



Common Council

Regular Meeting

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

Revised Agenda

Tuesday, April 17, 2018

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **April 17, 2018** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

THERE WILL BE A BRIEF SWEARING IN CEREMONY FOR ELECTED OFFICIALS PRIOR TO COMMENCEMENT OF THE COUNCIL MEETING.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the April 4, 2018 Common Council Meeting.
4. Public Hearing for Vacation of a Public Thoroughfare (Walkway Easement from Quinnette Lane to Merrill Street, Adjacent to Parcels ED-1129-Q-31 & ED-1129-Q-32).
 1. Notice of Public Hearing
 2. Recommendation from the Plan Commission.
 3. Resolution #18-19 Regarding the Vacation of a Public Thoroughfare (Walkway Easement from Quinnette Lane to Merrill Street, Adjacent to Parcels ED-1129-Q-31 & ED-1129-Q-32).
5. Public comment upon matters not on the agenda and other announcements.
6. LifeQuest Services billing presentation on behalf of the Fire Department.
7. Southern Bridge project update.
8. Plan Commission recommendation to approve a Proposed Extraterritorial Two Lot Certified Survey Map at 4500 BLK Heritage Heights in the Town of Ledgeview (Parcel D-447-3). Submitted by David J. Chrouser, PLS.
9. Resolution #18-20 Urging State Legislators to Give Full Consideration to, and Ultimately Adopt Enhanced Safety Measures Relating to Firearms and Ammunition.
10. Resolution #18-32 Authorizing County Trunk Highway Jurisdictional Revisions on County Highway G (Main Avenue) from I-41 to Broadway Street.
11. Resolution #18-33 Authorizing Amendment to Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the City of De Pere and CMR, LLC (2125 American Boulevard).

12. Resolution #18-34 Authorizing Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the City of De Pere and FoxStar Investors, LLC (2010 Venture Avenue Parcel WD-1049-2).
13. Resolution #18-35 Approving Facade Improvement Project and Authorizing Disbursement of Grant (353 Main Avenue - Parcel WD-917)
14. Resolution #18-36 Approving Updated Facade Improvement Project and Authorizing Grant Disbursement Therefor (363 Main Avenue - Parcel WD-919).
15. Resolution #18-37 Approving Facade Improvement Project and Authorizing of Disbursement of Grant (109 North Broadway Street - Parcel ED-774)
16. Resolution #18-38 Approving Facade Improvement Project and Authorizing Disbursement of Grant (113 North Broadway Street - Parcel ED-773).
17. Resolution #18-39 Approving Facade Improvement Project and Authorizing Disbursement of Grant (115 North Broadway Street - Parcel ED-772).
18. Resolution #18-40 Resolution Establishing Non-Lapsing Funds as of December 31, 2017.
19. Appointments and Re-appointments to Boards and Commissions by Mayor Walsh.
20. Elections by the Common Council
 - A. Alderperson Members of the Plan Commission.
 - B. President of the Common Council.
21. Voucher Approval.
22. Operator License Applications.
23. Future Agenda Items.
24. Consideration of potential purchase of public property

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

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Andy Krans, SAKS Holdings LLC

David Chrouser, PLS Mau & Associates LLP
James R & Kathryn L Wochinske
Matthew T & Courtney L Stoebr
Larry W Goeben
Shari L Linskens
Mark Soderlund, CMR LLC
Cindy Leiterman, CMR LLC

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the April 4, 2018 Common Council Meeting.

ATTACHMENTS:

- 4-04-2018 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Wednesday, April 4, 2018

7:30 PM

De Pere City Hall Council Chambers

1. Call to Order

The meeting was called to order at 7:30 PM by Alderperson Boyd. Present were Alderpersons Boyd, Carpenter, Crevier, Hansen, Nelson and Raasch. Excused were Mayor Walsh and Alderpersons Jennings and Lueck.

2. Pledge of Allegiance to the Flag.

3. Approval of the Minutes of the March 20, 2018 Common Council Meeting.

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

4. Public comment upon matters not on the agenda and other announcements. None.

5. Resolution #18-28 Authorizing State-Owned Public Access Site Lease Agreement with Wisconsin Department of Natural Resources.

Alderperson Hansen asked about Brown County's role in the agreement with the WDNR; City Parks Director Marty Kosobucki explained that our agreement is with the WDNR.

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

6. Resolution #18-29 Authorizing Submission of Wisconsin Department of Natural Resources Boating and Fishing State and Federal Grant Application for Bomier Boat Launch Renovations.

Parks Director Marty Kosobucki explained that we are leveraging grant money we have already received towards the 50% commitment amount in this grant application.

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

7. Resolution #18-30 Authorizing Submission of Cost-Share Grant Application for Wisconsin Regional Planning Commission and Wisconsin Department of Natural Resources for Tree Planting Program.

Parks Director Marty Kosobucki explained the tree removal program to the Council. Discussion followed.

Attachment: 4-04-2018 Common Council Minutes (6875 : Approval of the Minutes of the April 4, 2018 Common Council Meeting.)

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

8. Resolution #18-31 Authorizing Agreement with Charles Schwab & Co., Inc. (City Investment Advisor).

Alderperson Raasch moved, seconded by Alderperson Carpenter to open the meeting. Upon vote, motion carried unanimously. David Dudek of Charles Schwab explained that his agency does not charge an advisory fee for management of the City's investments. Discussion followed. Alderperson Boyd moved, seconded by Alderperson Raasch to close the meeting. Upon vote, motion carried unanimously.

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

9. Presentation to the Council regarding School Safety

Police Chief Derek Beiderwieden presented the Council with information regarding the relationship between the De Pere Police Department and our two school districts and what our resource officers do for the school. Discussion followed regarding possibly adding additional staff, tips received by the Police Department and how they are handled, training opportunities, and funding for the resource officers.

10. Designated Offender Report to Council

Police Chief Derek Beiderwieden reviewed his report with the Council members. Discussion followed.

11. Operator License Applications.

CITY OF DE PERE	
License Committee - April 4, 2018	
Previously Tabled Operator License Applications	
1	COUTLEY, JAMIE L.
2	GOODINE, PAUL L.
3	LANDRY, CHRISTY M.
4	YANDA, HEATHER L.
Temporary Operator License Applications	
1	MAASS, JANET L.
2	MEYER, JAMES M.
3	VAN DE HEI, THOMAS J.
New Operator License Applications for the 2016-2018 Licensing Period	
1	CHARLES, CECILY A.
2	CLARK, CHRISTINE A.
3	IVES, TIMOTHY D.
4	KARABUSH, WENDY A.
5	RATELLE, CHERYL A.
6	SIMKOWSKI, LOGAN J.
7	STEFFEN, ANDY C.
8	VAN DE VEN, AUTUMN M.
9	VOLKMAN, LAURA M.

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

Alderson Boyd moved, seconded by Alderson Carpenter to approve Temporary Operator License Applications #1-3. Upon vote, motion carried unanimously.

Alderson Boyd moved, seconded by Alderson Hansen to approve Operator License Applications #1-9. Upon vote, motion carried unanimously.

12. Voucher Approval.

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

13. Future Agenda Items.

Alderson Hansen asked that the Board of Public Works review ways to proactively enforce the garbage enclosure ordinance.

14. Adjournment

Alderson Nelson moved, seconded by Alderson Carpenter to adjourn the meeting at 8:20 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Resolution #18-19 Regarding the Vacation of a Public Thoroughfare
(Walkway Easement from Quinnette Lane to Merrill Street,
Adjacent to Parcels ED-1129-Q-31 & ED-1129-Q-32).

On February 26, 2018 the Plan Commission unanimously recommended approval with a vote of 4-0.

ATTACHMENTS:

- Reso18-19 (DOCX)
- Public Hearing Notice - Walkway between Quinnette Merrill (PDF)
- Discontinuance - Quinnette & Merrill - Plan Commission Report (DOCX)
- Application Form (PDF)
- Mayor-CC-Quinnette Lane Vacation (DOCX)

RESOLUTION #18-19

REGARDING THE VACATION OF A PUBLIC THOROUGHFARE
(Walkway Easement from Quinnette Lane to Merrill Street, Adjacent to
Parcels ED-1129-Q-31 and ED-1129-Q-32)

WHEREAS, the Common Council of the City of De Pere has initiated the vacation and discontinuance of a portion of public thoroughfare in accordance with the requirements of Wis. Stats. §66.1003(4)(a); and

WHEREAS, the public interest may require the vacation of said right-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on April 17, 2018 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The portion of Lot 3, Block 1 and Lot 10, Block 4 of Quinnette Plat, more fully described as follows:

A 10 foot wide easement being part of vacated Voelker Street, Quinnette Plat, a Subdivision of Part of Lot 28 Assessors Subdivision, City of De Pere, Brown County, Wisconsin, the centerline of said 10 foot wide easement is described as follows:

Beginning at the intersection of the centerline of said vacated Voelker Street and the northerly right of way of Quinnette Lane; thence N26°12'12"E, 294.00 feet on said vacated centerline to the southerly right of way line of Merrill Street, the Point of Termination. The sidelines of said easement are lengthened or shortened to the existing right of way lines.

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All utility easements are retained. Said public right-of-way to be vacated is set forth on the scale map attached hereto and incorporated by reference herein as Exhibit A.

Resolution #18-19
Page 2 of 2

Section 2. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this resolution.

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 6th day of March, 2018.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of April, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso18-19 (6719 : Reso #18-19 Vacation of Public Thoroughfare (Quinette Lane to Merrill Street))

Publish: March 26th, April 2nd, and April 9th, 2018 in the Press Gazette (Class 3 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, April 17, 2018** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on a vacation of a public thoroughfare, a walkway easement from Quinnette Lane to Merrill Street, adjacent to Parcels ED-1129-Q-31 and ED-1129-Q-32, described as:

A 10 foot wide easement being part of vacated Voelker Street, Quinnette Plat, a Subdivision of Part of Lot 28 Assessors Subdivision, City of De Pere, Brown County, Wisconsin, the centerline of said 10 foot wide easement is described as follows:

Beginning at the intersection of the centerline of said vacated Voelker Street and the northerly right of way of Quinnette Lane; thence N26°12'12"E, 294.00 feet on said vacated centerline to the southerly right of way line of Merrill Street, the Point of Termination. The sidelines of said easement are lengthened or shortened to the existing right of way lines. All utility easements shall remain.

A map and detailed description of the proposed walkway vacation is available through the City of De Pere Development Services Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 26th day of March, 2018.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana D. Ledvina
City Clerk-Treasurer

- ITEM 5:** Review and recommendation for a Proposed Discontinuance of a Walkway Easement between the 1500-1600 BLK Quinnette Lane and Merrill Street in De Pere (Parcels ED-1129-Q-32 & ED-1129-Q-31, Adjacent to Parcels ED-1129-Q-48 & ED-1129-Q-41). Submitted by City of De Pere.*

PROPOSED WALKWAY DISCONTINUANCE

- REQUESTED ACTION:** Discontinuance of a walkway easement approval.*
- COMMON DESCRIPTION:** Between 1500-1600 BLK Quinnette lane and Merrill Street, located east from Knoll Terrace.
- PARCEL NUMBER(S):** ED-1129-Q-32 & ED-1129-Q-31, Adjacent to Parcels ED-1129-Q-48 & ED-1129-Q-41
- EXISTING ZONING:** R-1 (Single family Residence District)

PROPOSED ZONING:	None proposed.	
SURROUNDING LAND USES:	Public school to north. Single family residential or vacant to south, east, and west.	
COMPREHENSIVE PLAN:	Neighborhood Residential (Including Multi-Family)	
APPLICANT/OWNER NAME:	City of De Pere is applicant and controls the walkway easement.	Walkway easement on the following properties: Parcel ED-1129-Q-31 Matthew T & Courtney L. Stoehr, Land Owners 1526 Merrill Street De Pere, WI 54115-3333 Parcel ED-1129-Q-32 Shari L. Linskens, Land Owner 1527 Quinnette Lane De Pere, WI 54115-3338
SITE HISTORY:	After a review of air photographs and historical documents, the subject area was originally proposed to be a street on a 1958 plat titled, "Quinnette Plat." In 1960 an unbuilt proposed street in the subject area, named "Voelker Street," was vacated and a 10 foot wide walkway easement and utility easement was retained. The residential neighborhood, and school to the north, mostly developed in the late 1960's and 1970's. The area street system was developed with sidewalks that created a pedestrian access between Quinnette Lane and Merrill Street along Knoll Terrace, located 350 feet to the east of the subject walkway easement. A walkway was never built along the walkway easement. However, utilities were located within a utility easement within the same 10 foot wide area. If the walkway easement was discontinued, ownership of land would not change. Discontinuing the walkway easement would not cause any changes to the utility easement, which must be retained.	
STAFF REVIEW:	When reviewing a right-of-way vacation/discontinuance, staff utilizes the vacation process identified in Wisconsin State Statutes 66.103 and 66.105. The role of the Plan Commission in the process is determining if such a vacation/discontinuance is necessary, and if so, recommending to the Common Council that the right-of-way be vacated/discontinued. The following are factors for consideration: • The walkway was never built since the easement was established in 1960.	

- A property owner requested a discontinuance to the Mayor because the proposed walkway has never been built, does not seem necessary, and the property owner desires to build a fence in the area.
- The City took on the request as a City petition due to the City being the controller of the walkway easement.
- The function of the existing street and pedestrian system already allows for vehicle and pedestrian access between Quinnette Lane and the school property on Merrill Street via Knoll Terrace.
- If the walkway easement is discontinued, the utility easement must remain because there are existing underground storm water utilities within the easement.
- The act of discontinuing the walkway easement will not change the ownership of the privately owned lands upon which the easement lies.
- The existing private ownership of Parcels ED-1129-Q-31 and ED-1129-Q-32, where the easement lies, will not change as a result of the discontinuance.

All adjacent and underlying property owners have been notified of the discontinuance petition. City staff has also been informed that one of the property owners spoke verbally to each of the property owners about the petition. To date, no objecting comments have been received.

REVIEW PROCESS:

The Common Council will review the Plan Commission recommendation twice, first as a resolution on March 6, 2018 and then with a public hearing and resolution on April 17, 2018 where adjacent property owners will again be notified.

STAFF RECOMMENDATION:

Staff recommends APPROVAL and forwarding the walkway easement discontinuance to the Common Council for final approval with the following condition:

1. The existing 10 foot utility easement remains in place.

GENERAL LEGAL DESCRIPTION*

The eastern 10 feet of Quinnette Plat Lot 10 Ex 20 Ft & W 25 Ft VAC S Volker ST Lyg Adj to E/L SD Lot BLK 4, AND, the eastern 10 feet of Quinnette Plat Lot 9 & W 35 Ft of Vac S Volker ST Lyg Adj to E/L SD Lot 9 BLK 4, ESFR PC 35, City of De Pere, Brown County, Wisconsin.

**NOTE: An updated, more detailed legal description and exhibit map will be forwarded to the Common Council, should the Plan Commission recommend approval of this discontinuance.*

	CITY OF DE PERE APPLICATION FOR ROW VACATION	Fee: \$ 305.00
		Receipt #: _____
		Date: 12 FEB 2018

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) City of De Pere	Authorized Representative Peter Schleinz	Title Senior Planner / Zoning Administrator	
Mailing Address 335 S. Broadway Street	City De Pere	State WI	ZIP Code 54115
Email Address	Phone Number (incl. area code)	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)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Right of Way Requested to be Vacated

Name of ROW:	Sidewalk easement between 1500-1600 BLK Quinnette LN & Merrill ST
Legal Description to be Vacated: (Please attach map)	Map and general legal description included with staff report.

SECTION 4: Reason of Vacation

Reason for Requesting Vacation of ROW:	Unbuilt, not needed.
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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) Peter Schleinz, Authorized Agent	Title Senior Planner / Zoning Adm	Phone Number 920.339.4043
Signature of Applicant 		Date Signed 12 Feb 2018

Attachment: Application Form (6719 : Reso #18-19 Vacation of Public Thoroughfare (Quinnette Lane to Merrill Street))

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Common Council
 From: Judith Schmidt-Lehman, City Attorney
 RE: Resolution #18-19
 Vacating a Walkway Easement from Quinnette Lane to Merrill Street
 Date: March 6, 2018

The statutory process for the City to initiate a public way vacation is a bit out of the ordinary. Since the City Council does not vacate a public way often, I thought I would send along this memo to explain the process.

Under Wis. Stats. §66.1003, the City may initiate vacating a public way. This is done by the Council introducing the vacation resolution at a Council meeting. The matter is then set for public hearing, with the same resolution coming back before the Council for action at that public hearing.

Therefore, the action to be taken at the March 6, 2018 meeting as to the above Resolution is merely to refer the Resolution forward for a public hearing. It will then be placed on the Council agenda at the time of public hearing, at which time the merits of the vacation can be debated and acted upon.

If you have any questions regarding this process, please let me know.

JSL

J:\Law\Memos\2018\Mayor-CC Quinnette Walkway Eastment Vacation3-6-18.docx

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: LifeQuest Services billing presentation on behalf of the Fire Department.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Plan Commission recommendation to approve a Proposed Extraterritorial Two Lot Certified Survey Map at 4500 BLK Heritage Heights in the Town of Ledgeview (Parcel D-447-3). Submitted by David J. Chrouser, PLS.

Plan Commission unanimously recommended approval of the request with a vote of 5-0.

ATTACHMENTS:

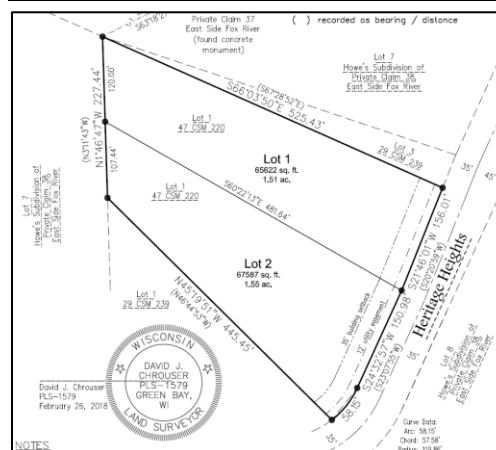
- Extraterritorial CSM - 4500 BLK Heritage Heights in Ledgeview Plan Commission Report (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

- ITEM 3:** Recommendation regarding a Proposed Extraterritorial Two Lot Certified Survey Map at 4500 BLK Heritage Heights in the Town of Ledgeview (Parcel D-447-3). Submitted by David J. Chrouser, PLS.*

SITE MAP



PROPOSED CERTIFIED SURVEY MAP AREA



REQUESTED ACTION: Extraterritorial Certified Survey Map Review.

COMMON DESCRIPTION: Town of Ledgeview, located on Heritage Heights, which is northeast from the Heritage Road (CTH X) and Hyland Court intersection.

PARCEL NUMBER(S):	D-447-3	
EXISTING ZONING:	Town of Ledgeview identifies the zoning as “Rural Residential” with lot sizes ranging from one to ten acres in size.	
PROPOSED ZONING:	No new zoning proposed.	
SURROUNDING LAND USES:	Agricultural/vacant to the north and east. Residential and wooded to the south and west.	
COMPREHENSIVE PLAN:	Located in Town of Ledgeview.	
APPLICANT/OWNER NAME:	David J. Chrouser, PLS Authorized Representative 400 Security BLVD Green Bay, WI 54313	May John C & Julie A Revocable Trust Owner 345 S Monroe AV Green Bay, WI 54301-4043
SITE HISTORY:	After a review of air photographs, the property has been vacant/wooded or used for agricultural purposes since 1938. The property is within the Sewer Service Area for the Town of Ledgeview. There are no known environmentally sensitive areas identified, but there are some steep slopes on the property.	
STAFF REVIEW:	When reviewing an extraterritorial Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code for general requirements and design standards, required improvements, and public sites and open spaces. Staff also considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. • The site is presently vacant of any structures. • The proposed division will create two lots for single family residential use. The original parcel is 3.1 acres in size. The proposed Lot 1 on the CSM is 1.5 acres in size with 156.0 feet of street frontage and proposed Lot 2 is 1.6 acres in size with 209.2 feet of street frontage. The proposed lots each meet the city requirements of 75 feet of street frontage and 0.2 acres of lot area. The proposed lots also meet the Town of Ledgeview requirements of 150 feet frontage, 1.4 acres of lot area, 35-foot street setback, 25 foot side yard setback, and 25 foot rear yard setback. In summary, the extraterritorial Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division does not impact the Comprehensive Plan negatively. The proposed lot size, street frontage, and setbacks meet acceptable City requirements.	

REVIEW PROCESS

For extraterritorial Certified Survey Map petitions the Plan Commission recommends either approval, rejection, or approval with conditions. The Common Council reviews the Plan Commission recommendation and makes the final decision on the Certified Survey Map. The anticipated Common Council review date is April 4, 2018 (Wednesday).

STAFF RECOMMENDATION:

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

1. Meeting all other state and local regulations, including the Town of Ledgeview and Brown County Planning Commission.

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: \$ 368.00
		Receipt #: 129989
		Date: 3-01-18

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Mau & Associates	Authorized Representative David J. Chrouser	Title Professional Land Surveyor	
Mailing Address 400 Security Blvd.	City Green Bay	State WI	ZIP Code 54313
Email Address dchrouser@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) John May	Contact Person John May	Title	
Mailing Address 345 S Monroe Ave	City Green Bay	State WI	ZIP Code 54301
Email Address jmay@baytitle.com	Phone Number (incl. area code) 920-431-6100	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 4400 Block Heritage Heights	Parcel No. D-447-3
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SECTION 4: CSM Information

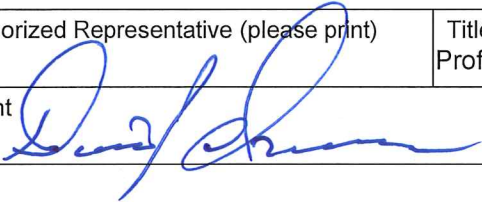
Existing Zoning:	RR
Present Use of Parcel:	open grassy area / farm field
Proposed Use of Lots:	single family residential

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

SECTION 5: Certification and Permission

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

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

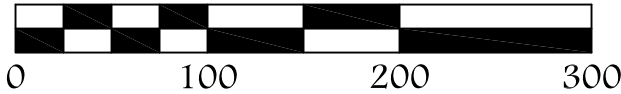
Name of Owner/Authorized Representative (please print) David J. Chrouser	Title Professional land surveyor	Phone Number 920-434-9670
Signature of Applicant 		Date Signed 02/26/2018

TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.	15-01 MAR 2018
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Certified Survey Map

All of Lot 1, Volume 47, Certified Survey Maps, Page 220, Map No. 7019, Document No. 2101472, Brown County Records, being located in part of Lot 7 Howe's Subdivision of Private Claim 38, East Side of Fox River, Town of Ledgview, Brown County, Wisconsin.



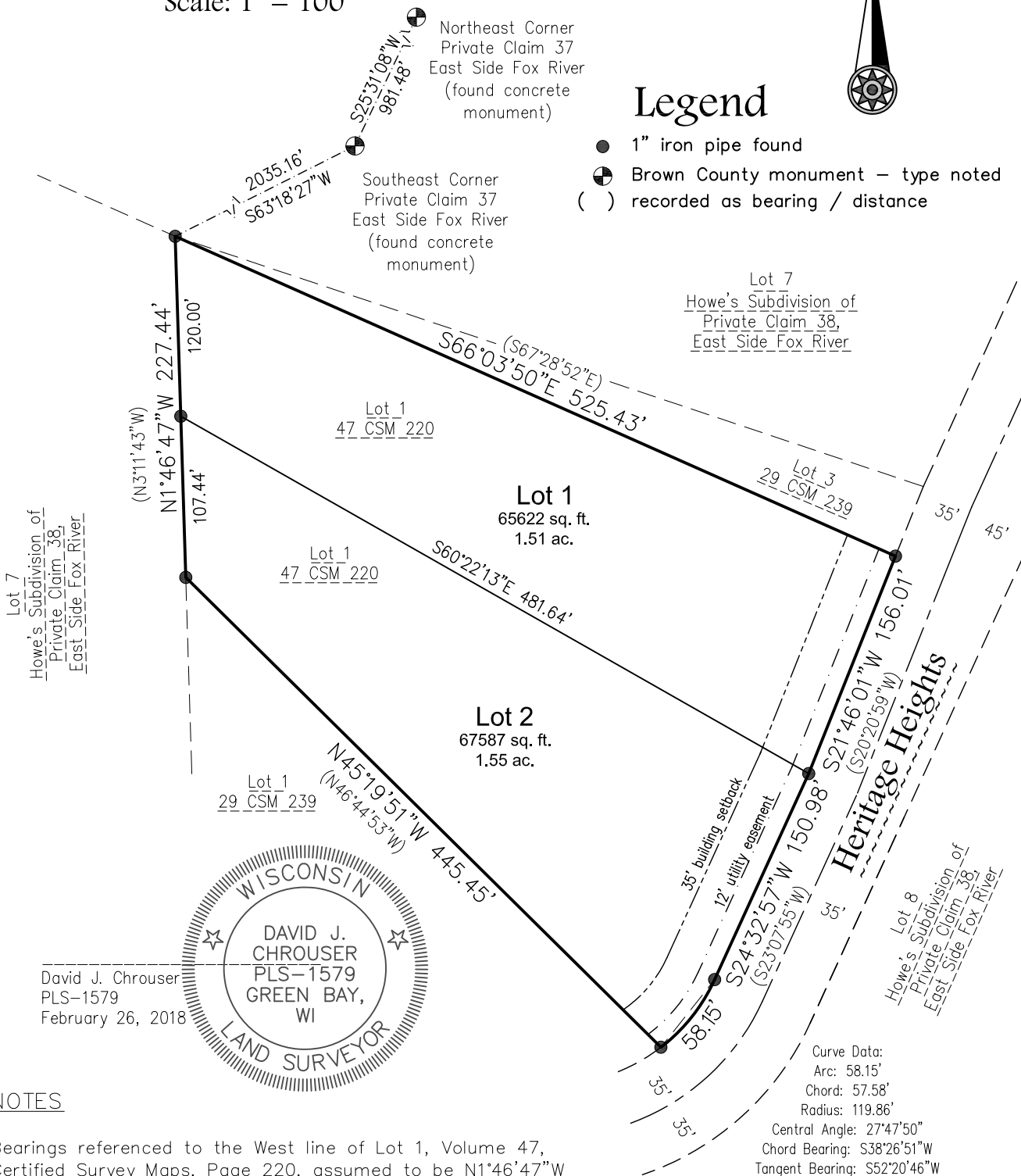
Scale: 1" = 100'

North



Legend

- 1" iron pipe found
- ⊙ Brown County monument – type noted
- () recorded as bearing / distance



NOTES

Bearings referenced to the West line of Lot 1, Volume 47, Certified Survey Maps, Page 220, assumed to be N1°46'47"W

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

Client: John May
Tax Parcel: D-447-3
Drafted By: MRA
File: W-28398CSM 022318.dwg
Data File: W-28398.txt

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

Sheet One of Three
Project No.: W-28398
Drawing No.: L-10292
Fieldwork Completed: 02/23/2018

Attachment: Preliminary CSM (6829 : Plan Commission recommendation to approve a Proposed Extraterritorial Two Lot Certified Survey Map a)



Attachment: Preliminary CSM (6829 : Plan Commission recommendation to approve a Proposed Extraterritorial Two Lot Certified Survey Map a)

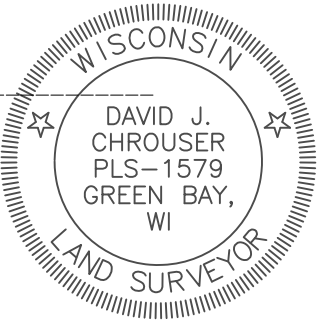
SURVEYOR’S CERTIFICATE

I, David J. Chrouser, Professional Land Surveyor, PLS–1579, do hereby certify that I have surveyed, divided and mapped all of Lot 1, Volume 47, Certified Survey Maps, Page 220, Map No. 7019, Document No. 2101472, Brown County Records, being located in part of Lot 7 Howe’s Subdivision of Private Claim 38, East Side of Fox River, Town of Ledgview, Brown County, Wisconsin.

Parcel contains 133,209 square feet / 3.06 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 Ledgview, and the Brown County Planning Commission in surveying, dividing and mapping the same.

David J. Chrouser
PLS–1579
February 26, 2018



CERTIFICATE OF THE BROWN COUNTY PLAN COMMISSION

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

Dan Teaters
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

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

Paul D. Zeller Date
Brown County Treasurer

CERTIFICATE OF THE TOWN OF LEDGEVIEW

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

Sarah K. Burdette
Town Clerk

NOTES

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

RESTRICTIVE COVENANTS

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



As Owners, we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented hereon. We also certify that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

John C. and Julie A May Revocable Trust u/a dated 2/20/96 John C. May – Trustee	John C. and Julie A. May Revocable Trust u/a dated 2/20/96 Julie A. May – Trustee
--	--

Notary Public
Brown County, Wisconsin

My Commission Expires _____

CERTIFICATE OF THE CITY OF DE PERE

Shana Ledvina
City Clerk

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

John C. and Julie A May Revocable Trust u/a dated 2/20/96, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

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

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

WISCONSIN

DAVID J.
CHROUSER
PLS-1579
GREEN BAY,
WI

LAND SURVEYOR

Sheet Three of Three
Project No.: W-28398
Drawing No.: L-10292

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #18-20 Urging State Legislators to Give Full Consideration to, and Ultimately Adopt Enhanced Safety Measures Relating to Firearms and Ammunition.

At its meeting on March 13, the Finance/Personnel Committee approved this item with a vote of 3-1. On March 20, the Common Council approved a Motion to Refer Back to Staff with a vote of 5-4.

ATTACHMENTS:

- Reso18-20 (DOCX)

RESOLUTION #18-20

URGING STATE LEGISLATORS TO GIVE FULL CONSIDERATION TO, AND
ULTIMATELY ADOPT ENHANCED SAFETY MEASURES RELATING TO
FIREARMS AND AMMUNITION

WHEREAS, the federal government has been unwilling to adopt meaningful gun safety reform, providing the impetus for states to address ways to prevent mass shootings on their own; and

WHEREAS, the State of Wisconsin has refused to enact meaningful gun reform measures that would work to prevent mass tragedies frequently seen across the nation; and

WHEREAS, Wis. Stats. §66.0409 preempts municipalities from enacting gun regulation or reform measures more stringent than state statutes; and

WHEREAS, children across the nation live with the constant threat of an active shooter while attending school, while state elected officials continue to refuse to make meaningful policy changes that could lessen the frequency of these tragedies; and

WHEREAS, all citizens of our country face the threat of an active shooter when in a public space due to the ease in which high powered firearms designed for warfare and high capacity magazines can be bought and sold; and

WHEREAS, under current state law, firearms can be purchased privately without a background check, increasing the ability of those with nefarious intentions or criminal backgrounds to obtain firearms; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of De Pere hereby petitions the legislature of the State of Wisconsin to give full consideration to, and ultimately adopt enhanced safety measures related to the buying and selling of firearms and ammunition. Specific reforms could include strengthened background checks for all gun purchases, magazine capacity limitations and an increase in the minimum age requirement to purchase any type of firearm.

BE IT FURTHER RESOLVED THAT:

The Clerk-Treasurer is authorized and directed to provide a copy of this Resolution to the Governor Scott Walker, Senators David Hansen and Robert Cowles, and Assembly Representatives John Macco, David Steffen, and Andre Jacque.

Resolution #18-20
Page 2 of 2

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin this 17th day of

April, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #18-32 Authorizing County Trunk Highway
Jurisdictional Revisions on County Highway G (Main Avenue) from
I-41 to Broadway Street.

The Board of Public Works at the April 9, 2018 approved a jurisdictional transfer of Main Avenue from I-41 to Broadway Street from Brown County to the City of De Pere.

The City is in the process of constructing the Main and Lawrence Roundabout. Staff recently received information that Main Avenue, between I-41 and Eighth Street may still be County jurisdiction.

Background

Main Avenue, between I-41 and Eighth Street was STH 32. Several years ago, the City installed signals at Main Avenue and Tenth Street. At that time, the Wisconsin Department of Transportation changed control of this section back to local jurisdiction. The City has been maintaining this section of Main Avenue since that time. Prior to being STH 32, Main Avenue was CTH G. There is confusion on whether “local jurisdiction” meant County or City. Both the City and County have been considering this segment to be City jurisdiction.

The proposed jurisdictional transfer is to include the entire section of Main Avenue, from I-41 to Broadway Street. This will make it clear to all parties involved that the portion of Main Avenue from I-41 to Broadway Street is under City jurisdiction where not under State of Wisconsin authority (STH 32). CTH G therefore will end at Broadway Street on the east side and the westerly section of CTH G from CTH GE to I-41 will be renamed CTH GF to avoid segmentation confusion.

Brown County staff is taking a similar recommendation to their Planning Development and Transportation Committee.

ATTACHMENTS:

- Reso18-32 (DOCX)

RESOLUTION #18-32

AUTHORIZING COUNTY TRUNK HIGHWAY JURISDICTIONAL REVISIONS
ON COUNTY HIGHWAY G (MAIN AVENUE) FROM I-41 TO BROADWAY STREET

WHEREAS, Wis. Stats. § 83.025 authorizes the County Board to make changes in the County Trunk Highway System if it deems that the public good is best served thereby, such revisions to the highway system must be with the consent of the Wisconsin Department of Transportation and approval of the governing body of the city, village or town in which the proposed change is located; and

WHEREAS, due to confusion over right-of-way jurisdiction along the corridor from I-41 to Broadway Street, the City has requested that jurisdiction over that portion of Main Avenue from the I-41 northbound on/off ramps to the intersection with Broadway Street (1.48 miles), be transferred from a County Highway to a City of De Pere street; and

WHEREAS, as part of this jurisdictional transfer, the portion of CTH G from CTH GE to the I-41 northbound on/off ramps will be renamed to CTH GF; and

WHEREAS, this matter has been reviewed by the Board of Public Works, which recommends approval thereof.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council approves of and accepts jurisdiction over the segment of W. Main Avenue from the I-41 northbound on/off ramps to the intersection with Broadway Street being removed from the County Trunk Highway System and jurisdictionally transferred to the City of De Pere, effective on the date of Wisconsin Department of Transportation approval.

BE IT FURTHER RESOLVED THAT:

Upon adoption of this Resolution, the City Clerk-Treasurer will submit two (2) copies to the Wisconsin Department of Transportation, Northeast Region, Green Bay, for approval, and that this Resolution shall take effect on the date of Wisconsin Department of Transportation approval, upon receipt of appropriate action from the City of De Pere evidencing their concurrence with this Resolution.

Resolution #18-32

Page 2 of 2

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin this 17th day of April, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-32 (6865 : Resolution #18-32 Jurisdictional Transfer of CTH G (Main Avenue) from Brown County to City of DP)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-33 Authorizing Amendment to Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the City of De Pere and CMR, LLC (2125 American Boulevard).

At their meeting on April 10, 2018, the Finance/Personnel Committee voted unanimously to approve terms for Purchase/Sale Agreement Amendment with CMR, LLC for the Battlehouse/Ninja Warrior project.

See attached Memo for additional information.

ATTACHMENTS:

- Reso18-33 (DOCX)
- Mayor-CC-CMR Amendment4-17-18-194-001-17 (PDF)
- CMR LLC Amendment to Sale-Purchase Agreement4-17-18-194-001-17 (PDF)
- Exhibit 1-CMR Amendment to Sale Purchase (PDF)
- Battlehouse Ninja Warrior FP DA Amend Memo 4-10-18 (DOCX)

RESOLUTION #18-33

AUTHORIZING AMENDMENT TO AGREEMENT REGARDING THE SALE
AND PURCHASE OF CERTAIN BUSINESS PARK PROPERTY BETWEEN
THE CITY OF DE PERE AND CMR, LLC
(2125 American Boulevard)

WHEREAS, the City and CMR, LLC are parties to an Agreement regarding the sale and purchase of 2.734 acres of property in the City's West Business Park; and

WHEREAS, CMR, LLC and City wish to amend the Agreement to provide for increased Developer's incentive based upon increased project costs and other delays not attributed to Developer, including an increase in guaranteed taxable value with a corresponding increase in TID incentive, as set forth in the Amendment attached hereto and incorporated by reference.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the City of De Pere and CMR, LLC as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of April, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-33 (6876 : Resolution #18-33 Authorizing Amendment-CMR, LLC)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Common Council
 From: Judith Schmidt-Lehman, City Attorney
 RE: Amendment to Agreement With CMR, LLC (Battlehouse)
 Date: April 17, 2018 (meeting date)

At the April 10, 2018 Finance/Personnel Committee meeting, the Committee approved amending the existing Agreement with CMR, LLC to include additional Developer grant monies corresponding to an increase in the guaranteed value of the development. Specifically, an additional \$94,500.00 in grant incentives was approved on the following schedule:

- \$64,500 payable within 15 days of Amendment approval
- \$30,000 payable upon issuance of certificate of occupancy

After the Committee meeting, I spoke with CMR, LLC representative Cindy Leiterman, who was at the meeting. She informed me that a partial certificate of occupancy had been issued the week prior for the ½ of the building that was complete.

With that information, staff is recommending revising the payment schedule of the additional grant incentive so that the entire \$94,500 is payable within 15 days of approval of the Amendment. Under the original Agreement, the City will still be holding \$30,000 in grant incentive until the entire development receives the required certificate of full occupancy.

If you have any questions regarding this matter prior to the Council meeting, please feel free to call me at 339-4042 or Kim Flom at 339-2370.

JSL

J:\Law\Memos\2018\Mayor-CC-CMR Amendment4-17-18-194-001-17.docx

**AMENDMENT TO AGREEMENT REGARDING THE SALE AND PURCHASE OF
CERTAIN BUSINESS PARK PROPERTY BETWEEN THE
CITY OF DE PERE AND CMR, LLC**
(2125 American Blvd.)

WHEREAS, the City of De Pere (“City”) and CMR, LLC (“Developer”) (hereinafter “the Parties”) entered into the Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the Parties on April 12, 2017 (“the Agreement”); and

WHEREAS, a copy of the Agreement is attached hereto and incorporated herein by reference as Exhibit 1; and

WHEREAS, the Agreement provided for Developer to construct an indoor recreation facility within City’s Tax Increment Financing District #11 (TID #11); and

WHEREAS, under the Agreement, certain Developer incentives were to be provided by City to Developer based upon the expected taxable value of Developer’s facility upon final completion; and

WHEREAS, new soil classifications for wetlands and other delays not attributed to Developer resulted in increased project costs for the facility, and the Parties wish to amend the Agreement to provide for increased Developer’s incentive based upon an increase in the guaranteed taxable value of the facility.

NOW, THEREFORE, upon the mutual promises and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to Amend the Agreement as follows:

1. The **Guaranteed Value** as noted in paragraphs I. E., V.B.1., and any other reference thereto in the Agreement, is changed from Eight-Hundred Thousand Dollars (\$800,000.00) to One Million Dollars (\$1,000,000.00).

2. The date by which Developer warrants the Guaranteed Value is attained is changed from January 1, 2018 to January 1, 2019.
3. Paragraph VI.A.2. is deleted and replaced with the following:
 2. City shall also pay to Developer four Project Grants totaling One Hundred Fifty Thousand Eight-Hundred Ten and no/100 dollars (\$150,810.00) to defray the costs of the Building Development. Such Grants shall be paid on the following schedule:
 - a. The first Project Grant in the amount of Twenty-Six Thousand Three Hundred Ten and no/100 Dollars (\$26,310.00) shall be made after approval of the completed footings and foundation by the Building Inspection Department. The Parties acknowledge that this Grant payment has been made and received.
 - b. The second Project Grant in the amount of Sixty-Four Thousand Five Hundred and no/100 dollars (\$64,500.00) shall be made within 15 days of the full execution of this Amendment.
 - c. The third Project Grant in the amount of Thirty-Thousand and no/100 Dollars (\$30,000.00) shall be payable after the issuance of a certificate of partial occupancy by the Development Service Department. The Parties acknowledge that a certificate of partial occupancy has been issued by the Development Services Department. Therefore, this grant payment shall be made not more than fifteen (15) days from the full execution of the Amendment.
 - d. The fourth and final Project Grant in the amount of Thirty-Thousand and no/100 Dollars (\$30,000.00) shall be payable not more than fifteen (15) days after the issuance of a certificate of full occupancy by the Development Service Department.
4. All other terms and conditions of the Agreement remain in full effect and unchanged by this Amendment.

(Signatures follow on page three)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the _____ day of _____, 2018.

CMR, LLC

By:

City of De Pere

By:

Print Name: Cindy Leiterman
Title: Managing Member

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

STATE OF WISCONSIN)
BROWN COUNTY)SS.
)

Personally came before me this ____ day of _____, 2018, the above named Mark Soderland, known as the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission expires:_____.

Drafted by: Judith Schmidt-Lehman

J:\Law\Agreements\2018\CMR, LLC Amendment to Sale-Purchase Agreement4-17-18-194-001-17.docx

STATE OF WISCONSIN)
BROWN COUNTY)SS.
)

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

Notary Public, State of Wisconsin
My Commission expires:_____.

Exhibit 1

AGREEMENT REGARDING THE SALE AND
PURCHASE OF CERTAIN BUSINESS PARK
PROPERTY BETWEEN THE CITY OF DE PERE
AND CMR, LLC



8 0 3 7 8 0 0 3
Tx:40250542

1.11.d

Document Number

Document Title

2782916

CHERYL BERKEN
BROWN COUNTY RECORDER
GREEN BAY, WI
RECORDED ON
04/18/2017 12:40 PM
REC FEE: 30.00
EXEMPT #
PAGES: 31

Recording Area

Name and Return Address

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

W31

WD-L179-3-1, WD-L179-4 and WD-L179-5-1

Parcel Identification Number (PIN)

Legal Description:

Lot Two (2), Volume 62 Certified Survey Maps, Page 225, Map No. 8764, said map located in the Northwest ¼ of the Northwest ¼, Section 5, Township 22 North, Range 20 East, in the City of De Pere, West side of Fox River, Brown County, Wisconsin.

**AGREEMENT REGARDING THE SALE AND PURCHASE OF CERTAIN
BUSINESS PARK PROPERTY BETWEEN THE
CITY OF DE PERE AND CMR, LLC**
(American Blvd. at Red Maple Road)

THIS AGREEMENT, made and entered into this 12th day of April, 2017, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and CMR, LLC ("Developer").

RECITATIONS

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

WHEREAS, Developer desires to enter into an agreement to purchase the real property historically known as Parcels WD-L179-3, WD-L179-4 and WD-L179-5-1, now identified as Lot 2 Certified Survey Map Volume 62 Page 225, Brown County Map 8764, attached hereto and incorporated by reference as Exhibit A, comprising approximately 2.734 acres, for the purpose of constructing a building for indoor recreation use thereon; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 11 (TID #11) as and for the benefit of industrial and other development within the District; and

WHEREAS, Developer's intended development is consistent with the Project Plan for TID #11 and will be beneficial to the City; and

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

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

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

I. DEFINITIONS

- A. Assessed Value** means the value placed upon the Building Development by the city assessor under Chapter 70, Wisconsin Statutes.
- B. Building Development** means the real estate and building improvements contemplated by the Parties as approved by the City Plan Commission on the Subject Property. Building Development and Subject Property can/are used interchangeably after the certificate of occupancy is issued by the Building Inspection Department.
- C. Certificate of Occupancy** means the certificate issued by the Building Inspection Department upon completion of the Building Development so as to permit occupancy of the same.
- D. District and/or TID #11** means City of De Pere Tax Increment Financing District No. 11. TID #11 is statutorily scheduled to close as of December 31, 2034.
- E. Guaranteed value** means Eight-hundred thousand dollars (\$800,000.00).
- F. PILOT** means payment in lieu of tax, which is calculated pursuant to Section V.C. of this Agreement.
- G. Project** means the building improvement which, together with the real estate, comprises the Building Development.

H. **Subject Parcels** means the real property described in Paragraph III.

II. **PURCHASE OF REAL ESTATE.** Developer agrees to purchase, and City agrees to sell, the 2.734 acre parcel of real estate legally described as:

Lot 2 of Certified Survey Map Volume 62 Page 225, Brown County Map # 8764, being a part of Lot 1 of Volume 26 of Certified Survey Map, Page 26, Map #4189, part of Lot 1 and 2, Volume 31 of Certified Survey Map, Page 77, Map #4822, all of Outlot 1, Volume 40 of Certified Survey Map Page 322, Map #6146, all of Lot 1, Volume 47 of Certified Survey Map Page 64, Map #6967, all of Lot 3, Volume 62 of Certified Survey Maps, Page 70, Map #8722, part of Silver Maple Lane vacated in Document Number 1907186, all being located in part of the Northwest ¼ of the Northwest ¼, Section 5, T 22 N, R 20 E, City of De Pere, Brown County, Wisconsin.

Such property shown Exhibit A and identified in this Agreement as the "Subject Parcel."

A. **Purchase Price.** The purchase price for the Subject Parcel shall be \$35,000.00 per acre, plus each fraction thereof for a total purchase price of Ninety-five thousand six hundred ninety and no/100 dollars (\$95, 690.00) (\$35,000.00 x 2.734).

B. **Municipal Improvements and Utilities.** The purchase price for the Subject Parcels covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer [five (5) year event maximum discharge], sanitary sewer, municipal water, and by the following private utility improvements: electric and natural gas services. All of such improvements and utilities are available and located in the existing American Boulevard and dedicated Southbridge rights-of-way adjacent to and abutting Parcel WD-L179-3 as follows:

1. Municipal water is located in American Boulevard across the street to the west of the Subject Parcel (adjacent to Parcel WD-L179-1);

2. Sanitary sewer is located in dedicated Southbridge right-of-way to the south of the Subject Parcel;
3. Storm sewer connection is located in American Boulevard right-of-way at the southwest corner of the subject parcel.

The purchase price however is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Parcels.

III. CLOSING PROCEDURE. Closing shall take place on or before April 12, 2017 at De Pere City Hall unless the parties otherwise agree in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

A. Evidence of Title/Title Defects. City shall at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least ten (10) calendar days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall cause, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the

extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

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

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

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

D. Access Prior to Closing. City shall permit Developer access to the Subject Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

IV. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.**A. Voluntary Party Liability Exemptions (VPLE) Status of Subject Property.**

1. City has made application to the Wisconsin Department of Natural Resources (WDNR) for VPLE status for the subject property under Wis. Stats. §292.15. Under such statute, VPLE status will exempt the City and eligible future owners of the Subject Property, including Developer, from future liability under most provisions of Wisconsin's spill law as well as certain hazardous and solid waste laws with respect to the hazardous substances cleaned up on the Subject Property by the City.

Environmental assessments, remedial action plans and clean-up work have been approved by the WDNR. City is preparing and intends to submit promptly for a Certificate of Completion covering the property. VPLE status shall be effective upon City's receipt of the Certificate of Completion. Pursuant to Wis. Stats. §292.15(3), said exemption applies to any successor or assign as provided thereunder.

2. Developer acknowledges that the environmental clean-up on the Subject Property is sufficient for WDNR purposes for industrial uses of the subject property. Developer further acknowledges that any non-industrial use of the property shall be subject to such rules

and regulations as the WDNR may require and that the costs therefore are Developer's costs and not the City's.

3. Should VPLE status not be obtained, City shall defend and save harmless Developer, its officers, officials, employees and agents from any environmental condition of the property identified in the Phase I and Phase II environmental reports completed by Robert E. Lee & Associates, dated October 21, 1998 and May 11, 1999, respectively. Copies of both environmental reports have been provided to Developer.

B. Flood plain or wetlands. The City has not obtained, and under this Agreement is not required to obtain, a shoreland-wetland delineation study for the Subject Parcels and makes no representations regarding wetlands and the Subject Parcels. The Subject Parcels are not currently identified as flood plain under Chapter 15 De Pere Municipal Code.

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

V. DEVELOPER OBLIGATIONS

A. Construction

1. Site Plan. Developer has, subject to the conditions on approval placed by the City Plan Commission, received approval of its site plan submitted to the City Plan Commission. A copy of said site plan, together

with the Plan Commission imposed conditions of approval, is attached hereto and incorporated by reference as collective Exhibit B.

Developer shall comply with all City codes, including the City's Building Code and the City's Planning and Development Standards for the Business Park in its construction activities and all required permits shall be obtained prior to commencement of any construction activity. Review and approval thereof may be subject to additional reasonable conditions imposed at the reasonable discretion of City. If the provisions of this paragraph are not complied with, the City may proceed as provided in Section V.A.3. below,

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

3. Failure to Substantially Develop.

a. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of paragraph 2, above, City may, by certified mail, inform Developer of such failure.

b. City Repurchase. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory plan or substantially developed the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property, less the Developer's Grant paid under paragraph VI.A.1., less any real property taxes due or liens or judgments of record. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and transfer and recording fees. The parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the subject property.

c. Improvements. If repurchase is made under this section, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon.

d. Force majeure. If Developer is delayed from achieving substantial development as required in this Agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force

majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

4. Certificate of Occupancy. The project shall be completed with the certificate of occupancy issued by the Building Inspection Division on or before January 1, 2018.

B. Valuation warranties.

1. Developer warrants that the Guaranteed Value of the Building Development as of January 1, 2018 shall be Eight Hundred Thousand Dollars (\$800,000.00). To that end, Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District to appeal the assessed value of the Building Development, assert a claim of unlawful tax, assert a palpable error, or otherwise challenge, under any existing or newly created right in the future under Wisconsin or Federal laws, the value of the Building Development below the Guaranteed value for the duration of the life of the District. The aggregate of the Developer's incentives is based upon the Completed Development having an assessed value for real property tax purposes, of not less than the Guaranteed Value. If the Assessed Value of the Completed Development is less than the Guaranteed Value, Developer and its successors and assigns agree that the provisions of Section V.B. shall control.

2. Property to remain taxable. For the duration of the life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Subject Property to an entity whereby such sale or lease would cause such portion of the Subject Property to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Subject Property during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the subject Property or any portion thereof to become tax exempt. Should the Property nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that PILOT shall then be made by the owner of the Subject Property in accordance with the process set out in Paragraph V.D. below.

C. Calculations of any PILOT required under this Agreement shall be as follows:

If Assessed Value falls below the Guaranteed Value:

1. The Assessed Value of the Completed Property shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mil- rate for all taxing jurisdictions established for each tax year for the east side of De Pere. The product of

which shall be the total PILOT, due and payable on or before October 15 of the year due.

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

VI. CITY OBLIGATIONS

A. Developer Incentives.

1. City shall make to Developer a Developer's Grant in the amount of Ninety-five thousand, six hundred ninety and no/100 Dollars (\$95,690.00), which shall be payable to Developer upon closing of the purchase of the Fee Parcel.

2 City shall also pay to Developer two Project Grants totaling fifty-six thousand three hundred ten and no/100 dollars (\$56,310.00) to defray the costs of the Building Development. Such Grants shall be paid on the following schedule:

- a. The first Project Grant in the amount of twenty-six thousand three hundred ten dollars (\$26,310.00) shall be payable not more than fifteen (15) days after approval of the completed footings and foundation by the Building Inspection Department.
- b. The second Project Grant in the amount of thirty

thousand dollars (\$30,000.00) shall be payable not more than fifteen (15) days after the issuance of the certificate of occupancy by the Building Inspection Department.

VII. DEFAULT PROVISIONS.

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

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

VIII. MISCELLANEOUS.

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding on all subsequent owners of the Subject Parcel as

applicable. This Agreement and any Amendment thereto may be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Neither party may assign this agreement except upon written consent thereof, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

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

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

1. If to Developer:

CMR, LLC
Attn: Cindy Leiterman
1151 Crooks Street
Green Bay, WI 54301

With a Copy to:

2. If to City:

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

With a copy to:

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

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

F. Entire Agreement. This agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

[Signatures on following page]

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

CMR, LLC

By:



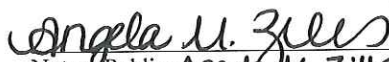
Print Name: MARK E. SODERLUND
Title: Member

Print Name:
Title:

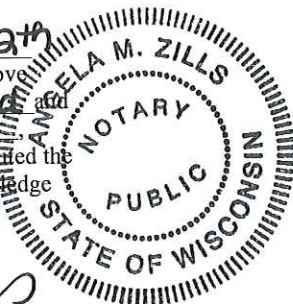
STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this 12th
day of April, 2017, the above
named Mark E. Soderlund

known as the person(s) who executed the
foregoing instrument and acknowledge
the same.


