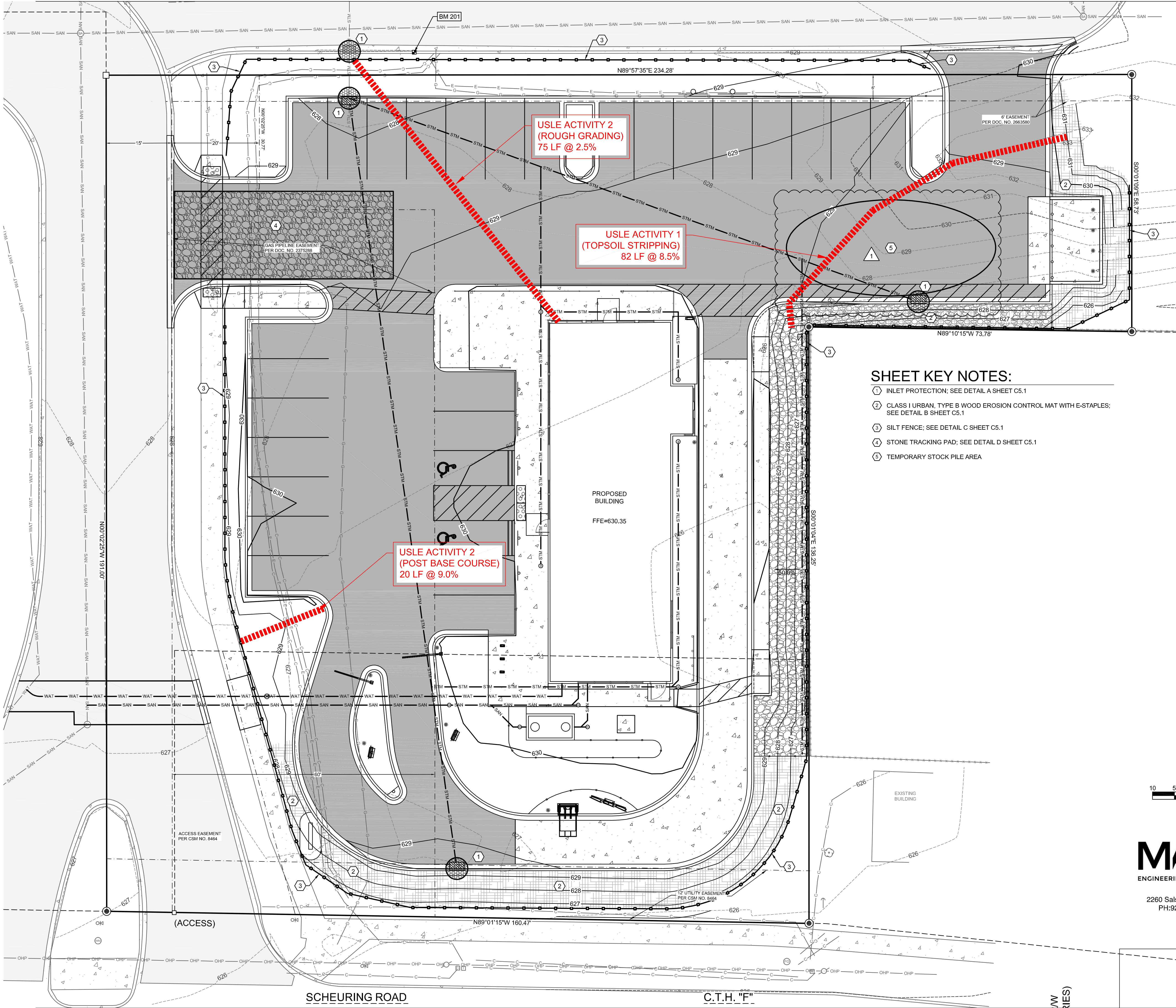
Calculation Summary					
AREA	AVG	MAX	MIN	AVG/MIN	MAX/MIN
Building Entry	16.51	29.0	4.1	4.03	7.07
Drive Thru Entry	6.25	7.7	4.8	1.30	1.60
Parking, North	4.34	6.4	3.1	1.40	2.06
Parking, West	4.03	6.5	2.1	1.92	3.10
Site Entry, Northeast	4.00	5.9	2.3	1.74	2.57
Site Entry, West	4.44	6.4	2.5	1.78	2.56



REVISIONS		
#	DATE	COMMENTS

DRAWN BY: JS	DATE: 4 / 20 / 2022	SCALE: 1" = 16'-0"
--------------	---------------------	--------------------

STARBUCKS	DE PERE, WI	SITE LIGHTING CALCULATIONS
-----------	-------------	----------------------------



PLANNED EROSION CONTROL PRACTICES:

- SILT FENCE** (TECH. STANDARD 1056)
SILT FENCING WILL BE REQUIRED DOWNSLOPE OF ALL DISTURBED AREAS, INCLUDING ANY DISTURBED AREAS OF THE INDIVIDUAL LOTS, AND WHERE NOTED ON THE SITE PLAN. IF THE SILT FENCE IS LOCATED IN A CHANNELIZED AREA, TWO CONSECUTIVE SILT FENCES WILL BE INSTALLED, OR ONE STRAW BALE FENCE WILL BE INSTALLED.
- INLET PROTECTION** (TECH STANDARD 1060)
INLET PROTECTION SHALL BE INSTALLED AT ALL EXISTING AND PROPOSED STORM DRAIN INLETS ON THE PROJECT SITE AND IMMEDIATELY DOWN STREAM FROM ANY DISTURBED AREAS.
- DUST CONTROL** (TECH STANDARD 1068)
DUST CONTROL SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE ABOVE MENTIONED TECHNICAL STANDARD. WHERE POSSIBLE DUST CONTROL SHALL BE WISDOT TYPE B SOIL STABILIZER OR TEMPORARY SEED.
- STOCKPILED TOPSOIL/TEMPORARY FILL PILES**
SILT FENCING OR STRAW BALE FENCING WILL BE REQUIRED AROUND ALL STOCKPILED TOPSOIL OR TEMPORARY FILL. SOIL PILES OF MORE THAN 10 CUBIC YARDS THAT WILL BE IN EXISTENCE FOR MORE THAN 7 DAYS SHALL BE SEED AND/OR MULCHED TO PROVIDE VEGETATIVE COVER AND SHALL USE SILT FENCING OR STRAW BALES FENCING UNTIL THE VEGETATION IS ESTABLISHED.
- TEMPORARY CONSTRUCTION ENTRANCE/EXIT** (TECH. STANDARD 1057)
A NEW GRAVEL CONSTRUCTION ENTRANCE WILL BE INSTALLED AT ALL CONSTRUCTION ACCESS POINTS TO PREVENT SEDIMENT FROM TRACKING ONTO THE ROADWAYS.
- EROSION CONTROL MATS** (TECH. STANDARD 1053)
EROSION CONTROL MATS WILL BE INSTALLED IN AREAS AS SHOWN ON THE SITE PLAN, AND IN ALL OTHER AREAS WHERE EXCESSIVE EROSION IS TAKING PLACE. INSTALLATION WILL FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR PLACEMENT AND STAPLING.
- DEWATERING** (TECH STANDARD 1061)
SHOULD DEWATERING BE REQUIRED FOR INSTALLATION OF PLANNED IMPROVEMENTS, SEDIMENT SHALL BE REMOVED FROM WATER GENERATED DURING DEWATERING ACTIVITIES PRIOR TO DISCHARGING OFF-SITE OR TO WATERS OF THE STATE.

MAINTENANCE PLAN:

- ALL EROSION CONTROL AND STORM WATER MANAGEMENT PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION EVERY 7 DAYS AND WITHIN 24 HOURS OF A STORM PRODUCING AT LEAST 0.5 INCHES OF RAINFALL. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED. ALSO, ANY SEDIMENT THAT HAS BEEN DEPOSITED OFF-SITE FROM THIS CONSTRUCTION PROJECT SHALL BE CLEANED UP IMMEDIATELY.
- REMOVE SEDIMENT FROM BEHIND ANY SILT FENCE WHEN IT HAS ACCUMULATED TO A DEPTH OF 1/2 FENCE HEIGHT OR MORE. WHEN THE FENCE CAN NO LONGER FILTER WATER OR TRAP SEDIMENT, REPAIR THE SILT FENCE TO PROVIDE AN EFFECTIVE BARRIER.
- ALL SEED AREAS, INCLUDING THE GRASS LINED CHANNELS, WILL BE RESEED AND MULCHED AS NECESSARY TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.
- ANY UNEXPECTED DRAINAGE DITCHES EXPERIENCING EXCESSIVE EROSION AND CHANNEL DEGRADATION DUE TO HIGH RUNOFF VOLUMES WILL BE REGRADED AND COVERED WITH A BIODEGRADABLE EROSION CONTROL MAT. INSTALLATION WILL FOLLOW MANUFACTURER'S RECOMMENDATIONS.
- REMOVE SILT FENCE AND TEMPORARY STRUCTURES AFTER FINAL STABILIZATION AND VEGETATIVE COVER IS ESTABLISHED.
- SEDIMENT THAT HAS MIGRATED OFF SITE ONTO ADJACENT PROPERTIES SHALL BE SWEEPED OFF PAVEMENTS AND REMOVED FROM VEGETATED AREAS DAILY.
- COPIES OF THE EROSION & SEDIMENT CONTROL PLAN SHALL BE KEPT ON SITE.
- MAINTAIN EROSION AND SEDIMENT CONTROL PER THE PLAN AND AS NECESSARY TO MEET THE REQUIREMENTS OF THE ORDINANCE. UNTIL THE SITE HAS UNDERGONE FINAL STABILIZATION AND RECEIVED FINAL ACCEPTANCE FROM THE MUNICIPALITY.
- AN EROSION AND SEDIMENT CONTROL PRACTICE INSPECTION LOG SHALL BE MAINTAINED. LOG SHALL NOTE THE TIME, DATE AND LOCATION OF INSPECTION, THE PHASE OF CONSTRUCTION AT THE SITE, PERSON DOING THE INSPECTION, ASSESSMENT OF CONTROL PRACTICES, AND DESCRIPTION OF EROSION AND SEDIMENT CONTROL MEASURES OR MAINTENANCE DONE IN RESPONSE TO INSPECTION.

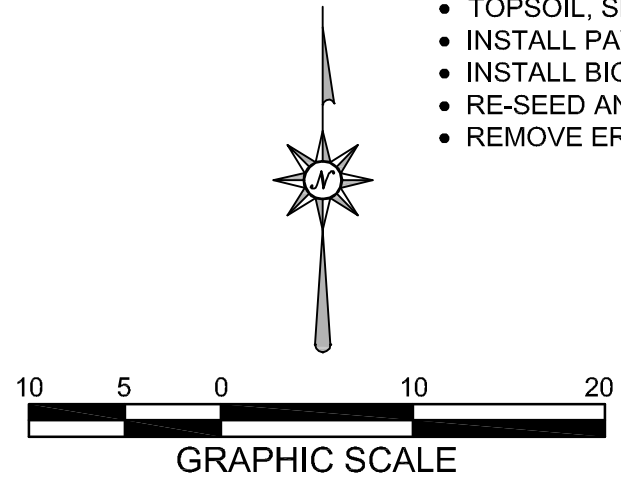
CONSTRUCTION NOTES:

- TOPSOIL TO BE REMOVED FROM THE PROJECT SITE PRIOR TO PLACEMENT OF FILL OR SUBGRADE MATERIAL. EXCESS TOPSOIL TO BE STOCKPILED ON THE SITE AS INDICATED.
- ALL EXCAVATED AREAS NOT RECEIVING PAVEMENT TO BE COVERED WITH A MINIMUM OF 6" OF TOPSOIL, SEED AND MULCHED AS SOON AS FINAL GRADE HAS BEEN ACHIEVED. SEEDING SHALL BE IN ACCORDANCE WITH WDNR TECH. STANDARD (1059).
- EROSION CONTROL METHODS SHALL BE IMPLEMENTED, AS DIRECTED BY THE ENGINEER, PRIOR TO AND DURING CONSTRUCTION, TO CONTROL WATER POLLUTION, EROSION AND SILTATION, INCLUDING, BUT NOT LIMITED TO HAY BALE DIKES AND SILT FENCES. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE WDNR TECHNICAL STANDARDS.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
- CONTRACTOR IS RESPONSIBLE FOR CONTACTING DIGGERS HOTLINE FOR THE LOCATION OF THE UTILITIES.
- SITE DEWATERING IS NOT ANTICIPATED, HOWEVER SHOULD DEWATERING BE NECESSARY, IT SHALL BE PERFORMED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD (1061).
- THE CONTRACTOR SHALL DISPOSE OF ALL WASTE AND EXCESS MATERIAL AT AN APPROVED LOCATION.

CONSTRUCTION SEQUENCE:

JUNE 2022 TO NOVEMBER 2022

- INSTALL EROSION CONTROL DEVICES IN ACCORDANCE WITH THE WDNR TECHNICAL STANDARDS AND STORMWATER MANAGEMENT PLAN.
- STRIP TOPSOIL WITHIN GRADING LIMITS
- ROUGH GRADE SITE
- CONSTRUCT BUILDING
- INSTALL SITE UTILITIES
- INSTALL BASE COURSE
- TOPSOIL, SEED, FERTILIZE AND MULCH/EROSION MAT
- INSTALL PAVEMENT
- INSTALL BIOFILTER
- RE-SEED ANY UNVEGETATED AREAS
- REMOVE EROSION CONTROL BMPS UPON SITE STABILIZATION



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Project Number: 1913-01-21

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STARBUCKS
1360 SCHEURING ROAD
DE PERE, WI 54115

1 USLE EXHIBIT	
PROJECT NO.: ---	
DATE	DESCRIPTION
05/10/2022	1 - CITY COMMENTS



Soil Loss & Sediment Discharge Calculation Tool

for use on Construction Sites in the State of Wisconsin



WDNR Version 2.0 (06-29-2017)

YEAR 1

Developer: Nicolet Commercial De Pere, LLC

Project: Starbucks - 1360 Scheuring Road

Date: 07/01/22

County: Brown

Version 1.0

Activity (1)	Begin Date (2)	End Date (3)	Period % R (4)	Annual R Factor (5)	Sub Soil Texture (6)	Soil Erodibility K Factor (7)	Slope (%) (8)	Slope Length (ft) (9)	LS Factor (10)	Land Cover C Factor (11)	Soil loss A (tons/acre) (12)	SDF (13)	Sediment Control Practice (14)	Sediment Discharge (t/ac) (15)
Bare Ground	08/01/22	08/22/22	12.3%	100	Silty Clay	0.28	8.5%	82	0.98	1.00	3.4	0.794	Silt Fence	1.6
Bare Ground	08/22/22	10/31/22	21.5%	100	Silty Clay	0.28	2.5%	75	0.22	1.00	1.3	1.020	Silt Fence	0.8
Seed with Mulch or Er	10/31/22	05/31/23	22.8%	100	Silty Clay	0.28	1.8%	20	0.11	0.10	0.1	0.980	Silt Fence	0.0
End	05/31/23	----	----	----	-----	----	1.8%	20	0.11	-----	----	0.000	Silt Fence	0.0
		----	----	----	-----	----			----	----	----	0.000		0.0
		----	----	----	-----	----			----	----	----	0.000		0.0
		----	----	----	-----	----			----	----	----	0.000		0.0
TOTAL											4.8		TOTAL	2.5
													% Reduction Required	NONE

Notes:

See Help Page for further descriptions of variables and items in drop-down boxes.

The last land disturbing activity on each sheet must be 'End'. This is either 12 months from the start of construction or final stabilization.

For periods of construction that exceed 12 months, please demonstrate that 5 tons/acre/year is not exceeded in any given 12 month period.