Notary Public: Angela M. Zills
My Commission expires: 4/15/2018.

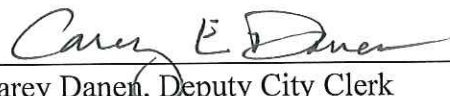
Drafted by: Judith Schmidt-Lehman



CITY OF DE PERE

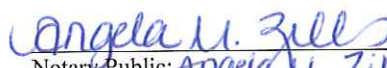
By:


Michael J. Walsh, Mayor


Carey Danen, Deputy City Clerk

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this 12th
day of April, 2017, the above
named Michael J. Walsh, Mayor and
Carey Danen, Deputy City Clerk
known as the persons who executed
the foregoing instrument and
acknowledge the same.

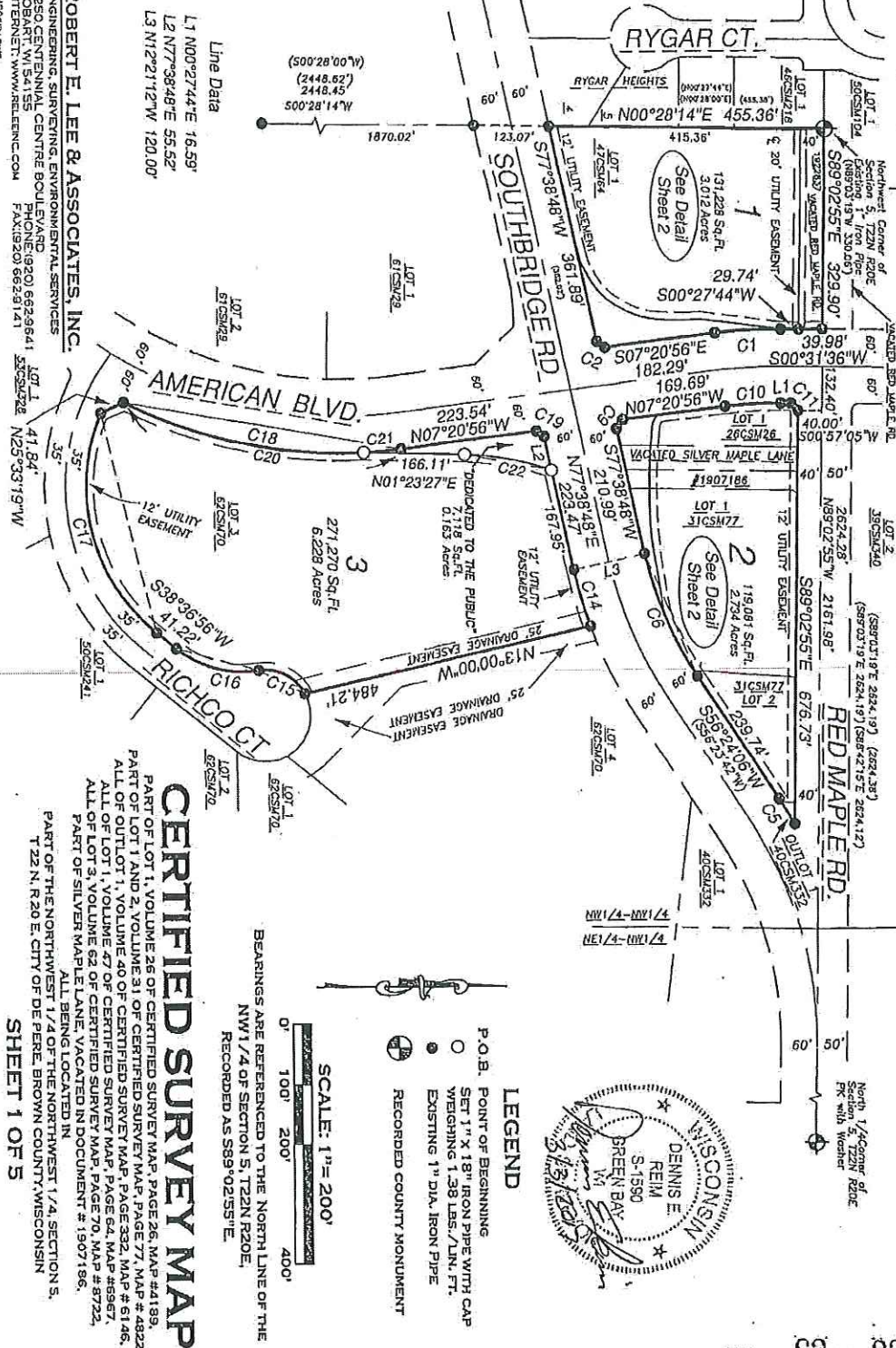

Notary Public: Angela M. Zills
My Commission expires: 4/15/2018.



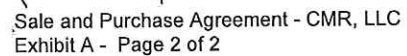
2779104

8764

ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOUSTON, TX 77055
PHONE: (281) 662-9641
FAX: (281) 662-9141
WWW.REEINC.COM

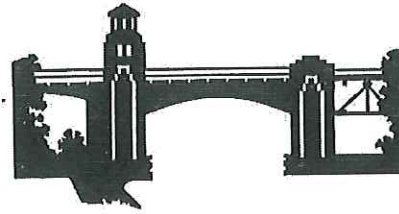


CERTIFIED SURVEY MAP
PART OF LOT 1, VOLUME 26 OF CERTIFIED SURVEY MAP, PAGE 26, MAP #4189,
PART OF LOT 1 AND 2, VOLUME 31 OF CERTIFIED SURVEY MAP, PAGE 77, MAP #4822,
ALL OF LOT 1, VOLUME 40 OF CERTIFIED SURVEY MAP, PAGE 32, MAP #6146,
ALL OF LOT 1, VOLUME 47 OF CERTIFIED SURVEY MAP, PAGE 64, MAP #8967,
ALL OF LOT 3, VOLUME 62 OF CERTIFIED SURVEY MAP, PAGE 70, MAP #8722,
PART OF SILVER MAPLE LANE, VACATED IN DOCUMENT # 1907186,
ALL BEING LOCATED IN
PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 5,
T22 N, R20 E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN
SHEET 1 OF 5



CITY OF DE PERE

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



April 4, 2017

Steve Bieda, PLS
400 Security Blvd.
Green Bay, WI 54313

RE: Site Plan Review for new building and parking lot at 1463 Red Maple Rd (Parcels WD-L179-3-1, WD-L179-4, WD-L179-5-1)

Dear Mr. Bieda:

Thank you for the site plan application for Battlehouse/Ninja Warrior for a new building, located at 1463 Red Maple Rd. The City of De Pere Plan Commission reviewed your Site Plan application on 4/03/17. The Plan Commission recommended **approval** of the request subject to the following conditions and comments identified by City Staff:

Engineering:

1. Provide a map of the critical route for flow off the site during construction to correspond with the WDNR Soil Loss & Sediment Discharge Calculation Tool.
2. Provide erosion control plans
3. Provide construction staging plan
4. Label the material of the parking lot, curb sizes and all concrete depths and widths
5. Driveway approach off Red Maple Drive may remain asphalt; however an eight-inch concrete sidewalk section is required.
6. Driveway approach off American Boulevard needs a sidewalk section. All concrete will need to be 8-inch thick.
7. All parking lot striping will need to be 4" wide
8. Need handicapped parking stalls marked and signed
9. Provide widths of driveway approaches.
10. Remove curve callout numbers on sheet 4 of 5.
11. Provide photometric lighting plan
12. Show all utilities on the plans including service laterals and connection details
13. Staff recommends 8-inch concrete for the refuse collection area
14. Parking stall sizes exceed requirements for City of De Pere. Stalls can be made smaller to accommodate additional parking or to use less material. *(See stall size recommendations in 'Building & Planning' comment #7.)*
15. Additional comments may be provided based on how the above listed comments are addressed.

Fire:

1. Contact the fire chief for site plan comments prior to obtaining permits.

Forestry:

1. Plants and trees will perform well in our environment. The planting diagram and mulching instructions are outdated and should be changed. Please use the WDNR model as an example (available from WDNR or Forester)

Health:

1. On March 14, 2017, emailed health license application and new establishment information packet to Craig Knapp on February 16 explaining plans that shall be submitted to health department for review/approval prior to beginning buildout/construction of facility. As of today I have not received any information.

Building & Planning:

1. The monument sign shown on the site plan is for sample purposes only. A separate sign permit is required for the signage.
2. Properly revise Site Plan sheet 5 of 5 to demonstrate the required number of parking stalls.
3. Properly identify that all parking lots are bound by curbs.
4. Clarify the location of the dumpster on the site plans. The Landscape plan shows the dumpster in a different location than the rest of the site plan.
5. A chain link fence dumpster with slats is not allowed. The gate must be a matching metal building material, vinyl, brick, masonry, or composite wood -- per Code 14-60 (6)(j)(4).
6. This project will be evaluated as a 'health club' which requires 10 spaces plus 1 for every 200 square feet. (89 spaces). Staff supports the 82 spaces shown on the plan because additional land is available on site for expansion to the east. A condition of the project will permit the City to order in additional parking if on-site parking is not adequate in the future.
7. To reduce pavement, recommend that the parking stall width be reduced from 10-feet wide down to 8.5-feet or 9-feet for 98% of the stalls, and 2% of the stalls should be 12-feet wide for ADA access stalls. Stall depth for all stalls can be reduced from 20-feet deep to 18.5-feet deep, per Code 14.55. The 24-foot driveline is correct.
8. To break up the mass of the rear wall, visible to Southbridge Road, add two or more brick columns, similar to those shown on the corners and front of the building.

Please prepare a resubmittal that addresses the above comments and submit it to my attention. The resubmittal should include digital PDF files of all drawings, one full size set, and one 11x17 set. Once all the above conditions are satisfied, we will send a formal site plan approval memo. This request does **not** require approval by the City Council. Should you have any questions regarding the decision or require further information, please feel free to contact me at 339-4043 or pschleinz@mail.de-pere.org.

Sincerely,

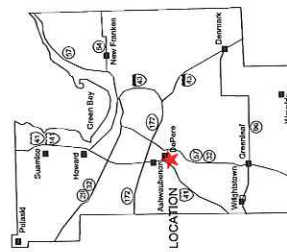
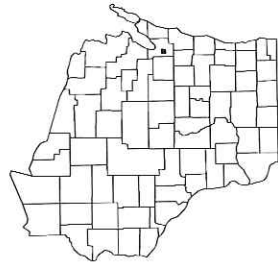


Peter Schleinz
City Planner

cc: David Hongisto, Building Inspector
Property Owner

Battlehouse-Warrior Jungle Project

City of De Pere



Project Information

Owner(s):	City of De Pere to CMR, LLC
Project Name:	Battle House Warrior Jungle
Project Description:	Indoor recreational building housing related companies, including a laser tag facility, a "Ninja-Warrior" style course, and daily bar concession facility.
Project Address:	Southeast Corner of Red Maple Rd and American Blvd

Contact Information

Developer:	CMR, LLC Contact: Mark Soderlund 1151 Crooks Street Green Bay, WI 54301 (920) 336-4980
Engineer:	Mau & Associates, LLP Contact: Tonya Wagner, P.E. 400 Security Boulevard Green Bay, WI 54313 (920) 434-9670
Architect:	Lloyd Carpenter Architect, LLC Contact: Lloyd Carpenter 2653 Maple Hills Dr Green Bay, WI 54313 (920) 434-6753

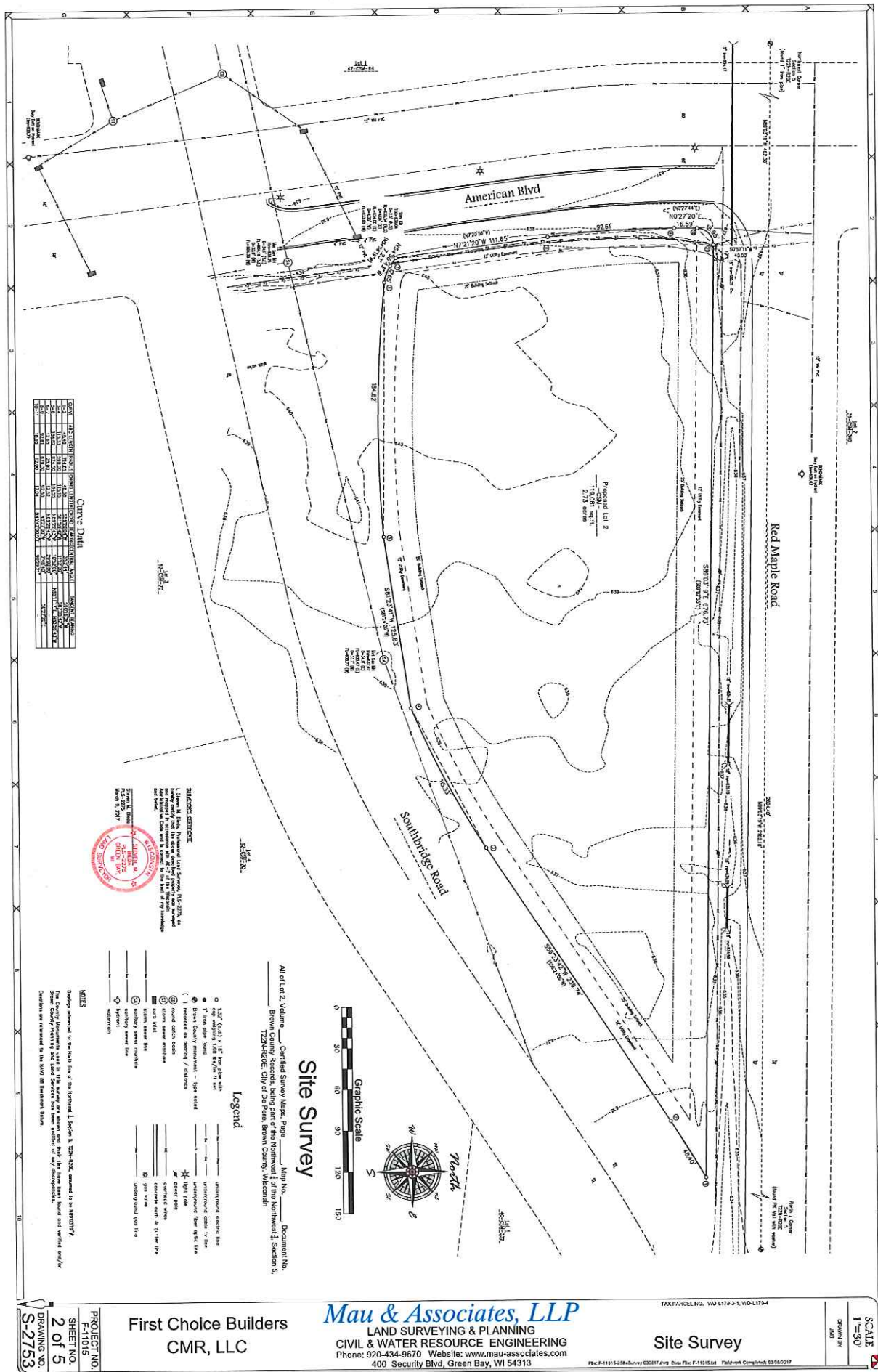
Sheet Index

- 1 Title Sheet
- 2 Existing Site Plan
- 3 Site Plan Layout
- 4 Lighting and Refuse Plans
- 5 Parking and Sign Plans
- 6 Landscaping Plan
- 7 Building Elevations

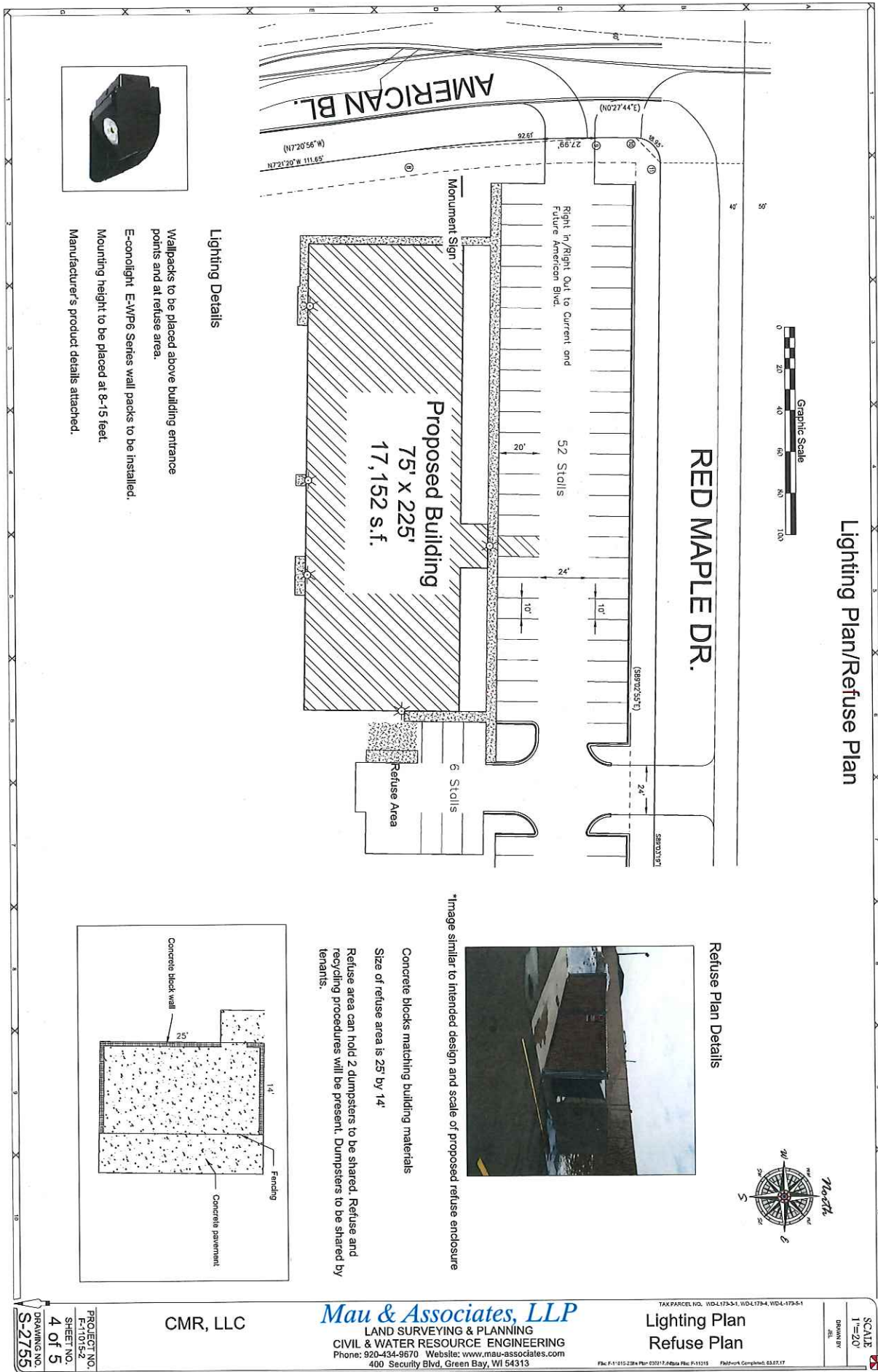
SITE STATISTICS

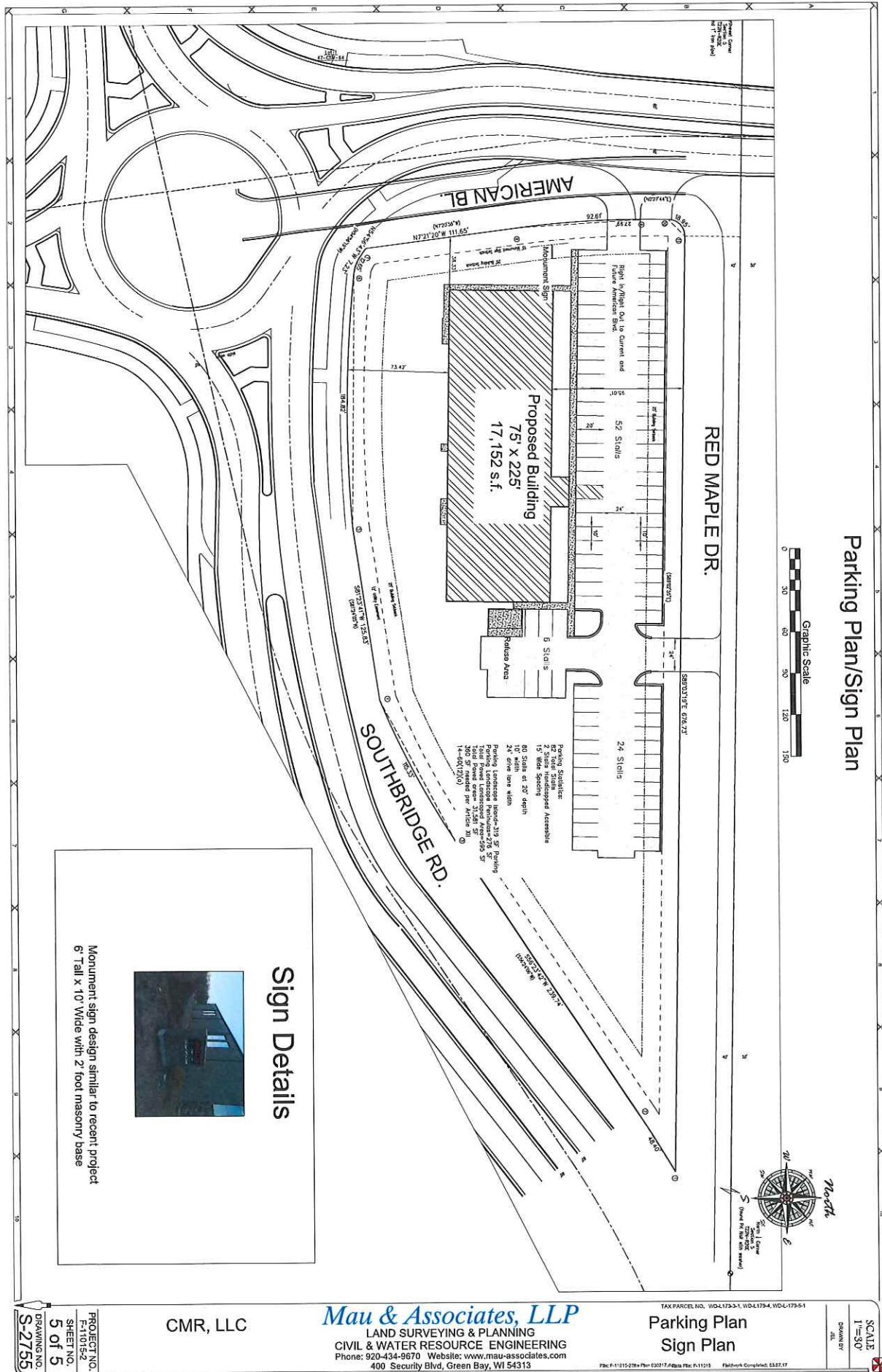
SITE AREA - 119,084 SF
BUILDING 17,152 SF (14.4%)
OPEN SPACE x SF (6%)
FLOOR AREA RATIO SF 20.819 SF G.F.A.
81,162 SF B.L.A. = (25.4%)

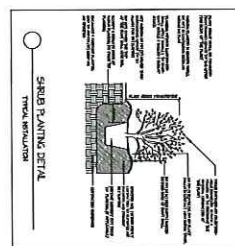
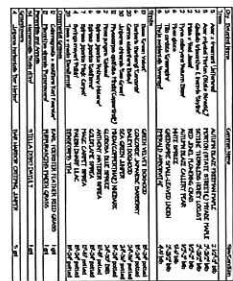
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672











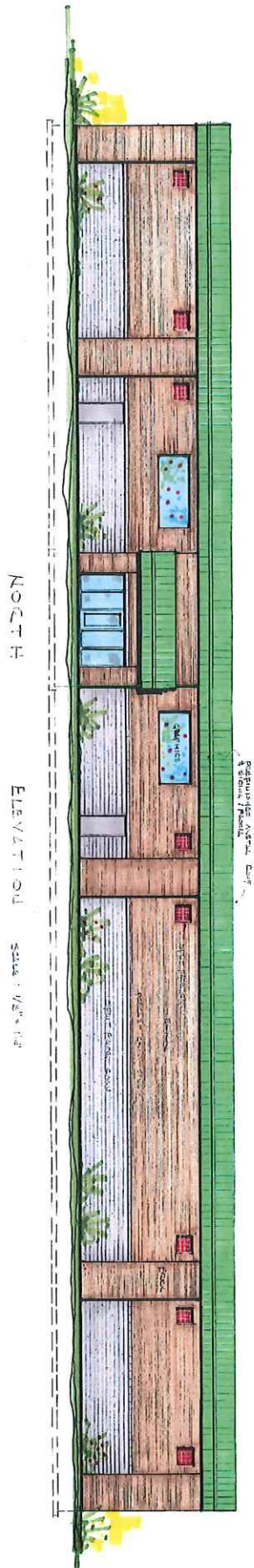
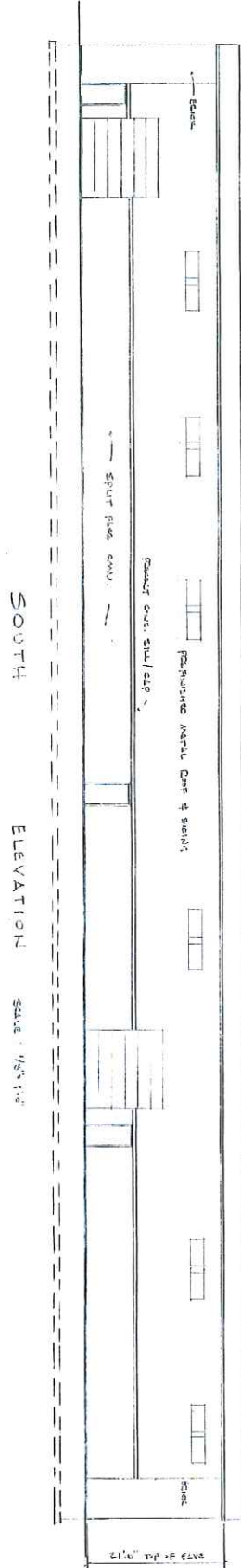
PROPOSED BUILDING

WEST DEPERE,
WISCONSIN

LANDSCAPE PLAN



Model	1" x 3 1/2"
Inventory #	RANDY HELDITS
Ordered by	
Date	3/4/17
Date of Print	



NOTE: THESE DRAWINGS ARE PRELIMINARY. THEY ARE NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THE DESIGN MUST BE APPROVED BY THE ARCHITECT. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS.	
LLOYD CARPENTER ARCHITECT LLC 2000 Maple Hill Dr., Suite 100, W. 100 Cary, NC 27513 Tel: 919.487.1100 Fax: 919.487.1101 lloyd@lloydcarpenter.com	DATE: _____ FILE: _____ JOB NO: _____

E-WP6 Series

Premium LED Wall Pack - Small
Replaces 100W PSMH

Average Customer Rating



WALL PACKS

Premium | Full Cutoff

- Stylish modern design
- Reduced uplight for control of spill light

Recommended Use

- Security
- Perimeter lighting
- Pathways
- When control of spill light is important

Input Voltage

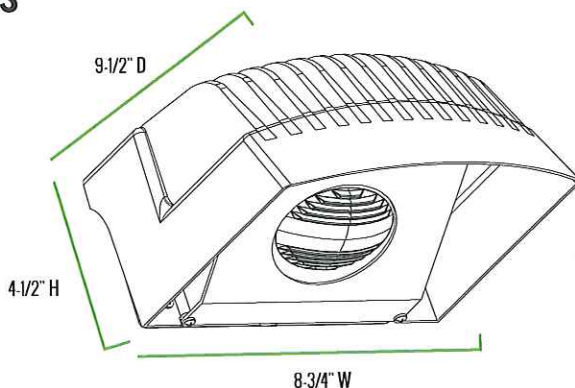
- Universal (120V through 277V Operation)

Certifications



e-conolight® | Making LED easy.

E-WP6 Series



Series Overview

DIMENSIONS	PRODUCT WEIGHT	MOUNTING HEIGHT	SPACING
9-1/2" D x 8-3/4" W x 4-1/2" H	7.0 lbs.	8 to 15 feet	1 to 2 times the mounting height

Fixture Specifications

HOUSING	Low-copper, die-cast aluminum housing and lens frame Dark bronze polyester powder-coat finish
LENS ASSEMBLY	Fixed cutoff glare shield to reduce light pollution Tempered glass lens is thermal, shock & impact resistant Patented lens design delivers true IES Type III distribution
MOUNTING	1/2" threaded conduit entries on two sides and bottom or mount over recessed junction box Die-cast detachable back box for easy mounting

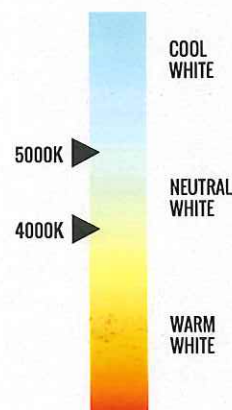
Electrical Performance

OPERATING MINIMUM	LIFESPAN (L_{70} AT 25 °C (77 °F))	POWER FACTOR	TOTAL HARMONIC DISTORTION	DIMMABLE
-40°C (-40°F)	Estimated 50,000 Hours	> 0.9	< 20%	No
INPUT VOLTAGE	120V	208V	240V	277V
Current Draw (Amps)	0.31A	0.17A	0.15A	0.14A

Warranty & Certifications

WARRANTY	UL LISTED	DLC	ENERGY STAR
5-Year Limited	Wet Locations	Yes	---

CORRELATED COLOR TEMPERATURE (CCT)



Output Specifications

SKU	LIGHT OUTPUT	COLOR TEMP (See chart)	POWER CONSUMPTION	COLOR ACCURACY	REPLACES
E-WP6L03CZ	3350 Lumens	Cool White (5000K)	36W	≥ 70 CRI	100W PSMH
E-WP6L03NZ	3350 Lumens	Neutral White (4000K)	36W	≥ 70 CRI	100W PSMH

Due to continuous product improvement, information in this document is subject to change.

Revision Date: 12/20/16

1501 96th Street, Sturtevant, WI 53177 | Phone (888) 243-9445 | Fax (262) 504-5409 | www.e-conolight.com

e-conolight®

Packet Pg. 68

E-WP6 Series

Accessories



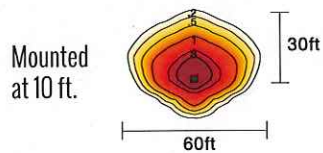
Photocell - Button, 120V/208V/240V/277V

SKU: **E-ACP1** (120V)

E-ACP2 (208V/240V/277V)

USE: Photocell is field installed.
Drilling of the back box in the field is required.

Photometric Diagrams



All published photometric testing performed to IESNA LM-79-08 standards by a NVLAP certified laboratory. Fixture photometry was completed on a single representative fixture.

WALL PACKS

Due to continuous product improvement, information in this document is subject to change.

Revision Date: 12/20/16

1501 96th Street, Sturtevant, WI 53177 | Phone (888) 243-9445 | Fax (262) 504-5409 | www.e-conolight.com

e-conolight®

Packet Pg. 69

Attachment: Exhibit 1-CMR Amendment to Sale Purchase (6876 : Resolution #18-33 Authorizing Amendment-CMR, LLC)

City of De Pere MEMORANDUM

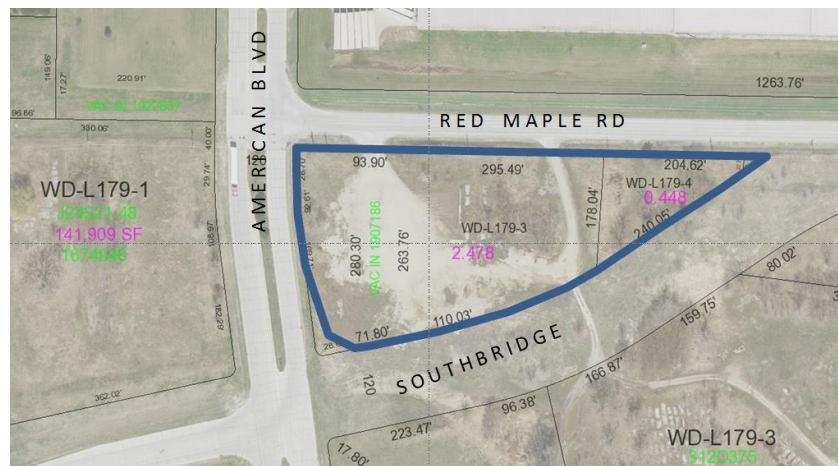


To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: April 10, 2018

RE: **Sale/Purchase Agreement Amendment with CMR, LLC for property located at the southeast corner of Red Maple Rd and American Blvd (Parcels WD-L479-3, WD-L-179-4, WD-L-179-5-1).**

In April 2017, the City Council approved a Sale/Purchase Agreement that included a Tax Increment District (TID) Incentive with CMR, LLC, for the acquisition and development of 2125 American Boulevard in the west industrial park. The developer constructed a building that will be leased to 'Big Bull Falls, LLC' to operate the Battlehouse & Ninja Warrior businesses. The agreement provided a 19% incentive (\$152,000 based on an \$800,000 assessed value), split into three TID Developer Grant payments as detailed below:

- \$95,690 upon closing (this grant was applied to property purchase).
- \$26,310 - Payable within 15 days of approval of footings and foundations.
- \$30,000 – payable within 15 days after a certificate of occupancy.



Property Location



North Building Elevation Rendering

Unfortunately, the project, originally planned to be completed by 2017, was delayed due to a combination of unforeseen factors, including:

- A new soil was added to the DNR's list of wetland indicator soils. Because of this, most properties in the Industrial Parks now need a wetland determination that was not previously required. Wetland determinations must be done during the growing season and delineators are often booked far in advance. The delineation then must be reviewed and approved by the DNR. This process added months onto the overall project schedule.
- The project site, as identified previously, is enrolled in the DNR Voluntary Party Liability Exemption (VPLE) program. Much work had been done on the site to ready it for industrial development. However, additional work was needed in order to clear the property for commercial development. The City and Developer worked on this together but the process took time. The requirements of the program also included earth moving and soil restrictions on the property.
- The above two factors delayed the project to a point where winter conditions became a factor in construction, therefore revising costs.

Despite the above items, the project is nearing completion. The developer requests an additional \$94,500 in TID assistance in order to compensate for the increased project costs. To help fund the request, the Developer has agreed to increase the guaranteed assessed value for the project from \$800,000 to \$1,000,000.

We propose an amended Purchase/Sale Agreement for this project that includes the following terms:

- Guaranteed Assessed value of \$1,000,000. Project completion (full assessment) by January 1, 2019. PILOT required if Assessed Value falls under \$1,000,000 (previous Agreement included an \$800,000 value to be complete by January 1, 2018).
- Developer Grant payments as detailed below
 - \$95,690 upon closing (this grant was applied to property purchase) (already paid)
 - \$26,310 - Payable within 15 days of approval of footings and foundations (already paid)
 - \$64,500 – Payable within 15 days of Sale/Purchase Agreement Amendment
 - \$60,000 – Payable within 15 days after a certificate of occupancy.
- 24.7% TID incentive estimated at \$246,500. Incentive to be split between a land grant (95,690) and a developers grant (\$150,810). Maintaining a 19% incentive, as previously approved, calculates out to a \$190,000 developers grant. The additional \$56,500 is requested to cover the unforeseen project costs.

Factors that influenced the amended terms for this project include:

- 1) Applicant has agreed to a higher guaranteed assessed value of \$1,000,000. The previously approved 19% incentive calculates out to \$190,000 versus \$152,200.
- 2) The project has incurred additional expenses due to factors outside of the Developer's control, including:
 - a. Wetland delineation delays (due to new soil added as wetland indicator)
 - b. VPLE Procedures (taking longer than anticipated)
 - c. Winter construction conditions due to the above
- 3) The Developer has provided invoices and change orders confirming the increased project costs of \$94,500.
- 4) The TID increment from the project will still be able to cover the incentive amount.

If the terms are approved by the Finance and Personnel Committee, the City will draft a Sale/Purchase Agreement amendment that will be reviewed by the Common Council at a future meeting.

Please contact me (kflom@mail.de-pere.org or 920-339-4043) with any questions regarding this item.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-34 Authorizing Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the City of De Pere and FoxStar Investors, LLC (2010 Venture Avenue Parcel WD-1049-2).

On March 13, 2018, the Finance and Personnel Committee voted 4-0 to approve Purchase/Sale terms for Keller Inc. to acquire a 17 acre parcel of property located at 2010 Venture Avenue (Parcel WD-1049-2). Keller Inc. plans to construct an approximately 180,000 s.f. warehousing/manufacturing building that will be leased to Fox River Fibers and Caraustar.

ATTACHMENTS:

- Reso18-34 (DOCX)
- Sale-Purchase Agreement-FoxStar Investors, LLC4-5-18-194-001-18 (PDF)
- Exhibit A-FoxStar Sale and Purchase Agreement (PDF)
- Exhibit B-FoxStar Investors Sale-Purchase Agreement (PDF)
- FoxSTar FP DA Memo 3-13-18 (PDF)

RESOLUTION #18-34

AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE
OF CERTAIN BUSINESS PARK PROPERTY BETWEEN
THE CITY OF DE PERE AND FOXSTAR INVESTORS, LLC
(2010 Venture Avenue – WD-1049-2)

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

WHEREAS, FoxStar Investors, LLC (“Developer”) desires to enter into an agreement to purchase an approximate 17.845 acre parcel of property for the purpose of constructing a 189,000 square foot warehouse building/ manufacturing facility thereon (“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 11 (the “District”) and adopted a Project Plan (the “Project Plan”) for the District authorizing the expenditure of funds within the District; and

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

WHEREAS, Developer’s ability to commence the Development Project is contingent upon the City providing financial and other assistance to Developer per the terms set forth in the attached Agreement Regarding the Sale and Purchase of Certain Business Park Property; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk-Treasurer are authorized and directed to enter into such Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the City of De Pere and FoxStar Investors, LLC as is attached hereto and incorporated by reference as Exhibit 1, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of April, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT REGARDING THE SALE AND PURCHASE OF CERTAIN
BUSINESS PARK PROPERTY BETWEEN THE
CITY OF DE PERE AND FOXSTAR INVESTORS, LLC**
[2010 Venture Ave. (WD-1049-2)]

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and FoxStar Investors, LLC, a Wisconsin limited liability company (“Developer”).

RECITATIONS

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

WHEREAS, Developer desires to enter into an agreement to purchase the real property known as Parcel WD-1049-2, comprising approximately 17.845 acres, for the purpose of constructing an approximate 189,000 square foot warehouse/manufacturing facility thereon; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 11 (TID #11) as and for the benefit of industrial and other development within the District; and

WHEREAS, Developer’s intended development is consistent with the Project Plan for TID #11 and will be beneficial to the City; and

WHEREAS, Developer’s ability to develop the building for manufacturing use is contingent upon City providing financial and other assistance to Developer on the terms set forth in this Agreement; and

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

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

I. DEFINITIONS

- A. Assessed Value** means the value placed upon the Building Development by the city assessor under Chapter 70, Wisconsin Statutes, which is estimated to be \$8,000,000.00.
- B. Building Development** means the real estate and building improvements contemplated by the Parties as approved by the City Plan Commission on the Subject Property. Building Development and Subject Property can/are used interchangeably after the certificate of occupancy is issued by the Building Inspection Department.
- C. Certificate of Occupancy** means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.
- D. District and/or TID #11** means City of De Pere Tax Increment Financing District No. 11. TID #11 is statutorily scheduled to close as of December 31, 2034.
- E. Minimum Property Assessment** means Six Million Five-Hundred Thousand and no/100 Dollars (\$6,500,000.00).
- F. PILOT** means payment in lieu of tax, which is calculated pursuant to Section V.C. of this Agreement.
- G. Project** means the building improvement, which together with the real estate, comprise the Building Development.

H. Subject Property means the real property described in Paragraph II.

I. Substantially complete means that a certificate of occupancy for the project has been issued.

II. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City agrees to sell, the 17.845 acre parcel of real estate legally described as:

LOT 1 CERTIFIED SURVEY MAP VOLUME 61 PAGE 349, BROWN COUNTY MAP 8697, BEING A PART OF OUTLOT 1, DE PERE BUSINESS PARK SOUTH ADDITION LOCATED IN PART OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼; PART OF GOVERNMENT LOT 1, PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼, PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 32, T23N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

such property being shown on the attached Exhibit A and identified in this Agreement as the “Subject Parcel.”

A. Purchase Price. The purchase price for the Subject Parcel shall be Forty-thousand and no/100 Dollars (\$40,000.00) per acre, plus each fraction thereof, for a total purchase price of Seven Hundred Thirteen Thousand Eight Hundred and no/100 (\$713,800.00) (\$40,000.00 x 17.845).

B. Municipal Improvements and Utilities. The purchase price for the Subject Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer [five (5) year event maximum discharge], sanitary sewer, municipal water, and by the following private utility improvements: electric and natural gas services. Said municipal improvements are available and located in American Boulevard right-of-way adjacent to and abutting the Subject Parcel as follows:

- Water main is located along all property lines of Subject Parcel;
- Sanitary sewer is located in Venture Ave. adjacent to the property line, starting approximately 600 ft. east of the Fortune Ave. rail spur and running along Venture Ave. to the Venture Ave. rail spur; and

- Storm Sewer is located along the property line in Venture Ave.

The purchase price is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Parcel.

III. CLOSING PROCEDURE. Closing shall take place on or before _____ at De Pere City Hall, unless the parties otherwise agree in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

A. Evidence of Title/Title Defects. City shall, at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least ten (10) calendar days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

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

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

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

D. Access Prior to Closing. City shall permit Developer access to the Subject Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

IV. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. City has forwarded to Developer a Phase I Environmental Audit of the Fee Parcel. Based upon and subject to the representations made in such Audit, the City represents as follows:

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

- (a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.
- (b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.
- (c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.
- (d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.
- (e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.
- (f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

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

private nuisance action. This representation is made subject to further inquiry referenced as a Phase I Environmental Study, above.

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

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

B. Flood plain or wetlands. The City has not obtained, and under this Agreement is not required to obtain, a shoreland-wetland delineation study for the Subject Parcel and makes no representations regarding wetlands and the Subject Parcel. The Subject Parcel is not currently identified as flood plain under Chapter 15 De Pere Municipal Code.

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

V. DEVELOPER OBLIGATIONS

A. Construction

1. **Site Plan.** Developer received contingent approval of its site plan for the Project on March 26, 2018. The project shall be constructed in compliance with all City codes, including the City's Building Code and the City's Planning and Development Standards for the Business Park. If

the provisions of this paragraph are not complied with, the City may proceed as provided in Section V.A.3. below. A copy of the approved site plan, together with any conditions of approval is attached and incorporated as Exhibit B.

2. Developer to Substantially Improve. Developer shall commence construction of the Building Development within twelve (12) months of Plan Commission site plan approval and substantially improve the Subject Parcel consistent with the Project Completion requirements of Paragraph V.A.4. Substantially improve as used in this Agreement means the actual pursuit of construction of the permanent structures comprising the Building Development in compliance with the site plan and conditions imposed thereon, including taking into consideration the normal industry standards for the type and complexity of construction involved.

3. Failure to Substantially Develop.

a. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of paragraph 2, above, City may, by certified mail, inform Developer of such failure.

b. City Repurchase. If after thirty (30) days of mailing of such notice, Developer has still not submitted a satisfactory plan or substantially improved the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property, less any real property taxes due or liens or judgments of record. The

Developer shall pay all usual and customary closing costs of a seller of property in Wisconsin.

c. Improvements. If repurchase is made under this section, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon.

d. Force majeure. If Developer is delayed from achieving substantial development as required in this Agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

4. **Substantial Completion.** The project shall be sufficiently complete such that a certificate of occupancy has been issued and subject to full Assessed Value as of January 1, 2020.

B. Property Assessment warranties.

1. Developer warrants that the Minimum Assessed Value of the Building Development as of January 1, 2020 shall be not less than Six Million Five Hundred Thousand and no/100 Dollars (\$6,500,000.00). To that end, Developer, for itself, its successors and assigns, hereby waives all rights to appeal the Assessed Value of the Building Development,

assert a claim of unlawful tax, assert a palpable error, or otherwise challenge, under any existing or newly created right in the future under Wisconsin or Federal laws, the value of the Building Development below the Minimum Assessed Value for the duration of TID District #11. If the Assessed Value of the Building Development is less than the Minimum Assessed Value, Developer and its successors and assigns agree that the PILOT provisions of Sections V.B. and V.C. shall be applicable.

2. Property to remain taxable. For the duration of the life of TID District #11, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Subject Property to an entity whereby such sale or lease would cause such portion of the Subject Property to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Subject Property during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Subject Property or any portion thereof to become tax exempt. Should the Subject Property nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that PILOT shall then be made by the owner of the Subject Property in accordance with the process set out in Paragraph V.C. below.

C. Calculations of any PILOT required under this Agreement shall be as follows:

If Assessed Value falls below the Minimum Assessed Value:

1. The Assessed Value of the Building Development shall be subtracted from the Minimum Assessed Value. The difference shall be multiplied by the mil-rate for all taxing jurisdictions established for each tax year for the west side of De Pere, the product of which shall be the total PILOT, due and payable on or before October 15 of the year due.
2. If the PILOT is not fully paid by October 15 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

VI. CITY OBLIGATIONS

- A. City shall pay a Developer's incentive equal to 23.9 % of the real property tax paid by Developer on the Increment attributable to the Project, commencing with taxes assessed for 2020 and continuing until expiration of TID #11, which is anticipated to expire on December 31, 2034.
- B. The Parties agree that the Developer's incentive shall be calculated on an annual basis by multiplying the Assessed Value ("Increment") by the Net Tax Rate.
- C. City shall pay the Developer's incentive within 30 days following Developer's notice to City that the annual real estate bill for each parcel is paid in full. Real

estate taxes do not include any lawful special assessment, special charge, personal property or other charges that may appear on the annual tax bill.

VII. DEFAULT PROVISIONS.

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

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

VIII. MISCELLANEOUS.

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

B. Assignment. Neither party may assign this agreement except upon written consent thereof, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

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

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

1. If to Developer:
FoxStar Investors, LLC
Attn: Douglas Stecker CPA
N6865 Irish Road
Hilbert, WI 54129

With a copy to:
Attorney Charles D. Koehler
Herrling Clark Law Firm Ltd.
800 North Lynndale Drive
Appleton, WI 54914-3017

2. If to City:
City of De Pere
Attn: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to:
City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

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

F. Entire Agreement. This agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

[Signatures on following page]

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

FoxStar Investors, LLC

By: _____

Print Name: _____

Title: _____

Print Name: _____

Title: _____

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this ____
day of _____, 2018, the above
named _____ and

_____,
known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Notary Public: _____

My Commission expires: _____

Drafted by: Judith Schmidt-Lehman

J:\Law\Agreements\2018\Sale-Purchase Agreement-FoxStar Investors,LLC4-5-18-194-001-18.docx

City of De Pere

By: _____

Michael J. Walsh, Mayor

Shana D. Ledvina, City Clerk - Treasurer

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

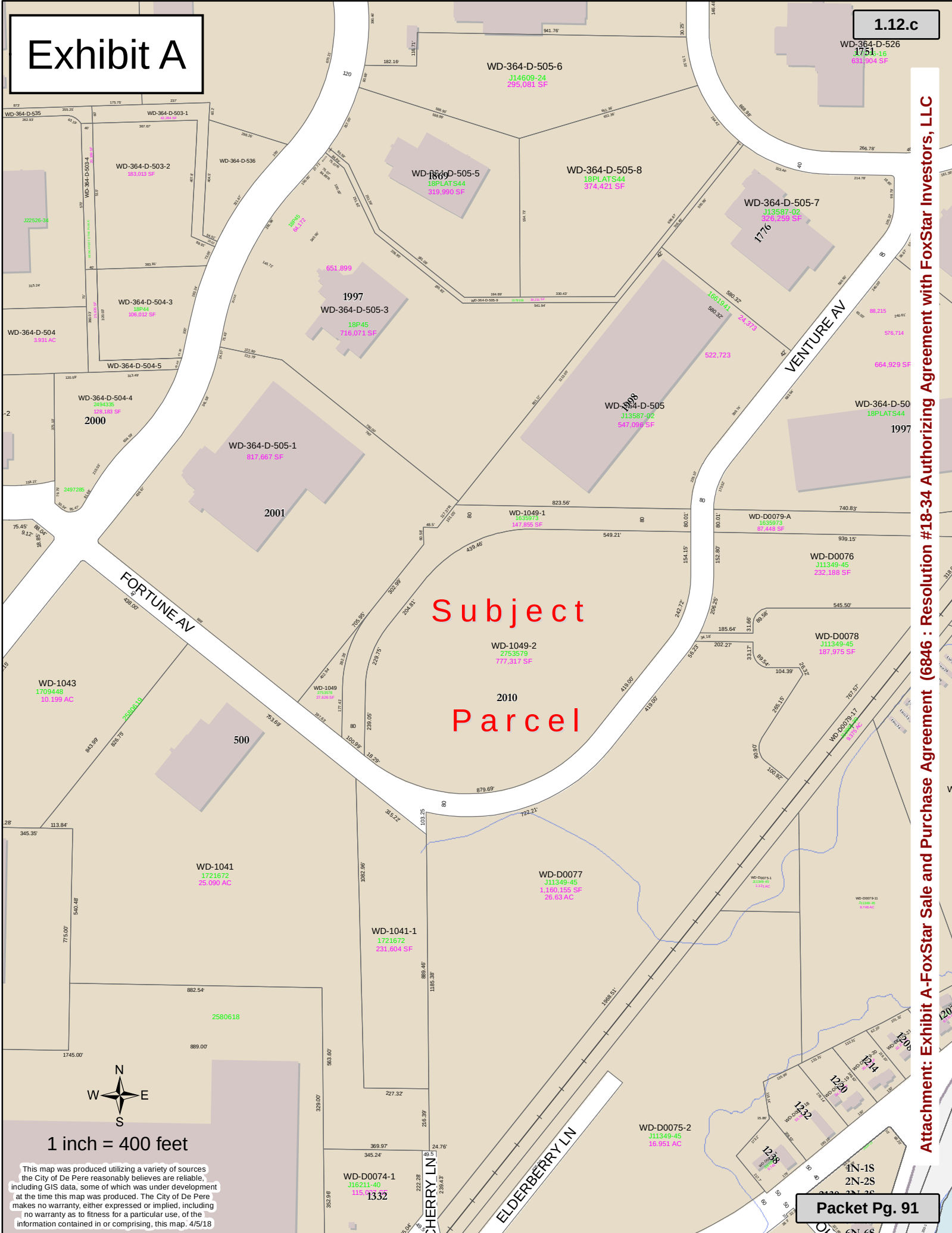
Personally came before me this ____
day of _____, 2018, the above
named Michael J. Walsh, Mayor and
Shana D. Ledvina, Clerk-Treasurer,
known as the persons who executed
the foregoing instrument and
acknowledge the same.

Notary Public: _____

My Commission expires: _____

Exhibit A

1.12.c



Subject
Parcel

Attachment: Exhibit A-FoxStar Sale and Purchase Agreement (6846 : Resolution #18-34 Authorizing Agreement with FoxStar Investors, LLC



March 21, 2018

Mr. Peter Schleinz
335 S. Broadway Street
De Pere, WI 54115

RE: FoxStar - 2010 Venture Avenue

Enclosed are pdf copies of the civil, architectural and landscape plans for review. The plans are responses to the City Review Comments dated March 19-20, 2018 are as follows:

March 19
Engineering

- Sheet C2.0
 - Note #5 removed
 - Via Rail Engineering, Inc. has been contracted for the railroad spur design. They will submit to CN for approval.
 - City of De Pere will own the switch to service the property, CN will operate the switch to serve the industry.
- Plan Wide
 - Adjacent right-of-way lines shown – see Sheet C2.0.
 - Acknowledged – Agreement with CN for railroad spur.
- Sheet C6.0
 - Detail O has been updated – see Sheet C6.0.
 - Detail F has been updated – see Sheet C6.0.

Fire Comments

- Hydrant location revised – see Sheet C3.0.
- Acknowledged.
- Fire lane detail revised – see Sheet C6.0.

Planning Comments

- Building colors and materials have updated – refer to Architectural plans.
- Plans revised – refer to Architectural Plans.
- The only external mechanical unit is located on the west side of the building and will be screened by the berms and landscaping.
- Signage will be submitted under a separate submittal by the signage company.
- Additional trees have been provided around the perimeter of the lot to screen views.

March 20
Engineering

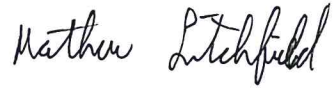
- Acknowledged – As-built drawings will be required for storm water.

Forestry

- Landscaping plan has been revised – refer to Landscaping Plan.
- No work will occur west of the berm due to wetlands in that area. As the wetlands cannot be disturbed, vegetation west of the berm will be preserved.

We trust the revisions will satisfy the review comments. Please do not hesitate to contact me if you have any questions or require any additional information.

Regards,
MACH IV ENGINEERING & SURVEYING LLC

A handwritten signature in black ink that reads "Mathew Litchfield". The signature is written in a cursive, flowing style.

Mathew Litchfield, E.I.T.

Letter of Transmittal

To: City of De Pere - Planning	DATE: 03/21/2018 JOB No. 1458-01-17
335 S Broadway	RE: FoxStar
De Pere, WI 54115	Site Plan Review Submittal
Attention:	

We are sending you ☒ attached, ☐ under separate cover via the following items:

- ☐ Shop Drawings ☐ Prints ☒ Plans ☐ Diskettes
☐ Specifications ☐ Copy of Letter ☒ Forms

Copies	Description
1	Plan Set (pdf – Civil, Architectural, Landscape)
1	City Comments

These are transmitted as checked below:

- ☒ For Approval ☐ For Review and Comment ☐ For Your Use
☐ Approved ☐ As Requested ☐ Approved as Noted

Signature: Mathew Litchfield
Mathew Litchfield, E.I.T.

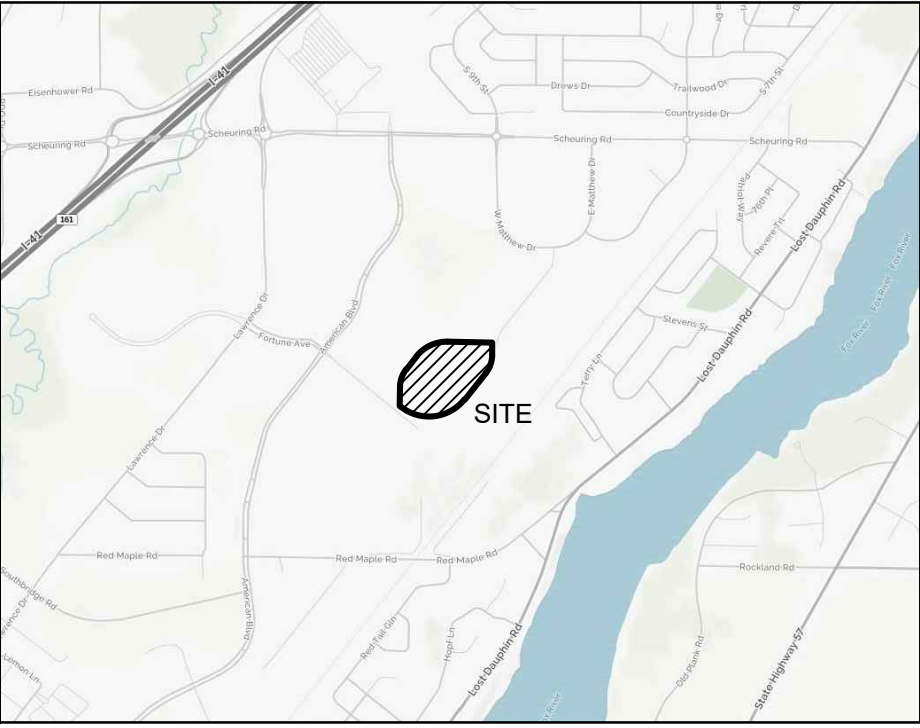
cc:

COVER SHEET

Benchmarks		
Label	Elevation	Description
BM 1	629.77	HYDRANT TOP NUT
BM 2	632.42	HYDRANT TOP NUT

LEGAL DESCRIPTION

LOT 1 OF 61 CSM 349 BNG PRT OF OUTLOT 1 OF DE PERE BUSINESS PARK SOUTH
ADDN & PRT OF NW1/4 SE1/4 SEC 32 T23N R20E



LOCATION MAP

2010 VENTURE AVENUE
DE PERE, WI 54155

NOT TO SCALE

CIVIL SHEETS INDEX

- C1.0 COVER SHEET
- C2.0 SITE PLAN
- C2.1 SITE PLAN - TRAILER
- C3.0 UTILITY PLAN
- C4.0 GRADING PLAN
- C5.0 EROSION CONTROL PLAN
- C5.1 EROSION CONTROL DETAILS
- C6.0 SITE DETAILS

CIVIL GENERAL NOTES:

- SURVEY WAS PERFORMED BY MACH IV ENGINEERING & SURVEYING LLC NOVEMBER 2017.
- 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, "C1.0", SEE SHEET KEY NOTES, ON SHEET THEY APPEAR.

PROPOSED BUILDING FOR:

FOXSTAR INVESTORS LLC
DE PERE

WISCONSIN

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REVISIONS

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PROJECT MANAGER:
C. VANDE WETTERING

ARCHITECT:
J. STOJKE

DRAWN BY:
M. LITCHFIELD

EXPEDITOR:
T. FRICKE

SUPERVISOR:
D. DYCE

PRELIMINARY NO:
P65197

CONTRACT NO:

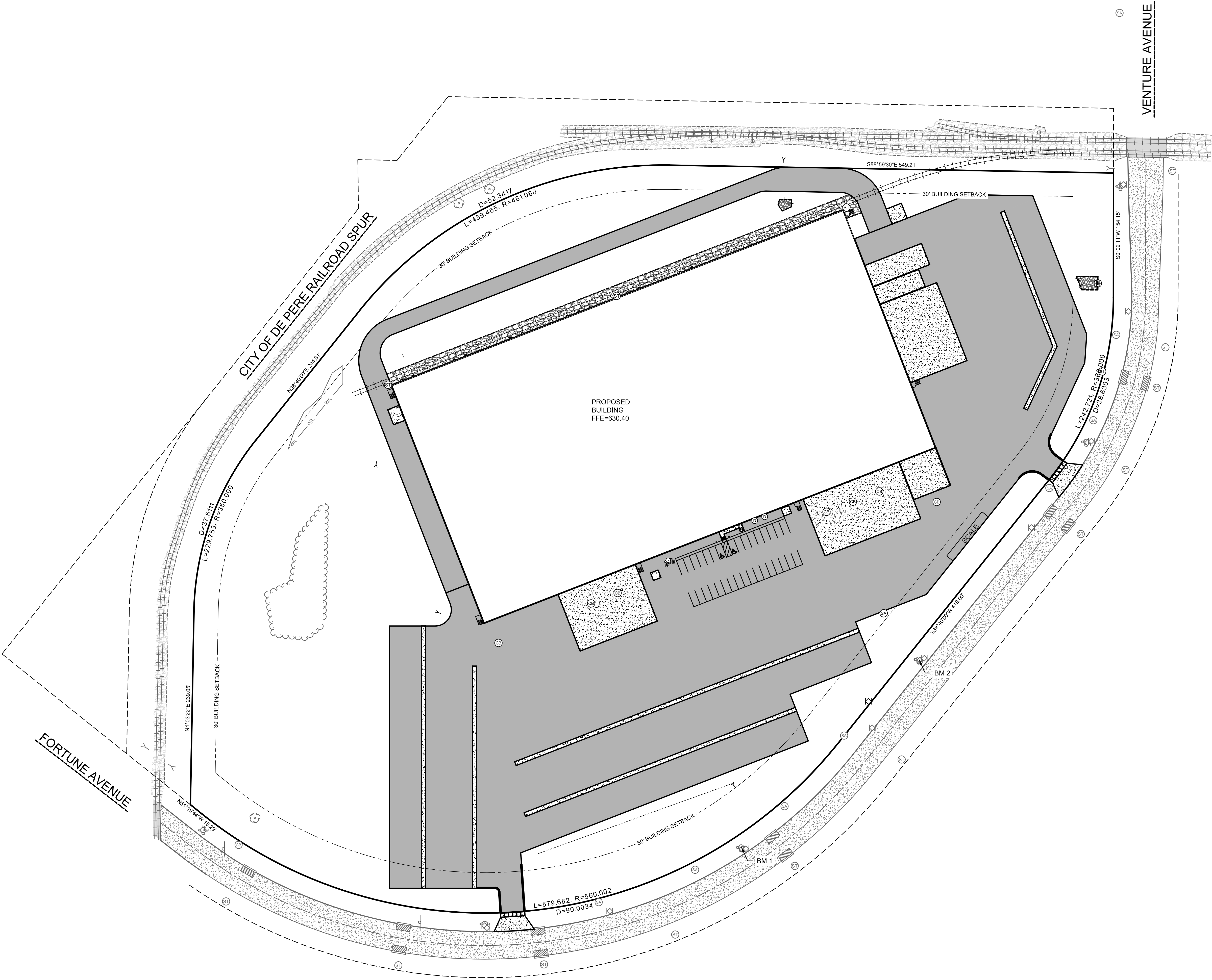
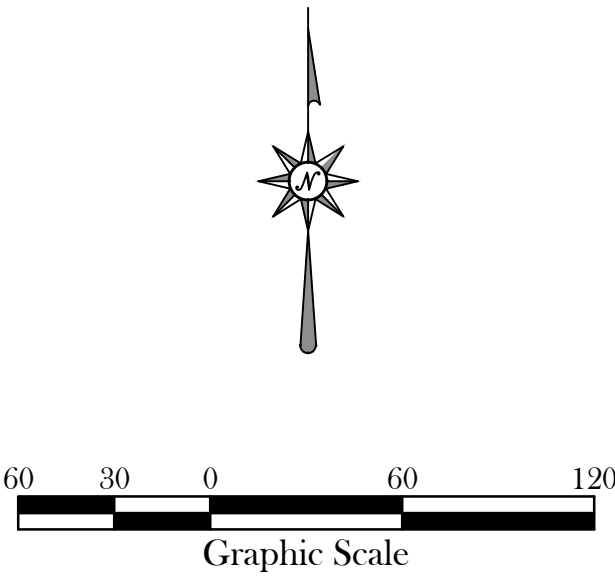
DATE:
MARCH 21, 2018

SHEET:
C1.0

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2260 Salscheider Court Green Bay, WI 54313
PH: 920-569-5765; Fax: 920-569-5767
www.mach-iv.com
Project Number: 1458-01-17



CIVIL LEGEND

	E		E
	G		G
	WL		WL
	I		I
	MAX		MAX
	MIN		MIN
	SAN		SAN
	CLVRT		CLVRT
	STM		STM
	WAT		WAT
	600		600
	602		602

ABBREVIATIONS

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

SITE PLAN



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PHONE (715) 849-2141
FAX (715) 849-3151

www.kellerbuilds.com

OWNER
FOXSTAR PROPERTIES LLC
N216 STATE HIGHWAY 55, P.O. BOX #620,
KAUKAUNA, WISCONSIN 54130

SHEET KEY NOTES:

1. HEAVY DUTY ASPHALT; SEE DETAIL A SHEET C6.0
2. CONCRETE PAVEMENT; SEE DETAIL B SHEET C6.0
3. DOLLY PAD; SEE DETAIL B SHEET C6.0
4. DRIVE WAY APRON; SEE DETAIL C SHEET C6.0
5. CONCRETE RETAINING WALL
6. 18" CONCRETE CURB AND GUTTER; SEE DETAIL D SHEET C6.0; SEE SHEET C4.0
7. FIRE LANE; SEE DETAIL E SHEET C6.0
8. STOOP LOCATION; REFER TO ARCHITECTURAL PLANS
9. DUMPSTER PAD; SEE DETAIL F SHEET C6.0
10. DUMPSTER ENCLOSURE; SEE DETAIL F SHEET C6.0
11. ADA HANDICAP STALL
12. ADA HANDICAP SIGN; SEE DETAIL G SHEET C6.0
13. ADA HANDICAP WARNING PLATE
14. ADA HANDICAP RAMP; REFER TO ARCHITECTURAL PLANS
15. BOLLARD; SEE DETAIL H SHEET C6.0
16. 4" WIDE WHITE PAINT STRIPE
17. RAILROAD TRACKS (BY OTHERS)
18. RAILROAD END OF LINE BUMPER (BY OTHERS)
19. STANDARD DUTY ASPHALT; SEE DETAIL Q SHEET C6.0
20. KNOX BOX

SITE STATISTICS

PARCEL ADDRESS: 2010 FORTUNE AVENUE
PARCEL NUMBER: WD-1049-2
PARCEL SIZE: 777,317 SF (17.8 ACRES)
ZONING: INDUSTRIAL BUSINESS 1 (I-B-1)

EXISTING SITE
GREEN SPACE: 777,317 SF (100%)
IMPERVIOUS AREA
BUILDING: 0.0 SF (0.0%)
PAVEMENT: 0.0 SF (0.0%)
TOTAL IMPERVIOUS: 0.0 SF (0.0%)

PROPOSED SITE
TOTAL DISTURBED AREA: 669,276 SF; 15.4 AC
GREEN SPACE PROVIDED: 276,600 SF (35.6%)
IMPERVIOUS AREA
BUILDING: 189,788 SF (24.4%)
PAVEMENT: 310,929 SF (40.0%)
TOTAL IMPERVIOUS: 500,717 SF (64.4%)

PARKING PROVIDED
PARKING SPACES REQUIRED/CALCS: 1 STALL PER 2 EMPLOYEES (30 EMPLOYEES), 1 PER COMPANY TRUCK, VISITOR PARKING
PARKING SPACES PROVIDED: 33 STALLS, 2 OF WHICH ARE HANDICAP

GENERAL NOTE(S)

1. NOTIFY THE MUNICIPALITY THREE WORKING DAYS PRIOR TO WORK IN THE RIGHT OF WAY.

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL

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PROPOSED BUILDING FOR:
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REVISIONS	
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PROJECT MANAGER:
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J. STOUKE

DRAWN BY:
M. LITCHFIELD

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SUPERVISOR:
D. DYCE

PRELIMINARY NO:
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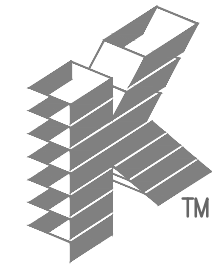
CONTRACT NO:

DATE:
MARCH 21, 2018

SHEET:
C2.0

SITE PLAN - TRAILER

Benchmarks		
Label	Elevation	Description
BM 1	629.77	HYDRANT TOP NUT
BM 2	632.42	HYDRANT TOP NUT



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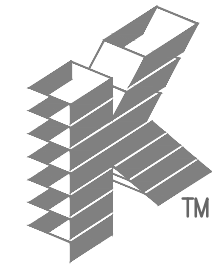
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PROJECT MANAGER:	
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EXPEDITER:	
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SUPERVISOR:	
D. DYCE	
PRELIMINARY NO:	P65197
CONTRACT NO:	
DATE:	MARCH 21, 2018
SHEET:	

UTILITY PLAN

Benchmarks		
Label	Elevation	Description
BM 1	629.77	HYDRANT TOP NUT
BM 2	632.42	HYDRANT TOP NUT



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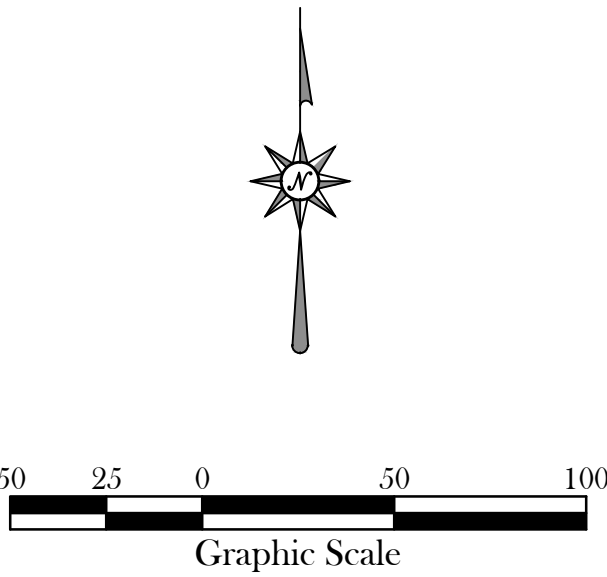
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WISCONSIN

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PROJECT MANAGER: C. VANDE WETTERING	
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DRAWN BY: M. LUTCHFIELD	
EXPEDITOR: T. FRICKE	
SUPERVISOR: D. DYCE	
PRELIMINARY NO: P65197	
CONTRACT NO: ---	
DATE: MARCH 21, 2018	
SHEET: C3.0	



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Project Number: 1458-01-17



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 SDR 35 (ASTMD-3034) OR SCH 40 FOR PVC AND ADS N-12 DOUBLE WALL OR EQUIVALENT FOR HDPE .
- NOTIFY THE MUNICIPALITY THREE WORKING DAYS PRIOR TO WORK IN THE RIGHT OF WAY.
- CONNECTIONS TO MUNICIPALITY SYSTEMS SHALL BE IN ACCORDANCE WITH THEIR STANDARD SPECIFICATIONS.
- CITY OF DE PERE PUBLIC WORKS SHOULD BE CONTACTED PRIOR TO WORK START TO ACQUIRE EXCAVATION PERMITS FOR EXCAVATION IN THE RIGHT-OF-WAY. CONTACT PUBLIC WORKS AT 920-339-4061.
- CALL ENGINEERING STAFF FOR INSPECTION WHILE SERVICE LATERALS ARE INSTALLED FOR WATER AND SEWR. CALL 920-339-4061 TO SCHEDULE INSPECTION.

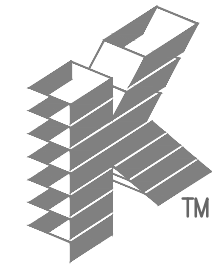
SHEET KEY NOTES:

- STORM CATCH BASIN - 3' DIAMETER; SEE DETAIL I SHEET C6.0
- STORM CATCH BASIN - 4' DIAMETER; SEE DETAIL J SHEET C6.0
- STORM MANHOLE - 3' DIAMETER; SEE DETAIL J SHEET C6.0
- STORM MANHOLE - 5' DIAMETER; SEE DETAIL J SHEET C6.0
- APRON END WALL
- REMOVE EXISTING 18" RCP STUB AND CONNECT TO EXISTING STORM INLET
- CONSTRUCT STORM MANHOLE OVER EXISTING 18" RCP STUB. FIELD VERIFY EXTENT OF STUB AND INVERT
- STORM CLEAN OUT; SEE DETAIL K SHEET C6.0
- ROOF DRAIN CONNECTION LINE; REFER TO DETAIL L SHEET C6.0. VERIFY DOWNSPOUT LOCATIONS WITH ARCHITECTURAL PLANS.
- DOWNSPOUT TO SPLASH ON GRADE; SEE DETAIL L SHEET C6.0. REFER TO ARCHITECTURAL DRAWINGS FOR LOCATION
- EAST DRY BASIN OUTLET STRUCTURE; SEE DETAIL M SHEET C6.0
- SANITARY SEWER MANHOLE; SEE DETAIL N SHEET C6.0
- CONNECT TO EXISTING SANITARY SEWER; FIELD VERIFY INVERT
- COORDINATE SANITARY SEWER LATERAL CONNECTION TO BUILDING WITH BUILDING PLUMBER
- LARGE WATER SERVICE LATERAL CONNECTION TO EXISTING WATER MAIN WITH 12"x8" TAPPING TEE AND SADDLE; SEE DETAIL O SHEET C6.0
- 8" WATER SERVICE VALVE; SEE DETAIL O SHEET C6.0
- COORDINATE WATER SERVICE LATERAL CONNECTION TO BUILDING WITH BUILDING PLUMBER
- HYDRANT; SEE DETAIL P SHEET C6.0
- TRANSFORMER; FIELD VERIFY; REFER TO ELECTRICAL PLANS FOR LOCATION AND SIZE
- GAS SERVICE; COORDINATE WITH UTILITY PROVIDER
- CABLE SERVICE; COORDINATE WITH UTILITY PROVIDER
- AIR MAKE-UP UNIT; FIELD VERIFY

NOT ISSUED FOR CONSTRUCTION

GRADING PLAN

Benchmarks		
Label	Elevation	Description
BM 1	629.77	HYDRANT TOP NUT
BM 2	632.42	HYDRANT TOP NUT



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1-800-236-2534
FAX (262) 290-9149

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Wausau, WI 54401
PHONE (715) 849-3141
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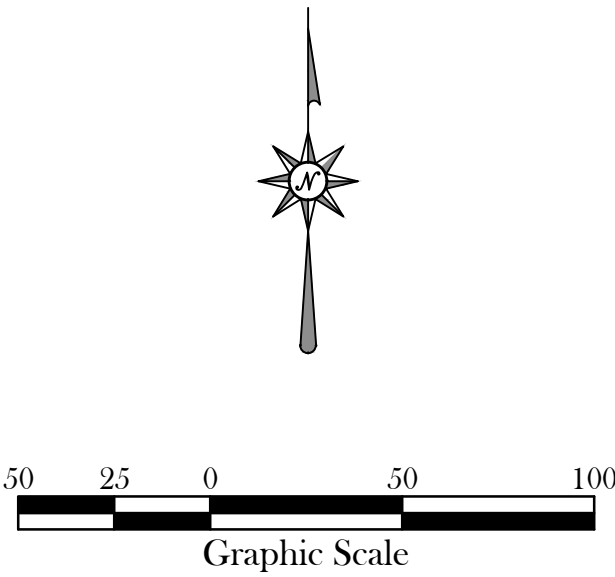
PROPOSED BUILDING FOR:
FOXSTAR INVESTORS LLC
DE PERE
WISCONSIN

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PROJECT MANAGER: C. VANDE WETTERING	
ARCHITECT: J. STOUKE	
DRAWN BY: M. LITCHFIELD	
EXPEDITOR: T. FRICKE	
SUPERVISOR: D. DYCE	
PRELIMINARY NO: P65197	
CONTRACT NO: ---	
DATE: MARCH 21, 2018	
SHEET: C4.0	

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EROSION CONTROL PLAN



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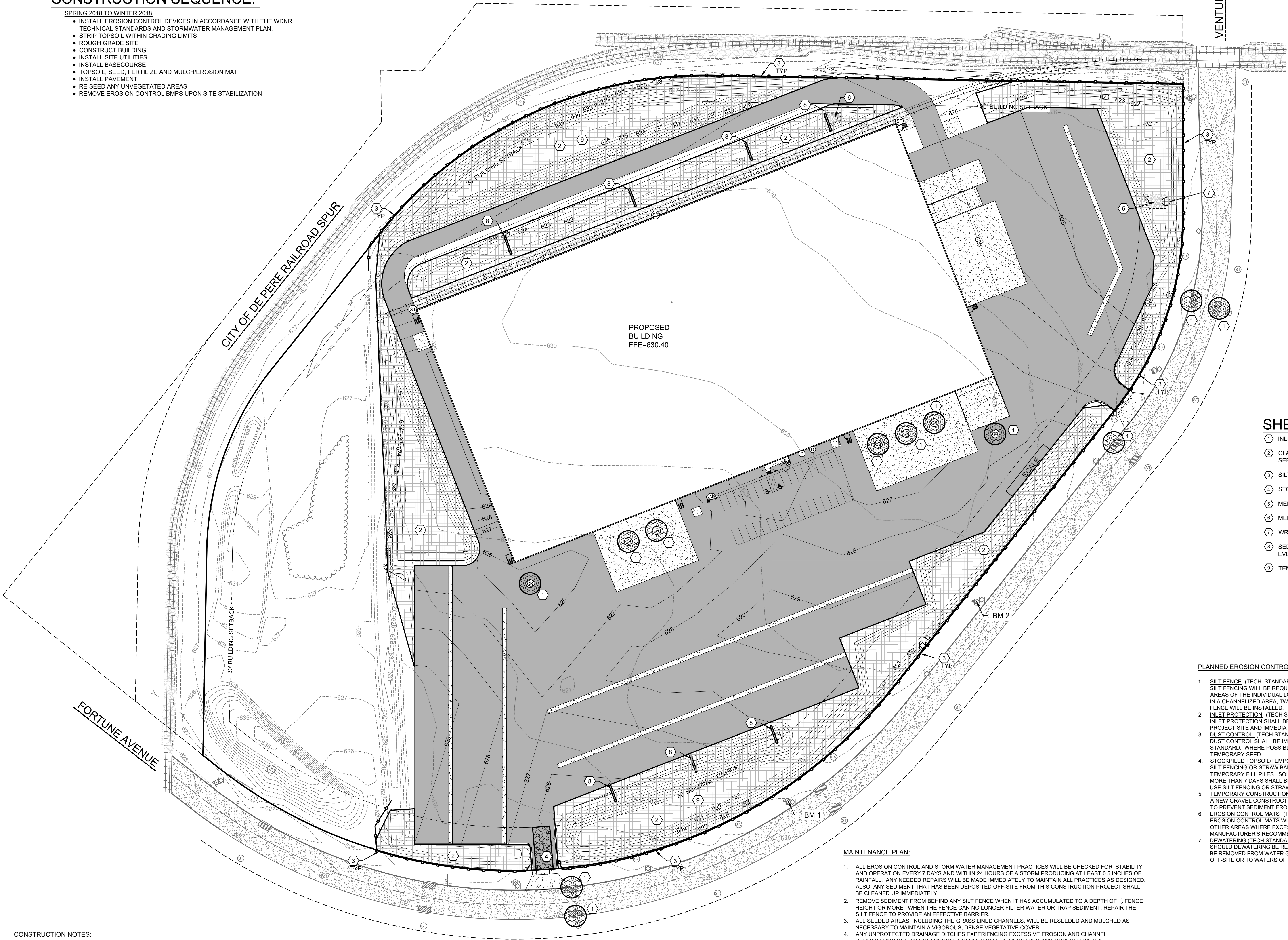
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DRAWN BY:	M. LUTCHFIELD
EXPEDITOR:	T. FRICKE
SUPERVISOR:	D. DYCE
PRELIMINARY NO:	P65197
CONTRACT NO:	---
DATE:	MARCH 21, 2018
SHEET:	C5.0

CONSTRUCTION SEQUENCE:

- SPRING 2018 TO WINTER 2018
- 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 BASECOURSE
 - TOPSOIL, SEED, FERTILIZE AND MULCH/EROSION MAT
 - INSTALL PAVEMENT
 - RE-SEED ANY UNVEGETATED AREAS
 - REMOVE EROSION CONTROL BMPs UPON SITE STABILIZATION



MAINTENANCE PLAN:

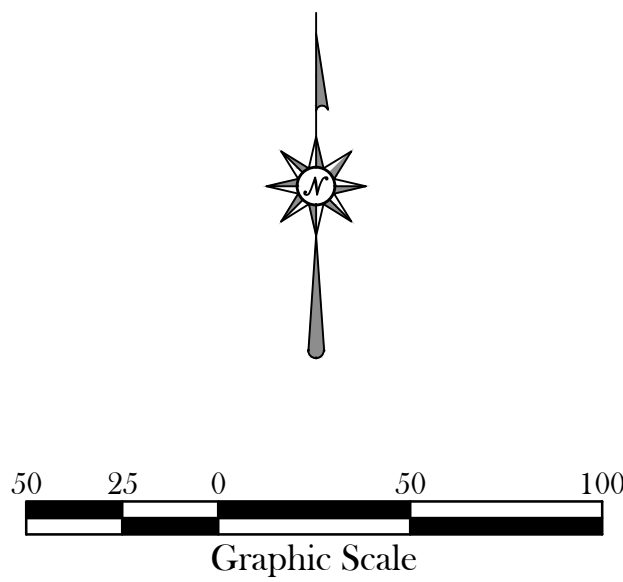
1. ALL EROSION CONTROL AND STORM WATER MANAGEMENT PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION EVERY 7 DAYS AND WITHIN 24 HOURS OF A STORM PRODUCING AT LEAST 0.5 INCHES OF RAINFALL. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED. ALSO, ANY SEDIMENT THAT HAS 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 SEEDED AREAS, INCLUDING THE GRASS LINED CHANNELS, WILL BE RESEED AND MULCHED AS NECESSARY TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.
4. ANY UNPROTECTED 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, SEEDED 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.

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SITE DETAILS



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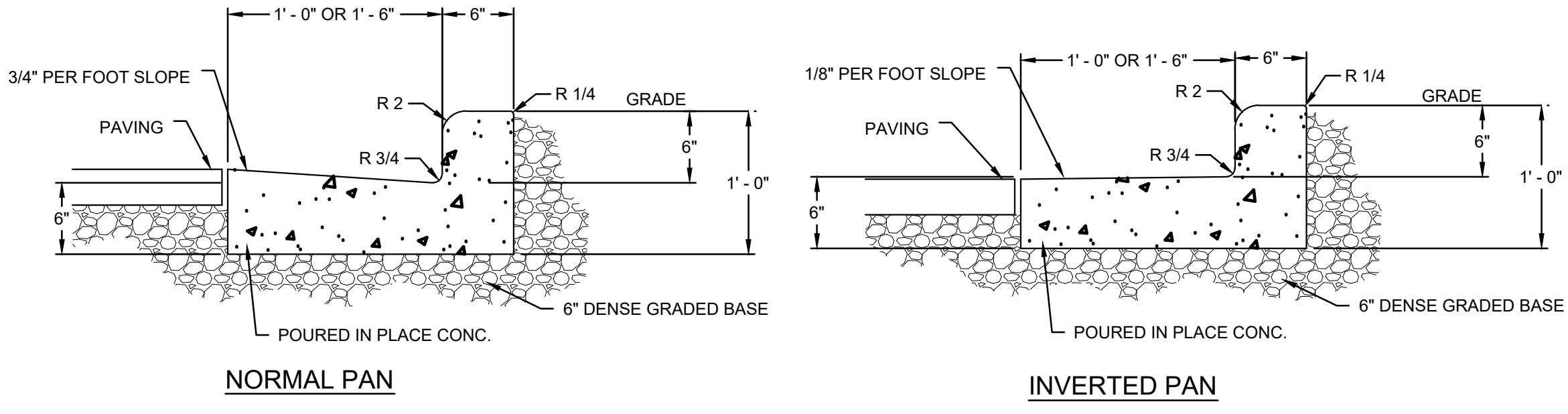
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SHEET: C6.0	

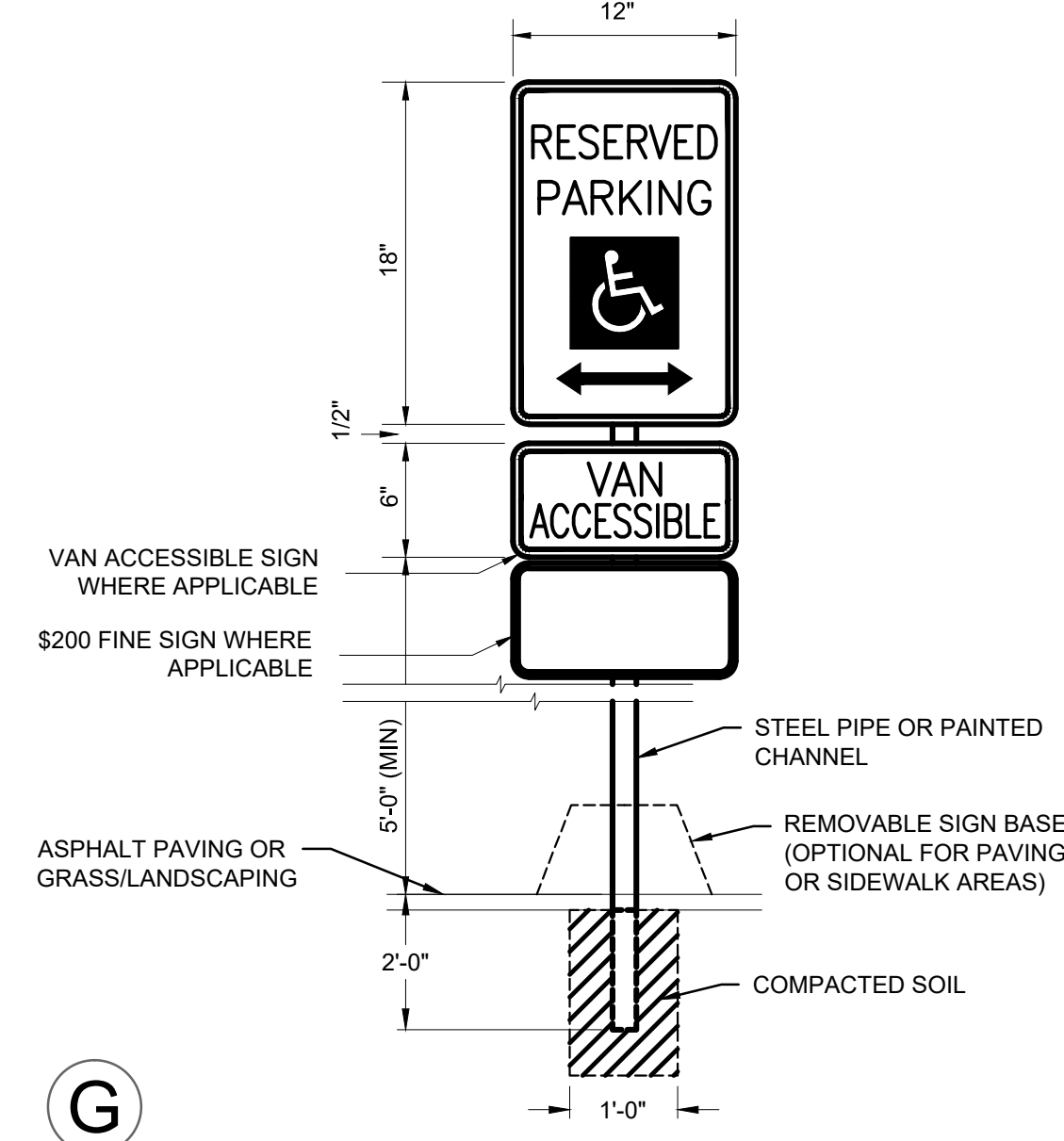


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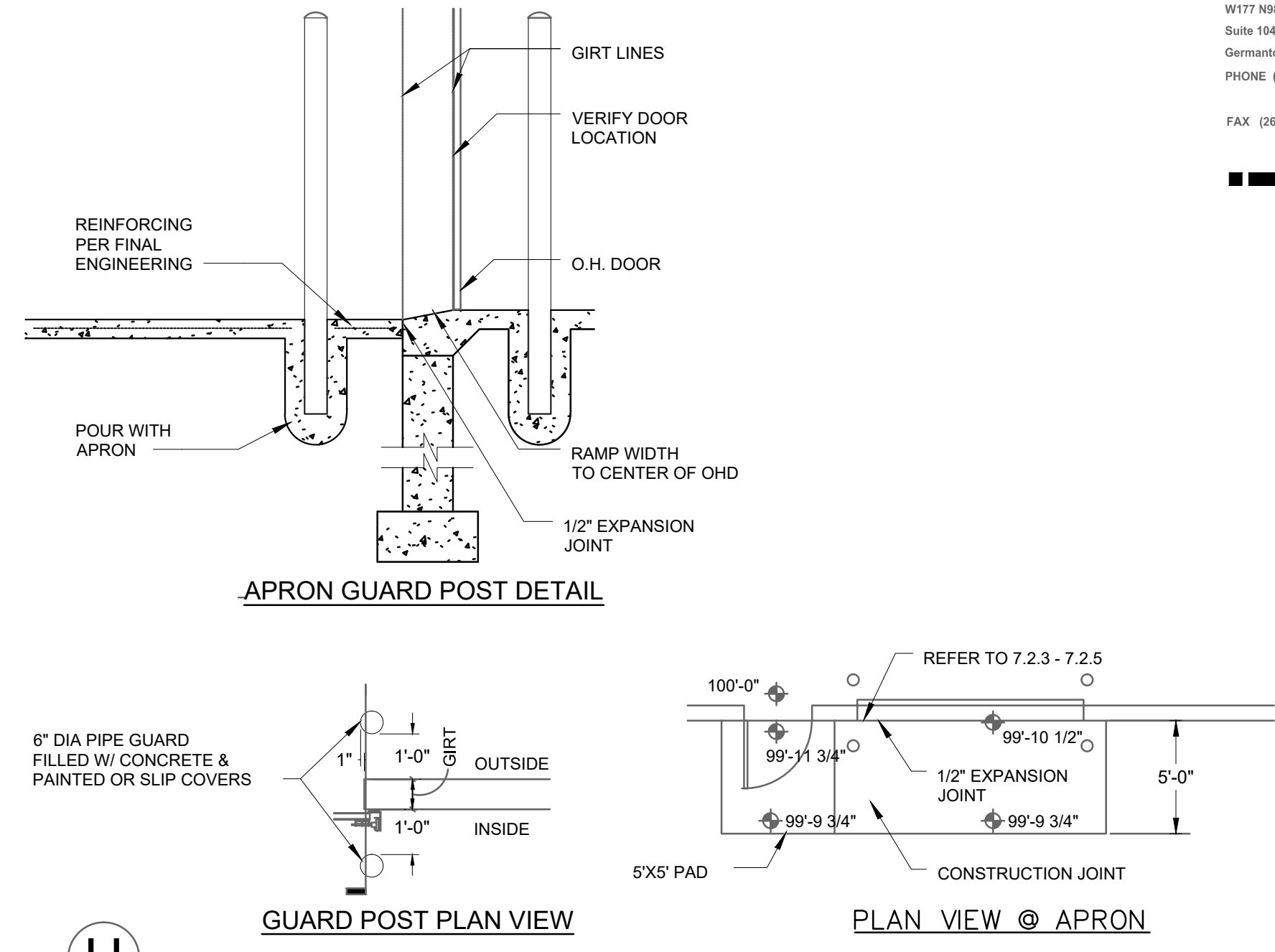
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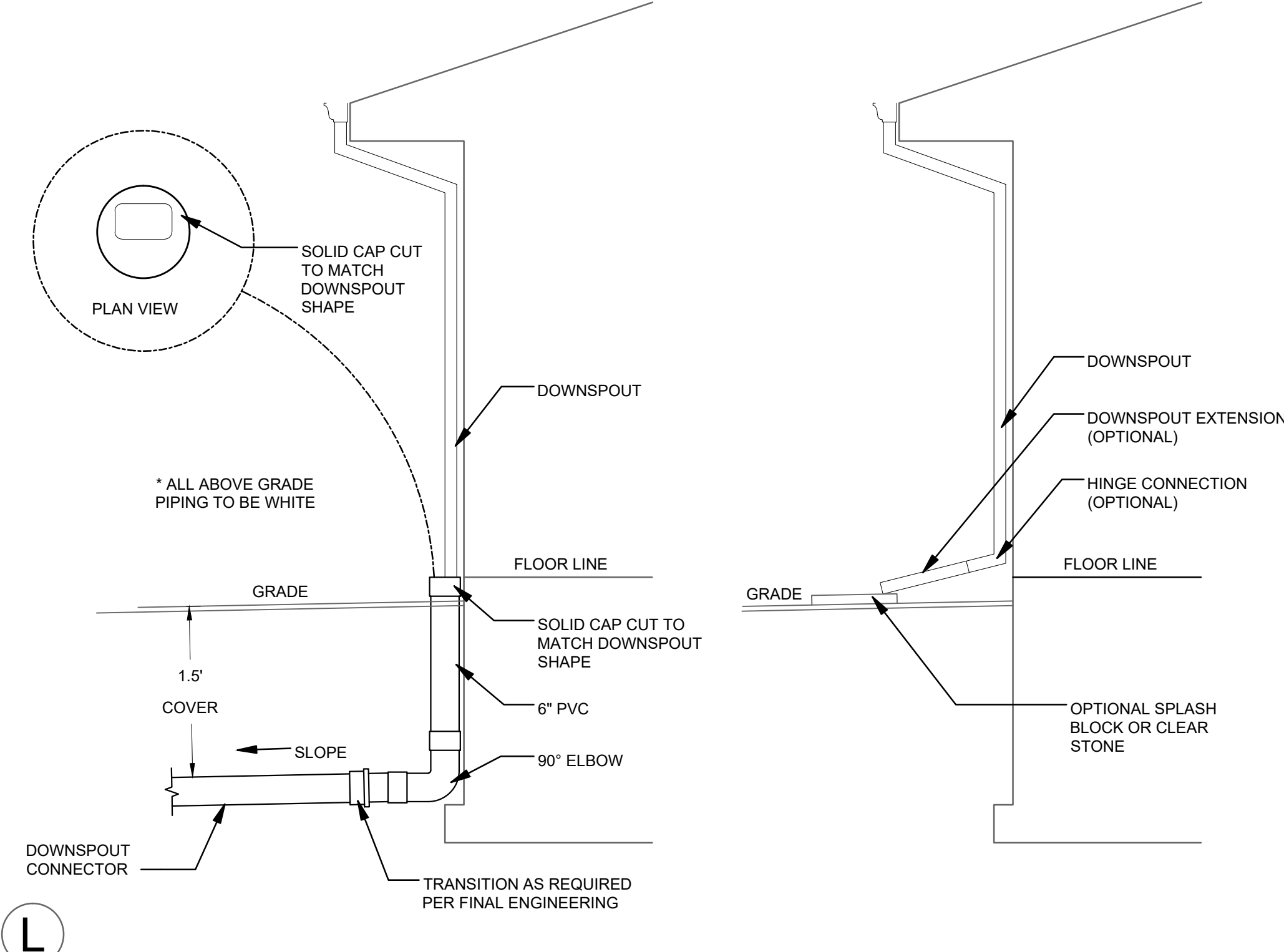
D
CURB AND GUTTER