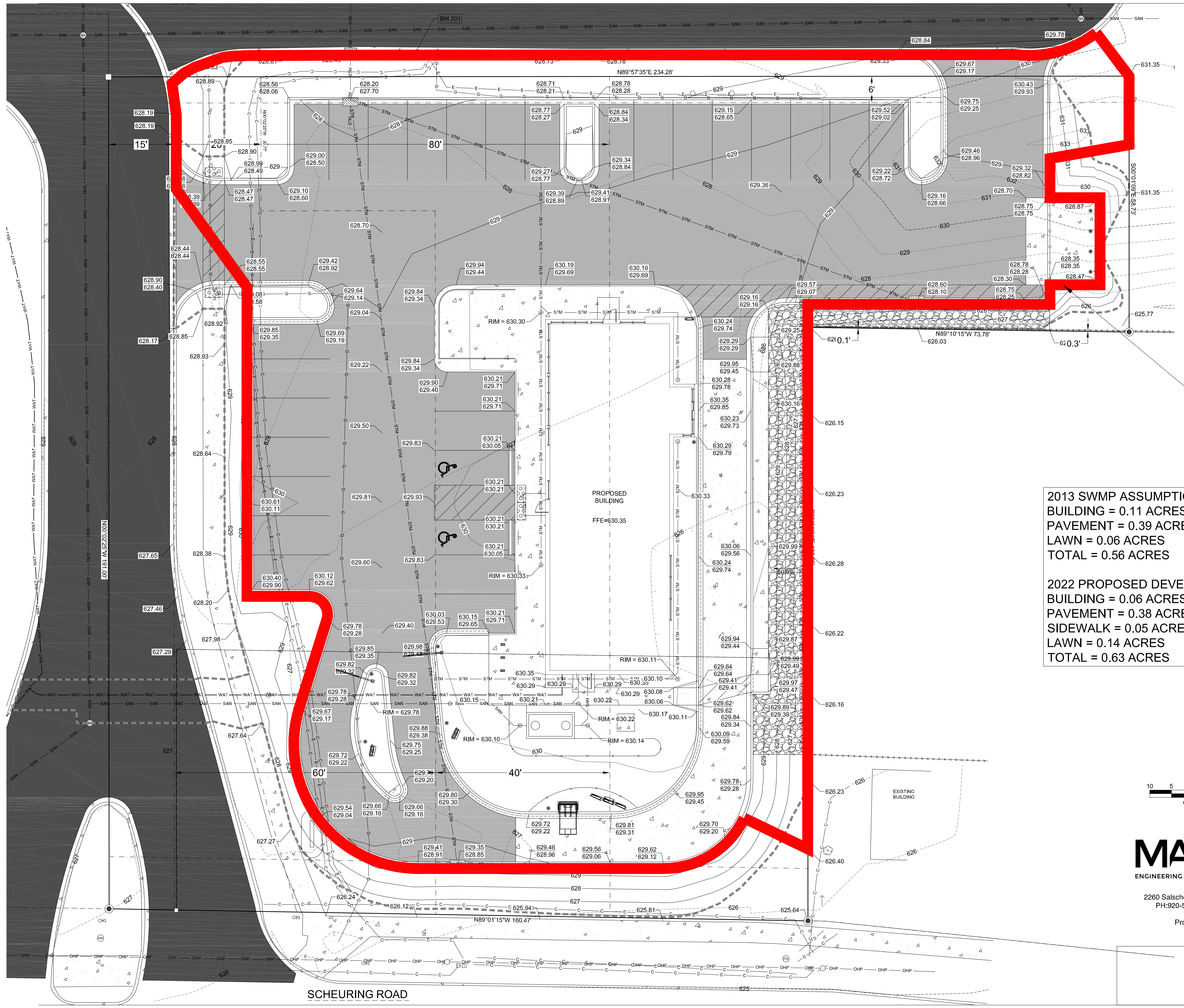
NOTE: THIS TOOL ONLY ADDRESSED SOIL EROSION DUE TO SHEET FLOW. MEASURES TO CONTROL CHANNEL EROSION MAY ALSO BE REQUIRED TO MEET SEDIMENT DISCHARGE REQUIREMENTS.

Recommended Permanent Seeding Dates:

4/15-6/1 and 8/1-8/21 Turf, introduced grasses and legumes
Thaw-6/30 Native Grasses, forbs, and legumes

Designed By:	MACH IV
Date	6/17/2022

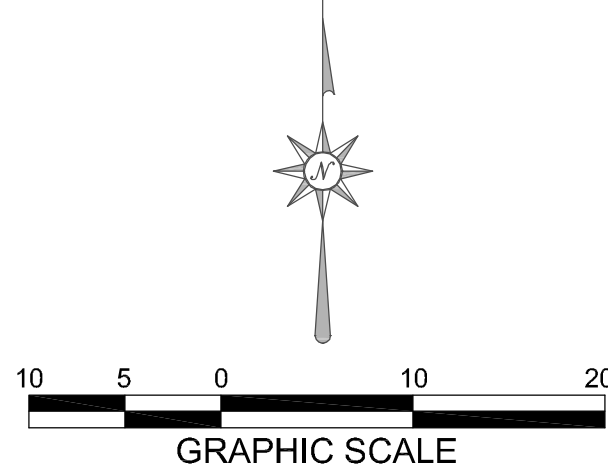
C:\Users\scott\Desktop\Temp Projects\1913-01-21 STARBUCKS DEPERE\1913-01-21 ENG.dwg 6/6/2022 2:58:43 PM



PROPOSED WATERSHED TO
NICOLET TOWNHOMES REGIONAL POND

2013 SWMP ASSUMPTIONS (BASIN A):
BUILDING = 0.11 ACRES
PAVEMENT = 0.39 ACRES
LAWN = 0.06 ACRES
TOTAL = 0.56 ACRES

2022 PROPOSED DEVELOPMENT
BUILDING = 0.06 ACRES
PAVEMENT = 0.38 ACRES
SIDEWALK = 0.05 ACRES
LAWN = 0.14 ACRES
TOTAL = 0.63 ACRES



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RHdesignbuild.com

STARBUCKS
1360 SCHEURING ROAD
DE PERE, WI 54115

1

PROPOSED
WATERSHED

PROJECT NO.: ---	
DATE	DESCRIPTION
-	-

SLAMM ORIGINAL FROM DE PERE

1913-01-21 SLAMM ORIGINAL FROM DE PERE - InputData.txt
 Data file name: C:\Users\scott\Desktop\Temp Projects\1913-01-21 STARBUCKS
 DEPERE\CALCS\1913-01-21 SLAMM ORIGINAL FROM DE PERE.mdb
 WinSLAMM Version 10.3.4
 Rain file name: C:\WinSLAMM Files\Rain Files\WisReg - Green Bay WI 1969.RAN
 Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1
 WI_AVG01.pscx
 Runoff Coefficient file name: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx
 Residential Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other
 Urban Dec06.std
 Institutional Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust
 Dec06.std
 Commercial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust
 Dec06.std
 Industrial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust
 Dec06.std
 Other Urban Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other
 Urban Dec06.std
 Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std
 Apply Street Delivery Files to Adjust the After Event Load Street Dirt Mass
 Balance: False
 Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI_GE003.ppd
 Source Area PSD and Peak to Average Flow Ratio File: C:\WinSLAMM Files\NURP
 Source Area PSD Files.csv
 Cost Data file name:
 Seed for random number generator: -42
 Study period starting date: 01/02/69 Study period ending date:
 12/28/69
 Start of Winter Season: 11/25 End of Winter Season: 03/29
 Date: 06-06-2022 Time: 13:36:15
 Site information:

LU# 1 - Commercial: Commercial 1 Total area (ac): 39.480
 1 - Roofs 1: 12.560 ac. Flat Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 2 - Roofs 2: 1.290 ac. Pitched Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 3 - Roofs 3: 0.310 ac. Pitched Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 13 - Paved Parking 1: 12.360 ac. Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 14 - Paved Parking 2: 1.410 ac. Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 15 - Paved Parking 3: 1.090 ac. Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 31 - Sidewalks 1: 0.110 ac. Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 37 - Streets 1: 1.030 ac. Intermediate Street Length = 0.386
 curb-mi Street Width (assuming two curb-mi per street mile) = 44.0285 ft
 Default St. Dirt Accum. Annual Winter Load = 2500 lbs Source
 Area PSD File: C:\WinSLAMM Files\NURP.cpz
 45 - Large Landscaped Areas 1: 5.620 ac. Normal Clayey Medium/High
 Density No Alleys Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
 46 - Large Landscaped Areas 2: 2.050 ac. Normal Clayey Low Density
 Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
 47 - Large Landscaped Areas 3: 0.150 ac. Normal Clayey Low Density
 Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
 70 - Water Body Areas: 1.500 ac. Source Area PSD File:

Control Practice 1: Wet Detention Pond CP# 1 (DS) - DS Wet Pond # 1
 Particle Size Distribution file name: Not needed - calculated by
 program
 Initial stage elevation (ft): 8.8
 Peak to Average Flow Ratio: 3.8

1913-01-21 SLAMM ORIGINAL FROM DE PERE - InputData.txt
 Maximum flow allowed into pond (cfs): No maximum value entered
 Outlet Characteristics:

Outlet type: Orifice 1

1. Orifice diameter (ft): 0.54
2. Number of orifices: 1
3. Invert elevation above datum (ft): 8.73

Outlet type: Orifice 2

1. Orifice diameter (ft): 0.6
2. Number of orifices: 1
3. Invert elevation above datum (ft): 8.79

Outlet type: Orifice 3

1. Orifice diameter (ft): 0.63
2. Number of orifices: 1
3. Invert elevation above datum (ft): 8.72

Outlet type: Broad Crested Weir

1. Weir crest length (ft): 20
2. Weir crest width (ft): 2
3. Height from datum to bottom of weir opening: 14

Outlet type: Vertical Stand Pipe

1. Stand pipe diameter (ft): 3
2. Stand pipe height above datum (ft): 13

Outflow (cfs)	Pond stage and surface area				
	Entry Number	Stage (ft)	Pond Area (acres)	Natural Seepage (in/hr)	Other
0.00	0	0.00	0.0000	0.00	
0.00	1	1.00	0.0300	0.00	
0.00	2	2.00	0.4800	0.00	
0.00	3	3.00	0.6700	0.00	
0.00	4	4.00	0.7800	0.00	
0.00	5	5.00	0.9000	0.00	
0.00	6	6.00	1.0100	0.00	
0.00	7	7.00	1.1300	0.00	
0.00	8	8.00	1.3500	0.00	
0.00	9	8.80	1.5700	0.00	
0.00	10	9.00	1.6200	0.00	
0.00	11	10.00	1.7800	0.00	
0.00	12	11.00	1.9300	0.00	
0.00	13	12.00	2.0700	0.00	
0.00	14	13.00	2.2100	0.00	
0.00	15	14.00	2.3500	0.00	
0.00	16	15.00	2.4900	0.00	

1913-01-21 SLAMM ORIGINAL FROM DE PERE - Output Summary.txt

SLAMM for Windows Version 10.3.4

(c) Copyright Robert Pitt and John Voorhees 2012

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Data file name: C:\Users\scott\Desktop\Temp Projects\1913-01-21 STARBUCKS DEPERE\CALCS\1913-01-21 SLAMM ORIGINAL FROM DE PERE.mdb

Data file description:

Rain file name: C:\WinSLAMM Files\Rain Files\WisReg - Green Bay WI 1969.RAN

Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI_AVG01.pscx

Runoff Coefficient file name: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx

Residential Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std

Institutional Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std

Commercial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std

Industrial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std

Other Urban Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std

Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std

Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI_GE003.ppdxd

Start of Winter Season: 11/25 End of Winter Season: 03/29

Model Run Start Date: 01/02/69 Model Run End Date: 12/28/69

Date of run: 06-06-2022 Time of run: 13:35:57

Total Area Modeled (acres): 39.480

Years in Model Run: 0.99

	Runoff Volume (cu ft)	Percent Runoff Volume Reduction	Particulate Solids Conc. (mg/L)	Particulate Solids Yield (lbs)	Percent Particulate Solids Reduction
Total of all Land Uses without Controls:	1.985E+06	-	85.55	10600	-
Outfall Total with Controls:	1.988E+06	-0.15%	16.65	2067	80.50%
Annualized Total After Outfall Controls:	2.016E+06			2096	

SLAMM MODIFIED FOR PROPOSED STARBUCKS

1913-01-21 SLAMM MODIFIED FOR PROPOSED STARBUCKS - InputData.txt
 Data file name: C:\Users\scott\Desktop\Temp Projects\1913-01-21 STARBUCKS
 DEPERE\CALCS\1913-01-21 SLAMM MODIFIED FOR PROPOSED STARBUCKS.mdb
 WinSLAMM Version 10.3.4
 Rain file name: C:\WinSLAMM Files\Rain Files\WisReg - Green Bay WI 1969.RAN
 Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI_AVG01.pscx
 Runoff Coefficient file name: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx
 Residential Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban
 Dec06.std
 Institutional Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust
 Dec06.std
 Commercial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust
 Dec06.std
 Industrial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust
 Dec06.std
 Other Urban Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban
 Dec06.std
 Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std
 Apply Street Delivery Files to Adjust the After Event Load Street Dirt Mass Balance:
 False
 Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI_GEO03.ppd
 Source Area PSD and Peak to Average Flow Ratio File: C:\WinSLAMM Files\NURP Source
 Area PSD Files.csv
 Cost Data file name:
 Seed for random number generator: -42
 Study period starting date: 01/02/69 Study period ending date: 12/28/69
 Start of Winter Season: 11/25 End of Winter Season: 03/29
 Date: 06-06-2022 Time: 14:54:56
 Site information:

LU# 1 - Commercial: Commercial 1 Total area (ac): 39.550
 1 - Roofs 1: 12.560 ac. Flat Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 2 - Roofs 2: 1.290 ac. Pitched Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 3 - Roofs 3: 0.200 ac. Pitched Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 4 - Roofs 4: 0.060 ac. Flat Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 13 - Paved Parking 1: 12.360 ac. Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 14 - Paved Parking 2: 1.410 ac. Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 15 - Paved Parking 3: 0.700 ac. Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 16 - Paved Parking 4: 0.380 ac. Connected Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 31 - Sidewalks 1: 0.110 ac. Connected Source Area PSD File: C:\WinSLAMM
 Files\NURP.cpz
 32 - Sidewalks 2: 0.050 ac. Connected Source Area PSD File: C:\WinSLAMM
 Files\NURP.cpz
 37 - Streets 1: 1.030 ac. Intermediate Street Length = 0.386 curb-mi
 Street Width (assuming two curb-mi per street mile) = 44.0285 ft
 Default St. Dirt Accum. Annual Winter Load = 2500 lbs Source Area
 PSD File: C:\WinSLAMM Files\NURP.cpz
 45 - Large Landscaped Areas 1: 5.620 ac. Normal Clayey Medium/High
 Density No Alleys Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
 46 - Large Landscaped Areas 2: 2.050 ac. Normal Clayey Low Density
 Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
 47 - Large Landscaped Areas 3: 0.090 ac. Normal Clayey Low Density
 Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
 48 - Large Landscaped Areas 4: 0.140 ac. Normal Clayey Medium/High
 Density No Alleys Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
 70 - Water Body Areas: 1.500 ac. Source Area PSD File:

1913-01-21 SLAMM MODIFIED FOR PROPOSED STARBUCKS - InputData.txt

Control Practice 1: Wet Detention Pond CP# 1 (DS) - DS Wet Pond # 1
 Particle Size Distribution file name: Not needed - calculated by program
 Initial stage elevation (ft): 8.8
 Peak to Average Flow Ratio: 3.8
 Maximum flow allowed into pond (cfs): No maximum value entered
 Outlet Characteristics:

Outlet type: Orifice 1

1. Orifice diameter (ft): 0.54
2. Number of orifices: 1
3. Invert elevation above datum (ft): 8.73

Outlet type: Orifice 2

1. Orifice diameter (ft): 0.6
2. Number of orifices: 1
3. Invert elevation above datum (ft): 8.79

Outlet type: Orifice 3

1. Orifice diameter (ft): 0.63
2. Number of orifices: 1
3. Invert elevation above datum (ft): 8.72

Outlet type: Broad Crested Weir

1. Weir crest length (ft): 20
2. Weir crest width (ft): 2
3. Height from datum to bottom of weir opening: 14

Outlet type: Vertical Stand Pipe

1. Stand pipe diameter (ft): 3
2. Stand pipe height above datum (ft): 13

Pond stage and surface area

(cfs)	Entry Number	Stage (ft)	Pond Area (acres)	Natural Seepage (in/hr)	Other Outflow
	0	0.00	0.0000	0.00	
0.00	1	1.00	0.0300	0.00	
0.00	2	2.00	0.4800	0.00	
0.00	3	3.00	0.6700	0.00	
0.00	4	4.00	0.7800	0.00	
0.00	5	5.00	0.9000	0.00	
0.00	6	6.00	1.0100	0.00	
0.00	7	7.00	1.1300	0.00	
0.00	8	8.00	1.3500	0.00	
0.00	9	8.80	1.5700	0.00	
0.00	10	9.00	1.6200	0.00	
0.00	11	10.00	1.7800	0.00	
0.00	12	11.00	1.9300	0.00	
0.00	13	12.00	2.0700	0.00	
0.00	14	13.00	2.2100	0.00	

1913-01-21	SLAMM MODIFIED FOR PROPOSED STARBUCKS - InputData.txt
0.00	15 14.00 2.3500 0.00
0.00	16 15.00 2.4900 0.00

1913-01-21 SLAMM MODIFIED FOR PROPOSED STARBUCKS - Output Summary.txt

SLAMM for Windows Version 10.3.4

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Data file name: C:\Users\scott\Desktop\Temp Projects\1913-01-21 STARBUCKS DEPERE\CALCS\1913-01-21 SLAMM
MODIFIED FOR PROPOSED STARBUCKS.mdb

Data file description:

Rain file name: C:\WinSLAMM Files\Rain Files\WisReg - Green Bay WI 1969.RAN

Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI_AVG01.pscx

Runoff Coefficient file name: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx

Residential Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std

Institutional Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std

Commercial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std

Industrial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std

Other Urban Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std

Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std

Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI_GE003.ppdX

Start of Winter Season: 11/25 End of Winter Season: 03/29

Model Run Start Date: 01/02/69 Model Run End Date: 12/28/69

Date of run: 06-06-2022 Time of run: 14:54:45

Total Area Modeled (acres): 39.550

Years in Model Run: 0.99

	Runoff Volume (cu ft)	Percent Runoff Volume Reduction	Particulate Solids Conc. (mg/L)	Particulate Solids Yield (lbs)	Percent Particulate Solids Reduction
Total of all Land Uses without Controls:	1.983E+06	-	85.67	10605	-
Outfall Total with Controls:	1.986E+06	-0.15%	16.67	2068	80.50%
Annualized Total After Outfall Controls:	2.014E+06			2096	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 2, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Consideration and Possible Action on Wisconsin Public Service Distribution Facilities Agreement.