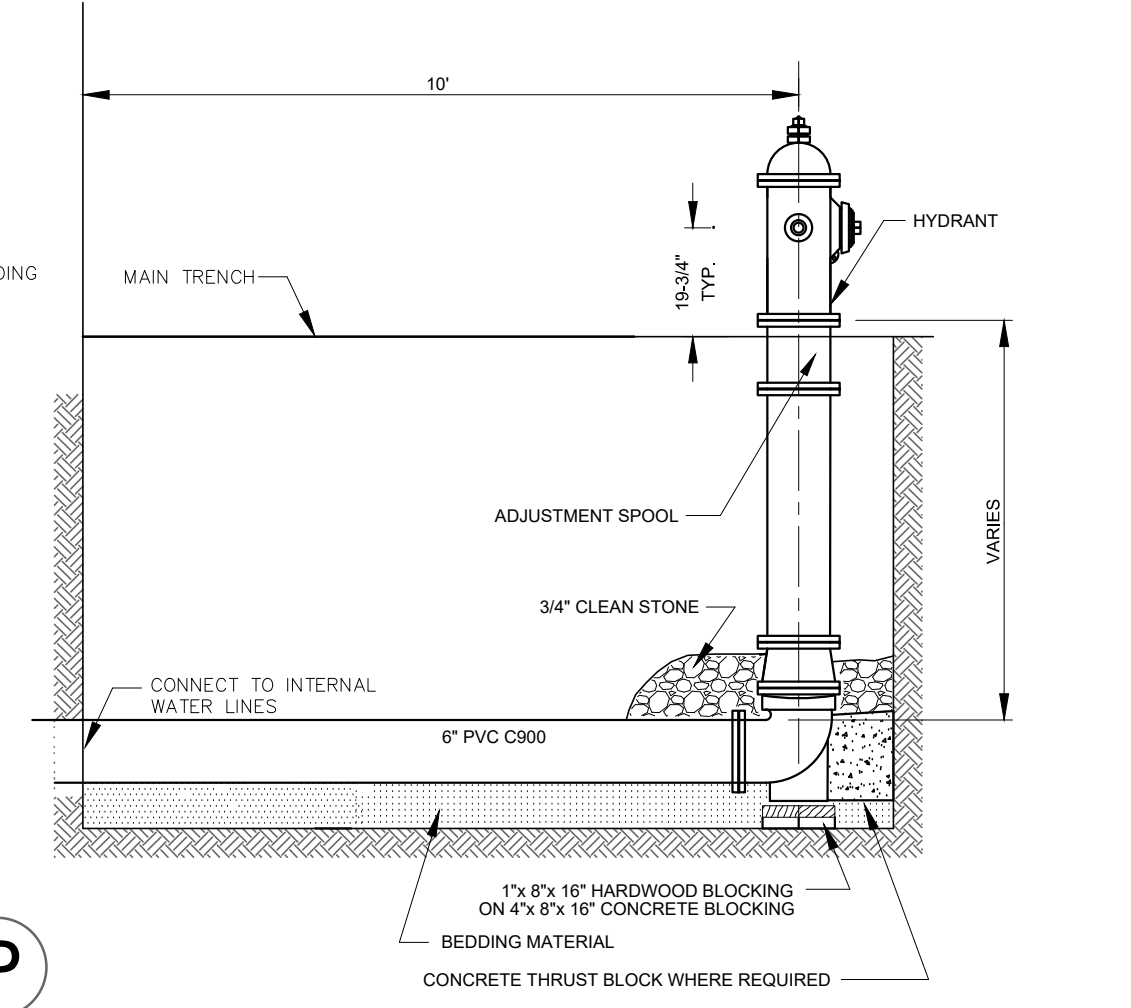
G
ADA HANDICAP SIGN



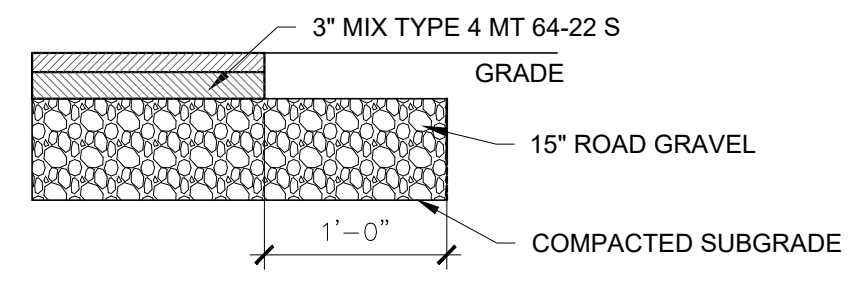
H
PIPE BOLLARD



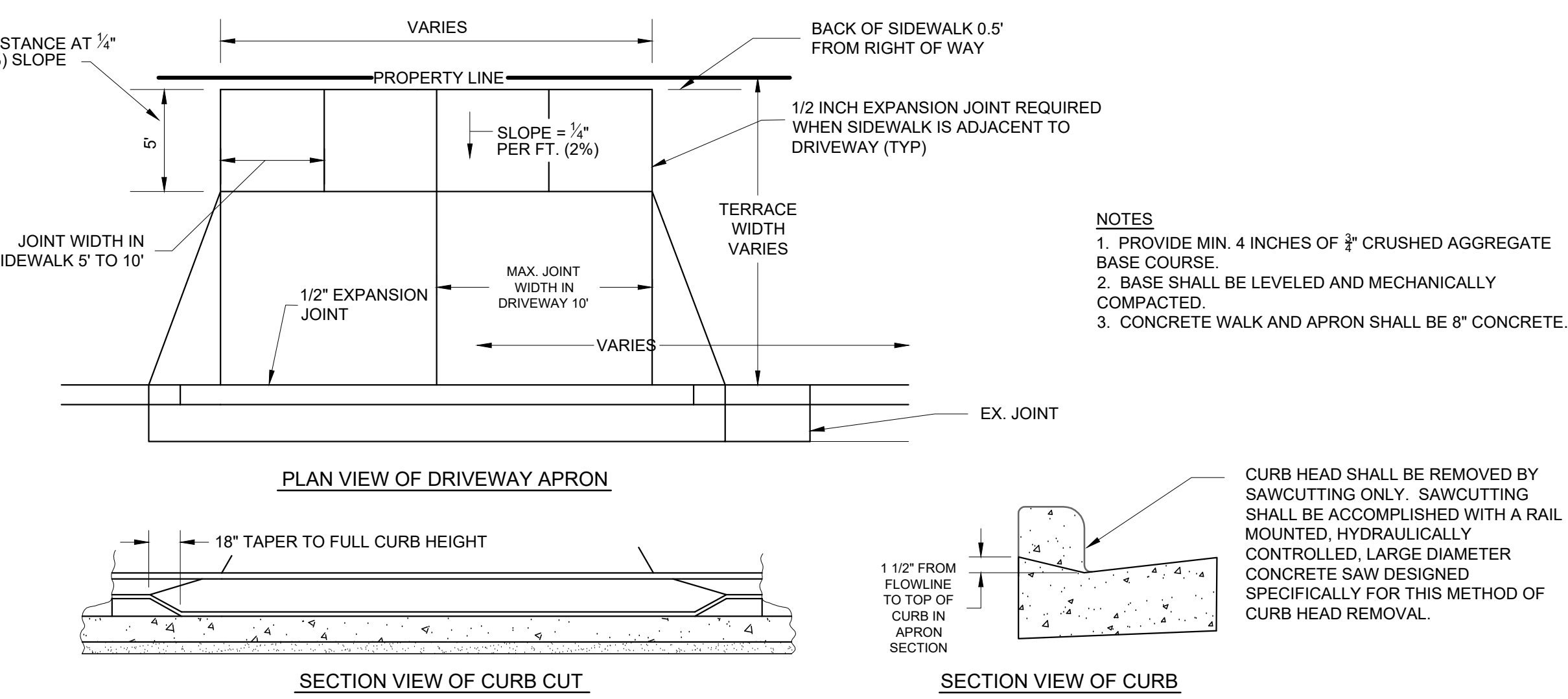
L
DOWNSPOUT DETAIL



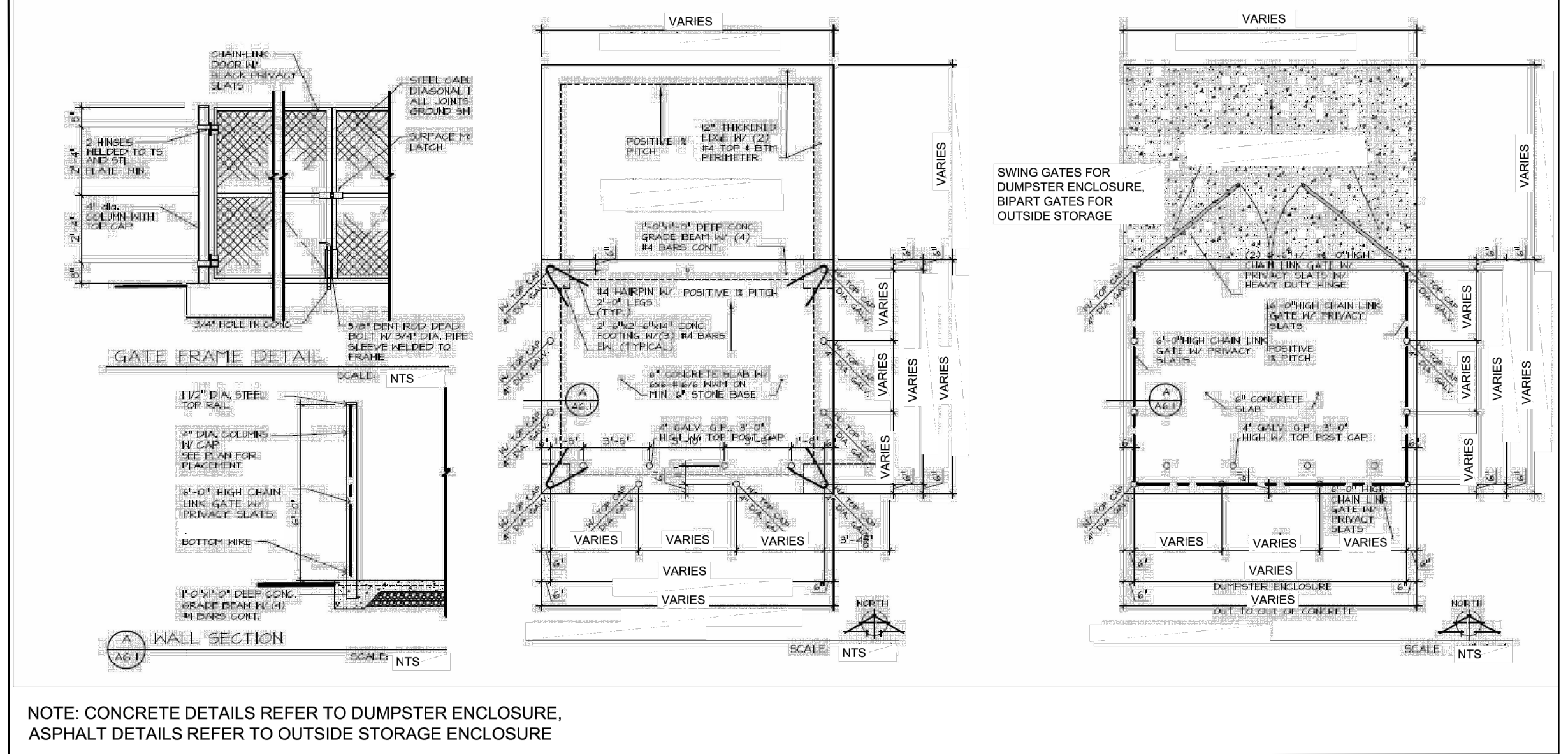
P
HYDRANT ASSEMBLY



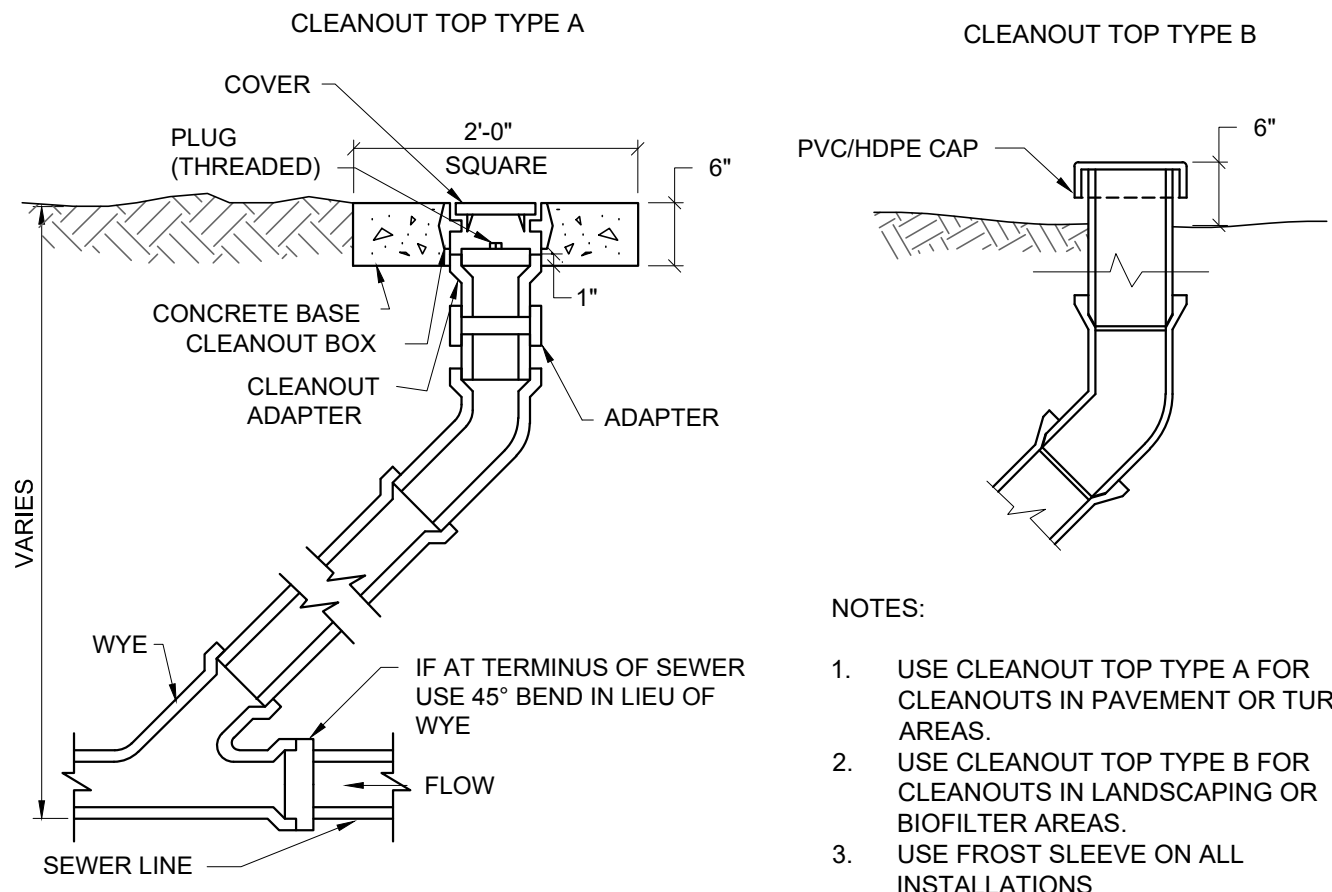
Q
ASPHALT PAVEMENT SECTION



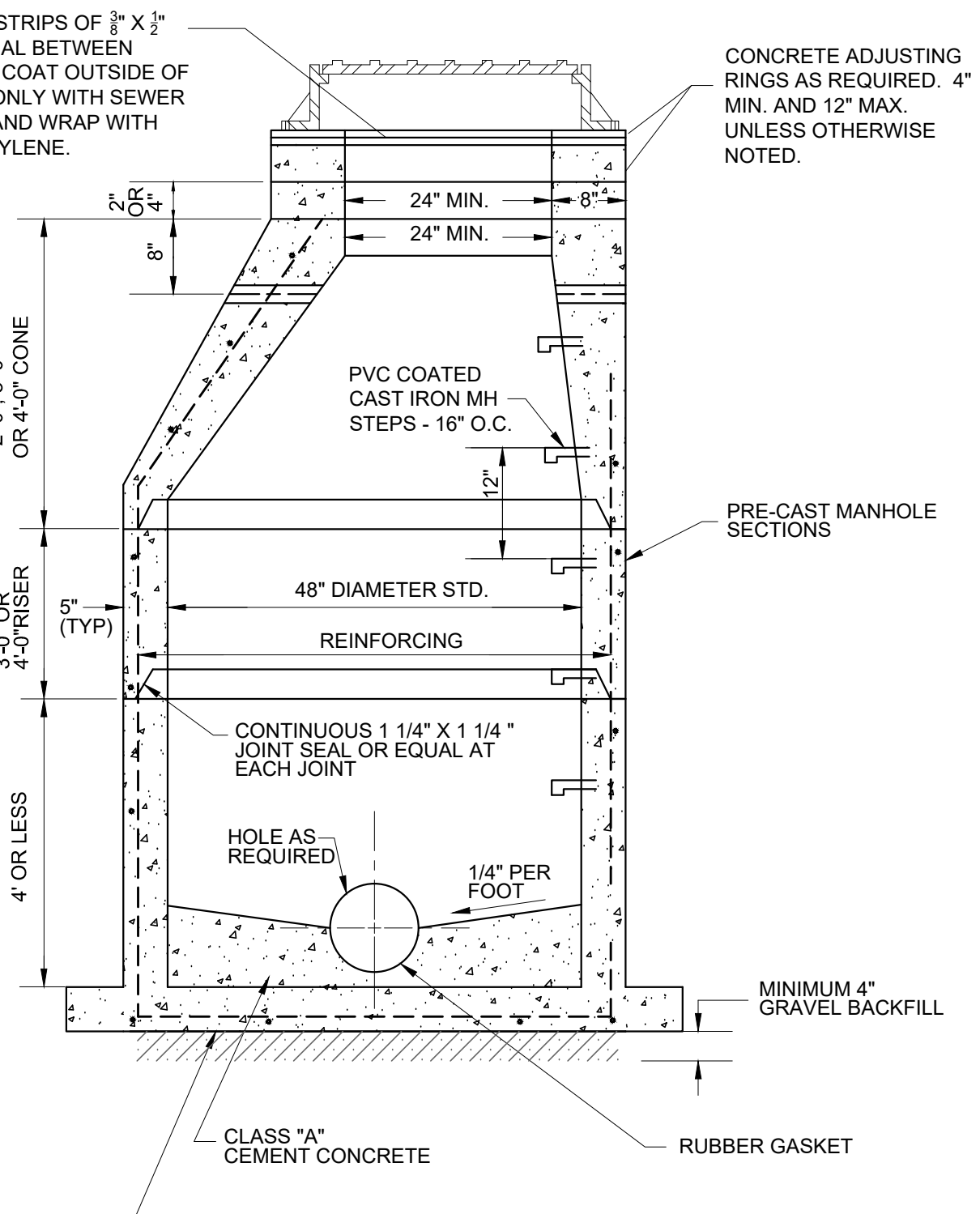
C
CONCRETE DRIVEWAY APRON



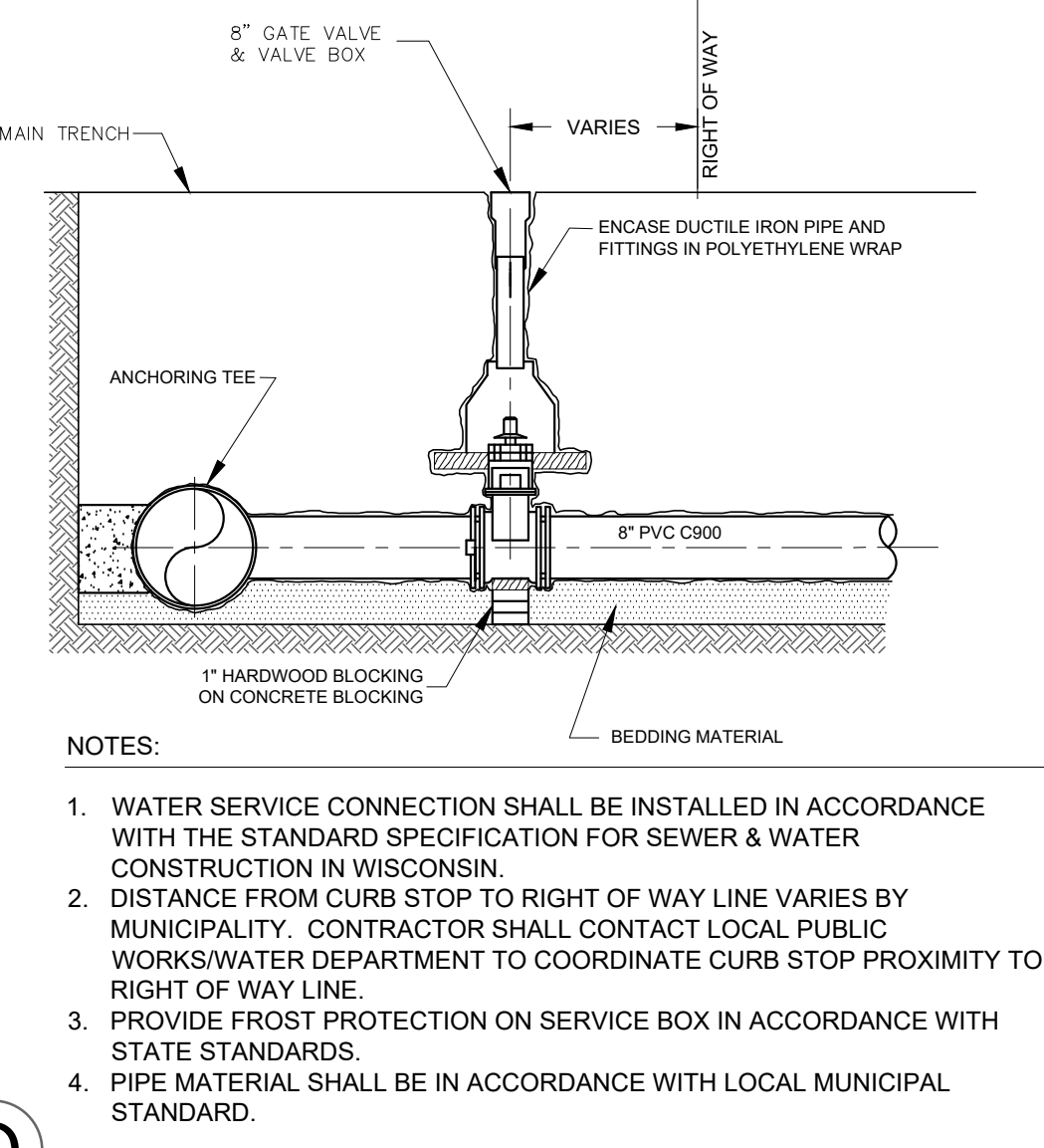
F
DUMPSTER ENCLOSURE



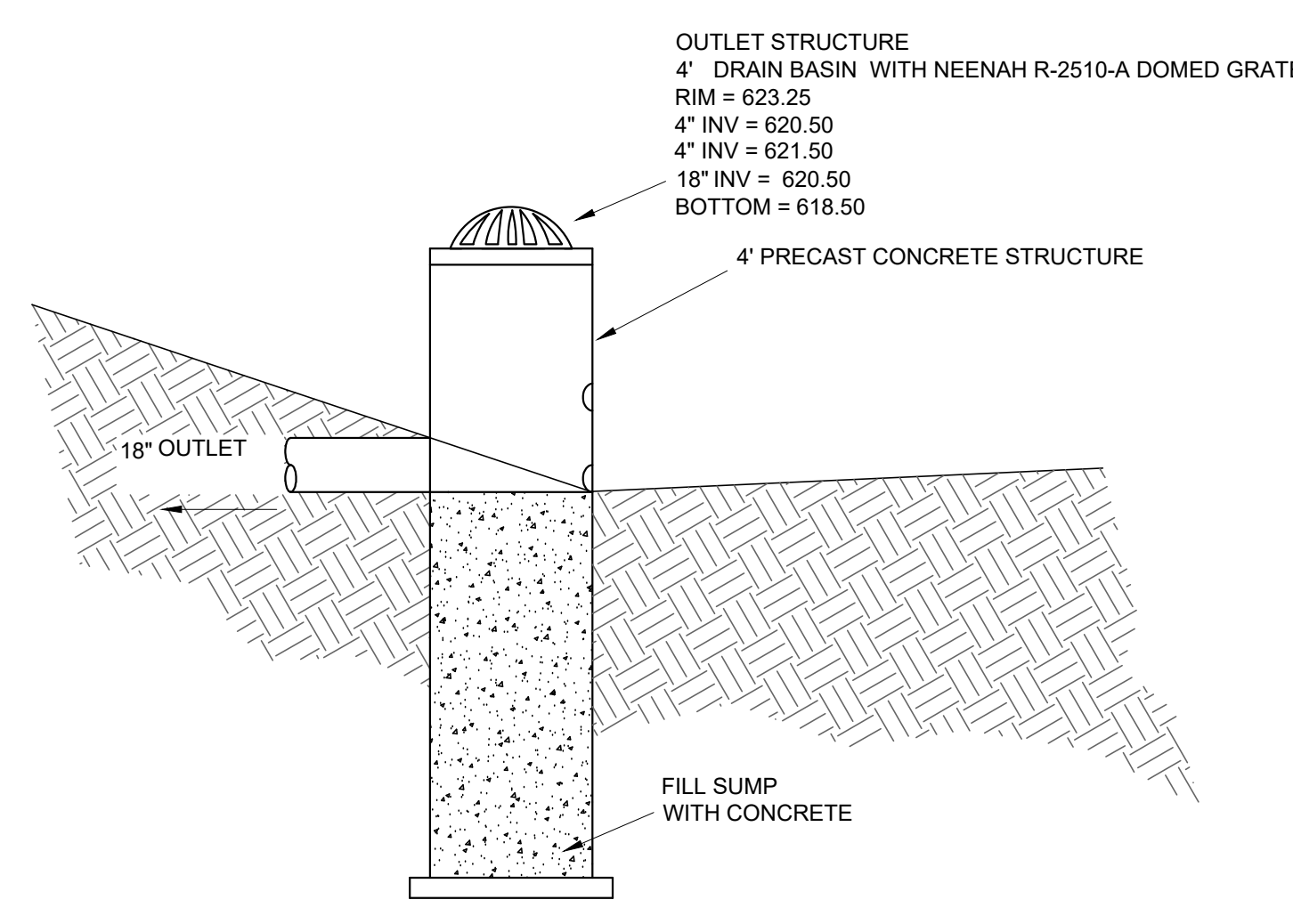
K
CLEANOUT



N
48" PRECAST MANHOLE

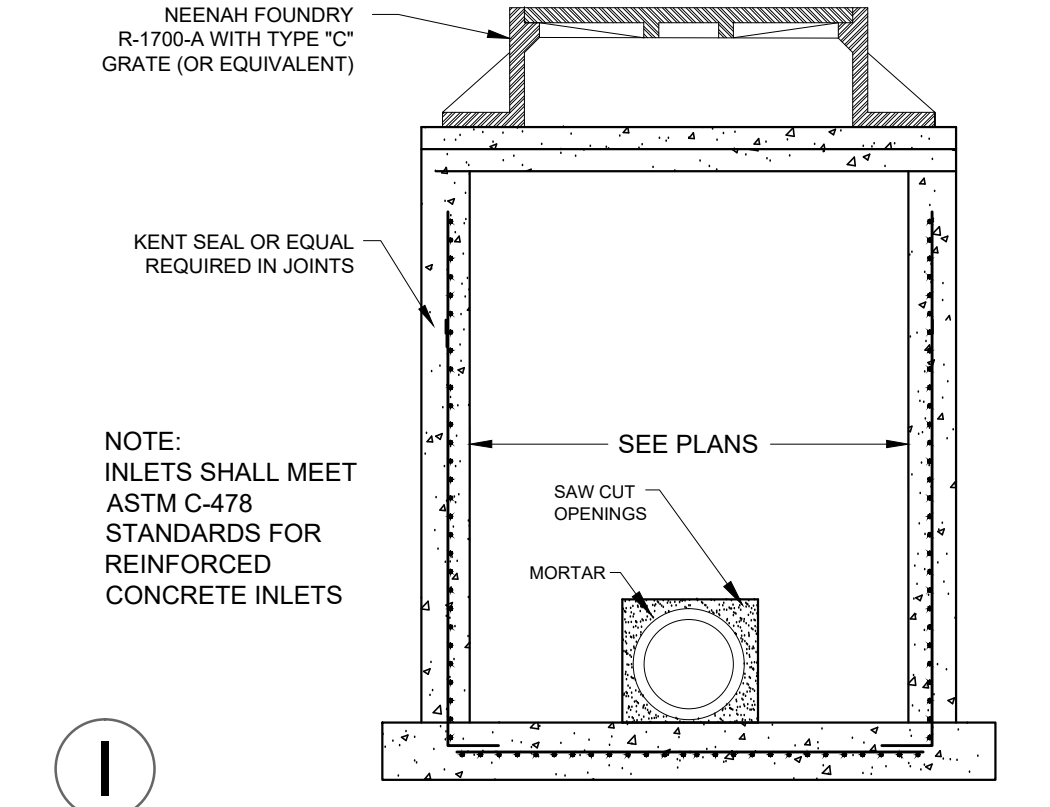


O
LARGE SERVICE CONNECTION

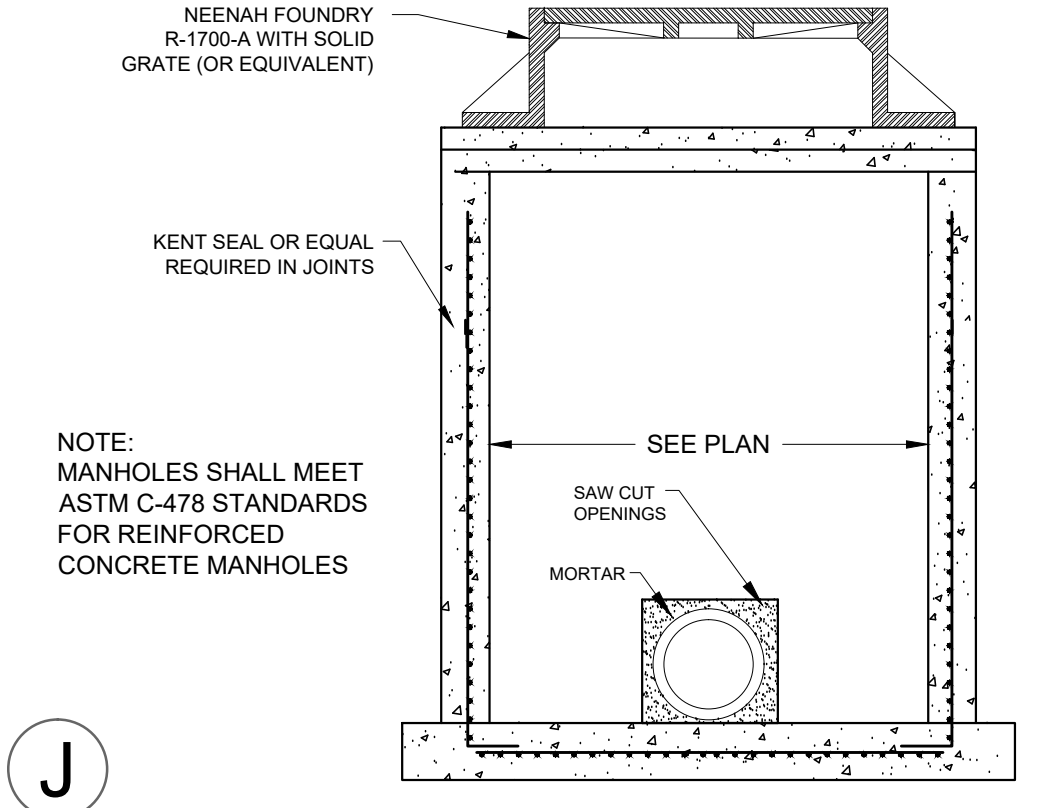


M
EAST DRY BASIN OUTLET STRUCTURE

E
FIRE LANE

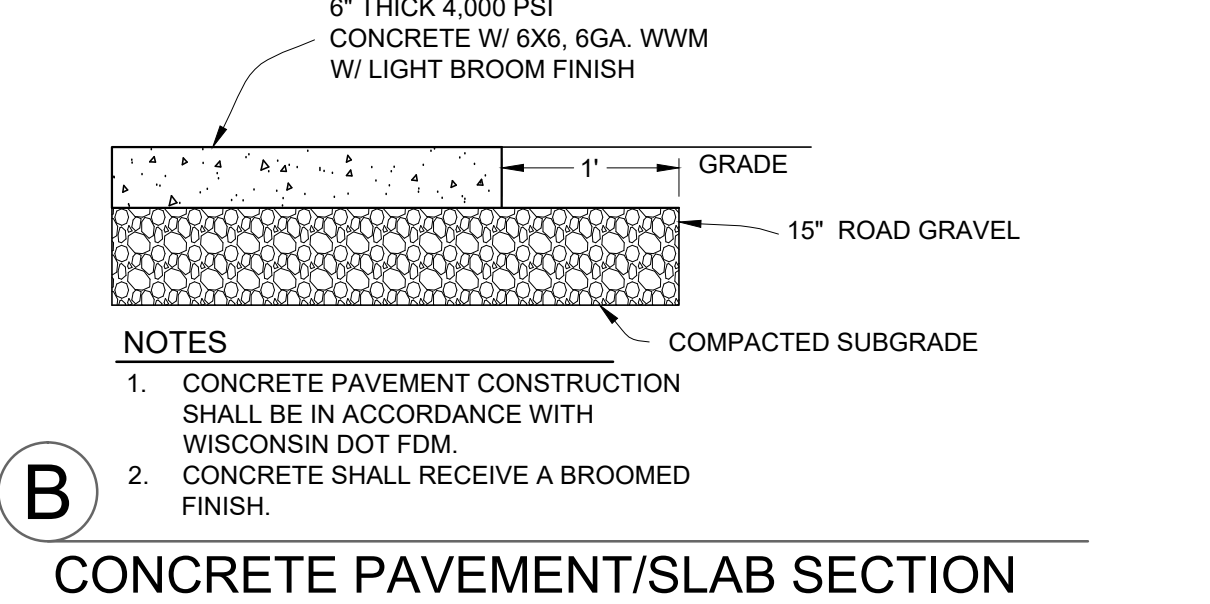


I
PRECAST CONCRETE CATCH BASIN



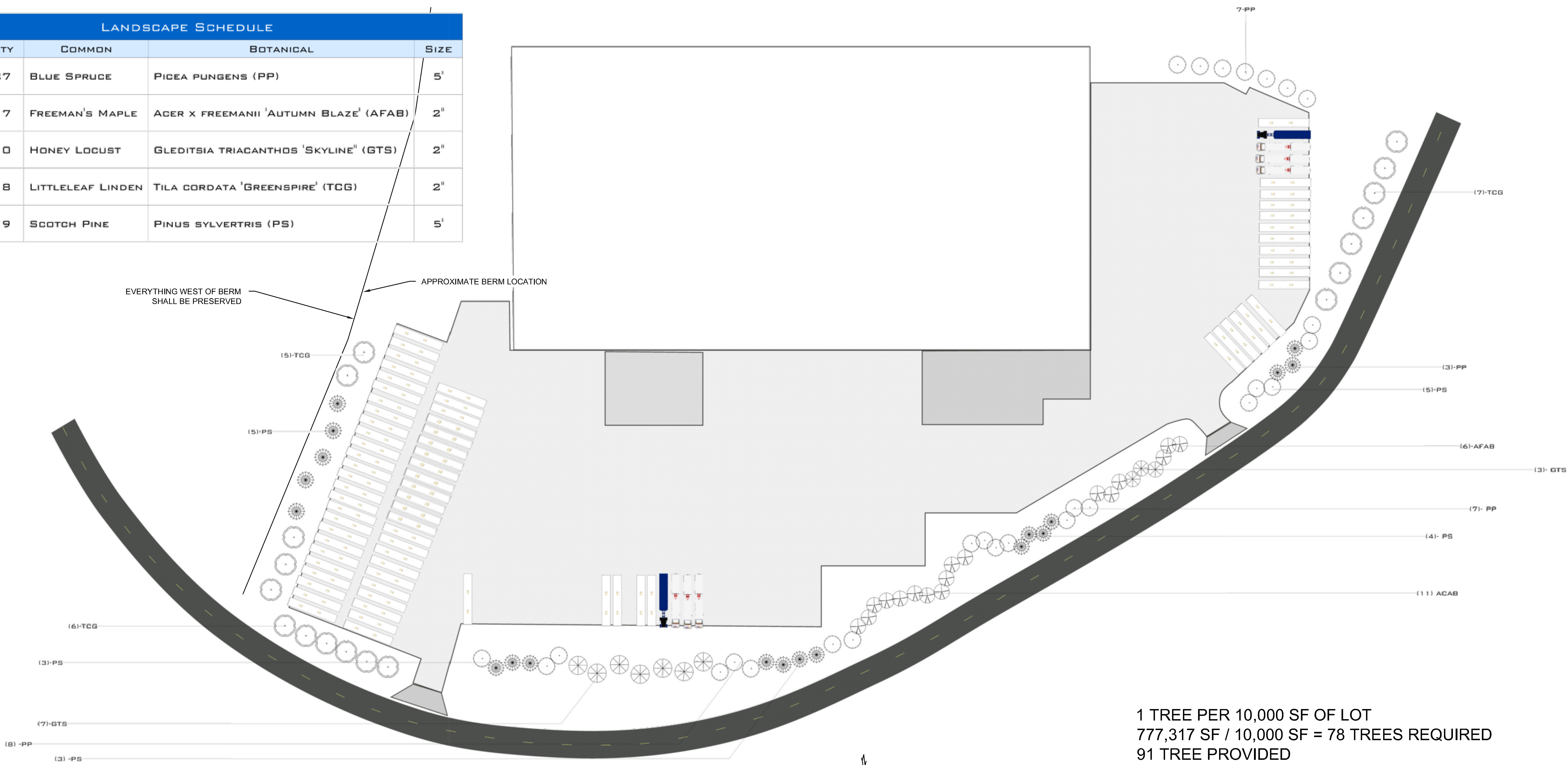
J
PRECAST CONCRETE STORM MANHOLE

A
HEAVY ASPHALT PAVEMENT SECTION

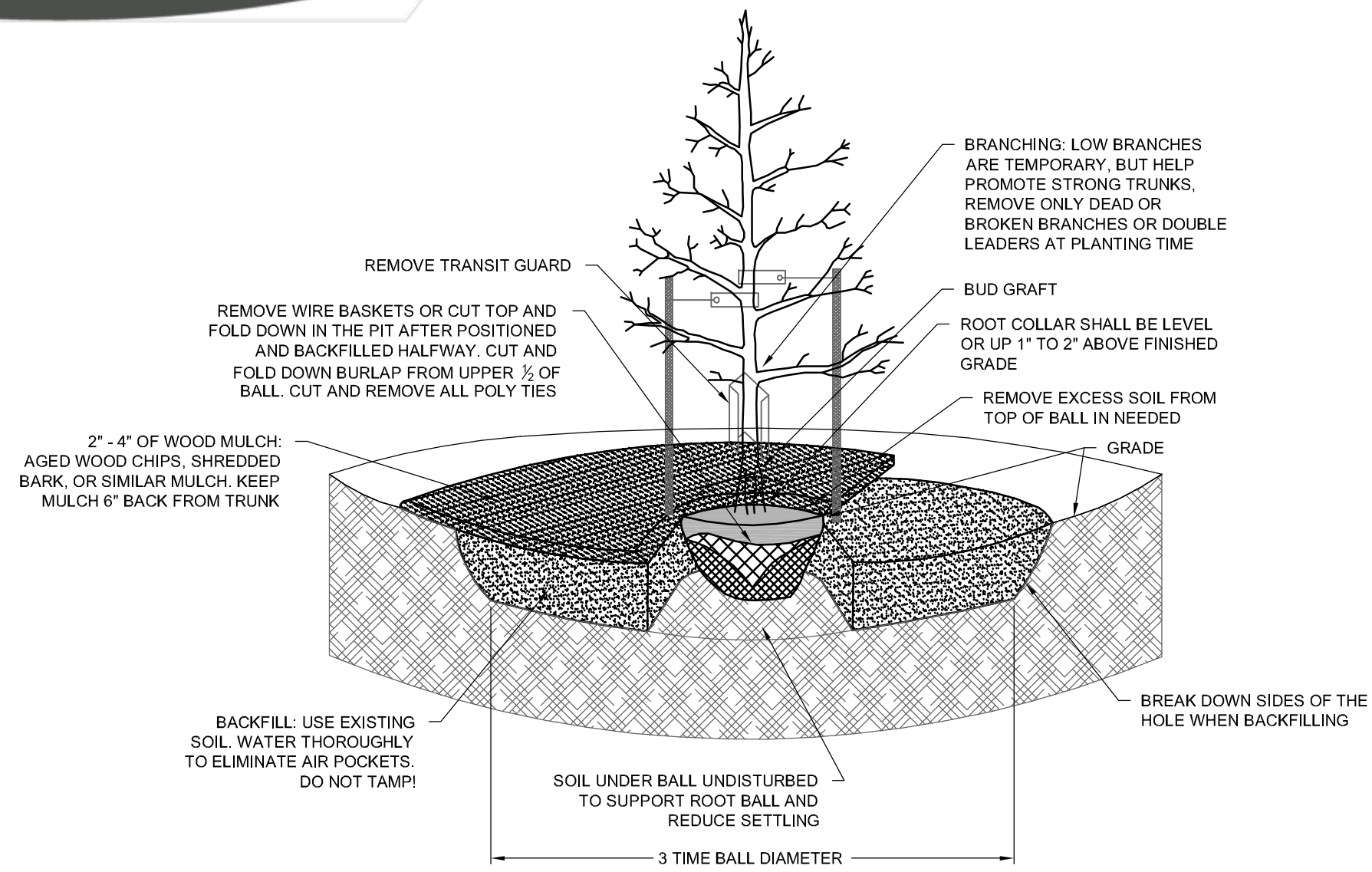


B
CONCRETE PAVEMENT/SLAB SECTION

LANDSCAPE SCHEDULE				
SYMBOL	QTY	COMMON	BOTANICAL	SIZE
	27	BLUE SPRUCE	PICEA PUNGENS (PP)	5'
	17	FREEMAN'S MAPLE	ACER X FREEMANII 'AUTUMN BLAZE' (AFAB)	2"
	10	HONEY LOCUST	GLEDITSIA TRIACANTHOS 'SKYLINE' (GTS)	2"
	18	LITTLELEAF LINDEN	TILIA CORDATA 'GREENSPIRE' (TCG)	2"
	19	SCOTCH PINE	PINUS SYLVERTRIS (PS)	5'



1 TREE PER 10,000 SF OF LOT
777,317 SF / 10,000 SF = 78 TREES REQUIRED
91 TREE PROVIDED
30% HARDWOOD TREES REQUIRED (24 TREES)
45 PROVIDED



- PLANTING NOTES:
1. STAKE ONLY IF HAVE TO. USE 2" - 3" WEBBING STRAPS AND SECURE TO STAKES WITH HEAVY GAUGE WIRE. THE WIRE SHOULD BE ABLE TO STICK STRAIGHT OUT FROM THE STAKE AND HOLD THE WEBBING STRAP UP, PREVENTING IT FROM SLIDING DOWN THE TREE. DO NOT STAKE TIGHTLY. TREES GAIN STRENGTH FROM MOVEMENT. REMOVE ALL STAKES AFTER ONE YEAR.
 2. USE OF TREE WRAP IS NOT RECOMMENDED, AS IT CAUSES A NUMBER OF PROBLEMS FOR THE TREE

A
PLANTING DETAIL



Sheet Title

Designed by Created by Checked by



920-427-0562
APPLETON, WI 54913

FOXSTAR

DEPERE, WI

2.12.18

Date

3.6.18

Revision

File Number



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REVISIONS	
R6	10.25.2017
R7	11.15.2017
R8	12.1.2017
R9	12.12.2017
R12	02.08.2018 JHS

PROJECT MANAGER:
C. VANDEWETTERING

DESIGNER: J STOJKE

DRAWN BY: JORDAN

EXPEDITOR: _____

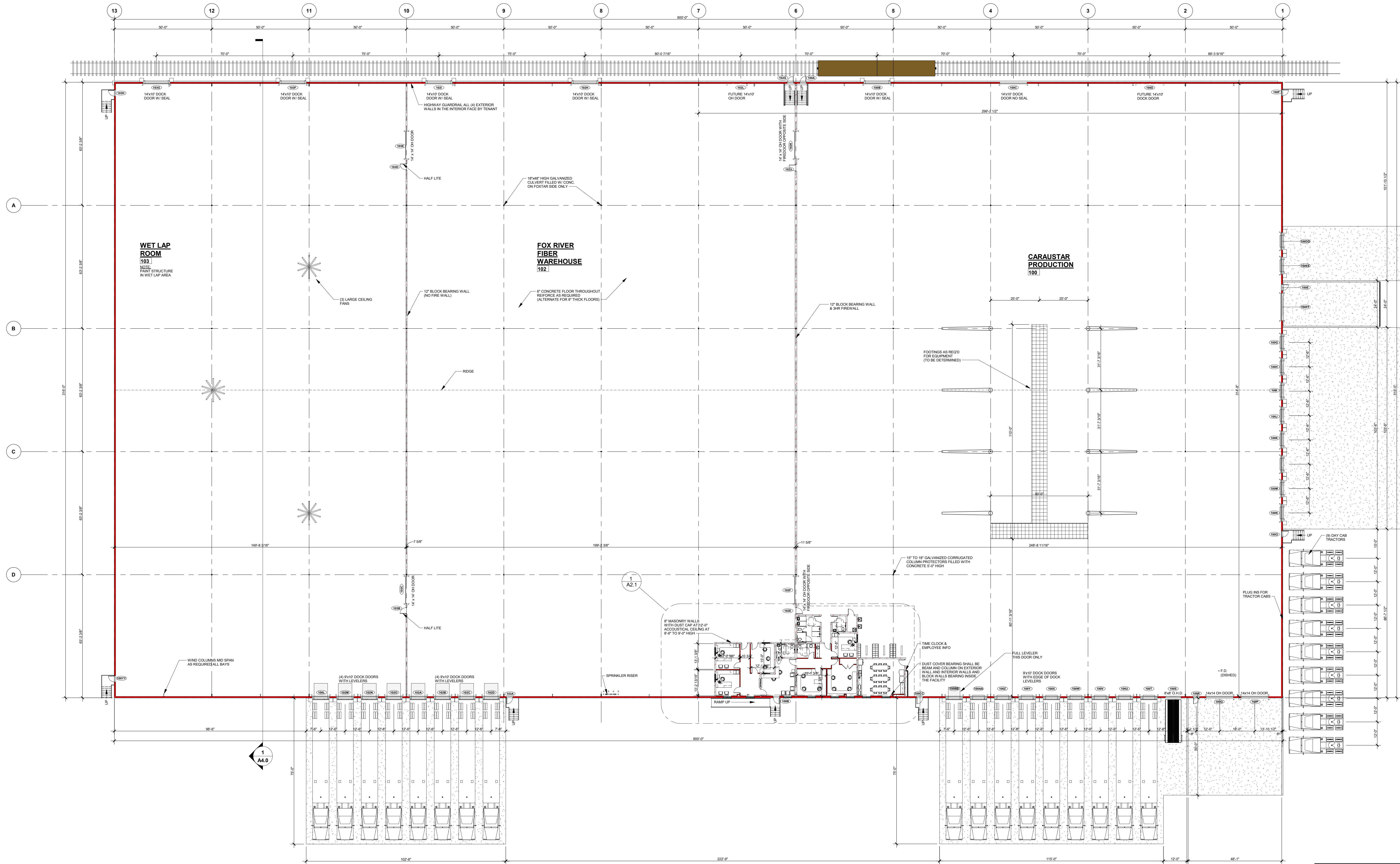
SUPERVISOR: _____

PRELIMINARY NO: P17292

CONTRACT NO: _____

DATE: 10.17.2011

SHEET: **A2.0**



WALL KEY	
	NEW WALL/FURRING
	NEW MASONRY/ VENEER WALL
	NEW COOLER/ FREEZER WALLS
	NEW FOUNDATION WALL
	TYPICAL EXISTING WALL
	DEMO WALLS
	FIRE WALL OR FIRE BARRIER



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REVISIONS	
R6	10.25.2017
R7	11.15.2017
R8	12.1.2017
R9	12.12.2017
R12	03.21.2018 JHS

PROJECT MANAGER:
C. VANDEWETTERING

DESIGNER: J STOJKE

DRAWN BY: JORDAN

EXPEDITOR: _____

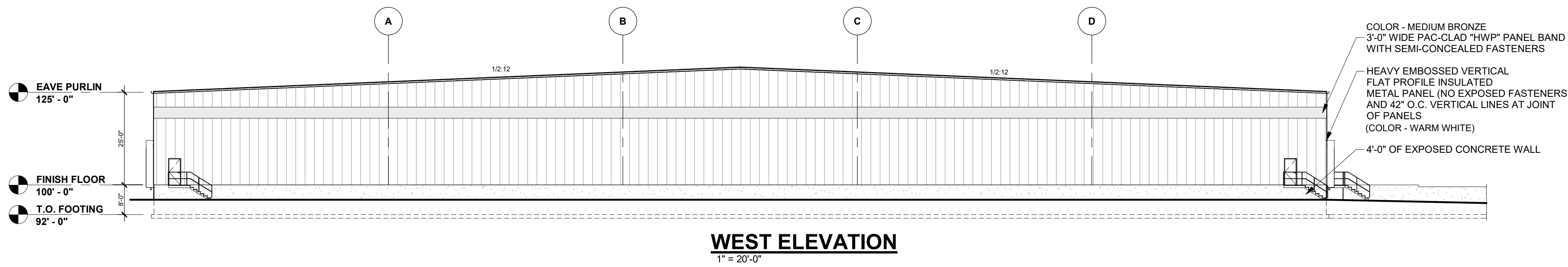
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PRELIMINARY NO: P17292

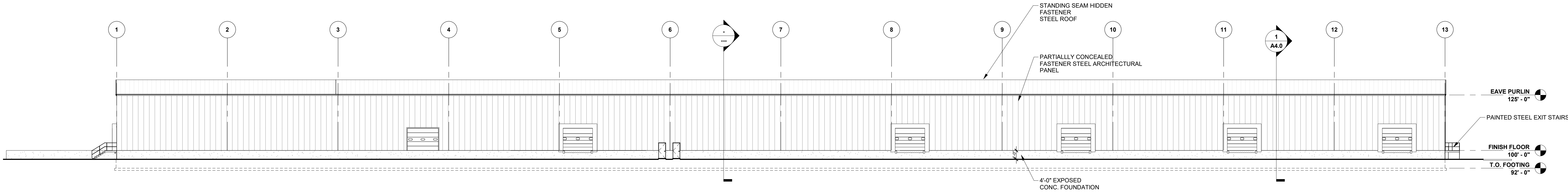
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DATE: 03/16/11

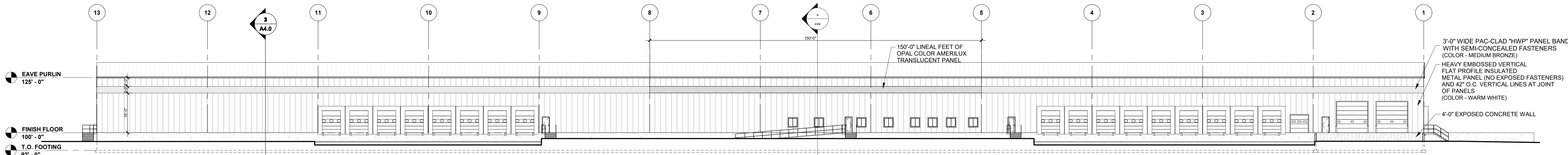
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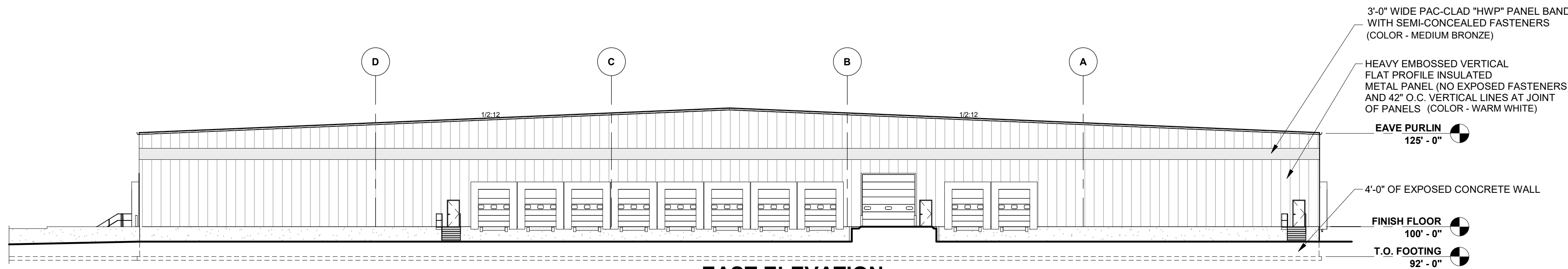
WEST ELEVATION
1" = 20'-0"



NORTH ELEVATION
1" = 20'-0"

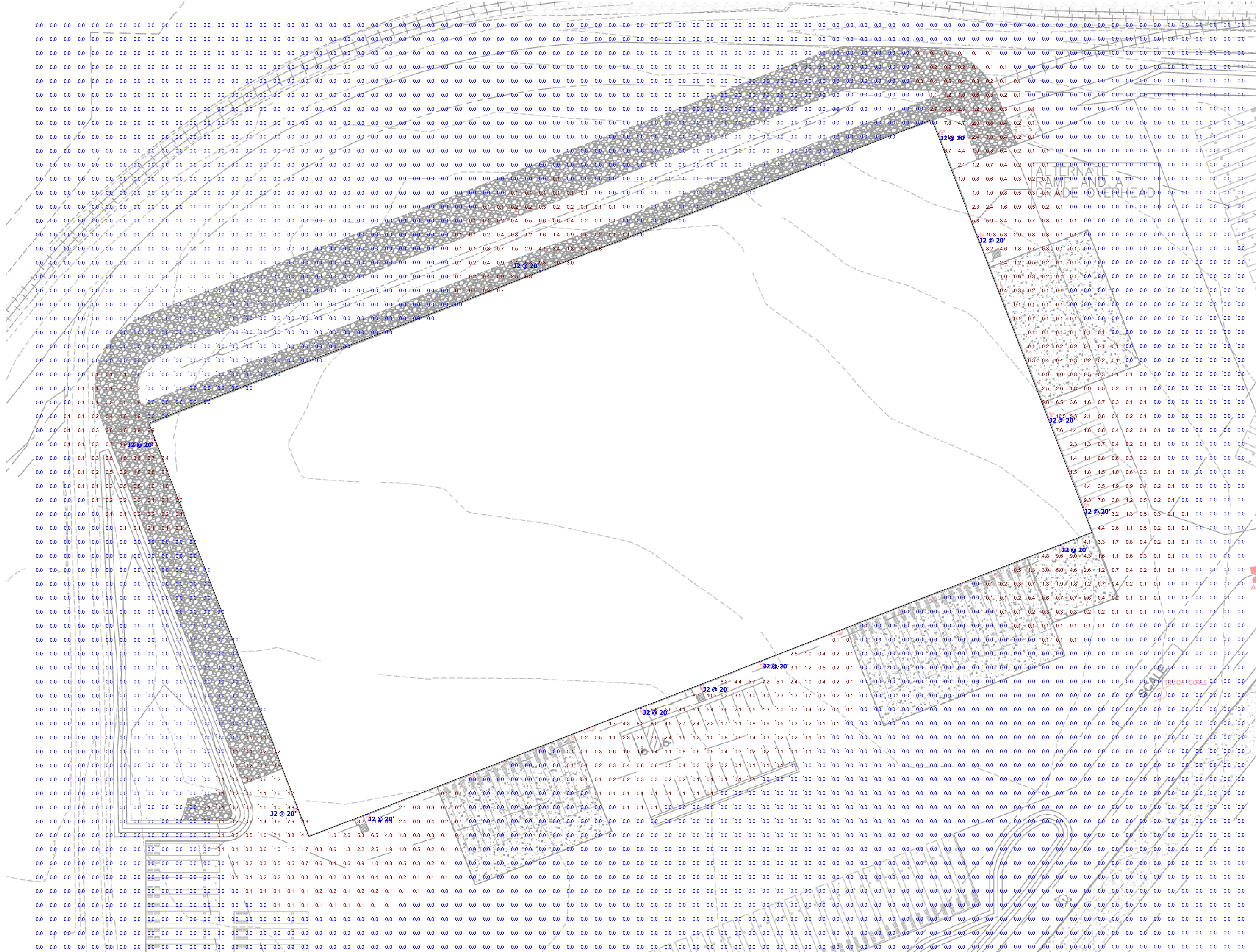


SOUTH ELEVATION
1" = 20'-0"



EAST ELEVATION
1" = 20'-0"

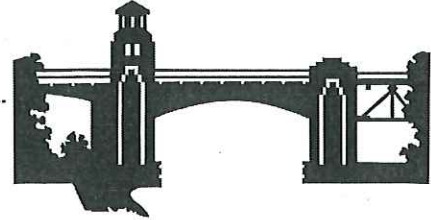




Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	J2	12	Lithonia Lighting	OLWX2 LED 150W 50K	150W 5000K LED WALL PACK	LED	1	OLWX2_LED_150W_50K.ies	13489	0.9	146.02

CITY OF DE PERE

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



March 27, 2018

Robert Mach
Mach IV
2260 Salscheider Ct
Green Bay, WI 54313

RE: Site Plan Review for new manufacturing building and parking area for FoxStar Investments LLC
at 2010 Venture Avenue (Parcel WD-1049-2)

Dear Mr. Mach:

Thank you for the site plan application for FoxStar Investments LLC located at 2010 Venture Avenue. The City of De Pere Plan Commission reviewed the Site Plan application on 3/26/18 and recommended conditional approval by a vote of 4-1, subject to compliance with the staff comments and the following conditions outlined on the attachment.

Please prepare a site plan resubmittal that addresses the attached conditions. The resubmittal should be sent to myself and must include digital PDF files of all drawings, one full size set, and one 11x17 set.

The final site plan will not be formally approved, and no permits will be issued, until all of the conditions have been satisfied and the City has issued a final site plan approval memo. Approval by Common Council is not required for this site plan.

Should you have any questions regarding the decision or require further information, contact me at 339-4043 or pschleinz@mail.de-pere.org.

Sincerely,

A handwritten signature in black ink that reads "Peter Schleinz". The signature is fluid and cursive, with a long, sweeping horizontal line extending from the end of the name.

Peter Schleinz
City Planner

cc: Kimberly Flom, RLA/AICP, Development Services Director
Dennis Jensen, Senior Building Inspector

Attachment: Exhibit B-FoxStar Investors Sale-Purchase Agreement (6846 : Resolution #18-34 Authorizing Agreement with FoxStar Investors,

ATTACHMENT: Plan Commission Comments and Conditions of Approval

Staff Comments:

Engineering:

1. Sheet C2.0: Note #5 references structural drawings that are not provided.
2. Sheet C3.0: As-built drawings will be required for the storm sewer features and detention ponds. Plans shall be stamped by a licensed engineer certifying that the storm water features are meeting proposed treatment standards.
3. Will need approval from Canadian National on new rail spur. Otherwise Canadian National will not service this new line.
4. The developer will need to acquire an agreement with Canadian National for the railroad spur.
5. Provide clarification regarding who will own and operate the new switch to service the property.
6. Show adjacent right-of-way lines.

Fire:

1. The applicant should contact the Fire Department prior to submitting building permit plans in order to review fire code requirements.

Forestry:

1. None.

Health:

1. None.

Planning:

1. Identify all building colors and materials on the elevations (many are missing).
2. The use of architectural paneling must be approved for the building by Plan Commission.
3. Provide signage location(s). Including signage on building, monument signage, directional signage, etc.
4. A proposed chain link fence and slat screening for the waste area will need to be changed to other acceptable materials.

Inspection:

1. None.

Other Conditions:

1. A successful purchase of the land from the City of De Pere.
2. Approval of architectural panel as an acceptable building material.