The attached contract from Wisconsin Public Service is for the extension and installation of Electric and Gas facilities at 2555 American Boulevard. Development Services staff advised that this work was earlier approved by the Board of Public Works and funding has been budgeted and borrowed. Therefore, the Agreement is being brought forward directly to the Common Council for consideration.

ATTACHMENTS:

- WPS Distribution Facilities Installation Agreement (PDF)

Wisconsin Public Service
DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

1.11.a

District: 10

This contract is for the installation of Electric and Gas facilities entered into on May 25, 2022 (Contract Date) between CITY OF DE PERE (Customer) and Wisconsin Public Service Corporation (WPSC).

Site Address / Description / Location : 2555 AMERICAN BLVD in the CITY OF DE PERE, County of BROWN, State of WI.

WPSC agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as filed with the Public Service Commission of Wisconsin (PSCW) and /or Michigan Public Service Commission (MPSC). WPSC furthermore agrees to render service to the Customer at such point on the premise as has been mutually determined and agreed upon. The Customer agrees to comply with all terms and conditions as stated on Page 2 of this contract, including the commencement date of Minimum Charges, and all appropriate WPSC tariffs on file with PSCW and /or MPSC.

Type of Electric Service:

	<u>-Electric-</u>	<u>-Gas-</u>
Standard System Facility Costs (Refundable)	\$142,458.88	\$33,570.25
Allowances	\$0.00	\$0.00
Special System Facilities Costs (Refundable)	\$0.00	\$0.00
Refundable Sub Total	<u>\$142,458.88</u>	<u>\$33,570.25</u>
Special Facilities Costs Non Refundable:		
System	\$0.00	\$0.00
Service*	\$0.00	
Temporary Service	\$0.00	
Non Refundable Sub Total	<u>\$0.00</u>	<u>\$0.00</u>
Electric and Gas Total:	\$142,458.88	\$33,570.25
Total Cost		<u>\$176,029.13</u>

*This agreement ☐ does ☒ does not include the cost of the service(s) to the meter. When it does not, additional charges may be forthcoming.

Area Expansion Program: This extension was installed under the Company's Area Expansion Program (AEP) Tariff. The AEP charge is calculated using an economic model approved by the PSCW and is based on an estimated 5 year conversion rate. If the estimated number of conversions is not obtained, AEP surcharges may extend past the projected end date until sufficient AEP contributions are collected. Applicable AEP information for this extension is:

The AEP charge is N/A per month.

Allowances and refunds are determined by WPSC's extension rule policies that have been approved by the PSCW and /or MPSC. These rules are subject to change pending approval by the PSCW or MPSC. A 5 year development period will begin from the date this facility/project is energized for the electric facility and pressurized for gas facility. Applicable refunds will be made during this time period.

Refund amounts shall equal the allowance applicable to customer additions based on the current extension allowance or the allowances in effect when the addition occurs, whichever is greater, less the added investment in distribution system facilities required. After the development period, the Customer agrees to reimburse WPSC for all allowances received on this contract that did not result in customers taking service by the expiration of the development period.

A tabulation of said allowance(s) is as follows:

Customer Name / Lot #	Address / Plat	Ext. Allowance Amount

Applicable refunds will be made to: ☒ Contracting Developer ☐ Property Owner ☐ Other _____

I have read, understand and agree to the terms and conditions of this contract

Customer Signature: _____ Date: _____

Mailing Address: 2555 AMERICAN BLVD DE PERE, WI 54115

WPSC Signature: _____ Date: _____

Work Request/Revision: 3318000-1

Account# _____ Energized Date _____ CIS Field Order Id 453122626

1. This Contract is not effective until signed by both Company and the Customer. If the Customer fails to return the Contract to Company within sixty days of the Company signature date or contract date, the Contract offer is null and void.
2. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer payment requirements (refunds or additional payment) to reflect actual changes in the size or number of units installed, major rock or frost removal, and similar items affecting the scope of the project, shall be made if adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes will be reviewed with the Customer.
3. As a condition of receiving service, the Customer agrees to grant the Company, at no cost, an easement for the necessary construction, operation, and maintenance including tree trimming of any portion of the extension necessary to serve the Customer.
4. The Customer further understands that their structure must comply with the applicable PSCW / MPSC Conservation Code and any other applicable codes and that any noncompliance in future inspections by the Company may be grounds for disconnection of service.
5. If the service to the Customer is part of a project designed to serve several customers from one extension, it is understood that this Contract will be binding on the parties hereto only when and if the Company secures sufficient contracts to warrant, in Company's sole discretion, the construction of the project.
6. All the terms and conditions of this Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by the Company.
7. Whether stated or not, a special facilities charge will be applied during the Winter Construction period, as stated in the Company's approved tariffs.
8. **Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.**
9. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to the Company, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to the Company prior to installation of facilities. The Company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
10. **The Customer agrees to provide the Company, or its authorized contractor, the location, within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by the Company or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate an underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold the Company harmless as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitation attorneys' fees, arising out of or in connection with the Customer's use of service.**
11. **In no event shall the Customer place any decorative element on the pole without the prior written approval of the Company. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by the Company to the Customer upon request.**
12. **In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.**
13. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
14. This Contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
15. The Customer and the Company hereby agree to abide by and be subject to the rules, regulations, and schedules of the Company as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code and the rules and guidelines of the State of Michigan.
16. In the event of a conflict between this Contract and the Company's approved tariffs, the tariffs shall prevail.
17. Beginning the date the gas meter serving the Customer is installed, or 180 days after the gas service line serving the Customer is installed, whichever is earlier, the Customer will be billed the applicable Minimum Charge and AEP Charge (if any) associated with the rate schedule the Customer is expected to take service under, regardless if the Customer is actually using gas or taking gas service. The determination of the rate schedule the Customer is expected to take service under shall be in Company's sole discretion.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 2, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #22-68 Authorizing Lease Agreement Between City of De Pere, De Pere Deacons Hockey Team, Inc. and De Pere Voyageurs Booster Club, Inc. (Locker Room and Storage Facility).

The Board of Park Commissioners, at the July 21, 2022 meeting approved the Lease Agreement between the City of De Pere, De Pere Deacons Hockey Team, Inc., and De Pere Voyageurs Booster Club, Inc. for the locker room and storage facility at the De Pere Ice Center. The motion passed unanimously with a 7-0 vote.

The De Pere Deacons Hockey Team and De Pere Voyageurs Booster Club have assumed occupancy and responsibility of the locker and storage facility connected to the De Pere Ice Recreation Center. This facility was originally constructed and owned by St. Norbert College and the original De Pere Deacons Hockey Team. This lease agreement replaces the lease agreement from 1995 between the City, St. Norbert College, and the original De Pere Deacons. This lease agreement establishes the De Pere Deacons Hockey Team and De Pere Voyageurs Booster Club as co-lessees of the facility for a fee of one dollar per year with an initial term of twenty years. Staff recommends approval of the lease agreement.

ATTACHMENTS:

- Reso22-68 (PDF)
- Locker Room Lease Agreement DRAFT (PDF)
- Exhibit A-Locker Room Lease(PDF)

RESOLUTION #22-68

AUTHORIZING LEASE AGREEMENT BETWEEN CITY OF DE PERE, DE PERE DEACONS
HOCKEY TEAM, INC. AND DE PERE VOYAGEURS BOOSTER CLUB, INC.
(Locker Room and Storage Facility)

WHEREAS, St. Norbert College, the original De Pere Deacons Hockey Team and the City are parties to a 1995 Lease Agreement, whereby the City authorized the Lessees to construct and maintain ownership of the locker room and storage facility ("the Premises") adjacent to the De Pere Ice Recreation Center; and

WHEREAS, St. Norbert College and the original De Pere Deacons Hockey Team no longer have an interest in owning or operating the Premises; and

WHEREAS, the De Pere Deacons Hockey Team, Inc. and De Pere Voyageurs Booster Club, Inc. have jointly assumed occupancy and responsibility of the Premises; and

WHEREAS, the parties wish to terminate the 1995 Lease and enter into the attached Lease Agreement, upon the terms and conditions set forth therein.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into the Lease Agreement Between the City of De Pere, De Pere Deacons Hockey Team, Inc. and De Pere Voyageurs Booster Club, Inc. for Locker Room and Storage Facility.

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 2nd day of August, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 07/21/2022

**LEASE AGREEMENT BETWEEN CITY OF DE PERE,
DE PERE DEACONS HOCKEY TEAM, INC., AND DE PERE VOYAGEURS BOOSTER
CLUB, INC. FOR LOCKER ROOM AND STORAGE FACILITY**

This Lease Agreement (“Lease”) is made and effective _____, 2022 (the “Effective Date”), by and between the City of De Pere, a Wisconsin municipal corporation (“Lessor”) and De Pere Deacons Hockey Team, Inc. (“De Pere Deacons”) and De Pere Voyageurs Booster Club, Inc. (“WIAA Booster Club”)

WHEREAS, Lessor is the owner and operator of the De Pere Ice Recreation Center (“Center”) located at 1450 Ft. Howard Avenue, De Pere, WI 54115; and

WHEREAS, a lease agreement was entered into on December 11, 1995 between Lessor, St. Norbert College, Inc., and the original De Pere Deacons Hockey Team whereby Lessor authorized St. Norbert College and the original De Pere Deacons Hockey Team to construct and maintain ownership of a locker and storage facility adjacent and connected to the Center, a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to the lease agreement between Lessor and the original De Pere Deacons Hockey Team, a locker and storage facility consisting of 5,200 square feet of property immediately adjacent to the east wall of the Center was constructed and co-owned by St. Norbert College and the original De Pere Deacons Hockey team in 1995, as illustrated on Exhibit 1 of Exhibit A attached hereto and shall be referred to as the “Premises;” and

WHEREAS, St. Norbert College and the original De Pere Deacons Hockey Team no longer have an interest in owning or operating the Premises; and

WHEREAS, the WIAA Booster Club and De Pere Deacons (“Co-Lessees”) have jointly assumed occupancy and responsibility of the Premises; and

WHEREAS, it is the intention of all parties to terminate the lease agreement dated December 11, 1995 and replace it with this Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **TERM AND RENEWAL TERMS.** The Co-Lessees shall lease the Premises from Lessor commencing on the Effective Date for an initial term of twenty (20) years (the “Initial Term”), subject to the terms and conditions of this Lease. This Lease shall automatically renew for consecutive ten (10) year renewal terms subject to one (1) year written notice of intent to terminate this Lease given by Lessor to both Co-Lessees at any time during any lease term other than the Initial Term, or given by both Co-Lessees to Lessor at any time after the Effective Date.
2. **RENT.** Co-Lessees shall pay rent to Lessor in the sum of one dollar (\$1.00) per year during the Initial Term and each Renewal Term. Said amount shall be due and payable

on or before the Effective Date, and thereafter, on January 1st of each year during the Initial Term and each Renewal Term of the Lease. However, Co-Lessees shall have the right to prepay the entire amount for the Initial Term and each Renewal Term at the commencement thereof.

3. **EXCLUSIVE USE/RIGHT OF ENTRY.** Co-Lessees shall have the exclusive right to utilize and improve the Premises for Co-Lessees' private use in accordance with the terms and conditions of the Lease. Lessor shall have the right to enter the Premises at any time to ensure that Co-Lessees' use and occupancy of the Premises is in compliance with the terms of the Lease.
4. **IMPROVEMENTS.** Co-Lessees shall not make any structural improvements to the Premises unless the plans are first approved in writing by Lessor, which such approval may be subject to conditions but shall not be unreasonably withheld. Co-Lessees shall obtain any required permits and/or approvals from the building inspection department before making any structural improvements to the Premises.
5. **OWNERSHIP AND RESPONSIBILITY.**
 - a. **Personal Property and Fixtures.** Co-Lessees may place personal property and fixtures within the Premises in any manner so as to reasonably accommodate the purpose or use of the Premises as a locker room or storage facility.
 - b. **Right to Sublet.** Co-Lessees shall have the right to sublet the Premises back to Lessor or to third parties upon the prior written approval of Lessor which such approval may not be unreasonably withheld.
 - c. **General Liability Insurance Required.** Each Co-Lessee shall maintain a policy of comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000, with additional umbrella liability insurance coverage for a total of not less than \$5,000,000.
 - d. **Improvements and Personal Property Insurance.** Co-Lessees shall be jointly and severally responsible for and shall maintain adequate property insurance on the Premises.
 - e. **Utilities.** Co-Lessees shall be jointly and severally responsible for any and all utility costs associated with the Premises, including but not limited to water, electricity, sanitary sewer, storm sewer and natural gas.
 - f. **Maintenance.** Co-Lessees shall be jointly and severally responsible for any and all costs required to keep the Premises in full compliance with all relevant state, federal and local codes applicable to the Premises.
6. **HOLD HARMLESS.** Co-Lessees hereby agree to indemnify, defend and hold harmless Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature in any manner

which relate to either, or both of the Co-Lessees' use of the Premises and which are directly or indirectly caused, occasioned or contributed in whole or in part or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of Co-Lessees or anyone acting under their direction or control or on their behalf, even if liability is also sought to be imposed on Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Co-Lessees shall reimburse Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers for any and all legal expenses and costs incurred by each of them in connection with the enforcement of the indemnification obligations set forth herein.