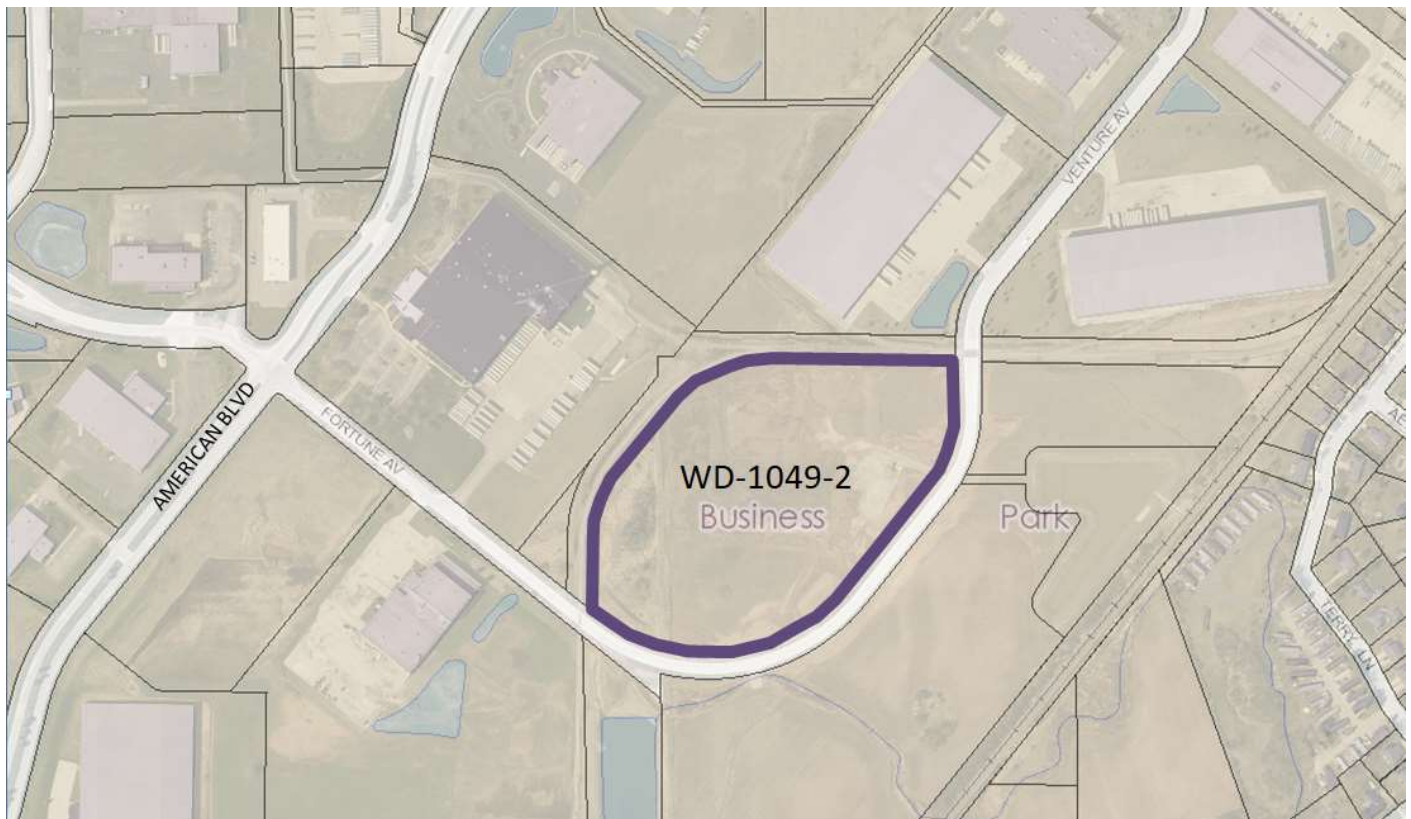
City of De Pere MEMORANDUM



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

RE: **Purchase/Sale Agreement Terms with Keller Inc. for the FoxStar project to be located at 2010 Venture Avenue (Parcel WD-1049-2).**

Keller Inc. has requested to purchase and develop 17.845 acres of City owned land in the West Industrial Park. The property, Parcel WD-1049-2 is located on Venture Avenue, an area recently improved with road and stormwater infrastructure. The Finance and Personnel Committee discussed this property at their May, 2017 meeting. Keller, Inc. has since been selected to complete the project and proposed an approximately 189,000 s.f. warehouse/manufacturing facility with accessory surface parking and trailer parking. The building would be leased to two tenants, Fox River Fiber and Caraustar. Fox River Fiber would utilize the facility as an extension of their current location in the West Industrial Park. Caraustar would be consolidating and relocating two locations.



Property Location – Parcel WD-1049-2

We propose a TID incentive for this project that includes the following terms:

- Estimated Assessed Value of \$8,000,000. Project completion (full assessment) by January 1, 2020.
- Compliance with all City codes. Plan Commission approval of site plan and building elevations.
- Acquisition of City property at listed price of \$40,000/acre (\$713,800 for 17.845 acres). Full payment due at property closing.
- Approximately 9% of Assessed Value TID incentive to be distributed in a Pay Go scenario.
 - Paid annually over the life of the TID as a 23.9% rebate to the property tax bill.
 - Estimated total payment could range from \$550,000 (\$6,500,000 value) to \$720,000 (\$8,000,000 value).
 - Rebate percentage stays constant at 23.9%, even if property assessed value increases or decreases.
- PILOT required if assessed value falls under \$6,500,000.

TID Incentives for the West Industrial Park can range from 0% to 25% of guaranteed assessed value, depending on the project. Recent projects have ranged from 10% to 19%. In the past year, land grants have become the most common incentive. Factors that influenced the terms proposed for this project include:

- 1) Warehouse buildings do not generate substantial employment or building value/acre.
- 2) The proposed businesses are not expanding, but are relocating and/or consolidating from other areas in the region.
- 3) 25 people will be employed at the building, but they will not be new employees.
- 4) The property does include approximately 2 acres of possible wetlands, which makes the area difficult to develop.
- 5) The companies intend to use the rail spur.
- 6) The developer has proposed landscaping above Code requirements in order to screen the building and the semi-trailer parking.

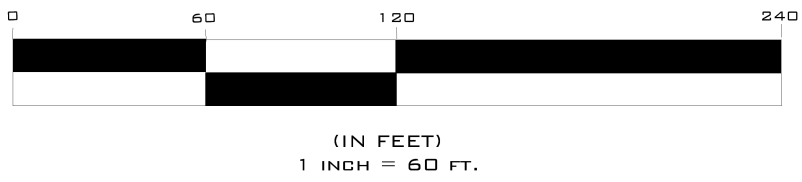
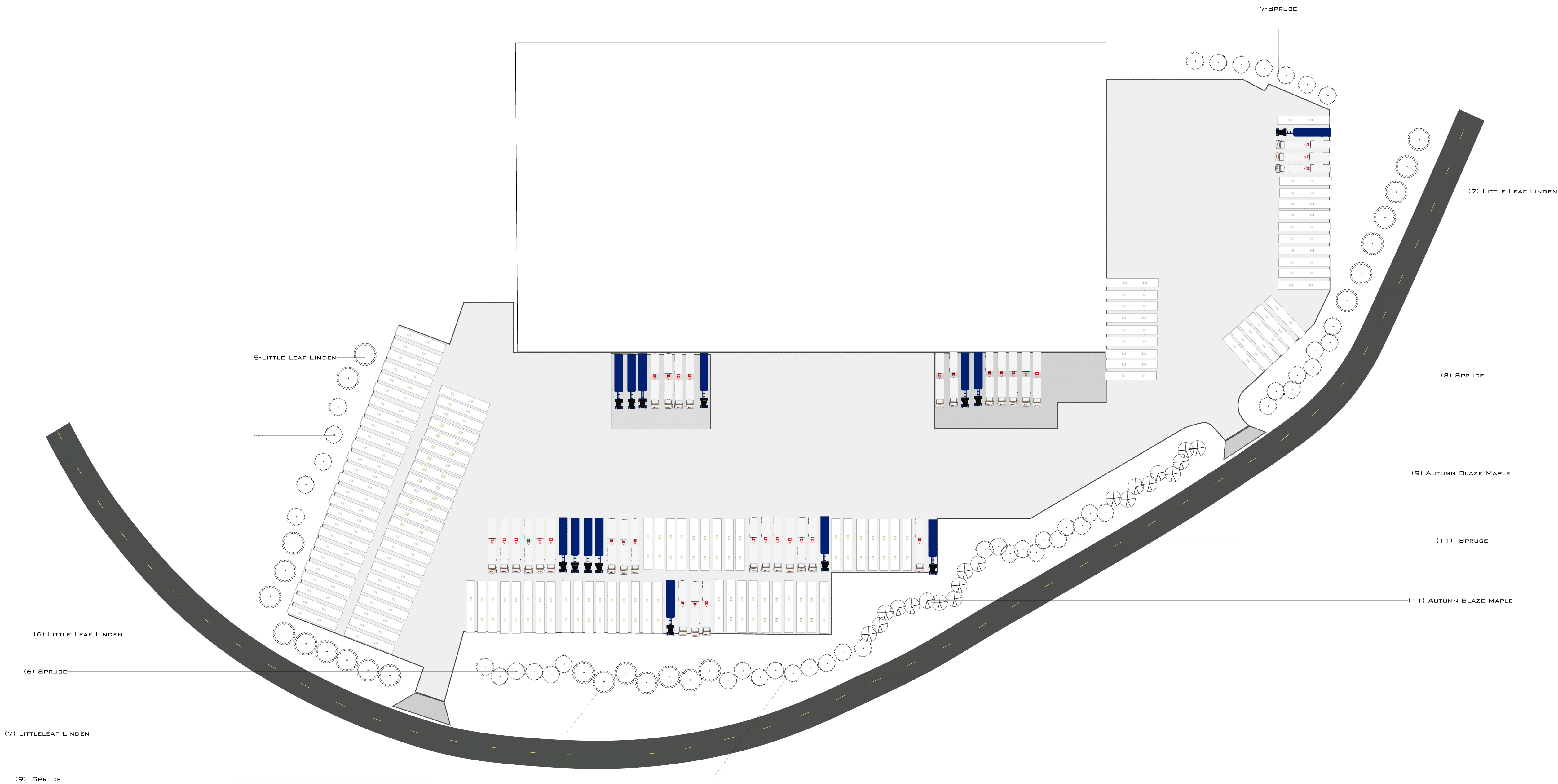
In addition to the term review by Finance and Personnel, the following reviews are also required prior to property closing and development. The developer hopes to begin construction on the site in spring of this year.

- Site Plan Review by Plan Commission – March 26, 2018
- Purchase/Sale Agreement review by Council – April 2018

If the terms are approved by the Finance and Personnel Committee, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting.

Please contact me (kflom@mail.de-pere.org or 920-339-4043) with any questions regarding this item.





2.12.18

Date

3.6.18

Revision

File Number

FOXSTAR

DEPERE, WI



920-427-0562
APPLETON, WI 54913



Sheet Title

Designed by

Created by

Checked by

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-35 Approving Facade Improvement Project and Authorizing Disbursement of Grant (353 Main Avenue - Parcel WD-917)

At their meeting on Monday, March 26, by a vote of 5-0, the RDA recommended approval of the facade grant for 353 Main Avenue in an amount not to exceed \$4457.00, subject to the condition that the final grant payment be calculated based on submitted receipts and approved expenses, and that the recommendation be forwarded to Council.

ATTACHMENTS:

- Reso18-35 (DOCX)
- Exhibit A (Part 1) 353 DePere RDA Application (PDF)
- Exhibit A (Part 2) 353 Facade Grant 2018 Update (PDF)
- 353 Main FG 3-2018 RDA Report (PDF)
- Facade Grant RDA Memo 9-2017 (PDF)
- RDA_FG_353 Main_8-24-15 (PDF)
- 2015-08-24 Redevelopment Authority - Full Minutes-1469[1] (PDF)

RESOLUTION #18-35

APPROVING FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING DISBURSEMENT OF GRANT
(353Main Avenue - Parcel WD-917)

WHEREAS, the Tax Increment District #9 (TID #9 or the District) Project Plan includes city expenditure of funds to property owners within the District in the form of a grant to reimburse 25% of façade improvement costs, not to exceed \$10,000 per parcel, thereby increasing property values and tax increment during the life of the District; and

WHEREAS, Saks Holdings, LLC, owner of Parcel WD-917, has submitted an application for a façade improvement grant for proposed improvements to the dual building entrances; and

WHEREAS, such application, attached and incorporated as Exhibit A, provides cost estimates for said improvements in the amount \$22,285.00; and

WHEREAS, this project has been reviewed by the Redevelopment Authority which recommends approval of a façade improvement grant in the total amount not to exceed \$4,457.00.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the façade improvement as contemplated in Exhibit A as approved by the Redevelopment Authority, and thanks Saks Holdings, LLC for its investment in downtown De Pere.

BE IT FURTHER RESOLVED THAT:

The Development Services Director (Director) is authorized to approve disbursement of the façade grant up to \$4,457.00 to Saks Holdings, LLC for said improvements provided the following are met:

1. The property owner obtains all necessary permits;

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

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 17th day of April, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

City of DePere
Application for Facade Grant
353 Main Ave.
DePere, WI. 54115

Saks Holdings, LLC
941 Lawton Place
DePere, WI. 54115
Andrew Krans
920-371-5032
E: Atkrans@gmail.com

DePere Redevelopment Authority / City of Depere Common Council
September / October 2017

Greetings!

Hope this finds you all well. Attached you will find the completed application, photos of the existing, proposed and a request for approval on completed work for facade improvements located at 353 Main Ave. both the front (Main side) and back (Nicolet Square Parking lot) sides.

353 Front:

Restore upper store front windows to original style/design as noted in store front picture. (Below) Original upper store front windows have been covered with metal on exterior and wood trim finish on the interior. Current estimates have been primarily due to the inability to remove and get a good inspection of original windows. The hope is to salvage as many of the original windows, as possible, and replace the wood frames / jams / etc, with aluminum clad window jams for framing.



Future signage to be address with over window positioning and gooseneck lighting.

Saks Holdings, LLC

Estimates again are rough, at best, based on what could or could not be underneath metal “flashing” covering original window openings. As with past facade grants copies of all original work orders, estimates and final invoices paid in full will be supplied to RDA and appropriate departments for final approval and payment to Saks Holdings, LLC.

Optional Request:

I fully understand that is second request is non traditional and incorrect in presentation but felt it was worth submitting and providing an explanation. In August 2015 the RDA approved a total of \$51,150.00 worth of facade improvements for the rear facing facade (parking lot) of 353 Main. At the time of the request the pending Nicolet Square “make-over” was slated for possible 2017/2018 at latest 2019. It was our intent to move forward with these extensive facade improvements in late 2015 into spring of 2016 to help the overall look at feel of Nicolet Square. As we all know by the end of 2015 (Q4) news of the project being pushed off extensively was circling and later confirmed.

Wanting to improve the rear facade of this property we opted to paint, remove and replace old fencing (353 and 345 Main fence in rear) remove and replace landscaping to accommodate more seating, build a garbage can enclosure and create a space that was welcoming and safe with adequate lighting. We proceed to pull permits and build a pergola to accomplish this goal. In total we spent over \$5,400.00 in just landscaping, blue stone and iron fence work. This in addition to lumber, electrical, concrete, full cast iron downspouts and fixtures ran the total expenditures to \$11,156.78.

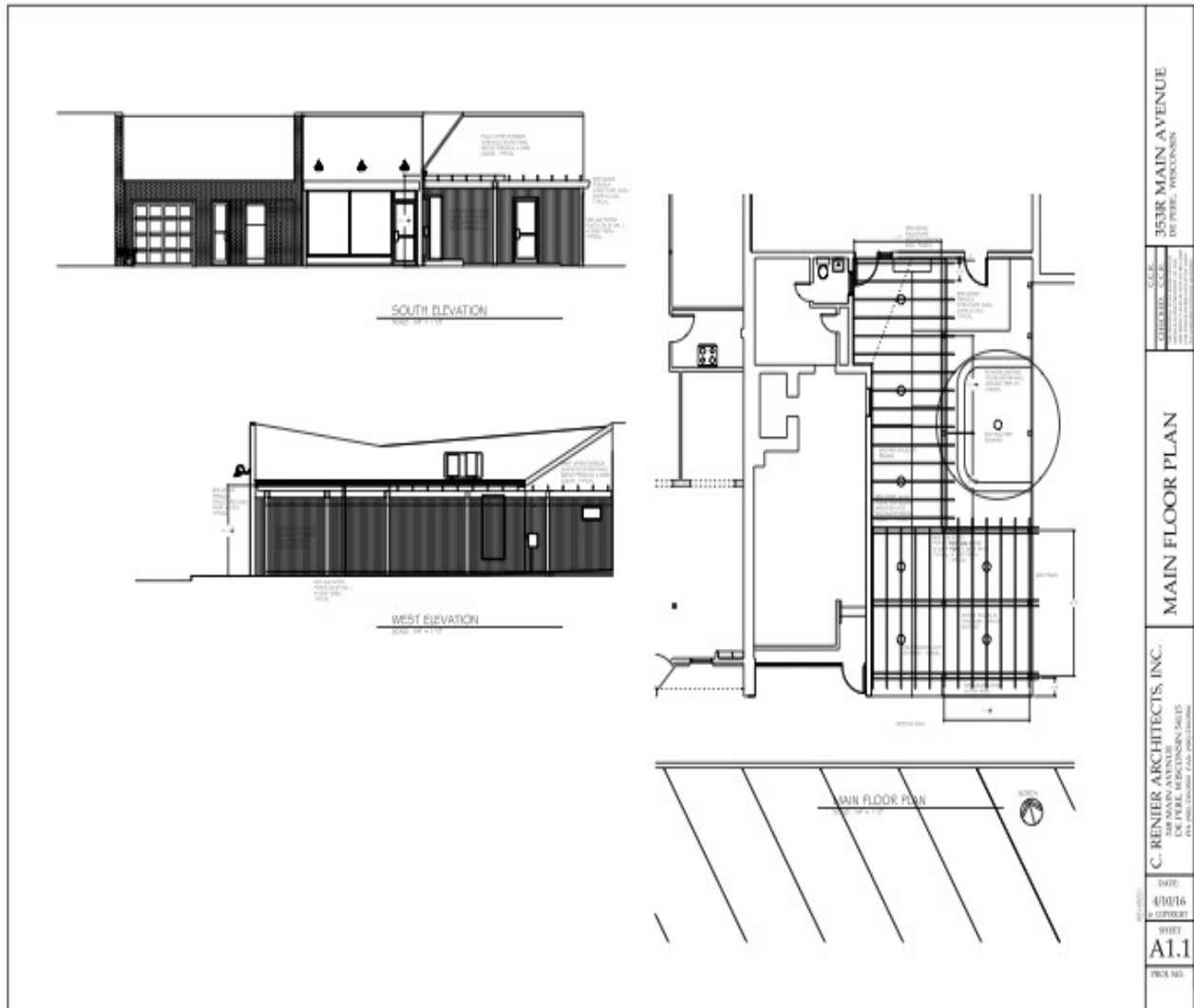
This number did not include any billable labor from Saks Holdings, LLC. This is paid receipts and invoices which will be supplied should this “retro” request be approved.



Saks Holdings, LLC

2016 Expenses:	Date	Amount	Expense
City of DePere	04/26/16	\$100.00	Deck and Pergola Permits
Home Depot	04/26/16	\$35.46	Paint for Exterior
Restore Supplies	05/03/16	\$5.25	scraper and brush
Home Depot	05/04/16	\$108.28	Paint for Exterior
Menards	05/04/16	\$91.19	Pergola Footing Tubes
Menards	05/09/16	\$251.06	Pergola Footings metal parts
True Value	05/05/16	\$37.80	Post Hole rental
Menards	05/15/16	\$158.95	Pergola Headers
Menards	05/16/16	\$1,112.16	Pergola Lumber and order posts
Menards	05/18/16	\$409.44	Fence parts for 353
Menards	05/24/16	\$353.78	Pergola
Miller Masonry	05/25/16	\$316.00	concrete footings
Menards	05/28/16	\$26.21	Pergola gate enclosure
Menards	05/28/16	\$309.57	Pergola lumber
Menards	05/29/16	\$188.32	Pergola lumber
True Value	05/31/16	\$29.64	Screws for Pergola
Menards Return	06/02/16	-\$105.51	Extra lumber parts for Pergola
Menards	06/07/16	\$163.74	Lights pergola and foam for Green
Menards	06/08/16	\$232.50	Gass lamps and bulbs
True Value	06/09/16	\$24.51	Electical for 353
Menards	06/10/16	\$69.33	Lights for 353 new Bulbs
Menards return	06/10/16	-\$68.06	Misc lights and parts
Benchmark	07/07/16	\$374.97	Rain gutters cast iron
Menards	07/15/16	-\$18.67	Returned patio lights
Menards	11/07/16	\$85.41	Upper support for pergola
Zoro online	11/08/16	\$7.63	Light timers
Van Lanen Fence	12/01/16	\$1,860.00	iron Fence
Land Scape	12/01/16	\$3,652.82	blue stone and landscape, fence
C&C Electric	12/29/16	\$1,345.00	Exterior lighting / pulls and replace
Total		\$11,156.78	

Saks Holdings, LLC



Attachment: Exhibit A (Part 1) 353 DePere RDA Application (6844 : Reso #18-35 353 Main Avenue Facade Grant Request.)

Saks Holdings, LLC

	CITY OF DE PERE APPLICATION FOR FAÇADE GRANT	9/18/2017 Date:
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The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of a Tax Increment District (TID). Applications will be acted upon on a first come first serve basis. The maximum grant is up to \$10,000 for approved projects. The grant requires the expenditure of \$4.00 of private funds for each \$1.00 of grant funds disbursed (\$40,000 expenditure for \$10,000 grant). Grants will only be awarded to projects that are approved by the Redevelopment Authority and Common Council.

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) Saks Holdings, LLC	Authorized Representative Andrew Krans	Title Owner	
Mailing Address 941 Lawton Place	City DePere	State WI	ZIP Code 54115
Email Address atkrans@gmail.com	Phone Number (incl. area code) 920-371-5032	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) Same	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	
SECTION 3: Project or Site Location			
Project Address/Description 353 Main St. DePere, WI.			Parcel No.
SECTION 4: Project Information			
Project Description:	Restore original upper store front windows, currently covered in metal. See Attached:		
Estimated Façade Expenses:	\$8500.00 / Additional Request for 2016 work completed. \$11,156.78		
Contractor:	Green Bay Glass, Inc. / C&C Electric / Englebert's Masonry, Inc. / Miller Masonry, Inc.		
Estimated Start Date:	October 2017	Estimated Completion Date:	2 weeks from start.
Please attach (1) hard copy and (1) PDF version of the following items: 1. A photo of the existing façade. 2. The proposed project design. Color renderings are strongly encouraged. 3. The project cost estimates by major category (design, material, labor, etc).			
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) Andrew Krans		Title Owner	Phone Number 920-371-5032
Signature of Applicant 		Date Signed 9/18/2017	

Thank you in advance for taking the time to review the primary request for approval (Front Upper windows of 353 Main Ave.) and for your consideration to grant any funds towards work already completed on the rear side (Nicolet Square) of 353 Main.

I can be reached directly at 920-371-5032 at anytime.

Sincerely,

Andrew Krans
Saks Holdings, LLC

March 12, 2018

Saks Holdings, LLC
Andrew Krans
941 Lawton Place
DePere, WI. 54115
920-371-5032

City of DePere RDA Committee Review for 353 Main Ave. DePere, WI. 54115

Detailed cost estimates, as requested, for 353 Main Ave. Conceptually approved. Attached is a hard copy of the cost estimates for both transom windows, window and door system located on Main st. side of property.

After working with mason to get a better cost estimate it was established that it would be best to move forward with total window replacement for the following: Transom windows, store front windows and (2) door system. This was confirmed by Green Bay Glass Center, Inc. See attached cost estimate.

Some masonry work could be used and will be determined once metal sheeting facade is fully removed. It was too difficult to determine if lintels and wood headers are fully tied into brick walls on corners other than the supporting lintel above.

Best cost estimate was \$200 per window side / \$800.00 (2 transom windows / 2 sides to each joining store front window systems) Door jams appear to be stand alone jams.

Removal of paint on lower part of exterior brick. Sand blaster/ Soda blaster unit should be able to remove this without much labor or material: 2 CU. FT. SODA BLASTER \$280 Rental per day plus material and labor \$150.00 (Sunbelt quote) (Side Note: extra material will be used to remove graffiti from 363 now 365 Main from Buddha's departure)

Removal of metal facade. sidewalk closure permits and scaffolding: Saks Holdings, LLC 4 hours at labor rate of \$65.00 plus materials as needed: \$260.00

Electrical as needed post installment of new transom windows and door systems: C&C Electrical Services: T&M not to exceed \$1500.00 including fixtures.



Key:

Red: Removal of metal transom window coverings. This is the same area that will be replaced with transom windows as per originally held.

Green: Replacement of window systems that may or may not be tied into masonry work above and on sides that touch brick. TBD

Blue Square: Door systems to include panic hardware for safety exit and emergency exits.

Blue areas: This is the area to have paint removed from brick. Hard to see in photo.



Total:

Green Bay Glass Center:	\$19,295.00*
Englebert Masonry:	\$ 800.00
Sunbelt Rentals	\$ 430.00
Saks Holdings, LLC	\$ 260.00
C&C Electric/ Fixtures	\$ <u>1,500.00</u>

Total : \$22,285.00* (Window quote includes scissor lift per OSHA installation) Saks will use scaffolding.

Please feel free to call me directly with any questions.

Sincerely,

Andrew Krans

City of De Pere MEMORANDUM



To: Redevelopment Authority
 From: Kimberly Flom, Development Services Director
 Date: March 26, 2018

RE: **Façade Grant Application Update – 353 Main Avenue (Parcel WD-917)**

Background

The RDA approved a façade grant application for 353 Main Avenue (Parcel WD-917), subject to the condition that the applicant return to the RDA with more detailed cost estimates before forwarding the recommendation to Council. Updated cost estimates have been submitted that result in a grant request of \$4,457.00.

353 Main Ave Façade Grant - Exterior Cost Estimate

Vendor	Detail	Amount	Notes
Green Bay Glass Center, Inc.	Total Window Replacement	\$19,295.00	
	Masonry Work as Needed Around Windows	\$800.00	
	Paint Removal	\$430.00	
	Metal Façade Removal (including Permits/Scaffolding)	\$260.00	
C&C	Electrical Time and Materials	\$1,500.00	<i>not to exceed</i>
		Total	
		\$22,285.00	
		\$4 Investment	\$17,828.00
		\$1 Grant Match	\$4,457.00

Façade Grant Review Process

1. RDA reviews grant request and makes recommendation to Common Council.
2. Common Council reviews grant request.
3. If approved, applicant completes work and initiates payment process.

Façade Grant Payment Process

1. After eligible activities of the project are completed, the owner shall provide the Development Services Director with invoices for eligible activities. Director will confirm that match funds have been appropriately spent.
2. The Development Services Director shall contact the building inspector who shall conduct an inspection and certify to the Director that the project work has been completed.
3. If the building inspector certifies the completed work, the payment is processed and forwarded to the property owner.

Attachment: 353 Main FG 3-2018 RDA Report (6844 : Reso #18-35 353 Main Avenue Façade Grant Request.)

Façade Grant Funding

The RDA recommended approval of this project in September 2017. If approved by Council, staff will request that carryover funds be utilized for payment.

Recommendation

Recommend approval of the façade grant request for 353 Main Ave, up to \$4,457, and that the recommendation be forwarded to Council.

City of De Pere MEMORANDUM



To: Redevelopment Authority
 From: Kimberly Flom, Economic Development & Planning Director
 Date: September 25, 2017

RE: **Façade Grant Application – 353 Main Avenue**

Background

Saks Holdings has submitted the attached façade grant application and funding request the-front and rear facades of 353 Main Avenue.

The building is considered a contributing structure to the Main Street Historic District, but is not listed on the National or State Historic Registry. Built sometime between 1940 and 1950, the building has also been known as the Max L. Franc Building.

The RDA reviewed and approved a façade grant request for 353 Main Avenue in August of 2015. While building and site improvements have occurred, the work proposed as part of that application was not completed and submitted for payment review. The staff report and RDA minutes from that meeting are provided for reference.

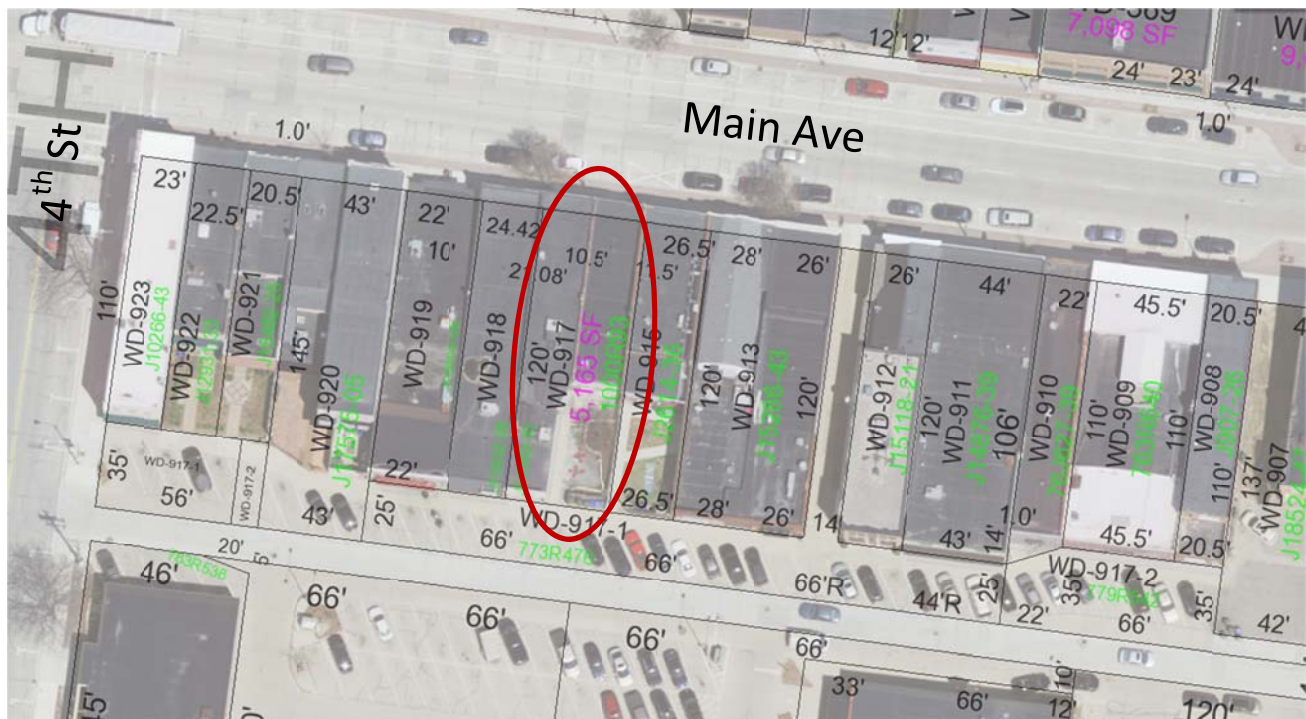


Figure 1: Project location

Attachment: Façade Grant RDA Memo 9-2017 (6844 : Reso #18-35 353 Main Avenue Façade Grant Request.)

The application is split into two separate requests:

353 Front Window Restoration

The applicant proposes to remove the existing awnings and either restore or rebuild the set of transom style windows as shown on the historic photograph. Cost estimates have not been provided due to the intricate nature of the work. See the attached application for additional information.

Staff recommends that the façade grant request be approved, but that more detailed cost estimates be submitted and reviewed by the RDA again, before the application is forwarded to Council for consideration.

353 Rear Pergola/Site Improvements (retroactive)

The applicant requests \$2,231.36 in façade grant funds based on an \$11,156.78 investment in the rear area of the building. See the attached application for additional detail.

Staff previously informed the applicant that the pergola structure would not qualify for the façade grant program. That said, the RDA has previously approved some hardscape work and minimal site improvement work for other applications. The August 2015 approval for the 353 Main property grant included some minor hardscape work to improve the accessible access to the building.

Façade Grant Funding

The 2017 budget includes \$30,000 for façade grants for TID #9 (to date, \$14,658.40 have been obligated for Life Church and O'Connor Connective).

City of De Pere, Wisconsin

**Request For Redevelopment Authority Action**

MEETING DATE: August 24, 2015

DEPARTMENT: Planning

FROM: Sarah Wallace

SUBJECT: Review Facade Grant Application for 353 Main Av. Applicant:
SAKS Holdings, LLC Andrew Krans.

ATTACHMENTS:

- RDA_Staff_353 Main (PDF)
- FG_353 Main (PDF)

Attachment: RDA_FG_353 Main_8-24-15 (6844 : Reso #18-35 353 Main Avenue Facade Grant Request.)

Item #5: Review Facade Grant Application for 353 Main Av. Applicant: SAKS Holdings, LLC Andrew Krans.

The owner of 353 Main Avenue has applied for a façade grant (Saks Holdings) and has provided a detailed scope of work.

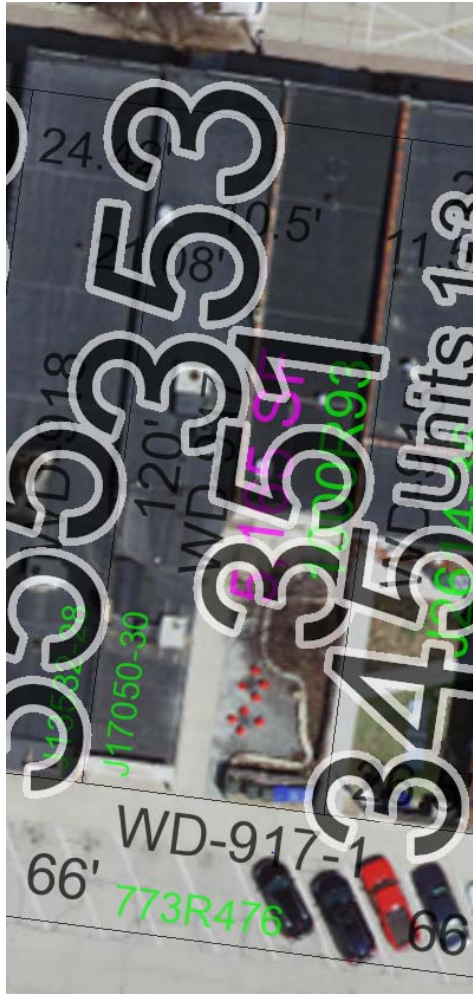


Image of the property

The design of the building was done by the State Main Street program staff and it matches our design guidelines. The plans were also reviewed by Definitely De Pere. As of the time of this writing, the City has not received formal comments.

The project includes:

North (Main Avenue Side): Will be refaced with a different color brick or material to comply with the WEDC. The court yard renovations (not included in any project costs) will consist of a new fence running between 353 and 345 Main along with an improved dumpster enclosure area.

East: Currently has plaster over original masonry brick. This plaster will not be removed because damage to underlying brick is extensive. The southern half of this east facing

wall (area around Green Room entrance) will be replaced with a brick of the same color to match the front brick work on Main Ave at side of the building.

South (Nicolet Square Side): The currently exposed entry way to Thrive Nutrition will be squared off and enclosed (as seen in Artist rendering) to recreate what would have been a separate entrance for this space by "squaring off" the back entry way. Elevations will remain sloped to accommodate ADA accessibility. Also the elevation will be converted to make the entrance to the Green Room ADA accessible without the need of current ADA access ramp. This will be done via patio stone elevation.

Estimated cost for the entire project is \$51,150. If the RDA would approve all proposed expenditures, the project would qualify for \$10,000 from the grant program. Staff would recommend that the RDA approve up to \$10,000 for qualifying expenses. The owner will need to clearly show the expenses separated for the project.

Recommendation:

Staff would recommend supporting the façade grant. If approved, the owner will need to provide receipts back to the City for approval by the RDA. If any comments are provided from Definitely De Pere and the associated Design Committee, they will be shared with the property owner.

Facade Grant Application

City of DePere / Planning Department
Atten: Sarah Wallace
335 S Broadway
DePere, WI. 54115

SAKS Holdings, LLC
Andrew Krans
941 Lawton Place
Depere, WI. 54115

Re: 353 Main St. DePere, WI
Facade Grant Application



THRIVE/GREEN ROOM ALLEY
JULY 30, 2015

-

DEPERE, WI
JOE LANNICZAK

August 10th 2015

City of DePere / Planning Department
Atten: Sarah Wallace
335 S. Broadway St.
DePere, WI. 54115

SAKS Holdings, LLC
Andrew Krans
941 Lawton Place
DePere, WI. 54115

Re: 353 Main St. Facade Grant Application

Hello Sarah,

Hope this finds you well. Attached you will find the completed application, photos of the existing and proposed project design along with a cost estimate for the work to be completed. We are still working to complete our State and Federal Grant Applications and continue to be in contact with Jen Davel, Senior Preservation Architect, with the Wisconsin Historical Society regarding materials and design as expected. Below is our current cost estimates, for this project, but fully understand that these numbers are our baseline and will most likely not go below but above these primary quotes / estimates.

353 Main St. West Side Facade redesign in conjunction with State and Federal guidelines.

Estimated Project Costs:	Cost Estimates:
Masonry (Brick, Facade, Flat work, foundations)	
Miller Masonry:	\$26,500.00
Windows / Overhead Windows	
Tri City Glass:	\$6,500.00
Electrical	
C&C Electrical (T&M)	\$2,500.00
Framing/ Entry Way	
Matzke Construction:	\$4,750.00
Roofing / Entry Way	
Blindaup EPMD Roofing / Also Gutters / Flashing	\$6,500.00
General Labor / Permits / SAKS Holdings / 80 HRS	
SAKS Holdings:	\$4,400.00
Total:	<u>\$51,150.00</u>

Sincerely,



Andrew Krans
Saks Holdings, LLC
cc: Mark Budzinski



CITY OF DE PERE

Façade Grant Application

The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of a Tax Increment District (TID). Applications will be acted upon **on a first come first serve basis**. The maximum grant is up to \$10,000 for approved projects. The grant requires the expenditure of \$4.00 of private funds for each \$1.00 of grant funds disbursed. Grants will only be awarded to projects that are approved by the Redevelopment Authority.

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: SAKS Holdings, LLC / Andrew Krans

Mailing Address: 941 Lawton Place

Phone: 920-371-5032

Cell: 920-371-5032

Email Address: atkrans@gmail.com

B. Property Information: Name: 353 Main St. (The Green Room / Thrive Nutrition)

Address: 353 Main DePere, WI. 54115

C Project Details: Proposed Start Date: Fall 2015 Expected Completion Date: 30 Days from Start

Contractor Name: Andrew Krans

Mailing Address: 941 Lawton Place

Phone: _____ Cell: 920-371-5032

Please attach (1) hard copy and (1) PDF version of the following items:

1. A photo of the existing façade.
2. The proposed project design.
3. The project cost estimates by major category (design, material, labor, etc).

The undersigned applicant(s) affirms that the information submitted herein is true and accurate to the best of my (our) knowledge. I (we) have read and understand the conditions of the City of De Pere Façade Grant Program and agree to abide by its conditions and guidelines.

Saks Holdings, LLC

Signed

Date

Andrew Krans / Saks Holdings, LLC

Signed

Date

Please submit the application to:

City of De Pere
ATTN: Planning Department
335 S Broadway
De Pere, WI 54115



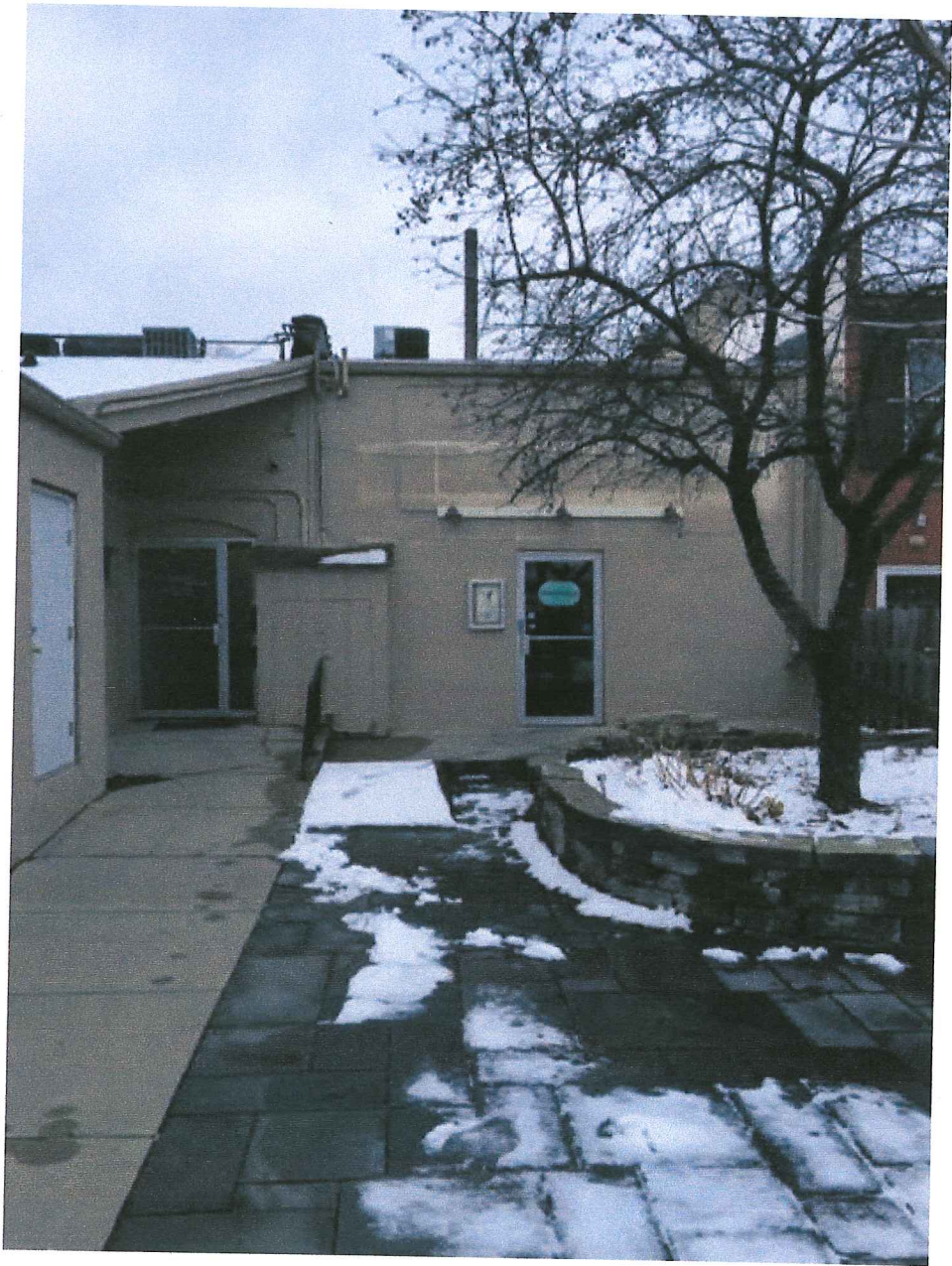




THRIVE/GREEN ROOM ALLEY
JULY 30, 2015

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DEPERE, WI
JOE LANNICZAK



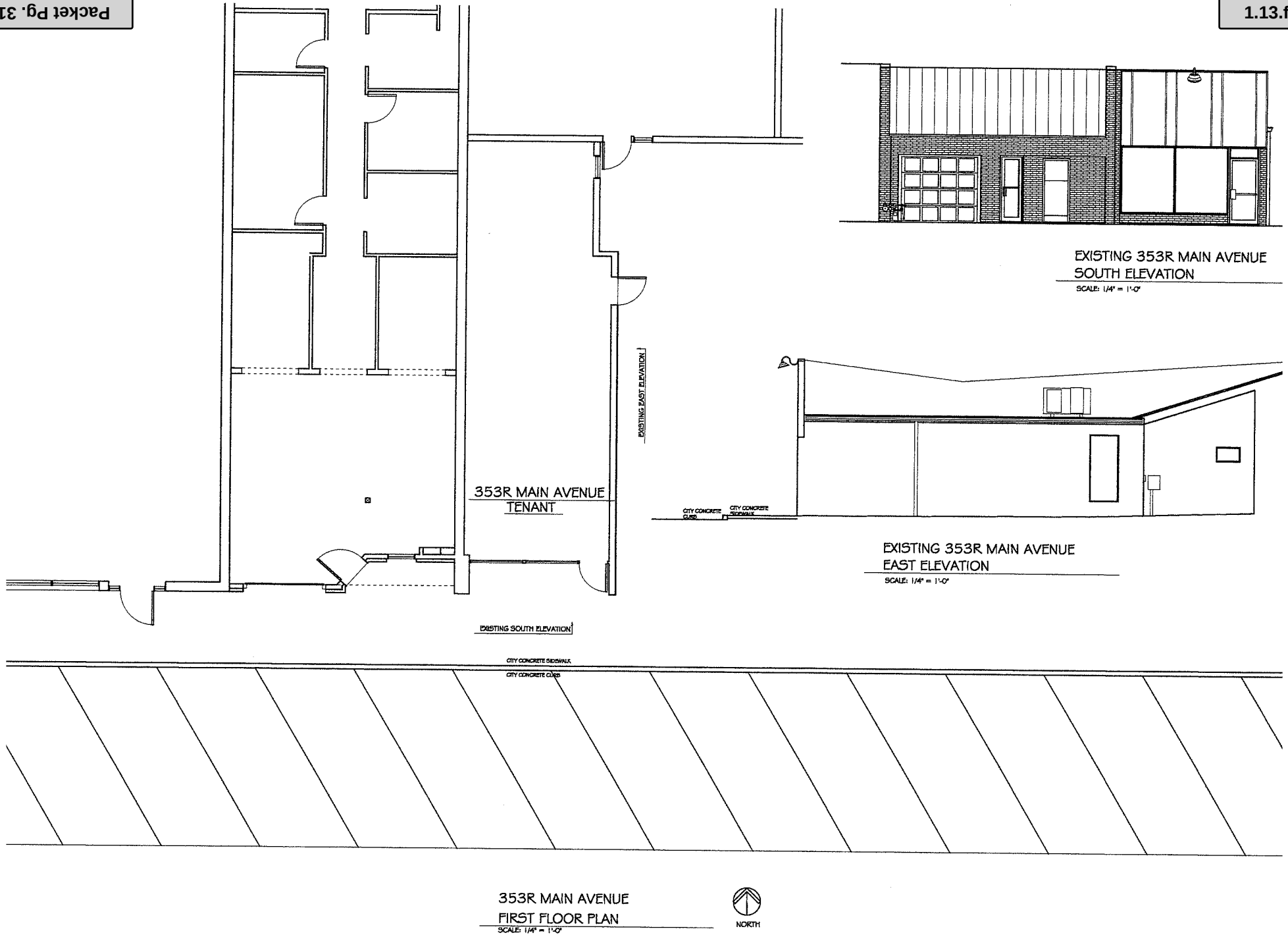




THRIVE/GREEN ROOM ALLEY
JULY 30, 2015

-

DE PERE, WI
JOE LAWNICZAK





Redevelopment Authority

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Final Minutes

Monday, August 24, 2015

6:00 PM

De Pere City Hall Council Chambers

Call to Order

The meeting was called to order at 6:00 PM by Board Member Ted Penn

Attendee Name	Title	Status	Arrived
Tina Quigley	Board Member	Excused	
Jerry Henrigillis	Board Member	Present	
Bill Koms	Board Member	Present	
John Nusbaum	Board Member	Present	
Ted Penn	Board Member	Present	
Joe Van Deurzen	Board Member	Excused	
Julie Van Straten	Board Member	Present	

Also present: City Planner Sarah Wallace, City Attorney Judith Schmidt-Lehman, and City Administrator Larry Delo.

2. Approval of the minutes of the May 19, 2015 Redevelopment Authority meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Bill Koms, Board Member
SECONDER: Jerry Henrigillis, Board Member
AYES: Henrigillis, Koms, Nusbaum, Penn, Straten
EXCUSED: Tina Quigley, Joe Van Deurzen

3. Approval of the minutes of the June 10, 2015 Redevelopment Authority meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jerry Henrigillis, Board Member
SECONDER: Bill Koms, Board Member
AYES: Henrigillis, Koms, Nusbaum, Penn, Straten
EXCUSED: Tina Quigley, Joe Van Deurzen

4. Review Facade Grant Application for 123 S. Broadway (In reference to 121 S. Broadway address). Applicant: SAKS Holdings, LLC Andrew Krans.

City Planner Sarah Wallace provided an overview of the facade grant request. 121 and 123 S. Broadway are two separate buildings, but the property owner had them combined into one parcel after purchase. The current request is for the front elevation of the old Majestic Theatre. Staff is recommending up to \$10,000 to allow for adjustments/overruns. Discussion followed regarding the proposed rendering (exhibit A on page 15 of the agenda packet).

RESULT: ADOPTED [UNANIMOUS]
MOVER: John Nusbaum, Board Member
SECONDER: Julie Van Straten, Board Member
AYES: Henrigillis, Koms, Nusbaum, Penn, Straten
EXCUSED: Tina Quigley, Joe Van Deurzen

5. Review Facade Grant Application for 353 Main Av. Applicant: SAKS Holdings, LLC Andrew Krans.

City Planner Sarah Wallace explained that the facade grant request is for the rear elevation facing the Nicolet Square parking mall. The project qualifies for \$10,000 from the grant program.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Julie Van Straten, Board Member
SECONDER:	Jerry Henrigillis, Board Member
AYES:	Henrigillis, Koms, Nusbaum, Penn, Straten
EXCUSED:	Tina Quigley, Joe Van Deurzen

6. Update on status of negotiations for 102 N. Broadway redevelopment

Julie Van Straten motioned, seconded by John Nusbaum, to enter into closed session at 6:12 PM. Upon roll call vote, motion carried unanimously.

Julie Van Straten motioned, seconded by Jerry Henrigillis, to return to open session at 6:28 PM. Upon vote, motion carried unanimously.

Adjournment

Julie Van Straten motioned, seconded by Jerry Henrigillis, to adjourn the meeting at 6:30 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-36 Approving Updated Facade Improvement Project and Authorizing Grant Disbursement Therefor (363 Main Avenue - Parcel WD-919).

At their meeting on Monday, March 26, by a vote of 5-0, the RDA recommended approval of the facade grant for 363 Main Avenue in an amount not to exceed \$5,632.56 (\$3,441.40 from 2017 budget and \$2191.46 from 2018 budget), subject to the condition that the final grant payment be calculated based on submitted receipts and approved expenses, and that the recommendation be forwarded to Council.

ATTACHMENTS:

- Reso18-36 (DOCX)
- Exhibit A-363 2Main Final Grant (PDF)
- 363 Main FG 3-2018 RDA Report (PDF)
- 363 Main Invoices (PDF)
- 363 Facade Grant RDA Memo 11-2017 (PDF)
- 363 DePere RDA Application (PDF)

RESOLUTION #18-36

APPROVING UPDATED FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING GRANT DISBURSEMENT THEREFOR
(363 Main Avenue - Parcel WD-919)

WHEREAS, the Tax Increment District #9 (TID #9 or the District) Project Plan includes city expenditure of funds to property owners within the District in the form of a grant to reimburse 25% of approved façade improvement costs, not to exceed \$10,000 per parcel, thereby increasing property values and tax increment during the life of the District; and

WHEREAS, in the fall of 2017, Saks Holdings, LLC, submitted an application for a façade improvement grant for improvements made to Parcel WD-919, which was approved by the Common Council on December 5, 2017 (Resolution #17-92) in the amount of \$3,441.40; and

WHEREAS, such \$3,441.40 grant has not been paid to Saks, Holding, LLC due to a revised grant request based upon additional expenditures and improvements to WD-919; and

WHEREAS, such supplemental application, attached and incorporated as Exhibit A, requests an increase in grant funding for additional qualifying façade improvement expenditures; and

WHEREAS, this project has been reviewed by the Redevelopment Authority which recommends approval of a façade improvement grant in the total amount not to exceed \$4,512.56 (an additional \$1,071.16 over the previously authorized \$3,441.40 grant).

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves of the façade improvement reviewed and approved by the Redevelopment Authority as qualifying improvements under the façade improvement grant program, and thanks Saks Holdings, LLC for its investment in the De Pere downtown.