In the event that Co-Lessees employ other persons, firms, corporations or entities ("Sub-contractor") as part of work covered by the Lease, it shall be Co-Lessees' responsibility to require and confirm that each Sub-contractor has liability insurance satisfactory to Lessor or, in the alternative each Sub-contractor shall enter into an indemnity agreement in favor of Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

7. RESTRICTIONS ON USE.

- a. **Hours of Use.** Access to the Premises will be limited to Center operating hours except that Co-Lessees may have access to the Premises at hours other than operating hours of the Center for the limited purpose of returning equipment, providing maintenance or, with Lessor's prior written consent, which consent shall not be unreasonably withheld, attending to Co-Lessees' other obligations set forth herein.
 - b. **Use of the Premises.** The Premises shall be subject to the exclusive use and control of Co-Lessees. While the principal purpose of the Premises is to provide private locker room and storage facilities, it is understood that Co-Lessees may also use the Premises for academic activities, clinics, camp events, etc.
 - c. **Conduct on Premises.** Co-Lessees shall impose and enforce rules substantially similar to those of the Center for all users of the Premises. In the event that activities on the Premises interfere with the public use of the Center, the Center's Manager and/or their designee, may take any action reasonably necessary to provide for orderly public use of the Center, including requiring all users of the Premises to temporarily leave the Premises and/or Center. Repeated violations of this Section shall constitute default of this Lease.
8. **SIGNS.** Co-Lessees shall not place or erect any signs on the outside of the Premises without the prior consent of Lessor which such consent shall not be unreasonably

withheld. The size, text, design and location of any sign shall be subject to written pre-approval by Lessor. Signs may be placed on the inside of the Premises provide the signs are not permanent fixtures.

9. **ASSIGNMENT.** Unless authorized and agreed upon in writing by all parties, which such authorization and agreement shall not be unreasonably withheld, neither of the Co-Lessees may assign or otherwise transfer any right or privilege conferred by this Lease.
10. **CONTINUED USE OF THE CENTER.** Nothing in this Lease shall require Lessor to continue to utilize the Center as an ice recreation facility if it is determined by Lessor that such use is contrary to the public interest. Notwithstanding the foregoing, in the event that Lessor elects to permanently discontinue use of the Center as an ice recreation facility or discontinue use of the same for a period of time in excess of 12 months, this Lease may be terminated by written notice given by both Co-Lessees to Lessor.
11. **BREACH AND RIGHT TO CURE.** In the event that Co-Lessees, or either of them, fails to perform under the terms or conditions of this Lease, Lessor shall give Co-Lessees sixty (60) days written notice of the event of default, during which time Co-Lessees have the right to cure the default. Lessor may terminate this Lease if, after said cure period expires Co-Lessees fail to cure the default.
12. **EFFECT OF TERMINATION.**
 - a. **Termination of One Co-Lessee.** In the event that this Lease is terminated in regard to one Co-Lessee by mutual agreement of the parties, or for any other reason whatsoever, the other Co-Lessee may request, in writing to Lessor, to continue this Lease under its current terms. In such case, this Lease shall continue upon satisfactory proof to Lessor that all provisions of this Lease are complied with by the remaining Lessee. This Lease shall thereupon continue until it is terminated pursuant to the terms of this Lease.
 - b. **Disposition of Personal Property and Fixtures.** Upon termination of this Lease, Lessor shall have the option of accepting ownership of the Co-Lessee's personal property and fixtures which remain on the Premises or requiring its removal at Co-Lessee's cost.
 - c. **Ownership of the Premises Upon Termination.** Upon termination of this Lease, Lessor shall have the option of accepting ownership of the Premises or requiring its removal at Co-Lessee's cost. In the event Lessor determines to take ownership of the Premises, Lessor may require Co-Lessee to take any and all steps reasonably necessary to bring the Premises into compliance with the terms and conditions of this Lease at Co-Lessee's cost or may make such repairs and/or perform required maintenance at Co-Lessee's cost.
13. **JOINT AND SEVERAL RESPONSIBILITY OF CO-LESSEES.** Except as otherwise specifically provided, the Co-Lessees shall be jointly and severally liable for performance of and compliance with all terms and conditions of this Lease. Such joint

and several liability shall exist in favor of Lessor to compel compliance with the terms of this Lease by either or all Co-Lessees in regard to the provisions of this Lease, regardless of exclusivity of use.

- 14. NOTICE.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor:

City of De Pere
Attn: Director of Parks,
Recreation & Forestry
925 S. Sixth Street
De Pere, WI 54115

If To Co-Lessees:

De Pere Deacons
Attn: David Lepp
14908 Argonne Dr.
Green Bay, WI 54304

and

WIAA Booster Club
a.k.a De Pere Voyageurs Booster Club
Attn. Board President
PO Box 5163
De Pere, WI 54115

- 15. WAIVER.** No waiver of any default of Lessor or either or both of Co-Lessees hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or either or both Co-Lessees shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
- 16. MEMORANDUM OF LEASE.** The parties hereto contemplate that this Lease should not be filed for record, but in lieu thereof, at the request of Lessor or either or both Co-Lessees, the parties shall execute a memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.
- 17. SUCCESSORS.** The provisions of this Lease shall extend to and be binding upon Lessor and Co-Lessees, and their successors and assigns.
- 18. FINAL AGREEMENT.** This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by further writing that is duly executed by all parties.

19. GOVERNING LAW. This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written:

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

DE PERE DEACONS

By:

**WIAA BOOSTER CLUB
A.K.A. DE PERE VOYAGEURS
BOOSTER CLUB**

By:

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 11th day of December, 1995 by and between the City of De Pere, a Wisconsin municipal corporation ("Lessor") and St. Norbert College, Inc. a Wisconsin corporation, and De Pere Deacons Hockey Team. St. Norbert College, Inc. and De Pere Deacons Hockey Team shall be collectively referred to as "Lessee" where the responsibility and liability for compliance with the terms and conditions of this lease are joint and several. Where the responsibility and liability of St. Norbert College, Inc. or the De Pere Deacons Hockey Team are independent of the other tenant, the party shall be referred to as "co-tenant".

RECITALS

WHEREAS, Lessor owns and operates the De Pere Ice Recreation Center (hereinafter "Center"); and

WHEREAS, Lessee is a significant user of the Center; and

WHEREAS, over the years, the use of the public locker facility supplied by Lessor and used by Lessee has been inconvenient for both Lessor and Lessee; and

WHEREAS, Lessee has approached Lessor requesting permission to construct a locker facility for Lessee's sole use adjacent and connected to the Center; and

WHEREAS, Lessor sees public benefit to permitting the construction of a private facility by Lessee to be used in conjunction with the Center and is therefore amenable to permit such construction under the terms and conditions of this Agreement;

Miscellaneous

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Lessor does hereby lease to Lessee and Lessee hereby agrees to occupy the premises described hereunder under the following terms and conditions:

I. PREMISES. The leased premises shall consist of 5,200 square feet of property immediately adjacent to the east wall of the Center, which Center is located at 1450 Ft. Howard Avenue. Such property is illustrated and designated "Premises" on Exhibit 1 attached hereto and is hereinafter referred to as the "Premises".

II. TERM. This lease shall commence June 30, 1995 and shall run for twenty (20) years, subject to the terms and conditions of this Agreement. The lease shall automatically renew for consecutive ten (10) year terms subject to a one (1) year written notice of intent to terminate the Agreement given at any time during any lease period other than the initial period.

III. RENT. Lessee shall pay rent to Lessor in the sum of One (\$1.00) Dollar per year. Said amount shall be due and payable on or before June 20 of each year during the term of the lease. However, Lessee shall have the right to prepay the entire amount for the term.

IV. EXCLUSIVE USE/RIGHT OF ENTRY. Lessee shall have the exclusive right to utilize and improve the Premises for Lessee's private use in accordance with the terms and conditions of this Agreement. Lessor shall have the right to enter the Premises at any time to ensure that Lessee's use is in compliance with the covenants of this Agreement.

V. LEASEHOLD IMPROVEMENTS. It is the underlying intent of this Agreement to permit Lessee to construct upon real property owned by Lessor (Premises) locker room and storage facilities for the exclusive use of Lessee ("Improvements").

(a) Construction Specifications. To ensure compatibility of the Improvements with the Center, no Improvements shall be constructed unless the plans are first approved by Lessor's Department of Public Works and Ice Facilities Management Committee. Such approval will not be unreasonably withheld, but may be subject to conditions. Construction shall be in substantial compliance with Exhibits 1, 2, and 3 annexed hereto.

(b) Responsibility for Construction Specifications Compliance. Lessee shall be entirely responsible to see to it that all construction is in accordance with all state, local, and federal regulations pertaining to the type of construction contemplated by this Agreement. Lessee shall coordinate construction activities with Lessor so as to minimize disruption of Center operations and the construction schedule shall be subject to the approval of the Center Manager.

(c) Hold Harmless. Lessee shall save and hold harmless Lessor for any and all causes of action, administrative proceedings, claims, suits, or other claims or proceedings of any nature whatsoever as a result or consequence of any of the following:

1. Bodily injury or property loss or damage to any officer, agent, employee or invitee of the City, officer, agent, employee or invitee of Lessee, or third party, occasioned as a result of construction activities contemplated hereunder or in any manner as a result of Lessee's exercise of the rights and/or obligations under this Lease Agreement, including, specifically, the use and operation of the Improvements;

2. Any violation of any state, federal, or local building code or any other regulation whatsoever pertaining to construction requirements for the Improvements; or

Miscellaneous

3. Any claim or allegation that Lessor or Lessee have acted in violation of any state or federal law pertaining to contracting procedures and compensation.

This hold harmless agreement is meant to apply to the fullest extent of the law and is to include the cost of attorney fees and any other cost reasonably incurred in the defense of any such claim, action, proceeding, etc.

VI. OWNERSHIP/MAINTENANCE RESPONSIBILITIES IN REGARD TO IMPROVEMENTS. (a) During the term of the lease and any renewals thereof, ownership of the Improvements shall be that of Lessee.

1. Personal Property and Fixtures. Lessee may place personal property and fixtures within the leased premises in any manner so as to reasonably accommodate the purpose or use of the Premises and Improvements thereon as a locker room or storage facility.

2. Right to Sublet. Each co-tenant shall have the right to sublet the Premises and use of the Improvements back to Lessor or to third parties upon the approval of Lessor.

3. General Liability Insurance Required. Lessee shall maintain a policy of General Liability Insurance in an amount not less than One Million Dollars per occurrence which shall be at all times during the term of this lease applicable to the Premises.

4. Improvements and Personal Property/Insurance. Lessee shall be solely responsible for and shall maintain adequate property insurance on the Improvements and all fixtures and personal property therein.

(b) Utilities. The construction specifications for the Improvements shall require separate meters to be installed for all utilities servicing the Improvements. Lessee shall be and remain responsible for any and all costs of the provision of water, electricity, sanitary sewer, storm sewer (if any), natural gas, or any other utilities whatsoever required and utilized by Lessee as a consequence of use of the Improvements.

(c) St. Norbert Game Credit. It is recognized that due to the construction of the improvements, Lessee will not require the use of the Center's locker facilities. It is further acknowledged that the absence of Lessee from the locker room facilities before and after St. Norbert hockey games will enable Lessor to rent additional ice time before and after such games. In consideration of the foregoing, Lessor shall credit Lessee 25% of the total cost of ice rental for St. Norbert home hockey games scheduled in four hour blocks between the hours of 6:00 p.m. and 11:00 p.m.

(d) Maintenance. Lessee shall be responsible for any and all costs required to keep the leased premises in full compliance with all relevant state, federal, and local codes applicable to the Premises. Each co-tenant shall be responsible for normal daily maintenance as necessary to keep the Premises and Improvements under their exclusive control in good repair (including interior painting) and in a clean, sanitary, and safe condition, free and clear of refuse or debris in the portion of the Premises and Improvements under their exclusive control. Lessee shall promptly and in a workerlike manner perform all other repairs or maintenance of all components of the Improvements, including, without limitation, electrical, heating, plumbing, or structural systems (including exterior painting, roofing, siding, etc.). Lessee's duty to

repair the Premises shall apply regardless of the source of damage. Lessee may contract with Lessor for the provision of maintenance services under this paragraph and Lessee shall coordinate any major maintenance/repair activities with the Manager of the Center. Lessor shall have the authority to make repairs or provide maintenance as required in this Section and to tax the reasonable cost thereof as rent to Lessee, such costs to be due thirty (30) days after delivery of the invoice of the actual cost of repair or maintenance, where, in the reasonable discretion of the Manager of the Center:

1. The repair or maintenance activity is of such a nature that property damage to the Center or significant damage to the Improvements or their contents is reasonably likely or occurring, or that the condition to be repaired or maintained creates a reasonable possibility of harm to people utilizing the Center or Improvements; or
2. The Improvements have fallen below the requirements of this paragraph, in which case the Manager shall provide Lessee with notice of the required repair or maintenance, granting Lessee a reasonable time under the circumstances to make such repair or perform such maintenance activity before proceeding to perform such repair or maintenance.

VII. DAMAGE OR DESTRUCTION OF PROPERTY. Lessee shall hold Lessor harmless from any and all damage or destruction of the Improvements or personal property or fixtures located therein unless such damage can be shown to be the result of the intentional conduct of the officers or agents of Lessor. Lessee shall have the affirmative duty not to suffer or permit any conduct which would result in damage to or waste of the Improvements.

VIII. RESTRICTIONS ON USE. (a) Hours of Use. Access to the Premises will be limited to Center operating hours except that Lessee may have access to the Premises at hours other than operating hours of the Center for the limited purpose of returning equipment or providing maintenance. Each co-tenant shall be responsible to see to it that in the event the Premises are entered by a co-tenant or its members, officers, agents, or invitees during hours other than normal operational hours of the Center, such officers or agents of Lessee shall not enter or remain on the property of the Center.

(b) Use of the Premises. The Premises and Improvements thereon shall be subject to the exclusive use and control of Lessee. Each co-tenant shall maintain separate areas within the Premises subject to the exclusive use of one of the co-tenants. While the principal purpose of this lease is to provide Lessee with private locker room and storage facilities, it is understood that Lessee may use the Premises and Improvements thereon for academic activities, clinics, camp events, etc.

(c) Conduct on Premises. Each co-tenant shall impose and enforce rules substantially similar to those of the Center for all users of the Premises. In the event that activities on the Premises interfere with the public use of the Center, the Center's Manager and/or his designee may take any action reasonably necessary to provide for the orderly public use of the Center, including requiring all users of the Premises to leave the Premises and/or Center. Repeated violation of this Section shall constitute default of this Agreement.

IX. SIGNS. Lessee shall not place or erect any signs on the inside or outside of the Premises without the prior consent of Lessor. The size, text, design, and location of any sign shall be subject to pre-approval by Lessor.

X. ASSIGNMENT. Except as expressly provided herein, Lessee may not assign or otherwise transfer any right or privilege conferred by this agreement. Lessee shall not encumber any portion of the Improvements without the written permission of Lessor.

XI. CONTINUED USE OF CENTER. Nothing in this Agreement shall require Lessor to continue to utilize the Center as an Ice Recreation Facility if it is determined by the Common Council of Lessor that such use is contrary to the public interest.

XII. BREACH OF LEASE. (a) Breach and Right to Cure. In the event that Lessee fails to perform under the terms or conditions of this lease, Lessor shall give sixty (60) days written notice of the event of default, during which time Lessee shall cure the default. Good faith efforts by Lessee shall constitute compliance. Lessor may terminate this Agreement if Lessee fails to cure a second written notice to Lessee. The second written notice shall require only fifteen (15) days to cure default.

(b) Violation of Certain Lease Terms. Notwithstanding the foregoing paragraph, each of the co-tenants is to be responsible for compliance with Section VI, paragraph (b), in regard to maintenance of that portion of the Premises and Improvements under their control and for compliance with any and all rules established under and requirements provided in Section VIII of this Agreement. If either co-tenant repeatedly violates the above mentioned contractual provisions, Lessor may provide that co-tenant with written notice of the failure/violation

and in such notice may provide that any other such failure or violation within sixty (60) days of such notice will result in termination of this lease.

XIII. EFFECT OF TERMINATION. (a) Termination of one co-tenant. In the event that this Agreement is terminated in regard to one co-tenant as provided in Section XII, paragraph (b), above, or by mutual agreement, the other co-tenant may request to continue the lease under its current terms. In such case, the lease shall continue upon satisfactory proof to Lessor that all provisions of this Agreement, including, specifically, insurance coverages, are complied with. The lease shall thereupon continue until it is breached as provided in Section XII or until notice is given as provided in Section II.

(b) Termination During Initial Term Due to Change in Use. If the public interest requires Lessor to discontinue use of the Center as an ice recreation facility as provided in Section XI of this Agreement, Lessor shall pay Lessee the fair market value of the Improvements. The fair market value shall be determined by taking the mean value determined by three (3) appraisers licensed in the State of Wisconsin, one of whom will be chosen by Lessee, one of whom will be chosen by Lessor, and last of which one will be selected by joint agreement of the parties. Each party shall bear the cost of the appraisal of the appraiser of their choice and the cost of the third appraiser shall be split. The appraisal shall take into consideration depreciation and the useful life of the Improvements, but shall not consider the value of the Premises. Payment of the amount so determined will be made to Lessee within ninety (90) days of either the determination of the amount or the vacation of the Premises by Lessee. A portion of such payment may be

withheld to bring the Improvements into compliance with Section VI, paragraph (d), of this Agreement.

(c) Disposition of Personal Property and Fixtures. Upon termination of this lease for whatever reason, Lessee may remove all fixtures and personal property placed within the Improvements (except those fixtures necessary for utility or sanitary services).

(d) Ownership of Improvements Upon Termination of Lease. Upon termination of this lease, Lessor shall have the option of accepting ownership of the Improvements or requiring their removal at Lessee's cost. In the event that Lessor determines to take ownership of the Improvements, Lessor may require Lessee to take any and all steps necessary to bring the Improvements into compliance with Section VI, paragraph (b), of this Agreement at Lessee's cost or may make such repairs and/or required maintenance at Lessee's cost.

XIV. JOINT AND SEVERAL RESPONSIBILITY OF LESSEE. Except as otherwise specifically provided by this lease, the parties shall be jointly and severally liable for performance of, and compliance with, any and all provisions of this Agreement. Such joint and several liability shall exist in favor of Lessor to compel compliance with the terms of this Agreement by either or both co-tenants in regard to all provisions of this Agreement, regardless of exclusivity of use, unless this Agreement specifically states that responsibility for a specific provision is the responsibility of each co-tenant. Payment by Lessor of any credit or refund of any overpayment to one of the co-tenants shall be deemed payment to both co-tenants.

XV. MISCELLANEOUS. (a) Effect of Waiver. A waiver of any term or condition of this lease by either party shall not be constituted as a waiver of any subsequent breach or covenant or condition, and the

consent or approval by either party to an act of the other requiring consent or approval shall not be deemed to waive or render unnecessary the other's consent or approval to or of any similar subsequent act.

(b) Law Applicable. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

XVI. NOTICES. Notices, where required in this Agreement, shall be given to the following addressees and shall be deemed received upon date mailed by certified mail:

If to Lessee:

With a Copy to:

If to City:

Ice Recreation Facility Manager
1450 Ft. Howard Avenue
P. O. Box 181
De Pere, WI 54115

With a Copy to:

City Attorney
335 South Broadway
De Pere, WI 54115

XVII. ENTIRE AGREEMENT. This Agreement is meant and intended to be the entire agreement between the parties.

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

CITY OF DE PERE

Victor F. De Cleene
~~NancyxxxxxMusbaur~~, Mayor
 Victor F. De Cleene

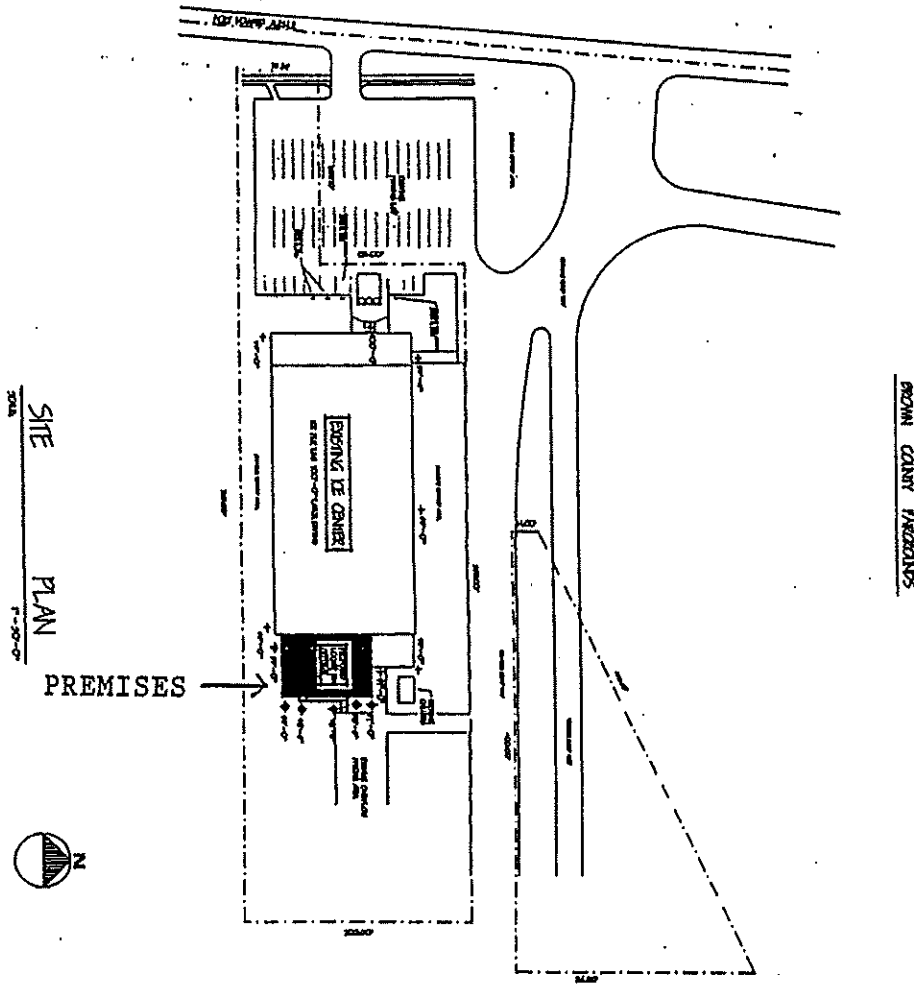
David G. Minten
 David G. Minten, Clerk-Treasurer

ST. NORBERT COLLEGE, INC.

William C. Jomai

DE PERE DEACONS HOCKEY TEAM

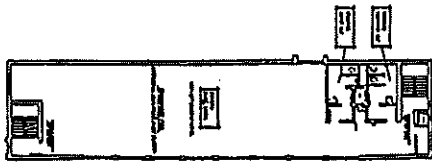
Carl H. Magnus



A 1	DATE	PROPOSED LOCKER ROOM ADAPTION FOR THE
	BY	DE PERE ICE CENTER
	DE PERE, WISCONSIN	

Exhibit A
EXHIBIT 1

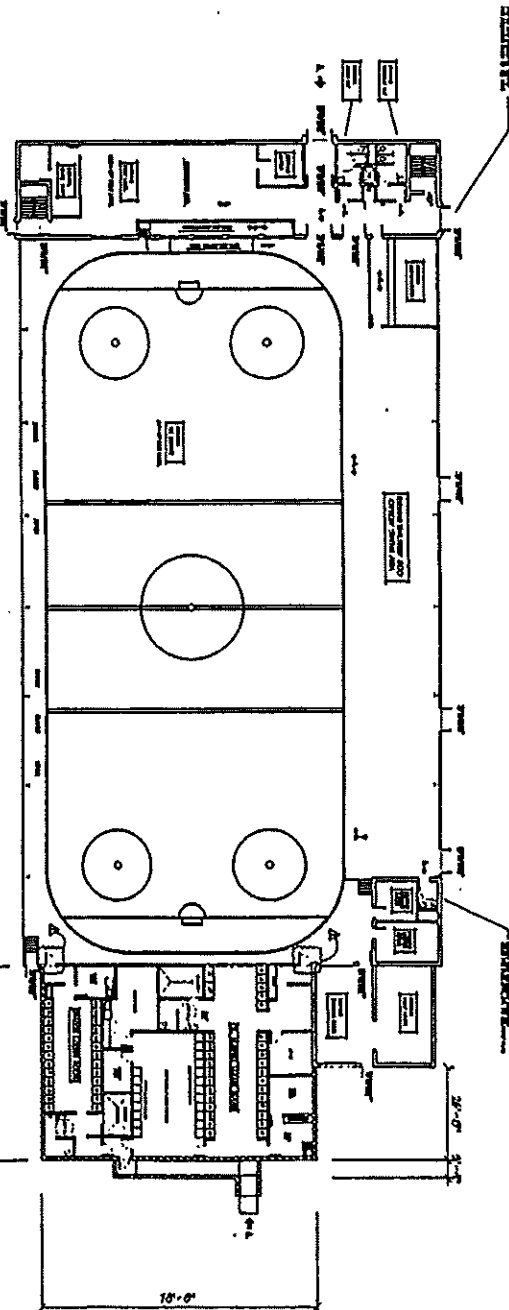
- GENERAL NOTES
- 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 - 2. ALL WALLS ARE 12" THICK UNLESS NOTED OTHERWISE.
 - 3. ALL FLOORS ARE 4" CONCRETE ON 8" GRAVEL.
 - 4. ALL ROOFS ARE 6" POLYSTYRENE INSULATION ON 4" CONCRETE.
 - 5. ALL EXTERIOR WALLS ARE 12" THICK CONCRETE.
 - 6. ALL EXTERIOR DOORS ARE 36" WIDE.
 - 7. ALL INTERIOR DOORS ARE 30" WIDE.
 - 8. ALL WINDOWS ARE 36" WIDE.
 - 9. ALL CEILING ARE 8' HIGH.
 - 10. ALL FLOORS ARE FINISHED WITH POLISHED CONCRETE.
 - 11. ALL WALLS ARE FINISHED WITH PLASTER.
 - 12. ALL ROOFS ARE FINISHED WITH ASPHALT/FLY SHingles.



MEZZ. LEVEL PLAN

SCALE

1/8"=1'-0"



OVERALL FLOOR PLAN

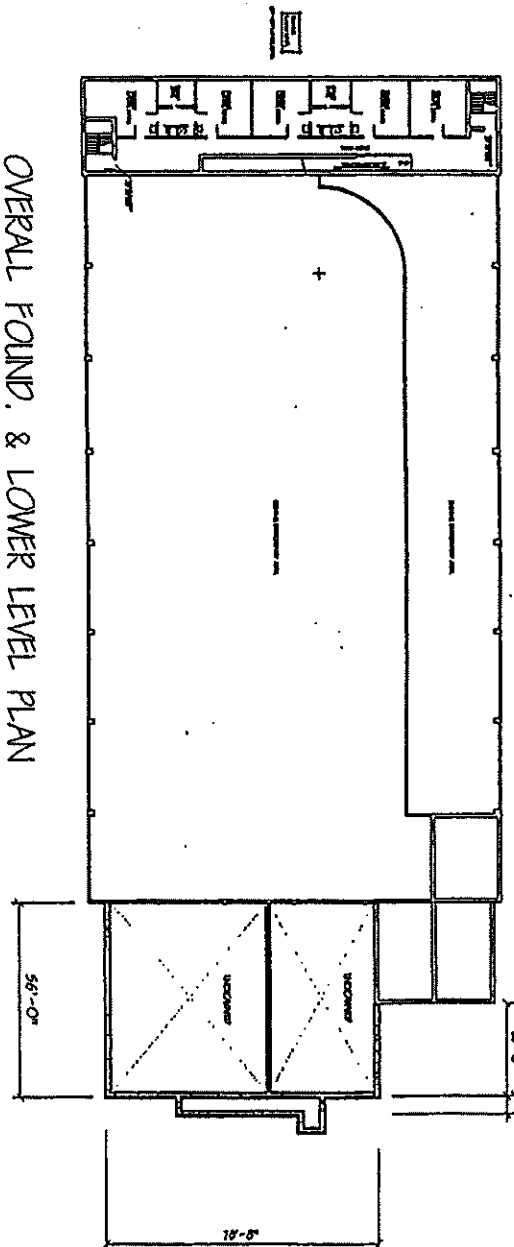
SCALE

1/8"=1'-0"

OVERALL FOUND. & LOWER LEVEL PLAN

SCALE

1/8"=1'-0"

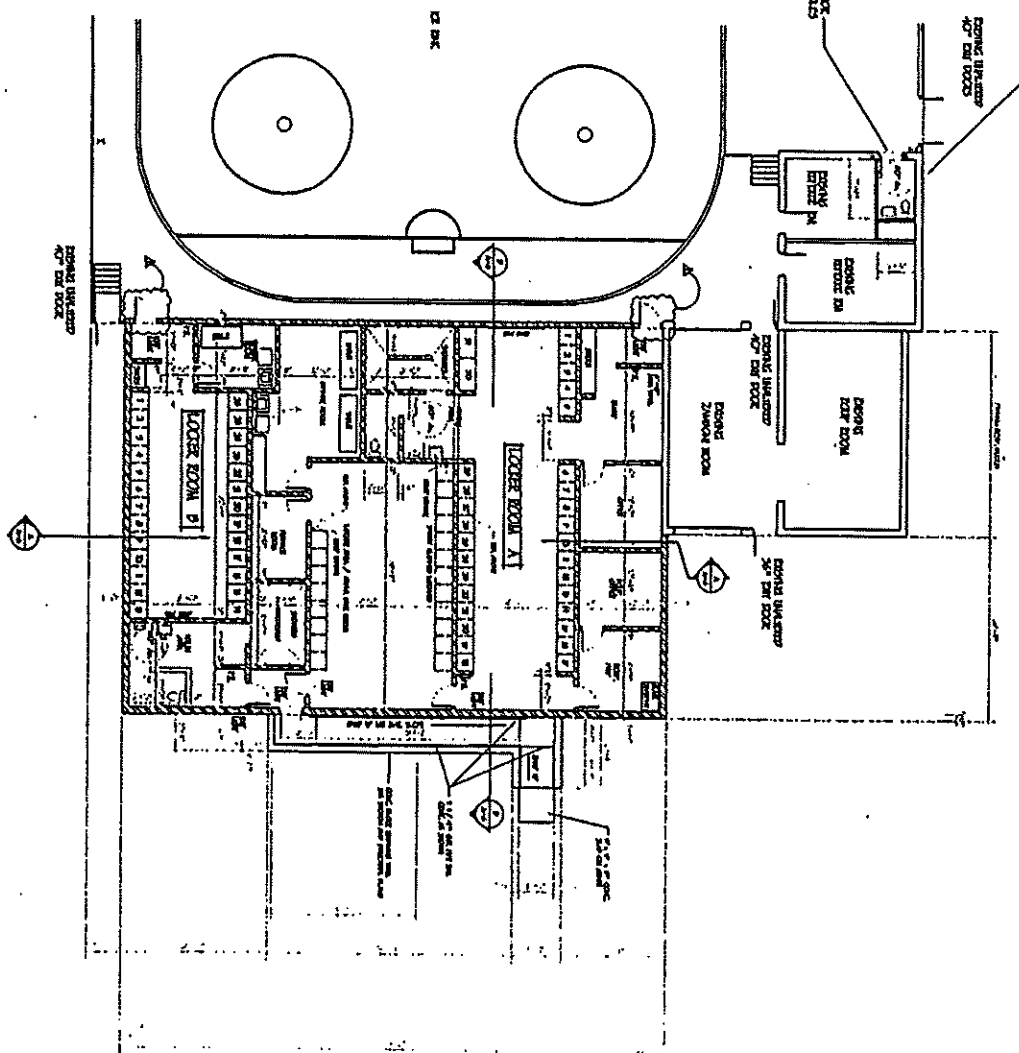


PROPOSED LOCKER ROOM ADDITION FOR THE
DE PERE ICE CENTER
DE PERE, WISCONSIN

- [illegible]

NOT ACCESSIBLE ASSOCIATE ELEC. FLOOR OF RE BAY OF WHI —
SEE WALLS @ 22.6' ± & 8'-4" & 7.1/2 FLOOR JOYS @ 16'-4 1/2"
W/ 2' ± TYPICAL BORD. AND 3' ± 2" DIMORF. W/
W/ 2' ± TYPICAL BORD. FLOOR LINE BETWEEN OTHER
IN BOX OF 2ND FLR LEVELS @ ALIN. CEILING OF RE
FLOOR BOARD. AND ALL WALLS OF RE FLOOR.