BE IT FURTHER RESOLVED THAT:

The Development Services Director (Director) is authorized to approve disbursement of the façade grant up to the total amount of \$4,512.56 to Saks Holdings, LLC for said improvements, provided the following are met:

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

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 17th day of April, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

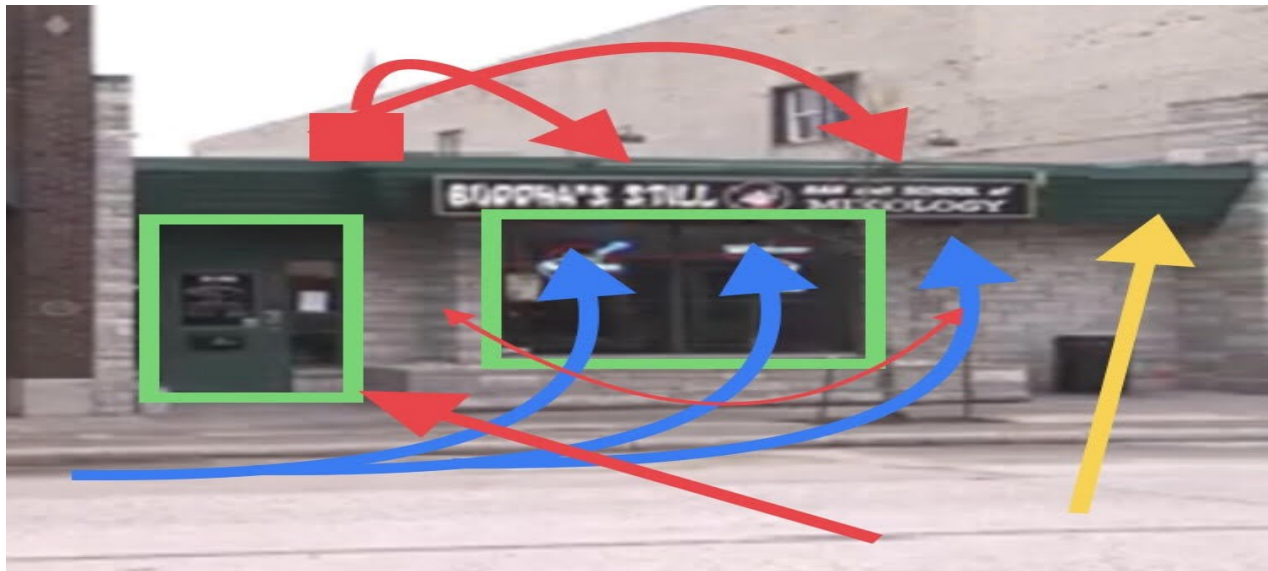
March 15, 2018

Saks Holdings, LLC
 Andrew Krans
 941 Lawton Place
 DePere, WI. 54115
 920-371-5032

Submittal of receipts for 363 Facade Grant Approved 12/5/2017

Please feel free to contact me with any questions. Thank you!

Andy



Red Arrow on top along with blue arrows that sweep up under overhanging facade for recessed lighting. Exterior lighting work was more extensive on interior or building to bring wiring to code and add light timers. C&C Electrical: Invoice A

Green Areas: Green Bay Glass Center, Inc: New windows and door system: Invoice B.

Red Arch Arrow: Graffiti to be removed with extra time on rental soda blaster and materials from 353 Facade Grant request.

Yellow arrow: 1 Gallon of Behr paint: Invoice C (Saks Holdings, LLC) (2hrs Labor at \$65/ Saks Holdings) \$130.00

A: \$1,979.27

B: \$4,531.00

C: \$167.98



White Box Awning: Invoice D: \$759.60

Red Arrow: Behr Paint \$44.98/\$37.98 and 8hrs Labor @ \$65.00 Total:\$520.00 (Saks Holdings, LLC)

White arch arrow: Door and window opening: Englebert's Masonry, LLC / Invoice E \$1,800.00

Blue Arrow: Blindauer roofing for new Fascia and labor: Invoice F \$1,200.00

Yellow arrows: C&C Electric (Part of total Invoice A)

Green Box: Green Bay Glass Center: Windows and door systems: Invoice G: \$11,522.00

Green Arch on Top of building: (Includes structural engineer for lintel and door on north side and replacement of 32ft I-beam for roof and structural integrity of facade facing Nicolet Square: Invoice and drawing: C. Reiner Architects, Inc. / Invoice H.

Structural Supporting Beam for Nicolet Square facing roof and facade: Invoice I:Schuh Construction: \$2,170.00

Pre Ordered section of fence for outdoor seating area to be installed in Spring 2018: Van Lanen Mfg: Invoice: J \$1,930.00

D: \$759.60

Paint and Labor: \$602.96

E: \$1,800.00

F: \$1,200.00

G: \$11,522.00

H: \$1,500.00

I: \$2,170.00

J: \$1,930.00

Total: \$28,162.81

Thank you! Give me a call with any questions.

Andy Krans

Saks Holdings, LLC

City of De Pere MEMORANDUM



To: Redevelopment Authority
 From: Kimberly Flom, Development Services Director
 Date: March 26, 2018

RE: **Façade Grant Application – 363 Main Avenue (Parcel WD-919)**

Background

The RDA and Common Council approved a Façade Grant for 363 Main Avenue (Parcel WD-919) in the amount of \$3,441.40 to Saks Holdings in the fall of 2017. During the course of the project, the scope of improvements increased and the applicant is requesting additional façade grant funds in order to cover those costs. Overall project costs increased from \$17,207 to \$28,162.81.

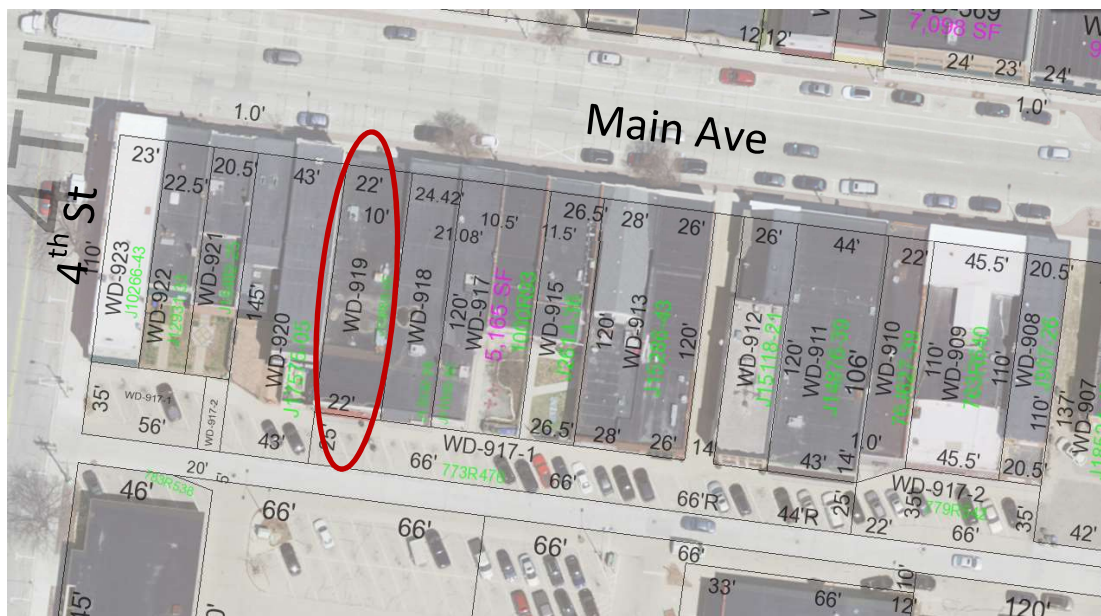


Figure 1: Project location

Additional Improvements

The attached application and below spreadsheet includes details about the additional improvements, which include:

- Main Street facing new windows and door.
- Roof fascia
- Design and installation of structural supporting I Beam
- Decorative fencing for outdoor seating area

363 Main Façade Grant - Revised Façade Grant Estimate

Vendor	Detail	Amount
C&C Electric	Exterior lighting work	\$1,979.27
Green Bay Glass Center	New windows and door system - Main St. Facing	\$4,531.00
Saks Holdings, LLC	Paint	\$167.98
Williams Custom Canvas	Awning	\$759.60
Saks Holdings, LLC	Paint and labor	\$602.96
Englebert's Masonry	Door and window opening	\$1,800.00
Blindauer Roofing	Fascia and labor	\$1,200.00
Green Bay Glass Center	Windows and door systems	\$11,522.00
C. Renier Architects	Architectural and structural design	\$1,500.00
Schuh Construction	Structural supporting beam	\$2,170.00
Van Lanen Mfg.	Decorative fencing for outdoor seating area	\$1,930.00
		Total \$28,162.81
		\$4 Investment \$22,530.25
		\$1 Grant Match \$5,632.56

Review

New expenses are shown above highlighted in orange and green. Green highlighted items fit within the Façade Guidelines eligible expenses. Orange highlighted items require further review.

The new structural beam was not an exterior improvement, but the applicant notes that installing the beam provided for some façade improvements that would not otherwise be possible. The decorative fencing is to be used for the outdoor café. While the façade grant program has funded exterior site improvements in the past, they are typically for more permanent features. This fencing system more likely falls under the ineligible expense category of 'any improvement that could be removed from the building as personal property.'

The improvements to this building have already been completed. However, this is still an approved, but open Façade Grant Application, so it doesn't necessarily fit within the retroactive funding request category.

The applicant currently seeks an additional \$2,191.46 in façade grant funding for this project. If the orange highlighted items are removed, the additional funding amount decreases to \$1,071.16.

363 Main Façade Grant - Exterior Cost Estimate (removal of structural beam and fencing)

Vendor	Detail	Amount
C&C Electric	Exterior lighting work	\$1,979.27
Green Bay Glass Center	New windows and door system - Main St. Facing	\$4,531.00
Saks Holdings, LLC	Paint	\$167.98
Williams Custom Canvas	Awning	\$759.60
Saks Holdings, LLC	Paint and labor	\$602.96
Englebert's Masonry	Door and window opening	\$1,800.00
Blindauer Roofing	Fascia and labor	\$1,200.00
Green Bay Glass Center	Windows and door systems	\$11,522.00
C. Renier Architects	Architectural and structural design	
Schuh Construction	Structural supporting beam	
Van Lanen Mfg.	Decorative fencing for outdoor seating area	
		Total \$22,562.81
		\$4 Investment \$18,050.25
		\$1 Grant Match \$4,512.56

Project Photos



Project Funding

Because the amended application was received in 2018, any additional approved funds would be applicable to the 2018 budget.

Review Process

If the RDA recommends approval, this request will be forwarded to the Common Council for review. Payment will be approved administratively upon review of paid receipts and work completion.

Recommendation

Recommend approval of the amended façade grant request for 363 Main Avenue (WD-919), up to \$4,512.56 (\$3,441.40 from 2017 budget and \$1,071.16 from 2018 budget) and that the recommendation be forwarded to Council.

C & C Electric Services Inc

3765 Creamery Rd Suite 1
De Pere, WI 54115

ccelectricservice@sbcglobal.net

1.14.d

Invoice

Phone # 920-338-8123
Fax # 920-336-6327

Bill To
SAKS Holding LLC. 941 Lawton Place De Pere, WI 54115

Date	Invoice #
3/13/2018	5848

P.O. No.	Terms	Project
363 MAIN AVE	Net 30	EXTERIOR LIGHTI...

Quantity	Description	Rate	Amount
21	LABOR	65.00	1,365.00T
1,025	12THHN STR CU WIRE WIR 12THHN STR	0.21	215.25T
2	WP ROUND OUTLET BOX 1/2 HUB P-S WPRB25	7.32	14.64T
20	1/2 IN PVC CONDUIT PVC 1/2	0.26	5.20T
4	1/2 PVC MALE ADAPTER	0.78	3.12T
2	1/2 IN LB CONDUIT BODY PVC 1/2 LB	2.29	4.58T
60	EMT 1/2IN CONDUIT EMT 1/2	0.33	19.80T
4	1/2 EMT SS DC CN REG 701	0.63	2.52T
8	1/2 EMT SS DC CP REG 711	0.56	4.48T
12	1/2 EMT JIFFY CLIP MIN MED30	0.51	6.12T
2	LEV 6124H-W 24 HR TIMER SWITCH	56.10	112.20T
8	BOX 52151CV1/23/4 4SQ 11/2D CV BKT 1/2-3/4 KO'S	1.92	15.36T
2	STL-CTY RS9 COVER F/SW	1.24	2.48T
6	STL-CTY 52C1 4SQ FLAT BLANK COVER	0.60	3.60T
2	ROUND WP COVER 3-1/2 HUBS P-S WPRB13	3.18	6.36T
8	1/2 KO SNAP-IN BLANK	1.00	8.00T
2	CB 1P PLUG IN SQD	4.73	9.46T
2	FLOOD LIGHTS AND BULBS	38.96	77.92T
	SALES TAX	5.50%	103.18

pd in full
3/14/18
CK2301

1 1/2% Per Month Will Be Charged On
Balances Past Due.
It Has Been A Pleasure Working With You!

Payments/Credits \$0.00

Balance Due \$1,979.27

Packet Pg. 152

Attachment: 363 Main Invoices (6845 : Reso #18-36 363 Main Avenue Updated Facade Grant Application)

Green Bay Glass Center, Inc.
2001 Commercial Way
Green Bay, WI 54311
(920)465-8842
(920)465-9626 fax
(800)472-7750

P.P.
 Peel

Proposal

SAKS Holdings
Andy Krans
941 Lawton Place
De Pere, WI 54115

December 4, 2017

Re: 363 Main Ave – North Side
 De Pere, WI

We propose to furnish and replace one (1) exterior entrance with sidelites approximately 84 x 106" and exterior storefront approximately 120 x 84" (per attached drawings). Door to be narrow style with 10" bottom rail, Global Heavy Duty closer, touch bar rim panic, 1 ½ pairs of ball bearing, non-removable hinges, 1" diameter pull handle, standard ADA compliant threshold, 1" clear insulated glass (tempered where required), removal by Green Bay Glass, concrete work, if any, by others

Total Quote Installed: \$4,531.00 tax included

Approximate lead time of two weeks upon approval
 Please see attached bid scope sheets and elevational drawings for further details

Quotation valid for 30 days.

As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that persons or companies furnishing labor or materials on owners' land may have lien rights on owners' land and buildings if not paid. Those entitled to lien rights, in addition to the above signed contractor, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his/her mortgage lender, if any. Builder agrees to cooperate with the owner and his/her lender, if any, to see that all potential claimants are duly paid. All material guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

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

- Building Permits (unless specified)
- Temporary barricades (traffic,

weather, or theft)

- Any work to be done on owners glass will be done at owners risk
specified)

- Finish painting/staining (unless

- Delivery charges includes transportation to jobsite only, not unloaded or spotted - Final cleaning of glass and aluminum

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

Quotation prepared by: *Patrick Pozza, President*

12/14/2017 2:21 PM

Project Name: SAKS Holdings

Frame Set Name: Frame Set 1

Metal Group: T14000 THERMAL SCREW SPLINE

Required: 1

Panels: 3

Rows: 2

Back Member Color: DB DARK BRONZE : ANODIZED

Frame Name: Frame North Entrance

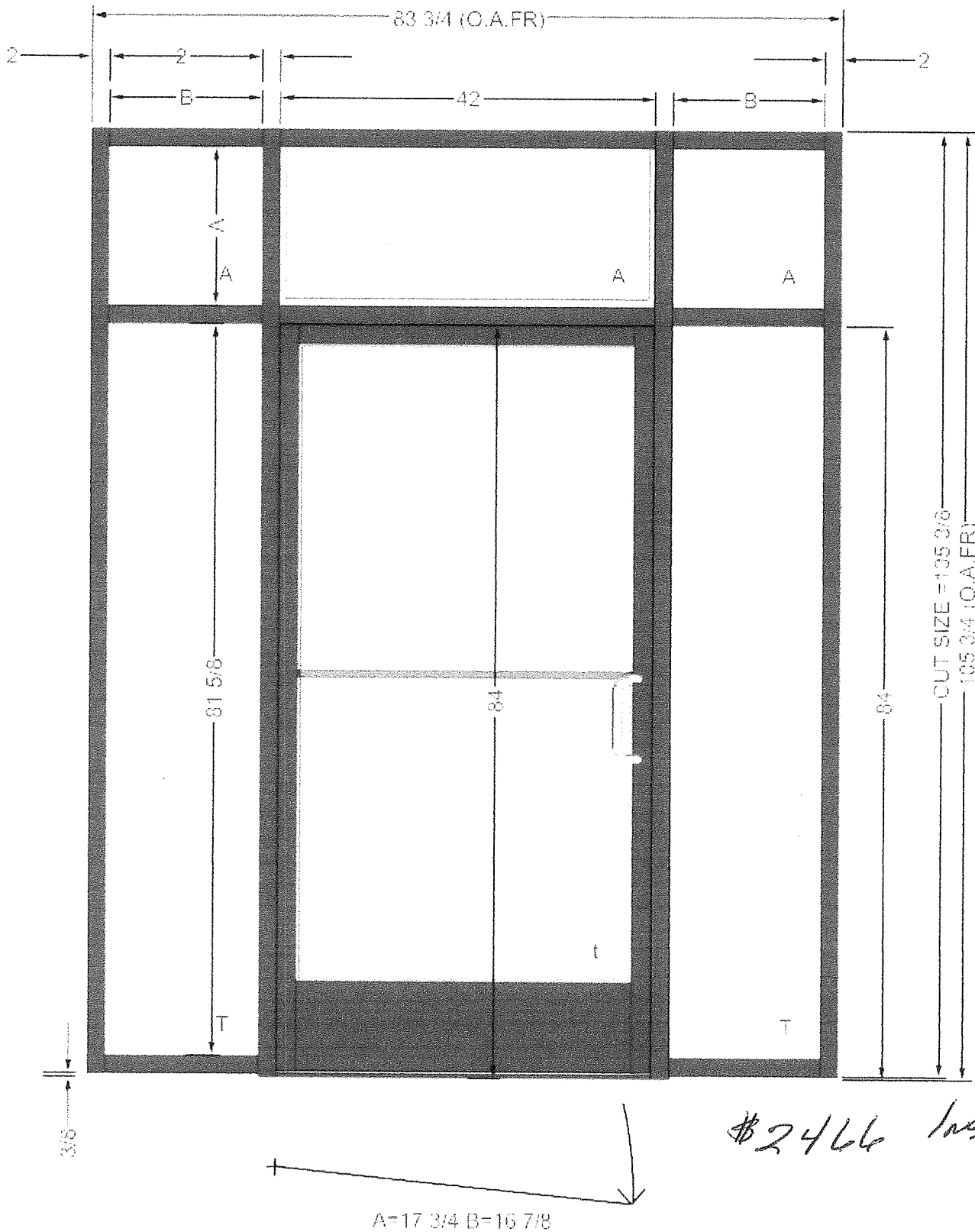
D/S: 1

Frame Type: Standard

Frame Width: 83 3/4

Frame Height: 105 3/4

Face Member Color: DB DARK BRONZE : ANODIZED



Attachment: 363 Main Invoices (6845 : Reso #18-36 363 Main Avenue Updated Facade Grant Application)

Project Name: SAKS Holdings

12/4/2017 2:21 PM

Frame Set Name: Frame Set 1

Frame Name: Frame North Exterior

Metal Group: T14000 THERMAL SCREW SPLINE

D/S: 1 Frame Type: Standard

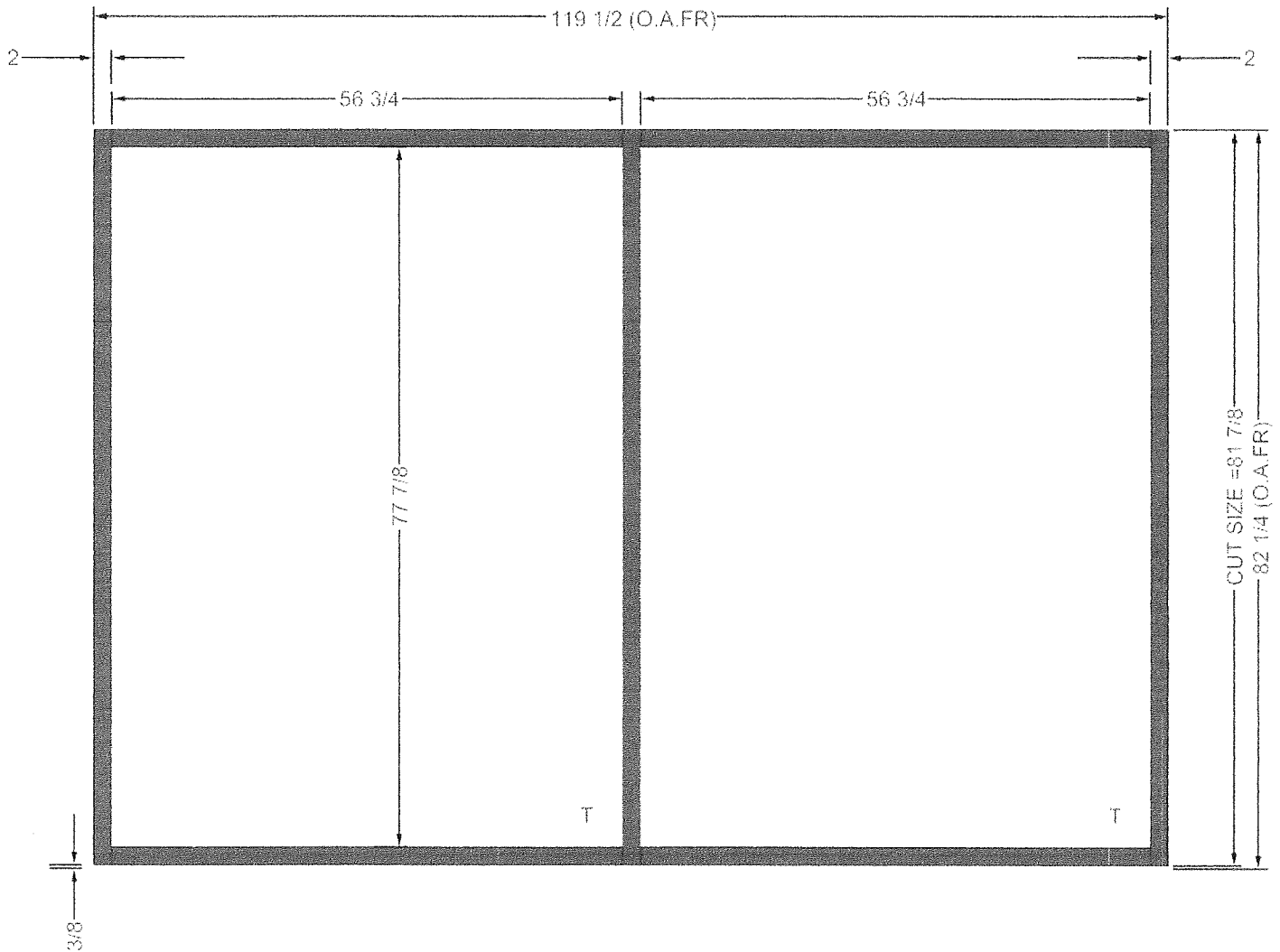
Required: 1 Panels: 2 Rows: 1

Frame Width: 119 1/2

Frame Height: 82 1/4

Back Member Color: DB DARK BRONZE : ANODIZED

Face Member Color: DB DARK BRONZE : ANODIZED



\$2,065 INSTALL

Attachment: 363 Main Invoices (6845 : Reso #18-36 363 Main Avenue Updated Facade Grant Application)



William's
Custom Canvas

Green Bay, Wisconsin 54304

Telephone: (920) 494-7115

Fax (920) 494-8359

Sold to Saks Holding

Phone _____

Address _____

City _____ State _____ Zip _____

New awning

PO
#2254

11-29-17

720
39.60
759.60

Beaufort
Blk & white
6" stripe

87470446

Date Sold

11-29-17

Material

ENGLEBERT'S MASONRY INC.

5399 COUNTY LINE RD
LUXEMBURG, WI 54217-9132

1.14.d

Invoice

DATE	INVOICE #
11/7/2017	1228

BILL TO
ANDY KRANS SAKS HOLDINGS LLC.

ERIC
Cull

→ PATRICK ALL
WINDOWS & DOORS
Estimate

→ C+C Electric
PAID RECEIPT.

→ 11/11/16

TERMS	PROJECT
NET	

QTY	DESCRIPTION	AMOUNT
	CUT IN TWO DOOR WAYS AND ONE WINDOW AY 363 MAIN STREET DEPERE	1,800.00 0.00
Total		\$1,800.00

Attachment: 363 Main Invoices (6845 : Reso #18-36 363 Main Avenue Updated Facade Grant Application)

Blindauer Sheet Metal & Roofing Inc

1227 S Broadway
Green Bay, WI 54304

Phone # 920-437-1332

mblindauer@msn.com

Fax # 920-437-0071

1.14.d

Invoice

Date	Invoice #
12/8/2017	5000

Bill To	Project Location
ANDY KRANS 941 LAWTON PLACE DE PERE, WI 54115	363 MAIN AVENUE DE PERE, WI

PAID
12/18/2017

P.O. No.	Terms	Phone #
	Due on receipt	371-5032

Quantity	Description	Rate	Amount
1	Install new fascia on the back of the building	1,200.00	1,200.0

Thank you for your business. 1.5% finance charge for balances over 30 days

Total \$1,200.00

Attachment: 363 Main Invoices (6845 : Reso #18-36 363 Main Avenue Updated Facade Grant Application)

G

AK

Green Bay Glass Center, Inc.
2001 Commercial Way
Green Bay, WI 54311
(920)465-8842
(920)465-9626 fax
(800)472-7750

Proposal

Revised October 18th, 2017

SAKS Holdings
Andy Krans
941 Lawton Place
De Pere, WI 54115

Re: 363 Main Ave
 De Pere, WI

We propose to furnish and install glass and glazing for the following openings: West side of building: 40 ½ x 124" Exterior Entrance, 60 1/2 x 71" Exterior Window, South Side of Building 73 ½ x 97" 3'6 x 7'0 Entrance and Sidelights and one (1) 176 ½ x 71" Exterior Window Opening, and One (1) interior entrance 73 x 94 ½" with a 3'6 x 7'0" entrance door and two sidelights, Interior openings are 40 x 109" entrance, and 158 x 66" Interior window with ¼" clear tempered glass. All exterior openings to have dark bronze anodized framing, 1" clear/low-e insulated glass (tempered where required), exterior entrance to have standard closer and rim panic hardware and 1" diameter offset pull. Interior entrance to have standard closer, standard deadlocking hardware (thumb turn on interior, construction keyed cylinder on exterior) and 1" diameter push/pull hardware. All entrances to have 10" bottom rails and ½" ADA thresholds.

Total Quote Installed: \$11,522.00 tax included

Approximate lead time of two weeks upon approval and field measuring
 Please see attached bid scope sheets and elevational drawings for further details

Quotation valid for 30 days.

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

Attachment: 363 Main Invoices (6845 : Reso #18-36 363 Main Avenue Updated Facade Grant Application)

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

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

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

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

Quotation prepared by: *Patrick Pozza, President*

C. RENIER ARCHITECTS, INC.

348 MAIN AVENUE
DE PERE, WI 54115
PHONE: (920) 330-0500
FAX: (920) 330-0504

AI
102
copy

March 15, 2018

Saks Holdings, LLC
Attn: Andrew Krans
942 Lawton Place
De Pere, WI 54115

BILL FOR ARCHITECTURAL DESIGN SERVICES

Previous Billings = \$0.00

Previous Reimbursables = \$0.00

Billing for architectural design work (363 Main façade work including new window/ door openings & steel beam support)

15 hours x \$100.00 = \$ 1,500.00

Total Payment due = \$ 1,500.00

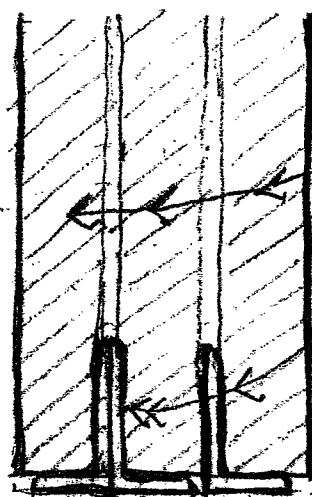
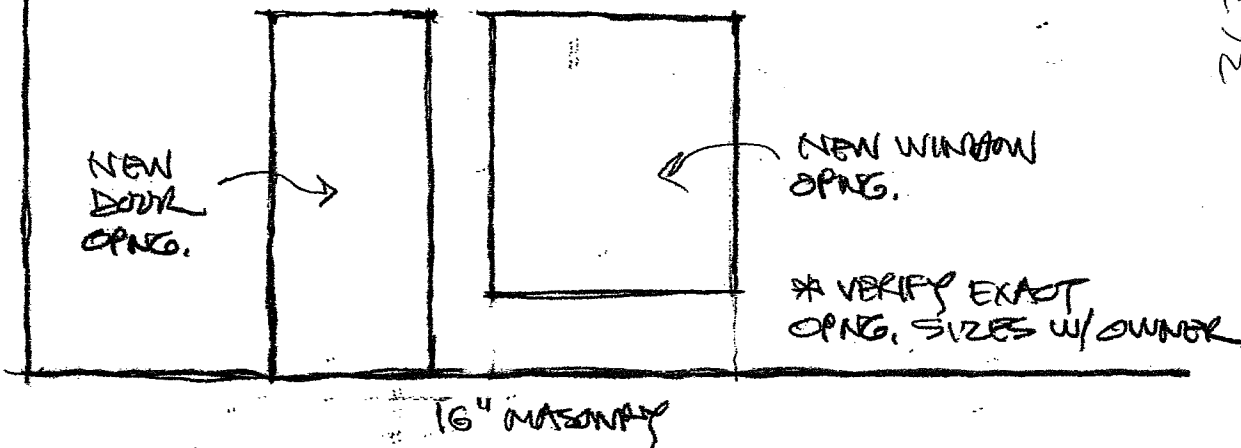
Thank you for using our services.



Chris C. Renier
C. Renier Architects, Inc.

PAID
3-15-18

Attachment: 363 Main Invoices (6845 : Reso #18-36 363 Main Avenue Updated Facade Grant Application)



1/2" MASONRY WALL

(3) LG X 3 1/2 X 1/2" STEEL ANGLES...
BEAR 8" ON SOLID MASONRY @ EA. END & BETWEEN OPNGS.

NEW LINTEL SECTION
1 1/2" = 1'-0"

363

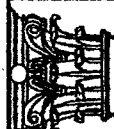
365 MAIN

DE PERE, WISC.

DRAWN: SCW
CHECKED: CCR

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AGREEMENT WITH THE ARCHITECT.

NEW LINTEL



C. RENIER ARCHITECTS, INC.
348 MAIN AVENUE, DE PERE, WI 54115
E-MAIL: RENIERARCH@JITOL.COM
PH (920) 330-0500 FAX (920) 330-0504

DATE: 10/16/11
©COPYRIGHT

SHEET
1

PROJ. NO.



CONSTRUCTION, INC.

Established 1976

www.schuhconstruction.com

OFFICE: 920.833.6465

FAX: 920.833.2158

N9351 Isaar Road Seymour, WI 54165

DESIGN / BUILD GENERAL CONTRACTING STEEL FABRICATION



Invoice No.

99

1.14.d

(I)
PAID 12-17-17
\$2170.00
MDH26-ZKRAZ

B
I
L
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T
O

ANDY & SOPHIA KRANS
941 LAWTON PLACE
DEPERE, WI 54115

J
O
B
N
O

17-275
CONCRETE WORK

Invoice Date	Invoice No.	Customer No.	Payment Terms	Contract No.
12/14/2017	998	KRANS	Net 15	

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	1	FOR SUPPLING & INSTALLING SUPPORT BEAM @ DEPERE BUILDING	2,170.00	2,170.00 *

* means item is non-taxable

TOTAL AMOUNT \$2,170.00

Attachment: 363 Main Invoices (6845 : Reso #18-36 363 Main Avenue Updated Facade Grant Application)

From: Henry Watzka hank@vanlanenmfg.net
Subject: Fwd: fence
Date: Dec 19, 2017 at 7:29:49 AM
To: Andrew Krans atkrans@gmail.com

26\$
457
J

PAID
12-20-2017
2267
1930.00

----- Forwarded Message -----

Subject:fence
Date:Tue, 19 Dec 2017 07:14:29 -0600
From:Henry Watzka <hank@vanlanenmfg.net>
To:atkrans@gmail.com

Here it is Andy . thank you.

Van Lanen Mfg.

5335 State Hwy 29 Denmark, WI 54208

Ph. 920-863-5705 Fax 920-863-5707

December 19, 2017

Attn: Andy

Re: fence

Labor and materials to furnish :

A total of 21 lineal feet of decorative custom ornamental fence for Andy Kranz. The style is to match existing at the neighboring sites. The railing is to be made of steel. Includes finish painting. Does not included installation in this price. Price includes one gate with hardware.

Total cost: \$1930.00

Attachment: 363 Main Invoices (6845 : Reso #18-36 363 Main Avenue Updated Facade Grant Application)



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810 SOUTH TAYLOR STREET
GREEN BAY, WI 54303 (920)405-0893

4920 00015 57248 10/26/17 08:29 AM
CASHIER LYNELLE

678885093471 MQ EXT PAINT <A> <M> 44.98
BEHR MQE 9453 SATIN DEEP 1160Z
MAX REFUND VALUE \$40.48
077027002843 GECLEAR TUBE <A> <M> 3.98
GE SILICONE II K&B CLEAR 2.8 OZ
MAX REFUND VALUE \$3.58
716341015800 3XGLDTRIM <A> <M> 16.47
PURDY 3.0 XL-GLIDE ALL PAINT BRUSH
MAX REFUND VALUE \$14.83
070798187726 SS K&B <A> <M> 4.97
SIMPLE SEAL K&B WHITE 9 OZ
MAX REFUND VALUE \$4.47
-----10% off Military Discount-----
70.40 10% off Military Discount -7.04
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 63.36
SALES TAX 3.17
TOTAL \$66.53
XXXXXXXXXXXX9999 HOME DEPOT 66.53
AUTH CODE 026165/4153572 TA

SAKS HOLDINGS LLC
KRANS ANDREW

<M> = Military Appreciation



4920 15 57248 10/26/2017 1129

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 10/26/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
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OPORTUNIDAD DE GANAR
UNA TARJETA DE
REGALO DE THD
DE \$5,000!

Comparta Su Opinion! Complete la breve
encuesta sobre su visita a la tienda y
tenga la oportunidad de ganar en:



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810 SOUTH TAYLOR STREET
GREEN BAY, WI 54303 (920)405-0893

4920 00018 40453 11/12/17 04:44 PM
CASHIER VICTORIA

750298153253 2X4-96 STUD <A> <M>
2X4-96" PRIME KD WHITEWOOD STUD
4@3.30 13.20
MAX REFUND VALUE \$11.88/4
082474985311 EXT PAINT <A> <M> 37.98
BEHR PPUE 9853 SATIN DEEP 1160Z
MAX REFUND VALUE \$34.18
008925037897 7-1/4"24T <A> <M> 9.97
DIABLO 7-1/4"X24T FRAMING SAW BLADE
MAX REFUND VALUE \$8.97
-----10% off Military Discount-----
61.15 10% off Military Discount -6.12
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 55.03
SALES TAX 2.75
TOTAL \$57.78
XXXXXXXXXXXX9999 HOME DEPOT 57.78
AUTH CODE 012562/7181800 TA

SAKS HOLDINGS LLC
KRANS ANDREW

<M> = Military Appreciation



4920 18 40453 11/12/2017 2793

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 11/12/2018
THE HOME DEPOT RESERVES THE RIGHT TO
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OPORTUNIDAD DE GANAR
UNA TARJETA DE
REGALO DE THD
DE \$5,000!

Comparta Su Opinion! Complete la breve
encuesta sobre su visita a la tienda y
tenga la oportunidad de ganar en:

City of De Pere MEMORANDUM



To: Redevelopment Authority
 From: Kimberly Flom, Economic Development & Planning Director
 Date: November 21, 2017

RE: **Façade Grant Application – 363 Main Avenue (WD-919)**

Background

Saks Holdings submitted the attached façade grant application for the front and rear facades of 363 Main Avenue.

The building is not a contributing structure to the Main Street Historic District. Built in 1960, it was originally constructed for use as a retail building and most recently operated as Buddha's Still.



Figure 1: Project location

Proposed Improvements

Please see the attached application for detail on the proposed façade improvements. The applicant proposes work on both the front and rear façade to include exterior painting, new lighting fixtures, masonry repair and new windows/doors.



363 Main Façade Grant - Exterior Cost Estimate

Vendor	Detail	Amount
GB Glass Center, Inc.	Window and Door Systems (not including Main St. facing door and transom window)	\$11,522.00
Engleberg Masonry, Inc.	Masonry work for new door and windows	\$3,500.00
C&C Electrical Services	Exterior Electrical for signage and accent lighting	\$1,500.00
TBD	Exterior Lighting Fixtures	\$500.00
Saks Holdings, LLC	Exterior Paint (3 gallons purchased at \$36.98/gallon)	\$185.00
		Total \$17,207.00
		\$4 Investment \$13,765.60
		\$1 Grant Match \$3,441.40

Façade Grant Funding

The 2017 budget includes \$30,000 for façade grants for TID #9 (to date, \$14,658.40 have been obligated for Life Church and O'Connor Connective. An application for 353 Main has been conceptually approved pending additional information).

City of DePere
Application for Facade Grant
363 Main Ave.
DePere, WI. 54115

Saks Holdings, LLC
941 Lawton Place
DePere, WI. 54115
Andrew Krans
920-371-5032
E: Atkrans@gmail.com

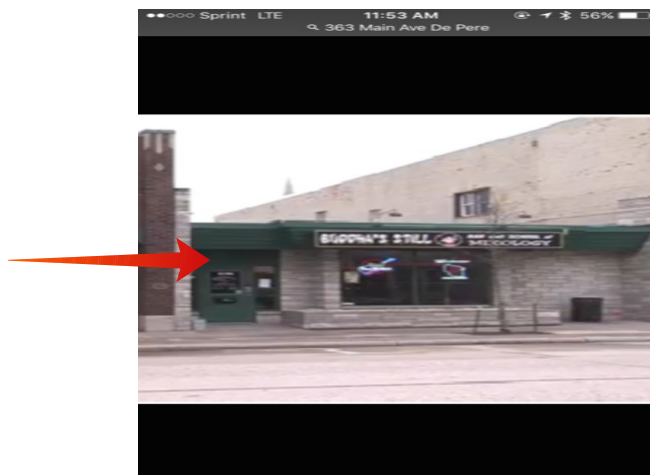
DePere Redevelopment Authority / City of Depere Common Council
October / November 2017

Greetings!

Hope this finds you all well. Attached you will find the completed application, photos of the existing facade, proposed and a request for approval for facade improvements located at 363 Main Ave. both the front (Main side) and back (Nicolet Square Parking lot) sides.

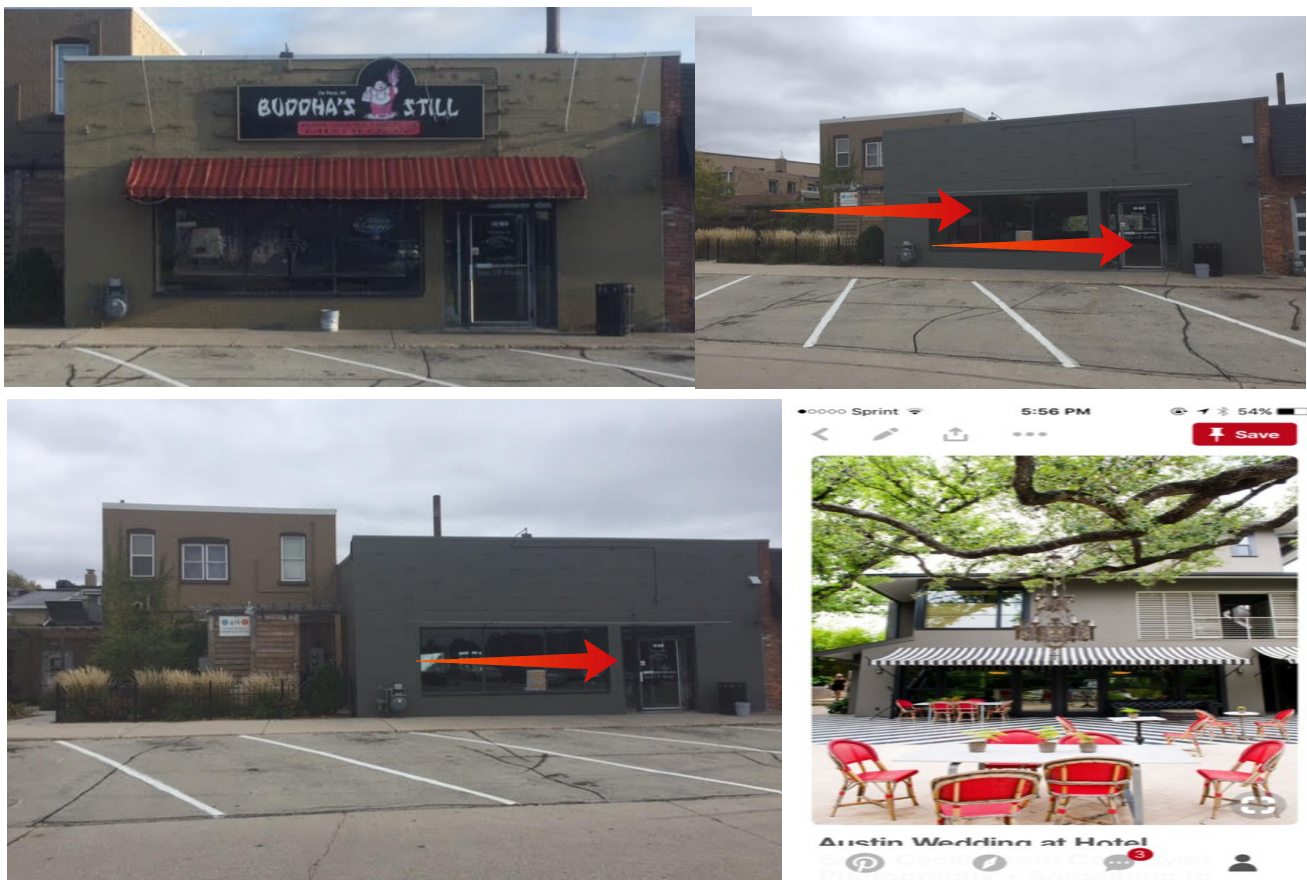
363 Front (Main St. side)

Will be repainting and updating electrical for both exterior sub lighting and overhead lighting for signage. Future signage to be address with over window positioning and gooseneck lighting. Door system on front of building is in "OK" condition but we are quoting this out along with transom window replacement above this entry door. We request that we are able to paint the Main st. facade prior to formal approval because of "time of year...before the snow hits!" Red arrow points to transom window reopening.



363 Main (Nicolet Square Parking lot)

Replace all south facing windows along with door system, replace awning covering, electrical for overhead lighting and painting. Painting was already completed because of peeling paint, exposed “crack away” brick face from flag pole holders, 2x4 glued signage supports and overall bad condition of brick. On NW facing wall (Currently this faces the dumpster inclosure located at 365 Main) we would like to request the approval of expanding the size of an existing window along with adding a door that would allow the area to the west, current dumpster enclosure, to be used as outdoor seating. 365 Main and 363 will be combined under one new parcel ID by year end which will allow for this expansion of outdoor seating. (Property line variance, etc)



Estimated Costs:

Window and Door Systems (Not including Main St. facing door and transom window)

GB Glass Glass Center, Inc. - \$11,522.00

Masonry work for new door and windows:

Engleberg Masonry, Inc. - \$3,500.00

Electrical for signage and accent lighting:

C&C Electrical Services: - \$1,500.00 (Not including fixtures to be added..est. \$500.00)

Paint for Exterior:

Behr Premium Exterior Paint: \$185 (5 Gallons total)

(3 Gallons already purchased at \$36.98 Per Gallon, no labor costs / Saks Holdings, LLC)

Total Estimate: \$17,207.00

(Does not include Main st. Door system and transom window) (\$1500?)

Saks Holdings, LLC

Thank you in advance for taking the time to review this request for the Facade Grant.

I can be reached directly at 920-371-5032 at anytime.

Sincerely,

Andrew Krans
Saks Holdings, LLC

	CITY OF DE PERE APPLICATION FOR FAÇADE GRANT	Date:
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The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of a Tax Increment District (TID). Applications will be acted upon on a first come first serve basis. The maximum grant is up to \$10,000 for approved projects. The grant requires the expenditure of \$4.00 of private funds for each \$1.00 of grant funds disbursed (\$40,000 expenditure for \$10,000 grant). Grants will only be awarded to projects that are approved by the Redevelopment Authority and Common Council.

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) Saks Holdings, LLC		Authorized Representative Andrew Krans	Title Senior Partner
Mailing Address 941 Lawton Place		City DePere	State WI
		ZIP Code 54115	
Email Address atkrans@gmail.com		Phone Number (incl. area code) 920-371-5032	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) Same		Contact Person	Title
Mailing Address		City	State
		ZIP Code	
Email Address		Phone Number (incl. area code)	Fax Number (incl. area code)
SECTION 3: Project or Site Location			
Project Address/Description 363 Main Ave. DePere, WI. 54115			Parcel No.
SECTION 4: Project Information			
Project Description:		Façade Grant and improvements to both Main St. and Nicolet Square	
Estimated Façade Expenses:		\$18,000.00	
Contractor:		Saks Holdings, LLC	
Estimated Start Date:		November 2017	Estimated Completion Date: 2 Weeks from Start. Mid Nov.
Please attach (1) hard copy and (1) PDF version of the following items: 1. A photo of the existing façade. 2. The proposed project design. Color renderings are strongly encouraged. 3. The project cost estimates by major category (design, material, labor, etc).			
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) Andrew Krans		Title Senior Partner	Phone Number 920-371-5032
Signature of Applicant Electronic Signature/ Andrew T. Krans 10-20/2017 (ATK)		Date Signed 10-20-2017	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-37 Approving Facade Improvement Project and Authorizing of Disbursement of Grant (109 North Broadway Street - Parcel ED-774)

At their meeting on Monday March 26, by a vote of 5-0, the RDA recommended approval of the facade grant for 109 N Broadway in an amount not to exceed \$5674.31, subject that the final grant payment be calculated based on submitted receipts and approved expenses, and that the recommendation be forwarded to Council.

ATTACHMENTS:

- Reso18-37 (DOCX)
- Exhibit A(Part 1) 109 Grant Application Krans (PDF)
- Exhibit A (Part 2) 109 NB 2Final Grant (PDF)
- 109 Broadway Estimates (PDF)
- 109 Broadway FG 3-2018 RDA Report (PDF)

RESOLUTION #18-37

APPROVING FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING DISBURSEMENT OF GRANT
(109 North Broadway Street - Parcel ED-774)

WHEREAS, the Tax Increment District #7 (TID #7 or the District) Project Plan includes city expenditure of funds to property owners within the District in the form of a grant to reimburse 25% of façade improvement costs, not to exceed \$10,000 per parcel, thereby increasing property values and tax increment during the life of the District; and

WHEREAS, Saks Holdings, LLC, owner of Parcel ED-774, has submitted an application for a façade improvement grant for proposed improvements to three sides of the building; and

WHEREAS, such application, attached and incorporated as Exhibit A, provides cost estimates for said improvements in the amount of \$28,371.56; and

WHEREAS, this façade improvement project has been reviewed by the Redevelopment Authority which recommends approval of a façade improvement grant in the total amount not to exceed \$5,674.31.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the façade improvement as contemplated in Exhibit A as approved by the Redevelopment Authority, and thanks Saks Holdings, LLC for its investment in downtown De Pere.

BE IT FURTHER RESOLVED THAT:

The Development Services Director (Director) is authorized to approve disbursement of the façade grant up to \$5,674.31 to Saks Holdings, LLC for said improvements provided the following are met:

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

Resolution #18-37

Page 2 of 2

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 17th day of April, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso18-37 (6838 : Resolution #18-37 109 N Broadway Facade Grant Request)

	CITY OF DE PERE APPLICATION FOR FAÇADE GRANT	Date:
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The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of a Tax Increment District (TID). Applications will be acted upon on a first come first serve basis. The maximum grant is up to \$10,000 for approved projects. The grant requires the expenditure of \$4.00 of private funds for each \$1.00 of grant funds disbursed (\$40,000 expenditure for \$10,000 grant). Grants will only be awarded to projects that are approved by the Redevelopment Authority and Common Council.

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) Saks Holdings, LLC		Authorized Representative Andrew Krans	
Title NA			
Mailing Address 941 Lawton Place	City DePere	State WI	ZIP Code 54115
Email Address Atkrans@gmail.com	Phone Number (incl. area code) 920-371-5032	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) Saks Holdings, LLC		Contact Person Andrew Krans	
Title NA			
Mailing Address Same	City DePere	State WI	ZIP Code 54115
Email Address Same	Phone Number (incl. area code) Same	Fax Number (incl. area code)	
SECTION 3: Project or Site Location			
Project Address/Description 109 N. Broadway (Dinning Room side of Bilotti's Pizza)		Parcel No.	
SECTION 4: Project Information			
Project Description:	See Attached:		
Estimated Façade Expenses:	\$30,211.00		
Contractor:	Saks Holdings, Englebert Masonry, Green Bay Glass Center, C&C Electric, Blindauer		
Estimated Start Date:	March 2018	Estimated Completion Date:	60 days from start
Please attach (1) hard copy and (1) PDF version of the following items: 1. A photo of the existing façade. 2. The proposed project design. Color renderings are strongly encouraged. 3. The project cost estimates by major category (design, material, labor, etc).			
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) Andrew Krans		Title	Phone Number 920-371-5032
Signature of Applicant		Date Signed 3/12/2018	

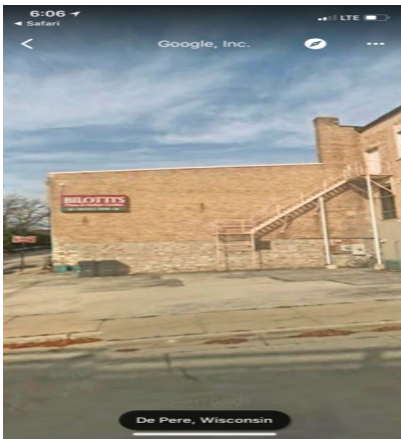
March 12, 2018

Saks Holdings, LLC
 Andrew Krans
 941 Lawton Place
 DePere, WI. 54115
 920-371-5032

Facade Grant Request for 109 N. Broadway DePere, WI. 54115

Attached you will find cost estimates for the work to be performed at 109 N. Broadway. Saks Holdings, LLC will also be submitting a request for the adjacent property at 113 N. Broadway. If both grants are approved we will start work immediately on both locations to cost share labor, dumpsters, lifts and permits as needed. After work is completed Saks Holdings, LLC will formally request that the two (2) parcels be combined into one common parcel with a street address of 109 N. Broadway, eliminating 113 N. Broadway's street address.

109 N. Broadway Rear of Building:



Proposed Changes for rear of 109 N. Broadway:



Red Window Boxes: Remove block covering windows and expose original window jams.

Englebert's Masonry: \$1,300.00

Green Window Boxes: Create 2/3 window openings. Englebert's Est: \$2,400.00

Tuck Point and Repair areas as needed: \$1,500.00 (T&M not to exceed)

Rental of 32 ft lift: 1 Day at 109 N. Broadway Rear: (Split cost with 113) \$350.00

Green Window Boxes window replacement: \$9,048.00 (Attached quote)

Red Window Boxes window replacement: \$1,888.00 (Attached)

Electrical for Goose Neck Lighting: 2-3 Fixtures at \$210.00 \$630.00

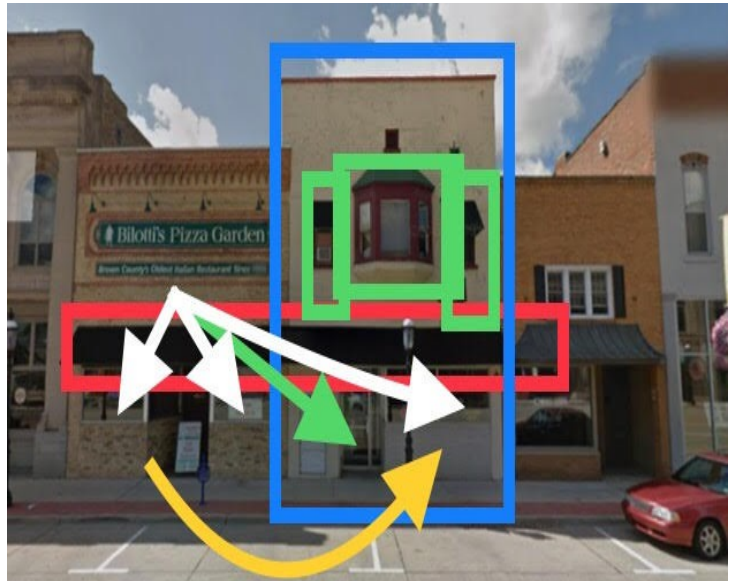
Electrical work for \$850.00 (T&M not to exceed / C&C Electric) (Same at 113 Rear)

Yellow Window Boxes: If possible remove filled in window boxes to left and right of door. \$350-\$500

Green Box Doorway: Remove and replace steel fire rated door with new fire rated door. This is a custom door size. Lakeland Door will be providing quote on this. In the past custom steel doors average around \$1,300.00 installed. Not Including an masonry work that may be needed: Est: \$200.00

Blindaur Roofing to install new roof Spring of 2018. This cost is not part of the Grant request but the new facia(s) both sides along with rear water collection/ gutters will be part. Est: \$2,600.00 (Total roof replacement for 109 N Broadway will be \$25,000.00)

Blue Arrow: Sandblast removal of white paint on exterior of building. Sunbelt Rental/ 300lb Blaster / Material / \$120 / 15 bags @ \$20/ \$300 Labor 8hrs at \$65 / \$520 Total: \$940.00



Blue Door Square: (Left 109 N Broadway) Install tempered insulated glass in original entry door. This originally has glass in it but was later filled in with wood. See apartment entry door system. \$708.00

Red area on both 109 and 113 N. Broadway. Remove black awing and metal under-frame.