REMOVE EXISTING BLOCK AS SHOWN FOR NEW DOOR -
REMOVE TWO 5 1/2" x 5 1/2" x 1/4" NAILS
FOR 1/2" LAMEL W/ 6" NAIL EACH END



PARTIAL FLOOR PLAN
SCALE 1/8" = 1'-0"





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 2, 2022

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Resolution #22-69 Authorizing Street Name Changes (North Stellita Circle to North Midnight Star Circle; South Stellita Circle to South Midnight Star Circle; Beasle Court to Black Shadow Court and Meyer Way to Diamond Breeze Way).

On July 25, 2022, Plan Commission unanimously recommended denial by a vote of 7-0.

The reason for denial was based on the following objection information from Engineering:

- * In the future, all permits issued for the project will be related to street names that no longer exist. *
- This will make it difficult for referencing permits in the future. This project has multiple permits from the WDNR and Army Corps.
- * The entire [engineering] plan set will need to be redone with the new names.
- * The developers should have made this change prior to the City completing the plans.
- * The agreement with the Town [of Lawrence] will need to be redone as the street names are referenced for various utility and street maintenance and ownership activities.
- * All the inspector notes and daily logs for the construction will be wrong.

ATTACHMENTS:

- Reso22-69 (PDF)
- Exhibit A-Mystic Creek Street Name Changes (PDF)
- Memo to PC - Street Name Changes (DOCX)
- Application Form (PDF)
- Mystic Creek - Recorded Plat (PDF)

RESOLUTION #22-69

AUTHORIZING STREET NAME CHANGES

(North Stellita Circle to North Midnight Star Circle; South Stellita Circle to South Midnight Star Circle; Beasle Court to Black Shadow Court and Meyer Way to Diamond Breeze Way)

WHEREAS, on February 1, 2022 the Common Council approved a Subdivision Plat for Mystic Creek, including the naming of the following streets: North and South Stellita Circle, Beasle Court and Meyer Way; and

WHEREAS, following approval of the Plat, Developer has requested that prior to the neighborhood becoming established, and in an effort to avoid significant impact to builders and homeowners, that North Stellita Circle be renamed North Midnight Star Circle, South Stellita Circle be renamed South Midnight Star Circle, Beasle Court be renamed Black Shadow Court and Meyer Way be renamed Diamond Breeze Way; and

WHEREAS, §236.295 Wis. Stats. requires the Common Council to consent to such name change.

NOW THEREFORE, BE IT RESOLVED THAT:

The Common Council approves and authorizes the change in street names from North Stellita Circle to North Midnight Star Circle, South Stellita Circle to South Midnight Star Circle, Beasle Court to Black Shadow Court and Meyer Way to Diamond Breeze Way as shown on the scale map attached as Exhibit A.

BE IT FURTHER RESOLVED THAT:

The City Clerk is directed to record a certified copy of this Resolution with the Brown County Register of Deeds.

BE IT FURTHER RESOLVED:

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

Resolution #22-69
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of
August, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: ____

Nays: ____

CITY OF DE PERE MEMO



To: James Boyd, Mayor
Plan Commission Members

From: Peter Schleinz, Senior Planner | Zoning Administrator

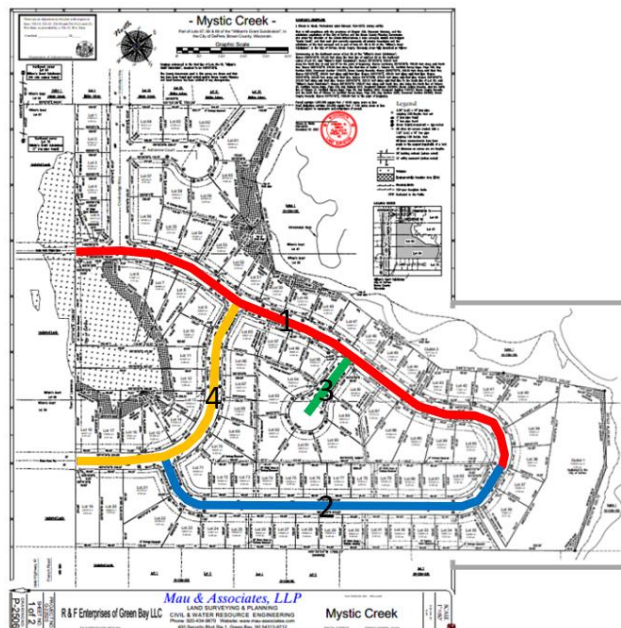
Date: July 25, 2022

RE: **Consideration and possible action to change the following four street names within the recorded Mystic Creek subdivision plat: N Stellita CI changing to N Midnight Star CI; S Stellita CI changing to S Midnight Star CI; Beasle CT changing to Black Shadow CT; and Meyer WY changing to Diamond Breeze WY. ***

Summary:

The Plan Commission reviewed the final Mystic Creek subdivision plat on January 24, 2022 and Common Council approved the final plat on February 1, 2022. The final plat was recorded on April 45, 2022. Shortly after the City review, but prior to recording date, the developer requested that the following four street names on the plat be changed (see map, below):

1. N Stellita CI changing to N Midnight Star CI (*red line*);
2. S Stellita CI changing to S Midnight Star CI (*blue line*);
3. Beasle CT changing to Black Shadow CT (*green line*);
4. Meyer WY changing to Diamond Breeze WY (*orange line*).



Staff suggested against changing street names to the petitioner/developer at that time because related documents (construction, agreement, etc.) were already in development with the original street names.

The Developer/Petitioner Reason for Changing Street Names from Application Form:

“Developer wishes to change names as stated before this becomes an established neighborhood and before it would impact home builders and homeowners. If approved prior to home construction, the impact of street name changes would be minimal.”

Agency Review:

Unlike many other project reviews, the decision to change a street name is subjective and the Development Services department does not provide a recommendation. Development Services department facilitated a review to assist the Plan Commission and Common Council with the decision-making process, the following agencies were notified of the change. Concerns, comments, and non-supporting support comments were collected and are listed with each agency.

- Brown County Planning and Land Services – no objection.
 - Review was for duplicate and similar sounding street names.
- Brown County 911 Emergency Services – no objection.
- United States Post Office (De Pere) – no objection.
- De Pere Police Department -- no objection.
- De Pere Fire Department -- no objection.
- De Pere Engineering – Objection for the following reasons:
 - In the future, all permits issued for the project will be related to street names that no longer exist. This will make it difficult for referencing permits in the future. This project has multiple permits from the WDNR and Army Corps
 - The entire [engineering] plan set will need to be redone with the new names.
 - The developers should have made this change prior to the City completing the plans.
 - The agreement with the Town [of Lawrence] will need to be redone as the street names are referenced for various utility and street maintenance and ownership activities.
 - All the inspector notes and daily logs for the construction will be wrong.

Non-supporting comments related to convenience to agencies and departments are in addition to inconveniences that future home builders and homeowners may experience.

Note: If the Plan Commission recommends approval, it should include a condition that the name change is subject to the Town of Lawrence also changing the adjacent street names N Stellita Ct and Meyer Wy.

	CITY OF DE PERE APPLICATION FOR STREET NAME CHANGE	Fee: \$ 220.00
		Receipt #: _____
		Date: _____

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Mau & Associates, LLP	Authorized Representative Steve Bieda	Title Managing Partner	
Mailing Address 400 Security Blvd.	City Green Bay	State WI	ZIP Code 54313
Email Address sbieda@mau-associates.com	Phone Number (incl. area code) (920)434-9670	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity) R & F Enterprises of Green Bay, LLC	Contact Person Frank Callaway	Title Owner	
Mailing Address 3230 Eiler Road	City DePere	State WI.	ZIP Code 54115
Email Address frank@bestenterprisesllc.com	Phone Number (incl. area code) (920)371-1066	Fax Number (incl. area code)	

SECTION 3: Street Name Change

Current Street Name:	1.) North and South Stellita Circle, 2.) Meyer Way, 3.) Beasle Ct.
New Street Name:	1.) Midnight Star Circle, 2.) Diamond Breeze Way, 3.) Black Shadow Ct.

SECTION 4: Street Name Change Information

Reason for Requesting Name Change:	Mystic Creek Subdivision Plat - Developer wishes to change names as stated
------------------------------------	--

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative for this Application. I certify that the information contained in this form and attachments is true and accurate.

Name of Owner/Authorized Representative (please print) <i>Frank Callaway</i>	Title <i>owner</i>	Phone Number <i>920-371-1066</i>
Signature of Applicant <i>[Signature]</i>		Date Signed <i>6/6/22</i>

Maps and scaled drawings which help explain the request are strongly encouraged.

Certified March 21, 2022
Rene M. Ponke
 Department of Administration



Part of Lots 67, 68 & 69 of the "William's Grant Subdivision", in
the City of DePere, Brown County, Wisconsin.

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.



SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, 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 DePere and the Brown County Planning Commission and under the direction of the owners listed herein, I have surveyed, divided and mapped "Mystic Creek", and that such plot correctly represents all exterior boundaries and the subdivision of the land surveyed and is part of Lots 67, 68 & 69 of the "William's Grant Subdivision", in the City of DePere, Brown County, Wisconsin, more fully described as follows:

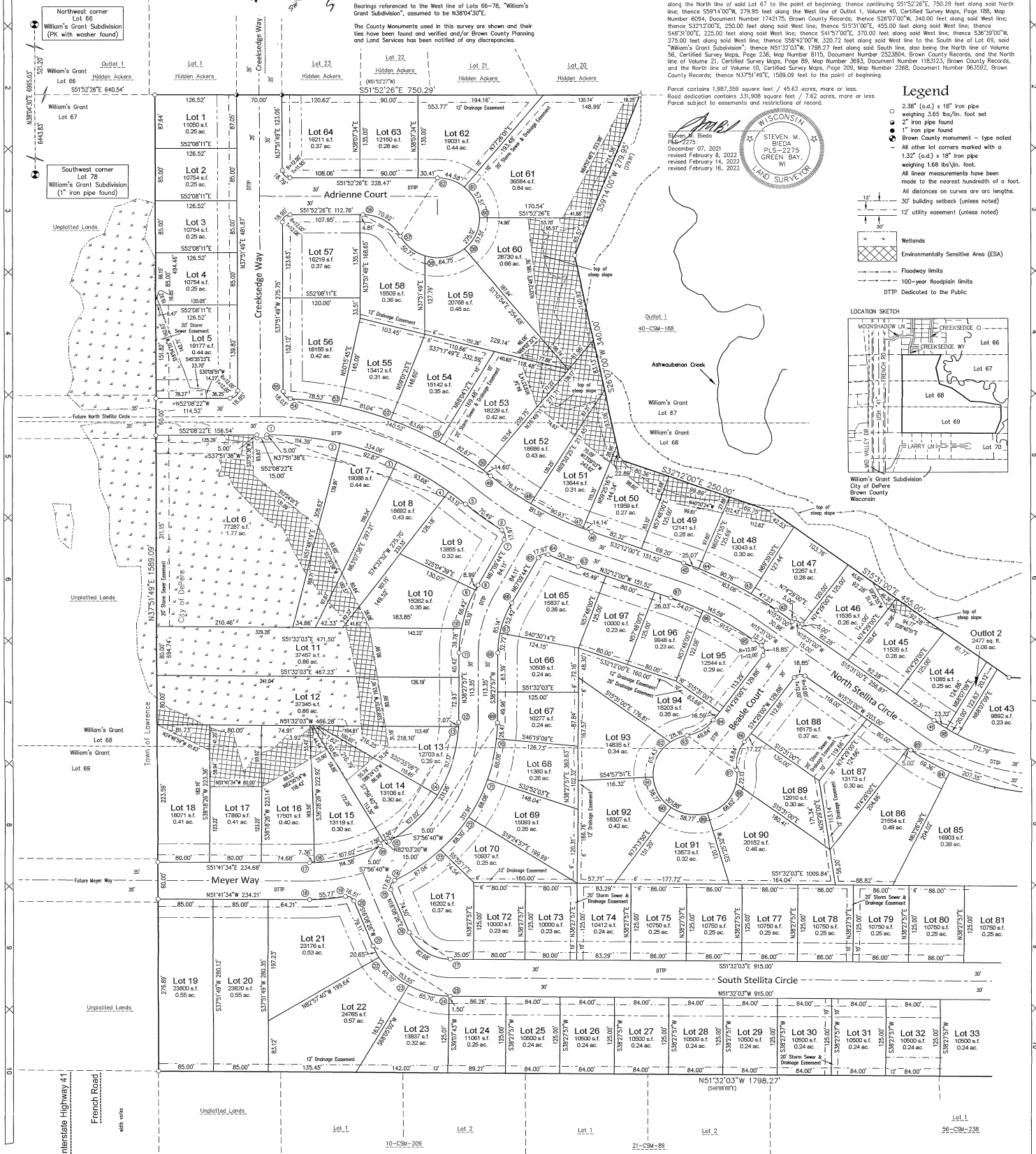
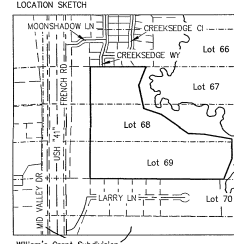
Commencing at the Northwest corner of Lot 66 of the "William's Grant Subdivision":

[illegible]

Parcel contains 1,987,359 square feet / 45.62 acres, more or less.
Road dedication contains 331,908 square feet / 7.62 acres, more or less.
Parcel subject to easements and restrictions of record.

Legend

- 2.38" (o.d.) x 18" iron pipe
 - weighing 3.65 lbs/in. foot set
 - 2" iron pipe found
 - 1" iron pipe found
 - Brown County monument - type noted
 - All other lot corners marked with a
 - 3.32" (o.d.) x 18" iron pipe
 - weighing 1.68 lb./in. foot.
 - Linear measurements have been
 - made to the nearest hundredth of a foot.
 - All distances on curves are arc lengths.
 - 30' building setback (unless noted)
 - 12' utility easement (unless noted)
- Wetlands
- Environmentally Sensitive Area (ESA)
- Flowway limits
- 100-year floodplain limits
- DTPD Dedicated to the Public



PROJECT NO
G-22520
SHEET NO.
1 of 2
DRAWING NO.
P-2506

R & F Enterprises of Green Bay LLC

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

TAX PARCEL NO. WD-L449

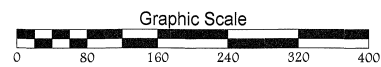
Mystic Creek

SCALE
1"=80'
DRAWN BY
BAR

Packet Pg. 99

- Mystic Creek -

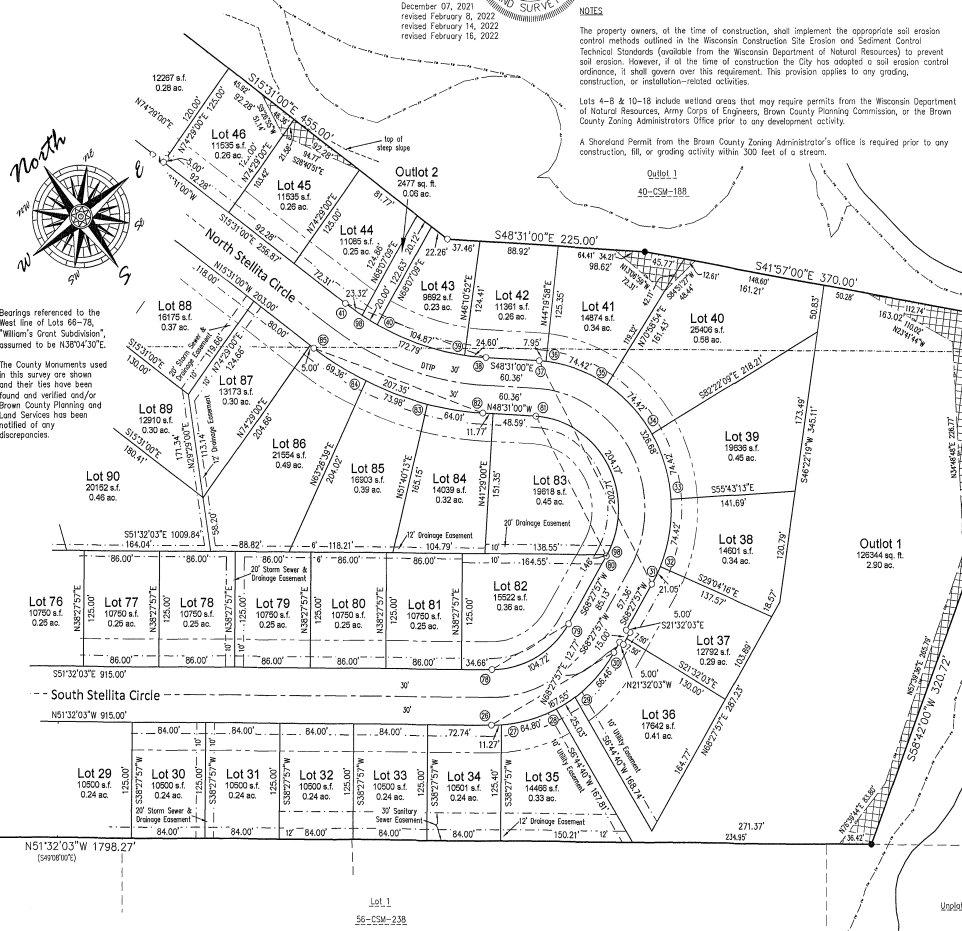
Part of Lots 67, 68 & 69 of the "William's Grant Subdivision", in the City of DePere, Brown County, Wisconsin.



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

Certified March 21, 2022

Rene M. Poway
Department of Administration



LIMITED LIABILITY COMPANY OWNERS' CERTIFICATE

R & F Enterprises of Green Bay LLC, a limited liability company 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 Mystic Creek to be surveyed, divided, mapped and dedicated as represented herein. R & F Enterprises of Green Bay 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 DEPERE
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

In Witness Whereof, the said R & F Enterprises of Green Bay LLC has caused these presents to be signed by *Erica Schaeffer*, its Member, on this 21st day of March, 2022.

Personally came before me this 21st day of March, 2022 the above named Member of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such Member on the deed of said Limited Liability Company, by its authority.

Erica Schaeffer
Member

Notary Public
Brown County, Wisconsin
STATE OF WISCONSIN }
COUNTY OF BROWN }

CERTIFICATE OF CORPORATE MORTGAGE

Nicole M. Bieda, 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 R & F Enterprises of Green Bay LLC, Owners of said land.

IN WITNESS WHEREOF, *Nicole M. Bieda* has caused these presents to be signed by *Steven M. Bieda*, its President, and countersigned by *Steven M. Bieda*, its Secretary, on this 21st day of March, 2022.

In the presence of:

Steven M. Bieda (Corporate Seal) Date: 3/30/2022

Steven M. Bieda Date: 3/30/2022

Personally came before me this 30th day of March, 2022 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
Brown County, Wisconsin
STATE OF WISCONSIN }
COUNTY OF BROWN }

EXISTING EASEMENTS

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

No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot line or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

Lots 4-8, 10-18, 40, 41, 45, 46, 48-53, 59-61 and Outlot 1 contain an environmentally sensitive area (ESA) as defined in the Brown County Zoning Ordinance. The ESA includes wetlands, all land within 35 feet of wetlands 2 acres or greater, floodway, all land within 35 feet of the floodway or 75 feet beyond the ordinary high water mark, wetlands is greater, all land within 75 feet of the ordinary high water mark of navigable waterways, steep slopes of 20% or greater associated with any discernable waterway 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.

Drainage easements in favor of the City of DePere on rear and side lot lines shall be provided. Such easements shall contain the following restrictions:

- An obstruction to the flow of water, by any means, shall be prohibited.
- No structure, earthen bank, dam, dike, or other improvement, line, or landscaping shall be permitted.
- The erection of a fence or annual plantings may be allowed provided that they do not obstruct the flow of water. Landscaping shall be permitted if placed according to the grading plan and approved by the City.
- Grantee (property owner) is prohibited from changing the grade elevation of the drainage easement from that established by grantor.
- Grantee shall have full rights of ingress and egress to carry on and all work in connection with maintenance and operation in, over, under and across the lands of grantor.
- The property covered by said easement shall not be used in any way or manner that will impair the rights of the grantor.
- The easement shall run with the land, and shall be binding upon the grantees, heirs, successors, heirs and assigns of grantor and grantee.
- The easement shall be perpetual.

Properly owners are responsible for the removal and replacement of any utilities/improvements on easements beyond standard terrace restoration.

The land on all side and rear lot lines of all lots not included in the drainage easement shall be graded by lot owner and maintained by the abutting property owner to provide adequate drainage of surface water.

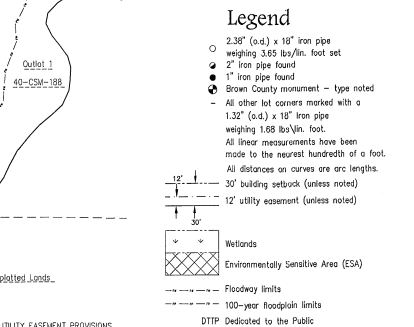
Side lot lines for Lots 1-4 shall be graded by property owners to drain to the street.

Exposed basement windows shall be approved by the Inspection Department prior to construction.

Sidewalks are required on both sides of all street in the subdivision.

The City may restrict parking on one side of the street.

The United States Postal Service (USPS) requires the installation of Cluster Mailbox Units (CMU) in this subdivision. The lot owners associated with the designated CMU are joint owners of the specified CMU structure, foundation, and associated sidewalk and are responsible for the long-term maintenance and replacement. If the property owners do not keep the CMU in good-looking functional state, the municipality may assess/charge the lot owners for the shared cost of repairs or the replacement.



UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by R & F Enterprises of Green Bay LLC, Grantor, to:

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, TIME WARNER CABLE, AT&T, CITY OF DEPERE, and other public utilities, Grantees,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead 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 such 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 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 other facilities, which shall not be altered in any way 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 utility 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.

CERTIFICATE OF THE CITY OF DE PERE TREASURER

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

Joseph G. Zeiger 3/22/22
City Treasurer

CERTIFICATE OF THE CITY OF DE PERE

Approved for the City of DePere this 22nd day of March, 2022.

Corey E. Pohn 3/22/22
City Clerk

CERTIFICATE OF THE BROWN COUNTY TREASURER

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

Paul D. Zeller 4/4/2022
Brown County Treasurer

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-1	114.69	470.00	114.69	S45°00'00"E	135°42'27"	S135°42'27"E
1-2	334.06	470.00	327.08	S31°56'30"E	46°43'28"	S172°54'54"E
2-3	92.87	470.00	92.72	S32°00'00"E	119°18'18"	S119°18'18"E
3-4	33.69	470.00	33.63	S20°04'57"E	112°14'14"	S112°14'14"E
4-5	33.12	470.00	33.11	S31°28'00"E	104°24'14"	S104°24'14"E
5-6	70.49	560.00	70.44	S20°15'15"E	97°52'42"	S187°52'42"E
6-7	17.87	12.00	18.34	S47°03'00"E	92°12'22"	S182°12'22"E
7-8	115.19	230.00	113.99	S29°49'51"W	82°41'46"	S102°41'46"E
8-9	8.89	230.00	8.89	S86°01'00"E	92°12'22"	S182°12'22"E
9-10	68.42	230.00	66.19	S26°35'57"E	163°42'48"	S163°42'48"E
10-11	39.78	230.00	39.73	S43°25'15"W	92°43'36"	S102°43'36"E
11-12	23.36	230.00	22.64	S67°16'15"E	27°35'36"	S127°35'36"E
12-13	7.07	230.00	7.07	S32°20'49"W	91°45'44"	S101°45'44"E
13-14	117.17	230.00	115.80	S43°50'17"W	29°11'14"	S129°11'14"E
14-15	102.07	230.00	100.69	S27°45'42"W	86°26'36"	S106°26'36"E
15-16	114.38	230.00	113.21	N69°24'23"W	28°24'40"	N88°24'40"E
16-17	69.07	110.00	68.00	S28°00'00"E	86°26'36"	S106°26'36"E
17-18	7.36	230.00	7.36	N22°26'36"E	91°50'00"	S101°50'00"E
18-19	55.77	230.00	55.68	S27°12'08"E	110°10'10"	S180°10'10"E
19-20	16.30	12.00	16.30	S42°17'00"E	78°50'00"	S178°50'00"E
20-21	153.55	130.00	144.78	S17°41'48"E	67°42'28"	S107°42'28"E
21-22	20.65	130.00	20.63	S13°23'23"E	88°06'06"	S108°06'06"E
22-23	68.00	130.00	68.00	S28°00'00"E	88°06'06"	S108°06'06"E
23-24	65.70	130.00	65.00	S35°23'11"E	28°57'18"	S128°57'18"E
24-25	1.50	130.00	1.50	S28°00'00"E	88°06'06"	S108°06'06"E
25-26	167.55	160.00	160.00	S81°02'00"E	60°00'00"	S120°00'00"E
26-27	11.27	160.00	11.27	S53°33'12"E	94°02'12"	S104°02'12"E
27-28	48.80	160.00	48.80	S45°00'00"E	94°02'12"	S104°02'12"E
28-29	25.03	160.00	25.00	S33°23'23"E	88°57'42"	S108°57'42"E
29-30	66.46	160.00	65.96	N82°13'23"E	23°52'52"	N103°52'52"E
30-31	120.68	160.00	119.37	S45°00'00"E	118°36'36"	S118°36'36"E
31-32	21.05	160.00	21.03	N84°41'50"E	97°32'13"	N107°32'13"E
32-33	74.42	160.00	73.75	S27°12'08"E	86°26'36"	S106°26'36"E
33-34	74.42	160.00	73.75	N27°12'08"E	28°57'18"	N108°57'18"E
34-35	74.42	160.00	73.75	N27°12'08"E	28°57'18"	N108°57'18"E
35-36	74.42	160.00	73.75	N27°12'08"E	28°57'18"	N108°57'18"E
36-37	7.75	160.00	7.75	N47°03'00"E	92°12'22"	S182°12'22"E
37-38	17.79	300.00	17.41	N32°01'00"E	93°00'00"	S183°00'00"E
38-39	24.80	300.00	24.80	N45°04'04"E	94°02'12"	S104°02'12"E
39-40	104.87	300.00	104.33	N33°48'18"E	20°00'40"	N120°00'40"E
40-41	300.00	300.00	300.00	S28°00'00"E	88°06'06"	S108°06'06"E
41-42	23.92	300.00	23.91	N17°44'58"E	94°02'12"	S104°02'12"E
42-43	163.06	560.00	162.48	N27°01'30"E	184°00'00"	S184°00'00"E
43-44	47.11	560.00	47.00	N45°00'00"E	94°02'12"	S104°02'12"E
44-45	90.76	560.00	90.66	N45°00'00"E	92°12'22"	S182°12'22"E
45-46	25.03	560.00	25.07	N30°23'03"E	92°12'22"	S182°12'22"E
46-47	18.36	560.00	18.36	N45°00'00"E	94°02'12"	S104°02'12"E
47-48	14.14	560.00	14.14	N31°24'24"E	91°37'56"	S101°37'56"E
48-49	90.83	500.00	90.80	N45°00'00"E	92°12'22"	S182°12'22"E
49-50	78.31	500.00	78.24	N15°47'14"E	88°44'40"	S108°44'40"E
50-51	340.52	530.00	334.70	N29°48'18"E	38°48'44"	N48°48'44"E
51-52	14.60	530.00	14.60	N21°25'15"E	91°36'42"	S101°36'42"E
52-53	82.87	530.00	82.58	N17°42'42"E	88°44'40"	S108°44'40"E
53-54	83.68	530.00	83.60	N28°12'14"E	118°45'48"	S118°45'48"E
54-55	81.04	530.00	80.86	N32°01'00"E	94°02'12"	S104°02'12"E
55-56	78.53	530.00	78.46	N43°58'58"E	88°22'22"	S108°22'22"E
56-57	18.03	12.00	18.36	S47°03'00"E	92°12'22"	S182°12'22"E
57-58	70.92	85.00	67.45	S20°17'00"E	62°30'48"	S122°30'48"E
58-59	275.12	85.00	111.13	N62°22'58"E	22°30'48"	N102°30'48"E
59-60	50.77	85.00	50.70	S21°42'58"E	44°44'58"	S104°44'58"E
60-61	64.75	85.00	62.10	S62°38'45"E	57°04'58"	S107°04'58"E
61-62	57.81	85.00	55.65	N63°20'52"E	50°41'58"	N110°41'58"E
62-63	57.81	85.00	55.65	N17°44'58"E	50°41'58"	N110°41'58"E
63-64	44.58	85.00	43.72	N37°13'17"W	39°18'28"	N109°18'28"E
64-65	58.35	85.00	56.33	N45°00'00"E	92°12'22"	S182°12'22"E
65-66	17.87	12.00	18.34	N62°56'56"E	85°42'27"	S185°42'27"E
66-68	85.14	170.00	84.26	S29°48'50"E	28°41'46"	S108°41'46"E
68-69	52.42	170.00	52.21	S28°16'50"E	17°12'00"	S107°12'00"E
69-70	32.72	170.00	32.68	S43°58'59"E	11°01'48"	S111°01'48"E
70-71	317.39	280.00	302.73	S69°32'14"E	82°48'24"	S162°48'24"E
71-72	28.41	280.00	28.41	S41°14'54"E	94°02'12"	S104°02'12"E
72-73	68.08	280.00	67.93	S50°24'24"E	132°00'00"	S132°00'00"E
73-74	68.08	280.00	67.93	S41°14'54"E	132°00'00"	S132°00'00"E
74-75	68.08	280.00	68.14	S71°15'15"E	132°00'00"	S132°00'00"E
75-76	82.88	70.00	77.98	S14°47'47"E	67°42'28"	S107°42'28"E
76-77	17.83	12.00	18.34	N27°12'08"E	86°26'36"	S106°26'36"E
77-78	87.04	100.00	86.71	N87°12'12"E	17°11'48"	N107°11'48"E
78-79	104.77	100.00	103.00	N20°01'00"E	80°36'36"	N100°36'36"E
79-80	50.77	100.00	50.70	N10°01'00"E	92°12'22"	S182°12'22"E
80-81	1.47	100.00	1.46	S68°03'02"E	99°00'00"	S189°00'00"E
81-82	224.17	110.00	110.33	N17°44'58"E	118°36'36"	S118°36'36"E
82-83	207.35	100.00	104.49	N37°01'30"E	33°00'00"	N103°00'00"
83-84	84.01	300.00	84.97	N43°58'58"E	101°11'13"	S101°11'13"E
84-85	73.89	300.00	73.89	N45°00'00"E	114°26'12"	S114°26'12"E
85-86	69.36	300.00	69.25	N21°01'11"E	119°22'22"	S119°22'22"E
86-87	48.43	85.00	47.22	S50°27'15"E	53°06'52"	S103°06'52"E
87-88	50.88	85.00	50.80	S68°03'02"E	99°00'00"	S189°00'00"E
88-89	22.13	85.00	22.02	S41°17'13"E	132°00'00"	S132°00'00"E
89-90	58.77	85.00	58.79	N42°49'19"E	51°48'19"	N101°48'19"
90-91	58.77	85.00	58.79	N29°48'50"E	28°41'46"	S108°41'46"E
91-92	65.43	85.00	62.73	S47°03'00"E	92°12'22"	S182°12'22"E
92-93	48.84	85.00	47.70	S38°59'24"E	43°02'58"	S103°02'58"E
93-94	20.16	85.00	20.16	S47°03'00"E	92°12'22"	S182°12'22"E
94-95	91.42	500.00	91.39	N27°12'08"E	102°21'14"	S102°21'14"E
95-97	54.07	500.00	54.05	N29°48'18"E	90°11'46"	S100°11'46"E



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 2, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Presentation and discussion regarding the City of De Pere's voting tabulator equipment - request of Alderperson Raasch.

Staff will present information on the City's vote tabulator equipment (DS-200 machines from Elections Systems & Software). I have included a product information sheet and a security bulletin from ES&S for your reference. The public test of automated tabulating equipment is scheduled for August 2, 2022 at 9:00 AM at City Hall, so the results of this test will also be presented at the meeting.