Green Box: Transom window. Expose and replace original style transom window: \$2,559.56

Green Box: Remove existing glass window systems and replace with taller (24in from ground) period style store front windows. \$6,696.00 (Does not include masonry of tear down and build up. Only one course of bricks was used when this facade was built.) Option: Based on 2018 budget these windows jams could just be painted and complete window replacement done in 2019. Submitting for 2018 Facade grant. TBD.

Blindauer Roofing: Flashing Included in price quote for rear 109 N. Broadway.

Interior Open Vestibule ceiling: Current material is fiber board. Will replace with $\frac{3}{4}$ decking with painted (plastic) tin period style panels on surface. \$250 (Not pictured)

Total Project Costs:

(This uses a total cost with a 3rd window option opening and window install)

\$30,211.00

If you have any questions please feel free to call me directly to set up a time to walk the job site and others we currently have in progress. Thank you!

Sincerely,

Andy Krans
Saks Holdings, LLC

Green Bay Glass Center, Inc.
2001 Commercial Way
Green Bay, WI 54311
(920)465-8842
(920)465-9626 fax
(800)472-7750

Proposal

SAKS Holdings
Andy Krans
941 Lawton Place
De Pere, WI 54115

March 9, 2018

Re: 109 North Broadway
 De Pere, WI
 Storefront Window Replacement

We propose to replace existing storefront windows with taller windows including: removal of existing four openings, installation of 2 x 4 ½" dark bronze anodized storefront windows with sizes of 96 x 80" (two), and 74 x 80" (two), glass to be 1" overall low-e insulated, includes standard sill flashing and post flashing at two outside corners

Total Quote Installed: \$6,696.00 tax included

Approximate lead time of two weeks upon approval and field measuring

Please see attached elevational drawings for further details

Quotation valid for 30 days.

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

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

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

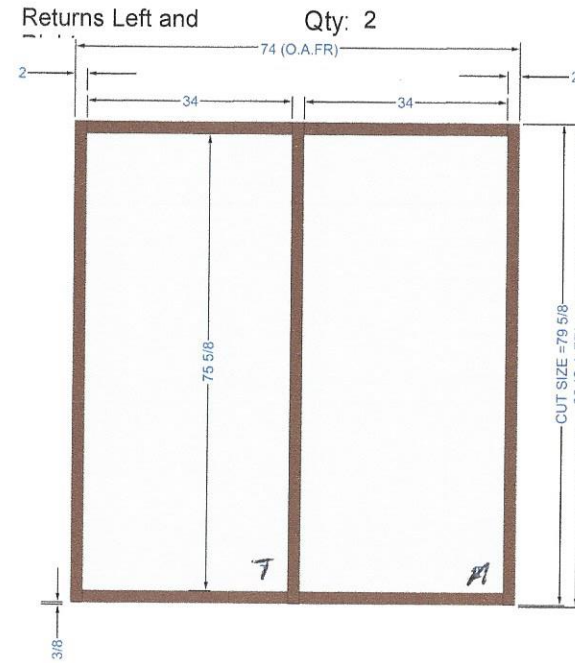
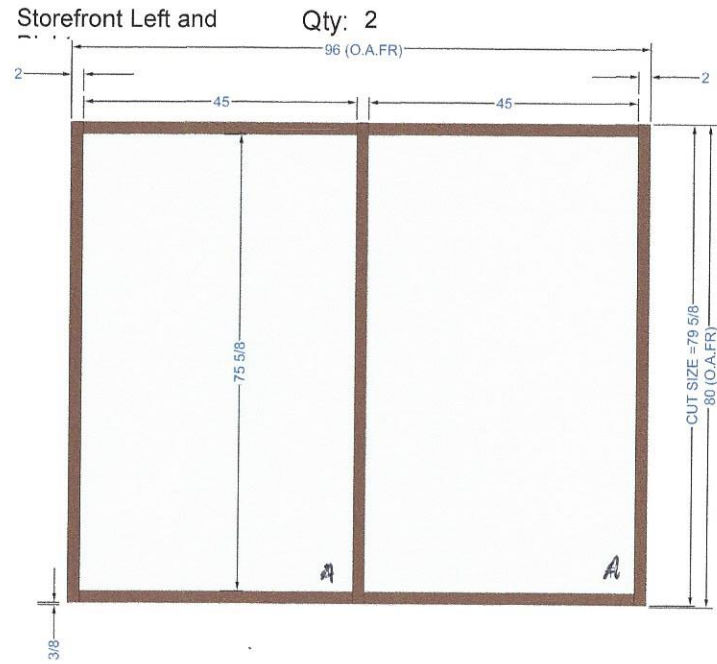
- Building Permits (unless specified)
- Temporary barricades (traffic, weather, or theft)
- Any work to be done on owners glass will be done at owners risk
- Finish painting/staining (unless specified)
- Delivery charges includes transportation to jobsite only, not unloaded or spotted
- Final cleaning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

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

Quotation prepared by: *Patrick Pozza, President*

Project Name - SAKS Holdings 109NBroadway

Date: 3/8/2018 2:51:41 PM



ENGLEBERT'S MASONRY INC.

5399 COUNTY LINE RD

LUXEMBURG, WI 54217-9132

Estimate

DATE	ESTIMATE NO.
3/12/2018	23

NAME / ADDRESS
ANDY KRANS SAKS HOLDINGS 109 N. BROADWAY

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
REMOVE 1 COURSE OF BLOCK COVERING 3 EXISTING WINDOWS. WINDOW SIZE 40X88 ON SOUTH SIDE		1,500.00	1,500.00
CUT AND REMOVE 2 COURSES OF BRICK, INSTALL APPROVED LINTEL FOR RO OF 42X90. 2 OPENINGS WITH POSSIBLE 3RD OPENING. \$950.00 PER OPENING.		2,850.00	2,850.00
32 FT. SCISSOR LIFT RENTAL. PROPERTY OWNER TO CONTRACT OR ENGLEBERT MASONRY. TBD. \$500.00		500.00	500.00
TUCK POINT AND REPAIR MISSING, BROKEN BRICKS ON SOUTH FACING WALL. T&M NOT TO EXCEED \$1,800.00		1,800.00	1,800.00
REMOVE AND INSTALL LINTEL IN BLOCKED UP GROUND LEVEL WINDOW. EST: 24X36 OPENING. WILL NEED TO EXPLORE LINTEL OPTIONS IF NEED, BASED ON ORIGINAL STRUCTURE AND LOAD. \$500.00-\$750.00		750.00	750.00
		5.50%	0.00
		TOTAL	\$7,400.00

Attachment: 109 Broadway Estimates (6838 : Resolution #18-37 109 N Broadway Facade Grant Request)

GREEN BAY GLASS, INC.

(920)465-9626 fax
2001 Commercial Way
Green Bay, WI 54311

Done

1.15.d

Date	Invoice #
2/20/2018	20867

Bill To
SAKS Holdings Andy Krans 941 Lawton Place De Pere, WI 54115

Ship To
Affogato Bar Vincent Nardi 109 North Broadway De Pere, WI 54115 (920)857-6237

		S.O. No.	P.O. Number	Terms	Rep	Ship	Via
		21223	Andy	Net 30	PP	2/14/2018	Our Truck
Quantity	Item Code	Description			U/M	Price Each	Amount
		Order out glass and bronze framing for transom windows. Fabricate per attached elevation drawing and install when ready.					
32	Tubelite He...	Tubelite T14441 1" Open Back Head/Jamb - Dk Bronze			ft	0.00	0.00
1	CSOP50-150	Tubelite T14240 Open Back Sill - Dk Bronze - 24'2"				0.00	0.00
1	CSOP0-50	Tubelite E14104 Glazing Stop - Dk Bronze - 24'2"				0.00	0.00
3	CSOP150-5...	90 1/16 x 20 1/4 x 1" oa clear/low-e annealed insulated glass with flat bronze muntins seven holes by two holes				0.00	0.00
110	Gasket Tub...	Roll-In Glazing Gasket Tubelite - P2728			ft	0.00	0.00
1	CSOP50-150	Tubelite T14055 Sill Flashing - Dk Bronze 24'2"				0.00	0.00
1	CSOP50-150	Tubelite T14129 Head Receptor - Dk Bronze 24'2"				0.00	0.00

Celebrating our 32nd year because of great customers like you!

Total

ALL PHONE CREDIT CARD CHARGES OVER \$500.00 WILL BE ASSESSED A 5% SERVICE FEE

Payments/Credits

Balance Due

FED. I.D. 20-4175334

Attachment: 109 Broadway Estimates (6838 : Resolution #18-37 109 N Broadway Facade Grant Request)

GREEN BAY GLASS, INC.

(920)465-9626 fax
 2001 Commercial Way
 Green Bay, WI 54311

Date	Invoice #
2/20/2018	20867

Bill To
SAKS Holdings Andy Krans 941 Lawton Place De Pere, WI 54115

Ship To
Affogato Bar Vincent Nardi 109 North Broadway De Pere, WI 54115 (920)857-6237

		S.O. No.	P.O. Number	Terms	Rep	Ship	Via
		21223	Andy	Net 30	PP	2/14/2018	Our Truck
Quantity	Item Code	Description			U/M	Price Each	Amount
1	CSOP0-50	Tubleite E14130 Head Receptor - Male				0.00	0.00
		End - Dk Bronze 24'2"					
14	Break Meta...	040 Dark Bronze Painted Aluminum -			sqft	0.00	0.00
		2 x 2 1/2 x 144" (3 total) - Sub-sill					
		flashing					
2	Foam Spray...	Insulating Gun foam - 24 oz. Tremco			ea	0.00	0.00
		Exoaire LEF					
1	Spectrum II...	Spectrum II Sealant - 10oz Tube Black			ea	0.00	0.00
1	Spectrum II...	Spectrum II Sealant - 20 oz. Sausage			ea	0.00	0.00
		Pack Black					
8	Tapcon 2 3/...	1/4 x 2 3/4 x Fph Tapcon			ea	0.00	0.00
4	Tek Screw	Tek Screw - 12-24 x 2 3/4" Phillips			ea	0.00	0.00
		Head Self Drilling Grey					
8	screws	screws -misc.			ea	0.00	0.00
1	Non-invent...	Furnish and install above Transom				1,768.00	1,768.00
		Windows per proposal					
		Install bronze breakmetal above					
		existing storefront windows. Keep					
		track of time and materials					
44	Break Meta...	040 Dark Bronze Painted Aluminum			sqft	3.71	163.24

Celebrating our 32nd year because of great customers like you!

Total

ALL PHONE CREDIT CARD CHARGES OVER \$500.00 WILL BE ASSESSED A 5%
 SERVICE FEE

Payments/Credits

Balance Due

FED. I.D. 20-4175334

Attachment: 109 Broadway Estimates (6838 : Resolution #18-37 109 N Broadway Facade Grant Request)

GREEN BAY GLASS, INC.

(920)465-9626 fax
 2001 Commercial Way
 Green Bay, WI 54311

Date	Invoice #
2/20/2018	20867

Bill To
SAKS Holdings Andy Krans 941 Lawton Place De Pere, WI 54115

Ship To
Affogato Bar Vincent Nardi 109 North Broadway De Pere, WI 54115 (920)857-6237

S.O. No.	P.O. Number	Terms	Rep	Ship	Via
21223	Andy	Net 30	PP	2/14/2018	Our Truck
Quantity	Item Code	Description	U/M	Price Each	Amount
9	Shop Labor	In Shop Fabricating Labor - shear and bend breakmetal (per bend/shear)		12.00	108.00
2	Spectrum II...	Spectrum II Sealant - 10oz Tube Black	ea	10.36	20.72
1	Foam Spray...	Insulating Gun foam - 24 oz. Tremco Exoaire LEF	ea	19.60	19.60
8	Field Labor	Field Labor (per installer)	ea	74.00	592.00
	Deductible ...	Labor Discount per Patrick		-112.00	-112.00

*Patrick
3/1/18*

Celebrating our 32nd year because of great customers like you!

Total **\$2,559.56**

ALL PHONE CREDIT CARD CHARGES OVER \$500.00 WILL BE ASSESSED A 5% SERVICE FEE

Payments/Credits **\$0.00**

Balance Due **\$2,559.56**

FED. I.D. 20-4175334

GREEN BAY GLASS, INC.

(920)465-9626 fax
2001 Commercial Way
Green Bay, WI 54311

Done

Date	Invoice #
2/27/2018	20905

Bill To
SAKS Holdings Andy Krans 941 Lawton Place De Pere, WI 54115

Ship To
109 North Broadway De Pere, WI 54115 (920)857-6237

S.O. No.	P.O. Number	Terms	Rep	Ship	Via
21248	Andy 371-5032	Net 30	PP	2/23/2018	Our Truck
Quantity	Item Code	Description	U/M	Price Each	Amount
3	Tubelite He...	Install three windows on west side of building prepared by others. Inside/reverse glaze. Get measurements for exterior breakmetal to be installed at later date Tubelite T14441 1" Open Back Head/Jamb	ft	0.00	0.00
1	CSOP0-50	Tubleite E14104 Glazing Stop		0.00	0.00
1	CSOP50-150	Tubelite T14445 Snap In Pocket		0.00	0.00
1	CSOP50-150	Tubelite T14055 Thermal Sill Flashing		0.00	0.00
6	CSOP50-150	29 1/4 x 40 3/16 x 1" oa clear/low-e insulated with bronze muntin two holes wide		0.00	0.00
1	Spectrum II...	Spectrum II Sealant - 20 oz. Sausage Pack Black	ea	0.00	0.00
2	Foam Spray...	Insulating Gun foam - 24 oz. Exoaire LEF	ea	0.00	0.00
12	screws	screws -misc. - 2 3/4" #14 FHPH	ea	0.00	0.00
1	Field Labor	Furnish and Install Three Windows per Proposal Completed 2/23/2018	ea	1,888.00	1,888.00

Celebrating our 32nd year because of great customers like you!

ALL PHONE CREDIT CARD CHARGES OVER \$500.00 WILL BE ASSESSED A 5% SERVICE FEE

FED. I.D. 20-4175334

Total

Payments/Credits

Balance Due

Attachment: 109 Broadway Estimates (6838 : Resolution #18-37 109 N Broadway Facade Grant Request)

GREEN BAY GLASS, INC.

(920)465-9626 fax
 2001 Commercial Way
 Green Bay, WI 54311

Date	Invoice #
2/27/2018	20905

Bill To
SAKS Holdings Andy Krans 941 Lawton Place De Pere, WI 54115

Ship To
109 North Broadway De Pere, WI 54115 (920)857-6237

S.O. No.	P.O. Number	Terms	Rep	Ship	Via
21248	Andy 371-5032	Net 30	PP	2/23/2018	Our Truck
Quantity	Item Code	Description	U/M	Price Each	Amount
		Thank You!			
Celebrating our 32nd year because of great customers like you! ALL PHONE CREDIT CARD CHARGES OVER \$500.00 WILL BE ASSESSED A 5% SERVICE FEE FED. I.D. 20-4175334			Total \$1,888.00 Payments/Credits \$0.00 Balance Due \$1,888.00		

*PAID In full
3/1/18*

Attachment: 109 Broadway Estimates (6838 : Resolution #18-37 109 N Broadway Facade Grant Request)

Green Bay Glass Center, Inc.
2001 Commercial Way
Green Bay, WI 54311
(920)465-8842
(920)465-9626 fax
(800)472-7750

Proposal

SAKS Holdings
Andy Krans
941 Lawton Place
De Pere, WI 54115

March 7, 2018

Re: 109 North Broadway – Front Entrance
 De Pere, WI

We propose to re-work front entrance door and transom including: removal of existing wood panels, installation of ¾" clear tempered insulated glass in door including new maple stops at interior and exterior, installation of aluminum framed window at transom light including low-e insulated glass and dark bronze anodized framing. Includes pick up and delivery, temporary board up of openings while door and transom are being re-worked

Total Quote Installed: **\$708.00** (appl. tax included)

Approximate lead time of one week upon approval

Quotation valid for 30 days.

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

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

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

- Building Permits (unless specified)
- Temporary barricades (traffic, weather, or theft)
- Any work to be done on owners glass will be done at owners risk (specified)
- Finish painting/staining (unless specified)

- Delivery charges includes transportation to jobsite only, not unloaded or spotted - Final cleaning of glass and aluminum

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

Quotation prepared by: *Patrick Pozza, President*



**GREEN BAY
GLASS, INC**

2001 COMMERCIAL WAY
GREEN BAY, WI 54311

PHONE: 920-465-8842

FAX: 920-465-9626

JOB NAME: _____

LOCATION: _____

PHONE: _____

DATE: _____

www.greenbayglassinc.com

GLASS for ENTRANCE
20 3/4 x 60 3/4 x 3/4" ea
CLEAR TEM 19

New Glass 46.00

GLASS 218.00

LABOR 178.00

MISC 24

\$436.00

TILAMPOL 272.00

\$708.00

Attachment: 109 Broadway Estimates (6838 : Resolution #18-37 109 N Broadway Facade Grant Request)

RESIDENTIAL • COMMERCIAL • AUTO
DOORS, WINDOWS, SHOWER DOORS, MIRRORS,
SPECIALTY GLASS, AUTO GLASS, HARDWARE

City of De Pere MEMORANDUM



To: Redevelopment Authority
 From: Kimberly Flom, Development Services Director
 Date: March 26, 2018

RE: **Façade Grant Application – 109 N Broadway St (Parcel ED-774)**

Background

Saks Holdings submitted the attached façade grant application for 109 N Broadway (Parcel ED-774). Saks Holdings has also submitted façade grant applications for 113 (ED-773) and 115 N Broadway (ED-772). 109 and 113 N Broadway are proposed to be combined into one parcel sometime in the future, which may impact the addressing and parcel number.

The address 109 N Broadway is not found on the Wisconsin Historical Society website. The 2001 City Intensive Survey notes that this building, estimated to be built before 1914, historically had been used as retail and is in the Commercial Vernacular architectural style.



Figure 1: Project location

Proposed Improvements

Please see the attached application for detail on the proposed façade improvements. The applicant proposes a number of improvements to three sides of the building, including:

South (side – parking lot facing)

Restore three windows that previously had been filled with brick.

West (rear – alley facing)

Restore three upper story windows that previously had been filled with brick.

Replace/restore/install first floor window and door.

Remove white paint and restore to natural brick finish.

East (front)

Replace wood door.

Paint window system or install storefront system

The applicant has not submitted a rendering of the project, but has chosen to work with proven contractors familiar with historic building renovation. If a rendering is required, the cost of production would be included in the façade grant request. Quotes for many of the work items are attached but actual project costs could be slightly different.



Figure 2: Existing Buildings

The grant request includes three items that would be considered ineligible expenses, including some interior work related to the building entry and window replacement that was completed and paid for prior to grant application submittal. Those items are highlighted in blue. Removing those items from the request would reduce the estimated grant amount from \$5674.31 to \$4734.80.

109 Broadway Façade Grant - Project Estimate

Vendor	Detail	Amount	Notes
Englebert's Masonry Inc.	Window Openings	\$7,400.00	
	Tuck Point and Repair areas as needed	\$1,500.00	
	Rental of 32 ft. lift for 1 day (split with 113 \$700 total)	\$350.00	
Green Bay Glass Center	Window Replacement West Façade	\$1,888.00	<i>Paid Invoice</i>
	Goose Neck Lighting (2-3 Fixtures)	\$630.00	
C&C Electric	Electrical Work	\$850.00	
	West Façade Window Reolcation	\$500.00	<i>\$350-\$500</i>
	West Façade Door Replacement + Surrounding Masonry Work	\$1,500.00	
	Facia and gutters of new roof (total roof cost \$25,000)	\$2,600.00	
	West Façade - Sandblast Removal of Existing White Paint	\$940.00	
Green Bay Glass Center	East Façade Front Door Replacement	\$708.00	
Green Bay Glass Center	East Façade Awning Removal and transom window replacement	\$2,559.56	<i>Paid Invoice</i>
Green Bay Glass Center	East Façade Storefront Window System	\$6,696.00	<i>Or Window Replacement</i>
	Interior Open Vestibule Ceiling	\$250.00	<i>Interior Improvement</i>
		Total \$28,371.56	
		\$4 Investment \$22,697.25	
		\$1 Grant Match \$5,674.31	

Façade Grant Funding

The 2018 budget includes \$30,000 for façade grants for TID #7. Three façade grant applications have been received to date from Saks Holdings, LLC that, if approved, would total approximately \$16,000 to \$17,000.

Façade Grant Review Process

1. RDA reviews grant request and makes recommendation to Common Council.
2. Common Council reviews grant request.
3. If approved, applicant completes work and initiates payment process.

Façade Grant Payment Process

1. After eligible activities of the project are completed, the owner shall provide the Development Services Director with invoices for eligible activities. Director will confirm that match funds have been appropriately spent.
2. The Development Services Director shall contact the building inspector who shall conduct an inspection and certify to the Director that the project work has been completed.
3. If the building inspector certifies the completed work, the payment is processed and forwarded to the property owner.

Recommendation

Recommend approval of the façade grant request for 109 N (ED-774) Broadway, up to \$5,000, and that the recommendation be forwarded to Council, subject to the following conditions:

- 1) That final grant amount be calculated based only on eligible expenses and submitted receipts.

OR

Recommend conceptual approval of the façade grant application for 109 N Broadway (ED-774), subject to the following conditions:

- 1) Applicant submits more detailed cost estimates and/or renderings for RDA review before forwarding the recommendation to Council.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-38 Approving Facade Improvement Project and Authorizing Disbursement of Grant (113 North Broadway Street - Parcel ED-773).

At their meeting on Monday, March 26, by a vote of 5-0, the RDA recommended approval of the facade grant for 113 N Broadway up to \$10,000 subject to the condition that the final grant payment be calculated based on submitted receipts and approved expenses, and that the recommendation be forwarded to Council.

ATTACHMENTS:

- Reso18-38 (DOCX)
- Exhibit A - 113 Facade Grant App Form (PDF)
- Exhibit A (Part 2) FINAL 113 NB Grant (PDF)
- 113 Broadway Cost Estimates (PDF)
- 113 Broadway FG 3-2018 RDA Report (PDF)

RESOLUTION #18-38

APPROVING FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING DISBURSEMENT OF GRANT
(113 North Broadway Street - Parcel ED-773)

WHEREAS, the Tax Increment District #7 (TID #7 or the District) Project Plan includes city expenditure of funds to property owners within the District in the form of a grant to reimburse 25% of façade improvement costs, not to exceed \$10,000 per parcel, thereby increasing property values and tax increment during the life of the District; and

WHEREAS, Saks Holdings, LLC, owner of Parcel ED-773, has submitted an application for a façade improvement grant for proposed improvements to both building entrances; and

WHEREAS, such application, attached and incorporated as Exhibit A, provides cost estimates for said improvements in the amount of \$50,565.00; and

WHEREAS, this façade improvement project has been reviewed by the Redevelopment Authority which recommends approval of a façade improvement grant in the total amount not to exceed \$10,000.00.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the façade improvement as contemplated in Exhibit A as approved by the Redevelopment Authority, and thanks Saks Holdings, LLC for its investment in the De Pere downtown.

BE IT FURTHER RESOLVED THAT:

The Development Services Director (Director) is authorized to approve disbursement of the façade grant up to \$10,000.00 to Saks Holdings, LLC for said improvements provided the following are met:

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

Resolution #18-38
Page 2 of 2

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 17th day of April, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso18-38 (6842 : Resolution #18-38 113 N Broadway Facade Grant)



CITY OF DE PERE

APPLICATION FOR FAÇADE GRANT

Date:

The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of a Tax Increment District (TID). Applications will be acted upon on a first come first serve basis. The maximum grant is up to \$10,000 for approved projects. The grant requires the expenditure of \$4.00 of private funds for each \$1.00 of grant funds disbursed (\$40,000 expenditure for \$10,000 grant). Grants will only be awarded to projects that are approved by the Redevelopment Authority and Common Council.

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) Saks Holdings, LLC	Authorized Representative Andrew Krans	Title NA	
Mailing Address 941 Lawton Place	City DePere	State WI	ZIP Code 54115
Email Address Atkrans@gmail.com	Phone Number (incl. area code) 920-371-5032	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) Saks Holdings, LLC	Contact Person Andrew Krans	Title NA	
Mailing Address Same	City DePere	State WI	ZIP Code 54115
Email Address Same	Phone Number (incl. area code) Same	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 113 N. Broadway (Dinning Room side of Bilotti's Pizza)	Parcel No.
---	------------

SECTION 4: Project Information

Project Description:	See Attached:		
Estimated Façade Expenses:	\$29,115 Low to \$52,765 High		
Contractor:	Saks Holdings, Englebert Masonry, Green Bay Glass Center, C&C Electric, Blindauer		
Estimated Start Date:	March 2018	Estimated Completion Date:	60 days from start

Please attach (1) hard copy and (1) PDF version of the following items:

1. A photo of the existing façade.
2. The proposed project design. Color renderings are strongly encouraged.
3. The project cost estimates by major category (design, material, labor, etc).

SECTION 5: Certification and Permission

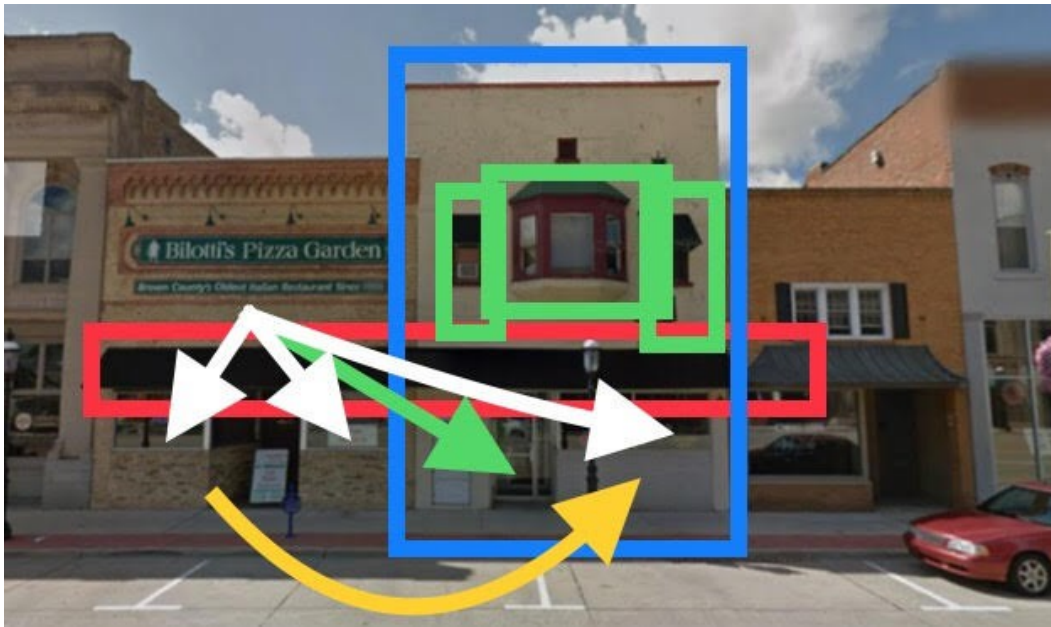
Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with 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) Andrew Krans	Title	Phone Number 920-371-5032
Signature of Applicant		Date Signed 3/12/2018

Saks Holdings, LLC
 Andrew Krans
 941 Lawton Place
 DePere, WI. 54115
 920-371-5032
 March 2018

Facade Grant Request for 113 N. Broadway DePere, WI. 54115



113 N. Broadway. Shown is both 109 and 113 N. Broadway. After facade work is completed, Saks Holdings, LLC will request, at both the city and county levels, that 113 N. Broadway parcel be combined with 109 N. Broadway.

The 113 N. Broadway facade is challenging to budget based on current facade. Currently it has a wire mesh, secured, backing with cement plaster covering original brick. In test areas it appears that original brick is in fair to good condition. To remove the current facade the following has been quoted and recommended: (Entire Blue Boxed in area) (Not including old door system and lower white brick walls)

- 1) 32ft scissors (2 person)
- 2) 35 Yard Dumpster
- 3) Sidewalk closure permits and two parking stall side cut closure permit for dumpster.
- 4) Removal of plaster.
- 5) UPON removal of plaster an inspection and better scope of work can be obtained. Condition of bricks and damage done by removing masonry spikes (Spikes that hold wire mesh to brick) will either result in minimal repair work (Tuck / point) or extensive brick replacement as the bricks could need individual replacement. Spikes create hols in bricks, if water has entered behind facade, frozen and expanded in spike holes, brick(s) could require full replacement in places of bricks. (See Quote from Engelbert's Masonry, Inc) (Cut and paste from Eric quote) See below:
 Range: \$5500.00-\$28,500.00

5) Continued:

1) 32ft Lift (2 man) subcontracted scissor lift for removal of front facade currently covering brick. Weekly/ 10 day \$1500 (Can be done in CO junction with south facing 2/3 window openings./ Actual cost: Provided by us or property owner.

2) Removal of current Facade:

T&M not to exceed \$25,000. Based on damage or lack of damage with underlying brick. Masonry nails/ spikes used to hold metal wire mesh backing. These can or will either come out with little damage (tuck/point repair) or can/will require full brick removal and replacement. Will not be able to quote this at fixed rate and T/M is difficult. Property owner and Englebert Masonry agree to work in good faith with post inspections of facade after current facade is removed and project budget moving forward for final facade.

Three (3) window opening, one bay/ Oreo, window with wood support/ brick under current facade to TBD. RO for these 3 openings may be cut if original window/ frames/ lintels are not usable. Subject to additional costs and final measurement with window provider. \$500.00

3) Based on final drawings for door entry systems / transom window / full facade rendering/ and current structural I-Beam location. We propose the following: Removal of one course of existing "white" brick and build up of interior/ 2nd course of brick to be 24inches or greater. This ensures min of 24inch base for instal if larger windows/ period design of store front. Vestibule Masonry work to TBD based on final design but could include additional 1 course of brick and removal of interior facing "white" brick in current vestibule. 40" off city sidewalk with existing ADA grade remains in place for new ADA vestibule and entry way not to be less than 7ft to accommodate ADA requirements. (Price part of #2 above) But subject to change order based on final design.

4) Masonry anchors installed for existing neon "Pizza Garden" sign. Property owner to have removed by sign company and reinstalled by chosen sign company. Work with electrical contractor to ensure masonry work is complete with electrical sources/ conduit as used or replaced. \$350

5) Masonry repair as need in south entrance of 113 N. Broadway. Pre manufactured steps in place (current) will be address once frost line settles. Block repair as need along.

Additional Notes: 35yrd Dumpster to be provided by property owner for facade removal material along with all city applications and permits. 3-5 day for removal. Sidewalk closure and signage of closure to be approved by city and permits to be pulled by property owner. 3-7 days for facade brick repair/ upper windows/ lower 24in possible wall/ restore.

All materials to be picked out by property owner to include different color grout for both 109 South, West and 113 upper and lower. Color TBD with removal of current facade.

- 6) Replacement of windows, store front, transom and door systems. This is based on what is currently in design. Working with architect, C. Reiner, on conceptual drawings of how door system and store front windows can be created to be historically more accurate while keeping with current ADA / Vestibule codes on front entry systems: \$11,665.00
- 7) Replacement of Upper windows: \$3,070.00. (Does not include any structural repairs as may be needed for bay window replacement. Englebert's masonry to bill out separate from Green Bay Glass Center, Inc. price on windows including installment.

Rear of 113 N. Broadway:



Proposed Changes to rear of 113 N. Broadway:

Saks Holdings is the owner of 109, 113 and 115 N. Broadway. Currently the back of these buildings are unsightly. Unlike the rear of the property located at 117. N. Broadway. Our intent is to create an enjoyable space from the Bridge parking lot to Broadway for those people who do not use the direct stair way from parking lot to Broadway. This would also create a more inviting route for those people who live in adjacent Fox River Apartments. (This building has a direct walk way from entry door to back alley) Extensive, universal lighting will be used on the back of these three (3) addresses. Please walk this area for a better understanding of what we are proposing.

Red arrow: Clean up unused electrical conduit and panels on rear of building. Possible resurface block with Exterior Plaster coat or paint: \$1500.00

Remove Door cover awning? Replacement of material on Awning: \$500. Or new over door awning: \$750.00

Fascia on roof top and remove railing / gutters: \$1000.00 (Blindauer Roofing)

Masonry work to close up vacant fresh air return (Blue Arrow) \$250.00

Electrical for Goose Neck Lighting: 2-3 Fixtures at \$210.00 \$630.00

Electrical work for \$850.00 (T&M not to exceed / C&C Electric)

C. Reiner Architecture Fees: \$2000.00

Saks Holdings, LLC will submit architects renderings of 113 N. Broadway store front design prior to March 26th RDA meeting for review. Again this continues to change based on the underlying structure of the facade and building itself.

Estimated Total Project Costs:

Low: (Minimal facade work at 113 N Broadway Front)

\$29,115.00

High (Using Max number of \$28,500 and not min of \$5,500)

\$52,765.00

Please feel free to contact me directly, 920-371-5032 to set up a time to walk any of the sites we have requested grants for, including those listed above, to get a visual of work to be preformed.

Sincerely,

Andy Krans
Saks Holdings, LLC

cc. As needed per Saks Holdings / hc.

ENGLEBERT'S MASONRY INC.

5399 COUNTY LINE RD
LUXEMBURG, WI 54217-9132

Estimate

DATE	ESTIMATE NO.
3/12/2018	24

NAME / ADDRESS
ANDY KRANS SAKS HOLDINGS 113 N. BROADWAY

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
32FT LIFT SUBCONTRACTED SCISSOR LIFT FOR REMOVAL OF FRONT FACADE CURRENTLY COVERING BRICK. WEEKLY/10 DAY \$1,000.00-\$1,500.00 (CAN BE DONE IN CO JUNCTION WITH SOUTH FACING 2/3 WINDOW OPENING. ACTUAL COST PROVIDED BY US OR PROPERTY OWNER.		1,500.00	1,500.00
REMOVAL OF CURRENT FACADE: T&M NOT TO EXCEED \$28,500.00 BASED ON DAMAGE OR LACK OF DAMAGE WITH UNDERLYING BRICK. MASONRY NAILS/ SPIKES USED TO HOLD METAL WIRE MESH BACKING. THESE CAN OR WILL EITHER COME OUT WITH LITTLE DAMAGE (TUCK POINT REPAIR) OR CAN /WILL REQUIRE FULL BRICK REMOVAL AND REPLACEMENT. WILL NOT BE ABLE TO QUOTE THIS AT A FIXED RATE AND T/M IS DIFFICULT. PROPERTY OWNER AND ENGLEBERT MASONRY AGREE TO WORK IN GOOD FAITH WITH POST INSPECTIONS OF FACADE AFTER CURRENT FACADE IS REMOVED AND PROJECT BUDGET MOVING FORWARD FOR FINAL FACADE. THREE WINDOW OPENING, ONE BAY/ OREO, WINDOW WITH WOOD SUPPORT/ BRICK UNDER CURRENT FACADE TO TBD. RO FOR THESE 3 OPENINGS MAY NEED CUT IF ORIGINAL WINDOW/Frames/LINTELS ARE NOT USABLE. SUBJECT TO ADDITIONAL COST AND FINAL MEASUREMENT WITH WINDOW PROVIDER.		28,500.00	28,500.00
		TOTAL	

Attachment: 113 Broadway Cost Estimates (6842 : Resolution #18-38 113 N Broadway Facade Grant)

ENGLEBERT'S MASONRY INC.

5399 COUNTY LINE RD
LUXEMBURG, WI 54217-9132

Estimate

DATE	ESTIMATE NO.
3/12/2018	24

NAME / ADDRESS
ANDY KRANS SAKS HOLDINGS 113 N. BROADWAY

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
BASED ON FINAL DRAWINGS FOR DOOR ENTRY SYSTEMS/ TRANSOM WINDOW/ FULL FACADE RENDERING/ AND CURRENT STRUCTURAL I BEAMLOCATION. WE PROPOSE THE FOLLOWING: REMOVAL OF ONE COURSE OF EXISTING WHITE BRICK AND BUILD UP OF INTERIOR/ 2ND COURSE OF BRICK TO BE 24 INCHES OR GREATER. THIS ENSURES MIN OF 24 INCH BASE FOR INSTALL IF LARGER WINDOWS/ PERIOD DESIGN OF STORE FRONT. VESTIBULE MASONRY WORK TO TBD BASED ON FINAL DESIGN BUT COULD INCLUDE ADDITIONAL1 COURSE OF BRICK AND REMOVAL OF INTERIOR FACING WHITE BRICK IN CURRENT VESTIBULE. 40" OFF CITY SIDEWALK WITH EXISTING ADA GRADE REMAINS IN PLACE FOR NEW ADA VESTIBULE AND ENTRY WAY NOT TO BE LESS THAN 7FT TOACCOMODATE ADA REQUIREMENT. (PRICE PART OF #2 ABOVE) BUT SUBJECT TO CHANGE ORDER BASED ON FINAL DESIGN. MASONRY ANCHORS INSTALLED FOR EXISTING NEON " PIZZA GARDEN" SIGH. PROPERTY OWNER TO HAVE REMOVED BY SIGN COMPANY AND REINSTALLED BY CHOSEN SIGN COMPANY. WORK WITH ELECTRICAL CONTRACTOR TO ENSURE MASONRY WORK IS COMPLETE WITH ELECTRICAL SOURCES/ CONDUIT AS USED OR REPLACED.		0.00	0.00
		350.00	350.00
		0.00	0.00
TOTAL			

Attachment: 113 Broadway Cost Estimates (6842 : Resolution #18-38 113 N Broadway Facade Grant)

ENGLEBERT'S MASONRY INC.

5399 COUNTY LINE RD

LUXEMBURG, WI 54217-9132

Estimate

DATE	ESTIMATE NO.
3/12/2018	24

NAME / ADDRESS
ANDY KRANS SAKS HOLDINGS 113 N. BROADWAY

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
MASONRY REPAIR AS NEEDED IN SOUTH ENTRANCE OF 113 N BROADWAY. PRE MANUFACTURED STEPS IN PLACE (CURRENT) WILL BE ADDRESS ONCE FROST LINE SETTLES. BLOCK REPAIR AS NEEDED ALONG. ADDITIONAL NOTES: 35YRD DUMPSTER TO BE PROVIDED BY PROPERTY OWNER FOR FACADE REMOVAL MATERIAL ALONG WITH ALL CITY APPLICATIONS AND PERMITS. 3-5 DAY FOR REMOVAL. SIDEWALK CLOSURE AND SIGNAGE OF CLOSURE TO BE APPROVED BY CITY AND PERMITS TO BE PULLED BY PROPERTY OWNER. 3-7 DAYS FOR FACADE BRICK REPAIR/UPPER WINDOW/LOWER 24IN POSSIBLE WALL/RESTORE. ALL MATERIALS TO BE PICKED OUT BY PROPERTY OWNER TO INCLUDE DIFFERENT COLOR GROUT FOR BOTH 109 SOUTH, WEST AND 113 UPPER AND LOWER. COLOR TBD WITH REMOVAL OF CURRENT FACADE.		0.00	0.00
		5.50%	0.00
		TOTAL	\$30,350.00

Attachment: 113 Broadway Cost Estimates (6842 : Resolution #18-38 113 N Broadway Facade Grant)

Green Bay Glass Center, Inc.
2001 Commercial Way
Green Bay, WI 54311
(920)465-8842
(920)465-9626 fax
(800)472-7750

Proposal

SAKS Holdings
Andy Krans
941 Lawton Place
De Pere, WI 54115

March 9, 2018

Re: 113 North Broadway
 De Pere, WI
 Storefront Window Replacement

We propose to replace existing storefront windows and entrances including: removal of existing, installation of 2 x 4 ½" dark bronze anodized storefront windows with sizes per attached elevation sketch, glass to be 1" overall low-e insulated at exterior, ¼" clear tempered at interior entrance, includes standard sill flashing and post flashing at outside corner, doors to be 3'0 x 7'0 Tubelite narrow style doors with 10" bottom rail, Global 4361 closers with regular arm, 1" diameter push/pulls, standard deadlocking hardware, touch bar rim panic at exterior, 5 ¼ x ½" ADA threshold, brushed anodized sweep, flashing at storefront header and perimeter sealants

Total Quote Installed: \$11,665.00 tax included

Approximate lead time of two weeks upon approval and field measuring

Please see attached elevational drawings for further details

Quotation valid for 30 days.

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

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

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

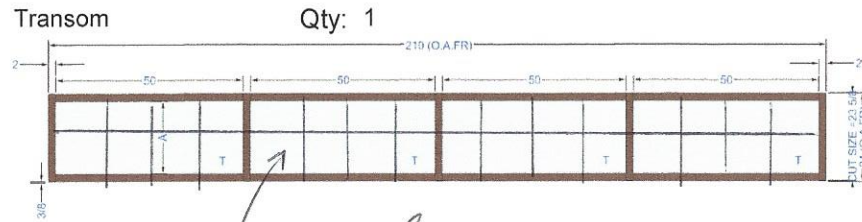
- Building Permits (unless specified)
- Temporary barricades (traffic, weather, or theft)
- Any work to be done on owners glass will be done at owners risk
- Finish painting/staining (unless specified)
- Delivery charges includes transportation to jobsite only, not unloaded or spotted
- Final cleaning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

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

Quotation prepared by: *Patrick Pozza, President*

Project Name - SAKS 113 N Broadway

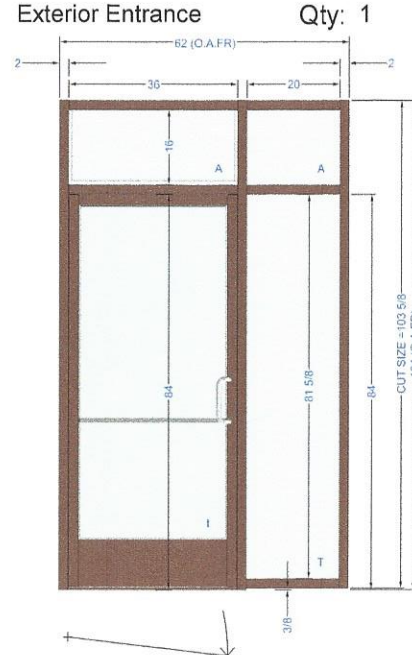
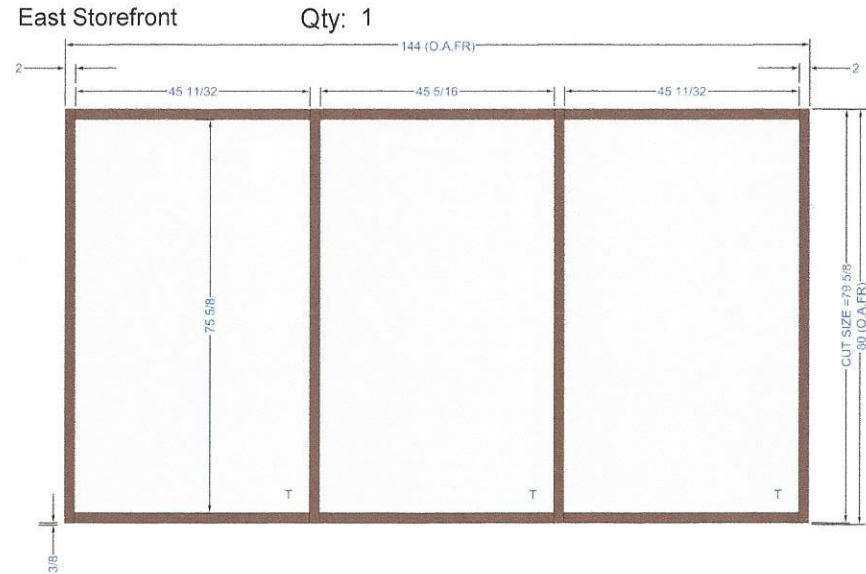
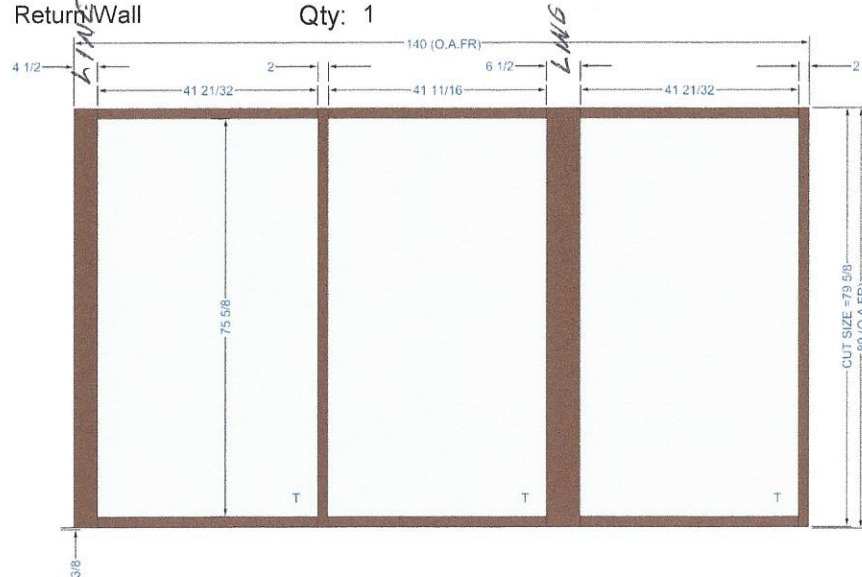
Date: 3/8/2018 2:34:11 PM



GILDS IN AIRSPACE
HOLDERS BY ZHOLES
(TYPICAL)

LINE OF INTERIOR DOOR

LINE OF EXTERIOR DOOR



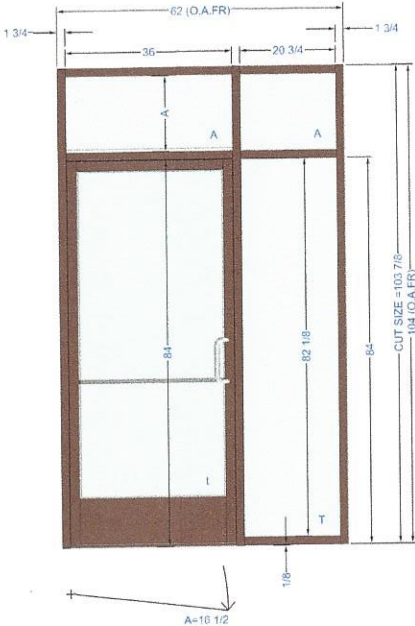
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Date: 3/8/2018 2:34:11 PM

Project Name - SAKS 113 N Broadway

Interior Entrance

Qty: 1



No Lock Box's

ENGLEBERT'S MASONRY INC.

5399 COUNTY LINE RD
LUXEMBURG, WI 54217-9132

Estimate

DATE	ESTIMATE NO.
3/12/2018	24

NAME / ADDRESS
ANDY KRANS SAKS HOLDINGS 113 N. BROADWAY

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
32FT LIFT SUBCONTRACTED SCISSOR LIFT FOR REMOVAL OF FRONT FACADE CURRENTLY COVERING BRICK. WEEKLY/10 DAY \$1,000.00-\$1,500.00 (CAN BE DONE IN CO JUNCTION WITH SOUTH FACING 2/3 WINDOW OPENING. ACTUAL COST PROVIDED BY US OR PROPERTY OWNER.		1,500.00	1,500.00
REMOVAL OF CURRENT FACADE: T&M NOT TO EXCEED \$28,500.00 BASED ON DAMAGE OR LACK OF DAMAGE WITH UNDERLYING BRICK. MASONRY NAILS/ SPIKES USED TO HOLD METAL WIRE MESH BACKING. THESE CAN OR WILL EITHER COME OUT WITH LITTLE DAMAGE (TUCK POINT REPAIR) OR CAN /WILL REQUIRE FULL BRICK REMOVAL AND REPLACEMENT. WILL NOT BE ABLE TO QUOTE THIS AT A FIXED RATE AND T/M IS DIFFICULT. PROPERTY OWNER AND ENGLEBERT MASONRY AGREE TO WORK IN GOOD FAITH WITH POST INSPECTIONS OF FACADE AFTER CURRENT FACADE IS REMOVED AND PROJECT BUDGET MOVING FORWARD FOR FINAL FACADE. THREE WINDOW OPENING, ONE BAY/ OREO, WINDOW WITH WOOD SUPPORT/ BRICK UNDER CURRENT FACADE TO TBD. RO FOR THESE 3 OPENINGS MAY NEED CUT IF ORIGINAL WINDOW/Frames/LINTELS ARE NOT USABLE. SUBJECT TO ADDITIONAL COST AND FINAL MEASUREMENT WITH WINDOW PROVIDER.		28,500.00	28,500.00
		TOTAL	

Attachment: 113 Broadway Cost Estimates (6842 : Resolution #18-38 113 N Broadway Facade Grant)

ENGLEBERT'S MASONRY INC.

5399 COUNTY LINE RD

LUXEMBURG, WI 54217-9132

Estimate

DATE	ESTIMATE NO.
3/12/2018	24

NAME / ADDRESS
ANDY KRANS SAKS HOLDINGS 113 N. BROADWAY

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
BASED ON FINAL DRAWINGS FOR DOOR ENTRY SYSTEMS/ TRANSOM WINDOW/ FULL FACADE RENDERING/ AND CURRENT STRUCTURAL I BEAMLOCATION. WE PROPOSE THE FOLLOWING: REMOVAL OF ONE COURSE OF EXISTING WHITE BRICK AND BUILD UP OF INTERIOR/ 2ND COURSE OF BRICK TO BE 24 INCHES OR GREATER. THIS ENSURES MIN OF 24 INCH BASE FOR INSTALL IF LARGER WINDOWS/ PERIOD DESIGN OF STORE FRONT. VESTIBULE MASONRY WORK TO TBD BASED ON FINAL DESIGN BUT COULD INCLUDE ADDITIONAL1 COURSE OF BRICK AND REMOVAL OF INTERIOR FACING WHITE BRICK IN CURRENT VESTIBULE. 40" OFF CITY SIDEWALK WITH EXISTING ADA GRADE REMAINS IN PLACE FOR NEW ADA VESTIBULE AND ENTRY WAY NOT TO BE LESS THAN 7FT TOACCOMODATE ADA REQUIREMENT. (PRICE PART OF #2 ABOVE) BUT SUBJECT TO CHANGE ORDER BASED ON FINAL DESIGN.		0.00	0.00
MASONRY ANCHORS INSTALLED FOR EXISTING NEON " PIZZA GARDEN" SIGH. PROPERTY OWNER TO HAVE REMOVED BY SIGN COMPANY AND REINSTALLED BY CHOSEN SIGN COMPANY. WORK WITH ELECTRICAL CONTRACTOR TO ENSURE MASONRY WORK IS COMPLETE WITH ELECTRICAL SOURCES/ CONDUIT AS USED OR REPLACED.		350.00	350.00
		0.00	0.00
		TOTAL	

Attachment: 113 Broadway Cost Estimates (6842 : Resolution #18-38 113 N Broadway Facade Grant)

ENGLEBERT'S MASONRY INC.

5399 COUNTY LINE RD

LUXEMBURG, WI 54217-9132

Estimate

DATE	ESTIMATE NO.
3/12/2018	24

NAME / ADDRESS
ANDY KRANS SAKS HOLDINGS 113 N. BROADWAY

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
MASONRY REPAIR AS NEEDED IN SOUTH ENTRANCE OF 113 N BROADWAY. PRE MANUFACTURED STEPS IN PLACE (CURRENT) WILL BE ADDRESS ONCE FROST LINE SETTLES. BLOCK REPAIR AS NEEDED ALONG. ADDITIONAL NOTES: 35YRD DUMPSTER TO BE PROVIDED BY PROPERTY OWNER FOR FACADE REMOVAL MATERIAL ALONG WITH ALL CITY APPLICATIONS AND PERMITS. 3-5 DAY FOR REMOVAL. SIDEWALK CLOSURE AND SIGNAGE OF CLOSURE TO BE APPROVED BY CITY AND PERMITS TO BE PULLED BY PROPERTY OWNER. 3-7 DAYS FOR FACADE BRICK REPAIR/UPPER WINDOW/LOWER 24IN POSSIBLE WALL/RESTORE. ALL MATERIALS TO BE PICKED OUT BY PROPERTY OWNER TO INCLUDE DIFFERENT COLOR GROUT FOR BOTH 109 SOUTH, WEST AND 113 UPPER AND LOWER. COLOR TBD WITH REMOVAL OF CURRENT FACADE.		0.00	0.00
		5.50%	0.00
		TOTAL	\$30,350.00

Attachment: 113 Broadway Cost Estimates (6842 : Resolution #18-38 113 N Broadway Facade Grant)

Green Bay Glass Center, Inc.
2001 Commercial Way
Green Bay, WI 54311
(920)465-8842
(920)465-9626 fax
(800)472-7750

Proposal

SAKS Holdings
Andy Krans
941 Lawton Place
De Pere, WI 54115

March 9, 2018

Re: 113 North Broadway - Upper
 De Pere, WI
 Window Replacement

We propose to replace existing double hung and fixed windows including: removal of existing fixed (one), and four double hung windows, installation of Richlan 900 series double hung and vinyl windows consisting of low-e argon filled insulated glass, bronzed exterior, woodgrain interior, sill expander, full screen, and perimeter sealants

Total Quote Installed: \$3,070.00 tax included

Approximate lead time of four weeks upon approval and field measuring

Please see attached elevational drawings for further details

Quotation valid for 30 days.

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

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

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

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

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

Quotation prepared by: *Patrick Pozza, President*



GREENBAY GLASS INC
2001 COMMERCIAL WAY

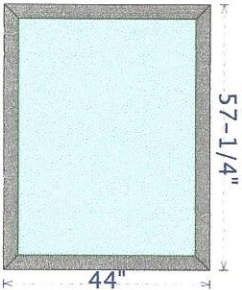
GREENBAY, WI 54311



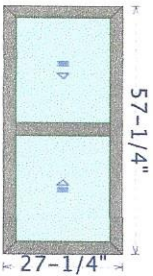
Quote Number: 32314
Date Created: 3/09/18
PO Number:
Job Name: ANDY K
Alt PO Info::

BID BY: Ben VanNoie PHONE: 920 465-8842 FAX: 920 465-9626 EMAIL: BEN@GREENBAYGLASS.COM

Line	QTY	Description
1	QTY: 1	4710 VINYL 1-LITE FIXED(CM PROFILE) 044.0000 X 057.2500 WD , WHITE ,FIX LITE 3/4" OA GLZ: 1/8 CLEAR X 1/8 CLEAR



2	QTY: 2	4822 VINYL 2-LITE DOUBLE-HUNG 027.2500 X 057.2500 WD , WHITE , DOUBLE-HUNG 3/4" OA GLZ: 1/8 CLEAR X 1/8 CLEAR SCREENS: FIBERGLASS SENT W/WINDOWS DOES *NOT* MEET UNIFORM CODE EGRESS REQUIREMENTS
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Attachment: 113 Broadway Cost Estimates (6842 : Resolution #18-38 113 N Broadway Facade Grant)

3

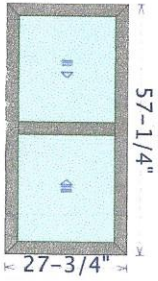
QTY: 2

4822
VINYL 2-LITE DOUBLE-HUNG

027.7500 X 057.2500 WD , WHITE , DOUBLE-HUNG

3/4" OA GLZ: 1/8 CLEAR X 1/8 CLEAR

SCREENS: FIBERGLASS SENT W/WINDOWS

DOES *NOT* MEET UNIFORM CODE EGRESS
REQUIREMENTS

City of De Pere MEMORANDUM



To: Redevelopment Authority
 From: Kimberly Flom, Development Services Director
 Date: March 26, 2018

RE: **Façade Grant Application – 113 N Broadway St (Parcel ED-773)**

Background

Saks Holdings submitted the attached façade grant application for 113 N Broadway (Parcel ED-773). Saks Holdings has also submitted façade grant applications for 109 (ED-774) and 115 N Broadway (ED-772). 109 and 113 N Broadway are proposed to be combined into one parcel sometime in the future, which may impact the addressing and parcel number.

The address 113 N Broadway is not found on the Wisconsin Historical Society website. The 2001 City Intensive Survey (under the address 109 N Broadway) notes that this building, estimated to be built before 1914, historically had been used as retail and is in the Commercial Vernacular architectural style.

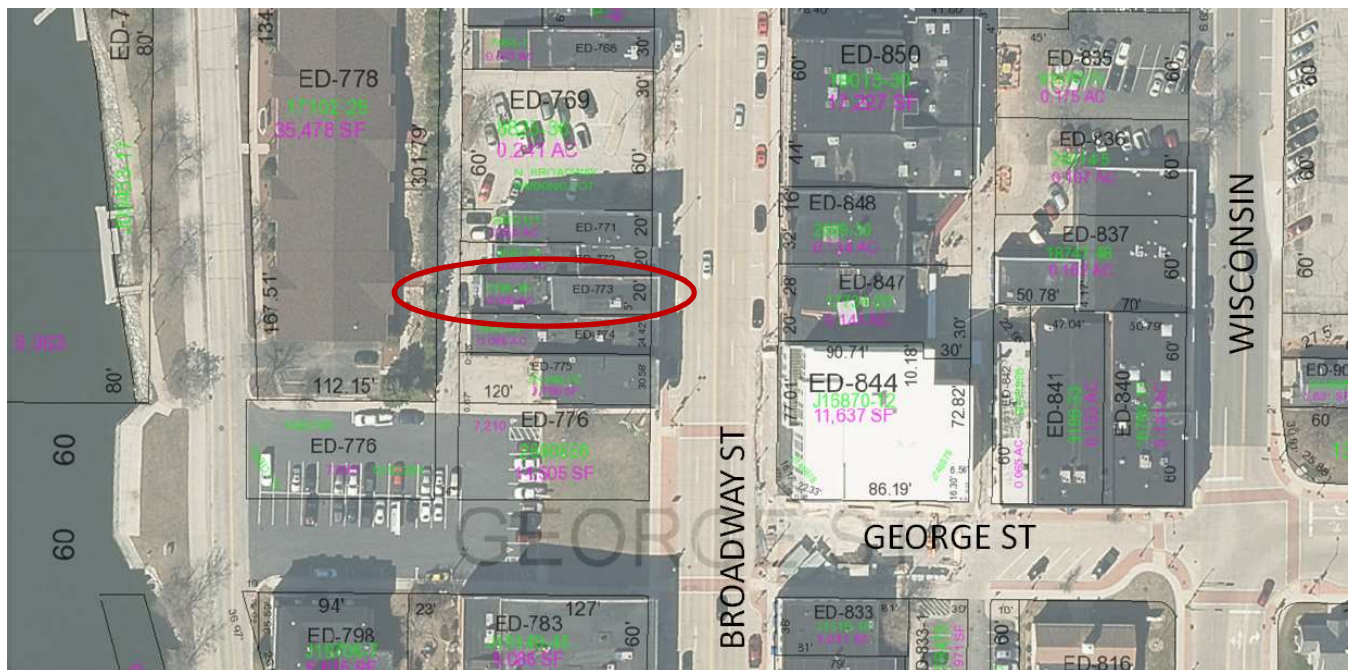


Figure 1: Project location

Proposed Improvements

Please see the attached application for detail on the proposed façade improvements. The applicant proposes a number of improvements to three sides of the building, including:

Attachment: 113 Broadway FG 3-2018 RDA Report (6842 : Resolution #18-38 113 N Broadway Façade Grant)



Figure 2: Existing Buildings

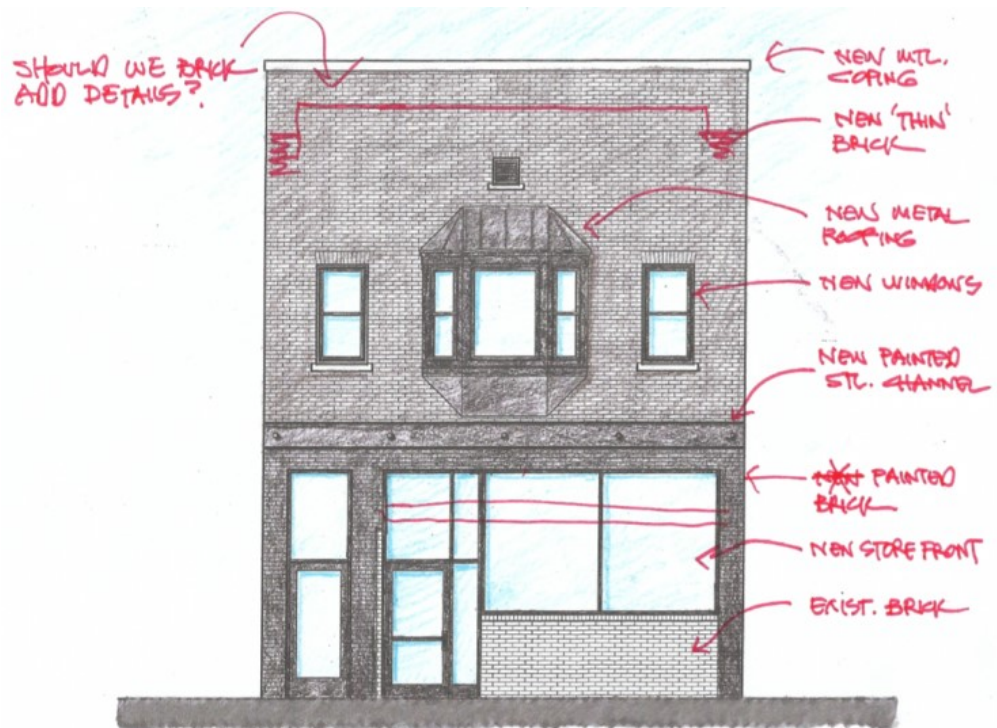
East (front)

Façade restoration – First Floor
Thin brick overlay – Second Floor
Window and door replacement

West (rear – alley facing)

Awning removal/replacement
Masonry Work
Exterior lighting (unified fixtures across the rear of 109, 113 & 115 N Broadway) & electric
Exterior paint or coating

The applicant submitted a rendering illustrating the proposed improvements. While several quotes have been received, the actual project cost is still unknown based on the condition of the east (front) façade that won't be determined until some existing material is removed. Based on the preliminary project costs provided, the façade grant award could range from approximately \$5,000 to \$10,000.



113 Broadway Façade Grant - Façade Grant Project Estimate

Vendor	Detail	Amount	Notes
East Façade (front)			
Engelbert's Masonry, Inc.	Façade Restoration	\$28,500.00	\$5500-\$28500
	Masonry Anchors for existing neon 'Pizza Garden' sign	\$350.00	
	Window, Storefront, Transom, and Door Replacement	\$11,665.00	
	Upper Window Replacement	\$3,070.00	
West Façade (rear)			
	Exterior Coat or Paint - General Clean Up	\$1,500.00	
	Removal/Replacement of Door Awning	\$750.00	\$500-\$750
	Fascia and removal of railing/gutters	\$1,000.00	
	Masonry Work - Close Up Fresh Air Return	\$250.00	
	Goose Neck Lighting (2-3 Fixtures)	\$630.00	
C&C Electric	Electrical Work	\$850.00	
	C. Renier Architectural Fees	\$2,000.00	rendering not submitted
		Total	
		\$50,565.00	
		\$4 Investment	\$40,452.00
		\$1 Grant Match	\$10,113.00
			Grant Maximum
			\$10,000

Façade Grant Funding

The 2018 budget includes \$30,000 for façade grants for TID #7. Three façade grant applications have been received to date from Saks Holdings, LLC that, if approved, would total approximately \$16,000 to \$17,000.

Façade Grant Review Process

1. RDA reviews grant request and makes recommendation to Common Council.
2. Common Council reviews grant request.
3. If approved, applicant completes work and initiates payment process.

Façade Grant Payment Process

1. After eligible activities of the project are completed, the owner shall provide the Development Services Director with invoices for eligible activities. Director will confirm that match funds have been appropriately spent.
2. The Development Services Director shall contact the building inspector who shall conduct an inspection and certify to the Director that the project work has been completed.
3. If the building inspector certifies the completed work, the payment is processed and forwarded to the property owner.

Recommendation

Recommend approval of the façade grant request for 113 N Broadway, up to \$10,000, and that the recommendation be forwarded to Council, subject to the following conditions:

- 1) That final grant amount be calculated per program requirements based on receipt review.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-39 Approving Facade Improvement Project and Authorizing Disbursement of Grant (115 North Broadway Street - Parcel ED-772).

At their meeting on Monday, March 26, by a vote of 5-0, the RDA recommended approval of the facade grant for 115 N Broadway in an amount not to exceed \$1042.00, subject to the condition that the final grant payment be calculated based on submitted receipts and approved expenses, and that the recommendation be forwarded to Council.

ATTACHMENTS:

- Reso18-39 (DOCX)
- Exhibit A-115 Facade Grant App Form (PDF)
- Exhibit A (Part 2) 115 N Broadway Grant (PDF)
- 115 N Broadway FG 3-2018 RDA Report (PDF)

RESOLUTION #18-39

APPROVING FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING DISBURSEMENT OF GRANT
(115 North Broadway Street - Parcel ED-772)

WHEREAS, the Tax Increment District #7 (TID #7 or the District) Project Plan includes city expenditure of funds to property owners within the District in the form of a grant to reimburse 25% of façade improvement costs, not to exceed \$10,000 per parcel, thereby increasing property values and tax increment during the life of the District; and

WHEREAS, Saks Holdings, LLC, owner of Parcel ED-772, has submitted an application for a façade improvement grant for proposed improvements to rear facing façade of the building; and

WHEREAS, such application, attached and incorporated as Exhibit A, provides cost estimates for said improvements in the amount of \$5,210.00; and

WHEREAS, this façade improvement project has been reviewed by the Redevelopment Authority which recommends approval of a façade improvement grant in the total amount not to exceed \$1,042.00.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the façade improvement as contemplated in Exhibit A as approved by the Redevelopment Authority, and thanks Saks Holdings, LLC for its investment in the De Pere downtown.

BE IT FURTHER RESOLVED THAT:

The Development Services Director (Director) is authorized to approve disbursement of the façade grant up to \$1,042.00 to Saks Holdings, LLC for said improvements provided the following are met:

1. The property owner obtains all necessary permits;
2. After completion of the improvements, the Director receives from the property owner copies of paid invoices showing the project is complete; and

3. The City Building Inspection Department verifies to the Director that the work is complete and in compliance with all building codes.

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 17th day of April, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

	CITY OF DE PERE APPLICATION FOR FAÇADE GRANT	Date:
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The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of a Tax Increment District (TID). Applications will be acted upon on a first come first serve basis. The maximum grant is up to \$10,000 for approved projects. The grant requires the expenditure of \$4.00 of private funds for each \$1.00 of grant funds disbursed (\$40,000 expenditure for \$10,000 grant). Grants will only be awarded to projects that are approved by the Redevelopment Authority and Common Council.

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) Saks Holdings, LLC	Authorized Representative Andrew Krans	Title NA	
Mailing Address 941 Lawton Place	City DePere	State WI	ZIP Code 54115
Email Address Atkrans@gmail.com	Phone Number (incl. area code) 920-371-5032	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) Saks Holdings, LLC	Contact Person Andrew Krans	Title NA	
Mailing Address Same	City DePere	State WI	ZIP Code 54115
Email Address Same	Phone Number (incl. area code) Same	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 115 N. Broadway (Dinning Room side of Bilotti's Pizza)	Parcel No.
---	------------

SECTION 4: Project Information

Project Description:	See Attached:		
Estimated Façade Expenses:			
Contractor:	Saks Holdings, Englebert Masonry, Green Bay Glass Center, C&C Electric, Blindauer		
Estimated Start Date:	April 2018	Estimated Completion Date:	60 days from start

Please attach (1) hard copy and (1) PDF version of the following items:

1. A photo of the existing façade.
2. The proposed project design. Color renderings are strongly encouraged.
3. The project cost estimates by major category (design, material, labor, etc).

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) Andrew Krans	Title	Phone Number 920-371-5032
Signature of Applicant		Date Signed 3/12/2018

Saks Holdings, LLC
 941 Lawton Place
 DePere, WI. 54115
 Andrew Krans
 920-371-5032

115 N. Broadway Grant Request for Facade Improvements



Saks Holdings, LLC would like to request the following be approved for the rear facing facade of 115 N. Broadway.

Saks Holdings, LLC currently owns the buildings 109, 113 and 115 N. Broadway. Request have been submitted for the rear of both 109 and 113 N. Broadway for review. We would also like to make the same improvements to the rear of 115 N. Broadway. It is our belief that the rear of these properties could become an important part of the other over all long term master plan being created by the City of DePere. Adjacent to the rear of the 109 N. Broadway is the former Bridge Landing. Now used as a parking lot and site of the Farmers market. If you look at the rear of these three parcels it's easy to imagine how with some facade improvements they could become a much safer and well traveled route for both vehicles and more importantly pedestrian traffic. It is our intent to create a "Main Street" scape with the facade improvements on the rear of all three (3) of these properties. With each having its own "building" character but tied together with common "street" or "Goose Neck" lighting along this travel route.

We would like to propose the following for the rear of 115 N. Broadway:

- 1) Removal of old blue awning and possible replacement or removing. \$500-\$750
- 2) Painting of exterior of walls and or thin coat plaster covering to hide appearance of cinder block walls. \$1500-\$2000
- 3) New gutter and fascia: This has not bee quoted out but based on price quote for adjacent property it would be EST: \$800-\$1000
- 4) Painting of steel service entry doors: \$80 each \$160.00
- 5) Electrical needed and matching Goose Neck lights Est. \$1300

Total Estimated Project Costs: (Not to exceed) (Cost sharing of projects located at 113 and 109 N. Broadway rear facing sides)

Total: \$5,210.00

Please feel free to contact me directly to set up a time to walk this rear area of these properties together if you like. 920-371-5032

Sincerely,

Andy Krans
Saks Holdings, LLC

Side Note: If you recall the rear of the properties on the 100 block of S. Broadway at one point did not have much attraction to them either. Before and after: Thank you.



City of De Pere MEMORANDUM



To: Redevelopment Authority
 From: Kimberly Flom, Development Services Director
 Date: March 26, 2018
 RE: **Façade Grant Application – 115 N Broadway St (Parcel ED-772)**

Background

Saks Holdings submitted the attached façade grant application for 115 N Broadway (Parcel ED-772). Saks Holdings has also submitted façade grant applications for 113 (ED-773) and 109 N Broadway (ED-774).

115 N Broadway is shown on the Wisconsin Historical Society, but is not a National or State designated historic building. The website lists the architectural style as Commercial Vernacular. The 2001 City Intensive Survey lists the building as being constructed between 1884 and 1890 and lists the style as Twentieth Century Commercial.

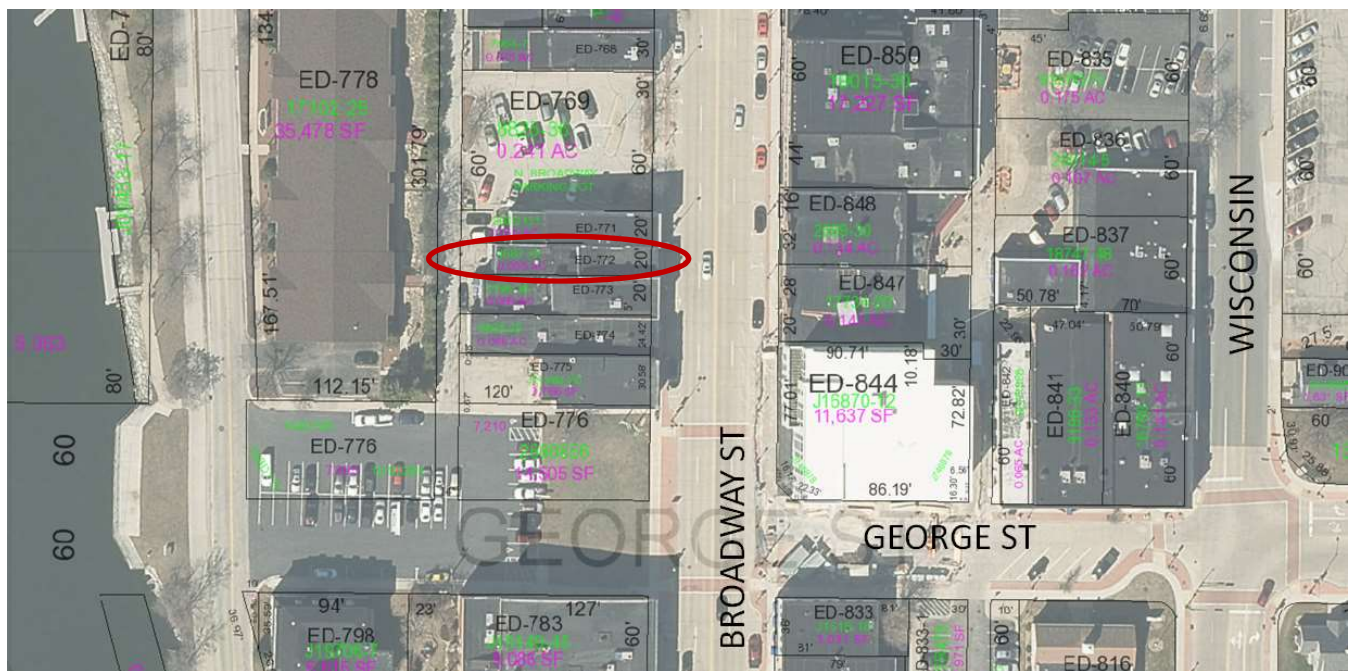


Figure 1: Project location

Proposed Improvements

Please see the attached application for detail on the proposed façade improvements. This application focuses on improving the west (rear) façade in order to improve the building appearance and also provide unity across the rear facades of 109, 113 and 115 N Broadway.



Figure 2: Existing Buildings

West (rear – alley facing)

Awning removal/replacement

Masonry Work

Exterior lighting (unified fixtures across the rear of 109, 113 & 115 N Broadway) & electric

Exterior paint or coating

Formal quotes have not been included with the application. Cost estimates were based on similar work completed recently on other similar downtown De Pere buildings.

115 Broadway Façade Grant - Façade Grant Project Cost Estimate

Vendor	Detail	Amount	Notes
	Removal and Possible Replacement of Blue Awning	\$750.00	\$500-\$750
	Exteri Wall Paint or Thing Coat Plaster	\$2,000.00	\$1500-\$2000
	New Gutter and Fascia	\$1,000.00	\$800-\$1000
	New Paint on Steel Service Entry Doors	\$160.00	
	Goose Neck Lighting and Accompanying Electrical	\$1,300.00	
		Total	
		\$5,210.00	
		\$4 Investment	\$4,168.00
		\$1 Grant Match	\$1,042.00

Façade Grant Funding

The 2018 budget includes \$30,000 for façade grants for TID #7. Three façade grant applications have been received to date from Saks Holdings, LLC that, if approved, would total approximately \$16,000 to \$17,000.

Façade Grant Review Process

1. RDA reviews grant request and makes recommendation to Common Council.
2. Common Council reviews grant request.
3. If approved, applicant completes work and initiates payment process.

Façade Grant Payment Process

1. After eligible activities of the project are completed, the owner shall provide the Development Services Director with invoices for eligible activities. Director will confirm that match funds have been appropriately spent.
2. The Development Services Director shall contact the building inspector who shall conduct an inspection and certify to the Director that the project work has been completed.
3. If the building inspector certifies the completed work, the payment is processed and forwarded to the property owner.

Recommendation

Recommend approval of the façade grant request for 115 N Broadway (ED-772), up to \$1042.00, and that the recommendation be forwarded to Council.

OR

Recommend conceptual approval of the façade grant application for 115 N Broadway (ED-772), subject to the following conditions:

- 1) Applicant submits more detailed cost estimates for RDA review before forwarding the recommendation to Council.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #18-40 Resolution Establishing Non-Lapsing Funds as of December 31, 2017.

ATTACHMENTS:

- Reso18-40 (DOCX)
- NLFMEMO2017 (PDF)
- Copy of NLF2017DETAIL (PDF)
- Copy of 2017 EXCESS STADIUM TAX PROCEEDS (PDF)

RESOLUTION #18-40

ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2017

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De Pere do hereby authorize that the following accounts be established as non-lapsing funds as of December 31, 2017

<u>Account</u>	<u>Amount</u>
Administrator-Sustainability Funds LED Lighting	\$7,424
Information Management Technology Initiatives	\$15,495
Police-Community Policing	\$1,613
Police Training	\$6,147
Police K9 Funds	\$9,156
Police Miscellaneous Donations	\$10,766
Police Outlay-Carpeting	\$30,200
Fire/Rescue-Act 102	\$6,869
Fire Department-Physicals	\$15,000
Community Center-Heated Gutter Coiling	\$8,000
Community Center-Improvements/Upgrades	\$6,706
Parks & Public Lands-Trees Urban Orchard	\$2,500
Parks & Public Lands-Voyageur Park Dumpster Enclosure	\$8,000
Parks & Public Lands-Optimist Park Sign	\$3,600
Parks & Public Lands-Memorial Bench Donation	\$1,250
Parks & Public Lands-Voyageur Bathroom Facility	\$40,000
Swimming Pools-Swim-In Event Donations	\$537
TOTAL	\$173,263

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of April, 2018.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana L. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso18-40 (6883 : Resolution #18-40 Establishing Non-Lapsing Funds as December 31, 2017)

To: Mayor Michael J. Walsh
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2017 Budget Items Carried Forward to 2018
Date: April 5, 2018

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that were budgeted in 2017 but will not be spent until 2018. These are listed by department with a brief description for each item. For your information and comparative purposes, last year's carryover amount was \$148,695. This year's amount is \$173,263 which is larger than last year due mainly to increased amounts unspent in the 2017 budget for outlay items.

Feel free to contact me prior to the Finance Meeting on April 10, 2018 should you have any questions. I recommend that the non-lapsing items be approved for carryover to 2018.

In a related item I have also attached information regarding the status of the Excess Stadium Funds of \$1,300,000 approved in Resolution #17-27. The attachment shows that \$338,096 was spent in 2017 leaving a balance of \$1,061,905 remaining at December 31, 2017. This is for informational purposes therefore no action is needed on this item.

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City of De Pere
Non-Lapsing Funds Detail
December 31, 2017

<u>DEPARTMENT</u>	<u>ITEM</u>	<u>AMOUNT</u>	<u>COMMENTS</u>
General Government			
Administrator	Sustainability Funds - LED Lighting	\$7,424	Unspent Sustainability Funds from 2017 & Prior Years
Information Management	Technology Initiatives-General Fund Share (28%)	\$15,495	2017 budgeted amount carried forward to 2018.
Public Safety			
Police Department	Police-Community Policing	\$1,613	This amount represents unspent donations for Crime Prevention program.
Police Department	Police-Training	\$6,147	This amounts represents unspent state grants specific for training.
Police Department	Police - K9 Funds	\$9,156	This amount represents unspent donations for K9 Care & Supplies
Police Department	Police - Miscellaneous Donations	\$10,766	This amount represents unspent donations to the Police Department
Police Department	Police - Outlay	\$30,200	2017 budgeted amount carried forward to 2018 for carpet installation.
Fire Department	Fire/Rescue-Act 102	\$6,869	This amounts represents unspent state Act 102 grants specific for fire department purposes.
Fire Department	Physicals	\$15,000	2016 budgeted amount carried forward to 2017 & now to 2018.
Parks and Recreation			
Community Center	Community Center Outlay-Heated Gutter Coiling	\$8,000	Amount remaining from \$10,000 in 2016 expected to be completed in 2017.
Community Center	Community Center Outlay-Improvements/Upgrades	\$6,706	Amount remaining from \$10,000 in 2017 expected to be completed in 2018. This will be used to pay for flooring in the Hickory Room & tables & chairs.
Parks & Public Lands	Trees- Urban Orchard	\$2,500	2017 Donation from American Transmission Company
Parks & Public Lands	Outlay-Voyageur Park Dumpster Enclosure	\$8,000	2017 budgeted amount carried forward to 2018.
Parks & Public Lands	Outlay-Optimist Park Sign	\$3,600	2017 budgeted amount carried forward to 2018.
Parks & Public Lands	Donation-Memorial Bench	\$1,250	2017 donation and related purchase was made in 2018.
Parks & Public Lands	Outlay- Voyageur Bathroom	\$40,000	2017 budgeted amount carried forward to 2018.
Swimming Pools	Swim-In Event Donations	\$537	2017 Donations unspent due to weather cancellation to be used in 2018 Ever
TOTAL		<u>\$173,263</u>	

EXCESS STADIUM TAX PROCEEDS

Project Title	2015 Wis. Act Purpose	Expenditures Not to Exceed	2017 Expenditures	Balance 12/31/2017
Re-write of City Zoning Code	Property Tax Relief	45,000	-	45,000
Establish City vision/brand	Economic Development	100,000	30,000	70,000
De Pere public art initiative	Economic Development	100,000	-	100,000
De Pere streetscape project	Economic Development	150,000	-	150,000
Aquatic center design	Property Tax Relief/Economic Development	200,000	31,103	168,897
Southwest Park playground equipment	Property Tax Relief/Economic Development	80,000	-	80,000
Splashpad	Economic Development	300,000	-	300,000
Voyageur Park amphitheater/stage	Economic Development	125,000	-	125,000
Voyageur Park playground equipment	Property Tax Relief/Economic Development	200,000	176,992	23,008
Totals		1,300,000	238,095	1,061,905

Attachment: Copy of 2017 EXCESS STADIUM TAX PROCEEDS (6883 : Resolution #18-40 Establishing Non-Lapsing Funds as December 31,

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Carey Danen

SUBJECT: Appointments and Re-appointments to Boards and Commissions by Mayor Walsh.

ATTACHMENTS:

- Standing Committee Appointments - 2018 (PDF)
- Appointment Memo-April 17, 2018 (PDF)

**STANDING COMMITTEE APPOINTMENTS
BY MAYOR WALSH
2018**

BOARD OF HEALTH

Meets the third Monday of the month: March, May, September, November

Nelson
Jennings

BOARD OF PARK COMMISSIONERS

Meets third Thursday of the month

Raasch
Lueck
Jennings

FINANCE/PERSONNEL COMMITTEE

Meets second Tuesday of the month

Lueck
Crevier
Nelson
Jennings

LICENSE COMMITTEE

Meets before each Council meeting; first and third Tuesday of the month

Carpenter
Boyd
Hansen

BOARD OF PUBLIC WORKS

Meets the first Monday after the first Tuesday of the month

Carpenter
Boyd
Hansen
Raasch

HISTORIC PRESERVATION

Meets the third Monday of every month

Crevier

DESIGNATED OFFENDER APPEAL BOARD

Meets as needed

Boyd

WEED COMMISSIONER

John Bauman

Memo**City of De Pere**

To: City Council Members
 From: Michael J. Walsh, Mayor
 Subject: Appointments and Re-Appointments
 Date: April 13, 2018

I am submitting the following names for appointment/re-appointment at the April 17, 2018 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Commission**Appointment/Re-Appointment**

Historic Preservation Commission	Mike Fleck /Re-Appointment
Historic Preservation Commission	Joanne Vomastic–Muka/Re-Appointment
Police & Fire Commission	Tedd Penn/Re-Appointment
Board of Health	Pat Finder-Stone /Re-Appointment
Board of Park Commissioners	Sue Schinkten/Re-Appointment
Board of Park Commissioners	Duane (Bill) Volpano/Re-Appointment
Hotel-Motel Commission	Ted Penn/Re-Appointment
Board of Review	Rich Starry /Re-Appointment
Commission on Aging	Rachel Dickhut /Re-Appointment
Designated Offender Advisory Board	Diane Koltz/Re-Appointment
Designated Offender Appeal Board	Diane Koltz/Re-Appointment
De Pere Redevelopment Authority	Joe Van Deurzen/Re-Appointment
De Pere Housing Authority	Connie O’Brien/Re-Appointment

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 4-17-18 VOUCHERS (PDF)

4/10/2018 9:37 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05839 APR 2018 COUNCIL - 2 4-17-18

VENDOR SET: 01

**** CHECK LISTING ****

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4632	ACCURATE APPRAISAL LLC							
	I-ACCAPP2018-2	ACCURATE APPRAISAL LLC	R	4/17/2018		5,970.00CR	085033	5,970.00
7583	ADVANCE AUTO PARTS							
	I-6339-253934	ADVANCE AUTO PARTS	R	4/17/2018		7.27CR	085034	
	I-6339-253941	ADVANCE AUTO PARTS	R	4/17/2018		7.27CR	085034	14.54
0302	AIRGAS USA LLC							
	I-9074065471	AIRGAS USA LLC	R	4/17/2018		153.65CR	085035	
	I-9951337938	AIRGAS USA LLC	R	4/17/2018		189.71CR	085035	343.36
7507	DEBORAH ARMBRUSTER							
	I-201804068123	DEBORAH ARMBRUSTER	R	4/17/2018		55.56CR	085036	55.56
2997	ATLAS OUTFITTERS ATR							
	I-13207	ATLAS OUTFITTERS ATR	R	4/17/2018		45.00CR	085037	45.00
7685	AXON ENTERPRISE INC							
	I-SI-1529107	AXON ENTERPRISE INC	R	4/17/2018		20,451.77CR	085038	20,451.77
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-104166	BADGER MAILING & SHIPPING SYST	R	4/17/2018		172.10CR	085039	172.10
0020	BADGERLAND PRINTING INC							
	I-31202	BADGERLAND PRINTING INC	R	4/17/2018		88.00CR	085040	
	I-31221	BADGERLAND PRINTING INC	R	4/17/2018		55.00CR	085040	143.00
0027	BAY TOWEL INC							
	I-2583669	BAY TOWEL INC	R	4/17/2018		153.16CR	085041	
	I-2585465	BAY TOWEL INC	R	4/17/2018		100.74CR	085041	253.90
2614	BEST BUILT INC							
	I-12753	BEST BUILT INC	R	4/17/2018		3,635.09CR	085042	3,635.09
1532	BOBCAT PLUS INC							
	I-IB98795	BOBCAT PLUS INC	R	4/17/2018		77.52CR	085043	77.52
6849	BONGERS, ERIN							
	I-201804068124	BONGERS, ERIN	R	4/17/2018		258.88CR	085044	258.88
0038	BROADWAY AUTOMOTIVE INC							
	I-559781	BROADWAY AUTOMOTIVE INC	R	4/17/2018		135.66CR	085045	
	I-897202	BROADWAY AUTOMOTIVE INC	R	4/17/2018		211.89CR	085045	347.55

Attachment: 4-17-18 VOUCHERS (6873 : Voucher Approval.)

4/10/2018 9:37 AM

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PAGE: 2

PACKET: 05839 APR 2018 COUNCIL - 2 4-17-18

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2944	BROWN COUNTY JAIL							
	I-201804068125	BROWN COUNTY JAIL	R	4/17/2018		200.00CR	085046	200.00
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201804108137	BROWN COUNTY REGISTER OF DEEDS	R	4/17/2018		62.50CR	085047	62.50
2984	BROWN COUNTY TREASURER							
	I-2018-00000023	BROWN COUNTY TREASURER	R	4/17/2018		1,954.46CR	085048	1,954.46
6061	CARRICO AQUATIC RESOURCES INC							
	I-20180788	CARRICO AQUATIC RESOURCES INC	R	4/17/2018		125.00CR	085049	
	I-20180929	CARRICO AQUATIC RESOURCES INC	R	4/17/2018		5,500.00CR	085049	5,625.00
0536	CDW GOVERNMENT INC							
	C-MGC4814	CDW GOVERNMENT INC	R	4/17/2018		29.07	085050	
	I-MBX0857	CDW GOVERNMENT INC	R	4/17/2018		421.33CR	085050	
	I-MDM8551	CDW GOVERNMENT INC	R	4/17/2018		88.22CR	085050	
	I-MDM8557	CDW GOVERNMENT INC	R	4/17/2018		29.07CR	085050	
	I-MFS9431	CDW GOVERNMENT INC	R	4/17/2018		5,071.12CR	085050	
	I-MGF8032	CDW GOVERNMENT INC	R	4/17/2018		1,672.14CR	085050	7,252.81
2708	CLEANING SOLUTION SERVICES INC							
	I-16038	CLEANING SOLUTION SERVICES INC	R	4/17/2018		368.19CR	085051	368.19
7639	CORE & MAIN LP							
	I-I591375	CORE & MAIN LP	R	4/17/2018		305.74CR	085052	305.74
0217	COUNTRY VISIONS COOPERATIVE							
	I-201804068126	COUNTRY VISIONS COOPERATIVE	R	4/17/2018		3.28CR	085053	3.28
0079	DORSCH CORP							
	I-41497	DORSCH CORP	R	4/17/2018		11.98CR	085054	11.98
0086	ERC INC							
	I-ERC-0318-4286	ERC INC	R	4/17/2018		423.00CR	085055	423.00
7422	EXCEL UNDERGROUND LLC							
	I-5946	EXCEL UNDERGROUND LLC	R	4/17/2018		3,070.58CR	085056	3,070.58
0091	FASTENAL COMPANY							
	I-WIGRE361539	FASTENAL COMPANY	R	4/17/2018		6.18CR	085057	6.18

Attachment: 4-17-18 VOUCHERS (6873 : Voucher Approval.)

4/10/2018 9:37 AM
 PACKET: 05839 APR 2018 COUNCIL - 2 4-17-18

A / P CHECK REGISTER

PAGE: 3

VENDOR SET: 01

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0093	FEDERAL EXPRESS CORP I-6-125-01744	FEDERAL EXPRESS CORP	R	4/17/2018		23.94CR	085058	23.94
0096	FIRE APPARATUS & EQUIPMENT INC I-18116	FIRE APPARATUS & EQUIPMENT INC	R	4/17/2018		2,627.26CR	085059	2,627.26
6497	FIRE SAFETY USA INC I-109635	FIRE SAFETY USA INC	R	4/17/2018		875.00CR	085060	875.00
7289	KIMBERLY FLOM I-201804068127	KIMBERLY FLOM	R	4/17/2018		74.04CR	085061	74.04
0098	FLY ME FLAG CO INC I-1738	FLY ME FLAG CO INC	R	4/17/2018		45.10CR	085062	45.10
5349	GLIME, RYAN I-201804068128	GLIME, RYAN	R	4/17/2018		126.98CR	085063	126.98
0116	GRAINGER INC I-9743114424	GRAINGER INC	R	4/17/2018		105.48CR	085064	105.48
0117	GRAYBAR ELECTRIC COMPANY INC I-9303188964	GRAYBAR ELECTRIC COMPANY INC	R	4/17/2018		114.12CR	085065	114.12
0446	HAWKINS INC I-4247138	HAWKINS INC	R	4/17/2018		5,243.46CR	085066	5,243.46
5484	HYDROCORP INC I-46371-IN I-46481-IN	HYDROCORP INC HYDROCORP INC	R R	4/17/2018 4/17/2018		2,876.00CR 2,309.00CR	085067 085067	 5,185.00
1399	INDOFF INC C-3082721 I-3087871 I-3089883	INDOFF INC INDOFF INC INDOFF INC	R R R	4/17/2018 4/17/2018 4/17/2018		34.35 115.57CR 15.32CR	085068 085068 085068	 96.54
1	JANSCH-BLASHKA, NANCY I-201804068129	REFUND	R	4/17/2018		17.00CR	085069	17.00
0141	JEFFERSON FIRE & SAFETY INC I-246490	JEFFERSON FIRE & SAFETY INC	R	4/17/2018		258.77CR	085070	258.77

Attachment: 4-17-18 VOUCHERS (6873 : Voucher Approval.)

4/10/2018 9:37 AM

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PAGE: 4

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2602	JOSSART BROTHERS INC							
	I-671	JOSSART BROTHERS INC	R	4/17/2018		1,756.50CR	085071	1,756.50
7620	JT ENGINEERING INC							
	I-170047-10FINAL	JT ENGINEERING INC	R	4/17/2018		350.00CR	085072	
	I-180014-01	JT ENGINEERING INC	R	4/17/2018		5,344.00CR	085072	5,694.00
1276	JX ENTERPRISES INC							
	I-1432005P	JX ENTERPRISES INC	R	4/17/2018		11.99CR	085073	
	I-1432375P	JX ENTERPRISES INC	R	4/17/2018		86.02CR	085073	
	I-1432378P	JX ENTERPRISES INC	R	4/17/2018		6.20CR	085073	104.21
7728	KINGFISHER MEDICAL INC							
	I-6486	KINGFISHER MEDICAL INC	R	4/17/2018		635.52CR	085074	635.52
3140	KUNDINGER FLUID POWER INC							
	I-50479612	KUNDINGER FLUID POWER INC	R	4/17/2018		561.10CR	085075	561.10
0153	LAFORCE INC							
	I-1061270	LAFORCE INC	R	4/17/2018		151.65CR	085076	151.65
5786	LEE, CINDY							
	I-201804068130	LEE, CINDY	R	4/17/2018		45.78CR	085077	45.78
7729	BONNIE LINSSEN							
	I-201804098136	BONNIE LINSSEN	R	4/17/2018		150.00CR	085078	150.00
7444	SARA LORNSON							
	I-201804068132	SARA LORNSON	R	4/17/2018		220.96CR	085079	220.96
0169	MC MONAGLE LUMBER CO INC							
	I-72707	MC MONAGLE LUMBER CO INC	R	4/17/2018		596.16CR	085080	596.16
7730	MCKESSON MEDICAL SURGICAL							
	I-20566096	MCKESSON MEDICAL SURGICAL	R	4/17/2018		76.72CR	085081	
	I-20573468	MCKESSON MEDICAL SURGICAL	R	4/17/2018		33.69CR	085081	
	I-20585619	MCKESSON MEDICAL SURGICAL	R	4/17/2018		150.05CR	085081	260.46
0173	MENARDS INC							
	I-24658	MENARDS INC	R	4/17/2018		30.95CR	085082	
	I-24711	MENARDS INC	R	4/17/2018		4.86CR	085082	
	I-24771	MENARDS INC	R	4/17/2018		62.12CR	085082	
	I-24931	MENARDS INC	R	4/17/2018		20.93CR	085082	
	I-25084	MENARDS INC	R	4/17/2018		37.62CR	085082	
	I-25333	MENARDS INC	R	4/17/2018		47.12CR	085082	
	I-25339	MENARDS INC	R	4/17/2018		98.46CR	085082	
	I-25350	MENARDS INC	R	4/17/2018		163.12CR	085082	
	I-25393	MENARDS INC	R	4/17/2018		104.32CR	085082	
	I-25454	MENARDS INC	R	4/17/2018		15.98CR	085082	
	I-25662	MENARDS INC	R	4/17/2018		44.94CR	085082	
	I-25664	MENARDS INC	R	4/17/2018		207.57CR	085082	
	I-25666	MENARDS INC	R	4/17/2018		31.98CR	085082	
	I-25765	MENARDS INC	R	4/17/2018		8.80CR	085082	878.77

Attachment: 4-17-18 VOUCHERS (6873 : Voucher Approval.)

4/10/2018 9:37 AM

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PAGE: 5

PACKET: 05839 APR 2018 COUNCIL - 2 4-17-18

VENDOR SET: 01

**** CHECK LISTING ****

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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3191	NIELSON COMMUNICATIONS INC							
	I-AT11724	NIELSON COMMUNICATIONS INC	R	4/17/2018		49.90CR	085084	49.90
0531	NORTHEAST AUTO PARTS INC							
	C-328885	NORTHEAST AUTO PARTS INC	R	4/17/2018		50.00	085085	
	C-329487	NORTHEAST AUTO PARTS INC	R	4/17/2018		14.49	085085	
	I-328778	NORTHEAST AUTO PARTS INC	R	4/17/2018		200.88CR	085085	
	I-328831	NORTHEAST AUTO PARTS INC	R	4/17/2018		23.98CR	085085	
	I-328883	NORTHEAST AUTO PARTS INC	R	4/17/2018		111.75CR	085085	
	I-329479	NORTHEAST AUTO PARTS INC	R	4/17/2018		9.10CR	085085	
	I-329483	NORTHEAST AUTO PARTS INC	R	4/17/2018		39.48CR	085085	
	I-329484	NORTHEAST AUTO PARTS INC	R	4/17/2018		6.29CR	085085	
	I-329486	NORTHEAST AUTO PARTS INC	R	4/17/2018		10.99CR	085085	
	I-329520	NORTHEAST AUTO PARTS INC	R	4/17/2018		8.68CR	085085	
	I-329521	NORTHEAST AUTO PARTS INC	R	4/17/2018		21.98CR	085085	
	I-329522	NORTHEAST AUTO PARTS INC	R	4/17/2018		9.10CR	085085	
	I-329558	NORTHEAST AUTO PARTS INC	R	4/17/2018		5.49CR	085085	
	I-329600	NORTHEAST AUTO PARTS INC	R	4/17/2018		22.44CR	085085	
	I-329646	NORTHEAST AUTO PARTS INC	R	4/17/2018		37.74CR	085085	
	I-329672	NORTHEAST AUTO PARTS INC	R	4/17/2018		7.26CR	085085	
	I-329688	NORTHEAST AUTO PARTS INC	R	4/17/2018		62.46CR	085085	513.13
VOID	VOID CHECK		V	4/17/2018			085086	**VOID**
5222	P J KORTENS & CO INC							
	I-10020378	P J KORTENS & CO INC	R	4/17/2018		845.00CR	085087	845.00
1331	PACKER FASTENER & SUPPLY INC							
	I-376356	PACKER FASTENER & SUPPLY INC	R	4/17/2018		72.10CR	085088	72.10
0199	PARKER COATINGS INC							
	I-280870	PARKER COATINGS INC	R	4/17/2018		71.37CR	085089	71.37
0584	PATRICK ZELZER AND ASSOCIATES							
	I-ZEL-2018001098	PATRICK ZELZER AND ASSOCIATES	R	4/17/2018		50.00CR	085090	50.00
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-141265	PETROLEUM EQUIP SERVICE OF WI	R	4/17/2018		291.76CR	085091	291.76
0208	POMP'S TIRE SERVICE INC							
	I-90046952	POMP'S TIRE SERVICE INC	R	4/17/2018		534.00CR	085092	
	I-90046999	POMP'S TIRE SERVICE INC	R	4/17/2018		84.95CR	085092	618.95

Attachment: 4-17-18 VOUCHERS (6873 : Voucher Approval.)

4/10/2018 9:37 AM

A / P CHECK REGISTER

PAGE: 6

PACKET: 05839 APR 2018 COUNCIL - 2 4-17-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0395	PRO ONE JANITORIAL INC I-131896	PRO ONE JANITORIAL INC	R	4/17/2018		1,125.00CR	085093	1,125.00
7584	R LEWIS TECHNOLOGIES INC I-8250	R LEWIS TECHNOLOGIES INC	R	4/17/2018		137.50CR	085094	137.50
1434	PAULA RAHN I-201804068133	PAULA RAHN	R	4/17/2018		63.77CR	085095	63.77
0227	REINDERS INC I-1725786-00 I-1726197-00 I-1726396-00 I-1726924-00	REINDERS INC REINDERS INC REINDERS INC REINDERS INC	R R R R	4/17/2018 4/17/2018 4/17/2018 4/17/2018		77.44CR 57.87CR 98.85CR 400.35CR	085096 085096 085096 085096	 634.51
5393	RICOH USA INC. I-5052971429	RICOH USA INC.	R	4/17/2018		320.02CR	085097	320.02
0158	ROBERT E LEE & ASSOCIATES INC I-73477	ROBERT E LEE & ASSOCIATES INC	R	4/17/2018		366.50CR	085098	366.50
1890	S I METALS AND SUPPLY I-208157	S I METALS AND SUPPLY	R	4/17/2018		65.00CR	085099	65.00
7513	SAFE FLOW LLC I-2018104	SAFE FLOW LLC	R	4/17/2018		103.00CR	085100	103.00
3234	SHERWIN WILLIAMS I-7345-4	SHERWIN WILLIAMS	R	4/17/2018		35.17CR	085101	35.17
4094	STATE BAR OF WISCONSIN I-5038014	STATE BAR OF WISCONSIN	R	4/17/2018		20.21CR	085102	20.21
3378	STRYKER SALES CORP I-2373191M	STRYKER SALES CORP	R	4/17/2018		933.86CR	085103	933.86
0417	TWEET GAROT MECHANICAL INC I-58383	TWEET GAROT MECHANICAL INC	R	4/17/2018		174.00CR	085104	174.00
0416	TWIRL SEWER SERVICE I-23873	TWIRL SEWER SERVICE	R	4/17/2018		113.00CR	085105	113.00

Attachment: 4-17-18 VOUCHERS (6873 : Voucher Approval.)

4/10/2018 9:37 AM
 PACKET: 05839 APR 2018 COUNCIL - 2 4-17-18

A / P CHECK REGISTER

PAGE: 7

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0272	UNIFORM SHOPPE INC I-276113	UNIFORM SHOPPE INC	R	4/17/2018		9,532.50CR	085106	9,532.50
7015	US BANK EQUIPMENT FINANCE I-354310872	US BANK EQUIPMENT FINANCE	R	4/17/2018		207.50CR	085107	207.50
3707	VIKING ELECTRIC SUPPLY I-S001376709.001	VIKING ELECTRIC SUPPLY	R	4/17/2018		64.83CR	085108	64.83
0238	WAUSAU EQUIPMENT CO INC I-6126953	WAUSAU EQUIPMENT CO INC	R	4/17/2018		1,161.99CR	085109	1,161.99
1089	DUSTIN WENDT I-201804068134	DUSTIN WENDT	R	4/17/2018		73.74CR	085110	73.74
4550	WI EMS ASSOCIATION I-2288	WI EMS ASSOCIATION	R	4/17/2018		425.00CR	085111	425.00
7710	WI HUMANE SOCIETY I-1080	WI HUMANE SOCIETY	R	4/17/2018		354.00CR	085112	354.00
7350	WI MEDIA I-1510825	WI MEDIA	R	4/17/2018		698.67CR	085113	698.67
1181	WI PARK AND RECREATION ASSOC I-201804068135	WI PARK AND RECREATION ASSOC	R	4/17/2018		90.00CR	085114	90.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	80	0.00	96,111.77	96,111.77
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	82	0.00	96,111.77	96,111.77

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 4-17-18 VOUCHERS (6873 : Voucher Approval.)

4/10/2018 9:37 AM

A / P CHECK REGISTER

PAGE: 8

PACKET: 05839 APR 2018 COUNCIL - 2 4-17-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT
100	4/2018	67,136.85CR
201	4/2018	2,686.59CR
208	4/2018	79.50CR
293	4/2018	5,696.50CR
405	4/2018	825.51CR
601	4/2018	17,617.44CR
650	4/2018	2,069.38CR
=====		
ALL		96,111.77CR

Attachment: 4-17-18 VOUCHERS (6873 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 04-17-18 (PDF)

CITY OF DE PERE
License Committee - April 17, 2018

Previously Tabled Operator License Applications	
1	COUTLEY, JAMIE L.

Temporary Operator License Applications	
1	BECKETT, TYLER J.
2	BUSSIERE, ANDREW W.
3	BUSSIERE, NATALIA
4	JOSSART, KONRAD A.
5	PEETERS, PAT J.
6	WENDT, JAY W.

New Operator License Applications for the 2016-2018 Licensing Period	
1	KAIN, SAMANTHA J.
2	KRCMA, LAUREN T.
3	MC CABE, ANGELA S.
4	PINCHARD, ASHLEY N.
5	ROBERTS, DANNY K.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 17, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration of potential purchase of public property