ATTACHMENTS:

- DS200_one-sheet (PDF)
- Security-Management-Practices (PDF)



DS200[®]

Precinct Scanner & Tabulator



Protective Cover

Cover has heavy-duty rubber seal to shelter DS200 from elements during transport. |

Easy to Set Up

Lid-up, power-on approach allows poll workers to easily open polls. |

Touch-Screen Display

Provides voters with instructions and immediate feedback. Tension bearings hold screen in place for custom positioning. |

Ballot/Card Slot

Voters cast both ballots and vote summary cards here; accommodates up to 19-inch ballots. |

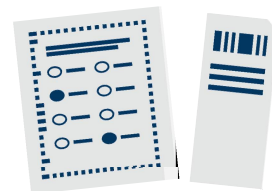
Auxiliary Ballot Compartment

Main Ballot Compartment

Easy, hassle-free storage of up to 3,500 ballots. |

Enhanced Voting Experience

The DS200 is a precinct-based scanner and vote tabulator equipped with the latest in ES&S' patented technology. Fully certified and compliant with EAC guidelines, the DS200 enhances the voting experience for voters and election officials alike. Our patented Intelligent Mark Recognition (IMR[®]) and patented Positive Target Recognition & Alignment Compensation (PTRAC[®]) technologies ensure even the most poorly marked ballots are read accurately and consistently — protecting voter intent. All of this is designed to make everyone's job easier.



11 14-inch flat ballots processed per minute

ACCURATE



The DS200 combines the ES&S-patented IMR® and PTRAC® systems to accurately track and pinpoint target locations. This technology accommodates ballots inserted at angles or with erroneous marks to uphold voter intent. This precision improves the reliability of elections.

RELIABLE



Having both battery backup and thermal paper means you never have to worry about power outages or printer ink. The DS200 includes redundant data storage.

SECURE



Like all ES&S tabulation equipment, the DS200 includes physical security features such as locking panels and security seals to secure sensitive components and election files, and a key-locked case for transport and shipping. The DS200 operating system controls, limits and detects unauthorized access to all critical data. The system also includes safeguards, such as data encryption and digital signatures, that help protect sensitive data and verify authenticity, including certification of all firmware.

COMPATIBLE



Works in conjunction with:

- " ExpressVote® Universal Voting System
- " DS450® High-Throughput Scanner & Tabulator
- " DS850® High-Speed Scanner & Tabulator
- " DS950® High-Speed Scanner & Tabulator
- " Electionware® Election Management Software
- " AutoMARK® Ballot Marking Device
- " Election Reporting Manager®



The election yesterday went so well,
I hugged my DS200 at the end of the night."

ANNETTE STASHEK, VILLAGE CLERK FOR THE VILLAGE OF WHITING, WI



SECURITY BULLETIN

Security Management Practices

Every time voters head to the polls, they want to know their votes will be accurately counted and protected. At Election Systems & Software, we take extra precautions to ensure our software, hardware and data are well-insulated from harm.



100%

Every ES&S associate completes annual security awareness training.



0/1,000,000

Our EAC certified systems are required to complete testing with 0 errors in 1 million test ballots.

We don't just follow industry best practices; we help develop and distribute them through a partnership with the U.S. Department of Homeland Security. From internal protocols to training on every piece of equipment, we go above and beyond what's required to keep our elections safe.

HOW WE PROTECT OUR INFRASTRUCTURE

Physical Security

- All ES&S employees, contractors, temps and interns are required to wear an ES&S-issued photo ID badge on company grounds.
- All ES&S facilities are monitored by security cameras, alarms and door badge readers.
- ES&S employees are trained to manage all visitors to the facilities. Visitors are under constant supervision while on ES&S property.

Corporate IT Security

- All ES&S employees, contractors, interns and temps are required to use two-factor authentication when logging into corporate IT networks.
- ES&S uses internal and external security monitoring of our corporate IT environments, including five Albert sensors covering our voter registration environments.
- ES&S constantly prepares for malware attacks by using multiple systems to protect endpoints, servers, backup systems and software development.
- ES&S has DHS conduct cyber hygiene scans of our public-facing internet presence weekly.

PROTECTING ELECTIONS TOGETHER



- ES&S has close working partnerships with DHS, CIS, the FBI and others to share cyber threat information and best practices and prepare for cyber incidents.
- ES&S conducts free Secure The Vote™ training for our customers to develop cybersecurity awareness and the implementation of best practices to protect the equipment used for elections.
- ES&S participates in DHS election security tabletop exercises and has brought the DHS exercise team to our headquarters to conduct in-house tabletop exercises.
- ES&S conducts penetration testing of hardware, firmware and software by commercial third parties, and we have partnered with DHS and the Idaho National Lab to conduct penetration testing of our end-to-end voting systems.

ES&S Security Philosophy

Nothing is more important to ES&S than protecting America's democracy through secure and accurate elections. That's why every ES&S product reflects the company's three-part security philosophy:



- **Design:** All products are designed, without compromise, to meet the latest and ever-evolving standards in security, accuracy and reliability.



- **Testing:** In addition to ES&S testing protocols, all tabulation systems are rigorously tested and certified by the federal Election Assistance Commission (EAC), which reflects security and performance standards developed by scientists, academia and election officials. The ES&S testing protocol also involves testing by independent, accredited laboratories. ES&S submitted our end-to-end voting configuration for Cybersecurity and Infrastructure Security Agency (CISA) critical product evaluation (CPE) at Idaho National Labs.



- **Implementation:** The entire ES&S team is devoted to ensuring that each piece of technology performs as expected on election day, helping election officials uphold the laws of their state which mandate strict physical security and tight chain of custody of all voting machines.

Perhaps most importantly, ES&S' essence — its very being — is predicated on providing America with secure, accurate and accessible elections. Every person at ES&S holds themselves, and each other, accountable for this mandate, and is proud to serve a role in this noble purpose.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 2, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 8-2-2022 VOUCHERS (PDF)

7/20/2022 1:55 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 06813 AUG 2022 COUNCIL 8-2-22

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8410	1ST CHOICE PEST CONTROL							
	I-23149	1ST CHOICE PEST CONTROL	R	8/02/2022		195.00CR	099745	195.00
7583	ADVANCE AUTO PARTS							
	I-6339-316554	ADVANCE AUTO PARTS	R	8/02/2022		43.57CR	099746	
	I-6339-316643	ADVANCE AUTO PARTS	R	8/02/2022		30.01CR	099746	73.58
0302	AIRGAS USA LLC							
	I-9127398773	AIRGAS USA LLC	R	8/02/2022		28.13CR	099747	
	I-9989170944	AIRGAS USA LLC	R	8/02/2022		565.90CR	099747	
	I-9989170946	AIRGAS USA LLC	R	8/02/2022		147.72CR	099747	741.75
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS							
	I-14241	AMERICAN CONSERVATION & BILLIN	R	8/02/2022		1,042.00CR	099748	1,042.00
0442	BADGER LABORATORIES INC							
	I-22-52018111	BADGER LABORATORIES INC	R	8/02/2022		704.00CR	099749	704.00
0019	BADGER POPCORN & CONC SUPPLY INC							
	I-489978	BADGER POPCORN & CONC SUPPLY I	R	8/02/2022		416.38CR	099750	416.38
0033	BIRDSEYE DAIRY INC							
	I-144495	BIRDSEYE DAIRY INC	R	8/02/2022		125.41CR	099751	
	I-144496	BIRDSEYE DAIRY INC	R	8/02/2022		196.16CR	099751	321.57
3518	WILLIAM C BOYLE							
	I-202207203236	WILLIAM C BOYLE	R	8/02/2022		16.97CR	099752	16.97
6967	BROCK WHITE COMPANY LLC							
	I-15530752-00	BROCK WHITE COMPANY LLC	R	8/02/2022		2,641.53CR	099753	2,641.53
0046	BROWN COUNTY PORT & RESOURCE RECOVERY							
	I-51401	BROWN COUNTY PORT & RESOURCE R	R	8/02/2022		25,412.58CR	099754	25,412.58
0050	CAMERA CORNER INC							
	I-INV40611	CAMERA CORNER INC	R	8/02/2022		12,078.33CR	099755	12,078.33
2708	CLEANING SOLUTION SERVICES INC							
	I-22166	CLEANING SOLUTION SERVICES INC	R	8/02/2022		535.21CR	099756	
	I-22254	CLEANING SOLUTION SERVICES INC	R	8/02/2022		658.27CR	099756	
	I-22456	CLEANING SOLUTION SERVICES INC	R	8/02/2022		143.36CR	099756	
	I-22461	CLEANING SOLUTION SERVICES INC	R	8/02/2022		121.40CR	099756	
	I-22464	CLEANING SOLUTION SERVICES INC	R	8/02/2022		308.12CR	099756	
	I-22465	CLEANING SOLUTION SERVICES INC	R	8/02/2022		102.24CR	099756	
	I-22467	CLEANING SOLUTION SERVICES INC	R	8/02/2022		166.24CR	099756	2,034.84

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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
1516	CLIFTONLARSONALLEN LLP I-3324316	CLIFTONLARSONALLEN LLP	R	8/02/2022		5,460.00CR	099757	5,460.00
0075	DIGGERS HOTLINE INC I-220 6 36401	DIGGERS HOTLINE INC	R	8/02/2022		1,119.66CR	099758	1,119.66
0085	EMERGENCY MEDICAL PRODUCTS INC I-2462157	EMERGENCY MEDICAL PRODUCTS INC	R	8/02/2022		304.76CR	099759	304.76
0200	FIRST SUPPLY LLC I-13274022-00 I-13281308-00 I-13296026-00	FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC	R R R	8/02/2022 8/02/2022 8/02/2022		413.12CR 198.44CR 6.32CR	099760 099760 099760	 617.88
3655	FUN EXPRESS LLC I-717834442-01	FUN EXPRESS LLC	R	8/02/2022		146.67CR	099761	146.67
8832	GEEKS & CREATIVES OF WISNET I-65595	GEEKS & CREATIVES OF WISNET	R	8/02/2022		4,000.00CR	099762	4,000.00
2544	GLOBAL RECOGNITION INC I-216312 I-216454	GLOBAL RECOGNITION INC GLOBAL RECOGNITION INC GLOBAL RECOGNITION INC	R R	8/02/2022 8/02/2022		60.00CR 54.45CR	099763 099763	 114.45
0117	GRAYBAR ELECTRIC COMPANY INC I-9327475046 I-9327520067 I-9327626117	GRAYBAR ELECTRIC COMPANY INC GRAYBAR ELECTRIC COMPANY INC GRAYBAR ELECTRIC COMPANY INC GRAYBAR ELECTRIC COMPANY INC	R R R	8/02/2022 8/02/2022 8/02/2022		188.15CR 12.04CR 24.27CR	099764 099764 099764	 224.46
0124	GREEN BAY CITY TREASURER I-157334 I-157488	GREEN BAY CITY TREASURER GREEN BAY CITY TREASURER GREEN BAY CITY TREASURER	R R	8/02/2022 8/02/2022		1,431.74CR 462.33CR	099765 099765	 1,894.07
6576	GROUND SOURCE INC I-2022-7039	GROUND SOURCE INC	R	8/02/2022		120.00CR	099766	120.00
0446	HAWKINS INC I-6221659	HAWKINS INC	R	8/02/2022		4,179.84CR	099767	4,179.84
2454	TIMOTHY F HEGGLAND I-202207203237	TIMOTHY F HEGGLAND	R	8/02/2022		2,000.00CR	099768	2,000.00

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7208	HOLIDAY WHOLESALE							
	I-1130326	HOLIDAY WHOLESALE	R	8/02/2022		813.80CR	099769	
	I-1145877	HOLIDAY WHOLESALE	R	8/02/2022		375.04CR	099769	
	I-1147636	HOLIDAY WHOLESALE	R	8/02/2022		192.00CR	099769	1,380.84
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-C002610	HURCKMAN MECHANICAL INDUSTRIES	R	8/02/2022		1,298.00CR	099770	1,298.00
8364	JOHNSTONE SUPPLY							
	I-6039731	JOHNSTONE SUPPLY	R	8/02/2022		52.76CR	099771	52.76
2602	JOSSART BROTHERS INC							
	I-5137	JOSSART BROTHERS INC	R	8/02/2022		5,132.60CR	099772	5,132.60
0153	LAFORCE INC							
	I-2014099SO	LAFORCE INC	R	8/02/2022		27.24CR	099773	
	I-2017343SO	LAFORCE INC	R	8/02/2022		65.00CR	099773	92.24
6577	LAKELAND LAWN CARE							
	I-109143	LAKELAND LAWN CARE	R	8/02/2022		525.00CR	099774	525.00
0173	MENARDS INC							
	I-1229	MENARDS INC	R	8/02/2022		6.99CR	099775	
	I-1231	MENARDS INC	R	8/02/2022		47.99CR	099775	
	I-1263	MENARDS INC	R	8/02/2022		49.98CR	099775	
	I-1279	MENARDS INC	R	8/02/2022		89.94CR	099775	
	I-1283	MENARDS INC	R	8/02/2022		36.99CR	099775	
	I-1312	MENARDS INC	R	8/02/2022		20.95CR	099775	
	I-1314	MENARDS INC	R	8/02/2022		35.24CR	099775	
	I-1502	MENARDS INC	R	8/02/2022		23.94CR	099775	
	I-870	MENARDS INC	R	8/02/2022		9.98CR	099775	
	I-879	MENARDS INC	R	8/02/2022		10.27CR	099775	332.27
8833	CHELSEA MOBERG							
	I-202207203238	CHELSEA MOBERG	R	8/02/2022		4,721.11CR	099776	4,721.11
8327	OSBURN ASSOCIATES INC							
	I-294402	OSBURN ASSOCIATES INC	R	8/02/2022		381.00CR	099777	381.00
0202	PEPSI COLA OF GREEN BAY							
	C-92093495	PEPSI COLA OF GREEN BAY	R	8/02/2022		27.77	099778	
	I-92143839	PEPSI COLA OF GREEN BAY	R	8/02/2022		219.35CR	099778	191.58

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8387	RED POWER DIESEL I-3001	RED POWER DIESEL	R	8/02/2022		60.74CR	099779	60.74
0501	SAINT MARY'S HOSPITAL I-1326	SAINT MARY'S HOSPITAL	R	8/02/2022		2.84CR	099780	2.84
0235	SAINT VINCENT HOSPITAL I-1919	SAINT VINCENT HOSPITAL	R	8/02/2022		50.92CR	099781	50.92
3836	SCHROEDER'S FLOWERS I-188219 I-188220 I-188221	SCHROEDER'S FLOWERS SCHROEDER'S FLOWERS SCHROEDER'S FLOWERS	R R R	8/02/2022 8/02/2022 8/02/2022		5,200.00CR 5,200.00CR 3,200.00CR	099782 099782 099782	 13,600.00
3545	SHORT ELLIOTT HENDRICKSON INC I-429528	SHORT ELLIOTT HENDRICKSON INC	R	8/02/2022		1,344.81CR	099783	1,344.81
7762	SMITHGROUP INC I-164001	SMITHGROUP INC	R	8/02/2022		5,510.00CR	099784	5,510.00
8830	BOB STELLA I-9889	BOB STELLA	R	8/02/2022		195.00CR	099785	195.00
6230	UTILITY SERVICE CO INC I-562860	UTILITY SERVICE CO INC	R	8/02/2022		2,500.00CR	099786	2,500.00
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC I-10060	VANDEN PLAS PORTABLE SOLUTIONS	R	8/02/2022		147.24CR	099787	147.24
3767	VDH ELECTRIC INC I-25866	VDH ELECTRIC INC	R	8/02/2022		2,885.74CR	099788	2,885.74
7396	VIERBICHER ASSOCIATES INC I-3-07072022	VIERBICHER ASSOCIATES INC	R	8/02/2022		4,139.50CR	099789	4,139.50

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	45	0.00	110,404.51	110,404.51
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:	0	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:	45	0.00	110,404.51	110,404.51

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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**** 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	8/2022	62,688.26CR
201	8/2022	335.90CR
208	8/2022	55.98CR
260	8/2022	682.50CR
280	8/2022	682.50CR
285	8/2022	14,282.50CR
290	8/2022	3,324.03CR
291	8/2022	682.50CR
292	8/2022	682.50CR
293	8/2022	4,822.00CR
297	8/2022	4,408.00CR
415	8/2022	1,539.81CR
460	8/2022	682.50CR
601	8/2022	14,310.73CR
650	8/2022	1,224.80CR
=====		
ALL		110,404.51CR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 2, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
